



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 REMOTE ACCESS ONLY

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**TO LISTEN TO THE MEETING PLEASE DIAL IN TO 253-215-8782
MEETING ID NO: 812 5950 3075**

Tuesday, April 28, 2020 – 7:00 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 Regular Meeting Minutes of April 14, 2020	Kathy
	*C Amendment to Temporary Hazardous Pay Policy	Anya
	*D Ordinance 1086 Authorizing Financing for Purchase of Vactor Truck	Barb

Lake Stevens City Council Regular Meeting Agenda

April 28, 2020

PUBLIC HEARING: *E Infill Regulations and Ordinance 1081 Sabrina/Russ
(*Public Hearing will be Opened and
Continued to May 12, 2020 Regular Council
Meeting for Staff Report & Public Testimony**)

ACTION ITEMS: *F South Lake Stevens Road Change Orders Eric
*G Interlocal Agreement with Lake Stevens Sewer Eric
District re Decant Facility
*H Ordinance 1085 Amending LSMC 7.30 re John D.
WATVs

DISCUSSION ITEMS: *I Annexation Russ
J Garbage Contract Eric/Gene

CITIZEN COMMENTS

EXECUTIVE SESSION: Potential Litigation

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
April 28, 2020**

Public Works – Update

Land Development Consultants, Inc. (LDC) for design of a curbless festival street on the west end of 18th Street NE off of Main Street - \$88,350.



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BLANKET VOUCHER APPROVAL
2020

Payroll Direct Deposits		
Payroll Checks		
Electronic Funds Transfers	ACH	\$295,789.22
Claims	50176-50184, 50189-50289	\$1,880,266.53
Void Checks	49012, 50030, 50035, 50058	(\$80.00)
Total Vouchers Approved:		\$2,175,975.75

This 28th day of April 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

April 28th, 2020



City Expenditures by Type on this voucher packet

Personnel Costs		0%
Payroll Federal Taxes	\$ 81,590	4%
Retirement Benefits - Employer	\$ 57,198	3%
Medical Benefits - Employer	\$ 143,175	7%
Other Employer paid Benefits	\$ 4,174	0%
Employee paid benefits - By Payroll	\$ 18,873	1%
Supplies	\$ 32,743	2%
Professional Services	\$ 174,299	8%
Capital *	\$ 1,624,452	75%
Debt Payments	\$ 39,553	2%
Void Check	\$ (80)	0.0%
Total	\$ 2,175,975.75	100%

Large Purchases

- * North Cove Park/Pavilion Project - \$348,665
- * Purchase of two (2) 2020 Ford Police Interceptor SUV - \$100,233
- * Vactor Purchase -\$511,615
- * S Lake Stevens Rd Multi Use Path Project -\$451,558



Total for Period
\$2,176,055.75

Checks to be approved for period 04/09/2020 - 04/22/2020

Vendor: Ace Hardware
Check Number: 50189

Invoice No	Check Date	Account Number	Account Name	Description	Amount
65705	4/22/2020	001 013 518 20 31 00	GG-Operating Costs	CV - Clorox Cleaner/Ice Scraper	\$54.42
65721	4/22/2020	001 010 576 80 31 00	PK-Operating Costs	Cleaner/Airwick Stick/Utility Knife/Mop	\$60.75
65743	4/22/2020	410 016 531 10 31 02	SW-Operating Costs	Stripper/Crimper Tool/Conn Butt	\$14.15
65787	4/22/2020	410 016 531 10 31 02	SW-Operating Costs	Gasket/Adhesive/Steel Stick/Fasteners	\$33.32
65798	4/22/2020	410 016 531 10 31 02	SW-Operating Costs	Stud Finder/Chalk/Nozzle/Texture Spray/Cleaner	\$205.86
65825	4/22/2020	410 016 531 10 31 02	SW-Operating Costs	Treated 2x4	\$26.09
65833	4/22/2020	001 010 576 80 31 00	PK-Operating Costs	PVC Cement	\$6.53
65834	4/22/2020	410 016 531 10 31 02	SW-Operating Costs	Utility Knife/Pliers/Jumpstarter/Tool Set	\$329.41
65845	4/22/2020	001 010 576 80 31 00	PK-Operating Costs	Slip PVC Cap	\$3.74
65863	4/22/2020	410 016 531 10 31 02	SW-Operating Costs	Socket Accessories/Bits/Impact Drill Bits	\$64.91
65883	4/22/2020	410 016 531 10 31 02	SW-Operating Costs	Wet/Dry Vac/Percussion Drill Bit/Rotary Hammer Bit	\$112.24
65886	4/22/2020	001 010 576 80 31 00	PK-Operating Costs	Dust Masks	\$7.83
65909	4/22/2020	001 010 576 80 31 00	PK-Operating Costs	Keys/Charger/Airwix Stickups	\$36.19
65931	4/22/2020	001 010 576 80 31 00	PK-Operating Costs	Graffiti Remover	\$15.25
65940	4/22/2020	101 016 544 90 31 02	ST-Operating Cost	Brake Fluid/Gate Latch/Soap/Loop Strap	\$38.71
					\$1,009.40

Vendor: Ace Hardware
Check Number: 50190

Invoice No	Check Date	Account Number	Account Name	Description	Amount
65963	4/22/2020	001 010 576 80 31 00	PK-Operating Costs	Screws/Fasteners	\$41.40
65967	4/22/2020	001 010 576 80 31 00	PK-Operating Costs	Trimmer Line/Shovel/Oil/Wood Protector	\$175.77
65982	4/22/2020	001 010 576 80 31 00	PK-Operating Costs	CV - Hand Sanitizer	\$130.67
65987	4/22/2020	101 016 544 90 31 02	ST-Operating Cost	Coils/Pressure Washer	\$252.61
65988	4/22/2020	001 010 576 80 31 00	PK-Operating Costs	Microscrub Wipes	\$45.65
65993	4/22/2020	101 016 544 90 31 02	ST-Operating Cost	Hose	\$10.89
66048	4/22/2020	410 016 531 10 31 02	SW-Operating Costs	Clorox Wipes/Gloves/Dremels	\$267.44
66057	4/22/2020	410 016 531 10 31 02	SW-Operating Costs	Tiedowns/Plastic Bonder	\$126.30
66065	4/22/2020	410 016 531 10 31 02	SW-Operating Costs	Acetone/Carabiner/Oiler/Container	\$45.74
66069	4/22/2020	101 016 544 90 31 02	ST-Operating Cost	Sweeper Nozzles	\$31.59
66070	4/22/2020	410 016 531 10 31 02	SW-Operating Costs	Hole Saw Kit	\$98.09
66096	4/22/2020	001 013 518 20 31 00	GG-Operating Costs	PVC Supply Line/Wrench	\$44.66
66129	4/22/2020	001 010 576 80 31 00	PK-Operating Costs	PVC Coupling	\$10.79
66181	4/22/2020	001 010 576 80 31 00	PK-Operating Costs	Auger Bit/Drill Bits/Fasteners	\$217.95
					\$1,499.55

Vendor: AFLAC
Check Number: 0

Invoice No	Check Date	Account Number	Account Name	Description	Amount
901353	4/14/2020	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: 50191

Invoice No	Check Date	Account Number	Account Name	Description	Amount
60437	4/22/2020	001 010 576 80 31 00	PK-Operating Costs	CV - Thermometers	\$57.57
60437	4/22/2020	101 016 544 90 31 02	ST-Operating Cost	CV - Thermometers	\$57.57
60437	4/22/2020	410 016 531 10 31 02	SW-Operating Costs	CV - Thermometers	\$57.57
					\$172.71

Vendor: Alta Planning Design Inc
Check Number: 50192

Invoice No	Check Date	Account Number	Account Name	Description	Amount
00-2019-172-7	4/22/2020	001 010 576 80 41 00	PK-Professional Services	Trails Master Plan Development	\$829.50
00-2019-172-8	4/22/2020	001 010 576 80 41 00	PK-Professional Services	Trails Master Plan Development	\$2,563.75
					\$3,393.25

Vendor: Amazon Capital Services
Check Number: 50193

Invoice No	Check Date	Account Number	Account Name	Description	Amount
11W6-NF41-CHRV	4/22/2020	001 008 521 20 48 00	LE-Repair & Maintenance Equip	Hand Operated Drum Pump	\$45.73
1Y99-JWKY-CYKC	4/22/2020	001 008 521 20 31 00	LE-Office Supplies	Credit Laminating Pouches/USB Adapter Shipping	(\$10.13)
					\$35.60

Vendor: Amazon Capital Services
Check Number: 50194

Invoice No	Check Date	Account Number	Account Name	Description	Amount
1436-VWPN-WMHX	4/22/2020	410 016 531 10 31 02	SW-Operating Costs	Three-Plane Leveling and Alignment Line Laser/Tripod	\$621.91
19FP-FCPP-LGH7	4/22/2020	001 007 558 50 31 02	PL-Permit Related Op. Costs	Disposable Protective Coveralls	\$25.51
1CYX-MCQ6-NC7Y	4/22/2020	410 016 531 10 31 02	SW-Operating Costs	Drivers Gloves Credit	(\$34.84)
1MH3-6NQ6-LW7R	4/22/2020	001 010 576 80 31 00	PK-Operating Costs	Clear Epoxy Resin Kit	\$75.20
1RHR-VHYF-MYX9	4/22/2020	410 016 531 10 31 02	SW-Operating Costs	Fuses	\$8.71
1Y4N-CR3N-RJKC	4/22/2020	001 010 576 80 31 00	PK-Operating Costs	Paste Pigment Coating/Polyx Oil	\$368.56
					\$1,065.05

Vendor: Assoc of Washington Cities EFT
Check Number: 0

Invoice No	Check Date	Account Number	Account Name	Description	Amount
041020	4/14/2020	001 000 283 00 00 00	Payroll Liability Medical	Medical Insurance Premium	\$140,697.89
041020	4/14/2020	001 013 518 30 20 00	GG-Benefits	Medical Insurance Premium	(\$0.05)
041020T	4/14/2020	001 000 283 00 00 00	Payroll Liability Medical	Teamster Dental Premium	\$2,476.89
041020T	4/14/2020	001 013 518 30 20 00	GG-Benefits	Teamster Dental Premium	(\$0.09)
					\$143,174.64

Vendor: Barrett
Check Number: 50195

Invoice No	Check Date	Account Number	Account Name	Description	Amount
2157	4/22/2020	302 010 594 76 61 00	PM - Frontier Heights Capital	Gravel Delivery - Frontier Heights	\$7,440.00
2158	4/22/2020	101 016 544 90 31 02	ST-Operating Cost	Asphalt Delivery - 20th St	\$1,860.00
2159	4/22/2020	306 000 594 21 60 00	Police Dept Project Account	Debris Removal - 18th St SE	\$875.00
2161	4/22/2020	101 016 542 30 41 02	ST-Professional Service	Debris Removal/Sand to Yard	\$2,635.00
					\$12,810.00

Vendor: Business Card
Check Number: 50196

Invoice No	Check Date	Account Number	Account Name	Description	Amount
BEAZIZO 0420	4/22/2020	001 008 521 20 31 04	LE-Donation Exp - Other	Tablecloths for PD Awards Dinner	\$21.80
BEAZIZO 0420	4/22/2020	001 008 521 40 49 01	LE-Registration Fees	Refund - Registration 2020 PNW Fire Investigation Symposium	(\$990.00)
BEAZIZO 0420	4/22/2020	001 008 521 40 49 01	LE-Registration Fees	Registration 2020 PNW Fire Investigation Symposium	\$990.00
BROOKS 0420	4/22/2020	001 008 521 20 31 04	LE-Donation Exp - Other	Meal for PD Awards Dinner	\$2,000.00
BROOKS 0420	4/22/2020	001 008 521 40 49 04	LE-Finance Charges	Credit Card Finance Charges Brooks 0320	\$32.06
BROOKS 0420	4/22/2020	001 008 521 40 49 04	LE-Finance Charges	Credit Card Finance Charges Brooks 0420	\$36.95
BROOKS 0420	4/22/2020	111 008 521 20 31 01	Drug Seize - Canine Supplies	Canine Dog Food	\$53.94
DREHER 0420	4/22/2020	001 008 521 20 31 00	LE-Office Supplies	CV - Amazon Wireless Keyboard/Mouse Combos	\$326.94
DREHER 0420	4/22/2020	001 008 521 20 31 01	LE-Fixed Minor Equipment	CV - Personal Protection Kits	\$120.71
DREHER 0420	4/22/2020	001 008 521 20 48 00	LE-Repair & Maintenance Equip	CV - Decon Tent Supplies - Towels/Pants/Storage Totes	\$51.40
DREHER 0420	4/22/2020	001 008 521 20 48 00	LE-Repair & Maintenance Equip	CV - Hand Sanitizer	\$300.00
DREHER 0420	4/22/2020	001 008 521 20 48 00	LE-Repair & Maintenance Equip	CV - N95 Masks for PD	\$72.33
DREHER 0420	4/22/2020	001 008 521 20 48 00	LE-Repair & Maintenance Equip	Dept Graphics Installation of Logo on Hard Hat	\$43.92
DREHER 0420	4/22/2020	001 008 521 40 49 01	LE-Registration Fees	Refund - Registration WA Safety Summit - Aukerman	(\$100.00)
DREHER 0420	4/22/2020	001 008 521 40 49 01	LE-Registration Fees	Refund - Registration WA Safety Summit - Cooper	(\$100.00)
DREHER 0420	4/22/2020	001 008 521 40 49 01	LE-Registration Fees	Refund - Registration WA Safety Summit - Irwin	(\$100.00)
DREHER 0420	4/22/2020	001 008 521 40 49 01	LE-Registration Fees	Registration - National Child Passenger Safety Cert - Aukerman	\$95.00
DURPOS 0420	4/22/2020	001 010 576 80 31 00	PK-Operating Costs	Artificial Rock Well Pump Cover	\$370.81
DURPOS 0420	4/22/2020	001 010 576 80 31 00	PK-Operating Costs	Electronic Water Flow Meter	\$378.65
DURPOS 0420	4/22/2020	001 010 576 80 31 00	PK-Operating Costs	IHealth Thermometers	\$39.34
DURPOS 0420	4/22/2020	001 010 576 80 31 00	PK-Operating Costs	Rain Deck Nozzles	\$345.75
DURPOS 0420	4/22/2020	001 010 576 80 31 00	PK-Operating Costs	Skate Stopping Clip for Chamfered Edge	\$2,023.17
DURPOS 0420	4/22/2020	001 010 576 80 49 01	PK-Staff Development	Registration OSHA Bloodborne Training PW	\$251.66
DURPOS 0420	4/22/2020	101 016 542 30 49 01	ST-Staff Development	Registration OSHA Bloodborne Training PW	\$251.67
DURPOS 0420	4/22/2020	101 016 544 90 31 02	ST-Operating Cost	Drone Registration with Federal Aviation Admin	\$2.50
DURPOS 0420	4/22/2020	101 016 544 90 31 02	ST-Operating Cost	IHealth Thermometers	\$39.33
DURPOS 0420	4/22/2020	302 010 594 76 61 06	PM - War Memorial	Military Seals - War Memorial	\$770.70
DURPOS 0420	4/22/2020	302 010 594 76 61 06	PM - War Memorial	Speciality Rock - War Memorial	\$2,371.60
DURPOS 0420	4/22/2020	306 000 594 21 60 00	Police Dept Project Account	PS Clean Air Permit - PW Project 18035	\$105.00
DURPOS 0420	4/22/2020	306 000 594 21 60 00	Police Dept Project Account	PS Clean Air Permit - PW Project 18035	\$105.00
DURPOS 0420	4/22/2020	410 016 531 10 31 02	SW-Operating Costs	Drone Registration with Federal Aviation Admin	\$2.50
DURPOS 0420	4/22/2020	410 016 531 10 31 02	SW-Operating Costs	IHealth Thermometers	\$39.33
DURPOS 0420	4/22/2020	410 016 531 10 32 00	SW-Fuel	Fuel	\$40.01
DURPOS 0420	4/22/2020	410 016 531 10 49 01	SW-Staff Development	Refund - Registration WOW Conf Kennewick - Durpos	(\$350.00)
DURPOS 0420	4/22/2020	410 016 531 10 49 01	SW-Staff Development	Registration OSHA Bloodborne Training PW	\$251.67
DYER 0420	4/22/2020	001 008 521 20 31 00	LE-Office Supplies	Electronic Book - Refunded by Dyer	\$1.08
ESHLEMAN 0420	4/22/2020	101 016 542 30 49 00	ST-Miscellaneous	Credit Card Finance Charge Eshleman 0420	\$1.95
ESHLEMAN 0420	4/22/2020	410 016 531 10 31 02	SW-Operating Costs	Drain Plug	\$39.35
ESHLEMAN 0420	4/22/2020	410 016 531 10 49 00	SW-Miscellaneous	Credit Card Finance Charge Eshleman 0420	\$1.94
GOOD 0420	4/22/2020	001 007 558 50 41 00	PL-Professional Servc	Job Posting Event/Marketing Specialist - WA Rec & Parks Assoc	\$50.00
GOOD 0420	4/22/2020	001 007 558 50 41 00	PL-Professional Servc	Job Posting Senior Planner - AWC	\$100.00
GOOD 0420	4/22/2020	101 016 542 30 41 02	ST-Professional Service	Job Posting Equip Mechanic - APWA	\$400.00
MINER 0420	4/22/2020	001 008 521 20 31 01	LE-Fixed Minor Equipment	CV - Respirator Masks	\$91.98
STEVENS B 0420	4/22/2020	001 004 514 23 31 00	FI-Office Supplies	Quickbooks for Finance Billing	\$234.35
STEVENS B 0420	4/22/2020	001 004 514 23 49 01	FI-Staff Development	Registration - Fin Reporting Webinar Series - Roundy	\$125.00

STEVENS T 0420	4/22/2020	001 006 518 80 31 00	IT-Office Supplies	CV - Microsoft Conference Bridge Number	\$48.00
STEVENS T 0420	4/22/2020	510 006 518 80 49 16	LR - GoDaddy SSL - 3 yr	GoDaddy Annual Domain Renewal	\$23.08
UBERT 0420	4/22/2020	001 008 521 20 31 00	LE-Office Supplies	CV - Mini Display Port to DVI Cable & to HDMI Adapter	\$20.57
UBERT 0420	4/22/2020	001 008 521 20 31 04	LE-Donation Exp - Other	Water/Juice - Award Banquet	\$50.51
UBERT 0420	4/22/2020	001 008 521 20 42 00	LE-Communication	Postage	\$8.70
UBERT 0420	4/22/2020	001 008 521 20 43 00	LE-Travel & Per Diem	Flight - WASPC Conf Spokane - Ubert	\$63.90
WARRINGTON 0420	4/22/2020	001 005 518 10 43 00	HR-Travel & Meetings	Hotel - 1 Night PRIMA 2020 Conference - Warrington	\$236.26
WARRINGTON 0420	4/22/2020	001 005 518 10 49 01	HR-Staff Development	Registration - PRIMA 2020 Conference - Warrington	\$835.00
WRIGHT 0420	4/22/2020	001 007 558 50 31 02	PL-Permit Related Op. Costs	Mailing Tubes with End Caps	\$129.47
WRIGHT 0420	4/22/2020	001 007 558 50 31 02	PL-Permit Related Op. Costs	Postcard Mailers Callow Green Extended Comment Period	\$24.05
WRIGHT 0420	4/22/2020	001 007 558 50 31 02	PL-Permit Related Op. Costs	Postcard Mailers Callow Green/LUA2020-0040	\$55.70
WRIGHT 0420	4/22/2020	001 007 558 50 31 02	PL-Permit Related Op. Costs	Postcard Mailers Hillcrest Portables	\$115.63
WRIGHT 0420	4/22/2020	001 007 558 50 31 02	PL-Permit Related Op. Costs	Postcard Mailers LUA2020-0030	\$44.57
WRIGHT 0420	4/22/2020	001 007 558 50 31 02	PL-Permit Related Op. Costs	Postcard Mailers LUA2020-0031	\$14.36
WRIGHT 0420	4/22/2020	001 007 558 50 49 01	PL-Staff Development	Registration - 2020 WRPA Conference - Meis/Wright	\$530.00
					\$13,034.19

Vendor: CDW Government Inc
Check Number: 50197

Invoice No	Check Date	Account Number	Account Name	Description	Amount
XKC4559	4/22/2020	002 010 594 76 61 01	Park Acquisition	Projection Screen	\$1,071.30
XKX0401	4/22/2020	002 010 594 76 61 01	Park Acquisition	Crestron AV Switch/Receiver/Control System/Touch Screen	\$9,520.60
XML2907	4/22/2020	002 010 594 76 61 01	Park Acquisition	Mic Base	\$517.75
XMP1334	4/22/2020	520 008 594 21 63 00	Capital Equipment	Server Memory Mod	\$130.80
XMR1343	4/22/2020	520 008 594 21 63 00	Capital Equipment	Mounting Component	\$243.81
					\$11,484.26

Vendor: Central Welding Supply Co Inc
Check Number: 50198

Invoice No	Check Date	Account Number	Account Name	Description	Amount
B131804	4/22/2020	101 016 544 90 31 02	ST-Operating Cost	Electrode/Hinge/Marker/Soapstone	\$74.45
B131804	4/22/2020	410 016 531 10 31 02	SW-Operating Costs	Electrode/Hinge/Marker/Soapstone	\$74.46
EV278849	4/22/2020	001 010 576 80 31 00	PK-Operating Costs	Miller Electrode/Tip	\$18.87
EV279001	4/22/2020	101 016 544 90 31 02	ST-Operating Cost	Propane Cylinder/Propane	\$120.59
EV279176	4/22/2020	001 010 576 80 31 00	PK-Operating Costs	Leather Gloves/Pliers/Knot Mini Radial Brush PK	\$111.54
EV279176	4/22/2020	101 016 544 90 31 02	ST-Operating Cost	Leather Gloves/Pliers/Knot Mini Radial Brush ST	\$111.54
EV279176	4/22/2020	410 016 531 10 31 02	SW-Operating Costs	Leather Gloves/Pliers/Knot Mini Radial Brush SW	\$111.54
					\$622.99

Vendor: Chilwon Corporation
Check Number: 50199

Invoice No	Check Date	Account Number	Account Name	Description	Amount
LSPD012	4/22/2020	001 008 521 20 41 01	LE-Professional Serv-Fixed	Uniform Cleaning - PD	\$383.57
					\$383.57

Vendor: Chinook Lumber Inc
Check Number: 50200

Invoice No	Check Date	Account Number	Account Name	Description	Amount
1625936	4/22/2020	001 010 576 80 31 00	PK-Operating Costs	Lumber/Posts/Joist Hangers/Utility Knife PK	\$810.74
1625936	4/22/2020	101 016 544 90 31 02	ST-Operating Cost	Lumber/Posts/Joist Hangers/Utility Knife ST	\$810.74
1625936	4/22/2020	410 016 531 10 31 02	SW-Operating Costs	Lumber/Posts/Joist Hangers/Utility Knife SW	\$810.74
					\$2,432.22

Vendor: CHS Engineers LLC
Check Number: 50201

Invoice No	Check Date	Account Number	Account Name	Description	Amount
371705-2003	4/22/2020	001 007 558 50 41 04	Permit Related Professional Sr	LUA2020-0046 Mecham Short Plat	\$672.58
371901-2023	4/22/2020	001 007 558 50 41 04	Permit Related Professional Sr	LUA2020-0044 BLA Mountain View	\$672.58
371907-2003	4/22/2020	001 007 558 50 41 04	Permit Related Professional Sr	LUA2019-0196 Pellerin Ridge Phase II/III	\$755.14
372002-2003	4/22/2020	001 007 558 50 41 04	Permit Related Professional Sr	LUA2019-0156/2020-0029/2020-0032	\$4,201.05
					\$6,301.35

Vendor: City of Everett
Check Number: 50202

Invoice No	Check Date	Account Number	Account Name	Description	Amount
120001621	4/22/2020	410 016 531 10 31 02	SW-Operating Costs	Fecal Coliform Analysis	\$132.00
					\$132.00

Vendor: City of Marysville
Check Number: 50203

Invoice No	Check Date	Account Number	Account Name	Description	Amount
20-005	4/22/2020	001 013 512 50 41 00	GG-Municipal Court Fees	Marysville Court Citations March 2020	\$9,844.32
6636	4/22/2020	001 008 523 60 41 00	LE-Jail	Prisoner Exams May 2017	\$100.00
POLIN 20-0021	4/22/2020	001 008 523 60 41 00	LE-Jail	Prisoner Medical Feb 2020	\$50.00
POLIN 20-0023	4/22/2020	001 008 523 60 41 00	LE-Jail	Prisoner Housing Marysville Feb 2020	\$5,078.24
					\$15,072.56

Vendor: Civicplus Inc
Check Number: 50204

Invoice No	Check Date	Account Number	Account Name	Description	Amount
196644	4/22/2020	510 006 518 80 49 07	LR - Civic Plus Website	Business Development Website Annual Fee	\$752.46
196647	4/22/2020	510 006 518 80 49 07	LR - Civic Plus Website	PD Website Annual Fee	\$752.46
					\$1,504.92

Vendor: Colacurcio Brothers Inc
Check Number: 50205

Invoice No	Check Date	Account Number	Account Name	Description	Amount
PROGRESS 9	4/22/2020	305 010 594 76 60 00	North Cove Park Cap-Local	North Cove Park/Pavilion Project 18012	\$149,801.99
PROGRESS 9	4/22/2020	305 013 594 57 60 01	Pavillion - Grant Exp	North Cove Park/Pavilion Project 18012	\$166,596.59
PROGRESS 9	4/22/2020	305 016 595 30 60 02	Main Street Project - Local	North Cove Park/Pavilion Project 18012	\$32,266.16
					\$348,664.74

Vendor: Columbia Ford Inc
Check Number: 50206

Invoice No	Check Date	Account Number	Account Name	Description	Amount
3-L868 H349	4/22/2020	520 008 594 21 63 00	Capital Equipment	2020 Ford Police Interceptor SUV	\$50,116.57
3-L869 H350	4/22/2020	520 008 594 21 63 00	Capital Equipment	2020 Ford Police Interceptor SUV	\$50,116.57
					\$100,233.14

