

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

Tuesday, April 9, 2019 – 7:00 p.m.

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

CALL TO ORDER	7:00 p.m.	Mayor
PLEDGE OF ALLEGIANCE		Mayor
ROLL CALL		
APPROVAL OF AGENDA		Council President
NEW EMPLOYEE INTRODUCTION	Haro, Police Department Canine	Officer Michael
GUEST BUSINESS	Mark Sawyer, Washington State Department of Transportation	
CITIZEN COMMENTS		
COUNCIL BUSINESS		Council President
MAYOR'S BUSINESS		
CITY DEPARTMENT REPORT	Update	
CONSENT AGENDA	<ul style="list-style-type: none">*A Approve 2019 Vouchers*B Approve City Council Workshop Meeting Minutes of March 19, 2019*C Approve City Council/Snohomish County Council Joint Meeting Minutes of March 26, 2019*D Approve City Council Regular Meeting Minutes of March 26, 2019*E Approve City Council Workshop Meeting Minutes of April 2, 2019	<ul style="list-style-type: none">BarbKathyKathyKathyKathy

- | | | |
|----|---|----------|
| *F | Approve Summer Events | Russ/Jim |
| *G | Approve Interlocal Agreement with Marysville
re Movies in the Park | Russ/Jim |
| *H | Approve Request for Alcohol in the Park
during Music by the Lake | Russ |
| *I | Approve Ordinance 1055 Extending Design
Review Board Regulations | Russ |
| *J | Approve Police Department Reorganization | John D. |
| *K | Approve Food Bank Lease | Gene |

PUBLIC HEARING:

- | | | |
|----------------------|---|------|
| ACTION ITEMS: | *L Approve Ordinance 1054 re Limited Tax
General Obligation Bonds for Decant Facility
Property Purchase | Barb |
|----------------------|---|------|

DISCUSSION ITEMS:

EXECUTIVE SESSION:

ADJOURN

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

Special Needs

The City of Lake Stevens strives to provide accessible opportunities for individuals with disabilities. Please contact Human Resources, City of Lake Stevens ADA Coordinator, (425) 622-9400, 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
April 9, 2019

IT Department – Update

CDW for Microsoft Enterprise Agreement annual subscription renewal –
\$48,532.13



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BLANKET VOUCHER APPROVAL
2019

Payroll Direct Deposits	3/25/2019	\$211,077.60
Payroll Checks	47388	\$1,763.89
Tax Deposit(s)		\$61,135.05
Electronic Funds Transfers	ACH	\$77,618.35
Claims	47499-47591	\$392,736.41
Void Checks	47393	(\$360.00)
Total Vouchers Approved:		\$743,971.30

This 9th day of April 2019

I, the undersigned, do hereby certify under penalty of perjury that the materials have been furnished, the services rendered or the labor performed as described herein, that any advance payment is due and payable pursuant to a contract or is available as an option for full or partial fulfillment or a contractual obligation, and that the claim is a just, due and unpaid obligation against the City of Lake Stevens, and that I am authorized to authenticate and certify to said claim.

Finance Director/Auditing Officer

Mayor

We, the undersigned Council members of the City of Lake Stevens, Snohomish County, Washington, do hereby approve for payment of the above mentioned claims:

Councilmember

Councilmember

Councilmember

Councilmember

Councilmember

Councilmember

Councilmember



April 9th, 2019

City Expenditures by Type on this voucher packet

Personnel Costs	\$	212,841	29%
Payroll Federal Taxes	\$	77,618	10%
Retirement Benefits - Employer	\$	53,704	7%
Other Employer paid Benefits	\$	363	0%
Employee paid benefits - By Payroll	\$	10,566	1%
Supplies	\$	85,491	11%
Professional Services *	\$	149,759	20%
Intergovernmental	\$	67,007	9%
Capital **	\$	86,981	12%
Void Check	\$	(360)	0.0%
Total	\$	743,971	100%

Large Purchases

* Senior Center Funding Agreement Payment #1 - \$20,000

* 2019 LS Social Service OPD Program - \$14,000

** Main Street Improvements - \$14,673

** North Dove - Dirt Export - \$16,538



Total for Period
\$531,489.81

Checks to be approved for period of 03/21/2019 - 04/03/2019

Vendor: Ace Hardware
Check Number: 47510

Invoice No	Check Date	Account Number	Account Name	Description	Amount
62225	4/3/2019	001 010 576 80 31 00	PK-Operating Costs	PVC/Elbow/Drill Bits/Groove Locks	\$87.11
62306	4/3/2019	001 010 576 80 31 00	PK-Operating Costs	Blade Circle/Screwdriver/Chalk Powder	\$84.66
62321	4/3/2019	001 010 576 80 31 00	PK-Operating Costs	Shims	\$43.52
62344	4/3/2019	001 010 576 80 31 00	PK-Operating Costs	Putty/P-Trap PVC	\$28.27
62357	4/3/2019	001 010 576 80 31 00	PK-Operating Costs	Pipe Thread/Silicone/P-Trap	\$57.67
62359	4/3/2019	001 010 576 80 31 00	PK-Operating Costs	P-Trap	\$25.04
62370	4/3/2019	001 010 576 80 31 00	PK-Operating Costs	Angle/PP Exterior Bracket	\$213.87
62376	4/3/2019	001 010 576 80 31 00	PK-Operating Costs	Angles	\$32.31
62377	4/3/2019	410 016 531 10 31 02	SW-Operating Costs	Kneel Pad	\$32.66
62378	4/3/2019	001 010 576 80 31 00	PK-Operating Costs	Credit P-Trap	(\$5.43)
62381	4/3/2019	001 010 576 80 31 00	PK-Operating Costs	Conduit/Cement/PVC/Mending Plates	\$60.41
62401	4/3/2019	001 008 521 50 30 02	LE-Fleet Minor Equipment	Keys	\$13.56
					\$673.65

Vendor: Alpine Fire and Safety Systems Inc
Check Number: 47511

Invoice No	Check Date	Account Number	Account Name	Description	Amount
53112	4/3/2019	001 010 576 80 31 00	PK-Operating Costs	First Aid Supplies City Shop	\$57.13
53112	4/3/2019	101 016 544 90 31 02	ST-Operating Cost	First Aid Supplies City Shop	\$57.14
53112	4/3/2019	410 016 531 10 31 02	SW-Operating Costs	First Aid Supplies City Shop	\$57.14
53115	4/3/2019	001 013 518 20 31 00	GG-Operating Costs	First Aid Supplies City Hall	\$183.66
					\$355.07

Vendor: Amazon Capital Services
Check Number: 47512

Invoice No	Check Date	Account Number	Account Name	Description	Amount
11RT-RP6Q-JDXG	4/3/2019	001 008 521 20 31 02	LE-Minor Equipment	Liter Storage Box	\$26.14
1FFW-RPWF-TNXP	4/3/2019	001 008 521 20 31 01	LE-Fixed Minor Equipment	Landscape Rods	\$16.54
1HVL-GMTJ-NH6Y	4/3/2019	001 008 521 20 31 00	LE-Office Supplies	External USB CD Drive	\$25.02
1HXJ-WCTT-6PTC	4/3/2019	001 008 521 20 31 01	LE-Fixed Minor Equipment	Safety Glasses	\$54.76
1L4V-CL7Y-3GJR	4/3/2019	001 008 521 20 31 01	LE-Fixed Minor Equipment	Clotting Gauze/Tourniquet/Bandage Dressing/First Aid	\$242.41
1RR6-GL6N-4PWT	4/3/2019	001 008 521 20 31 02	LE-Minor Equipment	Hyfin Vent Chest Seal/Stand and Desk Organizer	\$72.35
1RR6-GL6N-GCLD	4/3/2019	001 008 521 20 31 00	LE-Office Supplies	Desk Drawer Organizer Tray	\$35.78
1XRT-KTXG-XLDP	4/3/2019	001 008 521 20 31 07	LE - Donation Canine Unit	Airtight Glass Jar/Pressureless Tennis Balls	\$115.63
1YM9-JVLN-3H4J	4/3/2019	001 008 521 20 31 01	LE-Fixed Minor Equipment	Radio Ear Mold Replacement	\$38.00

1YM9-JVLN-HCX7	4/3/2019	001 008 521 20 31 00	LE-Office Supplies	Credit External USB CD Drive Inv 1HVL-GNTJ-NH6Y	(\$25.02)
					\$601.61

Vendor: Amazon Capital Services

Check Number: 47513

Invoice No	Check Date	Account Number	Account Name	Description	Amount
14X6-C6JP-3FFN	4/3/2019	001 001 511 60 31 00	Legislative - Operating Costs	Gel Pens with Refills	\$22.92
16CC-9NPW-MRLR	4/3/2019	101 016 544 90 31 01	ST-Office Supplies	Dry Erase Markers	\$32.64
16CC-9NPW-MRLR	4/3/2019	410 016 531 10 31 01	SW-Office Supplies	Dry Erase Markers	\$32.65
1F7Y-DPT4-T799	4/3/2019	001 003 514 20 31 00	CC-Office Supply	File Sorter/Wall Calendar	\$27.93
1F7Y-DPT4-T799	4/3/2019	001 004 514 23 31 00	FI-Office Supplies	Wall Calendar	\$5.39
1J7C-QYTW-4V3Y	4/3/2019	001 007 558 50 31 02	PL-Permit Related Op. Costs	Plan Reveiw Table for Building Permits	\$386.21
1Q41-WWPW-CGTQ	4/3/2019	001 006 518 80 31 00	IT-Office Supplies	Wireless Keyboard/Mouse Combo	\$56.55
					\$564.29

Vendor: American Water Works Association

Check Number: 47514

Invoice No	Check Date	Account Number	Account Name	Description	Amount
7001674154	4/3/2019	410 016 531 10 49 01	SW-Staff Development	American Water Works Association Renewal - Durpos	\$228.00
					\$228.00

Vendor: Aukerman

Check Number: 47515

Invoice No	Check Date	Account Number	Account Name	Description	Amount
032619 AUKERMAN	4/3/2019	001 008 521 50 30 02	LE-Fleet Minor Equipment	Reimburse Motorcycle Trailer Equipment Purchase	\$207.68
					\$207.68

Vendor: Barrett

Check Number: 47516

Invoice No	Check Date	Account Number	Account Name	Description	Amount
1712	4/3/2019	305 010 594 76 60 00	North Cove Park Capital	Dirt Export - North Cove to Yard	\$16,537.50
1713	4/3/2019	001 010 576 80 31 00	PK-Operating Costs	Rock/Topsoil for Bins at Yard	\$2,978.75
1713	4/3/2019	101 016 544 90 31 02	ST-Operating Cost	Rock/Topsoil for Bins at Yard	\$2,978.75
1713	4/3/2019	410 016 531 10 31 02	SW-Operating Costs	Eock/Topsoil for Bins at Yard	\$2,978.75
1714	4/3/2019	101 016 544 90 31 02	ST-Operating Cost	Street Sweeping Disposal	\$1,443.75
1714	4/3/2019	410 016 531 10 31 02	SW-Operating Costs	Street Sweeping Disposal	\$1,443.75
					\$28,361.25

Vendor: Bay Alarm Company

Check Number: 47517

Invoice No	Check Date	Account Number	Account Name	Description	Amount
16029755	4/3/2019	001 008 521 20 41 01	LE-Professional Serv-Fixed	Bay Alarm Annual Monitoring Fee	\$348.00
					\$348.00

Vendor: Beazizo

Check Number: 47518

Invoice No	Check Date	Account Number	Account Name	Description	Amount
042419 BEAZIZO	4/3/2019	001 008 521 20 43 00	LE-Travel & Per Diem	PerDiem - Meals NOVATime Conf Las Vegas - Beazizo	\$68.00
					\$68.00

Vendor: Bruce C Allen & Associates Inc

Check Number: 47519

Invoice No	Check Date	Account Number	Account Name	Description	Amount
19-0047-50A	4/3/2019	301 016 595 30 60 02	Frontier Village/4th	Appraisal 9407 4th Street NE	\$3,000.00
19-0047-50A	4/3/2019	301 016 595 61 64 02	TIZ3 - S. Lake Stevens Rd	Appraisal Camarena Property	\$3,000.00
19-0047-50A	4/3/2019	305 010 594 76 60 00	North Cove Park Capital	Appraisal Butler Property	\$3,000.00
19-0047-50A	4/3/2019	410 016 594 31 60 01	SW - Capital Expenditure	Appraisal Callow Road Property	\$3,000.00
19-0071A	4/3/2019	410 016 594 31 60 01	SW - Capital Expenditure	Appraisal of Hartford Industrial Site Decant Facility	\$3,000.00
					\$15,000.00

Vendor: Cadman Inc

Check Number: 47520

Invoice No	Check Date	Account Number	Account Name	Description	Amount
5589295	4/3/2019	410 016 531 10 31 02	SW-Operating Costs	Street Sweeping Dump	\$4,740.22
					\$4,740.22

Vendor: Calm River Demographics

Check Number: 47521

Invoice No	Check Date	Account Number	Account Name	Description	Amount
032919CALMRIVER	4/3/2019	001 007 558 60 41 00	PL-UGA-RUTA-Annexation	Annexation Census Services	\$4,835.00
					\$4,835.00

Vendor: Canon Financial Services Inc

Check Number: 47522

Invoice No	Check Date	Account Number	Account Name	Description	Amount
19882614	4/3/2019	001 013 518 20 48 00	GG-Repair & Maintenance	Copier Maintenance - City Hall March 2019	\$285.00
19883538	4/3/2019	101 016 542 30 48 00	ST-Repair & Maintenance	Copier Maintenance - City Shop March 2019	\$17.06
19883538	4/3/2019	410 016 531 10 48 00	SW-Repairs & Maintenance	Copier Maintenance - City Shop March 2019	\$17.07
					\$319.13

Vendor: Central Welding Supply

Check Number: 47523

Invoice No	Check Date	Account Number	Account Name	Description	Amount
EV265202	4/3/2019	101 016 544 90 31 02	ST-Operating Cost	Ironworker Outfit/Cutting Tip	\$133.42
EV265202	4/3/2019	410 016 531 10 31 02	SW-Operating Costs	Ironworker Outfit/Cutting Tip	\$133.42
					\$266.84

Vendor: CHS Engineers LLC

Check Number: 47524

Invoice No	Check Date	Account Number	Account Name	Description	Amount
371902-1902	4/3/2019	001 007 558 50 41 04	Permit Related Professional Sr	LUA2019-0025 Storquest	\$1,743.70
371903-1902	4/3/2019	001 007 558 50 41 04	Permit Related Professional Sr	LUA2019-0029 Adkins-Strom	\$2,262.00
					\$4,005.70

Vendor: City of Everett

Check Number: 47525

Invoice No	Check Date	Account Number	Account Name	Description	Amount
010340 0319	4/3/2019	101 016 543 50 47 00	ST-Utilities	Water Service 9306 20th St SE - Final Bill	\$2,091.59
					\$2,091.59

Vendor: City of Marysville

Check Number: 47526

Invoice No	Check Date	Account Number	Account Name	Description	Amount
POLIN 19-0005	4/3/2019	001 008 523 60 51 00	LE-Jail	Prisoner Medical Jan 2019	\$150.00
POLIN 19-0010	4/3/2019	001 008 523 60 51 00	LE-Jail	Prisoner Housing Marysville Jan 2019	\$8,300.68
POLIN 19-0012	4/3/2019	001 008 523 60 51 00	LE-Jail	Credit Prisoner Medical North Sound	(\$494.00)
					\$7,956.68

Vendor: Code Publishing Co Inc

Check Number: 47527

Invoice No	Check Date	Account Number	Account Name	Description	Amount
62956	4/3/2019	001 003 514 20 41 00	CC-Professional Services	Muni Code Update Ordinances 1048/1050	\$1,333.65
					\$1,333.65

Vendor: Databar Inc

Check Number: 47528

Invoice No	Check Date	Account Number	Account Name	Description	Amount
239806	4/3/2019	001 004 514 23 31 00	FI-Office Supplies	Multipurpose Checks	\$410.58
					\$410.58

Vendor: Day Wireless Systems

Check Number: 47529

Invoice No	Check Date	Account Number	Account Name	Description	Amount
484374	4/3/2019	001 008 521 20 41 01	LE-Professional Serv-Fixed	Onsite SMDs Calibrations	\$1,230.57
484513	4/3/2019	001 008 521 20 31 05	LE-Equipment - New Officers	Ear Insert - New Officer McGuinn	\$14.14
					\$1,244.71

Vendor: Dell Marketing LP

Check Number: 47530

Invoice No	Check Date	Account Number	Account Name	Description	Amount
10306197297	4/3/2019	510 006 518 80 49 36	LR - Dell Hardware Support	Dell Onsite Service/Support	\$6,547.53
					\$6,547.53

Vendor: Dept Graphics

Check Number: 47531

Invoice No	Check Date	Account Number	Account Name	Description	Amount
9754	4/3/2019	520 008 594 21 63 00	Capital Equipment	Graphics Ford Police Interceptor	\$998.27
					\$998.27

Vendor: Dept of Retirement (Deferred Comp)

Check Number: 0

Invoice No	Check Date	Account Number	Account Name	Description	Amount
032519	3/28/2019	001 000 282 00 00 00	Payroll Liability Retirement	Employee Portion-State Deferre	\$2,770.00
					\$2,770.00

Vendor: Dept of Retirement PERS LEOFF

Check Number: 0

Invoice No	Check Date	Account Number	Account Name	Description	Amount
032519	3/28/2019	001 000 282 00 00 00	Payroll Liability Retirement	PERS LEOFF Contributions	\$53,704.33
					\$53,704.33

Vendor: Dept of Revenue EFT

Check Number: 0

Invoice No	Check Date	Account Number	Account Name	Description	Amount
032219 DOR	4/3/2019	001 008 521 20 31 01	LE-Fixed Minor Equipment	Excise Taxes	\$38.36
032219 DOR	4/3/2019	001 008 521 20 31 04	LE-Donation Exp - Other	Excise Taxes	\$36.85
032219 DOR	4/3/2019	001 008 521 20 31 07	LE - Donation Canine Unit	Excise Taxes	\$230.78
032219 DOR	4/3/2019	001 013 518 90 49 06	GG-Excise Tax	Excise Taxes	\$198.53
032219 DOR	4/3/2019	410 016 531 10 44 00	SW-Excise Taxes	Excise Taxes	\$56.03
					\$560.55

Vendor: Dicks Towing Inc

Check Number: 47532

Invoice No	Check Date	Account Number	Account Name	Description	Amount
188583	4/3/2019	001 008 521 20 41 00	LE-Professional Services	Evidence Towing 2019-04393	\$126.16
					\$126.16

Vendor: Economic Alliance Snohomish County

Check Number: 47533

Invoice No	Check Date	Account Number	Account Name	Description	Amount
13910	4/3/2019	001 001 511 60 43 00	Legislative - Travel & Mtgs	Economic Alliance Event	\$280.00
					\$280.00

Vendor: EFTPS

Check Number: 0

Invoice No	Check Date	Account Number	Account Name	Description	Amount
032519	3/28/2019	001 000 281 00 00 00	Payroll Liability Taxes	Federal Payroll Taxes	\$77,618.35
					\$77,618.35

Vendor: Electronic Business Machines

Check Number: 47534

Invoice No	Check Date	Account Number	Account Name	Description	Amount
AR129366	4/3/2019	001 007 558 50 48 00	PL-Repairs & Maint.	Copier Repair & Maintenance PL	\$90.65
AR129366	4/3/2019	001 007 559 30 48 00	PB-Repair & Maintenance	Copier Repair & Maintenance PB	\$90.65
AR129366	4/3/2019	101 016 542 30 48 00	ST-Repair & Maintenance	Copier Repair & Maintenance PW	\$90.64
AR129366	4/3/2019	410 016 531 10 48 00	SW-Repairs & Maintenance	Copier Repair & Maintenance PW	\$90.65
AR129878	4/3/2019	001 008 521 20 48 00	LE-Repair & Maintenance Equip	Copier Repair & Maintenance PD	\$238.84
AR130033	4/3/2019	001 013 518 20 48 00	GG-Repair & Maintenance	Copier Repair & Maintenance CH	\$1,243.00
					\$1,844.43

Vendor: Epic Land Solutions Inc

Check Number: 47535

Invoice No	Check Date	Account Number	Account Name	Description	Amount
0319-0862	4/3/2019	302 010 594 76 61 01	PM - North Cove Capital	North Cove Tenant Relocation Consultant Services	\$12,811.24
					\$12,811.24

Vendor: Fastenal Company

Check Number: 47536

Invoice No	Check Date	Account Number	Account Name	Description	Amount
WAARN128306	4/3/2019	001 010 576 80 31 00	PK-Operating Costs	Torx Impact Duty Power Bit	\$146.61
WAARN128340	4/3/2019	001 010 576 80 31 00	PK-Operating Costs	Marking Paint	\$158.51
WAARN128428	4/3/2019	001 010 576 80 31 00	PK-Operating Costs	Alert ORG	\$75.57
					\$380.69

Vendor: Feldman and Lee

Check Number: 47537

Invoice No	Check Date	Account Number	Account Name	Description	Amount
033119 FELDMAN	4/3/2019	001 011 515 91 41 01	Social Worker Program (Grant)	2019 LS Social Service OPD Program - Grant Monies	\$14,000.00
033119 FELDMAN	4/3/2019	001 011 515 91 41 01	Social Worker Program (Grant)	2019 LS Social Service Program - Local Portion	\$4,720.00
033119 FELDMAN	4/3/2019	001 011 589 40 00 00	Grant Exp - Arlington	2019 Arlington Social Service OPD Program - Grant Monies	\$21,000.00
					\$39,720.00

Vendor: Flower World Inc

Check Number: 47538

Invoice No	Check Date	Account Number	Account Name	Description	Amount
83563	4/3/2019	001 010 576 80 31 00	PK-Operating Costs	Annual Flowers	\$417.66
					\$417.66

Vendor: Gardner

Check Number: 47539

Invoice No	Check Date	Account Number	Account Name	Description	Amount
714	4/3/2019	001 008 521 20 31 07	LE - Donation Canine Unit	Install Equipment into Chevy Tahoe Police Vehicle	\$5,045.25
					\$5,045.25

Vendor: Good

Check Number: 47540

Invoice No	Check Date	Account Number	Account Name	Description	Amount
042419 GOOD	4/3/2019	001 005 518 10 43 00	HR-Travel & Meetings	PerDiem - Meals NOVATime Conf Las Vegas - Good	\$68.00
					\$68.00

Vendor: Gordon Truck Centers Inc

Check Number: 47541

Invoice No	Check Date	Account Number	Account Name	Description	Amount
PC302065372-01	4/3/2019	410 016 531 10 31 02	SW-Operating Costs	High Output High Temp Alt - PW19	\$152.41
					\$152.41

Vendor: Gunarama Wholesale Inc

Check Number: 47542

Invoice No	Check Date	Account Number	Account Name	Description	Amount
981452	4/3/2019	001 008 521 20 31 01	LE-Fixed Minor Equipment	Purchasing Firearms	\$6,874.86
					\$6,874.86

Vendor: Hansen

Check Number: 47503

Invoice No	Check Date	Account Number	Account Name	Description	Amount
032619 HANSEN	3/29/2019	001 000 589 10 00 00	Refund of Deposits	Refundable Security Deposit #7	\$400.00

032619 HANSEN	3/29/2019	302 010 594 76 61 01	PM - North Cove Capital	Reimbursement of Pro-Rated Rent March #7	\$532.26
032919 HANSEN	3/29/2019	302 010 594 76 61 01	PM - North Cove Capital	Relocation Assistance #7	\$1,290.00
					\$2,222.26

