



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, May 14, 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
CITIZEN COMMENTS		
COUNCIL BUSINESS		Council President
MAYOR'S BUSINESS	Purple Heart City Proclamation	
CITY DEPARTMENT REPORT	Update	
CONSENT AGENDA	<ul style="list-style-type: none">*A 2019 Vouchers*B City Council Regular Meeting Minutes of April 23, 2019*C City Council Workshop Meeting Minutes of May 7, 2019*D Professional Services Agreement with OM Yoga Northwest for Yoga by the Lake*E 2010 Public Works Trust Fund Loan Early Pay Off	<ul style="list-style-type: none">BarbKathyKathyRussBarb
PUBLIC HEARING:	*F Ordinance 1055 Extending Design Review Regulations	Russ
ACTION ITEMS:	*G Interlocal Agreement with Snohomish Health District	Gene

Lake Stevens City Council Regular Meeting Agenda

May 14, 2019

EXECUTIVE SESSION: J Real Property Purchase and Sale

ADJOURN

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

THE PUBLIC IS INVITED TO ATTEND

Special Needs

The City of Lake Stevens strives to provide accessible opportunities for individuals with disabilities. Please contact Human Resources, City of Lake Stevens ADA Coordinator, (425) 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 VETERANS FOUNDATION

City of Lake Stevens

City Council
1812 Main Street
Lake Stevens, WA 98258

To the Honorable Council members of Lake Stevens:

The City of Lake Stevens has an extensive history of Military pride and service to our great nation. Between all five of the branches within the United States Armed Forces and the population of veteran, active duty, reserve duty, National Guard, and military family members living within the City of Lake Stevens, we are rich in military tradition and service. Our community continues to offer unwavering support to our military family through the Lake Stevens Veterans Foundation.

The Lake Stevens Veterans Foundation is a non-profit, 501(c)(3) organization, whose mission is to promote Veteran skills and knowledge in support of the greater good of the community and the public health safety and welfare of Lake Stevens, the general public and surrounding areas. We want to honor the sacrifice of those who served, to build upon the foundation of our past, present, and future service members, and to ensure the rich history of our Veterans are never forgotten. The Lake Stevens Veterans Foundation was established to fund charitable and educational programs and projects for the benefit of the citizens of Lake Stevens and Snohomish County.

One of the most recognized awards that Veterans and military members can receive is the distinguished Purple Heart. The Purple Heart is awarded to service members who have died or were injured in war or as a result of terrorism. The military has awarded an estimated 1.7 million Purple Hearts to soldiers, sailors, Marines and airmen. The City of Lake Stevens has a substantial number of Purple Heart recipients with our community and surrounding communities. It is vital that we as a city recognize the sacrifice that these service members and their families have withstood by honoring them with a resolution to declare the City of Lake Stevens a Purple Heart City.

It is with honor and privilege, as the Lake Stevens Veterans Foundation, that we offer this letter of support in the Council's resolution to declare the City of Lake Stevens a Purple Heart City.

Sincerely,

A handwritten signature in blue ink, appearing to read "Shawn Frederick".

Shawn Frederick
President, Lake Stevens Veterans Foundation



LAKE STEVENS VETERANS COMMISSION City of Lake Stevens

City Council
1812 Main Street
Lake Stevens, WA 98258

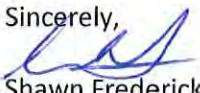
To the Honorable Council members of Lake Stevens:

The Lake Stevens community has a deep tradition of Military honor and service in defending our great nation throughout history. The City consistently benefits from the rich vein of diversity and special talents provided by its significant population of veteran, active duty, reserve duty, National Guard, and military family members. Our communities continued loyalty, respect, and gratitude in supporting our military, sparked a need to create an organization that acknowledges Veterans and their families. Recognizing its desire to become a center of gravity, promoting and supporting opportunities for Veterans, in 2017, the Lake Stevens Veterans Commission was established.

The Lake Stevens Veterans Commission was established with the intent to educate the community on Veterans' rights and needs, recognize Veterans' contributions to the community, stimulate awareness of their potential, and to review, identify, and expand services available to Veterans as well as promote collaborations between service providers, employers, and Veterans. The Lake Stevens Veterans Commission aspires to assist in bridging the gap between Veterans and current available resources that Veterans, Service members, and military family members can make the most out of. The Commission has worked to develop resources, capabilities, and partnerships to expand its ability to positively impact the Veteran community and general population.

With that said, one of the most recognized awards that Veterans and military members can receive is the distinguished Purple Heart. The Purple Heart is awarded to service members who have died or were injured in war or as a result of terrorism. The military has awarded an estimated 1.7 million Purple Hearts to soldiers, sailors, Marines and airmen. The City of Lake Stevens has a substantial number of Purple Heart recipients with our community and surrounding communities. It is vital that we as a city recognize the sacrifice that these service members and their families have withheld by honoring them with a resolution to declare the City of Lake Stevens a Purple Heart City.

It is with honor and privilege, as the Lake Stevens Veterans Commission, that we offer this letter of support in the Council's resolution to declare the City of Lake Stevens a Purple Heart City.

Sincerely,

Shawn Frederick
Chair, Lake Stevens Veterans Commission

Proclamation

A PROCLAMATION OF THE CITY OF LAKE STEVENS, WASHINGTON, DECLARING LAKE STEVENS A PURPLE HEART CITY.

WHEREAS the City of Lake Stevens, Washington has always supported its military veteran population; and

WHEREAS, the Purple Heart is the oldest military decoration in present use and was initially created as the Badge of Military Merit by General George Washington in 1782; and

WHEREAS, the Purple Heart was the first American service award or decoration made available to the common soldier and is specifically awarded to members of the United States Armed Forces who have been wounded or paid the ultimate sacrifice in combat with a declared enemy of the United States of America; and

WHEREAS, the mission of the Military Order of the Purple Heart is to foster an environment of goodwill among the combat-wounded veteran members and their families, promote patriotism, support legislative initiatives, and most importantly – make sure we never forget; and

WHEREAS, Snohomish County and the State of Washington as well as the Lake Stevens area have a large, highly decorated veteran population including Purple Heart recipients; and

WHEREAS, the City of Lake Stevens appreciates the sacrifices our Purple Heart recipients made in defending our freedoms and believe it is important that we acknowledge them for their courage and show them the honor and support they have earned.

NOW, THEREFORE, I, John Spencer, Mayor of the City of Lake Stevens do hereby proclaim the City of Lake Stevens to be a PURPLE HEART CITY, and encourage the citizens of the City of Lake Stevens to show their appreciation for the sacrifices that the Purple Heart recipients have made in defending our freedoms, to acknowledge their courage, and to show them the honor and support they have earned.

John Spencer, Mayor
Lake Stevens, Washington
United States of America





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**CITY DEPARTMENT REPORT
CITY COUNCIL REGULAR MEETING
May 14, 2019**

Human Resources Department – Update

Novatime Technology, Inc. Advanced Scheduling Software (time tracking) for additional module for Police specific time tracking - \$10,200

IT Department – Update

Microsoft Enterprise Agreement Renewal (per year/three-year subscription 5/1/19-4/30/2022) - \$47,771.02 for year one

Public Works Department – Update

Layton Tree Consulting, LLC for on call Arborist Services – NTE \$10,000 through 12/31/2020



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BLANKET VOUCHER APPROVAL
2019

Payroll Direct Deposits	4/25/2019, 5/10/2019	\$442,950.02
Payroll Checks	47697-47698, 47706	\$4,098.85
Tax Deposit(s)		\$97,443.65
Electronic Funds Transfers	ACH	\$79,774.17
Claims	47699-47705, 47707-47831	\$400,201.81
Void Checks	Payroll Check, 47533, 47703	(\$6,641.83)
Total Vouchers Approved:		\$1,017,826.67

This 14th day of May 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



May 14th, 2019

City Expenditures by Type on this voucher packet

Personnel Costs	\$	447,049	44%
Payroll Federal Taxes	\$	79,774	8%
Quarterly L&I	\$	36,200	4%
Retirement Benefits - Employer	\$	54,323	5%
Other Employer paid Benefits	\$	458	0%
Employee paid benefits - By Payroll	\$	10,616	1%
Supplies	\$	82,139	8%
Professional Services	\$	123,072	12%
Intergovernmental	\$	30,198	3%
Capital *	\$	156,029	15%
Debt Payments	\$	4,610	0%
Void Check	\$	(6,642)	-0.7%
Total	\$	1,017,826.67	100%

Large Purchases

*Police Interceptor - \$37,468



Total for Period
\$577,419.63

Checks to be approved for period of 04/18/2019 - 05/08/2019

Vendor: A Worksafe Service Inc

Check Number: 47707

Invoice No	Check Date	Account Number	Account Name	Description	Amount
273827	5/8/2019	101 016 542 30 41 02	ST-Professional Service	Pre-Employment Drug Screening	\$27.50
273827	5/8/2019	410 016 531 10 41 01	SW-Professional Services	Pre-Employment Drug Screening	\$27.50

Vendor: Ace Hardware

Check Number: 47708

Invoice No	Check Date	Account Number	Account Name	Description	Amount
62346	5/8/2019	001 010 576 80 31 00	PK-Operating Costs	Twine Dispenser/Twine	\$67.47
62348	5/8/2019	001 010 576 80 31 00	PK-Operating Costs	Thread Seal Tape/Elbow	\$21.10
62369	5/8/2019	001 010 576 80 31 00	PK-Operating Costs	Primer/Ratcheting PVC/Caps	\$28.37
62437	5/8/2019	410 016 531 10 31 02	SW-Operating Costs	Totes	\$38.09
62537	5/8/2019	001 010 576 80 31 00	PK-Operating Costs	Gloves	\$2.71
62586	5/8/2019	001 010 576 80 31 00	PK-Operating Costs	DP Rental Deposit	\$50.00
62588	5/8/2019	410 016 531 10 31 01	SW-Office Supplies	Computer Cables	\$27.23
62589	5/8/2019	001 010 576 80 31 00	PK-Operating Costs	Credit DP Rental Deposit/Yard Boss	(\$11.85)
62590	5/8/2019	001 010 576 80 31 00	PK-Operating Costs	Rake Spring Brace	\$28.32
62623	5/8/2019	410 016 531 10 31 02	SW-Operating Costs	Keys	\$21.71
62636	5/8/2019	101 016 544 90 31 02	ST-Operating Cost	Premium S-Dry/Grade Stake	\$128.96
62644	5/8/2019	001 010 576 80 31 00	PK-Operating Costs	Herbicide - Lundeen	\$25.06
62695	5/8/2019	410 016 531 10 31 02	SW-Operating Costs	Machete Gator Jr	\$23.97
62718	5/8/2019	001 008 521 20 31 02	LE-Minor Equipment	Keys	\$5.43
62743	5/8/2019	101 016 542 61 31 00	ST-Sidewalk Repair Supply	Hand Saw/Utility Blade/Stakes/Utility Knife	\$164.50
62778	5/8/2019	101 016 542 61 31 00	ST-Sidewalk Repair Supply	Premium S-Dry	\$102.51
62797	5/8/2019	001 008 521 20 31 02	LE-Minor Equipment	Photo Battery	\$30.50
62832	5/8/2019	001 008 521 50 30 02	LE-Fleet Minor Equipment	Fasteners	\$2.91

\$756.99

Vendor: Active Excavator Rentals Inc

Check Number: 47709

Invoice No	Check Date	Account Number	Account Name	Description	Amount
9639	5/8/2019	305 010 594 76 60 00	North Cove Park Capital	Excavator Rental North Cove Project	\$9,234.72
9660	5/8/2019	305 010 594 76 60 00	North Cove Park Capital	Excavator Rental North Cove Project	\$8,494.20

\$17,728.92

Vendor: Allred
Check Number: 47703

Invoice No	Check Date	Account Number	Account Name	Description	Amount
042919 ALLRED	5/1/2019	302 010 594 76 61 01	PM - North Cove Capital	NC Relocation Assistance - 12202 N Lakeshore Dr #1	\$4,500.00
050119 ALLRED	5/1/2019	001 000 589 10 00 00	Refund of Deposits	NC Refundable Deposit - 12202 N Lakeshore Dr #1	\$500.00
					\$5,000.00

Vendor: Allred
Check Number: 47705

Invoice No	Check Date	Account Number	Account Name	Description	Amount
042919 ALLRED	5/1/2019	302 010 594 76 61 01	PM - North Cove Capital	NC Relocation Assistance - 12202 N Lakeshore Dr #1	\$4,500.00
					\$4,500.00

Vendor: Amazon Capital Services
Check Number: 47710

Invoice No	Check Date	Account Number	Account Name	Description	Amount
1179-1DLQ-YR1N	5/8/2019	001 008 521 20 31 00	LE-Office Supplies	Laminating Pouches	\$30.48
14GV-9LRH-9FD4	5/8/2019	520 008 594 21 63 00	Capital Equipment	Husky Liners Front Floor Liners	\$102.41
19GK-TT9V-3XW4	5/8/2019	001 008 521 20 31 00	LE-Office Supplies	Flash Drive Memory Stick/Laminating Pouches	\$69.40
1CD4-679F-T7TK	5/8/2019	001 008 521 20 31 02	LE-Minor Equipment	Hard Carrying Case Passport Essentials	\$29.90
1FJ4-6PGM-1WTX	5/8/2019	001 008 521 20 31 02	LE-Minor Equipment	Lithium Batteries	\$87.16
1FJ4-6PGM-MWM6	5/8/2019	001 008 521 50 30 02	LE-Fleet Minor Equipment	Car Wash Dip Brush Credit INV 1QYV-L7PT-94Q4	(\$25.41)
1KRX-DT7Q-W1LQ	5/8/2019	001 008 521 50 30 02	LE-Fleet Minor Equipment	Nanoskin Wash N Wax Carnauba	\$544.99
1LKK-Q7PH-G3KC	5/8/2019	001 008 521 20 31 07	LE - Donation Canine Unit	Dog Tactical Harness Credit INV 1M4Y-DF4V-4LHV	(\$35.99)
1PYC-N6YQ-9T9H	5/8/2019	001 008 521 20 31 07	LE - Donation Canine Unit	Dog Tactical Harness	\$43.57
1QO9-KQVJ-1FN4	5/8/2019	001 008 521 20 31 01	LE-Fixed Minor Equipment	Handheld Chronograph	\$113.84
1QWK-7M91-LXVX	5/8/2019	001 008 521 20 31 02	LE-Minor Equipment	Rescue Vent Chest Seal	\$102.60
1QYV-L7PT-94Q4	5/8/2019	001 008 521 50 30 02	LE-Fleet Minor Equipment	Car Wash Head with Bumper/Car Wash Dip Brush	\$53.28
1WT1-C3KP-FHY9	5/8/2019	001 008 521 50 30 02	LE-Fleet Minor Equipment	Lever Action Barrel Pump	\$51.44
1YHT-DN1H-QHX3	5/8/2019	001 008 521 20 31 02	LE-Minor Equipment	Medicut Shears	\$5.83
					\$1,173.50

Vendor: Amazon Capital Services
Check Number: 47711

Invoice No	Check Date	Account Number	Account Name	Description	Amount
16CT-FFQM-1RYV	5/8/2019	410 016 531 10 31 01	SW-Office Supplies	OtterBox Phone Case	\$26.97
1GNG-THGT-3CNR	5/8/2019	410 016 531 10 31 01	SW-Office Supplies	Spiral Notebooks	\$28.76
1VRM-CFTM-DYFT	5/8/2019	410 016 531 10 31 02	SW-Operating Costs	Stabila Electronic Level	\$305.19
					\$360.92

Vendor: Assoc of Washington Cities
Check Number: 47712

Invoice No	Check Date	Account Number	Account Name	Description	Amount
71854	5/8/2019	001 005 518 10 49 01	HR-Staff Development	Registration Labor Relations Institute - Good	\$320.00
					\$320.00

Vendor: Barnes

Check Number: 47713

Invoice No	Check Date	Account Number	Account Name	Description	Amount
052119 BARNES	5/8/2019	001 008 521 20 43 00	LE-Travel & Per Diem	PerDiem - Meals Supervisor Training Brier - Barnes	\$60.00
					\$60.00

Vendor: Beazizo

Check Number: 47714

Invoice No	Check Date	Account Number	Account Name	Description	Amount
052019 BEAZIZO	5/8/2019	001 008 521 20 43 00	LE-Travel & Per Diem	PerDiem - Meals WASPC Conf Spokane - Beazizo	\$137.00
					\$137.00

Vendor: BeyondTrust Corporation

Check Number: 47715

Invoice No	Check Date	Account Number	Account Name	Description	Amount
IN0005583	5/8/2019	510 006 518 80 49 25	LR - Bomgar Cloud Remote Admin	Bomgar Cloud License	\$2,374.61
					\$2,374.61

Vendor: Bills Blueprint Inc

Check Number: 47716

Invoice No	Check Date	Account Number	Account Name	Description	Amount
592870	5/8/2019	101 016 544 90 31 02	ST-Operating Cost	Laminated Street Sweeping Maps	\$65.40
					\$65.40

Vendor: Bruce C Allen & Associates Inc

Check Number: 47717

Invoice No	Check Date	Account Number	Account Name	Description	Amount
19-0066A	5/8/2019	302 010 576 80 61 00	Park Mitigation Funds Exp	Park Acquisition Appraisal - Powerline Trail Property	\$3,500.00
					\$3,500.00

Vendor: Brummett Inc

Check Number: 47718

Invoice No	Check Date	Account Number	Account Name	Description	Amount
15503	5/8/2019	001 007 558 50 31 00	PL-Office Supplies	Name Badge/Name Magnet - Meis	\$14.00
15503	5/8/2019	101 016 544 90 31 02	ST-Operating Cost	Name Badge/Name Magnet - Mangold	\$7.00
15503	5/8/2019	410 016 531 10 31 02	SW-Operating Costs	Name Badge/Name Magnet - Mangold	\$7.00
15572	5/8/2019	001 007 558 50 31 00	PL-Office Supplies	Name Badge/Magnets - Meis	\$14.00
					\$42.00

Vendor: Cadman Inc

Check Number: 47719

Invoice No	Check Date	Account Number	Account Name	Description	Amount
1666988	5/8/2019	101 016 544 90 31 02	ST-Operating Cost	Full Size Bin Blocks	\$245.92
1666988	5/8/2019	410 016 531 10 31 02	SW-Operating Costs	Full Size Bin Blocks	\$245.93
1666989	5/8/2019	101 016 544 90 31 02	ST-Operating Cost	Full Size Bin Blocks	\$245.92
1666989	5/8/2019	410 016 531 10 31 02	SW-Operating Costs	Full Size Bin Blocks	\$245.93
1667218	5/8/2019	101 016 544 90 31 02	ST-Operating Cost	Full Size Bin Blocks	\$245.92
1667218	5/8/2019	410 016 531 10 31 02	SW-Operating Costs	Full Size Bin Blocks	\$245.93

1667422	5/8/2019	101 016 544 90 31 02	ST-Operating Cost	Full Size Bin Blocks/Half Standard	\$204.94
1667422	5/8/2019	410 016 531 10 31 02	SW-Operating Costs	Full Size Bin Blocks/Half Standard	\$204.94
1668964	5/8/2019	410 016 531 10 31 02	SW-Operating Costs	Flat Top Standard	\$918.12
1669151	5/8/2019	410 016 531 10 31 02	SW-Operating Costs	Flat Top Standard	\$459.06
5595954	5/8/2019	410 016 531 10 31 02	SW-Operating Costs	Street Sweeping Dump	\$5,077.81
					\$8,340.42

Vendor: Cameron

Check Number: 47704

Invoice No	Check Date	Account Number	Account Name	Description	Amount
043019 CAMERON	5/1/2019	302 010 594 76 61 01	PM - North Cove Capital	NC Relocation Assistance - 12202 N Lakeshore Dr #2	\$4,500.00
050119 CAMERON	5/1/2019	001 000 589 10 00 00	Refund of Deposits	NC Refundable Deposit - 12202 N Lakeshore Dr #2	\$400.00
					\$4,900.00

Vendor: Canon Financial Services Inc

Check Number: 47720

Invoice No	Check Date	Account Number	Account Name	Description	Amount
19992561	5/8/2019	001 013 518 20 48 00	GG-Repair & Maintenance	Copier Maintenance - City Hall	\$285.26
19993452	5/8/2019	101 016 542 30 48 00	ST-Repair & Maintenance	Copier Maintenance - City Shop	\$17.06
19993452	5/8/2019	410 016 531 10 48 00	SW-Repairs & Maintenance	Copier Maintenance - City Shop	\$17.07
					\$319.39

Vendor: CDW Government Inc

Check Number: 47721

Invoice No	Check Date	Account Number	Account Name	Description	Amount
RTG9999	5/8/2019	001 006 518 80 31 00	IT-Office Supplies	Fortinet Color Screen IP Phone	\$801.15
RVL4511	5/8/2019	001 008 521 20 31 06	LE-Emergency Mgmt Supplies	Surface Pro with Dock/Case/Mouse/HP Monitor	\$2,621.31
RVV4761	5/8/2019	001 008 521 20 31 06	LE-Emergency Mgmt Supplies	Surface Pro	\$241.42
					\$3,663.88

Vendor: Central Welding Supply

Check Number: 47722

Invoice No	Check Date	Account Number	Account Name	Description	Amount
RN04191021	5/8/2019	101 016 544 90 31 02	ST-Operating Cost	Argon	\$9.03
RN04191021	5/8/2019	410 016 531 10 31 02	SW-Operating Costs	Argon	\$9.03
					\$18.06

Vendor: City of Everett

Check Number: 47723

Invoice No	Check Date	Account Number	Account Name	Description	Amount
I19001446	5/8/2019	410 016 531 10 31 02	SW-Operating Costs	Fecal Coliform Analysis	\$120.00
I19001540	5/8/2019	001 008 554 30 51 00	LE-Animal Control	Animal Control Services March 2019	\$1,365.00
					\$1,485.00

