



## ***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 – 22<sup>nd</sup> Street NE, Lake Stevens

**Tuesday, February 25, 2020 – 7:00 p.m.**

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

<b>CALL TO ORDER</b>	7:00 p.m.	Mayor
<b>PLEDGE OF ALLEGIANCE</b>		Mayor
<b>ROLL CALL</b>		
<b>APPROVAL OF AGENDA</b>		Council President
<b>OATH OF OFFICE</b>	Karen Boe – Veteran’s Commission	Mayor
 <b>CITIZEN COMMENTS</b>		
<b>COUNCIL BUSINESS</b>		
<b>MAYOR’S BUSINESS</b>		Council President
<b>CITY DEPARTMENT</b>		
<b>REPORT</b>	Update	
<b>CONSENT AGENDA</b>	 *A 2020 Vouchers *B City Council Regular Meeting Minutes of February 11, 2020 *C City Council Workshop Meeting Minutes of February 18, 2020 *D Cancellation of March 3, 2020 Workshop Meeting *E Skyhawks Contract *F Park Naming – Wyatt Park to Davies Beach	
	Barb Kathy Kathy Kathy Jill Jill	

**Lake Stevens City Council Regular Meeting Agenda**

**February 25, 2020**

*G	Interlocal Agreement with Marysville re Movies in the Park	Jill
*H	Appointment of Michael Duerr and Todd Welch to Planning Commission	Mayor
*I	Ordinance 1079 re 2020 Budget Amendment No. 1	Barb

**PUBLIC HEARING:**

<b>ACTION ITEMS:</b>	*J War Memorial Bid Award and Contract	Eric
	*K Farmers Market Bid Award	Jill

<b>DISCUSSION ITEMS:</b>	*L The Mill – Facilities Use Policy	Jill
	M 2019 Yearend Financial Summary	Barb

**EXECUTIVE SESSION:** 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.***

BLANKET VOUCHER APPROVAL  
**2020**

Payroll Direct Deposits	<b>2/10/2020</b>	<b>\$250,200.57</b>
Payroll Checks	<b>49696-49697</b>	<b>\$3,437.44</b>
Electronic Funds Transfers	<b>ACH</b>	<b>\$307,725.78</b>
Claims	<b>49698-49788</b>	<b>\$359,948.93</b>
Void Checks	<b>49480, 49688</b>	<b>(\$38.06)</b>
Total Vouchers Approved:		<b>\$921,274.66</b>

**This 25th 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 25th, 2020

---

**City Expenditures by Type on this voucher packet**

---

Personnel Costs	\$	253,638	28%
Payroll Federal Taxes	\$	93,647	10%
Retirement Benefits - Employer	\$	58,314	6%
Medical Benefits - Employer	\$	143,866	16%
Other Employer paid Benefits	\$	4,218	0%
Employee paid benefits - By Payroll	\$	62,442	7%
Supplies	\$	39,821	4%
Professional Services *	\$	248,733	27%
Capital	\$	16,633	2%
Void Check	\$	(38)	0.0%
<b>Total</b>	<b>\$</b>	<b>921,274.66</b>	<b>100%</b>

---

**Large Purchases**

\*Financial Software Springbrook CloudHosting - \$20,271.82

\*LS Portion of 2019 Annual Voter Registration - \$42,835.06

\*20th Street SE Phase II Segment 1 Design - \$38,859.13



Vendor: Ace Hardware  
Check Number: 49706

Invoice No	Check Date	Account Number	Account Name	Description	Amount
65161	2/19/2020	001 010 576 80 31 00	PK-Operating Costs	Slip Cap	\$10.79
65214	2/19/2020	410 016 531 10 31 02	SW-Operating Costs	Chain/PVC Coupler/Adapters	\$60.19
65234	2/19/2020	001 010 576 80 31 00	PK-Operating Costs	Batteries/Headlamp/Dawn Soap	\$110.05
65288	2/19/2020	001 010 576 80 31 00	PK-Operating Costs	Diesel Can	\$38.14
65296	2/19/2020	410 016 531 10 31 02	SW-Operating Costs	Ice Scraper/Brush	\$78.41
65301	2/19/2020	001 010 576 80 31 00	PK-Operating Costs	Carwash Supplies/Dawn Soap	\$9.44
65301	2/19/2020	101 016 544 90 31 02	ST-Operating Cost	Carwash Supplies/Dawn Soap	\$9.43
65301	2/19/2020	410 016 531 10 31 02	SW-Operating Costs	Carwash Supplies/Dawn Soap	\$9.43
65327	2/19/2020	001 013 518 20 31 00	GG-Operating Costs	Plunger	\$19.60
65339	2/19/2020	001 010 576 80 31 00	PK-Operating Costs	Closet Auger	\$10.89
65356	2/19/2020	101 016 544 90 31 02	ST-Operating Cost	Keys	\$10.88
65357	2/19/2020	101 016 544 90 31 02	ST-Operating Cost	Screwdriver Bit Set/Ratcheting Screwdriver	\$21.78
65381	2/19/2020	410 016 531 10 31 02	SW-Operating Costs	Circ Blade/Chalk Reel	\$17.42
65404	2/19/2020	101 016 544 90 31 02	ST-Operating Cost	Clamp/Fasteners	\$37.71
65417	2/19/2020	101 016 544 90 31 02	ST-Operating Cost	Socket Adapters	\$6.53
65423	2/19/2020	410 016 531 10 31 02	SW-Operating Costs	Extension Cord/Air Freshener	\$91.96
65436	2/19/2020	001 010 576 80 31 00	PK-Operating Costs	Right Angle Attachment/Bit Speedbor Flat	\$91.27
65487	2/19/2020	001 007 558 50 31 02	PL-Permit Related Op. Costs	Grade Stake	\$25.06
					\$658.98

Vendor: AFLAC  
Check Number: 0

Invoice No	Check Date	Account Number	Account Name	Description	Amount
088759	2/12/2020	001 000 284 00 00 00	Payroll Liability Other	Employee paid Insurance Prem	\$1,248.72

Vendor: Alpine Fire and Safety Systems Inc  
Check Number: 49707

Invoice No	Check Date	Account Number	Account Name	Description	Amount
59205	2/19/2020	001 008 521 50 30 00	LE-Facilities Supplies	First Aid Supplies PD	\$163.66

Vendor: Alta Planning Design Inc  
Check Number: 49708

Invoice No	Check Date	Account Number	Account Name	Description	Amount
002019-172-2	2/19/2020	001 010 576 80 41 00	PK-Professional Services	Trails Master Plan Development	\$4,957.50

Vendor: Amazon Capital Services  
Check Number: 49709

Invoice No	Check Date	Account Number	Account Name	Description	Amount
19FG-LHX3-P16P	2/19/2020	001 008 521 20 31 01	LE-Fixed Minor Equipment	Compliance Spill Kit/Tape Measure/First Aid Pouch/Speakers	\$441.56
1FCL-FJ6T-CVPR	2/19/2020	001 008 521 20 31 00	LE-Office Supplies	Leadership Books	\$29.62

Total for Period
<b>\$667,674.71</b>

Checks to be approved for period 02/06/2020 - 02/19/2020

Vendor: Amazon Capital Services

Check Number: 49710

Invoice No	Check Date	Account Number	Account Name	Description	Amount
14NR-MFWH-41VC	2/19/2020	001 010 576 80 31 00	PK-Operating Costs	Concrete Deck Box Versatile Gas Plugs	\$837.64
19K9-99QN-HMQY	2/19/2020	001 007 571 00 30 00	PL-Park & Recreation	Safety Vest/Trash Pickup Grabber	\$249.72
					\$1,087.36

Vendor: Assoc of Washington Cities EFT

Check Number: 0

Invoice No	Check Date	Account Number	Account Name	Description	Amount
021020	2/12/2020	001 000 283 00 00 00	Payroll Liability Medical	Medical Insurance Premium	\$141,389.46
021020	2/12/2020	001 013 518 30 20 00	GG-Benefits	Medical Insurance Premium	(\$0.02)
021020T	2/12/2020	001 000 283 00 00 00	Payroll Liability Medical	Teamster Dental Premium	\$2,476.89
021020T	2/12/2020	001 013 518 30 20 00	GG-Benefits	Teamster Dental Premium	(\$0.09)
					\$143,866.24

Vendor: Business Card

Check Number: 49711

Invoice No	Check Date	Account Number	Account Name	Description	Amount
BARNES 0220	2/19/2020	001 008 521 40 49 01	LE-Registration Fees	Registration - WA Safety Summit - J Barnes	\$100.00
BEAZIZO 0220	2/19/2020	001 008 521 20 43 00	LE-Travel & Per Diem	Hotel - SLI Training/Spokane - J Beazizo	\$487.35
BEAZIZO 0220	2/19/2020	001 008 521 40 49 01	LE-Registration Fees	Registration - FBI LEEDA SLI /Spokane - J Beazizo	\$695.00
BEAZIZO 0220	2/19/2020	001 008 521 40 49 01	LE-Registration Fees	Registration - IAPRO Conference - J Beazizo	\$150.00
BEAZIZO 0220	2/19/2020	001 008 521 40 49 01	LE-Registration Fees	Registration - IAPRO Conference - R Miner	\$150.00
BRAZEL 0220	2/19/2020	001 001 511 60 43 00	Legislative - Travel & Mtgs	Hotel - City Action Days Olympia - G Petershagen	\$293.38
BRAZEL 0220	2/19/2020	001 001 511 60 43 00	Legislative - Travel & Mtgs	Hotel - City Action Days Olympia - K Daughtry	\$293.38
BRAZEL 0220	2/19/2020	001 001 511 60 43 00	Legislative - Travel & Mtgs	Hotel - City Action Days Olympia - M Dickinson	\$293.38
BRAZEL 0220	2/19/2020	001 001 511 60 43 00	Legislative - Travel & Mtgs	Hotel - City Action Days Olympia - M Tageant	\$293.38
BRAZEL 0220	2/19/2020	001 001 511 60 43 00	Legislative - Travel & Mtgs	Hotel - City Action Days Olympia - S Frederick Cancellation Fee	\$146.69
BRAZEL 0220	2/19/2020	001 001 511 60 43 00	Legislative - Travel & Mtgs	Meal-Swr Mediation Hearing-Petershagen/Tagenat/Brazel/Attorney	\$94.59
BRAZEL 0220	2/19/2020	001 002 513 11 43 00	AD-Travel & Meetings	Hotel - City Action Days Olympia - G Brazel	\$293.38
BRAZEL 0220	2/19/2020	001 002 513 11 43 00	AD-Travel & Meetings	Meal - January 2020 MAG Meeting Snohomish	\$18.89
BRAZEL 0220	2/19/2020	001 002 513 11 43 00	AD-Travel & Meetings	Parking - City Action Days Olympia - G Brazel	\$14.00
BRAZEL 0220	2/19/2020	001 013 518 20 32 00	GG-Fuel	Fuel - City Action Days Olympia - G Brazel	\$36.43
BROOKS 0220	2/19/2020	001 008 521 20 43 00	LE-Travel & Per Diem	Hotel - SLI Training/Spokane - R Brooks	\$487.35
BROOKS 0220	2/19/2020	001 008 521 40 49 01	LE-Registration Fees	Registration - Narcotic/Explosive Conference - A Michael	\$445.00
BROOKS 0220	2/19/2020	001 008 521 40 49 01	LE-Registration Fees	Registration - SLI/Spokane - R Brooks	\$695.00
BROOKS 0220	2/19/2020	001 008 521 40 49 01	LE-Registration Fees	Registration - Taser CEW Instructor Cert - D Jewell	\$495.00
DREHER 0220	2/19/2020	001 008 521 20 31 00	LE-Office Supplies	Sport Physiology for Coaches	\$22.70
DREHER 0220	2/19/2020	001 008 521 20 31 00	LE-Office Supplies	TV Wall Mount	\$22.88
DREHER 0220	2/19/2020	001 008 521 20 31 01	LE-Fixed Minor Equipment	Access Tools Super Mega Jack Set	\$353.99
DREHER 0220	2/19/2020	001 008 521 20 31 01	LE-Fixed Minor Equipment	Antimicrobial Towelettes/Hand Antiseptic/Isolation Gown	\$268.96
DREHER 0220	2/19/2020	001 008 521 20 31 01	LE-Fixed Minor Equipment	Boot Covers	\$68.67
DREHER 0220	2/19/2020	001 008 521 20 31 01	LE-Fixed Minor Equipment	Fuming Control Cards	\$95.43
DREHER 0220	2/19/2020	001 008 521 20 31 04	LE-Donation Exp - Other	OnSite Defibrillators	\$3,090.16
DREHER 0220	2/19/2020	001 008 521 20 43 01	LE-Business Meetings	Lunch for PD Sergeant Promotion Process	\$92.54
DREHER 0220	2/19/2020	001 008 521 20 48 00	LE-Repair & Maintenance Equip	Emergency Backpack	\$56.65
DREHER 0220	2/19/2020	111 008 521 20 31 01	Drug Seize - Canine Supplies	Narc Bags Pack Cloth Set/Tech Waist Lead	\$65.35
DREHER 0220	2/19/2020	520 008 594 21 63 00	Capital Equipment	Orange Road Cones	\$530.31
DURPOS 0220	2/19/2020	101 016 542 66 31 00	ST-Snow & Ice - Sply	Electric Clutch for Salt Spreaders	\$167.05

DURPOS 0220	2/19/2020	101 016 543 30 43 00	ST-Travel & Meetings	Parking - PSRC 20th St Transportation Meeting - Durpos	\$6.00
DURPOS 0220	2/19/2020	410 016 531 10 31 02	SW-Operating Costs	Portable Tripod Projector Screen for Flagger Class	\$163.49
DYER 0220	2/19/2020	001 008 521 20 49 00	LE-Dues & Memberships	LS Rotary Club Annual Dues	\$130.00
GOOD 0220	2/19/2020	001 001 511 60 49 01	Legislative - Prof. Developmen	Registration - Running Great Meetings - A Jorstad	\$75.00
GOOD 0220	2/19/2020	001 001 511 60 49 01	Legislative - Prof. Developmen	Registration - SMC Economic Forecast - G Petershagen	\$65.00
GOOD 0220	2/19/2020	001 001 511 60 49 01	Legislative - Prof. Developmen	Registration - SnoCo Sities January Meeting - K Daughtry	\$45.00
GOOD 0220	2/19/2020	001 001 511 60 49 01	Legislative - Prof. Developmen	Registration - SnoCo Sities January Meeting - M Dickinson	\$45.00
GOOD 0220	2/19/2020	001 001 511 60 49 01	Legislative - Prof. Developmen	Registration - State of Everett - G Petershagen	\$50.00
GOOD 0220	2/19/2020	001 005 518 10 41 00	HR-Professional Services	AWC 10-Pack Job Posting	\$350.00
MINER 0220	2/19/2020	001 008 521 20 43 00	LE-Travel & Per Diem	Parking - City of Seattle 2020-01426 - J Wachtveitl	\$3.50
PUGH 0220	2/19/2020	001 003 514 20 49 02	CC-Staff Development	Registration - 2020 WMCA Conf/Yakima - A Crim	\$550.00
PUGH 0220	2/19/2020	001 003 514 20 49 02	CC-Staff Development	Registration - 2020 WMCA Conf/Yakima - K Pugh	\$550.00
STEVENS B 0220	2/19/2020	001 004 514 23 43 00	FI-Travel & Meetings	Registration - EASC Economic Forecast - B Stevens	\$40.00
STEVENS B 0220	2/19/2020	001 004 514 23 48 00	FI-Software Maint	Registration - 2020 Springbrook Conference - B Stevens	\$650.00
STEVENS B 0220	2/19/2020	001 004 514 23 49 01	FI-Staff Development	Registration - MRSC Cash Basis Reporting - B Stevens	\$125.00
STEVENS T 0220	2/19/2020	001 006 518 80 43 00	IT-Travel & Meetings	Flight - 2020 LF Empower Conf/Long Beach - K Welaye	\$183.50
STEVENS T 0220	2/19/2020	001 006 518 80 49 01	IT-Staff Development	ACCIS Membership - T Stevens	\$75.00
STEVENS T 0220	2/19/2020	001 008 521 20 41 00	LE-Professional Services	AssetTiger Annual Subscription Points	\$50.00
STEVENS T 0220	2/19/2020	001 008 521 20 41 01	LE-Professional Serv-Fixed	DuoSecurity MFA Annual	\$173.10
STEVENS T 0220	2/19/2020	001 008 521 20 41 01	LE-Professional Serv-Fixed	DuoSecurity MFA Annual - Refund	(\$173.10)
STEVENS T 0220	2/19/2020	001 013 518 20 41 00	GG-Professional Service	AssetTiger Annual Subscription Points	\$50.00
STEVENS T 0220	2/19/2020	101 016 542 30 41 02	ST-Professional Service	AssetTiger Annual Subscription Points	\$50.00
STEVENS T 0220	2/19/2020	410 016 531 10 41 01	SW-Professional Services	AssetTiger Annual Subscription Points	\$50.00
STEVENS T 0220	2/19/2020	510 006 518 80 49 16	LR - GoDaddy SSL - 3 yr	Annual GoDaddy Wildcard SSL Renewal	\$369.99
STEVENS T 0220	2/19/2020	510 006 518 80 49 17	LR - .GOV Domain	Domain Renewal	\$400.00
UBERT 0220	2/19/2020	001 008 521 20 31 01	LE-Fixed Minor Equipment	Dump Run Evidence Destruction	\$20.00
UBERT 0220	2/19/2020	001 008 521 20 31 04	LE-Donation Exp - Other	Awards Banquet Food	\$29.36
UBERT 0220	2/19/2020	001 008 521 20 31 04	LE-Donation Exp - Other	Awards Banquet Food	\$63.85
UBERT 0220	2/19/2020	001 008 521 20 41 01	LE-Professional Serv-Fixed	LexisNexis Dec 2019	\$163.50
UBERT 0220	2/19/2020	001 008 521 20 43 00	LE-Travel & Per Diem	Flight - LERM Conference July 2020 - Starkenburg	\$489.90
UBERT 0220	2/19/2020	001 008 521 40 49 01	LE-Registration Fees	Registration - PRA/OPMA Case Law - Starkenburg	\$35.00
UBERT 0220	2/19/2020	001 008 521 40 49 01	LE-Registration Fees	Registration Cancellation - PRA/OPMA Case Law - Ubert	\$5.00
UBERT 0220	2/19/2020	001 008 521 50 30 00	LE-Facilities Supplies	New Building Training Center Vacuum	\$142.08
VALVICK 0220	2/19/2020	001 008 521 20 42 00	LE-Communication	Postage - 1st Class Package for PD	\$10.50
WRIGHT 0220	2/19/2020	001 007 558 50 31 02	PL-Permit Related Op. Costs	Postcard Mailers LUA2019-0157 SEPA	\$14.66
WRIGHT 0220	2/19/2020	001 007 558 50 31 02	PL-Permit Related Op. Costs	Postcard Mailers LUA2019-0185 NOA	\$15.46
WRIGHT 0220	2/19/2020	001 007 558 50 31 02	PL-Permit Related Op. Costs	Postcard Mailers LUA2019-0198 ACUP	\$25.12
WRIGHT 0220	2/19/2020	001 007 558 50 32 00	PL-Fuel	Fuel	\$62.94
WRIGHT 0220	2/19/2020	001 007 558 50 43 00	PL-Travel & Mtgs	Parking Snohomish County	\$4.00
WRIGHT 0220	2/19/2020	001 007 559 30 49 01	PB-Staff Development	2020 WABO Membership - R Mumma	\$45.00
WRIGHT 0220	2/19/2020	411 016 594 31 60 03	Capital Drainage Projects	Recording Doc #202001220839	\$107.50
					\$15,627.24

Vendor: Carter

Check Number: 49712

Invoice No	Check Date	Account Number	Account Name	Description	Amount
030220 CARTER	2/19/2020	001 008 521 20 43 00	LE-Travel & Per Diem	PerDiem - Meals NRA School Shield/Arlington - D Carter	\$100.00
					\$100.00

Vendor: Central Welding Supply Co Inc

Check Number: 49713

Invoice No	Check Date	Account Number	Account Name	Description	Amount
EV276923	2/19/2020	101 016 544 90 31 02	ST-Operating Cost	Blade Cermet Steel Arbor	\$169.03
RN01200988	2/19/2020	410 016 531 10 31 02	SW-Operating Costs	Argon Gas	\$18.06
					\$187.09

Vendor: Chilwon Corporation

Check Number: 49714

Invoice No	Check Date	Account Number	Account Name	Description	Amount
LSPD011	2/19/2020	001 008 521 20 41 01	LE-Professional Serv-Fixed	Uniform Cleaning - PD	\$273.59
					\$273.59

Vendor: City of Marysville

Check Number: 49715

Invoice No	Check Date	Account Number	Account Name	Description	Amount
20-001	2/19/2020	001 013 512 50 41 00	GG-Municipal Court Fees	Marysville Court Citations Jan 2020	\$19,110.61
POLIN 19-0155	2/19/2020	001 008 523 60 41 00	LE-Jail	Prisoner Medical SCORE Nov 2019	\$150.87
POLIN 20-0001	2/19/2020	001 008 523 60 41 00	LE-Jail	Prisoner Medical Jan 2020	\$100.00
POLIN 20-0003	2/19/2020	001 008 523 60 41 00	LE-Jail	Prisoner Medical Yakima Dec 2019	\$20.89
					\$19,382.37

Vendor: Coast Gateway LLC

Check Number: 49716

Invoice No	Check Date	Account Number	Account Name	Description	Amount
563981	2/19/2020	001 008 521 20 43 00	LE-Travel & Per Diem	Hotel - WSCJTC Training - J Kilroy	\$510.20
					\$510.20

Vendor: Comcast

Check Number: 49717

Invoice No	Check Date	Account Number	Account Name	Description	Amount
0120 COMCAST	2/19/2020	001 008 521 20 42 00	LE-Communication	Internet Services - Market Place	\$106.19
0120 COMCAST	2/19/2020	001 008 521 20 42 00	LE-Communication	Internet Services - N Lakeshore Dr	\$146.19
0120 COMCAST	2/19/2020	001 010 576 80 42 00	PK-Communication	Internet Services - Parks/Rec Office	\$136.19
0120 COMCAST	2/19/2020	101 016 542 64 47 00	ST-Traffic Control -Utility	Traffic Signal Control	\$155.01
					\$543.58

Vendor: Cooper

Check Number: 49718

Invoice No	Check Date	Account Number	Account Name	Description	Amount
021820 COOPER	2/19/2020	001 008 521 20 43 00	LE-Travel & Per Diem	PerDiem - CJIS/Marysville - M Cooper	\$20.00
022720 COOPER	2/19/2020	001 008 521 20 31 01	LE-Fixed Minor Equipment	Reimburse Uniform Boots	\$69.75
					\$89.75

Vendor: Crystal Springs

Check Number: 49719

Invoice No	Check Date	Account Number	Account Name	Description	Amount
16015194 020120	2/19/2020	001 008 521 50 30 00	LE-Facilities Supplies	Bottled Water - Police Department	\$161.21
					\$161.21

Vendor: Dept of Labor and Industries

Check Number: 49720

Invoice No	Check Date	Account Number	Account Name	Description	Amount
322672	2/19/2020	001 012 557 30 40 02	CS - VIC Professional Services	Boiler/Pressure Vessel Cert - VIC	\$24.23

322826	2/19/2020	101 016 542 30 41 02	ST-Professional Service	Boiler/Pressure Vessel Cert - City Shop	\$40.19
322826	2/19/2020	410 016 531 10 41 01	SW-Professional Services	Boiler/Pressure Vessel Cert - City Shop	\$40.20
					\$104.62

Vendor: Dept of Licensing

Check Number: 0

Invoice No	Check Date	Account Number	Account Name	Description	Amount
3901-3980	2/19/2020	633 000 589 30 00 05	Gun Permit - State Remittance	Gun Permit - State Remittance	\$108.00
					\$108.00

Vendor: Dept of Retirement (Deferred Comp)

Check Number: 0

Invoice No	Check Date	Account Number	Account Name	Description	Amount
021020	2/12/2020	001 000 282 00 00 00	Payroll Liability Retirement	Employee Portion-State Defere	\$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
021020	2/12/2020	001 000 282 00 00 00	Payroll Liability Retirement	PERS LEOFF Contributions	\$58,051.38
021020S	2/12/2020	001 000 282 00 00 00	Payroll Liability Retirement	PERS LEOFF Contributions-State	\$262.88
					\$58,314.26

Vendor: Dept of Revenue EFT

Check Number: 0

Invoice No	Check Date	Account Number	Account Name	Description	Amount
JAN2020	2/19/2020	001 013 518 90 49 06	GG-Excise Tax	January 2020 Excise Tax	\$33.23
					\$33.23

Vendor: Dept of Transportation

Check Number: 49721

Invoice No	Check Date	Account Number	Account Name	Description	Amount
313ATB00114179	2/19/2020	101 016 542 30 41 02	ST-Professional Service	2019 Bridge Inspections Sept 2019	\$108.08
313ATB00114180	2/19/2020	101 016 542 30 41 02	ST-Professional Service	2019 Bridge Inspections Sept 2019	\$108.07

Vendor: Diamante Cleaning Experts LLC

Check Number: 49722

Invoice No	Check Date	Account Number	Account Name	Description	Amount
19	2/19/2020	001 007 558 50 41 00	PL-Professional Servic	Janitorial Services - City Hall	\$65.00
19	2/19/2020	001 007 559 30 41 00	PB-Professional Srv	Janitorial Services - City Hall	\$65.00
19	2/19/2020	001 008 521 50 48 00	LE-Facility Repair & Maint	Janitorial Services - Police Department	\$390.00
19	2/19/2020	001 010 576 80 41 00	PK-Professional Services	Janitorial Services - City Hall	\$65.00
19	2/19/2020	001 013 518 20 41 00	GG-Professional Service	Janitorial Services - City Hall	\$65.00
19	2/19/2020	001 013 518 20 41 00	GG-Professional Service	Janitorial Services - VIC	\$98.00
19	2/19/2020	101 016 542 30 41 02	ST-Professional Service	Janitorial Services - City Hall	\$65.00
19	2/19/2020	410 016 531 10 41 01	SW-Professional Services	Janitorial Services - City Hall	\$65.00
					\$878.00

Vendor: EFTPS

Check Number: 0

Invoice No	Check Date	Account Number	Account Name	Description	Amount
021020	2/12/2020	001 000 281 00 00 00	Payroll Liability Taxes	Federal Payroll Taxes	\$93,647.46
					\$93,647.46

Vendor: Electronic Business Machines

Check Number: 49723

Invoice No	Check Date	Account Number	Account Name	Description	Amount
AR157844	2/19/2020	101 016 542 30 48 00	ST-Repair & Maintenance	Copier Repair & Maintenance PW	\$10.20
AR157844	2/19/2020	410 016 531 10 48 00	SW-Repairs & Maintenance	Copier Repair & Maintenance PW	\$10.19

Vendor: Environmental Science Associates (ESA)

Check Number: 49724

Invoice No	Check Date	Account Number	Account Name	Description	Amount
152368	2/19/2020	301 016 595 30 60 03	17005- 24th St & 91st Ext	SR9 & 24th St Roundabout Professional Services	\$750.00

\$750.00

Vendor: Everett Stamp Works

Check Number: 49725

Invoice No	Check Date	Account Number	Account Name	Description	Amount
28801	2/19/2020	001 005 518 10 31 00	HR-Office Supplies	Nameplate - A Warrington	\$28.23
28863	2/19/2020	001 007 558 50 31 02	PL-Permit Related Op. Costs	Building Department Stamp	\$86.18

\$114.41

Vendor: Everett Steel Inc

Check Number: 49726

Invoice No	Check Date	Account Number	Account Name	Description	Amount
285298	2/19/2020	101 016 542 70 31 01	ST Beautification Street Signs	Tubes	\$327.97
285820	2/19/2020	410 016 531 10 31 02	SW-Operating Costs	RSD Exp Metal/Tubes	\$525.52
286421	2/19/2020	001 010 576 80 31 00	PK-Operating Costs	Tubes/Flat Bar	\$587.07
286474	2/19/2020	410 016 531 10 31 02	SW-Operating Costs	Channel/Rect Tubes	\$153.72

\$1,594.28

Vendor: Fastenal Company

Check Number: 49727

Invoice No	Check Date	Account Number	Account Name	Description	Amount
WAARN137594	2/19/2020	001 010 576 80 31 00	PK-Operating Costs	Paint	\$18.67
WAARN137594	2/19/2020	101 016 544 90 31 02	ST-Operating Cost	Paint	\$18.67
WAARN137594	2/19/2020	410 016 531 10 31 02	SW-Operating Costs	Paint	\$18.66

\$56.00

Vendor: Feldman and Lee

Check Number: 49728

Invoice No	Check Date	Account Number	Account Name	Description	Amount
100	2/19/2020	001 011 515 91 41 01	Social Worker Program (Grant)	2020 Social Services Program	\$13,520.00
100	2/19/2020	001 011 589 40 00 00	Grant Exp - Arlington	2020 Social Services Program	\$13,200.00

