



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 WORKSHOP MEETING AGENDA Lake Stevens Community Center 1808 Main Street, Lake Stevens

Tuesday June 19, 2018 – 6:00 p.m.

➤ Stormwater Rate Study -- FCS

Barb/Josh

CITY COUNCIL SPECIAL MEETING AGENDA Lake Stevens Community Center 1808 Main Street, Lake Stevens

Tuesday, June 19, 2018 – 7:00 p.m.

NOTE:

WORKSHOP ON VOUCHERS AT 6:45 P.M.

CALL TO ORDER:	7:00 P.M.	Mayor
PLEDGE OF ALLEGIANCE		Council President
ROLL CALL		
APPROVAL OF AGENDA		Council President
CITIZEN COMMENTS		
COUNCIL BUSINESS		Council President
MAYOR'S BUSINESS		
CITY DEPARTMENT REPORT	Update	
CONSENT AGENDA:		
	*A Approve 2018 Vouchers	Barb
	*B Approve City Council Special Meeting Minutes of May 15, 2018	Kathy
	*C Approve City Council Regular Meeting Minutes of May 22, 2018	Kathy
	*D Approve Cancellation of City Council Workshop Meeting July 3, 2018	Kathy

Lake Stevens City Council Workshop & Regular Meeting Agenda

June 19, 2018

- *E Approve Appointments to Planning Commission, Veterans Commission and Salary Commission Kathy
- *F Approve Concept Plan for Plaza Improvements Russ
- *G Approve Rotary Request for Alcohol in the Park during Music By the Lake Russ
- *H Approve Resolution 2018-20 Adopting a Revised Comprehensive Procurement Policy Barb
- *I Approve Professional Services Agreement with LDC re South Lake Stevens Road Design Eric/Aaron

PUBLIC HEARINGS: *J Rhodora Heights Annexation and Approve Resolution 2018-18 Josh

ACTION ITEMS: *K Approve Professional Services Agreement with Hough, Beck & Baird, Inc. for Frontier Heights Park Design Russ/Aaron

DISCUSSION ITEMS: *L Temporary Encampments Josh

EXECUTIVE SESSION: M Real Property Sale or Acquisition – RCW 42.30.110(1)(b), (c)
N Personnel Matter – RCW 42.30.110(1)(g)

ADJOURN

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

Special Needs

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

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



**CITY DEPARTMENT REPORT
CITY COUNCIL SPECIAL MEETING
JUNE 19, 2018**

- **Planning and Community Development**

Staff met with the Park Board and discussed developing a program to recognize community volunteers. Staff will bring suggestions to Council to receive input.

Staff received a single concession bid for Lundeen Park to operate a water recreation concession. Staff will bring forward a recommendation to Council on June 26 to approve the contract.



Public Works

Capital Projects Update

June 2018 Report

Introduction

This report is intended to provide a status update to the Community, City Council, Mayor and Administration on a selection of the projects. Several capital projects in Lake Stevens are in various phases of design or construction. Thank you to the Public Works team for preparing this report. If you have questions regarding this report or a project, please contact City Hall at 425-334-1012.

Parks

Lundeen Park Restoration

Cost Estimate: \$800,000

Funding Source: Park Mitigation

Schedule: Mid-July Completion, Great Lawn Complete 6/28 for Events in July.

Current Status: Under Construction

Scope: A-1 Landscaping and Construction was awarded the construction contract in April. Work began on May 14th and will be complete in July. Work includes clearing, demolition, earthwork, concrete and paving, lighting, new great lawn, new playground equipment, resurfacing, irrigation and landscaping. The Public Works Crew is also repairing the beach shower.



Lundeen Park—New Walkways— May 2018

20th Street SE Playfield

Cost Estimate: \$20,000

Funding Source: Park Mitigation

Schedule: Complete by mid-June, Open by mid-July

Current Status: Under Construction

Scope: Turf will be reestablished with hydroseed and allowed to grow for several weeks before opening to the public. Project elements include new turf, installation of an access road and pedestrian paths, drainage improvements a new parking area, and a new fence along 20th Ave NE.



20th Street SE—Hydroseed May 2018



Parks

Eagle Ridge Park Improvements

Cost Estimate: \$75,000

Funding Source: Park Mitigation

Schedule: Under Construction

Current Status: Community garden complete, Parking Area is in the Design Phase. Grant application submitted to the Recreation and Conservation Office for the Playground.

Scope: This project consists of multiple phases over 10-15 years. Key elements include construction of a community garden (complete), paving a parking area (2018), adding a playground, converting the existing barn to an interpretive center, installation of public restrooms and trails, and adding an outdoor classroom and frontage improvements including sidewalks.



Eagle Ridge Park Parking Area—May 2018



Cavalero Park—May 2018

Cavalero Community Park

Cost Estimate: \$290,000

Funding Source: General Fund

Schedule: Construction 2019

Current Status: Design is underway, including coordination with Snohomish County and the City of Everett.

Scope: This 35-acre property includes an off-leash dog area with a gravel parking lot. Proposed park elements include a skate park, open field areas, ballfields, sport courts, playgrounds, walking trails, picnic facilities and interpretive signs.



Parks

Frontier Heights

Cost Estimate: \$185,000

Funding Source: General Fund

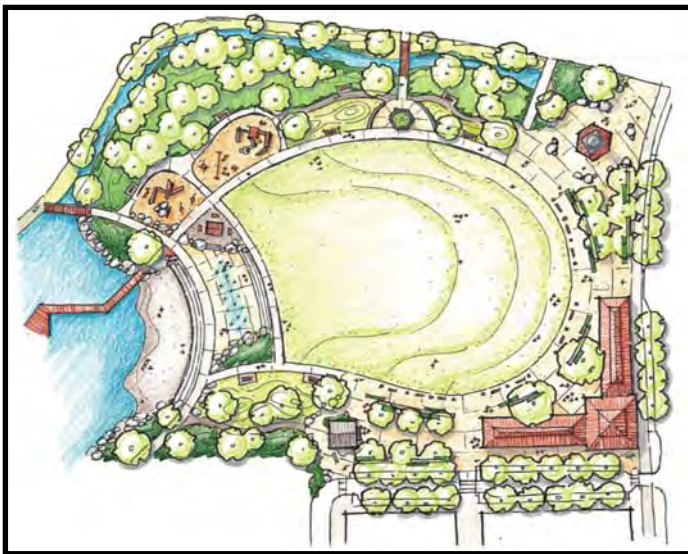
Schedule: 2018 Design Phase, 2019 Construction

Current Status: Contract with HBB Landscape Architecture is pending. Recreation Conservation Office grant application has been submitted for Phase I improvements.

Scope: Development will occur in three phases. Phase I includes the multi-use trail and parking improvements. Phase II includes a new playground picnic shelters, and basketball court. Phase III will provide a new multi-use field, irrigation and associated recreation structures.



Frontier Heights—Design Underway—May 2018



North Cove Park—Conceptual Drawing

North Cove Park

Cost Estimate: \$331,000

Funding Source: Real Estate Excise Tax (REET), Grants

Schedule: Pending Funding

Current Status: Archeological and Cultural Resources Survey is complete. Preliminary/conceptual design is complete. City has applied for grant funding to restore beach area.

Scope: This project includes several phases and is in conjunction with the Main Street project. Restoration of the beach to allow for swimming includes removal of saw mill debris and installation of sand/cobbles. Future phases will include a great lawn, pavilion, festival street, playgrounds and splash park.



Transportation

Callow Road Improvements

Cost Estimate: \$645,000

Funding Source: Developer Impact Fees

Schedule: Construction underway

Current Status: Sidewalk construction is complete. Asphalt grind and overlay is underway.

Scope: Installation of 2300' feet of sidewalk, drainage improvements, and a grind and overlay of the road surface. This project provides pedestrian access for existing and future residents to the Lundeen Parkway.



Callow Road—Sidewalk Complete—May 2018



Frontier Village Access Road—Preliminary Alignment

Frontier Village Access Road

Cost Estimate: \$550,000

Funding Source: REET II

Schedule: Construction Fall 2018

Current Status: Design is underway with stakeholder involvement. Design complete in August 2018.

Scope: Design and construction of 340 feet of roadway including a curbs, gutters, sidewalk and drainage improvements to provide access from 4th St. NE into Village Way. This project is necessary with the planned intersection revisions associated with WSDOT's SR 9 project.



Transportation

Main Street Redevelopment

Cost Estimate: \$730,000

Funding Source: REET

Schedule: Design 2018/19, Construction 2019

Current Status: Design is underway.

Scope: Design and construction of main street improvements from 16th Street NE to 20th Street NE in downtown Lake Stevens. Improvements will include a 7-ft wide sidewalk with a 5-ft planter strip on the east side, a 10-ft wide mixed-use path on the west side with a 5-ft wide planter strip, parallel street parking, new lighting and underground utilities.



Main Street—Conceptual Profile (credit: KPG)



20th Street SE—Conceptual Cross Section

20th Street SE Widening/Improvement

Cost Estimate: \$6,380,000

Funding Source: Puget Sound Regional Council (PSRC), Transportation Improvement Board (TIB), Local Funding Match

Schedule: Construction 2020

Current Status: Design complete. Right-of-way acquisition underway. The City is seeking outside funding for construction.

Scope: Widening 20th Street SE to five lanes from 83rd Ave SE to 91st Ave SE. Project includes sidewalks on both sides, increased pedestrian and bicycle facilities and drainage improvements.



Transportation

91st Avenue SE and 4th Street SE Sidewalk—Safe Routes to School

Cost Estimate: \$622,000

Funding Source: Safe Routes to Schools Grant

Schedule: Construction in Fall 2018

Current Status: Consultant contract is pending. Design will be completed by mid-August for construction in the September 2018.

Scope: Installation of 900 feet of sidewalk, including curb and gutter, and drainage improvements. The purpose of this project is to provide safe pedestrian passage from Hillcrest Elementary School to the east side of 4th St. SE and the north side on 91st St. SE.



91st Ave SE and 4th Street SE Sidewalk Alignment



South Lake Stevens Path

South Lake Stevens Path

Cost Estimate: \$1,300,000

Funding Source: WSDOT Local Programs

Schedule: Design in 2018/19, Construction in 2019

Current Status: Design consultant contract is pending.

Scope: Design and construction of a separated 3,200 ft of asphalt path on South Lake Stevens Road from South Davies Road to East Lake Shore Drive, at the southern end of Lake Stevens. The path will provide multi-modal access and landscape/safety improvements that are consistent with the City's beautification plan.



Facilities

Chapel Hill Police Station

Cost Estimate: ~\$10,000,000

Funding Source: REET

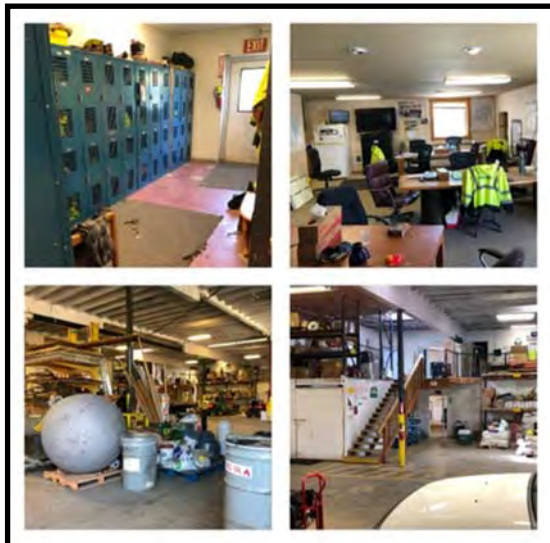
Schedule: Design in 2018/19, Construction in 2019

Current Status: Consultant selection underway

Scope: Design and construction of a new 18,000 sq.ft. to 20,000 sq.ft police station at the Chapel Hill Site. A master plan for the site was completed in 2018. The design phase, bid documents will be completed by April 2019 for construction in 2019/20. The new police station will provide adequate space for the City's police force as the City grows.



Police Station—Conceptual Layout



Public Works Shop—Pending Remodel

Other Projects

1. Catherine Creek Culvert Replacement
2. Public Works Decant Facility
3. Surface Water Drainage Improvements
4. Sidewalk Projects (Expansion and Restoration)
5. Trestle HOV Lane
6. 79th Ave SE Access Road
7. 24th Street Design
8. Annual Overlays and Lane Striping
9. Public Works Shop Remodel
- 10.

**BLANKET VOUCHER APPROVAL
2018**

Payroll Direct Deposits	6/1/2018	\$194,574.93
Payroll Checks	45344-45347, 45349	\$8,996.04
Tax Deposit(s)	6/1/2018	\$71,046.14
Electronic Funds Transfers	ACH	\$237,011.69
Claims	45348, 45350-45481	\$1,908,194.66
Void Checks	43913, 44640, 42585, 44284	(\$1,854.99)
Total Vouchers Approved:		\$2,417,968.47

This 12th day of June 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

June 12th, 2018



City Expenditures by Type on this voucher packet

Personnel Costs	\$	203,571	8%
Payroll Federal Taxes	\$	71,046	3%
Retirement Benefits - Employer	\$	99,509	4%
Medical Benefits - Employer	\$	128,701	5%
Other Employer paid Benefits	\$	4,378	0%
Employee paid benefits - By Payroll	\$	17,445	1%
Supplies	\$	33,630	1%
Professional Services	\$	113,029	5%
Intergovernmental	\$	26,551	1%
Capital *	\$	811,693	34%
Debt Payments	\$	910,271	38%
Void Check	\$	(1,855)	0%
Total	\$	2,417,968	100%

Large Purchases

- * Callow Road Improvements - \$331,452
- Three new Police Vehicles - \$107,249
- Lundeen Park Restoration - \$230,860



Checks to be Approved for 5/18/2018 to 6/7/2018

Name	Ck #	Date	Invoice #	Account #	Account Desc	Item Desc	Check Total
A-1 Landscaping & Construction	45350						\$230,860.16
		6/7/2018	1	302-010-594-76-61-02	PM - Lundeen Park Capital	Progress payment #1 Lundeen	\$230,860.16
Ace Hardware	45351						\$466.59
		6/7/2018	58751	101-016-544-90-31-02	ST-Operating Cost	PVC Elbow	\$1.52
				410-016-531-10-31-02	SW-Operating Costs	PVC Elbow	\$1.51
			58907	001-010-576-80-31-00	PK-Operating Costs	Blue Tarps	\$21.76
			58940	302-010-594-76-61-02	PM - Lundeen Park Capital	Water pipes for Lundeen Restoration	\$8.44
			58947	302-010-594-76-61-02	PM - Lundeen Park Capital	PVC parts for Lundeen Restoration	\$17.38
			58956	001-010-576-80-31-00	PK-Operating Costs	Bolts for vegetation sign to spray tank	\$7.71
			58963	302-010-594-76-61-02	PM - Lundeen Park Capital	PVC Parts for Lundeen Restoration	\$66.55
			58994	001-008-521-20-31-02	LE-Minor Equipment	Car wash supplies	\$30.46
			59012	302-010-594-76-61-02	PM - Lundeen Park Capital	Keys for Lundeen Park Restoration	\$5.42
			59049	001-010-576-80-31-00	PK-Operating Costs	Wheelbarrows	\$67.14
				101-016-544-90-31-02	ST-Operating Cost	Wheelbarrows	\$67.15
				410-016-531-10-31-02	SW-Operating Costs	Wheelbarrows	\$67.15
			59099	001-013-518-20-31-00	GG-Operating	Clamps for garage door at abandoned house	\$30.45
			59106	001-015-576-80-31-00	ME - Operating Costs	Silicone/Marine Patch PW Boat	\$31.56
			59111	001-012-557-30-31-00	CS-Visitor Center	Kwik Seal to repair sink at VIC	\$7.61
			59185	001-008-521-21-31-00	LE-Boating Minor Equipment	Cleaning supplies for boat	\$17.92
			59213	001-008-521-20-31-02	LE-Minor Equipment	Glue/Epoxy	\$16.86
Nathan Adams	45352						\$27.21
		6/7/2018	051718	001-008-521-20-31-02	LE-Minor Equipment	Computer video adaptor for Explorers mtgs	\$27.21
Advance Auto Parts	45353						\$263.76
		6/7/2018	2421-276037	101-015-543-30-31-00	ME - Operating Costs	Fuel filter assembly PW70	\$25.09
				410-015-531-10-31-00	ME - Operating Costs	Fuel filter assembly PW70	\$25.10
			2421-276055	101-015-543-30-31-00	ME - Operating Costs	Brass bushing & clamp PW70	\$3.93
				410-015-531-10-31-00	ME - Operating Costs	Brass bushing & clamp PW70	\$3.94
			2421-276056	101-015-543-30-31-00	ME - Operating Costs	Fuel drain PW70	\$2.93
				410-015-531-10-31-00	ME - Operating Costs	Fuel drain PW70	\$2.93
			2421-276069	101-015-543-30-31-00	ME - Operating Costs	Left door handle PW1	\$37.67
				410-015-531-10-31-00	ME - Operating Costs	Left door handle PW1	\$37.67
			2421-276081	101-015-543-30-31-00	ME - Operating Costs	Fuel filter PW70	\$3.18



Checks to be Approved for 5/18/2018 to 6/7/2018

Name	Ck #	Date	Invoice #	Account #	Account Desc	Item Desc	
Advance Auto Parts	45353	6/7/2018	2421-276081	410-015-531-10-31-00	ME - Operating Costs	Fuel filter PW70	\$3.18
			2421-276275	101-015-543-30-31-00	ME - Operating Costs	Coolant for PW70	\$37.18
				410-015-531-10-31-00	ME - Operating Costs	Coolant for PW70	\$37.18
			2421-276421	101-015-543-30-31-00	ME - Operating Costs	Fan & AC Belts PW70	\$14.49
				410-015-531-10-31-00	ME - Operating Costs	Fan & AC Belts PW70	\$14.49
			2421-276604	101-016-544-90-31-02	ST-Operating Cost	Fuse	\$1.90
				410-016-531-10-31-02	SW-Operating Costs	Fuse	\$1.90
			2421-276822	001-010-576-80-31-00	PK-Operating Costs	Liquid Wrench spray	\$3.66
				101-016-544-90-31-02	ST-Operating Cost	Liquid Wrench spray	\$3.67
			410-016-531-10-31-02	SW-Operating Costs	Liquid Wrench spray	\$3.67	
Advantage Building Services	45354	Check Total					\$793.25
		6/7/2018	3768	001-007-558-50-41-00	PL-Professional Servic	Janitorial Services	\$30.00
				001-007-559-30-41-00	PB-Professional Srv	Janitorial Services	\$30.00
				001-008-521-20-41-01	LE-Proessional Serv-Fixed	Janitorial Services	\$315.00
				001-010-576-80-41-00	PK-Professional Services	Janitorial Services	\$20.00
				001-012-575-50-41-00	CS-Community Center - Cleaning	Janitorial Services	\$120.00
				001-013-518-20-41-00	GG-Professional Service	Janitorial Services	\$280.00
				101-016-542-30-41-02	ST-Professional Service	Janitorial Services	\$20.00
				410-016-531-10-41-01	SW-Professional Services	Janitorial Services	\$20.00
				621-000-389-20-00-05	Retainage - Janitor/Landscape	Retainage-Advantage svcs	(\$41.75)
AFLAC	0	Check Total					\$1,608.72
		6/7/2018	060118	001-000-284-00-00-00	Payroll Liability Other	Employee paid Insurance Prem	\$1,608.72
Amazon Capital Services	45355	Check Total					\$101.25
		6/7/2018	11MV-N4QC-X6G6	001-008-521-20-31-01	LE-Fixed Minor Equipment	Tactical Earpiece	\$84.94
			16GC-P1J4-XXLM	001-008-521-20-31-02	LE-Minor Equipment	USB Cable	\$16.31
Amec Foster Wheeler Environmental Inc	45356	Check Total					\$34,171.53
		6/7/2018	S51700585	302-010-594-76-61-01	PM - North Cove Capital	Cultural Resources Review N Cove Park	\$34,171.53
Jennifer Anderson	45357	Check Total					\$38.00
		6/7/2018	040218	001-008-521-20-43-00	LE-Travel & Per Diem	PerDiem-Build a Model Records-Marysville WA-J Anderson	\$38.00



Checks to be Approved for 5/18/2018 to 6/7/2018

Name	Ck #	Date	Invoice #	Account #	Account Desc	Item Desc		
Assoc of Washington Cities EFT	0						Check Total	\$128,700.65
		6/7/2018	060118	001-000-283-00-00-00	Payroll Liability Medical	Medical Insurance Premium	\$126,375.03	
					Payroll Liability Medical	Teamster Dental Insurance Premiums	\$2,326.48	
			001-013-518-30-20-00	GG-Benefits	Medical Insurance Premium	(\$0.78)		
				GG-Benefits	Teamster Dental Insurance Premiums	(\$0.08)		
Astral Communications Inc	45358						Check Total	\$2,518.92
		6/7/2018	180517-1251	101-016-542-61-31-00	ST-Sidewalk Repair Supply	Supplies for Sidewalk repair	\$2,518.92	
Wayne Aukerman	45359						Check Total	\$125.00
		6/7/2018	040618	001-008-521-20-43-00	LE-Travel & Per Diem	PerDiem-Adv Motorcycle-Shelton WA-Aukerman	\$125.00	
Bickford Motors Inc	45360						Check Total	\$107,249.46
		6/7/2018	Stock#18-1176	001-008-594-21-63-00	LE-Capital Outlays Equipment	PT-18-79 Ford Explorer VIN 1FM5K8AR6JGB58634	\$36,078.02	
			Stock#18-1186	520-008-594-21-63-00	Capital Equipment	PT-18-80 Ford Explorer VIN 1FM5K8AR4JGB58633	\$35,093.42	
			Stock#18-1199	520-008-594-21-63-00	Capital Equipment	PT-18-78 Ford Explorer VIN 1FM5K8AR2JGB58632	\$36,078.02	
Bomgar Corporation	45361						Check Total	\$2,259.46
		6/7/2018	MINV0043757	510-006-518-80-49-25	LR - Bomgar Cloud Remote Admin	Bomgar Cloud License	\$2,259.46	
Canon Financial Services Inc	45362						Check Total	\$34.13
		6/7/2018	18645631	101-016-542-30-48-00	ST-Repair & Maintenance	Copier maintenance - City shop	\$17.06	
				410-016-531-10-48-00	SW-Repairs & Maintenance	Copier maintenance - City shop	\$17.07	
Rick Carlson	45348						Check Total	\$4,935.25
		5/30/2018	13	001-010-576-80-41-01	PK -Professional Tree Srv	Tree pruning and removal along Callow	\$5,172.75	
				621-000-389-20-00-02	Retainage - Other PW Project	Retainage - AllPhase Brush	(\$237.50)	
	45363						Check Total	\$2,597.50
		6/7/2018	14	001-010-576-80-41-01	PK -Professional Tree Srv	Dangerous Tree removal - Lake View	\$2,722.50	
				621-000-389-20-00-02	Retainage - Other PW Project	Retainage - AllPhase Brush	(\$125.00)	
CDW Government Inc	45364						Check Total	\$12,982.56
		6/7/2018	MPR3840	001-010-576-80-31-00	PK-Operating Costs	Dell 22in Monitors - Halverson	\$80.93	
				101-016-544-90-31-02	ST-Operating Cost	Dell 22in Monitors - Halverson	\$161.84	
				410-016-531-10-31-02	SW-Operating Costs	Dell 22in Monitors - Halverson	\$161.84	
			MTJ1048	510-006-594-18-64-00	Capital - Purch Computer Equip	FortiFone - new phone system	\$12,577.95	
Central Welding Supply	45365						Check Total	\$174.10
		6/7/2018	EV253639	101-016-544-90-31-02	ST-Operating Cost	Oxygen gas cylinder	\$12.91	



Checks to be Approved for 5/18/2018 to 6/7/2018

Name	Ck #	Date	Invoice #	Account #	Account Desc	Item Desc	
Central Welding Supply	45365	6/7/2018	EV253639	410-016-531-10-31-02	SW-Operating Costs	Oxygen gas cylinder	\$12.92
			EV254150	101-016-544-90-31-02	ST-Operating Cost	Acetylene gas cylinder	\$65.36
				410-016-531-10-31-02	SW-Operating Costs	Acetylene gas cylinder	\$65.36
			RN03181006	101-016-544-90-31-02	ST-Operating Cost	Argon welding gas	\$8.78
				410-016-531-10-31-02	SW-Operating Costs	Argon welding gas	\$8.77
Choice Turf Inc	45366	Check Total					\$642.51
		6/7/2018	ST31609	301-016-595-30-64-01	SEPA Capital Expenditures	Grass for Callow Road	\$642.51
CIC Valuation Group Inc	45367	Check Total					\$140.00
		6/7/2018	17-3098	001-013-518-20-41-00	GG-Professional Service	Appraisal services April 2018	\$140.00
City of Bellevue	45368	Check Total					\$55.00
		6/7/2018	Shelton 2018	001-008-521-40-49-01	LE-Registration Fees	Reg fee-Shelton 2018-Bellevue-Aukerman	\$55.00
City of Everett	45369	Check Total					\$1,247.53
		6/7/2018	I18001857	001-008-554-30-51-00	LE-Animal Control	Animal shelter services April 2018	\$1,005.00
			I18001865	001-008-521-20-31-02	LE-Minor Equipment	5% share of SWAT ammunitions	\$242.53
	45370	Check Total					\$26.13
		6/7/2018	010340 0518	101-016-543-50-47-00	ST-Utilities	Water services 9306 20th St SE	\$26.13
Comcast	45371	Check Total					\$146.18
		6/7/2018	1009612 0518	001-013-518-90-49-03	GG-Visitor Center -SnoCo Contr	Internet services - VIC	\$146.18
	45372	Check Total					\$116.18
		6/7/2018	0692756 0518	001-008-521-20-42-00	LE-Communication	Internet services - Market Place	\$116.18
	45373	Check Total					\$96.18
		6/7/2018	0810218 0518	001-008-521-20-42-00	LE-Communication	Internet services - N Lakeshore Dr	\$96.18
	45374	Check Total					\$151.18
6/7/2018		1012996 0518	101-016-542-64-47-00	ST-Traffic Control -Utility	Traffic Signal Control	\$151.18	
Comdata Corporation	45375	Check Total					\$458.67
		6/7/2018	20294045	101-016-542-30-32-00	ST-Fuel	Fuel	\$10.76
				410-016-531-10-32-00	SW-Fuel	Fuel	\$10.76
			20294592	001-008-521-20-32-00	LE-Fuel	Fuel	\$437.15
Cory De Jong and Sons Inc	45376	Check Total					\$602.76
		6/7/2018	G267830	001-013-594-18-60-02	GG - City Hall Demo	Mulch for City Hall gardens	\$602.76



Checks to be Approved for 5/18/2018 to 6/7/2018

Name	Ck #	Date	Invoice #	Account #	Account Desc	Item Desc	Check Total
Crandall Arambula PC	45377						\$24,321.65
		6/7/2018	1	001-007-558-70-41-00	PL-Economic Devel	LS Downtown Subarea Plan	\$10,000.00
			10	302-010-594-76-61-01	PM - North Cove Capital	North Cove Master Plan	\$11,970.40
			24	001-007-558-70-41-00	PL-Economic Devel	LS Downtown Subarea Plan	\$2,351.25
Daily Journal of Commerce Inc	45378						\$197.10
		6/7/2018	3336668	101-016-542-30-41-01	ST-Advertising	2018 RFQ for on call Engineering Svcs	\$20.70
				410-016-531-10-41-05	SW-Advertising	2018 RFQ for on call Engineering Svcs	\$20.70
			3336820	309-016-595-61-63-01	Sidewalk Construction	RFQ-91st Ave & 4th St SE	\$112.00
Day Wireless Systems	45379	6/7/2018	3337102	001-013-518-30-41-01	GG-Advertising	RFP-Water Recreation Concession	\$43.70
							\$484.17
		6/7/2018	463052	001-008-521-20-31-01	LE-Fixed Minor Equipment	Flexible ear inserts	\$484.17
							\$1,223.16
Dept Graphics	45380	6/7/2018	9245	001-008-521-20-48-00	LE-Repair & Maintenance Equip	Graphic repairs PT-16-60 & PT-16-61	\$252.31
			9253	520-008-594-21-63-00	Capital Equipment	Graphics for PT-18-79	\$970.85
							\$910,271.41
Dept of Commerce	45381	6/7/2018	PWTF-181164	401-070-591-35-71-02	PWTF 2006 - Principal	PWTF Loan # PW-06-962-020 Principle	\$409,539.48
				401-070-592-35-83-02	PWTF 2006 - Interest	PWTF Loan # PW-06-962-020 Interest	\$18,429.28
			PWTF-330581	401-070-591-35-71-03	PWTF 2008 - Principal	PWTF Loan # PC08-951-023 Principle	\$301,734.45
				401-070-592-35-83-03	PWTF 2008 - Interest	PWTF Loan # PC08-951-023 Interest	\$31,682.12
			PWTF-81241	401-070-591-35-71-00	PWTF 2002 - Principal	PWTF Loan # PW-02-691-0029 Principle	\$85,691.17
				401-070-592-35-83-00	PWTF 2002 - Interest	PWTF Loan # PW-02-691-0029 Interest	\$2,142.28
			PWTF-98980	401-070-591-35-71-01	PWTF 2005 - Principal	PWTF Loan # PW-05-691-PRE-137 Principle	\$52,631.58
				401-070-592-35-83-01	PWTF 2005 - Interest	PWTF Loan # PW-05-691-PRE-137 Interest	\$8,421.05
Dept of Retirement (Deferred Comp)	0						\$3,345.00
		6/7/2018	060118	001-000-282-00-00-00	Payroll Liability Retirement	Employee Portion-State Deferre	\$3,345.00
Dept of Retirement PERS LEOFF	0						\$99,508.98
		6/7/2018	060118	001-000-282-00-00-00	Payroll Liability Retirement	PERS LEOFF Contributions	\$99,508.98
Dept of Transportation	45382						\$649.06
		6/7/2018	RE41JZ0016L003	301-016-595-30-60-03	T11 - 24th St & 91st Extension	SR9 & 24th DOC Review & Inspections w/WSDOT	\$649.06
Dicks Towing Inc	45383						\$378.48
		6/7/2018	168488	001-008-521-20-41-00	LE-Professional Services	Towing services case 2018-10093	\$126.16



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Name	Ck #	Date	Invoice #	Account #	Account Desc	Item Desc	
Dicks Towing Inc	45383	6/7/2018	168617	001-008-521-20-41-00	LE-Professional Services	Towing services case 2018-9727	\$126.16
			175642	001-008-521-20-41-00	LE-Professional Services	Towing services case 2018-8535	\$126.16
Dunlap Industrial Hardware	45384	Check Total					\$456.11
		6/7/2018	1408187-01	001-010-576-80-31-00	PK-Operating Costs	Nylon Rope	\$456.11
Electronic Federal Tax Pmt System EFTPS	0	Check Total					\$71,046.14
		6/7/2018	060118	001-000-281-00-00-00	Payroll Liability Taxes	Federal Payroll Taxes	\$70,927.05
			060418	001-000-281-00-00-00	Payroll Liability Taxes	Federal Payroll Taxes	\$119.09
Electronic Business Machines	45385	Check Total					\$1,515.20
		6/7/2018	AR100874	001-013-518-20-48-00	GG-Repair & Maintenance	Copier maintenance	\$659.52
			AR101824	001-007-558-50-48-00	PL-Repairs & Maint.	Copier maintenance	\$87.86
				001-007-559-30-48-00	PB-Repair & Maintenance	Copier maintenance	\$87.86
				101-016-542-30-48-00	ST-Repair & Maintenance	Copier maintenance	\$87.86
				410-016-531-10-48-00	SW-Repairs & Maintenance	Copier maintenance	\$87.85
			AR102379	001-008-521-50-48-00	LE-Facility Repair & Maint	Copier maintenance	\$204.79
			AR96596	001-007-558-50-48-00	PL-Repairs & Maint.	Copier maintenance	\$74.87
				001-007-559-30-48-00	PB-Repair & Maintenance	Copier maintenance	\$74.87
				101-016-542-30-48-00	ST-Repair & Maintenance	Copier maintenance	\$74.87
				410-016-531-10-48-00	SW-Repairs & Maintenance	Copier maintenance	\$74.85
En Pointe Technologies Sales LLC	45386	Check Total					\$592.15
		6/7/2018	93281895	001-008-521-20-31-02	LE-Minor Equipment	Adobe InDesign Licenses	\$592.15
Enerspect Medical Solutions LLC	45387	Check Total					\$6,455.99
		6/7/2018	38607	001-008-521-20-31-02	LE-Minor Equipment	AEDS Defibrillator	\$3,455.99
				001-008-521-20-31-04	LE - Donation Exp - Other	AEDS Defibrillator	\$3,000.00
Environemental Systems Research Inst	45388	Check Total					\$1,306.80
		6/7/2018	93459555	001-007-558-50-41-02	PL-Software Maint.	ArcGIS software maintenance	\$653.40
				101-016-543-30-41-02	ST-Software Maint & Support	ArcGIS software maintenance	\$326.70
				410-016-531-10-41-04	SW-Software Maint & Support	ArcGIS software maintenance	\$326.70
Everett Stamp Works	45389	Check Total					\$27.12
		6/7/2018	24456	001-005-518-10-31-00	HR-Office Supplies	Ideal stamp for Copies	\$27.12
Everett Steel	45390	Check Total					\$267.39
		6/7/2018	219243	001-015-576-80-31-00	ME - Operating Costs	Steel	\$89.13



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Name	Ck #	Date	Invoice #	Account #	Account Desc	Item Desc	
Everett Steel	45390	6/7/2018	219243	101-015-543-30-31-00	ME - Operating Costs	Steel	\$89.13
				410-015-531-10-31-00	ME - Operating Costs	Steel	\$89.13
Federal Way Police Lieutenants Assoc	45391	Check Total					\$400.00
		6/7/2018	18-2	001-008-521-40-49-01	LE-Registration Fees	Registration-Force Science-Miner/Hingtgen	\$400.00
Feldman and Lee	45392	Check Total					\$10,000.00
		6/7/2018	MAY2018	001-011-515-91-41-00	LG-General Indigent Defense	Public Defender services May 2018	\$10,000.00
Financial Consulting Solutions Group	45393	Check Total					\$2,977.50
		6/7/2018	2563-21805088	001-004-514-23-41-00	FI-Professional Service	Strategic Financial Plan Consulting	\$2,977.50
Brandon Fiske	45394	Check Total					\$370.00
		6/7/2018	011818	001-008-521-20-43-00	LE-Travel & Per Diem	PerDiem-1st Level Supervision-Burien WA-Fiske	\$370.00
Flower World Inc	45395	Check Total					\$1,882.09
		6/7/2018	82411	001-013-594-18-60-02	GG - City Hall Demo	Plants for City Hall	\$1,470.96
			82431	001-013-594-18-60-02	GG - City Hall Demo	Plants for City Hall	\$411.13
Margaret Fondse	45396	Check Total					\$101.46
		6/7/2018	1219	001-008-521-20-31-02	LE-Minor Equipment	Uniform alterations - Anderson	\$101.46
Donna Foster	45397	Check Total					\$115.22
		6/7/2018	39623	001-007-571-00-30-00	PL - Park & Recreation	Parks & Recreation Rack Cards	\$115.22
Frontier	45398	Check Total					\$81.42
		6/7/2018	4253340835 0518	001-013-518-20-42-00	GG-Communication	Fax line	\$27.14
				101-016-543-30-42-00	ST-Communications	Fax line	\$27.14
				410-016-531-10-42-00	SW-Communications	Fax line	\$27.14
	45399	Check Total					\$83.48
		6/7/2018	4252123320 0518	001-012-575-30-42-00	CS-Historical-Communications	Telephone - Museum	\$83.48
	45400	Check Total					\$59.28
		6/7/2018	4253979674 0518	101-016-542-64-47-00	ST-Traffic Control -Utility	Traffic control modem	\$59.28
Gall LLC	45401	Check Total					\$446.48
		6/7/2018	009887942	001-008-521-21-31-00	LE-Boating Minor Equipment	Iron Duck folding backboard	\$446.48
GCR Tire & Service	45402	Check Total					\$1,602.05
		6/7/2018	801-41433	101-016-542-30-48-00	ST-Repair & Maintenance	Tire replacement PW40	\$801.03
				410-016-531-10-48-00	SW-Repairs & Maintenance	Tire replacement PW40	\$801.02



