



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, September 10, 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
GUEST BUSINESS	Doug Levy – Legislative Priorities	
CITIZEN COMMENTS		
COUNCIL BUSINESS		Council President
MAYOR'S BUSINESS		
CITY DEPARTMENT REPORT	Update	
CONSENT AGENDA	<p>*A 2019 Vouchers *B City Council Special Meeting Minutes of August 7, 2019 *C City Council Regular Meeting Minutes of August 27, 2019 *D City Council Workshop Meeting Minutes of September 3, 2019 *E Ordinance 1065 Delegating Bonding Authority *F Ordinance 1066 Amending LSMC re Library Board *G Ordinance 1067 Amending LSMC re Civil Service Commission</p>	
		Barb Kathy
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		Kathy

Lake Stevens City Council Regular Meeting Agenda

September 10, 2019

*H Addendum No. 1 to Real Estate Purchase and
Sale Agreement re South Lake Stevens Road
Right-of-Way

Aaron

PUBLIC HEARING:

ACTION ITEMS:

*I Park Naming in Timbers Development
*J Professional Services Agreement with Davido
Consulting for Lake Stevens Outfall Study

Jill
Leah/Eric

DISCUSSION ITEMS:

EXECUTIVE SESSION:

ADJOURN

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

Special Needs

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

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

TO: Mayor Spencer
City Council Members

FROM: Doug Levy, Contract State Lobbyist

RE: Draft 2020 State LEG Agenda, Listing of Federal Items, and preliminary listing of AWC priorities

RESPONSE NEEDED: For Sept. 10 presentation to Council

This Draft 2020 Agenda includes recommended 2020 Session list of priorities on which we would invest significant time, energy, and advocacy time (Pg. 2) – as well as a series of “support” and “oppose” items where Lake Stevens would work in coalition with others (Pg. 2). We have crafted this list based on internal discussions with the Mayor and city staff, and with an eye toward spillover items from the 2019 Session and other issues being worked on by the Association of Washington Cities (AWC) and other stakeholder groups.

For the first time, and at Mayor Spencer’s direction, we have also drafted a listing of *federal* priority and support items (Pg. 3) given the City’s desire to have a more sustained presence in the nation’s capital.

Lastly, we’ve included for Council’s background and reference a listing of proposed priority items being considered by AWC (Pg. 3). Note that this listing is preliminary, as it must be still be vetted by the Association’s Legislative Committee and Board of Directors before expected adoption in October.

A Brief Background Narrative on the 2020 Session of the Washington State Legislature

Bear in mind that 2020 will be a “short” Session of the State Legislature – 60 days, beginning in early January and ending in early March. 2020 is also an election year for every Member of the State House (*up for re-election every two years*) and half of the State Senate (*up for re-election every four years*).

During these 60-day Sessions, state lawmakers rarely do a major reopening of their biennial Operating, Capital, and Transportation budgets (*the three 2019-21 budgets were enacted last Session*) – and the Capital Budget in particular has significantly less capacity than the adopted two-year budget did.

We expect state lawmakers to continue a strong focus on critical priorities such as K-12 education and mental health, though we do *not* expect passage of nearly as many bills (*a whopping 474 passed in 2019*). Another major issue that *may* confront lawmakers is Initiative 976, which, if approved by voters this November, would have a \$4 billion impact on state transportation revenues over the next decade. Lastly, it is worth mentioning that the State House of Representatives – for the first time in 20 years – will be led by a new Speaker. The two-decade run of Frank Chopp ended, and House Democrats elected a female Speaker (Rep. Laurie Jinkins, D-Tacoma/27th Dist.) for the first time in state history.

Priority and Support/Oppose Issues for City of Lake Stevens

Please see list beginning on Pg. 2.

City of Lake Stevens – Proposed 2020 State Legislative Priority Issues

- **Capital Budget:** Pursue a small-scale request – on the order of about \$250,000 -- for parks and recreation needs in the Frontier Heights area.
- **Transportation Revenue/US 2:** As the Legislature – and in particular Senate Transportation Chairman Steve Hobbs (D-Lake Stevens/44th Dist.) – forge continued discussions of a new transportation revenue package, we will look for continued opportunities to make U.S. 2 Trestle capacity improvements and replacement a front-and-center priority project.
- **Transportation Funding Request – SR 9/20th:** The City, in concert with Costco and the Washington State Department of Transportation, plans to seek up to \$500,000 in 2020 Supplemental Transportation Budget funds for culvert replacement costs as part of the project to install a series of roundabouts on SR 9 between 20th Street and South Lake Stevens Road.
- **Transportation local funding options:** AWC will play a lead role on a bill to provide Transportation Benefit Districts with additional funding options, including a councilmanic utility tax option of up to 2 percent. This could offer significant help for annual maintenance and overlay needs in Lake Stevens.
- **“TIF” and “LRF”:** AWC likely will advance two bills on Tax Increment Financing (TIF). One would involve a constitutional amendment to make property-tax-based TIFs possible in Washington; the other would be a more modest attempt to re-establish state sales tax credit funding for what is known as the Local Revitalization Financing (LRF) program. Lake Stevens strongly supports these economic development recruitment and retention tools.

List of Items the City of Lake Stevens is prepared to support/oppose (and one “tracking” item)

- Support **reducing statutory wait times for BLEA training to two (2) months.** This one may have to wait for 2021-23 budget cycle – but the City will support 2020 bills if they arise;
- **Protect state-shared revenues** and **local control/oppose pre-emption** – perennial listing for us;
- Protect **local funding, local projects** if the Legislature is required to offset a \$4 billion revenue impact from Initiative 976 (\$30 car tabs);
- Support efforts to rebuild the **Public Works Assistance Account**
- **Oppose** any legislative effort to **undermine drug and property seizure/forfeiture statutes**
- Support bills to synch up **update timelines for GMA Plans, Shoreline plans, Buildable lands.** The City sees this item as worth of support if Planning Directors/AWC determine a path forward;
- **Oppose** legislation to **impose costs on all retirement systems to enable COLAs for PERS 1** retirees (2019 holdover);
- **Oppose “homelessness bill of rights”** legislation that undermines law enforcement’s ability to uphold laws and help those who are homeless find the treatment and services they need;
- **Oppose unnecessary mandates and requirements** for local zoning and land-use requirements governing **Accessory Dwelling Units (ADUs);**
- **Track** and be prepared to express **concerns with** potential Liquor and Cannabis Board (LCB) agency-request legislation on “social equity plans” to increase minority- and women-owned marijuana businesses and to allow small-scale medical production in local communities that consent to hosting it. Lake Stevens has reviewed two draft bills and has some concerns; we will be prepared to report back and refine this item as needed.

Federal Issues Listing for Lake Stevens – Priority and Support Items

- **Top Priority:** Continue to seek funding opportunities for the U.S. 2 Trestle, particularly within transportation reauthorization and infrastructure legislation being considered by Congress and if Congress re-establishes any type of project earmarking process;
- **Priority:** Strongly support legislation to enhance transportation and infrastructure funding, resources, and tools. Both a Transportation Act Reauthorization and a more comprehensive infrastructure package are on the table in Washington, D.C., though 2020 action is unlikely;
- **Priority:** Strong support for legislation by U.S. Senator Maria Cantwell (D-WA) and U.S. Rep. Suzan DelBene (D-WA/1st District) to add significant funding and eligibility for the Low-Income Housing Tax Credit (LIHTC) program;
- **Support:** H.R. 2772 is a bi-partisan bill to re-establish advance bond refinancing for local taxing districts such as cities, counties, school districts, and PUDs. This advanced financing tool had been available for decades but was lost under recent tax-cuts legislation passed by Congress. Passage of **2772** is a priority issue for the Government Finance Officers Association (GFOA).

Listing of Proposed Priority Issues for the Association of Washington Cities (AWC)

- **Support Transportation and Infrastructure Investments:** Includes leading an effort to secure new local transportation funding options; guarding against cuts to local projects and programs if Initiative 976-based cuts are necessary; and continuing to support the Public Works Assistance Account while opposing efforts to redirect funds away from the PWAA;
- **Support efforts related to Tax-Increment Financing (TIF):** This would involve efforts to establish comprehensive TIF authority that requires a constitutional amendment, as well as working on a more modest approach to re-establish state sales tax credit funding for the Local Revitalization Financing (LRF) program;
- **Protect and preserve fiscal health while ensuring the Legislature respects “Home Rule”:** AWC plans to work hard to protect and preserve other state-shared revenues and other state programs that provide funding to local government;
- **Possible legislation to exempt cities from having to deduct Paid Family Leave premiums from elected officials’ part-time pay:** AWC has been directed to research this issue;
- **Secure State Funding for Medication-Assisted Treatment at City and Regional Jails:** Last Session, the Legislature considered bills that would have required “MAT” treatment at city and regional jails, but without including the necessary funds to carry out this mandate;
- **Support new resources and policies to increase affordable housing stock:** This includes support of *voluntary* actions to increase the supply of Accessory Dwelling Units, as well as support of tools such as councilmanic sales tax and local Real Estate Excise Tax (REET);
- **Support watershed-based approaches to fixing and replacing culverts:** AWC wants to ensure the Legislature does not simply fund culvert repairs and replacement on the *state* highway system to the exclusion of culverts that cross local roadways.



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**CITY DEPARTMENT REPORT
CITY COUNCIL REGULAR MEETING
September 10, 2019**

Planning – Update

Land Development Consultants, Inc., Professional Services Agreement for contracted planning and permitting services, not to exceed \$14,500.00



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BLANKET VOUCHER APPROVAL
2019

Payroll Direct Deposits	8/25/2019	\$226,293.46
Payroll Checks	48403	\$1,817.22
Electronic Funds Transfers	ACH	\$146,499.58
Claims	48539-48624	\$491,984.76
Void Checks	48534	(\$24,001.50)
Total Vouchers Approved:		\$842,593.52

This 10th day of September 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



September 10th, 2019

City Expenditures by Type on this voucher packet

Personnel Costs	\$	228,111	27%
Payroll Federal Taxes	\$	83,359	10%
Retirement Benefits - Employer	\$	56,170	7%
Other Employer paid Benefits	\$	363	0%
Employee paid benefits - By Payroll	\$	10,632	1%
Supplies	\$	38,349	5%
Professional Services	\$	145,353	17%
Capital **	\$	304,258	36%
Void Check	\$	(24,002)	-2.8%
Total	\$	842,593.52	100%

Large Purchases

**Police Dept Building Architectural/Engineering Svcs - \$59,271

** North Cove Plaza and Pavilion - \$166,289

** PW Dept 2019 Ford F250 - \$43,337



Total for Period
\$638,484.34

Checks to be approved for period 08/23/2019 - 09/04/2019

Vendor: Accela Inc

Check Number: 48543

Invoice No	Check Date	Account Number	Account Name	Description	Amount
INV-ACC47961	9/4/2019	510 006 518 80 49 29	LR - Accela/Springbrook	Accela Finance Suite 09/18/19 - 02/14/2020	\$874.18

Vendor: Ace Hardware

Check Number: 48544

Invoice No	Check Date	Account Number	Account Name	Description	Amount
63800	9/4/2019	001 013 518 20 48 00	GG-Repair & Maintenance	Roller Tray/Frame/Cover	\$31.52
63858	9/4/2019	001 012 572 20 48 00	CS-Library-Repair & Maint.	Valve Flap Kit/Toilet Tank Refill	\$28.85
63931	9/4/2019	001 010 576 80 31 00	PK-Operating Costs	Shutoff Hose/Washer Hose/Sillcock	\$86.07
63936	9/4/2019	001 010 576 80 31 00	PK-Operating Costs	Credit Sillcock	(\$34.87)
63970	9/4/2019	101 016 544 90 31 02	ST-Operating Cost	Spraypaint	\$10.88
63971	9/4/2019	001 008 521 50 30 02	LE-Fleet Minor Equipment	Vehicle Hoses	\$71.92
63979	9/4/2019	305 010 594 76 60 00	North Cove Park Cap-Local	Hole Saws for Rail Road Track Build North Cove	\$40.30
63988	9/4/2019	001 010 576 80 31 00	PK-Operating Costs	Mulch	\$45.71

Vendor: Amazon Capital Services

Check Number: 48545

Invoice No	Check Date	Account Number	Account Name	Description	Amount
149Q-3R73-99QK	9/4/2019	001 013 518 20 31 00	GG-Operating Costs	Fridge Filters	\$53.40
1HK3-6NKY-3GHF	9/4/2019	001 003 514 20 31 00	CC-Office Supply	Portable Adapter for Council Meeting Recorder	\$15.24
1W37-9VCR-NCT9	9/4/2019	001 003 514 20 31 00	CC-Office Supply	File Folders	\$47.78
1WYC-J3P4-FX7M	9/4/2019	001 007 559 30 31 01	PB-Operating Cost	2015 International Building Code Turbo Tabs	\$25.61
1YKH-L19W-C3KM	9/4/2019	101 016 544 90 31 01	ST-Office Supplies	RFID Credit Card Sleeves for Fuel Cards	\$11.98
1YKH-L19W-C3KM	9/4/2019	410 016 531 10 31 01	SW-Office Supplies	RFID Credit Card Sleeves for Fuel Cards	\$11.97

Vendor: Axon Enterprise Inc

Check Number: 48546

Invoice No	Check Date	Account Number	Account Name	Description	Amount
SI-1607327	9/4/2019	001 008 521 20 41 01	LE-Professional Serv-Fixed	Taser Assurance Plan CEW Annual X2	\$5,983.99
SI-1607332	9/4/2019	001 008 521 20 41 01	LE-Professional Serv-Fixed	Taser Assurance Plan CEW Annual X2	\$690.46

Vendor: Barnes

Check Number: 48547

Invoice No	Check Date	Account Number	Account Name	Description	Amount
091619 BARNES	9/4/2019	001 008 521 20 43 00	LE-Travel & Per Diem	PerDiem - Meals MLE Conf Vancouver - Barnes	\$198.00

Vendor: Barrett

Check Number: 48548

Invoice No	Check Date	Account Number	Account Name	Description	Amount
1745	9/4/2019	305 010 594 76 60 00	North Cove Park Cap-Local	Dump Truck North Cove	\$1,080.00
1753	9/4/2019	410 016 531 10 41 03	SW-Street Cleaning	Sweepings Removal	\$4,001.25
1761	9/4/2019	410 016 531 10 41 03	SW-Street Cleaning	Sweepings Removal	\$1,687.50
1924	9/4/2019	410 016 531 10 41 03	SW-Street Cleaning	Sweepings Removal	\$1,237.50
					\$8,006.25

Vendor: Bay Alarm Company

Check Number: 48549

Invoice No	Check Date	Account Number	Account Name	Description	Amount
16508048	9/4/2019	001 008 521 20 41 01	LE-Professional Serv-Fixed	Security Alarm Monitoring Service	\$510.12
					\$510.12

Vendor: Beazizo

Check Number: 48550

Invoice No	Check Date	Account Number	Account Name	Description	Amount
091619 BEAZIZO	9/4/2019	001 008 521 20 43 00	LE-Travel & Per Diem	PerDiem - Meals MLE Conf Vancouver - Beazizo	\$198.00
					\$198.00

Vendor: Bickford Motors Inc

Check Number: 48551

Invoice No	Check Date	Account Number	Account Name	Description	Amount
Stock#19-0826	9/4/2019	530 016 594 48 60 00	Purchase Of Capital Equipment	2019 White Ford F250 Pickup-1FD7X2B64KEC52262	\$43,337.42
					\$43,337.42

Vendor: Brazel

Check Number: 48552

Invoice No	Check Date	Account Number	Account Name	Description	Amount
092219 BRAZEL	9/4/2019	001 002 513 11 43 00	AD-Travel & Meetings	PerDiem - Meals WEFTEC/Chicago - Brazel	\$176.00
					\$176.00

Vendor: Cadman Inc

Check Number: 48553

Invoice No	Check Date	Account Number	Account Name	Description	Amount
5628237	9/4/2019	410 016 531 10 41 03	SW-Street Cleaning	Street Sweeping Dump	\$1,470.14
5628642	9/4/2019	410 016 531 10 41 03	SW-Street Cleaning	Street Sweeping Dump	\$2,815.85
					\$4,285.99

Vendor: Canon Financial Services Inc

Check Number: 48554

Invoice No	Check Date	Account Number	Account Name	Description	Amount
20438797	9/4/2019	001 013 518 20 48 00	GG-Repair & Maintenance	Copier Maintenance CH	\$285.26
20439729	9/4/2019	101 016 542 30 48 00	ST-Repair & Maintenance	Copier Maintenance PW	\$17.08
20439729	9/4/2019	410 016 531 10 48 00	SW-Repairs & Maintenance	Copier Maintenance PW	\$17.08
					\$319.42

Vendor: Carter

Check Number: 48555

Invoice No	Check Date	Account Number	Account Name	Description	Amount
091619 CARTER	9/4/2019	001 008 521 20 43 00	LE-Travel & Per Diem	PerDiem - Meals MLE Conf Vancouver - Carter	\$198.00
					\$198.00

Vendor: CDW Government Inc

Check Number: 48556

Invoice No	Check Date	Account Number	Account Name	Description	Amount
TKK0061	9/4/2019	001 006 518 80 31 00	IT-Office Supplies	Planar Dual Desk Stand	\$355.30
TLC8128	9/4/2019	001 006 518 80 31 00	IT-Office Supplies	Monitor Riser Stand	\$31.47
TNC1664	9/4/2019	001 006 518 80 31 00	IT-Office Supplies	Dry Erase Board	\$283.88
TNT2546	9/4/2019	510 006 518 80 49 08	LR - TrendMicro Antivirus	TrendMicro Antivirus	\$136.25
					\$806.90