\$26,720.00

Vendor: Frontier

Check Number: 49729

Invoice No	Check Date	Account Number	Account Name	Description	Amount
0220 FRONTIER	2/19/2020	001 012 575 30 42 00	CS - Museum - Communications	Telephone Services Museum	\$213.45
0220 FRONTIER	2/19/2020	001 013 518 20 42 00	GG-Communication	Fax Services City Hall	\$29.12
0220 FRONTIER	2/19/2020	101 016 542 64 47 00	ST-Traffic Control -Utility	Traffic Control Modem	\$29.13
0220 FRONTIER	2/19/2020	101 016 543 30 42 00	ST-Communications	Fax Services City Hall	\$29.13
0220 FRONTIER	2/19/2020	410 016 531 10 42 00	SW-Communications	Fax Services City Hall	\$62.22

\$363.05

Vendor: Gailey

Check Number: 49730

Invoice No	Check Date	Account Number	Account Name	Description	Amount
030320 GAILEY	2/19/2020	001 001 513 10 43 00	Executive - Travel & Mtgs	PerDiem - Meals US2 Corridor Meetings/Washington DC - Gailey	\$228.00
					\$228.00

Vendor: Gordon Truck Centers Inc

Check Number: 49731

Invoice No	Check Date	Account Number	Account Name	Description	Amount
PC302086855-01	2/19/2020	410 016 531 10 31 02	SW-Operating Costs	Final Charge 5050 GL PW65	\$69.45
					\$69.45

Vendor: Grainger

Check Number: 49732

Invoice No	Check Date	Account Number	Account Name	Description	Amount
9432566413	2/19/2020	410 016 531 10 31 02	SW-Operating Costs	Beacon Light	\$497.78
9433073179	2/19/2020	101 016 544 90 31 02	ST-Operating Cost	Banding Bracket/Hose Clamp	\$467.69
9433350189	2/19/2020	410 016 531 10 31 02	SW-Operating Costs	Mini Light Bar	\$366.90
9434560372	2/19/2020	410 016 531 10 31 02	SW-Operating Costs	Warning Light	\$202.91
9440434562	2/19/2020	101 016 544 90 31 02	ST-Operating Cost	Video Borescope	\$196.29
					\$1,731.57

Vendor: Griffen

Check Number: 49733

Invoice No	Check Date	Account Number	Account Name	Description	Amount
8Z0123305	2/19/2020	001 011 515 91 41 00	LG-General Public Defender	Public Defender Services	\$300.00
8Z0769813	2/19/2020	001 011 515 91 41 00	LG-General Public Defender	Public Defender Services	\$262.50
9Z0613409	2/19/2020	001 011 515 91 41 00	LG-General Public Defender	Public Defender Services	\$300.00
9Z0921615	2/19/2020	001 011 515 91 41 00	LG-General Public Defender	Public Defender Services	\$225.00
					\$1,087.50

Vendor: Gunarama Wholesale Inc

Check Number: 49734

Invoice No	Check Date	Account Number	Account Name	Description	Amount
1013957	2/19/2020	520 008 594 21 63 00	Capital Equipment	Purchasing Firearms	\$4,773.11
1014049	2/19/2020	520 008 594 21 63 00	Capital Equipment	Firearms Credits	(\$2,599.65)
					\$2,173.46

Vendor: HB Jaeger Co LLC

Check Number: 49735

Invoice No	Check Date	Account Number	Account Name	Description	Amount
U2016003719	2/19/2020	302 010 594 76 61 00	PM - Frontier Heights Capital	Orange Silt Fence/T-Post - Frontier Heights	\$2,249.80
U2016003720	2/19/2020	302 010 594 76 61 00	PM - Frontier Heights Capital	Orange Silt Fence/T-Post/Baling Tie Wire - Frontier Heights	\$424.01
U2016006226	2/19/2020	302 010 594 76 61 00	PM - Frontier Heights Capital	Sediment Bags/ Orange Silt Fence - Frontier Heights	\$525.04
					\$3,198.85

Vendor: Honey Bucket

Check Number: 49736

Invoice No	Check Date	Account Number	Account Name	Description	Amount
0551404541	2/19/2020	001 010 576 80 45 00	PK-Equipment Rental	Honey Bucket Rental - Swim Beach	\$269.65
0551412421	2/19/2020	001 010 576 80 45 00	PK-Equipment Rental	Honey Bucket Rental - Swim Beach	(\$221.50)
					\$48.15

Vendor: HRA VEBA Trust YA20192

Check Number: 49698

Invoice No	Check Date	Account Number	Account Name	Description	Amount
021020	2/12/2020	001 000 283 00 00 00	Payroll Liability Medical	Employee VEBA Contributions	\$1,486.48 \$1,486.48

Vendor: HSA Bank

Check Number: 49699

Invoice No	Check Date	Account Number	Account Name	Description	Amount
021020	2/12/2020	001 000 284 00 00 00	Payroll Liability Other	Health Savings Account Employee Contributions	\$456.24 \$456.24

Vendor: International Association of Chiefs of Police

Check Number: 49737

Invoice No	Check Date	Account Number	Account Name	Description	Amount
0098187	2/19/2020	001 008 521 20 49 00	LE-Dues & Memberships	IACP Membership Dues - Dyer	\$190.00 \$190.00

Vendor: Iron Mountain Quarry LLC

Check Number: 49738

Invoice No	Check Date	Account Number	Account Name	Description	Amount
0298298	2/19/2020	001 013 518 20 31 00	GG-Operating Costs	Rock - Grimm House	\$295.22 \$295.22

Vendor: Irwin

Check Number: 49739

Invoice No	Check Date	Account Number	Account Name	Description	Amount
030220 IRWIN	2/19/2020	001 008 521 20 43 00	LE-Travel & Per Diem	PerDiem - Meals NRA School Shield/Arlington - D Irwin	\$100.00 \$100.00

Vendor: J Thayer Company Inc

Check Number: 49740

Invoice No	Check Date	Account Number	Account Name	Description	Amount
1428805-0	2/19/2020	001 008 521 20 31 00	LE-Office Supplies	Laminator/Toner/Paper/Binder Clips/Tape	\$468.24
1429248-0	2/19/2020	001 013 518 20 31 00	GG-Operating Costs	Hand Soap/Paper Towels	\$130.87
1430227-0	2/19/2020	001 005 518 10 31 00	HR-Office Supplies	Labels/Ink	\$64.43
1430227-0	2/19/2020	001 007 558 50 31 00	PL-Office Supplies	Markers/Calculator	\$32.62
1430227-0	2/19/2020	001 007 559 30 31 00	PB-Office Supplies	Binder Clips	\$1.47
1432016-0	2/19/2020	001 008 521 20 31 00	LE-Office Supplies	Toner	\$117.48
1432251-0	2/19/2020	001 004 514 23 31 00	FI-Office Supplies	Binder	\$11.42
1432251-0	2/19/2020	001 005 518 10 31 00	HR-Office Supplies	Folders	\$61.85
1432251-0	2/19/2020	001 007 559 30 31 00	PB-Office Supplies	Folders/Pens/Files/Post It Notes	\$181.82
1432251-0	2/19/2020	001 013 518 20 31 00	GG-Operating Costs	Gel Pens	\$24.88

\$1,095.08

Vendor: Kilroy

Check Number: 49741

Invoice No	Check Date	Account Number	Account Name	Description	Amount
021720 KILROY	2/19/2020	001 008 521 20 43 00	LE-Travel & Per Diem	PerDiem - Meals VNR Instructor/Burien - J Kilroy	\$228.00
022320 KILROY	2/19/2020	001 008 521 20 43 00	LE-Travel & Per Diem	PerDiem - Meals GST Instructor/Burien - J Kilroy	\$228.00

\$456.00

Vendor: KnowBe4 Inc  
Check Number: 49742

Invoice No	Check Date	Account Number	Account Name	Description	Amount
INV78814	2/19/2020	510 006 518 80 49 26	LR - KnowBe4 Cyber Security Tr	2020 Security Awareness Training Subscription	\$1,684.37 \$1,684.37

Vendor: Lake Stevens Mountain View  
Check Number: 49743

Invoice No	Check Date	Account Number	Account Name	Description	Amount
021820 MOUNTAIN	2/19/2020	003 007 558 50 49 00	Miscellaneous	LUA2019-0039 Refund Minus 1 Hour Staff Time	\$1,006.50 \$1,006.50

Vendor: Lake Stevens Police Guild  
Check Number: 49700

Invoice No	Check Date	Account Number	Account Name	Description	Amount
021020	2/12/2020	001 000 284 00 00 00	Payroll Liability Other	Employee Paid Union Dues	\$1,121.00 \$1,121.00

Vendor: Lake Stevens Sewer District  
Check Number: 49744

Invoice No	Check Date	Account Number	Account Name	Description	Amount
020120 LSSD	2/19/2020	001 008 521 50 47 00	LE-Facility Utilities	Sewer - N Lakeshore Dr Acct 6666-01	\$86.00
020120 LSSD	2/19/2020	001 008 521 50 47 00	LE-Facility Utilities	Sewer - New Police Evidence Building Acct 6294-03	\$86.00
020120 LSSD	2/19/2020	001 008 521 50 47 00	LE-Facility Utilities	Sewer - New Police Station Acct 6296.03	\$172.00
020120 LSSD	2/19/2020	001 008 521 50 47 00	LE-Facility Utilities	Sewer - New Police Training Rm Acct 8710-03	\$86.00
020120 LSSD	2/19/2020	001 008 521 50 47 00	LE-Facility Utilities	Sewer - Police Station Acct 9902-01	\$86.00
020120 LSSD	2/19/2020	001 010 576 80 47 00	PK-Utilities	Sewer - Boat Launch Restrooms Acct 12326-01	\$87.00
020120 LSSD	2/19/2020	001 010 576 80 47 00	PK-Utilities	Sewer - Lundeen Park Acct 2538-02	\$172.00
020120 LSSD	2/19/2020	001 012 572 20 47 00	CS - Library-Utilities	Sewer - Library Acct 6664-01	\$86.00
020120 LSSD	2/19/2020	001 013 518 20 47 00	GG-Utilities	Sewer - City Hall Acct 6671-01	\$86.00
020120 LSSD	2/19/2020	001 013 518 20 47 00	GG-Utilities	Sewer - Vacant Houses 20th St SE Acct 3134-03	\$86.00
020120 LSSD	2/19/2020	001 013 518 20 47 02	GG-Utilities for Rentals	Sewer - Butler Property Acct 6670-02	\$86.00
020120 LSSD	2/19/2020	001 013 518 20 47 02	GG-Utilities for Rentals	Sewer - Leased Comm Building Acct 6390-03	\$247.68

\$1,366.68

Vendor: Land Pro Group  
Check Number: 49745

Invoice No	Check Date	Account Number	Account Name	Description	Amount
021920 LPG	2/19/2020	301 000 345 85 10 01	Traffic Mitigation - TIZ 1	BLD2019-0801 Traffic Impact Fee Refund	\$44,336.00 \$44,336.00

Vendor: Language Line Services Inc  
Check Number: 49746

Invoice No	Check Date	Account Number	Account Name	Description	Amount
4744991	2/19/2020	001 008 521 20 41 01	LE-Professional Serv-Fixed	Over the Phone Interpretation Services PD	\$11.17 \$11.17

Vendor: Lemay Mobile Shredding Inc  
Check Number: 49747

Invoice No	Check Date	Account Number	Account Name	Description	Amount
4646171	2/19/2020	001 008 521 20 41 01	LE-Professional Serv-Fixed	Shredding Services PD	\$17.26
4646172	2/19/2020	001 013 518 20 41 00	GG-Professional Service	Shredding Services CH	\$12.33

\$29.59

Vendor: LN Curtis & Sons  
Check Number: 49748

Invoice No	Check Date	Account Number	Account Name	Description	Amount
INV360337	2/19/2020	001 008 521 20 31 01	LE-Fixed Minor Equipment	Def Tech Stream	\$247.24
					\$247.24

Vendor: McLoughlin & Eardley Group Inc  
Check Number: 49749

Invoice No	Check Date	Account Number	Account Name	Description	Amount
0245908-IN	2/19/2020	001 008 521 20 31 01	LE-Fixed Minor Equipment	Carbide Siren w/Canport	\$2,277.80
0245963-IN	2/19/2020	001 008 521 20 31 01	LE-Fixed Minor Equipment	Liberty Strobes/Center Strobes/Y Harness	\$4,159.44
					\$6,437.24

Vendor: Method Barricade & Construction Supply LLC  
Check Number: 49750

Invoice No	Check Date	Account Number	Account Name	Description	Amount
12629	2/19/2020	101 016 542 64 31 00	ST-Traffic Control - Supply	Stop Sign/Cross Traffic Does Not Stop Sign	\$432.43
12632	2/19/2020	101 016 542 70 31 01	ST Beautification Street Signs	Wayfinding Signs	\$250.70
12650	2/19/2020	101 016 542 64 31 00	ST-Traffic Control - Supply	Pipe/Square Post Street Sign Brackets	\$232.05
12651	2/19/2020	101 016 542 64 31 00	ST-Traffic Control - Supply	Perforated Square Sign Posts	\$1,539.63
12654	2/19/2020	101 016 542 64 31 00	ST-Traffic Control - Supply	City of LS Signs/Dead End Signs/Street Name Signs	\$4,674.31
					\$7,129.12

Vendor: MJ Neal Associates Architects PLLC  
Check Number: 49751

Invoice No	Check Date	Account Number	Account Name	Description	Amount
012520 MJ NEAL PD	2/19/2020	306 000 594 21 60 00	Police Dept Project Account	Police Dept Architectural/Engineering Svcs	\$8,800.00
012520 MJ NEAL PW	2/19/2020	001 010 594 76 64 00	PK-Capital Outlay	PW Shop Redesign Engineering Services	\$214.60
012520 MJ NEAL PW	2/19/2020	101 016 594 42 64 00	ST-Capital Expenditures	PW Shop Redesign Engineering Services	\$429.20
012520 MJ NEAL PW	2/19/2020	410 016 594 31 60 01	SW - Capital Expenditure	PW Shop Redesign Engineering Services	\$429.20
					\$9,873.00

Vendor: Monroe Correctional Complex  
Check Number: 49752

Invoice No	Check Date	Account Number	Account Name	Description	Amount
MCC2001-1159	2/19/2020	001 010 576 80 48 00	PK-Repair & Maintenance	DOC Work Crew - Jan 2020	\$109.69
MCC2001-1159	2/19/2020	001 013 518 20 48 00	GG-Repair & Maintenance	DOC Work Crew - Jan 2020	\$83.86
MCC2001-1159	2/19/2020	101 016 542 30 48 00	ST-Repair & Maintenance	DOC Work Crew - Jan 2020	\$185.96
MCC2001-1159	2/19/2020	410 016 531 10 48 00	SW-Repairs & Maintenance	DOC Work Crew - Jan 2020	\$328.46
					\$707.97

Vendor: Mumma  
Check Number: 49753

Invoice No	Check Date	Account Number	Account Name	Description	Amount
013020 MUMMA	2/19/2020	001 007 559 30 32 00	PB-Fuel	Reimburse - Fuel for City Vehicle	\$32.31
020320 MUMMA	2/19/2020	001 007 559 30 31 00	PB-Office Supplies	Reimburse - Page Tabs for City Fire Code	\$22.29
					\$54.60

Vendor: Nationwide Retirement Solution  
Check Number: 0

Invoice No	Check Date	Account Number	Account Name	Description	Amount
021020	2/12/2020	001 000 282 00 00 00	Payroll Liability Retirement	Employee Portion-Nationwide	\$4,220.00
					\$4,220.00

Vendor: New York Life  
Check Number: 49701

Invoice No	Check Date	Account Number	Account Name	Description	Amount
021020	2/12/2020	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
021020	2/12/2020	001 002 513 11 20 00	AD-Benefits	Life/Disability Ins Premiums	\$52.99
021020	2/12/2020	001 003 514 20 20 00	CC-Benefits	Life/Disability Ins Premiums	\$45.61
021020	2/12/2020	001 004 514 23 20 00	FI-Benefits	Life/Disability Ins Premiums	\$158.59
021020	2/12/2020	001 005 518 10 20 00	HR-Benefits	Life/Disability Ins Premiums	\$36.54
021020	2/12/2020	001 006 518 80 20 00	IT-Benefits	Life/Disability Ins Premiums	\$120.77
021020	2/12/2020	001 007 558 50 20 00	PL-Benefits	Life/Disability Ins Premiums	\$352.56
021020	2/12/2020	001 007 559 30 20 00	PB-Benefits	Life/Disability Ins Premiums	\$129.02
021020	2/12/2020	001 008 521 20 20 00	LE-Benefits	Life/Disability Ins Premiums	\$1,535.46
021020	2/12/2020	001 010 576 80 20 00	PK-Benefits	Life/Disability Ins Premiums	\$187.59
021020	2/12/2020	001 013 518 30 20 00	GG-Benefits	Life/Disability Ins Premiums	\$138.92
021020	2/12/2020	101 016 542 30 20 00	ST-Benefits	Life/Disability Ins Premiums	\$433.29
021020	2/12/2020	410 016 531 10 20 00	SW-Benefits	Life/Disability Ins Premiums	\$443.03
					\$3,634.37

Vendor: O Reilly Auto Parts  
Check Number: 49754

Invoice No	Check Date	Account Number	Account Name	Description	Amount
2960-162589	2/19/2020	410 016 531 10 31 02	SW-Operating Costs	Mirror Head PW3	\$10.89
2960-164039	2/19/2020	101 015 543 30 31 00	ME - Operating Costs	Battery - Snow Plow	\$129.12
					\$140.01

Vendor: Office of The State Treasurer  
Check Number: 49755

Invoice No	Check Date	Account Number	Account Name	Description	Amount
010120 STATE	2/19/2020	633 000 589 30 00 03	State Building Permit Remit	State Court Fees Jan 2020	\$578.00
010120 STATE	2/19/2020	633 000 589 30 00 04	State Court Remittance	State Court Fees Jan 2020	\$20,088.03
					\$20,666.03

Vendor: OSW Equipment & Repair LLC  
Check Number: 49756

Invoice No	Check Date	Account Number	Account Name	Description	Amount
503154	2/19/2020	101 016 542 66 31 00	ST-Snow & Ice - Sply	Rubber Snow Plow Edge	\$531.90
					\$531.90

Vendor: Perteet Inc  
Check Number: 49757

Invoice No	Check Date	Account Number	Account Name	Description	Amount
20120176.001-56	2/19/2020	301 016 544 40 41 00	Street Op - P&D - 20th St SE	20th Street SE Phase II Segment 1 Design	\$38,859.13
20180104.002-7	2/19/2020	410 016 531 10 41 01	SW-Professional Services	Callow Rd Drainage/Permit Engineering Services	\$645.00
20180104.003-1	2/19/2020	001 013 518 20 41 00	GG-Professional Service	2020 Citywide Safety Plan Services	\$1,792.50
					\$41,296.63

Vendor: Pilchuck Equipment Rental and Sales

Check Number: 49758

Invoice No	Check Date	Account Number	Account Name	Description	Amount
90034A	2/19/2020	001 010 576 80 45 00	PK-Equipment Rental	Scissor Lift Rental	\$491.85
					\$491.85

Vendor: Pilchuck Veterinary Hospital

Check Number: 49759

Invoice No	Check Date	Account Number	Account Name	Description	Amount
659581	2/19/2020	111 008 521 20 40 00	Drug Seize - Canine Prof Serv	Cia Vaccines	\$71.06
659882	2/19/2020	111 008 521 20 40 00	Drug Seize - Canine Prof Serv	Cia Vaccines Credit	(\$9.82)

Vendor: Pitney Bowes Inc

Check Number: 49760

Invoice No	Check Date	Account Number	Account Name	Description	Amount
1014944336	2/19/2020	001 013 518 20 31 00	GG-Operating Costs	Postage Machine Ink	\$259.40
					\$259.40

Vendor: Puget Sound Energy

Check Number: 49761

Invoice No	Check Date	Account Number	Account Name	Description	Amount
24316495 0220	2/19/2020	001 010 576 80 47 00	PK-Utilities	Natural Gas - City Shop	\$342.29
24316495 0220	2/19/2020	101 016 543 50 47 00	ST-Utilities	Natural Gas - City Shop	\$342.29
24316495 0220	2/19/2020	410 016 531 10 47 00	SW-Utilities	Natural Gas - City Shop	\$342.39
3723810 0220	2/19/2020	001 008 521 50 47 00	LE-Facility Utilities	Natural Gas - N Lakeshore Dr	\$164.02
					\$1,190.99

Vendor: Republic Services 197

Check Number: 49762

Invoice No	Check Date	Account Number	Account Name	Description	Amount
0197-002566435	2/19/2020	410 016 531 10 45 00	SW-Dumpster Service	Dumpster Services City Shop Yardwaste	\$102.94
0197-002567277	2/19/2020	001 010 576 80 45 01	PK- Dumpster Service	Dumpster Services City Shop	\$107.90
0197-002567277	2/19/2020	101 016 542 30 45 01	ST-Dumpster Service	Dumpster Services City Shop	\$107.90
0197-002567277	2/19/2020	410 016 531 10 45 00	SW-Dumpster Service	Dumpster Services City Shop	\$107.90
0197-002567812	2/19/2020	001 013 518 20 45 01	GG-Dumpster Service	Dumpster Services City Hall	\$464.99
					\$891.63

Vendor: Relxel USA Inc

Check Number: 49763

Invoice No	Check Date	Account Number	Account Name	Description	Amount
OB75500	2/19/2020	101 016 544 90 31 02	ST-Operating Cost	Ground Copper	\$235.60
OB75500	2/19/2020	410 016 531 10 31 02	SW-Operating Costs	Ground Copper	\$235.59
OB83627	2/19/2020	101 016 544 90 31 02	ST-Operating Cost	Breakers	\$69.01
OB83627	2/19/2020	410 016 531 10 31 02	SW-Operating Costs	Breakers	\$69.00
OB83835	2/19/2020	101 016 544 90 31 02	ST-Operating Cost	Aluminum Copper/Stranded Copper	\$273.48
OB83835	2/19/2020	410 016 531 10 31 02	SW-Operating Costs	Aluminum Copper/Stranded Copper	\$273.49
OB92462	2/19/2020	001 010 576 80 31 00	PK-Operating Costs	Aluminum Armor/Lighting/Conduit/Outlets	\$320.46
OB92462	2/19/2020	101 016 544 90 31 02	ST-Operating Cost	Aluminum Armor/Lighting/Conduit/Outlets	\$320.46
OB92462	2/19/2020	410 016 531 10 31 02	SW-Operating Costs	Aluminum Armor/Lighting/Conduit/Outlets	\$320.45
OB97345	2/19/2020	001 010 576 80 31 00	PK-Operating Costs	Conduit Piston Set	\$16.19
OB97345	2/19/2020	101 016 544 90 31 02	ST-Operating Cost	Conduit Piston Set	\$16.18
OB97345	2/19/2020	410 016 531 10 31 02	SW-Operating Costs	Conduit Piston Set	\$16.18

0C01683	2/19/2020	101 016 544 90 31 02	ST-Operating Cost	Spainless Riser Indoor/Wire	\$332.75
0C01683	2/19/2020	410 016 531 10 31 02	SW-Operating Costs	Spainless Riser Indoor/Wire	\$332.76
0C11089	2/19/2020	101 016 544 90 31 02	ST-Operating Cost	Control Station/Aluminum Armor/Surge Protect/Codebook/Wire	\$581.00
0C11089	2/19/2020	410 016 531 10 31 02	SW-Operating Costs	Control Station/Aluminum Armor/Surge Protect/Codebook/Wire	\$580.99
0C70766	2/19/2020	101 016 544 90 31 02	ST-Operating Cost	Power Outlet Panel	\$35.55
0C70766	2/19/2020	410 016 531 10 31 02	SW-Operating Costs	Power Outlet Panel	\$35.55
					\$4,064.69

Vendor: SCCFOA

Check Number: 49764

Invoice No	Check Date	Account Number	Account Name	Description	Amount
022720 SCCFOA	2/19/2020	001 003 514 20 43 00	CC-Travel & Meetings	SCCFOA Monthly Meeting - Pugh	\$20.00

\$20.00

Vendor: Smarsh Inc

Check Number: 49765

Invoice No	Check Date	Account Number	Account Name	Description	Amount
INV00574766	2/19/2020	510 006 518 80 49 05	LR - Smarsh	Archiving Platform	\$660.00

\$660.00

Vendor: Smith

Check Number: 49766

Invoice No	Check Date	Account Number	Account Name	Description	Amount
021120 SMITH	2/19/2020	003 000 345 81 00 00	Zoning-Subdivision Fees	LUA2020-0017 Refund for Duplicate Charge	\$750.00

\$750.00

Vendor: Snohomish County Auditor

Check Number: 49767

Invoice No	Check Date	Account Number	Account Name	Description	Amount
I-VR-8	2/19/2020	001 001 514 90 40 00	Legislative - Voter Reg Fees	LS Portion of 2019 Annual Voter Registration	\$42,835.06

\$42,835.06

Vendor: Snohomish County Planning

Check Number: 49768

Invoice No	Check Date	Account Number	Account Name	Description	Amount
I000524018	2/19/2020	001 013 518 90 49 05	GG-SnoCo Tomorrow	2020 Snohomish County Tomorrow Dues	\$6,284.00

\$6,284.00

Vendor: Snohomish County PUD

Check Number: 49769

Invoice No	Check Date	Account Number	Account Name	Description	Amount
100413026	2/19/2020	001 008 521 50 47 00	LE-Facility Utilities	204719082 New PD Station Water/Electric	\$338.78
105273299	2/19/2020	001 008 521 50 47 00	LE-Facility Utilities	200558690 Police N Lakeshore Dr Electric	\$104.53
105273299	2/19/2020	001 008 521 50 47 00	LE-Facility Utilities	200558690 Police N Lakeshore Dr Water	\$24.55
105276384	2/19/2020	001 010 576 80 47 00	PK-Utilities	201487055 2424 Soper Hill Rd Mobile Electric	\$23.32
105276384	2/19/2020	001 010 576 80 47 00	PK-Utilities	201487055 2424 Soper Hill Rd Mobile Water	\$24.66
111885273	2/19/2020	101 016 542 63 47 00	ST-Lighting - Utilities	200363505 Traffic Signal	\$94.95
115185839	2/19/2020	101 016 542 63 47 00	ST-Lighting - Utilities	201860178 Traffic Signal 9101 Market Pl	\$169.76
121816942	2/19/2020	001 010 576 80 47 00	PK-Utilities	221860174 Frontier Circle Park Electric	\$18.89
125134885	2/19/2020	101 016 542 63 47 00	ST-Lighting - Utilities	201973682 Street Lights	\$47.38
128411801	2/19/2020	001 010 576 80 47 00	PK-Utilities	202340527 Decant Yard	\$20.75
128411801	2/19/2020	101 016 543 50 47 00	ST-Utilities	202340527 Decant Yard	\$20.75
128411801	2/19/2020	410 016 531 10 47 00	SW-Utilities	202340527 Decant Yard	\$20.76
131723939	2/19/2020	101 016 542 63 47 00	ST-Lighting - Utilities	202988481 Street Lights	\$266.86

141550708	2/19/2020	101 016 542 63 47 00	ST-Lighting - Utilities	202624367 Street Lights	\$12,303.48
141550709	2/19/2020	101 016 542 63 47 00	ST-Lighting - Utilities	202648101 Street Lights Soper Hill Annex	\$1,518.68
141550710	2/19/2020	101 016 542 63 47 00	ST-Lighting - Utilities	202670725 Street Lights	\$1,251.30
148172407	2/19/2020	101 016 542 63 47 00	ST-Lighting - Utilities	202013249 Traffic Signal 1933 79th Ave SE	\$131.97
148172407	2/19/2020	101 016 542 64 47 00	ST-Traffic Control -Utility	202013249 Traffic Signal 7441 20th St SE	\$94.67
151475782	2/19/2020	001 010 576 80 47 00	PK-Utilities	203582010 Lundeen Restrooms Electric	\$222.11
151475782	2/19/2020	001 010 576 80 47 00	PK-Utilities	203582010 Lundeen Restrooms Water	\$287.06
151475782	2/19/2020	001 012 557 30 40 01	CS - VIC Utilities	203582010 Visitor Information Center Electric	\$181.53
151475782	2/19/2020	101 016 542 63 47 00	ST-Lighting - Utilities	203582010 Street Lights	\$73.49
151484502	2/19/2020	101 016 542 63 47 00	ST-Lighting - Utilities	202648705 Street Lights	\$49.01
154725223	2/19/2020	101 016 542 63 47 00	ST-Lighting - Utilities	204719074 Catherine Creek Bridge Lights	\$22.90
154729197	2/19/2020	101 016 542 63 47 00	ST-Lighting - Utilities	205338056 SR92 Roundabout at 113th	\$69.31
154730336	2/19/2020	001 013 518 20 47 02	GG-Utilities for Rentals	222450314 - 1819 S Lake Stevens Rd Commercial	\$1,213.50
157924562	2/19/2020	101 016 542 63 47 00	ST-Lighting - Utilities	203731153 Traffic Signals	\$202.29
157927783	2/19/2020	101 016 542 63 47 00	ST-Lighting - Utilities	201595113 Street Lights	\$147.40
164326170	2/19/2020	001 010 576 80 47 00	PK-Utilities	222191298 North Cove Park Water	\$53.18
164326171	2/19/2020	001 010 576 80 47 00	PK-Utilities	222191314 20th St Ballfield Water	\$33.26
164326172	2/19/2020	001 010 576 80 47 00	PK-Utilities	222205049 Nourse Park Electric	\$24.31
167558590	2/19/2020	001 008 521 50 47 00	LE-Facility Utilities	204719082 New PD Station Water/Electric	\$650.96
					\$19,706.35

