



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, February 11, 2020 – 7:00 p.m.

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

CALL TO ORDER	7:00 p.m.	Mayor
PLEDGE OF ALLEGIANCE		Mayor
ROLL CALL		
APPROVAL OF AGENDA		Council President
CITIZEN COMMENTS		
NEW EMPLOYEE INTRODUCTIONS	Ryan Mumma Anya Warrington	
EMPLOYEE RECOGNITION	Grace Kane, City Engineer	
OATH OF OFFICE	Karen Boe, Veteran's Commission	
GUEST BUSINESS	Heather Thomas, Snohomish Health District	
COUNCIL BUSINESS		Council President
MAYOR'S BUSINESS		
CITY DEPARTMENT REPORT	Update	
CONSENT AGENDA	*A 2019 Vouchers *B 2020 Vouchers *C City Council Workshop Meeting Minutes of January 7, 2020	Barb Barb Kathy

Lake Stevens City Council Regular Meeting Agenda

February 11, 2020

	*D City Council Regular Meeting Minutes of January 14, 2020	Kathy
	*E City Council Workshop Meeting Minutes of January 21, 2020	Kathy
	*F City Council Workshop Meeting Minutes of February 4, 2020	Kathy
	*G Resolution 2020-02 re Intent to Condemn Real Property	Eric
	*H Contract with Zachor Thomas for Prosecuting Attorney Services	John D.
	*I Interlocal Agreement with Cities of Monroe and Sultan re Municipal Court Assessment	Gene/John D.
PUBLIC HEARING:	*J Ordinance 1069 re Code Amendment of Subdivision Regulations	Russ
	*K Resolution 2020-03 re Six-Year Transportation Improvement Plan	Grace
ACTION ITEMS:	*L Professional Services Agreement with TranTech	Eric
	*M Construction Contract with CDK, Construction Services, Inc. for Police Department Construction	Aaron/Eric/John D.
DISCUSSION ITEMS:	Department Overview: Police/Legal/Human Resources	John D./Greg/Anyia
EXECUTIVE SESSION:	Real Property Acquisition with Action to Follow Collective Bargaining	
ADJOURN		

* ITEMS ATTACHED

** ITEMS PREVIOUSLY DISTRIBUTED

ITEMS TO BE DISTRIBUTED

THE PUBLIC IS INVITED TO ATTEND

Special Needs

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

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

A Shared Vision for Health

City of Lake Stevens and Snohomish Health District

City Council Presentation
Heather Thomas, Public & Government Affairs Manager
Snohomish Health District



February 11, 2020

Working Together for Lake Stevens



Simpler

Safer

Healthier

Simpler

Faster response times

From 2018 to 2019, we reduced the number of days to process a refund from 26 to 18 days.



Simpler

New learning options

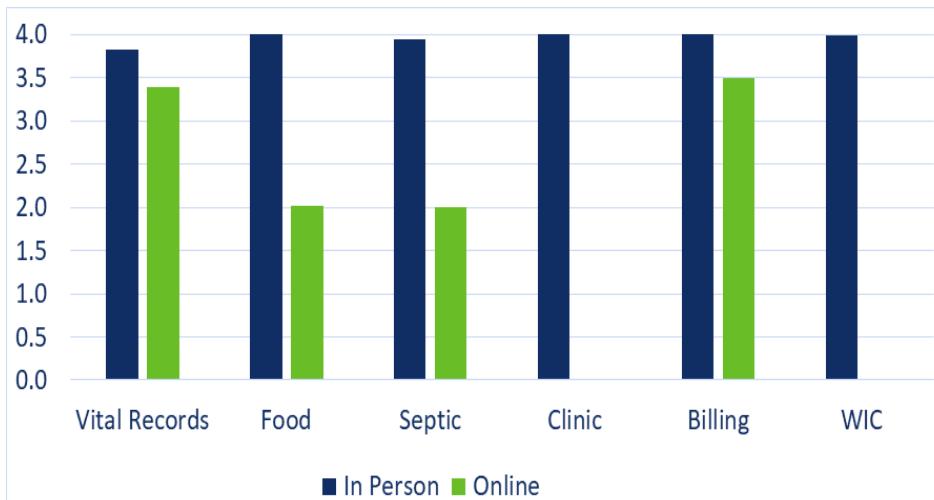
We began offering online classes for child care workers in February 2019. More than 1,100 courses were completed through the new system before the end of the year.



Simpler

Customer feedback

We gather customer comments with in-person and online comment cards.



"Always outstanding service. Always able to get any questions I have answered."

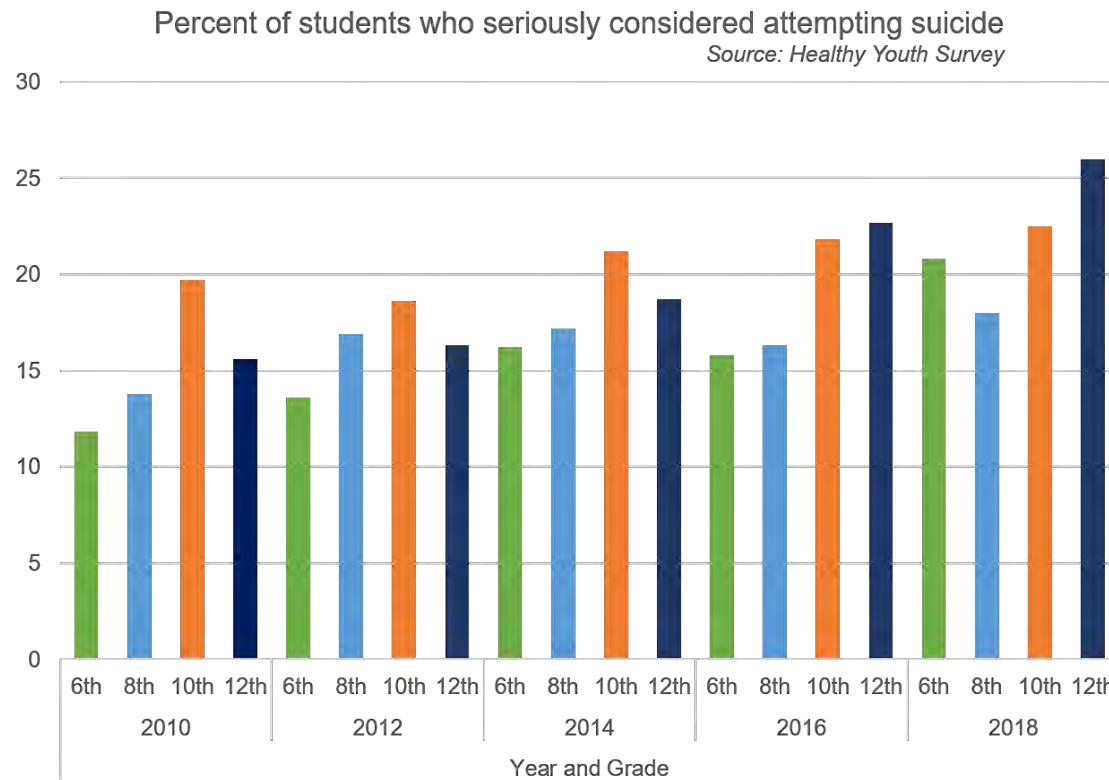
"Every time I come in to this office the staff is ALWAYS very polite and very patient. I wanted to say thank you so much for what you do and the awesome way that you do it."

"Woohoo for your efficient services!"

Safer

Suicide prevention

Suicide is an increasing concern. Our injury prevention specialist has trained about 500 community members on how to prevent suicide. 100 people have been trained in the last six months.



Safer

Food safety

In 2019, the Health District:

- Completed 6,736 inspections, including 221 in Lake Stevens.
- Received 691 food illness complaints, including 22 in Lake Stevens.
- Reviewed 515 plans for food businesses, including 20 in Lake Stevens.



Safer

Needle clean-up

Distributed 1,293 free needle clean-up kits.
At the Health District, we've collected roughly 7,600 needles.



Safer

Safe walking routes

Worked with multiple cities throughout the county to bring in more than \$1.3 million in grant money for Complete Streets.

That includes \$200,00 for Lake Stevens.



Healthier

Cancer prevention

Presented to about 200 dental providers on cancers of the mouth and throat, and shared how to prevent these cancers through HPV vaccination..



Healthier

Healthy starts

In 2018, 1,090 babies had help getting a healthy start through our WIC Nutrition Program.



Provided weekly summer programs for groups of elementary students in July and August.



Health District Program **HIGHLIGHTS**

Who We Are

- ✓ Public Health Nurses
- ✓ Disease Investigators
- ✓ Outreach Workers
- ✓ Health Educators
- ✓ Epidemiologists
- ✓ Finance & IT Support
- ✓ Emergency Preparedness Specialists
- ✓ Nutritionists
- ✓ Behavioral Health Specialists
- ✓ Environmental Health Specialists
- ✓ Policy & Government Affairs
- ✓ Customer Service
- ✓ Healthy Communities Specialists

Rebuilding the Agency

- ✓ Online Service Delivery
- ✓ IT Infrastructure
- ✓ Transparency and Accountability

Environmental Health Division



6,700+

Inspections on
restaurants,
grocery stores,
espresso stands,
caterers and
mobile food
vehicles



1,000+

Complaints
addressed (food,
pools, septic and
solid waste)



~500

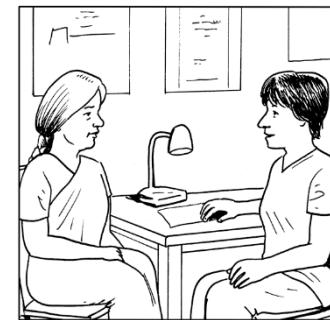
Permits for pools
and spas that we
routinely inspect



200+

Public and
private schools
with kitchen
permits and
required safety
inspections

Prevention Services Division



Provided services to 48 families with Children and Youth with Special Health Care Needs or children with high lead levels

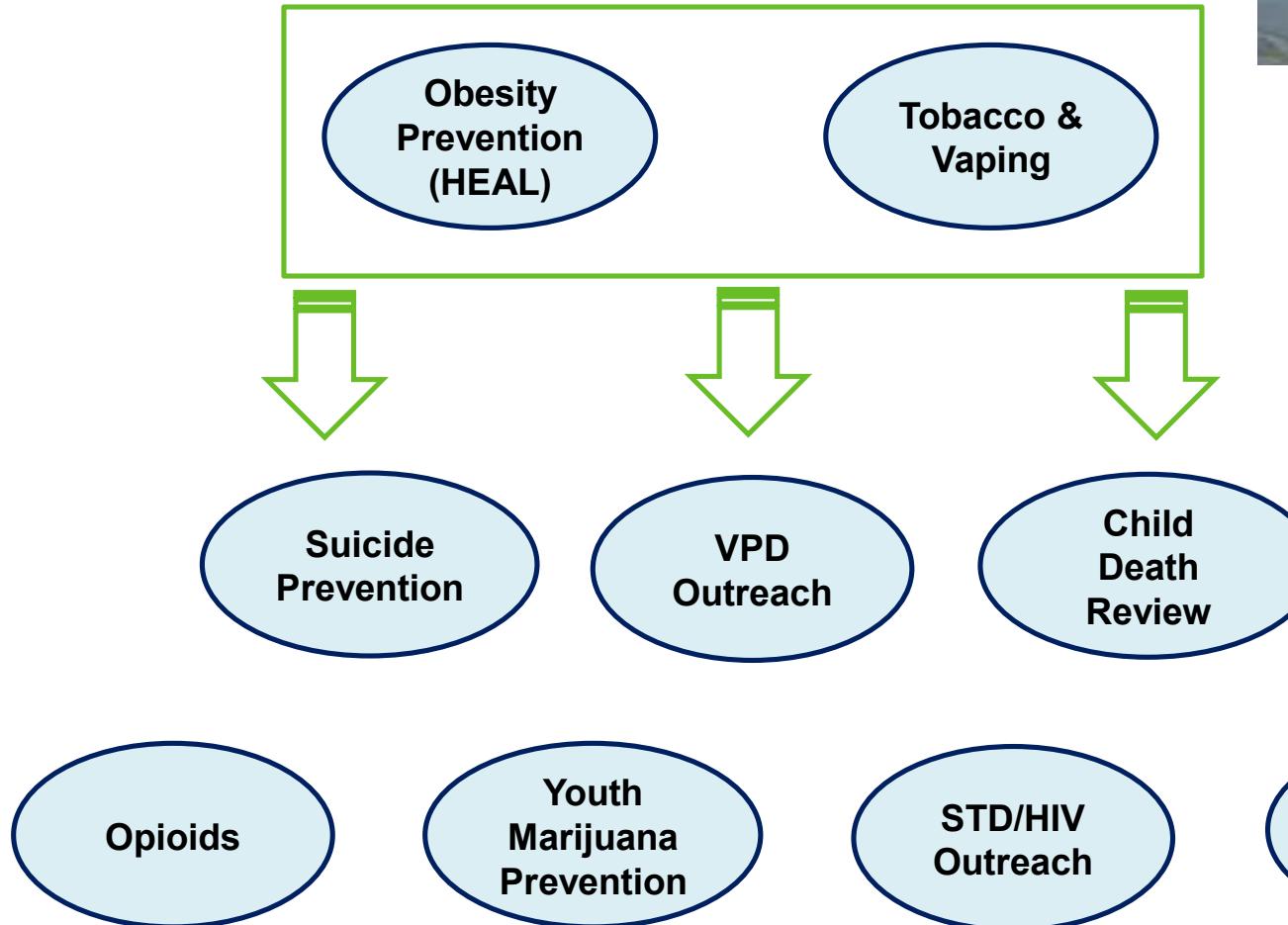
Investigated 86 cases of Sexually Transmitted Diseases in the first half of 2019

Provided WIC nutrition services to 211 people in August count

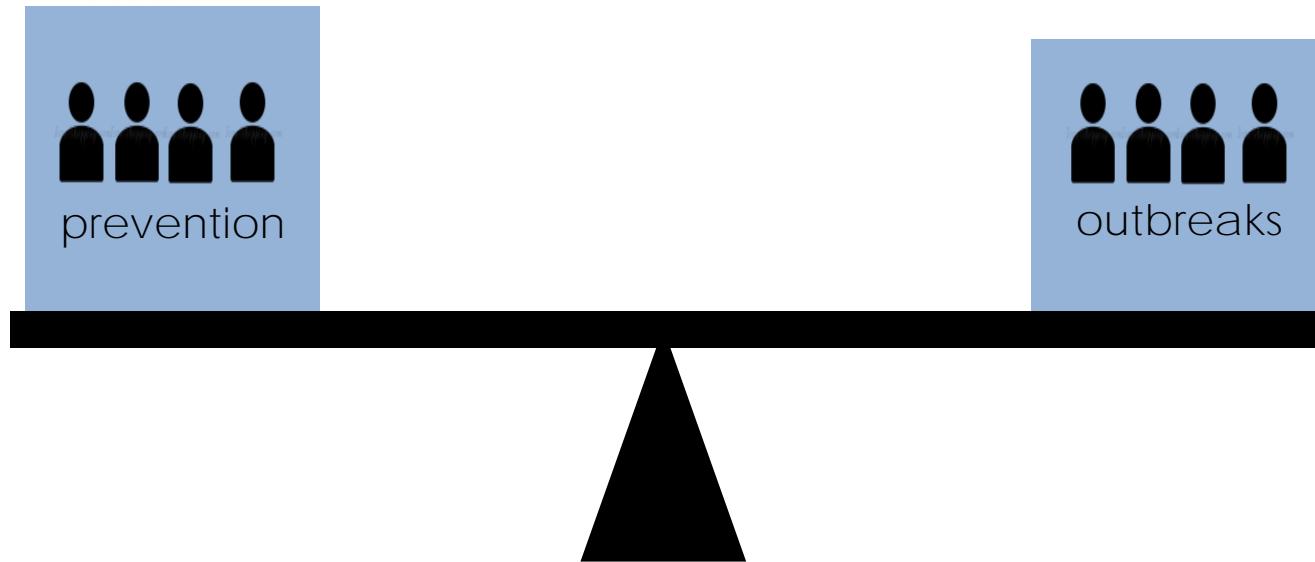
Investigated 21 cases of communicable diseases in the first half of 2019

Provided health screenings for multiple refugees who live in the Lake Stevens area

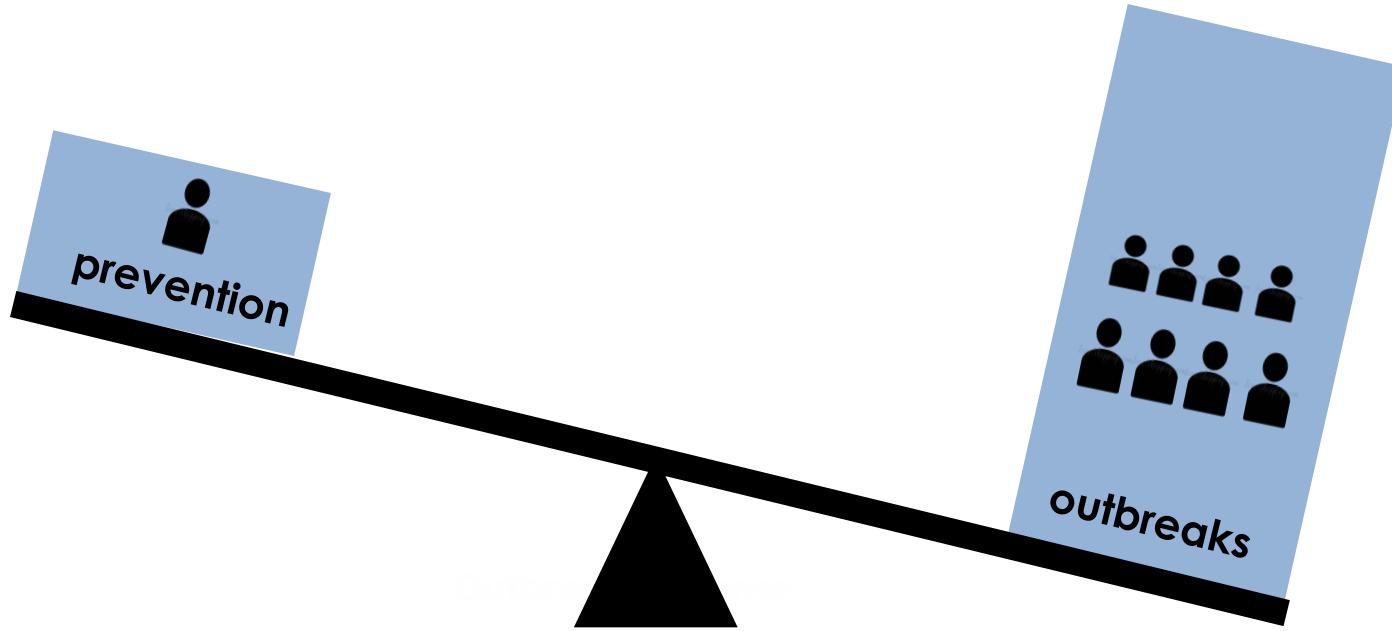
Healthy Communities



Ideal Prevention & Outbreak Response



The Reality



Outbreak Response 2019

Confirmed case of hepatitis A closes Lynnwood restaurant

by KOMO News Staff | Friday, August 16th 2019

AA



First Snohomish County measles case is Bothell-area student

Officials listed places the contagious teen visited. He is among five new cases statewide.

By Andrea Brown and Noah Haglund

Thursday, May 16, 2019 6:13am | LOCAL NEWS | NORTHWEST | BOTHELL | MILL CREEK

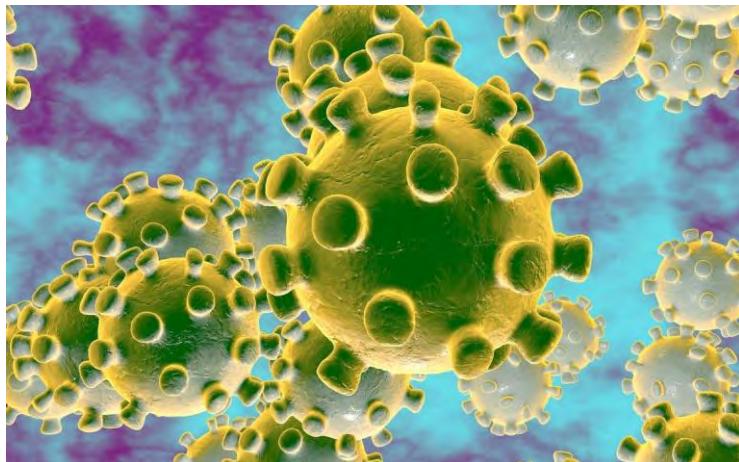


EVERETT — Snohomish County has its first confirmed case of the measles in the latest outbreak — a teenage boy who attends North Creek High School in the Bothell area.

The Snohomish Health District on Wednesday released a list of locations

Outbreak Response 2020

2019-Coronavirus (n-CoV)



Hepatitis A

Hepatitis A is spreading in Snohomish County

The hepatitis A virus can cause severe liver disease and sometimes death.

If you are experiencing homelessness or unstable housing, or if you use drugs, watch for these signs:



If you think you might have hepatitis A, tell your doctor or go to the hospital.

More info: www.snohd.org/hepatitis



Protect yourself, family and friends

The virus is in the poop of anyone infected with hepatitis A.

Get vaccinated! Hep A shots are safe and effective. Children as young as 1 can be vaccinated.



Use your own towels, toothbrush, cups, and eating utensils.



More info: www.snohd.org/hepatitis

Wash hands with soap and water every time you use the toilet and before you cook or eat.



Don't share food, drinks, needles, pipes or smokes.

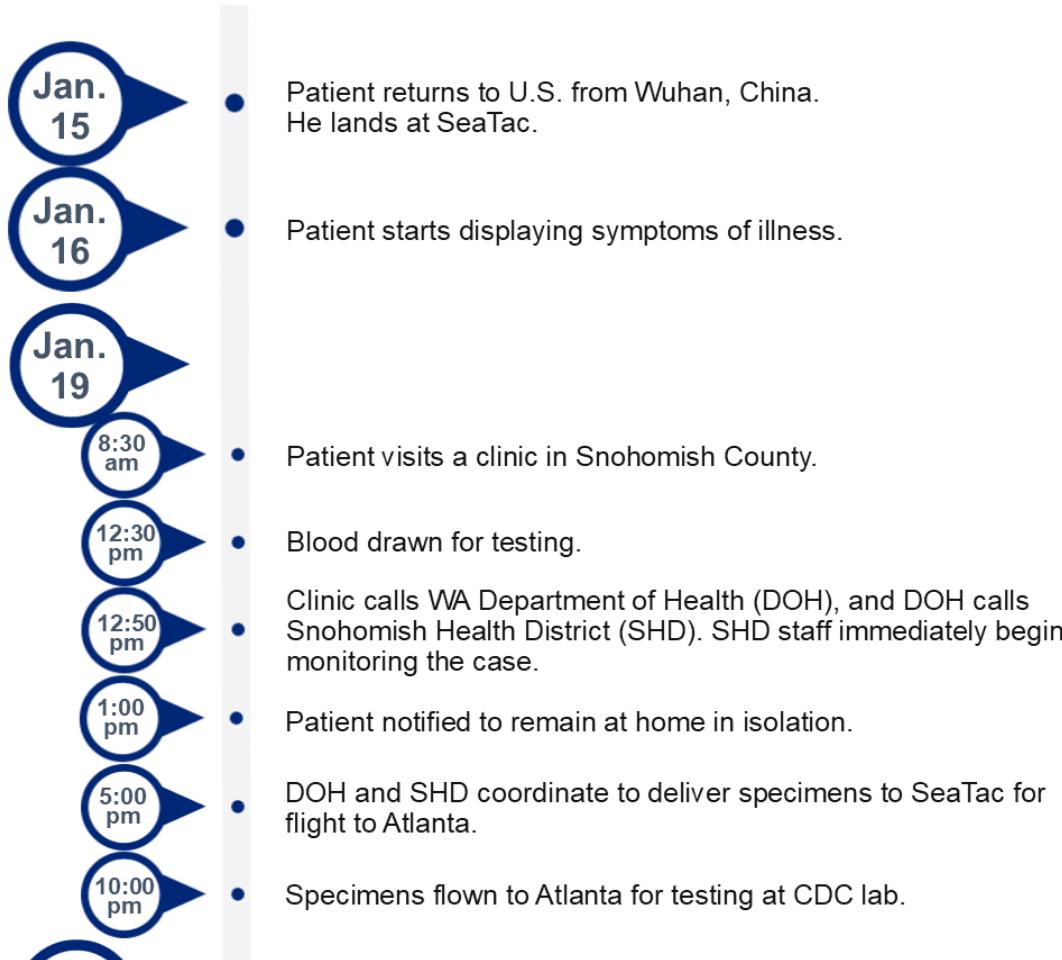


Coronaviruses

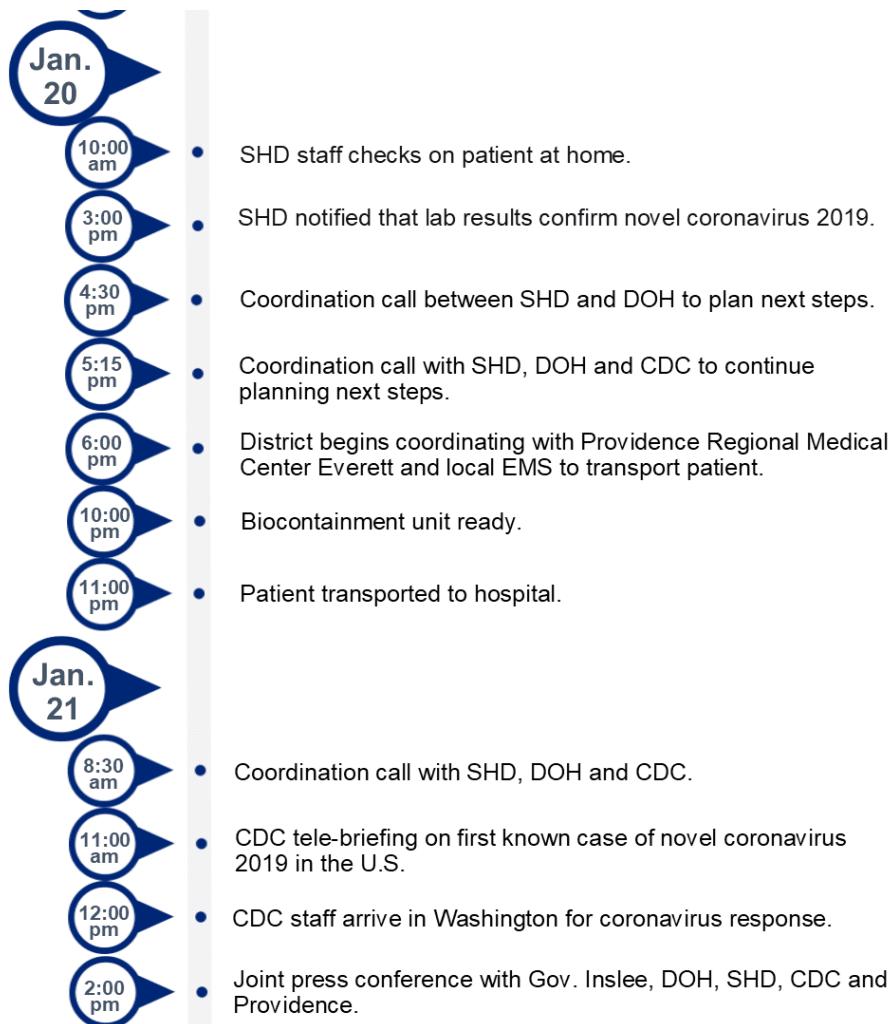
- Family of RNA viruses that typically cause mild respiratory disease in humans.
- Also more virulent strains including Severe Acute Respiratory Disease coronavirus (SARS-CoV) and Middle Eastern Respiratory Syndrome coronavirus (MERS-CoV).

Local Response

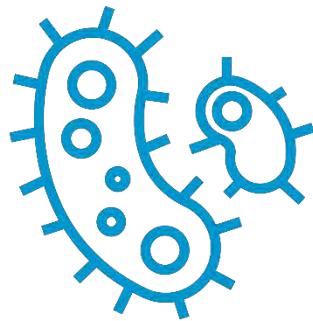
SHD Response Timeline



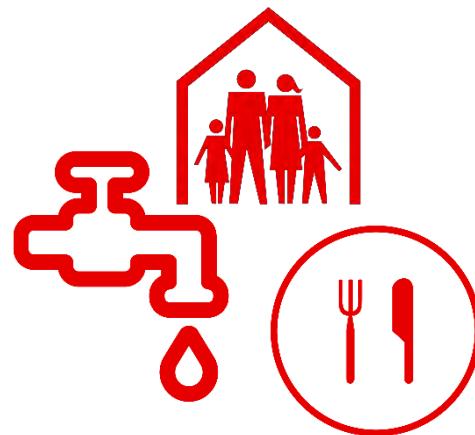
SHD Response Timeline



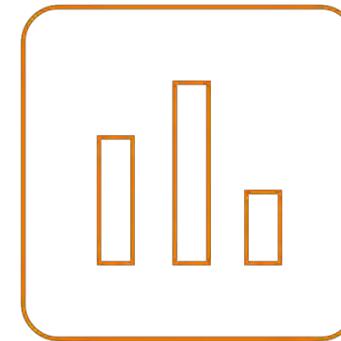
2019-2021 State Budget Priorities



**Communicable
Disease
Response**



**Environmental
Health
Response**



Assessment

\$296M/biennium gap → \$22M appropriated

Ways You Can Help



Spread the word out about what public health does



Connect us with other partners in the community



Get involved in policy planning or workgroups



Advocate for sustainable public health funding and key issues

Keep in touch

Blog

Public Health Essentials
A place to highlight the work of the Snohomish Health District as well as share health-related information and tips. Have an idea or question? Drop us a line at SHDInfo@snohd.org.

Tools
RSS
Notify Me
View Archived
Blog
• Public Health Essentials

Sign up for our blog, newsletters, alerts and more at www.snohd.org/NotifyMe

Newsletters

4,281 total subscribers

Spring 2019

Food Donation Guide
Many restaurants would like to donate food, but worry about the liability of doing so. They don't want their good deed to result in claims of illness or bad press. The 'Good Samaritan Food Donation Act' protects donors from criminal and civil liability if the food has been prepared and maintained safely throughout the process. It does not mean that donors or hunger relief organizations are exempt or don't need to follow safety rules. They need to create and follow a process that keeps the food safe while donating. This allows restaurants to help those in the community and reduce waste.

Click here to Visit Our Website July 2019

MMR Vaccine Exemption Law
Washington State has passed new laws that impact MMR vaccination exemption in child care centers and schools. Personal and philosophical exemptions will no longer be permitted for the MMR vaccine. Medical and religious exemptions will still be allowed.

Summer 2019

Your quarterly children's oral health newsletter for Snohomish County, provided by the Access to Baby and Child Dentistry (ABC) Program. Stay informed of program updates and learn about promoting children's oral health with patients, clients, and families.

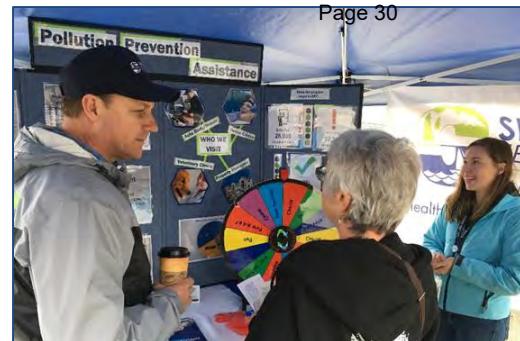
Spring 2019

Important Safety Reminders
As the weather warms and summer approaches, it's a good time to begin preparing your pool or spa for the upcoming season.
It's a good idea to conduct a thorough inspection of your own to ensure a safe and healthy swim season. Be sure to:
• Ensure that all doors and gates to the pool enclosure self-

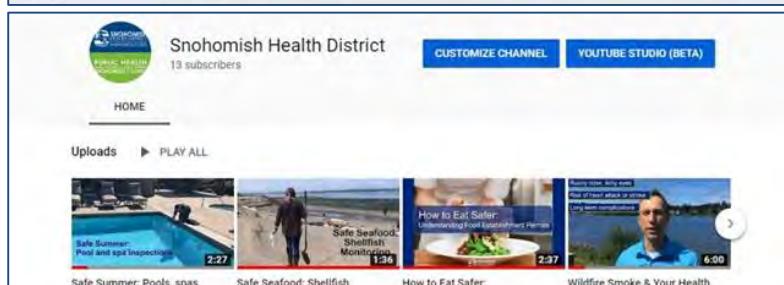
Issue 5 Spring 2019

Helping Teens Quit JUUL and Other Vapor Devices
Where can teens go when they want to quit JUUL and other vapor devices? Teen options are limited because of their age, but there are choices available.

Find us at local events.



Request the Health District at your event:
www.snohd.org/EventRequest



Follow us on Facebook, Twitter, YouTube or Instagram.

Thank you

contact information

For more info, please contact:

Shawn Frederick, MBA
Administrative Officer
425.339.8687
SFrederick@snohd.org

Heather Thomas
Public & Government Affairs Manager
425.339.8688
HThomas@snohd.org



**CITY DEPARTMENT REPORT
CITY COUNCIL REGULAR MEETING
February 11, 2020**

Administration – Update

- The City previously entered into a lease agreement with Lake Stevens Rowing Club for facilities located adjacent to North Cove Park used for boat storage. It was brought to the attention of city staff that city-paid electrical was being used by the Row Club in early morning hours when they access their boats. City staff worked with the Row Club to amend the lease and provide that the Row Club will pay \$10 per month for power at ten leased facilities. The amendment is fully signed and the Row Club has paid \$90 for electricity for the nine months remaining on the lease.
-



Public Works

Capital Projects Update

Introduction

This report provides a status update to the Community, City Council, Mayor and Administration on a selection of the City's capital projects. Several capital projects in Lake Stevens are in various phases of planning, design or construction. Thank you to the Public Works team for preparing this report. If you have questions regarding this report or a project, please contact City Hall at 425-622.9400.

Construction Phase

North Cove Park Improvements

Scope: Construction of a 7,500 sq. ft pavilion building surrounded by more than an acre of concrete plaza, multi-use path and water feature.

Cost Estimate: \$4,458,186.45

Funding Source: Real Estate Excise Tax (REET), Development Mitigation Fees, Commerce Grant (\$3 million)

Schedule: Contractor began construction in June 2019. Estimated completion April 30, 2020.

Current Status: Framing is nearly complete and the building is dried-in. Mechanical, electrical and plumbing rough-in was approved last week. Sitework is underway with street frontage concrete pours scheduled for this week. Anticipated completion is mid-April.

Change Order Update: As with any construction project there have been change orders on this project; both additive and deductive. The City's Procurement Policy allows the City Administrator to "authorize individual change order increases up to 20% or \$100,000, whichever is less, over the amount of the originally approved contract." The policy clarifies, "change orders must not increase total contract amount to more than approved budget without Council approval." The additive cost of approved change orders to date is \$145,549.52, including a \$59,984.21 additive change for the planned lift/elevator. Once the project is complete the City anticipates a unit price reconciliation deductive change order of approximately \$80,000. There are no individual change orders that exceed \$100,000 and the change order percentage of the contract is 3.26%. The City has and will continue to implemented rigorous change control on this project and other projects.



North Cove Park Pavilion—*The Mill*



Construction Phase

South Lake Stevens Path

Scope: Installation of a grade-separated 4,390 linear foot shared-use path on South Lake Stevens Road between South Davies Road and East Lake Shore Drive. The path will provide multi-modal access and landscaping and safety improvements that are consistent with the City's beautification plan.

Cost Estimate: \$260,000 Design; \$2,500,000 Construction

Funding Source: WSDOT Grant (\$1.3 million), REET, Impact Fees, Develop Fee In-Lieu, TIB Complete Streets Grant (\$200,000)

Schedule: Construction October 2019—April 2020

Current Status: Construction of retaining walls and installation of storm drainage is underway.



South Lake Stevens Road—Retaining Wall Construction



South Lake Stevens Road—Retaining Wall Excavation



S. Lake Stevens Road Closed to Thru Traffic—Detour Signage



Construction Phase

Cavelero Park

Scope: This project is led by Snohomish County and includes construction of a new park access road, skatepark, walkways, landscaping, shaded seating areas, basketball court and parking area.

Cost Estimate: \$3,180,000 total; City contributions include \$250,000 for the park, a \$485,000 state grant and \$1.1 million for the street improvements.

Funding Source: Mitigation Fees

Schedule: Construction shut down for winter and will resume in Spring 2020.

Current Status: Skate Bowls are complete.



Cavelero Park—Skate Bowls

Frontier Heights Park

Scope: Project includes 1/2 mile of paved paths, turf restoration, basketball court restoration, regrading, hydroseeding, ADA parking and parallel parking on Frontier Circle. With additional funding, future phases include a playground, sensory garden, picnic areas and additional paved parking on Frontier Circle Road.

Cost Estimate: \$536,000

Funding Source: Park Mitigation

Schedule: 2019-20 Construction

Current Status: Design is complete and construction is underway.





Design Phase

Police Station

Scope: Purchase the Fire Administration Building on S. Lake Stevens Road. Design and construct a tenant improvement in the existing buildings and add a evidence facility to the existing training center.

Cost Estimate: Construction cost estimate was 2.92 million. Bids have been received with a low bid of \$2.62 million. Estimate includes property acquisition, tenant improvements and construction of a new evidence facility.

Funding Source: Bond

Schedule: Bid opening was February 5, 2020 with award on February 11, 2020
Construction will begin in March 2020.

RANK	BIDDER	BASE BID + ADD ALTS TOTAL, INCL. TAX
1	CDK Construction Services, Inc.	\$2,681,836
2	James Company	\$2,873,083
3	Faber Construction	\$2,922,290
4	TRICO Companies	\$3,026,930
5	Moon Construction	\$3,042,396
6	Tiger Construction	\$3,201,330
7	Kassel & Associates	\$3,614,440
8	Valdez Construction, Inc.	\$3,667,523
	Architect's Estimate	\$3,182,800



Kirkland decant facility designed by PACE Engineers

Decant Facility

Cost Estimate: \$2,278,000

Scope: The City will construct a 5 bay decant facility at the newly purchased property on Grade Road.

Funding Source: Design and property acquisition with City funds. Project costs will be shared with the Lake Stevens Sewer District.

Schedule: Design and property acquisition in 2019, construction in 2020. Target ad date is mid March 2020.

Current Status: Design is at 90%. City is collaborating Lake Stevens Sewer District for a facility that will suit both agencies' needs.



Design Phase

Public Works Shop

Scope: Redevelop City Public Works shop to consolidate offices, staff space, maintenance operations, and storage for public works into a single location, improving efficiency of staff and equipment.

Cost Estimate: \$870,000

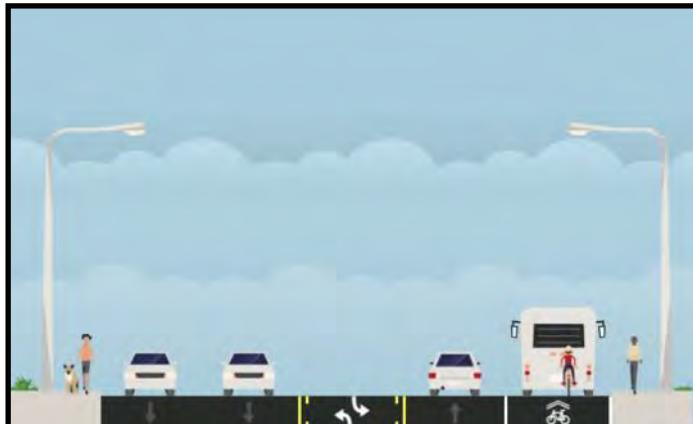
Funding Source: Surface Water Utility Fund, Street Fund

Schedule: Project will go to bid in mid March 2020

Current Status: Design at 90% complete.



