

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 School Community Center 1808 Main Street, Lake Stevens

Tuesday, September 25, 2018 – 6:00 p.m.

- 2019 Preliminary Budget Barb

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

Tuesday, September 25, 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
BOARDS AND COMMISSIONS OATH OF OFFICE	John Cronin – Planning Commission	Mayor
CITIZEN COMMENTS		
COUNCIL BUSINESS		Council President
MAYOR'S BUSINESS		
CITY DEPARTMENT REPORT	Update	

Lake Stevens City Council Regular Meeting Agenda

September 25, 2018

CONSENT AGENDA:	*A Approve 2018 Vouchers	Barb
	*B Approve City Council Special Meeting Minutes of September 5, 2018	Kathy
	*C Approve City Council Regular Meeting Minutes of September 11, 2018	Kathy
	*D Approve City Council Workshop Meeting Minutes of September 18, 2018	Kathy
	*E Approve Rowing Club Facilities Use Agreement	Gene
	*F Approve Family Center Lease	Gene
PUBLIC HEARING:	*G Rhodora Annexation	Josh
ACTION ITEMS:	*H Approve Resolution 2018-27 Adrian Annexation Petition	Dillion
	*I Approve Ordinance 1033 re Business License Requirements	Jill
	*J Approve Supplemental Agreement No. 3 with Crandall Arambula for Architectural Design Services for the Pavilion Design	Russ
	*K Approve Public Works Contract for 4 th Street NE Safe Routes to School Construction	AaronEric
	*L Approve Resolution 2018-28 Accepting Donations for Police Canine Program	John D.

DISCUSSION ITEMS:

EXECUTIVE SESSION

ADJOURN

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

THE PUBLIC IS INVITED TO ATTEND

Special Needs

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

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



**CITY DEPARTMENT REPORT
CITY COUNCIL REGULAR MEETING
SEPTEMBER 25, 2018**

Human Resources – Update

Wellness: Working with employees and spouses covered on the city medical to complete activities to help us keep our 2% discount on premium rates for 2019

Recruiting: Reviewing applications received for the Public Works Administrative Assistant. The position closed 09/16/18 and interviews will be the week of 09/24/18

Finance Department – Update

Staff: Josh Roundy, Senior Accountant, attended the Washington Finance Officers Association (WFOA) annual conference in Vancouver, Washington the week of September 17th



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BLANKET VOUCHER APPROVAL
2018

Payroll Direct Deposits	9/14/2018	\$212,360.52
Payroll Checks	46102-46103	\$4,043.03
Tax Deposit(s)	8/31/2018	\$79,118.01
Electronic Funds Transfers	ACH	\$6,293.34
Claims	46009-46101	\$400,725.69
Void Checks		
Total Vouchers Approved:		\$702,540.59

This 25th day of September 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

September 25, 2018



City Expenditures by Type on this voucher packet

Personnel Costs	\$ 216,404	31%
Payroll Federal Taxes	\$ 79,118	11%
Other Employer paid Benefits	\$ 353	0%
Employee paid benefits - By Payroll	\$ 8,702	1%
Supplies*	\$ 28,327	4%
Professional Services **	\$ 165,321	24%
Intergovernmental	\$ 106,486	15%
Capital***	\$ 87,130	12%
Debt Payments****	\$ 10,700	2%
Void Check		0%
Total	\$ 702,541	100%

Transactions of Note

*Lundein Park Benches and Bike Rack -- \$4,040.69

**Consultant Fee for Builiding Plan Review School Project (Reimbursed) -- \$75,517.50

**Police Taser Assurance (Replacement) Plan -- \$6,668.32

**Abatement & Asbestos Removal Services -- \$10,197.40

***Frontier Park Design -- \$3,986.05

***91st Ave SE/4th St SE Sidewalk Improvement Engineering -- \$39,804.10

****Parkway Crossing Det Pond Debt Payment -- \$10,700



Checks to be Approved for 9/6/2018 to 9/20/2018

Name	Ck #	Date	Invoice #	Account #	Account Desc	Item Desc	Check Total	\$769.33
Ace Hardware	46109	9/20/2018	60044	001-008-521-20-31-02	LE-Minor Equipment	Garbage Bags		\$5.70
			60078	101-016-544-90-31-02	ST-Operating Cost	RSTP Vocoilenm		\$52.25
				410-016-531-10-31-02	SW-Operating Costs	RSTP Vocoilenm		\$52.26
			60086	101-016-544-90-31-02	ST-Operating Cost	Airwick Sticks		\$2.71
				410-016-531-10-31-02	SW-Operating Costs	Airwick Sticks		\$2.71
			60189	101-016-544-90-31-02	ST-Operating Cost	Batteries		\$18.22
				410-016-531-10-31-02	SW-Operating Costs	Batteries		\$18.22
			60253	101-016-544-90-31-02	ST-Operating Cost	Backpack Sprayer		\$54.44
				410-016-531-10-31-02	SW-Operating Costs	Backpack Sprayer		\$54.45
			60287	001-010-576-80-31-00	PK-Operating Costs	Lock/High Eff Valve		\$92.15
				101-016-544-90-31-02	ST-Operating Cost	Lock/High Eff Valve		\$92.15
				410-016-531-10-31-02	SW-Operating Costs	Lock/High Eff Valve		\$92.16
			60308	101-016-542-64-31-00	ST-Traffic Control - Supply	Clamp		\$26.05
			60322	001-010-576-80-31-00	PK-Operating Costs	Irrigation Parts/Hand Pruner		\$47.84
			60337	101-016-544-90-31-02	ST-Operating Cost	Bit Carbide		\$10.88
			60339	101-016-544-90-31-02	ST-Operating Cost	Cutoff Wheel		\$3.91
			60340	101-016-544-90-31-02	ST-Operating Cost	Cell Phone Charger		\$7.07
				410-016-531-10-31-02	SW-Operating Costs	Cell Phone Charger		\$7.07
			60344	101-016-544-90-31-02	ST-Operating Cost	Concrete Epoxy		\$8.27
			60350	001-012-575-50-31-00	CS-Community Center-Ops	Hose Bib Lock		\$17.41
			60351	101-016-544-90-31-02	ST-Operating Cost	Paint Mask		\$46.27
				410-016-531-10-31-02	SW-Operating Costs	Paint Mask		\$46.27
			60364	101-016-544-90-31-02	ST-Operating Cost	Ace Roller		\$5.43
				410-016-531-10-31-02	SW-Operating Costs	Ace Roller		\$5.44
Alliance 2020	46110	9/20/2018	564127	001-008-521-20-41-00	LE-Professional Services	Background Check New Hire	Check Total	\$40.00
								\$40.00
Amazon Capital Services	46111	9/20/2018	19KX-DNJC-JVMK	001-013-518-20-31-00	GG-Operating Costs	Sun Shade Sail Canopy	Check Total	\$963.35
								\$103.39
								\$121.94
			1H6F-KVHP-N7K6	520-008-594-21-63-00	LE-Boating Minor Equipment	Digital Audio Decibel Meter		\$243.88
					Capital Equipment	Digital Audio Decibel Meter for New Cars		



Checks to be Approved for 9/6/2018 to 9/20/2018

Name	Ck #	Date	Invoice #	Account #	Account Desc	Item Desc	
Amazon Capital Services	46111	9/20/2018	1JD1-RDXN-M6WK	001-008-521-20-31-02	LE-Minor Equipment	Surveillance Earpiece	\$76.23
			1MMP-1Y1Y-HRNR	101-016-544-90-31-01	ST-Office Supplies	Vests/Wireless Headset Bundle	\$143.65
				410-016-531-10-31-01	SW-Office Supplies	Vests/Wireless Headset Bundle	\$143.66
			1WPP-H3HF-CC39	001-008-521-20-31-02	LE-Minor Equipment	Desktop Hard Disk Drive	\$130.60
American Abatement and Demo LLC	46104					Check Total	\$10,197.40
		9/13/2018	1452	001-013-518-20-48-00	GG-Repair & Maintenance	Abatement Asbestos Removal	\$10,197.40
Artcraft and Foremost	46112					Check Total	\$533.50
		9/20/2018	440694	001-008-521-30-31-00	LE-Community Outreach Supplies	Police Car Stress Shape - Outreach Supplies	\$533.50
Axon Enterprise Inc	46113					Check Total	\$6,668.32
		9/20/2018	SI-1551191	001-008-521-20-41-01	LE-Professional Serv-Fixed	Taser Assurance Plan CEW Annual X2	\$5,978.50
			SI-1551225	001-008-521-20-41-01	LE-Professional Serv-Fixed	Taser Assurance Plan CEW Annual X2	\$689.82
Gene Brazel	46114					Check Total	\$258.75
		9/20/2018	092318	001-002-513-11-43-00	AD-Travel & Meetings	PerDiem - ICMA Conference/Baltimore MD - G Brazel	\$258.75
Adam Bryant	46115					Check Total	\$100.00
		9/20/2018	101518	001-008-521-20-43-00	LE-Travel & Per Diem	PerDiem - CIT 40 Hour/Everett WA - Bryant	\$100.00
Business Card	46116					Check Total	\$6,722.62
		9/20/2018	0024 0918	001-001-511-60-49-01	Legislative - Prof. Developmen	Autonomous Vehicle Policy Conference Registration Gailey	\$50.00
				001-002-513-11-43-00	AD-Travel & Meetings	Parking Snohomish County JTC Meeting Brazel	\$2.00
			2520 0918	001-008-521-20-31-02	LE-Minor Equipment	Paint Supplies	\$142.97
					LE-Minor Equipment	Duty Belt	\$54.44
					LE-Minor Equipment	Metal Print Photo Frame/Float Mount Hangers	\$220.49
					LE-Minor Equipment	Safety Gloves	\$470.18
			4407 0918	001-008-521-40-49-04	LE-Finance Charges	Finance Charge - Brooks	\$13.75
				001-001-511-60-31-00	Legislative - Operating Costs	Water for Council Meetings	\$7.61
				001-003-514-20-49-02	CC-Staff Development	WAPRO Fall Conference/Tacoma WA - Pugh	\$175.00
					CC-Staff Development	IIMC Registration - Crim	\$100.00
					CC-Staff Development	2018 WMCA Fall Mini Conference/Chelan WA - Crim	\$150.00
					CC-Staff Development	Washington Municipal Clerks Assoc - Crim	\$75.00
					CC-Staff Development	WAPRO Fall Conference/Tacoma WA - Crim	\$200.00
			5130 0918	001-008-521-20-31-01	LE-Fixed Minor Equipment	GLOCK Magazines	\$78.79



Checks to be Approved for 9/6/2018 to 9/20/2018

Name	Ck #	Date	Invoice #	Account #	Account Desc	Item Desc	
Business Card	46116	9/20/2018	5130 0918	001-008-521-20-31-02	LE-Minor Equipment	Credit Cantilever Tool Box Mobile Work Center	(\$84.29)
					LE-Minor Equipment	Stanley Cantilever Tool Box Mobile Work Center	\$84.29
			5294 0918	001-007-558-50-31-00	PL-Office Supplies	Blank White Notice Boards	\$417.85
				001-007-558-50-41-03	PL-Advertising	LUA2018-0132 Postcard Mailers	\$21.33
					PL-Advertising	LUA2018-0101 Postcard Mailers	\$81.03
				PL-Advertising	NPR Fence - Postcard Mailers	\$14.89	
				PL-Advertising	LUA2018-0140 Postcard Mailers	\$40.65	
			001-007-558-50-49-01	PL-Staff Development	PermitTrax Users Conference - Roth/Fenrich	\$350.00	
				001-007-559-30-49-01	PB-Staff Development	PermitTrax Users Conference - Williamson	\$175.00
				001-007-571-00-30-00	PL - Park & Recreation	Movie in the Park Screenings	\$700.00
			5393 0818	001-010-576-80-31-04	PK-North Cove Park Ops	Propane for Fire Ball	\$102.89
				001-013-518-20-31-00	GG-Operating Costs	Water Filters	\$95.08
				101-016-542-30-49-01	ST-Staff Development	Credit CSI-MS4 Spokane - P Stevens	(\$412.00)
				101-016-543-30-43-00	ST-Travel & Meetings	PerDiem - Richland WA - Durpos	\$68.28
				101-016-544-90-31-01	ST-Office Supplies	Custom Rubber Stamps	\$33.45
				410-016-531-10-31-01	SW-Office Supplies	Custom Rubber Stamps	\$33.45
				410-016-531-10-43-00	SW-Travel & Meetings	PerDiem - Richland WA - Durpos	\$68.29
				410-016-531-10-49-01	SW-Staff Development	Credit CSI-MS4 Spokane - P Stevens	(\$412.00)
			5393 0918	001-010-576-80-31-03	PK-Lundeen-Op Costs	Stone for Lundeen	\$695.32
				101-016-542-30-49-01	ST-Staff Development	2018 IACC Conference - Durpos	\$92.50
				410-016-531-10-49-01	SW-Staff Development	2018 IACC Conference - Durpos	\$92.50
			7815 0918	001-002-513-11-49-01	AD-Miscellaneous	Tablecloths Navy Blue	\$38.96
				001-003-514-20-31-00	CC-Office Supply	Ergonomic Standing Desk Mat - Crim	\$34.84
				001-004-514-23-31-00	FI-Office Supplies	Ergonomic Standing Desk Mat - Crim	\$34.85
				001-005-518-10-31-01	HR-Operating Cost	Credit Linen Tablecloths Royal Blue	(\$39.39)
				001-005-518-10-41-00	HR-Professional Services	SignUpGenius Pro Silver	\$9.99
				001-007-558-50-31-00	PL-Office Supplies	Ergonomic Standing Desk Mat - Place	\$69.69
			8627 0918	001-008-521-20-42-00	LE-Communication	USPS Shipping	\$17.58
				001-008-521-20-43-00	LE-Travel & Per Diem	PerDiem - PDR Training Ferry Toll - Anderson	\$8.35
				001-008-521-20-49-00	LE-Dues & Memberships	LexisNexis Aug 2018 Commitment Balance	\$54.45
				001-008-521-30-31-00	LE-Community Outreach Supplies	1st Community Day BBQ Supplies	\$174.14
			9090 0918	001-008-521-20-31-00	LE-Office Supplies	Binders	\$21.52



Checks to be Approved for 9/6/2018 to 9/20/2018

Name	Ck #	Date	Invoice #	Account #	Account Desc	Item Desc	
Business Card	46116	9/20/2018	9090 0918	001-008-521-20-31-00	LE-Office Supplies	Cardstock Paper	\$30.95
				001-008-521-20-43-01	LE-Business Meetings	Parking Building Meeting Dyer	\$23.00
			9658 0918	001-006-518-80-43-00	IT-Travel & Meetings	Hotel Deposit ACCIS Fall Conference Stevenson WA - T Stevens	\$196.16
				001-006-518-80-49-01	IT-Staff Development	ACCIS Fall Conference Stevenson WA - T Stevens	\$350.00
			9788 0918	001-008-521-20-31-02	LE-Minor Equipment	Folding Backboards	\$406.75
				001-008-521-20-41-01	LE-Professional Serv-Fixed	Transcripts Case 2018-9060	\$507.00
					LE-Professional Serv-Fixed	thumbnails	\$9.99
				001-008-521-20-43-01	LE-Business Meetings	Water for Guns & Hoses	\$5.43
				001-008-521-21-31-00	LE-Boating Minor Equipment	Rescue Bags	\$769.62
Rick Carlson	46117					Check Total	\$10,890.00
		9/20/2018	17	001-010-576-80-41-01	PK -Professional Tree Srv	Tree Removal	\$10,890.00
CDW Government Inc	46118					Check Total	\$994.63
		9/20/2018	NXL7632	001-008-521-21-31-00	LE-Boating Minor Equipment	Computer Mount	\$58.09
			PCB5950	101-016-544-90-31-02	ST-Operating Cost	Microsoft Surface Pro Ext Warranty	\$119.79
				410-016-531-10-31-02	SW-Operating Costs	Microsoft Surface Pro Ext Warranty	\$119.79
			PDC5551	101-016-544-90-31-02	ST-Operating Cost	2 - Samsung LED monitors - 4K - 28 inch	\$348.48
				410-016-531-10-31-02	SW-Operating Costs	2 - Samsung LED monitors - 4K - 28 inch	\$348.48
Central Welding Supply	46119					Check Total	\$17.55
		9/20/2018	RN08181018	101-016-544-90-31-02	ST-Operating Cost	Argon Gas	\$8.77
				410-016-531-10-31-02	SW-Operating Costs	Argon Gas	\$8.78
Jainaba Cham	46120					Check Total	\$60.00
		9/20/2018	091818	001-000-362-00-00-05	Community Center Rental	Refund for Cancelled Community Center Event	\$60.00
Chilwon Corporation	46121					Check Total	\$362.09
		9/20/2018	LSPD003	001-008-521-20-41-01	LE-Professional Serv-Fixed	Uniform Cleaning - PD	\$362.09
CHS Engineers LLC	46122					Check Total	\$719.48
		9/20/2018	371811-1808	101-016-544-20-41-00	ST-Prof Srv - Engineering	LUA2018-0041 Turner BLA	\$719.48
City of Everett	46123					Check Total	\$27.93
		9/20/2018	010340 0918	101-016-543-50-47-00	ST-Utilities	Water Services 9306 20th St SE	\$27.93
City of Marysville	46124					Check Total	\$37,410.29
		9/20/2018	18-015	001-013-512-50-41-00	GG-Municipal Court Fees	Court Citations Aug 2018	\$16,429.89
			POLIN 18-0085	001-008-523-60-51-00	LE-Jail	Prisoner Housing Yakima June 2018	\$718.20



Checks to be Approved for 9/6/2018 to 9/20/2018

Name	Ck #	Date	Invoice #	Account #	Account Desc	Item Desc	
City of Marysville	46124	9/20/2018	POLIN 18-0086	001-008-523-60-51-00	LE-Jail	Prisoner Medical SCORE June 2018	\$2.55
			POLIN 18-0089	001-008-523-60-51-00	LE-Jail	Prisoner Housing Marysville June 2018	\$9,160.65
			POLIN 18-0093	001-008-523-60-51-00	LE-Jail	Prisoner Housing SCORE July 2018	\$960.00
			POLIN 18-0098	001-008-523-60-51-00	LE-Jail	Prisoner Housing Marysville July 2018	\$9,954.50
			POLIN 18-0101	001-008-523-60-51-00	LE-Jail	Prisoner Medical Transport August 2018	\$184.50
Code Publishing Co Inc	46125					Check Total	\$481.81
		9/20/2018	61266	001-003-514-20-41-00	CC-Professional Services	Muni Code Wed Update - Ordinances 1029 1032	\$481.81
Comcast	46126	9/20/2018	0808840 0818	001-010-576-80-42-00	PK-Communication	Internet Services - City Shop	\$28.73
				101-016-543-30-42-00	ST-Communications	Internet Services - City Shop	\$28.72
				410-016-531-10-42-00	SW-Communications	Internet Services - City Shop	\$28.73
						Check Total	\$136.18
			0991976 0818	001-010-576-80-42-00	PK-Communication	Internet Services - Parks & Rec Office	\$136.18
	46128	9/20/2018	1012996 0818	101-016-542-64-47-00	ST-Traffic Control -Utility	Traffic Signal Control	\$151.18
Comdata Corporation	46129					Check Total	\$470.33
		9/20/2018	20297317	001-008-521-20-32-00	LE-Fuel	Fuel	\$470.33
Cory De Jong and Sons Inc	46130	9/20/2018	J276922	001-010-576-80-31-02	PK-Eagle Ridge Pk-Ops	All Purpose Top Soil	\$74.32
Crandall Arambula PC	46131	9/20/2018	27	001-007-558-70-41-00	PL-Economic Devel	LS Downtown Subarea Plan Aug 2018	\$470.00
Crystal Springs	46132	9/20/2018	5249844 090118	001-007-558-50-31-01	PL-Operating Costs	Bottled Water - City Hall/City Shop	\$105.89
				001-007-559-30-31-01	PB-Operating Cost	Bottled Water - City Hall/City Shop	\$66.64
				001-013-518-20-31-00	GG-Operating Costs	Bottled Water - City Hall/City Shop	\$66.65
				101-016-544-90-31-02	ST-Operating Cost	Bottled Water - City Hall/City Shop	\$231.28
				410-016-531-10-31-02	SW-Operating Costs	Bottled Water - City Hall/City Shop	\$231.29
						Check Total	\$701.75
Dataquest LLC	46133	9/20/2018	6477	001-010-576-80-41-00	PK-Professional Services	Background Check - New Crew Worker I	\$15.16
				101-016-542-30-41-02	ST-Professional Service	Background Check - New Crew Worker I	\$15.17
				410-016-531-10-41-01	SW-Professional Services	Background Check - New Crew Worker I	\$15.17



Checks to be Approved for 9/6/2018 to 9/20/2018

Name	Ck #	Date	Invoice #	Account #	Account Desc	Item Desc	Check Total	\$
Datec Inc	46134						Check Total	\$906.05
		9/20/2018	33839	001-008-521-20-31-02	LE-Minor Equipment	Zebra Labels/Ribbons		\$906.05
Davido Consulting Group Inc	46135						Check Total	\$39,804.08
		9/20/2018	22162	309-016-595-61-60-01	Safer Routes - 91st/4th St.SE	91st Ave SE and 4th St SE Sidewalk Improvements		\$39,804.08
Dept of Retirement (Deferred Comp)	0						Check Total	\$2,345.00
		9/13/2018	091418	001-000-282-00-00-00	Payroll Liability Retirement	Employee Portion-State Deferre		\$2,345.00
Dicks Towing Inc	46136						Check Total	\$241.35
		9/20/2018	165648	001-008-521-20-41-00	LE-Professional Services	Towing Services PT-15-63		\$115.19
			173470	001-008-521-20-41-00	LE-Professional Services	Evidence Towing Case 18-17660		\$126.16
Electronic Federal Tax Pmt System EFTPS	0						Check Total	\$79,118.01
		9/13/2018	091418	001-000-281-00-00-00	Payroll Liability Taxes	Federal Payroll Taxes		\$79,118.01
Electronic Business Machines	46137						Check Total	\$269.42
		9/20/2018	AR110451	001-008-521-20-48-00	LE-Repair & Maintenance Equip	Copier Repair & Maintenance		\$244.45
			AR111283	101-016-542-30-48-00	ST-Repair & Maintenance	Copier Repair & Maintenance		\$12.48
				410-016-531-10-48-00	SW-Repairs & Maintenance	Copier Repair & Maintenance		\$12.49
Employment Security Department	46138						Check Total	\$19.00
		9/20/2018	18-037062-RDUG5	001-008-521-20-41-00	LE-Professional Services	Work History Research Case 2018-13464		\$9.50
			18-039317-RDUT5	001-008-521-20-41-00	LE-Professional Services	Work History Research Case 2018-13464		\$9.50
Everett Stamp Works	46139						Check Total	\$84.67
		9/20/2018	25214	001-003-514-20-31-00	CC-Office Supply	Nameplate/Holder Crim & Commander		\$54.29
			25282	101-016-544-90-31-01	ST-Office Supplies	Name Plate - G Kane		\$15.19
				410-016-531-10-31-01	SW-Office Supplies	Name Plate - G Kane		\$15.19
FBI - LEEDA	46140						Check Total	\$700.00
		9/20/2018	200021520	001-008-521-40-49-01	LE-Registration Fees	Registration - Basic Supervisor Liability - Miner		\$350.00
			200021835	001-008-521-40-49-01	LE-Registration Fees	Distance Learning Basic Supervisor Liability - B Fiske		\$350.00
Jennie Fenrich	46141						Check Total	\$38.97
		9/20/2018	090818	001-007-558-50-42-00	PL-Communication	Postage for Hearing Examiner Report		\$38.97
Frontier	46142						Check Total	\$1.95
		9/20/2018	4253340835 0918	001-013-518-20-42-00	GG-Communication	City Hall Fax Line Sept 2018		\$0.65
				101-016-543-30-42-00	ST-Communications	City Hall Fax Line Sept 2018		\$0.65



Checks to be Approved for 9/6/2018 to 9/20/2018

Name	Ck #	Date	Invoice #	Account #	Account Desc	Item Desc	
Frontier	46142	9/20/2018	4253340835 0918	410-016-531-10-42-00	SW-Communications	City Hall Fax Line Sept 2018	\$0.65
	46143					Check Total	\$83.29
		9/20/2018	4252123320 0918	001-012-575-30-42-00	CS-Historical-Communications	Telephone Services - Museum Sept 2018	\$83.29
GCR Tire & Service	46144					Check Total	\$59.22
		9/20/2018	4253979674 0918	101-016-542-64-47-00	ST-Traffic Control -Utility	Traffic Signal Modem - Sept 2018	\$59.22
Glens Welding and Machine Inc	46145					Check Total	\$601.38
		9/20/2018	801-43839	101-016-542-30-48-00	ST-Repair & Maintenance	New Tires PW4	\$300.69
				410-016-531-10-48-00	SW-Repairs & Maintenance	New Tires PW4	\$300.69
Julie Good	46147					Check Total	\$36.92
		9/20/2018	090518	001-001-511-60-49-02	Legislative-C.C.Retreat	Reimbursement - Coffee for City Council Mini Retreat	\$36.92
						Check Total	\$393.34
		9/20/2018	9896904738	001-010-576-80-31-00	PK-Operating Costs	Batteries	\$5.77
Granite Construction Supply	46148			101-016-544-90-31-02	ST-Operating Cost	Batteries	\$5.77
			9897017381	410-016-531-10-31-02	SW-Operating Costs	Batteries	\$5.77
				101-016-544-90-31-02	ST-Operating Cost	Mop Bucket/Handle/String Wet Mop	\$188.02
				410-016-531-10-31-02	SW-Operating Costs	Mop Bucket/Handle/String Wet Mop	\$188.01
						Check Total	\$673.08
Green Dot Concrete LLC	46150					Check Total	\$1,189.20
		9/20/2018	262_00073716	101-016-542-64-31-00	ST-Traffic Control - Supply	Rebar Cap	\$71.31
				001-010-576-80-31-01	PK-Ops-Clothing	Hard Hats/Hoodies/Jackets/Shurts/Vests/Measuring Wheel	\$200.59
				101-016-542-90-31-01	ST-Clothing	Hard Hats/Hoodies/Jackets/Shurts/Vests/Measuring Wheel	\$200.59
				410-016-531-10-31-00	SW-Clothing	Hard Hats/Hoodies/Jackets/Shurts/Vests/Measuring Wheel	\$200.59



