



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, August 27, 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		
NEW EMPLOYEE INTRODUCTIONS	<ul style="list-style-type: none">• Khader Welaye, IT• Scott Perron, Building Inspector/Code Enforcement;• Jessica Dreher, PD Administrative Assistant• Sabrina Gassaway, Associate Planner	
COUNCIL BUSINESS		Council President
CITY DEPARTMENT REPORT	Update	
CONSENT AGENDA	<ul style="list-style-type: none">*A 2019 Vouchers*B City Council Special Meeting Minutes of August 7, 2019*C City Council Meeting Changes*D Amendment No. 8 to Interlocal Agreement with Lake Stevens School District re School Resource Officer*E Appointment to Arts Commission*F Consent to Name Interim Human Resources Director/Risk Manager as Agent to Receive Claims for Damage	<ul style="list-style-type: none">BarbKathyKathyBarbMayorTeri

Lake Stevens City Council Regular Meeting Agenda

August 27, 2019

	*G Machias Industrial Annexation: Accept Updated 10% Annexation Petition and Authorize 60% Petition Circulation	Russ
MAYOR'S BUSINESS	H Oath of Office: Veterans Commission and Arts Commission	
PUBLIC HEARING:		
ACTION ITEMS:	*I Frontier Village Access Bid Award and Approve Contract with SRV Construction, Inc.	Grace/Eric
	*J Professional Services Contract with Welch Comer for Construction Management of Frontier Village Way Access Improvement	Grace/Eric
	*K South Lake Stevens Road Right of Way Acquisition	Aaron/Eric
	*L Human Resources Director Salary Adjustment	Teri
	*M Police Department Vehicle Purchase 2020	John D.
	*N Resolution 2019-14 Declaring the Official Intent to Reimburse for Acquisition of Real Property and Remodeling Costs of a Police Department Building	Barb

DISCUSSION ITEMS:

EXECUTIVE SESSION:	O Real Property Sale/Acquisition (2) Collective Bargaining
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ADJOURN

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

Special Needs

The City of Lake Stevens strives to provide accessible opportunities for individuals with disabilities. Please contact Human Resources, City of Lake Stevens ADA Coordinator, (425) 622-9400, at least five business days prior to any City meeting or event if any accommodations are needed. For TDD users, please use the state's toll-free relay service, (800) 833-6384, and ask the operator to dial the City of Lake Stevens City Hall number.

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



**CITY DEPARTMENT REPORT
CITY COUNCIL REGULAR MEETING
August 27, 2019**

Finance – Update

The 2020 Budget process has begun. Departments are currently reviewing and prioritizing their needs. The Mayor's preliminary budget will be presented to Council in October. The 2020 Budget Schedule is attached for your convenience.

The Office of Public Defense Social Worker grant application has been submitted for the 2020 – 2021 cycle. The Cities of Lake Stevens and Arlington have collectively requested \$50,000 for the two-year grant cycle (\$25,000 per year) to continue the program administered by contract with Feldman & Lee. Staff will bring forward contract amendments related to this program to align the contract end dates to include: the ILA with Arlington for the continued administration of the grant by Lake Stevens; the agreement with Feldman & Lee for Social Worker Services; and the agreement with Feldman & Lee for Public Defender Services.

Public Works - Update

Central Paving LLC - \$35,250.00:

The crack seal street repair program is budgeted not to exceed \$100,000 in the 2019 budget, and staff anticipates this will become an annual street repair program. Staff went out for bid and three bids were received with the lowest responsive bid being from Central Paving LLC in the amount of \$35,250.00. If the weather holds, staff plans to amend the contract to provide for additional crack seal up to the budgeted amount. The initial contract with Central will provide for crack seal repair of sections of Vernon Road, 20th Street NE and South Lake Stevens Road.



2020 Budget Calendar

Budget Instructions to Department Heads	August 12, 2019
Budget Revenue & Expenditure Estimates Filed w/City Clerk	August 31, 2019
Estimates Presented to City Administrator & Mayor	September 6, 2019
Department Heads Meet w/City Administrator & Mayor	September 9 - 20, 2019
Estimated Revenues & Preliminary Budget Provided to Legislative Body	October 1, 2019
Council Study Session	October 1, 2019
Council Study Session – Mayor's Budget Recommendations	October 8, 2019
Council Study Session	October 15, 2019
Council Study Session (If No October 29 th Workshop)	October 22, 2019
Council Study Session	October 29, 2019
Notice of Public Hearing (submit 10/21/18)	October 29, 2019
Preliminary Budget and Budget Message Filed w/City Clerk	November 1, 2019
Copies of Preliminary Budget Made Available to the Public	November 1, 2019
Notice of Public Hearing (submit 10/21/18)	November 5, 2019
Council Study Session (if needed)	November 5, 2019
Public Hearing #1 (Property Tax Levy)	November 12, 2019
Final Public Hearing and Budget Adoption	November 26, 2019
Final Public Hearing (continuation) and Budget Adoption (if needed)	December 10, 2019

BLANKET VOUCHER APPROVAL
2019

Payroll Direct Deposits	8/10/2019	\$237,047.65
Payroll Checks	48392	\$1,836.83
Electronic Funds Transfers	ACH	\$299,572.81
Claims	48393-48402, 48404-48538	\$1,041,953.13
Void Checks	48357	(\$4,500.00)
Total Vouchers Approved:		\$1,575,910.42

This 27th day of August 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



August 27th, 2019

City Expenditures by Type on this voucher packet

Personnel Costs	\$	238,884	15%
Payroll Federal Taxes	\$	101,198	6%
Standard Insurance	\$	296	0%
Retirement Benefits - Employer	\$	57,789	4%
Medical Benefits - Employer	\$	141,683	9%
Other Employer paid Benefits	\$	363	0%
Employee paid benefits - By Payroll	\$	21,137	1%
Supplies	\$	63,843	4%
Professional Services *	\$	339,213	22%
Capital **	\$	616,003	39%
Debt Payments	\$	-	0%
Void Check	\$	(4,500)	-0.3%
Total	\$	1,575,910	100%

Large Purchases

* Noxious and Nuisance Aquatic Weeds Treatment - \$24,907

* 24th Street SE Extension Consulting - \$24,973

* Dispatch Services - \$28,214

** Cavalero Park Improvements Project - \$497,215



Total for Period	
\$1,341,525.94	

Checks to be approved for period 08/01/2019 - 08/22/2019

Vendor: Ace Hardware
Check Number: 48404

Invoice No	Check Date	Account Number	Account Name	Description	Amount
62534	8/21/2019	001 010 576 80 48 00	PK-Repair & Maintenance	Hanger Hose Wall Mount	\$32.68
63442	8/21/2019	309 016 595 61 63 01	Sidewalk Construction	Razors/Microfiber Cloths	\$22.86
63445	8/21/2019	309 016 595 61 63 01	Sidewalk Construction	Tape/Poly Gloss/Sanding Discs	\$108.95
63446	8/21/2019	309 016 595 61 63 01	Sidewalk Construction	Fasteners	\$2.59
63459	8/21/2019	309 016 595 61 63 01	Sidewalk Construction	Caulkgun/Concrete Epoxy	\$49.03
63490	8/21/2019	410 016 531 10 31 02	SW-Operating Costs	Flashlight	\$25.06
63542	8/21/2019	410 016 531 10 31 02	SW-Operating Costs	Tape/Blades	\$67.54
63591	8/21/2019	410 016 531 10 31 02	SW-Operating Costs	Jig Saw Kit/Chargers/Pliers/Paint/Blades	\$314.61
63597	8/21/2019	410 016 531 10 31 02	SW-Operating Costs	Primer	\$15.01
63625	8/21/2019	410 016 531 10 31 02	SW-Operating Costs	Conduit/Liquid Fit/PVC Cutter	\$125.82
63636	8/21/2019	410 016 531 10 31 02	SW-Operating Costs	Anchoring Cement/Colorant Cement	\$23.96
63671	8/21/2019	001 010 576 80 31 00	PK-Operating Costs	Rotor Sprinkler/Pipes	\$15.67
63681	8/21/2019	001 010 576 80 31 00	PK-Operating Costs	Fasteners	\$137.21
63682	8/21/2019	001 010 576 80 31 00	PK-Operating Costs	Credit Fasteners	(\$125.78)
					\$815.21

Vendor: Ace Hardware
Check Number: 48405

Invoice No	Check Date	Account Number	Account Name	Description	Amount
63689	8/21/2019	410 016 531 10 31 02	SW-Operating Costs	PVC Pipe	\$35.48
63690	8/21/2019	410 016 531 10 31 02	SW-Operating Costs	Conduit/PVC Elbows	\$50.09
63703	8/21/2019	410 016 531 10 31 02	SW-Operating Costs	Spray Paint	\$10.01
63718	8/21/2019	410 016 531 10 31 02	SW-Operating Costs	Rain-X Wash/Wash Mitt	\$21.99
63745	8/21/2019	410 016 531 10 31 02	SW-Operating Costs	Wire Rope Clip	\$9.09
63760	8/21/2019	410 016 531 10 31 02	SW-Operating Costs	Lawn & Garden/Sprayer	\$10.89
63770	8/21/2019	410 016 531 10 31 02	SW-Operating Costs	Rags/Cement PVC	\$30.48
63804	8/21/2019	410 016 531 10 31 02	SW-Operating Costs	PVC Elbows/Bushings/Nipples	\$51.63
63806	8/21/2019	001 010 576 80 31 00	PK-Operating Costs	Tape/Grease Gun Lever/Pliers	\$75.54
63807	8/21/2019	410 016 531 10 31 02	SW-Operating Costs	Couplings/Nipples	\$34.37
63833	8/21/2019	410 016 531 10 31 02	SW-Operating Costs	Couplings	\$3.91
63870	8/21/2019	001 008 521 21 31 00	LE-Boating Minor Equipment	Deep Stain Remover/Fasteners	\$12.85
63918	8/21/2019	001 010 576 80 31 00	PK-Operating Costs	Credit Grease Gun Lever	(\$25.06)
					\$321.27

Vendor: AFLAC
Check Number: 0

Invoice No	Check Date	Account Number	Account Name	Description	Amount
080919	8/13/2019	001 000 284 00 00 00	Payroll Liability Other	Employee paid Insurance Prem	\$1,446.60

Vendor: Alliance 2020 Inc

Check Number: 48406

Invoice No	Check Date	Account Number	Account Name	Description	Amount
570978	8/21/2019	001 008 521 20 41 00	LE-Professional Services	Background Check New Hire	\$118.10
					\$118.10

Vendor: Amazon Capital Services

Check Number: 48407

Invoice No	Check Date	Account Number	Account Name	Description	Amount
1DX4-HYM9-6NKN	8/21/2019	001 008 521 30 31 00	LE-Community Outreach Supplies	Ribbons for Suicide Prevention Awareness	\$61.74
1FP7-117C-9XFL	8/21/2019	001 008 521 20 31 00	LE-Office Supplies	Expanding File Folders	\$14.16
1FP7-117C-9XFL	8/21/2019	001 008 521 30 31 00	LE-Community Outreach Supplies	Paper Plates/Sports Swing Ball Set	\$22.99
1JV1-F61M-MW61	8/21/2019	001 008 521 20 31 02	LE-Minor Equipment	USB Flash Drives/DVD-R	\$92.68
1MYH-JK4F-CCRV	8/21/2019	001 008 521 20 31 02	LE-Minor Equipment	Surface Pro Cover	\$25.05
1PC3-W3LR-49NH	8/21/2019	001 008 521 20 31 02	LE-Minor Equipment	Shooting Hearing Protection Muff	\$65.35
					\$281.97

Vendor: Amazon Capital Services

Check Number: 48408

Invoice No	Check Date	Account Number	Account Name	Description	Amount
1DX4-HYM9-DTMY	8/21/2019	001 007 571 00 30 00	PL-Park & Recreation	Wiffle Balls/Bats - Movies in the Park	\$114.38
1VQW-4QWY-VCYD	8/21/2019	001 010 576 80 31 01	PK-Ops-Clothing	Waders/Wading Belt	\$163.15
1WL1-7H1G-6QQJ	8/21/2019	001 003 514 20 31 00	CC-Office Supply	Certificate Paper	\$19.59
1WL1-7H1G-6QQJ	8/21/2019	101 016 544 90 31 01	ST-Office Supplies	Headset with Mic	\$12.05
1WL1-7H1G-6QQJ	8/21/2019	410 016 531 10 31 01	SW-Office Supplies	Headset with Mic	\$12.05
					\$321.22

Vendor: Anderson

Check Number: 48409

Invoice No	Check Date	Account Number	Account Name	Description	Amount
072419 ANDERSON	8/21/2019	001 008 521 20 43 00	LE-Travel & Per Diem	PerDiem - Meals FAA Part 107/Burien - A Anderson	\$228.00
					\$228.00

Vendor: Andreyanov

Check Number: 48410

Invoice No	Check Date	Account Number	Account Name	Description	Amount
0819 ANDREYANOV	8/21/2019	003 007 558 50 41 00	Developer Reimbursement	LUA2019-0122 Developer Refund	\$438.94
					\$438.94

Vendor: Aquatechnex LLC

Check Number: 48411

Invoice No	Check Date	Account Number	Account Name	Description	Amount
10461	8/21/2019	410 016 531 10 41 02	SW-Milfoil Treatment	Noxious and Nuisance Aquatic Weeds Treatment	\$24,906.50
					\$24,906.50

Vendor: Assoc of Washington Cities EFT

Check Number: 0

Invoice No	Check Date	Account Number	Account Name	Description	Amount
080919	8/13/2019	001 000 283 00 00 00	Payroll Liability Medical	Medical Insurance Premium	\$138,730.82
080919	8/13/2019	001 008 521 20 20 00	LE-Benefits	Medical Insurance Premium	(\$50.02)
080919	8/13/2019	001 013 518 30 20 00	GG-Benefits	Medical Insurance Premium	(\$1.21)
080919T	8/13/2019	001 000 283 00 00 00	Payroll Liability Medical	Teamster Dental Premium	\$2,952.11
080919T	8/13/2019	001 010 576 80 20 00	PK-Benefits	Teamster Dental Premium	\$36.87
080919T	8/13/2019	001 013 518 30 20 00	GG-Benefits	Teamster Dental Premium	\$36.88

080919T	8/13/2019	101 016 542 30 20 00	ST-Benefits	Teamster Dental Premium	\$36.87
080919T	8/13/2019	410 016 531 10 20 00	SW-Benefits	Teamster Dental Premium	\$36.87
					\$141,779.19

Vendor: Barnes

Check Number: 48412

Invoice No	Check Date	Account Number	Account Name	Description	Amount
090919 BARNES	8/21/2019	001 008 521 20 43 00	LE-Travel & Per Diem	PerDiem - Meals FBI-LEEDA CLI Marysville - Barnes	\$100.00
					\$100.00

Vendor: Barrett

Check Number: 48413

Invoice No	Check Date	Account Number	Account Name	Description	Amount
1901	8/21/2019	302 010 594 76 61 01	PM - North Cove Capital	Debris Removal - Williams Property	\$18,072.93
1902	8/21/2019	309 016 595 61 63 01	Sidewalk Construction	Transfer Materials to City Yard	\$2,902.50
1904	8/21/2019	309 016 595 61 63 01	Sidewalk Construction	Debris Removal From City Yard	\$9,240.00
1907	8/21/2019	302 010 594 76 61 01	PM - North Cove Capital	Hauling Waste Mgmt Containers - Williams Property	\$17,160.00
					\$47,375.43

Vendor: Beazizo

Check Number: 48414

Invoice No	Check Date	Account Number	Account Name	Description	Amount
091119 BEAZIZO	8/21/2019	001 008 521 20 43 00	LE-Travel & Per Diem	PerDiem - Meals Disaster Recovery Everett - Beazizo	\$20.00
					\$20.00

Vendor: Belson Outdoors LLC

Check Number: 48415

Invoice No	Check Date	Account Number	Account Name	Description	Amount
177269	8/21/2019	305 010 594 76 60 00	North Cove Park Cap-Local	Garbage Bins - North Cove Park	\$3,927.24
177340	8/21/2019	305 010 594 76 60 00	North Cove Park Cap-Local	Benches - North Cove Park	\$5,302.69
					\$9,229.93

Vendor: Berk Consulting Inc

Check Number: 48416

Invoice No	Check Date	Account Number	Account Name	Description	Amount
10410-07-19	8/21/2019	001 007 558 70 41 00	PL-Economic Devel	Economic Evaluation 20th St SE Subarea/LS Center	\$7,683.71
					\$7,683.71

Vendor: Business Card

Check Number: 48417

Invoice No	Check Date	Account Number	Account Name	Description	Amount
BARNES 0819	8/21/2019	001 008 521 20 31 02	LE-Minor Equipment	Child Passanger Seats	\$283.07
BEAZIZO 0719	8/21/2019	001 008 521 20 31 02	LE-Minor Equipment	Speakermic with Wireless Controls/Radio - Aukerman	\$642.53
BEAZIZO 0819	8/21/2019	001 008 521 20 31 01	LE-Fixed Minor Equipment	Sharps Containers	\$150.73
BEAZIZO 0819	8/21/2019	001 008 521 20 31 02	LE-Minor Equipment	Records and Research Request Pistol Transfer Records	\$4.99
BEAZIZO 0819	8/21/2019	001 008 521 20 41 01	LE-Professional Serv-Fixed	Game Camera Renewal	\$9.99
BEAZIZO 0819	8/21/2019	001 008 521 20 43 00	LE-Travel & Per Diem	Hotel - LE Exec LODD Union - Barnes	\$186.55
BEAZIZO 0819	8/21/2019	001 008 521 20 43 00	LE-Travel & Per Diem	Hotel - LE Exec LODD Union - Beazizo	\$186.55
BEAZIZO 0819	8/21/2019	001 008 521 40 49 04	LE-Finance Charges	Beazizo Credit Card Finance Charges	\$17.72
BRAZEL 0819	8/21/2019	001 002 513 11 43 00	AD-Travel & Meetings	2019 Legislative Lunch Meeting	\$99.25
BRAZEL 0819	8/21/2019	001 002 513 11 43 00	AD-Travel & Meetings	Parking - Snohomish County Meeting	\$3.00
BROOKS 0819	8/21/2019	001 008 521 20 31 07	LE-Donation Canine Unit	Canine Dog Food	\$37.76
BROOKS 0819	8/21/2019	001 008 521 20 31 07	LE-Donation Canine Unit	Canine Dog Food	\$53.94
DURPOS 0819	8/21/2019	101 016 542 30 45 00	ST-Rentals-Leases	Double Drum Roller Rental/Trailer Rental	\$979.20

DURPOS 0819	8/21/2019	302 010 594 76 61 01	PM - North Cove Capital	Demo Permit PS Clean Air - Williams Property	\$105.00
ESHLEMAN 0819	8/21/2019	302 010 594 76 61 01	PM - North Cove Capital	L&I Electrical Permit - Williams Property	\$238.20
ESHLEMAN 0819	8/21/2019	309 016 595 61 63 01	Sidewalk Construction	Steel Rebar Pins	\$175.92
ESHLEMAN 0819	8/21/2019	410 016 531 10 31 02	SW-Operating Costs	Treated Poles/Ratchet Tiedown	\$1,022.11
ESHLEMAN 0819	8/21/2019	410 016 531 10 32 00	SW-Fuel	Ethanol Fuel	\$14.34
ESHLEMAN 0819	8/21/2019	410 016 531 10 32 00	SW-Fuel	Ethanol Fuel	\$188.76
ESHLEMAN 0819	8/21/2019	410 016 531 10 32 00	SW-Fuel	Ethanol Fuel	\$234.81
GOOD 0819	8/21/2019	001 001 511 60 43 00	Legislative - Travel & Mtgs	Flight WEFTEC Conference Chicago - Petershagen	\$339.60
GOOD 0819	8/21/2019	001 001 511 60 43 00	Legislative - Travel & Mtgs	Public Officials Forum Luncheon - Petershagen	\$40.00
GOOD 0819	8/21/2019	001 001 511 60 43 00	Legislative - Travel & Mtgs	Public Officials Forum Luncheon - Tageant	\$40.00
GOOD 0819	8/21/2019	001 001 511 60 49 02	Legislative - C.C.Retreat	Food/Supplies for Council Mini Retreat	\$25.39
GOOD 0819	8/21/2019	001 001 511 60 49 02	Legislative - C.C.Retreat	Meal - Council Mini Retreat	\$382.25
GOOD 0819	8/21/2019	001 001 513 10 43 00	Executive - Travel & Mtgs	Flight WEFTEC Conference Chicago - Spencer	\$326.60
GOOD 0819	8/21/2019	001 001 513 10 43 00	Executive - Travel & Mtgs	Public Officials Forum Luncheon - Spencer	\$40.00
GOOD 0819	8/21/2019	001 002 513 11 43 00	AD-Travel & Meetings	Flight WEFTEC Conference Chicago - Brazel	\$339.60
GOOD 0819	8/21/2019	001 002 513 11 43 00	AD-Travel & Meetings	Public Officials Forum Luncheon - Brazel	\$40.00
MINER 0819	8/21/2019	001 008 521 20 31 02	LE-Minor Equipment	Ferry Fees Investigations	\$46.80
MINER 0819	8/21/2019	001 008 521 20 31 07	LE-Donation Canine Unit	K9Track Single Handler Access Online	\$72.00
MINER 0819	8/21/2019	001 008 521 20 42 00	LE-Communication	Shipping Charges - Firearms	\$62.25
SMITH 0819	8/21/2019	001 001 511 60 49 02	Legislative - C.C.Retreat	Food for Council Mini Retreat	\$46.93
SMITH 0819	8/21/2019	001 005 518 10 31 00	HR-Office Supplies	USB Flash Drives	\$27.24
SMITH 0819	8/21/2019	001 005 518 10 49 01	HR-Staff Development	Labor Relations Communicating with Electeds	\$99.00
SMITH 0819	8/21/2019	001 005 518 10 49 01	HR-Staff Development	Labor Relations Tool to Cost a Contract Using Excel	\$70.00
SMITH 0819	8/21/2019	001 005 518 10 49 01	HR-Staff Development	Labor Relations Tool to Cost a Contract Using Excel	\$99.00
STEVENS T 0819	8/21/2019	001 008 521 20 41 01	LE-Professional Serv-Fixed	DUO Security MFA Annual Subscription	\$691.00
STEVENS T 0819	8/21/2019	001 008 521 20 41 01	LE-Professional Serv-Fixed	DUO Security MFA Annual Subscription	\$1,440.00
UBERT 0819	8/21/2019	001 000 369 91 00 00	Miscellaneous Revenue - Other	Costco Renewal - To be Reimbursed	\$113.57
UBERT 0819	8/21/2019	001 008 521 20 31 02	LE-Minor Equipment	Pistol Transfer Background Records Request	\$12.49
UBERT 0819	8/21/2019	001 008 521 20 41 00	LE-Professional Services	RLI Insurnace	\$87.08
UBERT 0819	8/21/2019	001 008 521 20 41 00	LE-Professional Services	RLI Insurnace	\$87.08
UBERT 0819	8/21/2019	001 008 521 20 41 01	LE-Professional Serv-Fixed	LexisNexis July 2019	\$54.50
UBERT 0819	8/21/2019	001 008 521 20 43 00	LE-Travel & Per Diem	Credit Hotel - PD Motorcycle Shelton - Aukerman	(\$50.00)
UBERT 0819	8/21/2019	001 008 521 20 43 00	LE-Travel & Per Diem	Hotel - CAC Conference Dallas TX - Parnell	\$985.47
UBERT 0819	8/21/2019	001 008 521 20 43 00	LE-Travel & Per Diem	Hotel - COB Instructor Lacey - Hingtgen	\$571.36
UBERT 0819	8/21/2019	001 008 521 20 43 00	LE-Travel & Per Diem	Hotel - DT Level 1 Instructor Lakewood Week 1 - Kilroy	\$558.69
UBERT 0819	8/21/2019	001 008 521 20 43 00	LE-Travel & Per Diem	Hotel - DT Level 1 Instructor Lakewood Week 2 - Kilroy	\$558.69
UBERT 0819	8/21/2019	001 008 521 20 43 00	LE-Travel & Per Diem	Hotel - PD Motorcycle Shelton - Aukerman	\$256.80
UBERT 0819	8/21/2019	001 008 521 20 43 01	LE-Business Meetings	Food - Aquafest	\$12.25
UBERT 0819	8/21/2019	001 008 521 20 43 01	LE-Business Meetings	Food/Supplies - Aquafest	\$146.27
UBERT 0819	8/21/2019	001 008 521 20 43 01	LE-Business Meetings	Meals - Aquafest	\$97.59
UBERT 0819	8/21/2019	001 008 521 20 43 01	LE-Business Meetings	Meals - Aquafest	\$130.77
UBERT 0819	8/21/2019	001 008 521 20 43 01	LE-Business Meetings	Parking - WSP Stakeholders Meeting	\$7.00
UBERT 0819	8/21/2019	001 008 521 30 31 00	LE-Community Outreach Supplies	Stickers for Aquafest	\$80.66
UBERT 0819	8/21/2019	001 008 521 40 49 01	LE-Registration Fees	Registration - Crimes Against Children Conf - Parnell	\$530.00
UBERT 0819	8/21/2019	001 008 521 40 49 01	LE-Registration Fees	Registration - Criminal Justice LERM Conf - Ubert	\$395.00
UBERT 0819	8/21/2019	001 008 521 40 49 01	LE-Registration Fees	Registration - SRO Conference - Irwin	\$260.00
WRIGHT 0819	8/21/2019	001 007 558 50 41 03	PL-Advertising	Survey Monkey Monthly Plan	\$40.34
WRIGHT 0819	8/21/2019	001 007 558 50 41 04	Permit Related Professional Sr	Postcard Mailers LUA2018-0202/LUA2018-0206	\$100.62