Vendor: Snohomish County PW

Check Number: 49770

Invoice No	Check Date	Account Number	Account Name	Description	Amount
I000524878	2/19/2020	101 016 542 64 48 00	ST-Traffic Control - R&M	Signal/Sign Repair & Maint Dec 2019	\$1,091.93
I000524958	2/19/2020	001 010 576 80 47 01	PK-Storm Drainage	Surface Water Managment BOND Charges	\$260.78
I000524958	2/19/2020	001 013 518 20 47 01	GG-Storm Drainage	Surface Water Managment BOND Charges	\$246.72
I000524958	2/19/2020	101 016 542 40 41 00	ST-Storm Drainage	Surface Water Managment BOND Charges	\$10.95
I000524958	2/19/2020	401 070 535 10 47 00	SE-Storm Drainage	Surface Water Managment BOND Charges	\$21.73
I000524960	2/19/2020	410 016 531 20 41 00	SW-SnoCo Lake Monitoring	Q4 2019 Lake Monitoring & Gaging	\$5,157.47
					\$6,789.58

Vendor: Snohomish County Treasurer

Check Number: 49771

Invoice No	Check Date	Account Number	Account Name	Description	Amount
010120 SNOCO	2/19/2020	633 000 589 30 00 06	Crime Victims Compensation	Crime Victims Compensation Jan 2020	\$297.53
					\$297.53

Vendor: Sound Publishing Inc

Check Number: 49772

Invoice No	Check Date	Account Number	Account Name	Description	Amount
EDH889061	2/19/2020	001 007 558 50 41 03	PL-Advertising	Restructuring Subdivision Regulations PH	\$90.02
EDH889064	2/19/2020	001 013 518 30 41 01	GG-Advertising	CC Special Meeting	\$34.15
EDH889067	2/19/2020	001 007 558 50 41 04	Permit Related Professional Sr	LUA2019-0157/0158 Lake Drive Apartments	\$139.13
EDH889224	2/19/2020	001 007 571 00 30 00	PL-Park & Recreation	RFP Farmers Market at North Cove Park Advertisment	\$224.20
EDH889830	2/19/2020	001 007 558 50 41 04	Permit Related Professional Sr	LUA2019-0052 Huesers Bulkhead Removal	\$137.32
EDH889915	2/19/2020	001 007 558 50 41 04	Permit Related Professional Sr	LUA2019-0198 Gold Creek Church	\$111.98
					\$736.80

Vendor: Sound Security Inc  
Check Number: 49773

Invoice No	Check Date	Account Number	Account Name	Description	Amount
959032	2/19/2020	001 013 518 20 41 00	GG-Professional Service	Fire & Security Monitoring CH	\$571.04
					\$571.04

Vendor: Springbrook Software Inc  
Check Number: 49774

Invoice No	Check Date	Account Number	Account Name	Description	Amount
INV-ACC50562	2/19/2020	510 006 518 80 49 29	LR - Springbrook	Hosting/Cloud Maint/SaaS Finance Suite 2020	\$20,271.82
					\$20,271.82

Vendor: State Auditors Office  
Check Number: 49775

Invoice No	Check Date	Account Number	Account Name	Description	Amount
L135013	2/19/2020	001 004 514 23 41 00	FI-Professional Service	2018 Accountability/Financial Audit	\$169.65
					\$169.65

Vendor: Stericycle Inc  
Check Number: 49776

Invoice No	Check Date	Account Number	Account Name	Description	Amount
3004988328	2/19/2020	001 008 521 20 41 01	LE-Professional Serv-Fixed	Hazardous Waste Disposal	\$10.36
					\$10.36

Vendor: Stop Stick LTD  
Check Number: 49777

Invoice No	Check Date	Account Number	Account Name	Description	Amount
0016672-IN	2/19/2020	001 008 521 20 31 01	LE-Fixed Minor Equipment	Stop Stock Rack Kits/Training Kit with Storage Bag	\$8,024.58
					\$8,024.58

Vendor: Tacoma Screw Products Inc  
Check Number: 49778

Invoice No	Check Date	Account Number	Account Name	Description	Amount
18267856	2/19/2020	001 010 576 80 31 00	PK-Operating Costs	Screws Caps/Washers/Sawzall Blade/Safety Glasses	\$74.60
18267856	2/19/2020	101 016 544 90 31 02	ST-Operating Cost	Screws Caps/Washers/Sawzall Blade/Safety Glasses	\$74.59
18267856	2/19/2020	410 016 531 10 31 02	SW-Operating Costs	Screws Caps/Washers/Sawzall Blade/Safety Glasses	\$74.59
					\$223.78

Vendor: Tageant  
Check Number: 49779

Invoice No	Check Date	Account Number	Account Name	Description	Amount
030320 TAGEANT	2/19/2020	001 001 511 60 43 00	Legislative - Travel & Mtgs	PerDiem - Meals US2 Corridor Meetings/Washington DC - Tageant	\$228.00
					\$228.00

Vendor: Teamsters Local No 763  
Check Number: 49702

Invoice No	Check Date	Account Number	Account Name	Description	Amount
021020	2/12/2020	001 000 284 00 00 00	Payroll Liability Other	Union Dues	\$1,174.00
					\$1,174.00

Vendor: Technological Services Inc  
Check Number: 49780

Invoice No	Check Date	Account Number	Account Name	Description	Amount
15553	2/19/2020	001 008 521 20 48 00	LE-Repair & Maintenance Equip	Express Lube/Tire Rotation/Brake Inspec PT-16-61	\$137.80
15589	2/19/2020	001 008 521 20 48 00	LE-Repair & Maintenance Equip	Express Lube/Fluid Check I-17-76	\$54.79
15595	2/19/2020	001 008 521 20 48 00	LE-Repair & Maintenance Equip	Tires/Brakes/Express Lube PT-16-65	\$2,252.14

15624	2/19/2020	001 008 521 20 48 00	LE-Repair & Maintenance Equip	Express Lube/Tire Rotation/Brake Inspec/Maint PT-19-83	\$181.36
15649	2/19/2020	001 008 521 20 48 00	LE-Repair & Maintenance Equip	Express Lube/Tire Rotation/Brake Inspec A-08-38	\$136.70
					\$2,762.79

Vendor: Thomco Aggregate LLC

Check Number: 49781

Invoice No	Check Date	Account Number	Account Name	Description	Amount
2182	2/19/2020	310 016 544 40 41 00	20th St SE - Professional Srv	Concrete	\$381.07
					\$381.07

Vendor: UPS

Check Number: 49782

Invoice No	Check Date	Account Number	Account Name	Description	Amount
0000074Y42050	2/19/2020	001 008 521 20 42 00	LE-Communication	Evidence Shipping	\$15.94
					\$15.94

Vendor: Vantagepoint Transfer Agents - 108991

Check Number: 49703

Invoice No	Check Date	Account Number	Account Name	Description	Amount
021020	2/12/2020	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: 49704

Invoice No	Check Date	Account Number	Account Name	Description	Amount
021020	2/12/2020	001 000 282 00 00 00	Payroll Liability Retirement	ICMA Deferred Comp - Employee Contribution	\$2,027.46
					\$2,027.46

Vendor: Verizon Northwest

Check Number: 49783

Invoice No	Check Date	Account Number	Account Name	Description	Amount
9847453422	2/19/2020	001 001 511 60 42 00	Legislative - Communication	Wireless Phone Service Council	\$378.94
9847453422	2/19/2020	001 001 513 10 42 00	Executive - Communication	Wireless Phone Service Executive	\$47.31
9847453422	2/19/2020	001 002 513 11 42 00	AD-Communications	Wireless Phone Service Admin	\$44.90
9847453422	2/19/2020	001 005 518 10 42 00	HR-Communications	Wireless Phone Service HR	\$92.21
9847453422	2/19/2020	001 006 518 80 42 00	IT-Communications	Wireless Phone Service IT	\$142.11
9847453422	2/19/2020	001 007 558 50 42 00	PL-Communication	Wireless Phone Service Planning	\$134.70
9847453422	2/19/2020	001 007 559 30 42 00	PB-Communication	Wireless Phone Service Building	\$259.55
9847453422	2/19/2020	001 010 576 80 42 00	PK-Communication	Wireless Phone Service PW	\$472.51
9847453422	2/19/2020	101 016 543 30 42 00	ST-Communications	Wireless Phone Service PW	\$472.52
9847453422	2/19/2020	410 016 531 10 42 00	SW-Communications	Wireless Phone Service PW	\$472.52
					\$2,517.27

Vendor: WAPRO

Check Number: 49784

Invoice No	Check Date	Account Number	Account Name	Description	Amount
627	2/19/2020	001 008 521 20 49 00	LE-Dues & Memberships	WAPRO Membership Dues - M Leblanc	\$25.00
					\$25.00

Vendor: Washington State Patrol

Check Number: 49785

Invoice No	Check Date	Account Number	Account Name	Description	Amount
120004983	2/19/2020	633 000 589 30 00 10	Gun Permit - WSP Remittance	Weapons Permit Background Checks	\$346.75
					\$346.75

Vendor: Washington State Support Registry

Check Number: 0

Invoice No	Check Date	Account Number	Account Name	Description	Amount
021020	2/12/2020	001 000 284 00 00 00	Payroll Liability Other	Employee Paid Child Support	\$163.50
					\$163.50

Vendor: Weed Graafstra & Associates Inc

Check Number: 49786

Invoice No	Check Date	Account Number	Account Name	Description	Amount
020420 WGA	2/19/2020	001 011 515 41 41 00	Ext Consultation - City Atty	Legal Services - General Matters	\$28.00
020420 WGA	2/19/2020	001 011 515 45 41 00	Ext Litigation - City Atty	Legal Services - General Matters	\$7,191.05
					\$7,219.05

Vendor: Welaye

Check Number: 49787

Invoice No	Check Date	Account Number	Account Name	Description	Amount
021020 WELAYE2	2/19/2020	001 003 514 20 43 00	CC-Travel & Meetings	PerDiem - Lyft 2020 LF Empower/Long Beach - Crim	\$21.51
021020 WELAYE2	2/19/2020	001 004 514 23 43 00	FI-Travel & Meetings	PerDiem - Lyft 2020 LF Empower/Long Beach - Crim	\$21.51
021020 WELAYE2	2/19/2020	001 006 518 80 43 00	IT-Travel & Meetings	PerDiem - Lyft 2020 LF Empower/Long Beach - Welaye	\$86.61
021020 WELAYE2	2/19/2020	001 008 521 20 43 00	LE-Travel & Per Diem	PerDiem - Lyft 2020 LF Empower/Long Beach - Dreher/Uber	\$34.88
					\$164.51

Vendor: Wells

Check Number: 49788

Invoice No	Check Date	Account Number	Account Name	Description	Amount
030820 WELLS	2/19/2020	001 008 521 20 43 00	LE-Travel & Per Diem	PerDiem - Meals Blue Corrage Inst/Pullman - C Wells	\$189.00
					\$189.00

Vendor: Western Conference of Teamsters Pension Trust

Check Number: 49705

Invoice No	Check Date	Account Number	Account Name	Description	Amount
021020	2/12/2020	001 000 282 00 00 00	Payroll Liability Retirement	Employee Contributions - Teamster Pension	\$3,718.13
					\$3,718.13



This page left blank intentionally

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

Tuesday, February 11, 2020

Lake Stevens Lake Stevens School District Educational Services Center  
12309 – 22<sup>nd</sup> Street NE, Lake Stevens

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, Finance Director Barb Stevens, Community Development Director Russ Wright, Public Works Director Eric Durpos, Police Chief John Dyer, Commander Ron Brooks, Commander Jeff Beazizo, Human Resources Director Anya Warrington, Human Resources Specialist Julie Good, City Clerk Kathy Pugh, City Attorney Greg Rubstello

OTHERS:

---

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

**Roll Call:** All present.

**Approval of Agenda:** Council President Tageant requested the January 7, 2020 minutes be corrected on page 1 to reflect that David Toyer, and not Rob Toyer, was present at the meeting.

City Clerk Pugh noted that Karen Boe is not able to attend the meeting this evening to take her Oath of Office for Veterans Commission.

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

**Citizen Comments:**

Tracy Trout, 1706 123<sup>rd</sup> Drive NE, Lake Stevens, commented on LUA 2019-0185 Right of Way Vacation of 123<sup>rd</sup> Avenue NE, saying she does not support this right of way application and that this road serves as a significant traffic outlet from downtown Lake Stevens.

**New Employee Introductions:** Community Development Director Russ Wright introduced Building Official Ryan Mumma and City Administrator Brazel introduced new Human Resources Director Anya Warrington.

**Employee Recognition:** Public Works Director Eric Durpos recognized Grace Kane and her recent promotion to City Engineer.

**Oath of Office:** Removed from agenda.

**Guest Business:** Heather Thomas, Public & Government Affairs Manager for the Snohomish Health District, presented a PowerPoint highlighting the Snohomish Health District's goals and its programs and achievements over the past year.

Councilmember Jorstad noted, only one person working on suicide prevention countywide. She also asked if there are other cities in Snohomish County who do not pay the per capita contribution and Ms. Thomas said that is correct. Ms. Thomas added that the Snohomish Health District responds to all areas requiring services, and that they are looking to enhance services for cities that are contributing per capita funding to the Health District.

**Council Business:**

- Councilmember Daughtry: Community Transit Board
- Councilmember Frederick: Fire District 8 Commissioner meeting
- Councilmember Jorstad: Snohomish Health District Board meetings; Alliance for Affordable Housing
- Councilmember Dickinson: Senior Center Board; Sno-Isle Libraries
- Councilmember Tageant: Parks Board, Lake Stevens Sewer District, Veterans Commission

**Mayor's Business:** Mayor Gailey thanked city staff and especially the Public Works Department for their work during last week's rain event. He updated that he recently met with Cynthia Pruitt, Snohomish County Tomorrow, and learned more about what that organization does.

**City Department Report:**

- City Administrator Gene Brazel: Requested direction regarding the city exercising a second extension of the Hydrology Stand Up Paddleboard concession agreement dated in 2018 for paddleboard recreation at Lundein Park. Council indicated consensus to do so.
- Community Development Director Russ Wright: Provided a permit update saying the city has received 174 permit applications and completed 531 inspections this year to date; staffing update; travelled to Olympia with Parks Coordinator Meis to attend the Washington Wildlife & Recreation Group Action Days and to support park funding options and share local projects; Planning Commission vacancy update. Director Wright reviewed upcoming event dates including Disc Golf Tournament on February 23, Rowing Club 2020 Regatta on April 18-19, and the HAM Radio event in Eagle Ridge Park May 1-3.
- Public Works Director Eric Durpos: Storm update; 20<sup>th</sup> Street SE project out to bid; Police Department contract; fuel station at Public Works opening on Friday; vehicle update;
- Finance Director Barb Stevens: Year end 2019 and first budget amendment; staffing update; ClearGov, a front-facing software for budget information and Power BI, another budget software, are being evaluated by staff.
- City Clerk Kathy Pugh: Board and Commission training

**Consent Agenda:**

**MOTION:** Moved by Councilmember Petershagen, seconded by Councilmember Frederick, to approve:

- A. 2019 Vouchers [Payroll Direct Deposits of \$225,303.32, Payroll Check No. 49381-49382 totaling \$3,284.89, Electronic Funds Transfers (ACH) of \$292,865.54, Claims Check Nos. 49470-49527 totaling \$1,228,964.06]; Total Vouchers Approved: \$1,750,417.81.
- B. 2020 Vouchers [Payroll Direct Deposits in the amount of \$220,147.22, Payroll Checks 49537-49538 totaling \$3,872.23, Electronic Funds Transfers (ACH) of \$180,249.18, Claims Check Nos. 49528-49536, 49539-49597, 49598-49605 totaling \$539,785.59, Void Check Nos. 49532, 49569 totaling \$303.00]; Total Vouchers Approved: \$943,751.22.
- C. City Council Workshop Meeting Minutes of January 7, 2020 with the previously noted correction.
- D. City Council Regular Meeting Minutes of January 14, 2020.
- E. City Council Workshop Meeting Minutes of January 21, 2020.
- F. City Council Workshop Meeting Minutes of February 4, 2020.
- G. Resolution 2020-02 re Intent to Condemn Real Property.
- H. Contract with Zachor Thomas for Prosecuting Attorney Services.
- I. Interlocal Agreement with Cities of Monroe and Sultan re Municipal Court Services.

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

**Public Hearing:**

**Ordinance 1069 re Code Amendment of Subdivision Regulations:** Mayor Gailey opened the public hearing.

Director Wright presented the staff report and briefly reviewed the history of the code amendments to the subdivision regulations, including input from the Land Use Advisory Group provided to the Planning Commission and that the Planning Commission considered the proposed amendments and took public comment on December 14, 2019 and again on January 22, 2020. Director Wright reviewed the amendments including that Planned Residential Development (PRD), Unit Lot subdivision and Cluster subdivision were moved into one chapter. New changes include clarifications regarding duplex lots and design features in PRD's, clarifications on Cluster subdivisions and refinements to Open Space requirements.

Director Wright commented there has been a lot of public comment related to proposed changes to impervious surface allocations, specifically to the R-6 (formerly Urban Residential) zone and said this was looked at following a request by developers and other stakeholders. Public comment about this request relates to concerns about unintended impact to existing development, and Director Wright believes impacts can be mitigated by using all tools that are available in the codes, specifically adopted stormwater regulations.

Councilmember Dickinson said she is still concerned about the higher percentage of impervious surface.

Councilmember Petershagen asked for clarification, when a system is designed in accordance with DOE is there a safety factor that is also calculated into the design? Director Wright responded there is a safety factor included in the calculations and explained how that works. Director Wright added calculations for 1-, 10- 25- 50- and 100-year events are included.

Director Durpos added there is an approximate 2% safety factor built into the calculations; he said the vaults inspected during the recent rain worked very well and issues were seen in the older developments, but not with newer units. Director Durpos noted some of the problems

result from failures to maintain private stormwater systems and added that bioswales did not work effectively.

Responding to Councilmember Jorstad's question, Director Wright reviewed the timeline for additional amendments and anticipated the additional amendments will be before Council in mid to late March.

Mayor Gailey opened the public comment portion of the hearing.

David Toyer, Toyer Strategic Advisors, 3705 Colby Avenue, Everett, believes the proposed changes are very positive and something the development industry can work with. He commented impervious standards are imposed a on a lot-by-lot basis and these changes will provide the necessary flexibility in standards to meet housing goals.

Mark Villwock, LDC, Civil Engineer, 20210 142<sup>nd</sup> Avenue NE, Woodinville, thanked staff and the Planning Commission for their work on this ordinance, and said he believes it is balanced. He echoed Mr. Toyer's comments regarding impervious surfaces and said the 2014 stormwater manual contains significant guidance to model rainfall events. Mr. Villwock said smaller narrower lots reduce impervious surfaces and he believes this is an effective and efficient use of resources across the city.

Sally Jo Sebring, 1023 99<sup>th</sup> Avenue SE, Lake Stevens, commented the portion on impervious surfaces has nothing to do with smaller lots regulations and recommended that Council remove this section from this ordinance. She does not believe these changes are needed for smaller lot development and encouraged looking at impervious surfaces separately.

Mayor Gailey invited additional public comment and there was none; he then closed the public comment portion of the hearing and invited additional questions of Council.

Responding to Councilmember Petershagen's question, Director Wright explained what will be brought forward with future code amendments shows a tiered approach to impervious surfaces based on lot size. He said the new codes have incentives to make smaller lot sizes more attractive to developers and that moving forward the regulations will only be applicable to new projects.

There being no additional questions of Council, Mayor Gailey closed the public hearing.

**MOTION:** Moved by Councilmember Petershagen, seconded by Councilmember Tageant, to approve Ordinance 1069, amending the City's subdivision regulations, in the form provided at tonight's meeting. On vote the motion (6-1-0-0) with Councilmember Dickinson opposing the motion.

**Resolution 2020-03 re Six-Year Transportation Improvement Plan:** City Engineer Kane explained the City is required to update and adopt its Six-Year Transportation Plan (TIP) annually. Projects identified on the plan are those the City expects to undertake in the next six years. Having specific projects identified on the TIP is important when the City is seeking grant funding for future transportation projects. She explained that the resolution will be provided to state, local and regional transportation agencies and will provide guidance with overall transportation planning.

Responding to Councilmember Tageant's question, Engineer Kane explained that projects on the TIP helps with grant funding applications but does not guaranty grant funding.

Responding to Councilmember Daughtry's question, Engineer Kane said the 20<sup>th</sup> Street NE improvement project will rise to the funding levels required by Puget Sound Regional Council (PSRC) and confirmed that staff be actively applying for PRSC grant funding.

Mayor Gailey invited public comment and there was none. He then closed the public comment portion of the hearing.

Mayor Gailey then invited additional questions of Council and there were none; he then closed the public hearing

**MOTION:** Moved by Councilmember Jorstad, seconded by Councilmember Ewing, to approve Resolution 2020-03 adopting a Six-Year Transportation Improvement Plan. On vote the motion carried (7-0-0-0).

**Action Items:**

**Professional Services Agreement with TranTech:** Director Durpos presented the staff report and said this contract will allow for regular inspection of the Catherine Creek Bridge, which is deteriorating. Additionally, it provides for TranTech to prepare an Alternative Study Report identifying different replacement options and costs for the bridge and funding mechanisms to complete the bridge replacement or repair. He noted the bridge is showing increased signs of distress from last week's rain event. Director Durpos responded to Councilmembers' questions.

**MOTION:** Moved by Councilmember Daughtry, seconded by Councilmember Dickinson, to authorize the Mayor to execute a Professional Services Agreement with TranTech Engineering, LLC in an amount not to exceed \$150,000. On vote the motion carried (7-0-0-0).

**Construction Contract with CDK Construction Services, Inc. for Police Department Construction:**

Capital Projects Coordinator Aaron Halvorsen briefly reviewed the history of this project and provided a summary of the request including for building design. He said MJ Neal provided a design for a tenant improvement with a goal to consolidate police facilities into one secure campus. Coordinator Halvorsen explained that the actual contract to be executed is an "AIA" form contract rather than the City's applicable form Public Works Contract; he said the City Attorney has reviewed the AIA contract and approved it as to form.

Chief Dyer added this has been a long process and the contract award means a lot to the Police Department. Chief Dyer thanked staff members for their assistance and work on this project and Council for their support, saying this project will be a benefit to the community by providing a good facility with adequate work spaces to improve services and a single location with a training facility, as well as addressing future growth. Chief Dyer closed by saying this is a very cost-effective approach, especially in comparison to the first alternative which was new construction.

Councilmember Ewing confirmed the bid amount is still under the budgeted amount.

Councilmember Petershagen confirmed the AIA contract will be used. Councilmember Petershagen then asked if new impervious surfaces are being created, and Coordinator Halvorsen responded there will not be much increase to impervious surfaces. Coordinator Halvorsen then responded to Councilmember Petershagen's questions saying that payment and performance bonding of the project will be at 100%. Director Durpos added there is also an additional retainage bond required under this contract.

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

**Discussion Items:**

**Department Overview: Police/Legal/Human Resources**

Chief Dyer provided a PowerPoint overview of the Police Department. He reviewed the three different divisions of the department including administration, support services and operations, providing a brief summary of each division's responsibilities. He noted, police work is very personnel heavy and cannot be automated, and this makes it complex, particularly as it relates to ensuring officer staffing levels. Chief Dyer next briefly reviewed crime levels for the last four years, noting there are some decreases in crime and that in 2017 Lake Stevens had among the lowest per capita crime rates in Snohomish County. Chief Dyer said policing challenges include substance abuse, homelessness, mental health and quality of life concerns such as nuisance properties, parking and animal issues. Chief Dyer next commented on how the department is addressing challenges including a Mission Statement and developing strategic initiatives.

Councilmember Daughtry said he would like to understand how the department is addressing quality of life of its officers. Chief Dyer said this is being addressed and commented on some of the tools that are being used.

Councilmember Ewing appreciated the department and their professionalism.

City Attorney Rubstello reviewed the role of the city attorney. He explained the city utilizes the law firm Ogden Murphy Wallace (OMW) under a contract for city attorney services. Attorney Rubstello is a partner in the firm, and he said the firm currently has nine attorneys dedicated to municipal services law. 2019 was the first full year that OMW has acted as the city's attorney office. Mr. Rubstello described the primary legal matters to date that OMW has performed, which included the Costco Development Agreement, the 2005 Lake Stevens Sewer District contract, the referendum election regarding the SE Island Annexation, and various real estate purchase and sale agreements, in addition to more routine legal questions. In 2020 he anticipates continuing work on the Costco project and with the Sewer District, as well as working on the decant facility project. Attorney Rubstello explained that OMW represents the city as an entity and does not represent individual staff or elected officials employed by the city. His office is available to assist everyone in successfully fulfilling their roles with the city.

Human Resources Director Anya Warrington presented a PowerPoint including a review of staffing and overview of the Human Resources department functions. She briefly reviewed the status of city vacancies. Director Warrington said projects in 2020 include continuing with hiring efforts, drafting of a Washington Paid Family Medical Leave Policy, labor union contract

negotiations, implementation of electronic employee performance evaluations and continuing employee training and development.

**Executive Session:** At 8:58 p.m. Mayor Gailey announced an executive session to last 15 minutes to discuss Real Property Acquisition with action to follow and Collective Bargaining with no action to follow.

At 9:13 p.m. the regular meeting of the City Council reconvened.

**MOTION:** Moved by Councilmember Ewing, seconded by Councilmember Tageant, to authorize the Mayor to enter into a purchase and sale agreement with Jonathan D. Welton, a single man, for the purchase of real property identified as Snohomish County Tax Parcel No. 004734-000-005-00 in the amount of \$410,000.00 and to authorize the Mayor or designee to make such nonsubstantive changes to the purchase and sale agreement as may be necessary to complete the transaction. On vote the motion carried (7-0-0-0).

**Adjourn:**

Moved by Councilmember Petershagen, seconded by Jorstad, to adjourn the meeting at 9:15 p.m. On vote the motion carried (7-0-0-0).

---

Brett Gailey, Mayor

---

Kathy Pugh, City Clerk



This page left blank intentionally

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

Tuesday, February 18, 2020

Lake Stevens Police Department Training Center  
10519 – 18<sup>th</sup> Street SE, Lake Stevens

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, 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:

---

The meeting was called to order at 7:00 p.m. by Mayor Brett Gailey, who then led the Pledge of Allegiance.

Mayor Gailey provided a brief update on his recent meeting with Sno-Isle Library System and Lake Stevens Sewer District regarding moving forward with a civic campus. They are putting together their requirements and he would like to see a Request for Proposal be the end of April. Mayor Gailey next briefly updated on the mediation with the Sewer District and noted that both sides are still communicating. Mayor Gailey said that he, Finance Director Barb Stevens and Senior Accountant Josh Roundy reviewed a demonstration with ClearGov for a budget software program that provides transparency in the budget process. Mayor Gailey added there are other companies providing similar software and it will be important to find a software that is the best fit for the City's needs.

Director Stevens added there is funding for budget preparation software approved in the 2020 budget as a placeholder.

**SR 9SR 204 Stages 2 and 3 Updates:** City Engineer Grace Kane referenced a handout and said the improvements to the SR 9/SR 204 intersection project is a Washington State Department of Transportation (WSDOT) project that is being completed in three stages. Stage 1 consisting of southbound road widening and lane striping was completed in 2019. Stage 2 is the northbound road widening and the engineering design drawing is 99% complete. Stage 2 was scheduled to go to bid this spring but was added to the project deferral list following the passage of I-976. WSDOT is awaiting guidance from the Legislature in March, and in the meantime considering whether it is possible to construct both Stages 2 and 3 in 2021. Engineer Kane reviewed the current draft project drawings and commented that all information is public, but subject to change, and she reminded that this is a WSDOT project and not a city project.

Councilmember Tageant said the City has repeatedly requested WSDOT include a free right turn from 91<sup>st</sup> onto eastbound 204 to alleviate congestion at that intersection. Discussion ensued with Councilmember Daughtry noting WSDOT's concern is traffic turning right onto 204 and then moving over to the left, into the turn lanes for northbound SR 9. With the addition of the two roundabouts it seems this crossover scenario should not be concern.

Engineer Kane responded to Councilmember Petershagen, saying the mini roundabouts out of Safeway will be realigned and pushed slightly east. She added that some existing businesses fronting on SR 9 are currently using WSDOT right-of-way for parking and WSDOT is working with the businesses.

**Snohomish Health District Per Capita Contribution:** Councilmember Frederick recused himself from the discussion due to a conflict of interest and left the room.

City Administrator Brazel provided a brief history of the Snohomish Health District requests for financial support, saying that in 2018 the City provided a \$1/per capita contribution to the Health District which was approximately \$33,000. The Council declined to provide the per capita contribution in 2019 because the Health District was not able to provide information and an accounting as to how the funding was spent within the City. Administrator Brazel noted at the Health District presentation to Council last week, some of the previously requested information was made available, and he then requested Council provide direction on how to proceed.

Discussion ensued with Councilmember Tageant requesting more direct discussion with the Health District and Councilmember Ewing asking for more and better communication from the Health District as well as better accountability.

Councilmember Jorstad said she is encouraged by the new leadership at the Health District and the changes made leading to improved communication. As Council liaison to the Health District she is also impressed with their transparency.