Vendor: Hansen

Check Number: 47543

Invoice No	Check Date	Account Number	Account Name	Description	Amount
1585	4/3/2019	520 008 594 21 63 00	Capital Equipment	Boat Collar Purchase	\$9,900.20
					\$9,900.20

Vendor: Heinemann

Check Number: 47544

Invoice No	Check Date	Account Number	Account Name	Description	Amount
041719HEINEMANN	4/3/2019	001 008 521 20 43 00	LE-Travel & Per Diem	PerDiem - Meals BAC-SFST Marysville - Heinemann	\$20.00
					\$20.00

Vendor: Home Depot

Check Number: 47545

Invoice No	Check Date	Account Number	Account Name	Description	Amount
2013880	4/3/2019	305 010 594 76 60 00	North Cove Park Capital	Poly Sheeting North Cove	\$578.67
3080572	4/3/2019	001 008 521 50 48 00	LE-Facility Repair & Maint	Wire Spool PD Repair	\$110.19
3182736	4/3/2019	410 016 531 10 31 02	SW-Operating Costs	Carriage Bolt	\$8.71
5080773	4/3/2019	410 016 531 10 31 02	SW-Operating Costs	FillerFlate/Sqr Cover/Pipe Clamp	\$13.41
9081018	4/3/2019	001 010 576 80 31 00	PK-Operating Costs	Tread Strips/Step & Ladder Tread/Galv Roofing	\$52.72
					\$763.70

Vendor: Honey Bucket

Check Number: 47546

Invoice No	Check Date	Account Number	Account Name	Description	Amount
0551010102	4/3/2019	001 010 576 80 45 00	PK-Equipment Rental	Honey Bucket Rental - Community Garden	\$117.50
0551015763	4/3/2019	001 010 576 80 45 00	PK-Equipment Rental	Honey Bucket Rental - Event Swim Beach	\$269.65
					\$387.15

Vendor: Horizon Distributors Inc

Check Number: 47547

Invoice No	Check Date	Account Number	Account Name	Description	Amount
2M080322	4/3/2019	001 010 576 80 31 00	PK-Operating Costs	Herbicide	\$588.81
					\$588.81

Vendor: HSA Bank

Check Number: 47499

Invoice No	Check Date	Account Number	Account Name	Description	Amount
032519	3/28/2019	001 000 284 00 00 00	Payroll Liability Other	Health Savings Account Employee Contrubutions	\$660.99
					\$660.99

Vendor: International Institute of Municipal Clerks

Check Number: 47548

Invoice No	Check Date	Account Number	Account Name	Description	Amount
31685 0419	4/3/2019	001 003 514 20 49 00	CC-Miscellaneous	IIMC Annual Membership 2019 - Pugh	\$235.00
					\$235.00

Vendor: J Thayer Company Inc

Check Number: 47549

Invoice No	Check Date	Account Number	Account Name	Description	Amount
1335137-0	4/3/2019	001 008 521 20 31 00	LE-Office Supplies	Date Stamp	\$134.71
1339517-0	4/3/2019	001 008 521 20 31 00	LE-Office Supplies	Index Tabs	\$5.17
1339878-0	4/3/2019	001 007 558 50 31 00	PL-Office Supplies	Folders/Pens	\$35.65
1339878-0	4/3/2019	001 013 518 20 31 00	GG-Operating Costs	Paper/Stapler/Clips/Pushpins/Air Freshener	\$278.04
1340198-0	4/3/2019	001 008 521 20 31 00	LE-Office Supplies	Index Tabs	\$5.89
1341474-0	4/3/2019	001 004 514 23 31 00	FI-Office Supplies	Bond Paper/Toner	\$220.47
1341474-0	4/3/2019	001 005 518 10 31 00	HR-Office Supplies	Index Dividers	\$8.79
1341474-0	4/3/2019	001 007 558 50 31 00	PL-Office Supplies	Post Its/Paper	\$29.94
1341474-0	4/3/2019	001 007 559 30 31 00	PB-Office Supplies	Post Its	\$8.95
1341474-0	4/3/2019	001 013 518 20 31 00	GG-Operating Costs	Pens/Batteries/Post Its	\$50.86
1343652-0	4/3/2019	001 004 514 23 31 00	FI-Office Supplies	Paper	\$7.83
1343652-0	4/3/2019	001 010 576 80 31 00	PK-Operating Costs	Scissors/Scales/Batteries	\$20.99
1343652-0	4/3/2019	001 013 518 20 31 00	GG-Operating Costs	Banker Boxes/Soap/Reinforcement Tabs	\$94.98
1343652-0	4/3/2019	101 016 544 90 31 01	ST-Office Supplies	Scissors/Scales/Batteries	\$20.97
1343652-0	4/3/2019	410 016 531 10 31 01	SW-Office Supplies	Scissors/Scales/Batteries	\$20.96
					\$944.20

Vendor: KPG Inc PS

Check Number: 47550

Invoice No	Check Date	Account Number	Account Name	Description	Amount
2-3719	4/3/2019	305 016 595 30 60 02	Main Street Project	Main Street Improvements	\$14,672.71
					\$14,672.71

Vendor: Lake Stevens Chamber of Commerce

Check Number: 47551

Invoice No	Check Date	Account Number	Account Name	Description	Amount
040119 CHAMBER	4/3/2019	001 013 518 90 49 01	GG-Chamber of Commerce	Contributions for VIC April 2019	\$1,500.00
					\$1,500.00

Vendor: Lake Stevens Mini Mart

Check Number: 47552

Invoice No	Check Date	Account Number	Account Name	Description	Amount
022819 LSMM	4/3/2019	410 016 531 10 32 00	SW-Fuel	Fuel	\$104.03
					\$104.03

Vendor: Lake Stevens Police Guild

Check Number: 47500

Invoice No	Check Date	Account Number	Account Name	Description	Amount
032519	3/28/2019	001 000 284 00 00 00	Payroll Liability Other	Employee Paid Union Dues	\$1,155.00
					\$1,155.00

Vendor: Lake Stevens Senior Center

Check Number: 47553

Invoice No	Check Date	Account Number	Account Name	Description	Amount
040319 SENIOR	4/3/2019	001 012 565 10 49 00	CS-Human Services	Senior Center Funding Agreement Payment #1	\$20,000.00
					\$20,000.00

Vendor: Land Development Consultants Inc

Check Number: 47554

Invoice No	Check Date	Account Number	Account Name	Description	Amount
18216	4/3/2019	001 007 558 60 41 00	PL-UGA-RUTA-Annexation	LS Buildable Land Analysis	\$3,240.50
					\$3,240.50

Vendor: LN Curtis & Sons

Check Number: 47555

Invoice No	Check Date	Account Number	Account Name	Description	Amount
CM15051	4/3/2019	001 008 521 20 31 05	LE-Equipment - New Officers	Credit Pants New Officer McGuinn INV253189	(\$84.89)
INV263873	4/3/2019	001 008 521 20 31 02	LE-Minor Equipment	Short Sleeve Base Shirt	\$72.91
INV263914	4/3/2019	001 008 521 20 31 02	LE-Minor Equipment	Fleece Knit Cap	\$45.57
INV265312	4/3/2019	001 008 521 20 31 07	LE - Donation Canine Unit	Reflective Patches - A Michaels	\$40.73
INV265639	4/3/2019	001 008 521 20 31 05	LE-Equipment - New Officers	Womens Pants New Officer McGuinn	\$97.87
INV266069	4/3/2019	001 008 521 20 31 01	LE-Fixed Minor Equipment	Armor/Concealable Carrier/Trama Pack	\$1,057.42
					\$1,229.61

Vendor: Lowes Companies

Check Number: 47556

Invoice No	Check Date	Account Number	Account Name	Description	Amount
901451	4/3/2019	001 010 576 80 31 00	PK-Operating Costs	Weldtec	\$40.45
920669	4/3/2019	001 010 576 80 31 00	PK-Operating Costs	Screws/DW Skts	\$116.61
					\$157.06

Vendor: Lynden Incorporated

Check Number: 47557

Invoice No	Check Date	Account Number	Account Name	Description	Amount
SLT-318813	4/3/2019	101 016 542 66 31 00	ST-Snow & Ice - Sply	Bulk Road Salt	\$1,791.98
SLT-318821	4/3/2019	101 016 542 66 31 00	ST-Snow & Ice - Sply	Bulk Road Salt	\$1,456.06
					\$3,248.04

Vendor: Metron & Associates Inc

Check Number: 47558

Invoice No	Check Date	Account Number	Account Name	Description	Amount
12429	4/3/2019	001 010 594 76 64 00	PK-Capital Outlay	Survey/Review Docs/Drafting - PW Shop	\$2,049.58
12429	4/3/2019	101 016 594 42 64 00	ST-Capital Expenditures	Survey/Review Docs/Drafting - PW Shop	\$2,049.58
12429	4/3/2019	410 016 594 31 60 01	SW - Capital Expenditure	Survey/Review Docs/Drafting - PW Shop	\$2,049.59
12446	4/3/2019	410 016 594 31 60 01	SW - Capital Expenditure	Review Maps/TIitle Report/Drafting/Redline - PW Shop	\$782.50
					\$6,931.25

Vendor: Nationwide Retirement Solution

Check Number: 0

Invoice No	Check Date	Account Number	Account Name	Description	Amount
032519	3/28/2019	001 000 282 00 00 00	Payroll Liability Retirement	Employee Portion-Nationwide	\$3,936.67
					\$3,936.67

Vendor: Neofunds by Neopost

Check Number: 47559

Invoice No	Check Date	Account Number	Account Name	Description	Amount
80346335 0319	4/3/2019	001 008 521 20 42 00	LE-Communication	Postage PD	\$400.00
					\$400.00

Vendor: North Sound Hose Fittings Inc

Check Number: 47560

Invoice No	Check Date	Account Number	Account Name	Description	Amount
N010789	4/3/2019	410 016 531 10 31 02	SW-Operating Costs	Vactor Parts	\$874.81
N010876	4/3/2019	001 010 576 80 31 00	PK-Operating Costs	Hoses Cleaned/Capped	\$28.46
N010876	4/3/2019	101 016 544 90 31 02	ST-Operating Cost	Hoses Cleaned/Capped	\$28.44
N010876	4/3/2019	410 016 531 10 31 02	SW-Operating Costs	Hoses Cleaned/Capped	\$28.44
N010948	4/3/2019	101 016 544 90 31 02	ST-Operating Cost	Hoses Ultracleaned/Capped	\$50.93
N010948	4/3/2019	410 016 531 10 31 02	SW-Operating Costs	Hoses Ultracleaned/Capped	\$50.93
N011051	4/3/2019	410 016 531 10 31 02	SW-Operating Costs	Hydraulic Hose	\$55.09
					\$1,117.10

Vendor: NW Geosynthetics Inc

Check Number: 47561

Invoice No	Check Date	Account Number	Account Name	Description	Amount
I0291444	4/3/2019	410 016 531 10 31 02	SW-Operating Costs	Miragrid Rolls	\$2,002.00
					\$2,002.00

Vendor: O Reilly Auto Parts

Check Number: 47562

Invoice No	Check Date	Account Number	Account Name	Description	Amount
2960-496735	4/3/2019	001 008 521 50 30 02	LE-Fleet Minor Equipment	Wiper Fluid	\$23.36
2960-498314	4/3/2019	001 008 521 50 30 02	LE-Fleet Minor Equipment	Capsules	\$7.22
2960-498316	4/3/2019	001 008 521 50 30 02	LE-Fleet Minor Equipment	Capsules	\$28.88
					\$59.46

Vendor: Ogden Murphy Wallace PLLC

Check Number: 47563

Invoice No	Check Date	Account Number	Account Name	Description	Amount
822201	4/3/2019	001 011 515 41 41 00	Ext Consultation - City Atty	Legal Services Feb 2019	\$18,568.85
822201	4/3/2019	001 011 515 41 41 01	Ext Consult - PRA	Legal Services Feb 2019	\$1,764.00
					\$20,332.85

Vendor: Pitney Bowes

Check Number: 47564

Invoice No	Check Date	Account Number	Account Name	Description	Amount
3308508039	4/3/2019	001 013 518 20 45 00	GG-Rental & Services	Postage Machine Rental 1/23/19 - 4/22/19	\$353.32
					\$353.32

Vendor: Precision Turf Equipment LLC

Check Number: 47565

Invoice No	Check Date	Account Number	Account Name	Description	Amount
12088-38915	4/3/2019	001 010 576 80 31 00	PK-Operating Costs	Weed Eater Repair Parts	\$13.43
					\$13.43

Vendor: Premier Fence Inc

Check Number: 47566

Invoice No	Check Date	Account Number	Account Name	Description	Amount
2190020	4/3/2019	410 016 531 10 48 00	SW-Repairs & Maintenance	Chainlink Fence	\$1,781.60
2190021	4/3/2019	410 016 531 10 48 00	SW-Repairs & Maintenance	Chainlink Fence	\$2,176.19
					\$3,957.79

Vendor: Public Agency Training Council

Check Number: 47567

Invoice No	Check Date	Account Number	Account Name	Description	Amount
239107	4/3/2019	001 008 521 40 49 01	LE-Registration Fees	Registration - Supervising the Toxic Officer - Barnes	\$350.00
					\$350.00

Vendor: Puget Sound Clean Air Agency

Check Number: 47568

Invoice No	Check Date	Account Number	Account Name	Description	Amount
Q2 PSCAA	4/3/2019	001 013 553 70 51 00	GG-Air Pollution	Q2 Clean Air Assessment 2019	\$5,317.75
					\$5,317.75

Vendor: Purchase Power

Check Number: 47569

Invoice No	Check Date	Account Number	Account Name	Description	Amount
01831977 0319	4/3/2019	001 007 558 50 42 00	PL-Communication	Postage	\$75.57
01831977 0319	4/3/2019	001 013 518 20 42 00	GG-Communication	Postage	\$223.71
01831977 0319	4/3/2019	101 016 543 30 42 00	ST-Communications	Postage	\$0.36
01831977 0319	4/3/2019	410 016 531 10 42 00	SW-Communications	Postage	\$0.36
					\$300.00

Vendor: Rexel USA Inc

Check Number: 47570

Invoice No	Check Date	Account Number	Account Name	Description	Amount
U351175	4/3/2019	101 016 594 42 64 00	ST-Capital Expenditures	Credit - Wht Duplex Rcpt	(\$17.17)
U507926	4/3/2019	101 016 594 42 64 00	ST-Capital Expenditures	Credit - WCp Duplex Ears	(\$13.42)
U650766	4/3/2019	410 016 531 10 31 02	SW-Operating Costs	Shop Lights	\$609.00
U678581	4/3/2019	410 016 531 10 31 02	SW-Operating Costs	LED Hook Ups/Lights/Bolts/Screws	\$2,288.81
					\$2,867.22

Vendor: Robertson

Check Number: 47509

Invoice No	Check Date	Account Number	Account Name	Description	Amount
040119ROBERTSON	4/1/2019	302 010 594 76 61 01	PM - North Cove Capital	#10 Partial Moving Exp - Robertson	\$350.00
					\$350.00

Vendor: SirennnetCom

Check Number: 47571

Invoice No	Check Date	Account Number	Account Name	Description	Amount
0237545-IN	4/3/2019	520 008 594 21 63 00	Capital Equipment	Plastic Housing/Contact Sockets	\$94.41
0237894-IN	4/3/2019	001 008 521 20 48 00	LE-Repair & Maintenance Equip	SOLO Light Array/ Tracer Brackets	\$1,096.23
					\$1,190.64

Vendor: Six Robblees Inc

Check Number: 47572

Invoice No	Check Date	Account Number	Account Name	Description	Amount
14-381503	4/3/2019	101 016 544 90 31 02	ST-Operating Cost	Rubber Mud Flap	\$17.73
14-381503	4/3/2019	410 016 531 10 31 02	SW-Operating Costs	Rubber Mud Flap	\$17.73
14-381591	4/3/2019	101 016 544 90 31 02	ST-Operating Cost	Triple Tow Bar	\$121.79
14-381893	4/3/2019	001 008 521 21 48 00	LE-Boating Repair & Maint	Boat Trailer Parts PT44	\$38.37
					\$195.62

Vendor: Smith

Check Number: 47573

Invoice No	Check Date	Account Number	Account Name	Description	Amount
042419 SMITH	4/3/2019	001 005 518 10 43 00	HR-Travel & Meetings	PerDiem - Meals NOVATime Conf Las Vegas - T Smith	\$68.00
					\$68.00

Vendor: Snohomish County 911

Check Number: 47574

Invoice No	Check Date	Account Number	Account Name	Description	Amount
1325	4/3/2019	001 008 528 00 51 00	LE-Snopac Dispatch	Dispatch Services	\$28,214.30
					\$28,214.30

Vendor: Snohomish County Conservation Dist

Check Number: 47504

Invoice No	Check Date	Account Number	Account Name	Description	Amount
3759	3/29/2019	410 016 531 50 31 16	DOE - Capacity Exp 17-19	Grant Reimbursement Oct-Dec 2018	\$1,886.84
					\$1,886.84

Vendor: Snohomish County Human Service

Check Number: 47575

Invoice No	Check Date	Account Number	Account Name	Description	Amount
I000496213	4/3/2019	001 013 566 00 51 00	GG-Liquor Tax to SnoCo	Q4 2018 Liquor Excise Taxes	\$2,121.61
					\$2,121.61

Vendor: Snohomish County PUD

Check Number: 47576

Invoice No	Check Date	Account Number	Account Name	Description	Amount
100382757	4/3/2019	001 010 576 80 47 00	PK-Utilities	City Shop Mechanic	\$87.32
100382757	4/3/2019	101 016 543 50 47 00	ST-Utilities	City Shop Mechanic	\$87.30
100382757	4/3/2019	410 016 531 10 47 00	SW-Utilities	City Shop Mechanic	\$87.30
111696647	4/3/2019	101 016 542 63 47 00	ST-Lighting - Utilities	Street Lights Meter 1000509224	\$149.33
111696647	4/3/2019	101 016 542 63 47 00	ST-Lighting - Utilities	Traffic Signal Meter 1000431843	\$91.21
115000931	4/3/2019	001 010 576 80 47 00	PK-Utilities	Catherine Creek Park Electric	\$16.51
121638343	4/3/2019	001 010 576 80 47 00	PK-Utilities	Decant Yard	\$7.94
121638343	4/3/2019	101 016 542 63 47 00	ST-Lighting - Utilities	Decant Yard	\$7.94
121638343	4/3/2019	410 016 531 10 47 00	SW-Utilities	Decant Yard	\$7.94
138062796	4/3/2019	101 016 542 63 47 00	ST-Lighting - Utilities	Traffic Signal Meter 1000524037	\$91.41
138062796	4/3/2019	101 016 542 64 47 00	ST-Traffic Control -Utility	Traffic Signal Meter 1000582023	\$68.21
141373857	4/3/2019	001 010 576 80 47 00	PK-Utilities	Lundeen Restrooms Electric	\$188.65
141373857	4/3/2019	001 010 576 80 47 00	PK-Utilities	Lundeen Restrooms Water	\$286.73

141373857	4/3/2019	001 012 557 30 40 01	CS - VIC Utilities	Visitor Information Center Electric	\$68.76
141373857	4/3/2019	101 016 542 63 47 00	ST-Lighting - Utilities	Street Lights	\$191.59
141373858	4/3/2019	101 016 542 63 47 00	ST-Lighting - Utilities	Traffic Signal	\$156.50
154550950	4/3/2019	101 016 542 63 47 00	ST-Lighting - Utilities	Street Lights	\$211.70
160923336	4/3/2019	001 008 521 50 47 00	LE-Facility Utilities	Police Dept Electric Meter 1000129464	\$598.02
160923336	4/3/2019	001 008 521 50 47 00	LE-Facility Utilities	Police Dept Water Meter 1100167682	\$111.08
160925278	4/3/2019	001 010 576 80 47 00	PK-Utilities	City Shop Electric/Water	\$241.39
160925278	4/3/2019	101 016 543 50 47 00	ST-Utilities	City Shop Electric/Water	\$241.40
160925278	4/3/2019	410 016 531 10 47 00	SW-Utilities	City Shop Electric/Water	\$241.47
164141098	4/3/2019	101 016 542 63 47 00	ST-Lighting - Utilities	SR92 Roundabout at 99th	\$48.39
164144973	4/3/2019	101 016 542 63 47 00	ST-Lighting - Utilities	Traffic Signal	\$52.99
					\$3,341.08

Vendor: Snohomish County Sheriffs Office

Check Number: 47577

Invoice No	Check Date	Account Number	Account Name	Description	Amount
2019-4918	4/3/2019	001 008 523 60 51 00	LE-Jail	Jail Services Feb 2019	\$23,396.92
					\$23,396.92

Vendor: Sound Mettle Inc

Check Number: 47578

Invoice No	Check Date	Account Number	Account Name	Description	Amount
1022675	4/3/2019	410 016 531 10 31 02	SW-Operating Costs	Stainless/Brass/Hot Rolled/Aluminum Sheeting	\$519.67
					\$519.67

Vendor: Sound Publishing Inc

Check Number: 47579

Invoice No	Check Date	Account Number	Account Name	Description	Amount
EDH847876	4/3/2019	001 013 518 30 41 01	GG-Advertising	CC Joint Meeting SnoCo Council/Dept Ecology	\$110.32
EDH848021	4/3/2019	001 007 558 50 41 03	PL-Advertising	PH Adrian Annexation	\$127.52
EDH848225	4/3/2019	001 007 558 50 41 03	PL-Advertising	PH Southeast Island Annexation	\$55.16
EDH848234	4/3/2019	001 007 558 50 41 04	Permit Related Professional Sr	LUA2019-0043 Larkspur Final Plat Application	\$70.64
EDH849534	4/3/2019	001 007 558 50 41 04	Permit Related Professional Sr	LUA2019-0030 Knutsen Final Short Plat Alteration	\$70.64
					\$434.28

Vendor: Springbrook Nursery

Check Number: 47580

Invoice No	Check Date	Account Number	Account Name	Description	Amount
19-032700	4/3/2019	001 013 518 20 48 00	GG-Repair & Maintenance	Trucking/Demolition Dump Fees	\$10,431.80
274501	4/3/2019	001 013 518 20 48 00	GG-Repair & Maintenance	Rocks	\$107.70
					\$10,539.50

Vendor: Stevens

Check Number: 47581

Invoice No	Check Date	Account Number	Account Name	Description	Amount
042419 BSTEVENS	4/3/2019	001 004 514 23 43 00	FI-Travel & Meetings	PerDiem - Meals NOVATime Conf Las Vegas - B Stevens	\$68.00
061219 BSTEVENS	4/3/2019	001 004 514 23 43 00	FI-Travel & Meetings	PerDiem - Meals/Flight Springbrook Conf - B Stevens	\$148.10
					\$216.10

Vendor: Summit Law Group

Check Number: 47582

Invoice No	Check Date	Account Number	Account Name	Description	Amount
102046	4/3/2019	001 005 518 10 41 00	HR-Professional Services	General Labor Matters Feb 2019	\$247.50
					\$247.50