Public Works Shop Conceptual



Section—20th St. SE Concept

20th Street SE—Phase II, Segment I

Scope: Segment I of a the multimodal corridor project along 20th Street SE will include sidewalks along both sides of roadway, four through travel lanes with left turn pockets, storm drainage, water quality facilities, surface water detention, and street lighting.

Cost Estimate: \$8,600,000

Funding Source: TIB and City Funds

Schedule: Construction summer 2020

Current Status: Advertisement for bids will go out on February 11, 2020. Bid opening is scheduled for March 10, 2020.

Design Phase

Trestle/BAT Lane—20th Street SE

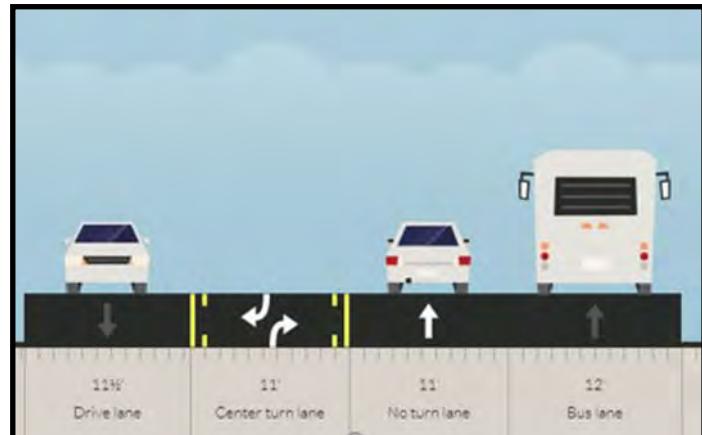
Scope: Construct a dedicated westbound HOV/Transit lane that will allow vehicles to bypass the congestion merge point onto the Trestle during peak traffic from 91st Ave.

Cost Estimate: \$2,670,000

Funding Source: Regional Mobility Grant (\$1.8 million), City Funds (\$850,000)

Schedule: Design 2019, Construction Summer/Fall 2020

Current Status: Preliminary Engineering 60%



Section—20th St. SE BAT Lane

20th Street SE Playfield

Cost Estimate: \$137,025

Funding Source: Park Mitigation

Schedule: Open for Public Use

Current Status: Partially Complete

Scope: The property has been graded and seeded with turf. Irrigation has been installed. The following improvements will be made in 2020:

- Paved Parking Area with Rain Garden
- Fencing along 20th St. SE
- Landscaping Plants
- Park Benches/Garbage Receptacles



20th Street SE



Design Phase

20th St NE—Road Repair

Scope: Sawcut and remove approximately 1,600 square feet of roadway and replace existing base. Final grading and paving to be performed by Contractor. Contract has been awarded to Olympic Paving. Lake Stevens Sewer District has agreed to cost share.

Cost Estimate: \$7,500

Funding Source: Surface Water Utility Fund, Street Fund

Schedule: Contract awarded in February 2020

Current Status: Pending weather, project to be completed within 30 Days.



20th St NE - Repair Work



Hartford Drive - Repair Work

Hartford Drive—Road repair

Scope: Sawcut and remove roughly 3,300 square feet of road and replace existing base. Final grading, and paving to be performed by Contractor. Contract awarded to Olympic Paving.

Cost Estimate: \$15,000

Funding Source: Surface Water Utility Fund, Street Fund

Schedule: Contract awarded in February 2020

Current Status: Pending weather, project to be completed within 30 Days.



North Cove Park—War Memorial

Scope: Two-tiered radius concrete wall with embedded granite plaques (owner furnished, contractor installed), medallions (owner furnished, contractor installed) and “Lake Stevens War Memorial” lettering (contractor furnished, contractor installed). The wall will be 3-5 feet tall, approximately 46 feet long and 8-12 inches thick. The City will install the flag poles, monument lighting, and electrical outlets/conduit.

Cost Estimate: Under \$35,000

Funding Source: City Funded

Schedule: Completion by 5/15/2020



War Memorial - Concept

- Main Street Improvements

Other Projects (Planning Phase)

- 117th Street NE Sidewalk
- Surface Water Drainage Improvements
- Sidewalk Improvements
- City Hall Relocation
- Powerline Trail
- 24th Street and 91st Ave Extensions
- Former Police Station Remodel
- Phase II North Cove Park
- Festival Street
- Community Conference Center



North Cove Park—Pavilion

BLANKET VOUCHER APPROVAL
2019

Payroll Direct Deposits	1/10/2020	\$225,303.32
Payroll Checks	49381-49382	\$3,284.89
Electronic Funds Transfers	ACH	\$292,865.54
Claims	49470-49527	\$1,228,964.06
Void Checks		
Total Vouchers Approved:		\$1,750,417.81

This 11th day of February 2020

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



February 11th, 2020

City Expenditures by Type on this voucher packet

Personnel Costs	\$	228,588	13%
Payroll Federal Taxes	\$	82,666	5%
Retirement Benefits - Employer	\$	56,260	3%
Medical Benefits - Employer	\$	142,220	8%
Other Employer paid Benefits	\$	4,360	0%
Employee paid benefits - By Payroll	\$	55,707	3%
Supplies	\$	7,407	0%
Professional Services	\$	124,247	7%
Capital *	\$	1,048,962	60%
Total	\$	1,750,417.81	100%

Large Purchases

- * North Cove Park/Pavilion Project - \$652,338
- * S Lake Stevens Rd Multi Use Path Project - \$255,589



Total for Period	
\$1,521,829.60	

Checks to be approved for period 12/31/2019 - 01/17/2020

Vendor: AFLAC

Check Number: 0

Invoice No	Check Date	Account Number	Account Name	Description	Amount
011020	12/31/2019	001 000 284 00 00 00	Payroll Liability Other	Employee paid Insurance Prem	\$1,323.48
					\$1,323.48

Vendor: Ace Hardware

Check Number: 49478

Invoice No	Check Date	Account Number	Account Name	Description	Amount
64940	1/17/2020	001 010 576 80 31 00	PK-Operating Costs	Cable Ties/Lights	\$42.18
64964	1/17/2020	410 016 531 10 31 02	SW-Operating Costs	Grass Seed	\$16.34
65023	1/17/2020	410 016 531 10 31 02	SW-Operating Costs	Loop Chain/Bit Set	\$99.16
65024	1/17/2020	101 016 544 90 31 02	ST-Operating Cost	Worklight/Hole Saw/Extension Cords	\$147.10
65073	1/17/2020	001 010 576 80 31 00	PK-Operating Costs	SprayPaint/Paracord	\$20.24
65073	1/17/2020	101 016 544 90 31 02	ST-Operating Cost	SprayPaint/Paracord	\$20.24
65120	1/17/2020	410 016 531 10 31 02	SW-Operating Costs	Screwdriver Set/Pry Bar/Hammers	\$98.06
					\$443.32

Vendor: Assoc of Washington Cities EFT

Check Number: 0

Invoice No	Check Date	Account Number	Account Name	Description	Amount
011020	12/31/2019	001 000 283 00 00 00	Payroll Liability Medical	Medical Insurance Premium	\$139,742.85
011020	12/31/2019	001 013 518 30 20 00	GG-Benefits	Medical Insurance Premium	(\$1.00)
011020T	12/31/2019	001 000 283 00 00 00	Payroll Liability Medical	Teamster Dental Premium	\$2,476.89
011020T	12/31/2019	001 013 518 30 20 00	GG-Benefits	Teamster Dental Premium	(\$0.09)
					\$142,218.65

Vendor: Carlson

Check Number: 49479

Invoice No	Check Date	Account Number	Account Name	Description	Amount
122719 ALLPHASE	1/17/2020	001 010 576 80 41 01	PK -Professional Tree Srv	Tree Removal Task Order 37	\$16,350.00
					\$16,350.00

Vendor: Central Welding Supply Co Inc

Check Number: 49480

Invoice No	Check Date	Account Number	Account Name	Description	Amount
RN12190993	1/17/2020	410 016 531 10 31 02	SW-Operating Costs	Argon Gas	\$18.06
					\$18.06

Vendor: CHS Engineers LLC

Check Number: 49481

Invoice No	Check Date	Account Number	Account Name	Description	Amount
371813-1912	1/17/2020	001 007 558 50 41 04	Permit Related Professional Sr	Mountain View Short Plat/Plan Review	\$2,149.20
371813-1912	1/17/2020	001 007 558 50 41 04	Permit Related Professional Sr	Sunset Hills Final Plat	\$700.70
					\$2,849.90

Vendor: City of Everett

Check Number: 49482

Invoice No	Check Date	Account Number	Account Name	Description	Amount
I20000538	1/17/2020	410 016 531 10 31 02	SW-Operating Costs	Fecal Coliform Analysis	\$120.00
					\$120.00

Vendor: City of Marysville

Check Number: 49483

Invoice No	Check Date	Account Number	Account Name	Description	Amount
LKS19-023	1/17/2020	001 013 512 50 41 00	GG-Municipal Court Fees	Marysville Court Citations Dec 2019	\$17,025.15
POLIN 19-0143	1/17/2020	001 008 523 60 41 00	LE-Jail	Prisoner Medical Dec 2019	\$75.00
					\$17,100.15

Vendor: Coast Gateway LLC

Check Number: 49484

Invoice No	Check Date	Account Number	Account Name	Description	Amount
560188	1/17/2020	001 008 521 20 43 00	LE-Travel & Per Diem	Hotel - Interview Techniques/Burien - B Summers	\$306.12
560189	1/17/2020	001 008 521 20 43 00	LE-Travel & Per Diem	Hotel - Interview Techniques/Burien - C Valvick	\$306.12
					\$612.24

Vendor: Colacurcio Brothers Inc

Check Number: 49485

Invoice No	Check Date	Account Number	Account Name	Description	Amount
PROGRESS 6	1/17/2020	305 010 594 76 60 00	North Cove Park Cap-Local	North Cove Park/Pavilion Project 18012	\$103,512.25
PROGRESS 6	1/17/2020	305 013 594 57 60 01	Pavillion - Grant Exp	North Cove Park/Pavilion Project 18012	\$512,931.86
PROGRESS 6	1/17/2020	305 016 595 30 60 02	Main Street Project - Local	North Cove Park/Pavilion Project 18012	\$35,894.30
					\$652,338.41

Vendor: Comcast

Check Number: 49486

Invoice No	Check Date	Account Number	Account Name	Description	Amount
1219 COMCAST	1/17/2020	001 008 521 20 42 00	LE-Communication	Internet Services - Market Place	\$106.19
1219 COMCAST	1/17/2020	001 008 521 20 42 00	LE-Communication	Internet Services - N Lakeshore Dr	\$146.19
1219 COMCAST	1/17/2020	001 010 576 80 42 00	PK-Communication	Internet Services - Parks/Rec Office	\$136.19
1219 COMCAST	1/17/2020	101 016 542 64 47 00	ST-Traffic Control -Utility	Traffic Signal Control	\$153.37
					\$541.94

Vendor: Dataquest LLC

Check Number: 49487

Invoice No	Check Date	Account Number	Account Name	Description	Amount
10946	1/17/2020	001 007 559 30 41 00	PB-Professional Srv	Background Check - New Employee	\$87.50
					\$87.50

Vendor: Day Wireless Systems

Check Number: 49488

Invoice No	Check Date	Account Number	Account Name	Description	Amount
503964	1/17/2020	001 008 521 20 48 00	LE-Repair & Maintenance Equip	Calibrate Handhelds	\$307.44
					\$307.44

Vendor: Dept of Retirement (Deferred Comp)

Check Number: 0

Invoice No	Check Date	Account Number	Account Name	Description	Amount
011020	12/31/2019	001 000 282 00 00 00	Payroll Liability Retirement	Employee Portion-State Deferre	\$2,490.00
					\$2,490.00

Vendor: Dept of Retirement PERS LEOFF

Check Number: 0

Invoice No	Check Date	Account Number	Account Name	Description	Amount
011020	12/31/2019	001 000 282 00 00 00	Payroll Liability Retirement	PERS LEOFF Contributions	\$56,197.60
011020S	12/31/2019	001 000 282 00 00 00	Payroll Liability Retirement	PERS LEOFF Contributions-State	\$62.26
					\$56,259.86

Vendor: EFTPS

Check Number: 0

Invoice No	Check Date	Account Number	Account Name	Description	Amount
011020	12/31/2019	001 000 281 00 00 00	Payroll Liability Taxes	Federal Payroll Taxes	\$82,666.41
					\$82,666.41

Vendor: Electronic Business Machines

Check Number: 49489

Invoice No	Check Date	Account Number	Account Name	Description	Amount
AR151919	1/17/2020	001 008 521 20 48 00	LE-Repair & Maintenance Equip	Copier Repair & Maintenance PD	\$143.15
AR152656	1/17/2020	101 016 542 30 48 00	ST-Repair & Maintenance	Copier Maintenance PW	\$8.25
AR152656	1/17/2020	410 016 531 10 48 00	SW-Repairs & Maintenance	Copier Maintenance PW	\$8.24
AR154215	1/17/2020	001 007 558 50 48 00	PL-Repairs & Maint.	Copier Repair & Maintenance PL	\$134.69
AR154215	1/17/2020	001 007 559 30 48 00	PB-Repair & Maintenance	Copier Repair & Maintenance PB	\$134.69
AR154215	1/17/2020	101 016 542 30 48 00	ST-Repair & Maintenance	Copier Repair & Maintenance PW	\$134.69
AR154215	1/17/2020	410 016 531 10 48 00	SW-Repairs & Maintenance	Copier Repair & Maintenance PW	\$134.70
AR155241	1/17/2020	101 016 542 30 48 00	ST-Repair & Maintenance	Copier Maintenance PW	\$5.34
AR155241	1/17/2020	410 016 531 10 48 00	SW-Repairs & Maintenance	Copier Maintenance PW	\$5.34
					\$709.09

Vendor: Grange Supply Inc

Check Number: 49490

Invoice No	Check Date	Account Number	Account Name	Description	Amount
619411/4	1/17/2020	410 016 531 10 31 02	SW-Operating Costs	Propane	\$22.57
K19384/4	1/17/2020	001 010 576 80 31 00	PK-Operating Costs	Propane	\$39.00
					\$61.57

Vendor: Granite Construction Supply

Check Number: 49491

Invoice No	Check Date	Account Number	Account Name	Description	Amount
262_00079664	1/17/2020	101 016 542 90 31 01	ST-Clothing	Knife/Pants/Gloves/Hoodie	\$114.48
262_00079664	1/17/2020	410 016 531 10 31 00	SW-Clothing	Knife/Pants/Gloves/Hoodie	\$114.49
262_00079726	1/17/2020	101 016 542 90 31 01	ST-Clothing	Pants/Jackets/Hoodies/Rubber Boots	\$1,098.33
262_00079726	1/17/2020	410 016 531 10 31 00	SW-Clothing	Pants/Jackets/Hoodies/Rubber Boots	\$1,098.33
					\$2,425.63

Vendor: HDR Engineering Inc

Check Number: 49492

Invoice No	Check Date	Account Number	Account Name	Description	Amount
1200242046	1/17/2020	304 016 595 60 60 05	Trestle/HOV Lane	Engineering Services - 20th Street BAT Lane Impr	\$115,604.89
					\$115,604.89

Vendor: Honey Bucket

Check Number: 49493

Invoice No	Check Date	Account Number	Account Name	Description	Amount
0551371412	1/17/2020	001 010 576 80 45 00	PK-Equipment Rental	Honey Bucket Rental - Swim Beach	\$269.65
					\$269.65

Vendor: HRA VEBA Trust YA20192

Check Number: 49470

Invoice No	Check Date	Account Number	Account Name	Description	Amount
011020	12/31/2019	001 000 283 00 00 00	Payroll Liability Medical	Employee VEBA Contributions	\$5,929.79
					\$5,929.79

Vendor: HSA Bank

Check Number: 49471

Invoice No	Check Date	Account Number	Account Name	Description	Amount
011020	12/31/2019	001 000 284 00 00 00	Payroll Liability Other	Health Savings Account Employee Contributions	\$33,671.24
					\$33,671.24

Vendor: J Thayer Company Inc

Check Number: 49494

Invoice No	Check Date	Account Number	Account Name	Description	Amount
1419531-0	1/17/2020	101 016 544 90 31 02	ST-Operating Cost	Wipes	\$38.25
1419531-0	1/17/2020	410 016 531 10 31 02	SW-Operating Costs	Wipes	\$38.25
					\$76.50

Vendor: Lake Stevens Police Guild

Check Number: 49472

Invoice No	Check Date	Account Number	Account Name	Description	Amount
011020	12/31/2019	001 000 284 00 00 00	Payroll Liability Other	Employee Paid Union Dues	\$1,098.50
					\$1,098.50

Vendor: Land Development Consultants Inc

Check Number: 49495

Invoice No	Check Date	Account Number	Account Name	Description	Amount
20047	1/17/2020	301 016 595 61 64 02	18004 - S. Lake Stevens Rd	S Lake Stevens Rd Multi Use Path	\$733.75
20083	1/17/2020	305 010 594 76 60 00	North Cove Park Cap-Local	North Cove Park Plaza Design	\$4,401.25
					\$5,135.00

Vendor: Lemay Mobile Shredding Inc

Check Number: 49496

Invoice No	Check Date	Account Number	Account Name	Description	Amount
4642304	1/17/2020	001 008 521 20 41 01	LE-Professional Serv-Fixed	Shredding Services PD	\$18.26
4642305	1/17/2020	001 013 518 20 41 00	GG-Professional Service	Shredding Services CH	\$14.33
					\$32.59

Vendor: LN Curtis & Sons

Check Number: 49497

Invoice No	Check Date	Account Number	Account Name	Description	Amount
INV349112	1/17/2020	001 008 521 21 26 00	LE-Boating Clothing	Jackets	\$255.19
					\$255.19

Vendor: Monroe Correctional Complex

Check Number: 49498

Invoice No	Check Date	Account Number	Account Name	Description	Amount
MCC1912.1146	1/17/2020	001 010 576 80 48 00	PK-Repair & Maintenance	DOC Work Crew - Dec 2019	\$370.64
MCC1912.1146	1/17/2020	101 016 542 30 48 00	ST-Repair & Maintenance	DOC Work Crew - Dec 2019	\$205.81
MCC1912.1146	1/17/2020	410 016 531 10 48 00	SW-Repairs & Maintenance	DOC Work Crew - Dec 2019	\$205.81
					\$782.26

Vendor: MPH Industries Inc

Check Number: 49499

Invoice No	Check Date	Account Number	Account Name	Description	Amount
6010073	1/17/2020	520 008 594 21 63 00	Capital Equipment	Bracket/Cradle/Ant Extension Cable/Antenna	\$995.55
					\$995.55

Vendor: Myron Corp

Check Number: 49500

Invoice No	Check Date	Account Number	Account Name	Description	Amount
115444069	1/17/2020	001 008 521 21 31 00	LE-Boating Minor Equipment	Credit Magnetic Emergency Work Light	(\$290.87)
115444531	1/17/2020	001 008 521 21 31 00	LE-Boating Minor Equipment	Credit Magnet	(\$398.89)
115449944	1/17/2020	001 008 521 21 31 00	LE-Boating Minor Equipment	Rubber Police Duck	\$773.81
115449969	1/17/2020	001 008 521 21 31 00	LE-Boating Minor Equipment	Police Car Stress Reliever	\$630.79
115457046	1/17/2020	001 008 521 21 31 00	LE-Boating Minor Equipment	Custom Temporary Tattoo	\$750.76
115457079	1/17/2020	001 008 521 21 31 00	LE-Boating Minor Equipment	Custom Temporary Tattoo	\$750.76
115582181	1/17/2020	001 008 521 21 31 00	LE-Boating Minor Equipment	Float Rite Key Chain	\$557.93
					\$2,774.29

Vendor: Nationwide Retirement Solution

Check Number: 0

Invoice No	Check Date	Account Number	Account Name	Description	Amount
011020	12/31/2019	001 000 282 00 00 00	Payroll Liability Retirement	Employee Portion-Nationwide	\$4,215.97
					\$4,215.97

Vendor: New York Life

Check Number: 49473

Invoice No	Check Date	Account Number	Account Name	Description	Amount
011020	12/31/2019	001 000 284 00 00 00	Payroll Liability Other	Whole LIfe Insurance Premiums	\$215.00
					\$215.00

Vendor: New York Life EFT

Check Number: 0

Invoice No	Check Date	Account Number	Account Name	Description	Amount
011020	12/31/2019	001 002 513 11 20 00	AD-Benefits	Life/Disability Ins Premiums	\$52.99
011020	12/31/2019	001 003 514 20 20 00	CC-Benefits	Life/Disability Ins Premiums	\$45.61
011020	12/31/2019	001 004 514 23 20 00	FI-Benefits	Life/Disability Ins Premiums	\$172.85
011020	12/31/2019	001 005 518 10 20 00	HR-Benefits	Life/Disability Ins Premiums	\$36.54

011020	12/31/2019	001 006 518 80 20 00	IT-Benefits	Life/Disability Ins Premiums	\$120.77
011020	12/31/2019	001 007 558 50 20 00	PL-Benefits	Life/Disability Ins Premiums	\$265.06
011020	12/31/2019	001 007 559 30 20 00	PB-Benefits	Life/Disability Ins Premiums	\$129.02
011020	12/31/2019	001 008 521 20 20 00	LE-Benefits	Life/Disability Ins Premiums	\$1,457.67
011020	12/31/2019	001 010 576 80 20 00	PK-Benefits	Life/Disability Ins Premiums	\$197.83
011020	12/31/2019	001 013 518 30 20 00	GG-Benefits	Life/Disability Ins Premiums	\$149.17
011020	12/31/2019	101 016 542 30 20 00	ST-Benefits	Life/Disability Ins Premiums	\$445.30
011020	12/31/2019	410 016 531 10 20 00	SW-Benefits	Life/Disability Ins Premiums	\$454.86
					\$3,527.67

Vendor: NC Machinery Co

Check Number: 49501

Invoice No	Check Date	Account Number	Account Name	Description	Amount
X1001702	1/17/2020	001 010 576 80 31 00	PK-Operating Costs	Manlift Rental	\$182.58
					\$182.58

Vendor: O Reilly Auto Parts

Check Number: 49502

Invoice No	Check Date	Account Number	Account Name	Description	Amount
2960-158728	1/17/2020	410 016 531 10 31 02	SW-Operating Costs	Converter PW16	\$25.93
2960-159890	1/17/2020	101 016 544 90 31 02	ST-Operating Cost	Air Filter PW4	\$13.51
2960-160331	1/17/2020	101 016 544 90 31 02	ST-Operating Cost	Antifreeze/Wiper Blades	\$50.86
2960-160331	1/17/2020	410 016 531 10 31 02	SW-Operating Costs	Antifreeze/Wiper Blades	\$50.87
					\$141.17

Vendor: Outcomes by Levy LLC

Check Number: 49503

Invoice No	Check Date	Account Number	Account Name	Description	Amount
2019-12-LS	1/17/2020	001 013 511 70 40 00	Lobbying Services	Legislative/Regulatory Consulting Dec 2019	\$4,973.57
					\$4,973.57

Vendor: Pacific Rim Code Services Inc

Check Number: 49504

Invoice No	Check Date	Account Number	Account Name	Description	Amount
12-2019	1/17/2020	001 007 558 50 41 04	Permit Related Professional Sr	Plan Review - 9 Holdings LLC BLD2019-0723	\$9,880.91
					\$9,880.91

Vendor: Perteet Inc

Check Number: 49505

Invoice No	Check Date	Account Number	Account Name	Description	Amount
20120176.001-55	1/17/2020	301 016 544 40 41 00	Street Op - P&D - 20th St SE	20th Street SE Phase II Segment 1 Design	\$9,619.65
					\$9,619.65

Vendor: Pilchuck Veterinary Hospital

Check Number: 49506

Invoice No	Check Date	Account Number	Account Name	Description	Amount
656567	1/17/2020	111 008 521 20 40 00	Drug Seize - Canine Prof Serv	Credit for Invoice 656360 Cia Wellness Exam/Vaccines	(\$45.53)
658163	1/17/2020	111 008 521 20 40 00	Drug Seize - Canine Prof Serv	Cia Emergency Visit	\$703.26
658207	1/17/2020	111 008 521 20 40 00	Drug Seize - Canine Prof Serv	Credit Invoice 658163 Cia Emergency Visit	(\$69.31)
					\$588.42

Vendor: Powerwerx Inc

Check Number: 49507

Invoice No	Check Date	Account Number	Account Name	Description	Amount
1272821	1/17/2020	001 008 521 20 31 06	LE-Emergency Mgmt Supplies	Handheld Commercial Radios	\$1,117.07
					\$1,117.07

Vendor: Public Safety Testing Inc

Check Number: 49508

Invoice No	Check Date	Account Number	Account Name	Description	Amount
2019-0893	1/17/2020	001 005 518 10 41 00	HR-Professional Services	Q4 2019 Recruiting Assistance	\$450.00
					\$450.00

Vendor: Puget Sound Energy

Check Number: 49509

Invoice No	Check Date	Account Number	Account Name	Description	Amount
24316495 0120	1/17/2020	001 010 576 80 47 00	PK-Utilities	Natural Gas - City Shop	\$173.80
24316495 0120	1/17/2020	101 016 543 50 47 00	ST-Utilities	Natural Gas - City Shop	\$173.79
24316495 0120	1/17/2020	410 016 531 10 47 00	SW-Utilities	Natural Gas - City Shop	\$173.85
3723810 0120	1/17/2020	001 008 521 50 47 00	LE-Facility Utilities	Natural Gas - N Lakeshore Dr	\$165.75
					\$687.19

Vendor: Republic Services 197

Check Number: 49510

Invoice No	Check Date	Account Number	Account Name	Description	Amount
0197-002549157	1/17/2020	410 016 531 10 45 00	SW-Dumpster Service	Dumpster Services City Shop Yardwaste	\$303.13
0197-002549996	1/17/2020	001 010 576 80 45 01	PK- Dumpster Service	Dumpster Services City Shop	\$249.15
0197-002549996	1/17/2020	101 016 542 30 45 01	ST-Dumpster Service	Dumpster Services City Shop	\$249.15
0197-002549996	1/17/2020	410 016 531 10 45 00	SW-Dumpster Service	Dumpster Services City Shop	\$249.14
0197-002550533	1/17/2020	001 013 518 20 45 01	GG-Dumpster Service	Dumpster Services City Hall	\$454.51
					\$1,505.08

Vendor: Rexel USA Inc

Check Number: 49511

Invoice No	Check Date	Account Number	Account Name	Description	Amount
X984673	1/17/2020	001 010 576 80 31 00	PK-Operating Costs	Paddlocks	\$15.74
X984673	1/17/2020	101 016 544 90 31 02	ST-Operating Cost	Paddlocks	\$15.74
X984673	1/17/2020	410 016 531 10 31 02	SW-Operating Costs	Paddlocks	\$15.74
					\$47.22

Vendor: Smarsh Inc

Check Number: 49512

Invoice No	Check Date	Account Number	Account Name	Description	Amount
INV00567837	1/17/2020	510 006 518 80 49 05	LR - Smarsh	Archiving Platform	\$666.00
					\$666.00

Vendor: Snohomish County PUD

Check Number: 49513

Invoice No	Check Date	Account Number	Account Name	Description	Amount
100410912	1/17/2020	001 010 576 80 47 00	PK-Utilities	200206019 North Cove Park Electric	\$56.63
100410912	1/17/2020	001 010 576 80 47 00	PK-Utilities	200206019 Parks Electric	\$94.56
100410912	1/17/2020	001 010 576 80 47 00	PK-Utilities	200206019 Parks Water	\$56.48

100410912	1/17/2020	001 012 572 20 47 00	CS-Library-Utilities	200206019 Library Electric	\$703.93
100410912	1/17/2020	001 013 518 20 47 00	GG-Utilities	200206019 City Hall Admin Electric	\$364.69
100410912	1/17/2020	001 013 518 20 47 00	GG-Utilities	200206019 City Hall Electric	\$311.13
100410912	1/17/2020	001 013 518 20 47 00	GG-Utilities	200206019 City Hall Water	\$170.70
100410912	1/17/2020	001 013 518 20 47 00	GG-Utilities	200206019 Library Water	\$91.85
100410912	1/17/2020	101 016 542 63 47 00	ST-Lighting - Utilities	200206019 Street Lights	\$160.20
108566449	1/17/2020	001 010 576 80 47 00	PK-Utilities	221860174 Frontier Circle Park Electric	\$17.17
111861710	1/17/2020	001 008 521 50 47 00	LE-Facility Utilities	200558690 Police N Lakeshore Dr Electric	\$123.73
111861710	1/17/2020	001 008 521 50 47 00	LE-Facility Utilities	200558690 Police N Lakeshore Dr Water	\$24.43
115170022	1/17/2020	001 010 576 80 47 00	PK-Utilities	222191298 North Cove Park Water	\$53.18
121798418	1/17/2020	001 010 576 80 47 00	PK-Utilities	222191314 20th St Ballfield Water	\$73.10
128401342	1/17/2020	101 016 542 63 47 00	ST-Lighting - Utilities	201860178 Traffic Signal 9101 Market Pl	\$214.75
131707731	1/17/2020	101 016 542 63 47 00	ST-Lighting - Utilities	201973682 Street Lights	\$47.38
131708740	1/17/2020	001 010 576 80 47 00	PK-Utilities	201487055 2424 Soper Hill Rd Mobile Electric	\$24.91
131708740	1/17/2020	001 010 576 80 47 00	PK-Utilities	201487055 2424 Soper Hill Rd Mobile Water	\$24.40
138223901	1/17/2020	101 016 542 63 47 00	ST-Lighting - Utilities	201595113 Street Lights	\$147.40
141532579	1/17/2020	001 010 576 80 47 00	PK-Utilities	202340527 Decant Yard	\$49.00
141532579	1/17/2020	101 016 543 50 47 00	ST-Utilities	202340527 Decant Yard	\$49.00
141532579	1/17/2020	410 016 531 10 47 00	SW-Utilities	202340527 Decant Yard	\$49.01
154705813	1/17/2020	101 016 542 63 47 00	ST-Lighting - Utilities	202988481 Street Lights	\$282.41
154706740	1/17/2020	101 016 542 63 47 00	ST-Lighting - Utilities	202624367 Street Lights	\$12,246.59
154706741	1/17/2020	101 016 542 63 47 00	ST-Lighting - Utilities	202648101 Street Lights Soper Hill Annex	\$1,441.73
154706742	1/17/2020	101 016 542 63 47 00	ST-Lighting - Utilities	202670725 Street Lights	\$1,251.30
161088999	1/17/2020	101 016 542 63 47 00	ST-Lighting - Utilities	204719074 Catherine Creek Bridge Lights	\$22.90
					\$18,152.56

Vendor: Snohomish County Sheriffs Office

Check Number: 49514

Invoice No	Check Date	Account Number	Account Name	Description	Amount
2019-6106	1/17/2020	001 008 523 60 41 00	LE-Jail	Jail Services Nov 2019	\$21,794.31
2019-6127	1/17/2020	001 008 523 60 41 00	LE-Jail	Jail Services Medical Nov 2019	\$9.57
					\$21,803.88

Vendor: Sound Publishing Inc

Check Number: 49515

Invoice No	Check Date	Account Number	Account Name	Description	Amount
EDH885584	1/17/2020	001 007 558 50 41 03	PL-Advertising	Frontier Heights Park NPDES Permit	\$90.50
					\$90.50

Vendor: State Auditors Office

Check Number: 49516

Invoice No	Check Date	Account Number	Account Name	Description	Amount
L134409	1/17/2020	001 004 514 23 41 00	FI-Professional Service	2018 Accountability/Financial Audit	\$700.70
					\$700.70

Vendor: Stericycle Inc

Check Number: 49517

Invoice No	Check Date	Account Number	Account Name	Description	Amount
3004950552	1/17/2020	001 008 521 20 41 01	LE-Professional Serv-Fixed	Hazardous Waste Disposal	\$32.38
					\$32.38

Vendor: Strider Construction Co Account 62763077500

Check Number: 49518

Invoice No	Check Date	Account Number	Account Name	Description	Amount
PROGRESS 2	1/17/2020	301 016 595 61 64 02	18004 - S. Lake Stevens Rd	Retainage - S Lake Stevens Multi Use Path Project 18004	\$13,452.05
					\$13,452.05

Vendor: Strider Construction Co Inc

Check Number: 49519

Invoice No	Check Date	Account Number	Account Name	Description	Amount
PROGRESS 2	1/17/2020	301 016 595 61 64 02	18004 - S. Lake Stevens Rd	S Lake Stevens Rd Multi Use Path Project 18004	\$255,588.92
					\$255,588.92

Vendor: Teamsters Local No 763

Check Number: 49474

Invoice No	Check Date	Account Number	Account Name	Description	Amount
011020	12/31/2019	001 000 284 00 00 00	Payroll Liability Other	Union Dues	\$1,174.00
					\$1,174.00

Vendor: Technological Services Inc

Check Number: 49520

Invoice No	Check Date	Account Number	Account Name	Description	Amount
14974	1/17/2020	001 008 521 20 48 00	LE-Repair & Maintenance Equip	Engine Repair	\$6,412.87
					\$6,412.87

Vendor: The Watershed Co

Check Number: 49521

Invoice No	Check Date	Account Number	Account Name	Description	Amount
2019-1730	1/17/2020	301 016 544 40 41 02	24th St SE & 91st Rd Design	Environmental Consulting - 24th St SE Extension	\$2,463.76
					\$2,463.76

Vendor: Topsoils Inc

Check Number: 49522

Invoice No	Check Date	Account Number	Account Name	Description	Amount
91516	1/17/2020	310 016 544 40 41 00	20th St SE - Professional Srv	Demolition Debris Removal	\$3,727.92
					\$3,727.92

Vendor: TranTech Engineering LLC

Check Number: 49523

Invoice No	Check Date	Account Number	Account Name	Description	Amount
2018033-07	1/17/2020	101 016 544 20 41 00	ST-Prof Srv - Engineering	LS Bridge Loading and Scouring Analysis Nov-Dec 2019	\$2,244.42
					\$2,244.42

Vendor: Upstate Engineering Inc

Check Number: 49524

Invoice No	Check Date	Account Number	Account Name	Description	Amount
1021-4	1/17/2020	305 010 594 76 60 00	North Cove Park Cap-Local	Drafting Services North Cove Aug 2019	\$1,410.00
1021-5	1/17/2020	305 010 594 76 60 00	North Cove Park Cap-Local	Drafting Services North Cove Sept 2019	\$487.00

\$1,897.00

Vendor: Vantagepoint Transfer Agents - 108991

Check Number: 49475

Invoice No	Check Date	Account Number	Account Name	Description	Amount
011020	12/31/2019	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: 49476

Invoice No	Check Date	Account Number	Account Name	Description	Amount
011020	12/31/2019	001 000 282 00 00 00	Payroll Liability Retirement	ICMA Deferred Comp - Employee Contribution	\$1,900.85

\$1,900.85

Vendor: Washington State Criminal Justice

Check Number: 49525

Invoice No	Check Date	Account Number	Account Name	Description	Amount
201133770	1/17/2020	001 008 521 40 49 01	LE-Registration Fees	Registration - Collision Investigation - P Bassett/D Jewell	\$200.00
201133809	1/17/2020	001 008 521 40 49 01	LE-Registration Fees	Registration - Law Enforcement Records - M Cooper	\$100.00

\$300.00

Vendor: Washington State Patrol

Check Number: 49526

Invoice No	Check Date	Account Number	Account Name	Description	Amount
I20004282	1/17/2020	633 000 589 30 00 10	Gun Permit - WSP Remittance	Weapons Permit Background Checks Dec 2019	\$304.75

\$304.75

Vendor: Washington State Support Registry

Check Number: 0

Invoice No	Check Date	Account Number	Account Name	Description	Amount
011020	12/31/2019	001 000 284 00 00 00	Payroll Liability Other	Employee Paid Child Support	\$163.50

\$163.50

Vendor: Welch Comer & Associates Inc

Check Number: 49527

Invoice No	Check Date	Account Number	Account Name	Description	Amount
5500010-004	1/17/2020	304 016 595 30 60 04	Frontier Village/4th Project	Village Way Construction Mgmt	\$3,950.00

\$3,950.00

Vendor: Western Conference of Teamsters Pension Trust

Check Number: 49477

Invoice No	Check Date	Account Number	Account Name	Description	Amount
011020	12/31/2019	001 000 282 00 00 00	Payroll Liability Retirement	Employee Contributions - Teamster Pension	\$3,739.55

\$3,739.55

BLANKET VOUCHER APPROVAL
2020

Payroll Direct Deposits	1/25/2020	\$220,147.22
Payroll Checks	49537-49538	\$3,872.23
Electronic Funds Transfers	ACH	\$180,249.18
Claims	49528-49536, 49539-49597, 49598-49605	\$539,785.59
Void Checks	49532, 49569	(\$303.00)
Total Vouchers Approved:		\$943,751.22

This 11th day of February 2020

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



February 11th, 2020

City Expenditures by Type on this voucher packet

Personnel Costs	\$	224,019	24%
Payroll Federal Taxes	\$	116,000	12%
Excise Tax	\$	260	0%
Retirement Benefits - Employer	\$	56,763	6%
Other Employer paid Benefits	\$	692	0%
Employee paid benefits - By Payroll	\$	14,209	2%
Supplies	\$	54,237	6%
Professional Services*	\$	324,779	34%
Paid Family Medical Leave	\$	6,455	1%
Capital **	\$	124,021	13%
Debt Payments	\$	22,618	2%
Void Check	\$	(303)	0.0%
Total	\$	943,751.22	100%

Large Purchases

* Dispatch Services Jan and Feb - \$63,871

** Brush Bandit Wood Chipper - \$68,747



Total for Period

\$720,034.77

Checks to be approved for period 01/21/2020 - 02/05/2020

Vendor: Ace Equipment Rentals

Check Number: 49539

Invoice No	Check Date	Account Number	Account Name	Description	Amount
87012	1/22/2020	001 001 511 60 45 01	Legislative - Rentals	Chair Rental for CC Workshop Mtg Police Training Room	\$261.60
					\$261.60

Vendor: Ace Hardware

Check Number: 49540

Invoice No	Check Date	Account Number	Account Name	Description	Amount
65211	1/22/2020	001 008 521 20 48 00	LE-Repair & Maintenance Equip	Keys/Lubricant/Moisture Absorbers	\$80.58
65278	1/22/2020	001 008 521 20 48 00	LE-Repair & Maintenance Equip	Ice Melt	\$10.89
65281	1/22/2020	001 008 521 20 48 00	LE-Repair & Maintenance Equip	Marking Paint	\$21.55

Vendor: Ace Hardware

Check Number: 49605

Invoice No	Check Date	Account Number	Account Name	Description	Amount
65223	2/5/2020	410 016 531 10 31 02	SW-Operating Costs	Socket Sets/Ratcheting Wrench Set/Shovel/Ice Melt	\$368.30
65249	2/5/2020	410 016 531 10 31 02	SW-Operating Costs	Nipple	\$1.73
65268	2/5/2020	101 016 542 66 31 00	ST-Snow & Ice - Sply	Steel Shovels	\$63.20
65270	2/5/2020	001 013 518 20 48 00	GG-Repair & Maintenance	Electrical Tape/Heat Cable/Pipe Insulation/Shovel	\$87.15
65295	2/5/2020	001 013 518 20 48 00	GG-Repair & Maintenance	Ice Melt	\$27.24
65329	2/5/2020	001 008 521 20 31 00	LE-Office Supplies	Goo Gone	\$4.35
65343	2/5/2020	101 016 544 90 31 02	ST-Operating Cost	Bearing Plate	\$22.87
65377	2/5/2020	001 008 521 20 31 01	LE-Fixed Minor Equipment	Spraypaint White	\$8.70
65389	2/5/2020	001 008 521 20 31 01	LE-Fixed Minor Equipment	Staples	\$30.50

