



## ***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.*

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### **CITY COUNCIL REGULAR MEETING AGENDA REMOTE ACCESS ONLY – VIA ZOOM**

**Tuesday, June 22, 2021**

**Join Zoom Meeting: <https://us02web.zoom.us/j/81464129017>**

**Or call in at: (253) 215 8782, Meeting ID: 81464129017**

<b>CALL TO ORDER</b>		<b>Mayor</b>
<b>PLEDGE OF ALLEGIANCE</b>		<b>Mayor</b>
<b>ROLL CALL</b>		<b>City Clerk</b>
<b>APPROVAL OF AGENDA</b>		<b>Council President</b>
<b>CITIZEN COMMENTS</b>		<b>Mayor</b>
<b>COUNCIL BUSINESS</b>		<b>Council President</b>
<b>MAYOR'S BUSINESS</b>		<b>Mayor</b>
<b>CITY DEPARTMENT REPORT</b>		<b>Gene</b>
<b>GUEST BUSINESS</b>	A Resolution 2021-10 Endorsing the Lake Stevens Youth Advisory Council and Introduction of Members	<b>Councilmember Daughtry</b>
<b>CONSENT AGENDA</b>	B Vouchers C Professional Service Agreement for 2021 On-Call Engineering Services D Contract with Washington State Department of Corrections E Professional Services Agreement with Urban 3 F Contract with Colacurcio Brothers for Festival Street Construction	Barb Eric Eric Russ Aaron
<b>ACTION ITEMS</b>	G Resolution 2021-11 - Ballot Measure for Advisory Vote on Fireworks	<b>Greg</b>

**Lake Stevens City Council Regular Meeting Agenda**

**June 22, 2021**

<b>DISCUSSION ITEMS</b>	H      Upcoming Ballot Measures	Mayor
	I      Permissible Use Tables	Jill
	J      Code Enforcement Procedures	Ryan

**ADJOURN**

***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 recorded, except Executive Sessions.***

CITY OF LAKE STEVENS  
LAKE STEVENS, WASHINTON

**RESOLUTION NO. 2020-21**

**A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LAKE STEVENS OFFICIALLY ENDORSING THE LAKE STEVENS YOUTH ADVISORY COUNCIL AS THE OFFICIALLY RECOGNIZED YOUTH ADVISORY COUNCIL TO THE CITY OF LAKE STEVENS**

**WHEREAS**, the Lake Stevens City government is committed to realizing its goal of one community around the lake; and

**WHEREAS**, as of 2019 more than one in five of the world's population was between 12 and 24; and

**WHEREAS**, the Mayor and City Council of Lake Stevens recognize that nearly 9000 youth are currently enrolled in Lake Stevens schools; and

**WHEREAS**, the City of Lake Stevens recognizes the Youth Advisory Council is a significant resource in elevating the accomplishments of children and youth in the community; and

**WHEREAS**, the City wishes to encourage and offer positive experiences for Lake Stevens youth to actively promote their values through self-directed engagement and participation in the local government process; and

**WHEREAS**, a Youth Advisory Council is an appropriate means to foster the involvement and increase the opportunity for young people to contribute to local government; and

**WHEREAS**, the City Council recognizes that engaging and collaborating with the next generation of civic leaders results in improved policy and programs for youth; and

**WHEREAS**, the City recognizes a Youth Advisory Council creates a collaborative space to recognize youth displaying exemplary citizenship and leadership behaviors.

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

Section 1. The Mayor and City Council endorse the Lake Stevens Youth Advisory Council as the officially recognized Youth Advisory Council to the Lake Stevens government.

Section 2. Effective Date. This resolution shall take effect and be in force immediately upon its passage and adoption.

**PASSED** by the City Council of the City of Lake Stevens and APPROVED by the Mayor this \_\_\_\_\_ day of \_\_\_\_\_ 2021.

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Brett Gailey, Mayor

ATTEST:

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Kelly M. Chelin, City Clerk

BLANKET VOUCHER APPROVAL  
**2021**

Payroll Direct Deposits	<b>6/10/2021</b>	<b>\$252,507.34</b>
Payroll Checks	<b>53365-53367</b>	<b>\$5,513.60</b>
Electronic Funds Transfers	<b>ACH</b>	<b>\$325,739.27</b>
Claims	<b>53368-53475</b>	<b>\$868,877.85</b>
Void Checks	<b>53002, 53271</b>	<b>(\$1,051.61)</b>
Total Vouchers Approved:		<b>\$1,451,586.45</b>

**This 22nd day of June 2021**

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.

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Finance Director/Auditing Officer

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Mayor



June 22, 2021

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

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Personnel Costs	\$258,021	18%
Payroll Federal Taxes	\$93,835	6%
Retirement Benefits - Employer	\$64,210	4%
Medical Benefits - Employer	\$152,959	11%
Other Employer paid Benefits	\$7,197	0%
Employee paid benefits - By Payroll	\$19,034	1%
Supplies	\$22,533	2%
Professional Services	\$167,376	12%
Refunds	\$1,520	0%
Capital *	\$665,954	46%
Void Checks	(\$1,052)	-0.1%
<b>Total</b>	<b>\$1,451,587</b>	<b>100%</b>

**Large Purchases**

- \* 2021 John Deer 444L Wheel Loader \$149,951.65
- \* 24th St SE/91st Ave SE Construction Admin \$37,855
- \* North Cove Phase II - \$150,707



Total for Period	
\$1,194,617.12	

Checks to be approved for period 06/03/2021 - 06/16/2021

**Vendor: A Worksafe Service Inc**

**Check Number: 53377**

Invoice No	Check Date	Account Number	Account Name	Description	Amount
306360	6/16/2021	410 016 531 10 41 01	SW-Professional Services	Pre-Employment Drug Screening	\$45.00
306360	6/16/2021	101 016 542 30 41 02	ST-Professional Service	Pre-Employment Drug Screening	\$45.00

**\$90.00**

**Vendor: AAA of Everett**

**Check Number: 53378**

Invoice No	Check Date	Account Number	Account Name	Description	Amount
EV161328	6/16/2021	001 008 521 50 48 00	LE-Facility Repair & Maint	Fire Extinguisher Service PD	\$96.51

**\$96.51**

**Vendor: Ace Hardware**

**Check Number: 53379**

Invoice No	Check Date	Account Number	Account Name	Description	Amount
69858	6/16/2021	410 016 531 10 31 02	SW-Operating Costs	PVC Elbows/Bushings	\$22.84
69873	6/16/2021	410 016 531 10 31 02	SW-Operating Costs	PVC Elbows	\$4.80
69956	6/16/2021	101 016 544 90 31 02	ST-Operating Cost	Hose Clamp	\$24.94
69972	6/16/2021	001 010 576 80 31 00	PK-Operating Costs	Outdoor Timer	\$18.52
69973	6/16/2021	101 016 544 90 31 02	ST-Operating Cost	Drill Bit/Fasteners	\$68.68
69986	6/16/2021	001 010 576 80 31 00	PK-Operating Costs	Waterproof Stain/Roller Tray/Tray Liner	\$48.96
69993	6/16/2021	001 010 576 80 31 00	PK-Operating Costs	Nozzles	\$31.30
70006	6/16/2021	410 016 531 10 31 02	SW-Operating Costs	Spraypaint	\$36.56
70016	6/16/2021	001 010 576 80 31 00	PK-Operating Costs	Fasteners	\$59.87
70038	6/16/2021	001 008 521 50 30 00	LE-Facilities Supplies	Drill Drive Set/Hand Sanitizer/Sandsponge/Drywall	\$48.49
70045	6/16/2021	001 010 576 80 31 00	PK-Operating Costs	PVC Elbow/Couplings	\$22.19
70062	6/16/2021	101 016 544 90 31 02	ST-Operating Cost	Charlotte Pipe Elbows/Cement/Coupling	\$63.86
70063	6/16/2021	001 008 521 50 30 00	LE-Facilities Supplies	Spraypaint/Straps/Fasteners/Corner Brace	\$20.83
70064	6/16/2021	001 010 576 80 31 00	PK-Operating Costs	Charlotte Pipe/Coupling/Elbows	\$103.70
70113	6/16/2021	001 010 576 80 31 00	PK-Operating Costs	PVC Plugs	\$11.05
70156	6/16/2021	001 010 576 80 31 00	PK-Operating Costs	Plants	\$94.51
70157	6/16/2021	001 010 576 80 31 00	PK-Operating Costs	Garden Soil	\$19.59

**\$700.69**

**Vendor: AFLAC**

**Check Number: 0**

Invoice No	Check Date	Account Number	Account Name	Description	Amount
061021	6/16/2021	001 000 284 00 00 00	Payroll Liability Other	Employee paid Insurance Prem	\$1,037.42

**\$1,037.42**

**Vendor: Amazon Capital Services**

**Check Number: 53380**

Invoice No	Check Date	Account Number	Account Name	Description	Amount
1QPF-1CTX-76TQ	6/16/2021	001 008 521 20 31 00	LE-Office Supplies	Color Ribbon for Printer	\$90.74
					<b>\$90.74</b>

**Vendor: Amazon Capital Services**

**Check Number: 53381**

Invoice No	Check Date	Account Number	Account Name	Description	Amount
164W-NGDV-M3FV	6/16/2021	001 006 518 80 31 00	IT-Office Supplies	Floor Cable Cover Protector/Cord Bundlers	\$135.12
19KT-N6WX-PX96	6/16/2021	001 007 571 00 30 00	PL-Park & Recreation	Name Badge Magnets	\$17.42
19TF-RDYJ-DHR3	6/16/2021	001 007 571 00 30 00	PL-Park & Recreation	Portable Plastic A-Frame Sidewalk Sign Stand/Acrylic Sign Holder	\$324.77
1CCL-NKKR-MX6R	6/16/2021	001 006 518 80 31 00	IT-Office Supplies	Bluetooth Keyboard and Mouse	\$76.29
1JVW-GRD3-GKLJ	6/16/2021	001 007 559 30 31 00	PB-Office Supplies	Mesh Desk Organizer	\$33.75
1JX9-NWLM-HTTF	6/16/2021	510 006 594 18 64 00	Capital - Purch Computer Equip	IPCam Power Network Switch	\$98.09
1LCF-7GXQ-NDJV	6/16/2021	001 007 559 30 31 00	PB-Office Supplies	Code Enforcement Safety Vest/Nail Gun	\$63.91
1LJD-YWDH-JQQF	6/16/2021	001 010 576 80 31 00	PK-Operating Costs	Garden Trays	\$294.30
					<b>\$1,043.65</b>

**Vendor: American Abatement and Demo LLC**

**Check Number: 53382**

Invoice No	Check Date	Account Number	Account Name	Description	Amount
2227	6/16/2021	302 010 594 76 61 12	PM - North Cove Phase 3	Asbestos Removal - 1709 123rd Dr NE	\$8,838.24
					<b>\$8,838.24</b>

**Vendor: American West Construction LLC**

**Check Number: 53383**

Invoice No	Check Date	Account Number	Account Name	Description	Amount
PROGRESS 5 AWC	6/16/2021	001 010 594 76 64 00	PK-Capital Outlay	PW Shop Remodel Project 18003	\$53,538.40
PROGRESS 5 AWC	6/16/2021	101 016 594 42 64 00	ST-Capital Expenditures	PW Shop Remodel Project 18003	\$107,076.79
PROGRESS 5 AWC	6/16/2021	411 016 594 31 60 01	SWC - PW Shop Remodel	PW Shop Remodel Project 18003	\$107,076.79

**\$267,691.98**

**Vendor: Assoc of Washington Cities**

**Check Number: 53384**

Invoice No	Check Date	Account Number	Account Name	Description	Amount
89602	6/16/2021	001 005 518 10 49 01	HR-Staff Development	Registration - Labor Relations Institute 2021 - Good	\$200.00
					<b>\$200.00</b>

**Vendor: Assoc of Washington Cities EFT**

**Check Number: 0**

Invoice No	Check Date	Account Number	Account Name	Description	Amount
061021	6/16/2021	001 000 283 00 00 00	Payroll Liability Medical	Medical Insurance Premium	\$150,481.72
061021	6/16/2021	001 008 521 20 20 00	LE-Benefits	Medical Insurance Premium-Parnell	\$2,801.16
061021	6/16/2021	001 013 518 30 20 00	GG-Benefits	Medical Insurance Premium	(\$0.65)

**\$153,282.23**

**Vendor: Barnes**

**Check Number: 53385**

Invoice No	Check Date	Account Number	Account Name	Description	Amount
060721 BARNES	6/16/2021	001 000 362 00 00 17	North Cove Park - Rental	Refund - North Cove Park Rental Barnes 06/13/21	\$75.00
					<b>\$75.00</b>

**Vendor: Barry**

**Check Number: 53386**

Invoice No	Check Date	Account Number	Account Name	Description	Amount
052721 BARRY	6/16/2021	001 000 382 10 00 01	The Mill - Deposit	Damage Deposit Refund - Hardford Hall Barry 05/27/21	\$250.00
					<b>\$250.00</b>

**Vendor: Bassett**

**Check Number: 53387**

Invoice No	Check Date	Account Number	Account Name	Description	Amount
062021 BASSETT	6/16/2021	001 008 521 20 43 00	LE-Travel & Per Diem	PerDiem - Meals FTO Academy Gig Harbor - Bassett	\$355.00
					<b>\$355.00</b>

**Vendor: Belson Outdoors LLC**

**Check Number: 53388**

Invoice No	Check Date	Account Number	Account Name	Description	Amount
192751	6/16/2021	302 010 594 76 61 12	PM - North Cove Phase 3	Walk Through Tables PO #1836	\$4,240.50
					<b>\$4,240.50</b>

**Vendor: Business Card**

**Check Number: 53389**

Invoice No	Check Date	Account Number	Account Name	Description	Amount
BARNES 0621	6/16/2021	001 008 521 20 43 00	LE-Travel & Per Diem	Meal - Training Kalama WA - Barnes	\$24.31
BARNES 0621	6/16/2021	001 008 521 20 43 00	LE-Travel & Per Diem	Hotel - Training Kalama WA - Barnes	\$149.72
BEAZIZO 0621	6/16/2021	111 008 521 20 31 00	Drug Seize - Operating Costs	Barcode Scanner	\$2,672.31
BROOKS 0621	6/16/2021	001 008 521 20 31 02	LE-Minor Equipment	Solar Panel for Pro & Pro 2	\$87.19
BROOKS 0621	6/16/2021	001 008 521 20 41 01	LE-Professional Serv-Fixed	Meals - Case #21-10508	\$23.79
CHELIN 0621	6/16/2021	001 013 518 20 41 00	GG-Professional Service	Zoom - Standard Monthly/Webinar 06-2021	\$261.49
DREHER 0621	6/16/2021	001 008 521 20 31 00	LE-Office Supplies	Glue	\$6.53
DREHER 0621	6/16/2021	001 008 521 20 42 00	LE-Communication	Postage	\$16.25
DREHER 0621	6/16/2021	001 008 521 20 31 00	LE-Office Supplies	Photo Flag Case	\$81.74
DREHER 0621	6/16/2021	001 008 521 20 43 00	LE-Travel & Per Diem	Hotel - CJ LERM Conf Nashville - Starkenburg	\$311.32
DREHER 0621	6/16/2021	001 008 521 20 43 01	LE-Business Meetings	Drinks	\$26.42
DREHER 0621	6/16/2021	001 008 521 20 43 00	LE-Travel & Per Diem	Hotel - Taser Instructor Richland WA - Irwin	\$124.08
DREHER 0621	6/16/2021	001 008 521 20 41 01	LE-Professional Serv-Fixed	Coffee - Case #21-10508	\$25.00
DREHER 0621	6/16/2021	001 008 521 20 41 01	LE-Professional Serv-Fixed	Local Broadcast TV Monthly	\$5.50
DREHER 0621	6/16/2021	001 008 521 20 41 01	LE-Professional Serv-Fixed	Plates - Case #21-10508	\$9.53
DREHER 0621	6/16/2021	001 008 521 20 41 01	LE-Professional Serv-Fixed	Snacks - Case #21-10508	\$17.16
DREHER 0621	6/16/2021	001 008 521 20 31 00	LE-Office Supplies	Shadow Boxes	\$103.52
DREHER 0621	6/16/2021	001 008 521 20 41 01	LE-Professional Serv-Fixed	Airtame Cloud Plus	\$240.00
DREHER 0621	6/16/2021	001 008 521 20 43 01	LE-Business Meetings	Water	\$8.70
DREHER 0621	6/16/2021	001 008 521 20 41 01	LE-Professional Serv-Fixed	Meal - Case #21-10508	\$56.72
DREHER 0621	6/16/2021	001 008 521 50 30 02	LE-Fleet Minor Equipment	Microfibers	\$15.29
DURPOS 0621	6/16/2021	410 016 531 10 49 01	SW-Staff Development	Registration - Online FE Civil Course - Mangold	\$1,876.00
DURPOS 0621	6/16/2021	410 016 531 10 49 01	SW-Staff Development	Registration - WA Traffic Control Supervisor - Mangold	\$495.00
DURPOS 0621	6/16/2021	302 010 594 76 61 12	PM - North Cove Phase 3	PS Clean Air Permit 1804 Main St	\$65.00
DYER 0621	6/16/2021	001 008 521 20 43 00	LE-Travel & Per Diem	Hotel - Kennewick - Dyer	\$456.27
DYER 0621	6/16/2021	001 008 521 20 43 00	LE-Travel & Per Diem	Meal - Kennewick - Dyer	\$21.29
DYER 0621	6/16/2021	001 008 521 20 32 00	LE-Fuel	Fuel	\$35.21
ESHLEMAN 0621	6/16/2021	001 010 576 80 31 00	PK-Operating Costs	Electrical Work Permit 8700 Frontier Circle	\$141.00

ESHLEMAN 0621	6/16/2021	001 010 576 80 31 00	PK-Operating Costs	Flasher/Hex Screw/Caulk	\$57.38
GOOD 0621	6/16/2021	001 008 521 20 43 01	LE-Business Meetings	Meal - Entry Level Police Oral Boards	\$21.17
GOOD 0621	6/16/2021	001 010 576 80 41 00	PK-Professional Services	APWA Job Postings	\$125.00
GOOD 0621	6/16/2021	001 005 518 10 49 01	HR-Staff Development	Registration - PRIMA Annual Conf Virtual - Good	\$515.00
GOOD 0621	6/16/2021	410 016 531 10 41 01	SW-Professional Services	APWA Job Postings	\$175.00
GOOD 0621	6/16/2021	001 013 518 20 41 00	GG-Professional Service	APWA Job Postings	\$50.00
GOOD 0621	6/16/2021	101 016 542 30 41 02	ST-Professional Service	APWA Job Postings	\$150.00
MINER 0621	6/16/2021	001 008 521 20 41 01	LE-Professional Serv-Fixed	Coffee - Case #21-10508	\$9.76
STEVENS T 0621	6/16/2021	001 006 518 80 49 00	IT-Miscellaneous	Shipping - Repair for RMA Switch	\$102.80
UBERT 0621	6/16/2021	001 008 521 20 43 00	LE-Travel & Per Diem	Uber - Airport to Hotel CJ LERM Conf Nashville	\$23.97
UBERT 0621	6/16/2021	001 008 521 20 43 00	LE-Travel & Per Diem	Uber - Hotel to Airport CJ LERM Conf Nashville	\$23.98
UBERT 0621	6/16/2021	001 008 521 30 31 00	LE-Community Outreach Supplies	Annual Police Booklets	\$223.87
WARRINGTON 0621	6/16/2021	001 005 518 10 43 00	HR-Travel & Meetings	Coffee - City Lean Six Sigma Training 05/19	\$21.70
WARRINGTON 0621	6/16/2021	001 005 518 10 49 01	HR-Staff Development	Registration - PRIMA Annual Conf Virtual - Warrington	\$515.00
WARRINGTON 0621	6/16/2021	001 005 518 10 43 00	HR-Travel & Meetings	Coffee - City Lean Six Sigma Training 05/26	\$17.36
WRIGHT 0621	6/16/2021	001 007 558 50 31 02	PL-Permit Related Op. Costs	Postcard Mailers - LUA2021-0059 Sherwood	\$35.44
WRIGHT 0621	6/16/2021	001 007 558 50 31 02	PL-Permit Related Op. Costs	Postcard Mailers - Row House	\$13.95
WRIGHT 0621	6/16/2021	001 007 558 50 41 03	PL-Advertising	Postcard Mailers - Davies Beach Dock Replacement	\$23.06
WRIGHT 0621	6/16/2021	003 007 594 58 63 00	Permit Capital	Licensing Permit Vehicles	\$127.21
WRIGHT 0621	6/16/2021	001 007 558 50 31 02	PL-Permit Related Op. Costs	Postcard Mailers - 123rd	\$12.51
WRIGHT 0621	6/16/2021	302 010 576 90 31 00	Tree Replacement Expenditures	Park Trees	\$301.84
					<b>\$9,902.34</b>

**Vendor: Cascade Collision Center Inc**

**Check Number: 53390**

Invoice No	Check Date	Account Number	Account Name	Description	Amount
4819	6/16/2021	001 008 521 20 48 00	LE-Repair & Maintenance Equip	Repair Services PT-19-81	\$1,202.53

**\$1,202.53**

**Vendor: Central Welding Supply Co Inc**

**Check Number: 53391**

Invoice No	Check Date	Account Number	Account Name	Description	Amount
EV292133	6/16/2021	410 016 531 10 31 02	SW-Operating Costs	Hose/Cylinder/Bushing Outlet/Outfit	\$898.28
EV292372	6/16/2021	410 016 531 10 31 02	SW-Operating Costs	Hose/Cylinder/Bushing Outlet/Outfit Credit	(\$898.28)
RN05210994	6/16/2021	410 016 531 10 31 02	SW-Operating Costs	Argon Gas/Oxygen/Propane	\$33.21

**\$33.21**

**Vendor: Cintas Loc 460**

**Check Number: 53392**

Invoice No	Check Date	Account Number	Account Name	Description	Amount
4086222649	6/16/2021	410 016 531 10 41 01	SW-Professional Services	PW Uniform Service	\$99.35
4086222649	6/16/2021	101 016 542 30 41 02	ST-Professional Service	PW Uniform Service	\$99.36
4086222649	6/16/2021	001 010 576 80 41 00	PK-Professional Services	PW Uniform Service	\$99.36

**\$298.07**

**Vendor: City of Everett**

**Check Number: 53393**

Invoice No	Check Date	Account Number	Account Name	Description	Amount
I21002569	6/16/2021	001 008 554 30 41 00	LE - Animal Control	Animal Control Services 04-2021	\$440.00

I21002655	6/16/2021	001 008 554 30 41 00	LE - Animal Control	Animal Boarding & Pet Services	\$559.00
					<b>\$999.00</b>

**Vendor: City of Marysville**

**Check Number: 53394**

Invoice No	Check Date	Account Number	Account Name	Description	Amount
LKS21-005	6/16/2021	001 013 512 50 41 00	GG-Municipal Court Fees	Marysville Court Citations 05-2021	\$7,327.08
POLIN 21-0016	6/16/2021	001 008 523 60 41 00	LE-Jail	Prisoner Housing Marysville 04-2021	\$3,442.76
POLIN 21-0018	6/16/2021	001 008 523 60 41 00	LE-Jail	Prisoner Medical 04-2021	\$60.00
POLIN 21-0020	6/16/2021	001 008 523 60 41 00	LE-Jail	Prisoner Housing SCSO 04-2021	\$1,275.85
					<b>\$12,105.69</b>

**Vendor: Code Publishing Co Inc**

**Check Number: 53395**

Invoice No	Check Date	Account Number	Account Name	Description	Amount
70016	6/16/2021	001 003 514 20 41 00	CC-Professional Services	Muni Code Update Ord 1118	\$142.14
					<b>\$142.14</b>

**Vendor: Coe**

**Check Number: 53396**

Invoice No	Check Date	Account Number	Account Name	Description	Amount
060421 COE	6/16/2021	001 000 382 10 00 01	The Mill - Deposit	Damage Deposit Refund The Mill Rental 06/04/21 - Coe	\$500.00
					<b>\$500.00</b>

**Vendor: Comcast**

**Check Number: 53397**

Invoice No	Check Date	Account Number	Account Name	Description	Amount
0621 COMCAST	6/16/2021	001 010 576 80 42 00	PK-Communication	Internet Services - Parks/Rec Office	\$136.19
0621 COMCAST	6/16/2021	001 012 575 30 42 00	CS- Museum - Communications	Internet Services - N Lakeshore Dr	\$146.19
0621 COMCAST	6/16/2021	101 016 542 64 47 00	ST-Traffic Control -Utility	Traffic Signal Control	\$428.49
					<b>\$710.87</b>

**Vendor: Comdata Inc**

**Check Number: 53398**

Invoice No	Check Date	Account Number	Account Name	Description	Amount
20354437	6/16/2021	001 008 521 20 32 00	LE-Fuel	PD Fuel	\$2,216.84
					<b>\$2,216.84</b>

**Vendor: Cory De Jong and Sons Inc**

**Check Number: 53399**

Invoice No	Check Date	Account Number	Account Name	Description	Amount
Q313588	6/16/2021	001 010 576 80 31 00	PK-Operating Costs	Fertil Mulch	\$625.39
Q314031	6/16/2021	001 010 576 80 31 00	PK-Operating Costs	All Purpose Soil	\$453.71
Q314037	6/16/2021	001 010 576 80 31 00	PK-Operating Costs	All Purpose Soil	\$136.12
Q314053	6/16/2021	001 010 576 80 31 00	PK-Operating Costs	All Purpose Soil	\$90.74
					<b>\$1,305.96</b>

**Vendor: Crystal Springs**

**Check Number: 53400**

Invoice No	Check Date	Account Number	Account Name	Description	Amount
5249844 060121	6/16/2021	101 016 544 90 31 02	ST-Operating Cost	Bottled Water - City Hall/City Shop	\$101.05
5249844 060121	6/16/2021	001 007 559 30 31 01	PB-Operating Cost	Bottled Water - City Hall/City Shop	\$16.28
5249844 060121	6/16/2021	410 016 531 10 31 02	SW-Operating Costs	Bottled Water - City Hall/City Shop	\$101.05

5249844 060121	6/16/2021	001 007 558 50 31 01	PL-Operating Costs	Bottled Water - City Hall/City Shop	\$16.28
5249844 060121	6/16/2021	001 013 518 20 31 00	GG-Operating Costs	Bottled Water - City Hall/City Shop	\$76.43
					<b>\$311.09</b>

**Vendor: Daily Journal of Commerce Inc**

**Check Number: 53401**

Invoice No	Check Date	Account Number	Account Name	Description	Amount
3368490	6/16/2021	302 010 594 76 61 12	PM - North Cove Phase 3	Publication - Festival Street RFB	\$417.10
					<b>\$417.10</b>

**Vendor: Dataquest LLC**

**Check Number: 53402**

Invoice No	Check Date	Account Number	Account Name	Description	Amount
15012	6/16/2021	001 007 558 50 41 00	PL-Professional Servic	Background Checks - New Employee	\$58.50
					<b>\$58.50</b>

**Vendor: Defining Energy NW LLC**

**Check Number: 53403**

Invoice No	Check Date	Account Number	Account Name	Description	Amount
2021-67	6/16/2021	302 010 594 76 61 12	PM - North Cove Phase 3	Power for Pay Station at North Cove Boat Launch	\$1,997.44
					<b>\$1,997.44</b>

**Vendor: Dell Marketing LP**

**Check Number: 53404**

Invoice No	Check Date	Account Number	Account Name	Description	Amount
10494160324	6/16/2021	001 006 518 80 48 00	IT-Repair & Maintenance	iDRAC9 Enterprise/Digital License/Platforms Kit	\$273.50
					<b>\$273.50</b>

**Vendor: Dept Graphics**

**Check Number: 53405**

Invoice No	Check Date	Account Number	Account Name	Description	Amount
11152	6/16/2021	001 008 521 20 48 00	LE-Repair & Maintenance Equip	Graphics Installed PT-19-81	\$713.70
					<b>\$713.70</b>

**Vendor: Dept of Licensing**

**Check Number: 53406**

Invoice No	Check Date	Account Number	Account Name	Description	Amount
061221 DOL	6/16/2021	633 000 589 30 00 05	Gun Permit - State DOL	Weapons Permits 05/23/21 thru 06/12/21	\$693.00
					<b>\$693.00</b>

**Vendor: Dept of Retirement (Deferred Comp)**

**Check Number: 0**

Invoice No	Check Date	Account Number	Account Name	Description	Amount
061021	6/16/2021	001 000 282 00 00 00	Payroll Liability Retirement	Employee Portion-State Deferre	\$2,575.00
					<b>\$2,575.00</b>

**Vendor: Dept of Retirement PERS LEOFF**

**Check Number: 0**

Invoice No	Check Date	Account Number	Account Name	Description	Amount
061021	6/16/2021	001 000 282 00 00 00	Payroll Liability Retirement	PERS LEOFF Contributions	\$63,971.07
061021S	6/16/2021	001 000 282 00 00 00	Payroll Liability Retirement	PERS LEOFF Contributions-State	\$238.60
					<b>\$64,209.67</b>

**Vendor: Diaz**

**Check Number: 53407**

Invoice No	Check Date	Account Number	Account Name	Description	Amount
061221 DIAZ	6/16/2021	001 000 382 10 00 01	The Mill - Deposit	Damage Deposit Refund - The Mill Rental 06/12/21 - Diaz	\$500.00
					<b>\$500.00</b>

**Vendor: EASL Inc**

**Check Number: 53408**

Invoice No	Check Date	Account Number	Account Name	Description	Amount
LS-0621	6/16/2021	001 013 518 20 41 00	GG-Professional Service	Strategic Communication Services 05-2021	\$5,002.18
					<b>\$5,002.18</b>

**Vendor: Eaton Corporation**

**Check Number: 53409**

Invoice No	Check Date	Account Number	Account Name	Description	Amount
56714981	6/16/2021	306 000 594 21 60 00	Police Dept Project Account	Troubleshooting Emergency Power Transfer Switch	\$971.52
					<b>\$971.52</b>

**Vendor: EFTPS**

**Check Number: 0**

Invoice No	Check Date	Account Number	Account Name	Description	Amount
061021	6/16/2021	001 000 281 00 00 00	Payroll Liability Taxes	Federal Payroll Taxes	\$93,835.11
					<b>\$93,835.11</b>

**Vendor: Electronic Business Machines**

**Check Number: 53410**

Invoice No	Check Date	Account Number	Account Name	Description	Amount
AR193905	6/16/2021	001 008 521 20 48 00	LE-Repair & Maintenance Equip	Copier Repair & Maintenance PD	\$53.93
					<b>\$53.93</b>

**Vendor: Evergreen Safety Council**

**Check Number: 53411**

Invoice No	Check Date	Account Number	Account Name	Description	Amount
INV11061	6/16/2021	410 016 531 10 31 02	SW-Operating Costs	Forklift Operator Training - PW	\$777.13
INV11061	6/16/2021	101 016 544 90 31 02	ST-Operating Cost	Forklift Operator Training - PW	\$777.14
INV11061	6/16/2021	001 010 576 80 31 00	PK-Operating Costs	Forklift Operator Training - PW	\$777.13
INV11126	6/16/2021	001 010 576 80 31 00	PK-Operating Costs	Bloodborne Pathogens Cert - PW	\$238.80
INV11126	6/16/2021	101 016 544 90 31 02	ST-Operating Cost	Bloodborne Pathogens Cert - PW	\$238.80
INV11126	6/16/2021	410 016 531 10 31 02	SW-Operating Costs	Bloodborne Pathogens Cert - PW	\$238.80
					<b>\$3,047.80</b>

**Vendor: Ewijk**

**Check Number: 53412**

Invoice No	Check Date	Account Number	Account Name	Description	Amount
011821 EWIJK	6/16/2021	001 007 559 30 49 01	PB-Staff Development	Registration - Residential Plumbing Inspector	\$219.00
051721 EWIJK	6/16/2021	001 007 559 30 31 01	PB-Operating Cost	Legal Aspects of Code Administration Book	\$68.99
053121 EWIJK	6/16/2021	001 007 559 30 49 01	PB-Staff Development	Registration - Property Maintenance and Housing Inspector	\$219.00
					<b>\$506.99</b>

**Vendor: FBI - LEEDA**

**Check Number: 53413**

Invoice No	Check Date	Account Number	Account Name	Description	Amount
200051972	6/16/2021	001 008 521 40 49 01	LE-Registration Fees	Registration - Basic Supervisory Liability - Wachtveitl	\$350.00

200056445	6/16/2021	001 008 521 40 49 01	LE-Registration Fees	Registration - SLI Richland WA - Cooper	\$695.00
					<b>\$1,045.00</b>

**Vendor: Florida State Disbursement Unit**

**Check Number: 53368**

Invoice No	Check Date	Account Number	Account Name	Description	Amount
200000082DR34	6/8/2021	001 000 284 00 00 00	Payroll Liability Other	2000000DR34 Child Support	\$177.57

**Vendor: Gailey**

**Check Number: 53414**

Invoice No	Check Date	Account Number	Account Name	Description	Amount
082821 GAILEY	6/16/2021	001 001 513 10 43 00	Executive - Travel & Mtgs	Reimburse - Flight 2021 APWA Conf St Louis MO - Gailey	\$356.80

**Vendor: Granite Construction Inc**

**Check Number: 53415**

Invoice No	Check Date	Account Number	Account Name	Description	Amount
060621 GRANITE	6/16/2021	101 016 582 20 00 00	PW Retainage Release	Retainage Release 2020 Pavement Overlay Project 20001	\$4,643.23

**Vendor: Home Depot**

**Check Number: 53416**

Invoice No	Check Date	Account Number	Account Name	Description	Amount
7013816	6/16/2021	302 010 594 76 61 12	PM - North Cove Phase 3	Plywood/Washers	\$152.69
7013858	6/16/2021	410 016 531 10 31 02	SW-Operating Costs	Mason Line/Deckmate/Scrub Sponge/PolyPro	\$93.72
9013479	6/16/2021	302 010 594 76 61 12	PM - North Cove Phase 3	Plywood/Washers	\$523.18

**Vendor: Honey Bucket**

**Check Number: 53417**

Invoice No	Check Date	Account Number	Account Name	Description	Amount
0552123006	6/16/2021	001 010 576 80 45 00	PK-Equipment Rental	Honey Bucket Rental - Davies Beach	\$142.50
0552125331	6/16/2021	001 010 576 80 45 00	PK-Equipment Rental	Honey Bucket Rental - 8629 20th St SE	\$170.50
0552135078	6/16/2021	001 010 576 80 45 00	PK-Equipment Rental	Honey Bucket Rental - Catherine Creek Park	\$156.75

**Vendor: HRA VEBA Trust YA20192**

**Check Number: 53369**

Invoice No	Check Date	Account Number	Account Name	Description	Amount
061021	6/8/2021	001 000 283 00 00 00	Payroll Liability Medical	Employee VEBA Contributions	\$3,091.92