Vendor: Comcast
Check Number: 50207

Invoice No	Check Date	Account Number	Account Name	Description	Amount
0320 COMCAST	4/22/2020	001 008 521 20 42 00	LE-Communication	Internet Services - Market Place	\$106.19
0320 COMCAST	4/22/2020	001 008 521 20 42 00	LE-Communication	Internet Services - N Lakeshore Dr	\$146.19
0320 COMCAST	4/22/2020	001 010 576 80 42 00	PK-Communication	Internet Services - Parks/Rec Office	\$136.19
0320 COMCAST	4/22/2020	101 016 542 64 47 00	ST-Traffic Control -Utility	Traffic Signal Control	\$155.01
					\$543.58

Vendor: Construction Group Intl LLC
Check Number: 50208

Invoice No	Check Date	Account Number	Account Name	Description	Amount
20064/1	4/22/2020	306 000 594 21 60 00	Police Dept Project Account	Asbestos Abatement 10532 18th St SE	\$25,424.25
					\$25,424.25

Vendor: Cory De Jong and Sons Inc
Check Number: 50209

Invoice No	Check Date	Account Number	Account Name	Description	Amount
C282957	4/22/2020	001 010 576 80 31 00	PK-Operating Costs	All Purpose Soil	\$17.31
C287373	4/22/2020	001 010 576 80 31 00	PK-Operating Costs	Mulch	\$183.94
C287375	4/22/2020	001 010 576 80 31 00	PK-Operating Costs	Mulch	\$73.58
C287379	4/22/2020	001 010 576 80 31 00	PK-Operating Costs	Bark	\$55.19
					\$330.02

Vendor: Cuz Concrete Products Inc
Check Number: 50210

Invoice No	Check Date	Account Number	Account Name	Description	Amount
268371	4/22/2020	302 010 594 76 61 00	PM - Frontier Heights Capital	Concrete Basins/Frame/Grate/Base/Ladders Frontier Heights	\$6,071.85
268548	4/22/2020	302 010 594 76 61 00	PM - Frontier Heights Capital	Debri one Alum Light Duty/Trash Rack Frontier Heights	\$4,316.40
					\$10,388.25

Vendor: Dept of Licensing
Check Number: 0

Invoice No	Check Date	Account Number	Account Name	Description	Amount
1019-0120	3/31/2020	633 000 589 30 00 05	Gun Permit - State Remittance	Weapons Permits	\$1,668.00
					\$1,668.00

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

Invoice No	Check Date	Account Number	Account Name	Description	Amount
041020	4/14/2020	001 000 282 00 00 00	Payroll Liability Retirement	Employee Portion-State Deferre	\$2,450.00
					\$2,450.00

Vendor: Dept of Retirement PERS LEOFF
Check Number: 0

Invoice No	Check Date	Account Number	Account Name	Description	Amount
041020	4/14/2020	001 000 282 00 00 00	Payroll Liability Retirement	PERS LEOFF Contributions	\$57,122.16
041020S	4/14/2020	001 000 282 00 00 00	Payroll Liability Retirement	PERS LEOFF Contributions State Contributions	\$75.51
					\$57,197.67

Vendor: Dept of Transportation
Check Number: 50211

Invoice No	Check Date	Account Number	Account Name	Description	Amount
313ATB91014171	4/22/2020	101 016 542 30 41 02	ST-Professional Service	Bridge Inspection July-Sept 2019	\$1,349.39
					\$1,349.39

Vendor: Dunlap Industrial Hardware
Check Number: 50212

Invoice No	Check Date	Account Number	Account Name	Description	Amount
314740-1	4/22/2020	410 016 531 10 31 02	SW-Operating Costs	Water Hose/Metal Cutting Blade	\$567.34
					\$567.34

Vendor: EFTPS
Check Number: 0

Invoice No	Check Date	Account Number	Account Name	Description	Amount
041020	4/14/2020	001 000 281 00 00 00	Payroll Liability Taxes	Federal Payroll Taxes	\$81,589.62
					\$81,589.62

Vendor: Electronic Business Machines
Check Number: 50213

Invoice No	Check Date	Account Number	Account Name	Description	Amount
AR160527	4/22/2020	101 016 542 30 48 00	ST-Repair & Maintenance	Copier Repair & Maintenance PW	\$11.19
AR160527	4/22/2020	410 016 531 10 48 00	SW-Repairs & Maintenance	Copier Repair & Maintenance PW	\$11.18
AR162761	4/22/2020	101 016 542 30 48 00	ST-Repair & Maintenance	Copier Repair & Maintenance PW	\$9.36
AR162761	4/22/2020	410 016 531 10 48 00	SW-Repairs & Maintenance	Copier Repair & Maintenance PW	\$9.36
					\$41.09

Vendor: Environmental Science Associates
Check Number: 50214

Invoice No	Check Date	Account Number	Account Name	Description	Amount
153911	4/22/2020	301 016 595 30 60 03	17005- 24th St & 91st Ext	SR9 & 24th St Roundabout Professional Services	\$12,082.50
					\$12,082.50

Vendor: Everett Steel Inc
Check Number: 50215

Invoice No	Check Date	Account Number	Account Name	Description	Amount
292092	4/22/2020	410 016 531 10 31 02	SW-Operating Costs	Square/Round Tubes	\$616.69
					\$616.69

Vendor: Ewing Irrigation Products Inc
Check Number: 50216

Invoice No	Check Date	Account Number	Account Name	Description	Amount
9253445	4/22/2020	001 010 576 80 31 00	PK-Operating Costs	PVC Bushings/Couplers/Elbows	\$22.75
					\$22.75

Vendor: Fastenal Company
Check Number: 50217

Invoice No	Check Date	Account Number	Account Name	Description	Amount
WAARN139190	4/22/2020	101 016 544 90 31 02	ST-Operating Cost	Nutset	\$37.53
WAARN139191	4/22/2020	410 016 531 10 31 02	SW-Operating Costs	Slotted Hex Nuts	\$122.72
					\$160.25

Vendor: FBI - LEEDA
Check Number: 50218

Invoice No	Check Date	Account Number	Account Name	Description	Amount
200042834	4/22/2020	001 008 521 40 49 01	LE-Registration Fees	Registration - Distance Learning Ethics - Valvick	\$350.00
					\$350.00

Vendor: Frontier
Check Number: 50219

Invoice No	Check Date	Account Number	Account Name	Description	Amount
0420 FRONTIER	4/22/2020	001 012 575 30 42 00	CS - Museum - Communications	Telephone Services Museum	\$212.78
0420 FRONTIER	4/22/2020	001 013 518 20 42 00	GG-Communication	Fax Services City Hall	\$28.99
0420 FRONTIER	4/22/2020	101 016 542 64 47 00	ST-Traffic Control -Utility	Traffic Control Modem	\$62.05
0420 FRONTIER	4/22/2020	101 016 543 30 42 00	ST-Communications	Fax Services City Hall	\$29.00
0420 FRONTIER	4/22/2020	410 016 531 10 42 00	SW-Communications	Fax Services City Hall	\$29.00
					\$361.82

Vendor: Goldman
Check Number: 50220

Invoice No	Check Date	Account Number	Account Name	Description	Amount
20-1055	4/22/2020	001 008 521 20 41 00	LE-Professional Services	Pre-Employment Polygraph Exam	\$225.00
					\$225.00

Vendor: Grainger
Check Number: 50221

Invoice No	Check Date	Account Number	Account Name	Description	Amount
9505596958	4/22/2020	001 010 576 80 31 00	PK-Operating Costs	Cutting Oil	\$39.04
9505596966	4/22/2020	001 010 576 80 31 00	PK-Operating Costs	Band Saw Blade	\$201.54
					\$240.58

Vendor: Granite Construction Supply
Check Number: 50222

Invoice No	Check Date	Account Number	Account Name	Description	Amount
80247	4/22/2020	101 016 542 64 31 00	ST-Traffic Control - Supply	Bump Rental/Pliers	\$167.45
80369	4/22/2020	001 010 576 80 26 00	PK- Clothing - Boot Allowance	Soft Shell Jacket	\$93.33
80369	4/22/2020	001 010 576 80 31 00	PK-Operating Costs	Orange Construction Fence	\$47.21
					\$307.99

Vendor: Greenshields Industrial Supply Inc
Check Number: 50223

Invoice No	Check Date	Account Number	Account Name	Description	Amount
1-90812	4/22/2020	410 016 531 10 31 02	SW-Operating Costs	Wrench Set/Socket Set/Pinch Bar/Screwdriver Set	\$1,607.57
					\$1,607.57

Vendor: Honey Bucket
Check Number: 50224

Invoice No	Check Date	Account Number	Account Name	Description	Amount
0551490121	4/22/2020	001 010 576 80 45 00	PK-Equipment Rental	Honey Bucket Rental - Wyatt Park/Davies Beach	\$136.50
					\$136.50

Vendor: Horizon Distributors Inc
Check Number: 50225

Invoice No	Check Date	Account Number	Account Name	Description	Amount
2M094182	4/22/2020	001 010 576 80 31 00	PK-Operating Costs	Rain Bird Adapter/PVC Male Adapter/Swing Pipe	\$39.36
					\$39.36

Vendor: HRA VEBA Trust YA20192
Check Number: 50176

Invoice No	Check Date	Account Number	Account Name	Description	Amount
041020	4/14/2020	001 000 283 00 00 00	Payroll Liability Medical	Employee VEBA Contributions	\$1,858.10
					\$1,858.10

Vendor: HSA Bank
Check Number: 50177

Invoice No	Check Date	Account Number	Account Name	Description	Amount
041020	4/14/2020	001 000 284 00 00 00	Payroll Liability Other	Health Savings Account Employee Contributions	\$456.24
					\$456.24

Vendor: Industrial Bolt & Supply Inc
Check Number: 50226

Invoice No	Check Date	Account Number	Account Name	Description	Amount
725948-1	4/22/2020	101 016 544 90 31 02	ST-Operating Cost	Curve Flap Disc/Ripper Cut off Wheel/Grinder	\$611.58

725948-2	4/22/2020	410 016 531 10 31 02	SW-Operating Costs	Bench Grinder	\$345.32
					\$956.90

Vendor: Irwin
Check Number: 50227

Invoice No	Check Date	Account Number	Account Name	Description	Amount
090119 IRWIN 2	4/22/2020	001 008 521 20 32 00	LE-Fuel	Reissue from 2019 - Fuel PT61	\$20.00
					\$20.00

Vendor: J Thayer Company Inc
Check Number: 50228

Invoice No	Check Date	Account Number	Account Name	Description	Amount
1442687-2	4/22/2020	001 013 518 20 31 00	GG-Operating Costs	CV - Handsoap	\$65.48
1445962-0	4/22/2020	001 013 518 20 31 00	GG-Operating Costs	Paper Towels	\$12.66
1446688-0	4/22/2020	001 013 518 20 31 00	GG-Operating Costs	CV - Bleach Cleaner	\$159.09
1447001-0	4/22/2020	001 013 518 20 31 00	GG-Operating Costs	Handsoap/Color Paper	\$50.77
1447001-1	4/22/2020	001 007 559 30 31 00	PB-Office Supplies	Hand Soap	\$8.14
1447270-0	4/22/2020	001 013 518 20 31 00	GG-Operating Costs	Diswasher Soap/Dawn Dish Soap	\$19.08
1447320-0	4/22/2020	001 008 521 20 31 00	LE-Office Supplies	Post It Notes/DVDR/Glue Sticks/Toner	\$234.45
1447792-0	4/22/2020	001 013 518 20 31 00	GG-Operating Costs	CV - Hand Sanitizing Wipes	\$245.20
C1442687-1	4/22/2020	001 013 518 20 31 00	GG-Operating Costs	CV - Bleach Cleaners Credit	(\$164.81)
					\$630.06

Vendor: Kephart
Check Number: 50229

Invoice No	Check Date	Account Number	Account Name	Description	Amount
040620 KEPHART	4/22/2020	003 000 345 81 00 00	Zoning-Subdivision Fees	Refund SPE2020-0003 Kepar Due to COVID	\$35.00
					\$35.00

Vendor: King County Directors Association Purchasing Dept
Check Number: 50230

Invoice No	Check Date	Account Number	Account Name	Description	Amount
300480037	4/22/2020	001 007 558 50 31 02	PL-Permit Related Op. Costs	Work Surface for Building Official	\$437.96
					\$437.96

Vendor: Lake Industries LLC
Check Number: 50231

Invoice No	Check Date	Account Number	Account Name	Description	Amount
283709	4/22/2020	302 010 594 76 61 00	PM - Frontier Heights Capital	Pea Gravel Frontier Heights	\$3,492.49
283716	4/22/2020	302 010 594 76 61 00	PM - Frontier Heights Capital	Pea Gravel Frontier Heights	\$3,482.94
283736	4/22/2020	101 016 544 90 31 02	ST-Operating Cost	Screened Pit Run	\$94.26
38172	4/22/2020	306 000 594 21 60 00	Police Dept Project Account	Concrete Hauled In	\$576.00
38174	4/22/2020	101 016 544 90 31 02	ST-Operating Cost	Fill Hauled In - Dry Material	\$330.00
38174	4/22/2020	410 016 531 10 31 02	SW-Operating Costs	Fill Hauled In - Dry Material	\$330.00
38178	4/22/2020	101 016 544 90 31 02	ST-Operating Cost	Fill Hauled In - Dry Material	\$216.00
38178	4/22/2020	410 016 531 10 31 02	SW-Operating Costs	Fill Hauled In - Dry Material	\$216.00
					\$8,737.69

Vendor: Lake Stevens Fire
Check Number: 50232

Invoice No	Check Date	Account Number	Account Name	Description	Amount
Q4 2019	4/22/2020	633 000 589 30 00 02	Fire District Fee Remit	Q4 2019 Fire Fees	\$3,935.00
					\$3,935.00

Vendor: Lake Stevens Police Guild
Check Number: 50178

Invoice No	Check Date	Account Number	Account Name	Description	Amount
041020	4/14/2020	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: 50233

Invoice No	Check Date	Account Number	Account Name	Description	Amount
040120 LSSD	4/22/2020	001 008 521 50 47 00	LE-Facility Utilities	Sewer - N Lakeshore Dr Acct 6666-01	\$86.00
040120 LSSD	4/22/2020	001 008 521 50 47 00	LE-Facility Utilities	Sewer - New Police Station Acct 6296-03	\$172.00
040120 LSSD	4/22/2020	001 008 521 50 47 00	LE-Facility Utilities	Sewer - New Police Training Rm Acct 8710-03	\$86.00
040120 LSSD	4/22/2020	001 008 521 50 47 00	LE-Facility Utilities	Sewer - Police Station Acct 9902-01	\$86.00
040120 LSSD	4/22/2020	001 010 576 80 47 00	PK-Utilities	Sewer - Boat Launch Restrooms Acct 12326-01	\$87.00
040120 LSSD	4/22/2020	001 010 576 80 47 00	PK-Utilities	Sewer - Davies Beach Acct 3628-01	\$75.85
040120 LSSD	4/22/2020	001 010 576 80 47 00	PK-Utilities	Sewer - Lundeen Park Acct 2538-02	\$172.00
040120 LSSD	4/22/2020	001 012 572 20 47 00	CS - Library-Utilities	Sewer - Library Acct 6664-01	\$86.00
040120 LSSD	4/22/2020	001 013 518 20 47 00	GG-Utilities	Sewer - City Hall Acct 6671-01	\$86.00
040120 LSSD	4/22/2020	001 013 518 20 47 00	GG-Utilities	Sewer - Vacant Houses 20th St SE Acct 3134-03	\$86.00
040120 LSSD	4/22/2020	001 013 518 20 47 02	GG-Utilities for Rentals	Sewer - Butler Property Acct 6670-02	\$86.00
040120 LSSD	4/22/2020	001 013 518 20 47 02	GG-Utilities for Rentals	Sewer - Landre Property Acct 6659-02	\$86.00
040120 LSSD	4/22/2020	001 013 518 20 47 02	GG-Utilities for Rentals	Sewer - New Leased Comm Building Acct 6390-03	\$197.23
					\$1,392.08

Vendor: Land Development Consultants Inc
Check Number: 50234

Invoice No	Check Date	Account Number	Account Name	Description	Amount
20405	4/22/2020	305 010 594 76 60 00	North Cove Park Cap-Local	North Cove Park Plaza Design	\$9,550.45
20408	4/22/2020	302 010 594 76 61 01	PM - North Cove Capital	North Cove Park Plaza Design - Phase II	\$17,673.15
20449	4/22/2020	001 007 558 50 41 04	Permit Related Professional Sr	Permitting Review Services	\$190.00
20453	4/22/2020	301 016 595 61 64 02	18004 - S. Lake Stevens Rd	S Lake Stevens Rd Multi Use Path	\$1,522.15
					\$28,935.75

Vendor: Law Enforcement Information and Records Assoc
Check Number: 50235

Invoice No	Check Date	Account Number	Account Name	Description	Amount
432	4/22/2020	001 008 521 20 49 00	LE-Dues & Memberships	LEIRA 2020 Membership - D Smith	\$50.00
					\$50.00

Vendor: Les Schwab Tire Center
Check Number: 50236

Invoice No	Check Date	Account Number	Account Name	Description	Amount
40200496927	4/22/2020	410 016 531 10 31 02	SW-Operating Costs	New Tire Street Sweeper	\$557.48
					\$557.48

Vendor: Life-Assist Inc
Check Number: 50237

Invoice No	Check Date	Account Number	Account Name	Description	Amount
990292	4/22/2020	001 008 521 20 48 00	LE-Repair & Maintenance Equip	CV - N95 Masks	\$758.64
991823	4/22/2020	001 008 521 20 48 00	LE-Repair & Maintenance Equip	CV - Super Sani-Cloth Wipes	\$175.53
991990	4/22/2020	001 008 521 20 48 00	LE-Repair & Maintenance Equip	CV - Super Sani-Cloth Wipes	\$99.21
993053	4/22/2020	001 008 521 20 48 00	LE-Repair & Maintenance Equip	CV - Sani-Hands ALC Hand Wipes	\$107.91
					\$1,141.29

Vendor: LN Curtis & Sons
Check Number: 50238

Invoice No	Check Date	Account Number	Account Name	Description	Amount
INV378564	4/22/2020	001 008 521 20 31 01	LE-Fixed Minor Equipment	Pants/Tactical Holster	\$356.03
					\$356.03

Vendor: McLoughlin & Eardley Group Inc
Check Number: 50239

Invoice No	Check Date	Account Number	Account Name	Description	Amount
0247610-IN	4/22/2020	520 008 594 21 63 00	Capital Equipment	Red/White Round Compartment	\$217.21
					\$217.21

Vendor: Method Barricade & Construction Supply LLC
Check Number: 50240

Invoice No	Check Date	Account Number	Account Name	Description	Amount
12788	4/22/2020	101 016 542 64 31 00	ST-Traffic Control - Supply	Street Sign	\$49.05
12793	4/22/2020	101 016 542 64 31 00	ST-Traffic Control - Supply	Street Sign	\$49.14
12815	4/22/2020	101 016 542 64 31 00	ST-Traffic Control - Supply	Street Sign Post/Anchor	\$1,678.95
12829	4/22/2020	101 016 542 64 31 00	ST-Traffic Control - Supply	Striping Paint	\$58.86
12830	4/22/2020	101 016 542 64 31 00	ST-Traffic Control - Supply	Sign - Back In Parking Only	\$232.17
					\$2,068.17

Vendor: MJ Neal Associates Architects PLLC
Check Number: 50241

Invoice No	Check Date	Account Number	Account Name	Description	Amount
032520 MJ NEAL PD	4/22/2020	306 000 594 21 60 00	Police Dept Project Account	Police Dept Architectural/Engineering Svcs	\$15,255.39
032520 MJ NEAL PW	4/22/2020	001 010 594 76 64 00	PK-Capital Outlay	PW Shop Redesign Engineering Services	\$4,310.00
032520 MJ NEAL PW	4/22/2020	101 016 594 42 64 00	ST-Capital Expenditures	PW Shop Redesign Engineering Services	\$8,620.00
032520 MJ NEAL PW	4/22/2020	410 016 594 31 60 01	SW - Capital Expenditure	PW Shop Redesign Engineering Services	\$8,620.00
					\$36,805.39

Vendor: Modern Machinery Co Inc
Check Number: 50242

Invoice No	Check Date	Account Number	Account Name	Description	Amount
2563491 PS	4/22/2020	410 016 531 10 31 02	SW-Operating Costs	Ultralok Twin Pick/Point	\$893.47
					\$893.47

Vendor: Monroe Correctional Complex
Check Number: 50243

Invoice No	Check Date	Account Number	Account Name	Description	Amount
MCC2003-1193	4/22/2020	410 016 531 10 48 00	SW-Repairs & Maintenance	DOC Work Crew - March 2020	\$309.83
					\$309.83

Vendor: Nationwide
Check Number: 50244

Invoice No	Check Date	Account Number	Account Name	Description	Amount
040220 NATIONWI	4/22/2020	111 008 521 20 40 00	Drug Seize - Canine Prof Serv	Annual Nationwide Pet Insurance - Cia	\$1,379.85
					\$1,379.85

Vendor: Nationwide Retirement Solution
Check Number: 0

Invoice No	Check Date	Account Number	Account Name	Description	Amount
041020	4/14/2020	001 000 282 00 00 00	Payroll Liability Retirement	Employee Portion-Nationwide	\$4,420.00
					\$4,420.00

Vendor: New York Life
Check Number: 50179

Invoice No	Check Date	Account Number	Account Name	Description	Amount
041020	4/14/2020	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
041020	4/14/2020	001 002 513 11 20 00	AD-Benefits	Life/Disability Ins Premiums	\$52.99
041020	4/14/2020	001 003 514 20 20 00	CC-Benefits	Life/Disability Ins Premiums	\$45.61
041020	4/14/2020	001 004 514 23 20 00	FI-Benefits	Life/Disability Ins Premiums	\$158.59
041020	4/14/2020	001 005 518 10 20 00	HR-Benefits	Life/Disability Ins Premiums	\$36.54
041020	4/14/2020	001 006 518 80 20 00	IT-Benefits	Life/Disability Ins Premiums	\$122.64
041020	4/14/2020	001 007 558 50 20 00	PL-Benefits	Life/Disability Ins Premiums	\$264.78
041020	4/14/2020	001 007 559 30 20 00	PB-Benefits	Life/Disability Ins Premiums	\$129.02
041020	4/14/2020	001 008 521 20 20 00	LE-Benefits	Life/Disability Ins Premiums	\$1,483.60
041020	4/14/2020	001 010 576 80 20 00	PK-Benefits	Life/Disability Ins Premiums	\$187.59
041020	4/14/2020	001 013 518 30 20 00	GG-Benefits	Life/Disability Ins Premiums	\$138.92
041020	4/14/2020	101 016 542 30 20 00	ST-Benefits	Life/Disability Ins Premiums	\$433.52
041020	4/14/2020	410 016 531 10 20 00	SW-Benefits	Life/Disability Ins Premiums	\$443.27
					\$3,497.07

Vendor: NMC Franchising LLC
Check Number: 50245

Invoice No	Check Date	Account Number	Account Name	Description	Amount
160955	4/22/2020	001 007 558 50 41 00	PL-Professional Servc	Janitorial Services - City Hall	\$55.50
160955	4/22/2020	001 007 559 30 41 00	PB-Professional Srv	Janitorial Services - City Hall	\$55.50
160955	4/22/2020	001 008 521 50 48 00	LE-Facility Repair & Maint	Janitorial Services - Police Dept	\$495.00
160955	4/22/2020	001 010 576 80 41 00	PK-Professional Services	Janitorial Services - City Hall	\$55.50
160955	4/22/2020	001 013 518 20 41 00	GG-Professional Service	Janitorial Services - City Hall	\$55.50
160955	4/22/2020	001 013 518 20 41 00	GG-Professional Service	Janitorial Services - VIC	\$155.00
160955	4/22/2020	101 016 542 30 41 02	ST-Professional Service	Janitorial Services - City Hall	\$55.50
160955	4/22/2020	410 016 531 10 41 01	SW-Professional Services	Janitorial Services - City Hall	\$55.50
					\$983.00

Vendor: North Sound Hose Fittings Inc
Check Number: 50246

Invoice No	Check Date	Account Number	Account Name	Description	Amount
N020578	4/22/2020	101 016 542 66 31 00	ST-Snow & Ice - Sply	Camlock Gasket	\$3.16
N020743	4/22/2020	302 010 594 76 61 00	PM - Frontier Heights Capital	Hoses/Hydraulic Hose Frontier Heights	\$53.98
					\$57.14

Vendor: O Reilly Auto Parts
Check Number: 50247

Invoice No	Check Date	Account Number	Account Name	Description	Amount
2960-171710	4/22/2020	410 016 531 10 31 02	SW-Operating Costs	Anitfreeze	\$16.34
2960-177041	4/22/2020	410 016 531 10 31 02	SW-Operating Costs	Breakcleaner/Anitfreeze PW26	\$41.47
2960-178046	4/22/2020	101 016 544 90 31 02	ST-Operating Cost	Detail Brush/Air Plug/Blow Gun	\$29.81
2960-178181	4/22/2020	410 016 531 10 31 02	SW-Operating Costs	Oil Filter/AnitFreeze PW63	\$152.06
					\$239.68

Vendor: Oldcastle Infrastructure Inc
Check Number: 50248

Invoice No	Check Date	Account Number	Account Name	Description	Amount
010236999	4/22/2020	305 010 594 76 60 00	North Cove Park Cap-Local	Locking Junction Box	\$1,921.92
					\$1,921.92

Vendor: Olympic Paving Inc
Check Number: 50249

Invoice No	Check Date	Account Number	Account Name	Description	Amount
1901-1	4/22/2020	101 016 542 30 41 00	ST-Pavement Preservation	Emergency Road Repair Hartford Rd	\$16,541.84
1901-2	4/22/2020	101 016 542 30 41 00	ST-Pavement Preservation	Emergency Road Repair 20th St NE	\$10,629.68
					\$27,171.52

Vendor: Owen Equipment Company
Check Number: 50184

Invoice No	Check Date	Account Number	Account Name	Description	Amount
00097260	4/15/2020	530 016 594 48 60 00	Purchase Of Capital Equipment	Vactor Purchase	\$511,615.22
					\$511,615.22

Vendor: Pace Engineers Inc
Check Number: 50250

Invoice No	Check Date	Account Number	Account Name	Description	Amount
75114	4/22/2020	411 016 594 31 60 00	Decant Facility Project	Engineering Services Decant Facility	\$20,833.75
					\$20,833.75

Vendor: Panther Backflow Testing
Check Number: 50251

Invoice No	Check Date	Account Number	Account Name	Description	Amount
150121	4/22/2020	001 010 576 80 41 00	PK-Professional Services	Backflow Testing 1812 Main St	\$110.00
					\$110.00