Vendor: Alta Planning Design Inc

Check Number: 49541

Invoice No	Check Date	Account Number	Account Name	Description	Amount
00-2019-172-5	1/22/2020	001 010 576 80 41 00	PK-Professional Services	Trails Master Plan Development	\$7,654.00
					\$7,654.00

Vendor: Amazon Capital Services

Check Number: 49542

Invoice No	Check Date	Account Number	Account Name	Description	Amount
163P-GLYQ-QM6W	1/22/2020	001 008 521 20 48 00	LE-Repair & Maintenance Equip	Steel Tank/Air Compressor Hose Kit	\$100.87
17DG-NLM3-XKWN	1/22/2020	001 008 521 20 31 00	LE-Office Supplies	D-Ring Binder/Vertical File Folder	\$57.88
1XDY-XDJP-6LY3	1/22/2020	001 008 521 20 31 00	LE-Office Supplies	Drink Dispenser	\$79.61

Vendor: Amazon Capital Services

Check Number: 49543

Invoice No	Check Date	Account Number	Account Name	Description	Amount
144G-WF96-K6MF	1/22/2020	001 004 514 23 31 00	FI-Office Supplies	Wireless Mouse	\$28.32
1DY9-FKLM-HNM1	1/22/2020	410 016 531 10 31 01	SW-Office Supplies	Laptop Shoulder Bag	\$64.12

1FCW-T4P9-4D4G	1/22/2020	001 005 518 10 31 00	HR-Office Supplies	File Folders	\$41.33
1KNC-GNXH-J3KD	1/22/2020	410 016 531 10 31 02	SW-Operating Costs	Credit - Viewsonic Frameless Dual Pack Monitors	(\$288.84)
1NLP-GYDW-MDKW	1/22/2020	001 003 514 20 31 00	CC-Office Supply	Wall Calendars/AP File Folders	\$36.57
1NLP-GYDW-MDKW	1/22/2020	001 004 514 23 31 00	FI-Office Supplies	Wall Calendars/AP File Folders	\$36.57
1PW1-XDCH-LR4H	1/22/2020	305 013 594 57 60 01	Pavillion - Grant Exp	Flags/Flagpole Bases and Tassels - Pavilion	\$389.12
1TF6-WQJK-H3YP	1/22/2020	410 016 531 10 31 01	SW-Office Supplies	Lighting Charger Cords	\$40.12
1TF6-WQJK-LTTY	1/22/2020	001 007 559 30 31 00	PB-Office Supplies	Wireless Keyboard/Mouse Combo	\$129.35
					\$476.66

Vendor: Amazon Capital Services

Check Number: 49606

Invoice No	Check Date	Account Number	Account Name	Description	Amount
19DW-QXFG-D39W	2/5/2020	001 008 521 20 48 00	LE-Repair & Maintenance Equip	Traffic Cone Holder	\$20.08
1DQF-TDYW-6TMX	2/5/2020	001 008 521 50 30 00	LE-Facilities Supplies	Febreeze/Staple Remover/Clock - Records	\$88.73
1KVR-KYR1-DK74	2/5/2020	001 008 521 20 31 01	LE-Fixed Minor Equipment	MediTac Tactical Assault Packs	\$380.80
1VHV-XQOG-KXP6	2/5/2020	001 008 521 20 48 00	LE-Repair & Maintenance Equip	First Aid Rucksack	\$33.73
					\$523.34

Vendor: Amazon Capital Services

Check Number: 49607

Invoice No	Check Date	Account Number	Account Name	Description	Amount
14XK-L9XG-1MYH	2/5/2020	001 006 518 80 31 00	IT-Office Supplies	Power Cord	\$19.60
1GGR-LRHM-TH7J	2/5/2020	001 003 514 20 31 00	CC-Office Supply	File Folders	\$21.80
1GGR-LRHM-TH7J	2/5/2020	001 004 514 23 31 00	FI-Office Supplies	AP Files	\$17.44
1PMP-RVND-1GY7	2/5/2020	410 016 531 10 31 01	SW-Office Supplies	Notebooks	\$27.56
1XMK-3JMC-1ONG	2/5/2020	001 005 518 10 31 00	HR-Office Supplies	Folders/File Jackets	\$64.96
1YPK-C4W7-1LJ7	2/5/2020	001 003 514 20 31 00	CC-Office Supply	File Folders	\$21.80
1YPK-C4W7-1LJ7	2/5/2020	001 004 514 23 31 00	FI-Office Supplies	AP File Labels	\$12.96
					\$186.12

Vendor: Barnes

Check Number: 49608

Invoice No	Check Date	Account Number	Account Name	Description	Amount
022420 BARNES	2/5/2020	001 008 521 20 43 00	LE-Travel & Per Diem	PerDiem - Meals K9 Supervisor/Monroe - J Barnes	\$60.00
					\$60.00

Vendor: Barrett

Check Number: 49609

Invoice No	Check Date	Account Number	Account Name	Description	Amount
2082	2/5/2020	101 016 542 66 31 00	ST-Snow & Ice - Sply	Sand for Roads	\$1,875.00
					\$1,875.00

Vendor: Brazel

Check Number: 49528

Invoice No	Check Date	Account Number	Account Name	Description	Amount
012720 BRAZEL	1/21/2020	001 002 513 11 43 00	AD-Travel & Meetings	PerDiem - Meals City Action Days Olympia - G Brazel	\$132.00
					\$132.00

Vendor: Brummett Inc

Check Number: 49544

Invoice No	Check Date	Account Number	Account Name	Description	Amount
16670	1/22/2020	001 008 521 20 31 04	LE-Donation Exp - Other	Service Awards /Badges/Plaques	\$241.56
					\$241.56

Vendor: Bryant

Check Number: 49545

Invoice No	Check Date	Account Number	Account Name	Description	Amount
020220 BRYANT	1/22/2020	001 008 521 20 43 00	LE-Travel & Per Diem	PerDiem - Meals Pre-Supervisors Burien - A Bryant	\$380.00
					\$380.00

Vendor: Cadman Inc

Check Number: 49610

Invoice No	Check Date	Account Number	Account Name	Description	Amount
5664140	2/5/2020	101 016 544 90 31 02	ST-Operating Cost	Asphalt	\$303.05
					\$303.05

Vendor: Canon Financial Services Inc

Check Number: 49546

Invoice No	Check Date	Account Number	Account Name	Description	Amount
21006611	1/22/2020	101 016 542 30 48 00	ST-Repair & Maintenance	Copier Maintenance PW	\$17.08
21006611	1/22/2020	410 016 531 10 48 00	SW-Repairs & Maintenance	Copier Maintenance PW	\$17.08
					\$34.16

Vendor: Canon Financial Services Inc

Check Number: 49611

Invoice No	Check Date	Account Number	Account Name	Description	Amount
20985188	2/5/2020	001 013 518 20 48 00	GG-Repair & Maintenance	Copier Maintenance CH	\$285.26
					\$285.26

Vendor: Cascade Collision Center Inc

Check Number: 49547

Invoice No	Check Date	Account Number	Account Name	Description	Amount
4586	1/22/2020	001 008 521 20 48 00	LE-Repair & Maintenance Equip	Repair Services A-18-80	\$1,414.00
					\$1,414.00

Vendor: CDW Government Inc

Check Number: 49548

Invoice No	Check Date	Account Number	Account Name	Description	Amount
WJM1600	1/22/2020	520 008 594 21 63 00	Capital Equipment	Tele Mount Base/Havis Bracket/Interceptor Utility	\$3,857.76
					\$3,857.76

Vendor: CDW Government Inc

Check Number: 49612

Invoice No	Check Date	Account Number	Account Name	Description	Amount
WMQ1695	2/5/2020	510 006 518 80 49 14	LR - Barracuda Email Archive	Barracuda Essentials Subscription	\$7,210.35
WQM8396	2/5/2020	510 006 518 80 49 03	LR - Adobe Pro	Adobe Acrobat/Gov Indesign	\$9,883.77
WRN0011	2/5/2020	001 008 521 20 31 00	LE-Office Supplies	Credit Unifi Cloud Key	(\$1,003.88)

Vendor: CI Technologies Inc

Check Number: 49613

Invoice No	Check Date	Account Number	Account Name	Description	Amount
9883	2/5/2020	001 008 521 20 41 01	LE-Professional Serv-Fixed	2020 IAPRO Internal Affairs Annual Maintenance	\$1,224.00
					\$1,224.00

Vendor: City of Everett
Check Number: 49549

Invoice No	Check Date	Account Number	Account Name	Description	Amount
I20000623	1/22/2020	001 008 554 30 41 00	LE - Animal Control	Animal Control Services Dec 2019	\$195.00
					\$195.00

Vendor: City of Everett
Check Number: 49550

Invoice No	Check Date	Account Number	Account Name	Description	Amount
033120 EVERETT	1/22/2020	001 008 521 40 49 01	LE-Registration Fees	Register - Peer Support Training Barnes/Wells/Wachveitl/Irwin	\$1,500.00
					\$1,500.00

Vendor: City of Marysville
Check Number: 49551

Invoice No	Check Date	Account Number	Account Name	Description	Amount
POLIN 19-0146	1/22/2020	001 008 523 60 41 00	LE-Jail	Prisoner Housing Yakima Dec 2019	\$394.69
					\$394.69

Vendor: City of Marysville
Check Number: 49614

Invoice No	Check Date	Account Number	Account Name	Description	Amount
POLIN 19-0148	2/5/2020	001 008 523 60 41 00	LE-Jail	Prisoner Housing SCORE Dec 2019	\$1,488.39
POLIN 19-0150	2/5/2020	001 008 523 60 41 00	LE-Jail	Prisoner Medical SCORE Oct 2019	\$175.12
POLIN 19-0152	2/5/2020	001 008 523 60 41 00	LE-Jail	Prisoner Housing MSVL Dec 2019	\$7,846.34
					\$9,509.85

Vendor: Coast Gateway LLC
Check Number: 49552

Invoice No	Check Date	Account Number	Account Name	Description	Amount
562989	1/22/2020	001 008 521 20 43 00	LE-Travel & Per Diem	Hotel - VirTra Instructor/Burien - C Wells	\$204.08
					\$204.08

Vendor: Code Publishing Co Inc
Check Number: 49615

Invoice No	Check Date	Account Number	Account Name	Description	Amount
349281	2/5/2020	001 003 514 20 41 00	CC-Professional Services	Muni Code Update Ordinances 1071/1078	\$168.30
					\$168.30

Vendor: Comdata Inc
Check Number: 49616

Invoice No	Check Date	Account Number	Account Name	Description	Amount
20331707	2/5/2020	001 008 521 20 32 00	LE-Fuel	PD Fuel	\$8,416.11
					\$8,416.11

Vendor: Comdata Inc
Check Number: 49617

Invoice No	Check Date	Account Number	Account Name	Description	Amount
20331697	2/5/2020	001 007 558 50 32 00	PL-Fuel	Planning Fuel	\$16.96
20331697	2/5/2020	001 007 559 30 32 00	PB-Fuel	Building Fuel	\$168.74
20331697	2/5/2020	001 013 518 20 32 00	GG-Fuel	City Vehicle Fuel	\$16.96
20331697	2/5/2020	101 016 542 30 32 00	ST-Fuel	PW Fuel	\$3,198.92
20331697	2/5/2020	410 016 531 10 32 00	SW-Fuel	PW Fuel	\$3,280.66
					\$6,682.24

Vendor: Crim

Check Number: 49618

Invoice No	Check Date	Account Number	Account Name	Description	Amount
021020 CRIM	2/5/2020	001 003 514 20 43 00	CC-Travel & Meetings	PerDiem - Meals 2020 LF Empower/Long Beach - A Crim	\$103.00
021020 CRIM	2/5/2020	001 004 514 23 43 00	FI-Travel & Meetings	PerDiem - Meals 2020 LF Empower/Long Beach - A Crim	\$103.00
					\$206.00

Vendor: Crown Castle

Check Number: 49619

Invoice No	Check Date	Account Number	Account Name	Description	Amount
020420 CROWN1	2/5/2020	003 007 558 50 49 00	Miscellaneous	LUA2019-0131 Refund Permit Not Needed	\$450.00
020420 CROWN2	2/5/2020	003 007 558 50 49 00	Miscellaneous	LUA2019-0141 Refund Permit Not Needed	\$450.00
020420 CROWN3	2/5/2020	003 007 558 50 49 00	Miscellaneous	LUA2019-0150 Refund Permit Not Needed	\$450.00
020420 CROWN4	2/5/2020	003 007 558 50 49 00	Miscellaneous	LUA2019-0151 Refund Permit Not Needed	\$450.00
					\$1,800.00

Vendor: Crystal Springs

Check Number: 49620

Invoice No	Check Date	Account Number	Account Name	Description	Amount
5249844 020120	2/5/2020	001 007 558 50 31 01	PL-Operating Costs	Bottled Water - City Hall/City Shop	\$74.26
5249844 020120	2/5/2020	001 007 559 30 31 01	PB-Operating Cost	Bottled Water - City Hall/City Shop	\$36.14
5249844 020120	2/5/2020	001 013 518 20 31 00	GG-Operating Costs	Bottled Water - City Hall/City Shop	\$36.14
5249844 020120	2/5/2020	101 016 544 90 31 02	ST-Operating Cost	Bottled Water - City Hall/City Shop	\$125.82
5249844 020120	2/5/2020	410 016 531 10 31 02	SW-Operating Costs	Bottled Water - City Hall/City Shop	\$125.82
					\$398.18

Vendor: Daily Journal of Commerce Inc

Check Number: 49621

Invoice No	Check Date	Account Number	Account Name	Description	Amount
3354805	2/5/2020	306 000 594 21 60 00	Police Dept Project Account	Advertisement for Bids Police Dept Evidence Room	\$924.00
					\$924.00

Vendor: Daughtry

Check Number: 49529

Invoice No	Check Date	Account Number	Account Name	Description	Amount
012720 DAUGHTRY	1/21/2020	001 001 511 60 43 00	Legislative - Travel & Mtgs	PerDiem - Meals City Action Days Olympia - K Daughtry	\$132.00
					\$132.00

Vendor: Davido Consulting Group Inc

Check Number: 49622

Invoice No	Check Date	Account Number	Account Name	Description	Amount
0027273	2/5/2020	410 016 594 31 60 01	SW - Capital Expenditure	Outlet Strategic Planning Engineering Services	\$10,678.20
					\$10,678.20

Vendor: Dept of Labor and Industries

Check Number: 0

Invoice No	Check Date	Account Number	Account Name	Description	Amount
Q4 2019	1/28/2020	001 000 281 00 00 00	Payroll Liability Taxes	Q4 2019 Workers Comp Insurance	\$34,834.27
Q4 2019	1/28/2020	001 008 521 20 24 00	LE-Workers Comp	Q4 2019 Workers Comp Insurance	\$7.17
Q4 2019	1/28/2020	001 010 576 80 24 00	PK-Workers Comp	Q4 2019 Workers Comp Insurance	\$105.49
Q4 2019	1/28/2020	001 013 518 30 24 00	GG-Workers Comp	Q4 2019 Workers Comp Insurance	(\$0.61)

Q4 2019	1/28/2020	101 016 542 30 24 00	ST-Workers Comp	Q4 2019 Workers Comp Insurance	\$105.49
Q4 2019	1/28/2020	410 016 531 10 24 00	SW-Workers Comp	Q4 2019 Workers Comp Insurance	\$105.49
					\$35,157.30

Vendor: Dept of Retirement (Deferred Comp)

Check Number: 0

Invoice No	Check Date	Account Number	Account Name	Description	Amount
012420	1/28/2020	001 000 282 00 00 00	Payroll Liability Retirement	Employee Portion-State Deferre	\$2,490.00
					\$2,490.00

Vendor: Dept of Retirement PERS LEOFF

Check Number: 0

Invoice No	Check Date	Account Number	Account Name	Description	Amount
012420	1/28/2020	001 000 282 00 00 00	Payroll Liability Retirement	PERS LEOFF Contributions	\$56,599.19
012420S	1/28/2020	001 000 282 00 00 00	Payroll Liability Retirement	PERS LEOFF Contributions State	\$163.47
					\$56,762.66

Vendor: Dept of Revenue EFT

Check Number: 0

Invoice No	Check Date	Account Number	Account Name	Description	Amount
DEC2019	1/28/2020	001 013 518 90 49 06	GG-Excise Tax	December 2019 Excise Tax	\$29.17
					\$29.17

Vendor: Dept of Revenue Leasehold EFT

Check Number: 0

Invoice No	Check Date	Account Number	Account Name	Description	Amount
Q4 2019	1/28/2020	001 013 518 90 49 06	GG-Excise Tax	Q4 2019 Leasehold Excise Tax	\$0.01
Q4 2019	1/28/2020	633 000 589 30 00 01	Leasehold Excise Tax Remit	Q4 2019 Leasehold Excise Tax	\$260.40

Vendor: Design West Engineering Inc

Check Number: 49623

Invoice No	Check Date	Account Number	Account Name	Description	Amount
17531	2/5/2020	305 010 594 76 60 00	North Cove Park Cap-Local	Pavilion Design Services	\$1,750.00
					\$1,750.00

Vendor: Dickinson

Check Number: 49530

Invoice No	Check Date	Account Number	Account Name	Description	Amount
012720DICKINSON	1/21/2020	001 001 511 60 43 00	Legislative - Travel & Mtgs	PerDiem - Meals City Action Days Olympia - M Dickinson	\$132.00
					\$132.00

Vendor: Dicks Towing Inc

Check Number: 49624

Invoice No	Check Date	Account Number	Account Name	Description	Amount
1066	2/5/2020	001 008 521 20 41 00	LE-Professional Services	Evidence Towing 2020-00697	\$126.27
187911	2/5/2020	001 008 521 20 41 00	LE-Professional Services	Evidence Towing 2020-01012	\$126.27
194382	2/5/2020	001 008 521 20 41 00	LE-Professional Services	Towing Service 2011 International 3000 3200	\$356.85
703297	2/5/2020	001 008 521 20 41 00	LE-Professional Services	Evidence Towing 2020-00042	\$126.27
704276	2/5/2020	001 008 521 20 41 00	LE-Professional Services	Evidence Towing 2020-00624	\$126.27
SNO2541	2/5/2020	001 008 521 20 41 00	LE-Professional Services	Evidence Towing 2020-00216	\$126.27
					\$988.20

Vendor: DR Smith Company Inc

Check Number: 49625

Invoice No	Check Date	Account Number	Account Name	Description	Amount
48958	2/5/2020	410 016 531 10 31 02	SW-Operating Costs	Air Compressor Service	\$347.72
					\$347.72

Vendor: Dreher

Check Number: 49553

Invoice No	Check Date	Account Number	Account Name	Description	Amount
021020 DREHER	1/22/2020	001 008 521 20 43 00	LE-Travel & Per Diem	PerDiem - Meals 2020 LF Empower/Long Beach - J Dreher	\$238.00
					\$238.00

Vendor: E&E Lumber Inc

Check Number: 49626

Invoice No	Check Date	Account Number	Account Name	Description	Amount
160766	2/5/2020	101 016 544 90 31 02	ST-Operating Cost	Lumber/Plywood - Shop	\$574.33
160766	2/5/2020	410 016 531 10 31 02	SW-Operating Costs	Lumber/Plywood - Shop	\$574.34
160837	2/5/2020	101 016 544 90 31 02	ST-Operating Cost	2X4X8 Douglas Fir - Shop	\$641.72
160837	2/5/2020	410 016 531 10 31 02	SW-Operating Costs	2X4X8 Douglas Fir - Shop	\$641.72
					\$2,432.11

Vendor: Economic Alliance Snohomish County

Check Number: 49627

Invoice No	Check Date	Account Number	Account Name	Description	Amount
2020-127	2/5/2020	001 013 518 90 49 02	GG-Economic Alliance	2020 EASC Annual Investment	\$3,000.00
					\$3,000.00

Vendor: EFTPS

Check Number: 0

Invoice No	Check Date	Account Number	Account Name	Description	Amount
012420	1/28/2020	001 000 281 00 00 00	Payroll Liability Taxes	Federal Payroll Taxes	\$81,166.14
					\$81,166.14

Vendor: Electronic Business Machines

Check Number: 49554

Invoice No	Check Date	Account Number	Account Name	Description	Amount
AR156229	1/22/2020	001 007 558 50 48 00	PL-Repairs & Maint.	Copier Repair & Maintenance PL	\$72.66
AR156229	1/22/2020	001 007 559 30 48 00	PB-Repair & Maintenance	Copier Repair & Maintenance PB	\$72.66
AR156229	1/22/2020	101 016 542 30 48 00	ST-Repair & Maintenance	Copier Repair & Maintenance PW	\$72.66
AR156229	1/22/2020	410 016 531 10 48 00	SW-Repairs & Maintenance	Copier Repair & Maintenance PW	\$72.66
					\$290.64

Vendor: Electronic Business Machines

Check Number: 49628

Invoice No	Check Date	Account Number	Account Name	Description	Amount
AR156748	2/5/2020	001 008 521 20 48 00	LE-Repair & Maintenance Equip	Copier Repair & Maintenance PD	\$101.61
					\$101.61

Vendor: Employment Security Department

Check Number: 49555

Invoice No	Check Date	Account Number	Account Name	Description	Amount
04 2019	1/22/2020	501 000 517 60 49 00	Payment to Claimants	O4 2019 Payments to Claimants	\$9,968.00
					\$9,968.00

Vendor: Employment Security Department

Check Number: 49598

Invoice No	Check Date	Account Number	Account Name	Description	Amount
Q4 2019	1/28/2020	001 000 284 00 00 00	Payroll Liability Other	Q4 2019 Paid Family Medical Leave	\$6,455.44
					\$6,455.44

Vendor: Everett Stamp Works

Check Number: 49556

Invoice No	Check Date	Account Number	Account Name	Description	Amount
28601	1/22/2020	001 007 559 30 31 00	PB-Office Supplies	Name Plate - R Mumma	\$22.78
					\$22.78

Vendor: Ewing

Check Number: 49531

Invoice No	Check Date	Account Number	Account Name	Description	Amount
012720 EWING	1/21/2020	001 001 511 60 43 00	Legislative - Travel & Mtgs	PerDiem - Meals City Action Days Olympia - S Ewing	\$86.00
					\$86.00

Vendor: Ewing

Check Number: 49629

Invoice No	Check Date	Account Number	Account Name	Description	Amount
012720 EWING	2/5/2020	001 001 511 60 43 00	Legislative - Travel & Mtgs	PerDiem - Mileage City Action Days Olympia - S Ewing	\$111.48
					\$111.48

Vendor: FBI - LEEDA

Check Number: 49630

Invoice No	Check Date	Account Number	Account Name	Description	Amount
200039405	2/5/2020	001 008 521 40 49 01	LE-Registration Fees	Registration - SLI/Marysville - A Fox	\$695.00
					\$695.00

Vendor: Feldman and Lee

Check Number: 49631

Invoice No	Check Date	Account Number	Account Name	Description	Amount
010120 FELDMAN	2/5/2020	001 011 515 91 41 00	LG-General Public Defender	Public Defender Services Jan 2020	\$10,000.00
					\$10,000.00

Vendor: Frederick

Check Number: 49532

Invoice No	Check Date	Account Number	Account Name	Description	Amount
012720FREDERICK	1/21/2020	001 001 511 60 43 00	Legislative - Travel & Mtgs	PerDiem - Meals City Action Days Olympia - S Frederick	\$132.00
					\$132.00

Vendor: Frontier

Check Number: 49557

Invoice No	Check Date	Account Number	Account Name	Description	Amount
0120 FRONTIER	1/22/2020	001 012 575 30 42 00	CS - Museum - Communications	Telephone Services Museum	\$215.36
0120 FRONTIER	1/22/2020	001 013 518 20 42 00	GG-Communication	Fax Services City Hall	\$31.04
0120 FRONTIER	1/22/2020	101 016 542 64 47 00	ST-Traffic Control -Utility	Traffic Control Modem	\$64.14
0120 FRONTIER	1/22/2020	101 016 543 30 42 00	ST-Communications	Fax Services City Hall	\$31.04
0120 FRONTIER	1/22/2020	410 016 531 10 42 00	SW-Communications	Fax Services City Hall	\$31.04
					\$372.62

Vendor: Gaines

Check Number: 49632

Invoice No	Check Date	Account Number	Account Name	Description	Amount
012920 GAINES	2/5/2020	003 007 558 50 49 00	Miscellaneous	BLD2018-0677 Refund Reduced Sq Footage 2018/2019	\$1,318.35
012920 GAINES	2/5/2020	510 006 518 80 49 39	Miscellaneous	BLD2018-0677 Refund Reduced Sq Footage 2018/2019	\$23.97
					\$1,342.32

Vendor: Glens Welding & Machine Inc

Check Number: 49633

Invoice No	Check Date	Account Number	Account Name	Description	Amount
S13269	2/5/2020	410 016 531 10 31 02	SW-Operating Costs	Chain Sharpen	\$214.68
S13273	2/5/2020	410 016 531 10 31 02	SW-Operating Costs	Chain Sharpen/Grind	\$57.77
					\$272.45

Vendor: Gordon Truck Centers Inc

Check Number: 49558

Invoice No	Check Date	Account Number	Account Name	Description	Amount
PC302085390-01	1/22/2020	410 016 531 10 31 02	SW-Operating Costs	Door Latch PW19	\$214.56
PC302085455-01	1/22/2020	410 016 531 10 31 02	SW-Operating Costs	Radiator Fittings/Transmission Fluid PW65	\$335.00
					\$549.56

Vendor: Gordon Truck Centers Inc

Check Number: 49634

Invoice No	Check Date	Account Number	Account Name	Description	Amount
PC302085785-01	2/5/2020	410 016 531 10 31 02	SW-Operating Costs	Air Guage/Instrument Carrier/Water Probe PW19	\$798.11
PC302085785-02	2/5/2020	410 016 531 10 31 02	SW-Operating Costs	Water Probe PW19	\$46.44
PC302085861-01	2/5/2020	101 016 544 90 31 02	ST-Operating Cost	Ring Retainer/Gasket Guage/Lens Guage PW19	\$136.65
PC302085861-01	2/5/2020	410 016 531 10 31 02	SW-Operating Costs	Ring Retainer/Gasket Guage/Lens Guage PW19	\$136.65
PC302085861-02	2/5/2020	101 016 544 90 31 02	ST-Operating Cost	Ring Retainer/Gasket Guage/Lens Guage	\$146.39
PC302085861-02	2/5/2020	410 016 531 10 31 02	SW-Operating Costs	Ring Retainer/Gasket Guage/Lens Guage	\$146.38
PC302086278-01	2/5/2020	410 016 531 10 31 02	SW-Operating Costs	Electric Tach PW19	\$323.49
					\$1,734.11

Vendor: Grainger

Check Number: 49635

Invoice No	Check Date	Account Number	Account Name	Description	Amount
9412239023	2/5/2020	410 016 531 10 31 02	SW-Operating Costs	Marker Guide Stud Mount	\$92.78
9413129421	2/5/2020	101 016 542 30 48 00	ST-Repair & Maintenance	Snow Plow Repair Parts	\$89.60
9413197931	2/5/2020	101 016 544 90 31 02	ST-Operating Cost	Grease Gun Kit/Battery	\$141.16
9413197931	2/5/2020	410 016 531 10 31 02	SW-Operating Costs	Grease Gun Kit/Battery	\$141.16
					\$464.70

Vendor: Grange Supply Inc

Check Number: 49636

Invoice No	Check Date	Account Number	Account Name	Description	Amount
619476/4	2/5/2020	410 016 531 10 31 02	SW-Operating Costs	Propane	\$20.52
					\$20.52

Vendor: Green Dot Concrete LLC

Check Number: 49637

Invoice No	Check Date	Account Number	Account Name	Description	Amount
3724	2/5/2020	309 016 595 61 63 01	Sidewalk Construction	Concrete	\$294.30
					\$294.30

Vendor: Griffen

Check Number: 49559

Invoice No	Check Date	Account Number	Account Name	Description	Amount
8Z0805328	1/22/2020	001 011 515 91 41 00	LG-General Public Defender	Public Defender Services	\$300.00
9Z0514217	1/22/2020	001 011 515 91 41 00	LG-General Public Defender	Public Defender Services	\$300.00

\$600.00

Vendor: HB Jaeger Co LLC

Check Number: 49560

Invoice No	Check Date	Account Number	Account Name	Description	Amount
U2013000539	1/22/2020	001 013 518 20 31 00	GG-Operating Costs	PVC Conduit/Coupling	\$436.49

\$436.49

Vendor: Hollingsworth

Check Number: 49561

Invoice No	Check Date	Account Number	Account Name	Description	Amount
011520 HOLLINGS	1/22/2020	003 007 558 50 49 00	Miscellaneous	LUA2019-0203 Withdrawn Appeal	\$200.00

\$200.00

Vendor: Hollingsworth

Check Number: 49638

Invoice No	Check Date	Account Number	Account Name	Description	Amount
020320 HOLLINGS	2/5/2020	003 007 558 50 49 00	Miscellaneous	LUA2019-0203 Withdrawn Appeal	\$150.00

\$150.00

Vendor: Home Depot

Check Number: 49639

Invoice No	Check Date	Account Number	Account Name	Description	Amount
8093581	2/5/2020	001 010 576 80 31 00	PK-Operating Costs	50-Watt High Pressure Sodium Light Bulb	\$49.07
9014174	2/5/2020	001 010 576 80 31 00	PK-Operating Costs	Towels/Duct Tape/Armor All/Paper Towels/Tide Pods	\$50.87
9014174	2/5/2020	101 016 544 90 31 02	ST-Operating Cost	Towels/Duct Tape/Armor All/Paper Towels/Tide Pods	\$50.86
9014174	2/5/2020	410 016 531 10 31 02	SW-Operating Costs	Towels/Duct Tape/Armor All/Paper Towels/Tide Pods	\$50.86

\$201.66

Vendor: Honey Bucket

Check Number: 49640

Invoice No	Check Date	Account Number	Account Name	Description	Amount
0551398295	2/5/2020	001 010 576 80 45 00	PK-Equipment Rental	Honey Bucket Rental - Community Garden	\$117.50

\$117.50

Vendor: Horizon Distributors Inc

Check Number: 49641

Invoice No	Check Date	Account Number	Account Name	Description	Amount
2M091207	2/5/2020	001 010 576 80 31 00	PK-Operating Costs	Herbicide	\$457.51

\$457.51

Vendor: HSA Bank

Check Number: 49599

Invoice No	Check Date	Account Number	Account Name	Description	Amount
012420	1/28/2020	001 000 284 00 00 00	Payroll Liability Other	Health Savings Account Employee Contributions	\$456.24

\$456.24

Vendor: Hunter

Check Number: 49562

Invoice No	Check Date	Account Number	Account Name	Description	Amount
2363	1/22/2020	001 007 558 50 41 04	Permit Related Professional Sr	Hearing Examiner Services LUA2019-0084/0126/0163	\$6,000.00
					\$6,000.00

Vendor: Industrial Bolt & Supply Inc

Check Number: 49642

Invoice No	Check Date	Account Number	Account Name	Description	Amount
720824-1	2/5/2020	101 016 544 90 31 02	ST-Operating Cost	Grinding Wheel/Cable Slugs/Tubes	\$415.27
720824-1	2/5/2020	410 016 531 10 31 02	SW-Operating Costs	Grinding Wheel/Cable Slugs/Tubes	\$415.27
					\$830.54

Vendor: Industrial Communications

Check Number: 49643

Invoice No	Check Date	Account Number	Account Name	Description	Amount
181678	2/5/2020	001 008 521 20 31 06	LE-Emergency Mgmt Supplies	FCC License Fee	\$660.00
					\$660.00

Vendor: Iron Mountain Quarry LLC

Check Number: 49644

Invoice No	Check Date	Account Number	Account Name	Description	Amount
0297585	2/5/2020	305 010 594 76 60 00	North Cove Park Cap-Local	Rock - Grimm House Power Backfill	\$734.87
0297630	2/5/2020	305 010 594 76 60 00	North Cove Park Cap-Local	Rock - North Cove	\$684.73
					\$1,419.60

Vendor: Irwin

Check Number: 49563

Invoice No	Check Date	Account Number	Account Name	Description	Amount
020920 IRWIN	1/22/2020	001 008 521 20 43 00	LE-Travel & Per Diem	PerDiem - Meals Child Interview/Burien - D Irwin	\$380.00
					\$380.00

Vendor: J Thayer Company Inc

Check Number: 49564

Invoice No	Check Date	Account Number	Account Name	Description	Amount
1422434-0	1/22/2020	001 003 514 20 31 00	CC-Office Supply	Scanned Stamp/Timer	\$36.58
1422434-0	1/22/2020	001 004 514 23 31 00	FI-Office Supplies	Fasteners/Post It Notes	\$23.14
1422434-0	1/22/2020	001 007 558 50 31 00	PL-Office Supplies	Folders/Pens/Stapler	\$154.54
1422434-0	1/22/2020	001 013 518 20 31 00	GG-Operating Costs	Paper Pads/Folders/Paper Towels/Batteries	\$88.89
1422434-0	1/22/2020	101 016 544 90 31 01	ST-Office Supplies	USB Drives	\$28.71
1422434-0	1/22/2020	410 016 531 10 31 01	SW-Office Supplies	USB Drives	\$28.71
1424751-0	1/22/2020	001 004 514 23 31 00	FI-Office Supplies	Calculator	\$85.70
1424751-0	1/22/2020	001 007 558 50 31 00	PL-Office Supplies	Scissors/Message Book/Dry Erase Markers	\$40.40
1424751-0	1/22/2020	001 013 518 20 31 00	GG-Operating Costs	Pens	\$49.76
					\$536.43

Vendor: J Thayer Company Inc

Check Number: 49645

Invoice No	Check Date	Account Number	Account Name	Description	Amount
1426507-0	2/5/2020	001 004 514 23 31 00	FI-Office Supplies	Mousepad	\$7.43
1426507-0	2/5/2020	001 006 518 80 31 00	IT-Office Supplies	Scissors	\$4.45
1426507-0	2/5/2020	001 007 558 50 31 00	PL-Office Supplies	Calendar	\$11.94
1426507-0	2/5/2020	001 007 559 30 31 00	PB-Office Supplies	Folders	\$128.36

1426507-0	2/5/2020	001 013 518 20 31 00	GG-Operating Costs	Paper	\$126.33
1428278-0	2/5/2020	001 007 559 30 31 00	PB-Office Supplies	Paper/Binder Clips	\$23.30
1428278-0	2/5/2020	001 013 518 20 31 00	GG-Operating Costs	Staples/Airwick/Tape/Binder Clips	\$84.60
1428278-1	2/5/2020	001 013 518 20 31 00	GG-Operating Costs	Air Freshener	\$14.15
					\$400.56

Vendor: Jewell

Check Number: 49565

Invoice No	Check Date	Account Number	Account Name	Description	Amount
021020 JEWELL	1/22/2020	001 008 521 20 43 00	LE-Travel & Per Diem	PerDiem - Meal Taser Inst Recert/Bellingham - D Jewell	\$16.00
					\$16.00

Vendor: Jorstad

Check Number: 49533

Invoice No	Check Date	Account Number	Account Name	Description	Amount
012720 JORSTAD	1/21/2020	001 001 511 60 43 00	Legislative - Travel & Mtgs	PerDiem - Meals City Action Days Olympia - A Jorstad	\$132.00
					\$132.00

Vendor: Jorstad

Check Number: 49646

Invoice No	Check Date	Account Number	Account Name	Description	Amount
012720 JORSTAD2	2/5/2020	001 001 511 60 43 00	Legislative - Travel & Mtgs	PerDiem - Mileage City Action Days Olympia - A Jorstad	\$109.04
012720 JORSTAD3	2/5/2020	001 001 511 60 43 00	Legislative - Travel & Mtgs	PerDiem - Hotel City Action Days Olympia - A Jorstad	\$293.38

Vendor: Kaintz

Check Number: 49647

Invoice No	Check Date	Account Number	Account Name	Description	Amount
012120 KAINTZ	2/5/2020	003 007 558 50 49 00	Miscellaneous	LUA2017-0061 Refund Application Withdrawn	\$1,000.00
					\$1,000.00

Vendor: Karras Consulting Inc

Check Number: 49648

Invoice No	Check Date	Account Number	Account Name	Description	Amount
19233	2/5/2020	001 005 518 10 41 00	HR-Professional Services	Recruitment Assistance for HR Director	\$5,250.00
					\$5,250.00

Vendor: Kilroy

Check Number: 49566

Invoice No	Check Date	Account Number	Account Name	Description	Amount
011720 KILROY	1/22/2020	001 008 521 20 43 00	LE-Travel & Per Diem	PerDiem - Mileage WSCJTC Training - J Kilroy	\$70.76
					\$70.76

Vendor: Kim PS Inc

Check Number: 49649

Invoice No	Check Date	Account Number	Account Name	Description	Amount
8Z0465223	2/5/2020	001 011 515 91 41 00	LG-General Public Defender	Public Defender Services	\$120.00
					\$120.00

Vendor: KR-N9 LLC

Check Number: 49567

Invoice No	Check Date	Account Number	Account Name	Description	Amount
011020 KR-N9	1/22/2020	001 007 558 50 31 02	PL-Permit Related Op. Costs	LUA2017-0061 Application Withdrawn	\$1,000.00
					\$1,000.00

Vendor: Lake Industries LLC

Check Number: 49650

Invoice No	Check Date	Account Number	Account Name	Description	Amount
282872	2/5/2020	101 016 542 66 31 00	ST-Snow & Ice - Sply	Washed Screened Sand	\$737.12
282887	2/5/2020	101 016 542 66 31 00	ST-Snow & Ice - Sply	Washed Screened Sand	\$1,190.64

Vendor: Lake Stevens Chamber of Commerce

Check Number: 49651

Invoice No	Check Date	Account Number	Account Name	Description	Amount
020120 CHAMBER	2/5/2020	001 013 518 90 49 01	GG-Chamber of Commerce	Contributions for VIC Feb 2020	\$1,500.00

Vendor: Lake Stevens Police Guild

Check Number: 49600

Invoice No	Check Date	Account Number	Account Name	Description	Amount
012420	1/28/2020	001 000 284 00 00 00	Payroll Liability Other	Employee Paid Union Dues	\$1,121.00

Vendor: Lake Stevens School District

Check Number: 49652

Invoice No	Check Date	Account Number	Account Name	Description	Amount
3201920041	2/5/2020	001 001 511 60 45 01	Legislative - Rentals	Council Chambers Rental Dec 2019	\$222.50
3201920041	2/5/2020	001 007 558 50 49 00	PL-Miscellaneous	Planning Commission Room Rental Dec 2019	\$37.50

