



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 CHANGE IN MEETING LOCATION: 1812 MAIN STREET, LAKE STEVENS, WASHINGTON

TO JOIN ZOOM MEETING REMOTELY: [Join Meeting](#)

**TO JOIN MEETING BY TELEPHONE CALL: 1-669-900-6833
Enter Meeting ID # 399-935-212**

Meeting Access Instructions are at the end of this Packet

Tuesday, March 24, 2020 – 7:00 p.m.

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

CALL TO ORDER	7:00 p.m.	Mayor
PLEDGE OF ALLEGIANCE		Mayor
ROLL CALL		
APPROVAL OF AGENDA		Council President
GUEST BUSINESS	None	
CITIZEN COMMENTS		
COUNCIL BUSINESS		Council President
MAYOR'S BUSINESS		
CITY DEPARTMENT REPORT	Update	
CONSENT AGENDA		
	*A 2020 Vouchers	Barb
	*B City Council Special Meeting Minutes of February 28-29, 2020	Kathy
	*C City Council Regular Meeting Minutes of March 10, 2020	Kathy
	*D Vactor Lease/Option to Purchase	Eric
	*E Interlocal Agreement with Diking District No. 2	Eric

Lake Stevens City Council Regular Meeting Agenda

March 24, 2020

- | | | |
|----|--|-----------|
| *G | Bid Award and Contract with Granite Construction for Overlay of Main Street and 99 th Avenue SE | Erik/Eric |
| *H | Bid Award and Contract with SRV Construction for 20 th Street SE | Eric |
| *I | Public Works Contract with Perteet re 20 th Street SE Construction | Eric |
| *J | Ordinance 1080 re Zoning Code Update | Russ |
| *K | Resolution 2020-07 Revising Personnel Policy 4.19 re Inclement Weather/Emergency Closure Notification and Compensation | Anya |

PUBLIC HEARING: None

ACTION ITEMS:

DISCUSSION ITEMS:

CITIZEN COMMENTS

EXECUTIVE SESSION:

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.



CITY DEPARTMENT REPORT CITY COUNCIL REGULAR MEETING March 24, 2020

IT Department – Update

The ITD has processed the order for the multimedia equipment for "The Mill" in the amount of \$39,423.61, and has signed the statement of work for CDWG to execute professional services to install, configure and train staff on the new equipment for "The Mill" in the amount of \$32,305.84.

Public Works – Update

Contract entered with Krazan & Associates in the amount of \$44,055 plus administrative contingency in the amount of \$8,945 (20%) for a total of \$53,000 for performance of Soil Compaction Testing, Asphalt Compaction Testing, Report Preparation for field and laboratory data regarding the 20th Street SE Phase II road improvement project and related to project work performed by SRV Construction.

Contract with National Maintenance Contractors for Janitorial Services is being amended to add janitorial services for the common areas of the commercial building located at 1819 South Lake Stevens Road, included in the purchase of the Lake Stevens Fire property. The original janitorial contract was \$11,760 per year, the new contract amount is \$13,785 per year.

Community Development – Update

Administration

- Staff continues to take proactive steps to deal with Covid-19. Permit applications are by appointment only, counter calls are being directed to appropriate staff over the phone, we are rapidly expanding electronic submittals.
- Field inspections are continuing uninterrupted. In-home inspections are modified for homes with sick residents. We are exploring video inspection options to be available in a few days.
- We have developed a work from home and staggered schedule strategy if necessary.
- We are using Teams and other video platforms for group meetings.

Parks

- All events are cancelled for the time being
- Parks remain open and the website is posted as such

Planning

- Creating fillable PDF copies of all applications for the website.
- Single-family permits remain strong, land use and counter calls have slowed down
- Final Plat of Pellerin Ridge issued

Building

- LSHS Phase II Gym and Locker Room Tenant Improvement application received
- Viet Thai Noodle House certificate of occupancy issued
- Demolition permit issued for LSPC internal demolition at 1825 S. Lake Stevens Road.
- Building permits under review for Costco Warehouse and Fueling Station.
- 235 building permit applications received to date

BLANKET VOUCHER APPROVAL
2020

Payroll Direct Deposits	3/10/2020	\$234,658.36
Payroll Checks	49918-49921	\$5,185.77
Electronic Funds Transfers	ACH	\$301,956.87
Claims	49922-50021	\$899,061.18
Void Checks	49818, 49834, 49843, 49867, 49869, 49885, 49887	(\$1,199.00)
Total Vouchers Approved:		\$1,439,663.18

This 24th day of March 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

Councilmember

Councilmember

Councilmember

Councilmember

Councilmember

Councilmember

March 24th, 2020



City Expenditures by Type on this voucher packet

Personnel Costs	\$	239,844	17%
Payroll Federal Taxes	\$	86,656	6%
Retirement Benefits - Employer	\$	59,332	4%
Medical Benefits - Employer	\$	143,787	10%
Other Employer paid Benefits	\$	4,080	0%
Employee paid benefits - By Payroll	\$	18,921	1%
Supplies	\$	44,792	3%
Professional Services	\$	187,503	13%
Capital **	\$	655,947	46%
Void Check	\$	(1,199)	-0.1%
Total	\$	1,439,663.18	100%

Large Purchases

** S Lake Stevens Rd Multi Use Path Project - \$535,530



Total for Period
\$1,201,018.05

Checks to be approved for period 03/05/2020 - 03/18/2020

Vendor: Ace Hardware
Check Number: 49933

Invoice No	Check Date	Account Number	Account Name	Description	Amount
65445	3/18/2020	410 016 531 10 31 02	SW-Operating Costs	Socket Set/Mouldable Adhesive	\$69.73
65462	3/18/2020	001 010 576 80 31 00	PK-Operating Costs	Dawn Soap	\$5.44
65463	3/18/2020	001 010 576 80 31 00	PK-Operating Costs	Sprayer	\$6.52
65468	3/18/2020	410 016 531 10 31 02	SW-Operating Costs	Auger Plastic/Flex Drain Perf/Coupler/Clamp Hose	\$33.53
65477	3/18/2020	101 016 544 90 31 02	ST-Operating Cost	Pocket Knife/Key	\$33.71
65510	3/18/2020	101 016 544 90 31 02	ST-Operating Cost	Fasteners	\$13.73
65512	3/18/2020	101 016 544 90 31 02	ST-Operating Cost	Fasteners	(\$13.73)
65513	3/18/2020	101 016 544 90 31 02	ST-Operating Cost	Fasteners	\$14.06
65517	3/18/2020	001 010 576 80 31 00	PK-Operating Costs	FlexSeal/Step Ladder	\$95.89
65532	3/18/2020	101 016 544 90 31 02	ST-Operating Cost	Film Poly	\$91.54
65540	3/18/2020	101 016 544 90 31 02	ST-Operating Cost	Inflator/Screw Dry/Indoor Mold/Mildew/Staples/Cable Ties	\$66.33
65595	3/18/2020	001 010 576 80 31 00	PK-Operating Costs	PVC Couples/Elbows/Adapter Terminal/Conduit	\$160.74
65607	3/18/2020	001 010 576 80 31 00	PK-Operating Costs	Hand Sanitizer/Mophead/Floor Squeegee	\$50.11
65609	3/18/2020	101 016 544 90 31 02	ST-Operating Cost	Posthole Digger	\$42.50
65611	3/18/2020	001 010 576 80 31 00	PK-Operating Costs	Loop Strap/Lacquer Thinner	\$37.40
65646	3/18/2020	001 013 518 20 31 00	GG-Operating Costs	Faucet/Plumbers Putty/Caulk - Butler House	\$68.09
65664	3/18/2020	001 010 576 80 31 00	PK-Operating Costs	Pipe S&D PVC	\$10.89
65665	3/18/2020	001 010 576 80 31 00	PK-Operating Costs	Highlighter	\$3.80
65668	3/18/2020	101 016 544 90 31 02	ST-Operating Cost	Utility Pull HD	\$95.68
65682	3/18/2020	101 016 544 90 31 02	ST-Operating Cost	Cm Socket	\$6.09
65761	3/18/2020	001 008 521 50 30 00	LE-Facilities Supplies	Disinfectant/Bleach/Sprayer	\$22.90
					\$914.95

Vendor: AFLAC
Check Number: 0

Invoice No	Check Date	Account Number	Account Name	Description	Amount
031020	3/12/2020	001 000 284 00 00 00	Payroll Liability Other	Employee paid Insurance Prem	\$1,248.72
					\$1,248.72

Vendor: Alpine Fire and Safety Systems Inc
Check Number: 49934

Invoice No	Check Date	Account Number	Account Name	Description	Amount
59762	3/18/2020	001 013 518 20 31 00	GG-Operating Costs	First Aid Supplies - City Hall	\$61.26
59764	3/18/2020	101 016 544 90 31 02	ST-Operating Cost	First Aid Supplies - City Shop	\$105.05
59764	3/18/2020	410 016 531 10 31 02	SW-Operating Costs	First Aid Supplies - City Shop	\$105.05
					\$271.36

Vendor: Amazon Capital Services
Check Number: 49935

Invoice No	Check Date	Account Number	Account Name	Description	Amount
1XGW-PRR1-HTRN	3/18/2020	001 008 521 20 31 00	LE-Office Supplies	Mounting Tap/Key Tags/Wire Surveillance Earpiece	\$355.83

1YPV-Y7MC-H7L6	3/18/2020	001 008 521 20 48 00	LE-Repair & Maintenance Equip	Respirator Masks	\$348.78
					\$704.61

Vendor: Amazon Capital Services

Check Number: 49936

Invoice No	Check Date	Account Number	Account Name	Description	Amount
17QO-RTMW-C33N	3/18/2020	001 006 518 80 31 00	IT-Office Supplies	Earbuds	\$35.94
1DKL-KTJT-M3XJ	3/18/2020	001 010 576 80 31 00	PK-Operating Costs	Solar Landscape Soptlights/Security Spotlight	\$48.10
1K6N-YL1Q-CP9V	3/18/2020	001 006 518 80 31 00	IT-Office Supplies	iPhone Case	\$23.12
1NKD-QLRD-31NV	3/18/2020	410 016 531 10 31 01	SW-Office Supplies	Large Mobile File Box/Laptop Shoulder Bag	\$59.52
					\$166.68

Vendor: Assoc of Washington Cities EFT

Check Number: 0

Invoice No	Check Date	Account Number	Account Name	Description	Amount
031020	3/12/2020	001 000 283 00 00 00	Payroll Liability Medical	Medical Insurance Premium	\$141,306.49
031020	3/12/2020	001 013 518 30 20 00	GG-Benefits	Medical Insurance Premium	(\$0.01)
031020T	3/12/2020	001 000 283 00 00 00	Payroll Liability Medical	Teamster Dental Premium	\$2,480.49
031020T	3/12/2020	001 010 576 80 20 00	PK-Benefits	Teamster Dental Premium	(\$0.74)
031020T	3/12/2020	001 013 518 30 20 00	GG-Benefits	Teamster Dental Premium	(\$0.43)
031020T	3/12/2020	101 016 542 30 20 00	ST-Benefits	Teamster Dental Premium	(\$1.26)
031020T	3/12/2020	410 016 531 10 20 00	SW-Benefits	Teamster Dental Premium	(\$1.26)
					\$143,783.28

Vendor: Barrett

Check Number: 49937

Invoice No	Check Date	Account Number	Account Name	Description	Amount
2121	3/18/2020	302 010 594 76 61 00	PM - Frontier Heights Capital	Debris Removal - Frontier Heights	\$1,443.75
					\$1,443.75

Vendor: Beazizo

Check Number: 49938

Invoice No	Check Date	Account Number	Account Name	Description	Amount
030920 BEAZIZO	3/18/2020	001 008 521 20 43 00	LE-Travel & Per Diem	Hotel Reimbursement - Blue Courage Inst/Pullman - Wells	\$105.41
					\$105.41

Vendor: Bickford Motors Inc

Check Number: 49939

Invoice No	Check Date	Account Number	Account Name	Description	Amount
1171910	3/18/2020	410 016 531 10 31 02	SW-Operating Costs	Step Assembly	\$370.60
					\$370.60

Vendor: Bickford Motors Inc

Check Number: 49940

Invoice No	Check Date	Account Number	Account Name	Description	Amount
STOCK NO19-1518	3/18/2020	530 016 594 48 60 00	Purchase Of Capital Equipment	2019 Ford F550 for PW	\$69,384.68
					\$69,384.68

Vendor: Business Card

Check Number: 49922

Invoice No	Check Date	Account Number	Account Name	Description	Amount
BARNES 0320	3/10/2020	001 008 521 40 49 01	LE-Registration Fees	Registration 2020 Traffic Safety Conference - Aukerman	\$129.47
BARNES 0320	3/10/2020	001 008 521 40 49 01	LE-Registration Fees	Registration 2020 Traffic Safety Conference - Barnes	\$129.47
BEAZIZO 0320	3/10/2020	001 008 521 20 43 01	LE-Business Meetings	PD Admin Retreat Meal	\$119.55
BEAZIZO 0320	3/10/2020	520 008 594 21 63 00	Capital Equipment	New Vehicle Registration Fee A-20-91	\$64.00

BEAZIZO 0320	3/10/2020	520 008 594 21 63 00	Capital Equipment	New Vehicle Registration Fee PT-20-89	\$64.00
BRAZEL 0320	3/10/2020	001 001 511 60 43 00	Legislative - Travel & Mtgs	Hotel - Council Retreat Semiahmoo	\$2,001.75
BRAZEL 0320	3/10/2020	001 001 511 60 49 02	Legislative - C.C.Retreat	Refreshments/Room Rental - Council Retreat Semiahmoo	\$3,596.68
BRAZEL 0320	3/10/2020	001 002 513 11 43 00	AD-Travel & Meetings	Meal - February 2020 MAG Meeting Snohomish	\$25.67
BRAZEL 0320	3/10/2020	001 002 513 11 43 00	AD-Travel & Meetings	Parking - Transportation Hearing Olympia	\$6.00
BRAZEL 0320	3/10/2020	001 002 513 11 49 00	AD-Staff Development	Registration - WOW Conference Kennewick - Brazel	\$350.00
BRAZEL 0320	3/10/2020	001 013 518 20 32 00	GG-Fuel	Fuel - Sewer Board Meeting PW41	\$54.38
BROOKS 0220	3/10/2020	001 008 521 20 49 00	LE-Dues & Memberships	FBI Leeda Membership - Brooks	\$50.00
BROOKS 0320	3/10/2020	001 008 521 20 31 01	LE-Fixed Minor Equipment	LED Red Dot Sight/Front Rear Tall Suppressor Set	\$630.87
BROOKS 0320	3/10/2020	111 008 521 20 31 01	Drug Seize - Canine Supplies	Canine Dog Food	\$53.94
DURPOS 0320	3/10/2020	001 010 576 80 49 01	PK-Staff Development	Registration - WRPA Spring 2020 CPSI Program - Young	\$585.00
DURPOS 0320	3/10/2020	101 016 543 30 43 00	ST-Travel & Meetings	Meal - Collective Bargaining	\$39.69
DURPOS 0320	3/10/2020	101 016 543 30 43 00	ST-Travel & Meetings	Meal - Collective Bargaining	\$45.00
DURPOS 0320	3/10/2020	410 016 531 10 31 01	SW-Office Supplies	Washington Standards Books	\$109.78
DURPOS 0320	3/10/2020	410 016 531 10 31 02	SW-Operating Costs	Car Wash	\$12.00
DURPOS 0320	3/10/2020	410 016 531 10 31 02	SW-Operating Costs	Concrete Vaults	\$480.40
DURPOS 0320	3/10/2020	410 016 531 10 43 00	SW-Travel & Meetings	Meal - Collective Bargaining	\$39.69
DURPOS 0320	3/10/2020	410 016 531 10 43 00	SW-Travel & Meetings	Meal - Collective Bargaining	\$45.00
DURPOS 0320	3/10/2020	410 016 531 10 49 01	SW-Staff Development	Registration - Certified Stormwater Training - J Stevens	\$824.00
DURPOS 0320	3/10/2020	410 016 531 10 49 01	SW-Staff Development	Registration - FAA Test Fee - Mangold	\$160.00
DURPOS 0320	3/10/2020	410 016 531 10 49 01	SW-Staff Development	Registration - WOW Conference Kennewick - Durpos	\$350.00
DYER 0320	3/10/2020	001 008 521 20 43 01	LE-Business Meetings	Coffee with the Chiefs - Dyer	\$4.85
GOOD 0320	3/10/2020	001 005 518 10 31 01	HR-Operating Cost	Postage - Affordable Care Act 2020 Filing to IRS	\$10.90
GOOD 0320	3/10/2020	001 005 518 10 49 01	HR-Staff Development	Registration - WAPELRA Spring Conference - Good	\$75.00
GOOD 0320	3/10/2020	001 005 518 10 49 01	HR-Staff Development	Registration - WAPELRA Spring Conference - Good Credit	(\$75.00)
GOOD 0320	3/10/2020	410 016 531 10 41 01	SW-Professional Services	Job Posting Surface Water Managment Coordinator	\$185.00
MINER 0320	3/10/2020	001 008 521 20 43 00	LE-Travel & Per Diem	Parking Fee - Wachveitl Seattle	\$2.00
PUGH 0320	3/10/2020	001 001 511 60 31 00	Legislative - Operating Costs	Water for Council Meetings	\$4.13
PUGH 0320	3/10/2020	001 001 511 60 43 00	Legislative - Travel & Mtgs	Refreshments - Boards/Commissions Training	\$235.39
PUGH 0320	3/10/2020	001 001 511 60 43 00	Legislative - Travel & Mtgs	Water/Napkins/Cookies - Boards/Commission Training	\$25.50
PUGH 0320	3/10/2020	001 003 514 20 49 02	CC-Staff Development	Registration - CAEC Pro Workshop - Crim	\$20.00
PUGH 0320	3/10/2020	001 003 514 20 49 02	CC-Staff Development	Registration - PRA Basics and More Mt Vernon - Crim	\$125.00
STEVENS B 0320	3/10/2020	001 013 518 20 49 00	GG-Miscellaneous	Costco Membership	\$120.00
STEVENS T 0320	3/10/2020	001 006 518 80 43 00	IT-Travel & Meetings	Hotel - 2020 LF Empower Conf Long Beach CA - Welaye	\$867.16
STEVENS T 0320	3/10/2020	001 008 521 20 41 00	LE-Professional Services	AssetTiger Annual Subscription Points - Credit	(\$25.00)
STEVENS T 0320	3/10/2020	001 008 521 20 41 01	LE-Professional Serv-Fixed	DUO MFA Annual	\$127.10
STEVENS T 0320	3/10/2020	001 013 518 20 41 00	GG-Professional Service	AssetTiger Annual Subscription Points - Credit	(\$25.00)
STEVENS T 0320	3/10/2020	101 016 542 30 41 02	ST-Professional Service	AssetTiger Annual Subscription Points - Credit	(\$25.00)
STEVENS T 0320	3/10/2020	410 016 531 10 31 00	SW-Clothing	PW Jackets	\$26.16
STEVENS T 0320	3/10/2020	410 016 531 10 41 01	SW-Professional Services	AssetTiger Annual Subscription Points - Credit	(\$25.00)
THOMAS 0320	3/10/2020	001 008 521 20 41 01	LE-Professional Serv-Fixed	Meal for Detectives Search Warrant	\$36.81
THOMAS 0320	3/10/2020	001 008 521 20 43 01	LE-Business Meetings	Meal for Trainers and Explorers	\$64.00
UBERT 0320	3/10/2020	001 008 521 20 41 01	LE-Professional Serv-Fixed	Survey Monkey Annual Renewal	\$418.56
UBERT 0320	3/10/2020	001 008 521 20 49 00	LE-Dues & Memberships	FBI-Leeda Membership - Ubert	\$50.00
UBERT 0320	3/10/2020	001 008 521 40 49 01	LE-Registration Fees	Registration - Cert Course - Safe Kids - Cooper	\$95.00
UBERT 0320	3/10/2020	001 008 521 40 49 01	LE-Registration Fees	Registration - Front Desk Crisis Communication - Cooper	\$67.00
WARRINGTON 0320	3/10/2020	001 005 518 10 49 01	HR-Staff Development	Registration - WAPELRA Spring Training - Warrington	\$75.00
WRIGHT 0320	3/10/2020	001 007 558 50 31 02	PL-Permit Related Op. Costs	Postcard Mailers Gold Creek Church SEPA	\$25.19

WRIGHT 0320	3/10/2020	001 007 558 50 31 02	PL-Permit Related Op. Costs	Postcard Mailers Huesers SEPA	\$13.64
WRIGHT 0320	3/10/2020	001 007 558 50 31 02	PL-Permit Related Op. Costs	Postcard Mailers LUA2020-0018 Goettler SP	\$41.34
WRIGHT 0320	3/10/2020	001 007 558 50 31 02	PL-Permit Related Op. Costs	Postcard Mailers LUA2020-0018 NOA	\$41.34
WRIGHT 0320	3/10/2020	001 007 558 50 31 02	PL-Permit Related Op. Costs	Postcard Mailers LUS2020-0005 NOA DR	\$12.35
WRIGHT 0320	3/10/2020	001 007 558 50 31 02	PL-Permit Related Op. Costs	Postcard Mailers Pellerin I Final	\$38.34
WRIGHT 0320	3/10/2020	001 007 558 50 31 02	PL-Permit Related Op. Costs	Postcard Mailers PUD Well Shoreline	\$20.75
WRIGHT 0320	3/10/2020	001 007 558 50 31 02	PL-Permit Related Op. Costs	Sign Boards for Permit Posting	\$418.62
WRIGHT 0320	3/10/2020	001 007 558 50 32 00	PL-Fuel	Fuel	\$42.52
WRIGHT 0320	3/10/2020	001 007 558 50 41 03	PL-Advertising	Postcard Mailers BAT Lane	\$231.29
WRIGHT 0320	3/10/2020	001 007 558 50 41 03	PL-Advertising	Postcard Mailers Callow Drainage	\$12.42
WRIGHT 0320	3/10/2020	001 007 558 50 43 00	PL-Travel & Mtgs	Parking Fees Olympia - Meeting with Legislators	\$6.84
WRIGHT 0320	3/10/2020	001 007 558 50 49 01	PL-Staff Development	Registration - 2020 WABO Annual Education Institute	\$1,000.00
WRIGHT 0320	3/10/2020	001 007 559 30 49 01	PB-Staff Development	2020 WABO Membership - R Mumma	\$95.00
					\$14,425.54

Vendor: Business Card

Check Number: 49941

Invoice No	Check Date	Account Number	Account Name	Description	Amount
DREHER 0320	3/18/2020	001 008 521 20 31 01	LE-Fixed Minor Equipment	Refund - Emergency Backpack	(\$56.65)
DREHER 0320	3/18/2020	001 008 521 20 42 00	LE-Communication	Postage to Return Emergency Backpacks	\$12.90
DREHER 0320	3/18/2020	001 008 521 20 43 01	LE-Business Meetings	Kind Bars/Trail Mix - PD Business Meeting	\$52.27
DREHER 0320	3/18/2020	001 008 521 20 43 01	LE-Business Meetings	Meal - Awards Banquet	\$378.78
DREHER 0320	3/18/2020	001 008 521 20 43 01	LE-Business Meetings	Refreshments for Sgt Promot Exam	\$19.57
DREHER 0320	3/18/2020	001 008 521 20 48 00	LE-Repair & Maintenance Equip	Precision Screwdrivers/Repair Kit	\$6.53
DREHER 0320	3/18/2020	001 008 521 40 49 01	LE-Registration Fees	Registration - WA Safety Summit - Aukerman	\$100.00
DREHER 0320	3/18/2020	001 008 521 40 49 01	LE-Registration Fees	Registration - WA Safety Summit - Cooper	\$100.00
DREHER 0320	3/18/2020	001 008 521 40 49 01	LE-Registration Fees	Registration - WA Safety Summit - Irwin	\$100.00
DREHER 0320	3/18/2020	111 008 521 20 31 01	Drug Seize - Canine Supplies	Kit - SM Mag Stash Box	\$87.19
ESHLEMAN 0220	3/18/2020	001 010 576 80 32 00	PK-Fuel Costs	Ethanol Fuel	\$86.23
ESHLEMAN 0220	3/18/2020	001 013 518 20 48 00	GG-Repair & Maintenance	L&I Electrical Permit - Grimm House	\$46.80
ESHLEMAN 0220	3/18/2020	001 013 518 20 48 00	GG-Repair & Maintenance	L&I Electrical Permit - Grimm House	\$101.60
ESHLEMAN 0220	3/18/2020	101 016 542 30 32 00	ST-Fuel	Ethanol Fuel	\$86.23
ESHLEMAN 0220	3/18/2020	101 016 543 30 43 00	ST-Travel & Meetings	Meal - Collective Bargaining	\$16.96
ESHLEMAN 0220	3/18/2020	410 016 531 10 32 00	SW-Fuel	Ethanol Fuel	\$19.95
ESHLEMAN 0220	3/18/2020	410 016 531 10 32 00	SW-Fuel	Ethanol Fuel	\$86.22
ESHLEMAN 0220	3/18/2020	410 016 531 10 43 00	SW-Travel & Meetings	Meal - Collective Bargaining	\$16.96
ESHLEMAN 0320	3/18/2020	001 010 576 80 31 00	PK-Operating Costs	Snohomish Co-Op Membership	\$33.34
ESHLEMAN 0320	3/18/2020	101 016 542 30 49 00	ST-Miscellaneous	CC Finance Charge/Late Fee - Eshleman	\$26.70
ESHLEMAN 0320	3/18/2020	101 016 542 70 31 01	ST Beautification Street Signs	Ledge Stone/Mortar	\$454.25
ESHLEMAN 0320	3/18/2020	101 016 544 90 31 02	ST-Operating Cost	Snohomish Co-Op Membership	\$33.33
ESHLEMAN 0320	3/18/2020	410 016 531 10 31 02	SW-Operating Costs	Snohomish Co-Op Membership	\$33.33
ESHLEMAN 0320	3/18/2020	410 016 531 10 49 00	SW-Miscellaneous	CC Finance Charge/Late Fee - Eshleman	\$26.69
SUMMERS 0320	3/18/2020	001 008 521 20 31 01	LE-Fixed Minor Equipment	Drone Registration	\$5.00
SUMMERS 0320	3/18/2020	001 008 521 20 43 01	LE-Business Meetings	Meal LSPD Lateral Board	\$45.60
					\$1,919.78

Vendor: Cadman Inc
Check Number: 49942

Invoice No	Check Date	Account Number	Account Name	Description	Amount
5673256	3/18/2020	410 016 531 10 31 02	SW-Operating Costs	Street Sweepings Disposal	\$3,477.06
					\$3,477.06

Vendor: Central Welding Supply Co Inc
Check Number: 49943

Invoice No	Check Date	Account Number	Account Name	Description	Amount
RN02200990	3/18/2020	410 016 531 10 31 02	SW-Operating Costs	Argon Gas	\$19.49
					\$19.49

Vendor: City of Everett
Check Number: 49944

Invoice No	Check Date	Account Number	Account Name	Description	Amount
I20001100	3/18/2020	410 016 531 10 31 02	SW-Operating Costs	Fecal Coliform Analysis	\$270.00
					\$270.00

Vendor: City of Marysville
Check Number: 49945

Invoice No	Check Date	Account Number	Account Name	Description	Amount
20-003	3/18/2020	001 013 512 50 41 00	GG-Municipal Court Fees	Marysville Court Citations Feb 2020	\$13,042.39
POLIN 20-0005	3/18/2020	001 008 523 60 41 00	LE-Jail	Prisoner Housing SCORE Jan 2020	\$1,322.66
POLIN 20-0006	3/18/2020	001 008 523 60 41 00	LE-Jail	Prisoner Housing Marysville Jan 2020	\$8,670.91
POLIN 20-0006	3/18/2020	001 013 512 50 41 00	GG-Municipal Court Fees	Prisoner Housing Marysville Muni Court Video Jan 2020	\$812.00
					\$23,847.96

Vendor: Coast Gateway LLC
Check Number: 49946

Invoice No	Check Date	Account Number	Account Name	Description	Amount
566474	3/18/2020	001 008 521 20 43 00	LE-Travel & Per Diem	Hotel - Pre Supervisors/Burien - Bryant	\$510.20
					\$510.20

Vendor: Code Publishing Co Inc
Check Number: 49947

Invoice No	Check Date	Account Number	Account Name	Description	Amount
66233	3/18/2020	001 003 514 20 41 00	CC-Professional Services	Muni Code Update Ordinances 1069/1079	\$760.17
					\$760.17

Vendor: Comcast
Check Number: 49948

Invoice No	Check Date	Account Number	Account Name	Description	Amount
0220 COMCAST	3/18/2020	001 008 521 20 42 00	LE-Communication	Internet Services - Market Place	\$106.19
0220 COMCAST	3/18/2020	001 008 521 20 42 00	LE-Communication	Internet Services - N Lakeshore Dr	\$146.19
0220 COMCAST	3/18/2020	001 010 576 80 42 00	PK-Communication	Internet Services - Parks/Rec Office	\$136.19
0220 COMCAST	3/18/2020	101 016 542 64 47 00	ST-Traffic Control -Utility	Traffic Signal Control	\$155.01
					\$543.58

Vendor: Comdata Inc
Check Number: 49949

Invoice No	Check Date	Account Number	Account Name	Description	Amount
20332165	3/18/2020	001 007 559 30 32 00	PB-Fuel	Building Fuel	\$216.83
20332165	3/18/2020	001 010 576 80 32 00	PK-Fuel Costs	PW Fuel	\$1,891.08
20332165	3/18/2020	101 016 542 30 32 00	ST-Fuel	PW Fuel	\$1,912.38

20332165	3/18/2020	410 016 531 10 32 00	SW-Fuel	PW Fuel	\$1,912.38
					\$5,932.67

Vendor: Cory De Jong and Sons Inc
Check Number: 49950

Invoice No	Check Date	Account Number	Account Name	Description	Amount
B286959	3/18/2020	001 010 576 80 31 00	PK-Operating Costs	All Purpose Soil	\$77.66
B287304	3/18/2020	001 010 576 80 31 00	PK-Operating Costs	All Purpose Soil	\$77.66
B287310	3/18/2020	001 010 576 80 31 00	PK-Operating Costs	All Purpose Soil	\$51.78
					\$207.10

Vendor: Crim
Check Number: 49951

Invoice No	Check Date	Account Number	Account Name	Description	Amount
021020 CRIM 2	3/18/2020	001 003 514 20 43 00	CC-Travel & Meetings	Reimburse Baggage Fee LF Empower Conf Long Beach CA	\$15.00
021020 CRIM 2	3/18/2020	001 004 514 23 43 00	FI-Travel & Meetings	Reimburse Baggage Fee LF Empower Conf Long Beach CA	\$15.00
022720 CRIM 2	3/18/2020	001 003 514 20 43 00	CC-Travel & Meetings	Reimburse Parking Fee - CAEC Pro Workshop Class	\$10.00
					\$40.00

Vendor: Crystal Springs
Check Number: 49952

Invoice No	Check Date	Account Number	Account Name	Description	Amount
16015194 022920	3/18/2020	001 008 521 50 30 00	LE-Facilities Supplies	Bottled Water - Police Department	\$114.88
					\$114.88

Vendor: Dept of Retirement (Deferred Comp)
Check Number: 0

Invoice No	Check Date	Account Number	Account Name	Description	Amount
031020	3/12/2020	001 000 282 00 00 00	Payroll Liability Retirement	Employee Portion-State Deferre	\$2,490.00
					\$2,490.00

Vendor: Dept of Retirement PERS LEOFF
Check Number: 0

Invoice No	Check Date	Account Number	Account Name	Description	Amount
031020	3/12/2020	001 000 282 00 00 00	Payroll Liability Retirement	PERS LEOFF Contributions	\$59,124.67
031020S	3/12/2020	001 000 282 00 00 00	Payroll Liability Retirement	PERS LEOFF Contributions-State	\$207.28
					\$59,331.95

Vendor: Dicks Towing Inc
Check Number: 49953

Invoice No	Check Date	Account Number	Account Name	Description	Amount
195789	3/18/2020	001 008 521 20 41 00	LE-Professional Services	Evidence Towing 2020-04020	\$126.27
					\$126.27

Vendor: E&E Lumber Inc
Check Number: 49954

Invoice No	Check Date	Account Number	Account Name	Description	Amount
162628	3/18/2020	410 016 531 10 31 02	SW-Operating Costs	Stakes	\$38.20
					\$38.20

Vendor: EFTPS
Check Number: 0

Invoice No	Check Date	Account Number	Account Name	Description	Amount
031020	3/12/2020	001 000 281 00 00 00	Payroll Liability Taxes	Federal Payroll Taxes	\$86,656.01
					\$86,656.01

Vendor: Electronic Business Machines

Check Number: 49955

Invoice No	Check Date	Account Number	Account Name	Description	Amount
AR159306	3/18/2020	001 007 558 50 48 00	PL-Repairs & Maint.	Copier Repair & Maintenance PL	\$93.63
AR159306	3/18/2020	001 007 559 30 48 00	PB-Repair & Maintenance	Copier Repair & Maintenance PB	\$93.63
AR159306	3/18/2020	101 016 542 30 48 00	ST-Repair & Maintenance	Copier Repair & Maintenance PW	\$93.62
AR159306	3/18/2020	410 016 531 10 48 00	SW-Repairs & Maintenance	Copier Repair & Maintenance PW	\$93.63
AR159589	3/18/2020	001 008 521 20 48 00	LE-Repair & Maintenance Equip	Copier Repair & Maintenance PD	\$137.34
					\$511.85

Vendor: Elite Securities Inc

Check Number: 49956

Invoice No	Check Date	Account Number	Account Name	Description	Amount
37677	3/18/2020	001 013 518 20 48 00	GG-Repair & Maintenance	Master Keys for Police Station	\$23.50
					\$23.50

Vendor: Environmental Science Associates

Check Number: 49957

Invoice No	Check Date	Account Number	Account Name	Description	Amount
153092	3/18/2020	301 016 595 30 60 03	17005- 24th St & 91st Ext	SR9 & 24th St Roundabout Professional Services	\$4,987.50
					\$4,987.50

Vendor: Everett Steel Inc

Check Number: 49958

Invoice No	Check Date	Account Number	Account Name	Description	Amount
288660	3/18/2020	101 016 542 70 31 01	ST Beautification Street Signs	Steel Pipe	\$1,905.47
288661	3/18/2020	410 016 531 10 31 02	SW-Operating Costs	Steel Tubes	\$329.40
					\$2,234.87

Vendor: FBI - LEEDA

Check Number: 49959

Invoice No	Check Date	Account Number	Account Name	Description	Amount
200038171	3/18/2020	001 008 521 40 49 01	LE-Registration Fees	Registration - Distance Learning Ethics - Summers	\$350.00
200041949	3/18/2020	001 008 521 40 49 01	LE-Registration Fees	Registration - Distance Learning Ethics - Miner	\$350.00
					\$700.00

Vendor: Feldman and Lee

Check Number: 49960

Invoice No	Check Date	Account Number	Account Name	Description	Amount
020120 FELDMAN	3/18/2020	001 011 515 91 41 00	LG-General Public Defender	Public Defender Services Feb 2020	\$10,000.00
					\$10,000.00

Vendor: Foster

Check Number: 49961

Invoice No	Check Date	Account Number	Account Name	Description	Amount
41787	3/18/2020	001 008 521 20 31 00	LE-Office Supplies	Security Camera Window Decals	\$69.37
					\$69.37

Vendor: Frontier

Check Number: 49962

Invoice No	Check Date	Account Number	Account Name	Description	Amount
0320 FRONTIER	3/18/2020	001 012 575 30 42 00	CS - Museum - Communications	Telephone Services Museum	\$215.36
0320 FRONTIER	3/18/2020	001 013 518 20 42 00	GG-Communication	Fax Services City Hall	\$31.04
0320 FRONTIER	3/18/2020	101 016 542 64 47 00	ST-Traffic Control -Utility	Traffic Control Modem	\$64.14
0320 FRONTIER	3/18/2020	101 016 543 30 42 00	ST-Communications	Fax Services City Hall	\$31.04

0320 FRONTIER	3/18/2020	410 016 531 10 42 00	SW-Communications	Fax Services City Hall	\$31.04
					\$372.62

Vendor: Gailey
Check Number: 49963

Invoice No	Check Date	Account Number	Account Name	Description	Amount
030320 GAILLEY 2	3/18/2020	001 001 513 10 43 00	Executive - Travel & Mtgs	Flight/Hotel/Lyft - US2 Corridor Meetings/Washington DC - Gailey	\$1,826.77
					\$1,826.77

