

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

Tuesday, December 8, 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:

RECOGNITION

A	Mayor Vern Little	Councilmember Spencer
B	Councilmember Suzanne Quigley	
C	Outgoing Commissioners/Board Members	Mayor

OATHS OF OFFICE

A	New Mayor: John Spencer	City Clerk/or Notary Public
B	Councilmembers Todd Welch, Kurt Hilt and Rauchel McDaniel	

BRIEF RECEPTION

GUEST BUSINESS:

**CITY DEPARTMENT
REPORT**

CONSENT AGENDA:

*A	Approve 2015 Vouchers	Barb
*B	Approve November 24, 2015 Council Regular Meeting Minutes	Barb
*C	Award Bid for Annual HVAC Services and Authorize Mayor to Enter into Professional Services Agreement with Right On Heating	Mick

PUBLIC HEARING: HUR Code Amendment

*A	Reopen Public Hearing for Limited Purpose of Accepting Comment Letter into Record	Russ
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PUBLIC HEARINGS: PUBLIC HEARING FORMAT:
1. Open Public Hearing
2. Staff presentation

Lake Stevens City Council Regular Meeting Agenda

December 8, 2015

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 | Public Hearing re Marijuana Moratorium | Russ |
| *B | Public Hearing and Approval of Resolution 2015-17 Amending Six Year Transportation Improvement Plan | Mick |

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|----------------------|----|---------------------------------------------|-------|
| ACTION ITEMS: | *A | Boards and Commissions Appointments | Mayor |
| | *B | Approve 2016 On Call Contract for Surveying | Adam |

- | | | | |
|--------------------------|----|-------------------------------------|------|
| DISCUSSION ITEMS: | *A | Grade Road Embankment Status Update | Mick |
|--------------------------|----|-------------------------------------|------|

COUNCIL PERSON'S BUSINESS

MAYOR'S BUSINESS

EXECUTIVE SESSION

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

CITY DEPARTMENT REPORT DECEMBER 8, 2015 CITY COUNCIL MEETING

Executive Department

- Mayor Little and Mayor Elect Spencer have been meeting to ensure a smooth transition as January approaches.
- Interim City Administrator Swenson has met with current and newly elected City Councilmembers (there is one meeting remaining that is scheduled for Wednesday, December 9th). One-on-one meetings with Department Directors have also taken place.
- Teamster negotiations have been going well and details of a contract extension are being worked out. It is anticipated that this will be before the City Council in January, 2016.
- A City Council retreat is tentatively scheduled for January 29th and 30th in La Conner. Councilmembers will be contacted so they can provide input on the agenda.

Finance/City Clerk

- The Washington State Auditor's Office continues to be working on site. As previously reported, this audit includes the 2013 and 2014 Financial Statement Audits as well as the 2015 Accountability Audit.

Planning Department

- **Planning and Building**: Planning and Community Development continues to be busy with land use applications including short plats, plats, conditional use permits, etc., building permits and records requests. There are 58 building permits under review. Twenty-six building permits were issued in the last 30 days. Planning staff is also working through a backlog of code enforcement cases. Staff interviewed candidates for the vacant building official position, Planning Commissioner and Design Review Board Member.
- **Long Range Planning**: Staff brought work plans for the marijuana regulations and the critical areas code amendments to the Planning Commission on December 2. The Park Board will meet on December 14.
- **Economic Development**: More than 800 people took part in the 2nd Annual Biggest Run/Walk. The 5k run and kids' one-mile run were hosted by Jordan Alicandro, Season 16 Home Winner. Economic impact: \$73,810. The Economic Development Coordinator continues to work on business retention and expansion opportunities.

Police Department

- A conditional offer of employment was given to an entry level police officer candidate to replace the position vacated by an officer who lateraled to King County. The background is currently scheduled to start this week and if the candidate is successful through the entire process, we would look at a mid to late January 2016 final offer.
- The administrative staff is developing the 2016 work plan to coordinate the hiring and implementation of the adopted 2016 budget. It will be a very busy year for the department and the organization is excited for the new opportunities that will be offered.

Public Works Department

- 99th Avenue SE culvert crossing – Recently Dick Todd notified the City of a concern about a culvert not flowing properly crossing 99th Avenue SE near his home. Staff investigated this, including checking Snohomish County past records, and found that this pipe has separated joints and a valley. The pipe is still flowing water through it but will need replacement. Doing this work is a concern for water quality during the wet season so the pipe is being scheduled for replacement in the late spring/summer.
- North Davies Sidewalk – There is only one overhead utility pole still needed to be removed before the project can be completed. Staff has been in contact with this utility company and they have it scheduled to be removed in December. With weather permitting, the last panel of sidewalk is expected to be installed by the end of January. The remaining pole does not restrict usage by pedestrians.
- 26th Street NE icing conditions – During this last cold snap, an icing condition was observed on 26th Street NE just north of the middle school. From a site investigation, this is believed to be the result of ground water springs seeping through the pavement and curbing. The City plans to install interceptor drainage to capture and eliminate this condition.

Human Resources

- Officer Brandon Fiske will be starting with our department on December 16th 2016. He is a lateral police officer that comes to our organization from the Olympia Police Department. He will be starting his Field Training Program which will last approximately eight weeks. Officer Fiske will be formally introduced to the City Council and staff in January 2016.

**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	12/1/2015	\$170,607.37
Payroll Checks	39468-39469	\$4,149.68
Tax Deposit(s)	12/1/2015	\$72,781.86
Electronic Funds Transfers	ACH	\$167,669.91
Claims	39470-39542	\$154,737.08
Void Checks		
Total Vouchers Approved:		\$569,945.90

This 8th day of December 2015:

 Mayor

 Councilmember

 Finance Director

 Councilmember

 Councilmember

 Councilmember



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Checks to be Approved for 11/25/2015 to 12/8/2015

Name	Ck #	Date	Invoice #	Account #	Account Desc	Item Desc	Check Total	
3M	39470						Check Total	\$401.62
		12/8/2015	94950025	001-008-521-20-31-01	LE-Operating Costs	Sound measuring instrument recalabration	\$401.62	
Ace Hardware	39471						Check Total	\$350.41
		12/8/2015	48555	101-016-544-90-31-02	ST-Operating Cost	Paint & Sand paper	\$31.75	
				410-016-531-10-31-02	SW-Operating Costs	Paint & Sand paper	\$31.75	
		48584	101-016-544-90-31-02	ST-Operating Cost	Ramps	\$22.80		
			410-016-531-10-31-02	SW-Operating Costs	Ramps	\$22.80		
		48661	101-016-544-90-31-02	ST-Operating Cost	Chain saw chains	\$81.43		
		48693	101-016-544-90-31-02	ST-Operating Cost	Styrofoam Faucet cover	\$16.21		
			410-016-531-10-31-02	SW-Operating Costs	Styrofoam Faucet cover	\$16.21		
		48701	001-008-521-20-31-01	LE-Operating Costs	Motor oil for PT55	\$5.96		
		48728	001-013-518-20-31-00	GG-Operating	Halogen bulbs at City hall annex	\$10.85		
		48795	001-010-576-80-31-00	PK-Operating Costs	Chain/stickers/rubber bands/ziplock bags	\$24.25		
			101-016-544-90-31-02	ST-Operating Cost	Chain/stickers/rubber bands/ziplock bags	\$24.25		
			410-016-531-10-31-02	SW-Operating Costs	Chain/stickers/rubber bands/ziplock bags	\$24.24		
		48812	001-010-576-80-31-00	PK-Operating Costs	Straps/Bolts for PW37	\$21.63		
48813	001-012-572-20-31-00	CS-Library-Office & Operating	Light for Library parking lot	\$16.28				
ACES	39472						Check Total	\$329.00
		12/8/2015	11196VM	001-005-517-60-31-00	HR-Safety Program	Safety mtg: After thoughts & regrets	\$75.46	
				101-016-517-60-31-00	ST-Safety Program	Safety mtg: After thoughts & regrets	\$126.77	
				410-016-517-60-31-00	SW-Safety Program	Safety mtg: After thoughts & regrets	\$126.77	
Advantage Building Services	39473						Check Total	\$651.70
		12/8/2015	1962	001-007-558-50-41-00	PL-Professional Servic	Janitorial Services	\$28.75	
				001-007-559-30-41-00	PB-Professional Srv	Janitorial Services	\$28.75	
				001-008-521-20-41-00	LE-Professional Services	Janitorial Services	\$300.00	
				001-010-576-80-41-00	PK-Professional Services	Janitorial Services	\$19.16	
				001-012-575-50-41-00	CS-Community Center - Cleaning	Janitorial Services	\$115.00	
				001-013-518-20-41-00	GG-Professional Service	Janitorial Services	\$156.00	
				101-016-542-30-41-02	ST-Professional Service	Janitorial Services	\$19.17	
				410-016-531-10-41-01	SW-Professional Services	Janitorial Services	\$19.17	
				621-000-386-00-00-00	Retainage -Public Bldg Maint	Retainage-Advantage svcs	(\$34.30)	



Checks to be Approved for 11/25/2015 to 12/8/2015

Name	Ck #	Date	Invoice #	Account #	Account Desc	Item Desc	Check Total	
AFLAC	0						Check Total	\$1,483.77
		12/8/2015	12/01/2015	001-000-284-00-00-00	Payroll Liability Other	Employee paid Insurance Prem	\$1,483.77	
Alexander Printing	39474						Check Total	\$95.55
		12/8/2015	44705	001-007-558-50-31-01	PL-Operating Costs	Business cards - Lucas	\$51.87	
			44823	001-007-558-50-31-01	PL-Operating Costs	Business Cards - Pratschner	\$43.68	
Jennifer Anderson	39475						Check Total	\$832.32
		12/8/2015	Nov 2015	001-000-284-00-00-00	Payroll Liability Other	Section 125 dep care reimb Nov 2015	\$416.16	
			Oct 2015	001-000-284-00-00-00	Payroll Liability Other	Section 125 dep care reimb Oct 2015	\$416.16	
Assoc of Washington Cities EFT	0						Check Total	\$85,322.60
		12/8/2015	11/30/2015	001-000-283-00-00-00	Payroll Liability Medical	Medical Insurance Premium	\$87,510.55	
				001-007-559-30-20-00	PB-Benefits	Medical Insurance Premium-Osterholtz	(\$2,187.79)	
				001-013-518-30-20-00	GG-Benefits	Medical Insurance Premium	(\$0.16)	
Blumenthal Uniforms	39476						Check Total	\$30.34
		12/8/2015	4338536	001-008-521-20-26-00	LE-Clothing	Nametag - Rivers	\$30.34	
Campbells Management Co LLC	39477						Check Total	\$197.94
		12/8/2015	2693	001-008-521-20-43-00	LE-Travel & Meetings	Hotel-WASPC Conference-Lorentzen	\$197.94	
Carquest Auto Parts Store	39478						Check Total	\$103.94
		12/8/2015	2421-230632	001-010-576-80-31-00	PK-Operating Costs	Wiper blades PW13	\$17.35	
			2421-230984	101-016-544-90-31-02	ST-Operating Cost	Crimper/terminal/switch	\$15.97	
				410-016-531-10-31-02	SW-Operating Costs	Crimper/terminal/switch	\$15.98	
			2421-231482	101-016-544-90-31-02	ST-Operating Cost	Ratchet/Master Power Disconnect	\$27.32	
				410-016-531-10-31-02	SW-Operating Costs	Ratchet/Master Power Disconnect	\$27.32	
CDW Government Inc	39479							Check Total
		12/8/2015	BGZ8253	001-008-521-20-31-01	LE-Operating Costs	Array & hard drive for evidence photo storage	\$849.41	
City of Everett	39480						Check Total	\$1,860.00
		12/8/2015	115002901	001-008-554-30-51-00	LE-Environmental-Animal Contro	Animal shelter services - October 2015	\$1,860.00	
Co Op Supply	39481						Check Total	\$316.85
		12/8/2015	610907/4	410-016-531-10-31-02	SW-Operating Costs	Beaver prevention in culvert	\$316.85	
Comcast	39482						Check Total	\$93.96
		12/8/2015	11/15 0810218	001-008-521-20-42-00	LE-Communication	Internet services - N Lakeshore Dr	\$93.96	



Checks to be Approved for 11/25/2015 to 12/8/2015

Name	Ck #	Date	Invoice #	Account #	Account Desc	Item Desc	Check Total		
Comcast	39483	Check Total							\$113.46
		12/8/2015	11/15 0692756	001-008-521-20-42-00	LE-Communication	Internet services - Market Place	\$113.46		
Comdata Corporation	39484	Check Total							\$327.80
		12/8/2015	20236770	001-008-521-20-32-00	LE-Fuel	Fuel	\$327.80		
Cooking Light	39485	Check Total							\$24.00
		12/8/2015	May16-Apr17	001-005-517-90-41-00	HR-Wellness Program	Cooking Light subscription May 2016 - Apr 2017	\$24.00		
Databar Inc	39486	Check Total							\$382.31
		12/8/2015	218666	001-004-514-23-31-00	FI-Office Supplies	2000 Multipurpose check forms	\$382.31		
Dept of Licensing	0	Check Total							\$609.00
		12/8/2015	1389-1424	633-008-586-00-00-00	Gun Permit - State Remittance	Weapon permits	\$609.00		
Dept of Retirement (Deferred Comp)	0	Check Total							\$2,240.00
		12/8/2015	12/01/2015	001-000-282-00-00-00	Payroll Liability Retirement	Employee Portion-State Deferre	\$2,240.00		
Dept of Retirement PERS LEOFF	0	Check Total							\$63,302.40
		12/8/2015	12/01/2015	001-000-282-00-00-00	Payroll Liability Retirement	PERS LEOFF Contributions	\$63,302.40		
Dept of Revenue	0	Check Total							\$8,384.79
		12/8/2015	Nov 2015	001-013-518-90-49-06	GG-Excise Tax	Excise taxes - November 2015	\$152.50		
				410-016-531-10-44-00	SW-Excise Taxes	Excise taxes - November 2015	\$8,232.29		
Dept of Transportation	39487	Check Total							\$1,220.81
		12/8/2015	ATB51116149	101-016-544-20-41-00	ST-Prof Srv - Engineering	20th St SE-Phase 2-Seg 1	\$194.46		
			ATB51116167	101-016-544-20-41-00	ST-Prof Srv - Engineering	Bridge inspection - Lundeen Pkwy	\$1,026.35		
Steven Edin	39488	Check Total							\$105.00
		12/8/2015	11/20/15 req	001-005-517-90-41-00	HR-Wellness Program	Wellness store prizes	\$105.00		
Electronic Federal Tax Pmt System EFTPS	0	Check Total							\$72,781.86
		12/8/2015	12/01/2015	001-000-281-00-00-00	Payroll Liability Taxes	Federal Payroll Taxes	\$72,781.86		
Electronic Business Machines	39489	Check Total							\$472.29
		12/8/2015	AR21214	001-013-518-20-48-00	GG-Repair & Maintenance	Copier maintenance	\$472.29		
Everett Stamp Works	39490	Check Total							\$189.80
		12/8/2015	17099	001-001-511-60-31-00	Legislative - Operating Costs	Nameplate - McDaniel/Hilt	\$36.36		
				001-002-513-11-31-00	AD-Office Supply	Nameplate - Swenson	\$18.18		
				001-007-558-50-31-00	PL-Office Supplies	Nameplate - Wright	\$18.18		
			PL-Office Supplies	Nameplate - Lucas	\$18.19				



