



City of Lake Stevens Vision Statement

By 2030, we are a sustainable community around the lake with a vibrant economy, unsurpassed infrastructure and exceptional quality of life.



CITY COUNCIL REGULAR MEETING AGENDA Lake Stevens School District Educational Service Center (Admin. Bldg.) 12309 22nd Street NE, Lake Stevens

Monday, February 9, 2015 – 7:00 p.m.

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

CALL TO ORDER: 7:00 P.M.
Pledge of Allegiance

ROLL CALL:

GUEST BUSINESS:

CONSENT AGENDA: *A Approve 2015 vouchers Barb
*B Approve January 26, 2015 Council Regular Meeting Minutes Barb

PUBLIC HEARING: PUBLIC HEARING FORMAT:

1. Open Public Hearing
2. Staff presentation
3. Council's questions of staff
4. Proponent's comments
5. Comments from the audience
6. Close public comments portion of hearing
7. Discussion by City Council
8. Re-open the public comment portion of the hearing for additional comments (optional)
9. Close Hearing
10. COUNCIL ACTION:
 - a. Approve
 - b. Deny
 - c. Continue

*A First Reading of Ordinance 927 Adopting Lake Stevens School District Capital Facilities Plan Sally

Lake Stevens City Council Regular Meeting Agenda

February 9, 2015

- ACTION ITEMS:**
- *A Professional Services Agreement with KPFF Consulting Engineers for Surveying Services for the Design of the North Davies Sidewalk Connection Project Mick/Adam
 - *B Public Works Asset Management System Award Mick
 - *C Professional Services Agreement with TetraTech for 20th Street SE 79th-83rd Regional Storm Pond Study Mick
 - *D Professional Services Agreement with Perteet, Inc. regarding 20th Street SE Phase II Design and Right of Way Acquisition Scoping Mick
 - *E Professional Services Agreement with American Forest Management, Inc. for Arborist Service Mick

- DISCUSSION ITEMS**
- A Salary Commission Steve
 - *B Budget Amendment – Ordinance No. 929 Barb

COUNCIL PERSON'S BUSINESS

MAYOR'S BUSINESS

STAFF REPORTS

EXECUTIVE SESSION Potential Litigation

ADJOURN

* ITEMS ATTACHED	** ITEMS PREVIOUSLY DISTRIBUTED	# ITEMS TO BE DISTRIBUTED
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**THE PUBLIC IS INVITED TO ATTEND
Special Needs**

The City of Lake Stevens strives to provide accessible opportunities for individuals with disabilities. Please contact Steve Edin, City of Lake Stevens ADA Coordinator, (425) 377-3227, at least five business days prior to any City meeting or event if any accommodations are needed. For TDD users, please use the state's toll-free relay service, (800) 833-6384, and ask the operator to dial the City of Lake Stevens City Hall number.

NOTICE:

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

**BLANKET VOUCHER APPROVAL
 2015**

We, the undersigned Council members of the City of Lake Stevens, Snohomish County, Washington, do hereby certify that the merchandise or services hereinafter specified have been received and that the following vouchers have been approved for payment:

Payroll Direct Deposits	1/30/2015	\$127,613.32
Payroll Checks	37995-37997	\$6,085.32
Tax Deposit(s)	1/30/2015	\$50,493.53
Electronic Funds Transfers	ACH	\$102,006.97
Claims	37998-38060	\$125,089.10
Void Checks	37966	(\$1,009.74)
Total Vouchers Approved:		\$410,278.50

This 9th day of February 2015:

 Mayor

 Councilmember

 Finance Director

 Councilmember

 Councilmember

 Councilmember



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Accounts Payable Checks and EFTs for period of 01/27/2015 to 02/09/2015

Invoice	AccountCode	Account Description	Item Description	Amount	
Ace Hardware			Check 38002	2/9/2015	\$96.74
45092	001-007-558-50-31-01	PL-Operating Costs	Parts for swing door	\$2.07	
45092	001-007-559-30-31-01	PB-Operating Cost	Parts for swing door	\$2.06	
45186	001-008-521-20-31-01	LE-Operating Costs	Wood glue	\$9.76	
45161	101-016-544-90-31-02	ST-Operating Cost	Toilet handle for shop	\$3.80	
45153	101-016-544-90-31-02	ST-Operating Cost	Staple gun and staples	\$16.01	
45092	101-016-544-90-31-02	ST-Operating Cost	Socket set/Parts for swing door	\$21.62	
45092	410-016-531-10-31-02	SW-Operating Costs	Socket set/Parts for swing door	\$21.62	
45153	410-016-531-10-31-02	SW-Operating Costs	Staple gun and staples	\$16.01	
45161	410-016-531-10-31-02	SW-Operating Costs	Toilet handle for shop	\$3.79	
ACES			Check 38003	2/9/2015	\$329.00
10510GR	001-005-517-60-31-00	HR-Safety Program	Safety Training:Hearing protection	\$75.46	
10510GR	101-016-517-60-31-00	ST-Safety Program	Safety Training:Hearing protection	\$126.77	
10510GR	410-016-517-60-31-00	SW-Safety Program	Safety Training:Hearing protection	\$126.77	
Advantage Building Services			Check 38004	2/9/2015	\$651.70
1307	001-007-558-50-41-00	PL-Professional Servic	Janitorial Services	\$28.75	
1307	001-007-559-30-41-00	PB-Professional Srv	Janitorial Services	\$28.75	
1307	001-008-521-20-41-00	LE-Professional Services	Janitorial Services	\$300.00	
1307	001-010-576-80-41-00	PK-Professional Services	Janitorial Services	\$19.16	
1307	001-012-575-50-41-00	CS-Community Center - Cleaning	Janitorial Services	\$115.00	
1307	001-013-518-20-41-00	GG-Professional Service	Janitorial Services	\$156.00	
1307	101-016-542-30-41-02	ST-Professional Service	Janitorial Services	\$19.17	
1307	410-016-531-10-41-01	SW-Professional Services	Janitorial Services	\$19.17	

Invoice	AccountCode	Account Description	Item Description	Amount
1307	621-000-386-00-00-00	Retainage -Public Bldg Maint	Retainage-Advantage svcs	(\$34.30)
AFLAC			Check 0	1/30/2015
01/30/15	001-000-284-00-00-00	Payroll Liability Other	Employee paid Insurance Prem	\$1,495.80
Anderson Jennifer			Check 38005	2/9/2015
Feb 2015	001-000-284-00-00-00	Payroll Liability Other	Section 125 Dep Care Reimb Feb 2015	\$416.16
Assoc of Washington Cities EFT			Check 0	2/9/2015
02/2015	001-000-283-00-00-00	Payroll Liability Medical	Medical Insurance Premium Feb 2015	\$91,159.34
02/2015	001-013-518-30-20-00	GG-Benefits	Medical Insurance Premium Feb 2015	(\$0.20)
Bio Clean Inc			Check 38006	2/9/2015
6083	001-008-521-20-48-00	LE-Repair & Maintenance	Decontamination of Patrol Vehicle	\$276.94
Blumenthal Uniforms			Check 38007	2/9/2015
111782	001-008-521-20-26-00	LE-Clothing	Uniform items-Lyons	\$118.70
115673	001-008-521-20-26-00	LE-Clothing	Uniform items	\$256.89
117107	001-008-521-20-26-00	LE-Clothing	Uniform items - Taylor	\$65.43
111784	001-008-521-20-26-00	LE-Clothing	Uniform items-Lyons	\$228.05
112895	001-008-521-20-26-00	LE-Clothing	Uniform items - Parnell	\$310.13
112892	001-008-521-20-26-00	LE-Clothing	Uniform items-Parnell	\$132.82
112894	001-008-521-20-26-00	LE-Clothing	Uniform items-Lyons	\$434.99
117133	001-008-521-20-26-00	LE-Clothing	Uniform items - Parnell	\$153.33
112895-80	001-008-521-20-26-00	LE-Clothing	Uniform items - Parnell	(\$26.01)
117133-01	001-008-521-20-26-00	LE-Clothing	Uniform items - Parnell	\$149.80
114819	001-008-521-20-26-00	LE-Clothing	Uniform items - Smith/Michaelson	\$327.86
Buchheit Marcellus			Check 38008	2/9/2015
LUA2014-0001	001-000-345-81-00-00	Zoning and Subdivision Fees	Refund Land Use fee LUA2014-0001	\$150.00
Budu Racing			Check 38009	2/9/2015

Invoice	AccountCode	Account Description	Item Description	Amount
SPE2014-0012	001-000-386-00-00-01	Refundable Customer Deposits	Refundable Deposit-Recycle containers	\$100.00
CDW Government Inc			Check 38010	2/9/2015
RZ04450	510-006-518-80-49-00	License Renewal - Annual Maint	Trendmicro-Antivirus license	\$1,959.69
Cemex			Check 38011	2/9/2015
9430071886	101-016-544-90-31-02	ST-Operating Cost	Cold Mix Asphalt	\$73.79
9430071886	410-016-531-10-31-02	SW-Operating Costs	Cold Mix Asphalt	\$73.79
CHS Engineers LLC			Check 38012	2/9/2015
Dec 2014	101-016-542-30-41-02	ST-Professional Service	Engineering services Dec 2014	\$1,301.24
Dec 2014	410-016-531-10-41-01	SW-Professional Services	Engineering services Dec 2014	\$1,301.23
City of Everett			Check 38013	2/9/2015
I15000041	001-008-554-30-51-00	LE-Environmental-Animal Contro	Animal shelter services December 2014	\$775.00
I15000021	410-016-531-10-31-02	SW-Operating Costs	Fecal Coliform testing	\$210.00
City of Marysville			Check 38014	2/9/2015
C Brooks	001-008-521-40-49-01	LE-Staff Development	CISM-Peer to Peer - C Brooks	\$30.00
Barnes	001-008-521-40-49-01	LE-Staff Development	CISM-Peer to Peer - Barnes	\$30.00
Irwin	001-008-521-40-49-01	LE-Staff Development	CISM-Peer to Peer - Irwin	\$30.00
Wells	001-008-521-40-49-01	LE-Staff Development	CISM-Peer to Peer - Wells	\$30.00
Wachtveitl	001-008-521-40-49-01	LE-Staff Development	CISM-Peer to Peer - Wachtveitl	\$30.00
Comcast			Check 38015	2/9/2015
01/15 0692756	001-008-521-20-42-00	LE-Communication	Internet services-Market Pl	\$103.96
Comcast			Check 38016	2/9/2015
01/15 0810218	001-008-521-20-42-00	LE-Communication	Internet services-Lakeshore Dr	\$93.96
CompuCom			Check 38017	2/9/2015
62616347	510-006-518-80-49-00	License Renewal - Annual Maint	Adobe Acrobat licenses	\$2,449.15

Invoice	AccountCode	Account Description	Item Description	Amount	
Corporate Office Supply			Check 38018	2/9/2015	\$333.10
158585i	001-003-514-20-31-00	CC-Office Supply	Labels	\$32.53	
158536i	001-003-514-20-31-00	CC-Office Supply	Paper/toner	\$99.88	
158585i	001-004-514-23-31-00	FI-Office Supplies	file folders	\$43.33	
157295i	001-012-575-50-31-00	CS-Community Center-Ops	Wall Clock for Community Center	\$44.80	
158317i	410-016-531-10-31-01	SW-Office Supplies	Folders/tags/pens/hooks/ink/cleaner	\$56.28	
158317i	410-016-531-10-31-01	SW-Office Supplies	Folders/tags/pens/hooks/ink/cleaner	\$56.28	
Dept of Retirement (Deferred Comp)			Check 0	1/30/2015	\$2,180.00
01/30/15	001-000-282-00-00-00	Payroll Liability Retirement	Employee Portion-State Deferre	\$2,180.00	
Dicks Towing			Check 38019	2/9/2015	\$294.84
E147908	101-016-544-90-31-02	ST-Operating Cost	Towing PW02 to Auction	\$147.42	
E147908	410-016-531-10-31-02	SW-Operating Costs	Towing PW02 to Auction	\$147.42	
Eco 3 Associates LLC			Check 38020	2/9/2015	\$175.00
2108	101-016-542-30-49-01	ST-Staff Development	Erosion & Sediment Control Training-J Evans	\$87.50	
2108	410-016-531-10-49-01	SW-Staff Development	Erosion & Sediment Control Training-J Evans	\$87.50	
Economic Alliance Sno Co			Check 38021	2/9/2015	\$3,000.00
2015-106	001-013-518-90-49-02	GG-Economic Alliance	Annual Investment 2015	\$3,000.00	
EFTPS Electronic Federal Tax Pmt System			Check 0	1/30/2015	\$50,493.53
01/30/15	001-000-281-00-00-00	Payroll Liability Taxes	Federal Payroll Taxes 01/30/15	\$50,229.26	
01/15/15 Skinner	001-000-281-00-00-00	Payroll Liability Taxes	Federal Payroll Taxes 01/15/2015	\$264.27	
Employment Security Department			Check 38022	2/9/2015	\$1,787.00
Q4/2014	501-000-517-60-49-00	Payment to Claimants	Benefit Charge for Q4 2014	\$1,787.00	
Everett Stamp Works			Check 38023	2/9/2015	\$11.89
14668	001-001-511-60-31-00	Legislative - Operating Costs	Nameplates Liaison	\$11.89	
Everett Steel			Check 38024	2/9/2015	\$54.16

Invoice	AccountCode	Account Description	Item Description	Amount
79217	001-008-521-20-31-01	LE-Operating Costs	Metal mount for Artwork	\$54.16
Frontier			Check 38025	2/9/2015
				\$79.44
01/15425334083 5	001-013-518-20-42-00	GG-Communication	Telephone service	\$26.48
01/15425334083 5	101-016-543-30-42-00	ST-Communications	Telephone service	\$26.48
01/15425334083 5	410-016-531-10-42-00	SW-Communications	Telephone service	\$26.48
Grainger			Check 38026	2/9/2015
				\$199.07
9645713760	001-010-576-80-31-00	PK-Operating Costs	Jobber Drill and Bit sets	\$29.61
9648388537	001-012-572-20-31-00	CS-Library-Office & Operating	Light fixtures for library	\$71.87
9645713760	101-016-544-90-31-02	ST-Operating Cost	Jobber Drill and Bit sets	\$29.61
9645713778	101-016-544-90-31-02	ST-Operating Cost	Socket Set	\$19.19
9645713760	410-016-531-10-31-02	SW-Operating Costs	Jobber Drill and Bit sets	\$29.61
9645713778	410-016-531-10-31-02	SW-Operating Costs	Socket Set	\$19.18
Granite Construction Supply			Check 38027	2/9/2015
				\$928.53
56644	101-016-542-64-31-00	ST-Traffic Control - Supply	Lane delineators	\$928.53
Griffen Chris L			Check 38028	2/9/2015
				\$300.00
420846917	001-011-515-91-41-00	LG-General Indigent Defense	Public Defender services-Andrews	\$300.00
HB Jaeger Co LLC			Check 38029	2/9/2015
				\$529.55
155939/1	101-016-544-90-31-02	ST-Operating Cost	Sidwalk gutter grates	\$264.77
155939/1	410-016-531-10-31-02	SW-Operating Costs	Sidwalk gutter grates	\$264.78
IACP			Check 38030	2/9/2015
				\$150.00
1001139622	001-008-521-20-49-00	LE-Miscellaneous	IACP membership 2015	\$150.00
Idville			Check 38031	2/9/2015
				\$4,441.92
1911278	001-008-521-20-31-04	LE-Donation Exp-Other	Employee ID System	\$4,441.92

Invoice	AccountCode	Account Description	Item Description	Amount	
Integra Telecom Inc			Check 38032	2/9/2015	\$884.20
12670096	001-002-513-11-42-00	AD-Communications	Telephone Service	\$13.00	
12670096	001-003-514-20-42-00	CC-Communications	Telephone Service	\$26.00	
12670096	001-004-514-23-42-00	FI-Communications	Telephone Service	\$26.00	
12670096	001-005-518-10-42-00	HR-Communications	Telephone Service	\$13.00	
12670096	001-006-518-80-42-00	IT-Communications	Telephone Service	\$38.99	
12670096	001-007-558-50-42-00	PL-Communication	Telephone Service	\$84.53	
12670096	001-007-559-30-42-00	PB-Communication	Telephone Service	\$12.99	
12670096	001-008-521-20-42-00	LE-Communication	Telephone Service	\$442.10	
12670096	001-012-575-30-42-00	CS-Historical-Communications	Telephone Service Museum	\$12.99	
12670096	001-012-575-50-42-00	CS-Comminity Center - Comm	Telephone Service Senior Ctr	\$13.00	
12670096	001-013-518-20-42-00	GG-Communication	Telephone Service	\$51.99	
12670096	101-016-543-30-42-00	ST-Communications	Telephone Service Shop	\$74.81	
12670096	410-016-531-10-42-00	SW-Communications	Telephone Service Shop	\$74.80	
Johns Cleaning Service			Check 38033	2/9/2015	\$141.15
1511	001-008-521-20-26-00	LE-Clothing	Uniform cleaning	\$141.15	
Lake Stevens Mini Mart			Check 38034	2/9/2015	\$3.57
45	001-008-521-20-31-01	LE-Operating Costs	Deicer	\$3.57	
Lake Stevens Police Guild			Check 37998	1/30/2015	\$1,058.00
01/30/15	001-000-284-00-00-00	Payroll Liability Other	Employee Paid Union Dues	\$1,058.00	
Lake Stevens School District			Check 38035	2/9/2015	\$6,400.80
11615	001-001-511-60-45-01	Legislative - Rentals	Facility rent - council chamber	\$52.50	
982	001-007-559-30-32-00	PB-Fuel	Fuel December 2014	\$200.98	
983	001-008-521-20-32-00	LE-Fuel	Fuel December 2014	\$4,540.14	
982	001-010-576-80-32-00	PK-Fuel Costs	Fuel December 2014	\$49.94	
982	101-016-542-30-32-00	ST-Fuel	Fuel December 2014	\$778.62	

Invoice	AccountCode	Account Description	Item Description	Amount
982	410-016-531-10-32-00	SW-Fuel	Fuel December 2014	\$778.62
Lowes Companies			Check 38036	2/9/2015
				\$389.85
927583	001-007-558-50-31-01	PL-Operating Costs	Outside lighting for permit center	\$50.80
927583	001-007-559-30-31-01	PB-Operating Cost	Outside lighting for permit center	\$50.78
927583	101-016-544-90-31-02	ST-Operating Cost	Outside lighting for permit center	\$50.80
944342	101-016-544-90-31-02	ST-Operating Cost	Shelving at city shop	\$93.35
944342	410-016-531-10-31-02	SW-Operating Costs	Shelving at city shop	\$93.32
927583	410-016-531-10-31-02	SW-Operating Costs	Outside lighting for permit center	\$50.80
Michael & Alexander PLLC			Check 38037	2/9/2015
				\$40.10
13222	001-008-521-20-41-02	LE-Professional Srv-Legal	Legal services	\$40.10
Nationwide Retirement Solution			Check 0	1/30/2015
				\$1,150.00
01/30/15	001-000-282-00-00-00	Payroll Liability Retirement	Employee Portion-Nationwide	\$1,150.00
Pakor Inc NW8935			Check 38038	2/9/2015
				\$495.08
8011193	001-008-521-20-31-00	LE-Office Supplies	Passport camera supplies	\$495.08
Pitney Bowes			Check 38039	2/9/2015
				\$113.10
9619164-JA15	001-013-518-20-45-00	GG-Equipment Rental	Postage machine rental	\$113.10
Practical Edge Shooting Inc			Check 38040	2/9/2015
				\$1,250.00
1377	001-008-521-40-49-01	LE-Staff Development	Critical Incident Response training	\$1,250.00
Purchase Power			Check 38041	2/9/2015
				\$350.00
01/25/15	001-007-558-50-42-00	PL-Communication	Postage	\$33.32
01/25/15	001-008-521-20-42-00	LE-Communication	Postage	\$2.53
01/25/15	001-013-518-20-42-00	GG-Communication	Postage	\$272.81
01/25/15	101-016-543-30-42-00	ST-Communications	Postage	\$20.67
01/25/15	410-016-531-10-42-00	SW-Communications	Postage	\$20.67
Rescue Towing			Check 38042	2/9/2015
				\$304.08

Invoice	AccountCode	Account Description	Item Description	Amount
15174	001-008-521-20-31-01	LE-Operating Costs	Towing case #15-00286	\$304.08
Right Systems Inc			Check 38043	2/9/2015
				\$4,202.56
133096	510-006-518-80-49-00	License Renewal - Annual Maint	Barracuda message archiver license renewal	\$4,202.56
Snohomish County Auditor			Check 38044	2/9/2015
				\$35,055.14
I-VR-8	001-001-511-80-51-01	Legislative-Voter Reg Fees	Cost of Voter Registration	\$35,055.14
Snohomish County PUD			Check 38045	2/9/2015
				\$1,889.62
153757910	001-010-576-80-47-00	PK-Utilities	203203245	\$476.71
104252943	001-010-576-80-47-00	PK-Utilities	203599006	\$163.40
124159740	001-010-576-80-47-00	PK-Utilities	202340527	\$17.12
110890132	001-010-576-80-47-00	PK-Utilities	200493443	\$33.60
114208751	001-010-576-80-47-00	PK-Utilities	205395999	\$278.84
104254994	101-016-542-63-47-00	ST-Lighting - Utilities	202013249	\$202.50
124159740	101-016-542-63-47-00	ST-Lighting - Utilities	202340527	\$17.12
143908561	101-016-542-63-47-00	ST-Lighting - Utilities	203728159	\$119.34
137284398	101-016-542-63-47-00	ST-Lighting - Utilities	203582010	\$237.09
104252943	101-016-543-50-47-00	ST-Utilities	203599006	\$163.40
104252943	410-016-531-10-47-00	SW-Utilities	203599006	\$163.39
124159740	410-016-531-10-47-00	SW-Utilities	202340527	\$17.11
Snohomish County PUD			Check 38046	2/9/2015
				\$600.00
390013899	101-016-544-90-31-02	ST-Operating Cost	2015 Bulk Water Use Fee	\$600.00
Snohomish County PW S			Check 38047	2/9/2015
				\$1,571.75
1000378539	101-016-542-64-48-00	ST-Traffic Control - R&M	Traffic signal repair	\$1,571.75
Snohomish County PW V			Check 38048	2/9/2015
				\$29,750.58
1000378224	001-008-521-20-48-00	LE-Repair & Maintenance	Vehicle repair	\$17,733.07
1000378224	101-016-542-30-48-00	ST-Repair & Maintenance	Vehicle repair	\$1,654.32

Invoice	AccountCode	Account Description	Item Description	Amount
I000378224	410-016-531-10-48-00	SW-Repairs & Maintenance	Vehicle repair	\$1,654.31
I000378224	520-008-594-21-63-00	Capital Equipment	New vehicle setup	\$8,708.88
Sound Publishing Inc			Check 38049	2/9/2015
				\$406.64
EDH611181	001-007-558-50-41-03	PL-Advertising	LUA2014-0075 Subarea Plan Zone Dist Warehouse	\$84.40
EDH611126	001-007-558-50-41-03	PL-Advertising	Design Review Board vacancy	\$48.28
EDH611276	001-007-558-50-41-03	PL-Advertising	LUA2014-0085 Stevens Crest Subdivision	\$149.76
EDH611160	001-008-521-20-41-03	LE-Advertising	Civil Service Commission Special Meeting	\$55.16
EDH609146	001-013-518-30-41-01	GG-Advertising	City Council/Park Board mtg change notice	\$29.36
EDH609524	001-013-518-30-41-01	GG-Advertising	Public Hearing/Salary Commission	\$39.68
Sound Publishing Inc			Check 38050	2/9/2015
				\$432.15
00583525	001-007-558-50-41-03	PL-Advertising	Help wanted-Permit Specialist	\$136.87
00585133	001-007-558-50-41-03	PL-Advertising	Help wanted-Cavalero Community Park Volunteers	\$200.00
00583525	001-007-558-50-41-03	PL-Advertising	Help wanted-Permit Specialist	\$62.13
00591144	001-013-518-30-41-01	GG-Advertising	Help wanted-Salary Commission volunteer	\$33.15
Standard Insurance Company			Check 0	2/9/2015
				\$5,364.57
01/30/15	001-000-284-00-00-00	Payroll Liability Other	Standard Insurance Premiums	\$99.00
01/30/15	001-002-513-11-20-00	AD-Benefits	Standard Insurance Premiums	\$72.65
01/30/15	001-003-514-20-20-00	CC-Benefits	Standard Insurance Premiums	\$111.54
01/30/15	001-004-514-23-20-00	FI-Benefits	Standard Insurance Premiums	\$128.02
01/30/15	001-005-518-10-20-00	HR-Benefits	Standard Insurance Premiums	\$78.54
01/30/15	001-006-518-80-20-00	IT-Benefits	Standard Insurance Premiums	\$150.90
01/30/15	001-007-558-50-20-00	PL-Benefits	Standard Insurance Premiums	\$352.86
01/30/15	001-007-559-30-20-00	PB-Benefits	Standard Insurance Premiums	\$333.81
01/30/15	001-008-521-20-20-00	LE-Benefits	Standard Insurance Premiums	\$2,644.89
01/30/15	001-010-576-80-20-00	PK-Benefits	Standard Insurance Premiums	\$17.41
01/30/15	001-013-518-30-20-00	GG-Benefits	Standard Insurance Premiums	\$22.56

Invoice	AccountCode	Account Description	Item Description	Amount	
01/30/15	101-016-542-30-20-00	ST-Benefits	Standard Insurance Premiums	\$678.92	
01/30/15	401-070-535-10-20-00	SE-Benefits	Standard Insurance Premiums	\$42.02	
01/30/15	410-016-531-10-20-00	SW-Benefits	Standard Insurance Premiums	\$631.45	
Staples			Check 38051	2/9/2015	\$268.10
3254348737	001-008-521-20-31-00	LE-Office Supplies	Portable storage drive	\$108.59	
3254513411	001-008-521-20-31-00	LE-Office Supplies	Ink for Crime Task force printer	\$159.51	
Tab Products Co LLC			Check 38052	2/9/2015	\$2,166.57
2271345	001-008-521-20-31-00	LE-Office Supplies	Case file folders	\$2,166.57	
Tacoma Screw Products Inc			Check 38053	2/9/2015	\$237.67
30626043	101-016-544-90-31-02	ST-Operating Cost	Tapping screws	\$48.55	
30621875	101-016-544-90-31-02	ST-Operating Cost	Lag screws/drywall screws/toggle bolts	\$28.32	
30623698	101-016-544-90-31-02	ST-Operating Cost	Steel deck screws	\$41.96	
30621875	410-016-531-10-31-02	SW-Operating Costs	Lag screws/drywall screws/toggle bolts	\$28.33	
30623698	410-016-531-10-31-02	SW-Operating Costs	Steel deck screws	\$41.96	
30626043	410-016-531-10-31-02	SW-Operating Costs	Tapping screws	\$48.55	
Teamsters Local No 763			Check 37999	1/30/2015	\$587.00
01/30/15	001-000-284-00-00-00	Payroll Liability Other	Union Dues	\$587.00	
Thomas Dean			Check 38054	2/9/2015	\$18.02
1/23 exp rpt	001-008-521-20-31-01	LE-Operating Costs	Maglight Battery	\$18.02	
United Way of Snohomish Co			Check 38000	1/30/2015	\$361.68
01/30/15	001-000-284-00-00-00	Payroll Liability Other	Employee Contributions	\$361.68	
UPS			Check 38055	2/9/2015	\$14.35
74Y42035	001-008-521-20-42-00	LE-Communication	Evidence shipping	\$14.35	
Washington Assoc of Sheriffs and Poli			Check 38056	2/9/2015	\$320.00
2015-00169	001-008-521-20-49-00	LE-Miscellaneous	2015 dues-Taylor	\$75.00	

Invoice	AccountCode	Account Description	Item Description	Amount
2015-00282	001-008-521-20-49-00	LE-Miscellaneous	2015 dues-Lorentzen	\$245.00
Washington Dept of Ecology			Check 38057	2/9/2015
				\$7,766.00
2015-WAR045523	410-016-531-10-51-01	SW-DOE Annual Permit	Stormwater Permit 2015	\$7,766.00
Washington State Support Registry			Check 0	1/30/2015
				\$657.46
01/30/15	001-000-284-00-00-00	Payroll Liability Other	Employee Paid Child Support	\$657.46
Washington State Treas Office			Check 38058	2/9/2015
				\$203.00
Q4 2014	111-008-586-00-00-00	Disbursement to State	Q4 2014 seizures forfeited	\$203.00
Washington Teamsters Welfare Trust			Check 38059	2/9/2015
				\$1,308.60
01/2015	001-010-576-80-20-00	PK-Benefits	Teamsters Dental Premiums	\$8.72
01/2015	001-013-518-30-20-00	GG-Benefits	Teamsters Dental Premiums	\$13.09
01/2015	101-016-542-30-20-00	ST-Benefits	Teamsters Dental Premiums	\$630.31
01/2015	401-070-535-10-20-00	SE-Benefits	Teamsters Dental Premiums	\$26.17
01/2015	410-016-531-10-20-00	SW-Benefits	Teamsters Dental Premiums	\$630.31
Western Graphics Inc			Check 38001	1/30/2015
				\$1,450.90
9747	520-008-594-21-63-00	Capital Equipment	Graphics for PT57 and PT58	\$1,450.90
World Triathlon Corp/Ironman			Check 38060	2/9/2015
				\$100.00
SPE2014-0015	001-000-386-00-00-01	Refundable Customer Deposits	Refundable deposit for recycle containers	\$100.00
Total Disbursements				\$277,589.60



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

Monday, January 26, 2014
Lake Stevens School District Educational Service Center (Admin. Bldg.)
12309 22nd Street N.E. Lake Stevens

CALL TO ORDER: 7:00 p.m. by Mayor Vern Little

COUNCILMEMBERS PRESENT: Todd Welch, Suzanne Quigley, Kathy Holder, Kim Daughtry, Marcus Tageant, Sam Low and John Spencer

COUNCILMEMBERS ABSENT:

STAFF MEMBERS PRESENT: City Administrator Jan Berg, Planning Director Becky Ableman, Finance Director/City Clerk Barb Stevens, Public Works Director Mick Monken, Human Resources Director Steve Edin, Police Chief Dan Lorentzen, Senior Planner Russ Wright, Civil Engineer Adam Emerson, Deputy City Clerk Kathy Pugh and City Attorney Cheryl Beyer

OTHERS:

Excused Absence.

Councilmember Tageant arrived at 7:02 p.m.

Guest Business. Denise Evans, 3112 134th Avenue NE, is the owner and operator of Cannablyss, located on Hartford Road. She expressed concern that if a second recreational marijuana store is opened in the city her business is not in a competitive location and requested assistance on how to apply for a zoning code amendment so she could relocate.

Appreciation: Mayor Little thanked Martin Reimers for his four years of service on the Arts Commission and presented him with a Certificate of Appreciation. Mayor Little then thanked Gloria Davis for her six years of service as a member of the Library Board member and presented her with a Certificate of Appreciation.

Consent Agenda. Mayor Little said that there is not an Exhibit C in the Adopt A Stream Landowner Agreement and that reference will be removed.

MOTION: Moved by Councilmember Tageant, seconded by Councilmember Daughtry to approve (A) 2014 vouchers [Electronic Funds Transfers (ACH) in the amount of \$8,629.38, Claims Checks 37953-37959 in the amount of \$27,120.96, Total Vouches Approved; \$35,750.34] (B) 2015 Vouchers [Payroll Direct Deposits 1/15/2015 in the amount of \$140,004.54; Payroll Checks 37952, 37946-37948 in the amount of \$8,527.61, Tax Deposit(s) in the amount of \$59,548.51; Electronic Funds Transfers (ACH) in the amount of \$25,943.22, Claims Checks 37949-37951, 37960-37994 in the amount of \$74,427.48, Total Vouchers Approved: \$308,451.36]; (C) January 12, 2015 Meeting Minutes of Joint Meeting of City Council and Park Board; (D) City Council Regular Meeting Minutes of January 12, 2015; and (D) Adopt A Stream Landowner Agreement with the reference to Exhibit C removed. On vote the motion carried unanimously (7-0-0-0).

Action Items:

Lake Stevens Phosphorus Management – Implementation of Year 3 Alum Treatment:

Public Works Director Mick Monken presented the staff report and noted the Alum Treatment is being conducted in coordination with Snohomish County, and also that a portion of the Department of Ecology 2014 grant will be used for education outreach to the public. Director Monken added that in response to a fisherman's concern regarding the effect of the treatment on the Coho salmon the City contacted the Departments of Ecology and Fisheries. Department of Fisheries did not agree with the concern but suggested treatment earlier in the year is appropriate. With Council approval treatment will be in March instead of June this year. He then responded to Councilmembers' questions.

MOTION: Councilmember Daughtry moved, Councilmember Holder seconded, to authorize the Mayor to sign the Supplemental Agreement No. 2 for the Aluminum Sulfate Treatment Program to Aquatechnex for an amount of \$96,056.70 and to authorize a management reserve of \$3,000. On vote the motion carried unanimously (7-0-0-0).

Senior Center – Award Kitchen Cooling System Contract: Public Works Director Monken distributed the staff report and proposed contract. He said the increased cost is because the kitchen is a commercial grade and requires a commercial system. Additionally it is recommended that a specialized exhaust system be installed to alleviate the humidity caused by steam from the dishwasher. There is no contingency built into this contract. He then responded to Councilmember questions.

MOTION: Councilmember Low moved, Councilmember Spencer seconded, to authorize the Mayor to enter into a contract for installation of a cooling system at the Senior Center. On vote the motion carried unanimously (7-0-0-0).

2010 Public Works Trust Fund Loan Agreement: City Administrator Jan Berg presented the staff report and said that the State is requesting the payment date for the loan for the 36th Street repair project be changed from July 1 to June 1 to coincide with the end of its fiscal year. She then responded to Councilmembers' questions.

MOTION: Councilmember Tageant moved, Councilmember Welch seconded, to approve the Amendment to Loan Number PE10-951-003 for the 36th Street Repair Project changing the payment date to June 1 of each year. On vote the motion carried (6-1-0-0) with Councilmember Low dissenting.

Discussion Items:

Comprehensive Plan Update: Senior Planner Russ Wright provided an update on the Comprehensive Plan and said that most of the initial changes to the City's Comprehensive Plan are statistical. There will also be focus on significant accomplishments since the last update, changes in land use status and patterns and revisions to the capital facilities plan. The updated plan, which will be provided to Council in the next few months will also provide an updated vision and revised goals and policies. The goal is to be compliant and consistent with the Puget Sound Regional Council elements, the Growth Management Act, and also with the county-wide planning policies. Mr. Wright then responded to Councilmembers' questions.

Police Department Update: Police Chief Dan Lorentzen provided an update to the November 25, 2013 Strategic Planning Memo. The Police Department has updated its Mission, Vision and Values statements based on external stakeholder input, and is remarketing itself as a new organization with a new badge, new patch and vehicle logos embodying these updated concepts.

Council Person's Business: Councilmembers reported on the following meetings: Tageant: Sewer District, Boys & Girls Club expansion; Quigley: asked re status of Economic Development and transportation funding in the Governor's budget; Low: asked status of recruitment for Economic Development Coordinator position; Welch: Snohomish County Cities ("SCC") dinner, Library Board, Arts Commission; Spencer: Sewer District; Low: Sewer District, SCC dinner, Health Board; Daughtry: Community Transit, SCC dinner, Snohomish County Committee for Improved Transportation ("SCCIT").

Mayor's Business: Sewer District; SCC dinner; SCCIT; North County Mayors meeting; SNOPAC; Snohomish County Tomorrow.

Staff Reports: Staff reported on the following: City Administrator Berg: Distributed handout on Economic Development projects that was given to the Sewer District commissioners and the Outcomes By Levy week 2 report; Planning Director Ableman: Cavelero Park, Planning Commission Comprehensive Plan Update and 2015 Work Program, SCT, Lake Stevens School District; Public Works Director Monken: South Lake Stevens Road memorial in the City right-of-way; Public Meeting on Lake Drive traffic calming devices; boat launch repairs are completed; Police Chief Lorentzen: police mutual aid effort to fight property crimes, 2014 new hire training status; Human Resources Director Edin; Economic Development Coordinator, Civil Service, Salary Commission.

