



City of Lake Stevens Vision Statement

By 2030, we are a sustainable community around the lake with a vibrant economy, unsurpassed infrastructure and exceptional quality of life.

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

Tuesday, April 23, 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	Erik Mangold	Eric
CITIZEN COMMENTS		
COUNCIL BUSINESS		Council President
MAYOR'S BUSINESS		
CITY DEPARTMENT REPORT	Update	
CONSENT AGENDA		
	*A Approve 2019 Vouchers	Barb
	*B Approve City Council Regular Meeting Minutes of April 9, 2019	Kathy
	*C Approve City Council Workshop Meeting Minutes of April 16, 2019	Kathy
	*D Approve Amendment No. 1 to Concession Agreement with Hydrology Stand Up Paddle	Gene
	*E Approve Resolution 2019-10 Adopting Scan and Toss Policy	Kathy
	*F Approve Change in City Council Meeting Schedule	Kathy

PUBLIC HEARING:

Lake Stevens City Council Regular Meeting Agenda

April 23, 2019

ACTION ITEMS:

*G	Approve Real Estate Purchase and Sale Agreement with Lake Stevens Fire	John D.
*H	Approve Professional Services Agreement with MJ Neal re Police Department Design	Eric
*I	Approve Ordinance 1056 re Emergency Management	Jeff

DISCUSSION ITEMS:

#J	Homeless Camps on Public Lands	John D.
*K	Approve Letter to Puget Sound Regional Council re Vision 2050	Russ

EXECUTIVE SESSION: L Real Property Acquisition and Sale (2)

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.

Lake Stevens Police Department

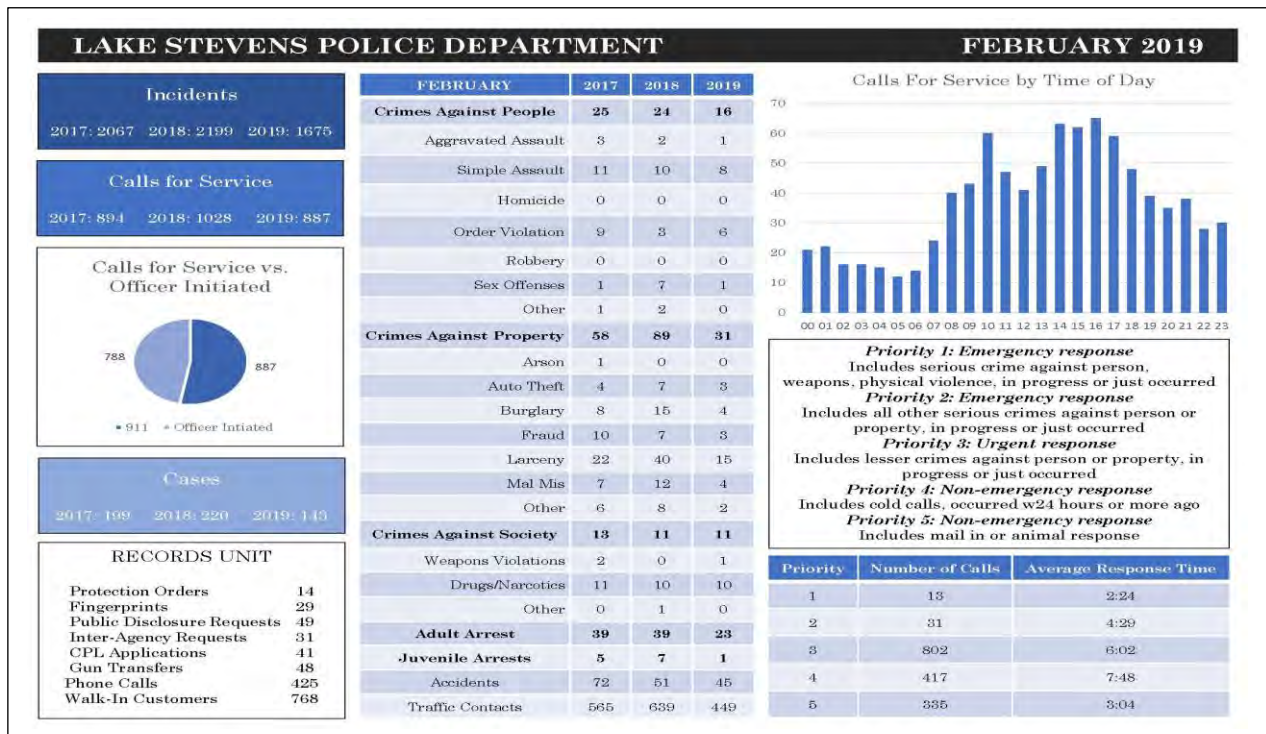
City of Lake Stevens
City Council Regular Meeting 4-23-2019
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Chief John D. Dyer
Lake Stevens Police Department

April 2019,

The Lake Stevens PD employees continue to work in service to the Lake Stevens community. As can be seen from our February reporting, we continue to work hard to keep the community safe. One interesting chart shows the amount of “Officer Initiated” incidents we were involved in. This shows the level of proactive work our Officers are involved in. This is important for us to track, because we want our Officers to be involved in our community in a proactive way. When our Officers are spending too much time on 911 responses, they start to lose the resource of time needed to be proactive, and we need to readjust our resources to give them this time.



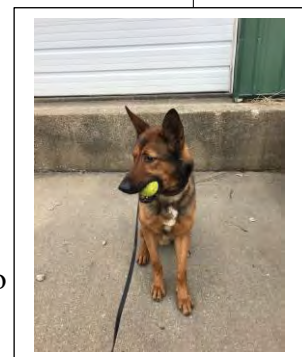
Two examples of the challenges we face:

- **March 18, Squatters** - Neighbor reports that several neighbors believed an address was vacant and that people may be coming and going who aren't supposed to be there
- **March 24, Narcan Reversal** - Sgt. Barnes responded to an address for an “Assist Fire” call and was instrumental in achieving an opiate overdose reversal. Two (2) Narcan doses were provided to a 21-year-old who was agonal breathing. The male became responsive and was transported to the hospital by Medics.

These represent social issues which affect us all in terms of homelessness and substance abuse. Often, the police are the ones who must deal with the consequences of these issues on a day by day basis. We work with our partners to help provide services to those in need, while still being sensitive to the need to provide for public safety and the quality of life for our citizens.

New member of the Team

We are very excited to have on board a new member of the team. Haro came to us from Belgium, by way of Vohne Liche Kennels in Indiana. Haro is a three year old Malinois/German Shepard mix. He will be working with Officer Alex Michael as our new drug detection dog. He is now trained on the detection of heroin, methamphetamines, and cocaine. He is part of our effort in addressing the illegal drug trade in our area. Welcome to the LSPD team Haro!!





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BLANKET VOUCHER APPROVAL
2019

Payroll Direct Deposits	4/10/2019	\$220,859.96
Payroll Checks	47592	\$1,889.90
Tax Deposit(s)		\$209,088.86
Electronic Funds Transfers	ACH	\$81,112.05
Claims	47593-47696	\$490,533.20
Void Checks	47451, 47489	(\$1,313.06)
Total Vouchers Approved:		\$1,002,170.91

This 23rd 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 23rd, 2019



City Expenditures by Type on this voucher packet

Personnel Costs	\$	222,750	22%
Payroll Federal Taxes	\$	81,112	8%
Excise Tax	\$	54	0%
Retirement Benefits - Employer	\$	54,375	5%
Medical Benefits - Employer	\$	138,606	14%
Other Employer paid Benefits	\$	4,980	0%
Employee paid benefits - By Payroll	\$	16,738	2%
Supplies	\$	32,548	3%
Professional Services	\$	156,157	16%
Intergovernmental	\$	43,300	4%
Capital *	\$	252,865	25%
Void Check	\$	(1,313)	-0.1%
Total	\$	1,002,170.91	100%

Large Purchases

- * 2019 Ford Interceptor - \$40,890.65
- * 20th Street Water Service - \$34,054.57
- * Water Meter Removal/Install North Cove - \$32,843.94



Total for Period
\$780,734.11

Checks to be approved for period of 04/04/2019 - 04/17/2019

Vendor: Ace Hardware
Check Number: 47601

Invoice No	Check Date	Account Number	Account Name	Description	Amount
62265	4/17/2019	410 016 531 10 31 02	SW-Operating Costs	Tees	\$5.00
62472	4/17/2019	001 010 576 80 31 00	PK-Operating Costs	Mowing Head	\$48.99
62472	4/17/2019	410 016 531 10 31 02	SW-Operating Costs	Mowing Head	\$48.99
62523	4/17/2019	001 010 576 80 31 00	PK-Operating Costs	Articulating Head Multi Cut/Kneel Pad/Trimmer	\$636.41
62525	4/17/2019	410 016 531 10 31 02	SW-Operating Costs	Gloves	\$32.68
62536	4/17/2019	410 016 531 10 31 02	SW-Operating Costs	Jack/Wallplate	\$8.70
62558	4/17/2019	410 016 531 10 31 02	SW-Operating Costs	Push Pins/Caulk/Cable Ties	\$13.58
62577	4/17/2019	101 016 544 90 31 02	ST-Operating Cost	Screwdrivers	\$40.31
62594	4/17/2019	001 008 521 20 31 02	LE-Minor Equipment	Key Set/Foldup Dulmat	\$33.77
62601	4/17/2019	001 008 521 20 31 02	LE-Minor Equipment	Velcro Tape	\$36.49
					\$904.92

Vendor: Active Excavator Rentals Inc
Check Number: 47602

Invoice No	Check Date	Account Number	Account Name	Description	Amount
9679	4/17/2019	305 010 594 76 60 00	North Cove Park Capital	Dozer Rental - North Cove Project	\$8,113.05
					\$8,113.05

Vendor: AFLAC
Check Number: 0

Invoice No	Check Date	Account Number	Account Name	Description	Amount
041019	4/15/2019	001 000 284 00 00 00	Payroll Liability Other	Employee paid Insurance Prem	\$1,446.60
					\$1,446.60

Vendor: Amazon Capital Services
Check Number: 47603

Invoice No	Check Date	Account Number	Account Name	Description	Amount
1M4Y-DF4V-4LHV	4/17/2019	001 008 521 20 31 07	LE - Donation Canine Unit	Dog Tactical Harness	\$43.58
1VHX-CX9Y-1X9D	4/17/2019	001 008 521 20 31 02	LE-Minor Equipment	Crime Scene Tape/First Aid Supplies/Binoculars	\$349.81
1Y4W-94JN-4JGM	4/17/2019	001 008 521 20 31 01	LE-Fixed Minor Equipment	Tactical Wire Surveillance Earpiece	\$76.30
					\$469.69

Vendor: Amazon Capital Services
Check Number: 47604

Invoice No	Check Date	Account Number	Account Name	Description	Amount
13RX-XLW3-6CR9	4/17/2019	001 007 558 50 31 00	PL-Office Supplies	Plotter Paper	\$69.70
13RX-XLW3-6CR9	4/17/2019	001 010 576 80 31 00	PK-Operating Costs	Plotter Paper	\$69.70
13RX-XLW3-6CR9	4/17/2019	101 016 544 90 31 01	ST-Office Supplies	Plotter Paper	\$69.71
13RX-XLW3-6CR9	4/17/2019	410 016 531 10 31 01	SW-Office Supplies	Plotter Paper	\$69.71
1KQY-JRQX-HGT9	4/17/2019	001 008 521 20 31 02	LE-Minor Equipment	Dual Monitor Stand/Display Port Cable/Dell Monitor	\$347.68
1L31-FX9R-JRQK	4/17/2019	001 010 576 80 31 00	PK-Operating Costs	Power Supply Cord - Shop	\$9.44

1L31-FX9R-JRQK	4/17/2019	101 016 544 90 31 02	ST-Operating Cost	Power Supply Cord - Shop	\$9.44
1L31-FX9R-JRQK	4/17/2019	410 016 531 10 31 02	SW-Operating Costs	Power Supply Cord - Shop	\$9.45
1YWQ-PMMM-T1GH	4/17/2019	001 004 514 23 31 00	FI-Office Supplies	Electric Stapler	\$43.31
1YWQ-PMMM-T1GH	4/17/2019	001 005 518 10 31 00	HR-Office Supplies	Electric Stapler	\$22.57
					\$720.71

Vendor: American Forest Management Inc

Check Number: 47605

Invoice No	Check Date	Account Number	Account Name	Description	Amount
118121	4/17/2019	001 010 576 80 41 00	PK-Professional Services	Arborist Work 2008 88th Ave SE - 903 123rd Ave NE	\$1,100.00
					\$1,100.00

Vendor: Assoc of Washington Cities EFT

Check Number: 0

Invoice No	Check Date	Account Number	Account Name	Description	Amount
041019	4/15/2019	001 000 283 00 00 00	Payroll Liability Medical	Medical Insurance Premium	\$136,096.30
041019	4/15/2019	001 013 518 30 20 00	GG-Benefits	Medical Insurance Premium	(\$1.27)
041019T	4/15/2019	001 000 283 00 00 00	Payroll Liability Medical	Teamster Dental Premium	\$2,509.28
041019T	4/15/2019	001 010 576 80 20 00	PK-Benefits	Teamster Dental Premium	\$62.21
041019T	4/15/2019	001 013 518 30 20 00	GG-Benefits	Teamster Dental Premium	\$62.06
041019T	4/15/2019	101 016 542 30 20 00	ST-Benefits	Teamster Dental Premium	\$248.85
041019T	4/15/2019	410 016 531 10 20 00	SW-Benefits	Teamster Dental Premium	\$248.85
					\$139,226.28

Vendor: Barrett

Check Number: 47606

Invoice No	Check Date	Account Number	Account Name	Description	Amount
1722	4/17/2019	410 016 531 10 31 02	SW-Operating Costs	Sweepings Removal	\$1,275.00
1723	4/17/2019	305 010 594 76 60 00	North Cove Park Capital	Dirt Removal Yard to Menzel Gravel	\$19,927.50
1724	4/17/2019	305 010 594 76 60 00	North Cove Park Capital	Dirt Transport North Cove to Yard	\$6,581.25
1731	4/17/2019	305 010 594 76 60 00	North Cove Park Capital	Dirt Transport North Cove to City	\$7,053.75
1732	4/17/2019	305 010 594 76 60 00	North Cove Park Capital	Dirt Removal Yard to Menzel Gravel	\$18,075.00
1734	4/17/2019	305 010 594 76 60 00	North Cove Park Capital	Dirt Transport North Cove to Yard	\$1,080.00
1735	4/17/2019	305 010 594 76 60 00	North Cove Park Capital	Dirt Removal Stock Yard Export	\$8,000.00
					\$61,992.50

Vendor: Beazizo

Check Number: 47607

Invoice No	Check Date	Account Number	Account Name	Description	Amount
042919 BEAZIZO	4/17/2019	001 008 521 20 43 00	LE-Travel & Per Diem	PerDiem - Meals Resouce Allocation Bellingham - Beazizo	\$64.00
					\$64.00

Vendor: Bernhard

Check Number: 47608

Invoice No	Check Date	Account Number	Account Name	Description	Amount
051419 BERNHARD	4/17/2019	001 008 521 20 43 00	LE-Travel & Per Diem	PerDiem - Meals WHIA Conf Suquamish - Bernhard	\$190.00
					\$190.00

Vendor: Brazel

Check Number: 47609

Invoice No	Check Date	Account Number	Account Name	Description	Amount
042919 BRAZEL	4/17/2019	001 002 513 11 43 00	AD-Travel & Meetings	PerDiem - Meals WCMA Conf Hood River OR - Brazel	\$247.50
					\$247.50

Vendor: Business Card
Check Number: 47610

Invoice No	Check Date	Account Number	Account Name	Description	Amount
ANDERSON 0419	4/17/2019	001 008 521 20 41 00	LE-Professional Services	Grammarly Annual Subscription	\$139.95
ANDERSON 0419	4/17/2019	001 008 521 20 49 00	LE-Dues & Memberships	WAPRO Membership Renewal - Anderson	\$25.00
ANDERSON 0419	4/17/2019	001 008 521 20 49 00	LE-Dues & Memberships	WAPRO Membership Renewal - Fox	\$25.00
ANDERSON 0419	4/17/2019	001 008 521 20 49 00	LE-Dues & Memberships	WAPRO Membership Renewal - Starkenburg	\$25.00
BARNES 0419	4/17/2019	001 008 521 20 43 00	LE-Travel & Per Diem	Hotel - CIT 40 Training Moses Lake - Adams	\$413.96
BARNES 0419	4/17/2019	001 008 521 20 43 00	LE-Travel & Per Diem	Hotel - Pepperball Training Olympia - Heinemann	\$247.96
BEAZIZO 0419	4/17/2019	001 008 521 20 31 07	LE - Donation Canine Unit	Throw Bags	\$52.57
BEAZIZO 0419	4/17/2019	001 008 521 20 41 01	LE-Professional Serv-Fixed	Thumbnails	\$9.99
BEAZIZO 0419	4/17/2019	001 008 521 21 43 00	LE-Boating-Travel & Per Diem	Ferry Fees - Raiv Collar Pickup	\$15.35
BEAZIZO 0419	4/17/2019	001 008 521 21 43 00	LE-Boating-Travel & Per Diem	Ferry Fees - Raiv Collar Pickup	\$75.75
BEAZIZO 0419	4/17/2019	001 008 521 40 49 01	LE-Registration Fees	Registration WSSO Conference - Carter	\$260.00
BEAZIZO 0419	4/17/2019	520 008 594 21 63 00	Capital Equipment	Licensing New Police Ford Explorer	\$49.75
BEAZIZO 0419	4/17/2019	520 008 594 21 63 00	Capital Equipment	Sirchie Patrol Latent Print Kit	\$117.53
BEAZIZO 0419	4/17/2019	520 008 594 21 63 00	Capital Equipment	Throw Bags	\$157.71
BRAZEL 0419	4/17/2019	001 001 511 60 43 00	Legislative - Travel & Mtgs	5 Uber Rides to NLC Washington DC	\$215.55
BRAZEL 0419	4/17/2019	001 001 511 60 43 00	Legislative - Travel & Mtgs	Hotel - NLC Conf Washington DC - Hilt	\$1,230.58
BRAZEL 0419	4/17/2019	001 001 511 60 43 00	Legislative - Travel & Mtgs	Hotel - NLC Conf Washington DC - Petershagen	\$1,218.48
BRAZEL 0419	4/17/2019	001 001 511 60 43 00	Legislative - Travel & Mtgs	Hotel - NLC Conf Washington DC - Tageant	\$1,218.48
BRAZEL 0419	4/17/2019	001 001 513 10 43 00	Executive - Travel & Mtgs	Hotel - NLC Conf Washington DC - Spencer	\$1,218.48
BRAZEL 0419	4/17/2019	001 002 513 11 43 00	AD-Travel & Meetings	Flight Baggage Fee NLC Washington DC - Brazel	\$30.00
BRAZEL 0419	4/17/2019	001 002 513 11 43 00	AD-Travel & Meetings	Hotel - NLC Conf Washington DC - Brazel	\$913.86
BRAZEL 0419	4/17/2019	001 002 513 11 43 00	AD-Travel & Meetings	Hotel - Wow Conference Ocean Shores - Brazel	\$225.84
BRAZEL 0419	4/17/2019	001 002 513 11 43 00	AD-Travel & Meetings	Parking at SeaTac - NLC Conf Washington DC - Brazel	\$86.54
BRAZEL 0419	4/17/2019	001 002 513 11 43 00	AD-Travel & Meetings	Taxi Service NLC Washington DC - Brazel	\$27.56
BRAZEL 0419	4/17/2019	001 002 513 11 49 00	AD-Staff Development	Registration Northwest Regional Managers Conf - Brazel	\$375.00
BRAZEL 0419	4/17/2019	001 013 518 20 32 00	GG-Fuel	Fuel PW41	\$42.72
BRAZEL 0419	4/17/2019	101 016 543 30 43 00	ST-Travel & Meetings	Hotel - Wow Conference Ocean Shores - Durpos	\$112.92
BRAZEL 0419	4/17/2019	410 016 531 10 43 00	SW-Travel & Meetings	Hotel - Wow Conference Ocean Shores - Durpos	\$112.92
BROOKS 0419	4/17/2019	001 008 521 20 31 02	LE-Minor Equipment	Search & Seizure Survival Guide	\$21.99
BROOKS 0419	4/17/2019	001 008 521 20 31 07	LE - Donation Canine Unit	Fuel K9 Training	\$11.27
BROOKS 0419	4/17/2019	001 008 521 20 31 07	LE - Donation Canine Unit	Fuel K9 Training	\$20.03
BROOKS 0419	4/17/2019	001 008 521 20 31 07	LE - Donation Canine Unit	Fuel K9 Training	\$21.26
BROOKS 0419	4/17/2019	001 008 521 20 31 07	LE - Donation Canine Unit	Fuel K9 Training	\$23.67
BROOKS 0419	4/17/2019	001 008 521 20 31 07	LE - Donation Canine Unit	Fuel K9 Training	\$29.25
BROOKS 0419	4/17/2019	001 008 521 20 31 07	LE - Donation Canine Unit	K9 Exam/Health Certificate	\$89.00
DURPOS 0419	4/17/2019	410 016 531 10 43 00	SW-Travel & Meetings	Fuel - WOW Training Ocean Shores - Durpos	\$52.52
DURPOS 0419	4/17/2019	410 016 531 10 43 00	SW-Travel & Meetings	Meals - WOW Training Ocean Shores - Durpos	\$12.89
DURPOS 0419	4/17/2019	410 016 531 10 43 00	SW-Travel & Meetings	Meals - WOW Training Ocean Shores - Durpos	\$37.64
DURPOS 0419	4/17/2019	410 016 531 10 49 00	SW-Miscellaneous	Finance Fees - Durpos CC	\$1.00
DURPOS 0419	4/17/2019	410 016 531 10 49 01	SW-Staff Development	Credit CAEC Class Registration - Kane	(\$20.00)
DURPOS 0419	4/17/2019	410 016 531 50 31 16	DOE - Capacity Exp 17-19	Storm Water C/B Buttons	\$477.65
DYER 0419	4/17/2019	001 008 521 20 43 00	LE-Travel & Per Diem	Hotel - Crisis Hostage Negotiation - A Anderson	\$666.90
ESHLEMAN 0419	4/17/2019	410 016 531 10 31 02	SW-Operating Costs	Hog Ring/Blair Shoat Rings/Hog Ring Pliers	\$46.88
ESHLEMAN 0419	4/17/2019	410 016 531 10 31 02	SW-Operating Costs	Keys	\$24.94