WRIGHT 0819	8/21/2019	001 007 558 50 41 04	Permit Related Professional Sr	Postcard Mailers LUA2019-0055	\$43.94
WRIGHT 0819	8/21/2019	001 007 558 50 41 04	Permit Related Professional Sr	Postcard Mailers NOA Sepa PM	\$10.30
WRIGHT 0819	8/21/2019	001 007 558 50 41 04	Permit Related Professional Sr	Postcard Mailers Public Notice Aquafest	\$256.52
WRIGHT 0819	8/21/2019	001 007 558 50 41 04	Permit Related Professional Sr	Shipping Fees - HE Packet	\$9.80
WRIGHT 0819	8/21/2019	001 007 558 50 43 00	PL-Travel & Mtgs	Food Lunch Meeting with Marketing Consultant	\$8.78
WRIGHT 0819	8/21/2019	001 007 558 50 43 00	PL-Travel & Mtgs	Food Lunch Meeting with Marketing Consultant	\$63.45
WRIGHT 0819	8/21/2019	001 007 558 50 43 00	PL-Travel & Mtgs	Parking - Snohomish County Meeting	\$4.00
WRIGHT 0819	8/21/2019	001 007 558 50 49 01	PL-Staff Development	Registration - WRPA 2019 Fall Summit - Meis	\$205.00
WRIGHT 0819	8/21/2019	001 007 558 50 49 01	PL-Staff Development	Registration - WRPA 2019 Fall Summit - Wright	\$205.00
WRIGHT 0819	8/21/2019	001 007 571 00 30 00	PL-Park & Recreation	Movie Rental for Movies in the Park 08/02/2019	\$325.00
WRIGHT 0819	8/21/2019	001 007 571 00 30 00	PL-Park & Recreation	Movie Rental for Movies in the Park 08/16/2019	\$275.00
WRIGHT 0819	8/21/2019	001 007 571 00 30 00	PL-Park & Recreation	Supplies for Aquafest City Booth	\$20.61
WRIGHT 0819	8/21/2019	001 007 571 00 30 00	PL-Park & Recreation	Supplies for Aquafest City Booth	\$23.14
WRIGHT 0819	8/21/2019	001 007 571 00 30 00	PL-Park & Recreation	Supplies for Aquafest City Booth	\$43.99
WRIGHT 0819	8/21/2019	001 007 571 00 30 00	PL-Park & Recreation	Supplies for Volunteer Project	\$49.09
WRIGHT 0819	8/21/2019	302 010 576 90 31 00	Tree Replacement Expenditures	Landscape Materials North Cove	\$128.28
WRIGHT 0819	8/21/2019	302 010 576 90 31 00	Tree Replacement Expenditures	Landscape Materials North Cove	\$389.06
					\$15,959.27

Vendor: Cadman Inc

Check Number: 48418

Invoice No	Check Date	Account Number	Account Name	Description	Amount
10108303	8/21/2019	410 016 531 10 49 00	SW-Miscellaneous	Finance Charges	\$56.35

\$56.35

Vendor: CDW Government Inc

Check Number: 48419

Invoice No	Check Date	Account Number	Account Name	Description	Amount
THJ3574	8/21/2019	510 006 518 80 49 18	LR - Microsoft Enterprise Agmt	Microsoft EA PROJONLN	\$219.55
TJZ0094	8/21/2019	001 006 518 80 31 00	IT-Office Supplies	Surface Pro & Cover/Dock/Adapter	\$1,702.78

\$1,922.33

Vendor: Central Welding Supply

Check Number: 48420

Invoice No	Check Date	Account Number	Account Name	Description	Amount
EV270334	8/21/2019	410 016 531 10 31 02	SW-Operating Costs	Argon Gas	\$139.36
RN07190999	8/21/2019	101 016 544 90 31 02	ST-Operating Cost	Argon Gas	\$9.03
RN07190999	8/21/2019	410 016 531 10 31 02	SW-Operating Costs	Argon Gas	\$9.03

\$157.42

Vendor: CHS Engineers LLC

Check Number: 48421

Invoice No	Check Date	Account Number	Account Name	Description	Amount
371913-1907	8/21/2019	001 007 558 50 41 04	Permit Related Professional Sr	Final PLAT Review - LUA2019-0097 Talon Ridge	\$326.66
371914-1908	8/21/2019	001 007 558 50 41 04	Permit Related Professional Sr	Short PLAT Review - Voloshin	\$561.06

\$887.72

Vendor: City of Everett

Check Number: 48422

Invoice No	Check Date	Account Number	Account Name	Description	Amount
I19002401	8/21/2019	001 008 554 30 41 00	LE - Animal Control	Animal Control Services June 2019	\$1,560.00

\$1,560.00

Vendor: City of Marysville

Check Number: 48423

Invoice No	Check Date	Account Number	Account Name	Description	Amount
LKS19-13	8/21/2019	001 013 512 50 41 00	GG-Municipal Court Fees	Marysville Court Citations July 2019	\$23,294.28
POLIN 19-0080	8/21/2019	001 008 523 60 41 00	LE-Jail	Prisoner Medical SCSO June 2019	\$4.17
POLIN 19-0082	8/21/2019	001 008 523 60 41 00	LE-Jail	Prisoner Housing/Medical Yakima July 2019	\$994.87
POLIN 19-0083	8/21/2019	001 008 523 60 41 00	LE-Jail	Prisoner Housing Marysville July 2019	\$7,794.81
					\$32,088.13

Vendor: City of Marysville Parks Culture & Rec

Check Number: 48424

Invoice No	Check Date	Account Number	Account Name	Description	Amount
0819 MARYSVILLE	8/21/2019	001 007 571 00 30 00	PL-Park & Recreation	Movies in the Park 08/02/2019 and 08/16/2019	\$1,200.00
					\$1,200.00

Vendor: Coast Gateway LLC

Check Number: 48425

Invoice No	Check Date	Account Number	Account Name	Description	Amount
542628	8/21/2019	001 008 521 20 43 00	LE-Travel & Per Diem	Hotel - Training - A Anderson	\$204.08
					\$204.08

Vendor: Code Publishing Co Inc

Check Number: 48426

Invoice No	Check Date	Account Number	Account Name	Description	Amount
64396	8/21/2019	001 003 514 20 41 00	CC-Professional Services	Muni Code Update Ordinances 1061/1062/1063	\$652.26
					\$652.26

Vendor: Columbia Ridge Landfill

Check Number: 48427

Invoice No	Check Date	Account Number	Account Name	Description	Amount
0050519-2588-0	8/21/2019	302 010 594 76 61 01	PM - North Cove Capital	Debris Removal - Williams Property	\$2,990.00
					\$2,990.00

Vendor: Comcast

Check Number: 48428

Invoice No	Check Date	Account Number	Account Name	Description	Amount
0719 COMCAST	8/21/2019	001 008 521 20 42 00	LE-Communication	Internet Services - Market Place	\$106.19
0719 COMCAST	8/21/2019	001 008 521 20 42 00	LE-Communication	Internet Services - N Lakeshore Dr	\$86.19
0719 COMCAST	8/21/2019	001 010 576 80 42 00	PK-Communication	Internet Services - Parks/Rec Office	\$136.19
0719 COMCAST	8/21/2019	101 016 542 64 47 00	ST-Traffic Control -Utility	Traffic Signal Control	\$153.37
					\$481.94

Vendor: Comdata Inc

Check Number: 48429

Invoice No	Check Date	Account Number	Account Name	Description	Amount
20316767	8/21/2019	001 008 521 20 32 00	LE-Fuel	PD Fuel - July 2019	\$863.08
20316767	8/21/2019	001 008 521 21 32 00	LE-Boating-Fuel	Boating Fuel - July 2019	\$564.78
					\$1,427.86

Vendor: Compulink Management Center Inc

Check Number: 48430

Invoice No	Check Date	Account Number	Account Name	Description	Amount
144500	8/21/2019	510 006 518 80 49 06	LR - Laserfiche	Laserfiche Annual Support 10/29/2019 - 10/28/2020	\$17,002.56

Vendor: Cory De Jong and Sons Inc

Check Number: 48431

Invoice No	Check Date	Account Number	Account Name	Description	Amount
U280481	8/21/2019	001 010 576 80 31 00	PK-Operating Costs	Soil	\$77.66
U281806	8/21/2019	001 010 576 80 31 00	PK-Operating Costs	Mulch	\$103.82
U281834	8/21/2019	001 010 576 80 31 00	PK-Operating Costs	Mulch	\$173.04
U281836	8/21/2019	001 010 576 80 31 00	PK-Operating Costs	Mulch	\$103.82
					\$458.34

Vendor: Cross Match Technologies Inc

Check Number: 48432

Invoice No	Check Date	Account Number	Account Name	Description	Amount
12983	8/21/2019	001 008 521 20 41 01	LE-Professional Serv-Fixed	CMT Annual Support/Maintenance	\$938.27
					\$938.27

Vendor: Crystal Springs

Check Number: 48433

Invoice No	Check Date	Account Number	Account Name	Description	Amount
16015194 07202019	8/21/2019	001 008 521 50 30 00	LE-Facilities Supplies	Bottled Water - Police Department	\$163.69
5249844 080119	8/21/2019	001 007 558 50 31 01	PL-Operating Costs	Bottled Water - City Hall/City Shop	\$102.61
5249844 080119	8/21/2019	001 007 559 30 31 01	PB-Operating Cost	Bottled Water - City Hall/City Shop	\$73.36
5249844 080119	8/21/2019	001 013 518 20 31 00	GG-Operating Costs	Bottled Water - City Hall/City Shop	\$73.36
5249844 080119	8/21/2019	101 016 544 90 31 02	ST-Operating Cost	Bottled Water - City Hall/City Shop	\$159.26
5249844 080119	8/21/2019	410 016 531 10 31 02	SW-Operating Costs	Bottled Water - City Hall/City Shop	\$159.26
					\$731.54

Vendor: Daily Journal of Commerce Inc

Check Number: 48434

Invoice No	Check Date	Account Number	Account Name	Description	Amount
3350390	8/21/2019	304 016 595 30 60 04	Frontier Village/4th Project	Advertisement Frontier Village Access Improvement	\$596.40
					\$596.40

Vendor: Dataquest LLC

Check Number: 48435

Invoice No	Check Date	Account Number	Account Name	Description	Amount
9559	8/21/2019	001 007 558 50 41 00	PL-Professional Servic	Background Checks - Solicitor Licenses	\$413.00
					\$413.00

Vendor: Dept of Licensing

Check Number: 48436

Invoice No	Check Date	Account Number	Account Name	Description	Amount
0819 LEBLANC	8/21/2019	001 008 521 20 41 00	LE-Professional Services	Notary Application Fees - LeBlanc	\$30.00
					\$30.00

Vendor: Dept of Licensing

Check Number: 48437

Invoice No	Check Date	Account Number	Account Name	Description	Amount
0819 STARKENBURG	8/21/2019	001 008 521 20 41 00	LE-Professional Services	Notary Application Fees - Starkenburg	\$30.00
					\$30.00

Vendor: Dept of Retirement (Deferred Comp)

Check Number: 0

Invoice No	Check Date	Account Number	Account Name	Description	Amount
080919	8/13/2019	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
080919	8/13/2019	001 000 282 00 00 00	Payroll Liability Retirement	PERS LEOFF Contributions	\$57,789.43
					\$57,789.43

Vendor: Dept of Revenue EFT

Check Number: 0

Invoice No	Check Date	Account Number	Account Name	Description	Amount
081919 DOR	8/21/2019	001 013 518 90 49 06	GG-Excise Tax	Excise Taxes July 2019	\$94.28
081919 DOR	8/21/2019	410 016 531 10 44 00	SW-Excise Taxes	Excise Taxes July 2019	\$54.78
					\$149.06

Vendor: Diamante Cleaning Experts LLC

Check Number: 48438

Invoice No	Check Date	Account Number	Account Name	Description	Amount
13	8/21/2019	001 007 558 50 41 00	PL-Professional Servic	Janitorial Services - City Hall	\$65.00
13	8/21/2019	001 007 559 30 41 00	PB-Professional Srv	Janitorial Services - City Hall	\$65.00
13	8/21/2019	001 008 521 20 41 00	LE-Professional Services	Janitorial Services - Police Department	\$390.00
13	8/21/2019	001 010 576 80 41 00	PK-Professional Services	Janitorial Services - City Hall	\$65.00
13	8/21/2019	001 013 518 20 41 00	GG-Professional Service	Janitorial Services - City Hall	\$65.00
13	8/21/2019	001 013 518 20 41 00	GG-Professional Service	Janitorial Services - VIC	\$98.00
13	8/21/2019	101 016 542 30 41 02	ST-Professional Service	Janitorial Services - City Hall	\$65.00
13	8/21/2019	410 016 531 10 41 01	SW-Professional Services	Janitorial Services - City Hall	\$65.00
					\$878.00

Vendor: Dicks Towing Inc

Check Number: 48439

Invoice No	Check Date	Account Number	Account Name	Description	Amount
3370	8/21/2019	001 008 521 20 41 00	LE-Professional Services	Evidence Towing 2019-15702	\$126.27
					\$126.27

Vendor: Dunlap Industrial Hardware

Check Number: 48440

Invoice No	Check Date	Account Number	Account Name	Description	Amount
301247-1	8/21/2019	305 010 594 76 60 00	North Cove Park Cap-Local	Punch Press/Wooden Blocks/Wire Reel - North Cove	\$1,015.66
					\$1,015.66

Vendor: EFTPS

Check Number: 0

Invoice No	Check Date	Account Number	Account Name	Description	Amount
080919	8/13/2019	001 000 281 00 00 00	Payroll Liability Taxes	Federal Payroll Taxes	\$87,894.51
					\$87,894.51

Vendor: Electronic Business Machines

Check Number: 48441

Invoice No	Check Date	Account Number	Account Name	Description	Amount
AR141820	8/21/2019	101 016 542 30 48 00	ST-Repair & Maintenance	Copier Maintenance PW	\$6.95
AR141820	8/21/2019	410 016 531 10 48 00	SW-Repairs & Maintenance	Copier Maintenance PW	\$6.95
					\$13.90

Vendor: Employment Security Department

Check Number: 48442

Invoice No	Check Date	Account Number	Account Name	Description	Amount
Q1Q2 PFML	8/21/2019	001 000 284 00 00 00	Payroll Liability Other	Q1/Q2 2019 Paid Family Medical Leave	\$13,303.08

Q1Q2 PFML	8/21/2019	001 013 518 30 20 00	GG-Benefits	Q1/Q2 2019 Paid Family Medical Leave	\$0.18
					\$13,303.26

Vendor: Everett Stamp Works

Check Number: 48443

Invoice No	Check Date	Account Number	Account Name	Description	Amount
27558	8/21/2019	001 005 518 10 31 00	HR-Office Supplies	Name Plate - J Good	\$22.46
27558	8/21/2019	001 007 558 50 31 00	PL-Office Supplies	Name Plate - D Roth	\$19.52
27558	8/21/2019	001 013 518 20 31 00	GG-Operating Costs	Name Plates - Arts Comm/Veterans Comm	\$104.52

\$146.50

Vendor: Everett Steel Inc

Check Number: 48444

Invoice No	Check Date	Account Number	Account Name	Description	Amount
267557	8/21/2019	410 016 531 10 48 00	SW-Repairs & Maintenance	Sheet Pickled & Oiled	\$50.23

\$50.23

Vendor: Ewing Irrigation Products Inc

Check Number: 48445

Invoice No	Check Date	Account Number	Account Name	Description	Amount
7966902	8/21/2019	304 010 594 76 60 03	Park Redevelopment - Capital	Irrigation Supplies for 20th St Soccer Fields	\$7,260.90
8061614	8/21/2019	302 010 594 76 61 03	PM - Soccer Field 20th Street	Bushings/Swing Risers/Valves	\$330.90
8071119	8/21/2019	302 010 594 76 61 03	PM - Soccer Field 20th Street	Credit Valves	(\$272.42)
8071120	8/21/2019	302 010 594 76 61 03	PM - Soccer Field 20th Street	PVC Bushings/Adaptors	\$265.97
8080424	8/21/2019	302 010 594 76 61 03	PM - Soccer Field 20th Street	PVC Tees/Valve Boxes/Assembly	\$811.39
8080425	8/21/2019	302 010 594 76 61 03	PM - Soccer Field 20th Street	Jumbo Valve Box Lids	\$147.58

\$8,544.32

Vendor: Fastenal Company

Check Number: 48446

Invoice No	Check Date	Account Number	Account Name	Description	Amount
WAARN131980	8/21/2019	101 016 544 90 31 02	ST-Operating Cost	Coupling Nuts	\$8.36

\$8.36

Vendor: FBI - LEEDA

Check Number: 48447

Invoice No	Check Date	Account Number	Account Name	Description	Amount
200033255	8/21/2019	001 008 521 40 49 01	LE-Registration Fees	Registration - Distance Learning Adv Liability - Miner	\$350.00

\$350.00

Vendor: Feldman and Lee

Check Number: 48448

Invoice No	Check Date	Account Number	Account Name	Description	Amount
070119 FELDMAN	8/21/2019	001 011 515 91 41 00	LG-General Indigent Defense	Public Defender Services July 2019	\$10,000.00

\$10,000.00

Vendor: Frontier

Check Number: 48449

Invoice No	Check Date	Account Number	Account Name	Description	Amount
0819 FRONTIER	8/21/2019	001 012 575 30 42 00	CS-Historical-Communications	Telephone Services Museum	\$214.62
0819 FRONTIER	8/21/2019	001 013 518 20 42 00	GG-Communication	Fax Services City Hall	\$30.13
0819 FRONTIER	8/21/2019	101 016 542 64 47 00	ST-Traffic Control -Utility	Traffic Control Modem	\$62.23
0819 FRONTIER	8/21/2019	101 016 543 30 42 00	ST-Communications	Fax Services City Hall	\$30.13
0819 FRONTIER	8/21/2019	410 016 531 10 42 00	SW-Communications	Fax Services City Hall	\$30.13

\$367.24

Vendor: Gardner

Check Number: 48450

Invoice No	Check Date	Account Number	Account Name	Description	Amount
731	8/21/2019	001 008 521 20 48 00	LE-Repair & Maintenance Equip	Removal of Police Equipment from Dodge Charger	\$217.00
					\$217.00

Vendor: Gassaway

Check Number: 48451

Invoice No	Check Date	Account Number	Account Name	Description	Amount
081319 GASSAWAY	8/21/2019	001 007 558 50 32 00	PL-Fuel	Reimburse - Gas for City Vehicle	\$50.17
					\$50.17

Vendor: Glens Welding and Machine Inc

Check Number: 48452

Invoice No	Check Date	Account Number	Account Name	Description	Amount
S12683	8/21/2019	101 016 544 90 31 02	ST-Operating Cost	Plugs/Air Filters	\$8.98
S12683	8/21/2019	410 016 531 10 31 02	SW-Operating Costs	Plugs/Air Filters	\$8.98
S12808	8/21/2019	101 016 544 90 31 02	ST-Operating Cost	Nuts	\$21.91
					\$39.87

Vendor: Government Computer Sales

Check Number: 48453

Invoice No	Check Date	Account Number	Account Name	Description	Amount
88890	8/21/2019	510 006 518 80 49 02	LR - Quest Kace Patch Mgmt	Quest KACE System Management License Addtl	\$741.20
					\$741.20

Vendor: Grainger

Check Number: 48454

Invoice No	Check Date	Account Number	Account Name	Description	Amount
9251932274	8/21/2019	410 016 531 10 31 01	SW-Office Supplies	Liquid Bandage	\$17.28
9262727960	8/21/2019	101 015 543 30 31 00	ME - Operating Costs	First Aid Kit/Switchboard Mat	\$208.98

Vendor: Grange Supply Inc

Check Number: 48455

Invoice No	Check Date	Account Number	Account Name	Description	Amount
618839-4	8/21/2019	101 016 544 90 31 02	ST-Operating Cost	Propane	\$19.35
618920/4	8/21/2019	101 016 544 90 31 02	ST-Operating Cost	Propane	\$67.44

Vendor: Granite Construction Supply

Check Number: 48456

Invoice No	Check Date	Account Number	Account Name	Description	Amount
262_00077629	8/21/2019	101 016 544 90 31 02	ST-Operating Cost	Signs No Parking/Adopt A Park/Water Ski Club	\$287.68
262_00077766	8/21/2019	101 016 544 90 31 02	ST-Operating Cost	Barricades	\$1,026.63

\$1,314.31

Vendor: Greenshields Industrial Supply Inc

Check Number: 48457

Invoice No	Check Date	Account Number	Account Name	Description	Amount
1-82419	8/21/2019	309 016 595 61 63 01	Sidewalk Construction	Wrenches/Pliers/Tape Measures/Brooms/Screwdrivers	\$1,700.37

\$1,700.37

Vendor: Griffen

Check Number: 48458

Invoice No	Check Date	Account Number	Account Name	Description	Amount
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8Z0708995	8/21/2019	001 011 515 91 41 00	LG-General Indigent Defense	Public Defender Services	\$300.00
					\$300.00

Vendor: Harbor Freight Tools

Check Number: 48459

Invoice No	Check Date	Account Number	Account Name	Description	Amount
891951	8/21/2019	309 016 595 61 63 01	Sidewalk Construction	HD Portable Equip Kit/Roller Seat/Hammers/Drill Set	\$394.03
					\$394.03

Vendor: HB Jaeger Co LLC

Check Number: 48460

Invoice No	Check Date	Account Number	Account Name	Description	Amount
17913025021	8/21/2019	305 010 594 76 60 00	North Cove Park Cap-Local	Wrenches/Adapters	\$361.42
17913025022	8/21/2019	001 010 576 80 31 00	PK-Operating Costs	PRV 600XLHLR	\$729.65
17913026227	8/21/2019	001 010 576 80 31 00	PK-Operating Costs	Poly Pipe	\$182.37
17913027322	8/21/2019	001 010 576 80 31 00	PK-Operating Costs	Nonwoven Fabric	\$97.56
17913027512	8/21/2019	001 010 576 80 31 00	PK-Operating Costs	PVC Cement	\$299.69
17913028321	8/21/2019	302 010 594 76 61 03	PM - Soccer Field 20th Street	Adapters/Couplings/PVC Pipes/Bushings	\$1,116.35
17915001745	8/21/2019	101 016 544 90 31 02	ST-Operating Cost	Credit Brass Couplings	(\$27.95)
17915001745	8/21/2019	410 016 531 10 31 02	SW-Operating Costs	Credit Brass Couplings	(\$27.96)
					\$2,731.13

Vendor: HERC Rentals Inc

Check Number: 48461

Invoice No	Check Date	Account Number	Account Name	Description	Amount
30614363-005	8/21/2019	410 016 531 10 45 01	SW-Rentals-Leases	Scissor Lift Rental	\$403.30
99999999013	8/21/2019	101 016 544 90 31 02	ST-Operating Cost	Herc Rental Finance Charge	\$4.36
					\$407.66

Vendor: Honey Bucket

Check Number: 48462

Invoice No	Check Date	Account Number	Account Name	Description	Amount
0551168382	8/21/2019	305 010 594 76 60 00	North Cove Park Cap-Local	Fencing for North Cove Park Project	\$359.70
0551185161	8/21/2019	001 010 576 80 45 00	PK-Equipment Rental	Honey Bucket Rental - Community Garden	\$117.50
					\$477.20

Vendor: HRA VEBA Trust YA20192

Check Number: 48393

Invoice No	Check Date	Account Number	Account Name	Description	Amount
080919	8/13/2019	001 000 283 00 00 00	Payroll Liability Medical	Employee VEBA Contributions	\$743.24
					\$743.24

Vendor: HSA Bank

Check Number: 48394

Invoice No	Check Date	Account Number	Account Name	Description	Amount
080919	8/13/2019	001 000 284 00 00 00	Payroll Liability Other	Health Savings Account Employee Contributions	\$660.99
					\$660.99

Vendor: HW Lochner Inc

Check Number: 48463

Invoice No	Check Date	Account Number	Account Name	Description	Amount
21	8/21/2019	301 016 544 40 41 02	T11 - 24th & 91st Ext Design	24th Street SE Extension Consulting	\$24,972.74
					\$24,972.74

Vendor: Industrial Bolt & Supply Inc

Check Number: 48464

Invoice No	Check Date	Account Number	Account Name	Description	Amount
707601-1	8/21/2019	001 010 576 80 31 00	PK-Operating Costs	Cable Ties/Coupler Blow Fun/Hose Shield	\$451.90
708728-1	8/21/2019	410 016 531 10 31 02	SW-Operating Costs	Electrical Tape/Cleaner Bottle/Hand Cleanser	\$269.12
					\$721.02

Vendor: Iron Mountain Quarry LLC

Check Number: 48465

Invoice No	Check Date	Account Number	Account Name	Description	Amount
0291368	8/21/2019	410 016 531 10 31 02	SW-Operating Costs	Rock	\$276.29
0291558	8/21/2019	410 016 531 10 31 02	SW-Operating Costs	Washed Chips	\$664.10
0291611	8/21/2019	410 016 531 10 31 02	SW-Operating Costs	Washed Chips	\$2,548.90
0291665	8/21/2019	410 016 531 10 31 02	SW-Operating Costs	Washed Chips	\$2,249.51
0291757	8/21/2019	309 016 595 61 63 01	Sidewalk Construction	Rock	\$313.56
					\$6,052.36

Vendor: Irwin

Check Number: 48466

Invoice No	Check Date	Account Number	Account Name	Description	Amount
091019 IRWIN	8/21/2019	001 008 521 20 43 00	LE-Travel & Per Diem	PerDiem - Meals Taser Recert/Snohomish - Irwin	\$20.00
					\$20.00

Vendor: J Thayer Company Inc

Check Number: 48467

Invoice No	Check Date	Account Number	Account Name	Description	Amount
1377428-0	8/21/2019	001 007 558 50 31 00	PL-Office Supplies	Ink	\$81.74
1377428-0	8/21/2019	001 013 518 20 31 00	GG-Operating Costs	Stamp Ink/Binder Clips	\$13.91
1377428-1	8/21/2019	001 004 514 23 31 00	FI-Office Supplies	Wall Hooks	\$7.89
1378881-0	8/21/2019	001 007 558 50 31 00	PL-Office Supplies	Ink/Folders	\$170.55
1378881-0	8/21/2019	001 013 518 20 31 00	GG-Operating Costs	Letter Opener/Fan	\$13.81
1378969-0	8/21/2019	001 008 521 20 31 00	LE-Office Supplies	Markers/Highlighters/Envelopes/Tray	\$109.27
1379591-0	8/21/2019	001 013 518 20 31 00	GG-Operating Costs	Detergent/Ink/Table Fan	\$237.76
1381606-0	8/21/2019	001 010 576 80 31 00	PK-Operating Costs	Toilet Paper - Parks	\$365.04
1381633-0	8/21/2019	001 008 521 20 31 00	LE-Office Supplies	Paper/Toner/Flags	\$934.56
1382769-0	8/21/2019	001 007 558 50 31 00	PL-Office Supplies	Index Tabs	\$18.64
1382769-0	8/21/2019	001 013 518 20 31 00	GG-Operating Costs	Janitorial Supplies/Files/Batteries/Appt Book	\$98.28
1382769-0	8/21/2019	101 016 544 90 31 01	ST-Office Supplies	Wall File	\$3.77
1382769-0	8/21/2019	410 016 531 10 31 01	SW-Office Supplies	Wall File	\$3.77
C1373561-0	8/21/2019	001 007 559 30 31 00	PB-Office Supplies	Credit Wall File	(\$11.27)
					\$2,047.72

Vendor: Keystone

Check Number: 48468

Invoice No	Check Date	Account Number	Account Name	Description	Amount
081919 KEYSTONE	8/21/2019	003 007 558 50 41 00	Developer Reimbursement	LUA2019-0097 Developer Refund	\$873.34
					\$873.34