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Name	Ck #	Date	Invoice #	Account #	Account Desc	Item Desc		
Glens Welding and Machine Inc	45403						Check Total	\$74.03
		6/7/2018	S13587	001-010-576-80-31-00	PK-Operating Costs	Weed eater parts	\$24.67	
				101-016-544-90-31-02	ST-Operating Cost	Weed eater parts	\$24.68	
				410-016-531-10-31-02	SW-Operating Costs	Weed eater parts	\$24.68	
Glock Inc	45404						Check Total	\$27.23
		6/7/2018	SI-0334368	001-008-521-20-31-01	LE-Fixed Minor Equipment	Recoil Spring Assy	\$27.23	
Julie Good	45405						Check Total	\$53.96
		6/7/2018	051718	001-001-511-60-43-00	Legislative - Travel & Mtgs	Supplies for Legislators Reception	\$28.09	
			052918	001-001-511-60-43-00	Legislative - Travel & Mtgs	Supplies for Legislators Reception	\$25.87	
Grainger	45406						Check Total	\$402.69
		6/7/2018	9790987219	001-010-576-80-31-03	PK-Lundeen-Op Costs	Washroom mirror at Lundeen Park	\$296.47	
			9791105902	001-013-518-20-31-00	GG-Operating	Fuse for City Hall North Door	\$13.30	
			9791726483	101-016-544-90-31-02	ST-Operating Cost	Putty knife	\$7.72	
				410-016-531-10-31-02	SW-Operating Costs	Putty knife	\$7.71	
			9791726491	001-013-518-20-31-00	GG-Operating	Fuse for City Hall door	\$13.40	
			9792935497	101-016-542-61-31-00	ST-Sidewalk Repair Supply	Sidewalk supplies	\$49.70	
			9800172331	302-010-594-76-61-03	PM - Soccer Field 20th Street	Pin Lug for Soccer field	\$14.39	
Granite Construction Supply	45407						Check Total	\$277.80
		6/7/2018	262_00071932	001-010-576-80-31-01	PK-Ops-Clothing	Rain pants for seasonal worker	\$20.29	
			262_00071933	001-010-576-80-31-01	PK-Ops-Clothing	Potsdam Yellow Pants	\$36.56	
				101-016-542-90-31-01	ST-Clothing	Potsdam Yellow Pants	\$36.57	
				410-016-531-10-31-00	SW-Clothing	Potsdam Yellow Pants	\$36.57	
			262_00071962	001-010-576-80-31-01	PK-Ops-Clothing	Windbreaker/Hoodie	\$36.41	
				101-016-542-90-31-01	ST-Clothing	Windbreaker/Hoodie	\$36.40	
				101-016-544-90-31-02	ST-Operating Cost	Tape measure/Peg overlay resheet	\$19.30	
			410-016-531-10-31-00	SW-Clothing	Windbreaker/Hoodie	\$36.40		
		410-016-531-10-31-02	SW-Operating Costs	Tape measure/Peg overlay resheet	\$19.30			
Growing Green Inc	45408						Check Total	\$5,880.60
		6/7/2018	20116082	302-010-594-76-61-03	PM - Soccer Field 20th Street	Play lawn - Soccer Field	\$5,880.60	
HB Jaeger Co LLC	45409						Check Total	\$1,533.12
		6/7/2018	200172/1	302-010-594-76-61-02	PM - Lundeen Park Capital	Irrigation parts - Lundeen Restoration	\$655.92	



Checks to be Approved for 5/18/2018 to 6/7/2018

Name	Ck #	Date	Invoice #	Account #	Account Desc	Item Desc	
HB Jaeger Co LLC	45409	6/7/2018	200173/1	302-010-594-76-61-02	PM - Lundeen Park Capital	Irrigation parts - Lundeen Restoration	\$213.73
			200466/1	302-010-594-76-61-02	PM - Lundeen Park Capital	Irrigation parts - Lundeen Restoration	\$78.63
			200467/1	302-010-594-76-61-02	PM - Lundeen Park Capital	Irrigation parts - Lundeen Restoration	\$584.84
Home Depot	45410						Check Total
							\$352.29
		6/7/2018	5133126	001-010-576-80-31-04	PK-North Cove Park Ops	Wood for North Cove Dock	\$289.09
			75159	101-016-544-90-31-02	ST-Operating Cost	Scissors/Toilet tank kit for Shop	\$17.98
				410-016-531-10-31-02	SW-Operating Costs	Scissors/Toilet tank kit for Shop	\$17.97
			75160	001-013-518-20-31-00	GG-Operating	Cord cover	\$27.25
Honey Bucket	45411						Check Total
							\$910.50
		6/7/2018	0550648693	001-010-576-80-45-00	PK-Equipment Rental	Honey Bucket rental Boat Launch	\$218.00
			0550648694	001-012-571-20-45-00	CS-Special Event-Equp Rent	Honey Bucket rental-Regatta	\$575.00
			0550648695	001-010-576-80-45-00	PK-Equipment Rental	Honey Bucket rental - Community Garden	\$117.50
Horizon Distributors Inc	45412						Check Total
							\$787.65
		6/7/2018	2M070602	302-010-594-76-61-02	PM - Lundeen Park Capital	Irrigation supplies for Lundeen Restoration	\$332.15
			2M071342	302-010-594-76-61-03	PM - Soccer Field 20th Street	Irrigation supplies for Soccer field	\$455.50
HRA VEBA Trust YA20192	45413						Check Total
							\$719.48
HSA Bank	45414	6/7/2018	060118	001-000-283-00-00-00	Payroll Liability Medical	Employee VEBA Contributions	\$719.48
		6/7/2018	060118	001-000-284-00-00-00	Payroll Liability Other	Health Savings Account Employee Contributions	\$99.00
	45415						Check Total
							\$298.00
	45416	6/7/2018	020118	001-000-284-00-00-00	Payroll Liability Other	Health Savings Employee Contributions	\$298.00
		6/7/2018	052518	001-008-521-20-20-00	LE-Benefits	Initial City Contributions to HSA-Alan Anderson	\$4,025.00
HW Lochner Inc	45417						Check Total
							\$20,883.24
IPMBA	45418	6/7/2018	11	301-016-595-30-60-03	T11 - 24th St & 91st Extension	24th Street SE Extension project	\$20,883.24
			20160557	001-008-521-20-49-00	LE-Dues & Memberships	IPMBA membership-Summers	\$60.00
			20160558	001-008-521-20-49-00	LE-Dues & Memberships	IPMBA membership-Warbis	\$60.00
Iron Mountain Quarry LLC	45419						Check Total
							\$1,654.66
		6/7/2018	0276401	302-010-594-76-61-03	PM - Soccer Field 20th Street	4x8 Rock for Soccer Field	\$352.77
			0276440	302-010-594-76-61-03	PM - Soccer Field 20th Street	4x8 Rock for Soccer Field	\$352.47



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Name	Ck #	Date	Invoice #	Account #	Account Desc	Item Desc	
Iron Mountain Quarry LLC	45419	6/7/2018	0276502	302-010-594-76-61-03	PM - Soccer Field 20th Street	3/4 Washed rock for Soccer Field	\$428.71
			0276536	302-010-594-76-61-03	PM - Soccer Field 20th Street	3/4 Minus Rock for Soccer Field	\$279.47
			0276573	302-010-594-76-61-03	PM - Soccer Field 20th Street	3/4 Minus & 4x8 Rock for Soccer Field	\$241.24
Dennis Irwin	45420						Check Total
		6/7/2018	010418	001-008-521-20-43-00	LE-Travel & Per Diem	PerDiem-Advanced SRO-Tukwila WA-Irwin	\$222.00
J Thayer Company Inc	45421						Check Total
		6/7/2018	1249541-0	001-008-521-20-31-00	LE-Office Supplies	Plastic binding	\$16.87
			1250480-0	001-003-514-20-31-00	CC-Office Supply	Folders	\$98.55
				001-005-518-10-31-01	HR-Operating Cost	Letter Organizer	\$53.79
			1251544-0	001-013-518-20-31-00	GG-Operating	Soap dispenser for City Hall	\$70.46
			1252070-0	001-008-521-20-31-00	LE-Office Supplies	Envelopes	\$68.67
			1252206-0	001-007-558-50-31-00	PL-Office Supplies	Folders/Paper	\$30.99
				001-007-559-30-31-00	PB-Office Supplies	Folders/Paper	\$30.98
			1254623-0	001-004-514-23-31-00	FI-Office Supplies	3-ring index	\$10.08
				001-007-558-50-31-00	PL-Office Supplies	1 hole punch	\$7.07
				001-013-518-20-31-00	GG-Operating	Paper/envelopes	\$347.77
Lake Industries LLC	45422						Check Total
		6/7/2018	276032	302-010-594-76-61-02	PM - Lundeen Park Capital	5/8 Minus gravel - Lundeen Restoration	\$137.08
			35308	101-016-542-67-41-00	ST-Street Cleaning	Street Sweepings disposal	\$100.00
				410-016-531-10-41-03	SW-Street Cleaning	Street Sweepings disposal	\$100.00
			35374	302-010-594-76-61-02	PM - Lundeen Park Capital	Asphalt disposal - Lundeen Restoration	\$252.00
			35394	302-010-594-76-61-02	PM - Lundeen Park Capital	Asphalt disposal - Lundeen Restoration	\$140.00
			35401	302-010-594-76-61-02	PM - Lundeen Park Capital	Asphalt disposal - Lundeen Restoration	\$280.00
			35407	302-010-594-76-61-02	PM - Lundeen Park Capital	Asphalt disposal - Lundeen Restoration	\$280.00
			35413	302-010-594-76-61-02	PM - Lundeen Park Capital	Asphalt disposal - Lundeen Restoration	\$140.00
			35418	101-016-542-67-41-00	ST-Street Cleaning	Street Sweepings disposal	\$50.00
				410-016-531-10-41-03	SW-Street Cleaning	Street Sweepings disposal	\$50.00
			35419	302-010-594-76-61-02	PM - Lundeen Park Capital	Asphalt disposal - Lundeen Restoration	\$110.00
			35422	101-016-542-67-41-00	ST-Street Cleaning	Street Sweepings disposal	\$100.00
				410-016-531-10-41-03	SW-Street Cleaning	Street Sweepings disposal	\$100.00
			35429	101-016-542-67-41-00	ST-Street Cleaning	Street Sweepings disposal	\$75.00
				410-016-531-10-41-03	SW-Street Cleaning	Street Sweepings disposal	\$75.00



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Name	Ck #	Date	Invoice #	Account #	Account Desc	Item Desc	
Lake Industries LLC	45422	6/7/2018	35432	101-016-542-67-41-00	ST-Street Cleaning	Street Sweepings disposal	\$75.00
				410-016-531-10-41-03	SW-Street Cleaning	Street Sweepings disposal	\$75.00
			35436	101-016-542-67-41-00	ST-Street Cleaning	Street Sweepings disposal	\$75.00
				410-016-531-10-41-03	SW-Street Cleaning	Street Sweepings disposal	\$75.00
			35440	101-016-542-67-41-00	ST-Street Cleaning	Street Sweepings disposal	\$75.00
				410-016-531-10-41-03	SW-Street Cleaning	Street Sweepings disposal	\$75.00
			35444	101-016-542-67-41-00	ST-Street Cleaning	Street Sweepings disposal	\$25.00
				410-016-531-10-41-03	SW-Street Cleaning	Street Sweepings disposal	\$25.00
Lake Stevens Chamber of Commerce	45423	Check Total					\$1,500.00
		6/7/2018	JUNE2018	001-013-518-90-49-01	GG-Chamber of Commerce	June 2018 contributions for VIC	\$1,500.00
Lake Stevens Mini Mart	45424	Check Total					\$110.24
		6/7/2018	Tran1019079	001-008-521-21-32-00	LE-Boating-Fuel	Boat Fuel	\$110.24
Lake Stevens Police Guild	45425	Check Total					\$1,361.00
		6/7/2018	060118	001-000-284-00-00-00	Payroll Liability Other	Employee Paid Union Dues	\$1,361.00
Lake Stevens School District	45426	Check Total					\$11,166.24
		6/7/2018	0017180145	001-007-559-30-32-00	PB-Fuel	Fuel	\$272.46
				001-008-521-20-32-00	LE-Fuel	Fuel	\$6,810.84
				001-010-576-80-32-00	PK-Fuel Costs	Fuel	\$99.75
				101-016-542-30-32-00	ST-Fuel	Fuel	\$1,831.98
				410-016-531-10-32-00	SW-Fuel	Fuel	\$2,151.21
	45427	Check Total					\$175.00
		6/7/2018	3201617111	001-001-511-60-45-01	Legislative - Rentals	Council chamber rental March/April 2018	\$175.00
Life Cycle Management Security Inc	45428	Check Total					\$3,200.00
		6/7/2018	1263	001-006-518-80-41-00	IT-Professional Services	Implementation of Fortinet Fortivoice System	\$3,200.00
Lifeline Training	45429	Check Total					\$229.00
		6/7/2018	59868	001-008-521-40-49-01	LE-Registration Fees	Reg fees-Survival Seminar-Seattle WA-Barnes	\$229.00
LN Curtis & Sons	45430	Check Total					\$4,066.70
		6/7/2018	INV181304	001-008-521-20-31-05	LE-Equipment - New Officers	New uniform items - A Anderson	\$663.42
			INV181907	001-008-521-20-31-05	LE-Equipment - New Officers	Clip on tie - Holland	\$20.53
			INV182181	001-008-521-20-31-05	LE-Equipment - New Officers	Tactical shirts - Marshall	\$107.06
			INV182244	001-008-521-20-31-05	LE-Equipment - New Officers	Belt accessories - Jewell	\$290.96



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Name	Ck #	Date	Invoice #	Account #	Account Desc	Item Desc	
LN Curtis & Sons	45430	6/7/2018	INV182950	001-008-521-20-31-05	LE-Equipment - New Officers	New uniform items - Holland	\$195.90
			INV182952	001-008-521-20-31-05	LE-Equipment - New Officers	New uniform pants - A Anderson	\$195.90
			INV183729	001-008-521-20-31-02	LE-Minor Equipment	Nik Test - Cocaine	\$71.71
			INV183746	001-008-521-20-31-05	LE-Equipment - New Officers	Nylon liner belt - A Anderson	\$41.08
			INV184068	001-008-521-20-31-02	LE-Minor Equipment	Armorskin - Beazizo	\$130.66
			INV184341	001-008-521-20-31-05	LE-Equipment - New Officers	New uniform items - A Anderson	\$1,090.43
			INV184385	001-008-521-20-31-02	LE-Minor Equipment	Black knit caps/hat-Beazizo/Brooks	\$66.43
			INV184808	001-008-521-20-31-05	LE-Equipment - New Officers	Nylon Liner belt - Holland	\$22.32
			INV184898	001-008-521-20-31-02	LE-Minor Equipment	Combat Shirt - Schedler	\$178.49
			INV185701	001-008-521-20-31-05	LE-Equipment - New Officers	New uniform - Holland	\$55.92
			INV186497	001-008-521-20-31-05	LE-Equipment - New Officers	New uniform - Holland	\$935.89
Lowes Companies	45431	Check Total					\$28.06
		6/7/2018	911225	001-012-572-20-31-00	CS-Library-Office & Operating	Vent pipe for Library	\$28.06
Marysville Printing	45432	Check Total					\$631.14
		6/7/2018	23641	001-008-521-20-31-00	LE-Office Supplies	3 part Trespass Warning Notice	\$631.14
Rauchel McDaniel	45433	Check Total					\$23.00
		6/7/2018	011718	001-001-511-60-49-02	Legislative-C.C.Retreat	PerDiem-Council Retreat-Blaine WA-McDaniel	\$23.00
Monroe Correctional Complex	45434	Check Total					\$648.47
		6/7/2018	MCC1804.816	001-010-576-80-48-00	PK-Repair & Maintenance	DOC Work Crew - April 2018	\$239.50
				101-016-542-30-48-00	ST-Repair & Maintenance	DOC Work Crew - April 2018	\$327.11
				410-016-531-10-48-00	SW-Repairs & Maintenance	DOC Work Crew - April 2018	\$81.86
MPH Industries Inc	45435	Check Total					\$76.94
		6/7/2018	6004341	001-008-521-20-48-00	LE-Repair & Maintenance Equip	Radar repair	\$76.94
Nationwide Retirement Solution	0	Check Total					\$3,684.84
		6/7/2018	060118	001-000-282-00-00-00	Payroll Liability Retirement	Employee Portion-Nationwide	\$3,684.84
Neofunds by Neopost	45436	Check Total					\$709.34
		6/7/2018	80346335 0518	001-008-521-20-42-00	LE-Communication	Postage	\$709.34
New York Life	45437	Check Total					\$496.00
		6/7/2018	MAY2018	001-000-284-00-00-00	Payroll Liability Other	Voluntary Whole Life-employee paid	\$496.00
O Reilly Auto Parts	45438	Check Total					\$168.98
		6/7/2018	2960-424527	101-015-543-30-31-00	ME - Operating Costs	Fuel filter-PW70	\$13.81



Checks to be Approved for 5/18/2018 to 6/7/2018

Name	Ck #	Date	Invoice #	Account #	Account Desc	Item Desc	
O Reilly Auto Parts	45438	6/7/2018	2960-424527	410-015-531-10-31-00	ME - Operating Costs	Fuel filter-PW70	\$13.81
			2960-424553	101-015-543-30-31-00	ME - Operating Costs	Furnace filter-PW70	\$11.67
				410-015-531-10-31-00	ME - Operating Costs	Furnace filter-PW70	\$11.68
			2960-426188	101-015-543-30-31-00	ME - Operating Costs	Blue Def Exhaust fluid PW50/67/66/65	\$27.23
				410-015-531-10-31-00	ME - Operating Costs	Blue Def Exhaust fluid PW50/67/66/65	\$27.22
			2960-426275	101-015-543-30-31-00	ME - Operating Costs	Belts-PW70	\$16.98
				410-015-531-10-31-00	ME - Operating Costs	Belts-PW70	\$16.98
			2960-427108	101-015-543-30-31-00	ME - Operating Costs	LED light - PW39	\$14.80
				410-015-531-10-31-00	ME - Operating Costs	LED light - PW39	\$14.80
Thomas F Ovens	45439	Check Total					\$795.00
		6/7/2018	Christensen	001-008-521-40-49-01	LE-Registration Fees	Registration-Sergeants Academy-Corporal Christensen	\$795.00
Performance Marine Inc	45440	Check Total					\$458.31
		6/7/2018	309372	001-008-521-21-48-00	LE-Boating Repair & Maint	Breakdown repair boat PT45	\$458.31
Perteet Inc	45441	Check Total					\$480.42
		6/7/2018	20120176.001-35	301-016-544-40-41-00	Street Op - P&D - 20th St SE	20th Street SE Phase II-Segment 1 Design	\$480.42
Pilchuck Rentals	45442	Check Total					\$1,901.92
		6/7/2018	65675	302-010-594-76-61-03	PM - Soccer Field 20th Street	Loader rental-used at Soccer Field	\$505.13
			65678	302-010-594-76-61-03	PM - Soccer Field 20th Street	Loader rental-used at Soccer Field	\$1,396.79
Powerplan	45443	Check Total					\$26.74
		6/7/2018	10936523	101-015-543-30-31-00	ME - Operating Costs	Filter elem-PW70	\$13.37
				410-015-531-10-31-00	ME - Operating Costs	Filter elem-PW70	\$13.37
Public Safety Selection PC	45444	Check Total					\$400.00
		6/7/2018	3986	001-008-521-20-41-00	LE-Professional Services	New Hire Psychological Evaluation	\$400.00
Puget Sound Clean Air Agency	45445	Check Total					\$5,111.75
		6/7/2018	18-0565 Q3	001-013-553-70-51-00	GG-Air Pollution	2018 Clean Air Assessment	\$5,111.75
Kathleen Pugh	45446	Check Total					\$166.52
		6/7/2018	060418	001-003-514-20-43-00	CC-Travel & Meetings	PerDiem/Mileage-Clerks Conf-Tacoma WA-Pugh	\$166.52
Purchase Power	45447	Check Total					\$348.14
		6/7/2018	0518	001-007-558-50-42-00	PL-Communication	Postage	\$91.22
				001-013-518-20-42-00	GG-Communication	Postage	\$220.21
				101-016-543-30-42-00	ST-Communications	Postage	\$18.35



Checks to be Approved for 5/18/2018 to 6/7/2018

Name	Ck #	Date	Invoice #	Account #	Account Desc	Item Desc	
Purchase Power	45447	6/7/2018	0518	410-016-531-10-42-00	SW-Communications	Postage	\$18.36
Right On Heating & Sheet Metal Inc	45448	Check Total \$136.13					
		6/7/2018	23703	001-012-575-50-48-00	CS-Community Center - R & M	HVAC repair at Community Center	\$136.13
Safe Kids Snohomish County	45449	Check Total \$115.00					
		6/7/2018	005	001-008-521-40-49-01	LE-Registration Fees	Reg fee-Natl Standard Child Passenger Safety-Irwin	\$115.00
Sherwin-Williams Co	45450	Check Total \$115.93					
		6/7/2018	8935-0	001-010-576-80-31-02	PK-Eagle Ridge Pk-Ops	Paint for Community Garden	\$18.25
			8936-8	001-012-569-00-31-00	CS-Aging Services-Supplies	Paint for Senior Center	\$16.97
			9226-3	001-010-576-80-31-02	PK-Eagle Ridge Pk-Ops	Paint for Community Garden	\$80.71
SirennetCom	45451	Check Total \$9,026.27					
		6/7/2018	0228311-IN	001-008-594-21-63-00	LE-Capital Outlays Equipment	Light bars/sirens for PT79	\$3,339.72
				520-008-594-21-63-00	Capital Equipment	Light bars/sirens for PT78/80/77	\$5,686.55
Six Robblees Inc	45452	Check Total \$651.34					
		6/7/2018	14-368180	101-016-544-90-31-02	ST-Operating Cost	Tires and Breakaway kit PW39	\$325.67
				410-016-531-10-31-02	SW-Operating Costs	Tires and Breakaway kit PW39	\$325.67
Snohomish County PUD	45453	Check Total \$13,369.05					
		6/7/2018	104899925	001-010-576-80-47-00	PK-Utilities	200493443 Cath Creek Park meter 73867	\$15.88
			111527692	001-008-521-50-47-00	LE-Facility Utilities	200558690 Police N Lakeshore Drive	\$119.98
			121464713	101-016-542-63-47-00	ST-Lighting - Utilities	200178218 Traffic Signal	\$142.54
			124787616	101-016-542-64-47-00	ST-Traffic Control -Utility	221128085 Traffic Signal 7441 20th St SE	\$62.80
			134683527	101-016-542-63-47-00	ST-Lighting - Utilities	202013249 Traffic Signal	\$76.28
			137888479	101-016-542-63-47-00	ST-Lighting - Utilities	202342622 Street Lights	\$67.64
			141200618	001-010-576-80-47-00	PK-Utilities	203599006 City Shop	\$155.04
				101-016-543-50-47-00	ST-Utilities	203599006 City Shop	\$155.04
				410-016-531-10-47-00	SW-Utilities	203599006 City Shop	\$155.09
			141202837	101-016-542-63-47-00	ST-Lighting - Utilities	203728159 Traffic Signal	\$48.66
			141204302	001-010-576-80-47-00	PK-Utilities	202340527 Yard	\$7.90
				101-016-542-63-47-00	ST-Lighting - Utilities	202340527 Yard	\$7.90
				410-016-531-10-47-00	SW-Utilities	202340527 Yard	\$7.89
			147835548	101-016-542-63-47-00	ST-Lighting - Utilities	202624367 Street Lights	\$10,945.71



Checks to be Approved for 5/18/2018 to 6/7/2018

Name	Ck #	Date	Invoice #	Account #	Account Desc	Item Desc	
Snohomish County PUD	45453	6/7/2018	151133526	101-016-542-63-47-00	ST-Lighting - Utilities	202988481 Street Lights	\$159.09
			151133885	001-010-576-80-47-00	PK-Utilities	203203245 Lundeen Restrooms	\$511.50
			154372120	001-008-521-50-47-00	LE-Facility Utilities	202766820 Police Dept Electric	\$535.23
			154378105	101-016-542-63-47-00	ST-Lighting - Utilities	203582010 Street Lights	\$52.26
			163980661	001-008-521-50-47-00	LE-Facility Utilities	203033030 Police Dept Water	\$76.19
			163986568	001-012-557-30-40-01	CS - VIC Utilities	205395999 Visitor Center	\$66.43
Snohomish County PW S	45454	Check Total					\$4,999.63
		6/7/2018	I000467607	101-016-542-64-48-00	ST-Traffic Control - R&M	Signal and sign repair	\$1,968.37
			I000467643	410-016-531-20-41-00	SW-SnoCo Lake Monitoring	Q1 2018 Lake Monitoring & Gaging	\$1,474.42
			I000468603	101-016-542-64-48-00	ST-Traffic Control - R&M	Signal and sign repair	\$1,556.84
Snohomish County Sherrifs Office	45455	Check Total					\$20,434.12
		6/7/2018	2018-4491	001-008-523-60-51-00	LE-Jail	Prisoner medical March 2018	\$28.37
			2018-4510	001-008-523-60-51-00	LE-Jail	Prisoner Housing March 2018	\$20,405.75
Sound Publishing Inc	45456	Check Total					\$1,028.88
		6/7/2018	EDH807102	001-007-558-50-41-03	PL-Advertising	BLD2018-0178 Hartford Industrial Lot 1 Bldg	\$96.44
			EDH807156	101-016-595-61-63-01	ST-Sidewalk Capital Project	RFQ for Sidewalk on 91st & 4th	\$27.64
			EDH807515	001-013-518-30-41-01	GG-Advertising	Special Meeting Marysville	\$31.08
			EDH807519	001-013-518-30-41-01	GG-Advertising	Special Meeting Arts Commission	\$24.20
			EDH807523	001-013-518-30-41-01	GG-Advertising	Special meeting Brightwater Center	\$29.36
			EDH807526	001-007-558-50-41-03	PL-Advertising	Public Hearing Pelling Annexation	\$113.76
			EDH807530	101-016-542-30-41-01	ST-Advertising	RFQ On Call Engineering Services 2018	\$9.52
				410-016-531-10-41-05	SW-Advertising	RFQ On Call Engineering Services 2018	\$9.52
			EDH807734	001-007-558-50-41-03	PL-Advertising	LUA2018-0078 LSSD Portable Office Placement	\$91.28
			EDH807736	001-007-558-50-41-03	PL-Advertising	LUA2018-0089 LSSD Portable Office Placement	\$91.28
			EDH807914	001-007-558-50-41-03	PL-Advertising	LUA2018-0087 Fairview Terrace	\$80.96
			EDH809258	001-007-558-50-41-03	PL-Advertising	Road Closure Main St south of Jay's Market	\$20.76
			EDH809260	001-013-518-30-41-01	GG-Advertising	2018 Water Recreation Concessions RFP	\$19.04
			EDH809298	001-007-558-50-41-03	PL-Advertising	LUA2018-0083 Columbana Dock	\$82.68
			EDH809500	001-007-558-50-41-03	PL-Advertising	SPE2018-0011 Aquafest 2018	\$74.08
			EDH809763	001-013-518-30-41-01	GG-Advertising	Ordinances 1023/1024/1028	\$58.60
			EDH809821	001-007-558-50-41-03	PL-Advertising	LUA2018-0061 Kane Preliminary Plat	\$72.36
			EDH810140	001-013-518-30-41-01	GG-Advertising	Volunteer Opportunities Arts Commission	\$96.32



Checks to be Approved for 5/18/2018 to 6/7/2018

Name	Ck #	Date	Invoice #	Account #	Account Desc	Item Desc	Check Total
Sound Security Inc	45457						\$570.87
		6/7/2018	891878	001-013-518-20-41-00	GG-Professional Service	Access/Hold up monitoring June 2018	\$570.87
SP Marketplace Holdings Inc	45458						\$11,976.50
		6/7/2018	5900	001-005-518-10-41-00	HR-Professional Services	SP HR portal	\$2,965.50
				001-006-518-80-41-00	IT-Professional Services	SP Intranet package/portal	\$9,011.00
Springbrook Nursery	45459						\$330.36
		6/7/2018	264285	001-013-594-18-60-02	GG - City Hall Demo	Topsoil for plantings at City Hall	\$103.39
			264327	001-013-594-18-60-02	GG - City Hall Demo	Topsoil for plantings at City Hall	\$206.78
			265066	001-013-594-18-60-02	GG - City Hall Demo	Cobbles for drainage at City Hall	\$20.19
SRV Construction Escrow Acct 101135376	45460						\$15,950.54
		6/7/2018	1219-02	301-016-595-30-64-01	SEPA Capital Expenditures	Retainage - SRV Construction	\$15,950.54
SRV Construction Inc	45461						\$331,452.26
		6/7/2018	1219-02	301-016-595-30-64-01	SEPA Capital Expenditures	Callow Road Improvments	\$331,452.26
Steuber Distributing Co	45462						\$163.65
		6/7/2018	2857711	101-016-542-70-31-00	ST-Roadside - Supply	Crossbow for ROW spraying	\$163.65
Strategies 360 Inc	45463						\$4,000.00
		6/7/2018	772-29225	001-013-511-70-40-00	Lobbying Services	Federal Lobbying services June 2018	\$4,000.00
Tacoma Screw Products Inc	45464						\$40.36
		6/7/2018	18199919	101-016-544-90-31-02	ST-Operating Cost	Power bits	\$20.18
				410-016-531-10-31-02	SW-Operating Costs	Power bits	\$20.18
Teamsters Local No 763	45465						\$1,362.00
		6/7/2018	060118	001-000-284-00-00-00	Payroll Liability Other	Union Dues	\$1,362.00
Technological Services Inc	45466						\$320.59
		6/7/2018	08646	001-008-521-20-48-00	LE-Repair & Maintenance Equip	Tire rotation/balance/brake inspecton PT-15-63	\$320.59
Tribune	45467						\$213.32
		6/7/2018	804409.03	001-007-559-30-41-01	PB-Advertising	Recruitment Ad - Bldg inspector	\$106.66
			804660.03	001-007-559-30-41-01	PB-Advertising	Recruitment Ad - Bldg inspector	\$106.66
ULINE	45468						\$486.46
		6/7/2018	97733595	101-016-544-90-31-02	ST-Operating Cost	Traffic Cones/buckets/mesh barrier	\$486.46
UPS	45469						\$24.05
		6/7/2018	74Y42198	001-008-521-20-42-00	LE-Communication	Evidence shipping	\$24.05



Checks to be Approved for 5/18/2018 to 6/7/2018

Name	Ck #	Date	Invoice #	Account #	Account Desc	Item Desc	Check Total
Vantagepoint Transfer Agents - 108991	45470						\$352.81
		6/7/2018	060118	001-000-282-00-00-00	Payroll Liability Retirement	ICMA Deferred Comp - Employer Contribution	\$352.81
Vantagepoint Transfer Agents - 307428	45471						\$1,238.35
		6/7/2018	060118	001-000-282-00-00-00	Payroll Liability Retirement	ICMA Deferred Comp - Employee Contribution	\$1,238.35
Verizon Northwest	45472						\$4,892.00
		6/7/2018	9807803139	001-001-511-60-42-00	Legislative - Communication	Wireless phone services	\$389.69
				001-001-513-10-42-00	Executive - Communication	Wireless phone services	\$52.70
				001-002-513-11-42-00	AD-Communications	Wireless phone services	\$52.70
				001-003-514-20-42-00	CC-Communications	Wireless phone services	\$55.67
				001-005-518-10-42-00	HR-Communications	Wireless phone services	\$52.70
				001-006-518-80-42-00	IT-Communications	Wireless phone services	\$105.40
				001-007-558-50-42-00	PL-Communication	Wireless phone services	\$145.41
				001-007-559-30-42-00	PB-Communication	Wireless phone services	\$106.72
				001-008-521-20-42-00	LE-Communication	Wireless phone services	\$3,173.96
				001-010-576-80-42-00	PK-Communication	Wireless phone services	\$252.35
				101-016-543-30-42-00	ST-Communications	Wireless phone services	\$252.35
				410-016-531-10-42-00	SW-Communications	Wireless phone services	\$252.35
Steve Warbis	45473						\$34.00
		6/7/2018	052918	001-008-521-20-31-00	LE-Office Supplies	32GB Thumb Drive	\$34.00
Washington Assoc of Sheriffs and Police Chiefs	45474						\$75.00
		6/7/2018	DUES2018-00471	001-008-521-20-49-00	LE-Dues & Memberships	WASPC dues 2018	\$75.00
Washington State Criminal Justice	45475						\$170.00
		6/7/2018	201130283	001-008-521-40-49-01	LE-Registration Fees	Registration-Interviewing Techniques-Wells	\$75.00
			201130347	001-008-521-40-49-01	LE-Registration Fees	Registration-FTO training-Alexander	\$95.00
Washington State Support Registry	0						\$163.50
		6/7/2018	060118	001-000-284-00-00-00	Payroll Liability Other	Employee Paid Child Support	\$163.50
Wave Broadband	45476						\$1,396.01
		6/7/2018	05486517	001-002-513-11-42-00	AD-Communications	Telephone Service	\$20.52
				001-003-514-20-42-00	CC-Communications	Telephone Service	\$41.04
				001-004-514-23-42-00	FI-Communications	Telephone Service	\$41.05
				001-005-518-10-42-00	HR-Communications	Telephone Service	\$20.52



Checks to be Approved for 5/18/2018 to 6/7/2018

Name	Ck #	Date	Invoice #	Account #	Account Desc	Item Desc		
Wave Broadband	45476	6/7/2018	05486517	001-006-518-80-42-00	IT-Communications	Telephone Service	\$61.56	
				001-007-558-50-42-00	PL-Communication	Telephone Service	\$133.46	
				001-007-559-30-42-00	PB-Communication	Telephone Service	\$20.52	
				001-008-521-20-42-00	LE-Communication	Telephone Service	\$698.00	
				001-012-575-30-42-00	CS-Historical-Communications	Telephone Service Museum	\$20.52	
				001-012-575-50-42-00	CS-Commnity Center - Comm	Telephone Service Senior Ctr	\$20.52	
				001-013-518-20-42-00	GG-Communication	Telephone Service	\$82.09	
				101-016-543-30-42-00	ST-Communications	Telephone Service Shop	\$118.11	
				410-016-531-10-42-00	SW-Communications	Telephone Service Shop	\$118.10	
	45477						Check Total	\$2,682.08
	6/7/2018	05491152	510-006-518-80-49-00	License Renewal - Annual Maint	3 Fiber leases	\$2,682.08		
Welch Comer & Associates Inc	45478						Check Total	\$19,125.00
		6/7/2018	55000000-001	304-016-595-30-60-04	Frontier Village/4th Project	Prelim Design Phase-Frontier Village Southern Access Rd	\$19,125.00	
West Marine Pro	45479						Check Total	\$579.06
		6/7/2018	005315	101-016-544-90-31-02	ST-Operating Cost	Hook Tripleshot	\$211.16	
				410-016-531-10-31-02	SW-Operating Costs	Hook Tripleshot	\$211.16	
			005620	001-008-521-21-31-00	LE-Boating Minor Equipment	Boat Hook/Tie Downs	\$61.39	
			006182	001-008-521-21-31-00	LE-Boating Minor Equipment	Bumpers	\$95.35	
Western Conference of Teamsters Pension Trust	45480						Check Total	\$3,069.03
		6/7/2018	060118	001-000-282-00-00-00	Payroll Liability Retirement	Employee Contributions - Teamster Pension	\$3,069.03	
Zachor and Thomas Inc PS	45481						Check Total	\$12,444.32
		6/7/2018	804	001-011-515-41-41-02	Ext Consult - Prosecutor Fees	Prosecutor Fees - May 2018	\$12,444.32	
Total							\$2,216,252.49	



**JOINT MEETING MINUTES
MARYSVILLE AND LAKE STEVENS CITY COUNCILS**

Tuesday, May 15, 2018
Marysville City Hall
1049 State Avenue, Marysville, WA

Call to Order / Pledge of Allegiance:

Marysville Mayor Nehring called the meeting to order at 7:00 p.m. and led those present in the Pledge of Allegiance.