Vendor: Perteet Inc
Check Number: 50252

Invoice No	Check Date	Account Number	Account Name	Description	Amount
20120176.001-57	4/22/2020	301 016 544 40 41 00	Street Op - P&D - 20th St SE	20th Street SE Phase II Segment 1 Design	\$42,792.78
					\$42,792.78

Vendor: PowerDMS Inc
Check Number: 50253

Invoice No	Check Date	Account Number	Account Name	Description	Amount
35109	4/22/2020	001 008 521 20 41 01	LE-Professional Serv-Fixed	PowerStandards for WASPC LE Manual	\$1,253.50
					\$1,253.50

Vendor: Precision Turf Equipment LLC
Check Number: 50254

Invoice No	Check Date	Account Number	Account Name	Description	Amount
12088-43220	4/22/2020	001 010 576 80 31 00	PK-Operating Costs	Hydro Oil/Filter	\$107.58
					\$107.58

Vendor: Public Safety Testing Inc
Check Number: 50255

Invoice No	Check Date	Account Number	Account Name	Description	Amount
2020-0139	4/22/2020	001 005 518 10 41 00	HR-Professional Services	Q1 2020 Recruiting Assistance - Police Officer	\$463.00
					\$463.00

Vendor: Puget Sound Energy
Check Number: 50256

Invoice No	Check Date	Account Number	Account Name	Description	Amount
24316495 0420	4/22/2020	001 010 576 80 47 00	PK-Utilities	Natural Gas - City Shop	\$314.87
24316495 0420	4/22/2020	101 016 543 50 47 00	ST-Utilities	Natural Gas - City Shop	\$314.87
24316495 0420	4/22/2020	410 016 531 10 47 00	SW-Utilities	Natural Gas - City Shop	\$314.96
3723810 0420	4/22/2020	001 008 521 50 47 00	LE-Facility Utilities	Natural Gas - N Lakeshore Dr	\$125.50
					\$1,070.20

Vendor: Republic Services 197
Check Number: 50257

Invoice No	Check Date	Account Number	Account Name	Description	Amount
0197-002592996	4/22/2020	001 010 576 80 45 01	PK- Dumpster Service	Dumpster Services City Shop	\$320.13
0197-002592996	4/22/2020	101 016 542 30 45 01	ST-Dumpster Service	Dumpster Services City Shop	\$320.13
0197-002592996	4/22/2020	410 016 531 10 45 00	SW-Dumpster Service	Dumpster Services City Shop	\$320.13
0197-002593524	4/22/2020	001 013 518 20 45 01	GG-Dumpster Service	Dumpster Services City Hall	\$466.27
					\$1,426.66

Vendor: Rexel USA Inc
Check Number: 50258

Invoice No	Check Date	Account Number	Account Name	Description	Amount
0F65410	4/22/2020	101 016 542 63 47 00	ST-Lighting - Utilities	LED Street Lighting	\$15,748.38
0G67228	4/22/2020	101 016 544 90 31 02	ST-Operating Cost	Receptacles/Wallplates/Fuse	\$126.30
0G67228	4/22/2020	410 016 531 10 31 02	SW-Operating Costs	Receptacles/Wallplates/Fuse	\$126.31
0G68593	4/22/2020	410 016 531 10 31 02	SW-Operating Costs	Rectangular Pull Box	\$91.17
0G71167	4/22/2020	101 016 544 90 31 02	ST-Operating Cost	Safety Switch/Fuse	\$1,645.06
0H10017	4/22/2020	001 010 576 80 31 00	PK-Operating Costs	PVC Supplies	\$185.30
					\$17,922.52

Vendor: RP Electronics Inc
Check Number: 50259

Invoice No	Check Date	Account Number	Account Name	Description	Amount
6126	4/22/2020	001 013 518 20 47 02	GG-Utilities for Rentals	Security Monitoring 1819 S Lake Stevens Rd	\$212.55
					\$212.55

Vendor: San Diego Police Equipment Co Inc
Check Number: 50260

Invoice No	Check Date	Account Number	Account Name	Description	Amount
642075	4/22/2020	001 008 521 20 31 01	LE-Fixed Minor Equipment	Ammo	\$663.63
					\$663.63

Vendor: Sherwin-Williams Co
Check Number: 50261

Invoice No	Check Date	Account Number	Account Name	Description	Amount
9912-8	4/22/2020	001 013 518 20 31 00	GG-Operating Costs	Paint/Chip Brush - Library	\$75.90
					\$75.90

Vendor: Smarsh Inc
Check Number: 50262

Invoice No	Check Date	Account Number	Account Name	Description	Amount
INV00583670	4/22/2020	510 006 518 80 49 05	LR - Smarsh	Archiving Platform	\$660.00
					\$660.00

Vendor: Snohomish Co-op Inc
Check Number: 50263

Invoice No	Check Date	Account Number	Account Name	Description	Amount
00035093	4/22/2020	410 016 531 10 31 02	SW-Operating Costs	Propane	\$18.97
00035655	4/22/2020	410 016 531 10 32 00	SW-Fuel	Ethanol Fuel	\$136.45
					\$155.42

Vendor: Snohomish County Public Works Solid Waste
Check Number: 50264

Invoice No	Check Date	Account Number	Account Name	Description	Amount
I000528695	4/22/2020	001 013 518 20 48 00	GG-Repair & Maintenance	Fluorescent Tubes Disposal	\$100.00
					\$100.00

Vendor: Snohomish County PUD
Check Number: 50265

Invoice No	Check Date	Account Number	Account Name	Description	Amount
100420662	4/22/2020	001 010 576 80 47 00	PK-Utilities	200206019 North Cove Park Electric	\$18.08
100420662	4/22/2020	001 010 576 80 47 00	PK-Utilities	200206019 Parks Electric	\$77.31
100420662	4/22/2020	001 010 576 80 47 00	PK-Utilities	200206019 Parks Water	\$56.61
100420662	4/22/2020	001 012 572 20 47 00	CS - Library-Utilities	200206019 Library Electric	\$734.53
100420662	4/22/2020	001 013 518 20 47 00	GG-Utilities	200206019 City Hall Admin Electric	\$313.98
100420662	4/22/2020	001 013 518 20 47 00	GG-Utilities	200206019 City Hall Electric	\$325.67
100420662	4/22/2020	001 013 518 20 47 00	GG-Utilities	200206019 City Hall Water	\$174.83
100420662	4/22/2020	001 013 518 20 47 00	GG-Utilities	200206019 Library Water	\$137.60
100420662	4/22/2020	101 016 542 63 47 00	ST-Lighting - Utilities	200206019 Street Lights	\$149.00
105322129	4/22/2020	001 010 576 80 47 00	PK-Utilities	200206019 North Cove Park Electric	\$18.67
105322129	4/22/2020	001 010 576 80 47 00	PK-Utilities	200206019 Parks Electric	\$71.85
105322129	4/22/2020	001 010 576 80 47 00	PK-Utilities	200206019 Parks Water	\$62.52
105322129	4/22/2020	001 012 572 20 47 00	CS - Library-Utilities	200206019 Library Electric	\$577.01
105322129	4/22/2020	001 012 575 50 47 00	CS- Pavillion -Utilities	200206019 The Mill Electric	\$1,400.00
105322129	4/22/2020	001 013 518 20 47 00	GG-Utilities	200206019 City Hall Admin Electric	\$223.25
105322129	4/22/2020	001 013 518 20 47 00	GG-Utilities	200206019 City Hall Electric	\$333.73
105322129	4/22/2020	001 013 518 20 47 00	GG-Utilities	200206019 City Hall Water	\$172.56
105322129	4/22/2020	001 013 518 20 47 00	GG-Utilities	200206019 Library Water	\$87.77
105322129	4/22/2020	101 016 542 63 47 00	ST-Lighting - Utilities	200206019 Street Lights	\$118.39
105322727	4/22/2020	001 010 576 80 47 00	PK-Utilities	222191298 North Cove Park Water	\$53.18
105322728	4/22/2020	001 010 576 80 47 00	PK-Utilities	222191314 20th St Ballfield Water	\$53.18
105323391	4/22/2020	101 016 542 63 47 00	ST-Lighting - Utilities	200363505 Traffic Signal	\$74.13
115221059	4/22/2020	001 008 521 50 47 00	LE-Facility Utilities	200558690 Police N Lakeshore Dr Electric	\$93.87
115221059	4/22/2020	001 008 521 50 47 00	LE-Facility Utilities	200558690 Police N Lakeshore Dr Water	\$24.48
121855144	4/22/2020	001 010 576 80 47 00	PK-Utilities	222509887 Wyatt Park Electric/Water	\$71.86
121855145	4/22/2020	001 010 576 80 47 00	PK-Utilities	222509911 Wyatt Park Electric/Water	\$68.94
125169481	4/22/2020	101 016 542 63 47 00	ST-Lighting - Utilities	201595113 Street Lights	\$147.40
125172691	4/22/2020	101 016 542 63 47 00	ST-Lighting - Utilities	201860178 Traffic Signal 9101 Market Pl	\$132.30
128449796	4/22/2020	101 016 542 63 47 00	ST-Lighting - Utilities	201973682 Street Lights	\$47.38
128450996	4/22/2020	001 010 576 80 47 00	PK-Utilities	201487055 2424 Soper Hill Rd Mobile Electric	\$25.19
128450996	4/22/2020	001 010 576 80 47 00	PK-Utilities	201487055 2424 Soper Hill Rd Mobile Water	\$25.71
131766196	4/22/2020	001 010 576 80 47 00	PK-Utilities	222205049 Nourse Park Electric	\$21.61
					\$5,892.59

Vendor: Snohomish County PUD
Check Number: 50266

Invoice No	Check Date	Account Number	Account Name	Description	Amount
131768937	4/22/2020	101 016 542 63 47 00	ST-Lighting - Utilities	200178218 Street Lights 8533 15th St NE	\$84.97
131768937	4/22/2020	101 016 542 63 47 00	ST-Lighting - Utilities	200178218 Traffic Signal 8718 17th St NE	\$142.37
135071765	4/22/2020	101 016 542 63 47 00	ST-Lighting - Utilities	202648705 Street Lights	\$43.94
144929396	4/22/2020	001 008 521 50 47 00	LE-Facility Utilities	204719082 New PD Station Water/Electric	\$613.73
144931385	4/22/2020	001 008 521 50 47 00	LE-Facility Utilities	203033030 Police Dept Electric	\$462.10
144931385	4/22/2020	001 008 521 50 47 00	LE-Facility Utilities	203033030 Police Dept Water	\$108.37
148215716	4/22/2020	101 016 542 63 47 00	ST-Lighting - Utilities	205338056 SR92 Roundabout at 113th	\$53.03
151515113	4/22/2020	001 010 576 80 47 00	PK-Utilities	221860174 Frontier Circle Park Electric	\$27.56
151516478	4/22/2020	001 013 518 20 47 02	GG-Utilities for Rentals	222450314 - 1819 S Lake Stevens Rd Commercial	\$1,268.82
151518794	4/22/2020	101 016 542 63 47 00	ST-Lighting - Utilities	205320781 SR92 Roundabout at 99th	\$48.82
154757652	4/22/2020	101 016 542 63 47 00	ST-Lighting - Utilities	202624367 Street Lights	\$10,742.45
154757653	4/22/2020	101 016 542 63 47 00	ST-Lighting - Utilities	202648101 Street Lights Soper Hill Annex	\$1,470.95
154757654	4/22/2020	101 016 542 63 47 00	ST-Lighting - Utilities	202670725 Street Lights	\$1,251.30
167581262	4/22/2020	101 016 542 63 47 00	ST-Lighting - Utilities	204719074 Catherine Creek Bridge Lights	\$22.90
					\$16,341.31

Vendor: Sound Publishing Inc
Check Number: 50267

Invoice No	Check Date	Account Number	Account Name	Description	Amount
EDH895311	4/22/2020	001 013 518 30 41 01	GG-Advertising	Ordinance 1080	\$39.58
EDH895467	4/22/2020	001 007 558 50 41 04	Permit Related Professional Sr	LUA2020-0030 Lake Sewer Parking Lot Extension	\$70.35
EDH895516	4/22/2020	001 013 518 30 41 01	GG-Advertising	Planning Commission Cancel Meeting	\$19.67
EDH895536	4/22/2020	001 013 518 30 41 01	GG-Advertising	Veterans Commission Cancel Meeting	\$19.67
EDH895537	4/22/2020	001 013 518 30 41 01	GG-Advertising	Arts Commission Cancel Meeting	\$19.67
EDH895754	4/22/2020	001 007 558 50 41 04	Permit Related Professional Sr	LUA2020-0043 Hillcrest Elementary Poratable Retention	\$77.59
EDH895920	4/22/2020	001 013 518 30 41 01	GG-Advertising	CC Special Meeting	\$35.96
EDH895935	4/22/2020	001 007 558 50 41 04	Permit Related Professional Sr	LUA2020-0030 Lake Sewer Parking Lot Extension	\$73.97
EDH895946	4/22/2020	001 007 558 50 41 04	Permit Related Professional Sr	LUA2020-0052 Farmhouses at Roxburghe Final Plat	\$64.92
					\$421.38

Vendor: Sound Safety Products Co Inc
Check Number: 50268

Invoice No	Check Date	Account Number	Account Name	Description	Amount
341266/1	4/22/2020	410 016 531 10 31 00	SW-Clothing	Boots/Hoodies/Pants	\$793.68
					\$793.68

Vendor: Stericycle Inc
Check Number: 50269

Invoice No	Check Date	Account Number	Account Name	Description	Amount
3005058580	4/22/2020	001 008 521 20 41 01	LE-Professional Serv-Fixed	Hazardous Waste Disposal	\$10.36
					\$10.36

Vendor: Steuber Distributing Co
Check Number: 50270

Invoice No	Check Date	Account Number	Account Name	Description	Amount
2887615	4/22/2020	001 010 576 80 31 00	PK-Operating Costs	Glyphosate Herbicide	\$130.93
					\$130.93

Vendor: Strider Construction Co Account 62763077500
Check Number: 50271

Invoice No	Check Date	Account Number	Account Name	Description	Amount
PROGRESS 5	4/22/2020	301 016 595 61 64 02	18004 - S. Lake Stevens Rd	Retainage - S Lake Stevens Rd Multi Use Path Project 18004	\$23,766.19
					\$23,766.19

Vendor: Strider Construction Co Inc
Check Number: 50272

Invoice No	Check Date	Account Number	Account Name	Description	Amount
PROGRESS 5	4/22/2020	301 016 595 61 64 02	18004 - S. Lake Stevens Rd	S Lake Stevens Rd Multi Use Path Project 18004	\$451,557.60
					\$451,557.60

Vendor: Summit Law Group PLLC
Check Number: 50273

Invoice No	Check Date	Account Number	Account Name	Description	Amount
112616	4/22/2020	001 005 518 10 41 00	HR-Professional Services	Labor Negotiation Matters March 2020	\$357.00
112760	4/22/2020	001 005 518 10 41 00	HR-Professional Services	Summit Law Annual Webinar Subscription	\$2,000.00
					\$2,357.00

Vendor: Tacoma Screw Products Inc
Check Number: 50274

Invoice No	Check Date	Account Number	Account Name	Description	Amount
18272665	4/22/2020	001 010 576 80 31 00	PK-Operating Costs	Nut Setters/Power Bits/Bolts/Screws	\$84.16
18272665	4/22/2020	101 016 544 90 31 02	ST-Operating Cost	Nut Setters/Power Bits/Bolts/Screws	\$84.16
18272665	4/22/2020	410 016 531 10 31 02	SW-Operating Costs	Nut Setters/Power Bits/Bolts/Screws	\$84.15
18272721	4/22/2020	001 010 576 80 31 00	PK-Operating Costs	Cleaner/Power Bits/Nut Setters/Couples/Screws/Cable Ties	\$282.60
					\$535.07

Vendor: Tandem Services Corp Inc
Check Number: 50275

Invoice No	Check Date	Account Number	Account Name	Description	Amount
13712	4/22/2020	302 010 594 76 61 00	PM - Frontier Heights Capital	Portable Restroom Rental Frontier Heights	\$200.00
					\$200.00

Vendor: Teamsters Local No 763
Check Number: 50180

Invoice No	Check Date	Account Number	Account Name	Description	Amount
041020	4/14/2020	001 000 284 00 00 00	Payroll Liability Other	Union Dues	\$1,174.00
					\$1,174.00

Vendor: Technological Services Inc
Check Number: 50276

Invoice No	Check Date	Account Number	Account Name	Description	Amount
16232	4/22/2020	001 008 521 20 48 00	LE-Repair & Maintenance Equip	Express Lub/Filters/Tire Rotation/Brake Inspect PT-18-78	\$351.03
16245	4/22/2020	001 008 521 20 48 00	LE-Repair & Maintenance Equip	Express Lube/Tire Rotation/Brake Inspect A-19-84	\$81.14
16254	4/22/2020	001 008 521 20 48 00	LE-Repair & Maintenance Equip	Express Lube/Tire Rotation/Brake Inspect A-18-80	\$81.14
16272	4/22/2020	001 008 521 20 48 00	LE-Repair & Maintenance Equip	Express Lube/Sabin Filter/Misc Electrical Inspec A-14-68	\$282.28
					\$795.59

Vendor: The S Morris Co
Check Number: 50277

Invoice No	Check Date	Account Number	Account Name	Description	Amount
WA70314-I-0014	4/22/2020	001 008 521 20 41 00	LE-Professional Services	Animal Cremation Services Jan 2020	\$79.92
WA70314-I-0016	4/22/2020	001 008 521 20 41 00	LE-Professional Services	Animal Cremation Services March 2020	\$98.04
					\$177.96

Vendor: The Watershed Co
Check Number: 50278

Invoice No	Check Date	Account Number	Account Name	Description	Amount
2020-0544	4/22/2020	001 007 558 50 41 04	Permit Related Professional Sr	Environmental Consulting - 24th St SE Extension	\$1,518.75
					\$1,518.75

Vendor: Tom Astrof Construction Inc
Check Number: 50279

Invoice No	Check Date	Account Number	Account Name	Description	Amount
190409-812	4/22/2020	101 016 544 90 31 02	ST-Operating Cost	Bar Steel	\$329.40
190409-812	4/22/2020	410 016 531 10 31 02	SW-Operating Costs	Bar Steel	\$329.40
					\$658.80

Vendor: Topsoils Inc
Check Number: 50280

Invoice No	Check Date	Account Number	Account Name	Description	Amount
98053	4/22/2020	306 000 594 21 60 00	Police Dept Project Account	Demolition Debris Removal	\$1,992.34
					\$1,992.34

Vendor: TranTech Engineering LLC
Check Number: 50281

Invoice No	Check Date	Account Number	Account Name	Description	Amount
2020004-01	4/22/2020	411 016 594 31 60 05	Catherine Creek/36th St Bridge	Catherine Creek Bridge Monitoring/Replacement Design	\$7,343.92
					\$7,343.92

Vendor: ULINE
Check Number: 50282

Invoice No	Check Date	Account Number	Account Name	Description	Amount
118644124	4/22/2020	101 016 544 90 31 02	ST-Operating Cost	Drawer Cart/Gloves/Markers	\$187.55
118644124	4/22/2020	410 016 531 10 31 02	SW-Operating Costs	Drawer Cart/Gloves/Markers	\$187.55
118676756	4/22/2020	101 016 544 90 31 02	ST-Operating Cost	Drawer Cart	\$167.31
118676756	4/22/2020	410 016 531 10 31 02	SW-Operating Costs	Drawer Cart	\$167.32
					\$709.73

Vendor: US Bank St Paul
Check Number: 50283

Invoice No	Check Date	Account Number	Account Name	Description	Amount
1581817	4/22/2020	210 000 592 18 83 00	2008 Bond Interest Payment	LAKSGOREF08A Series 2008A Interest	\$39,552.50
					\$39,552.50

Vendor: Vantagepoint Transfer Agents - 108991
Check Number: 50181

Invoice No	Check Date	Account Number	Account Name	Description	Amount
041020	4/14/2020	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: 50182

Invoice No	Check Date	Account Number	Account Name	Description	Amount
041020	4/14/2020	001 000 282 00 00 00	Payroll Liability Retirement	ICMA Deferred Comp - Employee Contribution	\$2,027.47
					\$2,027.47

Vendor: Veritone Inc
Check Number: 50284

Invoice No	Check Date	Account Number	Account Name	Description	Amount
23486	4/22/2020	001 008 521 20 41 01	LE-Professional Serv-Fixed	Q1 2020 LSPD Veritone aiWARE License Fee	\$500.00
					\$500.00

Vendor: Verizon Northwest
Check Number: 50285

Invoice No	Check Date	Account Number	Account Name	Description	Amount
9851100433	4/22/2020	001 008 521 20 42 00	LE-Communication	Wireless Phone Service PD	\$2,646.29
9851628749	4/22/2020	001 001 511 60 42 00	Legislative - Communication	Wireless Phone Service Council	\$330.19
9851628749	4/22/2020	001 001 513 10 42 00	Executive - Communication	Wireless Phone Service Executive	\$47.17
9851628749	4/22/2020	001 002 513 11 42 00	AD-Communications	Wireless Phone Service Admin	\$84.77
9851628749	4/22/2020	001 005 518 10 42 00	HR-Communications	Wireless Phone Service HR	\$91.93
9851628749	4/22/2020	001 006 518 80 42 00	IT-Communications	Wireless Phone Service IT	\$176.70
9851628749	4/22/2020	001 007 558 50 42 00	PL-Communication	Wireless Phone Service Planning	\$134.28
9851628749	4/22/2020	001 007 559 30 42 00	PB-Communication	Wireless Phone Service Building	\$259.13
9851628749	4/22/2020	001 010 576 80 42 00	PK-Communication	Wireless Phone Service PW	\$469.07
9851628749	4/22/2020	101 016 543 30 42 00	ST-Communications	Wireless Phone Service PW	\$469.08
9851628749	4/22/2020	410 016 531 10 42 00	SW-Communications	Wireless Phone Service PW	\$469.08
					\$5,177.69

Vendor: Volkan Railing Inc
Check Number: 50286

Invoice No	Check Date	Account Number	Account Name	Description	Amount
4635	4/22/2020	305 010 594 76 60 00	North Cove Park Cap-Local	Handrail Fabrication & Installation	\$11,902.80
					\$11,902.80

Vendor: Washington State Support Registry
Check Number: 0

Invoice No	Check Date	Account Number	Account Name	Description	Amount
041020	4/14/2020	001 000 284 00 00 00	Payroll Liability Other	Employee Paid Child Support	\$543.50
					\$543.50

Vendor: Wave Broadband
Check Number: 50287

Invoice No	Check Date	Account Number	Account Name	Description	Amount
103946401-0008065	4/22/2020	001 002 513 11 42 00	AD-Communications	Telephone Service	\$23.75
103946401-0008065	4/22/2020	001 003 514 20 42 00	CC-Communications	Telephone Service	\$47.51
103946401-0008065	4/22/2020	001 004 514 23 42 00	FI-Communications	Telephone Service	\$47.52
103946401-0008065	4/22/2020	001 005 518 10 42 00	HR-Communications	Telephone Service	\$23.76
103946401-0008065	4/22/2020	001 006 518 80 42 00	IT-Communications	Telephone Service	\$71.27
103946401-0008065	4/22/2020	001 007 558 50 42 00	PL-Communication	Telephone Service	\$154.50
103946401-0008065	4/22/2020	001 007 559 30 42 00	PB-Communication	Telephone Service	\$23.76
103946401-0008065	4/22/2020	001 008 521 20 42 00	LE-Communication	Telephone Service	\$808.07
103946401-0008065	4/22/2020	001 012 575 30 42 00	CS - Museum - Communications	Telephone Service Museum	\$23.76
103946401-0008065	4/22/2020	001 012 575 50 42 00	CS- Pavillion - Communication	Telephone Service Senior Ctr	\$23.75
103946401-0008065	4/22/2020	001 013 518 20 42 00	GG-Communication	Telephone Service	\$95.03
103946401-0008065	4/22/2020	101 016 543 30 42 00	ST-Communications	Telephone Service Shop	\$136.73
103946401-0008065	4/22/2020	410 016 531 10 42 00	SW-Communications	Telephone Service Shop	\$136.73
103946401-0008065	4/22/2020	510 006 518 80 49 04	LR - WaveBroadband Fiber Lease	Fiber Leases	\$1,886.70
					\$3,502.84

Vendor: Western Conference of Teamsters Pension Trust
Check Number: 50183

Invoice No	Check Date	Account Number	Account Name	Description	Amount
041020	4/14/2020	001 000 282 00 00 00	Payroll Liability Retirement	Employee Contributions - Teamster Pension	\$3,573.86
					\$3,573.86

Vendor: Willards Pest Control Co
Check Number: 50288

Invoice No	Check Date	Account Number	Account Name	Description	Amount
265961	4/22/2020	001 008 521 50 48 00	LE-Facility Repair & Maint	General Pest Control Police Dept	\$55.11
					\$55.11

Vendor: Wynne and Sons Inc
Check Number: 50289

Invoice No	Check Date	Account Number	Account Name	Description	Amount
64756	4/22/2020	001 004 514 23 31 00	FI-Office Supplies	500 Regular Envelopes	\$131.21
					\$131.21

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

Tuesday, April 14, 2020
By Remote Participation

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

ELECTED OFFICIALS PRESENT: Mayor Brett Gailey, Councilmember Steve Ewing

ELECTED OFFICIALS
PARTICIPATING REMOTELY: Councilmembers Kim Daughtry, Gary Petershagen, Shawn Frederick, Mary Dickinson, Anji Jorstad, Marcus Tageant

ELECTED OFFICIALS ABSENT: None

STAFF MEMBERS PRESENT: City Administrator Gene Brazel, City Clerk Kathy Pugh

STAFF MEMBERS
PARTICIPATING REMOTELY: Finance Director Barb Stevens, Community Development Director Russ Wright, Public Works Director Eric Durpos, Police Chief John Dyer, Human Resources Director Anya Warrington, Human Resources Specialist Julie Good, Deputy City Clerk Adri Crim, City Attorney Greg Rubstello, City Engineer Grace Kane

OTHERS:

Mayor Gailey opened the meeting at 7:00 p.m.

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

Roll Call: City Clerk Pugh called the roll and all Councilmembers were present. She identified for the record staff members in attendance.

Approval of Agenda: Moved by Councilmember Daughtry, seconded by Councilmember Dickinson, to approve the agenda. On roll call vote the motion carried (7-0-0-0).