Vendor: Tacoma Screw Products Inc

Check Number: 47583

Invoice No	Check Date	Account Number	Account Name	Description	Amount
18233331	4/3/2019	001 010 576 80 31 00	PK-Operating Costs	HP Ultra Cycle Engine	\$301.47
18233679	4/3/2019	101 016 544 90 31 02	ST-Operating Cost	Screw Pin Anchor Shackle	\$33.15
18233679	4/3/2019	410 016 531 10 31 02	SW-Operating Costs	Screw Pin Anchor Shackle	\$33.16
18233680	4/3/2019	101 016 544 90 31 02	ST-Operating Cost	United Rotary Brushes	\$298.97
18233680	4/3/2019	410 016 531 10 31 02	SW-Operating Costs	United Rotary Brushes	\$298.98
18233681	4/3/2019	101 016 544 90 31 02	ST-Operating Cost	Gloves	\$16.39
18233681	4/3/2019	410 016 531 10 31 02	SW-Operating Costs	Gloves	\$16.39
18234526	4/3/2019	001 010 576 80 31 00	PK-Operating Costs	Bits/Nut Setters/Snap Links/Link Zip/Washers	\$249.04
					\$1,247.55

Vendor: Technological Services Inc

Check Number: 47584

Invoice No	Check Date	Account Number	Account Name	Description	Amount
12052	4/3/2019	001 008 521 20 48 00	LE-Repair & Maintenance Equip	Express Lub/Filters/Tire Rotation A-13-52	\$282.03
12073	4/3/2019	001 008 521 20 48 00	LE-Repair & Maintenance Equip	Brake Inspec/Tires/Steer Inspec/Alignment PT-16-60	\$532.95
12118	4/3/2019	001 008 521 20 48 00	LE-Repair & Maintenance Equip	Express Lub/Fluids Check PS-17-71	\$71.20
12181	4/3/2019	001 008 521 20 48 00	LE-Repair & Maintenance Equip	Express Lub/Oil/Engine Repair/Brakes PT-15-62	\$2,104.08
12193	4/3/2019	001 008 521 20 48 00	LE-Repair & Maintenance Equip	Express Lub/Oil/Tire Rotation/Brake Inspec PT-16-60	\$217.21
12195	4/3/2019	001 008 521 20 48 00	LE-Repair & Maintenance Equip	Express Lub/Oil/Tire Rotation/Brake Inspec PT-18-79	\$81.07
					\$3,288.54

Vendor: True North Equipment Inc

Check Number: 47505

Invoice No	Check Date	Account Number	Account Name	Description	Amount
E00039	3/29/2019	410 016 531 50 31 16	DOE - Capacity Exp 17-19	Envirosight Quickview Zoom Camera	\$18,251.64
					\$18,251.64

Vendor: UPS

Check Number: 47585

Invoice No	Check Date	Account Number	Account Name	Description	Amount
0000074Y42109	4/3/2019	001 008 521 20 42 00	LE-Communication	Evidence Shipping	\$16.08
					\$16.08

Vendor: Upstate Engineering

Check Number: 47586

Invoice No	Check Date	Account Number	Account Name	Description	Amount
1021-1	4/3/2019	305 010 594 76 60 00	North Cove Park Capital	Festival Pavillion Engineering/Drafting North Cove	\$4,715.00
					\$4,715.00

Vendor: Vantagepoint Transfer Agents - 108991

Check Number: 47501

Invoice No	Check Date	Account Number	Account Name	Description	Amount
032519	3/28/2019	001 000 282 00 00 00	Payroll Liability Retirement	ICMA Deferred Comp - Employer Contribution	\$363.39
					\$363.39

Vendor: Vantagepoint Transfer Agents - 307428

Check Number: 47502

Invoice No	Check Date	Account Number	Account Name	Description	Amount
032519	3/28/2019	001 000 282 00 00 00	Payroll Liability Retirement	ICMA Deferred Comp - Employee Contribution	\$1,880.02
					\$1,880.02

Vendor: WABO

Check Number: 47587

Invoice No	Check Date	Account Number	Account Name	Description	Amount
37432	4/3/2019	001 007 559 30 41 01	PB-Advertising	Building Inspector/Code Compliance Officer - Advertisement	\$50.00
					\$50.00

Vendor: Washington State Criminal Justice

Check Number: 47588

Invoice No	Check Date	Account Number	Account Name	Description	Amount
201132139	4/3/2019	001 008 521 40 49 01	LE-Registration Fees	Registration Interviewing Techniquet - Fiske/Heinemann	\$150.00
					\$150.00

Vendor: Washington State Support Registry

Check Number: 0

Invoice No	Check Date	Account Number	Account Name	Description	Amount
032519	3/28/2019	001 000 284 00 00 00	Payroll Liability Other	Employee Paid Child Support	\$163.50
					\$163.50

Vendor: Wave Broadband

Check Number: 47589

Invoice No	Check Date	Account Number	Account Name	Description	Amount
08309300	4/3/2019	001 002 513 11 42 00	AD-Communications	Telephone Service	\$23.69
08309300	4/3/2019	001 003 514 20 42 00	CC-Communications	Telephone Service	\$47.38
08309300	4/3/2019	001 004 514 23 42 00	FI-Communications	Telephone Service	\$47.38
08309300	4/3/2019	001 005 518 10 42 00	HR-Communications	Telephone Service	\$23.69
08309300	4/3/2019	001 006 518 80 42 00	IT-Communications	Telephone Service	\$71.08
08309300	4/3/2019	001 007 558 50 42 00	PL-Communication	Telephone Service	\$154.07
08309300	4/3/2019	001 007 559 30 42 00	PB-Communication	Telephone Service	\$23.70
08309300	4/3/2019	001 008 521 20 42 00	LE-Communication	Telephone Service	\$805.81
08309300	4/3/2019	001 012 575 30 42 00	CS-Historical-Communications	Telephone Service Museum	\$23.69
08309300	4/3/2019	001 012 575 50 42 00	CS-Community Center - Comm	Telephone Service Senior Ctr	\$23.69
08309300	4/3/2019	001 013 518 20 42 00	GG-Communication	Telephone Service	\$94.76
08309300	4/3/2019	101 016 543 30 42 00	ST-Communications	Telephone Service Shop	\$136.34
08309300	4/3/2019	410 016 531 10 42 00	SW-Communications	Telephone Service Shop	\$136.34
08309300	4/3/2019	510 006 518 80 49 04	LR - WaveBroadband Fiber Lease	Fiber Leases	\$1,884.99
					\$3,496.61

Vendor: Whitney Equipment Co

Check Number: 47506

Invoice No	Check Date	Account Number	Account Name	Description	Amount
87849	3/29/2019	410 016 531 50 31 16	DOE - Capacity Exp 17-19	Ultrasonic Flow Meter & Supplies	\$9,962.17
87857	3/29/2019	410 016 531 50 31 16	DOE - Capacity Exp 17-19	Ultrasonic Flow Meter Shipping Charges	\$132.86
					\$10,095.03

Vendor: Wiman Custom Films & Laminates

Check Number: 47507

Invoice No	Check Date	Account Number	Account Name	Description	Amount
00060325	3/29/2019	410 016 531 50 31 16	DOE - Capacity Exp 17-19	Pet Waste Pickup Station	\$7,993.26
					\$7,993.26

Vendor: Wright

Check Number: 47508

Invoice No	Check Date	Account Number	Account Name	Description	Amount
032919 WRIGHT	3/29/2019	302 010 594 76 61 01	PM - North Cove Capital	North Cove Relocation #11 Final	\$2,600.00
					\$2,600.00

Vendor: Wynne and Sons Inc

Check Number: 47590

Invoice No	Check Date	Account Number	Account Name	Description	Amount
59568	4/3/2019	001 002 513 11 31 00	AD-Office Supply	Business Cards - Brazel	\$68.56
					\$68.56

Vendor: Zachor and Thomas Inc PS

Check Number: 47591

Invoice No	Check Date	Account Number	Account Name	Description	Amount
19-LKS0003	4/3/2019	001 011 515 41 41 02	Ext Consult - Prosecutor Fees	Prosecution Services March 2019	\$11,889.09
					\$11,889.09

CITY OF LAKE STEVENS
CITY COUNCIL WORKSHOP MEETING MINUTES
Tuesday, March 19, 2019
Lake Stevens Fire District Station 82 Conference Room
9811 Chapel Hill Road, Lake Stevens

CALL TO ORDER: 6:57 p.m. by Mayor John Spencer

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

ELECTED OFFICIALS ABSENT: None

STAFF MEMBERS PRESENT: City Administrator Gene Brazel, Human Resources Director Teri Smith, Human Resources/Executive Assistant Julie Good, City Clerk Kathy Pugh, Community Development Director Russ Wright, Police Chief John Dyer, Commander Ron Brooks

Mayor Spencer called the meeting to order at 6:57 p.m. and then turned the meeting over to Council President Petershagen.

Police Department Strategic Plan: Police Chief Dyer distributed copies of the Strategic Plan and provided the process and history of developing the Police Department Strategic Plan. Chief Dyer said that development of the Strategic Plan was a collaborative effort with all Police Department staff participating. Having the plan in place provides a sense of direction and is useful for decision-making, evaluating progress, assessing resource allocation and determining how to focus energy and time. Chief Dyer reviewed the steps in developing the plan which were evaluating resources, creating a mission statement, gathering input from both the staff and community, and determining how to proceed. He briefly reviewed the Strategic Plan and commented that it will provide a road map for the next few years.

Chief Dyer next provided a brief update on the accreditation process and said it is approximately a quarter of the way complete. The process looks at all Police Department statistics and standards, and the goal is to obtain accreditation in the fall of 2019. Discussion ensued regarding the accreditation process, and Councilmember Gailey suggested tying performance to the accreditation standards.

There was also discussion regarding offender accountability and Mayor Spencer suggested working with the Prosecuting Attorney regarding repeat offenders.

Food Bank Lease: City Administrator Brazel distributed the draft Food Bank lease and draft drawings of the building that is proposed. Administrator Brazel commented that there was general agreement that the lease be in place before the sale of the property closes. Administrator Brazel briefly reviewed the lease and said there are provisions to allow the City out of the lease, for the City to sublet a designated portion of the premises and providing for reserved Trestle Station parking. He added the parties have created a Maintenance Matrix which generally provides that the Food Bank will be responsible for most of the interior

maintenance and the City will be responsible for most of the exterior maintenance. Utilities, including electricity, will be metered separately. Insurance requirements are being worked out. Administrator Brazel then responded to Councilmembers' questions.

Council President Petershagen referenced a letter from AWC asking that cities nominate elected officials to the AWC Board of Directors, and said that if anyone is interested Council can vote on that at the March 26th meeting.

Mayor Spencer provided a brief update on Costco, saying that WSDOT is moving forward with the roundabout and that the funding request to the state legislature is still in play. Other elements of the proposed project are also moving forward including legal work that must be completed and obtaining permits from the Army Corps of Engineers.

Mayor Spencer next updated on several topics. The City's fire rating went from a 4 to a 3, which may slightly lower insurance premiums for businesses and residents. Naval Station Everett's State of the Station is on April 11th and the City has reserved a table for eight. He asked that councilmembers interested in attending let him know.

Councilmember Petershagen requested adding a discussion item to the upcoming joint City Council/County Council meeting regarding UGA strategy and annexation.

There was discussion regarding attending the Water Environment Federation technology conference scheduled for Chicago in September, and Mayor Spencer encouraged that it would be good to have some Councilmembers attend this conference. There was discussion about sending representatives to the conference, and a suggestion was made that the Sewer District may also be interested in sending a representative.

Mayor Spencer said the NLC Summit is scheduled in San Antonio in November, and he has heard this conference is better for learning and networking.

Council President Petershagen requested a mid-year mini-retreat be scheduled.

There being no further business the meeting was adjourned at 8:14 p.m.

John Spencer, Mayor

Kathy Pugh, City Clerk

**CITY OF LAKE STEVENS
CITY COUNCIL SPECIAL MEETING MINUTES
JOINT MEETING WITH SNOHOMISH COUNTY COUNCIL**

Tuesday, March 26, 2019
Lake Stevens School District Educational Service Center (Admin. Bldg.)
12309 22nd Street N.E. Lake Stevens

CALL TO ORDER: 6:32 p.m. by Mayor John Spencer

CITY OF LAKE STEVENS

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

CITY OF LAKE STEVENS

ELECTED OFFICIALS ABSENT: Councilmember Todd Welch

SNOHOMISH COUNTY

ELECTED OFFICIALS PRESENT: Councilmembers Sam Low, Nate Nehring, Terry Ryan

SNOHOMISH COUNTY

ELECTED OFFICIALS ABSENT: Councilmembers Stephanie Wright, Brian Sullivan

ALSO PRESENT:

City of Lake Stevens: City Clerk Kathy Pugh, Community Development Director Russ Wright, Planning Manager Joshua Machen, Associate Planner Jill Meis, Police Chief John Dyer, Commander Ron Brooks, City Attorney Greg Rubstello

Snohomish County: Clerk of the Council Debbie Eco, Senior Planner Eileen Canola

OTHERS:

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

Roll Call:

MOTION by City of Lake Stevens: Moved by Councilmember Hilt, seconded by Councilmember Tageant, to excuse Councilmember Welch from the meeting. On vote the motion carried (6-0-0-1).

Public Hearing Items:

SE Island Annexation by Interlocal Agreement: Mayor Spencer opened the Public Hearing.

Snohomish County Clerk Eco read Ordinance 19-010 into the record.

Planning Manager Machen presented the staff report. He reviewed the history of the annexation proposal and said this annexation, due to its boundaries, is eligible for annexation by Interlocal Agreement. He reviewed the proposed land use and zoning designations. He explained that

Resolution 2019-07 authorizes the Mayor to sign an Interlocal Agreement with Snohomish County which in turn authorizes the City to move forward with taking over governance of the annexation area. He then invited questions of both Councils and there were none.

Mayor Spencer then opened the public comment portion of the public hearing.

Sally Jo Sebring, 1023 99th Ave SE, Lake Stevens, does not support the City's annexation process. She explained this annexation area was originally part of a larger annexation but was removed creating the island.

Dan Dziadek, 1516 107th Avenue SE Lake Stevens, requested an amendment to promote and seek a referendum petition. He does not have confidence in the annexation process and commented on the lack of infrastructure to support this annexation.

Mayor Spencer closed the public comment portion of the public hearing and invited additional questions and comments of the City and County Council.

County Councilmember Ryan asked staff members to address some of the points that were raised during public comment.

Director Wright responded that the City's traffic Level of Service standards, which are similar to other communities, are between a level 'D' and 'E'. He then explained there is a Comprehensive Plan in place and which goes through 2035 and has all of the standard elements, including the county-wide planning policies. The City makes sure its policies are in sync with the County's standards and policies. Director Wright commented that the City believes that growth pays for future infrastructure, including 20th Street SE and the City is very active in advocating for infrastructure related to SR 2 and the Trestle. He added that under the Growth Management Act (GMA) the City is required to accept growth, and acknowledged it has been difficult for the residents of the community.

Mayor Spencer added that with mitigation funds received for development along the 20th Street SE corridor, property sales along that corridor, grants and the City's street fund, the City is moving forward with widening 20th Street SE, including development of a hot lane on 20th Street SE, which will include jump starts at stop lights.

County Councilmember Low confirmed that if the area is annexed into the City, the mitigation fees would go directly to Lake Stevens to be used within the community, whereas if the area is developed under the County, the fees would go to Snohomish County and could be used anywhere within the County and not necessarily in Lake Stevens.

Responding to City Councilmember Tageant's questions, Director Wrights explained the City's comprehensive plan is consistent with the State of Washington's Plan, the Regional Plan through Puget Sound Regional Council, and the County plans. He also explained the City is looking to create pre-designations to properties so that when a property is annexed into the City, it would have similar designations to what they are in the County.

Mayor Spencer invited additional questions or comments from County Council.

County Planner Canola confirmed the City's Comprehensive Plan is in sync with the County. She also clarified that the interlocal agreement points to the existing Master Interlocal

Agreement between Snohomish County and the City of Lake Stevens to govern the transition of services and facilities from the County to the City. Planner Canola also highlighted that the County Department of Public Works wanted to clarify there are certain covenants that the County has on private property that will be transferred to the City upon annexation.

City Councilmember Petershagen highlighted that the park mitigation fees will stay local and the traffic mitigation fees were recently increased which will help mitigate some of the impact's being experiencing.

County Councilmember Nehring thanked staff for their input.

MOTION: Moved by County Councilmember Nehring, seconded by County Councilmember Low, to approve Ordinance 19-010 Interlocal Agreement re SE Island Annexation. On vote the motion carried (3-0-0-2).

MOTION: Moved by City Councilmember Petershagen, seconded by City Councilmember Tageant, to approve Resolution 2019-07 Interlocal Agreement re SE Island Annexation. On vote the motion carried (6-0-0-1).

Mayor Spencer closed the public hearing. He then invited additional questions of Council and there were none.

Discussion Items:

Annexation Strategy and Facilities Transition: Mayor Spencer commented the City is required to take additional urban population, and in order to be able to meet the Growth Management Act (GMA) projected population figures, the City will have to go to higher densities. The City is working on this by creating different zoning designations, such as mixed use, etc. He also mentioned the City is currently lacking industrial sites within the City but there is potential within the Urban Growth Area and beyond. He then invited County Council comments.

County Councilmember Nehring thanked the Mayor for his comments and suggested having these conversations with Snohomish County Tomorrow (SCT) which is working on having more collaboration between counties and cities.

County Councilmember Ryan noted over the last five years there are an average of over 100 people a day moving to the Puget Sound Region so when looking toward the future, different housing mixes will need to be reviewed. He said it sounds like the City has a good plan but it should look at land uses for industrial, commercial, retail, and multi-residential. He said the County will help in whatever way they can.

County Councilmember Low commented that a lot of this is from the Growth Management Act (GMA) passed by the voters in 1990 and we have to plan for growth. He said his district is the third most active with growth compared to the rest of the county, and the two southern districts are struggling too because they have grown so rapidly with people commuting into Seattle for jobs. He said the GMA is there to prevent this area from turning into a 200-mile-long City. Councilmember Low suggested for all those who are opposed that they need to look at how to change the GMA with the state legislators.

Councilmember Low then said this annexation is a good thing as the County is not geared up to serve residents like a City can in regard to Public Safety, Public Works, and other services.

Adjourn:

The meeting was adjourned at 7:08 p.m.

John Spencer, Mayor

Kathy Pugh, City Clerk

**CITY OF LAKE STEVENS
CITY COUNCIL REGULAR MEETING AND JOINT
MEETING WITH DEPARTMENT OF ECOLOGY MINUTES**

Tuesday, March 26, 2019

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

CALL TO ORDER: 7:17 p.m. by Mayor John Spencer

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

ELECTED OFFICIALS ABSENT: Councilmembers Todd Welch and Kurt Hilt

STAFF MEMBERS PRESENT: Community Development Director Russ Wright, Planning Manager Josh Machen, Commander Jeff Beazizo, Commander Ron Brooks, City Clerk Kathy Pugh, City Attorney Greg Rubstello, Associate Planner Jill Meis

OTHERS: Chad Yunge, Department of Ecology; Mark Daniel [Add Watershed Representatives by name]

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

Approval of Agenda:

Staff requested Consent Agenda Item (F) be removed for further review.

MOTION: Moved by Councilmember Daughtry, seconded by Councilmember Gailey, to approve the agenda as amended. On vote the motion carried (5-0-0-2).

Citizen Comments: None.

Council Business:

- Councilmember Daughtry: Joint Session Snohomish County Cities and Snohomish County Tomorrow, Snohomish County Cities for Improved Transportation, Community Transit Board
- Councilmember Petershagen: Met with Ann Larson, aide to Senator Patty Murray regarding the Trestle; Trestle Tour with Congresswoman Suzan DelBene
- Councilmember McDaniel: Thanked staff and public works for great job on downtown
- Councilmember Gailey: 2050 Vision, U.S 2/Trestle Tour; Ride-along with Sewer District
- Councilmember Tageant: War Memorial Flag Retirement

Mayor's Business: Water Environment Technical Conference September 21-25, 2019. Mayor Spencer requested clarification from Council on attending this conference and said it would provide valuable information for working with the Sewer District. Councilmember Tageant said it is important to attend especially, in light of work with Sewer District. Discussion ensued on the progress of unification, and Mayor Spencer provided a brief update on the status of working with

the Sewer District. Councilmember Petershagen added that the Sewer District is potentially looking at some technology expenditures and it would be good to have better information so that City can weigh in on potential expenditures and technology upgrades.

Mayor Spencer suggested scheduling the mid-year retreat on July 2 or July 16 starting around 3:00 p.m. or 3:30 p.m. There was Council consensus to hold the mid-year retreat on July 16, 2019.

Mayor Spencer said the Naval Station Everett State of the Station is on April 11th and the City has committed to a table of 8 with confirmed attendance by Councilmembers Petershagen, McDaniel, Daughtry, and Tageant. Councilmember Gailey will let staff know later.

Mayor Spencer said the Council has been asked if it would like to nominate someone to fill a position on the Association of Washington Cities Board of Directors. Council had no volunteers.

Mayor Spencer updated Council on the North Cove Park status and said the South Lake Stevens Road project is moving forward.

City Department Report:

- Community Development Director Russ Wright: Grant for South Lake Stevens Road Project; Citizen group formed for design of War Memorial; Downtown plan moving forward
- Chief Dyer: Lundeen Park Traffic Study, and 20th as well; Canine is back in town
- City Clerk Pugh: Records Disposition

Consent Agenda:

MOTION: Moved by Councilmember Daughtry, seconded by Councilmember Tageant, to approve (B) 2019 Vouchers [Payroll Direct Deposits of \$221,426.45, Payroll Check No. 47317 in the amount of \$1,765.91, Tax Deposits of \$204,376.64, Electronic Funds Transfers (ACH) of \$80,624.20, Claims Check Nos. 47318-47387, 47389-47498 totaling \$953,402.40, Void Check Nos. 47036, 47253, 47070-47271, 47352, 47366 totaling (-\$48,303.45), Total Vouchers Approved: \$1,413,292.15], (C) City Council Regular Meeting Minutes of February 26, 2019 (D) City Council Special Meeting Minutes of March 5, 2019, (E) Ordinance 1052 Amending 2019 Budget, (F) Removed. On vote the motion carried (5-0-0-2).

Public Hearings:

Joint Public Hearing with Department of Ecology re Shoreline Management Plan: Mayor Spencer opened the public hearing.

Planning Manager Machen introduced Chad Yunge from the Department of Ecology, and the team who have assisted with the Shoreline Management Plan (SMP), City Associate Planner Jill Meis, and Mark Daniel from the Watershed Company. He then reviewed why the SMP is being updated and the public process to date.

Mr. Daniel, Watershed Company Consultant, commented on the periodic update report which was completed to determine what items in the master program might need to be updated. He reviewed the process for identifying areas that need updating and then reviewed staff recommendations for updates.

Mayor Spencer invited questions from Council.

Councilmember Daughtry commented he is still reviewing the material. He said the Shoreline Master Program is important and the City needs to be careful on how it moves forward.

Councilmember Tageant is interested in how the proposed overwater structures will look, in comparison to what is currently in place.

Director Wright commented this is a phase in the process, so Council will have more time for review and ask questions.

Responding to Councilmember Petershagen's question, Mr. Daniel said that treated lumber is allowed for pilings but not typically on decking structure. Planning Manager Machen added there is a certified post-treatment program that allows for certain lumber to be placed in water.

Mayor Spencer invited public comment.

Mary Kuehn, 2017 Vernon Road, shared an experience with a neighbor regarding a dock in disrepair. She inquired regarding the process and cost for removing dilapidated structures.

Mayor Spencer responded that staff will work with her if she will return to the City.

Richard Todd, Lake Stevens, commented on the 2010 Shoreline Master Plan, also done with assistance from Watershed Company, and said the plan extended to tributaries including Stitch Creek. He said it is important to acknowledge the breadth and depth of the Shoreline Master Plan.

There being no further public comment, Mayor Spencer closed the public comment portion of the hearing.