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Name	Ck #	Date	Invoice #	Account #	Account Desc	Item Desc	Check Total	
Gunarama Wholesale Inc	46151	9/20/2018	960853	001-008-521-20-31-01	LE-Fixed Minor Equipment	Purchasing New Firearms	\$3,624.19	\$6,809.52
			962907	001-008-521-20-31-01	LE-Fixed Minor Equipment	Credit for Purchasing New Firearms		(\$3,185.33)
HB Jaeger Co LLC	46152	9/20/2018	204209/1	410-016-531-10-31-02	SW-Operating Costs	ADS N12 Pipe Series 65	\$2,166.88	\$1,569.29
			204583/1	410-016-531-10-31-02	SW-Operating Costs	Filter Fabric		\$462.08
			204584/1	410-016-531-10-31-02	SW-Operating Costs	PVC Tee/Coupler		\$135.51
Michael Hingtgen	46153	9/20/2018	101718	001-008-521-20-43-00	LE-Travel & Per Diem	PerDiem - Force Science Training/Burien WA - Hingtgen	\$186.00	\$186.00
Jason Holland	46154	9/20/2018	091818	001-008-521-20-43-00	LE-Travel & Per Diem	PerDiem - BAC-Draeger/Skagit WA - Holland	\$30.00	\$30.00
Honey Bucket	46155	9/20/2018	0550785168	001-010-576-80-45-00	PK-Equipment Rental	Honey Bucket Rental - Boat Launch Sept 2018	\$605.15	\$218.00
			0550785169	001-010-576-80-45-00	PK-Equipment Rental	Honey Bucket Rental - Community Garden Sept 2018		\$117.50
			0550792637	001-010-576-80-45-00	PK-Equipment Rental	Honey Bucket Rental - Event Swim Beach Sept 2018		\$269.65
Horizon Distributors Inc	46156	9/20/2018	2M075691	001-010-576-80-31-03	PK-Lundeen-Op Costs	Sprinkler Check/Teflon Tape/Rain Bird	\$62.48	\$15.63
			2M075859	001-010-576-80-31-03	PK-Lundeen-Op Costs	Irrigation Parts for Lundeen		\$46.85
Hough Beck & Baird Inc	46157	9/20/2018	12276	302-010-594-76-61-00	PM - Frontier Heights Capital	Frontier Heights Park Design Aug 2018	\$3,986.05	\$3,986.05
HSA Bank	46105	9/13/2018	091418	001-000-284-00-00-00	Payroll Liability Other	Health Savings Account Employee Contributions	\$199.00	\$199.00
Iron Mountain Quarry LLC	46158	9/20/2018	0280216	410-016-531-10-31-02	SW-Operating Costs	1 1/4 Minus/Dump Fees for 26th Street	\$423.48	\$423.48
J Thayer Company Inc	46159	9/20/2018	1278355-0	001-008-521-20-31-00	LE-Office Supplies	Napkins	\$537.32	\$10.73
			1279243-0	001-007-558-50-31-01	PL-Operating Costs	Janitorial Supplies		\$13.84
				001-008-521-20-31-01	LE-Fixed Minor Equipment	Janitorial Supplies		\$60.54
				001-010-576-80-31-00	PK-Operating Costs	Janitorial Supplies		\$31.14
				001-012-575-50-41-00	CS-Community Center - Cleaning	Janitorial Supplies		\$19.03
				001-013-518-20-31-00	GG-Operating Costs	Janitorial Supplies		\$17.30



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Name	Ck #	Date	Invoice #	Account #	Account Desc	Item Desc	
J Thayer Company Inc	46159	9/20/2018	1279243-0	101-016-544-90-31-02	ST-Operating Cost	Janitorial Supplies	\$15.57
				410-016-531-10-31-02	SW-Operating Costs	Janitorial Supplies	\$15.57
			1281598-0	001-003-514-20-31-00	CC-Office Supply	Headphones	\$21.76
				001-007-558-50-31-00	PL-Office Supplies	Labels	\$46.43
				001-007-559-30-31-00	PB-Office Supplies	Tape	\$14.15
				001-013-518-20-31-00	GG-Operating Costs	Paper/Tag/Clips	\$242.96
				1282223-0	001-013-518-20-31-00	GG-Operating Costs	Canned Air Duster
Doug Jewell	46160					Check Total	\$100.00
		9/20/2018	101518	001-008-521-20-43-00	LE-Travel & Per Diem	PerDiem - CIT 40 hour/Everett WA - Jewell	\$100.00
Kaiser Permanente	46161	9/20/2018	67369087	001-010-576-80-41-00	PK-Professional Services	New Employee Health Screening	\$120.00
				101-016-542-30-41-02	ST-Professional Service	New Employee Health Screening	\$120.00
				410-016-531-10-41-01	SW-Professional Services	New Employee Health Screening	\$120.00
						Check Total	\$360.00
Lake Industries LLC	46162	9/20/2018	277383	410-016-531-10-31-02	SW-Operating Costs	Pea Gravel - 4th Street Job	\$147.22
				36148	410-016-531-10-31-02	SW-Operating Costs	\$50.00
				36303	410-016-531-10-31-02	SW-Operating Costs	\$150.00
						Check Total	\$347.22
Lake Stevens Mini Mart	46163	9/20/2018	083018	001-008-521-21-32-00	LE-Boating-Fuel	Boating Fuel Aug 2018	\$339.79
						Check Total	\$339.79
Lake Stevens Police Guild	46106	9/13/2018	091418	001-000-284-00-00-00	Payroll Liability Other	Employee Paid Union Dues	\$1,121.00
						Check Total	\$1,121.00
Lake Stevens School District	46164	9/20/2018	3201617190	001-001-511-60-45-01	Legislative - Rentals	Council Chamber Rental July/Aug 2018	\$100.00
						Check Total	\$100.00
Lake Stevens Sewer District	46165	9/20/2018	SEPT2018	001-008-521-50-47-00	LE-Facility Utilities	Sewer - N Lakeshore Dr	\$86.00
					LE-Facility Utilities	Sewer - Police Station	\$86.00
				001-010-576-80-47-00	PK-Utilities	Sewer - Lundeen Park	\$172.00
				001-012-572-20-47-00	CS-Library-Utilities	Sewer - Library	\$86.00
				001-013-518-20-47-00	GG-Utilities	Sewer - City Hall	\$172.00
					GG-Utilities	Sewer - Vacant Houses 20th St SE	\$86.00
					GG-Utilities	Sewer - Permit Center	\$86.00



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Name	Ck #	Date	Invoice #	Account #	Account Desc	Item Desc	
Lake Stevens Sewer District	46165	9/20/2018	SEPT2018	001-013-518-20-47-00	GG-Utilities	Sewer - Family Center	\$86.00
				101-016-543-50-47-00	ST-Utilities	Sewer - 99th Ave SE Property	\$86.00
Lemay Mobile Shredding	46166	9/20/2018	4580111	001-008-521-20-41-01	LE-Professional Serv-Fixed	Shredding Services - PD Aug 2018	\$9.66
			4580112	001-013-518-20-41-00	GG-Professional Service	Shredding Services - CH Aug 2018	\$4.83
LN Curtis & Sons	46167	9/20/2018	CM12411	001-008-521-20-31-05	LE-Equipment - New Officers	Credit Uniform Concealable Carrier - J Marshall	(\$201.47)
			INV211457	001-008-521-20-31-05	LE-Equipment - New Officers	Boots - Holland	\$179.27
			INV214161	001-008-521-20-31-05	LE-Equipment - New Officers	Uniform Boots - J Holland	\$227.55
			INV215061	001-008-521-20-31-05	LE-Equipment - New Officers	Uniform Knit Cap - H Anderson	\$51.86
Miles Sand & Gravel	46168	9/20/2018	1663084	101-016-544-90-31-02	ST-Operating Cost	Pea Gravel	\$114.67
Robert Miner	46169	9/20/2018	101718	001-008-521-20-43-00	LE-Travel & Per Diem	PerDiem - Force Science Training/Burien WA - Miner	\$186.00
Modern Marketing	46170	9/20/2018	MMI128959	001-008-521-30-31-00	LE-Community Outreach Supplies	Erasers/Thumb Bands - Outreach Supplies	\$565.39
Nationwide Retirement Solution	0	9/13/2018	091418	001-000-282-00-00-00	Payroll Liability Retirement	Employee Portion-Nationwide	\$3,784.84
O Reilly Auto Parts	46171	9/20/2018	2960-454863	101-015-543-30-31-00	ME - Operating Costs	Air Filter PW65	\$33.16
			2960-456015	001-008-521-20-31-02	LE-Minor Equipment	Patrol Car Headlight	\$34.24
Office of The State Treasurer	46172	9/20/2018	083118	633-000-589-30-00-03	State Building Permit Remit	Aug 2018 State Court Fees	\$395.25
				633-000-589-30-00-04	State Court Remittance	Aug 2018 State Court Fees	\$28,390.79
Outcomes by Levy LLC	46173	9/20/2018	2018-08-LS	001-013-511-70-40-00	Lobbying Services	Legislative/Regulatory Consulting for Aug 2018	\$4,640.16
Pacific Logging LLC	46174	9/20/2018	23720	302-010-594-76-61-04	PM - Eagle Ridge	Lowboy Hauling	\$300.00
			23857	101-016-544-90-31-02	ST-Operating Cost	Lowboy Hauling LS to Frontier Village	\$150.00
				410-016-531-10-31-02	SW-Operating Costs	Lowboy Hauling LS to Frontier Village	\$150.00



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Name	Ck #	Date	Invoice #	Account #	Account Desc	Item Desc	Check Total	
Pacific Rim Code Services Inc	46175	9/20/2018	08-2018	003-007-559-30-41-00	BM-Professional Srv	Plan Reviews BLD2018 - (0292-0299)	\$75,517.45	\$75,517.45
Performance Marine Inc	46176	9/20/2018	309644	001-008-521-21-31-00	LE-Boating Minor Equipment	Oil/Filter/Stabil/Lube Yamaha	\$374.92	\$374.92
Perteet Inc	46177	9/20/2018	20180104.001-1	301-016-544-40-41-00	Street Op - P&D - 20th St SE	20th Street SE Grant Writing Assistance	\$2,827.50	\$2,827.50
Pilchuck Rentals	46178	9/20/2018	72146	101-016-542-30-45-00	ST-Rentals-Leases	Stump Grinder Rental	\$132.55	\$132.55
Playcore Wisconsin Inc	46179	9/20/2018	PJI-0092421	001-010-576-80-31-03	PK-Lundeen-Op Costs	Benches - Lundeen Park	\$2,845.84	
			PJI-0092427	001-010-576-80-31-03	PK-Lundeen-Op Costs	Bikerack - Lundeen Park	\$1,194.85	
Puget Sound Energy	46180	9/20/2018	24316495 0918	001-010-576-80-47-00	PK-Utilities	Natural Gas - City Shop	\$34.11	\$11.37
				101-016-543-50-47-00	ST-Utilities	Natural Gas - City Shop		\$11.37
				410-016-531-10-47-00	SW-Utilities	Natural Gas - City Shop		\$11.37
	46181	9/20/2018	3723810 0918	001-008-521-50-47-00	LE-Facility Utilities	Natural Gas - N Lakeshore Dr	\$71.53	\$71.53
Republic Services 197	46182	9/20/2018	0197-002330199	001-010-576-80-45-01	PK- Dumpster Service	Dumpster Services - City Shop	\$1,503.82	\$501.28
				101-016-542-30-45-01	ST-Dumpster Service	Dumpster Services - City Shop		\$501.27
				410-016-531-10-45-00	SW-Dumpster Service	Dumpster Services - City Shop		\$501.27
	46183	9/20/2018	0197-002330809	001-013-518-20-45-01	GG-Dumpster Service	Dumpster Services - City Hall	\$148.80	
	46184	9/20/2018	0197-002330027	001-010-576-80-45-01	PK- Dumpster Service	Dumpster Services - Lundeen Park	\$403.67	
Dennis or Meri Schafe	46185	9/20/2018	091918	001-000-345-81-00-00	Zoning and Subdivision Fees	LUA2018-0123 Refund Unused Portion of Application	\$140.00	
Sherwin-Williams Co	46186	9/20/2018	4356-3	101-016-544-90-31-02	ST-Operating Cost	Paint Tray Liners	\$806.27	\$7.28
				410-016-531-10-31-02	SW-Operating Costs	Paint Tray Liners		\$7.29



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Name	Ck #	Date	Invoice #	Account #	Account Desc	Item Desc	
Sherwin-Williams Co	46186	9/20/2018	9364-6	101-016-544-90-31-02	ST-Operating Cost	Paint	\$395.85
				410-016-531-10-31-02	SW-Operating Costs	Paint	\$395.85
SirennetCom	46187					Check Total	\$625.63
		9/20/2018	0232464-IN	520-008-594-21-63-00	Capital Equipment	Lightbars/Carbide Install Kits/Brackets/Misc	\$625.63
Six Robblees Inc	46188					Check Total	\$123.00
		9/20/2018	14-373864-1	101-015-543-30-31-00	ME - Operating Costs	Vehicle Parts - PW12	\$61.50
				410-015-531-10-31-00	ME - Operating Costs	Vehicle Parts - PW12	\$61.50
Smarsh Inc	46189					Check Total	\$654.00
		9/20/2018	INV00401541	510-006-518-80-49-05	LR - Smash	Archiving Platform Content Usage-Netguard Cloud	\$654.00
Snohomish County 911	46190					Check Total	\$29,799.49
		9/20/2018	723	001-008-528-00-51-00	LE-Snopac Dispatch	Dispatch Services - Sept 2018	\$29,799.49
Snohomish County PUD	46191					Check Total	\$2,017.53
		9/20/2018	104963668	001-008-521-50-47-00	LE-Facility Utilities	200558690 Police N Lakeshore Drive	\$134.72
			104966169	001-013-518-20-47-00	GG-Utilities	200245215 Family Center	\$117.88
			104966868	001-012-572-20-47-00	CS-Library-Utilities	200206977 Library	\$239.07
				001-013-518-20-47-00	GG-Utilities	200206977 Library Water Meter	\$109.18
			111578874	001-010-576-80-47-00	PK-Utilities	201513934 Parks	\$16.44
			111580386	001-010-576-80-47-00	PK-Utilities	200748721 Parks	\$50.17
			128123014	001-010-576-80-47-00	PK-Utilities	202513354 Park lighting	\$19.14
			128123733	001-013-518-20-47-00	GG-Utilities	201783685 New City Hall	\$279.93
			128123734	101-016-542-63-47-00	ST-Lighting - Utilities	201860178 Traffic Signal	\$181.77
			128126809	101-016-542-63-47-00	ST-Lighting - Utilities	205338056 SR92 Roundabout at113th	\$35.24
			131439994	001-010-576-80-47-00	PK-Utilities	221860174 Frontier Circle Park	\$37.18
			141255068	001-012-557-30-40-01	CS - VIC Utilities	205395999 Visitor Center	\$63.93
			141258169	001-010-576-80-47-00	PK-Utilities	203531959 Mobile at 2424 Soper Hill Rd	\$48.40
			144595098	101-016-542-63-47-00	ST-Lighting - Utilities	201973682 Street Lights	\$46.93
			151185995	001-010-576-80-47-00	PK-Utilities	202340527 Yard	\$8.32
				101-016-542-63-47-00	ST-Lighting - Utilities	202340527 Yard	\$8.32
				410-016-531-10-47-00	SW-Utilities	202340527 Yard	\$8.31
			151192733	001-012-575-30-47-00	CS-Historical-Utilities	202289237 Museum	\$8.22
				001-012-575-51-47-00	CS-Grimm House Utilities	202289237 Grimm House	\$8.22
			167285021	101-016-542-63-47-00	ST-Lighting - Utilities	202988481 Street Lights	\$175.18



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Name	Ck #	Date	Invoice #	Account #	Account Desc	Item Desc	
Snohomish County PUD	46191	9/20/2018	167285476	101-016-542-63-47-00	ST-Lighting - Utilities	203731153 Traffic Signal	\$81.82
			1900047223	001-010-576-80-47-00	PK-Utilities	8629 20th St Water Usage	\$339.16
Snohomish County PUD	46192	9/20/2018				Check Total	\$14,456.55
			111578875	101-016-542-63-47-00	ST-Lighting - Utilities	201595113 Street Lights	\$188.96
			114887495	101-016-542-63-47-00	ST-Lighting - Utilities	200363505 Traffic Signal	\$78.59
			128123015	101-016-542-63-47-00	ST-Lighting - Utilities	202624367 Street Lights	\$11,028.91
			128123016	101-016-542-63-47-00	ST-Lighting - Utilities	202648101 Street Lights - Soper Hill Annexation	\$1,264.08
			128123322	001-013-518-20-47-00	GG-Utilities	221412273 Admin Annex	\$110.55
			134740295	101-016-542-63-47-00	ST-Lighting - Utilities	202670725 Street Lights	\$1,239.49
			137950554	101-016-542-63-47-00	ST-Lighting - Utilities	204719074 Catherine Creek Bridge lights	\$22.68
			144595097	001-013-518-20-47-00	GG-Utilities	201956075 War Memorial	\$25.31
			147886937	101-016-542-63-47-00	ST-Lighting - Utilities	203115522 Street Light meter	\$101.05
			154438826	001-012-575-50-47-00	CS-Community Center-Utilities	200860922 Community Center	\$224.98
			157637537	101-016-542-63-47-00	ST-Lighting - Utilities	203582010 Street Lights	\$57.11
			157646026	101-016-542-63-47-00	ST-Lighting - Utilities	202648705 Street Lights	\$46.12
			167285475	101-016-542-63-47-00	ST-Lighting - Utilities	203730189 Traffic Signal	\$68.72
Snohomish County PW S	46193					Check Total	\$11,916.13
Snohomish County PW S	46193	9/20/2018	I000478395	101-016-542-30-48-00	ST-Repair & Maintenance	Signal & Sign Repair - July 2018	\$1,216.13
			I000478716	410-016-591-31-78-01	SW-Parkway Crossing Det Pond	ILA Surface Water Mgmt Svcs-Parkway Crossing	\$10,700.00
Snohomish County Sheriffs Office	46194					Check Total	\$14,499.13
Snohomish County Sheriffs Office	46194	9/20/2018	2018-4579	001-008-523-60-51-00	LE-Jail	Prisoner Housing July 2018	\$14,499.13
Snohomish County Treasurer	46195					Check Total	\$426.85
Snohomish County Treasurer	46195	9/20/2018	091718	633-000-589-30-00-06	Crime Victims Compensation	Aug 2018 Crime Victims Compensation	\$426.85
Sound Publishing Inc	46196					Check Total	\$503.32
Sound Publishing Inc	46196	9/20/2018	EDH823531	001-007-558-50-41-03	PL-Advertising	LUA2018-0074 Larry Thibeault	\$80.96
			EDH823536	001-007-558-50-41-03	PL-Advertising	LUA2018-0140 Lara Barnes, Jackson Main Architecture	\$80.96
			EDH823775	001-007-558-50-41-03	PL-Advertising	LUA2018-0099 Etc Pellerin Ridge I & II Subdivisions	\$80.96
			EDH823873	001-013-518-30-41-01	GG-Advertising	Meeting Cancelled/Special Meeting Veterans Commission	\$29.36
			EDH823883	001-013-518-30-41-01	GG-Advertising	Meeting Cancelled/Meeting Planning Commission	\$29.36
			EDH823934	001-013-518-30-41-01	GG-Advertising	Workshop Cancellation	\$37.96
			EDH823968	001-013-518-30-41-01	GG-Advertising	Ordinances 1029 1033	\$43.00



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Name	Ck #	Date	Invoice #	Account #	Account Desc	Item Desc	
Sound Publishing Inc	46196	9/20/2018	EDH824407	001-013-518-30-41-01	GG-Advertising	Meeting Cancellation Park Board	\$20.76
			EDH824844	001-007-558-50-41-03	PL-Advertising	LUA2018-0025 Sunset Hills Subdivision	\$62.04
			EDH825776	001-013-518-30-41-01	GG-Advertising	Ordinance 1034	\$37.96
Sound Security Inc	46197						Check Total \$570.87
		9/20/2018	901744	001-013-518-20-41-00	GG-Professional Service	Fire & Security Monitoring Sept 2018	\$570.87
Kathy Starkenburg	46198						Check Total \$20.00
		9/20/2018	101118	001-008-521-20-43-00	LE-Travel & Per Diem	PerDiem - Access-NICS Training Brier WA - Starkenburg	\$20.00
Barbara Stevens	46199						Check Total \$245.21
		9/20/2018	091018	001-004-514-23-43-00	FI-Travel & Meetings	Airfare-Laserfiche Conference Feb 2019/Long Beach CA - Stevens	\$245.21
Superior Septic Service LLC	46200						Check Total \$559.69
		9/20/2018	011706	101-016-544-90-31-02	ST-Operating Cost	Septic Services 1925 83rd Ave SE	\$559.69
Tacoma Screw Products Inc	46201						Check Total \$237.13
		9/20/2018	091718	101-016-544-90-31-02	ST-Operating Cost	Credit Invoice 18186152 Screw Pin Anchor Shackles	(\$338.32)
					ST-Operating Cost	Credit Invoice 18104504 Nitrile Gloves	(\$0.50)
				410-016-531-10-31-02	SW-Operating Costs	Credit Invoice 18186152 Screw Pin Anchor Shackles	(\$338.31)
					SW-Operating Costs	Credit Invoice 18104504 Nitrile Gloves	(\$0.50)
		18213520		101-016-544-90-31-02	ST-Operating Cost	Batteries	\$17.26
				410-016-531-10-31-02	SW-Operating Costs	Batteries	\$17.26
		18213521		101-016-544-90-31-02	ST-Operating Cost	Cell Chargers	\$342.49
				410-016-531-10-31-02	SW-Operating Costs	Cell Chargers	\$342.49
		18213522		101-016-544-90-31-02	ST-Operating Cost	Pickers	\$97.63
				410-016-531-10-31-02	SW-Operating Costs	Pickers	\$97.63
Technological Services Inc	46202						Check Total \$2,378.54
		9/20/2018	09586	001-008-521-20-48-00	LE-Repair & Maintenance Equip	Vehicle Repair A-64-99	\$289.41
			09798	001-008-521-21-48-00	LE-Boating Repair & Maint	Boat Trailer Service and Repair M-07-44	\$1,060.14
			09832	001-008-521-20-48-00	LE-Repair & Maintenance Equip	Vehicle Repair PT-15-63	\$818.66
			09917	001-008-521-20-48-00	LE-Repair & Maintenance Equip	Oil/Filter/Fluids/Brake Inspection PT-18-79	\$75.64
		09928	001-008-521-20-48-00	LE-Repair & Maintenance Equip	Lube/Oil/Filter Service/Preventative Maint PT-17-75		\$134.69
UPS	46203						Check Total \$71.71
		9/20/2018	74Y42348	001-008-521-20-42-00	LE-Communication	Evidence Shipping	\$57.40
			74Y42358	001-008-521-20-42-00	LE-Communication	Evidence Shipping	\$14.31



Checks to be Approved for 9/6/2018 to 9/20/2018

Name	Ck #	Date	Invoice #	Account #	Account Desc	Item Desc	Check Total	\$182.00
US Postal Service	46204	9/20/2018	2018-2019	001-013-518-20-31-00	GG-Operating Costs	PO Box 257 Rental 2018-2019		\$182.00
Vantagepoint Transfer Agents - 108991	46107	9/13/2018	091418	001-000-282-00-00-00	Payroll Liability Retirement	ICMA Deferred Comp - Employer Contribution		\$352.81
Vantagepoint Transfer Agents - 307428	46108	9/13/2018	091418	001-000-282-00-00-00	Payroll Liability Retirement	ICMA Deferred Comp - Employee Contribution		\$1,088.35
WAPRO	46205	9/20/2018	1160	001-008-521-40-49-01	LE-Registration Fees	WAPRO Fall Conference - M LeBlanc		\$175.00
			1182	001-008-521-40-49-01	LE-Registration Fees	WAPRO Fall Conference - J Anderson		\$175.00
Washington Dept of Ecology	46206	9/20/2018	2019-WAG994197	410-016-531-10-51-01	SW-DOE Annual Permit	Aquatic Pest Control Permit Fee July 2018-June 2019		\$11,730.50
			2019-WAR045523	410-016-531-10-51-01	SW-DOE Annual Permit	Municipal Stormwater Phase 2 Permit Fee July 2018-June 2019		\$11,112.50
Washington State Criminal Justice	46207	9/20/2018	201130850	001-008-521-40-49-03	LE- Staff Development - BLEA	BLEA Class Training - Marshall		\$3,187.00
			201130890	001-008-521-40-49-01	LE-Registration Fees	Crime Scene Photography - Aukerman/Smith/Warbis		\$150.00
Washington State Dept of Enterprise Svcs	46208	9/20/2018	73178954	001-008-521-20-31-00	LE-Office Supplies	Business Cards - Holland/A Anderson/Bryant		\$122.51
Washington State Patrol	46209	9/20/2018	I19001470	633-000-589-30-00-10	Gun Permit - FBI Remittance	Weapons Permit Background Checks Aug 2018		\$264.00
Washington State Support Registry	0	9/13/2018	091418	001-000-284-00-00-00	Payroll Liability Other	Employee Paid Child Support		\$163.50
Welch Comer & Associates Inc	46210	9/20/2018	55000000-004	304-016-595-30-60-04	Frontier Village/4th Project	Frontier Village Southern Access Road		\$42,170.00
West Marine Pro	46211	9/20/2018	001826	001-008-521-21-31-00	LE-Boating Minor Equipment	Boating Fuel Additive/Dockline - PT67		\$57.88
			005389	001-008-521-21-31-00	LE-Boating Minor Equipment	Boating Dock Box DC121		\$577.90
WSAPT	46212	9/20/2018	090418	001-007-558-50-49-01	PL-Staff Development	WA Assoc of Permit Technicians Conference - Meyers		\$100.00
				001-007-559-30-49-01	PB-Staff Development	WA Assoc of Permit Technicians Conference - Meyers		\$100.00



Checks to be Approved for 9/6/2018 to 9/20/2018

Name	Ck #	Date	Invoice #	Account #	Account Desc	Item Desc	Check Total	\$58.00
Kyle Young	46213	9/20/2018	080618	001-010-576-80-49-00	PK-Miscellaneous	Pesticide Testing Certification - Young	\$19.33	
				101-016-542-30-49-00	ST-Miscellaneous	Pesticide Testing Certification - Young	\$19.33	
				410-016-531-10-49-00	SW-Miscellaneous	Pesticide Testing Certification - Young	\$19.34	
Total								\$486,137.04

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

Wednesday, September 5, 2018
Lake Stevens Fire Conference Center
10518 – 18th Street SE, Lake Stevens

CALL TO ORDER: 9:33 a.m.