Checks to be Approved for 11/25/2015 to 12/8/2015

Name	Ck #	Date	Invoice #	Account #	Account Desc	Item Desc		
Everett Stamp Works	39490	12/8/2015	17126	001-007-558-50-31-00	PL-Office Supplies	Nameplate - Lucas/Oslund	\$25.90	
			17149	001-007-558-50-31-00	PL-Office Supplies	Self inking stamp:Secondary Copy	\$48.66	
				001-008-521-20-31-00	LE-Office Supplies	Self inking stamp:Secondary Copy	\$24.33	
Evergreen State Heat	39491						Check Total	\$407.52
		12/8/2015	29527	001-007-558-50-48-00	PL-Repairs & Maint.	Quarterly HVAC Service Maint	\$50.94	
				001-008-521-20-48-00	LE- Equip Repair & Maintenance	Quarterly HVAC Service Maint	\$101.88	
				001-012-575-50-48-00	CS-Community Center - R & M	Quarterly HVAC Service Maint	\$101.88	
				001-013-518-20-48-00	GG-Repair & Maintenance	Quarterly HVAC Service Maint	\$101.88	
				101-016-542-30-48-00	ST-Repair & Maintenance	Quarterly HVAC Service Maint	\$25.47	
				410-016-531-10-48-00	SW-Repairs & Maintenance	Quarterly HVAC Service Maint	\$25.47	
Feldman and Lee	39492						Check Total	\$9,000.00
		12/8/2015	Nov 2015	001-011-515-91-41-00	LG-General Indigent Defense	Public Defender services Nov 2015	\$9,000.00	
Margaret Fondse	39493						Check Total	\$41.89
		12/8/2015	10/01/15	001-008-521-20-26-00	LE-Clothing	Uniform alterations-Rivers	\$17.41	
			10/15/15	001-008-521-20-26-00	LE-Clothing	Uniform alterations-Shein	\$6.53	
			10/6/15	001-008-521-20-26-00	LE-Clothing	Uniform alterations-Lorentzen	\$17.95	
Frontier	39494						Check Total	\$106.18
		12/8/2015	11/15425334083 5	001-013-518-20-42-00	GG-Communication	Telephone services	\$35.39	
				101-016-543-30-42-00	ST-Communications	Telephone services	\$35.40	
				410-016-531-10-42-00	SW-Communications	Telephone services	\$35.39	
	39495						Check Total	\$57.50
		12/8/2015	11/15425397967 4	101-016-542-64-47-00	ST-Traffic Control -Utility	Traffic control modem	\$57.50	
Glens Rental Sales and Service	39496						Check Total	\$130.32
		12/8/2015	\$6477	001-010-576-80-31-00	PK-Operating Costs	Post Hole digger	\$21.72	
				101-016-544-90-31-02	ST-Operating Cost	Post Hole digger	\$21.72	
				410-016-531-10-31-02	SW-Operating Costs	Post Hole digger	\$21.72	
			\$6478	001-010-576-80-31-00	PK-Operating Costs	Chains	\$21.72	
				101-016-544-90-31-02	ST-Operating Cost	Chains	\$21.72	
				410-016-531-10-31-02	SW-Operating Costs	Chains	\$21.72	
Grainger	39497						Check Total	\$594.18
		12/8/2015	9894328310	001-010-576-80-31-00	PK-Operating Costs	EZ Gate Trailer Tailgate assist	\$166.97	



Checks to be Approved for 11/25/2015 to 12/8/2015

Name	Ck #	Date	Invoice #	Account #	Account Desc	Item Desc		
Grainger	39497	12/8/2015	9894328310	101-016-544-90-31-02	ST-Operating Cost	EZ Gate Trailer Tailgate assist	\$166.98	
				410-016-531-10-31-02	SW-Operating Costs	EZ Gate Trailer Tailgate assist	\$166.98	
			9896601300	101-016-544-90-31-02	ST-Operating Cost	Tape measure	\$12.00	
				410-016-531-10-31-02	SW-Operating Costs	Tape measure	\$12.00	
			9896601318	001-010-576-80-31-00	PK-Operating Costs	Bar & chain oil for chainsaw	\$15.92	
				101-016-544-90-31-02	ST-Operating Cost	Bar & chain oil for chainsaw	\$15.91	
				410-016-531-10-31-02	SW-Operating Costs	Bar & chain oil for chainsaw	\$15.91	
			9896781375	101-016-544-90-31-02	ST-Operating Cost	Safety glasses	\$10.76	
410-016-531-10-31-02	SW-Operating Costs	Safety glasses		\$10.75				
HB Jaeger Co LLC	39498						Check Total	\$750.02
		12/8/2015	166033/1	410-016-531-10-31-02	SW-Operating Costs	Submersible pump & Discharge Hose	\$750.02	
Honey Bucket	39499						Check Total	\$286.00
		12/8/2015	2-1424075	001-012-571-20-45-00	CS-Special Event-Eqp Rent	Honey bucket rental-Biggest Loser Run/walk	\$150.00	
			2-1426441	001-010-576-80-45-00	PK-Equipment Rental	Honey bucket rental-Boat launch	\$136.00	
HWA Geosciences Inc	39500						Check Total	\$9,855.93
		12/8/2015	26215	304-016-594-31-63-00	Capital - SWM Drainage Improve	Prelim Geotechnical review-24th Street SE	\$9,855.93	
Industrial Supply Inc	39501						Check Total	\$279.69
		12/8/2015	568378	101-016-544-90-31-02	ST-Operating Cost	Broom for sweeper	\$139.85	
				410-016-531-10-31-02	SW-Operating Costs	Broom for sweeper	\$139.84	
Integra Telecom Inc	39502						Check Total	\$610.19
		12/8/2015	13435314	001-002-513-11-42-00	AD-Communications	Telephone Service	\$8.97	
				001-003-514-20-42-00	CC-Communications	Telephone Service	\$17.94	
				001-004-514-23-42-00	FI-Communications	Telephone Service	\$17.94	
				001-005-518-10-42-00	HR-Communications	Telephone Service	\$8.97	
				001-006-518-80-42-00	IT-Communications	Telephone Service	\$26.91	
				001-007-558-50-42-00	PL-Communication	Telephone Service	\$58.33	
				001-007-559-30-42-00	PB-Communication	Telephone Service	\$8.97	
				001-008-521-20-42-00	LE-Communication	Telephone Service	\$305.09	
				001-012-575-30-42-00	CS-Historical-Communications	Telephone Service Museum	\$8.97	
				001-012-575-50-42-00	CS-Community Center - Comm	Telephone Service Senior Ctr	\$8.97	
				001-013-518-20-42-00	GG-Communication	Telephone Service	\$35.88	
			101-016-543-30-42-00	ST-Communications	Telephone Service Shop	\$51.63		



Checks to be Approved for 11/25/2015 to 12/8/2015

Name	Ck #	Date	Invoice #	Account #	Account Desc	Item Desc	
Integra Telecom Inc	39502	12/8/2015	13435314	410-016-531-10-42-00	SW-Communications	Telephone Service Shop	\$51.62
Check Total							\$626.27
J Thayer Company	39503	12/8/2015	996116-0	001-013-518-20-31-00	GG-Operating	Compressed air/envelopes/batteries/plastic forks	\$65.58
			996901-0	001-003-514-20-31-00	CC-Office Supply	Business paper	\$21.71
				001-004-514-23-31-00	FI-Office Supplies	Calendar	\$18.34
				001-013-518-20-31-00	GG-Operating	Envelopes/Tape/Notepaper	\$19.43
			996995-0	001-008-521-20-31-00	LE-Office Supplies	Chairmats/Blank cds	\$501.21
Check Total							\$291.86
Kroesen's Uniforms	39504	12/8/2015	29701	001-008-521-20-26-00	LE-Clothing	Uniform items -Rivers	\$291.86
Check Total							\$200.00
Lake Industries LLC	39505	12/8/2015	30334	101-016-544-90-31-02	ST-Operating Cost	Fill Hauled in by the yard	\$20.00
				410-016-531-10-31-02	SW-Operating Costs	Fill Hauled in by the yard	\$20.00
			30357	101-016-544-90-31-02	ST-Operating Cost	Fill Hauled in by the yard	\$20.00
				410-016-531-10-31-02	SW-Operating Costs	Fill Hauled in by the yard	\$20.00
			30370	101-016-544-90-31-02	ST-Operating Cost	Fill Hauled in by the yard	\$60.00
				410-016-531-10-31-02	SW-Operating Costs	Fill Hauled in by the yard	\$60.00
Check Total							\$30.00
Lake Stevens Mini Mart	39506	12/8/2015	9020579	101-016-542-30-32-00	ST-Fuel	Fuel PW46	\$15.00
				410-016-531-10-32-00	SW-Fuel	Fuel PW46	\$15.00
Check Total							\$882.50
Lake Stevens Police Guild	39507	12/8/2015	12/01/15	001-000-284-00-00-00	Payroll Liability Other	Employee Paid Union Dues	\$882.50
		Check Total					
Lake Stevens School District	39508	12/8/2015	1132	001-007-558-50-32-00	PL-Fuel	Fuel	\$5.87
				001-007-559-30-32-00	PB-Fuel	Fuel	\$133.02
				001-013-518-20-32-00	GG-Fuel	Fuel	\$5.86
				101-016-542-30-32-00	ST-Fuel	Fuel	\$845.06
				410-016-531-10-32-00	SW-Fuel	Fuel	\$845.06
		Check Total					
	39509	12/8/2015	1123152	001-001-511-60-45-01	Legislative - Rentals	Council chamber rental October 2015	\$105.00



Checks to be Approved for 11/25/2015 to 12/8/2015

Name	Ck #	Date	Invoice #	Account #	Account Desc	Item Desc	Check Total	
Lowes Companies	39510	12/8/2015	961060	101-016-544-90-31-02	ST-Operating Cost	Treated lumber for trailer repair	\$42.07	Check Total \$105.22
				410-016-531-10-31-02	SW-Operating Costs	Treated lumber for trailer repair	\$42.06	
			961325	101-016-544-90-31-02	ST-Operating Cost	Paint	\$16.59	
			961692	001-012-569-00-31-00	CS-Aging Services-Supplies	Hanger for projection screen at Senior Center	\$4.50	
Morgan Sound Inc	39511	12/8/2015	MSI84403	001-012-573-20-31-00	CS-Arts Commission	Case for Mackie sound board	\$213.51	Check Total \$213.51
MPS55 Inc	39512	12/8/2015	SGN2015-0019	001-000-345-81-00-00	Zoning and Subdivision Fees	Refund sign permit SGN2015-0019	\$150.00	Check Total \$150.00
Nationwide Retirement Solution	0	12/8/2015	12/01/2015	001-000-282-00-00-00	Payroll Liability Retirement	Employee Portion-Nationwide	\$1,250.00	Check Total \$1,250.00
Office of The State Treasurer	39513	12/8/2015	Nov 2015	633-007-586-00-00-02	Building - State Bl	November 2015 State Court Fees	\$81.00	Check Total \$6,696.98
				633-008-586-00-00-03	Public Safety And Ed. 1986	November 2015 State Court Fees	\$3,356.79	
				633-008-586-00-00-04	Public Safety And Education	November 2015 State Court Fees	\$1,836.28	
				633-008-586-00-00-05	Judicial Information System-Ci	November 2015 State Court Fees	\$669.90	
				633-008-586-00-00-08	Trauma Care	November 2015 State Court Fees	\$239.15	
				633-008-586-00-00-09	School Zone Safety	November 2015 State Court Fees	\$9.09	
				633-008-586-00-00-10	Public Safety Ed #3	November 2015 State Court Fees	\$103.08	
				633-008-586-00-00-11	Auto Theft Prevention	November 2015 State Court Fees	\$316.78	
				633-008-586-00-00-12	HWY Safety Act	November 2015 State Court Fees	\$10.86	
				633-008-586-00-00-13	Death Inv Acct	November 2015 State Court Fees	\$11.09	
				633-008-586-00-00-14	WSP Highway Acct	November 2015 State Court Fees	\$62.96	
Orion Safety Products	39514	12/8/2015	249300	001-008-521-20-31-01	LE-Operating Costs	Road Flares	\$614.70	Check Total \$614.70
Outcomes by Levy LLC	39515	12/8/2015	2015-10-LS	001-013-511-20-41-02	GG-Advisory Srv - Lobbying	Legislative Lobbying services-Oct 2015	\$5,286.01	Check Total \$5,286.01
Perteet Engineering Inc	39516	12/8/2015	20110012.011-2	001-007-558-50-41-01	PL-CA-Developer Reimb	LUA2014-84 Sedona Plat	\$1,958.85	Check Total \$1,958.85
Pitney Bowes	39517	12/8/2015	9619164-NV15	001-013-518-20-45-00	GG-Equipment Rental	Postage machine rental	\$113.10	Check Total \$113.10



Checks to be Approved for 11/25/2015 to 12/8/2015

Name	Ck #	Date	Invoice #	Account #	Account Desc	Item Desc	Check Total		
Public Safety Testing Inc	39518						\$1,264.73		
		12/8/2015	PSTI 15-411	001-008-521-20-41-00	LE-Professional Services	Background investigation-New hire Fiske	\$1,264.73		
Republic Services 197	39519						\$361.15		
		12/8/2015	0197-001899319	101-016-542-30-45-00	ST-Rentals-Leases	Dumpster Rental - City Shop	\$7.82		
				101-016-544-90-31-02	ST-Operating Cost	Dumpster services - City Shop	\$172.76		
				410-016-531-10-31-02	SW-Operating Costs	Dumpster services - City Shop	\$172.75		
				410-016-531-10-45-00	SW-Equipment Rental	Dumpster Rental - City Shop	\$7.82		
									\$121.99
		12/8/2015	0197-001899941	001-013-518-20-31-00	GG-Operating	Dumpster services - City Hall	\$106.99		
				001-013-518-20-45-00	GG-Equipment Rental	Dumpster rental - City Hall	\$15.00		
									\$260.33
		12/8/2015	0197-001899142	001-010-576-80-31-00	PK-Operating Costs	Dumpster svcs - Lundeen Park	\$246.84		
		001-010-576-80-45-00	PK-Equipment Rental	Dumpster rental - Lundeen Park	\$13.49				
Safeguard Pest Control Inc	39522						\$203.24		
		12/8/2015	48874	001-007-558-50-48-00	PL-Repairs & Maint.	Pest Control	\$17.50		
				001-007-559-30-48-00	PB-Repair & Maintenance	Pest Control	\$17.49		
				001-013-518-20-48-00	GG-Repair & Maintenance	Pest Control	\$34.97		
				101-016-542-30-48-00	ST-Repair & Maintenance	Pest Control	\$17.50		
				410-016-531-10-48-00	SW-Repairs & Maintenance	Pest Control	\$17.50		
			48924	001-008-521-20-48-00	LE- Equip Repair & Maintenance	Pest Control-N Lakeshore Dr	\$49.14		
			48928	001-008-521-20-48-00	LE- Equip Repair & Maintenance	Pest Control-Grade Rd	\$49.14		
Sirchie Finger Print	39523						\$405.18		
		12/8/2015	0231570-IN	001-008-521-20-31-01	LE-Operating Costs	Fingerprinting supplies-latex gloves	\$405.18		
Snohomish County PUD	39524						\$2,402.93		
		12/8/2015	104365664	101-016-542-63-47-00	ST-Lighting - Utilities	200178218	\$266.99		
			111014655	001-010-576-80-47-00	PK-Utilities	200493443	\$16.14		
			137405356	001-010-576-80-47-00	PK-Utilities	202340527	\$8.30		
				101-016-542-63-47-00	ST-Lighting - Utilities	202340527	\$8.30		
				410-016-531-10-47-00	SW-Utilities	202340527	\$8.30		
			137406324	101-016-542-63-47-00	ST-Lighting - Utilities	202013249	\$96.62		
			144035394	101-016-542-63-47-00	ST-Lighting - Utilities	202988481	\$256.91		