Mayor Spencer invited additional questions of Council and there were none. He then closed the Public Hearing.

SE Island Annexation and Ordinance 1053: Mayor Spencer opened the public hearing.

Planning Manager Machen presented the staff report and briefly reviewed that earlier in the evening the County and City approved an Interlocal Agreement for the SE Island annexation. He said at this time, staff is requesting that Council move forward with this annexation by holding the public hearing and adopting Ordinance 1053. He then invited questions of Council and there were none.

Mayor Spencer opened the public comment portion of the hearing.

Dan Dziadek, 1516 107th Avenue SE, Lake Stevens, commented that he understands the requirements of the Growth Management Act, but he does not believe this annexation process is being fully followed.

Mayor Spencer closed the public comment portion of the hearing and invited additional questions and comments of Council. There being none, Mayor Spencer closed the public hearing.

MOTION: Moved by Councilmember Petershagen, seconded by Councilmember McDaniel to adopt Ordinance No. 1053 annexing the properties contained within the Southeast Island Annexation and adopt Comprehensive Plan Designations and Zoning for the annexed parcels, and requiring the assumption of a proportionate share of all existing City indebtedness. On vote the motion carried (5-0-0-2).

Adrian Annexation and Resolution 2019-09: Mayor Spencer opened the public hearing.

Planning Manager Machen reviewed the history of this annexation, noting a 60% petition was previously accepted. Snohomish County upon review requested the City expand its annexation area into the ball fields near Centennial Trail and Machias Road. This is an additional three parcels, all of which are adjacent to the Adrian property. With this request, the petition had to be revised to reflect the boundary change and is being brought forward tonight for Council's approval. Planning Manager Machen then responded to Councilmembers' questions.

Councilmember Tageant said he supports this change.

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

Mayor Spencer then closed the public hearing.

MOTION: Moved by Councilmember Tageant, seconded by Councilmember Daughtry to approve Resolution 2019-09 accepting the 60 percent Adrian Annexation petition to issue a revised notice of intent to annex and requiring that upon annexation, the simultaneous adoption of land use and zoning designations and requiring the assumption of a proportionate share of existing City indebtedness. On vote the motion carried (5-0-0-2).

ACTION ITEMS:

Approve Professional Services Agreement with PACE Engineers re Decant Facility:

Director Wright presented the staff report, and said the PUD is interested in partnering with the City on this facility. Director Wright and Mayor Spencer responded to Councilmembers' questions.

MOTION: Moved by Councilmember Tageant, seconded by Councilmember Gailey to authorize the Mayor to execute a Professional Services Agreement with PACE Engineers, Inc. for the design phase of a Decant Facility in the amount of \$140,300, and a management reserve of \$9,700, for a total of \$150,000. On vote the motion carried (5-0-0-2).

Approve Ordinance 1051 Amending LSMC Title 7.18 re Tow Truck Businesses:

Commander Beazizo presented the staff report and said with approval of Ordinance 1051 professional standards for tow operators will be established, and that they will be required to comply with all WAC and RCW requirements, as well as with other requirements, including pricing consistency. Commander Beazizo said that the Tow Rotation Agreement sets out all the legal requirements that must be met in order to be on the tow rotation list for the City, including insurance and pricing requirements. Staff is requesting Council delegate the City signing authority for the Tow Rotation Agreement to the Police Chief. Commander Beazizo then responded to Councilmembers' questions.

MOTION: Moved by Councilmember McDaniel, seconded by Councilmember Gailey, to adopt Ordinance 1051 amending LSMC 7.18 – Tow Truck Businesses and to approve the City of Lake Stevens Tow Rotation Agreement, including authorizing the Lake Stevens Police Chief to sign Tow Rotation Agreement forms between the City of Lake Stevens and Tow Operators. On vote the motion carried (5-0-0-2).

Discussion Items: None.

Executive Session: Mayor Spencer announced an executive session regarding potential litigation beginning at 8:25 p.m. and lasting approximately 10 minutes, with no action to follow.

The regular meeting reconvened at 8:27 p.m.

Adjourn:

Moved by Councilmember Petershagen, seconded by Councilmember Tageant to adjourn the meeting at 8:27 p.m. On vote the motion carried (5-0-0-2).

John Spencer, Mayor

Kathy Pugh, City Clerk



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

Tuesday, April 2, 2019
Lake Stevens Fire Station 82 Conference Room
9811 Chapel Hill Road, Lake Stevens

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

ELECTED OFFICIALS PRESENT: Councilmembers Todd Welch, Kim Daughtry, Gary Petershagen, Kurt Hilt (7:17 p.m.)

ELECTED OFFICIALS ABSENT: Councilmembers Brett Gailey, Rauchel McDaniel, Marcus Tageant

STAFF MEMBERS PRESENT: City Administrator Gene Brazel, Finance Director Barb Stevens, Human Resources Director Teri Smith, Human Resources/Executive Assistant Julie Good, City Clerk Kathy Pugh, Police Chief John Dyer

OTHERS:

Mayor Spencer called the meeting to order at 7:00 p.m. and requested Chairman Petershagen chair the meeting.

Employee Handbook: Human Resources Director Teri Smith distributed a draft Employee Handbook and a list of proposed revisions made since January 2019. Director Smith then reviewed the various proposed revisions including Utilization of Social Media, Clarification of Exempt Employees, Reimbursement of Business Expenses, Workhours, Scheduling, Telecommuting, Overtime, and Employee Recognition, changes to Family/Medical Leave Entitlements, a new Education Incentive, Sick Leave, Holidays and Exempt Employee Leave Time.

Discussion ensued regarding Tuition Reimbursement, with a distinction drawn between education at an approved college, university or technical school, and professional training. (Councilmember Hilt arrived at 7:17 p.m.) Director Smith commented this provision would not apply to represented employees until it has been negotiated with their union or guild. There was in depth discussion on how to set a reasonable amount for tuition reimbursement and suggestions including setting a maximum amount or applying a percentage amount. Director Smith said a Tuition Reimbursement program is intended to be an employee incentive.

Discussion turned to the tiered incentive for sick leave payout upon separation. Director Smith recommended not changing this policy until the new employment laws as to Family and Sick Leave are settled. She also cautioned it is important that this policy be carefully drawn so that it is viewed as an incentive and not a retaliation for employees who use sick leave. Paid time off was also discussed in detail, including how it applies to exempt employees. City Administrator Brazel commented that many exempt employees work outside the office on what would be a day off as a matter of course and that it is an expectation of the job. A suggestion was made that compensation time be cashed out up to two times a year, at the City's discretion.

Director Smith reviewed the next steps based on Council's input and added that employees and represented employees will be given an opportunity to review the handbook before it is finalized.

Police Department Update: Police Chief Dyer referenced a handout describing proposed personnel changes to the Police Department Records Division. Chief Dyer reviewed the proposal to create two levels of records staff: the Records Specialist and the Senior Records Specialist which would require a higher skill level; eliminate the Records Supervisor position and create a new Administrative Assistant position. Chief Dyer commented the tiered changes for records staff were proposed by staff, and he believes they will create efficiencies in that division. The Administrative Assistant position would provide much needed support to the Chief and Administrative Manager. The proposed changes are expected to be cost neutral. Chief Dyer then responded to Councilmembers' questions, and there was general support for the proposed restructuring.

Concessions in Lundeen Park: City Administrator Brazel circulated and commented on a matrix setting out how other cities in the Puget Sound region manage concessions in parks. Administrator Brazel encouraged that with the high use of Lundeen Park it would be good to make concessions available within the park, which in turn would increase the safety of park users, especially children, who might otherwise cross Lundeen Parkway to purchase snacks and beverages at the across the street from the park.

There was discussion as to how a concession might look and whether it would apply to other city parks. Administrator Brazel suggested asking this year's concessionaire if they would add snacks and beverages to their agreement, and then go out to bid for next year. There was Council consensus to proceed in this direction.

There being no further business the meeting was adjourned at 8:14 p.m.

John Spencer, Mayor

Kathy Pugh, City Clerk



LAKE STEVENS CITY COUNCIL
STAFF REPORT

Council Agenda

Date: April 9, 2019

Subject: Summer Events

Contact Jim Haugen, Events Coordinator
Person/Department: Kathy Pugh, City Clerk

Budget
Impact: \$10,534 est.

RECOMMENDATION(S)/ACTION REQUESTED OF COUNCIL: Approve summer event programming and authorize the Mayor to sign performance and event agreements when received for the 2019 Shakespeare in the Park, Music by the Lake and Yoga by the Lake.

SUMMARY/BACKGROUND: The Arts Commission hires various acts to perform at the Shakespeare in the Park and Music by the Lake entertainment series. This year Music by the Lake will be held at Lundeen Park and is scheduled for Sunday afternoons from 1:00 – 4:30 p.m. on July 7 and July 21. The following bands are scheduled to perform:

July 7, 2019	The Davanos (70's and 80's)	\$1,000.00
	MacDaddy Groove Band (70's and 60's)	\$1,100.00
July 21, 2019.	Seattle Kokon Taiko (Japanese percussion)	\$1,245.00
	Ian Dobson's Pan Leggo (Steel drums/Salza)	\$2,300.00

Other costs associated with Music by the Lake include stage rental at \$2,228 total and a sound engineer at \$2,000 total.

Last Leaf Productions will again perform two Shakespeare plays. The plays will be held at Eagle Ridge Park. "As You Like It" is scheduled for August 4, and "Puss 'N Botts" is scheduled for August 18, with both plays beginning at 4:00 p.m. Total cost for Last Leaf Productions is \$850.00

Two Movies in the Park, are scheduled for Lundeen Park beginning at 8:30 on August 2 and August 16. The first movie is "The Sandlot" and the second is "Spiderman: Into the Spider Verse". The Arts Commission and Staff are excited to have DR Horton sponsoring the movies. Costs for Movie Rental is \$760. By separate agenda item, staff will bring forward an Interlocal Agreement with City of Marysville to again provide the video equipment to present the movies.

New this year is Yoga by the Lake with OM Yoga. Classes will be offered on the first and third Saturday in June, July and August from 9:00 – 10:00 a.m., at no cost to attendees. Om Yoga will be paid \$450 (\$75/class).

Marketing costs for all events are estimated at \$1,300.

The City has received \$2,000 in sponsorship funding from D.R. Horton for the movies, and \$2,000 in sponsorship from an anonymous donor for the music series. Other possible sponsors are being contacted.

APPLICABLE CITY POLICIES: City Council authorizes the Mayor to sign performance contracts.

BUDGET IMPACT: Estimated at \$10,534.00.

ATTACHMENTS: Sample Personal/Professional Services Agreement

CITY OF LAKE STEVENS

PERSONAL/PROFESSIONAL SERVICES AGREEMENT

This Agreement is entered into by and between the City of Lake Stevens, Washington, hereafter referred to as "the City," and _____, dba _____, hereafter referred to as "the Contractor".

WHEREAS, the City has a need to have certain services performed; and

WHEREAS, the City desires to have the Contractor perform such services pursuant to certain terms and conditions;

NOW, THEREFORE, in consideration of the mutual benefits and conditions set forth below, the parties hereto agree as follows:

1. **Scope of Services to be Performed by Contractor.** The Contractor shall perform those services described on Exhibit "A" attached hereto and incorporated herein. In performing such services, the Contractor shall at all times comply with all federal, state, and local statutes, rules, and ordinances applicable to the performance of such services.
2. **Appropriateness of Performance.** The performance MUST NOT:
 - a. Be lewd or obscene as defined in RCW 7.48A.010(2);
 - b. Have a subject matter that promotes violence against persons or animals;
 - c. Depict a religion or religious symbols in a way that a reasonable person would deem to promote a particular religion; proselytizing is prohibited; or
 - d. Have a subject matter associated with a specific current candidate or candidates in a political setting or a subject matter associated with a specific political party or group.
3. **Compensation and Method of Payment.** The City shall pay the Contractor for services rendered the sum of \$XXXX. Prior to payment by the City the Contractor must submit a signed W-9 Request for Taxpayer Identification Number and Certification as required by the Internal Revenue Service.
4. **Duration of Agreement.** This Agreement shall be in full force and effect from the date of execution through _____, 2019.
5. **Independent Contractor.** The Contractor and the City agree that the Contractor is an independent contractor with respect to the services provided pursuant to this Agreement. Nothing in this Agreement shall be considered to create the relationship of employer and employee between the parties hereto. The City shall not be responsible for paying, withholding, or otherwise deducting any customary state or federal payroll deductions, or otherwise assuming the duties of an employer with respect to the Contractor or any employee of the Contractor.
6. **Indemnification.** The Contractor shall indemnify, defend, and hold harmless the City, its agents, and employees from and against any and all liability arising from injury or death to

persons or damage to property resulting in whole or in part from negligent acts or omissions of the Contractor, its agents, or employees.

7. **Termination**. This Agreement may be terminated by written mutual agreement of the parties, or by one party giving to the other at least seven days advance written notice of intent to terminate.
8. **Assignment and Subcontract**. The Contractor shall not assign or subcontract any portion of the services contemplated by this Agreement without the prior written consent of the City.
9. **Entire Agreement**. This Agreement contains the entire agreement between the parties and no other agreements, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or bind either party. Either party may request changes to the Agreement. Proposed changes that are mutually agreed upon shall be incorporated by written amendments to this Agreement.
10. **Applicable Law**. 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 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.

CITY OF LAKE STEVENS

CONTRACTOR

John Spencer, Mayor

By:_____

Print Name:_____

Title (if applicable)_____

Band Name:_____

Mailing Address:

Phone No._____

ATTEST:

APPROVED AS TO FORM

Kathy Pugh, City Clerk

Greg Rubstello, City Attorney

EXHIBIT A

Scope of Services to be Provided by Contractor

The Contractor shall furnish the following services:

Provide musical entertainment for a family based audience at Lundeen Park, Lake Stevens, WA
on _____, 2019 from XXXXXX p.m.



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LAKE STEVENS CITY COUNCIL
STAFF REPORT

Council Agenda

Date: April 9, 2019

Subject: Movies in the Park 2019

Contact

Person/Department: Jim Haugen, Parks & Recreation Coordinator

Budget

Impact: +
N/A

RECOMMENDATION(S)/ACTION REQUESTED OF COUNCIL: **Authorize the Mayor to enter into an Interlocal Agreement with City of Marysville for Outdoor Video Services for Movies in the Park.**

SUMMARY/BACKGROUND: The Arts Commission has scheduled two Movies in the Park at Lundeen Park. On Friday, August 2, 2019 *The Sandlot* will be shown and on Friday, August 16, 2019 *Spiderman: Into the Spider Verse* will be shown. The Arts Commission along with local businesses and volunteers will again provide entertainment and free treats to attendees. The City of Marysville has again agreed to provide Outdoor Video Services to Lake Stevens for presentation of the movies at a cost of \$600 per date, which will come from the previously approved Parks & Recreation budget for 2019. Additionally, D.R. Horton is providing \$2,000 in sponsorship for the movie events this year.

The total cost for Movies in the Park, including Video Services provided under this ILA is \$2,560. This cost will be offset by a generous sponsorship contribution by D.R. Horton in the amount of \$2,000.

APPLICABLE CITY POLICIES: City Council authorizes the Mayor to sign Interlocal Agreements.

BUDGET IMPACT: This is already included in the Parks & Recreation 2019 budget.

ATTACHMENTS: Interlocal Agreement with City of Marysville

**INTERLOCAL AGREEMENT BETWEEN
THE CITY OF LAKE STEVENS
AND THE CITY OF MARYSVILLE
FOR OUTDOOR VIDEO SERVICES**

This Interlocal Agreement effective August 2, 2019 between the City of Lake Stevens, a Washington municipal corporation, herein after referred to as “LAKE STEVENS” and the City of Marysville, a Washington municipal corporation, herein after referred to as “MARYSVILLE”, pursuant to the authority granted by Chapter 39.34 RCW.

WHEREAS, the City of LAKE STEVENS is the organizer/host jurisdiction of outdoor movie presentations which shall be selected, provided and licensed by City of LAKE STEVENS and presented on August 2 and August 16, 2019; and

WHEREAS, the City of LAKE STEVENS is the owner of the property where the movie will be shown to the community for free; and

WHEREAS, the City of MARYSVILLE has sufficient OUTDOOR VIDEO equipment, staff and vehicles to provide OUTDOOR VIDEO SERVICES for public events within the City of Marysville and for other Cities as well; and

WHEREAS, the City of LAKE STEVENS desires to utilize the City of MARYSVILLE’S OUTDOOR VIDEO SERVICES; and

WHEREAS, this Agreement between Parties is made pursuant to Chapter 39.34 RCW, the Interlocal Cooperation Act, for the City of MARYSVILLE to provide OUTDOOR VIDEO SERVICES to the City of LAKE STEVENS to exercise their powers jointly and thereby maximize their abilities to provide services and facilities that will best fulfill common needs and achieve common goals.

NOW, THEREFORE, in consideration of the terms and conditions contained herein, LAKE STEVENS and MARYSVILLE agree as follows:

1. SCOPE OF SERVICES

- A. MARYSVILLE agrees to provide OUTDOOR VIDEO SERVICES to LAKE STEVENS as defined in this Agreement. MARYSVILLE’S performance of said services under this Agreement may be limited by the availability of MARYSVILLE’S personnel and equipment. MARYSVILLE will notify the City of LAKE STEVENS at least 48 hours before the event if it is not able to provide personnel and/or equipment.

1. MARYSVILLE will provide OUTDOORVIDEO SERVICES to LAKE STEVENS.

2. MARYSVILLE will provide the video and audio equipment including movie

screen, personnel and vehicles to transport the equipment and personnel to LAKE STEVENS. MARYSVILLE personnel will operate the video equipment and vehicles.

- B. LAKE STEVENS will provide the following:
 - 1. An authorized location.
 - 2. Two (2) 20 amp circuits for event power.
 - 3. Other services/personnel.
- C. The date for video services (FILM) will be:
 - 1. Friday, August 2, 2019
 - 2. Friday, August 16, 2019
- E. It is understood and agreed by all parties that MARYSVILLE staff providing services pursuant to this Agreement are acting in their official capacity as employees of MARYSVILLE and shall be under the exclusive direction and control of MARYSVILLE.

It is understood and agreed by all parties that LAKE STEVENS staff providing services pursuant to this Agreement are acting in their official capacity as employees of LAKE STEVENS and shall be under the exclusive direction and control of LAKE STEVENS.
- F. LAKE STEVENS and MARYSVILLE agree to cooperate with all terms and conditions of this Agreement, and shall furnish any information, or other material available to it as may be required in the course of the performance of this Agreement.
- G. LAKE STEVENS, by this Agreement, and to the extent contained herein, delegates on an as needed, as requested basis to MARYSVILLE the authority to perform on LAKE STEVENS' behalf those services as provided in this Agreement.

2. COMPENSATION/FEES

- A. LAKE STEVENS will pay MARYSVILLE per performance for the use of the employees, equipment and vehicles in the amount of \$600.00 per date.
- B. LAKE STEVENS will pay MARYSVILLE 25% of the event fee in the event LAKE STEVENS cancels an event with less than 12 hours phone notice to MARYSVILLE as provided in Section 8 (C) (2) of this Agreement.
- C. MARYSVILLE shall bill LAKE STEVENS and LAKE STEVENS shall pay MARYSVILLE within thirty (30) days receipt of the bill.

3. AMENDMENTS/MODIFICATION

Provisions within this Agreement may be amended with the mutual consent of the parties hereto. No additions to, or alterations of, the terms of this Agreement shall be valid unless made in writing, formally approved and executed in the same manner as this Agreement.

4. INDEMNIFICATION AND LIABILITY

A. Indemnification:

1. LAKE STEVENS will at all times indemnify and hold harmless and defend MARYSVILLE, their elected officials, officers, employees, agents and representatives, from and against any and all lawsuits, damages, costs, charges, expenses, judgments and liabilities, including attorney's fees (including attorney's fees in establishing indemnification), collectively referred to herein as "losses" resulting from, arising out of, or related to one or more claims arising out of negligent acts, errors, or omissions of LAKE STEVENS in performance under this agreement.
2. MARYSVILLE will at all times indemnify and hold harmless and defend LAKE STEVENS, their elected officials, officers, employees, agents and representatives, from and against any and all lawsuits, damages, costs, charges, expenses, judgments and liabilities, including attorney's fees (including attorney's fees in establishing indemnification), collectively referred to herein as "losses" resulting from, arising out of, or related to one or more claims arising out of negligent acts, errors, or omissions of MARYSVILLE in performance under this agreement.
3. The term "claims" as used herein shall mean all claims, lawsuits, causes of action, and other legal actions and proceedings of whatsoever nature, involving bodily or personal injury or death of any person or damage to any property including, but not limited to, persons employed by MARYSVILLE, LAKE STEVENS, or other person and all property owned or claimed by MARYSVILLE, LAKE STEVENS or affiliate of thereof, or any other person; except for those losses or claims for damages solely caused by the negligence or willful misconduct of MARYSVILLE or LAKE STEVENS, their elected and appointed officials, officers, employees or agents.

B. NOTHING HEREIN SHALL REQUIRE OR BE INTERPRETED TO:

1. Waive any defense arising out of RCW Title 51
2. Limit or restrict the ability of any City or employee or legal counsel for any City or employee to exercise any right, defense or remedy which a party to a lawsuit may have with respect to claims or third parties, including, but not limited to, any good faith attempts to seek dismissal or legal claims against a party by any proper means allowed under the civil rules in either state or federal court.

3. Cover or require indemnification or payment of any judgment against any individual or Party for intentional or wrongful conduct outside the scope of employment of any individual or for any judgment for punitive damages against any individual or city. Payment of punitive damage awards, fines or sanctions shall be the sole responsibility of the individual against whom said judgment is rendered and/or his or her municipal employer, should that employer elect to make said payment voluntarily. This agreement does not require indemnification of any punitive damage awards or for any order imposing fines or sanctions.

C. The provisions of this section shall survive the expiration or termination of the Agreement.

5. INSURANCE

- A. Both parties to this Agreement shall maintain public liability insurance either through the Washington Cities Insurance Authority (WCIA) or through an equivalent combination of self-insurance and appropriate insurance coverage and shall maintain their membership in WCIA or their insurance policies throughout the term of this Agreement.
- B. Such insurance shall not be reduced or canceled without forty-five (45) days written notice from the other party. Reduction or cancellation of the insurance shall render this Agreement void.
- C. Upon request by one party to the other, the party receiving such request shall provide to the party making such request proof of insurance coverage or membership in WCIA verifying that party is a covered member in good standing.

6. INDEPENDENT CONTRACTOR

- A. Nothing herein contained shall be construed as creating the relationship of employer and employee, or principal and agent, between LAKE STEVENS and MARYSVILLE or any of LAKE STEVENS' or MARYSVILLE's agents or employees.

LAKE STEVENS shall retain all authority for rendition of services, standards of performance, control of personnel, and other matters incident to the performance of services by LAKE STEVENS pursuant to this Agreement.

MARYSVILLE shall retain all authority for rendition of services, standards of performance, control of personnel, and other matters incident to the performance of services by MARYSVILLE pursuant to this Agreement.

- B. Nothing in this Agreement shall make any employee of LAKE STEVENS a MARYSVILLE employee for any purpose, including, but not limited to, withholding of taxes, payment of benefits, worker's compensation pursuant to Title 51 RCW, or any other rights or privileges accorded LAKE STEVENS or employees by virtue of their employment.

Nothing in this Agreement shall make any employee of MARYSVILLE a LAKE STEVENS employee for any purpose, including, but not limited to, withholding of taxes, payment of benefits, worker's compensation pursuant to Title 51 RCW, or any other rights or privileges accorded MARYSVILLE employees by virtue of their employment.