**Vendor: HSA Bank**

**Check Number: 53370**

Invoice No	Check Date	Account Number	Account Name	Description	Amount
061021	6/8/2021	001 000 284 00 00 00	Payroll Liability Other	Health Savings Account Employee Contributions	\$250.00

**Vendor: HW Lochner Inc**

**Check Number: 53418**

Invoice No	Check Date	Account Number	Account Name	Description	Amount
000017878-8	6/16/2021	304 016 594 31 63 00	17005 - 24th St SE & 91st Ave	24th St SE/91st Ave SE Construction Admin	\$37,855.08

**Vendor: Industrial Bolt & Supply Inc**

**Check Number: 53419**

Invoice No	Check Date	Account Number	Account Name	Description	Amount
757085-1	6/16/2021	001 010 576 80 31 00	PK-Operating Costs	Flat Washers/Insta-Brite Rubber & Vinyl Dressing/Coupler Plug	\$120.78
					<b>\$120.78</b>

**Vendor: Irwin**

**Check Number: 53420**

Invoice No	Check Date	Account Number	Account Name	Description	Amount
060121 IRWIN	6/16/2021	001 008 521 20 43 00	LE-Travel & Per Diem	PerDiem - Meals Taser Instructor Richland WA - Irwin	\$96.00
					<b>\$96.00</b>

**Vendor: J Thayer Company Inc**

**Check Number: 53421**

Invoice No	Check Date	Account Number	Account Name	Description	Amount
1518233-0 (2)	6/16/2021	001 013 518 20 31 00	GG-Operating Costs	Folders/Post It Notes/Tape	\$65.11
1518233-0 (2)	6/16/2021	101 016 544 90 31 01	ST-Office Supplies	Pens/Dry Erase Markers	\$13.28
1518233-0 (2)	6/16/2021	410 016 531 10 31 01	SW-Office Supplies	Pens/Dry Erase Markers	\$13.28
1518233-0 (2)	6/16/2021	001 007 559 30 31 00	PB-Office Supplies	Folders	\$32.83
1519629-0 (2)	6/16/2021	410 016 531 10 31 01	SW-Office Supplies	Brush Handle	\$1.97
1519629-0 (2)	6/16/2021	001 013 518 20 31 00	GG-Operating Costs	Gel Pens	\$24.89
1519629-0 (2)	6/16/2021	101 016 544 90 31 01	ST-Office Supplies	Brush Handle	\$1.97
1528663-0	6/16/2021	001 013 518 20 31 00	GG-Operating Costs	Pens/Markers/Batteries	\$56.60
1528663-0	6/16/2021	001 007 558 50 31 00	PL-Office Supplies	Folders	\$110.60
					<b>\$320.53</b>

**Vendor: Jorgensen**

**Check Number: 53422**

Invoice No	Check Date	Account Number	Account Name	Description	Amount
986	6/16/2021	510 006 518 80 49 32	LR - Permit Trax	Annual Maint Fee PermitTrax Suite	\$10,900.00
					<b>\$10,900.00</b>

**Vendor: Lake Industries LLC**

**Check Number: 53423**

Invoice No	Check Date	Account Number	Account Name	Description	Amount
39883	6/16/2021	410 016 531 10 31 02	SW-Operating Costs	Fill Hauled In - Dry Material	\$336.00
					<b>\$336.00</b>

**Vendor: Lake Stevens Police Guild**

**Check Number: 53371**

Invoice No	Check Date	Account Number	Account Name	Description	Amount
061021	6/8/2021	001 000 284 00 00 00	Payroll Liability Other	Employee Paid Union Dues	\$1,086.75
					<b>\$1,086.75</b>

**Vendor: Lake Stevens Sewer District**

**Check Number: 53424**

Invoice No	Check Date	Account Number	Account Name	Description	Amount
12326.01 0621	6/16/2021	001 010 576 80 47 00	PK-Utilities	Sewer - Boat Launch Restrooms Acct 12326-01	\$87.00
13135.01 0621	6/16/2021	101 016 543 50 47 00	ST-Utilities	Sewer - Decant Facility Acct 13135-01	\$218.44
13135.01 0621	6/16/2021	410 016 531 10 47 00	SW-Utilities	Sewer - Decant Facility Acct 13135-01	\$218.44
2538.02 0621	6/16/2021	001 010 576 80 47 00	PK-Utilities	Sewer - Lundein Park Acct 2538-02	\$172.00
3628.02 0621	6/16/2021	001 010 576 80 47 00	PK-Utilities	Sewer - Davies Beach Acct 3628-01	\$86.00

6294.04 0621	6/16/2021	001 008 521 50 47 00	LE-Facility Utilities	Sewer - PD Evidence Bldg Acct 6294-04	\$86.00
6296.03 0621	6/16/2021	001 008 521 50 47 00	LE-Facility Utilities	Sewer - Police Station Acct 6296-03	\$172.00
6390.03 0621	6/16/2021	001 013 518 20 47 02	GG-Utilities for Rentals	Sewer - Leased Comm Building Acct 6390-03	\$143.33
6659.02 0621	6/16/2021	001 013 518 20 47 02	GG-Utilities for Rentals	Sewer - 12308 17th Pl NE Acct 6659-02	\$86.00
6664.01 0621	6/16/2021	001 012 572 20 47 00	CS- Library-Utilities	Sewer - Library Acct 6664-01	\$86.00
6666.01 0621	6/16/2021	001 012 575 30 47 00	CS- Museum - Utilities	Sewer - N Lakeshore Dr Acct 6666-01	\$86.00
6670.02 0621	6/16/2021	001 013 518 20 47 02	GG-Utilities for Rentals	Sewer - Butler Property Act 6670-02	\$86.00
6671.01 0621	6/16/2021	001 013 518 20 47 00	GG-Utilities	Sewer - City Hall Acct 6671-01	\$86.00
6810.01 0621	6/16/2021	001 012 575 50 47 00	CS- Pavillion - Utilities	Sewer - The Mill Acct 6810-01	\$172.00
7002.01 0621	6/16/2021	001 010 576 80 47 00	PK-Utilities	Sewer - North Cove Park Restroom 7002-01	\$86.00
8710.03 0621	6/16/2021	001 008 521 50 47 00	LE-Facility Utilities	Sewer - Police Training Bldg Acct 8710-03	\$86.00
9902.01 0621	6/16/2021	001 008 521 50 47 00	LE-Facility Utilities	Sewer - Grade Rd Acct 9902-01	\$86.00
					<b>\$2,043.21</b>

**Vendor: Lake Stevens Sewer District**

**Check Number: 53425**

Invoice No	Check Date	Account Number	Account Name	Description	Amount
25008	6/16/2021	301 016 595 30 60 03	17005- 24th St & 91st Ext	Engineering Fees 91st Ave SE & 24th St SE	\$984.07
					<b>\$984.07</b>

**Vendor: Land Development Consultants Inc**

**Check Number: 53426**

Invoice No	Check Date	Account Number	Account Name	Description	Amount
23589	6/16/2021	302 010 594 76 61 03	PM -20th SE Fields/Poweline TR	Powerline Trail Design	\$4,474.76
					<b>\$4,474.76</b>

**Vendor: Lechner**

**Check Number: 53427**

Invoice No	Check Date	Account Number	Account Name	Description	Amount
061921 LECHNER	6/16/2021	001 000 362 00 00 17	North Cove Park - Rental	Refund - North Cove Park Rental Lechner 06/19/21	\$75.00
					<b>\$75.00</b>

**Vendor: Lemay Mobile Shredding Inc**

**Check Number: 53428**

Invoice No	Check Date	Account Number	Account Name	Description	Amount
4705159	6/16/2021	001 008 521 20 41 01	LE-Professional Serv-Fixed	Shredding Services PD	\$24.66
					<b>\$24.66</b>

**Vendor: Loftin**

**Check Number: 53429**

Invoice No	Check Date	Account Number	Account Name	Description	Amount
060621 LOFTIN	6/16/2021	001 000 362 00 00 17	North Cove Park - Rental	Refund - North Cove Park Rental Loftin 06/06/21	\$40.00
					<b>\$40.00</b>

**Vendor: Method Barricade & Construction Supply LLC**

**Check Number: 53430**

Invoice No	Check Date	Account Number	Account Name	Description	Amount
14650	6/16/2021	001 010 576 80 31 00	PK-Operating Costs	Signs - Water Feature	\$54.50
					<b>\$54.50</b>

**Vendor: Mumma**

**Check Number: 53431**

Invoice No	Check Date	Account Number	Account Name	Description	Amount
060221 MUMMA	6/16/2021	001 007 559 30 43 00	PB-Travel & Mtgs	Reimburse - Hotel WABO Business Meeting - Mumma	\$487.13
					<b>\$487.13</b>

**Vendor: Nationwide Retirement Solution**

**Check Number: 0**

Invoice No	Check Date	Account Number	Account Name	Description	Amount
061021	6/16/2021	001 000 282 00 00 00	Payroll Liability Retirement	Employee Portion-Nationwide	\$3,993.36
					<b>\$3,993.36</b>

**Vendor: Nelson Distributing Inc**

**Check Number: 53432**

Invoice No	Check Date	Account Number	Account Name	Description	Amount
0764603-IN	6/16/2021	101 016 542 30 32 00	ST-Fuel	Fuel	\$1,410.18
0764603-IN	6/16/2021	001 007 558 50 31 02	PL-Permit Related Op. Costs	Fuel	\$235.03
0764603-IN	6/16/2021	001 010 576 80 32 00	PK-Fuel Costs	Fuel	\$470.06
0764603-IN	6/16/2021	001 008 521 20 32 00	LE-Fuel	Fuel	\$1,175.15
0764603-IN	6/16/2021	410 016 531 10 32 00	SW-Fuel	Fuel	\$1,410.18
					<b>\$4,700.60</b>

**Vendor: New York Life**

**Check Number: 53372**

Invoice No	Check Date	Account Number	Account Name	Description	Amount
061021	6/8/2021	001 000 284 00 00 00	Payroll Liability Other	Whole LIfe Insurance Premiums	\$199.00
					<b>\$199.00</b>

**Vendor: New York Life EFT**

**Check Number: 0**

Invoice No	Check Date	Account Number	Account Name	Description	Amount
061021	6/16/2021	001 003 514 20 20 00	CC-Benefits	Life/Disability Ins Premiums	\$50.17
061021	6/16/2021	001 007 558 50 20 00	PL-Benefits	Life/Disability Ins Premiums	\$340.13
061021	6/16/2021	001 013 518 30 20 00	GG-Benefits	Life/Disability Ins Premiums	\$140.47
061021	6/16/2021	001 002 513 11 20 00	AD-Benefits	Life/Disability Ins Premiums	\$57.47
061021	6/16/2021	410 016 531 10 20 00	SW-Benefits	Life/Disability Ins Premiums	\$548.48
061021	6/16/2021	101 016 542 30 20 00	ST-Benefits	Life/Disability Ins Premiums	\$408.17
061021	6/16/2021	001 005 518 10 20 00	HR-Benefits	Life/Disability Ins Premiums	\$84.98
061021	6/16/2021	001 006 518 80 20 00	IT-Benefits	Life/Disability Ins Premiums	\$118.04
061021	6/16/2021	001 007 559 30 20 00	PB-Benefits	Life/Disability Ins Premiums	\$229.50
061021	6/16/2021	001 010 576 80 20 00	PK-Benefits	Life/Disability Ins Premiums	\$175.31
061021	6/16/2021	001 004 514 23 20 00	FI-Benefits	Life/Disability Ins Premiums	\$181.01
061021	6/16/2021	001 008 521 20 20 00	LE-Benefits	Life/Disability Ins Premiums	\$1,451.45
					<b>\$3,785.18</b>

**Vendor: NMC Franchising LLC**

**Check Number: 53433**

Invoice No	Check Date	Account Number	Account Name	Description	Amount
169760	6/16/2021	001 008 521 50 48 00	LE-Facility Repair & Maint	Janitorial Services - Police Dept	\$1,257.00
169760	6/16/2021	001 013 518 20 41 00	GG-Professional Service	Janitorial Services - VIC	\$155.00
169760	6/16/2021	001 007 558 50 41 00	PL-Professional Servic	Janitorial Services - City Hall	\$55.50

169760	6/16/2021	001 013 518 20 41 00	GG-Professional Service	Janitorial Services - City Hall	\$55.50
169760	6/16/2021	101 016 542 30 41 02	ST-Professional Service	Janitorial Services - City Hall	\$55.50
169760	6/16/2021	001 007 559 30 41 00	PB-Professional Srv	Janitorial Services - City Hall	\$55.50
169760	6/16/2021	001 010 576 80 41 00	PK-Professional Services	Janitorial Services - City Hall	\$55.50
169760	6/16/2021	001 012 575 50 41 00	CS- Pavillion - Janitorial	Janitorial Services - The Mill	\$183.00
169760	6/16/2021	410 016 531 10 41 01	SW-Professional Services	Janitorial Services - City Hall	\$55.50
169760	6/16/2021	001 013 518 20 47 02	GG-Utilities for Rentals	Janitorial Services - 1819 S Lake Stevens Rd	\$160.00
					<b>\$2,088.00</b>

**Vendor: O Reilly Auto Parts**

**Check Number: 53434**

Invoice No	Check Date	Account Number	Account Name	Description	Amount
2960-258317	6/16/2021	001 008 521 20 48 00	LE-Repair & Maintenance Equip	Wiper Blades	\$48.81
					<b>\$48.81</b>

**Vendor: Office of the State Treasurer**

**Check Number: 53435**

Invoice No	Check Date	Account Number	Account Name	Description	Amount
0521 STATE	6/16/2021	633 000 586 00 00 01	State Court Remit	State Court Fees 05-2021	\$20,941.28
0521 STATE	6/16/2021	633 000 589 30 00 03	State Building Permit Remit	Building Code Fees 05-2021	\$593.00
					<b>\$21,534.28</b>

**Vendor: Outcomes by Levy LLC**

**Check Number: 53436**

Invoice No	Check Date	Account Number	Account Name	Description	Amount
2021-05-LS	6/16/2021	001 013 511 70 40 00	Lobbying Services	Legislative/Regulatory Consulting 05-2021	\$4,800.00
					<b>\$4,800.00</b>

**Vendor: Pape Machinery Inc**

**Check Number: 53437**

Invoice No	Check Date	Account Number	Account Name	Description	Amount
4M 260814 S	6/16/2021	411 016 594 31 60 00	Decant Facility Project	2021 John Deer 444L Wheel Loader	\$149,951.65
					<b>\$149,951.65</b>

**Vendor: Perteet Inc**

**Check Number: 53438**

Invoice No	Check Date	Account Number	Account Name	Description	Amount
20110012.0027-2	6/16/2021	001 007 558 50 41 04	Permit Related Professional Sr	On-Call - Townhomes Wetland Review Task Order 27	\$1,496.96
					<b>\$1,496.96</b>

**Vendor: Pilchuck Equipment Rental and Sales**

**Check Number: 53439**

Invoice No	Check Date	Account Number	Account Name	Description	Amount
111901C	6/16/2021	302 010 594 76 61 12	PM - North Cove Phase 3	Scissor Lift Rental	\$508.47
117743	6/16/2021	410 016 531 10 31 02	SW-Operating Costs	Air Filters	\$39.24
					<b>\$547.71</b>

**Vendor: Plantas Nativa LLC**

**Check Number: 53440**

Invoice No	Check Date	Account Number	Account Name	Description	Amount
040121 PLANTAS	6/16/2021	302 010 576 90 31 00	Tree Replacement Expenditures	Restoration Plantings for Row House Property	\$1,146.79
					<b>\$1,146.79</b>

**Vendor: Proforce Marketing Inc**

**Check Number: 53441**

Invoice No	Check Date	Account Number	Account Name	Description	Amount
451343	6/16/2021	001 008 521 20 31 05	LE-Equipment - New Officers	Prong Flash Hider Adapter New Hire - PO #1824	\$262.56
					<b>\$262.56</b>

**Vendor: Rain Tree & Sea LLC**

**Check Number: 53442**

Invoice No	Check Date	Account Number	Account Name	Description	Amount
0047	6/16/2021	112 012 594 73 63 00	Art - Public Art Acquisition	Farmers Market Chalk Board Art Design 1	\$163.80
					<b>\$163.80</b>

**Vendor: Rexel USA Inc**

**Check Number: 53443**

Invoice No	Check Date	Account Number	Account Name	Description	Amount
1Q11042	6/16/2021	302 010 594 76 61 12	PM - North Cove Phase 3	Aluminum/Main Breaker	\$1,101.41
1Q46516	6/16/2021	001 010 576 80 31 00	PK-Operating Costs	Connector/PVC Adapters/Liquidtight Reel	\$75.61
					<b>\$1,177.02</b>

**Vendor: Right On Heating & Sheet Metal Inc**

**Check Number: 53444**

Invoice No	Check Date	Account Number	Account Name	Description	Amount
27503	6/16/2021	001 012 569 00 48 00	CS- Senior Services R&M	Service Call - Senior Center	\$383.68
					<b>\$383.68</b>

**Vendor: Sherwin-Williams Co**

**Check Number: 53445**

Invoice No	Check Date	Account Number	Account Name	Description	Amount
3914-0	6/16/2021	001 010 576 80 31 00	PK-Operating Costs	Paint	\$71.49
3934-8	6/16/2021	101 016 544 90 31 02	ST-Operating Cost	Wire Roller/Chip Brush/Tray	\$19.42
8276-3	6/16/2021	001 010 576 80 31 00	PK-Operating Costs	Credit - Paint	<b>(\$168.56)</b>
8508-9	6/16/2021	001 010 576 80 31 00	PK-Operating Costs	Powerhouse-Cedar/Adv Formula	\$6.09
8805-9	6/16/2021	001 010 576 80 31 00	PK-Operating Costs	Paint	\$74.58
9144-4	6/16/2021	101 016 544 90 31 02	ST-Operating Cost	Paint	\$230.36
					<b>\$233.38</b>

**Vendor: Smarsh Inc**

**Check Number: 53446**

Invoice No	Check Date	Account Number	Account Name	Description	Amount
INV00659288	6/16/2021	510 006 518 80 49 05	LR - Smarsh	Archiving Platform	\$717.60
					<b>\$717.60</b>

**Vendor: Snohomish County 911**

**Check Number: 53447**

Invoice No	Check Date	Account Number	Account Name	Description	Amount
3622	6/16/2021	001 008 528 00 41 00	LE - SNO911	Dispatch Services	\$30,214.17
					<b>\$30,214.17</b>

**Vendor: Snohomish County Dept of Info Services**

**Check Number: 53448**

Invoice No	Check Date	Account Number	Account Name	Description	Amount
1000557017	6/16/2021	510 006 518 80 49 12	LR - Datacenter Rack Spc SnoCo	Annual Technology/GIS Services	\$5,197.50
					<b>\$5,197.50</b>

**Vendor: Snohomish County Diking District 2**

**Check Number: 53449**

Invoice No	Check Date	Account Number	Account Name	Description	Amount
2021 DIKING	6/16/2021	410 016 553 50 41 00	SW-Diking District Contrib	ILA Accommodating Suregace Water in Diking District 2	\$30,000.00 <b>\$30,000.00</b>

**Vendor: Snohomish County Public Works**

**Check Number: 53450**

Invoice No	Check Date	Account Number	Account Name	Description	Amount
I000556694	6/16/2021	101 016 542 64 48 00	ST-Traffic Control - R&M	Signal/Sign Repair & Maint 04-2021	\$5,213.38 <b>\$5,213.38</b>

**Vendor: Snohomish County Public Works Solid Waste**

**Check Number: 53451**

Invoice No	Check Date	Account Number	Account Name	Description	Amount
21194	6/16/2021	101 016 544 90 31 02	ST-Operating Cost	Latex/Oil Based Paint Disposal	\$44.00
21194	6/16/2021	410 016 531 10 31 02	SW-Operating Costs	Latex/Oil Based Paint Disposal	\$44.00
21194	6/16/2021	001 010 576 80 31 00	PK-Operating Costs	Latex/Oil Based Paint Disposal	\$44.00 <b>\$132.00</b>

**Vendor: Snohomish County PUD**

**Check Number: 53452**

Invoice No	Check Date	Account Number	Account Name	Description	Amount
100519001	6/16/2021	001 010 576 80 47 00	PK-Utilities	203582010 Lundein Restrooms Water	\$1,809.54
100519001	6/16/2021	001 012 557 30 40 01	CS- VIC Utilities	203582010 Visitor Information Center Electric	\$65.77
100519001	6/16/2021	001 010 576 80 47 00	PK-Utilities	203582010 Lundein Restrooms Electric	\$146.29
100519001	6/16/2021	101 016 542 63 47 00	ST-Lighting - Utilities	203582010 Street Lights	\$22.49
100520649	6/16/2021	001 010 576 80 47 00	PK-Utilities	222947715 Hartford Industrial Electric/Water	\$231.52
100520649	6/16/2021	101 016 543 50 47 00	ST-Utilities	222947715 Hartford Industrial Electric/Water	\$231.52
100520649	6/16/2021	410 016 531 10 47 00	SW-Utilities	222947715 Hartford Industrial Electric/Water	\$231.53
105576050	6/16/2021	001 013 518 20 47 00	GG-Utilities	222931883 Row Club Electric 12308 17th Pl NE	\$32.74
115475103	6/16/2021	410 016 531 10 47 00	SW-Utilities	202340527 Decant Yard	\$19.95
115475103	6/16/2021	001 010 576 80 47 00	PK-Utilities	202340527 Decant Yard	\$19.93
115475103	6/16/2021	101 016 543 50 47 00	ST-Utilities	202340527 Decant Yard	\$19.93
141828701	6/16/2021	101 016 542 63 47 00	ST-Lighting - Utilities	202988481 Street Lights	\$149.47
145157339	6/16/2021	001 010 576 80 47 00	PK-Utilities	222191314 20th St Ballfield Water	\$53.18
151747858	6/16/2021	001 012 575 30 47 00	CS- Museum - Utilities	200558690 N Lakeshore Dr Electric/Water	\$54.44
161359122	6/16/2021	101 016 542 63 47 00	ST-Lighting - Utilities	203731153 Traffic Signals	\$132.48 <b>\$3,220.78</b>

**Vendor: Snohomish County Treasurer**

**Check Number: 53453**

Invoice No	Check Date	Account Number	Account Name	Description	Amount
0521 TREASURER	6/16/2021	633 000 586 00 00 02	Crime Victims Comp - SnoCo	Crime Victims Compensation 05-2021	\$320.26 <b>\$320.26</b>

**Vendor: Sound Equipment Rental & Sales**

**Check Number: 53454**

Invoice No	Check Date	Account Number	Account Name	Description	Amount
19990	6/16/2021	302 010 594 76 61 12	PM - North Cove Phase 3	Track Loader/Flail Mower Rentals	\$2,163.64 <b>\$2,163.64</b>

**Vendor: Sound Publishing Inc**

**Check Number: 53455**

Invoice No	Check Date	Account Number	Account Name	Description	Amount
EDH927713	6/16/2021	302 010 594 76 61 12	PM - North Cove Phase 3	RFB Festival Street	\$156.80
EDH928357	6/16/2021	001 013 518 30 41 01	GG-Advertising	Civil Service Comm Meeting 05/27/2021	\$30.80
EDH928513	6/16/2021	001 007 558 50 41 03	PL-Advertising	LUA2020-0189 Amend to LSMC Marijuana Facilities	\$131.60
EDH928673	6/16/2021	001 013 518 30 41 01	GG-Advertising	Ordinance 1120	\$28.00
EDH928674	6/16/2021	001 007 558 50 31 02	PL-Permit Related Op. Costs	LUA2021-0089 Row House Addition	\$75.60
EDH928776	6/16/2021	001 013 518 30 41 01	GG-Advertising	CC Workshop Cancellation 06/01/2021	\$18.20
EDH929050	6/16/2021	001 007 558 50 31 02	PL-Permit Related Op. Costs	LUA2021-0070 Ness New Boat Lift	\$79.80
EDH929232	6/16/2021	001 007 558 50 41 03	PL-Advertising	LUA2021-0087 LS Outlet Channel Dredging	\$106.40
EDH929671	6/16/2021	001 007 558 50 31 02	PL-Permit Related Op. Costs	LUA2021-0078 Hartford Industrial Lot 6/7	\$88.20
EDH929672	6/16/2021	001 007 558 50 41 03	PL-Advertising	LUA2021-0097 Davies Beach Dock Replacement	\$85.40
					<b>\$800.80</b>

**Vendor: Sound Security Inc**

**Check Number: 53456**

Invoice No	Check Date	Account Number	Account Name	Description	Amount
1012951	6/16/2021	001 008 521 20 41 01	LE-Professional Serv-Fixed	Access/Instrusion/Fire/Elevator Monitoring PD 06-2021	\$1,125.00
1012952	6/16/2021	001 008 521 20 41 01	LE-Professional Serv-Fixed	Fire Monitoring 06-2021 - 10518 18th St SE	\$65.00
					<b>\$1,190.00</b>

**Vendor: Stericycle Inc**

**Check Number: 53457**

Invoice No	Check Date	Account Number	Account Name	Description	Amount
3005567009	6/16/2021	001 008 521 20 41 01	LE-Professional Serv-Fixed	Hazardous Waste Disposal	\$32.38
					<b>\$32.38</b>

**Vendor: Stone**

**Check Number: 53458**

Invoice No	Check Date	Account Number	Account Name	Description	Amount
060821 STONE	6/16/2021	001 000 389 90 00 00	Refunds or Overpayments	Refund-Overpayment for Lundeen Shelter Rental 06/11/21-Stone	\$5.00
					<b>\$5.00</b>

**Vendor: Stowe**

**Check Number: 53459**

Invoice No	Check Date	Account Number	Account Name	Description	Amount
008 CITY CIVIC	6/16/2021	303 013 594 18 60 01	Civic Center	Civic Center Consultant Services 05-2021	\$8,604.18
					<b>\$8,604.18</b>

**Vendor: StreetScan**

**Check Number: 53460**

Invoice No	Check Date	Account Number	Account Name	Description	Amount
10577	6/16/2021	101 016 595 61 63 01	ST-Sidewalk Capital Project	Data Collection/Mobilization Fee	\$15,079.50
					<b>\$15,079.50</b>

**Vendor: Teamsters Local No 763**

**Check Number: 53373**

Invoice No	Check Date	Account Number	Account Name	Description	Amount
061021	6/8/2021	001 000 284 00 00 00	Payroll Liability Other	Union Dues	\$1,140.00
					<b>\$1,140.00</b>

**Vendor: Teamsters Welfare Trust Dental EFT**

**Check Number: 0**

Invoice No	Check Date	Account Number	Account Name	Description	Amount
061021	6/16/2021	001 000 283 00 00 00	Payroll Liability Medical	Teamsters Dental Premium	\$2,476.80 <b>\$2,476.80</b>

**Vendor: Technological Services Inc**

**Check Number: 53461**

Invoice No	Check Date	Account Number	Account Name	Description	Amount
19981	6/16/2021	001 008 521 20 48 00	LE-Repair & Maintenance Equip	Trailer Service PW36	\$775.44
20119	6/16/2021	001 008 521 20 48 00	LE-Repair & Maintenance Equip	New Tire PT-20-87	\$182.12 <b>\$957.56</b>

**Vendor: TransUnion Risk and Alternative Data Solutions Inc**

**Check Number: 53462**

Invoice No	Check Date	Account Number	Account Name	Description	Amount
4016011-202105-1	6/16/2021	001 008 521 20 41 01	LE-Professional Serv-Fixed	TILO - Information Gathering Services	\$81.76 <b>\$81.76</b>

**Vendor: Trinity Contractors Inc**

**Check Number: 53463**

Invoice No	Check Date	Account Number	Account Name	Description	Amount
PROGRESS 9 DF	6/16/2021	411 016 594 31 60 00	Decant Facility Project	Hartford Decant Facility Project 18037	\$6,007.00
PROGRESS 9 NC2	6/16/2021	302 010 594 76 61 01	PM - North Cove Capital	North Cove Phase II Project 19012	\$150,707.10 <b>\$156,714.10</b>

**Vendor: ULINE**

**Check Number: 53464**

Invoice No	Check Date	Account Number	Account Name	Description	Amount
134019091	6/16/2021	001 010 576 80 31 00	PK-Operating Costs	Open Top Steel Drum/Steel Dome Lid	\$2,264.88 <b>\$2,264.88</b>

**Vendor: UPS**

**Check Number: 53465**

Invoice No	Check Date	Account Number	Account Name	Description	Amount
0000074Y42221	6/16/2021	001 008 521 20 42 00	LE-Communication	Evidence Shipping	\$15.72 <b>\$15.72</b>

**Vendor: Vantagepoint Transfer Agents - 108991**

**Check Number: 53374**

Invoice No	Check Date	Account Number	Account Name	Description	Amount
061021	6/8/2021	001 000 282 00 00 00	Payroll Liability Retirement	ICMA Deferred Comp - Employer Contribution	\$412.35 <b>\$412.35</b>

**Vendor: Vantagepoint Transfer Agents - 307428**

**Check Number: 53375**

Invoice No	Check Date	Account Number	Account Name	Description	Amount
061021	6/8/2021	001 000 282 00 00 00	Payroll Liability Retirement	ICMA Deferred Comp - Employee Contribution	\$1,771.67 <b>\$1,771.67</b>

**Vendor: Verizon Northwest**

**Check Number: 53466**

Invoice No	Check Date	Account Number	Account Name	Description	Amount
9880978550	6/16/2021	001 002 513 11 42 00	AD-Communications	Wireless Phone Service Admin	\$42.02
9880978550	6/16/2021	001 007 559 30 42 00	PB-Communication	Wireless Phone Service Building	\$338.12
9880978550	6/16/2021	001 005 518 10 42 00	HR-Communications	Wireless Phone Service HR	\$89.04
9880978550	6/16/2021	001 006 518 80 42 00	IT-Communications	Wireless Phone Service IT	\$301.41
9880978550	6/16/2021	001 010 576 80 42 00	PK-Communication	Wireless Phone Service PW	\$601.56
9880978550	6/16/2021	410 016 531 10 42 00	SW-Communications	Wireless Phone Service PW	\$601.57
9880978550	6/16/2021	001 007 558 50 42 00	PL-Communication	Wireless Phone Service Planning	\$341.16
9880978550	6/16/2021	101 016 543 30 42 00	ST-Communications	Wireless Phone Service PW	\$601.57
9880978550	6/16/2021	001 003 514 20 42 00	CC-Communications	Wireless Phone Service Clerk	\$42.02
9880978550	6/16/2021	001 001 511 60 42 00	Legislative - Communication	Wireless Phone Service Council	\$294.14
9880978550	6/16/2021	001 001 513 10 42 00	Executive - Communication	Wireless Phone Service Executive	\$42.02
					<b>\$3,294.63</b>

**Vendor: WABO**

**Check Number: 53467**

Invoice No	Check Date	Account Number	Account Name	Description	Amount
5732	6/16/2021	001 007 559 30 49 01	PB-Staff Development	Registration - WABO Conference - Mumma	\$105.00
					<b>\$105.00</b>

**Vendor: Washington Assoc of Sheriffs and Police Chiefs**

**Check Number: 53468**

Invoice No	Check Date	Account Number	Account Name	Description	Amount
DUES2021-00476	6/16/2021	001 008 521 20 49 00	LE-Dues & Memberships	Associate Dues - Ubert/Brooks	\$150.00
INV029836	6/16/2021	001 008 521 40 49 01	LE-Registration Fees	Registration - WASPC 2021 Spring Conf Kennewick - Dyer	\$300.00
					<b>\$450.00</b>

**Vendor: Washington State Support Registry**

**Check Number: 0**

Invoice No	Check Date	Account Number	Account Name	Description	Amount
061021	6/16/2021	001 000 284 00 00 00	Payroll Liability Other	Employee Paid Child Support	\$544.50
					<b>\$544.50</b>

**Vendor: Wave Broadband**

**Check Number: 53469**

Invoice No	Check Date	Account Number	Account Name	Description	Amount
103946401-0008853	6/16/2021	001 007 559 30 42 00	PB-Communication	Telephone Service	\$60.89
103946401-0008853	6/16/2021	001 005 518 10 42 00	HR-Communications	Telephone Service	\$60.90
103946401-0008853	6/16/2021	001 007 558 50 42 00	PL-Communication	Telephone Service	\$396.03
103946401-0008853	6/16/2021	001 004 514 23 42 00	FI-Communications	Telephone Service	\$121.79
103946401-0008853	6/16/2021	001 012 575 50 42 00	CS- Pavillion - Communication	Telephone Service	\$60.90
103946401-0008853	6/16/2021	101 016 543 30 42 00	ST-Communications	Telephone Service Shop	\$350.46
103946401-0008853	6/16/2021	510 006 518 80 49 04	LR - WaveBroadband Fiber Lease	Fiber Leases	\$632.70
103946401-0008853	6/16/2021	001 002 513 11 42 00	AD-Communications	Telephone Service	\$60.90
103946401-0008853	6/16/2021	001 012 575 30 42 00	CS- Museum - Communications	Telephone Service Museum	\$60.89
103946401-0008853	6/16/2021	001 006 518 80 42 00	IT-Communications	Telephone Service	\$182.69
103946401-0008853	6/16/2021	001 003 514 20 42 00	CC-Communications	Telephone Service	\$121.79
103946401-0008853	6/16/2021	001 008 521 20 42 00	LE-Communication	Telephone Service	<b>\$2,071.30</b>

103946401-0008853	6/16/2021	001 013 518 20 42 00	GG-Communication	Telephone Service	\$243.59
103946401-0008853	6/16/2021	410 016 531 10 42 00	SW-Communications	Telephone Service Shop	\$350.46
					<b>\$4,775.29</b>

**Vendor: Welch Comer & Associates Inc**

**Check Number: 53470**

Invoice No	Check Date	Account Number	Account Name	Description	Amount
55000020-009	6/16/2021	309 016 595 61 60 02	Sidewalk Cap - 117th Ave NE	Preliminary Design 117th Ave Sidewalk	\$3,074.00
					<b>\$3,074.00</b>

**Vendor: Western Conference of Teamsters Pension Trust**

**Check Number: 53376**

Invoice No	Check Date	Account Number	Account Name	Description	Amount
061021	6/8/2021	001 000 282 00 00 00	Payroll Liability Retirement	Employee Contributions - Teamster Pension	\$3,365.60
					<b>\$3,365.60</b>

**Vendor: Whitney**

**Check Number: 53471**

Invoice No	Check Date	Account Number	Account Name	Description	Amount
060521 WHITNEY	6/16/2021	001 000 362 00 00 17	North Cove Park - Rental	Refund - North Cove Park Rental Whitney 06/05/21	\$75.00
					<b>\$75.00</b>

**Vendor: Willards Pest Control Co**

**Check Number: 53472**

Invoice No	Check Date	Account Number	Account Name	Description	Amount
360462	6/16/2021	001 013 518 20 41 00	GG-Professional Service	Odorous House Ants - Senior Center	\$212.55
360636	6/16/2021	001 008 521 50 48 00	LE-Facility Repair & Maint	All Nuisance Ants - PD	\$130.80
					<b>\$343.35</b>

**Vendor: WM Corporate Services Inc**

**Check Number: 53473**

Invoice No	Check Date	Account Number	Account Name	Description	Amount
0869455-4968-0	6/16/2021	001 008 521 50 47 00	LE-Facility Utilities	Dumpster Service - Police Conference Center	\$387.98
0869455-4968-0	6/16/2021	001 013 518 20 47 02	GG-Utilities for Rentals	Dumpster Service - 1825 S Lake Stevens Rd Comm	\$387.98
					<b>\$755.96</b>

**Vendor: Yarkut**

**Check Number: 53474**

Invoice No	Check Date	Account Number	Account Name	Description	Amount
052121 YARKUT	6/16/2021	001 007 559 30 49 01	PB-Staff Development	Reimburse - Registration WACE Conf - Yarkut	\$20.00
					<b>\$20.00</b>

**Vendor: Ziply Fiber**

**Check Number: 53475**

Invoice No	Check Date	Account Number	Account Name	Description	Amount
0621 ZIPLY	6/16/2021	001 012 575 30 42 00	CS- Museum - Communications	Telephone Services Museum	\$216.22
0621 ZIPLY	6/16/2021	101 016 542 64 47 00	ST-Traffic Control -Utility	Traffic Control Modem	\$61.29
					<b>\$277.51</b>



LAKE STEVENS CITY COUNCIL  
**STAFF REPORT**

**Council Agenda Date:** June 22, 2021

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**Subject:** 2021 On-Call Engineering Services

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<b>Contact</b>	Eric Durpos	<b>Budget</b>	NA
<b>Person/Department:</b>	Public Works	<b>Impact:</b>	

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**RECOMMENDATION(S)/ACTION REQUESTED OF COUNCIL:** Authorize the Mayor to execute a Master Professional Service Agreement for on-call engineering services with qualified firms listed with a term to end December 31, 2022.

