

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 AND PARKS BOARD JOINT WORKSHOP MEETING AGENDA Lake Stevens Community Center 1808 Main Street, Lake Stevens

Tuesday, March 15, 2016 – 6:00 p.m.

CALL TO ORDER: 6:00 P.M. Mayor

ROLL CALL:

DISCUSSION ITEMS:

- *A 2016 Work Program Russ
- *B Parks Activities Underway or Planned in 2016 Russ
(Cavalero, Lundeen, Frontier Heights and Eagle Ridge Parks, Bonneville Field, Hartford Trail Connection)
- *C Park Component of Downtown Subarea Plan Russ

ADJOURN

CITY COUNCIL SPECIAL MEETING AGENDA Lake Stevens Community Center 1808 Main Street, Lake Stevens

Tuesday, March 15, 2016 – 7:00 p.m.

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

CALL TO ORDER: 7:00 P.M. Mayor

PLEDGE OF ALLEGIANCE Council President

ROLL CALL:

APPROVAL OF AGENDA: Council President

GUEST BUSINESS:

COUNCIL BUSINESS: Report on National League of Cities Congressional Cities Congress, Washington D.C.

MAYOR'S BUSINESS: AWC 2016 Board of Directors Recruitment Mayor

**CITY DEPARTMENT
 REPORT**

- CONSENT AGENDA:**
- *A Approve 2016 Vouchers Barb
 - *B Approve February 23, 2016 City Council-Planning Commission Joint Workshop Meeting Minutes Barb
 - *C Approve February 23, 2016 City Council Regular Meeting Minutes Barb
 - *D Approve March 1, 2016 City Council Workshop Meeting Minutes Barb
 - *E Final Project Acceptance of North Davies Sidewalk Adam
 - *F Approve Ordinance 950 Amending LSMC 3.04 Warrants Barb
 - *G Approve Resolution 2016-03 Acceptance of Credit and Debit Cards for Payments to the City Barb
 - *H Approve Salary Ranges for Planning and Community Development Director and Police Chief Mary
 - *I Approve Change of the Planning Administrative Assistant Job Title Listed in the 2016 Budget to Assistant Planner Steve/
Mary

- ACTION ITEMS:**
- *A Approve ILA with Snohomish County re Internet Services and Supplemental Work Orders 2016-001 and 2016-002 Troy
 - *B Authorize the Mayor to Execute Supplemental Agreement No. 2 with Tetra Tech for Regional Storm Pond Analysis Mick
 - *C Approve Contract with Sam's Tree Care Contract Mick
 - *D Approve Resolution 2016-004 Declaring an Emergency Regarding the Grade Road Embankment Movement Mick
 - *E Approve Contract with Marshbank Mick
 - *F Approve Contract with Perteet for Professional Grant Writing Services Mick

**EXECUTIVE
 SESSION:**

- STUDY SESSION:** *A Review Ordinance 952 Budget Amendment #1 Barb

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



LAKE STEVENS CITY COUNCIL
PLANNING COMMISSION
STAFF REPORT

Council Agenda March 15, 2016
Date: _____

Subject: Joint City Council / Park Board Workshop

Contact Russ Wright
Person/Department: Interim Planning Director **Budget** None
Impact: _____

RECOMMENDATION(S)/ACTION REQUESTED OF COUNCIL:

Joint discussion of park topics with the City Council and Park Board.

DISCUSSION ITEMS:

1. **2016 Work Program** – the 2016 Work Program includes review of eight items that include Cavalero Community Park, Coordination with other boards and commissions, Adopt-A-Park Program, Code Review, Trail Master Plan, Frontier Heights Park Acquisition, Bonneville Field, and Special Tasks. The Park Board will provide recommendations on the development phases of Cavalero Community Park in coordination with city and county staff. The Park Board will coordinate with the City Council, Arts Commission, Snohomish County and affected community groups on parks and recreation planning issues such as reviewing a beautification plan for the city and appointing members to stakeholder groups for the downtown subarea plan. Staff will work with the Park Board and Public Works Department to develop an Adopt-A-Park program to engage service and community groups to help maintain city parks. The Park Board will provide recommendations on municipal code amendments that affect park uses. The Park Board will review and make recommendations on the development of a trail master plan as opportunities arise. The Park Board will make recommendations on the future development options of Frontier Heights Park if the city is able to acquire this park. The City Council would like staff to explore annexing Bonneville field – the Park Board would make recommendations on future use options for the facility in addition to current sports uses. The Park Board will address special tasks as they arise related to parks and recreation as they occur – an example would be reviewing Eagle Scout projects.
2. **2016 Park Activities**
 - a. Cavalero Park – Snohomish County and the city staff continue to coordinate on the development of Cavalero Park. Phase I will include the construction of a skate park that will be in permit review this year. The county and city have been approached by a BMX group to jump start construction of their track prior to Phase I in a temporary alignment.
 - b. Lundeen Park – the Public Works staff has begun the renovation of the old ranger house that will be converted to a Visitor Center for use by Economic Development Staff and the Chamber of Commerce. Phase I renovation of the park has also begun starting with the removal of trees deemed hazardous, those limiting visibility of the park and others damaging sidewalks. Phase II will include a restoration plan.

- c. Hartford Trail Connection. Planning and Public Works Staff are working with property owners to establish a trail head near Old Hartford to access the Centennial Trail. The Park Board has approved the alignment. Staff will return with a design in the future.
 - d. Frontier Heights – The city will explore acquisition of this site in the next year and look to the Park Board to help establish a vision for uses. We have also had a preliminary conversation with BPA about uses in relation to the power lines.
 - e. Bonneville Field – City Council has expressed an interest in exploring annexation of this facility and other properties in the northeastern part of the city. Staff will begin an analysis of this later in the year.
 - f. Eagle Ridge – Staff hopes to review the Master Plan and recommend some improvements to be considered this year with City Council and the Park Board.
3. **Downtown Subarea Plan** – the city has started the process of soliciting a consultant to help develop the Lake Stevens Downtown Subarea Plan. Two tasks will be related to parks and recreation uses.
- a. North Cove Concept – as part of the plan, the consultant and stakeholders will recommend a plan concept for North Cove Park. Park Board will be consulted to refine proposed uses and amenities following public outreach.
 - b. Trail / Pedestrian Plan – as part of the plan, the consultant will propose pedestrian paths and trails to connect different portions of Downtown Lake Stevens. Trails / paths may include sidewalks/paths along streets, trails through parks and boardwalks near critical areas.

APPLICABLE CITY POLICIES:

Review of municipal code and comprehensive plan by City Council and Park Board

BUDGET IMPACT:

Direct budget impacts will require project specific funding to be approved by the Council as needed.

ATTACHMENTS:

A – 2016 Parks Work Program

PROJECT	PROCESS	SCHEDULE	START	PROJECT MANAGER
1. Cavalero Community Park – Continued coordination on Cavalero Community Park with Snohomish County and affected user groups.	Coordinate with user groups and provide input as needed.	Ongoing	Ongoing	REW / Parks Coordinator
2. Coordination with other groups – Continued coordination with the City Council, Arts Commission, Snohomish County and affected community groups on parks and recreation planning issues.	Specific tasks will be defined as project proceeds	To be determined	Ongoing	REW / Parks Coordinator
3. Adopt-a-Park – Establish / Redefine an Adopt-a-Park Program for the City in coordination with the Public Works Department, Community Service Groups and other interested organizations.	Specific tasks will be defined as project proceeds	To be determined	3 rd Quarter	Parks Coordinator
4. Code Review – Review and/or make recommendations on proposed municipal code amendments including park impact fees, review of Title 10 Parks and Recreation, recommendations on open spaces, commercial park uses, etc.	Specific tasks will be defined as project proceeds	To be determined	3 rd Quarter	TBD / Parks Coordinator
5. Trail Master Plan – Develop a framework for a Trail Master Plan to include a power line trail, shoreline access and pedestrian connections.	Specific tasks will be defined as project proceeds	To be determined	TBD	REW / MM
6. Frontier Heights Acquisition – Coordinate with affected Public and Private groups related to the transition and/or re-development of Frontier Heights Park.	Specific tasks will be defined as project proceeds	To be determined	TBD	TBD
7. Bonneville Field – Explore municipal annexation of Bonneville Field as a city park dedicated to sports uses.	Specific tasks will be defined as project proceeds	To be determined	TBD	REW
8. Special Tasks – Review and/or make recommendations on special parks & recreation projects as they arise throughout the year	Specific tasks will be defined as project proceeds	Ongoing	Ongoing	Varies

2016 Schedule will be every other month unless additional meeting are required and requested with advance notice.



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DATE: March 4, 2016

TO: Elected Officials

FROM: Craig George, Chair, AWC Nominating Committee Chair and Immediate Past President

SUBJECT: **2016 AWC Board of Directors Recruitment**

As communicated in the recent issue of CityVoice - electronic newsletter, the 2016 AWC Nominating Committee is currently calling for applications for open positions on the AWC Board of Directors and I wanted to let you know that there is still an opportunity to submit applications.