Executive Session: Mayor Little announced that Council would convene an executive session at 8:05 p.m. for 10 minutes for the purpose of discussing Collective Bargaining, with action to follow. The executive session concluded at 8:15 p.m.

MOTION: Councilmember Daughtry moved, Councilmember Tageant seconded, to approve the contract with the Police Guild. On vote the motion passed unanimously (7-0-0-0).

Adjourn.

Councilmember Welch moved, Councilmember Low seconded, to adjourn the meeting at 8:16 p.m.

Vern Little, Mayor

Kathy Pugh, Deputy City Clerk



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LAKE STEVENS CITY COUNCIL
STAFF REPORT

Council **Agenda** February 9, 2015
Date: _____

Subject: Lake Stevens School District 2014-2019 Capital Facilities Plan Adoption (LUA2014-0075).

Contact Person/Department: Sally Payne, Planning & Community Development **Budget Impact:** none

RECOMMENDATION(S)/ACTION REQUESTED OF COUNCIL:

1) Hold a public hearing concerning the proposed adoption of the Lake Stevens School District 2014-2019 Capital Facilities Plan.

2) Motion to accept the first reading of Ordinance 927, “AN ORDINANCE OF THE CITY OF LAKE STEVENS, WASHINGTON, AMENDING THE CITY’S COMPREHENSIVE PLAN BY ADOPTING THE LAKE STEVENS SCHOOL DISTRICT 2014-2019 CAPITAL FACILITIES PLAN AS A SUB-ELEMENT OF THE CAPITAL FACILITIES ELEMENT OF THE CITY’S COMPEHENSIVE PLAN CONCURRENT WITH THE CITY’S BUDGET AMENDMENT ORDINANCE 929; PROVIDING FOR SEVERABILITY AND EFFECTIVE DATE”.

SUMMMARY:

This is a public hearing regarding adoption of the Lake Stevens School District 2014-2019 Capital Facilities Plan per Ordinance 927 (**Exhibit 1**). Per Lake Stevens Municipal Code (LSMC) 14.100.090, City Council adopts the School District Capital Facilities Plan by reference, as part of the capital facilities element of the City Comprehensive Plan. Adoption of the School District Capital Facilities Plan constitutes adoption of the schedule of school impact fees for use by the City in collecting school impact mitigation fees. Council may close the public hearing or continue the public hearing to February 23, 2015 when they will have a second and final reading of Ordinance 927.

BACKGROUND/HISTORY:

Per the Growth Management Act, school districts are required to update their capital facilities plans every two years. In December of 2012, City Council adopted the Lake Stevens School District 2012-2017 Capital Facilities Plan as a sub-element of the Capital Facilities Element of the City’s Comprehensive Plan. Since that time, the School District completed an update and adopted its 2014-2019 Capital Facilities Plan. The School District issued a SEPA determination of non-significance on July 21, 2014 and the School Board adopted the Capital Facilities Plan on August 13, 2014. On November 24, 2014, the Snohomish County Council adopted the School Capital Facilities Plan. The City of Marysville adopted the School Plan as well.

The Plan identifies how the Lake Stevens School District utilizes its existing educational facilities given current district enrollment configurations and educational program standards. Six-year and 15-year enrollment projections quantify capital facility needs for years 2014-2019.

According to the Revised Code of Washington (RCW), jurisdictions may consider amendments to a City Comprehensive Plan more frequently than once per year when certain circumstances apply. One of those circumstances is the amendment of the Capital Facilities Element of the Comprehensive Plan when it occurs concurrently with adoption or amendment of the city budget. A city budget amendment is being brought forward to City Council on February 9, 2015 for discussion and on February 23, 2015 for a vote, thus allowing, per the RCW 36.70A.130 (2)(a)(iv), this amendment for adoption of the School Capital Facilities Plan, as an amendment to the City Comprehensive Plan, to be brought forward.

The School District participates in the school impact mitigation fee program. Per LSMC 14.100 - School Impact Mitigation, the Lake Stevens School District is eligible to receive school impact fees upon approval, by City Council, of a district capital facilities plan. Approval of the capital facilities plan constitutes adoption of the schedule of school impact fees contained therein.

The school impact fees in the School District's 2014-2019 Capital Facilities Plan represent a reduction in fees from the previous 2012-2017 School Capital Plan. The fees for single-family homes dropped by \$12.00 and the fees for multi-family development were reduced by \$383.00.

FINDINGS AND CONCLUSIONS:

The Planning Commission held a public hearing for adoption of the Lake Stevens School District 2014-2019 Capital Facilities Plan on January 7, 2015 and forwarded a letter (**Exhibit 2**) recommending the City Council approve the School Capital Facilities Plan.

This proposed amendment is consistent with the City Vision found in the Comprehensive Plan to coordinate with local service providers, such as the Lake Stevens School District to ensure the provision of services to the community and UGA expansion areas. It is also consistent with GMA Goals in that public facilities and services necessary to support development are adequate to serve development without decreasing current service levels below established minimum standards.

APPLICABLE CITY POLICIES: Chapters 14.16A, 14.16B and 14.16C of the Lake Stevens Municipal Code and Lake Stevens Comprehensive Plan.

BUDGET IMPACT: There is no budget impact.

EXHIBITS (attached):

Exhibit 1 – Ordinance 927, with exhibits

Exhibit 2 – Planning Commission Recommendation Letter

**CITY OF LAKE STEVENS
Lake Stevens, Washington
ORDINANCE NO. 927**

AN ORDINANCE OF THE CITY OF LAKE STEVENS, WASHINGTON AMENDING THE CITY'S COMPREHENSIVE PLAN BY ADOPTING THE LAKE STEVENS SCHOOL DISTRICT 2014-2019 CAPITAL FACILITIES PLAN AS A SUB-ELEMENT OF THE CAPITAL FACILITIES ELEMENT OF THE CITY'S COMPREHENSIVE PLAN CONCURRENT WITH THE CITY'S BUDGET AMENDMENT ORDINANCE NO. 929; PROVIDING FOR SEVERABILITY AND EFFECTIVE DATE.

WHEREAS, the State of Washington has enacted the Growth Management Act "GMA", Chapter 36.70A RCW, and amended Chapter 82.02 RCW, to authorize the collection of impact fees on new development under specified conditions; and

WHEREAS, the Lake Stevens City Council has adopted Chapter 14.100 of the Lake Stevens Municipal Code, which establishes school impact mitigation requirements and procedures consistent with the above mentioned state statutes; and

WHEREAS, the Lake Stevens City Council previously adopted by Ordinance 884 on December 10, 2012, a GMA Comprehensive Plan including the Lake Stevens School District 2012-2017 Capital Facilities Plan as a sub-element of the Capital Facilities Element of the City's Comprehensive Plan; and

WHEREAS, City staff has reviewed the Capital Facilities Plan developed by the Lake Stevens School District for 2014-2019, and staff has determined that the plan sets forth the basis for school impact fees to be charged to new development within the City in accordance with the requirements of Chapters 36.70A and 82.02 RCW and Chapter 14.100 LSMC; and

WHEREAS, the Lake Stevens School District has prepared a State Environmental Policy Act (SEPA) environmental checklist and issued a SEPA determination of non-significance on July 21, 2014, relating to the Lake Stevens School District's 2014-2019 Capital Facilities Plan, which is being adopted herein as a sub-element of the Capital Facilities Element of the Lake Stevens Comprehensive Plan; and

WHEREAS, the Lake Stevens School District Board of Directors adopted the Districts 2014-2019 Capital Facilities Plan on August 13, 2014; and

WHEREAS, the Lake Stevens Planning Commission conducted a hearing on January 7, 2015, and forwarded a recommendation that the City Council adopt the Lake Stevens School District's 2014-2019 Capital Facilities Plan, which is being adopted herein as a sub-element of the Capital Facilities Element of the Lake Stevens Comprehensive Plan; and

WHEREAS, the Lake Stevens City Council conducted a public hearing on February 9, 2015, to consider amending the Lake Stevens Comprehensive Plan's Capital Facilities Element by adopting the School District's 2014-2019 Capital Facilities Plan as a sub-element; and

WHEREAS, on January 13, 2015 the City has submitted the proposed code amendments to the Washington State Department of Community, Trade, and Economic Development for its expedited review; and

WHEREAS, the Comprehensive Plan Capital Facilities amendment adopted herein is being adopted concurrently with the adoption of the City's budget amendment as cross referenced in Ordinance No. 929, in compliance with RCW 36.70A.130(2)(a)(iv).

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

Section 1. The City of Lake Stevens Comprehensive Plan is hereby amended by adopting the Lake Stevens School District's 2014-2019 Capital Facilities Plan, as adopted by the School District's Board of Directors. Said Capital Facilities Plan is hereby adopted as a sub-element of the Capital Facilities Element of the City of Lake Stevens Comprehensive Plan associated with budget amendment Ordinance 929 and is attached hereto as Exhibit A and incorporated herein by this reference. The 2014-2019 Plan hereby adopted replaces the 2012-2017 plan previously adopted by the Lake Stevens City Council in Ordinance 884.

Section 2. Severability. If any section, clause, phrase, or term of this ordinance is held for any reason to be invalid or unconstitutional, such decision shall not affect the validity of the remaining portions of this ordinance, and the remaining portions shall be in full force and effect.

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

PASSED by the City Council of the City of Lake Stevens this ____ day of _____, 2015.

Vern Little, Mayor

ATTEST/AUTHENTICATION:

Barb Stevens, City Clerk

APPROVED AS TO FORM:

Grant K. Weed, City Attorney

First Reading: February 9, 2015
Second/Final Reading: February 23, 2015
Published:
Effective Date:

EXHIBIT A
LAKE STEVENS SCHOOL DISTRICT NO. 4
CAPITAL FACILITIES PLAN
2014-2019

LAKE STEVENS SCHOOL DISTRICT NO. 4 CAPITAL FACILITIES PLAN 2014 - 2019

prepared for:

Snohomish County
Planning Department

And

City of Lake Stevens
City of Marysville

August 2014

FINAL

CAPITAL FACILITIES PLAN LAKE STEVENS SCHOOL DISTRICT NO. 4

BOARD OF DIRECTORS

John Boerger
Kevin Plemel
Paul Lund
David Iseminger
Mari Taylor

SUPERINTENDENT

Amy Beth Cook, Ed.D.

This plan is not a static document. It will change as demographics, information and District plans change. It is a “snapshot” of one moment in time.

For information on the Lake Stevens School District Capital Facilities Plan contact the District at (425) 335-1500

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INTRODUCTION

Purpose of the Capital Facilities Plan

The Washington Growth Management Act (GMA) outlines thirteen broad goals including adequate provision of necessary public facilities and services. Schools are among these necessary facilities and services. The public school districts serving Snohomish County residents have developed capital facilities plans to satisfy the requirements of RCW 36.70A.070 and to identify additional school facilities necessary to meet the educational needs of the growing student populations anticipated in their districts.

This Capital Facilities Plan (CFP) is intended to provide the Lake Stevens School District (District), Snohomish County, the City of Lake Stevens, the City of Marysville and other jurisdictions a description of facilities needed to accommodate projected student enrollment at acceptable levels of service over the next twenty years, with a more detailed schedule and financing program for capital improvements over the next six years (2014-2019).

The CFP for the District was first prepared in 1998 in accordance with the specifications set in Snohomish County Code; “certification” packets were prepared earlier for the County’s old SEPA-based “fee” program. When Snohomish County adopted its GMA Comprehensive Plan in 1995, it addressed future school capital facilities plans in Appendix F of the General Policy Plan. This part of the plan establishes the criteria for all future updates of the District CFP, which is to occur every two years. This CFP updates the GMA-based Capital Facilities Plan last adopted by the District in 2012.

In accordance with GMA mandates, and Snohomish County Chapter 30.66C, this CFP contains the following required elements:

- Future enrollment forecasts for each grade span (elementary, middle, mid-high and high).
- An inventory of existing capital facilities owned by the District, showing the locations and student capacities of the facilities.
- A forecast of the future needs for capital facilities and school sites; distinguishing between existing and projected deficiencies.
- The proposed capacities of expanded or new capital facilities.
- A six-year plan for financing capital facilities within projected funding capacities, which clearly identifies sources of public money for such purposes. The financing plan separates projects and portions of projects that add capacity from those which do not, since the latter are generally not appropriate for impact fee funding. The financing plan and/or the impact fee calculation formula must also differentiate between projects or portions of projects that address existing deficiencies (ineligible for impact fees) and those which address future growth-related needs.
- A calculation of impact fees to be assessed and support data substantiating said fees.
- A report on fees collected since 2012 and how those funds were used.
- A Level of Service report comparing the Districts adopted educational service standards with actual experience since the 2012 report.

In developing this CFP, the guidelines of Appendix F of the General Policy Plan were used as follows:

- Information was obtained from recognized sources, such as the U.S. Census or the Puget Sound Regional Council. School districts may generate their own data if it is derived through statistically reliable methodologies. Information is to be consistent with the State Office of Financial Management (OFM) population forecasts and those of Snohomish County.
- Chapter 30.66C requires that student generation rates be independently calculated by each school district. Rates were updated for this CFP.
- The CFP complies with RCW 36.70A (the Growth Management Act) and, where impact fees are to be assessed, RCW 82.02.
- The calculation methodology for impact fees meets the conditions and test of RCW 82.02. Districts which propose the use of impact fees should identify in future plan updates alternative funding sources in the event that impact fees are not available due to action by the state, county or the cities within their district boundaries.

Adoption of this CFP by reference by the County and cities constitutes approval of the methodology used herein.

Unless otherwise noted, all enrollment and student capacity data in this CFP is expressed in terms of FTE (Full Time Equivalent)¹.

Overview of the Lake Stevens School District

The Lake Stevens School District is located six miles east of downtown Everett, and encompasses all of the City of Lake Stevens as well as portions of unincorporated Snohomish County and a small portion of the City of Marysville. The District is located south of the Marysville School District and north of the Snohomish School District.

The District currently serves a student population of 8,187 (October 1, 2013 headcount) with six elementary schools, two middle schools, one mid-high school, one high school and one homeschool partnership program (HomeLink). Elementary schools provide educational programs for students in Kindergarten through grade five. Middle schools serve grades six and seven, the mid-high serves grades eight and nine and the high school serves grades ten through twelve. HomeLink provides programs for students from Kindergarten through grade twelve.

Significant Issues Related to Facility Planning in the Lake Stevens School District

The most significant issues facing the Lake Stevens School District in terms of providing classroom capacity to accommodate existing and projected demands are:

- uneven distribution of growth across the district, requiring facilities to balance enrollment;
- aging school facilities;

¹ Full Time Equivalents (FTE) include half the students attending kindergarten and all students enrolled in grades 1 – 12.

- the need for additional property and lack of suitable sites to accommodate a school facility;
- inability to locate more temporary classrooms on school sites without significant site improvements required.

These issues are addressed in greater detail in this Capital Facilities Plan.

SECTION 2: DEFINITIONS

Note: Definitions of terms preceded by an asterisk (*) are provided in Chapter 30.9SCC. They are included here, in some cases with further clarification to aid in the understanding of this CFP. Any such clarifications provided herein in no way affect the legal definitions and meanings assigned to them in Chapter 30.9SCC.

*Appendix F means Appendix F of the Snohomish County Growth Management Act (GMA) Comprehensive Plan, also referred to as the General Policy Plan (GPP).

*Area Cost Allowance (Boeckh Index) means the current OSPI construction allowance for construction costs for each school type.

*Average Assessed Value average assessed value by dwelling unit type for all residential units constructed within the district. These figures are provided by Snohomish County. For the 2014 Capital Facilities Plan the listed values are \$232,647 for single family dwellings, \$94,676 for “large unit” multiple family; and \$64,444 for “small unit” multiple family.

*Boeckh Index means the number generated by the E. H. Boeckh Company and used by OSPI as a guideline for determining the area cost allowance for new school construction. The Index for the 2014 Capital Facilities Plan is \$200.40, as provided by Snohomish County.

*Board means the Board of Directors of the Lake Stevens School District (“School Board”).

*Capital Facilities means school facilities identified in the District’s capital facilities plan and are “system improvements” as defined by the GMA as opposed to localized “project improvements.”

*Capital Facilities Plan (CFP) means the District’s facilities plan adopted by its school board consisting of those elements required by Chapter 30.66C and meeting the requirements of the GMA and Appendix F of the General Policy Plan. The definition refers to this document.

*City means City of Lake Stevens and/or City of Marysville.

*Council means the Snohomish County Council and/or the Lake Stevens or Marysville City Council.

*County means Snohomish County.

*Commerce means the Washington State Department of Commerce.

*Developer means the proponent of a development activity, such as any person or entity that owns or holds purchase options or other development control over property for which development activity is proposed.

*Development means all subdivisions, short subdivisions, conditional use or special use permits, binding site plan approvals, rezones accompanied by an official site plan, or building permits (including building permits for multi-family and duplex residential structures, and all similar uses) and other applications requiring land use permits or approval by Snohomish County, the City of Lake Stevens and/or City of Marysville.

*Development Activity means any residential construction or expansion of a building, structure or use of land or any other change of building, structure or land that creates additional demand and need for school facilities, but excluding building permits for attached or detached accessory apartments, and remodeling or renovation permits which do not result in additional dwelling units. Also excluded from this definition is "Housing for Older Persons" as defined by 46 U.S.C. § 3607, when guaranteed by a restrictive covenant, and new single-family detached units constructed on legal lots created prior to May 1, 1991.

*Development Approval means any written authorization from the County and/or City, which authorizes the commencement of a development activity.

*Director means the Director of the Snohomish County Department of Planning and Development Services (PDS), or the Director's designee.

District means Lake Stevens School District No. 4

*District Property Tax Levy Rate means the District's current capital property tax rate per thousand dollars of assessed value. For this Capital Facilities Plan, the assumed levy rate is .00159.

*Dwelling Unit Type means (1) single-family residences, (2) multi-family one-bedroom apartment or condominium units ("*small unit*") and (3) multi-family multiple-bedroom apartment or condominium units ("*large unit*").

*Encumbered means school impact fees identified by the District to be committed as part of the funding for capital facilities for which the publicly funded share has been assured, development approvals have been sought or construction contracts have been let.

*Estimated Facility Construction Cost means the planned costs of new schools or the actual construction costs of schools of the same grade span recently constructed by the District, including on-site and off-site improvement costs. If the District does not have this cost information available, construction costs of school facilities of the same or similar grade span within another District are acceptable.

*FTE (Full Time Equivalent) is a means of measuring student enrollment based on the number of hours per day in attendance at the District's schools. A student is considered one FTE if he/she is enrolled for the equivalent of a full schedule each full day. Kindergarten students attend half-day programs and therefore are counted as 0.5 FTE. For purposes of this Capital Facilities Plan, all other students are counted as full FTE. (This is in line with OSPI's FTE measurements and projections.)

*GFA (per student) means the Gross Floor Area per student.

*Grade Span means a category into which the District groups its grades of students (e.g., elementary, middle or junior high, and high school).

Growth Management Act (GMA) - means the Growth Management Act (RCW 36.70A)

*Interest Rate means the current interest rate as stated in the Bond Buyer Twenty Bond General Obligation Bond Index. For this Capital Facilities Plan an assumed rate of 4.38% is used, as provided by Snohomish County.

*Land Cost Per Acre means the estimated average land acquisition cost per acre (in current dollars) based on recent site acquisition costs, comparisons of comparable site acquisition costs in other districts, or the average assessed value per acre of properties comparable to school sites located within the District.

*Multi-Family Dwelling Unit means any residential dwelling unit that is not a single-family unit as defined by ordinance Chapter 30.66C.²

*OFM means Washington State Office of Financial Management.

*OSPI means Washington State Office of the Superintendent of Public Instruction.

*Permanent Facilities means school facilities of the District with a fixed foundation.

*R.C.W. means the Revised Code of Washington (a state law).

*Relocatable Facilities (also referred to as Portables) means factory-built structures, transportable in one or more sections, that are designed to be used as an education spaces and are needed to prevent the overbuilding of school facilities, to meet the needs of service areas within the District, or to cover the gap between the time that families move into new residential developments and the date that construction is completed on permanent school facilities.

*Relocatable Facilities Cost means the total cost, based on actual costs incurred by the District, for purchasing and installing portable classrooms.

*Relocatable Facilities Student Capacity means the rated capacity for a typical portable classroom used for a specified grade span.

*School Impact Fee means a payment of money imposed upon development as a condition of development approval to pay for school facilities needed to serve the new growth and development. The school impact fee does not include a reasonable permit fee, an application fee, the administrative fee for collecting and handling impact fees, or the cost of reviewing independent fee calculations.

² For purposes of calculating Student Generation Rates, assisted living or senior citizen housing is not included in this definition.

*SEPA means the State Environmental Policy Act (RCW 43.21C).

*Single-Family Dwelling Unit means any detached residential dwelling unit designed for occupancy by a single-family or household.

*Standard of Service means the standard adopted by the District which identifies the program year, the class size by grade span and taking into account the requirements of students with special needs, the number of classrooms, the types of facilities the District believes will best serve its student population and other factors as identified in the District's capital facilities plan. The District's standard of service shall not be adjusted for any portion of the classrooms housed in relocatable facilities that are used as transitional facilities or from any specialized facilities housed in relocatable facilities.

*State Match Percentage means the proportion of funds that are provided to the District for specific capital projects from the State's Common School Construction Fund. These funds are disbursed based on a formula which calculates district assessed valuation per pupil relative to the whole State assessed valuation per pupil to establish the maximum percentage of the total project eligible to be paid by the State.

*Student Factor [Student Generation Rate (SGR)] means the number of students of each grade span (elementary, middle, mid-high, high school) that the District determines are typically generated by different dwelling unit types within the District. Each District will use a survey or statistically valid methodology to derive the specific student generation rate, provided that the survey or methodology is approved by the Snohomish County Council as part of the adopted capital facilities plan for each District. (See Appendix D)

*Subdivision means all small and large lot subdivisions as defined in Section **30.41** of the Snohomish County Code.

Un-housed Students -means District enrolled students who are housed in portable or temporary classroom space, or in permanent classrooms in which the maximum class size is exceeded.

*Teaching Station means a facility space (classroom) specifically dedicated to implementing the District's educational program and capable of accommodating at any one time, at least a full class of up to 30 students. In addition to traditional classrooms, these spaces can include computer labs, auditoriums, gymnasiums, music rooms and other special education and resource rooms.

*Unhoused Students means District enrolled students who are housed in portable or temporary classroom space, or in permanent classrooms in which the maximum class size is exceeded.

*WAC means the Washington Administrative Code.

SECTION 3: DISTRICT EDUCATIONAL PROGRAM STANDARDS

School facility and student capacity needs are dictated by the types and amounts of space required to accommodate the District's adopted educational program. The educational program standards that typically drive facility space needs include grade configuration, optimum facility size, class size, educational program offerings, classroom utilization and scheduling requirements, and use of relocatable classroom facilities (portables).

In addition, government mandates and community expectations may affect how classroom space is used. Traditional educational programs offered by school districts are often supplemented by nontraditional or special programs such as special education, English as a second language, remediation, migrant education, alcohol and drug education, AIDS education, preschool and daycare programs, computer labs, music programs, etc. These special or nontraditional educational programs can have a significant impact on the available student capacity of school facilities.

Examples of special programs offered by the Lake Stevens School District at specific school sites include:

- Bilingual Program
- Behavioral Program
- Community Education
- Conflict Resolution
- Contract-Based Learning
- Credit Retrieval
- Drug Resistance Education
- Early Learning Center, which includes ECEAP and developmentally-delayed preschool
- Highly Capable
- Home School Partnership (HomeLink)
- Language Assistance Program (LAP)
- Life Skills Self-Contained Program
- Multi-Age Instruction
- Running Start
- Senior Project (volunteer time as part of course work)
- Summer School
- Structured Learning Center
- Title 1

- Title 2
- Career and Technical Education

Variations in student capacity between schools are often a result of what special or nontraditional programs are offered at specific schools. These special programs require classroom space, which can reduce the regular classroom capacity of some of the buildings housing these programs. Some students, for example, leave their regular classroom for a short period of time to receive instruction in these special programs. Newer schools within the District have been designed to accommodate most of these programs. However, older schools often require space modifications to accommodate special programs, and in some circumstances, these modifications may reduce the overall classroom capacities of the buildings.

District educational program requirements will undoubtedly change in the future as a result of changes in the program year, special programs, class sizes, grade span configurations, state funding levels and use of new technology, as well as other physical aspects of the school facilities. The school capacity inventory will be reviewed periodically and adjusted for any changes to the educational program standards. These changes will also be reflected in future updates of this Capital Facilities Plan.

The District's minimum educational program requirements, which directly affect school capacity, are outlined below for the elementary, middle, mid-high and high school grade levels.

Educational Program Standards for Elementary Grades

- Average class size for grades K-5 should not exceed **27** students.
- Special Education for students may be provided in a self-contained classroom. The practical capacity for these classrooms is 15 students.
- All students will be provided music instruction in a separate classroom.
- Students may have a scheduled time in a computer lab.
- Optimum design capacity for new elementary schools is 500 students. However, actual capacity of individual schools may vary depending on the educational programs offered.

Educational Program Standards for Middle, Mid-High and High Schools

- Class size for secondary grade (6-12) regular classrooms should not exceed 30 students. The District assumes a practical capacity for high school, mid-high and middle school classrooms of 30 students.
- Special Education for students may be provided in a self-contained classroom. The practical capacity for these classrooms is 15 students.
- As a result of scheduling conflicts for student programs, the need for specialized rooms for certain programs, and the need for teachers to have a workspace during planning periods, it is not possible to achieve 100% utilization of all regular teaching stations throughout the day. Therefore, classroom capacity is adjusted using a utilization factor of 83% at the high school, mid-high and middle school levels.
- Some Special Education services for students will be provided in a self-contained classroom.

- Identified students will also be provided other nontraditional educational opportunities in classrooms designated as follows:
 - ◆ Resource Rooms (i.e. computer labs, study rooms).
 - ◆ Special Education Classrooms.
- Program Specific Classrooms:
 - Music
 - Drama
 - Art
 - Physical Education
 - Family and Consumer Sciences
 - Career and Technical Education
- Optimum design capacity for new middle schools is 750 students. However, actual capacity of individual schools may vary depending on the educational programs offered.
- Optimum design capacity for new high schools is 1500 students. However, actual capacity of individual schools may vary depending on the educational programs offered.

Minimum Educational Service Standards

The Lake Stevens School District will evaluate student housing levels based on the District as a whole system and not on a school by school or site by site basis. This may result in portable classrooms being used as interim housing, attendance boundary changes or other program changes to balance student housing across the system as a whole.

**Table 3-1
 Classrooms Exceeding
 Educational Service Standards**

<u>School</u>	<u>Grade Span</u>	<u>Classrooms</u>	<u>Classrooms Exceeding Class Size Guidelines</u>
Glenwood Elementary	K-5	27	7
Highland Elementary	K-5	26	6
Hillcrest Elementary	K-5	26	9
Mt. Pilchuck Elementary	K-5	25	2
Skyline Elementary	K-5	24	0
Sunnycrest Elementary	K-5	27	8
Lake Stevens Middle	6-7	27	3
North Lake Middle	6-7	39	5
Cavelero Mid-High	8-9	62	0
Lake Stevens High School	10-12	61	6
Total		344	46

The Lake Stevens School District has set minimum educational service standards based on several criteria. Exceeding these minimum standards will trigger significant changes in program delivery. If there are 28 or more students per classroom in a majority of K-5 classrooms or 31 or more students in a majority of 6-12 classrooms, the minimum standards have not been met.

Table 3-1 compares Educational Service Standards to the actual experience for the current school year. It should be noted that the minimum educational standard is just that, a minimum, and not the desired or accepted operating standard. Also, portables are used to accommodate students within District standards, but are not considered a permanent solution. (See Chapter 4).

SECTION 4: CAPITAL FACILITIES INVENTORY

Capital Facilities

Under GMA, public entities are required to inventory capital facilities used to serve the existing populations. Capital facilities are defined as any structure, improvement, piece of equipment, or other major asset, including land that has a useful life of at least ten years. The purpose of the facilities inventory is to establish a baseline for determining what facilities will be required to accommodate future demand (student enrollment) at acceptable or established levels of service. This section provides an inventory of capital facilities owned and operated by the Lake Stevens School District including schools, portables, developed school sites, undeveloped land and support facilities. School facility capacity was inventoried based on the space required to accommodate the District’s adopted educational program standards (see Section 3). A map showing locations of District school facilities is provided as Figure 1.

Schools

The Lake Stevens School District includes: six elementary schools grades K-5, two middle schools grades 6-7, one mid-high school grades 8-9, one high school grades 10-12, and an alternative K-12 home school partnership program (HomeLink).

Table 4-1 – School Capacity Inventory

School Name	Site Size (acres)	Bldg. Area (Sq. Ft.)	Teaching Stations SPED	Teaching Stations Regular	Perm. Student Capacity*	Capacity with Portables	Year Built or Last Remodel	Potential for Expansion of Perm. Facility
Elementary Schools								
Glenwood Elementary	9	42,673	2	21	513	621	1992	No
Hillcrest Elementary	15	49,735		23	549	711	2008	No
Highland Elementary	8.7	49,727		21	512	620	1999	No
Mt. Pilchuck Elementary	22	49,833	4	19	501	582	2008	No
Skyline Elementary	15	42,673	3	20	513	621	1992	No
Sunnycrest Elementary	15	46,970		23	549	738	2009	No
Total	84.7	281,611	9	127	3,137	3,893		
Middle Schools								
Lake Stevens Middle School	25	86,374	4	27	684	924	1996	No
North Lake Middle School	15	90,323		39	751	991	2001	No
Total	40	176,697	4	66	1,435	1,915		
Mid-High								
Cavelero Mid-High School	37	224,694	3	62	1,418	1,418	2007	Yes
Total	37	224,694	3	62	1,418	1,418		
High Schools								
Lake Stevens High School	38	207,195	8	61	1,526	2,036	2008	Yes
Total	38	207,195	8	61	1,526	2,036		

Source: Lake Stevens School District

* Note: Student Capacity figure is exclusive of portables and adjustments for special programs.

The Office of the Superintendent of Public Instruction (OSPI) calculates school capacity by dividing gross square footage of a building by a standard square footage per student. This method is used by the State as a simple and uniform approach for determining school capacity for purposes of allocating available State Match Funds to school districts for school construction. However, this method is not considered an accurate reflection of the capacity required to accommodate the adopted educational program of each individual district.

For this reason, school capacity was determined based on the number of teaching stations within each building and the space requirements of the District’s adopted education program. These capacity calculations were used to establish the District’s baseline capacity and determine future capacity needs based on projected student enrollment. The school capacity inventory is summarized in Table 4-1.

Relocatable classrooms (portables) are not viewed by the District as a solution for housing students on a permanent basis. Therefore, these facilities were not included in the permanent school capacity calculations provided in Table 4-1.

Leased Facilities

The District does not lease any permanent classroom space.

Relocatable Classroom Facilities (Portables)

Portables are used as interim classroom space to house students until funding can be secured to construct permanent classroom facilities. Portables are not viewed by the District as a solution for housing students on a permanent basis. The Lake Stevens School District currently uses 66 portable classrooms at various school sites throughout the District to provide interim capacity for K-12 students. In addition, 14 portable classrooms are used to accommodate the Early Learning Center, which is not a K-12 program. A typical portable classroom can provide capacity for a full-size class of students. Current use of portables throughout the District is summarized in Table 4-2.

Table 4-2 -- Portables

School Name	Portable Classrooms	Capacity in Portables	Portable ft ²
ELEMENTARY			
Glenwood	4	108	3,584
Hillcrest	8	162	5,376
Highland	6	162	5,376
Mt. Pilchuck	4	81	2,688
Skyline	4	108	3,584
Sunnycrest	7	189	6,272
Total	33	810	26,880
MIDDLE			
Lake Stevens Middle	8	240	7,168
North Lake Middle	8	240	7,168
Total	16	480	14,336
MID-HIGH			
Cavelero Mid-High			-
Total			
HIGH			
Lake Stevens High School	17	510	15,232
Total	17	510	15,232
District K-12 Total	66	1,800	56,448
OTHER			
Early Learning Center	14	350	12,544
Non K-12 Total	14	350	12,544

In addition to the portables listed above, the District purchased a portable in 2005 to house the Technology Department, a District-wide support team. The portable is located at North Lake Middle School, across from the District Administration Office. It will not add space for interim student housing

The District will continue to purchase or move existing portables, as needed, to cover the gap between the time that families move into new residential developments and the time the District is able to complete construction on permanent school facilities. Some of the District’s existing portables are beyond

their serviceable age and are no longer able to be moved. Upon completion of additional school facilities, the probability exists these units will be demolished.

Support Facilities

In addition to schools, the Lake Stevens School District owns and operates additional facilities that provide operational support functions to the schools. An inventory of these facilities is provided in Table 4-3.

Table 4-3 – Support Facilities

Facility	Site Acres	Building Area (sq.ft.)
Education Service Center	1.4	13,700
Grounds	1.0	3,000
Maintenance	1.0	6,391
Transportation	6.0	17,550
Total	9.4	40,641

Land Inventory

The Lake Stevens School District owns six undeveloped sites described below:

Ten acres located in the northeast area of the District (Lochsloy area), west of Highway 92. This site will eventually be used for an elementary school (beyond the year 2019). It is presently used as an auxiliary sports field.

An approximately 35-acre site northwest of the intersection of Highway 9 and Soper Hill Road, bordered by Lake Drive on the east planned for use as a middle school site.

A parcel of approximately 23 acres located at 20th Street SE and 83rd Street. This property was donated to the School District for an educational facility. The property is encumbered by wetlands and easements, leaving less than 10 available acres (not considered sufficient for an elementary school site).

A 5.4 acre parcel located at 20th Street SE and 83rd Street that has been used as an access to the mid-high site.

A 20 ft. x 200 ft. parcel located on 20th Street SE has been declared surplus by the Lake Stevens School Board and will be used in exchange for dedicated right-of-way for Cavelero Mid-High.

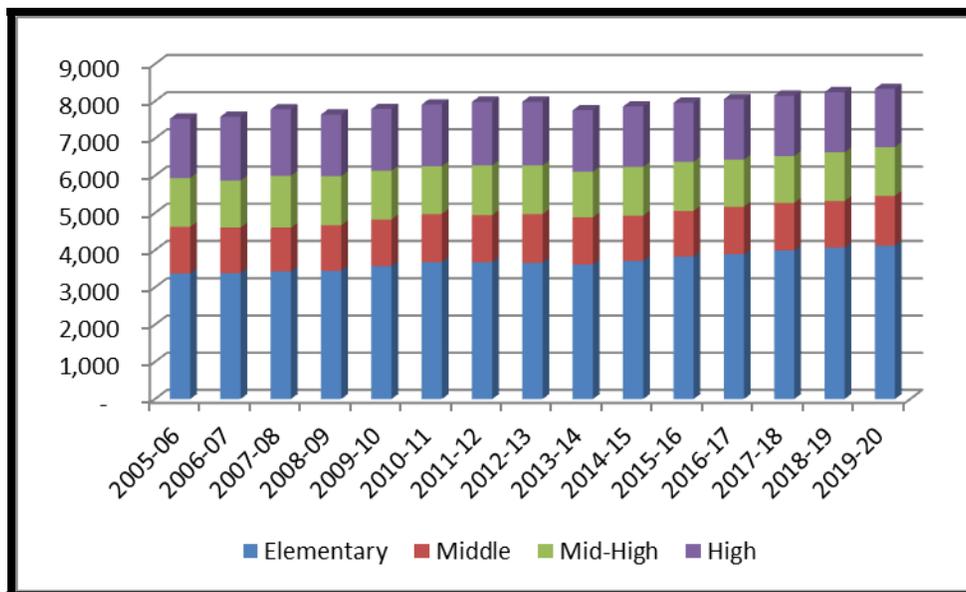
A 2.42 acre site (Jubb Field), located in an area north of Highway #92, is used as a small softball field. It is not of sufficient size to support a school.