Vendor: City of Everett

Check Number: 48557

Invoice No	Check Date	Account Number	Account Name	Description	Amount
I19002660	9/4/2019	410 016 531 10 31 02	SW-Operating Costs	Fecal Coliform Analysis	\$120.00
I19002703	9/4/2019	001 008 554 30 41 00	LE - Animal Control	Animal Control Services July 2019	\$3,315.00
					\$3,435.00

Vendor: Code Publishing Co Inc

Check Number: 48558

Invoice No	Check Date	Account Number	Account Name	Description	Amount
64520	9/4/2019	001 003 514 20 41 00	CC-Professional Services	Muni Code Update Ordinance 1064	\$246.78
					\$246.78

Vendor: Colacurcio Brothers Inc

Check Number: 48559

Invoice No	Check Date	Account Number	Account Name	Description	Amount
1	9/4/2019	305 010 594 76 60 00	North Cove Park Cap-Local	North Cove Plaza and Pavilion Project 18012	\$107,213.74
1	9/4/2019	309 016 595 61 63 01	Sidewalk Construction	North Cove Plaza and Pavilion Project 18012	\$59,075.00
					\$166,288.74

Vendor: Comcast

Check Number: 48560

Invoice No	Check Date	Account Number	Account Name	Description	Amount
0819 COMCAST	9/4/2019	001 008 521 20 42 00	LE-Communication	Internet Services - Market Place	\$106.19
0819 COMCAST	9/4/2019	001 008 521 20 42 00	LE-Communication	Internet Services - N Lakeshore Dr	\$132.65
0819 COMCAST	9/4/2019	001 010 576 80 42 00	PK-Communication	Internet Services - Parks/Rec Office	\$136.19
0819 COMCAST	9/4/2019	101 016 542 64 47 00	ST-Traffic Control -Utility	Traffic Signal Control	\$153.37
					\$528.40

Vendor: Comdata Inc

Check Number: 48561

Invoice No	Check Date	Account Number	Account Name	Description	Amount
20317607	9/4/2019	001 008 521 20 32 00	LE-Fuel	PD Fuel	\$6,662.20
					\$6,662.20

Vendor: Crystal Springs

Check Number: 48562

Invoice No	Check Date	Account Number	Account Name	Description	Amount
16015194 081719	9/4/2019	001 008 521 50 30 00	LE-Facilities Supplies	Bottled Water - Police Department	\$163.62
					\$163.62

Vendor: Dept of Retirement (Deferred Comp)

Check Number: 0

Invoice No	Check Date	Account Number	Account Name	Description	Amount
082319	8/27/2019	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
082319	8/27/2019	001 000 282 00 00 00	Payroll Liability Retirement	PERS LEOFF Contributions	\$56,170.37
					\$56,170.37

Vendor: Dicks Towing Inc

Check Number: 48563

Invoice No	Check Date	Account Number	Account Name	Description	Amount
180078	9/4/2019	001 008 521 20 41 00	LE-Professional Services	Evidence Towing 2019-017522	\$126.27
690637	9/4/2019	001 008 521 20 41 00	LE-Professional Services	Evidence Towing	\$126.27

Vendor: Dunlap Industrial Hardware

Check Number: 48564

Invoice No	Check Date	Account Number	Account Name	Description	Amount
302570-1	9/4/2019	001 010 576 80 31 06	PK - Lake Safety	Buoys	\$76.31
302573-1	9/4/2019	001 010 576 80 31 06	PK - Lake Safety	Buoy Rope	\$123.97

Vendor: E&E Lumber Inc

Check Number: 48565

Invoice No	Check Date	Account Number	Account Name	Description	Amount
155235	9/4/2019	309 016 595 61 63 01	Sidewalk Construction	Wood Forms	\$209.59
					\$209.59

Vendor: EFTPS

Check Number: 0

Invoice No	Check Date	Account Number	Account Name	Description	Amount
082319	8/27/2019	001 000 281 00 00 00	Payroll Liability Taxes	Federal Payroll Taxes	\$83,359.04
					\$83,359.04

Vendor: Ehmen

Check Number: 48566

Invoice No	Check Date	Account Number	Account Name	Description	Amount
083019 EHMEN	9/4/2019	001 007 571 00 30 00	PL-Park & Recreation	Reimbursement - Kids Activities for Movies in the Park	\$75.82
					\$75.82

Vendor: Electronic Business Machines

Check Number: 48567

Invoice No	Check Date	Account Number	Account Name	Description	Amount
AR143141	9/4/2019	001 007 558 50 48 00	PL-Repairs & Maint.	Copier Repair & Maintenance PL	\$82.71
AR143141	9/4/2019	001 007 559 30 48 00	PB-Repair & Maintenance	Copier Repair & Maintenance PB	\$82.71
AR143141	9/4/2019	101 016 542 30 48 00	ST-Repair & Maintenance	Copier Repair & Maintenance PW	\$82.71
AR143141	9/4/2019	410 016 531 10 48 00	SW-Repairs & Maintenance	Copier Repair & Maintenance PW	\$82.72
AR143573	9/4/2019	001 008 521 20 48 00	LE-Repair & Maintenance Equip	Copier Repair & Maintenance PD	\$207.30
					\$538.15

Vendor: Everett Bayside Marine

Check Number: 48568

Invoice No	Check Date	Account Number	Account Name	Description	Amount
1-121186	9/4/2019	001 008 521 21 48 00	LE-Boating Repair & Maint	Cotter Pin/Prop PT45	\$816.28
					\$816.28

Vendor: Everett Steel Inc

Check Number: 48569

Invoice No	Check Date	Account Number	Account Name	Description	Amount
269700	9/4/2019	101 016 542 70 31 01	Citywide Beautification Implem	SQ Tubes Gateway Sign	\$363.71
269701	9/4/2019	101 016 542 70 31 01	Citywide Beautification Implem	RD Tubes	\$150.07
270027	9/4/2019	001 010 576 80 31 00	PK-Operating Costs	Sq Tubes/Pivot Angles	\$583.13
270027	9/4/2019	101 016 544 90 31 02	ST-Operating Cost	Sq Tubes/Pivot Angles	\$583.14
270027	9/4/2019	410 016 531 10 31 02	SW-Operating Costs	Sq Tubes/Pivot Angles	\$583.14
					\$2,263.19

Vendor: Ewing Irrigation Products Inc

Check Number: 48570

Invoice No	Check Date	Account Number	Account Name	Description	Amount
8140338	9/4/2019	001 010 576 80 31 00	PK-Operating Costs	L/P Conn Irrigation Supplies	\$96.06
					\$96.06

Vendor: Feldman and Lee

Check Number: 48571

Invoice No	Check Date	Account Number	Account Name	Description	Amount
080119 FELDMAN	9/4/2019	001 011 515 91 41 00	LG-General Indigent Defense	Public Defender Services Aug 2019	\$10,000.00
					\$10,000.00

Vendor: Gailey

Check Number: 48572

Invoice No	Check Date	Account Number	Account Name	Description	Amount
092219 GAILEY	9/4/2019	001 001 511 60 43 00	Legislative - Travel & Mtgs	PerDiem - Meals NRPA Conf Baltimore - Gailey	\$247.00
					\$247.00

Vendor: Glens Welding and Machine Inc

Check Number: 48573

Invoice No	Check Date	Account Number	Account Name	Description	Amount
S12793	9/4/2019	101 016 544 90 31 02	ST-Operating Cost	Boxes Files	\$31.61
S12793	9/4/2019	410 016 531 10 31 02	SW-Operating Costs	Boxes Files	\$31.61
S12795	9/4/2019	101 016 544 90 31 02	ST-Operating Cost	Line Heads/2 1/2 Gallon Mix	\$73.44
S12795	9/4/2019	410 016 531 10 31 02	SW-Operating Costs	Line Heads/2 1/2 Gallon Mix	\$73.44

S12796	9/4/2019	101 016 544 90 31 02	ST-Operating Cost	Grease/Line Heads/FS131	\$243.57
S12796	9/4/2019	410 016 531 10 31 02	SW-Operating Costs	Grease/Line Heads/FS131	\$243.57
S12833	9/4/2019	101 016 544 90 31 02	ST-Operating Cost	Chain Sharpen/Box Files	\$47.86
S12833	9/4/2019	410 016 531 10 31 02	SW-Operating Costs	Chain Sharpen/Box Files	\$47.86
					\$792.96

Vendor: Gordon Truck Centers Inc

Check Number: 48574

Invoice No	Check Date	Account Number	Account Name	Description	Amount
PC302076121-01	9/4/2019	410 016 531 10 31 02	SW-Operating Costs	Sweeper Filter	\$131.98
					\$131.98

Vendor: Government Computer Sales

Check Number: 48575

Invoice No	Check Date	Account Number	Account Name	Description	Amount
88716	9/4/2019	510 006 518 80 49 15	LR - Quest Backup Solution	Rapid Recovery Server Maint Renewal	\$2,360.94
					\$2,360.94

Vendor: HB Jaeger Co LLC

Check Number: 48576

Invoice No	Check Date	Account Number	Account Name	Description	Amount
17913029886	9/4/2019	001 010 576 80 31 00	PK-Operating Costs	Brass Nipples/Brass Bushings	\$220.19
17913029887	9/4/2019	001 010 576 80 31 00	PK-Operating Costs	Brass Nipples	\$27.00
17913029891	9/4/2019	001 010 576 80 31 00	PK-Operating Costs	Brass Nipples	\$50.18
					\$297.37

Vendor: Heinemann

Check Number: 48577

Invoice No	Check Date	Account Number	Account Name	Description	Amount
082219HEINEMANN	9/4/2019	001 008 521 20 32 00	LE-Fuel	Fuel Reimbursement	\$30.00
					\$30.00

Vendor: HERC Rentals Inc

Check Number: 48578

Invoice No	Check Date	Account Number	Account Name	Description	Amount
30614363-006	9/4/2019	410 016 531 10 45 01	SW-Rentals-Leases	Scissor Lift Rental - Final Invoice	\$403.30
30963322-001	9/4/2019	001 010 576 80 45 00	PK-Equipment Rental	Stump Grinder Rental - Final Invoice	\$247.05
					\$650.35

Vendor: Home Depot

Check Number: 48579

Invoice No	Check Date	Account Number	Account Name	Description	Amount
3010389	9/4/2019	410 016 531 10 31 02	SW-Operating Costs	Nipples	\$3.23
4010277	9/4/2019	309 016 595 61 63 01	Sidewalk Construction	Concrete Mix	\$170.48
					\$173.71

Vendor: Honey Bucket

Check Number: 48580

Invoice No	Check Date	Account Number	Account Name	Description	Amount
0551192632	9/4/2019	001 010 576 80 45 00	PK-Equipment Rental	Honey Bucket Rental - Swim Beach	\$269.65
					\$269.65

Vendor: Horizon Distributors Inc

Check Number: 48581

Invoice No	Check Date	Account Number	Account Name	Description	Amount
2M087207	9/4/2019	304 010 594 76 60 03	Park Redevelopment - Capital	PVC Supplies/Turfgro Soccer Fields	\$141.55
2M087310	9/4/2019	304 010 594 76 60 03	Park Redevelopment - Capital	Rain Bird/Batteries/Couplings Soccer Fields	\$821.64
2M087385	9/4/2019	304 010 594 76 60 03	Park Redevelopment - Capital	Credit Rain Bird Soccer Fields	(\$139.48)
					\$823.71

Vendor: HSA Bank

Check Number: 48539

Invoice No	Check Date	Account Number	Account Name	Description	Amount
082319	8/27/2019	001 000 284 00 00 00	Payroll Liability Other	Health Savings Account Employee Contributions	\$660.99
					\$660.99

Vendor: Industrial Bolt & Supply Inc

Check Number: 48582

Invoice No	Check Date	Account Number	Account Name	Description	Amount
709841-1	9/4/2019	101 015 543 30 31 00	ME - Operating Costs	Grinding Disc/Power Flap/Cleaning Wipes	\$329.98
					\$329.98

Vendor: International Association of Chiefs of Police

Check Number: 48583

Invoice No	Check Date	Account Number	Account Name	Description	Amount
0071864	9/4/2019	001 008 521 20 49 00	LE-Dues & Memberships	Annual IACP Subscriber Dues 10/2019 - 10/2020	\$525.00
					\$525.00

Vendor: Iron Mountain Quarry LLC

Check Number: 48584

Invoice No	Check Date	Account Number	Account Name	Description	Amount
0292129	9/4/2019	302 010 594 76 61 01	PM - North Cove Capital	Chips - Williams Property	\$384.99
0292182	9/4/2019	302 010 594 76 61 01	PM - North Cove Capital	Rock/Chips - Williams Property	\$633.58
0292278	9/4/2019	302 010 594 76 61 01	PM - North Cove Capital	Rock - Williams Property	\$120.86
0292391	9/4/2019	410 016 531 10 31 02	SW-Operating Costs	Rock	\$975.30
					\$2,114.73

Vendor: Irwin

Check Number: 48585

Invoice No	Check Date	Account Number	Account Name	Description	Amount
091619 IRWIN	9/4/2019	001 008 521 20 43 00	LE-Travel & Per Diem	PerDiem - Meals MLE Conf Vancouver - Irwim	\$198.00
					\$198.00

Vendor: J Thayer Company Inc

Check Number: 48586

Invoice No	Check Date	Account Number	Account Name	Description	Amount
1383750-0	9/4/2019	001 013 518 20 31 00	GG-Operating Costs	Janitorial Supplies	\$229.21
1384875-0	9/4/2019	001 005 518 10 31 00	HR-Office Supplies	Binders	\$15.24
1384875-0	9/4/2019	001 007 558 50 31 00	PL-Office Supplies	Paper/Hole Punch/Plastic Ties	\$20.07
1384875-0	9/4/2019	001 007 559 30 31 00	PB-Office Supplies	Paper/Hole Punch/Plastic Ties	\$20.09
1384875-0	9/4/2019	001 013 518 20 31 00	GG-Operating Costs	Copy Paper/Pens	\$195.89
1386803-0	9/4/2019	001 005 518 10 31 00	HR-Office Supplies	Binders	\$7.09
1386803-0	9/4/2019	001 007 558 50 31 00	PL-Office Supplies	Ink	\$189.31

1386803-0	9/4/2019	001 007 559 30 31 00	PB-Office Supplies	Folders		\$122.10
1386803-0	9/4/2019	001 010 576 80 31 00	PK-Operating Costs	3-Hole Punch		\$12.98
1386803-0	9/4/2019	001 013 518 20 31 00	GG-Operating Costs	Paper		\$124.15
1386803-0	9/4/2019	101 016 544 90 31 01	ST-Office Supplies	3-Hole Punch		\$12.97
1386803-0	9/4/2019	410 016 531 10 31 01	SW-Office Supplies	3-Hole Punch		\$12.97
C1354207-0	9/4/2019	001 003 514 20 31 00	CC-Office Supply	Credit Certificate Paper		(\$14.58)
C1378881-0	9/4/2019	001 013 518 20 31 00	GG-Operating Costs	Credit Fan		(\$11.59)
C1384875-0	9/4/2019	001 005 518 10 31 00	HR-Office Supplies	Credit Binders		(\$15.24)
						\$920.66

Vendor: King County Directors Association Purchasing Dept

Check Number: 48587

Invoice No	Check Date	Account Number	Account Name	Description	Amount
300418745	9/4/2019	001 007 558 50 31 02	PL-Permit Related Op. Costs	Office Furniture for New Workstation Quote 016880.V2	\$3,777.68
300418745	9/4/2019	410 016 531 10 31 02	SW-Operating Costs	Office Furniture for New Workstation Quote 016880.V2	\$2,512.25

Vendor: Lake Industries LLC

Check Number: 48588

Invoice No	Check Date	Account Number	Account Name	Description	Amount
37371	9/4/2019	302 010 594 76 61 01	PM - North Cove Capital	Fill Hauled In	\$660.00

Vendor: Lake Stevens Chamber of Commerce

Check Number: 48589

Invoice No	Check Date	Account Number	Account Name	Description	Amount
090119 CHAMBER	9/4/2019	001 013 518 90 49 01	GG-Chamber of Commerce	Contributions for CIV Sept 2019	\$1,500.00

Vendor: Lake Stevens Police Guild

Check Number: 48540

Invoice No	Check Date	Account Number	Account Name	Description	Amount
082319	8/27/2019	001 000 284 00 00 00	Payroll Liability Other	Employee Paid Union Dues	\$1,121.00

Vendor: Lake Stevens School District

Check Number: 48590

Invoice No	Check Date	Account Number	Account Name	Description	Amount
0018190206	9/4/2019	001 007 558 50 32 00	PL-Fuel	Fuel	\$8.72
0018190206	9/4/2019	001 007 559 30 32 00	PB-Fuel	Fuel	\$237.59
0018190206	9/4/2019	001 008 521 20 32 00	LE-Fuel	Fuel	\$5,298.59
0018190206	9/4/2019	001 013 518 20 32 00	GG-Fuel	Fuel	\$8.72
0018190206	9/4/2019	101 016 542 30 32 00	ST-Fuel	Fuel	\$2,679.28
0018190206	9/4/2019	410 016 531 10 32 00	SW-Fuel	Fuel	\$2,886.91

\$11,119.81

Vendor: Land Pro Group

Check Number: 48591

Invoice No	Check Date	Account Number	Account Name	Description	Amount
082719 LPG	9/4/2019	003 007 558 50 41 00	Developer Reimbursement	LUA2019-0136 Application Withdrawn	\$1,109.50

\$1,109.50

Vendor: LeBlanc

Check Number: 48592

Invoice No	Check Date	Account Number	Account Name	Description	Amount
092319 LEBLANC	9/4/2019	001 008 521 20 43 00	LE-Travel & Per Diem	PerDiem - Meals LEIRA Conf/Walla Walla - LeBlanc	\$165.00
					\$165.00