Vendor: Gardner
Check Number: 49964

Invoice No	Check Date	Account Number	Account Name	Description	Amount
756	3/18/2020	520 008 594 21 63 00	Capital Equipment	Install Police Equipment in PT-20-89	\$1,953.00
					\$1,953.00

Vendor: Gordon Truck Centers Inc
Check Number: 49965

Invoice No	Check Date	Account Number	Account Name	Description	Amount
PC302089292-01	3/18/2020	410 016 531 10 31 02	SW-Operating Costs	Hose Clamp/Elbow	\$43.61
					\$43.61

Vendor: Grainger
Check Number: 49966

Invoice No	Check Date	Account Number	Account Name	Description	Amount
9459798923	3/18/2020	410 016 531 10 31 02	SW-Operating Costs	Super-Side Box	\$1,018.85
9463871468	3/18/2020	410 016 531 10 31 02	SW-Operating Costs	Soap Dispenser	\$142.66
9464997684	3/18/2020	001 010 576 80 31 00	PK-Operating Costs	Liquid Detergent	\$21.19
9464997684	3/18/2020	101 016 544 90 31 02	ST-Operating Cost	Liquid Detergent	\$21.20
9464997684	3/18/2020	410 016 531 10 31 02	SW-Operating Costs	Liquid Detergent	\$21.20
					\$1,225.10

Vendor: Grange Supply Inc
Check Number: 49967

Invoice No	Check Date	Account Number	Account Name	Description	Amount
619618/4	3/18/2020	101 016 544 90 31 02	ST-Operating Cost	Propane	\$22.28
619627/4	3/18/2020	410 016 531 10 31 02	SW-Operating Costs	Straw Bales	\$155.75
					\$178.03

Vendor: Granite Construction Supply
Check Number: 49968

Invoice No	Check Date	Account Number	Account Name	Description	Amount
262_00080146	3/18/2020	410 016 531 10 31 00	SW-Clothing	Surveyors Vest	\$65.83
					\$65.83

Vendor: Green Dot Concrete LLC
Check Number: 49969

Invoice No	Check Date	Account Number	Account Name	Description	Amount
3787	3/18/2020	410 016 531 10 31 02	SW-Operating Costs	Concrete	\$294.30
					\$294.30

Vendor: HB Jaeger Co LLC
Check Number: 49970

Invoice No	Check Date	Account Number	Account Name	Description	Amount
U2016009362	3/18/2020	001 010 576 80 31 00	PK-Operating Costs	Brass Parts/Nipples/Pipes	\$1,585.95
U2016009669	3/18/2020	001 010 576 80 31 00	PK-Operating Costs	Pipe/Coupling/Reducer/Clean Out Adapter/Plug	\$566.76
					\$2,152.71

Vendor: Honey Bucket
Check Number: 49971

Invoice No	Check Date	Account Number	Account Name	Description	Amount
0551438948	3/18/2020	001 010 576 80 45 00	PK-Equipment Rental	Honey Bucket Rental - Swim Beach	\$409.92
					\$409.92

Vendor: HRA VEBA Trust YA20192
Check Number: 49925

Invoice No	Check Date	Account Number	Account Name	Description	Amount
031020	3/12/2020	001 000 283 00 00 00	Payroll Liability Medical	Employee VEBA Contributions	\$1,858.10
					\$1,858.10

Vendor: HSA Bank
Check Number: 49926

Invoice No	Check Date	Account Number	Account Name	Description	Amount
031020	3/12/2020	001 000 284 00 00 00	Payroll Liability Other	Health Savings Account Employee Contributions	\$456.24
					\$456.24

Vendor: HW Lochner Inc
Check Number: 49972

Invoice No	Check Date	Account Number	Account Name	Description	Amount
25	3/18/2020	301 016 544 40 41 02	17005 - 24th & 91st Ext Design	24th Street SE Extension Consulting	\$26,697.45
					\$26,697.45

Vendor: Industrial Bolt & Supply Inc
Check Number: 49973

Invoice No	Check Date	Account Number	Account Name	Description	Amount
724167-1	3/18/2020	001 010 576 80 31 00	PK-Operating Costs	Gloves	\$167.33
724167-1	3/18/2020	101 016 544 90 31 02	ST-Operating Cost	Gloves	\$167.32
					\$334.65

Vendor: J Thayer Company Inc
Check Number: 49974

Invoice No	Check Date	Account Number	Account Name	Description	Amount
1438263-0	3/18/2020	001 010 576 80 31 00	PK-Operating Costs	Soap/Toilet Paper	\$244.18
1438263-0	3/18/2020	101 016 544 90 31 02	ST-Operating Cost	Soap/Toilet Paper	\$244.17
1438263-0	3/18/2020	410 016 531 10 31 02	SW-Operating Costs	Soap/Toilet Paper	\$244.17
1438289-0	3/18/2020	410 016 531 10 31 01	SW-Office Supplies	Cub Part Hanger	\$21.40
1438447-0	3/18/2020	001 007 559 30 31 00	PB-Office Supplies	Post It Notes/Cleaner	\$12.80
1438447-0	3/18/2020	001 013 518 20 31 00	GG-Operating Costs	Paper/Pens	\$48.68
1438447-0	3/18/2020	101 016 544 90 31 01	ST-Office Supplies	Card File/Wall Clock	\$13.59
1438447-0	3/18/2020	410 016 531 10 31 01	SW-Office Supplies	Card File/Wall Clock	\$13.60
1439130-0	3/18/2020	001 007 558 50 31 00	PL-Office Supplies	Labels	\$22.96
1439130-0	3/18/2020	001 007 559 30 31 00	PB-Office Supplies	Paper	\$63.17
1439130-0	3/18/2020	001 013 518 20 31 00	GG-Operating Costs	Hand Sanitizer	\$153.22
1439130-0	3/18/2020	101 016 544 90 31 01	ST-Office Supplies	Folders	\$17.15
1439130-0	3/18/2020	410 016 531 10 31 01	SW-Office Supplies	Folders	\$17.14
1439130-1	3/18/2020	001 013 518 20 31 00	GG-Operating Costs	Soap Dispenser	\$86.52
1439367-0	3/18/2020	001 008 521 20 31 00	LE-Office Supplies	Perm Markers/Toner/Stamp Pad/Pens	\$207.18
1439374-0	3/18/2020	001 013 518 20 31 00	GG-Operating Costs	Cleaner/Seat Covers/Paper Towels/Toilet Paper	\$343.13
1440081-0	3/18/2020	001 013 518 20 31 00	GG-Operating Costs	Disinfecting Wipes	\$59.90
1440442-0	3/18/2020	001 013 518 20 31 00	GG-Operating Costs	Trash Bags	\$109.51
					\$1,922.47

Vendor: Lake Industries LLC
Check Number: 49975

Invoice No	Check Date	Account Number	Account Name	Description	Amount
283304	3/18/2020	001 010 576 80 31 00	PK-Operating Costs	Rock Picked Up	\$34.88
283364	3/18/2020	001 010 576 80 31 00	PK-Operating Costs	Rock	\$64.53
283381	3/18/2020	001 010 576 80 31 00	PK-Operating Costs	Crushed Rock	\$60.06
38046	3/18/2020	302 010 594 76 61 00	PM - Frontier Heights Capital	Asphalt Hauled In - Frontier Heights	\$176.00
38053	3/18/2020	302 010 594 76 61 00	PM - Frontier Heights Capital	Asphalt Hauled In - Frontier Heights	\$1,152.00
38060	3/18/2020	302 010 594 76 61 00	PM - Frontier Heights Capital	Asphalt Hauled In - Frontier Heights	\$320.00
38064	3/18/2020	302 010 594 76 61 00	PM - Frontier Heights Capital	Asphalt Hauled In - Frontier Heights	\$240.00
38073	3/18/2020	302 010 594 76 61 00	PM - Frontier Heights Capital	Concrete - Frontier Heights	\$360.00
38075	3/18/2020	001 010 576 80 31 00	PK-Operating Costs	Fill Hauled In	\$25.00
38087	3/18/2020	302 010 594 76 61 00	PM - Frontier Heights Capital	Asphalt Hauled In - Frontier Heights	\$160.00
					\$2,592.47

Vendor: Lake Stevens Police Guild
Check Number: 49927

Invoice No	Check Date	Account Number	Account Name	Description	Amount
031020	3/12/2020	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: 49976

Invoice No	Check Date	Account Number	Account Name	Description	Amount
030120 LSSD	3/18/2020	001 008 521 50 47 00	LE-Facility Utilities	Sewer - N Lakeshore Dr Acct 6666-01	\$86.00
030120 LSSD	3/18/2020	001 008 521 50 47 00	LE-Facility Utilities	Sewer - New Police Station Acct 6296-03	\$172.00
030120 LSSD	3/18/2020	001 008 521 50 47 00	LE-Facility Utilities	Sewer - New Police Training Rm Acct 8710-03	\$86.00
030120 LSSD	3/18/2020	001 008 521 50 47 00	LE-Facility Utilities	Sewer - Police Station Acct 9902-01	\$86.00
030120 LSSD	3/18/2020	001 010 576 80 47 00	PK-Utilities	Sewer - Boat Launch Restrooms Acct 12326-01	\$87.00
030120 LSSD	3/18/2020	001 010 576 80 47 00	PK-Utilities	Sewer - Davies Beach Acct 3628-01	\$96.15
030120 LSSD	3/18/2020	001 010 576 80 47 00	PK-Utilities	Sewer - Lundeen Park Acct 2538-02	\$172.00
030120 LSSD	3/18/2020	001 012 572 20 47 00	CS - Library-Utilities	Sewer - Library Acct 6664-01	\$86.00
030120 LSSD	3/18/2020	001 013 518 20 47 00	GG-Utilities	Sewer - City Hall Acct 6671-01	\$86.00
030120 LSSD	3/18/2020	001 013 518 20 47 00	GG-Utilities	Sewer - Vacant Houses 20th St SE Acct 3134-03	\$86.00
030120 LSSD	3/18/2020	001 013 518 20 47 02	GG-Utilities for Rentals	Sewer - Butler Property Acct 6670-02	\$86.00
030120 LSSD	3/18/2020	001 013 518 20 47 02	GG-Utilities for Rentals	Sewer - New Leased Comm Building Acct 6390-03	\$683.47
					\$1,812.62

Vendor: LeadsOnline LLC
Check Number: 49977

Invoice No	Check Date	Account Number	Account Name	Description	Amount
254782	3/18/2020	001 008 521 20 41 01	LE-Professional Serv-Fixed	LeadsOnline Select Search Investigation System	\$1,908.00
					\$1,908.00

Vendor: Lemay Mobile Shredding Inc
Check Number: 49978

Invoice No	Check Date	Account Number	Account Name	Description	Amount
4650124	3/18/2020	001 008 521 20 41 01	LE-Professional Serv-Fixed	Shredding Services PD	\$29.59
4650125	3/18/2020	001 013 518 20 41 00	GG-Professional Service	Shredding Services CH	\$12.33
					\$41.92

Vendor: LN Curtis & Sons
Check Number: 49979

Invoice No	Check Date	Account Number	Account Name	Description	Amount
INV365081	3/18/2020	001 008 521 20 31 01	LE-Fixed Minor Equipment	U Nik Test Kits	\$113.14
INV366222	3/18/2020	001 008 521 20 31 01	LE-Fixed Minor Equipment	Anniversary Pins	\$441.79
					\$554.93

Vendor: Lowes Companies
Check Number: 49980

Invoice No	Check Date	Account Number	Account Name	Description	Amount
961784	3/18/2020	101 016 544 90 31 02	ST-Operating Cost	Gray Swl Caster	\$59.56
					\$59.56

Vendor: Menke Jackson Beyer LLP
Check Number: 49981

Invoice No	Check Date	Account Number	Account Name	Description	Amount
022920 MENKE	3/18/2020	001 003 514 20 41 00	CC-Professional Services	Presenter Services for Boards/Commissions Training	\$2,051.09
					\$2,051.09

Vendor: Method Barricade & Construction Supply LLC
Check Number: 49982

Invoice No	Check Date	Account Number	Account Name	Description	Amount
12691	3/18/2020	101 016 542 64 31 00	ST-Traffic Control - Supply	Galvanized Anchors/Street Sign	\$1,956.55
12718	3/18/2020	101 016 542 64 31 00	ST-Traffic Control - Supply	Street Sign - No Vehicle Over 8000lbs	\$26.71
12740	3/18/2020	101 016 542 64 31 00	ST-Traffic Control - Supply	Left Corner Arrow Sign	\$52.87
12753	3/18/2020	101 016 542 64 31 00	ST-Traffic Control - Supply	Sign Brackets	\$315.01
					\$2,351.14

Vendor: Monroe Correctional Complex
Check Number: 49983

Invoice No	Check Date	Account Number	Account Name	Description	Amount
MCC2020-1174	3/18/2020	001 010 576 80 48 00	PK-Repair & Maintenance	DOC Work Crew - Feb 2020	\$312.73
MCC2020-1174	3/18/2020	101 016 542 30 48 00	ST-Repair & Maintenance	DOC Work Crew - Feb 2020	\$312.73
					\$625.46

Vendor: Motorola Solutions Inc
Check Number: 49984

Invoice No	Check Date	Account Number	Account Name	Description	Amount
16095317	3/18/2020	001 008 521 20 31 01	LE-Fixed Minor Equipment	PD Radio Batteries	\$697.03
					\$697.03

Vendor: Mutual Materials Company
Check Number: 49985

Invoice No	Check Date	Account Number	Account Name	Description	Amount
2171641	3/18/2020	101 016 542 70 31 01	ST Beautification Street Signs	Ledge Stone/Lath Metal/Mortar	\$351.22
					\$351.22

Vendor: Nationwide Retirement Solution
Check Number: 0

Invoice No	Check Date	Account Number	Account Name	Description	Amount
031020	3/12/2020	001 000 282 00 00 00	Payroll Liability Retirement	Employee Portion-Nationwide	\$4,420.00
					\$4,420.00

Vendor: Nelson Distributing Inc
Check Number: 49986

Invoice No	Check Date	Account Number	Account Name	Description	Amount
0725062-IN	3/18/2020	001 010 576 80 32 00	PK-Fuel Costs	Fuel	\$3,656.70
0725062-IN	3/18/2020	101 016 542 30 32 00	ST-Fuel	Fuel	\$3,656.70
0725062-IN	3/18/2020	410 016 531 10 32 00	SW-Fuel	Fuel	\$3,656.69
					\$10,970.09

Vendor: New York Life
Check Number: 49928

Invoice No	Check Date	Account Number	Account Name	Description	Amount
031020	3/12/2020	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
FEB2020	3/12/2020	001 002 513 11 20 00	AD-Benefits	Life/Disability Ins Premiums	\$52.99
FEB2020	3/12/2020	001 003 514 20 20 00	CC-Benefits	Life/Disability Ins Premiums	\$45.61
FEB2020	3/12/2020	001 004 514 23 20 00	FI-Benefits	Life/Disability Ins Premiums	\$158.59
FEB2020	3/12/2020	001 005 518 10 20 00	HR-Benefits	Life/Disability Ins Premiums	\$36.54
FEB2020	3/12/2020	001 006 518 80 20 00	IT-Benefits	Life/Disability Ins Premiums	\$124.51
FEB2020	3/12/2020	001 007 558 50 20 00	PL-Benefits	Life/Disability Ins Premiums	\$264.78
FEB2020	3/12/2020	001 007 559 30 20 00	PB-Benefits	Life/Disability Ins Premiums	\$129.02
FEB2020	3/12/2020	001 008 521 20 20 00	LE-Benefits	Life/Disability Ins Premiums	\$1,483.60
FEB2020	3/12/2020	001 010 576 80 20 00	PK-Benefits	Life/Disability Ins Premiums	\$187.59
FEB2020	3/12/2020	001 013 518 30 20 00	GG-Benefits	Life/Disability Ins Premiums	\$138.92
FEB2020	3/12/2020	101 016 542 30 20 00	ST-Benefits	Life/Disability Ins Premiums	\$433.76
FEB2020	3/12/2020	410 016 531 10 20 00	SW-Benefits	Life/Disability Ins Premiums	\$443.50
					\$3,499.41

Vendor: NMC Franchising LLC
Check Number: 49987

Invoice No	Check Date	Account Number	Account Name	Description	Amount
160308	3/18/2020	001 007 558 50 41 00	PL-Professional Serv	Janitorial Services - City Hall	\$55.50
160308	3/18/2020	001 007 559 30 41 00	PB-Professional Srv	Janitorial Services - City Hall	\$55.50
160308	3/18/2020	001 008 521 50 48 00	LE-Facility Repair & Maint	Janitorial Services - Police Dept	\$495.00
160308	3/18/2020	001 010 576 80 41 00	PK-Professional Services	Janitorial Services - City Hall	\$55.50
160308	3/18/2020	001 013 518 20 41 00	GG-Professional Service	Janitorial Services - City Hall	\$55.50
160308	3/18/2020	001 013 518 20 41 00	GG-Professional Service	Janitorial Services - VIC	\$155.00
160308	3/18/2020	101 016 542 30 41 02	ST-Professional Service	Janitorial Services - City Hall	\$55.50
160308	3/18/2020	410 016 531 10 41 01	SW-Professional Services	Janitorial Services - City Hall	\$55.50
					\$983.00

Vendor: O Reilly Auto Parts
Check Number: 49988

Invoice No	Check Date	Account Number	Account Name	Description	Amount
2960-169488	3/18/2020	001 010 576 80 31 00	PK-Operating Costs	Diesel Exhaust Fluid	\$91.49
2960-169633	3/18/2020	410 016 531 10 31 02	SW-Operating Costs	Grease	\$88.07
2960-172237	3/18/2020	410 016 531 10 31 02	SW-Operating Costs	Spray Paint	\$26.13
					\$205.69

Vendor: Owen Equipment Company
Check Number: 49989

Invoice No	Check Date	Account Number	Account Name	Description	Amount
00097015	3/18/2020	410 016 531 10 31 02	SW-Operating Costs	Blue Steel PW65	\$467.26
					\$467.26

Vendor: Pacific Power Batteries
Check Number: 49990

Invoice No	Check Date	Account Number	Account Name	Description	Amount
17118659	3/18/2020	001 008 521 50 48 00	LE-Facility Repair & Maint	PD Fire Exit Battery Packs	\$604.28
					\$604.28

Vendor: Pertteet Inc
Check Number: 49991

Invoice No	Check Date	Account Number	Account Name	Description	Amount
20180104.002-8	3/18/2020	410 016 531 10 41 01	SW-Professional Services	Callow Rd Drainage/Permit Engineering Services	\$286.82
20180104.003-2	3/18/2020	001 013 518 20 41 00	GG-Professional Service	2020 Citywide Safety Plan Services	\$12,271.33
					\$12,558.15

Vendor: Pilchuck Equipment Rental and Sales
Check Number: 49992

Invoice No	Check Date	Account Number	Account Name	Description	Amount
90034D	3/18/2020	101 016 544 90 31 02	ST-Operating Cost	Scissor Lift Rental	\$491.85
					\$491.85

Vendor: Precision Turf Equipment LLC
Check Number: 49993

Invoice No	Check Date	Account Number	Account Name	Description	Amount
12088-43209	3/18/2020	001 010 576 80 31 00	PK-Operating Costs	Blades/Blade Bolts	\$70.54
					\$70.54

Vendor: Proforce Marketing Inc
Check Number: 49994

Invoice No	Check Date	Account Number	Account Name	Description	Amount
402661	3/18/2020	520 008 594 21 63 00	Capital Equipment	Firearm Assesories/Parts	\$1,805.34
					\$1,805.34

Vendor: Public Safety Testing Inc
Check Number: 49995

Invoice No	Check Date	Account Number	Account Name	Description	Amount
PSTCA20-45	3/18/2020	001 008 521 20 41 00	LE-Professional Services	Police Sergeant Promo Assessment Services	\$4,709.43
					\$4,709.43

Vendor: Republic Services 197
Check Number: 49996

Invoice No	Check Date	Account Number	Account Name	Description	Amount
0197-002580751	3/18/2020	410 016 531 10 45 00	SW-Dumpster Service	Dumpster Services City Shop Yardwaste	\$1,424.82
0197-002581611	3/18/2020	001 010 576 80 45 01	PK- Dumpster Service	Dumpster Services City Shop	\$406.15
0197-002581611	3/18/2020	101 016 542 30 45 01	ST-Dumpster Service	Dumpster Services City Shop	\$406.15
0197-002581611	3/18/2020	410 016 531 10 45 00	SW-Dumpster Service	Dumpster Services City Shop	\$406.16
0197-002582144	3/18/2020	001 013 518 20 45 01	GG-Dumpster Service	Dumpster Services City Hall	\$464.99
					\$3,108.27

Vendor: Rexel USA Inc
Check Number: 49997

Invoice No	Check Date	Account Number	Account Name	Description	Amount
0D16487	3/18/2020	303 016 594 42 60 01	Fuel System Construction	Lighting	\$1,031.52
0E14681	3/18/2020	101 016 544 90 31 02	ST-Operating Cost	Lighting/Fixture Covers/Wall Driller Kits	\$285.31
0E14681	3/18/2020	410 016 531 10 31 02	SW-Operating Costs	Lighting/Fixture Covers/Wall Driller Kits	\$285.32
0E26130	3/18/2020	410 016 531 10 31 02	SW-Operating Costs	Collar Strap for GR	\$9.44
0E32151	3/18/2020	001 010 576 80 31 00	PK-Operating Costs	PVC/Conduit/Adapters	\$157.69
0E36771	3/18/2020	101 016 544 90 31 02	ST-Operating Cost	Blanket PVC	\$563.51
0E37810	3/18/2020	001 010 576 80 31 00	PK-Operating Costs	Main Breaker	\$324.31
0E39414	3/18/2020	101 016 544 90 31 02	ST-Operating Cost	Lighting	\$72.68
0E40374	3/18/2020	410 016 531 10 31 02	SW-Operating Costs	Dewalt Hammerfrill & Impact/Battery/Bits	\$654.29
0E49646	3/18/2020	410 016 531 10 31 02	SW-Operating Costs	Dew Promo	\$0.01
0E53344	3/18/2020	410 016 531 10 31 02	SW-Operating Costs	Conduit/PVC	\$155.01
0E67117	3/18/2020	001 010 576 80 31 00	PK-Operating Costs	Blue Electrical Coil	\$184.35
0E71722	3/18/2020	001 010 576 80 31 00	PK-Operating Costs	Blue Electrical Coil	\$245.79
					\$3,969.23

Vendor: Simply Rocks Inc
Check Number: 49998

Invoice No	Check Date	Account Number	Account Name	Description	Amount
8928	3/18/2020	302 010 594 76 61 06	PM - War Memorial	Pangaea Step/Boulder - War Memorial	\$4,493.53
					\$4,493.53

Vendor: Snohomish County 911
Check Number: 49999

Invoice No	Check Date	Account Number	Account Name	Description	Amount
2292	3/18/2020	001 008 528 00 41 00	LE - SNO911	Dispatch Services	\$31,935.50
					\$31,935.50

Vendor: Snohomish County Auditor
Check Number: 50000

Invoice No	Check Date	Account Number	Account Name	Description	Amount
031820 SNOCO	3/18/2020	001 007 558 50 31 02	PL-Permit Related Op. Costs	Recording Free - Costco Development Agreement	\$143.50
					\$143.50

Vendor: Snohomish County PUD
Check Number: 49923

Invoice No	Check Date	Account Number	Account Name	Description	Amount
022820 PUD	3/10/2020	305 010 594 76 60 00	North Cove Park Cap-Local	Meter/Transformer Engineering Inspection - The Mill	\$3,920.00
					\$3,920.00

Vendor: Snohomish County PUD
Check Number: 49924

Invoice No	Check Date	Account Number	Account Name	Description	Amount
031120 PUD	3/11/2020	301 016 544 40 41 02	17005 - 24th & 91st Ext Design	Costco Water System Extension Application Fee	\$1,000.00
					\$1,000.00

Vendor: Snohomish County PUD
Check Number: 50001

Invoice No	Check Date	Account Number	Account Name	Description	Amount
100417738	3/18/2020	001 010 576 80 47 00	PK-Utilities	203582010 Lundeen Restrooms Electric	\$224.04
100417738	3/18/2020	001 010 576 80 47 00	PK-Utilities	203582010 Lundeen Restrooms Water	\$303.20
100417738	3/18/2020	001 012 557 30 40 01	CS - VIC Utilities	203582010 Visitor Information Center Electric	\$183.05

100417738	3/18/2020	101 016 542 63 47 00	ST-Lighting - Utilities	203582010 Street Lights	\$69.66
105280184	3/18/2020	001 010 576 80 47 00	PK-Utilities	200206019 North Cove Park Electric	(\$10.76)
105280184	3/18/2020	001 010 576 80 47 00	PK-Utilities	200206019 Parks Electric	\$3.04
105280184	3/18/2020	001 010 576 80 47 00	PK-Utilities	200206019 Parks Water	(\$0.55)
105280184	3/18/2020	001 012 572 20 47 00	CS - Library-Utilities	200206019 Library Electric	\$332.25
105280184	3/18/2020	001 013 518 20 47 00	GG-Utilities	200206019 City Hall Admin Electric	(\$29.64)
105280184	3/18/2020	001 013 518 20 47 00	GG-Utilities	200206019 City Hall Electric	(\$54.83)
105280184	3/18/2020	001 013 518 20 47 00	GG-Utilities	200206019 City Hall Water	(\$1.89)
105280184	3/18/2020	001 013 518 20 47 00	GG-Utilities	200206019 Library Water	(\$9.38)
105280184	3/18/2020	101 016 542 63 47 00	ST-Lighting - Utilities	200206019 Street Lights	\$4.02
111895461	3/18/2020	001 008 521 50 47 00	LE-Facility Utilities	200558690 Police N Lakeshore Dr Electric	\$107.11
111895461	3/18/2020	001 008 521 50 47 00	LE-Facility Utilities	200558690 Police N Lakeshore Dr Water	\$24.55
118517298	3/18/2020	101 016 542 63 47 00	ST-Lighting - Utilities	201860178 Traffic Signal 9101 Market Pl	\$167.11
125151114	3/18/2020	101 016 542 63 47 00	ST-Lighting - Utilities	201973682 Street Lights	\$47.38
128432485	3/18/2020	101 016 542 63 47 00	ST-Lighting - Utilities	202624367 Street Lights	\$10,487.13
128432486	3/18/2020	101 016 542 63 47 00	ST-Lighting - Utilities	202648101 Street Lights Soper Hill Annex	\$1,470.95
128432844	3/18/2020	001 010 576 80 47 00	PK-Utilities	201487055 2424 Soper Hill Rd Mobile Electric	\$23.32
128432844	3/18/2020	001 010 576 80 47 00	PK-Utilities	201487055 2424 Soper Hill Rd Mobile Water	\$25.29
138253823	3/18/2020	001 010 576 80 47 00	PK-Utilities	202340527 Decant Yard	\$17.37
138253823	3/18/2020	101 016 543 50 47 00	ST-Utilities	202340527 Decant Yard	\$17.37
138253823	3/18/2020	410 016 531 10 47 00	SW-Utilities	202340527 Decant Yard	\$17.39
138257086	3/18/2020	101 016 542 63 47 00	ST-Lighting - Utilities	201595113 Street Lights	\$147.40
144909466	3/18/2020	101 016 542 63 47 00	ST-Lighting - Utilities	202670725 Street Lights	\$1,251.30
154740912	3/18/2020	101 016 542 63 47 00	ST-Lighting - Utilities	203731153 Traffic Signals	\$180.02
161121812	3/18/2020	101 016 542 63 47 00	ST-Lighting - Utilities	202988481 Street Lights	\$236.37
167568402	3/18/2020	101 016 542 63 47 00	ST-Lighting - Utilities	204719074 Catherine Creek Bridge Lights	\$22.90
					\$15,255.17

Vendor: Snohomish County PUD

Check Number: 50002

Invoice No	Check Date	Account Number	Account Name	Description	Amount
031220 PUD	3/18/2020	301 016 544 40 41 00	Street Op - P&D - 20th St SE	New Street Light and Pole 20th St SE	\$6,598.00
					\$6,598.00

Vendor: Snohomish County PW

Check Number: 50003

Invoice No	Check Date	Account Number	Account Name	Description	Amount
I000526520	3/18/2020	101 016 542 64 48 00	ST-Traffic Control - R&M	Signal/Sign Repair & Maint Jan 2020	\$340.85
					\$340.85

Vendor: Snohomish County Sheriffs Office

Check Number: 50004

Invoice No	Check Date	Account Number	Account Name	Description	Amount
2020-6202	3/18/2020	001 008 523 60 41 00	LE-Jail	Jail Services Medical Jan 2020	\$1,717.33
					\$1,717.33

Vendor: Sound Publishing Inc

Check Number: 50005

Invoice No	Check Date	Account Number	Account Name	Description	Amount
EDH892251	3/18/2020	001 007 558 50 41 03	PL-Advertising	LUA2019-0155 Callow Rd Drainage Improv	\$104.74
EDH892354	3/18/2020	001 013 518 30 41 01	GG-Advertising	Ordinance 1079	\$26.91
EDH892390	3/18/2020	001 013 518 30 41 01	GG-Advertising	CC Cancel Meeting	\$21.48

EDH892458	3/18/2020	001 007 558 50 41 03	PL-Advertising	CC PH Zoning Changes	\$82.78
EDH892752	3/18/2020	001 007 558 50 41 03	PL-Advertising	LUA2020-0008/0009 US2 Trestle HOV/Transit	\$137.32
EDH892795	3/18/2020	001 007 558 50 41 04	Permit Related Professional Sr	LUA2020-0003 PUD Well Treatment Upgrade	\$90.26
EDH892797	3/18/2020	001 007 558 50 41 03	PL-Advertising	Planning Commission Cancel Meeting	\$27.15
EDH893272	3/18/2020	001 013 518 30 41 01	GG-Advertising	Civil Service Commission Special Meeting	\$37.77
					\$528.41

Vendor: Stericycle Inc
Check Number: 50006

Invoice No	Check Date	Account Number	Account Name	Description	Amount
3005023845	3/18/2020	001 008 521 20 41 01	LE-Professional Serv-Fixed	Hazardous Waste Disposal	\$10.36
					\$10.36

Vendor: Strider Construction Co Account 62763077500
Check Number: 50007

Invoice No	Check Date	Account Number	Account Name	Description	Amount
PROGRESS 4	3/18/2020	301 016 595 61 64 02	18004 - S. Lake Stevens Rd	Retainage - S Lake Stevens Rd Multi Use Path Project 18004	\$28,185.78
					\$28,185.78

Vendor: Strider Construction Co Inc
Check Number: 50008

Invoice No	Check Date	Account Number	Account Name	Description	Amount
PROGRESS 4	3/18/2020	301 016 595 61 64 02	18004 - S. Lake Stevens Rd	S Lake Stevens Rd Multi Use Path Project 18004	\$535,529.87
					\$535,529.87

Vendor: SVR Inc
Check Number: 50009

Invoice No	Check Date	Account Number	Account Name	Description	Amount
23446	3/18/2020	302 010 594 76 61 00	PM - Frontier Heights Capital	Dumpster Rental - Frontier Heights	\$675.65
					\$675.65

Vendor: SWC Enterprises LLC
Check Number: 50010

Invoice No	Check Date	Account Number	Account Name	Description	Amount
104068	3/18/2020	001 010 576 80 31 00	PK-Operating Costs	General Pump	\$216.53
104068	3/18/2020	101 016 544 90 31 02	ST-Operating Cost	General Pump	\$216.53
104068	3/18/2020	410 016 531 10 31 02	SW-Operating Costs	General Pump	\$216.53
					\$649.59

Vendor: Tacoma Screw Products Inc
Check Number: 50011

Invoice No	Check Date	Account Number	Account Name	Description	Amount
18270110	3/18/2020	001 010 576 80 31 00	PK-Operating Costs	Bolts/Jumbo Rivets/Ultracon Anchors	\$240.69
18270110	3/18/2020	101 016 544 90 31 02	ST-Operating Cost	Bolts/Jumbo Rivets/Ultracon Anchors	\$240.69
18270110	3/18/2020	410 016 531 10 31 02	SW-Operating Costs	Bolts/Jumbo Rivets/Ultracon Anchors	\$240.68
					\$722.06

Vendor: Teamsters Local No 763
Check Number: 49929

Invoice No	Check Date	Account Number	Account Name	Description	Amount
031020	3/12/2020	001 000 284 00 00 00	Payroll Liability Other	Union Dues	\$1,174.00
					\$1,174.00

Vendor: Technological Services Inc
Check Number: 50012

Invoice No	Check Date	Account Number	Account Name	Description	Amount
15601	3/18/2020	001 008 521 20 48 00	LE-Repair & Maintenance Equip	Battery Replacement PT-16-61	\$382.05
15938	3/18/2020	001 008 521 20 48 00	LE-Repair & Maintenance Equip	Express Lube/Brake Service PT-18-79	\$929.26
15986	3/18/2020	001 008 521 20 48 00	LE-Repair & Maintenance Equip	Express Lube/Steer/Susp Inspect PT-15-64	\$673.36
					\$1,984.67

Vendor: The UPS Store 1877
Check Number: 50013

Invoice No	Check Date	Account Number	Account Name	Description	Amount
00000038427	3/18/2020	001 008 521 20 31 00	LE-Office Supplies	Printing Services	\$322.14
					\$322.14

Vendor: UPS
Check Number: 50014

Invoice No	Check Date	Account Number	Account Name	Description	Amount
0000074Y42090	3/18/2020	001 008 521 20 42 00	LE-Communication	Evidence Shipping	\$48.62
					\$48.62

Vendor: Vantagepoint Transfer Agents - 108991
Check Number: 49930

Invoice No	Check Date	Account Number	Account Name	Description	Amount
031020	3/12/2020	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: 49931

Invoice No	Check Date	Account Number	Account Name	Description	Amount
031020	3/12/2020	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: 50015

Invoice No	Check Date	Account Number	Account Name	Description	Amount
9849002445	3/18/2020	001 008 521 20 42 00	LE-Communication	Wireless Phone Service PD	\$2,646.29
9849528868	3/18/2020	001 001 511 60 42 00	Legislative - Communication	Wireless Phone Service Council	\$331.17
9849528868	3/18/2020	001 001 513 10 42 00	Executive - Communication	Wireless Phone Service Executive	\$47.31
9849528868	3/18/2020	001 002 513 11 42 00	AD-Communications	Wireless Phone Service Admin	\$84.91
9849528868	3/18/2020	001 005 518 10 42 00	HR-Communications	Wireless Phone Service HR	\$92.21
9849528868	3/18/2020	001 006 518 80 42 00	IT-Communications	Wireless Phone Service IT	\$220.75
9849528868	3/18/2020	001 007 558 50 42 00	PL-Communication	Wireless Phone Service Planning	\$134.70
9849528868	3/18/2020	001 007 559 30 42 00	PB-Communication	Wireless Phone Service Building	\$259.55
9849528868	3/18/2020	001 010 576 80 42 00	PK-Communication	Wireless Phone Service PW	\$472.08
9849528868	3/18/2020	101 016 543 30 42 00	ST-Communications	Wireless Phone Service PW	\$472.08
9849528868	3/18/2020	410 016 531 10 42 00	SW-Communications	Wireless Phone Service PW	\$472.08
					\$5,233.13

Vendor: Washington State Dept of Ecology
Check Number: 50016

Invoice No	Check Date	Account Number	Account Name	Description	Amount
2020-WAR045523	3/18/2020	410 016 531 10 41 08	SW-DOE Annual Permit	Muni Stormwater Phase 2 Permit Fee FY2020	\$12,193.33
					\$12,193.33

Vendor: Washington State Patrol
Check Number: 50017

Invoice No	Check Date	Account Number	Account Name	Description	Amount
I20005705	3/18/2020	633 000 589 30 00 10	Gun Permit - WSP Remittance	Weapons Permit Background Checks	\$394.25
					\$394.25

Vendor: Washington State Support Registry
Check Number: 0

Invoice No	Check Date	Account Number	Account Name	Description	Amount
031020	3/12/2020	001 000 284 00 00 00	Payroll Liability Other	Employee Paid Child Support	\$527.50
					\$527.50

Vendor: Watch Systems LLC
Check Number: 50018

Invoice No	Check Date	Account Number	Account Name	Description	Amount
44760	3/18/2020	001 008 521 20 41 00	LE-Professional Services	Community Sex Offender Notifications	\$190.64
					\$190.64

Vendor: Western Conference of Teamsters Pension Trust
Check Number: 49932

Invoice No	Check Date	Account Number	Account Name	Description	Amount
031020	3/12/2020	001 000 282 00 00 00	Payroll Liability Retirement	Employee Contributions - Teamster Pension	\$3,598.05
					\$3,598.05

Vendor: WM Corporate Services Inc
Check Number: 50019

Invoice No	Check Date	Account Number	Account Name	Description	Amount
8868495-4968-0	3/18/2020	001 008 521 50 47 00	LE-Facility Utilities	Dumpster Service - Police Conference Center	\$372.86
8868495-4968-0	3/18/2020	001 013 518 20 47 02	GG-Utilities for Rentals	Dumpster Service - 1825 S Lake Stevens Rd Commercial	\$1,008.10
					\$1,380.96

Vendor: Wynne and Sons Inc
Check Number: 50020

Invoice No	Check Date	Account Number	Account Name	Description	Amount
64570	3/18/2020	001 007 559 30 31 00	PB-Office Supplies	Business Cards - Farmer	\$48.86
					\$48.86

Vendor: Young
Check Number: 50021

Invoice No	Check Date	Account Number	Account Name	Description	Amount
030420 YOUNG 2	3/18/2020	001 010 576 80 43 00	PK-Travel & Meetings	PerDiem - Mileage Pesticide Class/Bellingham - Young	\$51.04
030420 YOUNG 2	3/18/2020	101 016 543 30 43 00	ST-Travel & Meetings	PerDiem - Mileage Pesticide Class/Bellingham - Young	\$51.04
030420 YOUNG 2	3/18/2020	410 016 531 10 43 00	SW-Travel & Meetings	PerDiem - Mileage Pesticide Class/Bellingham - Young	\$51.04
					\$153.12

CITY OF LAKE STEVENS
CITY COUNCIL SPECIAL MEETING/RETREAT MINUTES
Friday, February 28, 2020 and Saturday, February 29, 2020
9565 Semiahmoo Parkway, Blaine, WA 98230

CALL TO ORDER: 9:00 a.m. by Mayor Brett Gailey

COUNCILMEMBERS PRESENT: Kim Daughtry, Gary Petershagen, Anji Jorstad, Mary Dickinson, Shawn Frederick (February 28, 2020 only) and Steve Ewing

COUNCILMEMBERS ABSENT: Marcus Tageant

STAFF MEMBERS PRESENT: City Administrator Gene Brazel, Finance Director Barb Stevens, Human Resources Director Anya Warrington, Human Resources Specialist/Executive Assistant Julie Good, Community Development Director Russ Wright, Public Works Director Eric Durpos, Police Chief John Dyer, City Clerk Kathy Pugh, Capital Projects Coordinator Aaron Halverson (1/28/2020, 9:00 a.m. – 2:00 p.m.) and Parks Planning and Development Coordinator Jill Meis (1/28/2020, 9:00 a.m. – 2:00 p.m.)