ELECTED OFFICIALS PRESENT: Mayor John Spencer, Councilmembers Kim Daughtry, Todd Welch, Rauchel McDaniel, Gary Petershagen, Brett Gailey, Kurt Hilt, 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, City Clerk Kathy Pugh, City Attorney Grant Weed, IT Manager Troy Stevens (10:19 a.m.)

Mayor Spencer called the meeting to order at 9:33 a.m. and turned the meeting over to Council President Marcus Tageant for opening comments.

Council President Tageant said that the purpose of the meeting is to ensure the City is on track with the 2018 identified objectives. He commented he wants an efficient meeting but also wants to allow enough time for concerns to be brought forward.

2018 Goals & Objectives Review:

City Administrator Brazel referenced the handout listing projects and items and said items 1 through 8 are “Communication Improvements” identified at the January 2018 retreat, and the following items 1 through 18 are “Council Asks”, the remaining items 1 through 5 are “Possibilities”. Administrator Brazel reviewed the status of each item and discussion ensued.

• **Communication Improvements:**

Councilmember Gailey requested under Item 1 regarding adding projects to the web site and Facebook, that a colored dashboard would be more visual to the average consumer, and also believes these should be pinned higher on the page.

Councilmember Welch asked where people new to Lake Stevens can locate city services. Administrator Brazel responded the City does have a welcome packet for new residents which was recently updated. Adding welcome information to the web page will be explored.

• **Historical Society**

Administrator Brazel said the lease with the Historical Society is updated, signed and that the Historical Society has met the lease requirements, including providing financial information. A website has been built out for the Historical Society and they need to fine-tune it before it goes live. One remaining point is they would like control over scheduling use of the Reading Room, and the City is prepared to allow that.

Discussion ensued and Administrator Brazel said in response to Councilmember Tageant's question that the museum has been open three days a week during the summer, and will revert to two days a week during the winter; the museum will also be open for special events. Responding to Councilmember Petershagen's question, Administrator Brazel said the Historical Society is financially healthy.

Councilmember McDaniel commented on the problems of the Museum being open more frequently is that Historical Society lacks members who are willing and physically able to accommodate more hours. There was discussion that they need more diverse volunteers or that perhaps they could hire a docent.

Administrator Brazel commented he is receiving regular updates from the Historical Society and that he shares those with Council.

Mayor Spencer suggested working with some of the service clubs, such as the Senior Center, who might be able to assist with docent services for the Museum.

- **SR 2 Corridor Improvements**

Administrator Brazel said he reached out to neighboring cities regarding joint effort and collaboration in support of improvements to SR 2 and the Trestle, and everyone is on board to work together for improvements. He has had some discussions with sharing the cost of lobbying services at the federal level for improvements. He believes there may be some interest down the road from the cities of Sultan and Gold Bar also share in federal lobbying services.

- **US 2/Trestle Meetings**

Administrator Brazel said Council has been invited to all meetings, and that right now things are quiet.

Mayor Spencer updated on a telephone call he recently received from Roger Millar, Secretary of Transportation with Washington State Department of Transportation (WSDOT). Mr. Millar said WSDOT does not support privatization of the trestle improvement project and that there is nothing in state law that would support that course. Mayor Spencer said his goal is to get the Trestle fixed and at this point it is important to keep all options on the table; the City will accept a phased approach to fix the east bound access, west bound access, and then the middle. This approach would include a 20th Street NE flyover in the first phase. Mayor Spencer reported that Mr. Millar was generally supportive of a phased approach and that tolls were not discussed.

- **Improved Communications with Councilmembers**

Administrator Brazel said that the staff has reviewed various options and that SharePoint still appears to be the best option. Calendars are reviewed weekly and issues are being addressed.

- **City Website Update**

The website has been updated and cleaned up.

- **City Calendar Update**

The calendar has been updated and cleaned up. Reminders for events are being sent to Council by email.

- Councilmember Participation on Board and Commission Interviews

Administrator Brazel said that Council Rules of Procedure were amended to provide for greater Council participation at board and commission interviews, and this is taking place.

Council Asks:

- Include SR 204 and 91st Street in 2018 Capital Budget

This is complete.

- 4th Street NE Intersection Improvement

Public Works Director Durpos said the design for this improvement is complete and the project will hopefully go out for bid this week. Mayor Spencer added that WSDOT did not respond favorably to the City's request for funding assistance with this project. The City does not want to be in the position of being denied funding reimbursement for a project that has already been completed, especially since this project supports the WSDOT SR 9/SR 204 intersection improvement. Mayor Spencer is elevating this funding request at WSDOT and noted the State Legislature has been clear that WSDOT has an obligation to assist communities to build revenues that will support WSDOT projects.

Discussion ensued and Councilmember McDaniel expressed concern that businesses are being contacted, particularly along the frontage road, and told that road will be a cul-de-sac, when in fact that is not the case under the current design. There was concern that WSDOT may change the design plan. Mayor Spencer said the funding is secure for the project as designed until 2020 or 2021, and that he is working with Senators Hobbs and King. Senator King is very supportive of this project. Director Durpos commented that in general project costs have risen 20-30%.

- Public Works Standards re Overlays Due to Utilities Work in Roadway

This is ongoing, and updates will come forward this winter regarding the Public Works Guidelines.

- Cavelero Park

Administrator Brazel said the permit has been issued and this is going out to bid in early 2019. The bid opening is being delayed in hopes of getting better pricing and lower construction costs. This does not change the timeline on the project. Director Wright commented the land use review is complete and the construction plans are now under review. There was discussion about the possibility of extending 79th as part of the project.

- Interconnected Powerline Trails

Administrator Brazel said he has reached out several times to Marysville for further discussion and hasn't received any response. Discussion ensued with Councilmember Hilt commenting it is important to think about Lake Stevens' next steps and that he prefers to push thoughtfully forward. Currently Soper Hill is untenable at times. Mayor Spencer said he will contact Mayor Nehring. Councilmember Tageant is concerned that Marysville is moving forward with a large amount of new residential development that will have a direct impact on Lake Stevens roads, and the City is not prepared to handle that. Traffic volumes and safety issues were discussed and it was suggested to make the

intersection at Soper Hill onto SR 9 a right turn only intersection to help reroute some of the traffic volumes.

- **Design Review Board**

Administrator Brazel and Director Wright said this has been internally discussed and suggested redirecting the Design Review Board to review only commercial and industrial projects. In response to Councilmember Welch's question, Director Wright said that the Planning Commission looks at zoning and regulations, and the Design Review Board looks at design aesthetics and makes recommendations. Discussion ensued and Director Wright noted that utilizing the Design Review Board is an avenue to provide the public an opportunity to engage in the process. If staff takes on the role of design review the process becomes more prescriptive; Director Wright added that if staff assumes design review the public could be offered an opportunity to comment if projects are brought in as Type II land use action. There was consensus to move forward with dissolution of the Design Review Board.

- **Stormwater Rate Comparison**

Administrator Brazel referenced the recent approval of Ordinance 1032 adopting stormwater rates at a Level of Service (LOS) 3 and that LOS 5 will be brought forward at a later date.

- **Sidewalk Program**

Director Durpos updated that the City is actively involved in a sidewalk program and has acquired some of the necessary equipment to install sidewalks in the City, with over 400 feet of new sidewalk installed to date. The biggest challenge to this program is having the manpower to install sidewalks while at the same time managing all of the other public works projects and maintenance. Discussion ensued, and Councilmember Gailey suggested prioritizing sidewalk installation to provide safe walking routes for students to schools. Councilmember Hilt requested a summary of both sidewalks and parks, with a visual.

- **Chamber Lease**

Administrator Brazel said the City is continually working with the Chamber on improved communications, with some success. Mayor Spencer added that he has met with the Chamber President regarding the lease and the City's long-term plan for the building; this discussion is ongoing. Internally there have been discussions regarding a higher and better use for this facility, including as meeting space and the Chamber has been advised of this. Councilmember McDaniel commented it is difficult to provide funding to the Chamber to assist with staffing the VIC, and to not provide funding to the Historical Society and Family Center to assist them with better meeting their staffing needs.

- **Visitor Information Center Possible Uses and Revenue**

Administrator Brazel said the City is looking at the aeration house and considering the possibility of remodeling it for use as a public facility.

- **Rowing Club Lease**

Administrator Brazel said the lease is drafted and has been provided to the Rowing Club. He is meeting with their representative later today.

- **Civic Center Grants**

Director Wright said this is an ongoing process and currently the City has a grant request in for \$1.5 million for civic center design.

- Subcommittees

Administrator Brazel said per Council direction the subcommittees have been disbanded and noted that Council has moved to holding a regular workshop on the first and third Monday of each month.

- Council President Term

The Council Rules of Procedure were amended to provide that the Council President will be elected at the first meeting in January of each year and will serve a term of one consecutive year.

- Board and Commission Attendance

Council approved Ordinance 1029 at the last Council meeting which provides an attendance requirement and that board and commission members may be removed for three unexecuted absences.

- Council Liaisons

Administrator Brazel said an amendment is being brought forward at the next Council meeting which clarifies the role of the Council liaisons. Councilmember McDaniel said she had reviewed the proposed language and is concerned about liaisons inadvertently misrepresenting individual councilmembers points of view. Also, it was suggested to add language that the liaison provides input on actions and activities of the board or commission.

- Buildable Lands Inventory

Administrator Brazel updated that staff will be doing a request for qualifications this fall for a consultant to undertake the buildable lands inventory.

- Annexation by Election

Administrator Brazel said this will be brought forward with a recommendation to Council this fall.

Possibilities:

- Proposed Regional Stormwater Pond at 20th Street SE

Director Wright said this is the nursery property and the design is completed, but otherwise the project is on hold. Director Wright provided a brief update on the status of donation of the property.

- Maintenance of Private Stormwater Systems (HOA's)

This is scheduled for discussion on today's agenda.

- Take Home Vehicle Policy

Administrator Brazel said this has been briefly discussed and staff determined there is no benefit to this policy. Finance Director Stevens added that the guidelines are set by the Internal Revenue Service and there are some tax implications. Directors Stevens and Durpos clarified that the on-call public works staff person takes home a vehicle as do certain public safety officers.

- Chapel Hill Library Multi-Use for Meeting Rooms

Administrator Brazel said this discussion is on hold due to the library bond failing, and that staff is looking at including a public meeting room at the new police department building. Mayor Spencer added that the outgoing Snolsle Library executive director deferred discussion of this to the incoming

executive director. He added that the new executive director appears to be very forward thinking and he is looking forward to working with the new executive director.

- Parks & Recreation Department

Director Wright said this is included as a topic in today's agenda.

Density:

Director Wright said there is a need to look at zoning in general and perhaps move to a net density standard rather than a gross density standard. The current standard does not consider roads and other necessary infrastructure. In moving to a net density standard there may be options such as adding a lot depth requirement and tweaking the side setbacks, etc., that will make a difference in the overall look of a plat development. Included in this suggestion is to look at a more hybrid approach to development with enough prescriptive standards, that also includes flexibility for innovation as the City moves forward. Another concern is how to retain what is known as the "missing middle", i.e., people who were raised in Lake Stevens and cannot afford to move back into the community as young adults, and seniors who cannot afford to stay in the community. One way to address this would be by providing smaller housing, such as neighborhoods that include a mix of townhomes that integrate into single-family neighborhoods. Director Wright proposed a task force comprised of industry experts and community members to study this issue and make recommendations. He has shared this idea with the Planning Commission and will provide additional information to Council.

Discussion ensued, and Councilmember Gailey commented he likes the idea of a task force and wondered if it makes sense to do this in conjunction with the buildable lands study. Director Wright responded this does make sense but it does not change the requirement that the City complete a buildable lands report under the requirements of the GMA. Also, Snohomish County Tomorrow is updating their buildable lands analysis and looking at Vision 2050. It will be important to look at the timing for this project and what elements the City wants to get out of the buildable lands study.

Councilmember McDaniel supports a task force but urged that task force members need to be educated at the first meeting as to the requirements of the GMA.

Director Wright shared a slide show and reviewed the current land use standards; he then shared a chart with proposed residential zoning changes if the City moves to net density. By making dimensional changes there would be more space between properties and also more on-street parking, as well as other benefits.

Responding to Councilmember Welch's question regarding code requirements for fire safety, Director Wright said that the City's code requirements meet the public safety requirements, and the biggest conversation with Lake Stevens Fire revolves around road width standards. The City's current road standards meet fire department requirements. If changes are made to road width standards there are other concerns that need to be addressed, such as surface water management.

Councilmember Hilt commented communities need to be designed for the benefit of the community and that public safety is a piece of that consideration.

Councilmember Welch suggested the public needs to be better educated on building standards and traffic impacts.

A question arose as to whether the dense housing contributed to the house fires over the 4th of July, and Councilmember Hilt commented building materials are different and improved since when these two houses were built. He added that home fires are a west coast phenomena and that the east coast which is highly dense has very little in the way of house structure fires, and when there is a fire the response is larger.

In response to Councilmember Welch's question, Director Wright said the legislature is not tackling the Growth Management Act. The next items on their agenda are the buildable lands inventory and Vision 2050. Also, Department of Ecology has made changes to Critical Areas requirements and this will be brought to Council over the winter.

Annexation:

Director Wright updated that the Pellerin annexation is completed and the Rhodora Heights annexation is in process. The Rhodora Heights annexation was challenged and the Boundary Review Board (BRB) jurisdiction will hold a hearing. The BRB has the authority to expand the annexation boundary lines and approve the annexation; City Council has the final opportunity to review the annexation.

Discussion ensued and Director Wright commented that assumptions are made by the public that taxes will go up immediately, and there is a perceived change in lifestyles from rural to urban. City Attorney Weed added that where a previous property owner signed a no protest agreement, the current property owner believes he did not get a voice. Historically courts have upheld no protest agreements and they run with the land.

Director Wright said that an interlocal agreement can be used to annex islands. Regarding what is referred to as the Northeast Island and Southwest Island annexations, staff is prepared to move forward with negotiations and recommends that the zoning be kept as close to what the current zoning is, and then review the zoning in conjunction with comprehensive plan amendments that will be brought forward next year.

Director Wright suggested consideration in the fall of annexing the remaining areas by election. He reviewed the considerations of moving forward with an election method of annexation and recommended bringing in a consultant to provide the public education piece. If Council determines to move forward with the petition method a consultant could be used to assist with signature gathering.

Mayor Spencer commented the petition method is a more aggressive approach than an election method, and that people do not really understand the benefits of being in the city. Also, there is a negative public perception if the election method fails and the city turns to the petition method of annexation. The approach needs to be carefully considered.

Discussion ensued and Director Wright closed by saying the petition method provides a check and balance; people who feel disenfranchised have an option for a hearing before the BRB.

Mayor Spencer requested, and there was consensus agreement, to add an executive session to the agenda to discuss a real property matter.

Financial Strategies:

Director Stevens reviewed and commented on the 2019 draft budget. The various revenue sources including property tax, storm and surface water management fees, sales tax, utility sales tax, permit and land use revenues were reviewed and discussed. Expenditures were also reviewed and Director Stevens commented the City has 23 new full time employees since 2015 and that the levels of services and efficiencies in departments have increased. Also, the population has increased from approximately 30,000 in 2015 to 33,000 today.

Director Stevens said the baseline budget reflects moderate increases in utilities, fuel and salaries, with cost of living adjustments between 2% and 3%. Also, there is an estimated benefit increase of 5%. The baseline budget does not include any new programs or staffing from unrestricted funds. There will be a request for permit and stormwater staff, and equipment, from the Surface Water Management revenue, which is restricted funding. Capital priorities will be brought forward in workshops. The new Police Department debt service is expected to begin in 2019.

Director Stevens next reviewed untapped revenue sources and what additional revenues might be realized. These included electric, gas, telephone, water, garbage sewer and stormwater. Regarding stormwater, Director Stevens also noted that the school district is exempt from stormwater fees in the municipal code, but that a number of cities are removing that exemption with a multi-year notice.

Discussion turned to the options for forming a Transportation Benefit District. A regional TBD could be formed, which would include surrounding communities, to help pay for costs associated with the Trestle improvements. Alternatively, the City could form its own TBD which would focus on local roads and sidewalks, including maintenance of the existing structure, and potentially put aside a portion of the revenues to put toward a future solution to the Trestle. One funding strategy is a \$20 vehicle tab fee which does not require a vote, another is raising the sales tax .01 or .02 percent which does require a vote. An option would be to increase the vehicle tab fees until an increased sales tax is voted for.

Mayor Spencer pointed out that Legislators always ask if cities are using their available resources to assist with unfunded mandates. He encouraged a robust community process related to an increase in vehicle tab fees to get the public's priorities as to what needs to be done and how funds should be utilized or set aside.

Councilmember Welch commented Lake Stevens is the only city in the county that does not have a TBD. Councilmember Tageant supports either method, and Councilmember Gailey commented that a .02 percent sales tax increase is needed to overcome the deficit.

Director Durpos commented the streets are in poor repair and that there has been little to no routine maintenance such as crack sealing, pothole repair and attention to other maintenance needs. Snohomish County has done some maintenance but are cutting back. Director Durpos said that high costs are looming and Director Stevens said the City does not have enough operating revenues to maintain streets.

There was discussion as to the pros and cons of starting with an increase in vehicle tab fees and then moving to a voted upon increased sales tax.

Mayor Spencer commented that if the City went with a .02 sales tax increase, the City could try to leverage additional funding with bonds. He wants to engage the community so that they can

understand what the City's capital needs are, understand the costs, and assist with prioritizing those needs.

Discussion ensued with comments being made, that things need to happen quickly if this is to go to a vote in the fall of 2019, and that the citizen review needs to be completed by the end of May. City Attorney Weed explained the process for forming TBDs, including what the requirements are.

Stormwater Management:

Director Durpos said that the LOS 5 is being put back into the stormwater report. He added that with adoption of LOS 3 the City is still addressing HOA pond issues, and will now be able to inspect HOA ponds, advise of deficiencies and facilitate maintenance. A formal plan will be developed to move forward with HOAs.

Councilmember Tageant suggested building a website page so that HOAs can update their status and the update will automatically update the city records. The City can then build relationships with HOAs that are not logging in and updating their status.

Director Durpos updated that an inspection of the lake for milfoil was completed on August 29th and there is no milfoil in the lake. The vegetation that is visible now is other, native aquatic plants that are not considered invasive, and the lake is very healthy. The City will treat for this new vegetation around the docks, with written notice provided to those people living around the lake. There was discussion regarding maintaining a healthy balance of native species, and how to monitor boats brought into the lake so that they do not bring in new contaminants.

Executive Session: Council moved into executive session at 12:11 p.m. for ten minutes to discuss a real property matter. The executive session adjourned at 12:21 p.m., followed by a short recess.

The meeting reconvened at 12:34 p.m.

Outcomes by Levy Scope of Services:

Administrator Brazel said if Council wishes to continue with Outcomes by Levy for lobbying services a scope of services needs to be approved. The proposed scope of services discusses funding in general and does not take into consideration funding sources for transportation projects, including tolls.

Councilmember Welch is concerned that if all revenue is on the table it suggests that the City supports a toll.

Discussion ensued and Mayor Spencer encouraged it is better to keep all funding options on the table at this point. If one funding option is removed the City loses its negotiating ability and the funding will go elsewhere.

Councilmember Welch commented the City is doing its part by undertaking and completing road improvements that will improve the final overall project, and Councilmember Hilt said the reality is that cities must come up with local funding.

Councilmember Gailey believes funding sources will be more impressed with a TBD, and noted the people do not support a toll. He also commented that other alternatives for east-west connections need to be considered, particularly the SR 526 option, and he does not believe Outcomes by Levy supports this option.

Mayor Spencer said the instruction will be to look at all options.

Councilmember Tageant said people do not realize how far out this project this is. Saying no to options means the trestle will not be fixed. He suggested if there is a toll it could be user-based.

Councilmember McDaniel could support a toll if the bridge was new, and commented if the Trestle is not improved Lake Stevens is at high risk to lose industrial opportunities.

Councilmember Petershagen agrees philosophically with the conversation thus far, but asked if the dynamics of King County and the state legislature can be changed. If Lake Stevens wants to fix the Trestle, reality needs to be faced.

Mayor Spencer encouraged tolls not be taken off the table. He envisions 100% funding from a combination of a TBD, and federal and state contributions to fix the east and west ends of the trestle, and that tolls not be considered until the bridge span is fixed. Changing the conversation to toll or no toll versus fixing the problem will divert the money to other projects.

Councilmember Tageant suggested a survey be conducted. It could include feedback such as toll/no toll/small toll/ and other revenue sources such as a TBD, with timelines. A survey would provide a venue for people to express their opinions.

Mayor Spencer said the City is looking at continuing with Strategies 360 for federal lobbying and possibly sharing the cost with City of Monroe.

Discussion turned to the benefits of attending the annual NLC conference in Washington, DC. Councilmember Gailey suggested instead of attending NLC, host an event with our neighboring cities for federal elected officials. Councilmember Tageant commented cities that attend NLC receive funding, but he would like to change the timing of any visit to Washington, DC.

Councilmember Hilt commented the NLC conference is valuable, but the city strategy is incomplete and needs to be fleshed out, and there needs to be a specific purpose when lobbying at these types of events.

City Attorney RFP:

Administrator Brazel said the Council needs to determine it wants to continue obtaining legal services from its current legal provider, or if it wants to explore other legal representation options through a request for qualifications. Discussion ensued, and there was consensus to pursue a request for qualifications.

Parks Depart Timeline:

Director Wright said the City has a complete park plan based on community preferences in 2013. The City will go through the same process in 2019 to recertify the plan. He next reviewed the programming, goals and accomplishments under the current plan.

Director Wright then reviewed the proposed transition timeline to the City having its own Parks Department, which would be separate from Planning and Community Development. Under the proposed timeline, a fully independent Parks Department would be realized within the next 3-5 years and would include the following components: (1) Director with administrative support, (2) Park Planner, (3) Recreation Planner (4) Staff, etc., and (5) Parks Maintenance.

Responding to Councilmember Tageant's question, Director Smith said that the Parks Planning & Development Coordinator position would be responsible for seeking revenue through grant writing. Director Wright added that an allowable use of REET funding is to support parks so some of that funding could be re-directed into park development. Director Stevens confirmed that some REET funding is already being used in support of parks and that the funding source is allocated amongst several other uses.

Councilmember Daughtry commented he is more concerned about maintaining the parks that we do have before adding more functions. Director Wright responded, saying he envisions 2-3 dedicated personnel and a park lead to maintain parks, with additional seasonal support in the summer.

Discussion ensued about the possibility of using volunteers to maintain parks.

Administrator Brazel said until more funding resources are tapped, the City is looking at 2021 for a Parks Department. More seasonals will be needed for mowing, and this will require an additional lead to supervise their work. He added that the City has not tapped into a majority of its revenue sources that could be used to fund some of this cost.

Councilmember Hilt agreed with Councilmember Daughtry's concerns, but also commented there is a need to move forward.

Responding to Councilmember Gailey's question, Director Wright provided a brief update on the Costco project and said that all signs are positive for moving forward.

Adjourn:

There being no further business, the meeting adjourned at 1:42 p.m.

John Spencer, Mayor

Kath Pugh, City Clerk



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

Tuesday, September 11, 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 Pro Tem Marcus Tageant

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

ELECTED OFFICIALS ABSENT: Mayor John Spencer, Councilmember Kurt Hilt

STAFF MEMBERS PRESENT: City Administrator Gene Brazel, Finance Director Barb Stevens, Planning Manager Josh Machen, Public Works Director Eric Durpos, Police Chief John Dyer, Human Resources Director Teri Smith, Human Resources/Executive Assistant Julie Good, IT Manager Troy Stevens, City Clerk Kathy Pugh, City Attorney Grant Weed, Commander Ron Brooks, Public Works Employees Tyler Eshelman, and Matthew Young, Senior Engineer Grace Kane

OTHERS:

Pledge of Allegiance: Mayor Pro Tem Tageant led the Pledge of Allegiance.

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

Moment of Silence: Mayor Pro Tem Tageant led a moment of silence commemorating 9/11.

Approval of Agenda: Mayor Pro Tem Tageant noted staff requested to add an action item to the agenda for the Rhodora Heights Annexation to schedule a Public Hearing.

MOTION: Moved by Councilmember McDaniel, seconded by Councilmember Daughtry to add Rhodora Annexation as an action item to schedule a Public Hearing. On vote the motion carried (6-0-0-1).

Mayor Pro Tem Tageant requested to add discussion of a real property matter to the executive session.

MOTION: Moved by Councilmember Daughtry, seconded by Councilmember Welch to add real property to the executive session. On vote the motion carried (6-0-0-1).

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

New Employees Introductions: Public Works Director Eric Durpos also introduced Grace Kane as the new Senior Engineer II. Public Works Director Eric Durpos then introduced Tyler Eshelman and Matthew Young as new Public Works employees.

Citizen Comments: None.

Council Business:

- Councilmember Daughtry: 9/11 concerned we've forgotten; Veterans Commission.
- Councilmember McDaniel: Attended 9/11 Remembrance.
- Councilmember Tageant: Council Retreat, 9/11 Memorial & American Legion.

City Department Report:

- City Administrator Gene Brazel: ILA re Joint Trail Project.
- Public Works Director Eric Durpos: Thanked Public Works, Police and Fire for their work following the storm on September 10.
- Chief of Police John Dyer: 9/11, American Legion; Citizens Academy; Cancer Awareness Campaign/Golf Tournament.
- Finance Director Barb Stevens: Pre-audit meeting.

Mayor's Business: Mayor Pro Tem Tageant read for the record a proclamation declaring September as Children's Cancer Awareness Month.

Consent Agenda:

City Clerk Pugh noted audience member Michele Hampton requested her comment on page 3 of the minutes be corrected to read "is concerned about the 'bonus penalty' for homeowners..."

Councilmember Petershagen requested his comment on page 3 be amended to read "increased fees to fund capital projects such as the public works shop remodel, a decent facility and fueling station."

MOTION: Moved by Councilmember Daughtry, seconded by Councilmember Welch, to approve (A) 2018 Vouchers [Payroll Direct Deposits of \$198,400.17, Payroll Check 46008 totaling \$1,721.54, Tax Deposits of \$69,273.99, Electronic Funds Transfers (ACH) of \$243,585.68, Claims Check Nos. 46009-46101 totaling \$178,614.31, Total Vouchers Approved: \$691,595.69], (B) City Council Regular Meeting Minutes of August 28, 2018 with the corrections as noted, (C) Amendment to Council Rules of Procedure, (D) Appointment of John Cronin to Planning Commission, (E) Approval of Hillcrest Elementary School Right-of-Way Dedication-Safe Routes to School Sidewalk Project. On vote the motion carried (6-0-0-1).