Vendor: LN Curtis & Sons

Check Number: 48593

Invoice No	Check Date	Account Number	Account Name	Description	Amount
INV193987	9/4/2019	001 008 521 20 31 02	LE-Minor Equipment	Patches/Name Patches	\$55.92
INV279887	9/4/2019	001 008 521 20 31 02	LE-Minor Equipment	Clip on Tie	\$5.72
INV297048	9/4/2019	001 008 521 20 31 02	LE-Minor Equipment	Polo	\$77.34
INV307124	9/4/2019	001 008 521 20 31 02	LE-Minor Equipment	Trauma Plate	\$36.97
INV307523	9/4/2019	001 008 521 20 31 02	LE-Minor Equipment	Hat	\$33.74
INV309679	9/4/2019	001 008 521 20 31 02	LE-Minor Equipment	Ballistic Panel/Concealable Carrier	\$1,276.51
INV309958	9/4/2019	001 008 521 20 31 02	LE-Minor Equipment	Tactical Pants	\$12.99
INV310483	9/4/2019	001 008 521 20 31 02	LE-Minor Equipment	Short Sleeve Base Shirts	\$225.91
INV310931	9/4/2019	001 008 521 20 31 02	LE-Minor Equipment	Name Patches	\$37.50
					\$1,762.60

Vendor: Method Barricade & Construction Supply LLC

Check Number: 48594

Invoice No	Check Date	Account Number	Account Name	Description	Amount
12244	9/4/2019	101 016 542 70 31 01	Citywide Beautification Implem	Custom Street Signs	\$1,706.40
12274	9/4/2019	101 016 542 70 31 01	Citywide Beautification Implem	Custom Street Signs	\$1,486.22
12304	9/4/2019	101 016 542 70 31 01	Citywide Beautification Implem	Custom Street Signs	\$627.73
12313	9/4/2019	101 016 542 64 48 00	ST-Traffic Control - R&M	Perforated Square Sign Posts	\$5,177.50
12322	9/4/2019	101 016 542 64 48 00	ST-Traffic Control - R&M	Perforated Square Sign Posts/Anchors	\$2,338.60
12327	9/4/2019	101 016 542 64 48 00	ST-Traffic Control - R&M	No Parking Signs	\$705.45
12334	9/4/2019	101 016 542 64 48 00	ST-Traffic Control - R&M	Sign Anchors	\$7,630.00
12335	9/4/2019	101 016 542 70 31 01	Citywide Beautification Implem	Custom Street Signs	\$324.72
					\$19,996.62

Vendor: MJ Neal Associates Architects PLLC

Check Number: 48595

Invoice No	Check Date	Account Number	Account Name	Description	Amount
072519 MJ NEAL	9/4/2019	002 008 594 18 60 03	Police Dept - Loaned	Police Dept Building Architectural/Engineering Svcs	\$59,271.25
					\$59,271.25

Vendor: Nationwide Retirement Solution

Check Number: 0

Invoice No	Check Date	Account Number	Account Name	Description	Amount
082319	8/27/2019	001 000 282 00 00 00	Payroll Liability Retirement	Employee Portion-Nationwide	\$4,036.67
					\$4,036.67

Vendor: O Reilly Auto Parts

Check Number: 48596

Invoice No	Check Date	Account Number	Account Name	Description	Amount
2960-134308	9/4/2019	410 016 531 10 31 02	SW-Operating Costs	Ign Coil/Spark Plug	\$53.72
2960-134417	9/4/2019	410 016 531 10 31 02	SW-Operating Costs	Credit Ign Coil/Spark Plug	(\$53.72)

2960-134544	9/4/2019	410 016 531 10 31 02	SW-Operating Costs	Brightener	\$11.76
2960-134626	9/4/2019	001 010 576 80 31 00	PK-Operating Costs	Motor Oil	\$65.29
2960-134626	9/4/2019	101 016 544 90 31 02	ST-Operating Cost	Motor Oil	\$65.29
2960-134626	9/4/2019	410 016 531 10 31 02	SW-Operating Costs	Motor Oil	\$65.29
2960-134842	9/4/2019	410 016 531 10 31 02	SW-Operating Costs	Rain Guard PW58	\$133.12
					\$340.75

Vendor: Ogden Murphy Wallace PLLC

Check Number: 48597

Invoice No	Check Date	Account Number	Account Name	Description	Amount
827709	9/4/2019	001 011 515 41 41 00	Ext Consultation - City Atty	Legal Services July 2019	\$15,038.52
827709	9/4/2019	001 011 515 41 41 01	Ext Consult - PRA	Legal Services Public Records July 2019	\$1,092.00
827709	9/4/2019	401 070 535 10 41 00	SE-Professional Service	Legal Services July 2019	\$1,952.50
					\$18,083.02

Vendor: Outcomes by Levy LLC

Check Number: 48598

Invoice No	Check Date	Account Number	Account Name	Description	Amount
2019-08-LS	9/4/2019	001 013 511 70 40 00	Lobbying Services	Legislative/Regulatory Consulting Aug 2019	\$4,543.97
					\$4,543.97

Vendor: Pace Engineers Inc

Check Number: 48599

Invoice No	Check Date	Account Number	Account Name	Description	Amount
72638	9/4/2019	411 016 594 31 60 00	Decant Facility Project	Engineering Svcs Decant Facility July 2019	\$30,033.76
					\$30,033.76

Vendor: Parnell

Check Number: 48600

Invoice No	Check Date	Account Number	Account Name	Description	Amount
081119 PARNELL	9/4/2019	001 008 521 20 43 00	LE-Travel & Per Diem	PerDiem - Transportation CAC Conf Dallas - Parnell	\$77.38
					\$77.38

Vendor: Petershagen

Check Number: 48601

Invoice No	Check Date	Account Number	Account Name	Description	Amount
092219 PETERSHA	9/4/2019	001 001 511 60 43 00	Legislative - Travel & Mtgs	PerDiem - Meals WEFTEC/Chicago - Petershagen	\$176.00
					\$176.00

Vendor: Planning Association of Washington

Check Number: 48602

Invoice No	Check Date	Account Number	Account Name	Description	Amount
1496	9/4/2019	001 007 558 50 41 03	PL-Advertising	Assistant Planner Job Posting	\$50.00
					\$50.00

Vendor: Purchase Power

Check Number: 48603

Invoice No	Check Date	Account Number	Account Name	Description	Amount
01831977 0819	9/4/2019	001 007 558 50 42 00	PL-Communication	Postage	\$128.12
01831977 0819	9/4/2019	001 013 518 20 42 00	GG-Communication	Postage	\$222.74
					\$350.86

Vendor: Smith

Check Number: 48604

Invoice No	Check Date	Account Number	Account Name	Description	Amount
092319 SMITH D	9/4/2019	001 008 521 20 43 00	LE-Travel & Per Diem	PerDiem - Meals LEIRA Conf/Walla Walla - Smith D	\$190.00
					\$190.00

Vendor: Snohomish County 911

Check Number: 48605

Invoice No	Check Date	Account Number	Account Name	Description	Amount
1780	9/4/2019	001 008 528 00 41 00	LE - Snopac Dispatch	Dispatch Services	\$28,214.30
					\$28,214.30

Vendor: Snohomish County PUD

Check Number: 48606

Invoice No	Check Date	Account Number	Account Name	Description	Amount
105171582	9/4/2019	101 016 542 63 47 00	ST-Lighting - Utilities	200178218 Street Lights 8533 15th St NE	\$68.30
105171582	9/4/2019	101 016 542 63 47 00	ST-Lighting - Utilities	200178218 Traffic Signal 8718 17th St NE	\$125.60
115087567	9/4/2019	001 010 576 80 47 00	PK-Utilities	221908015 City Shop Mechanic	\$55.42
115087567	9/4/2019	101 016 543 50 47 00	ST-Utilities	221908015 City Shop Mechanic	\$55.41
115087567	9/4/2019	410 016 531 10 47 00	SW-Utilities	221908015 City Shop Mechanic	\$55.40
128321678	9/4/2019	001 010 576 80 47 00	PK-Utilities	200493443 Catherine Creek Park Electric	\$19.46
131629433	9/4/2019	001 010 576 80 47 00	PK-Utilities	203599006 City Shop Electric/Water	\$164.32
131629433	9/4/2019	101 016 543 50 47 00	ST-Utilities	203599006 City Shop Electric/Water	\$164.31
131629433	9/4/2019	410 016 531 10 47 00	SW-Utilities	203599006 City Shop Electric/Water	\$164.36
138145740	9/4/2019	001 008 521 50 47 00	LE-Facility Utilities	203033030 Police Dept Electric	\$664.94
138145740	9/4/2019	001 008 521 50 47 00	LE-Facility Utilities	203033030 Police Dept Water	\$92.71
157833414	9/4/2019	101 016 542 63 47 00	ST-Lighting - Utilities	203728159 Traffic Signal	\$53.84
161011281	9/4/2019	101 016 542 63 47 00	ST-Lighting - Utilities	205320781 SR92 Roundabout at 99th	\$41.20
					\$1,725.27

Vendor: Sound Publishing Inc

Check Number: 48607

Invoice No	Check Date	Account Number	Account Name	Description	Amount
EDH869855	9/4/2019	001 013 518 30 41 01	GG-Advertising	Civil Service Commission Special Meeting	\$37.77
EDH870054	9/4/2019	001 007 558 50 41 03	PL-Advertising	LUA2019-0127 Williams Dock Removal	\$122.84
EDH870213	9/4/2019	001 007 558 50 41 04	Permit Related Professional Sr	LUA2019-0135 Fairview Terrace Final PLAT	\$79.40
EDH870400	9/4/2019	001 007 558 50 41 04	Permit Related Professional Sr	LUA2019-0074 Soper Hill Commercial Land Use Notice	\$131.89
EDH870401	9/4/2019	001 007 558 50 41 04	Permit Related Professional Sr	LUA2019-0074 Soper Hill Commercial PH Dev Appl	\$115.60
EDH871278	9/4/2019	001 007 558 50 41 04	Permit Related Professional Sr	LUA2019-0139 Andreyanov Final Short PLAT	\$73.97
EDH871533	9/4/2019	001 013 518 30 41 01	GG-Advertising	CC Cancel Meeting	\$37.77
					\$599.24

Vendor: Sound Safety Products Co Inc

Check Number: 48608

Invoice No	Check Date	Account Number	Account Name	Description	Amount
296826/1	9/4/2019	001 010 576 80 31 01	PK-Ops-Clothing	Hoody/Shirt	\$179.36
					\$179.36

Vendor: Spencer

Check Number: 48609

Invoice No	Check Date	Account Number	Account Name	Description	Amount
092219 SPENCER	9/4/2019	001 001 513 10 43 00	Executive - Travel & Mtgs	PerDiem - Meals WEFTEC/Chicago - Spencer	\$176.00
					\$176.00

Vendor: Stevens

Check Number: 48610

Invoice No	Check Date	Account Number	Account Name	Description	Amount
082119 BSTEVENS	9/4/2019	001 004 514 23 31 00	FI-Office Supplies	Reimburse Replacement Keys for Payroll File Cabinet	\$11.53
					\$11.53

Vendor: Summers

Check Number: 48611

Invoice No	Check Date	Account Number	Account Name	Description	Amount
090919 SUMMERS	9/4/2019	001 008 521 20 43 00	LE-Travel & Per Diem	PerDiem - Meals FBI LEEDA/Marysville - Summers	\$100.00
					\$100.00

Vendor: Tacoma Screw Products Inc

Check Number: 48612

Invoice No	Check Date	Account Number	Account Name	Description	Amount
18251355	9/4/2019	410 016 531 10 31 02	SW-Operating Costs	Corner Bolts/Flange Lock Nut	\$88.67
					\$88.67

Vendor: Tageant

Check Number: 48613

Invoice No	Check Date	Account Number	Account Name	Description	Amount
092219 TAGEANT	9/4/2019	001 001 511 60 43 00	Legislative - Travel & Mtgs	PerDiem - Meals WEFTEC/Chicago - Tageant	\$176.00
					\$176.00

Vendor: Technological Services Inc

Check Number: 48614

Invoice No	Check Date	Account Number	Account Name	Description	Amount
13797	9/4/2019	001 008 521 20 48 00	LE-Repair & Maintenance Equip	Express Lub/Tire Rotation K9-18-85	\$126.16
13803	9/4/2019	001 008 521 20 48 00	LE-Repair & Maintenance Equip	Express Lub/Powertrain Control/Axle Bearing PT-14-56	\$1,486.53
13861	9/4/2019	001 008 521 20 48 00	LE-Repair & Maintenance Equip	Tire Repair PT-16-61	\$38.38
13873	9/4/2019	001 008 521 20 48 00	LE-Repair & Maintenance Equip	Inspect Rear Interior Dome Lamp A-13-51	\$107.60
					\$1,758.67

Vendor: The Watershed Co

Check Number: 48615

Invoice No	Check Date	Account Number	Account Name	Description	Amount
2019-1076	9/4/2019	301 016 544 40 41 02	T11 - 24th & 91st Ext Design	Environmental Consulting - 24th St SE Extension	\$869.09
					\$869.09

Vendor: TranTech Engineering LLC

Check Number: 48616

Invoice No	Check Date	Account Number	Account Name	Description	Amount
2018033-05	9/4/2019	101 016 544 20 41 00	ST-Prof Srv - Engineering	LS Bridge Loading and Scouring Analysis May-Aug 2019	\$1,683.32
					\$1,683.32

Vendor: US Postal Service

Check Number: 48617

Invoice No	Check Date	Account Number	Account Name	Description	Amount
090419 POBOX	9/4/2019	001 013 518 20 31 00	GG-Operating Costs	PO Box Annual Rental	\$204.00
					\$204.00

Vendor: Vantagepoint Transfer Agents - 108991

Check Number: 48541

Invoice No	Check Date	Account Number	Account Name	Description	Amount
082319	8/27/2019	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: 48542

Invoice No	Check Date	Account Number	Account Name	Description	Amount
082319	8/27/2019	001 000 282 00 00 00	Payroll Liability Retirement	ICMA Deferred Comp - Employee Contribution	\$1,880.02
					\$1,880.02

Vendor: Voloshin

Check Number: 48618

Invoice No	Check Date	Account Number	Account Name	Description	Amount
082119 VOLOSHIN	9/4/2019	003 007 558 50 41 00	Developer Reimbursement	LUA2019-0139 Reimbursement	\$854.45
					\$854.45

Vendor: Washington Dept of Ecology

Check Number: 48619

Invoice No	Check Date	Account Number	Account Name	Description	Amount
2020-WAR307429	9/4/2019	301 016 595 61 64 02	TIZ3 - S. Lake Stevens Rd	FY 2020 SW Fee S Lake Stevens Road Multi Use Path	\$1,203.00
					\$1,203.00

Vendor: Washington State Criminal Justice

Check Number: 48620

Invoice No	Check Date	Account Number	Account Name	Description	Amount
201133052	9/4/2019	001 008 521 40 49 01	LE-Registration Fees	Registration - DT Control Tactics - Kilroy	\$700.00
					\$700.00

Vendor: Washington State Support Registry

Check Number: 0

Invoice No	Check Date	Account Number	Account Name	Description	Amount
082319	8/27/2019	001 000 284 00 00 00	Payroll Liability Other	Employee Paid Child Support	\$163.50
					\$163.50

Vendor: Watch Systems LLC

Check Number: 48621

Invoice No	Check Date	Account Number	Account Name	Description	Amount
42052	9/4/2019	001 008 521 20 41 00	LE-Professional Services	Community Sex Offender Notifications	\$133.69
					\$133.69

Vendor: Weed Graafstra & Associates Inc

Check Number: 48622

Invoice No	Check Date	Account Number	Account Name	Description	Amount
080519 WGA	9/4/2019	001 011 515 41 41 00	Ext Consultation - City Atty	Legal Services - General Matters	\$3,093.75
080519 WGA	9/4/2019	001 011 515 45 41 00	Ext Litigation - City Atty	Legal Services - General Matters	\$6,153.50
080519 WGA	9/4/2019	301 016 544 40 41 00	Street Op - P&D - 20th St SE	Legal Services - 20th Street Acquisitions	\$255.00
090319 WGA	9/4/2019	001 011 515 45 41 00	Ext Litigation - City Atty	Legal Services - General Matters	\$3,870.00
090319 WGA	9/4/2019	301 016 544 40 41 00	Street Op - P&D - 20th St SE	Legal Services - 20th Street Acquisitions	\$150.00
090319 WGA	9/4/2019	401 070 535 10 41 00	SE-Professional Service	Legal Services - General Matters	\$348.75
					\$13,871.00

Vendor: West Marine Pro

Check Number: 48623

Invoice No	Check Date	Account Number	Account Name	Description	Amount
003352	9/4/2019	001 008 521 21 31 00	LE-Boating Minor Equipment	Boat Flags/Gas Ring/Pendr Hngr PT45	\$128.45
					\$128.45

Vendor: Zachor and Thomas Inc PS

Check Number: 48624

Invoice No	Check Date	Account Number	Account Name	Description	Amount
19-LKS0008	9/4/2019	001 011 515 41 41 02	Ext Consult - Prosecutor Fees	Prosecution Services Aug 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. *Discussion ensued and* 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-the code* language be simplified so that a lay person can interpret *the language*, erect a sign and know they are in compliance. Councilmember McDaniel reminded *the* 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.

In response to Councilmember Welch's question Councilmember Daughtry clarified he is requesting the sections dealing with size and staking requirements be removed from the ordinance 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, Attorney Rubstello said this is the first time Council has dealt with *Reed v. Gilbert* since he has been city attorney.