ESHLEMAN 0419	4/17/2019	410 016 531 10 32 00	SW-Fuel	Ethanol Fuel	\$18.05
ESHLEMAN 0419	4/17/2019	410 016 531 10 32 00	SW-Fuel	Ethanol Fuel	\$73.76
ESHLEMAN 0419	4/17/2019	410 016 594 31 60 01	SW - Capital Expenditure	Clear Poly Sheeting	\$1,544.40
GOOD 0419	4/17/2019	001 001 513 10 49 01	Executive - Prof. Development	Registration SnoCo Cities Meeting - Spencer	\$15.00
GOOD 0419	4/17/2019	001 012 575 30 31 00	CS-Historical-Operating	Building Museums Handbook - Historical Society	\$28.13
GOOD 0419	4/17/2019	001 013 518 20 31 00	GG-Operating Costs	Flag/Pole/Stand for Conference Room	\$161.04
GOOD 0419	4/17/2019	001 013 518 20 41 00	GG-Professional Service	LS Apparel StoreFront Set Up	\$150.00
MINER 0419	4/17/2019	001 008 521 20 31 01	LE-Fixed Minor Equipment	Protractor with Laser Mount	\$118.92
MINER 0419	4/17/2019	001 008 521 20 31 01	LE-Fixed Minor Equipment	Search Rod/Reversible Scales	\$184.10
MINER 0419	4/17/2019	001 008 521 20 31 07	LE - Donation Canine Unit	Nationwide Pet Insurance - Haro	\$158.34
MINER 0419	4/17/2019	001 008 521 20 31 07	LE - Donation Canine Unit	SeaTac Cart Rental - Pick Up Haro/K9 Officer	\$5.00
MINER 0419	4/17/2019	001 008 521 20 31 07	LE - Donation Canine Unit	SeaTac Parking - Drop Off K9 Officer	\$4.00
MINER 0419	4/17/2019	001 008 521 20 43 00	LE-Travel & Per Diem	Ferry Fees - Parnell	\$61.40
PUGH 0319	4/17/2019	001 001 511 60 31 00	Legislative - Operating Costs	Water for Council Meetings	\$5.43
PUGH 0319	4/17/2019	001 001 511 60 43 00	Legislative - Travel & Mtgs	Hotel Cancellation Fee - AWC City Action Days	\$142.85
PUGH 0319	4/17/2019	001 001 511 60 49 01	Legislative - Prof. Developmen	Credit City Action Days - Daughtry	(\$200.00)
PUGH 0319	4/17/2019	001 001 511 60 49 01	Legislative - Prof. Developmen	Credit City Action Days-Petershagen/Hilt/Welch/Tageant	(\$800.00)
PUGH 0319	4/17/2019	001 001 513 10 49 01	Executive - Prof. Development	Credit City Action Days - Spencer	(\$200.00)
PUGH 0319	4/17/2019	001 002 513 11 49 00	AD-Staff Development	Credit City Action Days - Brazel	(\$200.00)
PUGH 0319	4/17/2019	001 003 514 20 49 02	CC-Staff Development	WAPRO Spring Training Registration - Pugh	\$175.00
PUGH 0319	4/17/2019	001 003 514 20 49 02	CC-Staff Development	WMCA Conference Registration - Crim	\$525.00
PUGH 0419	4/17/2019	001 001 511 60 31 00	Legislative - Operating Costs	Water for Council Meetings	\$5.43
PUGH 0419	4/17/2019	001 003 514 20 43 00	CC-Travel & Meetings	Hotel - WMCA Conference - Crim	\$459.72
PUGH 0419	4/17/2019	001 003 514 20 43 00	CC-Travel & Meetings	Hotel - WMCA Conference - Pugh	\$459.72
PUGH 0419	4/17/2019	001 003 514 20 49 00	CC-Miscellaneous	WMCA Membership Renewal - Crim	\$75.00
PUGH 0419	4/17/2019	001 003 514 20 49 00	CC-Miscellaneous	WMCA Membership Renewal - Pugh	\$75.00
SMITH 0419	4/17/2019	001 005 518 10 49 01	HR-Staff Development	Registration Best Practices in Crisis Comm - Smith	\$35.00
SMITH 0419	4/17/2019	001 005 518 10 49 01	HR-Staff Development	Registration Labor Relations Institute - Smith	\$320.00
STEVENS B 0319	4/17/2019	001 000 389 90 00 00	Refunds or Overpayments	Refund Damage Deposit VRBO Laserfiche Conf	(\$400.00)
STEVENS B 0419	4/17/2019	001 008 521 20 31 07	LE - Donation Canine Unit	Nationwide Pet Insurance - Haro	\$792.10
STEVENS B 0419	4/17/2019	001 013 518 20 48 00	GG-Repair & Maintenance	Repair City Hall Ice Machine	\$89.95
STEVENS T 0419	4/17/2019	001 008 521 20 42 00	LE-Communication	Internet Services - Market Place	\$8.50
STEVENS T 0419	4/17/2019	001 008 521 20 42 00	LE-Communication	Internet Services - N Lakeshore Dr	\$8.50
STEVENS T 0419	4/17/2019	001 012 557 30 40 01	CS - VIC Utilities	Internet Services - Parks/Rec Office	\$63.12
STEVENS T 0419	4/17/2019	101 016 542 64 47 00	ST-Traffic Control -Utility	Traffic Signal Control	\$8.50
STEVENS T 0419	4/17/2019	510 006 518 80 49 16	LR - GoDaddy SSL - 3 yr	GoDaddy Domain Renewal	\$23.05
THOMAS 0419	4/17/2019	001 008 521 20 43 01	LE-Business Meetings	Lunch after Breach Training to Debrief	\$72.76
UBERT 0419	4/17/2019	001 008 521 20 31 00	LE-Office Supplies	Credit Tablecloths	(\$18.72)
UBERT 0419	4/17/2019	001 008 521 20 31 07	LE - Donation Canine Unit	Car Rental K9 Training - Michael	\$933.06
UBERT 0419	4/17/2019	001 008 521 20 41 01	LE-Professional Serv-Fixed	LexisNexis	\$54.45
UBERT 0419	4/17/2019	001 008 521 20 41 01	LE-Professional Serv-Fixed	Transcription Services	\$150.75
UBERT 0419	4/17/2019	001 008 521 20 43 00	LE-Travel & Per Diem	Hotel - Pepperball Olympia - Hingtgen	\$247.96
UBERT 0419	4/17/2019	001 008 521 20 43 01	LE-Business Meetings	Meal - I1639 Meeting - Ubert	\$16.73
UBERT 0419	4/17/2019	001 008 521 20 49 00	LE-Dues & Memberships	WAPRO Application Fee CPRO Certification LeBlanc	\$100.00
UBERT 0419	4/17/2019	001 008 521 20 49 00	LE-Dues & Memberships	WAPRO Application Fee CPRO Certification -Starkenbourg	\$100.00
WRIGHT 0419	4/17/2019	001 007 558 50 41 04	Permit Related Professional Sr	Postage Mail Hearing Examiner Packet	\$7.35
WRIGHT 0419	4/17/2019	001 007 558 50 41 04	Permit Related Professional Sr	Postcard Mailers - LUA2019-0038 NOA/Mountain View	\$45.87

WRIGHT 0419	4/17/2019	001 007 558 50 41 04	Permit Related Professional Sr	Postcard Mailers - LUA2019-0056/The Grove Final NOA	\$113.87
WRIGHT 0419	4/17/2019	001 007 558 50 41 04	Permit Related Professional Sr	Postcard Mailers CC Notice PH	\$14.89
WRIGHT 0419	4/17/2019	001 007 558 50 41 04	Permit Related Professional Sr	Postcard Mailers Larkspur Final PLAT	\$49.02
WRIGHT 0419	4/17/2019	001 007 558 50 41 04	Permit Related Professional Sr	Postcard Mailers LUA2019-0030 NOA	\$14.81
WRIGHT 0419	4/17/2019	001 007 558 50 41 04	Permit Related Professional Sr	Postcard Mailers NPH /Ulti DR Meeting	\$55.54
WRIGHT 0419	4/17/2019	001 007 558 50 43 00	PL-Travel & Mtgs	Meal - SnoCo Tourism Alliance Conference - Wright	\$20.00
WRIGHT 0419	4/17/2019	001 007 558 50 43 00	PL-Travel & Mtgs	Parking SCT Meeting SnoCo	\$6.00
WRIGHT 0419	4/17/2019	001 007 558 50 49 01	PL-Staff Development	Registration 2019 PAW Conference - Gassaway	\$450.00
WRIGHT 0419	4/17/2019	001 007 558 50 49 01	PL-Staff Development	Registration 2019 WABO Institute - Gassaway	\$150.00
WRIGHT 0419	4/17/2019	001 007 558 60 41 00	PL-UGA-RUTA-Annexation	SnoCo Recording RUTA/UGA	\$106.00
WRIGHT 0419	4/17/2019	001 007 559 30 43 00	PB-Travel & Mtgs	Parking UWMC - Consult with Inspector	\$3.00
WRIGHT 0419	4/17/2019	001 007 559 30 49 01	PB-Staff Development	Credit Building Official Conference - Williamson	(\$355.00)
WRIGHT 0419	4/17/2019	001 007 559 30 49 01	PB-Staff Development	Registration 2019 WABO Institute - Farmer	\$150.00
					\$16,643.69

Vendor: Cadman Inc
Check Number: 47611

Invoice No	Check Date	Account Number	Account Name	Description	Amount
1665254	4/17/2019	410 016 531 10 31 02	SW-Operating Costs	Full Size Bin Blocks	\$655.80
1665464	4/17/2019	410 016 531 10 31 02	SW-Operating Costs	Full Size Bin Blocks	\$491.85
1665820	4/17/2019	410 016 531 10 31 02	SW-Operating Costs	Full Size Bin Blocks	\$491.85
1666129	4/17/2019	101 016 544 90 31 02	ST-Operating Cost	Full Size Bin Blocks	\$163.95
1666129	4/17/2019	410 016 531 10 31 02	SW-Operating Costs	Full Size Bin Blocks	\$163.95
1666292	4/17/2019	101 016 544 90 31 02	ST-Operating Cost	Full Size Bin Blocks	\$327.90
1666292	4/17/2019	410 016 531 10 31 02	SW-Operating Costs	Full Size Bin Blocks	\$327.90
1666485	4/17/2019	101 016 544 90 31 02	ST-Operating Cost	Full Size Bin Blocks	\$327.90
1666485	4/17/2019	410 016 531 10 31 02	SW-Operating Costs	Full Size Bin Blocks	\$327.90
					\$3,279.00

Vendor: CDW Government Inc
Check Number: 47612

Invoice No	Check Date	Account Number	Account Name	Description	Amount
RKV8532	4/17/2019	520 008 594 21 63 00	Capital Equipment	Brother Car Adapter Hard Wired	\$144.46
RMS4458	4/17/2019	520 008 594 21 63 00	Capital Equipment	Havis Support Docking Station Screen	\$60.80
RQP8150	4/17/2019	001 008 521 20 31 07	LE - Donation Canine Unit	2 Brother Printers	\$696.85
RSP7119	4/17/2019	510 006 518 80 49 13	LR - Firewall Security Subscri	WTG Bulk Crt	\$3,251.09
					\$4,153.20

Vendor: Central Welding Supply
Check Number: 47613

Invoice No	Check Date	Account Number	Account Name	Description	Amount
RN03191030	4/17/2019	410 016 531 10 31 02	SW-Operating Costs	Argon Gas	\$18.05
					\$18.05

Vendor: CHS Engineers LLC
Check Number: 47614

Invoice No	Check Date	Account Number	Account Name	Description	Amount
371826-1903	4/17/2019	001 007 558 60 41 00	PL-UGA-RUTA-Annexation	Adrian Annexation Legal	\$1,259.26
371901-1903	4/17/2019	001 007 558 50 41 04	Permit Related Professional Sr	LUA2018-0211 Mountain View	\$1,590.64

371902-1903	4/17/2019	001 007 558 50 41 04	Permit Related Professional Sr	LUA2019-0025 Storquest	\$896.63
371904-1903	4/17/2019	001 007 558 50 41 04	Permit Related Professional Sr	LUA2019-0031 Woodlands Crossing	\$1,027.36
371905-1903	4/17/2019	001 007 558 50 41 04	Permit Related Professional Sr	LUA2019-0045 Hewitt Ave	\$1,814.60
					\$6,588.49

Vendor: City of Arlington

Check Number: 47615

Invoice No	Check Date	Account Number	Account Name	Description	Amount
0419 ARLINGTON	4/17/2019	001 008 521 40 49 01	LE-Registration Fees	Emergency Vehicle Operation Course Registration	\$289.20
					\$289.20

Vendor: City of Marysville

Check Number: 47616

Invoice No	Check Date	Account Number	Account Name	Description	Amount
19-005	4/17/2019	001 013 512 50 41 00	GG-Municipal Court Fees	Marysville Court Citations March 2019	\$13,428.33
POLIN 19-0018	4/17/2019	001 008 523 60 51 00	LE-Jail	Prisoner Medical SCORE Feb 2019	\$57.91
POLIN 19-0024	4/17/2019	001 008 523 60 51 00	LE-Jail	Prisoner Housing Marysville Feb 2019	\$4,994.39
					\$18,480.63

Vendor: Code Publishing Co Inc

Check Number: 47617

Invoice No	Check Date	Account Number	Account Name	Description	Amount
63085	4/17/2019	001 003 514 20 41 00	CC-Professional Services	Muni Code Update Print Supplement	\$784.08
					\$784.08

Vendor: Columbia Ford Inc

Check Number: 47618

Invoice No	Check Date	Account Number	Account Name	Description	Amount
3-K372 E102	4/17/2019	520 008 594 21 63 00	Capital Equipment	2019 Ford Interceptor PO 0000001719	\$40,890.65
					\$40,890.65

Vendor: Comcast

Check Number: 47619

Invoice No	Check Date	Account Number	Account Name	Description	Amount
0319 COMCAST	4/17/2019	001 008 521 20 42 00	LE-Communication	Internet Services - Market Place	\$106.18
0319 COMCAST	4/17/2019	001 008 521 20 42 00	LE-Communication	Internet Services - N Lakeshore Dr	\$86.18
0319 COMCAST	4/17/2019	001 010 576 80 42 00	PK-Communication	Internet Services - Parks/Rec Office	\$136.18
0319 COMCAST	4/17/2019	101 016 542 64 47 00	ST-Traffic Control -Utility	Traffic Signal Control	\$153.36
					\$481.90

Vendor: Comdata Inc

Check Number: 47620

Invoice No	Check Date	Account Number	Account Name	Description	Amount
20312909	4/17/2019	001 008 521 20 32 00	LE-Fuel	PD Fuel March 2019	\$516.71
20312909	4/17/2019	001 008 521 50 30 02	LE-Fleet Minor Equipment	Vehicle Check Coolant - 2013 Chevrolet Caprice	\$111.34
					\$628.05

Vendor: Crystal Springs

Check Number: 47621

Invoice No	Check Date	Account Number	Account Name	Description	Amount
16015194 033019	4/17/2019	001 008 521 50 30 00	LE-Facilities Supplies	Bottled Water - Police Department	\$190.76
5249844 040119	4/17/2019	001 007 558 50 31 01	PL-Operating Costs	Bottled Water - City Hall/City Shop	\$76.39
5249844 040119	4/17/2019	001 007 559 30 31 01	PB-Operating Cost	Bottled Water - City Hall/City Shop	\$48.62

5249844 040119	4/17/2019	001 013 518 20 31 00	GG-Operating Costs	Bottled Water - City Hall/City Shop	\$48.62
5249844 040119	4/17/2019	101 016 544 90 31 02	ST-Operating Cost	Bottled Water - City Hall/City Shop	\$127.23
5249844 040119	4/17/2019	410 016 531 10 31 02	SW-Operating Costs	Bottled Water - City Hall/City Shop	\$127.23
					\$618.85

Vendor: Dataquest LLC

Check Number: 47622

Invoice No	Check Date	Account Number	Account Name	Description	Amount
8399	4/17/2019	001 006 518 80 41 00	IT-Professional Services	Background Checks - New Employee Boze	\$54.00
8399	4/17/2019	101 016 542 30 41 02	ST-Professional Service	Background Checks - New PW Employees	\$146.00
8399	4/17/2019	410 016 531 10 41 01	SW-Professional Services	Background Checks - New PW Employees	\$146.00
					\$346.00

Vendor: Day Wireless Systems

Check Number: 47623

Invoice No	Check Date	Account Number	Account Name	Description	Amount
484755	4/17/2019	001 008 521 20 41 01	LE-Professional Serv-Fixed	Calibrate 4 SMD Units	\$316.10
					\$316.10

Vendor: Dept of Licensing

Check Number: 0

Invoice No	Check Date	Account Number	Account Name	Description	Amount
3410-6708	4/17/2019	633 000 589 30 00 05	Gun Permit - State Remittance	Gun Permit - State Remittance	\$3,515.00
					\$3,515.00

Vendor: Dept of Retirement

Check Number: 47624

Invoice No	Check Date	Account Number	Account Name	Description	Amount
1333989	4/17/2019	001 004 514 23 49 00	FI-Miscellaneous	OASI 2018 Tax Year	\$25.55
					\$25.55

Vendor: Dept of Retirement (Deferred Comp)

Check Number: 0

Invoice No	Check Date	Account Number	Account Name	Description	Amount
041019	4/15/2019	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
041019	4/15/2019	001 000 282 00 00 00	Payroll Liability Retirement	PERS LEOFF Contributions	\$54,374.85
					\$54,374.85

Vendor: Dept of Revenue EFT

Check Number: 0

Invoice No	Check Date	Account Number	Account Name	Description	Amount
APR2019	4/17/2019	001 013 518 90 49 06	GG-Excise Tax	Excise Tax April 2019	\$33.34
					\$33.34

Vendor: Dept of Revenue Leasehold EFT

Check Number: 0

Invoice No	Check Date	Account Number	Account Name	Description	Amount
Q1 2019	4/17/2019	001 013 518 90 49 06	GG-Excise Tax	Q1 2019 Leasehold Excise Tax	\$19.20
Q1 2019	4/17/2019	633 000 589 30 00 01	Leasehold Excise Tax Remit	Q1 2019 Leasehold Excise Tax	\$53.93
					\$73.13

Vendor: Diamante Cleaning Experts LLC
Check Number: 47625

Invoice No	Check Date	Account Number	Account Name	Description	Amount
9	4/17/2019	001 007 558 50 41 00	PL-Professional Serv	Janitorial Services - City Hall	\$65.00
9	4/17/2019	001 007 559 30 41 00	PB-Professional Srv	Janitorial Services - City Hall	\$65.00
9	4/17/2019	001 008 521 20 41 00	LE-Professional Services	Janitorial Services - Police Department	\$390.00
9	4/17/2019	001 010 576 80 41 00	PK-Professional Services	Janitorial Services - City Hall	\$65.00
9	4/17/2019	001 013 518 20 41 00	GG-Professional Service	Janitorial Services - City Hall	\$65.00
9	4/17/2019	001 013 518 20 41 00	GG-Professional Service	Janitorial Services - VIC	\$98.00
9	4/17/2019	101 016 542 30 41 02	ST-Professional Service	Janitorial Services - City Hall	\$65.00
9	4/17/2019	410 016 531 10 41 01	SW-Professional Services	Janitorial Services - City Hall	\$65.00
					\$878.00

Vendor: Dicks Towing Inc
Check Number: 47626

Invoice No	Check Date	Account Number	Account Name	Description	Amount
184054	4/17/2019	001 008 521 20 41 00	LE-Professional Services	Evidence Towing 2019-06241	\$126.27
69822	4/17/2019	001 008 521 20 41 00	LE-Professional Services	Towing Dodge Charger	\$115.19
					\$241.46

Vendor: EFTPS
Check Number: 0

Invoice No	Check Date	Account Number	Account Name	Description	Amount
041019	4/15/2019	001 000 281 00 00 00	Payroll Liability Taxes	Federal Payroll Taxes	\$81,112.05
					\$81,112.05

Vendor: Electronic Business Machines
Check Number: 47627

Invoice No	Check Date	Account Number	Account Name	Description	Amount
AR130523	4/17/2019	101 016 542 30 48 00	ST-Repair & Maintenance	Copier Repair & Maintenance PW	\$17.65
AR130523	4/17/2019	410 016 531 10 48 00	SW-Repairs & Maintenance	Copier Repair & Maintenance PW	\$17.66
					\$35.31

Vendor: Fastenal Company
Check Number: 47628

Invoice No	Check Date	Account Number	Account Name	Description	Amount
WAARN128549	4/17/2019	410 016 531 10 31 02	SW-Operating Costs	Weanas Aluminum Rod	\$225.64
					\$225.64

Vendor: Feldman and Lee
Check Number: 47629

Invoice No	Check Date	Account Number	Account Name	Description	Amount
030119 FELDMAN	4/17/2019	001 011 515 91 41 00	LG-General Indigent Defense	Public Defender Services	\$10,000.00
					\$10,000.00

Vendor: Frix
Check Number: 47630

Invoice No	Check Date	Account Number	Account Name	Description	Amount
19041001	4/17/2019	001 003 514 20 41 00	CC-Professional Services	Reorganization of File Rooms	\$10,725.60
					\$10,725.60

Vendor: Frontier
Check Number: 47631

Invoice No	Check Date	Account Number	Account Name	Description	Amount
0419 FRONTIER	4/17/2019	001 012 575 30 42 00	CS-Historical-Communications	Telephone Services Museum	\$212.94
0419 FRONTIER	4/17/2019	001 013 518 20 42 00	GG-Communication	Fax Services City Hall	\$30.23
0419 FRONTIER	4/17/2019	101 016 542 64 47 00	ST-Traffic Control -Utility	Traffic Control Modem	\$63.61
0419 FRONTIER	4/17/2019	101 016 543 30 42 00	ST-Communications	Fax Services City Hall	\$30.23
0419 FRONTIER	4/17/2019	410 016 531 10 42 00	SW-Communications	Fax Services City Hall	\$30.23
					\$367.24

Vendor: Gardner
Check Number: 47632

Invoice No	Check Date	Account Number	Account Name	Description	Amount
715	4/17/2019	520 008 594 21 63 00	Capital Equipment	Install Police Equip in SUV/Lightbar Install	\$2,148.29
716	4/17/2019	520 008 594 21 63 00	Capital Equipment	Install Police Equip in SUV	\$1,985.54
717	4/17/2019	001 008 521 20 48 00	LE-Repair & Maintenance Equip	Install Whelen Tracer LED's Charger T-72	\$217.00
719	4/17/2019	520 008 594 21 63 00	Capital Equipment	Install Police Equip in SUV/Lightbar PT-19-83	\$2,148.29
					\$6,499.12

Vendor: Glens Welding and Machine Inc
Check Number: 47633

Invoice No	Check Date	Account Number	Account Name	Description	Amount
S12201	4/17/2019	410 016 531 10 31 02	SW-Operating Costs	Sharpens Retention Pond	\$10.89
					\$10.89

Vendor: Grainger
Check Number: 47634

Invoice No	Check Date	Account Number	Account Name	Description	Amount
9134063560	4/17/2019	001 010 576 80 31 00	PK-Operating Costs	Trash Grabber/Safety Cans	\$591.15
9134449025	4/17/2019	001 010 576 80 31 00	PK-Operating Costs	Potato Fork/Clipboard	\$233.40
9135097666	4/17/2019	410 016 531 10 35 00	SW-Small Tools	Wet/Dry Vacuum	\$229.47
9136243368	4/17/2019	410 016 517 60 31 00	SW-Safety Program	Liquid Bandages	\$17.28
					\$1,071.30

Vendor: Grayum
Check Number: 47635

Invoice No	Check Date	Account Number	Account Name	Description	Amount
0419 GRAYUM	4/17/2019	001 000 341 99 00 00	Passports	Passport Refund	\$35.00
					\$35.00

Vendor: HB Jaeger Co LLC
Check Number: 47636

Invoice No	Check Date	Account Number	Account Name	Description	Amount
212497/1	4/17/2019	410 016 531 10 31 02	SW-Operating Costs	PVC Conduit/Cap Slip	\$73.60
					\$73.60

Vendor: HERC Rentals Inc
Check Number: 47637

Invoice No	Check Date	Account Number	Account Name	Description	Amount
30614363-001	4/17/2019	410 016 531 10 45 01	SW-Rentals-Leases	Scissor Lift Rental	\$402.93
9999999012	4/17/2019	410 016 531 10 45 01	SW-Rentals-Leases	Scissor Lift Rental Late Fee	\$4.29
					\$407.22

Vendor: Hough Beck & Baird Inc
Check Number: 47638

Invoice No	Check Date	Account Number	Account Name	Description	Amount
12565	4/17/2019	302 010 594 76 61 00	PM - Frontier Heights Capital	Frontier Heights Park Design March 2019	\$9,557.48
					\$9,557.48