Checks to be Approved for 11/25/2015 to 12/8/2015

Name	Ck #	Date	Invoice #	Account #	Account Desc	Item Desc	
Snohomish County PUD	39524	12/8/2015	147326612	101-016-542-63-47-00	ST-Lighting - Utilities	202342622	\$87.50
			147331609	001-010-576-80-47-00	PK-Utilities	203203245	\$222.39
			150611009	001-010-576-80-47-00	PK-Utilities	203599006	\$147.79
				101-016-543-50-47-00	ST-Utilities	203599006	\$147.79
				410-016-531-10-47-00	SW-Utilities	203599006	\$147.79
			150611134	101-016-542-63-47-00	ST-Lighting - Utilities	203728159	\$58.19
			153859988	001-008-521-50-47-00	LE-Utilities	203033030	\$22.91
			153867569	101-016-542-63-47-00	ST-Lighting - Utilities	203582010	\$100.58
			153868371	001-010-576-80-47-00	PK-Utilities	205395999	\$57.19
			157053097	001-008-521-50-47-00	LE-Utilities	202766820	\$749.24
Check Total							\$52,949.52
Snohomish County PW V	39525	12/8/2015	1000393349	001-008-521-20-48-00	LE- Equip Repair & Maintenance	Vehicle repair	\$3,715.94
				101-016-542-30-48-00	ST-Repair & Maintenance	Vehicle repair	\$2,705.28
				410-016-531-10-48-00	SW-Repairs & Maintenance	Vehicle repair	\$2,705.28
				520-008-594-21-63-00	Capital Equipment	Vehicle repair-new vehicle setup	\$9,693.73
			1000397568	001-008-521-20-48-00	LE- Equip Repair & Maintenance	Vehicle repair	\$20,282.87
				101-016-542-30-48-00	ST-Repair & Maintenance	Vehicle repair	\$1,857.02
				410-016-531-10-48-00	SW-Repairs & Maintenance	Vehicle repair	\$1,857.04
				520-008-594-21-63-00	Capital Equipment	Vehicle repair-new vehicle setup	\$10,132.36
Check Total							\$127.89
Snohomish County Treasurer	39526	12/8/2015	Nov 2015	633-008-586-00-00-01	Crime Victims Compensation	November 2015 Crime Victims Compensation	\$127.89
			Check Total				
Sound Publishing Inc	39527	12/8/2015	EDH666436	001-007-558-50-41-03	PL-Advertising	LUA2015-0105 Brookside Div III	\$72.36
			EDH666676	001-007-558-50-41-03	PL-Advertising	LUA2015-0106 Brookside Div IV	\$89.56
			EDH666974	001-007-558-50-41-03	PL-Advertising	LUA2015-0104-Cobalt CUP	\$84.40
			EDH667182	001-007-558-50-41-03	PL-Advertising	LUA2011-0018 Tenelco	\$82.68
			EDH667450	001-007-558-50-41-03	PL-Advertising	LUA2015-0071 Ebay View	\$82.68
			EDH667990	001-007-558-50-41-03	PL-Advertising	LUA2015-0042 HUR Impervious Surface Allowance	\$172.24
			EDH669127	001-013-518-30-41-01	GG-Advertising	Ordinance 944-Levying property taxes	\$22.48
			EDH669579	101-016-542-30-41-01	ST-Advertising	Public hearing-Adoption Amendment Transportation Plan	\$22.48
			Check Total				
Standard Insurance Company	0	12/8/2015	12/01/2015	001-000-284-00-00-00	Payroll Liability Other	Life/Disability Ins Premiums	\$99.00
			Check Total				



Checks to be Approved for 11/25/2015 to 12/8/2015

Name	Ck #	Date	Invoice #	Account #	Account Desc	Item Desc		
Standard Insurance Company	0	12/8/2015	12/01/2015	001-002-513-11-20-00	AD-Benefits	Life/Disability Ins Premiums	\$0.00	
				001-003-514-20-20-00	CC-Benefits	Life/Disability Ins Premiums	\$101.70	
				001-004-514-23-20-00	FI-Benefits	Life/Disability Ins Premiums	\$115.14	
				001-005-518-10-20-00	HR-Benefits	Life/Disability Ins Premiums	\$70.67	
				001-006-518-80-20-00	IT-Benefits	Life/Disability Ins Premiums	\$135.76	
				001-007-558-50-20-00	PL-Benefits	Life/Disability Ins Premiums	\$367.20	
				001-007-559-30-20-00	PB-Benefits	Life/Disability Ins Premiums	(\$27.14)	
				001-008-521-20-20-00	LE-Benefits	Life/Disability Ins Premiums	\$2,498.75	
				001-010-576-80-20-00	PK-Benefits	Life/Disability Ins Premiums	\$15.40	
				001-013-518-30-20-00	GG-Benefits	Life/Disability Ins Premiums	\$21.66	
				101-016-542-30-20-00	ST-Benefits	Life/Disability Ins Premiums	\$620.18	
				401-070-535-10-20-00	SE-Benefits	Life/Disability Ins Premiums	\$39.21	
410-016-531-10-20-00	SW-Benefits	Life/Disability Ins Premiums	\$617.36					
Staples	39528						Check Total	\$290.49
		12/8/2015	3283742168	001-008-521-20-31-01	LE-Operating Costs	Computer Otterbox	\$38.00	
			3284136322	001-003-514-20-31-00	CC-Office Supply	Tempur-pedic office chair	\$226.45	
			3284446274	001-008-521-20-31-00	LE-Office Supplies	Flash drives	\$26.04	
Stericycle Inc	39529						Check Total	\$32.38
		12/8/2015	3003221034	001-008-521-20-41-00	LE-Professional Services	Hazardous waste disposal	\$32.38	
Tacoma Screw Products Inc	39530						Check Total	\$116.45
		12/8/2015	18098110	001-010-576-80-31-00	PK-Operating Costs	Screws/Lynch pins/power bits	\$25.22	
				101-016-544-90-31-02	ST-Operating Cost	Screws/Lynch pins/power bits	\$25.21	
				410-016-531-10-31-02	SW-Operating Costs	Screws/Lynch pins/power bits	\$25.21	
		12/8/2015	18098391	001-010-576-80-31-00	PK-Operating Costs	Screws/washers	\$13.61	
				101-016-544-90-31-02	ST-Operating Cost	Screws/washers	\$13.60	
				410-016-531-10-31-02	SW-Operating Costs	Screws/washers	\$13.60	
Teamsters Local No 763	39531						Check Total	\$687.00
		12/8/2015	12/01/15	001-000-284-00-00-00	Payroll Liability Other	Union Dues	\$687.00	
Tetra Tech Inc	39532						Check Total	\$6,535.54
		12/8/2015	50988222	304-016-594-31-63-00	Capital - SWM Drainage Improve	20th St/79th-83rd Ave Drainage Pond Study	\$6,535.54	
Trinity Contractors Inc	39533						Check Total	\$15,958.50
		12/8/2015	Pmt 4	309-016-595-61-63-01	Sidewalk Construction	N Davies Sidewalk Project	\$15,958.50	



Checks to be Approved for 11/25/2015 to 12/8/2015

Name	Ck #	Date	Invoice #	Account #	Account Desc	Item Desc	Check Total	
Tim Tyler	39534						Check Total	\$1,650.00
		12/8/2015	Nov2015	001-007-559-30-41-00	PB-Professional Srv	Building Inspections/Plan Reviews Nov 2015	\$1,650.00	
United Way of Snohomish Co	39535						Check Total	\$111.68
		12/8/2015	12/01/15	001-000-284-00-00-00	Payroll Liability Other	Employee Contributions	\$111.68	
UPS	39536						Check Total	\$30.82
		12/8/2015	74Y42465	001-008-521-20-42-00	LE-Communication	Evidence shipping	\$30.82	
Valley Freightliner Inc	39537						Check Total	\$1,919.83
		12/8/2015	2253230084	001-010-576-80-48-00	PK-Repair & Maintenance	Repair PW19	\$457.22	
				101-016-542-30-48-00	ST-Repair & Maintenance	Repair PW19	\$457.21	
				410-016-531-10-48-00	SW-Repairs & Maintenance	Repair PW19	\$457.21	
		2253270082	001-010-576-80-48-00	PK-Repair & Maintenance	Repair PW11 coolant tank	\$182.73		
			101-016-542-30-48-00	ST-Repair & Maintenance	Repair PW11 coolant tank	\$182.73		
410-016-531-10-48-00	SW-Repairs & Maintenance		Repair PW11 coolant tank	\$182.73				
Washington Assoc of Sheriffs and Poli	39538						Check Total	\$300.00
		12/8/2015	INV026660	001-008-521-40-49-01	LE-Staff Development	WASPC Fall 2015 Conference reg-Lorentzen	\$300.00	
Washington State Dept of Natural Resources	39539						Check Total	\$17.40
		12/8/2015	9106267	001-010-576-80-31-02	PK-Eagle Ridge Pk-Ops	Forest Land Assessment-Eagle Ridge Park	\$17.40	
Washington State Support Registry	0						Check Total	\$402.46
		12/8/2015	12/01/2015	001-000-284-00-00-00	Payroll Liability Other	Employee Paid Child Support	\$402.46	
Washington Teamsters Welfare Trust	39540						Check Total	\$1,599.40
		12/8/2015	12/01/15	001-000-283-00-00-00	Payroll Liability Medical	Teamsters Dental Ins Premiums	\$1,599.40	
Weed Graafstra & Associates Inc	39541						Check Total	\$7,661.75
		12/8/2015	146	001-011-515-30-41-00	LG-Professional Service	Legal service - General Matters	\$7,661.75	
Zachor and Thomas Inc PS	39542						Check Total	\$8,923.20
		12/8/2015	651	001-011-515-30-41-01	PG-Prosecutor Fees	Prosecutor services - November 2015	\$8,923.20	
Total							\$395,188.85	



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

Tuesday, November 24, 2015
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: Kim Daughtry, Sam Low, John Spencer, Suzanne Quigley, Kathy Holder, Marcus Tageant

COUNCILMEMBERS ABSENT: Todd Welch

STAFF MEMBERS PRESENT: Interim City Administrator Mary Swenson, Finance Director/City Clerk Barb Stevens, Interim Planning and Community Development Director Russ Wright, Public Works Director Mick Monken, Human Resources Director Steve Edin, Police Chief Dan Lorentzen, Deputy City Clerk Kathy Pugh, City Attorney Grant Weed, Associate Planners Stacie Pratschner and Amy Lucas

OTHERS: Jennifer Ziegler

Excused Absence. Councilmember Tageant moved, Councilmember Spencer seconded, to excuse Councilmember Welch from the meeting. On vote the motion carried (6-0-0-1).

Mayor Little said that the Recognition item is removed from tonight's agenda. Mayor Little discussed the requirements for administering the oath of office and said that if the Council does not hold the second meeting in December his recommendation is to administer the oaths of office and do the recognition at the December 8, 2015 meeting.

MOTION: Councilmember Spencer moved, Councilmember Low seconded, to cancel the December 22, 2015 City Council meeting. On vote the motion carried (6-0-0-1).

With the cancellation of the December 22, 2015 meeting there was consensus to administer the oaths of office at the December 8, 2015 meeting, which is the last meeting of the year.

Mayor Little advised in addition to the executive session regarding real property acquisition, litigation and the Teamsters contract will also be discussed; the real property acquisition does not relate to the downtown subarea.

Guest Business.

Dick Todd, 825 99th Avenue SE, reviewed that the City obtained a grant from the Department of Ecology to complete a comprehensive shoreline master program update. The Watershed Company completed the work and that it included Stitch Lake and its tributary, Stitch Creek. The findings in the shoreline master program update are important when considering the Westlake Crossing development and the developer's request to allow a significant increase in allowable impervious surfaces. Mr. Todd distributed some photos and also a map. Mayor Little invited Mr. Todd to submit his written comments.

Isaiah McKinney, 1625 99th Avenue SE, thanked the City for the traffic enforcement on 99th Avenue SE and commented on the timing of the action.

Michael Fear, 820 990th Avenue SE, appreciated the new speed sign on 99th Avenue SE. Mr. Fear also commented on the traffic mitigation fee waiver proposal for Neighborhood Business zones and in particular the request by Trestle Holdings; he distributed his written observation and notes.

City Department Report.

Consent Agenda.

MOTION: Moved by Councilmember Low, seconded by Councilmember Tageant, to approve (A) 2015 Vouchers [Payroll Direct Deposits of \$193,398.69, Payroll Checks 39398-39399 totaling \$4,254.54, Tax Deposits of \$82,316.88, Electronic Funds Transfers (ACH) of \$4,057.31, Claims Check Nos 39400-39467 totaling \$304,578.57, Total Vouchers Approved: \$588,605.99]; (B) November 10, 2015 City Council Regular Meeting Minutes; (C) Award Bid for Official Newspaper Designation to Daily Herald; (D) Ordinance 945 Amending LSMC §2.08.080-Official Newspaper; (E) Ordinance 946 re Closing 2004 LTGO Bond Fund No. 206; and (F) Interlocal Agreement with Lake Stevens Sewer District for Purchase of Surplus Generator. On vote the motion carried (6-0-0-1).

Introductions: Interim Planning Director Wright introduced Amy Lucas, who comes to the City from Snohomish County.

Mayor Little introduced Interim City Administrator Mary Swenson, who will be assisting the City until a new city administrator is found.

Public Hearings:

Finance Director/City Clerk Barb Stevens opened the public hearings and read the rules of procedure for the record. She said that the rules of procedure would apply to all three of the public hearings.

Public Hearing and First Reading of Ordinance 947 Amending LSMC Section 14.48.055 re Maximum Impervious Surface: Associate Planner Stacie Pratschner presented the Staff Report and said tonight's action is to hold a first public hearing and first reading of Ordinance 947 on the proposal to allow an increase in the impervious surface requirement in the High Urban Residential (HUR) zoning district from 40 percent to 65 percent. This change would apply to HUR zoning districts outside of the subareas. Ms. Pratschner said this is a citizen-initiated proposal, and she reviewed the public process to date including staff review of the proposal and that the Planning Commission held a public hearing on July 29, 2015 and September 2, 2015. Following the public hearings the Planning Commission sent a letter recommending approval of the amendment to the City Council. Ms. Pratschner then responded to Councilmembers' questions.

Mayor Little invited comment from the proponent.

Darin Huseby of SeaPac Homes, 120 SW Everett Mall Way, Everett, commented that the request for 65% impervious surface does not increase lot yield. Mr. Huseby also commented

that the Department of Ecology dictates how and where stormwater is released, and that the releases must meet predevelopment releases under the forested land criteria. Without an increase in allowable impervious surface developers are left to construct less desirable three-story homes.

Mayor Little invited public comment.

Dick Todd, 825 99th Avenue SE, continued from his earlier comments discussing the inclusion of Stitch Lake and Stitch Creek as part of the Shoreline Master Program, and also the impact of development on active beaver ponds. Mr. Todd distributed a map depicting this area.

Joyce Behrendt, 7911 99th Avenue SE, is concerned about water runoff onto her property if development is not done correctly.

Sally Jo Sebring, 1023 99th Avenue SE, said she hopes that Council has read the packet materials, including submitted letters, and that the Comprehensive Plan identifies that the City has enough buildable land.

Michael Fear, 820 99th Avenue SE, commented that drainage is better in other jurisdictions and that when considering this code amendment the City needs to look at soils conditions in Lake Stevens. Mr. Fear added that if the ordinance is adopted he urged the City needs to make sure that drainage ponds are maintained.

Isaiah McKinney, 1625 99th Avenue SE, commented that citizens want a country life style with larger lots.

MOTION: Councilmember Daughtry moved, Councilmember Low seconded, to close the public comment portion of the public hearing. On vote the motion carried (6-0-0-1).

Councilmember Low commented he has been out to the Westlake property and 99th Avenue SE. He believes there is a lot of confusion regarding new development and noted there is already code in place that allows for development of property, and that property owners have a right to develop their property; development is going to occur. Councilmember Low acknowledged the concerns around traffic.

Councilmember Quigley said she is appreciative of comparisons but in this context it does not make a lot of sense. Councilmember Quigley believes the City should actively be a steward of the lake and should be a leading city to put in regulations and protections that are stronger than the City's neighbors. .

Councilmember Daughtry reminded that water runoff has to be managed on site, and if the City regulates building by the Department of Ecology rules, that is the best available science. Councilmember Daughtry would like to find a solution for taking care of retention ponds in the near future.

Councilmember Holder agreed with Councilmember Daughtry's comments and said that the City needs to look into the development policy for retention ponds and how they are maintained. Councilmember Holder added that it is important to keep in mind what the City will look like and that by increasing the allowable impervious surface it will allow for better structures to be built.

Councilmember Spencer commented that he is prepared to address the question of detention ponds city-wide, and also that the City needs to ensure that it is meeting the Department of Ecology requirements for development and stormwater runoff.

Councilmember Low added that the City should check for the beaver dam and the potential creek that are located in the development area known as Westlake Crossing.

Councilmember Tageant commented that developers contribute to the infrastructure of the City by payment of development mitigation fees for parks, and roads and sidewalks and other development requirements and that they build to the highest and best use.

Further discussion ensued and Ms. Pratschner responded to additional questions posed by Council. Ms. Pratschner noted this will be brought forward for a second public hearing and second reading of Ordinance 947 at the December 8, 2015 Council meeting.

MOTION: Councilmember Tageant moved, Councilmember Holder seconded, to close the public hearing. On vote the motion carried (6-0-0-1).

MOTION: Councilmember Low moved, Councilmember Tageant seconded, that this be a first and final reading of Ordinance 947. On vote the motion carried (6-0-0-1).