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 noted that Councilmembers Daughtry, Low (former councilmember), Hilt, Welch, McDaniel, Holder (former councilmember), Tageant and Mayor Spencer were present at this meeting. Councilmember Gailey 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 with the same councilmembers and Mayor in attendance. He-Councilmember Gailey 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 this is before Council this evening to correct a situation a situation regarding the City's sign codes that was brought forward by Councilmember Gailey; 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

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

Tuesday, August 27, 2019

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

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

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

ELECTED OFFICIALS ABSENT: Marcus Tageant

STAFF MEMBERS PRESENT: City Administrator Gene Brazel, Finance Director Barb Stevens, Community Development Director Russ Wright, Public Works Director Eric Durpos, Capital Projects Coordinator Aaron Halverson, Senior Engineer Grace Kane, Police Chief John Dyer, Commander Jeff Beazzizo, IT Manager Troy Stevens, Human Resources Director Teri Smith, Human Resources/Executive Assistant Julie Good, City Clerk Kathy Pugh, City Attorney Greg Rubstello, IT Specialist Khader Welaye, Building Inspector/Code Enforcement Officer Scott Perron, Police Department Administrative Assistant Jessica Dreher and Associate Planner Sabrina Harris

OTHERS: Veterans Commissioners Vern Rasmussen, Karen Boe and Kevin McLarnon, and Arts Commissioners Jim Haugen, Laura Katz and Kate MacKenzie; Attorney Dan Swedlow from Summit Law

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

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

Approval of Agenda:

Councilmember Petershagen requested Consent Agenda Item B, City Council Special Meeting Minutes of August 7, 2019 be moved to Discussion items, saying he believes the minutes as they relate to the sign code discussion could be expanded and that would be helpful for future discussions.

MOTION: Moved by Councilmember McDaniel, seconded by Councilmember Hilt, to approve the agenda with noted change. On vote the motion carried (6-0-0-1).

Citizen Comments: None.

New Employee Introductions:

- IT Director Stevens introduced the new IT Support Specialist Khader Welaye.
- Community Development Director Wright introduced Sabrina Harris, who was recently promoted to Associate Planner, and the new Building Inspector/Code Enforcement Officer Scott Perron.
- Police Chief Dyer introduced the new Police Department Administrative Assistant, Jessica Dreher.

Council Business:

- Councilmember Daughtry: Veterans Appreciation Day on August 31, 2019, Veterans Services Officer.
- Councilmember Petershagen: Sewer District.
- Councilmember McDaniel: North Cove Park progress.

Mayor Spencer reminded that ultimately the Veterans Service Officer will be able to use space in the new Food Bank building.

City Department Report:

- City Administrator Gene Brazel: Thanked Human Resources Director Teri Smith for her service and wished her well in her future endeavors.
- Community Development Director Russ Wright: North Cove Park Phase II, Land Use hearing update.
- Public Works Director Eric Durpos: North Cove Park update, Village Way, South Lake Stevens Road, 91st Street Overlay completed.
- Human Resources Director Teri Smith: staffing update, Julie Good will be Interim Human Resources Director.
- Chief of Police John Dyer: June statistics, all categories lower in 2019 from 2018. Lake Stevens recently identified as best suburb in Washington state based on public safety, graffiti update, new building design update, staffing update.
- Finance Director Barb Stevens: Police Department financing update; Auditors tentatively scheduled to begin annual audit on September 23, 2019.

Consent Agenda:

MOTION: Moved by Councilmember Welch, seconded by Councilmember Petershagen, to approve:

- A. 2019 Vouchers [Payroll Direct Deposits of \$237,047.65, Payroll Check No. 48392 totaling \$1,836.83, Electronic Funds Transfers (ACH) of \$299,572.81, Claims Check Nos. 48393-48402, 48404-48538 totaling \$1,041,953.13, Void Check No. 48357 in the amount of \$4,500.00, Total Vouchers Approved: \$1,575,910.42];
- B. [Removed to Discussion Items];
- 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; and

G. Machias Industrial Annexation: Accept Updated 10% Annexation Petition and Authorize 60% Petition Circulation.

On vote the motion carried (6-0-0-1).

Mayor's Business: Mayor Spencer administered the Oath of Office to the new Arts Commissioners Jim Haugen, Laura Katz and Kate MacKenzie and the new Veterans Commission members Vern Rasmussen, Karen Boe and Kevin McLarnon. [Recording equipment malfunction in power supply, power plug replaced.]

Mayor Spencer introduced and read a Proclamation proclaiming the month of September as Childhood Cancer Awareness month, and then requested a motion endorsing the proclamation.

MOTION: Moved by Councilmember Welch, seconded by Councilmember Daughtry to support the Proclamation proclaiming September as Childhood Cancer Awareness month. On vote the motion carried (6-0-0-1).

Mayor Spencer then shared a letter he plans to send to the Lake Stevens Sewer District Commissioners tomorrow regarding their bond issues. He wanted to bring it to Council's attention and invited their questions and comments, and there were none.

Public Hearing: None.

Action Items:

Frontier Village Access Bid Award and Approve Contract with SRV Construction, Inc:

Public Work Director Durpos presented the staff report and said this project is to improve Frontier Village Access from 4th Street NE, and added the project is partially funded by a Washington Department of Transportation grant. He reviewed the bid process and said SRV Construction, Inc. submitted the lowest responsive bid at \$522,518.50. Staff recommends the bid be awarded to SRV Construction in that amount with an administrative contingency of \$78,381.50 for a total project amount of \$600,900.00. Work is expected to be completed before the end of this year. Director Durpos then invited questions from Council and there were none.

MOTION: Moved by Councilmember Hilt, seconded by Councilmember Welch, to award Project No. 18014 Frontier Village Access Improvement to SRVE Construction, Inc. 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. On vote the motion carried (6-0-0-1).

Professional Services Contract with Welch Comer for Construction Management of

Frontier Village Way Access Improvement: Public Works Director Durpos presented the staff report and said this request is to award a Construction Management contract to Welch Comer for providing construction management and oversight of the Frontier Village Way Access Improvement project, just discussed. \$143,600 remains in the project budget, and the amount is sufficient to cover these construction administration services which are set out at \$79,000 in the Scope of Services. Staff is also requesting a 10% administrative contingency (\$7,900) for a total amount of \$86,900. Director Durpos noted the original staff report had an incorrect, higher dollar amount for these services, and \$79,000 is the correct amount. Director Durpos then invited questions from Council.

Responding to Councilmember Gailey's question, Director Durpos confirmed there will be approximately \$60,000 left that was originally budgeted for this project.

MOTION: Moved by Councilmember Welch, seconded by Councilmember Hilt, to authorize the Mayor to execute a Professional Services Agreement with Welch, Comer & Associates, Inc. to administer State funded construction administration services for Project No. 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. On vote the motion carried (6-0-0-1).

South Lake Stevens Road Right of Way Acquisition: Director Durpos presented the staff report and said a portion of the property at 1529 S. Lake Stevens Road needs to be acquired to construct the South Lake Stevens Multi-Use Path. This property acquisition will square the property boundary of 1529 South Lake Stevens Road with the adjacent properties to the north and south and establish a consistent right-of-way line. The City has reached an agreement with the property owner to acquire the property for \$22,000. Director Durpos then invited questions from Council and there were none.

MOTION: Moved by Councilmember Daughtry, seconded by Councilmember Welch, to Authorize the Mayor to enter into a Purchase and Sale Agreement to Acquire 1,373 square feet of property at 1529 South Lake Stevens Road for \$22,000.00. On vote the motion carried (6-0-0-1).

Human Resources Director Salary Adjustment: Human Resources Director Smith presented the staff report and summarized when a non-represented position becomes vacant, past practice has been to review the job description as well as conduct an internal and external salary review prior to recruitment. This helps to ensure Lake Stevens is competitive and attractive to potential candidates, and this has been completed using the cities previously by Council for comparables. During this process it was discovered the Human Resources Director salary was approximately 13% below the market average. 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. Staff recommends the HR Director salary range be increased at this time to reflect the current market conditions with this increase taking effect upon the hiring of a new HR Director. The change in salary range for the other directors will be addressed in the budget process for 2020.

Responding to Councilmember Gailey's question, Director Smith said the reason to adjust the HR Director salary now is because the position is being recruited for now.

Councilmember McDaniel requested all salaries be kept at the present level and let the new Council address salary adjustments. She believes the City will receive qualified candidates without making the salary adjustment.

Councilmember Petershagen requested clarification on which positions would be adjusted and Director Smith responded the positions of Community Development Director, Finance Director, HR Director and Public Works Director.

Mayor Spencer clarified all salary adjustments except the HR director would be handled through the budget process. This is a request to adjust the HR Director salary to aid in recruitment for this position and the remaining salaries will be considered during the budget process.

City Administrator Brazel said for successful recruitment of qualified applicants it is critical that the salary range be competitive. He added this is an adjustment to the salary range, and a new employee does not necessarily start at the top of the salary range.

MOTION: Moved by Councilmember Welch, seconded by Councilmember Petershagen, to authorize a Change to the Human Resource Director classification from Salary Range NRE64 to NRE70 effective upon hire of the new director. On vote the motion carried (6-0-0-1).

Police Department Vehicle Purchase 2020: Police Chief Dyer presented the staff report and said the Police Department has over 30 vehicles in its fleet. To keep the fleet in operation a replacement cycle based on 5 years for patrol vehicles and 10 years for non-line vehicles was created. Police vehicles are purchased out of the Law Enforcement 520 Capital replacement funds. The full cost of these replacements is \$207,778.16. He noted the time from order to delivery date can be up to 6 to 8 months; this is a request to order the vehicles now, and they will be paid from the 2020 budget.

Chief Dyer then responded to Councilmember Gailey's question regarding the five-year fuel cost, saying the hybrid was selected due to the lower fuel cost, which is an approximate 40% savings.

Responding to Councilmember Daughtry's question, Commander Beazizo said the Ford Connect is a smaller vehicle, selected for use by the Evidence Clerk. Its size will accommodate the required usage.

MOTION: Moved by Councilmember McDaniel, seconded by Councilmember Welch, to Approve the ordering of four Police Vehicles in 2019 for replacement in 2020. On vote the motion carried (6-0-0-1).

Resolution 2019-14 Declaring the Official Intent to Reimburse for Acquisition of Real Property and Remodeling Costs of a Police Department Building: Finance Director Stevens presented the staff report and said the City Council approved the purchase of the Fire Conference Center on April 23, 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. Staff is working with bond counsel to determine the best financing options and it is possible the sale will close prior to issuance of the bonds and the purchase will need to be made from other city funds. This resolution allows the City to reimburse itself from the proceeds of debt financing for costs incurred and paid for from other city funds. Director Stevens then invited questions Council and there were none.

MOTION: Moved by Councilmember Welch, seconded by Councilmember Hilt, to Approve Resolution 2019-14 Declaring the Official Intent of the City to Reimburse Itself from the Proceeds of Tax-Exempt Bonds for Costs of Acquiring Real Property for a Police Facility that may incur prior to issuance of such financing. On vote the motion carried (6-0-0-1).

Discussion Items:

Mayor Spencer noted there are two items, one is the August 7, 2019 meeting minutes, and the other is questions about advice that was given to people who have signs.

August 7, 2019 Special Meeting Minutes: Councilmember Petershagen commented a lot of time was spent in the August 7th meeting discussing the sign code, a lot of information was

presented, and there is a commitment to spend additional time including a public hearing and some action in the coming year. He believes it is important to have minutes that show more context of what was discussed. He would like to see the minutes expanded upon.

Mayor Spencer responded the City Clerk has already been asked to do this.

Councilmember McDaniel commented on what she understood were the changes made in Councilmember Daughtry's motion to remove the height and stake requirements, and believes the ordinance as published does not reflect the motion as made because the height and staking requirements were taken out, as was size.

Councilmember Daughtry responded size was in the original ordinance, which was not changed.

Councilmember McDaniel believes the ordinance as published is unconstitutional, and noted some people received notices about their signs and others did not. She asked if the Food Bank received a notice.

Discussion ensued between Councilmembers Welch and McDaniel as to whether the sign on the Food Bank property is exempt from the sign regulations and whether or not the City has a stake in the Food Bank project, with Councilmember Welch believing the City does have a stake in the project and Councilmember McDaniel believing this is a grey area. Councilmember McDaniel was also concerned about a political sign located on the Food Bank property.

Mayor Spencer shared his recollection that a request was made to pass a motion creating a new section dealing with temporary noncommercial signs, and that all of the terms of the current code regarding size, including height and other terms that limit signs in that way, and not the message, be carried forward. He believes this was Council's understanding at the time the motion was passed.

Councilmember Daughtry added the reason he requested height be removed is because it was not in the original ordinance.

Councilmember McDaniel responded that height may be important and referenced a tall sign on South Lake Stevens Road that found its way into the road; she said it may not have been anchored properly.

Councilmember Daughtry commented the premise of the change to the code was to make it compliant with the Constitution. The ordinance as written added regulations to the code instead of simply making it compliant, which he believes should have been the intent of the ordinance. The ordinance as originally written imposed more regulations on people who are not part of the issue, and Councilmember Daughtry believes this would be unfair. He added the code needs to be reviewed in a public process and the intent of his motion was to make the City's code compliant.

Councilmember McDaniel hopes at this point that everyone will be responsible. She is concerned that some signs are dangerously placed and requested that anyone in an election consider the public's safety when placing signs.

Mayor Spencer commented this is not an easy code to amend and it is going to take time. He spoke with Councilmember Petershagen and is suggesting the time for reviewing and amending

the sign codes be extended from six months to twelve months from the date the motion was passed. This will allow time to complete a legitimate process, and if it does not take the full twelve months, a new ordinance can be passed sooner. Mayor Spencer commented this topic was brought up by the Council, the Council will be dealing with the topic and he does not believe it makes sense for the Planning Commission to be involved. He requested an amendment to the motion and to the code that this be a topic that Staff work with the Council on in both workshops and in more formal ways to address the code and not have it go before the Planning Commission.

Planning Director Wright clarified the public hearing is scheduled in October, and City Attorney Rubstello clarified the time to make any changes to the ordinance is at the time of the Public Hearing, including any changes to the interim regulations.

Councilmember Gailey asked if there is a recording of the clarifying discussion between the City Attorney and Councilmember Daughtry following the August 7th meeting. City Clerk Pugh responded she has no knowledge of a recording of that conversation.

Responding to Councilmember McDaniel's question, Attorney Rubstello said the conversation between himself and Councilmember Daughtry took place the morning after the August 7th meeting, and that he called Councilmember Daughtry to confirm his understanding of the motion and what needed to be done to the ordinance. Further responding to Councilmember McDaniel's question, Attorney Rubstello said this is not done all of the time, but the problem in this instance was the motion as made was a narrative direction of what to do rather than actual code language that was being requested to be changed. Attorney Rubstello added this was a short conversation.

Responding to Councilmember Gailey's question as to whether the motion in the minutes is accurate, Attorney Rubstello said the motion is accurate.

Councilmember McDaniel commented the City Attorney is the Council attorney and she believes it is inappropriate for the City Attorney to have a private conversation with one councilmember regarding what the councilmember asked to be passed without a public meeting or a quorum. She commented people can change their minds six or eight hours later after thinking how they could have better worded a motion.

Attorney Rubstello responded he would not frame the conversation that way and clarified what was discussed was how Attorney Rubstello understood the motion. Attorney Rubstello said his understanding of the motion was confirmed.

Councilmember McDaniel commented all councilmembers should have received an email of the conversation. Attorney Rubstello said this can be done and he will be happy to do so in the future.

Councilmember Gailey commented in the motion it asked for the sign size to be taken out of the four paragraphs, but in reality all four paragraphs were taken out completely, which takes out sign size. Attorney Rubstello responded the language in the narrative of the motion was broader than just taking out language. It refers to the two code sections, and so those two sections were stricken from the ordinance as it was drafted. Attorney Rubstello understood that was the direction of the motion and so that is how the ordinance was amended to conform to the motion. Attorney Rubstello added if there is disagreement as to what should be in the

ordinance, it can certainly be addressed when the interim ordinance comes back for Council consideration.

Councilmember McDaniel commented for her it is about proper process, the Open Public Meetings Act, and giving the people here the knowledge that when things are passed they are not re-explained the next day.

Attorney Rubstello does not believe that is what occurred. He added that he understands Councilmember McDaniel's comments and said his intent was not to do something different from the actual motion that was passed; he believes the sign ordinance reflects the motion.

Councilmember McDaniel requested in the future that if the City Attorney contacts a councilmember for clarification on an action item, all councilmembers be advised of the communication and the communication be made a public record.

Executive Session: At 8:06 p.m. Mayor Spencer announced an executive session beginning in approximately 5 minutes to last 20 minutes to discuss two matters (property near boat launch and property the City proposes to sell to Costco) with possible action to follow, and Collective Bargaining. Mayor Spencer added Collective Bargaining will be taken up first. Mayor Spencer noted for the record that Councilmember Tageant is not present and is not participating in the executive session.

At 8:28 p.m. Administrator Brazel announced the executive session is extended ten minutes.

Councilmember Hilt left the meeting at 8:36 p.m.

At 8:38 p.m. the regular meeting of the City Council reconvened.

Adjourn:

Moved by Councilmember McDaniel, seconded by Welch, to adjourn the meeting at 8:38 p.m. On vote the motion carried (6-0-0-1).

John Spencer, Mayor

Kathy Pugh, City Clerk

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

Tuesday, September 3, 2019
Lake Stevens Fire Station 82 Conference Room
9811 Chapel Hill Road, Lake Stevens

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

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

ELECTED OFFICIALS ABSENT: None

STAFF MEMBERS PRESENT: City Administrator Gene Brazel, Finance Director Barb Stevens, Community Development Director Russ Wright, Public Works Director Eric Durpos, Interim Human Resources Director Julie Good, City Clerk Kathy Pugh, Police Chief John Dyer, Parks Planning and Development Coordinator Jill Meis

OTHERS:

Mayor Spencer called the meeting to order at 7:04 p.m. and turned the meeting over to Council President Petershagen.