Vendor: HRA VEBA Trust YA20192
Check Number: 47593

Invoice No	Check Date	Account Number	Account Name	Description	Amount
041019	4/15/2019	001 000 283 00 00 00	Payroll Liability Medical	Employee VEBA Contributions	\$743.24
					\$743.24

Vendor: HSA Bank
Check Number: 47594

Invoice No	Check Date	Account Number	Account Name	Description	Amount
041019	4/15/2019	001 000 284 00 00 00	Payroll Liability Other	Health Savings Account Employee Contributions	\$660.99
					\$660.99

Vendor: Hunter
Check Number: 47639

Invoice No	Check Date	Account Number	Account Name	Description	Amount
2235	4/17/2019	001 007 558 60 41 02	PL-Prof Serv-Hearing E	Hearing Examiner Services LUA2018-0137	\$2,000.00
					\$2,000.00

Vendor: Iron Mountain Quarry LLC
Check Number: 47640

Invoice No	Check Date	Account Number	Account Name	Description	Amount
0287538	4/17/2019	101 016 544 90 31 02	ST-Operating Cost	Rock - PW Stock	\$65.35
0287538	4/17/2019	410 016 531 10 31 02	SW-Operating Costs	Rock - PW Stock	\$65.35
0287570	4/17/2019	101 016 544 90 31 02	ST-Operating Cost	Rock - PW Stock	\$179.06
0287570	4/17/2019	410 016 531 10 31 02	SW-Operating Costs	Rock - PW Stock	\$179.06
					\$488.82

Vendor: Irwin
Check Number: 47641

Invoice No	Check Date	Account Number	Account Name	Description	Amount
050119 IRWIN	4/17/2019	001 008 521 20 43 00	LE-Travel & Per Diem	PerDiem - Meals Rifle Instructor Recent Wenatchee - Irwin	\$80.00
					\$80.00

Vendor: J Thayer Company Inc
Check Number: 47642

Invoice No	Check Date	Account Number	Account Name	Description	Amount
1345680-0	4/17/2019	001 008 521 20 31 00	LE-Office Supplies	Tape	\$49.66
1346077-0	4/17/2019	001 004 514 23 31 00	FI-Office Supplies	Paper	\$17.74
1346077-0	4/17/2019	001 007 558 50 31 00	PL-Office Supplies	Folders/Labels	\$108.91
1346405-0	4/17/2019	001 008 521 20 31 00	LE-Office Supplies	Paper/Cups/Envelopes/Notes/Staples/Toner/Misc	\$888.96
1347375-0	4/17/2019	410 016 531 10 31 01	SW-Office Supplies	Expo Markers/Bookends/Board/Hanger	\$133.53
1347375-1	4/17/2019	410 016 531 10 31 01	SW-Office Supplies	Bookends	\$8.48
C1341474-0	4/17/2019	001 004 514 23 31 00	FI-Office Supplies	Credit Bond Paper	(\$11.44)
					\$1,195.84

Vendor: Kaiser Permanente
Check Number: 47643

Invoice No	Check Date	Account Number	Account Name	Description	Amount
68026534	4/17/2019	001 010 576 80 41 00	PK-Professional Services	Commercial Drivers Med Exam	\$41.67
68026534	4/17/2019	101 016 542 30 41 02	ST-Professional Service	Commercial Drivers Med Exam	\$41.67
68026534	4/17/2019	410 016 531 10 41 01	SW-Professional Services	Commercial Drivers Med Exam	\$41.66
					\$125.00

Vendor: Keller Supply Company
Check Number: 47644

Invoice No	Check Date	Account Number	Account Name	Description	Amount
S012866819.001	4/17/2019	001 010 576 80 31 00	PK-Operating Costs	Sloan Repair Kit	\$29.46
					\$29.46

Vendor: Lake Industries LLC
Check Number: 47645

Invoice No	Check Date	Account Number	Account Name	Description	Amount
279300	4/17/2019	305 010 594 76 60 00	North Cove Park Capital	Washed Screened Sand - North Cove	\$177.39
279386	4/17/2019	305 010 594 76 60 00	North Cove Park Capital	Rock Screened Pit Run - North Cove	\$624.97
279400	4/17/2019	305 010 594 76 60 00	North Cove Park Capital	Rock Screened Pit Run - North Cove	\$319.60
36772	4/17/2019	305 010 594 76 60 00	North Cove Park Capital	Fill Hauled In - North Cove	\$1,260.00
36778	4/17/2019	305 010 594 76 60 00	North Cove Park Capital	Fill Hauled In - North Cove	\$1,710.00
36797	4/17/2019	305 010 594 76 60 00	North Cove Park Capital	Fill Hauled In - North Cove	\$240.00
36799	4/17/2019	305 010 594 76 60 00	North Cove Park Capital	Washed Screened Sand - North Cove	\$3,190.00
36802	4/17/2019	305 010 594 76 60 00	North Cove Park Capital	Fill Hauled In - North Cove	\$3,310.00
36808	4/17/2019	305 010 594 76 60 00	North Cove Park Capital	Fill Hauled In - North Cove	\$3,540.00
36812	4/17/2019	305 010 594 76 60 00	North Cove Park Capital	Fill Hauled In - North Cove	\$1,610.00
					\$15,981.96

Vendor: Lake Stevens Chamber of Commerce
Check Number: 47646

Invoice No	Check Date	Account Number	Account Name	Description	Amount
02524	4/17/2019	001 013 518 20 49 00	GG-Miscellaneous	Chamber of Commerce 2019 Membership Renewal	\$145.00
					\$145.00

Vendor: Lake Stevens Fire
Check Number: 47647

Invoice No	Check Date	Account Number	Account Name	Description	Amount
Q1 2019	4/17/2019	633 000 589 30 00 02	Fire District Fee Remit	Q1 2019 Fire Fees	\$2,045.00
Q4 2018	4/17/2019	633 000 589 30 00 02	Fire District Fee Remit	Q4 2018 Fire Fees	\$4,425.00
					\$6,470.00

Vendor: Lake Stevens Police Guild
Check Number: 47595

Invoice No	Check Date	Account Number	Account Name	Description	Amount
041019	4/15/2019	001 000 284 00 00 00	Payroll Liability Other	Employee Paid Union Dues	\$1,155.00
					\$1,155.00

Vendor: Lake Stevens School District
Check Number: 47648

Invoice No	Check Date	Account Number	Account Name	Description	Amount
0018190092	4/17/2019	001 007 558 50 32 00	PL-Fuel	Fuel	\$2.00
0018190092	4/17/2019	001 007 559 30 32 00	PB-Fuel	Fuel	\$78.37

0018190092	4/17/2019	001 008 521 20 32 00	LE-Fuel	Fuel	\$4,209.49
0018190092	4/17/2019	001 013 518 20 32 00	GG-Fuel	Fuel	\$2.00
0018190092	4/17/2019	101 016 542 30 32 00	ST-Fuel	Fuel	\$3,381.83
0018190092	4/17/2019	410 016 531 10 32 00	SW-Fuel	Fuel	\$3,098.32
					\$10,772.01

Vendor: Lake Stevens Sewer District

Check Number: 47649

Invoice No	Check Date	Account Number	Account Name	Description	Amount
040119 LSSD	4/17/2019	001 008 521 50 47 00	LE-Facility Utilities	Sewer - N Lakeshore Dr	\$86.00
040119 LSSD	4/17/2019	001 008 521 50 47 00	LE-Facility Utilities	Sewer - Police Station	\$86.00
040119 LSSD	4/17/2019	001 010 576 80 47 00	PK-Utilities	Sewer - Boat Launch Restrooms	\$87.00
040119 LSSD	4/17/2019	001 010 576 80 47 00	PK-Utilities	Sewer - Lundeen Park	\$172.00
040119 LSSD	4/17/2019	001 012 572 20 47 00	CS-Library-Utilities	Sewer - Library	\$86.00
040119 LSSD	4/17/2019	001 013 518 20 47 00	GG-Utilities	Sewer - City Hall	\$172.00
040119 LSSD	4/17/2019	001 013 518 20 47 00	GG-Utilities	Sewer - Family Center	\$86.00
040119 LSSD	4/17/2019	001 013 518 20 47 00	GG-Utilities	Sewer - Permit Center	\$86.00
040119 LSSD	4/17/2019	001 013 518 20 47 00	GG-Utilities	Sewer - Vacant Houses 20th St SE	\$86.00
040119 LSSD	4/17/2019	001 013 518 20 47 02	GG - Utilities for Rentals	Sewer - 12202 Vernon Rd	\$860.00
040119 LSSD	4/17/2019	001 013 518 20 47 02	GG - Utilities for Rentals	Sewer - 12207 North Lane NE	\$86.00
040119 LSSD	4/17/2019	101 016 543 50 47 00	ST-Utilities	Sewer - 99th Ave SE Property	\$86.00
					\$1,979.00

Vendor: LEIRA attn Julie Ubert

Check Number: 47650

Invoice No	Check Date	Account Number	Account Name	Description	Amount
1377	4/17/2019	001 008 521 40 49 01	LE-Registration Fees	Registration LEIRA Fall Conference - D Smith	\$275.00
					\$275.00

Vendor: Lemay Mobile Shredding

Check Number: 47651

Invoice No	Check Date	Account Number	Account Name	Description	Amount
4607181	4/17/2019	001 008 521 20 41 01	LE-Professional Serv-Fixed	Shredding Services PD March 2019	\$4.93
4607182	4/17/2019	001 013 518 20 41 00	GG-Professional Service	Shredding Services CH March 2019	\$83.47
					\$88.40

Vendor: Lemay Mobile Shredding

Check Number: 47652

Invoice No	Check Date	Account Number	Account Name	Description	Amount
041219 LEMAY	4/17/2019	001 003 514 20 41 00	CC-Professional Services	Shredding File Rooms Reorganization/Destruction	\$1,114.03
					\$1,114.03

Vendor: LN Curtis & Sons

Check Number: 47653

Invoice No	Check Date	Account Number	Account Name	Description	Amount
INV268250	4/17/2019	001 008 521 20 31 05	LE-Equipment - New Officers	Name Pin	\$23.85
INV270243	4/17/2019	001 008 521 20 31 02	LE-Minor Equipment	Cardigans	\$115.24
					\$139.09

Vendor: Meis
Check Number: 47654

Invoice No	Check Date	Account Number	Account Name	Description	Amount
032019 MEIS	4/17/2019	001 007 558 50 43 00	PL-Travel & Mtgs	PerDiem - Mileage Healthy Worksite Summit Lynnwood - Meis	\$24.36
					\$24.36

Vendor: Miner
Check Number: 47655

Invoice No	Check Date	Account Number	Account Name	Description	Amount
041019 MINER	4/17/2019	001 008 521 20 31 07	LE - Donation Canine Unit	Reimbursement for Jars for K9 Training Aid Storage	\$30.48
					\$30.48

Vendor: MRSC Rosters
Check Number: 47656

Invoice No	Check Date	Account Number	Account Name	Description	Amount
47741	4/17/2019	001 013 518 20 49 00	GG-Miscellaneous	MRSC Rosters	\$275.00
					\$275.00

Vendor: Nationwide Retirement Solution
Check Number: 0

Invoice No	Check Date	Account Number	Account Name	Description	Amount
041019	4/15/2019	001 000 282 00 00 00	Payroll Liability Retirement	Employee Portion-Nationwide	\$3,986.67
					\$3,986.67

Vendor: New York Life
Check Number: 47596

Invoice No	Check Date	Account Number	Account Name	Description	Amount
041019	4/15/2019	001 000 284 00 00 00	Payroll Liability Other	Whole Life Insurance Premiums	\$496.00
					\$496.00

Vendor: New York Life EFT
Check Number: 0

Invoice No	Check Date	Account Number	Account Name	Description	Amount
041019	4/15/2019	001 002 513 11 20 00	AD-Benefits	Life/Disability Ins Premiums	\$52.99
041019	4/15/2019	001 003 514 20 20 00	CC-Benefits	Life/Disability Ins Premiums	\$51.35
041019	4/15/2019	001 004 514 23 20 00	FI-Benefits	Life/Disability Ins Premiums	\$172.85
041019	4/15/2019	001 005 518 10 20 00	HR-Benefits	Life/Disability Ins Premiums	\$84.68
041019	4/15/2019	001 006 518 80 20 00	IT-Benefits	Life/Disability Ins Premiums	\$83.90
041019	4/15/2019	001 007 558 50 20 00	PL-Benefits	Life/Disability Ins Premiums	\$318.03
041019	4/15/2019	001 007 559 30 20 00	PB-Benefits	Life/Disability Ins Premiums	\$129.18
041019	4/15/2019	001 008 521 20 20 00	LE-Benefits	Life/Disability Ins Premiums	\$1,477.61
041019	4/15/2019	001 010 576 80 20 00	PK-Benefits	Life/Disability Ins Premiums	\$177.22
041019	4/15/2019	001 013 518 30 20 00	GG-Benefits	Life/Disability Ins Premiums	\$128.56
041019	4/15/2019	101 016 542 30 20 00	ST-Benefits	Life/Disability Ins Premiums	\$409.37
041019	4/15/2019	410 016 531 10 20 00	SW-Benefits	Life/Disability Ins Premiums	\$413.75
					\$3,499.49

Vendor: O Reilly Auto Parts
Check Number: 47657

Invoice No	Check Date	Account Number	Account Name	Description	Amount
2960-100409	4/17/2019	101 015 543 30 31 00	ME - Operating Costs	Oil Filters	\$126.03
2960-100410	4/17/2019	101 015 543 30 31 00	ME - Operating Costs	Semi-Met Pad PW23	\$45.39
2960-100636	4/17/2019	410 016 531 10 31 02	SW-Operating Costs	Air Filters/Plugs/Wire Set PW60	\$144.00

2960-100638	4/17/2019	410 016 531 10 31 02	SW-Operating Costs	Air Filter PW23	\$16.70
2960-100639	4/17/2019	001 010 576 80 31 00	PK-Operating Costs	Grease/Motor Oil/Cleaner	\$86.81
2960-100639	4/17/2019	101 016 544 90 31 02	ST-Operating Cost	Grease/Motor Oil/Cleaner	\$86.81
2960-100639	4/17/2019	410 016 531 10 31 02	SW-Operating Costs	Grease/Motor Oil/Cleaner	\$86.82
2960-100647	4/17/2019	001 010 576 80 31 00	PK-Operating Costs	Adapters Trailer Plugs	\$16.04
2960-100647	4/17/2019	101 016 544 90 31 02	ST-Operating Cost	Adapters Trailer Plugs	\$16.04
2960-100647	4/17/2019	410 016 531 10 31 02	SW-Operating Costs	Adapters Trailer Plugs	\$16.05
2960-100670	4/17/2019	101 016 544 90 31 02	ST-Operating Cost	Gloves	\$36.37
2960-100670	4/17/2019	410 016 531 10 31 02	SW-Operating Costs	Gloves	\$36.38
2960-100869	4/17/2019	410 016 531 10 35 00	SW-Small Tools	Air Hose	\$115.52
2960-100870	4/17/2019	101 016 544 90 31 02	ST-Operating Cost	Battery PW1	\$127.38
2960-100905	4/17/2019	001 010 576 80 31 00	PK-Operating Costs	Credit Term Bolt	(\$2.48)
2960-100905	4/17/2019	101 016 544 90 31 02	ST-Operating Cost	Credit Term Bolt	(\$2.48)
2960-100905	4/17/2019	410 016 531 10 31 02	SW-Operating Costs	Credit Term Bolt	(\$2.47)
2960-100906	4/17/2019	410 016 531 10 31 02	SW-Operating Costs	Booster CBL PW56	\$113.26
2960-101088	4/17/2019	001 010 576 80 31 00	PK-Operating Costs	Copper Plugs for Chain Saws	\$107.42
2960-101094	4/17/2019	001 010 576 80 31 00	PK-Operating Costs	Battery Lawn Mower	\$19.25
2960-101094	4/17/2019	101 016 544 90 31 02	ST-Operating Cost	Battery Lawn Mower	\$19.26
2960-101094	4/17/2019	410 016 531 10 31 02	SW-Operating Costs	Battery Lawn Mower	\$19.25
2960-101115	4/17/2019	001 010 576 80 31 00	PK-Operating Costs	Battery Lawn Mower	(\$19.25)
2960-101115	4/17/2019	101 016 544 90 31 02	ST-Operating Cost	Battery Lawn Mower	(\$19.26)
2960-101115	4/17/2019	410 016 531 10 31 02	SW-Operating Costs	Battery Lawn Mower	(\$19.25)
2960-102070	4/17/2019	001 008 521 20 48 00	LE-Repair & Maintenance Equip	Radar Trailer Batteries	\$819.14
2960-102378	4/17/2019	001 008 521 20 48 00	LE-Repair & Maintenance Equip	Credit Radar Trailer Batteries	(\$143.88)
2960-495188	4/17/2019	101 016 544 90 31 02	ST-Operating Cost	Bat Isol PW16	\$113.35
2960-495188	4/17/2019	410 016 531 10 31 02	SW-Operating Costs	Bat Isol PW16	\$113.36
2960-495241	4/17/2019	410 016 531 10 31 02	SW-Operating Costs	Mini Bulb	\$5.09
2960-495397	4/17/2019	101 016 544 90 31 02	ST-Operating Cost	Blue Def PW67/PW66/PW65/PW50	\$45.70
2960-495397	4/17/2019	410 016 531 10 31 02	SW-Operating Costs	Blue Def PW67/PW66/PW65/PW50	\$45.71
2960-495712	4/17/2019	410 016 531 10 31 02	SW-Operating Costs	Oil Filters PW58/Stock	\$12.64
2960-495741	4/17/2019	001 010 576 80 31 00	PK-Operating Costs	Dispenser/Hand Cleaner	\$9.46
2960-495741	4/17/2019	101 016 544 90 31 02	ST-Operating Cost	Dispenser/Hand Cleaner	\$9.47
2960-495741	4/17/2019	410 016 531 10 31 02	SW-Operating Costs	Dispenser/Hand Cleaner	\$9.47

\$2,209.10

Vendor: Office of The State Treasurer

Check Number: 47658

Invoice No	Check Date	Account Number	Account Name	Description	Amount
030119 STATE	4/17/2019	633 000 589 30 00 03	State Building Permit Remit	March 2019 State Court Fees	\$469.50
030119 STATE	4/17/2019	633 000 589 30 00 04	State Court Remittance	March 2019 State Court Fees	\$26,134.57

\$26,604.07

Vendor: Outcomes by Levy LLC

Check Number: 47659

Invoice No	Check Date	Account Number	Account Name	Description	Amount
2019-03-LS	4/17/2019	001 013 511 70 40 00	Lobbying Services	Legislative/Regulatory Consulting March 2019	\$4,500.00
2019-03-LS	4/17/2019	001 013 511 70 40 00	Lobbying Services	Lobbying Services NLC March 2019	\$396.79

\$4,896.79

Vendor: Pacific Air Control Inc
Check Number: 47660

Invoice No	Check Date	Account Number	Account Name	Description	Amount
19359	4/17/2019	101 016 594 42 64 00	ST-Capital Expenditures	PW Building-Gas Piping	\$19,655.36
					\$19,655.36

Vendor: Pacific Rim Code Services Inc
Check Number: 47661

Invoice No	Check Date	Account Number	Account Name	Description	Amount
03-2019	4/17/2019	001 007 558 50 41 04	Permit Related Professional Sr	Consultant Plan Review Services	\$17,881.89
					\$17,881.89

Vendor: Powerplan
Check Number: 47662

Invoice No	Check Date	Account Number	Account Name	Description	Amount
11407189	4/17/2019	410 016 531 10 31 02	SW-Operating Costs	Bolts/Washers	\$49.91
11407205	4/17/2019	410 016 531 10 31 02	SW-Operating Costs	Cutting Edge	\$260.50
11410148	4/17/2019	410 016 531 10 31 02	SW-Operating Costs	Keys	\$81.14
					\$391.55

Vendor: Public Safety Testing Inc
Check Number: 47663

Invoice No	Check Date	Account Number	Account Name	Description	Amount
2019-0138	4/17/2019	001 008 521 20 41 00	LE-Professional Services	Q1 2019 Recruiting Assistance	\$450.00
					\$450.00

Vendor: Puget Sound Energy
Check Number: 47664

Invoice No	Check Date	Account Number	Account Name	Description	Amount
24316495 0419	4/17/2019	001 010 576 80 47 00	PK-Utilities	Natural Gas - City Shop	\$181.01
24316495 0419	4/17/2019	101 016 543 50 47 00	ST-Utilities	Natural Gas - City Shop	\$181.00
24316495 0419	4/17/2019	410 016 531 10 47 00	SW-Utilities	Natural Gas - City Shop	\$181.06
3723810 0419	4/17/2019	001 008 521 50 47 00	LE-Facility Utilities	Natural Gas - N Lakeshore Dr	\$104.63
					\$647.70

Vendor: Republic Services 197
Check Number: 47665

Invoice No	Check Date	Account Number	Account Name	Description	Amount
0197-002423855	4/17/2019	001 013 518 20 47 02	GG - Utilities for Rentals	Dumpster Services - 12202 N Lakeshore Dr	\$310.24
0197-002424720	4/17/2019	001 010 576 80 45 01	PK- Dumpster Service	Dumpster Services - City Shop	\$648.05
0197-002424720	4/17/2019	101 016 542 30 45 01	ST-Dumpster Service	Dumpster Services - City Shop	\$648.05
0197-002424720	4/17/2019	410 016 531 10 45 00	SW-Dumpster Service	Dumpster Services - City Shop	\$648.04
0197-002425301	4/17/2019	001 013 518 20 45 01	GG-Dumpster Service	Dumpster Services - City Hall	\$159.58
					\$2,413.96

Vendor: Rexel USA Inc
Check Number: 47666

Invoice No	Check Date	Account Number	Account Name	Description	Amount
U788260	4/17/2019	101 016 544 90 31 02	ST-Operating Cost	Breakers/Stranded Aluminum	\$133.83
U788260	4/17/2019	410 016 531 10 31 02	SW-Operating Costs	Breakers/Stranded Aluminum	\$133.83
U790326	4/17/2019	410 016 531 10 31 02	SW-Operating Costs	Welder Plug Supplies	\$635.15
U795601	4/17/2019	410 016 531 10 31 02	SW-Operating Costs	Welder Plug Supplies	\$96.86
U797492	4/17/2019	410 016 531 10 35 00	SW-Small Tools	Hammerdrill/Impact Driver Kit	\$2,136.85

U800293	4/17/2019	410 016 531 10 31 02	SW-Operating Costs	Welder	\$125.67
U820830	4/17/2019	101 016 544 90 31 02	ST-Operating Cost	Stranded Copper Shop	\$278.18
U820830	4/17/2019	410 016 531 10 31 02	SW-Operating Costs	Stranded Copper Shop	\$278.18
U886515	4/17/2019	001 010 576 80 31 00	PK-Operating Costs	Solid Copper	\$60.25
					\$3,878.80

Vendor: Robertson
Check Number: 47667

Invoice No	Check Date	Account Number	Account Name	Description	Amount
040919ROBERTSON	4/17/2019	302 010 594 76 61 01	PM - North Cove Capital	NC #10 Relocation Assistance	\$1,450.00
					\$1,450.00

Vendor: SirennetCom
Check Number: 47668

Invoice No	Check Date	Account Number	Account Name	Description	Amount
0238137-IN	4/17/2019	520 008 594 21 63 00	Capital Equipment	Clear Inboard Lens	\$280.78
					\$280.78