Mayor Gailey called the meeting to order at 9:00 a.m. He welcomed everyone and briefly updated that he was appointed as co-chair of large cities on the SCT Steering Committee. He also shared the plan presented by Chris Collier, with Alliance for Affordable Housing, for light rail through Snohomish County, saying there are conceptual ideas including a light rail station at 164th and I-5 and at 128th and I-5.

Mayor's Vision – Chapel Hill & 2020 Council Goals: Mayor Gailey shared his number one priority, which is moving City Hall to the Chapel Hill Property. He is proposing a partnership with Sno-Isle Libraries and Lake Stevens Sewer District. Staff has had preliminary meetings with these agencies. His goal is to have staff issue a joint Request for Proposal (RFP) by the end of April and allow developers time to respond with creative proposals that may include ideas for multi-use such as retail and office. Mayor Gailey said the Sewer District seems interested and it remains to be seen whether the Library is.

Discussion ensued with Councilmembers Dickinson and Daughtry commenting on the inclusion of senior housing or a Senior Center.

Mayor Gailey is concerned that Sno-Isle may not participate as they have advised they do not have a mechanism for leases, and they have inferred the interlocal agreement requires the City to provide them space. Director Wright clarified there is an opt out option in the ILA and Councilmember Frederick is aware of other instances where Sno-Isle leases property.

Discussion continued with Mayor Gailey commenting on the possible inclusion of a Council Chambers/Court room. Discussion turned to ideas for moving forward including partnering with other agencies and possibly holding off on finishing the downtown plan and where the library could be sited. Councilmember Daughtry does not support holding off on the downtown plan.

Mayor Gailey next reviewed parks priorities and the status of various parks. He noted Frontier Heights Parks is under way with \$125,000 in committed state funding. Wyatt/Davies Beach Park is being transferred to the city and Chief Dyer has suggestions for improved security.

Chief Dyer reported the Police Department is developing an action plan to address security concerns at Davies Beach Park and continuing to work on tools such as trespassing that will assist officers.

In response to Councilmember Petershagen's question, Coordinator Meis and Director Wright said nothing has changed regarding parking at Davies Beach, including use by the row club, and added it was important to Snohomish County that parking passes be honored.

Turning to Cavelero Park, Mayor Gailey and staff are meeting with Tom Teigen, Director of Snohomish County Parks and Recreation, to discuss enforcement at the park and moving forward with the next phases; he would like an indoor sports facility included. Discussion ensued on how to make this happen and the benefits to Lake Stevens and the greater community with the potential siting an indoor sports facility at this park.

Mayor Gailey next commented on the Powerline Park, saying the plan is to design and build the park from 20th Street SE to 8th Street SE, with one of the first pieces being a new dog park. This will help shape the discussion of building out Cavelero Park. Discussion ensued regarding the long-range vision for connecting parks utilizing a trail system.

Mayor Gailey briefly commented on the long-range possibility of utilizing the landfill on the east side of the lake for sports fields or other opportunities and said this will require a partnership with the county.

Turning to other projects, Mayor Gailey discussed the possibility of using Transportation Benefit District (TBD) funds or considering a sidewalk local improvement district (LID) as a pilot funding mechanism for sidewalks. He suggested informational videos be developed to educate the public on the cost of sidewalks and ways to get them in Lake Stevens and encouraged more creative tools to develop a sidewalk program.

Mayor Gailey also suggested partnering with Community Transit to expand the transit center. His ideas include acquiring the properties to the east and west of the current site and looking at possibly going vertical. There was discussion about the possibility of creating affordable/attainable housing and mixed-use development on the adjacent east/west properties.

Commenting on staff, Mayor Gailey said he is very impressed with staff and recognizes there is a lot of work to be accomplished with very few resources, including staffing levels. One area he sees for improvement is adding administrative staff.

Council commented, with Councilmember Daughtry saying the city does not have the revenue to support additional staff right now, but as commercial development is added, this should be shifting. Councilmember Jorstad asked about looking at projected growth and attaching a strategic staff growth plan to it. Director Wright said some work on this has been done. Director Wright added that directors and senior level staff do not have administrative support which impacts director efficiencies. Director Durpos and Chief Dyer said for their departments it is a matter of "boots on the ground."

Mayor Gailey said he is focused on improved transparency and consistency in communication. Councilmember Frederick commented government budgeting is very different than private sector budgeting and it is difficult to make it understandable to the general public; he sees this as a huge education piece.

Mayor Gailey next touched on the impediment of the Everett waterline to the economic development of 20th Street SE. Director Wright added the biggest difficulty in finalizing the ILA is Everett trying to impose its jurisdiction on Lake Stevens. Director Wright added there are commercial businesses interested in developing in this area and there are common and creative engineering strategies to find solutions to utilize the land over the waterline.

There was a brief recess from 10:15-10:30 a.m.

Capital Projects/Facilities Update: Director Durpos introduced Capital Projects Coordinator Aaron Halvorsen provided an overview of a public works project process. Coordinator Halvorsen and Director Durpos responded to Councilmember questions regarding bonds and retainage.

Director Wright explained which projects are either in a queue waiting for funding or have been completed and explained how the public outreach portion of projects works.

Coordinator Halvorsen provided updates on several projects. Regarding the South Lake Stevens Road multi-modal path, the difficult parts of the project are completed and once the curb is set and asphalt is poured the road will be reopened. Administrator Brazel said he is working with Molly's family to design a simple bench and plaque memorial for installation this summer.

Coordinator Halvorsen said the 20th Street SE multi-modal corridor project is under way with bid opening scheduled for March 17. Director Wright commented on the history and funding of this project. The City was able to trade federal funds with City of Lynnwood for state funding.

Coordinator Halvorsen said the city is working on a Business Access and Transit ("BAT") lane on 20th SE to alleviate some of the congestion for traffic accessing the Trestle during a.m. peak hours.

Director Durpos commented on the 117th Avenue NE Sidewalk project saying design funds were budgeted this year and the city is working to identify grants, such as Safe Routes to School, and other creative funding with the goal of constructing the sidewalk next year. There was discussion amongst Council of whether this sidewalk improvement has potential to be included in a sidewalk improvement district. Director Wright noted the project includes stormwater and base improvements and utilities, and that project costs add up quickly.

Director Wright introduced the 24th Street / 91st Avenue SE extensions which are part of the Costco roadway extensions. He explained these projects are included in the 2012 Subarea Plan and said the city started moving forward with this project when an end user was identified.

Discussion turned to a discussion and update of other roadway projects in the city including Hartford Drive, 20th Street NE, Main Street and 18th Street NE. City Administrator Brazel shared a conceptual drawing of how 18th Street NE might be developed including location of the Grimm House across the street from the War Memorial, location of the museum and row club, and on

the corner of 18th and Main a mixed-use building. Director Wright discussed the status of funding for these projects.

Parks Update: Programming and Recreation: Parks Planning and Development Coordinator Jill Meis provided an overview of parks planning and how public process is utilized to gather input. She reviewed parks distribution throughout the city and noted the southeast quadrant of the city needs an additional park. Coordinator Meis said the level of services is partly state-driven based on accessibility to state and grant funding and that the city must have an approved RCO plan to be eligible for funding. She reviewed the various considerations in siting parks and said the city adopted a model for park siting, based in part on a needs assessment. Coordinator Meis said park projects include planning a park, acquisition and/or development, and parks projects are part of the capital projects plan.

Councilmember Daughtry commented there are various types of level of service for parks and he believes every neighborhood should have park access. Discussion ensued regarding park access Coordinator Meis said that Cavelero Park is a great example of coordinated park development. Coordinator Halvorsen then reviewed the status of the Cavelero Park project noting that the skate bowls are complete, and construction will begin again very soon.

Coordinators Meis and Halvorsen then provided an update on the redevelopment of Frontier Park including the process for public input, and construction of paved path, a new basketball court, picnic areas and restrooms. They noted this project has multiple funding sources.

Director Wright then described the status of North Cove Park Phase I, saying this project developed out of the downtown planning process.

Turning to North Cove Park Phase II, Coordinator Meis reviewed the public process and noted the Park Board wanted an inclusive park. Coordinator Halvorsen said the project is under way and reviewed the various elements of the park. Coordinators Meis and Halvorsen and Director Wright responded to Councilmembers' questions regarding the various park features.

Coordinators Meis and Halvorsen next reviewed the 20th Street Ballfields, including acquisition, the conceptual plan and park improvements.

Coordinator Meis commented on the Trail Master Plan and said the City's consultant recommended adopting a plan that is not cost prohibitive or difficult to implement and said this provides the flexibility to move forward.

Turning to the Powerline Trail, Coordinator Meis said this is a connection to Marysville, and staff is looking at east-west trails to connect to the Powerline Trail.

Coordinator Halvorsen briefly reviewed other capital projects including the Police Station, Decant Facility being done in partnership with the Sewer District, City Shop upgrade and the War Memorial. Director Wright added the War Memorial is planned to be open by Memorial Day.

There was a break in the meeting from 12:00 – 12:31 p.m.

Coordinator Meis reviewed the parks programming from 2019 including Yoga by the Lake, Music by the Lake, Movies by the Lake and Theater in the Park. She noted the City also provided festivals including the Harvest Festival/Truck or Treat and Winterfest, and additionally

there was a community garden at Eagle Ridge Park. She said volunteers make a huge contribution to the city's parks and reviewed their projects.

Coordinator Meis said much of the same programming is in place for 2020. She noted the city is moving forward with a Farmers Market and Skyhawks sports programming for youth. She added there is a request for proposal for other programming.

Councilmember Daughtry commented the Chamber is planning a 4th of July event including traditional activities and music to be held adjacent to The Mill.

Parks Administration: Director Wright introduced this topic and provided an overview of what Parks Administration might look like. Director Stevens commented on parks administration from a financial perspective and Director Durpos provided input on staffing levels and equipment needed to maintain a parks department.

Director Wright reviewed the parks inventory and said funding sources for parks include park mitigation fees, funding from grants, bonds and special funds, like REET, and foundations.

Director Wright next reviewed improvements to the city's parks system including Lundeen and Eagle Ridge Parks, the 20th Street Ballfields, Cavelero Park and North Cove Park. He noted the addition of Oak Hill Park and Davies Beach, and said the Trail Master Plan is underway. Opportunities to develop recreational opportunities in parks are being looked at, possibly in partnership with Little League, Lake Stevens Junior Athletics and the school district, as well as utilizing volunteers.

Director Durpos reviewed what it takes to maintain parks. He said each park has been inventoried using industry standards to determine total man hours to maintain the parks, with the result being 5.5 FTE's needed; the city currently has 2 FTE's for parks maintenance. Reviewing last year's calculations supports the need for 5.5 FTE's. If the city acquires more parks and undertakes more events the need for additional manpower will rise. The city currently owns most of the equipment it needs to maintain the parks.

Director Wright reviewed a phased approach for bringing on a Parks Department, including adding Crew Worker II's for parks maintenance as they have specialty certifications that would benefit the city, and shared a staffing diagram. Director Wright said the additional costs of law enforcement at parks, such as a Parks Ranger with a limited commission, could be considered.

Director Stevens shared costs and funding needs for a Parks Department and Director Wright commented on capital needs such as vehicles that are also part of the cost calculation. Discussion turned to how a Parks Department could be funded, including possibly a Parks District. There was additional discussion on what staffing levels at parks might look like, and whether some of this need could be addressed by partnering with users such as Little League.

Councilmember Petershagen asked if sales tax revenue from Costco can assist with some of this cost and Director Wright said the earliest these revenues would be available is some time in 2021. Councilmember Daughtry encouraged pushing forward to maintain and protect the current parks. Councilmember Jorstad believes it would be helpful to have a more strategic global sense of the staffing needs citywide before deciding in support of expanded parks staff or independent department.

Director Durpos said six seasonal crew workers are budgeted for this year, but maybe it makes sense to fill three season positions and fund one FTE with the remaining budget.

Following further discussion on various ways to move forward, Mayor Gailey requested staff provide an overview of staffing needs at the March 17th Council workshop.

The meeting recessed briefly from 1:45 – 1:55 p.m.

Food Trucks: City Administrator Brazel reviewed that food trucks are currently allowed as part of a special event permit. He noted many cities have discussed this topic and said Snohomish has a good process that was worked out with brick and mortar stores and Everett has a stout policy that also provides flexibility. To move forward, the city would need to work with brick and mortar businesses to identify appropriate space and he added the new Festival Street is meant to address this concern. Other options include a lot dedicated for scheduled use by food trucks and food truck operators not offering competing food choices.

Mayor Gailey recalled in previous discussions the concern was having food trucks located too close to local brick and mortar businesses.

Discussion ensued regarding enforcement and tracking of sales tax from food vendors, ensuring that food trucks do not block or interfere with the ability to see brick and mortar storefronts and where food trucks might be allowed.

Director Wright said food trucks can be administered through a special event permit. Director Wright described other food truck options for managing food trucks including vendor licensing for on-street uses or a lease arrangement between a property owner and the food truck vendor.

Discussion continued with Councilmember Daughtry noting the Washington State Food Truck Association declines to promote events until Lake Stevens policies are updated. Councilmember Frederick commented the City of Everett has food truck Fridays in front of the restaurants at the waterfront. Councilmember Petershagen clarified the discussion is about two different food truck activities, one in city parks and one for special events. Concerns discussed included not allowing pop-up vendors and whether there is a need to provide restrooms.

Mayor Gailey requested an ordinance be in place to allow food trucks this summer.

Fall Vote and Other:

Transportation Benefit District: Mayor Gailey reviewed the history of the TBD, noting that it was previously formed but never funded because the City was waiting to see if I-976 limiting car tab fees was approved. It was, and now the sole source of funding is a sales tax increase.

Director Stevens provided additional historical information on the TBD, noting it was established in 2018 as part of a material funding policy. She reviewed the various transportation funding and revenue sources, noting the only dedicated transportation funding is the Motor Vehicle Fuel Tax which does not meet the needs. Currently the general fund contributes to the street fund. Director Wright explained that if a \$20-tab fee had been adopted it would have provided approximately \$530,000 for transportation funding. Funding the TBD using the sales tax option is estimated to provide \$919,000. This option requires a simple majority vote and if approved, expires in 10 years. It can be re-voted at that time and is not affected by I-976.

Mayor Gailey commented the city's sales tax is the lowest in the county at 9%, but of that the city only receives .85% of that amount.

Director Stevens reviewed the transportation strategy and said there is a significant backlog in annual pavement maintenance and restoration. The cost of these items diminishes funding for other projects. Director Durpos reviewed a list of projects, and said it is important to have a good balance of projects and address maintenance and preservation. Director Durpos commented the street conditions are deteriorating faster than the city can maintain them and said it would take another \$500,000 a year just to maintain the status quo.

Discussion ensued with staff answering councilmembers' questions. Director Stevens said TBD funds have to be used to fund physical projects and cannot be used to partially fund transit systems. Councilmember Ewing suggested putting the costs out to the public so they can understand with a specific project list.

Director Stevens reviewed the current street fund budget and Director Durpos added it would take approximately \$1.6 million to climb out of the maintenance hole. Director Durpos suggested undertaking a new pavement ranking in next year's budget to really understand the need.

There was additional discussion on the best way to educate voters and strategies for moving forward with a TBD vote. Mayor Gailey reminded if the city had a funded TBD in place, it would allow other funding sources to be triggered.

Annexation: Director Wright provided a history of the city's annexation policy and commented it plays into the Growth Management Act requirement to meet targeted growth levels identified in Visions 2040 and 2050. He noted in some areas there are significant encumbrances that do not allow growth targets to be met. Directed Wright reviewed the completed annexations and said there are two unfinished annexations, the Machias Industrial and the NE Island areas. He then reviewed the various annexation methods and commented there is currently pending legislation that allows annexation by interlocal agreement if the annexation area is primarily accessed via city infrastructure.

Director Wright reviewed the various annexation scenarios in the southeast portion of the city and said without development, none of those annexations will have a positive impact on the city's general fund.

Discussion ensued with staff responding to Councilmembers' questions; Director Stevens noted annexations are not moneymakers and expenditures are paid before annexation-related revenues are received. Director Wright said another consideration is people residing in annexation areas are already utilizing the city's parks and facilities and shopping within the city limits, but they are not contributing their property taxes to the city.

Director Wright reviewed the next steps of possibly voting for annexation of areas 1 and 2 or waiting to see if the pending legislation is passed that would allow for annexation utilizing an interlocal agreement.

There was further discussion with Mayor Gailey commenting moving forward would achieve one community around the lake, Councilmembers Frederick saying that negativity surrounding annexation needs to be addressed. Councilmember Daughtry commented if the annexations are completed, the city is in a better position to ask for a larger growth area. Also discussed

was the best way to market this annexation and whether to put annexation vote on the August or November ballot.

Fireworks: Police Chief John Dyer said this is a continued question from last year. He reminded of the direction last year to wait until the advisory vote by the County was completed, and the result was Lake Stevens residents did not support a ban. He commented this is a political issue but from a public safety standpoint he supports a ban.

Discussion ensued and staff members responded to Councilmembers' questions. Chief Dyer said it is difficult to enforce fireworks restrictions for a variety of reasons, and Councilmembers Dickinson and Daughtry supported a city display if a ban is enacted. There was consensus to put fireworks on the August ballot for a vote by the community either in support or banning them.

Positions and Compensation: Human Resources Director Anya Warrington shared information regarding staff levels per capita the city has in relation to other comparable cities. The results indicate the average is 4.82 employees per 1000 population, and for Lake Stevens that would mean 159.48 employees based on the average and Lake Stevens population. She noted if all vacancies were filled the city has 111 positions.

Discussion ensued regarding turnover rates and considerations that might provide more value to employees. Finance Director Stevens commented the City is currently providing alternative work schedules where appropriate, pay longevity for non-represented employees, telecommuting with department head approval and staff training. Director Warrington said other incentives can be looked at as well, and Human Resources Specialist/Executive Assistant Julie Good added exit interviews are being conducted and provide valuable information.

Councilmember Daughtry said it is important to have enough staff to do the work and to maintain competitive pay scales.

Discussion continued with Councilmember Daughtry suggesting if the City is at the mid-range for pay scales that it move to 75%. Responding to Councilmember Ewing's question, Chief Dyer said only one officer has left the department in three and half years and that was due to a relocation necessitated by the officer's spouse's employment.

Director Wright commented he has seen 100% turnover in Planning and in Engineering/Public Works departments in the three agencies he has worked for and this is indicative of how these positions work in the public sector.

Chief Dyer reviewed staffing levels of officers per 1000 population; the average is 1.44 officers/1000 population. Lake Stevens' ration is .97/1000 population, and by the end of the year this will be .94/1000. Active policing requires boots on the ground. Chief Dyer suggested developing a staffing levels standard and using it as a guide as the city grows. Currently the minimum staffing is three officers per shift.

At 5:18 p.m. the meeting was recessed for the evening.

Saturday, February 29, 2020

The meeting reconvened at 8:30 a.m.

Electeds Present: Mayor Brett Gailey, Councilmembers Kim Daughtry, Anji Jorstad, Gary Petershagen, Steve Ewing, Mary Dickinson

Electeds Absent: Councilmembers Marcus Tageant and Shawn Frederick

Staff Present: City Administrator Gene Brazel, Finance Director Barb Stevens, Planning and Community Development Director Russ Wright, Public Works Director Eric Durpos, Human Resources Director Anya Warrington, Human Resources Specialist/Executive Assistant Julie Good, Police Chief John Dyer, City Clerk Kathy Pugh

Gateways & Beautification: Director Wright that provided a history of the beautification project noting it was started a few years ago when a consultant, KPG was hired to assist the city with the project. He reviewed elements of the project and said a key area of focus is Main Street. Director Wright shared the plan for 18th Street, also called the Festival Street, and said the effort is to provide a cohesive plan here and throughout the city. Included in the plan is a new color palate, gateway monuments and new signage at smaller gateways, distinct icons for the four different districts comprising the city, and signage for buildings, parks and trail markers.

Discussion ensued with staff responding to Councilmembers' questions regarding lighting features, signage material and construction and timing for rolling out the beautification plan. Mayor Gailey suggested a larger electronic sign for Cavelero Park so that more information can be provided. Director Wright said as far as timing for full implementation of the beautification plan, it is dependent on Council's schedule and a budget for full implementation of the plan.

There was further discussion, and staff said the beautification plan has been shared with WSDOT and it will be incorporated in design of the roundabouts at SR 9/SR 204 and SR 9/South Lake Stevens Road.

Council generally agreed there is a need to instill a community identity and suggestions were made on how to move forward with this including using both individual and business volunteers.

Diversity, Equity and Inclusion: Director Warrington said the city provided anti-harassment and anti-discrimination training to its employees in 2019. She commented the Equal Opportunity Commission does not mandate training, but the City provides this training to new hires and then approximately every three years thereafter. Director Warrington suggested continuing to provide, including sensitivity training, at the time of onboarding employees. Director Warrington added most agencies do not have diversity committees.

Discussion ensued with Councilmember Jorstad saying it is important to have the conversation and to address issues that arise or may arise. She believes a group could help provide a perspective the city staff or Council does not have.

Councilmember Dickinson commented this is about standing up and saying who we are and that we care. She believes it is important for cities and towns to become more diverse.

Discussion continued with the consensus being it is not necessary to form a city board or commission at this time, but it is important to ensure staff has the correct and current training.

There was a brief recess from 9:30 – 9:49 a.m.

Council Procedures and Processes: Responding to Mayor Gailey's question, Director Stevens explained the City has several general obligation bonds in place amounting to approximately \$900,000 in debt payment per year. She encouraged using general obligation bonds as little as possible to keep debt payments down.

Mayor Gailey asked if it would be possible to fund sidewalks through a general obligation bond. Discussion ensued and it was noted this method would provide sidewalks sooner, but property taxes would rise. Also discussed was whether Transportation Benefit District funds could be used to build sidewalks. Administrator Brazel reminded there was talk about bonding the Main Street project so it can be finished and said the reality is grants are not as available. Director Durpos commented the biggest challenge in building sidewalks is the cost of obtaining rights-of-way, both in time and money. Mayor Gailey said general obligation bonds are more costly than funding through a TBD, but projects are slower reaching completion unless the TBD is bonded.

Councilmember Daughtry commented developer-built sidewalks are less costly and suggested finding a way to have more developer-built sidewalks by providing mitigation variances for more sidewalk construction. Director Wright responded the city has a program for this and it is being used to create the sidewalk connection to Lundeen Park.

Directors Wright and Durpos said every attempt is made to leverage funding for sidewalks. Both directors shared examples of where this has been successful. Administrator Brazel added another funding source is a utility tax on sewer.

The option of a LID was discussed and Councilmember Daughtry suggested letting the voters decide this.

Turning to Procedures, Administrator Brazel asked for Council input on the meeting scheduled. Councilmembers Jorstad and Dickinson support having two workshops a month and commented the dialogue is beneficial.

There were concerns about redundancy in the information presented between workshops and regular meetings and Councilmembers were reminded this is sometimes necessary to ensure the public has the information. For larger topics such as code amendments, it is important to take the time to ensure a full understanding of the topic before moving forward.

There was general agreement to maintain the four meetings per month, but if a meeting is not necessary it should be cancelled.

Administrator Brazel then asked about moving Guest Business ahead of Citizen Comment and there was general agreement that this be done. Discussion ensued regarding Citizen Comment and there was consensus to allow citizen comment at both the beginning and end of the meeting.

Turning to the Council President and Vice President terms, Administrator Brazel presented options of keeping the rules as they are with the ability to suspend the rules so a consecutive term could be served, providing for two one-year consecutive terms, or removing the term limit all together. Discussion ensued and there was general agreement to vote for these two offices annually and remove the term limit.

Arts Commission: Administrator Brazel said this was discussed at last year's retreat. He noted right now is the prime time for the Arts Commission to assist with downtown artwork, but it

continues to be a struggle to recruit and keep members and have a quorum of members at meetings so business can move forward. Ultimately, he would like to see \$20,000 set aside each year and have artwork solicited and vetted by the commission, however they are free thinkers and struggle with the public process.

Director Wright added that he and Councilmember Frederick, as liaison to the Arts Commission, are discussing how to meet and engage each member and to learn what the holdbacks are for being a functional commission; he noted the Arts Commission has not had a quorum at their meetings since last October. Director Wright suggested another approach is to have the event coordinator responsible for bookings and engagements for music events, movies in the park and other city-sponsored events, and if at some point the Arts Commission is disbanded, the City could look to the Arts & Parks Foundation or an ad hoc committee for making recommendations back to the Council on public art. Another suggestion is to move the Arts Commission meetings to a quarterly meeting schedule rather than the current monthly schedule.

Discussion ensued as to how the Arts Commission could be better functioning and different ways that art and the arts could be provided to the Lake Stevens community if the commission were decommissioned. There was consensus to dissolve the Arts Commission and move forward utilizing both the Arts & Parks Foundation and ad hoc citizen committees for projects as they are identified; city staff will assume the responsibility for summer events including Music by the Lake and Movies and Theater in the Park.

Washington DC and Other Options for Meeting with Federal Delegates: Mayor Gailey said this year a coalition of Mayors and County Councilman Sam Low are scheduled to travel to Washington DC to meet with elected officials to discuss the Trestle and all US2-related concerns. To ensure the city continues to be represented in Washington, DC, Human Resources Assistant Good is organizing a time in August or September, during the Congressional break, to host a breakfast at The Mill for federal delegates. Mayor Gailey believes this approach will provide more value directly to the elected officials.

Discussion ensued and it was suggested to include the County Council and Executive, as well as state elected legislators in the breakfast. Councilmember Jorstad commented it is good to be in front of federal legislators, but state legislators also need to advocate for SR 2 improvements.

Councilmember Daughtry believes the coalitions are powerful, and it is important to impress upon the federal elected officials what the transportation needs are here.

Councilmember Petershagen commented the US 2 Trestle is No. 2 on the state's priority list and if our federal elected officials need more information, we need to provide it so they can better advocate for these needs.

Councilmember Daughtry suggested the best way forward is to meet with federal transportation divisions to find untapped grant funding.

There was a brief break from 11:07 – 11:20 a.m.

Mission/Vision Statement: Administrator Brazel said mission and vision statements were put in place many years ago and today's plans are centered on those statements. He briefly reviewed how mission and vision statements are put together and said they identify goals and

the process for achieving those goals. He asked for guidance as to whether Council is happy with both the mission and vision statements as they currently are, or if this is a topic they want to revisit.

Discussion ensued with a suggestion of removing the end date of 2030 in the Vision statement. Councilmember Daughtry commented vision statements are supposed to have a time to define the project length and that mission statements are living documents. Councilmember Daughtry added everyone needs to know what the mission statement is so that the vision can be achieved, and the important part is measurable process and methods in achieving the vision.

Discussion continued on how to define the mission to achieve the vision, with Councilmember Daughtry commenting it is up to the Mayor and City Administrator to define how an action moves in the direction of achieving the vision. He added that not every action of Council will move toward achieving the vision.

Administrator Brazel suggested in moving forward staff reports could include a line identifying how a recommended Council action moves the City in the direction of achieving the vision, and there was general support for this.

Administrator Brazel then reviewed the 2019 takeaways and summarized the highlights and takeaways from this Council retreat. The 2020 retreat takeaways are attached. Administrator Brazel also commented that the 2019 Week's Wrap Up will be compiled and shared to Councilmembers and staff. Mayor Gailey requested the Week's Wrap Up be written in such a way that it can be shared to the public as well.

Council requested a mini-retreat in July for a check-in and Mayor Gailey suggested it be held at the Brightwater facility again.

Mayor Gailey then thanked everyone for their efforts in making this retreat very productive and adjourned the meeting at 11:51 a.m.

Brett Gailey, Mayor

Kathy Pugh, City Clerk

February 28-29, 2020 Retreat Takeaways

Status		Description
	1.	Civic Campus at Chapel Hill: ➤ Possible Partnership with Sewer District and Library ➤ Request for Proposal targeted for end of April ➤ Community Center/Senior Center
	2.	Downtown Plan: Bring back more information for completion
	3.	Davies Beach: Bring plan forward for policy and promoting public safety
	4.	Sidewalks: Explore funding options including a Sidewalk Improvement Plan and other funding options and bring back
	5.	Wetland Resources: look at lots adjacent to Community Transit Park & Ride for possible development
	6.	Staffing: ➤ Develop a growth plan ➤ Important to retain staff ➤ Look at pay levels and stay above average; data points
	7.	Police Department Staffing: ➤ Evaluate number of officers/1000 population ➤ Number of calls per 1000 population ➤ Need for more officers
	8.	City of Everett Waterline: ➤ Finalize the ILA for entire 20 th Street SE corridor ➤ Provide talking points to Councilmembers
	9.	Parks: ➤ Powerline Trail 20 th to 8 th ➤ Develop a more in-depth proposal
	10.	Food Trucks: Hybrid ordinance for consideration ➤ City property ➤ Privately owned property ➤ Special events ➤ Can't park in front of brick & mortar
	11.	Transportation Benefit District ➤ Prepare for Fall ballot ➤ High level of community outreach and education
	12.	Annexation: Fall ballot
	13.	Fireworks: August ballot
	14.	City Gateway Signage: ➤ Finish cost estimate & bring proposals to Council ➤ Make sure gateways are still applicable ➤ Move forward with installation
	15.	General Obligation Bonds: ➤ Look at GO Bonds vs. TBD ➤ Bring forward options

	16.	<p>Council Meetings:</p> <ul style="list-style-type: none"> ➤ Keep workshops at 2/month and limit if there is no need for a meeting ➤ Citizen comments at beginning and end of each meeting ➤ Move Guest Business ahead of Citizen Comments at front of meeting ➤ Amend rules to remove term limit for Council President and Vice President
	17.	<p>Arts Commission:</p> <ul style="list-style-type: none"> ➤ Project-specific ad hoc committees for specific arts proposals for Council approval ➤ Move forward to disband Arts Commission
	18.	<p>Sky Valley Dinner at Mill – May 21, 6:30 p.m.: Revisit</p> <ul style="list-style-type: none"> ➤ Invitation Resent to Councilmembers 3/3/2020
	19.	<p>Legislative Breakfast</p> <ul style="list-style-type: none"> ➤ Schedule for August/September at The Mill ➤ Possibly include virtual tour
	20.	<p>Mission/Vision Statement; Values</p> <ul style="list-style-type: none"> ➤ Take out 2030 reference ➤ Add statement on Staff reports where appropriate on how decision supports vision ➤ Look at values, do they align with mission and vision?
	21.	<p>Mini Retreat/Check-in: schedule for July</p>

CITY OF LAKE STEVENS
CITY COUNCIL REGULAR MEETING MINUTES
Tuesday, March 10, 2020
Lake Stevens School District Educational Services Center
12309 – 22nd Street NE, Lake Stevens

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

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

ELECTED OFFICIALS ABSENT: Shawn Frederick

STAFF MEMBERS PRESENT: City Administrator Gene Brazel, Finance Director Barb Stevens, Community Development Director Russ Wright, Public Works Director Eric Durpos, Commander Ron Brooks, Human Resources Director Anya Warrington, Human Resources/Executive Assistant Julie Good, City Clerk Kathy Pugh, City Attorney Greg Rubstello, Office Assistant Natalie Herd

OTHERS: Michael Duerr, Todd Welch

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

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

Approval of Agenda: Council President Marcus Tageant said staff requested a discussion item, Facility Use Policy be added to the agenda.

Moved by Councilmember Daughtry, seconded by Councilmember Jorstad, to approve the agenda with the noted addition. On vote the motion carried (6-0-0-1).

New Employee Introduction: Finance Director Barb Stevens introduced new part time Office Assistant Natalie Held.

Oath of Office: Mayor Gailey administered the Oath of Office to new Planning Commission members Todd Welch and Michael Duerr.

Citizen Comments:

Lindsay Hanson, Managing Librarian for the Lake Stevens Library, 1804 Main Street, Lake Stevens, shared how the library used the Community Center in the past, including attendance records, and then described how the library hopes to utilize The Mill. She said over the past year it has been difficult to find programming locations and hopes there is a way forward when The Mill opens.

Council Business:

- Councilmember Daughtry: Thanked staff for retreat, recognized new Councilmembers for participation at retreat, Community Transit.
- Councilmember Petershagen: Thanked staff for retreat, Police Department award banquet.
- Councilmember Jorstad: Thanked staff for retreat, Snohomish Health District.
- Councilmember Ewing: Thanked Mayor and staff for retreat; Police Award banquet, Snohomish Health District.
- Councilmember Dickinson: Recognized Councilmember Shawn Frederick for his work with Snohomish Health District, Senior Center.
- Councilmember Tageant: Washington, DC.

Mayor's Business: Mayor Gailey said he issued a Proclamation declaring an emergency related to coronavirus on May 5, 2020 and asked that Council endorse the declaration.

MOTION: Moved by Councilmember Tageant, seconded by Councilmember Dickinson, to ratify the Proclamation declaring an emergency. On vote the motion carried (6-0-0-1).

Mayor Gailey reported on today's meeting with the Lake Stevens School District, Sewer District, Library, Chamber of Commerce, Police Department and, Senior Center to review how the city and city organizations are responding to the coronavirus.

Mayor Gailey then commented on the trip to Washington DC with Councilmember Tageant, the coalition of US 2 mayors and County Councilman Sam Low to meet with elected officials including Senator Maria Cantwell and Representative Suzan DelBene, and aides for Senator Patty Murray and Representative Rick Larsen about US 2 from the west end of the Trestle to Stevens Pass. The meetings were productive, and it was recommended the cities apply for a "BUILD" grant to study the entire corridor. County Councilman Sam Low also suggested formation of an organization "SWISS" comprised of Snohomish, Whatcom, Island, Skagit and San Juan counties to move away from the Puget Sound Regional Council (PSRC) and advocate for the northern counties. Mayor Gailey added an initial invitation was extended to the legislators for the upcoming breakfast which was well received.

Mayor Gailey then commented on his meeting with Snohomish County Parks Director Tom Tiegen to discuss public safety and security in parks, including Cavelero Park.

Mayor Gailey updated that he and City Administrator Brazel met with businesses in the Hartford business district to better understand the businesses and what the city can do better for them. The businesses would like better utilities and a roundabout at SR 92 and Grade Road.