Roll Call:

Marysville Chief Administrative Officer Hirashima gave the roll call. The following staff and councilmembers were in attendance.

Marysville Mayor: Jon Nehring

Marysville Council: Mark James, Tom King, Steve Muller, Kamille Norton (President), Rob Toyer, and Jeff Vaughan

Absent: Michael Stevens

Lake Stevens Mayor: John Spencer

Lake Stevens Council: Gary Petershagen, Brett Gailey, Kim Daughtry, Todd Welch, Rauchel McDaniel, Marcus Tageant, Kurt Hilt

Also Present: Marysville: Chief Administrative Officer Gloria Hirashima, Finance Director Sandy Langdon, City Engineer Jeff Laycock, Asst. Public Works Director, Kari Chenault, City Attorney Jon Walker, Public Works Director Kevin Nielsen, Community Development Director Dave Koenig, and Recording Secretary Laurie Hugdahl.

Lake Stevens: Public Works Director Eric Durpos, Community Development Director Russ Wright, City Clerk Kathy Pugh, Finance Director Barb Stevens, City Administrator Gene Brazel

Introductions of Council and Staff: Councilmembers and Mayors made brief introductions.

Approval of Agenda:

Motion made by Marysville Councilmember Toyer, seconded by Councilmember Norton to approve the agenda. **Motion** passed unanimously (6-0).

Motion made and seconded by Lake Stevens Councilmembers to approve the agenda. **Motion** passed unanimously (7-0).

Discussion Items:

A. City Capital Project Updates

CAO Hirashima introduced the agenda which revolved around growth and the proposed Interlocal Agreement. City Engineer Jeff Laycock reviewed Marysville capital projects. He reviewed key transportation projects in South Marysville including:

1. I-5 NB Peak Hour use lane and SR 529 Interchange
2. First Street Bypass
3. SR9/SR92 Break in Access
4. 35th to 40th Street NE Arterial
5. Roundabouts at 87th/35th and 87th/40th
6. Intersection Improvements at Soper Hill Rd, Sunnyside Blvd and 71st Avenue NE
7. 83rd Avenue NE and Soper Hill Road Intersection Improvements

Utility projects in South Marysville:

1. Sunnyside well treatment facility
2. Highway 9 well
3. Zone 560 booster pump station
4. 83rd Avenue NE Water Main Improvements
5. Whiskey Ridge Reservoir
6. Whiskey Ridge Sewer Lift Station

Community Development Director Russ Wright distributed a memorandum regarding Lake Stevens' commercial and residential development, civic projects, recreational opportunities, the ILA and capital projects, including:

Transportation projects

1. SR9/SR204 Intersection improvements
2. Village Way – new road into Frontier Village
3. 20th Street SE widening
4. New grid roads to support the 20th Street SE Corridor Subarea Plan
5. Rebuild Main Street to support the Downtown Lake Stevens Subarea Plan
6. South Lake Stevens widening and pedestrian improvements
7. Safe Routes to school grant on 91st

Stormwater

1. Decant Facility
2. Regional Stormwater Pond to support the 20th Street SE Corridor Subarea Plan

Parks

1. Rebuild and expand North Cove Park to support the Downtown Lake Stevens Subarea Plan
2. Rebuild Lundeen Park

3. Reconstruct Frontier Heights Park
4. Complete Phase 1 improvements to Eagle Ridge Park
5. Construct Cavelero Park in coordination with Snohomish County
6. Re-establish ballfields on 20th Street SE

Civic Buildings

- Build a new Police Station at Chapel Hill
- Develop a Community/Conference Center downtown
- Coordinate with special interest groups to relocate the museum, rowing shell house, library and American Legion Veteran's Memorial

B. Development and Growth in Marysville and Lake Stevens

Marysville Community Development Director Koenig reviewed development and growth in Marysville. He discussed population, development, housing, and employment numbers. Community Development Director Wright discussed population, residential development and commercial development numbers for Lake Stevens.

C. Recreational Opportunities in the Area, Including Abutting Powerline Trails

Marysville Public Works Director Nielsen and Community Development Director Koenig reviewed recreational opportunities in Marysville including: Ebey Waterfront Park Expansion, Ebey Waterfront Trail, Bayview Ridge Trail, Centennial Trail Connector, and Whiskey Ridge Trail.

Community Development Director Wright reviewed recreational opportunities and focused on the redevelopment and expansion of North Cove Park. He also discussed the Centennial Trail and the Powerline Trail. Mayor Spencer mentioned the boat launches at the lake which are extensively used. The lake is very heavily used, especially when the weather is nice.

D. Interlocal Agreement re Soper Hill Intersection Improvement

CAO Hirashima introduced the Interlocal Agreement. She reviewed the purpose of the agreement including: developing standards for the Soper Hill Rd corridor with the City of Lake Stevens jurisdiction; establishing the responsibility of each agency as it relates to design, permitting and construction of the corridor; establishing maintenance responsibilities of the corridor; and coordinating future growth.

Marysville and Lake Stevens staffs have been working together on the ILA since August 2016. CAO Hirashima reviewed the key points of the ILA including:

- Marysville would be responsible for funding and design of 83rd Avenue Roundabout and frontage improvements between 83rd and 87th Avenue NE.
- Marysville development would be responsible for 87th Avenue roundabout and frontage improvements.
- Lake Stevens would retain the lead agency and permitting authority/approval.
- Projects to comply with Lake Stevens' ordinances and engineering design and development standards.
- The improvements would be conveyed to Lake Stevens following the construction.
- Marysville to construct improvements within two years of agreement.

- Marysville to maintain 83rd Avenue project through term of agreement or 15 years.

Coordination of future growth was also discussed including:

- Traffic - SR 9 and Soper Hill Road; SR9 and SR92 intersection; and other roadway issues
- Parks - Future park needs in Sunnyside/Soper Hill area
- Schools - Both cities have adopted Lake Stevens School District Capital Facilities Plan to support Impact Fee Collection

Discussion:

Mayor Nehring thanked both staffs for the excellent overview of what is happening in the two communities.

Lake Stevens Mayor Spencer also thanked the staffs for the work they have done. He spoke to the importance of coming to agreement on future plans.

Lake Stevens Councilmember Tageant commented on Lake Stevens' concerns related to roads and traffic in the corridor.

Lake Stevens Councilmember Hilt expressed concern about the unpredicted traffic impacts and insufficient recreational opportunities for residents in that area. He stated that Marysville would get the benefit of the growth while Lake Stevens would bear the brunt of the development. He also expressed concern about HOA-maintained parks which are not truly parks. He noted that this area of the city is landlocked so it is important that kids have recreational opportunities. He expressed concern about growth in general and the importance of walkability and having a safe and healthy community.

Lake Stevens Councilmember McDaniel spoke to the positive direction of the meeting and discussions. She expressed concern about agreeing to an ILA agreement without seeing a draft first or discussing the mitigation. She agreed that Marysville would be getting most of the benefit while Lake Stevens would be taking most of the burden.

Lake Stevens Councilmember Gailey concurred with previous comments. He also expressed concern that Lake Stevens' police would have to respond to Soper Hill even though it would be primarily Marysville citizens using the road.

Lake Stevens Councilmember Welch said he would be concerned with how the Soper Hill Road turns out and the safety of the community. He spoke in support of the direction they are going.

Lake Stevens Councilmember Daughtry asked if there would be an ILA between the two police departments for mutual response in the commercial areas.

Lake Stevens Councilmember Petershagen expressed concern about the impact on Lake Stevens from increased traffic to schools. He stated that there needs to be recognition of the fact that this isn't a typical traffic situation. He noted that Lake Stevens is already built out in Soper Hill so Lake Stevens wouldn't be impacting anything. He solicited solutions from Marysville because they would be the ones having an impact on Lake Stevens' secondary roads. He commented that these are big items and shouldn't be pushed off to later. He urged the staffs to keep working on this.

Lake Stevens Councilmember Daughtry concurred with the tremendous impacts on increased traffic related to schools in the area, especially on his street.

Marysville Councilmember Muller commented that the City of Marysville doesn't create the school boundaries and doesn't have control over those. Marysville supports Lake Stevens' school fees. Marysville is also offering to pay for the entire project with pedestrian improvements. He would like to hear specific suggestions from Lake Stevens related to safety and maintenance. There was discussion about options for ownership and maintenance.

Regarding parks, Marysville Councilmember Muller stated that Marysville is committed to building its section of the Powerline Trail to Soper Hill Road. This is in the City's Parks Plan. Mayor Spencer stated that Lake Stevens is prepared to begin a conceptual analysis of the trail from Soper Hill Road to the south. They would then work with Marysville regarding funding. Mayor Spencer noted that the subdivision parks are great for young children, but the two jurisdictions should look at ways to create ballfields or covered basketball courts for young adults to use. Lake Stevens wants to make sure mitigation is going towards something that will take care of the population in that area.

Marysville Councilmember Muller disagreed with Lake Stevens' assumption that the 10,000 people would all go to Lake Stevens for shopping. He commented on the pass-through traffic in Marysville of people coming to Costco, the 172nd Street corridor, I-5, etc. He noted that Marysville is willing to invest heavily in a street that benefits the residents in that area. He spoke to the importance of having an Interlocal Agreement that addresses quality of life issues and letting Marysville take care of the cost of the roads while giving Lake Stevens a voice in what that should look like.

Lake Stevens Councilmember Gailey explained that they also have concerns about increased traffic on roads in the area because of the expected increased school population. Even though Soper Hill Road would be improved with Marysville's proposal, other roads would also be impacted. He asked how those issues would be mitigated since they would be a result of Marysville citizens in schools in Lake Stevens. Councilmember Muller replied that there are models to determine the school impact fees and corridor improvements needed as a direct result of development.

Marysville Public Works Director Nielsen reviewed model results and also some issues with the model due to other improvements that will be completed in the future. He thinks there will be a shift in the traffic patterns as a result of tolling proposals on the Highway 2 Trestle and the 1st Street Bypass to 529.

Lake Stevens Mayor Spencer spoke to the value of continued conversations surrounding parks and recreational opportunities.

Marysville Mayor Nehring spoke in support of the vision of parks and sports facilities, but wasn't sure how it could be included in this Interlocal Agreement. He asked for specific items Marysville could include in the ILA.

Lake Stevens Mayor Spencer replied that they are looking for some strong language about moving forward with recreational facilities and the powerline trail to provide options for bicycling and pedestrians. Councilmember Tageant would like to see more of a commitment to that. Councilmember Gailey commented that they envision a trail with

walking/biking down the middle and an option for recreational opportunities along the sides in some areas.

Marysville Councilmember Toyer asked about Lake Stevens' vision for the powerline trails. Lake Stevens Councilmembers commented generally on their desire to provide recreational opportunities for the citizens.

Marysville Councilmember Norton commented that there are a lot of unknowns about parks that they would not be able to figure out tonight with regard to issues such as funding, maintenance, and location. It might be possible for the cities to look at partnering on something like design work in the future. For this discussion regarding an Interlocal Agreement, she believes that focusing on the road project would be a better first step. She referred to Lake Stevens' concerns about the traffic coming from the growth in Marysville and pointed out that there are also some positive things that result from the growth such as revenue from shopping and more students in their schools.

Marysville Councilmember Vaughan commented as the elder council member. He reviewed some history of a Lake Stevens and Marysville Council meeting many years ago where they discussed the growth and commercial development in the area they are talking about tonight. At that time, like tonight, Marysville approached Lake Stevens about some things that the City was willing to do to work together, but that was unsuccessful. Now Marysville feels that there is another important opportunity for the future and is trying to hash out a variety of things. He thinks it is unfortunate that the two Councils have not been more successful at working together. He suggested that the two communities could meet regularly to try to improve their working relationship.

Marysville Councilmember King stated he lives on Sunnyside Blvd and pointed out that the traffic goes both ways. He is thrilled about plans for a trail that will tie both communities. Parks and open spaces are important to him.

Lake Stevens Mayor Spencer spoke to the need to get an ILA in place because of the development that is happening in Marysville. He doesn't think there is any question of design on the road. He suggested that Lake Stevens could come back to Marysville with some specific suggestions. Mayor Nehring agreed. He thought that the powerline trails seemed like the most logical place to start.

Marysville Councilmember Muller asked about creating a regional park agreement instead of including it in the ILA. Mayor Spencer thought that would be okay, but noted that the ILA would hinge on it.

Marysville Mayor Nehring noted he was not hearing any disagreement on the details of the road project. He asked if there was a way to get that done without drawing in something additional. Mayor Spencer replied that Lake Stevens wants a commitment regarding parks, but they don't need specificity.

Marysville Councilmember James commented that the ILA for the road makes sense and will benefit both communities. He suggested agreeing on that. The other issues are important, but they don't need to be connected to the ILA related to the road. He spoke in support of meeting more often to develop a better working relationship.

Adjournment

The meeting was adjourned at 9:06 p.m.

Jon Nehring, Marysville Mayor

John Spencer, Lake Stevens Mayor

Kathy Pugh, Lake Stevens City Clerk



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

Tuesday, May 22, 2018
Lake Stevens School District Educational Service Center (Admin. Bldg.)
12309 22nd Street N.E. Lake Stevens

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

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

ELECTED OFFICIALS ABSENT: None.

STAFF MEMBERS PRESENT: City Administrator Gene Brazel, Finance Director Barb Stevens, Community Development Director Russ Wright, Public Works Director Eric Durpos, Police Chief John Dyer, Human Resources Director Teri Smith, Human Resources/Executive Assistant Julie Good, Associate Planner Jill Meis, City Clerk Kathy Pugh, City Attorney Grant Weed, Commander Ron Brooks

OTHERS:

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

Roll Call: All present.

Approval of Agenda: Mayor Spencer requested an executive session be added to the agenda regarding pending litigation, to be held after the Public Hearing and before the Action items, with no action to follow.

Moved by Councilmember Daughtry, seconded by Councilmember Welch, to approve the agenda with the addition of the executive session prior to Action Items. On vote the motion carried (7-0-0-0).

Citizen Comments:

Sally Jo Sebring, 1023 – 99th Avenue SE, Lake Stevens, opposes approval of Ordinance 1023 regarding Final Plat Authority.

Carla DeLaVergne 7916 – 8th Street SE, Lake Stevens, said she lives at the corner of 79th and 8th Street SE, which is a blind driveway; she is concerned about the safety at this intersection and requested a solution be identified to slow down traffic.

Council Business:

- Councilmember Daughtry: Snohomish County Cities, Snohomish County Cities for Improved Transportation, Sewer District.
- Councilmember Petershagen: Sewer District, joint meeting with Marysville.
- Councilmember Hilt: SR 204/SR 9 Open House, Parks Commission, Cavelero and Eagle Ridge Parks, joint meeting with Marysville.
- Councilmember McDaniel: Joint meeting with Marysville, Planning Commission Public Meeting re Downtown, Navy Housing, SR 204/SR 9 Public Meeting.
- Councilmember Gailey: Joint meeting with Marysville; Snohomish Economic Alliance, Snohomish County Cities.
- Councilmember Tageant: Sewer Utility Committee, joint meeting with Marysville.

Mayor's Business: SR 9/SR 204 Open House, Snohomish County Council, met with Representative Rick Larsen regarding the Trestle, Legislators' Reception.

City Department Report.

- Community Development Director Russ Wright: Marysville/Whiskey Ridge growth numbers and Memorandum of Understanding, Planning Commission–Downtown Plan Public Meeting, Economic Alliance Summit, grant applications, Police Department design interviews scheduled.
- Public Works Director Eric Durpos: National Public Works Week, 20th Street SE Ballfields, Lundeen Park.
- Chief of Police John Dyer: 2017 Annual Report, strategic planning, staffing update, Special Olympics.
- Finance Director Barb Stevens: Annual financial statements.
- City Clerk Kathy Pugh: asked regarding the July 3, 2018 Workshop meeting and there was consensus to cancel this meeting.

Consent Agenda:

Councilmember Gailey requested Consent Agenda Item (D) be moved to Action Items.

MOTION: Moved by Councilmember McDaniel, seconded by Councilmember Gailey, to move Consent Agenda Item (D), Contracts re Music by the Lake and Shakespeare in the Park to Action Items for consideration. On vote the motion carried (7-0-0-0).

MOTION: Moved by Councilmember Welch, seconded by Councilmember Hilt, to approve (A) 2017 Vouchers [Payroll Direct Deposits of \$208,723.94, Payroll Checks 45237-45238 totaling \$4,463.16, Tax Deposits of \$78,550.76, Electronic Funds Transfers (ACH) of \$7,269.77, Claims Check Nos. 45236, 45239-45343 totaling \$371,096.22, Void Check Nos. 45044, 45161, 45206 totaling \$739.71, Total Vouchers Approved: \$669,364.14], (B) City Council Workshop Meeting Minutes of May 1, 2018, (C) City Council Regular Meeting Minutes of May 8, 2018, and (D) Contracts re Music by the Lake and Shakespeare in the Park [Removed], as amended. On vote the motion carried (7-0-0-0).

Public Hearing:

Pellerin Heights Annexation: Mayor Spencer opened the public hearing.

Community Development Director Russ Wright presented the staff report, including a review of the City Council's annexation strategy and the procedural history of this annexation. He noted there has been a lot of public comment and that a lot of concerns have been raised regarding growth, what the density will look like in the annexation area, and how traffic will be impacted. He then responded to Councilmembers' questions.

Proponent David Toyer, Toyer Strategic Consulting, 3705 Colby Avenue, Suite 1, Everett, clarified the zoning that currently exists under the county. Mr. Toyer said that proceeding with the annexation is consistent with the Growth Management Act, the City's resolution and the City's comprehensive plan. He noted this is not a request to approve a development, it is a request to approve an annexation that will move the properties from the county into the city. Mr. Toyer commented that whether the property is in the city or county, it is within an urban growth boundary and development is allowed.

Mayor Spencer invited public comment.

Janis Thompson, 10733 18th – Street SE, Lake Stevens, understood this was to be an annexation with high density housing, as one package deal. Director Wright explained the zoning designation is HUR, with a minimum lot size of 3600 square feet. Tonight's action is only to annex the property and set the rules for future development.

Ford Poston, 1520 – 107th Avenue SE, Lake Stevens, said he is not opposed to the annexation, but he is concerned over the density and the quality of new housing. He believes the City has the ability to make these new communities more livable. Mr. Poston also is concerned that higher density creates narrow, congested streets and high traffic.

Dan Jettick, 1516 – 107th Avenue SE, Lake Stevens, said he is concerned about how development happens. Mr. Jettick does not believe the 10% application represents the residents in the community and not all support the annexation. He does not support approval of the ordinance without an amendment to drop the HUR density.

Val McDonald, 10711 – 18th Street SE, Lake Stevens, does not believe the 10% annexation signatures that were gathered are representative of the area. She is also concerned about the cost of living increase that will come with annexation, and said the infrastructure does not support the proposed zoning and density.

Mathew Goodwell, 10902 – 18th Street SE, Lake Stevens, is concerned about increased traffic with HUR density, and specifically increased traffic on SR 204. Mr. Goodwell said 60% of the property owners of the annexation area is 3 people, and is not representative of all the property owners.

Michelle Hampton, POB 596, Lake Stevens, clarified that the 60% petition represents 60% of the assessed property value of the annexation area; she suggested Lake Stevens consider changing the vote to one house, one vote in future annexations.

Sarah Day, 10717 – 18th Street SE, Lake Stevens, said she agrees with comments and concerns that were already addressed and said she was never asked for her opinion or

signature. She supports annexation but is concerned about density. Ms. Day said there are no jobs or infrastructure to support new development.

John Tanner, 10726 – 18th Street SE, Lake Stevens, said he did not sign petition and did not vote. He is concerned about traffic on South Lake Stevens Road.

Mayor Spencer closed the public comment portion of the public hearing.

Discussion ensued and Director Wright responded to additional questions by Council.

Responding to Councilmember Petershagen's questions, Director Wright said that a traffic study will be required for development, and that if the property were developed in the county a Planned Residential Development would be allowed.

Councilmember McDaniel said she attended one of the annexation meetings and she believes the applicant has met the requirements. Councilmember McDaniel supports this annexation.

Councilmember Tageant supports the annexation and commented that when South Lake Stevens Road is addressed, if tax dollars are paid into the City they will support City infrastructure, whereas; if the tax dollars are paid to the County they can be allocated anywhere in the County.

Director Wright explained that tonight's action sets the minimum density. The proponent requested the HUR density based on the cost of infrastructure, including bringing in sewer and water. He added there is some accountability to meet the regional growth strategy under the Growth Management Act. However, an individual developer does not have to build to maximum allowed density, and zoning can be changed to a less dense zoning through a comprehensive plan amendment.

Director Wright also discussed how parking concerns would be addressed. He further commented regarding arterial access, that each project will need to do a traffic analysis to determine how the proposed project will affect levels of service, and that traffic impact fees will be required to address deficiencies.

Mayor Spencer closed the public hearing.

MOTION: Moved by Councilmember Hilt, seconded by Councilmember Gailey, to adopt Ordinance 1028 approving the Pellerin Annexation, the simultaneous adoption of land use and zoning designations and require the assumption of all existing indebtedness. On vote the motion carried (7-0-0-0).

Executive Session: Mayor Spencer announced an executive session beginning at 8:07 p.m. and lasting 10 minutes for the purpose of discussing pending litigation, with no action to follow.

At 8:17 p.m. the City Clerk announced the executive session is extended five minutes.

At 8:24 p.m. the City Clerk announced the executive session is extended another five minutes.

The regular meeting of the City Council reconvened at 8:31 p.m.

Action Items:

Contracts re Music By the Lake and Shakespeare in the Park: Responding to Councilmember Gailey's question regarding allowing alcohol at the summer art events, City Clerk Pugh said that the Rotary Club be bringing a request forward at the next Council meeting for approval to sell beer and wine at Lundeen Park during the Music By the Lake. This is a separate request from approval of the contracts. The Rotary request for alcohol will only be for the music events.

MOTION: Moved by Councilmember Welch, seconded by Councilmember Hilt, to approve the performance agreements for the 2018 Shakespeare in the Park, Music on the Lake and Movies in the Park. On vote the motion carried (7-0-0-0).

Ordinance 1023 re Final Plat Authority: Director Wright presented the staff report and said this is a second reading of Ordinance 1023; he then reviewed the procedural history. He commented the City Council previously held a public hearing on this ordinance at the April 24, 2018 Council meeting and closed the public hearing at that meeting after receiving public comment. Director Wright said the Council's requested changes were made to the ordinance following the April 24th meeting. Director Wright also said that final subdivision applications that are submitted prior to the effective date of the ordinance will be heard by Council. He then responded to Councilmembers' questions.

MOTION: Moved by Councilmember Welch, seconded by Councilmember Hilt, to approve Ordinance 1023 relating to the approval authority of final subdivisions. On vote the motion carried (7-0-0-0).

2018 Aquafest Request to Serve Beer and Wine in the VIP Booth: Director Wright presented the staff report and said this request by Aquafest requires Council approve pursuant to the Lake Stevens Municipal Code. Staff then responded to Councilmembers' questions.

Councilmember Daughtry responded to questions about the security of the VIP area.

MOTION: Moved by Councilmember Welch, seconded by Councilmember Hilt, to approve the Aquafest Committee's request to serve beer and wine in the VIP Booth during the 208 Aquafest Celebration on Saturday, July 28. On vote the motion carried (6-0-1-0) with Councilmember Daughtry abstaining.

Washington State Historical Society Heritage Capital Projects Grant Application: Director Wright presented the staff report and said if awarded, this grant could assist with the North Cove Park improvements. The grant meets the City's identified goals and objectives, and Director Wright said under the City's municipal code, the Council must approve this grant application. He then responded to Councilmembers' questions.

Mayor Spencer responded to Councilmember McDaniel's questions regarding dredging.

Councilmembers Tageant and Hilt support making the North Cove Park area more user friendly, especially for children's use of the park area.

MOTION: Moved by Councilmember Daughtry, seconded by Councilmember Hilt, to approve Resolution 2018-17 authorizing and endorsing the submittal of a 2018 Washington State

Historical Society Heritage Capital Projects Grant application for funding for improvements to public access at North Cove Park. On vote the motion carried (7-0-0-0).

Comprehensive Procurement Policy: Finance Director Barb Stevens presented the staff report and reviewed the process used to bring a revised comprehensive procurement policy forward, including gathering both staff and Council input, and legal review. Director Stevens explained that adoption of the new policy is actually a three step process which includes adoption of Ordinance 1024, amends and repeals portions of the code relating to public works project and the process for awarding public works contracts.

MOTION: Moved by Councilmember McDaniel, seconded by Councilmember Welch, to approve Ordinance 1024 amending and repealing sections of LSMC 3.5 Relating to Contracting for Services and Public Works projects. On vote the motion carried (7-0-0-0).

Director Stevens said adoption of Resolution 2018-16 regarding the Small Works Roster process. This resolution updates the thresholds in accordance with the RCW's, and also allows the City to use MRSC for the rosters but does not preclude the City from developing its own rosters in the future.

MOTION: Moved by Councilmember Welch, seconded by Councilmember Gailey, to approve Resolution 2018-16 establishing a Small Works Roster process and repealing Resolution 2007-24. On vote the motion carried (7-0-0-0).

Director Stevens said that adoption of Resolution 2018-15 adopts the Comprehensive Procurement Policy and repeals the earlier resolution and policy. She said the document identifies the thresholds for purchasing and also includes directions on how to use the policy. Director Stevens commented this is a living document and that it is very comprehensive. She noted there will likely be additional amendments brought forward in the future. Director Stevens then responded to Councilmembers questions.

MOTION: Moved by Councilmember Daughtry, seconded by Councilmember Welch, to approve Resolution 2018-15 adopting a Comprehensive Procurement Policy P-2-2018 and repealing Policy P-2-97, and establishing Resolutions. On vote the motion carried (7-0-0-0).

Professional Services Agreement with Henley Leadership Group: Human Resources Director Smith presented the staff report and said that the professional services agreement will provide a partnership with a professional leadership development group that will provide tools and resources to assist leaders to make improvements where necessary and to build upon the skills they already have. Directed Smith invited Councilmembers' questions and there were none.

MOTION: Moved by Councilmember Welch, seconded by Councilmember Hilt to approve a professional services agreement with Henley Leadership Group. On vote the motion carried (7-0-0-0).

Discussion Items: Responding to Councilmember Tageant's question, there was a consensus to hold a half-day mini retreat in September to review the status of meeting goals and other objectives by year end.

Study Session: None.

Adjourn:

Moved by Councilmember Tageant, seconded by Welch to adjourn the meeting at 8:49 p.m. On vote the motion carried (7-0-0-0).

John Spencer, Mayor

Kathy Pugh, City Clerk



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LAKE STEVENS CITY COUNCIL
STAFF REPORT

Council Agenda

Date: June 12, 2018

Subject: City Council Meeting Schedule

Contact

Person/Department: Kathy Pugh, City Clerk **Budget Impact:** N/A

RECOMMENDATION(S)/ACTION REQUESTED OF COUNCIL: Approve cancellation of the regularly scheduled City Council workshop meeting on July 3, 2018.

SUMMARY/BACKGROUND: Council President Tageant requested the July 3, 2018 City Council Workshop meeting be cancelled. The Council meeting schedule is set out in LSMC 2.08 and requires cancellation by motion.

APPLICABLE CITY POLICIES: LSMC 2.08.030

BUDGET IMPACT: N/A

ATTACHMENTS: None.



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LAKE STEVENS CITY COUNCIL
STAFF REPORT

Council Agenda

Date: June 12, 2018

Subject: Appointments to Boards and Commissions

Contact

Person/Department: Kathy Pugh, City Clerk **Budget Impact:** \$0

RECOMMENDATION(S)/ACTION REQUESTED OF COUNCIL: Accept the Mayor's nominations and appoint Stephen Ewing to the Planning Commission for a term expiring December 31, 2020, Sam Hassan and Michelle Hampton to the Salary Commission for terms expiring December 31, 2020 and December 31, 2021, respectively, and Samara Heydon to the Veterans Commission for a term expiring December 31, 2018.

SUMMARY/BACKGROUND: Boards and Commissions currently have the following vacancies: Planning Commission – 1, Veterans Commission – 1, Salary Commission – 3.

Interviews were conducted on May 21 and June 4, 2018. Following the interviews, the interview panels made recommendations to the Mayor for nominations to fill the vacancies, and the Mayor now makes the following nominations:

- Planning Commission: Stephen Ewing for a term ending December 31, 2020
- Salary Commission: Sam Hassan for a term expiring December 31, 2020 and Michelle Hampton for a term expiring December 31, 2021
- Veterans Commission: Samara Heydon for a term expiring December 31, 2018. Ms. Heydon will have an opportunity to request reappointment for a full three year appointment that would begin January 1, 2019 and expire December 31, 2021

Applications for these Board and Commission vacancies were previously provided to Council.

APPLICABLE CITY POLICIES: LSMC §§ 2.64.020, 2.51.030, 2.70.030 and City Council Rules of Procedure.

BUDGET IMPACT: N/A.

ATTACHMENTS: None.



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LAKE STEVENS CITY COUNCIL
STAFF REPORT

Council Agenda

Date: June 12, 2018

Subject: Concept Plan for Plaza Improvement

Contact	Jim Haugen, Parks and Recreation	Budget	Not to Exceed
Person/Department:	Coordinator, Russ Wright, Community Development Coordinator	Impact:	\$2500

RECOMMENDATION(S)/ACTION REQUESTED OF COUNCIL: Approve the Design Concept for Plaza Improvements in an amount not to exceed \$2500.

SUMMARY/BACKGROUND: At the June 5, 2018 Council Workshop, Parks and Recreation Coordinator Jim Haugen and Arts Commissioner Linda Ehmen presented a proposal for a low cost beautification of the area that is commonly called The Plaza, located in front of City Hall. Elements of the proposal are:

1. Paint the pony wall to match the blue in the City Hall buildings and add a Park Sign;
2. Replace the existing fence with an industrial contemporary-style fence that matches the benches;
3. Add landscaping around the tree near the War Memorial;
4. Add portable sunshades, with removable poles, around the picnic tables;
5. Add festive banners, possibly reflecting the history of the area; and

The suggestions are low cost and easily completed in a short amount of time. Staff is suggesting that volunteers, such as some of the clubs, together with Public Works, could complete the tasks.

There was general consensus to move forward with this plan.

APPLICABLE CITY POLICIES:

BUDGET IMPACT: Not to Exceed \$2500.

ATTACHMENTS:

- ▶ Exhibit A:
- ▶ Exhibit B:
- ▶ Exhibit C:



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LAKE STEVENS CITY COUNCIL
STAFF REPORT

**Council Agenda
Date:**

June 12, 2018

Subject: Approve the Rotary Club of Lake Stevens request to sell beer & wine at Lundeen Park as part of the Music on the Lake events on July 7th & 22nd, 2018

**Contact
Person/Department:** Russ Wright, Community
Development Director

**Budget
Impact:** \$0

RECOMMENDATION(S)/ACTION REQUESTED OF COUNCIL: Approve the Arts Commission request for selling of beer and wine by the Rotary Club of Lake Stevens at the Music on the Lake events on July 7th & 22nd, 2018

SUMMARY/BACKGROUND: On May 17, 2018 the Arts Commission submitted the Special Event Permit Application (Attachment A), checked to include serving Beer and Wine in a secured area located in Lundeen Park. Lundeen Park Site Map (Attachment B). An application for a Special Occasion Permit from the Washington State Liquor Cannabis Board has been submitted. (Attachment C)

The Arts Commission is proposing that beer and wine be sold by the Rotary Club of Lake Stevens in a secure area, accessible by people age 21 or older, at the Music By the Lake events between 1:00 and 5:00 pm. on July 7th and 22nd, 2018. This proposal meets the Washington State Liquor Cannabis Board requirements for a Special Occasion Permit. The Rotary Club of Lake Stevens will provide a Certificate of Liability Insurance naming the City of Lake Stevens as an additional insured. The money raised from sales will go to the Lake Steven Rotary Charitable Foundation and the Arts and Parks Foundation. The Rotary Club of Lake Stevens provided this service as part of last year's Music in the Park events.

APPLICABLE CITY POLICIES: LSMC 10.03.150 states, "the City Council may permit the sale and consumption of alcoholic beverages within a confined licensed area pursuant to an event permit issued by the City and a permit issued by the Washington State Liquor Control Board. Any applicant to the City Council for such a permit shall include a site plan identifying the specific areas to be licensed. In granting such a permit the Council may apply restrictions reasonably calculated to comply with the purpose of the Public/Semi-Public Zone as set forth in the Lake Stevens Land Use Ordinance."