Citizen Comments:

City Clerk Pugh said the following public comments, all related to WATV's, have been received by email to Councilmembers:

- April 9, 2020 email from John Graham, President of Northwest Quad Association, in support of allowing WATV's on city streets, supporting safety requirements including requiring helmets, mirrors, reflectors on both sides of a WATV and a horn, and encouraging Councilmembers to reach out to neighboring elected officials for additional input.
- April 9, 2020 email from Dave Schultz 11721 Meridian Place SE, Lake Stevens, in support of WATV's on city streets and supporting additional requirements including a driver's license, insurance and road and safety equipment. Mr. Schultz also provides contact information for neighboring elected officials.

- April 13, 2020 email from David Schultz, 11721 Meridian Place SE, Lake Stevens, in further support of amending Lake Stevens Municipal Code to allow WATVs and agreeing with Councilmember Daughtry's April 7, 2020 comments regarding safety conditions that could be required including vehicle safety requirements and a minimum age requirement of 18 years old. Also attached to Mr. Schultz's email is an email from Monroe Mayor Geoffrey Thomas saying Monroe has not had any problems with WATV's operated within the city limits.

All submitted emails have been made a part of the meeting record.

Council Business:

- Councilmember Daughtry: Thanked city staff for their efforts during this time.
- Councilmember Petershagen: Agreed with councilmembers' comments.
- Councilmember Frederick: Echoed Councilmember Daughtry's comments regarding city staff. Provided a brief update on COVID-19 and said the data modelling is clearly showing the mitigation steps are having the intended affect and the curve is flattening. He encouraged the importance of people continuing to practice social distancing and said officials are beginning to consider how lifting the stay might look.
- Councilmember Jorstad: Appreciated city staff and thanked IT staff for assistance in reconnecting to the city network.
- Councilmember Ewing: Shared Dr. Spitters' report at the Snohomish Health District board meeting today. Department of Corrections has identified sites in Marysville and Mountlake Terrace for work release.
- Councilmember Dickinson: Downtown is looking great, noted the Veterans Memorial construction is underway.
- Councilmember Tageant: Thanked city staff and the Police Department for their efforts. Said the downtown looks great.

Mayor's Business: Mayor Gailey confirmed the War Memorial project is moving forward and anticipated to be ready for Memorial Day. Mayor Gailey is meeting nearly daily with other mayors and officials to understand what federal stimulus packages and other funding sources available in the wake of the pandemic look like. He added the request for proposal for design of 18th Street (Festival street) will go out this week and said this is a grant-funded project.

City Department Report:

- Community Development Director Russ Wright: Economic Alliance, there will be some grants for local businesses struggling due to the COVID-19 impacts; permitting update; downtown project is continuing to hit target dates.
- Human Resources Director Anya Warrington: Staff all healthy.
- Human Resources Specialist Julie Good: Asked about a mid-year mini-retreat and there was direction from Council to wait until the third quarter for the mini-retreat.
- Police Chief John Dyer: Addressing complaints about violations of stay home proclamation through education efforts.
- IT Manager Troy Stevens: IT is working to keep everyone connected.

Consent Agenda: Moved by Councilmember Jorstad, seconded by Councilmember Frederick, to approve the Consent Agenda:

- A. 2020 Vouchers;
 - B. City Council Meeting Minutes of March 24, 2020;
 - C. City Council Special Meeting Minutes of April 7, 2020;
 - D. Ordinance 1083 amending LSMC 10.03.150 to Allow Alcohol in Public Facilities and Providing for Administrative Approval; and
 - E. Ordinance 1082 Authorizing a Sales and Use Tax for Affordable and Supportive Housing
- On roll call vote the motion carried (7-0-0-0).

Public Hearing: None.

Action Items:

Ordinance 1084 for Temporary Permit Extensions Due to COVID-19: Community Development Director Wright presented the staff report and said Ordinance 1084 is an interim ordinance that if approved will authorize the Planning and Community Development Director or designee to approve six month extensions for land use and building applications under review, and permits and decisions that have been issued but that the projects cannot begin, or be completed due to the restrictions in place in response to COVID-19. Approval of this ordinance will assist the development and building community to move forward as the stay home orders are lifted. Director Wright added that because this is an immediate interim zoning ordinance it will be brought back for public hearing within 60 days as required by RCW 36.70A.390. Director Wright then responded to Councilmembers' questions, saying that requests for extension will come into himself or the Building Official and assigned to whichever planner is assigned to the project. He explained that if the ordinance is rescinded before the 60 days a public hearing will not be necessary.

MOTION: Moved by Councilmember Petershagen, seconded by Councilmember Jorstad, to adopt Ordinance 1084 authorizing temporary extensions of development projects and building permits/applications due to impacts to the construction industry from COVID 19. On roll call vote the motion carried (7-0-0-0).

2020-2022 Teamsters Collective Bargaining Agreement: Director Warrington presented the staff report and briefly reviewed the significant changes to the Teamsters Collective Bargaining Agreement. She explained the terms have been negotiated with and agreed to by the Teamsters and the next step is for Council to approve the agreement.

Councilmember Durpos responded to Councilmember Dickinson's questions, saying public employees are not allowed to strike and estimating 80% of city staff are union employees.

MOTION: Moved by Councilmember Daughtry, seconded by Councilmember Dickinson, to authorize the Mayor to sign the 2020 Collective Bargaining Agreement between the City of Lake Stevens and Teamsters Local Union No. 763. On roll call vote the motion carried (7-0-0-0).

Discussion Items: None.

Executive Session: Mayor Gailey announced an executive session and explained Councilmembers and participating staff will conduct the executive session via telephone conference call. The executive session involves a real property matter with possible action to follow. He asked Councilmembers to mute their mics and turn off their video; he added Councilmembers should unmute their mics and turn their video back on when the meeting

reconvenes. Mayor Gailey said the executive session will begin at 7:26 p.m. and last 15 minutes.

At 7:41 p.m. the regular meeting of the City Council reconvened.

MOTION: Moved by Councilmember Ewing, seconded by Councilmember Tageant, to authorize the Mayor to offer all current commercial tenants on the Police Property a lease extension of five years from May 1, 2020 through April 30, 2025, with no additional rights of lease extension. The amount of rent adjustment to be based upon the Mayor's determination of fair market rent for each such commercial space following appraisal. On roll call vote the motion carried (7-0-0-0).

Adjourn:

Moved by Councilmember Daughtry seconded by Councilmember Petershagen, to adjourn the meeting at 7:43 p.m. On roll call vote the motion carried (7-0-0-0).

Brett Gailey, Mayor

Kathy Pugh, City Clerk



LAKE STEVENS CITY COUNCIL
STAFF REPORT

Council Agenda Date: 4/28/2020

Subject: Revised Temporary Hazardous Duty Compensation Plan

Contact

Person/Department: Anya Warrington/Human Resources **Budget Impact:** See Below

RECOMMENDATION(S)/ACTION REQUESTED OF COUNCIL: In furtherance of the Mayor's March 5, 2020 Emergency Declaration, I move to approve the revision of the Temporary Hazardous Duty Compensation Policy, providing retroactive hazardous duty pay to eligible employees to include police commanders, capital projects coordinator and engineering technician-development.

SUMMARY/BACKGROUND:

On April 7, 2020, City Council approved the establishment of a Temporary Hazardous Duty Compensation Policy, due to the impacts of COVID-19 has on City employees. It is recommended that policy be revised to include police commanders, capital projects coordinator and engineering technician – development.

These job classes were inadvertently left out of the original policy. We have carefully evaluated their duties and have determined they have the same uncontrollable risk of exposure in the community when on duty. It is recommended the police commanders receive hazard pay of \$33 every shift they work 8 hours or more, and the capital projects coordinator and engineering technician – development receive \$10 hazard pay on days they work 8 hours or more and on days actually worked in the field.

It is recommended hazard pay be retroactively applied to March 5, 2020, when the Mayor issued a Declaration of Emergency for Lake Stevens. Due to the uncertainty of the COVID-19 pandemic, the need for hazard pay will continue to be evaluated every two weeks.

APPLICABLE CITY POLICIES: City of Lake Stevens Municipal Code Section 2.76.030 Additional Employee Benefits and Policies.

BUDGET IMPACT:

Retroactive application of hazard pay to March 5, 2020, for the above job classes would cost approximately \$2,500 (including benefits). This number is estimated on the high end, assuming all eligible employees worked in their scheduled shift in the field every day.

Every two weeks the fiscal impact is estimated as high as \$1,000, assuming the eligible employees work every scheduled shift in the field and do not take any leave.

ATTACHMENTS:

- Exhibit A: Revised Temporary Hazardous Duty Compensation Plan

Temporary Hazardous Duty Compensation Policy

Effective Date: April 7, 2020

Revised: April 28, 2020

Purpose: The City recognizes the impact novel coronavirus (COVID-19) has on employees, especially those in positions having frequent, uncontrollable interaction with the public. This policy is created in order to provide hazard pay for those specific positions exposed to uncontrollable risk related to the COVID-19 pandemic.

Duration: The benefits available under this policy are available beginning March 5, 2020, initiated by the Emergency Declaration signed by the Mayor. The duration of this benefit will be assessed every two weeks, and the City will notify employees when the benefits under this policy have expired.

Compensation: Hazard pay is in addition to the employee's base pay and will be provided at a flat rate per day the employee works a shift of eight (8) hours or more. Hazard pay will not be paid when the employee is on leave or City closure pay. The hazard pay for eligible employees will be applied retroactively to March 5, 2020.

Eligible Positions & Rate of Pay:

Position Title	Daily Hazardous Duty Pay
Patrol Police Officers (including Corporal and Sergeant)	\$33.00
<u>Police Commander</u>	<u>\$33.00</u>
Public Works field employees (Crew Worker I, Crew Worker II, Crew Lead, PW Inspector, Engineering Technician – Surface Water, and PW Operations Manager)	\$10.00
<u>Engineering Technician – Development *</u>	<u>\$10.00</u>
<u>Capital Projects Coordinator *</u>	<u>\$10.00</u>
Building Official *	\$10.00
Building Inspector *	\$10.00
Plans Examiner/Bldg Inspector *	\$10.00

*The Engineering Technician – Development, Capital Projects Coordinator, Building Official, Building Inspector and Plans Examiner/Building Inspector will only receive hazard pay on days worked in the field.



LAKE STEVENS CITY COUNCIL
STAFF REPORT

Council Agenda Date: April 28, 2020

Subject: Ordinance 1086 Authorizing the Acquisition & Financing of PW Vactor Truck and Designating Authorized Representatives.

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

RECOMMENDATION(S)/ACTION REQUESTED OF COUNCIL:

Approve Ordinance 1086 designating authorized representatives to execute a financing contract and related documents related to the acquisition of PW Vactor truck

SUMMARY/BACKGROUND:

In 2020, the City approved the lease/purchase of a Vactor truck for the Public Works Department in an amount not to exceed \$125,000 per year over 5 years.

On March 10th, Council approved resolution 2020-05 authorizing reimbursement of expenses from the proceeds of tax-exempt financing of debt that would be incurred prior to issuance of debt. This allowed for the purchase of the Vactor truck prior to finalizing the financing contract with, and bond issuance by, Washington State through the Treasurer's Office's LOCAL program.

March 24th, Council approved the purchase of the Vactor truck from Owen's Equipment in the amount of \$511,615.22 with the clear intent to be reimbursed in the amount of \$500,000 through the LOCAL funding program and make payments over a 5-year period. Due to the timing and restrictions associated with this debt option, the purchase was made prior to issuance of funds and a temporary interfund loan has occurred.

The City's application for funding through the LOCAL program has been approved. The City is required to enter into a financing contract with the State of Washington and provide all additional requested documents by May 5th, 2020 in order to be part of the bond issuance to occur in June.

APPLICABLE CITY POLICIES: N/A

BUDGET IMPACT: Approved Budget through Storm & Surface Water Management Capital Fund

ATTACHMENTS:

- ▶ Attachment: Ordinance 1086
- ▶ Attachment: Local Agency Financing Contract w/Attachments
- ▶ Attachment: City of Lake Stevens Credit Approval Letter

CITY OF LAKE STEVENS
LAKE STEVENS, WASHINGTON

ORDINANCE NO. 1086

AN ORDINANCE OF THE CITY OF LAKE STEVENS, WASHINGTON, AUTHORIZING THE ACQUISITION OF PERSONAL PROPERTY (VACTOR TRUCK) AND EXECUTION OF A FINANCING CONTRACT AND RELATED DOCUMENTATION RELATING TO THE ACQUISITION OF SAID PERSONAL PROPERTY. PROVIDING FOR SEVERABILITY, AN EFFECTIVE DATE AND SUMMARY PUBLICATION BY ORDINANCE TITLE ONLY.

WHEREAS, the City of Lake Stevens (the “Local Agency”) has executed a Notice of Intent to the Office of State Treasurer, in the form of Exhibit A (the “NOI”) to the form of Local Agency Financing Contract attached hereto (the “Local Agency Financing Contract”), in relation to the acquisition of and the financing of the acquisition of the Property, as defined below, under the provisions of RCW Ch 39.94; and

WHEREAS, it is deemed necessary and advisable by the City Council of the Local Agency that the Local Agency acquire the equipment and/or personal property identified in the NOI (the “Property”); and

WHEREAS, it is deemed necessary and advisable by the City Council of the Local Agency that the Local Agency enter into the Local Agency Financing Contract with the Office of the State Treasurer in an amount not to exceed \$500,000.00, plus related financing costs, in order to acquire the Property and finance the acquisition of the Property;

WHEREAS, the Local Agency will undertake to acquire the Property on behalf of and as agent of the Washington Finance Officers Association (the “Corporation”) pursuant to the terms of the Local Agency Financing Contract, and in accordance with all applicable purchasing statutes and regulations applicable to the Local Agency; and

WHEREAS, the Local Agency desires to appoint the individuals set forth in Exhibit C to the form of Local Agency Financing Contract as the representatives of the Local Agency in connection with the acquisition of the Property and execution of the Local Agency Financing Contract (each an “Authorized Agency Representative”);

NOW, THEREFORE, BE IT ORDAINED, by the City Council of the City of Lake Stevens as follows:

Section 1. The individuals holding the offices or positions set forth in Exhibit C to the form of Local Agency Financing Contract are each hereby appointed as a representative of the Local Agency in connection with the acquisition of the Property and execution of the Local Agency Financing Contract and all other related documents. A minimum of one (1) Authorized Agency Representatives shall be required to execute any one document in order for it to be considered duly executed on behalf of the Local Agency.

Section 2. The form of the Local Agency Financing Contract attached hereto is hereby approved and the Authorized Agency Representatives are hereby authorized and directed to execute and deliver the

Local Agency Financing Contract, in an amount not to exceed \$500,000.00, plus related financing costs, and in substantially the form attached hereto with such changes as may be approved by the Authorized Representatives, for the acquisition of the Property and financing of the acquisition of the Property.

Section 3. The Local Agency hereby authorizes the acquisition of the Property as agent of the Corporation in accordance with the terms and provisions of the Local Agency Financing Contract.

Section 4. The Authorized Representatives are hereby authorized to execute and deliver to the Office of State Treasurer all other documents, agreements and certificates, and to take all other action, which they deem necessary or appropriate in connection with the financing of the Property, including, but not limited to, any amendment to the NOI and agreements relating to initial and ongoing disclosure in connection with the offering of securities related to the financing.

Section 5. Effective Date and Publication. The summary of this ordinance consisting of its title shall be published in the official newspaper of the City of Lake Stevens. 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 ____ day of April 2020.

Brett Gailey, Mayor

ATTEST:

Kathy Pugh, City Clerk

APPROVED AS TO FORM:

First and Final Reading: April 28, 2020

Date of Publication: _____

Effective Date: _____

Greg Rubstello, City Attorney

LOCAL AGENCY FINANCING CONTRACT, SERIES 2020A
(Personal Property)

by and between the

STATE OF WASHINGTON

and

CITY OF LAKE STEVENS
a municipal corporation
("Local Agency")

Relating to

State of Washington
Certificates of Participation, Series 2020A

Dated as of June 25, 2020

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Exhibit A – Notice of Intent

Exhibit B – Personal Property Certificate

Exhibit C – Certificate Designating Authorized Agency Representatives

Exhibit D – Schedule of Agency Installment Payments

LOCAL AGENCY FINANCING CONTRACT (Personal Property)

This Local Agency Financing Contract (the “Local Agency Financing Contract”), is entered into by and between the state of Washington (the “State”), acting by and through the State Treasurer (the “State Treasurer”), and the Local Agency (as defined on the cover hereto), a municipal corporation of the State (the “Local Agency”).

RECITALS

The Parties are entering into this Local Agency Financing Contract based upon the following facts and expectations:

1. Chapter 39.94 RCW (the “Act”) authorizes the State to enter into financing contracts for itself, including for state agencies, departments or instrumentalities, the state board for community and technical colleges, and any state institution of higher education (defined in Appendix 1 as “State Agencies”), for the use and purchase of real and personal property by the State; and

2. the Act also authorizes the State to enter into financing contracts on behalf of certain “other agencies” (defined in Appendix 1 as “Local Agencies”), including the Local Agency, for the use and acquisition for public purposes of real and personal property by such Local Agencies; and

3. the Act authorizes the State Finance Committee to consolidate existing or potential financing contracts into master financing contracts with respect to property acquired by one or more State Agencies or Local Agencies (together, “Agencies”); and

4. Chapter 43.33 RCW provides that the State Treasurer shall act as chair of the State Finance Committee and provide administrative assistance for the State Finance Committee, and the State Treasurer on behalf of the State Finance Committee has established a consolidated program for the execution and delivery of certificates of participation in master financing contracts in series from time to time in order to provide financing or refinancing for the costs of acquisition of such real and personal property by Agencies; and

5. the State Finance Committee has approved the form of this Local Agency Financing Contract by Resolution No. 1190 adopted on October 31, 2016; and

6. simultaneously with the execution and delivery of this Local Agency Financing Contract, the State is entering into a Master Financing Contract, dated as of the Dated Date (the “Master Financing Contract”) with the Washington Finance Officers Association (the “Corporation”), a Washington nonprofit corporation, to provide financing for the costs of acquisition of certain items of personal property by certain State Agencies and Local Agencies, including the Local Agency, under the terms set forth therein; and

7. the Local Agency has determined that it is necessary and desirable to enter into this Local Agency Financing Contract, in conjunction with the State’s entry into the Master Financing

Contract, to obtain financing or refinancing for the costs of acquisition of certain items of personal property described in Exhibit B (the "Property"), by the Local Agency;

NOW THEREFORE, in consideration of the mutual covenants and agreements contained herein and for other valuable consideration, the Parties hereto mutually agree as follows:

ARTICLE I
DEFINITIONS; CONSTRUCTION; MISCELLANEOUS PROVISIONS; SUPPLEMENTS

Section 1.1 Definitions, Construction, Miscellaneous Provisions, Supplements. Appendix 1 is incorporated as part of this Local Agency Financing Contract by this reference. Appendix 1 provides (i) definitions for the capitalized terms used and not otherwise defined in this Local Agency Financing Contract; (ii) certain rules for interpreting this Local Agency Financing Contract; (iii) miscellaneous technical provisions that apply to this Local Agency Financing Contract; and (iv) rules on how this Local Agency Financing Contract may be amended or supplemented.

Section 1.2 Notice of Intent, Personal Property Certificate and Certificate Designating Authorized Local Agency Representative. Exhibits A, B, C and D to this Local Agency Financing Contract are incorporated as part of this Local Agency Financing Contract by this reference. The Local Agency has delivered a Notice of Intent to the State Treasurer in the form of Exhibit A. In order to evidence its acceptance of the Property financed and acquired pursuant hereto, the Local Agency has executed and delivered, or will execute and deliver within 60 days from the Dated Date to the State Treasurer, a Personal Property Certificate in the form of Exhibit B. The Local Agency has delivered a Certificate Designating Authorized Agency Representatives to the State Treasurer in the form of Exhibit C. That Certificate is currently in force and has not been amended, withdrawn or superseded, and the signatures shown thereon are true and correct originals of the signatures of the persons who hold the titles shown opposite their names. The signature of any one of the individuals shown on that Certificate is sufficient to bind the Local Agency under this Local Agency Financing Contract with respect to any of the undertakings contemplated herein.

Section 1.3 Performance by Representatives. Any authority granted or duty imposed upon the State hereunder may be undertaken and performed by the State Treasurer or the Treasurer Representative. Any authority or duty imposed upon the Local Agency hereunder may be undertaken and performed by the Authorized Agency Representative.

Section 1.4 Installment Sale and Purchase of Property. The State agrees to sell to the Local Agency, and the Local Agency agrees to purchase from the State, all of the State's right, title and interest in and to the Property and all proceeds and profits from the Property, subject to the security interest granted pursuant to Section 2.4.

Section 1.5 Agency Installment Payments. In consideration of the sale of the Property and the covenants and agreements of the State in this Local Agency Financing Contract, the Local Agency promises to pay to the State the following amounts at the following times: (a) On each Agency Installment Payment Date, the Agency Installment Payment set forth in Exhibit D, consisting of an Agency Principal Component and/or an Agency Interest Component as set forth in Exhibit D; and (b) all Additional Costs incurred by the State in connection with the sale of the

Property to the Local Agency, the execution and delivery of the Certificates, and the observance and performance of the Series Agreements, within 30 days following receipt of an invoice from the State that includes (i) a brief description of each Additional Cost, (ii) the party to whom payment is due, (iii) the amount thereof, and (iv) such additional information as the Local Agency may reasonably request.

Section 1.6 Term. The term of this Local Agency Financing Contract shall commence on the Dated Date and shall terminate on the date on which all amounts due hereunder shall have been paid or the payment thereof duly provided for pursuant to Section 4.3 hereof.

ARTICLE II SALE AND PURCHASE OF PROPERTY

Section 2.1 Local Agency Financing Contract Consolidated with Master Financing Contract. The Local Agency acknowledges that the State Treasurer, acting on behalf of the State Finance Committee, has consolidated this Local Agency Financing Contract with the Master Financing Contract pursuant to RCW 39.94.030(1)(a).

Section 2.2 Appointment as Agent; Acquisition of Property; Revision and Substitution of Property.

(a) *Appointment as Agent*. The Local Agency accepts its appointment in the Master Financing Contract as agent of the Corporation in connection with the acquisition of the Property, and acknowledges that such appointment is irrevocable and shall not be terminated by any act of the Local Agency, the State Treasurer or otherwise.

(b) *Acquisition of Property*. The Local Agency agrees that (i) it has caused or will cause the Property to be acquired, as agent for the Corporation, with all reasonable dispatch; (ii) it will negotiate or call for bids for the purchase of the Property in accordance with the requirements and limitations, if any, imposed by State or local law with respect to the purchase of such Property by such Local Agency; (iii) it will make, execute, acknowledge and deliver any contracts, agreements, orders, receipts, documents, writings or instructions with or to any Person and do all other things that may be necessary or desirable to acquire the Property; and (iv) it will pay or cause to be paid the Costs of Acquisition of the Property from funds available to it pursuant to this Local Agency Financing Contract and the Master Financing Contract. The Local Agency shall file requisitions with the State Treasurer for the Acquisition Costs of the Property or reimbursement therefor in such form as the State Treasurer shall reasonably require. Neither the Corporation nor the State shall have any responsibility, liability or obligation with respect to the selection or procurement of any of the Property.

(c) *Revision and Substitution of Property*. The Local Agency, with the prior written consent of the State Treasurer, may revise any item of Property to be financed or refinanced and acquired pursuant hereto, or the description thereof; *provided*, that (i) such item of Property as so revised shall satisfy the requirements under this Local Agency Financing Contract and the Master Financing Contract with respect to the substitution of Property previously acquired; (ii) the Costs of Acquisition of such item of Property shall not be materially reduced thereby; and (iii) any such

revision shall not relieve the Local Agency of its obligation to acquire the Property in accordance herewith and with the Master Financing Contract.

After acquisition of an item of Property, the Local Agency, with the prior written consent of the State Treasurer as agent for the Corporation, may substitute for an item of Property acquired pursuant to this Local Agency Financing Contract other personal property by filing with the State Treasurer a certificate of the Local Agency stating that such substitute Property (i) has a remaining useful life equal to or greater than the Property for which it is being substituted; (ii) has a fair market value equal to or greater than the fair market value of the item of Property for which it is being substituted; (iii) is free and clear of all liens and encumbrances except a first priority security interest in favor of the Corporation under the Master Financing Contract; (iv) is essential to the Local Agency's ability to carry out its governmental functions and responsibilities; and (v) is expected to be used by such Local Agency for the term of this Local Agency Financing Contract. The State Treasurer's consent to any such substitution as agent for the Corporation will be conditioned upon receipt by the State Treasurer of an Opinion of Counsel to the effect that such substitution will not cause interest evidenced and represented by the Certificates to be includable in gross income for federal income tax purposes under the Code. The State Treasurer also may require the Local Agency to reimburse the State Treasurer for all costs incurred, if any, to obtain such Opinion of Counsel.

(d) *Payment for Property if Acquisition Fund Not Sufficient.* If money in the Acquisition Fund allocable to the Local Agency is not sufficient to pay the Acquisition Costs of the Property in full, the Local Agency shall cause the Acquisition Costs of such Property in excess of the allocable amount in the Acquisition Fund to be paid from other money of such Local Agency. Neither the Corporation nor the State Treasurer as agent for the Corporation for the disbursement of funds from the Acquisition Fund makes any representation or warranty, either express or implied, that the money which will be deposited into the Acquisition Fund allocable to the Local Agency will be sufficient to pay the Acquisition Costs of the Property. Neither the Corporation nor the State Treasurer as agent for the Corporation for the disbursement of funds from the Acquisition Fund shall have any obligation or liability for the payment of the Acquisition Costs of the Property other than from the proceeds of the Certificates and any other amounts that may be provided by the Local Agency. If the Local Agency shall pay or cause the payment of any Acquisition Costs in excess of the allocable amounts in the Acquisition Fund available for such purpose from other funds, the Local Agency shall not be entitled to any reimbursement from the Corporation or the State Treasurer as agent for the Corporation for the disbursement of funds from the Acquisition Fund for such payments, nor shall the Local Agency be entitled to any diminution, reduction, abatement, postponement, counterclaim, defense or set-off of the Agency Installment Payments, Additional Costs or other amounts otherwise required to be paid hereunder.