SECTION 5: STUDENT ENROLLMENT TRENDS AND PROJECTIONS

Historic Trends and Projections

Student enrollment in the Lake Stevens School District remained relatively constant between 1973 and 1985 (15%) and then grew significantly from 1985 through 2005 (approximately 120%). Between October 2008 and October 2013, student enrollment increased by 479 FTE students, approximately 7%. Overall there was a 2% decline countywide during this period. The October 1, 2013 enrollment was 7,759 student FTEs, an increase of 118 students (1.6%) over October 1, 2011, the last CFP reporting period. The District has been, and is projected to continue to be one of the fastest growing districts in Snohomish County based on the OFM-based population forecast. Population is estimated to rise from 41,238 in 2013 to over 61,000 in Year 2035.

Figure 2 – Lake Stevens School District Enrollment Projection



Enrollment projections are most accurate for the initial years of the forecast period. Moving further into the future, more assumptions about economic conditions and demographic trends in the area affect the projections. Monitoring birth rates in Snohomish County and population growth for the area are essential yearly activities in the ongoing management of the capital facilities plan. In the event that enrollment growth slows, plans for new facilities can be delayed. It is much more difficult, however, to initiate new projects or speed projects up in the event enrollment growth exceeds the projections.

Table 5-1 Enrollment as Percentage of Population			
	Population	FTE Student Enrollment (Actual)	Student/ Population Ratio (Updated)
2000	29,888	6,305	21.1%
2001	30,897	6,633	21.5%
2002	31,906	6,800	21.3%
2003	32,914	6,996	21.3%
2004	33,923	7,109	21.0%
2005	34,932	7,299	20.9%
2006	35,941	7,240	20.1%
2007	36,950	7,257	19.6%
2008	37,959	7,307	19.2%
2009	38,968	7,433	19.1%
2010	39,977	7,568	18.9%
2011	40,248	7,640	19.0%
2012	40,726	7,655	18.8%
2013	41,238	7,759	18.8%
2014	42,142	7,860	18.70%
2015	43,047	7,959	18.50%
2016	43,951	8,055	18.30%
2017	44,856	8,150	18.20%
2018	45,760	8,242	18.00%
2019	46,665	8,331	17.90%

For its planning purposes, the District forecasts enrollments using the Ratio method, which measures FTE enrollment as a percentage of population. Table 5-1 shows this ratio from 2000 to 2013 based on official census and county population estimates adopted in 2012 by the Snohomish County Tomorrow Steering Committee and Snohomish County Council. Enrollments are based on District records of actual FTE enrollments.

The future enrollment forecasts (2014-2019) by the Office of the Superintendent of Public Instruction (OSPI) were not adopted for use in the District’s 2014 CFP update. OSPI methodology uses a modified cohort survival method based on headcount. This method estimates how many students in one year will attend the next grade in the following year. The methodology is explained in Appendix B. OSPI Headcount estimates are found in Table 5-2 and differ from the District’s Ratio-based FTE estimates in Table 5-3. The OSPI estimates are too high in the opinion of the District. They would produce a student/population ratio of 19.1% in 2019 when the percentage has been declining consistently since 2001.

At this time, the District has at least one section of for-pay full-day Kindergarten at each of its six elementary schools. However, the majority of Kindergarten students still attend half-day Kindergarten. The District is not yet eligible for state-funded full-day Kindergarten at any of its

schools. As a result, the District will continue to use student full-time equivalent (FTE) numbers for its calculations. The District is aware of the potential requirement, with accompanying state funding, for full-day kindergarten beginning in 2018. This is not considered in this Capital Facilities Plan because the requirement is not officially in place. Should it happen prior to the 2016 update the District may revise its plan accordingly.

In summary, the Lake Stevens School District, using the ratio method, estimates that FTE enrollment will total 8,331 students in 2019. This represents a 7.4% FTE increase over 2013.

Table 5-2 shows future enrollment by grade span. It is based in part on the percentage distribution by OSPI, although the District assumes a slower pace of growth over the next six years. The estimates are based on a more focused analysis of trends that show a similar growth rate at the elementary level, but lower at the higher grade spans.

**Table 5-2 - Projected FTE Enrollment by Grade Span 2013-2019
 Lake Stevens School District - FTE**

Grade Span	2013	2014	2015	2016	2017	2018	2019
Elementary School	3,612	3,710	3,825	3,886	3,992	4,070	4,122
Middle School	1,268	1,216	1,228	1,282	1,276	1,250	1,336
Mid-High School	1,225	1,310	1,321	1,260	1,262	1,307	1,308
High School	1,654	1,623	1,585	1,627	1,620	1,616	1,565
Total	7,759	7,860	7,959	8,055	8,150	8,242	8,331

2035 Enrollment Projections

Although student enrollment projections beyond 2019 are highly speculative, they are useful for developing long-range comprehensive facilities plans. These long-range enrollment projections may also be used in determining future site acquisition needs.

The District projects a 2035 student FTE enrollment of 10,656 based on the “ratio” method. (OSPI does not forecast enrollments beyond 2019). The forecast is based on the County’s OFM-based population forecast of 61,136. Assuming the County forecasts are correct, student enrollment will continue to increase through 2035 and the 17.4% ratio is considered reasonable. The 2013 actual ratio was 18.8%. OSPI has forecasted a decline in the student/population ratio. The 2035 assumption reflects this ratio decline.

Table 5-3 - Projected 2035 Enrollment

Grade Span	2035
Elementary School	5,272
Middle School	1,709
Mid-High School	1,673
High School	2,002
Total	10,656

The 2035 estimate represents a 37% increase over 2013 enrollment levels. The total enrollment estimate was broken down by grade span to evaluate long-term site acquisition needs for elementary, middle school, mid-high school and high school facilities. Enrollment by grade span was determined based on recent and projected enrollment trends at the elementary, middle, mid-high and high school levels.

Should projected enrollment materialize as described in Table 5-3, it is estimated that the District would require an additional 58 classrooms at the elementary level, 10 classrooms at the middle school level, 13 classrooms at the mid-high level and 27 classrooms at the high school level.

These additional classrooms could take the form of relocatable classrooms (portables)³, additional classrooms at existing schools or new campuses. In addition, it is possible that the District would require additional support facilities, like a maintenance building, technology center or additional bus service facilities, to serve the projected enrollment.

Again, the 2035 estimates are highly speculative and are used only for general planning purposes. Analysis of future facility and capacity needs is provided in Section 6 of this Capital Facilities Plan.

³ Portable classroom space is not considered a part of permanent capacity

SECTION 6: CAPITAL FACILITIES PLAN

Existing Deficiencies

Current enrollment at each grade level is identified in Table 5-2. The District currently (2013) has 475 unhoused students at the elementary level and 128 unhoused students at the high school level. It has excess capacity at the middle school (167) and mid-high (193) school levels.

Facility Needs (2014-2019)

Projected available student capacity was derived by subtracting projected FTE student enrollment from 2014 permanent school capacity (excluding portables) for each of the six years in the forecast period (2014-2019). The District’s enrollment projections in Table 5-2 have been applied to the existing capacity (Table 4-1). If no capacity improvements were to be made by the year 2019 the District would be over capacity at the elementary level by 985 students, and by 39 students at the high school level. The middle school and mid high levels would have excess capacity at 99 students and 110 students respectively.

Projected future capacity needs are depicted on Table 6-1. This table compares actual future space needs with the portion of those needs that are “growth related.” RCW 82.02 and SCC 30.66C mandate that new developments cannot be assessed impact fees to correct existing deficiencies. Thus, any capacity deficiencies existing in the District in 2013 must be deducted from the total projected deficiencies before impact fees are assessed. The percentage figure shown in the last column of Table 6-1 is the “growth related” percentage of overall deficiencies that is used to calculate impact fees.

Table 6-1 - Projected Additional Capacity Needs 2013 – 2019

Grade Span	2013	2014	2015	2016	2017	2018	2019	2013-2019
Elementary (K-5)								
Capacity Deficit	(475)	(573)	(688)	(749)	(855)	(933)	(985)	
Growth Related		(98)	(213)	(274)	(380)	(458)	(510)	51.78%
Middle School (6-7)								
Capacity Deficit	167	219	207	153	159	185	99	
Growth Related		52	40	(14)	(8)	18	(68)	68.69%
Mid-High (8-9)								
Capacity Deficit	193	108	97	158	156	111	110	
Growth Related		(85)	(96)	(35)	(37)	(82)	(83)	75.73%
High School 10-12)								
Capacity Deficit	(128)	(97)	(59)	(101)	(94)	(90)	(39)	
Growth Related		31	69	27	34	38	89	0.00%

Table 6-1 does not consider the construction of a new elementary school. The District’s six-year capital improvement plan (Table 6-3) includes the project. Deficiencies would remain at three grade levels (not Middle School), although the elementary deficit would drop to 485 with a new elementary school.

Forecast of Future Facility Needs through 2035

Additional elementary, middle, mid-high and high school classroom space will need to be constructed between 2015 and 2035 to meet the projected student population increase. The District will have to purchase additional school sites to facilitate growth during this time frame.

By the end of the six-year forecast period (2019), additional permanent student capacity will be needed as follows:

Table 6-2 – 2019 Additional Capacity Need

Grade Level	2013 Capacity	2019 Capacity	2019 Additional Capacity Needed
Elementary	3,137	3,637	485*
Middle School	1,435	1,435	
Mid-High	1,418	1,418	
High School	1,526	1,526	39
Total	7,516	8,016	524

*Assumes construction of new 500-student elementary school in 2019

These figures reflect a planned elementary school improvement by the District by 2019.

Planned Improvements (2013 - 2019)

The following is a brief outline of those projects likely needed to accommodate un-housed students in the Lake Stevens School District through the Year 2019 based on OSPI enrollment projections.

Elementary Schools: Based upon current enrollment estimates, elementary student population will increase to the level of requiring a new elementary school. The construction of a new elementary school is projected by 2019 and will require placing a bond issue before the electorate. If a school is built, there would be 485 unhoused students, a number less than the District’s standard of 500-student capacity for elementary schools.

Middle Schools: With the move of the 8th grade to the new Cavelero Mid-High School, there is currently sufficient student capacity.

Mid-High School: Cavelero Mid-High, opened in 2007, houses grades 8 & 9.

High Schools: The high school houses grades 10-12. There will be an estimated 39 unhoused students at this level. Additional classroom space will be accommodated with portables.

Interim Classroom Facilities (Portables): Additional portables will be purchased in future years, as needed. However, it remains a District goal to house all students in permanent facilities.

Site Acquisition and Improvements: An additional elementary school site will be needed in an area where student growth is taking place. The 10-acre Lochsloy property is in the far corner of the district, not in an area of growth and will not meet this need. Affordable land suitable for school facilities will be difficult to acquire. Funds for the purchase of land suitable for an elementary facility will have to be included in a bond issue. At this time a bond issue has not been scheduled for placement before the District electorate.

Support Facilities

The District does not project the need for additional support facilities during period of the six-year finance plan.

Capital Facilities Six-Year Finance Plan

The Six Year Finance Plan shown on Table 6-3 demonstrates how the District intends to fund new construction and improvements to school facilities for the years 2014-2019. The financing components include bond issue(s), State match funds, school mitigation and impact fees.

The financing plan separates projects and portions of projects that add capacity from those that do not, since the latter are generally not appropriate for impact fee funding. The financing plan and impact fee calculation formula also differentiate between projects or portions of projects that address existing deficiencies (ineligible for impact fees) and those which address future growth related needs.

General Obligation Bonds: Bonds are typically used to fund construction of new schools and other capital improvement projects. A 60% voter approval is required to pass a bond. Bonds are then retired through collection of property taxes. A capital improvements bond for \$65,500,000 was approved by the electorate in February 2005. These funds were used to construct the Cavelero Mid-High School, the modernization of Mt. Pilchuck, Sunnycrest and Hillcrest Elementary schools, Lake Stevens High School 500 Building and the District athletic facility.

If actions by state, county and local jurisdictions determined that impact fees were not available in the future to fund growth-related projects, it would be necessary for the District to seek additional funds through voter approved general obligation bonds coupled with available state match.

The total costs of the growth related projects outlined in Table 6-3 represent recent and current bids per information obtained through OSPI, the District's architect and neighboring school districts that have recently or are planning to construct classroom space. An inflation factor of 2.5% per year has been applied out to 2019.

State Match Funds: State Match Funds come from the Common School Construction Fund. Bonds are sold on behalf of the fund then retired from revenues accruing predominately from the sale of renewable resources (i.e. timber) from State school lands set aside by the Enabling Act of 1889. If these sources are insufficient to meet needs, the Legislature can appropriate funds or the State Board of Education can establish a moratorium on certain projects.

School districts may qualify for State matching funds for a specific capital project. To qualify, a project must first meet State-established criteria of need. This is determined by a formula that

specifies the amount of square footage the State will help finance to house the enrollment projected for the district. If a project qualifies, it can become part of a State prioritization system. This system prioritizes allocation of available funding resources to school districts based on a formula which calculates district assessed valuation per pupil relative to the whole State assessed valuation per pupil to establish the percent of the total project cost to be paid by the State for eligible projects.

State Match Funds can only be applied to major school construction projects. Site acquisition and minor improvements are not eligible to receive matching funds from the State. Because availability of State Match Funds has not been able to keep pace with the rapid enrollment growth occurring in many of Washington’s school districts, matching funds from the State may not be received by a school district until after a school has been constructed. In such cases, the District must “front fund” a project. That is, the District must finance the complete project with local funds (the future State’s share coming from funds allocated to future District projects). When the State share is finally disbursed (without accounting for escalation) the future District project is partially reimbursed.

Because of the method of computing State Match, the District has historically received approximately 39% of the actual cost of school construction in state matching funds. For its 2014 CFP, the District assumes a 40% match.

School Impact Fees Development impact fees have been adopted by a number of jurisdictions as a means of supplementing traditional funding sources for construction of public facilities needed to accommodate new development. School impact fees are generally collected by the permitting agency at the time building permits or certificates of occupancy are issued.

Impact fees have been calculated utilizing the formula in Snohomish County Ordinance, Chapter 30.66C. The resulting figures are based on the District’s cost per dwelling unit to purchase land for school sites, make site improvements, construct schools and purchase, install or relocate temporary facilities (portables). Credits have also been applied in the formula to account for State Match Funds to be reimbursed to the District and projected future property taxes to be paid by the owner of a dwelling unit. The costs of projects that do not add capacity or which address existing deficiencies have been eliminated from the variables used in the calculations.

Since 2012, the Lake Stevens School District has collected and expended the following impact fees:

	<u>Collections</u>	<u>Expenditures</u>
2014	\$ 384,044.00	\$ 232,450.92
2013	\$1,005,470.00	\$ 22,304.10
2012	\$1,526,561.00	\$ -
2011	\$ 734,392.00	\$ -
2010	\$1,057,088.00	\$ 3,600,000.00
2009	\$1,638,290.00	\$ -

The law allows ten years for collected dollars to be spent.

By ordinance, new developments cannot be assessed impact fees to correct existing deficiencies. Thus, existing capacity deficiencies must be deducted from the total projected deficiencies in the calculation of impact fees.

Table 6-3 – Capital Facilities Plan 2014-2019

Estimated Project Cost by Year - in \$millions							Total	Local Cost*	State Match
	2014	2015	2016	2017	2018	2019			
Improvements Adding Student Capacity									
Elementary									
Site Acquisition						\$ 1.50	\$ 1.50	\$ 1.50	
						15	15		
Capacity Addition						500			
Construction Cost						\$19.95	\$19.95	\$ 11.27	\$8.68
Capacity Addition							500		
Middle									
Site Acquisition							-		
							-		
Capacity Addition							-		
Construction Cost							-		
Capacity Addition							-		
Mid-High									
Site Acquisition							-		
							-		
Capacity Addition							-		
Construction Cost							-		
Capacity Addition							-		
High School									
Site Acquisition							-		
							-		
Capacity Addition							-		
Construction Cost							-		
Capacity Addition							-		
Total Cost						\$21.45	\$21.45	\$12.77	\$8.68
Portables Purchased as Necessary at \$110,000 per unit									
Improvements Not Adding Student Capacity									
							-	Local	Match
Elementary									
Construction Cost							-		
Middle									
Construction Cost							-		
Mid-High									
Construction Cost							-		
High School									
Construction Cost							-		
District-wide Improvements									
Construction Cost							-		
Totals							-	Local	Match
Elementary (including land acquisition)						\$21.45	\$21.45	\$12.77	\$8.68
Middle							-		
Mid-High							-		
High School							-		
District Wide							-		
Annual Total						\$21.45	\$21.45	\$ 12.77	\$8.68

* Local Cost includes amounts currently available to the District, future uncollected impact fees and bonds and levies not yet approved.

The financing plan separates projects and portions of projects that add capacity from those that do not, since the latter are generally not appropriate for impact fee funding. The financing plan and impact fee calculation also differentiate between projects or portions of projects that address existing deficiencies (ineligible for impact fees) and those which address future growth-related needs. From this process, the District can develop a plan that can be translated into a bond issue package for submittal to District voters, if deemed appropriate.

Table 6-4 presents an estimate of the capacity impacts of the proposed capital construction projects.

Calculation Criteria

1. Site Acquisition Cost Element

Site Size: The site size given the optimum acreage for each school type based on studies of existing school sites OSPI standards. Generally, districts will require 11-15 acres for an elementary school; 25-30 acres for a middle school or junior high school; and 40 acres or more for a high school. Actual school sites may vary in size depending on the size of parcels available for sale and other site development constraints, such as wetlands. It also varies based on the need for athletic fields adjacent to the school along with other specific planning factors.

This space for site size on the Variable Table contains a number only when the particular district plans to acquire additional land during the six-year planning period, 2014 - 2019. As noted previously, the District will need to acquire an additional elementary school site between 2014 and 2019. The District acquired a site for an elementary school and a high school in 2001.

Average Land Cost Per Acre: The cost per acre is based on estimates of land costs within the District, based either on recent land purchases or by its knowledge of prevailing costs in the particular real estate market. Prices per acre will vary throughout the County and will be heavily influenced by the urban vs. rural setting of the specific district and the location of the planned school site. The Lake Stevens School District estimates its vacant land costs to be \$100,000 per acre. Until a site is actually located for acquisition, the actual purchase price is unknown. Developed sites, which sometimes must be acquired adjacent to existing school sites, can cost well over \$100,000 per acre.

Facility Design Capacity (Student FTE): Facility design capacities reflect the District's optimum number of students each school type is designed to accommodate. These figures are based on actual design studies of optimum floor area for new school facilities. The Lake Stevens School District designs new elementary schools to accommodate 500 students, new middle schools 750 students and new high schools 1,500 students.

Student Factor: The student factor (or student generation rate) is the average number of students generated by each housing type – in this case: single-family detached dwellings and multiple-family dwellings. Multiple-family dwellings, which may be rental or owner-occupied units within structures containing two or more dwelling units, were broken out into one-bedroom and two-plus bedroom units.

**Table 6-4 – Projected Growth Related Capacity Surplus (Deficit)
 After Programmed Improvements**

	Elementary	Middle	Mid-High	High School
2013				
Existing Capacity	3,137	1,435	1,418	1,526
Programmed Improvement Capacity				
Capacity After Improvement	3,137	1,435	1,418	1,526
Current Enrollment	3,612	1,268	1,225	1,654
Surplus (Deficit) After Improvement	(475)	167	193	(128)
2014				
Existing Capacity	3,137	1,435	1,418	1,526
Programmed Improvement Capacity	0	0	0	0
Capacity After Improvement	3,137	1,435	1,418	1,526
Projected Enrollment	3,710	1,216	1,310	1,654
Surplus (Deficit) After Improvement	(573)	219	108	(97)
2015				
Existing Capacity	3,137	1,435	1,418	1,526
Programmed Improvement Capacity	0	0	0	0
Capacity After Improvement	3,137	1,435	1,418	1,526
Projected Enrollment	3,825	1,228	1,321	1,585
Surplus (Deficit) After Improvement	(688)	207	97	(59)
2016				
Existing Capacity	3,137	1,435	1,418	1,526
Programmed Improvement Capacity	0	0	0	0
Capacity After Improvement	3,137	1,435	1,418	1,526
Projected Enrollment	3,886	1,282	1,260	1,627
Surplus (Deficit) After Improvement	(749)	153	158	(101)
2017				
Existing Capacity	3,137	1,435	1,418	1,526
Programmed Improvement Capacity	0	0	0	0
Capacity After Improvement	3,137	1,435	1,418	1,526
Projected Enrollment	3,992	1,276	1,262	1,620
Surplus (Deficit) After Improvement*	(855)	159	156	(94)
2018				
Existing Capacity	3,137	1,435	1,418	1,526
Programmed Improvement Capacity	0	0	0	0
Capacity After Improvement	3,137	1,435	1,418	1,526
Projected Enrollment	4,070	1,250	1,307	1,616
Surplus (Deficit) After Improvement*	(933)	185	111	(90)
2019				
Existing Capacity	3,137	1,435	1,418	1,526
Programmed Improvement Capacity	500	0	0	0
Capacity After Improvement	3,637	1,435	1,418	1,526
Projected Enrollment	4,122	1,336	1,308	1,565
Surplus (Deficit) After Improvement	(485)	99	110	(39)

Pursuant to a requirement of Chapter 30.66C, each school district was required to conduct student generation studies within their jurisdictions. This was done to “localize” generation rates for purposes of calculating impact fees. A description of this methodology is contained in Appendix D.

The student generation rates for the Lake Stevens School District are shown on Table 6-5.

Table 6-5 – Student Generation Rates

	Elementary	Middle	Mid-High	High	Total
Single Family	0.332	0.111	0.092	0.118	0.653
<i>Multiple Family, 1 Bedroom</i>	--	--	--	--	--
Multiple Family, 2+ Bedroom	0.169	0.038	0.063	0.055	0.325

The District expects that .653 students will be generated from each new single family home in the District and that .325 students will be generated from each new two-plus bedroom multi-family unit. No survey samples were found for Multiple Family 1-Bedroom units.

2. School Construction Cost Variables

Additional Building Capacity: These figures are the actual capacity additions to the Lake Stevens School District that will occur as a result of improvements listed on Table 6-3 (Capital Facilities Plan).

Current Facility Square Footage: These numbers are taken from Tables 4-1 and 4-2. They are used in combination with the “Existing Portables Square Footage” to apportion the impact fee amounts between permanent and temporary capacity figures in accordance with Chapter 30.66C.

Estimated Facility Construction Cost: The estimated facility construction cost is based on planned costs or on actual costs of recently constructed schools. The facility cost is the total cost for construction projects as defined on Table 6-3, including only capacity related improvements and adjusted to the “growth related” factor. Projects or portions of projects that address existing deficiencies (which are those students who are un-housed as of October 2013) are not included in the calculation of facility cost for impact fee calculation.

Facility construction costs also include the off-site development costs. Costs vary with each site and may include such items as sewer line extensions, water lines, off-site road and frontage improvements. Off-site development costs are not covered by State Match Funds. Off-site development costs vary, and can represent 10% or more of the total building construction cost.

3. Relocatable Facilities Cost Element

Impact fees may be collected to allow acquisition of portables to help relieve capacity deficiencies on a temporary basis. The cost allocated to new development must be growth related and must be in proportion to the current permanent versus temporary space allocations by the district.

Existing Units: This is the total number of existing portables in use by the district as reported on Table 4-2.

New Facilities Required Through 2019: This is the estimated number of portables to be acquired.

Cost Per Unit: This is the average cost to purchase and set up a portable. It includes site preparation, but does not include moveable furnishings in the unit.

Relocatable Facilities Cost: This is simply the total number of needed units multiplied by the cost per unit. The number is then adjusted to the “growth-related” factor.

For districts, such as Lake Stevens, that do not credit any portable capacity to the permanent capacity total (see Table 4-1), this number is not directly applicable to the fee calculation and is for information only. The impact fee allows a general fee calculation for portables; however the amount is adjusted to the proportion of total square footage in portables to the total square footage of permanent and portable space in the district.

Where districts do allow a certain amount of portable space to be credited to permanent capacity, that amount would be adjusted by the “growth-related” factor, because it is considered to be permanent space.

4. Fee Credit Variables

BOECKH Index: This number is generated by the E.H. Boeckh Company and is used by OSPI as a guideline for determining the area cost allowance for new school construction. The index is an average of a seven-city building cost index for commercial and factory buildings in Washington State, and is adjusted every two months for inflation. The current BOECKH Index is \$200.40 (January 2014).

State Match Percentage: The State match percentage is the proportion of funds that are provided to the school districts, for specific capital projects, from the State’s Common School Construction Fund. These funds are disbursed based on a formula which calculates the District’s assessed valuation per pupil relative to the whole State assessed valuation per pupil to establish the percentage of the total project to be paid by the State. The District will continue to use a state match percentage of 40% vs. the historical percentage of 39%.

5. Tax Credit Variables

Under Title 30.66C, a credit is granted to new development to account for taxes that will be paid to the school district over the next ten years. The credit is calculated using a “present value” formula.

Interest Rate (20-year GO Bond): This is the interest rate of return on a 20-year General Obligation Bond and is derived from the bond buyer index. The current assumed interest rate is 4.38%.

Levy Rate (in mils): The Property Tax Levy Rate (for bonds) is determined by dividing the District's average capital property tax rate by one thousand. The current levy rate for the Lake Stevens School District is 0.00159.

Average Assessed Value: This figure is based on the District's average assessed value for each type of dwelling unit (single-family and multiple-family). The averaged assessed values are based on estimates made by the County's Planning and Development Services Department utilizing information from the Assessor's files. The current average assessed value is \$232,647 for single-family detached residential dwellings; \$64,444 for one-bedroom multi-family units, and \$94,676 for two or more bedroom multi-family units.

6. Adjustments

Growth Related Capacity Percentage: This is explained in preceding sections.

Discount: In accordance with Chapter 30.66C, all fees calculated using the above factors are to be reduced by 50%.

These variables and calculations are shown in Table 6-6.

Table 6-6 - Impact Fee Variables

Criteria	Elementary	Middle	Mid-High	High
Single Family	0.332	0.111	0.092	0.118
Multiple Family 1 Bdrm				
Multiple Family 2 Bdrm	0.169	0.038	0.063	0.055
Site Needs (acres)	15.0	-	-	-
Growth Related	7.8	-	-	-
Cost Per Acre	\$100,000.00	\$100,000.00	\$100,000.00	\$100,000.00
Additional Capacity	500	-	-	-
Growth Related	258	0	0	0
Estimated Facility Construction Cost	\$21,700,000	\$0	\$0	\$0
Growth Related	\$11,235,532	\$0	\$0	\$0
Additional Capacity	500	-	-	-
Growth Related	258	-	-	-
Current Facility Square Footage	281,611	176,697	224,694	207,195
Relocatable Facilities Cost	\$110,000	\$110,000	\$110,000	\$110,000
Growth Related	\$56,954	\$75,555	\$83,302	\$0
Relocatable Facilities Capacity/Unit	27	30	30	25
Growth Related	13	20	22	-
Existing Portable Square Footage	29,568	14,336	-	15,232
Boeckh Index	\$200.40	\$200.40	\$200.40	\$200.40
School Space per Student (OSPI)	90	117	117	130
State Match Percentage	40.00%	40.00%	40.00%	40.00%
Interest Rate	4.38%	4.38%	4.38%	4.38%
Loan Payoff (Years)	10	10	10	10
Property Tax Levy Rate (Bonds)	0.00159	0.00159	0.00159	0.00159
Average AV per DU Type	\$232,647	\$64,444		\$94,676
	(Single Fam.)	(MF 1 bdrm)		(MF 2 bdrm)
Growth-Related Factor	51.78%	68.69%	75.73%	0.00%
Discount	50%	50%	50%	50%

Proposed Impact Fee Schedule

Using the variables and formula described, impact fees proposed for the Lake Stevens School District are summarized in Table 6-7 (refer to Appendix A for worksheets).

Table 6-7 - Calculated Impact Fees

Housing Type	Impact Fee Per Unit
Single Family Detached	\$9,360
One Bedroom Apartment	\$0
Two + Bedroom Apartment	\$5,065
Two + Duplex/Townhouse	\$5,065

50% discount

Housing Type	Impact Fee Per Unit
Single Family Detached	\$4,680
One Bedroom Apartment	\$0
Two + Bedroom Apartment	\$2,532
Two + Duplex/Townhouse	\$2,532

Appendix A

Impact Fee Calculation

IMPACT FEE WORKSHEET
 LAKE STEVNS SCHOOL DISTRICT
SINGLE-FAMILY RESIDENTIAL

SITE ACQUISITION COST

acres needed	7.80	x	\$	capacity (#	258	x	student	0.332	=	\$1,004	(elementary)
			100,000	students)			factor				
acres needed	0	x	\$	capacity (#	0	x	student	0.111	=	\$0	(middle)
			100,000	students)			factor				
acres needed	0	x	\$	capacity (#	0	x	student	0.092	=	\$0	(mid-high)
			100,000	students)			factor				
acres needed	0	x	\$	capacity (#	0	x	student	0.118	=	\$0	(high school)
			100,000	students)			factor				
TOTAL SITE ACQUISITION COST										=	<u>\$1,004</u>

SCHOOL CONSTRUCTION COST

total const. cost	\$11,235,532	/	capacity (#	258	x	student	0.332	=	\$14,458	(elementary)	
			students)			factor					
total const. cost	\$0	/	capacity (#	0	x	student	0.111	=	\$0	(middle)	
			students)			factor					
total const. cost	\$0	/	capacity (#	0	x	student	0.092	=	\$0	(mid-high)	
			students)			factor					
total const. cost	\$0	/	capacity (#	0	x	student	0.118	=	\$0	(high school)	
			students)			factor					
										Subtotal	\$14,458
Total Square Feet		/	Total Square Feet					=	93.77%		
of Permanent Space (District)	890,197		of School Facilities (000)	949,333							
TOTAL FACILITY CONSTRUCTION COST										=	<u>\$ 13,557</u>

RELOCATABLE FACILITIES COST (PORTABLES)

Portable Cost	\$ 56,954	/	13	facility size	x	student	0.332	=	\$1,455	(elementary)	
						factor					
Portable Cost	\$ 75,555	/	20	facility size	x	student	0.111	=	\$419	(middle)	
						factor					
Portable Cost	\$ 83,302	/	22	facility size	x	student	0.092	=	\$348	(mid-high)	
						factor					
Portable Cost	\$ -	/	0	facility size	x	student	0.118	=	\$0	(high school)	
						factor					
										Subtotal	\$2,222
Total Square Feet		/	Total Square Feet					=	6.23%		
of Portable Space (District)	59,136		of School Facilities (000)	949,333							
TOTAL RELOCATABLE COST ELEMENT										=	<u>\$138</u>

CREDIT AGAINST COST CALCULATION -- MANDATORY

STATE MATCH CREDIT

BOECKH Index	\$ 200.40	x OSPI		x	State Match %	40.00%	x	student	0.332	=	\$2,395	(elementary)	
		Allowance	90.00					factor					
BOECKH Index	\$ 200.40	x OSPI		x	State Match %	40.00%	x	student	0.111	=		(middle)	
		Allowance	117.00					factor					
BOECKH Index	\$ 200.40	x OSPI		x	State Match %	40.00%	x	student	0.092	=		(mid-high)	
		Allowance	117.00					factor					
BOECKH Index	\$ 200.40	x OSPI		x	State Match %	40.00%	x	student	0.118	=		(high school)	
		Allowance	130.00					factor					
TOTAL STATE MATCH CREDIT											=	<u>\$2,395</u>	

TAX PAYMENT CREDIT

[(1+ interest rate	4.38%	)	10	years to pay off bond) - 1]	/	[interest rate	4.38%	x				
		[^]										
(1 + interest rate	4.38%) [^]	10	years to pay off bond]	x	0.00159	capital levy rate					
							x					
assessed value	\$232,647									tax payment	=	\$
										credit		2,944

IMPACT FEE CALCULATION

SITE ACQUISITION COST	\$1,004
FACILITY CONSTRUCTION COST	\$ 13,557
RELOCATABLE FACILITIES COST (PORTABLES)	\$138
(LESS STATE MATCH CREDIT)	(\$2,395)
(LESS TAX PAYMENT CREDIT)	(\$2,944)

	Non-Discounted	50% Discount
FINAL IMPACT FEE PER UNIT	\$9,360	\$4,680

IMPACT FEE WORKSHEET
 LAKE STEVNS SCHOOL DISTRICT
MULTIPLE FAMILY RESIDENTIAL -- 1 BDRM OR LESS

SITE ACQUISITION COST

acres needed	7.8	x	\$	/	capacity (#	258	x	student	0	=	\$0	(elementary)
			100,000		students)			factor				
acres needed	0	x	\$	/	capacity (#s	0	x	student	0	=	\$0	(middle)
			100,000		tudents)			factor				
acres needed	0	x	\$	/	capacity (#	0	x	student	0	=	\$0	(mid-high)
			100,000		students)			factor				
acres needed	0	x	\$	/	capacity (#	0	x	student	0	=	\$0	(high school)
			100,000		students)			factor				

TOTAL SITE ACQUISITION COST = \$0

SCHOOL CONSTRUCTION COST

total const. cost	\$11,235,532	/			capacity (#	258	x	student factor	0	=	\$0	(elementary)
					students)							
total const. cost	\$0	/			capacity (#	0	x	student factor	0	=	\$0	(middle)
					students)							
total const. cost	\$0	/			capacity (#	0	x	student factor	0	=	\$0	(mid-high)
					students)							
total const. cost	\$0	/			capacity (#	0	x	student factor	0	=	\$0	(high school)
					students)							

Subtotal \$0

Total Square Feet of Permanent Space (District) / Total Square Feet of School Facilities (000) = 93.77%

890,197 / 949,333

TOTAL FACILITY CONSTRUCTION COST = \$ -

RELOCATABLE FACILITIES COST (PORTABLES)

Portable Cost	\$ 56,954	/	13	facility size	x	student factor	0	=	\$0	(elementary)
Portable Cost	\$ 75,555	/	20	facility size	x	student factor	0	=	\$0	(middle)
Portable Cost	\$ 83,302	/	22	facility size	x	student factor	0	=	\$0	(mid-high)
Portable Cost	\$ -	/	0	facility size	x	student factor	0	=	\$0	(high school)

Subtotal \$0

Total Square Feet / Total Square Feet

of Portable Space (District) 59,136 of School Facilities (000) 949,333 = 6.23%
 TOTAL RELOCATABLE COST ELEMENT = \$0

CREDIT AGAINST COST CALCULATION -- MANDATORY

STATE MATCH CREDIT

BOECKH Index	\$ 200.40	x OSPI Allowance	<u>90</u>	x	State Match %	<u>40.00%</u>	x	student factor	<u>0</u>	=	<u>\$0</u>	(elementary)
BOECKH Index	\$ 200.40	x OSPI Allowance	<u>117</u>	x	State Match %	<u>40.00%</u>	x	student factor	<u>0</u>	=	<u> </u>	(middle)
BOECKH Index	\$ 200.40	x OSPI Allowance	<u>117</u>	x	State Match %	<u>40.00%</u>	x	student factor	<u>0</u>	=	<u> </u>	(mid-high)
BOECKH Index	\$ 200.40	x OSPI Allowance	<u>130</u>	x	State Match %	<u>40.00%</u>	x	student factor	<u>0</u>	=	<u> </u>	(high school)

TOTAL STATE MATCH CREDIT = \$0

TAX PAYMENT CREDIT

(((1+ interest rate	4.38%	) ^	10	years to pay off bond) - 1] /	[interest rate	4.38%	x				
(1 + interest rate	4.38%	)^	10	years to pay off bond] x	0.00159	capital levy rate x					
assessed value	\$64,444							tax payment credit	=	\$	(816)

IMPACT FEE CALCULATION

SITE ACQUISITION COST	\$0
FACILITY CONSTRUCTION COST	<u>\$0</u>
RELOCATABLE FACILITIES COST (PORTABLES)	<u>\$0</u>
(LESS STATE MATCH CREDIT)	<u>\$0</u>
(LESS TAX PAYMENT CREDIT)	<u>(\$816)</u>

	Non-Discounted	50% Discount
FINAL IMPACT FEE PER UNIT	\$0	\$0

IMPACT FEE WORKSHEET
 LAKE STEVNS SCHOOL DISTRICT

MULTIPLE FAMILY RESIDENTIAL -- 2 BDRM OR MORE

SITE ACQUISITION COST

acres needed	7.8	x	\$ 100,000	capacity (#students)	258	x	student factor	0.169	=	\$511	(elementary)
acres needed	<u>0</u>	x	<u>\$ 100,000</u>	capacity (#students)	<u>0</u>	x	student factor	<u>0.038</u>	=	<u>\$0</u>	(middle)
acres needed	<u>0</u>	x	<u>\$ 100,000</u>	capacity (#students)	<u>0</u>	x	student factor	<u>0.063</u>	=	<u>\$0</u>	(mid-high)
acres needed	<u>0</u>	x	<u>\$ 100,000</u>	capacity (#students)	<u>0</u>	x	student factor	<u>0.055</u>	=	<u>\$0</u>	(high school)