Vendor: City of Marysville
Check Number: 47724

Invoice No	Check Date	Account Number	Account Name	Description	Amount
POLIN 19-0027	5/8/2019	001 008 523 60 51 00	LE-Jail	Prisoner Housing SCORE March 2019	\$248.00
					\$248.00

Vendor: Code Publishing Co Inc
Check Number: 47725

Invoice No	Check Date	Account Number	Account Name	Description	Amount
63188	5/8/2019	001 003 514 20 41 00	CC-Professional Services	Muni Code Web Update 1051/1052	\$115.98
					\$115.98

Vendor: Columbia Ford Inc
Check Number: 47726

Invoice No	Check Date	Account Number	Account Name	Description	Amount
3-K369 E099	5/8/2019	520 008 594 21 63 00	Capital Equipment	2019 Ford Police Interceptor PO#0000001720	\$37,468.46
					\$37,468.46

Vendor: Comdata Inc
Check Number: 47727

Invoice No	Check Date	Account Number	Account Name	Description	Amount
20314199	5/8/2019	001 008 521 20 32 00	LE-Fuel	PD Fuel - April 2019	\$417.27
					\$417.27

Vendor: Compulink Management Center Inc
Check Number: 47728

Invoice No	Check Date	Account Number	Account Name	Description	Amount
144484	5/8/2019	510 006 518 80 49 06	LR - Laserfiche	Laserfiche Contract Professional Services	\$9,016.48
					\$9,016.48

Vendor: Cory De Jong and Sons Inc
Check Number: 47729

Invoice No	Check Date	Account Number	Account Name	Description	Amount
R273360	5/8/2019	001 010 576 80 31 00	PK-Operating Costs	Bark/Garden Soil	\$701.42
R273365	5/8/2019	001 010 576 80 31 00	PK-Operating Costs	Bark	\$201.11
R273373	5/8/2019	001 010 576 80 31 00	PK-Operating Costs	Bark	\$61.73

Vendor: Dataquest LLC
Check Number: 47730

Invoice No	Check Date	Account Number	Account Name	Description	Amount
8701	5/8/2019	001 006 518 80 41 00	IT-Professional Services	Background Checks - New Employees	\$100.00
8701	5/8/2019	001 010 576 80 41 00	PK-Professional Services	Background Checks - New Employees	\$59.16
8701	5/8/2019	101 016 542 30 41 02	ST-Professional Service	Background Checks - New Employees	\$59.17
8701	5/8/2019	410 016 531 10 41 01	SW-Professional Services	Background Checks - New Employees	\$59.17
					\$277.50

Vendor: Davido Consulting Group Inc

Check Number: 47731

Invoice No	Check Date	Account Number	Account Name	Description	Amount
24575	5/8/2019	309 016 595 61 60 01	Safer Routes - 91st/4th St.SE	91st Ave Improvement Project	\$748.00
					\$748.00

Vendor: Day Wireless Systems

Check Number: 47732

Invoice No	Check Date	Account Number	Account Name	Description	Amount
485948	5/8/2019	001 008 521 20 41 01	LE-Professional Serv-Fixed	Onsite SMD Calibration	\$87.20
					\$87.20

Vendor: Dept Graphics

Check Number: 47733

Invoice No	Check Date	Account Number	Account Name	Description	Amount
9824	5/8/2019	520 008 594 21 63 00	Capital Equipment	Graphics for Ford Police Interceptor	\$988.26
					\$988.26

Vendor: Dept of Labor and Industries

Check Number: 0

Invoice No	Check Date	Account Number	Account Name	Description	Amount
Q1 2019	5/8/2019	001 000 281 00 00 00	Payroll Liability Taxes	Q1 2019 Workers Comp Insurance	\$36,027.90
Q1 2019	5/8/2019	001 008 521 20 24 00	LE-Workers Comp	Q1 2019 Workers Comp Insurance	\$2.88
Q1 2019	5/8/2019	001 010 576 80 24 00	PK-Workers Comp	Q1 2019 Workers Comp Insurance	\$57.33
Q1 2019	5/8/2019	001 013 518 30 24 00	GG-Workers Comp	Q1 2019 Workers Comp Insurance	(\$0.10)
Q1 2019	5/8/2019	101 016 542 30 24 00	ST-Workers Comp	Q1 2019 Workers Comp Insurance	\$56.35
Q1 2019	5/8/2019	410 016 531 10 24 00	SW-Workers Comp	Q1 2019 Workers Comp Insurance	\$55.99
					\$36,200.35

Vendor: Dept of Retirement (Deferred Comp)

Check Number: 0

Invoice No	Check Date	Account Number	Account Name	Description	Amount
042519	4/25/2019	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
042519	4/25/2019	001 000 282 00 00 00	Payroll Liability Retirement	PERS LEOFF Contributions	\$54,323.13
					\$54,323.13

Vendor: DR Smith Company Inc

Check Number: 47734

Invoice No	Check Date	Account Number	Account Name	Description	Amount
47782	5/8/2019	410 016 531 10 48 00	SW-Repairs & Maintenance	Shop Compressor Repair	\$2,040.48
					\$2,040.48

Vendor: Drug Free Business

Check Number: 47735

Invoice No	Check Date	Account Number	Account Name	Description	Amount
291765	5/8/2019	101 016 542 30 41 02	ST-Professional Service	Annual Membership Drug Free Business	\$75.00
291765	5/8/2019	410 016 531 10 41 01	SW-Professional Services	Annual Membership Drug Free Business	\$75.00
					\$150.00

Vendor: Dunlap Industrial Hardware

Check Number: 47736

Invoice No	Check Date	Account Number	Account Name	Description	Amount
1426167-01	5/8/2019	410 016 531 10 31 02	SW-Operating Costs	DEW Repair	\$90.59
1426169-01	5/8/2019	410 016 531 10 31 02	SW-Operating Costs	DEW Drill Repair	\$90.59
1427567-01	5/8/2019	001 010 576 80 31 00	PK-Operating Costs	Nylon Rope/Sea Float/Wire Rope/Cable Cutter	\$357.52
					\$538.70

Vendor: Dyer

Check Number: 47737

Invoice No	Check Date	Account Number	Account Name	Description	Amount
052019 DYER	5/8/2019	001 008 521 20 43 00	LE-Travel & Per Diem	PerDiem - Meals WASPC Conf Spokane - Dyer	\$137.00
					\$137.00

Vendor: E&E Lumber Inc

Check Number: 47738

Invoice No	Check Date	Account Number	Account Name	Description	Amount
149573	5/8/2019	305 010 594 76 60 00	North Cove Park Capital	Rebar North Cove Project	\$293.47
					\$293.47

Vendor: EFTPS

Check Number: 0

Invoice No	Check Date	Account Number	Account Name	Description	Amount
042519	4/25/2019	001 000 281 00 00 00	Payroll Liability Taxes	Federal Payroll Taxes	\$79,774.17
					\$79,774.17

Vendor: Electronic Business Machines

Check Number: 47739

Invoice No	Check Date	Account Number	Account Name	Description	Amount
AR132518	5/8/2019	001 007 558 50 48 00	PL-Repairs & Maint.	Copier Repair & Maintenance PL	\$111.05
AR132518	5/8/2019	001 007 559 30 48 00	PB-Repair & Maintenance	Copier Repair & Maintenance PB	\$111.05
AR132518	5/8/2019	101 016 542 30 48 00	ST-Repair & Maintenance	Copier Repair & Maintenance PW	\$111.04
AR132518	5/8/2019	410 016 531 10 48 00	SW-Repairs & Maintenance	Copier Repair & Maintenance PW	\$111.05
AR132729	5/8/2019	001 008 521 20 48 00	LE-Repair & Maintenance Equip	Copier Repair & Maintenance PD	\$120.35
AR133761	5/8/2019	101 016 542 30 48 00	ST-Repair & Maintenance	Copier Maintenance - City Shop	\$13.95
AR133761	5/8/2019	410 016 531 10 48 00	SW-Repairs & Maintenance	Copier Maintenance - City Shop	\$13.95
					\$592.44

Vendor: Employment Security Department

Check Number: 47740

Invoice No	Check Date	Account Number	Account Name	Description	Amount
Q1 2019	5/8/2019	501 000 517 60 49 00	Payment to Claimants	Q1 2019 Payments to Claimants	\$1,473.35
					\$1,473.35

Vendor: Epic Land Solutions Inc

Check Number: 47741

Invoice No	Check Date	Account Number	Account Name	Description	Amount
0419-0862	5/8/2019	302 010 594 76 61 01	PM - North Cove Capital	North Cove Tenant Relocation Consultant Services	\$4,249.24
					\$4,249.24

Vendor: Everett Safe and Lock Inc

Check Number: 47742

Invoice No	Check Date	Account Number	Account Name	Description	Amount
132279	5/8/2019	001 010 576 80 31 00	PK-Operating Costs	Interchangable Core Key/Green Dot	\$52.37
					\$52.37

Vendor: Everett Stamp Works

Check Number: 47743

Invoice No	Check Date	Account Number	Account Name	Description	Amount
26782	5/8/2019	001 007 558 50 31 00	PL-Office Supplies	Nameplate - Meis	\$41.24
26782	5/8/2019	410 016 531 10 31 02	SW-Operating Costs	Nameplate - Mangold	\$20.62

Vendor: Farmer

Check Number: 47744

Invoice No	Check Date	Account Number	Account Name	Description	Amount
040519 FARMER	5/8/2019	001 007 559 30 31 02	PB-Clothing	Reimburse Utility Work Boots	\$190.70
					\$190.70

Vendor: Fastenal Company

Check Number: 47745

Invoice No	Check Date	Account Number	Account Name	Description	Amount
WAARN129127	5/8/2019	410 016 531 10 31 02	SW-Operating Costs	WB Flo Green	\$26.62
					\$26.62

Vendor: FBI - LEEDA

Check Number: 47746

Invoice No	Check Date	Account Number	Account Name	Description	Amount
200029617	5/8/2019	001 008 521 40 49 01	LE-Registration Fees	Registration Distance Learning Adv Liability - Thomas	\$350.00
					\$350.00

Vendor: Feldman and Lee

Check Number: 47747

Invoice No	Check Date	Account Number	Account Name	Description	Amount
040119 FELDMAN	5/8/2019	001 011 515 91 41 00	LG-General Indigent Defense	Public Defender Services April 2019	\$10,000.00
					\$10,000.00

Vendor: Flower World Inc

Check Number: 47748

Invoice No	Check Date	Account Number	Account Name	Description	Amount
83978	5/8/2019	001 010 576 80 31 00	PK-Operating Costs	Flowers for Veterans Memorial	\$226.06
86819	5/8/2019	001 010 576 80 31 00	PK-Operating Costs	Annals - Volunteer Planting Entry Sign	\$243.19
					\$469.25

Vendor: Gardner

Check Number: 47749

Invoice No	Check Date	Account Number	Account Name	Description	Amount
721	5/8/2019	520 008 594 21 63 00	Capital Equipment	Install Lights/Siren/Radio/Console New Interceptor	\$1,736.00
					\$1,736.00

Vendor: Gassaway

Check Number: 47750

Invoice No	Check Date	Account Number	Account Name	Description	Amount
043019 GASSAWAY	5/8/2019	001 007 558 50 32 00	PL-Fuel	Reimbursement - Fuel City Vehicle	\$58.62
					\$58.62

Vendor: Glens Welding and Machine Inc

Check Number: 47751

Invoice No	Check Date	Account Number	Account Name	Description	Amount
S12222	5/8/2019	001 010 576 80 31 00	PK-Operating Costs	Carbide Chain Repair	\$95.82
S12243	5/8/2019	001 010 576 80 31 00	PK-Operating Costs	Chains/Bar/Slide	\$293.65
S12248	5/8/2019	001 010 576 80 31 00	PK-Operating Costs	Chains	\$67.04
S12251	5/8/2019	410 016 531 10 35 00	SW-Small Tools	New Chain Saw	\$1,309.04
S12319	5/8/2019	410 016 531 10 31 02	SW-Operating Costs	Misc Chain Sharpening	\$104.64
					\$1,870.19

Vendor: Good

Check Number: 47752

Invoice No	Check Date	Account Number	Account Name	Description	Amount
043019 GOOD	5/8/2019	001 005 518 10 43 00	HR-Travel & Meetings	PerDiem - Meals AWC Labor Relations Yakima - Good	\$91.00
					\$91.00

Vendor: Grainger

Check Number: 47753

Invoice No	Check Date	Account Number	Account Name	Description	Amount
9147696638	5/8/2019	001 010 576 80 31 00	PK-Operating Costs	Protective Leg Tip Slipon	\$32.57
9160697091	5/8/2019	410 016 531 10 31 02	SW-Operating Costs	Pintle Hook	\$252.34
					\$284.91

Vendor: Grange Supply

Check Number: 47754

Invoice No	Check Date	Account Number	Account Name	Description	Amount
618541/4	5/8/2019	101 016 544 90 31 02	ST-Operating Cost	Propane	\$20.82
					\$20.82

Vendor: Granite Construction Supply

Check Number: 47755

Invoice No	Check Date	Account Number	Account Name	Description	Amount
262_00075821	5/8/2019	101 016 542 64 31 00	ST-Traffic Control - Supply	Anchors/Perforated Tubing	\$4,184.66
262_00075842	5/8/2019	101 016 542 64 31 00	ST-Traffic Control - Supply	Signs/Anchors/Corner Bolt/Flanged Nuts	\$682.11
262_00075849	5/8/2019	410 016 531 10 31 02	SW-Operating Costs	Flashlight Redline Blast	\$43.88
262_00075858	5/8/2019	101 016 542 64 31 00	ST-Traffic Control - Supply	Road Closed Signs	\$767.90
262_00075927	5/8/2019	101 016 542 64 31 00	ST-Traffic Control - Supply	Signs	\$614.32
262_00075975	5/8/2019	101 016 542 64 31 00	ST-Traffic Control - Supply	Head Drive Rivets	\$167.84
262_00076268	5/8/2019	410 016 531 10 31 00	SW-Clothing	Jacket/Tee Shirt/Pants/Hoodies/Beanies	\$1,293.31
262_00076280	5/8/2019	101 016 542 64 31 00	ST-Traffic Control - Supply	Fixed Cross Piece for Sign Blade	\$65.82
262_00076292	5/8/2019	410 016 531 10 31 00	SW-Clothing	Boot Rubber/Tee Shirt	\$158.19
262_00076297	5/8/2019	101 016 542 64 31 00	ST-Traffic Control - Supply	Square Post Street Sign Brackets	\$164.55
262_00076313	5/8/2019	101 016 517 60 31 00	ST-Safety Program	Tee Shirts/Jacket	\$315.44
262_00076315	5/8/2019	101 016 517 60 31 00	ST-Safety Program	Rip Stop Bib	\$24.08
262_00076320	5/8/2019	101 016 517 60 31 00	ST-Safety Program	Rip Stop Bib/Rain Jacket/Gloves	\$163.12
262_00076346	5/8/2019	101 016 542 64 31 00	ST-Traffic Control - Supply	Square Post Street Sign Brackets	\$205.69
					\$8,850.91

Vendor: Green Dot Concrete LLC

Check Number: 47756

Invoice No	Check Date	Account Number	Account Name	Description	Amount
2852	5/8/2019	101 016 542 61 31 00	ST-Sidewalk Repair Supply	Concrete	\$840.62
2853	5/8/2019	101 016 542 61 31 00	ST-Sidewalk Repair Supply	Concrete	\$263.00
					\$1,103.62

Vendor: Griffen

Check Number: 47757

Invoice No	Check Date	Account Number	Account Name	Description	Amount
8Z0601173	5/8/2019	001 011 515 91 41 00	LG-General Indigent Defense	Public Defender Services	\$300.00
8Z1023697	5/8/2019	001 011 515 91 41 00	LG-General Indigent Defense	Public Defender Services	\$300.00
9Z0191715	5/8/2019	001 011 515 91 41 00	LG-General Indigent Defense	Public Defender Services	\$300.00
9Z0376811	5/8/2019	001 011 515 91 41 00	LG-General Indigent Defense	Public Defender Services	\$300.00
					\$1,200.00

Vendor: HB Jaeger Co LLC

Check Number: 47758

Invoice No	Check Date	Account Number	Account Name	Description	Amount
212867/1	5/8/2019	410 016 531 10 31 02	SW-Operating Costs	Caps/Pipe Lube	\$56.00
213257/1	5/8/2019	305 010 594 76 60 00	North Cove Park Capital	PVC Pipes Supplies North Cove	\$390.42
213381/1	5/8/2019	410 016 531 10 31 02	SW-Operating Costs	PVC Perf Pipe	\$170.35
213471/1	5/8/2019	410 016 531 10 31 02	SW-Operating Costs	PVC Perf Pipe	\$680.16
213564/1	5/8/2019	305 010 594 76 60 00	North Cove Park Capital	PVC Pipe North Cove	\$124.49
213652/1	5/8/2019	410 016 531 10 31 02	SW-Operating Costs	PVC Elbow/Cap/Wet or Dry Cement	\$201.68
					\$1,623.10

Vendor: HERC Rentals Inc
Check Number: 47759

Invoice No	Check Date	Account Number	Account Name	Description	Amount
30614363-002	5/8/2019	410 016 531 10 45 01	SW-Rentals-Leases	Scissor Lift Rental	\$403.30
					\$403.30

Vendor: Heritage Bank
Check Number: 47760

Invoice No	Check Date	Account Number	Account Name	Description	Amount
100635410 0419	5/8/2019	213 008 592 21 83 00	2015 LTGO Interest Pymt PD	2015 LTGO Bond Interest	\$4,610.40
					\$4,610.40

Vendor: Holland
Check Number: 47761

Invoice No	Check Date	Account Number	Account Name	Description	Amount
051919 HOLLAND	5/8/2019	001 008 521 20 43 00	LE-Travel & Per Diem	PerDiem - Meals DT Mast Inst Recert Burien - Holland	\$380.00
					\$380.00

Vendor: Home Depot
Check Number: 47762

Invoice No	Check Date	Account Number	Account Name	Description	Amount
0110049	5/8/2019	410 016 531 10 31 02	SW-Operating Costs	LED Emergency Light Credit	(\$43.60)
0110050	5/8/2019	410 016 531 10 31 02	SW-Operating Costs	Ratcheting Combo Wrench	\$8.15
1131784	5/8/2019	410 016 531 10 31 02	SW-Operating Costs	LED Emergency Light/Ring Cover	\$88.53
3012308	5/8/2019	001 010 576 80 31 00	PK-Operating Costs	Box 2-Gang 5 Hole 1"/Conduit	\$62.32
7013207	5/8/2019	001 010 576 80 31 00	PK-Operating Costs	Door Hinge/Rollers/Spray Lubricant/Ratchet	\$16.38
7013207	5/8/2019	101 016 544 90 31 02	ST-Operating Cost	Door Hinge/Rollers/Spray Lubricant/Ratchet	\$16.38
7013207	5/8/2019	410 016 531 10 31 02	SW-Operating Costs	Door Hinge/Rollers/Spray Lubricant/Ratchet	\$16.38
					\$164.54

Vendor: Honey Bucket
Check Number: 47763

Invoice No	Check Date	Account Number	Account Name	Description	Amount
0551027969	5/8/2019	305 010 594 76 60 00	North Cove Park Capital	Fencing for North Cove Park Project	\$359.70
0551042824	5/8/2019	001 010 576 80 45 00	PK-Equipment Rental	Honey Bucket Rental - Community Garden	\$117.50
0551048457	5/8/2019	001 010 576 80 45 00	PK-Equipment Rental	Honey Bucket Rental - Event Swim Beach	\$269.65
					\$746.85

Vendor: HSA Bank
Check Number: 47699

Invoice No	Check Date	Account Number	Account Name	Description	Amount
042519	4/25/2019	001 000 284 00 00 00	Payroll Liability Other	Health Savings Account Employee Contributions	\$660.99
					\$660.99

Vendor: HW Lochner Inc
Check Number: 47764

Invoice No	Check Date	Account Number	Account Name	Description	Amount
17	5/8/2019	301 016 544 40 41 02	T11 - 24th & 91st Ext Design	24th Street SE Extension Consulting	\$13,097.70
					\$13,097.70

Vendor: Iron Mountain Quarry LLC
Check Number: 47765

Invoice No	Check Date	Account Number	Account Name	Description	Amount
0287745	5/8/2019	410 016 531 10 31 02	SW-Operating Costs	Rock - Pond Access	\$269.21
0287792	5/8/2019	410 016 531 10 31 02	SW-Operating Costs	Rock - Pond Access	\$252.06
0288013	5/8/2019	305 010 594 76 60 00	North Cove Park Capital	Rock/Dump Fees - North Cove	\$669.73
0288065	5/8/2019	305 010 594 76 60 00	North Cove Park Capital	Rock/Dump Fees - North Cove	\$529.73
0288195	5/8/2019	305 010 594 76 60 00	North Cove Park Capital	Rock/Dump Fees North Cove	\$1,432.42
0288238	5/8/2019	305 010 594 76 60 00	North Cove Park Capital	Rock/Dump Fees North Cove	\$1,111.43
0288295	5/8/2019	305 010 594 76 60 00	North Cove Park Capital	Rock North Cove	\$1,524.77
0288346	5/8/2019	305 010 594 76 60 00	North Cove Park Capital	Rock/Dump Fees North Cove	\$931.10
0288403	5/8/2019	305 010 594 76 60 00	North Cove Park Capital	Rock/Dump Fees North Cove	\$586.03
					\$7,306.48

Vendor: Irwin
Check Number: 47766

Invoice No	Check Date	Account Number	Account Name	Description	Amount
050319 IRWIN	5/8/2019	001 008 521 20 43 00	LE-Travel & Per Diem	PerDiem - Meals Rifle Instructor Recert Wenatchee - Irwin	\$55.00
					\$55.00