Councilmember Tageant recalled the previous Council was concerned when the Health District could not share exactly what benefits City of Lake Stevens residents were receiving from the city's per capita contribution, and Councilmember Daughtry commented there was no response from the Health District when it was asked for additional information. Councilmember Tageant added the District made massive budget cuts to keep their programs running. There was additional discussion regarding the historical funding of Snohomish Health District by Snohomish County and that when Snohomish County discontinued its funding the Health District began to struggle.

Councilmember Jorstad added there is a bi-partisan supported bill moving through the Legislature right now that would fund health districts state-wide by providing funding to health districts using a percentage of revenues that for profit and nonprofit insurance companies receive.

**2020 Budget Amendment No. 1:** Finance Director Barb Stevens reviewed and explained the budget amendment by fund and noted that beginning balances are estimates during the budget process and are corrected once the previous year-end balance known. Director Stevens then reviewed each of the amendments, noting that the budget is approved by detail. Responding to Councilmember questions, Director Stevens explained why Surface Water Maintenance (SWM) revenues were less than forecast.

Director Stevens next reviewed the new Executive requests including financial budgeting software and the Event Specialist, originally budgeted as a .6 FTE, and now being requested as a full time FTE.

Discussion ensued regarding the Events Specialist position and it was clarified that this position, in addition to coordinating city events and projects in support of the Parks Division, would also be responsible for marketing, communications and scheduling of the The Mill; the proposed budget includes benefits. Director Stevens provided a brief history of this position, which was originally a .5 FTE, changed to a .6 FTE and then was funded but not filled when the Parks Coordinator position was filled.

Councilmembers Daughtry and Ewing support this position being full time, and Councilmember Dickinson likes that the position could push information out to the community. There was some discussion about changing the title of the position to be more reflective of the job duties with Human Resources Specialist Julie Good suggesting "Recreation & Information Specialist. Councilmember Tageant encouraged looking at the budget and seeing what needs to be done before moving too far forward.

Director Stevens confirmed Council's direction to add an additional \$37,000 to make this position a full-time position, and that this budget amendment can be brought back for approval on the February 25<sup>th</sup> Consent Agenda.

Responding to Mayor Gailey's question, Director Wright updated that the City received one response to the Request for Proposal for the Farmers' Market and that the person responding has experience with other farmers' markets in the area; staff will bring this forward for Council approval very soon. Director Wright said there is also an RFP out for recreation services.

**Land Use Code Updates – Final Briefing:** Director Wright provided a brief overview and history of the proposed Zoning Code updates which will help address Infill and the Missing Middle. He noted that Infill and Missing Middle housing are housing styles such as multi-family duplexes and townhomes that traditionally have not made up part of the city's housing stock. Director Wright said during the review process the project pillars were identified as (1) quality neighborhoods, (2) innovative neighborhoods (housing diversity) and (3) affordable/attainable neighborhoods. Efforts were made to evaluate neighborhood standards to ensure varied and quality housing is available to all residents and that regulations enable efficient land use.

Director Wright next commented on specific changes including cleaning up and updating references in the Zoning Code and changes to dimensional and infill standards. He also briefly reviewed proposed changes to the front side and rear setbacks, development standards including lot width, lot/impervious surface coverage and building height. In closing Director Wright shared photos of what housing types might look like including attached units, compact housing and small/reduced lots. Director Wright then responded to Councilmembers' questions and said these changes provide simplifications to the code and a suite of tools for moving forward. He will bring these code changes back for public hearing in March.

**Planning Commission Appointments:** Director Wright said the city received 23 applications for the two Planning Commission vacancies. The candidate field was narrowed to 7 candidates who were interviewed by a panel consisting of Councilmembers Daughtry and Ewing, Planning Commission Vice Chair John Cronin and Director Wright. The panel's recommendations were then forwarded to Mayor.

Councilmember Ewing thanked the Mayor and staff for the screening and interview process and said all candidates interviewed were outstanding. He commented that both Michael Duerr and Todd Welch stood out at the end of the process and added part of the panel's consideration included which skill sets of the candidates would best compliment the Planning Commission's current makeup.

Councilmember Daughtry said all the candidates were great and it was good to hear what they had to say. He added that after talking it through the panel agreed these were the two top candidates.

Both Councilmember Daughtry and Ewing said the panel agreed on the top four candidates and in the selection of the top two candidates.

Mayor Gailey thanked everyone for their time and said his recommendation is for Michael Duerr to be appointed to the term ending December 31, 2023 and that Todd Welch be appointed to the term ending December 31, 2020.

**Meeting Schedule: Cancel March 3, 2020 Workshop:** City Clerk Pugh said this workshop is scheduled on the Tuesday following the Council retreat scheduled for February 28-29 and currently there are not any agenda items on the schedule. She asked if Council would like to cancel the March 3<sup>rd</sup> meeting and there was consensus that the meeting be cancelled.

There being no further business the meeting was adjourned at 8:15 p.m.

---

Brett Gailey, Mayor

---

Kathy Pugh, City Clerk



LAKE STEVENS CITY COUNCIL  
**STAFF REPORT**

**Council Agenda**

**Date:** February 25, 2020

**Subject:** Cancellation of March 3, 2020 City Council Workshop Meeting

**Contact**

**Person/Department:** Kathy Pugh, City Clerk

**Budget Impact:** N/A

---

**RECOMMENDATION(S)/ACTION REQUESTED OF COUNCIL:** Approve cancellation of the regularly scheduled City Council Workshop meeting on March 3, 2020.

---

**SUMMARY/BACKGROUND:** The City Council is participating in a two-day retreat scheduled for February 28-29, 2020. There are currently no agenda items scheduled for the March 3, 2020 Workshop meeting. Council was advised of this at the February 18<sup>th</sup> Workshop meeting and there was direction given to cancel the March 3<sup>rd</sup> Workshop meeting.

---

**APPLICABLE CITY POLICIES:**

---

**BUDGET IMPACT:** N/A

---

**ATTACHMENTS:** None.



This page left blank intentionally



LAKE STEVENS CITY COUNCIL  
**STAFF REPORT**

**Council Agenda Date:** February 25, 2020

**Subject:** Skyhawks Recreation Contract

<b>Contact</b>	Jill Meis, Parks Planning and Development	<b>Budget</b>	15% of
<b>Person/Department:</b>	Coordinator	<b>Impact:</b>	program inflow

---

**RECOMMENDATION(S)/ACTION REQUESTED OF COUNCIL:** Authorize the Mayor to enter into a contract with Skyhawks to provide Youth Athletic Camps in city parks for summer of 2020.

---

**SUMMARY/BACKGROUND:**

The City Council identified recreation programming as a goal for 2020. Staff has met with the Skyhawks regarding providing youth athletic camps during the summer in city parks. The two parks proposed to host the camps are Lundein Park and Oak Hill Park. The contract provides for the city to receive 15% of the fees charged to participants. The City Council was briefed on the contract and scope of services at the January 21, 2020 workshop session.

---

**APPLICABLE CITY POLICIES:**

---

**BUDGET IMPACT:** 15% of program fees as an inflow.

---

**ATTACHMENTS:**

- Exhibit A: Skyhawks Contract

**CITY OF LAKE STEVENS AGREEMENT FOR SERVICES  
CONSULTANT: SKYHAWKS SPORTS ACADEMY, LLC.**

THIS AGREEMENT made this \_\_\_\_\_ day of \_\_\_\_\_, 2020, by and between the City of Lake Stevens, Washington, a municipal corporation, hereinafter referred to as the "City," and Skyhawks Sports Academy, LLC., a foreign corporation authorized to do business in the State of Washington, hereinafter referred to as the "Consultant."

WHEREAS, the City desires to have certain services performed for its citizens; and

WHEREAS, the City has selected the Consultant to perform such services pursuant to certain terms and conditions;

NOW, THEREFORE, in consideration of the mutual benefits and conditions set forth below, the parties hereto agree as follows:

1. Scope of Services to be Performed by Consultant. The Consultant shall perform those services described in Exhibit "A" of this agreement. In performing such services, the Consultant shall comply with all federal, state, and local laws and regulations applicable to the performance of such services. The Consultant shall perform services diligently and completely and in accordance with professional standards of conduct and performance.

2. Compensation and Method of Payment. The Consultant shall submit payment to the City of LAKE STEVENS, pursuant to Exhibit "A" in consideration of the use of City facilities and the assistance to be provided the Consultant by the City.

Consultant shall pay the City 15% of total registration fees charged and collected by Consultant within thirty (30) days of the completion of registration for each Camp conducted by the Consultant under this agreement. Interest at the rate of 12% per annum shall accrue on any delinquent payment until the interest and principal amount are fully paid. All payments shall apply first to accrued interest.

3. Duration of Agreement. This Agreement shall be in full force and effect for a period commencing upon execution and ending October 15, 2020, unless sooner terminated under the provisions of the Agreement. Time is of the essence of this Agreement in each and all of its provisions in which performance is required.

4. Ownership and Use of Documents. Any records, files, documents, drawings, specifications, data or information, regardless of form or format, and all other materials produced by the Consultant in connection with the services provided to the City, shall be the property of the City whether the project for which they were created is executed or not.

5. Independent Contractor. The Consultant and the City agree that the Consultant is an independent contractor with respect to the services provided pursuant to this Agreement. The Consultant will solely be responsible for its acts and for the acts of its agents, employees, subconsultants, or representatives during the performance of this Agreement. Nothing in this Agreement shall be considered to create the relationship of employer and employee between the parties hereto.

6. Indemnification. The 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 (collectively "claims"), and specifically including without limitation claims for injury or death of any person, or for the loss or damage to property, arising out of or resulting from the acts, errors or omissions of the Consultant and/or the use of the City's property and/or facilities, in performance of this Agreement, except for injuries and damage caused by the sole negligence of the City. It is further specifically and expressly understood that the indemnification provided herein constitutes 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. The provisions of this section shall survive the expiration or termination of this Agreement.

7. Insurance.

A. The Consultant shall procure and maintain for the duration of the Agreement, insurance against claims for injuries to persons or damage to property which may arise from or in connection with the performance of the work or the use of the City's property and/or facilities hereunder by the Consultant, its agents, representatives, or employees.

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 or a substitute form providing equivalent liability coverage. The policy shall be endorsed to provide contractual liability coverage.
2. General Liability insurance shall be at least as broad as ISO occurrence form CG 00 01 and shall cover liability arising from premises, athletic participants, operations, products-completed operations, independent contractors, personal injury, contractual and advertising injury. The City shall be named as an additional insured under the Consultant's General Liability insurance policy using ISO Additional Insured-Managers or Lessors of Premises Form CG 20 11 or an endorsement providing at least as broad coverage.
3. Workers' Compensation coverage as required by the Industrial Insurance laws of the State of Washington.

Minimum Amounts of Insurance

Consultant 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. General Liability insurance shall be written with limits no less than \$1,000,000 each occurrence, \$2,000,000 general aggregate. General Liability insurance shall include coverage for athletic participant liability with limits of not less than \$1,000,000.

### Other Insurance Provisions

The insurance policies are to contain, or be endorsed to contain, the following provisions for Automobile Liability, Professional Liability and Commercial General Liability insurance:

1. The Consultant's insurance coverage shall be primary insurance as respects the City. Any insurance, self-insurance, or insurance pool coverage maintained by the City shall be excess of the Consultant's insurance and shall not contribute with it.
2. The Consultant's insurance shall be endorsed to state that coverage shall not be cancelled by either party, except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the City.

### Acceptability of Insurers

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

### Verification of Coverage

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.

### No Limitation

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

## 8. Record Keeping and Reporting; Disclosure.

A. The Consultant shall maintain accounts and records, including personnel, property, financial, and programmatic records, which sufficiently and properly reflect all direct and indirect revenue of any nature incurred and services performed pursuant to this Agreement. The Consultant shall report sales tax due according to state guidelines of Code #3112 and will code tax revenue to the City of Lake Stevens. The Consultant shall also maintain such other records as may be deemed necessary by the City to ensure proper accounting of all funds incurred by the Contractor to the performance of this Agreement.

B. The foregoing records shall be maintained for a period of seven years after termination of this Agreement unless permission to destroy them is granted by the Office of the Archivist in accordance with RCW Chapter 40.14 and by the City.

C. Consultant shall permit any authorized representative of the City, and any person authorized by the City for audit purposes, to inspect such records at all reasonable times during regular business hours of the Consultant. Upon request, the Consultant will provide the City with

reproducible copies of any such records. The Consultant may reasonably charge the City for such copies requested at actual cost.

D. Separate from and additional to the foregoing, the Consultant shall fully cooperate with and assist the City with respect to any request for public records received by the City and related to any public records generated, produced, created and/or possessed by the Consultant and related to the services performed under this Agreement. Upon written demand by the City, the Consultant shall furnish the City with full and complete copies of any such records within five business days.

The Consultant's failure to timely provide such records upon demand shall be deemed a material breach of this Agreement. To the extent that the City incurs any monetary penalties, attorneys' fees, and/or any other expenses as a result of such breach, the Consultant shall fully indemnify and hold harmless the City as set forth in Section 6.

For purposes of this section, the term "public records" shall have the same meaning as defined by Chapter 42.17 RCW and Chapter 42.56 RCW, as said chapters have been construed by Washington courts.

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

9. Audits and Inspections. The records and documents with respect to all matters covered by this Agreement shall be subject at all times to inspection, review, or audit by the City during the performance of this Agreement.

10. Termination.

A. This City reserves the right to terminate or suspend this Agreement at any time, with or without cause, upon seven days prior written notice. In the event of termination or suspension, all finished or unfinished documents, data, studies, worksheets, models, reports or other materials prepared by the Consultant pursuant to this Agreement shall promptly be submitted to the City.

B. In the event this Agreement is terminated or suspended, the City shall be entitled to payment for all services performed and reimbursable expenses incurred to the date of termination.

C. This Agreement may be cancelled immediately if the Consultant's insurance coverage is canceled for any reason, or if the Consultant is unable to perform the services called for by this Agreement.

D. The City reserves the right to terminate this Agreement with not less than seven days written notice, or in the event that outstanding balances are not paid within sixty days.

E. This provision shall not prevent the City from seeking any legal remedies it may otherwise have for the violation or nonperformance of any provisions of this Agreement.

11. Discrimination Prohibited. The Consultant shall not discriminate against any employee, applicant for employment, or any person seeking the services of the Consultant under this Agreement, on the basis of race, color, religion, creed, sex, sexual orientation, age,

national origin, marital status, or presence of any sensory, mental, or physical handicap.

12. Assignment and Subcontract. The Consultant shall not assign or subcontract any portion of the services contemplated by this Agreement without the prior written consent of the City.

13. Conflict of Interest. The Consultant represents to the City that it has no conflict of interest in performing any of the services set forth in Exhibit "A." In the event that the Consultant is asked to perform services for a project with which it may have a conflict, Consultant will immediately disclose such conflict to the City.

14. Confidentiality. All information regarding the City obtained by the Consultant in performance of this Agreement shall be considered confidential. Breach of confidentiality by the Consultant shall be grounds for immediate termination.

15. Entire Agreement. This Agreement contains the entire agreement between the parties, and no other agreements, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or bind either of the parties. Either party may request changes to the Agreement. Changes which are mutually agreed upon shall be incorporated by written amendments to this Agreement.

16. Notices.

Notices to the City of Lake Stevens shall be sent to the following address:

City of Lake Stevens  
Attn: City Clerk  
Post Office Box 257  
Lake Stevens, WA 98258  
Telephone: 425-622-9412

Notices to the Consultant shall be sent to the following address:

Skyhawks Sports Academy, LLC  
5360 Legacy Drive, Suite 150  
Plano, TX 75024  
Telephone: \_\_\_\_\_

17. Applicable Law; Venue; Attorneys' Fees. This Agreement shall be governed by and construed in accordance with the laws of the State of Washington. In the event any suit, arbitration, or other proceeding is instituted to enforce any term of this Agreement, the parties specifically understand and agree that venue shall be exclusively in Snohomish County, Washington. The prevailing party in any such action shall be entitled to its attorneys' fees and costs of suit, which shall be fixed by the judge hearing the case and such fee, shall be included in the judgment.

18. Severability. Any provision or part of this Agreement held to be void or unenforceable under any law or regulation shall be deemed stricken and all remaining provisions shall continue to be valid and binding upon the City and the Consultant, who agree that the Agreement shall be reformed to replace such stricken provision or part with a valid and enforceable provision

that comes as close as reasonably possible to expressing the intent of the stricken provision.

19. Background Check. The Consultant warrants and represents that Consultant and every employee, subcontractor and agent of Consultant performing work or otherwise using the City's premises under this Agreement shall have successfully passed a background check pursuant to RCW 43.43.830-.845. For purposes of this section, "successfully passed" shall mean that the background check has not revealed any "crime against children or other persons" as defined by RCW 43.43.830.

20. 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.

IN WITNESS WHEREOF, the City and Concessionaire have executed this Agreement as of the date first above written.

CITY OF LAKE STEVENS

SKYHAWKS SPORTS ACADEMY, LLC

By: \_\_\_\_\_  
Brett Gailey, Mayor

By: \_\_\_\_\_  
*Printed Name & Title*

ATTEST/AUTHENTICATED:

\_\_\_\_\_  
Kathy Pugh, City Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
Greg Rubstello, City Attorney

## EXHIBIT A SCOPE OF SERVICES

The City of Lake Stevens will provide:

1. The information needed to schedule programs appropriately;
2. Assistance in reserving appropriate facilities to offer scheduled programs;
3. Access to City of Lake Stevens bathroom facilities;
4. Assistance in gaining permission to distribute informational flyers.

Skyhawks Sports Academy, LLC will provide:

1. Quality summer camp programs for children (see attached camp schedule);
2. On-line registration for participants on its website;
3. Compensation to City based on 2020 Skyhawks Camp registration records with the City receiving 15% of total registration fees charged and collected;
4. Access to school facilities (if needed) for bathroom and phone use;
5. Administrative coordination associated with the programs;
  - Promotions & Marketing
  - Registration
  - Phone calls
  - Confirmation
  - Program Implementation
  - Payroll
  - Concerns, and Questions
6. Promotional Media;
  - Program Guides directly mailed to available lists
  - Fliers –6,900 to be mailed/distributed to LAKE STEVENS residents incl. postage
    - Camera ready Organizational Publication Insert
7. Certificate of liability insurance;
8. Employment opportunities for local high school students, college students and educators/coaches;
9. Immediate and full refund of fees to all registered participants of any and all cancelled programs.
10. A program that will not discriminate.

**2020 City of Lake Stevens Skyhawks Sports Camp Schedule**

<b>Date</b>	<b>Sport</b>	<b>Location</b>	<b>Ages</b>	<b>Time</b>	<b>Fees</b>
7/6-7/10	Soccer Camp	Lundeen Park	6-12	9-3	\$179
7/13-7/17	Golf Camp	Lundeen Park	5-9	9-12	\$145
7/20-7/24	Football Camp	Lundeen Park	6-12	9-3	\$179
7/27-7/31	Cheerleading	Lundeen Park	5-10	9-12	\$145
7/27-7/31	Multi-Sport Camp	Oak Hill Park	6-12	9-3	\$179
8/3-8/7	Baseball Camp	Lundeen Park	6-12	9-3	\$179
8/10-8/14	Basketball Camp	Oak Hill Park	6-12	9-3	\$179
8/17-8/21	Mini-Hawk Camp	Oak Hill	4-7	9-12	\$145



This page left blank intentionally



LAKE STEVENS CITY COUNCIL  
**STAFF REPORT**

**City Council**  
**Agenda Date:** February 25, 2020

**Subject:** Naming Park Located at 20 S. Davies Road fka Wyatt Park

<b>Contact</b>		<b>Budget</b>	<b>\$400</b>
<b>Person/Department:</b>	Jill Meis, Parks Planning and Development Coordinator	<b>Impact:</b>	

---

**RECOMMENDATION(S)/ACTION REQUESTED OF CITY COUNCIL:** **Adopt formal name of Davies Beach.**

**SUMMARY/BACKGROUND:** The city of Lake Stevens will receive ownership of Wyatt Park from Snohomish County. The park amenities include picnic tables and benches, restrooms, boat launch, dock, Joe Rantz Boathouse and associated parking.

The Park and Recreation Planning Board held a public hearing and solicited names for a period of no less than two weeks via social media, city website and the Herald. Staff received 24 written responses with the majority requesting the name of Davies Beach. The Park and Recreation Planning Board recommends the name “Davies Beach”, as it reflects the historic name of the park and beach.

Should Council approve the name change, staff will order new signage, and prepare for the grand opening and transfer ceremony.

---

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

---

**BUDGET IMPACT:** \$400 - New signage from annual Parks and Recreation Budget

---

**ATTACHMENTS:** City Policy No: P-3-90  
Public Responses

CRITERIA FOR NAMING CITY PARKS

City Policy No.: P-3-90

Effective: October 9, 1990

Department Review:

City Administrator RS

Building Official JL

Superintendent of Public Works Hop

City Planner QW

Chief of Police

Clerk-Treasurer BK

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

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

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

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

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

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

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

PASSED THIS 8th day of October, 1990

Richard H. Toyer  
Richard H. Toyer, Mayor

From: [Kayla Durham- De Leon](#)  
To: [Jill Meis](#)  
Subject: Davies beach  
Date: Friday, January 31, 2020 5:43:59 PM

---

The lake name should be Davies. It always has been. No one calls it anything else unless you aren't from the area

Sent from my iPhone

## **Jill Meis**

---

**From:** Cyndi Fraser <cyndifraser@gmail.com>  
**Sent:** Friday, January 24, 2020 11:08 PM  
**To:** Jill Meis  
**Subject:** Name for Wyatt Park

Jill, As a Lake Stevens resident for 60+ years, I cannot think of a name more appropriate for the park than Davies Beach. Those of us who grew up in Lake Stevens have always referred to it as Davies Beach, even when the county changed it to Willard Wyatt.

The following link gives you some of the history behind this historic resort:

[https://m.facebook.com/story.php?story\\_fbid=2356282481147311&id=400322146743364](https://m.facebook.com/story.php?story_fbid=2356282481147311&id=400322146743364)

Thank you, Cyndi Fraser

## **Jill Meis**

---

**From:** Austin Harris <therealaustinharris@gmail.com>  
**Sent:** Saturday, February 1, 2020 1:18 AM  
**To:** Jill Meis  
**Subject:** Name of Wyatt park

I suggest Davies Beach as the new name .

**Jill Meis**

---

**From:** Lisa Marcacci <mamamarcacci@gmail.com>  
**Sent:** Thursday, February 6, 2020 12:55 PM  
**To:** Jill Meis  
**Subject:** Name Wyatt Park

Hello,

I have reflected on this and feel the importance of our first territorial Governor should be especially embraced by Lake Stevens as our name hails from Isaac Ingalls Stevens.

Governor Stevens did much for Washington and gave selflessly even with his life during the battle of Chantilly in the Civil War.

I propose we honor him and the life he gave in that battle by renaming Wyatt Park to Chantilly Community Park.

Thank you for your time,

Lisa Marcacci

**Jill Meis**

---

**From:** Mira Berenshtein <MiraBerenshtein@hotmail.com>  
**Sent:** Saturday, February 1, 2020 10:16 PM  
**To:** Jill Meis  
**Subject:** Naming of the Park

Hello there,

Just wanted to throw my recommendation out to restore the name of the park to Davies Beach.

Thank you,  
Mira

Sent from Mail for Windows 10

**Jill Meis**

---

**From:** Jennifer Borden <jmborden1@gmail.com>  
**Sent:** Saturday, January 25, 2020 6:56 PM  
**To:** Jill Meis  
**Subject:** New name for Wyatt Park

I think it should be changed to Davies Beach That's what we called it growing up and it sounds so much better than that other name.

#LSHSclassof1991

Jennifer Horne

**Jill Meis**

---

**From:** nique wicks <nwhoppyfrog41@gmail.com>  
**Sent:** Friday, January 24, 2020 10:38 AM  
**To:** Jill Meis  
**Subject:** Park name

Good morning. I think, along with many others, the name of the park should return to Davies Beach. Thank you, Nique Wicks

## **Jill Meis**

---

**From:** Diane deJong <joeldiane@msn.com>  
**Sent:** Friday, January 31, 2020 4:52 PM  
**To:** Jill Meis  
**Subject:** RE: Wyatt Park

Please restore the name of Wyatt Park to it's original name of Davies Beach. All of us that grew up in the area still call it Davies Beach.

Also please keep the fees affordable so that families can use the boat launch and take their kids fishing.

Thank you,  
Diane deJong  
Lifelong Lake Stevens resident

[Get Outlook for iOS](#)

**Jill Meis**

---

**From:** Amber Clark <amber.r.clark22@gmail.com>  
**Sent:** Friday, January 24, 2020 11:54 AM  
**To:** Jill Meis  
**Subject:** Renaming of "Wyatt Park"

Would love for the official name to return to Davies Beach. As second generation Lake Stevens resident raising a 3rd generation here.. with all the growth and change it would be nice to embrace the historical and first name of the beach.

Regards,  
Amber Clark

**Jill Meis**

---

**From:** Buckner (US), Scott A <scott.a.buckner@boeing.com>  
**Sent:** Friday, January 31, 2020 4:56 PM  
**To:** Jill Meis  
**Subject:** Renaming of Wyatt Park

I would like to see the re-naming of Wyatt Park go back to the original name of Davies Beach. Most still call it that anyway. As someone who was born and raised literally 1.0 mile via Chapel Hill Rd 58 years ago I would truly like to see some of the areas old names and history preserved. Thank you for your consideration

Regards,

*Scott Buckner*

2<sup>nd</sup> Shift 767 Test Equipment  
425-389-2030

**Jill Meis**

---

**From:** Helder Prado <helderprado@msn.com>  
**Sent:** Monday, February 3, 2020 11:12 AM  
**To:** Jill Meis  
**Subject:** The City name Wyatt Park

Dear Jill Meis.

I am a passionist brazilian photographer and I love taking fotos of nature everywhere I visit, always encouraging care and preservation of the environment. Lake Stevens is a special place, where my daughter and granddaughter live. Every time I have the pleasure of being there, I always visit and photograph Wyatt Park in the winter or summer. I can testify that in this blessed place it has one of the most beautiful sunrises on the planet and, if you want, you can see some of my photos on Google or my social medias. In my opinion Willard Wyatt Park needs to have its new name as - Sunrise Park - Where you witness the most beautiful sunrises on the planet.

Sorry for my english, Helder Prado.

See more in Facebook: Helder Prado Piracicaba - Instagram:  
[holderprado\\_fotos](https://www.instagram.com/holderprado_fotos/) and Google Maps

Thankful and I hope to return to this beautiful city soon.