Vendor: Lake Stevens Sewer District

Check Number: 49568

Invoice No	Check Date	Account Number	Account Name	Description	Amount
010120 LSSD	1/22/2020	001 008 521 50 47 00	LE-Facility Utilities	Sewer - N Lakeshore Dr Acct 6666-01	\$95.17
010120 LSSD	1/22/2020	001 008 521 50 47 00	LE-Facility Utilities	Sewer - New Police Station Acct 6296-03	\$172.00
010120 LSSD	1/22/2020	001 008 521 50 47 00	LE-Facility Utilities	Sewer - New Police Training Rm Acct 8710-03	\$86.00
010120 LSSD	1/22/2020	001 008 521 50 47 00	LE-Facility Utilities	Sewer - Police Station Acct 9902-01	\$95.17
010120 LSSD	1/22/2020	001 010 576 80 47 00	PK-Utilities	Sewer - Boat Launch Restrooms Acct 12326-01	\$96.17
010120 LSSD	1/22/2020	001 010 576 80 47 00	PK-Utilities	Sewer - Lundeen Park Acct 2538-02	\$190.35
010120 LSSD	1/22/2020	001 012 572 20 47 00	CS - Library-Utilities	Sewer - Library Acct 6664-01	\$95.17
010120 LSSD	1/22/2020	001 013 518 20 47 00	GG-Utilities	Sewer - City Hall Acct 6671-01	\$95.17
010120 LSSD	1/22/2020	001 013 518 20 47 00	GG-Utilities	Sewer - Vacant Houses 20th St SE Acct 3134-03	\$95.17
010120 LSSD	1/22/2020	001 013 518 20 47 02	GG-Utilities for Rentals	Sewer - Butler Property Acct 6670-02	\$95.17
010120 LSSD	1/22/2020	001 013 518 20 47 02	GG-Utilities for Rentals	Sewer - New Leased Comm Building Acct 6390-03	\$86.00

\$1,201.54

Vendor: Land Development Consultants Inc

Check Number: 49653

Invoice No	Check Date	Account Number	Account Name	Description	Amount
20222	2/5/2020	305 010 594 76 60 00	North Cove Park Cap-Local	North Cove Park Plaza Design	\$2,676.70
20255	2/5/2020	001 007 558 50 41 04	Permit Related Professional Sr	Permitting Review Services	\$1,026.25
20265	2/5/2020	301 016 595 61 64 02	18004 - S. Lake Stevens Rd	S Lake Stevens Rd Multi Use Path	\$256.25

\$3,959.20

Vendor: LN Curtis & Sons
Check Number: 49654

Invoice No	Check Date	Account Number	Account Name	Description	Amount
INV353263	2/5/2020	001 008 521 20 31 02	LE-Minor Equipment	Breakaway Safety Vests - Traffic Enforcement	\$349.92
INV354012	2/5/2020	001 008 521 20 31 01	LE-Fixed Minor Equipment	Patch Alterations - J Ubert	\$23.25

\$373.17

Vendor: Lynden Incorporated
Check Number: 49655

Invoice No	Check Date	Account Number	Account Name	Description	Amount
SLT-322231	2/5/2020	101 016 542 66 31 00	ST-Snow & Ice - Sply	Road Salt	\$4,698.79
SLT-322290	2/5/2020	101 016 542 66 31 00	ST-Snow & Ice - Sply	Road Salt	\$4,051.32

\$8,750.11

Vendor: Mangold
Check Number: 49656

Invoice No	Check Date	Account Number	Account Name	Description	Amount
022720 MANGOLD	2/5/2020	101 016 543 30 43 00	ST-Travel & Meetings	PerDiem - Meal/Mileage/Hotel Drone Training/ID - Mangold	\$577.40

\$577.40

Vendor: Marshall
Check Number: 49569

Invoice No	Check Date	Account Number	Account Name	Description	Amount
020920 MARSHALL	1/22/2020	001 008 521 20 43 00	LE-Travel & Per Diem	PerDiem - Meals Crime Scene/Seatac - J Marshall	\$171.00

\$171.00

Vendor: McLoughlin & Eardley Group Inc
Check Number: 49570

Invoice No	Check Date	Account Number	Account Name	Description	Amount
0245433-IN	1/22/2020	520 008 594 21 63 00	Capital Equipment	Carbide Siren/Lightbar Strap Kit/Strobe/Harness	\$4,380.82

\$4,380.82

Vendor: Meis
Check Number: 49657

Invoice No	Check Date	Account Number	Account Name	Description	Amount
123019 MEIS	2/5/2020	001 007 571 00 30 00	PL-Park & Recreation	Reimburse Snow Machines Parks Recreation - J Meis	\$271.54

\$271.54

Vendor: Method Barricade & Construction Supply LLC
Check Number: 49571

Invoice No	Check Date	Account Number	Account Name	Description	Amount
12582	1/22/2020	101 016 542 64 31 00	ST-Traffic Control - Supply	Speed Limit Signs	\$230.41

\$230.41

Vendor: Method Barricade & Construction Supply LLC
Check Number: 49658

Invoice No	Check Date	Account Number	Account Name	Description	Amount
12619	2/5/2020	101 016 542 64 31 00	ST-Traffic Control - Supply	Street Signs	\$759.64

\$759.64

Vendor: MJ Neal Associates Architects PLLC

Check Number: 49659

Invoice No	Check Date	Account Number	Account Name	Description	Amount
122519 MJ NEAL	2/5/2020	001 010 594 76 64 00	PK-Capital Outlay	PW Shop Redesign Engineering Services	\$2,660.00
122519 MJ NEAL	2/5/2020	101 016 594 42 64 00	ST-Capital Expenditures	PW Shop Redesign Engineering Services	\$5,320.00
122519 MJ NEAL	2/5/2020	410 016 594 31 60 01	SW - Capital Expenditure	PW Shop Redesign Engineering Services	\$5,320.00
					\$13,300.00

Vendor: MPH Industries Inc

Check Number: 49660

Invoice No	Check Date	Account Number	Account Name	Description	Amount
6010170	2/5/2020	520 008 594 21 63 00	Capital Equipment	Python 3 Radar with Antennas Kit	\$1,285.12
					\$1,285.12

Vendor: Nationwide Retirement Solution

Check Number: 0

Invoice No	Check Date	Account Number	Account Name	Description	Amount
012420	1/28/2020	001 000 282 00 00 00	Payroll Liability Retirement	Employee Portion-Nationwide	\$4,220.00
					\$4,220.00

Vendor: NC Machinery Co

Check Number: 49661

Invoice No	Check Date	Account Number	Account Name	Description	Amount
X1028001	2/5/2020	001 010 576 80 45 00	PK-Equipment Rental	Manlift Rental	\$1,818.94
					\$1,818.94

Vendor: NextRequest Co

Check Number: 49662

Invoice No	Check Date	Account Number	Account Name	Description	Amount
1428	2/5/2020	001 003 514 20 41 00	CC-Professional Services	Public Records Request Program and Annual License	\$6,954.20
					\$6,954.20

Vendor: Norstar Industries Inc

Check Number: 49663

Invoice No	Check Date	Account Number	Account Name	Description	Amount
57764	2/5/2020	101 016 542 66 31 00	ST-Snow & Ice - Sply	Rubber Edges/Blades for Plow	\$3,474.70
					\$3,474.70

Vendor: North Sound Hose Fittings Inc

Check Number: 49572

Invoice No	Check Date	Account Number	Account Name	Description	Amount
N018584	1/22/2020	410 016 531 10 31 02	SW-Operating Costs	Flashlight/Couplers PW19	\$263.56
N018609	1/22/2020	410 016 531 10 31 02	SW-Operating Costs	Hoses Ultra Cleaned and Capped PW19	\$251.52

Vendor: Northend Truck Equipment Inc

Check Number: 49664

Invoice No	Check Date	Account Number	Account Name	Description	Amount
1038224	2/5/2020	101 016 542 66 31 00	ST-Snow & Ice - Sply	Headlight Upgrade Kit PW42	\$899.06
					\$899.06

Vendor: O Reilly Auto Parts

Check Number: 49665

Invoice No	Check Date	Account Number	Account Name	Description	Amount
2960-156627	2/5/2020	410 000 369 91 00 00	Miscellaneous Revenues - Storm	Refund 2019 Return Pipe/Muffler/Muffler Clamp	(\$180.24)
2960-160306	2/5/2020	410 016 594 31 60 01	SW - Capital Expenditure	Lift and Rolling Jack for PW Shop	\$9,820.90
2960-161484	2/5/2020	410 016 531 10 31 02	SW-Operating Costs	Canister/Vapor PW62	\$278.84
2960-161493	2/5/2020	410 016 531 10 31 02	SW-Operating Costs	Oil Filter/Motor Oil PW62	\$117.65
2960-162684	2/5/2020	101 016 544 90 31 02	ST-Operating Cost	Wiper Fluid/De-Icer	\$54.08
2960-162684	2/5/2020	410 016 531 10 31 02	SW-Operating Costs	Wiper Fluid/De-Icer	\$54.09
2960-163670	2/5/2020	410 016 531 10 31 02	SW-Operating Costs	Sealed Beam PW12	\$12.06
2960-164135	2/5/2020	101 016 544 90 31 02	ST-Operating Cost	Solenoid PW42	\$20.43
2960-164137	2/5/2020	410 016 531 10 31 02	SW-Operating Costs	Power Belt PW47	\$26.65
2960-164138	2/5/2020	410 016 531 10 31 02	SW-Operating Costs	Air Filter PW4	\$13.51
2960-164218	2/5/2020	101 016 544 90 31 02	ST-Operating Cost	Starter Solenoid PW42	\$25.41
2960-164241	2/5/2020	101 016 544 90 31 02	ST-Operating Cost	Battery Cable PW42	\$9.25
2960-164258	2/5/2020	101 016 544 90 31 02	ST-Operating Cost	Credit Solenoid PW42	(\$20.43)
2960-164317	2/5/2020	410 016 531 10 31 02	SW-Operating Costs	Blower Motor PW40	\$69.74
					\$10,301.94

Vendor: Office of The State Treasurer

Check Number: 49666

Invoice No	Check Date	Account Number	Account Name	Description	Amount
110119 STATE	2/5/2020	633 000 589 30 00 03	State Building Permit Remit	State Court Fees Nov 2019	\$629.50
110119 STATE	2/5/2020	633 000 589 30 00 04	State Court Remittance	State Court Fees Nov 2019	\$16,442.31
120119 STATE	2/5/2020	633 000 589 30 00 03	State Building Permit Remit	State Court Fees Dec 2019	\$645.50
120119 STATE	2/5/2020	633 000 589 30 00 04	State Court Remittance	State Court Fees Dec 2019	\$18,633.43
					\$36,350.74

Vendor: Ogden Murphy Wallace PLLC

Check Number: 49667

Invoice No	Check Date	Account Number	Account Name	Description	Amount
833636	2/5/2020	001 011 515 41 41 00	Ext Consultation - City Atty	Legal Services Dec 2019	\$22,691.45
833636	2/5/2020	001 011 515 41 41 01	Ext Consult - PRA	Legal Services Public Records Dec 2019	\$1,932.00
833636	2/5/2020	401 070 535 10 41 00	SE-Professional Service	Legal Services Sewer Dec 2019	\$2,007.50
					\$26,630.95

Vendor: Outcomes by Levy LLC

Check Number: 49668

Invoice No	Check Date	Account Number	Account Name	Description	Amount
2020-01-LS	2/5/2020	001 013 511 70 40 00	Lobbying Services	Legislative/Regulatory Consulting Jan 2020	\$5,529.27
					\$5,529.27

Vendor: Pacific Rim Environmental Inc

Check Number: 49669

Invoice No	Check Date	Account Number	Account Name	Description	Amount
45519	2/5/2020	306 000 594 21 60 00	Police Dept Project Account	Asbestos Sampling/Testing 10532 18th St SE	\$3,290.00
					\$3,290.00

Vendor: Petershagen

Check Number: 49534

Invoice No	Check Date	Account Number	Account Name	Description	Amount
012720 PETERSHA	1/21/2020	001 001 511 60 43 00	Legislative - Travel & Mtgs	PerDiem - Meals City Action Days Olympia - G Petershagen	\$132.00
					\$132.00

Vendor: Pilchuck Equipment Rental and Sales

Check Number: 49670

Invoice No	Check Date	Account Number	Account Name	Description	Amount
90034B	2/5/2020	001 010 576 80 45 00	PK-Equipment Rental	Scissor Lift Rental	\$491.85
92437	2/5/2020	101 016 544 90 31 02	ST-Operating Cost	Roller Drum Rental	\$247.89
F1123	2/5/2020	001 010 576 80 45 00	PK-Equipment Rental	Scissor Lift Rental FC	\$7.38
					\$747.12

Vendor: Police Records and Information Management Group

Check Number: 49671

Invoice No	Check Date	Account Number	Account Name	Description	Amount
7755	2/5/2020	001 008 521 40 49 01	LE-Registration Fees	Registration - Seminar NIBRS Reporting Marysville - A Fox	\$195.00
					\$195.00

Vendor: Praetorian Group Inc

Check Number: 49573

Invoice No	Check Date	Account Number	Account Name	Description	Amount
010135-4776	1/22/2020	001 008 521 20 41 01	LE-Professional Serv-Fixed	PoliceOne Academy Annual Subscription 2020	\$2,840.00
					\$2,840.00

Vendor: Puget Sound Clean Air Agency

Check Number: 49574

Invoice No	Check Date	Account Number	Account Name	Description	Amount
Q1 2020 PSCAA	1/22/2020	001 013 553 70 41 00	GG - Air Pollution	Q1 2020 Clean Air Assessment	\$5,464.50
					\$5,464.50

Vendor: RB Electronics Inc

Check Number: 49575

Invoice No	Check Date	Account Number	Account Name	Description	Amount
5990	1/22/2020	001 008 521 20 41 01	LE-Professional Serv-Fixed	Q1 2020 Security Monitoring Bldg C/Training Center	\$425.10
6025	1/22/2020	001 013 518 20 47 02	GG-Utilities for Rentals	Q1 2020 Security Monitoring 1819 S Lake Stevens Rd	\$70.85
					\$495.95

Vendor: Rexel USA Inc

Check Number: 49576

Invoice No	Check Date	Account Number	Account Name	Description	Amount
0A17375	1/22/2020	001 013 518 20 48 00	GG-Repair & Maintenance	Breaker/Stranded Copper/PVC Conduit - Grimm House	\$179.84
0A31894	1/22/2020	101 016 544 90 31 02	ST-Operating Cost	PVC/Cords/Screwdrivers/Terminal Adapter	\$80.41
0A31894	1/22/2020	410 016 531 10 31 02	SW-Operating Costs	PVC/Cords/Screwdrivers/Terminal Adapter	\$80.41
0A40637	1/22/2020	001 013 518 20 48 00	GG-Repair & Maintenance	Hole Seals/Conduit/Pipe	\$42.60
X993965	1/22/2020	001 013 518 20 48 00	GG-Repair & Maintenance	Sweetbriar Aluminum/PVC Conduit - Grimm House	\$766.08
					\$1,149.34

Vendor: Rexel USA Inc

Check Number: 49672

Invoice No	Check Date	Account Number	Account Name	Description	Amount
OB33499	2/5/2020	001 013 518 20 31 00	GG-Operating Costs	PVC Conduit Grimm House	\$52.31
OB39529	2/5/2020	001 013 518 20 31 00	GG-Operating Costs	Stranded Copper/Conduit/Driller Kit Grimm House	\$510.04
OB49247	2/5/2020	001 010 576 80 31 00	PK-Operating Costs	PVC Conduit/Pipe Clamp	\$19.48
OB69298	2/5/2020	101 016 544 90 31 02	ST-Operating Cost	Cable Connectors/Conduit/Aluminum Armor - Shop	\$274.36
OB69298	2/5/2020	410 016 531 10 31 02	SW-Operating Costs	Cable Connectors/Conduit/Aluminum Armor - Shop	\$274.36
X866063	2/5/2020	001 013 518 20 48 00	GG-Repair & Maintenance	Stranded Copper/Connectors - Grimm House Power	\$377.26
					\$1,507.81

Vendor: RF Duncan and Associates Inc

Check Number: 49597

Invoice No	Check Date	Account Number	Account Name	Description	Amount
032719 DUNCAN	1/23/2020	301 016 544 40 41 00	Street Op - P&D - 20th St SE	Appraisal Services 20th Street SE Acquisition	\$800.00

Vendor: SAFEbuilt LLC

Check Number: 49577

Invoice No	Check Date	Account Number	Account Name	Description	Amount
0065041-IN	1/22/2020	001 007 558 50 41 04	Permit Related Professional Sr	Building Official Services Dec 2019	\$2,475.00

Vendor: SCCFOA

Check Number: 49535

Invoice No	Check Date	Account Number	Account Name	Description	Amount
010120 SCCFOA	1/21/2020	001 003 514 20 49 00	CC-Miscellaneous	2020 Membership Dues - K Pugh/A Crim	\$50.00
010120 SCCFOA	1/21/2020	001 004 514 23 49 00	FI-Miscellaneous	2020 Membership Dues - B Stevens/J Roundy	\$50.00

Vendor: SCCFOA

Check Number: 49578

Invoice No	Check Date	Account Number	Account Name	Description	Amount
012320 SCCFOA	1/22/2020	001 004 514 23 43 00	FI-Travel & Meetings	SCCFOA Monthly Meeting - B Stevens/A Crim	\$40.00

Vendor: Setina Manufacturing Co Inc

Check Number: 49579

Invoice No	Check Date	Account Number	Account Name	Description	Amount
196509	1/22/2020	001 008 521 20 48 00	LE-Repair & Maintenance Equip	Alum Bumper W/Pad	\$392.32

Vendor: Siskun Power Equipment

Check Number: 49673

Invoice No	Check Date	Account Number	Account Name	Description	Amount
421811	2/5/2020	101 016 544 90 31 02	ST-Operating Cost	Starter PW22	\$27.67

Vendor: Smernis Enterprises

Check Number: 49674

Invoice No	Check Date	Account Number	Account Name	Description	Amount
436446	2/5/2020	001 008 521 20 48 00	LE-Repair & Maintenance Equip	Battery Charged	\$68.32

Vendor: Snohomish County
Check Number: 49675

Invoice No	Check Date	Account Number	Account Name	Description	Amount
I000525084	2/5/2020	001 013 525 10 41 00	GG-Emergency	Q1 2020 Emergency Management Services	\$11,660.75
					\$11,660.75

Vendor: Snohomish County 911
Check Number: 49580

Invoice No	Check Date	Account Number	Account Name	Description	Amount
2163	1/22/2020	001 008 528 00 41 00	LE - SNO911	Dispatch Services	\$31,935.50
					\$31,935.50

Vendor: Snohomish County 911
Check Number: 49676

Invoice No	Check Date	Account Number	Account Name	Description	Amount
2206	2/5/2020	001 008 528 00 41 00	LE - SNO911	Dispatch Services	\$31,935.50
					\$31,935.50

Vendor: Snohomish County Conservation Dist
Check Number: 49677

Invoice No	Check Date	Account Number	Account Name	Description	Amount
4446	2/5/2020	410 016 531 50 31 16	DOE - Capacity Exp 17-19	Grant Reimbursement Oct-Dec 2019	\$4,312.83
					\$4,312.83

Vendor: Snohomish County Finance Department
Check Number: 49678

Invoice No	Check Date	Account Number	Account Name	Description	Amount
I000525213	2/5/2020	303 008 591 28 78 01	800 MHZ Capital Debt Principal	800 MPH 2020 Principal	\$20,321.38
I000525213	2/5/2020	303 008 592 28 83 01	800 MHZ Capital Debt Interest	800 MPH 2020 Interest	\$2,296.62
					\$22,618.00

Vendor: Snohomish County PUD
Check Number: 49604

Invoice No	Check Date	Account Number	Account Name	Description	Amount
010620 PUD	1/28/2020	001 013 518 20 48 00	GG-Repair & Maintenance	Service Inspection/Connection 1802 Main St Grimm House	\$329.00
					\$329.00

Vendor: Snohomish County PUD
Check Number: 49679

Invoice No	Check Date	Account Number	Account Name	Description	Amount
100411703	2/5/2020	001 013 518 20 47 02	GG-Utilities for Rentals	222450314 - 1819 S Lake Stevens Rd Commercial	\$131.05
100412279	2/5/2020	001 010 576 80 47 00	PK-Utilities	203599006 City Shop Electric/Water	\$223.15
100412279	2/5/2020	101 016 543 50 47 00	ST-Utilities	203599006 City Shop Electric/Water	\$223.15
100412279	2/5/2020	410 016 531 10 47 00	SW-Utilities	203599006 City Shop Electric/Water	\$223.21
105264264	2/5/2020	101 016 542 63 47 00	ST-Lighting - Utilities	200178218 Street Lights 8533 15th St NE	\$90.62
105264264	2/5/2020	101 016 542 63 47 00	ST-Lighting - Utilities	200178218 Traffic Signal 8718 17th St NE	\$207.82
111867758	2/5/2020	001 010 576 80 47 00	PK-Utilities	222191314 20th St Ballfield Water	\$53.18
111867759	2/5/2020	001 010 576 80 47 00	PK-Utilities	222205049 Nourse Park Electric	\$33.55
115175329	2/5/2020	001 010 576 80 47 00	PK-Utilities	221908015 City Shop Mechanic	\$65.06
115175329	2/5/2020	101 016 543 50 47 00	ST-Utilities	221908015 City Shop Mechanic	\$65.03
115175329	2/5/2020	410 016 531 10 47 00	SW-Utilities	221908015 City Shop Mechanic	\$65.04

121799982	2/5/2020	101 016 542 63 47 00	ST-Lighting - Utilities	200363505 Traffic Signal	\$101.09
128403876	2/5/2020	101 016 542 63 47 00	ST-Lighting - Utilities	205338056 SR92 Roundabout at 113th	\$83.72
141542990	2/5/2020	001 010 576 80 47 00	PK-Utilities	200493443 Catherine Creek Park Electric	\$18.32
148165679	2/5/2020	101 016 542 63 47 00	ST-Lighting - Utilities	202648705 Street Lights	\$59.41
148166197	2/5/2020	101 016 542 63 47 00	ST-Lighting - Utilities	205320781 SR92 Roundabout at 99th	\$62.74
157916044	2/5/2020	001 008 521 50 47 00	LE-Facility Utilities	203033030 Police Dept Electric	\$579.05
157916044	2/5/2020	001 008 521 50 47 00	LE-Facility Utilities	203033030 Police Dept Water	\$91.37
161099997	2/5/2020	101 016 542 63 47 00	ST-Lighting - Utilities	203728159 Traffic Signal	\$71.51
					\$2,448.07

Vendor: Snohomish County PW S

Check Number: 49680

Invoice No	Check Date	Account Number	Account Name	Description	Amount
1000524749	2/5/2020	101 016 542 40 41 01	ST-SWM Road Bond Debt	Road Bond Debt Southwest Annexation	\$6,589.08
					\$6,589.08

Vendor: Snohomish County Safe Kids

Check Number: 49681

Invoice No	Check Date	Account Number	Account Name	Description	Amount
110	2/5/2020	001 008 521 40 49 01	LE-Registration Fees	Registration - Car Seat Class - W Aukerman/M Cooper	\$210.00
					\$210.00

Vendor: Snohomish County Sheriffs Office

Check Number: 49682

Invoice No	Check Date	Account Number	Account Name	Description	Amount
2019-6148	2/5/2020	001 008 523 60 41 00	LE-Jail	Jail Services Dec 2019	\$26,554.21
2019-6166	2/5/2020	001 008 523 60 41 00	LE-Jail	Jail Services Medical Dec 2019	\$301.91
					\$26,856.12

Vendor: Snohomish County Treasurer

Check Number: 49683

Invoice No	Check Date	Account Number	Account Name	Description	Amount
110119 SNOCO	2/5/2020	633 000 589 30 00 06	Crime Victims Compensation	Crime Victims Compensation Nov 2019	\$243.19
120119 SNOCO	2/5/2020	633 000 589 30 00 06	Crime Victims Compensation	Crime Victims Compensation Dec 2019	\$256.85
					\$500.04

Vendor: Society for Human Resource Mgmt

Check Number: 49581

Invoice No	Check Date	Account Number	Account Name	Description	Amount
SO400928	1/22/2020	001 005 518 10 49 00	HR-Miscellaneous	2020 Membership SHRM - J Good	\$219.00
					\$219.00

Vendor: Sound Publishing Inc

Check Number: 49582

Invoice No	Check Date	Account Number	Account Name	Description	Amount
EDH886060	1/22/2020	001 007 558 50 41 03	PL-Advertising	LUA2019-0155 Callow Rd Drainage Improv	\$164.47
EDH886181	1/22/2020	001 013 518 30 41 01	GG-Advertising	CC Location Change of Workshops	\$68.30
EDH886387	1/22/2020	001 007 558 50 31 02	PL-Permit Related Op. Costs	LUA2019-0198 Gold Creek Church	\$73.97
					\$306.74

Vendor: Sound Publishing Inc

Check Number: 49684

Invoice No	Check Date	Account Number	Account Name	Description	Amount
EDH885787	2/5/2020	306 000 594 21 60 00	Police Dept Project Account	Advertise Bid for LS Police Dept Evidence Training Room	\$430.78
EDH887933	2/5/2020	001 013 518 30 41 01	GG-Advertising	Planning Commission Special Meeting	\$34.44
EDH888276	2/5/2020	001 013 518 30 41 01	GG-Advertising	CC Special Meeting City Action Days	\$32.34
EDH888277	2/5/2020	001 013 518 30 41 01	GG-Advertising	CC Cancel Meeting	\$21.48
EDH888408	2/5/2020	001 007 558 50 41 04	Permit Related Professional Sr	LUA2019-0185 Jan and Lorrie Larsen	\$72.16
EDH888596	2/5/2020	001 007 558 50 41 03	PL-Advertising	Park Board Public Hearing Wyatt Park	\$34.15
					\$625.35

Vendor: Stevens

Check Number: 49685

Invoice No	Check Date	Account Number	Account Name	Description	Amount
012820 BSTEVENS	2/5/2020	001 004 514 23 43 00	FI-Travel & Meetings	Reimburse Flights for Springbrook Conf/Portland - B Stevens	\$160.29
					\$160.29

Vendor: Summit Law Group PLLC

Check Number: 49583

Invoice No	Check Date	Account Number	Account Name	Description	Amount
110309	1/22/2020	001 005 518 10 41 00	HR-Professional Services	General Labor Matters Dec 2019	\$4,047.72
					\$4,047.72

Vendor: Tacoma Screw Products Inc

Check Number: 49686

Invoice No	Check Date	Account Number	Account Name	Description	Amount
18266309	2/5/2020	101 016 544 90 31 02	ST-Operating Cost	Screws/Caution Tape	\$47.03
18266309	2/5/2020	410 016 531 10 31 02	SW-Operating Costs	Screws/Caution Tape	\$47.04
					\$94.07

Vendor: Tageant

Check Number: 49536

Invoice No	Check Date	Account Number	Account Name	Description	Amount
012720 TAGEANT	1/21/2020	001 001 511 60 43 00	Legislative - Travel & Mtgs	PerDiem - Meals City Action Days Olympia - M Tageant	\$132.00
					\$132.00

Vendor: Technological Services Inc

Check Number: 49584

Invoice No	Check Date	Account Number	Account Name	Description	Amount
15219	1/22/2020	001 008 521 20 48 00	LE-Repair & Maintenance Equip	Express Lube/Tire Rotation K9-18-85	\$119.57
15235	1/22/2020	001 008 521 20 48 00	LE-Repair & Maintenance Equip	Brake Inspec/Repair A-07-40	\$413.75
15340	1/22/2020	001 008 521 20 48 00	LE-Repair & Maintenance Equip	Express Lube/Oil Life Monitor/Fill Fluids I-18-77	\$68.99
15341	1/22/2020	001 008 521 20 48 00	LE-Repair & Maintenance Equip	4 New Tires/Mount/Brake Inspec T-17-72	\$677.95
					\$1,280.26

Vendor: Technological Services Inc

Check Number: 49687

Invoice No	Check Date	Account Number	Account Name	Description	Amount
15377	2/5/2020	001 008 521 20 48 00	LE-Repair & Maintenance Equip	Express Lube/Cooling System Inspec PT-16-64	\$903.76
15455	2/5/2020	001 008 521 20 48 00	LE-Repair & Maintenance Equip	Express Lube/Filters T-17-72	\$121.63
15486	2/5/2020	001 008 521 20 48 00	LE-Repair & Maintenance Equip	Express Lube/Exhaust Inspec/Axle Bearings PT-15-62	\$167.88
15525	2/5/2020	001 008 521 20 48 00	LE-Repair & Maintenance Equip	Express Lube PT-19-81	\$87.73
					\$1,281.00

Vendor: Truax

Check Number: 49585

Invoice No	Check Date	Account Number	Account Name	Description	Amount
4940	1/22/2020	001 008 521 20 31 01	LE-Fixed Minor Equipment	Narcan Nasal Spray	\$825.00
					\$825.00

Vendor: Ubert

Check Number: 49586

Invoice No	Check Date	Account Number	Account Name	Description	Amount
021020 UBERT J	1/22/2020	001 008 521 20 43 00	LE-Travel & Per Diem	PerDiem - Meals 2020 LF Empower/Long Beach - J Ubert	\$238.00
					\$238.00

Vendor: Ubert

Check Number: 49688

Invoice No	Check Date	Account Number	Account Name	Description	Amount
021820 UBERT	2/5/2020	001 008 521 20 43 00	LE-Travel & Per Diem	PerDiem - Meal CJIS Training/Marysville - J Ubert	\$20.00
					\$20.00

Vendor: ULINE

Check Number: 49689

Invoice No	Check Date	Account Number	Account Name	Description	Amount
116052385	2/5/2020	001 008 521 20 48 00	LE-Repair & Maintenance Equip	Inverted Marking Paint	\$151.88
					\$151.88

Vendor: UPS

Check Number: 49587

Invoice No	Check Date	Account Number	Account Name	Description	Amount
0000074Y42010	1/22/2020	001 008 521 20 42 00	LE-Communication	Evidence Shipping	\$15.05
					\$15.05

Vendor: UPS

Check Number: 49690

Invoice No	Check Date	Account Number	Account Name	Description	Amount
0000074Y42040	2/5/2020	001 008 521 20 42 00	LE-Communication	Evidence Shipping	\$20.15
					\$20.15

Vendor: Upstate Engineering Inc

Check Number: 49588

Invoice No	Check Date	Account Number	Account Name	Description	Amount
1021-6	1/22/2020	305 010 594 76 60 00	North Cove Park Cap-Local	Installation of Big Fan - Festival Pavilion	\$520.00
					\$520.00

Vendor: Vantagepoint Transfer Agents - 108991

Check Number: 49601

Invoice No	Check Date	Account Number	Account Name	Description	Amount
012420	1/28/2020	001 000 282 00 00 00	Payroll Liability Retirement	ICMA Deferred Comp - Employer Contribution	\$368.95
					\$368.95

Vendor: Vantagepoint Transfer Agents - 307428

Check Number: 49602

Invoice No	Check Date	Account Number	Account Name	Description	Amount
012420	1/28/2020	001 000 282 00 00 00	Payroll Liability Retirement	ICMA Deferred Comp - Employee Contribution	\$2,027.46
					\$2,027.46

Vendor: Vantagepoint Transfer Agents - 307428

Check Number: 49603

Invoice No	Check Date	Account Number	Account Name	Description	Amount
Eshleman	1/28/2020	001 000 282 00 00 00	Payroll Liability Retirement	ICMA Deferred Comp - Employee Contribution Eshleman	\$3,730.37
					\$3,730.37

Vendor: Verizon Northwest

Check Number: 49589

Invoice No	Check Date	Account Number	Account Name	Description	Amount
9845384480	1/22/2020	001 001 511 60 42 00	Legislative - Communication	Wireless Phone Service Council	\$331.17
9845384480	1/22/2020	001 001 513 10 42 00	Executive - Communication	Wireless Phone Service Executive	\$44.90
9845384480	1/22/2020	001 002 513 11 42 00	AD-Communications	Wireless Phone Service Admin	\$44.90
9845384480	1/22/2020	001 005 518 10 42 00	HR-Communications	Wireless Phone Service HR	\$89.80
9845384480	1/22/2020	001 006 518 80 42 00	IT-Communications	Wireless Phone Service IT	\$144.71
9845384480	1/22/2020	001 007 558 50 42 00	PL-Communication	Wireless Phone Service Planning	\$134.70
9845384480	1/22/2020	001 007 559 30 42 00	PB-Communication	Wireless Phone Service Building	\$259.55
9845384480	1/22/2020	001 010 576 80 42 00	PK-Communication	Wireless Phone Service PW	\$472.08
9845384480	1/22/2020	101 016 543 30 42 00	ST-Communications	Wireless Phone Service PW	\$472.08
9845384480	1/22/2020	410 016 531 10 42 00	SW-Communications	Wireless Phone Service PW	\$472.08
					\$2,465.97

Vendor: Verizon Northwest

Check Number: 49691

Invoice No	Check Date	Account Number	Account Name	Description	Amount
9846931166	2/5/2020	001 008 521 20 42 00	LE-Communication	Wireless Phone Service PD	\$2,648.25
					\$2,648.25

Vendor: WABO

Check Number: 49590

Invoice No	Check Date	Account Number	Account Name	Description	Amount
1282	1/22/2020	001 007 559 30 49 01	PB-Staff Development	Registration - 2020 Winter Committee Meeting - R Mumma	\$20.00
					\$20.00

Vendor: Washington Assoc of Sheriffs and Police Chiefs

Check Number: 49591

Invoice No	Check Date	Account Number	Account Name	Description	Amount
DUES 2020-00200	1/22/2020	001 008 521 20 49 00	LE-Dues & Memberships	2020 WASPC Dues Category E - J Dyer	\$305.00
					\$305.00

Vendor: Washington State Criminal Justice

Check Number: 49592

Invoice No	Check Date	Account Number	Account Name	Description	Amount
201133882	1/22/2020	001 008 521 40 49 01	LE-Registration Fees	Registration - Interviewing Techniques - R Summers/C Valvick	\$150.00
					\$150.00

Vendor: Washington State Support Registry

Check Number: 0

Invoice No	Check Date	Account Number	Account Name	Description	Amount
012420	1/28/2020	001 000 284 00 00 00	Payroll Liability Other	Employee Paid Child Support	\$163.50
					\$163.50

Vendor: Wave Broadband

Check Number: 49692

Invoice No	Check Date	Account Number	Account Name	Description	Amount
103946401-0007152	2/5/2020	001 002 513 11 42 00	AD-Communications	Telephone Service	\$23.79
103946401-0007152	2/5/2020	001 003 514 20 42 00	CC-Communications	Telephone Service	\$47.57
103946401-0007152	2/5/2020	001 004 514 23 42 00	FI-Communications	Telephone Service	\$47.57
103946401-0007152	2/5/2020	001 005 518 10 42 00	HR-Communications	Telephone Service	\$23.78
103946401-0007152	2/5/2020	001 006 518 80 42 00	IT-Communications	Telephone Service	\$71.35
103946401-0007152	2/5/2020	001 007 558 50 42 00	PL-Communication	Telephone Service	\$154.69
103946401-0007152	2/5/2020	001 007 559 30 42 00	PB-Communication	Telephone Service	\$23.79
103946401-0007152	2/5/2020	001 008 521 20 42 00	LE-Communication	Telephone Service	\$809.04
103946401-0007152	2/5/2020	001 012 575 30 42 00	CS - Museum - Communications	Telephone Service Museum	\$23.79
103946401-0007152	2/5/2020	001 012 575 50 42 00	CS- Pavillion - Communication	Telephone Service Senior Ctr	\$23.79
103946401-0007152	2/5/2020	001 013 518 20 42 00	GG-Communication	Telephone Service	\$95.14
103946401-0007152	2/5/2020	101 016 543 30 42 00	ST-Communications	Telephone Service Shop	\$136.89
103946401-0007152	2/5/2020	410 016 531 10 42 00	SW-Communications	Telephone Service Shop	\$136.89
103946401-0007152	2/5/2020	510 006 518 80 49 04	LR - WaveBroadband Fiber Lease	Fiber Leases	\$1,884.99
					\$3,503.07

Vendor: Welaye

Check Number: 49593

Invoice No	Check Date	Account Number	Account Name	Description	Amount
021020 WELAYE	1/22/2020	001 006 518 80 43 00	IT-Travel & Meetings	PerDiem - Meals 2020 LF Empower/Long Beach - K Welaye	\$238.00

Vendor: Willards Pest Control Co

Check Number: 49594

Invoice No	Check Date	Account Number	Account Name	Description	Amount
260637	1/22/2020	001 013 518 20 41 00	GG-Professional Service	Pest Control City Hall	\$112.73
260638	1/22/2020	001 008 521 50 48 00	LE-Facility Repair & Maint	Pest Control Police Department	\$52.48
260639	1/22/2020	001 008 521 50 48 00	LE-Facility Repair & Maint	All Nuisance Ants Police Department	\$52.48

Vendor: WTD Equipment

Check Number: 49693

Invoice No	Check Date	Account Number	Account Name	Description	Amount
002826	2/5/2020	101 016 544 90 31 02	ST-Operating Cost	Mower Blades	\$281.70
INV-2557	2/5/2020	530 016 594 48 60 00	Purchase Of Capital Equipment	Brush Bandit Wood Chipper Model -15XP Quote #102731	\$68,747.11

Vendor: Wynne and Sons Inc

Check Number: 49595

Invoice No	Check Date	Account Number	Account Name	Description	Amount
63600	1/22/2020	001 004 514 23 31 00	FI-Office Supplies	1500 Window Security Envelopes	\$212.36
63678	1/22/2020	001 001 511 60 31 00	Legislative - Operating Costs	Business Cards - Dickinson/Jorstad/Frederick/Ewing	\$203.22
63678	1/22/2020	001 001 513 10 31 00	Executive - Supplies	Business Cards - B Gailey	\$56.64
63678	1/22/2020	001 007 559 30 31 00	PB-Office Supplies	Business Cards - R Mumma	\$56.64

\$528.86

Vendor: Wynne and Sons Inc

Check Number: 49694

Invoice No	Check Date	Account Number	Account Name	Description	Amount
63902	2/5/2020	001 005 518 10 31 00	HR-Office Supplies	Business Cards - A Warrington	\$60.53
63902	2/5/2020	101 016 544 90 31 02	ST-Operating Cost	Business Cards - G Kane	\$30.26
63902	2/5/2020	410 016 531 10 31 02	SW-Operating Costs	Business Cards - G Kane	\$30.26
					\$121.05

Vendor: Young

Check Number: 49596

Invoice No	Check Date	Account Number	Account Name	Description	Amount
030420 YOUNG	1/22/2020	001 010 576 80 49 01	PK-Staff Development	Pesticide Class/Bellingham - K Young	\$40.00
030420 YOUNG	1/22/2020	101 016 542 30 49 01	ST-Staff Development	Pesticide Class/Bellingham - K Young	\$40.00
030420 YOUNG	1/22/2020	410 016 531 10 49 01	SW-Staff Development	Pesticide Class/Bellingham - K Young	\$40.00
					\$120.00

Vendor: Zachor and Thomas Inc PS

Check Number: 49695

Invoice No	Check Date	Account Number	Account Name	Description	Amount
20-LKS0001	2/5/2020	001 011 515 41 41 02	Ext Consult - Prosecutor Fees	Prosecution Services Jan 2020	\$12,900.00
					\$12,900.00



This page left blank intentionally

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

Tuesday, January 7, 2020

Lake Stevens Police Department Training Center
10519 – 18th Street SE, Lake Stevens

CALL TO ORDER: 6:00 p.m. by Mayor Brett Gailey

ELECTED OFFICIALS PRESENT: Councilmembers Kim Daughtry, Gary Petershagen, Shawn Frederick, Mary Dickinson, Anji Jorstad, Steve Ewing and Marcus Tageant

ELECTED OFFICIALS ABSENT: None

STAFF MEMBERS PRESENT: City Administrator Gene Brazel, Community Development Director Russ Wright, Finance Director Barb Stevens, Public Works Director Eric Durpos, Police Chief John Dyer, Interim Human Resources/Risk Management Specialist Julie Good, City Clerk Kathy Pugh, IT Manager Troy Stevens, Senior Engineer Grace Kane

OTHERS: Planning Commissioners Janice Huxford, Jennifer Davis, John Cronin, Vicki Oslund and Linda Hoult; Barbara Mock, Snohomish County Planning and Development Services Director, Clay White, Director Planning with Land Development Consultants, Inc., and Rob Toyer of Toyer Strategic Development

Mayor Gailey called the meeting to order at 6:00 p.m. and led the flag salute.