**SUMMARY/BACKGROUND:** City staff seeks to enter into updated on-call professional engineering services last completed in 2018 that expired in December 2020. This will assist with technical services for various small size projects and emergency services.

The City released a request for qualifications (RFQ) for professional engineering firms to provide various general and specialized engineering services in an on-call capacity. The intent is to pre-select engineering professionals to use for services up to \$75,000 per calendar year.

Thirty three statements of qualifications (SOQ) were submitted. Three staff members from Public Works reviewed each SOQ based on the consultant's qualifications, experience, and personnel. Of the submittals, 13 firms were selected: Krazan, DCG, David Evans, KBA, LDC, Welch Comer, Metron, Transpo Group, Robinson Noble, Perteet, Century West, Harmsen, and Pace. By contracting with multiple firms this will give the City alternatives to determine which firm is the best fit for the services needed for the task.

This action provides pre-approval for the use of the selected consultants. When a consultant is intended to be used for a service, the City and consultant will enter into a "Project Specific" Professional Service Supplemental Agreement (PSSA). A PSSA is limited to an amount not to exceed \$75,000.00 per calendar year. The city-adopted Procurement Policy will be followed for each individual PSSA.

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**APPLICABLE CITY POLICIES:** City adopted Procurement Policy.

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**BUDGET IMPACT:**

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**ATTACHMENTS:**

- Exhibit A: Master On-Call Contract

CITY OF LAKE STEVENS  
PUBLIC WORKS MASTER UNIT PRICED  
CONTRACT FOR \_\_\_\_\_

THIS Master On – Call Public Works Contract ("Contract") is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between and the City of Lake Stevens, a municipal corporation ("City") and \_\_\_\_\_, a Washington corporation ("Contractor").

WHEREAS, the City desires on-call \_\_\_\_\_ services; and

WHEREAS, the City solicited a written Bid Proposal for the Contract; and

WHEREAS, the City received no responses to the Bid Proposals for the Contract and has solicited several local Contractors; and

WHEREAS, \_\_\_\_\_ has responded with interest to provide these services; and

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

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

1. Scope of Work-the Project.

The Contractor shall perform, carry out and complete the on-call electrical services as assigned per INDIVIDUAL TASK APPROVAL ORDER FORM (Exhibit A) in accordance with this Contract and the incorporated Contract Documents specified in Section 2. Each Task/Project shall be completed per the completion date on the INDIVIDUAL TASK APPROVAL ORDERFORM.

2. Contract Documents.

In addition to Contractor's attached Bid Proposal, the following documents are incorporated into the Contract by this reference:

- a. \_\_\_\_\_ Request for Proposal/Bid and Bid Documents
- b. \_\_\_\_\_ Proposal/Bid Submittal (attached)
- c. \_\_\_\_\_ Plans and Contract Drawings.
- d. \_\_\_\_\_ INDIVIDUAL TASK APPROVAL ORDER FORM
- e. \_\_\_\_\_ Prevailing Wage Rates
- f. \_\_\_\_\_ 2014 Standard Specifications for Road, Bridge, and Municipal Construction (WSDOT/APWA) ("Standard Specifications") (referenced but not attached).
- g. \_\_\_\_\_ 2010 APWA Supplement General Special Provisions (referenced but not attached).
- h. \_\_\_\_\_ Addenda (if any).

In the event of any inconsistencies or conflicts between the language of this Contract and these

incorporated documents, the language of the Contract shall prevail over the language of the documents.

**3. Commencement of Work.**

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

- a. The Contract has been signed and fully executed by the parties.
- b. The Contractor has provided the City with the certificates of insurance required under Section 22.
- c. The Contractor has obtained a City of Lake Stevens Business License.
- d. The Contractor has provided the City with satisfactory documentation that Contractor is licensed and bonded as a contractor in the Washington State.
- e. City has issued INDIVIDUAL TASK APPROVAL ORDER FORM

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

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

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

**5. Payment for Project.**

a. Total Contract Sum for Project. Excluding approved changes orders, the City shall pay the Contractor for satisfactory completion of the INDIVIDUAL TASK APPROVAL ORDER FORM Projects under the Contract a total Contract Sum not to exceed \$35,000 for INDIVIDUAL TASK APPROVAL ORDER FORM Projects and not to exceed \$75,000 total for all INDIVIDUAL TASK APPROVAL ORDER FORM Projects under this Contract per calendar year. Work shall be in accordance with the bid price in Contractor's Bid Proposal and including all applicable Washington State Sales Tax. The total INDIVIDUAL TASK APPROVAL ORDER FORM Project sum includes all expenses and costs incurred in planning, designing and constructing the INDIVIDUAL TASK APPROVAL ORDER FORM Project, including, but not limited to, applicable sales and use taxes, costs and expenses for overhead, profit, labor, materials, supplies, permits, subcontractors, consultants, and professional services necessary to construct and complete the Project.

b. Payments shall be for Performance of Project Work. Payments for work provided hereunder shall be made following the performance of such work, unless otherwise permitted by law and approved in writing by the City. No payment shall be made for any work rendered by the Contractor except as identified and set forth in this Contract.

c. Right to Withhold Payments if Work is Unsatisfactory. If during the course of the Contract, the work rendered does not meet the requirements set forth in the Contract, the Contractor shall correct or modify the required work to comply with the requirements of the Contract. The City shall have the right to withhold payment for such work until it meets the

requirements of the Contract.

d. Payments. Progress payments shall be based on the timely submittal by the Contractor of the City's standard payment request form. The form shall be appropriately completed and signed by the Contractor. Applications for payment not signed and/or completed shall be considered incomplete and ineligible for payment consideration. The City shall initiate authorization for payment after receipt of a satisfactorily completed payment request form and shall make payment to the Contractor within approximately thirty (30) calendar days thereafter. Progress payments shall be subject to withholding in accordance with subsection (f) below.

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

f. Final Payment. As each INDIVIDUAL TASK APPROVAL ORDER FORM Project is a public works project under \$35,000, the City shall not require a payment and performance bond nor withhold statutory retainage under RCW Chapter 60.28. However, the parties agree that the City shall not make the Final Payment to the Contractor on any INDIVIDUAL TASK APPROVAL ORDER FORM Project under this Contract until the Public Works Director has issued a Final Acceptance of INDIVIDUAL TASK APPROVAL ORDER FORM Project and the following has occurred:

- i. Affidavits of Wages Paid for the Contractor and all Subcontractors are on file with the City.
- ii. An Affidavit by the Contractor is on file with the City that sums due from the Contractor and all Subcontractors to the Washington State Department of Revenue, Employment Security Department, and Department of Labor and Industries for all taxes and penalties due or to become due with respect to this Contract have been paid.
- iii. Releases from all of Contractor's subcontractors and/or suppliers have been provided to the City, before the period for filing claims by said subcontractors and/or suppliers has expired without claims being filed.
- iv. The Contractor shall provide the City with proof that insurance required under Section 22 remains in effect.
- v. Statement of Intent to Pay Prevailing Wages. The Contractor shall provide the City with a copy of the Contractor's Intent to Pay Prevailing Wages prior to Payment. Affidavits of payment of Prevailing Wage shall be submitted after completion of each INDIVIDUAL TASK APPROVAL ORDER FORM Project.

g. Final Acceptance. Final Acceptance of the Project occurs when the Public Works Director has determined that the Project is one hundred percent (100%) complete and has been constructed in accordance with the Plans and Specifications.

h. Payment in the Event of Termination. In the event this Contract is terminated by either party, the Contractor shall not be entitled to receive any further amounts due under this Contract until the work specified in the INDIVIDUAL TASK APPROVAL ORDER FORM Project – Scope of Work is satisfactorily completed, as scheduled, up to the date of termination. At such

time, if the unpaid balance of the amount to be paid under the INDIVIDUAL TASK APPROVAL ORDER FORM Project exceeds the expense incurred by the City in finishing the work, and all damages sustained by the City or which may be sustained by the City or which may be sustained by the reason of such refusal, neglect, failure or discontinuance of Contractor performing the work, such excess shall be paid by the City to the Contractor. If the City's expense and damages exceed the unpaid balance, Contractor and his surety shall be jointly and severally liable therefore to the City and shall pay such difference to the City. Such expense and damages shall include all reasonable legal expenses and costs incurred by the City to protect the rights and interests of the City under the Contract.

i. Maintenance and Inspection of Financial Records. The Contractor and its subcontractors shall maintain reasonable books, accounts, records, documents and other evidence pertaining to the costs and expenses allowable, and the consideration paid under this Contract, in accordance with reasonable and customary accepted accounting practices. All such books of account and records required to be maintained by this Contract shall be subject to inspection and audit by representatives of City and/or of the Washington State Auditor at all reasonable times, and the Contractor shall afford the proper facilities for such inspection and audit to the extent such books and records are under control of the City, and all Project Contracts shall similarly provide for such inspection and audit rights. Such books of account and records may be copied by representatives of City and/or of the Washington State Auditor where necessary to conduct or document an audit. The Contractor shall preserve and make available all such books of account and records in its control for a period of three (3) years after final payment under this Contract, and Bunker Repair Project subcontracts shall impose similar duties on the subcontractors.

6. Term of Contract.

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

7. Termination of Contract.

a. Except as otherwise provided under this Contract, either party may terminate this Contract upon ten (10) working days' written notice to the other party in the event that said other party is in default and fails to cure such default within that ten-day period, or such longer period as provided by the non-defaulting party. The notice of termination shall state the reasons therefore and the effective date of the termination.

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

8. Status of Contractor.

The Contractor is a licensed, bonded and insured contractor as required and in accordance with the laws of the State of Washington. Contractor is acting as an independent contractor in the performance of each and every part of this Contract and INDIVIDUAL TASK APPROVAL ORDER FORM Project. No officer, employee, volunteer, and/or agent of either party shall act on behalf of or represent him or herself as an agent or representative of the City. Contractor and its officers, employees, volunteers,

agents, contractors and/or subcontractors shall make no claim of City employment nor shall claim against the City any related employment benefits, social security, and/or retirement benefits. Nothing contained herein shall be interpreted as creating a relationship of servant, employee, partnership or agency between Contractor and the City.

9. Permits.

The City will obtain and cover the City issued permits for INDIVIDUAL TASK APPROVAL ORDER FORM Projects. Other permits that may be required outside of the City's requirements are the responsibility of the Contractor to obtain and the Contractor will apply for, pay for and obtain any and all additional City, county, state and federal permits necessary to commence, construct and complete the INDIVIDUAL TASK APPROVAL ORDER FORM Project. All required permits and associated costs shall be included in the Total sum for the INDIVIDUAL TASK APPROVAL ORDER FORM Project.

10. Business License Required.

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

11. Work Ethic.

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

12. City Ownership of Work Products.

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

13. Job Safety.

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

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

14. Prevailing Wages.

Contractor shall pay its employees, and shall require its subcontractors to pay their employees,

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

15. Taxes and Assessments.

The Contractor shall be solely responsible for compensating its employees, agents, and/or subcontractors and for paying all related taxes, deductions, and assessments, including, but not limited to, applicable use and sales taxes, federal income tax, FICA, social security tax, assessments for unemployment and industrial injury, and other deductions from income which may be required by law or assessed against either party as a result of this Contract.

16. Nondiscrimination Provision.

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

17. The Americans with Disabilities Act.

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

18. Compliance With Law.

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

19. Guarantee of Work.

a. The Contractor guarantees and warrants all of its work, materials, and equipment provided and utilized for this Project to be free from defects for a period of one (1) year from the date of

final acceptance of the INDIVIDUAL TASK APPROVAL ORDER FORM Project work. The Contractor shall remedy any defects in its INDIVIDUAL TASK APPROVAL ORDER FORM Project work, and the materials, and equipment utilized in the INDIVIDUAL TASK APPROVAL ORDER FORM Project and pay for any damages resulting therefrom which shall appear within a period of one (1) year from the date of final acceptance of the INDIVIDUAL TASK APPROVAL ORDER FORM Project work unless a longer period is specified. The City will give notice of observed defects with reasonable promptness.

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

c. The Contractor shall also provide the City with manufacturer's warranties for all components, materials and equipment installed as part of the INDIVIDUAL TASK APPROVAL ORDER FORM Project.

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

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

**21. Indemnification and Hold Harmless.**

a. The Contractor shall indemnify, defend and hold the City, its elected officials, agents, officers and/or employees and volunteers harmless from and against any and all claims, demands, liabilities, losses, costs, damages or expenses of any nature whatsoever (including all costs and attorneys' fees) to or by third parties arising from, resulting from or connected with the work and services performed or to be performed under this Contract by the Contractor and/or its directors, officers, agents, employees, consultants, and/or subcontractors to the fullest extent permitted by law and subject to the limitations provided below.

b. The Contractor's duty to indemnify the City for liability for damages arising out of bodily injury to persons or damage to property caused by or resulting from the concurrent negligence of (a) the City and/or its elected officials, agents, officers and/or employees, and (b) the Contractor and/or its directors, officers, agents, employees, consultants, and/or subcontractors, shall apply only to the extent of negligence of Contractor and/or its directors, officers, agents, employees, consultants, and/or subcontractors.

c. The Contractor specifically and expressly waives any immunity that may be granted it under the Washington State Industrial Insurance Act, Title 51 RCW, as provided in RCW 4.24.115. The indemnification obligation under this Contract shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable to or for any third party under workers compensation acts, disability benefits acts, or other employee benefits acts; provided the Contractor's waiver of immunity by the provisions of this paragraph extends only to claims against the

Contractor by the City and does not include, or extend to, any claims by the Contractor's employees directly against Contractor. The obligations of Contractor under this subsection have been mutually negotiated by the parties hereto, and Contractor acknowledges that the City would not enter into this Contract without the waiver thereof of Contractor.

d. Nothing contained in this section or Contract shall be construed to create a liability or a right of indemnification by any third party.

e. The provisions of this section shall survive the expiration or termination of this Contract with respect to any event occurring prior to such expiration or termination.

22. Insurance.

The Contractor shall procure, and maintain for the duration of the Contract, insurance against claims for injuries to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the Contractor, their agents, representatives, employees or subcontractors. Failure by the Contractor to maintain the insurance as required shall constitute a material breach of contract upon which the City may, after giving five (5) working days' notice to the Contractor to correct the breach, immediately terminate the Contract or at its discretion, procure or renew such insurance and pay any and all premiums in connection therewith, with any sums so expended to be repaid to the City on demand, or at the sole discretion of the City, off set against funds due the Contractor from the City.

a. Minimum Scope of Insurance.

The Contractor shall obtain insurance of the types described below:

- i. Automobile Liability insurance covering all owned non-owned, hired and leased vehicles. Coverage shall be written on at least as broad as Insurance Services Office (ISO) form CA Automobile 00 01 or a substitute form providing equivalent liability coverage. If necessary, the policy shall be endorsed to provide contractual liability coverage.
- ii. Commercial General Liability insurance shall be written on at least as broad as ISO occurrence form CG 00 01 and shall cover liability arising from premises, operations, stop gap liability, independent contractors, products-completed operations, personal injury and advertising injury, and liability assumed under an insured contract. The Commercial General Liability insurance shall be endorsed to provide the per project general aggregate limit using ISO form CG 25 03 05 09 or an equivalent endorsement. There shall be no exclusion for liability arising from explosion, collapse or underground property damage. The City shall be named as an additional insured under the Contractor's Commercial General Liability insurance policy with respect to the work performed for the City using ISO Additional Insured endorsement CG 20 10 10 01 and Additional Insured- Completed Operations endorsement CG 20 37 10 01 or substitute endorsements providing at least as broad of coverage.
- iii. Workers' Compensation coverage as required by the Industrial Insurance laws of the State of Washington.

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

b. Minimum Amounts of Insurance

The Contractor shall maintain the following Insurance limits:

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

c. Other Insurance Provisions.

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

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

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

e. Verification of Coverage.

The Contractor shall furnish the City with original certificates and a copy of the amendatory endorsements, including but not necessarily limited to the additional insured endorsement, evidencing the Automobile Liability and Commercial General Liability insurance of the Contractor before commencement of the work. Throughout the term of this Contract, the Contractor shall provide the City with proof of insurance upon request by the City.

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

f. Contractor's Insurance for Other Losses.

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

g. Subcontractors.

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

h. Waiver of Subrogation.

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

i. Notice of Cancellation of Insurance.

In the event that the Contractor receives notice (written, electronic or otherwise) that any of the above required insurance coverage is being cancelled and/or terminated, the Contractor shall immediately (within forty-eight (48) hours) provide written notification of such cancellation/termination to the City.

23. Assignment and Subcontractors.

a. The Contractor shall not assign this Contract or any interest herein, nor any money due to or to become due hereunder, without first obtaining the written consent of the City.

b. The Contractor shall not subcontract any part of the services to be performed hereunder without first obtaining the consent of the City and complying with the provisions of this section.

c. In the event the Contractor does assign this Contract or employ any subcontractor, the Contractor agrees to bind in writing every assignee and subcontractor to the applicable terms and conditions of the Contract documents and INDIVIDUAL TASK APPROVAL ORDER FORM.

d. The Contractor shall, before commencing any work on any INDIVIDUAL TASK APPROVAL ORDER FORM Project, notify the City in writing of the names of any proposed

subcontractors. The Contractor shall not employ any subcontractor or other person or organization (including those who are to furnish the principal items or materials or equipment), whether initially or as a substitute, against whom the City may have reasonable objection. Each subcontractor or other person or organization shall be identified in writing to the City by the Contractor prior to the date INDIVIDUAL TASK APPROVAL ORDER FORM Project to this Contract is signed by the Contractor. Acceptance of any subcontractor or assignee by the City shall not constitute a waiver of any right of the City to reject defective work or work not in conformance with the contract documents. If the City, at any time, has reasonable objection to a subcontractor or assignee, the Contractor shall submit an acceptable substitute.

e. The Contractor shall be fully responsible for all acts and omissions of its assignees, subcontractors and of persons and organization directly or indirectly employed by it and of persons and organizations for whose acts any of them may be liable to the same extent that it is responsible for the acts and omissions of person directly employed by it.

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

24. Severability.

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

b. If any provision of this Contract or INDIVIDUAL TASK APPROVAL ORDER FORM Project is in direct conflict with any statutory provision of the State of Washington, that provision which may conflict shall be deemed inoperative and null and void insofar as it may conflict, and shall be deemed modified to conform to such statutory provision.

25. Integration and Supersession.

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

26. Non-Waiver.

A waiver by either party hereto of a breach of the other party hereto of any covenant or condition of this Contract shall not impair the right of the party not in default to avail itself of any subsequent breach thereof. Leniency, delay or failure of either party to insist upon strict

performance of any Contract, covenant or condition of this Contract, or to exercise any right herein given in any one or more instances, shall not be construed as a waiver or relinquishment of any such Contract, covenant, condition or right.

27. Survival.

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

28. Contract Representatives and Notices.

This Contract shall be administered for the City by the City's Contract Representative Barb Stevens, and shall be administered for the Contractor by the Contractor's Contract Representative Insert Name of Contractor Representative. Unless stated otherwise herein, all notices and demands shall be in writing and sent or hand-delivered to the parties at their addresses as follows:

To the City:

City of Lake Stevens  
Attn: City Clerk  
1812 Main Street (physical address)  
Post Office Box 257 (mailing address)  
Lake Stevens, WA 98258  
425-334-1012

To the Contractor:

Company Name  
Attn: \_\_\_\_\_  
Mailing Address  
City, State ZIP  
Telephone: \_\_\_\_\_

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

29. Third Parties.

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

30. Governing Law.

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

31. Venue.

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

32. Attorney Fees.

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

33. Authority.

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

34. Counterparts and Signatures.

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

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

CITY OF LAKE STEVENS

CONTRACTOR COMPANY NAME

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

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

Approved as to Form:

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

Acknowledgement of Waiver of Contractor's Industrial Insurance Immunity:

\_\_\_\_\_  
City Signature

\_\_\_\_\_  
Contractor Signature

Exhibit A

INDIVIDUAL TASK ORDER FORM NO. \_\_\_\_\_  
TO CITY OF LAKE STEVENS  
MASTER NON-EXCLUSIVE ON-CALL PUBLIC WORKS  
CONTRACT FOR \_\_\_\_\_

This INDIVIDUAL TASK ORDER No. \_\_\_\_\_ is made and entered into on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ between the City of Lake Stevens, hereinafter called the "City" and \_\_\_\_\_ hereinafter called "Contractor"

This agreement is made pursuant to and in compliance with the City of Lake Stevens Master Non-Exclusive On-Call Public Works Contract for \_\_\_\_\_ Services dated \_\_\_\_\_, 20\_\_\_\_, following a Request for Bid awarded on \_\_\_\_\_, 20\_\_\_\_.

WITNESSETH THAT:

WHEREAS, the parties hereto have previously entered into the City of Lake Stevens Master Non-Exclusive On-Call Public Works Contract for \_\_\_\_\_ Services dated \_\_\_\_\_, 20\_\_\_\_, following a Request for Bid awarded on \_\_\_\_\_, 20\_\_\_\_; and

WHEREAS, both parties desire to implement \_\_\_\_\_ service work project pursuant to the City of Lake Stevens Master Non-Exclusive On-Call Public Works Contract for \_\_\_\_\_ Services dated \_\_\_\_\_, 20\_\_\_\_,

NOW, THEREFORE, in consideration of the terms, conditions, covenants and performance contained herein or attached and incorporated, and made a part hereof, the parties hereto agree as follows:

Each and every provision of the City of Lake Stevens Master Non-Exclusive On-Call Public Works Contract for \_\_\_\_\_ dated \_\_\_\_\_, 20\_\_\_\_ (Contract), shall remain in full force and effect, and the INDIVIDUAL TASK ORDER IS AS FOLLOWS:

1. The Scope of Services for this INDIVIDUAL TASK ORDER FORM NO. \_\_\_\_\_ is as follows:

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(or as set forth in attached Exhibit 1)

Performance of the services shall be subject to the terms and conditions of the Contract.

2. INDIVIDUAL TASK APPROVAL ORDER FORM No. \_\_\_\_\_ Project completion date is \_\_\_\_\_, 20\_\_\_\_.

3. Additional specifications and requirements may be attached to this form (see attached Exhibit 2) and are incorporated into the City of Lake Stevens Master Non-Exclusive On-Call Public Works Contract for \_\_\_\_\_ Services dated \_\_\_\_\_, 20\_\_\_\_.

4. Pursuant to Contract Paragraph 5. Payment for Project.

The Contractor agrees to perform the services and provide the material described above for the amount not to exceed \$ \_\_\_\_\_, unless modified by the City in a signed written subsequent INDIVIDUAL TASK ORDER APPROVAL FORM. In no event shall the INDIVIDUAL TASK ORDER FORM project sum exceed \$35,000.

Work shall be in accordance with the bid price in Contractor's Bid Proposal incorporated by herein by this reference and including all applicable Washington State Sales Tax. The total INDIVIDUAL TASK APPROVAL ORDER FORM Project sum includes all expenses and costs incurred in planning, designing and constructing the INDIVIDUAL TASK APPROVAL ORDER FORM Project, including, but not limited to, applicable sales and use taxes, costs and expenses for overhead, profit, labor, materials, supplies, permits, subcontractors, consultants, and professional services necessary to construct and complete the Project.

5. The Total Amount payable to the Contractor under the Contract is summarized as follows:

Original City of Lake Stevens Master Non-Exclusive On-Call Public Works Contract for Electrician Services dated \_\_\_\_\_, 20\_\_\_\_, Authorized Amount not to exceed per the duration of the Contract: **\$75,000.00**

INDIVIDUAL TASK APPROVAL ORDER FORM No. \_\_\_\_\_ \$ \_\_\_\_\_

(List other INDIVIDUAL TASK APPROVAL ORDER FORM No. as they are implemented.)

Grand Total of INDIVIDUAL TASK APPROVAL ORDER FORMS: \$ \_\_\_\_\_

Balance Remaining under City of Lake Stevens Master Non-Exclusive On-Call Public Works Contract for \_\_\_\_\_ Services dated \_\_\_\_\_, 20\_\_\_\_: \$ \_\_\_\_\_

IN WITNESS WHEREOF, the parties hereto have executed this INDIVIDUAL TASK APPROVAL ORDER FORM as of the day and year first above written.

CITY OF LAKE STEVENS

CONTRACTOR COMPANY NAME

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

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

ATTEST/AUTHENTICATED:

\_\_\_\_\_  
Kelly Chelin, City Clerk

Exhibit 1 -INDIVIDUAL TASK ORDER FORM NO.  
Scope of Work and Costs

Exhibit 2 - INDIVIDUAL TASK ORDER FORM NO.  
Additional specifications and requirements

RATE SHEET



LAKE STEVENS CITY COUNCIL  
**STAFF REPORT**

**Council Agenda Date:** June 22, 2021

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**Subject:** Washington State Department of Corrections Contract

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<b>Contact</b>	Eric Durpos	<b>Budget</b>	Storm
<b>Person/Department:</b>	Public Works	<b>Impact:</b>	

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**RECOMMENDATION(S)/ACTION REQUESTED OF COUNCIL:** Authorize the Mayor to sign Washington State Department of Corrections contract

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**SUMMARY/BACKGROUND:** Public Works utilizes Department of Corrections crew each year to assist with a variety of general labor tasks such as retention pond clean-up, roadside clean-up and maintenance, brush removal, landscaping, and other tasks.

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**APPLICABLE CITY POLICIES:**

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**BUDGET IMPACT:** \$10,000 Annually

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**ATTACHMENTS:**

- Exhibit A: Washington State Department of Corrections contract

## Class IV Work Crew Master Agreement

Between

THE WASHINGTON STATE DEPARTMENT OF CORRECTIONS

And

THE CITY OF LAKE STEVENS

This Master Contract Agreement is entered into by and between the Washington State Department of Corrections, hereinafter referred to as DOC, and the City of Lake Stevens, located at 1812 Main Street, Lake Stevens, WA 98258, hereinafter referred to as the 'RECIPIENT OF THE SERVICES' or 'RECIPIENT'. Legal authority for this Master Contract Agreement is pursuant to RCW 72.09.100 and Chapter 137-80 WAC.

Incarcerated Individuals, also known as 'Workers', who provide services under this Agreement reside in a DOC prison and are under the jurisdiction of the Washington State Department of Corrections.

### 1. PURPOSE

The purpose of this Agreement is to provide the master terms and conditions between the Parties for incarcerated individuals to provide work crew services to the RECIPIENT. Eligibility to receive services is defined in WAC 137-80. No public employees will be displaced as a result of this Agreement.

On December 1, 2020, and after the execution of a new Master Agreement, the terms and conditions contained in this Master Agreement will replace and terminate any previous Work Crew Agreement and Work Project Descriptions between the Parties. For this Master Agreement to be valid it must be signed by the DOC Contracts Administrator or designee on behalf of DOC.

### 2. WORK PROJECT DESCRIPTIONS

Work crew projects are limited to those that can be properly supervised as determined by the Superintendent of the Institution or designee and the RECIPIENT's Contract Manager. Each project is subject to careful review for custody and security requirements. Each distinct project requires a separate Work Project Description that is signed by both Parties to this Agreement. [See Attachment A] The Work Project Description will detail the work to be done, the cost to the RECIPIENT and other specifics of the particular project.

The Institution Superintendent or designee is authorized to sign Work Project Descriptions on behalf of DOC. A Work Project Description may be valid for up to one year but must end prior to or on the same date as this Master Contract Agreement. All services provided under each signed Work Project Description shall be performed pursuant to the terms of this Master Agreement.

### 3. TERM

The term of this Master Agreement shall begin June 01, 2021 and continue through December 31, 2023, unless terminated sooner as provided for herein.

### 4. BILLING and PAYMENT

In consideration of the services provided hereunder, payment to DOC will be as follows:

- A. DOC will invoice the RECIPIENT for payment by the 20th of the month following each month in which incarcerated individuals services were provided. Invoices for payment will include all

direct and indirect charges payable to DOC by the RECIPIENT that were negotiated between the Parties.

- B. Payment by the RECIPIENT, will be due to the DOC address indicated below within 30 calendar days of the date of the invoice. This DOC Master Agreement number and the location of the project for which payment is made must be included with each payment.
- C. DOC will pay the Department of Labor and Industries (L&I) all workers' compensation premiums due under Title 51 RCW for workers providing services under this agreement.
  - 1) Recipients must pay the department for all such workers' compensation premiums under Title 51 RCW.
  - 2) DOC will report, each quarter, for services provided to the RECIPIENT during the previous quarter, to L&I the total number of hours worked under this agreement and pay the total cost due for workers' compensation coverage directly to L&I for those hours.
- D. Addresses to use for Billing and Payment.

- 1) **Billing** - Invoices for payment will be mailed to the address provided by the RECIPIENT:

City of Lake Stevens  
Attn: Accounts Payable  
P.O. Box 257  
Lake Stevens, WA 98258

- 2) **Payment**

- a. **State Agencies Only** - will pay using the following statewide vendor number:  
**SWV0003872-01** [IAP Payment - DOC General Account]
- b. **All Other RECIPIENTS** - will send payment to the address provided by the DOC Community Corrections location from which services were provided.

## 5. TERMINATION

When in its own best interest, either party may terminate this Agreement, in whole or in part, upon 30 days' written notice to the other party, beginning on the second day after mailing such notice. If this Agreement is so terminated each of the Parties shall be liable only in accordance with the terms of this Agreement for services rendered prior to the effective date of termination.

## 6. SELECTION OF INCARCERATED INDIVIDUALS

The Institution will select the Individuals for each work crew. Selection criteria will conform to DOC Policy 700.000, WORK PROGRAMS IN PRISONS, DIRECTIVE III, Eligibility and Selection, as now written or hereafter revised.

## 7. HAZARD ASSESSMENT AND MITIGATION

- A. In accordance with the DOC Office of Risk Management, work generally considered to be dangerous or hazardous may not be performed by incarcerated individuals. (*See Attachment C, Prohibited Work*)
- B. Before incarcerated individuals provide services at any new and distinct project location, the RECIPIENT and DOC will jointly perform a written hazard, safety and security assessment.
- C. The Assessment must be performed in accordance with WAC 296-800-160 (*See Attachment D, Sample Job Safety Analysis Worksheet*).

- D. After the Assessment DOC may 1) agree to the specialized PPE that the Recipient will provide to workers to mitigate the effects of identified hazard(s); 2) request that the Recipient remove or otherwise mitigate some or all of the hazards before workers perform the contracted work; or 3) withdraw from the project.
- E. The RECIPIENT will inform DOC promptly, in writing, if hazardous conditions or materials are found at the project site. If hazardous conditions or materials are discovered while incarcerated individuals are working at RECIPIENT's site, then work will be suspended immediately and RECIPIENT will make appropriate regulatory notifications and request further assessment.

## 8. TOOLS, EQUIPMENT AND SUPPLIES

Aside from the basic work attire, PPE, and Special Equipment provided per DOC policy, the specific tools, equipment and supplies necessary for each project, and the party to the Agreement responsible for providing each item, will be designated in the Work Project Description and JSA for that project.

## 9. TRAINING

- A. The RECIPIENT will train incarcerated individuals regarding the work to perform as well as any safety requirements specific to the project site and in the use of any specialized equipment.
- B. For work performed in one static location, RECIPIENT will provide project and site specific safety, equipment, and PPE training as well as instruction in the use of any specialized equipment. The RECIPIENT will provide such training and instruction on the first day of each new project and again if and whenever the work changes to involve tasks or equipment for which the recipient has not trained the workers.
- C. For the same types of Level one or Level two work performed at successive locations, the RECIPIENT must provide the required training and instruction, described in Section 9(B) above, on the first day of work and again if and whenever the work changes to involve tasks or equipment for which the recipient has not trained the workers.
- D. The RECIPIENT will ensure that all safety training is in compliance with all applicable laws and regulations including, but not limited to, Division of Occupational Safety and Health (DOSH) regulations and the Washington Industrial Safety and Health Act (WISHA).
- E. Training provided by RECIPIENT can be in a variety of forms including, but not limited to, video, audio, electronic, Power Point, or/and printed instruction with illustrations. RECIPIENT provided training may be administered by DOC but source material shall be provided by the RECIPIENT. DOC has the sole discretion to supplement training provided by the RECIPIENT.

## 10. CONTRACT MANAGEMENT

The contract manager(s) for each of the Parties shall be responsible for and shall be the contact person(s) for all communications regarding the performance of this Agreement. Either party may, with written notice to the other, designate different contact persons.

RECIPIENT: Eric Durpos, Contract Manager, 425-662-9441, edurpos@lakestevenswa.gov

DOC: Mariam Isaac, Contract Manager, 360-794-2527, miisaac@doc1.wa.gov

## 11. SUPERVISION & TRANSPORTATION

- A. The Work: Work level definitions are found in the *Class IV Project Matrix*, attached hereto and incorporated by reference as *Attachment B*. The following are supervision requirements pertaining to the Work Project Levels:

1) For Level 1 and 2 Work Projects:

DOC will supervise the work performed, in conformance with training provided by RECIPIENT in accordance with Section 9 above, and maintain daily oversight of the project until completed.

2) For Level 3 Work Projects:

RECIPIENT will supervise the work performed by incarcerated individuals, in conformance with training provided by RECIPIENT in accordance with Section 9 above, and maintain daily oversight of the project until completed.