An AWC Bylaw amendment approved by the membership in 2014 went into effect in 2015, making At-Large Position #2 Western; and At-Large #4 Eastern, two-year terms beginning in 2016. At Large Positions #1 and #3 were elected to two year terms in 2015.

Members of the AWC Board of Directors play a critical leadership role in the success of the Association. As a board member, you provide overall governance and policy direction for the Association. The AWC Board annually adopts state and federal legislative priorities, adopts the AWC budget, establishes membership fees, and provides policy direction regarding a wide variety of other issues affecting cities and towns, and the association.

The Nominating Committee has received applications from the following candidates:

Open Positions

2016 Board Applicants

- | | |
|-------------------------------------|---|
| • President | Jim Restucci, Mayor, Sunnyside (incumbent) |
| • Vice President | Pat Johnson, Mayor, Buckley (incumbent) |
| • District 2 | KC Kuykendall, Councilmember, Waitsburg (incumbent) |
| • District 4 | |
| • District 6 | |
| • District 8 | Jon Nehring, Mayor, Marysville (incumbent) |
| • District 12 | Ed Stern, Councilmember, Poulsbo (incumbent) |
| • District 14 | Beth Munns, Councilmember, Oak Harbor (incumbent) |
| • At-Large #2 (Western, <5,000 pop) | |
| • At-Large #4 (Eastern, <5,000 pop) | Dorothy Knauss, Mayor, Chewelah (incumbent) |

If you are interested in serving, I strongly encourage you to apply. To do so, please complete and return the Board of Directors application, located at www.awcnet.org/AboutUs/Getinvolved.aspx, to AWC by **5:00 pm Friday, March 25, 2016**. You may mail, fax or email this form to the attention of Michelle Catlin, Association of Washington Cities, 1076 Franklin Street SE, Olympia, WA 98501; Fax: (360) 753-0149; or michellec@awcnet.org.

If you have questions about the AWC Board, please feel free to contact Luann Hopkins luannh@awcnet.org. You will find additional information about the AWC Board of Directors on awcnet.org (About Us, Board of Directors).



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CITY DEPARTMENT REPORT
MARCH 15, 2016 CITY COUNCIL SPECIAL MEETING

Finance Director/City Clerk

- Credit card terminals are expected to be delivered Friday, March 11th. Once all applicable requirements are met (Resolution passed, procedures written), the City will begin accepting Visa, Master Card, American Express, and Discover cards over the counter. Interim Director Wright and Director Stevens are work toward an online permitting solution that will be brought back to Council in the near future.
- As recommended by the Finance Subcommittee, staff is in process of drafting an ordinance to allow for the taxation of Hotel/Motels and Vacation Rentals. This funding source will be used exclusively for tourism promotion.

Planning Department

- Administrative – We will be welcoming two new employees in March: Dave Williamson will be the new Building Inspector / Code Enforcement Officer and Mellissa Place will be the new Associate Planner. Both employees come to us with lots of experience. We have also welcomed Belinda Beardsley as a temporary employee – she is assisting the Permit Specialists with a variety of tasks during this busy time.
- Long-range – Staff held the Comprehensive Docket public hearing with the Planning Commission and introduced the content-based sign code amendment. Staff also held a special meeting with the Park Board to discuss Economic Development Activities in Parks. Staff held a Bidder’s Meeting with firms interested in the Downtown Plan, Staff also attended the SCT Planning Advisory Committee. Topics discussed included Growth Target Reconciliation, Housing Policies, PSRC Regional Centers, and Proposed RUTA Changes.
- Current Planning / Building – 109 building permits, 23 Land Use Permits and 11 Business licenses were applied for in February. Land Use projects include rezone, plats and conditional use permits. There were 428 inspections in February.
- Economic Development – Jeanie Ashe organized a Brewer’s Forum that was well attended. I gave a presentation that provided a road map for a successful permitting process. Staff continues to coordinate with the Chamber of Commerce.

Police Department

- School Resource Officer Carter is the officer selected to be the Juvenile Drug Court liaison. He started and has attended three sessions of court. The court dates are every Friday afternoon. The program offers training for the new officers at no cost to the agencies. This is an excellent resource for young people.
- The Department is working with Public Works on the Homeless Encampments, and clean up of the encampments that have been cleared out. Next week we are meeting with a biohazard clean up company to see how we can safely and effectively perform the clean-up.
- On March 1st Chris Schedler was hired as an entry level officer. Chris is from Lake Stevens and was a building contractor. His academy is currently pending.
- The Department has three new replacement vehicles. One has been outfitted for patrol and is in service. Two are being outfitted and will be put into service when they are finished.

Public Works Department

- Lundeen Visitor Information Center status – Work is progressing well at the VIC. City crew is performing the earthwork around the house to accommodate an additional 8 parking slots next to the building. The Chamber is performing the improvement to the main restroom and entry area. Councilmember Daughtry has agreed to take the lead to work with some Rotarians to build the entrance deck. Furnishings have been ordered and communications are being scheduled to be installed. Bids will be sought soon for the concrete walkway, which may not be in until June/July (weather dependent). Landscaping is expected to follow after this work. The City is working with the Chamber on the Lease and staff support. The current target is to have the VIC open in May this year.
- Staff held a coordinating meeting with WSDOT last week to discuss several topics. Some key items were:
 1. SR 9/SR 204
 - The draft of the Consultants scope is near completion and will be sent to the City for review and approval. WSDOT is still on schedule to have the Consultant begin work by June of this year.
 - Staff has requested WSDOT to help with putting together an early press release to let the public know what is expected to come out soon.
 - WSDOT will be looking at getting a “Connecting Washington” sign ready for this project to be posted this year. An invitation to the Governor and Senator Hobbs, and other elected and staff officials will follow. A ceremony will be planned once some dates are known.
 - WSDOT was notified of the City’s actions on the acquisition efforts for Village Way.
 2. 24th Street SE Road Connection and Storm Pond
 - Staff presented the concept layout and showed how access onto SR 9 would be accomplished. WSDOT thought that the layout met the intent that they understood that the City had presented earlier.
 - Staff presented that there is interest in possibly relocating the SR0/24th WSDOT storm pond to another site. WSDOT will check into this and get the City staff connected with WSDOT storm group.
 3. State Route Speed Reduction – The City submitted a request last September for some speed reduction considerations on SR 9 and SR 92. WSDOT had some staff changes and this had gotten put aside. WSDOT will follow up on this and get a response back to the City on this request.
 4. US 2 Trestle (IJR & Bus Jump) – WSDOT, County, City of Everett, Community Transit, and Lake Stevens staff will be meeting for an initial kick off to get the process started for the Interchange Justification Report and the mid-span transit access for west bound on US 2. A date has not been set but all are aware of these subjects.
 5. State Route Landscaping – WSDOT was alerted that the City is developing a beautification plan and wanted to find out what the process is to perform this within the State’s ROW. They didn’t see this as an issue and would connect the City staff with WSDOT landscape group.
- Homeless Encampment Cleanup – Police and Public Works are working together to address site cleanup after a camp has been cleared of occupancies. Due to the nature of some activities (bio-hazardous materials) special training and handling is required. The City will be working to find a bio-hazard company to clean the sites.