Vendor: Kidder Mathews Inc

Check Number: 48469

Invoice No	Check Date	Account Number	Account Name	Description	Amount
22417	8/21/2019	001 007 558 50 41 00	PL-Professional Servic	Appraisal Services Ridgeline Property	\$3,500.00
					\$3,500.00

Vendor: Lake Industries LLC

Check Number: 48470

Invoice No	Check Date	Account Number	Account Name	Description	Amount
280914	8/21/2019	305 010 594 76 60 00	North Cove Park Cap-Local	Screened Bank Sand Picked Up	\$99.19
37340	8/21/2019	305 010 594 76 60 00	North Cove Park Cap-Local	Fill Hauled In - North Cove	\$600.00
37369	8/21/2019	410 016 531 10 31 02	SW-Operating Costs	Fill Hauled In	\$50.00
37382	8/21/2019	305 010 594 76 60 00	North Cove Park Cap-Local	Fill Hauled In - North Cove	\$1,930.00
37391	8/21/2019	302 010 594 76 61 01	PM - North Cove Capital	Fill Hauled In - Williams Property	\$2,040.00
					\$4,719.19

Vendor: Lake Stevens Police Guild

Check Number: 48395

Invoice No	Check Date	Account Number	Account Name	Description	Amount
080919	8/13/2019	001 000 284 00 00 00	Payroll Liability Other	Employee Paid Union Dues	\$1,121.00
					\$1,121.00

Vendor: Lake Stevens School District

Check Number: 48471

Invoice No	Check Date	Account Number	Account Name	Description	Amount
0018190195	8/21/2019	001 007 558 50 32 00	PL-Fuel	Fuel	\$8.44
0018190195	8/21/2019	001 007 559 30 32 00	PB-Fuel	Fuel	\$161.43
0018190195	8/21/2019	001 008 521 20 32 00	LE-Fuel	Fuel	\$5,933.73
0018190195	8/21/2019	001 013 518 20 32 00	GG-Fuel	Fuel	\$8.44
0018190195	8/21/2019	101 016 542 30 32 00	ST-Fuel	Fuel	\$2,226.21
0018190195	8/21/2019	410 016 531 10 32 00	SW-Fuel	Fuel	\$2,133.04
					\$10,471.29

Vendor: Lake Stevens Sewer District

Check Number: 48472

Invoice No	Check Date	Account Number	Account Name	Description	Amount
080119 LSSD	8/21/2019	001 008 521 50 47 00	LE-Facility Utilities	Sewer - N Lakeshore Dr	\$86.00
080119 LSSD	8/21/2019	001 008 521 50 47 00	LE-Facility Utilities	Sewer - Police Station	\$86.00
080119 LSSD	8/21/2019	001 010 576 80 47 00	PK-Utilities	Sewer - Boat Launch Restrooms	\$87.00
080119 LSSD	8/21/2019	001 010 576 80 47 00	PK-Utilities	Sewer - Lundeen Park	\$172.00
080119 LSSD	8/21/2019	001 012 572 20 47 00	CS-Library-Utilities	Sewer - Library	\$86.00
080119 LSSD	8/21/2019	001 013 518 20 47 00	GG-Utilities	Sewer - City Hall	\$86.00
080119 LSSD	8/21/2019	001 013 518 20 47 00	GG-Utilities	Sewer - Vacant Houses 20th St SE	\$86.00
080119 LSSD	8/21/2019	001 013 518 20 47 02	GG - Utilities for Rentals	Sewer - Butler Property	\$86.00
20190808	8/21/2019	305 013 594 57 60 01	Pavillion - Grant Exp	Uncapping Permit 1812 Main Street	\$125.00
					\$900.00

Vendor: Lakeside Industries Inc

Check Number: 48473

Invoice No	Check Date	Account Number	Account Name	Description	Amount
94942	8/21/2019	101 016 544 90 31 02	ST-Operating Cost	EZ Street Pallet	\$933.04
					\$933.04

Vendor: Land Development Consultants Inc

Check Number: 48474

Invoice No	Check Date	Account Number	Account Name	Description	Amount
19057	8/21/2019	305 010 594 76 60 00	North Cove Park Cap-Local	North Cove Park Plaza Design	\$15,768.49
19073	8/21/2019	305 010 594 76 60 00	North Cove Park Cap-Local	Lake Stevens Festival St Boundary Control	\$4,590.65
					\$20,359.14

Vendor: Last Leaf Productions

Check Number: 48402

Invoice No	Check Date	Account Number	Account Name	Description	Amount
081619 LASTLEAF	8/16/2019	001 007 571 00 30 00	PL-Park & Recreation	Shakespeare inthe Park 2019	\$850.00
					\$850.00

Vendor: Lemay Mobile Shredding

Check Number: 48475

Invoice No	Check Date	Account Number	Account Name	Description	Amount
4622892	8/21/2019	001 008 521 20 41 01	LE-Professional Serv-Fixed	Shredding Services PD July 2019	\$17.26
					\$17.26

Vendor: Les Schwab Tire Center

Check Number: 48476

Invoice No	Check Date	Account Number	Account Name	Description	Amount
40200454558	8/21/2019	410 016 531 10 48 00	SW-Repairs & Maintenance	Flat Repair PW19	\$38.16
40200454583	8/21/2019	410 016 531 10 48 00	SW-Repairs & Maintenance	Flat Repair Sweeper	\$47.97
40200460735	8/21/2019	001 010 576 80 48 00	PK-Repair & Maintenance	Flat Tire Repair	\$10.89
					\$97.02

Vendor: LN Curtis & Sons

Check Number: 48477

Invoice No	Check Date	Account Number	Account Name	Description	Amount
INV301536	8/21/2019	001 008 521 20 31 01	LE-Fixed Minor Equipment	Ballistic Panel/Concealable Carrier/Trauma Plate	\$3,806.55
					\$3,806.55

Vendor: Louis F Matheson Construction Inc

Check Number: 48478

Invoice No	Check Date	Account Number	Account Name	Description	Amount
34217	8/21/2019	410 016 531 10 31 02	SW-Operating Costs	Topsoil	\$107.91
94884	8/21/2019	001 010 576 80 31 00	PK-Operating Costs	Topsoil	\$194.04
					\$301.95

Vendor: Lowes Companies

Check Number: 48479

Invoice No	Check Date	Account Number	Account Name	Description	Amount
914547	8/21/2019	001 010 576 80 31 00	PK-Operating Costs	Plants	\$77.47
920070	8/21/2019	101 016 544 90 31 02	ST-Operating Cost	Tape/Pipes/Tubing/Caliper Tri	\$233.48
920759	8/21/2019	001 010 576 80 31 00	PK-Operating Costs	Hex Keys Set/Pipe/Sigma RGD	\$23.96
					\$334.91

Vendor: Marin Consulting Associates

Check Number: 48480

Invoice No	Check Date	Account Number	Account Name	Description	Amount
081419 MARIN	8/21/2019	001 008 521 40 49 01	LE-Registration Fees	Registration - Leadership Training - Barnes	\$250.00
					\$250.00

Vendor: Method Barricade & Construction Supply LLC

Check Number: 48481

Invoice No	Check Date	Account Number	Account Name	Description	Amount
12231	8/21/2019	101 016 542 70 31 01	Citywide Beautification Implem	Stop Signs	\$2,178.96
12238	8/21/2019	001 007 571 00 30 00	PL-Park & Recreation	Music By the Lake Banner	\$232.60
12283	8/21/2019	101 016 542 70 31 01	Citywide Beautification Implem	Perforated Square Sign Posts/Anchors/Stop Signs	\$3,302.70
12284	8/21/2019	101 016 544 90 31 02	ST-Operating Cost	Perforated Square Sign Posts/Brackets/Bolts	\$3,201.33
12293	8/21/2019	101 016 544 90 31 02	ST-Operating Cost	Perforated Square Sign Post	\$1,294.38

\$10,209.97

Vendor: Michael

Check Number: 48482

Invoice No	Check Date	Account Number	Account Name	Description	Amount
080119 MICHAEL	8/21/2019	001 008 521 20 31 07	LE-Donation Canine Unit	Reimburse - Dog Food/Toys/Rewards - Michael	\$272.22
					\$272.22

Vendor: Miner

Check Number: 48483

Invoice No	Check Date	Account Number	Account Name	Description	Amount
090919 MINER	8/21/2019	001 008 521 20 43 00	LE-Travel & Per Diem	PerDiem - Meals FBI LEEDA Marysville - Miner	\$100.00
					\$100.00

Vendor: Monroe Correctional Complex

Check Number: 48484

Invoice No	Check Date	Account Number	Account Name	Description	Amount
MCC1907.1059	8/21/2019	001 010 576 80 48 00	PK-Repair & Maintenance	DOC Work Crew - July 2019	\$51.25
MCC1907.1059	8/21/2019	101 016 542 30 48 00	ST-Repair & Maintenance	DOC Work Crew - July 2019	\$387.72
MCC1907.1059	8/21/2019	410 016 531 10 48 00	SW-Repairs & Maintenance	DOC Work Crew - July 2019	\$135.39
					\$574.36

Vendor: Nationwide Retirement Solution

Check Number: 0

Invoice No	Check Date	Account Number	Account Name	Description	Amount
080919	8/13/2019	001 000 282 00 00 00	Payroll Liability Retirement	Employee Portion-Nationwide	\$4,036.67
					\$4,036.67

Vendor: New York Life

Check Number: 48396

Invoice No	Check Date	Account Number	Account Name	Description	Amount
080919	8/13/2019	001 000 284 00 00 00	Payroll Liability Other	Whole Life Insurance Premiums	\$296.00
					\$296.00

Vendor: New York Life EFT

Check Number: 0

Invoice No	Check Date	Account Number	Account Name	Description	Amount
080919	8/13/2019	001 002 513 11 20 00	AD-Benefits	Life/Disability Ins Premiums	\$52.99
080919	8/13/2019	001 003 514 20 20 00	CC-Benefits	Life/Disability Ins Premiums	\$51.35
080919	8/13/2019	001 004 514 23 20 00	FI-Benefits	Life/Disability Ins Premiums	\$172.85
080919	8/13/2019	001 005 518 10 20 00	HR-Benefits	Life/Disability Ins Premiums	\$84.68
080919	8/13/2019	001 006 518 80 20 00	IT-Benefits	Life/Disability Ins Premiums	\$83.90
080919	8/13/2019	001 007 558 50 20 00	PL-Benefits	Life/Disability Ins Premiums	\$282.78
080919	8/13/2019	001 007 559 30 20 00	PB-Benefits	Life/Disability Ins Premiums	\$103.00
080919	8/13/2019	001 008 521 20 20 00	LE-Benefits	Life/Disability Ins Premiums	\$1,444.81
080919	8/13/2019	001 010 576 80 20 00	PK-Benefits	Life/Disability Ins Premiums	\$197.83
080919	8/13/2019	001 013 518 30 20 00	GG-Benefits	Life/Disability Ins Premiums	\$149.17
080919	8/13/2019	101 016 542 30 20 00	ST-Benefits	Life/Disability Ins Premiums	\$458.05
080919	8/13/2019	410 016 531 10 20 00	SW-Benefits	Life/Disability Ins Premiums	\$462.44
					\$3,543.85

Vendor: O Reilly Auto Parts

Check Number: 48485

Invoice No	Check Date	Account Number	Account Name	Description	Amount
2960-127617	8/21/2019	101 016 544 90 31 02	ST-Operating Cost	Cables/Relay Switch	\$98.62

2960-127896	8/21/2019	101 016 544 90 31 02	ST-Operating Cost	Cable Mounts PW75	\$9.50
2960-128003	8/21/2019	101 016 544 90 31 02	ST-Operating Cost	Mini Lamps/Capsules	\$29.09
2960-128081	8/21/2019	101 016 544 90 31 02	ST-Operating Cost	Wire Clips	\$23.98
2960-128104	8/21/2019	101 016 544 90 31 02	ST-Operating Cost	Hitch Ball PW33	\$15.25
2960-128416	8/21/2019	101 016 544 90 31 02	ST-Operating Cost	Bed Mat PW75	\$140.47
2960-129215	8/21/2019	101 016 544 90 31 02	ST-Operating Cost	Fuel Filter PW70	\$7.30
2960-129304	8/21/2019	101 016 544 90 31 02	ST-Operating Cost	Grease for Equipment	\$130.58
2960-132364	8/21/2019	001 010 576 80 31 00	PK-Operating Costs	Grease Gun PW30/PW66/PW26	\$176.55
2960-132370	8/21/2019	001 010 576 80 31 00	PK-Operating Costs	Spray on Bed Liner Kit PW75	\$146.13
2960-132550	8/21/2019	101 016 544 90 31 02	ST-Operating Cost	Spray Paint	\$22.87
2960-132576	8/21/2019	410 016 531 10 31 02	SW-Operating Costs	Diesel Exhaust Fluid PW65/PW50/PW66/PW67	\$91.49
2960-133085	8/21/2019	410 016 531 10 31 02	SW-Operating Costs	Bushing PW75	\$21.79
					\$913.62

Vendor: Ogden Murphy Wallace PLLC

Check Number: 48486

Invoice No	Check Date	Account Number	Account Name	Description	Amount
826518	8/21/2019	001 011 515 41 41 00	Ext Consultation - City Atty	Legal Services June 2019	\$22,259.15
826518	8/21/2019	001 011 515 41 41 01	Ext Consult - PRA	Legal Services Public Records June 2019	\$630.00
826518	8/21/2019	401 070 535 10 41 00	SE-Professional Service	Legal Services June 2019	\$4,042.50

\$26,931.65

Vendor: Outcomes by Levy LLC

Check Number: 48397

Invoice No	Check Date	Account Number	Account Name	Description	Amount
2019-07-LS	8/13/2019	001 013 511 70 40 00	Lobbying Services	Legislative/Regulatory Consulting for July 2019	\$4,644.38

\$4,644.38

Vendor: Outcomes by Levy LLC

Check Number: 48487

Invoice No	Check Date	Account Number	Account Name	Description	Amount
2019-06-LS	8/21/2019	001 013 511 70 40 00	Lobbying Services	Legislative/Regulatory Consulting June 2019	\$4,500.00

\$4,500.00

Vendor: Owen Equipment Company

Check Number: 48488

Invoice No	Check Date	Account Number	Account Name	Description	Amount
00094330	8/21/2019	410 016 531 10 31 02	SW-Operating Costs	Harn-RH Sidebro	\$239.96
00094332	8/21/2019	410 016 531 10 31 02	SW-Operating Costs	Nozzle Assy	\$1,749.57
00094360	8/21/2019	410 016 531 10 31 02	SW-Operating Costs	Fuse Plugs/Oil/Fluid	\$439.62

\$2,429.15

Vendor: Perteet Inc

Check Number: 48489

Invoice No	Check Date	Account Number	Account Name	Description	Amount
20120176.001-50	8/21/2019	301 016 544 40 41 00	Street Op - P&D - 20th St SE	20th Street SE Phase II Segment 1 Design	\$3,884.29
20180104.002-3	8/21/2019	410 016 531 10 41 01	SW-Professional Services	Callow Rd Drainage/Permitting Engineering Services	\$12,009.68

\$15,893.97

Vendor: Petersen Brothers Inc

Check Number: 48490

Invoice No	Check Date	Account Number	Account Name	Description	Amount
1716603	8/21/2019	101 016 542 64 48 01	ST-Traf Control - Guardrail	Guardrail Repair 9829 S Lake Stevens Rd	\$2,352.00

\$2,352.00

Vendor: Puget Sound Energy
Check Number: 48491

Invoice No	Check Date	Account Number	Account Name	Description	Amount
24316495 0819	8/21/2019	001 010 576 80 47 00	PK-Utilities	Natural Gas - City Shop	\$11.96
24316495 0819	8/21/2019	101 016 543 50 47 00	ST-Utilities	Natural Gas - City Shop	\$11.95
24316495 0819	8/21/2019	410 016 531 10 47 00	SW-Utilities	Natural Gas - City Shop	\$11.96
3723810 0819	8/21/2019	001 008 521 50 47 00	LE-Facility Utilities	Natural Gas - N Lakeshore Dr	\$73.93
					\$109.80

Vendor: Puget Sound Regional Council
Check Number: 48492

Invoice No	Check Date	Account Number	Account Name	Description	Amount
2020042	8/21/2019	001 013 518 90 49 00	GG-PSRC	2020 PSRC Membership Dues	\$10,398.00
					\$10,398.00

Vendor: Purchase Power
Check Number: 48493

Invoice No	Check Date	Account Number	Account Name	Description	Amount
01831977 0719	8/21/2019	001 007 558 50 42 00	PL-Communication	Postage	\$47.53
01831977 0719	8/21/2019	001 013 518 20 42 00	GG-Communication	Postage	\$226.75
01831977 0719	8/21/2019	101 016 543 30 42 00	ST-Communications	Postage	\$12.86
01831977 0719	8/21/2019	410 016 531 10 42 00	SW-Communications	Postage	\$12.86
					\$300.00

Vendor: Republic Services 197
Check Number: 48494

Invoice No	Check Date	Account Number	Account Name	Description	Amount
0197-002483316	8/21/2019	001 010 576 80 45 01	PK- Dumpster Service	Dumpster Services City Shop	\$327.51
0197-002483316	8/21/2019	101 016 542 30 45 01	ST-Dumpster Service	Dumpster Services City Shop	\$327.51
0197-002483316	8/21/2019	410 016 531 10 45 00	SW-Dumpster Service	Dumpster Services City Shop	\$327.50
0197-002483890	8/21/2019	001 013 518 20 45 01	GG-Dumpster Service	Dumpster Services City Hall	\$433.81
					\$1,416.33

Vendor: Rexel USA Inc
Check Number: 48495

Invoice No	Check Date	Account Number	Account Name	Description	Amount
V588161	8/21/2019	305 010 594 76 60 00	North Cove Park Cap-Local	LED Lights/Remote North Cove Park	\$5,390.68
V648881	8/21/2019	305 010 594 76 60 00	North Cove Park Cap-Local	Credit Invoice V516770 GFCI North Cove	(\$206.31)
V753627	8/21/2019	001 010 576 80 31 00	PK-Operating Costs	Conduit/PVC Supplies/Drill Bit/Adapters	\$298.01
V859107	8/21/2019	101 016 544 90 31 02	ST-Operating Cost	Saw Kit/Lighting/Electrical Boxes	\$179.41
V859107	8/21/2019	410 016 531 10 31 02	SW-Operating Costs	Saw Kit/Lighting/Electrical Boxes	\$179.40
					\$5,841.19

Vendor: SCCFOA
Check Number: 48496

Invoice No	Check Date	Account Number	Account Name	Description	Amount
082219 SCCFOA	8/21/2019	001 003 514 20 43 00	CC-Travel & Meetings	SCCFOA Monthly Meeting - Pugh	\$20.00
082219 SCCFOA	8/21/2019	001 004 514 23 43 00	FI-Travel & Meetings	SCCFOA Monthly Meeting - B Stevens/Roundy/Crim	\$60.00
					\$80.00

Vendor: Sherwin-Williams Co
Check Number: 48497

Invoice No	Check Date	Account Number	Account Name	Description	Amount
2689-3	8/21/2019	101 016 544 90 31 02	ST-Operating Cost	Paint	\$135.27

2689-3	8/21/2019	410 016 531 10 31 02	SW-Operating Costs	Paint	\$135.27
					\$270.54

Vendor: Six Robblees Inc

Check Number: 48498

Invoice No	Check Date	Account Number	Account Name	Description	Amount
14-387656	8/21/2019	410 016 531 10 31 02	SW-Operating Costs	Class V CD Trailer/Mounts	\$633.32
14-387656-1	8/21/2019	410 016 531 10 31 02	SW-Operating Costs	Class V CD Trailer	\$353.73
14-388232	8/21/2019	410 016 531 10 31 02	SW-Operating Costs	Credit Class V CD Trailer	(\$353.73)

\$633.32

Vendor: Smarsh Inc

Check Number: 48499

Invoice No	Check Date	Account Number	Account Name	Description	Amount
INV00532971	8/21/2019	510 006 518 80 49 05	LR - Smarsh	Archiving Platform	\$660.00

\$660.00

Vendor: Snohomish County 911

Check Number: 48500

Invoice No	Check Date	Account Number	Account Name	Description	Amount
1694	8/21/2019	001 008 528 00 41 00	LE - Snopac Dispatch	Dispatch Services	\$28,214.30

\$28,214.30

Vendor: Snohomish County Conservation Dist

Check Number: 48501

Invoice No	Check Date	Account Number	Account Name	Description	Amount
4085	8/21/2019	410 016 531 10 41 01	SW-Professional Services	Grant Reimbursement April-June 2019	\$1,399.18
4091	8/21/2019	410 016 531 10 41 01	SW-Professional Services	Q2 2019 Stormwater Youth Education ILA	\$800.00

\$2,199.18

Vendor: Snohomish County Human Service

Check Number: 48502

Invoice No	Check Date	Account Number	Account Name	Description	Amount
I000509556	8/21/2019	001 013 566 00 41 00	GG - Liquor Tax to SnoCo	Q2 2019 Liquor Excise Taxes	\$2,158.84

\$2,158.84

Vendor: Snohomish County Parks and Recreation

Check Number: 48503

Invoice No	Check Date	Account Number	Account Name	Description	Amount
I000509017	8/21/2019	302 010 594 76 61 05	PM - Cavelero Park	Cavelero Park Improvements Project 19004	\$307,148.40
I000509018	8/21/2019	302 010 594 76 61 05	PM - Cavelero Park	Cavelero Park Improvements Project 19004	\$190,066.28

\$497,214.68

Vendor: Snohomish County PUD

Check Number: 48504

Invoice No	Check Date	Account Number	Account Name	Description	Amount
100395328	8/21/2019	001 010 576 80 47 00	PK-Utilities	203582010 Lundeen Restrooms Electric	\$118.22
100395328	8/21/2019	001 010 576 80 47 00	PK-Utilities	203582010 Lundeen Restrooms Water	\$1,662.54
100395328	8/21/2019	001 012 557 30 40 01	CS - VIC Utilities	203582010 Visitor Information Center Electric	\$48.69
100395328	8/21/2019	101 016 542 63 47 00	ST-Lighting - Utilities	203582010 Street Lights	\$50.22
105166706	8/21/2019	001 010 576 80 47 00	PK-Utilities	200206019 North Cove Park Electric	\$13.73
105166706	8/21/2019	001 010 576 80 47 00	PK-Utilities	200206019 Parks Electric	\$45.31
105166706	8/21/2019	001 010 576 80 47 00	PK-Utilities	200206019 Parks Water	\$73.59
105166706	8/21/2019	001 012 572 20 47 00	CS-Library-Utilities	200206019 Library Electric	\$287.24
105166706	8/21/2019	001 013 518 20 47 00	GG-Utilities	200206019 City Hall Admin Electric	\$112.19

105166706	8/21/2019	001 013 518 20 47 00	GG-Utilities	200206019 City Hall Electric	\$218.74
105166706	8/21/2019	001 013 518 20 47 00	GG-Utilities	200206019 City Hall Water	\$950.25
105166706	8/21/2019	001 013 518 20 47 00	GG-Utilities	200206019 Library Water	\$102.43
105166706	8/21/2019	101 016 542 63 47 00	ST-Lighting - Utilities	200206019 Street Lights	\$89.38
108476966	8/21/2019	001 010 576 80 47 00	PK-Utilities	222191298 North Cove Park Water	\$53.18
111779028	8/21/2019	101 016 542 63 47 00	ST-Lighting - Utilities	200363505 Traffic Signal	\$71.19
115082429	8/21/2019	001 010 576 80 47 00	PK-Utilities	221860174 Frontier Circle Park Electric	\$16.60
118396354	8/21/2019	001 008 521 50 47 00	LE-Facility Utilities	200558690 Police N Lakeshore Dr Electric	\$104.16
118396354	8/21/2019	001 008 521 50 47 00	LE-Facility Utilities	200558690 Police N Lakeshore Dr Water	\$24.51
118400344	8/21/2019	001 012 575 50 47 00	CS-Community Center-Utilities	200860922 Community Center	\$143.23
125031643	8/21/2019	101 016 542 63 47 00	ST-Lighting - Utilities	201595113 Street Lights	\$147.40
125032672	8/21/2019	001 010 576 80 47 00	PK-Utilities	201487055 2424 Soper Hill Rd Mobile Electric	\$22.57
125032672	8/21/2019	001 010 576 80 47 00	PK-Utilities	201487055 2424 Soper Hill Rd Mobile Water	\$59.47
134923107	8/21/2019	001 010 576 80 47 00	PK-Utilities	202340527 Decant Yard	\$6.93
134923107	8/21/2019	101 016 543 50 47 00	ST-Utilities	202340527 Decant Yard	\$6.93
134923107	8/21/2019	410 016 531 10 47 00	SW-Utilities	202340527 Decant Yard	\$6.93
134930939	8/21/2019	001 012 575 30 47 00	CS-Historical-Utilities	202289237 Museum	\$8.58
134930939	8/21/2019	001 012 575 51 47 00	CS-Grimm House Utilities	202289237 Grimm House	\$8.59
138140654	8/21/2019	101 016 542 63 47 00	ST-Lighting - Utilities	201860178 Traffic Signal 9101 Market Pl	\$131.77
141445293	8/21/2019	101 016 542 63 47 00	ST-Lighting - Utilities	201973682 Street Lights	\$47.38
144793823	8/21/2019	101 016 542 63 47 00	ST-Lighting - Utilities	205338056 SR92 Roundabout at 113th	\$44.55
148069143	8/21/2019	101 016 542 63 47 00	ST-Lighting - Utilities	202013249 Traffic Signal 1933 79th Ave SE	\$78.84
148069143	8/21/2019	101 016 542 64 47 00	ST-Traffic Control - Utility	202013249 Traffic Signal 7441 20th St SE	\$74.27
148071118	8/21/2019	101 016 542 63 47 00	ST-Lighting - Utilities	202988481 Street Lights	\$162.57
151373811	8/21/2019	101 016 542 63 47 00	ST-Lighting - Utilities	203731153 Traffic Signals	\$139.01
151376012	8/21/2019	101 016 542 63 47 00	ST-Lighting - Utilities	202624367 Street Lights	\$12,144.34
151376013	8/21/2019	101 016 542 63 47 00	ST-Lighting - Utilities	202648101 Street Lights Soper Hill Annex	\$1,422.24
151376014	8/21/2019	101 016 542 63 47 00	ST-Lighting - Utilities	202670725 Street Lights	\$1,216.86
151381715	8/21/2019	001 010 576 80 47 00	PK-Utilities	222205049 Nourse Park Electric	\$22.12
154627966	8/21/2019	101 016 542 63 47 00	ST-Lighting - Utilities	202648705 Street Lights	\$45.41
157824879	8/21/2019	001 010 576 80 47 00	PK-Utilities	222191314 20th St Ballfield Water	\$53.18
164222279	8/21/2019	101 016 542 63 47 00	ST-Lighting - Utilities	204719074 Catherine Creek Bridge Lights	\$22.90
					\$20,058.24