Vendor: J Thayer Company Inc
Check Number: 47767

Invoice No	Check Date	Account Number	Account Name	Description	Amount
1323809-0	5/8/2019	001 008 521 20 31 00	LE-Office Supplies	Toner/Paper	\$120.78
1323922-0	5/8/2019	001 008 521 20 31 00	LE-Office Supplies	Legal Pads	\$18.49
1347870-0	5/8/2019	001 003 514 20 31 00	CC-Office Supply	Folder/Bond Paper	\$32.99
1347870-0	5/8/2019	001 007 558 50 31 00	PL-Office Supplies	Pens/Rubberbands	\$6.91
1347870-0	5/8/2019	001 007 559 30 31 00	PB-Office Supplies	Pens/Rubberbands	\$6.91
1347870-0	5/8/2019	001 013 518 20 31 00	GG-Operating Costs	Copy Paper/Lead/Batteries	\$271.04
1348562-0	5/8/2019	001 013 518 20 31 00	GG-Operating Costs	Toilet Paper	\$130.66
1350242-0	5/8/2019	001 003 514 20 31 00	CC-Office Supply	Folder	\$2.08
1350242-0	5/8/2019	001 007 558 50 31 00	PL-Office Supplies	11x17 Paper/Notebook	\$20.22
1350242-0	5/8/2019	001 007 559 30 31 00	PB-Office Supplies	11x17 Paper	\$13.93
1350242-0	5/8/2019	001 010 576 80 31 00	PK-Operating Costs	Heavy Duty Stapler/Staples	\$19.60
1350242-0	5/8/2019	001 013 518 20 31 00	GG-Operating Costs	11x17 Paper/File Folder	\$23.18
1350242-0	5/8/2019	101 016 544 90 31 01	ST-Office Supplies	Heavy Duty Stapler/Staples	\$19.60
1350242-0	5/8/2019	410 016 531 10 31 01	SW-Office Supplies	Heavy Duty Stapler/Staples	\$19.60
1350842-0	5/8/2019	001 008 521 20 31 00	LE-Office Supplies	Tape	\$23.90
1352661-0	5/8/2019	001 008 521 20 31 00	LE-Office Supplies	Batteries	\$10.89

1354207-0	5/8/2019	001 003 514 20 31 00	CC-Office Supply	Folders/Certificate Paper	\$133.19
1354207-0	5/8/2019	001 007 558 50 31 00	PL-Office Supplies	Ink	\$81.66
1354207-0	5/8/2019	001 013 518 20 31 00	GG-Operating Costs	Soap/Post It Notes/Paper Clips	\$26.44
1354207-0	5/8/2019	101 016 544 90 31 01	ST-Office Supplies	Binder/Eraser	\$2.94
1354207-0	5/8/2019	410 016 531 10 31 01	SW-Office Supplies	Binder/Eraser	\$2.95
C1346405-0	5/8/2019	001 008 521 20 31 00	LE-Office Supplies	Credit Post It Notes	(\$45.54)
					\$942.42

Vendor: Jewell

Check Number: 47768

Invoice No	Check Date	Account Number	Account Name	Description	Amount
041819 JEWELL	5/8/2019	001 008 521 20 32 00	LE-Fuel	Reimburse Fuel PT59 - Jewell	\$20.00
052819 JEWELL	5/8/2019	001 008 521 20 43 00	LE-Travel & Per Diem	PerDiem - Meals Interviewing Class Everett - Jewell	\$60.00

Vendor: John E Reid and Associates Inc

Check Number: 47769

Invoice No	Check Date	Account Number	Account Name	Description	Amount
186863	5/8/2019	001 008 521 40 49 01	LE-Registration Fees	Registration - Child Abuse Class - Miner/Parnell	\$850.00

Vendor: Kim PS Inc

Check Number: 47770

Invoice No	Check Date	Account Number	Account Name	Description	Amount
8Z0465223	5/8/2019	001 011 515 91 41 00	LG-General Indigent Defense	Public Defender Services	\$97.50
9Z0204688	5/8/2019	001 011 515 91 41 00	LG-General Indigent Defense	Public Defender Services	\$135.00

Vendor: Lake Industries LLC

Check Number: 47771

Invoice No	Check Date	Account Number	Account Name	Description	Amount
279684	5/8/2019	305 010 594 76 60 00	North Cove Park Capital	Rock/Screened Pit Run - North Cove	\$6,223.19
279703	5/8/2019	305 010 594 76 60 00	North Cove Park Capital	Screened Pit Run - North Cove	\$481.31
279720	5/8/2019	305 010 594 76 60 00	North Cove Park Capital	Screened Pit Run - North Cove	\$10,465.48
279730	5/8/2019	305 010 594 76 60 00	North Cove Park Capital	Screened Pit Run - North Cove	\$8,502.25
279749	5/8/2019	305 010 594 76 60 00	North Cove Park Capital	Screened Pit Run - North Cove	\$6,192.20
279780	5/8/2019	305 010 594 76 60 00	North Cove Park Capital	Screened Pit Run - North Cove	\$2,264.15
279792	5/8/2019	305 010 594 76 60 00	North Cove Park Capital	Screened Pit Run - North Cove	\$4,089.46
279793	5/8/2019	305 010 594 76 60 00	North Cove Park Capital	Drain Rock - North Cove	\$195.44
279804	5/8/2019	305 010 594 76 60 00	North Cove Park Capital	Screened Pit Run - North Cove	\$4,784.88
279816	5/8/2019	305 010 594 76 60 00	North Cove Park Capital	Drain Rock/Screened Pit Run - North Cove	\$2,564.85
36816	5/8/2019	305 010 594 76 60 00	North Cove Park Capital	Fill Hauled In - North Cove	\$2,760.00
36819	5/8/2019	305 010 594 76 60 00	North Cove Park Capital	Fill Hauled In - North Cove	\$2,760.00
36831	5/8/2019	305 010 594 76 60 00	North Cove Park Capital	Fill Hauled In - North Cove	\$2,520.00
36832	5/8/2019	305 010 594 76 60 00	North Cove Park Capital	Fill Hauled In - North Cove	\$1,830.00
36840	5/8/2019	305 010 594 76 60 00	North Cove Park Capital	Fill Hauled In - North Cove	\$890.00

36871	5/8/2019	305 010 594 76 60 00	North Cove Park Capital	Fill Hauled In - North Cove	\$510.00
36881	5/8/2019	305 010 594 76 60 00	North Cove Park Capital	Fill Hauled In - North Cove	\$540.00
36904	5/8/2019	305 010 594 76 60 00	North Cove Park Capital	Fill Hauled In - North Cove	\$120.00
36927	5/8/2019	305 010 594 76 60 00	North Cove Park Capital	Fill Hauled In - North Cove	\$540.00
36932	5/8/2019	305 010 594 76 60 00	North Cove Park Capital	Fill Hauled In - North Cove	\$75.00
36981	5/8/2019	305 010 594 76 60 00	North Cove Park Capital	Fill Hauled In - North Cove	\$100.00
36982	5/8/2019	305 010 594 76 60 00	North Cove Park Capital	Fill Hauled In - North Cove	\$170.00
37642	5/8/2019	305 010 594 76 60 00	North Cove Park Capital	Fill Hauled In - North Cove	\$540.00
					\$59,118.21

Vendor: Lake Stevens Chamber of Commerce

Check Number: 47772

Invoice No	Check Date	Account Number	Account Name	Description	Amount
050119 CHAMBER	5/8/2019	001 013 518 90 49 01	GG-Chamber of Commerce	Contributions for VIC May 2019	\$1,500.00
					\$1,500.00

Vendor: Lake Stevens Police Guild

Check Number: 47700

Invoice No	Check Date	Account Number	Account Name	Description	Amount
042519	4/25/2019	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: 47773

Invoice No	Check Date	Account Number	Account Name	Description	Amount
0018190107	5/8/2019	001 007 559 30 32 00	PB-Fuel	Fuel	\$124.79
0018190107	5/8/2019	001 008 521 20 32 00	LE-Fuel	Fuel	\$6,250.39
0018190107	5/8/2019	001 010 576 80 32 00	PK-Fuel Costs	Fuel	\$35.86
0018190107	5/8/2019	101 016 542 30 32 00	ST-Fuel	Fuel	\$2,511.85
0018190107	5/8/2019	410 016 531 10 32 00	SW-Fuel	Fuel	\$1,500.50
3201819080	5/8/2019	001 001 511 60 45 01	Legislative - Rentals	Council Chambers Rental Jan 2019	\$100.00
3201819116	5/8/2019	001 001 511 60 45 01	Legislative - Rentals	Council Chambers Rental Feb/March 2019	\$190.00
					\$10,713.39

Vendor: Lakeland Homes

Check Number: 47774

Invoice No	Check Date	Account Number	Account Name	Description	Amount
2019-013	5/8/2019	001 008 521 20 31 07	LE - Donation Canine Unit	Prefabricated Dog Kennel	\$4,632.50
					\$4,632.50

Vendor: LN Curtis & Sons

Check Number: 47775

Invoice No	Check Date	Account Number	Account Name	Description	Amount
CM15840	5/8/2019	001 008 521 20 31 05	LE-Equipment - New Officers	Credit - Returned Boots - Holland INV181290	(\$217.75)
INV242207	5/8/2019	001 008 521 20 31 02	LE-Minor Equipment	Balance Fleece Jacket/Long Sleeve Shirt	\$84.89
INV266906	5/8/2019	001 008 521 20 31 02	LE-Minor Equipment	Rescue MSA Cairns Modern Helmets	\$578.74
INV272446	5/8/2019	001 008 521 20 31 01	LE-Fixed Minor Equipment	Female Unstructured/Concealable Carrier/Trama Pack	\$1,047.40

INV272822	5/8/2019	001 008 521 20 31 02	LE-Minor Equipment	Zip Front Breakaway Safety Vest	\$54.45
INV273568	5/8/2019	001 008 521 21 26 00	LE-Boating Clothing	Polos	\$94.74
INV276533	5/8/2019	001 008 521 20 31 02	LE-Minor Equipment	Short Sleeve Shirts/Long Sleeve Shirts/Pants	\$303.75
					\$1,946.22

Vendor: Lowes Companies

Check Number: 47776

Invoice No	Check Date	Account Number	Account Name	Description	Amount
920913	5/8/2019	101 016 544 90 31 02	ST-Operating Cost	Self Lock Pro/Tape/Ground Rod Cop/Misc	\$207.68
					\$207.68

Vendor: Marshall

Check Number: 47777

Invoice No	Check Date	Account Number	Account Name	Description	Amount
042319 MARSHALL	5/8/2019	001 008 521 20 43 00	LE-Travel & Per Diem	PerDiem - Meal Radar Operator Training Everett - Marshall	\$20.00
					\$20.00

Vendor: Meis

Check Number: 47778

Invoice No	Check Date	Account Number	Account Name	Description	Amount
040919 MEIS	5/8/2019	001 007 558 50 43 00	PL-Travel & Mtgs	PerDiem - Hotel/Meals/Gas/Parking WRPA Conf - Meis	\$454.84
					\$454.84

Vendor: Method Barricade & Construction Supply LLC

Check Number: 47779

Invoice No	Check Date	Account Number	Account Name	Description	Amount
12029	5/8/2019	101 016 542 64 48 00	ST-Traffic Control - R&M	SR92 Replacement Sign	\$141.70
					\$141.70

Vendor: Meyers

Check Number: 47780

Invoice No	Check Date	Account Number	Account Name	Description	Amount
042819 MEYERS	5/8/2019	001 007 559 30 43 00	PB-Travel & Mtgs	PerDiem - Meals WSAPT 2019 Conference - Meyers	\$50.00
					\$50.00

Vendor: Monroe Correctional Complex

Check Number: 47781

Invoice No	Check Date	Account Number	Account Name	Description	Amount
MCC1903.988	5/8/2019	001 010 576 80 48 00	PK-Repair & Maintenance	DOC Crew Work - March 2019	\$126.98
MCC1903.988	5/8/2019	101 016 542 30 48 00	ST-Repair & Maintenance	DOC Crew Work - March 2019	\$456.80
MCC1903.988	5/8/2019	410 016 531 10 48 00	SW-Repairs & Maintenance	DOC Crew Work - March 2019	\$126.98
					\$710.76

Vendor: Motorola Solutions Inc

Check Number: 47782

Invoice No	Check Date	Account Number	Account Name	Description	Amount
16047225	5/8/2019	001 008 521 20 31 01	LE-Fixed Minor Equipment	2019 Radio & Battery Replacements PO #0000001733	\$19,344.50
					\$19,344.50

Vendor: National Law Enforcement Firearms Instructors Asso

Check Number: 47783

Invoice No	Check Date	Account Number	Account Name	Description	Amount
02847	5/8/2019	001 008 521 40 49 01	LE-Registration Fees	Registration Live-Fire Vehicular Engagements - Hingtgen	\$350.00
					\$350.00

Vendor: Nationwide Retirement Solution

Check Number: 0

Invoice No	Check Date	Account Number	Account Name	Description	Amount
042519	4/25/2019	001 000 282 00 00 00	Payroll Liability Retirement	Employee Portion-Nationwide	\$3,986.67
					\$3,986.67

Vendor: Northend Truck Equipment Inc

Check Number: 47784

Invoice No	Check Date	Account Number	Account Name	Description	Amount
1037259	5/8/2019	101 016 544 90 31 02	ST-Operating Cost	Cab Rack/Beacon Mount/Tool Box PW74	\$1,045.28
1037259	5/8/2019	410 016 531 10 31 02	SW-Operating Costs	Cab Rack/Beacon Mount/Tool Box PW74	\$1,045.28
					\$2,090.56

Vendor: NW Geosynthetics Inc

Check Number: 47785

Invoice No	Check Date	Account Number	Account Name	Description	Amount
I0293226	5/8/2019	101 016 544 90 31 02	ST-Operating Cost	Miragrid 8XT	\$500.50
I0293226	5/8/2019	410 016 531 10 31 02	SW-Operating Costs	Miragrid 8XT	\$500.50
					\$1,001.00

Vendor: O Reilly Auto Parts

Check Number: 47786

Invoice No	Check Date	Account Number	Account Name	Description	Amount
2960-102379	5/8/2019	001 010 576 80 31 00	PK-Operating Costs	Protect	\$13.71
2960-103661	5/8/2019	410 016 531 10 31 02	SW-Operating Costs	Spark Plugs/O-Rings PW5	\$47.35
2960-103901	5/8/2019	101 016 544 90 31 02	ST-Operating Cost	Battery Cleaner	\$2.45
2960-103901	5/8/2019	410 016 531 10 31 02	SW-Operating Costs	Battery Cleaner	\$2.44
2960-104037	5/8/2019	410 016 531 10 31 02	SW-Operating Costs	Manifold Set PW5	\$52.31
2960-104228	5/8/2019	410 016 531 10 31 02	SW-Operating Costs	Int Manifold/Gaskets PW5	\$355.80
2960-104248	5/8/2019	101 016 544 90 31 02	ST-Operating Cost	Cabinet	\$40.87
2960-104248	5/8/2019	410 016 531 10 31 02	SW-Operating Costs	Cabinet	\$40.87
2960-105208	5/8/2019	410 016 531 10 31 02	SW-Operating Costs	AntiFreeze PW5	\$91.52
2960-105299	5/8/2019	410 016 531 10 31 02	SW-Operating Costs	Cop Boot Kit PW5	\$37.90
2960-105300	5/8/2019	410 016 531 10 35 00	SW-Small Tools	Grease Gun PW50/PW67	\$47.94
2960-105321	5/8/2019	410 016 531 10 35 00	SW-Small Tools	Socket Sets/Pliers/Tubs/Battery Pliers/Pinch Pliers	\$726.80
2960-105592	5/8/2019	001 010 576 80 31 00	PK-Operating Costs	Fuel Filter PW 31/Oil Filter PW69/Wiper Blades PW26	\$15.55
2960-105592	5/8/2019	101 016 544 90 31 02	ST-Operating Cost	Fuel Filter PW 31/Oil Filter PW69/Wiper Blades PW26	\$15.56
2960-105592	5/8/2019	410 016 531 10 31 02	SW-Operating Costs	Fuel Filter PW 31/Oil Filter PW69/Wiper Blades PW26	\$15.56
2960-106069	5/8/2019	101 016 544 90 31 02	ST-Operating Cost	Toggle Switches PW74/PW4	\$15.66

2960-106069	5/8/2019	410 016 531 10 31 02	SW-Operating Costs	Toggle Switches PW74/PW4	\$15.67
2960-108371	5/8/2019	001 008 521 50 30 02	LE-Fleet Minor Equipment	Speed Bug	\$7.62
2960-479611	5/8/2019	410 016 531 10 31 02	SW-Operating Costs	Credit Battery	(\$47.92)
					\$1,497.66

Vendor: Ogden Murphy Wallace PLLC

Check Number: 47787

Invoice No	Check Date	Account Number	Account Name	Description	Amount
823210	5/8/2019	001 011 515 41 41 00	Ext Consultation - City Atty	Legal Services March 2019	\$966.00
823210	5/8/2019	001 011 515 41 41 00	Ext Consultation - City Atty	Legal Services March 2019	\$2,760.00
823210	5/8/2019	001 011 515 41 41 00	Ext Consultation - City Atty	Legal Services March 2019	\$8,662.50
823210	5/8/2019	001 011 515 41 41 01	Ext Consult - PRA	Legal Services March 2019	\$672.00
					\$13,060.50

Vendor: Outcomes by Levy LLC

Check Number: 47788

Invoice No	Check Date	Account Number	Account Name	Description	Amount
2019-04-LS	5/8/2019	001 013 511 70 40 00	Lobbying Services	Legislative/Regulatory Consulting April 2019	\$4,974.75
					\$4,974.75

Vendor: Owen Equipment Company

Check Number: 47789

Invoice No	Check Date	Account Number	Account Name	Description	Amount
00093180	5/8/2019	410 016 531 10 31 02	SW-Operating Costs	Relief Valve - Vactor	\$474.21
					\$474.21

Vendor: Pacific Northwest Scale Co Inc

Check Number: 47790

Invoice No	Check Date	Account Number	Account Name	Description	Amount
6325	5/8/2019	001 008 521 20 31 01	LE-Fixed Minor Equipment	Annual Scale Calibration Services	\$327.30
					\$327.30

Vendor: Perteet Inc

Check Number: 47791

Invoice No	Check Date	Account Number	Account Name	Description	Amount
20120176.001-46	5/8/2019	301 016 544 40 41 00	Street Op - P&D - 20th St SE	20th Street SE Phase II Segment 1 Design	\$7,193.52
					\$7,193.52

Vendor: Petty Cash Account

Check Number: 47792

Invoice No	Check Date	Account Number	Account Name	Description	Amount
032819	5/8/2019	001 007 558 50 41 00	PL-Professional Servic	Rhodora Annexation - SnoCo Recording	\$50.00
					\$50.00

Vendor: Pugh

Check Number: 47793

Invoice No	Check Date	Account Number	Account Name	Description	Amount
042419 PUGH	5/8/2019	410 016 531 10 41 01	SW-Professional Services	Reimburse - Postage to Mail Signed Bond Docs Decant Facility	\$10.12
					\$10.12

Vendor: Purchase Power
Check Number: 47794

Invoice No	Check Date	Account Number	Account Name	Description	Amount
01831977 0419	5/8/2019	001 007 558 50 42 00	PL-Communication	Postage	\$61.28
01831977 0419	5/8/2019	001 013 518 20 42 00	GG-Communication	Postage	\$215.38
01831977 0419	5/8/2019	101 016 543 30 42 00	ST-Communications	Postage	\$11.67
01831977 0419	5/8/2019	410 016 531 10 42 00	SW-Communications	Postage	\$11.67
					\$300.00

Vendor: Republic Services 197
Check Number: 47795

Invoice No	Check Date	Account Number	Account Name	Description	Amount
0197-002383102	5/8/2019	001 013 518 20 47 02	GG - Utilities for Rentals	Dumpster Svcs - Final Williams Investments 12202 Lakeshore Dr	\$229.93
0197-002400728	5/8/2019	001 013 518 20 47 02	GG - Utilities for Rentals	Dumpster Svcs - Final Williams Investments 12202 Lakeshore Dr	\$30.42
					\$260.35

Vendor: Rexcel USA Inc
Check Number: 47796

Invoice No	Check Date	Account Number	Account Name	Description	Amount
U574029	5/8/2019	305 010 594 76 60 00	North Cove Park Capital	PVC Terminal Adapter North Cove	\$655.87
U898184	5/8/2019	001 010 576 80 31 00	PK-Operating Costs	Gard-N-Post/Plugs/Conduit/Portable Cords	\$1,023.40
U916476	5/8/2019	001 010 576 80 31 00	PK-Operating Costs	Hand Tote	\$40.90
U948489	5/8/2019	410 016 531 10 35 00	SW-Small Tools	Battery/Flu Fluke	\$410.97
					\$2,131.14

Vendor: Right On Heating & Sheet Metal Inc
Check Number: 47797

Invoice No	Check Date	Account Number	Account Name	Description	Amount
24861	5/8/2019	001 013 518 20 48 00	GG-Repair & Maintenance	HVAC - Winter Service City Buildings	\$500.00
					\$500.00

Vendor: Rutherford
Check Number: 47798

Invoice No	Check Date	Account Number	Account Name	Description	Amount
052819 RUTHFORD	5/8/2019	001 008 521 20 43 00	LE-Travel & Per Diem	PerDiem - Meals Interviewing Class Everett - Rutherford	\$60.00
					\$60.00

Vendor: Seltz
Check Number: 47799

Invoice No	Check Date	Account Number	Account Name	Description	Amount
042919 SELTZ	5/8/2019	001 000 322 90 00 00	Weapon License Permit - Local	CPL Refund	\$14.00
042919 SELTZ	5/8/2019	633 000 389 30 00 02	Gun Permit Fees	CPL Refund	\$18.00
					\$32.00

Vendor: Signs Plus Inc
Check Number: 47800

Invoice No	Check Date	Account Number	Account Name	Description	Amount
28360	5/8/2019	001 006 518 80 48 00	IT-Repair & Maintenance	Radio Power Supply	\$160.23
					\$160.23