Mayor's Update: Mayor Gailey shared he has been working with Mayor Spencer and city staff over the last several weeks to ensure a smooth transition as he begins his term. He has requested staff move forward with a request for bid for a civic campus at the Chapel Hill site. As part of this Mayor Gailey met with Lake Stevens Sewer District representatives who responded positively to the idea, as well as with Sno-Isle Library Director Lois Langer Thompson who will communicate with Sno Isle directors and respond to the idea in February.

Pavilion Naming: Director Wright said the next milestone in moving forward with the Pavilion project is to officially name the building. Ideas have been discussed and "The Mill" is being proposed for the building, with the meeting room proposed to be "The Sawyer's Room, the mezzanine to be named "The Stack" and the great room to be named "Hartford Hall." Director Wright commented these names are reminiscent of the history of the area and also reflective of the style of the building. He shared that train tracks will be installed in the flooring of the great hall/Hartford Hall, and that a small train is being designed to run on those tracks. The other idea Director Wright shared is to dedicate rooms to people who have been instrumental in moving this project forward including Mayor Spencer for moving the downtown project forward, and Senator Hobbs who has been instrumental in securing funding for the downtown improvement project, including this building.

Discussion ensued amongst councilmembers with all councilmembers supporting the proposed naming conventions for the building and rooms. There was also general support to recognize Mayor Spencer and Senator Hobbs with dedication plaques with Councilmember Ewing requesting the plaques include a synopsis of each individual's contributions to the community. This will be brought back to Council for further discussion at a later date, closer to the time when the rooms will be dedicated.

In response to Councilmember Frederick's question, Director Durpos said the signage for the building needs to be ordered in the next two weeks so that it can be installed as part of the building construction.

Based on Council's direction, this will be brought forward on the January 14, 2020 consent agenda for building and room naming conventions.

Sign Code Update: Director Wright reviewed the history of the sign code discussion and noted it centers around noncommercial content-based signs, which are regulated by *Reed v. Town of Gilbert*. Interim sign code regulations were adopted last fall to ensure the city is in compliance with *Reed*, and at that time Council requested this be brought forward in the first quarter of 2020. This update will include a review of restrictions on sizes and numbers of signs, the location and proximity of signs to each other, sign height, and whether Council wants to include requirements for permitting and/or registration of signs.

Discussion ensued with Councilmember Jorstad confirming that the interim regulations are consistent with *Reed vs. Gilbertsen*, and Director Wright clarifying that Council could approve Ordinance 1070 as final regulations, but that a public process still needs to be followed as this is a land use matter and provides an interim control and not a permanent control.

Councilmember Ewing would like to have a better idea of how other cities comply with *Reed v. Gilbert* and commented sign size is confusing when comparing with other cities.

Councilmember Tageant recalled there were a number of people opposed to the 4 x 8 signs when the last sign code was enacted.

Mayor Gailey suggested that part of the discussion is understanding what is allowed on private vs. what is allowed on public property, and the numbers of signs allowed.

Councilmember Tageant commented the city receives lots of signs because of its location and population in the 44th Legislative District.

Councilmember Petershagen does not support issuing permits for signage as it creates another bureaucracy, and Councilmember Tageant agreed.

Councilmember Daughtry commented he does not support time-regulated signage but is aware that some cities have adopted regulations for sign duration. Director Wright responded sign duration actually triggered *Reed v. Gilbert* as it goes to regulating content.

Councilmember Petershagen suggested finding a sign code already in effect that is reflective of this Council's ideas, perhaps through Municipal Research and Service Center. Director Wright suggested starting with the city attorney's template and then looking to other jurisdictions regarding sign size.

Councilmember Tageant identified public vs. private signs, size, and a couple of other smaller factors that Council can discuss; he suggested a template code that could be personalized to Lake Stevens will work.

Councilmember Jorstad suggested starting with the ordinance in place, and Mayor Gailey suggested looking at City of Everett's updated sign code.

Councilmember Daughtry wants to make the sign code easier and wondered why some signs such as inflatable, feather and animated signs are identified as prohibited temporary non-commercial signs. Director Wright responded the sign code has not been revisited in a long time and this can be looked at.

Commissioner Ewing commented on the distinction between private and public signage and suggested it will be important to provide something to commercial entities that is both attractive and balanced.

Councilmember Daughtry responded the focus is noncommercial but these comments are well taken.

Director Wright summarized that staff will bring forward a full version of the sign code with strike-throughs of the Ogden Murphy Wallace ordinance together with City of Everett's ordinance, and information from surrounding jurisdictions regarding sign regulations so that the public process can be started.

Board and Commission Liaisons and Committee Assignments: Mayor Gailey explained for new councilmembers that each year councilmembers volunteer to act as liaisons to the city's boards and commissions, as well as taking assignments to attend other agency meetings in a representative capacity. City Administrator Brazel went through the list and Councilmembers volunteered as liaisons and representatives as set out in the attachment to these minutes.

Joint Meeting with Planning Commission: Planning Commissioner Janice Huxford introduced Planning Commissioners Jennifer Davis, John Cronin, Vicki Oslund and Linda Hoult.

Director Wright reviewed the 2019 accomplishments of the Planning Commission and complimented their work. He noted the 2019 work program was ambitious as is the proposed long range work program for 2020. Director Wright then presented the proposed 2020 Long Range Work Program and responded to Councilmembers' questions.

Councilmembers Petershagen and Tageant requested mobile food truck vendors be addressed in the first quarter.

Responding to Councilmember Ewing's question, Director Wright explained funds are budgeted for marketing and gathering public input for possible annexation of the area identified as the SE Annexation. He then briefly reviewed that there is a petition in place for the Machias Industrial area annexation, the NE Island annexation is currently on hold until the area is ready. There is also a placeholder in the work plan for any petitions for annexation that may be received.

Responding to Councilmember Petershagen's question, Director Wright said the subdivision/infill code is scheduled for the first quarter.

Planning Commissioner Huxford commented that sometimes there are delays in the work program due to the need to gather public input. Commissioner Hoult commented this is an ambitious but doable work plan; Commissioner Davis agreed and added there is a need to ensure opportunities for public comment.

Mayor Gailey explained with the new councilmembers and all of the growth in the community he requested Director Wright provide an overview of the Growth Management Act so that everyone understands where it comes from, what can and cannot be done and know what the future milestones are for the city. He then announced a brief recess at 7:20 p.m. to set up the room for the next portion of the meeting.

The workshop meeting was reconvened at 7:35 p.m.

Planning and Growth Management Overview: Director Wright introduced himself and explained the format for the evening including an introduction of the Planning and Community Development and a panel presentation.

Director Wright then reviewed the divisions of the Planning Community Development Department including Planning which includes Economic Development, current and long range planning where land use permits, subdivisions and other types of permits are reviewed, Permitting which is responsible for intaking various permits including land use, building and special event permits, and Building which is responsible for reviewing building permits for compliance with life, health and safety in coordination with the Fire Marshal's office, as well as code enforcement. Director Wright added there is a Parks division which is the newest addition to the city and will eventually become an independent Parks Department. The department has a diverse workload and global perspective.

Director Wright then briefly discussed the Growth Management Act which was established in 1990. He reviewed the history of establishing the GMA as a tool to control and direct growth to cities, and retain rural and resource lands.

Director Wright introduced Barbara Mock, Planning and Development Services Director.

Director Mock said she has been with Snohomish County for over 40 years and was appointed director of Planning and Development Services in 2016. Director Mock commented the GMA is an effort to control growth and not be like California while at the same time providing some local control; the GMA sets a framework for planning throughout the state and cities and counties are legally required to comply with the GMA requirements.

Director Mock said there are 14 goals under the GMA and reviewed those goals as urban planning, reduction of sprawl, transportation, housing, economic development, property rights, permits, natural resource industries, open space and recreation, environment, citizen participation, public facilities and services, historic preservation and shoreline management. She noted Washington has 39 counties and not all counties are required to plan under the GMA. Snohomish County is required to participate based on its location in proximity to Puget Sound, it's population and that the county is a job center. Under the GMA there is a regional framework consisting of Pierce, King, Kitsap and Snohomish counties, and these counties are required to plan together. The Puget Sound Regional Council (PSRC) is comprised of representatives from these counties, with representation based on population, and leads the efforts in regional planning. Director Mock said there is federal funding available for planning and development, however to receive that funding agencies must be in compliance with the

GMA. She added new areas of growth-related concern are climate change, social equity (affordable housing) and development around high capacity transit access, and she commented that transit-focused growth reduces growth in rural areas.

Director Mock next commented on Snohomish County Tomorrow (SCT) which has representatives from Snohomish County, Snohomish County cities and towns, and the Tulalip Tribes. SCT is comprised of six committees that meet monthly and collectively work to ensure the Countywide Planning Policies are providing a comprehensive framework for local comprehensive plans. She noted SCT's work must be consistent with the Multi-County Planning Policies that come out of PSRC. SCT is representative of Snohomish County and its work includes review of timelines and identifying buildable lands. Director Mock encouraged this is where there is lots of opportunity for people to attend meetings and effectively participate.

Director Mock then said that once cities and towns are developing comprehensive plans they are implementing regulations that are required for compliance under the GMA and policies that are approved by the PSRC. Questions that councils must answer include is transportation coordinated with land use, and do parks and recreation, capital facilities, utilities and development regulations reflect the intention of the policies.

Director Mock closed by saying that all of this comprehensive planning comes down to what we can afford, and the future that we are choosing through this planning will affect everyone for a long time.

Director Wright then introduced Clay White, Director of Planning at Land Development Consultants, Inc. (LDC). Mr. White thanked Director Wright for the opportunity to present this evening and briefly reviewed his professional background.

Mr. White encouraged everyone that it is important to participate in long range planning and explained ways to be involved. He said the next big Vision plan update is scheduled for 2023 and people need to take the time to make it happen and set proper expectations to reach identified goals.

Mr. White reviewed the regional planning structure and commented the policies are set up to be flexible, with the GMA at the top. He encouraged a proactive approach including attendance at SCT meetings and identified there is a lot of coordination of goals with Snohomish County and other cities at these meetings. Mr. White encouraged partnering with other cities sharing common goals to get policies in place that will support those goals.

Mr. White next commented on the importance of advocating vs. reacting, and said that city regulations are an implementation of already-adopted policies. People need to be at the table as policies are developed. He encouraged there are many ways for the public to educate themselves through working with our cities, talking to their elected officials and generally being a part of the goal-setting process.

Director Wright next introduced David Toyer of Toyer Strategic Consultants. Mr. Toyer commented on the complexities of compromises and conflicts between regulations and how that affects the development community. He said that public participation is very important. Mr. Toyer said he has a long history with Lake Stevens and the GMA and the same questions are asked over and over again.

Mr. Toyer believes the biggest challenge facing Lake Stevens is mandated growth and there needs to be a reconciliation process moving forward. The question becomes one of growth vs. quality of life and this leads to a struggle.

Mr. Toyer commented under the recent PRSC goal-setting Snohomish County and its cities did not fair so well. Now it is important to look 20-30 years into the future and determine what a community-centric growth strategy looks like. Mr. Toyer believes it is important that Lake Stevens control its own UGA, and the question going forward is what is the strategic vision.

Mr. Toyer closed by saying that growth is going to happen no matter what, and the question is what will it look like. One of the historical challenges has been that Snohomish County has been a bedroom community to King County, and working on a strategic vision for the community now is critical.

Director Wright thanked the speakers and summed up that Lake Stevens is doing really well. The City's goals have been consistent with the GMA, growth targets are being met and businesses and residences are coming in. He noted this is not without growing pains, but that it is happening.

Director Wright provided a brief history of the city's Comprehensive Plan which was first adopted in 1994. Since that time the Comprehensive Plan has been updated, with the last major update taking place in 2015; the 2015 update is a much more mature comprehensive plan. In between updates the Council adopted an economic growth strategy, and the city is realizing the fruits of that labor today.

Director Wright commented on the GMA hierarchy and said the City's 2015 Comprehensive Plan is unique in that the City Council adopted a specific vision for each element of the plan and then demonstrated where the consistencies are with the GMA and county-wide policies. Basically the process is global (GMA) to establishment of a comprehensive plan, and then moving to global implementation. Director Wright reminded that in 2015 input was gathered through a community-wide survey that identified the following priorities: high density housing options including cottage housing and townhouses, the need for retail, high-tech industry and professional offices to function as employment sectors, that growth be directed to southwest Lake Stevens, the city's greatest strengths are its neighborhoods and schools, traffic as the biggest concern, residents want more access to shopping and dining, and that sidewalks and paths are important public improvements for both transportation and recreation.

Director Wright said that with this community input the 2015 Comprehensive Plan integrates state, regional and countywide planning policies, addresses land use changes from annexation and growth, and updates statistical information including growth projections, housing data and capital facilities needs. He added that specific subareas were identified and development is taking place in those subareas as envisioned and that annexations have also been accomplished, also as envisioned.

Director Wright briefly commented on buildable lands and growth targets, and annexation to bring the rest of the community in. He noted the city has achieved 79% of its 2035 growth target. He then reviewed both residential and commercial development trends, including major commercial development since 2015.

Turning to the recently completed Buildable Lands Report, Director Wright said this was an analysis of remaining buildable lands showing the net buildable land in Lake Stevens is

approximately 350 acres. Mr. White clarified that not all of those acres are available for development right now.

In closing, Director Wright shared resources that are available for those interested in learning more about Planning and growth management.

Mayor Gailey thanked the presenters and commented this is great information for both the Council and audience; he noted there is lots to learn and it is time to start working on the 2023 target.

There being no further business the meeting was adjourned at 9:05 p.m.

Brett Gailey, Mayor

Kathy Pugh, City Clerk

UPDATED 01/08/2020

LIAISONS TO BOARDS/COMMISSIONS & COMMITTEE ASSIGNMENTS – 2020

Board/Commission	Date	Time	Location	Council/City Liaison	Alternate
Affordable Housing Alliance	As needed, approximately every other month		Jackson House, 1818 Pacific Avenue, Everett	Jorstad	Dickinson
Arts Commission	2nd Wednesday (optional 4th Wednesday attend 1 x month)	6:30 p.m.	City Hall	Frederick	Tageant
Chamber of Commerce Board	1 st Tuesday	9:00 a.m. – 11:00 a.m.	Sherwood Community Services	Tageant	Dickinson
Community Transit	1 st Thursday	3:00 p.m.	CT Board Room 7100 Hardeson Rd, Everett	Daughtry (11/26/19)	
Department of Emergency Management	2 nd Tuesday of 2 nd month of the quarter at 1pm		DEM Offices – Everett	Frederick	Jorstad
Economic Alliance				Tageant	Daughtry
Fire District #7 www.snofire7.org	2 nd & 4 th Thursday	5:30 p.m.	Station 31 Training Room, 163 Village Court, Monroe	Frederick	Brazel
Health District Board	2 nd Tuesday	3:00-5:00 p.m.		Jorstad	Ewing
Historical Society	4 th Tuesday	1:00-3:00 p.m.	Museum Conference Room	Dickinson	Brazel
Library Board	3 rd Thursday (Quarterly)	4:30 p.m.	Museum Conference Room	Dickinson	Ewing
Park Board	2 nd Monday each month	6:00 p.m.	Community Center	Tageant	Frederick
Planning Commission	1 st Wednesday monthly and 3 rd Wednesday if needed	7:00 p.m.	Community Center	Petershagen	Ewing
Veterans Commission	1 st Monday monthly	7:00 p.m.	Fire Station 82 Conf. Room	Frederick	
Retreat Committee	As needed			Council President	Council VP
Council Appointees to Board & Commission Interview Panel (2 appointees to sit on panel with Council Liaison)	As needed			Daughtry/Ewing	
SCCIT: CALL IN OPTION: 1-760-569-7171; Pass Code: 420-814-114#	4 th Tuesday	7:30-9:00 a.m.	EASC Office, 808 134 th St SW, Ste 101, Everett	Daughtry	Petershagen
Senior Board	2 nd Monday	10:00 a.m.	Senior Center	Dickinson	Daughtry
Sewer Utility Subcommittee	4 th Tuesday	4:00 p.m.	Sewer District Office	Tageant/Petershagen/Gailey	
Sewer Commission Board Meeting	2nd & 4th Thursday	9:00 a.m.	Sewer District Office	Petershagen	Tageant
Snohomish Co. Tomorrow – Steering Committee	4 th Wednesday	6:00 p.m. – 8 p.m.	Robert J. Drewel Building (Snohomish County Admin)	Mayor / City Administrator-Backup	Council President / VP- Backup
Solid Waste Advisory Committee				Durpos/Frederick	Tageant
SCC				All	
AWC/NLC				All	

SUBCOMMITTEES – DISCONTINUED 1/2018

CITY OF LAKE STEVENS
CITY COUNCIL REGULAR MEETING MINUTES
Tuesday, January 14, 2020
Lake Stevens City Hall
1812 Main Street, Lake Stevens, WA 98258

CALL TO ORDER: 7:00 p.m. by Mayor Brett Gailey

ELECTED OFFICIALS PRESENT: Councilmembers Kim Daughtry, Gary Petershagen, Shawn Frederick, Mary Dickinson, Anji Jorstad, Steve Ewing and Marcus Tageant

ELECTED OFFICIALS ABSENT: None

STAFF MEMBERS PRESENT: City Administrator Gene Brazel, Community Development Director Russ Wright, Public Works Director Eric Durpos, City Clerk Kathy Pugh

OTHERS:

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

Roll Call: All present.

Approval of Agenda: Council President Petershagen said staff requests the following changes to the agenda: removal of New Employee Introduction, and removal of Discussion Items (O) Contract Update with Zachor Thomas re Prosecutor Services and (P) Overview: Police & Legal Departments.

MOTION: Moved by Councilmember Daughtry, seconded by Councilmember Jorstad, to approve the agenda with the noted changes. On vote the motion carried (7-0-0-0).

Citizen Comments:

Shane Oden, 3210 Catherine Drive, Lake Stevens, commented on the Professional Services Agreement with LDC, Inc. for North Cove Park Phase II design work, saying there are drainage issues in Phase I of this project, and he hopes these concerns can be resolved as part of the deliverables for Phase II so that the project can be closed as a whole.

Council Business:

Election of Officers: Council President Petershagen explained that under the Council Rules of Procedure the Council elects a President and Vice President at the first regular meeting each year to serve a one-year term. He then called for nominations for Council President and Council Vice-President.

NOMINATION: Councilmember Frederick nominated Councilmember Tageant as President, with Councilmember Daughtry seconding the nomination. There were no other nominations.

VOTE: On vote the nomination carried (7-0-0-0) and Councilmember Tageant was elected as Council President

NOMINATION: Councilmember Ewing nominated Councilmember Petershagen as Council Vice President, with Councilmember Dickinson seconding the nomination. There were no other nominations.

VOTE: On vote the nomination carried (7-0-0-0) and Councilmember Petershagen was elected as Council Vice President.

- Councilmember Petershagen: Rustic Cork ribbon cutting.
- Councilmember Dickinson: Friends of the Library; proposed coalition on library issues.
- Councilmember Ewing: Community Blood Drive on February 1 in honor of James Barnes and Cora Welton.
- Councilmember Tageant: Parks Board.

Mayor Gailey clarified in response to Councilmember Dickinson's comments regarding Friends of the Library and the Lake Stevens Library that he has requested staff move forward with a request for proposal for a new civic campus. He has been in touch with both the Sewer District and Library about this.

Mayor's Business: Mayor Gailey said he reached out to County Councilmember Low to form a U.S. 2 Coalition of Mayors to include mayors from Lake Stevens, Snohomish, Monroe and Sultan so that the cities along the U.S. corridor can talk as one team. The group has held one meeting and is planning to travel to Washington D.C. in March for meetings with elected officials to be set up by County Councilmember Low.

By way of additional updates Mayor Gailey reported the sale of property to Withrow has closed. He commended the Public Works crews for their efforts in keeping roadways open during this snow event. Mayor Gailey updated he met with Everett Mayor Cassie Franklin to discuss the need for an ILA regarding the Everett Waterline that runs adjacent to 20th Street SE and said Mayor Franklin is aware this is an economic concern for Lake Stevens; he believes she understands and is receptive to moving this interlocal agreement forward.

Councilmember Daughtry asked if the existing U.S. 2 Coalition is included in this new coalition. Discussion ensued as to the roles of the two coalitions and the previous work done by the older coalition, with Mayor Gailey saying he believes at some point the two coalitions will be combined, and the new coalition will have more of a mayors' focus and include Port of Everett as well. He added this Mayor's U.S. 2 Coalition is travelling to Washington D.C. the week before the NLC conference to talk with legislators. Councilmember Daughtry encouraged that the new coalition talk with the older coalition and commented on the amount of work the older coalition has accomplished over the years.

Councilmember Petershagen asked if the interlocal agreement with Everett regarding the waterline has been signed. City Clerk Pugh said Lake Stevens has signed the interlocal agreement and she will follow up with Everett to see where they are in their process.

Councilmember Frederick asked how the Mayor's Coalition will interface with this Council and its trips to Washington D.C. and Olympia to lobby for trestle improvements. Mayor Gailey responded that is Council's decision.

Councilmember Tageant suggested this is up to the Council and it could be added to the retreat agenda as to whether they want to go to Washington D.C. He said it is important to stay on top of this with elected officials. Discussion ensued with Councilmember Tageant providing a brief review of the Council's previous trips to Washington D.C. and noting that it is not always possible to meet with the elected person, but it is important to be in front of them and have the city's projects be in their priority list as number 1 or 2.

Mayor Gailey also suggested hosting a Town Hall meeting in Lake Stevens during a recess time.

Councilmember Petershagen commented the NLC conference is not that far away and a decision on going or not needs to be made sooner than later. He reviewed the successes in meeting with elected representatives, and Councilmember Tageant said he believes the best meeting was the unscheduled meeting with the Department of Transportation (DOT).

Councilmember Daughtry does not believe the Council has fully utilized the NLC membership and suggested going at a different time or meeting with electeds when they are in town might be better. However, he also recognizes that Council representatives will not be able to meet with other officials such as the head of DOT without traveling to Washington D.C.

Councilmember Tageant encouraged going at a different time, maybe April, and suggested Doug Levy might be able to coordinate some meetings.

There was consensus to travel to Washington D.C. at a later date in the year and to work with Doug Levy in setting a schedule.

City Department Report:

- City Administrator Gene Brazel: Association of Washington Cities City Action Days; reminded of the Council liaison role for boards and commissions is one of observer and reporting back to Council on board and commission activities.
- Community Development Director Russ Wright: Costco update.
- Public Works Director Eric Durpos: Snow and ice control update.

Consent Agenda:

MOTION: Moved by Councilmember Tageant, seconded by Councilmember Ewing, to approve:

- A. 2019 Vouchers [Payroll Direct Deposits of \$226,850.82, Payroll Check No. 49313-49314 Totaling \$3,451.97, Electronic Funds Transfers (ACH) of \$448,207.62, Claims Check Nos. 49305-49312, 49315-49380, 49383-49444 totaling \$1,002,240.43, Void Check Nos. 49056, 49100 Totaling (\$41.00), Total Vouchers Approved: \$1,680,709.84]
- B. 2020 Vouchers [Claims Check Nos. 49445-49469, totaling \$642,110.58, Total Vouchers Approved: \$642,110.58]
- C. City Council-Arts Commission-Parks Board Joint Meeting Minutes of December 10, 2019
- D. City Council Regular Minutes of December 10, 2019
- E. City Council Special Meeting Minutes (Candidate Interviews) of December 17, 2019
- F. City Council Special Meeting Minutes of December 17, 2019
- G. Arts Commission & Parks Board 2020 Work Programs
- H. Planning Commission 2020 Work Program
- I. Board & Commission Liaison Appointments / Committee Assignments
- J. Cancel City Council Meeting of January 28, 2020
- K. Supplemental Agreement No. 3 with Lochner re 24th Street SE

- L. Professional Services Agreement with LDC Inc. re North Cove Park Phase II
- M. Pavilion Naming

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

Public Hearing: None.

Action Items: None.

Discussion Items:

Subdivision Updates: Director Wright presented the staff report and summarized the city is undergoing a restructuring of some of its codes including the subdivision code. He commented that subdivision code requirements are being moved into one chapter, 14.18, and then reviewed what has been looked at including tools to ensure they are still effective and incentives. The effort is to find balance, and to provide affordability and efficient development. The Master Builders has reviewed the new code section and provided productive input. The Unit Lot Subdivision code was also reviewed and there were minimal changes, and there were some updates to Cluster subdivision code language. The Planning Commission is scheduled to hold a second public hearing on January 15, 2020. There is also a developer request to update the impervious surface requirements, and if this is done staff recommends limiting it to new development going forward.

Discussion ensued and Director Wright responded to Councilmembers' questions on time limitations, bonding and maximizing housing options including multi-family for the remaining lots.

Councilmember Petershagen commented new construction is not affordable housing and Councilmember Dickinson said there is a great need for affordable housing.

Councilmember Jorstad said under federal definitions affordable housing is not the same as low income housing.

Executive Session: At 7:48 p.m. Mayor Gailey announced an executive session to last ten minutes to discuss pending litigation, with no action to follow and real property acquisition with action to follow.

At 7:58 p.m. the regular meeting of the City Council reconvened, and City Administrator Brazel noted for the record that the City Attorney participated in the executive session by telephone.

MOTION: Moved by Councilmember Ewing, seconded by Councilmember Frederick to authorize the Mayor or designee to complete a purchase and sale agreement for property known as the Landre property and located at 12308 – 17th Place NE, Lake Stevens, in the amount of \$370,000. On vote the motion carried (7-0-0-0).

Adjourn:

Moved by Councilmember Daughtry, seconded by Ewing, to adjourn the meeting at 7:59 p.m. On vote the motion carried (7-0-0-0).

Brett Gailey, Mayor

Kathy Pugh, City Clerk

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

Tuesday, January 21, 2020

Lake Stevens Police Department Training Center
10519 – 18th Street SE, Lake Stevens

CALL TO ORDER: 7:00 p.m. by Mayor Pro Tem Marcus Tageant

ELECTED OFFICIALS PRESENT: Councilmembers Kim Daughtry, Gary Petershagen, Shawn Frederick, Mary Dickinson, Anji Jorstad, Steve Ewing and Marcus Tageant

ELECTED OFFICIALS ABSENT: Mayor Brett Gailey

STAFF MEMBERS PRESENT: City Administrator Gene Brazel, Finance Director Barb Stevens, Community Development Director Russ Wright, Public Works Director Eric Durpos, Human Resources/Risk Manager Julie Good, City Clerk Kathy Pugh, Police Chief John Dyer, Jill Meis, Parks Planning and Development Coordinator, Leah Everett, Surface Water Management Coordinator, Jon Stevens, Stormwater Engineering Technician, Grace Kane, City Engineer, Troy, IT Manager

OTHERS:

Mayor Pro Tem Marcus Tageant called the meeting to order at 7:00 p.m.

City Administrator Brazel noted for the record that Mayor Gailey was on speaker phone.

The Mill Facility Use Policy: Coordinator Meis said staff is working on a facility use policy for The Mill. She reviewed the primary uses of the building and noted that Council and staff previously discussed different approaches for facility use management including a hybrid/phased approach with staff managing rentals the first year and then re-evaluating. Coordinator Meis said the Sawyer's Room will be used for city meetings during the week and could be available for weekend rental. Rental rates and deposit amounts will be flexible depending on how much of the facility is rented. Coordinator Meis said advance reservations will be required and proposed that the building be primarily marketed as a private event venue. Challenges include protection of the asset, and this will in part be addressed through rental agreements including a hold harmless, additional insured endorsements and deposits. It will be important to be clear about City expectations as to how the building is used.

Coordinator Meis then responded to Councilmember questions as to whether alcohol would be allowed, saying it is staff's recommendation that alcohol be allowed with additional insurance and security requirements, consistent with other jurisdictions. She added that Council approval of alcohol did not seem to be a good use of Council time, and Director Wright clarified that staff intends to bring a code amendment forward to clarify the City's code.

Coordinator Meis said her research shows that Mukilteo and Marysville have facilities most similar to The Mill. Coordinator Meis commented on parking concerns, saying that parking

availability ranged throughout the cities surveyed; she noted the Marysville Opera House has only on-street parking.

Coordinator Meis reviewed the proposed rental rates ranging from \$1300-\$1800 with furnishings on weekends. There are also hourly rates proposed, as well as a fee modification for a use that serves the public benefit. She added staff is putting out a request for proposal for a farmers' market at the site.

Coordinator Meis responded to Councilmembers' questions including that the cities she surveyed are not realizing a revenue stream from facility rentals, and that the deposit could be retained until cleaning by the renter has been confirmed. She clarified the primary parking would be the City Hall parking lot and area behind City Hall, on street parking and after-hours parking at the Library and in the boat launch area adjacent to the church during low use times. Coordinator Meis said staff is preparing a request for proposal for a farmers market and is targeting to have a farmers market in place this coming summer.

Turning to recreational programming Coordinator Meis said there has been some interest in this, and that staff met with Sky Hawks several months ago regarding their programming. She explained that Sky Hawks offers a wide variety of programming and said they handle all aspects of the programming including registration, and then issue a percentage check to the city. The idea is to offer programming in different parks throughout the city, and Coordinator Meis said the Lake Stevens School District is on board with this idea, and that Lake Stevens Junior Athletic Club and Little League are also supportive.

Coordinator Meis then responded to Councilmembers questions, noting that Sky Hawks assumes all liability except in the case of a city-owned facility issue. She has checked with neighboring jurisdictions who are happy with the programming Sky Hawks provides. They have a relatively small footprint using one park at a time and most programming lasts approximately two hours; parks will be available to other users during this time. Coordinator Meis will check with the Boys & Girls Club for their input. Director Wright confirmed parks will be available to other users during this type of programming and said the programming will help activate the parks.

Council was generally supportive of moving forward with Sky Hawks for summer programming in the parks for 2020.

Private Stormwater Ponds: Surface Water Management Coordinator Leah Everett introduced herself and Stormwater Engineering Technician Jon Stevens.

Director Durpos provided a brief history, saying the question of maintenance of private stormwater systems came up when the city completed a stormwater rate study two years ago. The rate study included a cost analysis if the city were to take over private stormwater maintenance. The cost was high, and the city determined to bring on additional staff and do a comprehensive analysis including how many private stormwater facilities there are within the city and develop a plan to address the private facilities.

Coordinator Everett presented a PowerPoint. She explained that stormwater drainage facilities are built to certain standards and are designed to control the outflow of stormwater. She reviewed the basic types of facilities including vaults, ponds and detention pipes, and they are part of the city's municipal stormwater utility system; there are both public and private systems.

The facilities are sized based on impervious surface. The intent of maintenance is to maintain the systems so that they can treat and release stormwater as designed.

Coordinator Everett said that Lake Stevens currently has over 100 public facilities and staff is finding more every day. Each facility is inspected each year to ensure they are functioning correctly, and this is required by the city's NPDES permit. She noted that in neighborhoods with homeowner associations each home has a vested interest in the drainage facilities to perform properly. The city has the right but not the obligation to enforce maintenance.

Coordinator Everett said staff has determined to alert homeowners associations and others with stormwater facilities by letter to let them know what has been observed and what needs to be done, or to commend them for what they have done. She added that Stormwater Engineering Technician Jon Stevens has hands on experience in working with these facilities and is out in the field and available to answer questions, and that staff is being flexible in working with homeowners.

Coordinator Everett and Technician Stevens then responded to Councilmembers' questions. Technician Stevens explained that notice is provided to all homeowners in a plat to ensure everyone is contacted and aware. Technician Stevens reviewed the process to clean up stormwater facilities and cited Inglewood Forest as a success. He said he has completed close to 100 private facility inspections and that approximately 26 do not require cleaning, some are in process and approximately 37 are receiving a letter.

Councilmember Daughtry asked about liening private property and invoicing homeowners for city-completed work for private facilities. Finance Director Stevens explained that liens expire every six months and have to be renewed.

Councilmember Jorstad asked about the cost to homeowners and Coordinator Everett explained cost is variable depending on neighborhood size, pond size and some neighborhoods have more facilities. Coordinator Everett commented neighborhoods can hold work parties to clean ponds, but that vaults and detention pipes require more specialized knowledge and equipment. The best outcome is an active homeowners association setting dues dedicated to the cost of cleaning facilities.

Discussion ensued with Councilmember Dickinson asking about gifting of stormwater facilities to the city and Coordinator Everett responding she has only seen this twice and that there are conditions to this type of gift. Director Wright added there is not a standard policy, but there was a recent gift that included a park. Finance Director Stevens commented the City currently does not have a way to invoice for stormwater maintenance but is looking at options.

Councilmembers Jorstad and Ewing supported getting information out to the public, and Coordinator Everett said the goal is for property owners to contact the city when they receive a letter.

Councilmember Petershagen believes the problem will only get worse with the city's policy to not require dedication of stormwater ponds, and said the stormwater utilities are located in streets that are dedicated to the city when the plat is completed; he believes homeowners are being asked to assume a public responsibility.

Councilmember Tageant believes people are aware of their responsibilities when they purchase homes.

Affordable Housing – Senate House Bill 1406: Director Wright provided a brief history of Senate House Bill 1406 and reminded this bill authorizes a sales and use tax for affordable and supportive housing. He reminded this is a tax that is credited against state sales tax that is already being collected. He explained the next step is to adopt an ordinance defining how funds can be used, including possibly contributing Lake Stevens' funds to a greater pool. He then reviewed possible ways to move forward including staying at the base level or setting a ballot measure to double the percentage amount for affordable housing, and then determining how to allocate those dollars. Director Wright said local tax dollars will not result in a lot of expendable capital and suggested the city's funds could go to some sort of rental assistance program. If the City does not decide how to allocate the funds, Lake Stevens funds will be managed by Snohomish County.

Discussion ensued with Councilmember Jorstad commenting that Chris Collier at the Affordable Housing Alliance estimated Lake Stevens' share would be approximately \$100,000 which does not provide a lot of leverage, and that a thriving community has a continuum of housing options. Councilmember Daughtry commented the city does not have space for affordable housing and needs to look at achieving attainable housing through zoning code amendments.

Councilmember Jorstad suggested waiting to see how other cities are going to manage their dollars.

Mayor Pro Tem Tageant requested this be brought forward in February with additional information.

Interlocal Agreement re Court Services: City Administrator Brazel said that Monroe is looking at strategies to improve its existing court services and has proposed that Lake Stevens and Sultan enter into an interlocal agreement to assess the costs and benefits of Lake Stevens and Sultan contracting with City of Monroe for court services. The outcome of the assessment would allow Lake Stevens to have a better idea of the costs of having its own court. Administrator Brazel commented it is less expensive to use the county courts, but service is better when it is locally provided. He said Lake Stevens anticipates utilizing court services twice a week and Sultan would use court services once a quarter. Additionally, there would be greater access to a judge when a warrant is needed. Cost of participating in this interlocal agreement would not exceed \$10,000.

Discussion ensued following which there was consensus to bring this interlocal agreement forward on the Consent Agenda.

Overview of Public Works Department: Director Durpos presented a PowerPoint on the Public Works Department and said the department is building on the past and looking to the future. He briefly reviewed the department is comprised of a Capital Projects Coordinator, City Engineer, Surface Water Coordinator, Public Works Operations Manager and Public Works Inspector, and shared the responsibilities of each division. He noted the Public Works Operation Manager oversees the public works crews, the mechanic and the seasonal workers, and the City Engineer oversees the Engineering Technician and a GIS Analyst position that is currently vacant. Director Durpos closed by reviewing past and current projects of engineering and development, capital projects, stormwater and water quality, parks operation and maintenance, streets and roadway maintenance, fleet and equipment and facilities.

Councilmembers Jorstad and Daughtry commented on the positive feedback received from the community regarding the recent snow event.

Retreat Agenda: City Administrator Brazel distributed a draft agenda for the upcoming retreat and requested Council input. Discussion ensued and requests were made including time on the second day to revisit the Council's 2020 goals and mission and vision statement, and a presentation by Master Builders Association to better understand what developers are looking for and how city decisions affect how a plat is developed.

There being no further business the meeting was adjourned at 8:55 p.m.

Brett Gailey, Mayor

Kathy Pugh, City Clerk

DRAFT



This page left blank intentionally

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

Tuesday, February 4, 2020

Lake Stevens Police Department Training Center
10519 – 18th Street SE, Lake Stevens

CALL TO ORDER: 7:00 p.m. by Mayor Pro Tem

ELECTED OFFICIALS PRESENT: Councilmembers Kim Daughtry, Gary Petershagen, Shawn Frederick, Mary Dickinson, Anji Jorstad, Steve Ewing and Marcus Tageant

ELECTED OFFICIALS ABSENT: Mayor Brett Gailey

STAFF MEMBERS PRESENT: City Lake Stevens City Council Workshop Meeting Minutes February 4, 2020

Administrator Gene Brazel, Finance Director Barb Stevens, Community Development Director Russ Wright, Public Works Director Eric Durpos, Human Resources Director Anya Warrington, Human Resources/Risk Manager Julie Good, City Clerk Kathy Pugh, Police Chief John Dyer, Police Commander Ron Brooks, City Engineer Grace Kane

OTHERS:

Mayor Pro Tem Marcus Tageant called the meeting to order at 7:00 p.m. and then led the Pledge of Allegiance.

Resolution 2020-02 re Intent to Condemn-Village Way: Public Works Director Durpos explained that the property owner has requested the city authorize a condemnation of the property used for ingress/egress from the Frontier Village shopping center to Village Way. The area in question was allocated for parking before construction of the Village Way access road. Prior to construction the City obtained a temporary construction easement for the property. The property owner believes it will be helpful in working with its tenant/business owners to revise their leases due in part to a clause in the leases providing that changes to parking will be renegotiated. The goal is to transfer the property that is the subject of the condemnation to the city, thereby making the ingress/egress permanent.

Responding to Councilmember Frederick's question, Director Durpos explained if this does not work, the City would move forward with a condemnation proceeding.

There was consensus to move this resolution to the Consent Agenda.

Zachor Thomas Contract for Prosecutor Services: Police Chief Dyer said that Zachor Thomas provides prosecuting attorney services for the city and has been doing so for some time. He said their contract expired on December 31, 2019, and that staff did not receive notice of their intent to raise fees until after the city's 2020 budget process was completed and approved. Chief Dyer has negotiated a new fee with Zachor Thomas at an 8% increase that is less than what was initially requested in exchange for a longer contract term. The new contract, if approved, would expire on December 31, 2022. The new contract includes a provision

requiring that proposed contract changes be provided to the city by October 1, 2022 so that any increased costs can be included in the budget process. Because of the increased cost of this contract, a budget amendment will be brought forward at a later date. Chief Dyer then responded to Councilmember questions. He noted the contract as currently proposed includes an additional 3% increase in 2021 and a 4% increase in 2022.

There was Council consensus to bring this contract forward for approval on the Consent Agenda.

Sign Code Update: Community Development Director Wright briefly summarized the history of these sign code updates. He said these changes relate to temporary signs, including political signs. Staff looked at what neighboring jurisdictions are doing to be compliant with *Reed v. Town of Gilbert* through MRSC and found that the city's sign sizes adopted in the interim regulations are in line with other jurisdictions. He added that the way other jurisdictions handle duration and number of signs is variable. Director Wright reviewed changes proposed by the City Attorney to the material that was provided earlier to Council in preparation for this meeting.

Staff is looking for direction from Council on size, duration and the number of signs allowed. Director Wright commented the City Attorney believes if there is not a permitting requirement for temporary signs the City would not regulate for duration.

Director Wright noted there are two different size requirements, one for signs in the right of way and the other for signs on private property. The right of way limitation is four square feet.