Vendor: Snohomish County Sheriffs Office

Check Number: 48505

Invoice No	Check Date	Account Number	Account Name	Description	Amount
2019-5365	8/21/2019	001 008 523 60 41 00	LE-Jail	Jail Services June 2019	\$20,859.13
2019-5385	8/21/2019	001 008 523 60 41 00	LE-Jail	Jail Services Medical June 2019	\$754.72
					\$21,613.85

Vendor: Sound Publishing Inc

Check Number: 48506

Invoice No	Check Date	Account Number	Account Name	Description	Amount
EDH865763	8/21/2019	001 007 571 00 30 00	PL-Park & Recreation	Road/Boat Launch Closure Aquafest 2019	\$46.82
EDH866195	8/21/2019	001 007 558 50 41 04	Permit Related Professional Sr	LUA2018-0206 City of Marysville	\$175.33
EDH866214	8/21/2019	001 007 558 50 41 04	Permit Related Professional Sr	LUA2018-0202 City of Marysville	\$110.17
EDH866583	8/21/2019	001 007 558 50 41 04	Permit Related Professional Sr	LUA2019-0100 LS Food Bank	\$99.31
EDH866593	8/21/2019	001 007 558 50 41 04	Permit Related Professional Sr	LUA2019-0055 Land Pro Group LLC	\$77.59
EDH867036	8/21/2019	304 016 595 30 60 04	Frontier Village/4th Project	Frontier Village Access Improvements Bid Advertisment	\$263.78

EDH867389	8/21/2019	001 013 518 30 41 01	GG-Advertising	CC Special Meeting	\$30.53
EDH869145	8/21/2019	001 013 518 30 41 01	GG-Advertising	Ordinance 1064	\$32.34
EDH869153	8/21/2019	001 007 571 00 30 00	PL-Park & Recreation	LUA2019-0038 Mt View Preliminary PLAT	\$86.64

\$922.51

Vendor: Sound Publishing Inc

Check Number: 48507

Invoice No	Check Date	Account Number	Account Name	Description	Amount
7931965	8/21/2019	001 007 558 50 41 03	PL-Advertising	Job Advertisment - Associate Planner	\$530.00 \$530.00

Vendor: Sound Safety Products Co Inc

Check Number: 48508

Invoice No	Check Date	Account Number	Account Name	Description	Amount
295646/1	8/21/2019	001 010 576 80 31 01	PK-Ops-Clothing	Work Shirts	\$108.64 \$108.64

Vendor: Sound Security Inc

Check Number: 48509

Invoice No	Check Date	Account Number	Account Name	Description	Amount
938748	8/21/2019	001 013 518 20 41 00	GG-Professional Service	Fire & Security Monitoring CH Aug 2019	\$571.04 \$571.04

Vendor: Spotix Inc

Check Number: 48510

Invoice No	Check Date	Account Number	Account Name	Description	Amount
INV36786	8/21/2019	101 016 544 90 31 02	ST-Operating Cost	Gas Fire Pit Burner Kit/Automatic Shut Off Timer	\$4,018.29 \$4,018.29

Vendor: Stellar Event Rentals

Check Number: 48511

Invoice No	Check Date	Account Number	Account Name	Description	Amount
071719 STELLAR	8/21/2019	001 007 571 00 30 00	PL-Park & Recreation	Tent Rental Music by the Lake 07/21/2019	\$0.48 \$0.48

Vendor: Stericycle Inc

Check Number: 48512

Invoice No	Check Date	Account Number	Account Name	Description	Amount
3004767464	8/21/2019	001 008 521 20 41 01	LE-Professional Serv-Fixed	Hazardous Waste Disposal	\$43.51 \$43.51

Vendor: Stevens

Check Number: 48513

Invoice No	Check Date	Account Number	Account Name	Description	Amount
080719 JSTEVEN	8/21/2019	410 016 531 10 49 01	SW-Staff Development	Reimburse J Stevens for Trappers License	\$41.60 \$41.60

Vendor: Summit Law Group

Check Number: 48514

Invoice No	Check Date	Account Number	Account Name	Description	Amount
106594	8/21/2019	001 005 518 10 41 00	HR-Professional Services	General Labor Matters July 2019	\$302.50 \$302.50

Vendor: SWC Enterprises LLC

Check Number: 48515

Invoice No	Check Date	Account Number	Account Name	Description	Amount
206383-1	8/21/2019	101 016 544 90 31 02	ST-Operating Cost	High Pressure Vac Truck Gun/Wand PW26	\$648.56

206385-1	8/21/2019	101 016 544 90 31 02	ST-Operating Cost	Super Centralizer PW26	\$313.92
					\$962.48

Vendor: Tacoma Screw Products Inc

Check Number: 48516

Invoice No	Check Date	Account Number	Account Name	Description	Amount
18249109	8/21/2019	410 016 531 10 31 02	SW-Operating Costs	Weed Wacker Line	\$117.83
18249110	8/21/2019	410 016 531 10 31 02	SW-Operating Costs	Sawzall Blades/Gloves/Screw Pin Anchor Shackles	\$758.14
18249111	8/21/2019	410 016 531 10 31 02	SW-Operating Costs	Weed Wacker Harness	\$90.76
18249923	8/21/2019	410 016 531 10 31 02	SW-Operating Costs	2-Ply Eye & Eye Sling	\$106.48
18249924	8/21/2019	410 016 531 10 31 02	SW-Operating Costs	Rivets/Snap Links/Nuts/Washers/Red Danger Tape	\$396.74
18249925	8/21/2019	410 016 531 10 31 02	SW-Operating Costs	Wasp Spray	\$79.74
18250725	8/21/2019	001 010 576 80 31 00	PK-Operating Costs	Gloves	\$101.37
18250725	8/21/2019	101 016 544 90 31 02	ST-Operating Cost	Gloves	\$101.37
18250725	8/21/2019	410 016 531 10 31 02	SW-Operating Costs	Gloves	\$101.37
18250726	8/21/2019	410 016 531 10 41 03	SW-Street Cleaning	Sweeper Brooms	\$598.50
18250727	8/21/2019	001 010 576 80 31 00	PK-Operating Costs	Bits/Gloves/Safety Glasses	\$31.85
18250727	8/21/2019	101 016 544 90 31 02	ST-Operating Cost	Bits/Gloves/Safety Glasses	\$31.86
18250727	8/21/2019	410 016 531 10 31 02	SW-Operating Costs	Bits/Gloves/Safety Glasses	\$31.86
					\$2,547.87

Vendor: Teamsters Local No 763

Check Number: 48398

Invoice No	Check Date	Account Number	Account Name	Description	Amount
080919	8/13/2019	001 000 284 00 00 00	Payroll Liability Other	Union Dues	\$1,004.00
					\$1,004.00

Vendor: Technological Services Inc

Check Number: 48517

Invoice No	Check Date	Account Number	Account Name	Description	Amount
13638	8/21/2019	001 008 521 20 48 00	LE-Repair & Maintenance Equip	Lube Service/Axle Bearing Service PT-16-65	\$334.24
13640	8/21/2019	001 008 521 20 48 00	LE-Repair & Maintenance Equip	Lube Service/Brake Repair PT-15-63	\$1,951.66
13682	8/21/2019	001 008 521 20 48 00	LE-Repair & Maintenance Equip	Tire Repair PT-16-65	\$65.77
					\$2,351.67

Vendor: Thomas

Check Number: 48518

Invoice No	Check Date	Account Number	Account Name	Description	Amount
090919 THOMAS	8/21/2019	001 008 521 20 43 00	LE-Travel & Per Diem	PerDiem - Meals FBI LEEDA Marysville - Thomas	\$100.00
					\$100.00

Vendor: Thomco Aggregate LLC

Check Number: 48519

Invoice No	Check Date	Account Number	Account Name	Description	Amount
1945	8/21/2019	309 016 595 61 63 01	Sidewalk Construction	Sidewalk Removal	\$75.96
					\$75.96

Vendor: ULINE

Check Number: 48520

Invoice No	Check Date	Account Number	Account Name	Description	Amount
110795935	8/21/2019	001 008 521 20 31 01	LE-Fixed Minor Equipment	Sharps Container	\$59.37
					\$59.37

Vendor: Ultrablock Inc
Check Number: 48521

Invoice No	Check Date	Account Number	Account Name	Description	Amount
0046941-IN	8/21/2019	101 016 544 90 31 02	ST-Operating Cost	Full Size Utility Blocks	\$191.27
0046941-IN	8/21/2019	410 016 531 10 31 02	SW-Operating Costs	Full Size Utility Blocks	\$191.28
					\$382.55

Vendor: United Rentals North America Inc
Check Number: 48522

Invoice No	Check Date	Account Number	Account Name	Description	Amount
167357874-005	8/21/2019	305 010 594 76 60 00	North Cove Park Cap-Local	Dozer Rental - North Cove	\$7,410.91
					\$7,410.91

Vendor: UPS
Check Number: 48523

Invoice No	Check Date	Account Number	Account Name	Description	Amount
0000074Y42319	8/21/2019	001 008 521 20 42 00	LE-Communication	Evidence Shipping Finance Fees	\$2.10
					\$2.10

Vendor: Valvick
Check Number: 48524

Invoice No	Check Date	Account Number	Account Name	Description	Amount
090919 VALVICK	8/21/2019	001 008 521 20 43 00	LE-Travel & Per Diem	PerDiem - Meals FBI LEEDA Marysville - Valvick	\$100.00
					\$100.00

Vendor: Vantagepoint Transfer Agents - 108991
Check Number: 48399

Invoice No	Check Date	Account Number	Account Name	Description	Amount
080919	8/13/2019	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: 48400

Invoice No	Check Date	Account Number	Account Name	Description	Amount
080919	8/13/2019	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: 48525

Invoice No	Check Date	Account Number	Account Name	Description	Amount
9834692997	8/21/2019	001 008 521 20 42 00	LE-Communication	Wireless Phone Service PD	\$2,816.57
9835187429	8/21/2019	001 001 511 60 42 00	Legislative - Communication	Wireless Phone Service Council	\$332.50
9835187429	8/21/2019	001 001 513 10 42 00	Executive - Communication	Wireless Phone Service Executive	\$45.08
9835187429	8/21/2019	001 002 513 11 42 00	AD-Communications	Wireless Phone Service Admin	\$45.08
9835187429	8/21/2019	001 005 518 10 42 00	HR-Communications	Wireless Phone Service HR	\$90.16
9835187429	8/21/2019	001 006 518 80 42 00	IT-Communications	Wireless Phone Service IT	\$95.16
9835187429	8/21/2019	001 007 558 50 42 00	PL-Communication	Wireless Phone Service Planning	\$135.24
9835187429	8/21/2019	001 007 559 30 42 00	PB-Communication	Wireless Phone Service Building	\$282.40
9835187429	8/21/2019	001 010 576 80 42 00	PK-Communication	Wireless Phone Service PW	\$402.48
9835187429	8/21/2019	101 016 543 30 42 00	ST-Communications	Wireless Phone Service PW	\$402.48
9835187429	8/21/2019	410 016 531 10 42 00	SW-Communications	Wireless Phone Service PW	\$402.47
					\$5,049.62

Vendor: Warbis

Check Number: 48526

Invoice No	Check Date	Account Number	Account Name	Description	Amount
080519 WARBIS	8/21/2019	001 008 521 20 32 00	LE-Fuel	Reimburse Fuel Purchase for PT76 - Warbis	\$73.42
					\$73.42

Vendor: Washington Recreation & Park Association

Check Number: 48527

Invoice No	Check Date	Account Number	Account Name	Description	Amount
4728	8/21/2019	001 007 558 50 49 00	PL-Miscellaneous	WRPA Membership Renewal	\$315.00
					\$315.00

Vendor: Washington State Dept of Enterprise Svcs

Check Number: 48528

Invoice No	Check Date	Account Number	Account Name	Description	Amount
73190541	8/21/2019	001 008 521 20 31 00	LE-Office Supplies	Business Cards - Summers/Jewel	\$81.76
					\$81.76

Vendor: Washington State Patrol

Check Number: 48529

Invoice No	Check Date	Account Number	Account Name	Description	Amount
I20000687	8/21/2019	633 000 589 30 00 10	Gun Permit - WSP Remittance	Weapons Permit Background Checks July 2019	\$172.25
					\$172.25

Vendor: Washington State Support Registry

Check Number: 0

Invoice No	Check Date	Account Number	Account Name	Description	Amount
080919	8/13/2019	001 000 284 00 00 00	Payroll Liability Other	Employee Paid Child Support	\$163.50
					\$163.50

Vendor: Washington State Treasurers Office

Check Number: 48530

Invoice No	Check Date	Account Number	Account Name	Description	Amount
Q2 2019	8/21/2019	111 008 589 30 00 00	Disbursement to State	Q2 2019 Forfeited Property	\$547.00
Q2 2019	8/21/2019	633 000 589 30 00 00	Seizure & Forfeit State REMIT	Q2 2019 Forfeited Property	\$2,724.70

Vendor: Washington Tractor Inc

Check Number: 48531

Invoice No	Check Date	Account Number	Account Name	Description	Amount
1916128	8/21/2019	410 016 531 10 31 02	SW-Operating Costs	Maintenance Kit PW30	\$285.12
					\$285.12

Vendor: Watts

Check Number: 48532

Invoice No	Check Date	Account Number	Account Name	Description	Amount
081919 WATTS	8/21/2019	001 007 571 00 30 00	PL-Park & Recreation	Yoga by the Lake 07/06/2019 & 07/20/2019	\$150.00
081919 WATTS	8/21/2019	001 007 571 00 30 00	PL-Park & Recreation	Yoga by the Lake 08/03/2019 & 08/17/2019	\$150.00

\$300.00

Vendor: Wave Broadband

Check Number: 48533

Invoice No	Check Date	Account Number	Account Name	Description	Amount
09440904	8/21/2019	001 002 513 11 42 00	AD-Communications	Telephone Service	\$23.69
09440904	8/21/2019	001 003 514 20 42 00	CC-Communications	Telephone Service	\$47.38
09440904	8/21/2019	001 004 514 23 42 00	FI-Communications	Telephone Service	\$47.38

09440904	8/21/2019	001 005 518 10 42 00	HR-Communications	Telephone Service		\$23.69
09440904	8/21/2019	001 006 518 80 42 00	IT-Communications	Telephone Service		\$71.07
09440904	8/21/2019	001 007 558 50 42 00	PL-Communication	Telephone Service		\$154.07
09440904	8/21/2019	001 007 559 30 42 00	PB-Communication	Telephone Service		\$23.69
09440904	8/21/2019	001 008 521 20 42 00	LE-Communication	Telephone Service		\$805.82
09440904	8/21/2019	001 012 575 30 42 00	CS-Historical-Communications	Telephone Service Museum		\$23.69
09440904	8/21/2019	001 012 575 50 42 00	CS-Community Center - Comm	Telephone Service Senior Ctr		\$23.70
09440904	8/21/2019	001 013 518 20 42 00	GG-Communication	Telephone Service		\$94.77
09440904	8/21/2019	101 016 543 30 42 00	ST-Communications	Telephone Service Shop		\$136.34
09440904	8/21/2019	410 016 531 10 42 00	SW-Communications	Telephone Service Shop		\$136.35
09440904	8/21/2019	510 006 518 80 49 04	LR - WaveBroadband Fiber Lease	Fiber Leases		\$1,886.70
						\$3,498.34

Vendor: Weed Graafstra & Associates Inc

Check Number: 48534

Invoice No	Check Date	Account Number	Account Name	Description	Amount
080519 WGA	8/21/2019	001 011 515 41 41 00	Ext Consultation - City Atty	Legal Services - General Matters	\$4,488.75
080519 WGA	8/21/2019	001 011 515 45 41 00	Ext Litigation - City Atty	Legal Services - General Matters	\$19,257.75
080519 WGA	8/21/2019	301 016 544 40 41 00	Street Op - P&D - 20th St SE	Legal Services - 20th Street Acquisitions	\$255.00
					\$24,001.50

Vendor: Welch Comer & Associates Inc

Check Number: 48535

Invoice No	Check Date	Account Number	Account Name	Description	Amount
55000000-006	8/21/2019	304 016 595 30 60 04	Frontier Village/4th Project	Frontier Village Southern Access Road	\$6,000.00
					\$6,000.00

Vendor: Wells

Check Number: 48536

Invoice No	Check Date	Account Number	Account Name	Description	Amount
091019 WELLS	8/21/2019	001 008 521 20 43 00	LE-Travel & Per Diem	PerDiem - Meals Taser Recert Snohomish - Wells	\$20.00
					\$20.00

Vendor: Western Conference of Teamsters Pension Trust

Check Number: 48401

Invoice No	Check Date	Account Number	Account Name	Description	Amount
080919	8/13/2019	001 000 282 00 00 00	Payroll Liability Retirement	Employee Contributions - Teamster Pension	\$3,670.99
					\$3,670.99

Vendor: Wynne and Sons Inc

Check Number: 48537

Invoice No	Check Date	Account Number	Account Name	Description	Amount
61259	8/21/2019	410 016 531 10 31 01	SW-Office Supplies	Business Cards - Durpos	\$86.74
61480	8/21/2019	001 005 518 10 31 00	HR-Office Supplies	Business Cards - Good	\$55.17
61534	8/21/2019	001 004 514 23 31 00	FI-Office Supplies	2000 Window/Security Envelopes	\$247.71
					\$389.62

Vendor: Zachor and Thomas Inc PS

Check Number: 48538

Invoice No	Check Date	Account Number	Account Name	Description	Amount
19-LKS0007	8/21/2019	001 011 515 41 41 02	Ext Consult - Prosecutor Fees	Prosecution Services July 2019	\$11,889.09
					\$11,889.09

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

Wednesday, August 7, 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 Gary Petershagen, Kim Daughtry, Kurt Hilt, Todd Welch, Rauchel McDaniel, Brett Gailey and Marcus Tageant

ELECTED OFFICIALS ABSENT: None

STAFF MEMBERS PRESENT: City Administrator Gene Brazel, Police Chief John Dyer, Human Resources Director Teri Smith, Human Resources Specialist/Executive Assistant Julie Good, Senior Accountant Josh Roundy, City Clerk Kathy Pugh, Deputy City Clerk Adri Crim, City Attorney Greg Rubstello, Senior Engineer II/PE Grace Kane, Capital Projects Coordinator Aaron Halverson

OTHERS:

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

Roll Call: All present.

Approval of Agenda:

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

Citizen Comments:

Sue Fernalld, 8430 – 15th Place SE, Lake Stevens, requested the voting record of councilmembers be included in the Council minutes.

Cathy Benson, 10408 – 40th Place SE, Lake Stevens, believes city laws need to be enforced, including the sign code.

Mary Dickinson, 2514 85th Drive NE, Lake Stevens, thanked the Council and staff for their hard work and dedication to Lake Stevens, as well as everyone who worked to have North Cove Park ready for Aquafest. She encouraged the current sign ordinance remain in place and that everyone move on to the important and positive things taking place in Lake Stevens.

Dan Meyers, 3313 – 127th Avenue NE, Lake Stevens, is concerned regarding the sign code and encouraged that laws need to be enforced uniformly.

Joseph Jensen, 511 – 101st Avenue NE, Lake Stevens, does not support legislation regarding signage that will benefit a specific candidate and believes an updated sign code will provide direction in the next election cycle.

Kristen, Fetter-Walp, 2609 121st Drive NE, Lake Stevens, believes any action on the sign ordinance should be suspended until after the current election cycle.

Steve Ewing, 8617 – 11th Street NE, Lake Stevens, is concerned about the interim sign code ordinance and supports maintaining the current process until after the election.

Council Business:

- Councilmember Petershagen: Sewer Utility Committee.
- Councilmember Daughtry: Aquafest, thanked city staff and volunteers working in the background to make the event a success, as well as the Aquafest committee.
- Councilmember Tageant: Aquafest.
- Councilmember Welch: Aquafest; Congresswoman Suzanne DelBene will hold a Town Hall at Cavelero Mid-High on August 10th.
- Councilmember McDaniel: Aquafest; encouraged citizens to attend Lake Stevens Sewer Utility Board meetings.

Mayor's Business: Sewer Utility Committee; met with author and manager of Joint Transportation Committee regarding study they completed and presented to legislature which shows local cities are expending funds to help fund local transportation infrastructure; Aquafest.

City Department Report:

- City Administrator Gene Brazel: Updated public works crews are continuing to clean up the stormwater catch basins using the vector truck, which is now out of service due to mechanical issues; a proposal will be coming forward to address this concern.
- Police Chief John Dyer: Aquafest, National Night Out.

Consent Agenda:

MOTION: Moved by Councilmember Welch, seconded by Councilmember Daughtry, to approve (A) 2019 Vouchers [Payroll Direct Deposits of \$464,372.87, Payroll Check No. 48213-48214, 48294 totaling \$4,413.93, Electronic Funds Transfers (ACH) of \$1,028,579.92, Claims Check Nos. 48215-48293, 48295-48391 totaling \$593,904.98, Void Checks 46885, 46928, 47088, 47896, 47909 totaling (\$922.21), Total Vouchers Approved: \$2,090,349.49], (B) City Council Regular Meeting Minutes of July 9, 2019, (C) City Council Special Meeting Minutes of July 16, 2019, (D) Appointment of Veterans Commission Members, and (E), Appointment of Arts Commission Members. On vote the motion carried (7-0-0-0).

Public Hearing Items: None.

Action Items:

South Lake Stevens Road Bid Award: Capital Projects Coordinator Aaron Halverson presented the staff report and reviewed the bid process to construct a multi-use pathway along South Lake Stevens Road from 18th Street SE to East Lakeshore Drive, including landscaping,

minor street improvements and associated walls, and said the project is partially funded with grant funds. He advised Strider Construction from Bellingham, WA was the lowest responsive bidder with a bid of \$2,373,353. Staff is requesting Council approve this bid award in the total amount of \$2,492,021, which includes a 5% administrative contingency in the amount of \$118,668. Coordinator Halverson then responded to Councilmembers' questions.

Councilmember Petershagen asked about the policy to memorialize the site where the young lady was murdered. Councilmember McDaniel suggested the bridge proposed over Stitch Creek be named in honor of her. Mayor Spencer said there are policies in place and it is important that these tragic events not be forgotten.

Coordinator Halverson said this has been discussed during the design phase and offered to reach out to the victim's family to see what their feelings are.

MOTION: Moved by Councilmember Tageant, seconded by Councilmember Welch, to authorize the Mayor to execute a Public Works Contract with Strider Construction of Bellingham, WA in the amount of \$2,373,353.00, with an administrative contingency of 5% or \$118,668.00 for a total amount of \$2,492,021.00 to construct the South Lake Stevens Multi-Use Path project.

Responding to Councilmember Daughtry's question regarding a larger contingency, Coordinator Halverson said he is confident with the recommended contingency.

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

Purchase of Wetland Mitigation Credits re South Lake Stevens Road: Coordinator Halverson presented the staff report and explained the U.S. Army Corps of Engineers has jurisdiction over wetland modifications, including fills. Coordinator Halverson said that as designed, the South Lake Stevens Multi-Use Path will result in the filling of 7,290 square feet of wetland at the south end of the project, and as a condition of approval of the Corps of Engineers permit, the city is required to purchase wetland mitigation banking credits from Skykomish Habitat Mitigation Bank at a cost of \$56,475. Coordinator Halverson invited Councilmembers' questions and there were none.

MOTION: Moved by Councilmember Daughtry, seconded by Councilmember Welch, to authorize the Mayor to execute a Wetland Mitigation Credit/Sell Agreement with Mitigation Banking Services, LLC to purchase 0.251 wetland mitigation credits for \$56,475. On vote the motion carried (7-0-0-0).

Public Works Contract with HDR, Inc. re Business Access Transit Lane: City Engineer II/PE Grace Kane presented the staff report and reviewed the history of the project to construct improvements to 20th Street SE with a focus on facilitating and prioritizing transit and HOV usage during the AM peak hours. Engineer Kane said HDR was selected through a design consultant selection and grading process; she added 69.5% of the project cost is funded with a grant and the remaining 30.5% of the cost is funded with REET II funds. The city will be partnering with Community Transit for this project.

Councilmember Daughtry said as a member of the Community Transit (CT) Board, the CT Board is excited about this project. Engineer Kane said the preliminary conversation with CT is to have a parking lot and pickup point in Lake Stevens to encourage ridership.

Responding to Councilmember Gailey's question, Mayor Spencer said the jump start signal does not work during non-peak hours.

Responding to Councilmember McDaniel's question, Mayor Spencer said the grant funds were originally allocated to run vehicles under the Trestle and that was shown to not solve the problem. Engineer Kane explained that this contract is a partnership, and the state is not a stakeholder. Mayor Spencer added this project is not part of the projects identified in the Intersection Justification Report (IJR).

MOTION: Moved by Councilmember Daughtry, seconded by Councilmember Welch, to execute a Professional Services Agreement with HDR Engineering, Inc. to conduct survey, roadway design, environmental review, geotechnical, traffic analysis, and Construction Plans development to alleviate westbound AM peak traffic along 20th Street SE, approximately 1,000 feet east of the US 2 Trestle and near 83rd Avenue SE intersection. On vote the motion carried (7-0-0-0).

Resolution 2019-13 re Surplus of Real Property at Village Way Access: Mayor Spencer said that consideration of this resolution is being postponed to the next meeting.

Ordinance 1064 re Interim Sign Regulations: City Attorney Greg Rubstello presented the staff report and said this ordinance is brought forward following Council's direction at the July 9th Council meeting to proceed with updating the City's sign code to ensure compliance with the requirements in the Supreme Court ruling in *Reed v. Town of Gilbert*. Because the sign code is unconstitutional it cannot be left as it is and moving forward with an interim sign ordinance is the appropriate thing to do. Attorney Rubstello said the interim sign ordinance addresses only noncommercial temporary signs and the *Gilbert* decision only relates to noncommercial signs. He identified there is a significant change in this ordinance as to how temporary signs are addressed and classified. The ordinance identifies temporary signs by how they are constructed. He reviewed that the size limitations remain the same, and definitions are provided as to where temporary signs can be placed. The duration of the interim ordinance is six months, or shorter, if a solution is arrived at. Attorney Rubstello added that existing non-conforming temporary signs can remain in place under the ordinance as written, so long as they are legally permitted. The ordinance includes a work plan to move the process along and includes looking at other provisions of the sign code. Attorney Rubstello said the proposed interim ordinance tries to stay in accord with current code provisions and added the effective date is five days after publication, but that can be extended.

Councilmember Welch requested clarification of the 4 square feet per side. Attorney Rubstello clarified that the sign can be 4 feet wide and 3 feet tall and cannot be higher than 3 feet off the ground.