Vendor: Snohomish County PUD
Check Number: 47669

Invoice No	Check Date	Account Number	Account Name	Description	Amount
100383939	4/17/2019	001 008 521 50 47 00	LE-Facility Utilities	200558690 Police N Lakeshore Dr Electric	\$97.11
100383939	4/17/2019	001 008 521 50 47 00	LE-Facility Utilities	200558690 Police N Lakeshore Dr Water	\$24.34
100383939	4/17/2019	001 013 518 20 47 02	GG - Utilities for Rentals	200558690 12202 N Lakeshore Dr Apt 3 Electric	\$15.73
100383939	4/17/2019	001 013 518 20 47 02	GG - Utilities for Rentals	200558690 12202 N Lakeshore Dr Apt 8 Electric	\$32.82
100383939	4/17/2019	001 013 518 20 47 02	GG - Utilities for Rentals	200558690 12202 N Lakeshore Dr Water/Electric	\$745.78
121643717	4/17/2019	001 010 576 80 47 00	PK-Utilities	201487055 2424 Soper Hill Rd Mobile Electric	\$22.86
121643717	4/17/2019	001 010 576 80 47 00	PK-Utilities	201487055 2424 Soper Hill Rd Mobile Water	\$25.48
124962937	4/17/2019	101 016 542 63 47 00	ST-Lighting - Utilities	201973682 Street Lights	\$47.38
144716669	4/17/2019	101 016 542 63 47 00	ST-Lighting - Utilities	201595113 Street Lights	\$160.71
151304739	4/17/2019	101 016 542 63 47 00	ST-Lighting - Utilities	202624367 Street Lights	\$11,334.81
151304740	4/17/2019	101 016 542 63 47 00	ST-Lighting - Utilities	202648101 Street Lights Soper Hill Annex	\$1,390.42
151304741	4/17/2019	101 016 542 63 47 00	ST-Lighting - Utilities	202670725 Street Lights	\$1,251.30
164151868	4/17/2019	101 016 542 63 47 00	ST-Lighting - Utilities	204719074 Catherine Creek Bridge Lights	\$22.90
					\$15,171.64

Vendor: Snohomish County PUD
Check Number: 47670

Invoice No	Check Date	Account Number	Account Name	Description	Amount
041619 PUD1	4/17/2019	302 010 594 76 61 01	PM - North Cove Capital	20th Street Water Service	\$34,054.57
					\$34,054.57

Vendor: Snohomish County PUD
Check Number: 47671

Invoice No	Check Date	Account Number	Account Name	Description	Amount
041619 PUD2	4/17/2019	305 010 594 76 60 00	North Cove Park Capital	Water Meter Removal/Install North Cove	\$32,843.94
					\$32,843.94

Vendor: Snohomish County PW S

Check Number: 47672

Invoice No	Check Date	Account Number	Account Name	Description	Amount
I000497196	4/17/2019	101 016 542 64 48 00	ST-Traffic Control - R&M	Signal/Rign Repair & Maintenance Feb 2019	\$683.98
					\$683.98

Vendor: Snohomish County Sheriffs Office

Check Number: 47673

Invoice No	Check Date	Account Number	Account Name	Description	Amount
2019-4981	4/17/2019	001 008 523 60 51 00	LE-Jail	Jail Services Medical Feb 2019	\$694.08
					\$694.08

Vendor: Snohomish County Treasurer

Check Number: 47674

Invoice No	Check Date	Account Number	Account Name	Description	Amount
040419 SNOCO	4/17/2019	633 000 589 30 00 06	Crime Victims Compensation	March 2019 Crime Victims Compensation	\$419.26
					\$419.26

Vendor: Sound Safety Products Co Inc

Check Number: 47675

Invoice No	Check Date	Account Number	Account Name	Description	Amount
274778/1	4/17/2019	410 016 517 60 31 00	SW-Safety Program	V-Gard/Hiker Amplitude/Jacket	\$261.82
					\$261.82

Vendor: Sound Security Inc

Check Number: 47676

Invoice No	Check Date	Account Number	Account Name	Description	Amount
925400	4/17/2019	001 013 518 20 41 00	GG-Professional Service	Fire & Security Monitoring CH April 2019	\$571.04
					\$571.04

Vendor: SSHI LLC

Check Number: 47677

Invoice No	Check Date	Account Number	Account Name	Description	Amount
0419 DR HORTON	4/17/2019	003 000 322 10 00 00	Building Permits	Building Permit Overpayment Refund	\$174.58
					\$174.58

Vendor: Stericycle Inc

Check Number: 47678

Invoice No	Check Date	Account Number	Account Name	Description	Amount
3004639705	4/17/2019	001 008 521 20 41 01	LE-Professional Serv-Fixed	Hazardous Waste Disposal	\$10.00
					\$10.00

Vendor: Stripe Rite Inc

Check Number: 47679

Invoice No	Check Date	Account Number	Account Name	Description	Amount
041519 STRIPE	4/17/2019	621 000 589 20 00 02	Street Project Retainage Reimb	Retainage Release 2017 Pavement Marking Contract 17006	\$10,581.51
					\$10,581.51

Vendor: Summit Law Group

Check Number: 47680

Invoice No	Check Date	Account Number	Account Name	Description	Amount
103176	4/17/2019	001 013 518 20 41 00	GG-Professional Service	Summit Webinars	\$2,000.00
					\$2,000.00

Vendor: Tacoma Screw Products Inc
Check Number: 47681

Invoice No	Check Date	Account Number	Account Name	Description	Amount
18235384	4/17/2019	001 010 576 80 31 00	PK-Operating Costs	Screws/Safety Glasses	\$18.46
18235384	4/17/2019	101 016 544 90 31 02	ST-Operating Cost	Screws/Safety Glasses	\$18.45
18235384	4/17/2019	410 016 531 10 31 02	SW-Operating Costs	Screws/Safety Glasses	\$18.45
18236270	4/17/2019	001 010 576 80 31 00	PK-Operating Costs	Degreaser Spray	\$20.35
18236270	4/17/2019	101 016 544 90 31 02	ST-Operating Cost	Degreaser Spray	\$20.36
18236270	4/17/2019	410 016 531 10 31 02	SW-Operating Costs	Degreaser Spray	\$20.36
18236271	4/17/2019	001 010 576 80 31 00	PK-Operating Costs	Weed Wacker Line	\$56.73
18236272	4/17/2019	001 010 576 80 31 00	PK-Operating Costs	Bits/Shackles/Gloves	\$87.31
18236272	4/17/2019	101 016 544 90 31 02	ST-Operating Cost	Bits/Shackles/Gloves	\$87.30
18236272	4/17/2019	410 016 531 10 31 02	SW-Operating Costs	Bits/Shackles/Gloves	\$87.30
					\$435.07

Vendor: Teamsters Local No 763
Check Number: 47597

Invoice No	Check Date	Account Number	Account Name	Description	Amount
041019	4/15/2019	001 000 284 00 00 00	Payroll Liability Other	Union Dues	\$1,004.00
					\$1,004.00

Vendor: The Watershed Co
Check Number: 47682

Invoice No	Check Date	Account Number	Account Name	Description	Amount
2019-0478	4/17/2019	001 007 558 50 41 00	PL-Professional Serv	Review Shoreline Master Program	\$2,013.24
					\$2,013.24

Vendor: TranTech Engineering LLC
Check Number: 47683

Invoice No	Check Date	Account Number	Account Name	Description	Amount
2018033-02	4/17/2019	101 016 544 20 41 00	ST-Prof Srv - Engineering	LS Bridge Loading and Scouring Analysis Feb 2019	\$11,703.05
2018033-03	4/17/2019	101 016 544 20 41 00	ST-Prof Srv - Engineering	LS Bridge Loading and Scouring Analysis March 2019	\$3,816.22
					\$15,519.27

Vendor: Ultrablock Inc
Check Number: 47684

Invoice No	Check Date	Account Number	Account Name	Description	Amount
0046173-IN	4/17/2019	305 010 594 76 60 00	North Cove Park Capital	Full Size Blocks - North Cove	\$20,963.26
					\$20,963.26

Vendor: UPS
Check Number: 47685

Invoice No	Check Date	Account Number	Account Name	Description	Amount
0000074Y42149	4/17/2019	001 008 521 20 42 00	LE-Communication	Evidence Shipping	\$10.13
					\$10.13

Vendor: Vantagepoint Transfer Agents - 108991
Check Number: 47598

Invoice No	Check Date	Account Number	Account Name	Description	Amount
041019	4/15/2019	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: 47599

Invoice No	Check Date	Account Number	Account Name	Description	Amount
041019	4/15/2019	001 000 282 00 00 00	Payroll Liability Retirement	ICMA Deferred Comp - Employee Contribution	\$1,880.02
					\$1,880.02

Vendor: Verizon Northwest

Check Number: 47686

Invoice No	Check Date	Account Number	Account Name	Description	Amount
9826779813	4/17/2019	001 008 521 20 42 00	LE-Communication	Wireless Phone Service	\$2,637.35
9827273883	4/17/2019	001 001 511 60 42 00	Legislative - Communication	Wireless Phone Service	\$329.28
9827273883	4/17/2019	001 001 513 10 42 00	Executive - Communication	Wireless Phone Service	\$44.64
9827273883	4/17/2019	001 002 513 11 42 00	AD-Communications	Wireless Phone Service	\$44.64
9827273883	4/17/2019	001 004 514 23 42 00	FI-Communications	Wireless Phone Service	\$44.64
9827273883	4/17/2019	001 005 518 10 42 00	HR-Communications	Wireless Phone Service	\$89.28
9827273883	4/17/2019	001 006 518 80 42 00	IT-Communications	Wireless Phone Service	\$94.80
9827273883	4/17/2019	001 007 558 50 42 00	PL-Communication	Wireless Phone Service	\$89.28
9827273883	4/17/2019	001 007 559 30 42 00	PB-Communication	Wireless Phone Service	\$149.32
9827273883	4/17/2019	001 008 521 20 42 00	LE-Communication	Wireless Phone Service	\$160.04
9827273883	4/17/2019	001 010 576 80 42 00	PK-Communication	Wireless Phone Service	\$382.06
9827273883	4/17/2019	101 016 543 30 42 00	ST-Communications	Wireless Phone Service	\$382.06
9827273883	4/17/2019	410 016 531 10 42 00	SW-Communications	Wireless Phone Service	\$382.06
					\$4,829.45

Vendor: Wachtveitl

Check Number: 47687

Invoice No	Check Date	Account Number	Account Name	Description	Amount
041719WACHTVEIL	4/17/2019	001 008 521 20 43 00	LE-Travel & Per Diem	PerDiem - Meals Griffey Class Burien - Wachtveil	\$23.00
051419WACHTVEIL	4/17/2019	001 008 521 20 43 00	LE-Travel & Per Diem	PerDiem - Meals WAHIA Conf Suquamish - Wachtveitl	\$190.00
					\$213.00

Vendor: Warbis

Check Number: 47688

Invoice No	Check Date	Account Number	Account Name	Description	Amount
051419 WARBIS	4/17/2019	001 008 521 20 43 00	LE-Travel & Per Diem	PerDiem - Meals WAHIA Conf Suquamish - Warbis	\$190.00
					\$190.00

Vendor: Washington Cities Insurance Authority

Check Number: 47689

Invoice No	Check Date	Account Number	Account Name	Description	Amount
14489	4/17/2019	001 010 576 80 49 01	PK-Staff Development	Registration Parks Facilities Risk Mgmt 101 - Halverson	\$25.00
14490	4/17/2019	001 007 558 50 49 01	PL-Staff Development	Registration Parks Facilities Risk Mgmt 101 - Meis	\$25.00
					\$50.00

Vendor: Washington Recreation & Park Association

Check Number: 47690

Invoice No	Check Date	Account Number	Account Name	Description	Amount
4516	4/17/2019	001 007 558 50 49 01	PL-Staff Development	Registration 2019 WRPA Conf - Meis	\$409.00
					\$409.00

Vendor: Washington State Patrol
Check Number: 47691

Invoice No	Check Date	Account Number	Account Name	Description	Amount
I19006665	4/17/2019	633 000 589 30 00 10	Gun Permit - WSP Remittance	Weapons Permit Background Checks March 2019	\$371.00
					\$371.00

Vendor: Washington State Support Registry
Check Number: 0

Invoice No	Check Date	Account Number	Account Name	Description	Amount
041019	4/15/2019	001 000 284 00 00 00	Payroll Liability Other	Employee Paid Child Support	\$163.50
					\$163.50

Vendor: Weed Graafstra & Associates Inc
Check Number: 47692

Invoice No	Check Date	Account Number	Account Name	Description	Amount
040119 WGA	4/17/2019	001 011 515 41 41 00	Ext Consultation - City Atty	Legal Services - General Matters	\$776.25
040119 WGA	4/17/2019	001 011 515 45 41 00	Ext Litigation - City Atty	Legal Services - General Matters	\$4,435.65
040119 WGA	4/17/2019	310 016 544 40 41 00	20th St SE - Professional Srv	Legal Services - 20th Street Acquisitions	\$2,964.57
					\$8,176.47

Vendor: Wells
Check Number: 47693

Invoice No	Check Date	Account Number	Account Name	Description	Amount
042819 WELLS	4/17/2019	001 008 521 20 43 00	LE-Travel & Per Diem	PerDiem - Meals Patrol Tactics Instructor Burien - Wells	\$828.00
					\$828.00

Vendor: Western Conference of Teamsters Pension Trust
Check Number: 47600

Invoice No	Check Date	Account Number	Account Name	Description	Amount
041019	4/15/2019	001 000 282 00 00 00	Payroll Liability Retirement	Employee Contributions - Teamster Pension	\$2,927.84
					\$2,927.84

Vendor: Willards Pest Control Co
Check Number: 47694

Invoice No	Check Date	Account Number	Account Name	Description	Amount
238497	4/17/2019	001 013 518 20 41 00	GG-Professional Service	Pest Control	\$112.73
					\$112.73

Vendor: WSAPT
Check Number: 47695

Invoice No	Check Date	Account Number	Account Name	Description	Amount
040819 WSAPT	4/17/2019	001 007 559 30 49 01	PB-Staff Development	Registration WSAPT Spring Conf - Meyers	\$200.00
					\$200.00

Vendor: Wynne and Sons Inc
Check Number: 47696

Invoice No	Check Date	Account Number	Account Name	Description	Amount
59772	4/17/2019	001 007 558 50 31 00	PL-Office Supplies	Business Cards Meis	\$68.56
					\$68.56

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

Tuesday, April 9, 2019
Lake Stevens School District Educational Service Center (Admin. Bldg.)
12309 22nd Street N.E. Lake Stevens

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

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

ELECTED OFFICIALS ABSENT: None

STAFF MEMBERS PRESENT: City Administrator Gene Brazel, Finance Director Barb Stevens, Community Development Director Russ Wright, Public Works Director Eric Durpos, Police Chief John Dyer, Commander Ron Brooks, Human Resources Director Teri Smith, City Clerk Kathy Pugh, City Attorney Greg Rubstello; Police Officer Alex Michael & Haro, PD canine, Police Sgt. Rob Miner

OTHERS: Mark Sawyer, Washington Department of Transportation

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

Roll Call: All present.

Approval of Agenda: Moved by Councilmember Hilt, seconded by Councilmember Tageant, to approve the agenda.

Councilmember Gailey requested Consent Agenda Items (F) Approve Summer Events and (H) Approve Request for Alcohol in the Park during Music by the Lake be moved to Action Items with possible action to follow.

VOTE: On vote the motion carried with the noted changes (7-0-0-0).

Guest Business: Mark Sawyer, Washington State Department of Transportation, updated on the scheduled US 2 Trestle road closures for 2019 to complete the project that was started in 2018. He then shared the plans for road improvements from Bickford and to the Pilchuck River Bridge, an improvement to the sidewalk ramps on U.S. 2 from Fryelands Boulevard to Cascade View Drive, and other improvements planned in the area. He then responded to Councilmembers' questions.

New Employee Introductions: Chief Dyer introduced the new Police Canine Officer, Haro. Officer Michael said he is excited to be part of this program and thanked the Council for their support. Chief Dyer reminded this program was started with community support and said the department is appreciative of this.

Citizen Comments: None.

Council Business:

- Councilmember Daughtry: Multiple meetings.
- Councilmember Petershagen: Navy Lunch on Thursday.
- Councilmember Hilt: Snohomish Health District.
- Councilmember McDaniel: Planning Commission.
- Councilmember Gailey: Senior Services Board.
- Councilmember Tageant: Chamber of Commerce.

Mayor's Business: Will be providing State of the City message at tomorrow's Chamber of Commerce lunch; WSDOT Advisory Committee meeting on SR 9 and SR 204 intersection improvement. WSDOT was looking for approval, and there were some project elements that were not accepted by the group.

City Department Report:

- City Administrator Gene Brazel: Thanked Councilmember Daughtry and Public Works crew for moving the War Memorial to the temporary location. Councilmember Daughtry commended the Public Works crew on the care and skill they showed in disassembling the memorial.
- Public Works Director Eric Durpos: Snow cleanup, especially sidewalks, is continuing.
- Chief of Police John Dyer: Lake Stevens Fire authorized the surplus of property commonly known as the Lake Stevens Fire District Headquarters station, and purchase and sale agreement with the City of Lake Stevens for sale of the property.

Consent Agenda:

MOTION: Moved by Councilmember Daughtry, seconded by Councilmember Welch, to approve (A) 2019 Vouchers [Payroll Direct Deposits of \$211,077.60, Payroll Check No. 47388 totaling \$1,763.89, Tax Deposits of \$61,135.05, Electronic Funds Transfers (ACH) of \$77,618.35, Claims Check Nos. 47499-47591 totaling \$392,736.41, Void Check No. 47393 totaling \$360.00, Total Vouchers Approved: \$743,971.30], (B) City Council Workshop Meeting Minutes of March 19, 2019, (C) City Council/Snohomish County Council Joint Meeting Minutes of March 26, 2019, (D) City Council Regular Meeting Minutes of March 26, 2019, (E) City Council Workshop Meeting Minutes of April 2, 2019, (F) Removed, (G) Interlocal Agreement with Marysville re Movies in the Park, (H) Removed, (I) Ordinance 1055 Extending Design Review Board Regulations, (J) Police Department Reorganization, (K) Food Bank Lease. On vote the motion carried (7-0-0-0).

Action Items:

Ordinance 1054 re Limited Tax General Obligation Bonds for Decant Facility Property

Purchase: Finance Director Stevens presented the staff report and summarized the ordinance authorizes the issuance of Limited Tax General Obligation Bonds for the purchase of the property identified for the Decant Facility. The bonds would be up to \$600,000 with a five-year term. There is already approximately \$400,000 budgeted for surface water management that will be used to complete the purchase of the property and design of the decant facility. Based on the size and term of bond the City is able to do a direct placement bond, which is quicker and less expensive. Three bids were obtained with the best rate from Commerce Bank at 2.39 %

fixed, and with no prepay penalty or bank origination fees. The other two bids were slightly higher. The anticipated closing date of the bond is May 1, and the property would close right after that.

Administrator Brazel added that both PUD Power and PUD Water are interested in partnering on this project. The partnership may take the form of a lease or some other form; the proposal will be brought back for Council approval. Additionally, the City is in line for Department of Ecology grant.

MOTION: Moved by Councilmember Welch, seconded by Councilmember Gailey, to adopt 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. On vote the motion carried (7-0-0-0).

Summer Events: Director Wright said before Council tonight is the list of summer events that has been put together by the Arts Commission with assistance from the Parks Board. He reviewed the events and identified that the funding is coming from budgeted funds for the Arts Commission and Recreation, together with donations.

Councilmember Gailey expressed concern regarding the yoga events and believes there should be a Request for Proposal to allow fitness centers and yoga businesses located within the city an opportunity to provide this service.

Clerk Pugh said the Arts Commission did approach yoga businesses within the city limits as well as the business just outside the city limits, and the only response was received from the business just outside the city limits.

Councilmember McDaniel agreed with Councilmember Gailey's comments and believes this should go out for an RFP.

Director Wright said it would take four to six weeks to complete an RFP process.

MOTION: Moved by Councilmember Welch, seconded by Councilmember McDaniel to approve the summer event program, with the exception of Yoga by the Lake program, which should go out for a Request for Proposal. On vote the motion carried (7-0-0-0).

Alcohol in the Park During Music by the Lake: Councilmember Gailey asked if the opportunity to serve alcohol in the park during the Music by the Lake programming has been offered to other City organizations. He noted Rotary provided the alcohol last year.

Director Wright responded that the City has not gone out for bids for the alcohol, but that the Rotary would like to partner with the City and act as a sponsor for this event and Rotary approached the City. In previous years Rotary has donated some of the funds back to the City for use in the parks.

Councilmember Tageant believes Rotary has been a great partner and that 100% of the funds go back to the community.

Councilmember McDaniel suggested in the future offer the opportunity to other service groups in the community as the City expands its parks, and perhaps use a lottery process to select the service group(s). She believes this is a more fair process.

Mayor Spencer suggested encouraging the organizations to provide sponsorships for one of the many events that are in place and being developed.

MOTION: Moved by Councilmember Welch, seconded by Councilmember Hilt, to 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 and 21, 2019 in Lundeen Park. On vote the motion carried (7-0-0-0).

DISCUSSION ITEM: Mayor Spencer said there may be a request to cancel the May 28, 2019 Council meeting and to schedule the May 21 Workshop meeting as a special meeting, to possibly address a development agreement.

Adjourn:

Moved by Councilmember Daughtry, seconded by Welch, to adjourn the meeting at 7:37 p.m. On vote the motion carried (7-0-0-0).

John Spencer, Mayor

Kathy Pugh, City Clerk

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

Tuesday, April 16, 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 Kim Daughtry, Gary Petershagen, Todd Welch, Marcus Tageant and Brett Gailey

ELECTED OFFICIALS ABSENT: Councilmembers Kurt Hilt and Rauchel McDaniel

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

OTHERS:

Mayor Spencer called the meeting to order at 7:00 p.m. and then turned the meeting over to Council President Petershagen.

Lands Capacity Report: Community Development Director Wright briefly reviewed the updated Land Capacity Report and commented this is not a final report due to some identified technical errors in the document that will be corrected. He said the big takeaway is that the City has used up about 79% of its buildable lands inventory, and combined with the county and surrounding urban growth area that is about 70% of the City's land capacity. The City is on target to meet its 2035 goals, and the question is, where does the City want to go from here. Discussion ensued with Councilmember Petershagen commenting he would not assume the City has buildable area left based on assumptions that are in the report. Director Wright responded there are several categories referenced in the report that are left over undeveloped properties for a reason, perhaps because they are more difficult to develop, and the City needs to make sure the powerline and waterline easements are excluded. Councilmember Tageant commented one of his concerns is some lots are particularly difficult and challenging to develop and the Council needs to look at how these properties can be developed. Director Wright responded this will be looked at by the Land Use Advisory Group.

Turning to Vision 2050, Director Wright confirmed that SEPA comments are due at the end of April and said the Puget Sound region will need to accommodate an additional 1.8 million people and 1.2 million new jobs. This is allocated is between King, Snohomish, Kitsap and Pierce counties. Director Wright reviewed the three alternatives of (1) Stay the Course, (2) Transit Focused Growth and (3) Reset Urban Growth. Director Wright recommends supporting a hybrid approach that emphasizes concentrated growth near transit areas, but allocating more growth to cities and towns, including consideration of urban growth expansions, instead of expanding growth in rural areas. This would provide for efficiencies in urban services and utilities. Discussion ensued, and there was consensus to send a letter proposing a hybrid approach as described, and Council requested this be included on the April 23, 2019 Council agenda.