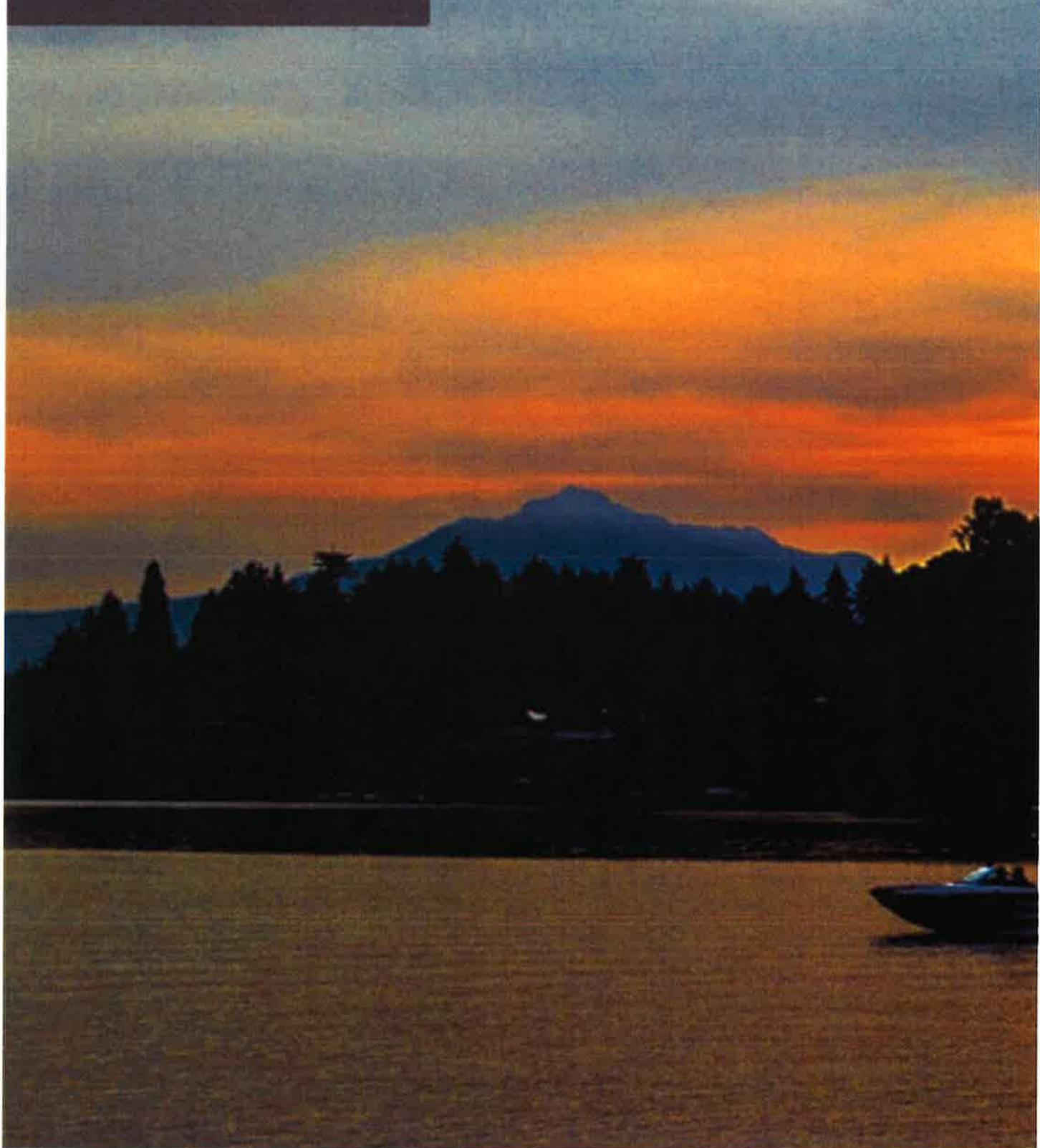
Helder Prado

## Willard Wyatt Park



Helder Prado Piracicaba

Foto - ago. 2018



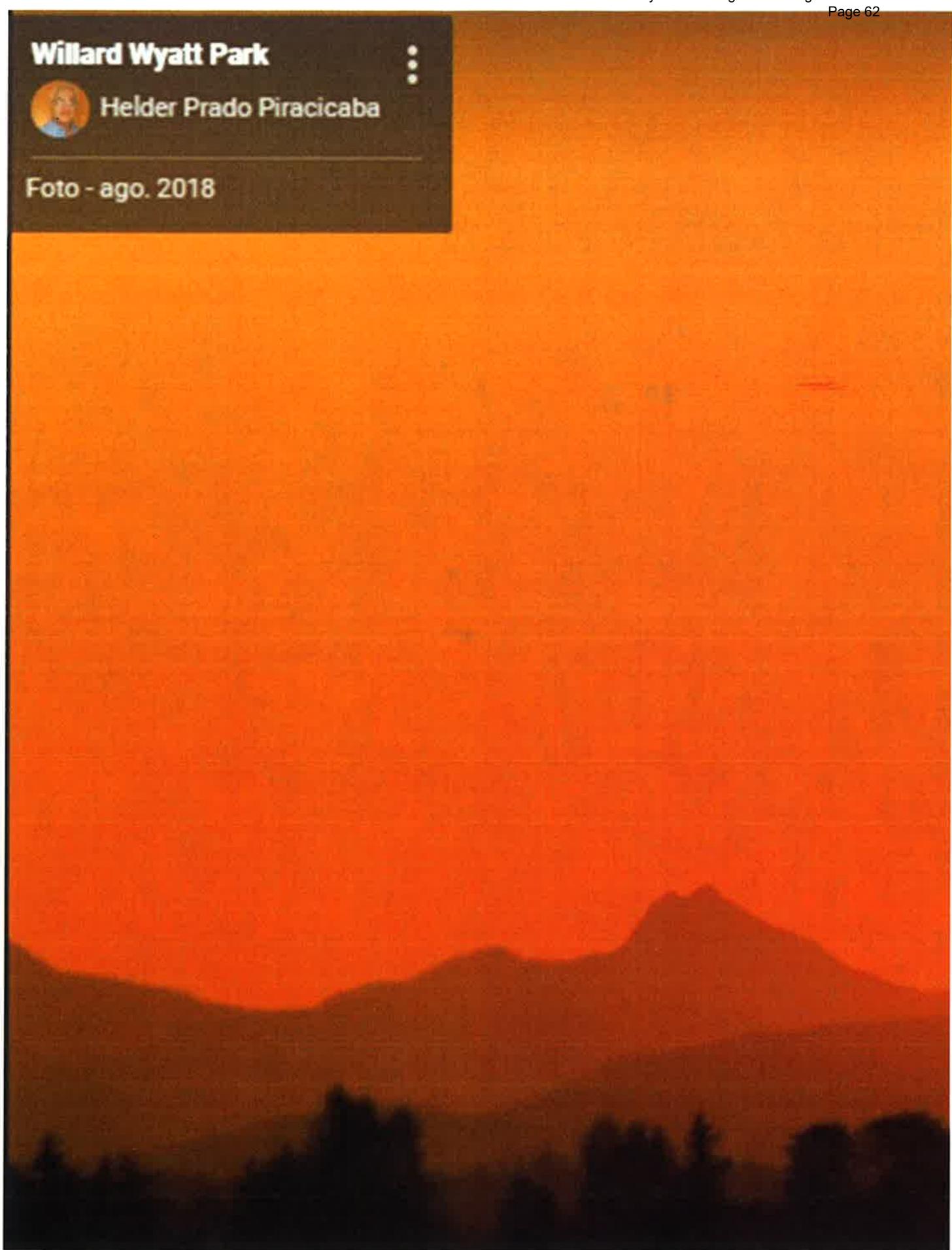
## Willard Wyatt Park



Helder Prado Piracicaba



Foto - ago. 2018



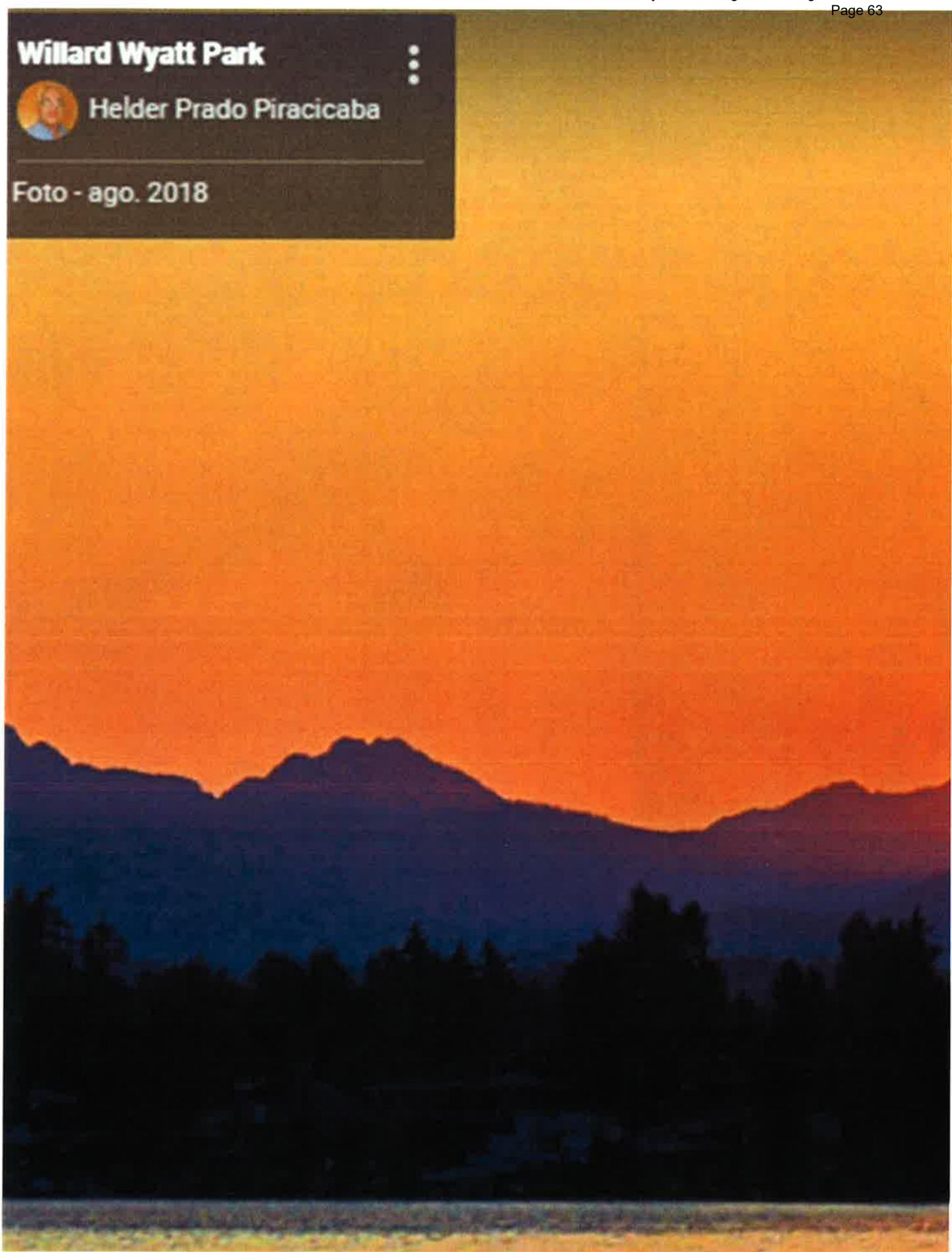
## Willard Wyatt Park



Helder Prado Piracicaba

•

Foto - ago. 2018



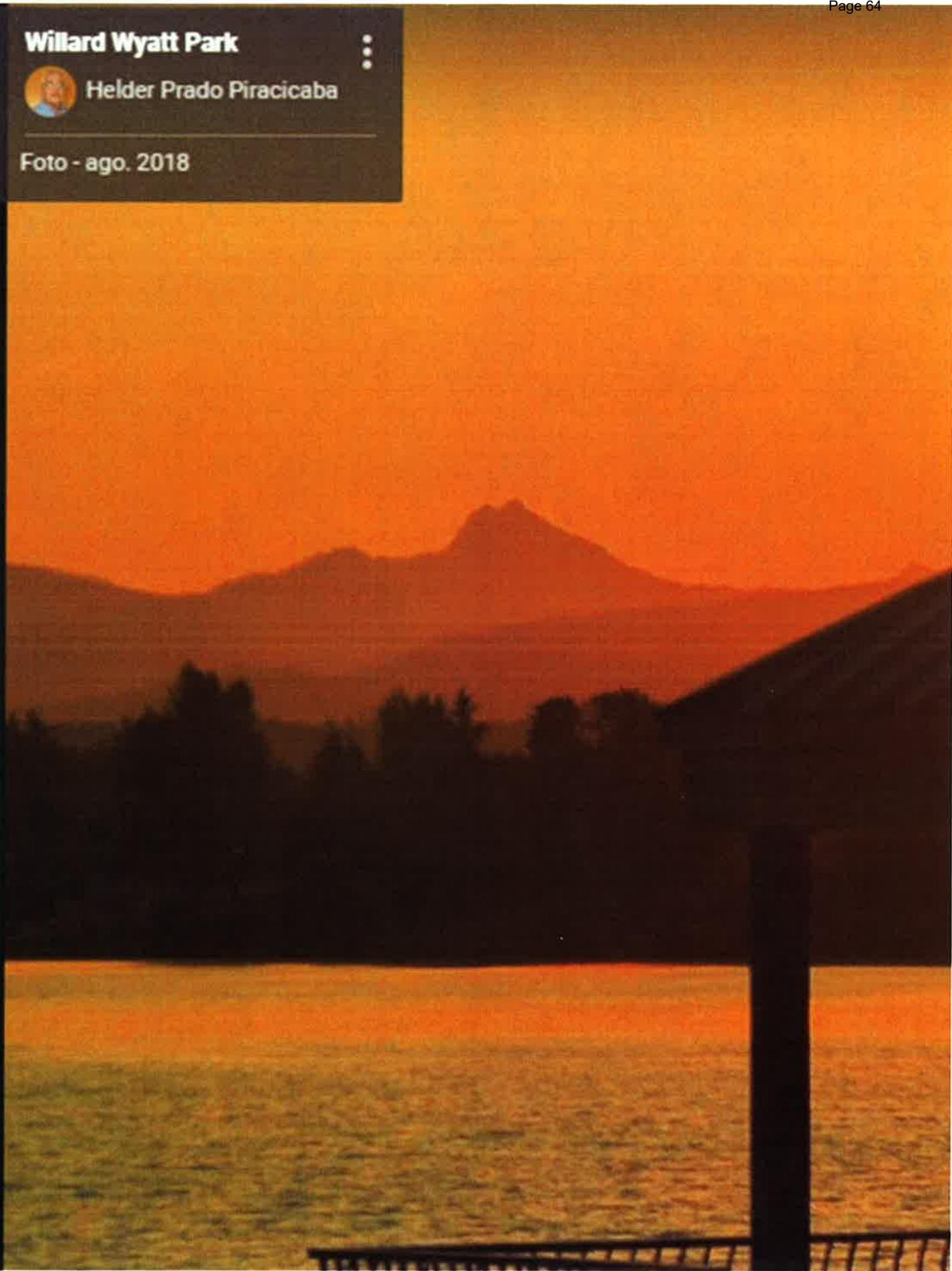
## Willard Wyatt Park



Helder Prado Piracicaba

⋮

Foto - ago. 2018



**Jill Meis**

---

**From:** Michelle Barwell <michelleirene024@gmail.com>  
**Sent:** Thursday, January 23, 2020 4:29 PM  
**To:** Jill Meis  
**Subject:** Wyatt Beach

My vote to rename Wyatt Beach is Davies Beach. I've lived in Lake Stevens my whole life and I vote it be renamed back to it's original name. I still call it Davies and always will. If it's named back to it original then all the new people who have moved here will know what we old rooted people are talking about lol.

Thank you,

Michelle Barwell

## Jill Meis

---

**From:** Comcast <tnj@comcast.net>  
**Sent:** Friday, January 24, 2020 11:46 AM  
**To:** Jill Meis  
**Subject:** Wyatt Park

Please change Wyatt Park to Davies Beach.

I was born and grew up in Lake Stevens.

My parents still live there, in the cove. It would be awesome to see that!

**Troy Chambers**  
Loan Officer WA MLO #116342

FAIRWAY MORTGAGE  
Cell: [425-418-5103](tel:425-418-5103)  
[4020 Lake Washington Blvd NE Ste 202,](http://4020lakewashingtonblvdne.com)  
[Kirkland, WA 98033](http://kirkland.wa.98033)

For immediate assistance, please contact my production partner:

**Heather Beckner**  
Production Partner  
Direct [206-673-2164](tel:206-673-2164)  
Mobile [253-380-7199](tel:253-380-7199)  
Fax [425-974-2362](tel:425-974-2362)  
[heatherw@fairwaymc.com](mailto:heatherw@fairwaymc.com)  
MLO#[1159269](tel:1159269)



**Jill Meis**

---

**From:** Mike Henry <mike.a.henry@comcast.net>  
**Sent:** Thursday, January 23, 2020 8:09 PM  
**To:** Jill Meis; Mike Henry  
**Subject:** Wyatt Park Name

Hello. Per the City Facebook page I would like to suggest Davies Beach or Davies Park for the new name for Wyatt Park. This is the best choice since many locals already call it by this name and because it is the dividing line between North and South Davies.

Thank you,

Mike Henry  
10543 Meridian PL NE  
Lake Stevens

**Jill Meis**

---

**From:** Heidi smith <rhsmith419@gmail.com>  
**Sent:** Thursday, January 23, 2020 2:48 PM  
**To:** Jill Meis  
**Subject:** Wyatt park new name

Can we please just go back to Davies Beach?! That would be great!

Heidi

**Jill Meis**

---

**From:** Tyler Kidd <tyler.kidd@t4lwireless.com>  
**Sent:** Thursday, January 23, 2020 7:18 PM  
**To:** Jill Meis  
**Subject:** Wyatt Park Renaming

Just make it Davies that's what everyone calls it and we like it!!! It's true to the ppl of lake Stevens. Like everyone is saying doesn't matter what you name it it will always be Davies Beach ! Thanks have a great weekend!

**Jill Meis**

---

**From:** Carolyn Bennett <cben93@yahoo.com>  
**Sent:** Friday, January 24, 2020 12:14 PM  
**To:** Jill Meis  
**Subject:** Wyatt Park

Hello Ms. Meis,

I'd like to vote to please change the name of Wyatt Park back to Davies Beach. That would be excellent!

Thank you and best regards,

Carolyn Bennett  
(425) 327.3159

Sent from my iPhone

**Jill Meis**

---

**From:** Steve the Barber Iblings <tobarbersteve@hotmail.com>  
**Sent:** Thursday, January 23, 2020 6:14 PM  
**To:** Jill Meis  
**Subject:** Wyatt park/Davies beach

I've lived, went to school, worked and owned a business in lake Stevens for Decades.  
My folks moved us to LS in 1977.  
If the park on Davies road is named anything but Davies Beach it will be a disservice to the history of our community.  
Thanks

Steve Iblings  
Steves lake Stevens Barber Shop

**Jill Meis**

---

**From:** Roy Alderman <roy.a.alderman@googlemail.com>  
**Sent:** Thursday, February 6, 2020 5:53 PM  
**To:** Jill Meis  
**Subject:** Wyatt Park's new name

Please return the name to that of the original site, Davies Beach. That's what is called around town already.

--

God Bless,

Roy

**Jill Meis**

---

**From:** Ellen Kennaugh <ellenkeler@gmail.com>  
**Sent:** Saturday, February 1, 2020 7:45 PM  
**To:** Jill Meis  
**Subject:** Wyatt/Davies Park

I live in Lake Stevens City limits and am all in favor of reverting the name of Wyatt to Davies Beach.

Thank you.  
Ellen Kennaugh  
2603 117th Dr NE, Lake Stevens, WA 98258

From: [Bruce](#)  
To: [Jill Meis](#)  
Cc: [carlampguy@aol.com](#)  
Subject: Help the City Name Wyatt Park  
Date: Thursday, January 23, 2020 4:28:18 PM

---

**Dear Jill Meis.**

**Subject. Wyatt Park.**

**Should be ... Davis Beach.**

**If you have lived, played and worked in Lake Stevens, you should know that we have and always will call it... "Davies Beach".**

**Alumni. L.S.H.S. Class of 1972.**

**P.S. And, bring back the Chicken!**

**Thank you. Bruce V. Malmstead.**

From: [Jolene Lewis](#)  
To: [Jill Meis](#)  
Subject: Lake Stevens beach name  
Date: Thursday, January 23, 2020 6:46:17 PM

---

It should return to Davies beach! Please! If I can help get the word out somehow let me know. There are so many of the posts from people that agree.

Thank you,  
Jolene

From: [John Rand](#)  
To: [Jill Meis](#)  
Subject: Wyatt Park name  
Date: Thursday, January 23, 2020 2:39:30 PM

---

I would think the John Spencer deserves some much due recognition and appreciation for what he has helped to accomplish in our amazing community the last few years.

I think “Spencer Park” would honor both his efforts to better our community, as well as his late wife.

Thanks for the consideration!

John Rand

From: [Michael Kenniston](#)  
To: [Jill Meis](#)  
Subject: Wyatt Park renaming  
Date: Thursday, January 23, 2020 2:28:46 PM

---

New name: Rucker Mill Park

Thank you,

Mike Kenniston

Sent from my iPhone



This page left blank intentionally



LAKE STEVENS CITY COUNCIL  
**STAFF REPORT**

**Council Agenda Date:** February 25, 2020

**Subject:** Interlocal Agreement (ILA) with Marysville to Provide Video Service for Movie in the Park

**Contact** Jill Meis, Parks Planning and Development      **Budget**  
**Person/Department:** Coordinator      **Impact:** \$1300.00

**RECOMMENDATION(S)/ACTION REQUESTED OF COUNCIL:** Authorize the Mayor to sign an ILA with City of Marysville to provide outdoor video services for Movies in the Park.

**SUMMARY/BACKGROUND:** The Lake Stevens Arts Commission plans summer “Movies in the Park” events for the Lake Stevens community. The City of Marysville has contracted with the city to provide outdoor video services for several years. Each event has been heavily attended and enjoyed by the public. This year the movies are scheduled for August 14 and 28. Movies are being reviewed and will be selected by the Arts Commission separately from the services provided by the City of Marysville in this ILA.

---

**APPLICABLE CITY POLICIES:**

---

**BUDGET IMPACT:**

\$1300.00 from annual Parks and Recreation Budget

---

**ATTACHMENTS:**

- Exhibit A: ILA

**INTERLOCAL AGREEMENT BETWEEN  
THE CITY OF LAKE STEVENS  
AND THE CITY OF MARYSVILLE  
FOR OUTDOOR VIDEO SERVICES**

This Interlocal Agreement effective February 7, 2020 between the City of Lake Stevens, a Washington municipal corporation, herein after referred to as "LAKE STEVENS" and the City of Marysville, a Washington municipal corporation, herein after referred to as "MARYSVILLE", pursuant to the authority granted by Chapter 39.34 RCW.

**W**HEREAS, the City of LAKE STEVENS is the organizer/host jurisdiction of outdoor movie presentations which shall be selected, provided and licensed by City of LAKE STEVENS and presented on August 14 and August 28, 2020; and

**W**HEREAS, the City of LAKE STEVENS is the owner of the property where the movie will be shown to the community for free; and

**W**HEREAS, the City of MARYSVILLE has sufficient OUTDOOR VIDEO equipment, staff and vehicles to provide OUTDOOR VIDEO SERVICES for public events within the City of Marysville and for other Cities as well; and

**W**HEREAS, the City of LAKE STEVENS desires to utilize the City of MARYSVILLE'S OUTDOOR VIDEO SERVICES; and

**W**HEREAS, this Agreement between Parties is made pursuant to Chapter 39.34 RCW, the Interlocal Cooperation Act, for the City of MARYSVILLE to provide OUTDOOR VIDEO SERVICES to the City of LAKE STEVENS to exercise their powers jointly and thereby maximize their abilities to provide services and facilities that will best fulfill common needs and achieve common goals.

NOW, THEREFORE, in consideration of the terms and conditions contained herein, LAKE STEVENS and MARYSVILLE agree as follows:

**1. SCOPE OF SERVICES**

A. MARYSVILLE agrees to provide OUTDOOR VIDEO SERVICES to LAKE STEVENS as defined in this Agreement. MARYSVILLE'S performance of said services under this Agreement may be limited by the availability of MARYSVILLE'S personnel and equipment. MARYSVILLE will notify the City of LAKE STEVENS at least 48 hours before the event if it is not able to provide personnel and/or equipment.

1. MARYSVILLE will provide OUTDOORVIDEO SERVICES to LAKE STEVENS.
2. MARYSVILLE will provide the video and audio equipment including movie

screen, personnel and vehicles to transport the equipment and personnel to LAKE STEVENS. MARYSVILLE personnel will operate the video equipment and vehicles.

B. LAKE STEVENS will provide the following:

1. An authorized location.
2. Two (2) 20 amp circuits for event power.
3. Other services/personnel.

C. The date for video services (FILM) will be:

1. Friday, August 14, 2020
2. Friday, August 28, 2020

E. It is understood and agreed by all parties that MARYSVILLE staff providing services pursuant to this Agreement are acting in their official capacity as employees of MARYSVILLE and shall be under the exclusive direction and control of MARYSVILLE.

It is understood and agreed by all parties that LAKE STEVENS staff providing services pursuant to this Agreement are acting in their official capacity as employees of LAKE STEVENS and shall be under the exclusive direction and control of LAKE STEVENS.

F. LAKE STEVENS and MARYSVILLE agree to cooperate with all terms and conditions of this Agreement, and shall furnish any information, or other material available to it as may be required in the course of the performance of this Agreement.

G. LAKE STEVENS, by this Agreement, and to the extent contained herein, delegates on an as needed, as requested basis to MARYSVILLE the authority to perform on LAKE STEVENS' behalf those services as provided in this Agreement.

## **2. COMPENSATION/FEES**

- A. LAKE STEVENS will pay MARYSVILLE per performance for the use of the employees, equipment and vehicles in the amount of \$650.00 per date.
- B. LAKE STEVENS will pay MARYSVILLE 25% of the event fee in the event LAKE STEVENS cancels an event with less than 12 hours phone notice to MARYSVILLE as provided in Section 8 (C) (2) of this Agreement.
- C. MARYSVILLE shall bill LAKE STEVENS and LAKE STEVENS shall pay MARYSVILLE within thirty (30) days receipt of the bill.

### **3. AMENDMENTS/MODIFICATION**

Provisions within this Agreement may be amended with the mutual consent of the parties hereto. No additions to, or alterations of, the terms of this Agreement shall be valid unless made in writing, formally approved and executed in the same manner as this Agreement.

### **4. INDEMNIFICATION AND LIABILITY**

#### **A. Indemnification:**

1. LAKE STEVENS will at all times indemnify and hold harmless and defend MARYSVILLE, their elected officials, officers, employees, agents and representatives, from and against any and all lawsuits, damages, costs, charges, expenses, judgments and liabilities, including attorney's fees (including attorney's fees in establishing indemnification), collectively referred to herein as "losses" resulting from, arising out of, or related to one or more claims arising out of negligent acts, errors, or omissions of LAKE STEVENS in performance under this agreement.
2. MARYSVILLE will at all times indemnify and hold harmless and defend LAKE STEVENS, their elected officials, officers, employees, agents and representatives, from and against any and all lawsuits, damages, costs, charges, expenses, judgments and liabilities, including attorney's fees (including attorney's fees in establishing indemnification), collectively referred to herein as "losses" resulting from, arising out of, or related to one or more claims arising out of negligent acts, errors, or omissions of MARYSVILLE in performance under this agreement.
3. The term "claims" as used herein shall mean all claims, lawsuits, causes of action, and other legal actions and proceedings of whatsoever nature, involving bodily or personal injury or death of any person or damage to any property including, but not limited to, persons employed by MARYSVILLE, LAKE STEVENS, or other person and all property owned or claimed by MARYSVILLE, LAKE STEVENS or affiliate of thereof, or any other person; except for those losses or claims for damages solely caused by the negligence or willful misconduct of MARYSVILLE or LAKE STEVENS, their elected and appointed officials, officers, employees or agents.

#### **B. NOTHING HEREIN SHALL REQUIRE OR BE INTERPRETED TO:**

1. Waive any defense arising out of RCW Title 51
2. Limit or restrict the ability of any City or employee or legal counsel for any City or employee to exercise any right, defense or remedy which a party to a lawsuit may have with respect to claims or third parties, including, but not limited to, any good faith attempts to seek dismissal or legal claims against a party by any proper means allowed under the civil rules in either state or federal court.

3. Cover or require indemnification or payment of any judgment against any individual or Party for intentional or wrongful conduct outside the scope of employment of any individual or for any judgment for punitive damages against any individual or city. Payment of punitive damage awards, fines or sanctions shall be the sole responsibility of the individual against whom said judgment is rendered and/or his or her municipal employer, should that employer elect to make said payment voluntarily. This agreement does not require indemnification of any punitive damage awards or for any order imposing fines or sanctions.

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

## **5. INSURANCE**

- A. Both parties to this Agreement shall maintain public liability insurance either through the Washington Cities Insurance Authority (WCIA) or through an equivalent combination of self-insurance and appropriate insurance coverage and shall maintain their membership in WCIA or their insurance policies throughout the term of this Agreement.
- B. Such insurance shall not be reduced or canceled without forty-five (45) days written notice from the other party. Reduction or cancellation of the insurance shall render this Agreement void.
- C. Upon request by one party to the other, the party receiving such request shall provide to the party making such request proof of insurance coverage or membership in WCIA verifying that party is a covered member in good standing.

## **6. INDEPENDENT CONTRACTOR**

- A. Nothing herein contained shall be construed as creating the relationship of employer and employee, or principal and agent, between LAKE STEVENS and MARYSVILLE or any of LAKE STEVENS' or MARYSVILLE's agents or employees.

LAKE STEVENS shall retain all authority for rendition of services, standards of performance, control of personnel, and other matters incident to the performance of services by LAKE STEVENS pursuant to this Agreement.

MARYSVILLE shall retain all authority for rendition of services, standards of performance, control of personnel, and other matters incident to the performance of services by MARYSVILLE pursuant to this Agreement.

- B. Nothing in this Agreement shall make any employee of LAKE STEVENS a MARYSVILLE employee for any purpose, including, but not limited to, withholding of taxes, payment of benefits, worker's compensation pursuant to Title 51 RCW, or any other rights or privileges accorded LAKE STEVENS or employees by virtue of their employment.

Nothing in this Agreement shall make any employee of MARYSVILLE a LAKE STEVENS employee for any purpose, including, but not limited to, withholding of taxes, payment of benefits, worker's compensation pursuant to Title 51 RCW, or any other rights or privileges accorded MARYSVILLE employees by virtue of their employment.

## **7. LEGAL RELATIONS**

- A. The prevailing Party in any action to enforce any provision of this Agreement or to redress any breach hereof shall be entitled to recover from the other party its costs and reasonable attorney's fees incurred in such action.
- B. The Parties shall comply with all federal, state and local laws and ordinances applicable to work to be done under this agreement. This Agreement shall be interpreted and construed in accordance with the laws of Washington. Venue for any action commenced relating to the interpretation, breach or enforcement of this agreement shall be in Snohomish County Superior Court.
- C. The parties agree that, following reasonable attempts at negotiation and compromise, any unresolved dispute arising under this contract may be resolved by a mutually agreed upon alternative dispute resolution of arbitration or mediation.

## **8. DURATION/TERMINATION/NOTICE/EMERGENCY NOTICE**

- A. This Agreement will become effective on the date of affixing the last signature hereto and shall remain in effect for a period of six months, subject to renewal.
- B. Either party may terminate this Agreement, for any reason, upon providing thirty (30) days written notice to the other party, in which case each City shall pay the other City for all services provided up to and including the date of termination.
- C. Notices
  - 1. Required notices, with the exception of legal process, shall be given in writing to the following respective addresses:

City of MARYSVILLE:  
6915 Armar Road  
Marysville, WA 98270

City of LAKE STEVENS:  
1812 Main Street, P O Box 257  
Lake Stevens, WA 98258-0257

- 2. Event Cancellation Notice via Phone/Emergency Contact:

The below named individuals are designated as the representatives of the respective parties. The representatives shall be responsible for administration of this Agreement.