Vendor: Simplified Safety Inc
Check Number: 47801

Invoice No	Check Date	Account Number	Account Name	Description	Amount
200162461-1	5/8/2019	001 013 518 20 48 00	GG-Repair & Maintenance	ADA Railing for City Hall Entrance	\$3,970.18
					\$3,970.18

Vendor: SirennetCom
Check Number: 47802

Invoice No	Check Date	Account Number	Account Name	Description	Amount
0238671-IN	5/8/2019	001 008 521 20 31 07	LE - Donation Canine Unit	Flange/LED Dome Light/Linear Strobe	\$511.91
0238803-IN	5/8/2019	520 008 594 21 63 00	Capital Equipment	Linear Strobes	\$154.13
0239120-IN	5/8/2019	520 008 594 21 63 00	Capital Equipment	Replacement Toggle Switch	\$60.92
					\$726.96

Vendor: Six Robblees Inc
Check Number: 47803

Invoice No	Check Date	Account Number	Account Name	Description	Amount
14-382374	5/8/2019	101 016 544 90 31 02	ST-Operating Cost	Flat Car End/Flat Pin Car/Valve Drum/Line Shoe Rock	\$278.59
					\$278.59

Vendor: SJ Hendrickson LLC
Check Number: 47804

Invoice No	Check Date	Account Number	Account Name	Description	Amount
2907	5/8/2019	101 016 544 90 31 02	ST-Operating Cost	Plastic 4 Wheels/Auger Sand Blaster	\$476.44
2907	5/8/2019	410 016 531 10 31 02	SW-Operating Costs	Plastic 4 Wheels/Auger Sand Blaster	\$476.44
					\$952.88

Vendor: Smith
Check Number: 47805

Invoice No	Check Date	Account Number	Account Name	Description	Amount
043019 SMITH	5/8/2019	001 005 518 10 43 00	HR-Travel & Meetings	PerDiem - Meals AWC Labor Relations Yakima - Smith	\$91.00
					\$91.00

Vendor: Snohomish County 911
Check Number: 47806

Invoice No	Check Date	Account Number	Account Name	Description	Amount
1448	5/8/2019	001 008 528 00 51 00	LE-Snopac Dispatch	Dispatch Services	\$28,214.30
					\$28,214.30

Vendor: Snohomish County Planning

Check Number: 47807

Invoice No	Check Date	Account Number	Account Name	Description	Amount
1000498664	5/8/2019	001 007 559 30 41 00	PB-Professional Srv	March 2019 ILA Building Inspections Hours	\$1,940.00
					\$1,940.00

Vendor: Snohomish County PUD

Check Number: 47808

Invoice No	Check Date	Account Number	Account Name	Description	Amount
100385842	5/8/2019	001 010 576 80 47 00	PK-Utilities	203599006 City Shop Electric/Water	\$183.64
100385842	5/8/2019	101 016 543 50 47 00	ST-Utilities	203599006 City Shop Electric/Water	\$183.63
100385842	5/8/2019	410 016 531 10 47 00	SW-Utilities	203599006 City Shop Electric/Water	\$183.69
105102467	5/8/2019	001 010 576 80 47 00	PK-Utilities	200206019 Parks Electric	\$69.44
105102467	5/8/2019	001 010 576 80 47 00	PK-Utilities	200206019 Parks Lighting	\$10.68
105102467	5/8/2019	001 010 576 80 47 00	PK-Utilities	200206019 Parks Water	\$62.21
105102467	5/8/2019	001 012 572 20 47 00	CS-Library-Utilities	200206019 Library Electric	\$556.78
105102467	5/8/2019	001 013 518 20 47 00	GG-Utilities	200206019 City Hall Admin Electric	\$184.14
105102467	5/8/2019	001 013 518 20 47 00	GG-Utilities	200206019 City Hall Electric	\$325.67
105102467	5/8/2019	001 013 518 20 47 00	GG-Utilities	200206019 City Hall Water	\$118.93
105102467	5/8/2019	001 013 518 20 47 00	GG-Utilities	200206019 Family Center Water	\$53.18
105102467	5/8/2019	001 013 518 20 47 00	GG-Utilities	200206019 Library Water	\$86.60
105102467	5/8/2019	001 013 518 20 47 00	GG-Utilities	200206019 War Memorial Electric	\$22.03
105102467	5/8/2019	101 016 542 63 47 00	ST-Lighting - Utilities	200206019 Street Lights	\$122.81
108416500	5/8/2019	101 016 542 63 47 00	ST-Lighting - Utilities	200363505 Traffic Signal	\$77.10
111710140	5/8/2019	001 012 575 50 47 00	CS-Community Center-Utilities	200860922 Community Center	\$333.51
111715752	5/8/2019	101 016 542 63 47 00	ST-Lighting - Utilities	200178218 Street Lights 8533 15th St NE	\$84.97
111715752	5/8/2019	101 016 542 63 47 00	ST-Lighting - Utilities	200178218 Traffic Signal 8718 17th St NE	\$137.47
115027716	5/8/2019	001 008 521 50 47 00	LE-Facility Utilities	200558690 Police N Lakeshore Dr Electric	\$108.76
115027716	5/8/2019	001 008 521 50 47 00	LE-Facility Utilities	200558690 Police N Lakeshore Dr Water	\$24.51
115027716	5/8/2019	001 013 518 20 47 02	GG - Utilities for Rentals	200558690 12202 N Lakeshore Dr Apt 3 Electric	\$17.98
115027716	5/8/2019	001 013 518 20 47 02	GG - Utilities for Rentals	200558690 12202 N Lakeshore Dr Apt 8 Electric	\$17.98
115027716	5/8/2019	001 013 518 20 47 02	GG - Utilities for Rentals	200558690 12202 N Lakeshore Dr Water/Electric	\$856.69
121651513	5/8/2019	001 010 576 80 47 00	PK-Utilities	200493443 Catherine Creek Park Electric	\$16.60
128256277	5/8/2019	101 016 542 63 47 00	ST-Lighting - Utilities	202013249 Traffic Signal 1933 79th Ave SE	\$90.34
128256277	5/8/2019	101 016 542 64 47 00	ST-Traffic Control -Utility	202013249 Traffic Signal 7441 20th St SE	\$80.97
131553323	5/8/2019	001 012 575 30 47 00	CS-Historical-Utilities	202289237 Museum	\$62.70
131553323	5/8/2019	001 012 575 51 47 00	CS-Grimm House Utilities	202289237 Grimm House	\$62.71
134860325	5/8/2019	101 016 542 63 47 00	ST-Lighting - Utilities	201860178 Traffic Signal	\$141.70
134863175	5/8/2019	101 016 542 63 47 00	ST-Lighting - Utilities	202648705 Street Lights	\$52.13
138080896	5/8/2019	001 010 576 80 47 00	PK-Utilities	202340527 Decant Yard	\$7.21
138080896	5/8/2019	101 016 543 50 47 00	ST-Utilities	202340527 Decant Yard	\$7.21
138080896	5/8/2019	410 016 531 10 47 00	SW-Utilities	202340527 Decant Yard	\$7.20

141386790	5/8/2019	101 016 542 63 47 00	ST-Lighting - Utilities	203728159 Traffic Signal	\$50.75
144732322	5/8/2019	001 010 576 80 47 00	PK-Utilities	203582010 Lundeen Restrooms Electric	\$126.56
144732322	5/8/2019	001 010 576 80 47 00	PK-Utilities	203582010 Lundeen Restrooms Water	\$351.63
144732322	5/8/2019	001 012 557 30 40 01	CS - VIC Utilities	203582010 Visitor Information Center Electric	\$126.47
144732322	5/8/2019	101 016 542 63 47 00	ST-Lighting - Utilities	203582010 Street Lights	\$57.65
157756558	5/8/2019	001 008 521 50 47 00	LE-Facility Utilities	203033030 Police Dept Electric	\$556.04
157756558	5/8/2019	001 008 521 50 47 00	LE-Facility Utilities	203033030 Police Dept Water	\$130.04
157765887	5/8/2019	101 016 542 63 47 00	ST-Lighting - Utilities	203731153 Traffic Signals	\$150.21
164154520	5/8/2019	001 010 576 80 47 00	PK-Utilities	221860174 Frontier Circle Park Electric	\$28.52
164157483	5/8/2019	101 016 542 63 47 00	ST-Lighting - Utilities	205338056 SR92 Roundabout at 113th	\$62.47
164158665	5/8/2019	101 016 542 63 47 00	ST-Lighting - Utilities	205320781 SR92 Roundabout at 99th	\$54.22
167403386	5/8/2019	101 016 542 63 47 00	ST-Lighting - Utilities	202988481 Street Lights	\$189.48
					\$6,235.21

Vendor: Snohomish County PW S

Check Number: 47809

Invoice No	Check Date	Account Number	Account Name	Description	Amount
1000498914	5/8/2019	101 016 542 64 48 00	ST-Traffic Control - R&M	Signal/Sign Repair & Maintenance March 2019	\$238.34
1000498915	5/8/2019	101 016 542 66 31 00	ST-Snow & Ice - Sply	Salt/Sand	\$919.16
1000499035	5/8/2019	410 016 531 20 41 00	SW-SnoCo Lake Monitoring	Q1 2019 Lake Monitoring	\$2,379.49
					\$3,536.99

Vendor: Snohomish County Sheriffs Office

Check Number: 47810

Invoice No	Check Date	Account Number	Account Name	Description	Amount
2019-5057	5/8/2019	001 008 523 60 51 00	LE-Jail	Jail Services Medical March 2019	\$371.08
					\$371.08

Vendor: Sound Publishing Inc

Check Number: 47811

Invoice No	Check Date	Account Number	Account Name	Description	Amount
7906484	5/8/2019	001 007 558 50 31 02	PL-Permit Related Op. Costs	Building Inspector/Code Compliance Officer Advertisment	\$513.00
					\$513.00

Vendor: Sound Security Inc

Check Number: 47812

Invoice No	Check Date	Account Number	Account Name	Description	Amount
928923	5/8/2019	001 013 518 20 41 00	GG-Professional Service	Fire & Security Monitoring CH May 2019	\$571.04
					\$571.04

Vendor: Stanwood Redi Mix Inc

Check Number: 47813

Invoice No	Check Date	Account Number	Account Name	Description	Amount
18596	5/8/2019	101 016 542 61 31 00	ST-Sidewalk Repair Supply	Foundation Mix AEA	\$1,432.26
					\$1,432.26

Vendor: Stevens
Check Number: 47814

Invoice No	Check Date	Account Number	Account Name	Description	Amount
042419 BSTEVENS	5/8/2019	001 004 514 23 43 00	FI-Travel & Meetings	PerDiem - Lyft/Rental Car NOVATime Conf - B Stevens	\$85.29
042419 BSTEVENS	5/8/2019	001 005 518 10 43 00	HR-Travel & Meetings	PerDiem - Lyft NOVATime Conf - Good/Smith	\$13.87
042419 BSTEVENS	5/8/2019	001 008 521 20 43 00	LE-Travel & Per Diem	PerDiem - Lyft NOVATime Conf - Beazizo	\$13.88
					\$113.04

Vendor: Tacoma Screw Products Inc
Check Number: 47815

Invoice No	Check Date	Account Number	Account Name	Description	Amount
18237072	5/8/2019	001 010 576 80 31 00	PK-Operating Costs	Gatorline Spools	\$117.89
18237073	5/8/2019	001 010 576 80 31 00	PK-Operating Costs	Oil/Shovel/Links/Cap Screws/Gloves	\$231.09
18237073	5/8/2019	101 016 544 90 31 02	ST-Operating Cost	Oil/Shovel/Links/Cap Screws/Gloves	\$231.09
18237073	5/8/2019	410 016 531 10 31 02	SW-Operating Costs	Oil/Shovel/Links/Cap Screws/Gloves	\$231.09
18237074	5/8/2019	001 010 576 80 31 00	PK-Operating Costs	Funnel for Safety Cans	\$118.65
18237880	5/8/2019	101 016 544 90 31 02	ST-Operating Cost	Hitch Pins/Earplugs/Wire Lock Pins/Safety Glasses	\$99.61
18237880	5/8/2019	410 016 531 10 31 02	SW-Operating Costs	Hitch Pins/Earplugs/Wire Lock Pins/Safety Glasses	\$99.60
18238715	5/8/2019	001 010 576 80 31 00	PK-Operating Costs	Glass Cleaner	\$62.28
					\$1,191.30

Vendor: Technological Services Inc
Check Number: 47816

Invoice No	Check Date	Account Number	Account Name	Description	Amount
12293	5/8/2019	001 008 521 20 48 00	LE-Repair & Maintenance Equip	Express Lub/Oil/Tire Rotate/Brake Inspect/Filter S-15-59	\$202.82
12408	5/8/2019	001 008 521 20 48 00	LE-Repair & Maintenance Equip	Steer Inspect/Wheel Align/Battery PT-16-60	\$1,321.14
12476	5/8/2019	001 008 521 20 48 00	LE-Repair & Maintenance Equip	Express Lub/Oil/Fluids/Brake/Tire PT-17-75	\$84.99
12488	5/8/2019	001 008 521 20 48 00	LE-Repair & Maintenance Equip	Express Lub/Oil/Fluids/Tire/Brake I-18-77	\$93.82
12621	5/8/2019	001 008 521 20 48 00	LE-Repair & Maintenance Equip	Express Lub/Oil/Tire Rotation/Brake Inspec PT-15-63	\$89.38
					\$1,792.15

Vendor: Tom Astrof Construction Inc
Check Number: 47817

Invoice No	Check Date	Account Number	Account Name	Description	Amount
190411-935	5/8/2019	101 016 542 61 31 00	ST-Sidewalk Repair Supply	Bar Steel/Bag Ties	\$513.83
					\$513.83

Vendor: ULINE
Check Number: 47818

Invoice No	Check Date	Account Number	Account Name	Description	Amount
107875941	5/8/2019	001 008 521 20 31 02	LE-Minor Equipment	Blue Stack Bins/Bin Label Holder	\$218.34
					\$218.34

Vendor: United Rentals Inc
Check Number: 47819

Invoice No	Check Date	Account Number	Account Name	Description	Amount
167357874-001	5/8/2019	305 010 594 76 60 00	North Cove Park Capital	4 Week Dozer Rental - North Cove Park	\$8,064.91
					\$8,064.91

Vendor: UPS
Check Number: 47820

Invoice No	Check Date	Account Number	Account Name	Description	Amount
0000074Y42159	5/8/2019	001 008 521 20 42 00	LE-Communication	Evidence Shipping	\$31.48
0000074Y42179	5/8/2019	001 008 521 20 42 00	LE-Communication	Evidence Shipping	\$32.66
					\$64.14

Vendor: Vantagepoint Transfer Agents - 108991
Check Number: 47701

Invoice No	Check Date	Account Number	Account Name	Description	Amount
042519	4/25/2019	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: 47702

Invoice No	Check Date	Account Number	Account Name	Description	Amount
042519	4/25/2019	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: 47821

Invoice No	Check Date	Account Number	Account Name	Description	Amount
9828760317	5/8/2019	001 008 521 20 42 00	LE-Communication	Wireless Phone Service PD April 2019	\$2,773.13
					\$2,773.13

Vendor: WABO
Check Number: 47822

Invoice No	Check Date	Account Number	Account Name	Description	Amount
37498	5/8/2019	001 007 559 30 41 01	PB-Advertising	Interim Building Official Job Posting	\$50.00
					\$50.00

Vendor: WAPRO
Check Number: 47823

Invoice No	Check Date	Account Number	Account Name	Description	Amount
2799	5/8/2019	001 008 521 40 49 01	LE-Registration Fees	Registration - WAPRO Spring Training - Fox	\$200.00
					\$200.00

Vendor: Washington State Support Registry
Check Number: 0

Invoice No	Check Date	Account Number	Account Name	Description	Amount
042519	4/25/2019	001 000 284 00 00 00	Payroll Liability Other	Employee Paid Child Support	\$163.50
					\$163.50

Vendor: Washington Tractor Inc

Check Number: 47824

Invoice No	Check Date	Account Number	Account Name	Description	Amount
1765817	5/8/2019	410 016 531 10 31 02	SW-Operating Costs	Nuts/Bolts	\$28.13
1794832	5/8/2019	410 016 531 10 31 02	SW-Operating Costs	Key Kit	\$65.61
					\$93.74

Vendor: Wave Broadband

Check Number: 47825

Invoice No	Check Date	Account Number	Account Name	Description	Amount
08601727	5/8/2019	001 002 513 11 42 00	AD-Communications	Telephone Service	\$24.04
08601727	5/8/2019	001 003 514 20 42 00	CC-Communications	Telephone Service	\$48.08
08601727	5/8/2019	001 004 514 23 42 00	FI-Communications	Telephone Service	\$48.08
08601727	5/8/2019	001 005 518 10 42 00	HR-Communications	Telephone Service	\$24.04
08601727	5/8/2019	001 006 518 80 42 00	IT-Communications	Telephone Service	\$72.13
08601727	5/8/2019	001 007 558 50 42 00	PL-Communication	Telephone Service	\$156.35
08601727	5/8/2019	001 007 559 30 42 00	PB-Communication	Telephone Service	\$24.04
08601727	5/8/2019	001 008 521 20 42 00	LE-Communication	Telephone Service	\$817.75
08601727	5/8/2019	001 012 575 30 42 00	CS-Historical-Communications	Telephone Service Museum	\$24.05
08601727	5/8/2019	001 012 575 50 42 00	CS-Community Center - Comm	Telephone Service Senior Ctr	\$24.04
08601727	5/8/2019	001 013 518 20 42 00	GG-Communication	Telephone Service	\$96.17
08601727	5/8/2019	101 016 543 30 42 00	ST-Communications	Telephone Service Shop	\$138.36
08601727	5/8/2019	410 016 531 10 42 00	SW-Communications	Telephone Service Shop	\$138.36
08601727	5/8/2019	510 006 518 80 49 04	LR - WaveBroadband Fiber Lease	Fiber Leases	\$1,884.99
					\$3,520.48

Vendor: Weed Graafstra & Associates Inc

Check Number: 47826

Invoice No	Check Date	Account Number	Account Name	Description	Amount
050219 WGA	5/8/2019	001 011 515 41 41 00	Ext Consultation - City Atty	Legal Services - General Matters	\$2,118.75
050219 WGA	5/8/2019	001 011 515 45 41 00	Ext Litigation - City Atty	Legal Services - General Matters	\$3,066.50
050219 WGA	5/8/2019	301 016 544 40 41 00	Street Op - P&D - 20th St SE	Legal Services - 20th Street Acquisitions	\$435.30
					\$5,620.55

Vendor: West Marine Pro

Check Number: 47827

Invoice No	Check Date	Account Number	Account Name	Description	Amount
009987	5/8/2019	001 008 521 21 31 00	LE-Boating Minor Equipment	Special Order Deposit	\$14.24
					\$14.24

Vendor: Willards Pest Control Co

Check Number: 47828

Invoice No	Check Date	Account Number	Account Name	Description	Amount
238498	5/8/2019	001 008 521 50 48 00	LE-Facility Repair & Maint	Pest Control Police Department	\$52.48
238499	5/8/2019	001 008 521 50 48 00	LE-Facility Repair & Maint	All Nuisance Ants Police Department	\$52.48
					\$104.96

Vendor: Wynne and Sons Inc
Check Number: 47829

Invoice No	Check Date	Account Number	Account Name	Description	Amount
59959	5/8/2019	410 016 531 10 31 01	SW-Office Supplies	Business Cards Mangold	\$68.56 \$68.56

Vendor: Zachor and Thomas Inc PS
Check Number: 47830

Invoice No	Check Date	Account Number	Account Name	Description	Amount
19-LKS0004	5/8/2019	001 011 515 41 41 02	Ext Consult - Prosecutor Fees	Prosecution Services April 2019	\$11,889.09 \$11,889.09

Vendor: ZOHO Corporation
Check Number: 47831

Invoice No	Check Date	Account Number	Account Name	Description	Amount
2224493	5/8/2019	510 006 518 80 49 24	LR - Log360 SIEM	Log360 Annual Subscription	\$6,236.98 \$6,236.98



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

Tuesday, April 23, 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, Community Development Director Russ Wright, Public Works Director Eric Durpos, Police Chief John Dyer, Commander Jeff Beazizo, Commander Ron Brooks, Human Resources Director Teri Smith, City Clerk Kathy Pugh, IT Manager Troy Stevens, City Attorney Greg Rubstello

OTHERS: County Councilmember Sam Low

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

Roll Call: All present.

Approval of Agenda: Councilmember Petershagen requested the Executive Session be moved immediately ahead of Action Items.

Councilmember McDaniel requested Consent Agenda item (D) be moved to Action Items.

Moved by Councilmember Welch, seconded by Councilmember Gailey, to approve the agenda as amended. On vote the motion carried (7-0-0-0).

New Employee Introduction: City Engineer Grace Kane introduced and welcomed new Engineering/ Development Technician Erik Mangold.

Citizen Comments:

Mary Dickinson, 2514 – 85th Drive NE #J-1, Lake Stevens, WA, commented trees have been cut down on SR 92 near a development at Callow Road, and asked what can be done in the future to save those trees that might be impacted by development.

Council Business:

- Councilmember Daughtry: Easter Egg Hunt at Lundein Park.
- Councilmember Petershagen: Landfill property site visit; Lake Stevens Rowing Club Spring Regatta.

- Councilmember Gailey: Landfill property site visit.
- Councilmember Welch: Arts Commission; Library Board.
- Councilmember Tageant: Sewer District.

Mayor's Business: Landfill property site tour; Easter Egg hunt; Library Board.

City Department Report:

- City Administrator Gene Brazel: Landfill property site tour follow up; Historical Society.
- Community Development Director Russ Wright: Snohomish County Tourism Alliance spring conference; North Cove and Frontier Heights Phase I bid packages; Request for Proposal for Trail Master Plan.
- Public Works Director Eric Durpos: Updated on downtown and North Cove Park improvements; boat launch will be closed for two weeks after the regatta for repaving and striping.
- Human Resources Director Teri Smith: Novatime electronic time sheet conference; Labor Relations Institute; recruiting update.
- Chief of Police John Dyer: Department reorganization, Commander Beazizo attending staffing analysis training in Bellingham; accreditation.