Action Items:

Approve Resolution 2018-25 Initiating Annexation for the Northeast Island Annexation:

Planning Manager Machen presented the staff report and summarized the process for annexation by interlocal agreement with Snohomish County, along with the City's desire to continue to provide additional buildable land within the City of Lake Stevens. Planning Manager Machen then responded to Councilmembers' questions.

Councilmember Petershagen inquired if there were any other properties in the UGA that are similar to this that the City could be entertaining.

Planning Manager Machen responded these were the only two properties identified that had 60% bordering City property.

MOTION: Moved by Councilmember Welch, seconded by Councilmember Gailey, to approve Resolution 2018-25 to Initiate Annexation to the City of Lake Stevens Certain Real Property known as the Northeast Island Annexation through an interlocal agreement with Snohomish County, and require that upon annexation the simultaneous adoption of land use and zoning designations require the assumption of all existing City indebtedness. On vote the motion carried (6-0-0-1).

Approve Resolution 2018-26 Initiating Annexation for the Southeast Island Annexation:

Planning Manager Machen presented the staff report and reviewed this is also an annexation by interlocal agreement and that this annexation area is the last one with more than 60% bordering city property. He noted this property was originally part of the Pellerin annexation and is adjacent to South Lake Stevens Road where the City is pursuing a multi-use trail. He also noted staff is recommending the zoning remain the same or equivalent to what it is currently under the County. He then responded to Councilmembers' questions.

MOTION: Moved by Councilmember Gailey, seconded by Councilmember Petershagen, to approve Resolution 2018-26 to Initiate Annexation to the City of Lake Stevens Certain Real Property known as the Southeast Island Annexation through an interlocal agreement with Snohomish County, and require that upon annexation the simultaneous adoption of land use and zoning designations and require the assumption of all existing City indebtedness. On vote the motion carried (6-0-0-1).

Approve Ordinance 1034 Regarding Design Review Board: Planning Manager Machen presented the staff report and reviewed the history of the Design Review Board. He noted the positions have been historically hard to fill due to requirements for specific professionals. He reviewed Council's desire to maintain a forum for public comment on multifamily, commercial and industrial projects, and direction to dissolve the Design Review Board. The ordinance before Council this evening provides for the dissolution of the Design Review Board and establishes an interim administrative process for design review. Upon passage of the ordinance, this will be referred to the Planning Commission for recommendations, and then will come back to City Council at the October 23, 2018 Council meeting for a public hearing as required by RCW 36.70A.390. Planning Manager Machen then responded to Councilmembers' questions.

MOTION: Moved by Councilmember Daughtry, seconded by Councilmember Welch, to Adopt Ordinance 1034 an Interim Official Control Dissolving the Design Review Board and Providing for an Administrative Design Review Process. On vote the motion carried (6-0-0-1)

Approve Professional Services Agreement with Outcomes by Levy: City Administrator Brazel presented the staff report and mentioned the current contract expires September 30, 2018. He noted Council reviewed the proposed scope of services for the 2018-2019 legislative session at the September 5, 2018 Special Meeting and there was not a lot of discussion other than making it clear that the lobbyist would not be lobbying to have tolls on the Trestle to fund the repairs and structural improvements. Administrator Brazel noted there was a request

submitted that the lobbyist look at funding for expanding the 526 route to SR 9. Administrator Brazel then invited Councilmembers' questions.

Councilmember Gailey requested an addition be made under the scope of services Exhibit A for the lobbyist to look at funding for expanding the SR 526 route to SR 9.

Mayor Pro Tem Tageant commented he is not comfortable with Lake Stevens paying its lobbyist to lobby for SR 526 when there needs to be a fix for the Trestle. He questioned, if there are alternatives why other organizations are not lobbying for them.

Councilmember Gailey said it would benefit the citizens of Lake Stevens to look at the option of extending the SR 526 since that would take pressure off the Trestle.

Councilmember Petershagen noted it is so premature that it probably does not hurt to have the lobbyist discuss a possible SR 526 extension.

Councilmember McDaniel believes it is important the public knows that fixing the Trestle is not the only option available and that the lobbyist speak on all options.

Mayor Pro Tem Tageant said it is important to look at all the options and the lobbyist should bring them up in discussions, but he does not want our lobbyist actively pursuing funding for other traffic projects beyond Lake Stevens. He commented there are a lot of other cities that should be involved with discussing this as well.

Councilmember McDaniel suggested meeting with other cities to discuss how all agencies can work together on this item.

City Administrator Brazel said he reached out to Monroe about the possibility of partnering on a contract with Strategies 360 for federal lobbying. In response Monroe provided a draft scope of services, and this will be explored further.

MOTION: Moved by Councilmember Gailey, seconded by Councilmember Welch, to amend the scope of services to add under U.S. 2 Trestle bullet that all funding options will remain on the table, with tolls being a last funding option, and to support funding to explore the viability of a SR 526 extension to SR 9 to relieve congestion from the Trestle. On vote the motion carried (6-0-0-1).

MOTION: Moved by Councilmember Daughtry, seconded by Councilmember Welch, to approve the Professional Services Agreement with Outcome by Levy, LLC for 2018-2019 state lobbying services in an amount not to exceed \$54,000. On vote the motion carried (6-0-0-1).

Rhodora Heights Annexation: Planning Manager Machen explained the requirement for a second public hearing that was scheduled for the June 12, 2018 Council meeting. The meeting was cancelled due to lack of a quorum and the public hearing was held at the Special Meeting on June 19, 2018 without additional notice of the public hearing. Staff is recommending and additional public hearing be held out of an abundance of caution.

MOTION: Moved by Councilmember Daughtry, seconded by Councilmember Welch, to set a second public hearing on the Rhodora Heights Annexation for the September 25, 2018 Regular Council Meeting. On vote the motion carries (6-0-0-1).

Discussion Items: None.

Executive Session: Mayor Pro Tem Tageant announced an executive session beginning at 7:50 p.m. for 15 minutes to discuss potential litigation, and real property with no action to follow.

At 8:05 p.m. Human Resources Director Smith announced the executive session is extended five minutes.

At 8:10 p.m. the regular meeting of the City Council reconvened.

Adjourn:

Moved by Councilmember Daughtry, seconded by Welch, to adjourn the meeting at 8:11 p.m. On vote the motion carried (6-0-0-1).

John Spencer, Mayor

Kathy Pugh, City Clerk



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

Tuesday, September 18, 2018
Lake Stevens Community Center
1808 Main Street, Lake Stevens

CALL TO ORDER: 7:00 p.m. by Council Vice President Gary Petershagen

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

ELECTED OFFICIALS ABSENT: Mayor John Spencer, Councilmember Marcus Tageant

STAFF MEMBERS PRESENT: City Administrator Gene Brazel, Finance Director Barb Stevens, Community Development Director Russ Wright, Human Resources Director Teri Smith, City Clerk Kathy Pugh, IT Manager Troy Stevens and Police Commander Ron Brooks

OTHERS:

2019 Budget: Finance Director Barb Stevens presented a PowerPoint and reviewed estimated revenues and endings for 2018. The estimated 2018 endings are a beginning point for the 2019 budget, and the base budget presented this evening does not include department requests. The Mayor's proposed budget will be presented at the September 25, 2018 workshop. Director Stevens responded to Councilmembers' questions and reviewed the next steps for moving forward with planning the 2019 budget.

Amend LSMC re Yearly Fire Inspection Requirement: Director Wright provided an overview of what services Lake Stevens Fire provides the city under the Interlocal Agreement (ILA), and said that Lake Stevens Fire's authority comes from the International Fire Code (IFC) which is adopted in the Lake Stevens Municipal Code by reference. He commented the National Fire Protection Association set the requirements and schedule for commercial fire. Director Wright requested Council direction and suggested a memorandum of understanding or ILA will be needed to move forward.

Discussion ensued with comments made that the fees for annual inspections are quite high and that all businesses are not equal in their inspection requirements. Responding to a question regarding available options, Director Wright said the city could hire an in-house fire inspector, but the benefit and depth of that position would not outweigh the cost. He noted LSFD is in the process of lowering inspection fees. Director Wright suggested possibly a sliding fee scale based on square footage. Council provided direction and requested an update in 45 days.

Critical Areas and Shoreline Updates: Director Wright said both the Shoreline Master Program (SMP) and Critical Areas ordinance need to be updated and provided a timeline for both updates. Staff's recommendation is that the Watershed Company assist with updating the Shoreline Master Program, and Director Wright would like to see some flexibility built into the Shoreline Master Program regulations. Discussion ensued, and Director Wright estimated that the SMP updates could be completed by June 2019 and the Critical Areas ordinance could be updated by the end of this year or early 2019.

UTV's: City Administrator Brazel said he has been approached by both citizens and County Councilman Low to allow Wheeled All-Terrain Vehicles. The draft ordinance provided this evening was adopted by City of Monroe, and has been changed to reflect Lake Stevens requirements. Staff requested direction.

Discussion ensued and there was consensus to work with the Police Department and move forward with allowing Wheeled All-Terrain Vehicles.

Adjourn:

There being no further business, Vice President Petershagen adjourned the meeting at 8:25 p.m.

John Spencer, Mayor

Kathy Pugh, City Clerk



LAKE STEVENS CITY COUNCIL
STAFF REPORT

Council Agenda

Date: September 25, 2018

Subject: Lake Stevens Rowing Club Facilities Use Agreement

Contact

Person/Department: Gene Brazel, City Administrator **Budget Impact:** N/A

RECOMMENDATION(S)/ACTION REQUESTED OF COUNCIL: Approve Facilities Use Agreement Between the City of Lake Stevens and Lake Stevens Rowing Club.

SUMMARY/BACKGROUND: The City has had a facilities use agreement with the Lake Stevens Rowing Club since 2003 to allow the Club use of the rowing dock and to house their boat shed on City property. In return, the Club provides opportunities for the public to row. The new facilities use agreement is for one year, and can be extended in one year increments by written mutual consent. The agreement also provides that the Club will provide quarterly financial reports.

APPLICABLE CITY POLICIES:

BUDGET IMPACT: N/A.

ATTACHMENTS:

- Exhibit A: Lease Agreement

FACILITIES USE AGREEMENT

Between the City of Lake Stevens and Lake Stevens Rowing Club

This Agreement is entered into by and between the City of Lake Stevens, Washington, a Municipal Corporation, hereinafter referred to as "the City," and the Lake Stevens Rowing Club, a Washington Non-profit Corporation, hereinafter referred to as "the Club."

WHEREAS, the City has determined the need to provide space for recreational opportunities for its citizens; and

IN CONSIDERATION OF the mutual benefits and conditions set forth below, the parties hereto agree as follows:

1. **Purpose.** The purpose of this Agreement is to establish terms and conditions regarding scheduling, use of facilities, maintenance, regattas, and other requirements necessary to provide a quality rowing program for the Lake Stevens community and the general public in the City of Lake Stevens.
2. **City Responsibility.** The City agrees to provide the following:
 - A. At the Club's request, the City will provide information to the Club regarding any potential conflicts for the use of City facilities which would impact the Club's ability to hold an event or access the boathouse such as the scheduling of unrelated events, dock availability, closures of the boat launch and construction activities at the launch.
 - B. Provide a site on City property for Club facilities as described on **Exhibit A** attached hereto and incorporated herein by this reference as if fully set forth.
 - C. Provide and maintain a permanent dock of sufficient size to launch an eight-person shell for scheduled events and year-round access. The dock will not be exclusive for Club use or restricted by Club use but will remain open to the public unless the Club has obtained authorization for a Club event from the City through a Park Use Permit for a special event.
 - D. The Club will not have access to the rowing dock or the boat launch area when public access has been restricted by the City issuing a Park Use Permit for a special event.
3. **Club Responsibilities.** The Club agrees to provide at its own cost the following equipment and to perform the following services.
 - A. Provide opportunities to row and other related services as necessary to offer a quality Rowing Program to the public and members of the Club and attempt to accommodate all interested rowers.
 - B. Provide and maintain in good condition all necessary equipment for the Rowing Program.
 - C. Provide and maintain in good condition a storage facility pursuant to this Agreement. The storage facility will remain the property of the Club during and after the Agreement has expired. The building will be removed, at the Club's expense, no later than 30 days after the expiration or termination of this agreement.
 - D. Provide adequate adult supervision for all events, including, but not limited to, regattas.
 - E. Comply at all times with all federal and state laws and regulations and local statutes, rules, and ordinances applicable to the use of the equipment and the performance of the services set forth in this Agreement, and the handling of any funds used in connection therewith.

4. **Duration of Agreement.** This Agreement shall be in full force and effect for a period commencing the effective date of this agreement and ending 12 months (12) from said date unless sooner terminated under the provisions hereinafter specified.
5. **Business License Required.** The Club shall obtain and maintain a City business license for the duration of this Agreement.
6. **Indemnification and Hold Harmless.** The Club shall defend, indemnify, and hold harmless the City, its officers, officials, employees and volunteers from and against any and all claims, suits, actions, or liabilities for injury or death of any person, or for loss or damage to property, which arises out of the Club's use of Premises, or from the conduct of the Club's operations, or from any activity, work or thing done, permitted, or suffered by the Club in or about the Premises, except only such injury or damage as shall have been occasioned by the sole negligence of the City.
6. **Insurance.**
 - A. The Club shall procure and maintain in full force throughout the duration of the Agreement Commercial General Liability insurance, including products and completed operations and sports events coverage, with a minimum coverage of \$5,000,000 per occurrence for personal injury and property damage. The policy(ies) shall name the City of Lake Stevens as an additional insured on the Club's General Liability insurance policy using ISO Additional Insured-Managers or Lessors of Premises Form CG 20 11 or an endorsement providing at least as broad coverage and shall include a provision prohibiting cancellation or reduction in the amount of said policy except upon thirty (30) days prior written notice to the City. Cancellation of the required insurance shall automatically result in termination of this Agreement. The policy(ies) shall be at least as broad as Insurance Services Office (ISO) occurrence form CG 00 01 covering premises, operations, products-completed operations and contractual liability. The insurance policy shall contain, or be endorsed to contain that the Club's insurance coverage 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 Club's insurance and shall not contribute with it
 - B. In addition to the insurance provided for in Paragraph 6 (A) above, the Club shall procure and maintain in full force professional liability insurance for those services delivered pursuant to this Agreement that, either directly through Club employees or indirectly through contractual or other arrangements with third parties, involve providing professional services. Such professional liability insurance shall be maintained in an amount not less than \$1,000,000 combined single limit per claim and \$1,000,000 as an annual aggregate. For the purposes of this Paragraph "professional services" shall include, but not be limited to, the provision of any services provided by any licensed professional.
 - C. Certificates of coverage and the additional insured endorsements as required by Paragraphs A, and B above shall be delivered to the City within fifteen (15) days of execution of this Agreement.
 - D. Insurance is to be placed with insurers with a current A.M. Best rating of not less than A: VII. The Club's maintenance of insurance as required by the Agreement shall not be construed to limit the liability of the Club to the coverage provided by such insurance, or otherwise limit the City's recourse to any remedy available at law or in equity.
7. **Record Keeping and Reporting.** The Club shall maintain accounts and records, including personnel, property, financial, and programmatic records, which sufficiently and properly reflect all direct and indirect costs of any nature expended and services performed pursuant to this Agreement. The Club shall also maintain such other records as may be deemed necessary by the

City to ensure proper accounting of all funds contributed by the City to the performance of this Agreement and compliance with this Agreement. The Club shall make available to the City all records maintained pursuant to this Agreement. These records shall be maintained for a period of seven (7) years after termination hereof unless permission to destroy them is granted by the Office of the Archivist in accordance with RCW Chapter 40.14 and by the City.

8. **Quarterly Financial Reports:** Throughout the term of this lease and all extensions thereof, Club shall provide City with quarterly financial reports detailing Club's income, expenses, expenditures, salaries, and bank and investment balances for the previous quarter. Said financial statements shall be provided to City in writing within thirty (30) days after the last day of each quarter of the calendar year.
8. **Audits and Inspections.** The records and documents with respect to all matters covered by this Agreement shall be subject at all times to inspection, review, or audit by law during the performance of this Agreement. The City shall have the right to conduct an audit of the Club's financial statement and condition and to a copy of the results of any such audit or other examination performed by or on behalf of the Club.
9. **Termination.** Either party may terminate this Agreement at any time with or without cause by giving thirty (30) days' written notice of said termination and specifying the effective date. If the Club's insurance coverage is canceled for any reason, the City shall have the right to terminate this Agreement immediately. This agreement may be extended by mutual consent of both the City and the Club in one year increments by written mutual agreement.
10. **Discrimination Prohibited.** The Club shall not discriminate against any employee, applicant for employment, or any person seeking or receiving the services of the Club under this Agreement on the basis of race, color, religion, creed, sex, age, national origin, marital status, or presence of any sensory, mental, or physical handicap which, in the judgment of the Club's coaches or instructors, does not create a safety hazard.
11. **Assignment.** In order to ensure the Club is appropriately insured, the Club shall not assign any portion of this Agreement without the prior written consent of the City. Consent will not be unreasonably withheld.
12. **Entire Agreement.** This Agreement contains the entire agreement between the parties hereto, and no other agreements, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or bind any of the parties hereto. Either party may request changes to the Agreement. Proposed changes which are mutually agreed upon shall be incorporated by written amendments to this Agreement.
14. **Notices.** Notices shall be sent as follows:

To the City of Lake Stevens:

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

To the Lake Stevens Rowing Club:

Scott A. King
11912 108th St. NE
Lake Stevens, WA 98258
(425) 231-6686

15. **Applicable Law; Venue; Attorneys' Fees.** This Agreement shall be governed by and construed in accordance with the laws of the State of Washington. In the event any suit, arbitration, or other proceeding is instituted to enforce or interpret any term of this Agreement, the parties specifically understand and agree that venue shall be exclusively in Snohomish

County, Washington. The prevailing party in any such action shall be entitled to its attorneys' fees and costs of suit.

16. **Representation of Club.** The Club represents to the City that it has no conflict of interest in performing any of the services set forth herein. In the event that the Club is asked to perform services for a project with which it may have a conflict, it will disclose such conflict to the City.
17. **Severability.** In the event that any section paragraph, sentence, clause or phrase is determined to be invalid in a court of law, such determination shall not affect any of the remaining sections, paragraphs, sentences, clauses or phrases of this agreement.
18. **Authority to Sign.** The undersigned certify that they are authorized to sign this Agreement on behalf of the Lake Stevens Rowing Club and the City, respectively, and that the Lake Stevens Rowing Club and the City acknowledge and accept the terms and conditions herein and attached hereto.
19. **Effective Date.** DATED this _____ day of _____, 2018

CITY OF LAKE STEVENS

LAKE STEVENS ROWING CLUB

John Spencer, Mayor

Scott A. King, President

ATTEST:

Kathy Pugh, City Clerk

APPROVED AS TO FORM:

Grant K. Weed, City Attorney

STATE OF WASHINGTON)
) ss.
COUNTY OF SNOHOMISH)

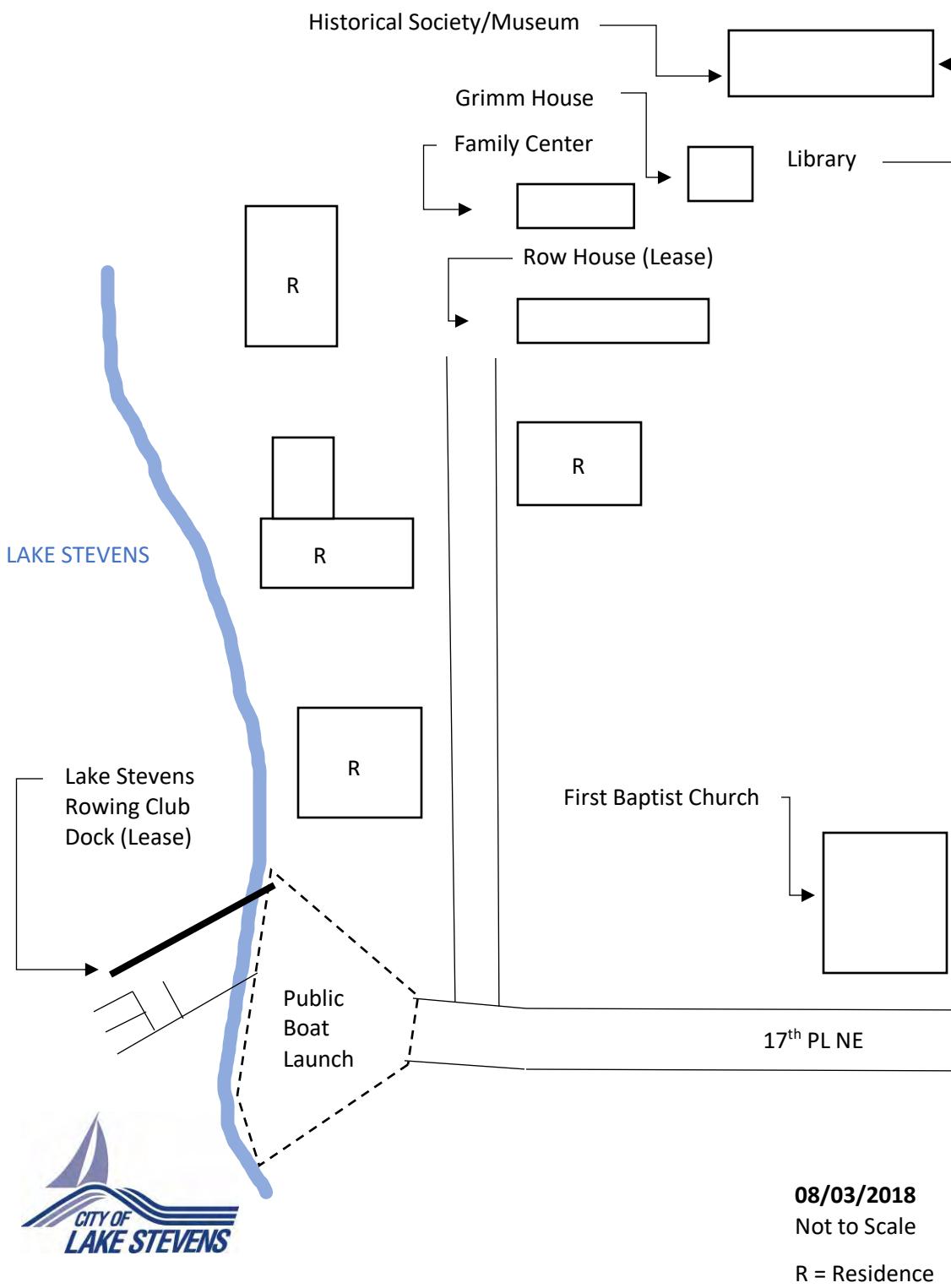
I certify that I know or have satisfactory evidence that Scott A. King is the person who appeared before me, and said person acknowledged that he/she signed this instrument, on oath stated that he/she was authorized to execute the instrument and acknowledged it as the President of Lake Stevens Rowing Club, to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

DATED this _____ day of _____, 2018.

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

Exhibit A, Description of Property Subject to this Agreement

City Hall, 1812 Main Street





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LAKE STEVENS CITY COUNCIL
STAFF REPORT

Council Agenda

Date: September 25, 2018

Subject: Family Center Lease

Contact

Person/Department: Gene Brazel, City Administrator **Budget Impact:** N/A

RECOMMENDATION(S)/ACTION REQUESTED OF COUNCIL: Approve Lease Agreement Between the City of Lake Stevens and Lutheran Community Services Northwest dba Lake Stevens Family Center.

SUMMARY/BACKGROUND: Lutheran Community Services Northwest dba Lake Stevens Family Center has provided services to the residents and community of Lake Stevens for many years, with the original lease having been entered into in 1995. The current lease with the Family Center is expired and the City has worked with Family Center to reach agreement on a new lease with a provision for mutually agreeable renewal.

APPLICABLE CITY POLICIES:

BUDGET IMPACT:

ATTACHMENTS:

- Exhibit A: Lease Agreement

**LEASE AGREEMENT BETWEEN THE CITY OF LAKE STEVENS
AND LUTHERAN COMMUNITY SERVICES NW DBA
LAKE STEVENS FAMILY CENTER**

This Lease Agreement is made between the CITY OF LAKE STEVENS, a municipal corporation of the State of Washington, hereinafter called "City" and LUTHERAN COMMUNITY SERVICES NORTHWEST, an Oregon nonprofit corporation, dba Lake Stevens Family Center, hereinafter called "Family Center."

1. **LEASE PREMISES:** The City hereby leases to Family Center the premises located at 1803 – 123rd Drive NE, Lake Stevens, as depicted on **EXHIBIT A** as the "Lake Stevens Family Center." This lease includes the nonexclusive right to park in the developed parking spaces on parcels adjacent to the leased premises. No stalls shall be marked or reserved for the sole use of Family Center without the prior written consent of the City, in City's sole discretion. The City makes no representation that the available parking is adequate for Family Center's needs.

2. **TERM:** This lease shall be for a term of one (1) year commencing September ___, 2018, and expiring September ___, 2019. Either party may terminate this Lease upon six (6) months written notice to the other for any cause whatsoever. In the event City terminates the lease without cause, City shall make reasonable efforts to assist Family Center in finding a new location for its activities. Notwithstanding the above, City may terminate this lease if Family Center abandons the premises, ceases to use the premises for the purposes described in paragraph 4 below, or if at any time Family Center ceases to be an active nonprofit corporation in good standing with the Washington Secretary of State's Corporations Division.

So long as the City Council has made no finding that the use of the subject property is required for other municipal purposes, the parties agree that, barring a change in circumstances that makes renewal unfeasible or not in the public interest, this lease may be renewed upon mutually acceptable terms.

a) In addition, in the event that the sources of funding for the Family Center drastically reduce the amount of funding that the Family Center receives, such that the Family Center cannot continue operating, Family Center may terminate this Lease upon thirty (30) days written notice to City.

3. **RENTAL:** The City agrees to provide said space to Family Center without monetary rent payments subject to the following additional responsibilities of Family Center:

a) Family Center shall maintain and operate the property for the purposes described in paragraph 4 below;

b) Family Center shall be responsible for minor repairs and maintenance as hereinafter described;

4. **FAMILY CENTER'S USE OF PREMISES:** The leased premises may be used and occupied only for the benefit of the citizens of the City of Lake Stevens and other individuals who request the support, assistance and resources of Family Center, and for no other purpose or purposes, without City's prior written consent.

a) Family Center's use of the premises may include, at Family Center's discretion, use of the premises by third parties, with the permission of and under the supervision of Family Center, either for free or for a nominal fee. Occasional such use by third parties is

acknowledged by City as part of the expected and historical purpose of the Family Center and shall not be construed as a sublease or other violation of this Lease.