Comprehensive Plan Land Use Update: Director Wright shared the proposal from Leland Consultants to provide a market analysis of retail and office land uses. This will update previous economic forecasts and assist the City in updating its subarea plans. This is part of the Comprehensive Plan update, and addresses Council's request to ensure the City has the right mix of retail and office space in commercial business zones. Director Wright responded to questions, and discussion ensued as to whether the City has the right zones to draw the types of retail and office businesses that would provide the services area residents would utilize. Responding to Councilmember Petershagen's comment regarding Leland's previous work, Director Wright said that at the time the commercial market had not quite caught up, but that the City could look to other firms to provide this work. Councilmember Tageant said he could go either way. He thinks another firm might bring a fresh look, and he would like to see a more accurate report, no matter who does it. Administrator Brazel said it will be important to have who ever does the report come to the city. Director Wright clarified that Council supports the subarea model be updated, no matter who prepares the report.

Park Transfer Introduction: Wyatt and Sunset Parks: Director Wright updated on the process for transferring Wyatt and Sunset Parks with Snohomish County. He commented the first draft agreement required Lake Stevens to provide most of the maintenance and upkeep, but that Snohomish County would keep ownership of Wyatt Park. Sunset Park had a similar proposal. The City would like to see a more equitable proposal. The City has met with Snohomish County, and the City Attorney has reviewed and commented on the agreement. Administrator Brazel commented he met with County Councilman Sam Low, who is on the same page as the city and was not aware of the document as proposed by staff. There was discussion regarding partnering with Snohomish County on public safety at Wyatt Park this summer, and Director Wright added that in the coming budget cycle staff will be requesting funds to move the Police Boat Launch to Wyatt Park. Discussion ensued as to the status of Wyatt Park as the City continues to annex around the lake and Mayor Spencer commented it is important to work harder with the County for a more equitable solution.

Parks Funding: Director Wright updated on staffing, saying Jill Meis was selected to fill the Parks Coordinator position, and that Jim Haugen who is the Events Coordinator will be retiring in June. Director Wright confirmed that Coordinator Meis was nominated as a board member to the Sports Tourism Board. Director Wright then briefly reviewed the budgets for Frontier Heights and North Cove Parks and said staff will be requesting a budget amendment of approximately \$500,000 now that the costs are better known for building out the first phases of the two parks. The funds are already set aside in the Parks Mitigation Fund.

Administrator Brazel updated the tenant improvements for the new Police Station are estimated at \$8.6 million, and added the bid packet for the Pavilion will be brought forward at the end of the month. Director Wright updated on the status of the Williams property, and said that demolition is scheduled as part of Phase II of the North Cove redevelopment. Administrator Brazel added the Historical Society has been very active in identifying its facility needs and designing a historical timeline for installation in the Pavilion.

Scan and Toss Policy: City Clerk Pugh introduced the scan and toss policy, saying it applies to records that are nonarchival, and also other records can be scanned and either tossed or transferred to the State Archives with the Archivist's authorization. The policy follows the State Archivist's recommendations for scan and toss. Clerk Pugh commented this is the first piece of a Records Management Policy that is being developed. She then responded to

Councilmembers' questions. There was consensus to bring the Scan and Toss Policy forward on the April 23, 2019 Consent Agenda.

Councilmember Petershagen said the mini-retreat is scheduled on July 16, 2019 from 8:30 a.m. – 1:30 p.m. at the Brightwater Facility.

There was Council consensus to cancel the May 28, 2019 Council Regular meeting and to change the May 21, 2019 Workshop meeting to a Special meeting.

There being no further business the meeting was adjourned at 7:55 p.m.

John Spencer, Mayor

Kathy Pugh, City Clerk

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LAKE STEVENS CITY COUNCIL
STAFF REPORT

Council Agenda

Date: April 23, 2019

Subject: Amendment No. 1 to Hydrology Stand Up Paddle, LLC

Contact

Person/Department: Gene Brazel, City Administrator

Budget

Impact: N/A

RECOMMENDATION(S)/ACTION REQUESTED OF COUNCIL: **Approve Amendment No. 1 to Concessionaire License Agreement with Hydrology Stand Up Paddle, LLC.**

SUMMARY/BACKGROUND: In 2018 the City entered into a Concessionaire License Agreement with Hydrology Stand Up Paddle, LLC to provide a stand up paddle board concession at Lundeen Park. The original agreement provides for three one-year renewals at the City's discretion. For 2019 the City determined, and Hydrology Stand Up Paddle agreed, to extend the agreement one year through September 2, 2019.

Included in the amendment are the following:

1. Hydrology Stand Up Paddle requested to add kayaks to the concession. The amendment amends the original Concessionaire License Agreement to include kayak rentals and other non-motorized recreation equipment as authorized by the City in advance.
2. Allow single serving commercially wrapped food and beverage concessions. Hydrology Stand Up Paddle is agreeable to adding this concession to their business, and staff recommends allowing the concessionaire to provide limited food concessions. Allowing food and beverage concessions as part of the agreement is a natural outflow of providing concessions within the park and will be a convenience to park patrons. This was discussed at the April 2, 2019 Council Workshop and there was consensus to move forward with allowing limited food and beverage concessions as part of this agreement.

APPLICABLE CITY POLICIES:

BUDGET IMPACT:

ATTACHMENTS:

- Exhibit A: Amendment No. 1 to Concession License Agreement



AMENDMENT NO. 1 TO CONCESSIONAIRE LICENSE AGREEMENT

WHEREAS, the CITY OF LAKE STEVENS, a municipal corporation of the State of Washington (“City”) and HYDROLOGY STAND PADDLE, LLC, a Washington limited liability company (“Licensee”) entered into a Concessionaire License Agreement dated July 13, 2018 to provide a water recreation concession at Lundeen Park in Lake Stevens described as stand up paddleboard rentals, lessons, classes, and events, as more fully described in Schedules A and C of the Concession Agreement; and

WHEREAS, the Concessionaire License Agreement provides that it shall end at the close of business on September 3, 2018, and that the agreement may be renewed annually in writing for a maximum of three (3) additional years at the sole discretion of the City; and

WHEREAS, City advised Licensee by letter dated January 15, 2019 that it wished to renew the Concessionaire License Agreement for an additional year with the concession period running from May 25, 2019 through September 2, 2019 and Licensee agreed to said renewal by return letter dated January 24, 2019; and

WHEREAS, City now wishes to amend the Concessionaire License Agreement to include food and beverage concessions, and Licensee is agreeable to said amendment,

NOW, THEREFORE, City and Concessionaire agree to amend the Concessionaire License Agreement to include food and beverage concessions as follows:

- 1. Approved Concessions Products and Services:** Food and beverages for immediate consumption, subject to approval by City. Food and beverages shall be sold in individual serving sizes and shall be commercially packaged as such at time of sale.
- 2. Condition of Approval:** The Licensee shall be responsible for cleanup of all park areas within 100 feet from the concession operating area.
- 3. Concessionaire shall not:**
 - a) Vend or offer glass containers.
 - b) Sell a product that directly competes with a like product either sold by a business within or directly adjacent to the park unless by written approval of City. Beverages are not considered to be in competition unless it is the primary product sold.
 - c) Provide or sell alcoholic beverages within the permitted use area without first obtaining (i) the express approval of City in accordance with LSMC 10.03.150, (ii) a City Special Event permit, (iii) State of Washington Liquor & Cannabis permits, and (iv) proof of additional liquor liability insurance in a form approved by City.
 - d) Sound or permit the sounding of any device which produces a loud and raucous noise, or use or operate any loud speaker, public address system, radio, sound amplifier or similar device to attract the attention of the public.

- e) The Concession permit or privilege herein provided may not be assigned or transferred. Failure to comply with this provision will result in termination of the permit.
 - f) The Licensee shall not subcontract work, in whole or in part.
 - g) Mobile food and beverage vendors are not permitted under this Concessionaire License Agreement without the express written consent of City.
- 4. Concessionaire License Agreement, Schedule A, General Operation, Paragraph 3 is stricken.
 - 5. Concessionaire License Agreement, Schedule C, May 30, 2018 Hydrology Stand Up Paddle Proposal, Paragraph A. Services Products to be Offered for Sale is amended to specifically include kayak rentals, and other nonmotorized water recreation equipment as agreed to in advance by City in writing.
 - 6. Paragraph 5 of the January 15, 2018 Concessionaire License Agreement is amended to provide that the Licensee agrees to pay the City, in consideration for concession rights and privileges, a monthly payment equal to 8% of gross sales, including sales of food and beverage concessions as provided for in this First Amendment to Concessionaire License Agreement. All other provisions of Paragraph 5 shall remain in full force and effect.
 - 7. All other terms and conditions of the Concessionaire License Agreement dated January 15, 2018, and as extended by written agreement dated January 24, 2019 shall remain in full force and effect.

“CITY”

“LICENSEE”

CITY OF LAKE STEVENS

HYDROLOGY STAND UP PADDLE

By: _____
John Spencer, Mayor

By: _____
Owner

Approved as to Form:

Greg Rubstello, City Attorney



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LAKE STEVENS CITY COUNCIL
STAFF REPORT

Council Agenda

Date: April 23, 2019

Subject: Resolution 2019-10 adopting a Scan and Toss Policy

Contact

Person/Department: Kathy Pugh, City Clerk

Budget Impact:

N/A

RECOMMENDATION(S)/ACTION REQUESTED OF COUNCIL: Approve Resolution 2019-10 adopting a Scan and Toss Policy as part of a comprehensive Records Management Program.

SUMMARY/BACKGROUND: Businesses, including public entities, are fast moving in the direction of paperless business solutions that provide significant efficiencies in the management of business records. RCW 40.14 sets out the requirements for preservation and destruction of public records and delegates the oversight of public records to the Washington state archivist. WAC 434-662 and 434-663 set out the requirements for preservation of electronic records and imaging requirements for digitizing records. Additionally, the Washington state archivist published a document “Requirements for the Destruction of Non-Archival Paper Records after Imaging,” to further guide the scan and toss process.

Dispositioning of a record takes place at the time it reaches its full retention value and can take the form of transferring the record to the state archivist as a permanent record, shredding the record, or having the archivist appraise the record for either transfer to archives or shredding.

Many of the records created in the city’s day-to-day business are not archival in nature such as pet licenses, facilities rental agreements, right of way permits, special event permits, many contract types, etc. These records have been identified by the state archivist as records that may be scanned and tossed upon adoption of a policy by the local agency. Moving to an electronic format will provide the means to efficiently disposition records in accordance with the state retention schedule and move the City in the direction of a paperless work environment.

APPLICABLE CITY POLICIES:

BUDGET IMPACT: N/A

ATTACHMENTS:

► Exhibit A: Resolution 2019-10

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

RESOLUTION NO. 2019-10

**A RESOLUTION OF THE CITY OF LAKE STEVENS, WASHINGTON,
ADOPTING A SCAN AND TOSS POLICY AS PART OF A COMPREHENSIVE
RECORDS MANAGEMENT PROGRAM.**

WHEREAS, RCW 40.14, Preservation and Destruction of Public Records defines and classifies public records and sets out the requirements for maintaining, preserving and destroying of public records in accordance with State Records Retention Schedules, and defines the functions, duties and responsibilities of the State Archivist; and

WHEREAS, WAC 434-662, Preservation of Electronic Public Records, provides for the secure preservation of electronic records for their minimum retention period for present and future access and/or transfer to the Washington state digital archives for retention so that valuable legal and historical records may be centralized, made more widely available, and permanently preserved; and

WHEREAS, WAC 434-663, Imaging Systems, Standards for Accuracy and Durability, sets out the requirements for imaging source documents and the requirements for maintaining imaged documents in accordance with the Washington State Archivist Retention schedules; and

WHEREAS, the State Archivist on May 15, 2012, published the Requirements for Destruction of Non-Archival Paper Records After Imaging (Version 1.1); and

WHEREAS, in the interest of creating efficiencies in the management of its public records, the City of Lake Stevens wishes to adopt a Scan and Toss Policy in compliance with and meeting the requirements of RCW 40.14, WAC 434-662, WAC 434-663 and the State Archivist's requirements for imaging and destruction of non-archival records,

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

Section 1. The Imaging and Destruction of Paper Records (Scan/Toss) Policy attached as Exhibit A is hereby adopted as part of the records management policy of the City of Lake Stevens.

Section 2. This resolution shall take effect and be in full force upon passage and signature hereon.

PASSED by the City Council of the City of Lake Stevens this ____ day of April, 2019.

John Spencer, Mayor

ATTEST:

Kathy Pugh, City Clerk



EXHIBIT A

IMAGING AND DESTRUCTION OF PAPER RECORDS (SCAN/TOSS) POLICY

1.0 GENERAL

- 1.1 This policy outlines the minimum requirements the City must meet in order to lawfully destroy paper-based source records after they have been converted to a digital format by imaging (scanning).

1.2 TABLE OF CONTENTS

- 1.0 GENERAL
- 2.0 DEPARTMENTS/DIVISIONS AFFECTED
- 3.0 REFERENCES
- 4.0 DEFINITIONS
- 5.0 POLICY
- 6.0 PROCEDURE
- 7.0 RESPONSIBILITIES
- 8.0 APPENDICES

2.0 DEPARTMENTS/DIVISIONS AFFECTED

This policy and procedure shall apply to all City divisions and departments.

3.0 REFERENCES

Washington State Records Retention Schedules;
Chapter 40.14 RCW *Preservation and Destruction of Public Records*;
Chapters 434-662 WAC *Preservation of Electronic Records*; and
Chapter 434-663 WAC *Imaging Systems, Standards for Accuracy and Durability*.

4.0 DEFINITIONS

- 4.1 "Archival records" are those public records of state and local government agencies which are determined by the state archivist as having continuous historical value and must be permanently preserved and have been or may be transferred to the custody of the State division of archives after their approved retention has been met.
- 4.2 "Lossless compression" recreates a compressed file as an identical match to its original form. All lossless compression uses techniques to break up a file into smaller segments, for storage or transmission, that get reassembled later.
- 4.3 "Lossy compression" is a technique that does not decompress data back to one hundred percent (100%) of the original. Lossy methods provide high degrees of compression and result in smaller compressed files, but there is a certain amount

of visual loss when restored.

5.0 POLICY

It is the policy of the City of Lake Stevens to comply with state requirements when destroying paper-based source records after they have been converted to a digital format by imaging (scanning).

6.0 PROCEDURE

6.1 "Scan and Toss" Checklist.

6.1.1 Departments shall complete the Minimum Requirements to the "Scan and Toss" Checklist in conjunction with the Department Records Manager and submit the checklist to the City Clerk or designee. The checklist shall be signed by the department head or designee.

6.1.2 The checklist shall be approved by the City Clerk or designee prior to scanning of paper records.

6.2 The disposition authority number (DAN) for paper records that have been scanned and then are to be destroyed is: GS50-09-14.

6.3 Records Eligible for "Scanning and Tossing"

6.3.1 Eligible records MUST be Non-Archival and covered by a current, approved records retention schedule.

6.3.2 The City shall use only records retention schedules approved for its use by the Local Records Committee in accordance with RCW 40.14.070. Current approved records retention schedules for local government agencies are available on Washington State Archives' website at www.sos.wa.gov/archives.

6.3.3. Archival records MUST not be destroyed.

a. The City may scan Archival records in accordance with state requirements and this policy.

b. However, after imaging is completed and verified, the department shall request that the City Clerk or designee arrange for appraisal and/or transfer of both the paper and the images to Washington State Archives for preservation.

6.4 Scanning Requirements

6.4.1 Records MUST be scanned in a systematic and consistent fashion that ensures a complete and accurate copy of the source record.

6.4.2 Scanning/Imaging Requirements

The City adopts the following quality control procedures and work instructions to ensure a consistent capture of complete and accurate copies of original records. All staff will be trained in scanning responsibilities to ensure that they are familiar with these requirements and procedures. *(Per Washington State Archives - Agencies are not required to use any specific systems, applications, or scanners.)*

Specific quality control procedures will include:

- Enhancements or other manipulations of the scanned images (such as de-skew, de-speckle, etc.) in order to improve the quality of the resulting image.
- Routine use of scanning targets by IT Department to verify configuration settings.
- Visual comparisons and inspections of each imaged record and source document, or of selected images and source documents. This will be completed City Clerk or designee.
- Regular calibration and testing of systems and scanners by IT Department.
- Periodic checks that the indexing/metadata is accurate and appropriate by City Clerk or designee.
- In instances where the source document cannot be captured completely and accurately, the image should be labeled or tagged as "best scan possible".

If vendors are doing the imaging: vendors are to comply with the same requirements as above and be approved by the City Clerk or designee.

6.5 Formatting Requirements

6.5.1 There are some differences between the most commonly used formats. Formats are subject to changes and updates, and newer versions may not always be backwards compatible or be suitable for long-term preservation.

6.5.2 For shorter-term retention (fewer than six (6) years total), either a lossless or lossy image format may be used. Acceptable file formats include:

- TIFF;
- PNG;
- PDF;
- PDF/A;
- JPEG; and
- JPEG 2000.

6.5.3 Long-term records (more than six (6) years total retention) require lossless image formats in order to ensure preservation. The current recommended formats are:

- PDF/A
- Microfiche

- TIFF (Group 4 for Black & White (bitonal) images; Group 5 for grayscale and color images);
- PNG;
- For Archival images that are to be transferred to Washington State Digital Archives, the recommended format is TIFF (Group 4 or Group 5 for scanned images); and
- If a department chooses to use data compression to save space, a lossless compression method **MUST** be used for long-term records.

Image Density (Resolution) Table (Chapter 434-663 WAC) OUTPUT	DENSITY
Black & White (Bitonal) (fonts no smaller than 6-point)	Minimum of 200 DPI Recommended 300 DPI
Black & White (Bitonal) (maps, engineering drawings, and other documents containing fonts smaller than 6-point, fine detail, or poor contrast)	Minimum of 300 DPI Recommended 300 DPI
Grayscale 8-bit	Minimum of 200 DPI Recommended 300 DPI
Color 24-bit RGB	Minimum of 150 DPI Recommended 300 DPI

6.6 Requirements for Organizing, Indexing, and Metadata

- 6.6.1 Indexing is a way to attach metadata that facilitates access, retrieval, and management of information. Developing a consistent structure is key to managing and maintaining images.
- 6.6.2 Each department, in coordination with City Clerk/Records Officer, should develop consistent naming conventions and file/directory structures to facilitate organization, identification, access, and retrieval for users.
- 6.6.3 Each department should capture appropriate business and recordkeeping metadata (such as type of record, Disposition Authority Number (DAN), destruction date, etc.).

6.7 Requirements for Managing, Storing, and Retaining Images

- 6.7.1 Images **MUST** be stored, maintained and accessible for the entire length of the required retention period. Departments need to factor in not only the retention period (e.g., six (6) years), but also the trigger or the cut-off that starts the retention clock. For example, a record with a minimum retention of "six years after life of building" would likely need to be retained for much longer than just six years.

- 6.7.2 Departments MUST retain legal custody of the imaged records even if outside providers are used to store / host the imaged records.
- a. Contracts/agreements with outside providers shall require that legal custody of the records remains with the City and that all imaged records (including associated metadata) be returned to the City in a format accessible by the City, at the end of the contract / agreement.
 - b. Departments should undertake appropriate mitigation strategies to ensure that they can fully recover records (including associated metadata) which have not met their minimum retention period in the event of vendor failure.
- 6.7.3 Imaged records MUST be protected against alteration and/or deletion, damage, or loss throughout the entire retention period. Specific protective measures may include, but are not limited to:
- a. Establishment of security protocols, and approved administrators and users.
 - b. Employment of system checks and error-checking utilities.
 - c. Implementation of back-ups and disaster preparedness measures.
 - d. Storage of a regular backup at least fifty (50) miles off-site to enable recovery and access to the imaged records in the event of a wide-spread disaster or emergency.
- 6.7.4 Imaged records MUST remain accessible for the minimum retention period. To address technology changes, departments are to either:
- a. Maintain the ability to retrieve and view imaged records in systems and file formats that the City is currently using; or,
 - b. Migrate or export the record images (including associated metadata) to succeeding systems and file formats throughout their required retention periods.
- 6.7.5 Departments must use a records management application which has been certified as DoD 5015.2 compliant for the ongoing storage and management of the imaged records. The City of Lake Stevens currently uses Laserfiche, which meets DoD 5015.2 standards.
- a. A link to a list of DoD 5015.2-certified products is available at <http://jrtc.fhu.disa.mil/cgi/rma/>.
 - b. For Non-Archival records with a required retention of "Permanent" or "Life of the Agency", it is strongly recommended that the department create state standard-compliant thirty-five (35) millimeter security microfilm from the digital scans and transfer it to Washington State Archives' Security Microfilm vault in Olympia. This microfilm

will be inspected for compliance and stored as a disaster backup at no cost.

6.8 Destruction Requirements

6.8.1 Imaged records are to be destroyed only after the minimum required retention period as specified by the approved records retention schedule currently in effect.

6.8.2 Records MUST NOT be destroyed when required for:

- a. Existing public records requests in accordance with chapter 42.56 RCW; or,
- b. Ongoing or reasonably anticipated litigation; or,
- c. Other legal requirements, federal statutes, grant agreements, etc.; or,
- d. Archival transfer.

6.8.3 If changes to the records retention schedules have occurred between the digitizing of the record and their planned destruction, and those changes have altered the minimum retention period (or the Archival designation) of the imaged records, departments must follow the current approved records retention schedule.

6.8.4 Departments should follow defensible disposition practices for the destruction of imaged records. This includes following a regular and systematic schedule for destruction processes. These practices should be consistent with the City's procedures for the lawful destruction of public records in other formats.

6.8.5 Departments shall document the destruction of both paper and scanned records.

- a. Documenting the destruction of public records, *including scanned images*, provides departments with evidence to prove that they retained their records for at least the minimum retention periods.
- b. Departments shall document that the paper was converted and destroyed lawfully under the appropriate disposition authority, and that the images are also destroyed lawfully once the retention requirements have been met.

6.9 Archival Paper Records Disposition after Imaging.

6.9.1 Archival v. Non-Archival Determination

The records retention schedules indicate which types of records have been designated as Archival and which have not. Copies of the current approved records retention schedules are available from Washington State Archives' website:
(www.sos.wa.gov/archives).

6.9.2 Do NOT destroy Archival paper records after scanning .

- a. Departments can image paper records which have been designated as Archival (including Potentially Archival).
- b. However, departments MUST NOT destroy these paper records after scanning, even if the department is following the state law "scanning" requirements and this policy.

6.9.3 Transferring Archival Paper Records to Washington State Archives.

- a. If departments are scanning Archival paper records, they must notify the City Clerk or designee who will contact the Washington State Archives and will arrange to appraise the paper records and possibly transfer the paper records to the State collection.
- b. Do not simply send archival records to the State Archives without notifying the City Clerk or designee first and coordinating the possible transfer.

6.9.4 Transferring the Digitized Records to Washington State Archives.

- a. As part of the appraisal process, Washington State Archives will also discuss with departments the possibility of transferring copies of the imaged records as well.
- b. Having the imaged copies not only facilitates easier access to the records, it also helps preserve the original paper records which will no longer need to be handled as often by the State Archives.

6.9.5 Additional advice regarding the management of public records is available from:

Washington State Archives:
www.sos.wa.gov/archives
recordsmanagement@sos.wa.gov

7.0 RESPONSIBILITIES

The City Clerk/Public Records Officer shall administer this policy and may update as needed.

CITY OF LAKE STEVENS SCAN & TOSS CHECKLIST/APPROVAL FORM

Department: _____

Date: _____

Contact Name: _____

Phone No. _____

Disposition Authority Number (DAN)	Records Series Title	Date Range of Records Requested for Destruction

1. ARE THEY ELIGIBLE?

☐ Only "NON-ARCHIVAL" records are eligible for early destruction after scanning.

2. ARE THE RECORDS BEING SCANNED TO ENSURE A COMPLETE AND ACCURATE COPY?

☐ Quality control procedures implemented to ensure capture of complete and accurate copies.