Consent Agenda:

MOTION: Moved by Councilmember Daughtry, seconded by Councilmember Welch, to approve the consent agenda as amended: (A) 2019 Vouchers [Payroll Direct Deposits of \$220,859.96, Payroll Check No. 47592 totaling \$1,889.90, Tax Deposits of \$209,088.86, Electronic Funds Transfers (ACH) of \$81,112.05, Claims Check Nos. 47593-47696 totaling \$490,533.20, Void Check Nos. 47451 and 47489 totaling \$1,313.06, Total Vouchers Approved: \$1,002,170.91], (B) City Council Regular Meeting Minutes of April 9, 2019, (C) City Council Workshop Meeting Minutes of April 16, 2019, (D) (Removed), (E) Resolution 2019-10 Adopting Scan and Toss Policy, (F) Change in City Council Meeting Schedule. On vote the motion carried (7-0-0-0).

Executive Session: At 7:17 p.m. Mayor Spencer announced an executive session beginning in approximately 5 minutes to last 10 minutes to discuss (2) Real Property Acquisition and Sales, with action to follow on one item.

At 7:29 p.m. the regular meeting of the City Council reconvened.

Action Items:

Amendment No. 1 to Concession Agreement with Hydrology Stand Up Paddle: City Administrator Brazel presented the staff report and said Lundein Park is seeing increased usage and providing some food and beverage concessions to park visitors is a good amenity. The existing concessionaire was contacted and is interested in providing limited prepackaged food and beverage concessions.

Councilmember McDaniel recalled previous discussions about not competing against brick and mortar businesses and expressed concern there will be additional trash and resultant costs that might incur to the City.

Administrator Brazel reviewed the difference between direct competition and selling limited food and beverage concessions. Councilmember McDaniel responded the City needs to revisit the original Request for Proposal, and added it is important to consider the City's existing brick and mortar businesses. Councilmember McDaniel expressed concern that with the redevelopment of North Cove Park more concessions in parks would be allowed to the detriment of the nearby brick and mortar businesses, some of whom are struggling. She also expressed concern that food vendor trucks will follow, and that sales taxes are not fully collected for the City.

Councilmember Gailey concurred with Councilmember McDaniel's comments.

Councilmember McDaniel added the Easter Egg hunt was sponsored by Norm's Market and noted that city businesses contribute to the city's service clubs.

Councilmember Petershagen commented on the accident that occurred in the crosswalk on Lundein Parkway, and said safety needs to be part of the discussion.

Councilmember McDaniel responded the bigger discussion is pedestrian safety throughout the city, and the concern here is sales tax revenue and competition with brick and mortar businesses.

Councilmember Welch said this was previously discussed by Council and there was direction to staff to bring this forward and that it would be park centric regulated. Each park would have their own agreement if required. There would be no need for concessions at North Cove Park because there are so many businesses in the immediate area.

Councilmember McDaniel responded there have already been mobile food vendors at North Cove Park.

Councilmember Tageant responded that food trucks that have been allowed have been allowed under a specific permit process. He said the city does receive sales tax from mobile vendors.

MOTION: Moved by Councilmember Welch, seconded by Councilmember Hilt, to approve Amendment No. 1 to Concessionaire License Agreement with Hydrology Stand Up Paddle, LLC.

Councilmember McDaniel requested the maker of the motion add language making it specific to Lundein Park.

Councilmember Daughtry responded this is not appropriate as the motion only applies to one vendor.

Councilmember Welch declined to amend the motion.

Councilmember Petershagen asked who is responsible for ensuring sales tax is collected and suggested this is a Department of Revenue responsibility if sales tax is not being collected.

Councilmember McDaniel agreed this is a Department of Revenue issue but is concerned that sales tax is not being collected in the city. It is important to do the best thing for the community.

Mayor Spencer commented Councilmember McDaniel's concern is well taken and the city can ensure that the concessionaire is using the correct sales tax number so that sales tax revenue

is returned to the city. He will ask Finance Director Stevens to ensure that the city is receiving all construction sales tax that it is due from contractors working within the city limits.

Councilmember Daughtry agreed with concerns about sales tax being returned by Department of Revenue to the city and believes the biggest problem lies with contractors who do not correctly report sales tax. Sales tax is determined based on where the work is performed.

Councilmember McDaniel concluded that she believes the crosswalk at Lundein Park is safe but will support this concession for its limited purpose with this concessionaire at Lundein Park.

Mayor Spencer summarized that this concession is limited to one vendor at Lundein Park, that staff will ensure sales tax is collected and that any resultant trash is picked up.

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

Real Estate Purchase and Sale Agreement with Lake Stevens Fire: Police Chief Dyer presented the staff report and explained the property consists of four 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.

MOTION: Moved by Councilmember Tageant, seconded by Councilmember Welch, to 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.

Mayor Spencer added that the purchase price is consistent with the appraisal of the property.

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

Professional Services Agreement with MJ Neal re Police Department Design: Public Works Director Durpos presented the staff report and summarized the scope of work will include architectural, mechanical, plumbing and electrical design for a police station at 1825 South Lake Stevens Road. Responding to Councilmember Daughtry's question, Director Durpos said the funds for this design are coming from funds that were previously budgeted for design of the police station when the Chapel Hill site was under consideration; Chief Dyer added MJ Neal has previous experience in designing police department facilities.

MOTION: Moved by Councilmember Hilt seconded by Councilmember Daughtry, to 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. On vote the motion carried (7-0-0-0).

Ordinance 1056 re Emergency Management: Commander Beazizo presented the staff report and reviewed that in 2018 the City Council adopted Resolution 2018-23 adopting a comprehensive Emergency Management Plan which is currently overseen by the Police Department. 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. This action will provide for a succession plan and bring consistency to the framework for managing an emergency. He then invited questions from Council and there were none.

MOTION: Moved by Councilmember Welch, seconded by Councilmember Daughtry, to 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.

Councilmember Hilt commended Commander Beazizo's efforts and reminded of the Stop the Bleed event on May 11.

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

Mayor Spencer commented on the importance of a local response in the event of an emergency and thanked Commander Beazizo for his work on this.

Discussion Items:

Homeless Camps on Public Lands: Police Chief Dyer presented a PowerPoint and reviewed the different assumptions, challenges, including legal challenges, in working with homeless encampments on public lands, as well as opportunities for responses. He next reviewed the goals of the program including working with the community, and in the future, an ordinance regarding encampments on public lands, as well as the steps in addressing homelessness. Finally, Chief Dyer reviewed recent court rulings that affect the approach to homelessness.

Councilmember Welch commented that Gig Harbor adopted an ordinance restricting people from giving to panhandlers and impeding traffic flow.

Councilmember Gailey requested this topic be added to a workshop discussion.

Approve Letter to Puget Sound Regional Council re Vision 2050: Community Development Director Wright reviewed this was discussed at the previous workshop and recapped the three options for commenting on the Puget Sound Regional Council Vision 2050 draft environmental impact statement. It was Council's direction to send a comment letter supporting a hybrid model and this letter does that; a draft of that letter has been circulated to Council for final review before sending.

Responding to Councilmember Welch's question regarding the requirement to achieve growth, Director Wright said that whether the growth objectives are targets or goals is part of the Vision 2050 discussion. Councilmember Welch is concerned that allocations for transportation will be pushed to the transit cores and the city's roads will not grow in response to higher growth within the city because funding will not be available.

Mayor Spencer commented the letter directly challenges the allocation of population to rural areas. He added that market forces drive growth into communities like Lake Stevens and if there are constraints the city will not be able to respond to the resulting growth-related demands. Mayor Spencer added other surrounding cities are voicing similar concerns.

Director Wright said the city has reached out to surrounding communities and believes it is likely Monroe will take a similar approach.

There was consensus to send the letter to the Puget Sound Regional Council.

Adjourn:

Moved by Councilmember Gailey, seconded by Welch, to adjourn the meeting at 8:18 p.m. On vote the motion carried (7-0-0-0).

John Spencer, Mayor

Kathy Pugh, City Clerk

DRAFT

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

Tuesday, May 7, 2019
Lake Stevens Fire Station 82 Conference Room
9811 Chapel Hill Road, Lake Stevens

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

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

ELECTED OFFICIALS ABSENT: Mayor John Spencer, Councilmember Kurt Hilt

STAFF MEMBERS PRESENT: City Administrator Gene Brazel, Finance Director Barb Stevens, Community Development Director Russ Wright (7:03 p.m.), Human Resources Director Teri Smith, City Clerk Kathy Pugh

OTHERS:

Council President Petershagen called the meeting to order at 7:00 p.m.

Because Community Development Director Wright had not yet arrived, Council President Petershagen said the agenda would be taken out of order.

Snohomish Health District Financial Report and Funding Interlocal Agreement: City Administrator Brazel reviewed that Council previously approved per capita funding for the Snohomish Health District for 2019 based on review of financial information to be provided by the Health District, including where the funding is being spent, particularly in Lake Stevens, and an itemization of administrative costs. Administrator Brazel referenced the report that was provided by Snohomish Health District, and commented it did not quite meet all of Council's requests for financial details. Discussion ensued with Councilmember McDaniel commenting the Health District needs to be accountable as to how its funding is spent, and Councilmember Tageant saying there would be no direct effect on Lake Stevens if the 2019 per capita funding is not approved by the Council. Following discussion there was consensus to bring the interlocal agreement forward on the May 14 City Council agenda for a vote.

Combining Arts Commission and Parks Board: Director Wright reviewed the history of this discussion, noting it was first discussed at the Council retreat in January. He commented the role of the Arts Commission has evolved in recent years and it is currently responsible for the summer programming, including Music by the Lake and Shakespeare in the Park, and that much of the programming is considered to be more recreational in nature. Additionally, the Arts Commission and Parks Board have formed a joint subcommittee that is meeting regularly to share information. The Arts Commission is also responsible for the acquisition and placement of public art, but this is a very small component of their activities. Director Wright reviewed how a joint board might operate including making recommendations to Council on property acquisitions, integrated programming and looking at recreational sports-related activities, beautification and art in public spaces. If Council determines to move forward in this direction, staff will begin working with the two boards to prepare them for this change.

Responding to Councilmember Welch's question, Director Wright said staff has received limited feedback, mostly around work plans and how they would be integrated, and what would happen to existing members who are not selected for the new board. Currently the Arts Commission has vacancies, and there are no vacancies on the Parks Board. If the Arts Commission and Parks Board are combined, staff suggests a nine-person body with emeritus appointments for current commissioners who are not appointed to the new board.

Discussion ensued with Councilmembers Petershagen and Daughtry saying they have been approached by several people who are concerned that these boards have two different missions and combining them will not be productive. Councilmember Tageant does not support a nine-member board.

Councilmember Welch believes the Arts Commission is losing its mission. He has been the liaison for eight years, and the City does not have the funding to support the acquisition of public art.

Councilmember Daughtry recalled the Arts Commission used to do Art in the Park and art walks and that is not happening now. He suggested the Arts Commission may need to be redirected. He commented the Parks Board is very functional but could probably have a little more input on parks, rather than staff-driven work. Councilmember Daughtry added the Arts Commission could be very functional if they better understood the resources that are available to them, including the Arts and Parks Foundation, and that they could provide contributions to the new North Cove Park. Councilmember Daughtry believes both the Arts Commission and Parks Board are needed.

Councilmember McDaniel agreed with maintaining two separate boards.

Responding to Councilmember Petershagen's question, Director Wright said that members tend to rotate on and off the Arts Commission more frequently than other boards. Staff's observation is that individual members believe they have different mandates and that the commission does not have a focus. Over the last two years staff has worked with the Arts Commission to try to help them have more of a focus.

Councilmember Daughtry suggested the City conduct a debrief of departing board members so that any concerns can be fixed.

Councilmember Welch commented it has helped having a parks department that can help the Arts Commission execute its programming, and they have been able to move to meeting once a month. Right now the Arts Commission has vacancies and when it does not have a quorum at the meetings it is difficult to move forward. He believes the Arts Commission would benefit from a redesigned mission.

Council President Petershagen suggested this could be added to the upcoming retreat agenda.

Councilmember Daughtry commented he viewed an article on the MRSC website that said advisory boards do not fall under the requirements of the Open Public Meetings Act, and that this should be looked into further.

Organized Park Activity-Request for Proposal: Director Wright said that in response to Council's direction, staff conducted a Request for Proposal process to see if there were other

vendors within the city limits that would be interested in providing yoga or other recreational-based activities at Lundein Park. There were no responses other than OM Yoga, who confirmed they are interested in providing the yoga series as originally proposed. Staff would like to move forward with OM Yoga this year, and in the late fall or winter staff will conduct a request for proposal or bid process with a controlled message, targeted to businesses that may be interested in providing recreational, sporting and/or related events in the summer. This would also include looking at local service clubs that may be interested in providing programming.

Councilmember McDaniel confirmed that classes will be free to attendees.

There was consensus to bring this forward on the consent agenda.

North Cove Park Update: Director Wright noted the request by some councilmembers to use sod rather than seed in the new park and said using sod will speed up the opening of the park by more than a month. The cost to use sod instead of hydroseed would be an increase of approximately \$30,000, which could be rolled into the bid package and would not need to go to Council.

Responding to Councilmember McDaniel's question, Director Wright said there is not a final budget for North Cove Park, but Council previously allocated approximately \$300,000 as a placeholder for the park improvements. With the addition of the Council Chambers to the Pavilion, costs have gone up.

Finance Director Stevens said that staff is planning to bring forward project information including budget vs. actual vs. status, however, the Capital Projects Coordinator has this information and he is in training this week.

Councilmember Daughtry supports sod as it will give a better result.

Director Wright confirmed consensus to use sod at North Cove park.

Responding to Councilmember Petershagen's question, Director Wright said the Williams property will not be ready for park development this year, but the city will be able to move forward with demolition. He added the new grant funds will be used to complete that phase of the park and complete the upgrades to 18th Street.

Discussion ensued as to the costs of the park. Administrator Brazel said all of the cost information will be brought forward long before the project moves forward; he added that adding the Council Chambers to the pavilion was a huge lift, but it is very challenging to find a meeting room for the Council meetings. When bids are received for the Pavilion that will be the time when Council can make decisions as to what it does and does not want to include. Council will see a big break between the park and pavilion costs.

SE Island Annexation: Director Wright reviewed the history of the SE Island Annexation and said the City received a referendum petition to place this annexation on the ballot for a vote. The petition has been verified by Snohomish County Elections. Director Wright plans to do more research on responding to the petition, and this is scheduled for Council consideration on the June 11th Council agenda. There was discussion regarding the cost of a ballot measure and

whether any cost could be split with Snohomish County. Also discussed was who is eligible to vote on this referendum.

First Quarter Financial Update: Finance Director Stevens distributed a handout and provided a first quarter financial update. More data will be brought forward at the Council retreat. She then invited Councilmembers to contact her with any questions.

Director Stevens added the city has a small Public Works Trust Fund Loan from 2010 that she is proposing to pay off early. There is no penalty for early payoff and the city will realize a small savings in interest payments. There was consensus to bring this forward on the May 14th consent agenda.

There being no further business the meeting was adjourned at 7:49 p.m.

John Spencer, Mayor

Kathy Pugh, City Clerk



LAKE STEVENS CITY COUNCIL
STAFF REPORT

Council Agenda

Date:

May 14, 2019

Subject: Yoga by the Lake Series

Contact		Budget
Person/Department:	<u>Russ Wright, Community Development</u>	Impact:
		<u>\$450.00</u>

RECOMMENDATION(S)/ACTION REQUESTED OF COUNCIL: Approve Professional Services Agreement with OM Yoga Northwest, LLC to provide a Yoga in the Park activity series at Lundein Park.

SUMMARY/BACKGROUND: At the April 9, 2019 Council meeting staff requested Council approve contracts for various city-sponsored summer events including Yoga by the Lake led by OM Yoga Northwest, LLC, located immediately south of the Lake Stevens City limits. Following discussion Council, while generally supportive of the proposed yoga series, requested Staff undertake a Request for Proposal process to provide businesses within the City an opportunity to propose other summer activities or events, including yoga or fitness programs, for Lundein Park. Staff prepared the request for proposal which was posted on the City web page and at City Hall on April 16, as well as published in the Everett Herald on April 18, 2019. Additionally, letters were mailed to local (within the city limits) gym and fitness businesses advising of the request for proposal and providing the link to the RFP on the City's web page. The deadline for responding was April 26, 2019. Other than a telephone conversation with OM Yoga on April 25, 2019 and an email received from OM Yoga Northwest on April 29, 2019 proposing the yoga program as originally proposed and presented to Council, no other responses to the RFP were received.

OM Yoga's email proposes holding one-hour yoga classes at Lundein Park at 9:00 a.m. on the first and third Saturdays in the months of June, July and August. Classes will be family friendly and age appropriate for ages 10 and up. Participants are requested to bring a towel and water bottle. The proposed cost to the City is \$450, or \$75 per class, with no cost to participants. This proposal is the same as was originally proposed by OM Yoga.

The City of Lake Steven's recreational programming has rapidly grown and expanded over the last two years as the parks have been improved and the community has grown. Based on this, it is Staff's intention to pursue a formal proposal process in late 2019/early 2020 for recreational programming in the City parks for summer 2020.

APPLICABLE CITY POLICIES:

BUDGET IMPACT: \$450.00

ATTACHMENTS:

- Exhibit A: Professional Services Agreement with OM Yoga Northwest, LLC

EXHIBIT A

PROFESSIONAL SERVICES AGREEMENT BETWEEN CITY OF LAKE STEVENS, WASHINGTON AND CONSULTANT NAME 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 OM Yoga Northwest, LLC, a Washington limited liability corporation, ("Consultant").

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

ARTICLE I. PURPOSE

The purpose of this Agreement is to provide the City with consultant services 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, August 17, 2019. The parties may extend the term of this Agreement by written mutual agreement.

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

III.5 EMPLOYMENT.

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

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 \$450 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:

OM Yoga Northwest, LLC
Attn: Nikki Watts
9623 – 32nd Street SE, Suite C101
Telephone: 425-382-3833

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 SIGANTURES. 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 _____, 2019.

CITY OF LAKE STEVENS

OM YOGA NORTHWEST, LLC

By: _____
Gene Brazel, City Administrator

By: _____

Printed Name and Title

Approved as to Form:

By: _____
Greg Rubstello, City Attorney

Exhibit A
Scope of Services

Provide Yoga Classes at Lundein Park on June 1, June 15, July 6, July 20, August 3 and August 17, 2019 from 9:00 a.m. to 10:00 a.m. Classes will be offered at no cost to participants.

Yoga Classes will generally be appropriate for all age levels and focus on the following:

STRENGTH & BALANCE (ALL LEVELS) with a focus on the details of alignment and building heat through muscle activation. The mental focus combined with flowing transitions between poses makes this class a moving meditation. A portion of the each class will include the same standing sequence offering to build confidence and strength.



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LAKE STEVENS CITY COUNCIL
STAFF REPORT

Council
Agenda Date: May 14, 2019

Subject: PWTF Loan 2010 – Early Payoff

Contact

Person/Department: Barb Stevens, Finance Director **Budget Impact:** \$6,971.57

RECOMMENDATION(S)/ACTION REQUESTED OF COUNCIL: Authorize the early payoff of Public Works Trust Fund loan PE10-951-003 from REET 2 funds.

SUMMARY/BACKGROUND:

In 2010, the 36th Street Bridge over Catherine Creek needed emergency repair. The original estimated cost for the roadway repairs was \$40,000. The estimate was subsequently increased to \$80,300 to cover mitigation measures due to the proximity of a wetland and the creek, as required by State agencies.

The City was approved for a Public Works Trust Fund loan for the full \$80,300. The emergency loan has a 3% annual interest rate for a period of 20 years. The interest to be paid over the life of the loan was estimated at \$5,400.

An initial draw of \$12,045 was taken on the loan November 3rd, 2010. Work continued until completion in February 2013. The actual cost of the completed project was \$58,289. Due to the decreased costs of the multi-year project, much of the funding came from Street funds, deeming additional loan draws unnecessary.

Since 2011, the City has paid approximately \$850 per year from the Street fund towards payoff. The City has 11 years left on the life of the loan with remaining principal of \$7,605. An early payoff by June 30th, 2019 would save the City \$1,255 in interest charges over the remaining period of the loan. Although, the interest savings are relatively small, there are no early payoff penalties, and the City and Public Works Board could eliminate the tracking and reporting of the loan.

Due to the nature of this project, REET 2 capital funds can be utilized rather than the funds needed for Street operations. The final payment would be for the remaining principal of \$7,605.35 and the current accrued interest of \$ 228.22. A budget amendment would be brought forward in the future to allocate the additional funding for the early payoff.

APPLICABLE CITY POLICIES:

BUDGET IMPACT: \$6,971.57 (Total 7,833.57 less \$862 currently budgeted)

ATTACHMENTS: N/A



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LAKE STEVENS CITY COUNCIL
STAFF REPORT

Council Agenda Date: May 14, 2019

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

Contact Person/Department: Russ Wright, Community
Development Director

Budget Impact: none

RECOMMENDATION(S)/ACTION REQUESTED OF COUNCIL:

1. Hold a public hearing on ORD. NO. 1055 dissolving the Design Review Board and establishing an administrative review process.
2. Approve or reject the interim ordinance.

SUMMARY

On September 11, 2018 the City Council passed an interim ordinance dissolving the Design Review Board and establishing an administrative review process. The Revised Code of Washington (RCW) 36.70A.390 allows jurisdictions to enact interim regulations to preserve the status quo without prior notice or a public hearing provided a public hearing is held within 60 days of adoption and findings of fact are addressed.

On April 9, 2019 City Council adopted Ordinance 1055 extending the interim ordinance as Exhibit 1, which provides findings of fact. The extension will allow staff to consider changes to the design review process in parallel with other zoning code amendments under consideration. This public hearing satisfies RCW 36.70.390 as identified above. The Planning Commission will review permanent regulations and make recommendations to City Council within six months of the interim ordinance becoming effective.