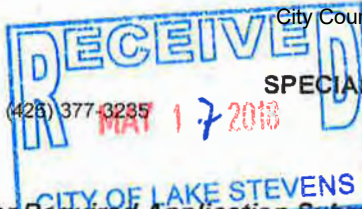
BUDGET IMPACT: \$0

ATTACHMENTS:

1. A - Event Application
2. B - Lundeen Park Site Map showing the secure area in red
3. C - WSLCB Special Occasion Permit Application



1812 Main Street
PO Box 257
Lake Stevens, WA 98258



SPECIAL EVENT PERMIT APPLICATION

PERMIT #

SP# 2018-0012

See Page 3 for Required Application Submittal Materials
A PREAPPLICATION MEETING IS REQUIRED FOR LEVEL 3 & 4 EVENTS

APPLICANT INFORMATION

1. Applicant/Agent Name:	STEVEN APODACA		
2. Organization Represented by Applicant:	LK. STEVENS ARTS COMMISSION		
3. Organization Web Site:	CITY OF LK STEVENS		
4. Applicant Mailing Address-Street: 8327 9 th PL NE	City: LK. STEVENS	State: WA	Zip: 98258
5. Applicant/Agent Phone & Contact Information:	Daytime Phone: 425-772-1787	Fax:	
	Cell Phone: 425-772-1787	Email: STEVEAPODACA@COMCAST.NET	
	Evening Phone: 425-772-1787	Other:	
6. Event Contact Person: Please print name below: STEVEN APODACA	Daytime Phone: 425-772-1787	Fax:	
	Cell Phone: 425-772-1787	Email: STEVEAPODACA@COMCAST.NET	
	Evening Phone: 425-772-1787	Other:	

EVENT OPERATIONS

7. Official Name of Event:	MUSIC BY THE LAKE			
8. Describe in detail the nature of the event: (Attach additional sheets if information exceeds space available to completely describe all activities being conducted.)	MUSICIANS/MUSICAL BANDS PERFORMING AT LUNDEEN PARK AS AN AFTERNOON PICNIC EVENT W MUSIC. THIS WILL INCLUDE CHILDREN ACTIVITIES, BEER/WINE TAST,			
9. Is the event <input type="checkbox"/> Private <input checked="" type="checkbox"/> Public?	A Private event is one in which a specified guest list and attendees are known; a public event is one in which the general public is invited through word-of-mouth, flyers, or media advertisement.			
10. Anticipated Maximum Attendance: Spectators/Volunteers	Total - Duration of Event: 500 / 20		Maximum at any one time: 500 / 20	
11. Event Level: (See Event Application Instructions Sheet for further detail on LSMC 14.16C.065 Events. A Park Use Permit may be required for events that do not qualify for an Event Level.)	LEVEL 1 <input checked="" type="checkbox"/> <ul style="list-style-type: none"> • 100 to 500 attendees • Up to 1 day 	LEVEL 2 <input type="checkbox"/> <ul style="list-style-type: none"> • 500 to 1,000 attendees • Up to 2 consecutive days • Up to 3 similar events 	LEVEL 3 <input type="checkbox"/> <ul style="list-style-type: none"> • 1 day a week • Reoccurring on a periodical or seasonal basis 	LEVEL 4 <input type="checkbox"/> <ul style="list-style-type: none"> • 1,000+ attendees per day • Up to 4 consecutive days • Pre-application meeting required
12. Address/Location(s) of Event: (Provide all public and private locations. Attach additional sheets if necessary.)	LUNDEEN PARK 10020 LUNDEEN PARK WAY LK. STEVEN, WA 98258			



1812 Main Street

PO Box 257

Lake Stevens, WA 98258

(425) 377-3235

SPECIAL EVENT PERMIT APPLICATION

13. Event Set Up Date/Time: (i.e., tents, portable restrooms, etc. Note traffic control plan may be necessary)	Date: 7/7/18 7/22/18	Time: 9:00 AM 9:00 AM
14. Event Date(s) and Hours of Operation: (Include information of each day)	Date(s): 7/7/18 7/22/18	Hours: 1:00 - 5:00 PM 1:00 - 5:00 PM
15. Event Break Down Date/Time: (Note traffic control plan may be necessary)	Date: 7/7/18 7/22/18	Time: 5:00 - 6:00 PM 5:00 - 6:00 PM

EVENT FACILITY/ACTIVITY COMPONENTS

16. Please check all items below that apply to your event and provide details below (or attach additional sheets if necessary).
Include if the request is for the City to provide equipment or service.

- \$ indicates an additional fee and/or deposit may be required
indicates a separate permit or approval may be necessary from the City or other agency
✓C Check if request is for City to provide equipment or services

<input type="checkbox"/> Air Show-Hours: _____ # <input checked="" type="checkbox"/> Alcohol sold/served-Hours: 1:00 - 5:00 PM # Location: <u>LUNDEEN PARK</u> <i>Park locations require City Council approval. Additional Insurance Requirements</i> <input checked="" type="checkbox"/> Amplified Sound-Hours: 1:00 - 5:00 PM \$ _____ C\$ <input type="checkbox"/> Animals <input checked="" type="checkbox"/> Banners-Quantity _____ C\$ Locations: <u>LUNDEEN PARK</u> <input checked="" type="checkbox"/> Brochures\$ <input type="checkbox"/> Bleachers# <input type="checkbox"/> Carnival <i>Additional Insurance Requirements</i> <input type="checkbox"/> Community Center# <i>Contact City Hall (425)334-1012 to reserve</i> <input checked="" type="checkbox"/> Electricity <i>City staff must be present for all L&I inspections on City property</i> <input checked="" type="checkbox"/> Food sold or served# <input type="checkbox"/> Garbage Service ✓C\$ <i>Required for Level 4 events. Event sponsor is responsible for the cost of garbage disposal generated by the event. Recycling containers (refundable deposit required) must be used during the event and are provided by the City.</i> <input type="checkbox"/> Inflatables (bouncy houses, advertising) <i>Additional Insurance Requirements</i>	<input type="checkbox"/> Parade(s)-Hours: _____ <i>Provide routes and road closures below</i> <input checked="" type="checkbox"/> Picnic Shelters (Lundeen Park only)# <i>Contact City Hall (425) 334-1012 to reserve</i> <input type="checkbox"/> Portable Restrooms ✓C\$ <input type="checkbox"/> Protest/Rally <input type="checkbox"/> Public Address System _____ C\$ <input checked="" type="checkbox"/> Pyrotechnics/Fireworks# <u>SPARKERS FOR CHILDREN ONLY</u> <input type="checkbox"/> Raffle/Lottery# <u>7/7/2018</u> <input type="checkbox"/> Seating/Tables <input type="checkbox"/> Sporting Event <i>Additional Insurance Requirements</i> <input checked="" type="checkbox"/> Stage <input type="checkbox"/> Vending, Food# <input type="checkbox"/> Vending, Non Food <input checked="" type="checkbox"/> Tent(s)/Trailer(s)# <input type="checkbox"/> Water Event\$# <input type="checkbox"/> Other: _____ C\$ <input type="checkbox"/> Other: _____ C\$
---	---

Provide details here and including items not on the checklist above:
(Attach additional sheets if needed)



1812 Main Street
PO Box 257
Lake Stevens, WA 98258 (425) 377-3235

SPECIAL EVENT PERMIT APPLICATION

STREET CLOSURES

17. Provide the name of each street, intersection and the approximate distance. Include whether a full or half lane closure is being requested and include the dates, times and hours of each requested closure. Attach additional sheets if needed.

Road/Date/Time:	Road/Date/Time:	Road/Date/Time:	Road/Date/Time:

EVENT SECURITY/EMERGENCY SERVICES

18. Are additional Police Services requested?
☒ YES ☐ NO

Date/Time

4/7/2018
4/22/2018

Date/Time

1:00 - 5:00 PM

Date/Time

Please describe what type of police services you are requesting (Security, Traffic control, Marine/on water, etc.)

Drive Through at minimum
4/7/2018 -

INSURANCE REQUIREMENTS

19. Please list specific insurance provided. Contact Permit Center for detailed requirements for special insurance requirements.
(Attach additional sheets if needed)

Activity/Insurance

Activity/Insurance

Activity/Insurance

SUBMITTAL REQUIREMENTS

20. The following materials must be submitted with this application form:

A. Clear and legible site plan or map that includes-

- North, indicated by a directional arrow symbol
- Name of park and/or other facilities with surrounding streets
- Overall Event Area
- Parking Plan
- Location of all physical equipment being placed, including but not limited to vendors booths, tents, signs, barricades, portable restrooms, vehicles, etc.
- Other applicable details

B. Traffic Control Plan, as applicable

C. Electrical Plans, as applicable

D. Insurance with proper endorsements

E. Copies of other permits and/or approvals required for the event

F. Application Fee

INDEMNIFICATION/HOLD HARMLESS

The undersigned, shall defend, indemnify, and hold harmless the City of Lake Stevens, 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 during this event, use of the park and/or facility, or from conduct or any activity, work done, permitted or suffered during this event, in or about the park and/or facility, except only such injury or damage as shall have been occasioned by the sole negligence of the City. The undersigned further agrees to reimburse the City of Lake Stevens for any damage arising from the organization and/or group's use of the park and/or facility.

The undersigned further certifies that the information given in this application is true and correct and further states that he/she has the authority to make this application for the group or organization. The undersigned further states that he/she accepts responsibility for this organization and/or groups compliance with all of the terms and conditions and that the group and/or organization will observe all rules and regulations established herein for the site/facility requested and will comply with all applicable federal, state or local statutes, ordinances or regulations that may not be outlined in the permit when issued. The undersigned understands that failure to do so is will be grounds for revocation of an issued permit.

Signature of Responsible Person

Date

5/17/18

STEVE APODACA
Printed Name



1812 Main Street
PO Box 257
Lake Stevens, WA 98258 (425) 377-3235

APPLICATION REQUIREMENTS

All application materials must be submitted at least 60 days prior to the event. Level 3 & 4 events require a pre-application meeting with the City.

FEES

Application fees are due at the time of submittal. All other fees/charges/deposits are due at permit issuance.

EXPEDITED REVIEW

Applications submitted later than between 60 days and 14 days prior to the event may be accepted for processing with an additional fee. The City cannot guarantee that an event will be permitted even if expedited review is request.

INSURANCE

Most activities and events require a Certificate of Liability Insurance and Endorsement (naming the City of Lake Stevens as additional insured). Individuals, groups and organizations are able to obtain the appropriate insurance through the WCIA website at www.wciapool.org, follow the directions for 'One Day Insurance: TULIP'. All of the City of Lake Stevens facilities and parks are listed under 'Washington Cities Insurance Authority' in the 'Select a Facility' scroll down menu. Required Certificates of Liability Insurance, endorsements and/or other documentation must be submitted with an application. Please contact the Permit Center at (425) 377-3235 to determine insurance requirements prior to application submittal.

EVENT SECURITY

Individuals, businesses, governmental agencies and public entities often desire police related services or assistance with their events or operations. In the event additional police services are requested, an Extra Duty Policy Services Contract will be required. Contracts will be provided upon review of the permit application by the Police Department. Execution of the contract is required prior to issuance of a permit.

GARBAGE SERVICES-

Event Level 4 Event Sponsor is responsible for making arrangements for garbage dumpster for the disposal for garbage generated for the event. The Event Sponsor shall use the City's contracted waste management provider, Allied Waste Services. In addition a fee of \$200 is required to cover costs for the handling of waste left in City owned garbage cans and dumpster which are emptied by the City.

Event Sponsor shall provide a site map showing planned placement location of dumpsters with size of each shown on the map.

RECYCLING CONTAINERS

The City provides recycle containers. A deposit fee in accordance with the current fees resolution is required prior to the event. The Event Sponsor is responsible to checkout and check-in the recycle containers with the City representative. Missing units shall be charged

SPECIAL EVENT PERMIT APPLICATION

against the deposit fee. The balance of the deposit not charged for replacement shall be refunded.

PORTABLE TOILETS

The City will determine the number of units, arrange for serving during the event, delivery placement, and removal of units. The Event Sponsor is responsible to cover all costs for the portable toilets. The City will order the serve upon receipt of the estimated cost. The number of units and placement will be based on the event area and the estimated number of participants.

OTHER PERMITS/APPROVALS

Below is a list of other permits and/or approvals that may be required for the activities listed above. This is meant to assist you with your event and is not an exhaustive list therefore, other permits or approvals may be necessary.

ACTIVITY	REGULATORY AGENCY	REQUIREMENT	FEE CHARGED
Air Show	FAA	License and Inspection	Yes
Alcohol Sold or Served	WA State Liquor Control Board City Council	Liquor License Permit Approval	Yes No
Carnival Ride/ Inflatable Toys	WA Dept. of Labor and Industries	Operator and Equipment License	Yes
Concession/Vendors	City of Lake Stevens	Business License and Concession Contract	Yes
Electrical Services	WA Dept. of Labor and Industries	L & I Inspection	Yes
Food Sold or Served	Snohomish County Health District City of Lake Stevens	Food Handlers License and Business License	Yes Yes
Pyrotechnics (Fireworks)	Washington State Patrol Lake Stevens Fire Department	City of Lake Stevens Permit State Permit & License Fire Inspection	Yes Yes
Raffles/Lottery Games	State Gambling Commission	License	Yes
Tents or Trailers	Lake Stevens Fire Department	Fire Inspection	Yes



1812 Main Street
PO Box 257
Lake Stevens, WA 98258 (425) 377-3235

PARK & FACILITY USE RULES & REGULATIONS

- Any accident involving injury to participants or damages to park, facility or equipment occurring during the use of a City park, facility or equipment shall be reported to City authorities immediately.
- The event sponsor shall not leave the park or facility unattended at any time during the hours of use defined within the agreement.
- No animals will be permitted inside facilities without prior written consent of the Planning Director or his/her designee.
- If a group or individual(s) provide their own food for their own consumption within the premises of a City facility or park, they assume responsibility for the preparation, serving and consumption of the same and shall hold the City harmless from any liability arising there from.
- All entertainment involving acoustical or amplified music must have prior approval from the Planning Director or his/her designee. Use of electrical cords outside or inside the park and facility requires prior approval.
- When determined by the Planning Director or his/her designee, the applicant will be responsible for installing 'No Event Parking' signs in the downtown shopping center.
- Games of chance, lotteries, and door prizes are not allowed except where permitted by law.
- Alterations to the Park or Facility are prohibited without prior approval. This may include but is not limited to such things as hanging signs, erecting backstops, placing goals, using masking tape on walls and floors, etc.
- City-owned equipment shall not be removed from the park or facility or loaned to any individual or organization unless prior approval by the City has been granted. Use of City-owned expendable supplies is prohibited.
- Applicants are responsible for special set-up requirements and clean up, unless specifically requested in the application. Users shall be responsible for returning the park or facility to its original condition immediately following the event.
- Cancellations by applicants require at least a 72-hour notice. Otherwise, related actual costs shall be borne by the applicant. Facility or park use is cancelled when facility or park is closed due to an emergency.
- The City reserves the right to refuse or revoke any authorization issued for the use of a City park or facility, and if rental has been paid, to refund such rental, minus expenses incurred, by the City in connection therewith.

SPECIAL EVENT PERMIT APPLICATION

CONTACT INFORMATION

Permit Center

Address: 1812 Main Street
PO Box 257
Lake Stevens, WA 98258

Phone: (425) 377-3235

Public Works

Address: 1812 Main Street
PO Box 257
Lake Stevens, WA 98258

Phone: (425) 377-3235

Police Department

Address: 2211 Grade Road
Lake Stevens, WA 98258

Non Emergency
Phone: (425) 334-9537

Fire Department

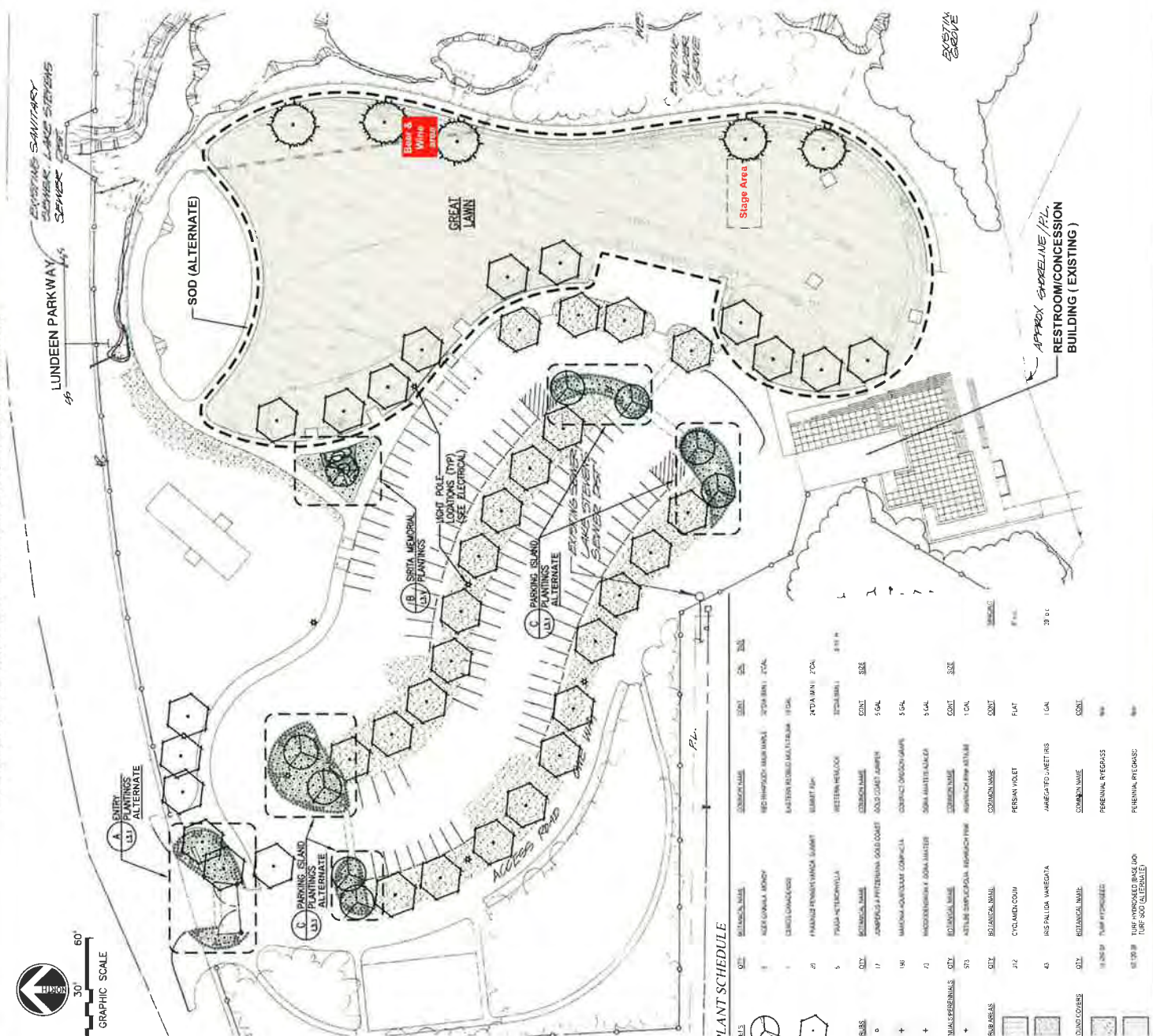
Address: 1825 South Lake Stevens Road
Lake Stevens, WA 98258

Phone: (425) 212-3042

City Hall

Address: 1812 Main Street
PO Box 257
Lake Stevens, WA 98258

Phone: (425) 334-1012



**Washington State
Liquor and Cannabis Board**

Licensing and Regulation
3000 Pacific Ave SE
PO Box 43098
Olympia WA 98504-3098
Phone (360) 664-1600
Fax: (360) 753-2710

For Office Use Only Page 60

Reception No.: _____

Date: ____ / ____ / ____

Amount Rec'd: \$ _____

Initials: _____

Application for Special Occasion License for a Nonprofit Society or Organization

A Special Occasion License allows a nonprofit society or organization to sell spirits, beer, and wine by the individual serving for on-premises consumption at a specified event. You may request to sell spirits, beer and wine in original, unopened containers for off-premises consumption in combination with this privilege. For more information about Special Occasion Licenses, please visit our [FAQ Page](#).

Applications must be submitted at least 45 days before the event. The Liquor and Cannabis Board may not be able to process your application in time for your event if you do not apply at least 45 days before the event.

1. Organization Information

Society or Organization's Name: (as it appears on your tax documents) <u>Lake Stevens Rotary Charitable Foundation</u>				Chapter #: (if applicable) _____	
<u>12309 22nd Street</u>	<u>Lake Stevens</u>	<u>WA</u>	<u>98258</u>	<u>Snohomish</u>	
Organization's Street Address	City	State	Zip Code	County	
Organization's 9-digit UBI #: <u>601631810</u>		or Tax ID#: _____			
Has this organization held a special occasion license within the past two years? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No If yes, license #: <u>093412</u>					
Nonprofit Contact Name: (must be at least 21 yrs old) <u>James Haugen</u>					
Date of Birth: <u>07/03/1953</u> (mm/dd/yyyy)		Email*: <u>jimhaugen7@gmail.com</u>			
*Approved special occasion license will be emailed to this address					
Phone No.: <u>(425) 239-2823</u>		Driver's License #: <u>HAUGEJM474MC</u>			

2. Event Information

Name of Event: <u>City of Lake Stevens Music on the Lake</u>					
Describe the nature of the event: <u>Outdoor music concert</u>					
Name of premises where event will be held: <u>Lundeen Park</u>					
Address: <u>10108 Lundeen Parkway</u>		City: <u>Lake Stevens</u>			
State: <u>WA</u>	County: <u>Snohomish</u>	Zip Code: <u>98258</u>	Inside City Limits? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No		
Estimated total number of people attending the event: <u>250</u>					
Estimated total number of people under 21 years of age attending the event: (including staff and volunteers) <u>100</u>					
Date(s) alcohol will be sold <u>07/07/2018</u> <u>07/22/2018</u> ____ / ____ / ____ ____ / ____ / ____		Time(s) alcohol will START being sold <input type="checkbox"/> A.M. <u>1:00</u> <input checked="" type="checkbox"/> P.M. <input type="checkbox"/> A.M. <u>1:00</u> <input checked="" type="checkbox"/> P.M. <input type="checkbox"/> A.M. ____ <input type="checkbox"/> P.M. <input type="checkbox"/> A.M. ____ <input type="checkbox"/> P.M.		Time(s) alcohol will STOP being sold* <input type="checkbox"/> A.M. <u>5:00</u> <input checked="" type="checkbox"/> P.M. <input type="checkbox"/> A.M. <u>5:00</u> <input checked="" type="checkbox"/> P.M. <input type="checkbox"/> A.M. ____ <input type="checkbox"/> P.M. <input type="checkbox"/> A.M. ____ <input type="checkbox"/> P.M.	
*Alcohol may not be consumed after 2:00 AM					
How many alcohol service areas will you have? <u>5</u>					
Do you intend to auction or sell spirits, beer, and/or wine for off-premises consumption? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No					

3. Outdoor Alcohol Service

Will alcohol be served outdoors? ☒ Yes ☐ No – If no, proceed to Section 4

If yes, please attach a site map for the outdoor event with this application clearly indicating alcohol service areas. When alcohol is served outdoors, it must be served in an enclosed area. [CLICK HERE](#) for site map examples and tutorial.

If alcohol will be served outdoors, are you requesting minors be allowed in the enclosed service area? ☐ Yes ☒ No

If yes, you must attach a completed [Special Occasion All Ages Outdoor Event Addendum](#).

4. Venues Requiring Authorization

Is the event being held on church or school property, a military facility, or a liquor licensed premises*? ☐ Yes ☒ No

If yes, have an appropriate official or manager from the venue sign the below authorization:

I am an official or manager of the venue and I authorize the sale of liquor at this event.

Name	Title	Phone Number
------	-------	--------------

Signature	Date
-----------	------

*The liquor from a liquor licensed premises where a special occasion event is being held is specifically prohibited from the event area during the event.

5. Wineries, Breweries, Distilleries, and Spirits Distributors

Are any wineries, breweries, or distilleries going to be present at your event? ☒ Yes ☐ No

If yes, name(s) of participating winery, brewery or distillery: Lake Stevens Brewing Company

Are you receiving donated alcohol from a winery, brewery, distillery, or spirits distributor? ☐ Yes ☒ No

If yes, from who? _____

If yes, please attach a copy of your 501(c)(3) or (6) determination letter with this application. Only certified 501(c)(3) and (6) organizations registered by the IRS may receive donated product from a winery, brewery, distillery, or spirits distributor. Visit our [FAQ Page](#) for more information about donations.

6. Use of Event Proceeds

It is illegal for a third party (e.g. a promoter) to run an event on your behalf in exchange for a percentage of the profits. Allowing a third party to receive part of the proceeds may prevent your nonprofit from obtaining Special Occasion Licenses. Misrepresentation of facts may also be cause for denial (RCW 66.24.010).

☒ I affirm and understand that all proceeds from alcohol sales at this event will only be retained by the non-profit organization submitting this application.

The fee for each Special Occasion License is **\$60.00 per day, per alcohol service area**. Special Occasion License holders are limited to 12 single-day events per calendar year.

Mail your check made payable to WSLCB and completed application to: WSLCB, PO Box 43085, Olympia, WA 98504-3085

I certify that all of the information provided in this application is true and correct.

X James Haugen
Signature of nonprofit organization member

06/02/2018

Date
Lake Stevens Rotary Charitable
Foundation Secretary

James Haugen
Print Name

Title

Remember to attach:

- ☒ Payment payable to WSLCB
- ☒ A site map, if you are serving alcohol outdoors
- ☐ The Special Occasion All Ages Outdoor Event Addendum, if you are requesting minors have access to the enclosed service area at an outdoor event
- ☐ A copy of your 501(c)(3) or (6) determination letter, if you are receiving donated product from a winery, brewery, distillery, or spirits distributor.



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LAKE STEVENS CITY COUNCIL
STAFF REPORT

Council Agenda Date: June 12, 2018

Subject: Comprehensive Procurement Policy - Revision

Contact Barb Stevens/ Finance
Person/Department:

Budget Impact: N/A

ACTION REQUESTED OF COUNCIL:

Approve Resolution 2018-20 Adopting a revised Comprehensive Procurement Policy P-2-2018 and Repealing Resolution 2018-15.

SUMMARY/BACKGROUND:

Resolution 2018-20 Comprehensive Procurement Policy P-2-2018

On May 22nd, the City Council approved Resolution 2018-15 adopting policy P-2-2018 Comprehensive Procurement Policy. This policy provides consistent procedures for all departments to procure goods and services in compliance with state law for City operations and to award contracts for public works projects in compliance with state law applicable to non-charter optional municipal code cities. Additionally, the policy addresses conflicts of interest, appearance of fairness, and codes of conduct.

After adoption, further edits that enhanced clarity, provide greater consistency, and other minor non-substantive edits were determined to be necessary. The changes are as follows:

- Page 4 – deleted duplicated statement
- Page 5 & 6 – Added language clarifying conflict of interest exceptions regarding business dealings with city officials, employees, or immediate family. Per RCW 42.23, contracts and purchases are allowed in non-charter code cities, but should be kept to a minimal level.
- Page 8 – Clarified that Federal Debarment is only relevant on Federal Contracts
- Page 13 – Typographical error
- Page 14 – Added additional cooperative purchasing options
- Page 14 – Corrections within the table including terminology, and additional procedural requirements
- Page 16 – Added language clarifying what costs/items are included in a project, and additional procedural requirements

This resolution includes a new “Revisions” section that would authorize the Finance Director to make minor, non-substantive, and/or procedural changes to the Policy P-2-2018 without further approval of the council. However, no changes shall be made to Policy P-2-2018, without the City Council’s approval, that change or modify contract approval authority as set forth in municipal code, or changes that limit, modify, or amend any other process or procedures which currently requires the City Council’s approval.

The types of corrections and clarifications being made today, would in the future, fall under the authority of the Finance Director if Council so approves.

APPLICABLE CITY POLICIES:

LSMC 3.50; RCW 35A.40.210; RCW 35.22.060; RCW 39.04.155; RCW 42.23

BUDGET IMPACT:

N/A

ATTACHMENTS:

- ▶ Resolution 2018-20 Adopting Comprehensive Procurement Policy
 - ▶ Exhibit A to Resolution 2018-20: Comprehensive Procurement Policy P-2-2018

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

RESOLUTION NO. 2018-20

A RESOLUTION ADOPTING A COMPREHENSIVE POLICY FOR THE PURCHASE AND DISPOSITION OF GOODS, SERVICES, EQUIPMENT, SUPPLIES AND PROPERTY FOR THE CITY OF LAKE STEVENS; AND REPEALING RESOLUTION NO. 2018-15.

WHEREAS, on May 22, 2018 the City Council approved Resolution 2018-15 that adopted a Procurement Policy for the City of Lake Stevens which provided consistent procedures for all departments to procure goods and services in compliance with state law for City operations and to award contracts for public works projects in compliance with state law applicable to non-charter optional municipal code cities; and

WHEREAS, after adoption further edits that enhance clarity, provide greater consistency, and other minor non-substantive edits were determined to be necessary; and

WHEREAS, staff felt that in the interest of transparency that the edited policy be approved by a new Resolution and the former policy be revised; and

WHEREAS, the City Council authorizes staff to make additional revisions that do not change the substance or intent of the Policy without additional approval by the Council;

NOW , THEREFORE, THE CITY COUNCIL OF THE CITY OF LAKE STEVENS, WASHINGTON, DOES RESOLVE AS FOLLOWS:

SECTION 1 – REPEAL. Resolution No. 2018-15, is hereby repealed for the reason that it is replaced by this Resolution.

SECTION 2 – ADOPT. Comprehensive Procurement Policy P-2-2018, is attached as Exhibit “A” and is hereby adopted and incorporated herein by this reference as though fully set forth herein.

SECTION 3 – REVISIONS. The Finance Director is hereby authorized to make minor, non-substantive, and/or procedural changes to the Policy P-2-2018 without further approval of the council. However, no changes to Policy P-2-2018 shall be made, without the City Council’s approval, that change or modify contract approval authority as set forth in municipal code, or changes that limit, modify, or amend any other process or procedures which currently requires the City Council’s approval.

PASSED by City Council of the City of Lake Stevens this 12th day of June, 2018.

John Spencer, Mayor

ATTEST:

Kathy Pugh, City Clerk

APPROVED AS TO FORM:

Grant Weed, City Attorney

Exhibit A



POLICY NO.

P-2-2018

COMPREHENSIVE PROCUREMENT POLICY

ONE COMMUNITY AROUND THE LAKE

Effective May 22, 2018

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I. P-2-2018 PROCUREMENT POLICY SUMMARY TABLE

Procurement Type	Requested (when included in budget)				
	Thresholds	Approval Staff	Approval DH	Award/ Approval CA/M	Award/ Approval Council
PUBLIC WORKS					
Public Works - Minimal	<10,000			X	
Public Works - (Single) - Day Labor	< \$40,000		X		
Public Works - (Multi) - Day Labor	< \$65,000		X		
Limited PW Process (Part of SWR - min 3 quotes)	\$10,000 - \$35,000			X	
Public Works - Small Works Roster (All or min 5 quotes)	\$35,001 - \$300,000			\$100,000	>\$100,000
Public Works - Formal Bid Process	> \$300,000				X
Public Works - Formal (If Not using Small Works Roster)	> \$40,000/ >\$65,000			\$100,000	>\$100,000
Procurement Type	Requested (when included in budget)				
	Thresholds	Approval Staff	Approval DH	Award/ Approval CA/M	Award/ Approval Council
PROFESSIONAL SERVICES					
Professional Services (Architect & Engineer) RCW39.80	Qualification Based			\$100,000	>\$100,000
Non-Professional (Personal & Purchase of Services)					
Direct Selection/Negotiation	<\$15,000			X	
Informal (Minimum 3 Quotes)	\$15,000 - \$100,000			X	
Formal Bidding - (not sealed) Request for Proposals	>\$100,000				X
Procurement Type	Requested (when included in budget)				
	Thresholds	Approval Staff	Approval DH	Award/ Approval CA/M	Award/ Approval Council
PURCHASING (NON PUBLIC WORKS RELATED)					
Purchasing - Direct Purchase	<\$15,000	<\$1,000	X		
Purchasing - Informal (3 Quotes)	\$15,000 - \$150,000		\$50,000	>\$50,000	
Purchasing - Formal Bidding - Request for Bids (sealed or not)	>\$150,000			X	
Council Reporting: All purchases made and/or contracts executed over \$10,000 and less than Council approval threshold, must be reported to Council at their next Regular Council Meeting. These may be reported through "Department Report" or by other means.					
Cooperative Purchasing: There is no requirement for competition when purchasing from State Contracts or other contracts covered by an interlocal agreement. However, for other than State Contracts, Finance needs to be consulted to assure compliance with RCW 39.34. Purchasing approval thresholds apply.					
Small Works Roster: May be used for public works projects less than \$300,000. Participating pre-qualified contractors in appropriate work category are notified of bidding opportunities. There's no need to advertise projects or have public bid opening. Council awards contracts over \$100,000.					
Federal Funding: If any federal funds are used, including pass-thru grants/loans, please refer to the Federal Code of Conduct and Federal Award Standards sections of the Comprehensive Procurement Policy and follow the requirements set forth in the Federal Procurement table.					

II. OVERVIEW

Purpose: The purpose of this document is to implement the requirements of state law regarding procurement and bidding on public contracts for public works, goods, services, supplies and materials. It is the City's policy to follow state requirements regarding the expenditure of public funds, to provide a fair forum for those interested in bidding on public contracts and to help ensure that public contracts are performed satisfactorily and efficiently at least cost to the public, while avoiding fraud and favoritism in their award.

Controlling Laws: The expenditure of public funds for the purchase of and contracting for, goods, services, supplies and materials shall comply with all applicable state law requirements as set forth in the Revised Code of Washington (RCW) and the Washington Administrative Code (WAC), in addition to any applicable local and federal laws and regulations.

Monitoring and Compliance: The department heads shall implement, monitor and enforce these policies. In the event of any conflict in procurement requirements or questions about proper procedure or other requirements, the matter shall be referred to the Finance Director for further action. Willful or intentional violations of public procurement requirements may result in personal penalties, financial liabilities, and/or discipline. See RCW 39.30.020.

Proper Authorization: Only authorized employees acting within the scope of their authority may obligate the City in the acquisition of goods or services. Any employee purchasing goods on behalf of the City without proper authorization may be personally liable to the vendor and the City, and subject to disciplinary action.

III. DEFINING THE NEED

Before determining the procurement method and approval authority, the type of purchase must be established. The major categories of purchases include:

Public Works: ([RCW 39.04](#))

Includes all work, construction, alteration, repair or improvement other than ordinary maintenance, executed at the cost of the City:

- Examples: demolition, remodeling, renovation, road construction, building construction, and utilities construction;
- Ordinary maintenance is not specifically defined in RCW 39.04 but is generally considered to include work not performed by contract and performed on a regular basis to service, check or replace items that are not broken;
- For purposes of prevailing wage requirements, public works includes ordinary maintenance when performed by contract.

Materials, Supplies and Equipment

Materials, supplies and equipment are considered tangible items which are manufactured and are moveable at the time of purchase. It is important to distinguish between materials, supplies and equipment used in public works contracts as opposed to non-public works contracts as different bidding requirements apply to each.

Examples: Office supplies, off the shelf software, hardware, trucks, copy machines, auto parts, gravel, janitorial supplies.

Services

Services are the labor, time, or effort of a human being. Distinguishing between services and public work is also important, as services may also have different bidding requirements. ~~Services include the labor, time or effort of a human being.~~ The City has four classifications of services:

➤ Professional Services:

Services provided by independent consultants that require specialized knowledge, advanced education, professional licensing or certification and where the primary service provided is mental or intellectual, involving the consistent exercise of judgment and discretion.

Examples: accountants, attorneys, consultants, graphic artists.

➤ Architectural and Engineering Services (A&E Services):

These services are to be acquired under the authority and procedures outlined in [RCW Chapter 39.80](#).

Examples: Engineers, land surveyors, architects, and landscape architects.

➤ General Services/Purchased Services:

All other service related work that is not considered a public work or professional service. Most often these are routine in nature (i.e.: yearly, monthly, weekly, etc.)

Examples: Building maintenance, elevator maintenance, automotive services, and instructors.

➤ Technology Systems and Services:

Any technology hardware or software system purchase, or maintenance agreement.