BLANKET VOUCHER APPROVAL
2016

Payroll Direct Deposits	3/1/2016	\$137,841.66
Payroll Checks	39940-39941	\$4,105.08
Tax Deposit(s)	3/1/2016	\$56,041.82
Electronic Funds Transfers	ACH	\$165,381.94
Claims	39939, 39942- 39947, 39948- 40040	\$229,080.61
Void Checks	39865, 39676	(\$122.00)
Total Vouchers Approved:		\$592,329.11

This 15th day of March 2016:

I, the undersigned, do hereby certify under penalty of perjury that the materials have been furnished, the services rendered or the labor performed as described herein, that any advance payment is due and payable pursuant to a contract or is available as an option for full or partial fulfillment or a contractual obligation, and that the claim is a just, due and unpaid obligation against the City of Lake Stevens, and that I am authorized to authenticate and certify to said claim.

 Finance Director/Auditing Officer

 Mayor

We, the undersigned Council members of the City of Lake Stevens, Snohomish County, Washington, do hereby approve for payment of the above mentioned claims:

 Councilmember



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Checks to be Approved for 2/24/2016 to 3/8/2016

Name	Ck #	Date	Invoice #	Account #	Account Desc	Item Desc	Check Total	
Ace Hardware	39948							\$292.21
		3/4/2016	49495	001-010-576-80-31-00	PK-Operating Costs	Fasteners for Picnic bench	\$3.06	
			49540	001-008-521-20-31-01	LE-Operating Costs	Trailer lock	\$16.28	
			49585	001-008-521-20-31-01	LE-Operating Costs	Tools for new detective	\$86.78	
			49589	101-016-544-90-31-02	ST-Operating Cost	Tool pouches	\$27.14	
				410-016-531-10-31-02	SW-Operating Costs	Tool pouches	\$27.14	
			49615	101-016-544-90-31-02	ST-Operating Cost	Chain saw files & tools	\$28.19	
			49648	001-008-521-20-31-01	LE-Operating Costs	Flag	\$30.40	
			49658	101-016-544-90-31-02	ST-Operating Cost	Tool bags & tool belt	\$29.85	
				410-016-531-10-31-02	SW-Operating Costs	Tool bags & tool belt	\$29.85	
49707	001-008-521-20-31-01	LE-Operating Costs	Keys PT60 & PT61	\$13.52				
Nathan Adams	39949							\$255.00
		3/4/2016	4/16-4/21/16	001-008-521-21-43-00	LE-Boating-Travel	Meals during MBLE training-Adams	\$255.00	
AFLAC	0							\$1,447.04
		3/4/2016	03/01/16	001-000-284-00-00-00	Payroll Liability Other	Employee paid Insurance Prem	\$1,447.04	
Alexander Printing	39950							\$51.87
		3/4/2016	45691	001-007-558-50-31-01	PL-Operating Costs	Busniess Cards - Wright	\$51.87	
Alpine Fire and Safety Sys Inc	39951							\$110.82
		3/4/2016	26769	001-008-521-20-31-01	LE-Operating Costs	First aid supplies	\$110.82	
Assoc of Washington Cities	39952							\$320.00
		3/4/2016	41326	001-005-518-10-49-01	HR - Staff Development	2016 Labor Relations Institute-Edin	\$195.00	
			41329	001-005-518-10-49-01	HR - Staff Development	2016 Advanced HR Academy-Edin	\$125.00	
Assoc of Washington Cities EFT	0							\$89,012.46
		3/4/2016	3/1/16	001-000-283-00-00-00	Payroll Liability Medical	Medical Insurance Premium	\$89,012.58	
				001-013-518-30-20-00	GG-Benefits	Medical Insurance Premium	(\$0.12)	
Wayne Aukerman	39953							\$36.00
		3/4/2016	2/19/16 req	001-008-521-20-43-00	LE-Travel & Meetings	Meals at Police Skills Refresher-Aukerman	\$36.00	
Awards of Praise	39954							\$176.90
		3/4/2016	10002	001-008-521-20-31-01	LE-Operating Costs	Brass Plates/badges/plaques	\$176.90	
Janet Berg	39955							\$2,034.82
		3/4/2016	March2016	001-002-513-11-20-00	AD-Benefits	Medical Benefits March 2016	\$2,034.82	



Checks to be Approved for 2/24/2016 to 3/8/2016

Name	Ck #	Date	Invoice #	Account #	Account Desc	Item Desc	Check Total	
Kerry Bernhard	39956						Check Total	\$95.00
		3/4/2016	4/11-4/15/16	001-008-521-20-43-00	LE-Travel & Meetings	Meals during Crime Scene Photography training-Bernhard	\$95.00	
Ron Brooks	39957						Check Total	\$38.00
		3/4/2016	2/10/16 req	001-008-521-20-43-00	LE-Travel & Meetings	Meals at Operational Risk Mgmt training - R Brooks	\$38.00	
Bruce C Allen & Assoc Inc	39958						Check Total	\$2,800.00
		3/4/2016	16-004A	001-013-518-20-41-00	GG-Professional Service	Appraisal of 9407 - 4th St NE	\$2,800.00	
David Carter	39959						Check Total	\$36.00
		3/4/2016	2/11/16 req	001-008-521-20-43-00	LE-Travel & Meetings	Meals at Police Skills Refresher training - Carter	\$36.00	
CDW Government Inc	39960						Check Total	\$2,777.35
		3/4/2016	BZM1427	001-008-521-20-31-01	LE-Operating Costs	Panasonic Toughbook Warranty 5 yr	\$774.32	
			BZN3553	520-008-594-21-63-00	Capital Equipment	4 Havis Passenger side mounting packages	\$1,851.07	
			BZP7405	001-008-521-20-31-01	LE-Operating Costs	Power supply backup	\$151.96	
Cemex	39961						Check Total	\$197.65
		3/4/2016	9432656929	101-016-544-90-31-02	ST-Operating Cost	Asphalt	\$197.65	
City of Everett	39962						Check Total	\$240.00
		3/4/2016	I16000318	410-016-531-10-41-01	SW-Professional Services	Fecal coliform analysis	\$240.00	
City of Marysville	39963						Check Total	\$14,947.93
		3/4/2016	16-001	001-013-512-50-41-00	GG-Municipal Court Fees	Municipal Court fees January 2016	\$6,240.07	
			POLIN11-0622	001-008-523-60-51-00	LE-Jail	Prisoner Housing SCORE/Yakima & Medical-January 2016	\$6,171.48	
			POLIN11-0625	001-008-523-60-51-00	LE-Jail	Prisoner medical - June 2014	\$2,453.88	
POLIN11-0628	001-008-523-60-51-00		LE-Jail	Prisoner Transport services January 2016	\$82.50			
City of Mukilteo	39964						Check Total	\$105.00
		3/4/2016	3086	001-001-511-60-43-00	Legislative - Travel & Mtgs	SCC mtg 2/18/16	\$105.00	
Comcast	39965						Check Total	\$76.25
		3/4/2016	2/16 0810218	001-008-521-20-42-00	LE-Communication	Internet services - N Lakeshore	\$76.25	
	39966						Check Total	\$106.14
3/4/2016	2/16 0692756	001-008-521-20-42-00	LE-Communication	Internet services - Market Place	\$106.14			
Dataquest LLC	39967						Check Total	\$183.50
		3/4/2016	20160229	001-005-518-10-41-00	HR-Professional Services	New Hire Background checks	\$183.50	
Kim Daughtry	39942						Check Total	\$414.00
		3/2/2016	3/4-3/9/16	001-001-511-60-43-00	Legislative - Travel & Mtgs	Washington DC Per Diem-Daughtry	\$414.00	