5. **HOURS OF OPERATION:** Family Center shall be open to provide services during regular business hours, or as otherwise stated in its public information material. Family Center may be open additional hours in order to meet specific needs of the community. Should there be a substantial reduction in the hours of operation, Family Center shall notify City and obtain City's written consent.

6. The parties agree that the value of the services Family Center provides to the City and its citizens is approximately the fair market leasehold value of the leased premises and other financial contributions made by the City pursuant to this lease.

- a) Family Center shall be responsible for securing the leased premises at the end of each working day and at times when the leased premises are closed.
- b) Family Center shall promptly comply with all laws, ordinances, orders, rules and regulations now in effect, or as hereafter amended, affecting the leased premises and its cleanliness, safety, occupation and use.
- c) Family Center shall not use any machinery or equipment in the leased premises that might be injurious to the building. Family Center will not perform any act or carry on any practices that may damage the leased premises or be a nuisance to or menace or injure the public or City's employees, contractors or agents. Family Center shall not commit or suffer any waste upon the leased premises. Family Center shall not generate, store or maintain any hazardous substance or material upon leased premises as defined in applicable federal, state and/or local statutes or regulations.
- d) Upon termination of the lease, Family Center shall quit and surrender the leased premises in as good a state and condition as it was at the commencement of the lease, reasonable wear and tear, damage by the elements or resulting from the structural unfitness of the leased premises for use as in accordance with the lease, or other actions not caused by Family Center, its employees, agents, customers or invitees, excepted. Family Center shall return all keys to City.

7. **MAINTENANCE:** Family Center shall maintain the leased premises, and the area immediately adjacent thereto lying between the leased premises and parking areas, keeping the same in generally good repair, reasonable wear and tear excepted, and in neat and clean condition. Family Center shall perform minor maintenance (up to a maximum of \$500 in cost) and shall notify City of the need for any major maintenance (costing \$500 or more). The City shall be responsible for maintaining roof, exterior structure, windows, wall heaters, plumbing, or other major structural components of said building.

8. **IMPROVEMENTS:** Family Center shall not make any structural improvements or alterations to the leased premises without the prior written consent of City, in City's sole discretion, and subject to any conditions which City in its sole discretion may impose. The City agrees that upon termination or expiration of said Lease, Family Center may remove all fixtures which it owns or has installed which can be removed without structural damage to the building. Upon such removal Family Center will restore the premises to its condition prior to installation of such fixtures. Family Center further agrees that prior to said removal, it will advise the City of which items it desires to remove in order that the parties may negotiate other alternatives. Any fixtures not so removed shall become the property of City; provided, City may elect to require removal of some or all of Family Center's fixtures at Family Center's sole expense.

9. UTILITIES: As an additional consideration for the community services performed by the Family Center as referenced in paragraphs 4 and 6 herein, City shall be responsible for payment of all utilities serving the leased premises including, but not limited to, heat, lights, water, garbage, sewer, telephone, internet and cable. City shall not be liable for any loss, injury, or damaged property caused by or resulting from any variation, interruption, or failure of any utility service beyond City's reasonable control. No temporary interruption or failure of such services incident to the making of repairs, alterations, or improvements, or due to accident or strike, or conditions or events beyond City's reasonable control shall be deemed an eviction of Family Center or shall release Family Center from any of Family Center's obligations under this lease.

10. RISK OF LOSS / INSURANCE:

- a) All personal property of Family Center or other parties kept or maintained at the leased premises shall be at the risk of Family Center. City shall insure the building. Family Center shall be responsible for insuring its personal property and any property of others located at the premises. Family Center shall also provide a comprehensive liability insurance policy, including bodily injury and property damage, written by a company acceptable to and approved by City in the amount of ONE MILLION DOLLARS (\$1,000,000.00). Family Center shall furnish annually upon policy renewal to the City a Certificate of Insurance evidencing such coverage, and naming the City, its officers, employees and elected officials, as additional insured. Family Center shall provide City with written notice of any policy cancellation within two business days of its receipt of such notice. Family Center acknowledges that City's insurance is for the benefit of City and provides no coverage for Family Center.
- b) Failure to Maintain Insurance: Failure on the part of the Family Center to maintain the insurance as required shall constitute a material breach of lease, upon which the City may, after giving five business days' notice to Family Center to correct the breach, terminate the Lease or, at its discretion, procure or renew such insurance and pay any and all premiums in connection therewith, with any sums so expended to be repaid to the City on demand.
- c) Full Availability of Family Center Limits: If the Family Center 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 Family Center, irrespective of whether such limits maintained by the Family Center 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 Family Center.

11. TAXES:

- a) City shall be responsible for all real property taxes and assessments levied or assessed against the leased premises by any governmental entity, including any special assessments imposed on or against the leased premises for the construction or improvement of public works in, on or about the leased premises; provided, however, that the Family Center shall conduct no activity on the leased premises nor place any articles on the leased premises that will increase the real property taxes levied or assessed against the leased premises.
- b) Family Center shall pay before delinquency any and all taxes, assessments, license fees, and public charges levied, assessed or imposed and which become payable during the

Lease upon Family Center's fixtures, furniture, appliances and personal property installed or located in the leased premises.

c) Family Center agrees to pay the amount of all taxes levied upon or measured by the rent or the market value of the leased premises, whether as a sales tax, transaction privilege tax, leasehold excise tax, or otherwise. Such taxes shall be due and payable at the time the same are levied or assessed.

12. **INDEMNIFICATION:** Family Center shall protect, hold harmless, indemnify, and defend, at its own expense, the City, its officers, employees, and agents from any loss or claim for damages of any nature whatsoever, including claims by third parties or by the Family Center's employees from which it would otherwise be immune under TITLE 51 RCW or other law, arising out of any act or omission on or about the leased premises or relating to this Lease by the Family Center, its appointed or elected officers, employees, or agents. If a loss or claim is caused by or results from the concurrent negligence of the Family Center, its appointed or elected officers, employees, or agents and the City, its elected or appointed officials, employees, or agents, this clause shall be valid and enforceable only to the extent of the negligence of the Family Center, its appointed or elected officers, employees, or agents.

The parties acknowledge that the foregoing indemnity provisions were mutually negotiated and survive the termination of this Lease.

13. **SIGNS AND LANDSCAPING:** City shall have the right to control landscaping and approve the placing of signs and the size and quality of the same. Family Center shall make no alterations or additions to the landscaping and shall place no exterior signs on the leased premises without the prior written consent of City. Any signs not in conformity with this lease may be immediately removed and destroyed by City.

14. **ASSIGNMENT / SUBLEASE:** Except for limited use by third parties, as permitted under Section 4.a, Family Center shall not sublease, sublet or assign the leased premises, or any portion thereof or the adjacent grounds. This lease shall not be assignable by operation of law.

15. **RESPONSIBLE PERSON:** Family Center shall keep the City advised of its local (Lake Stevens community) director, manager or other responsible person or persons, and shall provide the City with the name, telephone numbers and email address of a responsible person or persons authorized to receive any notice required between the parties or for contact if negotiations are required or in the event of emergencies.

16. **FINANCIAL REPORTS:** Family Center shall provide City with annual Financial Audit Reports throughout the term of this lease and all extensions thereof.

17. **NOTICE:** Any notice given by Family Center to City shall be directed to the Mayor and delivered to the Lake Stevens City Hall and shall be deemed given on the date it is so delivered. Any notice given by the City to the Family Center shall be addressed and delivered to:

(continued next page)

TO FAMILY CENTER:

Lutheran Community Services Northwest
115 NE 100th St, Suite 200
Seattle, WA 98125
Attn: Katherine Jordan,
Director of Family Services
Telephone: 206-694-5720

TO CITY:

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

With a copy to:

Lutheran Community Services Northwest
4040 South 188th Street, Suite 300
SeaTac, WA 98188
Attn: Peter Harris, Director of Facilities

Notice shall be sent by certified mail, return receipt requested, and it shall be deemed given on the third business day after mailing.

18. **DEFAULT:** In the event the Family Center shall fail to carry out any of the terms required of it herein, or fail to operate as a historical Family Center providing support and services to the Lake Stevens residents and community, the City may terminate this lease agreement upon giving the notice required by law. The parties agree that any dispute arising between them which is not otherwise resolved should be referred for mediation or arbitration in an effort to amicably settle any disputes.

19. **RIGHT OF ENTRY:** During the term of this lease Family Center agrees that the City's agents or employees may enter upon said premises during any hours when the leased premises are open to the public or, with prior written notice to Family Center, at other reasonable times, for purposes of inspection and/or repairs; provided, City may enter without notice in the event of an emergency. In the case of repairs that would be disruptive to Family Center's activities, City shall give advance written notice to Family Center. In the event of emergency entry, City shall make reasonable efforts to provide notice of entry to Family Center.

20. **ATTORNEY FEES/COLLECTION CHARGES.** In the event of any legal action or proceeding, mediation, arbitration or suit between the parties hereto in connection with or arising out of this lease, the substantially prevailing party shall be entitled to collect, in addition to any judgment awarded by a mediator, arbitrator or court, a reasonable sum as attorneys' fees, and all costs and expenses incurred in connection with such mediation, arbitration or lawsuit, including attorneys' fees, costs, and expenses of any appeal of a judgment, and if the substantially prevailing party shall recover judgment in any such action or proceeding, such costs, expenses and attorney's fees shall be included in and as a part of such judgment. This lease shall be governed by the laws of the State of Washington. The venue for litigation to resolve any dispute related to this lease shall be Snohomish County Superior Court. Should City be named as a defendant in any suit brought against Family Center in connection with or arising out of Family Center's occupancy hereunder, Family Center shall pay to City its cost and expenses incurred in such suit, including a reasonable attorney fee.

21. **TIME:** Time is of the essence of this Lease.

22. **WAIVER:** Any waiver by City of any default and performance by Family Center of any of the terms, covenants, or conditions contained herein shall not be deemed a continuing waiver of the same or any subsequent default herein.

23. **ENTIRE AGREEMENT AND AMENDMENTS.** This lease contains all of the

agreements between the parties with respect to any matter covered or mentioned in the lease, and no prior agreement, letter of intent, or understanding relating to any such matter will be effective for any purpose. No provision in this lease may be amended or added to except by an agreement in writing signed by the parties or their respective successors in interest and using the same formalities as are required by the execution of this lease.

IN WITNESS WHEREOF, the parties have signed this document in duplicate this _____ day of _____, 2018.

CITY OF LAKE STEVENS

By: _____
John Spencer, Mayor

LUTHERAN COMMUNITY SERVICES
NORTHWEST dba LAKE STEVENS FAMILY
CENTER

By: _____
David Duea, President & CEO

ATTEST:

Kathy Pugh, City Clerk

APPROVED AS TO FORM:

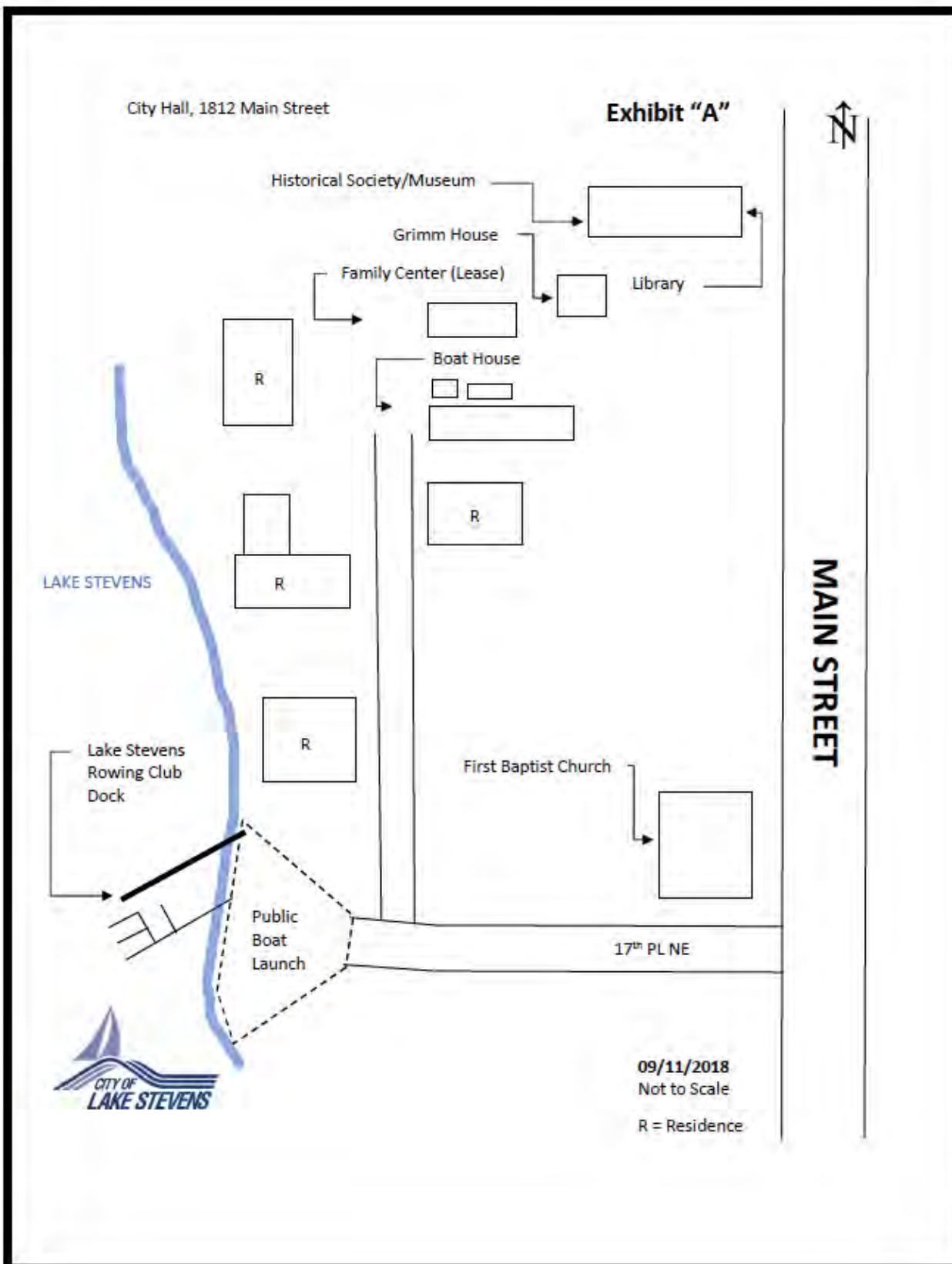
Grant K. Weed, City Attorney

STATE OF WASHINGTON)
) ss.
COUNTY OF SNOHOMISH)

I certify that I know or have satisfactory evidence that _____ is the person who appeared before me, and said person acknowledged that he/she signed this instrument, on oath stated that he/she was authorized to execute the instrument and acknowledged it as the _____ of Lutheran Community Services NW dba Lake Stevens Family Center to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

DATED this _____ day of _____, 2018.

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





LAKE STEVENS CITY COUNCIL
STAFF REPORT

Council Agenda Date: September 25, 2018

Subject: Second Public hearing on the Rhodora Annexation Petition

Contact	Joshua Machen, AICP, Planning Manager	Budget	none
Person/Department:	Russ Wright, Community Dev. Director	Impact:	

RECOMMENDATION(S)/ACTION REQUESTED OF COUNCIL:

Motions:

1. Open Public Hearing and take additional public comment on Rhodora Annexation Petition.
2. Pass a motion reaffirming support for the Rhodora Annexation (Resolution 2018-018), providing the Notice of Intent to annex and require upon annexation the simultaneous adoption of land use and zoning designations and require the assumption of a proportionate share 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 validated the 60% petition. On June 19, 2018, the City Council held a public hearing and passed Resolution 2018-018 providing Snohomish County notice of the City's intent to annex the Rhodora Annexation area. On June 29, 2018, the City submitted the Notice of Intent packet to Snohomish County. On August 16, 2018, the Snohomish County Boundary Review Board's Jurisdiction was invoked and the City was notified. The Snohomish County Boundary Review Board will hold a public hearing on the Rhodora Annexation proposal on October 1, 2018.

In accordance with Washington State Law, the City is to hold two public hearings on annexations and simultaneous adoption of land use and zoning designations. The public hearing will provide a second opportunity for the public to provide comment to the City Council with regards to the annexation prior to a hearing with the Snohomish County Boundary Review Board on October 1, 2018.

Once the Boundary Review Board has held their public hearing and rendered their decision, the City Council will then have the final decision whether to annex the properties and adopt final comprehensive plan designation and zoning for the annexed area.

For additional information see Staff Report on the Rhodora Annexation contained in the City Council meeting packet of June 19, 2018 <http://www.lakestevenswa.gov/ArchiveCenter/ViewFile/Item/3483>

Attachments

- A. Rhodora Notice of Intent to Annex Map

Rhodora NOI Map

Lake Stevens UGA



City of Lake Stevens



Lk. Stevens Fire Pro.
Dist. #8



Library District



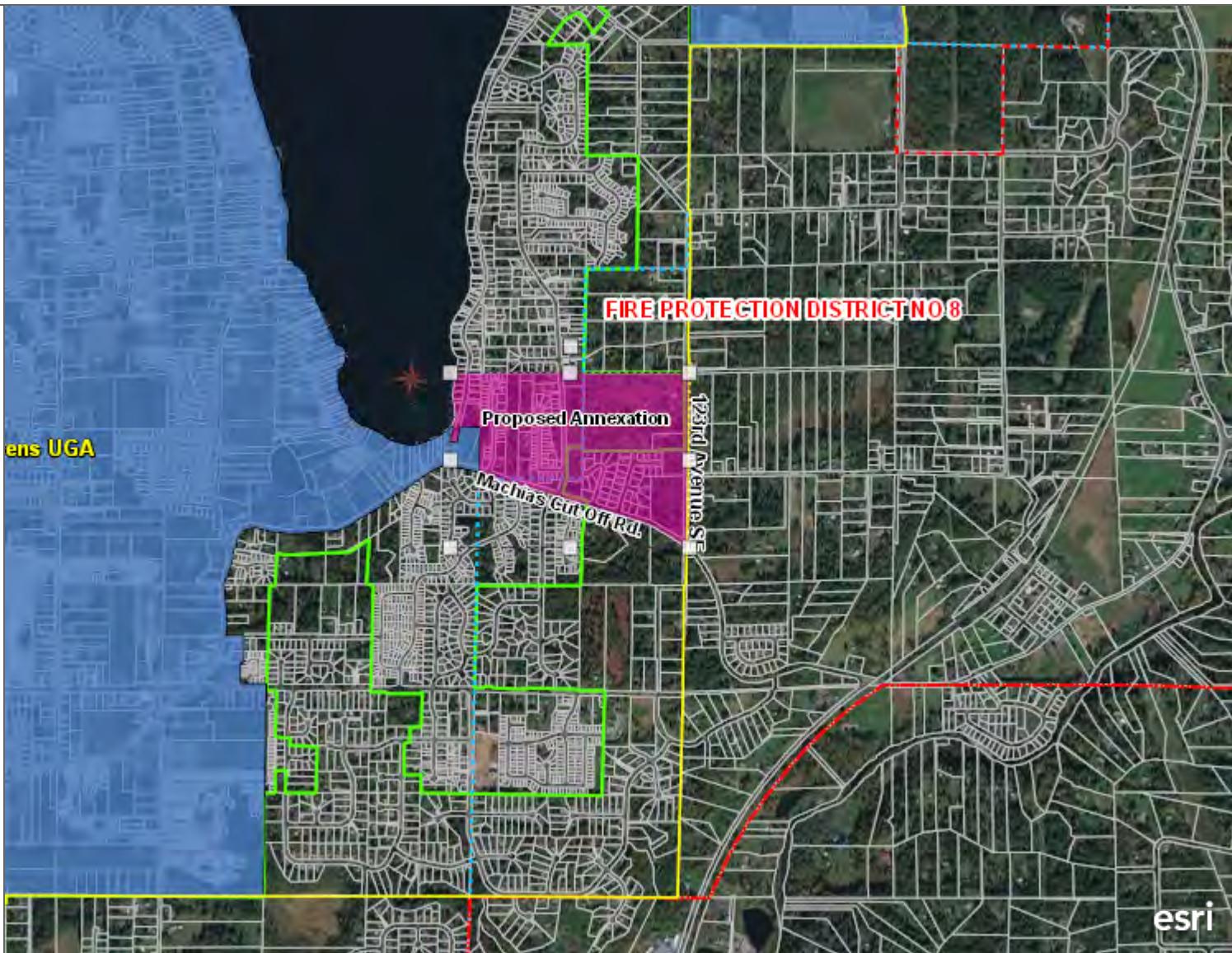
Lk. Stevens School Dist.



Lk Stevens Sewer Dist.



Parcel Boundaries



Rhodora NOI Packet

USDA FSA, DigitalGlobe, GeoEye, CNES/Airbus DS



LAKE STEVENS CITY COUNCIL
STAFF REPORT

Council Agenda Date: September 25, 2018

Subject: Acceptance of 10 Percent Adrian Annexation Petition/Authorization of 60 Percent Petition
Circulation

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

RECOMMENDATION(S)/ACTION REQUESTED OF COUNCIL:

Accept the 10 percent annexation petition and authorize the circulation of 60 percent petition for the Adrian Annexation pursuant to Resolution 2018-27. Further, recommend the simultaneous adoption of land use and zoning designations and require the assumption of a proportionate share of the existing City indebtedness.

DISCUSSION:

On August 22, 2018, the City of Lake Stevens received an annexation petition signed by the property owner representing more than 10 percent of the assessed value in the Adrian Annexation area (Attachment 1). The property consists of one parcel and is approximately 5.4 acres and the petitioners own 100 percent of the land value within the proposed annexation area (Attachments 3).

In 2016, Council passed Resolution 2016-21 Annexation Plan establishing an annexation strategy for the remaining Lake Stevens UGA. While a schedule was not set for the annexation of this section of the UGA, the resolution did indicate proposed zoning designations (Attachment 4).

Resolution 2016-21 (Attachment 4) calls for the subject property in the Adrian Annexation to be zoned Suburban Residential (SR) as depicted in Area 4 on Exhibit A1 of the resolution. Staff is recommending that Council designate the property as Urban Residential (UR) through the attached resolution, 2018-27 (Attachment 1). Existing UR zoning abuts the subject property on the north and west sides, 16th St NE abuts the property on the south and the Centennial Trail is to the east. The rest of Area 4 is on the south side of 16th St NE and no other zoning changes are recommended (Attachment 2). Additionally, the property owner requesting to be annexed also owns the abutting parcel to the north, currently zoned UR. Adopting the UR zoning by resolution would create a contiguous group of UR parcels. The existing Snohomish County zoning designation is R-20,000.

ATTACHMENTS

- Attachment 1 – Draft Resolution 2018-27 with Exhibits
- Attachment 2 – Annexation Vicinity Map (prepared by City)
- Attachment 3 – Parcel Data of Subject Property
- Attachment 4 – Annexation Plan Resolution 2016-21

CITY OF LAKE STEVENS
LAKE STEVENS, WASHINTON

RESOLUTION NO. 2018-27

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LAKE STEVENS, WASHINGTON ACKNOWLEDGING THE RECEIPT OF A LETTER OF INTENT TO PROCEED WITH A PROPOSED ANNEXATION TO THE CITY PURSUANT TO RCW 35A.14.120; APPROVING ZONING AND COMPREHENSIVE PLAN DESIGNATIONS UPON ANNEXATION; REQUIRING ASSUMPTION OF CITY INDEBTEDNESS AND AUTHORIZING THE CIRCULATION OF ANNEXATION PETITIONS.

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 into 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 recently reviewed the City's annexation strategy to determine its consistency with current practices, policies and procedures; and

WHEREAS, a notice from a property owner signifying their intention to commence annexation proceedings pursuant to RCW 35A.14.120 has been filed with the City (Exhibit A). The proposed annexation area is shown on the Exhibit B map. This area is contiguous with the existing City limits, lies within unincorporated Snohomish County, consists of an area of approximately 5.4 acres, bounded on the north and west by the City's boundaries, on the south by 16th ST NE, and on the east by Centennial Trail. Said unincorporated area is within the City's Urban Growth Area; and

WHEREAS, pursuant to RCW 35A.14.120, the signed property-owner letter represents more than ten (10) percent of the current total assessed value of all parcels in the proposed annexation area; and

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

SECTION 1. The Lake Stevens City Council approves in principle the initiation of annexation proceedings pursuant to RCW 35A.14.120 for the area described in Exhibits B and C and authorizes the circulation of 60% petitions for annexation within the area in accordance with the requirements of RCW 35A.14.120.

SECTION 2. The area described in Exhibits B and C, if annexed, 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 Exhibits B and C, if annexed, shall be designated in the City's Comprehensive Plan as MDR (Medium Density Residential) and on the City's Zoning Map as UR (Urban Residential).

SECTION 4. A certified copy of this resolution, together with a copy of the letter of intention to commence annexation proceeding shall be filed with the Snohomish County Boundary Review Board in accordance with its procedures.

SECTION 5. Petitions for annexation to be circulated as authorized by this resolution shall set forth clearly the decision of the Lake Stevens City Council in Sections 2 and 3 hereof, regarding the assumption of indebtedness and the zoning of the properties upon annexation and shall be on petition forms as approved by the City.

PASSED by the City Council of the City of Lake Stevens this 25th day of September, 2018.

John Spencer, Mayor

ATTEST:

Kathy Pugh, City Clerk

APPROVED AS TO FORM:

Grant K. Weed, City Attorney

**NOTICE OF INTENT TO ANNEX PURSUANT TO RCW 35A.14.120 – ADRIAN ANNEXATION****DECLARATION**

We, the undersigned, are owners of real property lying outside of the corporate limits of the city of Lake Stevens, Washington, but contiguous thereto and designated as part of the Lake Stevens Urban Growth Area.

Pursuant to RCW 35A.14.120, we, the undersigned, owning in excess of 10% of the total assessed valuation of the area formed by our property and that between and abutting the city of Lake Stevens; do hereby give notice and declare our intention to circulate a petition for annexation to the city of Lake Stevens, Washington. It is acknowledged that this petition may consist of multiple documents filed separately.