Councilmember Ewing requested the right of way sign size be changed to four feet by four feet for a total of 16 square feet. Russ clarified 16 square feet is allowed in commercial areas and 4 square feet is allowed in right of way and on private property, which is what most jurisdictions do.

Councilmember Dickinson commented people were confused by the number of signs during the recent election and that those signs did not correlate to names on the ballot. Director Wright responded regulating when signs are put up would be very difficult.

Public Works Director Durpos commented it is very difficult to maintain rights of way and other public property around signage that is put up months before an election.

Councilmember Petershagen clarified there is no interest in requiring a permitting process for signs and that the issues are sign size and where signs can be placed.

Councilmember Tageant clarified there was general agreement that signs sized at four square feet are appropriate for placement in rights of way. He asked if there is interest in 4 x 8 square foot or 4 x4 square foot signs.

Councilmember Frederick is fine with excluding 4 x 8 square foot signs. He believes the costs of these signs excludes people who may want to run for public office.

Councilmember Tageant asked if a private homeowner should be able to put a 4 x 8 square foot sign on their property. He recalled there has been a lot of discussion around this, including in the last election.

Councilmember Ewing is concerned that some of the sign size discussion is targeted to particular candidates. He believes if a private or commercial private property owner wants to have 4 x 8 signs, they should be allowed to have them, and that regulating sign size more stringently in rights of way is easier to defend based on safety issues.

Director Wright clarified Council's direction is to keep sign size limited to four square feet in rights of way and suggested spacing at five to ten feet can be justified for safety reasons, and there is additional language allowing sign removal if they are defacing public property.

Director Wright then turned to residential and commercial property signage, both of which are private property signage. He said the effort was to mirror the standard that is in the zoning code and that is where the 16 square feet size for commercial signs came from. He commented the number of signs vs. the size of signs has more potential for challenge. Policing would be complaint driven.

Discussion ensued regarding sign size and number of signs allowed on private property. Director Wright clarified that councilmembers support a 32 square foot maximum size on both private residential and commercial property.

Councilmembers commented they would like more public input and guidance regarding sign size on private property, and Director Wright explained there will be a public hearing before the ordinance is adopted.

Discussion then turned to different ways to engage with citizens in a more informal setting than a meeting and creating opportunities for dialogue with the public.

Returning to the agenda, Director Wright noted there are other nonsubstantive changes that will be made to the sign code to provide consistency. These code changes relate only to temporary signs, and there was Council consensus to bring this forward to a public hearing for public comment.

Councilmember Daughtry suggested there are other types of noncommercial signs such as inflatables that need to be considered. Director Wright will bring this forward as well.

2020 Comprehensive Plan Docket: Director Wright reviewed there was discussion about looking at waterfront residential zoning as an isolated topic and any potential code amendments such as limited multi-family uses in this zone. This would be consistent with state law changes requiring cities to look at multi-family uses in all single-family residential zones. He reviewed different ways this can be addressed including keeping the status quo, looking at pockets where higher intensity uses could be zoned, and creating an entirely new zone in the waterfront zone. He noted there will be lots of public interest in this topic including stakeholders such as people who live on waterfront properties and real estate agents.

Councilmember Tageant suggested creating an interest group to study this and provide input. Director Wright said this can be reviewed by the Planning Commission and public input gathered, or an ad hoc committee could be put together and provide recommendations to the Planning Commission. He noted this conversation goes back to at least 2013.

Director Wright said other items that will be part of the 2020 Comprehensive Plan Docket include the Land Use, Capital Facilities and Public Services and Utilities elements and a Map amendment.

There was consensus to bring the docket forward for approval on the next agenda.

Department Overview: Administration/Finance/IT: City Administrator Brazel introduced Anya Warrington, the city's new Human Resources Director. Administrator Brazel said the Police Chief, Public Works Director, Planning & Community Development Director, Human Resources Director, Finance Director, City Clerk and IT Manager all report directly to him. Collectively they are responsible for running the day-to-day operations of the city.

City Clerk Pugh briefly reviewed she is responsible for the management and disposition of city records, oversight of City Council and Boards and Commission meetings and records, public records requests and contract management, and that the Deputy City Clerk assists with this.

Finance Director Stevens said the Finance Department is responsible for strategic planning, fiscal compliance, treasury management and general accounting, and she reviewed the elements of each. She added in addition to herself the Finance Department includes a Senior Accountant, an Accountant, an Accounts Payable Specialist and an Office Assistant, which is a job share position. The Accounts Payable Specialist also serves as the Deputy City Clerk. Director Stevens then briefly reviewed the responsibilities of each position.

IT Manager Troy Stevens provided an overview of the IT Department which is staffed by himself, a Network Administrator and an IT Support Specialist and their respective responsibilities. He briefly reviewed the current structure of the city's network and the projected structure which will be established as part of the new Police Department build out. Manager Stevens then provided an overview of the primary productivity software that the City uses, as well as some of the major projects his department is working on. Manager Stevens encouraged Councilmembers to reach out to him and his department with questions or if they need help with their telephones or computers.

Councilmember Tageant asked that IT look into offering councilmembers an option to use an I-phone or an Android telephone.

There being no further business the meeting was adjourned at 8:22 p.m.

Brett Gailey, Mayor

Kathy Pugh, City Clerk



LAKE STEVENS CITY COUNCIL
STAFF REPORT

Council Agenda

Date: February 11, 2020

Subject: Resolution 2020-02 re Intent Condemn Real Property

Contact

Person/Department: Eric Durpos, Public Works Director **Budget Impact:** N/A

RECOMMENDATION(S)/ACTION REQUESTED OF COUNCIL: Approve Resolution 2020-02 declaring the intent to authorize an action for condemnation of a construction and maintenance easement if necessary to secure a permanent easement replacing the temporary construction and maintenance easement dated November 19, 2019 granted by PK II Frontier Village SC LLC to the City.

SUMMARY/BACKGROUND: The City completed roadway improvements including improvements to a public right-of-way adjacent to a temporary easement dated November 19, 2019 that was granted by PK II Frontier Village SC LLC. These improvements are part of the Village Way Access Road, which provides additional access to the Frontier Village shopping area. The area constituting the easement area was allocated as parking for the Frontier Village businesses.

The property owner requested the City declare an intent to condemn this easement area. The property owner believes by doing so this will pave the way to renegotiate leases with tenants regarding allocated parking that is included as part of their lease agreements so that the easement area can be permanently transferred to the city.

This was discussed at the February 4, 2020 Council workshop meeting and there was consensus to bring this forward on the next consent agenda.

APPLICABLE CITY POLICIES: N/A

BUDGET IMPACT: N/A

ATTACHMENTS:

- Exhibit A: Resolution 2020-02

CITY OF LAKE STEVENS
LAKE STEVENS, WASHINTON

RESOLUTION NO. 2020-02

**A RESOLUTION OF THE CITY COUNCIL OF LAKE STEVENS
DECLARING THE INTENT TO AUTHORIZE AN ACTION FOR
CONDEMNATION OF A CONSTRUCTION AND MAINTENANCE
EASEMENT IF NECESSARY TO SECURE A PERMANENT EASEMENT
REPLACING THE TEMPORARY CONSTRUCTION AND
MAINTENANCE EASEMENT DATED NOVEMBER 19, 2019 GRANTED
BY PK II FRONTIER VILLAGE SC LLC TO THE CITY.**

WHEREAS, the City made certain roadway improvements including improvements to public right-of-way adjacent to the easement area described in the temporary easement document attached hereto between PK Frontier Village SC LLC as Grantor and the City as Grantee dated November 19, 2019; and

WHEREAS, the temporary easement was granted and accepted by the City with the mutual intent of both Grantor and Grantee to allow time, up to six months, for Grantor and Grantee to reach agreement on a permanent easement document; and

WHEREAS, it is appropriate for the City Council to express its intent to the Grantor of the temporary easement and the lessees of the Grantor at the Frontier Village Shopping Center that should other means fail to timely negotiate or otherwise produce a permanent easement to replace the existing temporary easement, the City intends if necessary to authorize by appropriate ordinance the condemnation of a permanent easement,

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

Section 1. Resolution of Intent. The City Council declares its intent to authorize by ordinance the condemnation of a permanent easement on, over, across, under, through, in, upon and above the easement area described in the temporary construction and maintenance easement attached hereto for the purposes described in the temporary easement

Section 2. Further Authority; Ratification. By declaring this intent the City reserves all rights, claims, and causes of action it may have to acquire the desired permanent easement by any other available means other than an action in condemnation..

Section 3. Effective Date. This resolution shall take effect immediately upon its passage and adoption.

PASSED by the City Council of the City of Lake Stevens and APPROVED by the Mayor this
11th day of February 2020.

Brett Gailey, Mayor

ATTEST:

Kathy Pugh, City Clerk

After Signing Return to:

City Clerk
City of Lake Stevens
P.O. Box 257
Lake Stevens, WA 98258-0257

TEMPORARY CONSTRUCTION AND MAINTENANCE EASEMENT

Grantor: PK II Frontier Village SC LLC Grantee: CITY OF LAKE
STEVENS

Legal Description: Section 13 Township 29 Range 05 Quarter NE LAKE STEVENS
SUMMER HOME TRS (RPLT) BLK 003 D-05 - LOT 3 OF "REV TO
FRONTIER VILLAGE SHOPPING CENTER BSP" REC AF NO 200207255002
& 200403295156 & BEINGPTN OF LOTS 2 & 3 EXST PLAT

Tax Parcel No: 004934000300205

THIS INDENTURE is made this 19th day of November, 2019, between **PK
II FRONTIER VILLAGE SC LLC**, hereinafter referred to as "Grantor;" and the **CITY OF
LAKE STEVENS**, a municipal corporation of the State of Washington, hereinafter referred to
as "Grantee",

WITNESSETH:

WHEREAS, the Grantee believes it has a perpetual exclusive right, permit, license and easement to use
and occupy the Easement Area described herein, together with rights of ingress and egress, for the purpose
of maintaining public right-of-way for ingress and egress by the public and by emergency services vehicles
to and from Grantor's property commonly known as Frontier Village, and Grantor and Grantee have failed
to date to execute a written easement document; and

WHEREAS, both parties without waiver of any rights, claims, or defenses both desire to enter into a temporary easement agreement to allow them more time to seek resolution of permanent easement rights and obligations of the City with respect to the Easement Area, agree to the following:

For and in consideration of the mutual benefits to the parties, Grantor does hereby grant to the Grantee, the **CITY OF LAKE STEVENS**, a municipal corporation of the State of Washington, its successors and assigns, and its employees, contractors, agents, permittees and licensees, the exclusive right, permit, license and easement to use and occupy the hereinafter described lands, together with rights of ingress and egress, for the purpose of **maintaining public right-of-way** located on real property adjacent to the easement area, and for any and all purposes incidental to the construction and maintenance of the public right-of-way, over, under, through, across, in, upon and above the hereinafter described lands in the County of Snohomish, State of Washington, as described and depicted in **EXHIBIT A** attached hereto and incorporated herein by this reference (the "Easement Area") for a maximum period of six (6) months (180 days) following the full execution of this instrument.

Grantee's rights include, but are not limited to, Grantee's right to enter upon the Easement Area for the purposes described in this document. Grantee may remove trees, shrubs, brush paving or other materials within the Easement Area whenever necessary to accomplish these purposes pursuant to, and in accordance with, plans for the same that have been approved by Grantor. Any construction, reconstruction, installation, operation, maintenance, repair, replacement, or removal by Grantee shall be at no cost to Grantor and shall be so performed as to interfere as little as possible with the use and enjoyment of the property by Grantor or persons occupying or lawfully on the property.

Grantor, Grantor's heirs, successors, assigns or representatives, shall not construct or maintain any building or other structures or uses upon the above described Easement Area in any manner which unreasonably interferes with the rights of Grantee.

This easement does not obligate the public or Grantee to replace landscaping, fencing, shrubs or trees that may be placed within the Easement Area in the future, and which interfere with Grantee's use of the Easement Area for the purposes described in this document; provided, however, that Grantee shall, at its sole cost and expense, maintain the Easement Area in a neat, clean and sanitary condition at a standard that is the same as other roads in the City of Lake Stevens with similar features, function, and characteristics.

Grantee will not permit any mechanics', materialmen's or other liens to stand against Grantor's property for work or materials furnished in connection with the easement rights or Grantee's work within the Easement Area, and Grantee agrees to defend, indemnify and hold Grantor harmless from the same (including reasonable attorneys' fees).

Grantee agrees to the extent of its negligence in the construction, design, and/or maintenance of the Easement Area during the term of this Temporary construction and Maintenance Easement, to defend, indemnify and save Grantor and its successors and assigns

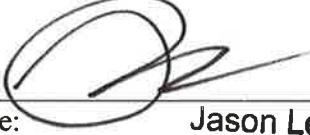
harmless from all liabilities, losses, damages, demands, claims, causes of action or judgments, and expenses incurred in investigating the same or legal fees for the defense of the same, relating to any injury to person, violations of laws (including, without limitation, any claims or causes of action related to the Americans with Disabilities Act) loss of life or damage to property occurring on the Easement Area, or arising out of Grantee's use and occupancy of the Easement Area..

Nothing herein is intended or shall be interpreted to prevent either the Grantee or Grantor during the term of this easement from pursuing any available judicial or administrative remedy to determine the parties permanent legal rights and obligations with respect to the Easement Area.

The covenants herein shall run with the land and shall be binding on the Grantors, their heirs, successors and assigns during the term of this Temporary construction and Maintenance Easement which shall terminate upon the earlier of the following events to occur: (a) conclusion of the term of easement term; (b) execution and recording of a permanent easement; or(c) a final judgment of a court of law determining the parties rights and obligations with respect to the Easement Area.

DATED this 19th day of November, 20 19.

PK II Frontier Village SC LLC
By: KRCX Washington Realty, LLC, sole member

By: 
Name: Jason Lee
Title: Vice President

CITY OF LAKE STEVENS

By: 
Name: John Spencer
Title:

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

ACKNOWLEDGMENT

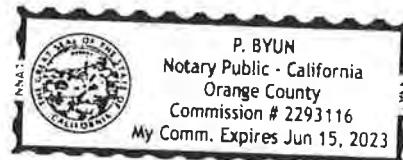
STATE OF CALIFORNIA)) ss:
COUNTY OF ORANGE)

On November 19, 2019, before me, P. Byun, a Notary Public in and for said State, personally appeared JASON LEE, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.


Signature of Notary
(SEAL)



STATE OF WASHINGTON)
) ss.
COUNTY OF SNOHOMISH)

I certify that I know or have satisfactory evidence that _____ is the person who appeared before me, and said person acknowledged that he/she signed this instrument, on oath stated that he/she was authorized to execute the instrument and acknowledged it as the _____ of _____ to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

DATED this _____ day of _____, 20_____.
(Handwritten signature)

(Legibly print name of notary)
NOTARY PUBLIC in and for the State of
Washington, residing at _____
My commission expires _____

Easement Description (EXHIBIT A)

That portion of Lot 3 as shown on the Revision to Frontier Village Shopping Center Binding Site Plan recorded as instrument number 200207255002, records of Snohomish County, Washington, located within the Northeast Quarter of Section 13, Township 29 North, Range 5 East, W.M., Snohomish County, Washington, described as follows;

BEGINNING at the Southwest corner of said Lot 3, thence along the West line of said Lot 3 North 01° 32' 22" East a distance of 36.29 feet;

Thence South 89° 27' 12" East a distance of 79.00 feet;

Thence South 00° 50' 13" West a distance of 32.43 feet;

Thence North 85° 23' 41" West a distance of 11.47 feet;

Thence South 04° 48' 41" West a distance of 6.29 feet to the South line of said Lot 3

Thence along the south line of said Lot 3, North 88° 05' 05" West a distance of 4.50 feet to the northwest corner of Lot 4 of said Binding Site Plan;

Thence continuing along said South line, North 88° 05' 05" West a distance of 63.08 feet to the **POINT OF BEGINNING**;

Containing 2,879 square feet or 0.066 more or less;



N:\Civil3D Projects\55000\Survey\Docs\Legal Descriptions\20180915 EASEMENT.docx

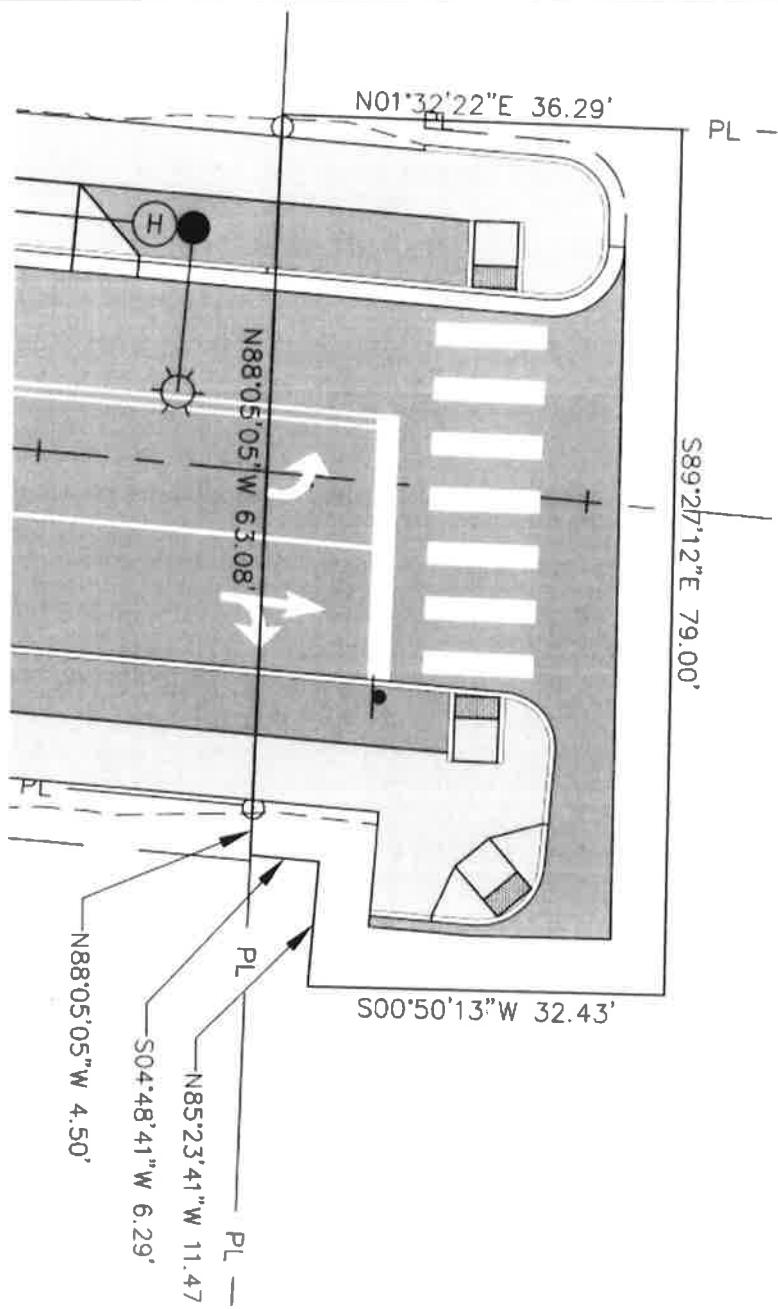


EXHIBIT A-1

To Follow



LAKE STEVENS CITY COUNCIL
STAFF REPORT

Council Agenda Date: February 11th, 2020

Subject: Contract with ZACHOR AND THOMAS Inc.

Contact		Budget
Person/Department:	<u>John Dyer, Chief of Police</u>	Impact: <u>\$12,131</u>

RECOMMENDATION(S)/ACTION REQUESTED OF COUNCIL:

Authorize the Mayor to sign a service contract with ZACHOR & THOMAS for prosecution services.

SUMMARY/BACKGROUND:

The City of Lake Stevens contracts for municipal court prosecution services with ZACHOR & THOMAS Inc. The existing contract expired at the end of December 2019. This is a request for a three-year contract, ending on December 31st, 2022. This contract is generally an update of the existing contract with a few differences:

- Section VI 6.2 was changed to request a new proposed contract by October 1st, 2022. This is so the city can consider any changes in the contract as part of the 2023 budget process. Since this contract was not presented to the city prior to the 2020 budget being concluded, we will have to request a budget adjustment to account for the increase in 2020.
- ZACHOR & THOMAS initially requested a 13% increase from the 2019 contract. The justification for this increase is included in Attachment B. After discussions, they are now requesting an 8% increase from the 2019 contract, from \$142,669 in 2019 to \$154,800 in 2020. Of note is clause 5.1.3 of the contract which allows for Payment Rate Adjustment if filings increase or decrease by in excess of 10%.
- They requested the three-year contract to provide them the ability to look forward as to their planning processes. An expression of their desire for this was the reduction of the percent of increase for the three-year contract. If we do not accept the three-year contract, they will want to renegotiate the cost.

I recommend that the city accept this contract:

- We have contracted with this firm for many years.
- We have been generally happy with the services provided. They have generally been responsive to our needs, open to discussions, and supportive of our efforts. (Even participating in our annual Guns and Hoses event.)
- One point of frustration has been their slow response to our seizure hearings, causing us to store vehicles for long periods of time. In the past six months, in response to concerns

raised by us, they have improved on this. They have recently recommended a hearing examiner they work with regularly, to help further an improvement in this area.

APPLICABLE CITY POLICIES:

BUDGET IMPACT:

- The difference in the budgeted cost of this contract, caused by the increase, which was not considered during the budget process. This amount is \$12,131. This will be brought forward as part of a future budget amendment.

ATTACHMENTS:

- Exhibit A: Contract with ZACHOR & THOMAS
- Exhibit B: Memo from James Zachor on justification for contract increase

EXHIBIT A

CONTRACT FOR LEGAL SERVICES

(Prosecuting Attorney for the City of Lake Stevens)

I. PARTIES

THIS AGREEMENT is entered into this _____ day of February, 2020, by and between the CITY OF LAKE STEVENS, a Municipal Corporation of the State of Washington, (hereinafter referred to as "City"), and the law office of ZACHOR & THOMAS, Inc., P.S., a Personal Services Corporation of the State of Washington (hereinafter referred to as "Prosecuting Attorney").

II. SERVICES OF THE PROSECUTING ATTORNEY

2.1 Primary Services. The Prosecuting Attorney shall serve at the pleasure of the City under the direction of the Mayor and/or City Council. The principal of the Prosecuting Attorney is H. James Zachor, Jr., duly licensed in the State of Washington as Attorneys at Law. Under the supervision of the Prosecuting Attorney, other attorneys may provide assistance to the Prosecuting Attorney as may be necessary. If the Prosecuting Attorney is unable to continue to provide services as required, the Prosecuting Attorney shall provide advance notice so that the City may seek another prosecuting attorney.

2.2 Conflict Services. In the event of a conflict with the Prosecuting Attorney of a case requiring the appointment of a "conflict prosecutor", such shall be the responsibility of the Prosecuting Attorney to provide such substitute coverage, with a qualified and properly licensed State of Washington attorney. However, if such conflict is due to a conflict with the City, the expense of a "conflict prosecutor" shall be the responsibility of the City.

III. QUALITY OF SERVICES

3.1 Ethical Coverage. Prosecuting Attorney shall perform legal services as set forth hereafter in a capable and efficient manner, and in accordance with the professional and ethical standards of the Washington State Bar Association.

3.2 Disciplinary Action. In the event the Prosecuting Attorney is subject of any disciplinary proceeding by the Washington State Bar Association, Prosecuting Attorney shall notify the City in writing of the pendency of said disciplinary proceeding. The City may, in its discretion, make its own inquiry concerning the said disciplinary proceeding and may, in its judgment, terminate this Agreement on not less than thirty days (30) notice.

IV. SERVICES PROVIDED

4.1 Scope of Work. The scope of work shall include all services and material necessary to accomplish the above-mentioned objectives in accordance with the Scope of Work that is marked as Attachment A, attached hereto and incorporated herein by this reference;

V. FEES AND COSTS

5.1 Payments. The consultant shall be paid by the City for completed work for services rendered under this Agreement as provided hereinafter. Such payment shall be full compensation for work performed or services rendered and for all labor, materials, supplies, equipment and incidentals necessary to complete the work, and shall consist of the following:

5.1.1 Base Rate. The Prosecutor/Consultant shall receive a monthly retainer of \$12,900.00 per month for performance of those duties set forth in Attachment A, Scope of Work, except where otherwise noted;

5.1.2 Hourly Rate. Services performed outside the scope of work described in Attachment A, or which may be mutually agreed upon to be added at a later date, or additional court calendars including preparation and appearance time, shall be in addition to the base rate set forth in paragraph 5.1.1. Absent a separate agreement, those services shall be billed at a rate of ONE HUNDRED SEVENTY-FIVE DOLLARS (\$175.00) per hour. Any Rules of Appeal of Decisions of Courts of Limited Jurisdiction (RALJ) case filed in Superior Court shall be billed at the rate of ONE HUNDRED SEVENTY-FIVE (\$175.00) per hour, Forfeitures (Drug, Felony or Firearm) shall be billed at a flat rate of \$350.00 per case;

Any other case filed at the Court of Appeals; cases filed at the Supreme Court; cases filed in another Division of the Snohomish County District Court; forfeiture cases filed in courts other than the Marysville Municipal Court, which require the appearance of the Prosecutor; and such other activities agreed to by the City and the Prosecutor/Consultant, shall be billed at TWO HUNDRED FIFTY (\$250.00) per hour. The Consultant shall obtain written approval from the City prior to pursuing appeal of any matter beyond the Superior Court.

5.1.2 Fees Review. The schedule of fees provided for in paragraph 2.1 and 2.2 shall apply for the contract period reflected in Article 4. Should the court substantially alter the requirement of the Consultant, the Consultant shall provide notification to the City. Changes in fees shall be proposed by the Consultant to the Mayor. Any changes must be mutually agreed to by the Mayor and the Consultant, and then must be approved by the Lake Stevens City Council. Upon acceptance by all parties, the changes will be made a part of this Agreement.

5.1.3 Payment Rate Adjustment. The base rate shall be increased on January 1st, 2021 by 3%, and on January 1st 2022, by 4%. This shall take into account the cost of doing business as well as the cost of nominal filing increases, increases in legal research costs and malpractice. Should the filings exceed a 10% increase or decrease per calendar year, the parties may renegotiate the terms of this fee.

5.1.4 Costs. The City shall be the sole obligor and shall pay all witness fees, expert witness fees (including but not limited to Speed Measuring Device Experts), transcripts and document fee's and interpreter' fees determined to be necessary by the Consultant in the

preparation and disposition of its cases. The City shall approve all other anticipated fees, before such expense is incurred. The City will not unreasonably delay in granting approval of such expenses. The City further agrees to hold the Consultant harmless from such expenses and costs as set forth hereinabove.

5.1.5 Assistant Prosecutors. The City contracts with the Consultant for a monthly fee for prosecutor services. Should the Consultant be absent, it shall be the responsibility of the Consultant to provide substitute coverage with a properly licensed State of Washington attorney, who has been previously approved by the Court.

If a “Conflict Prosecutor” is required, such “Conflict Prosecutor” shall be approved by the City through its Court. The City is responsible for any costs associated with the Conflict Prosecutor”, where there is an actual conflict with the City.

5.2 Payment Terms. Fees and costs are due from the City upon billing by the Prosecuting Attorney. A service charge shall accrue at the rate of 12% per annum (1% per month) and be added to any balance remaining unpaid sixty day (60) after statement date.

5.3 Fee Review. The schedule of fees provided for in paragraph 5.1 shall apply for the contract period reflected in Article VI. Changes in fees, if any, shall be proposed by the Prosecuting Attorney and any changes, if any, to the fee structure and budget process approved by the City Council shall, upon acceptance by the Prosecuting Attorney, be made a part of this Agreement.

If no proposals to the fee retainer are made, effective January 1st of each year, the Prosecuting Attorney shall receive an annual cost of living increase at the rate of 4%.

VI. CONTRACT PERIOD

6.1 Term. This contract shall commence on the 1st day of January, 2020 and shall continue through the 31st day of December, 2022.

6.2 Renewal. The Prosecuting Attorney shall submit a proposed contract for the calendar year 2023, on or before the 1st day of October 2022, unless otherwise agreed. It is anticipated that negotiations for renewal of this contract will take place prior to the expiration of 2022, provided, however, that if no negotiations shall occur, this contract shall be renewed automatically for one calendar year subject to the same terms and conditions set forth herein, provided that there is no written opposition from either party. The City also retains the right to solicit other proposals for the Prosecuting Attorney at any time.

6.3 Termination. This contract may be terminated by the City or the Prosecuting Attorney upon ninety (90) days advance notice in the event that it shall be determined that the quality of legal services provided by the Prosecuting Attorney and/or the support by the City does not meet the requirements set forth herein.

VII. COLLECTION COSTS.

7.1 In the event a party breaches this Contract, the prevailing party shall be entitled to recover reasonable attorney's fees and costs associated with enforcing their rights herein. The parties acknowledge that venue shall be in the Snohomish County Superior Court.

VIII. INSURANCE AND HOLD HARMLESS

8.1 Liability Insurance. That during the life of this contract, the Prosecuting Attorney shall maintain professional liability and malpractice insurance that shall provide coverage for anyone acting for or on behalf of the Prosecuting Attorney in the performance of this contract, unless the acting attorney carries his or her own policy consistent with the Prosecuting Attorney. Such insurance shall be obtained from any insurance company authorized to do business as such in the State of Washington and shall have minimum policy limits of ONE MILLION DOLLARS (\$1,000,000.00).

8.2 Acting Within Scope. To the extent provided by law and irrespective of any insurance required of the Prosecuting Attorney, the Prosecuting Attorney shall defend and indemnify the City from any and all claims arising out of or in any way relating to this Agreement; provided, however, requirements of this paragraph shall not apply to that portion of such claim that reflects the percentage of negligence of the City compared to the total negligence of all persons, firms, or corporations that resulted in the claim.

8.3 Conduct of City. Nothing herein shall be interpreted to require the Prosecuting Attorney to indemnify the City, its officers, agents or employees from loss, claim or liability arising from negligent, wrongful or tortious conduct of the City, its officers, agents or employees.

8.4 Conduct of the Prosecuting Attorney. So long as the Prosecuting Attorney is acting within the scope of this contract and in accord with its ethical responsibilities under the provisions of the Rules of Professional Conduct, it shall be entitled to legal defense and representation as an official of the City. Nothing herein shall be interpreted to require the City to indemnify the Prosecuting Attorney, its officers, agents or employees from loss, claim or liability arising from negligent, wrongful or tortious conduct of the Prosecuting Attorney, its officers, agents or employees.

IX. AFFIRMATIVE ACTION

9.1 Non-Discrimination in Employment. During the performance of this Contract, the Prosecuting Attorney shall comply with the Washington "Law Against Discrimination" (Chapter 49.60 RCW) and should any part of the performance contemplated hereunder be financed by federal funds, the Prosecuting Attorney shall comply with all applicable federal laws against discrimination in employment. Satisfactory performance of this clause by the Prosecuting Attorney shall include but not be limited to the following:

X. NOTICES

10.1 Notices. If any notice is required or desired to be given under this contract, such shall be deemed given if such is sent in writing by certified mail to his/her office, in the case of the Prosecuting Attorney, or Office of the Mayor, in the case of the City.

10.2 Entire Contract. This Contract contains the entire understanding of the parties. It may be changed by an agreement in writing signed by the party against whom enforcement of any waiver, change or modification, extension or discharge is sought.

IN WITNESS WHEREOF the parties have executed this Agreement on the _____ day of February 2020.

CITY OF LAKE STEVENS

ZACHOR & THOMAS, INC., P.S.

Brett Gailey, Mayor

H. James Zachor, Jr., WSBA #6327

ATTEST/AUTHENTICATED:

Kathy Pugh, City Clerk

APPROVED AS TO FORM:

Greg Rubstello, WSBA #6271
City Attorney

Attachment A
SCOPE OF WORK

The Consultant shall provide the following services, which are included in the monthly retainer:

1. Review police incident reports for determination of charging;
2. Maintain all current cases in an appropriate filing system;
3. Review and remain familiar with filed criminal misdemeanors and gross misdemeanor case;
4. Interview witnesses as necessary in preparation of prosecution cases;
5. Respond to discovery requests, make sentence recommendations and prepare legal memorandum when necessary;
6. Prepare cases for trial, including the issuance of witness subpoenas (for service by the Police Department, when applicable), conduct evidence retrieval (with the assistance of the Police Department and other City agencies), and prepare jury instructions as necessary;
7. Represent the City at all arraignments, pretrial hearings, motion hearing, in-custody hearings, and trials on currently scheduled court days (based on the 2020 court calendar);
8. Prosecute contested code and traffic infraction violations in which an attorney has entered a notice of appearance or where a police officer or Speed Measuring Device expert has been subpoenaed;
9. Represent the City on potentially dangerous dog and dangerous dog appeals;
10. Represent the City at all impound/tow hearings;
11. Be available to the Police Department for questions at reasonable times, by providing appropriate telephone number, cell phones numbers, e-mail addresses, and voice mail access. Calls shall be returned as soon as practicable. And at a time and date to be mutually agreed upon by the parties the Consultant shall conduct yearly training with the Police Department.
12. Provide periodic feedback to the Chief of Police regarding the performance of the City's police officers in the discharge of their duties and other matters of mutual concern;
13. Hold office hours at the Lake Stevens Police department one day per month for two hours per day.

Attorneys at Law:
H. James Zachor, Jr.
James M. Zachor
Yelena Stock
Chad Krepps
Jeffrey Leeper
Katrina Donovan
Hana Lee
Sara Anderson

Legal Assistants:
Erin M. Ortega
Susan E. Bolles
Lucas E. Bolles
Alisa Das

Zachor & Thomas, Inc., P.S.

Prosecuting Attorneys

The Sunset Building
23607 Highway 99, Suite 1D
Edmonds, WA 98026
Tel. 425.778.2429
FAX 425.778.6925

City of Arlington
City of Edmonds
City of Lake Stevens
City of Lynnwood
City of Mill Creek
City of Monroe
City of Mukilteo
City of Sultan
Town of Woodway

January 7, 2020

To: Chief John Dyer, Lake Stevens Police Department

RE: *Proposed cost increase*

Zachor and Thomas, Inc., P.S. is proposing an increase in its retainer for prosecution services for the City of Lake Stevens. This increase is approximately 13% above the previous contract amount. The two main reasons behind this increase are 1) significant increase in criminal case filings; and 2) current contract has only accounted for cost of living increase for the past 5+ years.

The proposed increase of approximately 13% is primarily due to the significant increase in the number criminal filings for the last few years. Attachment A is a list of all criminal case filings obtained from Marysville Municipal Court from 2009-2019. Beginning approximately 2012, the City of Lake Stevens stopped filing Driving with a suspended 3rd Degree cases (opting to cite drivers for civil infraction of No Valid Operator's License in w/o ID). Lake Stevens saw a decrease in criminal filings as a result of this policy change (filings reducing from 525 in 2012, 461 in 2013, and to a low in 2014 of 376). While the Department has continued that policy through 2017, the Department filed 453 criminal cases. From 2014 until 2017, the department has seen a steady increase in criminal filings (approximately 20-50 cases per year). For the last two years, the City has experienced a significant increase in the number of criminal case filings of 579 cases in 2018 (approximately 22% increase from 2017) and 592 cases in 2019 (23% increase from 2017).

Finally, in addition to the significant increase in criminal filings, the current contract (and addendums for the last since approximately 2014) has not taken into account the increase in filings. The contracts have only accounted for the increase in the cost of living expenses (3-4%). The proposed increase takes into account both the increase in the cost of living but also the increase in

Attorneys at Law:
H. James Zachor, Jr.
James M. Zachor
Yelena Stock
Chad Krepps
Jeffrey Leeper
Katrina Donovan
Hana Lee
Sara Anderson

Legal Assistants:
Erin M. Ortega
Susan E. Bolles
Lucas E. Bolles
Alisa Das

Zachor & Thomas, Inc., P.S.

Prosecuting Attorneys

**The Sunset Building
23607 Highway 99, Suite 1D
Edmonds, WA 98026**

**Tel. 425.778.2429
FAX 425.778.6925**

City of Arlington
City of Edmonds
City of Lake Stevens
City of Lynnwood
City of Mill Creek
City of Monroe
City of Mukilteo
City of Sultan
Town of Woodway

the number of filings. The proposed increase also makes Zachor and Thomas's fee structure consistent with our other jurisdictions.

I am happy to provide further information or answer any questions or concerns regarding the proposed contract for prosecution services. Our office is privileged to have represented the City of Lake Stevens as its prosecutor and looks forward to our continued working relationship.

Very Truly Yours,



James M. Zachor, WSBA 41688
Zachor and Thomas, Inc., P.S.
23607 Hwy 99, Suite 1D
Office: 425-778-2429
LEO Line: 425-778-2122
Direct Line: 425-480-5243
Email: jmz@zachorthomas.com

Attorneys at Law:
H. James Zachor, Jr.
James M. Zachor
Yelena Stock
Chad Krepps
Jeffrey Leeper
Katrina Donovan
Hana Lee
Sara Anderson

Legal Assistants:
Erin M. Ortega
Susan E. Bolles
Lucas E. Bolles
Alisa Das

Zachor & Thomas, Inc., P.S.

Prosecuting Attorneys

**The Sunset Building
23607 Highway 99, Suite 1D
Edmonds, WA 98026**

**Tel. 425.778.2429
FAX 425.778.6925**

City of Arlington
City of Edmonds
City of Lake Stevens
City of Lynnwood
City of Mill Creek
City of Monroe
City of Mukilteo
City of Sultan
Town of Woodway

Attachment A

Lake Stevens Criminal filings 2009-2019

2009 – 678
2010 – 639
2011 – 558
2012 – 525
2013 – 461
2014 – 376
2015 – 395
2016 – 443
2017 – 453
2018 – 579
2019 - 592



This page left blank intentionally



LAKE STEVENS CITY COUNCIL
STAFF REPORT

Council Agenda

Date: February 11, 2020

Subject: Interlocal Agreement to Assess Expanding Monroe Municipal Court Services to Cities of Lake Stevens and Sultan

Contact		Budget	
Person/Department:	<u>Gene Brazel, City Administrator</u>	Impact:	<u>\$8,415</u>

RECOMMENDATION(S)/ACTION REQUESTED OF COUNCIL: Authorize the Mayor to enter into an Interlocal Agreement between the Cities of Monroe, Lake Stevens and Sultan to Assess Expanding the Monroe Municipal Court to Provide Contract Services to the Cities of Lake Stevens and Sultan.

SUMMARY/BACKGROUND: The City of Monroe is interested in evaluating program strategies to improve existing Municipal Court outcomes and alternative service provision models for adult infraction and misdemeanor court and probation services and is planning to hire consultants to complete an assessment, including possibly expanding court services to Lake Stevens and Sultan.

Lake Stevens currently contracts for municipal court services with the City of Marysville and is interested evaluating other options to ensure that the City is receiving the highest level of court services for its users. The City of Monroe has approached both Lake Stevens and Sultan with the idea of expanding its court services to include neighboring municipalities and is proposing the cities enter into this ILA to complete an assessment evaluating the pros and cons of City of Monroe providing court services to Lake Stevens and Sultan.

In reviewing the proposal, Lake Stevens estimates it would use court services two times a week if offered.

The cost of the assessment is not to exceed \$51,000, with Monroe paying 67% of the cost (\$34,170) and Sultan and Lake Stevens each paying 15.5% of the cost (\$8,415).

This was previously reviewed with Council at the January 21, 2020 Workshop meeting and there was Council consensus to bring this forward for approval on the February 11, 2020 Consent Agenda.