MOTION: Councilmember Low moved, Councilmember Tageant seconded, to approve Ordinance 947 amending Lake Stevens Municipal Code Section 14.48.055 regarding Maximum Impervious Surface.

MOTION: Councilmember Spencer offered an amendment to the main motion requiring that at the plan review and engineering stage, pervious surface materials be implemented.

City Attorney Weed responded that the motion before the Council is Ordinance 947 which is for general application to all properties in the HUR zone. If there are specific requests of Council for a particular project that might be in the HUR zone that may be made separately, but not as a part of adopting this ordinance.

Councilmember Spencer withdrew his motion and requested Staff bring back an amendment addressing the use of pervious surface materials in the HUR zoned areas.

VOTE: On vote the motion carried (5-1-0-1) with Councilmember Quigley voting no.

Public Hearing and Approval of Resolution 2015-16 Amending Six Year Transportation Improvement Plan: Public Works Director Mick Monken presented the staff report and said tonight's action is to hold a public hearing and vote on Resolution 2015-16 which amends the Six Year Transportation Improvement Plan (TIP). If approved the amendment will include an identified sidewalk improvement project on 91st Avenue SE between 8th and 12th Streets SE in the Six Year TIP that has recently been approved for State grant funding. Director Monken then responded to Councilmembers' questions.

Mayor Little invited public comment and there was none.

MOTION: Councilmember Low moved, Councilmember Tageant seconded, to close the public comment portion of the public hearing. On vote the motion carried (6-0-0-1).

MOTION: Councilmember Tageant moved, Councilmember Low seconded, to close the public hearing. On vote the motion carried (6-0-0-1).

MOTION: Councilmember Daughtry moved, Councilmember Tageant seconded to approve Resolution 2015-16 Amending the Six Year Transportation Improvement Plan. On vote the motion carried (6-0-0-1).

Public Hearing on 2016 Proposed Budget and Second and Final Reading of Ordinance 943 Adopting 2016 Annual Budget: Finance Director/City Clerk Barb Stevens presented the staff report. She reviewed the proposed 2016 Annual Budget and responded to Councilmembers questions.

MOTION: Councilmember Low moved, Councilmember Tageant seconded, to keep the Police Commander position and eliminate the Operations Lieutenant position.

Police Chief Lorentzen commented the Operations Lieutenant position is a civil service protected position and meant to encourage promotion from within, and the Commander position is not a civil service protected position, which does not encourage internal promotions.

Mayor Little agreed with Chief Lorentzen's comments and said it is better to flatten the management structure.

Councilmember Spencer agreed that flattening the organizational management is better for day-to-day operations and makes the Police Chief responsible for the department.

VOTE: On vote the motion failed (2-4-0-1) with Councilmembers Holder, Quigley, Spencer, and Daughtry voting no.

Mayor Little invited public comment and there was none.

MOTION: Councilmember Daughtry moved, Councilmember Low seconded, to close the public comment portion of the public hearing. On vote the motion carried (6-0-0-1).

MOTION: Councilmember Spencer moved, Councilmember Low seconded, to close the public hearing. On vote the motion carried (6-0-0-1).

MOTION: Councilmember Daughtry moved, Councilmember Holder seconded, to approve the Second and Final Reading of Ordinance 943 Adopting the 2016 Annual Budget. On vote the motion carried (4-2-0-1) with Councilmembers Tageant and Low voting no.

Public Meetings:

Director Stevens opened the public meetings and read the rules and procedures for the record.

Final Plat Acceptance of Brookside III and Acceptance of Dedication of Right of Way: Associate Planner Stacie Pratschner presented the staff report and said tonight's requested action is to hold a public meeting pursuant to LSMC §14.18.035(a) and accept the Brookside Division III subdivision and associated right-of-way dedication. She then responded to Councilmembers' questions.

Mayor Little invited public comment and there was none.

MOTION: Councilmember Tageant moved, Councilmember Daughtry seconded, to accept the Brookside III subdivision and associated right-of-way dedication. On vote the motion carried (6-0-0-1).

Final Plat Acceptance of Brookside IV and Acceptance of Dedication of Right-of-Way: Associate Planner Amy Lucas presented the staff report and said that tonight's requested action is to hold a public meeting pursuant to LSMC §14.18.035(a) and accept the Brookside Division IV subdivision and associated right-of-way dedication. She then responded to Councilmembers' questions.

MOTION: Councilmember Tageant moved, Councilmember Low seconded, to accept the Brookside III subdivision and associated right-of-way dedication. On vote the motion carried (6-0-0-1).

Action Items:

Planning Commission Reappointments: Mayor Little said that Planning Commissioners Linda Hoult's and Jennifer Davis's appointments expire December 31, 2015. Both have requested reappointment for another four year term ending December 31, 2019. With reappointment one vacancy will remain which has been advertised and interviews are scheduled.

MOTION: Councilmember Holder moved, Councilmember Spencer seconded, to reappoint Linda Hoult and Jennifer Davis to the Planning Commission for the term January 1, 2016 through December 31, 2019. On vote the motion carried (6-0-0-1).

City Attorney Services for 2016: Interim City Administrator Mary Swenson presented the staff report and said that before Council is approval of the 2016 contract for City Attorney services with Weed, Graafstra and Associates. The proposed fees are not an increase over the 2015 fees, however the retainer hours are increased from thirty to forty hours based on use of the retainer, which is invoiced at a lower hourly rate. This provides a cost-savings on this fee.

Councilmembers Tageant and Low would like the City to go out for a request for proposal to learn what current city attorney rates are, and discussion ensued.

MOTION: Councilmember Low moved, Councilmember Tageant seconded, to amend the motion to approve the city attorney contract and to obtain proposals for city legal services by January 30, 2016. On vote the motion failed (2-4-0-1) with Councilmembers Holder, Quigley, Spencer and Daughtry voting no.

MOTION: Councilmember Daughtry moved, Councilmember Holder seconded, to approve the Professional Services Agreement for legal services for 2016 with Weed, Graafstra and Associates and to complete a request for proposal process in 2016 for legal services for 2017. On vote the motion carried (4-2-0-1) with Councilmembers Tageant and Low voting no.

Legislative Priorities: Interim Administrator Swenson introduced Jennifer Ziegler from Outcomes by Levy. Ms. Ziegler provided an overview of the session outlook and reviewed draft proposed legislative agenda. She then responded to Councilmembers' questions.

MOTION: Councilmember Spencer moved, Councilmember Tageant seconded, to approve the proposed Legislative Priorities for 2016. On vote the motion carried (6-0-0-1).

Discussion Items:

Association of Washington Cities (AWC) – City Action Days: Finance Director/City Clerk Barb Stevens said that the AWC City Action Days is scheduled for January 27 and 28 in Olympia with the morning of January 27th available for meeting with legislators. Because of this Council is scheduled to travel to Olympia on January 26, which is also a regularly scheduled Council meeting. Staff is requesting direction from Council on whether they wish to hold the meeting on January 26, cancel the meeting or cancel the meeting and schedule a special meeting. Discussion ensued and there was consensus to cancel the January 26, 2015 meeting.

Council Person’s Business: None.

Mayor’s Business: None.

Executive Session: Mayor Little announced an executive session for 10 minutes to discuss potential property acquisition, litigation and collective bargaining beginning at 9:37 p.m. and ending at 9:47 p.m. with no to follow.

Adjourn.

Moved by Councilmember Tageant, seconded by Councilmember Low to adjourn the meeting at 9:47 p.m. On vote the motion carried (6-0-0-1).

Vern Little, Mayor

Kathy Pugh, Deputy City Clerk



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LAKE STEVENS CITY COUNCIL
STAFF REPORT

Council Date: **Agenda** 8 December 2015

Subject: City Annual HVAC Services

Contact Person/Department:	<u>Mick Monken Public Works</u>	Budget Impact:	<u>\$3,209.13</u>
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RECOMMENDATION(S)/ACTION REQUESTED OF COUNCIL: Award the City Annual HVAC Services and authorize the Mayor to execute a contract with Right-on-Heating for an amount of \$3,209.13.

SUMMARY/BACKGROUND: The City solicited proposal in November 2015 to perform annual maintenance for Heating, Ventilation, and Air Conditioning (HVAC) for City Hall, Permit Center, Police Station, and Community Center. Prior to this, the City had been operating on a contract for the past 5 years with a single vendor. The annual estimated budget for this work is \$6,000 with current actual being under \$5,000.

A total of 6 bids were received ranging from a low of \$3,209.13 and a high of \$16,440.00. A copy of the bid tabulation is included in Exhibit A. It should be noted that the first 4 bids came in within approximately \$1,400 spread and the City has experience with 3 of these bidders. It is possible that the 2 highest bids, exceeding \$10,000 over the lower bid, is due to unfamiliarity with the City's systems.

The services to be provided under this contract are scheduled routine maintenance. However, non-scheduled and emergency services bid items have been included in the contract so that in the event that this types of services are needed, the City will not need to go out for a bid each time. The contract with the scope of services is provided in Exhibit B showing both type of services.

APPLICABLE CITY POLICIES:

BUDGET IMPACT:

ATTACHMENTS:

- ▶ Exhibit A: Bid Tabulation
- ▶ Exhibit B: Limited Public Works Contract
- ▶ Exhibit C: Request for Bid/Scope of Work/Bid Proposal

EXHIBIT A

**City Annual HVAC Services
Bid Tabulation**

<u>Service Provider</u>	<u>Bid Total</u>
Right on Heating	\$3,209.13
DK Systems	\$3,509.00
Morgan Mechanical	\$3,908.00
Evergreen State Heating	\$4,628.00
Holiday Parks Inc	\$14,626.40
S-M-S-Services	\$16,440.00

EXHIBIT B

LIMITED PUBLIC WORKS CONTRACT

THIS LIMITED PUBLIC WORKS CONTRACT (“Contract”) is made and entered into this _____ day of _____, 2015, by and between Right On Heating & Sheet Metal, Inc. (“Contractor”) and the City of Lake Stevens, a municipal corporation (“City”).

WHEREAS, Provide a general description of the work needed or required; and

WHEREAS, RCW 39.04.155(3) provides for a Limited Public Works procedures for awarding contracts less than \$35,000; and

WHEREAS, the City has solicited written quotations from a minimum of three contractors from the appropriate Small Works Roster, has received and evaluated quotations, and has determined that Contractor is the lowest responsible bidder; and

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

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

1. Scope of Work—the Project.

The Contractor shall perform, carry out and complete the Annual HVAC Services Project (“Project”) in accordance with this Contract and the incorporated Contract Documents specified in Section 2. The Project period shall be for two years to December 31, 2017.

2. Contract Documents.

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

- a. Plans and Contract Drawings.
- b. Scope of Work contained in Proposal/Bid Submittal.
- c. Proposal/Bid Submittal (attached).
- d. 2014 Standard Specifications for Road, Bridge, and Municipal Construction (WSDOT/APWA) (“Standard Specifications”) (referenced but not attached).
- e. 2010 APWA Supplement General Special Provisions (referenced but not attached).
- f. Addenda (**if any**)

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

3. Commencement of Work.

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

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

4. Time is of the Essence/Liquidated Damages.

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

5. Payment for Project.

a. Total Contract Sum for Project. Excluding approved changes orders, the City shall pay the Contractor for satisfactory completion of the Project under the Contract a total Contract Sum not to exceed \$3,209.13 in accordance with the bid price in the bid Proposal or proposal price in the Proposal and including all applicable Washington State Sales Tax. The total Contract Sum includes all expenses and costs incurred in planning, designing and constructing the Project, including, but not limited to, applicable sales and use taxes, costs and expenses for overhead, profit, labor, materials, supplies, permits, subcontractors, consultants, and professional services necessary to construct and complete the Project.

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

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

requirements of the Contract.

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

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

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

- i. Affidavits of Wages Paid for the Contractor and all Subcontractors are on file with the City
 - ii. An Affidavit by the Contractor is on file with the City that sums due from the Contractor and all Subcontractors to the Washington State Department of Revenue, Employment Security Department, and Department of Labor and Industries for all taxes and penalties due or to become due with respect to this Contract have been paid.
 - iii. Releases from all of Contractor's subcontractors and/or suppliers have been provided to the City, or the period for filing claims by said subcontractors and/or suppliers has expired without claims being filed.
 - iv. The Contractor shall provide the City with proof that insurance required under Section 22 remains in effect.
- g. Final Acceptance. Final Acceptance of the Project is determined when the Project is accepted by the Public Works Director as being one hundred percent (100%) complete.

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

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

6. Term of Contract.

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

7. Termination of Contract.

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

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

8. Status of Contractor.

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

9. Permits.

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

10. Business License Required.

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

11. Work Ethic.

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

12. City Ownership of Work Products.

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

13. Job Safety.

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

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

14. Prevailing Wages.

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

15. Taxes and Assessments.

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

16. Nondiscrimination Provision.

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

17. The Americans with Disabilities Act.

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

18. Compliance With Law.

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

19. Guarantee of Work.

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

with reasonable promptness.

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

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

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

20. Contractor's Risk of Loss.

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

21. Indemnification and Hold Harmless.

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

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

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

d. The Contractor specifically and expressly waives any immunity that may be granted it under the Washington State Industrial Insurance Act, Title 51 RCW, as provided in RCW

4.24.115. The indemnification obligation under this Contract shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable to or for any third party under workers compensation acts, disability benefits acts, or other employee benefits acts; provided the Contractor's waiver of immunity by the provisions of this paragraph extends only to claims against the Contractor by the City and does not include, or extend to, any claims by the Contractor's employees directly against Contractor. The obligations of Contractor under this subsection have been mutually negotiated by the parties hereto, and Contractor acknowledges that the City would not enter into this Contract without the waiver thereof of by Contractor.

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

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

22. Insurance.

The Contractor shall procure, and maintain for the duration of the Contract and for thirty (30) days after the completion date, insurance against claims for injuries to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the Contractor, their agents, representatives, employees or subcontractors, unless otherwise indicated herein. Failure by the Contractor to maintain the insurance as required shall constitute a material breach of contract upon which the City may, after giving five (5) working days notice to the Contractor to correct the breach, immediately terminate the Contract or at its discretion, procure or renew such insurance and pay any and all premiums in connection therewith, with any sums so expended to be repaid to the City on demand, or at the sole discretion of the City, off set against funds due the Contractor from the City.

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

a. Minimum Scope of Insurance.

The Contractor shall obtain insurance of the types described below:

- i. Automobile Liability insurance covering all owned, non-owned, hired and leased vehicles. Coverage shall be written on Insurance Services Office (ISO) form CA Automobile 00 01 or a substitute form providing equivalent liability coverage. If necessary, the policy shall be endorsed to provide contractual liability coverage. Coverage shall be at least as broad as ISO form CA 00 01.
- ii. Commercial General Liability insurance shall be at least as broad as ISO occurrence form CG 00 01 and shall cover liability arising from premises, operations, independent contractors, products-completed operations, stop gap liability, personal injury and advertising injury, and liability assumed under an insured contract. The Commercial General Liability insurance shall be

endorsed to provide a per project general aggregate limit using ISO form CG 25 03 05 09 or an equivalent endorsement. There shall be no exclusion for liability arising from explosion, collapse or underground property damage. The City shall be named as an additional insured under the Contractor's Commercial General Liability insurance policy with respect to the work performed for the City using an ISO Additional Insured endorsement CG 20 10 10 01 and Additional Insured-Completed Operations endorsement CG 20 37 10 01 or substitute endorsements providing at least as broad coverage.

- iii. Workers' Compensation coverage as required by the Industrial Insurance laws of the State of Washington.
 - iv. Required. Builders Risk insurance covering interests of the City, the Contractor, Subcontractors, and Sub-contractors in the work. Builders Risk insurance shall be on a all-risk policy form and shall insure against the perils of fire and extended coverage and physical loss or damage including flood and earthquake, theft, vandalism, malicious mischief, collapse, temporary buildings and debris removal. This Builders Risk insurance covering the work will have a deductible of \$5,000 for each occurrence, which will be the responsibility of the Contractor. Higher deductibles for floor and earthquake perils may be accepted by the City upon written request by the Contractor and written acceptance by the City. Any increased deductibles accepted by the City will remain the responsibility of the Contractor. The Builders Risk insurance shall be maintained until final acceptance of the work by the City.
- b. Minimum Amounts of Insurance.