BACKGROUND

At its January and September retreats the Lake Stevens City Council discussed the role of the Design Review Board. Council discussion related to streamlining the review process, workload to maintain/support the board and staff's ability to implement design review independently. Council also discussed a desire to retain a forum for public comment on multifamily, commercial and industrial projects. The Design Review Board has historically been one of the hardest boards to fill due to requirements for a specific makeup of design-related professionals. The City Council directed staff to dissolve the Design Review Board.

APPLICABLE CITY POLICIES: Title 14 of Lake Stevens Municipal Code

BUDGET IMPACT:

EXHIBITS:

1. Ordinance No. 1055

EXHIBIT 1

CITY OF LAKE STEVENS LAKE STEVENS, WASHINGTON

ORDINANCE NO. 1055

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

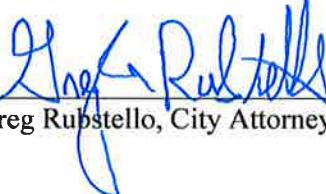
PASSED by the City Council of the City of Lake Stevens this 9th day of April, 2019.


John Spencer, Mayor

ATTEST:


Kathy Pugh, City Clerk

APPROVED AS TO FORM:


Greg Rubstello, City Attorney

First and Final Reading: 4/9/2019
Date of Publication: 4/10/2019
Effective Date: 4/27/2019



LAKE STEVENS CITY COUNCIL
STAFF REPORT

Council
Agenda Date: May 14, 2019

Subject: Interlocal Agreement with Snohomish Health District

Contact
Person/Department: Gene Brazel, City Administrator **Budget Impact:** \$32,570

RECOMMENDATION(S)/ACTION REQUESTED OF COUNCIL: Authorize the Mayor to enter into an Interlocal Agreement for Per Capita Funding with the Snohomish Health District for calendar year 2019 in the amount of \$32,570.

SUMMARY/BACKGROUND: At the time Council approved the 2019 budget, included in the approval was per capita funding for the Snohomish Health District in the amount of \$32,000 based on an estimated population of 32,000, at a funding level of \$1 per capita. The Office of Financial Management estimates the population of Lake Stevens at 32,570, making the City's per capita contribution \$32,570. This increase was included in the budget amendment that was brought forward and approved at the March 26, 2019 Council meeting.

Council requested the Health District provide detailed financial information prior to Council's approval of the ILA. The Health District has now provided that information.

The ILA includes the language Council requested in the 2018 ILA that the agreement may be extended by mutual agreement for one calendar year, following review and approval of Council (paragraph 2), and that the amount of the annual contribution, if any, shall be determined by Council (paragraph 3.B.). In order for the Health District to invoice for that funding, and for the City to pay, the parties are required to enter into an Interlocal Agreement.

APPLICABLE CITY POLICIES:

BUDGET IMPACT: \$32,570

ATTACHMENTS: Interlocal Agreement

**INTERLOCAL AGREEMENT
BETWEEN THE SNOHOMISH HEALTH DISTRICT
AND
THE CITY OF LAKE STEVENS
PER CAPITA CONTRIBUTION FOR HEALTH DISTRICT SERVICES**

This Interlocal Agreement for Per Capita Contribution for Health District Services is entered into by and between the SNOHOMISH HEALTH DISTRICT, a Washington Municipal Corporation (the District) and CITY OF LAKE STEVENS a municipal corporation of the State of Washington (the City) – collectively (the Parties), for the purpose of providing for a per capita contribution by the City for Health District Services.

RECITALS

WHEREAS, This Agreement is made pursuant to the Interlocal Cooperation Act, Chapter 39.34 RCW; and

WHEREAS, to promote the public health in Snohomish County, Washington, the Board of County Commissioners of Snohomish County, Washington, established a Health District on January 1, 1959, embracing all of the territory within Snohomish County, Washington, and all cities and towns therein; and

WHEREAS, in 1966 the Snohomish Health District became the first local health jurisdiction in the state to organize a city-county cooperative health program with cities indicating a willingness to participate financially in support of Health District programs; and

WHEREAS, on January 1, 1967, eleven of 18 cities and towns agreed to voluntarily contribute \$0.50 per capita to the Health District in return for public health services; and

WHEREAS, per capita contributions from towns and cities continued and in 1986, with such contributions ranging from \$1.60 to \$2.70 per capita until the early 1990s; and

WHEREAS, in 1993, counties assumed exclusive financial responsibility for public health relying on Motor Vehicle Excise Tax (MVET) revenues; and

WHEREAS, in 2000, the Washington State Legislature repealed MVET and backfilled only 90% of lost public health funds; and

WHEREAS, state funding for local public health has decreased 65.7% from a peak of \$27.29 per capita in 2000 to \$9.36 per capita in 2014; and

WHEREAS, the Health District has experienced a 22% decrease from its 2005 funding level while the county population has increased by 14 percent in the same 10-year period; and

WHEREAS, since the “peak” of 2008, the Health District has reduced its staffing by 37 percent (85 FTE) due to static or declining revenues in the face of increased costs; and

WHEREAS, the Health District ranks 34th out of 35 local health jurisdictions in the state for public health expenditures per resident; and

WHEREAS, the Health District’s ability to perform its most essential functions have been severely compromised since the great recession; and

WHEREAS, the Health District serves an essential public safety function whether ensuring safe food, schools, and septic systems, responding to disasters, or preventing and responding to disease outbreaks; and

WHEREAS, threats to the public's health in the form of foodborne illness such as E.coli and salmonella, communicable diseases such as pertussis, tuberculosis, measles, Zika, and Ebola and natural disasters such as the Oso/SR530 mud slide respect no municipal boundaries; and

WHEREAS, public health is a shared responsibility and regional public health threats require regional responses and close partnerships with every city and town in Snohomish County; and

WHEREAS, consistent with RCW 70.05, the Snohomish County Council is responsible for establishing the Snohomish Health District Board of Health, with jurisdiction coextensive with the boundaries of the county, to supervise all matters pertaining to the preservation of life and health of the people within its jurisdiction; and

WHEREAS, an effective, regional public health response to the threats to public health in Snohomish County requires the cooperation, participation and support of Snohomish County and all of the cities and towns in Snohomish County; and

WHEREAS, Snohomish County and the cities and towns therein seek to improve and sustain healthy years of life of their residents by engaging in an enhanced partnership with the Health District. This partnership will provide stable funding for public health priorities that would be established to meet the unique needs of each community.

NOW, THEREFORE, in consideration of the agreements set forth below and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the City and the District agree as follows:

1. Purpose.

- A. The recitals set forth above are incorporated herein by this reference.
- B. The purpose of this Agreement is to establish and define the terms and conditions for the cooperative efforts to be undertaken by the City and the District to promote, facilitate, and undertake various programs and activities.

2. Term.

The initial term of this Agreement shall be from January 1, 2019, to December 31, 2019. The term may be extended by mutual written agreement of the parties for a period of one calendar year, following review and approval by City Council

3. Scope of Services.

A. Responsibilities of the City.

The City shall contribute \$1.00 per capita (\$32,570) to the Snohomish Health District commencing January 1, 2019. Payment may be made in one lump sum on or before December 31, 2019.

B. The annual contribution to the Snohomish Health District is voluntary and the amount of contribution, if any, shall be determined by the Lake Stevens City Council.

C. Responsibilities of the District.

The Health District shall provide basic essential public health services and functions such as ensuring safe food, and inspecting septic systems, responding to disasters, or preventing and responding to disease outbreaks.

The District shall continue to make improvements as recommended in the Ruckelshaus report, including a sustainable funding model, updating the strategic plan and governance, as well as establishing priorities for existing funding and programming.

The District will provide reports to the city identifying services provided to Lake Stevens residents and businesses.

4. Legal Requirements.

Both parties shall comply with all applicable federal, state and local laws in performing this Agreement.

5. Public disclosure laws.

The City and the District each acknowledge, agree and understand that the other party is a public agency subject to certain disclosure laws, including, but not limited to Washington's Public Records Act, chapter 42.56 RCW. Each party understands that records related to this Agreement and the District's performance of services under this Agreement may be subject to disclosure pursuant to the Public Records Act or other similar law.

6. Insurance.

Each party shall maintain its own insurance and/or self-insurance for its liabilities from damage to property and /or injuries to persons arising out of its activities associated with this Agreement as it deems reasonably appropriate and prudent. The maintenance of, or lack thereof of insurance and/or self-insurance shall not limit the liability of the indemnifying party to the indemnified party(s). Each party shall provide the other with a certificate of insurance or letter of self-insurance as the case may be upon request.

7. Indemnification.

The District shall protect, save harmless, indemnify and defend the City its elected officials, officers, employees and agents, from and against any loss or claim for damages of any nature whatsoever, including claims by third parties or District employees against which it would otherwise be immune under Title 51 RCW or other law, arising out of any act or omission of the District in performance of this Agreement, its elected or appointed officials, officers, employees or agents, except to the extent the loss or claim is attributable to the negligence or willful misconduct of the City, its elected officials, officers, employees or agents.

The City shall protect, save harmless, indemnify and defend the District, its elected and appointed officials, officers, employees and agents from and against any loss or claim for damages of any nature whatsoever, including claims by third parties or City employees against which it would otherwise be immune under Title 51 RCW or other law, arising out of any act or omission of the City in performance of this Agreement, its elected or appointed officials, officers, employees or agents, except to the extent the loss or claim is attributable to the negligence or willful misconduct of the County, its elected or appointed officials, officers, employees or agents.

8. Notices.

Any notice/payment to be given to the District under this Agreement shall be either mailed or personally delivered to:

Snohomish Health District
3020 Rucker Avenue, Ste 306
Everett, WA 98201

Any notice/invoice to the City shall be mailed or hand delivered to:

City of Lake Stevens
P.O. Box 257
Lake Stevens, WA 98258

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.

9. Venue.

The laws of the State of Washington shall apply to the construction and enforcement of this Agreement. Any action at law, suit in equity, or judicial proceedings for the enforcement of this agreement or any provision hereto shall be in the Superior Court of Snohomish County, Everett, Washington.

10. 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.

11. No third party beneficiaries; no joint venture.

This Agreement is for the sole benefit of the City and District and shall not confer third-party beneficiary status on any non-party to this Agreement. Nothing contained in this Agreement shall be construed as creating any type or manner of partnership, joint venture or other joint enterprise between the parties. County employees who provide services under this Agreement shall at all times be acting in their official capacities as employees of Snohomish County.

12. Entire Agreement.

This Agreement constitutes the entire agreement between the parties regarding the subject matter hereof, and supersedes any and all prior oral or written agreements between the parties regarding the subject matter contained herein. This Agreement may not be modified or amended in any manner except by written agreement executed by both parties. Both parties recognize that time is of the essence in the performance and the provisions of this Agreement.

13. 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.

14. Filing.

As provided by RCW 39.34.040, this Agreement shall be filed with the Snohomish County Auditor, or, alternatively, posted on the website of each party.

15. Execution in Counterparts.

This Agreement may be executed in two or more counterparts, each of which shall constitute an original and all of which shall constitute one and the same agreement.

16. Effective Date. January 1, 2019

City of Lake Stevens

John Spencer, Mayor

ATTEST:

City Clerk

Approved as to Form:

Greg Rubstello, City Attorney

Snohomish Health District

Jefferson S. Ketchel, Administrator

ATTEST:

Clerk of the Board

Approved as to Form:

Grant Weed, Health District Attorney



LAKE STEVENS CITY COUNCIL
STAFF REPORT

Council Agenda Date: May 14, 2019

Subject: Code Amendment to Streets and Sidewalks Chapter 14.56 (LUA2018-0151)

Contact Person/Department: Dillon Roth, Planner / Planning Department **Budget Impact:** none

RECOMMENDATION(S)/ACTION REQUESTED OF COUNCIL:

Review draft code amendment to revise Chapters 14.08, 14.56 LSMC, revising regulations to streets and sidewalks city-wide.

Background on Proposed Code Amendment

This is a city-initiated code amendment to update Chapter 14.56 LSMC. This chapter addresses right-of-way (ROW) issues, including how the city's street network should be built out, what types of developments are required to build sidewalks and other frontage improvements and how deviations from the adopted Engineering Design and Development Standards (EDDS) are granted (See Attachment 1 for draft regulations).

Many of the city's goals for promoting low impact development, creating a connected street network and increasing the amount of pedestrian facilities can be addressed through this code amendment. In general, the finer engineering details of road standards, like turning radius and dimensions, are addressed in the EDDS and the higher-level regulations on private property development are addressed through the City's municipal code.

Major Changes in the Draft Regulations

The following bullet points highlight some of the proposed changes to the regulations:

- ROW widths, EDDS definitions and references to dimensions in standard plans are removed from the code to avoid future and present discrepancies with the EDDS. Currently, the EDDS and the municipal code overlap and conflict in some areas. Much of the changes in the code amendment are intended to draw a distinction between the two documents: the LSMC being a high-level regulatory document and the EDDS being a finer grain document addressing engineering details;
- Require parking spaces be provided in on-street parking lanes at a ratio of one space per five new parcels (14.56.165);
- Requiring a delineated pedestrian facility on private access tracts (14.56.160);
- Requiring access tracts to be constructed and dedicated as half streets if the adjacent land not being developed has development capacity to subdivide and build the other half (14.56.110).

Additional Topics

- During coordination with the Fire District, the Fire Marshal has requested that International Fire Code road dimensions be included in the city's code. At this time, staff recommends not including IFC dimensions in the city's code for the same reasons as removing EDDS dimensions from the code. The code is generally a higher-level document that leaves finer details of dimensional standards out of the relatively inflexible regulations. The IFC standards and EDDS standards do

not always have the same dimensions. Generally, IFC road dimensions are more land consumptive than EDDS road dimensions, so there is also a need to find balance with land consumptive infrastructure requirements and buildable lands.

- Staff has received one public comment to date on the proposed code amendment. The comment is from the Master Builders Association on the previous draft of the code presented to the Planning Commission on April 3, 2019. Those comments are provided in attachment 2 for your reference.

Next steps

Continue to revise and coordinate the amendment with the City Council, Public Works and Fire Departments. Then schedule a public hearing before the Planning Commission in June.

ATTACHED:

1. Draft Changes to Chapter 14.56 LSMC
2. MBA comments

Attachment 1

**Chapter 14.56
STREETS AND SIDEWALKS**

Sections:

Part I. Requirements

- [14.56.010 Street Classification](#)
- [14.56.020 Costs of Right-of-Way Installation and Improvements Borne by Applicant](#)
- [14.56.025 Abutting Property Owner's Duty to Maintain](#)
- [14.56.030 Access to Lots](#)
- [14.56.040 Access to Arterial Streets](#)
- [14.56.050 Entrances to Streets](#)
- [14.56.060 Coordination with Surrounding Streets](#)
- [14.56.070 Relationship of Streets to Topography](#)
- [14.56.080 Street Width, Sidewalk, and Drainage Requirements in SubdivisionsCoordination with the Comprehensive Plan](#)
- [14.56.090 General Layout of Streets](#)
- [14.56.100 Dead End Streets/Cul-de-Sacs](#)
- [14.56.110 Temporary Half-Streets](#)
- [14.56.120 Street Intersections](#)
- [14.56.130 Construction Standards and Specifications](#)
- [14.56.135 Deviations to Construction Standards and Specifications](#)
- [14.56.140 Construction Drawings Required Prior to Construction](#)
- [14.56.150 Inspection of Public Improvements Required Prior to Issuance of Final Permits](#)
- [14.56.160 Residential Public Streets and Private Roads](#)
- [14.56.165 On-Street Parking Required](#)
- [14.56.170 Right-of-Way Dedication and Frontage Improvements](#)
- [14.56.180 Road and Sidewalk Requirements in Unsubdivided Developments](#)
- [14.56.190 Off-Site Traffic Mitigation](#)
- [14.56.192 Collection of Pre-Annexation Traffic Mitigation Fees](#)
- [14.56.200 Attention to Disabled Persons in Street and Sidewalk Construction](#)
- [14.56.210 Street Names and House Numbers](#)
- [14.56.220 Bridges](#)
- [14.56.230 Utilities](#)
- [14.56.240 Vacations of Public Rights-of-Way](#)
- [14.56.250 Right-of-Way Permit Required](#)

[14.56.260 Implementation of Traffic Calming Techniques](#)

[14.56.270 Private Landscape Usage of Public Right-of-Way](#)

[14.56.280 Complete Streets](#)

Part II. Street Assessment Reimbursement Agreements

[14.56.300 Purpose](#)

[14.56.310 Authorization](#)

[14.56.320 Applications](#)

[14.56.340 Assessment Methods](#)

[14.56.350 Notice to Property Owners](#)

[14.56.360 City Council Action](#)

[14.56.370 Contract Execution and Recording](#)

Part I. Requirements

[14.56.010 Street Classification.](#)



(a) In all new subdivisions, streets shall be dedicated to public use, and shall be classified ~~as provided~~ in per the City's adopted Engineering Design and Development Standards (EDDS) subsection (b) of this section.

- (1) The classification shall be based upon the projected volume of traffic to be carried by the street, stated in terms of the number of trips per day;
- (2) The number of dwelling units to be served by the street may be used as an indicator of the number of trips but is not conclusive;
- (3) Whenever a subdivision street continues an existing street that formerly terminated outside the subdivision or it is expected that a subdivision street will be continued beyond the subdivision at some future time, the classification of the street will be based upon the street in its entirety, both within and outside of the subdivision.

(b) The classification of streets generally shall be consistent with the Washington State Department of Transportation Design Manual, [Chapter 14.08 LSMC](#) and ~~shall be described as follows~~the City's adopted EDDS.

(1) ~~"Freeway/Expressway" is an inter-regional divided or undivided highway connecting major centers. Typically, freeways have two or more lanes for traffic in each direction. Access is limited to interchanges designed for higher speed merging/diverging traffic.~~

Commented [DR1]: These definitions are already in the Definitions Chapter of the LSMC and the city's EDDS.

(2) "Major Arterial" is an inter-community roadway connecting community centers or major facilities. Major arterials are generally intended to serve predominantly through traffic. Direct access to abutting property will be discouraged. Spacing between parallel major arterials is generally two miles or greater.

(3) "Minor Arterial" is an intra-community roadway for areas bounded by the major arterial system. Minor arterials serve trips of moderate length. Direct access to abutting property will be discouraged. Spacing of minor arterials is typically less than two miles.

(4) "Collector" is a roadway designed for movement within a community, including connecting neighborhoods with smaller community centers. Collectors also provide connections to minor and major arterials. Property access is generally a higher priority for collectors with a lower priority for through traffic movements. Spacing of collectors is generally one mile or less.

(5) "Local Access" is a roadway designed for connections to arterial and collector systems for individual neighborhoods and provides circulation within and/or between neighborhoods. Spacing of neighborhood collectors is typically one half mile or less.

(6) "Access Tract" is a privately-owned tract of land used primarily for ingress/egress for one or more lots.

(7) "Alley" is a right-of-way providing access to the rear boundary of two or more residential or commercial properties and is not intended for general traffic circulation.

(8) "Cul-de-sac" is a street which terminates in a vehicular turnaround. (Ord. 796, Sec. 10, 2009)

14.56.020 Costs of Right-of-Way Installation and Improvements Borne by Applicant.



When rights-of-way improvements are required in conjunction with permit approval, all costs and expenses incident to the installation of rights-of-way to be dedicated to the public shall be borne by the applicant.

14.56.025 Abutting Property Owner's Duty to Maintain.

Whenever any right-of-way in the city has been improved by the construction of a landscape strip and/or sidewalk, the duty, burden, and expense of the routine maintenance of such improvement shall devolve upon the property owner, or HOA if one is active, directly abutting on that side of such street along which such improvements have been constructed. Routine maintenance includes landscaping maintenance and removal of leaves and snow from sidewalks.

14.56.030 Access to Lots.  

Every lot shall have access to it that is sufficient to afford a reasonable means of ingress and egress for emergency vehicles as well as for all those likely to need or desire access to the property in its intended use. No single family residential lot may have more than one vehicular access to the public right-of-way, unless the Public Works Director or designee determines more than one access is needed to preserve or enhance a safe condition.

14.56.040 Access to Arterial Streets.  

Whenever a major subdivision that involves the creation of one or more new streets borders on or contains an existing or proposed arterial street, no direct driveway access may be provided from the lots within this subdivision onto this street unless no other access is possible.

14.56.050 Entrances to Streets.  

(a) All driveway entrances and other openings onto streets within the City's planning jurisdiction shall be constructed so that:

- (1) Vehicles can enter and exit from the lot in question without posing any substantial danger to themselves, pedestrians, or vehicles traveling in abutting streets; and
- (2) Interference with the free and convenient flow of traffic in abutting or surrounding streets is minimized.

(b) Driveway cuts shall be limited to the following widths:

Single-Family Residential

40 feet minimum

20 feet maximum

Multifamily Residential

20 feet minimum

30 feet maximum

Commercial and Industrial

30-2 feet minimum

40 feet maximum

(c) Specifications for driveway entrances and driveway cuts are set forth in the currently adopted version of the Engineering Design and Development StandardsEDDS for the City of Lake Stevens. If driveway entrances and other openings onto streets are constructed in accordance with the foregoing

Commented [DR2]: Driveway widths are addressed in EDDS, 3-103.B.4, page 3-6.

EDDS specifications and requirements, this shall be deemed prima facie evidence of compliance with the standard set forth in subsection (a) of this section.

(d) For purposes of this section, the term "prima facie evidence" means that the permit-issuing authority may (but is not required to) conclude from this evidence alone that the proposed development complies with subsection (a) of this section. (Ord. 796, Sec. 11, 2009)

14.56.060 Coordination with Surrounding Streets. 

(a) The street system of a subdivision shall be coordinated with existing, proposed, and anticipated streets outside the subdivision or outside the portion of a single tract that is being divided into lots (hereinafter, "surrounding streets") as provided in this section.

(b) Collector streets shall intersect with surrounding collector or arterial streets at safe and convenient locations.