Section 2.3 Title to the Property. All right, title and interest in and to the Property shall transfer to and be vested in the Local Agency from the State without any further action by the Local Agency or the State immediately upon the acquisition thereof by the Local Agency as agent for the Corporation or reimbursement to the Local Agency for the Acquisition Costs thereof; provided, that the State and the Local Agency shall take such action and execute such documents (including without limitation bills of sale and other title documents) as may be deemed necessary or desirable by the State or the Local Agency to evidence and confirm such transfer of title pursuant to this Local Agency Financing Contract.

The State assigns to the Local Agency during the term hereof, for so long as no Agency Event of Default, Event of Default or other event permitting termination of this Local Agency Financing Contract has occurred and is continuing hereunder, all representations, warranties and guaranties, if any, express or implied, with respect to the Property from the manufacturers, suppliers and vendors thereof, subject, however, to a reservation by the State and the Corporation of a right to independently enforce such warranties and guaranties.

Title to any and all additions, modifications, improvements, repairs or replacements to the Property shall be vested in the Local Agency, subject to the security interest of the Corporation until payment of all amounts due and owing with respect to such Property under this Local Agency Financing Contract.

Any Property constituting a motor vehicle subject to registration with the State Department of Licensing shall be registered with the Local Agency as the registered and legal owner thereof.

Section 2.4 Security Interests.

(a) *State Security Interest.* In order to secure the payment and performance by the State of its obligations under the Master Financing Contract, the State has granted to the Corporation a lien on and security interest in all right, title and interest of the State, whether now owned or hereafter acquired, in and to the Property and this Local Agency Financing Contract, including without limitation the Agency Installment Payments and all proceeds thereof. The Local Agency agrees to such grant and that its right, title and interest in and to the Property is subject to such first priority lien and security interest.

(b) *Local Agency Security Interest.* In order to secure the payment and performance by the Local Agency of its obligations under this Local Agency Financing Contract, the Local Agency grants to the Corporation a lien on and security interest in all right, title and interest of the Local Agency, whether now owned or hereafter acquired, in and to the Property. Accordingly, this Local Agency Financing Contract constitutes a security agreement. The Local Agency acknowledges and agrees that each provision of this Local Agency Financing Contract is also a provision of the security agreement.

If required by the Corporation, the Local Agency will execute and deliver to the Trustee such security agreements, financing statements and/or other instruments covering the Property and all accessions thereto.

Section 2.5 Disclaimer of Warranties. The Local Agency acknowledges and agrees that the Property is of a nature, size, design and capacity selected by the Local Agency pursuant to its own specifications, and not by the State or the Corporation, and that neither the State nor the Corporation is a manufacturer, supplier or a vendor of such Property.

The Corporation makes no warranty or representation, either express or implied, and assumes no responsibility, liability or obligation, as to the value, design, condition, merchantability or fitness for a particular purpose or fitness for use of the Property, or as to the title thereto, or for the enforcement of the manufacturers', suppliers' or vendors' representations or warranties or guaranties, or any other representation or warranty with respect to the Property. In no event shall the Corporation be liable or responsible for any incidental, indirect, special or consequential

damages in connection with or arising out of this Local Agency Financing Contract or the use by the Local Agency of the Property.

ARTICLE III
AGENCY INSTALLMENT PAYMENTS; CONDITIONAL PAYMENT BY STATE;
FULL FAITH AND CREDIT OBLIGATION

Section 3.1 Agency Installment Payments. Each Agency Installment Payment shall consist of an Agency Principal Component and/or an Agency Interest Component as set forth in Exhibit D to this Local Agency Financing Contract. Interest shall accrue and be calculated as determined by the State Treasurer, which determination shall be binding and conclusive against the Local Agency absent manifest error. Each Agency Installment Payment shall be paid to or upon the order of the State Treasurer by electronic funds transfer (or by other means acceptable to the State Treasurer) in lawful money of the United States of America at such place as the State Treasurer shall direct in writing not less than 10 Business Days prior to the Agency Installment Payment Date. Payments of Additional Costs shall be made to or upon the order of the State Treasurer. Each Agency Installment Payment shall be applied first to the Agency Interest Component, and then to the Agency Principal Component.

Section 3.2 Sources of Payment of Agency Installment Payments.

(a) *Local Agency Financing Contract.* The Local Agency acknowledges and agrees that the State is acquiring the Property from the Corporation for and on behalf of the Local Agency. Concurrently with the execution hereof, the State shall execute and deliver the Master Financing Contract pursuant to which the State agrees to make Installment Payments for the acquisition of the Property for and on behalf of the Local Agency, at such times and in such amounts as provided therein, which will be sufficient in the aggregate to pay the Purchase Price of the Property to be acquired by the State for and on behalf of the Local Agency, and interest thereon. The Local Agency pledges its full faith and credit to make the Agency Installment Payments that are required to be paid under this Local Agency Financing Contract.

Installment Payments allocable to the Purchase Price of the Local Agency Property and interest thereon shall be payable by the State solely from Agency Installment Payments to be made by the respective Local Agencies, including the Local Agency, except as otherwise provided in Sections 3.2(c) and 3.2(d) of the Master Financing Contract and Sections 3.2(b) and 3.2(c) of this Local Agency Financing Contract.

(b) *Intercept of Local Agency Share of State Revenues.* In the event that the Local Agency fails to make any payment due under this Local Agency Financing Contract, pursuant to RCW 39.94.030(1), the State Treasurer shall withhold an amount sufficient to make such payment from the Local Agency's share of State revenues or other amounts authorized or required by law to be distributed by the State to the Local Agency; but (i) only if the use of any such revenues or amounts to make such payments is otherwise authorized or permitted by State law, and (ii) only to the extent the Local Agency is otherwise entitled to receive such share of State revenues or other amounts. Such withholding shall continue until all such delinquent payments have been made. Amounts withheld by the State Treasurer pursuant to this Section 3.2(b) shall be applied to make any such payment due under this Local Agency Financing Contract on behalf of the Local Agency,

or to reimburse the State for any such payment made pursuant to Section 3.2(c). The Local Agency authorizes, approves and consents to any such withholding.

(c) *Conditional Payment of Local Agency Installment Payments.* Upon the failure of the Local Agency to make any Agency Installment Payment at such time and in such amount as required pursuant to this Local Agency Financing Contract, the State shall, to the extent of legally available appropriated funds and subject to any Executive Order reduction, make such payment into the Agency Installment Payment Fund (established under the Master Financing Contract) on behalf of such Local Agency within 15 Business Days after such Agency Installment Payment Date. The Local Agency shall reimburse the State for such payments made on its behalf immediately thereafter and in any case not later than 10 Business Days after such Agency Installment Payment Date, together with interest thereon at a rate equal to the State Reimbursement Rate. Anything herein to the contrary notwithstanding, failure of the Local Agency to reimburse the State for any such payment shall not constitute an Agency Event of Default, but the State may institute such legal action and pursue such other remedies against the Local Agency as the State deems necessary or desirable, including, but not limited to, actions for specific performance, injunction and/or the recovery of damages.

(d) *Payments by Local Agency Treasurer.* The treasurer of the Local Agency shall establish and/or maintain a special fund in the “bonds payable” category of accounts of the Local Agency for the purposes of paying the Local Agency’s Agency Installment Payments and Additional Costs. The treasurer of the Local Agency shall remit each Agency Installment Payment to the State on each Agency Installment Payment Date and any Additional Costs when due hereunder from any legally available funds of the Local Agency.

Section 3.3 No Set-Off. The obligation of the Local Agency to make Agency Installment Payments from the sources set forth herein and to perform its other obligations hereunder shall be absolute and unconditional. The Local Agency shall make Agency Installment Payments as and when the same shall become due without diminution, reduction, postponement, abatement, counterclaim, defense or set-off as a result of any dispute, claim or right of action by, against or among the State, the Corporation, the Trustee, any Agency, and/or any other Person, or for any other reason; *provided*, that nothing in this Section 3.3 shall be construed to release or excuse the State from the observance or performance of its obligations hereunder.

Section 3.4 Assignments by the Corporation. The Local Agency acknowledges and agrees that, concurrently with the execution and delivery of this Local Agency Financing Contract, the Corporation will unconditionally assign to the Trustee pursuant to the Master Assignment, without recourse, (i) all of its rights to receive the Installment Payments under the Master Financing Contract, (ii) all of its remaining right, title and interest in, to and under the Master Financing Contract and this Local Agency Financing Contract, and in and to the Property (including any security interest therein), in consideration for the payment by the Trustee to the State Treasurer, as agent of the Corporation, of the proceeds of the sale of the Certificates. The State and the Corporation have acknowledged and agreed that such assignment by the Corporation is intended to be a true sale of the Corporation’s right, title and interest, and that upon such assignment the Corporation shall cease to have any rights or obligations under the Master Financing Contract or with respect to the Property, and the Trustee shall thereafter have all the rights and obligations of the Corporation under the Master Financing Contract as if the Trustee

had been the original party thereto. Except where the context otherwise requires, every reference in the Master Financing Contract and this Local Agency Financing Contract to the Corporation shall be deemed to be a reference to the Trustee in its capacity as assignee of the Corporation.

ARTICLE IV OPTIONAL PREPAYMENT OF AGENCY INSTALLMENT PAYMENTS

Section 4.1 Optional Prepayment.

(a) The Local Agency may, at its option and upon approval of the State Treasurer, prepay its Agency Installment Payments then unpaid, in whole or in part on any date, by causing to be deposited with the State Treasurer money and/or Government Obligations in an amount sufficient for the State to provide for the payment or defeasance of the portion of its Installment Payments corresponding thereto in accordance with Section 4.1(a) or 4.1(b), respectively, of the Master Financing Contract, and to pay any Additional Costs in connection therewith.

(b) The Local Agency shall provide the State Treasurer with not less than 60 days' prior written notice of its intention to prepay any of its Agency Installment Payments, which notice shall specify the date of the date of such prepayment, and the amount and the Agency Installment Payment Dates of the Agency Installment Payments to be prepaid. The State Treasurer shall notify the Local Agency within 15 Business Days after receipt of such notice from the Local Agency as to the amount required to be paid in connection with such prepayment or provision for payment of the corresponding Installment Payments, including any Additional Costs in connection therewith. The determination by the State Treasurer of the amount to be paid by the Local Agency shall be binding and conclusive against such Local Agency, absent manifest error.

Section 4.2 Revision of Agency Installment Payments upon Optional Prepayment. The Agency Principal Component and Agency Interest Component of the Agency Installment Payment due on each Agency Installment Payment Date on and after the date of any prepayment pursuant to Section 4.1, as set forth in Exhibit D, shall be reduced by the State Treasurer to reflect such prepayment, in such amounts and on such Agency Installment Payment Dates as the Local Agency shall elect in its written notice to the State Treasurer, pursuant to Section 4.1(b).

Section 4.3 Discharge of Local Agency Financing Contract. All right, title and interest of the State and all obligations of the Local Agency under this Local Agency Financing Contract shall terminate and be completely discharged and satisfied (except for the right of the State and the Corporation and the obligation of the Local Agency to have the money and Government Obligations set aside applied pursuant to Section 4.3(b) to make the remaining Agency Installment Payments) when either:

(a) all Agency Installment Payments and all Additional Costs and other amounts due hereunder have been paid in accordance herewith; or

(b) (i) the Local Agency shall have delivered a written notice to the State Treasurer of its intention to prepay all of the Agency Installment Payments remaining unpaid; (ii) the Local Agency shall have caused to be deposited with the State Treasurer (A) money and/or Government Obligations in accordance with Section 4.1; and (B) an Opinion of Counsel to the effect that such

actions are permitted under this Local Agency Financing Contract, the Master Financing Contract and the Trust Agreement and will not cause interest evidenced and represented by the Certificates to be includable in gross income for federal income tax purposes under the Code; and (iii) for so long as any Agency Installment Payments remain unpaid, provision shall have been made satisfactory to the Corporation for payment of all Additional Costs.

ARTICLE V REPRESENTATIONS, WARRANTIES, COVENANTS AND AGREEMENTS

Section 5.1 Representations and Warranties of the Local Agency. The Local Agency represents and warrants as follows:

(a) The Local Agency is an “other agency” within the meaning of the Act, duly organized and validly existing under the Constitution and laws of the State.

(b) The Local Agency is authorized under the laws of the State and its charter or other constituent document, if any, to enter into and perform its obligations under this Local Agency Financing Contract.

(c) Neither the execution and delivery by the Local Agency of this Local Agency Financing Contract, nor the observance and performance of its terms and conditions, nor the consummation of the transactions contemplated by it, conflicts with or constitutes a breach of or default under any agreement or instrument to which the Local Agency is a party or by which the Local Agency or its property is bound, or results in the creation or imposition of any lien, charge or encumbrance whatsoever upon the Property, except as expressly provided in this Local Agency Financing Contract and the Master Financing Contract.

(d) The Local Agency has duly authorized, executed and delivered this Local Agency Financing Contract.

(e) This Local Agency Financing Contract constitutes valid and binding general obligation indebtedness of the Local Agency, enforceable against it in accordance with its terms, except as such enforceability may be affected by bankruptcy, insolvency, reorganization, moratorium and other laws relating to or affecting creditors’ rights generally, to the application of equitable principles, and to the exercise of judicial discretion in appropriate cases.

(f) The Property to be financed and acquired pursuant to this Local Agency Financing Contract is essential to the Local Agency’s ability to carry out its governmental functions and responsibilities, and the Local Agency expects to make immediate and continuing use of the Property during the term of this Local Agency Financing Contract.

(g) The useful life of the Property is equal to or exceeds the term of this Local Agency Financing Contract.

(h) The obligations of the Local Agency under this Local Agency Financing Contract, together with all other outstanding indebtedness of the Local Agency, do not exceed any statutory or constitutional debt limit applicable to the Local Agency.

(i) The Local Agency makes no representation or warranty regarding the perfection of any security interest in the Property, the Master Financing Contract or this Local Agency Financing Contract for the benefit of the Corporation.

Section 5.2 Covenants and Agreements of the Local Agency. The Local Agency covenants and agrees as follows:

(a) *Preservation of Existence.* The Local Agency will do or cause to be done all things necessary to preserve its existence as an “other agency” within the meaning of the Act.

(b) *Budget.* The Local Agency shall take such action as may be necessary to include all the Agency Installment Payments and Additional Costs due hereunder in its annual budget and to make the necessary annual appropriations for all such Agency Installment Payments and Additional Costs.

(c) *Levy of Taxes.* If and to the extent authorized by law, the Local Agency covenants that it will levy taxes in such amounts and at such times as shall be necessary, within and as a part of the tax levy, if any, permitted to be made by the Local Agency without a vote of its electors, to provide funds, together with other legally available money, sufficient to make the Agency Installment Payments and the other payments required under this Local Agency Financing Contract.

(d) *Notice of Nonpayment.* The Local Agency shall give written notice to the State Treasurer and the Corporation prior to any Agency Installment Payment Date if the Local Agency knows prior to such date that it will be unable to make all or any portion of the Agency Installment Payment due on such date.

(e) *Tax Exemption.* The Local Agency shall not make any use of the proceeds of this Local Agency Financing Contract or the Certificates or of any other amounts, regardless of the source, or of any property, and shall not take or refrain from taking any action, that would cause the Master Financing Contract or the Certificates to be “arbitrage bonds” within the meaning of Section 148 of the Code. The Local Agency shall not use or permit the use of the Property or any part thereof by any Person other than a “governmental unit” as that term is defined in Section 141 of the Code, in such manner or to such extent as would result in the loss of the exclusion from gross income for federal income tax purposes of the Interest Component of the Installment Payments under Section 103 of the Code. The Local Agency shall not make any use of the proceeds of this Local Agency Financing Contract or the Certificates or of any other amounts, and shall not take or refrain from taking any action, that would cause the Master Financing Contract or the Certificates to be “federally guaranteed” within the meaning of Section 149(b) of the Code, or “private activity bonds” within the meaning of Section 141 of the Code, or “hedge bonds” within the meaning of Section 149 of the Code. To that end, for so long as any Agency Installment Payments remain unpaid, the Local Agency, with respect to such proceeds and other amounts, will comply with all requirements under such Sections and all applicable regulations of the United States Department of the Treasury promulgated thereunder. The Local Agency will at all times do and perform all acts and things permitted by law which are necessary or desirable in order to assure that the Interest Components of the Installment Payments will not be included in gross income of the Owners of the Certificates for federal income tax purposes under the Code, and will take no

action that would result in such interest being so included. The Local Agency shall comply with the applicable provisions of the Tax Certificate.

(f) *No Liens; Sale or Disposal; or Assignment.* The Local Agency shall not create, incur or assume any mortgage, pledge, lien, charge, encumbrance or claim on or with respect to the Property, except the rights of the Corporation as provided herein and in the Master Financing Contract. The Local Agency shall promptly, at its own expense, take such action as may be necessary to duly discharge any such mortgage, pledge, lien, charge, encumbrance or claim if the same shall arise at any time. The Local Agency shall not grant, sell, transfer, assign, pledge, convey or otherwise dispose of any of the Property or any interest therein during the term of this Local Agency Financing Contract, and any such attempted grant, sale, transfer, assignment, pledge, conveyance or disposal shall be void. The Local Agency may not grant, sell, assign, transfer, convey, pledge, hypothecate or grant any security interest in any of its right, title or interest in, to or under this Local Agency Financing Contract. Any attempted grant, sale, assignment, conveyance, pledge, hypothecation or security interest shall be void.

(g) *Performance.* The Local Agency shall punctually pay the Agency Installment Payments and any Additional Costs in conformity with the terms and provisions hereof, and will faithfully observe and perform all the covenants, terms and other obligations contained herein required to be observed and performed by the Local Agency. The Local Agency will not suffer or permit any default to occur hereunder, or do or permit anything to be done, or omit or refrain from doing anything, in any case where any such act done or permitted, or any such omission or refraining from doing anything, would or might be grounds for termination of this Local Agency Financing Contract. The Local Agency will not terminate this Local Agency Financing Contract for any cause, including but not limited to any acts or circumstances that may constitute failure of consideration, destruction of or damage to the Property, commercial frustration of purpose, any change in the tax or other laws of the United States of America or of the State or any political subdivision of the State, or any failure by the State or the Corporation to observe or perform any covenant, agreement, term, condition or other obligation contained herein or in the Master Financing Contract required to be observed and performed by it, whether express or implied, or the bankruptcy, insolvency, liquidation or reorganization of the Corporation.

(h) *Further Assurances.* The Local Agency will preserve and protect the rights of the State hereunder, and will warrant and defend such rights against all claims and demands of all Persons. The Local Agency will promptly execute, make, deliver, file and record any and all further assurances, instruments and agreements, and do or cause to be done such other and further things, as may be necessary or proper to carry out the intention or to facilitate the performance hereof and for the better assuring and confirming to the State the rights and benefits provided to it hereunder.

(i) *Use of Property.* During the term of this Local Agency Financing Contract, the Local Agency will use the Property for the purposes of performing one or more of its essential governmental functions or responsibilities. The Local Agency will not permit the Property to be used or operated other than by authorized employees, agents and contractors of the Local Agency.

(j) *Financial Statements.* The Local Agency shall prepare annual financial statements and obtain audits thereof as required by law. Upon the Written Request of the State Treasurer, the

Local Agency shall provide the State Treasurer with a copy of its most recent audited and unaudited financial statements.

(k) *Use; Repairs.* For so long as the Local Agency is in possession of the Property, the Local Agency shall be solely responsible for the maintenance and repair, both ordinary and extraordinary, of the Property. The Local Agency will (i) keep and maintain the Property in good repair, working order and condition, and protect the same from deterioration other than normal wear and tear; (ii) cause the Property to be used within its normal capacity, in the manner contemplated by the manufacturer's specification, and in compliance with the requirements of applicable laws, ordinances and regulations, the requirements of any warranties applicable thereto, and the requirements of any insurance or self-insurance program required under Section 5.2(p); (iii) cause the Property to be used and operated by or under the direction of competent persons only, and obtain all registrations, permits and licenses, if any, required by law for the operation of the Property; and (iv) will pay all costs, claims, damages, fees and charges arising out of its possession, use or maintenance of the Property. The Local Agency, at its expense, will furnish all parts, mechanisms and devices required to operate and maintain the Property.

(l) *Alterations.* The Local Agency will not make any alterations, additions or improvements to the Property without the prior written consent of the State Treasurer unless such alterations, additions or improvements (i) maintain or increase the value of the Property; or (ii) may be readily removed without damage to the Property. All such alterations, additions or improvements shall be deemed to be a part of the Property and shall be subject to the terms and provisions of this Local Agency Financing Contract.

(m) *Location; Inspection.* The Property will be located within the State. The Corporation will be entitled to inspect the Property during regular business hours upon at least one Business Day's prior notice. The Local Agency acknowledges, and consents and agrees to, the right of the Corporation to so inspect the Property.

(n) *Impositions and Charges.* If during the term of this Local Agency Financing Contract, any Imposition is imposed or incurred in connection with the sale and purchase of the Property by the Corporation to the State, or by the State to the Local Agency, or the ownership, operation, possession or use of the Property by the Corporation, the State or the Local Agency, or the payment of the Agency Installment Payments by the Local Agency, or the payment of the Installment Payments payable therefrom by the State, or any fines, penalties or interest imposed on or with respect to any of the foregoing, the Local Agency shall pay all such Impositions and charges when due. The Local Agency at its own expense may contest any such Impositions and charges until it obtains a final administrative or judicial determination with respect thereto, unless the Property is encumbered by any levy, lien or any other type of encumbrance because of the Local Agency's failure to pay such Impositions or charges. If the State or the Corporation pays any such Impositions or charges for which the Local Agency is responsible or liable hereunder, the Local Agency shall reimburse the State or the Corporation, as applicable, therefor as Additional Costs hereunder. The Local Agency shall hold harmless the State and the Corporation from and against all such Impositions and charges during the term of this Local Agency Financing Contract.

(o) *Risk of Loss; Damage; Destruction; Condemnation.* The Local Agency assumes all risk of loss of or damage to the Property from any cause whatsoever, and the obligation of the

Local Agency to pay the Agency Installment Payments or to perform any other obligation under this Local Agency Financing Contract shall in no way be released, discharged or otherwise affected for any reason, including without limitation (i) any defect in the condition, quality or fitness for use of, or title to, any portion of the Property, or (ii) any damage to, or abandonment, destruction, requisition, condemnation or taking of any portion of the Property. In the event of damage to any item of the Property, the Local Agency will immediately place the same in good repair, working order and condition as required by Section 5.2(k) hereof. If the Local Agency determines that any item of Property is lost, stolen, destroyed or damaged beyond repair, the Local Agency will prepay all of its obligations for Agency Installment Payments and terminate its obligations hereunder in accordance with Section 4.3(b) hereof.

(p) *Insurance.*

(i) The Local Agency shall maintain, or cause to be maintained, in full force and effect, comprehensive general liability insurance with respect to the Property in such amounts as may be reasonably determined by the Local Agency from time to time but in any event not less than \$1,000,000 per occurrence, or such greater amount as the State Treasurer may reasonably require from time to time. Such insurance may be carried under a blanket policy with umbrella coverage. Such insurance shall cover any and all liability of the Local Agency and its officials, officers, employees and volunteers. Such insurance shall include (A) coverage for any accident resulting in personal injury to or death of any person and consequential damages arising therefrom; and (B) comprehensive property damage insurance.

(ii) The Local Agency shall maintain or cause to be maintained in full force and effect fire and extended coverage insurance with respect to the Property in such amounts and covering such risks as the Local Agency may reasonably determine from time to time but in any event not less than the aggregate amount of the Agency Principal Components of Agency Installment Payments due hereunder which remain unpaid. Such insurance may be carried under a policy or policies covering other property of the Local Agency. In the alternative, the Local Agency may assume financial responsibility for any physical damage to and/or loss of the Property; *provided, however*, that if the Local Agency elects this option, the Local Agency hereby covenants and agrees that it will promptly repair or replace the Property promptly upon any loss or damage thereto.

(iii) The insurance required under paragraphs (i) and (ii) above: (A) shall be provided by a financially responsible insurance company authorized to do business in the State; (B) except for the insurance required under paragraph (ii) above and as provided in paragraph (iv) below, shall name the State and the Trustee as additional insureds thereunder; (C) shall provide that the same may not be canceled or given notice of non-renewal, nor shall the terms of conditions thereof be altered, amended or modified, without at least 45 days' prior written notice being given by the insurer to the State Treasurer; and (D) may be provided in whole or in part through a funded program of self-insurance reviewed at least annually by an insurance actuary.

(iv) In the event that the Local Agency provides the insurance required under paragraph (i) above through its membership in a local government risk pool established under chapter 48.62 RCW, the State and the Trustee shall not be required to be named as additional insureds under such insurance; provided, however, that in such event the Local Agency agrees to protect, indemnify, and hold the State and the Trustee harmless from any claims, judgments, damages, expenses and losses covered by such insurance.

(v) A certificate of insurance with respect to the required coverages shall be provided by the Local Agency to the State Treasurer annually on or prior to December 1 with respect to any required insurance maintained pursuant hereto.

(vi) The Local Agency will pay or cause to be paid when due the premiums for all insurance policies required by this Section 5.2(p).

ARTICLE VI EVENTS OF DEFAULT; REMEDIES

Section 6.1 Agency Event of Default. Each of the following shall constitute an “Agency Event of Default” hereunder:

(a) Failure by the Local Agency to pay or cause to be paid any Agency Installment Payment required to be paid hereunder within 10 Business Days of the respective Agency Installment Payment Date;

(b) Failure by the Local Agency to observe or perform any covenant, agreement, term or condition on its part to be observed or performed hereunder, other than as set forth in paragraph (a) above, for a period of 30 days after written notice from the State Treasurer or the Trustee to the Local Agency specifying such failure and requesting that it be remedied; *provided, however*, that such period shall be extended for not more than 60 days if such failure cannot be corrected within such period, and the corrective action is commenced by the Local Agency within such period and diligently pursued until the failure is corrected;

(c) If any statement, representation, or warranty made by the Local Agency in this Local Agency Financing Contract or in any writing delivered by the Local Agency pursuant hereto or in connection herewith is false, misleading, or erroneous in any material respect; and

(d) Inability of the Local Agency to generally pay its debts as such debts become due, or admission by the Local Agency in writing of its inability to pay its debts generally or the making by the Local Agency of a general assignment for the benefit of creditors, or the institution of any proceeding by or against the Local Agency seeking to adjudicate it as bankrupt or insolvent, or seeking liquidation, winding-up, reorganization, reimbursement, adjustment, protection, relief or composition of it or its debts under any law relating to bankruptcy, insolvency or reorganization or relief of debtors, or seeking the entry of an order for relief or for appointment of a receiver, trustee, or other similar officer of it or any substantial part of its property, or the taking of any action by the Local Agency to authorize any of the actions set forth above in this Section 6.1(d).