Checks to be Approved for 2/24/2016 to 3/8/2016

Name	Ck #	Date	Invoice #	Account #	Account Desc	Item Desc	Check Total	
Day Wireless Systems	39968						Check Total	\$96.83
		3/4/2016	405702	001-008-521-20-26-00	LE-Clothing	Ear inserts - C Brooks	\$96.83	
Dell Marketing LP	39969						Check Total	\$1,121.07
		3/4/2016	XJWM5JX88	001-008-521-20-31-02	LE- Ops NW Computers	OptiPlex 9030 serial #6FL5482	\$1,121.07	
Dept of Licensing	0						Check Total	\$1,341.00
		3/4/2016	1428-1666	633-008-586-00-00-00	Gun Permit - State Remittance	Weapons permits	\$978.00	
			1662-1685	633-008-586-00-00-00	Gun Permit - State Remittance	Weapons permits	\$180.00	
			1667-1678	633-008-586-00-00-00	Gun Permit - State Remittance	Weapons permits	\$183.00	
Dept of Retirement (Deferred Comp)	0						Check Total	\$2,240.00
		3/4/2016	03/01/16	001-000-282-00-00-00	Payroll Liability Retirement	Employee Portion-State Deferre	\$2,240.00	
Dept of Retirement PERS LEOFF	0						Check Total	\$63,241.09
		3/4/2016	03/01/16	001-000-282-00-00-00	Payroll Liability Retirement	PERS LEOFF Contributions	\$63,241.09	
Dicks Towing	39970						Check Total	\$125.58
		3/4/2016	154163	001-008-521-80-40-01	LE - Evidence Impound	Evidence towing case 2016-3102	\$125.58	
Electronic Federal Tax Pmt System EFTPS	0						Check Total	\$56,041.82
		3/4/2016	03/01/16	001-000-281-00-00-00	Payroll Liability Taxes	Federal Payroll Taxes	\$56,041.82	
Electronic Business Machines	39971						Check Total	\$333.12
		3/4/2016	AR28275	001-007-558-50-48-00	PL-Repairs & Maint.	Copier maintenance	\$30.53	
				001-007-559-30-48-00	PB-Repair & Maintenance	Copier maintenance	\$30.53	
				101-016-542-30-48-00	ST-Repair & Maintenance	Copier maintenance	\$30.53	
				410-016-531-10-48-00	SW-Repairs & Maintenance	Copier maintenance	\$30.51	
		AR31526	001-007-558-50-31-01	PL-Operating Costs	Copier maintenance	\$52.76		
			001-007-559-30-31-01	PB-Operating Cost	Copier maintenance	\$52.74		
			101-016-542-30-48-00	ST-Repair & Maintenance	Copier maintenance	\$52.76		
410-016-531-10-48-00	SW-Repairs & Maintenance		Copier maintenance	\$52.76				
Everett Steel	39972						Check Total	\$98.15
		3/4/2016	112198	001-010-576-80-31-00	PK-Operating Costs	Angle iron	\$98.15	
Evergreen Security Systems	39973						Check Total	\$171.59
		3/4/2016	66202	001-008-521-20-31-01	LE-Operating Costs	Key cards	\$171.59	
Feldman and Lee	39974						Check Total	\$9,000.00
		3/4/2016	Feb 2016	001-011-515-91-41-00	LG-General Indigent Defense	Public Defender services February 2016	\$9,000.00	



Checks to be Approved for 2/24/2016 to 3/8/2016

Name	Ck #	Date	Invoice #	Account #	Account Desc	Item Desc	Check Total	
Brandon Fiske	39975						Check Total	\$36.00
		3/4/2016	2/11/16 req	001-008-521-20-43-00	LE-Travel & Meetings	Meals at Police Skills Refresher training - Fiske	\$36.00	
Donna Foster	39976						Check Total	\$109.50
		3/4/2016	36106	001-008-521-20-31-04	LE - Donation Exp - Other	Awards Ceremony Name Cards	\$25.03	
			36155	001-001-513-10-31-00	Executive - Supplies	Memo pads - Mayor Spencer	\$84.47	
Frontier	39977						Check Total	\$92.42
		3/4/2016	2/16 4253340835	001-013-518-20-42-00	GG-Communication	Telephone services	\$30.80	
				101-016-543-30-42-00	ST-Communications	Telephone services	\$30.81	
	410-016-531-10-42-00			SW-Communications	Telephone services	\$30.81		
	39978						Check Total	\$57.62
		3/4/2016	2/16 4253979674	101-016-542-64-47-00	ST-Traffic Control -Utility	Traffic control modem	\$57.62	
Grainger	39979						Check Total	\$129.93
		3/4/2016	9022098702	101-016-544-90-31-02	ST-Operating Cost	Leaf Rakes	\$70.25	
				410-016-531-10-31-02	SW-Operating Costs	Leaf Rakes	\$70.26	
		9024176431	101-016-544-90-31-02	ST-Operating Cost	Extension Cord	\$14.90		
				410-016-531-10-31-02	SW-Operating Costs	Extension Cord	\$14.90	
		9024993520	001-012-569-00-31-00	CS-Aging Services-Supplies	Returned water heater thermostat	(\$52.79)		
		9028645324	101-016-544-90-31-02	ST-Operating Cost	Measuring cup - quart	\$6.21		
				410-016-531-10-31-02	SW-Operating Costs	Measuring cup - quart	\$6.20	
Granite Construction Supply	39980						Check Total	\$7,161.92
		3/4/2016	262_00061961	101-016-544-90-31-02	ST-Operating Cost	T handle allen wrenches	\$40.00	
				410-016-531-10-31-02	SW-Operating Costs	T handle allen wrenches	\$40.00	
		262_00061965	101-016-542-64-31-00	ST-Traffic Control - Supply	No Parking/Dead end signs	\$515.85		
		262_00061967	101-016-544-90-31-02	ST-Operating Cost	Gas cans	\$37.46		
				410-016-531-10-31-02	SW-Operating Costs	Gas cans	\$37.47	
		262_00061968	410-016-531-10-31-02	SW-Operating Costs	Sensors for Sniffer and recalibration	\$347.52		
		262_00061969	101-016-542-64-31-00	ST-Traffic Control - Supply	No Parking/Do not block signs	\$567.98		
		262_00061971	101-016-542-64-31-00	ST-Traffic Control - Supply	Stop signs/speed limit signs/Bus stop signs	\$1,612.71		
		262_00062236	001-010-576-80-31-01	PK-Ops-Clothing	Tee shirts/Hoodies/Sweatshirts/Caps	\$1,320.97		
				101-016-542-90-31-01	ST-Clothing	Tee shirts/Hoodies/Sweatshirts/Caps	\$1,320.98	
				410-016-531-10-31-00	SW-Clothing	Tee shirts/Hoodies/Sweatshirts/Caps	\$1,320.98	



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Name	Ck #	Date	Invoice #	Account #	Account Desc	Item Desc	Check Total	
Gregs Custom Fishing Rods	39981						Check Total	\$94.46
		3/4/2016	2172016.3	410-016-531-10-31-02	SW-Operating Costs	Nets for cleaning garbage out of ditches & Basins	\$94.46	
Gavin Heinemann	39982						Check Total	\$255.00
		3/4/2016	4/17-4/22/16	001-008-521-21-43-00	LE-Boating-Travel	Meals at BMLE-Heinemann	\$255.00	
Kurt Hilt	39943						Check Total	\$414.00
		3/2/2016	3/4-3/9/16	001-001-511-60-43-00	Legislative - Travel & Mtgs	Washington DC Per Diem-Hilt	\$414.00	
Michael Hingtgen	39983						Check Total	\$256.00
		3/4/2016	5/1-5/6/16	001-008-521-21-43-00	LE-Boating-Travel	Meals at BMLE-Hingtgen	\$256.00	
HWA Geosciences Inc	39984						Check Total	\$2,491.21
		3/4/2016	26440	101-016-544-20-41-00	ST-Prof Srv - Engineering	Geotechnical Review - 24th Street SE	\$2,491.21	
International Council of Shopping Centers	39985						Check Total	\$50.00
		3/4/2016	2016 1504144	001-007-558-50-49-00	PL-Miscellaneous	2016 ICSC membership - Ashe	\$50.00	
Dennis Irwin	39986						Check Total	\$126.00
		3/4/2016	2/8/16 req	001-008-521-20-43-00	LE-Travel & Meetings	Meals for Police Skills Refresher Training - Irwin	\$36.00	
			5/2-5/6/16	001-008-521-20-43-00	LE-Travel & Meetings	Meals at Rifle Instructors course & PSR-Irwin	\$90.00	
J Thayer Company	39987						Check Total	\$671.38
		3/4/2016	1018185-0	001-007-558-50-31-00	PL-Office Supplies	Paper/legal pads	\$34.56	
				001-007-559-30-31-00	PB-Office Supplies	Paper/legal pads	\$34.56	
				101-016-544-90-31-01	ST-Office Supplies	Paper/legal pads	\$34.56	
				410-016-531-10-31-01	SW-Office Supplies	Paper/legal pads	\$34.57	
		1020495-0	001-002-513-11-31-00	AD-Office Supply	Dry erase board cleaner	\$6.06		
			001-005-518-10-31-00	HR-Office Supplies	Legal clasp folders	\$27.14		
			001-013-518-20-31-00	GG-Operating	Frames for recognitions/clasp envelopes	\$233.73		
		1020730-0	101-016-544-90-31-01	ST-Office Supplies	Bond paper	\$13.55		
			410-016-531-10-31-01	SW-Office Supplies	Bond paper	\$13.55		
		1022287-0	001-008-521-20-31-04	LE - Donation Exp - Other	Supplies for awards ceremony	\$108.96		
		1022287-1	001-008-521-20-31-04	LE - Donation Exp - Other	Supplies for awards ceremony	\$49.48		
		1022522-0	001-008-521-20-31-04	LE - Donation Exp - Other	Supplies for awards ceremony	\$26.00		
		1024349-0	001-007-558-50-31-00	PL-Office Supplies	File folders & wipes	\$40.08		
001-007-559-30-31-00	PB-Office Supplies		File folders & wipes	\$40.09				
C1022287-0	001-008-521-20-31-04	LE - Donation Exp - Other	Supplies for awards ceremony	(\$25.51)				