In the event a representative is changed, the party making the change shall notify the other party.

**MARYSVILLE:**

Name: Chris Taylor, Cultural Arts Supervisor  
Phone Number: 360-363-8408

**LAKE STEVENS:**

Name: Jill Meis, parks Planning and Development Coordinator  
Phone Number: 425-622-9431

D. Termination shall not affect the rights and obligations of the parties under Sections 4, 5, 6 and 11 of this Agreement.

**9. WAIVER**

No term or provision herein shall be waived and no breach excused unless such waiver or consent shall be in writing and signed by the party claimed to have waived or consented.

**10. ENTIRE AGREEMENT**

This Agreement, including any exhibits and documents referenced herein, constitutes the entire agreement between the parties, and supersedes all proposals, oral or written, between the parties regarding plan review and inspection services.

**11. PRIVILEGES AND IMMUNITIES**

All privileges and immunities from liability, exemption from ordinances, rules, laws, all pension, disability, workers' compensation and other benefits which apply to the activities of MARYSVILLE employees while performing their functions within the territorial limits of MARYSVILLE shall apply to them to the same degree and extent while they are engaged in the performance of any of their authorized functions and duties within LAKE STEVENS under the provisions of this Agreement.

**12. THIRD PARTY BENEFICIARY STATUS**

The parties agree that this Agreement shall not confer third-party beneficiary status on any non-party to this Agreement.

**13. SEVERABILITY**

If any provision of this Agreement or its application to any person or circumstance is held invalid, the remainder of the provision and/or the application of the provisions to other persons or circumstances shall not be affected.

**14. APPROVAL AND FILING**

**APPROVAL AND FILING.** Each party shall approve this Agreement pursuant to the laws of the governing body of said party. The attested signature of the officials identified below shall constitute a presumption that such approval was properly obtained. A copy of this Agreement shall be filed with the Snohomish County Auditor's office pursuant to RCW 39.34.040.

(REMAINDER OF PAGE LEFT INTENTIONALLY BLANK.)

IN WITNESS WHEREOF, the parties have signed this Agreement, effective on the date indicated below.

**CITY OF MARYSVILLE**

JON NEHRING Mayor

Date: \_\_\_\_\_, 2019

Attest:

TINA BROCK Deputy City Clerk  
Approved as to form:

JON WALKER City Attorney

Attorney for the City of MARYSVILLE

**CITY OF LAKE STEVENS**

Brett Gailey Mayor

Date: \_\_\_\_\_, 2019

Attest:

KATHY PUGH City Clerk  
Approved as to form:

GREG RUBSTELLO City Attorney

Attorney for City of LAKE STEVENS



LAKE STEVENS CITY COUNCIL  
**STAFF REPORT**

**Council**  
**Agenda Date:** February 25, 2020

**Subject:** Appointments to Planning Commission

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

---

**RECOMMENDATION(S)/ACTION REQUESTED OF COUNCIL:** Appoint Michael Duerr to the Planning Commission for a term ending December 31, 2020 and Todd Welch to the Planning Commission for a term ending December 31, 2023.

**SUMMARY/BACKGROUND:** There are currently two vacancies on the Planning Commission. The City advertised to fill those vacancies and received twenty-three applications. Applications were reviewed and seven candidates were selected for interview by an interview panel consisting of Planning Commission Vice Chair John Cronin, Councilmembers Steve Ewing and Kim Daughtry and Community Development Director Russ Wright. Following the interviews the panel recommended Michael Duerr and Todd Welch to the Mayor for nomination. The nominees were presented to the Council at the February 18, 2020 workshop meeting and following discussion there was direction from Council to move forward with appointment of the nominees as follows:

Position 1: Michael Duerr for a term ending December 31, 2023  
Position 2 Todd Welch for a term ending December 31, 2020

---

**APPLICABLE CITY POLICIES:**

---

**BUDGET IMPACT:**

---

**ATTACHMENTS:**



This page left blank intentionally



LAKE STEVENS CITY COUNCIL  
**STAFF REPORT**

**Council Agenda Date:** February 25, 2020

**Subject:** 2020 Budget Amendment #1

**Contact Person/Department:** Barb Stevens/ Finance

**Budget Impact:** Yes

**RECOMMENDATION(S)/ACTION REQUESTED OF COUNCIL:**

ADOPT: Ordinance No. 1079 Amending Budget Ordinance No. 1071

**SUMMARY/BACKGROUND:**

Throughout the year the City Council authorizes various purchase requests and agreements. At the time of authorization, the budget impact is presented to the Council as part of the information required in order for the Council to make an informed decision. The budget amendment follows to adjust the specific line items that will be affected by purchase or contract award.

Due to revenue receipts and expenditure costs outside of the expected values during the 2020 budget process, the 2019 ending fund balances are different from what was adopted in the 2020 budget as beginning balances. The amendments made to beginning fund balances reflect the actual 2019 ending fund balances.

In addition to the beginning balances, amendments are being proposed in revenue and expenditure line items throughout the funds. Proposed amendments are based changes in estimates (based on prior year actuals and current year actuals to date), prior year budgeted items not completed during the year (need reauthorization), new requests, or other obligations.

An amendment has been made to the Organizational Chart increasing the Event Specialist position from a 60% part-time FTE to a full-time FTE. The position will be revised at a future date to better describe the duties and expectations of the position.

**Summary of Ordinance 1079 - Amendment #1 to the 2020 Budget – CITYWIDE**

Budget Action	Budgeted Beginning Balance	Budgeted Resources	Budgeted Expenditures	Budgeted Ending Balance
2020 Original Budget - 1071	\$31,121,718	\$43,474,883	\$50,477,474	\$24,119,127
Budget Amendment #1 - 1079	\$3,925,844	\$4,431,747	\$8,674,370	(\$316,779)
<b>Totals</b>	<b>\$35,047,562</b>	<b>\$47,906,630</b>	<b>\$59,151,844</b>	<b>\$23,802,348</b>

**Summary of Ordinance 1079 – Amendment #1 to 2020 Budget by FUND**

Fund #	Fund Name	Change in Beginning Balance	Change in Resources	Change in Expenditures	Change in Ending Balance
001	General	(\$694,904)	\$2,235,336	\$1,758,009	(\$217,577)
101	Street	\$356,679	\$0	\$82,028	\$274,651
103	Street Reserve	(\$3,591)	(\$30)	\$0	(\$3,621)
111	Drug Seizure & Forfeiture	(\$12,650)	\$0	\$0	(\$12,650)
112	Municipal Arts Fund	(\$39)	\$0	(\$39)	\$0
301	Cap. Proj.-Dev. Contrib.	(\$305,647)	(\$2,800,000)	(\$2,875,936)	(\$229,711)
302	Park Mitigation	(\$11,771)	\$485,000	\$177,816	\$295,413
303	Cap. Imp.-REET	\$58,749	\$0	\$24,584	\$34,165
304	Cap. Improvements	\$3,404,423	\$39,427	\$3,860,626	(\$416,776)
305	Downtown Redevelopment	\$881	\$4,272,014	\$4,272,895	\$0
306	Facility Capital Project	\$294,765	\$0	\$0	\$294,765
309	Sidewalk Capital Project	\$41,537	\$0	\$0	\$41,537
310	20th Street SE Corridor CP	(\$27,747)	\$0	(\$26,810)	(\$937)
401	Sewer	(\$10,851)	\$0	\$26,125	(\$36,976)
410	Storm and Surface Water	\$470,252	(\$300,000)	\$557,303	(\$387,051)
411	Storm Water Capital	\$123,522	\$500,000	\$590,856	\$32,666
501	Unemployment	(\$7,166)	\$0	\$0	(\$7,166)
510	Equipment Fund - Computers	\$89,069	\$0	\$80,216	\$8,853
515	Equipment Fund - Vehicles	\(\$16)	\$0	\$0	(\$16)
520	Equipment Fund-Police	(\$5,650)	\$0	\$0	(\$5,650)
530	Equipment Fund-PW	\$115,455	\$0	\$102,000	\$13,455
540	Aerator Equip (Lake Treatment)	\$7,425	\$0	\$0	\$7,425
621	Refundable Deposits	\$27,374	\$0	\$28,952	(\$1,578)
633	Treasurer's Trust	\$15,745	\$0	\$15,745	\$0
<b>Total</b>		<b>\$3,925,844</b>	<b>\$4,431,747</b>	<b>\$8,674,370</b>	<b>(\$316,779)</b>

---

**APPLICABLE CITY POLICIES:**

In accordance with the Financial Management Policies, Budget Themes and Policies, and the Revised Code of Washington, changes in the adopted budget must be brought before the City Council.

---

**BUDGET IMPACT:**

The budget ordinance will amend the beginning and ending balances, revenues and expenditures in the funds set forth in the ordinance.

---

**ATTACHMENTS:**

- Exhibit: Ordinance No. 1079
- Exhibit: Budget Amendment #1 - Details

**CITY OF LAKE STEVENS  
LAKE STEVENS, WASHINGTON  
ORDINANCE NO. 1079**

AN ORDINANCE OF THE CITY OF LAKE STEVENS, WASHINGTON, AMENDING THE 2019 BUDGET AS SET FORTH IN ORDINANCE NO. **1071** CONCERNING FUND BALANCES, REVENUES AND EXPENDITURES FOR VARIOUS FUND BALANCES FOR THE YEAR 2020.

WHEREAS, the City of Lake Stevens adopted the 2020 budget pursuant to Ordinance No. 1071; and

WHEREAS, the City of Lake Stevens will receipt revenues and incur expenditures in categories and amounts other than anticipated in the adopted 2020 budget; and

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

**SECTION 1.** The 2020 budget, as adopted in Ordinance No. 1071, is hereby amended as follows:

<b>Fund</b>	<b>Description</b>	<b>Current Budget</b>	<b>Amended Budget</b>	<b>Amount of Inc/(Dec)</b>	<b>ExpRev</b>
001 - General	Beginning Fund Balance	\$11,244,520	\$10,549,616	(\$694,904)	BegBal.
001 - General	Revenues	\$15,870,063	\$18,105,399	\$2,235,336	Rev.
001 - General	Expenditures	\$16,648,920	\$18,406,929	\$1,758,009	Exp.
001 - General	Ending Fund Balance	\$10,465,663	\$10,248,086	(\$217,577)	EndBal.
101 - Street	Beginning Fund Balance	\$2,008,522	\$2,365,201	\$356,679	BegBal.
101 - Street	Expenditures	\$2,744,033	\$2,826,061	\$82,028	Exp.
101 - Street	Ending Fund Balance	\$1,834,520	\$2,109,171	\$274,651	EndBal.
103 - Street Reserve	Beginning Fund Balance	\$3,591	\$0	(\$3,591)	BegBal.
103 - Street Reserve	Revenues	\$30	\$0	(\$30)	Rev.
103 - Street Reserve	Ending Fund Balance	\$3,621	\$0	(\$3,621)	EndBal.
111 - Drug Seizure & Forfeiture	Beginning Fund Balance	\$81,540	\$68,890	(\$12,650)	BegBal.
111 - Drug Seizure & Forfeiture	Ending Fund Balance	\$20,302	\$7,652	(\$12,650)	EndBal.
112 - Municipal Arts	Beginning Fund Balance	\$21,208	\$21,169	(\$39)	BegBal.
112 - Municipal Arts	Expenditures	\$31,708	\$31,669	(\$39)	Exp.
301 - Cap. Proj - Dev. Contrib.	Beginning Fund Balance	\$3,629,771	\$3,324,124	(\$305,647)	BegBal.
301 - Cap. Proj - Dev. Contrib.	Revenues	\$10,103,622	\$7,303,622	(\$2,800,000)	Rev.
301 - Cap. Proj - Dev. Contrib.	Expenditures	\$12,825,410	\$9,949,474	(\$2,875,936)	Exp.
301 - Cap. Proj - Dev. Contrib.	Ending Fund Balance	\$907,983	\$678,272	(\$229,711)	EndBal.
302 - Park Mitigation	Beginning Fund Balance	\$468,409	\$456,638	(\$11,771)	BegBal.
302 - Park Mitigation	Revenues	\$1,060,424	\$1,545,424	\$485,000	Rev.
302 - Park Mitigation	Expenditures	\$419,130	\$596,946	\$177,816	Exp.
302 - Park Mitigation	Ending Fund Balance	\$1,109,703	\$1,405,116	\$295,413	EndBal.
303 - Cap. Imp. - REET I	Beginning Fund Balance	\$3,874,092	\$3,932,841	\$58,749	BegBal.
303 - Cap. Imp. - REET I	Expenditures	\$765,245	\$789,829	\$24,584	Exp.
303 - Cap. Imp. - REET I	Ending Fund Balance	\$4,289,492	\$4,323,657	\$34,165	EndBal.
304 - Cap. Imp. - REET II	Beginning Fund Balance	\$1,256,484	\$4,660,907	\$3,404,423	BegBal.
304 - Cap. Imp. - REET II	Revenues	\$3,035,951	\$3,075,378	\$39,427	Rev.
304 - Cap. Imp. - REET II	Expenditures	\$1,379,553	\$5,240,179	\$3,860,626	Exp.
304 - Cap. Imp. - REET II	Ending Fund Balance	\$2,912,882	\$2,496,106	(\$416,776)	EndBal.
305 - Downtown Development	Beginning Fund Balance	\$0	\$881	\$881	BegBal.
305 - Downtown Development	Revenues	\$1,000,000	\$5,272,014	\$4,272,014	Rev.
305 - Downtown Development	Expenditures	\$1,000,000	\$5,272,895	\$4,272,895	Exp.
306 - Facility Capital Project	Beginning Fund Balance	\$4,004,031	\$4,298,796	\$294,765	BegBal.
306 - Facility Capital Project	Ending Fund Balance	\$4,031	\$298,796	\$294,765	EndBal.

309 - Sidewalk Capital Projects	Beginning Fund Balance	\$831,812	\$873,349	\$41,537	BegBal.
309 - Sidewalk Capital Projects	Ending Fund Balance	\$476,122	\$517,659	\$41,537	EndBal.
310 - 20th Street SE Corridor CP	Beginning Fund Balance	\$811,589	\$783,842	(\$27,747)	BegBal.
310 - 20th Street SE Corridor CP	Expenditures	\$824,354	\$797,544	(\$26,810)	Exp.
310 - 20th Street SE Corridor CP	Ending Fund Balance	\$937	\$0	(\$937)	EndBal.
401 - Sewer	Beginning Fund Balance	\$237,705	\$226,854	(\$10,851)	BegBal.
401 - Sewer	Expenditures	\$1,069,396	\$1,095,521	\$26,125	Exp.
401 - Sewer	Ending Fund Balance	\$228,834	\$191,858	(\$36,976)	EndBal.
410 - Storm & Surface Water	Beginning Fund Balance	\$1,191,100	\$1,661,352	\$470,252	BegBal.
410 - Storm & Surface Water	Revenues	\$3,562,304	\$3,262,304	(\$300,000)	Rev.
410 - Storm & Surface Water	Expenditures	\$4,126,503	\$4,683,806	\$557,303	Exp.
410 - Storm & Surface Water	Ending Fund Balance	\$626,901	\$239,850	(\$387,051)	EndBal.
411 - Storm Water Capital	Beginning Fund Balance	\$0	\$123,522	\$123,522	BegBal.
411 - Storm Water Capital	Revenues	\$1,631,486	\$2,131,486	\$500,000	Rev.
411 - Storm Water Capital	Expenditures	\$1,631,486	\$2,222,342	\$590,856	Exp.
411 - Storm Water Capital	Ending Fund Balance	\$0	\$32,666	\$32,666	EndBal.
501 - Unemployment Fund	Beginning Fund Balance	\$59,765	\$52,599	(\$7,166)	BegBal.
501 - Unemployment Fund	Ending Fund Balance	\$21,307	\$14,141	(\$7,166)	EndBal.
510 - Equip Fund - Computer	Beginning Fund Balance	\$76,886	\$165,955	\$89,069	BegBal.
510 - Equip Fund - Computer	Expenditures	\$311,976	\$392,192	\$80,216	Exp.
510 - Equip Fund - Computer	Ending Fund Balance	\$94,376	\$103,229	\$8,853	EndBal.
515 - Equip Fund - Vehicles	Beginning Fund Balance	\$30,849	\$30,833	(\$16)	BegBal.
515 - Equip Fund - Vehicles	Ending Fund Balance	\$41,385	\$41,369	(\$16)	EndBal.
520 - Equip Fund - Police	Beginning Fund Balance	\$277,740	\$272,090	(\$5,650)	BegBal.
520 - Equip Fund - Police	Ending Fund Balance	\$286,138	\$280,488	(\$5,650)	EndBal.
530 - Equip Fund - PW	Beginning Fund Balance	\$913,232	\$1,028,687	\$115,455	BegBal.
530 - Equip Fund - PW	Expenditures	\$396,432	\$498,432	\$102,000	Exp.
530 - Equip Fund - PW	Ending Fund Balance	\$734,551	\$748,006	\$13,455	EndBal.
540 - Aerator Replacement	Beginning Fund Balance	\$94,800	\$102,225	\$7,425	BegBal.
540 - Aerator Replacement	Ending Fund Balance	\$58,800	\$66,225	\$7,425	EndBal.
621 - Refundable Deposits	Beginning Fund Balance	\$2,578	\$29,952	\$27,374	BegBal.
621 - Refundable Deposits	Expenditures	\$101,000	\$129,952	\$28,952	Exp.
621 - Refundable Deposits	Ending Fund Balance	\$1,578	\$0	(\$1,578)	EndBal.
633 - Treasurer's Trust	Beginning Fund Balance	\$1,493	\$17,238	\$15,745	BegBal.
633 - Treasurer's Trust	Expenditures	\$453,297	\$469,042	\$15,745	Exp.

**SECTION 2.** Except as set forth above, all other provisions of Ordinance 1071 shall remain in full force, unchanged.

**SECTION 3.** Effective Date and Publication. A summary of this ordinance consisting of its title shall be published in the official newspaper of the City. This ordinance shall take effect and be in force five (5) days after the date of publication.

PASSED by the City Council of the City of Lake Stevens this 25th day of February, 2020.

---

Brett Gailey, Mayor

ATTEST/AUTHENTICATION:

---

Kathy Pugh, City Clerk

APPROVED AS TO FORM:

---

Greg Rubstello, City Attorney

Presented: February 18, 2020  
Final Reading: February 25, 2020

Published:  
Effective:

Fund #	Revenue/Expenditure Account	Type	Total Amended	Notes
002	Interfund Loan Repay Receipt	Rev	\$2,235,336	RF - Interfund Loan - Downtown
103	Investment Interest	Rev	(\$30)	Fund Elimination
301	TIZ 3	Rev	(\$2,800,000)	Developer Completed Mitigation
301	DOC - Cavelero Grant	Rev	\$485,000	RF - Grant Receipt
304	WSDOT Grant - Trestle/HOV	Rev	(\$39,337)	Decrease 2020 for Grant Received in 2019
304	Property Sale Proceeds	Rev	\$78,764	RF - Property Sale - Received 2020
305	State Commerce - DT Grant	Rev	\$2,236,108	RF - Grant Receipt
305	Interfund Loan	Rev	\$949,799	RF - Downtown
305	Transfer In	Rev	\$1,086,107	RF - Downtown
410	Storm Drainage Charges	Rev	(\$300,000)	Reduced New SWM Rate Structure
411	Transfer In	Rev	\$500,000	RF - Transfer to SWM Capital Fund
001	CC-Professional Services	Exp	\$50,000	RF - Records & Financial Management
001	FI-Professional Service	Exp	\$9,955	RF - State Auditor 2019 Invoicing
001	HR Director Recruitment	Exp	\$5,250	Consultant Contract - Candidate Review
001	PL - Salaries	Exp	\$26,500	Event Specialist to Full Time
001	PL - Benefits	Exp	\$10,500	Event Specialist to Full Time
001	PL-Park & Recreation	Exp	\$2,394	RF - Recreation & Arts
001	LE-Donation Exp - Other	Exp	\$3,955	RF - Donation
001	LE - Insurance	Exp	\$44,169	Rate/Allocation Change
001	Utilities	Exp	\$15,000	2 PD Buildings paying utilities
001	Davies Beach Improvements	Exp	\$23,000	Contingent on receiving parks from SnoCo
001	PK-Professional Services	Exp	\$38,005	RF - Trail Master Plan
001	PK -Professional Tree Srv	Exp	\$27,000	RF - Dangerous Tree Removal
001	PK - Insurance	Exp	\$5,468	Rate/Allocation Change
001	PK-Storm Drainage	Exp	(\$9,327)	SWM Rate/Allocation
001	Park Capital	Exp	\$10,000	Frontier Heights - Rotary Donation Received 2019
001	Park Capital	Exp	\$37,301	RF - PW Shop
001	Prosecution Services	Exp	\$12,200	Incr. Contract Rate (Council 2/11/20)
001	Ext Consult - Labor Relations	Exp	\$20,000	RF - Labor Relations
001	Social Worker Program (Grant)	Exp	(\$1,200)	Change in Grant Funding
001	Grant Exp - Arlington	Exp	(\$1,800)	Change in Grant Funding
001	CS - Veteran Services	Exp	\$3,498	RF - Veteran Services
001	CS - Library Storm Drainage	Exp	(\$2)	SWM Rate/Allocation
001	Pavillion Audio/Visual	Exp	\$100,000	From Comcast Settlement
001	GG-Municipal Court Fees	Exp	\$20,000	RF - Court Fees - 2019 Invoicing
001	GG - Insurance	Exp	(\$12,626)	Rate/Allocation Change
001	GG-Storm Drainage	Exp	(\$1,030)	SWM Rate/Allocation
002	Interfund Loan	Exp	\$949,799	RF - Interfund Loan - Downtown Project
002	Property Purchase	Exp	\$370,000	Landre Property Purchase (1/14/20)
101	ST-Storm Drainage	Exp	(\$3,423)	SWM Rate/Allocation
101	ST - Insurance	Exp	(\$23,531)	Rate/Allocation Change
101	ST-Capital Expenditures	Exp	\$108,982	RF - PW Shop
112	Art - Public Art Acquisition	Exp	(\$39)	Adjust Expend to avoid overspend in 2020
301	Transfer Out	Exp	\$428,483	RF - Transfer to Downtown - Main Street
301	17005 - 24th & 91st Ext Design	Exp	\$218,431	RF - Roadway Project
301	17005 - 24th St SE & 91st Ave	Exp	(\$2,800,000)	Developer Completed Mitigation
301	18004 - S. Lake Stevens Rd	Exp	(\$722,850)	Decrease 2020 Budget - More Spent in 2019
302	Tree Replacement Expenditures	Exp	\$72,786	RF - Tree Replacement
302	Transfer Out	Exp	\$105,030	RF - Transfer to Downtown North Cove
303	Fuel System Construction	Exp	\$24,584	RF - Fuel System Project
304	Lundeen Park Redevelopment	Exp	\$50,000	RF - Lundeen Project (Parking lot)
304	Park Redevelopment - Capital	Exp	\$35,411	RF - Park Project
304	17005 - 24th St SE & 91st Ave	Exp	\$450,000	Welton Property Purchase (2/11/20)
304	79th Ave SE Access Road	Exp	\$399,350	RF - Cavelero Roadway Project
304	Frontier Village/4th Project	Exp	\$9,768	RF - Village Way - Curbing
304	Trestle/HOV Lane	Exp	\$2,363,504	RF - BAT Lane Project
304	Transfer Out	Exp	\$552,593	RF - Transfer to Downtown Project
305	Interfund Loan Repayment	Exp	\$2,235,336	RF - Downtown
305	North Cove Park Cap-Local	Exp	\$656,004	RF - Downtown North Cove Project

305	Pavillion - Grant Exp	Exp	\$949,799	RF - Downtown Project
305	Main Street Project - Local	Exp	\$431,756	RF - Downtown Main Sroject
310	20th St SE - Professional Srv	Exp	(\$26,810)	Decrease 2020 for 2019 Expenditures
401	SE-Professional Service	Exp	\$25,000	RF - Legal Fees
401	SE-Storm Drainage	Exp	\$1,125	SWM Rate/Allocation
410	SW-Operating Costs	Exp	\$50,000	RF - 2019 Purchases
410	SW-Milfoil Treatment	Exp	(\$45,270)	Reduced Cost Requirement for Milfoil
410	SW - Insurance	Exp	\$7,718	Rate/Allocation Change
410	SW-Drainage	Exp	(\$2,632)	SWM Rate/Allocation
410	SW - Alum Treatment	Exp	(\$30,000)	Partial Payment from Separate Fund
410	SW-Diking District Contrib	Exp	\$30,000	RF - Contribution to District
410	SW - Capital Expenditure	Exp	\$47,487	RF - Stormwater Outfall Study
410	SW- Transfer to SWM Capital	Exp	\$500,000	RF - Transfer to SWM Capital Fund
411	Decant Facility Project	Exp	\$123,522	RF - Decant Project
411	SWC - PW Shop Remodel	Exp	\$148,844	RF - PW Shop
411	Callow Road Drainage	Exp	\$138,490	RF - Callow Drainage
411	Catherine Creek/36th Street Bridge	Exp	\$150,000	RF - Bridge Project
411	117th Place / 114th Drainage	Exp	\$30,000	RF - Drainage Projcect
510	Capital - Purch Computer Equip	Exp	\$80,216	RF - VueWorks and GIS Projects
530	Purchase Of Capital Equipment	Exp	\$102,000	RF - PW Dump Truck and Compressor
621	Street Project Retainage Reimb	Exp	\$28,952	RF - Retainage Release for 2019 Projects
633	State Court Remittance	Exp	\$15,745	RF - Court Remittance - 2019 Invoicing



LAKE STEVENS CITY COUNCIL  
**STAFF REPORT**

**Council Agenda Date:** February 25, 2020

**Subject:** Lake Stevens War Memorial Wall

<b>Contact / Department:</b>	Eric Durpos <u>Department of Public Works</u>	<b>Budget</b>	\$33,500
		<b>Impact:</b>	<u>Incl. contingency</u>

---

**RECOMMENDATION(S)/ACTION REQUESTED OF COUNCIL:** Authorize the Mayor to sign a public works contract with artistic concrete to construct the Lake Stevens War Memorial Wall project for the amount not to exceed \$33,500 and to make such nonsubstantive changes as may be necessary.

**SUMMARY/BACKGROUND:**

For decades, the Lake Stevens War Memorial had been on Main Street, north of the library. It was moved to a temporary home in March 2019 during reconstruction of North Cove Park to make way for the new pavilion building. In anticipation of the new War Memorial Wall within our new Plaza a new foundation and flat work were poured, along with electrical conduit and flagpole sleeves as preparation for this final product to be placed as a beautiful feature to our North Cove Park.

The City followed the small works process and solicited bids from three contractors on February 20<sup>th</sup>. Two bids were received with the lowest bid coming from Artistic Concrete, LLC from Conway at \$33,500.00 and the highest bid from Vokun Construction from Chehalis at \$34,171.50. The third contractor, Handiest, LLC did not submit a bid.

The contractor will begin construction within 10 days of contract award. Work is expected to be completed by the 15<sup>th</sup> of May, in order to have a final product ready for Memorial Day, on May 25<sup>th</sup>.

**APPLICABLE CITY POLICIES:** NA

**BUDGET IMPACT:** A budget amendment not to exceed \$33,500.00 will be brought forward at a subsequent council meeting.

**ATTACHMENTS:**

- Exhibit A: Public Works Contract (with Attachment A)
- Exhibit B: Bid Summary Table

EXHIBIT A

**LIMITED PUBLIC WORKS CONTRACT (Under \$35,000)**

**THIS LIMITED PUBLIC WORKS CONTRACT** (“Contract”) is made and entered into by and between the City of Lake Stevens, Washington, a Washington State municipal corporation (“City”), and Artistic Concrete, LLC., a Washington limited liability company.

**WHEREAS**, City requires roadways to be repaired and paved and Contractor is licensed for and skilled at commercial construction, including fence installation; and

**WHEREAS**, the Contractor and the City desire to enter into this Contract for said work in accordance with the terms and conditions of this Contract.

**NOW, THEREFORE**, in consideration of the terms, conditions and agreements contained herein, the City and Contractor agree as follows:

**1. Scope of Work—the Project.**

The Contractor shall perform, carry out and complete the construction of the Lake Stevens War Memorial Wall (“Project”) in accordance with this Contract and the incorporated Contract Documents specified in Section 2. The Project shall be completed no later than May 1, 2020.

**2. Contract Documents.**

The following documents are incorporated into the Contract by this reference:

- A.  Plans and Contract Drawings.
- B.  Scope of Work.
- C.  Proposal/Bid Submittal (attached).
- D.  2016 or \_\_\_\_\_ Standard Specifications for Road, Bridge, and Municipal Construction (WSDOT/APWA) (“Standard Specifications”) (referenced but not attached).
- E.  WSDOT Amendments to the Standard Specifications (referenced but not attached)
- F.  2010 APWA Supplement General Special Provisions (referenced but not attached).
- G.  City of Lake Stevens Engineering Standards (referenced but not attached)
- H.  Addenda (if any)

In the event of any inconsistencies or conflicts between the language of this Contract and these incorporated documents, the language of the Contract shall prevail over the language of the documents.