APPLICABLE CITY POLICIES:

BUDGET IMPACT: \$8,415

ATTACHMENTS:

- Exhibit A: Interlocal Agreement

INTERLOCAL AGREEMENT

BETWEEN THE CITIES OF MONROE, LAKE STEVENS AND SULTAN
TO ASSESS EXPANDING THE MONROE MUNICIPAL COURT
TO PROVIDE CONTRACT SERVICES
TO THE CITIES OF LAKE STEVENS AND SULTAN

WHEREAS, the City of Monroe wishes to evaluate program strategies to improve existing Municipal Court outcomes and alternative service provision models for adult infraction and misdemeanor court and probation services; and

WHEREAS, the City of Monroe plans to hire consultants to assess four service provision options including expanding the Monroe Municipal Court to provide contract services to other municipalities; and

WHEREAS, the cities of Lake Stevens and Sultan are interesting in evaluating the costs and benefits of contracting with the City of Monroe for Municipal Court services; and

WHEREAS, the Parties, comprising of the cities of Monroe, Lake Stevens and Sultan, (Participants), wish to enter into this interlocal agreement (Agreement) as authorized under RCW to share the cost of assessing the pros and cons of expanding the Monroe Municipal Court (the Study) to provide contract court services to Lake Stevens and Sultan including court staff, municipal judge pro tem, jury and witness fees, interpreter services, and overhead and support costs; and

WHEREAS, all entities are duly organized and operating under and by virtue of the laws of the State of Washington.

NOW, THEREFORE, in consideration of the terms, conditions, covenants stated and the performance to be rendered, the Participants agree as follows:

Section 1. Purpose and Authority.

This Agreement is based upon the authority of RCW 39.34.030, which allows for public agencies to cooperate and jointly exercise their powers in ways that provide the most efficient use of resources. The Participants agree that this Agreement should be liberally construed to effectuate the purpose of this Agreement, which is to proportionately share the cost of hiring independent professional consultants to assess expanding the Monroe Municipal Court to provide contract services to the cities of Lake Stevens and Sultan.

Section 2. Scope of Agreement.

The City of Monroe will commission the Study under which the consultants will conduct an impartial, third-party, data-driven evaluation of the costs and benefits to expand the Monroe Municipal Court to provide contract services to the cities of Lake Stevens and Sultan as set forth

in Exhibit A, in accordance with the Completion Schedule set forth in Exhibit B.

Section 3. Cost sharing and Agency.

1. The Participants will share the cost to fund the Study in an amount not to exceed fifty-one thousand dollars (\$51,000). The City of Monroe will pay 67% of the total cost of assessing service provision options. The cities of Lake Stevens and Sultan will each pay 16.5% of the total cost.
2. The City of Monroe will serve as the Participants' fiscal agent for the limited purpose of commissioning and administering the Study. The City of Monroe will, by contract, require the selected consultants to submit sufficiently detailed invoices to the City of Monroe on a monthly basis, and will remit payment to the consultants therefore. The City of Monroe will then submit monthly invoices to the cities of Lake Stevens and Sultan with such invoices split among the Participants as set forth in Section 3.1 above.

Section 4. Duration and Termination.

1. This Agreement will be in force and effect on February 14, 2020 and remain in effect until the later of December 31, 2020 or the date upon which the Study is completed, or until terminated by any Participant as provided for in Section 4.2 below.
2. Any Participant may terminate this Agreement, prior to its expiration, by providing the other Participants at least 60 calendar days prior written notice. Such notice must state the grounds for the termination if termination is before the Study is complete. The terminating Participant shall be responsible for paying its allocated share of invoices, as applicable pursuant to Section 3 above, for services performed prior to the effective date of termination.

Section 5. Additional Terms and Conditions.

1. Relationship of the Participants: No agent, official, employee, or representative of the Participants is an officer, employee, agent, or representative of the other for any purpose.
2. Review and Joint Board (Steering Committee): The terms and operations of this Agreement will be reviewed by the Steering Committee as needed unless otherwise agreed by Participants. The purpose of the review is to assure that the objectives of this Agreement are being met. The Steering Committee will be composed of the Monroe City Administrator, the Lake Stevens City Administrator, and the Sultan City Administrator or representatives thereof. This committee may be supported by staff from any Participant with the consent of that Participant.

Section 6. Indemnification.

To the fullest extent allowed by law, each Participant will be solely and entirely responsible for its own acts/omissions and for the acts/omissions of its agents, officials, employees, or representatives. Each Participant shall further defend, indemnify and hold the other

Participants, their officers, officials, employees and volunteers harmless from and against any and all claims, injuries, damages, losses or suits including attorney fees, arising out of or resulting from the acts, errors or omissions of the first Participant in its performance of this Agreement.

It is further specially and expressly understood that the indemnification provided herein constitutes each Participant'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 Participants.

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

Section 7. Non-Payment and Other Defaults.

In the event of any default hereunder, upon thirty (30) calendar days written notice by any Participant with regard to failure to make any payment required, and if the same is not cured within sixty (60) calendar days, then the requesting Participant is entitled, without further notice or demand, to give notice of termination as set forth in Section 4 Duration and Termination, including any other remedy granted at law or in equity.

Section 8. Severability.

If any provision of this Agreement is held to be in conflict with existing state statute or any future amendment thereof, such provisions are severable, and the remaining provisions of this Agreement remain in full force and effect.

Section 9. Notice.

Any notice required to be given by any Participant to the other will be deposited in the United States mail, postage prepaid, addressed:

To the City of Monroe at:
City Administrator
806 West Main Street
Monroe WA 98292

To the City of Lake Stevens at:
City Administrator
Post Office Box 257
Lake Stevens, WA 98258

To the City of Sultan at:
City Administrator
PO Box 1199
Sultan, WA 98294

Or at such other address as any Participant may designate to the other in writing from time to time. All notices to be given with respect to this Agreement must be in writing. Every notice is

deemed to have been given at the time it is deposited in the United States mails in the manner prescribed herein. Nothing contained herein will be construed to preclude personal service of any notice in the manner prescribed for personal service of a summons or other legal process. Nothing in this provision is intended to apply to informal communications that will occur among the Participants.

Section 10. Construction of Agreement.

In the event of a dispute between the Participants as to the meaning of terms, phrases or specific provisions of this Agreement, the authorship of this Agreement will not be cause for this Agreement to be construed against any Participant nor in favor of any Participant.

Section 11. Execution.

This Agreement is executed by each Participant acting with authority granted, where required, by its governing body. This Agreement may be executed in counterpart originals. A copy of each such executed counterpart original will be delivered to each Participant upon that Participant's execution of a counterpart original.

Section 12. Administration.

This Agreement will be jointly administered by the Participants. This Agreement does not create any separate legal or administrative entity. However, nothing in this Agreement is intended to prevent or otherwise interfere with discussions or decisions that may be made by the Participants. Further, the Participants understand and agree that there will be communication between the Participants to effectuate the terms of this Agreement.

Section 13. Financing: Budget.

This Agreement does not contemplate a joint budget.

Section 14. Applicable Law and Venue.

This Agreement will be governed by and construed in accordance with the laws of the State of Washington. The venue for any court action will be in Snohomish County in any court with jurisdiction. The substantially prevailing party in any such action shall be entitled to an award of its reasonable attorneys' fees and costs.

Section 15. Compliance with Other Law.

The Participants will comply with all applicable state and federal law, including without limitation those regarding contracting, labor relations, minimum and prevailing wage, open public meetings, public records, ethics, and nondiscrimination.

Section 16. Waivers.

Failure to insist upon strict compliance with any terms, covenants or conditions of this Agreement are not a waiver of such, nor does any waiver or relinquishment of such right or power at any time be taken to be a waiver of any other breach.

Section 17. Files.

All files and other documents created and/or maintained by a Participant relating to this

Agreement or the services provided pursuant to this Agreement shall belong to that Participant. On request, such files will be made available for review by the other Participant through a duly authorized representative from either Participant during normal business hours.

Section 18. Public Records Requests.

Each Participant is responsible for timely and adequately responding to any requests for records addressed to it under the Public Records Act.

Section 19. Challenge.

The entry into this Agreement will not be construed to be a waiver or abandonment of any defense or claim either Participant may have against the other.

Section 20. Listing; Filing.

In accordance with RCW 39.34.040, the City of Monroe shall list this Agreement by subject on the City of Monroe website or, alternatively, file a copy of this Agreement with the Snohomish County Auditor's Office.

IN WITNESS WHEREOF, the parties hereto have executed this agreement as of the day and year first above written.

CITY OF LAKE STEVENS:

By: _____

Title: _____

CITY OF MONROE:

Geoffrey Thomas, City Mayor

ATTEST/AUTHENTICATED:

Cheri Hurst, Authorized Designee of the City Clerk

Exhibit A

Scope of Work

Assessment of the Court needs of Lake Stevens and Sultan:

- Historical, current and projected caseload
- Desired court and customer service requirements moving forward
- Implications for current and projected workload of court
- Implications of court service changes on the cost and operation of police, public defense, prosecution and jail services
- Implications for capacity of current Monroe facilities and technology

Interviews and Site Visits

On site, questionnaire based and/or phone interviews will be conducted with City and County officials and staff and additional stakeholders identified by the parties at the request of the consultant team. Jurisdictional interests including scope of service requirements, customer service expectations, service demand, cost limitations, funding and alternative cooperative arrangements will be explored in the interviews.

II. Products

The following products are anticipated:

- 1) A draft report for approval by the project coordinator in the form of a graphic report and any needed appendices that can be adapted for web publication and/or Power Point presentations to elected officials.
- 2) A final graphic report. Final report in the form of a graphic report and any needed appendices delivered within 10 days from receipt of final comments on the draft from the project coordinator.
- 3) Three presentations to designated groups of the report's findings.

III. Participant Responsibilities

Each Participant shall provide at least one staff person to work with the consultant team to gather data, schedule interviews and arrange any interview logistics, provide introductory and any follow up material to interviewees and other reasonable logistical support.

The Participants will provide introductions of the consultant team and the study to interviewees and other appropriate county and city officials in Snohomish County and Marysville. **The City of Monroe will request from Snohomish County within two weeks of consultant contract execution a cost estimate for providing District court and probation services to the cities.**

EXHIBIT B

COMPLETION SCHEDULE

1. Kick off meeting (Confirm scope, study questions, basic information, data asks, interview list and schedule) – January 2020
2. On-site/phone/questionnaire interviews, follow up and data gathering (26 to 36 interviews) – January- February 2020
3. Potential and existing site visits, space plan analysis and data/photos – February-March 2020
4. Collection of quantitative data and analysis of data and interview material – March-April 2020
5. Draft Report – April-May 2020
6. Final Report – May-June 2020
7. Three presentations of report to groups designated by clients - 20 hours (includes preparation) April-June 2020



LAKE STEVENS CITY COUNCIL
STAFF REPORT

Council Agenda Date: February 11, 2020

Subject: Code amendment of subdivision regulations (LUA2019-0129)

Contact

Person/Department: Russ Wright, Comm. Development Director **Budget Impact:** None

RECOMMENDATION(S)/ACTION REQUESTED OF COUNCIL:

1. Conduct a public hearing to take public comment on the proposed code amendments

Requested Action:

2. Approve Ordinance 1069 amending the city's subdivision regulations.

BACKGROUND ON CODE AMENDMENT PROCESS

The city initiated this code amendment to restructure subdivision regulations into one cohesive chapter and revise the Cluster Subdivision Code, Unit Lot Subdivision and Planned Residential Development code sections as necessary (**Attachment 1**). This code amendment is one of the phases of amendments related to the Land Use Advisory Committee process and responsive to House Bill 1923 to increase building supply within the city.

A Determination of Non-Significance (DNS) was issued on September 7, 2019; no comments or appeals were received. The code amendment was sent to the Washington State Department of Commerce for expedited review. Expedited review was granted on September 23, 2019.

The Planning Commission was briefed on the draft code September 18, 2019 and held a public hearing on December 4, 2019. The Commission held the hearing open until January 22nd to allow staff time to respond to specific questions presented at the hearing and make additional changes. At the public hearings, the Planning Commission heard public comments and discussed proposed amendments. The Planning Commission requested that staff make some slight changes to the proposed regulations. Staff included clarifications to definitions for townhomes, street orientation, stormwater requirements and bonding citations as requested by the City Council following its January 14, 2020 meeting. Additional changes were made based on written comments from the MBA to clarify bonuses and recognize easements and buffers in different code sections. The Planning Commission forwarded a recommendation that the City Council approve the proposed revisions to the subdivision code (**Attachment 2**).

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

- Chapter 14.18 currently contains two parts, Subdivisions and Binding Site Plans. The chapter will now include two additional parts, Boundary Line Adjustments and Alternative Subdivisions. Alternative Subdivisions (Part IV) include Planned Residential Developments (PRD), Cluster Subdivisions and Unit Lot Subdivisions.

- Increasing the impervious surface allowance in the R6 (Urban Residential) zoning district from 40% to 55%.
- The PRD section is the section undergoing the most change. PRDs are a type of development that allows greater flexibility to the zoning standards in exchange for a higher quality design and more common amenities. Changes to the PRD code include:
 - A density bonus of 20% with relaxation of some dimensional standards
 - An allowance for “tiered” development based on density.
 - A requirement to have a diverse set of house and townhouse plans/elevations.

FINDINGS AND CONCLUSIONS:

1. Compliance with elements of the Comprehensive Plan

- Land Use Element Policy 2.3.2 – Preserve and promote the character of existing neighborhoods through thoughtful development regulations and design standards.
- Land Use Element Goal 2.2 – Achieve a well balanced and well-organized combination of residential, commercial, industrial, open space, recreation and public uses.
- Land Use Element Policy 2.3.4 – Maintain development regulations to promote compatibility between uses; retain desired neighborhood character; ensure adequate light, air and open space; protect and improve environmental quality; and manage potential impacts on public facilities and services.
- Housing Element Goal 3.1 – Provide fair and equal access to a range of housing types and choices to meet the existing and project housing needs of all Lake Stevens residents regardless of income level or demographic status.
- Housing Element Policy 3.1.3 – Allow diverse subdivision methods including short subdivisions, formal subdivisions, cluster subdivisions, planned residential developments and units lot subdivisions to create buildable lots throughout the city.

Conclusions – The proposed code amendments are consistent with Comprehensive Plan goals as they relate to the subdivision process and regulation.

2. Compliance with the State Environmental Policy Act (SEPA) (Chapter 97-11 WAC and Title 16 LSMC)

- A DNS was issued on September 7, 2019.
- No comments or appeals from agencies or the public were received regarding the SEPA determination.

Conclusions – The proposed code amendment has met local and state SEPA requirements.

3. Compliance with the Growth Management Act (RCW 36.70A.106)

- The city requested expedited review from the Department of Commerce on September 6, 2019.
- The Department of Commerce sent granted approval on September 23, 2019.
- Staff will file the final ordinance with the Department of Commerce within 10 days of City Council action.

Conclusions – The proposed code amendment has met Growth Management Act requirements.

4. Public Notice and Comments

- The city published a notice of SEPA determination on September 7, 2019.
- The city published a notice of public hearing in the Everett Herald on November 20 and November 27, 2019. The notice was also posted at City Hall and on the city's website.
- All public comments received were reviewed.

Conclusions – The city has met public notice requirements per Chapter 14.16B LSMC.

BUDGET IMPACT: None

ATTACHMENTS:

1. Ordinance 1069
2. Planning Commission Recommendation

ATTACHMENT 1

CITY OF LAKE STEVENS
LAKE STEVENS, WASHINGTON

ORDINANCE NO. 1069

AN ORDINANCE OF THE CITY OF LAKE STEVENS, WASHINGTON, TO RESTRUCTURE SUBDIVISION REGULATIONS INTO ONE COHESIVE CHAPTER INCLUDING MINOR REVISIONS TO CHAPTER 14.18 LSMC – PART I SUBDIVISIONS; MINOR REVISIONS TO CHAPTER 14.18 LSMC – PART II BINDING SITE PLANS; ADDING CHAPTER 14.18 LSMC – PART III LSMC BOUNDARY LINE ADJUSTMENTS; ADDING CHAPTER 14.18 LSMC – PART IV LSMC ALTERNATIVE SUBDIVISIONS; MINOR REVISIONS TO CHAPTER 14.44 AND 14.48 LSMC; PROVIDING FOR SEVERABILITY AND EFFECTIVE DATE.

WHEREAS, Washington State has adopted the Growth Management Act and requires local governments to adopt comprehensive plans and implementing regulations; and

WHEREAS, The City Council has been reviewing updated zoning requirements for the city to accommodate missing middle housing and state changes made through House Bill 1923 that require cities to consider flexible tools to promote efficient and affordable housing options as reflected through the adoption of revised Cluster Subdivision and Planned Residential Development requirements; and

WHEREAS, Staff created an outreach program to discuss these issues with an advisory committee comprised of interested citizens and industry constituents and the City Council and the Planning Commission have been briefed on the project multiple times; and

WHEREAS, on September 7, 2019, the City's SEPA Responsible Official complied with the State Environmental Policy Act (SEPA) by issuing a Determination of Nonsignificance (DNS) for the proposed amendments; and

WHEREAS, on September 23, 2019, the Department of Commerce granted expedited review of the proposed code amendments; and

WHEREAS, on December 4, 2019 and continued to January 22, 2020, the City held a duly noticed public hearing with the Planning Commission to discuss the proposed code updates and amendments; and

WHEREAS, the Planning Commission adopted Findings, Conclusion and a Recommendation to the City Council which is attached hereto (Exhibit A) and incorporated by this reference; and

WHEREAS, on February 11, 2020, the City held a duly noticed public hearing with the City Council to review the proposed code updates and amendments; and

WHEREAS, the City Council has determined that it is in the public interest and in furtherance of the public health and welfare to adopt the proposed code updates and amendments, as set forth below.

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

SECTION 1. The City Council hereby makes the following findings:

- A. This ordinance amending the City's municipal code changing subdivision and zoning regulations was sent to the Washington State Department of Commerce for expedited review on September 6, 2019 as required by the Growth Management Act and received approval on September 23, 2019.
- B. The requirements of Chapter 14.16C.075 LSMC for land use code amendments have been met.
- C. As required by LSMC 14.16C.075(f), the adoption and amendment of codes are consistent with the Comprehensive Plan, comply with the Growth Management Act and serve to advance the public health, safety and welfare.
- D. The adoption of revised cluster subdivision and planned residential development regulations furthers the city's commitment to providing varied housing options pursuant to House Bill 1923.
- E. The Findings of Fact, Conclusions and Recommendation of the Planning Commission attached hereto is hereby approved and adopted by the City Council as its own (**Exhibit A**).

SECTION 2. Chapter 14.18 LSMC – Part I is hereby amended to include the revisions to the following sections (all other sections remain unchanged):

1. Update title of Part I to Subdivisions
2. Update LSMC 14.18.030 Application for Final Plat Approval, Subsection (B) to read, "Two draft copies of the following information."
3. Update LSMC 14.18.040 Content of the Final Plat, Subsection (s) to read, "The following declaration: "All conditions of the preliminary plat, embodied within the Form of Decision [recorded in Book ___, Page ___ of the Snohomish County Registry/which is attached hereto as Exhibit ___], shall remain conditions of construction of the public improvements."
4. Update, LSMC 14.18.060 Alterations of Subdivisions, Subsection (d) to read, "If the alteration is requested prior to final plat or final short plat review and signature, a minor alteration may be approved with consent of the Planning Director. A long plat or short plat major alteration shall require consent of the Planning Director as a Type II review for short subdivisions after public notice or the Hearing Examiner as a Type III review for subdivisions after public notice and a public hearing is held. Notice shall be provided of the application for a long plat or short plat alteration to all owners of property within the subdivision or short subdivision, all parties of record, and as was required by the original subdivision or short subdivision application. The Planning Director shall have the authority to determine whether the proposed alteration constitutes a minor or major alteration pursuant to subsection (b) of this section."
5. Update, LSMC 14.18.060 Alterations of Subdivisions, Subsection (f) to read, "If the alteration is requested after filing the final plat or final short plat with Snohomish County, a minor plat alteration may be approved with consent of the Planning Director as a Type II review. If the Planning Director determines that the proposed alteration is a major alteration, pursuant to subsection (b) of this section, then the Planning Director may require replatting pursuant to this chapter. Upon receipt of an application for alteration, notice shall be provided of the application to all owners of property within the subdivision or short subdivision, all parties of record, and as was required by the subdivision or short subdivision plat application. The notice shall establish a date for a public hearing."
6. Strike and Relocate LSMC 14.18.070 to Chapter 14.18 – Part III Boundary Line Adjustments

SECTION 3. Chapter 14.18 LSMC – Part II is hereby amended to include the revisions to the following sections (all other sections remain unchanged):

1. Update LSMC 14.18.160 Acceptance of Site Improvements, to read “All public and private site improvements must be completed and accepted by the City or subjected to a performance security per LSMC 14.16A.180 approved by the department prior to issuing the first building permit for the site, prior to issuing the first building permit for any phase, or prior to issuing a specific building’s certificate of occupancy. Alternatively, the Department may condition the completion of such improvements pursuant to an approved phasing plan.”
2. Update LSMC 14.18.175 Recording with County Auditor, Subsection (b) to read, “Immediately after recording, copies of the recorded binding site plan documents shall be provided to the City. The binding site plan shall not take effect until recorded with the Snohomish County auditor and copies returned to the City.”

SECTION 4. Chapter 14.18 LSMC – Part III is hereby created as follows

Part III. Boundary Line Adjustments

14.18.070200 Boundary Line Adjustments.

- (a) Minor lot line adjustments and lot consolidations are exempt from the subdivision regulations. Minor lot line adjustments to existing legal lots and lot consolidations are permitted when no new lots are created through the process and the adjusted lots must either meet all requirements of this title and/or other City regulations. In the case of existing legal nonconforming lots, the adjustment shall not create a new or greater nonconformity with respect to any City regulations.
- (b) Application for a boundary line adjustment (BLA) is made by submitting to the Planning Director a land use development application, with a survey of the subject property showing existing and proposed lot lines, before and after legal descriptions, owner’s certificate, surveyor’s certificate, and Planning Director’s approval certificate.
- (c) To finalize an approved boundary line adjustment, it shall be recorded with the Snohomish County Auditor’s office no later than one year after final approval has been issued by the Planning Director or the application and approval shall lapse, and a new application must be submitted.
- (d) Recording fees and applicable state fees shall be paid by the applicant. Immediately after recording, copies of the recorded BLA documents shall be provided to the City. The BLA shall not take effect until recorded with the Snohomish County Auditor and copies returned to the City.
- (e) The Director or designee may grant up to a one-year extension of a BLA for good cause, if a written request for extension, including a description of reason for request, is submitted to the Planning Director at least two weeks before approval lapses.
- (f) If the BLA affects more than one property owner, a conveyance document(s) shall be recorded at the same time as the BLA documents. The conveyance document(s) shall establish ownership consistent with the approved, adjusted boundaries.
- (g) When a BLA is recorded subsequent to a record of survey for the same property, the recording number of the record of survey shall be noted on the BLA map.

SECTION 5. Chapter 14.18 LSMC – Part IV is hereby created as follows:

Part IV. Alternative Subdivisions

14.18.300 Planned Residential Developments.

It is intended that a Planned Residential Development (PRD) will result in a higher quality neighborhood that incorporates design for buildings, parks, open space, landscaping, roadways, and other project features; provide flexibility to the property owners; encourage a variety or mixture of housing types; and promotes compatibility with the surrounding neighborhoods. In addition to meeting the other relevant requirements of this title, PRDs must comply with the following:

- (a) The PRD must be located on sites greater than one acre in size within a single-family zoning district.
- (b) The PRD is eligible for a 20 percent density bonus above the allowable density of the underlying zoning district per Chapter 14.48 LSMC.
- (c) Permissible residential uses within a PRD include single-family detached dwellings, duplexes and attached single-family townhomes of three and four units, regardless of the underlying zoning district.
- (d) Alternative development standards may be used through the PRD process, including reduced lot size, width, or setback restrictions for a portion of the lots, subject to the following:
 - (1) At least 60 percent of the PRD lots must be comprised of single-family detached residences using the development standards of the underlying zoning district, subject to the allowed modifications of this section.
 - (2) The PRD may contain graduated densities (i.e., distinct lot patterns representing two or more different zoning districts).
 - i. If the PRD contains graduated densities, then the second graduated density of SFR lots must be designed to achieve the minimum dimensional standards of the next smaller zoning district's lot size and lot width standards.
 - ii. Attached housing portions of a PRD are limited to four units per structure and may not exceed 25 percent of the total PRD dwelling units.
 - (3) Dimensional requirements of the underlying zoning district shall apply within the PRD for each land use proposed, with the following exceptions.
 - i. PRD lot sizes can be reduced up to 25%, with no lots being smaller than 3,600 square feet;
 - ii. PRD lot widths can be reduced up to 25%, with no lots being narrower than 40 feet;
 - iii. PRD lots can have reduce side setbacks up to 25%, with no side setback being less than five feet per side;
 - iv. PRD lots, including lots with attached housing, can have reduced rear setbacks up to 25%, with no rear setback being less than 10 feet; and
 - v. PRD lots with attached housing of three or more units, have no minimum lot size, but must be a minimum 16-feet wide and may have zero-foot internal side setbacks along common walls. Separation between buildings must be a minimum of 10-feet.

- vi. Impervious areas on attached housing lots may be increased on a lot by lot basis, but the entire project may not exceed the impervious area for the underlying zoning district.
- (e) The design of a PRD, including site layout, landscaping, public facilities (e.g., storm drainage, parks, streets, etc.) and building design shall be subject to design review and shall meet the city's adopted Design Guidelines, in addition to the following:
 - (1) Primary building entrances shall be located on the front facades of residences and oriented to the primary street or courtyard depending on the overall PRD design.
 - (2) Facades shall emphasize the pedestrian entrance to the structure by using distinct architectural features, varied materials, windows, and/or varied rooflines.
 - (3) All homes, with garages, shall include offsets forward from the garage that define the living area or entry of the home or include other elements including but not limited to using windows, contrasting colors, materials or other architectural features to soften the appearance of garages.
 - (4) A Type B landscape screen shall be required along the frontage of the PRD where the PRD intersects a collector, arterial or other residential street.
 - (5) Ensure that the primary frontage of new development includes inviting and appropriate landscaping from the public way or courtyard that complements the structure.
- (h) The PRD must include and improve 10 percent of the site (excluding critical areas and buffers or areas of the site encumbered by existing easement(s) that will remain) with common amenities including but not limited to:
 - (1) Usable open space area for parks and recreation including but not limited to play areas, sport courts, trails, gazebos, covered shelters, picnic tables and benches;
 - (2) Landscaped entries into the project;
 - (3) Protection of significant trees. A minimum of 15% of the site's significant trees or significant stands of trees, as defined in Chapter 14.08 LSMC, outside of critical areas and associated buffers, shall be retained (rounding to the nearest whole tree). The retained trees shall only include healthy trees that have a high likelihood of withstanding wind-throw.

14.18.310 Cluster Subdivisions

- (a) In any single-family residential zoning district, a developer may create lots that are smaller than those required by Section 14.48.010 if such developer complies with the provisions of this section.
- (b) The subdivision must result in six lots or more.
- (c) The intent of this section is to authorize a decrease in lot sizes and leave the land "saved" by so doing as usable open space, thereby lowering development costs and increasing the amenity of the project without increasing the density beyond what would be permissible if the land were subdivided into the size of lots required by Section 14.48.010.
 - (1) Lot sizes and lot widths may be reduced by up to 20% of the dimensional standards for the underlying zone as specified in Section 14.48.010.
- (d) The amount of usable open space that must be set aside shall be determined by:
 - (1) Subtracting from the standard square footage requirement set forth in Section 14.48.010 the amount of square footage of each lot that is smaller than that standard;

- (2) Adding together the results obtained in subsection (c)(1) of this section for each lot.
- (e) The provisions of this section may only be used if the usable open space set aside in a subdivision comprises at least 10,000 square feet of space that satisfies the definition of usable open space.
- (f) The setback requirements of Sections 14.48.040 and 14.48.050 shall apply in cluster subdivisions.

14.18.320 Unit Lot Subdivisions

- (a) The primary purpose of these provisions is to allow for the creation of fee simple unit lots for townhouse dwellings and duplexes, while applying only those site development standards applicable to the parent site as a whole.
- (b) The development as a whole shall meet development standards applicable at the time the permit application is vested. As a result of the subdivision, development on individual unit lots may be nonconforming as to some or all of the development standards of this title based on analysis of the individual unit lot, except that any private open space for each dwelling unit shall be provided on the same lot as the dwelling unit it serves.
- (c) Unit lot subdivisions and subsequent platting actions, additions or modifications to the structure(s) may not create or increase any nonconformity of the parent lot.
- (d) Private access drives are allowed to provide access to dwellings and off-street parking areas within a unit lot subdivision. Access, joint use and maintenance agreements shall be executed for use of common garage or parking areas, common open area and other similar features, as recorded with Snohomish County.
- (e) Within the parent lot, required parking for a dwelling unit may be provided on a different unit lot or tract other than the lot with the dwelling unit, if the right to use that parking is formalized by an easement or otherwise define on the final plat, as recorded with Snohomish County.
- (f) The facts that the unit lot is not a separate buildable lot and that additional development of the individual unit lots may be limited as a result of the application of development standards to the parent lot shall be noted on the plat, as recorded with Snohomish County.

SECTION 6. LSMC 14.44.020 Planned Residential Developments is hereby stricken in its entirety (all other sections in Chapter 14.44 LSMC remain unchanged).

SECTION 7. Chapter 14.48 LSMC Density and Dimensional Regulations is hereby amended to include revisions to the following sections (all other sections in Chapter 14.48 LSMC remain unchanged):

1. Update LSMC 14.48.055 Maximum Impervious Surface, to read “Unless otherwise provided for elsewhere in Title 14 or the Shoreline Master Program, the maximum impervious surface shall not exceed 40 percent of a lot for development in single-family zoning districts, except that the impervious surface areas for development in the R6 (Urban Residential) zoning district shall not exceed 55 percent and the R8-12 (High Urban Residential) zoning district shall not exceed 65 percent of the lot. The allowance to construct impervious surfaces up to 55 percent of the lot in the R6 zoning district, shall only apply to new parcels with adequate stormwater facilities developed following the 2012 Washington State Department of Ecology Storm Water Management Manual for Western Washington, as amended in 2014, as now or hereafter revised.”

2. Update Table 14.48-I: Density and Dimensional Standards by striking the cluster subdivision column in its entirety
3. LSMC 14.48.070 Cluster Subdivisions is hereby stricken in its entirety.

SECTION 8. Severability. If any section, subsection, sentence, clause, phrase or word of this ordinance should be held to be invalid or unconstitutional by a court of competent jurisdiction, such invalidity or unconstitutionality thereof shall not affect the validity or constitutionality of any other section, subsection, sentence, clause, phrase or word of this ordinance.

SECTION 9. Effective Date and Publication. The summary of this ordinance consisting of its title shall be published in the official newspaper of the City. This ordinance shall take effect five (5) days after the date of publication.

PASSED by the City Council of the City of Lake Stevens this 11th day of February 2020.

Brett Gailey, Mayor

ATTEST/AUTHENTICATION:

By: _____
Kathy Pugh, City Clerk

APPROVED AS TO FORM:

Greg Rubstello, City Attorney

First and Final Reading: February 11, 2020

Published: _____

Effective Date: _____

ATTACHMENT 2



Planning & Community Development
1812 Main Street
P.O. Box 257
Lake Stevens, WA 98258

February 5, 2020

Lake Stevens City Council
1812 Main Street
Lake Stevens, WA 98258

Subject: Planning Commission Recommendation – Subdivision Regulations (LUA2019-0129)

Dear Council Members:

The Lake Stevens Planning Commission held several briefings to consider a code amendment to update the city's subdivision regulations. The Commission held a public hearing on December 4, 2019 and held it open until January 22nd to allow staff time to respond to specific questions presented at the hearing and make additional changes. The Planning Commission forwarded a recommendation to City Council to approve the code amendment following the hearing.

Commissioners Present: Janice Huxford, Vicki Oslund, John Cronin, Linda Hoult, Jennifer Davis

Commissioners Absent: None

PLANNING COMMISSION PUBLIC HEARING

City staff presented the proposed code amendment, summarized the code amendment process and milestones reached and answered the Commission's questions related to the proposal.

Testimony from the public included concerns about proposed increases to impervious area, comments about the area requirements for Planned Residential Developments and a general discussion of specific updates. There was overall support of the amendments from the public in attendance.

FINDINGS AND CONCLUSIONS:

The Planning Commission hereby adopts staff's findings and conclusions as outlined in this letter and concludes that the proposed amendments comply with the following:

1. Compliance with elements of the Comprehensive Plan

- Land Use Element Policy 2.3.2 – Preserve and promote the character of existing neighborhoods through thoughtful development regulations and design standards.
- Land Use Element Goal 2.2 – Achieve a well balanced and well-organized combination of residential, commercial, industrial, open space, recreation and public uses.
- Land Use Element Policy 2.3.4 – Maintain development regulations to promote compatibility between uses; retain desired neighborhood character; ensure adequate light, air and open space; protect and improve environmental quality; and manage potential impacts on public

facilities and services.

- Housing Element Goal 3.1 – Provide fair and equal access to a range of housing types and choices to meet the existing and project housing needs of all Lake Stevens residents regardless of income level or demographic status.
- Housing Element Policy 3.1.3 – Allow diverse subdivision methods including short subdivisions, formal subdivisions, cluster subdivisions, planned residential developments and units lot subdivisions to create buildable lots throughout the city.

Conclusions – The proposed code amendments are consistent with Comprehensive Plan goals as they relate to the subdivision process and regulation.

2. Compliance with the State Environmental Policy Act (SEPA) (Chapter 97-11 WAC and Title 16 LSMC)

- A DNS was issued on September 7, 2019.
- No comments or appeals from agencies or the public were received regarding the SEPA determination.

Conclusions – The proposed code amendment has met local and state SEPA requirements.

3. Compliance with the Growth Management Act (RCW 36.70A.106)

- The city requested expedited review from the Department of Commerce on September 6, 2019.
- The Department of Commerce sent granted approval on September 23, 2019.
- Staff will file the final ordinance with the Department of Commerce within 10 days of City Council action.

Conclusions – The proposed code amendment has met Growth Management Act requirements.

4. Public Notice and Comments

- The city published a notice of SEPA determination on September 7, 2019.
- The city published a notice of public hearing in the Everett Herald on November 20 and November 27, 2019. The notice was also posted at City Hall and on the city's website.
- All public comments received were reviewed.

Conclusions – The city has met public notice requirements per Chapter 14.16B LSMC.

PLANNING COMMISSION RECOMMENDATION

Subdivision Code Amendment: Commissioner Oslund made a motion to approve the recommendation to Council. Commissioner Hoult seconded the motion. Motion passed 5-0-0-0.

Respectfully submitted,

Lake Stevens Planning Commission



LAKE STEVENS CITY COUNCIL
STAFF REPORT

Council
Agenda Date: February 11, 2020

Subject: Adoption of 2020- 2025 Six Year Transportation Improvement Plan

Contact / Department: Grace Kane, City Engineer **Budget Impact:** NA

RECOMMENDATION(S)/ACTION REQUESTED OF COUNCIL: Hold the Public Hearing and comment on the projects proposed to be included in the 2020-2026 Six Year Transportation Improvement Plan (TIP).

Proposed Motion/Action: Approve Resolution number 2020-03 adopting a Six-Year Transportation Improvement Plan for the Years 2020-2025 and directing the same to be filed with the State Secretary of Transportation and the Puget Sound Regional Council.

SUMMARY/BACKGROUND: Each year the City is required under State statute RCW 35.77 to prepare a six-year Transportation Improvement Plan (TIP). The intent of the TIP is to provide information to the State for regional and statewide planning that includes project type and location identification, potential impacted utilities, funding needs, and inter-agency coordination. The TIP is a subset of the City's current 20-year transportation list (2020-2046) in the Comprehensive Plan's Capital Element (Chapter 8).

The projects identified in the TIP have been selected based on the priority established in the adopted 20-year transportation list.

The TIP is important to the City when seeking grant funding for future transportation projects. This gives advance notice to the funding agencies of potential grant dollar demands. However, not listing a project does not prohibit seeking funding for a non-listed project. In this case, the TIP would require an amendment be adopted by resolution. One of the key points of an agency's TIP is that it is supposed to be realistic. This means that the projects listed should be able to be constructed within the 6-year period if funding can be secured.

Each year, the TIP is reviewed and updated to reflect what has occurred and adjustments are made. If a mid-year change in priorities occurs or a new project is added, the TIP can be updated.

APPLICABLE CITY POLICIES: NA

BUDGET IMPACT: NA (Funding on the TIP comes from a variety of sources and are only preliminary estimates.)

ATTACHMENTS:

- Exhibit A: Resolution 2020-03
 - Attachment A: Proposed 2020-2026 Six Year TIP with Project Description and Cost Estimate.
 - Attachment B: Proposed 2020-2026 Six Year TIP with Expenditure projections.

EXHIBIT A

CITY OF LAKE STEVENS
Lake Steven Washington

RESOLUTION NO. 2020-03

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LAKE STEVENS, WASHINGTON, ADOPTING A SIX-YEAR TRANSPORTATION IMPROVEMENT PLAN FOR THE YEARS 2015-2020 AND DIRECTING THE SAME TO BE FILED WITH THE STATE SECRETARY OF TRANSPORTATION AND THE PUGET SOUND REGIONAL COUNCIL.

WHEREAS, pursuant to the requirements of Chapters 35.77 and 47.26 RCW, the City Council of the City of Lake Stevens has previously adopted a comprehensive street plan, including an arterial street construction plan, and has thereafter periodically modified said as part of the City's Comprehensive Plan resolution; and

WHEREAS, the City Council has reviewed the work accomplished under the Plan, determined current and future City street and arterial needs and based upon these findings, has prepared a Six-Year Transportation Improvement Plan (TIP) for the ensuing six (6) calendar years; and

WHEREAS, a public hearing was held on the TIP as required by RCW 35.77.010; and

WHEREAS, the TIP has been updated for 2020-2026 in accordance with the State requirements,

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

Section 1. Plan Adopted. The Six-Year Transportation Improvement Plan for the City of Lake Stevens, as revised and extended for the ensuing six (6) calendar years (2020-2025), a copy of which is attached hereto as Attachment A and incorporated herein by this reference as if fully set forth herein, which Plan sets forth the project location, type of improvement and the estimated cost thereof, is hereby adopted and approved.

Section 2. Filing of Plan. Pursuant to Chapter 35.77 RCW, within 30 days of the adoption of this resolution the City Clerk is hereby authorized and directed to file a copy of this Resolution, together with the Attachment A (Project Descriptions) and Attachment B (Expenditure year projections) attached hereto, with the Secretary of Transportation for the State of Washington and Puget Sound Regional Council

PASSED by the City Council of the City of Lake Stevens and APPROVED by the Mayor this 11th day of February, 2020.