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Name	Ck #	Date	Invoice #	Account #	Account Desc	Item Desc	Check Total		
Kroesen's Uniforms	39988							Check Total	\$47.78
		3/4/2016	30938	001-008-521-20-31-04	LE - Donation Exp - Other	Taclite Pro Pants-Explorer		\$47.78	
Lake Stevens Chamber of Commer	39989							Check Total	\$10.00
		3/4/2016	01414	001-001-511-60-43-00	Legislative - Travel & Mtgs	Small Craft Brewery Build Your Business Forum-Holder		\$10.00	
Lake Stevens Police Guild	39990							Check Total	\$929.50
		3/4/2016	03/01/16	001-000-284-00-00-00	Payroll Liability Other	Employee Paid Union Dues		\$929.50	
Lake Stevens School District	39991							Check Total	\$3,937.38
		3/4/2016	1185	001-008-521-20-32-00	LE-Fuel	Fuel		\$3,937.38	
	39992							Check Total	\$82.50
		3/4/2016	2006	001-001-511-60-45-01	Legislative - Rentals	Chamber rental January 2016		\$82.50	
Jeff Lambier	39993							Check Total	\$244.00
		3/4/2016	2/3-2/4/16	001-008-521-20-43-00	LE-Travel & Meetings	Meals at PSR-Lambier		\$36.00	
			3/24/16	001-008-521-20-43-00	LE-Travel & Meetings	Meals at Operational Risk Mgmt-Lambier		\$38.00	
			3/6-3/11/16	001-008-521-20-43-00	LE-Travel & Meetings	Meals at LE Command College-Lambier		\$170.00	
Lewis County Sheriff	39994							Check Total	\$300.00
		3/4/2016	Training	001-008-521-40-49-01	LE-Staff Development	Gordon Grahamn Training - 5 attendees		\$300.00	
Samuel Low	39944							Check Total	\$414.00
		3/2/2016	3/4-3/9/16	001-001-511-60-43-00	Legislative - Travel & Mtgs	Washington DC Per Diem-Low		\$414.00	
Rauchel McDaniel	39945							Check Total	\$414.00
		3/2/2016	3/4-3/9/16	001-001-511-60-43-00	Legislative - Travel & Mtgs	Washington DC Per Diem-McDaniel		\$414.00	
Robert Miner	39995							Check Total	\$38.00
		3/4/2016	3/24/16	001-008-521-20-43-00	LE-Travel & Meetings	Meals at Operational Risk Mgmt training-Miner		\$38.00	
Nationwide Retirement Solution	0							Check Total	\$1,200.00
		3/4/2016	03/01/16	001-000-282-00-00-00	Payroll Liability Retirement	Employee Portion-Nationwide		\$1,200.00	
Northend Truck Equipment Inc	39996							Check Total	\$27,838.13
		3/4/2016	1032383	530-016-594-48-60-00	Purchase Of Capital Equipment	Rugby 2/3 yard dump body		\$27,838.13	
Office of The State Treasurer	39997							Check Total	\$13,753.15
		3/4/2016	02/2016	633-007-586-00-00-02	Building - State Bl	February 2016 State Court Fees		\$202.50	
				633-008-586-00-00-03	Public Safety And Ed. 1986	February 2016 State Court Fees		\$6,884.34	
				633-008-586-00-00-04	Public Safety And Education	February 2016 State Court Fees		\$4,307.10	
				633-008-586-00-00-05	Judicial Information System-Ci	February 2016 State Court Fees		\$1,140.52	



Checks to be Approved for 2/24/2016 to 3/8/2016

Name	Ck #	Date	Invoice #	Account #	Account Desc	Item Desc	
Office of The State Treasurer	39997	3/4/2016	02/2016	633-008-586-00-00-08	Trauma Care	February 2016 State Court Fees	\$391.20
				633-008-586-00-00-09	School Zone Safety	February 2016 State Court Fees	\$12.48
				633-008-586-00-00-10	Public Safety Ed #3	February 2016 State Court Fees	\$194.51
				633-008-586-00-00-11	Auto Theft Prevention	February 2016 State Court Fees	\$559.73
				633-008-586-00-00-12	HWY Safety Act	February 2016 State Court Fees	\$7.54
				633-008-586-00-00-13	Death Inv Acct	February 2016 State Court Fees	\$7.96
				633-008-586-00-00-14	WSP Highway Acct	February 2016 State Court Fees	\$45.27
Otak Inc	39998	Check Total \$2,933.00					
		3/4/2016	21600258	101-016-544-20-41-00	ST-Prof Srv - Engineering	Hartford Trail Head - Centennial Trail Connectivity	\$2,933.00
Pacific Power Batteries	39999	Check Total \$15.18					
		3/4/2016	12224788	001-007-558-50-31-01	PL-Operating Costs	Batteries	\$5.06
				101-016-544-90-31-02	ST-Operating Cost	Batteries	\$5.06
				410-016-531-10-31-02	SW-Operating Costs	Batteries	\$5.06
Perteet Engineering Inc	40000	Check Total \$29,545.83					
		3/4/2016	20120176.001-9	301-016-544-40-41-00	Street Op - Planning -Design	20th St SE Phase II-Segment 1 Design	\$29,545.83
Pitney Bowes	40001	Check Total \$113.10					
		3/4/2016	9619164-FB16	001-013-518-20-45-00	GG-Equipment Rental	Postage machine rental	\$113.10
Planning Association of Washington	40002	Check Total \$1,125.00					
		3/4/2016	90290216	001-007-558-50-49-01	PL-Staff Development	PAW 2016 Spring Conference - Wright	\$375.00
			90293582	001-007-558-50-49-01	PL-Staff Development	PAW 2016 Spring Conference - Pratschner	\$375.00
			90293810	001-007-558-50-49-01	PL-Staff Development	PAW 2016 Spring Conference - Meis	\$375.00
Prothman	40003	Check Total \$9,064.12					
		3/4/2016	2016-5217	001-002-513-11-41-00	AD-Professional Services	Municipal Consulting 1/29-2/12-16	\$9,064.12
Purchase Power	40004	Check Total \$350.00					
		3/4/2016	03/01/16	001-007-558-50-42-00	PL-Communication	Postage acct# 8000-9000-0183-1977	\$29.67
				001-013-518-20-42-00	GG-Communication	Postage acct# 8000-9000-0183-1977	\$306.33
				101-016-543-30-42-00	ST-Communications	Postage acct# 8000-9000-0183-1977	\$7.00
				410-016-531-10-42-00	SW-Communications	Postage acct# 8000-9000-0183-1977	\$7.00
Republic Services 197	40005	Check Total \$363.18					
		3/4/2016	0197-001928626	101-016-542-30-45-00	ST-Rentals-Leases	Dumpster Rental - City Shop	\$7.90
				101-016-544-90-31-02	ST-Operating Cost	Dumpster services - City Shop	\$173.69