City Department Report:

- City Administrator Gene Brazel: Week's Wrap Up on Facebook last week.
- Public Works Director Eric Durpos: 20th Street SE bid opening.
- Police Commander Ron Brooks: Civil Service certification of lateral and entry level lists; new building update.

Consent Agenda:

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

- A. 2020 Vouchers [Payroll Direct Deposits of \$222,711.58, Payroll Check No. 49789-49790 totaling \$3,296.56, Electronic Funds Transfers (ACH) of \$147,384.36, Claims Check Nos. 49791-49917 totaling \$846,030.90, Total Vouchers Approved: \$1,219,423.40
- B. City Council Regular Minutes of February 25, 2020
- C. Amendments to Council Rules of Procedure

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

Public Hearing:

Ordinance 1080 Amending Zoning Code: Mayor Gailey opened the public hearing.

Director Wright presented the staff report and summarized this is an update to the zoning code which has been under discussion for the past year. Director Wright said this amendment includes code cleanups as well as new elements. The Planning Commission held a public hearing and then recommended that Council approve the changes. Director Wright referenced the public comments and explained that code writing is a reiterative process. He then briefly reviewed the specific changes and responded to questions from Council.

Councilmember Jorstad appreciated the work done by the City to be thoughtful around creating diverse options for housing to a wide range of individuals.

Councilmember Dickinson agreed with Councilmember Jorstad's comments and said if there is attainable housing people will stay.

Mayor Gailey then opened the public comment portion of the public hearing.

Dylan Sluder, Master Builders Association, commented there has been a lot of time and effort put into these changes and the process has been a good one. The MBA is supportive of the flexibility that will allow for increases in housing. The amendments provide cleanup and clarity as well as innovative tools that will help with development and attainable housing.

Mayor Gailey closed the public comment portion of the public hearing and invited additional questions and comments of Council.

Councilmember Daughtry said he had an ex parte communication with David Toyer and said it will have no bearing on his decision making.

Councilmember Dickinson said she had an ex parte communication with Sally Jo Sebring.

Councilmember Daughtry asked how gross density and the hybrid approach of 25% off adjusted gross density helps developers decide on their development of property. Director Wright responded as the city is responsive to the buildable lands reporting through the state and county the attempt is to show a methodology that is consist with the state and county. Most cases will not achieve gross density due to encumbrances and street requirements. The attempt is to set a level playing field so people understand the assumptions.

Councilmember Tageant commented with the limited land available flexibility is important to allow for some “out of the box” thinking. Director Wright said this language can be added back in to provide flexibility.

Councilmember Daughtry agreed that flexibility is important.

Councilmember Petershagen said reading through the density and dimensional standards it appears the end result does not reduce the perception of density. Councilmember Petershagen referenced a requirement for a 25-foot setback for the front with a 20-foot setback for the garage. Director Wright clarified this is an error in the placement of the footnote, and said the discussion was not about density but rather about curb appeal with appropriate landscaping and fitting in. He added the discussion also included rear- and side-yard setbacks and that front setbacks never seemed critical to the Land Use Advisory Group.

There was additional discussion regarding setbacks, with concerns expressed by Councilmember Petershagen that creating bigger spaces is not consistent with adding porches 10 feet from the back side of sidewalks and commenting on the side-yard setbacks. Director Wright clarified with Councilmember Petershagen that a 20-foot front setback is preferable in R6 zones. Director Wright further clarified the discussion was how to create private open spaces and living areas and said the next set of code amendments will look at lot sizes and standards.

Councilmember Dickinson recalled the Land Use Advisory Group supported larger front yard setbacks.

Councilmember Tageant agreed with Councilmember Petershagen’s comments regarding side yard setbacks.

Councilmember Daughtry commented neighbors living in homes built with 5-foot front and back yard setbacks do not seem to have problems and noted millennials prefer to go to public spaces such as parks for recreational activities.

Councilmember Jorstad said she struggles with the fact these amendments have been in process for close to a year with significant public involvement. This represents a lot of hours of work by staff and community and this does not feel like the time to make changes. She is hesitant to make changes when this is the voice of those who have done the work.

Councilmember Petershagen responded these are not a lot of changes, and said the requested changes are related to visual presentation and not related to public safety. The remaining property is not perfect to work with. He added the setback on R6 is one of five zones and the request for change is to provide less uniformity; the third concern is density.

Councilmember Ewing appreciated the thoughtfulness put into these amendments and said allowing flexibility is important with the limited space. He supports the requested space adjustment as reasonable.

Councilmember Daughtry appreciated the time and effort put into this, but at the end of the day it is up to Council to make a decision based on input from the Planning Commission, public and staff, and Council has a right to provide input as well. If changes provide flexibility that is important.

Councilmember Tageant said it is important to provide flexibility, particularly with the types of properties left to be developed.

Director Wright confirmed Council's request to add language reflecting flexibility in the gross density calculation not to exceed 25%, in the R6 row of the dimensional table the front setback will be 20 feet and the side setback will be a combined 10 feet with no less than 5 feet per side.

Councilmember Jorstad appreciated the comments by Councilmembers Tageant, Petershagen and Daughtry, and added she appreciates providing flexibility.

Mayor Gailey closed the public hearing

MOTION: Moved by Councilmember Daughtry, seconded by Councilmember Dickinson, to remand Ordinance 1080 amending the Zoning Code to staff for changes reflecting tonight's deliberations and that it be brought back for a second reading on the March 24, 2020 Council agenda. On vote the motion carried (6-0-0-0).

Action Items:

Resolution 2020-06 Providing for Remote Participation in Public Meetings: Administrator Brazel presented the staff report and said a revised resolution has been distributed for approval following review by the City Attorney. The revised resolution includes language that is in accord with the guidance issued in the State Attorney General's memorandum for remote participation issued earlier this year. The resolution allows for remote participation in the case of emergency or unforeseen events and is not intended for day-to-day use.

Councilmember Jorstad asked if there is concern about placing limits around how many meetings could be attended remotely. Administrator Brazel said this resolution requires remote attendance is connected to an emergency event.

City Clerk Pugh said a more formal policy for remote participation can be brought back for consideration as part of the Council's Rules of Procedure.

Discussion ensued and Councilmember Tageant said he likes the idea of being able to remote into meetings when appropriate, and Councilmember Ewing liked the Mayor remoting into the workshop meeting while he was on military leave.

City Attorney Rubstello said remote participation in meetings is not uncommon. Responding to Councilmember Petershagen's question, Attorney Rubstello reminded of tonight's action when the Council ratified the Mayor's Proclamation declaring an emergency.

Councilmember Daughtry commented the Mayor or Mayor Pro Tem should be able to declare a state of emergency.

MOTION: Moved by Councilmember Tageant, seconded by Councilmember Daughtry, to adopt Resolution 2020-06 Amending the Rules of Procedure for City Council and City Boards and Commissions to Allow for Remote Participation of Councilmembers and Board and Commission Members at Public Meetings During a Declared Emergency as declared by the Mayor or Mayor Pro Tem. On vote the motion carried (6-0-0-1).

Resolution 2020-01 Adopting 2020 Comprehensive Plan Docket: Director Wright presented the staff report and summarized items on the comprehensive plan docket including waterfront residential zoning. The docket includes standard updates for the capital facilities plan, the school district comprehensive plan is being updated this year and those updates will need to be integrated by reference, any procedural amendments, map amendments. Director Wright added it is an appropriate time to revisit the zoning of the downtown subarea plan in light of properties that have been purchased adjacent to the boat launch. He added there are no current citizen-initiated applications. Director Wright clarified which properties are included in the rezoning of the downtown subarea plan in response to Councilmember Daughtry's question.

MOTION: Moved by Councilmember Daughtry, seconded by Councilmember Jorstad, to adopt Resolution 2020-01 Adopting 2020 Comprehensive Plan Docket. On vote the motion carried (6-0-0-1).

Resolution 2020-05 Adopting the Reimbursement for the Acquisition of Public Works Equipment: Finance Director Barb Stevens presented the staff report and explained this resolution allows the city to reimburse itself for funds expended before the financing for the upcoming purchase of the vector is in place. Public Works has located the vector truck they wish to purchase using a lease/purchase option over a five-year period. The seller financing was quite a bit more costly and approximately \$30,000 is saved by using the Washington State Treasurer's Office local program. The request for approval of purchase will be brought back at a later date, as will a budget amendment.

Discussion ensued regarding financing the entire \$500,000 or paying \$100,000 outright and financing \$400,000. Director Stevens commented the financing rate is very low through the state program and the funds come from Surface Water Management.

MOTION: Moved by Councilmember Tageant, seconded by Councilmember Jorstad, to adopt Resolution 2020-05 Adopting the Reimbursement to the City of Lake Stevens from the Proceeds of Tax-Exempt Financing of Debt for the Acquisition of Public Works Equipment Incurred Prior to Issuance of Such Financing. On vote the motion carried (6-0-0-1).

Discussion Items:

Facility Use Policy: Referencing the February 25, 2020 meeting minutes regarding use of facility of The Mill, Director Wright said he is requesting clear direction on how the Library might use this new facility. He suggested a separate agreement, outside of the public facility use policy, for the Library, recognizing its programs are a public benefit. The Library is requesting use of The Mill on some Friday afternoons into the evening and Saturday mornings. Some of the requested times, particularly Friday afternoons, will conflict with opportunities for prime-time rental of the venue. Director Wright recommended the teen program be moved to Thursdays or be finished by 4:00 p.m. on Fridays.

Discussion ensued with Councilmember Tageant agreeing the Library should use the facility, but that the City needs to be able to protect prime-time rental times. He suggested the Library should use the facility, but it should also find other places to host its programs.

Responding to Councilmember Ewing's question regarding ending Library programming by 4:00 p.m. on Fridays, Director Wright believes that is tight, but it could work.

Councilmembers Jorstad and Dickinson believe the Library is willing to be flexible with their scheduling and encouraged working with the Library to identify times that work for their programming and City needs.

Executive Session: At 8:31 p.m. Mayor Gailey announced an executive session to last 10 minutes to discuss potential litigation with no action to follow.

At 8:41 Finance Director announced the executive session was extended 5 minutes to 8:45 p.m.

At 8:46 p.m. the regular meeting of the City Council reconvened.

Adjourn:

Moved by Councilmember Daughtry, seconded by Petershagen, to adjourn the meeting at 8:46 p.m. On vote the motion carried (6-0-0-1).

Brett Gailey, Mayor

Kathy Pugh, City Clerk



This page left blank intentionally



LAKE STEVENS CITY COUNCIL
STAFF REPORT

Council Agenda Date: 24 March 2020

Subject: Vactor Truck Purchase

Contact		Budget	Approximately
Person/Department:	<u>Eric Durpos, Public Works Director</u>		\$110,000 per year for
		Impact:	<u>5 years</u>

RECOMMENDATION(S)/ACTION REQUESTED OF COUNCIL: **Authorize the Purchase of a Vactor Truck.**

SUMMARY/BACKGROUND:

In 2020 the City budgeted for the purchase of a new Vactor truck. The purchase was based on a 5-year lease purchase

APPLICABLE CITY POLICIES:

Council approves all purchases over \$150,000. The city piggy backed off of the NJPA Sourcewell Cooperative contract

BUDGET IMPACT: Approximately \$110,000 per year for 5 years.

ATTACHMENTS:

- ▶ Vactor 2100 specifications
- ▶ Photo of Vactor



Owen Equipment Presents a Proposal Summary
of the



2100 Plus

Combination Single Engine Dual Stage Sewer Cleaner with Hydrostatic Driven Vacuum System Mounted on a
Heavy Duty Truck Chassis

For

**City of Lake Stevens
2306 131 Ave. NE
Lake Stevens, WA 98258**

**New Demo #308 Vactor 2100i S/N: 18-07V-17620
2018 KW T880 Vin: 1NKZL70XXKJ252175**

Vactor Sourcewell NJPA Contract #122017-FSC

Peter Blaikie
Tel: 253-243-4665

List Summary

Order Qty	Part Number	Description
1	2112-SE2-PLUS	2100i Single Engine Fan, Dual Stage, 12 yrd Debris, Combo
1	2016P	Additional Water, 1300 Gal Total (12 yrd)
1	3002PSTD	Vacuum, Single Engine - Dual Stage Fan
1	5002PA	80 GPM/2500 PSI
1	009PSTD	Control Panel Box
1	011PSTD	Aluminum Fenders
1	012PSTD	Mud Flaps
1	014PSTD	Electric/Hydraulic Four Way Boom
1	016PSTD	Color Coded Sealed Electrical System
1	018PSTD	Remote Pendant Control With 35' Cord
1	019PASTD	Intuitouch Electronic Package
1	020PSTD	Double Acting Hoist Cylinder
1	025PSTD	Handgun Assembly w/35' x 1/2" Hose w/Quick Disconnects
1	026PSTD	Ex-Ten Steel Cylindrical Debris Tank
1	030PSTD	Flexible Hose Guide
1	032PSTD	(3) Nozzles with Carbide Inserts w/Rack
1	045PSTD	Suction Tube Storage - 4 Pipe
1	046PSTD	1" Nozzle Pipe
1	048PSTD	10' Leader Hose
1	1001PSTD	Flat Rear Door w/Hydraulic Locks
1	1005PSTD	Dual Stainless Steel Float Shut Off System
1	1024PSTD	Debris Body Vacuum Relief System
1	1031PSTD	Debris Deflector Plate
1	1033PSTD	60" Dump Height
1	2001PSTD	Low Water Alarm with Water Pump Flow Indicator
1	2011PSTD	3" Y-Strainer at Passenger Side Fill
1	2022PSTD	Additional Water Tank Sight Gauge
1	2023PSTD	Liquid Float Level Indicator
1	3019PSTD	Digital Water Pressure Gauge
1	4006PSTD	Front Joystick Boom Control
1	4010PSTD	Boom Hose Storage, Post for 5 x 5 Boom
1	5010PSTD	Rodder System Accumulator - Jack Hammer on/off Control w/ manual valve
1	5011PSTD	3" Y-Strainer @ Water Pump
1	5012PSTD	Performance Package
1	5015PSTD	Midship Handgun Coupling
1	5022PSTD	Side Mounted Water Pump
1	6005PDSTD	Digital Hose Footage Counter
1	6007PSTD	Hose Reel Manual Hyd Extend/Retract
1	6009PSTD	Hose Reel Chain Cover
1	6020PBSTD	Hydraulic Extending 15", Rotating Hose Reel, 1" x 800' Capacity
1	6017PSTD	Hydraulic Tank Shutoff Valves
1	7001PSTD	Tachometer/Chassis Engine w/Hourmeter
1	7003PSTD	Water Pump Hour Meter
1	7004PSTD	PTO Hour Meter

1	8000PSTD	Circuit Breakers
1	8025PSTD	LED Lights, Clearance, Back-up, Stop, Tail & Turn
1	9002PSTD	Tow Hooks, Front
1	9002PSTD	Tow Hooks, Rear
1	9003PSTD	Electronic Back-Up Alarm
1	S390ASTD	8" Vacuum Pipe Package
1	S560STD	Emergency Flare Kit
1	S590STD	Fire Extinguisher 5 Lbs.
1	1003P	Debris Body Washout
1	1008PA	6" Rear Door Knife Valve w/Camloc w/Port & Fixed Basket Screen, 6:00 position
1	1009PD	Full Rear Door Swinging Screen
1	1010PA	Pump Off Ports Only
1	1014P	Centrifugal Separators (Cyclones)
1	1015P	Folding Pipe Rack, Curbside
1	1015PA	Folding Pipe Rack, Streetside
1	1022P	Rear Door Splash Shield
1	1023P	Lube Manifold
1	1023PA	Plastic Lube Chart, included with Lube Manifold
1	1041P	Body-Up Alarm
1	2006P	Air Purge
1	3013PB	Vacuum, Vac on the Go for the Single Engine Fan
1	3020P	Digital Water Level Indicator
1	3021P	Debris Body Level Indicator
1	4014P	180 deg. 5 x 5 Extendable/Telescoping Boom
1	4011PB	Bellypack Wireless Controls with hose reel controls, 2-way communications, and LCD Display
1	4013PA	Rotatable Boom Inlet Hose, 5 x 5 Boom
1	5008PB	Cold Weather Recirculator, PTO Driven, 25 GPM
1	5015P	Handgun Couplers, Front and Rear
1	5021PC	Hydro Excavation Kit - Includes Lances, Nozzles, Storage Tray, and Vacuum Tubes
1	5023P	Fan Flushout System
1	6002P	600' x 1" Aeroquip Sewer Hose 2500 PSI in lieu of STD
1	6004PB	Hose Wind Guide (Dual Roller), Auto, Indexing with Pinch Roller
1	6014PA	2 High Pressured Hose Reels
1	6019P	Rodder Pump Drain Valves
1	6026P	Washington State DOT Legal Front Hose Reel
1	7005P	Hydraulic Oil Temp Alarm
1	8001PB	Rear Directional Control, Signal Master LED Arrow Stick, 8 Lights
1	8002PA	Waterproof, Rechargeable, Wireless, Handheld, LED Spot Light w/12V Charger and Plug
1	8020PE	Lighting Package, 6 Federal Signal Strobe Lights
1	8028P	Worklights (2), LED, 5 x 5 Boom
1	8029P	Worklights (2), LED, Rear Door
1	8029PA	Worklight, LED, Operators Station
1	8029PC	Worklight, LED, Curb Side
1	8030P	Hose Reel Wrapped for Delivery

1	9021PB	Camera System, Front, Rear and Both Sides
1	9023PA	Safety Cone Storage Rack - Post Style
1	9070PA	Toolbox, Front Bumper Mounted, 16 x 12 x 18 w/(2) LED Side Markers
1	9070PB	Long Handle Tool Storage
1	9071PE	Toolbox, Behind Cab - 16w 30h x 96d
1	9072PA	Toolbox, Driver Side Chassis Frame, 60w x 24h x 24d
1	9075PA	Toolbox, Driver Side Subframe, 60w x 20h x 12d
1	P112STD	Module Paint, DuPont Imron Elite - Sanded Primer Base
1	P124STD	Vactor 2100i Body Decal, Standard
1	LOGO-APPL.	Vactor/Guzzler Logos - Applied
1	500655B-30	Vactor Standard Manual and USB Version - 1 + Dealer
1	500655-30	1 Printed Full Vactor Manual
1	Chassis- Mod	Chassis Modifications Charges
Factory Price:		\$350,115.00

NJPA Sourcewell Discount:..... (\$10,503.45)

Vactor Total:....\$339,611.55

Open Market Items
Expired 2018 WSDOT Contract 01912 Pricing

2018 Kenworth T880, Tandem Axle, Automatic Transmission.....\$125,361.00

KW Chassis upgrades

ISX12 425HP Cummins Engine, Allison 4000RDS 6 Speed, 5.38 Gear Ratio, Aluminum Wheels, Sovereign Blue L0347EY.....\$11,589.00

KW Chassis current miles: 19,413.1

Cummins Engine Hours: 711.1

Vactor PTO Hours: 139.3 Fan Hours: 31.4

Standard new Vactor Warranty applies from date of purchase.
Kenworth Warranty will be extended for 1 year.

Delivery: \$4,600.00

Sub Total: \$481,161.55

*Special Demo Discount: (\$17,321.81)

Demo Discounted Sub Total: \$463,839.73

Sales Tax 10.3%: \$47,775.49

Total: \$511,615.22

Price valid for 30 Days from date of 2/12/2020

PROPOSAL DATE: 2/12/2020
QUOTE NUMBER: 2020-35317

Price List Date: 7/1/2018

PO NUMBER:

QTY: _____ Customer Initials: _____

PAYMENT TERMS:

PROPOSAL NOTES:

- 1. Multiple unit orders will be identical to signed proposal. Changes or deviations to any unit of a multiple unit order will requires a new signed proposal.
- 2. Chassis specifications and data codes for customer supplied chassis must be submitted to and approved by Vactor Manufacturing prior to submittal of customer purchase order
- 3. All prices quoted are in US Dollars unless otherwise noted.

SIGNED BY:

_____ Date: _____

LIMITED WARRANTY

Limited Warranty. Each machine manufactured by VACTOR/GUZZLER MANUFACTURING (or, "the Company") is warranted against defects in material and workmanship for a period of 12 months, provided the machine is used in a normal and reasonable manner and in accordance with all operating instructions. In addition, certain machines and components of certain machines have extended warranties as set forth below. If sold to an end user, the applicable warranty period commences from the date of delivery to the end user. If used for rental purposes, the applicable warranty period commences from the date the machine is first made available for rental by the Company or its representative. This limited warranty may be enforced by any subsequent transferee during the warranty period. This limited warranty is the sole and exclusive warranty given by the Company.

STANDARD EXTENDED WARRANTIES (Total Warranty Duration)

2100 Series, HXX, Series and Jetters

10 years against water tank leakage due to corrosion.
nonMettalic water tanks are covered for 5 yrs against any
factory defect in material or workmanship.

2100 Series and HXX only

5 years against leakage of debris tank, centrifugal compressor
or housing due to rust-through.

2100 Series and Jetters

2 years - VactorRodder Pump on all unit serial numbers
starting with 13##V####.

Exclusive Remedy. Should any warranted product fail during the warranty period, the Company will cause to be repaired or replaced, as the Company may elect, any part or parts of such machine that the Company's examination discloses to be defective in material or factory workmanship. Repairs or replacements are to be made at the selling Vactor/Guzzler distributor's location or at other locations approved by the Company. In lieu of repair or replacement, the Company may elect, at its sole discretion, to refund the purchase price of any product deemed defective. The foregoing remedies shall be the sole and exclusive remedies of any party making a valid warranty claim.

This Limited Warranty shall not apply to (and the Company shall not be responsible for):

1. Major components or trade accessories that have a separate warranty from their original manufacturer, such as, but not limited to, trucks, engines, hydraulic pumps and motors, tires and batteries.
2. Normal adjustments and maintenance services.
3. Normal wear parts such as, but not limited to, oils, fluids, vacuum hose, light bulbs, fuses, gaskets.
4. Failures resulting from the machine being operated in a manner or for a purpose not recommended by the Company.
5. Repairs, modifications or alterations without the express written consent of the Company, which in the Company's sole judgment, have adversely affected the machine's stability, operation or reliability as originally designed and manufactured.
6. Items subject to misuse, negligence, accident or improper maintenance.

NOTE The use in the product of any part other than parts approved by the Company may invalidate this warranty. The Company reserves the right to determine, in its sole discretion, if the use of non-approved parts operates to invalidate the warranty. Nothing contained in this warranty shall make the Company liable for loss, injury, or damage of any kind to any person or entity resulting from any defect or failure in the machine.

THIS WARRANTY SHALL BE IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, AND TO THE EXTENT PERMITTED, CONFERRED BY STATUTE, INCLUDING WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE AND ANY WARRANTY AGAINST FAILURE OF ITS ESSENTIAL PURPOSE, ALL OF WHICH ARE DISCLAIMED.

This warranty is in lieu of all other obligations or liabilities, contractual and otherwise, on the part of the Company. For the avoidance of doubt, the Company shall not be liable for any indirect, special, incidental or consequential damages, including, but not limited to, loss of use or lost profits. The Company makes no representation that the machine has the capacity to perform any functions other than as contained in the Company's written literature, catalogs or specifications accompanying delivery of the machine. No person or affiliated company representative is authorized to alter the terms of this warranty, to give any other warranties or to assume any other liability on behalf of the Company in connection with the sale, servicing or repair of any machine manufactured by the Company. Any legal action based hereon must be commenced within eighteen (18) months of the event or facts giving rise to such action.

The Company reserves the right to make design changes or improvements in its products without imposing any obligation upon itself to change or improve previously manufactured products.

GUZZLER

VACTOR

VACTOR/GUZZLER MANUFACTURING

1621 S. Illinois Street
Streator, IL 61364





This page left blank intentionally



LAKE STEVENS CITY COUNCIL
STAFF REPORT

Council Agenda

Date: 24 March 2020

Subject: Diking District #2 Interlocal Agreement

Contact

Person/Department:

Eric Durpos, Public Works Director

Budget

Impact:

\$30,000 per
year for 5
years

RECOMMENDATION(S)/ACTION REQUESTED OF COUNCIL: **Authorize the Mayor to sign Interlocal Agreement with Diking District #2**

SUMMARY/BACKGROUND:

The City and Diking District #2 have had an agreement in the past where the city helps pay the cost the District incurs to clean and maintain the conveyance system for storm water runoff. These funds will be used to clean the ditches and culverts adjacent to Sunnyside Blvd. which have a large amount of sand and silt that flow out of Lake Stevens and into the Districts service area. The City has been negotiating with the District for 3 years and have finally come to an agreement on a fair and equitable cost share. The cost share is based on 237 impervious acres times \$126.00 per acre which is consistent with other impact fees paid for under similar agreements. The annual cost predicted was approved in the City's 2020 budget.

APPLICABLE CITY POLICIES:

Council is to review and approve all interlocal agreements.

BUDGET IMPACT: \$30,000 per year for 5 years. Not to exceed \$150,000

ATTACHMENTS:

- ▶ Interlocal Agreement with Diking District #2
- ▶ DD #2 service area map

INTERLOCAL AGREEMENT
FOR ACCOMMODATING SURFACE WATER IN
Diking District No. 2
BY AND AMONG
City of Lake Stevens and Diking District No. 2

THIS AGREEMENT is entered into this _____ day of _____, 2020, by and among the DIKING DISTRICT NO. 2 of Snohomish County of the State of Washington (hereinafter the "District"), and the CITY OF LAKE STEVENS, a municipal corporation of the State of Washington (hereinafter the "City") pursuant to the Interlocal Cooperation Act, Chapter 39.34 Revised Code of Washington (RCW).

WHEREAS, development of upland areas adjacent to the District, some of which are within unincorporated Snohomish County, contributes storm and surface water into some portions of the District which are also within unincorporated Snohomish County, thereby increasing the total costs to the District for accommodating the incremental increases in storm and surface water drainage associated with such development; and

WHEREAS, the Lake Stevens urban growth area includes lands within unincorporated Snohomish County surrounding the corporate limits of the City and covers portions of the watershed draining to the District; and

WHEREAS; the City has recently annexed portions of the Lake Stevens urban growth area and is in the process of annexing additional portions of the urban growth area; and

WHEREAS, the District and the City, desire to execute an interlocal agreement whereby the City distribute service charges to the District to partially offset the incremental costs the District incurs in accommodating the drainage originating from upland development within the Snohomish WMA and the City;

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, it is agreed:

I.

Payment by City. The totally payments made to the District by the City, under this Agreement, shall not exceed **One Hundred Fifty Thousand Dollars (\$150,000)** over five years. The City shall provide the District funding in yearly installments in the amount of **Thirty Thousand Dollars (\$30,000.00)** to partially offset the District's costs attributable to drainage of property within the City and the Snohomish WMA. The payment shares of the City are based on its proportionate share of impervious area in the upland watershed draining to the District.

All amendments shall be by formal amendment to this Agreement, as described in Section XI of this Agreement

II.

Timing of Payments. The City shall make payments to the District by June 1 of each calendar year, except that in 2020, payment shall be made within thirty (30) days of the effective date of this Agreement.

III.

Use of Funds By District. The District shall use all funds distributed by the City under this Agreement only for the following purposes:

To pay all or any part of the cost and expense of maintaining and operating stormwater control facilities, to pay all or any part of the cost and expense of planning, designing, establishing, acquiring, developing, constructing and improving any of such facilities, or to pay or secure the payment of all or any portion of any issue of general obligation or revenue bonds issues for such purpose.

IV.

District Responsibilities. The District Board of Commissioners or its designee shall, within its geographical jurisdiction and boundaries, serve as administrator of the storm and surface water control activities for which funds are provided under this Agreement and, within such boundaries (excluding areas within the boundaries of the City and the Snohomish WMA) shall be solely responsible for obtaining all necessary permits and for compliance with all state and federal requirements related to such activities, including but not limited to the Endangered Species Act, 16 U.S.C. § 1531-1544, and the Clean Water Act, 33 U.S.C. § 1251.

V.

Annual Report. The District shall keep records of all expenditures made with money it receives from the City under this Agreement. On or before December 31 of each year, the District shall prepare and present to the City an annual report, covering the period from January 1 of that year to December 31, including copies of all receipts of expenditures made that year with money received from the City. All receipts and reports shall provide sufficient detail to show itemized equipment, materials and labor expenses, a description of work the work accomplished according to the purposes given in Section III, the location within the District, the share of the expenses apportioned to the City, as appropriate, and the amounts of unused funds.

VI.

Unused Funds. If, at the time of the annual report, the District has not used all of the funds given by the City that year, the District can retain those funds and use them in accordance with Section III (Use of Funds by District) at any time during the five-year term of this Agreement (until December 31, 2025). At the end of the five-year term, the District shall reimburse the City for money not spent in accordance with Section III.

VII.

Indemnity. The District shall hold harmless, indemnify and defend the City, its officers, elected and appointed officials, employees and agents, from and against any and all claims, actions, suits, liability, loss, expenses, damages and judgments of any nature whatsoever, including costs and attorney's fees in dense thereof, for injury, sickness, disability or death to persons or damage to property or business, caused by or arising out of the District's acts, errors or omissions in the performance of this Agreement; PROVIDED, HOWEVER, that the District's obligations hereunder shall not extend to injury, sickness, death or damage cause by or arising out of the sole negligence of the City, its officers, elected and appointed officials, employees or agents; PROVIDED FURTHER, that in the event of the concurrent negligence of the parties, the District's obligations hereunder shall apply only to the percentage of fault attributable to the District, its employees or agents.

If any claim, action or suit is filed against the City, the District agrees to waive its immunity under the Industrial Insurance Act, Title 51 RCW, for any injury or death suffered by the District's employees caused by or arising out of the District's acts, errors or omissions in the performance of this Agreement. This waiver is mutually negotiated by the parties.

VIII.

Effect. The parties agree that this Agreement shall not relieve them of any obligation, authority or responsibility imposed upon them by law.

IX.

Duration. This Agreement shall remain in force until December 31, 2025 unless earlier terminated as provided in Section X.

X.

Termination. This Agreement shall be terminated only upon mutual written consent of all the parties.

XI.

Amendment. This Amendment may be amended, altered, clarified, or extended only by written agreement of all parties and must be accomplished with the same formalities as are required for execution of this Agreement.

XII.

Contingency. The obligations of the City to make payments under this Agreement is contingent upon local legislative appropriation of necessary funds in accordance with applicable laws and City of Lake Stevens Municipal Codes.

XIII.

Severability. Invalidation of any of the provisions contained in this Agreement, or of the application thereof to any person, by judgment or court order, shall in no way affect any of the other provisions hereof or the applications thereof to any other person and the same shall remain in full force and effect.

XIV.

Complete Agreement. This agreement represents the entire integrated Agreement between the parties and supersedes all prior negotiations, representations or agreements, either written or oral.

XV.

Authority. The parties represent to each other that the persons executing this Agreement have authority to do so and to bind the parties hereunder.
IN WITNESS THEREOF, the undersigned parties have executed this Agreement on the day and year first above written.

DIKING DISTRICT NO. 2

By: Thomas M. Richardson
_____, CHAIRPERSON

By: Tom Richardson
_____, COMMISSIONER

By: Ruth Brandal
RUTH BRANDAL, COMMISSIONER

ATTEST:

By: _____

Approved as to Form Only:

By: Thomas M. Pops

Diking District No. 2 Attorney

LAKE STEVENS

The City of Lake Stevens, a Washington municipal corporation

By: _____

Name:

Title

Approved as to Form:

City Attorney





This page left blank intentionally



LAKE STEVENS CITY COUNCIL
STAFF REPORT

Council Agenda Date: March 24, 2020

Subject: Project #20001: 2020 Overlay Project

Contact / Department:	Eric Durpos	Budget	\$97,042.70
	Department of Public Works	Impact:	Incl. contingency

RECOMMENDATION(S)/ACTION REQUESTED OF COUNCIL: Award project# 20001: 2020 overlay project and approve public works contract with Granite Construction, Inc. in the amount of \$97,042.70 with an authorized administrative contingency of \$19,408.54 (20%) for a total amount of \$116,451.24 to Grind and overlay two sections of road within the city, one location at 99th Ave NE and Chapel Hill Road, and the second location at Mainstreet in front of the new pavilion building from 18th St. NE to N. Lake shore Drive.

SUMMARY/BACKGROUND:

Main Street is a pivotal road to our overall downtown beautification plan and the overlaying of it was not part of the scope of the North Cove Pavilion project contract. The overlay now can help complete the renovation of the North Cove Park/Pavilion Project.

99th Street and Chapel Hill was planned to be part of the 2019 overlay project, however due to budget constraints it was put on hold with the plan to incorporate it within the 2020 overlay budget.

The City followed the small works process and solicited bids from five contractors on March 13th, 5 bids were received with the lowest bid coming from Granite Construction, Inc. from Everett at \$97,042.70 and the highest bid came in from Cadman Materials, Inc from Redmond at \$144,657.99.

The contractor will begin construction within 10 days of contract award. Work is expected to be completed within 30 days for Main St. and within 60 days for 99th Ave and Chapel Hill Rd.

APPLICABLE CITY POLICIES: NA

BUDGET IMPACT: The pavement overlay budget for 2020 has been approved at \$400,000.00 These overlay sections shall account for \$116,451.24 of the budget including the \$19,408.54 (20%) administrative contingency. With the remainder to be applied to paving South Lake Stevens Road, and other miscellaneous pavement preservation projects.

ATTACHMENTS:

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

EXHIBIT A

SMALL PUBLIC WORKS CONTRACT (Under \$300,000)

THIS SMALL PUBLIC WORKS CONTRACT (“Contract”) is made and entered into this ____ day of March, 2020, by and between the City of Lake Stevens, Washington, a Washington State municipal corporation (“City”), and Granite Construction, Inc., a Washington corporation (“Contractor”)

WHEREAS, the City desires to accomplish certain public works entitled 2020 Overlay Project (the “Project”) having an estimated cost \$300,000 or less; and

WHEREAS, the City solicited written Bid Proposals for the Project.

WHEREAS, whereas the City received and reviewed written Bid Proposals for the Project, and has determined that Contractor is the lowest responsible bidder; and

WHEREAS, the Contractor and the City desire to enter into this Contract for the Project 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 2020 Overlay Project (“Project”) in accordance with this Contract and the incorporated Contract Documents specified in Section 2. The Project shall be completed no later than 30 days for Main St. and 60 days for 99th Ave from Notice of Award.

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. ☐ 2018 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. ☐ 2018 APWA Supplement General Special Provisions (referenced but not attached).
- G. ☐ City of Lake Stevens Engineering Standards (referenced but not attached)
- H. ☐ Addenda (**if any**)
- I. ☐ Payment and Performance Bond (attached).

- J. ☐ Retainage Bond (attached) (optional-see Section 5).

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.

Work shall not proceed under this Contract until the Contractor has met following conditions:

- A. Contract has been signed and fully executed by the parties.
- B. The Contractor has provided the City with the certificates of insurance required under Section 22.
- C. The Contractor has obtained a City of Lake Stevens Business License.
- D. 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 \$97,042.70 (ninety-seven thousand, forty-two dollars and seventy cents) 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 change 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.** Pursuant to RCW Chapter 60.28, a sum equal to five percent (5%) of the monies earned by the Contractor will be retained from payments made by the City to the Contractor under this Contract. This retainage shall be used as a trust fund for the protection and payment (1) to the State with respect to taxes imposed pursuant to RCW Title 82 and (2) the claims of any person arising under the Contract.

Monies retained under the provisions of RCW Chapter 60.28 shall, at the option of the Contractor, be:

1. Retained in a fund by the City; or
2. Deposited by the City in an escrow (interest-bearing) account in a bank, mutual saving bank, or savings and loan association (interest on monies so retained shall be paid to the Contractor). Deposits are to be in the name of the City and are not to be allowed to be withdrawn without the City's written authorization. The City will issue a check representing the sum of the monies reserved, payable to the bank or trust company. Such check shall be converted into bonds and securities chosen by the Contractor as the interest accrues.

At or before the time the Contract is executed, the Contractor shall designate the option desired. The Contractor in choosing option (2) agrees to assume full responsibility to pay all costs that may accrue from escrow services, brokerage charges or both, and further agrees to assume all risks in connection with the investment of the retained percentages in securities. The City may also, at its option, accept a bond in lieu of retainage.

Release of the retainage will be made sixty (60) calendar days following the Final Acceptance of the Project provided the following conditions are met:

1. A release has been obtained from the Washington State Department of Revenue.
2. Affidavits of Wages Paid for the Contractor and all Subcontractors are on file with the Contracting Agency (RCW 39.12.040).