AUTHORIZATION

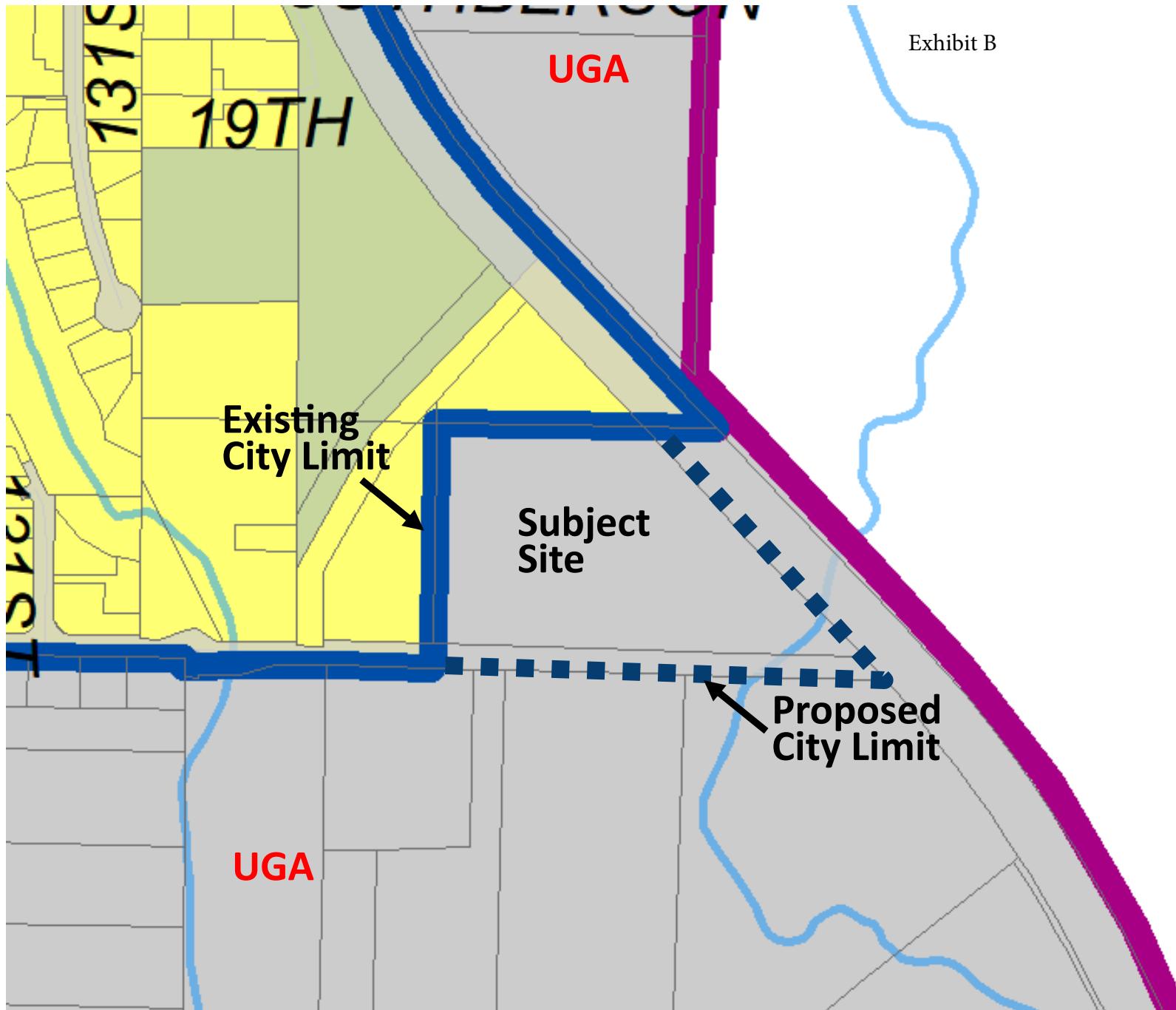
Printed names and signatures of all persons having an interest in real property in the area formed by their property and that between and abutting the city of Lake Stevens whose consent is required by virtue of such interest to authorize the filing of this notice are hereto attached.

Name of Property Owner (Print Clearly)	Signature of Property Owner	Date Signed	Property Address or Assessors Parcel Number
EDWARD W. and PATTI A. Adrian	Patti A. Adrian Ed W. Adrian	8/22/16	29060900300500

RETURN TO: City of Lake Stevens
1812 Main Street, P.O. Box 257
Lake Stevens, WA 98258-0257

Who can I call for more information?

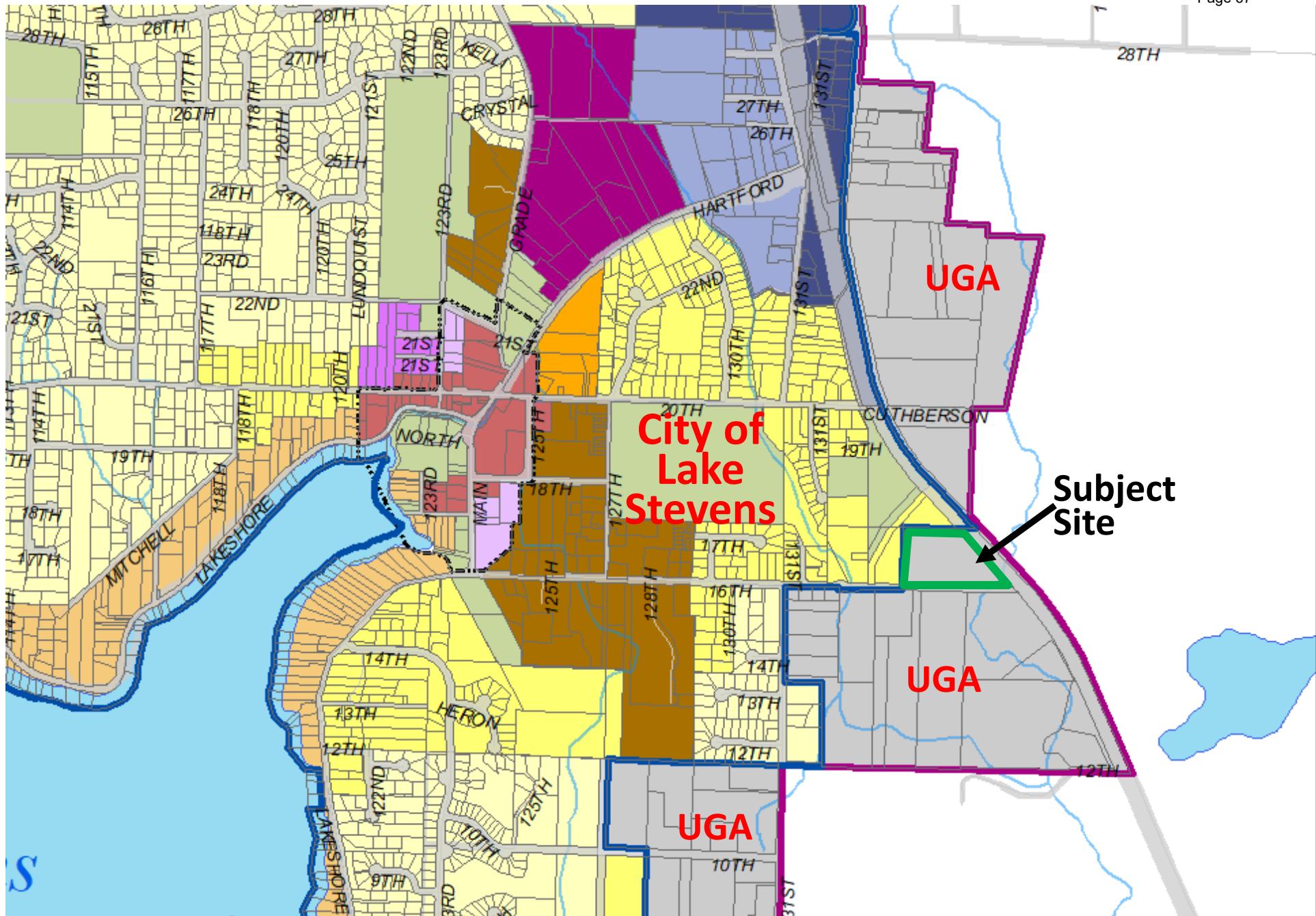
For questions regarding the annexation process or for general information regarding land use and zoning, Planning and Community Development at 425.377.3219



Legal Description of Adrian Annexation:

SEC 09 TWP 29 RGE 06BEG NW COR SW1/4 TH E 330 FT TH S 340FT TH E 302.6FT TH S TO S LN NW1/4 SW1/4 & TPB TH N 450FT M/L TH E TO NP RR R/W TH SELY ALG SD R/W TO N LN CO RD TH W ALG N LN CO RD TPB LESS BAAP AT A FENCECOR ON N R/W FENCE OF ROBINETT RD FR WH PT SW COR SEC 9 BEARS S25*02 00W A DIST OF 1500.44FT TH N ALG N/S FENCE 202.34FT CROSS A 26INCH PIPE LN THCONT ALG SD FENCE 49.98FT TAP FOR COR TH N30*01 00E 231.05FT TAP FOR A COR TH E 150FT M/L TAP 450FT M/L N FR S LN NW1/4 NW1/4 TH S42*02 00W 100.84FT M/L TH 230*01 00W 293.67FT TAP FOR CORTH S 138.96FT TAP ON N R/W FENCE SD ROBINETT RD TH W ALG SD R/W FENCE 50FT TO TPB & ALSO LESS ALL THAT PTN FOLG DESC PPTY LY WHN HEREIN DESC PPTY BEG AT A PT ON N LN OF SD NE1/4 SW1/4 330FT E OF NW COR TH OF TH S 330FT M/L TO NW COR GRAVEL PIT AS CONVYD TO SNO CO AUDS FILE NO 249583 TH E 302.6FT TO NE COR OF TR CONVYD TO SNO CO BY AUDS FILE NO 4932321 TH S 1022FT M/L TO S LN OF NW1/4 SW1/4 TH E ALG SD S LN FOR 260FT M/L TAP 892.63FT E OF AS MEAS ALG SD S LN OF SD NW1/4 SW1/4 TH N AT R/A TO S LN 480FT TH W PLW S SD NW1/4 SW1/4 50FT M/L TO E LN OF EL PASO GAS CO R/W BDY TH SWLY ALG SD R/W TO S LN OF NW1/4 SW1/4 TH E ALG SD S LN TO TPBLESS S 15FT TO CO FOR RD BY QCD REC IN VOL 169 PG 193 & ALSO LESS N 15FT OF S 30FT TO CO FOR ADDITIONAL RD R/W BY QCD REC IN VOL 1339 PG 222 UNDERAF NO 7807060158 & ALSO LESS ALL THAT PTN LY NWLY OF 100FT R/W OWNED BY EL PASO NATURAL GAS CO. CONVYD BY AF NO. 2200916

INCLUDING THE ABUTTING PORTION OF RIGHT-OF-WAY CALLED 16TH ST SE





Planning and Development Services Property Report

About the Property Report

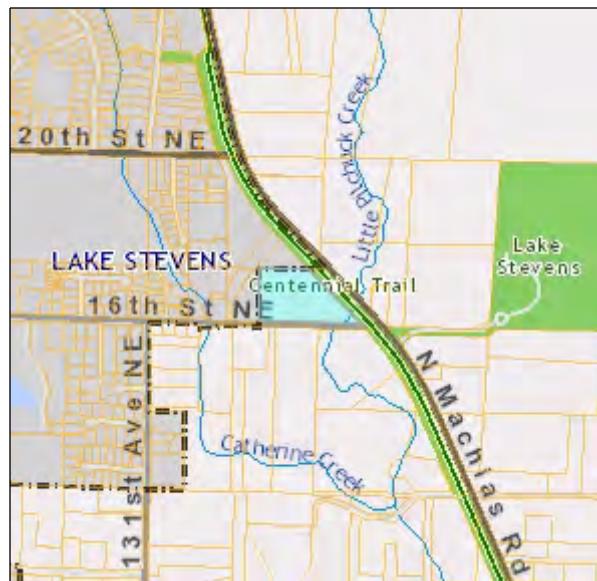
This report contains information regarding the subject property. This information may be useful for land developers, agents, and planners when analyzing potential land use changes.

The information in this report was compiled from the Snohomish County geographic information system (GIS). Data sources include several Snohomish County departments as well as federal, state, and local agencies.

Please note that all information contained in this report is subject to the disclaimer as noted at the bottom of each page and the end of the report.

Larger-sized map images are included at the end of this report.

Report Generated On: 9/18/2018 10:19:42 AM



Significant information that can affect permitting are displayed in **red text**.

General Location Info

Site Address: 13329 16TH ST NE
City: LAKE STEVENS
Zip: 98258-9733

Tax Parcel Number: 29060900300500

QTR-Sec-Twp-Rng: SW 9 T29N R 6E

Latitude / Longitude:
(NAD83) Lat=48.012318
Long=-122.049687
WA State Plane North Zone:
(NAD83, US Feet) X=1,342,716.27
Y=371,613.33
County Road Atlas Page: 93

Administrative Info

Land Use Jurisdiction: City of Lake Stevens : Snohomish County
Tribal Lands Status: **Non-tribal land**
Tribal Lands Name: **Non-tribal land**



Planning and Development Services Property Report

Planning Info

Future Land Use (FLU):	CITY : P/I : ULDR
FLU Description:	Incorporated City : Public/Institutional Use : Urban Low Density Residential (4 DU/Acre)
Zoning:	CITY : R-20,000
Zoning Description:	City : Residential 20,000 sq. ft.
QTR-Sec-Twp-Rng:	SW 9 T29N R 6E
Tax Parcel Number:	29060900300500
Urban Growth Area (UGA):	Lake Stevens UGA
Municipal UGA:	Not in a Municipal Urban Growth Area
Transportation ILA:	Not in an Transportation Interlocal Agreement Area
TDR Sending Area:	Not in a TDR Sending area
TDR Receiving Area:	Not in a TDR Receiving area
Snow Load Factor:	0.055
Snow Load:	To obtain snow load value, turn on 'Snowload' layer in interactive map and click on the area of interest
No-Shooting Area:	Inside a No-shooting Area (SCC 10.12)
Lot Status:	Unconfirmed
SCC 30.23.040 (22) Applies:	Minimum Lot Size does not apply {per SCC 30.23.040(22)}
Transportation Services Area:	B
Mineral Resource Type:	Not in an Mineral Resource area
Mineral Resource Name:	Not in a mineral resource overlay area
Shoreline Management Area:	In a Aquatic Shoreline Management Area : In a Urban Shoreline Management Area



Planning and Development Services Property Report

Assessor Info

Tax Parcel: 29060900300500

Owner Name: ADRIAN EDWARD W & PATTI A

Taxpayer of Record:
(maintained by Treasurer) ADRIAN EDWARD W & PATTI A

Site Address: 13329 16TH ST NE
City: LAKE STEVENS
Zip: 98258-9733

Use Code: 111 Single Family Residence - Detached

Gross Size (acres): 5.38

Land Value: \$244,100
Improvement Value: \$205,500

Total Value: \$449,600

Tax Year: 2018
Assessment Date: 01/01/2017

Property Account Summary: https://www.snoco.org/proptax/search.aspx?parcel_number=29060900300500

Permit Information: <http://www.snoco.org/app/pds/permitstatus/PDS-ParcelList.aspx?PN=29060900300500>



Planning and Development Services Property Report

District Info

Council District:	County Council District 5
Fire District:	Lake Stevens Fire
Fire Authority:	Not in a Fire Authority area
School District:	Lake Stevens School District 4
Sewer District:	Lake Stevens Sewer District
Water District:	Not in a water district
Water Provider (CWSP):	Snohomish PUD (Integrated System) : Snohomish PUD (Lake Stevens)
Park District:	Lake Stevens Park And Recreation
Park Service Area:	Centennial
Drainage District:	Not in a drainage district
Diking District:	Not in a diking district
Flood Control District:	Not in a flood control district

Notification Info

Agriculture Notification Area:	Not within an agriculture notification area
Lahar Volcanic Notice (200 ft):	Not in a lahar hazard area
Commercial Forrest Notice (500 ft):	Not within 500 ft of a commercial forest
Mineral Resource Notice (2000 ft):	Not within 2,000 ft of a Mineral Resource Overlay area
Paine Field Airport:	Not within 20,000 ft of Paine Field
Airpark:	No airparks within 2500 ft
Airport Compatibility Area:	Not within an airport compatibility area
Airport Influence Area:	Not within an airport influence area



Planning and Development Services Property Report

Critical and Physical Info

Watershed Name:	Snohomish watershed	
Aquifer Sensitivity:	High Aquifer Sensitivity : Low Aquifer Sensitivity	
Elevation: (NAVD88, US Feet)	Approximately 180.2 to 236.7 ft	
Sub-basin Name:	Lake Stevens : Little Pilchuck Creek sub-basin	
Hydric Soils:	Y Hydric soils present	
Basin Name:	Snohomish	
Flood Hazard Area:	A portion of the parcel is inside the flood hazard area	
Sole Source Aquifer:	Not in a sole source aquifer	
Water Resource Inventory Area:	WRIA 7	
Flood Plain 100yr:	Floodway Fringe Area	
Critical Aquifer Recharge Area:	Not in a critical aquifer recharge area	
Geology (erodible surface):	Alluvium : Vashon till	
Soil Type:	BELLINGHAM SILTY CLAY LOAM : EVERETT GRAVELLY SANDY LOAM, 0 TO 8 PERCENT SLOPES : RAGNAR FINE SANDY LOAM, 0 TO 8 PERCENT SLOPES	
National Wetlands Inventory:	No NWI wetlands present	
Wetlands (Snoco):	No PDS wetlands present	
Wetlands Last Edited:	No PDS wetlands present	
Steep Slopes (> 33%):	Steep slopes present	
Landslide Hazard Area:	Possible known landslide or within modeled LHA	More Information: SCC 30.62B.340
Mine Hazard:	No mines within 200 feet	
Pipelines:	Within 1,000 ft of a petroleum pipeline	
Levees:	No levees within 1,000 feet	
Levees Source:	No levee on the property	
Data Compiled On:	09/17/2018	



Planning and Development Services Property Report

Parks (within 1/2 mile)

Lake Stevens
Centennial Trail

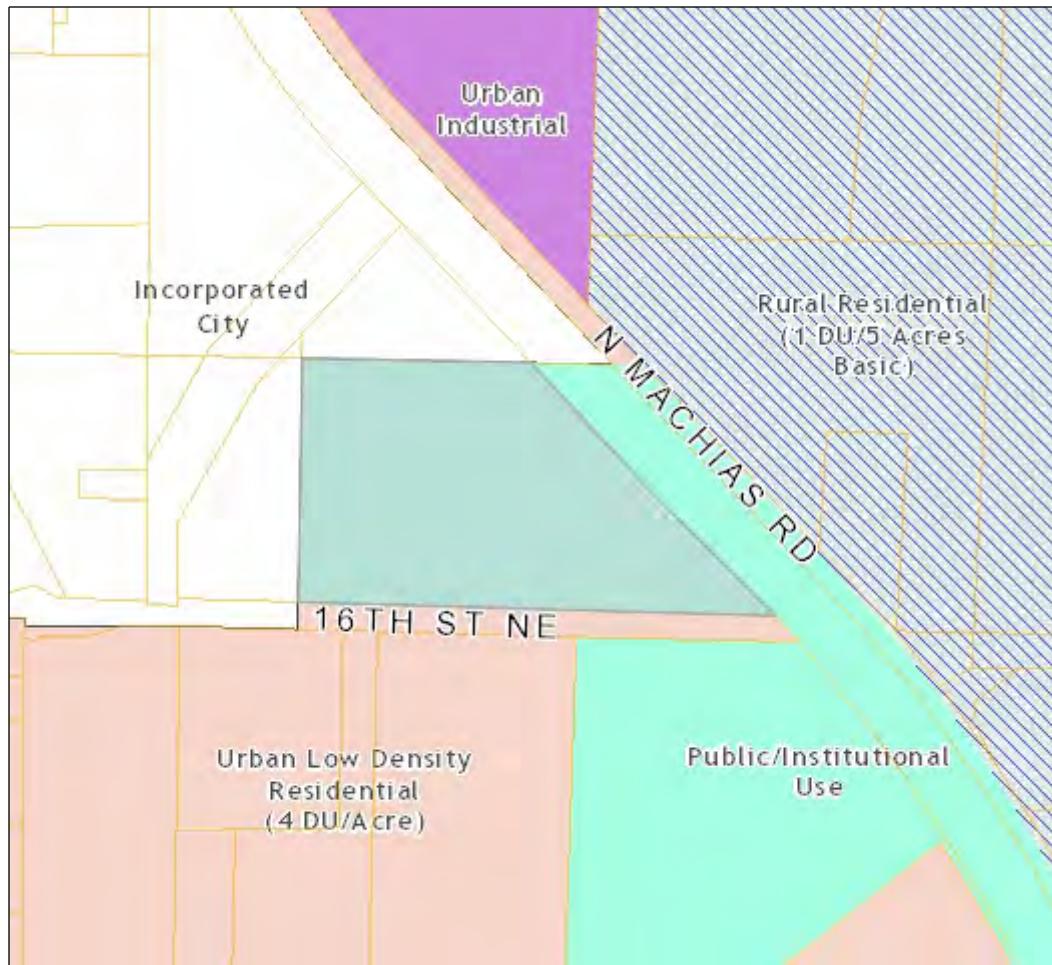
Schools (within 1/2 mile)

Mt Pilchuck Elementary School

Bus Stops (within 1/2 mile)

127th Ave NE & 18th St NE
127th Ave NE & 18th St NE
16th St NE & 127th Ave NE

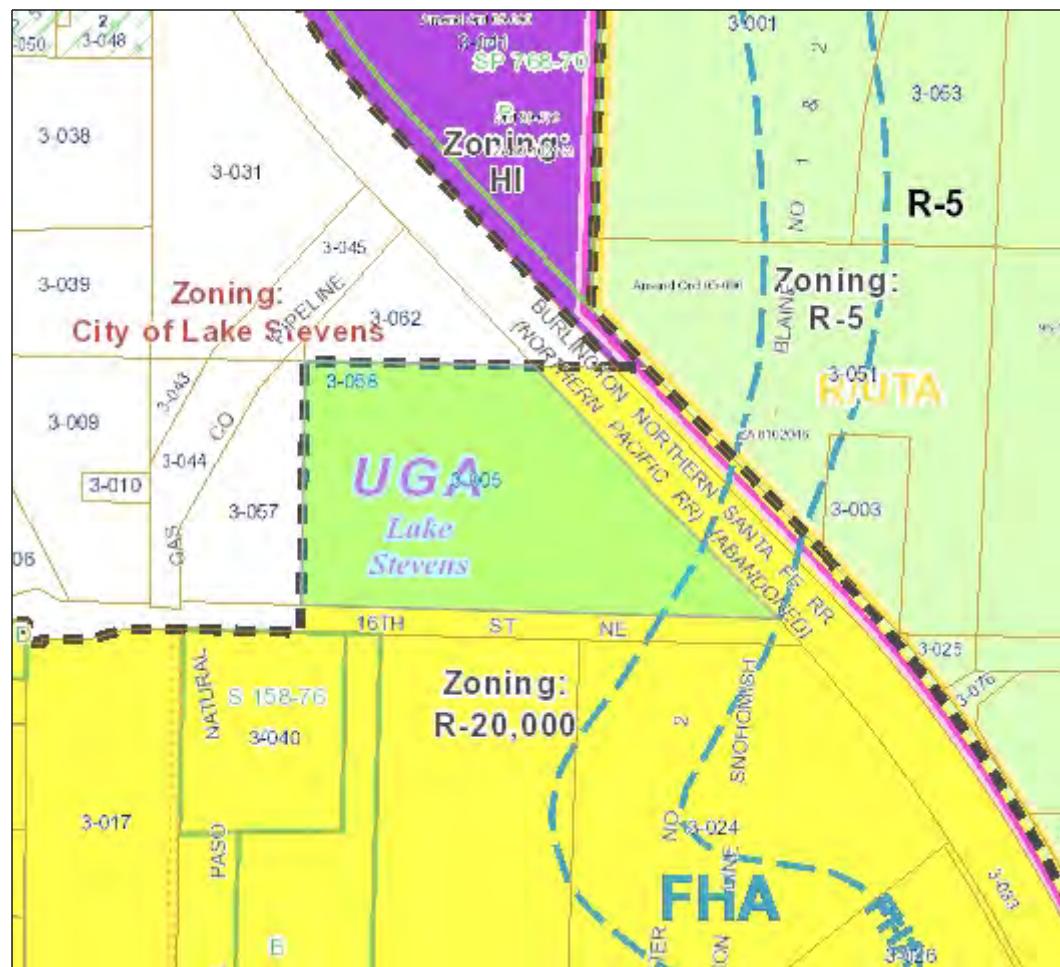
Future Land Use Map





Planning and Development Services Property Report

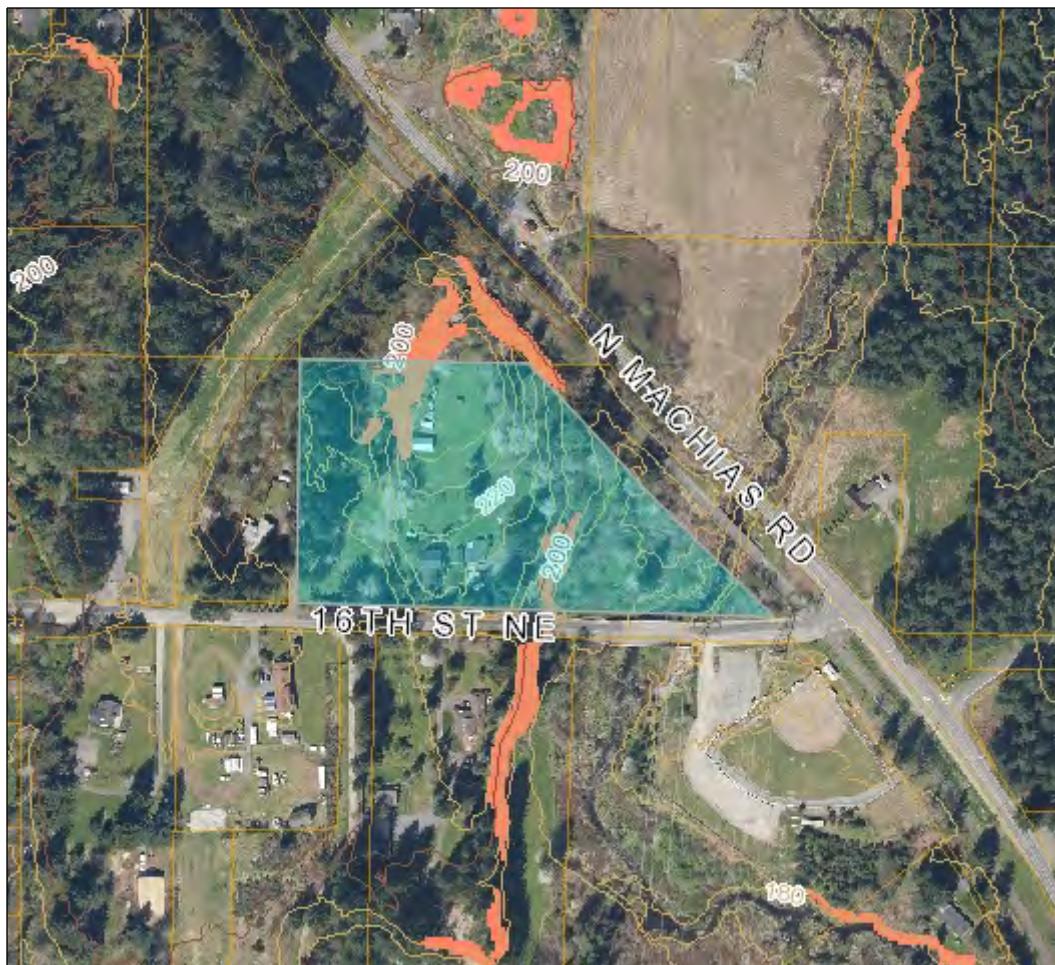
Zoning Map





Planning and Development Services Property Report

2015 Aerial Photo Map



Disclaimer: All maps, data, and information set forth herein ("Data"), are for illustrative purposes only and are not to be considered an official citation to, or representation of, the Snohomish County Code.