TOTAL SITE ACQUISITION COST = \$511

SCHOOL CONSTRUCTION COST

total const. cost	<u>\$11,235,532</u>	/	capacity (# students)	<u>258</u>	x	student factor	<u>0.169</u>	=	<u>\$7,360</u>	(elementary)
total const. cost	<u>\$0</u>	/	capacity (# students)	<u>0</u>	x	student factor	<u>0.038</u>	=	<u>\$0</u>	(middle)
total const. cost	<u>\$0</u>	/	capacity (# students)	<u>0</u>	x	student factor	<u>0.063</u>	=	<u>\$0</u>	(mid-high)
total const. Cost	<u>\$0</u>	/	capacity (# students)	<u>0</u>	x	student factor	<u>0.055</u>	=	<u>\$0</u>	(high school)

\$7,360

Total Square Feet of Permanent Space (District)	<u>890,197</u>	/ Total Square Feet of School Facilities (000)	<u>949,333</u>	=	93.77%
--	----------------	--	----------------	---	--------

TOTAL FACILITY CONSTRUCTION COST

= \$ 6,901

RELOCATABLE FACILITIES COST (PORTABLES)

Portable Cost	<u>\$ 56,954</u>	/	<u>13</u>	facility size	x	student factor	<u>0.169</u>	=	<u>\$740</u>	(elementary)
Portable Cost	<u>\$ 75,000</u>	/	<u>20</u>	facility size	x	student factor	<u>0.038</u>	=	<u>\$143</u>	(middle)
Portable Cost	<u>\$ 83,302</u>	/	<u>22</u>	facility size	x	student factor	<u>0.063</u>	=	<u>\$239</u>	(mid-high)
Portable Cost	<u>\$ -</u>	/	<u>0</u>	facility size	x	student factor	<u>0.055</u>	=		(high school)

Subtotal \$1,121

Total Square Feet of Portable Space (District)	<u>59,136</u>	/ Total Square Feet of School Facilities (000)	<u>949,333</u>	=	6.23%
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TOTAL RELOCATABLE COST ELEMENT

= \$70

CREDIT AGAINST COST CALCULATION -- MANDATORY

STATE MATCH CREDIT

BOECKH Index	<u>\$ 200.40</u>	x OSPI Allowance	<u>90</u>	x	State Match %	<u>40.00%</u>	x	student factor	<u>0.169</u>	=	<u>\$1,219</u>	(elementary)
BOECKH Index	<u>\$ 200.40</u>	x OSPI Allowance	<u>117</u>	x	State Match %	<u>40.00%</u>	x	student factor	<u>0.038</u>	=		(middle)
BOECKH Index	<u>\$ 200.40</u>	x OSPI Allowance	<u>117</u>	x	State Match %	<u>40.00%</u>	x	student factor	<u>0.063</u>	=		(mid-high)
BOECKH Index	<u>\$ 200.40</u>	x OSPI Allowance	<u>130</u>	x	State Match %	<u>40.00%</u>	x	student factor	<u>0.055</u>	=		(high school)
TOTAL STATE MATCH CREDIT										=	<u>\$1,219</u>	

TAX PAYMENT CREDIT

$\frac{[(1 + \text{interest rate } 4.38\%)^{10} - 1]}{4.38\%}$	10	years to pay off bond) - 1] /	$\frac{[\text{interest rate } 4.38\% \text{ x}$	
$(1 + \text{interest rate } 4.38\%)^{10}$	10	years to pay off bond] x	<u>0.00159</u>	capital levy rate x
assessed value	<u>\$94,676</u>			tax payment credit = \$ 1,198

IMPACT FEE CALCULATION

SITE ACQUISITION COST	<u>\$511</u>
FACILITY CONSTRUCTION COST	<u>\$6,901</u>
RELOCATABLE FACILITIES COST (PORTABLES)	<u>\$70</u>
(LESS STATE MATCH CREDIT)	<u>(\$1,219)</u>
(LESS TAX PAYMENT CREDIT)	<u>(\$1,198)</u>

	Non-Discounted	50% Discount
FINAL IMPACT FEE PER UNIT	\$5,065	\$2,532

Appendix B

OSPI Enrollment Forecasting Methodology

OSPI PROJECTION OF ENROLLMENT DATA

Cohort-Survival or Grade-Succession Technique

Development of a long-range school-building program requires a careful forecast of school enrollment indicating the projected number of children who will attend school each year. The following procedures are suggested for determining enrollment projections:

1. Enter in the lower left corner of the rectangle for each year the number of pupils actually enrolled in each grade on October 1, as reported on the October Report of School District Enrollment, Form M-70, column A. (For years prior to October 1, 1965, enter pupils actually enrolled as reported in the county superintendent's annual report, Form A-1.)
2. In order to arrive at enrollment projections for kindergarten and/or grade one pupils, determine the percent that the number of such pupils each year was of the number shown for the immediately preceding year. Compute an average of the percentages, enter it in the column headed "Ave. % of Survival", and apply such average percentage in projecting kindergarten and/or grade one enrollment for the next six years.
3. For grade two and above determine the percent of survival of the enrollment in each grade for each year to the enrollment in the next lower grade during the preceding year and place this percentage in the upper right corner of the rectangle. (For example, if there were 75 pupils in actual enrollment in grade one on October 1, 1963, and 80 pupils were in actual enrollment in grade two on October 1, 1964, the percent of survival would be $80/75$, or 106.7%. If the actual enrollment on October 1, 1965 in grade three had further increased to 100 pupils, the percent of survival to grade three would be $100/80$ or 125 %.). Compute an average of survival percentages for each year for each grade and enter it in the column, "Ave. % of Survival".

In order to determine six-year enrollment projections for grade two and above, multiply the enrollment in the next lower grade during the preceding year by 7 the average percent of survival. For example, if, on October 1 of the last year of record, there were 100 students in grade one and the average percent of survival to grade two was 105,

then 105% of 100 would result in a projection of 105 students in grade two on October 1 of the succeeding year.

4. If, after calculating the "Projected Enrollment", there are known factors which will further influence the projections, a statement should be prepared showing the nature of those factors, involved and their anticipated effect upon any portion of the calculated projection.

*Kindergarten students are projected based on a regression line.

Appendix C

Student Generation Rate Methodology



DOYLE
CONSULTING

ENABLING SCHOOL DISTRICTS TO MANAGE AND USE STUDENT ASSESSMENT DATA

Student Generation Rate Study for the Lake Stevens School District

With Grade Levels (K-5, 6-7, 8-9, 10-12)

This document describes the methodology used to calculate student generation rates (SGRs) for the Lake Stevens School District, and provides results of the calculations.

SGRs were calculated for two types of residential construction: Single family detached, and multi-family with 2 or more bedrooms. Attached condominiums, townhouses and duplexes are included in the multi-family classification since they are not considered "detached". Manufactured homes on owned land are included in the single family classification.

- 1. Electronic records were obtained from the Snohomish County Assessor's Office containing data on all new construction within the Lake Stevens School District from January 2006 through December 2012. As compiled by the County Assessor's Office, this data included the address, building size, assessed value, and year built for new single and multi-family construction. The data was "cleaned up" by eliminating records which did not contain sufficient information to generate a match with the District's student record data (i.e. incomplete addresses).*
- 2. The District downloaded student records data into Microsoft Excel format. This data included the addresses and grade levels of all K-12 students attending the Lake Stevens School District as of March 2014. Before proceeding, this data was reformatted and abbreviations were modified as required to provide consistency with the County Assessor's data.*

3. **Single Family Rates:** The data on all new single family detached residential units in County Assessor's data were compared with the District's student record data, and the number of students at each grade level living in those units was determined. The records of 2,227 single family detached units were compared with data on 8,197 students registered in the District, and the following matches were found by grade level(s)*:

GRADE(S)	COUNT OF MATCHES	CALCULATED RATE
K	139	0.062
1	118	0.053
2	114	0.051
3	139	0.062
4	109	0.049
5	121	0.054
6	115	0.052
7	133	0.060
8	91	0.041
9	114	0.051
10	90	0.040
11	96	0.043
12	76	0.034
K-5	740	0.332
6-7	248	0.111
8-9	205	0.092
10-12	262	0.118
K-12	1455	0.653

4. **Large Multi-Family Developments:** Snohomish County Assessor's data does not specifically indicate the number of units or bedrooms contained in large multi-family developments. Additional research was performed to obtain this information from specific parcel ID searches, and information provided by building management, when available. Information obtained included the number of 0-1 bedroom units, the number of 2+ bedroom units, and specific addresses of 0-1 bedroom units.

Small Multi-Family Developments: This method included all developments in the County Assessor's data containing four-plexes, tri-plexes, duplexes, condominiums and townhouses. This data contained information on the number of bedrooms for all townhouses and condominiums. Specific parcel ID searches were performed for duplex and larger units in cases where number of bedroom data was missing.

5. **Multi-Family 2+ BR Rates:** The multi-family 2+ BR SGR's were calculated by comparing data on 2+ BR multi-family units with the District's student record data, and the number of students at each grade level living in those units was determined. The records of 237 multi-family 2+ BR units were compared with data on 8,197 students registered in the District, and the following matches were found by grade level(s)*:

GRADE(S)	COUNT OF MATCHES	CALCULATED RATE
K	10	0.042
1	5	0.021
2	5	0.021
3	8	0.034
4	5	0.021
5	7	0.030
6	7	0.030
7	2	0.008
8	9	0.038
9	6	0.025
10	5	0.021
11	5	0.021
12	3	0.013
K-5	40	0.169
6-7	9	0.038
8-9	15	0.063
10-12	13	0.055
K-12	77	0.325

6. **Multi-Family 0-1 BR Rates:** Research indicated that no (0) multi-family 0-1 BR units were constructed within District boundaries during the time period covered by this study.

7. **Summary of Student Generation Rates*:**

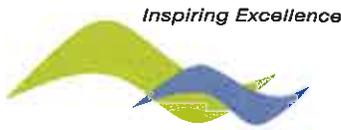
	K-5	6-7	8-9	10-12	K-12
Single Family	.332	.111	.092	.118	.653
Multi-Family 2+ BR	.169	.038	.063	.055	.325

*Calculated rates for grade level groups may not equal the sum of individual grade rates due to rounding.

Appendix D

Board Resolution Adopting

Capital Facilities Plan



LAKE STEVENS
School District

RESOLUTION NO. 5-14
CAPITAL FACILITIES PLAN FOR 2014-2019

WHEREAS, the Lake Stevens School District is required by RCW 36.70 (the Growth Management Act) and the Snohomish County General Policy Plan to adopt a Capital Facilities Plan (Plan); and

WHEREAS, development of the Capital Facilities Plan was carried out by the District in accordance with accepted methodologies and requirements of the Growth Management Act; and

WHEREAS, impact fee calculations are consistent with methodologies meeting the conditions and tests of RCW 82.02 and Snohomish County Code; and

WHEREAS, the District finds that the methodologies accurately assess necessary additional capacity which address only growth-related needs; and

WHEREAS, a draft of the Plan was submitted to Snohomish County for review with changes having been made in accordance with County comments; and

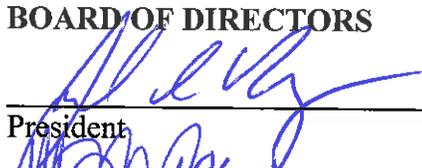
WHEREAS, the District finds that the Plan meets the basic requirements of RCW 36.70A and RCW 82.02; and

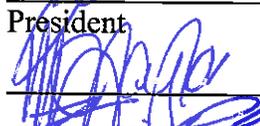
WHEREAS, a review of the Plan was carried out pursuant to RCW 43.21C (the State Environmental Policy Act). A Determination of Non Significance has been issued.

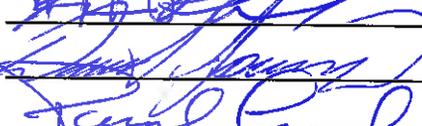
NOW, THEREFORE, BE IT RESOLVED that the Board of Directors of the Lake Stevens School District hereby adopts the Capital Facilities Plan for the years 2014-2019, pursuant to the requirements of RCW 36.70A and the Snohomish County General Policy Plan. The Snohomish County Council, the City of Lake Stevens, and the City of Marysville are hereby requested to adopt the Plan as an element of their general policy plans and companion ordinances.

ADOPTED by the Board of Directors of the Lake Stevens School District No. 4, Snohomish County, state of Washington, at a regular meeting thereof held this 13th day of August 2014.

LAKE STEVENS SCHOOL DISTRICT NO. 4
BOARD OF DIRECTORS



President






ATTEST:


Superintendent:

Appendix E

Determination of Non-Significance and Environmental Checklist

DETERMINATION OF NONSIGNIFICANCE

Lake Stevens School District No. 4 Capital Facilities Plan 2014-2019

DESCRIPTION OF PROPOSAL:

The proposed action is the adoption of the Lake Stevens School District No. 4 Capital Facilities Plan, 2014-2019. Board adoption is scheduled to occur on August 13, 2014. This Capital Facilities Plan has been developed in accordance with requirements of the State Growth Management Act and is a non-project proposal. It documents how the Lake Stevens School District utilizes its existing educational facilities given current district enrollment configurations and educational program standards, and uses six-year and 15-year enrollment projections to quantify capital facility needs for years 2014-2019.

PROPONENT: Lake Stevens School District No. 4

LOCATION OF PROPOSAL: Lake Stevens School District No. 4
Snohomish County, Washington

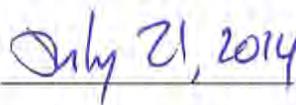
LEAD AGENCY: Lake Stevens School District No. 4

The lead agency for this proposal has determined that the proposal does not have a probable significant adverse impact on the environment. An environmental impact statement (EIS) is not required under RCW 43.21C.030(2)(c). This decision was made after review of an environmental checklist and other information on file with the lead agency. This information is available to the public upon request.

This Determination of Nonsignificance (DNS) is issued under WAC 197-11-340(2). The lead agency will not act on this proposal for 14 days from the published date below. Comments must be submitted by Thursday August 7, 2014 to the Responsible Official as named below.

RESPONSIBLE OFFICIAL: Robb Stanton
POSITION/TITLE: Executive Director, Operations and Technology Services
ADDRESS: Lake Stevens School District No. 4
12309 22nd Street NE
Lake Stevens, WA 98258
PHONE: 425-335-1506

Signature:  _____

Date:  _____

PUBLISHED: July 25, 2014

There is no agency appeal.

**LAKE STEVENS SCHOOL DISTRICT NO. 4
ENVIRONMENTAL CHECKIST
Adoption
of
Capital Facilities Plan 2014-2019**

Prepared by
SHOCKEY PLANNING GROUP, Inc.
for
Lake Stevens School District No. 4

Proposal

**Adoption of Capital Facilities Plan 2014-2019
Lake Stevens School District No. 4**

Proponent

Lake Stevens School District No. 4

Robb Stanton

12309 22nd Street NE

Lake Stevens, Washington 98258

Phone: (425) 335-1506

Project Representative

SHOCKEY PLANNING GROUP, INC.

Reid H. Shockey, AICP

2716 Colby Avenue

Everett, Washington 98201

Phone: (425) 258-9308

July 2014

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Appendices

Appendix A – Supplemental Sheet for Nonproject Actions

Appendix B – 2014-2019 Capital Facilities Plan

ENVIRONMENTAL CHECKLIST

A. BACKGROUND

1. **Name of proposed project, if applicable:** Adoption of Capital Facilities Plan, 2014-2019
2. **Name of applicant:** Lake Stevens School District No. 4
3. **Address and phone number of applicant and contact person:**

Applicant Contact: Lake Stevens School District No. 4
Attn.: Robb Stanton
12309 22nd St. N.E
Lake Stevens, WA 98258
Phone: (425) 335-1506
Email: rstanton@lkstevens.wednet.edu

Environmental/Permitting Consultant: Shockey Planning Group, Inc.
Attn.: Reid Shockey, AICP
2716 Colby Avenue
Everett, WA 98201
Phone: (425) 258-9308
Email: rshockey@shockeyplanning.com

4. **Date checklist prepared:** July 15, 2014
5. **Agency requesting checklist:** Lead agency for environmental review and SEPA compliance is the Lake Stevens School District No 4.
6. **Proposed timing or schedule (including phasing, if applicable):**

The Lake Stevens School District's Capital Facilities Plan, 2014-2019, is scheduled to be adopted by the Lake Stevens School Board August 13, 2014.

7. **Do you have any plans for future additions, expansion, or further activity related to or connected with this proposal? If yes, explain.**

The Capital Facilities Plan identifies school construction projects to accommodate un-housed students in the Lake Stevens School District through 2019. The Capital Facilities Plan will be updated at least bi-annually. Changes in actual enrollment and in enrollment projections will be used to recalculate facility needs. As noted above, project-specific environmental review will be undertaken at the time of construction on the identified projects and future projects.

8. **List any environmental information you know about that has been prepared, or will be prepared, directly related to this proposal.**

The following reports/information are incorporated by reference and attached to this environmental checklist:

- Snohomish County General Policy Plan
- City of Lake Stevens Comprehensive Plan
- City of Marysville Comprehensive Plan

9. Do you know whether applications are pending for governmental approvals of other proposals directly affecting the property covered by your proposal? If yes, explain.

Following adoption of the Capital Facilities Plan, it is anticipated that it will be incorporated into the comprehensive plans for Snohomish County and the Cities of Lake Stevens and Marysville.

10. List any government approvals or permits that will be needed for your proposal, if known.

Individual proposed projects may require various governmental approvals, and each project would be reviewed at the project-specific level. The District would obtain any of the required approvals.

11. Give brief, complete description of your proposal, including the proposed uses and the size of the project and site. There are several questions later in this checklist that ask you to describe certain aspects of your proposal. You do not need to repeat those answers on this page. (Lead agencies may modify this form to include additional specific information on project description.)

The Washington Growth Management Act (GMA) outlines thirteen broad goals including adequate provision of necessary public facilities and services. Schools are among these necessary facilities and services. The public school districts serving Snohomish County residents have developed capital facilities plans to satisfy the requirements of RCW 36.70A.070 and to identify additional school facilities necessary to meet the educational needs of the growing student populations anticipated in their districts.

This Capital Facilities Plan (CFP) is intended to provide the Lake Stevens School District (District), Snohomish County, the City of Lake Stevens, the City of Marysville and other jurisdictions a description of facilities needed to accommodate projected student enrollment at acceptable levels of service over the next fifteen years, with a more detailed schedule and financing program for capital improvements over the next six years (2014-2019).

12. Location of the proposal. Give sufficient information for a person to understand the precise location of your proposed project, including a street address, if any, and section, township, and range, if known. If a proposal would occur over a range of area, provide the range or boundaries of the site(s). Provide a legal description, site plan, vicinity map, and topographic map, if reasonably available. While you should submit any plans required by the agency, you are not required to duplicate maps or detailed plans submitted with any permit applications related to this checklist.

The Lake Stevens School District is located six miles east of downtown Everett, and encompasses all of the City of Lake Stevens as well as portions of unincorporated Snohomish County and a small portion of the City of Marysville. The District is located south of the Marysville School District and north of the Snohomish School District.

B. ENVIRONMENTAL ELEMENTS

1. EARTH

- a. **General description of the site (circle one):** Flat, rolling, hilly, steep slopes, mountainous, other.

The Lake Stevens School District is comprised of a variety of topographic features and landforms. Specific topographic and landform characteristics of the sites of proposed individual projects included in the CFP have been or would be described during project-level environmental review.

- b. **What is the steepest slope on the site (approximate percent slope)?**

Specific slope characteristics at sites of the proposed individual projects included in the CFP have been or would be identified during project-level environmental review.

- c. **What general types of soils are found on the site (for example, clay, sand, gravel, peat, muck)? If you know the classification of agricultural soils, specify them and note any agricultural land of long-term commercial significance and whether the proposal results in removing any of these soils.**

Specific soil types and their characteristics at the sites of the proposed individual projects included in the CFP have been or would be identified during project-level environmental review. Typically agricultural areas lie outside Urban Growth Areas. Schools are discouraged outside the UGA.

- d. **Are there surface indications or history of unstable soils in the immediate vicinity? If so, describe.**

Specific soil types and properties have been or would be analyzed on the sites of the proposed individual projects included in the CFP, at the time of project-level environmental review. Any limitations or necessary mitigation would be identified during project-level environmental review.

- e. **Describe the purpose, type, total area, and approximate quantities and total affected area of any filling, excavation, and grading proposed. Indicate source of fill.**

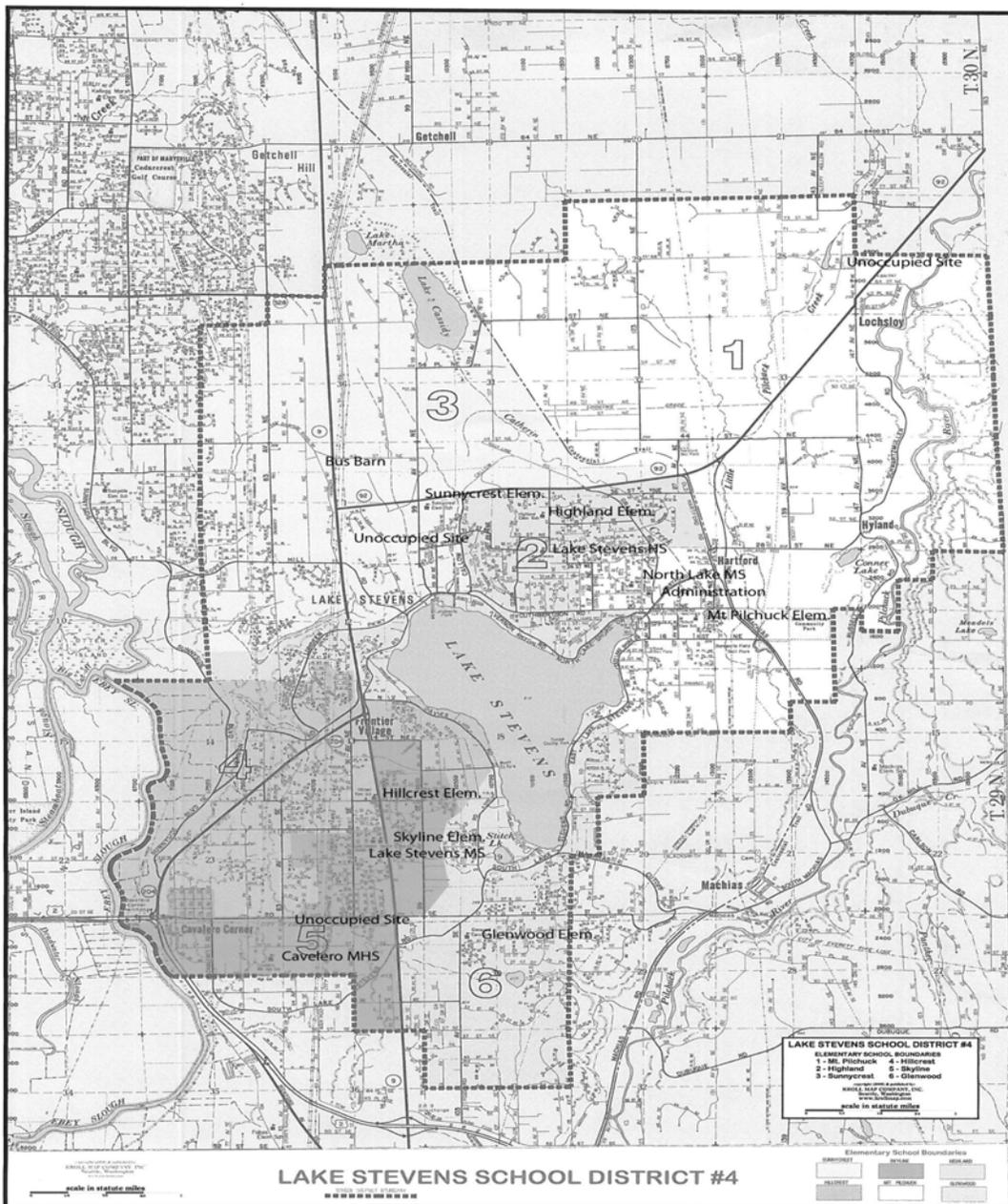
Individual projects included in the CFP have been or would be subject to Lake Stevens, Marysville or County project approval and environmental review, at the time of application.

Proposed grading activities as well as quantity, type, source and purpose of such activities would be addressed at that time. Adoption of the CFP will not, and it is not anticipated that any project described in the CFP will, cause any significant adverse unavoidable impact.

f. **Could erosion occur as a result of clearing, construction, or use? If so, generally describe.**

Erosion could occur during the construction of projects proposed in the CFP. Individual projects would be subject to the local project review process. Potential erosion impacts would be addressed on a site-specific basis during project-level environmental review. Adoption of the CFP will not, and it is not anticipated that any project described in the CFP will, cause any significant adverse unavoidable impact.

Figure 1 - Map of School Facilities



g. About what percent of the site will be covered with impervious surfaces after project construction (for example, asphalt or buildings)?

The renovations and new school facilities proposed in the CFP would result in the increase of impervious surfaces. The amount of impervious surface constructed would vary by individual project. Impervious surface quantities proposed to be constructed at each of the individual projects would be subject to project-level environmental review as well as the local project review process. Adoption of the CFP will not, and it is not anticipated that any project described in the CFP will, cause any significant adverse unavoidable impact.

h. Proposed measures to reduce or control erosion, or other impacts to the earth, if any:

Measures to control and reduce erosion impacts would be assessed and implemented in accordance with individual jurisdictional requirements. Erosion control and reduction measures have been or would be determined during project-level environmental review and requirements of the permitting jurisdiction would be met.

2. AIR

a. What types of emissions to the air would result from the proposal (i.e., dust, automobile, odors, industrial wood smoke) during construction, operation and maintenance when the project is completed? If any, generally describe and give approximate quantities if known.

Various air emissions may result from the projects proposed in the CFP. The majority of emissions would be construction related and temporary. The air-quality impacts of specific projects have been or would be evaluated during project-level environmental review. For greater detail please see *Appendix A – Supplemental Sheet for Nonproject Actions*.

b. Are there any off-site sources of emissions or odor that may affect your proposal? If so, generally describe.

Any off-site sources of emissions or odor that may affect individual projects included in the CFP would be addressed during project-level environmental review. Adoption of the CFP will not, and it is not anticipated that any project described in the CFP will, cause any significant adverse unavoidable impact.

c. Proposed measures to reduce or control emissions or other impacts to air, if any:

The individual projects in the CFP would be subject to site-specific environmental review, and also subject to individual jurisdiction local project review processes. The District would be required to comply with all applicable clean air regulations and permit requirements. Proposed air quality measures, specific to individual projects would be identified during project-level environmental review. Adoption of

the CFP will not, and it is not anticipated that any project described in the CFP will, cause any significant adverse unavoidable impact. For greater detail please refer to *Appendix A - Supplemental Sheet for Nonproject Actions*.

3. WATER

a. Surface Water:

- 1) **Is there any surface water body on or in the immediate vicinity of the site (including year-round and seasonal streams, saltwater, lakes, ponds, wetlands)? If yes, describe type and provide names. If appropriate, state what stream or river it flows into.**

The Lake Stevens School District is characterized by a variety of surface water bodies. The individual water bodies that are in close proximity to proposed projects included in the CFP have been or would be identified during project-level environmental review. When necessary, detailed studies of surface water regimes and flow patterns would be conducted, and the findings of such studies would be incorporated into the site designs of the individual projects. Adoption of the CFP will not, and it is not anticipated that any project described in the CFP would, cause any significant adverse unavoidable impact.

- 2) **Will the project require any work over, in, or adjacent to (within 200 feet) the described waters? If yes, please describe and attach available plans.**

The proposed projects included in the CFP could require work within 200 feet of the surface waters located in the Lake Stevens School District. All local project approval requirements would be satisfied and evaluated at project-specific environmental review.

- 3) **Estimate the amount of fill and dredge material that would be placed in or removed from surface water or wetlands and indicate the area of the site that would be affected. Indicate the source of fill material.**

Specific information in regard to quantities and placement of fill or dredge material, resulting from the proposed projects contained in the CFP, would be provided during project-specific environmental review. All applicable local regulations regarding quantity and placement of dredge and fill material would be satisfied for all of the individual projects. All projects would be subject to local project review processes. Adoption of the CFP will not, and it is not anticipated that any project described in the CFP will, cause any significant adverse unavoidable impact.

- 4) **Will the proposal require surface water withdrawals or diversions? Give general description, purpose, and approximate quantities if known.**

Any surface water withdrawals or diversions made in connection with the proposed projects outlined in the CFP would be addressed during project-specific environmental review.

5) Does the proposal lie within a 100-year floodplain? If so, note location on the site plan.

If any of the projects proposed in the CFP are located in a floodplain area, then they would be required to meet all applicable regulations addressing flood hazard areas through project-specific environmental review.

6) Does the proposal involve any discharges of waste materials to surface waters? If so, describe the type of waste and anticipated volume of discharge.

Waste material disposal methods required for specific projects included in the CFP would be addressed during project-level environmental review. Adoption of the CFP will not, and it is not anticipated that any project described in the CFP will, cause any significant adverse unavoidable impact. For greater detail please see *Appendix A - Supplemental Sheet for Nonproject Actions*.

b. Ground Water:

1) Will groundwater be withdrawn from a well for drinking water or other purposes? If so, give a general description of the well, proposed uses and approximate quantities withdrawn from the well. Will water be discharged to groundwater? Give general description, purpose, and approximate quantities if known.

Individual projects proposed by the CFP may withdraw or discharge to groundwater resources. Any potential impacts on groundwater resources would be identified during project-specific environmental review. Each project is subject to local jurisdiction regulations regarding groundwater resources and would be compliant with such regulations. For more detail please see *Appendix A - Supplemental Sheet for Nonproject Actions*.

2) Describe waste material that will be discharged into the ground from septic tanks or other sources, if any (for example: Domestic sewage; industrial, containing the following chemicals...; agricultural; etc.). Describe the general size of the system, the number of such systems, the number of houses to be served (if applicable), or the number of animals or humans the system(s) are expected to serve.

Discharges of waste material associated with proposed individual projects included in the CFP would be addressed during project-specific environmental review.

c. Water Runoff (including storm water):

1) Describe the source of runoff (including storm water) and method of collection and disposal, if any (include quantities, if known). Where will this water flow? Will this water flow into other waters? If so, describe.

Individual projects included in the CFP may have various effects on stormwater runoff quantities and rates. These effects would be identified during project-specific environmental review. All proposed projects would be subject to local stormwater regulations and would be compliant as such.

2) Could waste materials enter ground or surface waters? If so, generally describe.

The impacts of specific projects included in the CFP on potential ground or surface water discharges would be addressed during project-specific environmental review. Each project would be subject to all applicable regulations regarding discharges to ground or surface water. For greater detail please see *Appendix A - Supplemental Sheet for Nonproject Actions*.

3) Does the proposal alter or otherwise affect drainage patterns in the vicinity of the site? If so, describe.

Any proposed school project would be required to submit a drainage analysis including potential impacts to drainage patterns and means of avoiding those impacts.

d. Proposed measures to reduce or control surface, ground, and runoff water, and drainage pattern impacts, if any:

Proposed measures to reduce or control surface runoff attributable to the individual projects included in the CFP would be addressed during project-specific environmental review. All jurisdictional regulation requirements would be satisfied.

4. PLANTS

a. Check the types of vegetation found on the site:

- deciduous tree: alder, maple, aspen, other: _____
- evergreen tree: fir, cedar, pine, other: _____
- shrubs
- grass
 - ___ pasture
 - ___ crop or grain
 - ___ Orchards, vineyards or other permanent crops
- wet soil plants: cattail, buttercup, bulrush, skunk cabbage, other: _____
- ___ water plants: water lily, eelgrass, milfoil, other: _____
- other types of vegetation: domestic vegetation

A variety of plant communities exist within the Lake Stevens School District boundaries. Vegetation types located at specific project sites included in the CFP would be identified during project-specific environmental review. Any potential wet soil plants would be identified at the project specific environmental review.

b. What kind and amount of vegetation will be removed or altered?

Some of the projects proposed in the CFP may require removal or alteration of vegetation. The specific alterations to vegetation on the sites of individual projects would be identified during project-specific environmental analysis.

c. List threatened and endangered species known to be on or near the site, if any:

The specific impacts to threatened or endangered species by any of the proposed projects in the CFP have been or would be identified during project-specific environmental analysis. The proposed projects would be compliant with all applicable regulations regarding threatened and endangered species.

d. Proposed landscaping, use of native plants, or other measures to preserve or enhance vegetation on the site, if any:

Proposed landscaping and other measures to preserve or enhance vegetation on the sites included in the CFP would be identified during project-specific environmental review. All projects would be subject to local jurisdiction project review, and the landscaping requirements implied therein.

e. List all noxious weeds and invasive species known to be on or near the site.

The specific presence of noxious weeds and invasive species would be determined at the time of specific project permitting. Project proposals would include the means of eliminating those with a potential hazard or impact to a school project.

5. ANIMALS

a. List any birds and other animals which have been observed on or near the site or are known to be on or near the site. Examples include:

birds: hawk, heron, eagle, songbirds, other:
mammals: deer, bear, elk, beaver, other:
fish: bass, salmon, trout, herring, shellfish, other:

A wide variety of wildlife exists in the Lake Stevens School District. Inventories of existing species observed on the proposed sites included in the CFP would be conducted during project-level environmental review.

b. List any threatened and endangered species known to be on or near the site.

The specific impacts to threatened or endangered species by any of the proposed projects in the CFP would be identified during project-level environmental review. The proposed projects would be compliant with all regulations regarding threatened and endangered species.

c. Is the site part of a migration route? If so, explain.

Impacts on migration routes by the proposed projects included in the CFP have been or would be identified during project-level environmental review.

d. Proposed measures to preserve or enhance wildlife, if any:

Measures to preserve or enhance wildlife would be identified and determined during project-level environmental analysis.

e. List any invasive animal species known to be on or near the site.

The specific presence of invasive species would be determined at the time of specific project permitting. Project proposals would include the means of eliminating those with a potential hazard or impact to a school project.

6. ENERGY AND NATURAL RESOURCES

a. What kinds of energy (electric, natural gas, oil, wood stove, solar) will be used to meet the completed project's energy needs? Describe whether it will be used for heating, manufacturing, etc.

The State Board of Education requires a life cycle cost analysis be conducted for all heating, lighting, and insulation systems, prior to permitting of specific school projects. The identification of project energy needs has been or would be done during project-specific environmental review.

b. Would your project affect the potential use of solar energy by adjacent properties? If so, generally describe.

The impacts of proposed projects included in the CFP, on the use of solar energy by adjacent properties, have been or would be identified during project-specific environmental review.

c. What kinds of energy conservation features are included in the plans of this proposal? List other proposed measures to reduce or control energy impacts, if any:

Projects included in the CFP have been or would be required to complete a life cycle cost analysis. Other conservation measures have been or would be identified during project-specific environmental review.

7. ENVIRONMENTAL HEALTH

a. Are there any environmental health hazards, including exposure to toxic chemicals, risk of fire and explosion, spill, or hazardous waste, that could occur as a result of this proposal? If so describe.

For a detailed discussion, see *Appendix A - Supplemental Sheet for Nonproject Actions*.

1) Describe any known or possible contamination at the site from present or past uses.

The specific presence of contaminants would be determined at the time of specific project permitting, including a Phase 1 Environmental Review and, if warranted, a Phase 2 analysis. Project proposals would include the means of eliminating materials with a potential hazard or impact to a school project.

- 2) **Describe existing hazardous chemicals/conditions that might affect project development and design. This includes underground hazardous liquid and gas transmission pipelines located within the project area and in the vicinity.**

Specific types of hazardous material would be identified for specific projects once their location is identified.