B. Security: For all work project levels, a Correctional Officer will be present at all times to provide for the security and custody of Incarcerated Individuals and the safety of the public at large.

C. On-Site Illness/Accidents: A first aid qualified Correctional Officer will be present at the worksite at all times. In the event of DOC Individual illness or injury, DOC will provide the appropriate first aid. If necessary, and as available, emergency medical assistance will be called, or the Individual will be transported to the nearest medical facility for treatment.

1) Expenses:

- a) Illness. DOC will pay all expenses related to treatment of DOC Individual illness.
- b) Injury. The cost of treatment provided to incarcerated individuals beyond first aid for any and all work related injuries will be paid in accordance with Title 51 RCW.
- c) The DOC's L&I Account Number, 439,048-35, will be the account number used by incarcerated individuals, DOC and medical providers when reporting incarcerated individuals work related injury.

D. Transportation: DOC has sole responsibility to transport of incarcerated individuals to and from the work project site.

## 12. PUBLIC RELATIONS

Neither party shall arrange for media coverage without the consent of the other party, nor shall either party release information to the media without the consent of the other party. This includes, but is not limited to any reference in print, television, audio, video, and social media without the consent of the other party.

## 13. WORK PRODUCT and PERFORMANCE

Washington State and DOC, including its agents and/or employees:

- A. Are not responsible for, and do not guarantee, the quality of the work performed or products produced by incarcerated individuals on work crews;
- B. Shall not be required to pay other workers to re-do or repair the work performed by the incarcerated individuals; and
- C. Are not responsible for damages to third parties resulting from the work performed or products produced by incarcerated individuals on work crews.
- D. The Recipient will pay all costs agreed to for services rendered under this Agreement, regardless of the quality of the work performed or products produced by the workers.

#### 14. INDEMNIFICATION

- A. RECIPIENT, its agents, and/or employees:
  - 1) Are responsible for any damages resulting from the negligence of the RECIPIENT, its agents, and/or employees; and
  - 2) Will indemnify, defend, and hold harmless DOC for claims arising from the negligent acts or omissions of the RECIPIENT, its agents, and/or employees.
- B. DOC, its agents, and/or employees:
  - 1) Are responsible for damages that arise out of DOC, its agents, and/or employees' negligent security supervision of incarcerated individuals.
- C. In accordance with the laws of the state of Washington and to the extent permitted by law, if both Parties to this Agreement are negligent and jointly liable, each party will assume responsibility for its own negligent acts or omissions.

#### 15. DISPUTES

In the event that a dispute arises under this Agreement, it shall be determined by a Dispute Board in the following manner: Each party to this Agreement shall appoint one member to the Dispute Board. The members so appointed shall jointly appoint an additional member to the Dispute Board. The Dispute Board shall review the facts, Agreement terms and applicable statutes and rules and make a determination of the dispute. The Dispute Board shall thereafter decide the dispute with the majority prevailing.

#### 16. INSURANCE

- A. RECIPIENT shall maintain insurance coverage in full force and effect during the entire term of this Contract as set out below. The insurance required shall be issued by an insurance company authorized to do business within the state of Washington, and shall name the state of Washington, its agents and employees as additional insureds. All policies shall be primary to any other valid and collectable insurance. RECIPIENT shall instruct the insurers to give the Department 30 days advance notice of any insurance cancellation.
- B. Commercial Form General Liability Insurance (contractual liability included) with minimum limits of \$1,000,000.00 for each occurrence and \$2,000,000.00 for general aggregate. If the insurance is written on a claims-made form, it shall continue for three (3) years following termination of this Contract. The insurance shall have a retroactive date of placement prior to or coinciding with the commencement of the Term of this Contract
- C. Except where further described in this Agreement, RECIPIENT will at all times comply with all applicable workers' compensation, occupational disease, and occupational health and safety laws, statutes, and regulations to the full extent applicable. The State will not be held responsible in any way for claims filed by the RECIPIENT or their employees for services performed under the terms of this Contract.
- D. Prior to signature by DOC, the RECIPIENT will provide the DOC with proof of current insurance for each coverage required under the Contract. Such proof shall be sent to Washington State Department of Corrections, Contracts and Legal Affairs at [docclacontracts@doc1.wa.gov](mailto:docclacontracts@doc1.wa.gov) . Contractor shall immediately notify Contracts and Legal Affairs in the event such policy is terminated, canceled, or modified.

## 17. PUBLIC BENEFIT NON-PROFIT

In order to utilize work crew services, RECIPIENTS that are non-profits, must be public benefit non-profits, as defined by the federal Internal Revenue Service (IRS). Those that are public benefit non-profits must provide proof to DOC of official IRS designation as a (501(c)(3) Charitable Organization or a (501(c)(4) Social Welfare Organization.

The RECIPIENT must provide DOC with proof of its IRS public benefit non-profit designation, by providing to the Contract Manager listed in Section 10, CONTRACT MANAGEMENT, above.

## 18. AMENDMENTS AND MODIFICATIONS

Amendments or modifications to this Agreement shall not be binding unless agreed to in writing by the Parties hereto prior to such change or modification. Only the DOC Secretary or designee has the authority to alter, amend, modify, or waive any clause or condition of this Agreement for DOC.

## 19. WAIVER

Waiver of any default or breach shall not be deemed a waiver of any subsequent default or breach. Any waiver shall not be construed to be a modification of the terms of this contract unless stated to be such in writing and signed by authorized representative of the Department.

## 20. SEVERABILITY

The terms and conditions of this Agreement are severable. If any term or condition of this Contract is held invalid by any court, such invalidity shall not affect the validity of the other terms or conditions of this Agreement.

## 21. ENTIRE AGREEMENT

This Agreement, including referenced Attachments, represents all the terms and conditions agreed upon by the Parties. No other understanding or representations, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or to bind any of the Parties hereto. As used herein, reference to the Agreement shall include this Master Agreement, fully executed amendments to this Agreement, and any Work Project Descriptions executed and attached hereto.

THIS Agreement, consisting of six (6) pages and four (4) attachments, is executed by the persons signing below who warrant that they have the authority to execute the Agreement.

**CITY OF LAKE STEVENS**

---

(Signature)

---

(Printed Name)

---

(Title)

---

(Date)

Approved as to Form

By: John C. Dittman, Assistant Attorney General  
Date: December 29, 2020

**DEPARTMENT OF CORRECTIONS**

---

(Signature)

---

Debra Eisen

---

(Printed Name)

---

Contracts Administrator

---

(Title)

---

(Date)

**ATTACHMENT A**

**WASHINGTON STATE DEPARTMENT OF CORRECTIONS**  
**Corrections Center**  
**Prisons Division CLASS IV Work Project Description**

Contract Number: K\_\_\_\_\_

RECIPIENT: \_\_\_\_\_

RECIPIENT is:  Government Entity  State Agency  Public Benefit Nonprofit & Evidence Attached

RECIPIENT Contact: \_\_\_\_\_ Phone: \_\_\_\_\_ Email: \_\_\_\_\_

Department Contact: \_\_\_\_\_ Phone: \_\_\_\_\_ Email: \_\_\_\_\_

Work Project Title: *(describe the work)*

Project Level:  1  2  3

Workers will: *(describe the work)*

Number of Workers on crew: *(insert number)*

Project Location: \_\_\_\_\_

Project Period *(One year maximum)*: \_\_\_\_\_ through \_\_\_\_\_

Projected Total Number of Crew Hours, Number of Workers: \_\_\_\_\_

Minimums for Set Monthly Rate and/or Full or Half Day Rate: \_\_\_\_\_

Approximate Work Hours: Arrive at \_\_\_\_\_ a.m. Depart at \_\_\_\_\_ p.m.

**Special Payment Terms.** Recipient will pay DOC:

1. Transportation Costs: \$\_\_\_\_ to transport Workers;
2. Other direct and indirect costs \$\_\_\_\_; to include (L&I Premiums Rate, Administrative Cost, etc.).

PPE, Tools and Equipment Provided by:

Recipient: \_\_\_\_\_

Specialty PPE, Tools and Equipment Training Provided by Recipient?

DOC: \_\_\_\_\_

JSA Worksheet completed and attached?

Additional Terms:

NAME OF RECIPIENT

DEPARTMENT OF CORRECTIONS

**SAMPLE – DO NOT SIGN**

Signature

**SAMPLE – DO NOT SIGN**

Signature of Superintendent

Title

Institution

Date

Date

*Please email a copy of this Work Project Description to [docclacontracts@doc1.wa.gov](mailto:docclacontracts@doc1.wa.gov) within two (2) calendar days after it is signed by both Parties. THANK-YOU.*

**ATTACHMENT B**

**CLASS IV PROJECT MATRIX**  
**Department of Corrections**  
**Work Projects & Gratuities**

<b>WORK PROJECT TITLE</b>	<b>HOURLY GRATUITY</b>	<b>WORK PROJECTS</b>
<b>LEVEL THREE PROJECTS</b>		
CUTTING FIREWOOD	\$1.50	Labor intensive. Arduous work, difficult terrain and all types of weather. Operating and maintaining tools and equipment such as chainsaws. Handling of fuel for motors. Heavy lifting of timber, logs, rocks, etc. is required.
NOXIOUS WEED REMOVAL	\$1.50	Small infestations may be eradicated mechanically, manually or with a pre-approved herbicide. Methods of mechanical control include pulling, hoeing, mowing, line trimmers, and tillage. Very effective for annual weeds but can be very expensive for large areas when done with hand labor. Hand labor methods are most often used for very small infestations, in environmentally sensitive areas or where difficult terrain or obstructions such as sign posts, guard rails and fences prevent the use of other equipment.
BRUSH CLEARING	\$1.50	Underbrush consists of low growing shrubs, bushes, wild grasses and weeds, examples include scotch broom & blackberries. Clearing brush may expose workers to poison oak, brambles, snakes or other natural hazards. Hand tools such as pruners, clippers, weed eaters and mowers may be used. Work is differentiated from other grounds work by use of heavier equipment including: "brush hogs".
CARPENTRY / CONSTRUCTION	\$1.50	Building, installing, and repairing structures, fixtures, furniture, and other items using different types of materials including wood and steel. Requires working with instructions and schematics from supervisors and utilizing hand and power tools.
STREAM ENHANCEMENT & RESTORATION	\$1.50	Benefits the environment and water quality. Requires use and maintenance of specialized tools and equipment like chainsaws. Requires specialized safety training for terrain and weather conditions, handling of fuel and placement of large rocks to keep stream banks from eroding. Work requires heavy lifting of timber, logs, rocks, etc.
FORKLIFT OPERATION	\$1.25	Forklift operators use machinery to transport various objects at work sites or warehouses, this position requires training and certification prior to independent operation. Due to the nature of the position in working with equipment, this position requires an increased awareness of the surrounding area for safety of persons and property.
WOOD CHIPPING	\$1.25	Workers haul limbs, trunks, branches, and a variety of wood debris to a wood chipper. Workers use the resulting chips in compost mixtures and for landscaping.

<b>LEVEL TWO PROJECTS</b>		
BRIDGE CONSTRUCTION FOR TRAILS	\$1.25	Work is usually in parks and other natural areas where trails and bridges are in need of repair or upgrade. Terrain may be difficult. Work involves taking measurements, laying foundations, digging, building up ground, laying planks for treading and utilizing hand and power tools.
SALMON RESTORATION	\$1.25	Work is normally performed at a fish hatchery and in its ecosystem of pools, ponds, tanks, streams and the surrounding woods/forest environment. Clipping fins is a basic function and is utilized for marking the fish to indicate hatchery origin.  Work such as brush clearing, stream restoration, introducing fish by-products into water sources to achieve nutrient enhancement.
TREE PLANTING	\$1.25	Workers transplant tree seedlings, generally for forestry, reclamation or to prevent streambank erosion. Workers carry sacks of seedlings, utilize hand tools and must navigate rough terrain.
TRAIL CONSTRUCTION	\$1.25	Workers use a variety of hand tools to restructure trails and pathways. Work may include trail drainage, surfacing with a variety of materials (i.e., stone, woodchips, boardwalk, etc.), replacing rails, footings, etc. and removing invasive vegetation or fallen trees from trails.
LITTER PICK-UP & RECYCLING	\$1.25	Some heavy lifting is involved (i.e., appliances, furniture, tires, etc.) as is risk from high traffic areas, ditches, sharps such as syringes, glass, metal, etc., waste products and snakes.
MECHANICAL	\$1.25	Work class is unique in that the individual possesses and uses the necessary skills to perform limited maintenance on mechanical equipment routinely used in the performance of regular duties.
SAND BAGGING	\$1.25	Workers fill burlap or nylon bags with 40-50 pounds of sand and place them as barriers to prevent further erosion on stream banks and to protect homes and structures from flood events.
CLEANING RETENTION PONDS	\$1.25	Crews use hand tools, such as rakes and nets, to remove unwanted vegetation and litter from ponds. Crews also dispose of the debris collected.
<b>LEVEL ONE PROJECTS</b>		
SANDING / SALTING	\$1.00	Crews spread sand and salt on slick/icy surfaces to prevent accidents. Lifting and carrying heavy bags, drums and containers is required. Shovels are used in large areas. Workers fill burlap or nylon bags with 40-50 pounds of sand and place them as barriers to prevent further erosion on stream banks and to protect homes and structures from flood events.
LANDSCAPING	\$1.00	Primarily for re-forestation. Developing or enhancing an area by adding trees, plants or other features. Use of hand and power tools is required. Worker knowledge, skill and experience are critical.
TRUCKS – LOAD/UNLOAD	\$1.00	Workers unload various trucks and pallets. Work requires the ability to work long hours on their feet while repetitively loading and unloading boxes, bags, or misc. items. Work requires little specific training or direction.
GENERAL LABOR	\$1.00	Miscellaneous labor not otherwise categorized. Most tasks require no formal training.

**ATTACHMENT C**

Washington State Department of Corrections  
Statewide Safety Program



**PROHIBITED WORK**

May **NOT** Be Performed By Incarcerated Individuals (Workers)

1. Work requiring the use of a respirator, the exception is a dust mask. Respirators are anything regulated by the National Institute for Occupational Safety and Health (NIOSH), such as an N-95 particle mask, half mask, full face, PAPR or a supplied air respirator.
2. Work involving explosives, including fireworks.
3. Work where there is exposure to X-ray or radioactive isotopes.
4. Work with electrical wires, performing electrical work, working with energized lines, or within 10 feet of an exposed and energized line.
5. Demolition or any other work where there is known or suspected asbestos-containing material, i.e. boats, ships and buildings constructed before 1980.
6. Demolition of boats and ships or any structure which would require work in confined spaces.
7. Work on structures on or over water such as docks and piers.
8. Work requiring the use of hazardous chemicals, i.e. pesticides and herbicides, unless the local government-non-profit agency has certified to the Department that it is in compliance with WAC 296-307-13025 and WAC 296-800-170.
9. Work at any location where there is known or suspected hazardous materials or environmental hazards, i.e. PCBs.
10. Work handling or picking up needles, razor blades, or other sharp objects.
11. Logging or timbering activities, with the exception of Department of Natural Resources work crews and supervised wood cutting/splitting.
12. Work in homeless encampments and/or tent cities, whether populated or not.
13. Workers will not be utilized for crowd control and moving individuals' personal properties

## **ATTACHMENT D**

# **JOB SAFETY ANALYSIS (JSA) WORKSHEET**

Recipient: \_\_\_\_\_

## DOC Matrix - Project Risk Level: \_\_\_\_\_

Recipient JSA Contact: \_\_\_\_\_

Phone: \_\_\_\_\_ Email: \_\_\_\_\_

DOC JSA Contact: \_\_\_\_\_

Phone: \_\_\_\_\_ Email: \_\_\_\_\_

## **DOC Matrix – Work Project Title: \_\_\_\_\_**

**Project Date(s):** \_\_\_\_\_

**Project Location(s):** \_\_\_\_\_

**Contract:** K\_\_\_\_\_

**SPECIAL EQUIPMENT THAT WORKERS WILL USE FOR THIS PROJECT:**

TASK	HAZARDS TYPE	RISK LEVEL	EQUIPMENT	PROVIDER of SPECIAL EQUIP. & TRAIN TO USE

I certify that I performed a hazard assessment, using this form, of the above-named work site. This document constitutes my findings and certification of this hazard assessment. I understand that this document facilitates compliance with the hazard assessment requirements of WAC 296-800-160.

**Recipient JSA Contact**

(Signature) \_\_\_\_\_ Date \_\_\_\_\_

(Printed Name) \_\_\_\_\_ Title \_\_\_\_\_

**Department JSA Contact**

(Signature) \_\_\_\_\_ Date \_\_\_\_\_

(Printed Name) \_\_\_\_\_ Title \_\_\_\_\_

**Instructions:** Please use this form **“as is”** to identify hazards, the ways to eliminate or control them, and what PPE to use to mitigate them.

**Elements/Activities:** Consider all Elements/Activities that are needed to accomplish the specific work project. List each one in Column One.

**Tasks:** In the Task column list the tasks that are necessary to accomplish each element.

**Example:** “operating a table saw” would be an element and “installing a blade” and/or “ripping” would each be separate tasks

**Hazards:** Note any condition at the project site or with the project itself that could potentially cause occupational injury, death, or disease. [At this point, assume that workers are not wearing or otherwise using personal protective equipment. You may choose to detail injuries that could result from each hazard.]

**Examples of hazards include:** working at heights, slippery surfaces, exposed moving machinery parts, fire, explosion, noise, electricity, emissions, chemicals, low oxygen, repetitive tasks, heavy lifting, and exposure to infectious blood borne pathogens.

**Examples of how injuries could occur:** work at heights = falls, broken bones, paralysis, or death; noise exposure = permanent and severe ringing in the ears and/or hearing loss; exposure to chemicals = skin damage and blindness; and working in low oxygen areas = suffocation, unconsciousness and even death.

**Controls:** Note how you will eliminate or minimize the hazard before using PPE.

**Examples of controls include:** Using a safer tool, equipment, or chemical, adding safeguards to machinery, using safer work practices, using local exhaust ventilation for emissions, and enclosing noisy equipment or moving workers away from such equipment to reduce exposure levels.

**Personal Protective Equipment (PPE):** Detail the specific PPE that is needed to protect against each hazard that cannot be eliminated or minimized with controls.

**Distribution:** **ORIGINAL:** DOC Work Unit Supervisor

**COPIES:** 1) Recipient Contact; 2) Facility or CCD Safety Officer; and 3) Attached to CMS contract record by DOC Contract Manager.



LAKE STEVENS CITY COUNCIL  
**STAFF REPORT**

**Council Agenda Date:** May 4, 2021

**Subject:** Urban 3 Contract

<b>Contact Person/Department:</b>	Russ Wright, Comm. Dev. Director	<b>Budget Impact:</b>	\$38,012
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**RECOMMENDATION(S)/ACTION REQUESTED OF COUNCIL:**

Approve Urban 3 proposal, which will require a future budget amendment and authorize the Mayor or designee to enter a contract for professional services.

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**SUMMARY/BACKGROUND:**

As part of this year's long-range work plan, the City Council approved on-going economic development and marketing as a goal and discussed potential focus areas at its retreat including the area near 91<sup>st</sup> west of SR-9 and the Hartford and Machias Industrial areas. The Housing Authority of Snohomish County have engaged Urban 3 to conduct an economic analysis for the county focused on housing. Urban 3 specializes in predicting the economic health of communities with consideration of land value economics, property tax analysis and community design and assign a per acre value. More information on Urban3 is available at the following link: [Urban3: The Value of Downtown - YouTube](#).

In Lake Stevens, Urban 3 will build on the work started with the county and provide a composite report for the entire community's economic health and provide specific value projections and scenario analysis for the city's industrial area, continued redevelopment in the downtown area, recently annexed single-family neighborhoods along the lake and revitalization of the areas near 91<sup>st</sup> west of SR-9. Their proposal is included as **Attachment 1**. Their deliverables will include a report, 3D maps and story boards. As an outcome of the deliverables, the city will have an additional toolkit for decision-making as it prioritizes capital improvements and economic development.

This project is currently unfunded in the 2021 budget. Funds from the latest round of the [American Rescue Plan Act](#) will be used to fund this project subject to a future budget amendment.

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**APPLICABLE CITY POLICIES:** Comprehensive Plan Chapter 6 – Economic Development Element

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**BUDGET IMPACT:** \$38,012 American Rescue Plan Act upon distribution

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**ATTACHMENTS:**

1. Urban 3 Proposal



Cate Ryba  
2 Vanderbilt Place  
Asheville, NC 28801  
828-255-7951 x 209  
cate@urban-three.com

May 6, 2021

Mr. Russell Wright  
Community Development Director  
City of Lake Stevens  
Planning and Community Development  
1812 Main Street | PO Box 257  
Lake Stevens, WA 98258

Re: Economic Analysis for Lake Stevens

Russ:

Thank you for the opportunity to submit our proposal to conduct an Economic Analysis for Lake Stevens as part of our larger analysis within Snohomish County. We look forward to potentially working with your team to provide insights and useful metrics of the fiscal health of your community.

We look forward to hearing thoughts on our proposal, and welcome any questions you and your team may have about our process and deliverables.

Respectfully,

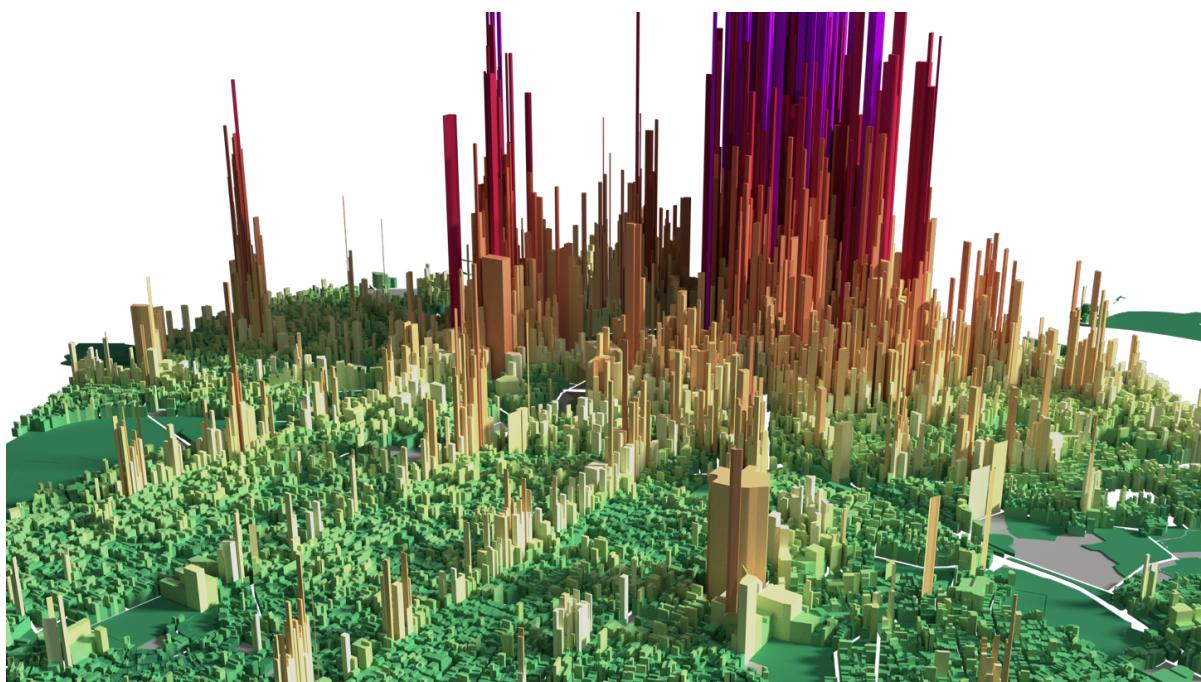
A handwritten signature in black ink that reads "Cate Ryba".

Cate Ryba  
Chief Operating Officer

## WHO IS URBAN3?

Urban3 is a consulting firm specializing in land value economics, property tax analysis and community design. Our approach bridges the gap between economic analysis, public policy and urban design. Our work will empower your community with the ability to promote development patterns that both secure its fiscal condition and create a strong sense of place.

*We provide communities with an in-depth understanding of their financial health and built environment by measuring data and visualizing the results.*



*Taxable Value Per Acre  
Auckland, NZ*

## WHY DOES UNDERSTANDING COMMUNITY FISCAL HEALTH MATTER?

Mapping and analyzing the financial health of a community helps policymakers and practitioners prioritize capital improvements and community design decisions.

Our method simplifies complex information to include everyone in real conversations about community growth. Through our visualizations, communities have the resources to make informed decisions about future development.

Urban3 analyzes the fiscal implications of differential patterns of development down to the level of individual parcels but at the scale of entire communities. This typically entails processing tax assessment data at the county or metropolitan area level and often includes multiple sources of information such as retail sales, income and other economic metrics.

Beyond processing the data itself, Urban3 provides a uniquely comprehensive examination of fiscal health that combines local development history, the implications of policy, and our experience with different finance systems around the world. We also provide analysis and insights on the long term fiscal impact of infrastructure investments.

We have worked with over 170 communities in the United States, New Zealand, Canada and Australia to conduct economic analyses of community fiscal health. Urban3 did not invent the value per acre analysis, but we have helped make it an industry standard for measuring the fiscal health of communities. The value per acre analysis is an invaluable metric in demonstrating the potency of varying land uses within the context of cities and counties. In a sea of data, we believe that a simple method, image, or metric can summarize volumes with clarity.

## THE PEOPLE OF URBAN3



*Joseph Minicozzi, AICP, Principal*

Mr. Minicozzi will lead the team for this project, and present the final results in a public setting, if desired. Under Joe's leadership Urban3's work in pioneering geo-spatial representations of economic productivity has prompted a paradigm shift in understanding the economic potency of urbanism and the value of well-designed cities. Through Joe's direction, our analysts create visualizations to provide communities with the resources to make informed decisions about future development and its financial impacts. Joe is a sought-after lecturer on city planning issues and his work has been featured in numerous journals and at international conferences. In 2018 Joe was on Planetizen's list *The Most Influential Urbanists*.



*Josh McCarty, Lead Geospatial Analyst*

Mr. McCarty will lead the technical side of the project, including data validation and economic analysis. Josh's work focuses on new ways to visualize local finance. At the core of his work is an ongoing effort to quantify, measure, and communicate patterns of urban development and the outcomes of design choices. His work focuses on the intersection of public policy, urban design, and economics.



*Phillip Walters, Senior Analyst and Project Manager*

Phillip Walters, AICP is a senior analyst at Urban3. He brings together the perspectives of economics, data analysis, and good planning to find usable insight. With 8 years of public sector experience and strong analysis skills, he endeavors to help the public understand the underpinnings of how the world around them works and how land use decisions will change their future. Phillip will manage the day-to-day project flow, including scheduling all client calls, meetings and

milestones with the analysts.



*Ori Baber, Geospatial Analyst*

As an analyst with Urban3, Ori leverages his expertise in data science to identify scalable planning practices that produce better urban health and vibrant urban economies. Ori's approach is built on years of prior experience planning, managing and evaluating place-based (re)development initiatives in North Central Florida. Ori will conduct data cleaning, analysis and presentation preparation for any project.



*Cade Justad-Sandberg, Geospatial Analyst*

Cade is an analyst and designer at Urban3. He helps bridge the gap between the quantitative aspects of geographic information systems and the qualitative human factor of cities. Andrew has experience conducting economic analysis for the City of Roswell, GA, the City of Mansfield, TX, Escambia County, FL, and Salt Lake County, UT. Cade will support the team with processing data and analysis throughout the project.



*Cate Ryba, COO, Planner*

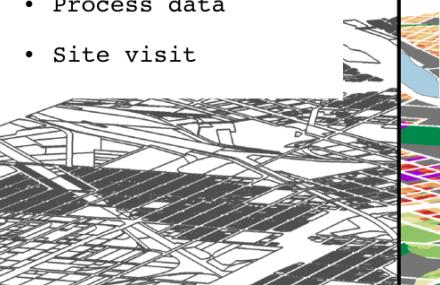
Cate Ryba is a public policy expert, planner, and urban designer. Cate excels at building relationships, public/private partnership strategy, community facilitation, and project management. She has worked in a variety of roles developing dynamic programs and projects for communities and nonprofit organizations to celebrate people and place. She is also a former city councilor, as well as a former city economic development staffer. Cate will work with Phillip on project management tasks.

# LAKE STEVENS' FISCAL HEALTH ANALYSIS

## WHAT IS THE FLOW OF THE PROJECT?

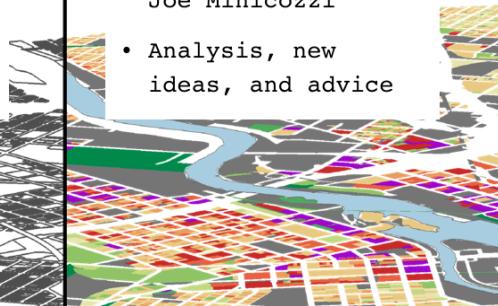
### Phase 1

- Notice to proceed
- Receive GIS data and shapefiles
- Process data
- Site visit



### Phase 2

- Create maps and graphics
- Visual audit with Joe Minicozzi
- Analysis, new ideas, and advice



### Phase 3

- Storyboarding
- Finalize maps and graphics
- Finalize presentation



### Phase 4

- Present the story
- Draft report and client edits
- Finalize report



### START AT THE BEGINNING: WE USE YOUR EXISTING DATA

As part of our ongoing analysis and engagement with the Housing Authority of Snohomish County, we have already gathered all necessary property assessment and parcel data from the Snohomish County Assessor. However we will also work with the appropriate City departments to receive any other data applying to geospatially related revenue streams. This process may include organizing, cleaning and translating the data across many formats, to ensure we can analyze these various revenue streams on an apples-to-apples basis.

Additionally, we will also incorporate sales tax data from the Washington Department of Revenue for our analysis. Urban3 has worked with dozens of communities across the country to obtain and map sales tax data at a spatially meaningful level, while still maintaining business' privacy.

Urban3's analytic method focuses on normalizing tax values on a per-acre basis. Our core process is broken into two phases. First, parcel data with ownership, tax values, exemptions, and building information is cataloged and processed. Many times, there are anomalies in Tax Assessor's files that misrepresent acreage amounts or allocate tax values across multiple semi-related parcels. Our team will dedicate time to correcting and synthesizing different tax parcel data for the City within the County as needed.

Also in this phase, we will review and synthesize all relevant planning documents to potentially incorporate into our analysis. In addition, our project analyst will conduct a virtual site visit. Their work will be to procure data, connect with key members of your team that have the data and can field our questions, as well as make virtual site visits to key properties in the study.

## CREATING YOUR 3D MODEL

After the parcel and all tax data are processed and all errors are corrected, Urban3 will move on to visualizing the information. While we use a variety of visual techniques, the primary method for displaying value per acre and revenue metrics is with ESRI's ArcScene. ArcScene's ability to create three-dimensional representations of land value, tax value and value per acre trends in vertical "spikes" displays a huge amount of information in just a quick glance. Market variability and inequitable tax valuations, and of course, value per acre efficiency across the City will be easily displayed in 3D using ArcScene. Also, tax millage rates will be applied to parcel data to show the amount of taxes each development or area actually pays, versus its assessed tax value. We will utilize our model from our analysis for the Housing Authority of Snohomish County to then focus on Lake Stevens' model within the County.

## WHAT WILL NEW DEVELOPMENT BRING IN LONG TERM TAX REVENUES?

Additionally, we will work with staff to study and focus on identified areas for conducting scenario projections of potential future tax revenues based on varying approaches to build out and density of varying development types. We will visualize the potential values based on a future redevelopment horizon, and calculate the associated tax future revenues for the following areas: the industrial zone, the recently annexed area surrounding the lake, the northbound areas around Highway 9, and finally the commercial area around 91st Avenue Northeast.

## WHICH AREAS WILL BRING THE MOST REVENUE FOR THE LEAST SERVICES?

Our approach will emphasize the localized connection of the obligated public expenses to maintain infrastructure with revenue production within the existing market. When this analysis is not weighed, it is in effect an indirect subsidy creating enormous long-term financial obligations for taxpayers, either increasing local taxes or increasing the incidence of default on maintenance obligations.

Our work will show which areas of the City are the most underperforming from a valuation perspective, but simultaneously has the most tax revenue potential for redevelopment. This will help the City determine where to invest in infrastructure in the near future to get "the best bang for the buck" for future redevelopment. We will use a sample of both common and unique types of development in the City and County at a variety of scales to demonstrate the tax potency of different types of buildings.

## BUILDING YOUR COMMUNITY'S ECONOMIC STORY

Following the data processing and analysis, our analysts work with Mr. Minicozzi to storyboard all the findings. Over a period of days, our staff conducts a deep dive into all the data outputs. From this, we will create a holistic economic story for the City that will illustrate the impacts of various development types on the City's long term municipal finances.

## DELIVERABLES:

- Visualization of the relative economic potency of land uses in the City using both 2D and 3D graphics, including both property and sales tax revenue streams
- The delivery of those models, including a full map package, to all relevant City departments and organizations
- Projections for varying approaches to new housing development and the associated tax revenues based on a 20-year redevelopment horizon
- Value projections and scenario analysis of the industrial area of the city and visualizations of how to maximize the land in the area, including scenarios showing the revenue impact of additional density
- Value projections and scenario analysis of the potential impact of additional redevelopment in the downtown area
- Value projections and scenario analysis of the recently annexed single family neighborhood along the lake and its impact on future tax revenues
- Value projections and scenario analysis of the area around the road improvement project on northbound land on highway 9
- Value projections and scenario analysis of a potential future pedestrian friendly street along 91st avenue northeast showing what increased density could create in revenue
- An isolated analysis of various land use patterns within your community
- Analysis of statewide and local tax systems and creation of graphics to share this information in an easy to understand format with citizens
- An analysis of the taxable vs. nontaxable land in the City
- Comparative analysis of economic potency of different housing typologies, both single family and mixed use
- Comparative analysis of commercial properties by type and their economic potency
- Analysis of jobs and commuting patterns for the municipality utilizing census data
- Land use analysis based on planometric data; amount of roads, parking, buildings and other land (pending data availability)
- Analysis of peer communities in the county by value per acre, total value, population, peak value, peak value to countywide and citywide value per acre
- Land Value to Building Value ratio analysis
- Virtual Presentations and Public Education Sessions by Joe Minicozzi
- An online report, which will contain all graphics created as part of your analysis and an executive level narrative to complement the graphics. This will be completed after final presentations, to ensure staff and citizen feedback can be incorporated into the narrative

## OUTCOMES:

### HOW TO PLAN FOR YOUR COMMUNITY'S FUTURE FINANCIAL HEALTH

The results of our analysis will clearly demonstrate the economic potency of the downtown area within the City, and the City within the County. Because of the scale of the analysis, you will be able to see the economic effects of varying types of development within the

same market. Your community can utilize the findings from the study to inform potential adjustments to public policy to maximize the City's fiscal productivity.