Amendments and updates to the Data, together with other applicable County Code provisions, may apply which are not depicted herein.

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RESOLUTION NO. 2016-21

**A RESOLUTION OF THE CITY OF LAKE STEVENS, WASHINGTON,
ADOPTING AN ANNEXATION PLAN AND RECOMMENDING
ZONING FOR FUTURE ANNEXATION AREAS**

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 into 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 Council has recently reviewed the City's annexation strategy to determine whether it is consistent with current practices, policies and procedures; and

WHEREAS, the City is preparing an Annexation Plan that provides an annexation strategy for the orderly transfer and transition of unincorporated territories within the Lake Stevens UGA into city limits; and

WHEREAS, the Council deems it necessary, appropriate and in the public interest to identify preferred Land Use and Zoning designations for the future annexation areas for consistency with the Comprehensive Plan.

NOW, THEREFORE, BE IT RESOLVED:

That the City Council of the City of Lake Stevens, Washington, does hereby accept and adopt the Annexation Plan set forth herein.

Section 1. Following Land Use Goal 2.9 of the Lake Stevens Comprehensive Plan, the City will support and promote the timely annexations of unincorporated areas within the City's UGA into the City in a manner that is fiscally responsible to ensure the City is able to provide a high level of urban service.

Section 2. Prior to initiating or accepting an annexation of unincorporated areas, within the Lake Stevens UGA, the City will consider the recommended sequence, proposed annexation methods and preferred land use / zoning designations as identified and attached to this resolution.

1. The attached Future Annexation Areas Maps (Exhibit A1 and A2) depict the Future Annexation Areas.
2. The attached recommended Annexation Sequence Table (Exhibit B) identifies a timeline for annexing Future Annexation Areas (FAA's) within the Lake Stevens UGA, preferred land use /zoning designations and proposed annexation methods authorized pursuant to Chapter 35A.14 RCW.
3. The City will consider citizen-initiated petition method annexations, on a case-by-case basis, when such annexations are supported by the technical review of factors considered in annexation proposals identified in this resolution and the Comprehensive Plan.

Section 3. Prior to initiating or accepting an annexation, the City will analyze Boundary Review

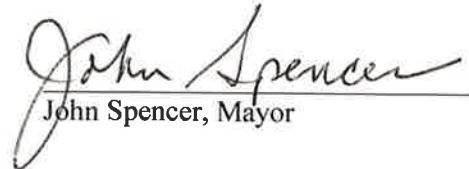
Board objectives, as specified in RCW 36.93.170 and 36.93.180.

1. In considering all annexations, the City will evaluate the factors outlined in RCW 36.93.180:
 - a. Population and territory; population density; land area and land uses; comprehensive plans and zoning, as adopted under chapter 35.63, 35A.63, or 36.70 RCW; comprehensive plans and development regulations adopted under chapter 36.70A RCW; applicable service agreements entered into under chapter 36.115 or 39.34 RCW; applicable interlocal annexation agreements between a county and its cities; per capita assessed valuation; topography, natural boundaries and drainage basins, proximity to other populated areas; the existence and preservation of prime agricultural soils and productive agricultural uses; the likelihood of significant growth in the area and in adjacent incorporated and unincorporated areas during the next ten years; location and most desirable future location of community facilities;
 - b. Municipal services; need for municipal services; effect of ordinances, governmental codes, regulations and resolutions on existing uses; present cost and adequacy of governmental services and controls in area; prospects of governmental services from other sources; probable future needs for such services and controls; probable effect of proposal or alternative on cost and adequacy of services and controls in area and adjacent area; the effect on the finances, debt structure, and contractual obligations and rights of all affected governmental units; and
 - c. The effect of the proposal or alternative on adjacent areas, on mutual economic and social interests, and on the local governmental structure of the county.
2. In considering all annexations, the City will evaluate preservation of existing neighborhoods, consider natural physical boundaries e.g., bodies of water, highways and land contours; preserving logical service areas; preventing abnormal or irregular boundaries; and adjusting of impractical boundaries outlined in RCW 36.93.180.
3. The City will support and promote the annexation and logical extension of urban services (e.g., sewer, water, stormwater, etc.) following annexation within the UGA to implement the City's adopted comprehensive land use plan. Implementation measures will include adherence to the City's land use designations, development standards, utility codes, and neighborhood annexation and development strategies contained within the comprehensive plan.

Section 4. The provisions of this resolution are guidelines, which are intended to maximize coordination with Snohomish County that the City Council may (but is not compelled to) consider when reviewing an annexation proposal. This Resolution does not serve to rezone any property and is intended solely for the purpose of identifying zoning preferences in advance of future annexations. Nothing in this resolution shall be construed as limiting the discretion of the City Council or dictating any result in annexation review. Failure of the City Council to consider or implement the terms of this resolution shall not serve as grounds for Snohomish County or any other party to challenge an annexation.

PASSED by the City Council and APPROVED by the Mayor of the City of Lake Stevens, at a regular meeting held this 25th day of October 2016.

CITY OF LAKE STEVENS, WASHINGTON


John Spencer, Mayor

ATTEST:


Barb Stevens, City Clerk

APPROVED AS TO FORM:

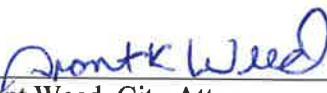

Grant Weed, City Attorney

Exhibit A1

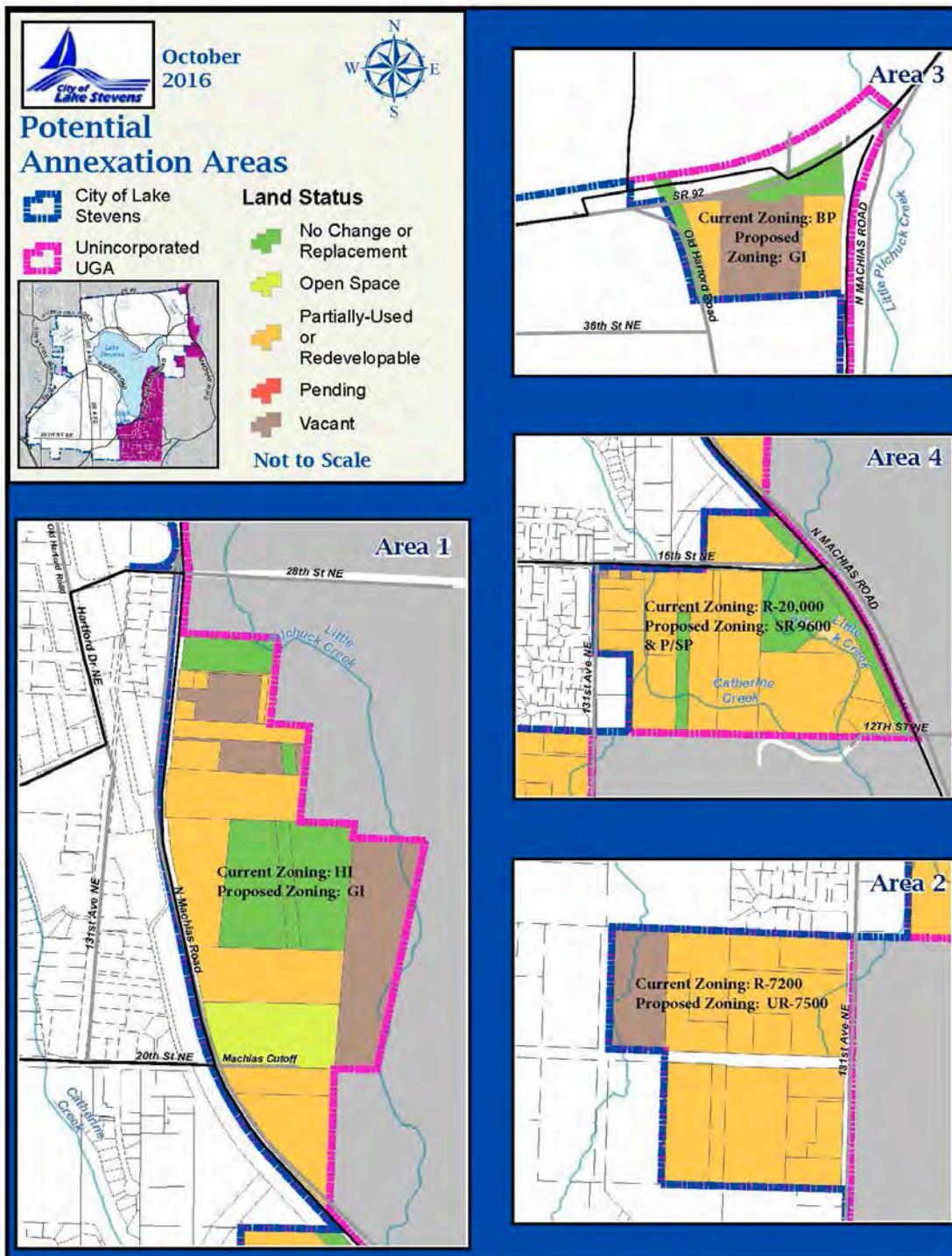


Exhibit A2

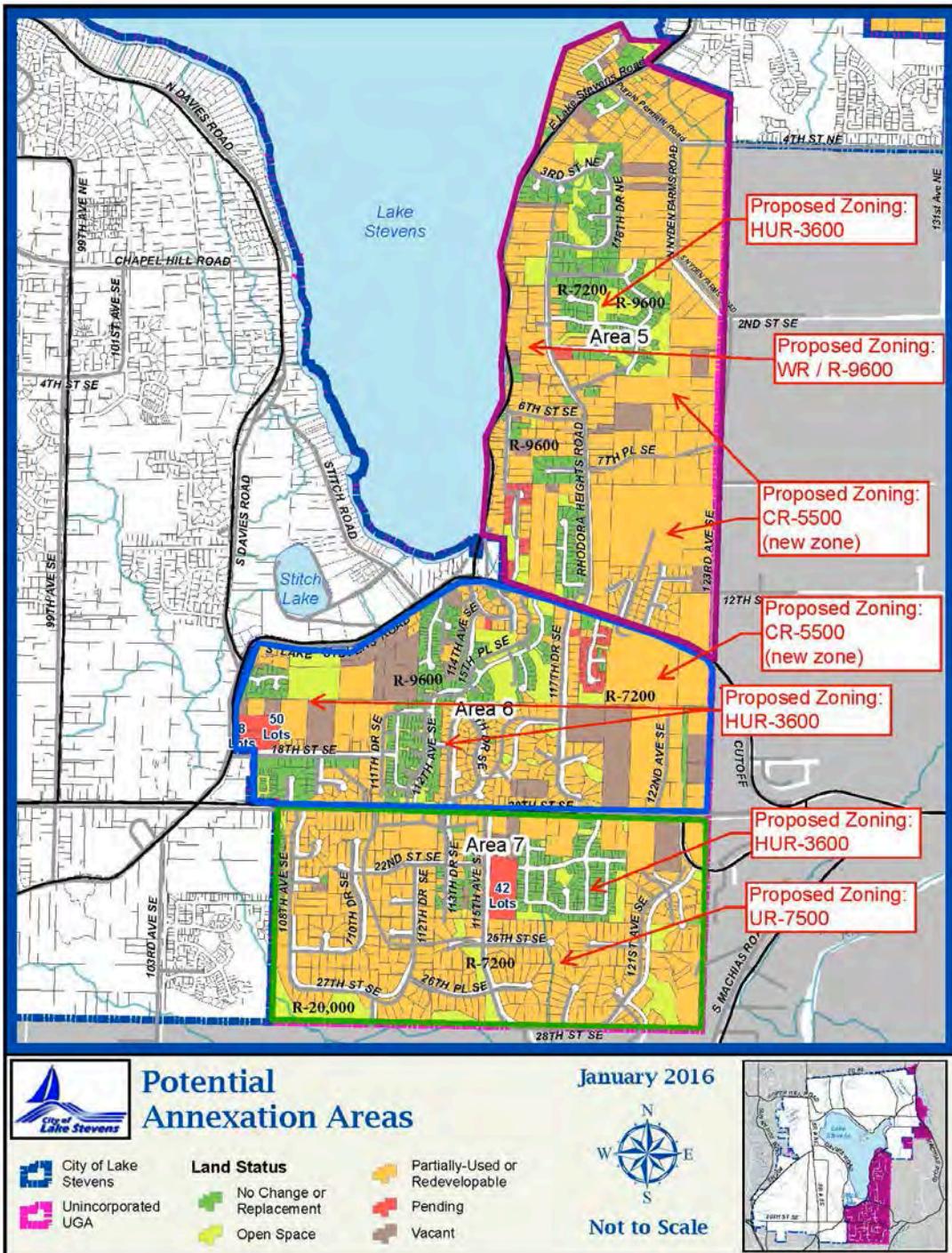


Exhibit B

Annexation ID	Future Annexation Area	Acres	Potential Annexation Methods	Proposed Zoning	Timing
Northern					
Area 1	Machias Industrial	App. 60	Election or Petition	General Industrial	4 th Quarter 2016
Area 2	131 st Ave NE	App. 36	Election or Petition	UR-7500	1 st Quarter 2017
Area 3	Northeastern Industrial	App. 16	Election or Petition	General Industrial	2 nd Quarter 2017
Area 4	Pilchuck / Bonneville	App. 70	Election or Petition Bonneville Field - Municipal	SR-9600 Public/Semi-Public	3 rd Quarter 2017
Southern					
Area 5	East Lake	App. 400 acres	Election or Petition	HUR – 3600 WR / SR 9600 CR – 5500 (Compact Residential new zone)	TBD
Area 6	South Lake Stevens Road	App. 300 acres	Election or Petition	HUR – 3600 SR 9600 CR – 5500 (new zone)	TBD
Area 7	20 th Street SE	App. 300 acres	Election or Petition	HUR – 3600 SR 9600 UR – 7500	TBD
West (not mapped)					
Area 8	West Lake Stevens	App. 5 acres	Election or Petition	UR – 7500	TBD



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LAKE STEVENS CITY COUNCIL
STAFF REPORT

Council Agenda Date: September 25, 2018

Subject: Lake Stevens Business License Code Amendment

Contact

Person/Department: Jill Meis, Associate Planner **Budget Impact:** N/A

RECOMMENDATION(S)/ACTION REQUESTED OF COUNCIL: Adopt Ordinance No. 1033 Amending Lake Stevens Municipal Code (LSMC) Title 4, Section 4.04.040 and adding a new section 4.05.045.

SUMMARY

In the 2017 legislative session, EHB 2005 (RCW 35.90) passed requiring three actions by cities with business license and local B&O taxes:

- Requires cities with business licenses to establish a workgroup to create a model business license with a licensing threshold by July 2018;
- Requires all cities with business license to administer their business license through Business Licensing System (BLS) by 2022; and
- Establishes a task force on local B&O tax service apportionment under RCW 35.102.130.

As required by RCW 35.90 this Ordinance No. 1033 includes a definition of “engaging in business” and sets a minimum threshold exemption of up to \$2000 to establish when out-of-town or transient businesses are required to obtain a city business license. The other requirements have been addressed, the city has been using BLS for administration of business licenses and the city does not collect B&O taxes therefore, this does not apply. By adopting this ordinance, the city will be compliant with RCW 35.90.

ATTACHMENTS:

A: Ordinance 1033

ATTACHMENT A

CITY OF LAKE STEVENS
LAKE STEVENS, WASHINGTON

ORDINANCE NO. 1033

AN ORDINANCE OF THE CITY OF LAKE STEVENS, WASHINGTON AMENDING LAKE STEVENS MUNICIPAL CODE (LSMC) TITLE 4, SECTION 4.04.040 EXEMPTIONS, ADDING A NEW SECTION 4.04.045 ENGAGING IN BUSINESS, AND PROVIDING FOR SEVERABILITY AND AN EFFECTIVE DATE.

WHEREAS, the City of Lake Stevens requires business owners to obtain a business license to do business within the City; and

WHEREAS, the Washington State Legislature adopted legislation in 2018 (2018 Model Threshold Legislation) requiring cities to adopt a mandatory definition of “engaging in business” and a minimum threshold exemption to establish when out-of-town or transient businesses are required to be licensed; and

WHEREAS, the 2018 Model Threshold Legislation requires that all business license cities must adopt the model threshold language by December 31, 2018, and that cities currently partnering with Business Licensing Services (BLS) must adopt the model threshold language by October 17, 2018 in order to comply with the 75-day notice requirements of changes to their business licenses; and

WHEREAS, the City of Lake Stevens partners with the Washington State Business Licensing Services for the purposes of receiving and processing business license applications; and

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

Section 1. LSMC 4.04.040 Exemptions is hereby amended to add subsection (10) as follows:

4.04.040 Exemptions.

(a) The following shall be required to submit a completed license application to the Planning and Community Development Department to determine if they are exempt from the licensing requirements, but shall not be required to pay a license fee:

(1) All honorably discharged veterans exempt from paying license fees as provided in RCW 73.04.050, Right to peddle, vend, sell goods without license - License fee on business established under act of congress prohibited, and RCW 73.04.060, Right to peddle, vend, sell goods without license - Issuance of license, as the same exist or may hereinafter be amended.

(2) Sales of any fruits, vegetables, berries, butter, eggs, fish, milk, poultry, meat, etc., or other farm products or edibles raised, caught, produced, or manufactured within the State of Washington and sold by the farmer or gardener raising, catching, producing or manufacturing the same.

(b) The following shall be exempt from the licensing provisions of this chapter:

(1) Nonprofit and not-for-profit activities and fundraising sales carried on by religious, charitable, educational, benevolent, fraternal or social organizations which have been determined by the Internal Revenue Service (IRS) of the United States to be exempt from the payment of income tax;

(2) Nonprofit and not-for-profit activities and fundraising sales carried on by corporations registered as nonprofit by the Secretary of State's Office;

(3) Casual sale of items of personal property where the person conducting such sale is not regularly engaged in the business of selling items of personal property (for example, garage sales, service agency bake sales); such sales shall not exceed four sales per year;

(4) Public utility companies, or any instrumentality of the United States, State of Washington, or political subdivisions thereof with respect to the exercise of governmental functions;

(5) All special events including vendors in a temporary bazaar or community fair for which a land use permit has been issued to the sponsor thereof as defined in Section 14.16C.065, Events, and Section 14.40.010, Table of Permissible Uses;

(6) Minors engaged in baby-sitting, delivery of newspapers, lawn mowing, car washing, and similar activities where no other person is employed by the minor;

(7) Any nonresident business where the only event occurring within the City is the mere delivery of goods or merchandise sold at business premises located outside of the City;

(8) Any nonresident business where the only event occurring within the City is the mere rental of a postal box located at the United States Post Office facility within the City; provided, however, that any person claiming such an exemption shall provide the Planning and Community Development Department with a copy of a valid and current business license issued by the jurisdiction in which the business has a fixed location to qualify for said exemption;

(9) Sales conducted as fundraisers for youth athletic, scouting, or educational organizations. By way of illustration and not limitation, these organizations may include Boy Scouts and Girl Scouts, youth soccer, basketball, football, softball, and other youth athletic organizations. (Ord. 957, Sec. 1 (Exh. A), 2016; Ord. 811, Sec. 8, 2010; Ord. 750, Sec. 2, 2007)

(10) To the extent set forth in this section, the following persons and businesses shall be exempt from the registration, license and/or license fee requirements as outlined in this chapter:

(a) Any person or business whose annual value of products, gross proceeds of sales, or gross income of the business in the city is equal to or less than \$2,000 and who does not maintain a place of business within the city shall be exempt from the general business license requirements in this chapter. The exemption does not apply to regulatory license requirements or activities that require a specialized permit.

Section 2: LSMC 4.04 is hereby amended to add a new subsection 4.04.045 as follows:

4.04.045 Engaging in business.

(a) The term "engaging in business" means commencing, conducting, or continuing in business, and also the exercise of corporate or franchise powers, as well as liquidating a business when the liquidators thereof hold themselves out to the public as conducting such business.

(b) This section sets forth examples of activities that constitute engaging in business in the City, and establishes safe harbors for certain of those activities so that a person who meets the criteria may engage in de minimis business activities in the City without having to pay a business license fee. The activities listed in this

section are illustrative only and are not intended to narrow the definition of “engaging in business” in subsection (a). If an activity is not listed, whether it constitutes engaging in business in the City shall be determined by considering all the facts and circumstances and applicable law.

(c) Without being all inclusive, any one of the following activities, conducted within the City by a person, or its employee, agent, representative, independent contractor, broker or another acting on its behalf constitutes engaging in business and requires a person to register and obtain a business license.

(1) Owning, renting, leasing, maintaining, or having the right to use, or using tangible personal property, intangible personal property, or real property permanently or temporarily located in the City.

(2) Owning, renting, leasing, using, or maintaining, an office, place of business, or other establishment in the City.

(3) Soliciting sales.

(4) Making repairs or providing maintenance or service to real or tangible personal property, including warranty work and property maintenance.

(5) Providing technical assistance or service, including quality control, product inspections, warranty work, or similar services on or in connection with tangible personal property sold by the person or on its behalf.

(6) Installing, constructing, or supervising installation or construction of, real or tangible personal property.

(7) Soliciting, negotiating, or approving franchise, license, or other similar agreements.

(8) Collecting current or delinquent accounts.

(9) Picking up and transporting tangible personal property, solid waste, construction debris, or excavated materials.

(10) Providing disinfecting and pest control services, employment and labor pool services, home nursing care, janitorial services, appraising, landscape architectural services, security system services, surveying, and real estate services including the listing of homes and managing real property.

(11) Rending professional services such as those provided by accountants, architects, attorneys, auctioneers, consultants, engineers, professional athletes, barbers, baseball clubs and other sports organizations, chemists, consultants, psychologists, court reporters, dentists, doctors, detectives, laboratory operators, teachers, veterinarians.

(12) Meeting with customers or potential customers, even when no sales or orders are solicited at the meetings.

(13) Training or recruiting agents, representatives, independent contractors, brokers or others, domiciled or operating on a job in the City, acting on its behalf, or for customers or potential customers.

(14) Investigating, resolving, or otherwise assisting in resolving customer complaints.

(15) In-store stocking or manipulating products or goods, sold to and owned by a customer, regardless of where sale and delivery of the goods took place.

(16) Delivering goods in vehicles owned, rented, leased, used, or maintained by the person or another acting on its behalf.

(d) If a person, or its employee, agent, representative, independent contractor, broker or another acting on the person's behalf, engages in no other activities in or with the City but the following, it need not register and obtain a business license.

(1) Meeting with suppliers of goods and services as a customer.

(2) Meeting with government representatives in their official capacity, other than those performing contracting or purchasing functions.

(3) Attending meetings, such as board meetings, retreats, seminars, conferences, or other meetings wherein the person does not provide training in connection with tangible personal property sold by the person or on its behalf. This provision does not apply to any board of director member or attendee engaging in business such as a member of a board of directors who attends a board meeting.

(4) Renting tangible or intangible property as a customer when the property is not used in the City.

(5) Attending, but not participating in a "trade show" or "multiple vendor events". Persons participating at a trade show shall review the City's trade show or multiple vendor event ordinances.

(6) Conducting advertising through the mail.

(7) Soliciting sales by phone from a location outside the City.

(e) A seller located outside the City merely delivering goods into the City by means of common carrier is not required to register and obtain a business license, provided that it engages in no other business activities in the City. Such activities do not include those in subsection (d).

The City expressly intends that engaging in business include any activity sufficient to establish nexus for purposes of applying the license fee under the law and the constitutions of the United States and the State of Washington. Nexus is presumed to continue as long as the taxpayer benefits from the activity that constituted the original nexus generating contact or subsequent contacts.

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

Section 4. Effective Date and Publication. A summary of this ordinance consisting of its title shall be published in the official newspaper of the City. This ordinance shall take effect and be in full force and effect five days after its publication in the City's official newspaper.

PASSED by the City Council of the City of Lake Stevens this 25th day of September, 2018.

John Spencer, Mayor

ATTEST:

Kathy Pugh, City Clerk

APPROVED AS TO FORM:

Grant K. Weed, City Attorney

First and Final Reading: September 25, 2018

Date of Publication: _____

Effective Date: _____



LAKE STEVENS CITY COUNCIL
STAFF REPORT

Council Agenda September 25, 2018
Date:

Subject: Supplemental Agreement No.3 to Professional Services Agreement Between City of Lake Stevens and Crandall Arambula, PC for Consultant Services

Contact	Russ Wright, Community Development Director	Budget Impact:	Economic Development / Parks
Person/Department:			

RECOMMENDATION(S)/ACTION REQUESTED OF COUNCIL:

Authorize the Mayor to execute Supplemental Agreement No. 3 to the Professional Service Agreement with Crandall Arambula, to authorize additional expenditures for architectural design of the North Cove Park Pavilion by TKWA Pacific Studio.

SUMMARY/BACKGROUND:

Staff is requesting that Council authorize the Mayor to execute a supplemental agreement to the Professional Services Agreement. The supplemental agreement would cover architectural design services, performed by TKWA Pacific Studio as a sub-consultant to Crandall Arambula, for the North Cove Park Pavilion. Redevelopment of North Cove Park will be an early action to implement the Downton Lake Stevens Subarea Plan. The fee for additional services is estimated to be \$95,000. Other fees that may be incurred for the design may include engineering under a separate contract. The funds for this request will be reimbursable through the 2017-19 Capital Project Grant.

APPLICABLE CITY POLICIES: Comprehensive Plan

BUDGET IMPACT: Expenditure of Budget for Professional Services

ATTACHMENTS:

Supplement No. 3 / Scope of Services

**SUPPLEMENTAL AGREEMENT NO. 3
TO PROFESSIONAL SERVICES AGREEMENT
BETWEEN CITY OF LAKE STEVENS AND
CRANDALL ARAMBULA, PC FOR CONSULTANT SERVICES**

This Supplemental Agreement No. 3 is made and entered into on the _____ day of September, 2018, between the City of Lake Stevens, hereinafter called the "City" and Crandall Arambula, PC, an Oregon /Professional Services Corporation, hereinafter called the "Consultant."