Examples: Computers, tablets, servers, annual licensing agreements, custom or off the shelf software, technology consulting.

Determining the Cost

Once a need has been defined, the estimated cost of the goods and/or services will generally determine what competitive selection process you will need to follow. Estimated costs for competitive bidding purposes must include:

- All construction related work (but not engineering/architectural design fees, as all A&E must be selected based on qualifications before cost is negotiated);
- All phases of the project;
- Any internal permitting costs of the project;
- All applicable sales and use taxes;

The cost estimate should not include donated materials, labor, supplies, etc.

IV. PURCHASING CODE OF ETHICS

The public must have confidence in the integrity of its government. The purpose of this Code of Ethics is to apply and give guidance to all employees so that they may conduct themselves in a manner which will be compatible with the best interest of themselves and of the City of Lake Stevens.

To instill public confidence in the award of public contracts and the expenditure of public funds, the City adopts the following code of ethics regarding public contracting:

- Actions of City employees shall be impartial and fair.
- Government decisions and policies shall be made in compliance with required procedures and within the proper channels of government structure.
- Public employment shall not be used for personal gain, and City employees shall not solicit, accept, or agree to accept any gratuity for themselves, their families or others that would or could result in personal gain. Purchasing decisions shall be made impartially, based upon the City's specifications for the contract and the responses of those bidding on the contract.
- No employee, officer, or agent may participate in the selection, award, or administration of a contract supported by a federal award if he or she has a real or apparent conflict of interest. This conflict of interest extends beyond the individual employee, officer, or agent to include that individual's immediate family members, partner, and other employers.

V. PROHIBITED PRACTICES

- Collusion among bidders. Agreement or collusion among bidders or prospective bidders to either buy or sell in restraint of freedom of competition, be as agreement to bid a fixed price or otherwise, shall render the bids void. Such bidders may be subject to possible exclusion from future bidding with the City when determined by the City Administrator to be in the best interest of the City.
- Disclosure of Formal Bid Contents. Disclosure in advance of opening bids of any information contained in the sealed or formal bid made or permitted by a City Officer or employee may render each bid void by the City. Notwithstanding anything herein to the contrary, bids submitted by bidders taking advantage of any information revealed contrary to this section shall at once become null and void.
- Gratuities. Except for normal business and social courtesies, or donation publicly given and accepted, the acceptance of any gift or gratuity in the form of cash, merchandise or services of significant value by an official or employee of the City from any vendor or contractor in return for a commitment to continue or initiate a purchasing agreement is prohibited
- Employee Owned Businesses. Generally, City goods or services shall not be obtained from businesses in which City officials, employees or their immediate

family members have a majority ownership interest except as allowable by RCW 42.23.030.

- Sale of Materials and Supplies. The City shall not use its purchasing power or lend its credit to acquire goods or services for any private party, nor shall the City sell its materials or supplies to City officials, employees, or the public except when said materials have been declared surplus and disposed of as provided herein
- Conflict of Interest. An employee is not to participate directly or indirectly in a procurement when they are aware of or know there is a conflict of interest.
- Solicitation of Donations. The City will not accept donations of materials or services in return for a commitment to continue or initiate a purchasing agreement
- Bid Splitting: Issuing several PO's or orders under the dollar limit or breaking a project into phases to avoid bidding is against state law. Combine the total of foreseen identical items purchased at the same time or similar items (or items that are used together) within a calendar years' time, in which the cost exceeds competition limits or when it is determined that volume discounts can be obtained by combining City wide usage (i.e. office supplies, laundry services, janitorial paper products, etc.)

All local governments in Washington are subject to the state's Conflicts of Interest statute ([Chapter 42.23 RCW](#)). Generally, municipal officers are prohibited from having financial interests in contracts made by or under the officer's supervision or for the benefit of their office. [RCW 42.23.020\(2\)](#) defines "municipal officer" rather broadly and basically means any city employee acting on behalf of the City. [RCW 42.23.020\(3\)](#) defines "contract" as including any contract, sale, lease or purchase.

Violating these rules can bring serious penalties, including monetary fines, nullification of contracts, and possible forfeiture of employment. Common sense can be a good guide in this area of the law, but sometimes gray areas can create confusion and uncertainty. If you are concerned about a specific situation, consult with Legal Counsel.

VI. SIGNATURE AUTHORITY

Department Heads DO NOT have the authority to sign contracts Only the Mayor, or the City Administrator, as authorized designee, have certain delegated authority to sign contracts. See Definitions Section to determine what constitutes a "Contract".

The Mayor has ultimate signature authority for the City of Lake Stevens. As authorized designee, the City Administrator has authority to sign contracts, including Interlocal Agreements, up to \$100,000 and approve all budgeted purchases without dollar limitation.

VII. PURCHASE ORDERS & REQUISITIONS

Requisitions and Purchase orders are preferred for encumbering funds and determining budget prior to ordering goods or services, yet are not required by the City. Only Finance and select purchasers (as limited by system security set-ups) have the authority to produce Purchase Orders for the City of Lake Stevens. ONLY Finance has the authority to commit a Purchase Order within the system. If you need a hardcopy of a PO for any dollar amount, contact Finance and we will create one and email it to you.

VIII. GRANT & FEDERAL FUNDING

Purchases made or work performed with Federal grant funds must follow the standards identified in the Federal Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards (OMB Title 2, Subtitle A, Chapter II, Part 200. See Federal Code of Conduct and Federal Award Standards sections for summary requirements.

Please note, the federal government does not recognize Washington State's Small Works alternative procedures or thresholds. **Do not use SWR procedures or thresholds if any federal funding is included or used.**

ALL GRANTS ARE DIFFERENT, so one size does not fit all. Some grants simply require you to use your own procurement rules, while others require you to insert their contracting clauses into your contract.

Please note that all grant applications, without limitation, must be signed by the Mayor. Additionally, all Federal grant reimbursement requests must be signed by the Mayor, designees are not permitted.

Prior to initiating any purchases or contracts with federal funds, the responsible administrator will document that the procurement complies with the requirements of RCW 57.08.050 and Uniform Guidance (note: the most restrictive procurement method will be used whether it be federal, state, or local law). A copy of the documentation shall be retained in the department files.

IX. INSURANCE/LICENSES/PREVAILING WAGES

When hiring anybody to do anything for the City, there are FOUR requirements that need to be met.

1. Certificates of Insurance

Before any contractor is allowed to work on City property (no matter the dollar amount of the work), contact City Clerk or Risk Management to determine if a Certificate of Insurance is required. If required, the contractor must furnish the City with a Certificate of Insurance, naming the City of Lake Stevens as primary & noncontributory **additional insureds with an additional attached endorsement.**

Certificates of Insurance are a complex issue, so please contact the City Clerk or Risk Manager to discuss Insurance Requirements and what the limits of coverage should be, according to how much risk is involved (Insurance requirements are determined by the City Risk Manager).

2. Responsibility Criteria for Contractors:

- o Washington State Contractor's License/Federal Registration –It is unlawful for the City to hire anyone to do construction work on our property that does not have a valid State of Washington Contractor's License. You may look up a Contractor, Electrician or Plumber at: <https://fortress.wa.gov/lni/bbip/>
- o Department of Revenue Business Records Database: <https://secure.dor.wa.gov/gteunauth>
- o Verify Workers' comp Premium Status: <https://fortress.wa.gov/lni/crpsi/>
- o Check for debarment: **State of Washington**
<https://secure.lni.wa.gov/debarandstrike/ContractorDebarList.aspx>

FEDERAL CONTRACTS - Federal Debarment:

It is unlawful to hire any firm to do business with the City that is not registered and in good standing with the US Government. You can check the status of an entity so see if they have been debarred at <https://www.sam.gov/portal/SAM/##11>. Print out the resulting page (even if no records were found) and file it with your paperwork for audit. Please contact Finance if assistance is needed.

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3. City of Lake Stevens Business License

A City of Lake Stevens Business License is also required for any business working inside the City limits. The vendor may contact the Department of Revenue at www.dor.wa.gov

4. Prevailing Wage Requirements

Chapter 39.12 RCW is the **Washington State Public Works Act**, also known as the Prevailing Wage Law. This law requires that workers be paid certain hourly wages for all public work and public service maintenance contracts, no matter what the dollar amount!

This Prevailing Wage law was enacted to protect the employees of contractors performing public works construction/maintenance from substandard earnings, and to preserve local wage standards.

The Department of Labor and Industries administers the law; the Attorney General prosecutes violators; and the State Auditor ascertains if our policies, practices and procedures meet the requirements of the law.

Owner/Operators that do not have any employees do not need to pay themselves prevailing wages, however, they do still need to file Intents and Affidavits with the Department of Labor and Industries and list in section 3 of the form that they are Owner/Operator.

Any worker, laborer or mechanic performing public work must be paid prevailing wages. It does not usually apply to work that is clerical, executive, administrative or professional (grant funded projects may be an exception).

X. CONTROLLED COMMODITIES

The following items require approval from designated people. They are:

- Computers and related equipment, cell phones, fax machines, printers, scanners and copiers, software or systems - **IT Manager**.
- Anything Technology Services is requested or required to install, connect, service, maintain or support – **IT Manager**

New Procurement - Technology

The purchasing of hardware, software, licensing, and technical services carries a set of unique requirements, risks, and challenges.

Types of technology (IT) purchases:

Purchase Type	Definition	Taxable
Hardware	Purchase of computer hardware components.	Yes
Software- Off the Shelf w/Installation	Purchase of off-the-shelf software including installation. See RCW 39.04.270	Software – Yes Installation - No
Software – Customized	Purchase of software with programming and customization. See RCW 39.04.270	No
Annual Maintenance Agreements	Agreement to maintain City systems	Yes
Hosted Software (SaaS)	IT services and software provided in a hosted, or cloud, environment.	Varies
Technical/Professional Services	Professional services in support of hardware, software, and networks	No

Telecommunications and Data Processing

When purchasing telecommunications and data processing (computer) equipment or software costing above \$15,000, the City may follow a “competitive negotiation” process as an alternative to the bid process. [RCW 39.04.270\(3\)](#) allows purchases through use of an alternative competitive negotiation process requiring, at a minimum, the following steps:

- A request for proposals (RFP) must be published in the newspaper of general circulation at least 13 days before the last date on which the proposals will be received.

- The RFP must identify significant evaluation factors, including price, and their relative importance.
- The City must provide reasonable procedures for technical evaluation of the proposals, identification of qualified sources, and selection for awarding the contract.
- The award must be made to the qualified bidder whose proposal is “most advantageous” to the City. The City may reject all proposals for good cause and request new proposals.

Technology Software & Services – Competitive Process

Technology Systems and Services Purchases include any technology hardware or software system purchase or maintenance agreement.

Hardware/Software Annual Maintenance Agreements

There are two types of annual maintenance agreements:

Sole Provider

When annual maintenance of a City system is performed by the sole proprietor/vendor of that hardware/software, and there are no other maintenance providers available, a competitive process is not reasonable. For these situations, annual maintenance agreements are treated as standalone agreements (costs are not aggregated to the original purchase agreements).

If the first year of annual maintenance costs are included in the original purchase, the costs should be aggregated together, because we would not be paying for the annual maintenance without the purchase of the software. The reference to the annual maintenance costs should be included in the Council Agenda when Council approval is required.

Multiple Providers

When there are multiple maintenance providers available for a particular system, and competition clearly exists for the service, a quote or RFP process may be required depending on the dollar amount.

SaaS (Software as a Service) and Hosted Software Agreements

SaaS (Software as a Service) and Hosted Software agreements are IT services and software provided to the City in a hosted, or cloud environment, versus provided on the City’s own computer infrastructure (e.g. servers and networks).

Because City data may be handled, accessed, or stored by the SaaS application provider, the security of this data is very important. It is imperative that IT be contacted prior to purchasing

any SaaS product. In addition, these agreements may result in a long term solution for the City and a competitive process may be required regardless of initial cost.

When the department receives an invoice for annual (or periodic) payment, the invoice(s) will be processed through the typical invoice approval/process.

SaaS agreements are treated the same as other standard contract agreements.

XI. PURCHASE OF MATERIALS, SUPPLIES, EQUIPMENT

Unrelated to Services, A&E or Construction/Public Work

It is the Department Heads responsibility to appoint who shall make purchases for their department on the City's behalf under the respective quote limits.

Only authorized purchases used to conduct City business, consistent with the City priorities and state and local laws that are within predetermined budgets, are allowed.

THRESHOLDS – (per calendar year for one or more identical, similar or like items, and items used in conjunction with one another):

PURCHASING		
\$ -0- to \$14,999	Competition is not required. Department is encouraged to determine price is fair and reasonable and document in department files.	Staff may approve purchases up to \$1,000; Department Directors may approve purchases up to \$49,999
\$15,000 to \$150,000	3 Documented Quotes <i>Phone quotes are acceptable up to \$35,000. Written quotes are required over \$35,000.</i>	Department Directors may approve purchases up to \$49,999; City Administrator/Mayor may approve all purchases
Over \$150,000	Formal Bid or RFP <i>Sealed bids may be required over \$150,000</i>	City Administrator/Mayor may approve purchases
Council approves purchases through the expenditure authorization process. City Council pre-approval is not required for <i>budgeted</i> purchases at any dollar amount. Department Directors are required to notify City Council of all purchases made above \$10,000 at the next Regular City Council meeting, via staff report, as part of the Department Report, or by other acceptable means.		

All dollar limits include freight, handling, and set-up cost, plus appropriate sales tax. If there will be a trade-in, the dollar limit is of the gross purchase, not the net purchase after trade-in.

Local Business Open Accounts: The City may establish open accounts at local businesses, and purchases on these accounts may be made only by authorized City employees.

A. HOW TO OBTAIN A VENDOR NUMBER

Vendor numbers are assigned through the City's accounting software. Vendors must be in the system prior to making purchases. To create a new vendor, you must provide Finance with the vendor's completed W9. If the vendor is already in the system or is a City employee or a Board or Commission member, a W9 is not needed.

B. PAYMENTS

Specify where the vendor needs to send an invoice at time of the order. Utilize the city's mailing address or for electronic invoices, use the city's specified "invoicing" email address. **All questions regarding payments should be directed to the Finance Department's Accounts Payable staff.**

CITY CREDIT CARDS PURCHASES:

- **All procurement policies still apply**
- Cash advances are prohibited.
- Expenditures paid with a City credit card shall be made in the amount of actual expenditures.
- The Finance Director or designee shall serve as the custodian of the City's credit cards.
- Employee's not assigned a credit card and desiring to utilize a City credit card shall request the card through their Department Director. The Department Director shall request an additional account for the employee through the Finance Director.
- Any employee using the City's credit card to make a City purchase shall submit receipts for said purchases to the Finance Department the next business day that the employee is back in the office.
- **In no event, shall the City's credit card be used for the acquisition of alcohol or personal goods or services of any kind.**

PCARD (VISA): A PCard is an alternative way to make a payment, the use of which may be authorized by Finance. All procurement policies still apply.

C. TRAVEL & REIMBURSEMENT POLICY: See - PERSONNEL RULES AND POLICIES

D. PROCEDURE TO OBTAIN QUOTES (\$15,000 to \$150,000):

Department personnel may obtain phone quotes up to \$35,000. Written quotes are required above \$35,000.

- Department contacts three vendors for quotations. Be sure technical information defines acceptable quality and insure vendors are quoting on equal and comparable items. All vendors must be provided the same information. If one vendor offers an acceptable alternative, **new quotes must be requested, using the alternate specifications.**
- The City will not pay for any technical information from the vendor. If the information is to be shared with other vendors, it must be stated so up front. If you use a vendor's technical information without their approval, you may find yourself in a legal tangle.
- On-site demonstrations or delivery of preview/trial merchandise does not constitute a purchase. Competition may still be required.
- Document Quotes: Obtain freight pricing (FOB Destination), if not indicated by vendor. Include vendor contact information in case we need to get a hold of them.
- Vendor selection is made ~~by~~-based on the recommendation of the requesting department personnel, considering price, quality and product availability.
- Quote documentation is attached to purchase order or invoice and filed in Finance for auditing and document retention.

E. PROCEDURE FOR FORMAL BIDS or RFP's - Over \$150,000:

Bids/RFP's are required whenever the cost of materials, supplies, equipment or *ordinary* services exceeds \$150,000.

Responsibilities for the Bidding/RFP process are that of the Department. The responsibilities are as follows:

- Determine the need.
- Notify the Finance Department regarding any budget transfers to cover funding.
- Create technical specifications, bid package, and check for legalities.
- Arrange pre-bid conference, if necessary to invite contractors to discuss bid requirements.
- Advertise the Bid
- Distribute bid packages to vendors and maintain accurate vendor records.
- *If Bids are Sealed: Conduct bid opening with Clerk.*

- *If not Sealed: Document bids and do not reveal the contents to other bidders until awarded.*
- Tabulate bids and verify responsiveness.
- **AWARD:** After bids have been opened, recommend award. Bid must be awarded for the most responsive bid from a responsible bidder. If recommendation for award is being made to anyone other than the low bidder, attach memo stating specific reasons why the low bid is not acceptable. RFP's are awarded to the vendor who scored the most points on predetermined criteria. Don't reveal status of your recommendation to the vendor.

F. COOPERATIVE PURCHASING

Bids and/or contracts by municipalities and cooperative organizations can be used to acquire goods and services. When using a cooperative option we are, in essence, "piggybacking" off of the original entity's competitive process thus eliminating the need to perform our own.

Examples include the Washington State Department of General Administration and the Department of Information Services (DIS), which both offer existing contracts for goods and services that the City may use. The City pays an annual fee to the state for the ability to piggyback off of their contracts and encourages the use of these contracts whenever possible.

Other cooperating purchase options include, but are not limited to, the Sourcewell (formally National Joint Powers Alliance (NJPA)), U.S. Communities, King County Cooperative, and Interlocal agreements with other governmental agencies.

The Competitive Process

#	Task	Action
1	Confirm the City has a signed Cooperative Purchasing Agreement/Interlocal Agreement with the municipality or agency.	Work with buyer Finance. Execute agreement if necessary.
2	Review cooperative contract/ website for piggyback requirements	Work with cooperative agent.
3	Contact vendor to verify if vendor will honor state the cooperative organization's contract pricing	Obtain details regarding all aspects of purchasing including invoicing, availability, delivery, etc.
4	Contact buyer vendor to place order	Place order and process invoice for payment.
5	<u>Compile all bid, award, contract documents and save electronically for future audit</u>	<u>Documentation of compliance with State and City procurement policies</u>

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Completing the Purchase

- State contracts include standard terms and conditions. When piggybacking off of a state contract, all of the state contract terms and conditions apply.
- Occasionally, the City may opt to change the state's contract requirements which will require the City to utilize its own Goods & Services Contract identifying those requirements that are unique to the City's purchase.

Approval Process

The use of a cooperative purchase allows the City to utilize another entity's competitive process, it does not change the authorized levels for procurement and approvals. The procurement and approval process will be determined by the purchase type, as defined in this manual.

POOR PERFORMANCE? When things go wrong, don't remain silent! Remember to **DOCUMENT!!** Even if you have had on-going problems with a vendor, we will have a very hard time canceling a contract or not awarding them a new contract, unless we have proper documentation of the problem.

XII. PURCHASE OF PUBLIC WORK CONSTRUCTION ACTIVITIES

Public Work is all work, construction, alteration, repair, maintenance or improvement that the City has performed or contracted. It includes, but is not limited to:

- Demolition
- Remodeling
- Renovation
- Painting
- Road Construction
- Utilities Construction
- Offsite prefabrication of ducts, liners & steel products for Public Work
- Production & delivery of gravel, rock, concrete & asphalt (to a construction site)

Dollar thresholds of when competition is required are summarized below. It is the Department Heads responsibility to appoint who shall order work for their department on the City behalf under the respective quote limits.

THRESHOLDS FOR PUBLIC WORKS:

Public Works		
\$ -0- to \$9,999	Competition not required. Prevailing Wage and Insurance still required!	Awarded/Approved by Mayor or City Administrator
\$10,000 to \$34,999	Utilize "Limited Public Work" process as described in RCW 39.04.155 (3). (See procedure below)	Awarded/Approved by Mayor or City Administrator
\$35,000 to \$299,999	Utilize " Small Works Roster " process as described in RCW 39.04.155 . <i>If not using SWR, formal competitive bidding is required for Single Craft over \$40,000, and for Multi Craft over \$65,000</i>	Up to \$100,000 Awarded/Approved by Mayor or City Administrator; More than \$100,000 City Council must award/approve
Over \$300,000	Formal competitive bidding is required as described in RCW 39.04 ; 35.23.352 .	Awarded/Approved by City Council

A. CITY LABOR FORCE

The City may use Public Work employees to perform and execute all projects not exceeding sixty-five thousand dollars (\$65,000) if more than one craft or trade is involved, or not exceeding forty thousand dollars (\$40,000) if a single craft or trade is involved. These projects include equipment, supplies, and labor costs. All projects conducted with City Labor Force must be documented in a list format for future audit.

B. ON-CALL/UNIT PRICED CONTRACTS

On Call (Work Order) Contracts (OC/WO Contracts) are bid and awarded without a specific public works project or scope of work in mind, but rather are categorized around general types of anticipated work or trades. When a specific scope of work is identified, individual work (or task) orders are authorized based on either a not to exceed time and materials basis or on a negotiated lump sum amount, using the unit prices bid by the contractor and the contractor proceeds to complete the work. Most typically, OC/WO Contracts are used for repair, renovation, and maintenance, of public facilities, all of which are included in the definition of public works in RCW 39.04.010. These contracts are typically on an annual basis, with optional renewals, (up to the maximum contract amount).

Bidding and approval thresholds apply toward the total "master" on-call contract amount. The City Administrator approves individual task/work orders up to \$100,000 with notification to City Council via City Council Agenda Packet. Task/work orders exceeding \$100,000 must be approved by City Council.

- OC/WO contracts should be limited to a total dollar amount over the life of the contract to an amount less than an agency's bid limits when possible.

- Requests for bids under an OC/WC contract should incorporate unit price and lump sum price bid items as much as is practical.
- Award of an OC/WO contract should be to a responsible contractor with the lowest total price based on the sum of the unit price and lump sum bid item extensions.
- Task orders (work orders) shall be completed by the Department for each new project.
- All other public work requirements apply based on contract amount and on an individual task order basis.
- If the original unit/lump sum bid items will not cover work to be accomplished, new line items may be added by change orders or the work may be accomplished under a time and materials work order if the total contract amount will not be exceeded.

C. SMALL WORKS ROSTER

RCW 39.04 provides small works roster provisions to award contracts for construction, building, renovation, remodeling, alteration, repair, or improvement of real property. The Small Works Roster may be used for public works projects below three hundred thousand dollars (\$300,000.00).

The Small Works Roster maintained by the Municipal Research and Services Center (www.mrscrosters.org) allows the City to evaluate the professional qualifications on file when a proposed project is scheduled. Use of the Small Works Roster allows the City to preclude the advertisement requirements of the formal competitive process.

Vendors/contractors selected from the Small Works Roster are not relieved from City's contract requirements.

- For contracts \$150,000 - \$300,000: If the City solicits bids from less than all the contractors listed under the appropriate category on the small works roster the City will notify the remaining contractors that quotations on the work are being sought. The City may notify the remaining contractors using any of the following options: publishing notice in a legal newspaper in general circulation in the area where the work is to be done; mailing a notice; or sending a notice by facsimile or other electronic means.
- For contracts < \$150,000: Proposals will be solicited from a minimum of five (5) qualified contractors in a specific category on the small work roster. If the roster includes less than five (5) qualified contractors, then all contractors for the category will be solicited.
- For limited public works contracts < \$35,000, electronic or written quotations will be solicited from a minimum of three (3) contractors on the small work roster.
- The contract must be awarded to the contractor submitting the lowest responsive quote.
- Contract award and purchases over one hundred thousand dollars (\$100,000) requires approval and award of the City Council.

**D. PROCEDURE FOR “LIMITED PUBLIC WORK” per RCW 39.04.155(3)
- \$10,000 to \$34,999**

For Limited Public Work (\$10K to \$34,999K), contractors must be given a packet of information ahead of time with requirements about Responsible Bidder’s Criteria, Prevailing wage, Insurance, and some general protective clauses. (See Project Coordinator for Packet)

- Department utilizes Small Works Roster at www.mrscrosters.org to obtain vendor list (obtain sign in and password from Finance).
- Department solicits at least 3 informal bids (can notify all on roster).
- No advertisement required.
- Bid Bonds Optional.
- Payment/Performance Bonds Can Be Waived.
- Retainage Can Be Waived.
- Prevailing Wage Intents/Affidavits required.
- Insurance required.

E. PROCEDURE FOR COMPETITIVE BIDS - Over \$300,000 (Also applies to Single Craft projects over \$40,000 and Multiple Craft projects over \$65,000 if alternative SWR process is not used)

- Authorization Request. Request for authorization from City Administrator to call for bids is required except for items identified in the current approved budget. In special circumstances, the City Administrator may waive portions of the bid procedures. The “special circumstances” are limited to items where publication of bids may impinge on the safety of staff or City assets (ie: Drug Task Force vehicles).
- Publication of Notice. After authorization is received, the requesting department director or designee will publish the Call for Bids in the official newspaper or a newspaper of general circulation most likely to bring responsive bids at least fourteen (14) days prior to bid submittal deadline.
- Notice Contents. Call for bids should contain a summary of the project and a link to the full definite specifications and procedures for bidders to use to estimate their bids.
- Bid Submittal and Opening. Bids are submitted to the City Clerk, for date stamp and processing. Bid opening will be announced to the Mayor, City Administrator and department heads by department head or designee responsible for the project.
- Award of Bid. Except as otherwise provided herein, the City shall accept the bid of the lowest responsive bidder. Bid awards for contracts and purchases over one hundred thousand dollars (\$100,000) require award by the City Council.
- Award to other than Low Bidder. When the bid award is not given to the lowest bidder, a statement of the reasons for not selecting the lowest bid shall be prepared by the responsible department head for the bid and submitted to the City Administrator and filed with the records relating to the transaction.

- Rejection of Bids. The City Administrator or designee may reject without cause any and all bids and may re-advertise for bids pursuant to the procedures herein described. If no bids are received, the City Administrator or designee may negotiate the purchase with a vendor at the lowest possible cost. If the negotiate bid exceeds the current approved budget, the bid will be brought before the City Council for approval of award.
- Performance Bonds. On public works projects a performance bond in an amount as determined necessary by the assigned responsible department head to protect the best interests of the City and to assure compliance of the contract.
- Retainage: [RCW 60.28.011](#) requires agencies to withhold up to 5% of the value of a public improvement contract, not including sales tax according to Department of Revenue [ETA 3024.2013](#), as retainage until the project is completed and the contract is accepted. This provides a financial incentive for contractors to finish a project, as well as a limited amount of financial protection for the involved parties.
- Retainage Bonds: Instead of having retainage withheld from the contract payments, a contractor may opt to submit a retainage bond instead covering any or all of the amount. Retainage Bonds are recommended for City of Lake Stevens projects.

F. DEPARTMENT RESPONSIBILITIES TO ENSURE PREVAILING WAGE LAW IS FOLLOWED:

- ***Prior to Getting an Estimate or a Quote*** – Notify vendor that they are to pay prevailing wages. More information may be obtained by the vendor from the Department of Labor and Industries). The list can also be obtained online at: www.lni.wa.gov/TradesLicensing/default.asp
- ***After a Vendor has been selected*** – The vendor is required to file a “Statement of Intent to Pay Prevailing Wages” with the Department of Labor and Industries PRIOR TO STARTING WORK. Most vendors file online at: <http://www.lni.wa.gov/TradesLicensing/PrevWage/default.asp>

There is a fee that the Vendor will have to pay L & I, and the completed Intents are also available online. **Note:** The vendor must insert the City Contract number in the contract number box on the Statement form.

- ***After the work is completed*** – The vendor must also file an “Affidavit of Wages Paid” with the Department of Labor and Industries. There is another fee that the Vendor will have to pay to L & I (**L & I has waived this for work <\$750.00**), and completed Affidavits are also available online. **Note:** The vendor must insert the City Contract number in the contract number box on the Statement form.

Final Payment must not be released until certified intents and affidavits have been received (and for contracts over \$35,000, Notice of Project Completion has been submitted to DOR, ESD, and L&I through Secure Access Washington (or

other acceptable means) and releases have been received from all three agencies. Call Finance if you need help looking them up.

NOTE: PREVAILING WAGES FOR PROJECTS UNDER \$2,500

The City of Lake Stevens has the option to administer the intents and affidavits ourselves, for projects under \$2,500 (including tax). **There is no filing fee to the vendor.** All combined intent and affidavit forms for the City must be submitted within 30 days by the Project Administrator.

G. CHANGE ORDERS

A purchaser's written authority to the supplier to modify or add to a purchase/project. Change orders are created by Department/Project designee.

The City Administrator may authorize individual change order increases up to 20% or \$100,000, whichever is less, over the amount of the originally approved contract. Change order must not increase total contract amount to more than the approved budget without Council approval. Change orders more than 20%/\$100,000, and/or those that cause the project to go over the budgeted amount, must receive pre-approval from City Council. Should a change order be required in the field, the Public Works staff person acting as project manager, may authorize the change if necessary. It must then be dually signed by the City Administrator in a timely manner. If the change order would cause the contract to go over budget or is more than a 20%/\$100,000 increase, the request must be pre-approved by Council and an amended contract may be necessary.

H. FINAL PROJECT ACCEPTANCE

The City Administrator is authorized to formally accept all projects as Final. The City Administrator may discretionarily defer any final project acceptance to City Council for approval.

XIII. PURCHASE OF ARCHITECT AND ENGINEERING SERVICES

Architectural and Engineering consultants are initially selected based upon their qualifications, rather than price (see RCW 39.80.050). The City will negotiate a contract with the most qualified firm at a price which the City determines is fair and reasonable. In making its determination, the City shall take into account the estimated value of the services to be rendered as well as the scope, complexity, and professional nature. If the City is unable to negotiate a satisfactory contract with the firm selected at a price the City determines to be fair and reasonable, negotiations shall be terminated and the City shall begin negotiations with the next highest qualified firm. These services are to be acquired under the authority and procedures outlined in chapter RCW 39.80. Procedures set forth in RCW 39.80 shall be followed for contracts for architectural and engineering services.

The City may use MRSC Consultant Roster for architectural, engineering, and surveying services.

THRESHOLDS FOR ARCHITECT AND ENGINEERING SERVICES:

Architect and Engineering Services	
\$ - 0 - to \$100,000	Awarded/Approved by Mayor or City Administrator
Over \$100,000	Awarded/Approved by City Council

XIV. PURCHASE OF ORDINARY OR “PURCHASED” SERVICES

“Ordinary/Purchased Services” are those provided by vendors for routine, necessary and continuing functions of a local agency, mostly relating to physical activities. **There are lots of ordinary services that require prevailing wages - - Check with L&I.**

Repetitive, routine, or mechanical in nature - following established or standardized procedures

- Contribute to the day-to-day business operations
- Completion of assigned and specific tasks,
- Decision-making is routine or perfunctory in nature.
- May require payment of prevailing wages

Examples include:

- Delivery/courier service
- Building maintenance (janitorial)
- Landscaping
- Herbicide application service
- Vehicle inspection, lubricating and repair services
- HVAC system maintenance service (without repair)

THRESHOLDS FOR ORDINARY OR “PURCHASED” SERVICES:

PURCHASE OF ORDINARY OR “PURCHASED” SERVICES		
\$ -0- to \$14,999	Competition is not required. Department is encouraged to determine price is fair and reasonable and document in department files.	City Administrator/Mayor award and approve
\$15,000 to \$100,000	3 Written Quotes	City Administrator/Mayor award and approve
Over \$100,000	Formal RFP -May be Sealed or Not-	City Council award and approve
Department Directors are required to notify City Council of all services purchased over \$10,000 at the next Regular City Council meeting, via staff report, as part of the Department Report, or by other acceptable means.		

XV. PURCHASE OF PROFESSIONAL SERVICES

“Professional Service Contract” means an agreement with an independent contractor for providing professional services to the City.

There is not a state law requiring competition when procuring Professional Service Contracts, however it is at the City Council’s discretion to direct. On-call contracting may be used for all type of professional services. A minimum of three quotes must be solicited for Professional Services estimated between \$15,000 and \$100,000. An RFP/RFQ process is required when the total cost in a calendar years’ time exceeds \$100,000. The City may use MRSC Consultant Roster for professional services.

The Risk Manager and Attorney must review and the City Administrator or Mayor must sign all Professional Service Contracts, regardless of dollar amount in accordance with the previously stated Authorization levels set forth below.

Examples include:

- Legal Services
- Management Consulting
- Accounting and Auditing
- Real Estate Broker

THRESHOLDS FOR PROFESSIONAL SERVICES:

PURCHASE OF PROFESSIONAL SERVICES		
\$ -0- to \$14,999	Competition is not required. Department is encouraged to determine price is fair and reasonable and document in department files.	City Administrator/Mayor award and approve
\$15,000 to \$100,000	3 Written Quotes	City Administrator/Mayor award and approve
Over \$100,000	Formal RFP -May be Sealed or Not-	City Council award and approve
Department Directors are <u>required</u> to notify City Council of all services purchased over \$10,000 at the next Regular City Council meeting, via staff report, as part of the Department Report, or by other acceptable means.		

XVI. PURCHASE OF PERSONAL SERVICES

A "Personal Service Contract" is an **employment contract** with an independent contractor for providing personal services to the City. Personal Service means hiring a consultant to provide professional or technical expertise to accomplish a specific study, project, task or other work statement according to RCW [39.29.006](#).

A minimum of three quotes must be solicited for Professional Services estimated between \$15,000 and \$100,000. An RFP/RFQ process is required when the total cost in a calendar years' time exceeds \$100,000. The City may use MRSC Consultant Roster for professional services.

The Risk Manager and Attorney must review, and the City Administrator or Mayor must sign all Personal Service Contracts, regardless of dollar amount in accordance with the Authorized levels set forth below.

Examples include:

- Artistic Designs
- Class Instructions for Parks Department Activities

THRESHOLDS FOR PERSONAL SERVICES:

PURCHASE OF PERSONAL SERVICES		
\$ -0- to \$14,999	Competition is not required. Department is encouraged to determine price is fair and reasonable and document in department files.	City Administrator/Mayor award and approve
\$15,000 to \$100,000	3 Written Quotes	City Administrator/Mayor award and approve
Over \$100,000	Formal RFP -May be Sealed or Not-	City Council award and approve
Department Directors are required to notify City Council of all services purchased over \$10,000 at the next Regular City Council meeting, via staff report, as part of the Department Report, or by other acceptable means.		

XVII. HOW TO LEASE

1. Bids are *not* required on equipment leases, however Legal must review and the City Administrator must approve all equipment leases.
 - a. Legal Review - Send to Legal for review.
 - b. Fiscal Approval - Review proposals with the Finance Dept. prior to budgeting the expense. Lease-to-own purchases are to be budgeted and accounted for as if the total expense is to be incurred when the item is purchased.

- c. Lease Approval - City Administrator must approve all Equipment Leases and may opt to send lease to Council for approval if he so desires.
- 2. A lease of property (equipment) with **option to purchase** that is valued at more than \$15,000 is subject to competitive bidding. See "purchasing" thresholds for bidding requirements.
- 3. **Lease vs. Rent:** Leasing is generally used for mid to long-term contracts. Renting is usually a short-term solution that is more casual and can be approved by the Department Head.