Notwithstanding the foregoing provisions of this Section 6.1, if by reason of *force majeure* the Local Agency is unable in whole or in part to carry out the covenants, agreements, terms and

conditions on its part contained in this Local Agency Financing Contract, the Local Agency shall not be deemed in default during the continuance of such inability. The term “*force majeure*” means the following: acts of God; strikes; lockouts or other industrial disturbances or disputes; acts of public enemies; orders or restraints of any kind of the government of the United States of America or any of its departments, agencies or officials, or of its civil or military authorities; orders or restraints of the State or of any of its departments, agencies or officials or civil or military authorities of the State; wars, rebellions, insurrections; riots; civil disorders; blockade or embargo; landslides; earthquakes; fires; storms; droughts; floods; explosions; or any other cause or event not within the control of the Local Agency.

The State, with the prior written consent of the Corporation, may, at its election, waive any default or Agency Event of Default and its consequences hereunder and annul any notice thereof by written notice to the Local Agency to such effect, and thereupon the respective rights of the Parties hereunder shall be as they would have been if such default or Agency Event of Default had not occurred.

Section 6.2 Rights of State Upon Agency Event of Default. Whenever an Agency Event of Default hereunder shall have occurred and be continuing, the State shall have the following rights and may exercise any one or more of the following remedies:

(a) By written notice to the Local Agency, require that the Local Agency promptly return possession and use of the Property to the State at any location specified in the United States (at the cost and expense of the Local Agency) in good repair, working order and condition, ordinary wear and tear excepted;

(b) Take whatever action at law or in equity may appear necessary or desirable to collect the Agency Installment Payments then due and thereafter becoming due, or to enforce the observance or performance of any covenant, agreement or obligation of the Local Agency under this Local Agency Financing Contract;

(c) Exercise any other rights or remedies it may have hereunder or under applicable law; and

(d) Decline to execute any future financing contract on behalf of the Local Agency under the Act.

Section 6.3 No Remedy Exclusive; Non-Waiver. No remedy conferred upon or reserved to the State hereunder or under applicable law is intended to or shall be exclusive, and every such remedy shall be cumulative and shall be in addition to every other remedy given under this Local Agency Financing Contract or now or hereafter existing at law or in equity. No delay or omission to exercise any right or remedy accruing upon a default or an Agency Event of Default hereunder shall impair any such right or remedy or shall be construed to be a waiver of such default or Agency Event of Default, but any such right or remedy may be exercised from time to time and as often as may be deemed necessary or expedient. In order to exercise any remedy reserved to the State hereunder, it shall not be necessary to give any notice, other than such notice as may be required hereunder. A waiver by the State of any default or Agency Event of Default hereunder shall not constitute a waiver of any subsequent default or Agency Event of Default hereunder, and

shall not affect or impair the rights or remedies of the State in connection with any such subsequent default or Agency Event of Default.

ARTICLE VII MISCELLANEOUS PROVISIONS

Section 7.1 Indemnification of State and the Corporation. To the extent permitted by law, the Local Agency hereby releases the State and the Corporation from, agrees that the State and the Corporation shall not be liable for, and agrees to indemnify and hold the State and the Corporation and their respective directors, officers, officials, employees, and agents harmless from, any liability for any loss or damage to property or any injury to or death of any person that may be occasioned by any cause whatsoever arising out of the ownership or operation of the Property or the acquisition, financing or refinancing thereof. The Local Agency agrees to indemnify and hold the State and the Corporation and their respective directors, officers, officials, employees, and agents harmless from any losses, costs, charges, expenses (including reasonable attorneys' fees), judgments and liabilities incurred by it or them, as the case may be, in connection with any action, suit or proceeding instituted or threatened in connection with the transactions contemplated by this Local Agency Financing Contract or the exercise of rights or the performance of duties of the State or the Corporation under this Local Agency Financing Contract, the Master Financing Contract or the other Series Agreements to which each of them is a Party, except to the extent caused by the gross negligence or willful misconduct of such indemnified party. The indemnification provided in this Section 7.1 shall survive the final payment of the Agency Installment Payments and the termination of this Local Agency Financing Contract for any reason.

Section 7.2 Third Party Beneficiaries. The Corporation and the Trustee, as assignee of the Corporation, shall be third party beneficiaries of this Local Agency Financing Contract.

Section 7.3 Notices to Agency. The notice address for the Local Agency shall be as set forth in the Notice of Intent.

STATE:

STATE OF WASHINGTON OFFICE OF THE
STATE TREASURER

By _____
Treasurer Representative

LOCAL AGENCY:

CITY OF LAKE STEVENS

By _____
Authorized Agency Representative

By _____
Authorized Agency Representative

By _____
Authorized Agency Representative

Notice of Intent

State of Washington LOCAL PROGRAM

Local Agency Information

Legal Name: City of Lake Stevens

County: Snohomish

Address: 1812 Main Street, PO Box 257

Contact Person: Barb Stevens

Phone: 425-622-9410

E-mail: bstevens@lakestevenswa.gov

MCAG No.: 3109

Zip: 98258

Title: Finance Director

Fax: 425-622-9397

Property (Real Estate or Equipment)

Property description (include quantity, if applicable): Vactor Truck 2100 Plus

Purpose of property (Please be specific and include dept. of use):

Public Works - Stormwater division. Cleaning storm water catch basins

Total Project/Property Cost \$ 511615.22

Finance term: 5 years

Local Funds \$ (11615.22)

Useful life: 20 years

Grants \$ (0)

Desired financing date: June 2020

Other \$ (0)

LOCAL Financing Request: \$ 500,000.00

If **real estate**, the Real Estate Worksheet: ☐ Is attached ☐ Will be provided by (date):If **equipment**, select how the property purchase price will be paid:

☒ Reimbursement to Local Agency. *If expenditures are made prior to the COP closing date, a Reimbursement Resolution will be required with your financing documents. To comply with IRS requirements, expenditures made more than 60 days prior to the date of the resolution cannot be reimbursed.*

☐ Direct payment to vendor. *Confirm the vendor is registered in the Statewide Vendor System at <https://ofm.wa.gov/it-systems/statewide-vendorpayee-services> or call 360.407.8180.*

Security Pledge

☐ Voted general obligation of local government ☐ Non-voted general obligation of local government

Other Information

If any of the following apply, please provide a complete discussion on a separate page:

☐ Yes ☒ No Is the local agency a party to significant litigation?

☒ Yes ☐ No Has the agency received a bond rating in the last two years? If yes, bond rating(s): Aa2
(attach rating agency letter)

The Local Agency reasonably expects to be reimbursed for original expenditures made to acquire the personal/real property from sale proceeds of certificates of participation in a Personal/Real Property Financing Lease with the State Treasurer in the maximum amount expected to be financed as identified above. The Local Agency reasonably expects that the personal/real property will be used for its governmental purpose and not by any nongovernmental person for private business use.

Signature: Barb Stevens Digitally signed by Barb Stevens
Date: 2020.03.30 15:17:48 -07'00'

Date: 3/30/2020

Printed Name: Barb Stevens

Title: Finance Director

Personal Property Certificate

Name of Local Agency:	City of Lake Stevens
Address:	1812 Main Street
	PO Box 257
	Lake Stevens, WA 98258

All capitalized terms not defined herein shall have the meanings assigned to such terms in the Local Agency Financing Contract that this Exhibit B is attached to. The undersigned, Barb Stevens does hereby certify, that [he/she] is an Authorized Agency Representative of City of Lake Stevens (the "Local Agency") pursuant to the terms of the Local Agency Financing Contract.

The undersigned, confirms that the Property described below will be placed in use at the location listed below. The undersigned confirms that the Property described below has been delivered to and received by the Local Agency. All installation or other work necessary prior to the use thereof has been completed. The Property has been examined and/or tested and is in good operating order and condition and is in all respects satisfactory to the Local Agency and complies with all terms of the Master Financing Contract and the Local Agency Financing Contract.

Notwithstanding the foregoing, the undersigned does not waive or limit, by execution of this certificate, any claim against the vendor or any other seller, installer, contractor or other provider of property or services related to the purchase, shipment, delivery, installation or maintenance of the Property.

The Local Agency further confirms that the Property will be used to fulfill an essential governmental function which the Local Agency has the authority to provide in the State.

PROPERTY INFORMATION

Description:	<u>Vactor 2100+ Vacuum System Truck</u>	Name of Vendor:	<u>Owens Equipment Company</u>
	<u></u>	Address:	<u>PO Box 515458</u>
	<u></u>		<u>Los Angeles, CA 90051</u>
	<u></u>		<u></u>
Serial No.:	<u>18-07V-17620</u>		<u></u>
Tag No.:	<u>PW</u>		<u></u>
	<u>VIN: 1NKZL70XXKJ252175</u>		<u></u>

Location of Property Acquired: City of Lake Stevens, Public Works Shop 2306 131st Ave. NE, Lake Stevens, WA 98258

INSTRUCTIONS TO STATE TREASURER FOR PAYMENT:

Disburse to: ☐ Vendor ☒ City ☐ County Treasurer ☐ Other

Entity Name: City of Lake Stevens

Disbursement Amount: \$500,000.00

Method of Payment: ☒ ACH ☐ Wire ☐ Check

Statewide Vendor No: 32526

ACH/Wire Instructions:

Attached hereto are:

1. A vendor's invoice for the Property approved by the Local Agency.
2. A Certificate of Insurance, demonstrating liability insurance coverage and stating that insurance will be renewed annually automatically, unless said office notifies the State Treasurer of any discontinuation of coverage.

In connection with the Local Agency's acquisition of the Property as agent of the Washington Finance Officers Association, you are hereby requested to make a disbursement as indicated above.

Authorized Agency Representative

Date: _____

EXHIBIT C

Certificate Designating Authorized Agency Representatives

I, Kathleen Pugh, City Clerk of the City of Lake Stevens (the "Local Agency"), hereby certify that, as of the date hereof, pursuant to Ordinance No. 1086, the following individuals are each an "Authorized Agency Representative," as indicated by the title appended to each signature, that the following individuals are duly authorized to execute and deliver the Local Agency Financing Agreement to which this Certificate is attached as Exhibit C, and all documentation in connection therewith, including but not limited to the Personal Property Certificate(s) attached thereto as Exhibit B, that the signatures set forth below are the true and genuine signatures of said Authorized Agency Representatives and that pursuant to such ordinance, one (1) of the three (3) following signature is required on each of the aforementioned documents in order to consider such documents executed on behalf of the Local Agency:

(signature) Brett Gailey, Mayor

(signature) Gene Brazel, City Administrator

(signature) Barb Stevens, Finance Director

Dated this _____ day of _____, 2020.

Kathleen Pugh, City Clerk
City of Lake Stevens

SUBSCRIBED AND SWORN TO before me this ____ day of ___, 20__.

By: _____
NOTARY PUBLIC in and for the State of
Washington, residing at:

Printed Name: _____
My Commission Expires: _____

EXHIBIT D

SCHEDULE OF AGENCY INSTALLMENT PAYMENTS

[to be attached upon availability]



State of Washington
STATE FINANCE COMMITTEE

JAY R. INSLEE
Governor

CYRUS HABIB
Lieutenant Governor

April 22, 2020

Barb Stevens, Finance Director
City of Lake Stevens
1812 Main Street, PO Box 257
Lake Stevens, WA 98258

Dear Barb Stevens:

RE: Credit Approval

The City has been approved to finance one Vactor truck 2100 plus. The financing, with total proceeds not to exceed \$500,000.00, and a final maturity not to exceed 5 years, will be included in an upcoming State of Washington Equipment Series Certificate of Participation.

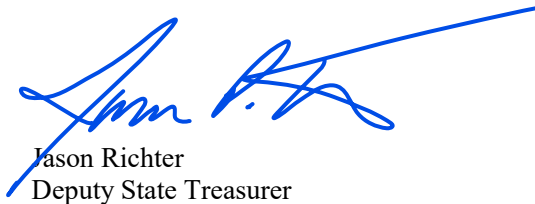
Funding is contingent on the following:

- No material changes in the financial condition of the City
- Completion of all items on the checklist

We look forward to working on your behalf.

Sincerely,

Duane A. Davidson
Washington State Treasurer



Jason Richter
Deputy State Treasurer



LAKE STEVENS CITY COUNCIL
STAFF REPORT

Council Agenda

Date: April 28, 2020

Subject: Infill Regulations and Ordinance 1081

Contact

Person/Department: Sabrina Harris, Associate Planner **Budget Impact:** N/A

RECOMMENDATION(S)/ACTION REQUESTED OF COUNCIL:

- **Open the public hearing and continue the hearing to the May 12, 2020 City Council Regular meeting to receive public testimony and take action on Ordinance 1081.**

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

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 through infill development of duplexes, triplexes and fourplexes in single-family zones within the city. In addition, this amendment has been supported through time sensitive grant funding as part of HB 1923.

Staff created an outreach program to discuss these issues with a Land Use Advisory Committee comprised of interested citizens and industry constituents. Work with the Committee has included a visual preference survey, review of the city's current zoning standards, comparison of standards from multiple jurisdictions, briefing on the city's buildable lands and participation in creating updated standards for residential and infill development. Common themes expressed by the group focused on promoting more diversity in neighborhoods, efficiency in development and community aesthetics. Staff held eight meetings with the Land Use Advisory Committee throughout 2019 including a workshop with the Planning Commission. Staff has briefed the Planning Commission six times and periodically briefed the Council. As part of this update, staff has worked and met with representatives from Master Builders and other stakeholders to ensure that the changes result in projects that can be constructed as envisioned. The Planning Commission held a public hearing on February 19, 2020 and recommended approval of the

proposed changes discussion and considering public testimony. Public testimony given during the public hearing indicated support from citizens and both the building community. At this time staff has not received any additional public comment or request for testimony. Given the outreach over the past year staff does not anticipate opposition to this amendment.

Based on the social distancing restrictions in the Governor's proclamations related to COVID-19, staff recommends opening the public hearing and continuing the hearing to the May 12, 2020 regular Council meeting for public testimony and consideration of Ordinance 1081 adopting infill regulations.

Amendments to Chapter 14.46 LSMC parts I and II include the simplification of the review process for innovative housing projects and minor code updates to cottage housing developments. The revisions help simplify the review process for innovative housing projects and remove duplicative processes.

LSMC 14.46.015 Review and Processing – Removed the requirement that an applicant host a neighborhood meeting prior to the project's submittal.

- LSMC 14.46.020 Application - Removed duplicate project submittal requirements that already existed in 14.16.105.
- LSMC 14.46.025 Sewer Requirements – Updated to section title to Utility Requirements and include provisions for both sewer and water.
- LSMC 14.46.100 Purpose and Intent – Deleted reference to 14.44.035 to specifically call out allowed zoning for cottage housing.
- LSMC 14.46.115 Community Assets – Deleted minimum open space requirement for cottage housing developments and increased the height for community buildings in cottage developments from 18 to 25 feet.

Chapters 14.46 LSMC create regulations for infill housing with eligibility criteria, dimensional standards, design standards, and development bonuses for infill housing projects contained within Part III.

- LSMC 14.46.200 Purpose and Intent - New section added to provide direction as to the purpose and intent of the infill housing code.
 - 14.46.210 Applicability - New section added to provide eligibility criteria for infill housing developments including applicable zoning, project size and minimum dwelling unit creation.
 - 14.46.230 Infill Residential Standards
 - Adds infill standards that reduce dimensional requirements of the underlying zone for lot area and width, with an additional reduction for detached dwelling units under 1,600 sq ft in size.
 - Added infill development standards that provide dimensional requirements and incentives for setback, small multiplexes, parking and impervious surface.
 - Added infill design standards that provide requirements to ensure compatibility of infill development with the character of existing neighborhoods. These include parking, building orientation, landscaping, building façade and site design requirements.
-

FINDINGS AND CONCLUSIONS:

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)

- The city requested expedited review from the Department of Commerce on December 19, 2019.

- Staff will file the final ordinance with the Department of Commerce within 10 days of City Council action.

Conclusions – The proposed code amendment has met local and state SEPA 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 per Chapter 14.16B LSMC.
- No written comments have been received.

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

ATTACHED:

- A. Ordinance 1081
- B. Planning Commission Recommendation

ATTACHMENT A

CITY OF LAKE STEVENS
LAKE STEVENS, WASHINGTON

ORDINANCE NO. 1081

AN ORDINANCE OF THE CITY OF LAKE STEVENS, WASHINGTON REVISING AND UPDATING PORTIONS OF CHAPTER 14.46 LSMC INNOVATIVE HOUSING OPTIONS PROGRAM; PROVIDING FOR SEVERABILITY, SUMMARY PUBLICATION BY ORDINANCE TITLE ONLY; AND AN EFFECTIVE DATE.

WHEREAS, Washington State has adopted the Growth Management Act (Ch. 36.71A RCW), which requires local governments to adopt comprehensive plans and implementing regulations; and

WHEREAS, The Lake Stevens City Council has been reviewing proposed amendments to the City's zoning requirements to encourage the development of moderately priced housing within the City; and

WHEREAS, the state legislature in House Bill 1923 (Chapter 348, 2019 Laws) encouraged cities to consider flexible tools to take two or more of the listed actions to increase residential building capacity as reflected through the adoption of infill housing development standards and provisions for small multi-family projects in single family residential zones to encourage affordable and market rate housing in a greater variety of housing types and at prices that are accessible to a greater variety of incomes; and

WHEREAS, if taken prior to April 1, 2021, the actions taken by the City to implement the residential building capacity described above are exempt from administrative or judicial appeal under SEPA and the GMA, and if taken by a city with a population over 20,000, the city is eligible to apply for grant funding through the Department of Commerce (Commerce) to support such planning and outreach efforts; 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 proposal to the Department of Commerce for review of the proposed code amendments (Submittal ID 2019-S-1049). 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 April 28, 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 infill housing standards and adding provisions within the Innovative Housing and infill 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)**.
- F. The above recitals are incorporated as additional findings of fact.

SECTION 2. The title of Chapter 14.46 LSMC currently titled Innovative Housing Options Program is hereby amended to read as Chapter 14.46 Innovative Housing and Infill.

SECTION 3. The following sections of Chapter 14.46 LSMC Part I are hereby amended to read as follows (additions shown by underline, deletions shown by strikethrough) (all other sections of Part I remain unchanged):

1. **14.46.001 Purpose**

- (a) ~~This~~ purpose of this chapter is to help achieve the goals and objectives of the Land Use and Housing elements of the Lake Stevens Comprehensive Plan ~~by providing for a separate program for individual projects creating a type of housing appropriately sized for smaller households.~~ These housing options encourage more efficient use of land and energy, build communities, and offer more affordability.

2. **14.46.005 Goals**

The goals ~~of the~~ for innovative housing and infill as defined in this chapter ~~options program~~ are to:

- (a) Increase housing supply and the choice of housing styles available in the community in accordance with the Comprehensive Plan.
- (b) Provide for development of housing that responds to changing demographics and smaller-sized households.
- (c) Support the efficient use of land and higher density infill in developed areas.
- (d) Promote housing affordability and greater choice by encouraging smaller and more diverse home sizes and mixes of income levels.
- (e) Promote high quality design and materials that are compatible with adjacent neighborhoods.

- (f) Allow flexibility in site and design standards while promoting infill projects compatible with existing single-family developments.

3. 14.46.010 Applicability

- (a) This chapter applies to all innovative housing projects allowed and submitted under this chapter.

4. 14.46.015 Review and Processing

~~Innovative housing projects shall be reviewed and processed according to the requirements of Sections 14.16C.015, 14.16C.045 and 14.40.020(b), with the additional requirements below:~~

- (a) A pre-application conference per Section 14.16A.220(d) is ~~required~~ highly recommended to exchange general and preliminary information and to identify potential issues.
- (b) Projects that use the provisions included in this chapter shall follow the permit path associated with the underlying permit pursuant to Chapters 14.16A and 14.16B.
- (c) Innovative housing projects are subject to design review per LSMC 14.16C.050.
- (b) ~~After the pre application conference, the applicant shall schedule and host a neighborhood meeting before submitting an application to the City. The purpose of the neighborhood meeting is to provide residents who live adjacent and nearby to the proposed cottage housing development an opportunity to obtain information about the proposal and provide comment on the overall project before an applicant expends significant time and resources in developing the specific site and development features of the proposal.~~
 - (1) ~~The meeting shall be located in the general area of the proposed project.~~
 - (2) ~~Notice of the neighborhood meeting shall be mailed to all property owners located within 300 feet of the proposed project or 20 property owners (whichever results in more property owners being noticed) and shall provide details of the proposed project, including a description of any modification or flexibility in site design standards that will be requested.~~
 - (3) ~~Comprehensive notes describing the meeting shall be submitted with the project application.~~
 - (4) ~~Following the neighborhood meeting, the applicant shall consider public input received during the neighborhood meeting and shall consider recommendations, if any, for revising the proposed innovative housing project to respond to neighborhood concerns.~~

Duties and authority are as follows:

- (e) ~~Design review is required for projects in accordance with this chapter.~~
 - (1) ~~Prior to a final decision by the Director or the Hearing Examiner, a staff report including findings of fact must be provided demonstrating whether the proposed project meets the specific design requirements provided in this chapter for the specific type of innovative housing option and may propose allowable modifications.~~

5. 14.46.020 Application

Applications for an innovative housing project shall be made on forms provided by the City, shall be available for public review for a minimum of two week prior to the neighborhood meeting, and shall include the following materials pursuant to the permit path associated with

the underlying permit. In addition, the following items shall be provided at the time of submittal.

- ~~(a) Preliminary Development Plan. A site plan of the proposed development, indicating property lines, proposed setbacks, and lot coverage calculations. The site plan shall also include the location of all adjacent structures, the distance to property lines, and the footprint of any existing structures on the property with a note on which structures will remain. The preliminary development plan shall consist of a site plan drawn to scale and shall display the following information:
 - ~~(1) The location, size, configuration, and dimensions of the lot(s) on which the cottage housing development will be developed;~~
 - ~~(2) The location and footprint for each cottage;~~
 - ~~(3) A depiction of individual dwelling unit area that delineates the spacing around each cottage;~~
 - ~~(4) A delineation of the common open areas;~~
 - ~~(5) The height and square footage of each cottage;~~
 - ~~(6) The parking locations, layout, circulation, ingress and egress;~~
 - ~~(7) The location, if applicable, of any buildings to be used in common by the residents of the cottage housing development;~~
 - ~~(8) The layout and dimensions of pedestrian circulation from the parking areas to the cottages, and connecting the cottages;~~
 - ~~(9) Design illustrations that show, and a design checklist that lists, the design features that constitute the required design points for each cottage;~~
 - ~~(10) A depiction of the driveway access from a publicly maintained street to the cottage housing development parking areas, with its dimensions; and~~
 - ~~(11) Any other information the Director finds necessary to ensure compliance with this title.~~~~
- ~~(b) Conceptual drawings of the proposed innovative housing type, including building footprints and building elevations, floor plans, roof plans, and additional architectural features.~~
- ~~(c) A detailed description of how the proposed development is consistent and not in conflict with the surrounding neighborhood character and neighborhood design.~~
- ~~(d) A detailed description of how the proposed development meets the purpose and goals of this chapter and complies with all the criteria and project parameters for an innovative housing project.~~
- ~~(e) A detailed description of the proposed unit type, including proposed square footage, unit mix, and number of bedrooms per unit.~~
- ~~(f) General information about the site including the number of dwelling units allowed by the zone and the number of proposed dwelling units, open space allowed and proposed, impervious surface allowed and proposed, and building height allowed and proposed.~~
- ~~(g) Photographs of the site and adjacent properties keyed to the site plan.~~
- ~~(h) Additional information as required by the application forms provided by the City or deemed necessary by City staff to consider the application.~~

- (a) Preliminary Development Plan. A preliminary development plan indicating property lines, proposed setbacks, proposed structures, parking, roads, infrastructure and open space / landscape areas, and other items identified in LSMC 14.16C.105 Site Plan Review.
- (b) A detailed description of how the proposed development is consistent and not in conflict with the surrounding neighborhood character and neighborhood design.
- (c) A detailed description of how the proposed development meets the purpose and goals of this chapter and complies with all the criteria and project parameters for an innovative housing project.
- (d) A detailed description of how the proposed development is applying development bonuses including but not limited to parking reductions, lot width reductions, and lot size reductions.
- (e) Additional information as required by the application forms provided by the City or deemed necessary by City staff to consider the application.

5. **14.46.025 Sewer Utility Requirements**

Innovative housing developments are required to be developed on sewers where public utilities including public water and sanitary sewer are available or can be extended to. No septic systems shall be allowed.

6. **14.46.035 Modifications to the Provisions in this Chapter**

- (a) An applicant may request modifications to the provisions of this chapter or other provisions of this title related specifically to this chapter, to the extent that such modifications are consistent with the purpose, intent and requirements of this chapter.
- (b) The applicant must describe each requested modification and document in writing how the modifications are consistent with the purpose, intent and requirements of this chapter.
- (c) Director or Hearing Examiner may approve modifications after: documented in writing that the modifications are consistent with the purpose and requirements of this chapter and do not threaten the public health, safety, or welfare depending on the underlying permit type.

~~(1) Considering the design review staff report and findings of fact; and~~

~~(2) Documenting in writing that the modifications are consistent with the purpose and requirements of this chapter and do not threaten the public health, safety, or welfare.~~

- (d) Minor changes to a site plan or design elements approved under this chapter may be approved by the Director. Changes that increase the intensity of development, e.g., trips generated or number of residential units; alter the character of the development or balance of mixed uses; increase the floor area in one building by more than 10 percent; change access points; move buildings around on the site; reduce the acreage of common open area or buffering areas; or diminish the effectiveness of perimeter buffers, are major and shall be subject to the requirements of this chapter. Major modifications may be approved by the original decision body and ~~may be~~ shall be subject to design review approval.

SECTION 4. Chapter 14.46 LSMC Part II is hereby amended to read as follows (additions shown by underline, deletions shown by strikethrough) (all other sections of Part II remain unchanged):

1. 14.46.100 Purpose and intent.