☐ Short-term records (6 years or fewer) imaged with an acceptable file format such as PDF, PDF/A, JPEG or TIFF.

☐ Long-term records (longer than 6 years) imaged with an acceptable lossless file format such as PDF/A, TIFF or PNG.

☐ Black & White (bitonal) documents containing fonts no smaller than 6-point and grayscale records scanned with a resolution of at least 200 dpi.

☐ Black & White (bitonal) maps, engineering drawings, and other bitonal documents containing fonts smaller than 6-point, fine detail, or poor contrast, scanned with a resolution of at least 300 dpi.

☐ Color records scanned with a resolution of at least 150 dpi. (300 dpi recommended).

3. ARE IMAGES ACCESSIBLE AND PROTECTED FOR THE ENTIRE REQUIRED RETENTION PERIOD?

☐ Appropriate steps taken to protect images from deletion, alteration, or other damage/loss.

☐ Appropriate planning and strategies implemented for migration and technology changes.

☐ Appropriate index methodology to search documents.

APPROVALS:

Department Director/Designee

Date: _____

City Clerk/Public Records Officer/Designee

Date: _____



LAKE STEVENS CITY COUNCIL
STAFF REPORT

Council Agenda

Date: April 23, 2019

Subject: City Council Meeting Schedule

Contact

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

RECOMMENDATION(S)/ACTION REQUESTED OF COUNCIL: Approve changing the May 21, 2019 Council Workshop Meeting to a Special Meeting, and cancellation of the May 28, 2019 Meeting.

SUMMARY/BACKGROUND: After review of upcoming agendas and schedules with the Mayor and Councilmembers, Council requests the following changes to the Council meeting schedule:

- Change the May 21, 2019 Workshop Meeting to a Special Meeting.
- Cancel the May 28, 2019 City Council Regular Meeting

This was discussed at the April 16, 2019 Council Workshop meeting

APPLICABLE CITY POLICIES: LSMC 2.08.030

BUDGET IMPACT: N/A

ATTACHMENTS: None.



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LAKE STEVENS CITY COUNCIL
STAFF REPORT

Council Agenda

Date: April 23, 2019

Subject: Approve Real Estate Purchase and Sale Agreement with Lake Stevens Fire

Contact

Person/Department: John Dyer, Police Chief

Budget

Impact: \$4,500,000

RECOMMENDATION(S)/ACTION REQUESTED OF COUNCIL: **Approve the Real Estate Purchase and Sale Agreement with Lake Stevens Fire District for the purchase of property generally known as the Lake Stevens Fire Administration and Conference Center in the amount of \$4,500,000.**

SUMMARY/BACKGROUND: The City Council previously authorized the City to enter into negotiations with Lake Stevens Fire District for purchase of the property generally known as the Lake Stevens Fire Administration and Conference Center located at 1825 South Lake Stevens Road. The property consists of three parcels and the City plans to locate the Lake Stevens Police Department at this site after the completion of tenant improvements. The City and Fire District successfully negotiated a sale price of \$4,500,000, and the sale was approved by the Fire District Commissioners at their April 9, 2019 meeting.

APPLICABLE CITY POLICIES:

BUDGET IMPACT: \$4,500,000

ATTACHMENTS:

- Exhibit A: Real Estate Purchase and Sale Agreement

**EXHIBIT A
REAL ESTATE PURCHASE AND SALE AGREEMENT**

THIS REAL ESTATE PURCHASE AND SALE AGREEMENT (this "Agreement") is by and between the Lake Stevens Fire District, a Special Purpose District of the State of Washington ("Seller"), and the City of Lake Stevens, a municipal corporation of the State of Washington ("Buyer").

In consideration of the mutual covenants, conditions and promises contained herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Seller and Buyer agree as follows:

1. **Effective Date.** This Agreement is dated and effective as of the date of approval by the Lake Stevens City Council. The City Council shall have thirty (30) days from the execution of this Agreement by Seller to approve the Agreement, otherwise the Seller's signature shall be non-binding and this Agreement shall have no legal effect.

2. **Property to be Purchased.** Seller agrees to sell to Buyer, and Buyer agrees to purchase from Seller, the real property, together with any improvements thereon, legally described in Exhibit A attached hereto and incorporated hereon, located at Lake Stevens, Snohomish County, Washington (the "Property").

3. **Purchase Price.** The purchase price for the Property is Four Million Five Hundred Thousand Dollars and No/100 (\$4,500,000) (the "Purchase Price"). The Purchase Price shall be paid to Seller in U.S. dollars or its equivalent at closing.

4. **Earnest Money Deposit.** Buyer shall deposit with Seller within three days of approval by the Lake Stevens City Council, Twenty Five Thousand and 00/100ths (\$25,000) earnest money in the form of a promissory note payable to Seller at closing.

5. **Title to Property.**

5.1 **Conveyance.** On the Closing Date, Seller shall convey to Buyer fee simple title to the Property by a duly executed and acknowledged standard form Statutory Warranty Deed (the "Deed").

5.2 **Title Commitment.** Within seven (7) calendar days following the Buyer's approval of this Agreement, Seller, at its expense, shall furnish to Buyer a preliminary title insurance commitment (the "Commitment") covering the Property, issued by First American Title Insurance Company (the "Title Company"), together with copies of all recorded documents listed as special exceptions therein. Buyer shall have twenty (20) calendar days after receipt of the Title Report and exceptions within which to notify Seller in writing of Buyer's disapproval of any exceptions shown in the Title Report; provided, however, Buyer shall not be required to object to any monetary liens or encumbrances. Subject to any monetary liens or encumbrances created by Buyer, Seller shall cause any such monetary liens or encumbrances to be removed on or before the Closing. Failure of Buyer to disapprove any exception within the twenty (20) calendar-day period shall be deemed an approval of the exceptions shown in the Title Report. As to any exceptions to

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title placed of record or first identified after issuance of the Title Report or revealed by any supplemental report, there shall be a thirty (30) day period after Buyer's receipt of the supplemental Title Report for Buyer to review and approve such exceptions on the same basis as provided above and the closing date shall be extended by such review period to accommodate such review.

5.3 **Right to Cure Title Defects.** If Buyer disapproves a title exception within the time period provided in Section 5.2, Seller shall have five (5) days following receipt of Buyer's objection to give Buyer written notice specifying which objectionable title exceptions, if any, Seller shall use commercially reasonable efforts to attempt to remove from title on or before the Closing. If Seller gives Buyer such notice, but Seller is unable, despite Seller's commercially reasonable efforts, to remove any such objectionable title defect on or before the Closing, Buyer may elect to either (i) terminate this Agreement, in which event all further rights and obligations of the parties shall cease; or (ii) waive Buyer's previous title objection and to proceed with the purchase of and take the Property subject to such exception, without any reduction in the Purchase Price and otherwise pursuant to the terms of this Agreement. If Seller either: (i) gives Buyer timely notice that Seller has elected not to attempt to remove all of the objected to title exceptions; or (ii) fails to give notice timely to Buyer, Buyer shall have five (5) calendar days after Buyer's receipt of Seller's notice or the expiration of the five (5) day time period, as applicable, to notify Seller in writing of Buyer's election to (a) proceed with the purchase of and take the Property subject to such previously disapproved exceptions without any reduction in the Purchase Price and otherwise pursuant to the terms of this Agreement; or (b) terminate this Agreement, in which event the parties thereafter shall be relieved of any further rights and obligations under this Agreement. If Buyer shall fail to notify Seller timely of its election to proceed under clause (a) above, Buyer shall be deemed to have elected to terminate this Agreement, in which event the parties thereafter shall be relieved of any further rights and obligations under this Agreement, and each party shall bear its own costs incurred under this Agreement.

5.4 **Title Policy.** The parties shall, at Seller's sole expense, cause Title Company to issue to Buyer at Closing a standard form coverage owner's policy of title insurance insuring Buyer's title to the Property in the full amount of the Purchase Price (the "Title Policy"). At Buyer's option and expense, Buyer may require that the title insurance policy to be issued to Buyer at Closing be an ALTA extended coverage owner's policy.

6. **Contingency and Permit Periods.**

6.1 **Buyer's Contingency Period.** Buyer shall have Sixty (60) calendar days from the Effective Date (the "Contingency Period") to satisfy itself concerning the condition of soils; the suitability and condition of the Property; public support for the purchase and the feasibility of developing the Property for Buyer's intended use; and in addition, to satisfy all legal requirements affecting Buyer's purchase of the Property, including any necessary public hearings, comprehensive plan and code amendment.. Buyer shall diligently and continuously work to resolve and satisfy itself with respect to the foregoing matters. If Buyer determines (in its sole and complete discretion) that it is not satisfied with such matters, Buyer may, at any time on or before 5 p.m. (Pacific Time) on the last day of the Contingency Period, rescind this Agreement by giving written notice to Seller. In the event of such rescission, this Agreement thereafter shall be null and void and neither party shall have any obligation to the other. If Buyer does not notify Seller that it is rescinding this Agreement within the time period specified above, then the foregoing conditions shall be deemed waived. During the contingency period, Buyer may enter upon the

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property for purposes of inspection and testing. Buyer shall reimburse Seller for any damages it causes to the property during any inspection or testing and shall hold Seller harmless from any injuries to Buyer's officials, employees, consultant's or other representatives performing the testing or inspection, incurred on the property during such inspection or testing.

7. **Brokers and Commissions.** There are no Brokers and Commissions involved in this transaction.

8. **Closing.**

8.1 **Closing Date.** This purchase and sale will be closed at the Title Company's Everett, WA. Office or other location agreed to by the parties. The closing ("Closing") will occur no later than 120 days after the City notifies the District that it is waiving the Contingency set forth in Section 6.1. If Closing does not occur on or before the Closing Date, or any later date mutually agreed to in writing by Seller and Buyer (which date shall then become the "Closing Date"), the escrow agent shall immediately terminate the escrow and return all documents to the party that deposited them.

8.2 **Real Property Prorations.** All revenues and expenses of the Property, including but not limited to, real property taxes, special assessments, rents, water, sewer and utility charges, and other expenses normal to the ownership, use, operation and maintenance of the Property shall be prorated as of 12:01 a.m. on the Closing Date. Seller and Buyer hereby agree that if any of the aforesaid prorations cannot be calculated accurately on the Closing Date, then the same shall be calculated within thirty (30) days after the Closing Date and either party owing the other party a sum of money based on subsequent prorations(s) shall promptly pay said sum to the other party. If payment is not made within ten (10) days after delivery of a bill therefore, the owing party shall pay interest on such amounts at the rate of eight percent (8%) per annum from the Closing Date to the date of payment.

8.3 **Seller's Escrow Deposits.** On or before the Closing Date, Seller shall deposit into escrow the following:

8.3.1 the duly executed and acknowledged Deed;

8.3.2 a duly executed and completed Real Estate Excise Tax Affidavit;

8.3.3 a duly executed non-foreign affidavit pursuant to Section 1445 of the Internal Revenue Code of 1986, as amended; and

8.3.4 all documents and/or funds required to remove all monetary liens, encumbrances or assessments and to pay Seller's closing costs described in Section 8.6.1.

8.4 **Buyer's Escrow Deposits.** On or before the Closing Date, Buyer shall deposit into escrow the following:

8.4.1 cash in an amount sufficient to pay the Purchase Price, plus the Buyer's closing costs described in Section 8.6.2; and

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8.4.2 a duly executed and completed Real Estate Excise Tax Affidavit.

8.5 **Additional Instruments and Documents.** Seller and Buyer shall each deposit into escrow any other instruments and documents that are reasonably required by the escrow agent or otherwise required to close the escrow and consummate the purchase and sale of the Property in accordance with this Agreement.

8.6 **Closing Costs.**

8.6.1 **Seller's Costs.** At Closing, Seller shall pay (a) the premium for the title policy; (b) the real estate excise taxes applicable to the sale, if any; (c) one-half (1/2) of Title Company's escrow fee; and (d) one-half of the cost of recording the Deed.

8.6.2 **Buyer's Costs.** At Closing, Buyer shall pay (a) one-half (1/2) of the cost of recording the Deed; (b) one-half (1/2) of the Title Company's escrow fee; and (c) the premiums for any title policy endorsements or extended coverage requested by Buyer.

8.7 **Possession.** Buyer shall be entitled to possession upon Closing.

8.8 **Condition Precedent to Buyer's Obligations.** Buyer's obligation to close the purchase of the Property in accordance with the terms of this Agreement is expressly conditioned on, and subject to satisfaction of the following condition precedent, which is intended solely for the benefit of Buyer. If the foregoing condition is not satisfied, Buyer shall have the right, at its sole election, either to waive the condition and proceed with the purchase or in the alternative, to pursue any of the remedies set forth in Section 11.1 of this Agreement.

8.8.1 **Performance by Seller.** Seller shall have timely performed all obligations required by this Agreement to be performed by it. If this condition is not satisfied, Buyer shall have the right, at its sole discretion, either to waive the condition in question and proceed with the purchase or in the alternative, to pursue any of the remedies set forth in Section 11.1 of this Agreement.

8.8.2 **Representations and Warranties.** All of Seller's representations and warranties contained in or made pursuant to this Agreement shall have been true and correct when made and shall be true and correct as of the Closing Date, and Seller shall have complied with all of Seller's covenants and agreements contained in or made pursuant to this Agreement. If this condition is not satisfied, Buyer shall have the right, at its sole discretion, either to waive the condition in question and proceed with the purchase or in the alternative, to pursue any of the remedies set forth in Section 11.1 of this Agreement.

8.9 **Condition Precedent to Seller's Obligations.** Seller's obligation to sell the Property at Closing under this Agreement is expressly conditioned on, and subject to satisfaction of the following condition precedent, which is intended solely for the benefit of Seller. If the foregoing conditions are not satisfied, Seller shall have the right, at its sole election, to the remedy set forth in Section 11.2 of this Agreement.

8.9.1 **Performance by Buyer.** Buyer shall have timely performed all obligations required by this Agreement to be performed by it.

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9. **Representations and Warranties.**

9.1 **Seller's Representations and Warranties.** Seller represents and warrants to Buyer that the following facts are true as of the parties' mutual execution of this Agreement and as of the Closing Date:

9.1.1 **No Litigation.** Except as disclosed in writing by Seller to Buyer, there is no pending or threatened litigation or administrative action with respect to the Property or to the Seller's interest in the Property.

9.1.2 **Authority of Seller.** This Agreement is a valid and binding obligation of the Seller, enforceable against Seller in accordance with its terms. No authorizations or approvals, whether of organizational bodies, governmental bodies, or otherwise, will be necessary in order for Seller to enter into this Agreement and to perform Seller's obligations as set forth herein. The consummation of the transactions contemplated hereunder will not conflict with or result in the breach of any law, regulation, writ, injunction or decree of any court or governmental instrumentality applicable to Seller or to the Property.

9.1.3 **Non-foreign Status/At-Source Withholding.** Seller represents and warrants none of the individuals constituting the "Seller" are a "foreign person" as defined in Section 1445 of the Internal Revenue Code of 1954, as amended. Seller shall deliver to Buyer at Closing a Certificate of Non-foreign Status setting forth Seller's address and certifying that it is not a foreign person as so defined.

9.1.4 **Other Agreements.** There are no other contracts or agreements in force or effect for the sale of, or a right of first refusal or option for, all or any portion of the Property, and Seller agrees: (a) not to enter into any such contracts or agreements between the date hereof and Closing and (b) to use its best efforts to terminate any such contracts that come to its attention between the date hereof and Closing. There are no contracts or other agreements affecting the Property that will not be terminated at or prior to Closing.

9.1.5 **Encumbrances.** Seller's execution, delivery and fulfillment of its obligations under this Agreement shall not result in any default or violation of any agreement by which Seller is bound or which will result in any lien, charge or encumbrance on the Property.

9.1.6 **Existing Leases.** There are existing leases on the Property that will be assigned to Buyer at closing. Buyer has had an opportunity to review such leases and the existence of such leases shall be considered acceptable encumbrances on the property.

9.1.7 **Environmental.** Seller has not generated, stored, released or disposed of any substance or material on the Property, the generation, storage or disposal of which is regulated under the Comprehensive Response, Compensation and Liability Act, 42 U.S.C. Section 9601 et seq., the Model Toxics Control Act (Chapter 70.105D RCW), or any comparable law, regulation, ordinance or order of any governmental body, except in compliance with such laws, regulations, ordinance or orders. Seller has obtained (and

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is in compliance with) all permits, licenses and other authorizations that are required under all federal, state and local environmental requirements customarily known to and followed by owners and operators of land similar to the Property and located in the area in which the Property is located, including any such laws, regulations or ordinances relating to emissions, discharges, releases or threatened releases of materials into the environment or otherwise relating to the use, treatment, storage, disposal, transport or handling of such materials. Neither Seller, nor to the best of Seller's knowledge, any prior owner, occupant or user of the Property has received any notice or other communications concerning any alleged violation of any environmental requirements. To the best of Seller's knowledge, there is not constructed, placed, deposited, stored, disposed of or located on the Property (i) any PCBs or transformers, capacitors, ballasts or other equipment which contains dielectric fluid containing PCBs; or (ii) any underground storage tanks. Any breach of this warranty prior to the Closing Date shall entitle the Buyer to terminate this Agreement. Upon such termination, the escrow will be terminated, all documents and other funds will be returned to the party who deposited them, and neither party will have any further rights or obligations under this Agreement except as otherwise provided in this Agreement.

9.1.8 **Completeness of Statements.** To the best of Seller's knowledge, no representation or warranty by Seller in this Agreement or in any written material furnished by Seller to Buyer pursuant to or in connection with this Agreement, contains any untrue statement of a material fact or omits to state a material fact necessary to make any statement herein or therein not misleading.

9.2 **Buyer's Representations and Warranties.** Buyer represents and warrants to Seller that the following facts are true as of the date of the parties' mutual execution of this Agreement and as of the Closing Date:

9.2.1 **Pending Actions.** To Buyer's knowledge, there is no action, suit, arbitration, unsatisfied order or judgment, or proceeding pending against Buyer, which if adversely determined, could materially interfere with Buyer's consummation of the transactions contemplated by this Agreement.

9.2.2 **Authority of Buyer.** This Agreement is a valid and binding obligation of Buyer, enforceable against Buyer in accordance with its terms. No authorizations or approvals, whether of governmental bodies or otherwise, will be necessary in order for Buyer to enter into this Agreement and to perform its obligations as set forth herein. Neither the execution and delivery of this Agreement nor the consummation of the transactions contemplated hereunder will conflict with or result in the breach of any law, regulation, writ, injunction or decree of any court or governmental instrumentality applicable to Buyer or to the Property.

9.3 **Seller's Disclosure Statement.** Pursuant to RCW 64.06.010(7) and RCW 64.06.015(1) Buyer expressly waives Buyer's right to receive a Seller's Disclosure Statement and upon satisfaction of the Feasibility Period, Buyer agrees to purchase the property as-is in its existing condition.

10. **Maintenance of Property Pending Closing.** At all times before the Closing, Seller shall manage and operate the Property in a manner consistent with Seller's past practices. Seller agrees: (a) to maintain all usual and necessary business records pertaining to the Property, consistent with Seller's past practices; (b) to maintain the Property in its current condition and state of repair (normal wear and tear and casualty loss excepted); and (c) to maintain its existing property and casualty insurance on the Property.

11. **Default.**

11.1 **By Seller.** If there is an event of default under this Agreement by Seller, including, without limitation, the failure by Seller to satisfy any condition precedent pursuant to Sections 8.8, Buyer will be entitled (a) to seek specific performance of Seller's obligations under this Agreement; (b) to terminate this Agreement by written notice to Seller and Escrow Agent; and (c) if Buyer elects either option (a) or (b), as hereinbefore set forth, Buyer may obtain payment from Seller of all damages incurred by Buyer as a result of such default. If Buyer terminates this Agreement pursuant to this Section 11.1 the escrow will be terminated all documents will be immediately returned to the party who deposited them, and neither party will have any further rights or obligations under this Agreement, except as otherwise provided in this Agreement other than that Seller shall pay (i) to Buyer those costs and expenses which Buyer notifies Seller that Buyer has incurred in connection with this Agreement; (ii) all damages incurred by Buyer; and (iii) any costs of terminating the escrow and any cancellation fee for the Commitment.

11.2 **By Buyer.** In the event Buyer fails, without legal excuse, to complete the purchase of the Property, then the escrow will be terminated, the earnest money will be paid to Seller and all documents will be immediately returned to the party who deposited them, and neither party will have any further rights or obligations under this Agreement, except as otherwise provided in this Agreement other than that Buyer shall pay any costs of terminating the escrow and any cancellation fee for the Commitment.

12. **Miscellaneous.**

12.1 **Binding Effect.** This Agreement shall be binding upon and inure to the benefit of the parties, and their respective heirs, personal representatives, successors, and assigns. No assignment of this Agreement by Buyer shall operate to relieve Buyer from any of its liabilities under this Agreement.

12.2 **Notices.** Any notice under this Agreement must be in writing and be personally delivered, delivered by recognized overnight courier service or given by mail or via facsimile. Any notice given by mail must be sent, postage prepaid, by first class, certified or registered mail, return receipt requested. All notices must be addressed to the parties at the following addresses or at such other addresses as the parties may from time to time direct in writing:

If to Seller, to:	Lake Stevens Fire
	Attn: Fire Chief Kevin O'Brien
	1825 South Lake Stevens Road
	Lake Stevens, WA 98258

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If to Buyer, to:

Any notice will be deemed to have been given, if personally delivered, when delivered, and if delivered by courier service, one (1) business day after deposit with the courier service, and if mailed, two (2) business days after deposit at any post office in the United States of America, and if delivered via facsimile, the same day as transmission is verified; provided that any verification that occurs after 5 p.m. on a business day, or at any time on a Saturday, Sunday or holiday, will be deemed to have occurred as of 9 a.m. on the following business day.

12.3 **Authority.** The parties each represent and warrant that the persons signing below have the requisite authority to bind them.

12.4 **Amendments.** This Agreement may be amended or modified only by a written instrument executed by Seller and Buyer.

12.5 **Governing Law; Venue.** This Agreement will be governed by and construed exclusively in accordance with the laws of the State of Washington. Venue for any action arising out of this Agreement shall be in Snohomish County Superior Court.

12.6 **Entire Agreement.** This Agreement and the exhibit hereto constitute the entire agreement between the parties with respect to the purchase and sale of the Property and supersede all prior agreements and understandings between the parties relating to the subject matter of this Agreement.

12.7 **Attorneys' Fees.** In the event either party hereto finds it necessary to bring an action at law or other proceeding against the other party to enforce any of the terms, covenants or conditions hereof or any instrument executed pursuant to this Agreement, or by reason of any breach or default hereunder or thereunder, the party prevailing in any such action or proceeding shall be paid all costs and reasonable attorneys' fees by the other party and in the event any judgment is secured by such prevailing party, all such costs and attorneys' fees shall be included in any such judgment. The reasonableness of such costs and attorneys' fees shall be determined by the court and not a jury.

12.8 **Time of the Essence.** Time is of the essence of this Agreement.

12.9 **Waiver.** Neither Seller's nor Buyer's waiver of the breach of any covenant under this Agreement will be construed as a waiver of the breach of any other covenants or as a waiver of a subsequent breach of the same covenant.

12.10 **Negotiation and Construction.** This Agreement and each of its terms and provisions are deemed to have been explicitly negotiated between the parties, and the language in all parts of this Agreement will, in all cases, be construed according to its fair meaning and not strictly for or against either party.

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12.11 **Tax Effect.** No party has made or is making any representations to the other concerning any of the tax effects of the transactions provided for in this Agreement. No party shall be liable for or in any way responsible to any other party because of any tax effect resulting from the transactions provided for in this Agreement.