Through our analysis, your team will glean information about the development patterns in the community, leading to stronger decision-making based on the public's return on investment. It is sometimes assumed that budget problems can be solved by creating more growth, yet more growth in unproductive patterns—more cost than revenues—will only increase economic problems. What is needed is an approach that provides transparency regarding the cost of growth and long-term obligations to create a healthy, sustainable fiscal future for your community and the entire region.

### HOW LONG WILL THIS TAKE?

To begin the analysis, our project analyst will conduct a virtual site visit, depending on travel restrictions at the time. Her/his work will be to procure data, connect with key members of your team that have the data and can field our questions, as well as make virtual site visits to key properties in the study. We are comfortable conducting the analysis virtually or in person.

The first phase of the project is the process of gathering and cleaning all data, which takes approximately one month. Upon that process completion, it will take approximately three months to conduct the remainder of the analysis. The final presentations and reports will occur in the fifth month, and the final report will be complete by the sixth month. We will coordinate final presentations along with our work for the Housing Authority of Snohomish County to achieve economies of scale.

### HOW WILL YOU SHARE THE ANALYSIS WITH OUR COMMUNITY?

The goal of our work is threefold. First, the analysis will assist your staff with policy recommendations to councils and planning commissions or land use-related commissions. Second, Urban3 will work with elected and appointed officials to educate them in cumulative economic thinking, allowing them to understand the true costs of development in a visual way as they make policy decisions. Lastly, we will present our final models to the broader community to inform their understanding of the true costs of development and maintenance, and the relationship to taxation.

At the conclusion of the project, Joe Minicozzi will deliver the results of the analysis, most likely virtually. We will rely on your staff to help coordinate and market any public presentations. You know your community best, and you know the critical audiences that need to be engaged. This could be your City Leadership, Chamber, Neighborhood Associations, or general public presentation. Mr. Minicozzi can also conduct workshops with staff and/or Planning Commissioners. Our online meeting software can accommodate up to 250 participants per meeting. The presentations can also be recorded using this software, and used in an ongoing manner.

### WHAT WILL BE THE LASTING IMPACT OF THE ANALYSIS ON OUR COMMUNITY?

The final deliverable will be a report of the analysis findings, either in an online report format or a PDF file. This document can be put on any website, and an executive summary with metrics and benchmarks that can be referred to, year over year.

Additionally, Urban3 will provide the City with 2D and 3D economic models. These will be delivered as a map package in ArcGIS format, and usable by staff. On a 3 to 5 year basis, these models can be updated by staff to show the change in value over time. Additional deliverables will include all final presentations in PowerPoint and PDF format and graphics and text for the final report. We will provide an annotated presentation for ongoing use by city staff, and training for presenting the data and analysis to audiences.

- Residents will understand the financial impact of varying development types on their City's current and future budgets as they provide input in any planning process
- Elected officials will have a data-driven understanding of the City's economic development landscape, enabling them to make informed decisions about future development and policy
- We will provide policy recommendations for creating a more fiscally sustainable approach to future development
- A 3D model of property and sales tax revenues, that can be updated on an annual basis
- The City will understand its role in the economy of the broader County and region, enabling local advocacy efforts

## BUDGET

Task	Position		Total
Data collection & existing conditions	Baber		\$560
	Minicozzi		\$640
Virtual Site visit	McCarty		\$1,020
	Baber		\$1,120
Model processing	Baber		\$1,120
Economic Analysis, Model Analytics & Graphic Creation	McCarty		\$5,440
	Baber		\$4,480
Scenario Projections and Valuation	Baber		\$3,360
	Minicozzi		\$1,920
Storyboarding	Baber		\$3,360
	Minicozzi		\$2,560

Presentation prep	Minicozzi		\$4,480
	Baber		\$2,240
Final presentations	Minicozzi		\$2,560
Project Management	Walters		\$2,880
Administration	Nelis-Masters		\$272
		TOTAL	\$38,012

## STAFF HOURLY RATES 2021

Staff	Position	Hourly	Day Rate	Travel Rate
Joe Minicozzi	Principal	\$320	\$2,560	\$1,280
Cate Ryba	COO/Planner	\$220	\$1,760	\$880
Phillip Walters	Project Manager/Planner	\$180	\$1,440	\$720
Josh McCarty	Lead Analyst	\$170	\$1,360	\$680
Will Creasy	Analyst	\$140	\$1,120	\$560
Ori Baber	Analyst	\$140	\$1,120	\$560
Cade Justad-Sandberg	Analyst	\$100	\$800	\$400
Caitlen Nelis-Masters	Administrative	\$68	-	-



LAKE STEVENS CITY COUNCIL  
**STAFF REPORT**

**Council Agenda**

**Date:** June 22, 2021

**Subject:** 20006 – Festival Street (Mill Spur) Construction Contract Award

<b>Contact</b>	Eric Durpos, Public Works Director and Aaron	<b>Budget</b>	\$2,056,400
<b>Person/Department:</b>	<u>Halverson, Capital Projects Manager</u>	<b>Impact:</b>	<u>Incl. contingency</u>

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**RECOMMENDATION(S)/ACTION REQUESTED OF COUNCIL:** Motion to authorize the Mayor to execute a Public Works Contract with Colacurcio Brothers, Inc. of Blaine, Washington in the amount of \$1,788,174.

**SUMMARY/BACKGROUND:** Bids for this project were opened at 10:00 AM on June 10<sup>th</sup>, 2021. The City received four bids with a low bid from Colacurcio Brothers, Inc. of Blaine, Washington for \$1,788,174.

The work to be performed under this contract consists of constructing a concrete curbless street, concrete plaza, sidewalks, stormwater improvements, timber gateway sign, gates, joint utility trench, street asphalt paving, bike racks, bollards, concrete seat wall, illumination, landscaping, and channelization south of North Cove Park on the west side of Main Street. The project area is approximately 34,300 square feet.

In addition to the construction contract, the City requests a 10% management reserve of \$178,818 and funding for City Staff to perform construction management and project oversight for \$89,408 for a total construction budget of 2,056,400.

The call for bids was advertised on May 19<sup>th</sup> and May 26<sup>th</sup>, 2021 in the Daily Journal of Commerce and the Everett Daily Herald. The City has reviewed bids, verified references for the low bidder and completed debarment checks. The Administration recommends award of this contract.

Construction is anticipated to begin in August 2021. The contract allows 100 working days to complete the required work. The Administration anticipates that the facility will be ready for use in January 2022.

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**APPLICABLE CITY POLICIES:**

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**BUDGET IMPACT:** A budget amendment will be necessary to fund construction of this project. A state grant for \$2 million is anticipated for costs associated with the project. In the meantime, other City funds will be used to fund construction via budget amendment.

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**ATTACHMENTS:**

- ▶ Attachment A: Public Works Contract
- ▶ Attachment B: Bid Summary
- ▶ Attachment C: Project Site Plan

# PUBLIC WORKS CONTRACT

This Contract is made and entered into in duplicate this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_ by and between the City of Lake Stevens, a non-charter code city of the State of Washington, hereinafter referred to as "the City", and Colacurcio Brothers, Inc., a Washington Corporation ("Contractor").

WITNESSETH:

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

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

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

1. Scope of Work.

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

*Festival Street*, Project 20006

in accordance with and as described in

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

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

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

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

- A. Time is of the essence in the performance of this Contract and in adhering to the time frames specified herein. The Contractor shall commence work within ten (10) calendar days after notice to proceed from the City, and said work shall be physically completed within **100** working days after said notice to proceed, unless a different time frame is expressly provided in writing by the City.
- B. If said work is not completed within the time for physical completion, the Contractor may be required at the City's sole discretion to pay to the City liquidated damages as set forth in the Project Manual, for each and every day said work remains uncompleted after the expiration of the specified time.
- C. Termination of Contract.
  - 1. Except as otherwise provided under this Contract, either party may terminate this Contract upon ten (10) working days' written notice to the other party in the event that said other party is in default and fails to cure such default within that ten-day period, or such longer period as provided by the non-defaulting party. The notice of termination shall state the reasons therefore and the effective date of the termination.
  - 2. The City may also terminate this Contract in accordance with the provisions of Section 1-08.10 of the Standard Specifications.

3. Compensation and Method of Payment.

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

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

4. Independent Contractor Relationship.

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

5. Prevailing Wage Requirements.

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

6. Indemnification and Hold Harmless.

A. The Contractor shall defend, indemnify, and hold harmless the City, its officers, officials, employees, and volunteers against and from any and all claims, injuries, damages, losses, or suits, including attorney fees, arising out of or in connection with the performance of this Contract, except for injuries and damages caused by the sole negligence of the City.

B. The Contractor's duty to indemnify the City shall not apply to liability for damages arising out of bodily injury to persons or damage to property caused by or resulting from the sole negligence of the City or its elected officials, agents, officers and/or employees.

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

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

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

7. Insurance.

A. **Insurance Term.**

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

B. **No Limitation**

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

C. **Minimum Scope of Insurance.**

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

1. Automobile Liability insurance covering all owned, non-owned, hired and leased vehicles. Coverage shall be written on at least as broad as Insurance Services Office (ISO) form CA Automobile 00 01 or a substitute form providing

equivalent liability coverage. If necessary, the policy shall be endorsed to provide contractual liability coverage.

2. Commercial General Liability insurance shall be written on at least as broad as ISO occurrence form CG 00 01 and shall cover liability arising from premises, operations, stop gap liability, independent contractors, products-completed operations, personal injury and advertising injury, and liability assumed under an insured contract. The Commercial General Liability insurance shall be endorsed to provide the per project general aggregate limit using ISO form CG 25 03 05 09 or an equivalent endorsement. There shall be no exclusion for liability arising from explosion, collapse or underground property damage. The City shall be named as an additional insured under the Contractor's Commercial General Liability insurance policy with respect to the work performed for the City using ISO Additional Insured endorsement CG 20 10 10 01 and Additional Insured-Completed Operations endorsement CG 20 37 10 01 or substitute endorsements providing at least as broad of coverage.

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

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

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

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

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

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

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

**D. Minimum Amounts of Insurance.**

The Contractor shall maintain the following insurance limits:

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

**E. City Full Availability of Contractor Limits.**

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

**F. Other Insurance Provisions.**

The Contractor's Automobile Liability, Commercial General Liability and Builders Risk insurance policies are to contain, or be endorsed to contain that they shall be primary insurance as respect the City. Any insurance, self-insurance, or self-insured pool coverage maintained by the City shall be excess of the Contractor's insurance and shall not contribute with it.

**G. Acceptability of Insurers.**

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

**H. Verification of Coverage.**

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

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

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

**I. Contractor's Insurance for Other Losses.**

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

**J. Subcontractors.**

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

The Contractor shall cause each and every Subcontractor to provide insurance coverage that complies with all applicable requirements of the Contractor-provided insurance as set forth herein. The Contractor shall ensure that the City is an additional insured on each and every Subcontractor's Commercial General liability insurance policy using an endorsement at least as broad as ISO Additional Insured endorsement ISO CG 20 10 10 01 for ongoing operations and CG 20 37 10 01 for completed operations.

**K. Waiver of Subrogation.**

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

**L. Notice of Cancellation of Insurance.**

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

**M. Failure to Maintain Insurance**

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

**8. Compliance with Laws.**

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

**9. Non-discrimination.**

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

- A. The parties will maintain open hiring and employment practices and will welcome applications for employment in all positions from qualified individuals who are members of the above-stated minorities.
- B. The parties will comply strictly with all requirements of applicable federal, state or local laws or regulations issued pursuant thereto, relating to the establishment of nondiscriminatory requirements in hiring and employment practices and assuring

the service of all patrons and customers without discrimination with respect to the above-stated minority status.

10. Assignment and Subcontractors.

- A. The Contractor shall not assign this Contract or any interest herein, nor any money due to or to become due hereunder, without first obtaining the written consent of the City.
- B. The Contractor shall not subcontract any part of the services to be performed hereunder without first obtaining the consent of the City and complying with the provisions of this section.
- C. In the event the Contractor does assign this contract or employ any subcontractor, the Contractor agrees to bind in writing every assignee and subcontractor to the applicable terms and conditions of the contract documents.
- D. The Contractor shall, before commencing any work, notify the Owner in writing of the names of any proposed subcontractors. The Contractor shall not employ any subcontractor or other person or organization (including those who are to furnish the principal items or materials or equipment), whether initially or as a substitute, against whom the Owner may have reasonable objection. Each subcontractor or other person or organization shall be identified in writing to the Owner by the Contractor prior to the date this Contract is signed by the Contractor. Acceptance of any subcontractor or assignee by the Owner shall not constitute a waiver of any right of the Owner to reject defective work or work not in conformance with the contract documents. If the Owner, at any time, has reasonable objection to a subcontractor or assignee, the Contractor shall submit an acceptable substitute.
- E. The Contractor shall be fully responsible for all acts and omissions of its assignees, subcontractors and of persons and organization directly or indirectly employed by it and of persons and organizations for whose acts any of them may be liable to the same extent that it is responsible for the acts and omissions of person directly employed by it.
- F. The divisions and sections of the specifications and the identifications of any drawings shall not control the Contractor in dividing the work among subcontractors or delineating the work to be performed by any specific trade.
- G. Nothing contained in the contract documents shall create or be construed to create any relationship, contractual or otherwise, between the Owner and any subcontractor or assignee. Nothing in the contract documents shall create any obligation on the part of the Owner to pay or to assure payment of any monies due any subcontractor or assignee.
- H. The Contractor hereby assigns to the City any and all claims for overcharges resulting from antitrust violations as to goods and materials purchased in connection with this Contract, except as to overcharges resulting from antitrust

violations commencing after the date of the bid or other event establishing the price of this Contract. In addition, the Contractor warrants and represents that each of its suppliers and subcontractors shall assign any and all such claims for overcharges to the City in accordance with the terms of this provision. The Contractor further agrees to give the City immediate notice of the existence of any such claim.

- I. In addition to all other obligations of the contractor, if the contractor does employ any approved subcontractor, the contractor shall supply to every approved subcontractor a copy of the form, provided in the project manual, to establish written proof that each subcontract and lower-tier subcontract is a written document and contains, as a part, the current prevailing wage rates. The contractor, each approved subcontractor and each approved lower-tier subcontractor shall complete and deliver the form directly to the City.

11. Contract Administration and Notices.

This Contract shall be administered for the City by the Project Manager, Aaron Halverson, and shall be administered for the Contractor by the Contractor's Contract Representative, Chris Colacurcio, Sec/Treas. Unless stated otherwise herein, all notices and demands shall be in writing and sent or hand-delivered to the parties at their addresses as follows:

To City:

City of Lake Stevens  
Attn: City Clerk  
1812 Main Street (Physical Address)  
Post Office Box 257 (Mailing Address)  
Lake Stevens, WA 98258  
Telephone: 425.622-9400

To Contractor

Colacurcio Brothers, Inc.  
Attn: Chris Colacurcio  
3287 H Street Road  
Blaine, WA 98230  
Telephone: 360-332-4044

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

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

13. Severability

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

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

14. Non-Waiver.

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

15. Survival.

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

16. Authority.

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

17. Counterparts and Signatures.

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

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

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

CITY OF LAKE STEVENS

By: \_\_\_\_\_  
Mayor

Attest:

\_\_\_\_\_  
Kelly Chelin, City Clerk

Approved as to Form:

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

COLACURCIO BROTHERS, INC.

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

City of Lake Stevens Festival Street			
Bid Tabulation			
Project Name:	Lake Stevens Festival Street	Project No.:	20006
Description:	Bid Tabulation	Date:	6/10/2021
		Calc. By:	ABH, EM

SCHEDULE A - FESTIVAL STREET (STATE SALES TAX - RULE 170 APPLIES)											Low Bidder				
Item #	Spec. Section	Item	Units	(Engineer's Estimate)			Granite Construction Company		Welwest Construction, Inc.		Redtail, LLC.		Colacurcio Brothers		
				Quantity	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount	
<b>PREPARATION</b>															
A1	SP 1-04.4 (1)	Minor Change	EST	1	\$ 15,000.00	\$ 15,000.00	\$ 15,000.00	\$ 15,000.00	\$ 15,000.00	\$ 15,000.00	\$ 15,000.00	\$ 15,000.00	\$ 15,000.00	\$ 15,000.00	
A2	SP 1-05-9	Construction Surveying	LS	1	\$ 15,000.00	\$ 15,000.00	\$ 24,440.00	\$ 24,440.00	\$ 10,000.00	\$ 10,000.00	\$ 15,370.00	\$ 15,370.00	\$ 20,000.00	\$ 20,000.00	
A3	SP 1-05.18	Record Drawings	LS	1	\$ 2,000.00	\$ 2,000.00	\$ 2,000.00	\$ 2,000.00	\$ 2,000.00	\$ 2,000.00	\$ 4,500.00	\$ 4,500.00	\$ 2,000.00	\$ 2,000.00	
A4	STD 1-07.15	SPCC Plan	LS	1	\$ 1,500.00	\$ 1,500.00	\$ 500.00	\$ 500.00	\$ 1,000.00	\$ 1,000.00	\$ 5,000.00	\$ 5,000.00	\$ 500.00	\$ 500.00	
A5	SP 1-08.3	Type B progress Schedule	LS	1	\$ 2,000.00	\$ 2,000.00	\$ 1,000.00	\$ 1,000.00	\$ 1,000.00	\$ 1,000.00	\$ 6,500.00	\$ 6,500.00	\$ 1,000.00	\$ 1,000.00	
A6	STD 1-09.7	Mobilization	LS	1	\$ 177,858.00	\$ 177,858.00	\$ 163,000.00	\$ 163,000.00	\$ 100,000.00	\$ 100,000.00	\$ 130,000.00	\$ 130,000.00	\$ 133,790.00	\$ 133,790.00	
A7	STD 2-01	Clearing and Grubbing	LS	1	\$ 3,500.00	\$ 3,500.00	\$ 20,000.00	\$ 20,000.00	\$ 4,000.00	\$ 4,000.00	\$ 20,000.00	\$ 20,000.00	\$ 4,000.00	\$ 4,000.00	
A8	SP 2-02.3	Saw cutting	LF	365	\$ 3.00	\$ 1,095.00	\$ 2.25	\$ 821.25	\$ 4.00	\$ 1,460.00	\$ 10.00	\$ 3,650.00	\$ 6.50	\$ 2,372.50	
A9	SP 2-02.3	Removing Cement Conc. Curb & Gutter	LF	150	\$ 5.00	\$ 750.00	\$ 12.00	\$ 1,800.00	\$ 10.00	\$ 1,500.00	\$ 10.00	\$ 1,500.00	\$ 6.00	\$ 900.00	
A10	SP 2-02.3	Removing Cement Conc. Sidewalk	SY	67	\$ 17.00	\$ 1,139.00	\$ 27.00	\$ 1,809.00	\$ 20.00	\$ 1,340.00	\$ 10.00	\$ 670.00	\$ 14.00	\$ 938.00	
A11	SP 2-02.3	Removing Asphalt Conc. Pavement	SY	191	\$ 10.00	\$ 1,910.00	\$ 17.00	\$ 3,247.00	\$ 15.00	\$ 2,865.00	\$ 85.00	\$ 16,235.00	\$ 11.00	\$ 2,101.00	
A12	SP 2-02.3	Remove Catch Basin & Plug Pipe	EA	2	\$ 700.00	\$ 1,400.00	\$ 1,250.00	\$ 2,500.00	\$ 1,200.00	\$ 2,400.00	\$ 2,500.00	\$ 5,000.00	\$ 350.00	\$ 700.00	
A13	SP 2-02.3	Remove 12" Dia. DI Culvert	LF	26	\$ 18.00	\$ 468.00	\$ 36.00	\$ 936.00	\$ 10.00	\$ 260.00	\$ 250.00	\$ 6,500.00	\$ 15.00	\$ 390.00	
A14	STD 2-03	Roadway Excavation Incl. Haul	CY	1750	\$ 20.00	\$ 35,000.00	\$ 70.00	\$ 122,500.00	\$ 32.00	\$ 56,000.00	\$ 40.00	\$ 70,000.00	\$ 30.00	\$ 52,500.00	
A15	SP 2-10	Dewatering	LS	1	\$ 10,000.00	\$ 10,000.00	\$ 10,900.00	\$ 10,900.00	\$ 500.00	\$ 500.00	\$ 15,000.00	\$ 15,000.00	\$ 2,000.00	\$ 2,000.00	
A16	STD 2-11	Trimming and Cleanup	LS	1	\$ 8,500.00	\$ 8,500.00	\$ 2,730.00	\$ 5,000.00	\$ 5,000.00	\$ 10,000.00	\$ 10,000.00	\$ 1,300.00	\$ 1,300.00		
<b>DRAINAGE</b>															
A17	STD 2-09.3 (2)	Structure Excavation Cl. B Incl. Haul	CY	452	\$ 32.00	\$ 14,464.00	\$ 41.40	\$ 18,712.80	\$ 35.00	\$ 15,820.00	\$ 36.50	\$ 16,498.00	\$ 32.50	\$ 14,690.00	
A18	STD 2-09.3 (3) D	Shoring or Extra Excavation Cl. B	SF	1400	\$ 30.00	\$ 42,000.00	\$ 1.00	\$ 1,400.00	\$ 3.00	\$ 4,200.00	\$ 15.00	\$ 21,000.00	\$ 0.20	\$ 280.00	
A19	STD 7-04	Storm Sewer Pipe SDR35 8 in. Diam	LF	475	\$ 50.00	\$ 23,750.00	\$ 44.00	\$ 20,900.00	\$ 70.00	\$ 33,250.00	\$ 30.00	\$ 14,250.00	\$ 35.00	\$ 16,625.00	
A20	STD 7-04	Storm Sewer Pipe SDR35 6 in. Diam	LF	9	\$ 40.00	\$ 360.00	\$ 250.00	\$ 2,250.00	\$ 60.00	\$ 540.00	\$ 20.00	\$ 180.00	\$ 110.00	\$ 990.00	
A21	STD 7-04	Ductile Iron Storm Sewer 8 in. Diam	LF	265	\$ 65.00	\$ 17,225.00	\$ 90.00	\$ 23,850.00	\$ 80.00	\$ 21,200.00	\$ 45.00	\$ 11,925.00	\$ 52.00	\$ 13,780.00	
A22	STD 7-04	Testing Storm Sewer Pipe	LF	265	\$ 3.00	\$ 795.00	\$ 15.00	\$ 3,975.00	\$ 10.00	\$ 2,650.00	\$ 20.00	\$ 5,300.00	\$ 3.00	\$ 795.00	
A23	STD 7-05	Catch Basin Type 1	EA	14	\$ 1,200.00	\$ 16,800.00	\$ 3,110.00	\$ 43,540.00	\$ 1,500.00	\$ 21,000.00	\$ 850.00	\$ 11,900.00	\$ 2,000.00	\$ 28,000.00	
A24	SP 7-05	Solid Locking Cover	EA	4	\$ 550.00	\$ 2,200.00	\$ 1,150.00	\$ 4,600.00	\$ 700.00	\$ 2,800.00	\$ 750.00	\$ 3,000.00	\$ 400.00	\$ 1,600.00	
A25	SP 7-05	Connect to Drainage Structure	EA	1	\$ 650.00	\$ 650.00	\$ 880.00	\$ 880.00	\$ 800.00	\$ 800.00	\$ 1,350.00	\$ 1,350.00	\$ 600.00	\$ 600.00	
A26	SP 7-06	Modular Wetland Quality Structure #1	EA	1	\$ 108,050.00	\$ 108,050.00	\$ 150,000.00	\$ 160,000.00	\$ 160,000.00	\$ 98,000.00	\$ 98,000.00	\$ 110,000.00	\$ 110,000.00		
A27	SP 7-06	Modular Wetland Quality Structure #2	EA	1	\$ 100,300.00	\$ 100,300.00	\$ 150,000.00	\$ 150,000.00	\$ 150,000.00	\$ 88,000.00	\$ 88,000.00	\$ 100,000.00	\$ 100,000.00		
A28	SP 7-05	ADA Grate For Rectangular Frames	EA	3	\$ 600.00	\$ 1,800.00	\$ 1,800.00	\$ 5,400.00	\$ 400.00	\$ 1,200.00	\$ 1,800.00	\$ 5,400.00	\$ 600.00	\$ 1,800.00	
A29	SP 7-05	Storm Clean Out	EA	2	\$ 425.00	\$ 850.00	\$ 2,610.00	\$ 5,220.00	\$ 800.00	\$ 1,600.00	\$ 800.00	\$ 1,600.00	\$ 1,200.00	\$ 2,400.00	
A30	SP 7-04	Pothole	EA	4	\$ 600.00	\$ 2,400.00	\$ 700.00	\$ 2,800.00	\$ 900.00	\$ 3,600.00	\$ 800.00	\$ 3,200.00	\$ 450.00	\$ 1,800.00	
<b>SURFACING</b>															
A31	SP 2-03	Select Borrow Incl. Haul	TON	2075	\$ 25.00	\$ 51,875.00	\$ 19.00	\$ 39,425.00	\$ 28.00	\$ 58,100.00	\$ 36.00	\$ 74,700.00	\$ 21.50	\$ 44,612.50	
A32	SP 2-03	Gravel Borrow Incl. Haul	TON	835	\$ 20.00	\$ 16,700.00	\$ 27.00	\$ 22,545.00	\$ 28.00	\$ 23,380.00	\$ 42.00	\$ 35,070.00	\$ 25.00	\$ 20,875.00	
A33	STD 4-04	Crushed Surfacing Base Course	TON	1645	\$ 60.00	\$ 98,700.00	\$ 30.00	\$ 49,350.00	\$ 30.00	\$ 49,350.00	\$ 43.00	\$ 70,735.00	\$ 29.00	\$ 47,705.00	
<b>PAVEMENT</b>															
A34	STD 5-04	HMA Cl. 1/2 in. PG. 64-22	TON	127	\$ 170.00	\$ 21,590.00	\$ 220.00	\$ 27,940.00	\$ 220.00	\$ 27,940.00	\$ 190.00	\$ 24,130.00	\$ 210.00	\$ 26,670.00	
A35	SP 5-05.5	Cement Conc. Pavement	SY	1325	\$ 200.00	\$ 265,000.00	\$ 150.00	\$ 198,750.00	\$ 145.00	\$ 192,125.00	\$ 125.00	\$ 165,625.00	\$ 140.00	\$ 185,500.00	
A36	SP 5-05.5	Colored Dark Grey Concrete Pavement	SY	135	\$ 230.00	\$ 31,050.00	\$ 180.00	\$ 24,300.00	\$ 175.00	\$ 23,625.00	\$ 176.00	\$ 23,760.00	\$ 200.00	\$ 27,000.00	
A37	STD 5-04	Planing Bituminous Pavement	SY	754	\$ 30.00	\$ 22,620.00	\$ 15.00	\$ 11,310.00	\$ 15.00	\$ 11,310.00	\$ 16.00	\$ 12,064.00	\$ 8.00	\$ 6,032.00	

City of Lake Stevens Festival Street															
Bid Tabulation															
Project Name:	Lake Stevens Festival Street			Project No.:	20006			Date:	6/10/2021			Calc. By:	ABH, EM		
<b>EROSION CONTROL AND PLANTING</b>															
A38	SP 8-01	Erosion/Water Pollution Control	LS	1	\$ 25,000.00	\$ 25,000.00	\$ 55,000.00	\$ 55,000.00	\$ 3,000.00	\$ 3,000.00	\$ 10,000.00	\$ 10,000.00	\$ 2,400.00	\$ 2,400.00	
A39	STD 8-01	ECS Lead	Day	100	\$ 100.00	\$ 10,000.00	\$ 200	\$ 200.00	\$ 100.00	\$ 10,000.00	\$ 150.00	\$ 15,000.00	\$ 23.00	\$ 2,300.00	
A40	STD 8-01	Inlet Protection	EA	17	\$ 105.00	\$ 1,785.00	\$ 180.00	\$ 3,060.00	\$ 50.00	\$ 850.00	\$ 150.00	\$ 2,550.00	\$ 75.00	\$ 1,275.00	
A41	STD 8-01	High Visibility Silt Fence	LF	427	\$ 5.00	\$ 2,135.00	\$ 11.50	\$ 4,910.50	\$ 4.00	\$ 1,708.00	\$ 8.00	\$ 3,416.00	\$ 4.00	\$ 1,708.00	
A42	STD 8-01	Construction Entrance	EA	2	\$ 3,000.00	\$ 6,000.00	\$ 7,060.00	\$ 14,120.00	\$ 4,000.00	\$ 8,000.00	\$ 2,500.00	\$ 5,000.00	\$ 4,000.00	\$ 8,000.00	
A43	SP 8-02	Fine Compost	CY	30	\$ 50.00	\$ 1,500.00	\$ 110.00	\$ 3,300.00	\$ 60.00	\$ 1,800.00	\$ 100.00	\$ 3,000.00	\$ 110.00	\$ 3,300.00	
A44	SP 8-02	PSIPE Plantings	LS	1	\$ 40,000.00	\$ 40,000.00	\$ 24,000.00	\$ 24,000.00	\$ 27,000.00	\$ 27,000.00	\$ 22,000.00	\$ 22,000.00	\$ 23,000.00	\$ 23,000.00	
A45	SP 8-02	Topsoil Type A	CY	45	\$ 58.00	\$ 2,610.00	\$ 60.00	\$ 2,700.00	\$ 65.00	\$ 2,925.00	\$ 55.00	\$ 2,475.00	\$ 60.00	\$ 2,700.00	
A46	SP 8-02	Root Barrier	LF	156	\$ 10.00	\$ 1,560.00	\$ 19.00	\$ 2,964.00	\$ 20.00	\$ 3,120.00	\$ 17.00	\$ 2,652.00	\$ 18.00	\$ 2,808.00	
A47	SP 8-02	Check Dam	EA	2	\$ 30.00	\$ 60.00	\$ 190.00	\$ 380.00	\$ 900.00	\$ 1,800.00	\$ 500.00	\$ 1,000.00	\$ 110.00	\$ 220.00	
<b>TRAFFIC</b>															
A48	SP 1-10	Project Temporary Traffic Control	LS	1	\$ 30,000.00	\$ 30,000.00	\$ 67,000.00	\$ 67,000.00	\$ 20,000.00	\$ 20,000.00	\$ 10,000.00	\$ 10,000.00	\$ 6,000.00	\$ 6,000.00	
A49	STD 8-04	Cement Conc. Traffic Curb and Gutter	LF	156	\$ 40.00	\$ 6,240.00	\$ 48.00	\$ 7,488.00	\$ 54.00	\$ 8,424.00	\$ 33.00	\$ 5,148.00	\$ 42.50	\$ 6,630.00	
A50	SP 8-04	Concrete Valley Gutter	SY	22	\$ 40.00	\$ 880.00	\$ 300.00	\$ 6,600.00	\$ 66.00	\$ 1,452.00	\$ 197.00	\$ 4,334.00	\$ 230.00	\$ 5,060.00	
A51	SP 8-14	Cement Conc. Sidewalk	SY	1730	\$ 100.00	\$ 173,000.00	\$ 100.00	\$ 173,000.00	\$ 87.00	\$ 150,510.00	\$ 70.00	\$ 121,100.00	\$ 82.00	\$ 141,860.00	
A52	STD 8-14	Cement Conc. Curb Ramp Type Perpendicular	EA	5	\$ 5,000.00	\$ 25,000.00	\$ 4,700.00	\$ 23,500.00	\$ 3,000.00	\$ 15,000.00	\$ 2,700.00	\$ 13,500.00	\$ 3,000.00	\$ 15,000.00	
A53	STD 8-14	ADA Tactile Surface	SF	1010	\$ 40.00	\$ 40,400.00	\$ 37.50	\$ 37,875.00	\$ 41.00	\$ 41,410.00	\$ 33.00	\$ 33,330.00	\$ 36.00	\$ 36,360.00	
A54	SP 8-37	Precast Concrete Wheel Stop	EA	6	\$ 75.00	\$ 450.00	\$ 190.00	\$ 1,140.00	\$ 200.00	\$ 1,200.00	\$ 300.00	\$ 1,800.00	\$ 180.00	\$ 1,080.00	
A55	SP 8-20	Illumination System Complete	LS	1	\$ 200,000.00	\$ 200,000.00	\$ 368,000.00	\$ 368,000.00	\$ 432,000.00	\$ 432,000.00	\$ 345,867.00	\$ 345,867.00	\$ 355,000.00	\$ 355,000.00	
A56	SP 8-20	ITS Junction Box	EA	1	\$ 350	\$ 350.00	\$ 3,000.00	\$ 3,000.00	\$ 4,400.00	\$ 4,400.00	\$ 1,225.00	\$ 1,225.00	\$ 3,000.00	\$ 3,000.00	
A57	SP 8-20	1" Diam CCTV Conduit	LF	602	\$ 8.00	\$ 4,816.00	\$ 9.00	\$ 5,418.00	\$ 25.00	\$ 15,050.00	\$ 7.00	\$ 4,214.00	\$ 9.00	\$ 5,418.00	
A58	SP 8-20	2" Diam Spare Conduit	LF	800	\$ 8.00	\$ 6,400.00	\$ 15.00	\$ 12,000.00	\$ 15.00	\$ 12,000.00	\$ 9.00	\$ 7,200.00	\$ 13.00	\$ 10,400.00	
A59	SP 8-20	4" Diam Spare Conduit	LF	1200	\$ 10.00	\$ 12,000.00	\$ 22.00	\$ 26,400.00	\$ 20.00	\$ 24,000.00	\$ 16.00	\$ 19,200.00	\$ 20.00	\$ 24,000.00	
A60	SP 8-20	Adjust Existing Junction Box	EA	1	\$ 250.00	\$ 250.00	\$ 700.00	\$ 700.00	\$ 2,400.00	\$ 2,400.00	\$ 390.00	\$ 390.00	\$ 700.00	\$ 700.00	
A61	STD 8-21	Permanent Signing	LS	1	\$ 9,000.00	\$ 9,000.00	\$ 2,240.00	\$ 2,240.00	\$ 3,000.00	\$ 3,000.00	\$ 4,500.00	\$ 4,500.00	\$ 2,000.00	\$ 2,000.00	
A62	STD 8-22	Paint Line	LF	1510	\$ 5.00	\$ 7,550.00	\$ 1.05	\$ 1,585.50	\$ 1.50	\$ 2,265.00	\$ 3.50	\$ 5,285.00	\$ 1.00	\$ 1,510.00	
A63	STD 8-23	Plastic Crosswalk Line	SF	460	\$ 15.00	\$ 6,900.00	\$ 5.85	\$ 2,691.00	\$ 7.50	\$ 3,450.00	\$ 7.50	\$ 3,450.00	\$ 5.60	\$ 2,576.00	
A64	STD 8-22	Plastic Stop Line	LF	10	\$ 22.00	\$ 220.00	\$ 11.40	\$ 114.00	\$ 15.00	\$ 150.00	\$ 26.00	\$ 260.00	\$ 11.00	\$ 11.00	
A65	STD 8-22	Plastic ADA Symbol	EA	3	\$ 600.00	\$ 1,800.00	\$ 260.00	\$ 780.00	\$ 300.00	\$ 900.00	\$ 375.00	\$ 1,125.00	\$ 250.00	\$ 750.00	
<b>OTHER ITEMS</b>															
A66	SP 7-21	Joint Utility Trench	LF	269	\$ 25.00	\$ 6,725.00	\$ 55.00	\$ 14,795.00	\$ 35.00	\$ 9,415.00	\$ 25.00	\$ 6,725.00	\$ 25.00	\$ 6,725.00	
A67	STD 7-09	Bank Run Gravel for Trench Backfill	CY	125	\$ 40.00	\$ 5,000.00	\$ 34.50	\$ 4,312.50	\$ 30.00	\$ 3,750.00	\$ 45.00	\$ 5,625.00	\$ 30.00	\$ 3,750.00	
A68	SP 6-20	Gateway Monument Sign	LS	1	\$ 85,000.00	\$ 85,000.00	\$ 150,000.00	\$ 150,000.00	\$ 23,000.00	\$ 23,000.00	\$ 45,000.00	\$ 45,000.00	\$ 60,000.00	\$ 60,000.00	
A69	SP 6-21	Festival Street Gate	EA	4	\$ 3,000.00	\$ 12,000.00	\$ 20,500.00	\$ 82,000.00	\$ 19,000.00	\$ 76,000.00	\$ 3,500.00	\$ 14,000.00	\$ 6,700.00	\$ 26,800.00	
A70	SP 6-22	Cement Concrete Seat Wall	LF	98	\$ 300.00	\$ 29,400.00	\$ 260.00	\$ 25,480.00	\$ 230.00	\$ 22,540.00	\$ 350.00	\$ 34,300.00	\$ 270.00	\$ 26,460.00	
A71	SP 8-03	Irrigation System Complete	LS	1	\$ 20,000.00	\$ 20,000.00	\$ 14,000.00	\$ 14,000.00	\$ 15,000.00	\$ 15,000.00	\$ 12,000.00	\$ 12,000.00	\$ 13,000.00	\$ 13,000.00	
A72	SP 8-03	Irrigation 4" Diameter Sleeve	LF	660	\$ 20.00	\$ 13,200.00	\$ 29.00	\$ 19,140.00	\$ 15.00	\$ 9,900.00	\$ 35.00	\$ 23,100.00	\$ 35.00	\$ 23,100.00	
A73	SP 8-12	Temporary Chain Link Fence	LF	1100	\$ 5.00	\$ 5,500.00	\$ 13.60	\$ 14,960.00	\$ 4.00	\$ 4,400.00	\$ 15.00	\$ 16,500.00	\$ 4.00	\$ 4,400.00	
A74	SP 8-31	Bollard Type 1 Mod (Removable)	EA	30	\$ 700.00	\$ 21,000.00	\$ 900.00	\$ 27,000.00	\$ 1,800.00	\$ 54,000.00	\$ 850.00	\$ 25,500.00	\$ 1,100.00	\$ 33,000.00	
A75	SP 7-20	3/4 In. Poly Gas Service Line	LF	70	\$ 40.00	\$ 2,800.00	\$ 170.00	\$ 11,900.00	\$ 15.00	\$ 1,050.00	\$ 100.00	\$ 7,000.00	\$ 70.00	\$ 4,900.00	
A76	SP 7-20	Gas Service Box	EA	2	\$ 700.00	\$ 1,400.00	\$ 890.00	\$ 1,780.00	\$ 400.00	\$ 800.00	\$ 2,000.00	\$ 4,000.00	\$ 2,000.00	\$ 4,000.00	
A77	SP 8-31	Single Unit Bike Rack	EA	9	\$ 500.00	\$ 4,500.00	\$ 1,020.00	\$ 9,180.00	\$ 1,800.00	\$ 16,200.00	\$ 1,200.00	\$ 10,800.00	\$ 700.00	\$ 6,300.00	
A78	STD 1-04.11	Final Cleaning	LS	1	\$ 8,000.00	\$ 8,000.00	\$ 13,200.00	\$ 13,200.00	\$ 5,000.00	\$ 5,000.00	\$ 10,000.00	\$ 10,000.00	\$ 1,200.00	\$ 1,200.00	
A79	SP 7-05	Christmas Tree MH	EA	1	\$ 3,900.00	\$ 3,900.00	\$ 8,920.00	\$ 8,920.00	\$ 3,000.00	\$ 3,000.00	\$ 12,000.00	\$ 12,000.00	\$ 8,000.00	\$ 8,000.00	
A80	SP 8-36	Granite Seat Rock	EA	4	\$ 400.00	\$ 1,600.00	\$ 1,140.00	\$ 4,560.00	\$ 4,000.00	\$ 16,000.00	\$ 8,500.00	\$ 34,000.00	\$ 350.00	\$ 1,400.00	
A81	STD 7-17	PVC Sanitary Sewer Service 6 In. Diam.	LF	84	\$ 50.00	\$ 4,200.00	\$ 260.00	\$ 21,840.00	\$ 50.00	\$ 4,200.00	\$ 75.00	\$ 6,300.00	\$ 42.00	\$ 3,528.00	
A82	STD 7-14	Fire Hydrant Assembly	EA	1	\$ 2,500.00	\$ 2,500.00	\$ 13,700.00	\$ 13,700.00	\$ 7,000.00	\$ 7,000.00	\$ 6,500.00	\$ 6,500.00	\$ 4,000.00	\$ 4,000.00	
A83	STD 7-12	Adjust Water Valve Box	EA	3	\$ 500.00	\$ 1,500.00	\$ 880.00	\$ 2,640.00	\$ 400.00	\$ 1,200.00	\$ 1,500.00	\$ 4,500.00	\$ 400.00	\$ 1,200.00	
<b>Bid Total</b>						\$ 1,960,430.00		\$ 2,469,904.55		\$ 2,079,084.00		\$ 1,939,483.00		\$ 1,788,174.00	