Brett Gailey, Mayor

ATTEST:

Kathy Pugh, City Clerk

ATTACHMENT A
TIP with Project Description Costs

Project ID #	PROJECT NAME	DESCRIPTION OF WORK	YEAR/S	TOTAL PROJECT COST
	6-Year Transportation Improvement Program (2020-2025)			\$104,978,800
16041	79 th Ave SE Access Road	Construct access road from 20 th Ave SE to 24 th Ave SE	2020-2025	\$5,000,000
17005	24th St and 91st Ave Extensions, includes regional stormwater pond construction	Construct new collector roads between SR9 and 20 th Street SE	2020-2025	\$17,149,000
18004	South Lake Stevens Road Multi Use Path	Design and construct a multi-use path on S. Lake Stevens Road between 18th St. SE to East Lakeshore Drive. The 4,700 LF path will provide grade separation and landscaping buffer where possible.	2019-2021	\$2,702,000
18008	20 th Street SE Phase II - Segment 1 (83rd Ave SE to 91st Ave SE)	The project will construct sidewalks along both sides of roadway, four (4) through lanes with a center turn lane, and storm drainage between 83rd to 91st. Project will also include the construction of a drainage pond, street lighting, interconnect infrastructure, and new signal cabinet.	2020-2023	\$8,000,000
	18th St NE/Festival Street	Construct festival street/18th St NE between Main street to 123rd Ave NE.	2021-2022	\$2,800,000
18013	Main Street	Construct 16 th Street NE to 20 th Street NE	2020-2025	\$6,500,000
18021	US 2 Trestle HOV Transit Congestion Jump (BAT) Lane	HOV lane on 20 th Street SE. WSDOT State Regional Mobility Grant of \$1.8 million with a required City match of \$800,000, for a total of \$2.6M for the project.	2020-2025	\$2,700,000
18028	Callow Road Drainage Improvement	Design and construct approximately 1000 LF of drainage improvements, and a sediment settling facility along Callow road near the stream tributary east of Callow Road to minimize sediment deposit and seasonal flooding.	2020-2025	\$200,000
18029	117th Ave NE Sidewalk Improvement (20th St. NE to 26th St. NE)	The project is to design and construct approximately 2,200 LF of 5ft wide separated sidewalk along east side of 117th Ave NE. Work will also include storm drainage improvement, utility relocations and ROW acquisition.	2020-2025	\$1,345,000
18033	123rd Sidewalk	Construct 500 LF of sidewalk between 20th St. NE to 22nd St. NE	2020-2025	\$500,000
19013	Bridge 6 Replacement & 36th St NE Road Improvement	The project is to design and replace existing Bridge 6 along 36th St NE; Work will also correct vertical sag curve on roadway near bridge.	2020-2025	\$1,000,000
	20 th Street SE Phase II - Segment 2 (79th Ave SE to 83rd Ave SE)	Widening of existing two lane to four lane, providing non-motorized travel area with pedestrian sidewalks, drainage, and lighting improvements.	>2025	\$7,500,000
	20 th Street SE Phase II - Segment 3 (73rd Ave SE to 79th Ave SE)	Widening of existing two lane to four lane, providing non-motorized travel area with pedestrian sidewalks, drainage, and lighting improvements.	>2025	\$7,500,000
	20 th Street SE Phase II - Segment 4 (US 2 to 73rd Ave SE)	Widening of existing two lane to four lane, providing non-motorized travel area with pedestrian sidewalks, drainage, and lighting improvements.	>2025	\$7,500,000
	RT turn pocket on 91st Ave NE Northbound onto SR204	RT turn pocket on 91st Ave NE Northbound onto SR204	2020-2025	\$800,000
	10ft multi-use path along South Lake Stevens Road (East of SR9 to 99th Ave SE)	10ft multi-use path along South Lake Stevens Road (East of SR9 to 99th Ave SE)	2020-2025	\$1,000,000
	Hwy 9 Gateway Signs	Gateway signs for 3 RABs (2 at Market St to Vernon Rd; one at 24th St SE & SR9)	2020-2022	\$20,000
	131st Ave NE sidewalk Improvement	Sidewalk between 20th St NE & Harford Dr. (possible ROW acquisition)	2025	\$2,000,000

ATTACHMENT B
6-YR TIP EXPENDITURE PROJECTIONS

City of Lake Stevens
City Council Regular Meeting 2-11-2020
Page 149

City of Lake Stevens Capital Improvement Plan Summary - 2020-2025 (Draft)													
Projects		Project Number	Title	2019			2019 Projected	2019 to 2020		Proposed Budget Amendment for 2019	Additional Funding Request for 2020		
				Total Project Cost	2019 Budget	Previous		Expenditures to Date	Carryover				
				41,326,680	8,216,044	678,320		425,488	1,310,143				
TRANSPORTATION				1,179,325	1,134,325	-			567,162.50	567,163	-	45,000	
16041	79th Ave SE Access Road			8,690,951	1,827,980	499,671	147,980		147,980	1,680,000	-	6,363,300	
18008	20th St SE Phase II			6,500,000	-	-			-	-	-	-	
18013	Main Street 1 - 16th to 20th St Improvements			2,702,002	1,576,651	178,649	44,504		150,000	1,426,651	-	946,702	
18004	South Lake Stevens Road Multi Use Path			17,149,403	407,088	-	150,000		150,000	257,088	-	16,742,315	
17005	24th St and 91st Ave Extensions			2,670,000	2,670,000	-	-		-	2,670,000	-	-	
18021	US 2 Trestle HOV Transit Congestion Jump (BAT) Lane			117th Sidewalk 2200 LF - 20th St. NE to 26th St. NE (Design/Survey/ROW)	1,345,000	-	-		-	-	-	175,000	
18029				123rd Sidewalk 500' LF - 20th St. NE to 22nd St. NE (Construction)	490,000	-	-		-	-	-	-	
xxxxx	Hwy 9 Beautification - Market St to Vernon Rd			SIDE	Sidewalk Improvement Program	200,000	200,000	-	83,004		-	20,000	
SIDE				STREET	Pavement Preservation Program	400,000	400,000			295,000	-	400,000	
OVERLAY				Catherine Creek 36th Street Bridge Repair (Bridge #6) - Design Only	150,000	150,000	-		-	150,000		-	
18030				18028	Callow Road Drainage	153,700	30,000			30,000		123,700	
											-	-	
				Total	79,007,537	17,918,964	#####	3,367,396		13,799,997	3,813,958	3,440,590	33,865,518

ATTACHMENT B
6-YR TIP EXPENDITURE PROJECTIONS

City of Lake Stevens
City Council Regular Meeting 2-11-2020
Page 150

Projects		Proposed Capital Improvement Plan (Expenditures)							
Project Number	Title	Funded?	2020	2021	2022	2023	2024	2025	Future
TRANSPORTATION									
16041	79th Ave SE Access Road	REET 2	612,162	-	-	-	#	#	-
18008	20th St SE Phase II	Grants/Tiz 3/TSA/Prop Sales	8,043,300	-	-	-	#	#	-
18013	Main Street 1 - 16th to 20th St Improvements	NO	-	-	-	-	#	#	6,500,000
18004	South Lake Stevens Road Multi Use Path	REET 2 / TIZ 3 / Grant	2,373,353	-	-	-	#	#	-
17005	24th St and 91st Ave Extensions	REET 1 / TIZ 3 / Bonds/ Prop Sales	16,999,403	-	-	-	#	#	-
18021	US 2 Trestle HOV Transit Congestion Jump (BAT) Lane	REET 1 / Grant	2,670,000	-	-	-	#	#	-
	117th Sidewalk 2200 LF - 20th St. NE to 26th St. NE	Yes for 2020 ROW w/Sidewalk Funds							
18029	(Design/Survey/ROW)	NO for 2021	175,000	1,170,000	-	-	#	#	-
18033	123rd Sidewalk 500' LF - 20th St. NE to 22nd St. NE (Construction)	NO	-	-	490,000	-	#	#	-
xxxxx	Hwy 9 Beautification - Market St to Vernon Rd	GF Reserves - Placeholder		20,000	20,000				
SIDE	Sidewalk Improvement Program		200,000	200,000	200,000	##### #	#	#	-
STREET	Pavement Preservation Program	Street	400,000	-	-	-	#	#	-
OVERLAY									
18030	Catherine Creek 36th Street Bridge Repair (Bridge #6) - Design Only		150,000	-	-	-	#	#	-
	Callow Road Drainage	SWM	153,700	-	-	-	#	#	-
	Total		-	41,100,066	2,636,200	5,710,000	-	-	845,000



Exhibit A – Vicinity Map & Photo

LAKE STEVENS CITY COUNCIL
STAFF REPORT

Council Agenda

Date: 11 February 2020

Subject: Bridge 06 Replacement Design contract with TranTech Engineering

Contact	Eric Durpos, Public Works Director	Budget	
Person/Department:	<u>Grace Kane, City Engineer</u>	Impact:	<u>\$150,000.00</u>

RECOMMENDATION(S)/ACTION REQUESTED OF COUNCIL: Authorize the Mayor to execute a Professional Services Agreement with TranTech Engineering, LLC in an amount not to exceed \$150,000.00.

SUMMARY/BACKGROUND:

Bridge 06 is a timber substructure bridge along 36th Street NE spanning Catherine Creek. This bridge was first built in 1938, rebuilt in 1958, and annexed to Lake Stevens in 1990. It has been deteriorating and showing distress for years. The deterioration has been tracked bi-yearly, and maintenance repairs have been performed to extend the life of the bridge over the years. During a recent inspection by TranTech, it was determined that a more frequent inspection schedule is warranted (four times per year).

This contract will allow TranTech to continue the bridge inspection/monitoring (four times a year). In addition, TranTech will also prepare an Alternative Study Report which will summarize the different replacement alternatives, cost estimates, and conceptual design of the preferred option of the most cost effective and site appropriate replacement bridge for the location. Furthermore, TranTech will assist the City to explore funding options.

APPLICABLE CITY POLICIES:

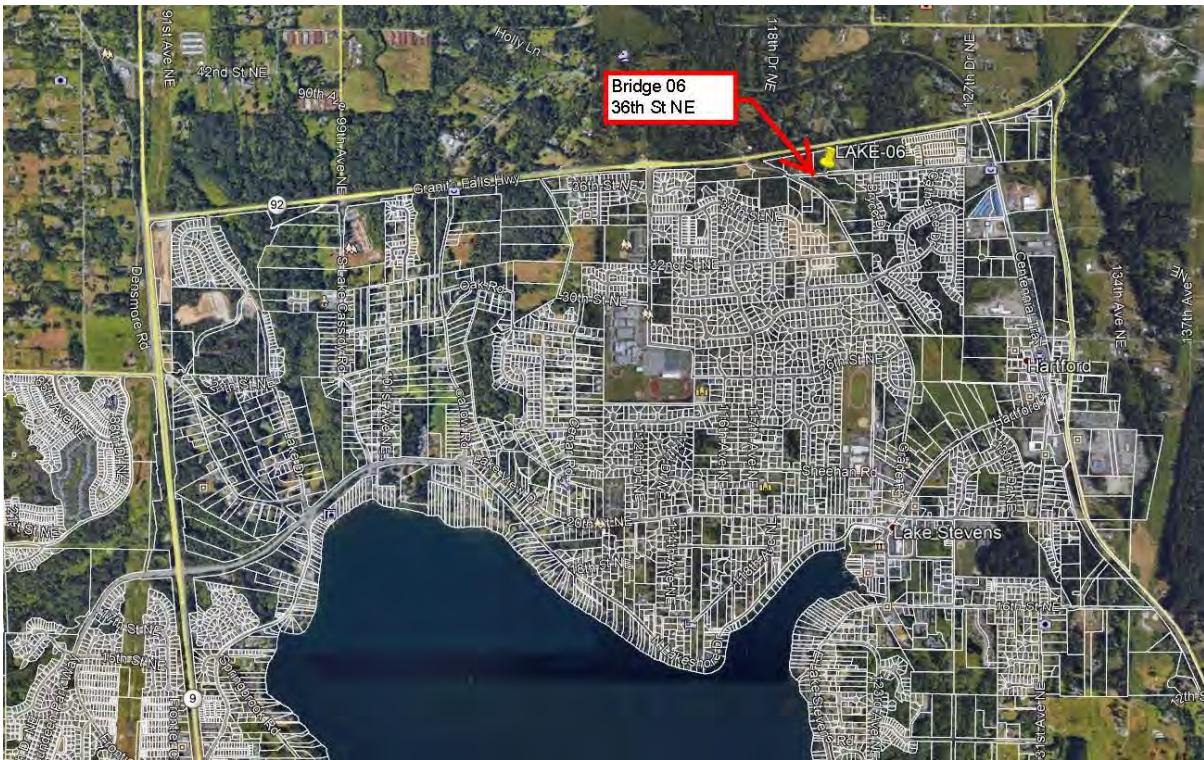
The maximum amount payable to TranTech is \$150,000, which is within the previously approved 2020 budget. This project is also listed in the current 6-year Capital Improvement Plan.

BUDGET IMPACT: \$150,000

ATTACHMENTS:

- Exhibit A: Vicinity Map & Photo
- Exhibit B: Professional Services Agreement with TranTech Engineering, LLC

Exhibit A – Vicinity Map & Photo



City Crew working on Bridge circa 2019

EXHIBIT B

PROFESSIONAL SERVICES AGREEMENT BETWEEN CITY OF LAKE STEVENS, WASHINGTON AND TRANTECH ENGINEERING, LLC FOR BRIDGE 06 REPLACEMENT DESIGN

THIS AGREEMENT ("Agreement") is made and entered into by and between the City of Lake Stevens, a Washington State municipal corporation ("City"), and TranTech Engineering, LLC a Washington limited liability company, ("Consultant").

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

ARTICLE I. PURPOSE

The purpose of this Agreement is to provide the City with consultant services regarding bridge loading analysis and bridge program support 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, 2021. The parties may extend the term of this Agreement by written mutual agreement.

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

III.5 EMPLOYMENT.

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

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

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

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

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

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

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

III.6 INDEMNITY.

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

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

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

d. **Public Records Requests.**

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

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

III.7 INSURANCE.

a. **Insurance Term**

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

b. **No Limitation**

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

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

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

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

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

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

Consultant shall maintain the following insurance limits:

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

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

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

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

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

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

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

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

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

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

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

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

III.11 INDEPENDENT CONTRACTOR.

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

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

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

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

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

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

III.14 SUBCONTRACTORS/SUBCONSULTANTS.

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

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

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

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

ARTICLE IV. OBLIGATIONS OF THE CITY

IV.1 PAYMENTS.

a. The Consultant shall be paid by the City for services rendered under this Agreement as described in the Scope of Services and as provided in this section. In no event shall the compensation paid to Consultant under this Agreement exceed \$150,000.00 without the written agreement of the Consultant and the City. Such payment shall be full compensation for work performed and services rendered and for all labor, materials, supplies, equipment and incidentals necessary to complete the work. In the event the City elects to expand the scope of services from that set forth in Exhibit A, the City shall pay Consultant a mutually agreed amount.

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

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

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

IV.3 MAINTENANCE/INSPECTION OF RECORDS.

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

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

b. Public Records.

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

ARTICLE V. GENERAL

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

To the City:

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

To the Consultant:

TranTech Engineering, LLC
Attn: Kash Nikzad
365 118th Ave SE, Suite 100
Bellevue WA 98005-3557
Telephone: 360-810-2032

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

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

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

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

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

V.5 SEVERABILITY.

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

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

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

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

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

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

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

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

DATED this _____ day of _____, 2020.

CITY OF LAKE STEVENS

TRANTECH ENGINEERING, LLC

By: _____
Brett Gailey, Mayor

By: _____

Grant D. Griffin, P.E., Senior Project Manager

Approved as to Form:

By: _____
Greg Rubstello, City Attorney

**EXHIBIT A
SCOPE OF WORK
TRANTECH Engineering
On-Call Bridge Services
City of Lake Stevens, WA**

PROJECT DESCRIPTION

The City of Lake Stevens (CITY) has contracted with TranTech Engineering, LLC (TRANTECH) to provide on-call engineering support for their Bridge Program and have identified the first three tasks. This scope provides task details for related to the in-service management of the 36th Street NE bridge over Catherine Creek. The tasks include researching possible replacements funding sources including funding assistance if a source is identified, monitoring of the existing bridge at an increased frequency until the bridge is replaced, and the design of a new bridge structure for the crossing.

SCOPE OF WORK

Task 1 – 36TH St NE/Catherine Creek, LAKE-06, Funding Application Support

TranTech will research bridge replacement funding opportunities for the 36th St NE/Catherine Creek Bridge. TRANTECH will provide the following bridge funding support:

- Investigate funding opportunities and the eligibility of the bridge.
- Perform bridge inventory coding review and updates if necessary.
- Perform necessary analysis to support funding candidate as approved by the CITY.
- Prepare an itemized construction estimate.
- Provide required back-up documents if necessary.
- Provide ongoing support through the funding process including providing additional information or updates as necessary.

Assumptions:

- Load Rating and other structural analysis may be required to support funding.

Deliverables:

- A complete funding submittal package with all items required for funding qualification, including:
 - Any analysis performed to support the candidate.
 - An itemized estimate.

Task 2 – 36TH St NE/Catherine Creek, LAKE-06, Bridge Monitoring

The timber substructure of the 36th St NE/Catherine Creek Bridge has been deteriorating for years. The deterioration has been tracked in biyearly inspection reports for years and maintenance repairs have been performed to extend the life of the bridge. However, it has been determined that more frequent inspections are necessary for early detection of bridge element distress. Task 2 provides for feature inspections to monitor timber substructure elements until the bridge can be replaced. General duties include:

- A feature inspection of all timber substructure elements using routine bridge inspection methods.
- Visually inspect substructure elements looking for signs of distress such as bulging and crushing.
- Hammer sound timber elements to detect additional rot as needed.
- Set up control to track any unanticipated movement.
- Record finding in the Bridge Works bridge inspection application.

Assumptions:

- An inspection will be performed once every quarter (four times a year) until the bridge is taken out of service.
- The frequency of inspection will be revised if conditions are found to have changed and warrant more frequent inspections.
- Load restrictions or maintenance repairs may become necessary based on inspection findings.

Deliverables:

- A signed bridge inspection report for the bridge file to track the care the CITY is taking to keep the bridge safely in service.
- Reports of any analysis determined to be necessary as approved by the CITY.
- Guidance on posting or restrictions that are determined necessary.

Task 3 – 36TH St NE/Catherine Creek, LAKE-06, Bridge Replacement Design

TranTech Engineering, LLC. (TRANTECH) will perform tasks required to develop a Plan, Specifications, and Estimates (PS&E) package for the replacement of the existing the 36th Street NE Bridge over Catherine Creek.

The detailed tasks to follow have been developed based on discussions with the CITY and on our understanding of project objectives and constraints.

Task 3.1 – Project Management

PURPOSE: Manage project scope, budget, and schedule and keep the CITY informed of progress.

TRANTECH will produce monthly progress reports to accompany our invoicing for services completed.

Project team meetings (no more than 5) are expected to review key deliverables, milestones, schedule, and to coordinate on upcoming meetings. The meetings will be via conference call.

Assumptions:

The scope of work and fee proposal developed herein are based upon a project duration of five (5) months

All data and final products will become the property of CITY upon project completion. All data will be provided in a mutually agreeable format.

Deliverables:

Monthly progress reports

Monthly invoicing reports

Task 3.2 – Data Review and Collection

PURPOSE: Review available data within project area.

TRANTECH will provide a basis for identifying existing roadway issues and constraints, while also evaluating future traffic needs along the corridor. This task will include gathering available traffic volumes, collision history, and developing a comprehensive basemap of the existing conditions along the corridor. This work will aid in the analysis of bridge or culvert geometry for design.

Assumptions:

The limits of the project are understood to be no more than 0.4 miles either direction of the existing bridge,

TranTech will provide a topographic, site survey, and CAD basemap for areas above ordinary high water within the project area. The project basemap will be developed in 2018 AutoCAD Civil 3D format with 1-foot contours and include relevant property boundaries. The basemap will delineate ordinary high-water mark (OHWM), wetlands, inventory and assessment of Priority Habitats and Species (PHS) cultural resources survey, and any other critical areas that are determined to be necessary for design development,

New survey benchmarks will be established as needed,

TRANTECH will provide 2017 LiDAR when available for use,

Aerial photographs, mapping and relevant reports pertaining to the project site will be provided by the CITY or by TRANTECH if necessary,

TRANTECH will provide hydraulic analysis based on the information above as well as other hydraulic information provided by the City

The CITY will provide as-builts if any are available,

The CITY will provide names and contact information for all area utility providers,

The CITY will provide collision data if available,

The CITY will coordinate with all adjacent and affected area landowners to secure right-of-entry for all consultant related field activities,

The CITY will collect current traffic counts at the project site and provide the TRANTECH a site specific Average Daily Traffic (ADT) volume for use in defining overall roadway design,

Task 3.3 – Alternative Study Report

PURPOSE: Summarize findings into existing condition characterization report and present findings to the CITY. Following review of findings, the TRANTECH will meet with the CITY to discuss potential bridge replacement alternatives and determine the preferred option to be further refined and evaluated.

The Consultant team will summarize the methods, results, and recommendations in a report to facilitate the approval of the recommended structural alternative by the City. This report will be provided to the CITY for review and comment. Following the CITY's review, TRANTECH will participate in a meeting with CITY Staff to answer questions on the recommended alternative.

Evaluation criteria for the recommended alternative is likely to include performance, cost, environmental impacts, fish and wildlife habitat impacts, engineering feasibility, long-term maintenance requirements, and near-term transportation corridor impacts such as travel times, and staged construction. The relevance and selection of evaluation parameters will be closely coordinated with the CITY.

- TRANTECH will provide structural, civil, roadway, and drainage engineering services necessary to perform this phase and to recommend an optimum alternative for City's approval as well as for advancement to full design
- Taking the year 2020 ADT volume developed in Task 1 and using growth rates from the CITY's Comprehensive Plan to develop future year (2043) traffic volumes. These volumes in combination with AASHTO and CITY Standards will define the proper roadway characteristics for alignment, grade, and section,
- A replacement concept that will replace the deteriorated bridge with a new culvert structure, or a bridge depending on the results of the Alternative Development exercise.
- Draft Alternative Study report
- Final Alternative Study Report



Exhibit B

Exhibit B - Consultant Cost Computation 2020 On-Call Engineering Services

36TH St NE/Catherine Creek, LAKE-06

SUMMARY

	Total Cost
Task 1 - Funding Application Support	\$ 11,070
Task 2 - Bridge Monitoring	\$ 5,109
Task 3 - Bridge Replacement Design	\$ 123,768
TOTAL	\$ 139,947
* Management Reserve Fund	\$ 10,000
Total Budget	\$ 149,947

* Management Reserve can only be accessed with the approval of the Bellevue Project Manager



Exhibit B - Consultant Cost Computation
City of Lake Stevens 2020 On-Call Engineering Services

	Principal Engr. QA/QC	PM	Senior Structural Engineer	Project Structural Engineer	Staff Structural Engineer 2	Senior Civil Engineer	Const. Manager Estimator	Office Engineer	Senior CAD Technician	Admin 2	Totals
36TH St NE/Catherine Creek, LAKE-06											
Task 1 - Funding Application Support	2	12	4	6	14	4	2	16	12	4	76
Total Staff Hours	2	12	4	6	14	4	2	16	12	4	76
Direct Hourly Rate	\$65.00	\$63.00	\$65.00	\$61.00	\$40.00	\$60.00	\$79.00	\$45.00	\$40.00	\$24.00	
Total Direct Salary Cost	\$130	\$756	\$260	\$366	\$560	\$240	\$158	\$720	\$480	\$96	\$3,766.00
											Total Direct Labor Cost \$3,766.00
											OH at 148.97 of Direct Labor \$5,610.21
											Profit at 30% of Direct Labor \$1,193.82
											Subtotal (Labor) \$10,570.03
Direct Costs (travel, production, Fedex, etc)											\$500
											Total: \$11,070



Exhibit B - Consultant Cost Computation
City of Lake Stevens 2020 On-Call Engineering Services

	Principal Engr. QA/QC	PM	Senior Structural Engineer	Project Structural Engineer	Staff Structural Engineer 2	Senior Civil Engineer	Const. Manager	Office Engineer	Senior CAD Technician	Admin 2	Totals
36TH St NE/Catherine Creek, LAKE-06											
Taks 2 - Bridge Monitoring	2	24									26
Total Staff Hours	2	24	0	0	0	0	0	0	0	0	26
Direct Hourly Rate	\$65.00	\$63.00	\$62.00	\$59.00	\$40.00	\$58.00	\$79.00	\$45.00	\$37.00	\$23.00	
Total Direct Salary Cost	\$130	\$1,512	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$1,642.00
											Total Direct Labor Cost \$1,642.00
											OH at 148.97 of Direct Labor \$2,446.09
											Profit at 30% of Direct Labor \$520.51
											Subtotal (Labor) \$4,608.60
Direct Costs (travel, production, Fedex, etc)											\$500
											Total: \$5,109



Exhibit B - Consultant Cost Computation City of Lake Stevens 2020 On-Call Engineering Services

	Project Manager	Principal	Construction Sr Inspector (QA/QC)	Senior Structural Engineer	Project Structural Engineer	Staff Structural Engineer 2	Senior Civil Engineer	Project Civil Engineer	Staff Civil Engineer	Senior CAD Technician	Clerical	Total
36TH St NE/Catherine Creek, LAKE-06												
Task 3 - Bridge Replacement Design												
3.1 - Project Management	36	6									6	48
3.2 - Data Review and Collection				12	12	6	12					48
3.3 - Alternative Study Report			12	24	40	40	32	24	24	40		236
Total Staff Hours	36	6	12	36	52	46	44	30	24	40	6	332
Direct Rates	\$63.00	\$71.50	\$58.00	\$65.00	\$61.00	\$40.00	\$58.00	\$43.00	\$33.00	\$40.00	\$24.00	
Total Direct Salary Cost	\$2,268.00	\$429.00	\$696.00	\$2,340.00	\$3,172.00	\$1,840.00	\$2,552.00	\$1,290.00	\$792.00	\$1,600.00	\$144.00	\$17,123.00
												Total Labor Cost \$17,123.00
												OH at 148.97% of Direct Labor \$25,508.13
												Profit at 30% of Direct Labor \$5,136.90
												Total \$47,768.03
Subconsultants (Surveying, Environmental, Hydraulic, Geotechnical)												\$75,000.00
Direct Costs (Mileage, Reproduction, Shipping, etc.)												\$1,000.00
												Grand Total: \$123,768.03



This page left blank intentionally



LAKE STEVENS CITY COUNCIL
STAFF REPORT

Council Agenda Date: 11th February 2020

Subject: 18035 – Lake Stevens Police Station, Evidence and Training Facility Construction Contract Award

Contact	Budget	
Person/Department:	Impact:	
<u>Aaron Halverson / Public Works</u>		<u>\$2,950,019.60 with contingency</u>

RECOMMENDATION(S)/ACTION REQUESTED OF COUNCIL: Authorize the Mayor to execute a Contract with CDK Construction Services, Inc. of Duvall, WA in the amount of \$2,681,836.00 including sales tax, with contingency of 10% or \$268,183.60 for a total budget of \$2,950,019.60 to construct the Lake Stevens Police Station, Evidence and Training Facility.

SUMMARY/BACKGROUND: On February 5, 2020 at 2:00PM the City opened bids publicly after a five-week advertisement period for the Police Station, Evidence and Training Facility project. The bid separated the project into three elements: base bid for the police station, alternative one for the evidence facility, and alternative two for the training room/lockers. Public Works contracts are awarded to the lowest responsive bidder based on any combination of base bid plus alternative(s). Eight bids were received with the lowest bid, including both additive alternates, from CDK Construction Services, Inc. of Duvall, WA for \$2,460,400.00; with sales tax the bid is \$2,681,836.00.

Generally, the scope of the construction effort includes:

Future Police Station (Former Fire District Administration Building)

- Addition of a 1,043 SF sally port with processing rooms and armory
- Renovation/remodel to convert the office building into a police station
- Security enhancements
- Seismic upgrades

Future Training/Evidence/Locker Room Building (Former Conference Building)

- Addition of a 3,143 SF evidence building connected to the conference building
- Renovation/remodel of the conference building to add a locker room and a reduced size training room
- Security enhancements
- Parking lot lighting

The project was designed by MJ Neal Associates Architects, PLLC of Wenatchee, WA.

The call for bids was advertised on December 30, 2019 and January 13, 2020 in the Daily Journal of Commerce and the Everett Daily Herald. The City has reviewed bids, verified references for the low bidder and completed debarment checks. The Administration recommends award of this contract.

Construction is anticipated to begin in mid-March 2020. The contract allows 270 calendar days from notice to proceed to substantial completion.

APPLICABLE CITY POLICIES: Comprehensive Procurement Policy (P-2-2018)

BUDGET IMPACT: The Architect's Estimate for this project was \$2,920,000 and the lowest responsive bid was \$2,681.836 including sales tax. With a 10% contingency the requested budget for this project of \$2,950,019.60 which is less than budgeted for adopted 2020-25 Capital Improvement Plan.

ATTACHMENTS:

- ▶ Attachment A: Bid Summary
- ▶ Attachment B: Draft Contract is attached; final contract will be provided at Lake Stevens City Council Meeting on 2/11/2020.

Attachment A: Bid Summary

BID OPENING RESULTS								
Bids received: 2/5/20 @ 2pm								
RANK	BIDDER	BASE BID	ALTERNATE #1 - Evidence Building	SUB TOTAL BASE PLUS ALT No1	ALTERNATE #2 - Training/Lockers	BID TOTAL (BASE + ADD ALTS)	TAX (9%)	BASE BID + ADD ALTS TOTAL, INCL. TAX
1	CDK Construction Services, Inc.	\$1,435,000	\$885,500	\$2,320,500	\$139,900	\$2,460,400	\$221,436	\$2,681,836
2	James Company	\$1,505,000	\$975,500	\$2,480,500	\$155,356	\$2,635,856	\$237,227	\$2,873,083
3	Faber Construction	\$1,487,000	\$997,000	\$2,484,000	\$197,000	\$2,681,000	\$241,290	\$2,922,290
4	TRICO Companies	\$1,622,000	\$932,000	\$2,554,000	\$223,000	\$2,777,000	\$249,930	\$3,026,930
5	Moon Construction	\$1,862,234	\$775,250	\$2,637,484	\$153,705	\$2,791,189	\$251,207	\$3,042,396
6	Tiger Construction	\$1,940,000	\$840,000	\$2,780,000	\$157,000	\$2,937,000	\$264,330	\$3,201,330
7	Kassel & Associates	\$1,887,000	\$1,145,000	\$3,032,000	\$284,000	\$3,316,000	\$298,440	\$3,614,440
8	Valdez Construction, Inc.	\$2,065,700	\$1,078,000	\$3,143,700	\$221,000	\$3,364,700	\$302,823	\$3,667,523
	Architect's Estimate	\$1,740,000	\$1,115,000	\$2,855,000	\$65,000	\$2,920,000	\$262,800	\$3,182,800

PUBLIC WORKS CONTRACT

This Contract is made and entered into in duplicate this _____ day of _____, _____ by and between the City of Lake Stevens, a non-charter code city of the State of Washington, hereinafter referred to as "the City", and _____, a Washington _____ ("Contractor") [LEGAL STATUS OF ENTITY SHOULD BE INSERTED i.e., LLC; Sole Proprietor; LLP; Inc., P.S.; Partnership, Foreign Corporation licensed to do business in Washington State] .

WITNESSETH:

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

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

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

1. Scope of Work.

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

Project Name, Project XX-XX

in accordance with and as described in

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

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

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

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

- A. Time is of the essence in the performance of this Contract and in adhering to the time frames specified herein. The Contractor shall commence work within ten (10) calendar days after notice to proceed from the City, and said work shall be physically completed within **insert no. days here** working days after said notice to proceed, unless a different time frame is expressly provided in writing by the City.
- B. If said work is not completed within the time for physical completion, the Contractor may be required at the City's sole discretion to pay to the City liquidated damages as set forth in the Project Manual, for each and every day said work remains uncompleted after the expiration of the specified time.
- C. Termination of Contract.
 1. Except as otherwise provided under this Contract, either party may terminate this Contract upon ten (10) working days' written notice to the other party in the event that said other party is in default and fails to cure such default within that ten-day period, or such longer period as provided by the non-defaulting party. The notice of termination shall state the reasons therefore and the effective date of the termination.
 2. The City may also terminate this Contract in accordance with the provisions of Section 1-08.10 of the Standard Specifications.

3. Compensation and Method of Payment.

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

- D. Payments for any alterations in or additions to the work provided under this Contract shall be in accordance with the Request For Information (RFI) and/or Construction Change Order (CCO) process as set forth in the Project Manual. Following approval of the RFI and/or CCO, the Contractor shall submit the standard payment request form(s).
- E. The Contractor shall submit payment requests with a completed Application for Payment form, an example of which is included in the Attachments to this Contract. This form includes a lien waiver certification and shall be notarized before submission. Applications for payment not signed or notarized shall be considered incomplete and ineligible for payment consideration. The City shall initiate authorization for payment after receipt of a satisfactorily completed payment request form and shall make payment to the Contractor within approximately thirty (30) days thereafter.

4. Independent Contractor Relationship.

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

5. Prevailing Wage Requirements.

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

6. Indemnification and Hold Harmless.

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

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

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

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

7. Insurance.

A. **Insurance Term.**

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

B. **No Limitation**

Contractor's maintenance of insurance, its scope of coverage and limits as required herein shall not be construed to limit the liability of the Contractor to the coverage provided by

such insurance, or otherwise limit the City's recourse to any remedy available at law or in equity.

C. **Minimum Scope of Insurance.**

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

1. Automobile Liability insurance covering all owned, non-owned, hired and leased vehicles. Coverage shall be written on at least as broad as Insurance Services Office (ISO) form CA Automobile 00 01 or a substitute form providing equivalent liability coverage. If necessary, the policy shall be endorsed to provide contractual liability coverage.

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

3. Workers' Compensation coverage as required by the Industrial Insurance laws of the State of Washington

4. Required. Builders Risk insurance covering interests of the City, the Contractor, Subcontractors, and Sub-contractors in the work. Builders Risk insurance shall be on a special perils policy form and shall insure against the perils of fire and extended coverage and physical loss or damage including flood, earthquake, theft, vandalism, malicious mischief, and collapse. The Builders Risk insurance shall include coverage for temporary buildings, debris removal and damage to materials in transit or stored off-site. This Builders Risk insurance covering the work will have a deductible of \$5,000 for each occurrence, which will be the responsibility of the Contractor. Higher deductibles for flood and earthquake perils may be accepted by the City upon written request by the Contractor and written acceptance by the City. Any increased deductibles accepted by the City will remain the responsibility of the Contractor. The Builders Risk insurance shall be maintained until final acceptance of the work by the City.

5. Required. Contractors Pollution Liability insurance covering losses caused by pollution conditions that arise from the operations of the Contractor. Contractors Pollution Liability insurance shall be written in an amount of at least

\$1,000,000 per loss, with an annual aggregate of at least \$1,000,000. Contractors Pollution Liability shall cover bodily injury, property damage, cleanup costs and defense including costs and expenses incurred in the investigation, defense, or settlement of claims.

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

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

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

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

D. Minimum Amounts of Insurance.

The Contractor shall maintain the following insurance limits:

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

E. City Full Availability of Contractor Limits.

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

maintained by the Contractor are greater than those required by this contract or whether any certificate of insurance furnished to the City evidences limits of liability lower than those maintained by the Contractor.

F. Other Insurance Provisions.

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

G. Acceptability of Insurers.

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

H. Verification of Coverage.

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

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

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

I. Contractor's Insurance for Other Losses.

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

J. Subcontractors.

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

The Contractor shall cause each and every Subcontractor to provide insurance coverage that complies with all applicable requirements of the Contractor-provided insurance as set forth herein. The Contractor shall ensure that the City is an additional insured on each and every Subcontractor's Commercial General liability insurance policy using an

endorsement at least as broad as ISO Additional Insured endorsement CG 20 38 04 13.

K. Waiver of Subrogation.

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

L. Notice of Cancellation of Insurance.

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

M. Failure to Maintain Insurance

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

8. Compliance with Laws.

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

9. Non-discrimination.

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

cause for immediate termination of this Contract and the Contractor may be barred from performing any services or work for the City in the future unless the Contractor demonstrates to the satisfaction of the City that discriminatory practices have been eliminated and that recurrence of such discriminatory practices is unlikely.

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

10. Assignment and Subcontractors.

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

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

11. Contract Administration and Notices.

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

To City:

City of Lake Stevens
Attn: City Clerk
1812 Main Street (Physical Address)
Post Office Box 257 (Mailing Address)
Lake Stevens, WA 98258
Telephone: 425.622-9400

To Contractor

Contractor Business Name
Attn: Name & Title of Binding Officer
Mailing Address
City, State ZIP
Telephone: _____

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

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

13. **Severability**

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

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

14. **Non-Waiver.**

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

15. **Survival.**

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

16. **Authority.**

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

17. **Counterparts and Signatures.**

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

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

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

CITY OF LAKE STEVENS

CONTRACTOR BUSINESS NAME

By: _____
Mayor

By: _____
Printed Name & Title

Attest:

Kathy Pugh, City Clerk

Approved as to Form:

Greg Rubstello, City Attorney

PERFORMANCE and PAYMENT BOND

Bond to the City of Lake Stevens

Bond # _____

KNOW ALL MEN BY THESE PRESENTS:

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

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

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

The conditions of the above obligation are such that:

WHEREAS, the City of _____ has let or is about to let to the said _____ the above bounded Principal, a certain contract, the said contract being numbered XX-XX, and providing for Project Name (which contract is referred to herein and is made a part hereof as though attached hereto), and

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

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

Signed this ____ day of _____, 20 ____.

By _____

Title

Surety Address

Surety Contact and Phone Number

By _____

Title

Agent Address

Agent Contact and Phone Number

ESCROW AGREEMENT for RETAINED PERCENTAGE

Project Name, Project **XX-XX**

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

____ TO:

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

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

INSTRUCTIONS

1. Upon delivery the warrants shall be endorsed by you and forwarded to the City for collection. You shall use the monies to purchase investments selected by the Contractor and approved by the City. You may follow the last written direction received by you from the Contractor, for each purchase, provided the direction otherwise conforms with this agreement. Acceptable investments are:
 1. Bills, certificates, notes or bonds of the United States;
 2. Other obligations of the United States or its agencies;
 3. Obligations of any corporation wholly owned by the Government of the United States;
 4. Indebtedness of the Federal National Mortgage Association;
 5. Time deposits in commercial banks;
 6. Other investments, except stocks, selected by the Contractor, subject to express prior written consent of the City.
2. The investments shall be in a form which allows you alone to reconvert them into money if you are required to do so by the City.
3. The investments must mature on or prior to the date set for the completion of the contract, including extension there of or thirty (30) days following the final acceptance of the work.
4. When interest on the investments accrues and is paid, you shall collect the interest and forward it to the Contractor unless otherwise directed by the Contractor.
5. You are not authorized to deliver to the Contractor all or any part of the investments held by you pursuant to this agreement (or any monies derived from the sale of such investments, or the negotiation of the City's warrants) **except** in accordance with the written instructions from the City. Compliance with such instructions shall relieve you of any further liability related thereto.
6. In the event the City orders you, in writing, to reconvert the investments and return all monies, you shall do so within thirty (30) days of receipt of the order.
7. The Contractor agrees to compensate you for your services in accordance with your current published schedule of applicable escrow fees. Payment of all fees shall be the sole responsibility of the Contractor and shall not be deducted from any monies placed with you pursuant to this agreement until and unless the City directs the release to the Contractor of the investments and monies held hereunder, whereupon you shall be entitled to reimburse yourself from such monies for the entire amount of your fee.
8. This agreement shall not be binding until signed by both parties and accepted by you.
9. This document contains the entire agreement between you, the Contractor, and the City, with respect to this Escrow, and you are not a party to, nor bound by any instrument or agreement other than this. You shall not be required to take notice of any default or any other matter, nor be bound by nor required to give notice or demand, nor required to take any action whatever except as herein expressly provided. You shall not be liable for any loss or damage not caused by your own negligence or willful misconduct.

CONTRACTOR

Federal Tax I.D. No. _____

By: _____

Title: _____

Address: _____

DATE: _____

CITY OF LAKE STEVENS

By: _____

Title: _____

DATE: _____

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

BANK

By: _____

Title: _____

Address: _____

DISTRIBUTION:

City Clerk
Financial Institution
Contractor
File Copy