Councilmember McDaniel requested this language be simplified so that a lay person can interpret the language, erect a sign and know they are in compliance. Councilmember McDaniel reminded he sign code came up for discussion in relation to a business approximately two and a half years ago, and that the discussion was put on the back burner; she said the sign code discussion is problematic.

Councilmember Tageant recalled the discussion at that time related more to commercial businesses.

Councilmember Daughtry believes that Councilmember Gailey should recuse himself from this discussion as he has a clear conflict of interest. Councilmember Daughtry then read from a prepared statement which was subsequently submitted for the record, noting this is before Council now as the issue was raised by Councilmember Gailey at the July 9th Council meeting.

MOTION: Moved by Councilmember Daughtry, seconded by Councilmember Tageant, that Interim Ordinance No. 1064 be approved with a friendly amendment to remove the verbiage dealing with the height of signs (Section 14.68.015(d)(5) and (6) and (e)(3) and (4)). Also the verbiage that deals with Stake or Picket signs (Section 14.68.015(b)(1)) as this requirement does not reflect a sign that meets the limits of size of 16 square feet, in that it will not allow for the sign to be properly attached so as to keep it in good repair. The above verbiage should be removed as these changes are inappropriate at this time and should be discussed within the process of the code revision in the next six months. Further moved that any signs that are non-compliant with the ordinance be completely removed. There is an underlying expectation that a larger than code allows non-compliant sign, will be cut in half and left in place as a ruse to show that they are two separate signs. This does not meet the intent of the existing or interim ordinance and should not be tolerated.

Councilmember McDaniel expressed concern the Food Bank will be forced to remove its fundraising sign. She believes this is a bigger discussion than is being considered this evening.

Councilmember Daughtry clarified he is requesting the sections dealing with size and staking requirements be removed as they are not in the original code. He further clarified that by putting in more regulations with the interim sign code it affects more people who were not originally in violation of the sign code.

Councilmember Tageant is concerned that if a moratorium is enacted, there will be no controls over what signage can be installed. For this reason he supports Councilmember Daughtry's motion.

Responding to Councilmember Petershagen's question, Attorney Rubstello explained the signs that have been erected and are of concern are not legal nonconforming signs. He added that signs that have been put up contrary to code provisions are illegal.

Responding to Councilmember McDaniel's question, Attorney Rubstello explained some signs, such as the sign in front of North Cove Park, are constructed in a permanent manner and code compliant, even though they are temporary.

Responding to Councilmember Gailey's question, Mayor Spencer recalled *Reed v. Gilbert* was previously discussed and the previous city attorney advised the Lake Stevens sign code was compliant with *Reed v. Gilbert* because regulation was not done on the basis of sign content, but that sign size could be regulated. The Council at that time believed they were moving forward in the correct manner, and now today, the current city attorney is advising the city needs to update its sign code to be compliant with *Reed v. Gilbert* because there is a content-based category in the city's sign code.

Responding to Councilmember Gailey's question regarding preserving the status quo of the city's current ordinance, Attorney Rubstello responded the current ordinance does not maintain the status quo because the current ordinance is noncompliant and the interim ordinance before Council this evening brings the sign code into compliance with *Gilbert*. The attempt here is to make all temporary non-commercial signs to have the same rules for size and placement.

Councilmember Gailey said this topic was before Council previously on February 9, 2016, shortly after the decision in *Reed v. Gilbert*, and he reviewed the staff recommendations made at that time including the recommendation to review and update the code to ensure there were no content-based regulations in conflict with the First Amendment. He noted this was again discussed at the February 23, 2016 Council meeting. He believed a work plan was in place and that the sign code was not being enforced. He wondered why if this is such an emotional issue now, why it was not an emotional issue then, and why was it not addressed then. Councilmember Gailey recalled what was discussed at the last meeting was a moratorium and a work plan, and that an interim sign code was not discussed.

Mayor Spencer said legal counsel recommended the interim regulations, and that is what is before Council this evening. If adopted the proposed ordinance will correct the situation and bring the city into compliance with the law, as well as adopting a work plan to move forward to revise and update the code, but this is the Council's choice. Staff has requested candidates whose signs are not in compliance with the current code to remove their signs, and in most cases, this has been done.

Discussion ensued as to how best to move forward, and Councilmember McDaniel commented it is important in the future to move forward with topics in a timely manner.

Mayor Spencer said it is unfortunate the city is in this position, and it is important to make the code compliant and move forward.

Councilmember Daughtry re-read the motion at the City Attorney's request.

VOTE: On vote the motion to approve Ordinance 1064 carried with Councilmembers Tageant, Welch, Hilt and Daughtry in favor and Councilmembers Gailey, McDaniel and Petershagen opposed (4-3-0-0).

Mayor Spencer said the city will move forward with removing nonconforming signs.

Discussion Items: None.

Executive Session: None.

Adjourn:

Moved by Councilmember Tageant, seconded by Councilmember Welch, to adjourn the meeting at 8:31 p.m. On vote the motion carried (7-0-0-0).

John Spencer, Mayor

Kathy Pugh, City Clerk



LAKE STEVENS CITY COUNCIL
STAFF REPORT

Council Agenda

Date: August 27, 2019

Subject: City Council Meeting Schedule

Contact

Person/Department: Kathy Pugh, City Clerk

Budget Impact: N/A

RECOMMENDATION(S)/ACTION REQUESTED OF COUNCIL: Approve cancelling the September 17, 2019 Workshop and the September 24, 2019 Regular Council meetings, and scheduling a Special meeting on Thursday, September 19, 2019.

SUMMARY/BACKGROUND: Councilmembers Gailey, Petershagen and Tageant, Mayor Spencer and City Administrator Brazel are attending conferences out of the area and are not available to attend the regularly scheduled Council meeting scheduled on September 24, 2019. Although there is a regularly scheduled Workshop meeting scheduled for September 17, 2019 which could be re-noticed as a special meeting, neither the Lake Stevens School District Educational Services Center (ESC) nor the Fire Conference Center are available that evening.

Staff recommends scheduling a special meeting at the ESC on September 19, 2019 at 7:00 p.m. for the purpose of conducting city business and cancelling both the September 17, 2019 Workshop and September 24, 2019 Regular meetings. This will ensure that a quorum is present and that the meeting will be held in a facility large enough to comfortably accommodate interested members of the public.

APPLICABLE CITY POLICIES: LSMC 2.08.030

BUDGET IMPACT: N/A

ATTACHMENTS: None.



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LAKE STEVENS CITY COUNCIL
STAFF REPORT

Council Agenda Date: August 27, 2019

Subject: School Resource Officer Interlocal Agreement with Lake Stevens School District

Contact Person/Department: Barb Stevens/ Finance Director **Budget Impact:** N/A

RECOMMENDATION(S)/ACTION REQUESTED OF COUNCIL:

Authorize the Mayor to sign Amendment No. 8 to the SRO ILA updating the fees in Schedule A

SUMMARY/BACKGROUND:

Amendment No. 8 updates Fee Schedule A to reflect estimated costs for the 2019-2020 school year.

The City of Lake Stevens and the Lake Stevens School District have had an interlocal agreement to provide for a School Resource Officer at each high school in their jurisdiction for several years. The school district reimburses the City 75% of the SRO salary and benefits during the school year (September – June). The ILA for SRO services automatically renews each year, yet the fees in Schedule A must be updated to reflect salary and benefit changes.

The Lake Stevens School District has requested to maintain the two (2) School Resource Officers for the 2019-2020 school year as previously contracted for. An additional officer may be requested in future contract periods.

APPLICABLE CITY POLICIES: RCW 39.34, Interlocal Cooperation Act, provides authority to enter into agreements with jurisdictions

BUDGET IMPACT: N/A

ATTACHMENTS:

- Exhibit A: Amendment No. 8 – School Resource Officer Interlocal Agreement with Schedule A – Fee Schedule

AMENDMENT NO. 8

SCHOOL RESOURCE OFFICER INTERLOCAL AGREEMENT

This Amendment No. 8- School Resource Officer Interlocal Agreement is made and entered into this 27th day of August, 2019 by and between the LAKE STEVENS SCHOOL DISTRICT ("School District") and the CITY OF LAKE STEVENS ("City").

WHEREAS School District and City are parties to a School Resource Officer Interlocal Agreement (the "SRO-ILA") dated October 19, 2010;

WHEREAS the SRO-ILA provides for annual renewals and requires the parties from time to time to adopt a Schedule A to set forth the rate and payment of the School Resource Officer;

NOW, THEREFORE, School District and City agree as follows:

1. Schedule A for 2020. School District and City agree to a new Schedule A attached hereto and incorporated herein to set the rate and payment for the School Resource Officer for the School Year 2019-2020.
2. Ratification of Remaining Terms of SRO-ILA. Except as provided herein, all other provisions of the original SRO-ILA shall remain in full force and effect, unchanged, and the School District and City hereby ratify and confirm all of the other terms of the School Resource Officer Interlocal Agreement.
3. This Amendment No. 8 shall be recorded or posted as required by RCW 39.34.040.

In WITNESS WHEREOF, the parties have caused duplicate originals of this Amendment No. 8 to be signed by their duly authorized officers.

CITY OF LAKE STEVENS

LAKE STEVENS SCHOOL DISTRICT

John Spencer, Mayor

Amy Beth Cook, Superintendent

ATTEST:

Kathy Pugh, City Clerk

APPROVED AS TO FORM:

Greg Rubstello, City Attorney

SCHEDULE A FEE SCHEDULE

The School District will pay to the City of Lake Stevens the actual officer costs as set forth in Article III A-D in the ILA Agreement.

The estimated costs are as follows:

1. The SRO rates for September 1, 2019 – December 31, 2019:

Officer Irwin \$8,802.33 per month = 75% of \$11,736.45

Estimated extra-duty rate is \$93.27 per hour (billed at time and a half)

Officer Carter \$8,845.01 per month = 75% of 11,793.35

Estimated extra-duty rate is \$91.99 per hour (billed at time and a half)

2. The SRO estimated rate for January 1, 2020 – August 31, 2020*:

Officer Irwin \$9,037.21 per month = 75% of \$12,049.61

Officer Carter \$9,027.99 per month = 75% of 12,037.32

*Rates will vary for this period depending on medical insurance rates and cost of living adjustments.



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LAKE STEVENS CITY COUNCIL
STAFF REPORT

Council
Agenda Date: August 27, 2019

Subject: Appointment to Arts Commission

Contact John Spencer, Mayor
Person/Department: Kathy Pugh, City Clerk **Budget Impact:** N/A

RECOMMENDATION(S)/ACTION REQUESTED OF COUNCIL: Accept the Mayor's nomination and interview panel's recommendation to appoint Joe Brosseau to the Arts Commission for an unexpired term ending December 31, 2020.

SUMMARY/BACKGROUND: Following the appointments made to the Arts Commission at the August 7, 2019 meeting, the city received an unexpected resignation from one of the existing members. Previously on July 11, 2019 six candidates were interviewed, and Joe Brosseau was one of those candidates. The interview panel consisted of Mayor John Spencer, Councilmembers Todd Welch and Brett Gailey, Arts Commission President Linda Ehmen and Parks and Recreation Coordinator Jill Meis.

The Mayor nominates that the following appointment be made to the Arts Commission:

- Position 6: Joe Brosseau for an unexpired term ending December 31, 2020

APPLICABLE CITY POLICIES:

BUDGET IMPACT:

ATTACHMENTS:



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LAKE STEVENS CITY COUNCIL
STAFF REPORT

Council Agenda

Date: August 27, 2019

Subject: Interim Human Resources Director/Risk Manager as Agent to Receive Claims for Damages

Contact

Person/Department: Teri Smith, Human Resources/Risk Management

Budget Impact: N/A

RECOMMENDATION(S)/ACTION REQUESTED OF COUNCIL: Approve Naming the Interim Human Resources Director/Risk Manager as Agent for the purpose of Receiving Claims for Damages.

SUMMARY/BACKGROUND: The Human Resources Director/Risk Manager is designated as Agent for the purpose of receiving claims for damages. With the current Human Resources Director/Risk Manager leaving the City, effective September 1, 2019 Julie Good will be acting as Interim Human Resources Director/Risk Manager. RCW 4.96.020(2) provides that the governing body must appoint an agent to receive any claim for damages made under RCW 4.96, and as such it is appropriate to approve the Interim Human Resources Director/Risk Manager as the city's agent for the purpose of receiving any Claims for Damages that may be submitted during this interim period.

APPLICABLE CITY POLICIES: RCW 4.96.020

BUDGET IMPACT: N/A

ATTACHMENTS: None.



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LAKE STEVENS CITY COUNCIL
STAFF REPORT

Council Agenda Date: August 27, 2019

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

Contact	Budget
Person/Department: Russ Wright, Community Dev. Director	Impact: none

RECOMMENDATION(S)/ACTION REQUESTED OF COUNCIL:

Accept the updated 10 percent annexation petition for the Machias Road Industrial Annexation pursuant to Resolution 2017-015 including the simultaneous adoption of land use and zoning designations and assumption of all existing city indebtedness authorize circulation of the 60 percent petition.

DISCUSSION:

On August 16, 2017, the city of Lake Stevens received an annexation petition signed by the property owner representing more than 10 percent of the assessed value in the Machias Road Industrial Annexation area. The property is approximately 60 acres and the petitioner owns 43 percent of the land. Located adjacent to Lake Stevens city limits, the Machias Road Industrial Annexation area is currently zoned Heavy Industrial. The city proposes to zone the properties as General Industrial under Lake Stevens code. The annexation would include the right-of-way along Machias Road.

The City Council passed Resolution 2017-015 accepting the petition and allowing circulation of the 60 percent petition. The petitioner submitted an updated request and would like to move forward with the annexation as provided for in Resolution 2017-015. Staff is requesting that City Council accept the updated petition and allow the annexation to proceed.

ATTACHMENTS

Attachment 1 – Resolution 2017-015

Attachment 2 – Updated Notice of Intent to Annex – Machias Industrial Annexation

Attachment 3 – Annexation Area Map

ATTACHMENT A

**City of Lake Stevens
Lake Stevens, Washington**

RESOLUTION NO. 2017-15

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LAKE STEVENS
ACKNOWLEDGING THE RECEIPT OF A LETTER OF INTENT TO PROCEED
WITH A PROPOSED ANNEXATION TO THE CITY PURSUANT TO RCW
35A.14.120 AND AUTHORIZING THE CIRCULATION OF ANNEXATION
PETITIONS.**

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

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

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

WHEREAS, a notice from a property owner, controlling over 10 percent of the area, signifying their intention to commence annexation proceedings pursuant to RCW 35A.14.120 has been filed with the City. The proposed annexation area is shown on the Exhibit A map and legally described in Exhibit B. This area is contiguous with the existing City limits, within unincorporated Snohomish County, and may generally be described as an area of approximately sixty (60) acres, bounded on the west by North Machias Road, on the east by the Pilchuck River; and

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

NOW, THEREFORE, BE IT RESOLVED:

SECTION 1. The Council approves in principle the initiation of annexation proceedings pursuant to RCW 35A.14.120 for the area described in Exhibits A and B and authorizes the circulation of petitions for annexation within the area in accordance with the requirements of RCW 35A.14.120 and subject to the provisions of section 2-5 herein.

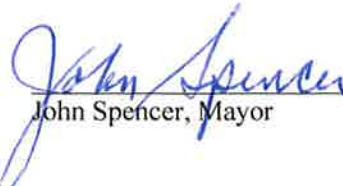
SECTION 2. The area described in Exhibits A and B, if annexed, shall be required to assume and be subject to the existing indebtedness of the City of Lake Stevens at the time of the effective date of such annexation.

SECTION 3. The area described in Exhibits A and B, if annexed, shall be designated as set forth in the City's Comprehensive Plan and on the City's Zoning Map as General Industrial.

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

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

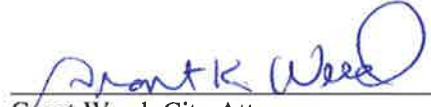
PASSED by the City Council of the City of Lake Stevens 22nd day of August, 2017.


John Spencer, Mayor

ATTEST:


Kathy Pugh, Deputy City Clerk

APPROVED AS TO FORM:


Grant K. Weed, City Attorney



DECLARATION

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

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

AUTHORIZATION

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

Name of Property Owner (Print Clearly)	Signature of Property Owner	Date Signed	Property Address or Assessors Parcel Number
Joseph A Sternola Trust			2317 N Machias Rd Lake Stevens, WA 98258-9226
			<ul style="list-style-type: none"> <li data-bbox="1095 944 1344 960">• 29060900201400 <li data-bbox="1095 967 1344 984">• 29060900201500 <li data-bbox="1095 992 1344 1007">• 29060900206500

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

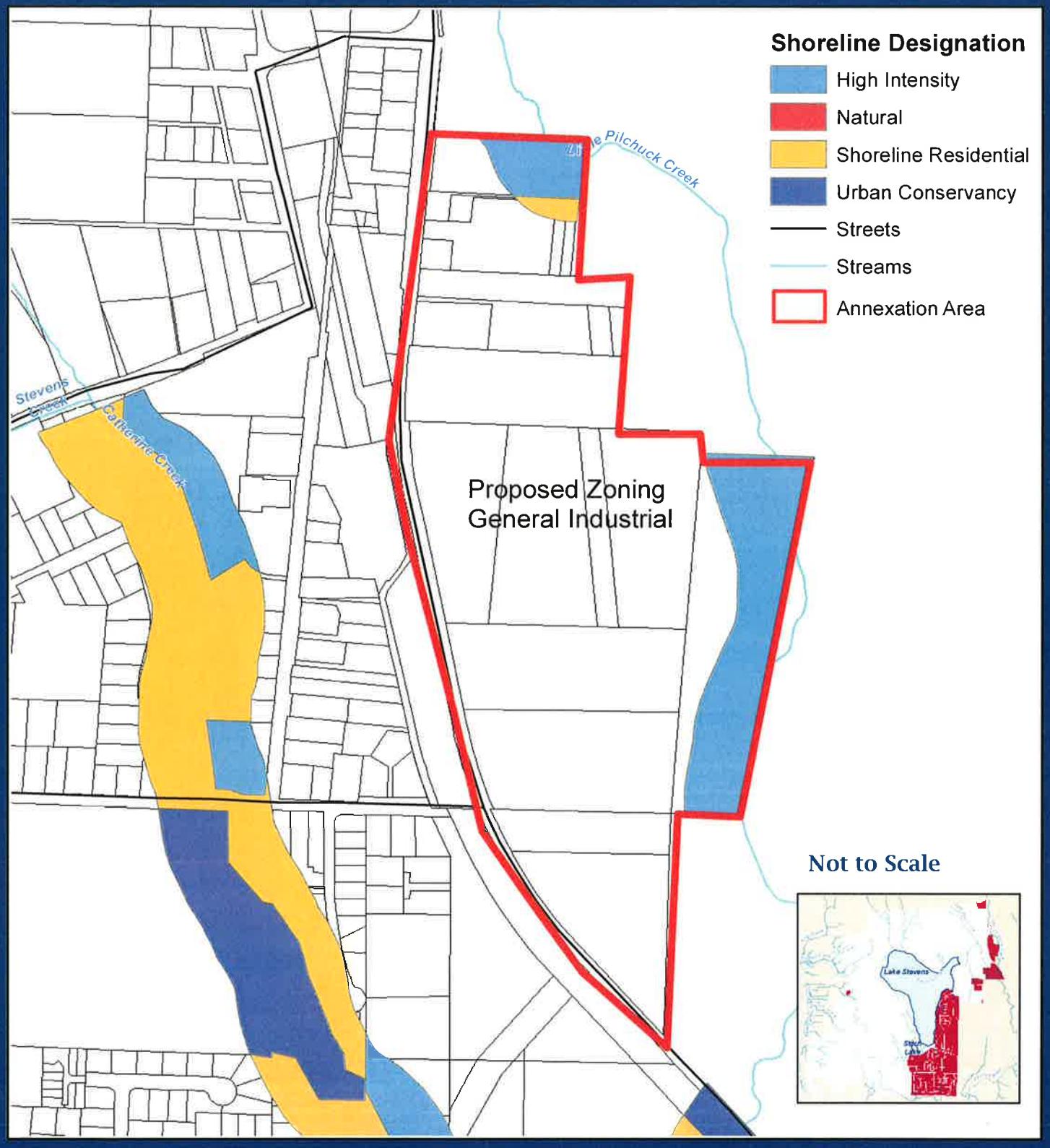
Who can I call for more information?

For questions regarding the annexation process or for general information regarding land use and zoning, Planning and Community Development at (425) 212-3315



Machias Industrial Annexation

March 2017





RECEIVED

AUG 21 2019



CITY OF LAKE STEVENS

NOTICE OF INTENT TO ANNEX – MACHIAS INDUSTRIAL ANNEXATION

DECLARATION

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

We, the undersigned, owning in excess of 10% of the total assessed valuation of the area formed by our property and that between and abutting the city of Lake Stevens; do hereby declare our intention to circulate a petition for annexation to the city of Lake Stevens, Washington under the direct petition method for the area attached as Exhibit A. It is acknowledged that this petition may consist of multiple documents filed separately.

AUTHORIZATION

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

Name of Property Owner (Print Clearly)	Signature of Property Owner	Date Signed	Property Address or Assessor's Parcel Number
Joseph A Sternola Trust		8-17-19	2317 N Machias Rd Lake Stevens, WA 98258-9226 • 29060900201400 • 29060900201500 • 29060900206500

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

all for more information?

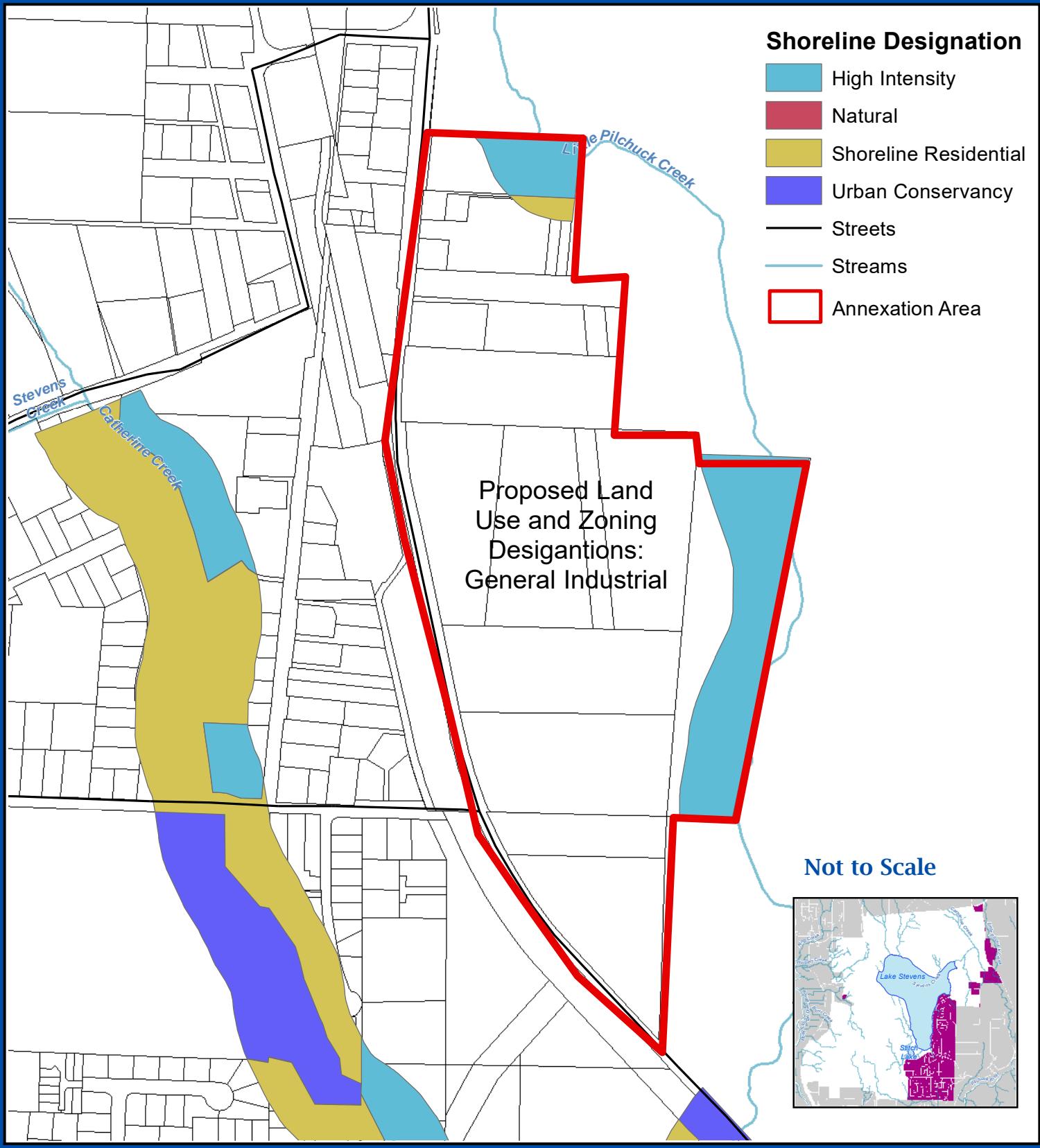
For questions regarding the annexation process or for general information regarding land use and zoning, Planning and Community Development at (425) 212-3315.



ATTACHMENT C

Machias Industrial Annexation

August 2019





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LAKE STEVENS CITY COUNCIL
STAFF REPORT

Council Agenda Date: August 27, 2019

Subject: Project # 18014: Frontier Village Access Improvement – Award of Contract

Contact / Department:	Eric Durpos Department of Public Works	Budget	\$600,900
		Impact:	<u>Incl. contingency</u>

RECOMMENDATION(S)/ACTION REQUESTED OF COUNCIL: Award Project # 18014: Frontier Village Access Improvement to and approve Public Works Contract with SRV Construction Inc. in the amount of \$522,518.50 with an authorized administrative contingency of \$78,381.50 (15%) for a total amount of \$600,900.

SUMMARY/BACKGROUND:

WSDOT has awarded and reallocated \$420,000 of State grant towards the construction of this project. The project is to improve Frontier Village Access from 4th Street NE. Project work includes the construction of 400 linear feet of new road, median island, sidewalks, driveway approach, ADA Ramps, and landscaping work.

The city issued a Request for Bid on July 26, 2019 and opened bids on August 20th, 2019. Eleven (11) responsive bids were received, with the lowest bid coming from SRV Construction, Inc. from Anacortes at \$522,518.50 and the highest bid from Hyatt Construction from Stanwood at \$623,393.46. The engineer's estimate for this project is \$664,500.

The remainder of the unallocated funds, within the approved budget for this project (\$143,600), is reserved for Construction Management Services for the construction of this project.

The contractor will be placing construction signs near the project site as a reminder to the businesses and general public. Work is expected to be completed before the end of this year.