XVIII. EXEMPTIONS TO COMPETITIVE BIDDING REQUIREMENTS

- **Sole Source Vendor.** Purchases which by their nature are not adapted to competitive bidding, such as items which, as to meet a specific need or criteria as determined by the City, may only be purchased from a single source, shall not be subject to the competitive bidding requirements of this policy. Purchases above the threshold requiring multiple quote or bids, from a sole source vendor require prior approval of the City Administrator or designee. Follow procedures for declaring Sole Source.
- **Repair and Ordinary Maintenance.** Purchases for ordinary maintenance, repairs, or additions to City equipment which may be more efficiently added to by a certain person or firm, shall not be subject to the competitive bidding requirements of this policy.
- **Purchasing Involving Special Facilities or Market Conditions.** The City Administrator may waive established bidding requirements if an opportunity arises to purchase favorably-priced equipment at an auction, or supplies or used goods that will be sold before the City can conduct the bid process when over bid thresholds. Written documentation of the special condition must be prepared for justification of the purchase and waiver of bidding requirements and approved by Council via Resolution.
- **Purchase of insurance or bonds**
- **Surplus Property.** The City may by agreement acquire surplus property from another government without the use of bids (RCW 39.33.010).
- **Inter-local Agreements in Letting of Contracts for Commodities or Services (Piggybacking).** RCW [39.34.030](#) permits governmental agencies to utilize other entities' contracts without going to bid. Contact Finance to determine if interlocal purchasing is feasible for your department's particular need. The following criteria must first be met:
 - There must be an Interlocal Agreement, approved by Council and/or Mayor, and signed by both parties, on file with the City Clerk.
 - It must be a current contract with interlocal language included.
 - It must have been advertised on the entity's web page and competitively bid.
 - The government entity, and the vendor, must be willing to share their contract pricing.
 - A complete copy of the contract must have been reviewed by Finance.
 - Department will set up a bid file and track as if it were our own bid process.
- **Emergency Purchases.** In the event of an emergency, the City Council, City Administrator or designee may declare an emergency situation exists, waive competitive bidding requirements, and award necessary contracts on behalf of the municipality to address the

emergency situation. If a contract is awarded without competitive bidding due to an emergency, a written finding of the existence of an emergency must be made by the governing body or designee and duly entered of record no later than two weeks following the award of the contract.

- **Real Property.** Acquisition of real property is exempt from the competitive bidding requirements of this policy. Upon approval of the City Council, the City Administrator may proceed to acquire real property through negotiation. Such negotiations shall be based upon an independent fee appraisal of the property. The City shall not pay more than fair market value for real property without prior Council approval. If the property is acquired in part or in whole with Federal Funds, such acquisition shall additionally comply with the Uniform Real Property Acquisition and Relocation Assistance Act of 1970, as amended.

XIX. HOW TO DECLARE A SOLE SOURCE (or Single Source):

FINANCE DEPARTMENT INVOLVEMENT REQUIRED. On a case by case basis, the bid or quote requirement may be waived and a sole/single source purchase approved, in accordance with [RCW 39.04.280](#). There should be careful deliberation before going to a sole/single source as this type of purchase eliminates competition and tends to drive prices up.

Authority to Approve Sole/Single Source Purchases

City Administrator or Mayor..... \$15,000 to \$150,000

City Council..... Over \$150,000

A **sole** source is where there is only ONE supplier of the product or service. A **single** source is where the vendor is “one vendor amongst others”, when other competitive sources may be available.

A sole/single source purchase may be approved if one or more of the following conditions are met:

- **Standardization or compatibility** to existing City standard or to existing equipment, inventory, systems, data, programs or service. Must be evaluated for cost benefit and/or safety.
- **Licensed or patented** product with only one dealer (and the license or patent is paramount to your procurement).
- **Only** authorized Service Provider, Repair and/or Warranty Services, e.g. warranty may be negated if you let someone else work on it.
- **Unique design:** Requires unique features that are essential, aesthetic requirements, or not practical to match to existing design or equipment. Document the unique specifications that are needed, which will drive the research in finding a product that fits the specific needs of your department.
- **Special Market conditions:** Can be used to purchase items at auction (RCW [39.30.045](#)) or other items that are offered at a very favorable price and will

be sold before an entity will have a chance to complete the bidding process (e.g. a flood is coming and you must obtain sandbags immediately) or perhaps funds must be expended immediately, or there is a critical delivery date.

NOTE: Any sole/single source utilizing **Federal Grant money** must also include 1) Written responsibility determination for the successful contractor and; 2) Basis for contract price (**Cost Price Analysis**). Each Grantee must evaluate and state its justification for the contract cost or price.

XX. DISPOSAL OF SURPLUS PROPERTY (Reference LSMC 2.92)

Upon recommendation of a Department Head, property with an estimated value under \$15,000, may be declared surplus by the Mayor or City Administrator as designee, or by City Council for property with an estimated value of \$15,000 or greater, upon one or more of the following criteria:

- The City has or soon will have no foreseen practical and efficient use for the property.
- The purpose served by the property can be accomplished by use of a better, more effective or more efficient alternative.
- The purpose serviced by the property no longer exists as determined by a change of policy evidenced by an ordinance or resolution of the City Council.
- The property is damaged, worn out, otherwise inoperable and the cost of repairing the same is unwise or impractical
- If the value of the property, the City is seeking to surplus is greater than \$50,000, then pursuant to [RCW 39.33.020](#) a public hearing is required.
- Additionally, RCW 35.94.040 requires that a public hearing be held if property (real estate or personal property) originally purchased for utility purposes is no longer needed for that use and the city desires to lease, sell or convey the property. A hearing is required regardless of the value of the property.

XXI. TRADE-INS

Trade-Ins are allowed on new purchases if approved by Finance in advance. Trade-Ins must be negotiated, documented at "Fair Market Value" by the Department, and declared surplus ahead of time (through Finance) by the Mayor, or City Administrator as designee, if under \$15,000 and City Council if over \$15,000.

Fair Market Value can be obtained by finding comparable units that have been sold at online auctions, e.g. www.publicsurplus.com, www.Ebay.com, www.rockanddirt.com, www.ironplanet.com or other online sources such as Edmonds.com, Kelley Blue Book, or NADA. www.govdeals.com is a good place to find auction results for comparable products.

XXII. FEDERAL CODE OF CONDUCT

PURPOSE -- The purpose of the Code of Conduct is to ensure the efficient, fair and professional administration of federal grant funds in compliance with 2 CFR §200.112, 2 CFR §200.318 and other applicable federal and state standards, regulations, and laws.

APPLICATION -- This Code of Conduct applies to all elected officials, employees or agents of the City of Lake Stevens engaged in the award or administration of contracts supported by federal grant funds

REQUIREMENTS -- No elected official, employee or agent of the City of Lake Stevens shall participate in the selection, award or administration of a contract supported by federal grant funds if a conflict of interest, real or apparent, would be involved. Such a conflict would arise when any of the following has a financial or other interest in the firm selected for award:

- The City employee, elected official, or agent; or
- Any member of their immediate family; or
- Their partner; or
- An organization which employs, or is about to employ any of the above.

The City of Lake Stevens's elected officials, employees or agents shall neither solicit nor accept gratuities, favors, or anything of monetary value from contractors, potential contractors or subcontractors.

REMEDIES -- To the extent permitted by federal, state or local laws or regulations, violation of these standards may cause penalties, sanctions or other disciplinary actions to be taken against the City of Lake Stevens's elected officials, employees or agents, or the contractors, potential contractors, subcontractors or their agents. Any potential conflict of interest will be disclosed in writing to the Federal awarding agency or pass-through entity in accordance with applicable Federal awarding agency policy.

XXIII. FEDERAL AWARD STANDARDS

PURPOSE

Establish and maintain internal controls that provide reasonable assurance that Federal awards are being managed in compliance with all Federal regulations and with the terms and conditions of the award. The City of Lake Stevens will follow the Uniform Guidance, the Local Agency Guidelines (LAG) distributed by The Washington State Department of Transportation (WSDOT), Government Accountability Office Standards for Internal Control in the Federal Government (the Green Book) and the Committee of Sponsoring Organizations of the Treadway Commission's (COSO) Internal Control – Integrated Framework Principles.

INTERNAL CONTROLS

The City of Lake Stevens will maintain effective internal control over the Federal award providing reasonable assurance that the City of Lake Stevens is managing the Federal award in compliance with Federal statutes, regulations, and the terms and conditions of the Federal award.

- Take prompt action when instances of noncompliance are identified including noncompliance identified in audit findings.
- Take reasonable measures to safeguard protected personally identifiable information and other information the Federal awarding agency or pass-through entity designates as sensitive.

CERTIFICATION

To assure that expenditures are proper and in accordance with the terms and conditions of the Federal award and approved project budgets, the annual and final fiscal reports or vouchers requesting payment under the agreements must include a certification, signed by an official who is authorized to legally bind the non-Federal entity, which reads as follows: "By signing this report, I certify to the best of my knowledge and belief that the report is true, complete, and accurate, and the expenditures, disbursements and cash receipts are for the purposes and objectives set forth in the terms and conditions of the Federal award. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise."

ADVANCE PAYMENTS AND REIMBURSEMENTS

Payment methods must minimize the time elapsing between the transfer of funds from the United States Treasury or the pass-through entity and the disbursement by the City of Lake Stevens whether the payment is made by electronic funds transfer, or issuance or redemption of checks, warrants, or payment by other means.

- Advanced payments must be limited to the minimum amounts needed and be timed to be in accordance with the actual, immediate cash requirements of the City of Lake Stevens to carry out the purpose of the approved program or project. Any advanced payments must be consolidated to cover anticipated cash needs.
- The City of Lake Stevens shall minimize the time elapsed between receipt of federal aid funds and subsequent payment of incurred costs.

ALLOWABLE COSTS

Federal awards will meet the following general criteria in order to be allowable except where otherwise authorized by statute;

- Be necessary and reasonable for the performance of the Federal award;
- Conform to any limitations or exclusions set forth in these principles or in the Federal award as to types or amount of cost items;
- Be consistent with policies and procedures that apply uniformly to both Federally- financed and other activities of the City of Lake Stevens;

- Be accorded consistent treatment. A cost may not be assigned to a Federal award as a direct cost if any other cost incurred for the same purpose in like circumstances has been allocated to the Federal award as an indirect cost.;
- Not be included as cost or used to meet cost sharing or matching requirements of any other Federally-financed program in either the current or a prior period;
- Be adequately documented.

PROCUREMENT

When procuring property and services under a Federal award, the City of Lake Stevens will follow 2 CFR §200.318 General procurement standards through §200.326 Contract provisions or City of Lake Stevens purchasing procedures whichever is more restrictive.

Contracts for more than the simplified acquisition threshold currently set at \$150,000 must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

Contracts and sub-grants of amounts in excess of \$150,000 requires that the City of Lake Stevens will comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act and the Federal Water Pollution Control Act.

Verify and document that vendors are not suspended or debarred from doing business with the Federal government. Federal guidelines require grant recipients to ensure vendors with contracts or purchases exceeding \$25,000 are not suspended or debarred from participating in federal programs. All City purchases and contracts issued from federal resources that exceed \$25,000 are subject to these guidelines.

Before initiating any purchases or contracts with federal funds that exceed, or **may potentially exceed \$25,000 within the fiscal year**, the responsible administrator shall verify that the vendor is not listed on the System for Award Management (SAM) Exclusion list by checking at <https://www.sam.gov/portal/SAM/##11>. If the vendor is listed on the EPLS the administrator shall not complete the purchase or contract with the vendor. If the EPLS shows no records for the vendor, print the screen, retain a copy in the department files and proceed to process a requisition.

NOTE: Washington State Department of Enterprise Services (DES) does not check for suspension or debarment on State bid contracts.

SINGLE AUDIT ACT

The City of Lake Stevens, as a recipient of Federal funds, shall adhere to the Federal regulations outlined in 2 CFR §200.501 as well as all applicable Federal and State statutes and regulations.

CLOSURE

A project agreement end date will be established in accordance with 2 CFR §200.309. Any costs incurred after the project agreement end date are not eligible for Federal reimbursement.

The following table outlines procurement requirements when using Federal funds.

Procurement Method	Goods	Services
Micro-Purchase – No required quotes. However, must consider price as reasonable, and, to the extent practical, distribute equitably among suppliers.	\$14,999 or less \$9,999 or less (PW) <i>Must use more restrictive \$3,000 federal threshold (\$2,000 in the case of acquisition for construction subject to the Davis-Bacon Act)</i>	\$14,999 or less \$9,999 or less (PW) <i>Must use more restrictive \$3,000 federal threshold (\$2,000 in the case of acquisition for construction subject to the Davis-Bacon Act)</i>
Small Purchase Procedures (Informal) – Obtain/document quotes from a reasonable number of qualified sources (at least three).	\$10,000 - \$40,000 (Single trade) \$10,000 - \$65,000 (Multi trade) \$15,000 - \$150,000 (Non-Public works projects) <i>Must use more restrictive City threshold instead of \$150,000 Federal threshold</i>	\$10,000 - \$40,000 (Single trade) \$10,000 - \$65,000 (Multi trade) \$15,000 - \$100,000 (Non-Public works projects) <i>Must use more restrictive City threshold instead of \$150,000 Federal threshold</i>
Sealed Bids / Competitive Bids (Formal)	\$40,000 or more (Single trade) \$65,000 or more (Multi trade) \$150,000 or more (Non-Public works projects) <i>Must use more restrictive City threshold instead of \$150,000 Federal threshold</i>	\$40,000 or more (Single trade) \$65,000 or more (Multi trade) \$100,000 or more (Non-Public works projects) <i>Must use more restrictive City threshold instead of \$150,000 Federal threshold</i>
Competitive proposals	Used when conditions are not appropriate for the use of sealed bids. <ul style="list-style-type: none"> • Must publicize request for proposals soliciting from an adequate number of qualified sources • Maintain written method for conducting technical evaluations • Contract must be awarded to the responsible firm whose proposal is most advantageous to the program 	
Non-competitive proposals	Appropriate only when: <ul style="list-style-type: none"> • Available only from a single source; or • Public emergency; and • Expressly authorized by awarding or pass-through agency in response to written request from the City of Lake Stevens; or • After soliciting a number of sources, competition is deemed inadequate. 	

XXIV. DEFINITIONS

Adequate Appropriation Balance -- Sufficient balance existing in the appropriation line item against which the purchase order is to be charged.

Appropriation -- City Council authorization to expend funds for a specific purpose

As Is -- A term indicating that goods offered for sale are without warranty or guarantee. The purchaser has no recourse on the seller for the quality or condition of the goods.

Bid -- A written proposal submitted by a bidder to furnish supplies, materials, equipment and other property in conformity with the owner's specifications and conditions included in a request for bids by the City.

Bidding -- Procedure used to solicit quotations on price from various prospective providers of supplies, materials, equipment, and other property.

Budget -- A legal planning document that forecasts the financial resources of a government and authorizes the spending of those resources for a fiscal period.

Budget Amendment -- A mechanism used to revise the legally binding appropriations of budgeted funds.

Budget Adjustment -- A mechanism for the Finance Director to transfer legal appropriations within a fund. Legal appropriations are not budgeted by line item, so City Council approval is not required. City Council must be notified of adjustments of more than \$10,000 per item.

Capital Equipment -- Equipment of the City having an initial value of five thousand dollars (\$5,000.00) or more and an estimate useful life of more than three years (3) year.

Cash Discount -- A discount offered to the City to encourage payment of an invoice on or before its due date.

Change Order -- A purchaser's written authority to the supplier to modify or add to a purchase/project

Contract -- A contract is a legally binding and enforceable agreement between two or more parties stating the terms and conditions for an exchange of something of value (usually money, goods, or services) between the parties. A contract can take many different forms, ranging from major, heavily negotiated written contracts to a simple PO or telephone order for goods or services. Legal Counsel should be contacted if there is uncertainty as to the need for a written contract and how to go about it. Only the Mayor and City Administrator, as designee, of the City of Lake Stevens have the authority to sign contracts UNLESS they have delegated their authority over to an individual via approved Resolution.

Controlled Commodity -- Items which may fall under the quote dollar limit that require approval from designated people, i.e. office products, communication equipment and computer equipment.

Emergency -- Unforeseen circumstance beyond the control of the City that (a) present a real, immediate threat to the proper performance of the essential functions; and/or (b) may result in material loss, damage to property, bodily injury, or loss of life, if prompt action is not taken.

Expediting -- Attempt to reduce the contractually agreed upon delivery time of a product.

Final Project Acceptance -- Formal acceptance that the work on a project is complete. Needed prior to completed Notice of Completion and triggers dates for release of bonds, etc.

Ordinary Maintenance -- The furnishing of labor, time, or effort by a contractor or vendor not performed by contract and that is performed on a regularly scheduled basis, to service, check, or replace items that are not broken; or work performed by contract that is not regularly scheduled but is required to maintain the asset so that repair does not become necessary, and not involving the delivery of any specific end product, other than reports that are incidental to the required performance

Payment Discount -- See Cash Discount.

Personal Service Contract -- An employment contract with an independent contractor for the rendering of personal services to the City. The Mayor or City Administrator, as designee, must sign all Personal Service Contracts.

Prevailing Wage Rate -- The rate of hourly wage, usual benefits, and overtime paid in the locality, to the majority of workers, laborers, or mechanics, in the same trade or occupation; required to be paid on all public work and public building service maintenance contracts.

Professional Service Contract -- An agreement with an independent contractor for the rendering of professional services to the City. The City does not provide direction to the provider. The City states a goal and objective and the provider, under his own direction, accomplishes the goal.

Public Work -- A project including all work, construction, alteration, repair or improvement other than ordinary maintenance executed at the cost of the City.

Purchase Order (PO) -- Official document used in authorizing the encumbrance of City funds toward a purchase.

Request For Proposals -- Similar to the formal bid process, except that factors other than price are used to award the contract.

Requisition -- A standard form providing detailed information as to quantity, description, estimated price, possible vendors, fund account, signature and other information necessary to make a purchasing decision.

Responsible Bidder -- Contractor, supplier, or vendor, qualified on the basis that it (1) has adequate financial resources to perform a contract, (2) is able to comply with the associated legal or regulatory requirements, (3) is able to deliver according to the contract schedule, (4) has a history of satisfactory performance, (5) has good reputation regarding integrity, (6) has or can obtain necessary data, equipment, and facilities, and (7) is otherwise eligible and qualified to receive award if its bid is chosen.

Sealed Bid (Formal Bid) -- An advertised solicitation for a requirement in which the cost exceeds the bid limit. The bids are opened during a public opening.

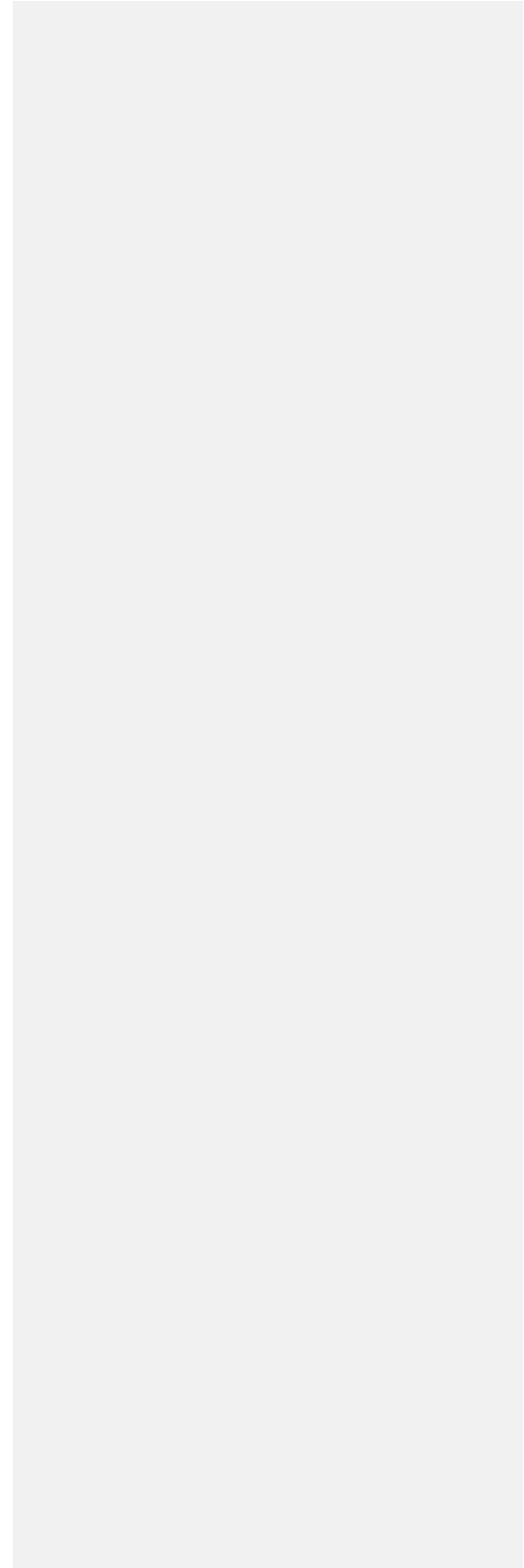
Simplified Acquisition Threshold --The dollar amount below which a non-Federal entity may purchase property or services using small purchase methods.

Small Works Roster -- A process through which there is competition following notification to some or all public works contractors who have requested placement on a roster kept by the local

government agency, or a contracted service agency, in which price is the primary basis for consideration and contract award.

Specification -- A clear, complete, and accurate statement of the technical requirements descriptive of a material, an item, or a service.

Standardization -- When it is necessary to standardize to one type of item because of uniformity or interchangeable parts issues. Authorization for standardization is obtained from Purchasing.





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LAKE STEVENS CITY COUNCIL
STAFF REPORT

Council Agenda Date: 12th June 2018

Subject: South Lake Stevens Path – Design Authorization

Contact	Aaron Halverson, Capital Projects	Budget	\$270,000
Person/Department:	<u>Coordinator, Public Works</u>	Impact:	<u></u>

RECOMMENDATION(S)/ACTION REQUESTED OF COUNCIL: Authorize the Mayor to execute a Professional Services Agreement with Land Development Consultants, Inc. (LDC) to design the South Lake Stevens Multi-Use Path project in the amount of \$259,055 with a management reserve of \$10,945.

SUMMARY/BACKGROUND: The South Lake Stevens Multi-Use Path project provides design, engineering, permitting and construction on-call assistance to redesign the roadway segment from S. Davies Road to East Lake Shore Drive city limits, totaling about 0.65 miles in length, incorporating multi modal, pedestrian, and bicycle friendly facilities, with emphasis on safety and physical separation from vehicular traffic. Environmental concerns such as wetland impacts will also be addressed.

The South Lake Stevens Multi-Use Path project was identified as a priority project by the City Council. LDC, Inc. was selected from four consultants that responded to the City's request for qualifications for their strong understanding of the City through their work on the Callow Road project and several private development projects. The design provided by LDC, Inc. will provide a construction bid ready document including, but not limited to plans, specifications and an engineer's estimate. The management reserve is to allow staff the ability to address changes administratively to keep the project on track.

The City has been awarded a \$1.3 million direct appropriation in the 2018 State Supplementation Transportation Budget in which funds are available on a reimbursement basis. Consultant payments will be made from the Traffic Mitigation fund which will be fully reimbursed by state funds.

APPLICABLE CITY POLICIES: n/a

BUDGET IMPACT: \$270,000 – State Funding Award

ATTACHMENTS:

- ▶ Attachment A: PSA
- ▶ Exhibit A to PSA: Scope & Fee
- ▶ Attachment B: Decision Matrix
- ▶ Attachment C: Funding Award Letter

ATTACHMENT A

PROFESSIONAL SERVICES AGREEMENT BETWEEN CITY OF LAKE STEVENS, WASHINGTON AND LAND DEVELOPMENT CONSULTANTS, INC. FOR CONSULTANT SERVICES

THIS AGREEMENT ("Agreement") is made and entered into by and between the City of Lake Stevens, a Washington State municipal corporation ("City"), and Land Development Consultants, Inc. (LDC), 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 South Lake Stevens Multi-Use Path 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 upon execution of this agreement by all parties and shall terminate at midnight, October 1, 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 \$259,055 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:

Land Development Consultants, Inc.
Attn: Mark Villwock, PE
20210 142nd Ave NE
Woodinville, WA 98072

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

LAND DEVELOPMENT CONSULTANTS, INC.

By: _____
John Spencer, Mayor

By: _____

Printed Name and Title

Approved as to Form:

By: _____
Grant K. Weed, City Attorney

EXHIBIT A



June 6, 2018

Public Works Department
Attn: Eric Durpos, Public Works Director
CC: Aaron Halverson
1812 Main Street
Lake Stevens, WA 98258

**RE: PROPOSAL FOR PLANNING, SURVEYING, LANDSCAPE ARCHITECTURE, AND
ENGINEERING SERVICES
SOUTH LAKE STEVENS MULTI-USE PATH
LDC No. C18-121**

Dear Eric Durpos:

Land Development Consultants, Inc. (LDC) is pleased to submit the following proposal for professional services in conjunction with your proposed project in the City of Lake Stevens.

BACKGROUND

The purpose of this project is to redesign the roadway segment from S. Davies Road to East Lake Shore Drive city limits, totaling about 0.65 miles in length, incorporating multi modal, pedestrian, and bicycle friendly facilities, with emphasis on safety and physical separation from vehicular traffic. Environmental concerns such as wetland impacts and stream crossings will be addressed in the design. Community outreach and public meetings are also included in the scope.

This proposal is based upon a request from the client as well as our familiarity with the City of Lake Stevens Development Standards, and the approved preliminary plans. Please see the following scope of services for the required services below:

SUMMARY OF SERVICES

Design Phase

Task 01	Boundary and Topographic Field Survey and Mapping (T&E)	\$20,000
Task 02	Prepare Right-of-Way and Easement Exhibits (T&E)	\$3,500
Task 03	TESC and Site Preparation Plan	\$6,500
Task 04	Pathway Engineering Plans	\$78,200
Task 05	Project Manual, Specifications, and Special Provisions	\$11,400
Task 06	Project Design Coordination, Meetings, & Public Outreach (T&E)	\$14,000
Task 07	Assistance with Permit Acquisitions (T&E)	\$5,000
Task 08	Landscaping Subconsultant Services (T&E)	\$7,950
Task 09	Geotechnical Subconsultant Services (T&E)	\$47,380
Task 10	Wetland Subconsultant Services (T&E)	\$43,125
Design Phase Total:		\$237,055

Construction Phase

Task 11	Coordination and On-Call Assistance with Bidding and Construction Observation/Consultation (T&E)	\$12,000
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Construction Phase Total:	\$12,000
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Task 99	Reimbursable Expenses	\$10,000
PROJECT TOTAL:		\$259,055

TASK 01 - BOUNDARY AND TOPOGRAPHIC FIELD SURVEY AND MAPPING

This task is to perform boundary verification and onsite topography of the site:

- Verify/set horizontal, vertical control.
- Depict limits of project.
- Establish Right-of-Way boundary along project limits.
- Perform site survey to include existing topography along South Lake Stevens Rd. from S. Davies Road to Minckler Bridge. Survey will include topographic surveying from south Right-of-Way to north Right-of-Way. Survey to include pavement, curbs, driveways, swales, fences, above ground utilities, guard rails, channelization, significant trees within Right-of-Way, and any other existing planimetric features.
- Prepare boundary/topographic map depicting pavement, curbs, driveways, swales, fences, above ground utilities, channelization, significant trees within Right-of-Way, and any other existing planimetric features.
- Plot utility as-built information from existing as-built drawings.
- Two-foot contours will be shown.
- OTAK topographic survey provided by client will be combined with LDC topographic survey.
- OTAK topographic survey will be verified by LDC, both horizontally and vertically.

ASSUMPTIONS:

- Title reports for subject properties will be provided by Client or will be invoiced as a reimbursable expense (Task 99).
- No sub-contracted utility locates are included in this proposal. If locates are required or requested after field work for this task is completed, the cost of locates will be assessed as a reimbursable expense, and field collection of the paint marks will be completed on a T&E basis.
- Exclusions include boundary/encroachment resolution if encountered. If these services are required they will be performed on a Time & Expense basis.
- Recording fees, submittal fees, reprographic costs will be billed as a reimbursable expense and are not included in this proposal.
- Any additional work, beyond the scope above, which is requested by the Client, will be performed on a Time & Expense basis.

FIXED FEE: \$20,000 (TASK 01)

TASK 02 - PREPARE RIGHT-OF-WAY AND EASEMENT EXHIBITS

This task is to prepare Right-of-Way and easement exhibits where necessary:

- Prepare Right-of-Way exhibits where necessary to depict potential Right-of-Way acquisitions and temporary construction easements (grading, slope, access, etc.).

TIME & EXPENSE: \$3,500 (TASK 02)

TASK 03 - TESC AND SITE PREPARATION PLAN

This proposed task includes the following scope of work:

- TESC plans, notes, and details.
- Prepare the Stormwater Pollution Prevention Plan (SWPPP).
- Demolition/Removals and Site Preparation Plan.
- Relocation plan including but not limited to fire hydrants, water meters, utility poles, mail boxes, etc.

FIXED FEE: \$6,500 (Task 03)

TASK 04 - PATHWAY ENGINEERING PLANS

This proposed task includes the following scope of work:

- Typical pathway/roadway cross sections.
- Plan and profile design sheets at 1" = 20'.
- Horizontal Control and Striping Plan.
- Paving and Grading Plan with horizontal and vertical alignment.
- Drainage analysis and design of additional culverts, catch basins, and storm drain conveyance extensions as necessary.
- Modeling and design of storm water detention and water quality filtration facilities and/or drainage infiltration facilities.
- Detailed plans at driveways and roadway intersections with ADA ramp details.
- Construction Details.
- Drainage report will be provided documenting how we meet City requirements
- Engineers Estimate of project

TASK ASSUMPTIONS:

- A traffic control plan is not provided as part of this proposal.
- Detention/infiltration facilities will be underground and located along the route of the new path.
- Rain gardens, bioswales, or other above ground drainage/treatment facilities will not be required.
- The rockery retaining walls will be designed by the geotechnical consultant. It is assumed that no cast in place concrete retaining walls will be required. This proposal does not include structural engineering.
- It is assumed that the relocation of existing main utility lines such as water, sanitary sewer, and dry utilities will not be required.
- Striping will be limited to project limits and to existing road. No path stripping will be required.

FIXED FEE: \$78,200 (Task 04)

TASK 05 - PROJECT MANUAL, SPECIFICATIONS, AND SPECIAL PROVISIONS

This proposed task includes the following scope of work:

- Prepare Project Manual in WSDOT format including supplemental specifications and special provisions particular to the project.
- Bidding instructions with itemized Base Bid Schedule of quantities.

FIXED FEE: \$11,400 (Task 05)

TASK 06 - PROJECT DESIGN COORDINATION, MEETINGS, AND PUBLIC OUTREACH

This proposed task includes the following scope of work:

- 5 meetings at City Hall.
- 5 conference call meetings.
- Conduct two "Neighborhood" public meetings for citizen outreach and informational purposes.
- Site inspections.
- Additional coordination with Consultants and Client.

TIME & EXPENSE: \$14,000 (Task 06)

TASK 07 - ASSISTANCE WITH PERMIT ACQUISITIONS

This will include the following:

- HPA/Stream Crossing
- Corp
- NPDES
- SEPA
- City

TASK ASSUMPTIONS:

- This task is for limited assistance and coordination with submittal of permits and aiding in filling out of permit forms.
- This task assumes approximately 35 hours of consulting.

TIME & EXPENSE: \$5,000 (Task 07)

TASK 08 - LANDSCAPING SUBCONSULTANT SERVICES

This proposed task includes the following scope of work provided by LA Studio:

- Limited landscape service
 - Upon request by city.
 - This task estimates 50 hours of consulting.

TIME & EXPENSE: \$7,950 (Task 08)

TASK 09 - GEOTECHNICAL SUBCONSULTANT SERVICES

This proposed task includes the following scope of work that will be provided by Robinson Noble:

- Preliminary Geotechnical Evaluation Report
 - Complete a site visit to mark the site and establish where the explorations will be located.
 - Complete backhoe test pits in the area of the improvements. Backhoe and operator to be provided by the City of Lake Stevens. We are roughly estimating approximately 3 full days of test pits.
 - Coordinate with the City of Lake Stevens to obtain traffic control during the exploration process. All traffic control to be provided by the City of Lake Stevens.
 - Complete our preliminary geotechnical report containing the results of our subsurface explorations, and our conclusions and recommendations for geotechnical design elements of the project. Our report will include:
 - Description of the geologic materials observed in the explorations.
 - Description of depth to groundwater, if encountered.
 - Laboratory results of select samples.
 - Recommendations for type of retaining walls appropriate for the encountered soil conditions.
 - Soil parameters for the design of retaining walls.
 - Recommendations for earthwork and site preparation. An evaluation of the effects of weather and/or construction equipment on site soils and mitigation of any unsuitable soil conditions at the site will be included.
- Rockery Design
 - Evaluate surveyed profiles at various stations and provide recommendations for rockeries facing stable cuts.
 - Develop designs and details with construction specifications, in accordance with typical Associated Rockery Contractor Guidelines, for the various locations based on the findings in Task 1.
- LID Tests
 - Complete a site visit to mark the site and establish where the PITs will be located.
 - Coordinate with the City of Lake Stevens to obtain traffic control during the PITs if needed. All traffic control to be provided by the City of Lake Stevens.
 - Complete Small Pilot Infiltration tests (PITs) in 6 LID facility areas (LID) (12 tests total) per the DOE Stormwater manual. The backhoe and operator for excavation and backfill of the PITs to be provided by the City of Lake Stevens. We are roughly estimating 1 full day per facility area.
 - Water supply will be provided by City of Lake Stevens to LID facility locations from fire hydrants. Fire hydrant hoses will be provided by City of Lake Stevens if the distance is greater than 200 feet to the LID facility area. If hoses need to cross the roadway to reach the facility area the City of Lake Stevens is to provide means to prevent damage to the hose and interruption of the flow to the test area due to traffic.
 - Provide technical memorandum of the results for the test areas, as needed.
- Meetings
 - Attend 5 meetings with LDC and City staff to discuss our findings and discuss preliminary design alternatives. We have included a budget of 4 hours per

- meeting including travel.
 - Participate in 5 phone conference calls to coordinate our efforts with LDC and with City Staff. We included a budget of 1 hour per meeting.
- Final Report Revisions
 - Complete the final geotechnical report including all the services and consultation from Task 1 through 4 and incorporating review comments from the City of Lake Stevens and LDC.
- Specification Review
 - Review Project Specifications by our Principal Engineer. We have roughly estimated 12 hours of review time.

TIME & EXPENSE: \$47,380 (Task 09)

TASK 10 - WETLAND SUBCONSULTANT SERVICES

This proposed task includes the following scope of work that will be provided for Wetland Resources:

- Field Delineation
 - This will include whatever flagging is necessary in the field to locate wetlands and streams.
- Critical Area Study
 - This is the technical report that will describe all wetlands and streams in the project area.
- Wetland/Buffer Mitigation Plan
 - This plan will detail what mitigation measures will occur for wetland/stream/buffer impacts. I'm guessing that there will be some temporary impacts for grading/wall construction, which will be restored on site, and some permanent impacts from the trail placement that will likely be mitigated through the purchase of credits from a mitigation bank.
- HPA
 - We will submit the online HPA forms with construction plans provided by LDC and meet with WDFW staff in the field.
- Corps Permit Package
 - This will include a JARPA, Wetland Delineation Report (similar to CAS, but different), Biological Evaluation (to measure impacts on T&E species), Cultural Resources Assessment (prepared by a subconsultant to measure impacts to cultural resources), Mitigation Plan + Mitigation Bank Use Plan (wetland/buffer restoration for temp impacts and a description of how many credits will be required for purchase).
- Final Mitigation Plan
 - This will be a construction sheet for submittal with construction plans detailing on-site mitigation measures.
- Meetings and Coordination
 - This is for coordination meetings, site walk(s) with City staff, construction phase meetings, and misc. items not otherwise covered under this scope.