Checks to be Approved for 2/24/2016 to 3/8/2016

Name	Ck #	Date	Invoice #	Account #	Account Desc	Item Desc		
Republic Services 197	40005	3/4/2016	0197-001928626	410-016-531-10-31-02	SW-Operating Costs	Dumpster services - City Shop	\$173.68	
				410-016-531-10-45-00	SW-Equipment Rental	Dumpster Rental - City Shop	\$7.91	
	40006	Check Total						\$261.90
		3/4/2016	0197-001928450	001-010-576-80-31-00	PK-Operating Costs	Dumpster svcs - Lundeen Park	\$248.26	
	001-010-576-80-45-00			PK-Equipment Rental	Dumpster rental - Lundeen Park	\$13.64		
	40007	Check Total						\$121.11
		3/4/2016	0197-001929216	001-013-518-20-31-00	GG-Operating	Dumpster services - City Hall	\$106.11	
	001-013-518-20-45-00			GG-Equipment Rental	Dumpster rental - City Hall	\$15.00		
Safeguard Pest Control Inc	40008	Check Total						\$103.17
		3/4/2016	50498	001-007-558-50-48-00	PL-Repairs & Maint.	Pest Control	\$12.90	
				001-007-559-30-48-00	PB-Repair & Maintenance	Pest Control	\$12.89	
				001-013-518-20-48-00	GG-Repair & Maintenance	Pest Control	\$51.58	
				101-016-542-30-48-00	ST-Repair & Maintenance	Pest Control	\$12.90	
				410-016-531-10-48-00	SW-Repairs & Maintenance	Pest Control	\$12.90	
SCCFOA	39939	Check Total						\$22.00
		2/24/2016	2/25 mtg	001-003-514-20-43-00	CC-Travel & Meetings	SCCFOA meeting dated 2/25/2016	\$22.00	
Gleb Shein	40009	Check Total						\$36.00
		3/4/2016	2/3-2/4/16	001-008-521-20-43-00	LE-Travel & Meetings	Meals at PSR - Shein	\$36.00	
Six Robblees Inc	40010	Check Total						\$341.26
		3/4/2016	14-319383	001-010-576-80-31-00	PK-Operating Costs	Toolbox	\$113.76	
				101-016-544-90-31-02	ST-Operating Cost	Toolbox	\$113.75	
				410-016-531-10-31-02	SW-Operating Costs	Toolbox	\$113.75	
Snohomish County Planning	40011	Check Total						\$6,358.00
		3/4/2016	I000405183	001-007-559-30-41-00	PB-Professional Srv	Building reviews & inspections January 2016	\$6,358.00	
Snohomish County PUD	40012	Check Total						\$2,609.16
		3/4/2016	104413515	101-016-542-63-47-00	ST-Lighting - Utilities	200178218	\$198.41	
			104413742	001-013-518-20-47-00	GG-Utilities	200245215	\$432.46	
			107748788	101-016-542-63-47-00	ST-Lighting - Utilities	200363505	\$93.96	
			111070568	001-010-576-80-47-00	PK-Utilities	205395999	\$98.52	
			127642627	101-016-542-63-47-00	ST-Lighting - Utilities	203582010	\$102.06	
			130947849	001-010-576-80-47-00	PK-Utilities	200493443	\$16.70	



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Name	Ck #	Date	Invoice #	Account #	Account Desc	Item Desc	
Snohomish County PUD	40012	3/4/2016	134242608	101-016-542-63-47-00	ST-Lighting - Utilities	202013249	\$83.87
			137450019	101-016-542-63-47-00	ST-Lighting - Utilities	205320781	\$61.03
			137450341	001-008-521-50-47-00	LE-Utilities	203033030	\$82.59
			147370830	101-016-542-63-47-00	ST-Lighting - Utilities	202342622	\$90.27
			150662147	001-010-576-80-47-00	PK-Utilities	202340527	\$8.07
				101-016-542-63-47-00	ST-Lighting - Utilities	202340527	\$8.08
				410-016-531-10-47-00	SW-Utilities	202340527	\$8.08
			157101916	101-016-542-63-47-00	ST-Lighting - Utilities	202648705	\$61.51
			163520325	001-008-521-50-47-00	LE-Utilities	202766820	\$667.36
			166793058	001-010-576-80-47-00	PK-Utilities	203599006	\$180.14
				101-016-543-50-47-00	ST-Utilities	203599006	\$180.14
				410-016-531-10-47-00	SW-Utilities	203599006	\$180.14
			166793195	101-016-542-63-47-00	ST-Lighting - Utilities	203728159	\$55.77
Snohomish County PWS	40013	Check Total					\$341.21
		3/4/2016	1000406268	101-016-542-64-48-00	ST-Traffic Control - R&M	Street light repair & maintenance	\$341.21
Snohomish County PWS	40014	Check Total					\$7,386.80
		3/4/2016	1000405564	001-008-521-20-48-00	LE-Repair & Maintenance Equip	Vehicle repair & maintenance	\$3,165.32
				101-016-542-30-48-00	ST-Repair & Maintenance	Vehicle repair & maintenance	\$1,095.46
				101-016-542-64-31-00	ST-Traffic Control - Supply	Sign posts	\$2,030.55
				410-016-531-10-48-00	SW-Repairs & Maintenance	Vehicle repair & maintenance	\$1,095.47
Check Total					\$1,571.47		
Snohomish County Sherrifs Office	40015	3/4/2016	2016-3023	001-008-523-60-51-00	LE-Jail	Prisoner housing January 2016	\$1,571.47
		Check Total					\$258.84
Snohomish County Treasurer	40016	3/4/2016	Feb 2016	633-008-586-00-00-01	Crime Victims Compensation	February 2016 Crime Victims Compensation	\$258.84
		Check Total					\$26,017.48
Snopac	40017	3/4/2016	8088	001-008-528-00-51-00	LE-Snopac Dispatch	Dispatch services	\$26,017.48
		Check Total					\$190.00
Society for Human Resource Mgmt	40018	3/4/2016	9006471989	001-005-518-10-49-00	HR-Miscellaneous	SHRM membership 2016-2017	\$190.00
		Check Total					\$959.60
Sound Publishing Inc	40019	3/4/2016	EDH680824	001-007-558-50-41-03	PL-Advertising	LUA2016-0004 McKay	\$80.96
			EDH681055	001-007-558-50-41-03	PL-Advertising	LUA2016-0001 Lake Drive Project	\$87.84