The Contractor shall maintain the following insurance limits:

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

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

- i. The Contractor's insurance coverage shall be primary insurance with respect to the City. Any insurance, self-insurance, or insurance pool coverage maintained by the

City shall be in excess of the Contractor's insurance and shall not contribute with it.

d. Acceptability of Insurers.

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

e. Verification of Coverage.

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

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

f. Contractor's Insurance for Other Losses.

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

g. Subcontractors.

The Contractor shall cause each and every Subcontractor to provide insurance coverage that complies with all applicable requirements of the Contractor-provided insurance as set forth herein, except the Contractor shall have sole responsibility for determining the limits of coverage required to be obtained by Subcontractors. The Contractor shall ensure that the City is an additional insured on each and every Subcontractor's Commercial General Liability insurance policy using an endorsement at least as broad as ISO Additional Insured endorsement CGT 20 38 04 13.

h. Waiver of Subrogation.

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

i. Notice of Cancellation of Insurance.

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

j. Failure to Maintain Insurance.

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

23. Assignment and Subcontractors.

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

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

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

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

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

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

24. Severability.

a. If a court of competent jurisdiction holds any part, term or provision of this Contract

to be illegal or invalid, in whole or in part, the validity of the remaining provisions shall not be affected, and the parties' rights and obligations shall be construed and enforced as if the Contract did not contain the particular provision held to be invalid.

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

25. Integration and Supersession.

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

26. Non-Waiver.

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

27. Survival.

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

28. Contract Representatives and Notices.

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

To City:

City of Lake Stevens
City Clerk
1812 Main Street, P.O. Box 257
Lake Stevens, WA 98258-0257
425-334-1012

To Contractor:

Mark Gipson, Owner
Right on Heating and Sheet Metal, Inc.
2213 131st Avenue NE
Post Office Box 758
Lake Stevens, WA 98258
425.335.4207

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

29. Third Parties.

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

30. Governing Law.

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

31. Venue.

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

32. Attorney Fees

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

33. Authority

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

34. Counterparts.

This Contract may be executed in one or more counterparts, each of which shall be deemed

an original, but all of which shall constitute one and the same Contract.

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

CITY OF LAKE STEVENS

CONTRACTOR

By: _____
Vern Little, Mayor

By: _____

Print Name

Title

Approved as to Form:

Grant K. Weed, City Attorney

Acknowledgement of Waiver of Contractor's Industrial Insurance Immunity:

City Signature

Contractor Signature

EXHIBIT C

City of Lake Stevens REQUEST FOR BID City of Lake Stevens Annual HVAC Services

Rev 11/2/2015

BACKGROUND: The City is soliciting proposals to perform HVAC services for City Hall, Permit Center, Police Station, Senior Center and Community Center for 2 YEARS from the effective date of entry into a contract. The City may, at its option, extend the contract on a year to year basis for up to four additional years.

SCOPE OF WORK: Services include scheduled seasonal services and non-scheduled services for existing HVAC units at the five following identified City locations.

1. City Hall (includes annex out building) 1812 Main Street
2. Permit Center 1820 Main Street
3. Police Station 2211 Grade Road
4. Senior Center 2302 Soper Hill Road
5. Community Center 1808 Main Street

EQUIPMENT: HVAC equipment included in this scope of work in the following units (listed brand-model-[Serial Number]) :

- Police Department:
 - Sanyo – 005-CL1271 [SN 0091171]
 - Carrier- 004-38YKC060330 [SN 0605E31230]
 - Carrier- 003-38YKC048340 [SN 2604E22603]
 - Carrier- 002-38YKC024320 [SN 3504E13124]
 - Carrier- 001-38YKC024320 [SN 0405E11781]
 - Sanyo KS1271 [SN – new unit being installed Nov 2015 IT room]
 - Sanyo C1271
- Permit Center:
 - Bard-01-WH483-A15EX4 [SN236H052047822-02]
 - Wesco Electric furnace – RU, Rau Series [SN B-677681]
- City Hall Annex:
 - Bard – 02-MAC36A-A15 [SN 058P890631833]
- Senior Center:
 - Carrier- 01-48HJE004351 [SN 3808G10223]
 - Carrier- 02-48HJE006 [SN 3207G50424]
 - Swamp Cooler- 03-N30S ESSICK [SN ZF1020079]
- Community Center:
 - Lennox- 03- CHP16-511-7P [SN 5694H10473]

Services under this contract are defined as follows:

SCHEDULE I, II, III, IV - Seasonal Services – shall include quarterly scheduled routine type services at each of the five identified City sites which includes manufactures identified required and suggested services.

Seasonal Services per quarter shall consist at a minimum of:

- 1. Spring Services:** - pre-cooling season maintenance
 - a. General system and condition inspection
 - b. General cleaning of coils, ducting, and vents
 - c. Cycle units and check pressures and refrigerant charge
 - d. Be sure condensate lines are clean and pump is working properly
 - e. Visually inspect all wiring
 - f. Check and clean the indoor and outdoor coil if needed
 - g. Provide and replace filters, inspect belt and change if needed. Filter/s cost to be included under this bid item unit cost.
- 2. Summer Services:** cooling season maintenance
 - a. General system and condition inspection
 - b. Provide and replace filters, inspect belts, replace as needed. Filter/s cost to be included under this bid item unit cost.
 - c. Visually inspect all wiring
- 3. Fall Services:** pre-heating season maintenance
 - a. General system and condition inspection
 - b. General cleaning of coils, ducting, and vents
 - c. Cycle and check each unit for proper heating operation
 - d. Check and clean pilots and bearings if needed
 - e. Provide and replace filters, inspect belts and change if needed. Filter/s cost to be included under this bid item unit cost.
 - f. Visually inspect all wiring
 - g. Inspect and service or repair gas radiant tube and space heaters
- 4. Winter Services:** heating season maintenance
 - a. General system and condition inspection
 - b. Provide and replace filters, inspect belts, replace as needed. Filter/s cost to be included under this bid item unit cost.

Note: Other parts needing replacement and associated labor will be paid under Bid Item V with the prior approval by the City

SCHEDULE VI – Non Scheduled and Emergency Services – shall include calls for services, other than the Seasonal Services. Parts required for replacement will be paid at the service provider's cost with not greater than a 15% markup. All parts shall conform in strength, quality of workmanship and material to that which is usually provided by the trade in general. Any variance from the specifications or standards of quality must be pre- approved by the City.

Service Coordination - The contractor shall coordinate any needed inspections with the City designated contact person.

General Statement -All parts and services which are necessary in order to provide the services required by this bid and the equipment ready for operation, shall be included in the bid and shall conform in strength, quality of workmanship and material to that which is usually provided the trade in general. Any variance from the specifications or standards of quality must be clearly pointed out in writing by the bidder.

All bid unit costs shall include labor costs, tools, and any equipment necessary to perform the service. Parts are to be paid on a cost plus not greater than 15% mark-up and are not included in the bid unit prices except as described in Bid Item I, II, III, and IV - Season Services.

New and Unused: All equipment, parts and material shall be new, unused, manufacturer's latest model and in current production. All materials shall have physical and chemical properties to withstand the intended service. Equipment design shall have sufficient excess capacity for durability and safety.

Regulations and Codes: To the extent applicable, all equipment or materials shall comply with Washington State vehicle regulations, Federal regulations, OSHA and WISHA requirements, to include EPA standards and County safety codes.

City of Lake Stevens will not be financially responsible for any environmental fees, fuel surcharges or any fees of this sort, that are not already included in the base price of the items bid.

INQUIRIES: Questions on this work need to be directed to the following City staff:

Scott Wicken, Public Works Superintendent

swicken@lakestevenswa.gov

425-212-3243

Inquiries made and responses given will be posted on the City's website for all potential bidders to review.

CONTRACT: Bidders must agree to comply with the terms and conditions of the sample contract included in the attachment to this Request For Bids.

TIME FOR COMPLETION OF WORK: Spring, summer, fall, and Winter Service (Seasonal Service) shall be completed by the end of each quarter (March, June, September, December). Request for non-emergency services, outside of Seasonal Service, shall be completed within 30 days after notification by City via email or letter. Emergency services shall commence within 48 hours of notification by City via email, letter, or phone. A phone notification will be confirmed with a follow up email.

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

WARRANTY: The contractor shall warrant the materials and workmanship free of defects for a period of 12 months after acceptance of said work. Any repairs/or replacement required during the warranty period shall be performed within 30 calendar days following notification by the City.

PREVAILING WAGES: Prevailing wages are required on this project.

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

BID SUBMITTAL: Must be received by the City by 11/20/2015 at 4:00pm at the City Hall located at 1812 Main Street, PO BOX 257 Lake Stevens, WA 98258 or emailed to awells@lakestevenswa.gov. Bids received after the deadline will not be considered.

Bid must include name of company, contact information, contractor's license number. Each bid item shall include all applicable taxes.

BID PROCESS: The City will review bids received by the submission deadline. The City will select the bid of the lowest responsible bidder. Non-responsive bids, such as incomplete bid proposal, will not be considered. The bidder must complete the Bid Proposal section on this document. The City reserves the right to reject any and all bids.

REQUIREMENTS: To be considered responsive bidder:

- Completed the Bid Proposal
- Be an established HVAC maintenance and repair Service Company with all required licenses, facilities, equipment and trained licensed personnel necessary to perform the work specified.

BID PROPOSAL – ANNUAL HVAC SERVICES

The services to be provided under this Bid Proposal are those as described in the document under Scope of Services.

SCHEDULE I – City Hall Annex – Seasonal Services

Item	QTY	Description	Total Including Sales Tax
1.	1 Each	Spring Service	\$ <u>43.44</u>
2.	1 Each	Summer Service	\$ <u>21.72</u>
3.	1 Each	Fall Service	\$ <u>43.44</u>
4.	1 Each	Winter Service	\$ <u>21.72</u>
TOTAL COST FOR SCHEDULE I			\$ <u>130.32</u> ←

SCHEDULE II – Permit Center – Seasonal Services

Item	QTY	Description	Total Including Sales Tax
1.	1 Each	Spring Service	\$ <u>86.88</u>
2.	1 Each	Summer Service	\$ <u>43.44</u>
3.	1 Each	Fall Service	\$ <u>86.88</u>
4.	1 Each	Winter Service	\$ <u>43.44</u>
TOTAL COST FOR SCHEDULE II			\$ <u>260.64</u> ←

SCHEDULE III – Police – Seasonal Services

Item	QTY	Description	Total Including Sales Tax
1.	1 Each	Spring Service	\$ <u>390.96</u>
2.	1 Each	Summer Service	\$ <u>195.48</u>
3.	1 Each	Fall Service	\$ <u>390.96</u>
4.	1 Each	Winter Service	\$ <u>195.48</u>
TOTAL COST FOR SCHEDULE III			\$ <u>1172.88</u> ←

SCHEDULE IV – Senior Center – Seasonal Service

Item	QTY	Description	Total Including Sales Tax
1.	1 Each	Spring Service	\$ <u>217.20</u>
2.	1 Each	Summer Service	\$ <u>108.60</u>
3.	1 Each	Fall Service	\$ <u>217.20</u>
4.	1 Each	Winter Service	\$ <u>108.60</u>

TOTAL COST FOR SCHEDULE IV

\$ 651.60 ←

SCHEDULE V – Community Center – Seasonal Service

Item	QTY	Description	Total Including Sales Tax
1.	1 Each	Spring Service	\$ <u>86.88</u>
2.	1 Each	Summer Service	\$ <u>43.44</u>
3.	1 Each	Fall Service	\$ <u>86.88</u>
4.	1 Each	Winter Service	\$ <u>43.44</u>

TOTAL COST FOR SCHEDULE V

\$ 260.64 ←

SCHEDULE VI - Non Scheduled and Emergency Services

Item	QTY	Description	Total Including Sales Tax
1.	1 Each	Labor Rate per Hour	\$ <u>97.74</u>
2.	1 Each	Labor Rate per Hour for emergency call out	\$ <u>146.61</u>
3.	1 Each	After normal business hours	\$ <u>146.61</u>
4.	1 Each	Overtime Rate per Hour	\$ <u>146.61</u>
5.	1 Each	Holiday Rate per Hour	\$ <u>195.48</u>
TOTAL COST FOR SCHEDULE VI			\$ <u>733.05</u> ←

	Sub Total
SR. Center	651.60
Schedule I - City Hall (including annex out building)	\$ <u>130.32</u>
Schedule II - Community Center	\$ <u>260.64</u>
Schedule III - Permit Center	\$ <u>260.64</u>
Schedule IV - Police Station	\$ <u>1172.88</u>
Schedule V - Non-Scheduled and Emergency Service	\$ <u>733.05</u>

TOTAL \$ 3209.13 ←

Company: Right On Htg. & Sheet Metal, Inc. Email: rightonheating@frontier.com
 Address: PO 758-2213 131ST Ave NE City: Lake Stevens Sp: 98258
 Signature: Jeanie Graves Date: 11-20- 2015 **RIGHTHM988CA**
 Print Name: Jeanie Graves Phone: 425-335-4207

Bid Proposal must be received by the City by **4:00 PM 11/20/2015**, late submittals will not be accepted or considered.

Complete bids **ATTN: Amanda Wells** can be submitted via Email, FAX and mail.
 Email: awells@lakestevenswa.gov FAX: (425) 212-3328
 Mail: 1812 Main Street P.O. Box 257, Lake Stevens, WA 98258





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LAKE STEVENS CITY COUNCIL
STAFF REPORT

Council Agenda Date: December 8, 2015

Subject: High Urban Residential (HUR) Code Amendment: LUA2015-0042

Contact Person/Department: Russ Wright,
Interim Planning Director

Budget Impact: None

RECOMMENDATION(S)/ACTION REQUESTED OF COUNCIL:

Action:

1. Motion to re-open the public record for Code Amendment LUA2015-0042 for the limited purpose of admitting a corrected letter to the record, received by the City that was inadvertently not distributed at the hearing. This action does not reopen the public comment portion of the hearing to accept additional testimony or written comment.

SUMMARY:

On November 24, 2015, City Council adopted Ordinance 941, a citizen-initiated code amendment to the city's allowed impervious surface percentage on parcels located in the High Urban Residential (HUR) zoning district, outside of the city's subareas. Written testimony was provided to staff via email after the Council packet was already complete and distributed. Subsequent to the Public Hearing, staff learned this correspondence had not been provided to Council for their consideration. Staff would like to ensure that Council has an opportunity review the letter and append the record to include these comments which were timely received.

BACKGROUND/HISTORY:

The Council packet for this amendment was distributed on November 19, 2015. On November 20, 2015, staff received an email sent by Mr. Tom Matlack, with an attached letter, to be presented to City Council at its public hearing. Mr. Matlack's letter was not distributed to Council on November 24th, but has been included as **Attachment 1** of this report.

The letter expressed multiple concerns about the project. The staff presentation to City Council on November 24 attempted to answer a number of the concerns presented by Mr. Matlack. A summary of issues and responses follow:

1. *The SEPA checklist made no city-wide, cumulative inventory of all the HUR parcels the amendment would affect, no calculation of existing versus proposed impervious surface amounts, and no evaluation of remaining critical areas in the subject parcels.*
 - Staff prepared and presented a map to Planning Commission and City Council that included this information.
 - The analysis indicated approximately 93 acres of HUR-zoned land could potentially be developed or re-developed. This total acreage does not take into account critical areas that would permanently be set aside in NGPA's or area dedicated as Open Space.
 - Pursuant to LSMC 14.88.010, project proponents must avoid impacts to all critical areas, minimize impacts when necessary, and compensate for critical areas impacts through replacement and enhancement. The protection of critical areas as required by the State WAC 173-22-035 and

- codified by Chapter 14.88 LSMC are not altered by the allowance for additional impervious surface on a lot.
2. *The City used Mr. McDuffy as a private contractor to prepare the SEPA checklist for their City-wide code amendment.*
 - This issue has not been discussed, but this citizen-initiated code amendment was submitted to the City by Mr. Ry McDuffy on behalf of Seattle Pacific Homes, Inc. on May 7, 2015. The City did not enter into a contract with Mr. McDuffy for preparation of the SEPA checklist.
 3. *The 2005 DOE manual is for project-by-project review, and not for city-wide code amendments.*
 - Staff presented the minimum requirements from the 2005 DOE Stormwater Manual as an explanation of the necessary reviews that any project would undergo pursuant to a development permit application. All development must be designed so that stormwater discharges match the discharge durations of pre-developed conditions, which are modeled as forested lands.
 4. *Westlake Crossing has been granted Preliminary Plat Approval and is now undergoing Construction Plan review. What are the implications for vesting of this project with a “mid-stream” change in allowed impervious surface?*
 - As discussed at the meeting the proponent for Westlake Crossing would need to follow the current regulations in effect at the time of application. However, the applicant could request using the new standards if they also accepted all code standards in effect at the time of the request. Staff noted that it understood, the applicant was designing their project to the higher standard.
 5. *Drive-by’s of the site and surrounding environs do not indicate a change from the established neighborhoods of single family homes, hobby farms, and green belts. No changes to zoning have occurred in adjacent areas and no new transit or schools are proposed.*
 - The Westlake Crossing project site and adjacent parcels to the north and south are also in the HUR zoning district and would be eligible for subdivision(s) pursuant to Table 14.48-I LSMC.