12.12 **Representation.** It is agreed and acknowledged that the firm of Ogden Murphy Wallace P.L.L.C. represented only the Buyer in the drafting of this Agreement, and Seller acknowledges that it is entitled to seek separate legal counsel regarding this Agreement.

12.13 **Survival.** Sections 5.2, 12.1, 12.4, 12.5, 12.7, 12.9, 12.11, 12.12 and 12.13 shall survive the Closing of this Agreement.

12.14 **Counterparts; Scanned or Facsimile Signatures.** This Agreement may be executed in any number of counterparts, and all counterparts shall be deemed to constitute a single agreement. The execution and delivery of one counterpart by any party shall have the same force and effect as if the party had signed all other counterparts. Delivery by facsimile or by e-mail of a .PDF of an executed counterpart shall have the same effect as physical delivery of an original.

IN WITNESS WHEREOF, the parties have caused this Agreement to be duly executed as of the last date set forth below.

SELLER:

LAKE STEVENS FIRE DISTRICT

By: 
Fire Chief Kevin O'Brien

Date: 4/9/19

BUYER:

CITY OF LAKE STEVENS (following City Council approval and authorization for Mayor to sign.)

By: _____
Mayor

Date: _____

Attest:

By: _____
City Clerk

Date: _____

Approved as to Form:

City Attorney

By: _____

Date: _____

EXHIBIT A
LEGAL DESCRIPTIONS

The real property is situate in the City of Lake Stevens, Snohomish County, State of Washington, consisting of the following three tax parcels legally described as follows:

Parcel 004797-000-0206

Section 19 Township 29 Range 06 Quarter SW Subdivision IDEAL GARDEN TRS BLK 000 D-06 –SEGD FOR TAX PURPOSES ONLY—TH PTN W 75FT OF E 375FT OF S 167FT OF N 187FT TR 2 SD PLAT EXC N 10FT THOFFOR RDS TO SNO CO PER SWD REC UND AFN 200608250193 LY S FDL – COM SE COR SD PAR TH NO2*50 18E ALG E LN THOF 80.42FT TO BEG SD LN TH N87*58 32W 52.13FT TH N84*41 47W 22.90FT TO W LN SD PAR & TERM SD LN(AS CONVD BY SWD REC UND AFN 200907171125) TGW W 75FT OF E 450FT OF S 167FT OF N 187FT TR 2 SD PLAT EXC TH PTNS (N 10FT) CONVD TO SNO CO FOR R/W PER SWD REC UND AF NOS 200608250192 & 200608250193

004797-0000-0201

IDEAL GARDEN TRACTS BLK 000 D-01 – LOT 2 LESS E 150FT & LESS N 187FT OF W 300FT OF E 450FT TR 2 ALSO LESS FDP COM SE COR TR 2 TH S89*53 21W ALG S LN SD TR 2 FOR 150.09FT TO TPB TH S89*53 21W ALG S LNSD TR 2 FOR 506.11FT TAP ON E MGN SOUTH LK STEVENS RD TH IN NELY DIR ALG SD MGN ON A 603.49FT RAD CRV TO L HAVG C/A OF 04*04 23 & ARC OF 42.90FT TH N89*53 21E ON A LN 38FT N OF & PLTS S LN OF SD TR 2FOR 168.44FT TH NO1*53 25E ON A LN PLW ELY LN SD TR 2 FOR 104.71FT TH N89*59 54E ON A LN 187FT S OF & PLT N LN SD TR FOR 319.08FT TH S01*53 25W ON A LN 150FT W OF & PLT E LN SD TR 2 FOR 142.12FT TOTPB & EXC CO RD ON NORTH AKA PAR C OF SP 129 (4-77) REC AFT 7709090357 - & AMEND PER AFN 200406040651 LESS R/W TO SNO CO PER SWD REC AFN 200412160713

004797-0000-0208

Section 19 Township 29 Range 06 Quarter SW IDEAL GARDENS TRS BLK 000 D-08 – COM SE COR TR 2 TH S89*53 21W ALG S LN SD TR 2 FOR 150.09FT TH N01*53 25E ON LN 150FT W OF & PLT E LN SD TR 2 FOR 142.12FT TH S89*59 54W ON LN 187FT S OF & PLT N LN SD TR 2 FOR 141.08FT TO TPB TH S01*53 25W ON LN PLW E LN SD TR 2 FOR 142.39FT TH S89*53 21W ON S LN SD TR 2 FOR 365.02FT TAP ON E MGN S LK STEVENS RDTH IN NELY DIR ALG SD MGN ON 603.49FT RAD CRV TO L HAVG C/A 04*04 23 & ARC 42.90FT TH N89*53 21E ON LN 38FT N OF & PLT S LN SD TR 2 FOR 168.44FT TH N01*53 25E ON LN PLW ELY LN SD TR 2 FOR 104.71FT THN89*59 54E ON LN 187FT S OF & PLT N LN SD TR 178FT TO TPB AKA PAR B SP 129 (4-77) REC UND AFN 7709090357 & AMEND BY AFN 200406040651 & EXC WLY 5FT TO SNO CO PER SWD REC UND AFN 200405120108

ZOB

004797-00000-205

Section 19 Township 29 Range 06 Quarter SW Subdivision IDEAL GARDEN TRS BLK 000 D-05 --SEGD FOR TAX PURPOSES ONLY-- TH PTN W 75FT OF E 375FT OF S 167FT OF N 187FT TR 2 SD PLAT EXC N 10FT THOFFOR RDS TO SNO CO PER SWD REC UND AFN 200608250193 LY N FDL - COM SE COR SD PAR TH N02*50 18E ALG E LN THOF 80.42FT TO BEG SD LN TH N87*58 32W 52.13FT TH N84*41 47W 22.90FT TO W LN SD PAR & TERM SD LN(AS CONVYD BY SWD REC UND AFN 200907171187)

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LAKE STEVENS CITY COUNCIL
STAFF REPORT

Council Agenda Date: 23 April 2019

Subject: City Police Department

Contact	Aaron Halverson, Capital Projects	Budget	\$292,700.00
Person/Department:	Coordinator, Public Works	Impact:	

RECOMMENDATION(S)/ACTION REQUESTED OF COUNCIL: Authorize the Mayor to execute a Professional Services Agreement with MJ Neal Associates to provide architectural services for the tenant improvements to convert a fire department administration building into a police station at 1825 South Lake Stevens Road.

SUMMARY/BACKGROUND:

The Scope of Work includes architectural, mechanical, plumbing and electrical design for a police station at 1825 South Lake Stevens Road, including:

- Modification of Building C, the current Lake Stevens Fire Department Administrative Building, a two-story building at 1825 S Lake Stevens Road for the primary public access to services on the ground level with patrol and internal operations on the upper floor. A final determination of locations and arrangement of spaces will be completed as part of the initial design phase.
- Modification of Building E, the single-story structure currently used as a conference/meeting space, to be repurposed for offices and conference rooms. A final determination of locations and arrangement of spaces will be completed as part of the initial design phase.
- Replacement of Building F, currently a storage structure located in a former residential structure.
- Building D also to be acquired with the property will remain lease space as it relates to this proposal. Future opportunities for repurposing will be addressed later.
- Budget will be a key consideration throughout the project with a cost estimate prepared early in the process at schematic design phase.

APPLICABLE CITY POLICIES: N/A

BUDGET IMPACT: \$292,700

ATTACHMENTS:

- Attachment A: Professional Services Agreement with MJ Neal

ATTACHMENT A

PROFESSIONAL SERVICES AGREEMENT BETWEEN CITY OF LAKE STEVENS, WASHINGTON AND MJ NEAL ASSOCIATES, ARCHITECTS, PLLC FOR CONSULTANT SERVICES

THIS AGREEMENT ("Agreement") is made and entered into by and between the City of Lake Stevens, a Washington State municipal corporation ("City"), and MJ Neal Associates, Architects, PLLC, a Washington Professional Limited Liability Company, ("Consultant").

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

ARTICLE I. PURPOSE

The purpose of this Agreement is to provide the City with consultant services as described in Article II. The general terms and conditions of the relationship between the City and the Consultant are specified in this Agreement.

ARTICLE II. SCOPE OF SERVICES

The Scope of Services is attached hereto as **Exhibit "A"** and incorporated herein by this reference ("Scope of Services"). All services and materials necessary to accomplish the tasks outlined in the Scope of Services shall be provided by the Consultant unless noted otherwise in the Scope of Services or this Agreement. All such services shall be provided in accordance with the standards of the Consultant's profession.

ARTICLE III. OBLIGATIONS OF THE CONSULTANT

III.1 MINOR CHANGES IN SCOPE. The Consultant shall accept minor changes, amendments, or revision in the detail of the Scope of Services as may be required by the City when such changes will not have any impact on the service costs or proposed delivery schedule. Extra work, if any, involving substantial changes and/or changes in cost or schedules will be addressed as follows:

Extra Work. The City may desire to have the Consultant perform work or render services in connection with each project in addition to or other than work provided for by the expressed intent of the Scope of Services in the scope of services. Such work will be considered as extra work and will be specified in a written supplement to the scope of services, to be signed by both parties, which will set forth the nature and the scope thereof. All proposals for extra work or services shall be prepared by the Consultant at no cost to the City. Work under a supplemental agreement shall not proceed until executed in writing by the parties.

III.2 WORK PRODUCT AND DOCUMENTS. The work product and all documents produced under this Agreement shall be furnished by the Consultant to the City, and upon completion of the work shall become the property of the City, except that the Consultant may retain one copy of the work product and documents for its records. The Consultant will be responsible for the accuracy of the work, even though the work has been accepted by the City.

In the event that the Consultant shall default on this Agreement or in the event that this Agreement shall be terminated prior to its completion as herein provided, all work product of the Consultant, along

with a summary of work as of the date of default or termination, shall become the property of the City. Upon request, the Consultant shall tender the work product and summary to the City. Tender of said work product shall be a prerequisite to final payment under this Agreement. The summary of work done shall be prepared at no additional cost to the City.

Consultant will not be held liable for reuse of documents produced under this Agreement or modifications thereof for any purpose other than those authorized under this Agreement without the written authorization of Consultant.

III.3 TERM. The term of this Agreement shall commence upon full signing and shall terminate at midnight, December 31, 2020. The parties may extend the term of this Agreement by written mutual agreement.

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

III.5 EMPLOYMENT.

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

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

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

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

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

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

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

III.6 INDEMNITY.

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

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

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

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

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

III.7 INSURANCE.

a. **Insurance Term**
The Consultant shall procure and maintain insurance, as required in this Section, without interruption from commencement of the Contractor's work through the term of the contract and for thirty (30) days after the Physical Completion date, unless otherwise indicated herein

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

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

- (1) Automobile Liability insurance covering all owned, non-owned, hired and

leased vehicles. Coverage shall be written on Insurance Services Office (ISO) form CA 00 01.

- (2) Commercial General Liability insurance shall be written at least as broad on ISO occurrence form CG 00 01 and shall cover liability arising from premises, operations, independent contractors, products-completed operations, stop gap liability, personal injury and advertising injury, and liability assumed under an insured contract. The Commercial General Liability insurance shall be endorsed to provide a per project general aggregate limit using ISO form CG 25 03 05 09 or an equivalent endorsement. There shall be no exclusion for liability arising from explosion, collapse or underground property damage. The City shall be named as an additional insured under the Consultant's Commercial General Liability insurance policy with respect to the work performed for the City using an additional insured endorsement CG 20 10 10 01 and Additional Insured-Completed Operations endorsement CG 20 37 10 01 or substitute endorsements providing at least as broad coverage.
- (3) Workers' Compensation coverage as required by the Industrial Insurance laws of the State of Washington.
- (4) Professional Liability insurance appropriate to the Consultant's profession.

d. **The minimum insurance limits shall be as follows:**

Consultant shall maintain the following insurance limits:

- (1) Comprehensive General Liability. Insurance shall be written with limits no less than \$1,000,000 each occurrence, \$2,000,000 general aggregate and \$2,000,000 products-completed operations aggregate limit.
- (2) Automobile Liability. \$1,000,000 combined single limit per accident for bodily injury and property damage.
- (3) Workers' Compensation. Workers' compensation limits as required by the Workers' Compensation Act of Washington.
- (4) Professional Liability/Consultant's Errors and Omissions Liability. \$1,000,000 per claim and \$1,000,000 as an annual aggregate.

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

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

g. **Verification of Coverage.** In signing this agreement, the Consultant is acknowledging and representing that required insurance is active and current. Consultant shall furnish the City with original certificates and a copy of the amendatory endorsements, including

but not necessarily limited to the additional insured endorsement, evidencing the insurance requirements of the Consultant before commencement of the work. Further, throughout the term of this Agreement, the Consultant shall provide the City with proof of insurance upon request by the City.

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

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

j. **Public Entity Full Availability of Consultant Limits.** If the Consultant maintains higher insurance limits than the minimums shown above, the Public Entity shall be insured for the full available limits of Commercial General and Excess or Umbrella liability maintained by the Consultant, irrespective of whether such limits maintained by the Consultant are greater than those required by this contract or whether any certificate of insurance furnished to the Public Entity evidences limits of liability lower than those maintained by the Consultant.

k. **Subcontractors' Insurance.** The Contractor shall cause each and every Subcontractor to provide insurance coverage that complies with all applicable requirements of the Contractor-provided insurance as set forth herein, except the Contractor shall have sole responsibility for determining the limits of coverage required to be obtained by Subcontractors. The Contractor shall ensure that the Public Entity is an additional insured on each and every Subcontractor's Commercial General liability insurance policy using an endorsement as least as broad as ISO CG 20 10 10 01 for ongoing operations and CG 20 37 10 01 for completed operations.

III.8 DISCRIMINATION PROHIBITED AND COMPLIANCE WITH EQUAL OPPORTUNITY LEGISLATION. The Consultant agrees to comply with equal opportunity employment and not to discriminate against client, employee, or applicant for employment or for services because of race, creed, color, religion, national origin, marital status, sex, sexual orientation, age or handicap except for a bona fide occupational qualification with regard, but not limited to, the following: employment upgrading; demotion or transfer; recruitment or any recruitment advertising; layoff or terminations; rates of pay or other forms of compensation; selection for training, rendition of services. The Consultant further agrees to maintain (as appropriate) notices, posted in conspicuous places, setting forth the provisions of this nondiscrimination clause. The Consultant understands and agrees that if it violates this nondiscrimination provision, this Agreement may be terminated by the City, and further that the Consultant will be barred from performing any services for the City now or in the future, unless a showing is made satisfactory to the City that discriminatory practices have been terminated and that recurrence of such action is unlikely.

III.9 UNFAIR EMPLOYMENT PRACTICES. During the performance of this Agreement, the Consultant agrees to comply with RCW 49.60.180, prohibiting unfair employment practices.

III.10 LEGAL RELATIONS. The Consultant shall comply with all federal, state and local laws and ordinances applicable to work to be done under this Agreement. The Consultant represents that the firm and all employees assigned to work on any City project are in full compliance with the statutes of the State of Washington governing activities to be performed and that all personnel to be assigned to the work required under this Agreement are fully qualified and properly licensed to perform the work to which they will be assigned. This Agreement shall be interpreted and construed in accordance with the laws of Washington. Venue for any litigation commenced relating to this Agreement shall be in Snohomish County Superior Court.

III.11 INDEPENDENT CONTRACTOR.

a. The Consultant and the City understand and expressly agree that the Consultant is an independent contractor in the performance of each and every part of this Agreement. The Consultant expressly represents, warrants and agrees that his status as an independent contractor in the performance of the work and services required under this Agreement is consistent with and meets the six-part independent contractor test set forth in RCW 51.08.195 or as hereafter amended. The Consultant, as an independent contractor, assumes the entire responsibility for carrying out and accomplishing the services required under this Agreement. The Consultant shall make no claim of City employment nor shall claim any related employment benefits, social security, and/or retirement benefits.

b. The Consultant shall be solely responsible for paying all taxes, deductions, and assessments, including but not limited to federal income tax, FICA, social security tax, assessments for unemployment and industrial injury, and other deductions from income which may be required by law or assessed against either party as a result of this Agreement. In the event the City is assessed a tax or assessment as a result of this Agreement, the Consultant shall pay the same before it becomes due.

c. The City may, during the term of this Agreement, engage other independent contractors to perform the same or similar work that the Consultant performs hereunder.

d. Prior to commencement of work, the Consultant shall obtain a business license from the City.

III.12 CONFLICTS OF INTEREST. The Consultant agrees to and shall notify the City of any potential conflicts of interest in Consultant's client base and shall obtain written permission from the City prior to providing services to third parties where a conflict or potential conflict of interest is apparent. If the City determines in its sole discretion that a conflict is irreconcilable, the City reserves the right to terminate this Agreement.

III.13 CITY CONFIDENCES. The Consultant agrees to and will keep in strict confidence, and will not disclose, communicate or advertise to third parties without specific prior written consent from the City in each instance, the confidences of the City or any information regarding the City or services provided to the City.

III.14 SUBCONTRACTORS/SUBCONSULTANTS.

a. The Consultant shall be responsible for all work performed by subcontractors/subconsultants pursuant to the terms of this Agreement.

b. The Consultant must verify that any subcontractors/subconsultants they directly hire meet the responsibility criteria for the project. Verification that a subcontractor/subconsultant has proper license and bonding, if required by statute, must be included in the verification process. The Consultant will use the following Subcontractors/Subconsultants or as set forth in Exhibit ____:

c. The Consultant may not substitute or add subcontractors/subconsultants without the written approval of the City.

d. All Subcontractors/Subconsultants shall have the same insurance coverages and limits as set forth in this Agreement and the Consultant shall provide verification of said insurance coverage.

ARTICLE IV. OBLIGATIONS OF THE CITY

IV.1 PAYMENTS.

a. The Consultant shall be paid by the City for services rendered under this Agreement as described in the Scope of Services and as provided in this section. In no event shall the compensation paid to Consultant under this Agreement exceed \$292,700.00 without the written agreement of the Consultant and the City. Such payment shall be full compensation for work performed and services rendered and for all labor, materials, supplies, equipment and incidentals necessary to complete the work. In the event the City elects to expand the scope of services from that set forth in Exhibit A, the City shall pay Consultant a mutually agreed amount.

b. The Consultant shall submit a monthly invoice to the City for services performed in the previous calendar month in a format acceptable to the City. The Consultant shall maintain time and expense records and provide them to the City upon request.

c. The City will pay timely submitted and approved invoices received before the 20th of each month within thirty (30) days of receipt.

IV.2 CITY APPROVAL. Notwithstanding the Consultant's status as an independent contractor, results of the work performed pursuant to this Agreement must meet the approval of the City, which shall not be unreasonably withheld if work has been completed in compliance with the Scope of Services and City requirements.

IV.3 MAINTENANCE/INSPECTION OF RECORDS.

a. The Consultant shall maintain all books, records, documents and other evidence pertaining to the costs and expenses allowable under this Agreement in accordance with generally accepted accounting practices. All such books and records required to be maintained by this Agreement shall be subject to inspection and audit by representatives of the City and/or the Washington State Auditor at all reasonable times, and the Consultant shall afford the proper facilities for such inspection and audit. Representatives of the City and/or the Washington State Auditor may copy such books, accounts and records where necessary to conduct or document an audit. The Consultant shall preserve and make available all such books of account and records for a period of three (3) years after final payment under this Agreement. In the event that any audit or

inspection identifies any discrepancy in such financial records, the Consultant shall provide the City with appropriate clarification and/or financial adjustments within thirty (30) calendar days of notification of the discrepancy.

b. Public Records.

The parties agree that this Agreement and records related to the performance of the Agreement are with limited exception, public records subject to disclosure under the Public Records Act RCW 42.56. Further, in the event of a Public Records Request to the City, the City may provide the Consultant with a copy of the Records Request and the Consultant shall provide copies of any City records in Consultant's possession, necessary to fulfill that Public Records Request. If the Public Records Request is large the Consultant will provide the City with an estimate of reasonable time needed to fulfill the records request.

ARTICLE V. GENERAL

V.1 NOTICES. Notices to the City and Consultant shall be sent to the following addresses:

To the City:

City of Lake Stevens
Attn: City Clerk
Post Office Box 257
Lake Stevens, WA 98258
Telephone: 425-622-9400

To the Consultant:

MJ Neal Associates, Architects, PLLC
Attn: Mark J. Neal
PO Box 1945
Wenatchee, WA 98807
Telephone: 509-663-6455

Receipt of any notice shall be deemed effective three (3) days after deposit of written notice in the U.S. mail with proper postage and address.

V.2 TERMINATION. The right is reserved by the City to terminate this Agreement in whole or in part at any time upon ten (10) calendar days' written notice to the Consultant.

If this Agreement is terminated in its entirety by the City for its convenience, the City shall pay the Consultant for satisfactory services performed through the date of termination in accordance with payment provisions of Section IV.1.

V.3 DISPUTES. The parties agree that, following reasonable attempts at negotiation and compromise, any unresolved dispute arising under this Agreement may be resolved by a mutually agreed-upon alternative dispute resolution of arbitration or mediation.

V.4 EXTENT OF AGREEMENT/MODIFICATION. This Agreement, together with attachments or addenda, represents the entire and integrated Agreement between the parties and supersedes all prior negotiations, representations, or agreements, either written or oral. This Agreement may be amended, modified or added to only by written instrument properly signed by both parties.

V.5 SEVERABILITY.

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

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

V.6 NONWAIVER. A waiver by either party hereto of a breach by the other party hereto of any covenant or condition of this Agreement shall not impair the right of the party not in default to avail itself of any subsequent breach thereof. Leniency, delay or failure of either party to insist upon strict performance of any agreement, covenant or condition of this Agreement, or to exercise any right herein given in any one or more instances, shall not be construed as a waiver or relinquishment of any such agreement, covenant, condition or right.

V.7 FAIR MEANING. The terms of this Agreement shall be given their fair meaning and shall not be construed in favor of or against either party hereto because of authorship. This Agreement shall be deemed to have been drafted by both of the parties.

V.8 GOVERNING LAW. This Agreement shall be governed by and construed in accordance with the laws of the State of Washington.

V.9 VENUE. The venue for any action to enforce or interpret this Agreement shall lie in the Superior Court of Washington for Snohomish County, Washington.

V.10 COUNTERPARTS AND SIGNATURES. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same Agreement. Digital, electronic, and PDF signatures will constitute an original in lieu of the "wet" signature.

V.11 AUTHORITY TO BIND PARTIES AND ENTER INTO AGREEMENT. The undersigned represent that they have full authority to enter into this Agreement and to bind the parties for and on behalf of the legal entities set forth below.

DATED this _____ day of April, 2019.

CITY OF LAKE STEVENS

MJ NEAL ASSOCIATES, ARCHITECTS, PLLC

By: _____
John Spencer, Mayor

By: _____
Mark J. Neal, Principal

Approved as to Form:

By: _____
Greg Rubstello, City Attorney



P. 509.663.6455 • F. 509.663.6423
P.O. BOX 1945 • WENATCHEE, WA 98807
MJNEAL@MJNEALIA.COM • MJNEALIA.COM

EXHIBIT “A”

PROPOSAL TO PROVIDE ARCHITECTURAL SERVICES

**For
City of Lake Stevens
Police Department
Lake Stevens, WA**

THE PROJECT

The City has or will be acquiring the building complex at 1825 South Lake Stevens Road with intent of remodeling and adding on to accommodate the space needs for the City Police Department. The redevelopment of the buildings for its new use will be completed on a phased basis.