**CITY OF LAKE STEVENS, WASHINGTON  
RESOLUTION NO. 2021-11**

**A RESOLUTION OF THE CITY COUNCIL OF LAKE STEVENS DIRECTING SNOHOMISH COUNTY ELECTIONS OFFICIALS TO PLACE ON THE NOVEMBER 2, 2021 GENERAL ELECTION BALLOT AN ADVISORY BALLOT MEASURE ON THE QUESTION OF WHETHER THE POSSESSION, SALE AND DISCHARGE OF PERSONAL FIREWORKS BE MADE ILLEGAL IN THE CITY OF LAKE STEVENS**

**WHEREAS**, Lake Stevens Municipal Code Section 9.64 currently regulates the sale and discharge of consumer fireworks with the City; and

**WHEREAS**, throughout the year, and particularly around the Fourth of July and New year's Eve celebrations, the City Council and Lake Stevens Police Department receive input and reports from citizens of property and life safety issues and impacts related to the sale, possession and discharge of consumer fireworks with the City; and

**WHEREAS**, many residents with the community have expressed their enjoyment and desire to continue the purchase, possession and discharge of consumer fireworks within Lake Stevens; and

**WHEREAS**, the City Council of the City of Lake Stevens has considered the concerns received from residents on each side of the issue, and desires to provide all of its residents an opportunity to provide input to the City Council on the issue in a manner that is transparent to the community,

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

1. The Lake Stevens City Council by the adoption of this resolution hereby requests that Snohomish County Election Officials place on the ballot for the November 2, 2021 general election the following proposition before the duly registered voters of Lake Stevens:
2. A proposed Ballot title is attached as Exhibit 1.

**PASSED** by the City Council of the City of Lake Stevens and APPROVED by the Mayor this \_\_\_\_\_ day of \_\_\_\_\_ 2021.

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Brett Gailey, Mayor

ATTEST:

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Kelly M. Chelin, City Clerk

**EXHIBIT A**  
**BALLOT TITLE FOR FIREWORKS ADVISORY BALLOT MEASURE**

Name of Jurisdiction: City of Lake Stevens

Short Title: Fireworks Ban Advisory Ballot Measure

Ballot Title: Should the possession, sale and discharge of personal fireworks be made illegal within the city limits of the city of Lake Stevens?

Response: YES       

NO

**ATTACHMENT TO CITY ATTORNEY LETTER**

**CITY OF LAKE STEVENS**  
Advisory Ballot Proposition – Fireworks Ban

**EXPLANATORY STATEMENT (For Voter's Pamphlet)**

The City Council for the City of Lake Stevens in the interest of public safety is considering the approval of an ordinance that would ban or make illegal the possession, sale and discharge of consumer fireworks within the jurisdictional limits of the City. Injury to real property as well as personal injury occurs to varying degree each fireworks season related to personal possession and use of fireworks. In order to assist the City Council in making a decision whether or not to approve an ordinance banning personal fireworks within the City, an advisory ballot measure giving voters with the City an opportunity to state their personal preference for or against such a ban has been placed on the general election ballot. The Lake Stevens City Council will consider the result of the advisory ballot measure in their decision making on the issue of whether or not to approve an ordinance making consumer fireworks illegal within the City. The ballot measure is advisory only and will not result in any fiscal or other impacts, regardless of the outcome of the vote on the ballot measure.



LAKE STEVENS CITY COUNCIL  
**STAFF REPORT**

**Council Agenda Date:** June 22, 2021

**Subject:** Permissible Use Chapter Revisions Update

<b>Contact</b>	Jill Needham, Assistant Planner	<b>Budget</b>	N/A
<b>Person/Department:</b>	<u>David Levitan, Planning Manager</u>	<b>Impact:</b>	_____

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

This is an informational briefing to update Council on staff's work to update the city's Permissible Uses chapter. No Council action is requested at this time, other than general feedback on the proposed code amendment.

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**SUMMARY/BACKGROUND:**

On [December 1, 2020](#), staff introduced Council to potential amendments to the Permissible Uses Chapter of the Land Use Code ([LSMC 14.40](#)) and other related sections that aim to simplify the list of uses, streamline applicable review processes, and create relevant performance standards that apply in the city's various zoning districts. Staff updated Council on the project during their [March 2, 2021](#) workshop, including a proposal to break the existing use table into three separate tables (Residential, Non-Residential, and Special Uses). Council was supportive of the project scope and general framework of the code amendment and directed staff to continue its work.

Over the past three months, staff has worked with the Planning Commission on ways to consolidate uses, reduce or eliminate redundant land use processes and establish clear and objective performance standards for specific uses. During the Commission's [April 21 meeting](#), staff introduced a revised draft (**Attachment 1**) of existing LSMC sections [14.40.010](#) through 14.40.090, which has been deemed the "preamble." These revisions aim to reduce procedural redundancies and better outline how the new tables are intended to be interpreted. Changes are marked in color, and include additional changes made since the April 21 Planning Commission discussion.

The April 21 Commission meeting also included a review of potential revisions to existing supplementary use regulations (**Attachment 2**) for several specific uses in [LSMC 14.44](#), including Storage Facilities, Recreational Park Trailers and RVs, Farm Animals, and Manufacturing, Processing, & Industrial. Home Occupation performance standards have also been revised and are proposed to be moved from the Land Use Actions Chapter ([14.16C.070](#)) to 14.44.010. As proposed, [Part III standards](#) (such as noise, vibration and odors) would now apply to all industrial and manufacturing uses.

Since staff's most recent briefings to the Council and Commission, it has filled in much of the matrix of permitted and prohibited uses in the three use tables: Residential (**Attachment 3**), Non-residential (**Attachment 4**), and Special Uses (**Attachment 5**). Footnotes reference specific standards or conditions. As a reminder when looking at the use tables, P = Permitted outright, A = Permitted with an Administrative

Conditional Use Permit (a Type II administrative land use review), and C = Permitted with a Conditional Use Permit (a Type III land use application with a public hearing before the Hearing Examiner), while no letter means the use is prohibited. To maintain consistency with the rest of the code, other sections such as the definitions in 14.08 and the parking table in 14.72 have also been updated (**Attachment 6**).

Staff intends to make refinements to the use tables and related sections based on Council comments and is proposing to hold one additional work session with the Planning Commission on July 7 before moving on to public hearings with the Planning Commission (tentatively August 18) and City Council (September 2021). Following the July 7 work session with the Planning Commission, staff will provide notice to the Department of Commerce and also share the draft code language with a number of stakeholders to allow for public comment. Staff is looking for Council feedback on the proposed amendment.

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**APPLICABLE CITY POLICIES:** N/A

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**BUDGET IMPACT:** N/A – There is adequate staffing and budget to complete the proposed work plan.

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**ATTACHMENTS:**

Attachment 1: Preamble Draft

Attachment 2: Performance Standards Draft

Attachment 3: Residential Table Draft

Attachment 4: Non-residential Table Draft

Attachment 5: Special Use Table Draft

Attachment 6: Other Updated Sections

## Attachment 1

### **14.40.010 Table of Permissible Use Tables.**

Tables 14.40-I-III, the Table of Permissible Use Tables, sets forth the permissible uses for the various zoning districts in the City established in Chapter 14.36 Part I, subject to other applicable provisions in this title. It should be read in close conjunction with the definitions of terms set forth in Section 14.08.010 and the other interpretative provisions set forth in this chapter. Permissible uses for the subarea zoning districts are not included in this table, but are included in Section 14.38.020. (Ord. 876, Sec. 18, 2012; Ord. 811, Sec. 31, 2010; Ord. 676, Sec. 23, 2003; Ord. 468, 1995)

### 14.40.015 Uses within Subareas

Permissible and prohibited uses withinfor adopted subarea zoning districtsplan boundaries (as identified on the Official Zoning Map) are listed in Section 14.38.020. Identified principal and secondary uses are both considered permissible uses, although principal uses are preferred. For development within adopted subareas, seePer SectionLSMC 14.38.015 and 14.44.030 (Development within Adopted Subareas), regulations regarding permitted uses in Chapter 14.38 supersede those in other Title 14 chapters, including this one.-

### **14.40.020 Use of the Designations P, A, C in Table of Permissible Use Tables.**

(a) The Table of Permissible Use Tables (Table 14.40-I-III) sets forth which uses are permitted in which zones. The letter "P" means the use is permitted or allowed in the indicated zoninge district subject to all code requirements of this title. The letter "A" means the use requires an administrative conditional use permit (see Section 14.16C.015), and the letter "C" means the use requires a conditional use permit (see Section 14.16C.045). No letter means that use is not permitted in the indicated zoninge district.

(b) When used in connection with residential uses (use classification 1.000), the designation "PAC" means that such developments of less than five dwelling units are a permitted use when code requirements are met, developments of five or more but less than 13 dwelling units need an administrative conditional use permit, and developments of 13 or more dwelling units require a conditional use permit.

(c) When used in connection with nonresidential uses, the designation "PA" means that such developments are permitted if the lot to be developed is less than one acre in size and require an administrative conditional use permit if the lot is one acre or larger in area; and the designation "PC" means that such developments are permitted if the lot to be developed is less than one acre in size and require a conditional use permit if the lot is one acre or larger in area.

(d) Use of the designation PAC for combination uses is explained in Section 14.40.080. (Ord. 903, Sec. 29, 2013; Ord. 811, Sec. 32, 2010; Ord. 798, Sec. 3, 2009; Ord. 676, Sec. 24, 2003; Ord. 590, 1998; Ord. 468, 1995)

#### **14.40.030 Jurisdiction over Uses Otherwise Permissible.**

Whenever this title provides that a use in a nonresidential zone or a nonconforming use in a residential zone is permissible, an administrative conditional use permit shall nevertheless be required if the Planning Director finds that the proposed use would have an extraordinary impact on neighboring properties or the general public. In making this determination, the Planning Director shall consider, among other factors, whether the use is proposed for an undeveloped or previously developed lot, whether the proposed use constitutes a change from one principal use classification to another, whether the use is proposed for a site that poses peculiar traffic or other hazards or difficulties, and whether the proposed use is substantially unique or is likely to have impacts that differ substantially from those presented by other uses that are permissible in the zoning district in question. (Ord. 811, Sec. 33, 2010; Ord. 676, Sec. 25, 2003; Ord. 468, 1995)

#### **14.40.0340 Permissible and Prohibited Uses.**

(a) The presumption established by this title is that all legitimate uses of land are addressed within the Table of Permissible Use Tables, and are either allowed or not allowed thereby. But because the list of permissible uses set forth at the end of this chapter cannot be all inclusive, those uses that are listed shall be interpreted liberally to include other uses that have similar impacts to the listed uses.

(b) Tables 14.40-I-III includes a column indicating the most similar classification code under the North American Industrial Classification System (“NAICS code”), where applicable. NAICS codes establish general categories of businesses and land uses, with more detailed subcategories. Consistent with subsection (a), NAICS codes may be used to evaluate whether uses with similar characteristics and impacts that are not explicitly listed in the use tables shall be permitted or permitted conditionally.

(c) Any proposed use not listed in the tables shall be determined as allowed or not allowed within a land use designation based on its consistency with the Comprehensive Plan and the purpose of the zoning district. If allowed, the use shall be classified by the Planning Director as outright permitted or requiring an administrative conditional use or conditional use permit using the most similar listed use. The Planning Director shall make that determination based on the physical characteristics of the use and its supporting structures, including scope, traffic generation, hours of operation, and other impacts.

The determination of the Planning Director shall be appealable pursuant to Section 14.16B.710.

(db) Without limiting the generality of the foregoing provisions, the following uses are specifically prohibited in all districts:

- (1) Any use that involves the manufacture, handling, sale, distribution, or storage of any highly combustible or explosive materials in violation of the City's fire prevention code.
- (2) Stockyards, slaughterhouses, rendering plants.
- (3) Use of a travel trailer, motor home, or other recreational vehicle as a permanent residence except those permitted in a manufactured/mobile home park as per Section [14.44.070](#).  
Recreational vehicles may be used as a temporary guest residence for up to two weeks without a permit, or up to three months within any one consecutive year upon approval by the Planning Director. Situations that do not comply with this subsection on the effective date of the ordinance codified in this title are required to conform within one year.
- (4) Use of a motor vehicle parked on a lot as a structure in which, out of which, or from which any goods are sold or stored, any services are performed, or other business is conducted. This prohibition does not apply to temporary public services, such as bookmobiles, blood donation centers, public service information, etc., or temporary food vendors allowed pursuant to Sections [14.44.085](#) [14.44.400](#) and [14.44.410](#) (situations that do not comply with this subsection on the effective date of the ordinance codified in this title are required to conform within 30 days).
- (5) *Repealed by Ord. 958.*
- (6) Sewage/septic sludge recycling except when approved as an essential public facility pursuant to Section [14.16C.060](#). (Ord. 991, Sec. 5, 2017; Ord. 958, Sec. 2, 2016; Ord. 903, Sec. 30, 2013; Ord. 894, Sec. 2, 2013; Ord. 811, Sec. 34, 2010; Ord. 676, Sec. 26, 2003; Ord. 468, 1995)

#### **14.40.0450 Accessory Uses.**

(a) ~~Tables 14-40-I-III!The Table of Permissible Uses (referenced in Section 14.40.010 and found at the end of this chapter) classifies different principal uses according to their land uses, potential different impacts and NAICS codes. Whenever an activity, use or structure exists that is (which may or may not be separately listed as a principal use in this table) is conducted in conjunction with incidental and subordinate to another principal use and constitutes only an incidental or insubstantial part of the total activity that takes place on the same lot, or is commonly associated with the principal use and integrally related to it, then it may be regarded as permitted as accessory to the principal use, and may be carried on underneath the umbrella of the permit issued for the principal use. For example, a swimming pool/tennis court complex is customarily associated with and integrally related to a residential subdivision or~~

multifamily development ~~and would be~~ is regarded as accessory to such principal uses, even though ~~such facilities, if developed apart from a residential development, they~~ would require an administrative conditional use permit ~~if developed as a principal use. (use classification 6.210). A use cannot be approved an accessory use without a primary use to which it is subordinate.~~

(b) For purposes of interpreting subsection (a) of this section:

- (1) ~~A use may be regarded as incidental or insubstantial if it is incidental or insubstantial in and of itself or in relation to the principal use;~~
- (2) ~~To be "commonly associated" with a principal use it is not necessary for an accessory use to be connected with such principal use more times than not, but only that the association of such accessory use with such principal use takes place with sufficient frequency that there is common acceptance of their relatedness.~~

(be) Without limiting the generality of subsections (a) and (b) of this section, the following activities, so long as they satisfy the general criteria set forth above, are specifically regarded as accessory to residential principal uses:

- (1) Home occupations, subject to the standards of LSCM 14.44.010.
- (2) Hobbies or recreational activities of a noncommercial nature.
- (3) The renting out of ~~one or two rooms within a single-family residential unit to (which one or two rooms do not themselves constitute a separate dwelling unit) other than on a daily or weekly basis to not more than two persons who are not part of the family that resides in the single-family dwelling for a period of 30 or more days, consistent with the definition of "family" in LSCM 14.08.010.~~
- (4) Yard sales or garage sales, so long as such sales are not conducted on the same lot for more than three days (whether consecutive or not) during any 30-day period.

(d) Without limiting the generality of subsections (a) and (b) of this section, the following activities shall not be regarded as accessory to a residential principal use and are prohibited in residential districts.

- (1) Storage outside of a substantially enclosed structure of more than one motor vehicle that is unlicensed and nonoperational for a period of more than three months.

(2) Parking outside a substantially enclosed structure or a vehicle accommodation area of more than four motor vehicles between the building setback of the principal building and the street on any lot used for ~~purposes that fall within the following principal use classifications: 1.100, 1.200, or 1.400~~single family or multifamily residential development..

(e) When a land use permit is applied for, all anticipated accessory uses shall be explicitly disclosed, and made part of the findings. Subsequent accessory uses not disclosed shall be subject to the permit modification requirements of Section [14.16A.235](#) prior to commencing. (Ord. 811, Sec. 35, 2010; Ord. 676, Sec. 27, 2003; Ord. 468, 1995)

#### **14.40.0560 Use of Supplementary Use Regulations**

The city has established specific supplementary use regulations that establish performance standards and requirements for certain types of land uses. Tables 14.40-I-III utilize footnotes to indicate those uses for which supplementary use regulations or another performance standards apply, and apply and provide citations and links to the applicable LSCM sections.

##### **Permissible Uses Not Requiring Permits.**

Notwithstanding any other provisions of this title, no land use approval, administrative conditional use, or conditional use permit is necessary for the following uses:

- (1) Streets.
- (2) Electric power, telephone, telegraph, cable television, gas, water, and sewer lines, wires or pipes, together with supporting poles or structures, located within a public right-of-way.
- (3) Neighborhood utility facilities located within a public right-of-way with the permission of the owner (State or town) of the right-of-way. (Ord. 811, Sec. 36, 2010)

#### **14.40.0670 Change in Use.**

A change of use of property shall be reviewed pursuant to Section [14.16C.030](#). (Ord. 811, Sec. 37, 2010; Ord. 468, 1995)

#### **14.40.0780 Combination Uses.**

(a) When a combination use comprises two or more principal uses that require different types of permits (permitted use, administrative conditional use, or conditional use), then the permit authorizing the combination use shall be:

- (1) A conditional use permit if any of the principal uses combined requires a conditional use permit.
- (2) An administrative conditional use permit if any of the principal uses combined requires an administrative conditional use permit but none requires a conditional use permit.
- (3) A permitted use requiring Planning Director approval in all other cases. [This is indicated in the Table of Permissible Uses by the designation PAC in a column.](#)

~~(b) When a combination use consists of a single-family detached residential subdivision and two-family or multifamily uses, the total density permissible on the entire tract shall be determined by having the developer indicate on the plans the portion of the total lot that will be developed for each purpose and calculating the density for each portion as if it were a separate lot.~~

~~(c) When a combination use consists of a single-family detached and two-family or multifamily uses, then the total density permissible on the entire tract shall be determined by dividing the area of the tract by the minimum square footage per dwelling unit specified in Section 14.48.020. (Ord. 811, Sec. 38, 2010; Ord. 676, Sec. 28, 2003; Ord. 468, 1995)~~

#### **14.40.090 More Specific Use Controls.**

~~Whenever a development could fall within more than one use classification in the Table of Permissible Uses~~  
~~Permissible Use Tables~~ (referenced in Section 14.40.010 and found at the end of this chapter), the classification that most closely and most specifically describes the development controls. For example, a small doctor's office or clinic clearly falls within the 3.110 classification (office and service operations conducted entirely indoors and designed to attract customers or clients to the premises). However, classification 3.130, "office or clinics of physicians or dentists with not more than 10,000 square feet of gross floor area," more specifically covers this use and therefore is controlling. (Ord. 1020, Sec. 3, 2018; Ord. 468, 1995)

**Attachment 2**

**14.44.01016C.070 Home Occupations. (Moved from Land Use Actions to Use Regulations)**

(a) The purpose of this section is to allow small-scale commercial occupations incidental to residential uses to be located in residences while guaranteeing all residents freedom from excessive noise, traffic, nuisance, fire hazard, and other possible effects of commercial uses being conducted in residential neighborhoods.

(b) Procedure. A home occupation permit is approved by the Planning Director or their designee for each home occupation. Home occupations shall be reviewed in the manner and following the procedures established in Chapters 14.16A and 14.16B for a Type I review.

(c) Home occupations shall require a city business license and shall be reviewed for compliance with the provisions of this section during the business license review. Home occupations may require the submittal of additional information beyond the standard business license application.

(d) Standards. Home occupations are permitted as an accessory use to the residential use of a property only when all of the following conditions are met:

- (1) The total area devoted to all home occupation(s) shall not exceed 25 percent of the floor area of the dwelling unit or 500 square feet, whichever is less. Areas within attached garages and storage buildings shall not be considered part of the dwelling unit for purposes of calculating allowable home occupation area but may be used for storage of goods associated with the home occupation;
- (2) The home occupation may be located in the principal dwelling or permitted habitable accessory structure, except that those related to growing or storing of plants used by the home occupation(s) may be in an accessory structure. If located in an accessory structure, the area devoted to the occupation, as described in subsection (c)(1) of this section, shall be based upon the floor area of the dwelling only;
- (3) No business activity may occur outside of any buildings on site, including displays of goods, stock in trade or other commodities;
- (4) Not more than one person outside of the family shall be employed on the premises;
- (5) The home occupation shall in no way alter the normal residential character of the premises;
- (6) No objectionable noise, fumes, odor, or dust shall be allowed;

- (7) The home occupation(s) shall not use electrical or mechanical equipment that results in:
  - (i) A change to the fire rating of the structure(s) used for the home occupation(s);
  - (ii) Visual or audible interference in radio or television receivers, or electronic equipment located off-premises; or
  - (iii) Fluctuations in line voltage off-premises;
- (8) No equipment or material may be stored, altered or repaired on any exterior portion of the premises;
- (9) Sales shall be limited to:
  - (i) Products accessory to the home occupation (e.g., shampoo for beauty shop, etc.);
  - (ii) Merchandise which is produced on the premises; and/or
  - (iii) Mail order, online internet and telephone sales; and
  - (iv) With appointment for pick up or off-site delivery;
- (10) Services to patrons shall be arranged by appointment or provided off site;
- (11) In addition to required parking for the dwelling unit, one on-site parking stall shall be provided when services are rendered on-site;
- (12) The home occupation(s) may use or store ~~a~~ vehicles for pickup of materials used by the home occupation(s) or the distribution of products from the site, provided:
  - (i) No more than two such vehicles shall be allowed;
  - (ii) Such vehicles ~~shall not be parked within the public right of way, parked within any required setback areas of the lot or on adjacent streets;~~ and
  - (iii) Such vehicles shall ~~be commonly associated with residential development. Vehicles not commonly associated with residential development such as dump trucks, box trucks, and commercial vans are not allowed. not exceed the weight capacity of one ton;~~
- (13) Signs in connection with the home occupation shall comply with the restrictions of Chapter 14.68, Signs; ~~and~~

(14) No sales or services will be conducted on the premises which will generate more than 10 average daily round trips per day by customers except for day care.

(15) Food related business shall be required to possess and maintain a food handler's card from the Snohomish Health District.

(16) Food related businesses shall comply with all applicable WSDA cottage food operation regulations in RCW 69.22.

(ed) The following is a non-exhaustive list of examples of enterprises that may be granted approved as a home occupation permit if they meet the foregoing standards:

- (1) Office or studio of a physician, dentist, artist, musician, lawyer, architect, engineer, teacher, or similar professional;
- (2) Workshops, greenhouses, or kilns;
- (3) Dressmaking or hairdressing studios; and
- (4) Day care.

(fe) Prohibited home occupations are enterprises which may create objectionable noise, fumes, odor, dust or electrical interference and may involve hazardous materials or on-site storage of petroleum products, and which are not compatible with residential development. The following is a non-exhaustive list of examples of such prohibited enterprises:

- (1) Automobile, truck and heavy equipment repair;
- (2) Autobody work or painting;
- (3) Parking and storage of heavy equipment;
- (4) Storage of building materials for use on other properties;
- (5) Marijuana production, processing or retail facility; or
- (6) Similar types of enterprises.

(gf) Transferability. A home occupation permit issued to approved for one applicant person shall not be transferable to any other person; nor shall a home occupation permit be valid at any other address than the one listed on the business license permit.

(g) Additional Conditions. In granting approval for a home occupation, the Planning Director or their designee may attach additional conditions to ensure the home occupation will be in harmony with, and not detrimental to, the character of the residential neighborhood.

(h) Inspections. Any home occupation authorized under the provisions of this chapter shall be open to inspection and review at all reasonable times by enforcement officials for purposes of verifying compliance with the conditions of approval and other provisions of this title.

(i) Modification. The Planning Director shall have authority to grant an administrative modification to the standards listed in subsection (c) of this section, provided the use is consistent with the purposes of this chapter and will be operated in harmony with the character of and create no significant impact to the residential neighborhood. The Planning Director is authorized to approve administrative modifications only in cases of unique circumstances, such as large property acreage, remote site access or site location, or small scale of use, when these circumstances ensure the commercial operation remains incidental to the dwelling and in no way alters the normal residential character of the premises. No modification shall be granted which would be detrimental to the public health, or welfare or the environment.

(j) In-Home Day Care Standards.

(1) Home day care and adult family care facilities shall meet State licensing requirements, including those pertaining to building, fire safety, and health codes. A copy of the required State license, if applicable, shall be furnished by the applicant with the City business license application.

(2) There shall be minimal, if any, change in the outside appearance of the residence.

(3) Where outdoor recreation facilities are provided for children in day care facilities, they shall be screened by a fence at least four feet high, where abutting residentially zoned property.

(4) The facility shall provide a safe passenger loading area.

(5) The day care provider shall provide written notification to immediately adjoining property owners of the intent to locate and maintain a facility and provide a copy of the notification to the Planning Department. (Ord. 908, Sec. 5, 2014; Ord. 811, Sec. 4 (Exh. 3), 2010)

#### **14.44.044 Storage Facilities**

(a) Intent. Storage facilities include characteristics common to commercial and industrial uses. This section provides regulations to help guide appropriate siting of storage facilities in the Local Business zoning district, while maintaining the desired character and function of that district. If designed appropriately, storage facilities can emulate the exterior architecture and site design of commercial or mixed-use developments, reducing inconsistencies with Comprehensive Plan goals or zoning district intent and limiting impacts to surrounding neighborhoods. Storage facilities in the Local Business zoning district shall adhere to the additional special restrictions and development standards of this section.

(b) Applicable Location of Section [14.44.044](#) Regulations. Storage facilities shall be allowed in the Local Business zoning districts on roads designated as State routes or State highways.

(c) Special Restrictions.

(1) The storage use shall be limited in size to 25 percent coverage or less per development.

(i) Each development is defined as the area of contiguous Local Business parcels.

(ii) The use coverage is defined as the amount of space solely devoted to supporting the storage use on each development. This may include building footprints, drive aisles between storage facilities, loading bays, parking, landscape screening, offices and associated appurtenances. The use coverage percentage may exclude critical areas and features shared within a development like pedestrian facilities, internal access and circulation roads, and shared parking.

(d) Design Standards.

(1) Self storage facilities are permitted only within multistory structures.

(24) Storage facilities shall have an outward appearance that more closely resembles a commercial or mixed-use development than a warehouse or single-story linear shed design, and shall be subject to the design review requirements of Section [14.16C.050](#).

(32) Storage facilities shall include architectural and design features that promote visual compatibility with commercial or mixed-use developments. Examples of these features may include providing facade modulation; using varied or contrasting exterior building materials and detailing; screening blank walls; incorporating varied roof-lines among other features.

(43) Storage facilities shall shield exterior lighting so as not to directly illuminate or create visible glare from adjacent residential properties subject to the requirements of Section [14.38.080](#).

(54) Storage facilities are subject to the screening requirements of a Type A screen, as described in Chapter [14.76](#), when abutting residential zoning districts.

(i) Open storage facilities must provide an additional Type C screen that includes trees, shrubs and ground cover or similar vegetation to screen the exterior of the open storage facility's enclosure. (Ord. 1016, Sec. 2, 2018)

#### **14.44.065 Accessory Apartment in Industrial Zones**

Any accessory apartments permitted in the Light or General Industrial Zone [pursuant to Use Class 1.115](#) shall meet the following standards:

- (a) The total number of accessory dwellings on a site shall not exceed one.
- (b) The gross floor area of an accessory apartment site shall not exceed 1,000 square feet.
- (c) The accessory apartment shall be integrated into a larger building which also houses activities for the principally permitted use.
- (d) The apartment use shall not enjoy the protection of the Manufacturing and Processing Performance Standards as contained in Part III of this chapter. (Ord. 1030, Sec. 2 (Exh. B), 2018; Ord. 606, 1999)

#### **14.44.070 Recreational Park Trailers/~~and~~ Recreational Vehicles (RV) Regulations [and Mobile Home Parks](#)**

(a) Recreational park trailers and recreational vehicles as defined in WAC [296-150P-0020](#) and [296-150R-0020](#) and Chapter [14.08](#) shall be permitted in manufactured/mobile home parks. Existing recreational park trailers and RVs within existing manufactured home/mobile home parks on or prior to the effective date of this section are exempt from the requirements listed below. As allowed by State law the following additional standards shall apply when housing governed by this section is sited:

(1a) Recreational park trailers and recreational vehicles may be installed within a manufactured home park pursuant to RCW [35A.21.312](#) and the requirements listed below:

(i4) Utility hookups shall meet local, State, and federal building code standards;

(ii2) Recreational park trailers and recreational vehicles shall be equipped with an internal toilet and an internal shower; or the manufactured/mobile home park shall provide a common toilet and shower facility for the residents of the park;

(iii3) Recreational park trailers or recreational vehicles shall be connected to the sanitary sewer system provided within the park if used as permanent residence; otherwise, waste from the unit must be disposed of at an appropriate receiving location;

(iv4) The unit shall be placed on an impervious pad made of cement concrete or asphalt concrete; and

(v5) Any steps, landings, stairways, decks, and balconies (not originally attached) shall meet the requirements of the International Residential Code, shall be independently supported, and require a building permit.

(2b) Approvals.