7. LEGAL RELATIONS

- A. The prevailing Party in any action to enforce any provision of this Agreement or to redress any breach hereof shall be entitled to recover from the other party its costs and reasonable attorney's fees incurred in such action.
- B. The Parties shall comply with all federal, state and local laws and ordinances applicable to work to be done under this agreement. This Agreement shall be interpreted and construed in accordance with the laws of Washington. Venue for any action commenced relating to the interpretation, breach or enforcement of this agreement shall be in Snohomish County Superior Court.
- C. The parties agree that, following reasonable attempts at negotiation and compromise, any unresolved dispute arising under this contract may be resolved by a mutually agreed upon alternative dispute resolution of arbitration or mediation.

8. DURATION/TERMINATION/NOTICE/EMERGENCY NOTICE

- A. This Agreement will become effective on the date of affixing the last signature hereto and shall remain in effect for a period of six months, subject to renewal.
- B. Either party may terminate this Agreement, for any reason, upon providing thirty (30) days written notice to the other party, in which case each City shall pay the other City for all services provided up to and including the date of termination.
- C. Notices

- 1. Required notices, with the exception of legal process, shall be given in writing to the following respective addresses:

City of MARYSVILLE:
6915 Armar Road
Marysville, WA 98270

City of LAKE STEVENS:
1812 Main Street, P O Box 257
Lake Stevens, WA 98258-0257

- 2. Event Cancellation Notice via Phone/Emergency Contact:

The below named individuals are designated as the representatives of the respective parties. The representatives shall be responsible for administration of this Agreement.

In the event a representative is changed, the party making the change shall notify the other party.

MARYSVILLE:

Name: Lauren Woodmansee, Cultural Arts Supervisor

Phone Number: 360-363-8408

LAKE STEVENS:

Name: Jim Haugen, Events & Volunteer Coordinator

Phone Number: 425-512-5967

- D. Termination shall not affect the rights and obligations of the parties under Sections 4, 5, 6 and 11 of this Agreement.

9. WAIVER

No term or provision herein shall be waived and no breach excused unless such waiver or consent shall be in writing and signed by the party claimed to have waived or consented.

10. ENTIRE AGREEMENT

This Agreement, including any exhibits and documents referenced herein, constitutes the entire agreement between the parties, and supersedes all proposals, oral or written, between the parties regarding plan review and inspection services.

11. PRIVILEGES AND IMMUNITIES

All privileges and immunities from liability, exemption from ordinances, rules, laws, all pension, disability, workers' compensation and other benefits which apply to the activities of MARYSVILLE employees while performing their functions within the territorial limits of MARYSVILLE shall apply to them to the same degree and extent while they are engaged in the performance of any of their authorized functions and duties within LAKE STEVENS under the provisions of this Agreement.

12. THIRD PARTY BENEFICIARY STATUS

The parties agree that this Agreement shall not confer third-party beneficiary status on any non-party to this Agreement.

13. SEVERABILITY

If any provision of this Agreement or its application to any person or circumstance is held invalid, the remainder of the provision and/or the application of the provisions to other persons or circumstances shall not be affected.

14. APPROVAL AND FILING

APPROVAL AND FILING. Each party shall approve this Agreement pursuant to the laws of the governing body of said party. The attested signature of the officials identified below shall constitute a presumption that such approval was properly obtained. A copy of this Agreement shall be filed with the Snohomish County Auditor's office pursuant to RCW 39.34.040.

(REMAINDER OF PAGE LEFT INTENTIONALLY BLANK.)

IN WITNESS WHEREOF, the parties have signed this Agreement, effective on the date indicated below.

CITY OF MARYSVILLE

CITY OF LAKE STEVENS

JON NEHRING Mayor

JOHN SPENCER Mayor

Date:_____, 2019

Date:_____, 2019

Attest:

Attest:

TINA BROCK Deputy City Clerk
Approved as to form:

KATHY PUGH City Clerk
Approved as to form:

JON WALKER City Attorney

GREG RUBSTELLO City Attorney

Attorney for the City of MARYSVILLE

Attorney for City of LAKE STEVENS



LAKE STEVENS CITY COUNCIL
STAFF REPORT

Council Agenda

Date: April 9, 2019

Subject: Approve the Rotary Club of Lake Stevens request to sell beer & wine at Lundeen Park as part of the Music by the Lake events on July 7 & 21, 2019

Contact	Russ Wright, Community Development	Budget	
Person/Department:	<u>Director</u>	Impact:	<u>\$0</u>

RECOMMENDATION(S)/ACTION REQUESTED OF COUNCIL: Approve the Arts Commission's request for the selling of beer and wine by the Rotary Club of Lake Stevens at the Music by the Lake events on July 7 & 21, 2019 in Lundeen Park

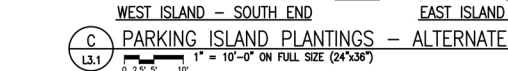
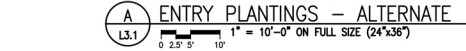
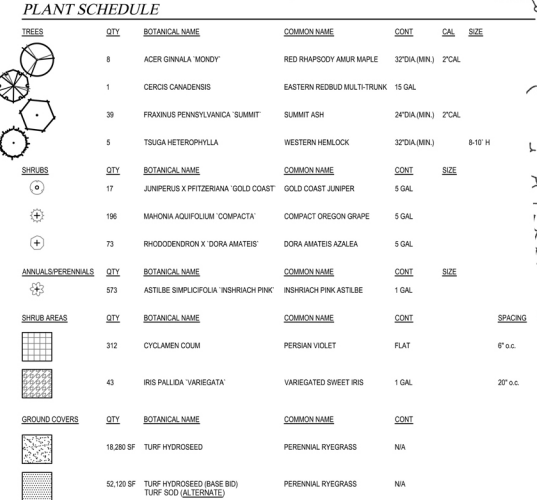
SUMMARY/BACKGROUND: The Arts Commission is proposing that beer and wine be sold by the Rotary Club of Lake Stevens in a secure area, noted on Attachment A, accessible by people age 21 or older, at the Music by the Lake events between 1:00 and 5:00 pm on July 7 and 21, 2019. The Rotary Club of Lake Stevens has provided this service the last two years for the Music by the Lake events. If approved, the Lake Stevens Rotary Club will apply for a Special Occasion Permit from the Washington State Liquor & Cannabis Board. The Rotary Club of Lake Stevens will also provide a Certificate of Liability Insurance naming the City of Lake Stevens as an additional insured. The money raised from the wine and beer sales will go to the Lake Stevens Rotary Charitable Foundation that helps support Lake Stevens Parks.

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

BUDGET IMPACT: \$0

ATTACHMENTS:

A - Lundeen Park Site Map showing the secure area in red





LAKE STEVENS CITY COUNCIL
STAFF REPORT

Council Agenda Date: April 9, 2019

Subject: Interim Design Review Regulations – ORD. NO. 1055

Contact Person/Department: Russ Wright, Community
Development Director

Budget Impact: none

RECOMMENDATION(S)/ACTION REQUESTED OF COUNCIL:

1. Adopt ORD. NO. 1055 extending interim Design Review regulations.

SUMMARY

On September 11, 2018 the City Council passed an interim ordinance dissolving the Design Review Board and establishing an administrative review process. The required public hearing was held on October 18, 2018. The Revised Code of Washington (RCW) 36.70A.390 allows jurisdictions to enact interim regulations to preserve the status quo without prior notice or a public hearing provided a public hearing is held within 60 days of adoption and findings of fact are addressed. The attached ordinance (Exhibit 1) extends Interim Ordinance 1034 and provides findings of fact. The Planning Commission will review permanent regulations and make recommendations to City Council within six months of the interim ordinance becoming effective.

BACKGROUND

At its January and September retreats the Lake Stevens City Council Lake discussed the role of the Design Review Board and the continued need for this board. Council discussion related to streamlining the review process, workload to maintain/support the board, staff's ability to implement design review independently. Council also discussed a desire to retain a forum for public comment on multifamily, commercial and industrial projects. The Design Review Board has historically been one of the hardest boards to fill due to requirements for a specific makeup of design-related professionals. At present the board does not have a functional quorum. The City Council directed staff to dissolve the Design Review Board.

As the City Council has asked the staff to review zoning standards in a comprehensive manner as a separate action and this may affect the final design review regulations additional time is necessary to engage in a meaningful planning process related to the development of regulations that address design review; and

APPLICABLE CITY POLICIES: Title 14 of Lake Stevens Municipal Code

BUDGET IMPACT: None

EXHIBITS:

1. Ordinance No. 1055

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

ORDINANCE NO. 1055

AN ORDINANCE OF THE CITY OF LAKE STEVENS, WASHINGTON ADOPTING AN EXTENSION OF INTERIM CONTROLS DISSOLVING THE DESIGN REVIEW BOARD AND PROVIDING FOR AN ADMINISTRATIVE DESIGN REVIEW PROCESS; REVISING LSMC 14.16A.030, 14.16A.210, 14.16A.220, 14.16A.260 AND 14.16A.320; REPEALING LSMC 14.16A.340; REVISING LSMC 14.16B.010, 14.16B.305, 14.16B.310, 14.16B.340, 14.16B.405, 14.16B.410, 14.16B.440; REVISING LSMC 14.16C.020, 14.16.025, 14.16C.050; REVISING LSMC 14.44.020; REVISING 14.46.015, 14.46.035; ADOPTING FINDINGS OF FACT; PROVIDING FOR A PUBLIC HEARING AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, the Lake Stevens City Council directed staff to dissolve the Design Review Board at its Special Meeting on January 19-20, 2018 and reaffirmed this direction at its Special Meeting September 5, 2018;

WHEREAS, the City Council would like to streamline the permit review process by dissolving the Design Review Board and provide for an Administrative Design Review Process during the period necessary for the City to consider permanent regulations; and

WHEREAS, the City has had difficulties recruiting qualified design professionals to fill this board; and

WHEREAS, RCW 36.70A.390 provides that the City Council may adopt an immediate interim zoning ordinance, interim zoning maps, and interim official controls for a period of up to six months if a public hearing on the proposal is held within at least sixty (60) days; and

WHEREAS, moratoria, interim zoning ordinances, interim zoning maps, and interim official controls enacted under RCW 36.70A.390 are methods by which local governments may preserve the status quo so that new regulations will not be rendered moot by intervening development; and

WHEREAS, the proposed interim official control will promote the public health, safety, morals, and general welfare, and it is consistent with the goals and policies of the Comprehensive Plan; and

WHEREAS, this ordinance satisfies the procedural and substantive requirements of and is consistent with the GMA; and

WHEREAS, pursuant to WAC 197-11-880 and LSMC Chapter 16.04, the adoption of this ordinance is exempt from the requirements for a threshold determination under the State Environmental Policy Act (SEPA); and

WHEREAS, on September 11, 2018, the City Council passed Ordinance No. 1034 adopting interim regulations for design review procedures; and

WHEREAS, Ordinance No. 1034 expired March 11, 2018; and

WHEREAS, the City Council has asked the staff to review zoning standards in a comprehensive manner as a separate action and this may affect the final design review regulations additional time is necessary to engage in a meaningful planning process related to the development of regulations that address design review; and

WHEREAS, a public hearing was held on October 18, 2018, before Lake Stevens City Council; and

WHEREAS, the City Council finds it is in the best interest of the City of Lake Stevens and its citizens to extend the interim regulations regarding design review for an additional six (6) month period;

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

Section 1. The City Council adopts and incorporates the foregoing recitals as findings as if set forth fully herein.

Section 2. Several sections of Title 14 – the Land Use Code are hereby amended, to read as follows, as incorporated by Exhibit A.

Section 3. This Ordinance shall be referred to the Lake Stevens Planning Commission for study, review and a recommendation to the City Council for modified zoning regulations related to future design review of development projects.

Section 4. Public hearing. The Lake Stevens City Council will hold a public hearing on this matter **on May 14, 2019**, at the hour of 7:00 PM at 12308 – 22nd Street, N.E., Lake Stevens, Washington, to hear public testimony on this matter in accordance with RCW 36.70A.390. The notice for the public hearing shall specifically indicate that this ordinance may be renewed for one or more six month periods if a subsequent public hearing is held and findings of fact are made prior to each renewal.

Section 5. Ordinance to be Transmitted to Department. Pursuant to RCW 36.70A.106, a copy of this interim Ordinance shall be transmitted to the Washington State Department of Commerce.

Section 6. Severability. If any section, clause, and/or phrase of this Ordinance is held invalid by a court of competent jurisdiction, such invalidity and/or unconstitutionality shall not affect the validity and/or constitutionality of any other section, clause and/or phrase of the Ordinance.

Section 7. Effective Date. This Ordinance shall take effect five (5) days after passage and publication of an approved summary thereof consisting of the title. PROVIDED, HOWEVER, that unless extended by the Lake Stevens City Council, this Ordinance shall automatically expire and be deemed to have been repealed six (6) months following its effective date.

ADOPTED by the City Council and **APPROVED** by the Mayor this 9th day of April 2019.

John Spencer, Mayor

ATTEST/AUTHENTICATE:

Kathy Pugh, City Clerk

APPROVED AS TO FORM:

Greg Rubstello, City Attorney

First and Final Reading: _____

Date of Publication: _____

Effective Date: _____



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LAKE STEVENS CITY COUNCIL
STAFF REPORT

Council Agenda

Date: April 9, 2019

Subject: Reorganization of Records Division

Contact

Person/Department: Police Chief Dyer **Budget Impact:** Neutral

RECOMMENDATION(S)/ACTION REQUESTED OF COUNCIL: **Approve reorganization of the Lake Stevens Police Department Records Division, and addition of a non-represented Administrative Assistant.**

SUMMARY/BACKGROUND: In September of 2016, I took over as Chief of the Lake Stevens Police Department. Prior to my arrival, the Police Department had gone through some organizational changes, by creating an Administrative Manager position, as well as a Records Supervisor. The supervisor's position was created to help support the Administrative Manager by taking over supervisory duties of the records division.

I filled the supervisor's position from within the records division. My hope was that this position would benefit the department organization by taking over all duties related to the records division, thus enabling the Administrative Manager to take on higher level organizational tasks and duties.

I have been monitoring this for the past two years. After two years with this configuration, I see that this has not worked out as I had hoped it would:

- I underestimated the amount of administrative support required to run a high liability twenty-four-hour organization made up of 41 employees and many complex programs.
- I overestimated the amount of support the supervisor's position would provide the Administrator Manager.

Several things have happened in the past month that made this a good time to address what I believe were the flaws in this organizational structure:

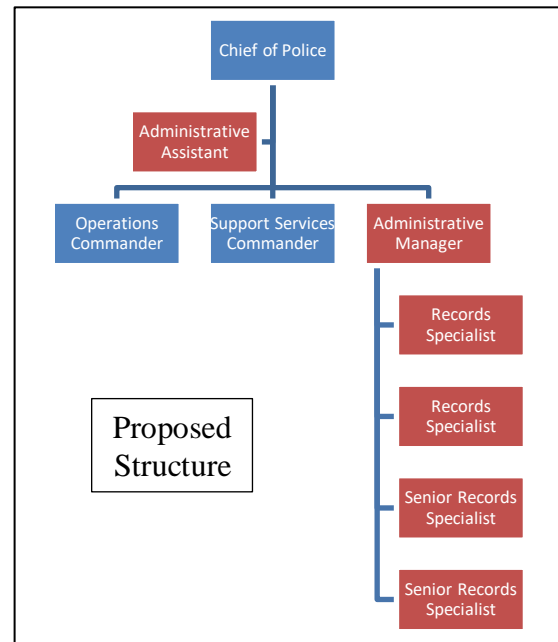
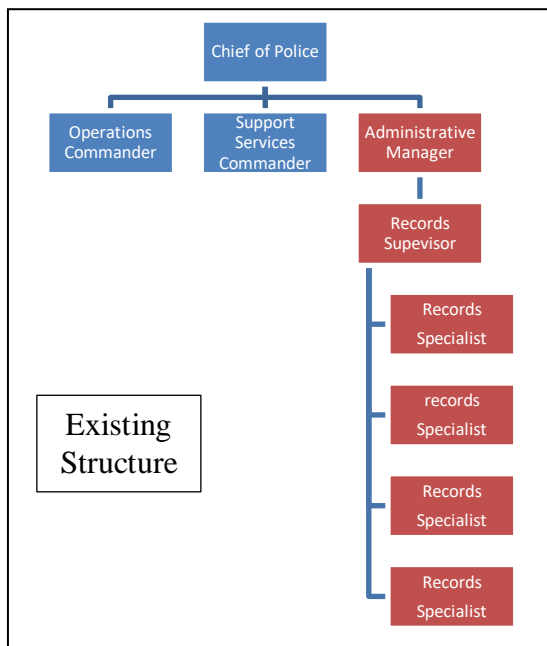
1. One of the Records Specialists left the department for other employment.
2. The Records Division stopped providing Passport Services.
3. The records staff presented a plan to reorganize how duties are distributed within the division.
4. The volume of administrative support across the department continues to increase, and the inclusion of accreditation with its ongoing re-certification will add to the demands for administrative support.
5. The completion of the strategic plan.

These circumstances created a good opportunity to:

- Initiate a variation of the plan presented by the records staff, which serves to both realign duties and to create growth opportunities within the division.
- Align the staffing model in a way which better supports the strategic plan.
- Provide the administrative assistance needed to support the agency.

My goal in this reorganization is to provide needed oversight of the records division while providing higher level administrative support to the department and its strategic plan. The plan has three separate pieces:

1. The first part of the plan is to create two levels of Records Specialist (as proposed by the records staff). The Records Specialist would primarily deal with front end customer service and case management. The Senior Records Specialist (internally filled as a specialty position with a 3% increase to base pay) would deal with some of the higher liability and complex records functions (such as public disclosure request, Retention, CPL processing, protection order management, etc.). There are 4 Records Specialists in the budget; 2 would remain as Records Specialists and 2 would be selected for the Senior Records Specialist assignment.
2. Eliminate the Records Supervisor position. With the reorganization of the records duties, the supervision of the division would be well within the ability and time constraints of the Administrative Manager. While the Senior Records Specialists would not be in a supervisory role, they can provide training, mentoring, and monitoring to the Records Specialists. The focus of duties, versus the generalist position we have now, would also make supervision easier.
3. Create a new Administrative Assistance position to the Lake Stevens Police Department. This position would be a non-represented employee who reports directly to the Chief of Police and provides administrative support to the Chief and Administrative Manager. This position would provide both Department Head with executive support, as well as assisting in project management and monitoring.



In research for this reorganization, we consulted with the LSPD Command Staff, HR Director, Finance Director, and Guild representative. Some questions which were resolved:

Q: What would happen with the employee currently in the Records Supervisor position?

A: With the position being eliminated, the employee would be laid off. As per our collective bargaining agreement, this employee can “bump back” into a Records Specialist position. As we currently have one opening in that unit, it would not require a lay off in that unit.

Q: Will this structure cost more?

A: Analysis from the finance department showed to proposed plan to be either cost neutral or a small net savings.

Q: How does this support the strategic plan?

A: The strategic plan is a complex roadmap with 58 individual pieces. To make sure that this becomes the guide map it should be, it will take a highly organized person to organize, monitor, and keep us on track. Another example is the accreditation process, which will also need a highly organized person to make sure we attain, and then maintain accreditation.

Q: Are there other benefits?

A: Even without the existence of a strategic plan, there are immense administrative functions required in the organization. Right now, we have highly compensated employees performing administrative tasks which could be performed more efficiently and effectively by a position dedicated to administrative support. The goal is to better align strategic functions with the command staff by assigning the tactical and support functions within the appropriate organizational structure.

APPLICABLE CITY POLICIES:

BUDGET IMPACT: Cost neutral

ATTACHMENTS:

- ▶ Exhibit A: Administrative Assistant job description
- ▶ Exhibit B: Records Specialist job description
- ▶ Exhibit C: Senior Records Specialist job description

**CITY OF LAKE STEVENS
POSITION DESCRIPTION**

POSITION TITLE:	Police Administrative Assistant
DEPARTMENT:	Police
REPORTS TO:	Police Chief
CLASSIFICATION:	Administrative Assistant
SALARY RANGE:	NR16
EFFECTIVE DATE:	4/1/19
REVISION DATES:	N/A

POSITION PURPOSE:

The incumbent provides administrative support to the Chief of Police and Administrative Manager, to ensure efficient operation of the department. This position provides high-level administrative support by conducting research, preparing statistical reports, handling information requests, and performing support functions such as assisting with budget preparation and monitoring, preparing correspondence, receiving visitors, arranging conference calls, scheduling meetings, and making travel arrangements. Individuals assigned to this position are expected to apply a thorough knowledge of office practices and procedures to work situations which are recurring and varied and are expected to act proactively and without much supervision, anticipating needs and following through. The incumbent is required to maintain confidentiality of department human resource management and operational matters.

Work is performed with general supervision. The Director defines objectives, priorities, and deadlines; and assists incumbent with unusual situations, which do not have clear objectives or precedents. Incumbent plans and carries out assignments and handles problems and deviations in accordance with instructions, policies, procedures and/or accepted practices. Work is evaluated for technical soundness and conformity to practice and policy.

ESSENTIAL DUTIES AND RESPONSIBILITIES - *Essential duties and responsibilities **may** include, but are not limited to, the following:*

- Provides confidential assistance to the Police Chief; prepares confidential correspondence relating to disciplinary actions and internal investigations; maintains confidentiality in all aspects of the department's operations.
- Conserves Chief's time by reading, researching, and routing correspondence; drafting letters and documents; collecting and analyzing information; initiating telecommunications.
- Maintains Chief's appointment schedule by planning and scheduling meetings, conferences, teleconferences, and travel; may arrange travel for other department employees traveling on official city business.
- Assists the Administrative Manager in preparing and monitoring the department's annual operating budget; processes financial transactions for the department including such as preparing requisitions, budget transfers and expenditures; assists in preparing grant applications and reviewing progress toward grant requirements.
- Provides administrative support to the department's accreditation program.
- Receives, stores and maintains the inventory of office supplies in the department (paper, pens, pencils, notepads etc.); arranges for repair and maintenance of office equipment; and sends, receives and sorts mail and other packages.
- Assists with preparation of staff reports; creates presentations and other documents using desktop publishing software and digital graphics.
- Provides administrative support for meetings as assigned, including scheduling meetings and preparing agendas, taking and preparing minutes.
- Assists in the development and completion of administrative projects as required by the Police Chief and Administrative Manager.
- Processes personnel-related documents for departmental employees including payroll timesheets, evaluation forms, etc.

- Assists with planning and execution of police department community events in collaboration with other department and city employees.
- Utilizes social media, city website, and/or other programs and media to effectively communicate information to the intended audience.

PERIPHERAL DUTIES:

- Performs related duties as assigned.

PHYSICAL DEMANDS/WORK ENVIRONMENT:

The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

While performing the duties of this job, the incumbent is regularly required to use hands to finger, handle, or feel; talk; and hear. The incumbent frequently is required to sit for extended periods of time and type on a keyboard for extended periods of time. The employee is occasionally required to stand; walk; reach with hands and arms; climb or balance; and stoop, kneel, crouch, or crawl. The employee must occasionally lift and/or move up to 35 pounds. Specific vision abilities required by this job include close, distance, color, and peripheral vision; depth perception; and the ability to adjust focus.

Work is performed in a typical office environment subject to working outside of normal working hours to meet critical time lines or to provide support in department emergency response events. While performing the duties of this position, the incumbent is subject to multiple interruptions by telephones and walk-ins by employees and citizens; may be exposed to individuals who are irate or hostile. The noise level in the work environment is usually moderate.