WITNESSETH THAT:

WHEREAS, the parties hereto have previously entered into an Agreement for development of the Lake Stevens Subarea Plan and EIS/Planned Action Ordinance, hereinafter called the "Project," said Agreement being dated July 14, 2016; and

WHEREAS, the parties entered into Supplemental Agreement No. 1 to the original Professional Services Agreement on October 6, 2016 providing for a revised Scope of Services and providing for a minor correction to Paragraph IV.1 of the original Agreement; and

WHEREAS, the parties entered into Supplemental Agreement No. 2 to the original Professional Services Agreement on July 19, 2017 providing an additional public hearing and additional concept drawings for North Cove Park by Consultant's subconsultant, Greenworks, and

WHEREAS, both parties desire to supplement said Agreement, by expanding the Scope of Services to provide for architectural design services for the Pavilion Design at and adjacent to North Cove Park, and to amend the total amount payable for this Agreement,

NOW THEREFORE, in consideration of the terms, conditions, covenants and performance contained herein or attached and incorporated, and made a part hereof, the parties hereto agree as follows:

Each and every provision of the Original Agreement for Professional Services dated July 14, 2016, the Supplement to Professional Services Agreement dated October 6, 2016 and the Supplement to Professional Services Agreement dated July 19, 2017, shall remain in full force and effect, except as modified in the following sections:

1. Article II of the Original Agreement, "SCOPE OF SERVICES", shall be supplemented to include an additional include architectural design services for the Pavilion Design at and adjacent to North Cove Park, as more fully set out in the attached Statement of Work.

2. Article IV of the Original Agreement, "OBLIGATIONS OF THE CITY", Paragraph IV.1 Payments, Section (a), the second sentence is amended to include the additional Consultant fee of \$3,480.00 a and shall read as follows: "In no event shall total payment under this agreement exceed \$314,480.00."

The Total Amount payable to the Consultant is summarized as follows:

Original Agreement	\$300,000.00
Supplemental Agreement No.1	\$10,000.00

Correction to Paragraph IV.1	
Payments (a)	\$1,000.00
Supplemental Agreement No. 2	\$3,480.00
Supplemental Agreement No. 3	\$95,000.00
Grand Total	\$409,480.00

IN WITNESS WHEREOF, the parties hereto have executed this SUPPLEMENTAL AGREEMENT NO. 3 as of the day and year first above written.

CITY OF LAKE STEVENS

CRANDALL ARAMBULA, PC

By: _____
John Spencer, Mayor

By: _____
Printed Name & Title

ATTEST/AUTHENTICATED

By: _____
Kathy Pugh, Deputy City Clerk

APPROVED AS TO FORM:

Grant K. Weed, City Attorney



September 20, 2018

Russ Wright
Community Development Director
City of Lake Stevens
1812 Main Street P.O. Box 257
Lake Stevens, WA 98258-0257

RE: Architectural Proposal for North Cove Park Pavilion - Revised

Dear Russ:

We appreciate your consideration of TKWA Pacific Studio to provide continued architectural services to complete design drawings for the pavilion at North Cove Park.

The following proposal has been modified from our original, dated September 14, 2018. **Item 1.H.** has been changed to indicate that TKWA will provide MEP/FP Engineering design as part of our A/E scope of services.

I. Basis of the Proposal

The following summarizes our understanding of the project requirements:

- A. The proposed outdoor pavilion is to be located in North Cove Park in Lake Stevens, Washington.
- B. The specific architectural scope of services for this phase of work is to be limited to completion of Design Development and Construction Documents only for the pavilion. This work is to be based on the initial Schematic Design for the pavilion previously completed by TKWA Pacific Studio. (Note: The observation tower shown in the initial Schematic Design is to be excluded from further architectural development in this phase of work.)
- C. The preliminary project construction budget range is estimated between \$725,000 - \$1,200,000. (Note: We believe the low end of this budget estimate is inadequate to complete the project as designed. If insufficient funds are available to complete the project as designed the scope of the building will need to be reduced.)
- D. We assume that a qualified local Construction Manager will be separately engaged by the City to assist with Cost Estimating and constructibility issues. One of the first project requirements will be to conduct a preliminary budgeting exercise to more accurately assess potential construction cost and to evaluate potential value engineering options. (For a separate fee TKWA Pacific Studio can assist with formal selection of a Construction Manager, including pre-screening, preparation of Request for Proposals, review of submitted proposals, and ad-hoc interview advisory.)
- E. Ross Chapin Architects will provide 20 hours of advisory and design review on the project.
- F. Structural Engineering is included as part of Architectural Basic Services.
- G. We assume Civil Engineering will be independently provided by the City of Lake Stevens. Landscape Design will be separately provided by Greenworks. As part of TKWA Pacific Studio scope we will provide coordination with these disciplines.

- H. Mechanical, Electrical, Plumbing and Fire Protection Engineering design will be included within the TKWA Pacific Studio A/E scope of services. We assume the MEP consultant will not be required to attend on-site design meetings or participate in a site visit for this project.
- I. We assume this phase of work will require approximately 6-9 months to complete, based on availability and schedules of key stakeholders. Based on funding, a construction start in 2019 or 2020 is anticipated.

II. Preliminary Code and Zoning Research

TKWA will conduct a preliminary search of local and state codes for issues pertaining to building and zoning requirements for each site, including the following:

- A. Classification of building type
- B. Existing and interior circulation
- C. Handicap accessibility (ADA)
- D. Fire separation, protection and materials
- E. Sprinkler requirements
- F. Toilet requirements
- G. Parking
- H. Applicable local and state zoning requirements and approval requirements
- I. Building Performance Criteria

III. Design Development

TKWA Pacific Studio will include one (1) in-person design meeting and three (3) online design review meetings to complete the Design Development phase of work.

The following drawings are included in the Design Development (and Construction Drawings) phases of work:

- A. Site Plan (Immediate Area)
- B. Floor Plan
- C. Reflected Ceiling Plan
- D. Overall Building Sections
- E. Exterior Elevations
- F. Interior Elevations

At the conclusion of Design Development, the client will provide written approval of the above drawings indicating that no major changes to the design will occur. We will then proceed to Construction Documents.

IV. Construction Documents

TKWA Pacific Studio will include three (3) online design review meetings during the Construction Documents phase of work. All documents produced during design development will be further developed along with any additional details and specifications necessary for construction bidding.

V. Compensation

Based upon the work plan described above, our fee for Architectural Basic Services described above will be as follows:

Architecture (including Structural Engineering)	\$75,000
Mechanical, Electrical, Plumbing, Fire Protection	\$15,000 - \$20,000

Should insufficient funds be available to complete the project as originally designed TKWA Pacific Studio reserves the right to modify our fee. TKWA Pacific Studio will bill only for services completed. At any time during the course of this study Lake Stevens may stop work without obligation for payment of the remainder of the total lump sum amount.

- A. Invoices will be submitted monthly based upon work completed and will include reimbursable expenses.

- B. Payment is due within 30 days of receipt of invoice. Billing will be monthly based upon work completed. Amounts unpaid 30 days after invoice date shall bear interest at the rate of 18% annually (1.5% monthly).
- C. An initial retainer of \$2,000 is requested at signing.

VI. Reimbursable Expenses

- A. Normal reimbursable expenses include:
 - 1. Reproduction costs (prints, copies, plots, etc.)
 - 2. Postage and delivery service fees
 - 3. Mileage
 - 4. Cost of permits, regulatory review, approval or agency fees.
- B. All reimbursable expenses are marked up 10% of direct cost.

VII. Additional Services

- A. Additional services for this project could include any of the following:
 - 1. Additional meetings beyond those listed
 - 2. Major design changes requested after completion of the preliminary design work
 - 3. Special studies or surveys
 - 4. Grant application writing
 - 5. Production of PowerPoint presentations and other presentation materials
 - 6. Attendance at agency or public meetings
 - 7. Civil Engineering / Landscape Design
 - 8. LEED Submittal documentation
 - 9. Construction Manager selection assistance
- B. Fees for Additional Services will be provided on an hourly basis or a negotiated lump sum.
- C. No additional services will begin until written approval of a new proposal is reviewed and accepted by you.

Upon acceptance of this proposal TKWA Pacific Studio will forward a detailed contract for services, **B104-2017 Standard Abbreviated Form of Agreement Between Owner and Architect**. This letter proposal will become an attachment to the final contract.

We look forward to working with you on this unique and exciting project. If the above is agreeable to you, please sign below in the space indicated and return a copy with the retainer to my attention. We will then schedule our first meeting to begin orchestrating the process.

Sincerely,



Ethan Bartos
Partner

ACCEPTANCE OF TERMS:

Authorized Representative, City of Lake Stevens

Date



LAKE STEVENS CITY COUNCIL
STAFF REPORT

Council Agenda Date: 25th September 2018

Subject: 91st Ave SE & 4th Street SE Sidewalk Improvements Project—Construction Award (Safe Routes to School)

Contact Person/Department:	Aaron Halverson, Capital Projects Coordinator, Public Works	Budget Impact:	\$484,000 Engineer's Estimate
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RECOMMENDATION(S)/ACTION REQUESTED OF COUNCIL: Authorize the Mayor to execute a Public Works Contract with a qualified contractor to construct the 91st Ave SE & 4th Street SE Sidewalk Improvements Project near Hillcrest Elementary.

SUMMARY/BACKGROUND: Bids for this project will be opened at 10:00 AM on September 24th, 2018. If the City receives a low bid from a responsible bidder, the attached contract will be amended to incorporate contract details and a bid tab will be prepared for the City Council meeting on September 25th, 2018. There is urgency, and perhaps a bidding advantage, for this ambitious project schedule that is intended to complete construction in the shoulder season. If the contract is not awarded at the September 25th, 2018 City Council meeting it is unlikely the project will be constructed in 2018.

This project consists of more than 1,000 linear feet of 10-foot wide multi-use path, curb and gutter, pavement repair and ADA compliant curb ramp installations on 91st Ave SE and 4th Street SE. Also included is a right turn pocket from 4th Street SE turning north onto 91st Ave SE. This project is intended to improve safety of pedestrians and to reduce traffic congestion associated with Hillcrest Elementary drop off and pick up. Retaining walls are included to minimize right-of-way needs and wetland impacts. The project was designed by Davido Consulting Group, Inc. of Seattle, WA.

The call for bids was advertised on September 10th, 2018 and September 17th, 2018 in the Daily Journal of Commerce. Bid opening will occur on September 24th, 2018 at 10:00 AM. After review of bids, references and debarment checks, Staff will recommend award to the lowest responsible bidder.

Construction is anticipated to begin in early October 2018 assuming no complications with the contract execution process. The contract allows 60 calendar days to complete the required work.

APPLICABLE CITY POLICIES:

BUDGET IMPACT: WSDOT awarded \$466,500 in Safe Routes to School funding to design and construct this project. The City's project match is \$155,500.

ATTACHMENTS:

- Attachment A: Public Works Contract
- Attachment B: Bid Tabulation (to be provided at the Council meeting on September 25, 2018)

Attachment A: Public Works Contract

PUBLIC WORKS CONTRACT

This Contract is made and entered into in duplicate this _____ day of _____, _____ by and between the City of Lake Stevens, a non-charter code city of the State of Washington, hereinafter referred to as "the City", and _____, a _____, and _____, a Washington _____ ("Contractor") [LEGAL STATUS OF ENTITY SHOULD BE INSERTED i.e., LLC; Sole Proprietor; LLP; Inc., P.S.; Partnership, Foreign Corporation licensed to do business in Washington State] .

WITNESSETH:

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

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

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

1. Scope of Work.

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

**91st Ave SE & 4th Street SE Sidewalk Improvements Project
City of Lake Stevens Project No. 18006**

in accordance with and as described in

- A. this Contract, and
- B. the Project Manual, which include the attached plans, Specifications, Special Provisions, submittal requirements, attachments, addenda (if any), Bid Form, Performance and Payment Bond, and
- C. the Standard Specifications for Road, Bridge, and Municipal Construction prepared by the Washington State Department of Transportation, as may be specifically modified in the attached Specifications and/or Special Provisions, hereinafter referred to as "the standard specifications",
- D. City of Lake Stevens Engineering Standards (referenced but not attached)
- E. Other _____

F. Addenda (If any)

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

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

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

A. Time is of the essence in the performance of this Contract and in adhering to the time frames specified herein. The Contractor shall commence work within ten (10) calendar days after notice to proceed from the City, and said work shall be physically completed within **60 calendar days** after said notice to proceed, unless a different time frame is expressly provided in writing by the City.

B. If said work is not completed within the time for physical completion, the Contractor may be required at the City's sole discretion to pay to the City liquidated damages as set forth in the Project Manual, for each and every day said work remains uncompleted after the expiration of the specified time.

C. Termination of Contract.

1. Except as otherwise provided under this Contract, either party may terminate this Contract upon ten (10) working days' written notice to the other party in the event that said other party is in default and fails to cure such default within that ten-day period, or such longer period as provided by the non-defaulting party. The notice of termination shall state the reasons therefore and the effective date of the termination.
2. The City may also terminate this Contract in accordance with the provisions of Section 1-08.10 of the Standard Specifications.

3. Compensation and Method of Payment.

A. The City shall pay the Contractor for work performed under this Contract as detailed in the bid, as incorporated in the Project Manual.

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

C. Progress payments shall be based on the timely submittal by the Contractor of the City's standard payment request form.

- D. Payments for any alterations in or additions to the work provided under this Contract shall be in accordance with the Request For Information (RFI) and/or Construction Change Order (CCO) process as set forth in the Project Manual. Following approval of the RFI and/or CCO, the Contractor shall submit the standard payment request form(s).
- E. The Contractor shall submit payment requests with a completed Application for Payment form, an example of which is included in the Attachments to this Contract. This form includes a lien waiver certification and shall be notarized before submission. Applications for payment not signed or notarized shall be considered incomplete and ineligible for payment consideration. The City shall initiate authorization for payment after receipt of a satisfactorily completed payment request form and shall make payment to the Contractor within approximately thirty (30) days thereafter.

4. Independent Contractor Relationship.

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

5. Prevailing Wage Requirements.

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

6. Indemnification and Hold Harmless.

- A. The Contractor shall defend, indemnify, and hold harmless the City, its officers, officials, employees, and volunteers against and from any and all claims, injuries, damages, losses, or suits, including attorney fees, arising out of or in connection

with the performance of this Contract, except for injuries and damages caused by the sole negligence of the City.

- B. The Contractor's duty to indemnify the City shall not apply to liability for damages arising out of bodily injury to persons or damage to property caused by or resulting from the sole negligence of the City or its elected officials, agents, officers and/or employees.
- C. The Contractor's duty to indemnify the City for liability for damages arising out of bodily injury to persons or damage to property caused by or resulting from the concurrent negligence of (a) the City and/or its elected officials, agents, officers and/or employees, and (b) the Contractor and/or its directors, officers, agents, employees, consultants, and/or subcontractors, shall apply only to the extent of negligence of Contractor and/or its directors, officers, agents, employees, consultants, and/or subcontractors
- D. Should a court of competent jurisdiction determine that this Contract is subject to RCW 4.24.115, then, in the event of liability for damages arising out of bodily injury to persons or damages to property caused by or resulting from the concurrent negligence of the Contractor and the City, its officers, officials, employees, and volunteers, the Contractor's liability hereunder shall be only to the extent of the Contractor's negligence.

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

- E. Nothing contained in this section or Contract shall be construed to create a liability or a right of indemnification by any third party.
- F. The provisions of this section shall survive the expiration or termination of this Contract.

7. Insurance.

A. **Insurance Term.**

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

B. **No Limitation**

Contractor's maintenance of insurance, its scope of coverage and limits as required herein shall not be construed to limit the liability of the Contractor to the coverage provided by such insurance, or otherwise limit the City's recourse to any remedy available at law or in equity.

C. Minimum Scope of Insurance.

Contractors required insurance shall be of the types and coverage as stated below:

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

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

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

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

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

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

D. Minimum Amounts of Insurance.

The Contractor shall maintain the following insurance limits:

1. Automobile Liability insurance with a minimum combined single limit for bodily injury and property damage of \$1,000,000 per accident.

2. Commercial General Liability insurance shall be written with limits no less than \$3,000,000 each occurrence, \$3,000,000 general aggregate and a \$2,000,000 products-completed operations aggregate limit.

3. Required. Builders Risk insurance shall be written in the amount of the completed value of the project with no coinsurance provisions.

4. Required. Contractors Pollution Liability shall be written in the amounts set forth above.

E. City Full Availability of Contractor Limits.

If the Contractor 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 Contractor, irrespective of whether such limits maintained by the Contractor are greater than those required by this contract or whether any certificate of insurance furnished to the City evidences limits of liability lower than those maintained by the Contractor.

F. Other Insurance Provisions.

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

G. Acceptability of Insurers.

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

H. Verification of Coverage.

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

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

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

I. Contractor's Insurance for Other Losses.

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

J. Subcontractors.

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

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

K. Waiver of Subrogation.

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

L. Notice of Cancellation of Insurance.

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

M. Failure to Maintain Insurance

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

8. Compliance with Laws.

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

9. Non-discrimination.

During the performance of this Contract, the Contractor shall comply with all applicable equal opportunity laws and/or regulations and shall not discriminate on the basis of race, age, color, sex, sexual orientation, religion, national origin, creed, veteran status, marital status, political affiliation, or the presence of any sensory, mental or physical handicap. This provision shall

include but not be limited to the following: employment, upgrading, demotion, transfer, recruitment, advertising, layoff or termination, rates of pay or other forms of compensation, selection for training, and the provision of work and services under this Contract. The Contractor further agrees to maintain notices, posted in conspicuous places, setting forth the provisions of this nondiscrimination clause. The Contractor understands that violation of this provision shall be cause for immediate termination of this Contract and the Contractor may be barred from performing any services or work for the City in the future unless the Contractor demonstrates to the satisfaction of the City that discriminatory practices have been eliminated and that recurrence of such discriminatory practices is unlikely.

- A. The parties will maintain open hiring and employment practices and will welcome applications for employment in all positions from qualified individuals who are members of the above-stated minorities.
- B. The parties will comply strictly with all requirements of applicable federal, state or local laws or regulations issued pursuant thereto, relating to the establishment of nondiscriminatory requirements in hiring and employment practices and assuring the service of all patrons and customers without discrimination with respect to the above-stated minority status.

10. Assignment and Subcontractors.

- A. The Contractor shall not assign this Contract or any interest herein, nor any money due to or to become due hereunder, without first obtaining the written consent of the City.
- B. The Contractor shall not subcontract any part of the services to be performed hereunder without first obtaining the consent of the City and complying with the provisions of this section.
- C. In the event the Contractor does assign this contract or employ any subcontractor, the Contractor agrees to bind in writing every assignee and subcontractor to the applicable terms and conditions of the contract documents.
- D. The Contractor shall, before commencing any work, notify the Owner in writing of the names of any proposed subcontractors. The Contractor shall not employ any subcontractor or other person or organization (including those who are to furnish the principal items or materials or equipment), whether initially or as a substitute, against whom the Owner may have reasonable objection. Each subcontractor or other person or organization shall be identified in writing to the Owner by the Contractor prior to the date this Contract is signed by the Contractor. Acceptance of any subcontractor or assignee by the Owner shall not constitute a waiver of any right of the Owner to reject defective work or work not in conformance with the contract documents. If the Owner, at any time, has reasonable objection to a subcontractor or assignee, the Contractor shall submit an acceptable substitute.
- E. The Contractor shall be fully responsible for all acts and omissions of its assignees, subcontractors and of persons and organization directly or indirectly employed by it

and of persons and organizations for whose acts any of them may be liable to the same extent that it is responsible for the acts and omissions of person directly employed by it.

F. The divisions and sections of the specifications and the identifications of any drawings shall not control the Contractor in dividing the work among subcontractors or delineating the work to be performed by any specific trade.

G. Nothing contained in the contract documents shall create or be construed to create any relationship, contractual or otherwise, between the Owner and any subcontractor or assignee. Nothing in the contract documents shall create any obligation on the part of the Owner to pay or to assure payment of any monies due any subcontractor or assignee.

H. The Contractor hereby assigns to the City any and all claims for overcharges resulting from antitrust violations as to goods and materials purchased in connection with this Contract, except as to overcharges resulting from antitrust violations commencing after the date of the bid or other event establishing the price of this Contract. In addition, the Contractor warrants and represents that each of its suppliers and subcontractors shall assign any and all such claims for overcharges to the City in accordance with the terms of this provision. The Contractor further agrees to give the City immediate notice of the existence of any such claim.

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

11. Contract Administration and Notices.

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

To City:

City of Lake Stevens
Attn: City Clerk
1812 Main Street (Physical Address)
Post Office Box 257 (Mailing Address)
Lake Stevens, WA 98258
Telephone: 425.334.1012

To Contractor

Contractor Business Name
Attn: Name & Title of Binding Officer
Mailing Address
City, State ZIP
Telephone: _____

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

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

13. Severability

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

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

14. Non-Waiver.

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

15. Survival.

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

16. Authority.

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

17. **Debarment and Uniform Guidance.** If this contract involves the use, in whole or in part, of federal award(s), the Contractor must certify that it, and its subcontractors, have not been and are not currently on the Federal or the Washington State Debarment List and if the Contractor or its subcontractors become listed on the Federal or State Debarment List, the City will be notified immediately. Additionally, if this contract involves the use, in whole or in part, of federal award(s), provisions (A)-(K) in Appendix II to Part 200 of the Uniform Guidance (2 CFR Ch. 11 (1-1-14 edition) are hereby incorporated, as applicable, as if fully set forth herein.

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

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

CITY OF LAKE STEVENS

CONTRACTOR BUSINESS NAME

By: _____
Mayor

By: _____
Printed Name & Title

Attest:

Kathy Pugh, City Clerk

Approved as to Form:

Grant K. Weed, City Attorney



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LAKE STEVENS CITY COUNCIL
STAFF REPORT

Council Agenda Date: 09-20-2018

Subject: Resolution 2018-28 Accepting Vehicle and Cash Donations Totaling \$110,000

Contact Person/Department: John Dyer, Chief of Police **Budget Impact:** _____

RECOMMENDATION(S)/ACTION REQUESTED OF COUNCIL:

Approve Resolution 2018-28 accepting vehicle and cash donations totaling \$110,000 to implement a Police K9 program.

One of the social issues which has a large impact on the safety of the Lake Stevens community is the issue of substance abuse and the trafficking of illegal drugs. This one issue has a large impact on individuals, families, neighborhoods and the community.

In our response to this issue we focus on two directions:

1. One focus is to work with the appropriate social service entities to seek intervention and treatment for those who are personally impacted by substance abuse.
2. The second strategy is to enforce drug laws and impact the supply of illegal substances which has such a negative impact on the community.

In looking into successful interdiction practices, the Lake Stevens Police Department has researched K-9 programs. This program would be an incredible tool in both getting Probable Cause for search warrants, as well as in the search itself.

A group of donors consisting of Gordon E. Bjor, President of Roy Robinson Chevrolet, Tim Kaintz, Ty Reoh, Arcadia Homes, Superior Concrete, Inc. and Natural 9 Holdings LLC have generously offered to donate a 2018 Chevrolet Tahoe valued at approximately \$55,000 to be used as a Police K9 Vehicle, and \$55,000 in cash to start a Police K9 program. If approved, these donations will be used to start and fund a K9 program in 2019, including obtaining and caring for a trained police dog, providing officer training, and customizing the donated vehicle for use as a Police K9 vehicle.

Costs to maintain the K9 program after 2019 are estimated at \$15,000 annually. We will seek donations to cover part of this cost, as well as used drug seizure funds, as available, and cover with existing operating funds

APPLICABLE CITY POLICIES: LSMC 3.60 – Donations to City

BUDGET IMPACT: N/A in 2019, estimated at \$15,000 annually thereafter

ATTACHMENTS:

- Exhibit A: Resolution 2018-28

CITY OF LAKE STEVENS
LAKE STEVENS, WASHINGTON

RESOLUTION NO. 2018-28

**A RESOLUTION OF THE CITY OF LAKE STEVENS, WASHINGTON
ACCEPTING VEHICLE AND CASH DONATIONS TOTALING \$110,000
TO IMPLEMENT A POLICE K9 DOG PROGRAM.**

WHEREAS, LSMC 3.60.040, RCW 35.21.100 and RCW 35A.11.010 allow cities to accept donated money or property by Ordinance; and

WHEREAS, Lake Stevens Municipal Code section 3.60.040 authorizes acceptance of donations of value greater than \$5,000 by City Council Resolution; and

WHEREAS, a group of donors, Gordon E. Bjorg President of Roy Robinson Chevrolet, has made a generous donation of one Police K9 Vehicle, a 2018, black, Chevrolet Tahoe, valued at approximately \$55,000.00. Tim Kaintz, Ty Reoh, Arcadia Homes, Superior Concrete, Inc. and Natural 9 Holdings, LLC. have also given a generous donation of the remaining funds needed to start the K9 program, in the amount of \$55,000.00; and

WHEREAS, the above-referenced donations are for the implementation of a Police dog (K9) Program. The dog will be used for narcotics detection on search warrants, building searches, traffic stops, community relations events and other similar activities; and

WHEREAS, the K9 would significantly aid patrol in reducing the number of man hours to more efficiently and effectively search a building or a vehicle; and

WHEREAS, the K9 would be a valuable tool in the suppression of criminal activity in our community,

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

Section 1. Acceptance of Vehicle Donation. The Lake Stevens City Council accepts the donation of one Police K9 Vehicle, a 2018, black, Chevrolet, Tahoe, valued at approximately \$55,000.00 from Gordon E. Bjorg President of Roy Robinson Chevrolet, with the donation to be allocated to the Police Department.

Section 2. Acceptance of Cash Donation. The Lake Stevens City Council accepts the donation of the remaining funds necessary to implement a K9 program in the amount of \$55,000.00 by Tim Kaintz, Ty Reoh, Arcadia Homes, Superior Concrete Inc. and Natural 9 Holdings, LLC, with the donation to be allocated to the Lake Stevens Police Department.

Section 3. Other Actions Authorized. The Lake Stevens City Council hereby authorizes the City Administrator or designee to take other actions necessary to implement this decision and to fulfill the City's obligations.

PASSED by the City Council this 25th day of September, 2018.

John Spencer, Mayor

ATTEST:

Kathy Pugh, City Clerk

APPROVED AS TO FORM:

Grant K. Weed, City Attorney