- (a) These regulations set forth the required standards for cottage housing developments as permissible uses in ~~various~~ the following zoning districts ~~as specified in Section 14.44.035~~: R6, R8-12 and MFR.
- (b) Cottage housing allows for a higher density development than is normally allowed. This is made possible by smaller home sizes, clustered home sites, and parking and design standards.
- (a) The intent of the cottage housing development regulations is to:
 - (1) Support the growth management goal of more efficient use of urban residential land;
 - (2) Support development of diverse housing in accordance with the Comprehensive Plan;
 - (3) Increase the variety of housing types available for smaller households;
 - (4) Provide opportunities for small, detached dwelling units within existing neighborhoods; and
 - (5) Provide opportunities for creative, diverse and high-quality development that is compatible with existing neighborhoods.

1. 14.46.115 Community Assets.

- (a) Common Open Area. The minimum common open area requirements set forth in this section are intended to provide a sense of openness, visual relief, and community in cottage housing developments. Common open areas shall provide a centrally located, focal area for the cottage housing development.
 - (1) At least 400 square feet of common open area per cottage is required for each cluster.
 - (2) Required common open area may be divided into no more than two separate areas per cluster.
 - (3) To be considered as part of the minimum open space requirement, an area of common open area must have a minimum dimension of 35 feet on all sides.
 - ~~(4) The total common open area shall be at least 3,000 square feet, regardless of the number of units in the cluster.~~
 - ~~(5)~~ At least two sides of the common open area shall have cottages along the perimeter.
 - ~~(6)~~ Parking areas, yard setbacks, private open space, and driveways do not qualify as common open area. Community buildings can be counted towards the common open area calculations.
- (b) Community Buildings.
 - (1) Community buildings are permitted in cottage housing developments.

- (2) Community buildings shall be clearly incidental in use and size to dwelling units.
- (3) Building height for community buildings shall be no more than two stories with a maximum height of ~~18~~ 25 feet, including ground level structured parking.
- (4) Maximum size of community buildings shall be 2,000 square feet.
- (5) Design shall be similar to and compatible with the design of the cottages.
- ~~(6) Community buildings may be constructed on top of parking structures to a maximum of 23 feet.~~
- (c) Other shared facilities could include tool sheds, gazebos, workshops, or similar common elements.

SECTION 5. Chapter 14.46 LSMC is hereby amended to include the new Part III Infill Development as follows:

Part III. Infill Development

1. 14.46.200 Purpose and Intent

The purpose of this section is to encourage the efficient development of underutilized residential parcels in areas that are primarily built out, where infill residential development should be encouraged. This section identifies conditions under which infill development is supported and relaxes certain development requirements to promote the efficient construction of infill development in appropriate areas of the city.

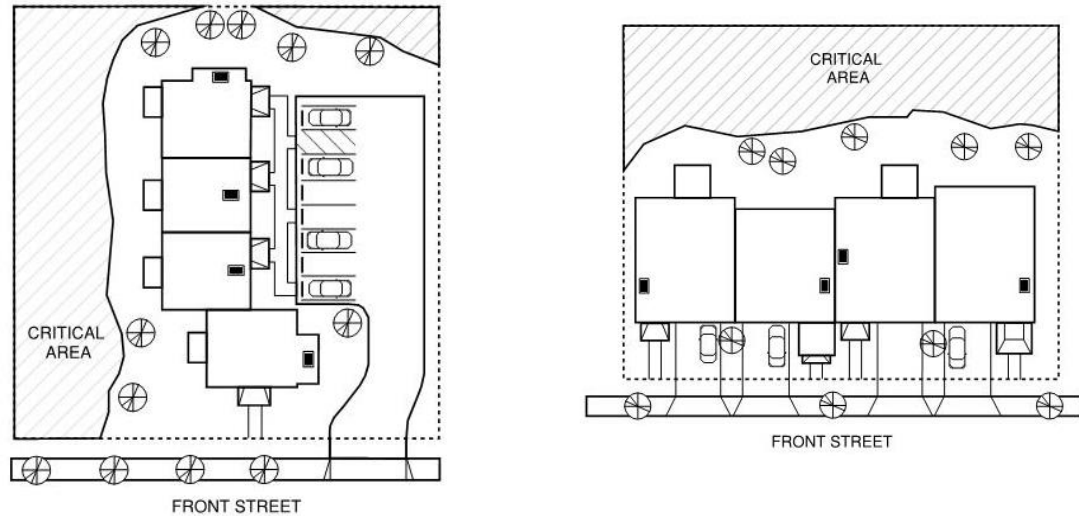
2. 14.46.210 Applicability

- (a) *Eligibility Criteria.* This chapter may be applied to development or redevelopment that meets all the following criteria:
 - (1) The lot is within one of the following zoning districts: R4, R6 and R8-12;
 - (2) Adjacent properties abutting at least 50 percent of the non-street perimeter of the subject property:
 - (i) Are developed with single-family dwellings or higher intensity uses; or
 - (ii) Are encumbered by critical areas and associated buffers near the boundary; or
 - (iii) Are utility easements, such as the Everett Waterline or PUD power easement, that create a substantial break in development and/or redevelopment potential.
 - (3) The subject property is at least 125 percent of the minimum lot size for the underlying zoning district up to a maximum of one acre, not including those lands encumbered by critical areas, their associated buffers, proposed dedications to the City and existing utility easements that will remain; and
 - (i) If the infill development is made up of multiple parcels the maximum size shall be taken from the combined area of the parcels.
 - (4) The development or redevelopment creates a minimum of one new lot or dwelling unit.

3. 14.46.230 Infill Residential Standards

- (a) All other provisions of this title that would apply to a non-infill project shall apply to infill development except as specifically modified by this chapter.

- (b) *Infill Land Division Standards - Reduction in Dimensional Requirements for Infill Residential Development.* Notwithstanding the dimensional development standard requirements found in the underlying residential zones of Chapter 14.48 LSMC, property that is eligible for infill residential development pursuant to LSMC 14.46.210 shall be eligible for subdivision of land as follows:
 - (1) Minimum Lot Area. Minimum lot area may be reduced by 20 percent, of the minimum areas required in Chapter 14.48 LSMC for the underlying zone.
 - (2) Minimum Lot Width. Minimum lot width may be reduced by 20 percent of the required minimum lot width of the underlying zone with no lots being narrower than 40 feet.
 - (3) Developments that provide detached housing units 1,600 square feet or smaller shall be granted a 20 percent adjusted gross density bonus to the underlying zoning district.
- (c) *Infill Development Standards.* Properties eligible for infill residential development pursuant to LSMC 14.46.210 may apply these additional development standards, provided all required utility infrastructure, access requirements, and street elements can be accommodated in accordance with the city design and construction standards.
 - (1) If the proposed project conforms to the average existing building lines or setbacks of adjoining structures, reduced front setbacks will be permitted. In no case, shall front setbacks be reduced for a garage or carport.
 - (2) Side setbacks for single-family units may be 5 feet per side.
 - (3) Impervious Surface. Maximum impervious surfaces can be increased by five percent over that allowed in the underlying zone.
 - (4) Parking. Attached dwelling units, with shared parking lots, located within a half mile of a transit center with one or less bedrooms will qualify for a reduced parking standard of 1.5 spaces required per unit.
 - (5) Attached dwelling units of up to four (4) units shall be allowed in single-family zones as infill development subject to the following lot size standards:
 - (i) Duplex lots shall be 125% of the minimum lot size of the underlying zone.
 - (ii) Triplex lots shall be 150% of the minimum lot size of the underlying zone.
 - (iii) Fourplex lots shall be 175% of the minimum lot size of the underlying zone.
 - (iv) Up to four units may be provided in a garden / courtyard apartment with a minimum of two units per structure on a single lot.



- (d) *Infill Design Standards.* Property that is eligible for infill residential development pursuant to LSMC 14.46.210 shall adhere to the following design requirements. While creativity and variation in architectural design is encouraged, the purpose of these requirements is to ensure compatibility of infill development with the character of nearby existing residential structures.
- (1) Building orientation on infill lots shall match the predominant orientation of other buildings along the street frontage to match the neighborhood character. Multiplexes may have one unit face the street to meet this design standard.
 - (2) Parking. Infill developments shall comply with all parking standards pursuant to Chapter 14.72 LSMC except as specifically modified by this chapter.
 - (i) Parking may be consolidated for infill projects. Parking lots can be attached to individual lots, in common easements or set aside in a separate tract.
 - (ii) For single-family and townhome projects, the access and off-street parking shall be like the predominant character for existing development along the street frontage; however, a central parking lot at the rear or side of the development would be allowed.
 - (iii) For stacked apartment style projects, the primary vehicular access and off-street parking is preferred to be located to the rear or side of the proposed structures.
 - (iv) For garden / courtyard style apartments the parking must be on the side or rear of the development.
 - (3) Landscaping shall be provided along the perimeter of the development and parking lots to soften the transition between new and existing dwelling units when the new dwellings are different than the adjacent existing land use.
 - (i) Attached dwelling-units, including townhomes, stacked apartment and garden/courtyards shall provide a Type B screen as described in 14.76.040 LSMC.
 - (ii) Detached single-family infill projects are exempt from buffer landscaping adjacent to other single-family zoning districts.

- (4) Integration with Natural Amenities. Natural amenities (views, mature trees, creeks, rock outcrops, and other similar features) should be preserved and integrated with the development to the maximum extent feasible. Clustering of lots/units and adjusting roadway configuration to integrate these features is encouraged to achieve these goals. Access and visibility to these natural amenities is encouraged.
- (5) Horizontal building facades longer than 25 feet, or the width of individual attached units, shall be treated to reduce building mass and visual bulk using elements described in the Lake Stevens Design Guidelines for blank wall treatments.
- (6) Attached dwelling units shall be design reviewed using the Multifamily Chapter of the Lake Stevens Design Guidelines.
- (7) Additional requirements for Garden / Courtyard Apartments:

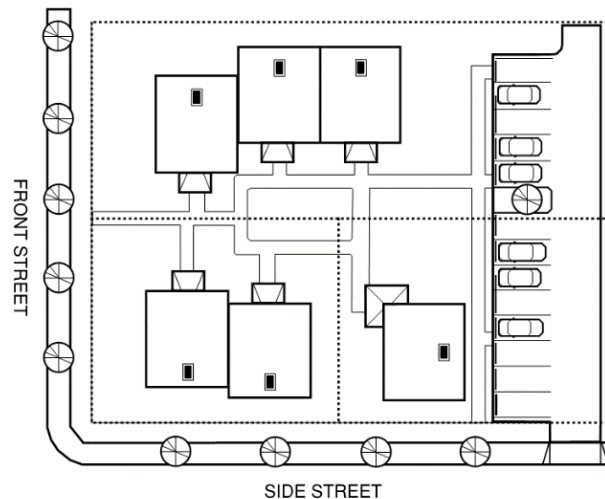


Figure 14.46-I: Multiple lots combined to create a garden courtyard project that includes a detached single family, duplex and triplex with consolidated parking in the rear of the development.

- (i) Each dwelling unit must have a separate, ground-related entrance with entrances facing the shared open space.
- (ii) Garden / courtyard projects shall provide architectural details on facades that face the courtyard and the public right of way.
- (iii) Garden / courtyard entries shall be well defined using landscaping, ornamental fencing, or architectural features.
- (iv) Every unit shall have a covered entry from the courtyard.
- (v) The internal garden / courtyard space of the development shall be defined through architectural features, buildings, or landscape, and include community amenities.
- (vi) A walkway from each dwelling unit shall be provided that connects the dwelling unit to the street through the courtyard. Connections through the parking area of the development do not count towards this requirement.
- (vii) Parking accessed from a street or lane shall be limited to one driveway with a maximum width as defined by the currently adopted EDDS.
- (viii) Garbage/recycling areas shall be consolidated and screened from public view.

SECTION 6. 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 7. 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 28th Day of April 2020.

Brett Gailey, Mayor

ATTEST/AUTHENTICATION:

By: _____
Kathy Pugh, City Clerk

APPROVED AS TO FORM:

Greg Rubstello, City Attorney

First Reading: April 28, 2020

Second Reading: _____

Published: _____

Effective Date: _____

ATTACHMENT B



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 – Infill Housing**

Dear Council Members:

The Lake Stevens Planning Commission held several briefings to consider a code amendment to update and add infill housing regulations to the City's innovation housing 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 infill housing 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 one comment from a representative from Master Builders Association supporting the tools created by the amendment for infill lot developments. There was overall support of the amendments from the public in attendance. The Planning Commission discussed the application of the code throughout the city, maintaining a Lake Stevens' identity while supporting growth, and supporting a diverse housing stock within the city.

FINDINGS AND CONCLUSIONS:

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)

- The city requested expedited review from the Department of Commerce on December 19, 2019.
- Staff will file the final ordinance with the Department of Commerce within 10 days of City Council action.

Conclusions – The proposed code amendment has met local and state SEPA 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 per Chapter 14.16B LSMC.
- No written comments have been received.

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

PLANNING COMMISSION RECOMMENDATION

Infill Housing Code Amendment: Commissioner Hoult made a motion to approve the recommendation to Council including a description of commissioner and public comments. Commissioner Cronin seconded the motion. Motion passed 5-0-0-0.

Respectfully submitted,

Lake Stevens Planning Commission



LAKE STEVENS CITY COUNCIL
STAFF REPORT

Council Agenda Date: 28th April 2020

Subject: 18004 – South Lake Stevens Road Multi-Use Path – Grind and Overlay Change Order

Contact	Budget	\$330,000
Person/Department: <u>Eric Durpos and Aaron Halverson</u>	Impact:	<u>Incl. Contingency</u>

RECOMMENDATION(S)/ACTION REQUESTED OF COUNCIL: Authorize the Mayor to execute a Change Order with Strider Construction of Bellingham, WA in the amount of \$330,000 for a grind and overlay of S. Lake Stevens Road from 20th St. SE to 116th St. SE.

SUMMARY/BACKGROUND: South Lake Stevens Road has been impacted by several construction projects including extensive sanitary sewer work by the Lake Stevens Sewer District, Pellerin Plat (MainVue Homes) and the City's Multi-Use Path Project. Each of these projects budgeted for half-lane overlays or patches that are now not reasonable given the extensive asphalt cuts and age of the road. The roadway needs a full two-inch grind, overlay and striping to ensure its longevity and to provide a good roadway for the City.

In March the City requested Strider Construction provide a cost estimate for a full grind and overlay. With the low cost of oil and economic issues Strider provided a change order proposal with unit prices of \$3.85/SY for mill and \$107.70/ton for asphalt. This cost is much lower than the original bid unit prices giving the City more per dollar. It is in the best interest of the City, the Lake Stevens Sewer District and MainVue Homes to complete this work under one contract through the City with this change order.

The City will be the contract holder to complete the grind and overlay. MainVue homes has committed to contributing \$35,000 to the overlay and the Lake Stevens Sewer District has committed \$105,000. These funds will be deposited with the City to partially fund this change order.

APPLICABLE CITY POLICIES:

BUDGET IMPACT: The City will allocate a portion of its annual overlay to fund this change order. A contribution of \$105,000 is anticipated from the Lake Stevens Sewer District and \$35,000 from MainVue Homes. The total cost to the City will be less than \$190,000. More than \$80,000 is already included in the S. Lake Stevens Path Budget. Estimated impact to the overlay budget is \$110,000.

ATTACHMENTS:

- Attachment A: Change Order Proposal – Strider Construction



CONTRACT CHANGE PROPOSAL

Attn: Aaron Halverson

Date: March 6, 2020 Change Proposal No: 7

Project: South Lake Stevens Multi-Use Path

To City of Lake Stevens

Strider Construction is furnishing this proposal for performing the changes outlined and/or detailed on the attachments titled COP 07 – Full Road Milling and Overlay

To City of Lake Stevens:

City is requesting a cost change proposal for a full road milling (two inches) and a (2") two-inch overlay along South Lake Stevens Road and Machias Cutoff between 20th Street (Burger King Entrance) to 116th Ave. Mill and overlay will commence once all work has been performed in the road from both the Lake Stevens Multi-Use path project and the South Lake Stevens Regional Lift Station and Force main Improvements project. Prices below includes hand work chipping asphalt around existing manhole, water, gas, storm grates/covers in the road where the milling machine will not be able to get; Disposal of millings; final sweeping before asphalt overlay is placed.

Unit Price (2" Milling)	= \$ 3.85 / SY	(Approx. Quantity 15,500 SY)
Unit Price (Asphalt Overlay)	= \$ 107.70 / TN	(Approx. Quantity 2,100 TN)

Net Contract INCREASE or (DECREASE) =

All provisions of the contract remain in full force and effect. We request the completion date be extended 10 work days because of this work.

Strider Construction By Cole Potter Date March 6, 2020



LAKE STEVENS CITY COUNCIL
STAFF REPORT

Council Agenda

Date: April 28, 2020

Subject: Interlocal Agreement with Lake Stevens Sewer District for Decant Services

Contact

Person/Department: Eric Durpos and Aaron Halverson **Budget Impact:**

RECOMMENDATION(S)/ACTION REQUESTED OF COUNCIL: Authorize the Mayor to enter into an Interlocal Agreement with Lake Stevens Sewer District for Capital Construction of a City Decant Facility That Will Allow Utilization of the Facility for the Treatment and Disposal of Stormwater Liquids and Solids from the District.

SUMMARY/BACKGROUND: Council previously authorized the purchase of property on Hartford Road for construction of a decant facility for the pretreatment of stormwater liquids and solids that are collected via City maintenance activities. Lake Stevens Sewer District is also in need of a locally sited decant facility. The City and Sewer District have determined that it is in their best interest to partner on the construction and use of the decant facility, and the interlocal agreement provides the terms for this partnership.

The interlocal agreement provides the Sewer District and City will share equally in the cost of constructing the facility, including the costs of land purchase and facility design. Additionally, the ILA provides the Sewer District and City will jointly review construction bids and proceed with a bid award and identifies how the construction process will be jointly managed. Other terms included in the ILA are definitions as to how the two parties will jointly use the facility, equal sharing of utility costs, a requirement to follow Operating Procedures outlined in the Lake Stevens Public Works Decant Facility Standard Operations and Procedures Manual. The term of this ILA runs from the date of full execution of the ILA until the acquisition of the Sewer District's system of sewerage by the City.

The Lake Stevens Sewer District Board of Commissioners approved the Interlocal Agreement at their April 23, 2020 meeting.

APPLICABLE CITY POLICIES:

BUDGET IMPACT: By sharing costs of property acquisition, construction and maintenance with the Lake Stevens Sewer District the City will conserve local funds for other projects while providing the same level of service.

ATTACHMENTS: Interlocal Agreement

INTERLOCAL AGREEMENT
BETWEEN
CITY OF LAKE STEVENS AND THE LAKE STEVENS SEWER DISTRICT
FOR
DECANT SERVICES

THIS INTERLOCAL AGREEMENT (this "Agreement"), entered into under the authority of the Interlocal Cooperation Act, Chapter 39.34 RCW, between City of Lake Stevens, Washington, a municipal corporation and non-charter code city under the laws of the State of Washington, (the "City") and the Lake Stevens Sewer District, a sewer district operating under Title 57 RCW (the "District"), by which the District will contribute to the capital construction of a City facility as more specifically defined in Section 4 below (hereinafter the "City Decant Facility" or the "Facility") and by which the City will allow utilization of the City Decant Facility for the treatment and disposal of stormwater liquids and solids from the District.

WHEREAS, pursuant to Chapter 39.34 RCW (Interlocal Cooperation Act), one or more public entities may contract with one another to perform government services which each is hereby law authorized to perform; and

WHEREAS, the City has purchased industrial property for the purpose of the construction and operation of the City Decant Facility; and

WHEREAS, the District is in need of a local decant facility for the pretreatment and disposal of sanitary sewer liquids and solids it collects and desires to purchase capacity in the City Decant Facility by making a capital contribution to the City for site improvements, construction, utilities, and construction management;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the parties, the City and District agree as follows:

SECTION 1. PURPOSE. The purpose of this Agreement is to provide for a financial contribution by the District to the City for the construction of the City Decant Facility which will allow for utilization of the City Decant Facility for treatment and disposal of sanitary sewer solids and liquids by the District.

SECTION 2. TERM. The term of this Agreement shall run from the date of complete execution of this Agreement until the acquisition of the District's system of sewerage by the City.

SECTION 3. TERMINATION. This Agreement shall terminate at the end of its term specified in Section 2 or by mutual written agreement of the parties.

SECTION 4. DEFINITION OF CITY DECANT FACILITY AND PARTICIPANTS.
The City Decant Facility, to be located at the Lake Stevens, Washington location described in Exhibit A hereto, is designed and will be built to store, treat, and dispose stormwater waste (liquids and solids) removed from stormwater and drainage systems and sanitary sewer liquids and solids. A ninety percent (90%) design is reflected in Exhibit B attached hereto. All costs related to the construction of the facility, including the costs of land purchase and facility design, will be equally borne by the City and the District. Estimated costs are set forth in Exhibit C attached hereto. The District's estimated contribution in the total amount of \$1,490,723.00 shall be paid to the City as follows: The City shall bill the District for fifty percent (50%) of the costs incurred to date upon award of a construction bid (see below) and the additional actual costs estimated as they are incurred by the City. The District shall submit payment to the City within thirty (30) days of receipt of each billing. Interest at one percent (1%) per month shall accrue on any delinquent payments

after the due date.

When bids for construction are received by the City, they shall be reviewed with the District. Both Parties shall agree to proceed with a bid award prior to a bid award by the City. If no agreement to proceed with the bid award is timely made by the Parties, this Agreement and all obligations of the Parties herein, shall terminate. If during construction, the City and/or the District wish to deviate from the approved construction plan through additions and/or subtractions; both the City Administrator or designee, and the District's General Manager or designee, must approve any such change.

In the event additional parties contract to use the City Decant Facility, those parties would be assessed a charge to recover original construction costs of the Facility. Said contribution, upon agreement of the City and District would be placed in reserve for future City Decant Facility expansion or be used to reduce the operating and maintenance costs of the City and the District. Additionally, costs of future expansion will be proportionately (by usage) shared by all parties using the Facility.

Exhibits A, B and C are incorporated by reference herein as if specifically set forth.

SECTION 5. SCOPE OF SERVICES. The District shall be authorized to utilize the City Decant Facility to bring sanitary sewer solids and liquids collected inside the District boundaries for pretreatment and disposal. Two of the four material storage bays at the Facility shall be designated for exclusive use by the District. The District shall be fully responsible for the use and maintenance of the two designated bays at the cost and expense of the District. The District shall provide all necessary labor and materials with respect to their use and maintenance of the City Decant Facility. Neither the City nor the District shall deny the other party access to the Facility

for any reason. The facility must be accessible 24 hours a day and 7 days a week.

SECTION 6. UTILITY COSTS. The District and the City shall equally share the utility costs for the operation of the Decant Facility. The City Finance Department will send billings to the District's Finance Office, for payment and will simultaneously send an informational copy of the billing to the contract manager for the District. Payment by the District shall be due within thirty days after issuance of the bill. Payments that are not paid within the allotted time periods shall be considered delinquent. Delinquent charges shall accrue interest on the unpaid balance, from the date of delinquency until paid, at an interest rate of one percent (1%) per month.

SECTION 7. COMPLIANCE TO OPERATING PROCEDURES. The District will be required to follow the terms and conditions outlined in the Lake Stevens Public Works Decant Facility Standard Operations and Procedures Manual, prepared for the Facility and reviewed and approved by the District General Manager or designee. Such approval shall not be unreasonably withheld (as updated from time to time). The Facility will be required to meet the District's sanitary sewer discharge quality standards.

SECTION 8. ADMINISTRATION/COMMUNICATIONS. Contract managers designated by the Mayor and District Manager shall administer this Agreement. Contract managers shall monitor service level and budget provisions of this Agreement. Each month, the District and City contract managers shall review service levels, service delivery, and costs. The contract managers shall, during the interim, communicate via telephone or e-mail to relay information, answer questions, or raise concerns.

SECTION 9. DISPUTE RESOLUTION. In the event of a dispute between the City and District regarding the delivery of services under this Agreement which cannot be resolved by their respective designated contract managers, the Lake Stevens City Administrator and the District Manager or their designated representatives shall review such dispute and options for resolution. Any dispute not resolved by the representatives shall be referred to the Lake Stevens Mayor and District Commission President.

Any dispute, controversy or claim arising out of or relating to this Agreement or the alleged breach of such Agreement that cannot be resolved by the Mayor and the District Commission President shall be submitted to mediation, prior to either party initiating a lawsuit unless the underlying dispute requires immediate judicial intervention. The “Mediator” shall be mutually agreed upon by both parties and the cost for mediation shall be borne equally by both parties. If the dispute is not resolved through mediation, the dispute shall be subject to independent judicial review.

SECTION 10. HOLD HARMLESS/INDEMNIFICATION.

a. **CITY RESPONSIBILITY.** The City agrees to indemnify, defend, save, and hold harmless the District, its officials, employees and agents from any and all liability, demands, claims, causes of action, suits or judgments, including costs, attorney fees and expenses incurred in connection therewith, or of whatsoever kind or nature, arising out of, or in connection with, or incident to, the acts or omissions by the City pursuant to this Agreement.

In the event that any suit based on such a claim, demand, loss, damage, cost, or cause of action is brought against the City, the District retains the right to participate in said suit if any principal of public law is involved.

This indemnity and hold harmless shall include any claim made against the District by an employee of the City or subcontractor or agent of the City, even if the City is thus otherwise immune from liability pursuant to the workers' compensation statute. Title 51 RCW.

b. **DISTRICT RESPONSIBILITY.** The District agrees to indemnify, defend, save, and hold harmless the City, its officials, employees and agents from any and all liability, demands, claims, causes of action, suits or judgments, including costs, attorney fees and expenses incurred in connection therewith, or of whatsoever kind or nature, arising out of, or in connection with, or incident to, the actions or omissions of the District regarding this Agreement. In the event that any suit based on such a claim, demand, loss, damage, cost, or cause of action is brought against the District, the City retains the right to participate in said suit if any principal of public law is involved.

This indemnity and hold harmless shall include any claim made against the City by an employee of the District or subcontractor or agent of the District, even if the District is thus otherwise immune from liability pursuant to the workers' compensation statute. Title 51 RCW.

c. **ATTORNEYS' FEES AND COSTS.** All parties shall bear their own costs of enforcing the rights and responsibilities under this Agreement.

SECTION 11. ASSIGNMENT/SUBCONTRACTING. Neither party shall transfer or assign, in whole or in part, any or all of its respective rights or obligations under this Agreement without the prior written consent of the other. The City shall not subcontract for the provision of any services it is to provide the District under this Agreement without the prior written consent of the District.

SECTION 12. NO THIRD-PARTY BENEFICIARY. The City does not intend by this Agreement to assume any contractual obligations to anyone other than the District. The District

does not intend by this Agreement to assume any contractual obligations to anyone other than the City. The City and District do not intend that there be any third-party beneficiary to this Agreement.