3. A certificate of Payment of Contributions Penalties and Interest on Public Works Contract is received from the Washington State Employment Security Department.
4. Washington State Department of Labor and Industries (per Section 1-07.10 of the Standard Specifications) shows the Contractor is current with payments of industrial insurance and medical premiums.
5. All claims, as provided by law, filed against the retainage have been resolved.
6. If requested by the City, 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 occurs when the Public Works Director has determined that the Project is one hundred percent (100%) complete and has been constructed in accordance with the Plans and Specifications.

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 Contractor, 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 demonstrates 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.

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

1. Automobile Liability insurance covering all owned, non-owned, hired and leased vehicles. Coverage shall be written on at least as broad as Insurance Services Office (ISO) form CA Automobile 00 01 or a substitute form providing equivalent liability coverage. If necessary, the policy shall be endorsed to provide contractual liability coverage.

2. Commercial General Liability insurance shall be written on at least as broad as ISO occurrence form CG 00 01 and shall cover liability arising from premises, operations, stop gap liability, independent contractors, products-completed operations, personal injury and advertising injury, and liability assumed under an insured contract. The Commercial General Liability insurance shall be endorsed to provide the per project general aggregate limit using ISO form CG 25 03 05 09 or an equivalent endorsement

There shall be no e exclusion for liability arising from explosion, collapse or underground property damage. The City shall be named as an additional insured under the Contractor's Commercial General Liability insurance policy with respect to the work performed for the City using ISO Additional Insured endorsement CG 20 10 10 01 and Additional Insured- Completed Operations endorsement CG 20 37 10 01 or substitute endorsements providing at least as broad of coverage.

3. Workers' Compensation coverage as required by the Industrial Insurance laws of the State of Washington

4. ☐ Required. Builders Risk insurance covering interests of the City, the Contractor, Subcontractors, and Sub-contractors in the work. Builders Risk insurance shall be on a special perils policy form and shall insure against the perils of fire and extended coverage and physical loss or damage including flood, earthquake, theft, vandalism, malicious mischief, and collapse. The Builders Risk insurance shall include coverage for temporary buildings, debris removal and damage to materials in transit or stored off-site. This Builders Risk insurance covering the work will have a deductible of \$5,000 for each occurrence, which will be the responsibility of the Contractor. Higher deductibles for flood and earthquake perils may be accepted by the City upon written request by the Contractor and written acceptance by the City. Any increased deductibles accepted by the City will remain the responsibility of the Contractor. The Builders Risk insurance shall be maintained until final acceptance of the work by the City.

5. ☐ Required. Contractors Pollution Liability insurance covering losses caused by pollution conditions that arise from the operations of the Contractor. Contractors Pollution Liability insurance shall be written in an amount of at least \$1,000,000 per loss, with an annual aggregate of at least \$1,000,000. Contractors Pollution Liability shall cover bodily injury, property damage, cleanup costs and defense including costs and expenses incurred in the investigation, defense, or settlement of claims.

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

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

If the scope of services as defined in this contract includes the disposal of any hazardous materials from the job site, the Contractor must furnish to the City evidence of Pollution Liability insurance maintained by the disposal site operator for losses arising from the insured facility accepting waste under this contract. Coverage certified to the 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. City Full Availability of Contractor Limits.

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

F. Other Insurance Provisions.

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

G. Acceptability of Insurers.

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

H. Verification of Coverage.

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

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

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

I. Contractor's Insurance for Other Losses.

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

J. Subcontractors.

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

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

K. Waiver of Subrogation.

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

L. Notice of Cancellation of Insurance.

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

M. Failure to Maintain Insurance.

Failure on the part of the Contractor to maintain the insurance as required shall constitute a material breach of contract, upon which the City may, after giving five (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.

F. The Contract does not and shall not create or be construed to create any relationship, contractual or otherwise, between the City and any subcontractor or assignee. Nothing in the Contract shall create any obligation on the part of the City to pay or to assure payment of any monies due any subcontractor or assignee.

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 the Eric Durpos, Director of Public Works, and shall be administered for the Contractor by the Contractor's Contract Representative, [Mark Ottele]. 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: 425.334.1012

To Contractor

Granite Construction, Inc.
Attn: Mark Ottele
1525 E Marine View Dr.
Everett, WA 98201
Telephone: (425) 551-3100

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

GRANTIE CONSTRUCTION, INC.

By: _____
Mayor

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:

REQUEST FOR BIDS – SMALL PUBLIC WORKS – 35K TO 300K



REQUEST FOR BIDS

2020 Overlay Project

March 13, 2020

SCOPE OF WORK

The City of Lake Stevens is seeking informal bids from a qualified contractor to: grind, pre-level, overlay and re-stripe two (2) locations within the City. The first location being along 99th Ave NE for approximately 550 LF south of the intersection at Chapel Hill Road, the entire intersection and continuing north along 99th an additional 50 LF. The second location will be along Main Street from just South of the intersection at 18th St NE to the north end of the intersection at N Lakeshore Dr. for a total of approximately 500 LF.

BID INSTRUCTIONS & SUBMITTAL

Informal bids must be received by the City by **5:00 PM** on **March, 18th 2020** at City Hall located at 1812 Main Street, PO Box 257, Lake Stevens, WA 98258, in a sealed envelope or emailed to emangold@lakestevenswa.gov, and gkane@lakestevenswa.gov. Bids received after the deadline will not be considered.

Bid for "**20001 - 2020 Overlay Project**" must include everything necessary for completion of the work including, but not limited to, mobilization, materials, equipment, tools, labor, traffic control, delivery costs, insurance, and construction administration and management.

To be considered responsive, bids must be submitted with completed Statement of Bidder's Qualifications, List of Subcontractors, Bid Bond/Guarantee Form and a signed Bid Proposal Form, including Acknowledgement of Receipt of Addenda, if any.

BID PROCESS

The City will review bids immediately following the bid deadline and make public the bid results within two days. The contract will be awarded to the lowest responsive bidder. Non-responsive bids will not be considered. The City reserves the right to reject any and all bids.

PREVAILING WAGES

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

REQUEST FOR BIDS – SMALL PUBLIC WORKS – 35K TO 300K

Contractor shall comply with the prevailing wage and documentation requirements as set forth herein.

The date of effective prevailing wage rates is the bid date for this project. Contractor, including subcontractors, must file intent(s) and affidavit(s) of wages paid with the Washington State Department of Labor and Industries. Prevailing wage rates may be downloaded here: <https://fortress.wa.gov/lni/wagelookup/prvWagelookup.aspx>

PROJECT SPECIFICATIONS

2020 WSDOT Standard Specifications for Road, Bridge and Municipal Construction shall apply to this project.

FORCE ACCOUNT – RESOLVE UNANTICIPATED CONFLICTS

See Attachment H.

INQUIRIES:

Questions regarding this Request for Bids must be directed to:

Erik Mangold
Engineering Tech
emangold@lakestevenswa.gov
(425) 622-9443

TIME FOR COMPLETION OF WORK

Project at **Main St.** shall be completed within 30 calendar days of Notice to Proceed.
Project at **99th** shall be completed within 60 calendar days of Notice to Proceed.

PAYMENT

Payment shall be made by the City within 30 days of receipt of invoice in accordance with the terms of the Contract. Payments shall be subject to 5% retainage. Final payment will be made in accordance with the terms of the Contract.

WARRANTY

The contractor shall warrant that the materials and workmanship are free of defects for a period of 12 months after final acceptance of the entire scope of this contract. Any repairs/or replacement required during the warranty period shall be performed within 30 calendar days following notification by the City.

CONTRACT BOND OR PERFORMANCE BOND

The successful bidder will be required to make, execute, and deliver a good and sufficient bond equal to the amount of the full contract with a surety company as surety, conditioned that the successful bidder shall perform all the provisions of this contract and pay all laborers, mechanics, and subcontractors and material men and all persons who supply

REQUEST FOR BIDS – SMALL PUBLIC WORKS – 35K TO 300K

such person or personas, or subcontractors, with provisions and supplies for the carrying on of such work. This bond shall be filed with the City Clerk. The surety must agree to be bound by the laws of the State of Washington and subject to the jurisdiction of the State of Washington.

BUSINESS LICENSE:

Contractor is required to obtain a City Business License prior to performing work within the City.

INSURANCE

Contractor must provide a Certificate of Insurance listing the City of Lake Stevens as an additional insured with the limits included in Attachment E: Sample Small Works Contract.

NOT-COLLUSION AFFIDAVIT

That said person(s), firm, association, or corporation has (have) not, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with the project for which this proposal is submitted.

Furthermore, that the bid submitted herewith is a genuine bid and not a collusive or sham bid or made in the interest or on behalf of any person herein named and that the person, firm, association, joint venture, co-partnership, or corporation herein named, has not, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in the preparation and submission of a bid for consideration in the award of a contract for the improvement described in these documents.

The bidder further acknowledges that by signing this proposal, the bidder has agreed to the provisions of this Non-Collusion Affidavit.

BIDDERS CHECKLIST

1.14 BIDDER'S CHECKLIST

The bidder's attention is especially called to the following forms that must be completed in full as requested and submitted collectively as the Bid Proposal package.

- ☒ 1. **Statement of bidder's qualifications**
- ☐ 2. **List of Subcontractors**
- ☒ 3. **Bid Bond, certified check, or cashier's check**, in an amount not less than five (5%) percent of the total amount of the Bid Proposal.
- ☒ 4. **Notarized Power-Of-Authority for surety's agent to Execute Bid Bond**
- ☒ 5. **Statement of Intended Surety**, if bid bond deposit is not a surety bond.
- ☒ 6. **Acknowledgement of Receipt of Addenda (on Bid Proposal)**
- ☒ 7. **Bid Proposal Form** must be completed and signed.

The successful bidder shall execute and submit the following contract forms **within ten (10) calendar days of contract award**:

- ☐ 1. **Contract**
The successful bidder shall execute the Agreement in five counterparts.
- ☐ 2. **Contract Performance Bond**
To be executed by the successful bidder and the bidder's surety company.
- ☐ 3. **Evidence of Insurance**
Copy of policy and appropriate endorsements.
- ☐ 4. **Contractor's Declaration of Option for Management of Retained Percentage**
The successful bidder shall complete the attached form.
- ☐ 5. **Intent to Pay Prevailing Wage**
Washington State Department of Labor and Industries Form F700-029-000.

ATTACHMENT GLOSSARY

ATTACHMENT GLOSSARY

Required with Bid:

- ✓ A. Statement of Bidder's Qualifications
- B. List of Subcontractors
- ✓ C. Bid Bond/Guarantee Form
- ✓ D. Bid Proposal Form, Including Acknowledgement of Receipt of Addenda

Required at Contract Execution:

- E. Small Public Works Contract
- F. Performance and Payment Bond
- G. Contractor's Declaration of Option for Retained Percentage
- H. Force Account

Plans and Specifications:

- I. Plans and Specifications

ATTACHMENT A: STATEMENT OF BIDDERS QUALIFICATIONS

STATEMENT OF BIDDER'S QUALIFICATIONS

Name of Contractor Granite Construction Company

Address
Street 1525 E Marine View Dr

City Everett State WA Zip 98201

Contact Person Mark Ottele Phone (425) 551-3100

Contractor has engaged in the construction business under the present firm name indicated for the past 98 years.

Type of work generally performed by Contractor Heavy Civil, Asphalt Paving, Raods & Bridges

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

<u>SEE ATTACHED ✓</u>	<u>\$</u>
<u></u>	<u>\$</u>
<u></u>	<u>\$</u>
<u></u>	<u>\$</u>
<u></u>	<u>\$</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?

We have 208 Salaried Project Managers and 88 Superintendents that have been with Granite anywhere from 1-30+ years.

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: SEE ATTACHED ✓

If so, name the agencies and reasons therefore:

SEE ATTACHED ✓

ATTACHMENT A: STATEMENT OF BIDDERS QUALIFICATIONS

STATEMENT OF BIDDER'S QUALIFICATIONS (Continued)

Disposition of case, if settled: SEE ATTACHED ✓

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

572,672-04

Employment Security Department Number: 232166009

Washington State Dept of Licensing Contractor's Registration Number: GRANICC916DL

IRS Employer Number: 94-0519552

Or, if individual, Social Security Number: N/A

ATTACHMENT B: LIST OF SUBCONTRACTORS

LIST OF SUBCONTRACTORS

Subcontractors, whose dollar value of work exceeds either (a) 10% of the total project cost or (b) \$10,000.

	Subcontractor Name	Type of Work	Approx. Value
(1)			
(2)			
(3)			
(4)			
(5)			
(6)			
(7)			
(8)			

ATTACHMENT C: BID GUARANTEE

BID DEPOSIT

A Bid Deposit shall be made payable to the City of Lake Stevens in the amount of five percent (5%) of the Total Bid Amount(s) for all schedules, based upon the Lump Sum or Bid Schedule quantities at the unit prices, including applicable taxes, and in the form indicated below and on the following page.

- ☐ Cashier's Check
- ☐ Certified Check
- ☒ Bid Bond

Amount: \$ _____

Proposed Contract Performance Bond Surety

If the bidder is awarded a construction contract on this bid, the Surety who will provide the Contract Performance Bond will be SEE ATTACHED

Whose address is:

✓ SEE ATTACHED

Street _____

City _____

State _____

Zip Code _____

Phone: SEE ATTACHED

ATTACHMENT C: BID GUARANTEE

THIS PAGE LEFT INTENTIONALLY BLANK

ATTACHMENT C: BID GUARANTEE

DEPOSIT OR BID BOND FORM

DEPOSIT STATEMENT

Herewith find deposit in the form of certified check or cashier's check in the amount of \$ _____, which amount is not less than five percent of the total bid.

SIGN HERE _____ N/A

BID BOND

KNOW ALL MEN BY THESE PRESENTS:

That we, Granite Construction Company, as Principal,
and Travelers Casualty and Surety Company of America, as Surety, are held firmly
bound unto the CITY OF LAKE STEVENS, Washington, as Obligee, in the penal sum of ^{Five Percent (5%) of Bid Amount} _____ Dollars,
(5%) of Bid for the payment of which the Principal and the Surety bind themselves, their heirs, executors,
administrators, successors, and assigns, jointly and severally by these presents.

The condition of this obligation is such that, if the Obligee shall make any award to the Principal for
2020 Overlay Project, according to the terms of the bid made by the Principal therefore,
the Principal shall duly make and enter into a contract with the Obligee in accordance with the terms of
said proposal or bid and award and shall give bond for the faithful performance thereof, with Surety or
Sureties approved by the Obligee, or if the Principal shall, in case of failure to so do, pay and forfeit to
the Obligee the penal amount of the deposit specified in the call for bids, then this obligation shall be
null and void; otherwise, it shall be and remain in full force and effect, and the Surety shall forthwith pay
and forfeit to the Obligee, as penalty and liquidated damages, the amount of this bond.

SIGNED, SEALED, AND DATED THIS 16th DAY OF March, 20 20
Granite Construction Company

[Signature]
Principal

Travelers Casualty and Surety Company of America

[Signature]

Isabel Barron, Attorney-In-Fact

Surety

March 16, 20 20

Received return of deposit in the sum of \$ _____ N/A



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

ACKNOWLEDGMENT

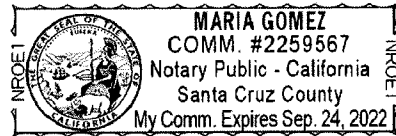
State of California
County of Santa Cruz

On March 16, 2020 before me, Maria Gomez, Notary Public
(insert name and title of the officer)

personally appeared Isabel Barron,
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are
subscribed to the within instrument and acknowledged to me that he/she/they executed the same in
his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the
person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.



Signature *Maria Gomez*
Maria Gomez, Notary Public

(Seal)



**Travelers Casualty and Surety Company of America
Travelers Casualty and Surety Company
St. Paul Fire and Marine Insurance Company**

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company are corporations duly organized under the laws of the State of Connecticut (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint **Isabel Barron** of **WATSONVILLE, California**, their true and lawful Attorney-in-Fact to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed, and their corporate seals to be hereto affixed, this **3rd day of February, 2017**.



State of Connecticut

City of Hartford ss.

By: 

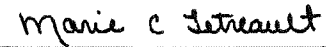
Robert L. Raney, Senior Vice President

On this the **3rd day of February, 2017**, before me personally appeared **Robert L. Raney**, who acknowledged himself to be the Senior Vice President of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

In Witness Whereof, I hereunto set my hand and official seal.

My Commission expires the **30th day of June, 2021**




Marie C. Tetreault, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, which resolutions are now in full force and effect, reading as follows:

RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

FURTHER RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

FURTHER RESOLVED, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

FURTHER RESOLVED, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, **Kevin E. Hughes**, the undersigned, Assistant Secretary of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which remains in full force and effect.

Dated this **March 16, 2020**




Kevin E. Hughes, Assistant Secretary

**To verify the authenticity of this Power of Attorney, please call us at 1-800-421-3880.
Please refer to the above-named Attorney-in-Fact and the details of the bond to which the power is attached.**

ATTACHMENT C: BID GUARANTEE

THIS PAGE LEFT INTENTIONALLY BLANK

ATTACHMENT D: BID PROPOSAL FORM

BID PROPOSAL FORM

TO: CITY OF LAKE STEVENS
1812 MAIN STREET
LAKE STEVENS, WA 98258

Pursuant to and in compliance with the Call for Bids, the Information for Bidders, and other documents relating to the **20001 – 2020 Overlay Project**, the undersigned has carefully examined the drawings and specifications, as well as the premises and conditions affecting the work, and hereby proposes to furnish all labor and materials and to perform all work as required for construction of the improvements in strict accordance with the contract documents, specifications, and drawings for the unit prices shown on the Bid Schedule.

By signing and submitting this Bid Proposal, the bidder swears and affirms that the following items are true.

Non-Collusion Affidavit

That said person(s), firm, association, or corporation has (have) not, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with the project for which this proposal is submitted.

Furthermore, that the bid submitted herewith is a genuine bid and not a collusive or sham bid or made in the interest or on behalf of any person herein named and that the person, firm, association, joint venture, co-partnership, or corporation herein named, has not, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in the preparation and submission of a bid for consideration in the award of a contract for the improvement described in these documents.

The bidder further acknowledges that by signing this proposal, the bidder has agreed to the provisions of this Non-Collusion Affidavit.

Non-Segregated Facilities

The bidder certifies that it does not now, nor will it for the duration of this contract, maintain or provide for its employees any segregated facilities at any of its establishments, and that it does not permit its employees to perform its services at any locations, under its control, where segregated facilities are maintained.

The bidder agrees that a breach of this certification will be a violation of the Equal Opportunity clause on any contract resulting from acceptance of this bid.

As used in this certification, the term "segregated facilities" means any waiting rooms, work areas, restrooms, and washrooms, restaurants, or other eating areas, time clocks, locker rooms or other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees which are segregated by explicit directive or are in fact because of habit, local custom or otherwise. The bidder agrees that except where it has obtained identical certification from proposed subcontractor prior to the award of subcontracts exceeding \$10,000, which are not exempt from the provisions of the Equal Opportunity clause, that it will retain such certifications in its files.

The penalty for making false statements in offers is prescribed in 18 USC 1001.

Anti-Discrimination Certification

The bidder hereby covenants, stipulates and agrees that no person shall be discriminated against in the bidding of the service and/or materials hereunder and that the bidder shall not refuse to hire any person therefore because of such person's race, creed, color or national origin, unless based on a bona fide occupational qualification. Also, the bidder will in no manner discriminate against any person because of such person's race, creed, color or national origin. Any such discrimination shall be deemed a violation of this bid and shall render this bid subject to forfeiture.

Bidder's Declaration and Understanding

If the undersigned bidder be notified of the acceptance of this bid within sixty (60) days of the time set for the opening of bids, it agrees to

ATTACHMENT D: BID PROPOSAL FORM

execute a contract for the above work bid in the form of the contract bound in these specifications and to provide a contract performance bond as required by the Contract Documents.

The undersigned bidder further agrees that the bid bond accompanying this bid shall be left in escrow with the Owner, and that the liquidated damages which the Owner will sustain by the failure of the undersigned bidder to execute and deliver the contract and performance bond will be equal to five percent (5%) of the total bid. If the undersigned bidder defaults in executing that contract and in furnishing the contract performance bond within ten (10) days of the date on the Notice of Award, then the bid guaranty shall become the property of the Owner.

If however, the Owner does not accept this bid or any part thereof within sixty (60) days of the time set for the opening of bids, or if the undersigned bidder executes and delivers said contract and surety bond, the bid guaranty shall be returned to the bidder.

Prevailing Wages

The prevailing rate of wages shall be paid to all workers, laborers, or mechanics per Chapter 39.12 RCW. See 2020 WSDOT/APWA Standard Specifications.

Washington State Sales Tax.

The Owner agrees to pay Washington State Retail Sales Tax to the bidder as an additional and separate pay item not included in the above unit-price bid items for all improvements, such as utility improvements, for which the Owner is not exempt from Washington State Retail Tax, as specified in Section 1-07.2 of the *Standard Specifications*.

The bidder agrees to include and pay all other state and local taxes within all appropriate unit bid prices, as specified in Section 1-07.2 of the *Standard Specifications*.

Completion Time and Liquidated Damages

The contract time for this project shall be set at **60 calendar days**, as defined in Section 1-08.5 of the 2020 WSDOT Standard Specifications.

ATTACHMENT D: BID PROPOSAL FORM

BID PROPOSAL

CITY OF LAKE STEVENS, WASHINGTON

Bid #.	Item Description	Unit	Quantity	Bid
1	<i>Mobilization</i>	LS	1	\$ 8,000.00
2	<i>99th - Planing Bituminous</i>	SY	1940	\$ 9,700.00 \$5.00/SY
3	<i>99th – HMA for Preleveling CL ½" PG 58h-22</i>	TON	70 (placeholder)	\$ 6,930.00 \$99.00/TN
4	<i>99th - 2" HMA CL ½" PG 58h-22 – 2" Thick</i>	TON	230	\$ 22,770.00 \$99.00/TN
5	<i>99th – Painted Line</i>	LF	1850	\$ 4,625.00 \$2.50/LF
6	<i>Main St. – Planing Bituminous</i>	SY	1785	\$ 8,925.00 \$5.00/SY
7	<i>Main St.– HMA for Preleveling CL ½" PG 58h-22</i>	TON	20 (placeholder)	\$ 1,980.00 \$99.00/TN
8	<i>Main St. - 2" HMA CL ½" PG 58h-22 – 2" Thick</i>	TON	200	\$ 19,800.00 \$99.00/TN
9	<i>Main St. – Painted Line</i>	LF	600	\$ 2,400.00 \$4.00/LF
10	<i>Adjust Existing Utilities/Monuments</i>	LS	1	\$ 2,400.00
111	Force Account - (Resolve Unanticipated Conflicts)	FA	1	\$ 1500.00
Total of Bid Items				\$ 89,030.00
Sales Tax (9%)				\$ 8,012.70
Bid Total				\$ 97,042.70

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.

IN WITNESS hereto, the undersigned bidder:

- Agrees to the conditions of this bid;
- Certifies that this bid has not been restricted, modified or conditioned;
- Acknowledges receipt of addenda 0 to 0;
- Attests to the absence of collusion in the Non-Collusion Affidavit above and agrees to be bound by its provisions;
- Certifies and agrees concerning non-segregated facilities in the Non-Segregated Facilities statement above;
- Covenants, stipulates and agrees in accordance with the Anti-Discrimination Certification above;
- Declares, accepts and understands in accordance with the Bidder's Declarations and Understanding above;
- Agrees as to Washington State Sales Tax as above;

ATTACHMENT D: BID PROPOSAL FORM

- 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 18th
day of March, 2020.

X Mf
Signature of bidder
Michael A. Stein
Printed Name
VP Washington Region
Title
Granite Construction Company
Company Name

Address at which to direct correspondence:

1525 E Marine View Dr
Everett, WA 98201
City State Zip
Phone: (425) 551-3100
Fax: (425) 551-3118
Email: bid.everett@gcinc.com
License No.: GRANICC916DL

The successful bidder will be required to execute a contract substantially in the form
attached as Attachment E.



**Granite Construction Company
List of Surety Agencies**

The Travelers Companies, Inc. – August 1, 2002 to Present

Travelers Casualty and Surety Company of America

Travelers Casualty and Surety Company

1 Tower Square

Hartford, CT 06183

Contact: Brien Bialaski, Vice President - (860) 277-1914

State of Incorporation: Connecticut

Ratings – AM Best: A++ XV; Moody's: Aa2; Standard & Poor's: AA

NAIC #: 31194, California License No.: 2444-8

CNA Financial Corporation – December 15, 2014 to Present

The Continental Insurance Company

Continental Casualty Company

151 North Franklin Street

Chicago, IL 60606

Contact: Samuel Ware, Underwriting Manager - (312) 822-1931

State of Incorporation: CIC – Pennsylvania; CCC - Illinois

Ratings – AM Best: A XV; Moody's: A3; Standard & Poor's: A

NAIC #: 35289, California License No.: 22707

Chubb Group of Insurance Companies – 1926 to Present

Federal Insurance Company

202B Hall's Mill Road,

Whitehouse Station, NJ 08889

Contact: Tina Hawkins, Underwriting Manager - (908) 903-3409

State of Incorporation: Indiana

Ratings – AM Best: A++ XV; Moody's: Aa2; Standard & Poor's: AA

NAIC #: 20281, California License No.: 0059-6

Agent Name and Address:

Alliant Insurance Services, Inc.

100 Pine Street, 11th Floor

San Francisco, CA 94111

(415) 403-1427

Contact: John D. Gilliland – Senior Vice President

License # 0G62759 Expiration 06/30/2021

Single Job Capacity: \$600,000,000. Aggregate Capacity: \$5,000,000,000.



GRANITE CONSTRUCTION COMPANY
MAJOR INCOMPLETE CONTRACTS
(In Thousands)

For the Period Ended December 31, 2018

Company	Job Type	Job	Projected Final Revenue Adjusted	Percent Complete	Backlog Amount	Owner/Receivable Address
00002	LP	408036 - SE CONNECTOR PH 2 CONST	158,445	99.07	1,472	REGIONAL TRANSPORTATION COMM
00002	LP	450469 - VR HWY 99 CMGC MAIN PACKAGE	132,698	95.97	5,342	CA DEPARTMENT OF TRANSPORTATION
00002	LJ	573599 - ADDICKS AND BARKER DAMS	75,285	70.84	21,951	THE UNITED STATES OF AMERICA
00002	LJ	640205 - SD NAVFAC PENDLETON INFTRY SQD	23,681	85.67	3,394	DEPARTMENT OF THE NAVY
00002	LJ	651446 - CALISTOGA HILLS RESORT-PHASE 1	21,566	74.98	5,397	CALISTOGA HILLS RESORT
00002	LJ	652565 - SR 28 SHARED USE PATH	37,033	92.20	2,889	NV DEPARTMENT OF TRANS
00002	LJ	658452 - PERMANENTE CREEK RANCHIO	15,363	69.19	4,734	201161 SANTA CLARA VALLEY WATER DISTRICT
00002	LJ	661503 - SD TURNER-PCL LAX MSC SITEWORK	75,476	67.79	24,309	TURNER-PCL, A JOINT VENTURE
00002	LJ	709215 - STERLING HWY MP 58-79	57,003	61.65	21,858	STATE OF ALASKA
00002	LJ	712264 - EVT M200 OMFE	33,472	56.35	14,610	HENSEL PHELPS CONSTRUCTION CO
00002	LJ	718442 - GATEWAY OF PACIFIC PHASE 1	6,940	79.22	1,442	TURNER CONSTRUCTION COMPANY
00002	LJ	730211 - EVT SWIFT GREEN LINE STATIONS	18,539	83.06	3,140	COMMUNITY TRANSIT
00002	LJ	730375 - I-80 BLACKROCK	36,678	24.62	27,646	UT DEPARTMENT OF TRANS
00002	LJ	742777 - KUCC SAD RECLAMATION 2	10,479	75.84	2,532	KENNECOTT UTAH COPPER
00002	LJ	773613 - VT C-DOT 07-301404 SP-LA CNTY	17,952	70.27	5,337	CA DEPARTMENT OF TRANSPORTATION
00002	LJ	779162 - PD EAFB IDIQ PAVING	7,023	64.49	2,494	WEST POINT CONTRACTORS INC
00002	LJ	781994 - SEWARD HWY MP 75-90	52,210	20.27	41,629	STATE OF ALASKA
00002	LJ	784130 - SAC_BUENA VUE CASINO	9,207	73.84	2,408	205527 SWINERTON BUILDERS
00002	LJ	787294 - HSIP-STERLING HWY MP 97-118	26,966	33.93	17,818	STATE OF ALASKA
00002	LJ	794898 - ELKO SPORTS COMPLEX PHASE 1	6,960	53.49	3,237	CITY OF ELKO
00002	LJ	795354 - PROJECT WILDCAT SITE WORK	14,907	81.89	2,700	RYAN COMPANIES INC
00002	LJ	795760 - UTA FIRST MILE LAST MILE	5,682	76.33	1,345	UTAH TRANSIT AUTHORITY
00002	LJ	801169 - N FREMONT BIKE/PED IMPR MTY	7,165	45.21	3,926	CITY OF MONTEREY
00002	LJ	802800 - WEN-MWH03 SFF AND SITE WORK	5,527	78.88	1,167	DPR CONSTRUCTION
00002	LJ	805426 - SB GUTIERREZ ST BRIDGE REPLACE	5,469	67.83	1,759	SANTA BARBARA, CITY OF
00002	LJ	807863 - SAC_RT 113 BONDED CONC OVERLAY	10,547	72.43	2,908	CA DEPARTMENT OF TRANSPORTATION
00002	LJ	810982 - MADISON STREET IMPROVEMENTS	6,976	47.47	3,665	CITY OF INDIO
00002	LJ	812563 - SAC_BUENA VISTA & COAL MINE RD	8,098	43.37	4,586	205527 SWINERTON BUILDERS
00002	LJ	812565 - FR_CAMPUS PARKWAY IN MERCED	28,741	51.09	14,058	214 MERCED, COUNTY OF
00002	LJ	813261 - AMATS: RABBIT CREEK ROAD	5,259	66.12	1,782	STATE OF ALASKA
00002	LJ	813548 - CN-111 GREENFIELD	6,815	38.12	4,217	CHEVRON SALT LAKE REFINERY
00002	LJ	813966 - DUBLIN BLVD WIDENING	6,037	23.94	4,591	CITY OF DUBLIN
00002	LJ	814163 - PROJECT HEN CIVIL & SANITARY	8,717	57.23	3,728	HOLDER CONSTRUCTION COMPANY
00002	LJ	814459 - SDCRAA REHAB CROSS TAXIWAYS	7,045	54.40	3,213	SAN DIEGO REGIONAL AIRPORT AUTHORITY
00002	LJ	814600 - BK TRCC23 BELLE TERRACE	32,247	9.64	29,139	CITY OF BAKERSFIELD
00002	LJ	814902 - UPRR COLTON TRANSFER TABLE	6,426	45.56	3,499	UNION PACIFIC RAILROAD
00002	LJ	815609 - CHARLESTON CORRIDOR PH 1 CONST	11,588	8.34	10,822	GOOGLE LLC
00002	LJ	816600 - WEN-MWH04 NS-QUINCY	12,751	39.74	7,684	CLAYCO INC
00002	LJ	818049 - MT VIEW CEMETERY PH1 OAKLAND	12,784	50.03	6,388	MOUNTAIN VIEW CEMETERY ASSOCIATION
00002	LJ	818428 - NAVFAC CORONADO REPAIR TAXIWAY	6,901	2.71	6,713	DEPARTMENT OF THE NAVY
00002	LJ	818429 - HP UCSD MESA PED BRIDGE	8,905	21.80	6,963	HENSEL PHELPS CONSTRUCTION CO
00002	LJ	819602 - PEDESTRIAN GRADE SEPARATION LV	16,543	22.26	12,861	CLARK COUNTY PUBLIC WORKS
00002	LJ	825173 - WHITTIER TUNNEL IMPROVEMENTS	11,406	13.25	9,895	STATE OF ALASKA
00002	LJ	825479 - PD PHOEBE SOLAR	17,091	22.31	13,279	FIRST SOLAR ELECTRIC INC
00002	LJ	831626 - FR_HWY I-5 NEAR HURON	13,046	0.22	13,017	CA DEPARTMENT OF TRANSPORTATION
00002	LJ	832465 - BARSTOW INTERIM INTERMODAL FAC	13,937	26.93	10,184	BNSF RAILWAY COMPANY
00002	LJ	834545 - NDOT 3739 US 50 CLEAR CREEK	7,673	0.26	7,653	NV DEPARTMENT OF TRANS
00002	LJ	834546 - BLM-COLLEGE WAY WIDENING	6,651	2.53	6,483	CITY OF MOUNT VERNON
00002	LJ	841434 - BK 09-365904 LONE PINE 136-395	5,781	0.05	5,778	CA DEPARTMENT OF TRANSPORTATION
00002	LJ	842209 - SB 2019 PAVEMENT MAINTENANCE	6,152	4.62	5,868	CITY OF SANTA BARBARA
00002	LJ	843620 - COT RRR PACKAGE NO 1	6,085	0.69	6,042	CITY OF TUCSON
00002	LJ	845677 - CT 05-1F7604 HWY 17 SCOTTS VLY	13,515	0.00	13,515	CA DEPARTMENT OF TRANSPORTATION
00002	LJ	846169 - NDOT 3745 SILVER SPRINGS	49,997	0.04	49,979	NV DEPARTMENT OF TRANS
00002	LJ	846796 - SDCRAA HYDRANT FUELING INFRAST	39,788	0.02	39,780	SAN DIEGO REGIONAL AIRPORT AUTHORITY
00002	LJ	848572 - SAC_SAC AIRPORT RUNWAY REHAB	28,544	0.00	28,544	2055 COUNTY OF SACRAMENTO AIRPORT
00002	LJ	850365 - PROJECT MUSTANG ONSIT	16,134	0.00	16,133	HOLDER CONSTRUCTION COMPANY
00002	LJ	852160 - HAFB RUNWAY REHAB	17,705	0.00	17,705	HHI CORPORATION
00002	LJ	853098 - FMI AM HWY 191 REALIGNMENT	11,342	0.00	11,342	FREEPORT MCMORAN CORPORATE
00002	LJ	856991 - PD RIO TINTO POND RETROFIT	5,202	0.00	5,202	211718 RIO TINTO MATERIALS
NON-JOINT VENTURE INCOMPLETE CONTRACTS			1,328,160		611,550	
00858	LP	739200 - I-64 HIGH RISE BRIDGE JV (50%)	409,730	14.56	350,055	VIRGINIA DEPARTMENT OF TRANSPORTATION
00859	LP	818300 - US-89 FARMINGTON - I-84 CM JV	14,801	41.32	8,685	UT DEPARTMENT OF TRANS
00002	LP	463886 - I-4 ULTIMATE (30%) REV	725,452	64.87	254,848	SKANSKA GRANITE LANE JV
00002	LP	506915 - PENNDOT RBRP REV(40%)	383,186	92.74	27,829	PENNSYLVANIA DEPARTMENT OF TRANSPORTATION
00002	LP	603106 - AZ-202 SOUTH MOUNTAIN REV(31%)	295,933	67.90	95,006	ARIZONA DEPARTMENT OF TRANSPORTATION
00002	LP	651353 - HART AIRPORT GUIDEWAY REV 33.3	289,657	36.46	184,051	HONOLULU AUTHORITY FOR RAPID TRANSPORTATION
00002	LP	700003 - GRAND PARKWAY PROJECT	268,687	7.57	248,357	GRAND PARKWAY INFRASTRUCTURE LLC
00002	LP	720438 - SOUTH CAPITOL BRIDGE REV (50%)	220,810	22.26	171,652	SOUTH CAPITOL BRIDGEBUILDERS
JOINT VENTURE INCOMPLETE CONTRACTS			2,608,255		1,340,483	
TOTAL INCOMPLETE CONTRACTS			3,936,414		1,952,034	