Typical business office machinery and equipment include, but not limited to, personal computer including database program, spreadsheet and word processing software, printer, telephone, scanning equipment, fax machine, copy machine, calculator and projector.

QUALIFICATIONS:

Education, Training and Experience Guidelines

Education: Two (2) years of college level course work or training in public or business administration, project management, office management, administrative assistance/secretarial training, or a related field.

Experience: Two (2) years of increasingly responsible administrative experience including some financial record-keeping experience, public contact and at least one (1) year of administrative support to a department director/manager.

Or: Any combination of education and experience, which provides the applicant with the desired skills, knowledge and ability required to perform the job, may be substituted for these qualifications.

License, Certifications, and Other Requirements:

- Valid State of Washington Driver's License; and a driving record which meets the city's requirements.
- Bachelor's degree in business administration, public administration, or related field is preferred.
- Notary license is desirable.
- Multilingual is desirable.
- Completion of position-relevant background check.

Knowledge of:

- Municipal government policies, procedures, and structure; applicable local, state and federal laws, codes, regulations and ordinances.
- Basic principles, practices, and procedures of municipal and governmental budgeting, accounting and purchasing including preparation, monitoring, transferring, and reporting.
- Basic research methods.
- Detailed record-keeping techniques.

- Effective oral and written communication principles and practices
- Project management techniques and principles.
- Research methods and report preparation and presentation.

Skilled in:

- Modern office practices, procedures and equipment including personal computers and related software such as word processing, spreadsheet programs and web-based management systems.
- Proper use of telephone etiquette and techniques and ability to assist in answering diverse inquiries.
- Demonstrating effective interpersonal skills using tact, patience and courtesy.
- Understanding and following oral and written directions.
- Compiling, organizing, and summarizing complex, detailed material independently or from tape or oral instructions, letters, notices, bulletins or other material.
- Maintaining a variety of complex filing systems, records, and reports.
- Communicating effectively orally and in writing.

Ability to:

- Maintain regular, predictable and reliable attendance during scheduled hours.
- Maintain confidentiality and communicate with tact and diplomacy.
- Participate as a contributing member of a service-oriented team.
- Establish and maintain effective working relationships with staff, management, vendors, outside agencies, community groups and the general public; present a positive image of the City in a variety of circumstances.
- Demonstrate positive and effective interaction and communication with individuals of diverse social and economic backgrounds.
- Analyze situations accurately and adopting an effective course of action.
- Organize work for maximum efficiency.
- Learn the policies, procedures, activities and programs of an assigned area or office quickly and accurately.
- Perform basic accounting tasks accurately.
- Perform technical and administrative duties with speed and accuracy.
- Organize and prioritize work assignments to meet schedules and timelines.
- Write correspondence and routine reports; proofread and edit as needed.
- Add, subtract, multiply, and divide with accuracy; compute rate, ratio, and percent; and create graphs and charts.
- Utilize social media, personal computer software programs and other relevant software affecting assigned work and in compiling and preparing spreadsheets.
- Communicate effectively, orally and in writing, including the ability to listen effectively and to explain complex issues, policies, and procedures to internal and external customers.

This position description does not constitute an employment agreement between the employer and employee and is subject to change by the employer as the needs of the employer and requirements of the job change.

EMPLOYEE NAME (printed)

EMPLOYEE ACKNOWLEDGEMENT

/ /
DATE



CITY OF LAKE STEVENS POSITION DESCRIPTION



POSITION TITLE:	Police Records Specialist
DEPARTMENT:	Police
SUPERVISOR:	Police Administrative Manager
CLASSIFICATION:	Union/Non-Exempt
EFFECTIVE DATE:	April 1, 2019
REVISION DATES:	6/1/18, 6/1/17, 1/1/14

POSITION PURPOSE:

This position performs a variety of complex clerical duties related to the records activities of the Police Department in providing police records to the public and law enforcement agencies and properly processing records for filing and retrieval purpose.

Work is characterized by responsible, confidential, and complex administrative duties, such as relaying information in support of the Police Department operations; entering, retrieving and verifying information; disseminating police-related reports and criminal history in compliance with public disclosure laws; calculating and collecting fees; maintaining files; operating word processing equipment; transcription of confidential information. The incumbent endorses, supports, and defends organizational objectives by complying with organizational rules, procedures, and values, suggesting improvements, and conveying a positive and professional image of the agency; creates a positive team environment through courtesy, respect, support, and cooperation; assists other Police Department work units, city departments, and outside agencies as necessary, in a professional and respectful way; demonstrates initiative consistent with job expectations to improve both personal and organizational performance; and requires regular and predictable attendance in the workplace.

Work is performed under general supervision. Supervisor defines objectives, priorities, and deadlines; and assists incumbent with unusual situations, which do not have clear objectives or precedents. Incumbent plans and carries out assignments and handles problems and deviations in accordance with instructions, policies, procedures and/or accepted practices. Work is evaluated for technical soundness and conformity to practice and policy.

ESSENTIAL DUTIES AND RESPONSIBILITIES

The duties listed are intended only as illustrations of the various types of work that may be performed. The omission of specific statements of duties does not exclude them from the position if the work is similar, related or a logical assignment to the position. The essential duties and responsibilities may include, but are not limited to, the following:

- Receives the public in person and on the telephone. Gives accurate information regarding police operations, common procedural questions and area information. Provides accurate referrals to other services as needed.
- Responsible for accurate daily cash receipting, depositing, and delivery to the Finance Department.
- Communicates with on-duty officers using the police radio and computer system.

- Performs public and criminal fingerprinting and submits them to the proper agencies.
- Responds to report requests from other law enforcement agencies and logs requests accordingly.
- Performs background checks for military applicants, courts and other requesting agencies.
- Merges, processes, enters and audits, data from citations, tickets, FIR cards, door hangers, correction notices, reports cases and incidents into the records management system.
- Performs daily data verification in records management software & accurately prepares monthly crime data to state repository.
- Prepares monthly and yearly validations in accordance with applicable laws.
- Works with City and County prosecutors to accurately route and distribute police reports.
- Processes and enters missing persons, vehicle impounds, and stolen vehicles and other items into applicable databases.
- Processes assigned registrations and licenses
- Processes and enters collision reports into the records management systems,.
- Acts as a liaison to other department units for purposes of records management.
- Attends meetings and trainings to keep current on changing laws, procedures, certifications and other necessary material.
- Represents the department at community events as needed (i.e. Aquafest, National Night Out, Health & Safety Fair, etc.)

Peripheral Duties:

- May perform some limited functions of a Senior Records Specialist in order to meet deadlines or for professional growth/training opportunities.

PHYSICAL DEMANDS AND WORK ENVIRONMENT:

The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions. While performing the duties of this job, the employee is: frequently required to sit and talk or hear, use hands to finger, handle or feel objects, tools or controls and reach with hands and arms; frequently required to rise from a seated position, as well as walk and stand. The employee may occasionally lift and/or move up to 50 pounds with or without assistance. Specific vision abilities required by this job include close vision, distance vision, depth perception and the ability to adjust focus.

Work is performed in an office environment subject to frequent interruptions by walk-in applicants, employees, telephone calls, and inter-office activities; may be exposed to individuals who are emotional, irrational, irate or hostile; and may be required to travel to different sites to attend meetings or trainings. The noise level in the work environment is usually quiet to moderate. Evening or variable hours to attend meetings or events will be occasionally required.

See Physical Requirements Form for more information on the physical demands and work environment for this classification.

QUALIFICATIONS:

Education: High School diploma or G.E.D.; and

Experience: One (1) year of customer service experience in an office environment;

Or: Any combination of education and experience, which provides the applicant with the desired skills, knowledge and ability required to perform the job, may be substituted for these qualifications. Examples of these skills include:

Knowledge of:

- Modern office practices and procedures, especially those utilized by law enforcement agencies.
- Records management practices used in the law enforcement environment.
- Laws, ordinances, codes and regulations governing area of assignment.
- Requires arithmetic ability utilizing decimals and percentages and the ability to reconcile numbers.
- Standard word processing, spreadsheet and database software.
- Industry specific software.

Ability to:

- Maintain regular, predictable and reliable attendance during scheduled hours.
- Participate as a contributing member of a service-oriented team.
- Communicate effectively both orally and in writing.
- Analyze situations accurately and adopt an effective course of action.
- Establish and maintain effective working relationships with staff, management, outside agencies, community groups and the public; present a positive image of the City in a variety of circumstances.
- Communicate effectively using tact, patience and courtesy.
- Understand and operate a variety of communications equipment and office equipment including a computer, scanner and fax machine.
- Obtain knowledge of and utilize all police records retention guidelines.
- Learn the policies, procedures, activities and programs of an assigned area or office accurately.
- Organize and prioritize work assignments to meet schedules and timelines.
- Utilize correct English grammar, spelling, punctuation and vocabulary.
- Proofread materials for clarity, correctness and compliance with legal standards as appropriate.
- Work flexible shifts and evenings.
- Take direction from supervisor as necessary.
- Work both independently and cooperatively with others in a team environment.
- Present a positive image of the city's services even when citizens are angry, upset or abusive.
- Defuse situations and provide appropriate assistance or information to citizens who may be irate, combative and/or intoxicated.
- Adhere to strict confidentiality requirements.
- Accurately type police reports from handwritten and recorded reports.
- Develop and maintain positive relationships with co-workers, supervisors, citizen groups and the public in general.
- Sufficiently perform, thoroughly and accurately, the full scope of responsibility as illustrated by example in the above job description.
- Requires the ability to work under pressure of deadline situations.

LICENSES, CERTIFICATIONS AND OTHER REQUIREMENTS:

- Minimum age of 18.
- Associate degree, preferred
- Valid State of Washington Driver's License; and a driving record which meets the city's requirements.
- Pass a background investigation and polygraph examination.
- Proficiently type a minimum of forty (40) words per minute.
- Six months experience in a public safety field, preferred.

This position description does not constitute an employment agreement between the employer and employee and is subject to change by the employer as the needs of the employer and requirements of the job change.

EMPLOYEE NAME (printed)

EMPLOYEE SIGNATURE

____/____/____
DATE



CITY OF LAKE STEVENS ASSIGNMENT DESCRIPTION



ASSIGNMENT TITLE:	Police Senior Records Specialist
DEPARTMENT:	Police
SUPERVISOR:	Police Administrative Manager
CLASSIFICATION:	Union/Non-Exempt
EFFECTIVE DATE:	April 1, 2019
REVISION DATES:	N/A

POSITION PURPOSE:

This position performs a variety of complex clerical duties related to the records activities of the Police Department in providing police records to the public and law enforcement agencies and properly processing records for filing and retrieval purpose.

Work is characterized by a full range of highly responsible, confidential, and complex administrative duties, such as relaying information in support of the Police Department operations; entering, retrieving and verifying information; disseminating police-related reports and criminal history in compliance with public disclosure laws; calculating and collecting fees; maintaining files; operating word processing equipment; transcription of confidential information. The incumbent endorses, supports, and defends organizational objectives by complying with organizational rules, procedures, and values, suggesting improvements, and conveying a positive and professional image of the agency; creates a positive team environment through courtesy, respect, support, and cooperation; assists other Police Department work units, city departments, and outside agencies as necessary, in a professional and respectful way; demonstrates initiative consistent with job expectations to improve both personal and organizational performance; and requires regular and predictable attendance in the workplace.

Work is performed under general supervision. Supervisor defines objectives, priorities, and deadlines; and assists incumbent with unusual situations, which do not have clear objectives or precedents. Incumbent plans and carries out assignments and handles problems and deviations in accordance with instructions, policies, procedures and/or accepted practices. Work is evaluated for technical soundness and conformity to practice and policy.

ESSENTIAL DUTIES AND RESPONSIBILITIES

The duties listed are intended only as illustrations of the various types of work that may be performed. The omission of specific statements of duties does not exclude them from the position if the work is similar, related or a logical assignment to the position. The essential duties and responsibilities may include, but are not limited to, the following:

- Receives the public on the telephone. Gives accurate information regarding police operations, common procedural questions and area information. Provides accurate referrals to other services as needed.
- Processes background checks, mental health submission, and applications for concealed pistol licenses, dealer licenses and firearm transfers.
- Processes, enters and validates protection orders into applicable databases.

- Processes public records and 13.50 juvenile requests and U-Visas and logs all requests received.
- Processes requests to seal or vacate records.
- Prepares monthly and annual retention and destruction schedule in accordance with applicable laws.
- Manages daily use of electronic records management system.
- Acts as a liaison to other department units for purposes of records management.
- Performs duties of ACCESS TAC and participates in tri-annual audit.
- Uses computer databases, electronic spreadsheets, desktop publishing, word processing, and statistical applications to manipulate, analyze, and present crime data.
- Analyzes raw crime data and develops systems to assist with the interpretation of patterns and trends in criminal activity.
- Prepares maps, charts, and graphs indicating criminal trends.
- Assists in training of new employees and volunteers; provide ongoing mentorship.
- Attends meetings and trainings to keep current on changing laws, procedures, certifications and other necessary material.
- Represents the department at community events as needed (i.e. Aquafest, National Night Out, Health & Safety Fair, etc.)
- Performs duties of a Records Specialist during periods of absence.

PHYSICAL DEMANDS AND WORK ENVIRONMENT:

The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions. While performing the duties of this job, the employee is: frequently required to sit and talk or hear, use hands to finger, handle or feel objects, tools or controls and reach with hands and arms; frequently required to rise from a seated position, as well as walk and stand. The employee may occasionally lift and/or move up to 50 pounds with or without assistance. Specific vision abilities required by this job include close vision, distance vision, depth perception and the ability to adjust focus.

Work is performed in an office environment subject to frequent interruptions by walk-in applicants, employees, telephone calls, and inter-office activities; may be exposed to individuals who are emotional, irrational, irate or hostile; and may be required to travel to different sites to attend meetings or trainings. The noise level in the work environment is usually quiet to moderate. Evening or variable hours to attend meetings or events will be occasionally required.

See Physical Requirements Form for more information on the physical demands and work environment for this classification.

QUALIFICATIONS:

Education: Associate of Arts degree; and

Experience: Three (3) years of progressively responsible law enforcement records unit experience;

Or: Any combination of education and experience, which provides the applicant with the desired skills, knowledge and ability required to perform the job, may be substituted for these qualifications. Examples of these skills include:

Knowledge of:

- Modern office practices and procedures, especially those utilized by law enforcement agencies.
- Records management practices used in the law enforcement environment.
- Laws, codes and regulations governing area of assignment.
- Requires arithmetic ability utilizing decimals and percentages and the ability to reconcile numbers.
- Standard word processing, spreadsheet and database software.
- Industry specific software.

Ability to:

- Maintain regular, predictable and reliable attendance during scheduled hours. Participate as a contributing member of a service-oriented team.
- Communicate effectively both orally and in writing.
- Analyze situations accurately and adopt an effective course of action.
- Establish and maintain effective working relationships.
- Communicate effectively using tact, patience and courtesy.
- Understand and operate a variety of communications equipment and office equipment including a computer, scanner and fax machine.
- Obtain knowledge of and utilize all police records retention guidelines.
- Learn the policies, procedures, activities and programs of an assigned area or office quickly and accurately.
- Organize and prioritize work assignments to meet schedules and timelines.
- Interpret regulations, ordinances, codes and other specifications of similar complexity.
- Utilize correct English grammar, spelling, punctuation and vocabulary.
- Proofread materials for clarity, correctness and compliance with legal standards as appropriate.
- Work flexible shifts and evenings.
- Take direction from supervisor as necessary.
- Work both independently and cooperatively with others in a team environment.
- Present a positive image of the city's services even when citizens are angry, upset or abusive.
- Defuse situations and provide appropriate assistance or information to citizens who may be irate, combative and/or intoxicated.
- Adhere to strict confidentiality requirements.
- Accurately type police reports from handwritten and recorded reports.
- Develop and maintain positive relationships with co-workers, supervisors, citizen groups and the public in general.
- Sufficiently perform, thoroughly and accurately, the full scope of responsibility as illustrated by example in the above job description.
- Requires the ability to work under pressure of deadline situations.

Skilled In:

- WA State Firearm Laws.
- WA State Public Records Laws, including state retention schedules.
- Proficient in the use of LERMS (Newworld systems)
- Communicating effectively orally and in writing.

LICENSES, CERTIFICATIONS AND OTHER REQUIREMENTS:

- Current Lake Stevens Police Records Specialist
- Minimum age of 18.
- Valid State of Washington Driver's License; and a driving record which meets the city's requirements.
- Pass a background investigation and polygraph examination.
- Proficiently type a minimum of forty (40) words per minute.
- Proficient in the use of LERMS (Law Enforcement Records Management System), such as NewWorld, preferred.

This position description does not constitute an employment agreement between the employer and employee and is subject to change by the employer as the needs of the employer and requirements of the job change.

EMPLOYEE NAME (printed)

EMPLOYEE SIGNATURE

____/____/_____
DATE



LAKE STEVENS CITY COUNCIL
STAFF REPORT

Council Agenda Date: April 9, 2019

Subject: Food Bank Lease to City

Contact	Budget
Person/Department: <u>Gene Brazel, City Administrator</u>	Impact: <u>N/A</u>

RECOMMENDATION(S)/ACTION REQUESTED OF COUNCIL: Approve Lease Agreement between the Lake Stevens Food Bank and City of Lake Stevens and authorize Mayor to make nonsubstantive changes to finalize Lease Agreement.

SUMMARY/BACKGROUND:

The City recently sold surplus property commonly known as The Nursery Property to Tim Kaintz, who in turn is donating it to the Lake Stevens Food Bank. The Food Bank previously received grant funding to construct a new facility, which will be built on this donated property. The property was sold to Mr. Kaintz at a very favorable price with the understanding that once the new building is in place the City would be able to lease a portion of the premises to provide human services programming to city residents and members of the surrounding community. Both the Food Bank and the City desire to have the lease in place prior to the property sale closing.

APPLICABLE CITY POLICIES: N/A

BUDGET IMPACT: N/A

ATTACHMENTS:

- Exhibit A: Lease Agreement

**LEASE AGREEMENT BETWEEN THE LAKE STEVENS FOOD BANK
AND
CITY OF LAKE STEVENS**

This Lease Agreement ("Agreement") is made between the LAKE STEVENS COMMUNITY FOOD BANK, a Washington State nonprofit corporation, dba Lake Stevens Food Bank, hereinafter called "Food Bank." and CITY OF LAKE STEVENS, a municipal corporation of the State of Washington, hereinafter called "City".

WHEREAS, the Food Bank's ownership of the real property upon which the below described "Lease Premises" are located is subject to a covenant running with the land (Snohomish County Recorder's Number _____) in which the City is the referenced "Seller" and states as follows:

The Food Bank Building as shown in drawing B-5 or its replacement should it be rebuilt in event of a fire or other cause for the destruction of the building, shall provide for City's exclusive use for the life of the building, approximately 1734 square feet plus shared access to teaching kitchen, restrooms and meeting room as shown on attached drawing B-2. The space shall be used for social services functions or other City related purposes at the City's discretion. Prior to securing a building permit for the building, City and the Food Bank shall enter into a zero-rent Lease Agreement providing for the City's exclusive use of the built-out office space, and reasonable use of common areas, including restrooms and parking spaces. Negotiations for the Agreement shall be conducted in good faith by the Parties. The Agreement shall also provide for City's maintenance responsibilities for the office space and fair share of utility costs. Any disagreement on a material term shall be resolved by a neutral arbitrator consistent with the provisions of this Section 5.1. The arbitrator shall be jointly selected by the City and the Food Bank; and

WHEREAS, good faith negotiations between the Food Bank and City in furtherance of the covenant have resulted in the following agreements:

1. **LEASED PREMISES/FIRST RIGHT OF REFUSAL:** The Food Bank hereby leases to City the premises located at 8021 20th Street SE, Lake Stevens, depicted on **EXHIBIT A** as the "Lake Stevens Food Bank." This Agreement provides exclusive use for the life of the building, of approximately 1734 square feet plus shared access to teaching kitchen, restrooms and meeting room as shown in **EXHIBIT B and parking**. As additional consideration to the City for entering into this Agreement, the Food Bank grants to the City the exclusive and irrevocable right, during the term of this Agreement, a first option to purchase, upon the terms and conditions hereinafter set forth, the Food Bank's real property on which the Leased Premises are located and situate in Snohomish County, State of Washington, described in the conveyance of the Property to the Food Bank recorded at Snohomish County Records No. _____.

Terms of First Right

EXERCISE OF FIRST OPTION: This right of first option to purchase may only be exercised by City within thirty (30) days from notification by Food Bank that Food Bank desires to sell the subject property. Food Bank is obligated to provide such notice to City prior to offering the subject property to a third party. Should City fail to timely exercise its first right of refusal or first option to purchase the Food Bank may proceed to sell the property to a third party.

TERMS OF PURCHASE: The purchase price shall be based upon the Fair Market Value of the property determined by a MAI (Member of the Appraisal Institute) appraisal commissioned by the City, provided, the Food Bank may commission its own MAI appraisal after which the two appraisers shall meet and either agree upon the Fair Market Value purchase price or jointly select a third MAI appraiser to review the two appraisals and determine the Fair Market Value Purchase Price. The cost of the review appraiser shall be split between the Parties. The Purchase Price shall be paid to the Food Bank in U.S. dollars or its equivalent at closing.

- a) **TITLE:** Within fifteen (15) days after the City has exercised his or her right of first refusal, the Food Bank shall deliver to the City a Certificate of Title or title abstract covering the property described in paragraph I above which shall reflect that marketable fee simple title to the subject property is vested in the Food Bank and that same is insurable by a title insurance company licensed to do business in the State of Washington. Said Certificate or abstract shall be subject only to taxes for the current year, easements, and rights of way of record, and prior mineral reservations. Should said Certificate or Abstract reflect any other exceptions to the title unacceptable to City, City shall notify the Food Bank in writing of any defects within fifteen (15) days (the title review period) and the Food Bank shall have a reasonable time (but not more than 25 days) in which to make the title good and marketable or insurable, and shall use due diligence in an effort to do so. If after using due diligence the Food Bank is unable to make the title acceptable to the City within such reasonable time, it shall be the option of the City either to accept the title in its existing condition with no further obligation on the part of the Food Bank to correct any defect, or to cancel this Agreement. If this Agreement is thus cancelled, this Agreement for First Option shall terminate. If title is acceptable to City, the closing shall occur within fifteen (15) days after expiration of the "title review period". At closing Food Bank shall convey title to the City by Warranty Deed subject only to exceptions acceptable to the City.
- b) **EXPENSES OF SALE:** Food Bank shall provide the City a Purchaser's standard policy of title insurance at Food Bank's expense. All other costs and expenses of closing the sale including escrow fees, recording fees, and any and other costs attributable to the preparation of the Warranty Deed, Title Certificate, abstract and any other closing documents shall be equally divided between the Food Bank and the City.
- c) **POSSESSION:** The City shall be entitled to possession of the property at closing.
- d) **RIGHT OF ENTRY:** Upon notification by Food Bank of its desire to sell and the City's exercise of its first refusal, the City shall be entitled to enter upon the property for the purpose of conducting soil tests, engineering studies, and surveys.
- e) **TAXES:** Taxes shall be prorated as of the date of closing.

2. **TERM:** This Agreement shall be for the life of the building commencing on the date of final building occupancy issued by the City of Lake Stevens. City may terminate this Lease upon six (6) months written notice to Food Bank for any cause whatsoever in which case the City will vacate the building and record a release of the above covenant at the end of the six-month period.