- 3) **Describe any toxic or hazardous chemicals that might be stored, used, or produced during the project's development or construction, or at any time during the operating life of the project.**

Hazardous materials would not typically be stored at a school facility; however, when such is necessary, building would be designed to afford maximum protection against spills or release.

- 4) **Describe special emergency services that might be required.**

Special emergency services have been or would be identified during project-specific environmental review. For greater detail, see *Appendix A - Supplemental Sheet for Nonproject Actions*.

- 5) **Proposed measures to reduce or control environmental health hazards, if any:**

Safety procedures and programs are part of the school's emergency programs for both existing and proposed school facilities. Projects included in the CFP would comply with all current codes, regulations, and rules. Individual projects have been or would be subject to environmental review, and the local project approval process.

b. Noise

- 1) **What types of noise exist in the area which may affect your project (for example: traffic, equipment, operation, other)?**

Various noise sources exist within the Lake Stevens School District boundaries. The specific noise sources that may affect individual projects included in the CFP have been or would be identified during project-specific environmental review.

- 2) **What types and levels of noise would be created by or associated with the project on a short-term or a long-term basis (for example: traffic,**

construction, operation, other)? Indicate what hours noise would come from the site.

Short-term noise impacts associated with construction would exist for future projects included in the CFP. Long-term noise impacts associated with individual projects included in the CFP have been or would be identified through project-specific environmental review. Adoption of the CFP will not, and it is not anticipated that any project described in the CFP will, cause any significant adverse unavoidable impact. See *Appendix A - Supplemental Sheet for Nonproject Actions*.

3) Proposed measures to reduce or control noise impacts, if any:

Mitigation measures to reduce or control project-generated noise impacts have been or would be analyzed during project-specific environmental review. All projects would be subject to all applicable regulations regarding noise and would be compliant as such.

8. LAND AND SHORELINE USE

a. What is the current use of the site and adjacent properties? Will the proposal affect current land uses on nearby or adjacent properties? If so, describe.

There are various land uses throughout the District's boundaries. Schools are a common feature in local neighborhoods. Specific land use designations that apply to individual sites included in the CFP would be identified during project-specific environmental review.

b. Has the project site been used as working farmlands or working forest lands? If so, describe. How much agricultural or forest land of long-term commercial significance will be converted to other uses as a result of the proposal, if any? If resource lands have not been designated, how many acres in farmland or forest land tax status will be converted to nonfarm or nonforest use?

Existing school sites have not recently been used for agriculture. A historical review would be conducted for proposed sites, in conjunction with project-specific environmental review.

1) Will the proposal affect or be affected by surrounding working farm or forest land normal business operations, such as oversize equipment access, the application of pesticides, tilling, and harvesting? If so, how:

Schools within this urban District will not typically be located near the activities described.

c. Describe any structures on the site.

A brief description of existing school facilities is included in Section 4 of the CFP. Proposed structures, located on the proposed sites, have been or would be described

in detail during the project-specific environmental review. See *Appendix B - 2014-2019 Capital Facilities Plan*.

d. Will any structures be demolished? If so, what?

The remodeling and renovation of school structures may involve demolition of existing structures; any potential demolition would be reviewed for hazardous material removal. Any demolition of structures has been or would be identified during project-specific environmental review.

e. What is the current zoning classification of the site?

Projects in the Lake Stevens School District are, and would be, located in various zoning classifications under applicable local zoning codes. Current zoning classifications, at the time of project application, would be identified at the time of project-specific environmental review.

f. What is the current comprehensive plan designation of the site?

Projects included in the CFP are located within various Comprehensive Plan designations. Comprehensive plan designations would be identified at the time of project-specific environmental review.

g. If applicable, what is the current shoreline master program designation of the site?

Shoreline master program designations of the proposed project sites included in the CFP have been or would be identified during project-specific environmental review.

h. Has any part of the site been classified as a critical area by the city or county? If so, specify.

Any environmentally sensitive areas located on District project sites have been or would be identified during the project-specific environmental review.

i. Approximately how many people would reside or work in the completed project?

Current employment in the District as of June, 2014 is as follows:

- Certificated 440
- Administrators 28
- Non Represented 44
- Classified 480

j. Approximately how many people would the completed project displace?

Any displacement of people caused by the projects proposed in the CFP has been or would be identified during project-specific environmental review.

k. Proposed measures to avoid or reduce displacement impacts, if any:

Projects included in the CFP would be subject to project-specific environmental review and local approval, when appropriate. Proposed mitigating measures would be identified at that time.

l. Proposed measures to ensure the proposal is compatible with existing and projected land uses and plans, if any:

The CFP is intended to identify facilities needed to accommodate student population growth anticipated by the land use elements of the County, Everett and Mill Creek's Comprehensive Plans. Under the GMA, these jurisdictions are required to reassess the land use element of their comprehensive plans, if probable funding falls short of meeting existing needs. Reassessment undertaken is to ensure that the land use element, capital facilities plan elements and financing plan are coordinated and consistent.

The compatibility of the specific projects included in the CFP with existing uses and plans has been or would be assessed as part of the comprehensive planning process, and during project-specific environmental review, when appropriate.

In accordance with GMA mandates and Chapter 30.66C SCC, this CFP contains the following elements:

- Future enrollment forecasts for each grade span (elementary, middle and high).
- An inventory of existing facilities owned by the District.
- A forecast of the future facility needs for capital facilities and school sites, distinguishing between existing and projected deficiencies.
- The proposed capacities of expanded or new capital facilities.
- A financing program (minimum 6-year planning horizon).
- A schedule of impact fees (proposed), and support data.

In developing this CFP, the plan performance criteria of Appendix F of the Snohomish County General Policy Plan were used as follows:

- Information was obtained from recognized sources, such as the U.S. Census or the Puget Sound Regional Council. In addition, District generated data derived through statistically reliable methodologies was used. The information is consistent with the State Office of Financial Management (OFM) population forecasts used in the General Policy Plan.
- The CFP complies with the provisions of RCW 36.70A (Growth Management Act) and RCW 82.02.
- The calculation methodology for impact fees meets the conditions and tests of RCW 82.02. The District proposes the use of impact fees for funding its capital projects and facilities. In future CFP updates, the District intends to update alternative funding sources in the event that impact fees are not available due to action by the State, County or the cities within their district boundaries.

- The district has available three major sources of project financing: bonds, state match funds and school impact fees. Bonds are typically used to fund construction of new schools and require a 60% voter approval. They are then retired through property taxes. State match funds come from the common school construction fund. Bonds are sold on behalf of the funds then retired from revenues acquired predominantly from the sale of renewable resources from State school loans set aside by Enabling Act of 1889. To qualify, schools must meet state-established criteria of need. School impact fees are usually collected by the permitting agency at the time building permits are issued.

Housing projects in the Cities of Marysville and Lake Stevens and unincorporated Snohomish County are required to mitigate impacts to the District by voluntary mitigation agreements based on the anticipated impacts of each specific project.

m. Proposed measures to ensure the proposal is compatible with nearby agricultural and forest lands of long-term commercial significance, if any:

Schools within this urban District will not typically be located near the rural agriculture or forestry activities. Should this occur, the design process and the entitlement process will disclose any potential incompatibilities which can be addressed on a case by case basis.

9. HOUSING

a. Approximately how many units would be provided, if any? Indicate whether high, middle, or low-income housing.

No housing units would be provided in connection with the completion of the projects included in the CFP.

b. Approximately how many units, if any, would be eliminated? Indicate whether high, middle, or low-income housing.

The impacts of the projects proposed in the CFP on existing housing units have been or would be identified at the time of project-specific environmental analysis.

c. Proposed measures to reduce or control housing impacts, if any:

Measures to reduce or control any housing impacts caused by the projects included in the CFP have been or would be addressed during project-specific environmental review.

10. AESTHETICS

a. What is the tallest height of any proposed structure(s), not including antennas; what is the principal exterior building material(s) proposed?

The design elements of the projects included in the CFP have been or would be addressed during project-specific environmental review.

b. What views in the immediate vicinity would be altered or obstructed?

The aesthetic impacts of the projects included in the CFP have been or would be identified during project-specific environmental review.

c. Proposed measures to reduce or control aesthetic impacts, if any:

Appropriate measures to reduce or control the aesthetic impacts of the projects included in the CFP have been or would be identified on a project-specific basis. Jurisdictional design requirements would be satisfied during project review.

11. LIGHT AND GLARE

a. What type of light or glare will the proposal produce? What time of day would it mainly occur?

The light or glare impacts of the projects included in the CFP have been or would be identified during project-specific environmental review.

b. Could light or glare from the finished project be a safety hazard or interfere with views?

The light or glare impacts of the projects included in the CFP have been or would be identified during project-specific environmental review when appropriate.

c. What existing off-site sources of light or glare may affect your proposal?

Off-site sources (such as land use generators and traffic) of light or glare that may affect projects included in the CFP have been or would be identified during project-specific environmental review, when appropriate.

d. Proposed measures to reduce or control light and glare impacts, if any:

Proposed measures to reduce or control light and glare impacts have been or would be identified during project-specific environmental review.

12. RECREATION

a. What designated and informal recreational opportunities are in the immediate vicinity?

There are numerous formal and informal recreational facilities within the Lake Stevens School District. These include facilities both on and in the vicinity of District facilities.

- b. Would the proposed project displace any existing recreational uses? If so, describe.**

The recreational impacts of the projects included in the CFP have been or would be addressed during project-specific environmental review. The proposed projects included in the CFP, once completed, may enhance recreational opportunities and uses that exist on school sites.

- c. Proposed measures to reduce or control impacts on recreation, including recreation opportunities to be provided by the project or applicant, if any:**

Recreational impacts of the projects included in the CFP have been or would be subject to mitigation during project-specific environmental review. School sites provide opportunities for public use throughout the District's boundaries.

13. HISTORIC AND CULTURAL PRESERVATION

- a. Are there any buildings, structures, or sites, located on or near the site that are over 45 years old listed in or eligible for listing in national, state, or local preservation registers located on or near the site? If so, specifically describe.**

There are no known places or objects listed on or proposed for such registers on any sites currently being considered for projects included in the CFP. The existence of historic and cultural resources on or next to the proposed sites included in the CFP would be identified in more detail during project-specific environmental review.

- b. Are there any landmarks, features, or other evidence of Indian or historic use or occupation? This may include human burials or old cemeteries. Are there any material evidence, artifacts, or areas of cultural importance on or near the site? Please list any professional studies conducted at the site to identify such resources.**

An inventory of historical sites at or near the sites of the projects included in the CFP would be developed during project-specific environmental review, including review of date from the Washington Office of Archaeology and Historic Preservation (OAHP)

- c. Describe the methods used to assess the potential impacts to cultural and historic resources on or near the project site. Examples include consultation with tribes and the department of archeology and historic preservation, archaeological surveys, historic maps, GIS data, etc.**

If any landmarks or evidence of historic, archaeological, scientific, or cultural importance were to be discovered during project-specific review, the State Historic Preservation Officer would be contacted.

- d. **Proposed measures to avoid, minimize, or compensate for loss, changes to, and disturbance to resources. Please include plans for the above and any permits that may be required.**

If suspected sites are found, then archaeological monitoring would be a likely requirement of permit approval.

14. TRANSPORTATION

- a. **Identify public streets and highways serving the site or affected geographic area and describe proposed access to the existing street system. Show on-site plans, if any.**

The impact on public streets and highways of the individual projects included in the CFP has been or would be identified during project-specific environmental review.

- b. **Is the site or affected geographic area currently served by public transit? If so, generally describe. If not, what is the approximate distance to the nearest transit stop?**

The relationship between the specific projects included in the CFP and public transit has been or would be identified during project-specific environmental review. The District does provide school bus service to their facilities, and the need for service has or would be evaluated during project-specific review. Transit facilities are located throughout the District's boundaries.

- c. **How many additional parking spaces would the completed project or non-project proposal have? How many would the project or proposal eliminate?**

An inventory of parking spaces located at the sites of the projects included in the CFP, and the impacts of specific projects on parking availability, has been or would be conducted during project-specific environmental review.

- d. **Will the proposal require any new or improvements to existing roads, streets, pedestrian, bicycle or state transportation facilities, not including driveways? If so, generally describe (indicate whether public or private).**

The need for new streets or roads, or improvements to existing streets or roads has been or would be addressed during project-specific environmental review.

- e. **Will the project or proposal use (or occur in the immediate vicinity of) water, rail, or air transportation? If so, generally describe.**

Use of water, rail or air transportation has been or would be addressed during project-specific environmental review, when appropriate.

- f. **How many vehicular trips per day would be generated by the completed project or proposal? If known, indicate when peak volumes would occur and what percentage of the volume would be trucks (such as commercial and**

nonpassenger vehicles). What data or transportation models were used to make these estimates?

The traffic impacts of the projects included in the CFP have been or would be addressed during project-specific environmental review.

- g. Will the proposal interfere with, affect or be affected by the movement of agricultural and forest products on roads or streets in the area? If so, generally describe.**

Schools within this urban District will not typically be located near rural agriculture or forestry activities. Specific impacts of the projects included in the CFP would be addressed during project-specific environmental review.

- h. Proposed measures to reduce or control transportation impacts, if any:**

The mitigation of traffic impacts associated with the projects included in the CFP has been or would be addressed during project-specific environmental review. Identified mitigation would be consistent with the local permitting jurisdiction requirements for transportation mitigation and concurrency.

15. PUBLIC SERVICES

- a. Would the project result in an increased need for public services (for example: fire protection, police protection, public transit, health care, schools, other)? If so, generally describe:**

The District does not anticipate that the projects identified in the CFP would substantially increase the need for public services. Actual needs would be evaluated at project-specific environmental review.

The CFP is intended to provide the District, Snohomish County, the Cities of Lake Stevens and Marysville, and other jurisdictions a description of facilities needed to accommodate projected student enrollment at acceptable levels of service through the year 2010. It also provides a more detailed schedule and financing program for capital improvements over the six-year period 2014-2019. The capital facilities financing plan is outlined in the CFP (Table 6-3). Funding sources include General Obligation Bonds, State Match Funds, and School Impact Fees. See *Appendix B - 2014-2019 Capital Facilities Plan*.

- b. Proposed measures to reduce or control direct impacts on public services, if any.**

New school facilities would be built with automatic security systems, fire alarms, smoke alarms, heat sensors, and sprinkler systems. Other measures to reduce or control impacts to public services would be identified at the project-specific level of environmental review.

16. UTILITIES

- a. Circle utilities currently available at the site: electricity, natural gas, water, refuse service, telephone, sanitary sewer, septic system, other: _____

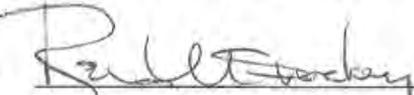
Electricity, natural gas, water, refuse service, and telephone are available at the sites of the projects proposed in the CFP. Sanitary sewer utilities are either available at the sites, or the District would apply for approval of alternative sewage disposal systems/procedures. The types of utilities available at specific project sites have been or would be addressed in more detail during project-specific environmental review.

- b. Describe the utilities that are proposed for the project, the utility providing the service, and the general construction activities on the site or in the immediate vicinity which might be needed.

Utility revisions and construction have been or would be identified during project-specific environmental review when appropriate.

C. SIGNATURE

The above answers are true and complete to the best of my knowledge. I understand that the lead agency is relying on them to make its decision.

Signature:  _____
Applicant Representative

Name of signee: Reid H. Shockey, AICP

Position and Agency/Organization: President - Shockey Planning Group

Date submitted: July 25, _____, 2014

Appendix A

Supplemental Sheet for Nonproject Actions

D. SUPPLEMENT SHEET FOR NONPROJECT ACTIONS (IT IS NOT NECESSARY to use this sheet for project actions)

Because these questions are very general, it may be helpful to read them in conjunction with the list of the elements of the environment.

When answering these questions, be aware of the extent the proposal, or the types of activities likely to result from the proposal, would affect the item at a greater intensity or at a faster rate than if the proposal were not implemented. Respond briefly and in general terms.

1. How would the proposal be likely to increase discharge to water; emissions to air, production, storage, or release of toxic or hazardous substances; or production of noise?

The Capital Facilities Plan (CFP) identifies school facilities to be constructed, renovated, and remodeled. There would be some environmental impacts associated with these activities. Additional impervious surfaces, such as roofs, parking lots, sidewalks, access roads, and playgrounds could increase stormwater runoff, which could enter surface or ground waters. Heating systems, emergency generators, and other school construction equipment could result in air emissions. The projects included in the CFP most likely would not require the production, storage, or release of toxic or hazardous substances, with the possible exception of the storage of diesel fuel or gasoline for emergency generation equipment. The District does not anticipate a significant increase in the production of noise from its facilities, with the possible exception of noise production due to short-term construction activities or the presence of additional students on a site. Construction impacts related to noise and air would be short term and are not anticipated to be significant.

Proposed measures to avoid or reduce such increases are:

Proposed measures to mitigate any such increases described above have been or would be addressed during project-specific environmental review. Stormwater detention and runoff would meet all applicable County, State and/or local requirements, and may be subject to National Pollutant Discharge Elimination System (“NPDES”) permitting requirements. Discharges to air would meet applicable air pollution control requirements. Any fuel storage would be done in accordance with all applicable regulations.

2. How would the proposal be likely to affect plants, animals, fish, or marine life?

The projects included in the CFP may require clearing plants off of the building sites and a loss of animal habitat. Because some sites for the remodeling and renovation projects included in the CFP are already developed, lost habitat resulting from these projects should be minimal. These impacts have been or would be addressed in more detail during project-specific environmental review. This would include researching the State register for any threatened or endangered species that may exist on a school site or in the vicinity.

Proposed measures to protect or conserve plants, animals, fish, or marine life are:

Specific measures to protect and conserve plants, animals, fish, and birds have been or would be identified during project-specific environmental review. The District would work directly with the permitting agency to minimize impacts and potentially provide mitigation measures for plants and animals. All applicable regulations would be satisfied. The District has incorporated many ecological programs into their curriculum.

3. How would the proposal be likely to deplete energy or natural resources?

The construction of the projects included in the CFP would require the consumption of energy. The consumption would be related to short-term construction impacts as well as projects at completion.

Proposed measures to protect or conserve energy and natural resources are:

The projects included in the CFP would be constructed in accordance with applicable energy efficiency standards. This would also include the completion of the life-cycle cost analysis, as required by the State Board of Education.

4. How would the proposal be likely to use or affect environmentally sensitive areas or areas designated (or eligible or under study) for governmental protection; such as parks, wilderness, wild and scenic rivers, threatened or endangered species habitat, historic or cultural sites, wetlands, floodplains, or prime farmlands?

The CFP and proposed individual projects would analyze these potential impacts on a project-specific level

Proposed measures to protect such resources or to avoid or reduce impacts are:

Appropriate measures to protect environmentally sensitive areas have been or would be implemented through the process of project-specific environmental review. Updates of this CFP would be coordinated with permitting agencies as part of the GMA process. One of the purposes of the GMA is to protect environmentally sensitive areas. The District's facilities planning process is part of the overall growth management planning process. Environmentally sensitive resources are more likely to be protected, with the extent of the District's CFP process. Future projects would comply with permitting regulations regarding environmentally sensitive areas.

5. How would the proposal be likely to affect land and shoreline use, including whether it would allow or encourage land or shoreline uses incompatible with existing plans?

The CFP would not have any impact on land or shoreline uses that are incompatible with existing comprehensive plans, land use codes, or shoreline management plans. The District does not anticipate that the CFP, or the projects contained therein, would directly affect land and shoreline uses in the area served by the District.

Proposed measures to avoid or reduce shoreline and land use impacts are:

No measures to avoid or reduce land use impacts resulting from the CFP, or the projects included, are proposed at this time. To the extent the District's facilities planning process is part of the overall growth management planning process, land use impacts or conflicts should be minimized.

6. How would the proposal be likely to increase demands on transportation or public services and utilities?

The proposal should not create substantial new demands for transportation. The projects included in the CFP may create an increase in traffic near District facilities. The construction of the facilities included in the CFP may result in minor increases in the demand for public services and utilities, such as fire and police protection, and water, sewer and electric utilities. None of these impacts is likely to be significant. The impacts on transportation, public services and utilities of the projects included in the CFP would be addressed during project-level environmental review.

Proposed measures to reduce or respond to such demand(s) are:

Any proposed measures to reduce demands on transportation, public services or utilities have been or would be done at the project-specific level. Requirements of the permitting jurisdiction would be complied with, as well as a review of concurrency requirements.

7. Identify, if possible, whether the proposal may conflict with local, state, or federal laws or requirements for the protection of the environment.

The CFP would not conflict with any laws or requirements for the protection of the environment. The Washington Growth Management Act (the GMA) outlines 13 broad goals, including adequate provision of necessary public facilities and services. Schools are among these necessary facilities and services. The public school districts serving Snohomish County residents have developed capital facilities plans to satisfy the requirements of RCW 36.70A.070, and to identify additional school facilities necessary to meet the educational needs of the growing student populations anticipated in their districts.

Appendix B

2014-2019

Capital Facilities Plan

INCORPORATED BY REFERENCE.

COPIES AVAILABLE FOR REVIEW BY CONTACTING LAKE STEVENS SCHOOL DISTRICT

Appendix F

Snohomish County General Policy Plan

APPENDIX F

REVIEW CRITERIA FOR SCHOOL DISTRICT CAPITAL FACILITY PLANS

Required Plan Contents

1. Future Enrollment Forecasts by Grade Span, including:
 - a 6-year forecast (or more) to support the financing program;
 - a description of the forecasting methodology and justification for its consistency with OFM population forecasts used in the county's comprehensive plan.
2. Inventory of Existing Facilities, including:
 - the location and capacity of existing schools;
 - a description of educational standards and a clearly defined minimum level of service such as classroom size, school size, use of portables, etc.;
 - the location and description of all district-owned or leased sites (if any) and properties;
 - a description of support facilities, such as administrative centers, transportation and maintenance yards and facilities, etc.; and
 - information on portables, including numbers, locations, remaining useful life (as appropriate to educational standards), etc.
3. Forecast of Future Facility Needs, including:
 - identification of new schools and/or school additions needed to address existing deficiencies and to meet demands of projected growth over the next 6 years; and
 - the number of additional portable classrooms needed.
4. Forecast of Future Site Needs, including:
 - the number, size, and general location of needed new school sites.
5. Financing Program (6-year minimum Planning Horizon)
 - estimated cost of specific construction and site acquisition and development projects proposed to address growth-related needs;
 - projected schedule for completion of these projects; and
 - proposed sources of funding, including impact fees (if proposed), local bond issues (both approved and proposed), and state matching funds.
6. Impact Fee Support Data (where applicable), including:
 - an explanation of the calculation methodology, including description of key variables and their computation;
 - definitions and sources of data for all inputs into the fee calculation, indicating that it:
 - a) is accurate and reliable and that any sample data is statistically valid;
 - b) accurately reflects projected costs in the 6-year financing program; and
 - a proposed fee schedule that reflects expected student generation rates from, at minimum, the following residential unit types: single-family, multi-family/studio or 1-bedroom, and multi-family/2-bedroom or more.

Plan-Performance Criteria

1. School facility plans must meet the basic requirements set down in RCW 36.70A (the Growth Management Act). Districts proposing to use impact fees as a part of their financing program must also meet the requirements of RCW 82.02.
2. Where proposed, impact fees must utilize a calculation methodology that meets the conditions and tests of RCW 82.02.
3. Enrollment forecasts should utilize established methods and should produce results which are not inconsistent with the OFM population forecasts used in the county comprehensive plan. Each plan should also demonstrate that it is consistent with the 20-year forecast in the land use element of the county's comprehensive plan.
4. The financing plan should separate projects and portions of projects which add capacity from those which do not, since the latter are generally not appropriate for impact fee funding. The financing plan and/or the impact fee calculation formula must also differentiate between projects or portions of projects which address existing deficiencies (ineligible for impact fees) and those which address future growth-related needs.
5. Plans should use best-available information from recognized sources, such as the U.S. Census or the Puget Sound Regional Council. District-generated data may be used if it is derived through statistically reliable methodologies.
6. Districts which propose the use of impact fees should identify in future plan updates alternative funding sources in the event that impact fees are not available due to action by the state, county or the cities within their district boundaries.
7. Repealed effective January 2, 2000.

Plan Review Procedures

1. District capital facility plan updates should be submitted to the County Planning and Development Services Department for review prior to formal adoption by the school district.
2. Each school district planning to expand its school capacity must submit to the county an updated capital facilities plan at least every 2 years. Proposed increases in impact fees must be submitted as part of an update to the capital facilities plan, and will be considered no more frequently than once a year.
3. Each school district will be responsible for conducting any required SEPA reviews on its capital facilities plan prior to its adoption, in accordance with state statutes and regulations.

4. School district capital facility plans and plan updates must be submitted no later than 60 calendar days prior to their desired effective date. (For example, if a district requires its updated plan to take effect on January 1, 2007 in order to meet the minimum updating requirement of item 2. above, it must formally submit that plan no later than October 30, 2006.)
5. District plans and plan updates must include a resolution or motion from the district school board adopting the plan before it will become effective.



January 7, 2015

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

Subject: Planning Commission Recommendation

Dear Council Members:

The Lake Stevens Planning Commission held a public hearing on Wednesday, January 7, 2015 to consider the proposed adoption of the Lake Stevens School District Capital Facilities Plan (CFP) by reference as a part of the Capital Facilities Element of the Lake Stevens Comprehensive Plan (LUA2015-0002).

Commissioners Present: Barnet, Davis, Hault, Huxford, Matlack, Petershagen

Commissioners Absent: Avdic

PLANNING COMMISSION PUBLIC HEARING (January 7, 2015)

Planning and Community Development staff presented the proposed adoption of the Lake Stevens School District 2014-2019 Capital Facilities as part of the Capital Facilities Element of the City Comprehensive Plan and responded to questions. Staff discussed the background of the School District CFP and the reasons for the adoption of the Plan including establishing a new School Impact Mitigation Fee Schedule.

Robb Stanton with the Lake Stevens School District responded to questions from the Commissioners.

FINDINGS AND CONCLUSIONS

The Planning Commission hereby adopts staff's findings and conclusions, as outlined in the staff report, dated January 7, 2015, and concludes that the proposed amendments:

- (1) Are consistent with the adopted Lake Stevens Comprehensive Plan;
- (2) Meet the criteria for amending the Comprehensive Plan; and
- (3) Comply with the Growth Management Act.

PLANNING COMMISSION RECOMMENDATION

Commissioner Hoult made a motion to forward a recommendation to the City Council to approve adoption of the Lake Stevens School District Capital Facilities Plan by reference as an amendment to the Capital Facilities Element of the Lake Stevens Comprehensive Plan (LUA2015-0002). Commissioner Barnet seconded the motion. Motion passed 6-0-0-1.

Respectfully submitted,

Lake Stevens Planning Commission


_____, Chair
Tom Matlack


_____, Vice Chair
Jennifer Davis



LAKE STEVENS CITY COUNCIL
STAFF REPORT

Council **Agenda** 9 February 2015
Date: _____

Subject: North Davies Sidewalk Connection - TIB

Contact	Adam Emerson, E.I.T.	Budget	\$23,760.00
Person/Department:	<u>Public Works Department</u>	Impact:	_____

RECOMMENDATION(S)/ACTION REQUESTED OF COUNCIL: Authorize the Mayor to execute a Professional Service Agreement with KPFF Engineering Services to provide survey services for the North Davies Sidewalk Connection project in an amount not to exceed \$23,760.00.

SUMMARY/BACKGROUND: The City was awarded a TIB grant for 75% match funding for the design and construction of sidewalk connections along North Davies Road. Sidewalk connections will be installed on both the north and south sides of North Davies Road between Vernon Road and the Safeway gas station. The sidewalk will provide a much needed pedestrian connection that will improve pedestrian access to Lake Stevens Center and aid the City in realizing its vision of having a continuous pedestrian facility around the lake. These connections are an integral part of the City's adopted Sidewalk Plan.

As the first step in the design process, KPFF will conduct a topographic land survey, identify right-of-way and property lines as well as install PK nails along the center of right-of-way. Key to this design will be coordination with overhead and underground utilities that will be located through this survey.

The deliverable products from this agreement will be hard and electronic copies of the topographic land survey conducted between Vernon Road and the Safeway gas station. This will allow City staff to begin the final design of the sidewalk connection. Work outlined in this contract is expected to take 60 calendar days to complete from date of issuance of the Notice to Proceed.

APPLICABLE CITY POLICIES:

BUDGET IMPACT: \$23,760.00 to be distributed 75% (\$17,820) TIB and 25% (\$5,940) City.

ATTACHMENTS:

- ▶ Attachment A: Professional Service Agreement with Scope & Fee

ATTACHMENT A

**PROFESSIONAL SERVICES AGREEMENT
BETWEEN CITY OF LAKE STEVENS AND
KPFF Consulting Engineers
FOR CONSULTANT SERVICES**

THIS AGREEMENT (“Agreement”) is made and entered into by and between the City of Lake Stevens, a Washington State municipal corporation (“City”) and KPFF Consulting Engineers, a Washington C-Corporation (“Consultant”), licensed to do business in the State of Washington.

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

1. PURPOSE

The purpose of this Agreement is to provide the City with consultant services regarding surveying for the design of North Davies Sidewalk Connection project as described in Article II. The general terms and conditions of the relationship between the City and the Consultant are specified in this Agreement.

2. SCOPE OF SERVICES

The Scope of Services is attached hereto as **Exhibit “A”** and incorporated herein by this reference (“Scope of Services”). All services and materials necessary to accomplish the tasks outlined in the Scope of Services shall be provided by the Consultant unless noted otherwise in the Scope of Services or this Agreement. All such services shall be provided in accordance with the standards of the Consultant’s profession.

3. OBLIGATIONS OF THE CONSULTANT

3.1 **MINOR CHANGES IN SCOPE.** The Consultant shall accept minor changes, amendments, or revision in the detail of the Scope of Services as may be required by the City when such changes will not have any impact on the service costs or proposed delivery schedule. Extra work, if any, involving substantial changes and/or changes in cost or schedules will be addressed as follows:

Extra Work. The City may desire to have the Consultant perform work or render services in connection with each project in addition to or other than work provided for by the expressed intent of the Scope of Services in the scope of services. Such work will be considered as extra work and will be specified in a written supplement to the scope of services, to be signed by both parties, which will set forth the nature and the scope thereof. All proposals for extra work or services shall be prepared by the Consultant at no cost to the City. Work under a supplemental agreement shall not proceed until executed in writing by the parties.

3.2 **WORK PRODUCT AND DOCUMENTS.** The work product and all documents produced under this Agreement shall be furnished by the Consultant to the City, and upon completion of the work shall become the property of the City, except that the Consultant may retain one copy of the work product and documents for its records. The Consultant will be responsible for the accuracy of the work, even though the work has been accepted by the City.

In the event that the Consultant shall default on this Agreement or in the event that this Agreement shall be terminated prior to its completion as herein provided, all work product of the Consultant, along with a summary of work as of the date of default or termination, shall become the property of the City. Upon request, the Consultant shall tender the work product and summary to the City. Tender of said work product shall be a prerequisite to final payment under this Agreement. The summary of work done shall be prepared at no additional cost to the City.

Consultant will not be held liable for reuse of documents produced under this Agreement or modifications thereof for any purpose other than those authorized under this Agreement without the written authorization of Consultant.

3.3 **TERM.** The term of this Agreement shall commence on issuance of the Notice to Proceed and shall terminate at midnight, 60 calendar days following the issuance of the Notice to Proceed. The parties may extend the term of this Agreement by written mutual consent.

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

3.5 **EMPLOYMENT.**

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

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

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

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

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

In the event the Consultant indicates “no”, but an employee in fact was a retiree of a Washington State retirement system, and because of the misrepresentation the City is required to defend a claim by the Washington State retirement system, or to make contributions for or on account of the employee, or reimbursement to the Washington State retirement system for benefits paid, Consultant hereby agrees to save, indemnify, defend and hold City harmless from and against all expenses and costs, including reasonable attorney’s fees incurred in defending the claim of the Washington State retirement system and from all contributions paid or required to be paid, and for all reimbursement required to the Washington State retirement system. In the event Consultant affirms that an employee providing work has ever retired from a Washington State retirement system, said employee shall be identified by Consultant, and such retirees shall provide City with all information required by City to report the employment with Consultant to the Department of Retirement Services of the State of Washington.

3.6 INDEMNITY.

a. **Indemnification / Hold Harmless.** Consultant shall defend, indemnify and hold the City, its officers, officials, employees and volunteers harmless from any and all claims, injuries, damages, losses or suits including attorney fees, arising out of or resulting from the acts, errors or omissions of the Consultant in performance of this Agreement, except for injuries and damages caused by the sole negligence of the City.

b. Should a court of competent jurisdiction determine that this Agreement is subject to RCW 4.24.115, then, in the event of liability for damages arising out of bodily injury to persons or damages to property caused by or resulting from the concurrent negligence of the Consultant and the City, its officers, officials, employees, and volunteers, the Consultant's liability, including the duty and cost to defend, hereunder shall be only to the extent of the Consultant's negligence.

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

d. For the purposes of the indemnity contained in subpart “A” of this paragraph 3.6, Consultant hereby knowingly, intentionally, and voluntarily waives the immunity of the Industrial Insurance Act, Title 51 RCW, solely for the purposes of this indemnification. This waiver has been mutually negotiated by the parties.

_____ (initials) _____ (initials)

3.7 INSURANCE.

a. **Minimum Limits of Insurance.** The Consultant shall procure, and maintain for the duration of the Agreement, insurance against claims for injuries to persons or

damage to property which may arise from or in connection with the performance of the work and services hereunder by the Consultant, its agents, representatives, employees or subcontractors. The Consultant shall, before commencing work under this agreement, file with the City certificates of insurance coverage and the policy endorsement to be kept in force continuously during this Agreement, in a form acceptable to the City. Said certificates and policy endorsement shall name the City, its officers, elected officials, agents and/or employees as an additional named insured with respect to all coverages except professional liability insurance and workers' compensation.

b. Minimum Scope of Insurance – Consultant shall obtain insurance of the types described below:

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

(2). Commercial General Liability insurance shall be written on ISO occurrence form CG 00 01 and shall cover liability arising from premises, operations, independent contractors and personal injury and advertising injury. The City shall be named as an insured under the Consultant's Commercial General Liability insurance policy with respect to the work performed for the City.

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

(4). Professional Liability insurance appropriate to the Consultant's profession.

c. The minimum insurance limits shall be as follows:

(1) Comprehensive General Liability. \$1,000,000 combined single limit per occurrence for bodily injury personal injury and property damage; \$2,000,000 general aggregate.

(2) Automobile Liability. \$1,000,000 combined single limit per accident for bodily injury and property damage.

(3) Workers' Compensation. Workers' compensation limits as required by the Workers' Compensation Act of Washington.

(4) Professional Liability/Consultant's Errors and Omissions Liability. \$1,000,000 per claim and \$1,000,000 as an annual aggregate.

d. Notice of Cancellation. In the event that the Consultant receives notice (written, electronic or otherwise) that any of the above required insurance coverage is being cancelled and/or terminated, the Consultant shall immediately (within forty-eight (48) hours)

provide written notification of such cancellation/termination to the City.

e. **Acceptability of Insurers.** Insurance to be provided by Consultant shall be with a current A.M. Bests rating of no less than A:VII, or if not rated by Bests, with minimum surpluses the equivalent of Bests' VII rating.

f. **Verification of Coverage.** In signing this agreement, the Consultant is acknowledging and representing that required insurance is active and current. Consultant shall furnish the City with original certificates and a copy of the amendatory endorsements, including but not necessarily limited to the additional insured endorsement, evidencing the insurance requirements of the Consultant before commencement of the work. Further, throughout the term of this Agreement, the Consultant shall provide the City with proof of insurance upon request by the City.

g. **Insurance shall be Primary.** The Consultant's insurance coverage shall be primary insurance as respect the City. Any insurance, self-insurance, or insurance pool coverage maintained by the City shall be excess of the Consultant's insurance and shall not contribute with it.

h. **No Limitation.** Consultant's maintenance of insurance as required by this Agreement shall not be construed to limit the liability of the Consultant to the coverage provided by such insurance or otherwise limit the recourse to any remedy available at law or in equity.

i. **Claims-made Basis.** Unless approved by the City all insurance policies shall be written on an "Occurrence" policy as opposed to a "Claims-made" policy. The City may require an extended reporting endorsement on any approved "Claims-made" policy.