REPORT CONCLUSIONS:

Staff believes that most of the specific concerns presented in this letter have been presented to Council in previous letters, testimony and staff responses to City Council. However, if Council determines that this letter would have changed their decision, then Council can elect to reopen the hearing to deliberate the merits of this letter and reconsider its prior action approving Ordinance 941. If after review of the letter, Council determines that it would not have changed its decision to adopt Ordinance 941 no further action is necessary.

APPLICABLE CITY POLICIES: Chapters 14.44 and 14.48 of the Lake Stevens Municipal Code.

BUDGET IMPACT: There is not a budget impact.

EXHIBITS (attached):

Attachment 1 – Letter from Mr. Matlack, dated 11/18/15 received 11/20/15

Attachment 1

Letter for the Public Record; Public Hearing, Council Meeting 11-24

City of Lake Stevens Impervious Surface Code Amendment

November 18, 2015

City Council and Staff:

I am sorry I cannot attend the council meeting. We have late night parent/teacher conferences on the 24th.

CONCERNS:

I. Non-project SEPA

A. Most abbreviated(polite) Non-Project SEPA ever

1. no city-wide, cumulative inventory, assessment, or evaluation of HUR parcels
2. no city-wide cumulative calculation of Impervious Surface coverage increase from 40% to 65%
3. no city-wide cumulative inventory, assessment, or evaluation of critical areas in remaining HUR

II. City "Contracts" With Private Surveyor to perform City-Wide Code Amendment

A. Mr. Ry McDuffy is a professional surveyor working for private company. Why does City of Lake Stevens use Mr. McDuffy for their City Wide code amendment?

B. Mr. McDuffy would have no interest or "buy in" to impacts for a city-wide code amendment; that is not what the developer is paying him to do

III. D.O.E. Manuals

- A. DOE manuals are for project-by-project drainage/run-off/impervious surface.
- B. DOE manuals are not for city-wide code amendments

IV. "Mid-Stream Permitting"

A. It seems very unusual for a project(Westlake) to move forward through the Hearing Examiner process when lot coverage comes under investigation mid-way through the permitting process

V. Vesting

A. Washington State's very generous vesting laws provide predictability in the permitting/construction process for developers, builders, special taxing districts, and stake holders. I am not sure I have ever heard of a project "de=vesting" itself by applying for a city-wide code amendment half way through the process?

VI. Change in Uses/Adjacent Zonings/Conditions to Justify Code Amendment

A. A mid-stream code amendment for impervious surface would seem to indicate that something has changed with the HUR zone in this parcel.

B. Frequent drive bys of the site do not indicate any changes. The old, established neighborhood is single family homes, small hobby farms, and big green belts

C. There is no change to the adjacent zones, transit access, new school, etc.

VII. Seamless Transition in Annexation Areas

A. There has been abundant and energetic public comment on both Westlake and city-wide code amendment indicating strong stakeholder involvement. Those people deserve a more logical, comprehensive project sequence

Recommendations:

1. Re-do Non-Project SEPA process using in house talent or contract out. "Hold" Westlake until a real, legitimate city-wide inventory of remaining HUR and critical areas is complete.
2. Allow Westlake to build as vested according to code. (40%) This was mentioned by Mr. McDuffy as a possibility.
3. Bring Westlake back through necessary permitting process as a variance for 65% lot coverage, so city can take added, needed time to inventory, assess, and evaluate city-wide lot coverage and Critical Areas in remaining HUR. (I believe an honest mistake was made in code interp., sub-area vs. non sub area, or both)

Thanks,

Thomas Matlack

2504 112th Dr. NE

Lake Stevens, WA 98258

425-334-7713

tnmatlack@comcast.net



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LAKE STEVENS CITY COUNCIL
STAFF REPORT

Council Agenda Date: December 8, 2015

Subject: Public Hearing related to the moratorium enacted by Ordinance 941 temporarily prohibiting the establishment, siting, location, permitting, licensing or operation of new retail locations to sell marijuana

Contact Person/Department: Russ Wright, Planning &
Community Development

Budget Impact: none

RECOMMENDATION(S)/ACTION REQUESTED OF COUNCIL: Uphold Ordinance 941 – a 12-month moratorium temporarily prohibiting the establishment, siting, location, permitting, licensing or operation of new retail locations to sell marijuana, which includes findings of fact and work program.

SUMMARY:

Pursuant to RCW 36.70A.390, the Lake Stevens City Council adopted a 12-month moratorium (Ordinance No. 941 - Attachment 1) on October 13, 2015 temporarily prohibiting the establishment, siting, location, permitting, licensing or operation of new retail locations to sell marijuana. This statute requires that a public hearing be held within 60 days. The scope of the public hearing is limited to public comment on the adopted moratorium restricting the establishment of new retail locations. The larger issue related to the recreational use and production of marijuana is beyond the scope of this public hearing. RCW 36.70.390 allows jurisdictions to enact a moratorium, to preserve the status quo, for up to 12 months when it adopts a work plan and findings of fact.

“A county or city governing body that adopts a moratorium, interim zoning map, interim zoning ordinance, or interim official control without holding a public hearing on the proposed moratorium, interim zoning map, interim zoning ordinance, or interim official control, shall hold a public hearing on the adopted moratorium, interim zoning map, interim zoning ordinance, or interim official control within at least sixty days of its adoption, whether or not the governing body received a recommendation on the matter from the planning commission or department. If the governing body does not adopt findings of fact justifying its action before this hearing, then the governing body shall do so immediately after this public hearing. **A moratorium, interim zoning map, interim zoning ordinance, or interim official control adopted under this section may be effective for not longer than six months, but may be effective for up to one year if a work plan is developed for related studies providing for such a longer period.** A moratorium, interim zoning map, interim zoning ordinance, or interim official control may be renewed for one or more six-month periods if a subsequent public hearing is held and findings of fact are made prior to each renewal.”

In compliance with RCW 36.70A.390, the city is holding this public hearing to receive public testimony.

BACKGROUND and FINDINGS:

Washington state voters approved Initiative Measure No. 502 (I-502) November 6, 2012 to legalize the production, processing, sale and use of marijuana and marijuana products, purchased from state licensed stores. The Liquor and Cannabis Board (AKA Liquor Control Board) prepared state rules to implement I- 502 as Chapter 314-55 of the Washington Administrative Code (WAC). The Lake Stevens City Council adopted local regulations related to the siting and administration of marijuana facilities and uses on February 10, 2014 through Ordinance 908. The Lake Stevens ordinance paralleled the WAC requirements for licensing and buffers. The city's regulations added requirements providing an overall cap of 100,000 square feet for production and processing, establishing size requirements for retail locations and setting zoning for production/processing and retail. Under a previous action, on June 10, 2013, the City Council prohibited the siting of Collective Gardens for medical marijuana based on uncertainty of land use impacts and legal status. Second Engrossed Substitute House Bill 2136 and Senate Bill 5052 revised state requirements for state marijuana regulations. Staff met with City Council on September 8, 2015 to receive direction on changes to the city's existing marijuana regulations in light of state changes. Since that meeting, the Liquor and Cannabis Board released a memorandum noting that it would be removing a cap on the allowed number of retail locations. As the city's marijuana regulations do not address this issue, City Council adopted a 12-month moratorium through Ordinance 941 that would temporarily prohibit new marijuana retail locations.

Staff has developed a work plan and presented a scope of work and schedule to the Planning Commission related to this issue and broader changes to the city's marijuana regulations, which can be completed within one year.

APPLICABLE CITY POLICIES: Chapters 14.08, 14.38, 14.40 and 14.44 of the Lake Stevens Municipal Code (LSMC)

BUDGET IMPACT: There is not an immediate budget effect other than staff and attorney time.

ATTACHMENTS:

1. Ordinance 941

Attachment 1

**CITY OF LAKE STEVENS
Lake Stevens, Washington**

ORDINANCE NO. 941

AN ORDINANCE OF THE CITY OF LAKE STEVENS, WASHINGTON, ADOPTING A TWELVE (12) MONTH MORATORIUM WITHIN THE CITY OF LAKE STEVENS TEMPORARILY PROHIBITING THE ESTABLISHMENT, SITING, LOCATION, PERMITTING, LICENSING OR OPERATION OF NEW RETAIL LOCATIONS TO SELL MARIJUANA; PROVIDING FOR A PUBLIC HEARING; ADOPTING A WORK PLAN AND FINDINGS OF FACT IN SUPPORT OF THE MORATORIUM; REFERRING THE MATTER TO THE PLANNING COMMISSION FOR REVIEW; ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, Initiative Measure No. 502 (I-502), approved by the voters of Washington state on November 6, 2012, legalized the production, sale and use of marijuana products purchased from State licensed stores for adults age twenty-one (21) and over; and

WHEREAS, I-502 Section 4 (3) allows the Washington State Liquor Control Board [AKA Liquor and Cannabis Board] to license marijuana retailers to sell usable marijuana and marijuana-infused products at retail in retail outlets; and

WHEREAS, I-502 Section 13 limits the number of retail outlets to be licensed in each county for the purpose of making useable marijuana and marijuana-infused products available for sale to adults twenty-one (21) years of age or over; and

WHEREAS, on February 10, 2014 the Lake Stevens City Council adopted Ordinance 908 related to the siting and administration of marijuana facilities; and

WHEREAS, Second Engrossed Substitute House Bill 2136 and Senate Bill 5052 revised state requirements for state marijuana regulations; and

WHEREAS, the Liquor and Cannabis Board issued a letter on September 23, 2015, stating "... the Board will not be limiting the number of licensed retail stores; however we may consider limits in the future...Local authorities may choose to make rules or ordinances to address these concerns."; and

WHEREAS, the Lake Stevens Municipal Code does not currently have specific provisions addressing the number of allowed marijuana retail locations; and

WHEREAS, RCW 36.70A.390 authorizes the City Council to adopt an immediate moratorium for a period of up to twelve (12) months if a public hearing on the proposal is held within at least sixty (60) days of its adoption and a work plan is developed for related studies providing for the moratoria period; and

WHEREAS, the City Council desires to impose an immediate twelve (12) month moratorium on the acceptance of any permit application or business license or application for the siting, location or operation of any new marijuana retailers; and

WHEREAS, as outlined by the work program, attached as Exhibit A, the City Council anticipates that it can develop and adopt appropriate controls for marijuana retail facilities prior to the expiration of the moratorium enacted by Ordinance 941; and

WHEREAS, in the event permanent regulations are adopted prior to the expiration of the 12 month moratoria established by this ordinance, this ordinance may be repealed;

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

Section 1. The above “Whereas” paragraphs constitute findings of fact in support of the moratorium established by this Ordinance and said findings are fully incorporated into this Ordinance.

Section 2. Pursuant to the provisions of RCW 36.70A.390, the zoning moratorium established by Ordinance 941 in the City of Lake Stevens prohibits the acceptance of any permit application or business license or application for the siting, location or operation of any new marijuana retailers. This ordinance shall not prohibit the operation of retail marijuana businesses which lawfully existed in the City under State law and City Ordinances prior to the effective date of this ordinance and shall not preclude renewal of existing licenses for businesses which continue to be in lawful operation at the time of such renewal.

Section 3. This Ordinance shall be referred to the Lake Stevens Planning Commission for its study, review and recommendations to the City Council for new regulations for potential inclusion in the zoning and/or business licensing and tax ordinances of the City of Lake Stevens. The Work Plan attached hereto as Exhibit A is hereby adopted and incorporated herein by this reference. The Work Plan shall serve as a guide for the review by City staff, the Planning Commission and the City Council of potential new regulations relating to the retail sale of marijuana in the City.

Section 4. Ordinance to be Transmitted to Department. Pursuant to RCW 36.70A.106, a copy of this interim Ordinance shall be transmitted to the Washington State Department of Commerce.

Section 5. Severability. If any section, clause, and/or phrase of this Ordinance is held invalid by a court of competent jurisdiction, such invalidity and/or unconstitutionality shall not affect the validity and/or constitutionality of any other section, clause and/or phrase of the Ordinance.

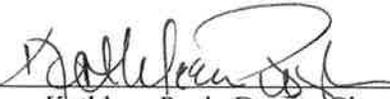
Section 6. Effective Date. This Ordinance shall take effect five (5) days after passage and publication of an approved summary thereof consisting of the title, PROVIDED, HOWEVER, that unless extended by the act of the Lake Stevens City Council, this Ordinance shall automatically expire twelve (12) months following its effective date.

ADOPTED by the City Council and **APPROVED** by the Mayor this 13th day of October 2015.

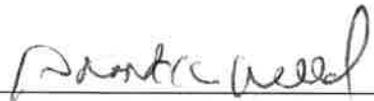
CITY OF LAKE STEVENS

By: 
Vern Little, Mayor

ATTEST/AUTHENTICATED:

By: 
Kathleen Pugh, Deputy City Clerk

APPROVED AS TO FORM:

By: 
Grant K. Weed, City Attorney

Date of Publication: October 16, 2015
Effective Date: October 21, 2016

Exhibit A Work Program
City of Lake Stevens Recreational Marijuana Code Revision Work Program

ACTIVITY	Moratorium / Draft Regulations							
	OCTOBER	NOVEMBER	DECEMBER	JANUARY	FEBRUARY	MARCH	APRIL	MAY - OCTOBER
Research								
Draft Code Amendments								
Draft Ordinances								
Attorney Review								
Prepare & Issue SEPA (comment/appeal)				14-day review				
Commerce Review				60 day review				
Publish Notice Planning Commission Public Hearing				1/20/2016 & 1/27/2016				
Planning Commission Review (B-briefing; PH-public hearing)		11/4/2015(B)		1/6/2016(B)	2/9/2016(PH)			
Publish Notice City Council Public Hearing		11/24/2015 & 12/1/2015			2/17/2016 & 2/24/2016	3/23/2016 & 3/30/2016		
City Council Briefings & Workshops (B-briefing; PH-public hearing)			12/8/2015 Moratorium (PH)		2/23/2016(B)			
City Council Public Hearing, 1 st Reading						3/18/2016(PH) 1 st Reading		
City Council Public Hearing, 2 nd & Final Reading							4/12/2016(PH) 2 nd Reading	
Effective date	10/18/2015 Moratorium effective						4/17/2016 Code Revisions Effective	10/18/2016 Moratorium expires

Purpose: Determine the appropriate number of local marijuana retailers and revise the city's adopted marijuana regulations for consistency with updates to state rules for inclusion in the Lake Stevens Municipal Code.

Note: The moratorium enacted by Ordinance 941 can be repealed upon adoption of permanent regulations, but no later than October 18, 2016. The city of Lake Stevens will endeavor to complete permanent regulations as shown in the proposed work plan. If the city needs additional time to complete the work program and adopt permanent regulations there will be flexibility to shift dates between May and October, the City Council may extend the moratorium subject to public notice and an additional public hearing.



LAKE STEVENS CITY COUNCIL
STAFF REPORT

Council Agenda 8 December 2015
Date: _____

Subject: Adoption amendment of 2016- 2021 Six Year Transportation Improvement Plan

Contact Mick Monken **Budget Impact:** NA
Person/Department: Public Works _____

RECOMMENDATION(S)/ACTION REQUESTED OF COUNCIL: Hold the Public Hearing and comment on the amendment proposed to be included in the 2016-2021 Six Year Transportation Improvement Plan (TIP). If no changes, adopt Resolution number 2015-17.