APPLICABLE CITY POLICIES: NA

BUDGET IMPACT: \$600,900 including \$78,381.50 (15%) contingency is within the approved 2019 Budget. Approved amount for this project was \$744,500 (including Construction Management Cost).

ATTACHMENTS:

- Exhibit A: Public Works Contract
- Exhibit B: Project Vicinity Map
- Exhibit C: Bid Summary Table

EXHIBIT A

PUBLIC WORKS CONTRACT

This Contract is made and entered into in duplicate this _____ day of _____, 2019 by and between the City of Lake Stevens, a non-charter code city of the State of Washington, hereinafter referred to as "the City", and SRV Construction, Inc., a Washington corporation ("Contractor")

WITNESSETH:

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

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

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

1. Scope of Work.

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

18014-Frontier Village Access Improvement Project

in accordance with and as described in

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

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

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

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

- A. Time is of the essence in the performance of this Contract and in adhering to the time frames specified herein. The Contractor shall commence work within ten (10) calendar days after notice to proceed from the City and said work shall be physically completed within **40** working days after said notice to proceed, unless a different time frame is expressly provided in writing by the City.
- B. If said work is not completed within the time for physical completion, the Contractor may be required at the City's sole discretion to pay to the City liquidated damages as set forth in the Project Manual, for each and every day said work remains uncompleted after the expiration of the specified time.
- C. Termination of Contract.
 - 1. Except as otherwise provided under this Contract, either party may terminate this Contract upon ten (10) working days' written notice to the other party in the event that said other party is in default and fails to cure such default within that ten-day period, or such longer period as provided by the non-defaulting party. The notice of termination shall state the reasons therefore and the effective date of the termination.
 - 2. The City may also terminate this Contract in accordance with the provisions of Section 1-08.10 of the Standard Specifications.

3. Compensation and Method of Payment.

- A. The City shall pay the Contractor for work performed under this Contract as detailed in the bid, as incorporated in the Project Manual.
- B. Payments for work provided hereunder shall be made following the performance of such work, unless otherwise permitted by law and approved in writing by the City. No payment shall be made for any work rendered by the Contractor except as identified and set forth in this Contract.
- C. Progress payments shall be based on the timely submittal by the Contractor of the City's standard payment request form.
- D. Payments for any alterations in or additions to the work provided under this Contract shall be in accordance with the Request For Information (RFI) and/or

Construction Change Order (CCO) process as set forth in the Project Manual. Following approval of the RFI and/or CCO, the Contractor shall submit the standard payment request form(s).

E. The Contractor shall submit payment requests with a completed Application for Payment form, an example of which is included in the Attachments to this Contract. This form includes a lien waiver certification and shall be notarized before submission. Applications for payment not signed or notarized shall be considered incomplete and ineligible for payment consideration. The City shall initiate authorization for payment after receipt of a satisfactorily completed payment request form and shall make payment to the Contractor within approximately thirty (30) days thereafter.

4. Independent Contractor Relationship.

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

5. Prevailing Wage Requirements.

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

6. Indemnification and Hold Harmless.

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

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

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

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

7. Insurance.

A. **Insurance Term.**

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

B. **No Limitation**

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

C. Minimum Scope of Insurance

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

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

defense including costs and expenses incurred in the investigation, defense, or settlement of claims.

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

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

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

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

D. Minimum Amounts of Insurance.

The Contractor shall maintain the following insurance limits:

1. Automobile Liability insurance with a minimum combined single limit for bodily injury and property damage of \$1,000,000 per accident.
2. Commercial General Liability insurance shall be written with limits no less than \$3,000,000 each occurrence, \$3,000,000 general aggregate and a \$2,000,000 products-completed operations aggregate limit.
3. Required. Builders Risk insurance shall be written in the amount of the completed value of the project with no coinsurance provisions.
4. Required. Contractors Pollution Liability shall be written in the amounts set forth above.

E. City Full Availability of Contractor Limits.

If the Contractor maintains higher insurance limits than the minimums shown above, the City shall be insured for the full available limits of Commercial General and Excess or Umbrella liability maintained by the Contractor, irrespective of whether such limits maintained by the Contractor are greater than those required by this contract or whether

any certificate of insurance furnished to the City evidences limits of liability lower than those maintained by the Contractor.

F. Other Insurance Provisions.

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

G. Acceptability of Insurers.

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

H. Verification of Coverage.

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

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

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

I. Contractor's Insurance for Other Losses.

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

J. Subcontractors.

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

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

K. Waiver of Subrogation.

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

L. Notice of Cancellation of Insurance.

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

M. Failure to Maintain Insurance

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

8. Compliance with Laws.

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

9. Non-discrimination.

During the performance of this Contract, the Contractor shall comply with all applicable equal opportunity laws and/or regulations and shall not discriminate on the basis of race, age, color, sex, sexual orientation, religion, national origin, creed, veteran status, marital status, political affiliation, or the presence of any sensory, mental or physical handicap. This provision shall include but not be limited to the following: employment, upgrading, demotion, transfer, recruitment, advertising, layoff or termination, rates of pay or other forms of compensation, selection for training, and the provision of work and services under this Contract. The Contractor further agrees to maintain notices, posted in conspicuous places, setting forth the provisions of this nondiscrimination clause. The Contractor understands that violation of this provision shall be cause for immediate termination of this Contract and the Contractor may be barred from

performing any services or work for the City in the future unless the Contractor demonstrates to the satisfaction of the City that discriminatory practices have been eliminated and that recurrence of such discriminatory practices is unlikely.

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

10. Assignment and Subcontractors.

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

- F. The divisions and sections of the specifications and the identifications of any drawings shall not control the Contractor in dividing the work among subcontractors or delineating the work to be performed by any specific trade.
- G. Nothing contained in the contract documents shall create or be construed to create any relationship, contractual or otherwise, between the Owner and any subcontractor or assignee. Nothing in the contract documents shall create any obligation on the part of the Owner to pay or to assure payment of any monies due any subcontractor or assignee.
- H. The Contractor hereby assigns to the City any and all claims for overcharges resulting from antitrust violations as to goods and materials purchased in connection with this Contract, except as to overcharges resulting from antitrust violations commencing after the date of the bid or other event establishing the price of this Contract. In addition, the Contractor warrants and represents that each of its suppliers and subcontractors shall assign any and all such claims for overcharges to the City in accordance with the terms of this provision. The Contractor further agrees to give the City immediate notice of the existence of any such claim.
- I. In addition to all other obligations of the contractor, if the contractor does employ any approved subcontractor, the contractor shall supply to every approved subcontractor a copy of the form, provided in the project manual, to establish written proof that each subcontract and lower-tier subcontract is a written document and contains, as a part, the current prevailing wage rates. The contractor, each approved subcontractor and each approved lower-tier subcontractor shall complete and deliver the form directly to the City.

11. Contract Administration and Notices.

This Contract shall be administered for the City by the Grace Kane, Project Manager, and shall be administered for the Contractor by the Contractor's Contract Representative, Krysta Verbarendse. Unless stated otherwise herein, all notices and demands shall be in writing and sent or hand-delivered to the parties at their addresses as follows:

To City:

City of Lake Stevens
Attn: City Clerk
1812 Main Street (Physical Address)
Post Office Box 257 (Mailing Address)
Lake Stevens, WA 98258
Telephone: 425-622-9400
Email: kpugh@lakestevenswa.gov

To Contractor

SRV Construction Inc.
Attn: Krysta Verbarendse
P.O. Box 507
Anacortes, WA 98221
Telephone: 360-675-7100
Email: krysta@srvconstruction.com

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

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

13. **Severability**

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

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

14. **Non-Waiver.**

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

15. **Survival.**

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

16. **Authority.**

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

17. **Counterparts and Signatures.**

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

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

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

CITY OF LAKE STEVENS

CONTRACTOR BUSINESS NAME

By: _____
John Spencer, Mayor

By: _____
Krysta Verbarendse, Corporate Secretary

Attest:

Kathy Pugh, City Clerk

Approved as to Form:

Greg Rubstello, City Attorney

PERFORMANCE and PAYMENT BOND

Bond to the City of Lake Stevens

Bond # _____

KNOW ALL MEN BY THESE PRESENTS:

That we, the undersigned, _____ as Principal, and _____ a corporation, organized and existing under the laws of the State of Washington, as a surety corporation, and qualified under the laws of the State of Washington to become surety upon bonds of contractors with municipal corporations as surety, are jointly and severally held and firmly bound to the **City of Lake Stevens** in the penal sum of \$ _____ for the payment of which sum on demand we bind ourselves and our successors, heirs, administrators or personal representatives, as the case may be.

This obligation is entered into pursuant to the statutes of the State of Washington and the ordinances of the City of _____.

Dated at _____, Washington, this _____ day of _____, 20____.

The conditions of the above obligation are such that:

WHEREAS, the City of _____ has let or is about to let to the said _____ the above bounded Principal, a certain contract, the said contract being numbered **18014**, and providing for **Frontier Village Access Improvement** (which contract is referred to herein and is made a part hereof as though attached hereto), and

WHEREAS, the said Principal has accepted, or is about to accept, the said contract, and undertake to perform the work therein provided for in the manner and within the time set forth; now, therefore,

If the said Principal, _____, shall faithfully perform all of the provisions of said contract in the manner and within the time therein set forth, or within such extensions of time as may be granted under said contract, and shall pay all laborers, mechanics, subcontractors and materialmen, and all persons who shall supply said Principal or subcontractors with provisions and supplies for the carrying on of said work, and shall indemnify and hold the City of _____ harmless from any damage or expense by reason of failure of performance as specified in said contract or from defects appearing or developing in the material or workmanship provided or performed under said contract within a period of one year after its acceptance thereof by the City of _____, then and in that event, this obligation shall be void; but otherwise, it shall be and remain in full force and effect.

Signed this _____ day of _____, 20____.

By _____

By _____

Title

Title

Surety Address

Agent Address

Surety Contact and Phone Number

Agent Contact and Phone Number

ESCROW AGREEMENT for RETAINED PERCENTAGE

Frontier Village Access Improvement, Project 18014

Escrow No.: _____ City of _____ Contract No. **XX-XX**
Completion Date: _____

TO:

THIS ESCROW AGREEMENT is for the investment of the retained percentage of the above contract, in accordance with chapter 60.28 of the Revised Code of Washington. It is limited to FDIC insured Washington State Chartered Banks who are covered by the State of Washington Public Deposit Protection Act.

The undersigned, _____, (as "Contractor"), has directed the CITY OF LAKE STEVENS (as "City"), to deliver to you its warrants which shall be payable to you and/or the contractor. The warrants are to be held and disposed of by you in accordance with the following instruction:

INSTRUCTIONS

1. Upon delivery the warrants shall be endorsed by you and forwarded to the City for collection. You shall use the monies to purchase investments selected by the Contractor and approved by the City. You may follow the last written direction received by you from the Contractor, for each purchase, provided the direction otherwise conforms with this agreement. Acceptable investments are:
 1. Bills, certificates, notes or bonds of the United States;
 2. Other obligations of the United States or its agencies;
 3. Obligations of any corporation wholly owned by the Government of the United States;
 4. Indebtedness of the Federal National Mortgage Association;
 5. Time deposits in commercial banks;
 6. Other investments, except stocks, selected by the Contractor, subject to express prior written consent of the City.
2. The investments shall be in a form which allows you alone to reconvert them into money if you are required to do so by the City.
3. The investments must mature on or prior to the date set for the completion of the contract, including extension thereof or thirty (30) days following the final acceptance of the work.
4. When interest on the investments accrues and is paid, you shall collect the interest and forward it to the Contractor unless otherwise directed by the Contractor.
5. You are not authorized to deliver to the Contractor all or any part of the investments held by you pursuant to this agreement (or any monies derived from the sale of such investments, or the negotiation of the City's warrants) **except** in accordance with the written instructions from the City. Compliance with such instructions shall relieve you of any further liability related thereto.
6. In the event the City orders you, in writing, to reconvert the investments and return all monies, you shall do so within thirty (30) days of receipt of the order.
7. The Contractor agrees to compensate you for your services in accordance with your current published schedule of applicable escrow fees. Payment of all fees shall be the sole responsibility of the Contractor and shall not be deducted from any monies placed with you pursuant to this agreement until and unless the City directs the release to the Contractor of the investments and monies held hereunder, whereupon you shall be entitled to

reimburse yourself from such monies for the entire amount of your fee.

8. This agreement shall not be binding until signed by both parties and accepted by you.
9. This document contains the entire agreement between you, the Contractor, and the City, with respect to this Escrow, and you are not a party to, nor bound by any instrument or agreement other than this. You shall not be required to take notice of any default or any other matter, nor be bound by nor required to give notice or demand, nor required to take any action whatever except as herein expressly provided. You shall not be liable for any loss or damage not caused by your own negligence or willful misconduct.

CONTRACTOR

Federal Tax I.D. No. _____

By: _____

Title: _____

Address: _____

DATE: _____

CITY OF LAKE STEVENS

By: _____

Title: _____

DATE: _____

THE ABOVE ESCROW AGREEMENT RECEIVED AND ACCEPTED on the _____ day of _____ 20____.

BANK

By: _____

Title: _____

Address: _____

DISTRIBUTION:

City Clerk
Financial Institution
Contractor
File Copy

EXHIBIT B
Project Vicinity Map



MAP PROVIDED BY BING MAPS



SHEET NO. 1	 GEOTEST Geotechnical Environmental Construction Inspection Materials Testing Services	GeoTest Services Inc. www.geotest-inc.com 741 Marine Drive, Bellingham, WA 98225 20611 67th Ave. NE Unit A, Arlington, WA 98223 360.733.7318 (P) 360.733.7418 (F)	VICINITY MAP FRONTIER VILLAGE ACCESS 4TH STREET NE LAKE STEVENS, WASHINGTON 98258
GTS JOB NO: 18-0262			

EXHIBIT C
Bid Summary Table

Project Title:	Frontier Village Access Improvement
Project Number:	18014
Bid Opening:	8/20/2019 2pm
Engineering Estimate	\$ 664,500.00
Bidders Name:	
1 SRV CONSTRUCTION INC	\$ 522,518.50 Low Bidder
2 MARSHBANK CONSTRUCTION INC	\$ 542,638.00
3 THOMCO CONSTRUCTION INC	\$ 575,468.89
4 REDTAIL	\$ 577,488.00
5 KAMINS CONSTRUCTION	\$ 585,284.73
6 PONDEROSA PACIFIC INC	\$ 591,253.20
7 WELWEST CONSTRUCTION	\$ 596,136.00
8 RODARTE CONSTRUCTION, INC.	\$ 585,591.00
9 ROAD CONSTRUCTION NORTHWEST, INC	\$ 609,683.00
10 SHORELINE CONSTRUCTION CO.	\$ 654,615.00
11 HYATT CONSTRUCTION	\$ 656,981.50

= ORANGE highlighted cell shows adjusted numbers due to mathematical errors



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LAKE STEVENS CITY COUNCIL
STAFF REPORT

Council Agenda Date: August 27, 2019

Subject: Project # 18014: Frontier Village Access Improvement – Construction Management Services Authorization

Contact / Department:	Eric Durpos <u>Department of Public Works</u>	Budget	\$86,900
		Impact:	<u>Incl. contingency</u>

RECOMMENDATION(S)/ACTION REQUESTED OF COUNCIL: Authorize the Mayor to execute a Professional Services Agreement with Welch, Comer & Associates, Inc to administer State funded construction administration services for Project # 18014: Frontier Village Access Improvement in the amount of \$79,000 with an authorized 10% administrative contingency of \$7,900 for a total amount of \$86,900.

SUMMARY/BACKGROUND:

WSDOT has awarded and reallocated \$420,000 of State grant towards the construction of this project. The project is to improve Frontier Village Access from 4th Street NE. Project work includes the construction of 400 linear feet of new road, median island, sidewalks, driveway approach, ADA Ramps, and landscaping work.

The city issued a Request for Bid on July 26, 2019 and opened bids on August 20th, 2019. Eleven (11) responsive bids were received, with the lowest bid coming from SRV Construction, Inc. from Anacortes at \$522,518.5.

The remainder of the unallocated funds, within the approved budget for this project (\$143,600), will be utilized for Construction Management Services for the construction of this project. The Construction Management services will include but not limited to: site visits, construction observations, recordkeeping for change orders, daily reports, verify quantities and payment requests from contractor, inspection and verify material testing results.

APPLICABLE CITY POLICIES: NA

BUDGET IMPACT: Approved 2019 budget this project was \$744,500. \$600,900 (including 15% contingency) of will be used for Construction, to be performed by SRV Construction. The remaining \$143,600 is sufficient to cover construction administration services to be performed by Welch Comer & Associates in the amount of \$86,900.

ATTACHMENTS:

- A: Professional Services Agreement



PROFESSIONAL SERVICES AGREEMENT BETWEEN CITY OF LAKE STEVENS, WASHINGTON AND WELCH COMER & ASSOCIATES, INC. FOR CONSULTANT SERVICES

THIS AGREEMENT ("Agreement") is made and entered into by and between the City of Lake Stevens, a Washington State municipal corporation ("City"), and Welch, Comer & Associates, Inc., a foreign corporation authorized to do business in the State of Washington (Consultant").

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

ARTICLE I. PURPOSE

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

ARTICLE II. SCOPE OF SERVICES

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

ARTICLE III. OBLIGATIONS OF THE CONSULTANT

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

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

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

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

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

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

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

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

III.5 EMPLOYMENT.

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

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

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

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

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

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

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

III.6 INDEMNITY.

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

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

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

d. **Public Records Requests.**

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

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

III.7 INSURANCE.

a. **Insurance Term**

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

b. **No Limitation**

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

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

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

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

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

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

Consultant shall maintain the following insurance limits:

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

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

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

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

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

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

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

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

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

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

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

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

III.11 INDEPENDENT CONTRACTOR.

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

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

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

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

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

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

III.14 SUBCONTRACTORS/SUBCONSULTANTS.

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

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

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

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

ARTICLE IV. OBLIGATIONS OF THE CITY

IV.1 PAYMENTS.

a. The Consultant shall be paid by the City for services rendered under this Agreement as described in the Scope of Services and as provided in this section. In no event shall the compensation paid to Consultant under this Agreement exceed 79,000.00 without the written agreement of the Consultant and the City. Such payment shall be full compensation for work performed and services rendered and for all labor, materials, supplies, equipment and incidentals necessary to complete the work. In the event the City elects to expand the scope of services from that set forth in Exhibit A, the City shall pay Consultant a mutually agreed amount.

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

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

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

IV.3 MAINTENANCE/INSPECTION OF RECORDS.

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

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

b. Public Records.

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

ARTICLE V. GENERAL

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

To the City:

City of Lake Stevens
Attn: City Clerk
Post Office Box 257
Lake Stevens, WA 98258

To the Consultant:

Welch, Comer & Associates, Inc
Attn: Philip F. Boyd
350 E Kathleen Ave
Coeur d'Alene, ID 83815

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

WELCH, COMER & ASSOCIATES, INC.

By: _____
John Spencer, Mayor

By: _____
Philip F. Boyd, P.E., President

Approved as to Form:

By: _____
Greg Rubstello, City Attorney



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ATTACHMENT B

Project Vicinity Map

BUDGET IMPACT: Approved 2019 budget this project was \$744,500. \$600,900 (including 15% contingency) of will be used for Construction, to be performed by SRV Construction. The remaining \$143,600 is sufficient to cover construction administration services to be performed by Welch Comer & Associates in the amount of \$86,900.

ATTACHMENTS:

► A: Professional Services Agreement



MAP PROVIDED BY BING MAPS

500 FT





LAKE STEVENS CITY COUNCIL
STAFF REPORT

Council Agenda

Date: 27 Aug 2019

Subject: Purchase and Sale Agreement – South Lake Stevens Road Right of Way

Contact	Aaron Halverson	Budget	
Person/Department:	Public Works	Impact:	<u>\$22,000</u>

RECOMMENDATION(S)/ACTION REQUESTED OF COUNCIL: Authorize the Mayor to sign a Purchase and Sale Agreement to acquire 1,373 sq. ft. of property at 1529 S. Lake Stevens Road for \$22,000. This property acquisition is necessary to construct the South Lake Stevens Multi-Use Path project.

SUMMARY/BACKGROUND: Early in the design phase of the South Lake Stevens Multi-Use Path project it was discovered that a portion the property at 1529 S. Lake Stevens Road needs to be acquired to construct the project and as a matter of right-of-way housekeeping. The subject area extends into what is already improved roadway and road shoulder of S. Lake Stevens Road; extending 24.5 feet into the road/shoulder at the south end and 13.6 feet at the north end. The map included in the attached Exhibit A provides exact dimensions. This property acquisition will square the property boundary of 1529 S. Lake Stevens Road with the adjacent properties to the north and south and establish a consistent right of way line.

After several months of negotiations, the City has reached an agreement with the property owner to acquire the property for \$22,000.

APPLICABLE CITY POLICIES: N/A

BUDGET IMPACT: **\$22,000**

ATTACHMENTS:

- Exhibit A: Purchase and Sale Agreement for a portion of 1529 S. Lake Stevens Road (Parcel No. 00586900000505)

REAL ESTATE PURCHASE AND SALE AGREEMENT

THIS REAL ESTATE PURCHASE AND SALE AGREEMENT (this “Agreement”) is by and between Camarena Ezequiel, a married man as his sole and separate estate (“Seller”), and the City of Lake Stevens, a municipal corporation of the State of Washington (“Buyer”).

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

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

2. **Property to be Purchased.** Seller agrees to sell to Buyer, and Buyer agrees to purchase from Seller, the real property, together with any improvements thereon, located at Lake Stevens, Snohomish County, Washington (the “Property”) legally described in Exhibit A, attached hereto and incorporated herein by this reference as if specifically set forth.

Snohomish County Tax Parcel No.: 00586900000505

Street Address: 1529 S. Lake Stevens Rd.

3. **Purchase Price.** The purchase price for the Property shall be Twenty-Two Thousand Dollars and Zero Cents (\$22,000.00).

4. **Payment.** The Purchase Price shall be paid to Seller in U.S. dollars or its equivalent at closing.

5. **Earnest Money Deposit.** No earnest money deposit is to be paid.

6. **Title to Property.**

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

6.2 **Title Commitment.** Within seven (7) calendar days following the Buyer’s approval of this Agreement, Seller, at its expense, shall furnish to Buyer a preliminary title insurance commitment (the “Commitment”) covering the Property, issued by TICOR TITLE COMPANY (the “Title Company”), together with copies of all recorded documents listed as special exceptions therein. Buyer shall have twenty (20) calendar days after receipt of the Title Report and exceptions within which to notify Seller in writing of Buyer’s disapproval of any exceptions shown in the Title Report; provided, however, Buyer shall not be required to object to

any monetary liens or encumbrances. Subject to any monetary liens or encumbrances created by Buyer, Seller shall cause any such monetary liens or encumbrances to be removed on or before the Closing. Failure of Buyer to disapprove any exception within the twenty (20) calendar-day period shall be deemed an approval of the exceptions shown in the Title Report. As to any exceptions to title placed of record or first identified after issuance of the Title Report or revealed by any supplemental report, there shall be a thirty (30) day period after Buyer's receipt of the supplemental Title Report for Buyer to review and approve such exceptions on the same basis as provided above and the closing date shall be extended by such review period to accommodate such review.

6.3 Right to Cure Title Defects. If Buyer disapproves a title exception within the time period provided in Section 6.2, Seller shall have five (5) days following receipt of Buyer's objection to give Buyer written notice specifying which objectionable title exceptions, if any, Seller shall use commercially reasonable efforts to attempt to remove from title on or before the Closing. If Seller gives Buyer such notice, but Seller is unable, despite Seller's commercially reasonable efforts, to remove any such objectionable title defect on or before the Closing, Buyer may elect to either (i) terminate this Agreement, in which event all further rights and obligations of the parties shall cease; or (ii) waive Buyer's previous title objection and to proceed with the purchase of and take the Property subject to such exception, without any reduction in the Purchase Price and otherwise pursuant to the terms of this Agreement. If Seller either: (i) gives Buyer timely notice that Seller has elected not to attempt to remove all of the objected to title exceptions; or (ii) fails to give notice timely to Buyer, Buyer shall have five (5) calendar days after Buyer's receipt of Seller's notice or the expiration of the five (5) day time period, as applicable, to notify Seller in writing of Buyer's election to (a) proceed with the purchase of and take the Property subject to such previously disapproved exceptions without any reduction in the Purchase Price and otherwise pursuant to the terms of this Agreement; or (b) terminate this Agreement, in which event the parties thereafter shall be relieved of any further rights and obligations under this Agreement. If Buyer shall fail to notify Seller timely of its election to proceed under clause (a) above, Buyer shall be deemed to have elected to terminate this Agreement, in which event the parties thereafter shall be relieved of any further rights and obligations under this Agreement, and each party shall bear its own costs incurred under this Agreement.

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

7. Contingency and Permit Periods.

7.1 Buyer's Contingency Period. Buyer shall have Sixty (60) calendar days from the Effective Date (the "Contingency Period") to satisfy itself concerning the condition of soils; the suitability and condition of the Property; public support for the purchase and the feasibility of developing the Property for Buyer's intended use; and in addition, to satisfy all legal requirements affecting Buyer's purchase of the Property, including any necessary public hearings, comprehensive plan and code amendment.. Buyer shall diligently and continuously work to resolve and satisfy itself with respect to the foregoing matters. If Buyer determines (in its sole and complete discretion) that it is not satisfied with such matters, Buyer may, at any time on or before

5 p.m. (Pacific Time) on the last day of the Contingency Period, rescind this Agreement by giving written notice to Seller. In the event of such rescission, this Agreement thereafter shall be null and void and neither party shall have any obligation to the other. If Buyer does not notify Seller that it is rescinding this Agreement within the time period specified above, then the foregoing conditions shall be deemed waived. During the contingency period, Buyer may enter upon the property for purposes of inspection and testing. Buyer shall reimburse Seller for any damages it causes to the property during any inspection or testing and shall hold Seller harmless from any injuries to Buyer's officials, employees, consultant's or other representatives performing the testing or inspection, incurred on the property during such inspection or testing.

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

9. **Closing.**

9.1 **Closing Date.** This purchase and sale will be closed at the Title Company's Everett, WA. Office or other location agreed to by the parties. The closing ("Closing") will occur no later July 1, 2019. If Closing does not occur on or before the Closing Date, or any later date mutually agreed to in writing by Seller and Buyer (which date shall then become the "Closing Date"), the escrow agent shall immediately terminate the escrow and return all documents to the party that deposited them.

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

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

9.3.1 the duly executed and acknowledged Deed;

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

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

9.3.4 all documents and/or funds required to remove all monetary liens, encumbrances or assessments and to pay Seller's closing costs described in Section 9.6.1.