3. **RENTAL:** The City is authorized to sub-lease the Leased Premises space for City supported human services programming or other City related purposes as determined by the City.

4. **CITY'S USE OF PREMISES:**

- a) The Leased Premises may be used and occupied by the City consistent with the above described covenant for social services functions, and for no other purpose or purposes, without Food Bank's prior written consent which not be unreasonably withheld.

- i. City's use of the Leased Premises may include, at City's discretion, use of the Leased Premises by third parties in the performance of services directed by or required by contract with the City, either for free or for a nominal fee. Use by third parties is acknowledged by the Parties to this Agreement as part of the expected purpose of this Lease, City shall enter into a separate sub-lease or agreement for use of the Leased Premises by any third parties. A copy of any such sub-lease or agreement shall be provided by the City to the Food Bank prior to occupancy by the third party.
 - ii. The City's occupancy, including occupancy by any sub-lessee, shall be consistent with the covenant running with the land given in consideration of the adjoining commercial property owner's financial contribution to the purchase price for the property paid to the City, which covenant provides as follows: (1) For the life of the Food Bank building the nine parking stalls indicated in the attached drawing (Exhibit C hereto) are reserved for business on the adjacent commercial property for business purposes; and (2) All remaining parking on the Property after hours of Food Bank operations and City of Lake Stevens operations, shall be available for adjacent business purposes on a "first come, first served" basis during all days of the week, generally between the hours of 6:00 p.m. -12:00 a.m. Any sub-lease or other agreement between the City and a third party shall provide that the third party generally conclude their daily operations at the building by 6:00 p.m.
- b) The Parties agree that the City's usage/occupancy for social services functions or other City related purposes shall be subject to the following:
 - i. The City or third party, shall cooperate with the Food Bank in procedures established for securing the Leased Premises at the end of each working day and at times when the Leased Premises are closed.
 - ii. All occupants of the Food Bank Building 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.
 - iii. All occupants of the Food Bank Building shall not use any machinery or equipment in the Leased Premises that might be injurious to the building. Occupants 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. Occupants shall not commit or suffer any waste upon the Leased Premises, and 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.
 - iv. Upon termination of any third party sublease or occupancy agreement between the City and a third party, the third party shall quit and surrender the Leased Premises in as good a state and condition as it was at the

commencement of the sublease or occupancy agreement, 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 sublease or occupancy agreement, or other actions not caused by the third party, its employees, agents, customers or invitees, excepted. The third party shall return all keys to City.

5. USE OF COMMON AREAS

- f) The Common areas to which the City has access and use are described as the teaching kitchen, restrooms and meeting room access thereto as depicted on Exhibit B, a copy of which is attached hereto and incorporated herein by this reference.
- g) The Parties agree that the City's use of the conference room and teaching kitchen shall be controlled by a schedule managed by the Food Bank. The Parties agree to cooperate with the shared usage in order to avoid conflict over the use of the teaching kitchen and conference room.

6. PARKING: The City and its third party service providers are authorized to utilize the building's parking spaces subject to the covenant cited in subsection 4.b. above. Additionally, the Food Bank and the City shall cooperate with one another to share the parking spaces, through the number of spaces occupied, the time of usage, and duration of usage with the intent of allowing all programs operating out of the building to provide the necessary parking for program personnel and those receiving the services of the program.

7. MAINTENANCE:

- a. Food Bank shall be responsible for the routine interior maintenance, janitorial service, and repairs of the premises including the common areas, rest rooms and kitchen, except that City or any City authorized user will complete immediate cleanup of any teaching programs conducted in the kitchen. Routine Maintenance includes general cleaning, all garbage fees, changing light bulbs, interior painting and cosmetic repairs when necessary, etc.
- b. City shall be responsible for exterior maintenance including parking lot maintenance and lighting, if required, landscaping and exterior painting as necessary.
- c. Food Bank shall be responsible for interior and exterior building repair, except exterior painting, unless required by structural repair, including roof repair/replacement as needed.

8. UTILITIES:

- a. Food Bank shall be responsible for metered electrical utilities for its portion of the building, and all garbage fees. The building shall be designed and constructed to provide for a separate metered electrical system for the Food Bank portion of the building.
- b. City shall be responsible for metered electric on its side of the building. City shall be responsible for cable, internet, heating and air conditioning, sewer for the entire building, and exterior lighting. The building shall be designed and constructed to provide for a separate metered electrical system for the Food Bank portion of the

building. Should the heating, air conditioning, and/or sewer system require repairs or replacement, the Food Bank shall reimburse the City on-half of the repair and replacement costs incurred by the City.

- c. City and Food Bank mutually agree the other 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 or Food Bank'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 or Food Bank's reasonable control shall be deemed an eviction of City or shall release City or Food Bank from any of City's or Food Bank's obligations under this lease.

9. IMPROVEMENTS: Food Bank agrees that upon termination of this Agreement, City may remove all fixtures which it owns or has installed which can be removed without structural damage to the building. Upon such removal City will restore the Leased Premises to its condition prior to installation of such fixtures. City further agrees that prior to said removal, it will advise the Food Bank 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 Food Bank; provided, Food Bank may elect to require removal of some or all of City's fixtures at City's sole expense.

10. RISK OF LOSS / INSURANCE:

- a) All personal property of the City or other future sublessee kept or maintained at the Leased Premises shall be at the risk of the City or future sublessee; such personal property shall be insured by the City or sublessee as appropriate.
- b) Food Bank shall insure the building for property loss. Food Bank shall be responsible for insuring its personal property.
- c) Food Bank shall also secure and maintain an occurrence based Commercial General Liability insurance policy which shall cover premises and contractual liability, written by a company acceptable to and approved by City in the amount of ONE MILLION DOLLARS (\$1,000,000.00) each occurrence. Food Bank 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. Food Bank shall provide City with written notice of any policy cancellation within two business days of its receipt of such notice.
- d) City shall procure and maintain for the duration of the Lease Agreement insurance against claims for injuries to persons or damage to property which may arise from or in connection with the use of the facilities and the activities of the City and its guests, representatives, volunteers and employees. City's required insurance shall be as follows:

General Liability insurance 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 Food Bank shall be named as an additional insured on City'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. The General Liability insurance shall be written with limits no less than \$1,000,000 each occurrence, \$1,000,000 general aggregate. The City's membership in a self-insured municipal risk pool will satisfy these insurance requirements.

- e) Failure to Maintain Insurance: Failure on the part of the Food Bank or City to maintain the insurance as required shall constitute a material breach of lease, upon which the Food Bank or City may, after giving five business days' notice to the other Party 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 Food Bank or City on demand.
- f) Full Availability of Food Bank Limits: If the Food Bank 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 Food Bank, irrespective of whether such limits maintained by the Food Bank 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 Food Bank.
- g) The City shall provide Food Bank with evidence of liability coverage and property coverage for City's owned property used/stored at the Leased Premises.
- h) In the event the subject property is damaged in whole or in part such that the damage triggers payment of property insurance to Food Bank, Food Bank will either:
 - i. Repair/rebuild to the original specifications; or
 - ii. Repair/rebuild to the original specifications as they may be scaled to the insurance proceeds; or
 - iii. Food Bank desires to sell subject property and City exercises its right under the Terms of First Right section, Food Bank will transfer to City all property insurance proceeds to repair/rebuild the subject property. City agrees to use transferred property insurance proceeds to repair/rebuild to the original specifications or to scale in accordance with proceeds received.

11. TAXES:

- a) Food Bank 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 City 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) Food Bank 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 Food Bank's fixtures, furniture, appliances and personal property installed or located in the leased premises.
- c) Food Bank 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:** The Food Bank shall defend, indemnify and hold the City, its officers, officials, employees and volunteers harmless from any and all claims, injuries, damages, losses or suits including attorney fees, arising out of or in connection with the performance of this Agreement, except for injuries and damages caused by the sole negligence of the City.

The City shall defend, indemnify and hold the Food Bank, its officers, officials, employees and volunteers harmless from any and all claims, injuries, damages, losses or suits including attorney fees, arising out of or in connection with the performance of this Agreement, except for injuries and damages caused by the sole negligence of the Food Bank.

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

13. **SIGNS AND LANDSCAPING.** Signage and landscaping for both Food Bank and City shall be in conformance with LSMC Ch. 14.68.

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

15. **RESPONSIBLE PERSON:**

- a. Food Bank 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.
- b. City shall keep the Food Bank advised of its responsible person or persons, and shall provide the Food Bank 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. **NOTICE:** Any notice given by Food Bank 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 Food Bank shall be addressed and delivered to:

TO FOOD BANK:

Lake Stevens Food Bank
Attn: President
8021 – 80th Street SE
Lake Stevens, WA 98258
Telephone: 425-334-3430

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: 425-622-9412

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

17. **INTERPRETATION.** This agreement shall be interpreted consistent with the recorded covenants running with the land upon which the Food Bank building is sited. Snohomish County Records No. _____.

18. **DEFAULT:** In the event either Party shall fail to carry out any of the terms required of it herein, the other Party may give written notice of the failure to the non-compliant Party. If the non-compliant Party fails to cure the alleged non-compliance to the satisfaction of the complaining Party within thirty (30) days of receipt of the written notice, the complaining Party may initiate the dispute resolution process set forth below.

19. **DISPUTE RESOLUTION:** The Parties agree that any dispute arising between them which is not otherwise resolved should be referred for mediation before any judicial proceedings are commenced in an effort to amicably settle any disputes. If mediation is demanded by a Party, the Parties shall within fifteen (15) calendar days of the demand jointly select a mediator. The charges and cost of the mediator shall be equally shared by the Parties. The Parties shall be solely responsible for their own legal representation.

20. **RIGHT OF ENTRY:** During the term of this Agreement Food Bank and City mutually agree that the City's agents or employees and the Food Bank'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 the other, at other reasonable times, for purposes of inspection and/or repairs; provided, either Food Bank or City may enter without notice in the event of an emergency. In the case of repairs that would be disruptive to City's activities, Food Bank shall give advance written notice to City. In the event of emergency entry, City and Food Bank shall make reasonable efforts to provide notice of entry to the other.

21. **ATTORNEY FEES/COLLECTION CHARGES.** In the event of any legal action or proceeding, or suit between the Parties hereto in connection with or arising out of this Agreement, the substantially prevailing Party shall be entitled to collect, in addition to any judgment awarded a reasonable sum as attorneys' fees, and all costs and expenses incurred in connection with such lawsuit, including expenses of any appeal of a judgment, This Agreement shall be governed by the laws of the State of Washington. The venue for litigation to resolve any dispute related to this Agreement shall be Snohomish County Superior Court. Should City be named as a defendant in any suit brought against Food Bank in connection with or arising out of City's occupancy hereunder, Food Bank shall pay to City its cost and expenses incurred in such suit, including all reasonable attorney's fees.

22. **EXCHANGE OF FINANCIAL REPORTS.** The Parties agree that on or before April 1 of each year each Party will provide to the other a financial report for the previous calendar year based upon audits by qualified State or private CPA auditors.

23. **TIME:** Time is of the essence of this Agreement.

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

25. **ENTIRE AGREEMENT AND AMENDMENTS.** This Agreement contains all of the agreements between the Parties with respect to any matter covered or mentioned in the Agreement, and no prior agreement, letter of intent, or understanding relating to any such matter will be effective for any purpose. No provision in this Agreement 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 Agreement. Should practical difficulties or circumstances unanticipated at the time of execution of this Agreement arise, either Party may request amendment of the lease terms addressing

the unanticipated circumstance, in which case the Parties will meet in good faith to consider amendment of Agreement terms.

IN WITNESS WHEREOF, the Parties have signed this document in duplicate this _____ day of _____, 2019.

CITY OF LAKE STEVENS

LAKE STEVENS FOOD BANK

By: _____
John Spencer, Mayor

By: _____
_____, President

ATTEST:

Kathy Pugh, City Clerk

APPROVED AS TO FORM:

Greg Rubstello, City Attorney

EXHIBIT A: MAP DEPICTING PREMISES AT 8021 – 20TH STREET SE

EXHIBIT B: DRAWING OF PREMISES DEPICTING CITY-LEASED AREA AND COMMON
AREAS



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LAKE STEVENS CITY COUNCIL
STAFF REPORT

Council Date: **Agenda** April 9, 2019

Subject: 2019 Bond Ordinance No. 1054

Contact Person/Department: Barb Stevens/ Finance **Budget Impact:** SWM Bond

RECOMMENDATION(S)/ACTION REQUESTED OF COUNCIL:

Approve Ordinance 1054, authorizing the issuance and sale of LTGO bonds not to exceed \$600,000 to finance a portion of the cost to acquire a site for a decant facility; and to designate the Mayor, City Administrator, and Finance Director as representatives to negotiate a private placement of the bonds.

SUMMARY/BACKGROUND:

The 2019 Limited Tax General Obligation (LTGO) bonds will be used to finance the majority of the cost to acquire a site for the Public Works decant facility at 12703 31st Place NE. The remainder of the purchase price will be paid from budgeted Storm Water Management funds.

This ordinance delegates authority to the Mayor, City Administrator, and Finance Director to complete the placement of the bonds based on the results of an RFP process currently underway. This will allow for efficient and timely closing of the property purchase approved by City Council on February 26th.

APPLICABLE CITY POLICIES:

The Council is required to approve the issuance of bonds.

BUDGET IMPACT:

A new debt service fund will be established for making the required payments on the bonds. When debt service payments are due, funds from Storm Water Management Fund will be transferred to the newly established debt service fund so the payments can be made. Under the proposed terms, the bonds will mature in 2024.

ATTACHMENTS:

- ▶ Exhibit A: 2019 LTGO Term Sheet (RFP)
- ▶ Exhibit B: Ordinance 1054 – 2019 LTGO Bond

Proposals Due: April 9, 2019 @ 12:00 P.M. Pacific Time

Term Sheet

City of Lake Stevens, Washington
Limited Tax General Obligation Bond, 2019

Par Amount:	\$600,000*
Purpose:	To finance cost of acquiring a site for a decant facility to be operated by the City and pay costs of issuance.
Authorizing Ordinance Considered:	April 9, 2019
Maturity Date:	June 1, 2024
Average Life:	2.93 years*
Anticipated Dates:	
Dated Date	April 30, 2019
Closing Date	April 30, 2019
Payment:	Interest and Principal Due: Semi-annually on each June 1 and December 1, commencing December 1, 2019 to and including the Maturity Date or date of earlier prepayment.
Interest rate:	The outstanding principal amount of the Bond will bear interest at a fixed rate <i>per annum</i> ; computed on the basis of a 360-day year of twelve 30 day months.
Bid Price:	Par
Optional Redemption:	Preferably prepayable, in whole or in part, at any time without penalty. At any time there is a partial prepayment, the remaining installment payments shall be recalculated to reflect a reduction in the payment amount. Note – the City will consider some call protection.
Security	The Bond will be a limited tax general obligation of the City. For as long as the Bond is outstanding, the City will irrevocably pledge that each year it will include in its budget and levy an <i>ad valorem</i> tax on all taxable property in the City, within and as part of the property taxes authorized by law to be levied by the City without a vote of the people, in an amount that, together with other lawfully available funds, will be sufficient to pay the principal of and interest on the bond as the same become due. The full faith, credit and resources of the City will be pledged irrevocably for the annual levy and collection of such taxes and the prompt payment of that principal and interest. The Bond will not constitute a debt or indebtedness of Snohomish County, the State of Washington, or any political subdivision thereof other than the District.
Rating:	Non-rated. Fyi, the City has an outstanding “Aa3” Moody’s LTGO rating
Tax Matters/Future Financing:	Tax-exempt obligation. Interest on the Bond will be excludable from gross income and will not be an item of tax preference for federal income tax purposes. The Bond will <u>not</u> be designated “Bank Qualified.” The City is considering additional tax-exempt financing later this year for a Public Safety Facility and infrastructure costs.
Legal Opinion:	Furnished by Stradling Yocca Carlson & Rauth P.C., Seattle, WA.

* Preliminary, subject to change.

Form: Fully-registered single Bond to be issued by the City. The Bond will be physically registered in the name of and delivered to the Purchaser. No CUSIP number will be assigned to the Bond.

Method of Sale and Transferability: The Bond will be sold in a private placement to institutional investors who are accredited investors (accredited investors constitute investors who qualify as accredited investors under paragraph 1, 2, 3, or 7 of Rule 501(a) of the Securities Act of 1933 (the "Act")).

The Bond will not be registered with the Securities and Exchange Commission ("SEC") or any other regulatory body. Accordingly, the Purchaser will hold the Bond with no intent to sell or transfer. The Bond will be held by the Purchaser for its own account and will not be reoffered to the public. The Purchaser may transfer the Bond only in whole to a single investor that is a "qualified institutional buyer" as such term is defined in Rule 144A of the SEC. Any transfer of the Bond must be in accordance with the resolution authorizing the Bond. Investors should consult with their counsel as to the applicable requirements for an investor to avail itself of any exemption under the Act.

Bond Registrar and Payment: City of Lake Stevens, WA.

Estimated Amortization Schedule:

12/1/2019	53,000
6/1/2020	56,000
12/1/2020	57,000
6/1/2021	58,000
12/1/2021	60,000
6/1/2022	61,000
12/1/2022	62,000
6/1/2023	63,000
12/1/2023	64,000
6/1/2024	66,000

CITY OF LAKE STEVENS, WASHINGTON
LIMITED TAX GENERAL OBLIGATION BONDS, 2019

ORDINANCE NO. 1054

AN ORDINANCE of the City of Lake Stevens, Washington, authorizing the issuance and sale of limited tax general obligation bonds of the City in an aggregate principal amount not to exceed \$600,000 to finance the cost of acquiring a site for a decant facility to be operated by the City; establishing terms of and parameters for the bonds; authorizing each of the Mayor, City Administrator, and Finance Director to act as the City's designated representative to negotiate a private placement of the bonds; providing for the disposition of the bond proceeds; and providing for the annual levy of taxes to pay the principal of and interest on the bonds.

PASSED: April 9, 2019

Prepared by:

Stradling Yocca Carlson & Rauth, P.C.
Seattle, Washington

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* This table of contents is not a part of this ordinance; it is included for convenience of the reader only.

ORDINANCE NO. 1054

AN ORDINANCE of the City of Lake Stevens, Washington, authorizing the issuance and sale of limited tax general obligation bonds of the City in an aggregate principal amount not to exceed \$600,000 to finance the cost of acquiring a site for a decant facility to be operated by the City; establishing terms of and parameters for the bonds; authorizing each of the Mayor, City Administrator, and Finance Director to act as the City's designated representative to negotiate a private placement of the bonds; providing for the disposition of the bond proceeds; and providing for the annual levy of taxes to pay the principal of and interest on the bonds.

WHEREAS, the City of Lake Stevens, Washington (the "City"), wishes to acquire a site for a decontamination facility to be operated by the City, and the City Council (the "Council") has approved the purchase of land at 12703 31st Place N.E. in the City for the site (as further described herein, the "Project"); and

WHEREAS, the Council finds that it is in the best interest of the City and its residents to finance the cost of the Project by the issuance of limited tax general obligation bonds of the City, in a principal amount not to exceed \$600,000 (the "Bonds") and, with the assistance of D.A. Davidson, as placement agent (the "Placement Agent"), to arrange for the private placement of the Bonds with a bank or other financial institution; and

WHEREAS, as authorized by RCW 39.46.040(2), the Council wishes to delegate to the Mayor, City Administrator, and Finance Director, as the City's designated representatives, the authority to negotiate for the private placement of the Bonds and to approve final terms of the Bonds on the terms and within the parameters set forth in this ordinance;

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF LAKE STEVENS, WASHINGTON, DO ORDAIN, as follows:

Section 1. Definitions. The following words and terms as used in this ordinance have the following meanings for all purposes of this ordinance, unless some other meaning is plainly intended.

Bond Fund means the Limited Tax General Obligation Bond Redemption Fund, 2019, authorized to be established pursuant to Section 7 hereof.

Bond Register means the registration records for the Bonds maintained by the Bond Registrar.

Bond Registrar means the party appointed, pursuant to Section 4 of this ordinance, to register and authenticate the Bonds, maintain the Bond Register, transfer ownership of the Bonds, and pay the principal of and interest on the Bonds.

Bonds means the City of Lake Stevens, Washington, Limited Tax General Obligation Bonds, 2019, authorized to be issued in a principal amount not to exceed \$600,000 pursuant to this ordinance.

City means the City of Lake Stevens, Washington, a municipal corporation duly organized and existing under the laws of the State of Washington.

Code means the Internal Revenue Code of 1986, as amended, together with corresponding and applicable final, temporary or proposed regulations and revenue rulings issued or amended with respect thereto by the United States Treasury Department or the Internal Revenue Service, to the extent applicable to the Bonds.

Council means the City Council as the general legislative authority of the City.

Designated Representative means the Mayor, City Administrator, or Finance Director or another City officer designated by the Mayor.

Fiscal Agent means the fiscal agent of the State of Washington appointed by the Washington State Finance Committee from time to time.

Government Obligations means those obligations now or hereafter defined as such in Chapter 39.53 RCW, as such chapter may be hereafter amended or restated.

Placement Agent means D.A. Davidson & Co., Seattle, Washington.

Project means the stormwater improvements described in Section 2 of this ordinance, together with incidental costs incurred in connection with carrying out and accomplishing the Project, consistent with RCW 39.46.070.

Purchase Contract means the Purchaser's term sheet or an agreement between the City and the Purchaser accepted by a Designated Representative with respect to the purchase of the Bonds.

Purchaser means the bank or other financial institution selected by the Designated Representative to purchase the Bonds in a private placement.

Registered Owner means the person named as the registered owner of a Bond in the Bond Register.

In this ordinance, unless the context otherwise requires:

(a) The terms "hereby," "hereof," "hereto," "herein," "hereunder" and any similar terms, as used in this ordinance, refer to this ordinance as a whole and not to any particular article, section, subdivision or clause hereof, and the term "hereafter" means after, and the term "heretofore" means before, the date of this ordinance;

(b) Words of the masculine gender mean and include correlative words of the feminine and neuter genders and words importing the singular number mean and include the plural number and vice versa;

(c) Words importing persons include firms, associations, partnerships (including limited partnerships), trusts, corporations and other legal entities, including public bodies, as well as natural persons;

(d) Any headings preceding the text of the several articles and Sections of this ordinance, and any table of contents or marginal notes appended to copies hereof, are solely for convenience of reference and do not constitute a part of this ordinance, nor will they affect its meaning, construction or effect; and

(e) All references herein to “articles,” “sections” and other subdivisions or clauses are to the corresponding articles, sections, subdivisions or clauses hereof.

Section 2. The Project.

(a) *Authority for and Description of Project.* The City wishes to acquire real property located at 12703 31st Place N.E. in the City to provide a site for a decant facility to be operated by the City (the “Project”). Incidental costs incurred in connection with carrying out and accomplishing the Project, consistent with RCW 39.46.070, may be included as costs of the Project. Costs of the Project not paid from proceeds of the Bonds will be paid from other available funds of the City.

The Council finds that it is in the best interests of the City to issue the Bonds to carry out the Project. If proceeds of the Bonds are insufficient to accomplish all of the Project, the City will use Bond proceeds for those portions of the Project deemed by the City most necessary and in the best interest of the City. If the entire Project has been completed or duly provided for, or if all or a portion of the Project is found to be impracticable, the City may apply the Bond proceeds or any portion thereof to other stormwater improvements as the Council in its discretion may determine.

Pursuant to applicable law, including without limitation chapters 35.37, 35.40, 39.36, 39.44, 39.46 and 39.52 RCW, the City is authorized to issue general obligation bonds for the purpose of financing the Project.