Granite Construction Company

2018 Completed Job Schedule Greater Than \$3 Million

Job ID	Name and Address of Owner	Name, Location of Project, and Kind of Work	Work Type Category	Prime or Subcontractor	Name of Contractor (if sub)	Owner Contact	Contract Amount	Actual Completion Date
641568	Bonville Power Administration PO Box 61409 Vancouver, WA 98666-1409	Midway-Moxee Line Rebuild Contract Number: 6057SC-GCCC/47470-22 Moxee, Washington Grading, stripping, excavation, hauling of crushed surfacing base and top course, quarry spalls, rip rap, MSDOT light rip rap, select pit run, 4" & 6" aggregate, 1 1/2" drain rock, and 1 1/2" switch yard rock.	Roads/Streets	Subcontractor	Wilson Construction Company PO Box 1190 Canby, OR 97013-1190	Bonville Power Administration P.O. Box 61409, Vancouver, WA. 98666-1409	\$3,312,449	5/18/2018
732216	City of Sunnyside 818 E. Edison Ave. Sunnyside, WA 98944-2206	Runway 7/25 Rehab & Taxiway Contract Number: HLA 15106 Sunnyside, Washington Cold milling and removing pavement, installing bituminous surface course, HMA, foundation rock.	Airports	Prime Contractor	N/A	Steven C. Szabert (509)966-7000 (C) (509)965-3800 (F) sszabert@HLACivil.com	\$3,091,146	10/2/2018
659866	Sound Transit 625 South 5th Street Seattle, WA 98104	N150 Northgate Station Contract Number: RTA/CN 0028-16 Seattle, Washington Construction of 2,500 LF of elevated guideway for light rail transit. Work includes 44 large diameter drilled shafts, (8 and 10), columns with flared capitals, mezzanine beams, straddle beams, reaction of 37 EA precast tub girders, and cast in place track slab.	Transit & Rail	Subcontractor	Absber Construction PO Box 280 Puyallup, WA 98372-7437	Lon Frederick (206) 396-5015 Fax: N/A lon.frederick@soundtransit.org	\$41,888,865	9/24/2018
768827	State of Washington Department of Transportation PO Box 47420 Olympia, WA 98504-0001	Binn Mt Baker Bst Contract Number: 9193 Mount Vernon, Washington Bituminous Surfacing on Structure Decks: removing and placing Hot Mix Asphalt or bituminous surface treatment directly on structure. Removing existing overlay from bridge decks, performing bridge deck repair, applying waterproof membrane, pavement repair, HMA paving, crack sealing, pavement markings.	PAVEMENT PRESERVATION	Prime Contractor	N/A	Chris Damilio, P.E. (360) 788-7400 (360) 788-7425 (F) damilio@wsdot.wa.gov	\$7,673,027	12/18/2018
782225	Clark County Public Works - All Over Clark County, Vancouver, Washington	2018 Clark County Overlay Contract Number: 370332 Clark County, WA 2018 HMA Overlays Various locations: Improvement of various county roadways by planing, pavement repair, over-excavation, roadway surface preparation, cleaning, sweeping, pre-leveling, tack coat, hot mix asphalt, 50,000 TMS asphalt patching and paving spread out over 20 different segments in Clark County. Milling, traffic control, electrical and utility adjustments asphalt paving.	PAVEMENT PRESERVATION	Prime Contractor	N/A	Brian Fisher 360-751-8897 brianf.fisher@clark.wa.gov	\$6,875,005	9/29/2018
681015	Google 4200 Columbia Road The Dalles, OR 97058	Siemens Crested Substation Contract Number: N/A The Dalles, Oregon Civil Site Work Foundation- Excavation for footings, duct banks, conduit, groundgrid. Placement of prefab buildings. Form/pour/strip of foundations, duct banks, transformer pads and thermal site grading and	Conventional	Subcontractor	Siemens Energy Management 7700 Siemens Road Wendell, NC 27591-8309	Dolf van Rensberg Phone: N/A Fax: N/A rudolf.van_rensberg@siemens.com	\$4,775,330	1/31/2018
686111	Port of Everett PO Box 538 Everett, WA 98201-1588	Port of Everett Terminal Rail Upgrades - Phase 2 Contract Number: MT-RS-2016-11 Arroyo Grande, California This project consisted of the following: Phase 2 of the Terminal Rail Upgrades, construction of approximately 1700 track feet for Siding D1, 1180 track feet for Siding D2, realignment of approximately 1140 track feet of existing track T115, including furnishing and installing three new turnouts and installing one Port-furnished turnout. Work under the project also included demolition of track, pavement and other items, relocation of underground utilities, construction of railroad tracks including new turnouts, paving and striping, security fence and gate relocation, and other misc. work.	Transit & Rail	Prime Contractor	N/A	Greg Dawsey / Port of Everett (425) 530-5222 Fax: N/A gdawsey@portofeverett.com	\$3,203,327	6/30/2018
718836	Harder Mechanical 2148 NE Martin Luther King Jr. Blvd Portland, OR 97212-3724	North Mist Expansion Project Contract Number: 257009 Oregon Excavation for footings, duct banks, conduit, groundgrid. Drilled piers. Rock placement and new road construction, site grading	Renewable	Subcontractor	Harder Mechanical SNC Lavalin - GENERAL	(NV) Natural	\$5,309,922	7/5/2018

2018 Completed Job Schedule Greater Than \$3 Million

Job ID	Name and Address of Owner	Name, Location of Project, and Kind of Work	Work Type Category	Prime or Subcontractor	Name of Contractor (if sub)	Owner Contact	Contract Amount	Actual Completion Date
797138	State of Washington Department of Transportation PO Box 47420 Olympia, WA 98504-0001	Van WSDOT SR 503 Spur Contract Number: 9229 Longview, Washington Improvement of SR 503 Rock Creek Road to Williams Road. Resurface nearly 18 miles of SR 503 between Northeast Rock Creek Road and SR 503 Spur in Cougar. Also resurface nearly 8 miles of the SR 503 Spur through Cougar to Beaver Bay Park from MP 17.24 to MP 19.59 in Clark County. By 1,224 TMs of pavement repair, 46,710 square yards of bituminous pavement and 4,555 TMs of paving with HMA construction of 72 ADA compliant sidewalks and curb ramp features, pedestrian signal modifications, pavement markings, bridge deck repair and miscellaneous work.	ROADS / HIGHWAYS	Prime Contractor	N/A	Susan Fell 360-905-2000 sfell@waddot.wa.gov	\$5,878,486	9/27/2018
797396	Everett, City Of 3200 Cedar Street Everett, WA 98201-4516	EA 2018 Everett Overlays Contract Number: 3667 Everett, Washington The construction of 16,446 tons of HMA, 2IN Thick on selected city streets, including grinding, utility	PAVEMENT PRESERVATION	Prime Contractor	N/A	Mike Kangas (425) 257-7731 mkangas@everetwa.gov	\$3,026,511	9/14/2018
800234	State of Washington Department of Transportation PO Box 47420 Olympia, WA 98504-0001	Van Leabutte Rd To 3rd Ave Contract Number: 9282 Camas, Washington Improvement of SR 500 from MP 17.24 to MP 19.59 in Clark County. By 1,224 tons of pavement repair, 46,710 square yards of planning bituminous pavement and 4,555 tons of paving with HMA, construction of 172 ADA compliant sidewalk and curb ramp features, pedestrian signal modifications, pavement markings, bridge deck repair and other work.	PAVEMENT PRESERVATION	Prime Contractor	N/A	Susan Fell 360-905-2000 sfell@waddot.wa.gov	\$3,089,181	11/14/2018

APPENDIX A

ARBITRATION/ LITIGATION FILED BY A PROJECT OWNER OR PRIME CONTRACTOR
AGAINST GRANITE CONSTRUCTION COMPANY WITHIN THE PAST FIVE (5) YEARS
(As of January 2020)

Work/payment issues over \$50,000 only.

START DATE	CASE & PROJECT NAME	DESCRIPTION	TRIBUNAL/CASE NO.	RESOLUTION
8/11/15	City of Sacramento v. TransSystems Corp., et al. (Intermodal Transport Center)	Breach of contract, breach of warranty, and negligence	Sacramento County Superior Court, CA 34201500179619	8/18 – Global settlement

GRANITE CONSTRUCTION COMPANY
CERTIFICATE OF SECRETARY

RESOLVED, that, effective January 1, 2020 through December 31, 2020, the individuals named on the attached Exhibit 1 are authorized to negotiate, execute and/or attest electronic and paper documents and contracts necessary for the conduct of the Company's affairs with respect to the submission and execution of construction project bids, bid proposals, bid addenda and all other bid-related documents prepared and submitted on behalf of the Company not to exceed \$25 million, relating to any and all domestic construction projects arising out of the Company's operations.

RESOLVED, that, effective January 1, 2020 through December 31, 2020, the individuals named on the attached Exhibit 2 are authorized to negotiate, execute and attest electronic and paper documents and contracts necessary for the conduct of the Company's affairs with respect to the submission and execution of construction project bids, bid proposals, bid addenda and all other bid-related documents prepared and submitted on behalf of the Company not to exceed \$75 million, relating to any and all domestic construction projects arising out of the Company's operations.

RESOLVED FURTHER, that the authority provided for herein shall be in accordance with applicable policies, procedures and limits of authority previously approved and the Granite Construction Incorporated Delegation of Authority and Policy then in effect.

I, M. Craig Hall, do hereby certify that I am duly qualified as Secretary of GRANITE CONSTRUCTION COMPANY, a California corporation (the "Company"); that the foregoing is a true and correct copy of resolutions duly adopted effective January 1, 2020 by unanimous written consent of the Executive Committee of the Board of Directors, held without a meeting in accordance with the provisions of Article III, Section 9 of the Bylaws of the Company; that the Directors acting were duly and regularly elected; and that the resolution adopted has not been modified or repealed and is still in full force and effect.

Dated: January 1, 2020

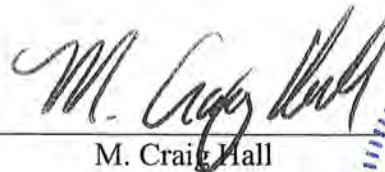

M. Craig Hall



EXHIBIT 1

AUTHORIZED SIGNERS
Granite Construction Company
Northwest Group
Washington Region

AUTHORIZED SIGNERS

Michael A. Stein, VP Washington Region
Cevin Ladwig Sr., Eastern WA Area Manager
Paul Harding, Southwest WA/OR Area Manager
Boudrey J. Smith, NW Washington Area Manager
Jeremy Deemer, Construction Manager
Nicholas Gerritsen, Construction Manager
Sonny Chavez, Regional Controller
Travis Walken, Chief Estimator
Grant Youngren, Senior Estimator
J. Peter Welch, Senior Estimator
James A. Prouty, Senior Estimator
Phil Meenach, Senior Estimator
James Gartside, Senior Estimator
Shane Berrett, Plants Manager
Andrew B. Thompson, Project Manager
Allen Chatriand, Project Manager
Jason Halverson, Project Manager
Cory Bell, Project Manager
Cody Rettke, Project Manager
Keith Majors, Material Sales Manager

ATTESTORS

Michael A. Stein, VP Washington Region
Cevin Ladwig Sr., Eastern WA Area Manager
Paul Harding, Southwest WA/OR Area Manager
Boudrey J. Smith, NW Washington Area Manager
Jeremy Deemer, Construction Manager
Sonny Chavez, Regional Controller
Nicolas Gerritsen, Construction Manager
Travis Walken, Chief Estimator
Grant Youngren, Senior Estimator
J. Peter Welch, Senior Estimator
James A. Prouty, Senior Estimator
Phil Meenach, Senior Estimator
James Gartside, Senior Estimator
Shane Berrett, Plants Manager
Andrew B. Thompson, Project Manager
Jason Halverson, Project Manager
Cody Rettke, Project Manager
Brynna Bennett, Estimating Assistant
Laurie Fuller, Estimating Assistant
John Newby, Estimating Assistant
Heather Young, Estimator
Keri Lee Gross, Office Manager

EXHIBIT 2

AUTHORIZED SIGNERS
Granite Construction Company
Northwest Group

AUTHORIZED SIGNERS
Brian Dowd, VP Nevada Region
Jason Klaumann, VP Utah Region
Derek Betts, VP Alaska Region
Todd A. Hill, VP Arizona Region
Michael A. Stein, VP Washington Region
Bradly Estes, VP Construction Materials

NOTE:
Work in shaded areas to be: 2" grind, pre-level
where needed, 2" HMA Overlay and re-stripe.
The City will retain millings from the road.



99th Ave SE & Chapel Hill Road



Main Street

P:\PUBLIC WORKS\PROJECTS\ACTIVE PROJECTS\20001 - 2020 PAVEMENT OVERLAY\300 DESIGN PHASE\320 CAD FILES\20001_PROJECT OVERVIEW.DWG - EMANGOLD (3/13/20)

NO.	DATE	APRVD	REVISION
PLANS ISSUED FOR:			
BID			CONST
ACTION:	DATE	APRVD	ACTION: DATE APRVD ACTION: DATE APRVD



Designed By:
G. KANE
Inspected By:
W.O. No.:



CITY OF LAKE STEVENS
PUBLIC WORKS
DEPARTMENT

Exhibit A

2020 Overlay Project

Drawing No.
XX
Sheet No.
Of Total

EXHIBIT B
Bid Summary Table

1. Granite Construction, Inc. – Final Bid: \$97,042.70
2. Northshore Paving, Inc. – Final Bid: \$113,846.69
3. Lakeside Industries, Inc. – Final Bid: \$123,894.85
4. Quilceda Paving, Inc. – Final Bid: \$126,153.60
5. Cadman Materials, Inc. – Final Bid: \$144,657.99



LAKE STEVENS CITY COUNCIL
STAFF REPORT

Council Agenda Date: March 24, 2020

Subject: Project # 18008: 20th St SE Phase II – Segment I – Award of Contract to SRV

Contact / Department:	Eric Durpos – PW Director	Budget	\$5,853,700
	Grace Kane – City Engineer	Impact:	<u>Incl. contingency</u>

RECOMMENDATION(S)/ACTION REQUESTED OF COUNCIL: Award Project # 18008: 20th St SE Phase II – Segment I to SRV Construction Inc. and approve Public Works Contract with SRV Construction, Inc. in the amount of \$4,878,083.10 with an authorized administrative contingency of \$975,616.90 (20%) for a total amount of \$5,853,700.

SUMMARY/BACKGROUND:

The project involves grinding and overlaying 20th Street SE while widening the existing three lane section to a five-lane section with a dedicated left turn lane at the intersection of 83rd Avenue SE and a two-way left turn lane along 20th Street SE for the remainder of the corridor. Sidewalks will be included on both sides of the road. Structural earth walls, stormwater conveyance, and stormwater facilities will also be constructed. Street lighting improvements will be coordinated with Snohomish County PUD and the span wire signal system on the north leg of 20th Street SE and 83rd Avenue SE will be replaced with steel poles and mast arms.

TIB has authorized \$4,176,842 towards the construction of this project. The remainder of the costs (\$1,676,858) will be paid for by proceeds from property sales along the 20th Street SE corridor and local funds, which was within the approved budget (\$8,043,300) for this project. The Construction Management Services is not included in \$5,853,700.

The city issued a Request for Bid on February 11, 2020 and opened bids on March 10th, 2020. Seven (7) responsive bids were received, with the lowest responsive bid coming from SRV Construction, Inc. from Anacortes at \$4,878,083.10 and the highest responsible bid from Granite Construction at \$6,436,266. The engineer's estimate for this project was \$7,037,672.

APPLICABLE CITY POLICIES: NA

BUDGET IMPACT: \$5,853,700 including \$975,616.90 (20%) administrative contingency is within the approved 2020 Budget. Approved amount for this project was \$8,043,300.

ATTACHMENTS:

- ▶ Exhibit A: Public Works Contract
- ▶ Exhibit B: Bid Summary Table

PUBLIC WORKS CONTRACT

This Contract is made and entered into in duplicate this ____ day of _____, 2020 by and between the City of Lake Stevens, a non-charter code city of the State of Washington, hereinafter referred to as “the City”, and SRV Construction, Inc., a Washington corporation ("Contractor")

WITNESSETH:

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

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

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

1. Scope of Work.

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

18008-20th St SE Phase II – Segment 1 Project

in accordance with and as described in

- A. this Contract, and
- B. the Project Manual, which includes the attached plans, Specifications, Special Provisions, submittal requirements, attachments, addenda (if any), Bid Form, Performance and Payment Bond, and
- C. the Standard Specifications for Road, Bridge, and Municipal Construction prepared by the Washington State Department of Transportation, as may be specifically modified in the attached Specifications and/or Special Provisions, hereinafter referred to as “the standard specifications”,
- D. City of Lake Stevens Engineering Standards (referenced but not attached)
- E. Addenda 1 & 2

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

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

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

- A. Time is of the essence in the performance of this Contract and in adhering to the time frames specified herein. The Contractor shall commence work within ten (10) calendar days after notice to proceed from the City and said work shall be physically completed within **160** working days after said notice to proceed, unless a different time frame is expressly provided in writing by the City.
- B. If said work is not completed within the time for physical completion, the Contractor may be required at the City's sole discretion to pay to the City liquidated damages as set forth in the Project Manual, for each and every day said work remains uncompleted after the expiration of the specified time.
- C. Termination of Contract.
 - 1. Except as otherwise provided under this Contract, either party may terminate this Contract upon ten (10) working days' written notice to the other party in the event that said other party is in default and fails to cure such default within that ten-day period, or such longer period as provided by the non-defaulting party. The notice of termination shall state the reasons therefore and the effective date of the termination.
 - 2. The City may also terminate this Contract in accordance with the provisions of Section 1-08.10 of the Standard Specifications.

3. Compensation and Method of Payment.

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

Following approval of the RFI and/or CCO, the Contractor shall submit the standard payment request form(s).

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

4. Independent Contractor Relationship.

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

5. Prevailing Wage Requirements.

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

6. Indemnification and Hold Harmless.

- A. The Contractor shall defend, indemnify, and hold harmless the City, its officers, officials, employees, and volunteers against and from any and all claims, injuries, damages, losses, or suits, including attorney fees, arising out of or in connection with the performance of this Contract, except for injuries and damages caused by the sole negligence of the City.
- B. The Contractor's duty to indemnify the City shall not apply to liability for damages arising out of bodily injury to persons or damage to property caused by or resulting

from the sole negligence of the City or its elected officials, agents, officers and/or employees.

- C. The Contractor's duty to indemnify the City for liability for damages arising out of bodily injury to persons or damage to property caused by or resulting from the concurrent negligence of (a) the City and/or its elected officials, agents, officers and/or employees, and (b) the Contractor and/or its directors, officers, agents, employees, consultants, and/or subcontractors, shall apply only to the extent of negligence of Contractor and/or its directors, officers, agents, employees, consultants, and/or subcontractors
- D. Should a court of competent jurisdiction determine that this Contract is subject to RCW 4.24.115, then, in the event of liability for damages arising out of bodily injury to persons or damages to property caused by or resulting from the concurrent negligence of the Contractor and the City, its officers, officials, employees, and volunteers, the Contractor's liability hereunder shall be only to the extent of the Contractor's negligence.

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

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

7. Insurance.

A. **Insurance Term.**

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

B. **No Limitation**

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

C. **Minimum Scope of Insurance.**

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

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

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

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

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

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

D. Minimum Amounts of Insurance.

The Contractor shall maintain the following insurance limits:

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

E. City Full Availability of Contractor Limits.

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

F. Other Insurance Provisions.

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

G. Acceptability of Insurers.

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

H. Verification of Coverage.

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

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

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

I. Contractor's Insurance for Other Losses.

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

J. Subcontractors.

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

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

K. Waiver of Subrogation.

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

L. Notice of Cancellation of Insurance.

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

M. Failure to Maintain Insurance

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

8. Compliance with Laws.

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

9. Non-discrimination.

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

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

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

10. Assignment and Subcontractors.

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

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

11. Contract Administration and Notices.

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

To City:

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

To Contractor

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

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

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

13. Severability

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

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

14. Non-Waiver.

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

15. Survival.

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

16. Authority.

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

17. Counterparts and Signatures.

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

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

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

CITY OF LAKE STEVENS

SRV CONSTRUCTION, INC.

By: _____
Brett Gailey, Mayor

By: _____
Krysta Verbarendse, Corporate Secretary

Attest:

Kathy Pugh, City Clerk

Approved as to Form:

Greg Rubstello, City Attorney

PERFORMANCE and PAYMENT BOND

Bond to the City of Lake Stevens

Bond # _____

KNOW ALL MEN BY THESE PRESENTS:

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

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

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

The conditions of the above obligation are such that:

WHEREAS, the City of _____ has let or is about to let to the said _____ the above bounded Principal, a certain contract, the said contract being numbered **18000**, and providing for **20th St SE Phase II – Segment 1** (which contract is referred to herein and is made a part hereof as though attached hereto), and

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

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

Signed this ____ day of _____, 20____.

By _____

By _____

Title _____

Title _____

Surety Address _____

Agent Address _____

Surety Contact and Phone Number _____

Agent Contact and Phone Number _____

ESCROW AGREEMENT for RETAINED PERCENTAGE

20th St SE Phase 2 – Segment 1, Project 18008

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

TO:

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

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

INSTRUCTIONS

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

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

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

CONTRACTOR

Federal Tax I.D. No. _____

By: _____

Title: _____

Address: _____

DATE: _____

CITY OF LAKE STEVENS

By: _____

Title: _____

DATE: _____

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

BANK

By: _____

Title: _____

Address: _____

DISTRIBUTION:

City Clerk
Financial Institution
Contractor
File Copy

Project Number: 18008
Project Title: 20TH ST SE PHASE II - SEGMENT I
Bid Opening: 3/10/2020

Engineering Estimate \$ 7,037,672.00

Bidders Name:

1 SRV Construction Inc.	\$ 4,878,083.10	Low Bidder
2 Seton Construction	\$ 4,908,496.65	
3 Thomco Construction	\$ 5,511,977.17	
4 Marshbank Construction	\$ 5,732,732.00	
5 Strider Construction	\$ 5,889,907.00	
6 Interwest Construction Inc.	\$ 5,942,638.20	
7 Granite Construction Company	\$ 6,436,266.00	
8 Trimaxx Construction(MISSING BID BOND)	\$ 6,845,916.80	Non-responsive - no bid bond was included

signifies correction to math errors



LAKE STEVENS CITY COUNCIL
STAFF REPORT

Council Agenda Date: March 24, 2020

Subject: Project # 18008: 20th St SE Phase II – Segment I – extend contract with Perteet

Contact / Department:	Eric Durpos – PW Director	Budget	\$225,000
	Grace Kane – City Engineer	Impact:	<u>Incl. contingency</u>

RECOMMENDATION(S)/ACTION REQUESTED OF COUNCIL: Authorize the Mayor to execute WSDOT Supplement 08 with Perteet, Inc. in the amount of \$195,280 with an authorized administrative contingency of \$29,720 (15%) for a total amount of \$225,000 and to extend the contract term to December 31, 2021.

SUMMARY/BACKGROUND:

The project involves grinding and overlaying 20th Street SE while widening the existing three lane section to a five-lane section with a dedicated left turn lane at the intersection of 83rd Avenue SE and a two-way left turn lane along 20th Street SE for the remainder of the corridor. Sidewalks will be included on both sides of the road. Structural earth walls, stormwater conveyance, and stormwater facilities will also be constructed. Street lighting improvements will be coordinated with Snohomish County PUD and the span wire signal system on the north leg of 20th Street SE and 83rd Avenue SE will be replaced with steel poles and mast arms.

This contract extension will allow Perteet to continue their design support on this project during construction to resolve unforeseen site-specific issues such as utilities conflicts, or other site changes. This corridor has a lot of underground/overhead utilities and new developments. Construction Management Services/Inspection is not included in \$225,000.

APPLICABLE CITY POLICIES: NA

BUDGET IMPACT: \$225,000 including \$29,720 (15%) administrative contingency is within the approved 2020 Budget, which was \$8,043,300 for the construction of the project.

ATTACHMENTS:

- ▶ Exhibit 1: WSDOT Supplement 08
- ▶ Exhibit 2: Perteet Scope and Fee


**Washington State
Department of Transportation**

Supplemental Agreement Number <u>8</u>		Organization and Address Perteet, Inc. 2707 Colby Avenue, Suite 900 Everett, WA 98201 Phone:	
Original Agreement Number LA 8543			
Project Number STPUS-2664(003)	Execution Date March 9, 2015	Completion Date December 31, 2021	
Project Title 20th Street S.E., Phase II	New Maximum Amount Payable \$1,073,696		
Description of Work See attached Exhibit "A", Scope of Services			

The Local Agency of City of Lake Stevens

desires to supplement the agreement entered in to with Perteet, Inc.

and executed on March 9, 2015 and identified as Agreement No. LA 8543

All provisions in the basic agreement remain in effect except as expressly modified by this supplement.

The changes to the agreement are described as follows:

I

Section 1, SCOPE OF WORK, is hereby changed to read:

See attached Exhibit "A"

II

Section IV, TIME FOR BEGINNING AND COMPLETION, is amended to change the number of calendar days for completion of the work to read: December 31, 2021

III

Section V, PAYMENT, shall be amended as follows:

These additional services will cause an increase in the maximum amount payable in the amount \$195,280 for a new maximum amount payable of \$1,073,696.

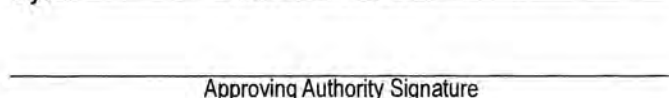
as set forth in the attached Exhibit A, and by this reference made a part of this supplement.

If you concur with this supplement and agree to the changes as stated above, please sign in the Appropriate spaces below and return to this office for final action.

By: Perteet, Inc.

By: City of Lake Stevens


Consultant Signature


Approving Authority Signature


Date

Exhibit "A"

Scope of Services
Supplement 8

20th Street SE Phase II - Design and Construction Support Services
(83rd Avenue SE to 91st Avenue SE)

March 2020

City of Lake Stevens



2707 COLBY AVENUE, SUITE 900
EVERETT, WA 98201
800.615.9900 | 425.252.7700

EXHIBIT B

Scope of Services
City of Lake Stevens
20th Street SE Phase II – Design and Construction Support Services
(83rd Avenue SE to 91st Avenue SE)
Supplement 8

INTRODUCTION

The purpose of this supplemental scope of services is to provide additional assistance to the City of Lake Stevens in design related activities prior to the pre-construction meeting and during construction.

State funds will be used for construction of the project. Right-of-way acquisition and certification has already been approved.

Designer's services shall be limited to those expressly set forth herein. If the service is not specifically identified herein, it is expressly excluded. Designer shall have no other obligations, duties or responsibilities associated with the project except as expressly provided in this Agreement.

Task 1 – Management/Coordination/Administration (Supplemented)

1.1 Project Management Administration

Provide additional project management administration regarding additional design services in the pre-construction phase assisting the City described below.

1.2 Project Coordination

Participate in additional project coordination conference calls and meetings with City staff related to the pre-construction services. Additional project coordination with the design team and City up to the pre-construction meeting with the Contractor is included in this subtask.

Deliverables:

- Project meeting agendas and notes
- Invoices and progress reports

Task 3 – Utility Coordination (Supplemented)

3.2 Utility Coordination

The Consultant will continue to provide coordination with utilities up through the pre-construction meeting. BPA, PUD Power, PUD Water, WAVE, Comcast, and Frontier will be coordinated with in conjunction with the relocation of PUD's poles prior to the roadway widening.

Items in this task shall include:

- Additional coordination with PUD required to route their overhead and/or underground facilities in accordance with BPA setback and access requirements, including site visits. Relocation of SCL poles east of the BPA poles will not be required.
- Additional coordination with PUD on luminaire placement in conjunction, including calculations, with its pole relocations. It is assumed that the City will coordinate with PUD on placement of any additional stand-alone luminaires required to meet coverage requirements.
- Coordinate on the schedule for relocation of PUD and Frontier poles if determined to be necessary.
- Coordination with WAVE Broadband for the relocation of three of their underground vaults to be relocated behind the proposed back of sidewalk. This includes reviewing their proposed relocation plan to check for conflicts with the adjacent proposed storm drainage improvements.

It is assumed that the incorporation of any BPA design or relocation into the contract documents is not included in this scope of services, nor is provision for surveying pole locations. It is also assumed that the City will prepare inter-local agency agreements between the City and BPA as necessary. Any relocation costs, including traffic control, will not be included in the City construction contract.

Deliverables:

- Meeting Notes
- PUD Pole Locations Exhibit (PDF)
- Proposed Alternative Lighting Locations Exhibit (PDF)

Task 4 – Environmental Documentation and Permits (Supplemented)

4.4 Critical Areas Study, Wetland Mitigation Plan, and Corps 404 Permitting

Provide additional coordination (emails, meetings) with the City of Lake Stevens for requested analysis of proposed wetland buffer revisions and impacts to permits. Services include review of code and ratings and strategy. The CAR will be revised in accordance with direction from the City. Coordinate work for revising buffer planting plan and determining buffer mitigation.

Assumptions:

- No permit revisions will be required.

Deliverables:

- Related correspondence by phone or email with City.

Task 8 – Drainage and Hydraulic Design (Supplemented)

8.6 Water Quality Treatment Calculations

Additional effort will be needed to account for the Bat Lane project currently being designed by HDR. Perteet will coordinate with HDR to determine the new impervious area and new pollution generating impervious area which

20TH STREET SE PHASE II (83RD AVENUE SE TO 91ST AVENUE SE)
Agreement with Pertect Inc.

March 12, 2020

will be sent to the detention pond. Modifications to the treatment wetland portion of the pond will also be needed.

Deliverables:

- Drainage Calculations (to be included in the Final Drainage Report)

8.7 Flow Control Calculations

Flow control calculations will be revised to accommodate the added low point in the road as part of the Bat Lane project. Flow control structure modifications will also be necessary.

Deliverables:

- Flow Control Calculations (to be included in the Drainage Report)

8.8 Pipe Conveyance Calculations

Storm pipe conveyance capacity calculations will need to be revised due to flow line changes along 20th street as a result of the Bat Lane widening project. The City also desires a new outfall location for the 20th street bypass conveyance system, instead of connecting directly to the existing catch basin in 20th. This will result in the need for additional pipe conveyance calculations.

Deliverables:

- Pipe Conveyance Calculations (to be included in the Drainage Report)

8.9 Hydraulic Report

Consultant will update the Final Drainage Report. Included will be updated water quality, flow control and pipe conveyance calculations associated with the addition of the BAT lanes project. Impervious area and catchment area figures in the report will also need to be updated.

Deliverables:

- Revised Full Hydraulic Report (updated Final Hydraulic Report) at Final PS&E (PDF copy)

Task 9 – PS&E (Supplemented)

The Consultant will provide additional design services for inclusion into the Final PS&E package.

9.3 Final PS&E

The Consultant will provide additional coordination with the City and HDR on the proposed BAT lane project extending west of 83rd Ave SE. The design will reflect channelization and widening revisions proposed by the BAT lane project, as well as modifications to the drainage layout to accommodate the widening. The City will continue to lead all coordination with the BAT lane project as well as with Snohomish County.

A final internal constructability review will be conducted prior to the pre-construction meeting. A record of comments received will be maintained. The Consultant will prepare a Design MEF.

Assumptions:

- The WSDOT 2020 standard specifications will be used. Updates to Amendments and GSPs will be included.

Deliverables:

- Updated electronic copy of the final plans (half size) in PDF format via e-mail
- Updated electronic copy of the opinion of cost summary submitted in PDF format via e-mail
- Updated electronic copy of the final bid documents Contract Specifications in accordance with the 2020 WSDOT Standard Specifications, including the Bid Schedule, submitted in PDF format via e-mail
- Design MEF (Word and PDF)

Task 11 – Construction Engineering Support (Supplement – New Task)

11.1 Project Administration (Construction Engineering Phase)

Provide additional project management administration (billing invoices, monthly progress reports) and coordination with City staff from the bid opening through project completion (assumed to be June 2021)

Deliverables:

- Progress Reports and Invoices (assume 16)

11.2 Utility Coordination Meetings (Construction Engineering Phase)

It is assumed that all utility coordination, meetings and conference calls during construction will be conducted by City staff. Perteet staff will participate as requested by the City.

Deliverables:

- Comments on meeting agendas and minutes (Word with tracked changes)

11.3 Engineering Support During Construction

At the City's request, the Consultant will provide construction design support to the City from bid opening through June 2021, including the following tasks:

11.3.1 Submittals, Site Visits and Field Directives

Provide design and engineering assistance to the City and its construction management team, as well as meet with the construction management team and/or the Contractor on site, as requested by the City. Assume up to six site visits. This may include, but is not limited to, assisting the City's Resident Engineer or the inspector with requests where field construction modifications or additions are requested. The designer will also provide responses to field directives, and provide plan sheet revisions for field directives, as requested by the Construction Engineer, up to the level of effort in the fee proposal (Assume 6 field directives). The designer will also provide

claims support to the City (assume 4), as requested by the Resident Engineer, up to the level of effort in the fee proposal.

Support for review of submittals and shop drawings will be limited to drainage items (Modular Wetlands, detention vaults) signal components, and retaining walls, specific to the special provisions to this project. Assume review of up to 10 submittals.

Coordinate with City on Corp permit mitigation, as requested. Preparation of new or additional permit documents are not included in this scope of services.

Deliverables:

- Notes from site visits (Word and PDF)
- Responses to Submittals (PDF and Word)
- Field Directive Drawings and Revisions (PDF)
- Claim Support (Word, Excel and PDF)

11.3.2 Project Coordination Meetings

Attend construction coordination meetings, including the pre-construction meeting, as requested at City offices. Effort for this subtask is limited to the hours in the fee worksheet. The City or City's representative will be responsible for meeting agendas and minutes. Assume up to 12 meetings.

Deliverables:

- Comments on meeting agendas and minutes (Word with tracked changes)

11.3.3 RFIs and Change Order Review

Assist with answering RFIs, as requested. Respond to minor design comments in the form of a Request for Information (RFI) to the level of effort specified in the fee proposal. Assume review of up to 20 RFIs or resubmitted RFIs. Significant revisions such as drainage system revisions, signal revisions and wall revisions, may be considered as additional services to be included in an additional Supplement.

Assist the City when change order documentation may be required to prepare change orders. Assume up to 4 change orders that do not require significant design revisions, up to the level of effort in the fee proposal.

Deliverables:

- Responses to RFIs or Resubmitted RFIs (Word and PDF)
- Change order documentation (Word, Excel and PDF)

11.3.4 Record Drawings

Prepare Record Drawings to be printed on 11"x17" half size plan sheets at the completion of construction. The City will review the submitted set of Record Drawings prepared and submitted by the Contractor to the City. The Consultant will not be responsible for the review of the red line record drawings provided to the Consultant for drafting. This will be performed by others prior to be given to the Consultant for preparation of Record Drawings.

The scope of services does not include preparation of a constructed MEF document.

20TH STREET SE PHASE II (83RD AVENUE SE TO 91ST AVENUE SE)

Agreement with Perteet Inc.

March 12, 2020

Services performed within this work element will be done only upon the request and direction of the City.

Deliverables:

- 11 X 17 Record Drawings (PDF)

Time for Completion

Work under this Supplement will be completed by June 30, 2021.