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

9.4.1 Cash in an amount sufficient to pay the Purchase Price, plus the Buyer's closing costs described in Section 9.6.2; and

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

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

9.6 **Closing Costs.**

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

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

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

9.8 **Condition Precedent to Buyer's Obligations.** Buyer's obligation to close the purchase of the Property in accordance with the terms of this Agreement is expressly conditioned on, and subject to satisfaction of the following condition precedent, which is intended solely for the benefit of Buyer. If the foregoing condition is not satisfied, Buyer shall have the right, at its sole election, either to waive the condition and proceed with the purchase or in the alternative, to pursue any of the remedies set forth in Section 12.1 of this Agreement.

9.8.1 **Performance by Seller.** Seller shall have timely performed all obligations required by this Agreement to be performed by it. If this condition is not satisfied, Buyer shall have the right, at its sole discretion, either to waive the condition in question and proceed with the purchase or in the alternative, to pursue any of the remedies set forth in Section 12.1 of this Agreement.

9.8.2 **Tree Removal.** Seller shall have caused the two large fir trees wrapped in ivy (identified as dead or dying) on the Seller's property to be removed no later than Ten (10) days prior to closing. See drawing of tree location on Exhibit B.

9.8.3 **Representations and Warranties.** All of Seller's representations and warranties contained in or made pursuant to this Agreement shall have been true and correct when made and shall be true and correct as of the Closing Date, and Seller shall have complied with all of Seller's covenants and agreements contained in or made pursuant to this

Agreement. If this condition is not satisfied, Buyer shall have the right, at its sole discretion, either to waive the condition in question and proceed with the purchase or in the alternative, to pursue any of the remedies set forth in Section 12.1 of this Agreement.

9.9 **Condition Precedent to Seller's Obligations.** Seller's obligation to sell the Property at Closing under this Agreement is expressly conditioned on, and subject to satisfaction of the following condition precedent, which is intended solely for the benefit of Seller. If the foregoing conditions are not satisfied, Seller shall have the right, at its sole election, to the remedy set forth in Section 12.2 of this Agreement.

9.9.1 **Performance by Buyer.** Buyer shall have timely performed all obligations required by this Agreement to be performed by it, EXCERPTING, the Buyer's obligation to construct an eight (8) foot wide driveway apron under Subsection 10.2.3 (a post-closing obligation).

10. **Representations and Warranties.**

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

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

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

10.1.3 **Non-foreign Status/At-Source Withholding.** Seller represents and warrants none of the individuals constituting the "Seller" are a "foreign person" as defined in Section 1445 of the Internal Revenue Code of 10954, as amended. Seller shall deliver to Buyer at Closing a Certificate of Non-foreign Status setting forth Seller's address and certifying that it is not a foreign person as so defined.

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

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

10.1.6 **Exiting Leases.** There are no existing leases on the Property.

10.1.7 **Environmental.** Seller has not generated, stored, released or disposed of any substance or material on the Property, the generation, storage or disposal of which is regulated under the Comprehensive Response, Compensation and Liability Act, 42 U.S.C. Section 9601 et seq., the Model Toxics Control Act (Chapter 70.105D RCW), or any comparable law, regulation, ordinance or order of any governmental body, except in compliance with such laws, regulations, ordinances or orders. Seller has obtained (and is in compliance with) all permits, licenses and other authorizations that are required under all federal, state and local environmental requirements customarily known to and followed by owners and operators of land similar to the Property and located in the area in which the Property is located, including any such laws, regulations or ordinances relating to emissions, discharges, releases or threatened releases of materials into the environment or otherwise relating to the use, treatment, storage, disposal, transport or handling of such materials. Neither Seller, nor to the best of Seller's knowledge, any prior owner, occupant or user of the Property has received any notice or other communications concerning any alleged violation of any environmental requirements. To the best of Seller's knowledge, there is not constructed, placed, deposited, stored, disposed of or located on the Property (i) any PCBs or transformers, capacitors, ballasts or other equipment which contains dielectric fluid containing PCBs; or (ii) any underground storage tanks. Any breach of this warranty prior to the Closing Date shall entitle the Buyer to terminate this Agreement. Upon such termination, the escrow will be terminated, all documents and other funds will be returned to the party who deposited them, and neither party will have any further rights or obligations under this Agreement except as otherwise provided in this Agreement.

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

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

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

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

10.2.3 **Driveway Apron Paving.** Buyer agrees to construct and Seller agrees to the Buyer's construction of an eight (8) foot wide driveway apron on the Seller's property as depicted on Exhibit C hereto. The paved driveway apron will prevent gravel from the Seller's driveway being dispersed on the Buyer's intended trail improvement, improving safety for trail users and lowering Buyer's maintenance costs.

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

12. **Default.**

12.1 **By Seller.** If there is an event of default under this Agreement by Seller, including, without limitation, the failure by Seller to satisfy any condition precedent pursuant to Sections 9.8, Buyer will be entitled (a) to seek specific performance of Seller's obligations under this Agreement; (b) to terminate this Agreement by written notice to Seller and Escrow Agent; and (c) if Buyer elects either option (a) or (b), as hereinbefore set forth, Buyer may obtain payment from Seller of all damages incurred by Buyer as a result of such default. If Buyer terminates this Agreement pursuant to this Section 12.1 the escrow will be terminated all documents will be immediately returned to the party who deposited them, and neither party will have any further rights or obligations under this Agreement, except as otherwise provided in this Agreement other than that Seller shall pay (i) to Buyer those costs and expenses which Buyer notifies Seller that Buyer has incurred in connection with this Agreement; (ii) all damages incurred by Buyer; and (iii) any costs of terminating the escrow and any cancellation fee for the Commitment.

12.2 **By Buyer.** In the event Buyer fails, without legal excuse, to complete the purchase of the Property, then the escrow will be terminated all documents will be immediately returned to the party who deposited them, and neither party will have any further rights or obligations under this Agreement, except as otherwise provided in this Agreement other than that Buyer shall pay (i) to Seller those costs and expenses which Seller notifies Buyer that Seller has incurred in connection with this Agreement; (ii) all damages incurred by Seller; and (iii) any costs of terminating the escrow and any cancellation fee for the Commitment.

13. **Miscellaneous.**

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

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

If to Seller, to: Camarena Ezequiel
1529 Lake Stevens Rd
Lake Stevens, WA 98258-4766
Ph: 425-319-9197

If to Buyer, to: City of Lake Stevens
Attn: City Administrator
1812 Main Street
PO Box 257
Lake Stevens, WA 98258-0257
Ph: 425-377-3230

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

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

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

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

13.6 **Entire Agreement.** This Agreement and the exhibits hereto constitute the entire agreement between the parties with respect to the purchase and sale of the Property and

supersede all prior agreements and understandings between the parties relating to the subject matter of this Agreement.

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

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

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

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

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

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

13.13 **Survival.** Sections 10.1, 10.2, 13.1, 13.4, 13.5, 13.7, 13.9, 13.11, 13.12 and 13.13 shall survive the Closing of this Agreement.

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

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

SELLER:

CAMERENA EZEQUIEL

By: Ezequiel Camarena
Camarena Ezequiel

Date: 7-19-19

By: _____

Date: _____

BUYER:

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

By: _____
Mayor

Date: _____

Attest:

By: _____
City Clerk

Date: _____

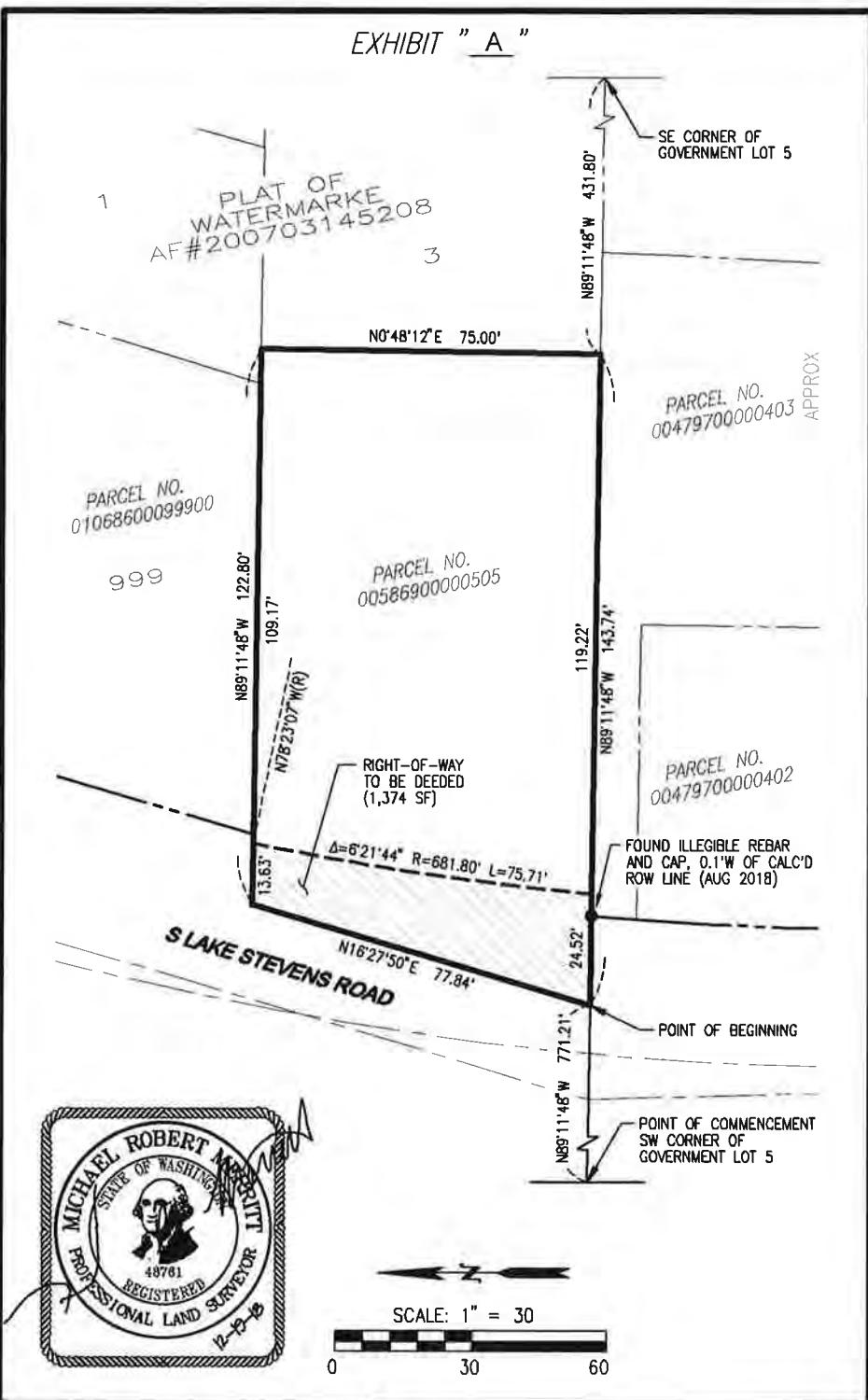
Approved as to Form:

City Attorney

By: _____

Date: _____

EXHIBIT "A"



THE CIVIL ENGINEERING GROUP

20210 142nd Avenue NE
Woodinville, WA 98072

www.LDCcorp.com

Engineering
Structural
Planning
Survey

Ph 425 806 1869
Fx 425 482 2893

**SOUTH LAKE STEVENS ROAD
RIGHT-OF-WAY ACQUISITION
EXHIBIT MAP**

NE 1/4, SW 1/4 OF SEC 19, TWN 29 N, RGE 6 E, W.M.,
CITY OF LAKE STEVENS, SNOHOMISH COUNTY, WASHINGTON

DRAWN BY: VJT	DATE: 12-19-18	DRAWING FILE NAME: C18121V-ROW-AC	SCALE: 1"=30'	JOB NUMBER: C18121
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EXHIBIT A
LEGAL DESCRIPTION

A PORTION OF GOVERNMENT LOT 5, SECTION 19, TOWNSHIP 29 NORTH, RANGE 6 EAST, W.M. BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS;

COMMENCING AT THE SOUTHWEST CORNER OF SAID GOVERNMENT LOT 5; THENCE SOUTH $89^{\circ}11'48''$ EAST ALONG THE SOUTH LINE OF SAID GOVERNMENT LOT 5, A DISTANCE OF 771.21 FEET TO THE EASTERLY MARGIN OF SOUTH LAKE STEVENS ROAD AND POINT OF BEGINNING;

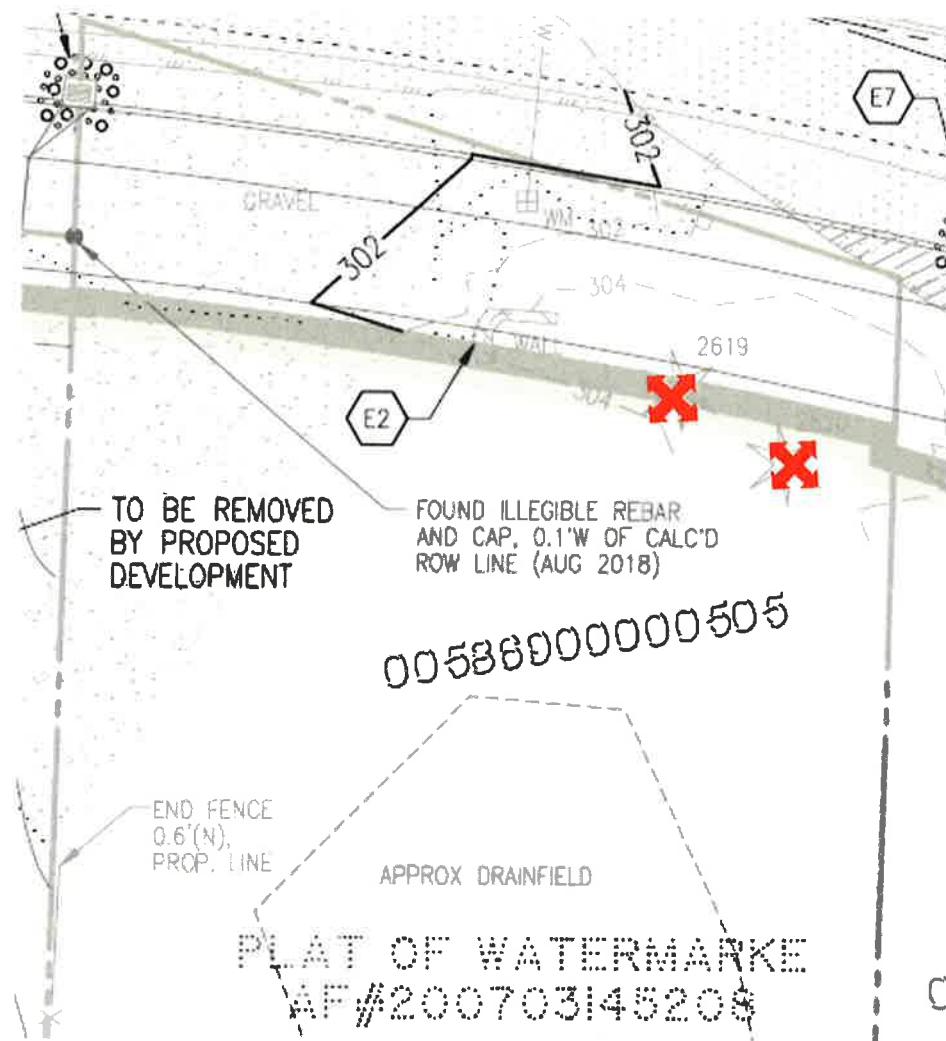
THENCE NORTH $16^{\circ}27'50''$ EAST ALONG SAID EASTERLY RIGHT-OF-WAY MARGIN OF SOUTH LAKE STEVENS ROAD, A DISTANCE OF 77.84 FEET TO A POINT WHICH LIES 75.00 FEET NORTH AT RIGHT ANGLE TO THE SOUTH LINE OF SAID GOVERNMENT LOT 5;

THENCE SOUTH $89^{\circ}11'48''$ EAST, A DISTANCE OF 13.63 FEET TO THE BEGINNING OF A NON-TANGENT CURVE TO THE LEFT FROM WHICH THE CENTER BEARS SOUTH $78^{\circ}23'07''$ EAST HAVING A RADIUS OF 681.80 FEET;

THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE $6^{\circ}21'44''$ FOR AN ARC LENGTH OF 75.71 FEET TO THE SOUTH LINE OF SAID GOVERNMENT LOT 5;

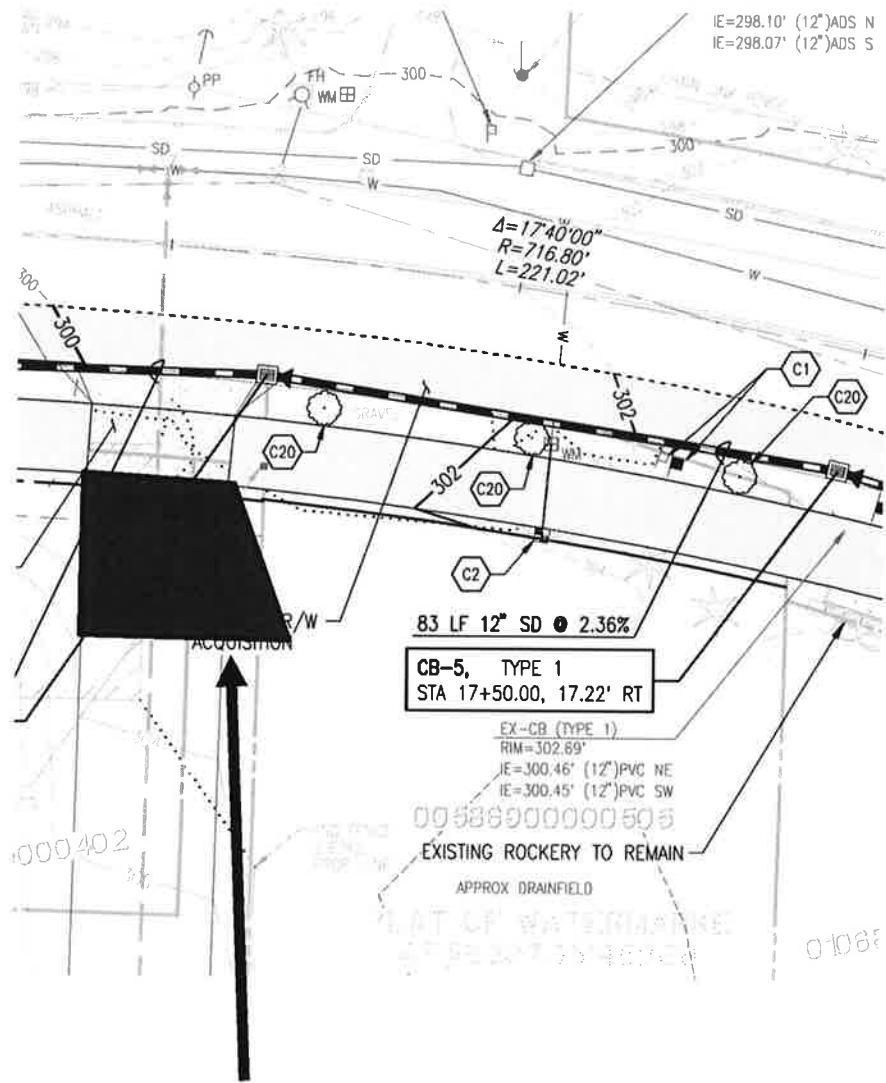
THENCE NORTH $89^{\circ}11'48''$ WEST ALONG SAID SOUTH LINE, A DISTANCE OF 24.52 FEET TO THE POINT OF BEGINNING.

Exhibit B
Tree Removal



✖ Tree to be removed by Seller

Exhibit C
Driveway Apron Paving



Eight (8) foot wide driveway apron



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LAKE STEVENS CITY COUNCIL
STAFF REPORT

Council Agenda

Date:

8/27/2019

Subject: Human Resources Director Salary Update

Contact	Teri Smith/Human Resources	Budget
Person/Department:	Gene Brazel/City Administrator	Impact:

RECOMMENDATION(S)/ACTION REQUESTED OF COUNCIL:

Authorize a change to the Human Resource Director classification from salary range NRE64 to NRE70 effective upon hire of the new director.

SUMMARY/BACKGROUND:

When a non-represented position becomes vacant, it is a practice to review the job description as well as conduct an internal and external salary review prior to recruitment. This helps to ensure we are competitive and attractive to potential candidates. Due to internal equity considerations, the City Administrator and Mayor requested a salary survey of the city's other director classifications at the same time as the HR Director classification. I also included the City Administrator classification for a complete salary review of the executive level classifications. A review and update to the Human Resources Director job description was completed (Exhibit A).

The list of comparable cities approved by council on 11/14/17 was used for the salary survey, with one exception. The city of Kenmore, while it fits our parameters, has a different business model in most instances. I have discovered through bargaining, as well as several non-represented salary reviews, that Kenmore has very few classifications that are a match to ours; for that reason, I have not included Kenmore. The cities surveyed include: Anacortes, Arlington, Burien, Lynnwood, Marysville, Mill Creek, Monroe, Mt. Vernon, Mountlake Terrace, Mukilteo, SeaTac, and Tukwila.

RECOMMENDATION:

Upon reviewing related classifications within the comparable cities, the current salary range of the Lake Stevens HR Director is 13.23% below, based on the maximum step of our range versus the average of the maximum step of cities with similar positions. A review of the other executive classifications showed the following differences from the averages, based on the maximum step of our range: Community Development Director, -0.70%; Finance Director, -4.47%; Public Works Director, -7.94%; Police Chief, -0.34%; and City Administrator, -1.16%. See Exhibit B for the survey information.

In light of this information and a review of internal equity among the directors, it is recommended placing all director classifications (excluding Police Chief) at the same salary range, Range 70. See Exhibit C for the current non-represented exempt salary schedule.

Seven of the cities follow the same structure of placing their directors at the same range. The outcome is an increase from the current salaries for the classifications as follows: 2.5% for Planning & Community Development Director; 7.69% for Finance Director; 15.97% for Human Resources Director; 7.69% for Public Works Director. This will bring us into the market average, or slightly exceed: 1.8% above for Planning & Community Development Director; 3.22% above for Finance Director; 2.74% above for Human Resources Director; and on par for the Public Works Director.

The Police Chief is historically separate from the group of directors as that classification usually trends higher in salary due to its unique characteristic, as evidenced by our comparable cities, and the survey indicates our pay for that classification is on par. Similarly, seven of the comparable cities also have a separate salary range for their Police Chief from their directors.

For recruiting purposes, it is recommended that the HR Director salary range be increased at this time to reflect the current market conditions. The change in salary range for the other directors will be included in the budget process for 2020; the incumbents would be placed in the new range at the step closest to their current salary which does not create a decrease.

APPLICABLE CITY POLICIES:

BUDGET IMPACT: N/A

ATTACHMENTS:

- Exhibit A: Human Resources Director Job Description
- Exhibit B: Survey Information
- Exhibit C: Non-Represented Exempt Salary Schedule

EXHIBIT A

**CITY OF LAKE STEVENS
POSITION DESCRIPTION**

POSITION TITLE:	Human Resources Director
DEPARTMENT:	Human Resources
REPORTS TO:	City Administrator
CLASSIFICATION:	Human Resources Director
SALARY RANGE:	NRE70
EFFECTIVE DATE:	9/1/19
REVISION DATES:	3/28/17

POSITION PURPOSE:

This is an executive level position and part of a collaborative work team. Responsibilities involve strategic leadership in developing, implementing, and managing the services, programs, and activities of the Human Resources Department and risk management functions.

Work is characterized by managerial and professional level administration of functions such as organizational development; human resources legal compliance; personnel policies; recruitment, selection, and retention of employees; compensation and benefits; safety and risk management; employee development and training; and labor relations. Supervises assigned positions.

Work is performed with long range managerial direction. City Administrator provides administrative direction in terms of broadly defined missions or functions. Incumbent has total responsibility for their work. Results of work are considered to be technically authoritative and are normally accepted without significant change. Work may be reviewed for fulfillment of organizational objectives, effect/advice and influence of the overall programs in area of responsibility, and the contribution to meeting the council's goals.

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

- Plans, organizes and directs all human resources and risk management services and activities; recommends and administers personnel policies and procedures.
- Conducts and directs labor relations negotiations; serves as Chief Negotiator as assigned; administers collective bargaining agreements; reviews and resolves grievances and other labor issues; advises and updates Mayor, City Council and departments regarding negotiation status. Assists departments with matters and concerns related to labor relations.
- Oversees the City's recruitment and selection processes; serves as or delegates the Civil Service Secretary/Chief Examiner; oversees the Civil Service Rules and Regulations and examinations.
- Administers the risk management program; serves as city's primary delegate to Washington Cities Insurance Authority (WCIA); assesses the risk of loss encountered by the City; develops risk reduction, transfer and prevention practices and policies; assists City Clerk with appropriate contract language in professional service agreements, leases, etc.; reports incidents, injuries, accidents and losses. Serves as the city's Claims Agent per RCW 4.96.020 and receives all claims for damages pursuant to Chapter 4.96 RCW.

- Provides strategic planning and analysis of organizational structure, training, development and performance evaluations of staff in collaboration with the Mayor, City Administrator, department directors and staff.
- Administers and maintains the employee classification and compensation plan, involving preparing and revising job descriptions, performing reclassification analysis, and recommending position assignments to appropriate salary ranges.
- Administers federal, state, and City regulations including Fair Labor Standards Act, OSHA/WISHA, Family and Medical Leave Act; serves as Affirmative Action and EEOC Officer.
- Administers employee benefits programs; recommends appropriate changes. Oversees ADA and wellness programs; coordinates wellness program with AWC Benefit Trust; oversees benefits fair events.
- Supervises, trains and evaluates performance of assigned staff, with tasks such as coordinating, planning, assigning and reviewing work; interviewing and hiring for assigned positions; rewarding and disciplining employees; addressing and resolving complaints; approve/deny leave requests.
- Provides support and guidance to department heads and other supervisory personnel regarding personnel policies and procedures, conflict identification and resolution, training, disciplinary actions, and other sensitive personnel issues; reviews disciplinary issues and advises on legal and appropriate degree of action.
- Develops and manages the department budget and implementation of human resources goals, objectives, policies and priorities for each assigned service area.
- Interprets personnel policies and procedures and responds to requests for information and assistance from employees, outside agencies, and the public.
- Researches and assesses the impact of new legislation and case law and recommends changes to the City's personnel policies or practices.
- Coordinates the City's safety program; develops policies and procedures and ensures compliance with OSHA/WISHA regulations; serves as liaison to Labor and Industries for work-related injuries and illnesses.
- Oversees and maintains official personnel files and related files in accordance with policies, laws, regulation and best practices.
- Represents the department and/or the executive branch to other city departments, elected officials, outside agencies and the community; coordinates activities with others.
- Attends and participates in professional group meetings; stays abreast of new trends and innovations in the field of human resource management.
- Responds to and resolves difficult and sensitive inquiries and complaints.
- Works with the City Clerk's Office in the maintenance of department records and preparing documentation in response to requests for public record.