Catherine Creek Park Lease Renewal: Parks Planning and Development Coordinator Jill Meis said the City has leased Catherine Creek Park from the Lake Stevens School District for many years. The original lease in 1973 was for 25 years and since that time the lease has been renewed twice in ten-year increments. The current lease renewal expires December 31, 2019 and Coordinator Meis requested direction from Council as to renewing the lease under the same terms and conditions.

Following discussion as to how the park is used, the high level of use it receives, parking and maintenance considerations, Council supported renewing the lease for another ten years.

Village Way Property Surplus: Public Works Director Durpos reviewed the piece of property in question is a small parcel located adjacent to Village Way where the road is being built into the shopping center. Director Durpos said the section of property proposed is not needed for the road or for construction purposes and is encumbered by a utility easement. The property was appraised at \$70,000, and staff proposes to surplus the property; this was included as part of the original project budget. Director Durpos added the adjoining property owner is interested in purchasing the property.

Discussion ensued as to whether the property would be suitable for parking, including as an overflow for the Park & Ride, or as additional parking available for use by customers of the new businesses that are coming in, with Councilmembers expressing a concern that there is already

not enough parking in the area. Mayor Spencer summarized that Staff will explore various parking options and bring them back to Council for consideration.

WATV Ordinance Follow Up re Citizen Request to Amend to Allow ATV's: Police Chief Dyer said this is being brought forward for discussion following a citizen comment at a recent Council meeting requesting the WATV ordinance approved in December 2018 be amended to also allow ATV's. Chief Dyer reminded ATV's were discussed and Council at the time did not wish to include them in the ordinance.

Discussion ensued as to the difference between ATV's and quads, safety features and equipment and general safety of ATV's versus WATV's. Also discussed was whether other cities already allow ATV's. Following discussion there was consensus to make no changes to the WATV ordinance at this time.

Boards & Commissions: City Clerk Kathy Pugh said these topics are being brought forward for Council direction.

Library Board: Clerk Pugh said the Library Board has vacancies and they are difficult to fill. The City Code provides that board members are residents of the City or the Urban Growth Area, and the Library boundaries are contiguous with the Lake Stevens School district. The proposal is to amend Lake Stevens Municipal Code 2.60 to include that Library Board members may be residents of the Lake Stevens School District, and Council supported this proposal.

Civil Service Commission: Clerk Pugh said that LSCM 2.68 provides that appointments to the Civil Service Commission expire on July 1 of each year; staff proposes amending the code so appointments expire on December 31, the same as other board and commission appointments. Additionally, if Council agrees, Staff's recommendation is that the current Civil Service Commission appointments be extended to December 31, of the year in which their term expires. Council agreed with this recommendation.

Board and Commission Recognition: Clerk Pugh said that in 2001 Council approved a policy for an annual volunteer recognition for board and commission members in the form of a dinner. At some point, the practice was stopped. Clerk Pugh said the recognition was started again in approximately 2015 and the last two years has consisted of a reception on the fifth Tuesday of October. She noted attendance is not consistent and requested Council input on recognizing volunteers.

Discussion ensued and there was general agreement that partnering with the Rotary or Chamber when they do their recognition might be a good solution. Clerk Pugh will reach out to Jim Haugen to see if this is possible.

Upcoming Proposed Marijuana Legislation: Mayor Spencer said the City's lobbyist, Doug Levy provided information that the Liquor Control Board (LCB) is working on legislation focused on encouraging women and minorities owned businesses to enter into the business of growing or retailing marijuana. The LCB is considering a number of amendments but are primarily looking at changes to encourage more medical marijuana growing and distribution. Mr. Levy requested input and the Mayor said he responded the city would be opposed to anything that would take away local control. He added the state should look harder at providing capital to get women and minorities into business.

Discussion ensued with Councilmember Tageant commenting the state should look at giving some of the monies from this industry back to cities or give cities the ability to go outside the Urban Growth Area for minority owned businesses.

Mayor Spencer said there will be lots of time to provide input, and he will prepare a letter focusing on the issue of local control.

Councilmember Petershagen commented on the Seattle Times article regarding traffic on Highway 9.

Councilmember Hilt provided a brief update on the status of the Snohomish Health District.

Councilmember McDaniel commented on the road sign change at 20th Street NE and 114th. For 114th the designation has been changed to "Avenue" and she has been contacted by residents requesting the signage for 114th be changed back to "Drive." In particular she is concerned for senior residents who require emergency services from time to time.

Director Wright responded staff is looking into this and it will take some time to sort out.

Mayor Spencer suggested putting the sign back up the way it was, completing the research and then talking to residents.

In response to Councilmember Gailey's question regarding Wyatt Park, Director Wright said Snohomish County drafted an interlocal agreement (ILA) that was more of a maintenance agreement and a lease to the city. The city is tweaking the agreement so that it is a property transfer agreement and not a maintenance agreement. This new agreement is under review and Director Wright anticipated it will be brought back to Council in October.

Mayor Spencer briefly reviewed the history of the proposed Wyatt Park transfer to the city, including that he and city staff have met with County Executive Dave Somers, Parks and Recreation Director Tom Teigen, and Chief of Staff Lacey Harper.

Discussion ensued with Chief Dyer commenting the police officers have made a presence this summer, but this is really the county's jurisdiction, and Councilmember McDaniel suggesting that perhaps the media could be used to leverage a campaign.

Responding to Councilmember McDaniel's question, Chief Dyer said a 9/11 commemoration is planned at Lake Stevens Fire Station 81 at 10:00 on that date.

There being no further business, Council President Petershagen adjourned the meeting at 8:01 p.m.

John Spencer, Mayor

Kathy Pugh, City Clerk



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LAKE STEVENS CITY COUNCIL
STAFF REPORT

Council Agenda Date: September 10, 2019

Subject: 2019 Bond Ordinance No. 1065

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

RECOMMENDATION(S)/ACTION REQUESTED OF COUNCIL:

Approve Ordinance 1065, authorizing the issuance and sale of LTGO bonds not to exceed \$9,400,000 to finance the cost to acquire and remodel real property to provide facilities for the Police Department; and to designate the Mayor, City Administrator, and Finance Director as representatives to negotiate the sale of the bonds.

SUMMARY/BACKGROUND:

The 2019A Limited Tax General Obligation (LTGO) bonds will be used to finance the cost to acquire and remodel real property to provide facilities for the Police Department. Any remaining bond proceeds will be used for city purposes including but not limited to rehabilitation of the current police department.

This ordinance delegates authority to the Mayor, City Administrator, and Finance Director to negotiate the sale of the bonds, within stated parameters, based on the results of public offering process currently underway. This will allow for efficient and timely closing of the property purchase approved by City Council on April 23rd.

The notable parameters of the public offering include:

- Bonds may not exceed \$9,400,000 (Intent is to receive \$9,000,000)
- Maximum term of the bond may not exceed 30 years
- The true interest cost (TIC) for the bonds does not exceed 4.25% (Based on current market rate)

APPLICABLE CITY POLICIES:

The Council is required to approve the issuance of bonds.

BUDGET IMPACT:

A new debt service fund will be established for making the required payments on the bonds. When debt service payments are due, funds from Real Estate Excise Tax Fund will be transferred to the newly established debt service fund so the payments can be made. These payments are included in the budget and forecast model. Under the proposed terms, the bonds will mature in 2049.

ATTACHMENTS:

- Exhibit A: Ordinance 1065 – 2019A LTGO Bond

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

ORDINANCE NO. 1065

AN ORDINANCE of the City of Lake Stevens, Washington, authorizing the issuance and sale of limited tax general obligation bonds of the City in an aggregate principal amount not to exceed \$9,400,000 to finance the cost of acquiring and remodeling real property to provide facilities for the City's police department; establishing terms of and parameters for the bonds; authorizing each of the Mayor, City Administrator, and Finance Director to act as the City's designated representative to negotiate the sale of the bonds in one or more series; providing for the disposition of the bond proceeds; and providing for the annual levy of taxes to pay the principal of and interest on the bonds.

PASSED: September 10, 2019

Prepared by:

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

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

ORDINANCE NO. 1065

AN ORDINANCE of the City of Lake Stevens, Washington, authorizing the issuance and sale of limited tax general obligation bonds of the City in an aggregate principal amount not to exceed \$9,400,000 to finance the cost of acquiring and remodeling real property to provide facilities for the City's police department; establishing terms of and parameters for the bonds; authorizing each of the Mayor, City Administrator, and Finance Director to act as the City's designated representative to negotiate the sale of the bonds in one or more series; providing for the disposition of the bond proceeds; and providing for the annual levy of taxes to pay the principal of and interest on the bonds.

WHEREAS, the City of Lake Stevens, Washington (the "City"), wishes to acquire facilities for the City's police department, and the City Council (the "Council") has approved for this purpose the purchase and improvement of certain real property within the City currently owned by the Lake Stevens Fire District (as further described herein, the "Project"); and

WHEREAS, the Council finds that it is in the best interest of the City and its residents to finance the cost of the Project by the issuance of limited tax general obligation bonds of the City, in a principal amount not to exceed \$9,400,000 (the "Bonds"); and

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

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

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

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

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

Bond Registrar means for a series of Bonds, either the Finance Director or the Fiscal Agent, as shall be specified in each Purchase Contract, for the purposes of registering and authenticating a series of the Bonds, and maintaining the Bond Register for, effecting transfers of ownership of, and paying principal of and interest on, those Bonds.

Bonds means the City of Lake Stevens, Washington, Limited Tax General Obligation Bonds, 2019A, authorized to be issued under this ordinance in an aggregate principal amount not to exceed \$9,400,000 in one or more series.

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

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

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

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

DTC means The Depository Trust Company, New York, New York, a limited purpose trust company organized under the laws of the State of New York, or any successor substitute depository, as provided in this ordinance.

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

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

Letter of Representations means the blanket issuer letter of representations from the City to DTC dated December 1997.

MSRB means the Municipal Securities Rulemaking Board or any successor to its functions.

Project means the acquisition of and improvements to certain real property, as described in Section 2 of this ordinance, together with incidental costs incurred in connection with carrying out and accomplishing the Project, consistent with RCW 39.46.070.

Purchase Contract means a bond purchase contract for the sale of a series of Bonds to a Purchaser, authorized to be entered into pursuant to Section 11 hereof.

Purchaser means D.A. Davidson & Co., Seattle, Washington, or the corporation, firm, bank, financial institution, or other legal entity or group of entities selected by a Designated Representative to purchase a series of the Bonds in a negotiated underwriting or private placement.

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

Rule means the SEC's Rule 15c2-12 under the Securities Exchange Act of 1934, as the same may be amended from time to time.

SEC means the United States Securities and Exchange Commission.

Tax Certificate means the certificate with respect to federal tax matters relating to the Tax-Exempt Bonds authorized to be executed by the Finance Director in accordance with Section 10.

Taxable Bonds means a series of the Bonds to be issued with interest that is not intended to be excludable from gross income for federal income tax purposes.

Tax-Exempt Bonds means a series of the Bonds to be issued with interest that is intended to be excludable from gross income for federal income tax purposes.

In this ordinance, unless the context otherwise requires:

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

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

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

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

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

Section 2. The Project.

(a) *Authority for and Description of Project.* The City wishes to acquire four parcels of real property (located at 1819 and 1825 S. Lake Stevens Road and 10518 and 10532 18th St. S.E. within the City) currently owned by Snohomish County Fire Protection District No. 8 (Lake Stevens Fire District), including four buildings with surface parking on two acres, to provide facilities for the City's police department and other public safety functions. The Project includes the purchase of the real property and the redesign and remodeling of the Fire District's

administration building. Incidental costs incurred in connection with carrying out and accomplishing the Project, consistent with RCW 39.46.070, may be included as costs of the Project. Costs of the Project not paid from proceeds of the Bonds will be paid from other available funds of the City.

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

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

(b) *Debt Capacity.* The maximum amount of indebtedness authorized by this ordinance is \$9,400,000. Based on the following facts, this amount may be issued within the amount of debt permitted to the City for general municipal purposes without a vote:

- The assessed valuation of the taxable property within the City as ascertained by the last preceding assessment for City purposes (i.e., for collection in the calendar year 2019) is \$4,335,798,023.
- As of September 1, 2019, the City has limited tax general obligation indebtedness, consisting of bonds, notes, financing leases, and an interlocal agreement obligation outstanding in the principal amount of \$3,391,009, which is incurred within the limit of up to 1½% of the value of the taxable property within the City permitted for general municipal purposes without a vote.
- As of September 1, 2019, the City has no unlimited tax general obligation indebtedness for capital purposes outstanding.

Section 3. Authorization of Bonds. To finance costs of the Project, the City will issue its limited tax general obligation bonds in an aggregate principal amount not to exceed \$9,400,000 (the “Bonds”). The Bonds shall be general obligations of the City, shall be issued in one or more series (as Taxable Bonds or Tax-Exempt Bonds), shall be designated “City of Lake Stevens, Washington, Limited Tax General Obligation Bonds, 2019A,” with such additional series designations as may be appropriate; shall be fully registered as to both principal and interest; shall be in the denomination of \$5,000 each, or any integral multiple thereof, provided that no Bond of a series shall represent more than one maturity (unless the Bonds of a series are issued as a single bond); shall be numbered separately in such manner and with any additional designation as the Bond Registrar deems necessary for purposes of identification; and shall bear interest from their date, payable semiannually on the dates set forth in a Purchase Contract, commencing on a date and maturing on dates and in principal amounts approved by a Designated Representative pursuant to Section 11 of this ordinance. Each series of the Bonds will bear interest at the rate or rates set forth or provided for in the applicable Purchase Contract pursuant to Section 11 of this ordinance. Interest will be calculated on the basis of a 360-day year

consisting of twelve 30-day months.

Section 4. Registration, Exchange and Payments. In each Purchase Contract for a series of Bonds, the City will designate either the Fiscal Agent or the City's Finance Director as Bond Registrar.

(a) *Fiscal Agent as Bond Registrar.* If the Fiscal Agent is designated to act as Bond Registrar for a series of Bonds, the City hereby adopts for those Bonds the system of registration approved by the Washington State Finance Committee through the appointment of a state fiscal agent to serve as Bond Registrar, authenticating agent, paying agent and transfer agent for the Bonds (the "Bond Registrar"). The Bond Registrar shall keep, or cause to be kept, at its principal corporate trust office, sufficient books for the registration and transfer of that series of Bonds (the "Bond Register"), which shall at all times be open to inspection by the City.

So long as any Bonds of that series remain outstanding, the Bond Registrar shall make all necessary provisions to permit the exchange or registration of transfer of Bonds at its principal corporate trust office. The Bond Registrar may be removed at any time at the option of the City upon prior notice to the Bond Registrar, DTC, and the City's appointment of a successor Bond Registrar. No resignation or removal of the Bond Registrar will be effective until a successor is appointed and the successor Bond Registrar has accepted the duties of the Bond Registrar hereunder. The Bond Registrar is authorized, on behalf of the City, to authenticate and deliver Bonds transferred or exchanged in accordance with the provisions of that series of Bonds and this ordinance and to carry out all of the Bond Registrar's powers and duties under this ordinance. The Bond Registrar is responsible for its representations contained in the Certificate of Authentication on those Bonds.

(i) DTC Acceptance/Letter of Representations. Bonds of that series will initially be held in fully immobilized form by DTC acting as depository. To induce DTC to accept Bonds as eligible for deposit at DTC, the City has executed and delivered to DTC the Letter of Representations. Neither the City nor the Bond Registrar will have any responsibility or obligation to DTC participants or the persons for whom they act as nominees with respect to the Bonds for the accuracy of any records maintained by DTC or any DTC participant, the payment by DTC or any DTC participant of any amount in respect of the principal of or interest on Bonds, any notice that is permitted or required to be given to Registered Owners under this ordinance (except such notices as are required to be given by the City to the Bond Registrar or to DTC), the selection by DTC or any DTC participant of any person to receive payment in the event of a partial redemption of the Bonds, or any consent given or other action taken by DTC as the Registered Owner. For so long as any Bonds are held in fully immobilized form hereunder, DTC or its successor depository will be deemed to be the Registered Owner for all purposes hereunder, and all references herein to the Registered Owners mean DTC or its nominee and shall not mean the owners of any beneficial interest in such Bonds.

(ii) Use of Depository.

(A) The Bonds of that series will be registered initially in the name of Cede & Co., as nominee of DTC, with one Bond maturing on each of the maturity dates for that series of the Bonds in a denomination corresponding to the total principal therein designated to

mature on that date. Registered ownership of immobilized Bonds, or any portions thereof, may not thereafter be transferred except (x) to any successor of DTC or its nominee, provided that any such successor shall be qualified under any applicable laws to provide the service proposed to be provided by it; (y) to any substitute depository appointed by the City pursuant to subsection (B) below or such substitute depository's successor; or (z) to any person as provided in subsection (D) below.

(B) Upon the resignation of DTC or its successor (or any substitute depository or its successor) from its functions as depository or a determination by the City to discontinue the system of book entry transfers through DTC or its successor (or any substitute depository or its successor), the City may appoint a substitute depository. Any such substitute depository must be qualified under any applicable laws to provide the services proposed to be provided by it.

(C) In the case of any transfer pursuant to clause (x) or (y) of subsection (A) above, the Bond Registrar, upon receipt of all outstanding Bonds of that series, together with a written request on behalf of the City, will issue a single new Bond for each maturity of that series then outstanding, registered in the name of such successor or such substitute depository, or its nominee, as the case may be, all as specified in the written request of the City.