(c) Local access residential streets shall connect with surrounding streets, including existing temporary dead-ends, where necessary to permit the convenient movement of traffic between residential neighborhoods or to facilitate access to neighborhoods by emergency service vehicles or for other sufficient reasons, but connections shall not be permitted where the effect would be to encourage the use of such streets by substantial through traffic.

(d) Whenever connections to anticipated or proposed surrounding streets are required by this section, the street right-of-way shall be extended and the street developed to the property line of the subdivided property (or to the edge of the remaining undeveloped portion of a single tract) at the point where the connection to the anticipated or proposed street is expected. In addition, the permit-issuing authority may require temporary turnarounds to be constructed at the end of such streets pending their extension when such turnarounds appear necessary to facilitate the flow of traffic or accommodate emergency vehicles.

The responsibility of restoring a temporary turnaround to its permanent condition shall be borne by the party connecting to the temporary turnaround. Notwithstanding the other provisions of this subsection, no temporary dead-end street in excess of 4,000~~750~~ feet may be created unless no other practicable alternative is available.

(ed) Whenever convenient access from a subdivision to adjacent schools, parks or other public facilities is not provided through the dedication and improvement of streets pursuant to this chapter, the developer, through coordination with the applicable agency, may be required to include an unobstructed easement of at least 10 feet in width and construct a pathway to provide such access. (Ord. 796, Sec. 12, 2009)

14.56.070 Relationship of Streets to Topography. 

(a) Streets shall be related appropriately to the topography. In particular, streets shall be designed to facilitate the drainage and storm water runoff objectives set forth in Chapter [14.64](#), and street grades shall conform as closely as practicable to the original topography.

(b) The maximum grade at any point on a street shall [be in compliance with EDDS Section 2-103 \(Road Standards for Arterial and Non-Arterial Roads\)](#), ~~not exceed 15 percent unless no other practicable alternative is available.~~ However, in no case may streets be constructed with grades that, in the professional opinion of the Public Works Director, create a substantial danger to the public safety. (Ord. 468, 1995)

14.56.080 [Coordination with the Comprehensive Plan](#)[Street Width, Sidewalk, and Drainage Requirements in Subdivisions.](#) 

(a) Streets are intended to serve several functions. These functions vary depending on the classification of the street: (1) to carry motor vehicle traffic, provide on-street parking; (2) to provide for safe and convenient pedestrian and nonmotorized travel; and (3) to aid in managing stormwater. The requirements outlined in this chapter are intended to ensure these objectives are met.

(b) All existing and planned streets which the City deems necessary for the completion of the City's transportation system are shown and classified in the City's Transportation Element of the Comprehensive Plan. However, the list of planned streets is nonexhaustive and other streets may be proposed by a permit applicant [or department director](#).

(c) Any permit application shall be reviewed for conformance with the Transportation Plan. If a planned street is shown to run through or adjacent to a property proposed for development, the proposal must include roadway dedication and improvements which are generally in conformance to the plan, and meet the development standards identified in this chapter.

(d) ~~Whenever convenient access from a subdivision to adjacent schools, parks or other public facilities is not provided through the dedication and improvement of streets pursuant to this chapter, the developer may be required to include an unobstructed easement of at least 10 feet in width and construct a pathway to provide such access.~~

Table 14.56 I Street and Right-of-Way Improvement Requirements¹

Classification	ROW Width (ft)	Pavement Width (ft)	Standard Plan
Freeway/Expressway	*	*	-
Major Arterial	*	*	-
Minor Arterial	70	48	2-010
Reduced Standard Minor Arterial ²	60	42	2-010
Collector	60	36	2-020
Reduced Standard Collector ³	50	32	2-020
Local Access	50	28	2-030
Reduced Standard Local Access ²	40	24	2-040
Access Tract (Private)	Varies	20	2-050
Alley	20	16	2-090
Cul-de-sac	50-radius	40-radius	2-120

¹Access easements shall have a minimum 20 foot width.

²Used in short subdivisions.

³Allowed in nonconforming situations by the approval of the Public Works Director or designee.

* Determined by the Director of Public Works, designee, or WSDOT.

(Ord. 903, Sec. 41, 2013; Ord. 811, Sec. 92, 2010; Ord. 796, Secs. 13, 14, 2009; Ord. 676, Sec. 49, 2003; Ord. 662, Sec. 4, 2002; Ord. 590, 1998; Ord. 468, 1995)

14.56.090 General Layout of Streets. 

(a) All streets shall be straight whenever practicable to the extent necessary to preserve and continue a grid system, except that variations in alignment are allowed as a part of a traffic calming project. Traffic calming projects are expected to be constructed in the context of the grid system, not in conflict with it.

(b) The width of blocks should be that which is sufficient to allow for two tiers of lots (plus width of an alley or public utility easement, if any), unless existing conditions render such requirements undesirable or impractical.

(c) The length of residential blocks should range between 500 and 700 feet, unless no other practicable alternative is available. In blocks with a length in excess of 700 feet, the city shall require dedication of a paved path not less than 10 feet wide through the middle of the block to provide an internal pedestrian walkway to connect other portions of the neighborhood, unless deemed infeasible by the Planning Director.

(d) Streets shall be laid out so that the lengths, widths and shapes of blocks adequately:

- (1) Provide suitable building sites for the type of use to be accommodated;
- (2) Provide for subsequent construction to be able to comply with the zoning requirements;
- (3) Address the limitations and opportunities presented by the topography;
- (4) Address the need for convenient access, circulation, control and safety of vehicles and pedestrians.

(e) To the extent practicable, driveway access to arterials and collector streets shall be minimized to facilitate the free flow of traffic and avoid traffic hazards.

(f) Pedestrian ways shall be required near the middle of all blocks longer than 800 feet unless deemed infeasible by the Planning Director.

(g) Where a tract is subdivided into lots or tracts of an acre or more, the arrangement of lots and streets shall be such as to permit a later re-subdivision in conformance with the street and lot requirements specified in these regulations.

(h) There shall be no reserve strips controlling access to streets, except where such strips are required by the City.

(i) A subdivision containing thirty or more parcels shall have two vehicular access points, located at least one hundred feet apart. (Ord. 662, Sec. 5, 2002; Ord. 468, 1995.)

14.56.100 Dead-End Streets/Cul-de-Sacs.

(a) Dead-end streets shall be avoided. Cul-de-sacs may be used only when conditions warrant their use:

- (1) Whenever a dead-end street serves four or more units; or
- (2) Extends more than 150 feet from edge of the intersecting right-of-way to the farthest extent of the road.

(b) When allowed under subsection (a) of this section, all permanent dead-end streets (as opposed to temporary dead-end streets; see Section [14.56.060\(d\)](#)) shall be developed as cul-de-sacs in accordance with the standards set forth in [subsection \(d\) of this section](#) [the City's adopted EDDS](#).

(c) Except where no other practicable alternative is available, such streets may not extend more than 500 feet (measured to the center of the turnaround).

~~(d) The right-of-way of a cul-de-sac shall have a radius of 50 feet. The radius of the paved portion of the turnaround (measured to the face of the curb) shall be 40 feet, with curb, gutter, sidewalk and utility strip within the remaining 10 feet.~~

(e) The city will consider the use of alternative turnarounds described in the EDDs on a case by case basis [through the EDDS deviation process outlined in 14.56.135 LSMC for private tracts and easements](#).

~~(f) Private driveways serving no more than two dwelling units, shall provide a residential turnaround if the driveway extends more than 150 feet from the edge of right-of-way.~~ (Ord. 903, Sec. 42, 2013)

14.56.110 Temporary Half-Streets. 

(a) Temporary half-streets (i.e., streets of less than the full required right-of-way and pavement width) may be allowed at the discretion of the decision-making authority under the following conditions:

- (1) Where such street, when combined with a similar street developed previously, simultaneously, or anticipated to be built within a reasonable time frame on property adjacent to the subdivision [with development capacity](#), creates or comprises a street that meets the right-of-way and pavement requirements of this title.
- (2) Where no more than 10 dwelling units will use the half-street [as their sole means of access](#).
- (3) Where a temporary half-street is allowed, the first half of the half-street to be built shall [be paved, at a minimum, to a width equal to three quarters of the ultimate paved width. include but not be limited to two travel lanes. Curb, gutter, sidewalk, planter strip, and street trees, depending on the street classification, are to be built in conjunction with each respective half-street on the side adjacent to the proposed project](#).

(4) Where a public right-of-way ~~easement has been or~~ is being dedicated to the City over those portions of the ~~adjacent~~ property to be used as a half-street.

(b) Where a private access tract is used, and an adjacent property is capable of being short platted with a private access tract, such tracts shall be located, constructed and dedicated in such a way so as to allow them to be combined into one 40-or 50-foot right-of-way, depending on the applicable road standard, in the event that the adjacent property owner(s) wish to subdivide.

Commented [DR4]: Moved this language from the private tract subsection to here.

14.56.120 Street Intersections.

(a) Streets shall intersect ~~at angles as nearly as possible at right angles, and no two streets may intersect at less than 60-degrees~~ in compliance with EDDS Section 2-111. Not more than two streets shall intersect at any one point, unless the Public Works Director certifies to the permit-issuing authority that such an intersection can be constructed with no extraordinary danger to public safety.

(b) Spacing requirements, when connecting with arterial, nonarterial, or other driveway spacing, shall be in compliance with the adopted EDDS. Whenever possible, proposed intersections along one side of a street shall coincide with existing or proposed intersections on the opposite side of such street. In any event, where a centerline offset (jog) occurs at an intersection, for the distance spacing requirements between centerlines of the intersecting streets, shall be refer to e not less than 150 feet. EDDS Section 2-111.

(c) Except when no other alternative is practicable or legally possible, no two streets may intersect with an arterial on the same side at a distance of less than 1,000 feet measured from centerline to centerline of the intersecting street.

Commented [GK5]: Covered in EDDs section 2-111 (D)

14.56.130 Construction Standards and Specifications.

All public streets, sidewalks, curbs and gutters and other improvements shall be constructed in accordance with the current version of the Engineering Design and Development Standards (EDDS) for the City of Lake Stevens. When feasible, applicants shall utilize Low Impact Development EDDS standards when constructing new public streets. All such facilities shall be completed in accordance with these standards except for deviations as provided for in Section 14.56.135 and modifications allowed for traffic calming purposes in compliance with the requirements contained in Section 14.56.260. In cases where there is a conflict between the EDDS and municipal code, the municipal code shall be the controlling document. (Ord. 903, Sec. 43, 2013; Ord. 796, Sec. 15, 2009; Ord. 731, Sec. 3, 2006)

14.56.135 Deviations to Construction Standards and Specifications.

Deviations to the Engineering Design and Development Standards may be granted by the Public Works Director when situations arise where alternatives to the standards may better accommodate existing

conditions, overcome adverse topography or allow for more cost-effective solutions without adversely affecting safety, operations, maintenance or aesthetics pursuant to subsection (c) of this section.

- (a) Unless otherwise specified in this title, deviations may only be granted for standards and specifications that relate to and implement [the City's adopted EDDSSections 14.56.080\(d\), Table 14.56-I \(except right-of-way type and standards for state highway\), and Sections 14.56.100\(b\) and \(d\)](#).
- (b) Deviations shall be processed in accordance with the Engineering Design and Development Standards.
- (c) Requests for deviation shall, at a minimum, comply with the following criteria:
 - (1) The deviation will achieve the intended result of the standards with a comparable or superior design and quality of improvement;
 - (2) The deviation will not adversely affect safety or operations;
 - (3) The deviation will not adversely affect maintenance and related costs;
 - (4) The deviation will not adversely affect the environment; and
 - (5) The deviation will not adversely affect aesthetic appearance.

(d) An annual report of deviation requests shall be submitted to the City Council. (Ord. 903, Sec. 44, 2013; Ord. 811, Sec. 92, 2010; Ord. 796, Sec. 16, 2009; Ord. 731, Sec. 3, 2006)

14.56.140 Construction Drawings Required Prior to Construction.

No right-of-way improvements shall be installed without first obtaining construction plan approval from the [City Engineer](#)[Public Works Director or designee](#). Said right-of-way improvement plans shall be certified by a licensed engineer for approval by the Public Works Director prior to starting construction. (Ord. 796, Sec. 17, 2009)

14.56.150 Inspection of Public Improvements Required Prior to Issuance of Final Permits.

  All public improvement work shall be inspected by the Public Works Director or his representative prior to issuance of any final land use or building permit.

14.56.160 Residential Public Streets and Private Roads.

- (a) Except as otherwise provided in this section, all lots created after the effective date of the ordinance codified in this section shall abut a public street at least to the extent necessary to comply with the access

requirement set forth in Section [14.56.030](#) (Access to Lots). For purposes of this section, the term "public street" includes a preexisting public street as well as a street created by the subdivider that meets the public street standards of this title and is dedicated for public use. The recordation of a plat shall constitute an offer of dedication of such street. For the purposes of subsections (b) – (d) an ADU shall not count as a dwelling unit.

(b) Private roads shall not be allowed in major subdivided developments. However, private access tracts serving four or fewer dwelling units may be allowed in all subdivisions.

(c) Private access tracts may only be created through the short plat process and shall provide access for four or fewer dwelling units and shall have a delineated pedestrian facility. Where an existing private access tract is nonconforming with respect to minimum tract width or minimum pavement width, no additional dwelling units may take access off of the tract without bringing it into conformance with this chapter. Where a private access tract is used, and an adjacent property is capable of being short platted with a private access tract, such tracts shall be located in such a way so as to allow them to be combined into one 50-foot right-of-way in the event that the property owners wish to improve and dedicate it as a public street.

(d) Access easements shall provide access to no more than two dwelling units. Where an existing access easement is nonconforming with respect to minimum easement width or minimum pavement width, no additional dwelling units may take access off of the easement without the developer bringing it into conformance with this chapter. Access easements shall be a minimum of 20 feet in width and shall have a minimum paved surface of 1840 feet perfor the two dwelling units accessed by that paved section of easement. The width of pavement may be reduced to a minimum of 12 feet if the length of the driveway is less than 50 feet.

(e) Shared driveways shall meet the requirements of minimum total easement width and minimum paved surface width as described in subsection (d) of this section. Because shared driveways have two easements, the total easement width shall include both easements. No shared driveway may provide access to more than two dwelling units. (Ord. 796, Sec. 18, 2009; Ord. 590, 1998; Ord. 468, 1995)

14.56.165 On-Street Parking Required.

On-street parking shall be provided on new public streets when such streets are created and dedicated through the subdivision process.

(a) The minimum amount of on-street parking spaces that is required to be provided on public streets is one space per five new residential parcels. Dimensions of the on-street parking spaces is subject to Section 14.72.030.

Commented [DR6]: Moved to half streets section above

(b) The above requirement shall only apply when the new public street is constructed to an EDDS standard that includes a street parking lane.

(c) If the ratio of on-street spaces to residential parcels cannot be achieved on the new public street, then off-street public parking spaces are required at the same ratio.

14.56.170 Right-of-Way Dedication and Frontage Improvements.

Right-of-way dedication to the public and frontage improvements are required for all new development unless the applicant or property owner shows the project qualifies for the exceptions described in this section. No building permit shall be issued for development until right-of-way dedication and frontage improvement requirements have been satisfied.

(a) Right-of-Way Width. The width of right-of-way dedication shall be determined in accordance with the roadway classifications defined in this chapter, the Comprehensive Plan and the classification standards with the adopted Engineering Design and Development Standards (EDDS). Existing right-of-way widths matching or exceeding the current standards shall satisfy the width requirement. A reduction of right-of-way dedication width may be considered by the Public Works Director or his/her designee under the following conditions:

- (1) Where critical areas or their buffers as defined in Chapter [14.88](#) exist within the proposed dedication area; or
- (2) The dedication would deny reasonable economic use of the property under the standards of this title. The applicant or property owner must demonstrate all of the following to receive a reduction in right-of-way width dedication requirements:
 - (i) The allowed land uses cannot reasonably be accomplished; and
 - (ii) A reduction in the size, scope, configuration, density or consideration of alternative designs as proposed will not accomplish the project as allowed under existing land use regulations; and
 - (iii) In cases where the applicant has rejected alternatives to the project as proposed due to other constraints such as zoning or parcel size, the applicant must show there has been a reasonable attempt to remove or accommodate such constraints.

The application or property owner pursuing a reduction in right-of-way dedication width must use the deviation process specified in Section [14.56.135](#). Supporting documentation and applicable application fees shall be submitted with the deviation request.

(b) Frontage Improvements Required. Frontage improvements are required to be installed along the abutting public street frontage of the property to be developed. Resurfacing an existing public street to its centerline shall not be required for single-family or duplex development.

(1) "Frontage improvements" used in this section ~~as defined in the City's adopted EDDS~~ refer to the construction, reconstruction or repair of the following facilities along public rights-of-way abutting a property being developed per the applicable street classification:

- (i) Curbs, gutters, bike lanes and sidewalks;
- (ii) Planter strips (or tree wells);
- (iii) Underground storm drainage and other utility facilities;
- (iv) Resurfacing of the existing public street to the centerline; and
- (v) Construction of new street within dedicated unopened right-of-way.

(2) Frontage improvements shall be constructed for the following new development:

- (i) Subdivisions and short subdivisions;
- (ii) Multifamily developments;
- (iii) Binding site plans;
- (iv) All other residential projects unless expressly exempt pursuant to subsection (b)(3) of this section or a waiver is granted in accordance with subsection (b)(5) of this section;
- (v) Commercial projects;
- (vi) Municipal or agency building projects; and
- (vii) Industrial projects.

(3) Frontage requirements related to the construction of a single-family or duplex dwelling unit shall be considered completed provided the following exceptions apply:

- (i) An existing lot in an existing single-family subdivision, short plat, or binding site plan where the lots are fully developed and frontage improvements were constructed to the standards in effect at the time of final plat recording; or

(ii) A new single-family residence on an existing lot or replacement of an existing single-family residence where there are no frontage improvements meeting City standards constructed within 200 feet of the lot or improvements identified through an approved subdivision *and* potential exists for future development.

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(4) The granting of an exception or waiver as outlined in subsection (b)(3) or (5) of this section does not waive the property owner's requirement to dedicate right-of-way as established in this section.

(5) The Public Works Director may *accept a fee in-lieu of waive or modify the requirement to constructing* frontage improvements for new development when the applicant or property owner demonstrates that at least one of the following conditions exist *and the owner of the new development either executes a no-protest agreement to form a local improvement district for the subject street frontage or pays a fee in lieu of constructing frontage improvements as approved by the Public Works Director or designee. Said no-protest agreement shall have an effective term of eight years from the time of the City's acceptance:*

(i) There are no existing sidewalks along the same side of the street within two adjacent lots or 100 feet, whichever is less, of the property on either side or on one side for corner lots on each frontage;

(ii) Construction of frontage improvements will adversely impact critical areas that cannot be adequately mitigated in accordance with Chapter [14.88](#) or the State Environmental Policy Act pursuant to Title [16](#);

(iii) A safety issue is created by constructing the frontage improvements;

(iv) A public roadway improvement project is scheduled and fully funded for construction and said project that includes the adjacent site frontage.

The applicant or property owner shall apply for a waiver using the deviation process specified in Section [14.56.135](#). The application shall address how the criteria set forth in Section [14.56.135\(c\)](#) are met and how the applicable conditions in this subsection above apply to the project. Any supporting documentation and applicable application fees shall be submitted with the deviation request.

(c) Dedication of Right-of-Way. Dedication of right-of-way is required to be executed prior to building permit issuance or final project approval. For subdivisions, short subdivisions and binding site plans, the dedication shall be required on the final recording documents. For projects that are not part of a

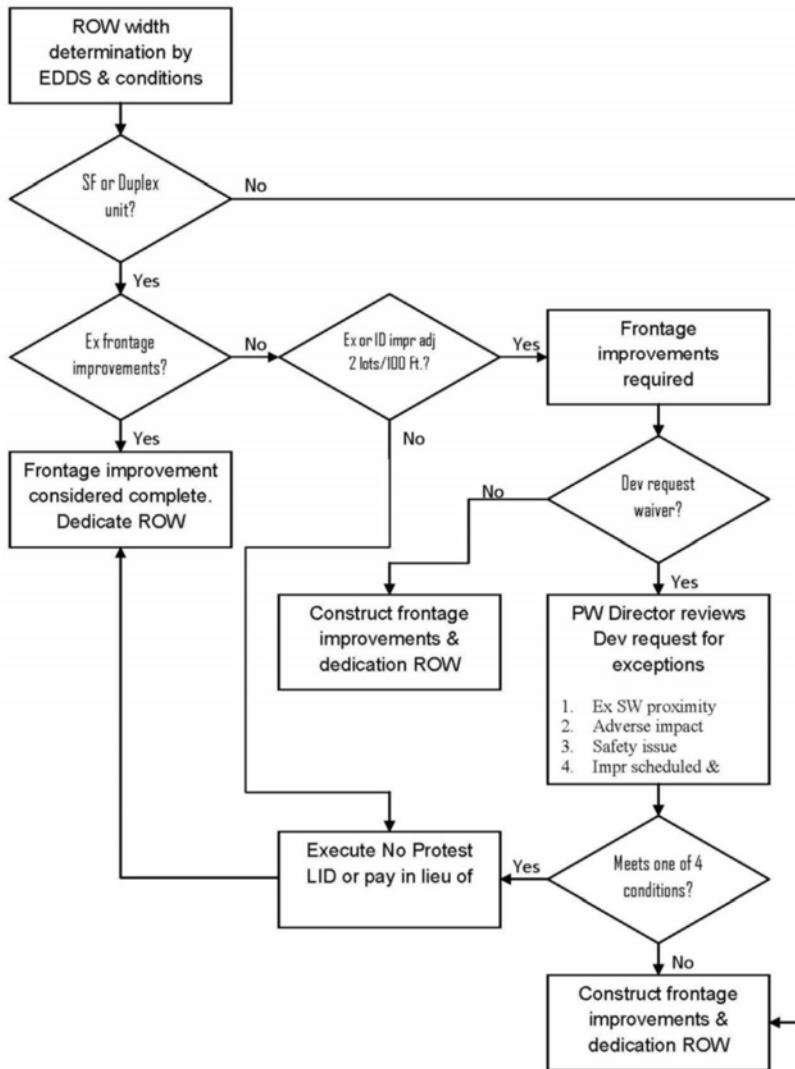
subdivision of land, the applicant shall submit the required executed documents on forms provided by the City. The City shall record the documents upon obtaining the appropriate City signatures and the applicant or property owner pays the recording fees.