FIXED FEE: \$43,125 (Task 10)

CONSTRUCTION PHASE

TASK 11 - COORDINATION AND ON-CALL ASSISTANCE WITH BIDDING AND CONSTRUCTION OBSERVATION/CONSULTATION

This task will include the following:

- Provide assistance to the city and to bidders by answering questions or fulfilling requests for information relative to the construction plans or bidding documents.
- Respond to RFI's.
- Prepare any field change engineer plans.
- Review submittals.
- Attend weekly meetings as required by the City.
- Review monthly pay requests.
- Aid the city with change order review.

TASK ASSUMPTIONS:

- This task is time and expense and assumes about 80 hours of consulting time.

TIME & EXPENSE: \$12,000 (Task 11)

TASK 99 - REIMBURSABLE EXPENSES

This task will include:

- Mileage to meetings.
- Print and copy expenses.
- Other expenses as required by the City.

TIME & EXPENSE: \$10,000 (Task 99)

GENERAL NOTES AND ASSUMPTIONS FOR ALL TASKS

1. All drawings at 1" = 20'.
2. Doesn't include services related to easement or R.O.W. acquisitions other than preparation of exhibits.
3. Progress drawings will be submitted to the city for review, coordination, and comments at the 50%, 95%, and 100% design levels.
4. The services of an arborist are not included in this proposal.
5. This proposal is based on the assumption that no realignment of S. Lake Stevens Road will be required.
6. We will rely on the accuracy of the OTAC survey.
7. All needed easements will be negotiated by the City
8. City will perform construction inspection and management
9. Public outreach is limited to one neighborhood meeting and one meeting with a specific neighbor. All noticing is by the city.
10. The City will be helping in the procurement of permits
11. Project bidding will be managed by the City
12. Project won't be phased
13. Revisions to plans through the process will be minor in nature
14. Geotech soils testing during construction is not included
15. Construction surveying and as-builts are not included

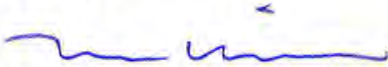
LDC Proposal - S. Lake Stevens Multi Use Path
June 6, 2018
Page 8 of 8

16. Engineering as-builts are not included

We are available immediately to commence the proposed scope of services upon receipt of a signed copy of this contract. Please feel free to contact the undersigned with any questions or comments.

Sincerely,

LDC, Inc.



Mark Villwock, PE
Vice President

Enclosures: Hourly Rate Schedule.

Firm Evaluation Matrix - South Lake Stevens Multi-Use Path						
Reviewer	KPG		KPFF		LDC	Otak
Aaron Halverson	3.60		3.90		3.75	3.45
Cory Nau	4.45		4.40		4.05	3.60
Eric Durpos	4.00		3.75		4.65	4.00
Average Rating	4.02		4.02		4.15	3.68

APR 02 2018

**Washington State
Department of Transportation**

CITY OF LAKE STEVENS

Transportation Building
310 Maple Park Avenue S.E.
P.O. Box 47300
Olympia, WA 98504-7300
360-705-7000
TTY: 1-800-833-6388
www.wsdot.wa.gov

March 28, 2018

Mr. Eric Durpos
Public Works Director
City of Lake Stevens
PO Box 257
Lake Stevens, Washington 98258

**South Lake Stevens Multi-Use Path
2018 Supplemental Transportation Budget
State Funding**

Dear Mr. Durpos:

WSDOT is pleased to advise you that the above mentioned project was selected to receive funding through the 2018 Supplemental Transportation Budget. The state funding is limited as shown below:

South Lake Stevens Multi-Use Path**\$1,300,000**

Scope: Construct approximately 3200-feet of a dedicated multi-use path, with a physical separation along South Lake Stevens Road, beginning at S. Davies Road and ending at the city limits (East Lakeshore Drive) to create a safe and inviting pathway for pedestrians and cyclists to complete a critical link around Lake Stevens and connect to the Centennial Trail.

In order to meet state requirements, the following are required:

- Project expenditures incurred before receiving notice from Local Programs of state fund authorization are not eligible for reimbursement.
- Please refer to the Local Programs web page for detailed authorization information, including: (<http://www.wsdot.wa.gov/localprograms/>)
 - ✓ Local Agency Guidelines (LAG) manual for detailed requirements;
 - ✓ Transportation Improvement Program (TIP) and Statewide Transportation Improvement Program (STIP) amendments, as applicable;
 - ✓ Funding and billing forms;
 - ✓ Quarterly Project Report required to be completed by the end of March, June, September, and December each year. To access the database you will need an account name and password. Your account name is **Lake Stevens** and your password is **LakSt279**. The password is case sensitive.

As a reminder, Local Programs encourages all agencies to submit monthly progress billings to ensure timely reimbursement of eligible expenditures.

For assistance please contact Mehrdad Moini, your Region Local Programs Engineer, at 206.440.4734.

Sincerely,

Kathleen B. Davis
Director
Local Programs

KBD:st:sas

cc: PSRC, Kelly McGourty, Transportation Director
Mehrdad Moini, Northwest Region Local Programs Engineer, MS NB82-121



LAKE STEVENS CITY COUNCIL
STAFF REPORT

Council Agenda Date: June 12, 2018

Subject: Adoption of Resolution 2018-018, Accepting the 60 Percent Rhodora Annexation Petition and Issuing a Notice of Intent to Annex and adopt Comprehensive Plan Designation and Zoning for annexed parcels

Contact Joshua Machen, AICP, Senior Planner
Person/Department: Russ Wright, Community Dev. Director

Budget none
Impact:

RECOMMENDATION(S)/ACTION REQUESTED OF COUNCIL:

Approve Resolution 2018-018 to:

1. Accept the 60 percent Rhodora Annexation petition give notice of intent to annex and
 2. Require that upon annexation the simultaneous adoption of land use and zoning designations and require the assumption of all existing City indebtedness.
-

DISCUSSION:

On December 12, 2017, the City Council passed Resolution 2017-022 accepting the 10% Rhodora Annexation petition and authorizing the gathering of signatures for the 60% annexation petition. On May 9, 2018, the City submitted the 60% annexation petition with signatures from property owners representing more than 60% assessed valuation of the properties contained within the proposed annexation area to the County Assessor's office. The Snohomish County Assessor's office has validated the 60% petition (Attachment 1).

The property is approximately 93 acres and the signed petitioners own over 60% of the land value within the proposed annexation area. The proposed annexation area lies within unincorporated Snohomish County, and may generally be described as an area located just east of Lake Stevens city limits, which is at the parcels located on the northeast corner of South Lake Stevens Road and Machias Cutoff Rd. The proposed annexation extends north along the shore of Lake Stevens approximately 680 feet, then extends to the east to 123rd Avenue then south to Machias Cutoff Road including all the land and subdivisions bounded by 123rd Ave, Machias Cut off and South Lake Stevens Road. Said unincorporated area is within the City of Lake Stevens Urban Growth Area.

In accordance with the adopted resolution 2017-022, the proposed zoning for the Rhodora Annexation area is proposed to be HUR (High Urban Residential) with a land use designation of Medium Density Residential.

Snohomish County has a Boundary Review Board that is required to review all annexations prior to approval by the City Council. Therefore, the resolution before you is to issue a "Notice of Intent to Annex", which will be submitted to the Boundary Review Board. Once the board has reviewed the annexation proposal and provided their decision, the City Council will have the final decision whether to annex the

properties or adjust the boundaries and adopt final comprehensive plan designation and zoning for the annexed area.

Public Comment:

The City has received multiple public comment expressing concern and opposition to the annexation. The comment letters are attached (Attachment 3).

ATTACHMENTS

1. – Snohomish County Certificate of Sufficiency Rhodora Annexation
2. - Draft Resolution 2018-018 with exhibits
3. - Public Comment e-mail

**Snohomish County****Assessor's Office****Linda Hjelle**
*County Assessor***Laura Washabaugh**
*Chief Deputy*M/S #510
3000 Rockefeller Ave.
Everett, WA 98201-4046(425) 388-3433
FAX (425) 388-3961**CERTIFICATE OF SUFFICIENCY**

I, Chris Huyboom, Snohomish County Deputy Assessor, in accordance with the requirements of RCW 35A.01.040, hereby certify that the Petition for the City of Lake Stevens, Rhodora Area Annexation submitted to the Assessor on May 9, 2018 is signed by the owners of property comprising 61.37% of the total assessed value within the area described in the petition, according to the records of the Snohomish County Assessor. The determination of sufficiency was begun on May 10, 2018.

Disclaimer: This certification was determined based on properties identified by both the attached legal description and map. Sole reliance for identification was not placed on either document individually, but a combination of the two.

Dated this 10th day of May 2018.

By 
Deputy Assessor

**City of Lake Stevens
Lake Stevens, WA**

RESOLUTION NO. 2018-018

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LAKE STEVENS ACCEPTING A 60% “RHODORA” ANNEXATION PETITION TO THE CITY PURSUANT TO RCW 35A.14.120; PROVIDING NOTICE OF INTENT TO ANNEX TO THE SNOHOMISH COUNTY BOUNDARY REVIEW BOARD, ASSIGNING PROPOSED ZONING AND COMPREHENSIVE PLAN DESIGNATIONS UPON ANNEXATION; AND REQUIRING ASSUMPTION OF A PROPORTIONATE SHARE OF CITY INDEBTEDNESS.

WHEREAS, The Lake Stevens City Council (Council) adopted Ordinance No. 937 establishing the 2015 – 2035 Comprehensive Plan that sets planning goals, policies and implementation strategies for the Lake Stevens Urban Growth Area (UGA) pursuant to Chapter 36.70A RCW; and

WHEREAS, the City of Lake Stevens (City) and Snohomish County entered an updated Interlocal Agreement related to Annexation and Urban Development in the Lake Stevens UGA recorded under Auditors File No. 200511100706 on November 10, 2005; and

WHEREAS, the City Council has reviewed the City’s annexation strategy to determine its consistency with current practices, policies and procedures and passed Resolution 2016-21; and

WHEREAS, pursuant to RCW 35A.14.120 the City Council adopted resolution 2017-022 accepting a 10% petition, authorizing the circulation of a 60% petition for annexation and designating comprehensive plan and zoning for the proposed “Rhodora” annexation area pursuant to RCW 35A.14.120; and

WHEREAS, pursuant to RCW 35A.14.120, the applicant has now obtained the signatures of property owners representing more than 60% of the current total assessed value of all parcels within the proposed annexation area legally described in Exhibit A; and

WHEREAS, pursuant to RCW 35A.01.040 the Snohomish County Assessor’s Office on May 10, 2018, certified the 60% petition as sufficient; and

WHEREAS, the annexation area being contiguous with the existing City limits, lies within unincorporated Snohomish County, and may generally be described as an area located just east of Lake Stevens city limits, which is at the parcels located on the northeast corner of South Lake Stevens Road and Machias Cutoff Rd. The proposed annexation extends north along the shore of Lake Stevens approximately 680 feet, then extends to the east to 123rd Avenue then south to Machias Cutoff Road including all the land and subdivisions bounded by 123rd Ave, Machias Cut off and South Lake Stevens Road. Said unincorporated area is within the City of Lake Stevens Urban Growth Area.; and

WHEREAS, on June 12, 2018 a properly noticed public hearing was held pursuant to RCW 35A.14.130 and all persons who wished to provide testimony were heard.

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

SECTION 1. Subject to Sections 2-4 below, the Lake Stevens City Council hereby submits a "Notice of Intent to Annex" pursuant to RCW 35A.14.120 for the area legally described in attached Exhibit A and depicted in Exhibit B.

SECTION 2. The area legally described in attached Exhibits A and B shall be required to assume it's proportionate share of the general indebtedness of the City of Lake Stevens at the time of the effective date of such annexation.

SECTION 3. The area described in attached Exhibits A and B, if annexed, shall be designated in the City's Comprehensive Plan as MDR (Medium Density Residential) and the on the City's Official Zoning Map as HUR (High Urban Residential).

SECTION 4. A certified copy of this resolution, together with a copy of the 60% annexation petition shall be filed with the Snohomish County Boundary Review Board in accordance with its procedures.

PASSED by the City Council of the City of Lake Stevens this 12th day of June 2018.

John Spencer, Mayor

ATTEST:

Kathy Pugh, City Clerk

APPROVED AS TO FORM:

Grant K. Weed, City Attorney

ANNEXATION DESCRIPTION

THAT PORTION OF THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 19, TOWNSHIP 29 NORTH, RANGE 6 EAST, W.M., AND OF SECTION 20, TOWNSHIP 29 NORTH, RANGE 6 EAST, W.M., IN SNOHOMISH COUNTY, WASHINGTON

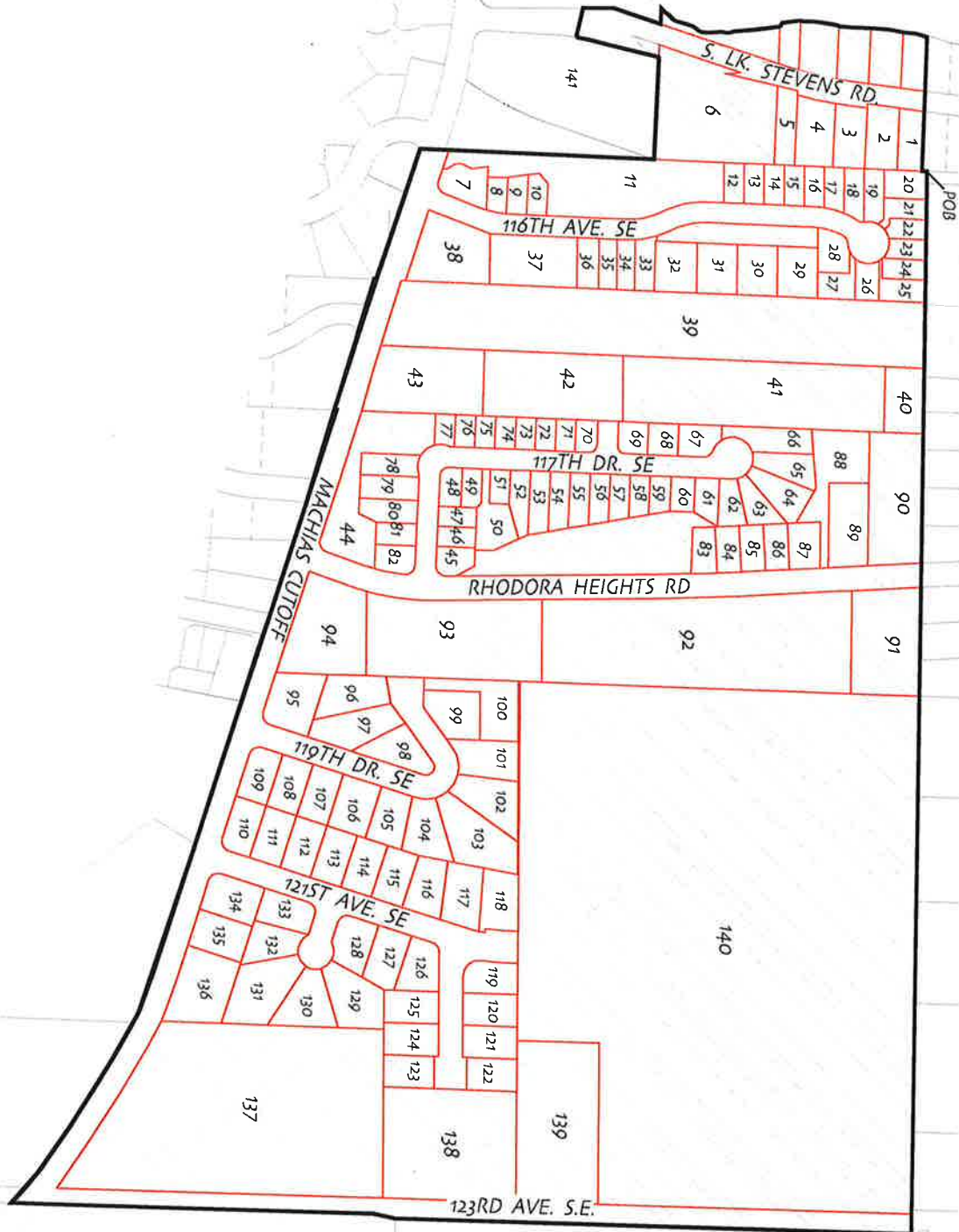
DESCRIBED AS FOLLOWS;

BEGINNING AT THE NORTHWEST CORNER OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 20;
THENCE SOUTH ALONG THE WEST LINE OF SAID SUBDIVISION 12.60 FEET, MORE OR LESS TO A POINT ON A LINE LYING 1,356.3 FEET SOUTHERLY OF THE NORTH LINE OF THE NORTHEAST QUARTER OF SAID SECTION 19;
THENCE WESTERLY ALONG SAID LINE TO THE WESTERLY LIMITS OF THE SHORELANDS OF THE UPLAND PROPERTY ATTACHED THERETO;
THENCE SOUTHERLY ALONG SAID SHORELANDS TO THE NORTH LINE OF THE EXISTING LAKE STEVENS CITY LIMITS PER CORRECTED ORDINANCE NUMBER 801;
THENCE EAST ALONG SAID NORTH LINE 39 FEET, MORE OR LESS, TO THE WEST MARGIN OF SOUTH LAKE STEVENS ROAD;
THENCE SOUTHERLY ALONG SAID MARGIN 200 FEET, MORE OR LESS, CONTINUING ALONG THE EXISTING CITY LIMITS;
THENCE SOUTHEASTERLY A DISTANCE OF 74 FEET, MORE OR LESS, TO THE EAST MARGIN OF SOUTH LAKE STEVENS ROAD;
THENCE NORTHERLY ALONG SAID EAST MARGIN A DISTANCE OF 213 FEET, MORE OR LESS;
THENCE EASTERLY A DISTANCE OF 253 FEET, MORE OR LESS, TO THE WEST LINE OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 20;
THENCE SOUTH ALONG SAID WEST LINE A DISTANCE OF 585 FEET, MORE OR LESS, TO A POINT ON THE SOUTHERN MARGIN OF MACHIAS CUT OFF ROAD;
THENCE SOUTHEASTERLY ALONG SAID SOUTHERN MARGIN A DISTANCE OF 2,825 FEET, MORE OR LESS, TO A POINT ON THE EAST MARGIN OF 123RD AVENUE SE EXTENDED SOUTHERLY TO INTERSECT WITH THE SOUTHERN MARGIN OF MACHIAS CUT OFF ROAD;
THENCE NORTH ALONG SAID EXTENDED EAST MARGIN A DISTANCE OF 2,243 FEET, MORE OR LESS, TO A POINT ON THE NORTH LINE OF THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 20;
THENCE WEST ALONG SAID NORTH LINE A DISTANCE OF 30 FEET, MORE OR LESS, TO THE NORTHEAST CORNER OF THE SOUTH HALF OF THE NORTHWEST QUARTER OF SAID SECTION 20;
THENCE WEST ALONG THE NORTH LINE OF SAID SOUTH HALF A DISTANCE OF 2,610 FEET, MORE OF LESS, TO THE POINT OF BEGINNING;

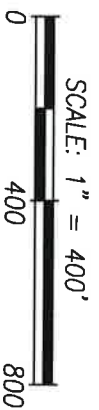
SITUATE IN THE COUNTY OF SNOHOMISH, STATE OF WASHINGTON.

CONTAINING APPROXIMATELY 108 ACRES.

LAKE
STEVENS



PCS 14-754



From: Josh Machen
To: ["Mark Ferrari"](#)
Subject: RE: Opposed to the annexation of my neighborhood!!!!
Date: Wednesday, March 21, 2018 7:40:00 AM

Dear Mark Ferrari,

Thank you for your comments, they will be added to the file and forwarded to the City Council for consideration.

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

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

From: Mark Ferrari [mailto:freedomjr12598@gmail.com]
Sent: Tuesday, March 20, 2018 8:17 PM
To: Josh Machen <jmachen@lakestevenswa.gov>
Subject: Opposed to the annexation of my neighborhood!!!!

Greetings Joshua, i live at 809 116th Ave. S.E. Lake Stevens 98258. I received a postcard from the city of Lake Stevens regarding the proposed annexation of my neighborhood. I am against this 100%.

I do not want to pay more taxes. I pay enough taxes already. This is a new neighborhood, only 2.5 years old and i just do not see the need or benefit for me to want annexation.

Do not annex!! Land Use and Zoning Designation/LUA 2017-0150.

Thank you,
Mark Ferrari
809 116th Ave. S.E.
Lake Stevens, Wa 98258

Attachment C.2

From: Josh Machen
To: ["Mark Ferrari"](#)
Subject: RE: No Annexation! Land Use and Zoning Designation/LUA 2017-0150.
Date: Wednesday, March 21, 2018 7:49:00 AM

Dear Isabella Ferrari,

Thank you for providing comment, it will be added to the file and forwarded to the City Council for consideration.

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

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From: Mark Ferrari [mailto:freedomjr12598@gmail.com]
Sent: Tuesday, March 20, 2018 8:37 PM
To: Josh Machen <jmachen@lakestevenswa.gov>
Subject: No Annexation! Land Use and Zoning Designation/LUA 2017-0150.

You want public comment regarding this zoning designation.
It is simple, No annexation. It is a terrible idea for my neighborhood.

Thank you,
Isabella Ferrari
809 116th Av Se
Lake Stevens Wa 98258

From: Josh Machen
To: ["Dave Markle"](#)
Subject: RE: Rhodora Annexation
Date: Monday, March 26, 2018 11:08:00 AM

Dear Mr. Markle,

I am sorry that you feel the City is not being transparent with its communication. While this is not a City initiated annexation, the City is following proper noticing procedures and there will be at least two public hearings before the City Council on this project. During our normal business hours you can come to city hall and review the file and if you desire I can meet with you to discuss the process and the application. Your comments will be added to the file and forwarded to the City Council for consideration. You will receive a public notice postcard prior to the public hearings.

Your comments will be added to the file and forwarded to the City Council for consideration.

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

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From: Dave Markle [mailto:dfmarkle@gmail.com]
Sent: Monday, March 26, 2018 10:41 AM
To: Josh Machen <jmachen@lakestevenswa.gov>
Subject: Rhodora Annexation

Dear Joshua,

I am writing to you regarding the Rhodora Annexation proposal for which I received a postcard asking for public comment. As a homeowner within the proposed annexation area, I have number of questions and concerns about this proposal.

First and foremost, I am very concerned with the lack of communication by the City of Lake Stevens and lack of public involvement regarding this proposal. The only communication that I have received has been a postcard and information that had previously been provided by a consultant working on behalf of the landowners pushing for this annexation.

Given the potential impact that this could have on my property and others within my community, I believe we should have a voice in this matter. First, the City has responsibility to provide us with exact details regarding this annexation proposal, what's driving it and what

impact this will have to those effected by this action. Second, once we have the relevant information, we should have the right to speak to the City Council directly to voice our opinions and concerns prior to a final vote being taken.

Finally, I would like to say that I am not at this time voicing my outright disapproval for this proposal without having all the facts. Again, I feel that more information should be forthcoming from the City of Lake Stevens and as homeowner that we should a have a voice regarding this proposal.

Thank you,

David F Markle
817 116th Ave SE
Lake Stevens, WA 98258
(206) 6498-3440

From: Josh Machen
To: "[Brock Mery](#)"
Subject: RE: Land use and Zoning LUA 2017-0150
Date: Monday, March 26, 2018 7:50:00 AM

Dear Brock Mery,

Thank you for your comments, they will be added to the file and forwarded on to the City Council for consideration.

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

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

-----Original Message-----

From: Brock Mery [<mailto:therok84@icloud.com>]
Sent: Saturday, March 24, 2018 6:22 PM
To: Josh Machen <jmachen@lakestevenswa.gov>
Subject: Land use and Zoning LUA 2017-0150

I am a homeowner in Unincorporated Lake Stevens. My address is 823 116th Ave SE, 98258. I want to state my opposition to the annexation. I previously was for it but have done some more research and had several discussion with my neighbors. I have come to understand things better and many points i couldn't defend with any worthwhile info have made me change my position. So as to not confuse anything. I Brock Mery and my My Wife Angela Mery owners of the house at 823 116th Ave SE, Lake Stevens, WA 98258 are against the Annexation of our neighborhood as Unincorporated Lake Stevens into The City of Lake Stevens.

Thank you,

Brock and Angela Mery

Sent from my iPhone

Attachment C.5

From: newweezer@frontier.com
To: [Josh Machen](#)
Subject: Rhodora Annexation Pre-Annexation Land Use LUA/2017-0150
Date: Tuesday, March 20, 2018 4:01:07 PM

Since developers will now have access to building more developments on the Machias Cutoff road traffic and cookie cutter housing developments will now end the rural nature of this area. While I strongly object to this annexation it should be with the lowest density zoning regulation available if there is no alternative to it's implementation.

It would be interesting to see of the 60 percent signature requirement how much actually came from 119th Dr SE South to the end of the area Mr Toyer and his interested developers are trying to change for the ability to begin construction only by annexation. That said what is appeal process for homeowners who do not support this land use designation?

C Newsom
1223 119th Dr. S.E.
Lake Stevens WA

From: [Jenny Xu](#)
To: [Josh Machen](#)
Subject: Support the Annexation
Date: Tuesday, April 3, 2018 7:26:31 AM

I as the owner of the 800 116th Ave Lake Stevens, WA support the annexation.

Thank you,

Yanni Xu

From: Josh Machen
To: ["Jennine"](#)
Subject: RE: LAND USE & ZONING DESIGNATIONS/ LUA 2017-0150 - OPPOSED TO ANNEXATION OF MY PROPERTY AT 1013 116th AVE SE LAKE STEVENS
Date: Tuesday, March 20, 2018 1:22:00 PM

Dear Jennie Zari,

Thank you for your comments, they will be added to the file and forwarded to the City Council for consideration.

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

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

From: Jennine [mailto:jazzyzari@yahoo.com]
Sent: Tuesday, March 20, 2018 12:52 PM
To: Josh Machen <jmachen@lakestevenswa.gov>
Cc: JENNINE ZARI <jazzyzari@yahoo.com>
Subject: LAND USE & ZONING DESIGNATIONS/ LUA 2017-0150 - OPPOSED TO ANNEXATION OF MY PROPERTY AT 1013 116th AVE SE LAKE STEVENS

Hello Mr. Joshua Machen,

My neighborhood recently received a postcard in regards to the proposed annexation of our neighborhood at Machias Cut off Rd & 116TH AVE SE Lake Stevens WA. Myself & several of my neighbors are opposed to this annexation & do not feel we have been given enough information or rights in regards to it. We are all taxpaying citizens & voters. I am OPPOSED TO ANNEXATION OF MY PROPERTY AT 1013 116th AVE SE LAKE STEVENS. I hope you will consider this when this come to Lake Stevens City Council for a vote. We the property owners were not given the option to vote on the LAND USE & ZONING DESIGNATIONS/ LUA 2017-0150. You as our elected official need to speak for us.

Thank you for your time & consideration!

Respectfully,
Jennine Zari
206-430-0504
Homeowner, Taxpayer & Voter



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LAKE STEVENS CITY COUNCIL
STAFF REPORT

Council Agenda Date: 26th June 2018

Subject: Frontier Heights Park – Consultant Contract for Park Planning and Phase I Design

Contact	Aaron Halverson, Capital Projects	Budget	
Person/Department:	<u>Coordinator, Public Works</u>	Impact:	<u>\$80,000</u>

RECOMMENDATION(S)/ACTION REQUESTED OF COUNCIL: Authorize the Mayor to execute a Professional Services Agreement with Hough, Beck and Beard Inc. (HBB) to prepare a phased park plan and phase I plans, specifications and engineer's estimate (PS&E) for Frontier Heights Park in a contract amount of \$74,939.76 with a management reserve of \$5,060.24.

SUMMARY/BACKGROUND: This contract with HBB will provide a complete park plan for Frontier Heights Park, including phased development, accurate survey and PS&E for phase I project that does not exceed an estimated construction cost of \$90,000.

Improvement of Frontier Heights Park has been identified as a priority project by the City Council. HBB was selected from four consultants that responded to the City's request for qualifications for their strong understanding of the project and park planning experience. The management reserve is to allow staff the ability to address changes administratively to keep the project on track.

Consultant payments will be made from the Park Mitigation fund.

APPLICABLE CITY POLICIES: n/a

BUDGET IMPACT: \$80,000

ATTACHMENTS:

- ▶ Attachment A: Professional Services Agreement with Scope & Fee
- ▶ Attachment B: Decision Matrix

Attachment A

PROFESSIONAL SERVICES AGREEMENT BETWEEN CITY OF LAKE STEVENS, WASHINGTON AND HOUGH BECK & BAIRD INC. FOR CONSULTANT SERVICES

THIS AGREEMENT ("Agreement") is made and entered into by and between the City of Lake Stevens, a Washington State municipal corporation ("City"), and Hough Beck & Baird Inc., a Washington corporation ("Consultant").

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

ARTICLE I. PURPOSE

The purpose of this Agreement is to provide the City with consultant services for the design of improvements to Frontier Heights Park 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 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. Extra 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 issuance of notice to proceed by the City and shall terminate at midnight, December 31, 2018. The parties may extend the term of this Agreement by written mutual agreement.

III.4 NONASSIGNABLE. The services to be provided by the Consultant shall not be assigned or subcontracted with out 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.

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 any subcontractors/subconsultants directly hired by Consultant 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, as set out in the Scope of Services, Exhibit A:

KPFF Engineers

Lin Associates

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 \$74,939.76 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:

Hough, Beck and Beard Inc.
Attn: Dean Koonts
215 Westlake Ave N
Seattle, WA 98109-5217

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. Any representations made to induce the execution of this Agreement have been included as terms and conditions or reliance there on is expressly waived. 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

HOUGH, BECK AND BEARD INC.

By: _____
John Spencer, Mayor

By: _____
Juliet Vong, President

Approved as to Form:

By: _____
Grant K. Weed, City Attorney



Exhibit A: Scope of Services

Aaron Halverson
Capital Projects Coordinator
City of Lake Stevens
1812 Main Street
Lake Stevens, WA 98258-0257

13 June 2018

RE: Frontier Heights Park: Park Plan & Phase 1 PS&E
City of Lake Stevens, Washington

Dear Mr. Halverson.

Thank you and your team at the city for reviewing this project with us on 10 May 2018. Based upon our knowledge of this project and previous discussions with you, I understand that the city is interested in completing a Park Plan for Frontier Heights Park including phased development, obtaining an accurate survey of existing conditions, and developing PS&E documents for Phase 1 project that does not exceed an estimated construction cost of \$90,000. The potential park infrastructure components to be explored and potentially planned for (if feasible) include:

- Sport fields: practice use soccer/baseball (nonlighted, natural turf).
- Playground/play structures.
- Picnic shelters with barbeque facilities.
- Parking areas and vehicular circulation.
- Restroom structure (concrete vault style – plumbed for water and sewer).
- Walking paths.
- Fencing.
- Planting and Irrigation.
- Low-level lighting if feasible.
- Drainage & stormwater improvements.
- Basketball court.
- Potential reuse of tennis courts.
- Out building for equipment storage.
- Misc. site furnishings (benches, kiosks, picnic, trash receptacles, drinking fountains, etc.).
- Outdoor exercise equipment.

The park plan and design will integrate fire/emergency vehicle access, integrate maintenance access, use crime prevention through environmental design techniques, and ensure ADA requirements are met. All site furnishings and structures are assumed to be off-the-shelf and readily available products in standard finishes.

TASK 1 SURVEY/BASE MAP

- 1.1 **Topographic Survey.** Provide a survey for full topography of the park site within 60 feet of site boundaries, property lines, and includes overhead transmission wires and towers. Survey will include utilities and as-built storm/sewer structures to the south end of the property. Survey/Base Map will be in NAD83(11) horizontal and NAVD 88 vertical Datums. (Lin Associates)
- 1.2 **Survey/Base Map Review.** Review draft survey for completeness. (HBB & KPFF)

Deliverables:

- 1) AutoCAD 2016 Civil 3D digital drawing: a flattened 2D base map.
- 2) AutoCAD 2016 Civil 3D digital drawing: 3D DTM surface with line and contour lines at 1 foot intervals.

TASK 2 BACKGROUND & UTILITY COORDINATION (HBB leads)

- 2.1 **Background Investigation.** Obtain and review available background information and code requirements regarding landscape, easements, buffers, and stormwater requirements. (HBB & KPFF)
- 2.2 **Power Utility Company Coordination.** Meet with representatives of Bonneville Power, Snohomish PUD, and Seattle City Light to discuss project goals and proposed elements. Determine restrictions, clearances, and requirements of each utility agency and review potential park components against utility requirements. An one hour meeting is anticipated with each utility company (total of 3 meetings) with a follow up confirmation through email. (HBB & KPFF)

- 2.3 **Civil Information.** Identify off-site points of connection for electrical power, water, and sewer for park components in the park program. Develop Basis of Design for civil site improvement guidelines that includes roads, parking, trails/pathways, rough grading, stormwater requirements, (for instance: stormwater conveyance, flow control, detention/retention, and/or treatment). (KPFF)
- 2.4 **City Meeting & Site Visit.** Perform a site visit, walk-through and concurrently meet with the City to review utility requirements, background items, and potential park components. (HBB & KPFF)

Deliverables:

- 1) Provide an email summarizing utility meeting notes, background information, civil information, and code requirement sections by reference.
- 2) Provide Basis of Design memorandum summarizing strategy for potential park infrastructure components. Memorandum becomes guiding document for park program.