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Name	Ck #	Date	Invoice #	Account #	Account Desc	Item Desc		
Sound Publishing Inc	40019	3/4/2016	EDH681756	001-007-558-50-41-03	PL-Advertising	Critical Areas Regulations Update DNS	\$99.88	
			EDH682134	001-007-558-50-41-03	PL-Advertising	LUA2016-0010 Silverstone	\$77.52	
			EDH682145	001-007-558-50-41-03	PL-Advertising	LUA2016-0013 Lundeen Park Improvements	\$68.92	
			EDH682219	001-007-558-50-41-03	PL-Advertising	LUA2016-0005 Fairview Terrace	\$91.28	
			EDH682390	001-007-558-50-41-03	PL-Advertising	LUA2016-0004 McKay Public Meeting	\$86.12	
			EDH682406	001-007-558-50-41-03	PL-Advertising	LUA2016-0010 Silverstone Property	\$84.40	
			EDH683903	001-013-518-30-41-01	GG-Advertising	Joint City Council & Planning Commission workshop	\$32.80	
			EDH684404	001-012-573-20-31-00	CS-Arts Commission	Arts Commission Opening	\$43.00	
			EDH684451	001-007-558-50-41-03	PL-Advertising	Comprehensive Plan amendments 2016	\$79.24	
			EDH684457	001-012-572-20-31-00	CS-Library-Office & Operating	Library Board opening	\$48.28	
			EDH684963	001-013-518-30-41-01	GG-Advertising	Ordinance 949 & 951	\$37.96	
EDH685033	001-013-518-30-41-01	GG-Advertising	City Council workshops & meetings	\$41.40				
John Spencer	39946	Check Total						\$414.00
		3/2/2016	3/4-3/9/15	001-001-513-10-43-00	Executive - Travel & Mtgs	Washington DC Per Diem-Spencer	\$414.00	
Springbrook Nursery	40020	Check Total						\$340.00
		3/4/2016	238448	101-016-544-90-31-02	ST-Operating Cost	Dump fees	\$120.00	
				410-016-531-10-31-02	SW-Operating Costs	Dump fees	\$120.00	
		238593	101-016-544-90-31-02	ST-Operating Cost	Dump fees	\$10.00		
			410-016-531-10-31-02	SW-Operating Costs	Dump fees	\$10.00		
		238603	101-016-544-90-31-02	ST-Operating Cost	Dump fees	\$40.00		
			410-016-531-10-31-02	SW-Operating Costs	Dump fees	\$40.00		
Standard Insurance Company	0	Check Total						\$4,898.49
		3/4/2016	03/01/16	001-000-284-00-00-00	Payroll Liability Other	Life/Disability Ins Premiums	\$148.00	
				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	\$111.28	
				001-004-514-23-20-00	FI-Benefits	Life/Disability Ins Premiums	\$113.71	
				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	\$139.15	
				001-007-558-50-20-00	PL-Benefits	Life/Disability Ins Premiums	\$302.33	
				001-007-559-30-20-00	PB-Benefits	Life/Disability Ins Premiums	\$134.10	
				001-008-521-20-20-00	LE-Benefits	Life/Disability Ins Premiums	\$2,517.69	
				001-010-576-80-20-00	PK-Benefits	Life/Disability Ins Premiums	\$59.65	



Checks to be Approved for 2/24/2016 to 3/8/2016

Name	Ck #	Date	Invoice #	Account #	Account Desc	Item Desc		
Standard Insurance Company	0	3/4/2016	03/01/16	001-013-518-30-20-00	GG-Benefits	Life/Disability Ins Premiums	\$27.99	
				101-016-542-30-20-00	ST-Benefits	Life/Disability Ins Premiums	\$640.95	
				401-070-535-10-20-00	SE-Benefits	Life/Disability Ins Premiums	\$21.69	
				410-016-531-10-20-00	SW-Benefits	Life/Disability Ins Premiums	\$611.28	
Staples	40021						Check Total	\$24.36
		3/4/2016	3293797778	001-008-521-20-31-00	LE-Office Supplies	Allant Consultant Zipfolio	\$24.36	
Barbara Stevens	40022						Check Total	\$6.78
		3/4/2016	2/23/16 req	001-001-511-60-43-00	Legislative - Travel & Mtgs	Water for Council meetings	\$6.78	
Tacoma Screw Products Inc	40023						Check Total	\$575.42
		3/4/2016	18105604	101-016-544-90-31-02	ST-Operating Cost	Sawzall blades	\$287.71	
				410-016-531-10-31-02	SW-Operating Costs	Sawzall blades	\$287.71	
Marcus Tageant	39947						Check Total	\$414.00
		3/2/2016	3/4-3/9/16	001-001-511-60-43-00	Legislative - Travel & Mtgs	Washington DC Per Diem-Tageant	\$414.00	
Teamsters Local No 763	40024						Check Total	\$706.00
		3/4/2016	03/01/16	001-000-284-00-00-00	Payroll Liability Other	Union Dues	\$706.00	
Dean Thomas	40025						Check Total	\$57.00
		3/4/2016	3/14-3/16/16	001-008-521-20-43-00	LE-Travel & Meetings	Meals at Amber Alert Training	\$57.00	
United Way of Snohomish Co	40026						Check Total	\$61.68
		3/4/2016	03/01/16	001-000-284-00-00-00	Payroll Liability Other	Employee Contributions	\$61.68	
UPS	40027						Check Total	\$45.06
		3/4/2016	74Y42076	001-008-521-20-42-00	LE-Communication	Evidence shipping	\$45.06	
Craig Valvick	40028						Check Total	\$74.00
		3/4/2016	2/3-2/4/16	001-008-521-20-43-00	LE-Travel & Meetings	Meals at PSR training	\$36.00	
			3/24/16	001-008-521-20-43-00	LE-Travel & Meetings	Meals at Operational Risk training	\$38.00	
WABO	40029						Check Total	\$95.00
		3/4/2016	31485	001-007-559-30-49-00	PB-Miscellaneous	2016 WABO Membership	\$95.00	
Jerad Wachtveitl	40030						Check Total	\$57.00
		3/4/2016	3/14-3/16/16	001-008-521-20-43-00	LE-Travel & Meetings	Meals at Amber Alert training	\$57.00	
WAPRO	40031						Check Total	\$75.00
		3/4/2016	1232	001-008-521-20-49-00	LE-Dues & Memberships	Membership - Katie Rivers	\$25.00	
			1233	001-008-521-20-49-00	LE-Dues & Memberships	Membership - Deborah Smith	\$25.00	



Checks to be Approved for 2/24/2016 to 3/8/2016

Name	Ck #	Date	Invoice #	Account #	Account Desc	Item Desc	
WAPRO	40031	3/4/2016	1331	001-003-514-20-49-00	CC-Miscellaneous	Membership - Barbara Stevens	\$25.00
Check Total							\$1,250.00
Washington State Criminal Justice	40032	3/4/2016	201125881	001-008-521-40-49-01	LE-Staff Development	Command College - Jeffery Lambier	\$1,250.00
Check Total							\$10.00
Washington State Parks and Recreation	40033	3/4/2016	512828	001-008-521-41-49-01	LE-Boating-Training	Boater Education card-Nathan Adams	\$10.00
Check Total							\$402.46
Washington State Support Registry	0	3/4/2016	03/01/16	001-000-284-00-00-00	Payroll Liability Other	Employee Paid Child Support	\$402.46
Check Total							\$1,599.40
Washington Teamsters Welfare Trust EFT	0	3/4/2016	3/1/16	001-000-283-00-00-00	Payroll Liability Medical	Teamsters Dental Ins Premiums	\$1,599.40
Check Total							\$791.70
Wave Broadband	40034	3/4/2016	3/16 102-296023	001-002-513-11-42-00	AD-Communications	Telephone Service	\$11.64
				001-003-514-20-42-00	CC-Communications	Telephone Service	\$23.28
				001-004-514-23-42-00	FI-Communications	Telephone Service	\$23.28
				001-005-518-10-42-00	HR-Communications	Telephone Service	\$11.63
				001-006-518-80-42-00	IT-Communications	Telephone Service	\$34.91
				001-007-558-50-42-00	PL-Communication	Telephone Service	\$75.69
				001-007-559-30-42-00	PB-Communication	Telephone Service	\$11.64
				001-008-521-20-42-00	LE-Communication	Telephone Service	\$395.85
				001-012-575-30-42-00	CS-Historical-Communications	Telephone Service Museum	\$11.64
				001-012-575-50-42-00	CS-Community Center - Comm	Telephone Service Senior Ctr	\$11.64
				001-013-518-20-42-00	GG-Communication	Telephone Service	\$46.55
				101-016-543-30-42-00	ST-Communications	Telephone Service Shop	\$66.97
				410-016-531-10-42-00	SW-Communications	Telephone Service Shop	\$66.98
Check Total							\$16,603.50
Weed Graafstra & Associates Inc	40035	3/4/2016	149	001-011-515-30-41-00	LG-Professional Service	Legal services - General Matters	\$16,603.50
Check Total							\$1,950.24
Western Conference of Teamsters Pension Trust	40036	3/4/2016	03/01/16	001-000-282-00-00-00	Payroll Liability Retirement	Employee Contributions - Teamster Pension	\$1,950.24
Check Total							\$2,127.48
Western Graphics Inc	40037	3/4/2016	20365	520-008-594-21-63-00	Capital Equipment	Graphics for PT62	\$774.32
			20374	520-008-594-21-63-00	Capital Equipment	Graphics for PT63	\$676.58