(D) If (x) DTC or its successor (or substitute depository or its successor) resigns from its functions as depository, and no substitute depository can be obtained, or (y) the City determines that it is in the best interest of beneficial owners of the Bonds that they be able to obtain Bonds in certificated form, the ownership of Bonds may then be transferred to any person or entity as herein provided, and will no longer be held in fully immobilized form. The City will deliver a written request to the Bond Registrar, together with a supply of definitive Bonds in certificated form, to issue Bonds as herein provided in any authorized denomination. Upon receipt by the Bond Registrar of all then outstanding Bonds together with a written request on behalf of the City to the Bond Registrar, new Bonds will be issued in the appropriate series and denominations and registered in the names of those persons named in the City's written request.

(iii) Transfer or Exchange of Registered Ownership; Change in Denominations. The registered ownership of any Bond held by DTC may be transferred or exchanged, but no transfer of any Bond will be valid unless it is surrendered to the Bond Registrar with the assignment form appearing on the Bond duly executed by the Registered Owner or the Registered Owner's duly authorized agent in a manner satisfactory to the Bond Registrar. Upon surrender, the Bond Registrar will cancel the surrendered Bond and authenticate and deliver, without charge to the Registered Owner or transferee therefor, a new Bond (or Bonds at the option of the new Registered Owner) of the same series, date, maturity, and interest rate and for the same aggregate principal amount in any authorized denomination, naming as Registered Owner the person or persons listed as the assignee on the assignment form appearing on the surrendered Bond, in exchange for the surrendered and canceled Bond. Any Bond may be surrendered to the Bond Registrar and exchanged, without charge, for an equal aggregate principal amount of Bonds of the same series, date, maturity and interest rate, in any authorized denomination. The Bond Registrar is not obligated to transfer or exchange any Bond during a

period beginning at the opening of business on the 15th day of the month next preceding any interest payment date and ending at the close of business on that interest payment date, or, in the case of any proposed redemption of Bonds, after the mailing of notice of the call of such Bonds for redemption.

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

(v) Place and Medium of Payment. Both principal of and interest on the Bonds are payable in lawful money of the United States of America. For so long as a series of Bonds are in fully immobilized form, payments of principal and interest thereon shall be made as provided in accordance with the operational arrangements of DTC referred to in the Letter of Representations. If Bonds are no longer in fully immobilized form, interest on the Bonds will be paid by check or draft mailed to the Registered Owners at the addresses for the Registered Owners appearing on the Bond Register on the 15th day of the month preceding the interest payment date; provided, however, that if so requested in writing by the Registered Owner of at least \$1,000,000 principal amount of Bonds, interest will be paid by wire transfer on the interest payment date to an account with a bank located within the United States. Principal of the Bonds will be payable upon presentation and surrender of the Bonds by the Registered Owners at the principal office of the Bond Registrar.

(b) *Finance Director as Bond Registrar.* If the Finance Director is designated to act as Bond Registrar for a series of Bonds, he or she will act as authenticating and registration agent, transfer agent, and paying agent. Both principal of and interest on the Bonds are payable in lawful money of the United States of America. Interest on the Bonds of that series will be paid by check or draft of the City mailed (on the date such interest is due) to the Registered Owner or nominee at the addresses appearing on the Bond Register on the fifteenth day of the month preceding each interest payment date. Principal of the Bonds is payable upon presentation and surrender of the Bonds to the Bond Registrar by the Registered Owner or nominee at the office of the Bond Registrar in Lake Stevens, Washington.

The Bonds may be transferred only on the Bond Register maintained by the Bond Registrar for that purpose upon the surrender thereof by the Registered Owner or nominee or his or her duly authorized agent and only if endorsed in the manner provided thereon, and thereupon a new fully registered Bond of like series, principal amount, maturity and interest rate will be issued to the transferee in exchange therefor. Upon surrender thereof to the Bond Registrar, a Bond is interchangeable for a bond or bonds (in denominations of \$5,000 or any integral multiple thereof) of an equal aggregate principal amount and of the same series, interest rates and principal payment amounts as the Bond. Such transfer or exchange will be without cost to the Registered Owner or transferee.

(c) *Registered Ownership.* The City and the Bond Registrar may deem and treat the Registered Owner of each Bond as the absolute owner for all purposes (except as provided in Section 11(c) of this ordinance), and neither the City nor the Bond Registrar will be affected by

any notice to the contrary. Payment of the Bonds and transfers of ownership of Bonds will be made only as described herein. All payments made as described in this Section 4 will be valid and will satisfy the liability of the City upon the Bonds to the extent of the amount or amounts so paid.

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

(e) *Unpaid Bonds.* If any Bond is duly presented for payment and funds have not been provided by the City on the applicable payment date, then interest will continue to accrue thereafter on the unpaid principal at the interest rate stated on the Bond until the Bond is paid.

Section 5. Redemption; Purchase of Bonds.

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

(b) *Selection of Bonds for Redemption.* In the case of an optional redemption, the City may select the maturities to be redeemed. As long as the Bonds are held in book-entry only form, the selection of Bonds within a maturity of a series to be redeemed will be made in accordance with the operational arrangements in effect at DTC. If the Bonds are no longer held in book-entry only form and the City redeems at any one time fewer than all of the Bonds of the same maturity within a series, the particular Bonds or portions of Bonds of such maturity to be redeemed will be selected by lot (or in such other manner determined by the Bond Registrar) in increments of \$5,000. In the case of a Bond of a denomination greater than \$5,000, the City and Bond Registrar will treat each Bond as representing such number of separate Bonds each of the denomination of \$5,000 as is obtained by dividing the actual principal amount of such Bond by \$5,000. If only a portion of the principal sum of a Bond is redeemed, upon surrender of the such Bond at the principal office of the Bond Registrar there will be issued to the Registered Owner, without charge therefor, for the then unredeemed balance of the principal sum thereof, at the option of the Registered Owner, a Bond or Bonds of like maturity and interest rate in any of the denominations herein authorized.

(c) *Notice of Redemption.*

(1) *Official Notice.* Unless alternative notice provisions are set forth in the Purchase Contract, and unless waived by any Registered Owner of Bonds to be redeemed, official notice of any redemption, which notice may be conditional, will be given by the Bond Registrar on behalf of the City by mailing a copy of an official redemption notice by first class mail at least 20 days and not more than 60 days prior to the date fixed for redemption to the Registered Owner of the Bond or Bonds to be redeemed at the address shown on the Bond Register or at such other address as is furnished in writing by such Registered Owner to the Bond Registrar.

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

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

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

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

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

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

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

UNITED STATES OF AMERICA

NO. _____

\$ _____

STATE OF WASHINGTON

CITY OF LAKE STEVENS

LIMITED TAX GENERAL OBLIGATION BOND, 2019A ([TAX-EXEMPT/TAXABLE])

INTEREST RATE:

MATURITY DATE:

CUSIP NO.:

REGISTERED OWNER:

PRINCIPAL AMOUNT:

THE CITY OF LAKE STEVENS, WASHINGTON (the "City"), a municipal corporation duly organized and existing under the laws of the State of Washington, hereby acknowledges itself to owe and for value received promises to pay to the Registered Owner identified above, or registered assigns, on the Maturity Date identified above, the Principal Amount indicated above and to pay interest thereon from the date hereof, or the most recent date to which interest has been paid or duly provided for, until payment of this bond at the Interest Rate set forth above, payable on the first days of each _____ and _____, commencing on _____, 20_____. Both principal of and interest on this bond are payable in lawful money of the United States of America. Interest will be calculated on the basis of a 360-day year consisting of twelve 30-day months.

This bond is one of an authorized issue of bonds of like series, date and tenor, except as to number, amount, rate of interest, and date of maturity, in the aggregate principal amount of \$ _____ (the "Bonds"), issued to finance costs of acquiring and remodeling real property for use by the City's police department. The Bonds are issued under and in accordance with the provisions of the Constitution and applicable statutes of the State of Washington and ordinances duly adopted by the City Council, including Ordinance No. _____ (the "Bond Ordinance"). Unless otherwise defined in this bond, capitalized terms used herein have the meanings given those terms in the Bond Ordinance.

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

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

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

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

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

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

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

CITY OF LAKE STEVENS,
WASHINGTON

By: _____ /s/ manual or facsimile
Mayor

ATTEST:

/s/ manual or facsimile
City Clerk

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

CERTIFICATE OF AUTHENTICATION

Date of Authentication:

This is one of the City of Lake Stevens, Washington, Limited Tax General Obligation Bonds, 2019A ([Taxable/Tax-Exempt]), dated _____, 2019, as described in the Bond Ordinance.

[WASHINGTON STATE FISCAL AGENT]

By _____ /s/
Authorized Officer

ASSIGNMENT

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

PLEASE INSERT SOCIAL SECURITY OR TAXPAYER IDENTIFICATION NUMBER OF TRANSFeree

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

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

DATED: _____, ____.

SIGNATURE GUARANTEED:

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

Section 7. Execution of Bonds. The Bonds will be executed on behalf of the City with the manual or facsimile signature of the Mayor, attested by the manual or facsimile

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

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

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

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

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

Section 9. Defeasance. If money and/or Government Obligations maturing at such time or times and bearing interest to be earned thereon in amounts (together with such money, if necessary) sufficient to redeem and retire part or all of the Bonds in accordance with their terms, are set aside in a special account of the City to effect such redemption and retirement, and such

money and the principal of and interest on such Government Obligations are irrevocably set aside and pledged for such purpose, then no further payments need be made into the Bond Fund for the payment of the principal of and interest on the Bonds so provided for, and such Bonds shall cease to be entitled to any lien, benefit or security of this ordinance except the right to receive the money so set aside and pledged, and such Bonds shall be deemed not to be outstanding hereunder.

The City will give written notice of defeasance to the owners of all Bonds so provided for and to each party entitled to receive notice in accordance with any undertaking entered into pursuant to Section 11(c) of this ordinance.

Section 10. Tax Covenants; Special Designation. The City hereby covenants that it will not make any use of the proceeds of sale of the Tax-Exempt Bonds or any other funds of the City that may be deemed to be proceeds of the Tax-Exempt Bonds pursuant to Section 148 of the Code that will cause the Tax-Exempt Bonds to be “arbitrage bonds” within the meaning of said section and said regulations. The City will comply with the requirements of Section 148 of the Code (or any successor provision thereof applicable to the Tax-Exempt Bonds) and the applicable regulations thereunder throughout the term of the Tax-Exempt Bonds. The City further covenants that it will not take any action or permit any action to be taken that would cause the Tax-Exempt Bonds to constitute “private activity bonds” under Section 141 of the Code.

In the Purchase Contract for a series of Tax-Exempt Bonds, the City may designate such series of Tax-Exempt Bonds as “qualified tax-exempt obligations” within the meaning of Section 265(b)(3) of the Code.

Section 11. Sale of Bonds.

(a) *Parameters.* It is in the City’s best interest to provide flexibility for marketing the Bonds. Accordingly, the Council wishes to delegate to the Mayor, City Administrator, and Finance Director the authority to complete the sale of the Bonds by authorizing each to act as the City’s designated representative in accordance with RCW 39.46.040(2). In accordance with this grant of authority, a Designated Representative may determine whether the Bonds will be sold in one or more series, as Tax-Exempt Bonds or Taxable Bonds, by negotiated underwriting or private placement, and to approve final terms for each series of the Bonds, including delivery date, payment dates, interest rates, aggregate principal amount and maturity amounts, redemption or prepayment provisions, designation of a Bond Registrar, and certain other terms for the Bonds, within the following parameters:

- the aggregate principal amount of the Bonds may not exceed \$9,400,000,
- the maximum term for the Bonds may not exceed 30 years,
- the Tax-Exempt Bonds are subject to optional redemption at a price of par no later than the date that is 10½ years following their date of issuance;

- the Bonds are sold (in the aggregate) at a price not less than 95% and not greater than 135%,
- the true interest cost for the Bonds (in the aggregate) does not exceed 4.25%, and
- the Bonds conform to all other terms of this ordinance.

(b) *Procedure for Establishing Series of the Bonds and Underwriting or Private Placement.* A Designated Representative is authorized to determine whether the Bonds are sold in one or more series, as Tax-Exempt or Taxable Bonds, and by negotiated underwriting or private placement. Subject to the terms and conditions listed in subsection (a), above, a Designated Representative is hereby authorized to execute a Purchase Contract for each series of the Bonds that incorporates these terms and to deliver the Purchase Contract to the Purchaser. The signature of one Designated Representative is sufficient to bind the City. Following the execution of a Purchase Contract, a Designated Representative will provide a report to the Council, describing the final terms of the series of Bonds approved pursuant to the authority delegated in this ordinance. The report will be provided to the Council no later than at its next regularly scheduled meeting.

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

The Designated Representative and other City officials, agents and representatives are hereby authorized and directed to do everything necessary for the prompt issuance, execution and delivery of each series of Bonds to the Purchaser and for the proper application and use of the proceeds of sale of those Bonds. In furtherance of the foregoing, the Designated Representative is authorized to approve and enter into agreements for the payment of costs of issuance, including underwriter's discount, the fees and expenses specified in the Purchase Contract, including fees and expenses of Purchaser and other retained services, including bond counsel, rating agencies, fiscal agency, financial advisory services, and other expenses customarily incurred in connection with issuance and sale of bonds.

(c) *Undertaking for Continuing Disclosure.* If a series of the Bonds is sold in an undertaking that is subject to Section (b)(5) of the Rule, a Designated Representative is authorized to execute and deliver a certificate or agreement constituting an undertaking for continuing disclosure for the benefit of the holders of those Bonds to permit the Purchaser to comply with the Rule.

Section 12. Application of Proceeds of Bonds. An account within the Facility Capital Project Fund to be designated as the "Police Department Project Account" (the "Project Account") is hereby authorized to be created in the office of the Finance Director. At the time of

delivery of the Bonds, proceeds of the Bonds shall be deposited in the Project Fund and used to pay costs of the Project and costs of issuance of the Bonds.

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

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

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

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

PASSED by the City Council of the City of Lake Stevens, Washington, at a regular meeting thereof, held on September 10, 2019.

CITY OF LAKE STEVENS,
WASHINGTON

By: _____
Mayor

ATTEST:

City Clerk

CERTIFICATE

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

1. That the attached ordinance is a true and correct copy of Ordinance No. 1065 of the City (the “Ordinance”), duly passed at a regular meeting of the Council held on September 10, 2019.
2. That said meeting was duly convened and held in all respects in accordance with law, and to the extent required by law, due and proper notice of such meeting was given; that a legal quorum was present throughout the meeting and a legally sufficient number of members of the Council voted in the proper manner for passage of the Ordinance; that all other requirements and proceedings incident to the proper passage of the Ordinance have been duly fulfilled, carried out and otherwise observed; and that I am authorized to execute this certificate.

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

Kathy Pugh, City Clerk



LAKE STEVENS CITY COUNCIL
STAFF REPORT

Council Agenda

Date: September 10, 2019

Subject: Amend LSMC 2.60 re Library Board

Contact

Person/Department: Kathy Pugh, City Clerk

Budget Impact: N/A

RECOMMENDATION(S)/ACTION REQUESTED OF COUNCIL: Adopt Ordinance No. 1066 amending LSMC 2.60.020 Membership to provide that members may be residents of the Lake Stevens School District.

SUMMARY/BACKGROUND: The Library Board is composed of nine members, and under the current code appointees must be residents or own property within the city limits or reside within the Urban Growth Area. Since March 2019 there have been three vacancies on the board; prior to that there were two vacancies since approximately November of 2018. Despite multiple recruiting efforts including advertising in the Everett Herald, on the City's web page, on social media and posting vacancy notices at both City Hall and the Library, as well as Councilmembers and Board members reaching out to possible candidates these vacancies have not been filled.

At the September 3, 2019 Council Workshop meeting, staff requested the residency requirements for appointment to the Library Board be extended to include the Lake Stevens Library District, contiguous with the Lake Stevens School District boundaries. This recommendation was made because school district students are heavy users of the library and by expanding the residency requirements to include residents within the school district, broader representation will be achieved. Since that recommendation staff has learned that there is no longer a Lake Stevens Library District. The district was created as a taxing district when Sno-Isle Libraries System was pursuing a bond for a new library facility in Lake Stevens, however, when the bond failed the library district was dissolved. Even with this new information staff recommends the residency requirements be expanded to include residents within the Lake Stevens School District. As written, the ordinance would still require at least five members of the Library Board be residents of the City of Lake Stevens.

APPLICABLE CITY POLICIES:

BUDGET IMPACT: N/A

ATTACHMENTS: Ordinance 1066

CITY OF LAKE STEVENS
LAKE STEVENS, WASHINGTON

ORDINANCE NO. 1066

AN ORDINANCE OF THE CITY OF LAKE STEVENS, AMENDING LAKE STEVENS MUNICIPAL CODE CHAPTER 2 ADMINISTRATION AND PERSONNEL, SECTION 2.60 LIBRARY BOARD, PROVIDING FOR SEVERABILITY, SUMMARY PUBLICATION, AND AN EFFECTIVE DATE.