**3. Commencement of Work.**

- A. Work shall not proceed under this Contract until the following conditions have been met by the Contractor:
- B. Contract has been signed and fully executed by the parties.
- C. The Contractor has provided the City with the certificates of insurance required under Section 22.
- D. The Contractor has obtained a City of Lake Stevens Business License.
- E. The Contractor has provided the City with satisfactory documentation that Contractor is licensed and bonded as a contractor in the Washington State.

These conditions shall be satisfied within ten (10) calendar days of the City's Notice of Award of the Contract to the Contractor. Upon satisfaction of these conditions, the City shall issue a Notice to Proceed and Contractor shall commence work within five (5) calendar days of the date of said Notice.

**4. Time is of the Essence/Liquidated Damages.**

Time is of the essence in the performance of this Contract. The Contractor shall diligently pursue the Project work to physical completion by the date specified in Section 1. If said work is not completed within the time specified, the Contractor agrees to pay the City as liquidated damages the sum set forth in Section 1-08.9 of the Standard Specifications for each and every calendar day said work remains uncompleted after expiration of the specified time.

**5. Payment for Project.**

- A. Total Contract Sum for Project. Excluding approved changes orders, the City shall pay the Contractor for satisfactory completion of the Project under the Contract a total Contract Sum not to exceed \$33,500.00 in accordance with the bid price in the bid Proposal or proposal price in the Proposal and including all applicable Washington State Sales Tax. The total Contract Sum includes all expenses and costs incurred in planning, designing and constructing the Project, including, but not limited to, applicable sales and use taxes, costs and expenses for overhead, profit, labor, materials, supplies, permits, subcontractors, consultants, and professional services necessary to construct and complete the Project.
- B. Payments shall be for Performance of Project Work. 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. Right to Withhold Payments if Work is Unsatisfactory. If during the course of the Contract, the work rendered does not meet the requirements set forth in the Contract, the Contractor shall correct or modify the required work to comply with the requirements of the Contract. The City shall have the right to withhold payment for such work until it meets the requirements of the Contract.
- D. Payments. Subject to F below, progress payments shall be based on the timely submittal by the Contractor of the City's standard payment request form. The form shall be appropriately

completed and signed by the Contractor. Applications for payment not signed and/or completed 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) calendar days thereafter.

E. Payments for Alterations and/or Additions. Requests for changes orders and/or payments for any alterations in or additions to the work provided under this Contract shall be in accordance with the change order process set forth in Section 1-04.4 of the Standard Specifications.

F. Final Payment. As a Limited Public Works project under \$35,000, the City shall not require a payment and performance bond if requested by Contractor and the City shall not withhold statutory retainage under RCW Chapter 60.28. However, the parties agree that the City shall retain fifty percent of the contract amount for a period of thirty days after the date of final acceptance or until the following has occurred:

1. Affidavits of Wages Paid for the Contractor and all Subcontractors are on file with the Washington State Department of Labor and Industries and the City.
2. An Affidavit by the Contractor is on file with the City that sums due from the Contractor and all Subcontractors to the Washington State Department of Revenue, Employment Security Department, and Department of Labor and Industries for all taxes and penalties due or to become due with respect this Contract have been paid
3. Releases from all of Contractor's subcontractors and/or suppliers have been provided to the City, or the period for filing claims by said subcontractors and/or suppliers has expired without claims being filed.
4. The Contractor shall provide the City with proof that insurance required under Section 22 remains in effect.

G. Final Acceptance. Final Acceptance of the Project is determined when the Project is accepted by the City as being one hundred percent (100%) complete.

H. Payment in the Event of Termination. In the event this Contract is terminated by the either party, the Contractor shall not be entitled to receive any further amounts due under this Contract until the work specified in the Scope of Work is satisfactorily completed, as scheduled, up to the date of termination. At such time, if the unpaid balance of the amount to be paid under the Contract exceeds the expense incurred by the City in finishing the work, and all damages sustained by the City or which may be sustained by the City or which may be sustained by the reason of such refusal, neglect, failure or discontinuance of Contractor performing the work, such excess shall be paid by the City to the Contractor. If the City's expense and damages exceed the unpaid balance, Contractor and his surety shall be jointly and severally liable therefore to the City and shall pay such difference to the City. Such expense and damages shall include all reasonable legal expenses and costs incurred by the City to protect the rights and interests of the City under the Contract.

I. Maintenance and Inspection of Financial Records. The Contractor and its subcontractors shall maintain reasonable books, accounts, records, documents and other evidence pertaining to the costs and expenses allowable, and the consideration paid under this Contract, in accordance with reasonable and customary accepted accounting practices. All such books of account and records required to be maintained by this Contract shall be subject to inspection and audit by representatives of City and/or of the Washington State Auditor at all reasonable times, and the Contractor shall

afford the proper facilities for such inspection and audit to the extent such books and records are under control of the City, and all Project Contracts shall similarly provide for such inspection and audit rights. Such books of account and records may be copied by representatives of City and/or of the Washington State Auditor where necessary to conduct or document an audit. The Contractor shall preserve and make available all such books of account and records in its control for a period of three (3) years after final payment under this Contract, and Bunker Repair Project subcontracts shall impose similar duties on the subcontractors.

**6. Term of Contract.**

The term of this Contract shall commence upon full execution of this Contract by the City and Contractor and shall terminate upon final payment by the City to the Contractor, unless sooner terminated by either party under Section 7 or applicable provision of the Contract.

**7. Termination of Contract.**

A. 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.

B. The City may also terminate this Contract in accordance with the provisions of Section 1-08.10 of the Standard Specifications.

**8. Status of Contractor.**

The Contractor is a licensed, bonded and insured contractor as required and in accordance with the laws of the State of Washington. Contractor is acting as an independent contractor in the performance of each and every part of this Contract. No officer, employee, volunteer, and/or agent of either party shall act on behalf of or represent him or herself as an agent or representative of the City. Contractor and its officers, employees, volunteers, agents, contractors and/or subcontractors shall make no claim of City employment nor shall claim against the City any related employment benefits, social security, and/or retirement benefits. Nothing contained herein shall be interpreted as creating a relationship of servant, employee, partnership or agency between Contractor and the City.

**9. Permits.**

The Contractor will apply for, pay for and obtain any and all City, county, state and federal permits necessary to commence, construct and complete the Project. All required permits and associated costs shall be included in the Total Contract Sum for Project.

**10. Business License Required.**

The Contractor shall obtain a City of Lake Stevens Business License prior to commencement of work under this Contract.

**11. Work Ethic.**

The Contractor shall perform all work and services under and pursuant to this Contract in timely, professional and workmanlike manner.

**12. City Ownership of Work Products.**

All work products (reports, maps, designs, specifications, etc.) prepared by or at the request of Contractor regarding the planning, design and construction of the Project shall be the property of the City. Contractor shall provide the City with paper and electronic copies of all work products in possession or control of Contractor at the request of final payment from Contractor or upon written request from the City.

**13. Job Safety.**

A. General Job Safety. Contractor shall take all necessary precaution for the safety of employees on the work site and shall comply with all applicable provisions of federal, state and local regulations, ordinances and codes. Contractor shall erect and properly maintain, at all times, as required by the conditions and progress of the work, all necessary safeguards for the protection of workers and the public and shall post danger signs warning against known and unusual hazards.

B. Trench Safety Systems. The Contractor shall ensure that all trenches are provided with adequate safety systems as required by RCW Chapter 49.17 and WAC 296-155-650 and -655. The Contractor is responsible for providing the competent person and registered professional engineer required by WAC 296-155-650 and -655.

**14. Prevailing Wages.**

Contractor shall pay its employees, and shall require its subcontractors to pay their employees, prevailing wages as required by and in compliance with applicable state and/or federal law and/or regulations, including but not limited to RCW Chapter 39.12 and RCW Chapter 49.28. Prior to final payment under this Contract, Contractor shall certify in writing that prevailing wages have been paid for all work on the Project as required and in accordance with applicable law and/or regulations.

**15. Taxes and Assessments.**

The Contractor shall be solely responsible for compensating its employees, agents, and/or subcontractors and for paying all related taxes, deductions, and assessments, including, but not limited to, applicable use and sales taxes, 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 Contract.

**16. Nondiscrimination Provision.**

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 demonstrate to the satisfaction of the City that discriminatory practices have been eliminated and that recurrence of such discriminatory practices is unlikely.

**17. The Americans with Disabilities Act.**

The Contractor shall comply, and shall require its subcontractors to comply, with the Americans with Disabilities Act of 1990, 42 U.S.C. § 12101 et seq. (ADA), and its implementing regulations, and Washington State's anti-discrimination law as contained in RCW Chapter 49.60 and its implementing regulations, with regard to the work and services provided pursuant to this Contract. The ADA provides comprehensive civil rights to individuals with disabilities in the area of employment, public accommodations, public transportation, state and local government services, and telecommunications.

**18. Compliance With Law.**

The Contractors shall perform all work and services under and pursuant to this Contract in full compliance with any and all applicable laws, rules, and regulations adopted or promulgated by any governmental agency or regulatory body, whether federal, state, local, or otherwise.

**19. Guarantee of Work.**

A. The Contractor guarantees and warrants all of its work, materials, and equipment provided and utilized for this Project to be free from defects for a period of one (1) year from the date of final acceptance of the Project work. The Contractor shall remedy any defects in its Project work, and the materials, and equipment utilized in the Project and pay for any damages resulting therefrom which shall appear within a period of one (1) year from the date of final acceptance of the Project work unless a longer period is specified. The City will give notice of observed defects with reasonable promptness.

B. The guarantee/warranty period shall be suspended from the time a significant defect is first documented by the City until the work or equipment is repaired or replaced by the Contractor and accepted by the City. In the event that fewer than ninety (90) calendar days remain in the guarantee period after acceptance of such repair or replacement (after deducting the period of suspension above), the guarantee period shall be extended to allow for at least ninety (90) calendar days guarantee of the work from the date of acceptance of such repair or equipment.

C. The Contractor shall also provide the City with manufacturer's warranties for all components, materials and equipment installed as part of the Project.

D. Any repairs or replacement required during the warranty period shall be performed within 30 calendar days following notification by the City.

**20. Contractor's Risk of Loss.**

It is understood that the whole of the work under this Contract is to be done at the Contractor's risk, and that he has familiarized himself with all existing conditions and other contingencies likely to affect the work, and has made his bid accordingly, and that he shall assume the responsibility and risk of all loss or damage to materials or work which may arise from any cause whatsoever prior to completion.

**21. Indemnification and Hold Harmless.**

A. The Contractor shall indemnify, defend and hold the City, its elected officials, agents, officers and/or employees and volunteers harmless from and against any and all claims, demands, liabilities, losses, costs, damages or expenses of any nature whatsoever (including all costs and attorneys' fees) to or by third parties arising from, resulting from or connected with the work and

services performed or to be performed under this Contract by the Contractor and/or its directors, officers, agents, employees, consultants, and/or subcontractors to the fullest extent permitted by law and subject to the limitations provided below.

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 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 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 with respect to any event occurring prior to such expiration or termination.

**22. 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.**

Contractor's 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 floor 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 Public Entity 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. Public Entity Full Availability of Contractor Limits**

If the Contractor 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 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 Public Entity 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 Public Entity, 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 Public Entity 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 (5) 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.

**23. 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 City 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 City may have reasonable objection. Each subcontractor or other person or organization shall be identified in writing to the City by the Contractor prior to the date this Contract is signed by the Contractor. Acceptance of any subcontractor or assignee by the City shall not constitute a waiver of any right of the City to reject defective work or work not in conformance with the contract documents. If the City, 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.

**24. 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.

**25. Integration and Supersession.**

This Contract sets forth all of the terms, conditions, and Contracts of the parties relative to the Project, and supersedes any and all such former Contracts which are hereby declared terminated and of no further force and effect upon the execution and delivery hereof. There are no terms, conditions, or Contracts with respect thereto except as provided herein, and no amendment or modification of this Contract shall be effective unless reduced to writing and executed by the parties. In the event of any conflicts or inconsistencies between this Contract and the Declaration, the terms of this Contract shall control in all cases.

**26. 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.

**27. 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.

**28. Contract Representatives and Notices.**

This Contract shall be administered for the City by Erik Mangold, and shall be administered for the Contractor by the Contractor's Contract Representative, Jack Shull. 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: 425.622.9412

To Contractor

Matt Janes/Shelley R. Janes  
Artistic Concrete, LLC  
P.O. Box 986  
Conway, WA 98238  
Telephone: 360.899.9567

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.

**29. Third Parties.**

The City and Contractor are the only parties to this Contract and are the only parties entitled to enforce its terms. Nothing in this Contract gives, is intended to give, or shall be construed to give or provide, any right or benefit, whether directly or indirectly or otherwise, to third persons.

**30. Governing Law.**

This Contract shall be governed by and construed in accordance with the laws of the State of Washington.

**31. Venue.**

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

**32. Attorney Fees**

Should either the City or the Contractor commence any legal action relating to the provisions of this Contract or the enforcement thereof, the prevailing party shall be awarded judgment for all costs of litigation including, but not limited to, costs, expert witnesses, and reasonable attorney fees.

**33. 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.

**34. Counterparts and Signatures.**

This Contract 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 Contract. Digital, electronic, and PDF signatures will constitute an original in lieu of the “wet” signature.

**35.  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

ARTISTIC CONCRETE, LLC.

By: \_\_\_\_\_  
Gene Brazel, City Administrator

By: \_\_\_\_\_  
*Printed Name & Title*

Attest:

---

Kathy Pugh, City Clerk

Approved as to Form:

---

Greg Rubstello, City Attorney

Acknowledgement of Waiver of Contractor's Industrial Insurance Immunity:

---

City

---

Contractor

ATTACHMENTS:

Attachment A: Bid Proposal

**BID PROPOSAL**

**CITY OF LAKE STEVENS, WASHINGTON**

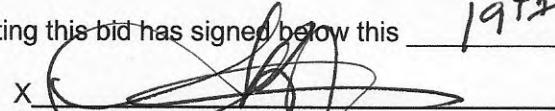
**WAR MEMORIAL WALL**

**Note: Unit prices for all items, all extensions, and the total amount bid must be shown. Where conflict occurs between the unit price and the total amount named for any item, the unit price shall prevail, and totals shall be corrected to conform thereto. All entries must be typed or entered in ink.**

Bid #.	Item Description	Unit	Quantity	Bid
1	War Memorial Wall	LS	1	\$ 32,000.00
2	Force Account - (Resolve Unanticipated Conflicts)	FA	1	\$ 1500.00
Bid Total (Sum of 1 &2)				\$ 33,500.00

IN WITNESS hereto, the undersigned bidder:

- a) Agrees to the conditions of this bid;
- b) Certifies that this bid has not been restricted, modified or conditioned;
- c) Acknowledges receipt of addenda \_\_\_\_ to \_\_\_\_;
- d) Attests to the absence of collusion in the Non-Collusion Affidavit above and agrees to be bound by its provisions;
- e) Certifies and agrees concerning non-segregated facilities in the Non-Segregated Facilities statement above;
- f) Covenants, stipulates and agrees in accordance with the Anti-Discrimination Certification above;
- g) Declares, accepts and understands in accordance with the Bidder's Declarations and Understanding above;
- h) Agrees as to Washington State Sales Tax as above;
- i) Understands and agrees as to the completion time and liquidated damages as above, and
- j) With the full authority of the firm submitting this bid has signed below this day of February 20 2020 19<sup>th</sup>

X   
Signature of bidder  
SHELLEY R. JANES  
Printed Name  
CFO  
Title  
ARTISTIC CONCRETE LLC  
Company Name

Attachment A: Bid Proposal

Address at which to direct correspondence:

po Box 984  
Conway WA 98238  
City State Zip  
Phone: 360 899 9567  
Fax: \_\_\_\_\_  
Email: Shelley@artisticconcrete.us  
License No.: 603 594 010

Emailed and mailed bids will be accepted until February 14, 2020 at 4 PM using the following methods:

**Email:** Erik Mangold at [emangold@lakestevenswa.gov](mailto:emangold@lakestevenswa.gov)

**Mail/Delivery:** 1812 Main Street P.O. Box 257, Lake Stevens, WA 98258  
ATTN. Erik Mangold

The successful bidder will be required to execute a contract substantially in the form attached as [Attachment C](#).

Attachment B: STATEMENT OF BIDDER'S QUALIFICATIONS

**STATEMENT OF BIDDER'S QUALIFICATIONS**

Name of Contractor ARTISTIC CONCRETE LLC  
Address  
Street 1008 SICKLESTEEL LANE  
City MOUNT VERNON State WA Zip 98274  
Contact Person MATT JANES Phone 360 941 9653

Contractor has engaged in the construction business under the present firm name indicated for the past  
8 years.

Type of work generally performed by Contractor GC- ALL PHASES OF CONCRETE

List up to five projects of a similar nature completed within the last ten years and the gross dollar amount of each project.

<u>UTSALADY HEIGHTS - HOA</u>	<u>\$ 87,057.83</u>
<u>ALDERWOOD LANDSCAPING</u>	<u>\$ 43,536.91</u>
<u>CEDARDALE FD DIST. #3</u>	<u>\$ 12,400.00</u>
<u>GRINDLINE SKATEPARKS, INC</u>	<u>\$ 17,028.00</u>
<u>BOULEVARD PARK CHURCH</u>	<u>\$ 10,586.40</u>

How many general superintendents or other responsible employees in a supervisory position do you have at this time and how long have they been with the Contractor? 4 - ALL OVER

3-8 YEARS EACH

Have you ever sued or been sued by any special district, municipality, county, or state government, concerning a public works contract?  Yes  No

If so, explain: \_\_\_\_\_

If so, name the agencies and reasons therefore: \_\_\_\_\_

Disposition of case, if settled: \_\_\_\_\_

Attachment B: STATEMENT OF BIDDER'S QUALIFICATIONS

**STATEMENT OF BIDDER'S QUALIFICATIONS (Continued)**

Washington State Department of Labor and Industries Workmen's Compensation Account Number:

041,825-0

Employment Security Department Number: 417 201008

Washington State Dept of Licensing Contractor's Registration Number: ARTISCL84604

IRS Employer Number: 81-1791874

Or, if individual, Social Security Number: \_\_\_\_\_

**EXHIBIT B**

Lake Stevens War Memorial					Vokun Construction,		Artistic Concrete,LLC		
Bid Item #	Spec Section	Item Description	Unit	Qty.	Unit Price	Total Amount	Unit Price	Total Amount	
1		War Memorial Wall	LS	1	\$ 32,671.00	\$ 32,671.00	\$ 32,000.00	\$ 32,000.00	
2		Force Acccount (Resolve Unanticipated conflits)	FA	1500.00	\$ 1,500.00	\$ 1,500.00	\$ 1,500.00	\$ 1,500.00	
						\$ -	\$ -	\$ -	
						\$ -	\$ -	\$ -	
						Bid Amount	\$ 34,171.00	Bid Amount	\$ 33,500.00



LAKE STEVENS CITY COUNCIL  
**STAFF REPORT**

**Council Agenda Date:** February 25, 2020

**Subject:** Lake Stevens Farmers Market Proposal

<b>Contact Person/Department:</b>	Jill Meis, Parks Planning and Development Coordinator	<b>Budget Impact:</b>	<u>\$6350.00</u>
-----------------------------------	---	-----------------------	------------------

---

**RECOMMENDATION(S)/ACTION REQUESTED OF COUNCIL:** Authorize the Mayor or designee to Enter into a Contract with Mockingjay Press for a Farmers Market and to make such nonsubstantive changes as may be necessary.

**SUMMARY/BACKGROUND:**

A farmers market was identified as a preferred event by the community during the Parks Chapter Update of the Comprehensive Plan. The City Council asked staff to distribute a Request for Proposals (RFP) to provide a farmers market to the community. One proposal was submitted for consideration from a local company, Mockingjay Press, owned by Sarah Dylan Jensen. Sarah has successfully run farmers markets in other jurisdictions and has provided a business plan including payment structure and provided references from other markets. Staff spoke directly with John Kartak, Mayor of Snohomish, and he stated that Sarah was professional, dependable and the market that she manages in Snohomish has grown and has been very successful.

The proposal provides for the city to provide some startup costs associated with the market beginning including software, insurance and Washington State Farmers Market Association membership, total fees estimated at \$6350.00. These fees are anticipated to be returned to the city within the first year with an additional positive inflow of \$1450.00.

---

**APPLICABLE CITY POLICIES:**

---

**BUDGET IMPACT: \$6350.00**

---

**ATTACHMENTS:**

- Exhibit A: Farmers Market Proposal

## **FARMERS MARKET MANAGEMENT**

The Market Manager has responsibility for the day-to-day operations of the Farmers Market. The manager works under and reports to the staff. The Manager will attend monthly meetings, membership meetings and promotional events where applicable. The Manager will also periodically initiate meetings with local business owners, City officials and neighborhood residents as needed. The Manager will make regular reports to the staff highlighting recent activities.

### **PRIMARY MARKET MANAGER RESPONSIBILITIES:**

- Oversee the membership/vendor application process including fielding phone calls from prospective vendors, determining vendor eligibility, processing applications and fees, process & approve stall reservations and maintaining written records, copies of contracts, etc.
- Develop the best possible vendor mix for the market by balancing farm, craft, and prepared food Vendors.
- Maintain wait list for vendors & fill as openings occur.
- Create and maintain the Market Stall Assignments Map and vendor stall assignments and reservations.
- Create and maintain, with approval of city staff, a Rules and Regulations Document for use in educating prospective vendors on rules & procedures for market season.
- Ensure that all vendors have secured the required permits and have a copy of the Rules and Regulations Document. Ensure they follow market procedures, & market rules as outlined in the Rules and Regulations Document.
- Maintain positive, non-discriminatory relations with market vendors.
- Manage requests from not-for-profits and applicable community organizations to participate at markets.

### **Website:**

- Build integrative and accessible Farmers Market website.
- Ensure site is easy to use for customers and vendors where applicable.
- Update accordingly, and as needed.

### **Permits, Licenses & Memberships:**

- Respond to market inquiries and requests with local and state agencies.
- Manage all on site aid programs such as WIC/Senior/Food Stamp Programs (if applicable.)
- Attend any required training.

- Hiring and managing personnel needed for daily operations including volunteers.
- Train and supervise market volunteers, interns or staff. Verify time records.

**Maintain Written Records of:**

- Vendor documents – application, contract, permits
- Keep current original permits and insurance certificate in the Market Manager Record Box (if applicable)
- Issues or problems with vendors or customers.
- Vendor Health Department records as required by law
- All vendor permits required for the market
- Managers Weekly Market Report, which includes estimated customer volumes, weekly stall fees, sales reports, etc.
- Vendor sales reports and transmit totals to staff.
- Prepare monthly reports (during market season) and end of season (Oct) market report for the staff.

**Attend as needed:**

- Executive Committee & staff meetings to give a detailed report on the farmers market & any issues.
- Promotions, Budget & Planning Committee meetings to plan and implement events, and to set market goals.
- Council Meetings, Chamber Meetings or Events, and other community or business associations.

**Develop and maintain good relationships with:**

- Farmers Market staff, and any committees created therein.
- Local community organizations, businesses, and general community
- County health department and City Council & Mayors office.
- Market vendors and shoppers.

**MARKETING & OUTREACH RESPONSIBILITIES**

- The Market Manager is responsible for promoting the Farmers Market on a weekly and general basis.
- Act as primary public contact for the Farmers Market with the membership, agencies and community.
- Actively recruit new vendors with emphasis on local farmers and food providers.
- Actively recruit live entertainment if decided upon.

- List the Farmers Market in various local advertising calendars – create necessary graphics for specific publications as needed.
- Maintain memberships in organizations that benefit the market (Chamber, Puget Sound Fresh, etc. if desired)
- Develop media contacts, and handle media relations if applicable.
- Develop press releases, advertisements, posters, etc.
- Develop and maintain social media sites to promote the market.
- Actively recruit community members to join the market and/or volunteer.
- Perform other outreach and marketing as determined to meet market goals.
- Design marketing materials including logo, posters and advertisements in accordance with overall market vision and statement.

## **RESPONSIBILITIES FOR MARKET DAY**

- Create site layout and assign vendor placement.
- Be on site each market day during market season:
  - Arrive no later than 11:30 a.m. to secure site and ensure readiness
  - Remain on site for duration of market operating hours
  - Complete market walk through once majority of vendors have packed goods to ensure cleanliness
- Oversee vendor loading and unloading of vehicles and enforce the off-site vendor parking. Oversee outside access to the market site by other vehicles where applicable.
- Set up and take down market HQ tent, music tent, electricity cords, tables, signs, road-blocks, and other market day items that are the primary market responsibility.
- Ensure that all facilities, equipment and utilities are in working order.
- Supervise events, entertainers.
- Enforce market procedures and rules, local and state sanitation and food safety guidelines, and other laws and regulations. Maintain public safety.
- Handle emergencies, complaints, and customer requests.
- Contact police department on morning of market if unauthorized vehicles need to be towed.
- Collect stall fees and vendor sales slips. Process food stamp payments, vouchers, process EBT where applicable.
- Transfer or deposit monies collected on market day to appropriate city staff member or city bank organization no later than the following the market date.
- Perform closing duties at end of day, including storing any signage, equipment and market supplies.



# LAKE STEVENS FARMERS MARKET

PROPOSED BY  
**SARAH DYLAN JENSEN**  
**MOCKINGJAY PRESS, LLC**  
**DATED FEBRUARY 7TH, 2020**

## ABOUT THE BIDDER

Dear City Staff & Council Members,

Thank you for considering Mockingjay Press, LLC for your Farmers Market needs. I am glad we had the opportunity to connect last week so that I could get a more clear understanding of the City's expectations.

I specialize in working with local cities to create and facilitate thriving farmers markets. I took on the Snohomish Farmers Market in 2015 and since then have tripled its size and overall vendor revenue. I created and managed - in partnership with the City of Mill Creek - a farmers market at City Hall for the last two years. I took on the Stanwood Farmers Market in 2019 and saved it from having to close after 9 years.

Unlike the casual community member who has a passion project for fundraisers and street fairs, I have proven experience in successful market management and established relationships with vendors, city officials, local businesses and more.

I am a detail-oriented, big thinker with experience as an event organizer. I have the attitude of a diplomat, the eye of an artist, the ethic of a judge, and endurance of a marathon runner. I have a strong passion for farms, local food and small businesses all while getting along with a wide variety of personalities.

I believe my experience and my proposal for the Lake Stevens Farmers Market will provide a complete overview and culminate in a highly successful first season, with many more to come.

If you have any questions, please don't hesitate to get in touch.

Thank you for your consideration,

Sarah Dylan Jensen  
Mockingjay Press, LLC

Attachments:

- Draft Site Plan
- Market Manager Job Description

## ABOUT THE PROJECT

This proposal is in response to the RFP for the use of North Cove Park in conjunction with the City of Lake Stevens to provide a seasonal Farmers Market beginning in 2020.

By engaging with an already-connected network of farms, artisans, crafters and specialty product creators, Mockingjay Press will facilitate a thriving farmers market vendor mix in its first season.

This organization has worked with a variety of city and community needs and is certain that - in partnership with the City and local businesses - Mockingjay Press, LLC can create a wildly successful destination Farmers Market in Lake Stevens.

## OBJECTIVES:

- Utilize the newly redesigned North Cove Park and The Mill to encompass a desired destination Farmers Market
- Satisfy the growing Lake Stevens population's desire for access to fresh, local produce, utilizing our location's proximity to abundant agricultural resources
- Create a demand for tourism and visitors from surrounding towns to bring more recognition to the parks and recreation available in the City of Lake Stevens
- Foster a sense of community by encouraging local entrepreneurs, partnership with local businesses and provide a business incubator for those seeking entry into the retail and/or farming business

## SUCCESS RATES

Mockingjay Press, LLC has been in operation for 7 years. Originally started as a business to help grow social media presence for small, local businesses, it transformed into Market Management in early 2015.

Sarah successfully took over the Snohomish Farmers Market in the spring of 2015, which at the time averaged about 35-45 vendors and operated every Thursday from May through September. At the end of the first season under Sarah's management, the average weekly vendor attendance rose by nearly 20% and the overall vendor revenue increased by 10%. Over the next 5 years the average weekly vendor attendance has risen by nearly 300% and the total vendor revenue has grown over 150%.

Sarah worked hard to re-build community relationships that were damaged from poor management and constant conflicts with the City of Snohomish and surrounding businesses.

In 2018, Sarah was approached to begin a Farmers Market in conjunction with the City of Mill Creek. While it saw initial success, the turmoil in City management as well as the market location proved to be overall detrimental to sustainability. Sarah plans to revisit with the Snohomish County offices in the future when a more appropriate location and management style can occur.

In 2019, Sarah was recruited to the Stanwood Farmers Market (formerly the Port Susan Farmers Market) as a last-ditch attempt to revitalize the organization. Upon hire, Sarah quickly demonstrated excellent leadership and vendor retention breathing new life into the market and increasing vendor confidence and attendance as well as overall revenue. She works closely with the City of Stanwood on potential growth plans and location build-outs for a more permanent, year-round food and farming center.