The project is to include:

- Modification of Building C, the two-story building at 1825 S Lake Stevens Road for the primary public access to services on the ground level with Patrol and internal operations on the upper floor. A final determination of locations and arrangement of spaces will be completed as part of the initial design phase.
- Modification of Building E, the single-story structure currently used as a conference / meeting space, to be repurposed for offices and conference rooms. A final determination of locations and arrangement of spaces will be completed as part of the initial design phase.
- Replacement of Building F, currently a storage structure located in a former residential structure.
- Building D also to be acquired with the property will remain lease space as it relates to this proposal. Future opportunities for repurposing will be addressed at a later time.

Site work for the initial phase will be limited but may need revisions to address programmatic needs. Removal and reconstruction work related to the existing house / storage building will require localized site work to address the proposed additional construction

SERVICES

Services to be provided for each Architectural phase as part of this proposal will include the following:

Pre-design Services

- Review and refine the scope of the project in terms of size and costs involved. Develop a program to define the relationships of spaces for the Campus approach to the facility.

Land Use Permits

- The site is located in the City of Lake Stevens and the proposed use is permitted outright. No Land Use permits are anticipated. Land Use permits will be coordinated with City.
- We anticipate the SEPA checklist may be required as a result of change of use.

Design Documents including Schematic Design and Design Development

- **Schematic Design**
 - Using the information collected to date and summarized in the steps above, develop Schematic diagrams for the space plan and supporting data. This will be used as the basis to move forward with the Design refinement.
 - Prepare and refine an anticipated budget for use in evaluating the overall size and scope of the project and work scheduled.
- **Design Development**
 - Work to further prepare design drawings for the building spaces, defining the materials and systems to be approved by the owner.
 - Work with the designated representatives to develop plans, elevations and interior layout of the building.
 - Design Development Phase is to include selection of materials and finishes, with input from the owners.
 - Prepare a design level statement of probable construction cost to continue to affirm financial expectations.

Prepare Presentation Materials including drawings for use in presenting designs and solutions to the stakeholders and the community.

Construction Documents

Prepare Construction Documents for use in the following capacities:

- Obtaining building permits
- Drawings sufficient to release for public bidding including Architectural, Structural, Civil, Mechanical and Electrical systems.
 - Mechanical systems are to include modifications to the existing systems and / or replacement as deemed to be appropriate. Extent of replacement will be determined in the design process.
 - Electrical systems are to include replacing lighting, distribution, and lighting controls to comply with applicable energy codes.
- Project Manual will be prepared to include:
 - Specifications using the CSI format.
 - Contractual portions of the project manual will be prepared with input provided by the City's Project Manager and Contract team.

Permitting

- Complete required permit applications, submit to the authority having jurisdiction, and track the process, addressing questions if they arise.

Bidding

- We have used as a basis, that the work will be bid in 2 packages and may involve a separate bid package for security and access control.
- Assist with distribution of bidding documents and addressing questions during the bidding process.
- Review Bid proposals for recommendation to the Owner.

Construction Phase Involvement

- Administration of the contract documents, including: periodic site visitations, processing of pay requests, submittals, providing technical information to the Owner's Project manager for Owner's preparation of change orders, etc.

Project Closeout

- Prepare As-Built Drawings reflecting changes made throughout the project and provide in a CAD compatible format satisfactory to the Owner.

Project Phasing

- We are anticipating the project to progress in phases generally as follows:
 - **Phase One:** Schematic design process for the anticipated remodel and expansion of the entire proposed site.
 - **Phase Two:** Building C Design development and Construction Documents for the first building bid package
 - **Phase Three:** Building E Design and Construction Documents for the Conference center remodel
 - **Phase Four:** Design and Construction documents for the replacement building north of the conference center
 - **Future Phases:** Remodel of building D may be a future effort and is not part of this proposal.

CONSULTANTS

Consultants that are anticipated at this time to complete the work outlined:

- Structural Engineer
 - Design, Engineering and documentation for all structural systems
 - Structural modifications in the existing structures are anticipated to be minor but with the new structure, it is anticipated to require a full service.
- Mechanical Engineer
 - HVAC design and documentation evaluation of existing and recommended revisions
 - Plumbing design
 - Energy Code compliance documents
- Electrical Engineer
 - Power and lighting systems design and documentation
 - Voice / Data raceways and infrastructure
 - Security system and access control to be owner furnished under separate contract
 - Surveillance system raceways for data and technology to the extent required for the Owner to bid and install systems under separate agreement.
 - Energy Code compliance documents
 - Re-evaluate Site lighting
- Civil Engineer
 - Finalize Construction Documents, including:
 - Storm water management design and final report
 - Grading design and documentation
 - Utilities design and engineering

- Landscape Design
 - Landscape and irrigation system design under separate agreement by the City

ADDITIONAL SERVICES

Services not included in the preceding section are available and may be arranged on an individual item basis with cost to be determined as the scope is defined.

- Mechanical and Electrical Engineering beyond level outlined above
- Change order (significant revisions to the scope of the project causing additional drawings).
- Special inspection and testing as required by code are to be provided by the Owner under separate agreement.
- Boundary and Topographic survey
- Traffic Engineering
- Soils evaluation and engineering
- Wetlands / Riparian Buffer enhancement or mitigation
- Off-site street improvements
- Other work not specifically identified
- Landscape and Irrigation Design

ELECTRONIC FILES

The final permit drawings and Bid Documents will be provided on paper and in electronic PDF format for use in completing the work on this project exclusively. Bid Documents will be distributed electronically using a controlled FTP site where possible.

BASIS OF COMPENSATION

The services provided are divided into the following categories with corresponding fees and fee basis outlined separately:

1. **Architectural & Consulting Engineering Services, as described here-in**
Proposed Fee: Lump Sum Fixed Fee..... **\$ 292,700.00**
2. **Additional Services**
Fee based on an hourly or lump sum basis as services and scope are defined.
3. **Reimbursable Expenses**
Reimbursable expenses such as reproduction, travel, shipping etc. are to be billed at 1.2 times the actual cost and will be in addition to the estimated fee above.

SCHEDULE OF HOURLY RATES

Hourly billing rates for base work and additional services are as follows:

- Principal: \$134.20 per hour
- Senior Architect: \$129.25 per hour
- Architect / Senior Designer: \$ 95.50 per hour
- Intern Architect / Designer: \$ 83.50 per hour
- Drafting Tech: \$ 81.50 per hour
- Graphic Designer: \$ 54.00 per hour
- Administrative: \$ 52.50 per hour
- Consultants & Reimbursable expenses: 1.2 times cost

The Owner hereby agrees to indemnify and hold harmless M J Neal Associates from any and all claims, damages, losses, and expenses (including attorney's fees) arising out of the performance of this Agreement, except when such claims, damages, losses, and expenses are caused by the negligent acts, errors, or omissions of M J Neal Associates.

FORM OF CONTRACT

The terms of this proposal shall be incorporated into an AIA B101 Agreement or the City's Standard form, modified to the satisfaction of both parties.

Your consideration is appreciated. Please call with any questions.

Respectfully submitted,
M J NEAL ASSOCIATES



Mark J. Neal, A.I.A. NCARB
Principal
April 11, 2019

SOUTH LAKE CENTER

Write a description for your map.

PROPOSED POLICE STATION

Legend

THIS BUILDING WILL
REMAIN AS LEASE
SPACE FOR THE
INITIAL PHASE OF
DEVELOPMENT

THIS STRUCTURE (OLD HOUSE) WILL
BE REMOVED TO
MAKE ROOM FOR
AN EVIDENCE
STORAGE AND
PROCESSING
FACILITY

THIS BUILDING ,
CURRENTLY A
MEETING SPACE
WILL BE
REPURPOSED
FOR OFFICES AND
CONFERENCE
ROOMS

THIS BUILDING WILL
BE
REDEVELOPED
AS PUBLIC
ACCESS FACING
WEST AT THE
LOWER LEVEL
AND PATROL
SPACES ON THE
UPPER LEVEL
USING THE EAST
FACING
ENTRANCE

20th St SE

106th Ave SE

300 ft





LAKE STEVENS CITY COUNCIL
STAFF REPORT

Council Agenda Date: April 23, 2019

Subject: Ordinance 1056 Establishing a New LSMC 2.34 re Emergency Management

Contact	Budget
Person/Department: <u>Jeffrey Beazizo, Police Commander</u>	Impact: <u>N/A</u>

RECOMMENDATION(S)/ACTION REQUESTED OF COUNCIL:

Adopt Ordinance 1056 concerning emergency preparedness, repealing Resolution 2018-23 and adding a new Section 2.34 "Emergency Management" to the Lake Stevens Municipal Code, providing for severability, establishing an effective date and providing for summary publication by ordinance title only.

SUMMARY/BACKGROUND:

In 2018 the City Council adopted Resolution 2018-23 which adopted a comprehensive Emergency Management Plan. Currently, the City of Lake Stevens Emergency Management is overseen by the Police Department.

Staff recommends repealing Resolution 2018-23 and adoption of Ordinance 1056 for the following reasons:

1. Ordinance 1056 establishes City of Lake Stevens' Emergency Management in partnership with the Federal, State, County, Tribal and other municipal governments.
2. The declared purposes of this chapter are to provide for the preparation and carrying out of plans for emergency mitigation, preparedness, response, and recovery for persons and property within the City of Lake Stevens in the event of an emergency or disaster, and to provide for the coordination of emergency functions and services of the City of Lake Stevens with all other public agencies and affected private persons, corporations, and organizations.

While Resolution 2018-23 is being repealed with this ordinance, Ordinance 1056 still requires that the City's Emergency Management Plan be on file with the City Clerk and by extension City department heads. The Emergency Management Plan as adopted by Resolution 2018-23 remains in place but for ease of reference will run with Ordinance 1056 and not as a separate resolution.

APPLICABLE CITY POLICIES: N/A

BUDGET IMPACT: N/A

ATTACHMENTS:

- Exhibit A: Ordinance 1056

CITY OF LAKE STEVENS
LAKE STEVENS, WASHINGTON

ORDINANCE NO. 1056

AN ORDINANCE OF THE CITY OF LAKE STEVENS, CONCERNING EMERGENCY PREPAREDNESS; REPEALING RESOLUTION 2018-23, ADDING A NEW SECTION 2.34 “EMERGENCY MANAGEMENT” TO THE LAKE STEVENS MUNICIPAL CODE, PROVIDING FOR SEVERABILITY, ESTABLISHING AN EFFECTIVE DATE AND PROVIDING FOR SUMMARY PUBLICATION BY ORDINANCE TITLE ONLY.

WHEREAS, it is desirous to have plans in place for emergency mitigation, preparedness, response and recovery for persons and property within the City of Lake Stevens in case of an emergency; and

WHEREAS, the Revised Code of Washington (RCW) Chapter 38.52 and the Washington Administrative Code (WAC) 118-30 require the City to have both an Emergency Management Ordinance or Resolution and an Emergency Management Plan; and

WHEREAS, on August 28, 2018 the Lake Stevens City Council did adopt Resolution 2018-23 adopting a Comprehensive Emergency Preparedness Plan; and

WHEREAS, the Lake Stevens City Council finds it to be in the public interest to adopt a new Lake Stevens Municipal Code (LSMC) Section 2.34 establishing and codifying a comprehensive Emergency Management Plan,

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

Section 1. Resolution 2018-23 adopting a Comprehensive Emergency Preparedness Plan is hereby repealed in its entirety.

Section 2. The City of Lake Stevens adopts a new Chapter 2.34 to the Lake Stevens Municipal Code entitled “Emergency Management,” which is set forth as follows:

Chapter 2.34

EMERGENCY MANAGEMENT

Sections:

- 2.34.010 Purpose.
- 2.34.020 Emergency management policy.
- 2.34.030 Definitions.
- 2.34.040 Emergency management program.
- 2.34.050 Mayor-duties and powers.
- 2.34.060 Mayor-succession.

- 2.34.070 Emergency management coordinator-power and duties.
- 2.34.080 Functions and duties of departments and employees.
- 2.34.090 Private liability.
- 2.34.100 Violation-penalties.
- 2.34.110 Severability.

2.34.010 Purpose. The declared purposes of this chapter are to provide for the preparation and carrying out of plans for emergency mitigation, preparedness, response, and recovery for persons and property within the City of Lake Stevens in the event of an emergency or disaster, and to provide for the coordination of emergency functions and services of the City of Lake Stevens with all other public agencies and affected private persons, corporations, and organizations. Any expenditure made in connection with such emergency management activities, including mutual aid activities, shall be deemed conclusively to be for the direct protection and benefit of the inhabitants and property within the City of Lake Stevens.

2.34.020 Emergency management policy. It is the policy of the City of Lake Stevens to make effective preparation and use of manpower, resources, and facilities for dealing with any emergency or disaster that may occur. Disasters and emergencies by their very nature, may disrupt or destroy existing systems and the capability of the City of Lake Stevens to respond to protect life, public health, property, and essential City services. Therefore, citizens are advised to be prepared to be on their own for up to 72 hours should an emergency or disaster occur.

2.34.030 Definitions. The terms used, unless clearly contrary to or inconsistent with the context in which used, shall be construed as follows:

(a) Emergency management. “Emergency management” shall mean the preparations for and the carrying out of all emergency functions, other than functions for which the military forces are primarily responsible, to mitigate, prepare for, respond to and recover from emergencies and disasters, and to aid victims suffering from injury or damage resulting from disasters caused by all hazards, whether natural or man-made, and to provide support for search and rescue operations for persons and property in distress.

(b) Emergency or disaster. “Emergency or disaster” as used in this chapter shall mean an event or set of circumstances which: (a) Demands immediate action to preserve public health, protect life, protect property, or to provide relief to any stricken neighborhood overtaken by such occurrences, or (b) reaches such a dimension or degree of destructiveness as to warrant the City Council proclaiming the existence of a disaster or the Governor declaring a state of emergency in accordance with appropriate local and state statute.

(c) Emergency Management Coordinator defined. The Chief of Police or his designee shall be the Emergency Management Coordinator for the City of Lake Stevens.

(d) Emergency Management Plan. The Emergency Management Plan prepared by the Emergency Management Coordinator and promulgated by the Mayor is the official Emergency Management Plan of the City of Lake Stevens. The Emergency Management Coordinator shall file a copy of said plan in the office of the City Clerk, and distribute copies of said plan to appropriate city departments.

2.34.040 Emergency Management Program. The Emergency Management Program of the City of Lake Stevens is hereby created, and shall consist of:

- (a) The Mayor, who shall be the administrative head of and have direct responsibility for the organization, administration and operation of the Emergency Management Program for the City of Lake Stevens and for the emergency operations of the City.
- (b) The Emergency Management Coordinator shall develop and maintain the Emergency Management Plan and Program of the City, and shall have such other duties as may be assigned by the Mayor.
- (c) The City may establish its own Department of Emergency Management, or be a member of a joint local organization pursuant to RCW 38.52.

2.34.050 Mayor - duties and powers. The Mayor is hereby empowered to:

- (a) Request the City Council to proclaim the existence, or threatened existence, of a disaster and the termination thereof or to issue such proclamation, if the City Council is not in session, subject to confirmation by the City Council at the earliest practicable time;
- (b) Direct coordination and cooperation between departments and staff of the departments of this City in carrying out the provisions of the Emergency Management Plan, and to resolve questions of authority and responsibility that may arise among them;
- (c) Recommend for adoption by the City Council emergency management plans and mutual aid plans and agreements.
- (d) In the event of the proclamation of a disaster as herein provided, or the proclamation of a state of extreme emergency by the Governor or the State Director of Emergency Management, the Mayor is hereby empowered:
 - 1) To make and issue rules and regulations on matters reasonably related to the protection of life and property as affected by such disaster; provided, however, such rules and regulations must be confirmed at the earliest practicable time by the City Council;
 - 2) To obtain vital supplies, equipment and such other properties found lacking and needed for the protection of the life and property of the people and to bind the City for the fair value thereof, and, if required immediately, to commandeer the same for public use;
 - 3) To control and direct the efforts of the emergency management organization of this City for the accomplishment of the purposes of this chapter;
 - 4) To require emergency services of any City officer or employee and, in the event of the proclamation of a state of extreme emergency by the Governor in the region in which this City is located, to command the aid of as many citizens of this City as may be deemed necessary in the execution of the Mayor's duties; such persons to be entitled to all privileges, benefits and immunities as are provided by State law for registered emergency workers, pursuant to RCW 38.52;

- 5) To requisition necessary personnel or material of any City department or agency;
- 6) To execute all of the special powers conferred upon the Mayor by this chapter, or by any other statute, agreement or lawful authority, as necessary.

2.34.060 Mayor – succession. For the purpose of the City of Lake Stevens Emergency Management Program, the issuance of emergency proclamations, and the performance of duties as outlined in section 2.34.050 “Mayor-duties and powers” the order of succession if the Mayor is incapacitated or unavailable shall be:

City Administrator, if incapacitated or unavailable then,
Chief of Police, if incapacitated or unavailable then,
Public Works Director, if incapacitated or unavailable then,
Emergency Management Coordinator, if incapacitated or unavailable then,
Finance Director.

2.34.070 Emergency Management Coordinator - powers and duties.
The Emergency Management Coordinator is hereby empowered to:

- (a) Represent the City of Lake Stevens in dealing with issues pertaining to emergency management;
- (b) Prepare, maintain, and implement the Emergency Management Plan of the City and manage the day-to-day responsibilities of the Emergency Management Program activities of the City.

2.34.080 Functions and duties of department employees. The City Council hereby assigns to the various departments and to the officers and employees thereof the functions, duties and powers set forth in the Emergency Management Plan referenced in section 2.34.040 “Emergency management program” of this chapter.

2.34.090 Private liability. No individual, firm, association, corporation or other party owning, maintaining or controlling any building or premises, who voluntarily and without compensation grants to the City of Lake Stevens a license or privilege or otherwise permits said City to inspect, designate and use the whole or any part or parts of such building or premises for the purpose of sheltering persons during an actual, impending, mock or practice emergency or disaster, or their successors in interest, or the agents or employees of any of them shall be subject to liability for injuries sustained by any person while in or upon said building or premises as a result of any act or omission in connection with the upkeep or maintenance thereof, except a willful act of misconduct, when such a person has entered or gone into or upon said building or premises for the purpose of seeking refuge therein during an emergency or disaster or an attack by enemies of the United States or during a disaster drill, exercise or test ordered by a lawful authority.

2.34.100 Violation-penalties. Any person who:

- (a) Willfully obstruct, hinder, or delay any member of the emergency management organization in the enforcement of any lawful rule or regulation issued pursuant to this chapter or in the performance of any duty imposed upon such member by virtue of this chapter;

- (b) Do any act forbidden by any lawful rules or regulations issued pursuant to this chapter if such act is of such a nature as to give or be likely to give assistance to the enemy, or to imperil the lives or property of inhabitants of this City, or to prevent, hinder or delay the defense or protection thereof;
- (c) Wear, carry or display, without authority, any means of identification specified by the emergency management agency of the State;

shall be in violation of the provisions of this ordinance shall be guilty of a misdemeanor, and any person found guilty thereof shall be punished by a fine not to exceed one thousand (\$1,000) or imprisonment in jail not to exceed ninety days (90) or by both such fine and imprisonment, in the discretion of the court.

2.34.110 Severability. If any section, subsection, sentence, clause, phrase or word of this ordinance as now or hereafter amended, or its application to any person or circumstances, is held invalid or unconstitutional by a court of competent jurisdiction, such invalidity or constitutionality thereof shall not affect the validity or constitutionality of any other section, subsection, sentence, clause, phrase or word of this ordinance, and its application to other persons or circumstances shall not be affected.

Section 3. Effective Date and Summary Publication. This ordinance shall take effect and be in full force and effective five days after its summary publication by ordinance title only in the City's official newspaper.

PASSED by the City Council of the City of Lake Stevens, at its regular meeting thereof and APPROVED by the Mayor, this _____ day of _____, 2019.

John Spencer, Mayor

ATTEST:

Kathy Pugh, City Clerk

APPROVED AS TO FORM:

Greg Rubstello, City Attorney

First Reading and Adoption: _____
Date of Publication: _____
Effective Date: _____



LAKE STEVENS CITY COUNCIL
STAFF REPORT

Council Agenda

Date: April 23, 2019

Subject: Letter to Puget Sound Regional Council

Contact Russ Wright

Person/Department: Community Development Director

Budget Impact: N/A

RECOMMENDATION(S)/ACTION REQUESTED OF COUNCIL: Authorize Mayor to sign letter to Puget Sound Regional Council regarding Lake Stevens Draft SEIS Vision 2050 Comment Letter

SUMMARY/BACKGROUND: Find attached a draft comment letter to PSRC in response to the Draft Supplemental Impact Statement for Vision 2050. As discussed at the Council workshop, the comment letter emphasizes that PSRC should consider a hybrid approach that promotes a balanced allocation of jobs and housing between cities and towns and transit focused communities.

APPLICABLE CITY POLICIES:

BUDGET IMPACT: N/A

ATTACHMENTS: Draft Letter



Mayor's Office
1812 Main Street
P.O. Box 257
Lake Stevens, WA 98258

April 18, 2019

Erika Harris, AICP
Senior Planner, SEPA Responsible Official, SEIS Project Manager
Puget Sound Regional Council
1011 Western Avenue, Suite 500
Seattle, WA 98104-1035

RE: Lake Steven Draft SEIS Vision 2050 Comment Letter

Dear Ms. Harris.,

Thank you for the opportunity to provide comment on the Draft Supplemental Environmental Impact Statement (DSEIS) for VISION 2050.

Since the inception of Vision 2040, the Puget Sound has changed dramatically with significant localized population growth, regional investment in transportation infrastructure and expanded employment opportunities. As the Puget Sound Regional Council (PSRC) contemplates updates under Vision 2050, it is critical that the regional plan identifies an equitable distribution of population and employment growth targets to all regional geographies this includes distributions to satellite cities and towns not connected to regional transportation spines or growth centers. Cities and towns offer an option to maintain traditional neighborhoods that meet market preferences, provide local growth centers for concentrated employment supporting local job to housing balances and often supply reduced barrier / attainable housing options.

Lake Stevens as a community endorses the development of a hybrid approach that would include concentrating significant growth along transit focused areas with a greater allocation of growth distributed to cities and towns. The proposed allocation to Metropolitan Cities (Everett), Core Cities (Bothell and Lynnwood) and High-Capacity Transit (HCT) Communities in Snohomish County seems too high at the expense of stagnating growth in cities in town. For example, the Lake Stevens UGA has achieved approximately 70% of its 2035 growth target. A small remnant allocation to cities and towns would negatively influence local economies as demand for services increase. Rather than intensifying allocations to outlying unincorporated rural areas, growth adjustments should be concentrated along the fringes of developed urban growth boundaries, developed rural areas or between UGA boundaries near one another to allow efficient land development and delivery of urban services.

As suggested in the SCT comment letter their needs to be flexibility in local goal setting:

“SCT believes that the growth figures provided in the RGS should recognize economic fundamentals and realistic timelines for realization of these shifts in future growth distributions. This recognition is warranted given the uncertainties in timing of the necessary urban infrastructure investments and anticipated market responses. As such, the RGS growth allocations should be provided by PSRC as guidance to the subsequent Countywide Planning Policy/local target setting process. The region needs to be able to adopt and adjust when unforeseen shifts in the regional economy occur or growth opportunities in local urban centers in cities and towns change the fundamental assumptions used to establish the growth assignments.”

For Vision 2050 to be successful, it is imperative that communities working cooperatively under countywide planning policies maintain an ability to redistribute local growth targets as appropriate. As a primary pillar of the Growth Management Act, local jurisdictions need to be able to develop comprehensive plans and land use policies that reflect the values of the community while meeting the modeling targets of the regional growth strategy; however, flexibility in application of the model should be a key principle in developing a hybrid model.

Thank you again for the opportunity to comment on the Draft SEIS.

Sincerely,

John Spencer, Mayor

Cc: Lake Stevens City Council
Russ Wright, Community Development Director