EXHIBIT 2



Project 20th Street SE Phase II - Design and Construction Support
Client City of Lake Stevens
PM Kurt Ahrensfield

Contract Start Date 4/27/2020
Contract End Date 6/21/2021
Contract Duration: 14 Months

Last Update date 3/13/2020
Periteet Project No. 20120176.001 s8

		Principal	Sr. Associate	Sr. Associate	Sr. Associate	Sr. Associate	Lead Engineer / Mgr	Lead Engineer / Mgr	Lead Engineer / Mgr	Lead Engineer / Mgr	Engineer I	Engineer I	Lead Technician/ Designer	Technician III	Construction Engineer III	Accountant	Total Hours	Labor Dollars	
Task	Billing Rate	\$84.13	\$74.50	\$68.75	\$67.00	\$71.00	\$52.00	\$47.00	\$47.00	\$44.00	\$30.50	\$31.50	\$46.00	\$33.50	\$34.62	\$32.75			
Preconstruction Design Assistance																			
Subtask 1: Project Management			8.00				4.00									4.00	16.00	\$935.00	
Subtask 3: Utility Coordination							20.00	8.00			6.00	6.00					40.00	\$1,788.00	
Subtask 4.4: Environmental Documentation and Permits - CAS, Wetland Mitigation			2.00			16.00											18.00	\$1,285.00	
Subtask 8.6: Conveyance Calcs				1.00					28.00				6.00				35.00	\$1,661.00	
Subtask 8.7: WQ Calculations				1.00					18.00				6.00				25.00	\$1,191.00	
Subtask 8.8: Flow Control Calculations				1.00					18.00				3.00				22.00	\$1,053.00	
Subtask 8.9: Drainage Report				2.00					20.00								22.00	\$1,078.00	
Addendum																			
Subtask 9.3: Final PS&E						12.00	14.00	8.00		20.00		20.00			4.00		78.00	\$3,604.00	
Total Preconstruction Design Assistance	0.00	10.00	5.00	0.00	28.00	38.00	16.00	84.00	20.00	6.00	26.00	15.00	0.00	4.00	4.00	4.00	256.00	\$12,594.00	
Task 11 - Construction Engineering Support																			
Subtask 11.1 Project Administration			48.00				48.00										12.00	108.00	\$6,465.00
Subtask 11.2 Utility Coordination and Meetings			24.00	12.00	12.00		24.00											72.00	\$4,665.00
Subtask 11.3.1 Submittals, Site Visits and Field Directives	4.00	40.00				8.00	110.00	90.00						40.00				292.00	\$15,175.00
Subtask 11.3.2 Project Coordination Meetings		36.00	18.00	12.00		36.00												102.00	\$6,596.00
Subtask 11.3.3 RFIs and Change Orders				40.00	40.00		80.00	80.00										240.00	\$13,350.00
Subtask 11.3.4 Record Drawings							8.00							40.00				48.00	\$1,756.00
Total Task 11 - Construction Engineering Support	4.00	148.00	70.00	64.00	8.00	306.00	170.00	0.00	0.00	0.00	0.00	0.00	0.00	80.00	0.00	12.00	862.00	\$48,006.00	
Expenses																			
Total Expenses	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	\$0.00	
Total Hours	4.00	158.00	75.00	64.00	36.00	344.00	186.00	84.00	20.00	6.00	26.00	15.00	80.00	4.00	16.00	1,118.00			
Total Dollars	\$337.00	\$11,771.00	\$5,156.00	\$4,288.00	\$2,556.00	\$17,888.00	\$8,742.00	\$3,948.00	\$880.00	\$183.00	\$819.00	\$690.00	\$2,680.00	\$138.00	\$524.00		\$60,600.00		

Expenses:	
Blueprints	40
Mileage - \$.575	575
Totals:	615

SUMMARY		
Direct Salary Cost		\$60,600.00
Overhead Cost	189.23 %	\$114,673.00
Fee 32%		\$19,392.00
Labor		\$184,665.00
Expenses		\$615.00
Subconsultants		\$0.00
CONTRACT TOTAL		\$195,280.00



LAKE STEVENS CITY COUNCIL
STAFF REPORT

Council Agenda Date: March 24, 2020

Subject: Zoning Code Updates – Consent Agenda

Contact Person/Dept: Russ Wright, Community Dev. Director

Budget Impact: none

RECOMMENDATION(S)/ACTION REQUESTED OF COUNCIL:

1. Approve Ordinance 1080 amending the city's zoning regulations.
-

Project Goals:

1. Define what new development can look like in standard subdivisions for properties within and outside city limits considering the current land supply;
2. Define innovative housing tools that will support more diverse neighborhoods with a mix of housing types; and
3. Define an infill toolbox for re-developable and partially used properties.

Background

This is a city-initiated code amendment to evaluate the city's zoning code and identify flexible and efficient standards to increase diversity in housing stock throughout the community and promote quality neighborhoods. This code amendment is responsive to House Bill 1923 to increase building supply within the city.

As part of this update staff worked with a Land Use Advisory Committee, representatives from Master Builders and other stakeholders to ensure that the changes result in projects that can be constructed as envisioned and meet the community's vision. The Planning Commission held a public hearing on February 19, 2020 and recommended approval of the proposed changes after discussion and considering public testimony. City Council held a hearing on March 10, 2020 and requested that minor changes be included in the final ordinance. All revised and reviewed sections in Ord. 1080 are highlighted.

- Broaden 14.48.085(a)(1) to provide more flexibility to determine an adjusted gross density.
- Review the garage setback footnote in Table 14.48-I. The footnote was not changed as it only sets a **minimum** setback to ensure adequate onsite parking.
- Update front setback to 20-feet and side setbacks to 10 total (no less than 5-feet one side) in the R6 zoning district.

ATTACHED:

1. Revised Ordinance 1080

ATTACHMENT 1

CITY OF LAKE STEVENS
LAKE STEVENS, WASHINGTON

ORDINANCE NO. 1080

AN ORDINANCE OF THE CITY OF LAKE STEVENS, WASHINGTON REVISING AND UPDATING CHAPTER 14.08 LSMC DEFINITIONS; REVISING LSMC 14.16C.080 PLANNED NEIGHBORHOOD DEVELOPMENTS; REVISING CHAPTER 14.36 LSMC ZONING DISTRICTS AND ZONING MAPS; REVISING PORTIONS OF CHAPTER 14.38 LSMC; REVISING TABLE 14.40-I TABLE OF PERMISSABLE USES BY ZONE; REVISING PORTIONS OF CHAPTER 14.44 LSMC SUPPLEMENTARY USE REGULATIONS; REVISING TABLE 14.76-I SCREENING REQUIREMENTS; REVISING PORTIONS OF CHAPTER 14.48 LSMC DENSITY AND DIMENSIONAL REGULATIONS; AND PROVIDING FOR SEVERABILITY SUMMARY PUBLICATION BY ORDINANCE TITLE AND AN EFFECTIVE DATE.

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

WHEREAS, The City Council has been reviewing updated zoning requirements for the city to accommodate missing middle housing and state changes made through House Bill 1923 that require cities to consider flexible tools to promote efficient and affordable housing options as reflected through the adoption of reduced minimum lot sizes, promoting duplexes and adding lot size averaging provisions; and

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

WHEREAS, on December 24, 2019, the City's SEPA Responsible Official complied with the State Environmental Policy Act (SEPA) by issuing a Determination of Nonsignificance (DNS) for the proposed amendments; and

WHEREAS, on December 19, 2019, the city submitted the proposed code amendments to the Department of Commerce for review (Submittal ID 2019-S-1048). No comments were received; and

WHEREAS, on February 19, 2020, the City held a duly noticed public hearing with the Planning Commission to discuss the proposed code updates and amendments; and

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

WHEREAS, on March 10, 2020, the City held a duly noticed public hearing with the City Council to review the proposed code updates and amendments; and

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

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

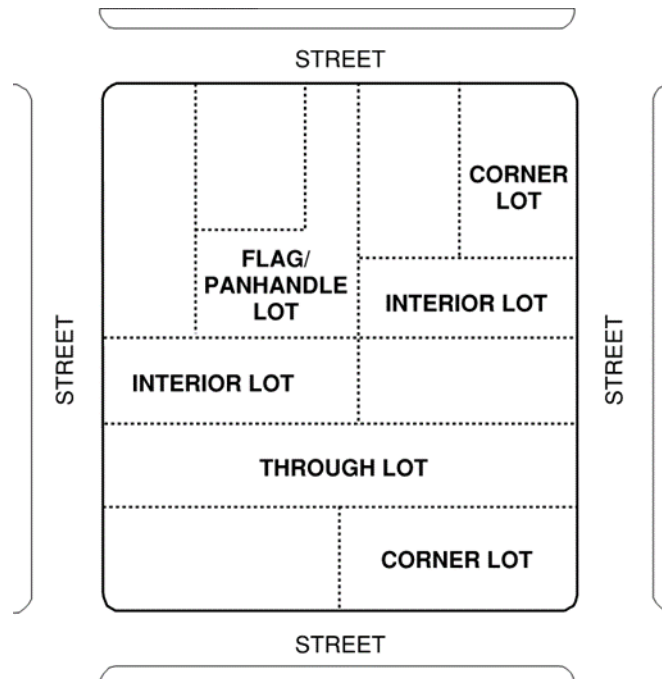
SECTION 1. The City Council hereby makes the following findings:

- A. This ordinance amending the City's municipal code changing zoning regulations was sent to the Washington State Department of Commerce for expedited review on December 19, 2019 as required by the Growth Management Act; no comments were received.
- B. The requirements of Chapter 14.16C.075 LSMC for land use code amendments have been met.
- C. As required by LSMC 14.16C.075(f), the adoption and amendment of codes are consistent with the Comprehensive Plan, comply with the Growth Management Act and serve to advance the public health, safety and welfare.
- D. Adoption of reduced minimum lot sizes and adding provisions for lot size averaging furthers the city's commitment to providing varied housing options pursuant to House Bill 1923.
- E. The Findings of Fact, Conclusions and Recommendation of the Planning Commission attached hereto is hereby approved and adopted by the City Council as its own **(Exhibit A)**.

SECTION 2. Chapter 14.08 LSMC – Definitions is hereby amended to include the new and revised definitions (all other sections remain unchanged):

- 1. Add definition for Adjusted gross density. The number of dwelling units divided by the net buildable area.
- 2. Revise definition for Cluster. A group of residential dwelling units arranged around usable open space or a common open area.
- 3. Revise definition for Cottage Housing Development. One or more groups of single-family dwelling units clustered around a common area and developed with a coherent plan, detached parking, common elements, and visually consistent landscaping and architecture for the site in accordance with Chapter 14.46 Part II Cottage Housing Development Standards.
- 4. Add definition for Fee Simple: a form of freehold ownership, a permanent and absolute tenure of an estate in land with freedom to dispose of it at will.
- 5. Add definition for Fourplex. A building containing only four dwelling units.
- 6. Add definition for Garden/Courtyard Apartment: A residential development that shares a landscaped courtyard. The structure or structures are arranged around a garden court with parking typically consolidated and located to the side or rear of the development.
- 7. Revise definition for Infill Development. The development or redevelopment of vacant or underutilized residential land that is surrounded by other development, utility easements or critical areas and buffers.
- 8. Under Lot, Add definitions and illustration as follows:
 - 1. "Corner lot" means a lot bounded on two adjacent sides by intersecting public streets.
 - 2. "Flag or panhandle lot" means a lot where the front and rear lot lines conform to zoning code requirements for lot dimensions and lot sizes except for the panhandle. The panhandle is a narrow strip of land which does not, itself, meet the full frontage or width requirements of a lot and will be utilized principally for access purposes from an improved public right-of-way.

3. “Interior lot” means a lot abutting only one street.
4. “Through lot” means a lot with frontage on two parallel or approximately parallel streets.



9. Add definition for “Lot area” means the total horizontal area within the boundary lines of a lot, excluding any access easements or panhandles.
10. Add definition for “Lot Width” means the horizontal distance between lot sidelines.
11. Add note Panhandle lot. See definitions under “lot”
12. Add definition for “Net buildable area” means gross land area, measured in acres, minus land area in roads, panhandle access and other rights-of-way, surface stormwater retention/detention/water quality facilities, existing easements that will remain, submerged lands, critical areas and buffers, regional utility corridors and land dedicated to the city.
13. Revise definition for Duplex. A building designed exclusively for occupancy by two families containing two dwelling units with separate entrances and sharing a common wall that may include side walls, floors or ceilings. Duplexes may be located either on one lot or on separate lots This definition does not include single-family dwellings within an approved accessory dwelling unit.
14. Add note, Through lot. See definitions under “lot”
15. Add definition for Triplex. A building containing three dwelling units.
16. Add definition for “Zero lot line development” allows single-family residences, sharing a common street frontage, to shift to one side of a lot. This means that the same side of each lot may have a zero or reduced setback.

SECTION 3. LSMC 14.16C.080 is hereby amended to read as follows:

14.16C.080 Planned Neighborhood Developments.

- (a) The purpose of this section is to allow a larger, integrated development with characteristics of up to three different zoning districts constructed under a single application.
- (b) Procedure. Planned neighborhood developments shall be reviewed in the manner and following the procedures established in Chapters 14.16A and 14.16B for a Type IV review.
- (c) Standards. The following standards shall be met:
 - (1) In a planned neighborhood development, the developer may make use of the land for any purpose authorized in a PND development in which the land is located, subject to the provisions of this title. No area of less than 10 contiguous, developable acres may be zoned as a PND district, and then only upon the request of the owner or owners of all the property intended to be covered by such zone.
 - (2) Each PND district shall include a medium density residential element, comprised of R4, R6 or R8-12 depending on the underlying zoning district. Within that portion of the PND zone that is developed for medium density residential purposes, all development must be in accordance with the regulations applicable to the medium density residential zoning district used in the PND.
 - (3) A second element of each PND district may include a Multi-Family Residential element corresponding to the zoning districts described in Sections 14.36.010(a)(5). Not more than 35 percent of the total area may be developed for higher density residential purposes. Within the portion of the PND developed for higher density residential, all development must be in accordance with the regulations applicable to the zoning district to which the PND district corresponds.
 - (4) A third element of each PND district may include a commercial element or mixed-use element corresponding to the Mixed Use, Local Business or Central Business District zoning districts. Not more than 10 percent of the total area may be developed for commercial purposes. Within that portion of a PND district developed for purposes permissible in a commercial district, all development must be in accordance with the regulations applicable to the commercial district to which the PND district corresponds.
 - (5) The plans for the proposed planned neighborhood development shall indicate the portions of the lot that the developer intends to develop for higher density residential purposes, medium density residential purposes, and commercial or mixed-use purposes. For purposes of determining the substantive regulations that apply to the planned neighborhood development, each portion of the development so designated shall then be treated as if it were a separate district. However, only one permit - a planned neighborhood development permit - shall be issued for the entire development.
 - (6) The nonresidential portions of any planned neighborhood development may not be occupied until all the residential portions of the development are completed or their completion is assured by any of the security mechanisms provided in Section 14.16A.180 (Security Mechanisms) to guarantee completion. The purpose and intent of this provision is to ensure that the planned neighborhood development procedure is not used, intentionally or unintentionally, to create nonresidential uses in areas generally zoned for residential uses except as part of an integrated and well-planned, primarily residential development.

SECTION 4. Chapter 14.36 is hereby amended to include the new and revised sections as follow (all other sections remain unchanged)

1. 14.36.010 Residential Districts Established.

- (a) The following residential districts are hereby established: R4, WR, R6, R8-12, MFR. Each of these districts is designed and intended to secure for the persons who reside there a comfortable, healthy, safe, and pleasant environment in which to live, sheltered from incompatible and disruptive activities that properly belong in nonresidential districts. Other objectives of some of these districts are explained in the remainder of this section.
 - (1) R4 – four dwellings per acre. The R4 single-family district is designed primarily to accommodate single-family detached residential uses and at medium densities of four to five dwelling units per net buildable acre with the potential of some density bonuses. Some types of attached and accessory residences may be allowed.
 - (2) The Waterfront Residential district (WR-4) is designed primarily to accommodate single-family detached residential uses at medium densities in areas adjacent to Lake Stevens and served by public water and sewer facilities.
 - (3) R6 – six dwellings per acre. The R6 single-family district is designed primarily to accommodate single-family detached residential uses at medium densities of six to seven dwelling units per net buildable acre with the potential of some density bonuses. Some types of attached and accessory residences may be allowed.
 - (4) R8-12 – eight to 12 dwellings per acre. The R8-12 residential zone is intended to achieve development densities of eight to 12 dwelling units per net buildable acre with the potential of some density bonuses. This zone allows for the development of single-family detached dwellings and attached townhomes.
 - (5) Multifamily Residential district is designed to accommodate attached residential uses at a minimum of 15 units per net buildable acre or more in areas served by public water and sewer facilities

2. 14.36.020 Commercial Districts Established.

- (a) The following commercial districts are hereby established: Business District, Commercial District, Central Business District, and Local Business. and Planned Business District. These districts are created to accomplish the purposes and serve the objectives set forth in the remainder of this section.
- (b) The Central Business District (CBD) is designed to accommodate a wide variety of commercial activities (particularly those that are pedestrian-oriented) that will result in the most intensive and attractive use of the City's Central Business District.
- (c) The Local Business (LB) zone is designed to accommodate commercial development along arterials to cater to commuters, or as a transition in some areas between a higher intensity zone (e.g., commercial, industrial, etc.) and a lower intensity zone (e.g., residential, park, etc.), or may provide for a smaller scale shopping center that primarily serves one neighborhood or area of the City.
- (d) The Planned Business District (PBD) is designed to accommodate commercial or mixed-use development, including supporting residential structures, generally similar to the types permissible in a Central Business District or Mixed Use zone. It is intended

that this zone be used on sites containing sensitive resources or other sites where, due to property-specific circumstances, detailed planning would benefit all property owners involved as well as the public by, among other things, allowing for comprehensive site planning and a transfer of densities among parcels in order to avoid impacts to sensitive resources.

- (e) The Business District (BD) is designed to promote community and regional employment and accommodate land uses such as corporate offices, general offices, research and development, medical clinics, public and civic uses, technology, and light manufacturing and assembly. This district should be located in areas with direct access to highways and arterials in addition to transit facilities, adequate public services and traffic capacity.
- (f) The Commercial District (CD) is designed to accommodate the high intensity retail needs of the community and regional market by attracting a mix of large to small format retail stores and restaurants to create a vibrant and unified regional shopping center. Transportation accessibility, exposure to highways and arterials with adequate public services and traffic capacity characterize this district.

3. 14.36.025 Mixed-Use Districts (New Section)

- (a) The following Mixed-Use Districts are hereby established Mixed Use (MU) and Mixed Use Neighborhood (MUN) to accommodate a mix of commercial and residential units at different intensities in transitional areas between commercial and residential areas.
- (b) The Mixed Use (MU) zone is designed to primarily accommodate a horizontally stratified mixture of residential and commercial uses. It is intended that this zoning classification be applied primarily as a transition or buffer zone between commercial or multifamily zones to residential districts.
- (c) The Mixed Use Neighborhood (MUN) zone is designed to accommodate higher density residential development in proximity to employment and retail centers and provide basic convenience goods and services in areas with available public services and adequate traffic capacities. This district would have a minimum density of 15 dwelling units per acre and create a transition between higher and lower intensity land uses.

4. 14.36.030 ~~Manufacturing~~ Industrial Districts Established.

5. LSMC 14.36.040 Planned Neighborhood Development Districts Established is repealed in its entirety.

6. Table 14.36-I Land Use Designation/Zone Compatibility Matrix

Table 14.36-I: Land Use Designation/Zone Compatibility Matrix

Zone	Comprehensive Plan Land Use Designation*												
	LDR	MDR	HDR	WR	D/LC	SRG	COM	MU	PBD	LI	GI	GIDA	P/SP
Suburban Residential R4		X											

Waterfront Residential		X		X									
Urban Residential R6		X					X						
High Urban Residential R8-12		X	X				X						
Multi-Family Residential			X										
Neighborhood Commercial	X	X	X										
Local Business					X		<u>X</u>						
Central Business District					X								
Mixed Use								X					
Planned Business District									X				
Sub-Regional Commercial						X							
Light Industrial										X	X		
General Industrial											X		
General Industrial with Development Agreement												X	
Public/Semi-Public	X	X	X	X	X	X	X	X	X	X	X	X	X
Subarea Zones													
Business District							X			<u>X</u>			
Commercial District							X						
Main Street District								X					
Mixed Use Neighborhood								X					

Neighborhood Business							X						
Miscellaneous Designations													
Floodplain and Floodway District	X	X	X	X	X	X		X	X	X	X	X	X
Shoreline Environment Designation	X	X	X	X	X	X		X	X	X	X	X	X

LDR	=	Low Density Residential	MU	=	Mixed Use
MDR	=	Medium Density Residential	PBD	=	Planned Business District
HDR	=	High Density Residential	LI	=	Light Industrial
WR	=	Waterfront Residential	GI	=	General Industrial
D/LC	=	Downtown/Local Commercial	P/SP	=	Public/Semi-Public
SRG	=	Sub-Regional Commercial	COM	=	Commercial (Subareas)
GIDA	=	General Industrial w/Development Agreement			

SECTION 5. Chapter 14.38 LSMC is hereby amended to include the new and revised sections as follow (all other sections remain unchanged). [(NOTE to Code Publishing – renumber remaining code sections with deletions of subsections (c) and (e).]

1. LSMC 14.38.020(c) Mains Street District (MS) is repealed in its entirety.
2. LSMC 14.38.020(e) Neighborhood Business (NB) is repealed in its entirety.
3. LSMC 14.38.020(f) Other zones is amended as follows
 - (f) Other Zones. The subareas may also contain the R8-12, R6, and Public/Semi-Public (P/SP) zoning districts, as described in Chapter 14.36 or as modified below.
 - (1) R8-12. Within the subareas, the purpose of the R8-12 district is to accommodate higher-density residential uses that may include multi-family condominiums, apartments, townhouses and row houses, as well as any small lot single-family residential units or innovative housing options per Chapter 14.46 in areas served by public water and sewer facilities, as well as the other uses described in Table 14.40-I of Chapter 14.40. The dimensional standards for single-family residential districts shall be per Table 14.48-I.
 - (2) Public/Semi-Public (P/SP). Within the subareas, the purpose of P/SP district is to accommodate public and semi-public uses, such as schools, government facilities, public utilities, community facilities, parks, etc., as well as the other uses described in Table 14.40-I of Chapter 14.40.

4. LSMC 14.38.040 Dimensional Regulations.

Table 14.38-I Dimensional Regulations

Zone	Minimum Lot Size	Building Setback (from lot line, tract or easement) (ft) ^{1,3}		Min. Landscape Buffer (ft) ⁷	Min. First Floor Height (ft)	Max. Height (ft) ^{9, 12}
		Front	Side/Rear			
Commercial Zones						
BD	NA	5	10 ^{4, 5}	5	12	55
CBD	NA	5 ¹	0 ^{4, 5, 6}	5	15	55
CD	NA	5	10 ^{4, 5}	5	15	55 ¹⁰
NB	NA	5	10 ^{4, 5}	5	15	35
Mixed Use Zones						
MS	NA	5 ¹	0 ^{4, 5, 6}	5	15	55
MUN	NA	10 ^{2, 3, 11}	10 ^{5, 6}	5	15 ⁸	45
Residential Zones						
HUR ¹¹	3,600 sq. ft.	10 ^{2, 3}	5 ⁵	5	NA	45
UR	7,500 sq. ft. ¹²	20 ³	5	NA	NA	35

Notes:

1. The minimum required setback is five feet and the maximum allowed setback is 10 feet in the CBD and MS districts to allow an active storefront area.
2. The minimum required setback is 10 feet and the maximum allowed setback is 25 feet, subject to modifications defined in LSMC 14.16C.120.
3. ~~Porches, covered entries, or pedestrian-oriented spaces may project up to five feet into front yard setbacks in residential districts.~~
4. Districts that allow commercial uses shall maintain a 10-foot, Type B screen when adjacent to residential zones, per Section 14.76.040(a).
5. Structures 35 feet or taller next to single-family districts must be stepped back five feet for every floor over 35 feet per Figure 14.38-II.

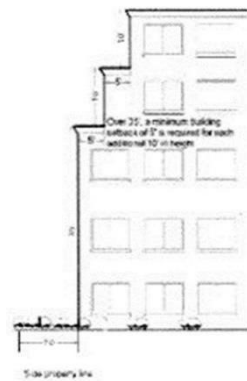


Figure 14.38-II illustrates stepping back the upper stories of a structure, adapted from the Everett Municipal Code.

6. Attached housing units or attached commercial structures built on separate lots can be built to the common property line. The outside setback for attached structures abutting a right-of-way, separate detached structures, or a different zone shall be 10 feet.
7. Landscape buffers will be comprised of a Type C screen per Section [14.76.040\(a\)](#) along side and rear property lines; however, the City may waive the landscape buffer when adjacent properties share parking, access, or other common features that make intensive landscaping impractical. In addition, perimeter landscape buffer along property lines of adjacent high-density single-family lots is not required; however, screening different developments from neighboring properties will provide separation, vegetation and define each development.
8. The first-floor height of residential structures in the MUN district, without an attached retail/service component, not facing a public right-of-way may be reduced to industry standard.
9. If a project includes a parking structure or affordable housing as described in Section [14.38.050\(a\)](#), the City will also allow an overall height increase of 10 feet above maximum height.
10. The City will consider an increase in maximum height up to 80 feet with a conditional use permit per Section [14.16C.045](#).
- ~~11. Maximum impervious surface for parcels in the HUR district is 65 percent.~~
- ~~12. When developed as a planned residential development (Section) the per unit lot size may be reduced to 3,000 square feet for HUR district and 6,000 square feet for the UR district in return for the dedication of additional open space at the ratio of 400 square feet per dwelling unit.~~
- ~~13. Eaves and other minor architectural features may project into the required setback up to 18 inches.~~
14. Building heights in the CBD and P/SP zoning districts west of Main Street between North Lakeshore and 16th Street SE may not exceed 45 feet.

SECTION 6. Table 14.40-I: Table of Permissible Uses (Notes to editor – the following changes need to be made to the table of permissible uses):

1. Change the following zone names as follows
 - SR becomes R4
 - UR becomes R6
 - HUR becomes R8-12
2. Strike NC column in its entirety – this zoning district does not exist
3. Footnotes
 - Strike Footnote 4 – NC zoning District does not exist
 - Update Footnote 8 to reflect zoning district name changes described above
 - Renumber remaining notes with deletions noted

SECTION 7. Chapter 14.44 Supplementary Use Regulations is hereby amended to include revisions to the following sections (all other sections remain unchanged):

1. LSMC 14.44.035 Cottage Housing Developments is repealed in its entirety.
2. LSMC 14.44.095 Neighborhood Commercial is repealed in its entirety.
3. LSMC 14.44.320 Diversity within Planned Residential Districts is repealed in its entirety.

SECTION 8. Chapter 14.48 LSMC Density and Dimensional Regulations is hereby amended to include revisions to the following sections (all other sections remain unchanged):

1. LSMC 14.48.020 Duplexes in Single-Family Zones is hereby amended to read,

Duplexes and two-family conversions in single-family zones shall be allowed on lots having at least 125 percent of the minimum square footage required for one dwelling unit on a lot in such district.

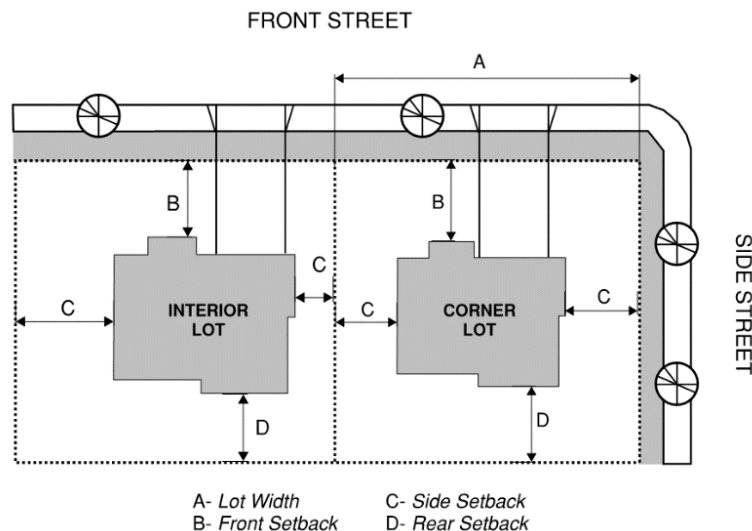
2. LSMC 14.48.030 Minimum Lot Widths is hereby amended to read,

- (a) No lot may be created that is so narrow or otherwise so irregularly shaped that it would be impracticable to construct on it a building that:
 - (1) Could be used for purposes that are permissible in that zoning district; and
 - (2) Could satisfy any applicable setback requirements for that district.
- (b) Without limiting the generality of the foregoing standard, Table 14.48-I establishes minimum lot widths. The lot width shall be measured along a horizontal line between side lot lines measured at approximate right angles at the midway point between the front and rear lot lines.
- (c) No lot created after the effective date of this title that is less than the recommended width shall be entitled to a variance from any building setback requirement.

3. LSMC 14.48.35 Lot Standards is hereby added as follows

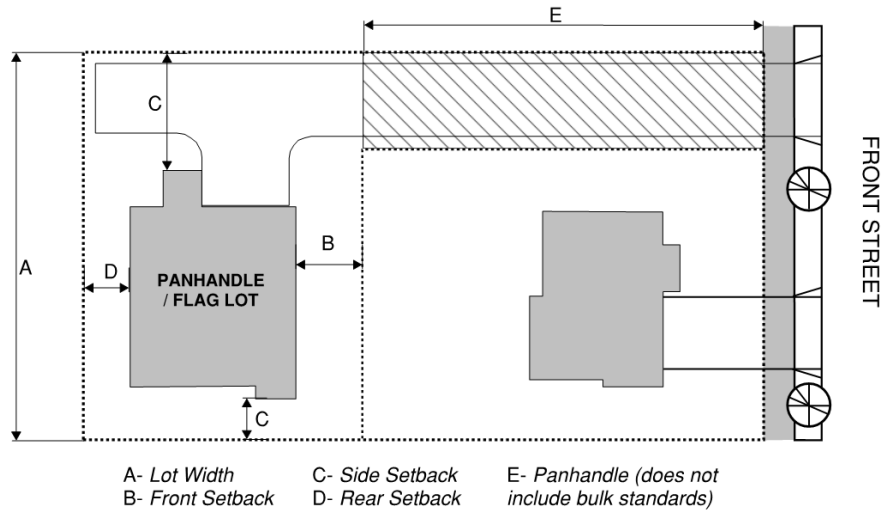
14.48.35 Lot standards.

- (a) Corner lots situated at the intersection of two or more streets shall measure the front setback along the lot line abutting the right-of-way that best conforms to the pattern of existing site development on adjacent lots. Side setbacks along side streets are reduced to 10 feet.
- (b) Interior lots shall measure the front setback along the lot line abutting the right-of-way.



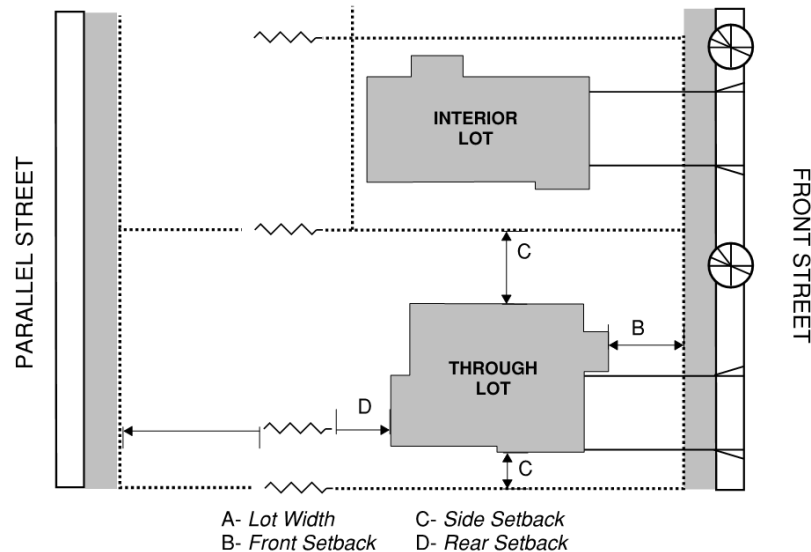
- (c) Panhandle / Flag Lots are lots accessed from the abutting right-of-way by a narrow access corridor of land within the same lot. Panhandle lots shall be allowed subject to the following requirements:
 - (1) Panhandle lots shall meet setback and other dimensional standards, on the portion of the lot outside the panhandle, where the access corridor joins the wide portion of the lot. The area within the panhandle access corridor shall not be used to determine lot area, lot width, lot depth or impervious area for the lot.

- (2) The panhandle shall provide direct access to a paved public or private street. The access corridor shall maintain a minimum width of 15 feet, a minimum height clearance of 12 feet and meet the city's engineering standards.
- (3) There shall not be more than two contiguous panhandle lots where the panhandles abut. In such cases the panhandles can be reduced to 10 feet per lot.
- (4) All requirements of the fire code shall be met, including access, turnarounds and sprinklers as applicable.
- (5) No buildings shall be erected within the panhandle access.



Typical configuration for panhandle lot. Setbacks and orientation can vary based on site conditions.

- (d) Through lots include lots with parallel or approximately parallel streets shall measure the front setback along the lot line abutting the right-of-way that best conforms to the pattern of existing site development on adjacent lots or that lot line which abuts a nonarterial street. The other lot line abutting a right-of-way shall be considered a rear yard.

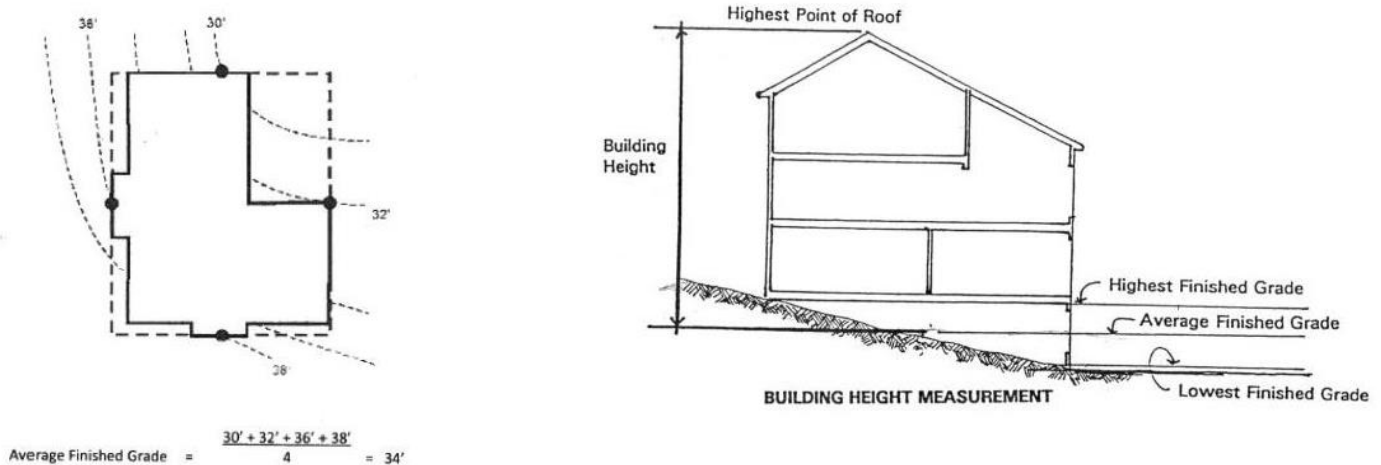


4. 14.48.040 Building Setback Requirements is hereby amended to read,
 - (a) Table 14.48-I and Table 14.48-II set forth the minimum building and freestanding sign setbacks required from lot lines.
 - (1) Setbacks from access easements and access tracts are considered lot line setbacks for the purpose of determining front setbacks.
 - (2) As used in this section, the term “building” includes any substantial structure which by nature of its size, scale, dimensions, bulk, or use tends to constitute a visual obstruction or generate activity similar to that usually associated with a building. It also includes any element that is substantially a part of the building, such as bay windows and chimneys, and not a mere appendage, such as a flagpole. Without limiting the generality of the foregoing, for the purpose of determining setbacks the following structures are to be considered buildings:
 - (i) Gas pumps and overhead canopies or roofs;
 - (ii) Fences, walls, and hedges (see Chapter 14.52 for height and setback requirements).
 - (b) Whenever a lot in a residential district abuts a nonresidential district, and its required setback is greater than that of the nonresidential lot, the non-residentially zoned lot shall observe the more restrictive setback. Where a lot zoned General or Light Industrial shares a boundary with a residentially zoned lot, the setback for the industrial property along that common boundary shall be 30 feet.
 - (c) All docks and other permissible overwater structures shall be set back pursuant to the Shoreline Master Program, Chapter 4, Section C.3. For the purposes of this section each property line extending into the lake shall be construed as extending at the same angle as the property line on shore.
5. LSMC 14.48.045 Accessory Structures is hereby added as follows
14.48.045 Accessory Structures
 - (a) In single-family residential zones, accessory structures must meet the following conditions:
 - (1) The gross floor area of all accessory structures shall not exceed 200 square feet without a building permit,
 - (2) The height of the accessory structure shall not exceed 12 feet without a building permit, and
 - (3) The accessory structure shall be no closer to the front property line than that of the principal dwelling unit.
6. LSMC 14.48.050 Exceptions to Building Setback Requirements is hereby amended to read,
 - (a) The following modifications to the setback requirements identified in Section 14.48.040 shall be allowed:
 - (1) In all single-family residential zones, the building setbacks from the street of the underlying zone may be reduced by five feet for living portions of the principal house or open porches. This reduction does not apply to garages or carports.
 - (2) Exterior mechanical equipment including air conditioners, heat pumps and similar may extend up to 32 inches into the required side setback provided emergency access is not impaired.
 - (3) Eaves and other minor architectural features may project into the required setback up to 18 inches.

7. LSMC 14.48.055 Maximum Impervious Surface is hereby repealed in its entirety.
8. LSMC 14.48.060 Building Height Limitations is hereby amended to read,

14.48.060 Building Height Limitations.

- (a) For purposes of this section the height of a building shall be the vertical distance measured from the mean elevation of the finished grade along four points of the proposed building to the highest point of the building. The height of fences, walls, and hedges is as set forth in Chapter [14.52](#). The average finished grade shall be determined by first delineating the smallest square or rectangle which can enclose the building and then averaging the ground elevations taken at the midpoint of each side of the square or rectangle.