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

3.8 **DISCRIMINATION PROHIBITED AND COMPLIANCE WITH EQUAL OPPORTUNITY LEGISLATION.** The Consultant agrees to comply with equal opportunity employment and not to discriminate against client, employee, or applicant for employment or for services because of race, creed, color, religion, national origin, marital status, sex, sexual orientation, age or handicap except for a bona fide occupational qualification with regard, but not limited to, the following: employment upgrading; demotion or transfer; recruitment or any recruitment advertising; layoff or terminations; rates of pay or other forms of compensation; selection for training, rendition of services. The Consultant further agrees to maintain (as appropriate) notices, posted in conspicuous places, setting forth the provisions of this nondiscrimination clause. The Consultant understands and agrees that if it violates this nondiscrimination provision, this Agreement may be terminated by the City, and further that the

Consultant will be barred from performing any services for the City now or in the future, unless a showing is made satisfactory to the City that discriminatory practices have been terminated and that recurrence of such action is unlikely.

3.9 UNFAIR EMPLOYMENT PRACTICES. During the performance of this Agreement, the Consultant agrees to comply with RCW 49.60.180, prohibiting unfair employment practices.

3.10 LEGAL RELATIONS. The Consultant shall comply with all federal, state and local laws and ordinances applicable to work to be done under this Agreement. The Consultant represents that the firm and all employees assigned to work on any City project are in full compliance with the statutes of the State of Washington governing activities to be performed and that all personnel to be assigned to the work required under this Agreement are fully qualified-and properly licensed to perform the work to which they will be assigned. This Agreement shall be interpreted and construed in accordance with the laws of Washington. Venue for any litigation commenced relating to this Agreement shall be in Snohomish County Superior Court.

3.11 INDEPENDENT CONTRACTOR.

a. The Consultant and the City understand and expressly agree that the Consultant is an independent contractor in the performance of each and every part of this Agreement. The Consultant expressly represents, warrants and agrees that his status as an independent contractor in the performance of the work and services required under this Agreement is consistent with and meets the six-part independent contractor test set forth in RCW 51.08.195 or as hereafter amended. The Consultant, as an independent contractor, assumes the entire responsibility for carrying out and accomplishing the services required under this Agreement. The Consultant shall make no claim of City employment nor shall claim any related employment benefits, social security, and/or retirement benefits.

b. The Consultant shall be solely responsible for paying all taxes, deductions, and assessments, including but not limited to federal income tax, FICA, social security tax, assessments for unemployment and industrial injury, and other deductions from income which may be required by law or assessed against either party as a result of this Agreement. In the event the City is assessed a tax or assessment as a result of this Agreement, the Consultant shall pay the same before it becomes due.

c. The City may, during the term of this Agreement, engage other independent contractors to perform the same or similar work that the Consultant performs hereunder.

d. Prior to commencement of work, the Consultant shall obtain a business license from the City.

3.12 CONFLICTS OF INTEREST. The Consultant agrees to and shall notify the City of any potential conflicts of interest in Consultant's client base and shall obtain written permission from the City prior to providing services to third parties where a conflict or potential conflict of interest is apparent. If the City determines in its sole discretion that a conflict is irreconcilable, the City reserves the right to terminate this Agreement.

3.13 **CITY CONFIDENCES.** The Consultant agrees to and will keep in strict confidence, and will not disclose, communicate or advertise to third parties without specific prior written consent from the City in each instance, the confidences of the City or any information regarding the City or services provided to the City.

3.14 **SUBCONTRACTORS/SUBCONSULTANTS.**

a. The Consultant is responsible for all work performed by subcontractors/subconsultants pursuant to the terms of this Agreement.

b. The Consultant must verify that any subcontractors/subconsultants they directly hire meet the responsibility criteria for the project. Verification that a subcontractor/subconsultant has proper license and bonding, if required by statute, must be included in the verification process. The Consultant will use the following Subcontractors/Subconsultants or as set forth in Exhibit N/A:

c. The Consultant may not substitute or add subcontractors/subconsultants without the written approval of the City.

d. All Subcontractors/Subconsultants shall have the same insurance coverages and limits as set forth in this Agreement and the Consultant shall provide verification of said insurance coverage.

4. OBLIGATIONS OF THE CITY

4.1 **PAYMENTS.**

a. The Consultant shall be paid by the City for services rendered under this Agreement as described in the Scope of Services and as provided in this section. In no event shall the compensation paid to Consultant under this Agreement exceed \$23,760.00 without the written agreement of the Consultant and the City. Such payment shall be full compensation for work performed and services rendered and for all labor, materials, supplies, equipment and incidentals necessary to complete the work. In the event the City elects to expand the scope of services from that set forth in Exhibit A, the City shall pay Consultant a mutually agreed amount.

b. The Consultant shall submit a monthly invoice to the City for services performed in the previous calendar month in a format acceptable to the Cities. The Consultant shall maintain time and expense records and provide them to the Cities upon request.

4.2 **CITY APPROVAL.** Notwithstanding the Consultant's status as an independent

contractor, results of the work performed pursuant to this Agreement must meet the approval of the City, which shall not be unreasonably withheld if work has been completed in compliance with the Scope of Services and City requirements.

4.3 MAINTENANCE/INSPECTION OF RECORDS. The Consultant shall maintain all books, records, documents and other evidence pertaining to the costs and expenses allowable under this Agreement in accordance with generally accepted accounting practices. All such books and records required to be maintained by this Agreement shall be subject to inspection and audit by representatives of the City and/or the Washington State Auditor at all reasonable times, and the Consultant shall afford the proper facilities for such inspection and audit. Representatives of the City and/or the Washington State Auditor may copy such books, accounts and records where necessary to conduct or document an audit. The Consultant shall preserve and make available all such books of account and records for a period of three (3) years after final payment under this Agreement. In the event that any audit or inspection identifies any discrepancy in such financial records, the Consultant shall provide the City with appropriate clarification and/or financial adjustments within thirty (30) calendar days of notification of the discrepancy.

5. GENERAL

5.1 NOTICES. Notices by the City to Consultant and by the Consultant to the City shall be sent to the following address:

City of Lake Stevens
Attn: Adam Emerson
1812 Main Street
Post Office Box 257
Lake Stevens, WA 98258

KPFF Engineering Services
Attn: Thomas Swift
4200 6th Avenue SE, Suite 309
Lacey, Washington 98503

Receipt of any notice shall be deemed effective three (3) days after deposit of written notice in the U.S. mail with proper postage and address.

5.2 TERMINATION. The right is reserved by the City to terminate this Agreement in whole or in part at any time upon ten (10) calendar days' written notice to the Consultant.

If this Agreement is terminated in its entirety by the City for its convenience, the City shall pay the Consultant for satisfactory services performed through the date of termination in accordance with payment provisions of Section VI.1.

5.3 DISPUTES. The parties agree that, following reasonable attempts at negotiation and compromise, any unresolved dispute arising under this Agreement may be resolved by a mutually agreed-upon alternative dispute resolution of arbitration or mediation.

5.4 EXTENT OF AGREEMENT/MODIFICATION. This Agreement, together with attachments or addenda, represents the entire and integrated Agreement between the parties and supersedes all prior negotiations, representations, or agreements, either written or oral. This

Agreement may be amended, modified or added to only by written instrument properly signed by both parties.

5.5 SEVERABILITY

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

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

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

5.7 **FAIR MEANING.** The terms of this Agreement shall be given their fair meaning and shall not be construed in favor of or against either party hereto because of authorship. This Agreement shall be deemed to have been drafted by both of the parties.

5.8 **GOVERNING LAW.** This Agreement shall be governed by and construed in accordance with the laws of the State of Washington.

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

5.10 **COUNTERPARTS.** 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.

5.11 **AUTHORITY TO BIND PARTIES AND ENTER INTO AGREEMENT.** The undersigned represent that they have full authority to enter into this Agreement and to bind the parties for and on behalf of the legal entities set forth below.

DATED this _____ day of _____, 20_____.

CITY OF LAKE STEVENS

KPFF Consulting Engineers

By: _____
Vern Little, Mayor

By: _____

Printed Name and Title

Approved as to Form:

Grant K. Weed, City Attorney

EXHIBIT A

SCOPE OF SERVICES FOR N. DAVIES SIDEWALK PROFESSIONAL SURVEY SERVICES

OVERVIEW: THE CITY IS SEEKING SURVEY SERVICES THAT WILL BE USED TO PERFORM THE DESIGN OF CURB, GUTTER, SIDEWALK, PROPERTY ACCESS, AND DRAINAGE AND IDENTIFIES RIGHT OF WAY LIMITS FOR NORTH DAVIES ROAD BETWEEN VERNON ROAD TO APPROXIMATELY 700 LINEAR FEET TO THE EAST (EAST MINI ROUNDABOUT INTERSECTION). A PRELIMINARY LAYOUT IS INCLUDED IN EXHIBIT B.

SCOPE OF SERVICES

1. Conduct research of horizontal and vertical control information. Research and review existing surveys, legal descriptions, utility plans and drainage plans in the vicinity of the project limits.
2. Mark control line at the centerline, or designated offset of centerline (within paved road surface), of right-of-way in the field with PK type nails at 50 feet on center and paint with station designations.
3. Locate and identify underground and overhead utilities.
4. Perform a topographic survey 20 feet back of right-of-way line within the limits as depicted in Exhibit A. Exhibit A is a map entitled "N. Davies Road Sidewalk Project".
5. Prepare a topographic survey basemap depicting the following:
 - a. Centerline and edges of right-of-way, installed control PK nails as outlined in Condition 2 and property lines;
 - b. Aboveground and underground utilities within right of way;
 - c. Edge of asphalt, edge of existing sidewalks, flow line of curb, back of curb, medians and driveways;
 - d. Fences, trees, signs, mail boxes, utility poles; and
 - e. One-foot contours.
6. Prepare electronic drawing files (dwg), compatible with AutoCAD Civil 3D 2010, according to the following:
 - a. Washington State Plan Coordinates NAD 83/91;
 - b. NAVD 88 vertical datum;

- c. United States Customary units; and
- d. Position and view should be un-rotated from the coordinate system so that north points orthographically vertical on the screen.

DELIVERABLES

1. Letter of Transmittal on the Consultant's letterhead from the project manager stating that the topographic survey and electronic files have been reviewed and approved by a Licensed Professional Land Surveyor. Include PLS stamp and signature.
2. Topographic survey basemap in electronic file format as outlined in Condition 6 of the Scope of Services.
3. One full-size (24" x 36") plot of topographic survey basemap on the Consultant's title block stamped and signed by the project's Licensed Professional Land Surveyor.
4. One full-size (24" x 36") electronic plot (in .pdf form) of the topographic survey basemap on the Consultant's title block stamped and signed by the project's Licensed Professional Land Surveyor. This can be a high quality scan of the plot outlined in Condition 3 of the Deliverables.

ASSUMPTIONS

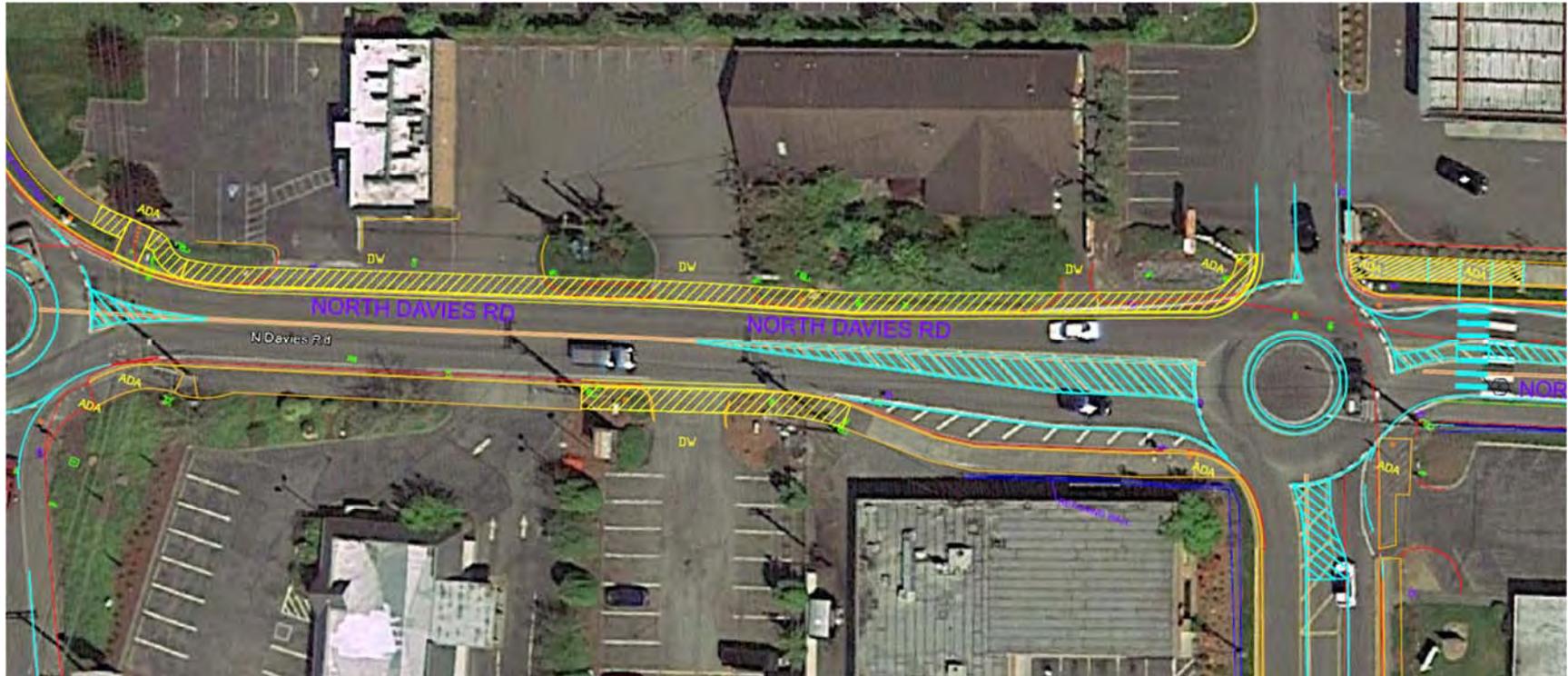
1. Right-of-way will be shown based on best available record information and ties to existing monumentation.
2. The City will obtain rights of entry with the private property owners within the topographic survey limits.
3. Utilities will be based on on-site locates and the best available record information and will be considered approximate only.
4. Topographic survey map will be drawn at a scale most convenient for sheet size.

Payment shall be made within 30 days of invoicing following acceptance by the City.

N. DAVIES ROAD SIDEWALK PROJECT



Preliminary Project Layout





LAKE STEVENS CITY COUNCIL
STAFF REPORT

Council **Agenda** 9 February 2015
Date: _____

Subject: Public Works Asset Management System Award

Contact	Mick Monken	Budget	\$45,091
Person/Department:	<u>Public Works</u>	Impact:	<u>(2015)</u>

RECOMMENDATION(S)/ACTION REQUESTED OF COUNCIL: Award the Public Works Asset Management System to Data Transfer Solutions.

SUMMARY/BACKGROUND: During the 2015 budget staffing analysis, it was discussed that Public Works was lacking in tracking ability of its assets. This lack of information was making it challenging to determine long range staffing and operational needs. In the Public Works Analysis, performed by Dennis Taylor, it was recommended a Public Works Asset Management System (PWAMS) be implemented with the intent to track Public Works field operations to better manage where resources are being used and to determine what staffing needs are. This is similar to what is currently being used by the Police Department.

There are three component to the PWAMS: 1) Software License purchase with annual license fee; 2) field devices (tablets); and 3) device communication. Components 2 and 3 are dependent on the Software selected. The preference is that the database be kept off site (be Cloud based). This means that the City can use its existing computer system without the need for storage upgrades.

The City advertised for the PWAMS software in late December, after the budget was approved. A copy of the request for proposals is included in Exhibit A and provides an outline of the abilities of this system. Included with the request for proposals was a copy of a rating scoring criteria form. This rating was used to evaluate the bids. A total of 5 submittals were received. Each was evaluated based on a set of minimum criteria to meet the needs for the City's application. In addition to this, cost was considered in this recommendation. A tabulation summary of the proposals is included in Exhibit B.

In the 2015 Budget the Council approved \$30,000 as a placeholder for the purchase of PWAMS software. This funding for the PWAMS is to be shared between Storm and Streets funds with 50% of the total funding to come from a DOE Grant. The following years there is a licensing fee that was estimated at \$12,000 per year. Based on a five-year timeframe, the PWAMS software cost estimate over the five year period was \$78,000. In addition, hardware and network services were estimated at \$10,000 for the first year and \$4,000 for telecommunications each following four years. The hardware cost is expected to be covered 100% by the DOE Grant and the device communication costs covered by the City (\$4,000 annual beginning year 1).

Based on the PWAMS software that best fits the City's criteria and is the lowest responsive proposal, staff recommends awarding to Data Transfer Solution. This is a Cloud based system. Over the five year period, Data Transfer Solution (PWAMS) software come in under the estimated 5 year projected budget of \$78,000 by \$23,700 (total five year timeframe is \$54,300 excluding hardware and

telecommunications). However, the first year came in \$2,145.60 over the estimated 2015 budget of \$30,000. A DOE grant will cover 50% of the \$2,145.60, with the remaining 50% increase being shared equally between the Street and Storm funds.

The field devices hardware and device communication for Data Transfer Solution is estimated to cost \$22,721 over the next five years (\$12,945 year 1 and \$2,444 in each the following 4 years). This includes both the purchase of the field devices (6 tablets) and communication services. The hardware cost is estimated at \$4,800 and is expected to be covered 100% by a DOE grant.

The following is a summary table of the estimated costs (rounded to the nearest dollar) for the first year (YEAR 1) and for each of the following years:

Item	<i>BUDGET Estimate</i>	Total Cost	City Share	DOE Grant Share
YEAR 1 (2015)				
System License Purchase	30,000	32,146	16,073	16,073
Mobil Device	10,000	4,800	0	4,800
Telecommunications (Device communication)	4,000	8,145	4,073	4,072
TOTAL COST YEAR 1	44,000	45,091	20,146	24,945
Annual Cost each following year (Year 2 through Year 5)				
System License	12,000	5,539	5,539	0
Telecommunication (Device communication)	4,000	2,444	2,444	0
TOTAL ANNUAL COST (2-5 yr)	16,000	7,983	7,983	0

APPLICABLE CITY POLICIES:

BUDGET IMPACT: The full system (software license, field device, and device communication, in year 1 is \$45,091. DOE estimated share is \$24,945 with the remaining balance of \$20,146 shared between Street and Storm (City's 2015 Budget is \$30,000).

ATTACHMENTS:

- ▶ Exhibit A: Request for Proposal
- ▶ Exhibit B: Tabulation Summary of Proposals

EXHIBIT A



Request for Proposal Public Works Asset Management System

Revision: 16 December 2014

The City is seeking proposals for the purchase and setup support for an Asset Management System for the Public Works Department that meet the minimum requirements as listed in this RFP. The City is looking for a 5 year service commitment from the selected vendor.

Primary Objectives: The City of Lake Stevens (“City”) intends to procure software/program and services from a vendor to implement an asset management and inventory control to support the City’s Public Works Department (storm water, streets, facilities, and parks).

The Asset Management System shall promote these City operational objectives:

- Improve levels of customer service
- Improve operational efficiency
- Optimize the life-cycle of assets
- Provide reliable critical business information systems which minimizes service disruptions and loss of revenue

Asset Management System Requirements

Program Operations Minimums

1. The software/Program shall allow access to the software/program for 8 staff members with the possibility of increasing in the future as needed. The following are the position and devices:
 - Administrative assistant – Desktop access
 - Engineer (Roads) – Desktop access
 - Stormwater Specialist (storm) – Desktop access
 - Superintendent – Desktop access
 - Crew Lead (Storm, Facilities) – Desktop and mobile access
 - Crew Lead (Streets, Parks) – Desktop and mobile access
 - Crewmember (Storm) – mobile access
 - Crewmember (Roads) – mobile access
2. The proposal shall offer a comprehensive asset management and inventory control software solution that serves, at a minimum, the following Asset Classes that can be implemented with minimal modifications by the City of Lake Stevens– these are features that will need to be inspected, maintained and or replaced
 - Stormwater Features
 - i. Catch Basins
 - ii. Network – pipes, ditches and streams.
 - iii. Drain points – Weirs, check dams, Ponds Vaults etc.

- iv. Outfalls – point where the cities MS4 discharges to receiving waters.
- v. Drainage Facilities (these are a container component -a collection of the above features) – Detention Pipes, ponds and vaults. Both public and private
- Street Features
 - i. Roads
 - ii. Signs
 - iii. Crosswalks
 - iv. Stop Bars
 - v. ADA ramps
 - vi. Sidewalks
 - vii. Traffic Control devices
- Facilities – Buildings that the City maintains
- Parks – Parks and Docks that are maintained by the City
- Option for adding other features in the future
- 3. Storing of all technical documentation or procedures by feature: eg photos, manuals, plans, documents etc.
- 4. Online Citizen Service Request Portal
- 5. Work order generation, prioritization, and tracking by equipment, feature, service or facility
- 6. Create work orders/service requests that are linked to one or more assets
- 7. Create work orders/ service requests that are not linked to any asset
- 8. Historical tracking of all work orders generated which become sortable by equipment, date, person responding, facility, type of maintenance, service etc.
- 9. Tracking of scheduled and unscheduled service requests, work orders and maintenance activities.
- 10. Have work orders assigned to staff with notification e.g. email with option of reassigning to other staff
- 11. Service requests from public and city staff
- 12. Scheduling inspections(service request) and work orders
- 13. Tablet or Smartphone interface to streamline input, work order generation and pushing work into the field
- 14. Custom Reporting
- 15. Ability to collect features in the field and update attributes of existing features

Vendor/Software Requirements

The proposal must provide a comprehensive asset management and inventory control software system that serves the different asset classes described in Asset Management System Requirements – section 2 that can be implemented with minimal modifications required by the City Lake Stevens. The City is not interested in extensive product customization. However solutions that allow the non-programmer users to configure and develop custom workflow will be given maximum score in the area of workflow automation section.

1. The Vendor should have recent experience (within the past 6 years) in the successful implementation of a comprehensive Asset Management software system

- with at least ten other comparably sized U.S. utilities or municipalities with similar assets and have a user base of at least 100 public organizations.
2. The Software must not be so proprietary that it restricts user customization and modifications.
 3. The vendor must have the financial resources to support a project of this size within the time frame specified.
 4. The proposed software system must comply with four basic requirements:
 - A web-based user interface
 - GIS centric
 - Support real time access for field (remote) workers
 - On-line web-based or phone app to support customer interaction with City services
 5. CMMS should be implemented and functional before June 1, 2015.

Installation:

- On site installation
- City data transfer into Asset Management System
- Start up and testing
- On-site introduction training

Schedule: Software be installed within 30 days following notification of award and fully implemented/functional by 1st June 2015.

Payment: Initial setup and first year annual service fee will be made within 30 days of installation and acceptance by the City. Payment for following annual services will be paid at the beginning of each year.

Bid Process: The City will review all proposals and will make a selection based on the following criteria:

1. Meets the minimum needs or requirements as provided in this RFP as determined by the City; and
2. Provides the lowest 5 year total cost; and
3. Support user group available within 50 miles of the City.

A bid not meeting the minimum specifications may be rejected from consideration. The bidder must complete the Bid Proposal section on this document.

The City holds the right to accept the bid that is determined to meet the Cities requirements

Enquires: Question on this Request for Proposals must be made via email to the attention of Mathew Goad at mgoad@lakestevenswa.gov. Phone calls will not be accepted.

City of Lake Stevens
Bid Proposal for Public Works Asset Management System
Project No. 14054

The following bid proposal is for the purchase and setup support for an Asset Management System for the Public Works Department that meet the minimum requirements as listed in this RFP as outline in this bid document.

1. **System Purchase including setup services and first year** \$ _____

2. **Annual Service fee (year 2 through 5)**

\$ _____ x 4 years =
\$ _____

Sales tax (8.6%)
\$ _____

TOTAL BASE BID (Bid 1 & 2 + Sales Tax)

\$ _____

3. **Cost of each additional user per year (above the required 8)** \$ _____

Company: _____ Email: _____

Address: _____ City: _____ Zip: _____

Signature: _____ Date: _____ 201_____

Print Name: _____ Phone: _____

Bid Proposal must be received at the City by 4:00 PM on 5th January 2015. Email and FAX bids acceptable: Email to mgoad@lakestevenswa.gov or FAX 425-212-3327 or deliver to 1812 Main Street, Lake Stevens, WA or mailed to POB 257, Lake Stevens, WA 98258-0257.

EXHIBIT B

Summary of Proposals – Public Works Asset Management (numbers rounded to the nearest dollar)

Vendor	Score	Asset Core System			Mobile Unit Cost					TOTALS	Notes
		System purchase & first year	Annual Fee (year 2 thru year 5)	Total over 5 year period	6 Field Units (Tablets)	Disconnect Mobil Application	Annual Licence Fee (year 2 thru year 5)	Web Service @ \$60/month	Total over 5 year period	CORE + MOBILE TOTAL OVER 5 YEAR	
Data Transfer Solutions	422	\$ 32,146	\$ 22,154	\$ 54,300	\$ 4,800	\$ 8,145	\$ 9,774	NA	\$ 22,719	\$ 77,019	Meet full spec, user customize
Cartegraph	422	\$ 32,146	\$ 52,128	\$ 84,274	\$ 7,200	NA	NA	\$ 14,400	\$ 21,600	\$ 105,874	Meet full spec, user customize
Beehive Industries	416	\$ 32,580	\$ 130,320	\$ 162,900	\$ 4,800	included	included	NA	\$ 4,800	\$ 167,700	Meet full spec, user customize
PSD	406	\$ 32,580	\$ 39,096	\$ 71,676	\$ 7,200	NA	NA	\$ 21,600	\$ 28,800	\$ 100,476	No product in State
Aakava Consulting	NA	\$ 32,580	\$ 19,548	\$ 52,128	\$ 7,200	NA	NA	\$ 21,600	\$ 28,800	\$ 80,928	Didn't meet bid requirements



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LAKE STEVENS CITY COUNCIL
STAFF REPORT

Council Date: **Agenda** 9 February 2015

Subject: 20th Street SE 79th – 83rd Regional Storm Pond Study

Contact Person/Department:	Mick Monken Public Works	Budget Impact:	\$18,180.00
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RECOMMENDATION(S)/ACTION REQUESTED OF COUNCIL: Authorize the Mayor to execute a Professional Service Agreement with Tetra Tech, Inc. to perform a study of a regional storm pond for 20th Street SE between 79th and 83rd Avenue SE for an amount not to exceed \$18,180.00.

SUMMARY/BACKGROUND: This action is part of the City’s economic incentive effort to spur development along 20th Street SE corridor. This study will analyze the potential of a regional storm pond in the vicinity of 79th to 83rd Avenue SE north of 20th Street SE that can provide storm detention and water quality treatment. The pond would provide a storm water facility for some of the private properties within the vicinity. The benefit to the private properties that utilize this facility would be more buildable land and possibly lower storm facility costs.

Key to this analysis will be the coordination with the current 20th Street SE Phase II Segment 1 design project. The two efforts will be sharing a common pond. The reason they are not included in a single contract is that Federal funding is included in the design and cannot include private property benefit design such as a regional pond.

The deliverable product from this effort will be a determination of potential size, location, and cost of a regional storm detention pond. It is hoped that this effort will help to identify some developable land within the current property that was identified under the County’s road design for 20th Street SE Phase II. Work is expected to take 60 calendar days to complete, but due to coordination efforts the PSA timeframe is 90 calendar days.

APPLICABLE CITY POLICIES:

BUDGET IMPACT: \$18,180 from REET funds

ATTACHMENTS:

- ▶ Attachment A: Professional Service Agreement with Scope & Fee

ATTACHMENT A

**PROFESSIONAL SERVICES AGREEMENT
BETWEEN CITY OF LAKE STEVENS AND
TETRA TECH, INC.
FOR CONSULTANT SERVICES**

THIS AGREEMENT (“Agreement”) is made and entered into by and between the City of Lake Stevens, a Washington State municipal corporation (“City”) and Tetra Tech, Inc., a Washington Corporation, (“Consultant”), licensed to do business in the State of Washington.

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

1. PURPOSE

The purpose of this Agreement is to provide the City with consultant services regarding the study of a potential regional storm pond as described in Article II. The general terms and conditions of the relationship between the City and the Consultant are specified in this Agreement.

2. SCOPE OF SERVICES

The Scope of Services is attached hereto as **Exhibit “A”** and incorporated herein by this reference (“Scope of Services”). All services and materials necessary to accomplish the tasks outlined in the Scope of Services shall be provided by the Consultant unless noted otherwise in the Scope of Services or this Agreement. All such services shall be provided in accordance with the standards of the Consultant’s profession.

3. OBLIGATIONS OF THE CONSULTANT

3.1 MINOR CHANGES IN SCOPE. The Consultant shall accept minor changes, amendments, or revision in the detail of the Scope of Services as may be required by the City when such changes will not have any impact on the service costs or proposed delivery schedule. Extra work, if any, involving substantial changes and/or changes in cost or schedules will be addressed as follows:

Extra Work. The City may desire to have the Consultant perform work or render services in connection with each project in addition to or other than work provided for by the expressed intent of the Scope of Services in the scope of services. Such work will be considered as extra work and will be specified in a written supplement to the scope of services, to be signed by both parties, which will set forth the nature and the scope thereof. All proposals for extra work or services shall be prepared by the Consultant at no cost to the City. Work under a supplemental agreement shall not proceed until executed in writing by the parties.

3.2 **WORK PRODUCT AND DOCUMENTS.** The work product and all documents produced under this Agreement shall be furnished by the Consultant to the City, and upon completion of the work shall become the property of the City, except that the Consultant may retain one copy of the work product and documents for its records. The Consultant will be responsible for the accuracy of the work, even though the work has been accepted by the City.

In the event that the Consultant shall default on this Agreement or in the event that this Agreement shall be terminated prior to its completion as herein provided, all work product of the Consultant, along with a summary of work as of the date of default or termination, shall become the property of the City. Upon request, the Consultant shall tender the work product and summary to the City. Tender of said work product shall be a prerequisite to final payment under this Agreement. The summary of work done shall be prepared at no additional cost to the City.

Consultant will not be held liable for reuse of documents produced under this Agreement or modifications thereof for any purpose other than those authorized under this Agreement without the written authorization of Consultant.

3.3 **TERM.** The term of this Agreement shall commence on the Notice to Proceed and shall terminate at midnight, 90 calendar days from the Notice to Proceed. The parties may extend the term of this Agreement by written mutual consent.

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

3.5 **EMPLOYMENT.**

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

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

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

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

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

In the event the Consultant indicates “no”, but an employee in fact was a retiree of a Washington State retirement system, and because of the misrepresentation the City is required to defend a claim by the Washington State retirement system, or to make contributions for or on account of the employee, or reimbursement to the Washington State retirement system for benefits paid, Consultant hereby agrees to save, indemnify, defend and hold City harmless from and against all expenses and costs, including reasonable attorney’s fees incurred in defending the claim of the Washington State retirement system and from all contributions paid or required to be paid, and for all reimbursement required to the Washington State retirement system. In the event Consultant affirms that an employee providing work has ever retired from a Washington State retirement system, said employee shall be identified by Consultant, and such retirees shall provide City with all information required by City to report the employment with Consultant to the Department of Retirement Services of the State of Washington.

3.6 INDEMNITY.

a. **Indemnification / Hold Harmless.** Consultant shall defend, indemnify and hold the City, its officers, officials, employees and volunteers harmless from any and all claims, injuries, damages, losses or suits including attorney fees, arising out of or resulting from the acts, errors or omissions of the Consultant in performance of this Agreement, except for injuries and damages caused by the sole negligence of the City.

b. Should a court of competent jurisdiction determine that this Agreement is subject to RCW 4.24.115, then, in the event of liability for damages arising out of bodily injury to persons or damages to property caused by or resulting from the concurrent negligence of the Consultant and the City, its officers, officials, employees, and volunteers, the Consultant's liability, including the duty and cost to defend, hereunder shall be only to the extent of the Consultant's negligence.

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

d. For the purposes of the indemnity contained in subpart “A” of this paragraph 3.6, Consultant hereby knowingly, intentionally, and voluntarily waives the immunity of the Industrial Insurance Act, Title 51 RCW, solely for the purposes of this indemnification. This waiver has been mutually negotiated by the parties.

_____ (initials) _____ (initials)

3.7 INSURANCE.

a. **Minimum Limits of Insurance.** The Consultant shall procure, and maintain for the duration of the Agreement, insurance against claims for injuries to persons or damage to property which may arise from or in connection with the performance of the work and services hereunder by the Consultant, its agents, representatives, employees or subcontractors. The Consultant shall, before commencing work under this agreement, file with the City certificates of insurance coverage and the policy endorsement to be kept in force continuously during this Agreement, in a form acceptable to the City. Said certificates and policy endorsement shall name the City, its officers, elected officials, agents and/or employees as an additional named insured with respect to all coverages except professional liability insurance and workers' compensation.

b. **Minimum Scope of Insurance – Consultant shall obtain insurance of the types described below:**

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

(2). Commercial General Liability insurance shall be written on ISO occurrence form CG 00 01 and shall cover liability arising from premises, operations, independent contractors and personal injury and advertising injury. The City shall be named as an insured under the Consultant's Commercial General Liability insurance policy with respect to the work performed for the City.

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

(4). Professional Liability insurance appropriate to the Consultant's profession.

c. **The minimum insurance limits shall be as follows:**

(1) Comprehensive General Liability. \$1,000,000 combined single limit per occurrence for bodily injury personal injury and property damage; \$2,000,000 general aggregate.

(2) Automobile Liability. \$1,000,000 combined single limit per accident for bodily injury and property damage.

(3) Workers' Compensation. Workers' compensation limits as required by the Workers' Compensation Act of Washington.

(4) Professional Liability/Consultant's Errors and Omissions Liability.

\$1,000,000 per claim and \$1,000,000 as an annual aggregate.

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

e. **Acceptability of Insurers.** Insurance to be provided by Consultant shall be with a current A.M. Bests rating of no less than A:VII, or if not rated by Bests, with minimum surpluses the equivalent of Bests' VII rating.

f. **Verification of Coverage.** In signing this agreement, the Consultant is acknowledging and representing that required insurance is active and current. Consultant shall furnish the City with original certificates and a copy of the amendatory endorsements, including but not necessarily limited to the additional insured endorsement, evidencing the insurance requirements of the Consultant before commencement of the work. Further, throughout the term of this Agreement, the Consultant shall provide the City with proof of insurance upon request by the City.

g. **Insurance shall be Primary.** The Consultant's insurance coverage shall be primary insurance as respect the City. Any insurance, self-insurance, or insurance pool coverage maintained by the City shall be excess of the Consultant's insurance and shall not contribute with it.

h. **No Limitation.** Consultant's maintenance of insurance as required by this Agreement shall not be construed to limit the liability of the Consultant to the coverage provided by such insurance or otherwise limit the recourse to any remedy available at law or in equity.

i. **Claims-made Basis.** Unless approved by the City all insurance policies shall be written on an "Occurrence" policy as opposed to a "Claims-made" policy. The City may require an extended reporting endorsement on any approved "Claims-made" policy.

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

3.8 DISCRIMINATION PROHIBITED AND COMPLIANCE WITH EQUAL OPPORTUNITY LEGISLATION. The Consultant agrees to comply with equal opportunity employment and not to discriminate against client, employee, or applicant for employment or for services because of race, creed, color, religion, national origin, marital status, sex, sexual orientation, age or handicap except for a bona fide occupational qualification with regard, but not

limited to, the following: employment upgrading; demotion or transfer; recruitment or any recruitment advertising; layoff or terminations; rates of pay or other forms of compensation; selection for training, rendition of services. The Consultant further agrees to maintain (as appropriate) notices, posted in conspicuous places, setting forth the provisions of this nondiscrimination clause. The Consultant understands and agrees that if it violates this nondiscrimination provision, this Agreement may be terminated by the City, and further that the Consultant will be barred from performing any services for the City now or in the future, unless a showing is made satisfactory to the City that discriminatory practices have been terminated and that recurrence of such action is unlikely.