WHEREAS, the City of Lake Stevens was established as a Non-Charter Code City under RCW 35A, Optional Municipal Code; and

WHEREAS, the Lake Stevens City Council adopted Ordinance 427 in 1993 creating a Library Board; and

WHEREAS, the Lake Stevens City Council adopted Ordinance 478 in 1995 repealing Lake Stevens Municipal Code Title 2, Administration and Personnel and repealing Ordinances 14, 142, 409, 427, and other ordinances, and adopting a new Lake Stevens Municipal Code Title 2, Administration and Personnel to reflect the existence of all City departments, offices, boards and commissions, including the Library Board; and

WHEREAS, LSMC Section 2.31.020 provides that members may be appointed to the Library Board who reside or own property within the City or the City's Urban Growth Area; and

WHEREAS, Lake Stevens School District students are active and frequent users of the Lake Stevens Library; and

WHEREAS, the City Council wishes to provide opportunities for all residents living within the boundaries of the Lake Stevens School District to participate on the City's Library Board,

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

Section 1. Lake Stevens Municipal Code, Chapter 2 is hereby amended as follows:

TITLE 2 Administration and Personnel

2.60 Library Board

* * *

2.60.020 Membership/Appointment/Compensation.

The Library Board shall be composed of nine (9) members, appointed by the Mayor with the approval by a majority vote of the City Council, without regard to political affiliation. The Mayor and Council may appoint a member who resides or owns property within the City or the City's Urban Growth Area, or who resides within the Lake Stevens School District boundaries. At least five (5) members shall be residents of the City. The members of the Library Board shall serve without compensation

* * *

Section 2. Effective Date and Publication. A summary of this ordinance consisting of its title shall be published in the official newspaper of the City. This ordinance shall take effect and be in full force and effect five days after its publication in the City's official newspaper.

PASSED by the City Council of the City of Lake Stevens this 10th day of September 2019.

John Spencer, Mayor

ATTEST:

Kathy Pugh, City Clerk

APPROVED AS TO FORM:

Greg Rubstello, City Attorney

First and Final Reading:_____

Date of Publication:_____

Effective Date:_____



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LAKE STEVENS CITY COUNCIL
STAFF REPORT

Council Agenda

Date: September 10, 2019

Subject: Amend LSMC 2.68 re Civil Service Commission

Contact

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

RECOMMENDATION(S)/ACTION REQUESTED OF COUNCIL: Adopt Ordinance No. 1067 amending LSMC 2.68.020(E) to provide the terms of office for appointed Civil Service Commissioners end on December 31 of successive odd number years, and extending the current appointment of Civil Service Commissions to December 31 of the year in which their respective appointments expire.

SUMMARY/BACKGROUND: Civil Service Commissioners are currently appointed for 6 year terms of office ending on July 1 of successive odd numbered years. All other board and commission appointments are for four years with terms of office expiring on December 31st of the fourth year. Amending LSMC 2.68.020(E) will bring consistency to the terms of appointment for all board and commission appointments by having all appointments expire on December 31st.

This has been discussed with the current members of the Civil Service Commission and all are agreeable to having their appointments extended to expire on December 31 of the final year of their term.

APPLICABLE CITY POLICIES:

BUDGET IMPACT: N/A

ATTACHMENTS: Ordinance 1067

CITY OF LAKE STEVENS
LAKE STEVENS, WASHINGTON

ORDINANCE NO. 1067

AN ORDINANCE OF THE CITY OF LAKE STEVENS, AMENDING LAKE STEVENS MUNICIPAL CODE CHAPTER 2 ADMINISTRATION AND PERSONNEL, SECTION 2.68 POLICE CIVIL SERVICE COMMISSION, PROVIDING FOR SEVERABILITY PUBLICATION BY ORDINANCE TITLE AND AN EFFECTIVE DATE.

WHEREAS, the City of Lake Stevens was established as a Non-Charter Code City under RCW 35A, Optional Municipal Code; and

WHEREAS, the Lake Stevens City Council adopted Ordinance 142 in 1976 creating a Civil Service system and establishing a Civil Service Commission in accordance with Chapter 41.12 of the Revised Code of Washington, and

WHEREAS, the Lake Stevens City Council adopted Ordinance 478 in 1995 repealing Lake Stevens Municipal Code Title 2, Administration and Personnel and repealing Ordinances 14, 142, 409, 427, and other ordinances, and adopting a new Lake Stevens Municipal Code Title 2, Administration and Personnel to reflect the existence of all City departments, offices, boards and commissions, including the Civil Service Commission; and

WHEREAS, terms of office for Civil Service Commissioners currently expire on July 1 of successive odd number years, and all other City board and commission terms expire on December 31; and

WHEREAS, the City Council wishes to provide consistency to the terms of office for appointed board and commission members by having all appointments expire on December 31,

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

Section 1. Lake Stevens Municipal Code, Chapter 2 is hereby amended as follows:

TITLE 2 Administration and Personnel

2.68 Civil Service Commission

* * *

2.68.020 Appointment - Term of Office – Removal

* * *

E. The term of office of Civil Service Commissioners shall be for six years. The terms of office shall be staggered. Commissioner's term shall expire on July 1st December 31 of successive odd number years. Commissioners may be reappointed.

* * *

Section 2. Effective Date and Publication. A summary of this ordinance consisting of its title shall be published in the official newspaper of the City. This ordinance shall take effect and be in full force and effect five days after its publication in the City's official newspaper.

PASSED by the City Council of the City of Lake Stevens this 10th day of September 2019.

John Spencer, Mayor

ATTEST:

Kathy Pugh, City Clerk

APPROVED AS TO FORM:

Greg Rubstello, City Attorney

First and Final Reading: September 10, 2019
Date of Publication: _____
Effective Date: _____



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LAKE STEVENS CITY COUNCIL
STAFF REPORT

Council Agenda

Date: September 10, 2019

Subject: Addendum No. 1 to Real Estate Purchase and Sale Agreement – South Lake Stevens Road Right-of-Way

Contact Aaron Halverson, Capital Projects
Person/Department: Coordinator **Budget Impact:** N/A

RECOMMENDATION(S)/ACTION REQUESTED OF COUNCIL: Authorize the Mayor to sign Addendum No. 1 to Real Estate Purchase and Sale Agreement extending the closing date to October 31, 2020, or sooner, and to make other non-substantive changes as necessary to complete the sale.

SUMMARY/BACKGROUND: On August 27, 2019 City Council approved the Real Estate Purchase and Sale Agreement for acquisition of 1,373 square feet of property at 1529 South Lake Stevens Road in the amount of \$22,000. The purchase is necessary to construct the South Lake Stevens Multi-Use Path project. Prior to Council approval, the Seller had executed the Real Estate Purchase and Sale Agreement (REPSA) on July 29, 2019. While obtaining the final signatures Staff realized the REPSA identified a closing date of on or before July 1, 2019. If approved Addendum No. 1 to the REPSA will extend the closing date to October 31, 2020, or sooner. Staff also requests Council authorize the Mayor to make other non-substantive changes as necessary to complete the sale.

APPLICABLE CITY POLICIES:

BUDGET IMPACT: N/A

ATTACHMENTS: Addendum No. 1 to Real Estate Purchase and Sale Agreement.

**ADDENDUM NO. 1 TO
REAL ESTATE PURCHASE AND SALE AGREEMENT**

The undersigned Purchaser, City of Lake Stevens, a municipal corporation, and the undersigned Seller, Camarena Ezequiel, a married man, as his sole and separate estate, under the Real Estate Purchase and Sale Agreement dated August 29, 2019, regarding the sale of property at 1529 South Lake Stevens Road (Snohomish County Tax Parcel No. 00586900000505), hereby agree to extend the deadline for closing said transaction to October 31, 2020, or sooner. All other terms and conditions of the Real Estate Purchase and Sale Agreement shall remain in full force and effect, unchanged.

DATED this _____ day of September 2019.

PURCHASER:

CITY OF LAKE STEVENS

John Spencer, Mayor

DATED this _____ day of September 2019.

SELLER:

Camarena Ezequiel



LAKE STEVENS CITY COUNCIL
STAFF REPORT

City Council
Agenda Date: September 10, 2019

Subject: Naming Park Located in the Timbers (fka Nourse) Residential Development

Contact	Jill Meis, Parks Planning and Development	Budget	
Person/Department:	Coordinator	Impact:	<u>\$0</u>

RECOMMENDATION(S)/ACTION REQUESTED OF COMMISSION: Adopt formal name of “Oak Hill Park” for the park located in the Timbers residential development, formerly known as Nourse.

SUMMARY/BACKGROUND: The city of Lake Stevens will receive the ownership of a 2.63 acre park located within the Timbers residential development formerly known as Nourse. The 2.63-acre park amenities include picnic tables and benches, playground, trail, basketball courts and restrooms.

The Park and Recreation Planning Board held a public hearing and solicited names for a period of no less than two weeks via social media, the city website and the Herald. The Park and Recreation Planning Board recommends the name “Oak Hill Park”, it is complimentary to the area in which it is located and reflects the trees planted there, as well as the park is located on the corner of Oak Road and Callow Road.

APPLICABLE CITY POLICIES: City Policy No. P-3-90

BUDGET IMPACT: \$0

ATTACHMENTS:

- A. City Policy No: P-3-90
- B. Park Site plan

CRITERIA FOR NAMING CITY PARKS

City Policy No.: P-3-90

Effective: October 9, 1990

Department Review:

City Administrator RS

Building Official JL

Superintendent of Public Works Hop

City Planner QW

Chief of Police

Clerk-Treasurer BK

The following criteria for naming City Parks is adopted as a procedural guideline:

1. Upon receiving a request from an organization, or upon its own initiative, the City Council will determine whether it is timely to consider naming a certain park or recreation facility.
2. If the City Council determines such consideration is timely, the request will be referred to the Park Board.
3. Upon receiving the request, the Park Board will solicit through the local newspaper additional recommendations which will be held in an active file for a period of not less than two weeks, after which time the Park Board shall hold a public hearing to solicit public input and additional recommendations. After closing public testimony, the Park Board shall then proceed to adopt by a majority vote a recommendation which shall be forwarded to the City Council for final action within six weeks.
4. The City Council will consider the recommendation submitted by the Park Board, together with all recommendations submitted to the Park Board. The final decision on the name for a city facility will be made by a resolution of the Council.

Criteria which shall be used by both the Park Board and City Council in determining the name of a city park and recreation facility shall be as follows:

1. City facilities should bear a name which meets one of the following criteria:
 - a. The name should represent the unique historical significance of the site; or,
 - b. The name should reflect some unique natural quality or feature of the area; or,
 - c. The name may identify a nationally or internationally recognized person who has had a positive influence on the world; or,

- d. The name may honor a group of people or event from our local or national heritage; or,
- e. The name may recognize a local citizen who has contributed to the betterment of the City, or, who has played an important role in the development of the community.

2. When proposing to name a city facility in honor of a local citizen, or other person of distinction, the following criteria shall be utilized:

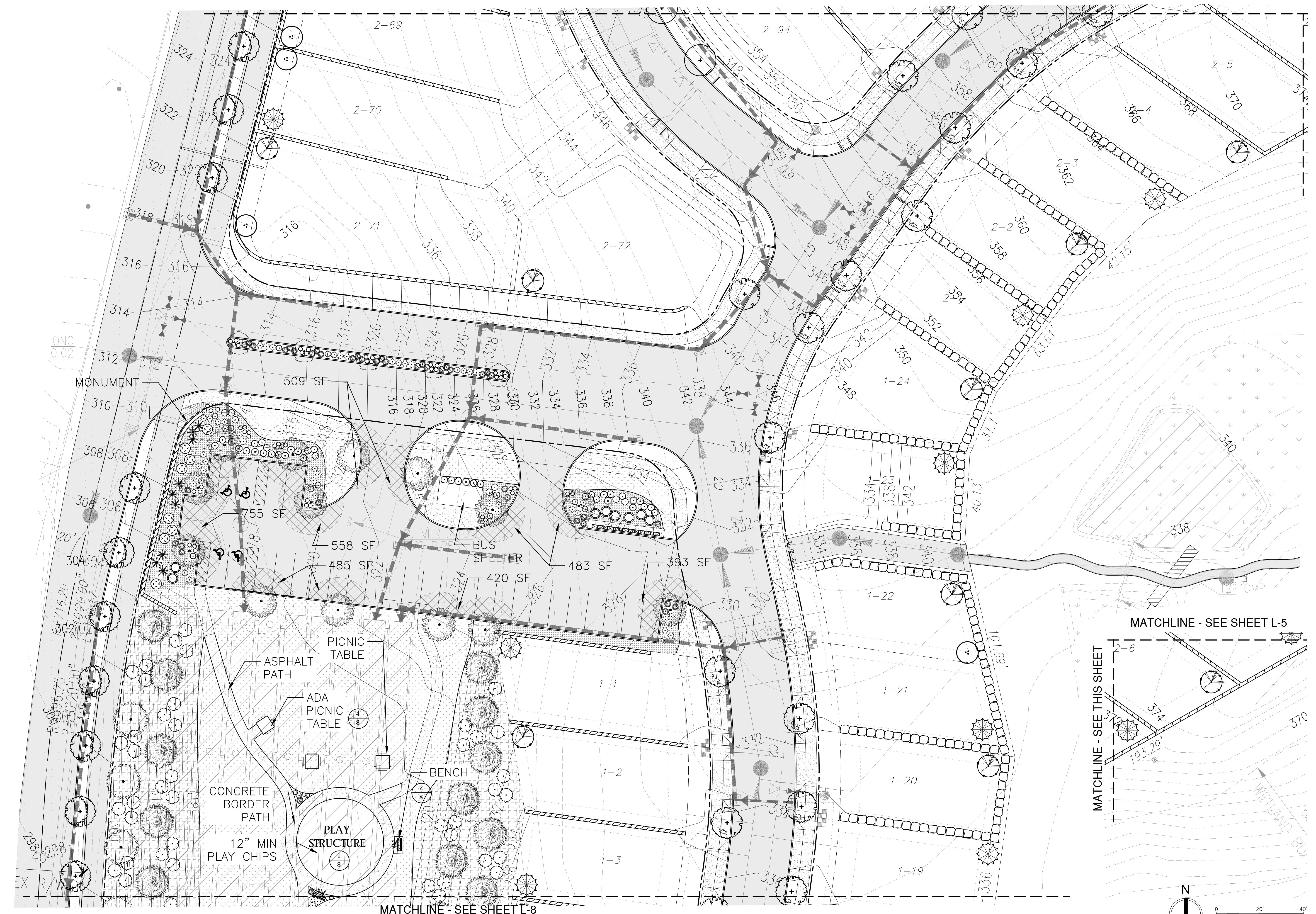
- a. Individuals will be considered who have made an outstanding contribution to the facility either by providing the initial idea for the project, or by contributing time or material resources to the project.
- b. Individuals will be considered who have played an important role in the community in such areas as civic or youth work, business, recreation programs, cultural development, or athletic activities.
- c. Individuals will be considered whose name have some historical significance which will serve to enrich the background of the community.

PASSED THIS 8th day of October, 1990

Richard H. Toyer
Richard H. Toyer, Mayor

A PORTION OF THE NW 1/4 AND SW 1/4, SEC. 6, TWP. 29 N, RGE. 6 E., W.M.
CITY OF LAKE STEVENS, SNOHOMISH COUNTY, WASHINGTON

MATCHLINE - SEE SHEET L-5



L116-1 NOURSE PROPERTY

DRAWING TITLE: LANDSCAPE PLAN

APPLICANT:

L116-1 NOURSE LLC
10515 20TH STREET SE, SUITE 100
EVERETT, WA 98205
(425) 334-4040

DRAWING INFORMATION
ODG PROJECT #: 17-162
DRAWN BY: KL
CHECKED BY: KL

DATE:
SEPTEMBER 12, 2017

SHEET NO:

L-7
OF 9



A PORTION OF THE NW 1/4 AND SW 1/4, SEC. 6, TWP. 29 N, RGE. 6 E., W.M.
CITY OF LAKE STEVENS, SNOHOMISH COUNTY, WASHINGTON

MATCHLINE - SEE SHEET L-5



ORIGIN

DESIGN GROUP

1031 185TH AVE NE
OHOMISH, WA 98290
TEL: 425.346.1905

STATE OF
WASHINGTON
LICENSED
LANDSCAPE ARCHITECT

KRISTAL LOWE
LICENCE NO. 1206

REVISIONS:

#	DESCRIPTION	DATE

L116-1 NOURSE PROPERTY

DRAWING TITLE:

APPLICANT:

L116-1 NOURSE LLC
10515 20TH STREET SE, SUITE 10
EVERETT, WA 98205
(425) 334-4040

DRAWING INFORMATION

第11章

SEPTEMBER 12, 2017

SHEET NO

SHEET TWO

L-8

OF 9

L-8
OF 9



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LAKE STEVENS CITY COUNCIL
STAFF REPORT

Council Agenda

Date: September 10, 2019

Subject: Lake Outfall Study

Contact	Leah Everett, Stormwater Coordinator, and	Budget
Person/Department:	<u>Eric Durpos, Public Works Director</u>	Impact: <u>\$76,909</u>

RECOMMENDATION(S)/ACTION REQUESTED OF COUNCIL: Authorize Mayor to sign the Professional Services Agreement with Davido Consulting Group, Inc. in the amount of \$76,909 for a Lake Outfall Study.

SUMMARY/BACKGROUND:

The purpose of this study is to evaluate historic, current and potential future hydrologic conditions in the Lake Stevens basin and outfall as it relates to lake level management and downstream conveyance, evaluate on-going and potential future flooding and/or habitat issues associated with different precipitation or flow scenarios, and develop alternative solutions to address the identified problems.

This study involves evaluation and analysis of data to confirm flooding and fish habitat problems related to lake level management and/or downstream conveyance of surface water from the outlet of Lake Stevens. Areas of frequent flooding downstream of Lake Stevens, as well as information about areas where low summer flows have been observed to impact juvenile salmon in Catherine Creek downstream of the Lake Stevens outlet channel are the focus of this project. The City would like to develop solutions to flooding and low summer flows through strategic project development.

This phase will include review and evaluation of historic lake level data, the City's surface water conveyance system (pipes, open channels and streams) downstream of Lake Stevens, review and evaluation of fish habitat, stream survey or collection of fish use data in Lake Stevens outlet channel and Catherine Creek, evaluation of historic geomorphic conditions (I.e., old channels and conveyance routes), and modeling a range of potential scenarios for feasibility.