SUMMARY/BACKGROUND: Each year the City is required under State statute RCW 35.77 to prepare a six year Transportation Improvement Plan (TIP). The intent of the TIP is to provide information to the State for regional and statewide planning that includes project type and location identification, potential impacted utilities, funding needs, and inter-agency coordination. The TIP is a subset of the City's current 20 year transportation list (2012-2032) in the Comprehensive Plan's Capital Element (Chapter 8). In August this year, the City Council adopted the 2016-2021 TIP.

This summer the City applied for a Transportation Improvement Board (TIB) grant for a sidewalk along North Lakeshore Drive to connect between Main to 20th Street NE. This is listed in the City's 20 year TIP plan as ideal for a grant funding opportunity from the State. The City received notification that this project was selected for State funding. A requirement to receive the funding, the City must include this project in the adopted 6 year TIP. This is performed through an amendment by Resolution.

The project, a sidewalk along the north side of North Lake Shore Drive, was approved by the City Council on 10th August 2015 to seek State funding. The estimated project cost is \$340,834 with a grant match of \$255,626 (approximately 75%). The City's share is \$85,208. The project target is to have the project completed by the end of 2016.

APPLICABLE CITY POLICIES: NA

BUDGET IMPACT: **City's match dollars of \$85,208 from sidewalk fund.**

ATTACHMENTS:

- ▶ Exhibit A: Resolution 2015-17
 - Attachment A: Amended 2016-2021 Six Year TIP with expenditure year projections
 - Attachment B: Amended 2016-2021 Six Year TIP with project descriptions

EXHIBIT A

**CITY OF LAKE STEVENS
Lake Steven Washington**

RESOLUTION NO. 2015-17

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LAKE STEVENS, WASHINGTON, AMENDING THE SIX-YEAR TRANSPORTATION IMPROVEMENT PLAN (TIP) FOR THE YEARS 2016-2021 AND DIRECTING THE SAME TO BE FILED WITH THE STATE SECRETARY OF TRANSPORTATION AND THE PUGET SOUND REGIONAL COUNCIL.

WHEREAS, pursuant to the requirements of Chapters 35.77 and 47.26 RCW, the City Council of the City of Lake Stevens has previously adopted a comprehensive street plan, including an arterial street construction plan, and has thereafter periodically modified said plans as part of the City's Comprehensive Plan; and

WHEREAS, pursuant to resolution No. 2015-16 the City Council Amended and Adopted the 2016-2021 Transportation Improvement Plan (hereafter "TIP") in November 2015; and

WHEREAS, as authorized by RCW 35.77.010(1) the City intends to amend the adopted 2016-2021 TIP to include a project in the City's 20 year transportation plan that was selected for grant funding in 2015; and

WHEREAS, following notice as required by law, a public hearing has been held on the amended TIP as required by RCW 35.77.0 10(1); and

WHEREAS, the TIP has been updated for 2016-2021 in accordance with the State Requirements,

NOW THEREFORE, THE CITY COUNCIL OF THE CITY OF LAKE STEVENS DOES RESOLVE AS FOLLOWS:

Section 1. Plan Adopted. The amended Six-Year Transportation Improvement Plan for the City of Lake Stevens, as revised and extended for the ensuing six (6) calendar years (2016-2021), a copy of which is attached hereto as Attachment A and incorporated herein by this reference as if fully set forth herein, which Plan sets forth the project location, type of improvement and the estimated cost thereof, is hereby adopted and approved.

Section 2. The 6 year Transportation Plan previously adopted pursuant to Resolution No. 2015-16 is hereby replaced with the amended Attachment A Plan adopted herein.

Section 3. Filing of Plan. Pursuant to Chapter 35.77 RCW, within 30 days of the adoption of this Resolution the City Clerk is hereby authorized and directed to file a copy of this Resolution, together with the Attachment A (Project Descriptions) and Attachment B (Expenditure year projections) attached hereto, with the Secretary of Transportation and Puget Sound Regional Council for the State of Washington.

ADOPTED this _____ day of December 2015.

Vern Little, Mayor

ATTEST:

Kathy Pugh, Deputy City Clerk

APPROVED AS TO FORM:

Grant K. Weed, City Attorney

Attachment A
 TIP with project with expenditure projections

City of Lake Stevens Start year: 2016
 Transportation Improvement Program (2016 - 2021)

Proj ID#	ROAD	FROM	TO	COST	TOTAL Project			LOCAL	GRANT	2016			2017			2018			2019			2020			2021			Beyond	
					Design	ROW	Constr			Design	ROW	Constr	Design	ROW	Constr	Design	ROW	Constr	Design	ROW	Constr	Design	ROW	Constr	Design	ROW	Constr		Design
2(2)	SR 9/4th NE - Intersection - sub-project of 2(1)	4th St NE	-	See 2(1)																									
2(1)	SR 9/SR 204 - System	91st Ave NE	4th St NE	68,000,000	10,200,000	8,160,000	49,640,000		68,000,000	1,020,000	816,000		3,060,000	2,040,000	1,200,000	2,550,000	2,856,000	1,800,000	2,040,000	2,448,000		1,530,000		6,000,000			12,000,000	28,640,000	
D(1C) 3	SR 92 & Grade Rd RAB Intersection 90th Ave NE Connector SR 204		Vernon	4,105,221 1,140,000	410,522 114,000	3,694,699 200,000	826,000	1,026,305 1,140,000	3,078,916 -												826,000	410,522		1,026,305		114,000	200,000	2,668,394	- 826,000
7(4) W 2	91st Ave NE SR 204 SR 92 and Lake Dr Re-channelization		Vernon	351,000 200,000	35,100 30,000	20,000 -	295,900 170,000	351,000 -	- 200,000					35,100 30,000	20,000 -						295,900 170,000								- -
7(1)	20th St SE - Segment 1	83rd Ave SE	91st Ave SE	4,980,567	573,000	935,400	3,472,167	1,041,650	2,430,517	250,000	374,160		323,000	561,240								1,388,867		2,083,300					-
7(3)	20th St SE - Segment 2	79th Ave SE	83rd Ave SE	3,970,366	397,838	921,922	2,650,606	1,389,628	2,580,738													99,460		298,379	500,000			3,072,528	
6(1)	24th St SE/73rd SE - Intersection	73rd Ave SE	-	800,000	80,000	50,000	670,000	800,000	-															25,000			775,000		
6(2)	24th St SE	73rd Ave SE	79th Ave SE	3,653,000	365,300	200,000	3,087,700	3,653,000	-															365,300			3,287,700		
6(3)	24th St SE/79th SE - Intersection	79th Ave SE	-	800,000	80,000	50,000	670,000	800,000	-															80,000			720,000		
6(6)	24th St SE	SR 9	91st Ave SE	2,970,000	297,000	200,000	2,473,000	2,970,000	-	297,000	200,000	494,600			1,978,400														-
2(2)	91st Ave SE	20th St SE	4th St SE	4,770,000	477,000	300,000	3,993,000	715,500	4,054,500										95,480				998,250					3,676,270	
2(3)	91st Ave SE	20th St SE	24th St SE	1,950,000	195,000	100,000	1,655,000	1,950,000	-										195,000	100,000			1,655,000					-	
8(4)	99th Ave NE	Market	4th St NE	1,170,000	117,000	40,000	1,013,000	292,500	877,500										117,000	40,000			1,013,000					-	
14(7)	99th Ave SE	20th St SE	4th St SE	4,763,800	476,380	200,000	4,087,420	1,905,520	2,858,280															476,380			4,287,420		
14(8)	99th Ave SE	20th St SE	Lake Stevens Rd	5,507,800	550,780	4,957,020	5,507,800	-																550,780			4,957,020		
D(1A)	20th St NE & Main Intersection			1,112,004	111,200	1,000,804	556,002	556,002														111,200				333,601	667,203		
D(1B)	Grade Road	20th St NE	SR 92	15,607,836	1,560,784	1,000,000	13,047,052	7,803,918	7,803,918															780,392			14,827,444		
12(5)	91st Ave NE - Intersection	Vernon Rd	-	200,000	20,000	180,000	200,000	-						20,000		180,000													-
15(2)	Lundeen/Vernon - Intersection	Vernon Rd	-	400,000	40,000	360,000	400,000	-																40,000		360,000		-	
15(1)	Vernon Road	91st Ave NE	SR 9	935,000	93,500	841,500	935,000	-													93,500		233,750				607,750		
2(4)	91st Ave SE Sidewalk	8th Ave SE	12th Ave SE	604,000	60,400	543,600	120,800	483,200		60,400		543,600																	
D6	N Lakeshore Dr Sidewalk	Main St	20th St NE	340,834	30,984	309,850	85,209	255,626		30,984		309,850																	
					16,315,788	12,377,322	99,638,318	33,558,623	93,179,196	1,627,400	1,390,160	1,038,200	3,383,000	2,601,240	3,178,400	2,635,100	2,876,000	2,150,000	2,447,480	2,588,000	2,510,767	2,244,682	-	13,009,605	2,730,231	700,000	15,381,995	66,344,335	

Attachment B
TIP with project with project descriptions

Revision: 11/23/15

Proj ID#	ROAD	FROM	TO	COST	YEAR/S	Description	Local	State/Fed	Mitigation	Dev Imp
2(2)	SR 9/4th NE - Intersection - sub-project of 2(1)	4th St NE	-	See 2(1)	2017-2018	Improve egress WB alignment right turn onto SR 9 and add a new right turn ingress for EB onto 4th St NE. Additional improvement is the construction of a new alignment N-S Village Way Road (93rd).	X	X	X	X
2(1)	SR 9/SR 204 - System	91st Ave NE	4th St NE	68,000,000		System improvement that includes roundabouts at SR 9/SR 204 and SR 9/91st Ave NE, improvements to the SR 9/4th Intersection (2(2)). This is a safety, economical, local circulation, and capacity improvements.	X	X	X	X
D(1C) 3	SR 92 & Grade Rd RAB 90th Ave NE Connector	Intersection SR 204	Vernon	4,105,221 1,140,000	2017>2018 2018	Roundabout intersection improvement with gateway treatment Construction of a new roadway segment that would allow for right in-right out movement for SR 204. Roadway would be developer driven	X	X	X	X
7(4)	91st Ave NE	SR 204	Vernon	351,000	2016	Upgrade roadway to create a pedestrian friendly downtown style streetscape	X		X	X
W 2	SR 92 and Lake Dr Re-channelization	Intersection		200,000	2016	State driven safety project to reduce vehicle conflicts		X		
7(1)	20th St SE - Segment 1	83rd Ave SE	91st Ave SE	-	2013>2018	Widening of existing two lane to four lane, providing non-motorized travel area with pedestrian sidewalks and improved drainage and lighting.	X	X	X	X
7(3)	20th St SE - Segment 2	79th Ave SE	83rd Ave SE	-	2013>2018	Widening of existing two lane to four lane, providing non-motorized travel area with pedestrian sidewalks and improved drainage and lighting.	X		X	X
6(1)	24th St SE/73rd SE - Intersection	73rd Ave SE	-	800,000	2013>2018	Construction of a new intersection to provide internal vehicle and non-motorized circulation adjacent to 20th Street SE. Construction is developer driven.			X	X
6(2)	24th St SE	73rd Ave SE	79th Ave SE	3,653,000	2013>2018	Construction of a new roadway segment to provide internal vehicle and non-motorized circulation adjacent to 20th Street SE. Construction is developer driven.			X	X
6(3)	24th St SE/79th SE - Intersection	79th Ave SE	-	800,000	2013>2018	Construction of a new intersection to provide internal vehicle and non-motorized circulation adjacent to 20th Street SE. Construction is developer driven.			X	X
6(6)	24th St SE	SR 9	91st Ave SE	2,970,000	2013>2018	Construction of a new roadway segment to provide internal vehicle and non-motorized circulation adjacent to 20th Street SE. Construction is developer driven.			X	X
2(2)	91st Ave SE	20th St SE	4th St SE	4,770,000	2014>2018	Widen to a three lane section with non-motorized improvements and pedestrian improvements that include sidewalk segments and curb separated walking paved shoulder areas along the east side of the roadway	X	X	X	X
2(3)	91st Ave SE	20th St SE	24th St SE	1,950,000	2014>2018	New connector roadway to 24th St SE			X	X
8(4)	99th Ave NE	Market	4th St NE	1,170,000	2015>2018	Enhance Streetscape with improvement with non-motorized enhancements and circulation improvements with a possible roundabout intersection at 4th NE	X	X	X	X
14(7)	99th Ave SE	20th St SE	4th St SE	4,763,800	2015>2018	Widen to a three lane section with non-motorized improvements and pedestrian improvements that include sidewalk segments and curb separated walking paved shoulder areas along the east side of the roadway	X	X	X	X
14(8)	99th Ave SE	20th St SE	Lake Stevens Rd	5,507,800	2015>2018	Widen to a three lane section with non-motorized improvements and pedestrian improvements that include sidewalk segments and curb separated walking paved shoulder areas along the east side of the roadway			X	X
D(1A)	20th St NE & Main Intersection	Intersection		1,112,004	2015>2018	Widening to provide turn pockets or possible roundabout improvements	X	X	X	X
D(1B)	Grade Road	20th St NE	SR 92	15,607,836	2015>2018	Widen to a three lane section with non-motorized improvements and pedestrian improvements that include sidewalk segments and curb separated walking paved shoulder areas along the west side of the roadway	X	X	X	X
12(5)	91st Ave NE - Intersection	Vernon Rd	-	200,000	2016>2018	Minor widening and possible mini-roundabout to improvement safety and circulation	X		X	X
15(2)	Lundeen/Vernon - Intersection	Vernon Rd	-	400,000	2016>2018	Channelization enhancement to improvement safety and circulation. May restrict through movement for east-east crossing (Vernon)	X		X	X
15(1)	Vernon Road	91st Ave NE	SR 9	935,000	2017>2018	Minor widening to provide for turn movement and improved pedestrian movement	X		X	X
2(4)	91st Ave SE Sidewalk	8th Ave SE	12th Ave SE	604,000	2016		X	X		
D6	N Lakeshore Dr Sidewalk	Main St	20th St NE	340,834	2016	Construction of sidewalk to complete connection from DT to 20th St NE/school zone	X	X	X	



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Memo

To: City Council
From: Mayor Little
Date: December 8, 2015
RE: Boards and Commissions Appointments

Planning Commission/Design Review Board:

On December 1, 2015 Tracey Trout and Bryan Terry were interviewed for the vacant Planning Commission position. The interviews were conducted by Councilmembers Spencer and Low, and Interim Planning Director Wright. The interview panel has recommended, and I also recommend, that the following appointments be made:

Planning Commission: Tracey Trout for the unexpired term ending December 31, 2015; additionally, Ms. Trout wishes to be reappointed for the term January 1, 2016 through December 31, 2019. With this appointment the Planning Commission will have a full membership.

Design Review Board: Bryan Terry for the unexpired term ending December 31, 2015; additionally, Mr. Terry wishes to be reappointed for the term January 1, 2016 through December 31, 2018. Mr. Terry was asked if he would like to be appointed to this board rather than the Planning Commission and he agreed. Additionally, please note that pursuant to LSMC § 14.16A.340(2) Design Review Board appointments are for a three year term.

With this appointment the Design Review Board will have one vacancy as staff was recently notified that one of the Design Review Board members does not wish to be reappointed when his term ends on December 31, 2015. Staff will advertise to fill this vacancy.

Parks Board:

Parks Board member Jim Kelley was originally appointed to the Parks Board on October 28, 2013 and his term expires on December 31, 2015. Mr. Kelley has requested he be reappointed for the term beginning January 1, 2016 and ending December 31, 2019. It is my recommendation that Mr. Kelley be reappointed to the Parks Board. With this appointment the Parks Board will have a full membership.



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ATTACHMENT A

Firm	Score
KPFF Consulting Engineers	512
Tetra Tech	466
OTAK	463
CHS Engineers	419
Reid Middleton	417
Harmsen & Associates	414
Gray & Osborne	410
Wilson Survey/Engineering	397
Group Four, Inc.	353
APS Survey & Mapping	340

ATTACHMENT B

MASTER ON-CALL PROFESSIONAL SERVICES AGREEMENT BETWEEN CITY OF LAKE STEVENS AND NAME OF CONSULTANT FOR SURVEYING 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 Consultant Name, a Washington Insert legal status, i.e., Limited Liability Company, Sole Proprietor, Inc., P.S., (“Consultant”), licensed to do business in the State of Washington.