(1) If a recreational park trailer or recreational vehicle is to be used as a temporary residence, it must comply with the standards of Section [14.16C.110](#).

(2) If a recreational park trailer or recreational vehicle is to be used as a permanent residence, it must comply with the standards of Section [14.16C.105](#) for a site plan review, but will be considered a Type I review. Recreational park trailers or recreational vehicles used as permanent residences are considered dwelling units subject to all applicable impact fees that apply per Chapters [14.110](#), [14.112](#) and [14.120](#).

(3e) Inspections. The City and/or affected agency shall inspect the installation of each recreational park trailer or recreational vehicle to determine that its installation complies with this section before residency begins.

(4d) Insignia Required. All recreational park trailers or recreational vehicles, installed within the City, shall contain the insignia of approval of the State of Washington or be exempt from said insignia, pursuant to the standards of the State of Washington for the manufacture of such homes. (Ord. 991, Sec. 2, 2017)

(a) Mobile home parks established prior to the effective date of this Code shall continue to be governed by all standards relating to density, setbacks, landscaping, and off-street parking in effect at the time they were approved. New mobile home parks shall comply with the foregoing standards:

(1) Mobile **home parks** shall be required to provide central storage areas throughout the mobile **home park** for the location of solid waste containers. Containers shall be located so that no mobile home is more than 150 feet from the closest container.

(2) Mobile home parks shall provide open space as described within the Design Guidelines.

(1)(3) The minimum site area shall be three acres.

#### **14.44.075 Farm Animals**

Farm animals are permitted in single-family residential zoning districts, provided the following standards are met:

- (a) The keeping of animals complies with the animal regulations contained in Title 5 of the Lake Stevens Municipal Code.
- (b) Farm animals may be kept only on lots of two and one-half acres or larger except small farm animals such as rabbits, fowl, miniature goat breeds, and household pets (including pot-belly pigs) may be kept on residential lots of any size, provided they are kept in a manner so as not to constitute a nuisance pursuant to Chapter 9.60 (Nuisance Activity).
- (c) Farm animals may be kept only for the personal use, whether it be for recreational, personal enjoyment, social and educational purposes or food production. Keeping of animals for commercial purposes is prohibited in residential zones, except where specifically allowed pursuant to Table 14.40-I.
- (d) Farm animals must be kept a minimum of 50 feet from any stream buffer or wetland buffer. (Ord. 903, Sec. 32, 2013; Ord. 607, Sec. 2, 1999; Ord. 468, 1995)
- (e) Properties annexed into the city that do meet the provisions of subsections (b) and (d) but which can demonstrate an existing vested use of the property under county regulations at the time of annexation may maintain said use, but may not materially increase the number of animals kept, reduce the existing wetland or stream buffer, or otherwise expand the scope or scale of the nonconformance to LSCM 14.44.075.

#### **14.44.210 Noise.** SHARE

- (a) All uses shall comply with the maximum noise levels outlined in Chapter 173-60 WAC. No 4.000 classification use in any permissible business district may generate noise that tends to have an annoying or disruptive effect upon (1) uses located outside the immediate space occupied by the 4.000 use if that use is one of several located on a lot, or (2) uses located on adjacent lots.

(b) Except as provided in subsection (f) of this section, the table set forth in subsection (e) of this section establishes the maximum permissible noise levels for 4.000 classification uses in the Light Industrial and General Industrial districts. Measurements shall be taken at the boundary line of the lot where the 4.000 classification use is located, and, as indicated, the maximum permissible noise levels vary according to the zoning of the lot adjacent to the lot on which the 4.000 classification use is located.

(c) A decibel is a measure of a unit of sound pressure. Since sound waves having the same decibel level "sound" louder or softer to the human ear depending upon the frequency of the sound wave in cycles per second (i.e., whether the pitch of the sound is high or low) an A-weighted filter constructed in accordance with the specifications of the American National Standards Institute, which automatically takes account of the varying effect on the human ear of different pitches, shall be used on any sound level meter taking measurements required by this section. And accordingly, all measurements are expressed in dB(A) to reflect the use of this A-weighted filter.

(d) The standards established in the table set forth in subsection (e) of this section are expressed in terms of the equivalent sound level (Leq), which must be calculated by taking 100 instantaneous A-weighted sound levels at 10-second intervals (see the administrative guideline entitled "Guide for Noise Levels," Section F-1) and computing the Leq in accordance with the table set forth in the administrative guideline entitled "Guide for Noise Levels," Section F-2.

(e) Table 14.44-I: Maximum Permitted Sound Levels, dB(A).

**Table 14.44-I: Maximum Permitted Sound Levels, dB(A)**

<b>Zoning of Lot Where 4.000 Use Located</b>	<b>(re: 0.0002 Microbar) Zoning of Adjacent Land</b>				
	<b>Residential and PND</b>		<b>NC, LB, CBD, MU, PBD, SRC</b>	<b>LI</b>	<b>GI</b>
	<b>7:00 a.m. - 9:00 p.m.</b>	<b>9:00 p.m. - 7:00 a.m.</b>			
<b>LI &amp; GI</b>	<b>60</b>	<b>50</b>	<b>65</b>	<b>70</b>	<b>70</b>

(f) Impact noises generated by sources that do not operate more than one minute in any one-hour period are permissible up to a level of 10 dB(A) in excess of the figures listed in subsection (e) of this section, except that this higher level of permissible noise shall not apply from 9:00 p.m. to 7:00 a.m. when

the adjacent lot is zoned residential. The impact noise shall be measured using the fast response of the sound level meter.

(g) Noise resulting from temporary construction activity that occurs between 7:00 a.m. and 9:00 p.m. shall be exempt from the requirements of this section. (Ord. 811, Sec. 46, 2010; Ord. 590, 1998; Ord. 468, 1995)

#### **14.44.220 Vibration.**



(a) No ~~subject 4.000 classification~~ use in any permissible business district may generate any ground-transmitted vibration that is perceptible to the human sense of touch measured at (1) the outside boundary of the immediate space occupied by the enterprise generating the vibration if the enterprise is one of several located on a lot, or (2) the lot line if the enterprise generating the vibration is the only enterprise located on a lot.

(b) No ~~subject 4.000 classification~~ use in a Light Industrial or General Industrial district may generate any ground-transmitted vibration in excess of the limits set forth in subsection (e) of this section. Vibration shall be measured at any adjacent lot line or residential district line as indicated in the table set forth in subsection (d) of this section.

(c) ~~The instrument used to measure vibrations shall be a three-component measuring system capable of simultaneous measurement of vibration in three mutually perpendicular directions.~~

(d) ~~The vibration maximums set forth in subsection (e) of this section are stated in terms of particle velocity, which may be measured directly with suitable instrumentation or computed on the basis of displacement and frequency.~~

~~When computed, the following formula shall be used:~~

$$PV = 6.28 F \times D$$

~~Where:~~

~~PV Particle velocity, inches-per~~  
~~= second~~

~~F= Vibration frequency, cycles-per~~  
~~second~~

D = Single amplitude displacement of  
the vibration, inches.

The maximum velocity shall be the vector sum of the three components recorded.

(e) Table 14.44-II: Table of Maximum Ground-Transmitted Vibration.

**Table 14.44-II: Maximum Ground-  
Transmitted  
Vibration**

Zoning District	Particle Velocity, Inches-Per- Second	
	Adjacent Lot Line	Residential District
M-1	0.10	0.02
M-2	0.20	0.02

(f) The values stated in subsection (e) of this section may be multiplied by two for impact vibrations, i.e., discrete vibration pulsations not exceeding one second in duration and having a pause of at least one second between pulses.

(cg) Vibrations resulting from temporary construction activity that occurs between 7:00 a.m. and 9:00 p.m. shall be exempt from the requirements of this section. (Ord. 811, Sec. 92, 2010)

#### 14.44.230 Odors. SHARE

(a) For purposes of this section, the "odor threshold" is defined as the minimum concentration in air of a gas, vapor, or particulate matter that can be detected by the olfactory systems of a panel of five healthy observers.

(b) No subject 4.000 classification use in any district may generate any odor that reaches the odor threshold, measured at:

(1) The outside boundary of the immediate space occupied by the enterprise generating the odor.

(2) The lot line if the enterprise generating the odor is the only enterprise located on a lot.

**14.44.240 Smoke and Air Pollution.**  

(a) Any subject 4.000 classification use that emits any "air contaminant" as defined in Regulations I1, I12, or I13 of the Puget Sound Clean Air Agency shall comply with applicable state standards concerning air pollution, as set forth in Regulations 1, 2, or 3 of the Puget Sound Clean Air Agency.

(b) No Planning Director approval, administrative conditional use, or conditional use permit may be issued with respect to any development covered by subsection (a) of this section until the Puget Sound Clean Air Agency has certified to the permit-issuing authority that the appropriate state permits have been received by the developer, or that the developer will be eligible to receive such permits and that the development is otherwise in compliance with applicable air pollution laws.

(Ord. 903, Sec. 35, 2013; Ord. 811, Sec. 47, 2010).

**14.44.250 Disposal of Liquid and Hazardous Wastes.**  

(a) No subject 4.000 classification use in any district may discharge any waste contrary to the provisions of Chapter 70.105 RCW (Hazardous Waste Management) or Chapter 90.48 RCW (Water Pollution Control).

(b) No subject 4.000 classification use in any district may discharge into the City sewage treatment facilities any waste that cannot be adequately treated by biological means.

**14.44.260 Water Consumption.**  

No subject 4.000 classification use shall consume and/or use water supplied by the Snohomish County Public Utility District No. 1 in a manner inconsistent with the requirements and water service policies of the Snohomish County Public Utility District No. 1.

**14.44.270 Electrical Disturbance or Interference.**  

No subject 4.000 classification use may:

- (a) Create any electrical disturbance that adversely affects any operations or equipment other than those of the creator of such disturbance; or
- (b) Otherwise cause, create, or contribute to the interference with electronic signals (including television and radio broadcasting transmissions) to the extent that the operation of any equipment not owned by the creator of such disturbance is adversely affected.

## Part V. Multifamily Apartments Annexed into the City

### 14.44.500 Authority.

This chapter contains the City's procedures and policies related to the expansion or replacement of existing multifamily structures located in the **R4 Suburban Residential** Zoning District, annexed into the City on or after January 1, 2006. (Ord. 871, Sec. 3, 2012)

### 14.44.510 Conditional Use Permit Required.

Any requests to expand and/or replace existing multifamily structures (regardless of reason), located in the **R4 Suburban Residential** Zoning District, annexed into the City on or after January 1, 2006, shall require a Conditional Use Permit per Section [14.16C.045](#) prior to approval of the expansion and/or replacement. (Ord. 871, Sec. 3, 2012)

Attachment 3

NAICS Code	Use	R4	WR	R6	R8-12	MFR	LB	MU <sup>7</sup>	PBD <sup>8</sup>	BD	C B D	C D	LI	GI	P/SP
<b>GENERAL RESIDENTIAL</b>															
N/A	Single Family Detached, site built or modular	P	P	P	P	P									
N/A	Class A or B mobile home	P	P	P	P	P									
N/A	Mobile/ manufactured home park	A	A	A	A	P									
N/A	Apartment(s) above permitted nonresidential use <sup>2</sup>					A	P	P	P						
N/A	Cottage housing development <sup>1</sup>	P	P	P	P	P			P			P			
N/A	Duplexes	P <sup>4</sup>	P <sup>4</sup>	P <sup>2</sup>	P <sup>4</sup>	P			P						
N/A	Apartments	P <sup>3</sup> / C <sup>4</sup>				P			P						
N/A	Townhomes/rowhouses				P	P			P						
N/A	Triplexes <sup>5</sup>	P		P	P										
N/A	Fourplexes <sup>5</sup>	P		P	P										
N/A	Any residential use above a permitted non-residential use						P	P	P						

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MISCELLANEOUS & ACCESSORY USES													
N/A	Accessory Dwelling Units <sup>9</sup>	P	P	P	P	P		P					
721310	Rooming Houses, Boarding Houses	A	A	A	A	A		P	P				
N/A	Mobile/ manufactured home or apartment used exclusively for a night watchman and his/her family <sup>1</sup>										A	A	
N/A	Tourist Homes	A	A	A	A	A	A	A					
N/A	In-Home Daycare	P	P	P	P	P		P	P				
N/A	Home Occupations	P	P	P	P	P	P	P			P	P	
N/A	Farm Animals <sup>10</sup>												
N/A	Planned Residential Developments	C		C	C	C							
N/A	Level I Healthcare Facility	P	P	P	P	P		P					A
N/A	Level II Healthcare Facility				C	C			P				A
N/A	Secure Community Transition Facilities										C	C	
N/A	Group homes for licensed for juvenile offenders	C	C	C	C	C	P	P					
N/A	Temporary encampments	P	P	P	P	P	P	P					

<sup>1</sup> Subject to section [14.46](#) Part II

<sup>2</sup> Subject to Section [14.48.010](#) (Minimum Lot Size Requirements).

<sup>3</sup> Existing multifamily structures, located in the R4 zoning district, annexed into the City on or after January 1, 2006, are allowed and considered conforming land use, so long as the structure is not expanded and/or replaced.

<sup>4</sup> Any requests to expand and/or replace (regardless of reason) an existing multifamily, located in the R4 zoning district, annexed into the City on or after January 1, 2006, shall require a conditional use permit and comply with the supplemental regulations found in Part V of Chapter 14.44, Supplementary Use Regulations.

<sup>5</sup> Subject to Chapter [14.46](#) Part I and III.

<sup>6</sup> Subject to Section [14.44.065](#) (Accessory Apartments in Industrial Zones.)

<sup>7</sup> Subject to section [14.44.010](#) (Mixed Use).

<sup>8</sup> Subject to section [14.44.090](#) (Planned Business District).

<sup>9</sup> Subject to section [14.44.045](#) (Accessory Dwelling Units).

<sup>10</sup> Subject to section [14.44.075](#) (Farm Animals). Requires a Pasture Plan to be submitted pursuant to Chapter [5.18](#)

Attachment 4

NAICS Code	Use	LB	MU <sup>5</sup>	PBD <sup>6</sup>	BD	CBD	CD	LI	GI	P/SP	
	<b>RETAIL<sup>7</sup></b>										
N/A	Retail, small/medium scale (<10,000 sf floor area)	P	P	P		P	P	P	P	P	
N/A	Retail, large scale (>10,001 sf floor area)		P	P			P	P	P	P	
N/A	Outdoor retail displays accessory to a retail use	P		P		P	P	P	P	P	
N/A	Marijuana retail <sup>1</sup>							P	P		
N/A	Open air markets	P	P	P	P	P	P	P	P	P	
444220	Outdoor plant nurseries, commercial greenhouses, farm supply stores	P					P	P	P	P	
423	Wholesale						P	P	P	P	
4411, 4412,	Vehicle sales, new and used	P					P	P	P		
453930	Mobile home sales	P					P	P	P		
	<b>PERSONAL &amp; GENERAL SERVICES</b>										
531130	Personal storage facilities <sup>3</sup>	A <sup>9</sup>					A	P	P	P	
447110, 447190	Gas station	P				P	P	P	P		
812910	Pet care, except veterinary and kennels	P	P	P		P	P	P	P	P	
812910	Kennel						P	P			
6244	Daycare / preschool	P	P	P		P	P				
8111	Automotive repair, except car washes	P					P	P	P		
811192	Carwashes	P	P	P	P	P	P	P	P		
8121	Barber shops, beauty salons	P	P	P	P	P	P				
812220	Crematorium							P	P	C	
812210	Funeral homes						P	P	P		
8123	Dry-cleaning, laundry services	P	P	P	P	P	P	P	P		
8113	Heavy equipment rental						P	P	P		
76	Miscellaneous repair	P	P	P	P	P	P	P	P		
53211	Automobile rental	P					P	P	P		
53212, 5322-3	Miscellaneous equipment rental										
81293	Automobile parking	P	P	P		P	P	P	P	P	



N/A	Horseback riding or stable							A	A	A
713940	Indoor athletic and exercise facility	P	P	P		P	P	A	A	A
512131, 711110, 711130	Movie theatres or other indoor theaters	A	A	P		A	P	A	A	A
N/A	Public places of adult entertainment							C	A	

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<sup>1</sup> Subject to [14.44.097](#) (Marijuana Facilities)

<sup>2</sup> Only permitted in LB zone designated as a State Route or State Highway

<sup>3</sup> Subject to Section 14.44.044 (Storage Facilities)

<sup>4</sup> Subject to Section [14.44.350](#) (Drive-Through Windows).

<sup>5</sup> Subject to Section 14.44.010 (Mixed Use).

<sup>6</sup> Subject to Section 14.44.090 (Planned Business District).

<sup>7</sup> A retail or office use in a commercial zone is permitted, except adjacent to or across the street from a residential zone shall require an administrative or conditional use permit.

<sup>8</sup> A manufacturing or industrial use is permitted, except adjacent to or across the street from a residential zone will require an administrative or conditional use permit.

<sup>9</sup> Only permitted in the Local Business Zone on a road designated as a State route or State highway.

Attachment 5

NAICS Code	Use	R 4	W R	R6	R8-12	MFR	LB	MU 1	PBD 2	B D	C B D	C D	LI	GI	P/SP
<b>PARKS &amp; OPEN SPACE</b>															
N/A	Parks, playgrounds (public and private)	C	C	C	C	C	P	P	P				A	A	P
71290	Nature parks, preserves	P	P	P	P	P	P	P	P				A	A	P
712130	Zoos, botanical gardens, arboretums														A
812220	Cemeteries												P	P	P
<b>CULTURAL</b>															
813110	Places of worship	A	A	A	A	A	P	P	P	P					
514120	Libraries	A	A	A	A	A	P	P	P						P
712110	Museums, art gallery														
813410	Social, fraternal clubs and lodges, union halls														
N/A	Community centers									P					P
N/A	Indoor stadium												A	A	
N/A	Amphitheater												P	P	P

<sup>1</sup> Subject to Section [14.44.010](#) (Mixed Use).

<sup>2</sup> Subject to Section [14.44.090](#) (Planned Business District).

<sup>3</sup> See regulations in Chapter [14.62](#) for specific regulations. See Chapter [14.38](#) for wireless facilities within subareas.

<sup>4</sup> See specific regulations in Section [14.62.160](#).

<sup>5</sup> Only allowed as an essential public facility pursuant to Section [14.16C.060](#)

<b>GOVERNMENTAL &amp; REGIONAL</b>													
922110	Court							C	C	C			C
N/A	Civil defense operations										C	C	C
N/A	Military reserve, National Guard centers										C	C	
491110	Post offices					P	P	P	P		P	P	P
	Temporary mobile or modular structures used for public services	P	P	P	P	P	P	P	P		P	P	P
N/A	Penal and correctional facilities, work release, pre-release, or similar facilities										C	C	C
<b>ESSENTIAL PUBLIC FACILITIES</b>													
611110	Elementary and secondary schools	C	C	C	C	C							P
6115, 6116	Trade and vocational schools					C	P	P			A		A
611310	Colleges and universities,	C	C	C	C	C					C	C	C
922160, 922120, 611910	Fire stations, police stations, ambulance services, rescue squads	C	C	C	C	C	C	P	P		P	P	C
458199, 458103	Airports										C		
562111, 562212	Solid waste transfer stations, recycling centers, sanitary landfills										C	C	
221320	Sewage/septic sludge recycling center <sup>5</sup>												
N/A	Community/Neighborhood or regional utility facilities										P	P	
4851, 4821	Bus stations, train stations										P	P	

<b>WIRELESS COMMUNICATION FACILITIES</b>														
N/A	Small wireless facilities (towers/antennas 50 feet or less in height) <sup>3</sup>	P	P	P	P	P	P	P	P			P	P	P
N/A	Large wireless facilities (towers/antennas 50 feet or more in height) <sup>3</sup>	C		C	C	C	A	A				A	A	A
N/A	Macro facilities collocation on existing structures <sup>4</sup>	P	P	P	P	P	P	P				P	P	P
N/A	Eligible facility modifications	P	P	P	P	P	P	P				P	P	P
<b>RESOURCE &amp; AGRICULTURAL</b>														
1131, 1132, 1133	Silvicultural Operations											P	P	

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#### 14.08.010 Definitions of Basic Terms

**Covered Animal.** Any hoofed animal usually found on farms, such as horses, ponies, mules, bovine animals, sheep and goats.

**Essential Public Facility.** Any facility owned, operated or contracted to be operated by a unit of local or State government, by a public utility or transportation company, or by any other entity providing a public service as its primary mission may qualify as an essential public facility. In general, an essential public facility is a necessary component of a system or network which provides a public service or good; and may be difficult to site because of potential significant opposition. [A complete list of essential public facilities can be found in Table 14.40-III.](#)

**Farm Animals.** Any animal typically found on farms and kept predominantly outdoors, including but not limited to horses, ponies, mules, cows, sheep, goats and fowl. ~~Includes but is not limited to covered animals, poultry and rabbits.~~

**Residence, Duplex.** ~~A building designed exclusively for occupancy by two families containing two dwelling units with separate entrances and sharing a common wall that may include side walls, floors or ceilings. Duplexes may be located either on one lot or on separate lots. This definition does not include single-family dwellings within an approved accessory dwelling unit. A building containing two dwelling units sharing a common wall. Units may be stacked or, side-by-side, and occupy one single lot. A duplex or separate lots.~~

**Residence, Triplex.** A building containing three dwelling units. ~~Units may be stacked, side-by-side, and occupy one single lots or separate lots. Triplexes meeting the definition for townhomes may be considered as such.~~

**Residence, Single-Family Attached, One Dwelling Unit Per Lot.** ~~A residential use consisting of a single building containing two dwelling units which share a common wall (including without limitation the wall of an attached garage or porch), but located on two separate lots containing no other dwelling units in such a manner that a lot line bisects the building along the common wall and that each dwelling unit is completely on a separate lot.~~

**Residence, Single-Family.** A building containing one dwelling unit. Unit may also have an attached or detached Accessory Dwelling Unit.

*Residence, Fourplex.* A building containing only four dwelling units. Units may be stacked, side-by-side, and occupy one single lots or separate lots. Fourplexes meeting the definition for townhomes may be considered as such.

*Residence, Two-Family.* A residential use consisting of a building containing two dwelling units. If two dwelling units share a common wall, even the wall of an attached garage or porch, the dwelling units shall be considered to be located in one building.

*Residence, Two-Family Conversion.* A two-family residence resulting from the conversion of a single building containing at least 2,000 square feet of gross floor area that was in existence on the effective date of this provision and that was originally designed, constructed and occupied as a single-family residence.

#### 14.72 Parking

**TABLE 14.72-I: TABLE OF PARKING REQUIREMENTS**

<b>Use</b>		<b>Parking Requirement</b>
<b>1.110</b>	Single family detached residences.	2 spaces per dwelling unit plus one space per room rented out (see Accessory Uses, Section <a href="#">14.40.050</a> )
<b>1.200</b>	<u>Duplex</u> <del>Two-family</del> residences.	2 spaces for each dwelling unit, except that one-bedroom units require only one space.
<b>1.220</b>	Accessory dwelling units.	Single-family detached residences with accessory dwelling units require 1 space in addition to the 2 spaces required for the principal dwelling.
<b>1.300</b>	Multifamily residences.	2 spaces per unit plus 1 additional space for every four units in the development, except multifamily units limited to senior citizens require only 1 space per unit.
<b>1.410</b>	Level I health and social service facility.	3 spaces for every five beds except for uses exclusively serving children under 16, in which case 1 space for every three beds shall be required.

**TABLE 14.72-I: TABLE OF PARKING REQUIREMENTS**

<b>Use</b>	<b>Parking Requirement</b>
<b>1.420</b> <b>1.430</b>	Level II and III health and social service facility. To be determined by the Planning Director on a case by case basis.
<b>1.440</b>	Group Homes for Juvenile Offenders 1 space for each staff person on site during the maximum shift plus 1 space for each facility vehicle plus 1 space for every three beds.
<b>1.510</b>	Rooming and boarding houses. 1 space for each bedroom.
<b>1.520</b>	
<b>1.530</b>	Tourist homes, hotels and motels. 1 space for each room to be rented plus additional space (in accordance with other sections of this table) for restaurant or other facilities.
<b>1.700</b>	Temporary emergency, construction, and repair residences. 2 spaces per dwelling unit plus one space per room rented out (see Accessory Uses, Section <a href="#">14.40.050</a> )
<b>2.111</b> <b>2.210</b>	Retail sales high volume traffic. 1 space per 200 square feet of gross floor area.
<b>2.112</b>	Convenience stores. 1 space per 150 square feet of gross floor area.
<b>2.120</b> <b>2.130</b> <b>2.220</b> <b>2.230</b>	Retail sales low volume traffic, wholesale sales. 1 space per 400 square feet of gross floor area.
<b>3.110</b> <b>3.120</b> <b>3.130</b> <b>3.210</b> <b>3.220</b>	Offices. 1 space per 400 square feet of gross floor area.

**TABLE 14.72-I: TABLE OF PARKING REQUIREMENTS**

<b>Use</b>		<b>Parking Requirement</b>
<b>3.230</b>	Banks.	1 space per 200 square feet of area within main building plus reservoir land capacity equal to 5 spaces per window (10 spaces if window serves two stations).
<b>4.110</b>	Manufacturing: majority of business from walk in trade.	1 space per 400 square feet of gross floor area.
<b>4.120</b> <b>4.200</b>	Manufacturing: majority of business does not come from walk in trade.	1 space for every employee on the maximum shift except that, if permissible in the commercial districts, such uses may provide 1 space per 200 square feet of gross floor area.
<b>5.110</b>	Elementary and secondary schools.	1.75 spaces per classroom in elementary schools, 5 spaces per classroom in high schools.
<b>5.120</b>	Trade and vocational schools.	1 space per 100 square feet of gross floor area.
<b>5.130</b>	Colleges and universities.	1 space per 150 square feet of gross floor area.
<b>5.200</b>	Churches, synagogues and temples.	1 space for every four seats in the portion of the church building to be used for services plus spaces for any residential use as determined in accordance with the parking requirements set forth above for residential uses, plus 1 space for every 200 square feet of gross floor area designed to be used neither for services nor residential purposes.
<b>5.300</b> <b>5.400</b>	Libraries, museums, art galleries, art centers.  Social, fraternal clubs and lodges, union halls.	1 space per 300 square feet of gross floor area.
<b>6.110</b>	Bowling alleys, skating rinks, indoor tennis and squash courts, billiard and pool halls,	1 space for every three persons that the facilities are designed to accommodate when fully utilized (if they can be measured in such a fashion—example, tennis courts or bowling alleys) plus 1 space per 200 square

**TABLE 14.72-I: TABLE OF PARKING REQUIREMENTS**

<b>Use</b>	<b>Parking Requirement</b>
indoor athletic and exercise facilities.	feet of gross floor area used in a manner not susceptible to such calculation.
<b>6.120</b> Movie theaters. <b>6.130</b> <del>Coliseums, stadiums, and amphitheaters all other facilities in the 6.100 use class designed to seat or accommodate more than 1,000 people at a time.</del>	1 space for every four seats.
<b>6.210</b> <del>Privately owned outdoor recreational facilities.</del> <b>6.220</b> <del>Publicly owned</del> <u>O</u> utdoor recreational facilities.	1 space per 200 square feet of area within enclosed buildings, plus 1 space for every three persons that the outdoor facilities are designed to accommodate when used to the maximum capacity.
<b>6.230</b> Golf driving ranges not accessory to golf courses, par 3 golf courses, miniature golf courses, skateboard parks, water slides.	Miniature golf course, skateboard park, water slide, and similar uses--1 space per 300 square feet of area plus 1 space per 200 square feet of building gross floor area; Driving range--1 space per tee plus 1 space per 200 square feet in building gross floor area; Par Three Course—2 spaces per golf hole plus 1 space per 200 square feet of building gross floor area.
<b>6.240</b> Horseback riding stables.	1 space per horse that could be kept at the stable when occupied to maximum capacity.
<b>6.250</b> Automobile and motorcycle racing tracks.	1 space for every three seats.
<b>6.260</b> Drive-in movie theater.	1 space per speaker outlet.
<b>6.300</b> Recreational activities compatible with regional	1 space for every three persons that the facilities are designed to accommodate when fully utilized (if they

**TABLE 14.72-I: TABLE OF PARKING REQUIREMENTS**

<b>Use</b>	<b>Parking Requirement</b>
recreation facilities and/or intended to cater to users of such facilities.	can be measured in such a fashion example, tennis courts or bowling alleys) plus 1 space per 200 square feet of gross floor area used in a manner not susceptible to such calculation. (Ord. 501, Sec. 13, 1995)
<b>7.100</b> Secure community transition facilities	1.5 spaces for each staff person on site during the maximum shift plus 1 space for each facility vehicle plus 1 space for every three beds.
<b>7.400</b> Penal and correctional facilities.	1 space for every two employees on maximum shift.
<b>8.100</b> Restaurants without substantial carry-out or delivery service, no drive-in service, no outdoor seating.	1 space per 100 square feet of gross floor area.
<b>8.200</b> Restaurant without substantial carry-out or delivery service, no drive-in service, but with outdoor seating.  <b>8.300</b> Restaurants with carry-out and delivery service, and outside seating.	<b>1 space per 100 square feet of gross floor area, Same as 8.100</b> plus 1 space for every four outside seats.
<b>8.400</b> Restaurants with carry-out and delivery service, drive-in and outside seating.	<b>1 space per 100 square feet of gross floor area Same as 8.200</b> plus reservoir lane capacity equal to 5 spaces per drive in window.
<b>9.100</b> Motor vehicle sales or rental; <b>9.200</b> mobile home sales. <b>9.300</b> Sales with installation of motor vehicle parts or accessories.	1 space per 200 square feet of gross floor area.

**TABLE 14.72-I: TABLE OF PARKING REQUIREMENTS**

<b>Use</b>		<b>Parking Requirement</b>
	Motor vehicle repair and maintenance.	
<b>9.500</b>	Gasoline sales.	1 space per 200 square feet of gross floor area of building devoted primarily to gas sales operation, plus sufficient parking area to accommodate vehicles at pumps without interfering with other parking spaces.
<b>9.600</b>	Car wash.	Conveyer type--1 space for every three employees on the maximum shift plus reservoir capacity equal to five times the capacity of the washing operation. Self-service type--2 spaces for drying and cleaning purposes per stall plus two reservoir spaces in front of each stall.
<b>10.210</b>	<u>Personal storage facilities</u>	1 space for every two employees on the maximum shift
<b>10.220</b>	<u>Storage of goods not being sold on the same site.</u>	but not less than 1 space per 5,000 square feet of area devoted to storage (whether inside or outside).
<b>11.000</b>	Scrap materials, salvage yards, junkyards, automobile graveyards.	1 space per 200 square feet of gross floor area.
<b>12.000</b>	Veterinarian, kennel.	1 space per 200 square feet of gross floor area.
<b>13.000</b>	Emergency services (Police Stations, Fire Stations).	1 space per 200 square feet of gross floor area.
<b>14.000</b>	<u>Agriculture, silviculture, mining, quarrying, soil processing</u> .	1 space for every two employees on maximum shift.
<b>15.100</b>	Post office, airport.	1 space per 200 square feet of gross floor area.
<b>15.200</b>		

**TABLE 14.72-I: TABLE OF PARKING REQUIREMENTS**

<b>Use</b>	<b>Parking Requirement</b>
<b>15.300</b> Solid waste facilities.	1 space for every two employees on maximum shift.
<b>15.400</b> Military reserve, national guard centers.	1 space per 100 square feet of gross floor area.
<b>16.000</b> Dry cleaner, <del>I</del> Laundromat.	1 space per 200 square feet of gross floor area.
<b>19.000</b> Open markets and horticultural sales.	1 space per 1,000 square feet of lot area used for storage, display, or sales.
<b>20.000</b> Funeral home.	1 space per 100 square feet of gross floor area.
<b>21.200</b> Crematorium.	1 space per 200 square feet of gross floor area.
<b>22.000</b> Commercial nursery schools, day care centers.	1 space per employee plus 1 space per 200 square feet of gross floor area.
<b>24.000</b> Bus and train stations.	1 space per 200 square feet of gross floor area.
<b>25.000</b> Commercial greenhouse.	1 space per 200 square feet of gross floor area.

(Ord. 1030, Sec. 2 (Exh. B), 2018; Ord. 811, Sec. 92, 2010; Ord. 666, Sec 11, 2002; Ord. 468, 1995)

**5.08.010 Definitions.**

**I. Covered Animal.** ~~Any hooved animal usually found on farms, such as horses, ponies, mules, bovine animals, sheep and goats.~~

**M. Farm Animals.** ~~Includes but is not limited to covered animals, poultry, and rabbits~~ Any animal typically found on farms and kept predominantly outdoors, including but not limited to horses, ponies, mules, cows, sheep, goats and fowl. . (See 14.44.075).



LAKE STEVENS CITY COUNCIL  
**STAFF REPORT**

## **Council Agenda Date June 22, 2021**

**Subject:** Staff Progress Update – Title 17 Amendments to Code Enforcement Process

**Contact Person/Department:** Ryan Mumma, Building Official  
**Impact:** Russ Wright – PCD Director **Budget:** None

**RECOMMENDATION(S)/ACTION REQUESTED OF COUNCIL:** None

## **BACKGROUND/DISCUSSION:**

As follow-up to the work session on March 2, 2021, staff is providing additional draft sections of proposed amendments to LMSC Title 17, regarding enforcement of violations of municipal code. The goal of the amendments is to streamline the enforcement process and complete general housekeeping of the code. These amendments are aimed to clarify the enforcement process, remove conflicting code provisions, and create additional enforcement tools for efficiency in resolving violation cases.

The provisions in Title 17 of the Lake Stevens Municipal Code are dedicated to the enforcement of criminal and civil violations of municipal code. However, there are conflicting provisions for enforcement and penalties in at least three other titles, Chapters 8, 9, and 14. By combining and repealing existing provisions staff believes the enforcement process will be more effective. We will retain the primary goal of advocating voluntary compliance as the preferred outcome, while still maintaining the authority for monetary penalties, advanced enforcement, and abatement by the City where voluntary compliance cannot be achieved.

During this session, staff will provide working drafts showing proposed amendments to LSMC Sections **17.30 Enforcement Actions**, **17.40 Service of Documents**, and **17.50 Recovery of Enforcement Costs**.

Staff will also provide amended versions of the sections previously presented at the March 2, 2021 work session, ***17.10 General Provisions***, and ***17.20 Enforcement Actions***. These sections contain revisions in response to council's feedback regarding definition of *Code Enforcement Officer* in section *17.10.110*, and *17.20.010 Authority to Enforce*. To aid in identification, the sections previously presented are shown in the exhibit as italicized while amended provisions in those sections are shown in red font. Additionally, staff performed minor restructuring of these two sections, but no other significant changes were made from the versions presented previously.

At a subsequent work session staff will present the remaining sections of Title 17, including recommendations for amendments to other sections of LSMC for alignment with the new provisions of Title 17. Ultimately, staff will present a complete and final draft of proposed amendments to Lake Stevens Municipal Code and Title 17 for council's review and approval.