3.9 UNFAIR EMPLOYMENT PRACTICES. During the performance of this Agreement, the Consultant agrees to comply with RCW 49.60.180, prohibiting unfair employment practices.

3.10 LEGAL RELATIONS. The Consultant shall comply with all federal, state and local laws and ordinances applicable to work to be done under this Agreement. The Consultant represents that the firm and all employees assigned to work on any City project are in full compliance with the statutes of the State of Washington governing activities to be performed and that all personnel to be assigned to the work required under this Agreement are fully qualified-and properly licensed to perform the work to which they will be assigned. This Agreement shall be interpreted and construed in accordance with the laws of Washington. Venue for any litigation commenced relating to this Agreement shall be in Snohomish County Superior Court.

3.11 INDEPENDENT CONTRACTOR.

a. The Consultant and the City understand and expressly agree that the Consultant is an independent contractor in the performance of each and every part of this Agreement. The Consultant expressly represents, warrants and agrees that his status as an independent contractor in the performance of the work and services required under this Agreement is consistent with and meets the six-part independent contractor test set forth in RCW 51.08.195 or as hereafter amended. The Consultant, as an independent contractor, assumes the entire responsibility for carrying out and accomplishing the services required under this Agreement. The Consultant shall make no claim of City employment nor shall claim any related employment benefits, social security, and/or retirement benefits.

b. The Consultant shall be solely responsible for paying all taxes, deductions, and assessments, including but not limited to federal income tax, FICA, social security tax, assessments for unemployment and industrial injury, and other deductions from income which may be required by law or assessed against either party as a result of this Agreement. In the event the City is assessed a tax or assessment as a result of this Agreement, the Consultant shall pay the same before it becomes due.

c. The City may, during the term of this Agreement, engage other independent contractors to perform the same or similar work that the Consultant performs hereunder.

d. Prior to commencement of work, the Consultant shall obtain a business license from the City.

3.12 CONFLICTS OF INTEREST. The Consultant agrees to and shall notify the City of any potential conflicts of interest in Consultant's client base and shall obtain written permission from the City prior to providing services to third parties where a conflict or potential conflict of interest is apparent. If the City determines in its sole discretion that a conflict is irreconcilable, the City reserves the right to terminate this Agreement.

3.13 CITY CONFIDENCES. The Consultant agrees to and will keep in strict confidence, and will not disclose, communicate or advertise to third parties without specific prior written consent from the City in each instance, the confidences of the City or any information regarding the City or services provided to the City.

3.14 SUBCONTRACTORS/SUBCONSULTANTS.

a. The Consultant is responsible for all work performed by subcontractors/subconsultants pursuant to the terms of this Agreement.

b. The Consultant must verify that any subcontractors/subconsultants they directly hire meet the responsibility criteria for the project. Verification that a subcontractor/subconsultant has proper license and bonding, if required by statute, must be included in the verification process. The Consultant will use the following Subcontractors/Subconsultants or as set forth in Exhibit [Not Applicable].

c. The Consultant may not substitute or add subcontractors/subconsultants without the written approval of the City.

d. All Subcontractors/Subconsultants shall have the same insurance coverages and limits as set forth in this Agreement and the Consultant shall provide verification of said insurance coverage.

4. OBLIGATIONS OF THE CITY

4.1 PAYMENTS.

a. The Consultant shall be paid by the City for services rendered under this Agreement as described in the Scope of Services and as provided in this section. In no event shall the compensation paid to Consultant under this Agreement exceed \$18,180.00 without the

written agreement of the Consultant and the City. Such payment shall be full compensation for work performed and services rendered and for all labor, materials, supplies, equipment and incidentals necessary to complete the work. In the event the City elects to expand the scope of services from that set forth in Exhibit A, the City shall pay Consultant a mutually agreed amount.

b. The Consultant shall submit a monthly invoice to the City for services performed in the previous calendar month in a format acceptable to the Cities. The Consultant shall maintain time and expense records and provide them to the Cities upon request.

4.2 CITY APPROVAL. Notwithstanding the Consultant's status as an independent contractor, results of the work performed pursuant to this Agreement must meet the approval of the City, which shall not be unreasonably withheld if work has been completed in compliance with the Scope of Services and City requirements.

4.3 MAINTENANCE/INSPECTION OF RECORDS. The Consultant shall maintain all books, records, documents and other evidence pertaining to the costs and expenses allowable under this Agreement in accordance with generally accepted accounting practices. All such books and records required to be maintained by this Agreement shall be subject to inspection and audit by representatives of the City and/or the Washington State Auditor at all reasonable times, and the Consultant shall afford the proper facilities for such inspection and audit. Representatives of the City and/or the Washington State Auditor may copy such books, accounts and records where necessary to conduct or document an audit. The Consultant shall preserve and make available all such books of account and records for a period of three (3) years after final payment under this Agreement. In the event that any audit or inspection identifies any discrepancy in such financial records, the Consultant shall provide the City with appropriate clarification and/or financial adjustments within thirty (30) calendar days of notification of the discrepancy.

5. GENERAL

5.1 NOTICES. Notices by the City to Consultant and by the Consultant to the City shall be sent to the following address:

City of Lake Stevens
Attn: Mick Monken
1812 Main Street
Post Office Box 257
Lake Stevens, WA 98258

Tetra Tech
Attn: Dean Franz
400 112th Avenue NE
Bellevue, WA 98004

Receipt of any notice shall be deemed effective three (3) days after deposit of written notice in the U.S. mail with proper postage and address.

5.2 TERMINATION. The right is reserved by the City to terminate this Agreement in whole or in part at any time upon ten (10) calendar days' written notice to the Consultant.

If this Agreement is terminated in its entirety by the City for its convenience, the City shall

20th St. SE/79th Ave Drainage Pond Study -- SCOPE OF WORK
Tetra Tech, Inc. Jan. 7, 2015

pay the Consultant for satisfactory services performed through the date of termination in accordance with payment provisions of Section VI.1.

5.3 **DISPUTES.** The parties agree that, following reasonable attempts at negotiation and compromise, any unresolved dispute arising under this Agreement may be resolved by a mutually agreed-upon alternative dispute resolution of arbitration or mediation.

5.4 **EXTENT OF AGREEMENT/MODIFICATION.** This Agreement, together with attachments or addenda, represents the entire and integrated Agreement between the parties and supersedes all prior negotiations, representations, or agreements, either written or oral. This Agreement may be amended, modified or added to only by written instrument properly signed by both parties.

5.5 **SEVERABILITY**

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

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

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

5.7 **FAIR MEANING.** The terms of this Agreement shall be given their fair meaning and shall not be construed in favor of or against either party hereto because of authorship. This Agreement shall be deemed to have been drafted by both of the parties.

5.8 **GOVERNING LAW.** This Agreement shall be governed by and construed in accordance with the laws of the State of Washington.

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

5.10 **COUNTERPARTS.** 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.

5.11 **AUTHORITY TO BIND PARTIES AND ENTER INTO AGREEMENT.** The undersigned represent that they have full authority to enter into this Agreement and to bind the parties for and on behalf of the legal entities set forth below.

DATED this _____ day of _____, 2015.

CITY OF LAKE STEVENS

Tetra Tech, Inc.

By: _____
Vern Little, Mayor

By: _____

Printed Name and Title

Approved as to Form:

Grant K. Weed, City Attorney

EXHIBIT A

SCOPE OF WORK Regional Drainage Pond Study 20th Street SE/79th – 83rd Ave Drainage Pond City of Lake Stevens, WA

Project Description

The City of Lake Stevens plans to utilize a parcel for a proposed regional drainage pond. The pond site is located approximately 400 ft. north of the intersection of 79th Avenue NE and 20th Street NE. It is presently undeveloped land located on the north side of a creek channel and a wetland (Category III). The wetland is identified as W183 in the City of Lake Stevens Critical Areas Inventory maps (dated Nov. 2012), in region 29-5-23. The proposed location of the pond site is shown in Figure ‘A’, hereafter referred to as the “20th St. SE/79th Ave Drainage Pond.”

This scope of work is an engineering feasibility study. Tetra Tech will provide a concept drainage plan showing the footprint area of the pond, preliminary grading, the configuration of storm pipes, and control elevations. The purpose of this study is to optimize the use of the property as a drainage pond and to determine to what extent the planned land-use changes can be accommodated by this new drainage pond. This feasibility study will be used by the City of Lake Stevens to aid in the decision as to whether or not to move forward with the project.

Tetra Tech’s approach to completing these tasks is outlined below. The project duration is anticipated to be for a period of two (2) months, and the management budget is allocated accordingly.

Scope of Work

The task items listed below will be performed by Tetra Tech, Inc. (“Consultant”) for the City of Lake Stevens (“City”).

TASK 1 - PROJECT MANAGEMENT

Tetra Tech will manage the project. The project management task consists of managing team members to complete projects tasks, sharing of information, monitoring project progress, and tracking budget and schedule. It includes the following activities:

- 1.1 Hold meetings with the City’s project manager and provide project startup. There is a budget for 1 face-to-face meeting plus regular coordination by phone and email.
- 1.2 At project startup prepare a project schedule with key milestones and a completion date.
- 1.3 Prepare and submit invoices with progress reports. This is an informal monthly narrative description of work performed. Provide a budget status report monthly.

Task 1 Deliverables

- *Project Schedule*
- *Monthly Progress Reports and Invoices*

TASK 2 – WETLAND RECONNAISSANCE

Tetra Tech will conduct a wetland reconnaissance of Wetland W183, a natural wetland, located on the south side of the proposed pond site. The purpose of this task is to determine the approximate southerly limits of the proposed pond site, which is a site constraint needed to determine the maximum use of the pond site. It will include the following subtasks:

- 2.1 Perform a field reconnaissance to identify the approximate limits of Wetland W183 on the north side of the wetland which is adjacent to the proposed pond site and to generally characterize its quality. The work will be done using a GPS unit, with an accuracy of approximately +/- 10 ft. This task is not a formal wetland delineation or classification, but rather an approximation of the boundary and quality to inform preliminary design options.
- 2.2 Prepare a site map showing the approximate site constraints for the proposed pond. The constraints being; the north boundary of Wetland W183, possibly the wetland buffer, and the property lines that surrounding the pond site. The site map will be prepared to engineering scale in electronic GIS format with the use of City/County GIS aerial photography, property lines, and contour lines. This layer will be imported onto the “base map” for preparing the concept plan of the drainage pond. The buffers shown will be based upon the wetland classification already established by the City of Lake Stevens unless the field reconnaissance indicates the wetland classification is likely incorrect.
- 2.3 Prepare a 2 to 3 page “Wetland Reconnaissance Memorandum” summarizing the findings and conclusions and recommendations for the design phase and permitting.

Task 2 Deliverables

- *Site Map in electronic GIS format to engineering scale*
- *Wetland Reconnaissance Memorandum*

TASK 3 – POND CONCEPT PLAN

Tetra Tech will prepare a concept plan of the proposed drainage pond. The subtasks will include the following:

- 3.1 Prepare a concept of the proposed drainage pond optimizing the size and volume of the pond as site constraints allow. It will include a preliminary pond layout, grading in plan view showing the top and bottom of pond elevations and other control elevations, locations and height of walls (if any), and a maintenance access route. Prepare up to two typical pond cross-sections (not to scale).
- 3.2 Prepare a storm pipe configuration layout on the pond concept plan. It will show in plan view the approximate location of the proposed storm pipes that will convey stormwater from 20th

Street SE to the pond (inlet pipe system), and the storm outfall pipe system from the pond to the adjacent creek channel (outfall pipe system). Pipe sizes and slopes will be approximated and shown on the plan.

- 3.3 Prepare a planning level opinion of cost to construct the pond. It is assumed that land acquisition costs and permitting costs, (if any), are separate and are not included in the cost estimate nor in this scope of work, but these can be provided as an Additional Service.
- 3.4 Once the maximum pond footprint and size layout is prepared (in subtasks 2.1 and 2.2), then perform hydrology calculations to determine how much impervious area the pond can provide for detention. The analysis will be done using WWHM, a continuous simulation model accepted by the City and the Washington Dept. of Ecology (Ecology). There are three (3) land areas that may contribute storm runoff to the proposed pond. In order of priority this will be: 1) 20th Street SE area; 2) the area north of 20th St. SE (referred to as the 'North Area'); and 3) the area south of 20th St. SE (referred to as the 'South Area'). The 'North Area' and 'South Area' limits are defined in Figure 'A', see attachment. The 20th Street SE improvements are in design by others, so at the beginning of performing this subtask the City will provide the contributing area and land cover coming from 20th Street SE right-of-way that will discharge to the pond.
- 3.5 Prepare a 3 to 5 page drainage technical memorandum identifying the maximum area to be served by the proposed pond—coming from all or part of the 3 areas listed in subtask 2.4. The memorandum will provide a summary of findings, results, and recommendations.

Task 3 Deliverables

- *Concept Drainage Plan (electronic .pdf in 11" x 17")*
- *An Opinion of Cost to Construct the Drainage Pond, Storm Pipes, and Pond Appurtenances*
- *Drainage Technical Memorandum (electronic .pdf and MS Word)*

ASSUMPTIONS AND EXCLUSIONS

- The City will make all arrangements with the property owner(s) for access to the pond site, in order for Tetra Tech to get on the property(ies) to conduct the wetland field reconnaissance.
- Topography mapping, contours and elevations, and property boundaries, used for this feasibility study will be from existing GIS records provided by the City.
- This scope of work does not include a formal evaluation or classification of any wetlands, including W183. The wetland reconnaissance performed in this scope of work is for the sole purpose to approximate the wetland boundary for this pond feasibility study. While this scope of work does not include a formal wetland study this can be performed as an Additional Service.

- At this time the feasibility for using infiltration is not known because no subsurface investigation has been conducted to evaluate the infiltration option. In the future if infiltration is deemed feasible, then this may increase the effective area the pond can capture runoff from. So for this study it is assumed that infiltration will not be used.

Additional Services

Additional professional services can be provided by Tetra Tech upon request. A partial list is provided below of potential services that the CITY may desire to utilize. These additional services are not included in this scope of work, but Tetra Tech can readily provide these services with a supplemental scope and fee.

Surveying -- Tetra Tech can provide a topographic survey and boundary survey.

Wetland Study -- Tetra Tech has a strong working relationship with Ecology for conducting and preparing a wetland delineation report and critical areas mapping, when needed for final design and permitting.

Wetland Improvements -- Tetra Tech can prepare wetland improvement and/or mitigation plans for Wetland W183, a Class III wetland. This may afford greater opportunity to optimize the use of the pond site.

Final Design & Construction Documents -- Tetra Tech can prepare final construction plans, specifications, and estimates (PS&E) for the small regional pond.

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CONSULTANT FEE SUMMARY

**Project: City of Lake Stevens
 20th Street SE/79th Ave Drainage Pond Study
 FEE ESTIMATE**

Labor Cost				
Classification	Hours	X	Rate	Cost
1. Principal in Charge	2		210.00	\$420.00
2. Project Manager	20		193.70	\$3,874.00
3. Const. Engineer	5		192.50	\$962.50
4. Sr. Biologist	20		198.50	\$3,970.00
5. Civil Engineer II	47		148.00	\$6,956.00
6. Civil CAD	12		120.00	\$1,440.00
7. Wetland Biologist	0		130.00	\$0.00
8. Admin II	0		100.30	\$0.00
9. Principal Surveyor	0		182.00	\$0.00
10. Survey Project Manager	0		134.00	\$0.00
11. Survey CAD	0		88.00	\$0.00
12. Field Tech IV	0		101.00	\$0.00
13. Field Tech III	0		85.00	\$0.00
14. Arch.Graphics	0		105.00	\$0.00
15. Admin	4		100.30	\$401.20
16. Principal Biologist	0		0.00	\$0.00
17. Senior Ecologist	0		0.00	\$0.00
18. Biologist	0		0.00	\$0.00
19. Stream Design Biologist	0		0.00	\$0.00
20. Env Scientist Permitting	0		0.00	\$0.00
21. 0	0		0.00	\$0.00
22. 0	0		0.00	\$0.00
SUBTOTAL - Labor	110			\$18,023.70
REIMBURSABLES:				
Rental Car	\$	-		
Mileage	\$	40.00		
Misc. Travel (gas, parking, tolls)	\$	-		
Postage	\$	-		
Computer Time	\$	-		
Reproduction- Exhibits	\$	26.30		
Camera-Photos	\$	-		
GPS	\$	90.00		
Total	\$	156.30		\$156.30
SUBTOTAL				\$18,180.00
SUBCONSULTANTS				
None				
Administrative Reserve @ 10%				\$0.00
GRAND TOTAL - ESTIMATED FEE				\$18,180.00

Prepared By: Dean Franz

Date: 24-Dec-14

Checked By: M. Martz

Date: 24-Dec-14



LAKE STEVENS CITY COUNCIL
STAFF REPORT

Council **Agenda** 9th February 2015
Date: _____

Subject: 20th Street SE Phase II (83rd to 91st Ave SE) – Award the design and Right of Way Acquisition services to Perteet, Inc.

Contact	Mick Monken	Budget	\$15,907.00
Person/Department:	Public Works	Impact:	_____

RECOMMENDATION(S)/ACTION REQUESTED OF COUNCIL: Conditionally Award, pending State approval of FHWA funding, the consultant services to Perteet, Inc. to perform the Design and Right of Way Acquisition for 20th Street SE Phase II Segment 1 in the amount of \$15,907.00.

SUMMARY/BACKGROUND: The City has been awarded a Federal Grant to perform the design and right of way acquisition on Phase II of 20th Street SE between 83rd to 91st Avenue SE. The total estimated cost of this phase of the project is \$1,508,400 with \$1,055,800 being match Federal dollars. The action is to award Perteet Inc. the consultant services to perform this work. As this project has Federal funds, the City must use the State/Federal approved consultant service agreement documents without modification. Once the City awards, this State/Federal service agreement can be executed.

Prior to the Southwest Annexation, the County had performed design work in this section of 20th Street SE. Included in this work was the survey, design, acquisition of parcels of right of way, storm drainage studies, and environmental work. The services that Perteet will provide are to review and determine what documents and work the County had performed/developed can be used in the final design and property acquisition to meet federal requirements. Upon the completion of this work, a full scope of services can be prepared that reflects their findings.

Timing is critical on this project as there is a small window that the City must meet to obligate the Federal funds. In Attachment A is the Project Summary prepared by the City that provides a target schedule to meet the Federal timeline. This scope of service is expected to take no more than 8 weeks. Following this, staff will bring to the Council a Supplement to complete the design and right of way acquisition.

APPLICABLE CITY POLICIES:

BUDGET IMPACT: \$15,907.00 - \$4,772.10 City from Traffic Impact Fees - \$11,134.90 Federal grant

ATTACHMENTS:

- ▶ Attachment A: Project Summary
- ▶ Attachment B: Scope of Services

ATTACHMENT A

Project Summary 20th Street SE Phase II – Segment 1

Prepared by: M. Monken, P.E.
Revision: 22 January 2015

Scope

This project is for the final design and the completion of right-of-way (ROW) acquisition for Segment II of the 20th Street SE project between 83rd Avenue SE and 91st Avenue SE. The project will be multimodal and include sidewalks along both sides of the roadway, bike accommodations, 4 through travel lanes with left turn pockets, storm drainage, water quality facilities, surface water detention, and street lighting.

This is part of a corridor project started under Snohomish County that extends along 20th Street SE from South Lake Stevens Road to US 2. The project needs were identified under the County in the early 2000's to reduce congestion, improve travel time, improve pedestrian and bike safety, and to support businesses and commercial centers in this fast growing section of the County. In 2010, the City of Lake Stevens annexed this roadway and took over as the project lead. While under the County, ROW needs were identified along the entire corridor and some of the acquisitions were completed under the County. (In this segment, there are 30 ROW acquisitions identified of which 12 had been acquired under the County.) The County completed construction from South Lake Stevens Road to 91st Avenue SE in 2010. This provided four through lanes with a turn lane. The remaining sections of unimproved 20th Street SE are two lanes, left turn pockets, and varying width paved shoulders.

Anticipated tasks include:

- **Project Scope Development** - Review of existing documentation prepared under Snohomish County. This includes survey, CAD base files, environmental documents, and past right of way acquisition documents and process. The intent is to make a determination of level of effort that will be required to complete the design and past purchased right of way documentation.
- **Design and Right of Way Identification** – Upon the completion of the project scope development task, the consultant will perform the following tasks:
 - Project Management and coordination – working with City and other agencies involved in this project.
 - Environmental document preparation and permitting – using existing past documentation, develop and update past environmental documents and permits.
 - Base Mapping – perform survey services to complete and update the existing base map.
 - Traffic Analysis – perform a traffic model and analysis on concept level to determine road capacity needs. This is to include Transit operations.

Planning Level Opinion of Cost
20th Street SE Phase II - Segment 1
 83rd Ave SE to 91st Ave SE

Prepared: M. Monken, P.E.

Revision: 21 January 2015

2904 LF

Item	Description	Unit	Estimate Unit Cost	Estimate Quantity	Totals
PREPARATION					
1	Mobilization (10%)	LS	1.00	280,220	280,220
2	Structure Surveying (5%)	LS	1.00	84,066	84,066
3	Removal of Structures & Obstructions (1%)	LS	1.00	28,022	28,022
4	Clearing and Grubbing	AC	10,000	0.6	6,000
GRADING					
5	Roadway Excavation Incl. Haul	CY	26.00	8,712	226,512
6	Gravel Borrow Incl. Haul	Ton	20.00	8,422	168,432
STORM SEWER					
7	Conveyance System	LF	85.00	6,389	543,048
8	Pond/Water Quality System	LS	1.00	600,000	600,000
SURFACING					
9	Portland Cement Concrete Sidewalk	SY	30.00	4,517	135,520
10	HMA CL 1/2 IN. PG 64-22	TON	100.00	3,376	337,590
11	Crushed Surfacing Base Course	TON	30.00	1,742	52,272
EROSION CONTROL AND PLANTING					
12	Temporary Water Pollution & Erosion Control (6%)	LS	1.00	168,132	168,132
TRAFFIC					
13	Temp Traffic Control (10%)	EST	1.00	280,220	280,220
14	Traffic Signal Systems	EST	1.00	150,000	150,000
15	Pavement Marking	LS	1.00	17,424	17,424
16	Signage	LS	1.00	8,000	8,000
17	Cement Conc Curb and Gutter	LF	25.00	5,808	145,200
18	Cement Conc Curb Ramps	EA	2,200.00	16	35,200
19	Illumination	EST	1.00	80,000	80,000
OTHER					
20	Rock Walls	TONS	90.00	300	27,000
21	Retaining Walls	SF	75.00	3,600	270,000
22	Restoration (1%)	LS	1.00	28,022	28,022
CONSTRUCTION SUB TOTAL					3,670,879
Construction Contingencies (20%)			20%		734,176
CONSTRUCTION TOTAL					4,405,055
ENGINEERING SERVICES					
Preliminary Engineering include surveying			13%		572,657
Construction Engineering			12%		528,607
Total Preliminary Opinion of Cost					5,506,319

20th Street SE Phase II (83rd Avenue SE to 91st Avenue SE)



Agreement with Perteet Inc.

ATTACHMENT B

Scope of Services **City of Lake Stevens** **20th Street SE Phase II Scoping Phase** **(83rd Avenue SE to 91st Avenue SE)**

INTRODUCTION

The purpose of this scope of services is to assist the City of Lake Stevens in development of a final scope of services for PS&E preparation, environmental documentation, R/W plan preparation and acquisition negotiations, traffic analysis and construction management services. The anticipated outcome of this effort will be a defined scope of services that reflects review of existing project documentation, including survey base mapping, environmental permits and documents, and assessment of completed right-of-way acquisition activities by Snohomish County prior to the City of Lake Stevens annexation of the corridor. The overall review will look at the applicability of the previously completed work with respect to the proposed improvements described below. Also included in this scoping effort will be an initial NEPA scoping meeting with representatives from WSDOT Highways and Local Programs.

The proposed improvements will include widening the existing three lane section to a four lane section with either dedicated left turn lanes at the intersections of 83rd Avenue SE and 87th Avenue SE or use of roundabouts. Additionally, sidewalks will be included on both sides of the road and bikes will be accommodated within the wider curb lane. Stormwater conveyance and a treatment facility are proposed with the final design. The intent of the design is to utilize the existing roadway profile for a design/posted speed of 35 mph.

The project design and right-of-way acquisition is funded partially by Federal STP funds administered through WSDOT Highways and Local Programs.

SCOPE OF SERVICES

Task 1 – Management/Coordination/Administration

- I.1 Provide project management administration (billing invoices, monthly progress reports) throughout the project's duration. It is assumed that the project duration will be up to two months.
- I.2 Participate in project coordination meetings with City staff. It is assumed that two (2) coordination meetings will be required. Assist in preparation of meeting agendas.

Task 2 – Environmental Documentation and Permits

20th Street SE Phase II (83rd Avenue SE to 91st Avenue SE)



Agreement with Perteet Inc.

- 2.1 The following environmental documents prepared previously by Snohomish County will be reviewed for level of completeness for addressing the improvements proposed by the City:
 - SEPA EIS, dated February 2008
 - Corps of Engineers Section 404 Permit – Nationwide Permit (NWP) 27 – Linear Transportation Project, dated December 13, 2010
 - HPA, dated August 4, 2010 – good through August 3, 2015 – Control #120772-1
 - Critical Areas Study, dated February 2009
 - Biological Assessment (BA), dated March 2009
 - Air Quality Report, dated June 23, 2011

- 2.2 Participate in a field meeting with WSDOT Highways and Local Programs and City staff to determine NEPA documentation requirements. It is assumed that the following additional documentation will be required:
 - Area of Potential Effect (APE)
 - Noise Report
 - Cultural Resource Screening
 - Environmental Classification Summary (ECS)
 - Phase I ESA
 - Hazardous Material Report
 - Environmental Justice Memo (Low income will need to be assessed through screening and potentially mitigated if there will be any displacements or disruptions affecting low income populations)
 - Confirm wetland banking approach

It is assumed that documentation and permits for the project will be prepared under the PS&E phase of the project.

Task 3 – Right-of-Way Assessment and Planning

- 3.1 Coordinate with project team to assess and review right-of-way acquisition activities previously completed by Snohomish County for compliance with WSDOT and Federal right-of-way acquisition requirements. It is assumed that right-of-way from 12 parcels, within the current project limits, has been acquired.

Note: The City will obtain from the County all acquisition and relocation assistance parcel files previously completed by the County. These files will be provided to Universal Field Services to complete the items described below.



20th Street SE Phase II (83rd Avenue SE to 91st Avenue SE)

Agreement with Perteet Inc.

The City is also in the process of entering into a “JA” agreement with WSDOT Real Estate Services in order for WSDOT to review each parcel file provided by the County to ensure previously completed right of way activities are in compliance with WSDOT and Federal requirements. It is assumed the City will obtain a compliance letter from WSDOT for future use and Right of Way Certification.

Items in this task shall include:

- 3.1a Participate in project coordination meetings with City staff. It is assumed that two (2) coordination meetings will be required.
- 3.1b Obtain and review right-of-way and the 12 parcel acquisition relocation assistance files previously completed by the County. The following will be considered during each file review:
 - Consider the acquisition documents format used by the County with recommendations of boilerplates for the City’s future use.
 - Prepare list of special construction considerations, if any, as stipulated during negotiations between the County and property owners within the project limits.
 - It is understood the County purchased a 2-story single family residence along the north margin of 20th Street SE, abutting the BPA/SCL transmission corridor. Verify occupant status at time of the County’s offer to purchase, determine if occupants were eligible for relocation assistance entitlements, and were relocation claims submitted and paid.

The current occupants subsequently moved into the 2-story single family residence under a lease agreement with the County. Obtain copy of lease agreement, review and ascertain if occupants are eligible for relocation assistance benefits.
- 3.1c Confirm if other residential occupants, businesses or personal property were displaced, particularly a parcel previously identified for the siting of a potential stormwater facility between 79th Avenue SE and 83rd Avenue SE. It is understood the parcel was occupied by a plant nursery business which may have been displaced by the project.
- 3.1d Confirm if any offers from the County to property owners within the project limits were initiated and withdrawn before reaching settlement with a property owner.
- 3.1e Assist the City to obtain and secure WSDOT approved R/W acquisition procedures.
- 3.1f Coordinate with both Bonneville-Power Administration and Seattle City Light to assess the right of way related requirements and schedule for constructing the proposed

20th Street SE Phase II (83rd Avenue SE to 91st Avenue SE)



Agreement with Perteet Inc.

roadway improvements within the existing easement corridor crossing at approximately 87th Avenue SE.

Task 4 – Survey Base Mapping

- 4.1 Survey base map prepared under the County will be reviewed to determine level of survey information that will need to be updated and collected to perform the plan design services.

Items in this task shall include:

- 4.1a Review electronic data (CAD files) previously completed by the County for Phase 2.
- 4.1b Determine level of field survey work required to update and expand limits as needed to include a complete PS&E plan set.

Time for Completion

The Consultant shall not begin work under the terms of this Agreement until authorized in writing by the City. Work under this Agreement shall be completed 30 calendar days following the notice to proceed, subject to receipt of the required review material in a timely manner from the City (or from Snohomish County as requested by the City).

Items to be prepared and/or furnished by the Consultant

1. Monthly progress reports and invoices
2. Summary of environmental review findings
3. Summary of R/W review findings
4. Final PS&E Scope

Items to be furnished by the City of Lake Stevens

1. All available environmental documents prepared by Snohomish County.
2. All available R/W acquisition and relocation parcel files, inclusive of documents prepared by Snohomish County.
3. Any current traffic counts within the project corridor.



20th Street SE Phase II (83rd Avenue SE to 91st Avenue SE)

Agreement with Perteet Inc.



Project Lake Stevens-20th St SE Phase II Contract Start Date 1/26/2015 Last Update date 1/13/2015
 Client City of Lake Stevens Contract End Date 2/28/2015 Perteet Project No. 20120176.000
 PM Kurt Ahrensfeld Contract Duration: 1 Months

Task	Billing Rate	Planner III	Professional Land Survey	Survey Manager	Sr. Associate	Sr. Associate	Accountant	Total Hours	Labor Dollars
		\$38.00	\$39.00	\$43.27	\$57.00	\$62.00	\$18.00		
Project Management									
Project Administration						12.00	4.00	16.00	816.00
Project Meetings						4.00		4.00	248.00
Total Project Management						16.00	4.00	20.00	1,064.00
Environmental Documentation									
Document Review		30.00			16.00			46.00	2,052.00
Coordination With WSDOT		2.00			2.00	2.00		6.00	314.00
Total Environmental Documentation		32.00			18.00	2.00		52.00	2,366.00
R/W Assessment									
Project Coordination						4.00		4.00	248.00
R/W File Review									
Displacement Review									
Status of Offers									
Coordination with WSDOT									
BPA/SCL Coordination						2.00		2.00	124.00
Total R/W Assessment						6.00		6.00	372.00
Survey Base Mapping									
Review Survey Files			2.00	1.00				3.00	121.00
Update Determination			3.00	3.00				6.00	247.00
Total Survey Base Mapping			5.00	4.00				9.00	368.00
Expenses									
Total Expenses								0.00	
Total Hours		32.00	5.00	4.00	18.00	24.00	4.00	87.00	
Total Dollars		\$1,216.00	\$195.00	\$173.00	\$1,026.00	\$1,488.00	\$72.00		\$4,170.00

Expenses:	
Mileage - 5.575	9
Totals:	9

Subconsultant Fees:	Cost	Markup	Bill
NW Archaeological Assoc., Inc. (SWCA)	625		625
Universal Field Services, Inc.	3,861		3,861
Totals:	4,486		4,486

SUMMARY		
Direct Salary Cost		4,170.00
Overhead Cost	173.67 %	7,242.00
Labor		11,412.00
Expenses		9.00
Subconsultants		4,486.00
CONTRACT TOTAL		15,907.00



20th Street SE Phase II (83rd Avenue SE to 91st Avenue SE)



Agreement with Perteet Inc.

EXHIBIT B

SUBCONSULTANTS

The following are the sub-consultants that will be used under this Professional Service Agreement:

Northwest Archaeology Associates, Inc. (SWCA)
5418 20th Avenue NW, Ste 200
Seattle, WA 98107

Cultural Resource/Archaeological services - Review and reporting on historical information related to the requirement of Washington State.

Universal Field Services, Inc.
111 Main Street, Ste 105
Edmonds, WA 98020

Real Estate Agency - Provide services related to the review and acquisition of easement and right of way in accordance with State and Federal requirements.



LAKE STEVENS CITY COUNCIL
STAFF REPORT

Council Date: **Agenda** 9 January 2015

Subject: Professional Services Agreement for Arborist Service

Contact Person/Department:	Mick Monken Public Works	Budget Impact:	\$10,000
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RECOMMENDATION(S)/ACTION REQUESTED OF COUNCIL: Authorize the Mayor to execute a professional services agreement with American Forest Management Inc. to provide on-call Arborist services.

SUMMARY/BACKGROUND: The City manages several thousand trees throughout the community in Parks and public facility sites, roadsides, native growth protection areas, and around storm facilities. Each year, the City investigates dozens of trees during site visits or in response to a citizen concern. In some cases Arborist services are needed to assess the condition of the tree and to make recommendations. Typically the main focus of this service is to perform a risk assessment with a recommendation to remove or retain a tree and if retained, a recommendation on possible treatment for a tree's health.

Frequently the largest need for an Arborist's service is during the fall and winter months when wind storms occur. During the rest of the year, typically the need is associated with Parks and roadsides. This on-call Arborist service will allow for City staff to get an Arborist to a site quickly to address immediate needs. For non-immediate needs, the City would have this service without having to go out for qualification each time a service is needed, saving staff time and legal cost.

In November 2014 the City made a request for qualifications for On-Call Certified Arborist Services. Three firms responded and all were interviewed and evaluated. As required by the State Law the best qualified firm as determined by the City was selected. American Forest Management Inc. is the recommended firm because they had the capacity to respond to immediate needs, strong background working with local agencies, thorough understanding of the issues faced with Native Growth Protection areas, and strength in understanding risk assessment.

The proposed service agreement is for two years and set at an amount of \$10,000. Each time a service call on this agreement is made, a fee is developed and charged against the \$10,000. If in the event that the charges deplete the \$10,000 and continued services are anticipated within the term of the contract, staff will request of the Council additional authorization for funds through a supplemental agreement.

APPLICABLE CITY POLICIES:

BUDGET IMPACT: \$10,000 allocation of funds from Street and Storm

ATTACHMENTS:

- ▶ Exhibit A: Professional Service Agreement

EXHIBIT A

PROFESSIONAL SERVICES AGREEMENT BETWEEN CITY OF LAKE STEVENS AND AMERICAN FOREST MANAGEMENT, INC. FOR CONSULTANT SERVICES

THIS AGREEMENT (“Agreement”) is made and entered into by and between the City of Lake Stevens, a Washington State municipal corporation (“City”) and American Forest Management, Inc., a Washington corporation, (“Consultant”), licensed to do business in the State of Washington.

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

1. PURPOSE

The purpose of this Agreement is to provide the City with consultant services regarding On-Call Arborist Service for the Assessment of Dangerous Trees as described in Article II. The general terms and conditions of the relationship between the City and the Consultant are specified in this Agreement.

2. SCOPE OF SERVICES

The Scope of Services is attached hereto as **Exhibit “A”** and incorporated herein by this reference (“Scope of Services”). All services and materials necessary to accomplish the tasks outlined in the Scope of Services shall be provided by the Consultant unless noted otherwise in the Scope of Services or this Agreement. All such services shall be provided in accordance with the standards of the Consultant’s profession.

3. OBLIGATIONS OF THE CONSULTANT

3.1 **MINOR CHANGES IN SCOPE.** The Consultant shall accept minor changes, amendments, or revision in the detail of the Scope of Services as may be required by the City when such changes will not have any impact on the service costs or proposed delivery schedule. Extra work, if any, involving substantial changes and/or changes in cost or schedules will be addressed as follows:

Extra Work. The City may desire to have the Consultant perform work or render services in connection with each project in addition to or other than work provided for by the expressed intent of the Scope of Services in the scope of services. Such work will be considered as extra work and will be specified in a written supplement to the scope of services, to be signed by both parties, which will set forth the nature and the scope thereof. All proposals for extra work or services shall be prepared by the Consultant at no cost to the City. Work under a supplemental agreement shall not proceed until executed in writing by the parties.