This agreement is made pursuant to and in compliance with RCW 39.80 entitled “Contracts for Architectural and Engineering Services” following a Request for Qualifications awarded on _____, 2015.

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

ARTICLE I. PURPOSE

The purpose of this Agreement is to provide the City with consultant services regarding on-call surveying, GIS, plan review and right-of-way services as described in Article II. The general terms and conditions of the relationship between the City and the Consultant are specified in this Agreement. The specific projects will be implemented by a Supplemental Agreement to this Master Professional Services Agreement as set forth in **Exhibit A** and **Exhibit B**.

ARTICLE II. 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.

ARTICLE III. OBLIGATIONS OF THE CONSULTANT

III.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.

III.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.

III.3 TERM. The term of this Agreement shall commence on 1 January 2016 and shall terminate at midnight, 31 December 2017. The parties may extend the term of this Agreement by written mutual consent.

III.4 NONASSIGNABLE. The services to be provided by the Consultant shall not be assigned or subcontracted without the express written consent of the City.

III.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.

III.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)

III.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. **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.

III.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.

III.9 UNFAIR EMPLOYMENT PRACTICES. During the performance of this Agreement, the Consultant agrees to comply with RCW 49.60.180, prohibiting unfair employment practices.

III.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.

III.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.

III.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.

III.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.

III.14 SUBCONTRACTORS/SUBCONSULTANTS.

a. The Consultant shall 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 Exhibit No.:

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.

ARTICLE IV. OBLIGATIONS OF THE CITY

IV.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 \$75,000.00 per calendar year 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.

IV.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.

IV.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.

ARTICLE V. GENERAL

V.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 Contact
1812 Main Street
Post Office Box 257
Lake Stevens, WA 98258

Consultant Legal Name
Attn: Consultant Contact
Consultant Mailing Address
City, State Zip

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.

V.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.

V.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.

V.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.

V.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.

V.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.

V.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.

V.8 GOVERNING LAW. This Agreement shall be governed by and construed in accordance with the laws of the State of Washington.

V.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.

V.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.

V.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

TRUE AND ACCURATE NAME OF
CONSULTANT

By: _____
Vern Little, Mayor

By: _____

Printed Name and Title

Approved as to Form:

Grant K. Weed, City Attorney

EXHIBIT A
SCOPE OF SERVICES
ON-CALL SURVEY SERVICES

The purpose of this contract is for the selected firm to supplement services performed by the City's engineering and planning staff. The consultant will be responsible for the contract administration, management, inspection and coordination of all sub-consultant's work. The consultant will be required to sign and seal any documents that are developed as part of this contract.

Services provided under this contract may include but are not limited to the following:

- Design and Construction Surveying
- Construction Staking
- Controls
- Geographic Information System
- Plan Review
- Right-of-way Acquisition

On-call services will be performed through Professional Services Agreement Supplemental Agreements.

1. Master Professional Service Agreement for On-Call Survey services (Attachment A – Master On-Call Survey PSA). The On-call Survey Services awarded for this RFQ under authority of RCW 39.80 will be provided in the Master PSA.

2. Project Specific Professional Services Agreement Supplemental Agreements for On-call Survey Services
(Exhibit B: Project Specific Professional Services Agreement Supplemental Agreement).
The specific services for projects awarded under the Master PSA will be provided in Supplemental Agreement for specific projects with a scope of work and cost estimate including but not limited to:

- a. Project Name
- b. Technical approach to the task (if necessary)
- c. Specific deliverables
- d. Schedule with milestones and deliverables
- e. Cost/hour estimate
- f. Due date of work

Exhibit B
Project Specific - Professional Services Supplemental Agreement

SUPPLEMENTAL AGREEMENT NO. ____
TO
PROFESSIONAL SERVICES AGREEMENT
FOR
CITY OF LAKE STEVENS

This Supplemental Agreement No. ____ is made and entered into on the ____ day of _____, _____, between the City of _____, hereinafter called the "City" and _____, hereinafter called the "Consultant."

This agreement is made pursuant to and in compliance with the Master Professional Services Agreement for On-Call Surveying Services dated _____ and RCW 39.80 entitled "Contracts for Architectural and Engineering Services" following a Request for Qualifications awarded on _____, 20____.

WITNESSETH THAT:

WHEREAS, the parties hereto have previously entered into an Agreement for [insert description of project], hereinafter called the "Project," said Agreement being dated _____, _____; and

WHEREAS, both parties desire to supplement said Agreement, by expanding the Scope of Services to provide for _____ and to amend the total amount payable for this Agreement,

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

Each and every provision of the Original Agreement for Professional Services dated _____, shall remain in full force and effect, except as modified in the following sections:

1. Article II of the Original Agreement, "SCOPE OF SERVICES", shall be supplemented to include the Scope of Services as described in **Exhibit A1**, attached hereto and by this reference made part of this Supplemental Agreement No. ____.

2. Article IV of the Original Agreement, "OBLIGATIONS OF THE CITY", Paragraph VI.1 Payments, Section (a), Provides that 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 \$75,000.00 per calendar year 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. The costs for this Supplemental Agreement No. _____ are not to exceed \$ _____ as set forth in **Exhibit A 1** attached.

The Total Amount payable to the Consultant is summarized as follows:

Original Agreement Authorized Amount not to exceed per year	\$ _____
Supplemental Agreement No.1	\$ _____
Supplemental Agreement No.2	\$ _____
Supplemental Agreement No.3	\$ _____
Grand Total	\$ _____

3. Article III, Section III.3 of the Original Agreement, Term is amended to add that the parties agree to extend the term of the agreement to terminate at midnight _____, _____.

IN WITNESS WHEREOF, the parties hereto have executed this SUPPLEMENTAL AGREEMENT NO. _____ as of the day and year first above written.

CITY OF _____

By: _____
Mayor

By: _____
Its _____

ATTEST/AUTHENTICATED:

City Clerk

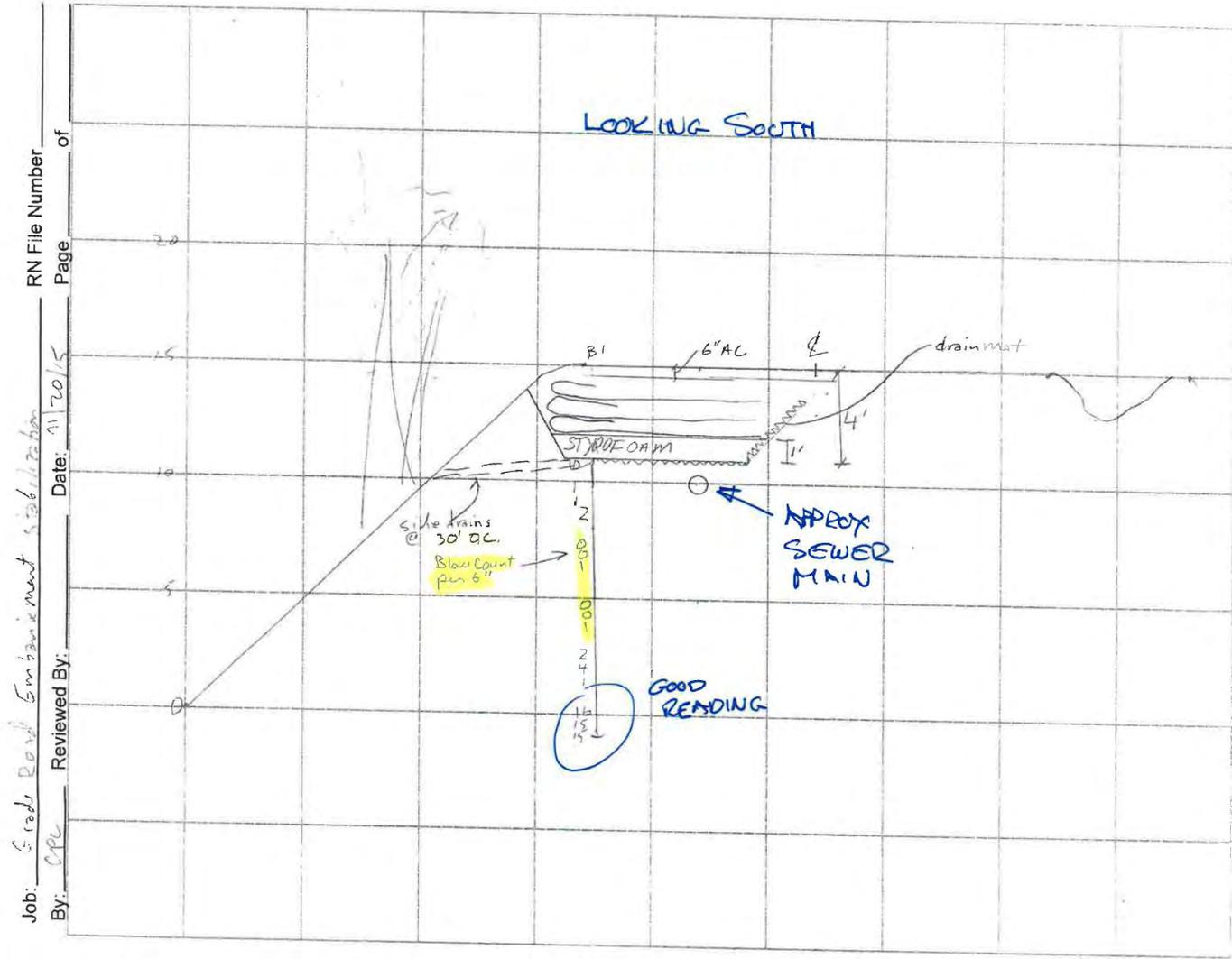
APPROVED AS TO FORM:

City Attorney

Exhibit A 1

- a. Project Name
- b. Technical approach to the task (if necessary)
- c. Specific deliverables
- d. Schedule with milestones and deliverables
- e. Cost/hour estimate
- f. Due date of work

EXHIBIT A



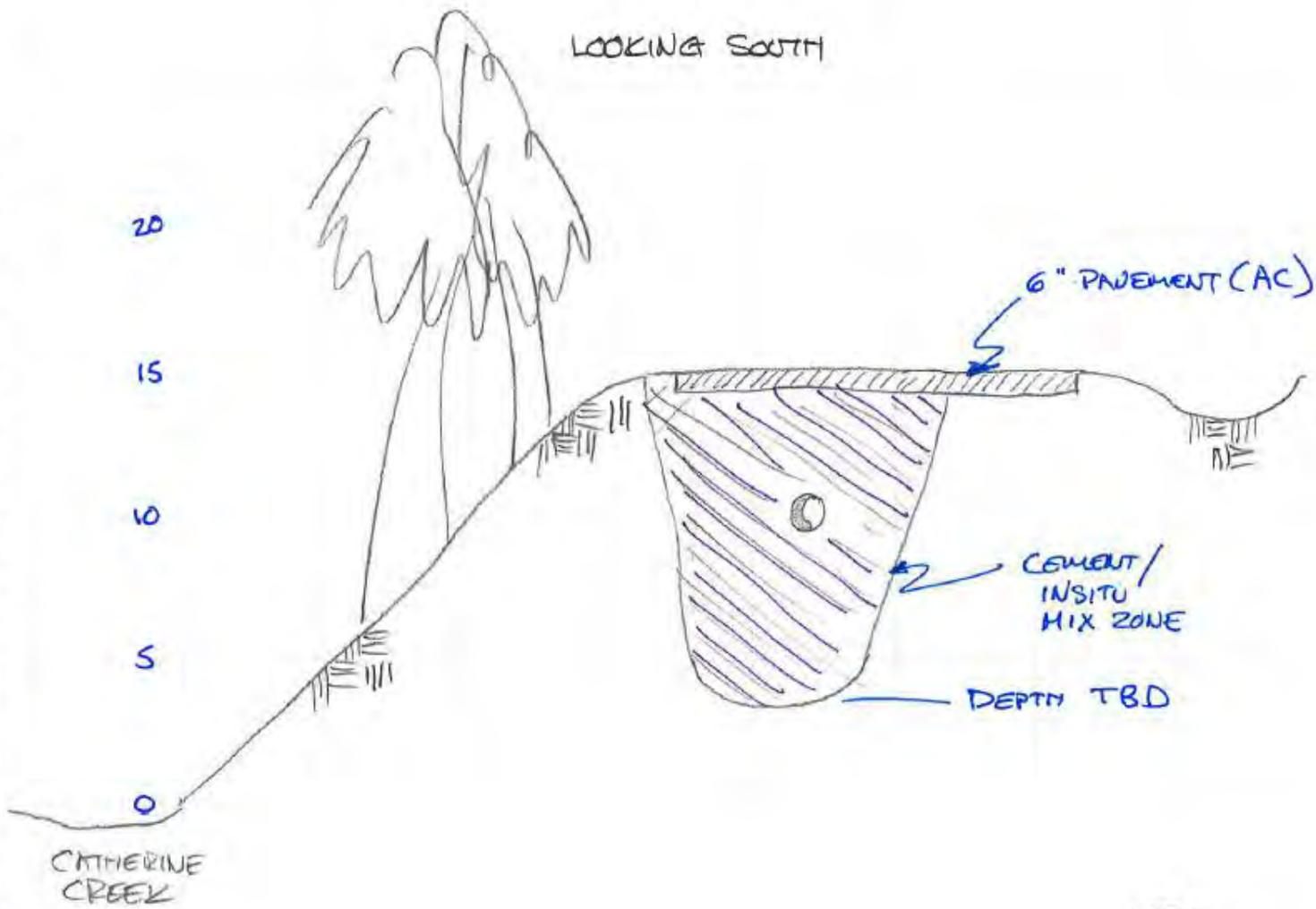
Robinson Noble, Inc. • 17625 -130th Avenue NE, Suite 102 Woodinville, WA 98072 • Ph: 425-488-0599 Fax: 425-488-2330

EXHIBIT B

Job No. _____ Sht. _____ Of _____
Project _____
By _____ Date 1 Dec 15

CITY
LAKE STEVENS

Subject GRADE ROAD EMBANKMENT STABILIZATION



NTS

EXHIBIT C

Grade Road

Update: 24 November 2015

This is a status report, with a little background on some of the concerns, on the Grade Road closure and efforts to get the roadway reopened.

Staff continues to keep Grade Road as a high priority project. Last week, the City met with the Sewer District and our Geotech to discuss options. A proposal from the Sewer District, and detailed by the Geotech, is included in the attached drawing. The idea is to perform an in-road improvement that could withstand a bank failure without creating a safety risk to the public using the roadway. This is being reviewed to determine if it is a feasible alternative.

The concern with any in-road alternative is that most of the fill materials in the roadway embankment are very poor. This is shown by a low number of “blow counts” (Standard Penetration Test (SPT) that counts number of weight blows (140 lbs.) in 6 inch increments). Below is a table showing typical blow count properties.

General Properties of Cohesive Soil (after ASCE 1996)

Soil Consistency Description	SPT Blow Count “N”	Undrained Shear Strength “c” – lb/ft ²	Saturated Unit Weight (psf)
Very Soft	0 – 2	< 250	< 100 - 110
Soft	3 – 4	250 – 500	100 – 120
Firm	5 – 8	500 – 1,000	110 – 125
Stiff	9 – 16	1,000 – 2,000	115 – 130
Very Stiff	16 – 32	2,000 – 4,000	120 – 140
Hard	> 32	> 4,000	> 130

Another alternative under review is to augment the existing embankment with Portland cement to strengthen the fill and remove some of the road area loading on the slope bank. This would address the soil strength issue.

The last alternative under consideration is a method of encapsulation, which is performed outside of the existing embankment area. This requires work on property that is currently private owned and relocation of the creek.

Time frame for in-road work, assuming it is found to be feasible, could be completed by this summer or sooner. The encapsulation could take up to 2 years to complete depending upon State approval for stream work. Staff is giving careful consideration for the quicker opening but continuing to look into the encapsulation should the quicker alternative prove to be infeasible.

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LOOKING SOUTH

APPROX SEWER MANU

GOOD READING

Side drains @ 30' DC, Blow Count plus 6"

Job: Grade Base Embankment Stabilization
 By: CPE
 Reviewed By:
 Date: 11/20/15
 Page 2 of 2
 RN File Number



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