- (b) Building height limitations in the various zoning districts shall be as listed in Table 14.48-I and Table 14.48-II.
- (c) The following features are exempt from the district height limitations set forth in subsection (b) of this section, provided they conform to the standards contained in subsection (d) of this section:
 - (1) Chimneys, church spires, elevator shafts, and similar structural appendages not intended as places of occupancy or storage;
 - (2) Flagpoles and similar devices;
 - (3) Heating and air conditioning equipment, solar collectors, and similar equipment, fixtures, and devices.
- (d) The features listed in subsection (c) of this section are exempt from the height limitations set forth in subsection (b) of this section if they conform to the following requirements:
 - (1) Not more than one-third of the total roof area may be consumed by such features.
 - (2) The features described in subsection (c)(3) of this section must be set back from the edge of the roof a minimum distance of one foot for every foot by which such features extend above the roof surface of the principal building to which they are attached.
 - (3) The permit-issuing authority may authorize or require that parapet walls be constructed (up to a height not exceeding that of the features screened) to shield the features listed in subsections (c)(1) and (3) of this section from view.

- (e) Towers and antennas which exceed the height limit of the zone district are allowed to the extent authorized in the Table of Permissible Uses, use classification 18.000
9. LSMC 14.48.085 Density Calculation and Lot Size averaging is hereby added as follows
- 14.48.085 Density Calculation and Lot Size Averaging
- (a) The density calculation for new residential developments and subdivisions shall be based on an adjusted gross density as follows, unless otherwise defined in this title.
 - (1) Subtract the actual percentage of the area devoted to infrastructure and other encumbrances including but not limited to streets and stormwater, existing easements, utility corridors, etc. from the gross development area up to 25 percent of the gross development area to determine the net buildable area.
 - (2) Divide the net buildable area by the minimum lot size of the underlying zoning district to determine the maximum adjusted gross density.
 - (3) For the multifamily residential zoning district, the minimum density is 15 units per acre. The maximum density will be limited by bulk standards, maximum height, required open space, parking and other zoning standards of this title.
 - (4) Limitations. Nothing contained within this chapter guarantees the maximum adjusted gross density will be attained. The adjusted gross density may not always be achievable due to unique site considerations including, but not limited to critical areas, topography, right-of-way dedications, utility easements, open space requirements and stormwater requirements.
 - (5) When the adjusted gross density is determined, if the calculation for lots or units results in a fraction of 0.5 or greater the number shall be rounded up to the next whole number.
 - (b) Lot size averaging. After calculating the adjusted gross density, the proponent may apply limited lot size averaging provisions up to the amount necessary to achieve the adjusted gross density. The proponent may use one of the following methods, unless dimensional standards are modified by other sections of this title, including but not limited to planned residential developments, cluster subdivisions and infill development:
 - (1) The proponent may reduce lot sizes by 10 percent within the residential development and/or subdivision provided no other dimensional reductions are applied; or
 - (2) The proponent may reduce lot widths within the residential development and/or subdivision by 10 percent. In no case shall lots be less than 40 feet wide provided no lot size reductions are applied.
10. LSMC 14.48.100 Rural Subdivisions is hereby repealed in its entirety including text and figures.
11. Table 14.48-I: Density and Dimensional Standards is hereby replaced with Table 14.48-I Residential Density and Dimensional Standards and Table 14.48-II as follows

Table 14.48-I: Residential Density and Dimensional Standards¹

Zoning District	Lot Size		Lot Width	Front Setback ²	Side Setback	Rear Setback	Maximum Impervious Area ⁶	Maximum Height
R4	8,000 sq ft		60-feet internal 65-feet corner	25-feet	15 total (no less than 5-feet one side)	20-feet	50%	35
WR	9,600 sq ft		variable - not less than 50- feet	25-feet	15 total (no less than 5-feet one side)	20-feet ⁷	40% ⁵	35
R6	6,000 sq ft		50-feet internal 55-feet corner	20 - feet	10 total (no less than 5-feet one side)	15-feet	55%	35
R8 – 12 ³	Detached	4,000 sq ft	45-feet internal 50-feet corner	15 - feet (25-feet max.) ⁸	10 total (no less than 5-feet one side)	10-feet	65%	35
	Attached	2,800 sq ft	16-feet internal 26-feet corner	15 - feet (25-feet max.) ⁸	10-feet between other districts or buildings onsite	10-feet	75%	45
MFR	none		20 feet ⁴	variable	10-feet between other districts or buildings onsite	10-feet between other districts	80%	55

Notes:

1. Unless otherwise stated, the dimensional standards refer to minimum requirements.
2. The minimum required setback for garages is 20 feet from the front lot line to ensure sufficient space for cars to park in driveways without blocking sidewalks.
3. The R8-12 zoning district applies two sets of development standards depending if the project is a detached single-family or attached townhouse development. Developments may apply a mix of standards if both types of housing are represented in the project up to the maximum adjusted gross density.
4. 20-foot minimum street frontage.
5. Per Lake Stevens Shoreline Master Program

6. The allowance for impervious surfaces shall only apply to parcels with adequate stormwater facilities developed following the 2012 Washington State Department of Ecology Storm Water Management Manual for Western Washington, as amended in 2014, as now or hereafter revised; otherwise the lot coverage remains 40% for single-family zones (R4, R6 and WR) and 65% for the R8-12 zoning district on existing developed parcels.”
7. The Lake Stevens Shoreline Master Program requires a 50-foot buffer from the lake and 10-foot setback. On Waterfront Residential parcels separated from the lake by roads the rear (upland setback is 20-feet); otherwise, rear setbacks from the water will be per the Lake Stevens Shoreline Master Program.
8. The maximum driveway length is mandatory for standard platted lots. Exceptions to this standard may be considered on a case basis for infill lots and lots with unique site conditions including but not limited to critical areas, topography and location of easements and utility corridors.

Table 14.48-II: Non-residential Density and Dimensional Standards¹

Zoning District	Minimum Street Frontage⁸	Front Setback	Side Setback^{2,3}	Rear Setback³	Min. Landscape Buffer (ft)³	Height^{4,5}
Commercial Zones⁶						
Business District	20	5	10	10	5	55
Central Business District	20	5	10	10	5	55
Commercial District	20	5	10	10	5	55
Local Business	20	5	10	10	5	45
Planned Business District ⁷	20	10	10	10	5	45
Public/Semi-Public	20	5	10	10	5	55
Industrial Zones⁶						
Light Industrial	20	20	10	10	5	45
General Industrial	20	20	10	10	5	55
Mixed Use Zones						
Mixed-Use	20	10	10	10	5	55
Mixed-Use Neighborhood	20	10	10	10	5	45

Notes

1. Districts that allow commercial uses shall maintain a 10-foot, Type B screen when adjacent to residential zones, per Section 14.76.040(a).
2. Attached housing units or attached commercial structures built on separate lots can be built to the common property line. The outside setback for attached structures abutting a right-of-way, separate detached structures, or a different zone shall be 10 feet.
3. Landscape buffers will be comprised of a Type C screen per LSMC 14.76.040 next to side and rear property lines; however, the City may waive the landscape buffer when adjacent properties share parking, access, or other common features that make intensive landscaping impractical. In addition, perimeter landscape buffer next to property lines of adjacent high-density single-family lots is not required; however, screening different developments from neighboring properties will provide separation, vegetation and define each development.
4. Structures 35 feet or taller next to single-family districts must be stepped back five feet for every floor over 35 feet

5. The minimum first floor height in commercial and mixed-use zoning districts is 15-feet; however, residential structures in mixed-use districts, without an attached retail/service component, not facing a public right-of-way may be reduced to industry standard.
6. The City will consider an increase in maximum height up to 80 feet with a conditional use permit per Section 14.16C.045.
7. Development standards are found in LSMC 14.44.090 Planned Business District.
8. Minimum street frontage refers to having either a direct physical connection to a street or right-of-way; or access is provided through an easement.

SECTION 9. 14.76.090 Additional Screening Requirements (Notes to editor – the following changes need to be made to Table 14.76-I Screening Requirements):

1. Change the following zone names as follows
 - SR becomes R4
 - UR becomes R6
 - HUR becomes R8-12
2. Strike NC column in its entirety – this zoning district does not exist

SECTION 10. Severability. If any section, subsection, sentence, clause, phrase or word of this ordinance should be held to be invalid or unconstitutional by a court of competent jurisdiction, such invalidity or unconstitutionality thereof shall not affect the validity or constitutionality of any other section, subsection, sentence, clause, phrase or word of this ordinance.

SECTION 11. Effective Date and Publication. The summary of this ordinance consisting of its title shall be published in the official newspaper of the City. This ordinance shall take effect five (5) days after the date of publication.

PASSED by the City Council of the City of Lake Stevens this 24th Day of March 2020.

Brett Gailey, Mayor

ATTEST/AUTHENTICATION:

By: _____
Kathy Pugh, City Clerk

APPROVED AS TO FORM:

Greg Rubstello, City Attorney

First Reading: March 10, 2020

Second and Final Reading: March 24, 2020

Published: _____

Effective Date: _____

EXHIBIT A



Planning & Community Development

1812 Main Street
P.O. Box 257
Lake Stevens, WA 98258

February 19, 2020

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

Subject: **Planning Commission Recommendation – Zoning Regulations**

Dear Council Members:

The Lake Stevens Planning Commission held several briefings to consider a code amendment to update the city's zoning regulations. The Commission held a public hearing on February 19, 2019. The Planning Commission forwarded a recommendation to City Council to approve the code amendment following the hearing, review of testimony and deliberation.

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

Commissioners Absent: None

PLANNING COMMISSION PUBLIC HEARING

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

Testimony from the public included comments from members of the building industry and a member of the Land Use Advisory Committee. Comments ranged from questions about proposed increases to impervious area, changes to final draft from land use advisory committee, setbacks, density calculation and growth management. There was sentiment that the proposal was balanced to provide creativity in meeting growth targets while maintaining a community identity. There was overall support of the amendments from the public in attendance. The Planning Commission discussed maintaining a Lake Stevens' identity while supporting growth, mixed projects in the R8-12 zone, balance of proposed code and citizen comments.

FINDINGS AND CONCLUSIONS:

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

1. Compliance with elements of the Comprehensive Plan

- Land Use Element Policy 2.1.1 – Accommodate a variety of land uses to support population and employment growth, consistent with the city's responsibilities under the Growth Management Act, Regional Growth Strategy and Countywide Planning Policies.

- Land Use Element Goal 2.2 – Achieve a well balanced and well-organized combination of residential, commercial, industrial, open space, recreation and public uses.
- Land Use Element Policy 2.3.2 – Preserve and promote the character of existing neighborhoods through thoughtful development regulations and design standards.
- Land Use Element Policy 2.3.3 – Encourage infill development on suitable parcels and redevelopment of underutilized parcels. Ensure the height, bulk and design of infill and redevelopment projects are compatible with their surroundings.
- Land Use Element Policy 2.3.4 – Maintain development regulations to promote compatibility between uses; retain desired neighborhood character; ensure adequate light, air and open space; protect and improve environmental quality; and manage potential impacts on public facilities and services.
- Land Use Element Goal 2.14 – Design and build a healthy community to improve the quality of life for all people who live, work, learn and play within the city
- Housing Element Goal 3.1 – Provide fair and equal access to a range of housing types and choices to meet the existing and project housing needs of all Lake Stevens residents regardless of income level or demographic status.
- Housing Element Policy 3.1.3 – Allow diverse subdivision methods including short subdivisions, formal subdivisions, cluster subdivisions, planned residential developments and units lot subdivisions to create buildable lots throughout the city.
- Housing Element Goal 3.3 – Encourage the use of innovative techniques to provide a broad range of infill housing types for all income levels and housing needs.
- Housing Element Goal 3.5 – Provide a balanced development pattern, which promotes pedestrian activities, a sense of community and safety.

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

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

- A DNS was issued on December 24, 2019.
- No comments or appeals from agencies or the public were received regarding the SEPA determination.

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

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

- On December 19, 2019, the city submitted the proposed code amendments to the Department of Commerce for review (Submittal ID 2019-S-1048). No comments were received
- Staff will file the final ordinance with the Department of Commerce within 10 days of City Council action.

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

4. Public Notice and Comments

- The city published a notice of SEPA determination on or around December 24, 2019.

- The city published a notice of public hearing in the Everett Herald twice before the hearing. The notice was also posted at City Hall and on the city's website.
- All public comments received were reviewed.

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

PLANNING COMMISSION RECOMMENDATION

Subdivision Code Amendment: Commissioner Huxford made a motion to approve the recommendation to Council including a description of commissioner and public comments. Commissioner Hoult seconded the motion. Motion passed 5-0-0-0.

Respectfully submitted,

Lake Stevens Planning Commission



LAKE STEVENS CITY COUNCIL
STAFF REPORT

Council Agenda Date: 3/24/2020

Subject: 2020 Revised Personnel Policy 4.19 Inclement Weather/Emergency Closure Notification and Compensation

Contact Anya Warrington/Human Resources
Person/Department: _____

Budget Impact: N/A

RECOMMENDATION(S)/ACTION REQUESTED OF COUNCIL:

Approve Resolution No 2020-007, updating the City's Employee Handbook.

SUMMARY/BACKGROUND:

Lake Stevens Municipal Code Section 2.76.030 provides that the City has adopted, and will from time to time adopt, personnel policies and procedures which establish vacation, holiday, sick leave and other benefits for City employees; and that personnel policies shall be proposed by the Mayor or City Administrator and approved by City Council. Personnel procedures designed to implement personnel policies shall be approved by the Mayor, or City Administrator pursuant to the executive authority provided by the Mayor.

On February 29, 2020 Governor Jay Inslee issued Proclamation 20-05 Declaring a State of Emergency in all counties of the State of Washington to address the impacts of COVID-19.

The Washington state outbreak of COVID-19 and the effects of its extreme risk of person-to-person transmission throughout the City of Lake Stevens and Washington State significantly impacts the life and health of our employees.

The City of Lake Stevens' Employee Handbook was implemented in November 2019. Due to the outbreak of COVID-19, the CDC and WA Department of Health have encouraged employers to review leave policies and benefits provided to employees, as well as to make considerations to prevent workplace exposure. In order to prevent workplace exposure and address financial impacts of not reporting work during this outbreak and any health, safety or other emergencies in the future, amendments to policy to current policy is recommended.

During the update of this policy, input was gathered from the Mayor, City Administrator and our City Attorney. We are awaiting input from Teamsters and Lake Stevens Police Guild. Future substantive changes will be brought to the City Council for approval.

RECOMMENDATION:

Approve Resolution No. 2020-007, updating the City's personnel policies and procedures.

APPLICABLE CITY POLICIES: City of Lake Stevens Municipal Code Section 2.76.030 Additional Employee Benefits and Policies.

BUDGET IMPACT: N/A

ATTACHMENTS:

► Exhibit A: Resolution No. 2020-07

EXHIBIT A

CITY OF LAKE STEVENS
LAKE STEVENS, WASHINGTON

RESOLUTION NO. 2020-07

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LAKE STEVENS, WASHINGTON ADOPTING AND APPROVING THE AMENDMENT OF POLICY 4.19 INCLEMENT WEATHER/EMERGENCY CLOSURE NOTIFICATION AND COMPENSATION, FOR CITY OF LAKE STEVENS EMPLOYEES, SUPERSEDING PRIOR VERSIONS OF POLICY 4.19, PASSED AND APPROVED BY RESOLUTION 2019-018 ON THE 29TH OF NOVEMBER 2019.

WHEREAS, pursuant to Resolution No. 2019-018, the City adopted the Employee Handbook containing personnel policies and procedures which establish vacation, holiday, sick leave and other benefits for City employees per Lake Stevens Municipal Code Chapter 2.76; and

WHEREAS, said policies and procedures require updating and supplementation from time to time to keep current with changes in the law and changes to City operations and practices; and

WHEREAS, City personnel policies and procedures should be implemented to address matters in addition to employee benefits; and

WHEREAS, personnel procedures designed to implement personnel policies shall be approved by the Mayor, or City Administrator pursuant to the executive authority provided by the Mayor pursuant to RCW 25A.12.100; and

WHEREAS, personnel policies and procedures shall apply to all City employees unless preempted by a collective bargaining agreement with the City, or in the case of the Police Department, Lexipol policy and/or civil service rules;

NOW, THEREFORE BE IT RESOLVED AS FOLLOWS:

Section 1: Policy 4.19 Inclement Weather/Emergency Closure Notification and Compensation dated March 19, 2020 attached hereto as Exhibit A is hereby adopted as official policy for the City of Lake Stevens.

Section 2: The Mayor and City Administrator are hereby authorized and directed to execute, implement and apply said policies and procedures in their official capacity as provided by law and the official act and deed of the City of Lake Stevens, Washington.

Section 3: All prior versions of Policy 4.19 Inclement Weather/Emergency Notification and Compensation are hereby superseded and replaced by this Resolution.

PASSED by the City Council of the City of Lake Stevens this 24th day of March 2020.

Brett Gailey, Mayor

ATTEST:

Kathy Pugh, City Clerk

4.19 INCLEMENT WEATHER/EMERGENCY CLOSURE NOTIFICATION AND COMPENSATION

The City is responsible for providing many crucial services in inclement weather and emergency conditions. Such situations may pose varying threats to life, health or safety of our employees and/or citizens/customers. We have a responsibility to our employees as well as the community when conditions become hazardous.

The City will remain open during inclement weather and emergencies to the fullest extent possible; all employees are to assume they report to work unless the employee has been notified otherwise (see Temporary Closures, below). However, services may be reduced to balance employee and community safety with the delivery of and demand for services to the community. Ultimately, the nature of the inclement weather and emergency will determine which services and staffing must be maintained in inclement weather and emergency situations.

This section prescribes how the City will notify employees during periods where our operations may be temporarily interrupted - whether due to electrical, water or other utility emergencies, evacuation of offices, or otherwise impacted due to extreme inclement weather, volcanic eruption, earthquake, hazardous material release, or other natural or man-made disaster. This section also identifies how the City handles compensation in these situations. This section of the Employee Handbook is a supplement to the Accident Prevention Plan and Emergency Response Plan; please reference those documents for specific instructions and actions during the event of an emergency.

Temporary Closures

- a. Except as provided below, the Mayor retains authority to determine when emergency conditions warrant closing City offices and services. The Mayor may delegate this authority to a Person-in-Charge (PIC) who may make the decision (see below).
- b. The City may be closed, fully or partially for a full day(s), may close early, or may open late.
- c. Once a closure directive has been issued, Department Directors are authorized to determine which services will remain available and the employees required to provide those services, determine alternate work locations, and/or to provide critical or emergency services. Department Directors are encouraged to develop specific written emergency condition standard operating procedures, based on the general requirements of this section, provide that information to the employees in their department and coordinate with other departments as to the City-wide impacts. See "Staffing Levels", below.
- d. Primary notification and related information regarding closure or interruption of City service(s) will be conveyed to City employees through a notification pushed out to employees via the city's webpage. All city issued mobile phones will be automatically opted into the notification. City employees are strongly encouraged to opt in to the notification for their personal devices to ensure they are notified in the event they are not issued a city mobile phone or if their city mobile phone is not available to them (e.g., phone is left at work or is not charged).
- e. If a closure extends for more than one week, the status of displaced employees may be reviewed by the City to determine whether a reduction in force may be necessary due to either lack of funds or lack of work.

- f. Your department or work group may have additional procedures regarding notification. If so, your supervisor will advise you of those notification procedures.

Establishing a Person-in-Charge (PIC) In the event a decision of City status has not been made, and the Mayor or designee, is not immediately available or at the office (or alternate location), the Police Chief, Police Commander, or the first law enforcement officer arriving at the office (or alternate location) shall be the Person-In-Charge (PIC) at the office/location. For role clarity to others arriving on-site, the PIC will notify others of their role. The PIC shall contact the Mayor or designee, to provide safety and status information and to obtain direction to share with other employees as they arrive on-site.

Staffing Levels When an inclement weather or emergency condition closing is directed, Department Directors, or designees, must determine which services remain available during the closure. These determinations will be shared with the Mayor or designee, as well as shared with each Department Director or designee, to ensure a collaborative effort of providing essential services. Based on the determination of essential services, the directors, or designees, shall determine the level of staffing required for their department and decide which employees can be released and which must remain on duty and/or report to work.

- a) Authorization to work: When the City has announced a closure, only those employees who have been authorized to work are to perform work and be paid for such time. Normally, employees who are authorized to work will report to an established work site. On an exception basis, a director, manager or supervisor may authorize an employee to work from home or other location to complete essential work.
- b) Emergency work schedules: When it is likely that the City may announce a closure, the work day for employees will be defined as an 8:00 a.m. to 5:00 p.m. schedule; however, directors, managers or supervisors may authorize employees to work schedules other than this, based on essential work needs.

Employee-Initiated Time Off

- a) In hazardous conditions, but short of a closure, employees are authorized some discretion in deciding not to report for work or to leave work early, such as when employees legitimately believe that travel to or from work is overly hazardous, or circumstances at home require their presence. The employee must notify their manager or supervisor of this decision as soon as possible.
- b) Paid time off under this section must be requested by the employee and approved by the employee's immediate supervisor or the person they would normally contact for time off. Requests will be honored provided the circumstances reasonably justify the employee's concern and the employee's presence is not required for critical services. Leave charged for this purpose may be comp time, vacation, floating holidays, or leave without pay. Sick leave may ~~not~~ be used in compliance with state and/or federal laws. Employees are encouraged to maintain adequate leave balances for unforeseen events.

Pay During Closures/Emergency Events

- a) Partial day closures: When the City closure is announced mid-day or there is an announced late start/opening, the following applies:
 - Employees scheduled to work who reported to work on the partial day closure will be paid for their normally scheduled work day, and paid leave need not be charged for the hours applicable to the closure.
 - Employees scheduled to work who did not report to work and do not contact their manager or supervisor prior to an announced closure may be considered to have been absent without authorization and may only be eligible for leave without pay

for the full work day; a supervisor may authorize paid leave (compensatory time, vacation, floating holiday) based on the circumstances.

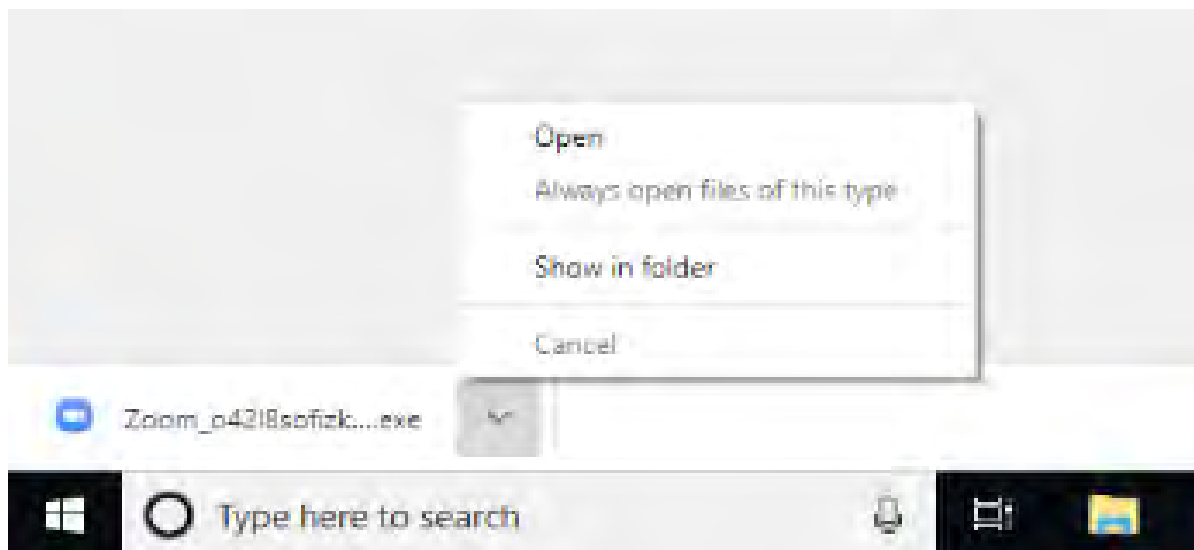
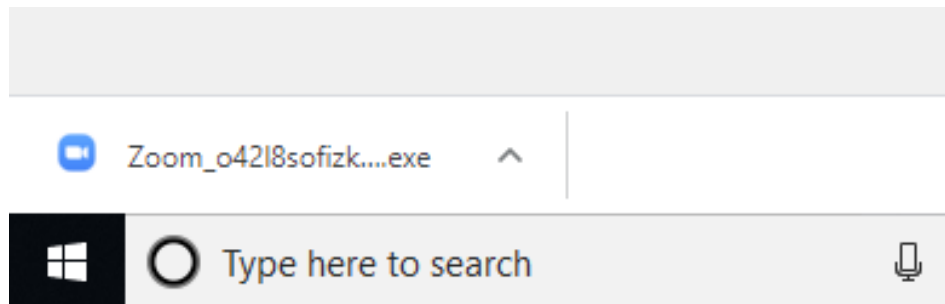
b) Full day closures: If the closure is announced in advance of the work day and employees scheduled to work do not report on that basis, the city will pay for the first full day of closure. Second and subsequent days of closure will be at the discretion of the City and may require employees to use their own paid leave for the day, as described above.

b)c) Involuntary Leave: The City may request an employee not report to work and continue their regular pay under certain conditions to include health or safety concerns, or other emergent situations. An employee may be directed or permitted to telecommute during this period or perform other work tasks as determined by their job description, the Department Director, and the telecommuting policy. If the employee is directed to telecommute or perform other assigned work tasks and declines to do so, the employee must use their own accrued leave or be in a leave without pay status for the duration of involuntary leave. If no telecommuting options exist, the employee will not be permitted to report to the worksite with no loss of pay. All employees on paid involuntary leave shall be on standby to return to the workplace as directed.

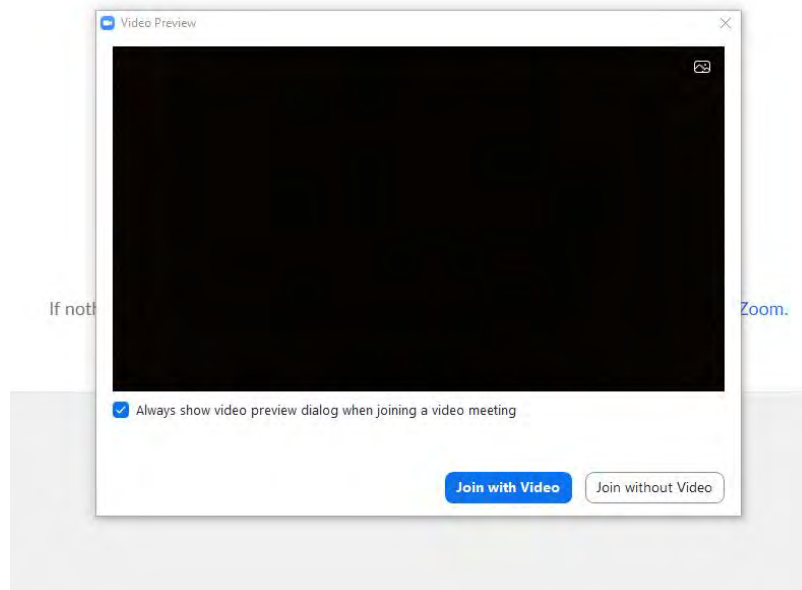
Nothing in this section precludes the City from taking actions to protect the health, well-being and safety of employees and the public, as recommended by public officials, or as required by state or federal laws.

How to Join a City Council Meeting Using Zoom

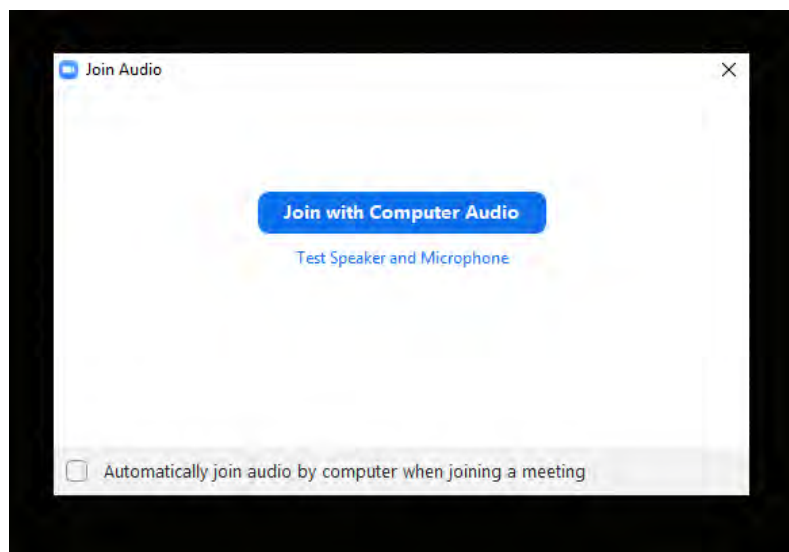
1. Click link shown on website.
2. You will be prompted to either download or launch Zoom. If this is your first time using Zoom, you will need to download a small .exe application file. When using Google Chrome, the .exe will appear here. Click the upward arrow to the right of the download. After the box opens, select “Open” to run the file



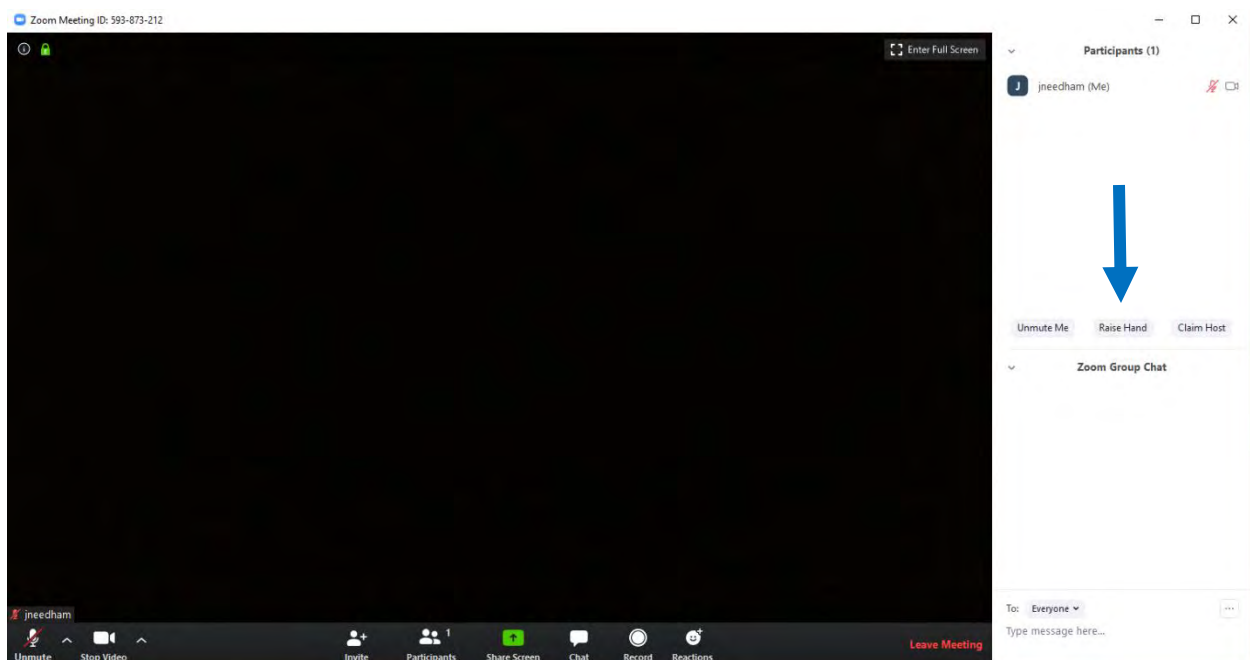
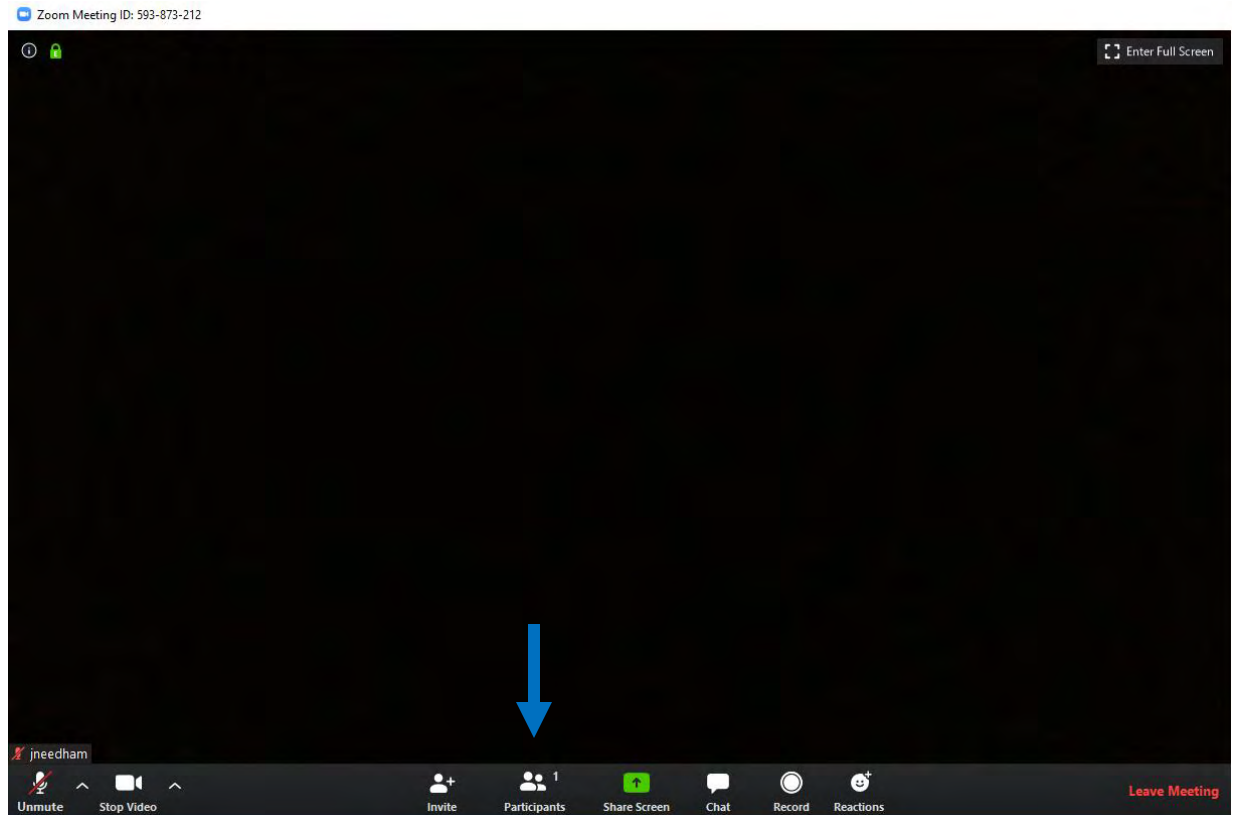
3. You may participate using video or audio only. If you have a webcam and would like others to see you, select “Join with Video.” If not, you may select “Join without Video.”



4. Members of the public may be given the opportunity to speak during the meeting. You will need a computer with a microphone or headphones in order to verbally participate. Please select “Test Speaker and Microphone” to ensure your microphone and audio is working correctly. Please follow all prompts. Then click “Join with Computer Audio” when prompted.



5. You should now be in the meeting. Members of the public will be muted by the host unless granted the opportunity to speak. To virtually “raise your hand,” click “Participants” along the bottom of the Zoom window. Next, select “Raise Hand” in the grey box. We ask that you mute your mics when you are done speaking to reduce feedback and background noise.



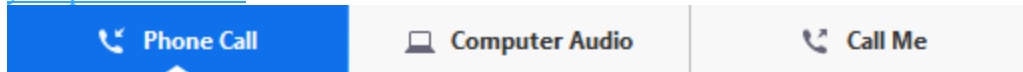
Joining meeting audio by phone


1. After joining a Zoom meeting, you will be prompted to join the audio automatically. If this prompt does not appear or you close out of it, click **Join Audio** in the meeting controls.



2. Click **Phone Call**.

Note: If you are subscribed to the call out add-on, you can [join the meeting by having Zoom dial your phone number](#).



 Dial: +1 669 900 6833
+1 646 876 9923

Or 877 853 5247 (Toll Free)
888 788 0099 (Toll Free)

Meeting ID: 727 288 954

Participant ID: **44**

Done

3. Follow the instructions for dialing in:
 - Select the country you're calling from in the flag drop-down menu.
 - Call one of the numbers provided.
 - Enter your meeting ID followed by #.
 - Enter your participant ID followed by #.