**RECOMMENDATION:** Staff continues the process of updating LSMC code enforcement procedures

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**APPLICABLE CITY POLICIES:** LSMC Chapters 8, 9, 14, and 17

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**BUDGET IMPACT:** No budget impact.

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**EXHIBITS:**

1. Proposed LSMC Sections 17.10 through 17.50

## ***Chapter 17.10***

### ***GENERAL PROVISIONS***

*Sections:*

- 17.10.010 Purpose.*
- 17.10.020 Declaration of Public Nuisance*
- 17.10.030 Right of Entry*
- 17.10.040 Code Compliance Required*
- 17.10.050 General Provisions*
- 17.10.060 Conflicts*
- 17.10.070 Joint and several responsibility and liability.*
- 17.10.080 Separate offense – Scope of prohibited acts.*
- 17.10.090 Computation of Time*
- 17.10.100 Interference with code enforcement unlawful.*
- 17.10.110 Definitions*

***17.10.010 Purpose.***

- (a) *The purpose and intent of this title is to establish a uniform code enforcement system applicable to the variety of code enforcement actions that occur within the city. These regulations establish procedures and mechanisms to resolve violations, establish penalties for violations, provide an opportunity for a prompt hearing, decision and appeal as to alleged code violations, provide for abatement when necessary, and provide a mechanism to recover the City's costs.*
- (b) *It is the express and specific purpose and intent of this title to provide for and promote the health, safety and welfare of the general public and not to create or otherwise establish or designate any particular class or group of persons who will or should be especially protected or benefited by the terms of this chapter.*
- (c) *This title shall apply to all applicable provisions of the Lake Stevens Municipal Code and shall supersede any conflicting enforcement process. References in the code to violations or unlawful acts or omissions of "ordinances of the city" shall mean and include every such violation, act or omission of any provision of the code as maintained by the City*

***17.10.020 Declaration of public nuisance.***

*In addition to the penalties provided by this title, any condition caused or allowed to exist in violation of any of the provisions of the code is a public nuisance and all remedies given by law for the prevention and abatement of nuisances shall apply to any such nuisance or person responsible therefore, regardless of the institution or imposition of criminal or civil remedies stated above.*

***17.10.030 Right of entry.***

- (a) *Nonemergency Permissive Entry. Upon presentation of proper credentials, the code enforcement officer may, with the consent of the owner or occupier of a building or premises or pursuant to a lawfully issued inspection warrant, enter such location at all reasonable times to perform the duties of this chapter and to conduct inspections, tests or to carry out other duties imposed by the code.*

- (b) *Refusal of Entry. If entry is refused or cannot be obtained, the code enforcement officer may apply to a court of competent jurisdiction to obtain entry, and/or shall have recourse to every remedy provided by law to secure entry, including but not limited to obtaining an administrative warrant for entry.*
- (c) *Emergency Entry. In the event of an emergency presenting a threat to public health or safety and requiring immediate action by the code enforcement officer, the code enforcement officer may enter onto any property without obtaining consent but shall advise the property owner or other responsible person of such entry as soon as practicable thereafter.*

#### **17.10.040 Code compliance required.**

*It shall be unlawful for any person to violate or fail to comply with the requirements of the City's municipal code. Code compliance and violations shall primarily be enforced pursuant to this title, while maintaining the authority to use any other provisions of the Code, or as otherwise available under state and federal law.*

#### **17.10.050 General provisions.**

- (a) *The code enforcement officer shall have the authority to administer and enforce this title and is authorized to adopt procedures, rules or guidelines; conduct inspections; and prepare the forms necessary to carry out the purposes of this title. The code enforcement officer may seek assistance from City departments, other public agencies or private contractors to resolve code violations.*
- (b) *No provision or any term used in this title is intended to impose any duty upon the City, nor any of its officers, employees, or agents, which would subject them to damages in a civil action.*
- (c) *The provisions of this title detailing administration of code compliance procedures are not to be construed as creating a substantive basis for appeal or a defense of any kind to an alleged violation.*
- (d) *The provisions of this title authorizing the enforcement of noncodified requirements of any City department are intended to assure compliance with conditions of approval on plats, conditional use or special use permits, zone reclassifications and other similar permits or approvals which may have been granted by policies, requirements, or procedures which have not been codified, and to enforce new regulatory requirements which are not yet codified.*
- (e) *All conditions of land use or building permit approvals or licenses, and all easements and use limitations shown on the face of an approved final plat which are intended to serve or protect the general public are deemed conditions applicable to all subsequent property owners and their tenants and agents as permit requirements enforceable under this title. The code enforcement officer may modify or revoke any action under this title taken by the City if the City's action was incomplete or issued in error, or in response to new information or a change in circumstances.*

#### **17.10.060 Conflicts.**

*In the event a conflict exists between the enforcement provisions of this chapter and the enforcement provisions of any international or uniform code, statute, or regulation that is adopted in the Lake Stevens Municipal Code and subject to the enforcement provisions of this chapter, the enforcement provisions of this chapter will prevail, unless the enforcement*

*provisions of this chapter are preempted or specifically modified by said code, statute, or regulation. In the event of a conflict between this chapter and any other provision of this code or city ordinance providing for a civil penalty, the more specific provision shall control.*

**17.10.070     *Joint and several responsibility and liability.***

*Responsibility for violations of the codes enforced under this chapter is joint and several, both as to duty to correct and to payment of monetary penalties and costs, and the city is not prohibited from taking action against a party where other persons may also be potentially responsible for a violation, nor is the city required to take action against all persons potentially responsible for a violation.*

**17.10.080     *Separate offense – Scope of prohibited acts.***

- (a) *Any person violating the code is guilty of a separate offense for each and every day or portion of any day in which any violation of this code is committed, continued, or permitted by any such person, and such person is punishable accordingly.*
- (b) *Whenever in the code or ordinances of the city any act or omission is made unlawful, such act shall include causing, allowing, permitting, aiding, abetting, suffering or concealing the fact of such act or omission.*

**17.10.090     *Computation of time.***

*In computing any period of time prescribed or allowed by this code, the day of the act, event or default from which the designated period of time begins to run shall not be included. The last day of the period so computed shall be included unless it is a Saturday, Sunday, or legal holiday, in which event the period shall run until the end of the next day which is neither a Saturday, Sunday, nor legal holiday. When the period of time prescribed or allowed is less than seven (7) days, intermediate Saturdays, Sundays, and legal holidays shall be excluded in the computation.*

**17.10.100     *Interference with code enforcement unlawful.***

*Any person who intentionally obstructs, impedes, or interferes with any lawful attempt to serve a notice of violation, stop work order, or emergency order, or intentionally obstructs, impedes, or interferes with lawful attempts to correct a violation shall be guilty of a gross misdemeanor.*

## **Section 17.10.110**

### **DEFINITIONS**

*Sections:*

*17.10.110 Definitions.*

**17.10.110 Definitions.**

*Except where specifically defined in this section, all words used in this title shall carry their customary meanings. The word “shall” is always mandatory, and the word “may” denotes a use of discretion in making a decision. The following words and phrases used in this title shall have the following meanings:*

**“Abate”** means to take whatever steps are deemed necessary in the interest of the general health, safety, and welfare of the City by the code enforcement officer to return a property to the condition in which it existed before a civil code violation occurred or to assure that the property complies with applicable code requirements. Abatement may include, but is not limited to, rehabilitation, demolition, removal, replacement or repair.

**“Act”** means doing or performing something.

**“Appeal hearing”** means a hearing requested in response to a notice and order, emergency order infraction or other official written notice of violation issued by the code enforcement officer to contest the finding that a violation occurred or to contest that the person cited for a violation is responsible for the violation.

**“Applicable department director”** means a City administrator or any department director or other designee, empowered to enforce a City ordinance or regulation.

**“Cease and Desist”** means an order to stop or to allow the continuance of an activity or condition which is contrary to the provisions of Lake Stevens Municipal Code

**“City”** means the city of Lake Stevens, Washington.

**“Code violation”** means and includes one or more of the following:

(1) Any act or omission contrary to any ordinance, resolution, regulation or public rule of the City that regulates or protects public health, the environment or the use and development of land or water, whether or not the ordinance, resolution or regulation is codified; and

(2) Any act or omission contrary to the conditions of any permit, notice and order or stop work or other order issued pursuant to any such ordinance, resolution, regulation or public rule.

**“Civil penalty”** means a fine assessed for violation of a statute or regulation, in accordance with Section 17.150 or other provisions of Lake Stevens Municipal Code.

**“Code”** means the Lake Stevens Municipal Code.

**“Code Enforcement Officer”** means the Planning and Community Development Director or other designee, empowered to enforce a City ordinance or regulation.

**“Complaint”** means a report submitted to the City through an approved method, regarding possible violations of any ordinance, resolution, regulation or public rule of the City.

**“Contest”** means to defend against an adverse claim or challenge a position asserted during a legal proceeding.

**“Costs”** means, but is not limited to, contract expenses and city employee labor expenses incurred in abating a nuisance; a rental fee for city equipment used in abatement; costs of storage, disposal, or destruction; legal expenses and attorneys' fees associated with civil judicial enforcement of abatement orders or in seeking abatement orders; and any other costs incurred by the city, excluding fees and expenses associated with appeals authorized by this code or by state law.

**“Day”** or **“days”** means one or more calendar days, unless expressly stated otherwise in a given section or subsection. In addition, any portion of a 24-hour day shall constitute a full calendar day.

**“Development”** or **“development proposal”** means the erection, alteration, enlargement, demolition, maintenance or use of any structure or the alteration or use of land above, at, or below ground or water level, and all acts authorized by a City permit or regulation.

**“Emergency”** means an action that must be undertaken immediately or within a time frame too short to allow full compliance with this chapter, in order to avoid an immediate threat to public health or safety, to prevent an imminent danger to public or private property, or to prevent an imminent threat of serious environmental degradation.

**“Emergency order”** means a stop work order or a cease and desist order issued pursuant to LSMC by the city under its police power authority in response to an actual or potential threat or risk to the health, safety, or welfare of people, property, city infrastructure or the environment.

**“Enforcement action”** means a notice and order, an infraction, or emergency order issued pursuant to this Title.

**“Fine”** means payment imposed by an agency for violation of laws or regulations.

**“Found in violation”** means that:

(1) A notice and order, stop work order or infraction has been issued and not timely appealed; or

(2) The hearing examiner has determined that the violation has occurred and the hearing examiner's determination has not been stayed or reversed on appeal.

**“Hearing examiner”** means the City of Lake Stevens hearing examiner, as provided in Chapter 2.48 LSMC.

**“Infraction” or “civil infraction”** means any code violation designated as an infraction or civil infraction by the code enforcement officer pursuant to Chapter 7.80 RCW, incorporated herein by reference for which a monetary penalty may be imposed.

**A “Notice of Violation”** represents a notice issued per LSMC that a code violation has occurred, that the cited party is a person responsible for code compliance, and that the violations set out in the Notice of Violation require the assessment of penalties and costs and other remedies specified in the Notice of Violation.

**“Nuisance”** (also referred to herein as “violation” or “nuisance violation”) means, in addition to the conditions established in Chapter 9.60 LSMC, a violation of any City of Lake Stevens ordinance

**“Nuisance Vehicle”** means any vehicle, including, but not limited to motorized vehicles of any kind, boats, watercraft, recreational vehicles and trailers of any size that:

(a) has characteristics which include, but are not limited to damaged, rusted, partially dismantled, wrecked, flat tire(s), broken window(s) or windshield, or missing wheels, tires, motor, or transmission, expired tabs or an accumulation of natural vegetation or debris on or around the vehicle; and

(b) is apparently inoperable.

**“Omission”** means a failure to act.

**“Order”**. means a written mandate such as notice of violation, cease and desist, stop work order, notice of a civil fine or fee, suspension or revocation of a license or permit, which orders the responsible person to comply with the action imposed.

**“Permit”** means any form of certificate, approval, registration, license or any other written permission issued by the City of Lake Stevens.

**“Person”** means any individual, association, partnership, corporation or legal entity, public or private, and includes the agents, contractors, and assigns of such person, including registered agents thereof.

**“Person responsible” or “responsible person”** means the owner, occupier, tenant, manager, agent or other person who caused or is causing the code violation under this title or other public law.

**“Public nuisance”** means a nuisance that affects equally the rights of an entire community or neighborhood, although the extent of the damage may be unequal.

**“Repeat violation”** means, as evidenced by the prior issuance of a correction notice or a notice of violation, a subsequent violation that has occurred on the same property or that has been committed by a person responsible for the prior violation elsewhere within the city of Lake Stevens. To constitute a repeat violation, the violation need not be the same violation as the prior violation. The violation of a written order of the hearing examiner that has been served as provided in this chapter shall constitute a repeat violation.

***“Stop work order”*** means an order issued to immediately stop any action or work being conducted without a permit or performed in a manner contrary to the provisions of Lake Stevens Municipal Code

***“Voluntary compliance agreement”*** or ***“VCA”*** means a written and executed contract between the person responsible for the violation and the City, under which such person agrees to abate the violation within a specified time and according to specified conditions.

***“Violation”*** means an act or omission contrary to a City development regulation including an act or omission at the same or different location by the same person and including a condition resulting from such act or omission.

***“Warning Letter”*** means letter informing the recipient of a minor violation and does not carry a penalty or enforcement action.

## ***Chapter 17.20***

### ***ENFORCEMENT PROCESS***

*Sections:*

- 17.20.010 *Authority to Enforce.*
- 17.20.020 *Authority to Enact an Order.*
- 17.20.030 *Categories of response.*
- 17.20.040 *Procedures and guidelines for responding to code complaints and violations.*

***17.20.010 Authority to Enforce.***

*The City of Lake Stevens authorizes the code enforcement officer to enact an official order and direct the service of such order to enforce against violations of, and/or failure to comply with the regulations of, any provisions of the Lake Stevens Municipal Code.*

***17.20.020 Categories of response.***

*Responses to complaints or evidence of a code violation shall be prioritized based on significance and severity. The categories set forth in this section are not jurisdictional and failure to meet them in any particular case shall not affect the City's authority to enforce City code provisions with regard to that case. The following categories serve as guidelines for administering this title:*

- (a) *High risk situations need an urgent response. These include an imminent likelihood of/or actual bodily harm or detrimental public health exposure, damage to public resources or facilities, damage to real or personal property, or significant environmental damage or contamination.*
- (b) *Moderate risk situations need a prompt response. These include a risk of bodily harm, damage to public resources or facilities, damage to real or personal property, environmental damage or contamination.*
- (c) *Low risk situations need response as time permits. These are nonemergent, do not fit within the high risk or moderate risk categories and have only minor public impacts.*

***17.20.030 Procedures and guidelines for responding to code complaints and violations.***

- (a) *This section sets out procedures and guidelines for responding to complaints and code violations.*
- (b) *Complaints – Investigation, Verification. The code enforcement officer shall determine whether a complaint is reliable based upon past complaints, subsequent inspections and/or investigations, and other relevant criteria or information. If the code enforcement officer determines a complaint is reliable, the code enforcement officer may conduct or take all appropriate or necessary inspections, investigations*

*and actions. If the code enforcement officer determines a complaint is not reliable, the city is not obligated to conduct any further inspection or investigation, nor to act regarding such complaint.*

(c) *Violations – Investigation – Verification - Enforcement. The code enforcement officer will determine whether a violation is probable or has occurred based upon information derived from sources including but not limited to complaints, police reports, inspections, field observations, witnesses, relevant documents, and city data systems. When the code enforcement officer makes such a determination, the violation will be documented and the code enforcement officer may take or issue appropriate enforcement action pursuant to this chapter including but not limited to issuance of warning letters, VCAs, notices of violation, emergency orders, civil infractions, fines, penalties, and criminal enforcement.*

(d) *Enforcement Actions. In order to promote compliance with the code and/or to discourage public nuisances, the code enforcement officer may, in response to inspections, field observations, reports, investigations or reliable complaints, determine that violations of the code have occurred or are or may be occurring, and may take the following enforcement actions, in whole or part, and in any order appropriate to the violation:*

- (1) *Warning.*
- (2) *Voluntary Compliance Agreement.*
- (3) *Notice of Violation.*
- (4) *Emergency Orders; Stop Work, Cease & Desist.*
- (5) *Civil Infraction.*
- (6) *Suspend, revoke, or modify any permit, license or approval.*
- (7) *Impose fines, penalties, and/or recover costs incurred by the city.*
- (8) *Criminal enforcement.*

(e) *Verification of Compliance. The code enforcement officer shall make such investigations or inspections as necessary or appropriate to confirm compliance with any enforcement action.*

#### **17.20.040 Transfer of Ownership.**

*Where any enforcement order has been issued pursuant to this title, it shall be unlawful for the owner of the subject property to sell, transfer, mortgage, lease or otherwise dispose of such, property, dwelling unit, or structure to another until the provisions of the enforcement order have been complied with, or until such owner shall first furnish the grantee, transferee, mortgagee or lessee a true copy of any enforcement order or notice of violation issued by the*

*code enforcement officer and shall furnish to the code enforcement officer a signed and notarized statement from the grantee, transferee, mortgagee or lessee, acknowledging the receipt of such enforcement order and fully accepting the responsibility without condition for making the corrections or repairs required by such enforcement order. This provision shall not apply to the following types of transfers of real property: a transfer between spouses or between domestic partners in connection with a marital dissolution or dissolution of a state registered domestic partnership; a transfer made by the personal representative of the estate of the decedent or by a trustee in bankruptcy; and a tax deferred exchange to an intermediary or facilitator.*

## Chapter 17.30

### ENFORCEMENT ACTIONS

#### Sections:

- 17.30.010 Warning Letter
- 17.30.020 Voluntary Compliance Agreements
- 17.30.030 Extension of Compliance Time
- 17.30.040 Notice of Violation
- 17.30.050 Emergency Orders
- 17.30.060 Civil Infractions

#### **17.30.010 Warning Letter**

A warning letter may be issued whenever the code enforcement officer determines a probable or actual violation has occurred and (1) there is no history of prior violations at the subject property or by the responsible person, and (2) the severity of the violation falls under the low risk category per Section 17.20.020 (3). This section is not applicable to repeat violations as defined in Section 17.10.110.

(a) Content. A warning notice shall contain the following information to the extent known:

- (1) The address and/or location of the code violation.
- (2) A legal description of the real property or the Snohomish County tax parcel number where the violation occurred or is located, or a description identifying the property by commonly used locators.
- (3) The name(s) of the responsible person(s) and the property owner (if different than the responsible person).
- (4) A statement that the city has found the named person has or likely has committed a code violation, and a brief description of the violation(s).
- (5) A statement of the specific authority (e.g., regulation, administrative order, ordinance, resolution, rule, permit condition, or other provision) that was or is being violated.
- (6) A statement that the warning notice represents a determination that a code violation has or likely has occurred and that the responsible person may be subject to civil fines and/or criminal penalties.
- (7) A statement of the amount of the civil fine that may be assessed if the violation(s) are not corrected as required.
- (8) A statement of the corrective or abatement action required to be taken and that all required permits to perform the corrective or abatement action must be obtained from the proper issuing agency.

(9) A statement advising the responsible person of his/her duty to notify the City of all actions taken to achieve or address compliance with the warning notice.

(10) A statement advising that a failure to correct the violation(s) cited in the warning notice may lead to additional enforcement actions, administrative orders, or the modification of any pending or existing city approvals.

### **17.30.020 Voluntary Compliance Agreements**

A voluntary compliance agreement (VCA) may be entered into at any time before an administrative appeal is decided.

(a) Content. A VCA is a written contract between the person responsible for the violation and the city and signed by both parties, where such person agrees to abate the violation within a specified time and according to specified conditions. The VCA shall be completed on a form approved by the code enforcement officer and the city attorney and shall, at minimum, include the following:

- (1) The address and/or location of the code violation.
- (2) A legal description of the real property or the Snohomish County tax parcel number where the violation occurred or is located, or a description identifying the property by commonly used locators.
- (3) The name(s) of the responsible person(s) and the property owner (if different than the responsible person).
- (4) A description of the violation(s) and a reference to the code(s) which has been violated;
- (5) The necessary corrective action to be taken, and the date by which the correction must be completed;
- (6) An agreement by the person responsible that the city may inspect the premises as may be necessary to determine compliance with the VCA;
- (7) The amount of the civil penalty that will be imposed pursuant to this title if the person responsible does not meet his or her obligations under the VCA;
- (8) A statement that the person responsible waives the right to an administrative or judicial hearing for appeal purposes; and
- (9) An agreement by the person responsible that if the city determines that such person does not meet his or her obligations specified in the VCA, the city may impose any remedy authorized by this title, including, but not limited to:
  - (i) Assessment of civil penalties as established by resolution or otherwise identified in the VCA;
  - (ii) Abatement of the violation;

(iii) Assessment of all costs and expenses incurred by the city to pursue code enforcement and to abate the violation, including legal and incidental expenses; and

(iv) Suspension, revocation, or limitation of a permit.

(b) Waiver of Appeal. In consideration of the City's agreement to enter into a VCA, the person responsible shall completely surrender and have no right to an administrative or judicial hearing, under this title or otherwise, regarding the matter of the violation and/or the required corrective action. The VCA is a final, binding agreement, it is not a settlement agreement, and its contents are not subject to appeal.

### **17.30.030 Notice of Violation.**

(a) Authority. Whenever the code enforcement officer has reason to determine that a code violation occurred or is occurring, the code enforcement officer is authorized to issue a notice of violation to any person responsible for the code violation. Subsequent violations shall be treated as new violations for purposes of this section.

(b) Failure to correct. Failure to correct the code violation in the manner prescribed by the Notice of Violation subjects the person to whom the Notice of Violation is directed to the use of any of the compliance remedies provided by this title, including additional civil penalties and costs, and abatement by the City.

(c) Failure to appeal. Failure to appeal the Notice of Violation within the applicable time limits shall render the Notice of Violation a final determination that the conditions described in the Notice of Violation existed and constituted a code violation, and that the named party is liable as a person responsible for code compliance.

(d) Other remedies. Issuance of a Notice of Violation in no way limits the code enforcement officer's authority to issue a emergency order to a person previously cited through the Notice of Violation process pursuant to this title, or to pursue any of the other remedies for compliance set forth in this Chapter. Payment of the civil penalties assessed under the Notice of Violation does not relieve a person found to be responsible for code compliance of his or her duty to correct the violation and/or to pay any and all civil fines or penalties accruing under this Chapter.

(e) Contents. A notice of violation shall be completed in a form approved by the code enforcement officer and the City attorney, and shall be served consistent with Chapter 17.40 LSMC and shall, at minimum, include the following:

- (1) The address and/or location of the code violation.
- (2) A legal description of the real property or the Snohomish County tax parcel number where the violation occurred or is located, or a description identifying the property by commonly used locators.
- (3) The name(s) of the responsible person(s) and the property owner (if different than the responsible person).
- (4) A statement of each ordinance, regulation, code provision or permit requirement violated;
- (5) The name of the code enforcement officer issuing the notice of violation ;
- (6) The required corrective action that is necessary to achieve compliance and specify dates by which the correction must be completed;

- (7) If the corrective action is not completed by the final date set for compliance, the responsible person shall be subject to cumulative penalties as specified in LSCM 17.30.050 (D) commencing on the final date set for compliance until compliance with the Notice of Violation is achieved.
- (8) An explanation of the appeal process and the specific information required to file an appeal;
- (9) A statement that if the violation is not corrected and the notice of violation is not appealed, the violation(s) shall be deemed committed without requiring further action by the city or the city's hearing examiner and the person to whom the notice of violation is issued to shall be assessed the monetary penalty indicated in the Notice of Violation;
- (9) A statement that payment of a monetary penalty does not relieve the person responsible to whom the notice was issued of the duty to correct the violation; and
- (10) A statement advising that, if any of the work is not commenced or completed within the time specified for compliance, the city may proceed to abate the violation, cause work to be done, and assess the costs and expenses of abatement incurred by the city against the person responsible, and that the city may take any other legal action, including the filing of a lien on the property for the costs of the abatement and any accompanying fines or penalties.

(f) Monetary Penalties. The monetary penalties associated with a Notice of Violation shall be as specified in LSCM 17.60.010 (c)

(g) Continued Duty to Correct. Payment of a monetary penalty pursuant to this chapter does not relieve the person to whom the notice of civil violation was issued of the duty to correct the violation.

(h) Supplementation, revocation or modification.

- (i) Whenever there is new information or a change in circumstances, the code enforcement officer may add to, rescind in whole or in part or otherwise modify a notice of violation by issuing a supplemental notice of violation. The supplemental notice of violation shall be governed by the same procedures applicable to all notice of violation contained in this title.
- (ii) The code enforcement officer may revoke or modify a notice of violation issued under this title if the original notice of violation was issued in error or if a party to an order was incorrectly named. The revocation or modification shall identify the reason and underlying facts for revocation and may be recorded with the Snohomish County recorder's office, or its successor agency, if the underlying notice of violation was recorded.

(i) Recording.

- (a) Whenever a notice of violation is served on a person responsible for the code violation, the city may record a copy of the notice of violation with the Snohomish County recorder's office, or its successor agency.
- (b) When all violations specified in the notice of violation have been corrected or abated, the code enforcement officer shall record a release of notice of violation with the

Snohomish County recorder's office, or its successor agency, if the underlying notice of violation was recorded. The release shall include a legal description of the property where the violation occurred and shall state, if applicable, that any unpaid civil penalties for which liens have been recorded are still outstanding and continue as liens on the property.

(j) Time limits.

(a) Persons receiving a notice of violation shall rectify the code violations identified within the time period specified by the code enforcement officer in the notice of violation issued pursuant to this title, unless the responsible person requests an extension pursuant to LSMC 17.30.060

(b) Unless an appeal is filed with the city clerk for a hearing before the hearing examiner in accordance with this title, the notice of violation shall become the final administrative order of the code enforcement officer, and the civil penalties assessed shall be immediately due and subject to collection.

#### **17.30.040 Emergency Orders.**

(a) Authorization. Whenever a violation of this title threatens the health or safety of the public or materially impairs the code enforcement officer's ability to secure compliance with the Lake Stevens Municipal Code, the code enforcement officer may issue an emergency order, defined by chapter 17.10.110 LSMC, specifying the violation and prohibiting any work or other activity at the site. Emergency orders shall be served consistent with chapter 17.40 LSMC. Issuance of a notice of violation or other order is not a condition precedent to the issuance of an emergency order.

(b) Emergencies. Where an emergency exists, the code enforcement officer shall not be required to give a written notice prior to stopping the activity.

(c) Issuance. The order shall state the reasons for the order, the conditions under which the activities cited may be permitted to resume and may be appended to, or incorporate by reference, a notice of violation. The order shall take effect immediately upon service. During any such appeal, the order shall remain in effect.

(d) Effect.

(1) The code enforcement officer is authorized to assess a special investigation fee for the issuance of an emergency order when work has started without the issuance of a permit. The special investigation fee shall be established pursuant to the city's most recently adopted fee schedule.

(2) Upon issuance of an emergency order, the work cited shall immediately cease.

(3) Work or activity, related or unrelated to the cited work, shall not resume unless specifically authorized in advance by the code enforcement officer.

(4) Any violation of the emergency order is hereby declared to be a nuisance and the code enforcement officer is authorized to enjoin or abate such nuisance by any legal or equitable means available. The costs, specifically including reasonable attorney and expert witness fees, for the injunction or abatement, shall be recovered by the city from the person responsible for the

code violation in the manner provided by law.

(5) Failure to comply with the terms of an emergency order subjects the person responsible for the code violation to civil penalties and costs as set forth in this title.

(e) Remedy – Civil Penalties. Any person who shall continue any work in or about the structure after having been served with an emergency order, except such work as that person is directed to perform to remove a violation or unsafe condition, shall be subject to penalties as prescribed by law.

(1) In addition to any other judicial or administrative remedy, the code official or designee may assess penalties for the violation of any emergency order as set forth in chapter 17.60 LSMC.

(2) Penalties for the violation of any stop work order shall begin to accrue on the first day the emergency order is violated and shall cease on the day the work is actually stopped.

(3) Violation of an emergency order shall be a separate violation from any other code violation. Civil penalties assessed create joint and several personal obligations in all persons responsible for code violation. The city may collect the civil penalties assessed by any appropriate legal means.

(4) In addition to all other remedies, a lien for the value of the civil penalties imposed may be filed against the real property that is subject to compliance with this title in accordance with chapter 17.60 LSMC.

(f) Appeal. An emergency order may be appealed according to the procedures prescribed by this title and chapter . Failure to appeal the emergency order within the applicable time limits renders the emergency order a final determination that the code violation occurred, and that work was properly ordered to cease.

(g) Removal of an Emergency Order. When an emergency order has been posted in conformity with the requirements of this chapter, removal of such order without the authorization of the City, or the hearing examiner if the matter has been heard by the hearing examiner, is unlawful and a separate violation of the municipal code. A penalty for removal, defacing, or destruction of any emergency order may be assessed in the amount specified in Table 17.60.010

### **17.30.050 Civil Infractions.**

(a) Whenever the code enforcement officer has reason to determine that a code violation occurred or is occurring, the code enforcement officer is authorized to issue an infraction in accordance with Chapter 7.80 RCW, which is incorporated herein by this reference, upon the person responsible for the condition. Issuance of an infraction constitutes a civil infraction. The city's hearing examiner shall have jurisdiction over all infractions issued under this title.

(b) Chapter 7.80 RCW is hereby adopted by reference to the extent that it is not inconsistent with explicit provisions of the Lake Stevens Municipal Code, including this section.

### **17.30.060 Extension of Compliance Time.**

The code enforcement officer may grant an extension of the time limit for compliance if the code

enforcement officer deems the person responsible has shown due diligence and/or substantial progress in correcting the violation but circumstances render full and timely compliance under the original conditions unattainable. Such request shall be made in writing prior to the stated time limit for compliance and clearly establish the need for the extension.

## Chapter 17.40

### SERVICE OF DOCUMENTS

Sections:

17.40.010 Service of documents.

**17.40.010 Service of written notice.**

(a) Methods of Service. Service of notices and orders, warnings, emergency orders, infractions, orders, rulings, decisions and any other document (collectively “document”) issued by the code enforcement officer shall be made by one or more of the following methods:

- (1) By personal service to the person responsible for the code violation or by leaving a copy of the document at such person’s place of residence with a person of suitable age and discretion who resides there.
- (2) By posting the document in a conspicuous place on the property where the violation occurred and concurrently mailing notice as provided for in this subsection.
- (3) By mailing two copies of the document, postage prepaid, one by ordinary first class mail and the other by certified mail, return receipt, to the person responsible for the code violation at his, her or its last known address, at the address of the violation, or at the address of the place of business of the person responsible for the code violation. The property owner’s address as shown on the tax records of the county shall be deemed to be the proper address for the purpose of mailing such notice to the landowner of the property where the violation occurred. Service by mail shall be presumed effective upon the third business day following the day upon which the document was placed in the mail.
- (4) For notices of violation only, when the address of the person responsible for the code violation cannot reasonably be determined, service may be made by publication once in the City’s official newspaper.
- (5) By personal service on the person responsible at their place of employment

(b) Service not invalidated. The failure of the code enforcement officer to make or attempt service of written notice shall not invalidate any proceedings as to any other person duly served.

(c) Service – When Complete. If service is accomplished by personal service, service shall be deemed complete immediately. If service is accomplished by mail, service shall be deemed complete upon the third day following which the document is placed in the mail, unless the third day falls on a Saturday, Sunday, or legal holiday, in which event service shall be deemed complete on the first day other than a Saturday, Sunday, or legal holiday following the third day. If service is accomplished by posting, service shall be deemed complete upon the fourteenth day following the day upon which the document is posted. If service is accomplished by publication, service shall be deemed complete upon the final publication of the document as set forth in RCW 4.28.110.

(d) Proof of Service – Due Diligence. Proof of service shall be made by written affidavit or

declaration under penalty of perjury executed by the person effecting the service, declaring the time and date of service and the manner by which service was made. If service was made solely by posting or publication, the proof of service shall include a statement as to what steps were used in attempting to serve personally and by mail the person at whom service of the document is directed. If service was made by posting, a photograph of the posting may be taken and retained by the city as documentation.

(e) Additional Proof of Service Not Necessary. No additional proof of service beyond the requirements in this chapter shall be required by the hearing examiner or other entity. Any failure of the person to whom a document is directed to observe a document served by posting or publication shall not invalidate service made in compliance with this section, nor shall it invalidate the document.

## Chapter 17.50

### RECOVERY OF ENFORCEMENT COSTS

Sections:

17.50.010 Recovery of enforcement costs.

**17.50.010 Recovery of enforcement costs.**

Any person responsible for a violation of the LSMC may be assessed costs as provided in this section.

- (a) Costs for Enforcement Actions, Investigations and Corrections. The code enforcement officer may assess the city's costs and expenses, including attorney fees, for any enforcement actions, investigations, and corrective actions taken under this chapter.
- (b) Damages. In addition to any penalties or costs that may be imposed, any person violating or failing to comply with any of the provisions of this code shall be liable for all loss or damage to public or private property arising from such violation, including the cost of restoring the affected area to its condition prior to the violation. Administrative costs will be charged as fifteen (15%) percent of the total amount of liability for costs, expenses, losses, or damages to the city occasioned thereby. This clause does not establish a cause of action that may be asserted by any party other than the city. Penalties, damage, costs, and expenses may be recovered only by the city.
- (c) Special Assessment. Pursuant to RCW 35A.21.405, the city may levy upon the property at issue a special assessment for the expense of any abatement undertaken, or unpaid fines, penalties and costs issued pursuant to this title.
  - (1) Prior to levying the special assessment authorized in subsection (c) of this section, the city shall provide the owner and any identifiable mortgage holder with 10 days' advance written notice that a special assessment will be levied on the property. The notice shall provide the estimated amount of the special assessment. The notice shall be sent by regular mail.
  - (2) The special assessment authorized by this section constitutes a lien against the property, and is binding upon successors in title only from the date the lien is recorded in the county where the affected real property is located. Up to \$2,000 of the recorded lien is of equal rank with state, county, and municipal taxes.
  - (3) A property owner or mortgage holder shall be afforded the opportunity to an administrative hearing to contest the code enforcement officer's determination to levy the special assessment provided for in subsection (c) above.
    - i. Any hearing pursuant to this subsection must be requested by the owner or mortgage holder in writing within twenty (20)

days of mailing of the notice.

- ii. The owner's or mortgage holder's written request for hearing shall be filed with the city clerk.
- iii. Failure to submit a timely notice shall be deemed a failure to exhaust administrative remedies and shall preclude any further review.
- iv. The city will conduct the hearing within twenty (20) days of the receipt of the request.
- v. The administrative hearing will be held before the hearing examiner. Formal rules of evidence will not apply; provided, however, that the hearing examiner will review the existing record, and only the owner and/or mortgage holder and the city will be allowed to present oral testimony and documentary evidence to the hearing examiner. The hearing examiner will issue a written decision within 10 days of the conclusion of the hearing. The decision of the hearing examiner shall be final and conclusive.