TASK 3 PARK PLAN (HBB leads)

- 3.1 **Park Plan Alternatives Charrette.** Using the Basis of Design memorandum, prepare for and meet for a 1.5 hour charrette with city staff and Frontier Heights Home Owner Association representative(s) to brainstorm two alternative layouts for the park plan. This charrette will occur at Lake Stevens City Hall. (HBB & KPFF)
- 3.2 **Refine Alternatives for Presentation.** Using results from task 3.1, HBB to meet with KPFF to refine and develop two, rendered Park Plan Alternatives. This internal meeting will occur at HBB offices.
- a. HBB will develop site recreation components & program layouts, plant massing (if allowable), and park circulation for both alternatives.
 - b. HBB will develop two presentation boards showing Park Plan Alternatives.
 - c. KPFF will identify potential locations for stormwater components and drainage basin(s).
 - d. KPFF to provide input regarding parking layout and vehicular access options that integrates fire, emergency, and maintenance access for alternatives.
- Draft Park Plan Alternatives will be sent to city staff for review and comment. HBB will revise the draft Park Plan Alternatives graphics based on city comments and produce final Park Plan Alternatives presentation boards for Parks Board and Open House Presentation. These will be sent to the City. The City will present these to Parks Board and Open House. Notices, meeting schedules, and location will be organized by the City. (HBB & KPFF)
- 3.3 **Draft Park Plan.** Based Parks Board and public comments, HBB & KPFF will teleconference with the City to discuss and develop a single Park Plan, with potential phasing and a preliminary, planning level, estimated construction cost for each phase.
- a. HBB will develop site recreation components, program layouts, plant massing, and park/trails circulation.
 - b. HBB will develop presentation boards showing draft Park Master Plan Alternatives.
 - c. KPFF will estimate sizing of stormwater components, downstream connections, and rough stormwater runoff volume calculations.
 - d. KPFF to provide input regarding parking layout and vehicular access options that integrates fire, emergency, and maintenance access for alternatives.
 - e. KPFF will provide support for estimate grading impacts.
 - f. HBB & KPFF will provide a planning level estimate of construction cost for the Park Plan divided into phases for development. Phases will take into account typical construction sequencing to minimize mobilization costs between phases. The estimate of construction cost will be broken down into up to three phases. The estimates for each phase will be area costs based on same-type of facility (inclusive, prototype costs), for instance natural turf sports fields (inclusive of infrastructure and furnishings) will be per each, parking areas per stall, and playgrounds per square foot. Estimates will include 25% contingency and escalation percentage by year to provide a sense of cost at an estimated future year of construction.
- HBB will develop draft Park Plan graphic boards with up to two site sections. This preliminary draft Park Plan will be non-rendered and black-line graphic for review purposes only. (HBB & KPFF)
- 3.4 **Draft Park Plan Review.** The draft Park Plan will be sent to and reviewed by City. The City will present the draft Park Plan to the Parks Board and the Frontier Heights Home Owner Association representative(s) for feedback and comment. City to provide consolidated comments and feedback to consultant team. The draft Park Plan will be sent via email to and reviewed with representatives of Bonneville Power, Snohomish PUD, and Seattle City Light to solicit feedback. This assumes three

teleconferences of one hour each will be needed to discuss the Park Plan between HBB, KPFF, City and utility representatives. (HBB & KPFF)

- 3.5 **Park Plan.** Based on city, utility, stakeholder, and public comments, HBB will revise the draft Park Plan and create a final Park Plan with phasing and an estimated construction cost for each phase. (HBB & KPFF)

TASK 4 PHASE 1 PS&E DOCUMENTS (KPFF leads)

- 4.1 **90% Design Documents.** Using the Phase 1 identified in the Park Plan as a basis for design, prepare 90% construction plan and detail drawings for the Phase 1 project (that does not exceed an estimated construction cost of \$90,000).
- 4.2 **90% Specifications.** Project will use King County Parks Special Provisions in compliance with 2018 WSDOT Standard Specifications and include prepared special provisions as necessary for Phase 1 design documents. Special provisions and bid proposal items list will be provided to the City. City will package project manual including preparation of any City of Lake Stevens special provisions or general standards for Division 0 (if applicable) and Division 1.
- 4.3 **90% Construction Cost Estimate.** Prepare construction cost estimate based on 90% design drawings and specifications.
- 4.4 **90% Quality Control.** Provide internal interdisciplinary quality control review (IDRQ) for the 90% PS&E documents prior to submittal.
- 4.5 **90% PS&E Review.** Review 90% PS&E with City staff in a review meeting at Lake Stevens. 90% PS&E will be used by City project manager for permit submittal(s). Any permit comments will be consolidated with city review comments so that all comments can be addressed and responded to during the review meeting.
- 4.6 **Bid Set.** Based on review comments and responses, revise 90% PS&E drawings, special provisions, and construction cost estimates once to produce a final bid set of PS&E documents that the city can use to advertise and lead the bid process.
- 4.7 **Bid Set Quality Control.** Provide internal interdisciplinary quality control review (IDRQ) for the 90% PS&E documents prior to submittal.

Deliverables:

- 1) Provide documentation summarizing Parks Board comments and Public comments.
- 2) Provide Park Plan Alternative layouts: black-line plan view sketches showing site layout.
- 3) Provide draft Park Plan Alternatives presentation boards: 1 Plan Board with Images. Plans will be drawn in AutoCAD 2016 or later version, with digitally, color-rendered blocks.
- 4) Provide a draft Park Plan presentation boards: 1 Plan Board with up to 2 Sections. Sections will be drawn in AutoCAD 2016 or later version. Plans will show potential phasing outlines.
- 5) All Cost estimates will be provided as an Excel Spreadsheet Files.
- 6) Provide final Park Plan with phasing and estimated cost per phase. 1 Plan Board with up to 2 Sections. Plan and sections will be drawn in AutoCAD 2016 or later version and color-rendered. Plans will show potential phasing outlines.
- 7) Provide PS&E documents:
 - a. Drawings will be submitted as PDFs in 22" x 34" format,
 - b. Special Provisions/Specifications will be submitted as Word Document files, and
 - c. Cost Estimates will be submitted as Excel Spreadsheets.

Frontier Heights Park
13 June 2018
Page 4

REIMBURSEABLE EXPENSES

Mileage, parking, reproduction, printing, and other project related costs (billed at 1.00).

In consideration of the above services, we are proposing the following estimated fee:

HBB Landscape Architects (Exhibit A)	\$27,700.09
<i>Subconsultants:</i>	
KPFF Engineers (Exhibit B)	\$30,379.70
Lin Associates - Survey (Exhibit C)	\$16,860.00
Total Services:	\$74,939.76

HBB proposed rates for additional work are as shown in Exhibit A. KPFF proposed rates for additional work are as shown in Exhibit B. The above fee is an estimate of how we expect to allocate our time. We reserve the right to move time between tasks as needed to accomplish the overall goals of the project.

The above fee is also based on the following assumptions:

1. Architectural Illustration is not included. Architectural Illustration consisting of professional, watercolor rendering is available at an additional cost of \$3,000 for one birds-eye aerial and \$1,000 for close-up vignettes.
2. Meeting times include estimated travel time.
3. No engineering modeling will need to be performed in the development of the alternatives.
4. Off-site traffic modeling or impact studies, or environmental mitigation will not be required as part of the development of alternatives or master planning effort.
5. Cost estimating will not occur to produce park plan alternatives.
6. All future grading to maintain close to existing grades.
7. Stormwater flow control and/or detention will not be required in this design scope; design is anticipated to address stormwater quality treatment only.
8. Determining site power, water, or sewer site demand will be provided by the city.
9. City will identify any on or off site critical areas that will need to be taken into consideration with the development of the alternatives.
10. Public outreach will be setup and lead by the City, including sign-in sheets, notifications, translation or interpreter services if required, updates to websites, or surveys.
11. All permit applications, submissions, and reviews for PS&E construction documents will be led by the city.
12. Design assumes there is not federal funding anticipated for this project.

If an agreement has not been signed and returned within 30 calendar days, this proposal is void. Once an agreement incorporating this proposal has been signed, dated, and received, it will be assumed that this proposal is acceptable and will be used as a basis for the scope of services and associated fee incorporated into the formal letter of agreement. If you have any questions, please call.

Best regards,

HBB LANDSCAPE ARCHITECTURE



Dean W. Koonts, ASLA,
Principal

Attachments: Exhibit A. HBB Fee Proposal
 Exhibit B. KPFF Fee Proposal
 Exhibit C. Lin Associates Proposal



Project:	Frontier Heights Park
Client:	City of Lake Stevens
Firm:	HBB Landscape Architecture
Date:	06/13/18

Scope of Work	Principal	PM / LA	Design	Comp./ Tech	TASK SUBTOTAL
	\$ 198.68	\$ 152.83	\$ 100.03	\$ 77.80	

TASK 1. SURVEY/ BASE MAP	1	0	1	0	\$298.71
1.1 Topographic Survey (Lin Associates)					
1.2 Survey/ Base Map Review	1		1		

TASK 2. BACKGROUND & UTILITY COORDINATION	7	0	18	0	\$3,191.30
2.1 Background investigation			4		
2.2 Power Utility Company Coordination	1		8		
2.3 Civil Information					
2.4 City Meeting & Site Visit	6		6		

TASK 3. PARK PLAN	19	0	49	100	\$16,456.39
3.1 Park Plan Alternatives Charrette	6		8	4	
3.2 Develop Alternatives for Presentation	4		16	40	
3.3 Draft Park Plan	4		20	36	
3.4 Draft Park Plan Review	3		1		
3.5 Park Plan	2		4	20	

TASK 4. PHASE I PS&E DOCUMENTS	7	0	31	40	\$7,603.69
4.1 90% Design Documents	1		10	20	
4.2 90% Specifications	1		6		
4.3 90% Construction Cost Estimate			3	12	
4.4 90% Quality Control	2		3		
4.5 90% PS&E Review			3		
4.6 Bid Set	1		3	8	
4.7 Bid Set Quality Control	2		3		

Total Hours	34	0	99	140	
Total Cost	\$6,755.12	\$0.00	\$9,902.97	\$10,892.00	\$27,550.09

Reimbursable Expenses	\$ 150.00
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TOTAL COST OF SERVICES	\$ 27,700.09
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Project:	Frontier Heights Park
Client:	City of Lake Stevens
Firm:	KPFF
Date:	06/13/18

Scope of Work	Principal	PM / Engineer	Design Engineer	Comp./ Tech	Contracts Admin	
	\$ 179.21	\$ 159.75	\$ 76.04	\$ 105.44	\$ 82.19	TASK SUBTOTAL

TASK 1. SURVEY/ BASE MAP	0	2	3	10	2	\$1,766.36
1.1 Topographic Survey (Lin Associates)						
1.2 Survey/ Base Map Review		2	3	10	2	

TASK 2. BACKGROUND & UTILITY COORDINATION	0	20	16	0	0	\$4,411.66
2.1 Background investigation		2	4			
2.2 Power Utility Company Coordination		6				
2.3 Civil Information		8	8			
2.4 City Meeting & Site Visit		4	4			

TASK 3. PARK PLAN	0	36	43	14	2	\$10,661.24
3.1 Park Plan Alternatives Charrette		8	8			
3.2 Develop Alternatives for Presentation		4	8	4		
3.3 Draft Park Plan		12	10	10		
3.4 Draft Park Plan Review		6	9			
3.5 Park Plan		6	8		2	

TASK 4. PHASE I PS&E DOCUMENTS	4	30	62	28	2	\$13,340.46
4.1 90% Design Documents		8	28	20		
4.2 90% Specifications		8	12			
4.3 90% Construction Cost Estimate		2	6			
4.4 90% Quality Control	2					
4.5 90% PS&E Review		4	4			
4.6 Bid Set		4	8	8		
4.7 Bid Set Quality Control	2	4	4		2	

Total Hours	4	88	124	52	6	
Total Cost	\$716.85	\$14,058.00	\$9,429.08	\$5,482.62	\$493.15	\$30,179.70

Reimbursable Expenses	\$ 200.00
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TOTAL COST OF SERVICES	\$ 30,379.70
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**Lin Associates, Inc.
Cost Estimate**

		Lin & Associates								Labor Task Total
		Project Manager	Survey Manager	Survey Engineer	Survey Party Chief	Surveyor	CAD Tech	Admin	Total Hrs Lin	
Task 1	Survey & Mapping of Park	4	16	40	48	48	24	2	182	\$ 16,005
									0	\$ -
	TOTAL HOURS	4	16	40	48	48	24	2	182	
	Hourly rate	\$ 64.00	\$ 45.50	\$ 34.00	\$ 35.00	\$ 22.00	\$ 26.25	\$ 29.50		
	Direct Salary Cost (DSC)	\$ 256	\$ 728	\$ 1,360	\$ 1,680	\$ 1,056	\$ 630	\$ 59	\$ 5,769.00	
	Overhead rate:								147.43%	
	Overhead(OH)								\$ 8,505.24	
	Fee (DSC)								\$ 1,730.70	
	Total DSC + OH + Fee								\$ 16,005	
	Direct Expenses									
	Mileage: At Current IRS Rate								\$ 175	
	Copies								\$ 20	
	APS Utility Locating(Half day)								\$ 360	
	3D Scanner (1 days @ \$300/dy)								\$ 300	
	Total Fee =								\$ 16,860	

Attachment B

RFP Decision Matrix
Combined Evaluations

Firm Evaluation Matrix - Frontier Heights Park

Reviewer	HBB LANDSCAPE	NAKANO	CASCADE DESIGN	MACLEOD RECKOF
Russell Wright	3.7	2.3	2.6	3.6
Aaron Haverson	4.4	3.6	4.0	4.6
Eric Durpos	3.7	2.8	2.8	2.9
Cory Nau	3.5	3.3	2.9	3.5
Jim Haugen	4.1	3.2	3.2	4.4
Average Rating	3.9	3.0	3.1	3.8



STAFF REPORT

Council Agenda Date: June 19, 2018

Subject: LUA2018-0035- City initiated code amendment regarding Temporary Encampments

Contact Joshua Machen, *Senior Planner / Russ* **Budget Impact:** None
Person/Department: Wright, *Community Development Director*

RECOMMENDATION(S)/ACTION REQUESTED OF COUNCIL:

Review draft regulations and provide direction to staff on any requested changes **(Attachment A)**.

SUMMARY/BACKGROUND:

The City has drafted regulations regarding the sitting of Temporary Encampments within the City.

What is a Temporary Encampment?

Temporary encampment. Means a short-term residence facility for a group of people that is composed of tents or other temporary structures on a site provided or arranged for by a sponsor with services provided by a sponsor and supervised by a managing agency. These encampments are most often sponsored by a church or religious organization.

Purpose of Code Amendment

The City of Lake Stevens insurance provider, WCIA, performs regular audits of our municipal codes, among other things, to limit the City's potential liability. As part of their last audit, they pointed out that the City needed to develop "temporary homeless encampment" regulations as preemptive measures, providing protection to the City. On the WCIA website, they provide permitting guidance and a sample Temporary Homeless Encampment Ordinance. **(Attachments B & C)**.

The proposed regulations as drafted, address the concerns of the insurance provider and initial comments and concerns expressed by the City Council during their workshop on May 1, 2018.

During a Public Hearing before the Planning Commission on June 6, 2018, the following concerns were raised:

- General concern regarding temporary encampment impacts on neighborhoods and the community.
- Safety and policing of the temporary encampments

- Code enforcement and fines for violations of conduct or disregard of regulations
- Insurance requirement for the sponsor
- Liability to the City

Since the public hearing with the Planning Commission the staff has performed additional research regarding the ability to require insurance or indemnification. Based on the guidance from WCIA and Washington State court cases, our regulations cannot require churches or other community-based organizations sponsoring temporary encampments to obtain liability insurance related to the encampment nor indemnify the City (Attachment C)

Proposed Regulations

The attached proposed regulations were drafted to address concerns and the direction provided by the City Council and Planning Commission (**Attachment A**).

To alleviate some concerns expressed by the Planning Commission and public, Council could further restrict the occupancy and duration of the encampments to address general impacts on neighborhoods and the community, specifically access to social services and consistent public transportation. The total occupancy could be reduced from a maximum of 100 persons to 50 persons and the encampments could be limited to a duration of 60 days.

APPLICABLE CITY POLICIES:

Protection public health and safety of the citizens of Lake Stevens.

BUDGET IMPACT:

None:

ATTACHMENTS:

Exhibit A: Proposed Changes to the Lake Stevens Municipal Code to regulate Temporary Encampments

Exhibit B: WCIA-Sample Temporary Homeless Encampment Ordinance

Exhibit C: WCIA- Temporary Homeless Encampment Permitting Guidance

Proposed Changes to the Lake Stevens Municipal Code to regulate Temporary Encampments

The following definitions and code sections shall be added to the municipal code:

LSMC 14.08.010 Definitions

Temporary tent encampment. Means a short-term residence facility for a group of people that is composed of tents or other temporary structures on a site provided or arranged for by a sponsor with services provided by a sponsor and supervised by a managing agency.

Managing agency. Means an organization identified as the manager of a temporary tent encampment that has the capacity to organize and manage a temporary tent encampment. A “managing agency” may be the same entity as the sponsor.

Sponsor. Means an organization (1) that is recognized by the Internal Revenue Service as exempt from federal income taxes as a religious or other non-profit community-based organization that expresses its mission to include organizing living accommodations for the homeless.

All other definitions in LSMC 14.08 shall remain in full force and effect, unchanged.

14.16C.110 Temporary Use.

(a) This section provides for certain temporary uses incidental to the principal long-term use of property. Temporary uses are to be permitted only under the conditions as set forth herein, and where it is found to be safe and compatible with the general vicinity and adjacent uses.

(b) Procedure. Applications for a temporary use permit shall follow the procedures for a Type I review, except Temporary Encampments shall be processed as a Type II review pursuant to Chapter [14.16B](#).

(c) Permitted Temporary Uses. The following temporary uses and structures shall be allowed:

(1) A temporary dwelling for use as a residence by the owners of a lot during construction of a permanent residential structure on the lot. The temporary building need not comply with the requirements of the International Building Code but shall meet minimum health and safety standards prescribed by the Building Official. It shall be removed from the lot upon completion of the permanent residential structure.

(2) A temporary structure for use by a contractor as a construction shed or office while building or remodeling a permanent structure on the same lot. The temporary structure shall not be open to the public. The temporary building need not comply with the requirements of the International Building Code but shall meet minimum health and safety standards prescribed

by the Building Official. It shall be removed from the lot upon completion of the permanent structure.

(3) A temporary real estate sales office located in a model or display home, subject to the following conditions:

(i) If situated in a residential zone, the office may only be used for sale activities related to the plat in which it is located.

(ii) If situated in a commercial zone, the office may only be used for sales related to the model or display home itself.

(iii) Within a period of one year, the use of the building for a temporary real estate sales office shall terminate, and the building shall be used exclusively thereafter for uses permitted within that zone and shall meet all building and fire codes applicable thereto, or shall be immediately removed.

(4) Temporary Encampments are to be reviewed as a Type II application pursuant to supplemental regulations contained in LSMC 14.44.038.

(d) Recreational Vehicles as Temporary Dwelling Units. No recreational vehicle shall be occupied for residential or commercial purposes anywhere in the City of Lake Stevens except:

(1) In the case of temporary uses per subsection (c) of this section; or

(2) Recreational vehicles may be occupied by visitors within residential zones for a period not to exceed 30 days where a Planning Director approval has been granted for such use, provided:

(i) Temporary occupancy shall not exceed 30 days in a calendar year per visitor;

(ii) Under no circumstances shall a recreational vehicle be occupied while parked overnight ~~on~~ within a public ~~street~~ right-of-way or within a public park;

(iii) No recreational vehicle shall be serviced by a temporary or permanent sewer hook-up emptying into the City's system or a private septic system; and

(iv) Space shall not be provided for an occupied recreational vehicle for monetary or other compensation.

(3) Recreational vehicles and recreational park trailers may be occupied inside manufactured/mobile home parks pursuant to Section 14.44.070 as a temporary use.

(e) Decision Criteria. A temporary use permit may be granted by the Planning Director, only if the applicant demonstrates:

- (1) The proposed temporary use will not be materially detrimental to the public welfare;
- (2) The proposed temporary use is compatible with existing land use in the immediate vicinity in terms of noise and hours of operation;
- (3) Adequate public off-street parking and traffic control for the exclusive use of the proposed temporary use can be provided in a safe manner; and
- (4) The proposed temporary use is not otherwise ~~permitted~~ prohibited in the zone in which it is proposed.

(f) Duration and Frequency. Unless specified elsewhere in this section, temporary use permits shall be limited in duration and frequency as follows:

- (1) When sudden, unforeseen damage occurs to a residence making it uninhabitable, thus necessitating occupancy in a temporary residence, occupancy may occur immediately provided an application for the temporary use permit is made within seven days from the first day of occupancy in the temporary residence;
- (2) The temporary use permit shall be effective for no more than 180 days from the date of the first occurrence, except that temporary encampments are limited to 90 days;
- (3) The temporary use permit shall specify a date upon which the use shall be terminated and removed; and
- (4) A temporary use permit shall not be granted for the same temporary use on a property more than once per calendar year, except that for temporary residences the Planning Director may renew such permit for one additional period not to exceed three months if it is determined such renewal is reasonably necessary to allow the proposed occupants of the permanent residential building to complete the construction, repair, renovation, or restoration work necessary to make such building habitable.

(g) Temporary Public Structures. Public agencies may erect and use temporary structures (e.g., portable school classrooms, civic uses, emergency command centers, health and social services centers, etc.) upon demonstrating that such a use is for the public benefit and that the use is temporary in nature. Permits for temporary public structures shall expire one year after issuance, but may be renewed annually by the Planning Director upon demonstration of demonstrated public benefit. (Ord. 991, Sec. 4, 2017; Ord. 811, Sec. 4 (Exh. 3), 2010)

LSMC 14.40.090 "More Specific Use Controls" (Table 14.40-I: Table of Permissible Uses by Zones) is hereby amended to add use "1.460 Temporary Encampments" as shown below, **all other uses shall remain in full force and effect, unchanged:**

Blank box indicates a use is not allowed in a specific zone. Note: Reference numbers within matrix indicate special conditions apply.

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

E DESCRIPTIONS		SR	WR	UR	HUR	MFR	NC ⁴	LB	CBD	MU ¹	PBD ⁵	SRC	LI	GI	P/SP
60	Temporary Encampments	P	P	P	P	P		P	P	P	P	P			

LSMC 14.44.038 Temporary Encampments (New Section)

(a) Regulations established.

Regulations concerning the establishment and processing of applications for temporary tent encampments in the city are hereby established. Establishing such facilities contrary to the provisions of this chapter is prohibited. Temporary use permits shall be required for temporary tent encampments in the city. If a temporary tent encampment is established in violation of this chapter or if, after the temporary use permit is issued, the Planning Director determines that the permit holder has violated this chapter or any condition of the permit, the temporary tent encampment, its sponsor and managing agency shall be subject to code enforcement and all activities associated with the temporary tent encampment shall cease, and the site shall be vacated and restored to its pre-encampment conditions.

(b) Criteria for Temporary Encampment.

- (1) The site must be owned or leased by either a sponsor or managing agency.
- (2) A temporary encampment shall be processed as a Type II application and submitted with the appropriate fee as set forth in the City of Lake Stevens fee schedule.
- (3) A public meeting shall be held in accordance with the procedures of LSMC section 14.16B.325.
- (4) The applicant shall have a code of conduct that articulates the rules and regulation of the encampment. These rules shall include, at a minimum the following prohibitions:
 - (i) No alcohol and/or drug use
 - (ii) No weapons
 - (iii) No violence
 - (iv) No loitering in the surrounding neighborhood
 - (vi) Quiet hours

(5) The applicant shall keep a cumulative list of all residents who stay overnight in the encampment, including names and dates. The list shall be kept on site for the duration of the encampment. The applicant shall provide an affidavit of assurance with the permit submittal package that this procedure is being met and will continue to be updated during the duration of the encampment.

(6). The maximum number of residents at a temporary encampment site shall be determined by taking into consideration site conditions, but shall in no case be greater than 100 residents at any one time. Any proposed site shall meet the site requirements in subsection (b)(7) of this section and be of sufficient size to support the activities of the temporary encampment without overcrowding of residents.

(7) Site Requirements.

(i) The minimum useable site area for a temporary encampment shall be: 7,500 square feet for the first 50 residents, plus 100 square feet for each additional resident, up to the maximum allowable of 100 residents. The useable site area may be a combination of contiguous parcels in the same ownership of the host or managing agency.

(ii) Tents and supporting facilities within an encampment must meet 20-foot setbacks from neighboring property lines or rights-of-way except for properties under the same ownership as the host agency. Setbacks to neighboring property lines may be reduced by the Director to a minimum of five feet if it can be determined that the reduction will result in no adverse impact on the neighboring properties, considering site conditions that extend along the entire encampment area, including but not limited to:

- (a) Topography changes from adjoining property;
- (b) Visually solid, minimum six-foot height, intervening structures;
- (c) Distance from nearest structure on neighboring property;
- (d) Vegetation that creates a visual screen.

(iii) Encampment facilities, improvements, activities, and uses must be located outside critical areas and required buffer as provided for in Chapter 14.88 LSMC.

(iv) The property is not an unopened public right of way; or designated as a park, playground, viewpoint, or multi-use trail by the City, Snohomish County or other governmental agency.

(v) Screening of Activities. Where deemed necessary by the Planning Director or designee, activities of the transitory accommodation shall be obscured from view from adjacent properties, by a six-foot-high sight-obscuring fence, existing dense vegetation, existing topographic difference, distance from exterior property lines, or other means, to the maximum extent feasible.

(vi) Exterior lighting must be directed downward and glare contained within the temporary tent encampment.

(vii) Required on-site parking of the sponsor shall not be displaced unless sufficient required off-street parking remains available for the host's use to compensate for the loss of on-site parking or unless a shared parking agreement is executed with adjacent properties.

(viii) A fire permit is required for all tents over 400 square feet. Fire permit fees are waived.

(ix) All tents must be made of fire resistant materials and labeled as such.

(x) Provide adequate number of 2A-10BC rated fire extinguishers so that they are not more than 75 feet travel distance from any portion of the complex. Recommend additional extinguishers in cooking area and approved smoking area.

(xi) Emergency vehicle access to the site must be maintained at all times.

(xii) Members of the temporary encampment shall monitor entry points at all times. A working telephone shall be available to ensure the safety and security of the temporary encampment at all times.

(8) Health & Welfare Requirements.

The sponsor and/or managing agency shall meet all applicable public health regulations, including but not limited to the following:

(i) Sanitary portable toilets, which shall be set back at least 25 feet from all property lines, or access to indoor restroom facilities;

(ii) Hand-washing stations by the toilets and food preparation areas, or access to indoor facilities;

(iii) Food preparation areas or service tents., or access to indoor facilities;

- (iv) Refuse receptacles-facilities for dealing with trash shall be provided on-site throughout the encampment. A regular trash patrol in the immediate vicinity of the temporary tent encampment site shall be provided;
 - (v) Public health guidelines on food donations and food handling and storage, including proper temperature control, shall be followed and homeless encampment residences involved in food donations and storages shall be made aware of these guidelines consistent with the Snohomish Health District requirements;
 - (vi) Smoking in designated areas only; these areas must be a minimum of 25 feet from any neighboring residential property. Provide ashtrays in areas approved for smoking; and
 - (vii) The sponsor and/or managing agency shall provide a plan for the social welfare of those residing within the camp. The plan should include provisions for substance addiction and mental health counseling services, unemployment assistance and low-income housing assistance.
- (9) The encampment shall permit inspections by City, Snohomish Health District, and Fire Department inspectors at reasonable times during the permit period without prior notice to ensure compliance with the conditions of the permit.
- (10) No children under 18 are allowed in the temporary encampment. If a child under the age of 18 attempts to stay at the temporary encampment, the managing agency shall immediately contact Child Protective Services.
- (11) Encampments may be allowed to stay under the temporary use permit for up to 90 days.
- (12) The sponsor or managing agencies may only host a temporary encampment on the same site once every 365 days.
- (13) The sponsor and/or managing agency shall provide before-encampment photos of the host site with the application. Upon vacation of the temporary tent encampment, all temporary structures and debris shall be removed from the host site within one calendar week. At expiration of the permit, the sponsor or managing agency shall restore the property to the same or similar condition as at permit issuance.
- (14) The sponsor and/or managing agency shall provide a financial security on a form acceptable to the City Attorney and in an amount approved by the Director, sufficient to ensure the restoration of the property to pre-camp conditions. The financial security shall not be released

until the subject property is restored to the same or improved pre-camp condition and has been inspected by the City's Code Enforcement Officer in coordination with other affected departments.

(15) No more than one temporary use encampments shall be permitted and operating at any one time within the City

ADM.39.01
SAMPLE TEMPORARY HOMELESS ENCAMPMENT ORDINANCE
Issued: 02/16

ORDINANCE NO. _____

AN ORDINANCE of the City of [Member], Washington, relating to Temporary Homeless Encampments; amending Chapter XX of the [Member] Municipal Code.

WHEREAS, in 2010, the legislature codified [RCW 35.21.915](#), which, among other things, prevents cities from enacting ordinances or regulations or taking any other action that imposes conditions other than those necessary to protect public health and safety and that do not substantially burden the decisions or actions of a religious organization;

WHEREAS, the City desires to enact this Ordinance to set forth the requirements for issuance of a temporary use permit to an applicant wishing to host a homeless encampment;

WHEREAS, the standards and requirements set forth in this Ordinance are the minimum necessary to protect the public health and safety and do not substantially burden the decisions or actions of a religious organization regarding the location of housing or shelter for homeless persons on property owned by the religious organization;

NOW THEREFORE, THE CITY COUNCIL OF THE CITY OF [MEMBER], WASHINGTON, DOES ORDAIN AS FOLLOWS:

Section 1. Section XXXXX of the [Member] Municipal Code is amended to add “Temporary Homeless Encampment” to the permitted uses table as shown in Exhibit XXXX.

Section 2. Section XXXXX of the [Member] Municipal Code, Use Specific Standards, is amended to add the following subsection:

Temporary Homeless Encampment

An application for a homeless encampment will be reviewed and decided upon by the Director of Planning and Community Development (hereafter “Director”) and must meet the following standards.

- a. An application for a Temporary Homeless Encampment permit [must include a local church as a sponsor or managing agency.] or [is only allowed on property in conjunction with a Religious Facility.] [An application for a homeless encampment must include a Religious Facility or other community-based organization as a sponsor or managing agency.] or [Must include an organization recognized by the Internal Revenue Service as exempt from federal income taxes as a religious organization.]

- b. The applicant shall submit an irrevocable, signed, and notarized statement granting the City permission to summarily abate the temporary use and all physical evidence of that use if it is not removed by the applicant within the period specified as part of the permit, and agreeing to reimburse the City for any expenses incurred by the City in abating the temporary use.
- c. The encampment shall meet all setbacks for the zoning districts described in Section XXXX of the [Member] Municipal Code. The encampment shall be located a minimum of 20 feet from the property line of abutting properties containing residential uses.
- d. The Director may require a sight-obscuring fence around the perimeter of the homeless encampment unless it is determined that there is sufficient vegetation, topographic variation, or other site conditions such that fencing would not be needed.
- e. Exterior lighting for the homeless encampment must meet the requirements of the [Member] Municipal Code Section XXXX.
- f. The maximum number of residents within a homeless encampment is XXX.
- g. Parking for XX vehicles shall be provided.
- h. The applicants shall submit a transportation plan which shall include provision of transit services. The homeless encampment shall be located within one-half (1/2) mile of transit.
- i. No [children under the age of 18] [unaccompanied children] are allowed in the homeless encampment. If a child under the age of 18 attempts to stay at the homeless encampment, the managing agency shall immediately contact Child Protective Services.
- j. No animals shall be permitted in the encampments except for service animals.
- k. The applicant shall submit a code of conduct for the encampment and describe how it is to be enforced by the managing agency. The code shall contain the following at a minimum:
 - i. No drugs or alcohol
 - ii. No weapons
 - iii. No violence
 - iv. No open flames
 - v. No loitering in the surrounding neighborhood
 - vi. Quiet hours
- l. The managing agency shall ensure compliance with Washington State and City codes concerning, but not limited to, drinking water connections, human waste, solid waste disposal, electrical systems, and fire-resistant materials. The City shall coordinate review of the Temporary Homeless Encampment permit with the [County Name] Health District and [Member] Fire Department to check compliance with the standards for homeless encampments.

- m. The managing agency shall take all reasonable and legal steps to obtain verifiable identification from prospective encampment residents and use the identification to obtain sex offender and warrant checks from the appropriate agency. All requirements by the City of [Member] Police Department related to identified sex offenders or prospective residents with warrants shall be met.
- n. The managing agency shall permit daily inspections by the City and/or Health Department to check compliance with the standards for homeless encampments.
- o. Homeless encampments may be approved for a time period not to exceed XXX days.
- p. There is no administrative appeal of the Director's decision for a temporary use permit. The action of the City in granting or denying an application under this chapter may be reviewed pursuant to the standards set forth in [RCW 36.70C.130](#) in the [County Name] Superior Court. The land use petition must be filed within 21 calendar days of the issuance of the final land use decision of the City. For more information on the judicial process for land use decisions see [Chapter 36.70C RCW](#).

Section 3. Section XXXX of the [Member] Municipal Code is amended to add the following definitions:

Temporary Homeless Encampment

“Temporary Homeless Encampment” means a group of homeless persons temporarily residing out of doors on a site with services provided by a sponsor and supervised by a managing agency.

Managing Agency

“Managing Agency” means an organization that has the capacity to organize and manage a homeless encampment. A “managing agency” may be the same entity as the sponsor.

Sponsor

“Sponsor” means an entity that has an agreement with the managing agency to provide basic services and support for the residents of a homeless encampment and liaison with the surrounding community and joins with the managing agency in an application for a temporary use permit. A “sponsor” may be the same entity as the managing agency.

Section 4. This ordinance shall take effect and be in force XX-XX-XXXX following the end of the State Environmental Policy Act (SEPA) appeal period.

ADM.39
TEMPORARY HOMELESS ENCAMPMENT PERMITTING
Issued: 02/16

POSSIBLE EXPOSURES:

Cities and towns may regulate camping and other related activities within their jurisdiction through the exercise of their general police powers, however Washington law has specifically restricted a municipality's ability to regulate the hosting of temporary encampments for the homeless on property owned or controlled by religious organizations. [RCW 35.21.915](#) was adopted in 2010 in part, in response to the Washington Supreme Court decision of *City of Woodinville v. Northshore United Church of Christ*, where the court found that the imposition of a moratorium on tent cities upon a religious institution was unconstitutional.

As a result, a Member's prohibition of religious organizations hosting temporary homeless encampments could lead to lawsuits alleging a violation of the U.S. or State of Washington Constitutions or a violation of Washington law.

RECOMMENDED CONTROLS:

[RCW 35.21.915](#) sets forth the following restrictions:

“A city or town may not enact an ordinance or regulation or take any other action that:

- (a) Imposes conditions other than those necessary to protect public health and safety and that do not substantially burden the decisions or actions of a religious organization regarding the location of housing or shelter for homeless persons on property owned by the religious organization;
- (b) Requires a religious organization to obtain insurance pertaining to the liability of a municipality with respect to homeless persons housed on property owned by a religious organization or otherwise requires the religious organization to indemnify the municipality against such liability; or
- (c) Imposes permit fees in excess of actual costs associated with the review and approval of the required permit applications.”

Members may provide for the siting of temporary encampments for the homeless located on property owned or controlled by religious organizations by use of a conditional use or temporary use permitting application process. This process may include but is not limited to the following elements:

1. Require the encampment to be sited on property owned or controlled by a religious organization. An application for an encampment must include a religious facility or other community-based organization as a sponsor or managing agency.
2. Establish zoning setbacks in relationship to abutting property lines containing residential uses.
3. Establish a maximum number of residents allowed within the homeless encampment.
4. Establish parking requirements and requirements for nearby transit services.
5. Prohibit minor children [or unaccompanied children] from staying in the encampment.
6. Require that the managing agency establish a code of conduct for residents of the encampment and description of how the code will be enforced.
7. Prohibit alcohol and other intoxicant use in the encampment.
8. Prohibit weapons in the encampment.
9. Require that the managing agency ensure compliance with Washington State and City codes concerning but not limited to potable water connections, handling of human waste, refuse disposal, electricity and use of fire retardant materials.
10. Require that the managing agency take all reasonable steps to obtain verifiable identification from prospective encampment residents and use the identification to obtain sex offender and warrant checks from the appropriate agency.
11. Establish the duration of the encampment.

Jurisdictions have adopted ordinances restricted only to activities related to a religious organization or allowing temporary encampments for the homeless more generally within a municipality.