## FARMERS MARKET DATA

### **SNOHOMISH FARMERS MARKET:**

**Average Market Days:** 21

**Season & Day of Week:** Thursdays beginning in May through September

**Time:** 3pm - 7pm

**Location:** Downtown Snohomish

**Average Vendor Attendance:** 75 Vendors

**Total Number of Vendors:** 110

**Vendor Breakdown (by sales):** 45% Farmers, 14% Artisans/Crafters, 26% Processors, 13% Prepared Food, 2% Other

### **STANWOOD FARMERS MARKET:**

**Average Market Days:** 19

**Season & Day of Week:** Fridays beginning in June through 2nd Week in October

**Time:** 2pm - 6pm

**Location:** Behind Downtown Stanwood Police Station

**Average Vendor Attendance:** 30 Vendors

**Total Number of Vendors:** 50

**Vendor Breakdown (by sales):** 62% Farmers, 12% Artisans/Crafters, 17% Processors, 6% Prepared Food, 1% Other

### **MILL CREEK FARMERS MARKET:**

**Average Market Days:** 12

**Season & Day of Week:**

1st season Fridays, 12-5pm, June through August

2nd season Tuesdays, 3-7pm, mid June through mid August

**Location:** City Hall North Parking Lot

**Average Vendor Attendance:** 30 Vendors

**Total Number of Vendors:** 55

**Vendor Breakdown (by sales):** not formalized

## MANAGER REFERENCES

References have been provided as follows:

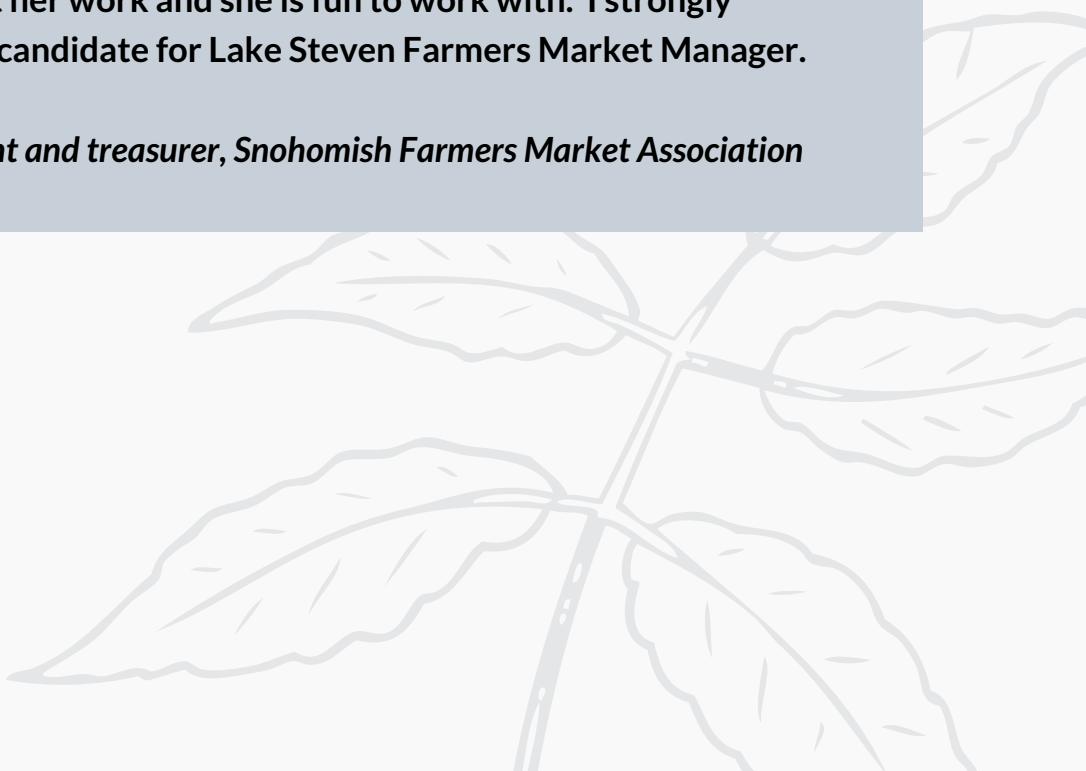
### **Molli Moss, Snohomish Farmers Market**

**Role:** Past Board President of Snohomish Farmers Market Association,  
Current Treasurer

**Contact Information:** [molli@eventproducers.events](mailto:molli@eventproducers.events)

The Snohomish Farmers Market Association could not have made a better hiring decision than Sarah Dylan Jensen. In the three years since I have been involved in the Snohomish Farmers Market, we have seen significant growth in participating vendors, especially among farmers. The financial health of our organization has stabilized under her tenure and we are now well positioned to pursue our future vision. Sarah is knowledgeable, well connected and well respected in our community. She is organized and adept at tracking all the details related to the operations of the market. Her marketing and social media savvy help keep our market top of mind in the community and generate attendance all summer long. She is passionate about her work and she is fun to work with. I strongly recommend Sarah as a candidate for Lake Stevens Farmers Market Manager.

*Molli Moss, past president and treasurer, Snohomish Farmers Market Association*



## MANAGER REFERENCES

### John Kartak

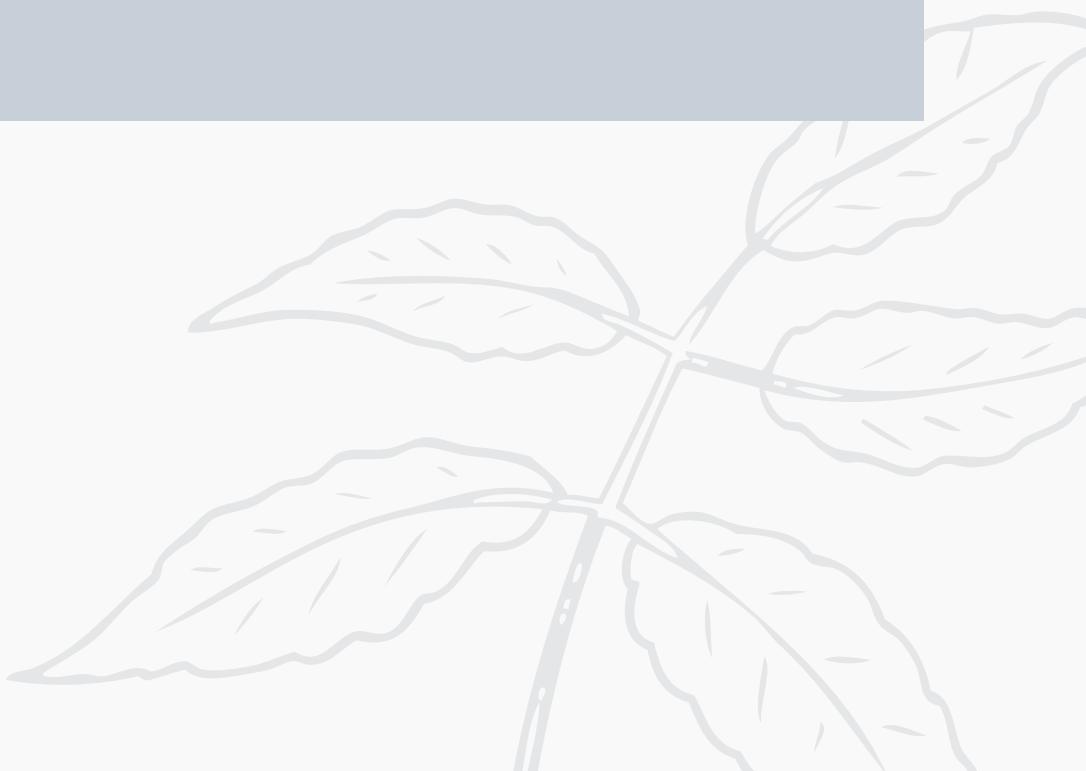
**Roll:** Mayor, City of Snohomish

**Contact Information:** [kartak@snohomishwa.gov](mailto:kartak@snohomishwa.gov)

Sarah Dylan Jensen has been doing an excellent job managing the Snohomish Farmer's Market (Thursday Market) as its director. Sarah came to the organization with an exciting vision and has grown this long-time event into a successful and fun experience that everyone enjoys throughout the season. In fact, its growth under Sarah's leadership may have become her biggest challenge as she continues to work hard to include as many booth entries as she can possibly fit within the relatively large footprint that my city makes available. I have found her very capable of managing the many relationships and levels of relationship necessary to bring about such an accomplishment. It has certainly been a pleasure for my city staff and I to work with her. I can enthusiastically say that I love to go to our Thursday Market, and it is clear that everyone else does as well.

*-John*

**Cell:** 425-238-7879



## MANAGER REFERENCES

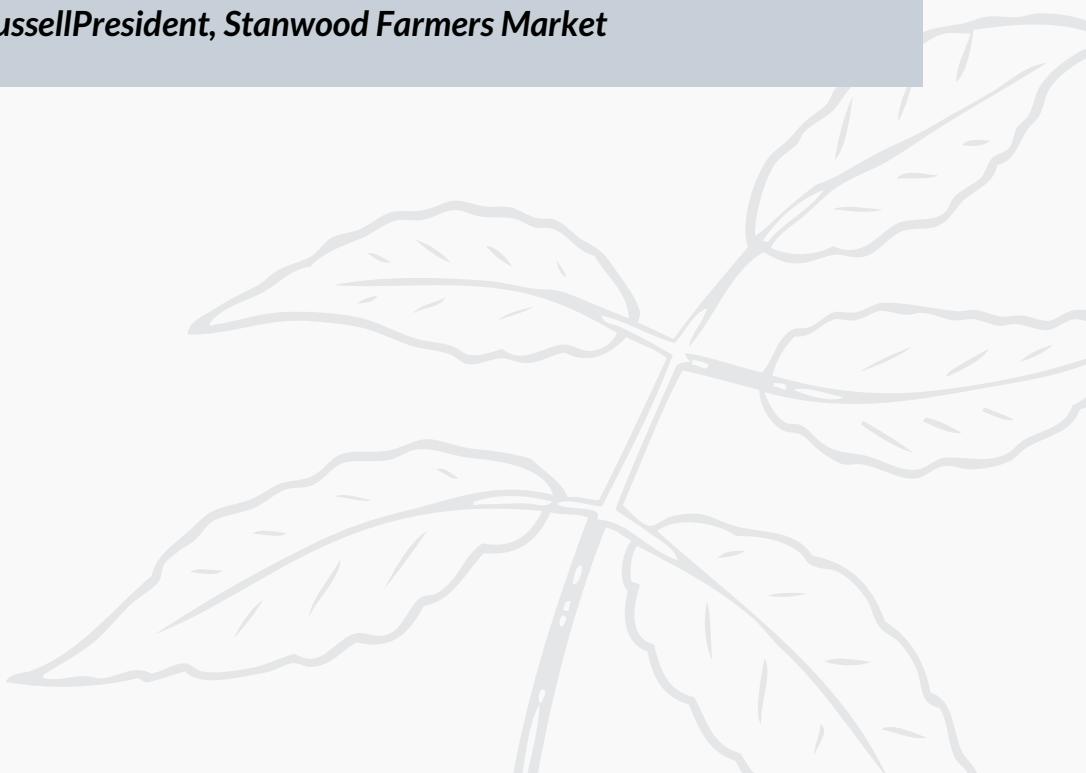
### John Russell

**Roll:** Board President, Stanwood Farmers Market; Business Owner, The UPS Store Stanwood

**Contact Information:** [jrussell4798@theupsstore.com](mailto:jrussell4798@theupsstore.com)

I am the current President of the Stanwood Farmers Market. I have served in this role for several years. Sarah Dylan Jensen was brought in last year as our market director after us having a challenging previous year. She enthusiastically faced the challenge. Sarah was not only able to repair the relationships with our vendors but, with her recruitment, was able to add vendors. Rain or shine our market was well attended by customers and vendors alike. I cannot express enough the confidence we have in Sarah and the gratitude for her being our market director. We are very excited about the 2020 market season. Sharing her bolsters developing strong, local farmers markets which are vital to our local communities. That's why I have no reservations recommending her to be a part of your team.

*Yours Sincerely, John Russell President, Stanwood Farmers Market*



# SITE PLAN

Depending on finalization of North Cove Park and The Mill, Mockingjay Press, LLC intends to use the full extent of the site for vendor tents, music performances and food trucks.

Site layout will also depend on number of vendors that apply and are accepted but the goal is to concentrate the flow of vendor placement in the Plaza area, along the gravel street at the South end of the park, and the indoor space within the downstairs portion of The Mill.

- Food trucks will be focused on the exterior plaza area as a draw to passers-by into the Farmers Market and Mill
- Vendors selling concessions that require shade or cooler temperatures will be staged in the Mill. This will be priority given to only those that need it - the goal is to utilize the outdoor space as much as possible
- A single row of vendors will be placed along the gravel street - priority will be given to vendors that require more time to load in/out or have heavy equipment so as to minimize distance to/from their vehicles
- Vendors will be placed around the grass field as deemed appropriate by the Market Manager. Final placement can be approved by the City of Lake Stevens to ensure appropriate use of North Cove Park

No vendors will be placed on the grass or allowed to load heavy equipment through it.

Attached is a rough draft of the site plan - again subject to final measurements, park & pavillion completion as well as vendor sign ups.

## MARKET DETAILS

Mockingjay Press, LLC intends to begin the Lake Stevens Farmers Market in June of 2020. Below are the proposed market details:

- Inaugural 2020 Market Season will begin June 3rd and run through August 19th;
  - Being that there are no holidays during this time-frame, the market will operate for 12 consecutive weeks
  - This time frame was selected to take advantage of the optimal growing season in the Pacific Northwest ensuring a great vendor turnout with ample produce and fair weather
  - A "shortened" season creates a draw for customers to visit each week, thus bolstering attendance and enticing vendor attendance/commitment
  - Various large-scale festivals and fairs take place near the end of August - ending the market in mid-August eliminates the conflict for vendors to "choose" between our event or a longstanding event they've done previously
  - This is also a time where families schedule vacations before school begins and thus eliminates crowd "die off" at the market ending the market on a high note
- Mockingjay Press, LLC suggests the market operate weekly on Wednesdays from 3-7p.m. to incorporate community members that commute and/or work "bankers hours" and to allow them to visit the market upon returning to Lake Stevens
- It is the intention of Mockingjay Press, LLC to curate a good vendor mix and fill the stall areas each week - proposing 30-40 vendors
- Mockingjay Press, LLC intends to manage the market as a singular Market Manager with the possibility of bringing a current employee on for job shadowing and training for future market growth
- Mockingjay Press, LLC will seek volunteer assistance from local community members and organizations for assistance with set-up, tear down and daily market operational programs

## MARKET TERMS

Mockingjay Press, LLC presents the following terms of proposed service agreement.

Mockingjay Press, LLC's proposal is for a public-private model allowing the City of Lake Stevens to plan expected ongoing costs and minimize investment risk while allowing future investment payoff.

It is the intent of this proposal that the City of Lake Stevens fund the annual investment of the following line items, setting up the Lake Stevens Farmers Market for professionalism and success in it's duration:

- Lake Stevens Farmers Market Website - estimated \$275
- Email through GSuite Account (connected to website) - estimated \$180
- MarketWurks Market Management Software - estimated \$1000
- Market Liability Insurance - estimated \$500 (depending on provider)
- WSFMA Membership - estimated \$400
- Advertising - printing needs, banner creation and additional graphic design services estimated \$2,000
- Market Manager off-season payment for services - \$2,000 \*\*see attached addendum for full Market Manager position overview of "off-season" tasks that this will help compensate for
- 3 10x10 pop-up tents
  - 4 25# tent leg weights per tent
- Electricity outlets & cords for market use
- Miscellaneous sundry items (tablecloths, rack-card holders, etc.) for Market HQ tent information
- Waste removal
- Barricades and road closure signs & manpower to execute prior to market date
- Storage for on-site items (Market HQ tent, tables, cords, signage)

# COST ANALYSIS

## Compensation for The City of Lake Stevens:

- The City of Lake Stevens will receive \$40/per vendor per approved vendor application
  - Vendor approvals will be done via Market Manager discretion as outlined in Job Description
- The City of Lake Stevens will receive \$15/per attending vendor per market week

## Projected First-Year Outcome:

- **Estimated average of 60 approved vendor applications total:**
  - 60 vendors x \$40 approved application fee = \$2,400 per season
- **Estimated average of 30 vendors per market week:**
  - 30 vendors x \$15 weekly stall fee = \$450 per week
  - 12 week market season x \$450 = \$5,400
- **Estimated Season total = \$7,800**

## Summary:

- **Estimated season costs: estimated \$6,350**
- **Estimated first-year outcome: \$7,800**
- **Estimated Net Result: \$1450**

## CLOSING STATEMENT

In closing,

Mockingjay Press, LLC would be honored to receive the bid to curate the 2020 Lake Stevens Farmers Market. As detailed in this proposal, there is a lot of work that goes into establishing an accredited farmers market and Sarah Dylan Jensen has a proven success rate, several times over.

The sooner this process starts, the more time that Mockingjay Press, LLC has to create community demand and secure vendors. We request that if no other proposals are bid before the due date of Friday, February 14th, that the process be expedited and awarded to Mockingjay Press, LLC immediately so work can begin. In truth, Sarah has already spent time and effort creating conversations with vendors, community members and businesses in support of this market.

Thank you for your time and consideration.

Sarah Dylan Jensen,  
Mockingjay Press, LLC





This page left blank intentionally



LAKE STEVENS CITY COUNCIL  
**STAFF REPORT**

**Council Agenda Date:** February 25, 2020

**Subject:** The Mill on Lake Stevens Facility Use Policy

<b>Contact Person/Department:</b>	Jill Meis, Parks Planning and Development Coordinator	<b>Budget Impact:</b>	N/A
-----------------------------------	---	-----------------------	-----

**RECOMMENDATION(S)/ACTION REQUESTED OF COUNCIL:** Provide Direction on Facility Use Policy

---

**SUMMARY/BACKGROUND:**

In anticipation of the Mill becoming available to rent by the public, a facility use policy is required to outline the structure of the rental agreement. The City Council was briefed at the January 21, 2020 workshop on the major elements of the proposed facility use policy. The attached draft policy reflects the desired uses of the building as well as the expectations for renting the facility. The document includes price, descriptions of the spaces, requirements for rental and allowed uses. If approved by City Council, the policy will be brought back on consent agenda.

---

**APPLICABLE CITY POLICIES:**

---

**BUDGET IMPACT:** N/A

---

**ATTACHMENTS:**

- Exhibit A: Draft Facility Use Policy



## EXHIBIT A

### **The Mill on Lake Stevens Facility Policy**

The Mill on Lake Stevens is a multi-use building located at 1808 Main Street in the heart of Old Town Lake Stevens. It houses the City Council chambers, recreational programming and rental space. The facility is programmed through the Lake Stevens Planning and Community Development Department.

**Rental Policy Statement:** Rental facilities within the City of Lake Stevens Parks system are provided for public use. The terms and conditions of the Facility Policy and the rental fees have been set in order to protect and maintain the facility. The City of Lake Stevens does not discriminate against any participant, client, or user of any services because of race, creed, color, religion, national origin, marital status, sex, sexual orientation, age or disability and fully complies with the Americans with Disabilities Act (ADA).

#### **The Mill**

The North Cove Pavilion contains three distinct meeting spaces: Council Chambers, Great Hall and Mezzanine. The pavilion also includes a casual overlook of the Great Hall and an outdoor picnic patio. The Council Chamber is reserved for City Council and City Board Meetings (Monday through Thursday). The entire building is reserved for Community Events.

Intended uses:

The Mill is available for weddings, birthdays, community events and meetings, classes. The spaces are also available for corporate retreats and small conferences. All rooms include the ability for a PA system, tables, chairs and presentation materials upon request.

**Reservations for Entire Mill:** Rentals are offered on a first come first serve basis with a maximum of two-year advance reservations. Reservations are only accepted with a non-refundable reservation fee due at the time of booking. Full Payment is due 90 days prior to the date of use. Rentals must be reserved a minimum of 30 days prior to the date needed and more lead-time is needed if alcohol will be served. For rentals made less than 90 days prior to the date of use, full payment of all reservation fees is due immediately and will be non-refundable.

**Cost: Friday and Sunday \$1300 all day 9:00am to 10:00pm**

**Saturday \$1800 all day 9:00am to 10:00pm**

**Damage Deposit (refundable): \$250 without alcohol/\$500 with alcohol**

**Reservation Deposit (non-refundable): \$200**

**Cancellations for When Entire Mill Has Been Reserved:** The person or entity executing the user agreement may cancel the rental by providing written notice to the City. If the User cancels a rental more than 90 days prior to the date of use, the City will return all payments made, less the non-refundable reservation fee. If the User cancels a rental 90 days or fewer prior to the date of use or fails to obtain any required permit or insurance by the date required, the City will retain all payments made. Only the damage deposit will be refunded. In no circumstance may a reservation or rental be assigned or sublet without the written consent of the Community Development Director. **Reservations for Hartford Hall Space:** Rentals are offered on a first come first serve basis with a maximum of two-year advance reservations. Reservations are only accepted with a non-refundable reservation fee due at the time of booking. Full Payment is due 90 days prior to the date of use. Rentals must be reserved a minimum of 30 days prior to the date needed and more lead-time is needed if alcohol will be served. For rentals made less than 90 days prior to the date of use, full payment of all reservation fees is due immediately and will be non-refundable.

1. The Pavilion Great Hall is 3868 sq. ft.

**Cost: Monday -Thursday \$75/hr. or \$600 all day 9:00am to 10:00pm**

**Friday and Sunday \$900 all day 9:00am to 10:00pm**

**Saturday \$1300 all day 9:00am to 10:00pm**

**Damage Deposit (refundable): \$250 without alcohol/\$500 with alcohol**

**Reservation Deposit (non-refundable): \$200**

**Cancellations for Pavilion Great Hall Space:** The person or entity executing the user agreement may cancel the rental by providing written notice to the City. If the User cancels a rental more than 90 days prior to the date of use, the City will return all payments made, less the non-refundable reservation fee. If the User cancels a rental 90 days or fewer prior to the date of use or fails to obtain any required permit or insurance by the date required, the City will retain all payments made. Only the damage deposit will be refunded. In no circumstance may a reservation or rental be assigned or sublet without the written consent of the Community Development Director.

**Mezzanine Rental:** The Mezzanine can be rented on an hourly basis when not in use for public meetings. The Mezzanine is a 1750 sq. ft., semi-private room located on the second floor of the Pavilion building.

**Cost: Sunday-Friday \$47/hr.**

**Saturday \$67/hr.**

**Damage Deposit (refundable): \$100**

**Reservation Deposit: \$50**

**Cancellations for Mezzanine:** Cancellations must be made 14 days in advance for full refund of reservation deposit.

**Sawyers Room Rental:** The City Council Chambers can be rented on an hourly basis when not in use for City use. This room faces the park and is approximately 1500 sq. ft. This room is available when not in use for public meetings. The space is ideal for classroom type activities and conference space.

**Cost: \$77/hr.**

**Damage Deposit (refundable): \$100**

**Reservation Deposit: \$50**

**Cancellations for Council Chambers:** Cancellations must be made 14 days in advance for full refund of reservation deposit.

**Rental Times:** The time frame of the rental includes the time of the event and the additional time needed for set-up and clean-up and must be confirmed no later than 45 days prior to the event.

**Plaza Rental:** The covered plaza shelter on the outside of the building can be rented for events and is approximately 732 sq. ft. Payment is due in full at the time of reservation.

**Cost: \$95/daily**

**Cancellations for Plaza:** Cancellations must be made 14 days in advance for full refund of payment.

**Check in/Check-out:** The User must check in with City staff prior to use and must perform a walkthrough to become familiar with the facility. The User accepts the condition of the facility upon taking possession. The User must check out with City staff at the conclusion of the use and must perform a walkthrough once cleaning is substantially completed to identify any necessary additional cleaning or damage to the facility. The User is responsible for returning the facility to its pre-event condition (excepting normal wear and tear) including removing all items. A City employee or designee will be present during the event to allow access and to close the facility.

**Partnerships:** On occasion the City may partner with non-profit agencies or service clubs to provide recreation services or events that enrich the lives of the community. The pricing for rental venues may be reduced if this is the case. Agencies wishing to request this must complete an application that can be obtained in the Permit Center located in City Hall.

**Recurring Rentals:** Rental of the facility is limited to once a month unless approved under a written agreement and approved by the Director or designee. If city business arises and use of the space is required, the rental may be cancelled on short notice.

**Insurance:** Event insurance may be required when renting the facility if your event is including but not limited to:

- Serving alcohol
- Has 200 or more people
- Deemed to be high risk
- Open to the public

**Decorations:** Decorations, pictures, signs, notices, posters, displays, or exhibits of any type may not be attached to the walls in a manner that would damage the surface in any way such as staples, tacks, nails or tape. Only approved painters' tape or putty may be used. The use of any form of confetti, rice, glitter, bird seed, silly string, sparklers, Chinese lanterns or party favors that leave debris behind is not allowed in or around the facility. Any evidence of prohibited decorations or prohibited methods of attachment forfeit all damage deposit and the City may immediately terminate use. The area may be decorated for the holidays from Thanksgiving to New Years.

**Third Party Vendors:** If utilizing third party vendors, please fill out and return the Third-Party Vendor Form at least 45 days prior to your event or immediately if the date of use is within 45 days. The City reserves the right to reject third party vendors based on past experience.

Will you be serving alcohol

Yes  No

- **I am aware that to serve alcohol at rental events I must have a Washington State Banquet Permit or Special Occasion License and have it prominently displayed in the rental facility.**
- **I am aware that I will be required to obtain special event insurance if serving alcohol at the rental event.**
- **I am aware that alcohol is strictly limited to beer, wine and/or champagne, and that service of hard alcohol (over 15%) will result in immediate termination of the event with no refund.**

Failure to fully disclose all information or providing false information will result in the forfeiture of all fees and cancellation of event.

**Appropriate License:** The event must secure a Banquet Permit or Special Occasion License (as appropriate for the event) from the Washington State Liquor and Cannabis Board at least 15 business days prior to the date of use. The User is solely responsible for strictly complying with all requirements of such permits and all federal, state, and local laws, rules, regulations, health codes, and ordinances applicable to the service of alcohol at the facility. The User is solely responsible for ensuring that only persons who are of legal age are permitted to consume alcohol

at the facility. The City of Lake Stevens is not responsible for the supervision or monitoring of the activity taking place at the facility and any City employee on site is solely present as a facility monitor. However, if a City employee observes any of the conditions of this Facility Use Agreement or state liquor laws or regulations being violated, the City may immediately terminate the event and may request that local law enforcement respond.

BEER, WINE, CIDER AND CHAMPAGNE ONLY. USE OR POSESSION OF HARD LIQUOR (ie: ANY LIQUOR EXCEEDING 15% ALCOHOL BY VOLUME) WILL RESULT IN IMMEDIATE TERMINATION OF THE EVENT. ON THE DAY OF THE EVENT THE LICENSE MUST BE PRESENT AND DISPLAYED WHERE ALCOHOL IS BEING SERVED.

**Insurance Requirements:** The User shall procure and maintain, for the duration of the use or rental period, insurance against claims for injuries to persons or damage to property which may arise from or in connection with the use of the facility and the activities of the User and his or her or its guests, representatives, employees, and volunteers.

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

B. The User is required to procure, at its own expense, General Liability insurance at least as broad as Insurance Services Office (ISO) occurrence form CG 00 01 covering premises, operations, products-completed operations, and contractual liability. The City of Lake Stevens shall be named as an additional insured on the User's General Liability Insurance policy using ISO Additional Insured-Managers or Lessors of Premises Form CG 20 11 or an endorsement providing at least as broad coverage. The endorsement shall add "The City of Lake Stevens, its officials, officers, employees, agents, and volunteers" as additional insureds. The General Liability insurance shall be written with limits not less than \$1,000,000 each occurrence, \$2,000,000 general aggregate.

C. The User shall additionally procure and maintain, for the duration of the use or rental period, Liquor Liability insurance in the amount of \$1,000,000 each occurrence. The City is to be named as an additional insured on the Liquor Liability insurance policy using the same additional insured language identified above. Host liquor liability coverage may be substituted when alcohol is consumed and not sold at the facility with the prior written approval of the Director.

X\_\_\_\_\_ (

I, the undersigned User, have read and understand this Facility Use Agreement and have accepted responsibility for the terms listed. For, and in consideration of, permission being granted by the City of Lake Stevens for the use by the facility, I agree to be bound by all terms and to comply at all times with all applicable rules, regulations, and directions or instructions of City employees. I understand that the City employee present has the right to immediately terminate the event if he or she determines that a situation is unsafe or presents a risk of harm to the facility. Further, if I sign on behalf of an entity, I affirm that I am authorized to bind that entity.

IN WITNESS THEREOF, the undersigned has hereunto subscribed its name

X\_\_\_\_\_

Signature

X\_\_\_\_\_

Date

This is only permission to use the City of Lake Stevens facility. It in no way replaces any permit required by any other organization or agency.

The City of Lake Stevens shall not discriminate in the use of facilities or programs on the basis of race, creed, color, religion, national origin, marital status, sex, sexual orientation, age, handicap, honorably discharged veteran or military status, status as a mother breastfeeding her child, or the use of a trained dog guide or service animal by a person with a disability. In addition, neither the City nor a third party receiving a lease or permit from the City shall discriminate on the basis of sex in the operation, conduct, or administration of community athletic programs. Persons having questions or wishing to file a complaint regarding this policy may contact the City's Human Resource Director. Persons requiring a reasonable accommodation for a disability may contact the City's Human Resources Director. For more information, please contact 425.622.9400.