(b) *Debt Capacity.* The maximum amount of indebtedness authorized by this ordinance is \$600,000. Based on the following facts, this amount may be issued within the amount of debt permitted to the City for general municipal purposes without a vote:

- The assessed valuation of the taxable property within the City as ascertained by the last preceding assessment for City purposes (i.e., for collection in the calendar year 2019) is \$4,335,798,023.
- As of March 1, 2019, the City has limited tax general obligation indebtedness, consisting of bonds, notes, public works trust fund loans (other than revenue obligations), and City guarantees outstanding in the principal amount of \$12,916,262, which is incurred within

the limit of up to 1½% of the value of the taxable property within the City permitted for general municipal purposes without a vote.

- As of March 1, 2019, the City has no unlimited tax general obligation indebtedness for capital purposes outstanding.

Section 3. Authorization of Bonds. To finance costs of the Project, the City will issue its limited tax general obligation bonds in an aggregate principal amount not to exceed \$600,000 (the “Bonds”). The Bonds shall be general obligations of the City, shall be designated “City of Lake Stevens, Washington, Limited Tax General Obligation Bonds, 2019”; shall be fully registered as to both principal and interest; shall be in the denomination of \$1,000 each, or any integral multiple thereof, provided that no Bond shall represent more than one maturity (unless the Bonds are issued as a single bond); shall be numbered separately in such manner and with any additional designation as the Bond Registrar deems necessary for purposes of identification; and shall bear interest from their date, payable semiannually on the dates set forth in the Purchase Contract, commencing on a date and maturing on dates and in principal amounts approved by a Designated Representative pursuant to Section 11 of this ordinance. The Bonds will bear interest at the rate or rates set forth or provided for in the Purchase Contract pursuant to Section 11 of this ordinance.

Section 4. Registration, Exchange and Payments.

(a) *Bond Registrar/Bond Register.* A Designated Representative may appoint the Finance Director or the Fiscal Agent as registrar, authenticating agent, paying agent and transfer agent for the Bonds (as so designated, the “Bond Registrar”). The Bond Register will keep, or cause to be kept, sufficient records for the registration and transfer of the Bonds (the “Bond Register”). The Bond Registrar is authorized, on behalf of the City, to authenticate and deliver Bonds transferred or exchanged in accordance with the provisions of such Bonds and this ordinance and to carry out all of the Bond Registrar’s powers and duties under this ordinance. The Bond Registrar is responsible for its representations contained in the Certificate of Authentication on the Bonds.

(b) *Registered Ownership.* The City and the Bond Registrar may deem and treat the Registered Owner of each Bond as the absolute owner for all purposes, and neither the City nor the Bond Registrar will be affected by any notice to the contrary. Payment of any Bond will be made only as described in Section 4(f) hereof, but any Bond may be transferred as herein provided. All payments made as described in Section 4(f) will be valid and will satisfy the liability of the City upon the Bonds to the extent of the amount or amounts so paid.

(c) *Transfer or Exchange of Registered Ownership; Change in Denominations.* The registered ownership of any Bond may be transferred or exchanged, but no transfer of any Bond will be valid unless it is surrendered to the Bond Registrar with the assignment form appearing on such Bond duly executed by the Registered Owner or such Registered Owner’s duly authorized agent in a manner satisfactory to the Bond Registrar. Upon such surrender, the Bond Registrar shall cancel the surrendered Bond and authenticate and deliver, without charge to the Registered Owner or transferee, a new Bond (or Bonds at the option of the new Registered Owner) of the same date, maturity and interest rate and for the same aggregate principal amount

in any authorized denomination, naming as Registered Owner the person or persons listed as the assignee on the assignment form appearing on the surrendered Bond, in exchange for the surrendered and cancelled Bond. Any Bond may be surrendered to the Bond Registrar and exchanged, without charge, for an equal aggregate principal amount of Bonds of the same date, maturity and interest rate, in any authorized denomination. The Bond Registrar is not obligated to transfer or exchange any Bond during the period beginning at the opening of business on the 15th day of the month next preceding any interest payment date and ending at the close of business on such interest payment date, or, in the case of any proposed redemption of the Bonds, after the mailing of the notice of the redemption.

(d) *Fiscal Agent's Ownership of Bonds.* If the Fiscal Agent serves as Bond Registrar, it may become the Registered Owner of any Bond with the same rights it would have if it were not the Bond Registrar, and to the extent permitted by law, may act as depository for and permit any of its officers or directors to act as member of, or in any other capacity with respect to, any committee formed to protect the right of the Registered Owners of Bonds.

(e) *Registration Covenant.* The City covenants that, until all Bonds have been surrendered and cancelled, it will maintain a system for recording the ownership of each Bond that complies with the provisions of Section 149 of the Code.

(f) *Place and Medium of Payment.* Both principal of and interest on the Bonds are payable in lawful money of the United States of America. Unless otherwise provided in the Purchase Contract, interest on the Bonds will be calculated based on a year of 360 days and twelve 30-day months.

For so long as the Finance Director serves as Bond Registrar, payments of principal of and interest on the Bond will be made by check or draft of the Bond Registrar mailed on the date such principal and interest is due, by electronic funds transfer made on such due date to the registered owner at the address appearing on the Bond Register, or by such alternative means as may be specified in the Purchase Contract. Upon final payment of all principal of and interest on the Bonds, the Bonds shall be submitted to the Bond Registrar for cancellation and surrender.

For so long as the Fiscal Agent serves as Bond Registrar, payments of interest on the Bonds will be paid by check or draft mailed to the Registered Owners at the addresses for such Registered Owners appearing on the Bond Register on the 15th day of the month preceding the interest payment date. Principal of the Bonds is payable upon presentation and surrender of such Bonds by the Registered Owners at the principal office of the Bond Registrar; provided, however, that if so requested in writing by the Registered Owner of at least \$1,000,000 principal amount of Bonds, interest will be paid by wire transfer on the interest payment date to an account with a bank located within the United States.

Section 5. Redemption; Purchase of Bonds.

(a) *Optional Redemption.* The Bonds may be subject to optional redemption prior to their stated maturities as set forth in the Purchase Contract approved by the Designated Representative pursuant to Section 11.

(b) *Selection of Bonds for Redemption.* If the City redeems at any one time fewer than all of the Bonds of the same maturity date, the particular Bonds or portions of Bonds of such maturity to be redeemed will be selected by lot (or in such other manner determined by the Bond Registrar) in increments of \$1,000. In the case of a Bond of a denomination greater than \$5,000, the City and Bond Registrar will treat each Bond as representing such number of separate Bonds each of the denomination of \$1,000 as is obtained by dividing the actual principal amount of such Bond by \$1,000. If only a portion of the principal sum of a Bond is redeemed, upon surrender of the such Bond at the principal office of the Bond Registrar there will be issued to the Registered Owner, without charge therefor, for the then unredeemed balance of the principal sum thereof, at the option of the Registered Owner, a Bond or Bonds of like maturity and interest rate in any of the denominations herein authorized.

(c) *Notice of Redemption.*

(1) Official Notice. Unless alternative notice provisions are set forth in the Purchase Contract, and unless waived by any Registered Owner of Bonds to be redeemed, official notice of any redemption, which notice may be conditional, will be given by the Bond Registrar on behalf of the City by mailing a copy of an official redemption notice by first class mail at least 30 days and not more than 60 days prior to the date fixed for redemption to the Registered Owner of the Bond or Bonds to be redeemed at the address shown on the Bond Register or at such other address as is furnished in writing by such registered owner to the Bond Registrar.

All official notices of redemption will be dated and will state:

- (A) the redemption date,
- (B) the redemption price,
- (C) if fewer than all outstanding Bonds are to be redeemed, the identification by maturity (and, in the case of partial redemption, the respective principal amounts) of the Bonds to be redeemed,
- (D) any condition to an optional redemption,
- (E) that on the redemption date (unless the notice of redemption is a conditional notice, in which case the notice will state that interest will cease to accrue from the redemption date if and to the extent that any condition has been satisfied and funds have been provided to the Bond Registrar for the redemption of Bonds) the redemption price will become due and payable upon each Bond or portion thereof called for redemption, and that interest thereon will cease to accrue from and after said date, and
- (F) the place where such Bonds are to be surrendered for payment of the redemption price.

On or prior to any redemption date (if any conditions to an optional redemption have been met), the City will deposit with the Bond Registrar an amount of money sufficient to pay the redemption price of all the Bonds or portions of Bonds that are to be redeemed on that date.

(2) Effect of Notice; Bonds Due. Unless the City has given a conditional notice and the conditions for redemption set forth therein are not satisfied, official notice of redemption having been given as aforesaid, the Bonds or portions of Bonds so to be redeemed shall, on the redemption date, become due and payable at the redemption price therein specified, and from and after such date (unless the City defaults in the payment of the redemption price) such Bonds or portions of Bonds will cease to bear interest. Upon surrender of those Bonds for redemption in accordance with the notice, those Bonds shall be paid by the Registrar at the redemption price. Installments of interest due on or prior to the redemption date are payable as herein provided for payment of interest. Upon surrender for any partial redemption of any Bond, there will be prepared for the Registered Owner a new Bond or Bonds of the same maturity in the amount of the unpaid principal. All Bonds that have been redeemed will be canceled and destroyed by the Registrar and may not be reissued.

(3) Amendment of Notice Provisions. The foregoing notice provisions of this Subsection 5(c), including but not limited to the information to be included in redemption notices and the persons designated to receive notices, may be amended by additions, deletions and changes to maintain compliance with duly promulgated regulations and recommendations regarding notices of redemption of municipal securities.

(d) *Purchase of Bonds.* The City reserves the right to purchase any of the Bonds at any time at a price deemed reasonable by the City.

Section 6. Form of Bonds. The Bonds will be in substantially the following form, with such modifications as may be necessary or desirable if the Bonds are issued as a single Bond:

UNITED STATES OF AMERICA

NO. _____

\$_____

STATE OF WASHINGTON

CITY OF LAKE STEVENS

LIMITED TAX GENERAL OBLIGATION BOND, 2019

INTEREST RATE:

MATURITY DATE:

CUSIP NO.:

REGISTERED OWNER:

PRINCIPAL AMOUNT:

THE CITY OF LAKE STEVENS, WASHINGTON (the “City”), a municipal corporation duly organized and existing under the laws of the State of Washington, hereby acknowledges itself to owe and for value received promises to pay to the Registered Owner identified above, or registered assigns, on the Maturity Date identified above, the Principal Amount indicated above and to pay interest thereon from the date hereof, or the most recent date to which interest has been paid or duly provided for, until payment of this bond at the Interest Rate set forth above, payable on the first days of each _____ and _____, commencing on _____, 20____. Both principal of and interest on this bond are payable in lawful money of the United States of America.

This bond is one of an authorized issue of bonds of like date and tenor, except as to number, amount, rate of interest and date of maturity, in the aggregate principal amount of \$_____ (the “Bonds”), issued to finance the cost of stormwater improvements in the City. The Bonds are issued under and in accordance with the provisions of the Constitution and applicable statutes of the State of Washington and ordinances duly adopted by the City Council, including Ordinance No. 1054 (the “Bond Ordinance”). Unless otherwise defined in this bond, capitalized terms used herein have the meanings given those terms in the Bond Ordinance.

The Bonds are subject to redemption prior to their stated maturities as set forth in the Bond Ordinance and Purchase Contract.

The Bonds are not “private activity bonds” as that term is defined in the Internal Revenue Code of 1986, as amended (the “Code”). The Bonds have not been designated by the City as “qualified tax-exempt obligations” within the meaning of Section 265(b) of the Code.

The City has irrevocably covenanted for as long as any of the Bonds are outstanding that each year it will include in its budget and levy an *ad valorem* tax on all taxable property in the City, within and as part of the property taxes authorized by law to be levied by the City without a vote of the people, in an amount that, together with other lawfully available funds, will be sufficient to pay the principal of and interest on the Bonds as the same become due. The full faith, credit and resources of the City are irrevocably pledged for the annual levy and collection of such taxes and the prompt payment of such principal and interest.

The pledge of taxes for payment of the principal of and interest on the Bonds may be discharged prior to maturity of the Bonds by making provisions for the payment thereof on the terms and conditions set forth in the Bond Ordinance.

This bond will not be valid or become obligatory for any purpose or be entitled to any security or benefit under the Bond Ordinance until the Certificate of Authentication hereon has been manually signed by or on behalf of the Bond Registrar.

It is hereby certified that all acts, conditions and things required by the Constitution and statutes of the State of Washington to exist, to have happened, been done and performed precedent to and in the issuance of this bond have happened, been done and performed and that the issuance of this bond and the Bonds does not violate any constitutional, statutory or other limitation upon the amount of bonded indebtedness that the City may incur.

IN WITNESS WHEREOF, the City of Lake Stevens, Washington, has caused this bond to be executed by the manual or facsimile signatures of the Mayor and City Clerk and a facsimile of the seal of the City to be imprinted or otherwise reproduced hereon as of _____, 2019.

CITY OF LAKE STEVENS,
WASHINGTON

By: _____
/s/ manual or facsimile
Mayor

ATTEST:

/s/ manual or facsimile
City Clerk

The Bond Registrar's Certificate of Authentication on the Bonds will be in substantially the following form:

CERTIFICATE OF AUTHENTICATION

Date of Authentication:

This is one of the City of Lake Stevens, Washington, Limited Tax General Obligation Bonds, 2019, dated _____, 2019, as described in the Bond Ordinance.

[Signature block for Bond Registrar:
Finance Director or Fiscal Agent]

/s/

ASSIGNMENT

FOR VALUE RECEIVED, the undersigned hereby sells, assigns and transfers unto _____

PLEASE INSERT SOCIAL SECURITY OR TAXPAYER IDENTIFICATION NUMBER OF TRANSFEREE

(Please print or typewrite name and address, including zip code, of Transferee)

the within bond and does hereby irrevocably constitute and appoint _____ of _____, or its successor, as Bond Registrar to transfer said bond on the books kept for registration thereof with full power of substitution in the premises.

DATED: _____, ____.

SIGNATURE GUARANTEED:

NOTE: The signature on this Assignment must correspond with the name of the registered owner as it appears upon the face of the within bond in every particular, without alteration or enlargement or any change whatever.

Section 7. Execution of Bonds. The Bonds will be executed on behalf of the City with the manual or facsimile signature of the Mayor, attested by the manual or facsimile signature of the City Clerk, and have the seal of the City impressed, imprinted or otherwise reproduced thereon. If any officer who has signed or attested a Bond ceases to be an officer of the City authorized to sign bonds before the Bond bearing his or her signature is authenticated or delivered by the Bond Registrar or issued by the City, that Bond nevertheless may be authenticated, issued and delivered and, when authenticated, issued and delivered, will be as binding on the City as though that person had continued to be an officer of the City authorized to sign bonds. Bonds also may be signed on behalf of the City by any person who, on the actual date of signing of the Bonds, is an officer of the City authorized to sign bonds, although he or she did not hold the required office on the date of issuance of the Bonds.

Only Bonds that bear a Certificate of Authentication, manually executed by the Bond Registrar, will be valid or obligatory for any purpose or entitled to the benefits of this ordinance. The executed Certificate of Authentication shall be conclusive evidence that the Bonds so authenticated have been duly executed, authenticated and delivered and are entitled to the benefits of this ordinance.

Section 8. Bond Fund; Pledge of Taxes and Credit. There is hereby authorized and directed to be created in the office of the Finance Director a special fund to be drawn upon for the sole purpose of paying the principal of and interest on the Bonds to be known as the “Limited Tax General Obligation Bond Redemption Fund, 2019” (the “Bond Fund”). The taxes hereafter levied for the purpose of paying principal of and interest on the Bonds and other funds to be used to pay the Bonds must be deposited in the Bond Fund no later than the date such funds are required for the payment of principal of and interest on the Bonds. Money in the Bond Fund not needed to pay the interest or principal next coming due may temporarily be deposited in such institutions or invested in such obligations as may be lawful for the investment of City funds. Any interest or profit from the investment of such money must be deposited in the Bond Fund.

The City hereby irrevocably covenants for as long as any of the Bonds are outstanding that each year it will include in its budget and levy an *ad valorem* tax on all taxable property in the City, within and as part of the property taxes authorized by law to be levied by the City without a vote of the people, in an amount that, together with other lawfully available funds, will be sufficient to pay the principal of and interest on the Bonds as the same become due. All of such taxes so collected and any other money to be used for such purposes shall be paid into the Bond Fund.

The City hereby irrevocably pledges that a sufficient portion of each annual levy to be levied and collected by the City prior to the full payment of the principal and interest on the Bonds will be and is hereby irrevocably set aside, pledged and appropriated for the payment of the principal of and interest on the Bonds. The full faith, credit and resources of the City are hereby irrevocably pledged for the annual levy and collection of such taxes and for the prompt payment of the principal of and interest on the Bonds as the same become due.

Section 9. Defeasance. If money and/or Government Obligations maturing at such time or times and bearing interest to be earned thereon in amounts (together with such money, if necessary) sufficient to redeem and retire part or all of the Bonds in accordance with their terms, are set aside in a special account of the City to effect such redemption and retirement, and such money and the principal of and interest on such Government Obligations are irrevocably set aside and pledged for such purpose, then no further payments need be made into the Bond Fund for the payment of the principal of and interest on the Bonds so provided for, and such Bonds shall cease to be entitled to any lien, benefit or security of this ordinance except the right to receive the money so set aside and pledged, and such Bonds shall be deemed not to be outstanding hereunder.

The City will give written notice of defeasance to the owners of all Bonds so provided for and to each party entitled to receive notice in accordance with any undertaking entered into pursuant to Section 13 of this ordinance.

Section 10. Tax Covenants; No Special Designation. The City hereby covenants that it will not make any use of the proceeds of sale of the Bonds or any other funds of the City that may be deemed to be proceeds of the Bonds pursuant to Section 148 of the Code that will cause the Bonds to be “arbitrage bonds” within the meaning of said section and said regulations. The

City will comply with the requirements of Section 148 of the Code (or any successor provision thereof applicable to the Bonds) and the applicable regulations thereunder throughout the term of the Bonds. The City further covenants that it will not take any action or permit any action to be taken that would cause the Bonds to constitute “private activity bonds” under Section 141 of the Code.

The City has not designated the Bonds as “qualified tax-exempt obligations” within the meaning of Section 265(b)(3) of the Code.

Section 11. Private Placement of Bonds.

It is in the City’s best interest to provide flexibility for marketing the Bonds. Accordingly, the Council wishes to delegate to the Mayor, City Administrator, and Finance Director the authority to complete the sale of the Bonds by authorizing each to act as the City’s designated representative in accordance with RCW 39.46.040(2). In accordance with this grant of authority, a Designated Representative may solicit potential bids from banks or other financial institutions for a private placement of the Bonds, with the assistance of the Placement Agent. From the bids received, a Designated Representative may select a Purchaser and negotiate final terms for the Bonds, including delivery date, payment dates, interest rates, aggregate principal amount and maturity amounts, redemption provisions, and certain other terms for the Bonds, within the following parameters:

- the aggregate principal amount of the Bonds does not exceed \$600,000,
- the maximum term for the Bonds does not exceed six years,
- the Bonds are sold (in the aggregate) at a price not less than 95% and not greater than 125%,
- the true interest cost for the Bonds (in the aggregate) does not exceed 4.0%, and
- the Bonds conform to all other terms of this ordinance.

Subject to the terms and conditions listed above, a Designated Representative is hereby authorized to execute a Purchase Contract that incorporates these terms and deliver the Purchase Contract to the Purchaser. The signature of one Designated Representative is sufficient to bind the City. Following the execution of a Purchase Contract, a Designated Representative will provide a report to the Council, describing the final terms of the Bonds approved pursuant to the authority delegated in this ordinance. The report will be provided to the Council no later than at its next regularly scheduled meeting.

The authority granted to the Designated Representatives by this Section 11 expires on January 1, 2020. If no Purchase Contract for the Bonds has been executed on or prior to January 1, 2020, the authorization for the issuance of the Bonds is rescinded, and the Bonds authorized under this ordinance may not be issued nor their sale approved unless the Bonds are re-authorized by ordinance. The ordinance re-authorizing the issuance and sale of the Bonds may be in the form of a new ordinance repealing this ordinance in whole or in part or may be in the

form of an amendatory ordinance approving a purchase contract or establishing terms and conditions for the authority delegated under this Section 11.

The Designated Representative and other City officials, agents and representatives are hereby authorized and directed to do everything necessary for the prompt issuance, execution and delivery of the Bonds to the Purchaser and for the proper application and use of the proceeds of sale of the Bonds. In furtherance of the foregoing, the Designated Representative is authorized to approve and enter into agreements for the payment of costs of issuance, including any loan or origination fees specified by the Purchaser, and any retained services, including Bond Counsel, Placement Agent, fiscal agent, and other expenses customarily incurred in connection with issuance and sale of bonds.

Section 12. Application of Proceeds of Bonds. An account within the Stormwater Capital Fund to be designated as the “Decant Facility Project Account” (the “Project Account”) is hereby authorized to be created in the office of the Finance Director. At the time of delivery of the Bonds, proceeds of the Bonds shall be deposited in the Project Fund and used to pay costs of the Project and costs of issuance of the Bonds.

Section 13. Lost or Destroyed Bonds. If any Bonds are lost, stolen or destroyed, the Bond Registrar may authenticate and deliver a new Bond or Bonds of like amount, maturity and tenor to the Registered Owner upon such Registered Owner’s paying the expenses and charges of the Bond Registrar and the City in connection with preparation and authentication of the replacement Bond or Bonds and upon his or her filing with the Bond Registrar and the City evidence satisfactory to both that such Bond or Bonds were actually lost, stolen or destroyed and of his or her ownership, and upon furnishing the City and the Bond Registrar with indemnity satisfactory to both.

Section 14. General Authorization. The appropriate officials, agents and representatives of the City are authorized to take any actions and to execute any certificates, agreements or other documents as in their judgment may be necessary or desirable to carry out the terms of, and complete the transactions contemplated by, this ordinance. All acts taken pursuant to the authority of this ordinance but prior to its effective date are hereby ratified and confirmed.

Section 15. Severability. If any one or more of the covenants or agreements provided in this ordinance to be performed on the part of the City is declared by any court of competent jurisdiction to be contrary to law, then such covenant or covenants, agreement or agreements, shall be null and void and shall be deemed separable from the remaining covenants and agreements of this ordinance and shall in no way affect the validity of the other provisions of this ordinance or of the Bonds.

Section 16. Effective Date. This ordinance becomes effective five days after its passage and publication, as required by law.

PASSED by the City Council of the City of Lake Stevens, Washington, at a regular meeting thereof, held on April 9, 2019.

CITY OF LAKE STEVENS,
WASHINGTON

By: _____
Mayor

ATTEST:

City Clerk

CERTIFICATE

I, the undersigned, City Clerk of the City of Lake Stevens, Washington, (the “City”) and keeper of the records of the City Council (the “Council”), DO HEREBY CERTIFY:

1. That the attached ordinance is a true and correct copy of Ordinance No. 1054 of the City (the “Ordinance”), duly passed at a regular meeting of the Council held on April 9, 2019.

2. That said meeting was duly convened and held in all respects in accordance with law, and to the extent required by law, due and proper notice of such meeting was given; that a legal quorum was present throughout the meeting and a legally sufficient number of members of the Council voted in the proper manner for passage of the Ordinance; that all other requirements and proceedings incident to the proper passage of the Ordinance have been duly fulfilled, carried out and otherwise observed; and that I am authorized to execute this certificate.

IN WITNESS WHEREOF, I have hereunto set my hand this _____, 2019.

City Clerk