APPLICABLE CITY POLICIES: Consistent with Storm Water Capital Plan and 2019 NPDES Permit

BUDGET IMPACT: \$76,909

ATTACHMENTS:

- Exhibit A: Professional Services Agreement

PROFESSIONAL SERVICES AGREEMENT BETWEEN CITY OF LAKE STEVENS, WASHINGTON AND DAVID CONSULTING GROUP, 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 Davido Consulting Group, a Washington corporation, ("Consultant").

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

ARTICLE I. PURPOSE

The purpose of this Agreement is to provide the City with consultant services regarding the Lake Stevens Outlet Strategic Plan 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

Alta Terra, Watershed, and Indicator Engineering

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 \$76,909.00 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:

Davido Consulting Group, Inc.
Attn: Erik Davido
9706 4th Ave NE, Suite 300
Seattle, WA 98258

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

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 September 2019.

CITY OF LAKE STEVENS

DAVID CONSULTING GROUP, INC.

By: _____
John Spencer, Mayor

By: _____

Printed Name and Title

Approved as to Form:

By: _____
Greg Rubstello, City Attorney

EXHIBIT A

City of Lake Stevens

Lake Stevens Outlet Strategic Plan – Scope of Work

Phase 1 - Preliminary Flooding, Habitat, and Hydraulic Evaluation

9/3/2019

Background

The City of Lake Stevens is a rapidly growing community in Snohomish County situated west of the Cascade foothills. Snohomish County predicts the City of Lake Stevens and surrounding areas will grow to a population of 46,380 and provide approximately 8,000 jobs by 2035. Lake Stevens is a recreational, aesthetic, and natural resource enjoyed by the community and makes up approximately $\frac{1}{4}$ of the surrounding area that drains to the lake. There are flooding and fish habitat concerns associated with lake level management and surface water conveyance downstream of the lake, and the City is interested in identifying potential solutions to address these concerns while providing more consistent lake level management.

The purpose of this study is to evaluate historic, current and potential future hydrologic conditions in the Lake Stevens basin and outfall as it relates to lake level management and downstream conveyance, evaluate on-going and potential future flooding and/or habitat issues associated with different precipitation or flow scenarios, and develop alternative solutions to address the identified problems.

This project is divided into phases. The purpose of the first phase is to evaluate the problems, develop a range of alternatives, and test the alternatives for feasibility. Following the results of the first phase, the second phase, performed at a later time and not included in this contract, would refine the alternatives that are proven to be technically feasible and develop conceptual capital improvement projects.

General Assumptions:

1. The Phase 1 duration will be approximately 6 months from notice to proceed.
2. The study area is defined as the tributary basin to Lake Stevens, the lake itself, the existing outlet (Catherine Creek west branch) downstream to the confluence with Catherine Creek main branch, and the historic outlet to the confluence with Catherine Creek main branch.

Phase 1 – Preliminary Flooding, Habitat, and Hydraulic Evaluation

Phase 1 involves evaluation and analysis of data to confirm flooding and fish habitat problems related to lake level management and/or downstream conveyance of surface water from the outlet of Lake Stevens. City staff provided information regarding areas of frequent flooding downstream of Lake Stevens, as well as information about areas where low summer flows have been observed to impact juvenile salmon in Catherine Creek downstream of the Lake Stevens outlet channel. The City would like to develop solutions to flooding and low summer flows through strategic project development.

This phase will include review and evaluation of historic lake level data, the City's surface water conveyance system (pipes, open channels and streams) downstream of Lake Stevens, review and evaluation of fish habitat, stream survey or collection of fish use data in Lake Stevens outlet channel and Catherine Creek, evaluation of historic geomorphic conditions (i.e., old channels and conveyance routes), and modeling a range of potential scenarios for feasibility.

City of Lake Stevens

Lake Stevens Outlet Strategic Plan – Scope of Work

Phase 1 - Preliminary Flooding, Habitat, and Hydraulic Evaluation

9/3/2019

Task 1 - Project Management and Administration

The Consultant has budgeted time for correspondence, meetings, and general project management and administration. The Consultant will prepare a project schedule updated monthly and monthly progress reports submitted with invoices. This task includes a kickoff meeting with the City.

Assumptions:

1. The kickoff meeting is a total of 3 hours including travel time.

Deliverables:

1. Project schedule in Microsoft Project.
2. Monthly progress reports and invoices.

Task 2 – Data Evaluation/Confirm Issues

The Consultant will evaluate existing data and conditions to confirm existing issues.

Subtask 2.1 – Review Lake Level Data (SnoCO) and Previous Drainage Plans

Historic lake level data collected by the County will be reviewed and presented in a graph and/or tabular format. Materials describing the lake outlet operation will be reviewed. Previous drainage plans for the Lake Stevens (1997) and Catherine Creek Watershed (1999) will be reviewed if available. Peak and monthly average discharge from the lake will be estimated using available information such as the 1997 HSPF model (if available) and/or lake level and weir information. Data review and flow estimates will be briefly summarized in a technical memorandum.

Assumptions:

1. The City will assist the Consultant with obtaining lake level data from the County. The lake level data is previously quality checked by the County. The data will be in electronic format that can be imported into an Excel file.
2. The City will provide all available information pertaining to the lake inflows, outflows, lake level management and prior drainage plans (RW Beck 1997, G&O 1999).
3. Hydraulic and/or hydrologic analysis will be limited to simple spreadsheet calculations.

Deliverables:

1. Efforts from this Task will be documented in Task 5. Review of the lake level data.

Subtask 2.2 – Review City’s Surface Water Conveyance System

The City’s surface water conveyance system will be evaluated downstream of Lake Stevens through review of City or County GIS infrastructure data, a site visit to observe conveyance system (i.e., pipes, catch basins, maintenance holes, ditches, and open channels) conditions. Interviews with City personnel, including maintenance staff will be conducted to identify problematic conveyance issues and/or flooding concerns.

Assumptions:

1. The City will provide all available GIS data coverages showing storm and surface water infrastructure, parcel boundaries, topographic contours, aerial photography, soils and/or surficial geology, wetlands, streams, and transportation features.

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2. The City will provide information on historic flooding, as available, downstream of Lake Stevens, including location, extent, duration, and conditions that caused the flooding (I.e., heavy precipitation, blocked culvert, etc.).
3. A site visit will be made by two people (junior engineer and geomorphologist) to review surface water conveyance system. The site visit is estimated to take 10 hours, including travel time.
4. The City will provide traffic control if necessary for inspection of drainage structures.
5. The City will provide assistance opening or accessing drainage structures.

Deliverables:

1. Efforts from this Task will be documented in Task 5. Map visually depicting infrastructure and identified flooding problems and/or conveyance system issues.

Subtask 2.3 – Conduct Geomorphic Analysis

Concurrent with the evaluation of the surface water conveyance system, a geomorphic analysis will be conducted of the existing Lake Stevens outlet channel, and potential historic Lake outlet channels. The purpose of this subtask is to evaluate existing channel geometry to convey varied flows in the channel or channel network (I.e., not overtopping the road or contributing to flooding elsewhere) while also supporting fish and fish habitat. Additionally, a review of LiDAR imagery, and historical photographs (aerial and still photos) will be conducted to evaluate old Lake outlet channel routes for potential use in solution development to current flooding and low flow issues downstream of Lake Stevens.

Assumptions:

1. A site visit will be made by two people (geomorphologist and fish biologist) to walk the existing lake outlet channel and potential old channels to describe physical and biological conditions that are conducive or detrimental to conveyance and/or fish populations. The site visit is estimated to take 10 hours, including travel time.
2. The City will secure right-of-entry permission from private properties, if the stream channel or old outlet channel site investigations require access onto private properties.

Deliverables:

1. Documentation of physical and biological channel conditions, including bankfull width, bankfull depth measured at optimal points in the survey, bridge abutment widths and height to lower deck at crossings, description of bed and bank material, observations of animal activity (I.e., beavers), and aquatic organism and vegetation observations.
2. Photographic log with descriptions documenting observations.

Subtask 2.4 – Evaluate Fish Data

An overview of fish use and habitat will be provided along stream channel sections extending downstream from the Lake Stevens outlet weir and along Catherine Creek to the confluence with Little Pilchuck Creek. This assessment and evaluation will be based in part on a stream walk along these channel sections to be conducted jointly by a fisheries biologist and fluvial geomorphologist. Habitat evaluations will be qualitative in nature, reflecting observations related to channel substrate, abundance of in-stream wood, pool formation, riparian vegetation type and maturity, functional buffer width, and any fish passage barriers. Habitat deficiencies, site specific and general, will be identified and noted, with potential solutions and opportunities

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listed for possible follow-up development as Capital Improvement Projects. Habitat improvements may be proposed as stand-alone Capital Improvement Projects or as elements of other projects which may include flooding reduction, improved transportation, or other goals as their primary objectives.

Fish use documentation will include any visual observations by the team, but also information provided by the City and such on-line resources as WDFW's SalmonScape and Priority Habitats and Species (PHS) websites. Data will be collected and evaluated, with assistance from the City, regarding the intermittency of stream flows extending downstream of the lake and its reported or documented effects on rearing fish such as stranding isolated pools or outright fish kills.

Assumptions:

1. The City will obtain right-of-entry permission from private property owners for the stream walk and field investigation.
2. The stream walk will take no more than 1, 10-hour day.
3. Identification of pollution sources will be limited to routine observable conditions noted in the field. No water, soil or other testing or sampling will be conducted for the purposes of identifying potential pollutant sources.

Deliverables:

1. Efforts from this Task will be documented in Task 5. Overview of fish habitat conditions and fish use of streams below the lake, along with identified deficiencies and concept-level recommendations for their resolution.

Subtask 2.5 – Preliminary Wetland Analysis

The presence, extent, and likely or possible classification(s) of wetlands along an approximate former channel alignment will be evaluated remotely using on-line resources and any other existing information available. The City will assist with identifying and providing any such information. A general overview of these wetlands will be prepared relating to permitting and mitigation issues which may or would likely arise in the process of designing and gaining regulatory approval of a project which would restore the stream and improve habitat along its former alignment.

Conduct exploratory discussions with agencies regarding the prospective combination stream and wetland restoration project, to include ACE, ECY, WDFW, and local planning, subject to their responsibility. The purpose will be to discover what the agencies' representatives consider the most important habitat features and functions to be added and improved by the project as well as what existing features and functions would need to be protected (e.g. wetland hydrology). It will also be sought to determine what each agency considers to be a good trade-off between stream and wetland habitats, and how permitting might be affected. For example, would wetland area converted to stream channel need to provide mitigation for lost wetlands? To the full extent?

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Assumptions:

1. This scope does not include a formal wetland delineation, classification, impacts study or detailed mitigation planning efforts. These elements are anticipated to support further planning and permitting efforts.

Deliverables:

1. Efforts from this task will be documented in Task 5. The text in Task 5 will include a section describing the extent, types, and likely classifications of wetlands along the former stream channel alignment, and likely or possible obstacles to such a stream realignment project in terms of wetland permitting and mitigation.

Task 3 – Develop Alternatives to Address Issues

The Consultant will use information from previous tasks to identify issues and develop preliminary alternatives to address the issues. The preliminary alternatives will be analyzed in a preliminary hydraulic analysis.

Subtask 3.1 – Develop List of Issues and Possible Alternatives

The project team in conjunction with the City will compile the list of issues identified in Task 2 and brainstorm potential alternatives to mitigate the issues.

Assumptions:

1. A team meeting, consisting of the City, project manager, junior engineer, geomorphologist, fish biologist and hydraulic engineer will be held to discuss issues identified in Task 2 and brainstorm potential alternatives. The meeting will last no longer than 1 ½ hours.
2. Up to 5 preliminary alternatives will be identified.

Deliverables:

1. Excel spreadsheet listing alternatives and issue addressed.

Subtask 3.2 – Preliminary Hydraulic Analysis

Based on the alternatives developed in Subtask 3.1, a simple planning level hydraulic analysis will be performed to evaluate the feasibility and hydraulic effects of the alternatives. The geometry will be developed primarily from available Lidar and supplemented by bridge/culvert plans and geomorphic channel sections as available. The hydraulic engineer will visit the site to observe key hydraulic controls for purposes of representing in the analysis. Depending on the issues identified and alternatives proposed, the hydraulic analysis is anticipated to consist of either a simple hydraulic model along the Lake Stevens outlet channel, or a series of targeted site-specific hydraulic calculations. Alternatives that would modify lake management will be evaluated using basic calculations to determine the general effect on outlet discharge and lake levels.

Assumptions:

1. The City will provide channel crossing plans (bridge and culvert) as available along the Lake Stevens outlet channel.
2. Detailed hydraulic analysis and development of alternatives will be performed in Phase 2 as described.

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3. The lake level and flow analysis developed in subtask 2.1 will be used with no modifications for future climate or land use.

Deliverables:

1. Efforts from this Task will be documented in Task 5.

Task 4 – High Level Cost Estimates

The Consultant will develop rough order of magnitude (ROM) project cost estimates for the preliminary alternatives identified in Task 3.

Assumptions:

1. Cost estimates will be developed using available cost information from similar projects and other available information.
2. Soft costs as a percentage of construction costs to be determined with the City.
3. A contingency as percentage of construction and soft cost subtotal to be determined with City.

Deliverables:

1. Draft cost estimates in tabular format, pdf and Excel file.
2. Final cost estimates in tabular format, pdf and Excel file.

Task 5 – Documentation

The results of the Phase I evaluation will be documented in a technical memorandum that describes the current type, location and seasonality of surface water issues (i.e., flooding, low flow in Catherine Creek, and/or other identified issues), potential solutions to mitigate the issues, and the results of preliminary feasibility analysis to determine which alternatives should be carried forward for further evaluation and development of capital improvement projects in Phase 2.

Assumptions:

1. The technical memorandum will be no more than 30 pages, including tables and figures.
2. Maps will be GIS-based.
3. Spreadsheet and/or hydraulic modeling results will be described in the narrative and tables and figures, but raw data will be provided separately in electronic format.
4. The City will provide one set of consolidated review comments on the draft memorandum using the track changes feature in Word and/or comments on figures provided in PDF format.
5. One review cycle is included.

Deliverables:

1. Draft technical memorandum in PDF and Word formats.
2. Final technical memorandum in PDF format.

Task 6 – Funding Assistance

The Consultant will assist the City in identification of potential funding sources (i.e., grants, low-interest loans, partnerships) to off-set costs of potential projects identified to be carried forward in Phase 2.

Grant applications may be developed in Phase 2 for preferred alternatives upon development of conceptual design schematics and refined cost estimates.

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Assumptions:

1. A minimum of one alternative funding source will be identified for each alternative to be carried forward in Phase 2.
2. No grant or loan applications will be completed during Phase 1.

Deliverables:

1. List of potential funding sources to be included in Task 5, Documentation.



DAVIDO CONSULTING GROUP, INC.
PROFESSIONAL ENGINEERING SERVICES ESTIMATE

Project: Lake Stevens Outlet Strategic Planning: Phase 1 – Preliminary Flooding, Habitat, and Hydraulic Evaluation

Owner: City of Lake Stevens

DCG PM: Erik Davido

Task No.	Task Description	DCG LABOR CATEGORIES				Total Hours	DCG Total Each Task	Subconsultants			Team Subtotal
		Principal Engineer - Civil	Engineer III – Civil	Engineer Tech II	Engineer I - Civil			AltaTerra	Watershed	Indicator Engineering	
	Phase 1 – Preliminary Flooding, Habitat, and Hydraulic Evaluation	25	14	24	138	201	\$23,934	\$22,720	\$14,220	\$15,529	\$76,403
1	Project Management and Administration	12	0	0	6	18	\$3,648	\$960	\$720	\$0	\$5,328
1.1	Monthly Progress Reports/Invoices	3				3	\$768	\$480			\$1,248
1.2	Kickoff Meeting	3				3	\$768	\$480			\$1,248
1.3	Correspondence, Meetings, Managing Team	6			6	12	\$2,112				\$2,112
2	Data Evaluation/Confirm Issues	3	4	0	26	33	\$3,796	\$6,400	\$6,680	\$0	\$16,876
2.1	Review Lake Level Data (SnoCO) and Previous Drainage Plans	1	2		8	11	\$1,290				\$1,290
2.2	Review City's Surface Water Conveyance System	2	2		18	22	\$2,506	\$3,200			\$5,706
2.3	Conduct Geomorphic Analysis					0	\$0	\$3,200			\$3,200
2.4	Evaluate Fish Data					0	\$0		\$2,480		\$2,480
2.5	Preliminary Wetland Analysis					0	\$0		\$4,200		\$4,200
3	Develop Alternatives to Address Issues	6	4	4	32	46	\$5,544	\$3,200	\$1,240	\$15,529	\$25,513
3.1	Develop List of Issues and Possible Alternatives	2	4	4	20	30	\$3,368	\$3,200	\$1,240		\$7,808
3.2	Preliminary Hydraulic Analysis	4			12	16	\$2,176			\$15,529	\$17,705
4	High Level Cost Estimates	2	2	4	30	38	\$4,062		\$1,240		\$5,302
5	Documentation	2	4	16	40	62	\$6,500	\$9,600	\$3,100		\$19,200
6	Funding Assistance					4	\$384	\$2,560	\$1,240		\$4,184

Hourly Rate: \$256.00 \$133.00 \$101.00 \$96.00

DCG	AltaTerra	Watershed	Indicator Engineering	Team
Phase 1 – Preliminary Flooding, Habitat, and Hydraulic Evaluation				
Labor Fees:	\$23,934	\$22,720	\$14,220	\$15,529
Expenses:	\$200	\$200	\$106	\$506
Total:	\$24,134	\$22,720	\$14,420	\$15,635
				\$76,909