(d) Acceptance of Frontage Improvements. The Public Works Director or designee may approve an extension for the completion of the improvements for up to one year if the Public Works Director or designee receives a surety bond or equivalent cash deposit ensuring the timely completion of the improvements. Said surety bond shall meet the requirements set forth in Section [14.16A.180](#) (Security Mechanisms).

(e) State or Federal Law. Where an applicant demonstrates under applicable State or Federal law that the required dedication or improvements are unlawful, the Public Works Director or designee, to the extent the obligation is unlawful, shall not require the dedication or improvements required by this section as a condition of final acceptance or of building permit issuance.

(f) Appeal of Director Decision. Any appeal of the Director or designee's determination shall be processed using the appeal processes specified for the underlying application pursuant to Section [14.16A.265](#). A timely appeal shall be required in order to constitute an exhaustion of remedies under this section.

Process Flow Chart



Commented [DR7]: Proposing to delete this

(Ord. 916, Sec. 2 (Exh. 1), 2014)

14.56.180 Road and Sidewalk Requirements in Unsubdivided Developments. SHARE

(a) Within unsubdivided developments, which include multifamily, commercial and industrial developments, all private roads and access ways shall be designed and constructed to facilitate the safe and convenient movement of motor vehicle and pedestrian traffic. Width of roads, use of curb and gutter, and paving specifications shall be determined by the provisions of this title dealing with parking (Chapter [14.72](#)) and drainage (Chapter [11.06](#)). To the extent not otherwise covered in the foregoing chapters, and to the extent that the requirements set forth in this chapter for subdivision streets may be relevant to the roads in unsubdivided developments, the requirements of this chapter may be applied to satisfy the standard set forth in the first sentence of this subsection.

(b) Whenever a road in an unsubdivided development connects two or more collector or arterial streets in such a manner that any substantial volume of through traffic is likely to make use of this road, such road shall be constructed in accordance with the standards applicable to subdivision streets and shall be dedicated to the public. In other cases when roads in unsubdivided developments within the city are constructed in accordance with the specifications for subdivision streets, the city may accept an offer of dedication of such streets.

(c) In all unsubdivided residential development, sidewalks shall be provided linking dwelling units with other dwelling units, the public street, and on-site activity centers such as parking areas, laundry facilities, and recreational areas and facilities. Notwithstanding the foregoing, sidewalks shall not be required where pedestrians have access to a road that serves not more than nine dwelling units.

(d) Whenever the permit-issuing authority finds that a means of pedestrian access is necessary from an unsubdivided development to schools, parks, playgrounds, or other roads or facilities and that such access is not conveniently provided by sidewalks adjacent to the roads, the developer, through coordination with the applicable agency, may be required to reserve an unobstructed easement of at least 10 feet to provide such access.

(e) The sidewalks required by this section shall be at least five feet wide and constructed according to the specifications set forth in the currently adopted version of the Engineering Design and Development Standards for the City of Lake Stevens. Alternate pedestrian facilities may be considered on a case by case basis through an EDDS deviation. (Ord. 796, Sec. 20, 2009)

[14.56.190 Off-Site Traffic Mitigation.](#) 

(a) Applicants for all administrative conditional or conditional use permits, Planning Director or Public Works Director approvals for short subdivisions creating five or more lots, all multifamily residential (four dwelling units or greater), commercial, industrial, or recreational building permits shall, where warranted, contribute to off-site right-of-way improvements based upon traffic volumes generated by the project and

Commented [DR8]: This section conflicts with our fees resolution and current practice for collecting traffic mitigation fees. I propose to delete the section. Applicants contribute to off-site traffic mitigation through the payment of impact fees, paid by the PM peak hour trip, an accepted practice by the ITE.

other factors indicated below; provided, that in the event the City requires formation of a local improvement district (LID) for construction of right-of-way improvements the developer's contribution share shall be determined as provided in Chapter 36.88 RCW and by City ordinance. The volume of traffic generated by the project in relationship to the total of current traffic volumes plus the traffic generated by the development expressed in ADT will be used as the primary measurement in establishing the share of cost of the road improvement or its implementation which the permit applicant will be required to fund. The ratio of traffic volumes will be determined by dividing the number of vehicles being added as a result of the applicant's proposal by the ADT using the road system following development. The number of vehicle trips being added by the development will be determined by using the following trip generation factors listed in Table 14.56-II.

(b) Other trip generation factors will be determined and supplied by the Planning Director or Public Works Director as needed using the document Trip Generation (Institute of Transportation Engineers, Arlington, VA, current edition). The Planning Director or Public Works Director may reduce such trip generation factors where adequate public transportation facilities are available, or where the type of development clearly will not generate the number of daily trips set forth as a factor above.

Table 14.56-II: Trip Generation Factors

LAND-USE TYPE	DAILY TRIPS	UNIT
Single-family	10.0	Dwelling unit
Apartments	6.1	Dwelling unit
Industrial & Warehouse	8.0	1,000 sq. ft. gross leasable floor area

(c) The analysis required in subsections (a) and/or (b) of this section shall be provided by the applicant, in the form of a traffic impact study prepared by a qualified traffic engineer and conforming to the administrative guideline entitled "Traffic Impact Analysis Guidelines (TIAG)." The traffic reports so generated shall be reviewed by the Planning Director, or its representative, for conformance to the intent of this section, the TIAG and traffic engineering standards. Where differences of professional opinion exist, the Planning Director's opinion shall be final.

(d) A fee for traffic report review, as set by resolution, shall be levied against the applicant. (Ord. 811, Sec. 58, 2010)

14.56.192 Collection of Pre-Annexation Traffic Mitigation Fees.*  

~~Pursuant to the terms of an interlocal agreement with Snohomish County, the City may collect traffic impact mitigation fees, that were, imposed by the County, under County code and for which the application was vested under County code, where the subject property has been annexed to the City since the fees were imposed by the County. The City may condition the issuance of building permits or a certificate of occupancy on the payment of such fees. When the fees are paid to the City, the City shall issue a receipt to the applicant which deems the fee obligation of the City and the County satisfied and which indemnifies the applicant from payment of such fees to the County.~~ (Ord. 859, Sec. 1, 2011)

* Code reviser's note: Section 3 of Ordinance 859 adopts sections of the Snohomish County Code concerning mitigation fees and concurrency determination. The text of these sections is attached as Exhibit 1 to the ordinance, on file with the City Clerk's office.

14.56.200 Attention to Disabled Persons in Street and Sidewalk Construction.  

(a) Whenever curb and gutter construction is used on public streets, wheelchair ramps for disabled persons shall be provided at intersections and other major points of pedestrian flow. Wheelchair ramps and depressed curbs shall be constructed in accordance with published standards of the Washington State Building Code addressing accessibility.

(b) In unsubdivided developments, sidewalk construction for disabled persons shall conform to the requirements of the chapter of the Washington State Building Code addressing accessibility. (Ord. 468, Sec. 2, 1995)

14.56.210 Street Names and House Numbers.  

Street names and house numbers assigning procedures are hereby established by policy. (Ord. 539, 1997; Ord. 515, Sec. 1, 1996; Ord. 468, Sec. 2, 1995)

14.56.220 Bridges.  

All bridges shall be constructed in accordance with the standards and specifications of the Washington State Department of Transportation and the Washington State Department of Fish and Wildlife, except that bridges on roads not intended for public dedication may be approved by Public Works Director and Community Planning Director, if designed by a licensed architect or engineer and approved by the Washington State Department of Fish and Wildlife.

14.56.230 Utilities.  

Utilities installed in public rights-of-way or along private roads shall conform to the requirements set forth in Chapter [14.60](#) (Utilities).

14.56.240 Vacations of Public Rights-of-Way. 

Applications for vacations of public rights-of-way shall be processed according to Section [14.16C.095](#).
(Ord. 811, Sec. 59, 2010)

14.56.250 Right-of-Way Permit Required. 

Prior to performing any work within a public right-of-way, the person performing the work shall obtain a right-of-way permit from the Public Works Director, who may condition the permit as necessary to protect the public health, safety and welfare. (Ord. 468, 1995)

14.56.260 Implementation of Traffic Calming Techniques. 

(a) The standards contained within this chapter may be varied on new roads or modifications of existing roads for the purpose of implementing traffic calming techniques and the following criteria are met:

- (1) There is a demonstrated need for calming (i.e., not an excuse to build substandard roads).
- (2) The modifications are limited to the least amount necessary to implement the desired technique.
- (3) It is demonstrated to the satisfaction of the Lake Stevens Public Works ~~and Police~~ Departments that the proposed techniques will be effective in achieving their objectives.
- (4) The proposal does not result in the level of service (LOS) dropping lower than the adopted standard for any City road.
- (5) The proposal does not create a traffic hazard.
- (6) The proposal does not come at cost of bike lane or pedestrian access.
- (7) Developers who install traffic calming techniques are encouraged to also incorporate low impact development techniques for stormwater management. Toward that end, projects may incorporate storm facilities in lieu of landscape strip.
- (8) The proposal must be acceptable to ~~Public w~~Works for purposes of not creating undue maintenance needs and for ensuring the replacement life of the facilities is acceptable relative to the costs of replacing the facilities.
- (9) The proposal must be acceptable to the fire and police chiefs for public safety purposes.
- (10) For modifications to existing streets where significant use of on-street parking already occurs, the proposal must accommodate on-street parking.

(11) The proposal must accommodate installation of utilities to adopted standards. The proposal does not significantly increase the potential to adversely impact the environment than would building a standard street.

(12) The proposal doesn't significantly impact residents access or adversely impact adjacent or nearby properties.

(b) Prior to approval of modifying an existing street not associated with a land use development, the City Council shall conduct a public meeting to solicit input from people in the affected neighborhood. In making a decision whether to approve a proposal, the Council shall consider public testimony in regards to the previous criteria, and any other information which demonstrates the appropriateness of the proposal.

(c) For new streets in new developments, public comments and testimony shall be afforded through the process set forth for the land use permit associated with the new development. (Ord. 796, Sec. 21, 2009; Ord. 662, Sec. 6, 2002)

14.56.270 Private Landscape Usage of Public Right-of-Way. 

(a) Right-of-way dedicated for the purpose of public use may be used by an adjacent private property owner for landscape enhancement as described in subsection (b) of this section, or as described in subsection (c) of this section if approved in writing by the Public Works Director, and provided the enhancement does not:

(1) Occur within a right-of-way adjacent to a designated state route without prior approval from WSDOT of the proposed enhancement; and

(2) Create a sight distance condition for both the public and the adjacent properties within the public right-of-way; and

(3) Impact or alter existing drainage flows or existing drainage systems within the right-of-way; and

(4) Obstruct pedestrian movement as existing prior to any enhancement work; and

(5) Come within three feet from the edge of the existing driving lane; and

(6) Have a casted cement concrete, asphalt, or metal foundation; and

(7) Add additional impervious surface; and

- (8) Create a glare from the sun or headlights that affect users of the public right-of-way; and
- (9) Have electrical power service; and
- (10) Require mechanical excavation for placement; and
- (11) Include a sign or moving object (i.e., wind- or self-power-operated yard display); and
- (12) Create a health, safety, and welfare concern or issue to the public as determined by the Public Works Director.

(b) Private enhancement allowed within the public right-of-way requires the approval of the Public Works Director unless included in the following:

- (1) Manicured lawn.
- (2) Ground cover, bushes, shrubs and plants.
- (3) City-approved street trees.
- (4) Nonstructure landscaping walls less than three feet in height.
- (5) Paver bricks and concrete patio type step blocks.
- (6) Landscaping rocks no larger than six inches at the widest point.
- (7) Landscaping bark.
- (8) Mailbox.
- (9) Irrigation system up to five-eighths-inch in diameter pipe size.
- (10) Gravel shoulder using a crush surface base course material with fines that allows for compaction.

(c) Requests for an approval for the placement of an enhancement within the public right-of-way not included in subsection (b) of this section shall be submitted in writing to the Public Works Director. The request must include a detailed description of the proposed enhancement and a sketch showing the location of the proposed enhancement. The Public Works Director shall provide a written response to all requests either approving or denying approval. If a request is denied, an explanation will be provided. The decision of the Public Works Director shall be final and conclusive and there shall be no right of appeal.

(d) A right-of-way permit per Section [14.56.250](#) will be required prior to private enhancement being placed in the public right-of-way with the following private enhancements being exceptions:

- (1) Manicured lawn.
- (2) Ground cover, bushes, shrubs and plants.
- (3) Paver bricks and concrete patio type step blocks.
- (4) Landscaping bark.

(e) Any private enhancement placed within the public right-of-way may be required by the City to be removed at some future date. When practical, the City shall give 15 calendar days' notification to the adjacent property owner to remove such enhancement. In the event that the adjacent property owner does not remove such enhancements following the 15 calendar days' notification or the Public Works Director determines that an immediate action is needed, such as a safety, weather related, or part of a construction project, that requires the use of the public right-of-way, the City may take immediate action to remove any enhancement within the public right-of-way. The costs of such abatement by the City shall be the responsibility of the owner of the adjacent property. Such costs may be recovered by the City in accordance with the provisions of Section [9.60.210](#).

(f) The owner of the adjacent property is responsible for the maintenance of private enhancement along its frontage and sides. If maintenance is needed for public safety, the City may perform the work without notification to the property owner. The costs of such maintenance shall be deemed costs of abatement and shall be the responsibility of the owner of the adjacent property. Such costs may be recovered by the City in accordance with the provisions of Section [9.60.210](#).

(g) The City shall not be responsible to protect, preserve, or return any enhancements removed from the public right-of-way. No reimbursement will be made by the City for any loss, removal, or damage to said enhancements within the public right-of-way.

(h) The City's cost of abatement or costs of maintenance shall be the City's actual costs plus an administrative fee of not less than 15 percent.

(i) Enhancements installed and maintained in accordance with the provisions of this section shall not be deemed a nuisance under Section [9.60.170](#). (Ord. 843, Sec. 1, 2011)

14.56.280 Complete Streets. 

(a) The City of Lake Stevens should, to the best of its ability, and subject to the limits of its financial resources, plan for, design and construct new transportation projects to provide appropriate accommodation for pedestrians, bicyclists, motor vehicle drivers, public transportation users and drivers, people of all ages and abilities including, but not limited to, children, youth, families, older adults, and individuals with disabilities.

(b) Exceptions. Exceptions to this policy may be determined by the Public Works Director, City Engineer, Mayor, City Council, City Administrator or designee. Facilities for pedestrians, bicyclists, transit users, motorists, and/or people of all abilities are not required to be provided:

- (1) Where their establishment would promote or accommodate uses of the street that are prohibited by law;
- (2) Where their establishment would be contrary to public health and safety;
- (3) Where there is no City-identified need;
- (4) Where ordinary maintenance activities, designed to keep assets in serviceable condition (e.g., striping, cleaning, sweeping, spot repair and pavement preservation), would be wholly or partially impeded;
- (5) Where the costs associated with planning and implementing "complete streets" is, or would be, disproportionate to the current need or future benefit;
- (6) Where a documented exception or deviation has been granted by the Public Works Director, City Engineer or designee;
- (7) Where implementing "complete streets" practices on a small project would create a short section of improvements that create problematic transitions on either end or that are unlikely to be followed by similar improvements at either end which result in little to no progress toward implementing "complete streets";
- (8) Where implementing "complete streets" practices would have an adverse impact on environmental resources including, but not limited to, streams, rivers, lakes, wetlands, floodplains or historic structures/sites beyond the impacts of existing infrastructure;
- (9) Where implementing a "complete streets" practice would be contrary to or conflict with the City's adopted street design standards and/or the City's adopted Transportation Improvement Plan.

(Ord. 965, Sec. 1, 2016)

Part II. Street Assessment Reimbursement Agreements

14.56.300 Purpose.  

This part implements and makes available to the public the provisions of Chapter [35.72](#) RCW as the same now exists or may hereafter be amended.

14.56.310 Authorization.  

The Public Works Director is authorized to accept applications for the establishment by contract of an assessment reimbursement area as provided by state law, provided, such application substantially conforms to the requirements of this chapter.

14.56.320 Applications.  

Applications for the establishment of an assessment reimbursement area shall be accompanied by the application fee as set by the City Council by resolution and shall include the following items:

- (a) Detailed construction plans and drawings of the entire street project to be borne by the assessment reimbursement area prepared and stamped by a licensed engineer.
- (b) Itemization of all costs of the street project including, but not limited to, design, grading, paving, installation of curbs, gutters, storm drainage, sidewalks, street lights, engineering, construction, property acquisition and contract administration.
- (c) A map and legal description identifying the proposed boundaries of the assessment reimbursement area and each separately owned parcel within such area. Such map shall identify the location of the street project in relation to the parcels of property in such area.
- (d) A proposed assessment reimbursement roll stating the proposed assessment for each separate parcel of property within the proposed assessment reimbursement area as determined by apportioning the total project cost on the basis of the benefit of the project to each such parcel of property within said area.
- (e) A complete list of record owners of property within the proposed assessment reimbursement area certified as complete and accurate by the applicant and which states names and mailing addresses for each such owner.
- (f) Envelopes addressed to each of the record owners of property within the assessment reimbursement area who have not contributed their pro rata share of such costs. Proper postage for registered mail shall be affixed or provided.

(g) Copies of executed deeds and/or easements in which the applicant is the grantee for all property necessary for the installation of such street project.

14.56.340 Assessment Methods.  

The Public Works Director shall use a method of assessment which is based on the benefit to the property owner from the project, which may include the methods of assessment authorized in RCW Chapter [35.44](#) for local improvement districts.

14.56.350 Notice to Property Owners.  

Prior to the execution of any contract with the City establishing an assessment reimbursement area, the Public Works Director or designee shall mail, via registered mail, a notice to all record property owners within the assessment reimbursement area as determined by the City on the basis of information and materials supplied by the applicant, stating the preliminary boundaries of such area and assessments along with substantially the following statement:

As a property owner within the Assessment Reimbursement Area whose preliminary boundaries are enclosed with this notice, you or your heirs and assigns will be obligated to pay under certain circumstances a pro rata share of construction and contract administration costs of a certain street project that has been preliminarily determined to benefit your property. The proposed amount of such pro rata share or assessment is also enclosed with this notice. You, or your heirs and assigns, will have to pay such share, if any development permits are issued for development on your property within _____ (____) years of the date a contract establishing such area is recorded with Snohomish County provided such development would have required similar street improvements for approval.

You have a right to request a hearing before the City Council within twenty (20) days of the date of this notice. All such requests must be made in writing and filed with the City Clerk. After such contract is recorded it shall be binding on all owners of record within the assessment area who are not a party to the contract.

14.56.360 City Council Action.  

If an owner of property within the proposed assessment reimbursement area requests a hearing, notice of the hearing shall be given to all affected property owners in addition to the regular notice requirements specified by this part, the cost of which shall be borne by the applicant. At a hearing the City Council shall take testimony from affected property owners and make a final determination of the area boundaries, the amount of assessments, length of time for which reimbursement shall be required and shall authorize the execution of appropriate documents. The City Council's ruling on these matters is determinative and final.

If no hearing is requested, the Council may consider and take final action on these matters at any public meeting 20 days after notice was mailed to the affected property owners.

14.56.370 Contract Execution and Recording. 

- (a) Within 30 days of final City Council approval of an assessment reimbursement agreement, the applicant shall execute and present such agreement for the signature of the appropriate City officials.
- (b) The agreement must be recorded in the Snohomish County Recorder's Office within 30 days of the final execution of the agreement.
- (c) If the contract is so filed and recorded, it shall be binding on owners of record within the assessment area who are not party to the agreement. (Ord. 468, 1995)

14.08.010 Definitions of Basic Terms. 

Unless otherwise specifically provided, or unless clearly required by the context, the words and phrases defined in this section shall have the meaning indicated when used in this title.

Shared Driveway. A private driveway located on two easements used for the access of one or more dwelling units, where each easement provides half the width of the driveway.

Attachment 2

From: [Dylan Sluder](#)
To: [Dillon Roth](#)
Subject: Questions on Streets and Sidewalks Draft Code Changes
Date: Monday, April 1, 2019 10:50:10 AM
Attachments: [image001.png](#)
[image002.png](#)
[image004.png](#)
[image005.png](#)

Dillon,

I hope you are having a great start to the week! I had a few questions brought up to me by members and I wanted to reach out and ask for some clarity.

1. There was a question on path requirements for longer blocks. They mentioned that there are times when critical areas or other site constraints do not make this possible. Adding “when practicable” could alleviate some of the concerns. Here is the language referred to:
 - (c) The length of residential blocks should range between 500 and 700 feet, unless no other practicable alternative is available. **In blocks with a length in excess of 700 feet, the city shall require dedication of a paved path not less than 10 feet wide through the middle of the block to provide an internal pedestrian walkway to connect other portions of the neighborhood.**
2. There was also a question asked about a possible conflict with the Fire code in the General Layout of Streets. Here is the passage of concern:
 - (i) A subdivision containing thirty or more dwelling units shall have two vehicular access points, located at least one hundred feet apart. (Ord. 662, Sec. 5, 2002; Ord. 468, 1995).
3. The last question was in Residential Streets and Private Roads on Private Access Tracts. They asked what the access section width and pavement type were in the following section:
 - (c) Private access tracts may only be created through the short plat process and shall provide access for four or fewer dwelling units and shall have a delineated pedestrian facility. Where an existing private access tract is nonconforming with respect to minimum tract width or minimum pavement width, no additional dwelling units may take access off of the tract without bringing it into conformance with this chapter.

Thanks for your help on answering these!

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