PERIPHERAL DUTIES

- Perform other duties as assigned.

PHYSICAL DEMANDS AND WORK ENVIRONMENT:

The physical demands described here are representative of those that must be met by an employee

to successfully perform the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

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

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

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

Regular and reliable attendance is an essential function of this position.

Evening or variable hours to attend meetings is required.

QUALIFICATIONS:

Education, Training and Experience Guidelines

Education: Bachelor's degree from an accredited post-secondary educational institution with major course work in business, public administration or a related field; and

Experience: Six (6) years of municipal Human Resources management experience in a unionized environment, including three (3) years in a supervisory capacity;

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

LICENSE, CERTIFICATE OR OTHER REQUIREMENTS:

- Valid Washington State driver's license; and a driving record which meets the city's requirements.
- Master's degree in business, public administration or a related field, preferred.
- Society for Human Resource Management (SHRM) Certified Professional (SHRM-CP) or Senior Certified Professional (SHRM-SCP) certification, preferred.
- HR Certification Institute (HRCI) – Professional in Human Resources (PHR) or Senior Professional in Human Resources (SHPR), preferred.
- Experience in recruitment of private sector construction trades, desired.
- Completion of position-relevant background check.

Knowledge of:

- Principles and practices of administering human resources and risk management programs.
- Principles and practices of public personnel administration, labor relations and union contract administration.
- Federal, State and local safety laws and regulations.
- Principles, practices, regulations and techniques in the field of risk management.
- State of Washington Industrial Insurance Act relating to provisions covering claims and payments.
- Equal Employment and Affirmative Action laws, procedures and requirements.

- Research methods, data collection and sampling techniques and statistical analysis.
- Oral and written communication skills.
- Federal, State and local laws, rules and regulations related to assigned activities.

Ability to:

- Maintain regular, predictable and reliable attendance.
- Plan, assign and direct the work of the department.
- Maintain confidentiality and communicate with tact and diplomacy.
- Participate as a contributing member of a service-oriented team.
- Administer, develop and implement full-service City human resources and risk management programs, policies, programs and projects.
- Provide human resources and risk management services and advice to City departments and employees.
- Perform a variety of professional human resources duties involving recruitment, selection, testing and classification analysis.
- Advise departments concerning a variety of human resources and risk management matters.
- Perform specialized and technical duties related to the recruitment, examination, selection, employment and termination of employees.
- Train, supervise and evaluate personnel.
- Read, interpret, apply and explain rules, regulations, contract requirements, policies and procedures.
- Analyze situations accurately and adopt an effective course of action.
- Communicate effectively both orally and in writing.
- Establish and maintain cooperative and effective working relationships with others.
- Plan and organize work for maximum efficiency.
- Establish and maintain effective working relationships with staff, management, vendors, outside agencies, community groups and the general public; present a positive image of the City in a variety of circumstances.
- Demonstrate positive and effective interaction and communication with individuals of diverse social and economic backgrounds.

Skilled in:

- Modern office practices, procedures and equipment including personal computers and related software such as word processing, spreadsheet programs and web-based management systems.
- Demonstrating effective interpersonal skills using tact, patience and courtesy.
- Understanding and following oral and written directions.
- Compiling, organizing, summarizing and communicating complex, detailed material for all audiences.
- Maintaining a variety of complex filing systems, records, and reports.
- Effective analysis, interpretation and documentation of research projects.
- Effective public speaking in front of City Council, boards, commissions, employees, and/or external venues.

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

EMPLOYEE NAME (printed)

EMPLOYEE ACKNOWLEDGEMENT

____ / ____ / ____
DATE

EXHIBIT B – Survey Information

Director/City Administrator Salary Survey
Reviewed August 2019

Lake Stevens Job Title	Range	Lake Stevens		Anacortes		Arlington		Burien		Lynnwood		Marysville		Mill Creek	
		Minimum	Maximum	Minimum	Maximum	Minimum	Maximum	Minimum	Maximum	Minimum	Maximum	Minimum	Maximum	Minimum	Maximum
City Administrator	80	14,536		9,971	11,599	14,673		14,167	10,814	13,920		18,307		14,583	
Community Development Director	69	9,940	12,578		9,980	10,105	12,558	11,387	13,840	10,814	13,920	12,305	15,750		
Finance Director	67	9,461	11,971		9,980	10,105	12,558	11,387	13,840	12,002	15,451	12,920	16,538	8,958	11,788
Human Resources Director	64	8,786	11,117	7,514	8,457	9,756	12,613	11,387	13,840	10,814	13,920	10,655	13,366	7,370	9,698
Police Chief	71	10,443	13,214		10,582	10,565	13,129	contracts w/ King Co		12,171	15,668	13,581	17,365	9,406	12,996
Public Works Director	67	9,461	11,971		10,628	10,105	12,558	11,387	13,840	12,002	15,451	13,581	17,365	8,958	11,788
Lake Stevens Job Title	Range	Lake Stevens		Monroe		Mt Vernon		Mountlake Terrace		Mukilteo		SeaTac		Tukwila	
		Minimum	Maximum	Minimum	Maximum	Minimum	Maximum	Minimum	Maximum	Minimum	Maximum	Minimum	Maximum	Minimum	Maximum
City Administrator	80	14,536		9,564	14,138	no position			12,584	10,200	11,571		15,000	11,512	14,970
Plan & Com Devel Director	69	9,940	12,578	7,980	12,235	9,744	11,368	9,667	11,373	9,520	11,572	10,579	13,542	10,136	13,180
Finance Director	67	9,461	11,971	7,980	12,235	10,071	11,750	9,667	11,373	9,520	11,572	10,579	13,542	10,136	13,180
Human Resources Director	64	8,786	11,117	7,980	12,235	8,601	10,034	5,009	6,732	7,350	8,934	10,579	13,542	10,136	13,180
Police Chief	71	10,443	13,214	9,249	13,668	10,071	11,750	11,573	12,334	9,426	11,458	contracts w/ King Co		10,489	13,641
Public Works Director	67	9,461	11,971	7,980	12,235	9,744	11,368	9,667	11,373	9,520	11,572	10,579	13,542	10,489	13,641

Indicates the position is not a match to Lake Stevens, and not used in the analysis

Lake Stevens Job Title	Range	Lake Stevens		Average		Difference		PROPOSAL		Increase Over Curren	Difference from Average
		Minimum	Maximum	Minimum	Maximum	(Based on Maximum)	Range 70				
City Administrator	80	14,536		10,872	14,705	-1.16%		No change			
Plan & Com Devel Director	69	9,940	12,578	10,224	12,665	-0.70%		10,189	12,892	2.50%	1.80%
Finance Director	67	9,461	11,971	9,931	12,506	-4.47%		10,189	12,892	7.69%	3.22%
Human Resources Director	64	8,786	11,117	9,644	12,587	-13.23%		10,189	12,892	15.97%	2.74%
Police Chief	71	10,443	13,214	10,726	13,259	-0.34%		No change			0
Public Works Director	67	9,461	11,971	10,475	12,921	-7.94%		10,189	12,892	7.69%	-0.25%

EXHIBIT C – Current Salary Schedule for Exempt (Non-Represented) Positions



AKE STEVENS CITY COUNCIL
STAFF REPORT

Council Agenda Date: August 29, 2019

Subject: Replacement of Fleet Vehicles

Contact Person/Department: John Dyer, Chief of Police

Budget Impact: \$207,778.63

RECOMMENDATION(S)/ACTION REQUESTED OF COUNCIL:

Approve 2019 ordering of four vehicles scheduled to be replaced in 2020

The Police Department has over 30 vehicles in the Police Department fleet. To keep the fleet in operation, as well as to help create a reliable and stable funding model, which does not fluctuate greatly from year to year, we have created a replacement cycle for the fleet vehicles. The replacement schedule is based on 5 years for a patrol vehicle and 10 years for non-line vehicle. The reasoning for this estimate is:

1. This is the average in which these vehicles reach 100,000 miles. Our experience is that these vehicles, which are used much differently than non-police vehicles, start to experience increased maintenance costs after 100,000 miles. The city experiences better value at auction when vehicles are not "run into the ground" and have extensive repair histories.
2. By using a mileage guide for replacement, we can create a level replacement cycle, which avoids huge fluctuations in budgeting, thus being able to plan for a stable vehicle fleet.
 - The time needed for a line vehicle (patrol vehicle) to reach 100,000 averages five years.
 - The time needed for a non-line vehicle to reach 100,000 averages ten years.
 - When we get to those limits, we then look at the maintenance records to see if the vehicle is experiencing additional maintenance costs, which makes the replacement of the vehicle cost effective.

Police vehicles are purchased out of the Law Enforcement 520 Capital replacement funds. Currently, \$210,000 has been budgeted in 2019 for the 520 Fund. The full cost of these replacements is \$207,778.16.

2020 Vehicle Purchase Request / Hybrid System	
2020 Ford PI SUV / Patrol (Replace PT-15-62)	\$ 59,381.34
2020 Ford PI SUV / Patrol (Replace PT-15-63)	\$ 58,288.34
2020 Ford PI SUV / Patrol (Replace PT-15-64)	\$ 62,004.54
2019 Ford Connect 150 Van / Evidence (Replace A-08-39)	\$ 28,103.95
Total:	\$ 207,778.16

Council is requested to authorize the order of 4 Police Vehicles in 2019. To get 2020 models, we need to order before mid-September 2019. If we wait until January of 2020 to order the vehicles, we will be looking at a delivery date of late 2020 for a 2021 model. Three points of note:

- The \$207,778.16 figure is full cost. We can recycle equipment which will cause this figure to come down some.

- In 2020, Ford will be moving to a Hybrid platform for its SUV Police vehicle. The fuel savings with the hybrid system are projected to be about 40%. This would be a significant savings to our fuel budget.

3.3 Naturally Aspirated Engine	
Pro	Con
<ul style="list-style-type: none"> • Less expensive per unit • Similar or slightly better fuel economy • Reliable engine platform from Ford 	<ul style="list-style-type: none"> • Lower power to weight ratio • Slower • Less responsive to throttle input • Must achieve higher speeds to catch violator
3.3. Hybrid Engine	
Pro	Con
<ul style="list-style-type: none"> • Fuel savings - up to 40% • Least expensive 5-year total cost • Slight increase in responsiveness from current platform 	<ul style="list-style-type: none"> • More expensive per unit
3.0 Ecoboost Engine	
Pro	Con
<ul style="list-style-type: none"> • Power to Weight Ratio is highest • Reliable engine platform from Ford • Best track and handling characteristics according to testing 	<ul style="list-style-type: none"> • Most expensive per unit • Lower MPG rating - likely consistent with current model • Most expensive 5-year total cost

- The naturally aspirated engine platform is smaller than what we currently have with the 3.7 naturally-aspirated engine. Ford was able to maintain the horsepower rating. The fuel economy is projected to be about the same as the current platform. The Ecoboost platform has a smaller displacement than the current Ecoboost engine but produces 15 more horsepower than previous Ecoboost model to 400. The fuel economy is not yet posted, but it will likely remain consistent with what we currently experience in the 3.7 naturally-aspirated engines (11 mpg.)

We are recommending, based on department needs, and total operating cost over 5 years, that we move ahead with the hybrid version.

The supporting documentation included consists of our fleet replacement plan, the specific requests for the 4 vehicles being requested and the list of equipment that goes into a fleet vehicle.

APPLICABLE CITY POLICIES:

BUDGET IMPACT:

The budget impact is difficult to estimate:

- The initial equipment purchase would include: See Exhibit C

ATTACHMENTS:

- ▶ Exhibit A: Fleet replacement Schedule
- ▶ Exhibit B: Request for new vehicles
- ▶ Exhibit C: Fleet vehicle equipment

Attachment A

Attachment B

2020 Departmental Budget Request

Item Requested:	Vehicle: Patrol
Description of Request:	2020 Ford PI Utility Hybrid
Additional items needed to put request into service (equipment, storage, training, accessories)	See below and attached *Will use as much equipment from replaced vehicle as possible, which will reduce costs
Please provide an explanation of the purpose of the project or program	Ongoing replacement cycle. This will replace vehicle# PT62, which has 79,856 miles, and a diminishing maintenance record (see below).
Is this project/program expected to span more than one calendar of year?	Yes
Cost:	\$59,3881.34
Additional costs related to putting item into service	Insurance
future annual costs (upgrades/renewals)	Fuel, maintenance, insurance
Anticipated Fund	
Anticipated Budget Line	
Prepared By:	Dyer
Department Head Initials: (if other than preparer)	

2020 Patrol Vehicle Purchases					
Vehicle	Base Price	Tax	Equipment	Install	Total
2020 Ford PI Utility Hybrid	\$46,533.00	\$ 3,908.77	\$ 6,939.57	\$2,000.00	\$59,3881.34
2020 Ford Interceptor Pursuit-Rated AWD SUV					
Whelen CenCom Carbide Control Head	1	\$ 1,000.00	\$ 1,000.00		
Whelen Projector Series Speaker/Bracket	1	\$ 200.00	\$ 200.00		
Existing Lightbar Refurb	1	\$ -	\$ -		
Motorola APX6500	1	\$ 3,408.00	\$ 3,408.00		
Havis Center Printer Console w/Accessories	1	\$ 1,161.11	\$ 1,161.11		
Patrol Supplies	1	\$ 579.99	\$ 579.99		
		Subtotal	\$ 6,349.10		
		Tax	\$ 590.47		
		Total	\$ 6,939.57		

PT-15-62		
Maintenance by	Completion date	Repair Cost
County Shop	02/17/2017	\$ 2,693.61
County Shop	05/03/2017	\$ 473.27
County Shop	05/24/2017	\$ 237.24
County Shop	06/26/2017	\$ 101.02
County Shop	08/03/2017	\$ 457.36
Rairdon Dodge	10/04/2017	\$ -
County Shop	12/01/2017	\$ 3,087.41
County Shop	01/29/2018	\$ 106.74
County Shop	02/28/2018	\$ 273.08
Everett Tire & Automotive	07/31/2018	\$ 709.76
Everett Tire & Automotive	10/15/2018	\$ 2,246.66
Everett Tire & Automotive	01/22/2019	\$ 454.04
Everett Tire & Automotive	03/25/2019	\$ 2,104.08
Everett Tire & Automotive	06/21/2019	\$ 1,306.96
		\$ 14,251.23

Item Requested:	Vehicle: Patrol
Description of Request:	2020 Ford PI Utility Hybrid
Additional items needed to put request into service (equipment, storage, training, accessories)	See below and attached *Will use as much equipment from replaced vehicle as possible, which will reduce costs
Please provide an explanation of the purpose of the project or program	Ongoing replacement cycle. This will replace vehicle# PT63, which has 79,918 miles, and a diminishing maintenance record
Isthis project/program expected to span more than one calendar of year?	Yes
Cost:	\$58,288.34
Additional costs related to putting item into service	Insurance
future annual costs (upgrades/renewals)	Fuel, maintenance, insurance
Anticipated Fund	
Anticipated Budget Line	
Prepared By:	Dyer
Department Head Initials: (if other than preparer)	

2020 Patrol Vehicle Purchases					
Vehicle	Base Price	Tax	Equipment	Install	Total
2020 Ford PI Utility Hybrid	\$46,533.00	\$3,908.77	\$ 5,846.57	\$2,000.00	\$58,288.34
2020 Ford Interceptor Pursuit-Rated AWD SUV					
Existing Whelen CenCom Control Head	1	\$ -	\$ -		
Whelen Projector Series Speaker/Bracket	1	\$ 200.00	\$ 200.00		
Existing Lightbar Refurb	1	\$ -	\$ -		
Motorola APX6500	1	\$3,408.00	\$ 3,408.00		
Havis Center Printer Console w/Accessories	1	\$1,161.11	\$ 1,161.11		
Patrol Supplies	1	\$ 579.99	\$ 579.99		
		Subtotal	\$ 5,349.10		
		Tax	\$ 497.47		
		Total	\$ 5,846.57		

PT-15-63		
Maintenance by	Completion date	Repair Cost
County Shop	01/05/2017	\$ 1,001.04
County Shop	03/30/2017	\$ 1,000.59
County Shop	04/03/2017	\$ 300.58
County Shop	05/16/2017	\$ 374.01
County Shop	06/01/2017	\$ 1,549.89
County Shop	08/07/2017	\$ 255.09
County Shop	09/29/2017	\$ 51.93
County Shop	10/29/2017	\$ 191.39
Rairdon Dodge	12/21/2017	\$ 421.94
County Shop	12/29/2017	\$ 294.16
County Shop	01/24/2018	\$ 157.48
County Shop	02/15/2018	\$ 1,213.89
Everett Tire & Automotive	04/25/2018	\$ 91.52
Everett Tire & Automotive	05/25/2018	\$ 320.59
Everett Tire & Automotive	08/03/2018	\$ 490.70
Everett Tire & Automotive	09/05/2018	\$ 818.66
Everett Tire & Automotive	10/06/2018	\$ 807.76
Everett Tire & Automotive	02/23/2019	\$ 786.25
Everett Tire & Automotive	03/11/2019	\$ 107.51
Everett Tire & Automotive	08/08/2019	\$ 1,951.66
		\$ 12,186.64

Item Requested:	Vehicle: Patrol
Description of Request:	2020 Ford PI Utility Hybrid
Additional items needed to put request into service (equipment, storage, training, accessories)	See below and attached *Will use as much equipment from replaced vehicle as possible, which will reduce costs
Please provide an explanation of the purpose of the project or program	Ongoing replacement cycle. This will replace vehicle# PT64, which has 67,829 miles, and a diminishing maintenance record
Is this project/program expected to span more than one calendar of year?	Yes
Cost:	\$62,004.54
Additional costs related to putting item into service	Insurance
future annual costs (upgrades/renewals)	Fuel, maintenance, insurance
Anticipated Fund	
Anticipated Budget Line	
Prepared By:	Dyer
Department Head Initials: (if other than preparer)	

2020 Patrol Vehicle Purchases					
Vehicle	Base Price	Tax	Equipment	Install	Total
2020 Ford PI Utility Hybrid	\$46,533.00	\$3,908.77	\$ 9,562.77	\$2,000.00	\$62,004.54
2020 Ford Interceptor Pursuit-Rated AWD SUV					
Whelen CenCom Carbide Control Head	1	\$ 1,000.00	\$ 1,000.00		
Whelen Projector Series Speaker/Bracket	1	\$ 200.00	\$ 200.00		
Whelen Liberty II Lightbar	1	\$2,400.00	\$ 2,400.00		
Motorola APX6500 Mobile Radio	1	\$3,408.00	\$ 3,408.00		
Havis Center Printer Console w/Accessories	1	\$1,161.11	\$ 1,161.11		
Patrol Supplies	1	\$ 579.99	\$ 579.99		
		Subtotal	\$ 8,749.10		
		Tax	\$ 813.67		
		Total	\$ 9,562.77		

PT-15-64		
Maintenance by	Completion date	Repair Cost
County Shop	02/28/2017	\$ 300.01
County Shop	03/21/2017	\$ 67.05
County Shop	04/10/2017	\$ 19.99
County Shop	04/21/2017	\$ 160.89
County Shop	05/17/2017	\$ 2,705.45
County Shop	07/10/2017	\$ 410.51
County Shop	08/15/2017	\$ 420.53
County Shop	10/05/2017	\$ 157.03
County Shop	11/13/2017	\$ 300.79
County Shop	12/15/2017	\$ 73.16
County Shop	02/13/2018	\$ 26.54
County Shop	02/21/2018	\$ 124.21
Everett Tire & Automotive	04/06/2018	\$ 604.41
Everett Tire & Automotive	08/10/2018	\$ 709.58
Rairdon's Dodge	09/20/2018	\$ -
Rairdon's Dodge	09/20/2018	\$ 684.96
Rairdon Dodge	09/20/2018	\$ -
Cascade Collision	11/06/2018	\$ 4,391.73
Cascade Collision	11/06/2018	\$ 1,838.90
Everett Tire & Automotive	01/22/2019	\$ 916.53
Everett Tire & Automotive	05/15/2019	\$ 933.70
Everett Tire & Automotive	06/24/2019	\$ 414.76
		\$ 15,260.73

2020 Departmental Budget Request

Item Requested:	Vehicle: Patrol
Description of Request:	2019 Ford Connect 150 Van / Evidence
Additional items needed to put request into service (equipment, storage, training, accessories)	See below and attached *Will use as much equipment from replaced vehicle as possible, which will reduce costs
Please provide an explanation of the purpose of the project or program	Ongoing replacement cycle. This will replace vehicle# A-08-38 (Chevrolet Impala that is not conducive for evidence transporting).
Is this project/program expected to span more than one calendar of year?	Yes
Cost:	\$28,103.95
Additional costs related to putting item into service	Insurance
future annual costs (upgrades/renewals)	Fuel, maintenance, insurance
Anticipated Fund	
Anticipated Budget Line	
Prepared By:	Dyer
Department Head Initials: (if other than preparer)	

2020 Evidence Vehicle Purchases						A-08-38		
Vehicle	Base Price	Tax	Equipment	Install	Total	Maintenance by	Completion date	Repair Cost
2020 Ford Transit Connect Cargo Van	\$ 25,422.00	\$ 2,135.45	\$ 546.50	\$ -	\$ 28,103.95	County Shop	06/07/2017	\$164.32
2020 Ford Connect 150 Cargo Van						County Shop	07/26/2017	\$607.55
Supplies	1	\$ 500.00	\$ 500.00			County Shop	08/21/2017	\$139.03
		\$ -	\$ -			County Shop	11/29/2017	\$792.53
		\$ -	\$ -			County Shop	12/01/2017	\$176.52
		\$ -	\$ -			Everett Tire & Automotive	06/06/2018	\$71.80
		Subtotal	\$ 500.00			Everett Tire & Automotive	12/19/2018	\$596.39
		Tax	\$ 46.50			Everett Tire & Automotive	01/03/2019	\$162.07
		Total	\$ 546.50					\$2710.21

Attachment C

Number of Vehicles	Item:	Quantity:	Price:	Per Vehicle:	Total Cost:	Ordered?	Received?
3	Traffic Vest	2	\$ 55.00	\$ 110.00	\$ 330.00		
3	18" Traffic Cones	6	\$ 20.00	\$ 120.00	\$ 360.00		
3	Rustoleum Marking Paint (Orange)	0					
3	LED Flares (4 pack)	3	\$ 30.00	\$ 90.00	\$ 270.00		
3	Komelon 6622 200' Measuring Tape	1	\$ 25.00	\$ 25.00	\$ 75.00		
3	Komelon 6611 100' Measuring Tape	1	\$ 15.00	\$ 15.00	\$ 45.00		
3	Life Jacket (PFD) / Mustang MD3087LE	0					
3	Mustang Survival 75' Throw Rope	0					
3	RIPP Restraint	0					
3	Fire Extinguisher	0					
3	Trauma Kit	1	\$ 100.00	\$ 100.00	\$ 300.00		
3	Bio Hazard Cleanup Kit	1	\$ 20.00	\$ 20.00	\$ 60.00		
3	Sharps Container	0					
3	Personal Protective Equipment	1	\$ 20.00	\$ 20.00	\$ 60.00		
3	Magnetic Mic	0					
3	Heavy Duty Nitrile Gloves	0					
3	Stinger Spike Strip / Metro (90210)	0					
3	Sound Meter	0	\$ 60.00	\$ -	\$ -		
3	Pro-Lok Lockout Kit (AK42-LAXL)	1	\$ 79.99	\$ 79.99	\$ 239.97		
3	Portable Breath Test (PBT) / AlcoSensor FST	0					
3	Fingerprint Kit	0					
			Subtotal:	\$ 579.99	\$ 1,739.97		
			Tax:	\$ 51.62	\$ 154.86		
			Total:	\$ 631.61	\$ 1,894.83		



LAKE STEVENS CITY COUNCIL
STAFF REPORT

Council Agenda Date: August 27, 2019

Subject: Resolution 2019-14 Declaring the Official Intent to Reimburse for Acquisition of
Real Property and Remodeling Costs of a Police Department Building.

Contact Person/Department: Barb Stevens/ Finance Director **Budget Impact:** N/A

RECOMMENDATION(S)/ACTION REQUESTED OF COUNCIL:

Approve Resolution 2019-14 declaring the official intent of the City to reimburse itself from the proceeds debt for the costs of acquiring real property for a Police facility that may incur prior to issuance of such financing.

SUMMARY/BACKGROUND:

The City Council approved the purchase of the real property known as the Fire Conference Center on April 23rd, 2019 with the intent of remodeling the facility to house the police department. The city intends to finance the acquisition and remodeling costs through issuance of a bond. The purchase agreement requires a closing date no later than October 20th, 2019.

Staff is working with bond counsel to determine the best financing options based on the current and future use of the site. Because one of the buildings is being leased out for non-governmental services, debt financing may be in the form of two separate bond issues; one non-taxable, and a smaller taxable bond for the portion of the purchase related to the commercial building.

Due to the timing and restrictions associated with these debt options, it is possible that the purchase will need to be made from other city funds, prior to issuance of bonds. This resolution allows the City to reimburse itself from the proceeds of debt financing for costs incurred and paid for from other city funds.

APPLICABLE CITY POLICIES: N/A

BUDGET IMPACT: None

ATTACHMENTS:

► Exhibit A: Resolution 2019-14

CITY OF LAKE STEVENS
LAKE STEVENS, WASHINGTON

RESOLUTION NO. 2019-14

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LAKE STEVENS DECLARING THE OFFICIAL INTENT OF THE CITY TO REIMBURSE ITSELF FROM THE PROCEEDS OF TAX-EXEMPT BONDS FOR COSTS OF ACQUIRING AND REMODELING A BUILDING TO HOUSE THE CITY'S POLICE AND PUBLIC SAFETY SERVICES.

WHEREAS, the City Council of the City of Lake Stevens, Washington (the "City"), in accordance with federal tax regulations, wishes to declare, on behalf of the City, the City's official intent to reimburse certain expenditures with proceeds of tax-exempt debt to be incurred by the City;

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

Section 1. The City expects to appropriate funds from the General Fund to pay costs of acquiring and remodeling a building to house the City's police and public safety services, and intends to reimburse that fund for such expenditures with the proceeds of tax-exempt debt to be incurred by the City (the "Reimbursement Bonds").

Section 2. The maximum principal amount of Reimbursement Bonds expected to be issued for the project described in Section 1 is \$9,000,000.

Section 3. This declaration of the City's intent is made in accordance with Treasury Regulation § 1.150-2, as promulgated under the Internal Revenue Code of 1986, as amended.

Section 4. This resolution and the declaration of intent set forth herein will become effective immediately upon passage and approval of this resolution as required by law.

APPROVED by the City Council of the City of Lake Stevens, Washington, at a regular meeting thereof held this 27th day of August, 2019.

By _____
John Spencer, Mayor

ATTEST:

Kathy Pugh, City Clerk