3.2 **WORK PRODUCT AND DOCUMENTS.** The work product and all documents produced under this Agreement shall be furnished by the Consultant to the City, and upon completion of the work shall become the property of the City, except that the Consultant may retain one copy of the work product and documents for its records. The Consultant will be responsible for the accuracy of the work, even though the work has been accepted by the City.

In the event that the Consultant shall default on this Agreement or in the event that this Agreement shall be terminated prior to its completion as herein provided, all work product of the Consultant, along with a summary of work as of the date of default or termination, shall become the property of the City. Upon request, the Consultant shall tender the work product and summary to the City. Tender of said work product shall be a prerequisite to final payment under this Agreement. The summary of work done shall be prepared at no additional cost to the City.

Consultant will not be held liable for reuse of documents produced under this Agreement or modifications thereof for any purpose other than those authorized under this Agreement without the written authorization of Consultant.

3.3 **TERM.** The term of this Agreement shall commence on upon Notice to Proceed and shall terminate at midnight, 12/31/2016. The parties may extend the term of this Agreement by written mutual consent.

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

3.5 **EMPLOYMENT.**

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

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

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

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

In the event the Consultant indicates “no”, but an employee in fact was a retiree of a Washington State retirement system, and because of the misrepresentation the City is required to defend a claim by the Washington State retirement system, or to make contributions for or on account of the employee, or reimbursement to the Washington State retirement system for benefits paid, Consultant hereby agrees to save, indemnify, defend and hold City harmless from and against all expenses and costs, including reasonable attorney’s fees incurred in defending the claim of the Washington State retirement system and from all contributions paid or required to be paid, and for all reimbursement required to the Washington State retirement system. In the event Consultant affirms that an employee providing work has ever retired from a Washington State retirement system, said employee shall be identified by Consultant, and such retirees shall provide City with all information required by City to report the employment with Consultant to the Department of Retirement Services of the State of Washington.

3.6 INDEMNITY.

a. **Indemnification / Hold Harmless.** Consultant shall defend, indemnify and hold the City, its officers, officials, employees and volunteers harmless from any and all claims, injuries, damages, losses or suits including attorney fees, arising out of or resulting from the acts, errors or omissions of the Consultant in performance of this Agreement, except for injuries and damages caused by the sole negligence of the City.

b. Should a court of competent jurisdiction determine that this Agreement is subject to RCW 4.24.115, then, in the event of liability for damages arising out of bodily injury to persons or damages to property caused by or resulting from the concurrent negligence of the Consultant and the City, its officers, officials, employees, and volunteers, the Consultant's liability, including the duty and cost to defend, hereunder shall be only to the extent of the Consultant's negligence.

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

d. For the purposes of the indemnity contained in subpart “A” of this paragraph 3.6, Consultant hereby knowingly, intentionally, and voluntarily waives the immunity of the Industrial Insurance Act, Title 51 RCW, solely for the purposes of this indemnification. This waiver has been mutually negotiated by the parties.

_____ (initials) _____ (initials)

3.7 INSURANCE.

a. **Minimum Limits of Insurance.** The Consultant shall procure, and maintain for the duration of the Agreement, insurance against claims for injuries to persons or damage to property which may arise from or in connection with the performance of the work and services hereunder by the Consultant, its agents, representatives, employees or subcontractors. The Consultant shall, before commencing work under this agreement, file with the City certificates of insurance coverage and the policy endorsement to be kept in force continuously during this Agreement, in a form acceptable to the City. Said certificates and policy endorsement shall name the City, its officers, elected officials, agents and/or employees as an additional named insured with respect to all coverages except professional liability insurance and workers' compensation.

b. **Minimum Scope of Insurance – Consultant shall obtain insurance of the types described below:**

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

(2). Commercial General Liability insurance shall be written on ISO occurrence form CG 00 01 and shall cover liability arising from premises, operations, independent contractors and personal injury and advertising injury. The City shall be named as an insured under the Consultant's Commercial General Liability insurance policy with respect to the work performed for the City.

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

(4). Professional Liability insurance appropriate to the Consultant's profession.

c. **The minimum insurance limits shall be as follows:**

(1) Comprehensive General Liability. \$1,000,000 combined single limit per occurrence for bodily injury personal injury and property damage; \$2,000,000 general aggregate.

(2) Automobile Liability. \$1,000,000 combined single limit per accident for bodily injury and property damage.

(3) Workers' Compensation. Workers' compensation limits as required by the Workers' Compensation Act of Washington.

(4) Professional Liability/Consultant's Errors and Omissions Liability.
\$1,000,000 per claim and \$1,000,000 as an annual aggregate.

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

e. **Acceptability of Insurers.** Insurance to be provided by Consultant shall be with a current A.M. Bests rating of no less than A:VII, or if not rated by Bests, with minimum surpluses the equivalent of Bests' VII rating.

f. **Verification of Coverage.** In signing this agreement, the Consultant is acknowledging and representing that required insurance is active and current. Consultant shall furnish the City with original certificates and a copy of the amendatory endorsements, including but not necessarily limited to the additional insured endorsement, evidencing the insurance requirements of the Consultant before commencement of the work. Further, throughout the term of this Agreement, the Consultant shall provide the City with proof of insurance upon request by the City.

g. **Insurance shall be Primary.** The Consultant's insurance coverage shall be primary insurance as respect the City. Any insurance, self-insurance, or insurance pool coverage maintained by the City shall be excess of the Consultant's insurance and shall not contribute with it.

h. **No Limitation.** Consultant's maintenance of insurance as required by this Agreement shall not be construed to limit the liability of the Consultant to the coverage provided by such insurance or otherwise limit the recourse to any remedy available at law or in equity.

i. **Claims-made Basis.** Unless approved by the City all insurance policies shall be written on an "Occurrence" policy as opposed to a "Claims-made" policy. The City may require an extended reporting endorsement on any approved "Claims-made" policy.

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

3.8 DISCRIMINATION PROHIBITED AND COMPLIANCE WITH EQUAL OPPORTUNITY LEGISLATION. The Consultant agrees to comply with equal opportunity employment and not to discriminate against client, employee, or applicant for employment or for services because of race, creed, color, religion, national origin, marital status, sex, sexual orientation, age or handicap except for a bona fide occupational qualification with regard, but not

limited to, the following: employment upgrading; demotion or transfer; recruitment or any recruitment advertising; layoff or terminations; rates of pay or other forms of compensation; selection for training, rendition of services. The Consultant further agrees to maintain (as appropriate) notices, posted in conspicuous places, setting forth the provisions of this nondiscrimination clause. The Consultant understands and agrees that if it violates this nondiscrimination provision, this Agreement may be terminated by the City, and further that the Consultant will be barred from performing any services for the City now or in the future, unless a showing is made satisfactory to the City that discriminatory practices have been terminated and that recurrence of such action is unlikely.

3.9 UNFAIR EMPLOYMENT PRACTICES. During the performance of this Agreement, the Consultant agrees to comply with RCW 49.60.180, prohibiting unfair employment practices.

3.10 LEGAL RELATIONS. The Consultant shall comply with all federal, state and local laws and ordinances applicable to work to be done under this Agreement. The Consultant represents that the firm and all employees assigned to work on any City project are in full compliance with the statutes of the State of Washington governing activities to be performed and that all personnel to be assigned to the work required under this Agreement are fully qualified-and properly licensed to perform the work to which they will be assigned. This Agreement shall be interpreted and construed in accordance with the laws of Washington. Venue for any litigation commenced relating to this Agreement shall be in Snohomish County Superior Court.

3.11 INDEPENDENT CONTRACTOR.

a. The Consultant and the City understand and expressly agree that the Consultant is an independent contractor in the performance of each and every part of this Agreement. The Consultant expressly represents, warrants and agrees that his status as an independent contractor in the performance of the work and services required under this Agreement is consistent with and meets the six-part independent contractor test set forth in RCW 51.08.195 or as hereafter amended. The Consultant, as an independent contractor, assumes the entire responsibility for carrying out and accomplishing the services required under this Agreement. The Consultant shall make no claim of City employment nor shall claim any related employment benefits, social security, and/or retirement benefits.

b. The Consultant shall be solely responsible for paying all taxes, deductions, and assessments, including but not limited to federal income tax, FICA, social security tax, assessments for unemployment and industrial injury, and other deductions from income which may be required by law or assessed against either party as a result of this Agreement. In the event the City is assessed a tax or assessment as a result of this Agreement, the Consultant shall pay the same before it becomes due.

c. The City may, during the term of this Agreement, engage other independent contractors to perform the same or similar work that the Consultant performs hereunder.

d. Prior to commencement of work, the Consultant shall obtain a business license from the City.

3.12 **CONFLICTS OF INTEREST.** The Consultant agrees to and shall notify the City of any potential conflicts of interest in Consultant's client base and shall obtain written permission from the City prior to providing services to third parties where a conflict or potential conflict of interest is apparent. If the City determines in its sole discretion that a conflict is irreconcilable, the City reserves the right to terminate this Agreement.

3.13 **CITY CONFIDENCES.** The Consultant agrees to and will keep in strict confidence, and will not disclose, communicate or advertise to third parties without specific prior written consent from the City in each instance, the confidences of the City or any information regarding the City or services provided to the City.

3.14 **SUBCONTRACTORS/SUBCONSULTANTS.**

a. The Consultant is responsible for all work performed by subcontractors/subconsultants pursuant to the terms of this Agreement.

b. The Consultant must verify that any subcontractors/subconsultants they directly hire meet the responsibility criteria for the project. Verification that a subcontractor/subconsultant has proper license and bonding, if required by statute, must be included in the verification process. The Consultant will use the following Subcontractors/Subconsultants or as set forth in Exhibit (Not Applicable):

c. The Consultant may not substitute or add subcontractors/subconsultants without the written approval of the City.

d. All Subcontractors/Subconsultants shall have the same insurance coverages and limits as set forth in this Agreement and the Consultant shall provide verification of said insurance coverage.

4. OBLIGATIONS OF THE CITY

4.1 PAYMENTS.

a. The Consultant shall be paid by the City for services rendered under this Agreement as described in the Scope of Services and as provided in this section. In no event shall the compensation paid to Consultant under this Agreement exceed \$10,000.00 without the written agreement of the Consultant and the City. Such payment shall be full compensation for work performed and services rendered and for all labor, materials, supplies, equipment and incidentals necessary to complete the work. In the event the City elects to expand the scope of services from that set forth in Exhibit A, the City shall pay Consultant a mutually agreed amount.

b. The Consultant shall submit a monthly invoice to the City for services performed in the previous calendar month in a format acceptable to the Cities. The Consultant shall maintain time and expense records and provide them to the Cities upon request.

4.2 **CITY APPROVAL.** Notwithstanding the Consultant's status as an independent contractor, results of the work performed pursuant to this Agreement must meet the approval of the City, which shall not be unreasonably withheld if work has been completed in compliance with the Scope of Services and City requirements.

4.3 **MAINTENANCE/INSPECTION OF RECORDS.** The Consultant shall maintain all books, records, documents and other evidence pertaining to the costs and expenses allowable under this Agreement in accordance with generally accepted accounting practices. All such books and records required to be maintained by this Agreement shall be subject to inspection and audit by representatives of the City and/or the Washington State Auditor at all reasonable times, and the Consultant shall afford the proper facilities for such inspection and audit. Representatives of the City and/or the Washington State Auditor may copy such books, accounts and records where necessary to conduct or document an audit. The Consultant shall preserve and make available all such books of account and records for a period of three (3) years after final payment under this Agreement. In the event that any audit or inspection identifies any discrepancy in such financial records, the Consultant shall provide the City with appropriate clarification and/or financial adjustments within thirty (30) calendar days of notification of the discrepancy.

5. GENERAL

5.1 **NOTICES.** Notices by the City to Consultant and by the Consultant to the City shall be sent to the following address:

City of Lake Stevens
Attn: City Clerk
1812 Main Street
Post Office Box 257
Lake Stevens, WA 98258

American Forest Management, Inc.
Attn: Tom Hanson
11415 NE 128th Street, Suite 110
Kirkland, WA 98034

Receipt of any notice shall be deemed effective three (3) days after deposit of written notice in the U.S. mail with proper postage and address.

5.2 **TERMINATION.** The right is reserved by the City to terminate this Agreement in whole or in part at any time upon ten (10) calendar days' written notice to the Consultant.

If this Agreement is terminated in its entirety by the City for its convenience, the City shall pay the Consultant for satisfactory services performed through the date of termination in accordance with payment provisions of Section VI.1.

5.3 **DISPUTES.** The parties agree that, following reasonable attempts at negotiation and compromise, any unresolved dispute arising under this Agreement may be resolved by a

mutually agreed-upon alternative dispute resolution of arbitration or mediation.

5.4 **EXTENT OF AGREEMENT/MODIFICATION.** This Agreement, together with attachments or addenda, represents the entire and integrated Agreement between the parties and supersedes all prior negotiations, representations, or agreements, either written or oral. This Agreement may be amended, modified or added to only by written instrument properly signed by both parties.

5.5 **SEVERABILITY**

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

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

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

5.7 **FAIR MEANING.** The terms of this Agreement shall be given their fair meaning and shall not be construed in favor of or against either party hereto because of authorship. This Agreement shall be deemed to have been drafted by both of the parties.

5.8 **GOVERNING LAW.** This Agreement shall be governed by and construed in accordance with the laws of the State of Washington.

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

5.10 **COUNTERPARTS.** 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.

5.11 **AUTHORITY TO BIND PARTIES AND ENTER INTO AGREEMENT.** The undersigned represent that they have full authority to enter into this Agreement and to bind the parties for and on behalf of the legal entities set forth below.

DATED this _____ day of _____, 2015.

CITY OF LAKE STEVENS

AMERICAN FOREST MANAGEMENT,
INC.

By: _____
Vern Little, Mayor

By: _____

Printed Name and Title

Approved as to Form:

Grant K. Weed, City Attorney

EXHIBIT A
SCOPE OF SERVICES
(Includes Fee Rate Table)

Scope of Service

Arborist Service for Assessment of Dangerous Trees

Revision: 15 Jan 2015

Intent: This is an on-call contract for Arborist Services to perform a hazard assessment on City identified trees within the City of Lake Stevens.

Request for Service: The process for each call for service will follow the procedure described below:

1. City staff will initiate a call for service, identifying a specific area of service (task).
2. The Arborist will make a determination of the level of effort to perform the task and provide the City with a written task scope of service for the specific task.
3. City will review and upon acceptance of the task scope of service, issue to the Arborist a written or verbal followed with a written notice to proceed with the specific task. Written will be an email.
4. The City will make a request for service via an email or phone call

Fee: Each year the Arborist will provide a fee rate table which will be used for the entire year (January through December). If a revised table is not provided by the Arborist, the last Fee table will continue to be used.

Funding Limits: \$10,000 is the accumulative amount of all task scope of services of this contract.

FEE RATE TABLE
Arborist Service for Assessment of Dangerous Trees
 Revision: 15 January 2015

American Forest Management, Inc -- Rate Sheet KIRKSTJan2015
2015

<u>Employee</u>	<u>AFM Accounting Title</u>	<u>Rate</u>
Tom Hanson	Operations Manager	\$ 150.00
Dennis Dart	Region Manager	\$ 135.00
Rich Runyon	District Manager	\$ 110.00
Mike Heaney	Forester III	\$ 87.50
Eric Koenig	Forester I	\$ 75.00
Gus Gerrits	Forester II	\$ 82.50
Kelly Wilkinson	Forester I	\$ 75.00
Amber Iverson	Land Management Accountant	\$ 62.50
Jesse Saunders	Forester III	\$ 87.50
Bob Layton	Sr Forester/Sr Arborist	\$ 87.50
Dan Thomas	Forester II	\$ 82.50
Ted Hitzroth	GIS Analyst	\$ 95.00
Rick Kuykendall	Forester III	\$ 87.50
Emina Jazvin	Office Manager	\$ 50.00
Matt Rourke	Forester III	\$ 87.50
Laura Parker	Forest Management Planner	\$ 102.00
Nate Herring	Biometrician	\$ 102.00
Chris Singleton	Asst Dir Appraisal Services	\$ 150.00
	Forest Technician	\$ 60.00
Mileage		\$ 0.75

Certifications

Employee	CF	ISA	CTRA	RCA	Cert Log	CA RPF	Cert Pest
Tom Hanson	951	PN 426A	763	499			
Dennis Dart	3672						
Bob Layton		PN 2714A	233				
Jesse Saunders		PN 5977A	1463				
Matt Rourke	4042	PN 5925A				2748	
Rich Runyon							
Kyle Galloway							
Brandon Mohler							
Chris Singleton - MAI							
Ted Hitzroth							

Scope of Service

Arborist Service for Assessment of Dangerous Trees

Revision: 15 Jan 2015

Intent: This is an on-call contract for Arborist Services to perform a hazard assessment on City identified trees within the City of Lake Stevens.

Request for Service: The process for each call for service will follow the procedure described below:

5. City staff will initiate a call for service, identifying a specific area of service (task).
6. The Arborist will make a determination of the level of effort to perform the task and provide the City with a written task scope of service for the specific task.
7. City will review and upon acceptance of the task scope of service, issue to the Arborist a written or verbal followed with a written notice to proceed with the specific task. Written will be an email.
8. The City will make a request for service via an email or phone call

Fee: Each year the Arborist will provide a fee rate table which will be used for the entire year (January through December). If a revised table is not provided by the Arborist, the last Fee table will continue to be used.

Funding Limits: \$10,000 is the accumulative amount of all task scope of services of this contract.

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FEE RATE TABLE

Arborist Service for Assessment of Dangerous Trees

Revision: 15 January 2015

**American Forest Management, Inc -- Rate Sheet
 2015**

KIRKSTJan2015

<u>Employee</u>	<u>AFM Accounting Title</u>	<u>Rate</u>
Tom Hanson	Operations Manager	\$ 150.00
Dennis Dart	Region Manager	\$ 135.00
Rich Runyon	District Manager	\$ 110.00
Mike Heaney	Forester III	\$ 87.50
Eric Koenig	Forester I	\$ 75.00
Gus Gerrits	Forester II	\$ 82.50
Kelly Wilkinson	Forester I	\$ 75.00
Amber Iverson	Land Management Accountant	\$ 62.50
Jesse Saunders	Forester III	\$ 87.50
Bob Layton	Sr Forester/Sr Arborist	\$ 87.50
Dan Thomas	Forester II	\$ 82.50
Ted Hitzroth	GIS Analyst	\$ 95.00
Rick Kuykendall	Forester III	\$ 87.50
Emina Jazvin	Office Manager	\$ 50.00
Matt Rourke	Forester III	\$ 87.50
Laura Parker	Forest Management Planner	\$ 102.00
Nate Herring	Biometrician	\$ 102.00
Chris Singleton	Asst Dir Appraisal Services	\$ 150.00
	Forest Technician	\$ 60.00

Mileage \$ 0.75

Certifications

Employee	CF	ISA	CTRA	RCA	Cert Log	CA RPF	Cert Pest
Tom Hanson	951	PN 426A	763	499			
Dennis Dart	3672						
Bob Layton		PN 2714A	233				
Jesse Saunders		PN 5977A	1463				
Matt Rourke	4042	PN 5925A				2748	
Rich Runyon							



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LAKE STEVENS CITY COUNCIL
STAFF REPORT

Council Agenda Date: February 9, 2015

Subject: Lake Stevens Salary Commission Recommendation for Elected Official Salaries

Contact Person/Department: Human Resources Director Steve Edin **Budget Impact:** \$34,800

RECOMMENDATION(S)/ACTION REQUESTED OF COUNCIL:

None

SUMMARY/BACKGROUND:

At its August 25, 2014 meeting, City Council approved Ordinance #914 forming the new Lake Stevens Salary Commission to make adjustments, if needed, to current elected official salaries.

The Salary Commission held three meetings. The first on December 3, 2014, the second on December 17, 2014 and the final meeting on January 28, 2015, which included a public hearing. Information considered at these meetings included a presentation by Director Stevens on the current status of the City's Budget for 2015. Also considered was information regarding elected official salaries from comparable cities to Lake Stevens. The Commissioners also reviewed elected official salary information from comparable cities with similar forms of government. Other information considered included how many meetings the comparable cities mayors and councilmembers attend each month and salary data from similar Snohomish County cities.

On January 28, 2015, a public hearing was held in which no citizens attended. After the hearing was closed, the Salary Commission approved the following recommendation to be effective 30 days after filing their recommendation with the City Clerk (February 28, 2015):

Mayor: \$2,000 per month (\$24,000 annually)

Council Members: \$500 base rate per month; \$75 per meeting rate (Maximum 4 meetings/month).

Director Stevens' budget amendment for your consideration this evening includes a \$34,800 adjustment for this recommendation.

BUDGET IMPACT: \$34,800

ATTACHMENTS:

- ▶ Exhibit A: Lake Stevens Salary Commission Recommendation

City of Lake Stevens
Elected Official Salary Schedule

The following salary schedule is hereby filed with the Lake Stevens City Clerk pursuant to Lake Stevens Municipal Code 2.51.050(b) as a result of the Lake Stevens Salary Commission action of January 28, 2015:

Mayor: \$2,000 per month (\$24,000 annually)

Council Members: \$500 base rate per month; \$75 per meeting rate,
Maximum 4 meetings per month.

Dated this 28th day of January, 2015:



Salary Commission Chairperson



LAKE STEVENS CITY COUNCIL
STAFF REPORT

Council Agenda Date: February 9, 2014

Subject: 2015 Budget Amendment #1

Contact Person/Department: Barb Stevens/ Finance **Budget Impact:** Yes

RECOMMENDATION(S)/ACTION REQUESTED OF COUNCIL:

Review Ordinance No. 929 Amending Budget Ordinance No. 925 and including changes to Salary Range table.

SUMMARY/BACKGROUND:

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

Detailed explanations of the changes requested are described below:

General Fund - 001

The change in beginning fund balance reflects the actual 2014 ending fund balance. The amended expenditures are partly due to items not purchased/paid for in 2014 related to a donation received by the police department (\$2,650). The department received an additional donation for 2015 that was receipted in 2014 (\$10,000) that needs to be budgeted to be spent. Additional changes include an increase to Aquafest Sponsorship (\$1,000) for a Public Announcement system and Clean Air Agency contribution that is more than originally estimated (\$3,672).

The Salary Commission filed a new salary schedule for the Council and Mayor positions on January 28th, 2015 that are estimated to increase the budget \$34,800. This schedule increases the Councilmember base salaries from \$300 to \$500, with an increase per assigned/liaison meeting attended to \$75. The Mayor's salary increases from \$1,200 to \$2,000 per month. These salary changes will take effect 30 days after the filing date by the Salary Commission.

Salary increases for guild members have also been agreed upon that will increase the budget approximately \$33,000. Those changes include a 1% increase for Record Clerks, a 4% increase for Police Officers, and a 3.5% increase for Police Sergeants.

These salary changes are reflected in the amended Salary Range table. Three additional changes have been made to the Salary Range table that include: (1) a correction to the Teamsters' ranges that were increased by the 2% COLA twice. This does not affect the amounts actually paid to the employees as the correct amount was entered into the financial system; (2) updated Seasonal Workers ranges to agree to Teamsters agreement (3) 1% increase to the Police Administrative Supervisor position based on the inclusion of a comparable city position that was previously excluded. This position was "frozen" in the prior year and was reviewed again at the beginning of this year.

The ending fund balance reflects these changes.

Street Fund - 101

The change in beginning fund balance reflects the actual 2014 ending fund balance. The increased expenditures are to roll forward funds from 2014 for the Grade Road Stabilization project. The ending fund balance reflects these changes.

Capital Project Developer Contribution – 301

The change in beginning fund balance reflects the actual 2014 ending fund balance. The expenditures are increased to fund the 20th Street SE Phase II Design and Right of Way Acquisition Consultant Services (\$600,000). The ending fund balance reflects these changes.

REET II - 304

The change in beginning fund balance reflects the actual 2014 ending fund balance. The expenditures are increased to fund a region surface water study near 20th Street (\$18,180). The ending fund balance reflects these changes.

Sidewalk Capital Project Fund – 309

The change in beginning fund balance reflects the actual 2014 ending fund balance. The increased revenues are for TIB grant reimbursement funds related to the N. Davies project. The increased expenditures are the associated costs for the project including local and grant funds. The ending fund balance reflects these changes.

Sewer Fund - 401

The change in beginning fund balance reflects the actual 2014 ending fund balance. The increased expenditure is related to an increase in Surface Water Management fees on properties occupied by the Sewer District. This increase (\$442) is caused by additional impervious surface on the WWTP property. The ending fund balance reflects these changes.

Equipment Fund – Police - 520

The change in beginning fund balance reflects the actual 2014 ending fund balance, which includes unspent funds budgeted in 2014. The increased expenditure is due to the carry forward of budget for authorized vehicle and accessory purchases (\$11,922) that were ordered in 2014, yet were not delivered or invoiced prior to year end. The ending fund balance reflects these changes.

Equipment Fund – Public Works - 530

The change in beginning fund balance reflects the actual 2014 ending fund balance, which includes unspent funds budgeted in 2014. The increased expenditure is due to the carry forward of budget for a 1-ton truck with dump box (\$55,000). This item had been ordered in 2014, yet was not delivered or invoiced prior to year end. The ending fund balance reflects these changes.

Refundable Deposits - 621

The change in beginning fund balance reflects the actual 2014 ending fund balance, which includes unspent funds budgeted in 2014. The decreased expenditures are due are related to the funds released prior to year end 2014 (-\$16,915).

Treasurer's Trust - 633

This fund is a trust fund used to receipt funds to be remitted to outside agencies. The change in beginning fund balance reflects the actual 2014 ending fund balance. The decreased expenditures are related to the funds remitted prior to year end 2014 (-\$6,844).

The following funds are being amended due to changes in beginning and ending fund balances only, which reflect the actual 2014 ending fund balances:

- Contingency Reserve – 002
- Drug Seizure & Forfeiture Fund – 111
- Real Estate Excise Tax I – 303
- Storm & Surface Water Fund – 410
- Unemployment Fund – 501
- Equipment Fund – Computer – 510
- Aerator Replacement Fund – 540

APPLICABLE CITY POLICIES:

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

BUDGET IMPACT:

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

ATTACHMENTS:

- ▶ Exhibit A: Ordinance No. 929
- ▶ Exhibit B: Amended Salary Range Table

**CITY OF LAKE STEVENS
 LAKE STEVENS, WASHINGTON
 ORDINANCE NO. 929**

AN ORDINANCE OF THE CITY OF LAKE STEVENS, WASHINGTON, AMENDING THE 2014 BUDGET AS SET FORTH IN ORDINANCE NO. 925 CONCERNING FUND BALANCES AND EXPENDITURES FOR VARIOUS FUND BALANCES FOR THE YEAR 2015.

WHEREAS, the City of Lake Stevens adopted the 2015 budget pursuant to Ordinance No. 925; and

WHEREAS, the City of Lake Stevens will incur expenditures in categories and amounts other than anticipated in the adopted 2015 budget; and

WHEREAS, pursuant to RCW 36.70A.130(2)(a)(iv) the City intends to adopt the Lake Stevens School District Capital Facilities Plan concurrently with the adoption of this budget amending ordinance;

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

SECTION 1. The 2015 budget, as adopted in Ordinance No. 925, is hereby amended as follows:

<i>Fund</i>	<i>Description</i>	<i>Current Budget</i>	<i>Amended Budget</i>	<i>Amount of Inc/(Dec)</i>	<i>ExpRev</i>
001 - General	Beginning Fund Balance	\$6,877,194	\$7,133,787	\$256,593	BegBal.
001 - General	Expenditures	\$9,428,765	\$9,513,887	\$85,122	Exp.
001 - General	Ending Fund Balance	\$6,674,072	\$6,845,543	\$171,471	EndBal.
002 - General Reserve	Beginning Fund Balance	\$2,602,192	\$2,602,157	(\$35)	BegBal.
002 - General Reserve	Ending Fund Balance	\$3,397,242	\$3,397,207	(\$35)	EndBal.
101 - Street	Beginning Fund Balance	\$3,417,511	\$3,454,204	\$36,693	BegBal.
101 - Street	Expenditures	\$2,132,956	\$2,232,956	\$100,000	Exp.
101 - Street	Ending Fund Balance	\$3,440,006	\$3,376,699	(\$63,307)	EndBal.
111 - Drug Seizure & Forfeiture	Beginning Fund Balance	\$31,091	\$32,866	\$1,775	BegBal.
111 - Drug Seizure & Forfeiture	Ending Fund Balance	\$33,096	\$34,871	\$1,775	EndBal.
301 - Cap. Proj - Dev. Contrib.	Beginning Fund Balance	\$3,627,182	\$3,617,169	(\$10,013)	BegBal.
301 - Cap. Proj - Dev. Contrib.	Expenditures	\$190,388	\$790,388	\$600,000	Exp.
301 - Cap. Proj - Dev. Contrib.	Ending Fund Balance	\$3,751,294	\$3,141,281	(\$610,013)	EndBal.
303 - Cap. Imp. - REET I	Beginning Fund Balance	\$941,185	\$966,786	\$25,601	BegBal.
303 - Cap. Imp. - REET I	Ending Fund Balance	\$532,823	\$558,424	\$25,601	EndBal.
304 - Cap. Imp. - REET II	Beginning Fund Balance	\$1,970,482	\$1,995,882	\$25,400	BegBal.
304 - Cap. Imp. - REET II	Expenditures	\$74,164	\$92,344	\$18,180	Exp.
304 - Cap. Imp. - REET II	Ending Fund Balance	\$2,297,318	\$2,304,538	\$7,220	EndBal.
309 - Sidewalk Capital Projects	Beginning Fund Balance	\$507,540	\$507,542	\$2	BegBal.
309 - Sidewalk Capital Projects	Revenues	\$500	\$310,500	\$310,000	Rev.
309 - Sidewalk Capital Projects	Expenditures	\$223,000	\$533,446	\$310,446	Exp.
309 - Sidewalk Capital Projects	Ending Fund Balance	\$285,040	\$284,596	(\$444)	EndBal.
401 - Sewer	Beginning Fund Balance	\$268,834	\$267,426	(\$1,408)	BegBal.
401 - Sewer	Expenditures	\$1,388,226	\$1,388,668	\$442	Exp.
401 - Sewer	Ending Fund Balance	\$268,299	\$266,449	(\$1,850)	EndBal.

410 - Storm & Surface Water	Beginning Fund Balance	\$1,616,472	\$1,569,469	(\$47,003)	BegBal.
410 - Storm & Surface Water	Ending Fund Balance	\$1,660,200	\$1,613,197	(\$47,003)	EndBal.
501 - Unemployment Fund	Beginning Fund Balance	\$107,743	\$109,747	\$2,004	BegBal.
501 - Unemployment Fund	Ending Fund Balance	\$77,743	\$79,747	\$2,004	EndBal.
510 - Equip Fund - Computer	Beginning Fund Balance	\$89,544	\$90,258	\$714	BegBal.
510 - Equip Fund - Computer	Ending Fund Balance	\$64,378	\$65,092	\$714	EndBal.
520 - Equip Fund - Police	Beginning Fund Balance	\$252,604	\$262,474	\$9,870	BegBal.
520 - Equip Fund - Police	Expenditures	\$120,000	\$131,922	\$11,922	Exp.
520 - Equip Fund - Police	Ending Fund Balance	\$341,004	\$338,952	(\$2,052)	EndBal.
530 - Equip Fund - PW	Beginning Fund Balance	\$221,352	\$276,353	\$55,001	BegBal.
530 - Equip Fund - PW	Expenditures	\$215,400	\$270,400	\$55,000	Exp.
530 - Equip Fund - PW	Ending Fund Balance	\$162,177	\$162,178	\$1	EndBal.
540 - Aerator Replacement	Beginning Fund Balance	\$109,159	\$109,147	(\$12)	BegBal.
540 - Aerator Replacement	Ending Fund Balance	\$119,334	\$119,322	(\$12)	EndBal.
621 - Refundable Deposits	Beginning Fund Balance	\$19,036	\$2,121	(\$16,915)	BegBal.
621 - Refundable Deposits	Expenditures	\$69,036	\$52,121	(\$16,915)	Exp.
633 - Treasurer's Trust	Beginning Fund Balance	\$6,957	\$113	(\$6,844)	BegBal.
633 - Treasurer's Trust	Expenditures	\$206,957	\$200,113	(\$6,844)	Exp.

SECTION 2. Except as set forth above, all other provisions of Ordinance 925 shall remain in full force, unchanged.

SECTION 3. The Lake Stevens School District Capital Facility Plan as adopted by Ordinance No. 927 is hereby recognized as adopted concurrently with the adoption of this budget amending ordinance.

SECTION 4. Effective Date and Publication. A summary of this ordinance consisting of its title shall be published in the official newspaper of the City. This ordinance shall take effect and be in force five (5) days after the date of publication.

PASSED by the City Council of the City of Lake Stevens this 23rd day of February, 2015.

Vern Little, Mayor

ATTEST/AUTHENTICATION:

Barb Stevens, Finance Director/City Clerk

APPROVED AS TO FORM:

Presented: February 9, 2015
 Final Reading: February 23, 2015
 Published:
 Effective:

Grant Weed, City Attorney

EXHIBIT B
City of Lake Stevens
Budget Amendment

Job Classification	A	B	C	D	E	F	G
Receptionist/Cashier	2,997	3,131	3,266	3,402	3,536	3,671	3,806
Permit Specialist	3,841	4,018	4,195	4,372	4,548	4,726	4,902
Administrative Assistant	3,972	4,139	4,305	4,473	4,640	4,807	4,974
Building Inspector/Code Enforcement	4,705	4,914	5,122	5,332	5,541	5,749	5,958
Accountant	4,987	5,196	5,404	5,613	5,821	6,030	6,238
Engineering Technician	4,570	4,773	4,976	5,179	5,381	5,583	5,786
IT Specialist	4,232	4,401	4,571	4,741	4,910	5,080	5,249
Deputy Clerk	4,527	4,716	4,906	5,096	5,286	5,475	5,665
Associate Planner	4,772	5,033	5,293	5,554	5,814	6,075	6,335
Council	-	-	-	-	-	-	800
Mayor	-	-	-	-	-	-	2,000
Police Admin. Supervisor	4,987	5,166	5,348	5,537	5,735	5,939	6,144
Civil Engineer	5,534	5,753	5,972	6,191	6,411	6,630	6,849
Public Works Superintendent	5,650	5,906	6,162	6,419	6,675	6,931	7,187
Senior Planner	5,741	5,993	6,243	6,495	6,746	6,998	7,249
Senor Planning Lead	5,884	6,142	6,399	6,658	6,915	7,174	7,431
Building Official	6,450	6,711	6,970	7,229	7,488	7,747	8,007
Economic Development Coordinator	6,667	6,944	7,222	7,500	7,779	8,056	8,333
Human Resources Director	6,407	6,669	6,931	7,194	7,456	7,718	7,980
IT Manager	6,672	6,937	7,201	7,466	7,732	7,996	8,261
Police Lieutenant	6,964	7,189	7,414	7,640	7,864	8,090	8,315
Police Commander	7,538	7,785	8,030	8,277	8,523	8,770	9,016
Planning Director	8,422	8,781	9,139	9,498	9,856	10,215	10,573
Finance Director	8,468	8,830	9,191	9,553	9,914	10,277	10,638
Public Works Director	8,481	8,842	9,202	9,564	9,924	10,285	10,645
Police Chief	8,757	9,088	9,420	9,752	10,084	10,415	10,747
City Administrator	11,157	11,380	11,603	11,826	12,049	12,272	12,495
Crew Leader	4,912	5,091	5,273	5,463	5,660	5,864	6,067
Police Officer	5,000	5,192	5,389	5,592	5,804	6,026	6,263
Records Clerk	3,536	3,677	3,824	3,977	4,137	4,303	4,478
Police Sergeant	6,575	6,745	6,921	7,100	7,285	7,475	7,667
Crew Worker I	3,402	3,535	3,674	3,817	3,966	4,120	4,272
Crew Worker II	4,203	4,350	4,504	4,662	4,824	4,993	5,171
Seasonal	2,040	2,082	2,122	2,163	2,203	2,245	2,285