SECTION 13. NOTICE. Any notices to be given under this Agreement shall at minimum be delivered, postage prepaid and addressed as follows:

To the City:

CITY OF LAKE STEVENS
PO Box 257
Lake Stevens, WA 98258
Attention: City Administrator

To the Lake Stevens Sewer District:

LAKE STEVENS SEWER DISTRICT
1106 Vernon Rd, Suite A
Lake Stevens WA 98258
Attention: General Manager

The name and address to which notices shall be directed may be changed by either the County or City giving the other written notice of such change as provided in this section.

SECTION 14. WAIVER. No waiver by either party of any term or condition of this Agreement incorporated in this Agreement shall be deemed or construed to constitute a waiver of any other term or condition or of any subsequent breach, whether of the same or different provision.

SECTION 15. INTERLOCAL COOPERATION ACT COMPLIANCE. This is an Agreement entered into pursuant to Chapter 39.34 RCW. Its duration is as specified in Section 2 (Term). Its method of termination is set forth in Section 3. Its manner of financing and of establishing and maintaining a budget therefore is described in Section 6 (Cost of Service) and

Section 7 (Billing Method and Process). No property shall be acquired pursuant to this Agreement which will need to be disposed of upon partial or complete termination of this Agreement.

SECTION 16. ENTIRE AGREEMENT. This Agreement contains all agreements of the parties with respect to the subject matter covered or mentioned therein, and no prior Agreements shall be effective to the contrary.

SECTION 17. AMENDMENT. The provisions of this Agreement may be amended with the mutual consent of the parties. No additions to, or alterations of, the terms of this Agreement shall be valid unless made in writing and formally approved and executed by the duly-authorized agents of both parties.

SECTION 18. DOCUMENT EXECUTION AND FILING. The City and District agree that there shall be two (2) signed originals of this Agreement procured and distributed for signature by the necessary officials of the City and District. Upon execution, the executed originals of this Agreement shall be returned to the City Clerk, and the District who shall be responsible for listing by subject the Agreement on the respective entity's website or other electronically retrievable source. Upon complete execution each such signed original shall constitute an agreement binding upon both the City and the District.

SECTION 19. RATIFICATION. Acts taken in conformity with this Agreement prior to its execution are hereby ratified and affirmed.

SECTION 20. SEVERABILITY. If any section or part of this Agreement is held by a court to be invalid, such action shall not affect the validity of any other part of this Agreement.

IN WITNESS WHEREOF, the City and District have caused this Agreement to be executed in their respective names by their duly authorized officers and have caused this

Agreement to be dated:

This _____ day of _____, 2020.

FOR LAKE STEVENS, WASHINGTON,
a political subdivision of the State of Washington

By: _____
Brett Gailey, Mayor

Approved as to form

By: _____
Greg Rubstello, City Attorney

FOR LAKE STEVENS SEWER DISTRICT

By: _____
Commissioner

By: _____
Commissioner

By: _____
Commissioner

Approved as to form:

By: _____
District Attorney



LAKE STEVENS CITY COUNCIL
STAFF REPORT

Council Agenda Date: April 28, 2020

Subject: Addition of new allowed type of WATV

Contact

Person/Department: John Dyer, Chief of Police

Budget

Impact: N/A

RECOMMENDATION(S)/ACTION REQUESTED OF COUNCIL:

Include the addition of quad type WATV's into the WATV ordinance and allow them to be driven on City streets.

SUMMARY/BACKGROUND:

In November of 2018, the City Council approved the use of Wheeled All-Terrain Vehicles (WATV) on the city streets of Lake Stevens, with some restrictions and requirements. The type of WATV that was allowed was the type shown here, which resembles a car in that it has side by side seats, a steering wheel, and brake and gas pedals.

In early 2020, the City Council received a letter from a citizen, asking that a second type of WATV be added to the list of approved WATV's allowed on city streets. This type of WATV is recognizable as having a saddle type seat with passengers sitting behind the driver, handlebars versus a steering wheel, and handlebar twist activated gas. These are commonly referred to as "quads."

This was brought to Council on April 7th, 2020, with staff recommendation to not allow the addition of these WATV's, for the following reasons:

- Quads are not designed for street use. Socially, these vehicles are made for sports use in rural areas. They are small, very quick vehicles meant to be used as trail vehicles or in rural areas. They are not designed for street use.
- They are often compared to motorcycles:
 - Unlike motorcycles, they do not "lean" into turns. They have an inherent flaw in their design, resulting in a lack of lateral stability, making them prone to tipping.
 - Motorcycle riders are required to have an endorsement and go through special training to ride them on the highways.
- They do not have seat belts, which makes them less safe. (We do not support the "I might get trapped in my seatbelt" argument.)



- They are approved in more rural areas to help facilitate getting from trail to trail. Lake Stevens is an urban area with no national or state ATV trail system.
- They are typically noisier than other types of ATV.

Staff further reached out to Officer Greg Erwin of the DNR police, who has extensive experience in working with WATV's. While all of his observations are not applicable to our situation, he indicates that he spends a great deal of time trying to get these riders to comply with rules. His observations are:

Newer side by sides and ATV's are issued street license (may or may not be street legal)
Older versions tend to not meet street legal requirements but are still being used on the roads.

Depending on the ORV they may or may not be riding with helmets or eye protection.

Underage riders that could operate off road are seen riding on roads.

A lot of operators do not know the road requirements of operation on roads 35 mph or less. (FYI – the county published map is showing roads allowed to use, but some are 40 mph zones)

Behaviors – I don't care what people say on how they aren't the problem. If you drive a hot rod it has inherit behaviors. Just like target shooters pick up all the brass and debris... The same is true to ORV operators. (Little sarcasm.)

No training is required to operate an ORV.

Typical collisions I see –

-Inexperienced operators.

-Experienced users with new ORV's with more horsepower.

-A large portion of serious/fatal collisions have occurred at the end of a day of riding.

Typically riding takes more mental awareness to operate than driving a car. They tend to become exhausted and tired where they tend to drive faster as they near the end of the ride.

The ORV's are not designed for crash impacts like today's modern vehicles.

Crash data is minimal, due to most people transport themselves or aid responds with no law enforcement

Officer Greg Erwin #DNR11

WA Department of Natural Resources (DNR) Police

Staff was instructed at the April 7th meeting to bring an ordinance change back to council for a vote. The change in the ordinance (attached) is that it changes the definition of the type of WATV is allowed on city streets.

CITY OF LAKE STEVENS
LAKE STEVENS, WASHINGTON

ORDINANCE NO. 1085

**AN ORDINANCE OF THE CITY OF LAKE STEVENS, WASHINGTON,
AMENDING TITLE 7 LSMC CHAPTER 7.30 WHEELED ALL-TERRAIN
VEHICLES (WATVS) SECTION 7.30.010 DEFINITIONS; PROVIDING FOR
SEVERABILITY, AN EFFECTIVE DATE AND SUMMARY PUBLICATION BY
ORDINANCE TITLE ONLY.**

WHEREAS, Chapter 46.09 RCW authorizes cities to approve the operation of wheeled all-terrain vehicles (WATVs) upon local public roadways; and

WHEREAS, the City Council adopted Ordinance 1045, creating a new LSMC Chapter 7.30 Wheeled All Terrain Vehicles (WATVS) with an effective date of December 19, 2018; and

WHEREAS, the City Council received a citizen request to amend the definitions of LSMC 7.30 to include smaller WATVs, commonly known as quads, and having a saddle type seat with passengers sitting behind the driver, handlebars rather than a steering wheel and handlebar twist activated gas; and

WHEREAS, the City Council has considered public input and recommendations from city staff including the Police Department,

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

Section 1. Section 7.30.010 “Definitions” of LSMC Chapter 7.30 Wheeled All-Terrain Vehicles (WATVS), is hereby amended as follows (additions shown by underline, deletions shown by strikethrough):

**Chapter 7.30
WHEELED ALL-TERRAIN VEHICLES (WATVS)**

7.30.010 Definitions.

Unless otherwise specifically provided for herein, the definitions set forth in Chapter 46.09 RCW, as existing or hereafter amended, shall govern this chapter. In addition, when used in this chapter, the following words, terms, and phrases shall have the following meanings:

- (a) “City” means the City of Lake Stevens, Washington, including its elected officials, employees, and agents.
- (b) “City street” means every way, lane, road, street, boulevard, and every way or place in the city open as a matter of right to public vehicular traffic inside the city limits.
- (c) “Motorcycle helmet” has the same meaning as provided in RCW 46.37.530.

- (d) "Rules of the road" means all the rules that apply to vehicle or pedestrian traffic as set forth in state and/or local statutes, rules or regulations.
- (e) "Sidewalk" means that property between the curb lines or the lateral lines of a city street and the adjacent property, set aside and intended for the use of pedestrians or such portion of private property parallel and in proximity to a city street and dedicated to use by pedestrians.
- (f) ~~Wheeled all-terrain vehicle" or "WATV" means (1) a utility-type vehicle designed for and capable of travel over designated roads that travels on four or more low pressure tires of 20 psi or less, has a maximum width less than 74 inches, has a maximum weight less than 2,000 pounds, has a wheelbase of 110 inches or less, and satisfies at least one of the following: (i) has a minimum width of 50 inches, (ii) has a minimum weight of at least 900 pounds, or (iii) has a wheelbase of over 61 inches, and (2) has a steering wheel for steering control, and (3) has nonstraddle seating, with the operator and passenger sitting side by side in the vehicle, manufactured primarily for recreational nonhighway all terrain use, as further defined by the State Model Traffic Ordinance. (Ord. 1045, Sec. 1, 2018)~~ Wheeled all-terrain vehicle" or "WATV" means (1) any motorized non-highway vehicle with handlebars that is fifty inches or less in width, has a seat height of at least twenty inches, weighs less than one thousand five hundred pounds, and has four tires having a diameter of thirty inches or less, or (2) a utility-type vehicle designed for and capable of travel over designated roads that travels on four or more low-pressure tires of twenty psi or less, has a maximum width less than seventy-four inches, has a maximum weight less than two thousand pounds, has a wheelbase of one hundred ten inches or less, and satisfies at least one of the following: (a) has a minimum width of fifty inches; (b) has a minimum weight of at least nine hundred pounds; or (c) has a wheelbase of over sixty-one inches.

Section 2. Severability. If any section, sentence, clause or phrase of this ordinance should be held to be invalid or unconstitutional by a court of competent jurisdiction, such invalidity or unconstitutionality shall not affect the validity or constitutionality of any other section, sentence, clause or phrase of this ordinance.

Section 3. Effective Date and Summary Publication. This ordinance shall take effect and be in full force and effect five days after its summary publication by ordinance title only, in the City's official newspaper.

PASSED by the City Council of the City of Lake Stevens this ____ day of April 2020.

Brett Gailey, Mayor

ATTEST:

Kathy Pugh, City Clerk

APPROVED AS TO FORM:

First and Final Reading: April 28, 2020

Date of Publication: _____

Effective Date: _____

Greg Rubstello, City Attorney



LAKE STEVENS CITY COUNCIL
STAFF REPORT

Council Agenda Date: April 28, 2020

Subject: Annexation Update

Contact	Russ Wright	Budget	Per FCS report
Person/Department:	Community Development Director	Impact:	

RECOMMENDATION(S)/ACTION REQUESTED OF COUNCIL:

The purpose of tonight's meeting is to discuss an annexation strategy for the remaining UGA.

BACKGROUND

Small pockets of unincorporated areas comprise the remainder of the Lake Stevens Urban Growth Area (UGA) with an approximate area of 2,150 acres including the lake. Most of the remaining unincorporated area is zoned for residential use (approximately 1,020 acres) with a smaller amount zoned for industrial and commercial uses (nearly 86 acres).

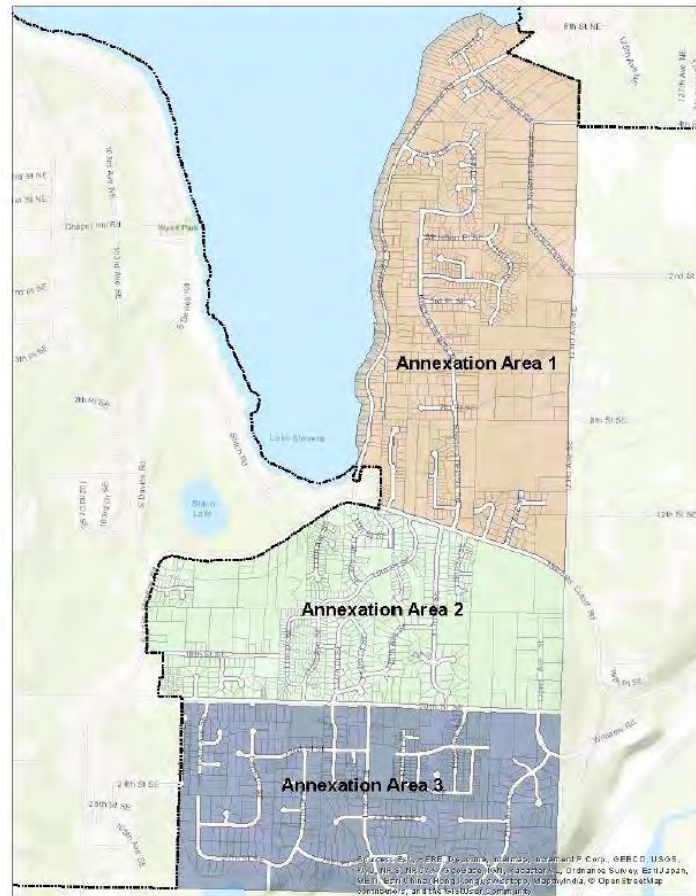
On October 25, 2016, Council passed Resolution 2016-21 Annexation Plan establishing an annexation strategy for the remaining Lake Stevens UGA. Since then, staff has been working with interested property owners who may be interested in annexing into the city. Several annexations have been completed. There are two annexations under review:

- Machias Industrial Annexation – A 60-acre annexation with a proposed zoning of General Industrial. Staff continues to communicate with the petitioner's representative with the goal of acquiring 60 percent of the signatures needed for the annexation in 2020.
- Northeast Island Annexation – A 36-acre with a proposed zoning of R6. On-hold because of a lack of interest by residents. Staff will revisit in 2020.

As part of the 2019 Comprehensive Plan review, the City Council adopted pre-zoning for future annexation areas. At the Council retreat, staff described various annexation methods (e.g., election, petition, interlocal agreement, municipal purpose, etc.). Staff also introduced a new interlocal annexation method that the legislature added in 2020 to annex properties if its transportation network provides a majority of the access to the territory proposed for annexation (ESSB 5522 – **Attachment 1**). This method, effective June 11, 2020, requires cities to notify special purpose districts within the area proposed for annexation, provide extended notice for public hearings and to maintain or intensify the residential zoning of the area.

Staff discussed steps to move forward with annexation of the southeastern Urban Growth Area in areas evaluated by the FCS group. The FCS report analyzed three annexation scenarios to determine fiscal impacts to city and utility services (expenditures) compared to revenue sources. City Council confirmed its preference to annex areas 1 and 2. City Council discussed using the election method at the retreat. At a recent Council meeting, City Council agreed to move forward with the new annexation method which was adopted to simplify the annexation process. Council requested staff bring back a schedule and more information to begin the process for starting the annexation of the southeastern part of the UGA.

Map of Annexation Areas Within the UGA



FCS Summary to annex Areas 1 and 2

- Development Potential – 1,318 new single-family homes from 2019 and 2042 (55 units per year)
- Services / Expenditures – Increased police (\$310,400 salary) and administrative staff (\$230,000 salary) and equipment (\$33,000 equipment / \$141,000 vehicles)
- Revenue
 - \$1,547,168 of taxable retail sales inflated by assumed growth rate of 2.34% annually
 - General Fund – under a full development scenario there is a projected 2-year General Fund deficit after the annexation occurs, no deficit after 25 years.
 - Street Fund – Expenditures would be greater than revenue with a projected deficit of \$5.9 million by the end of 2042. The Street Fund will always have a deficit as revenues are less than the costs of maintaining the street infrastructure in the annexation scenarios.
 - REET – New homes and increased valuation could generate \$9.5 million in REET revenue.
 - Impact Fees – Development could generate impact fee revenues for Parks and Transportation of \$4.4 million for Parks and \$3.9 million for transportation.

NEXT STEPS

As part of its annexation outreach, staff has prepared a fact sheet and tax summary for affected areas (**Attachments 2 and 3**). Staff has also held public meetings to discuss annexations early in the process. Moving into the second half of 2020 staff would begin a public outreach with affected residents to discuss benefits of annexation, notify special purpose district of its intent to commence annexation and coordinate with county to identify facilities and potential impacts for annexation leading to a joint public hearing with the County Council. Public outreach would include a dedicated website, social media updates and direct mailings. If special purpose district boundaries need to be modified, they would be included in the annexation. outreach

A proposed Schedule follows:

- June 2020 – Identify boundaries for proposed annexation area and have a legal description created.
 - July 2020 – City Council adopts a resolution to commence negotiation with Snohomish County to annex the identified areas through interlocal cooperation and sets a hearing date.
 - July – August 2020 – Conduct public outreach, notify special purpose districts of the city's and county's intent to annex, negotiate agreement with County.
 - September 2020 – Finalize agreement, provide status update to City Council.
 - October 2020 – Advertise public hearing once a week for four weeks.
 - November 2020 – Hold a public hearing with the City and County Councils and adopt ordinances annexing the area.
 - November 2020 – Submit annexation to Boundary Review Board, if necessary and notify Office of Financial management with census data.
-

ATTACHMENTS:

1. ESSB 5522
2. Annexation Fact Sheet
3. Annexation Tax Comparison

FINAL BILL REPORT

ESSB 5522

C 142 L 20

Synopsis as Enacted

Brief Description: Providing code cities with the ability to annex unincorporated areas pursuant to a jointly approved interlocal agreement with the county.

Sponsors: Senate Committee on Local Government (originally sponsored by Senator Takko).

Senate Committee on Local Government
House Committee on Local Government

Background: Code cities are those cities with a population of 1500 or more that operate under the Optional Municipal Code, which grants broad home rule powers.

Current law authorizes multiple methods for code cities to annex unincorporated territory.

Election Method. This method of annexation can be initiated by voters or by the city council. The city council can initiate the process by adopting a resolution calling for the annexation by election. Voters can initiate this process by filing a petition signed by 10 percent of voters in the area to be annexed, that voted in the last general election. The annexation is approved by a majority vote.

Direct Petition Methods. *Sixty Percent Petition Method.* This annexation method is initiated by filing a petition signed by either 10 percent of the residents in the area to be annexed, or the owners of the area to be annexed that represent 10 percent of the assessed value. After the city agrees to the annexation, a petition must be signed by the owners of the property representing 60 percent of the assessed valuation of the proposal area. The petition is then filed with the city and transmitted to the county. The annexation is finalized by an ordinance adopted by the city council.

Alternative Petition Method. This annexation method is initiated in the same manner as the 60 percent petition method. After the city agrees to the annexation, a second petition is then prepared and must be signed by at least 50 percent of the registered voters in the area, and by the owners of at least 50 percent of the acreage in the proposed annexation. If the city decides to annex, it adopts an ordinance. After adopting the ordinance, a copy is filed with the county. The annexation is effective on the date the ordinance is adopted.

This analysis was prepared by non-partisan legislative staff for the use of legislative members in their deliberations. This analysis is not a part of the legislation nor does it constitute a statement of legislative intent.

Unincorporated Islands Method. A code city may annex unincorporated islands of territory within the city using certain procedures. The city council may initiate annexation proceedings by resolution if the area of the proposed annexation:

- contains less than 175 acres and all of its boundaries are contiguous to the city; or
- is of any size, contains residential property owners, and at least 80 percent of its boundaries are contiguous to the city—annexations conducted under this provision must be within the same county and urban growth area as the city, and the city must be planning under the Growth Management Act.

The resolution must describe the boundaries of the area to be annexed, state the number of voters within the subject area, and set a date for a public hearing on the annexation resolution. Notice of the hearing must be published at least once a week for two weeks prior to the date of the hearing in one or more newspapers of general circulation within the code city and within the area to be annexed. At the hearing, residents or property owners of the area to be annexed must be afforded an opportunity to be heard. The city legislative body may then adopt an ordinance annexing the territory; the effective date of this ordinance may not be less than 45 days after its passage. During the 45 days after passage of the ordinance, it is subject to a referendum. If no referendum petition is filed within 45 days after passage of the ordinance, the area annexed becomes part of the city.

Interlocal Cooperation Act. Washington's Interlocal Cooperation Act authorizes public agencies to contract with other public agencies via interlocal agreements that enable cooperation among the agencies to perform governmental activities and deliver public services. The purpose of such agreements is to permit local governmental units to make the most efficient use of their powers by enabling them to cooperate with other localities on a basis of mutual advantage and thereby providing services and facilities in a manner and pursuant to forms of governmental organization that will accord best with geographic, economic, population and other factors influencing the needs and development of local communities. Local governments engage in a wide array of cooperative efforts with each other, state agencies, and other governmental entities, and intergovernmental cooperation can take many forms.

Summary: A code city may annex unincorporated territory pursuant to an interlocal agreement between the city and the county.

The legislative bodies of the county and city may jointly initiate an annexation process for unincorporated territory by jointly agreeing and adopting an interlocal agreement. If the annexation will include areas in a fire protection district, regional fire protection service authority, water-sewer district, transportation benefit district, or a city adjacent to the area where the sole access or majority of egress and ingress of the area is served by the transportation network of the city, notice must be provided, and approval may be required, if the district or city provides notice of its interest in being a party to the agreement. The interlocal agreement must describe the agreed upon boundaries of the area to be annexed and set a date for a public hearing on the annexation. An interlocal agreement may include phased annexation of territory, and may be amended following the same process as initial approval, including adding additional territory.

A public hearing must be held by each legislative body, separately or jointly, before the agreement is executed. Notice of availability of the agreement must be published at least once a week for four weeks prior to the date of the hearing in one or more newspapers of general circulation within the code city and within the area to be annexed, and on the legislative body's website if available. At the hearing, members of the public must be afforded an opportunity to be heard. Following the hearing, if the legislative body determines to effect the annexation, the legislative body may then adopt an ordinance annexing the territory and must subsequently file a copy of the certified ordinance with the board of county commissioners where the annexed property is located.

Votes on Final Passage:

Senate	25	22
House	68	28

Effective: June 11, 2020

ONE COMMUNITY AROUND THE LAKE

ANNEXATION FACTS – This sheet presents a summary of city services and a fiscal overview to citizens and businesses becoming part of the city of Lake Stevens.

WHY ANNEX

- Lake Stevens is devoted to its residents and is actively investing in the community.
 - Near your neighborhood, Lake Stevens is currently working to revitalize its historic downtown and will be building a new streetscape with sidewalks, light standards and transforming North Cove Park. The city is also planning a multi-use trail along 16th Street SE from downtown to the Centennial Trail.
 - Other funded citywide projects include coordination with Washington State on regional road projects, several planned park improvements, a planned multi-use trail along portions of S. Lake Stevens Road and improvements to 20th Street SE.
- Local Government – Upon annexation, you have access to local government including city staff and elected officials. When you become a resident, you can serve on city boards and commissions and help make decisions that directly affect your quality of life and business.
- Fire service is provided by Fire District 8 – there would be no change in fire service or protection.
- The Lake Stevens Sewer District provides sewer service in city and most of the unincorporated Urban Growth Areas where available.
- Upon annexation, the Lake Stevens Police Department would provide police services instead of the Snohomish County Sheriff, which means a quicker response time and patrols that, are more frequent.
- Upon annexation, the Lake Stevens Public Works Department would provide snow removal street sweeping and public drainage maintenance.
- Garbage service is mandatory in Lake Stevens. Republic Services is the provider for many areas to be annexed. Their service coverage and rates will not change due to annexation.

TAXES AND FEES

- Local tax dollars stay in Lake Stevens to support road, parks and stormwater improvements.
- The sales tax rate in Lake Stevens is 8.9%. In Snohomish County, the sales tax rate is 8.9% for unincorporated Public Transit Benefit Area, non-Regional Transit Authority
- Currently property owners in the unincorporated area outside of Lake Stevens, if annexed would see a similar property tax rate from \$11.98 to \$11.93 per \$1,000 of assessed valuation.
- The city has a 5% utility excise tax on electricity and gas and 6% tax on telephone service. In March of 2019 these taxes on utilities will go to 6% and include water and garbage. A 2% sewer tax will also be effective in March of 2019.
- For the first sixty days after annexation, residents will be able to register their dogs/cats at no charge for a lifetime tag. If the tag is issued after the 60-day period, the \$20 fee per pet for your lifetime tags will apply. Pet licenses from the county cost \$20 or \$40 depending on if the pet is altered or not.
- Once annexed, businesses would be required to obtain a city business license.

2018 Tax Comparison

Tax	City	County
Property	\$11.93 per \$1000	\$11.98 per \$1000
Utilities excise	Gas & Electric: 5%, Water and Garbage will be added in March of 2019 and all utilities taxes will change to 6%	NA
Sewer	2%	NA
Telephone excise	6%	NA
Real Estate excise	0.5%	0.5%
Sales	8.9%	8.9%

To find out more about Lake Stevens, please visit the city's website: <http://www.lakestevenswa.gov/>

Annexation Matrix			
Lake Stevens vs Unincorporated			
2020 Rates		Lake Stevens	County
Prop Taxes	General Property Tax - (Road for County)	1.02	1.09
	Fire District	1.83	1.83
	Lake Stevens School District	3.66	3.66
	Sno-Isle	0.44	0.44
	County Wide	0.67	0.67
	State Schools	2.87	2.87
	Total Prop Taxes Per \$1000 Assessed Value	\$ 10.49	\$ 10.56
Other Taxes	Snohomish Conservation District - Fixed Dollar Amt	\$ 8.01	\$ 8.01
	State Forest Fire	\$ -	\$ 17.90
	* Surface Water	\$ 235	\$ 122
	* Surface Water - Lakefront Lots	\$ 427	\$ 242
	Sales Tax	9%	9%
Utility Taxes **	Telephone Utility Tax	6%	0%
	Gas Utility Tax	6%	0%
	Water Utility Tax	6%	0%
	Garbage Utility Tax	6%	0%
	Light or Power Utility Tax	6%	0%
* Single Family Rate ** Utility Taxes are assessed on Utility Company. Fees are usually passed onto Customer			