Checks to be Approved for 2/24/2016 to 3/8/2016

Name	Ck #	Date	Invoice #	Account #	Account Desc	Item Desc		
Western Graphics Inc	40037	3/4/2016	20382	520-008-594-21-63-00	Capital Equipment	Graphics for PT64	\$676.58	
Westview Ridge Homes LLC	40038						Check Total	\$150.00
		3/4/2016	BLD2016-0165	001-000-322-10-00-00	Building Permits	Refund of Building permit BLD2016-0165	\$150.00	
Samps Wright	40039						Check Total	\$4,754.80
		3/4/2016	1-4	621-000-386-00-00-02	Retainage - Other PW Project	Sams Tree Service Retainage for Invoices paid 9/2015-2/2016	(\$1,555.42)	
			6	001-010-576-80-41-01	PK -Professional Tree Srv	Tree & Stump removal Baker Vista and Lundeen Park	\$6,642.34	
			6a	621-000-386-00-00-02	Retainage - Other PW Project	Sams Tree Service Retainage for invoice 6	(\$332.12)	
Zachor and Thomas Inc PS	40040						Check Total	\$12,215.52
		3/4/2016	661	001-011-515-30-41-01	PG-Prosecutor Fees	Prosecutor Retainor for Feb 2016 plus balance from January	\$12,215.52	
Total							\$450,504.37	



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**CITY OF LAKE STEVENS
CITY COUNCIL AND PLANNING COMMISSION
JOINT WORKSHOP MEETING MINUTES**

Tuesday, February 23, 2016

Lake Stevens School District Educational Service Center (Admin. Bldg.)
12309 22nd Street N.E. Lake Stevens

CALL TO ORDER: 6:00 p.m. by Mayor John Spencer

COUNCILMEMBERS PRESENT: Kim Daughtry, Sam Low, Kurt Hilt, Todd Welch, Rauchel McDaniel, Kathy Holder; Marcus Tageant arrived at 6:31 p.m.

PLANNING COMMISSIONERS PRESENT: Tom Matlack, Vicki Oslund, Tracey Trout, Gary Petershagen, Janice Huxford

STAFF MEMBERS PRESENT: Interim City Administrator Mary Swenson, Interim Planning & Community Development Director Russ Wright and Deputy City Clerk Kathy Pugh

Mayor Spencer opened the meeting and invited Planning Commissioners to express any questions or concerns they may have, now or in the future.

Mayor Spencer turned the meeting over to Interim Planning Director Russ Wright.

2016 Long Range Work Program / 2016 Comprehensive Plan Docket: Director Wright provided an overview of the 2016 Long Range Work Program and the 2016 Comprehensive Plan Docket. Discussion ensued and included questions regarding buffers and the Department of Ecology requirements for critical areas, the siting of wireless facilities within the City, what is allowable parking for recreational vehicles and finding solutions for homeless camps.

Director Wright provided a brief overview of the 2016 Comprehensive Plan docket process and proposed. Planning Commissioner Huxford suggested there be an accessible directory for citizens to access as the docket and subarea plan move forward.

Code Amendments Under Review: Director Wright reviewed and updated the proposed amendments to the zoning code including co-location of marijuana retail facilities, critical areas, amendments to the clearing and grading permit process to clarify the process, the proposed increased administrative authority for directors, and the new legal requirements regarding sign content. Discussion ensued and Director Wright responded to Councilmembers' and Planning Commissioners' questions, particularly relating to marijuana retail facilities and grow operations, critical areas and the clearing and grading permit process.

Annexation Strategy: Director Wright noted Council's renewed interest in annexation and requested direction for Staff setting priorities. Director Wright noted there are many considerations with annexation including finance impacts, annexation area service needs, zoning and citizen outreach.

Mayor Spencer commented the City wants to begin with the smaller areas in the northeast portion of the City and also said the pocket area associated with Bonneville Field is a priority.

Downtown Subarea Plan: Director Wright said the Request for Proposal for a consultant to assist with the Downtown Subarea Plan has been sent out and he reviewed a timeline for evaluating responses and retaining a consultant.

Adjourn: The joint workshop adjourned at 6:58 p.m.

John Spencer, Mayor

Tom Matlack, Planning Commission Chair

Kathy Pugh, Deputy City Clerk

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

Tuesday, February 23, 2016
Lake Stevens School District Educational Service Center (Admin. Bldg.)
12309 22nd Street N.E. Lake Stevens

CALL TO ORDER: 7:02 p.m. by Mayor John Spencer

COUNCILMEMBERS PRESENT: Kim Daughtry, Sam Low, Kurt Hilt, Todd Welch, Rauchel McDaniel, Kathy Holder, Marcus Tageant

COUNCILMEMBERS ABSENT: None.

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, Public Works Crewmembers Mike Bredstrand, Rex Ubert, Trevor Mann, Justin Evans, Phillip Stevens, Mark Hammrich, Civil Engineer Adam Emerson, Deputy City Clerk Kathy Pugh and City Attorney Cheryl Beyer

OTHERS: Paul Ryan

Pledge of Allegiance: Council President Sam Low led the Pledge of Allegiance in the absence of Lake Stevens High School ASB president Peter Condyles, who was unexpectedly not able to attend tonight's meeting.

Roll Call. All Councilmembers were present.

Approval of Agenda: Council President Low advised that Action Item C, Approval of Ordinance 952 Amending LSMC 2.12 – Mayor is being removed from the agenda, and also that there will be an Executive Session to discuss two matters.

MOTION: Councilmember Tageant moved, Councilmember Hilt seconded, to approve the agenda as amended. On vote the motion carried (7-0-0-0).

Boards and Commissions: Mayor Spencer introduced Paul Ryan and said that it is his recommendation to appoint Mr. Ryan to one of the two vacant Library Board positions for a term expiring December 31, 2019.

MOTION: Councilmember Daughtry moved, Councilmember Welch seconded, to appoint Paul Ryan to the Library Board for a term expiring December 31, 2019. On vote the motion carried (7-0-0-0).

Guest Business. None.

Council Business:

Employee Recognition: Council President Low recognized Finance Director/City Clerk Barb Stevens for her outstanding contributions to the City and presented her with a plaque.

Council President Low recognized the Public Works Department, and particularly the crew members for their outstanding work over the last several months. Council President Low thanked the crews for all of the extra work they have provided, particularly during the large power outage last fall, and also for the recent cleanup efforts in Lundeen Park.

Council Business: Councilmembers reported on the following: Councilmember Daughtry: Public Works subcommittee, Snohomish County Cities (SCC), Snohomish County Committee for Improved Transportation (SCCIT); Councilmember Low: Public Works Lunch, Parks subcommittee, Public Works subcommittee, homeless encampment cleanup, City Council workshop scheduled for March 1, 2016, and recognized outgoing Police Chief Dan Lorentzen for his service to the City and community; Councilmember Hilt: SCC, Snohomish Health District; Councilmember Welch: Arts Commission; Councilmember McDaniel: Public Works Luncheon, Lake Stevens Fire Open House for Deputy Chief and Fire Marshall candidates; Councilmember Holder: SCC, Parks subcommittee

Mayor's Business: Mayor Spencer said he also attended the Public Works Luncheon and thanked the crews for the work they do. Mayor Spencer referred to correspondence from the Association of Washington Cities (AWC) seeking nominations to the 2016 Board of Directors and encouraged any Councilmembers interested to let him and the Council President know. Nominations are requested by March 25, 2016.

City Department Report. Interim City Administrator Mary Swenson: Upcoming National League of Cities Congressional City Conference, Lake Stevens Fire reception; Finance Director/City Clerk Barb Stevens: City code amendments regarding the City Clerk and Finance departments, and first budget amendment will be brought forward in the near future, City will be taking payments by credit card soon; Interim Planning and Community Development Director Russ Wright: Permits continue to be up, Fire Marshall interviews, upcoming Planner interviews and recommendation for Code Enforcement position, Snohomish County Housing Group, Snohomish County Parks meeting regarding Cavalero Park; Public Works Director Mick Monken: Visitor's Center, fish roundabout landscaping, US 2 Trestle "transit jump" support from Snohomish County.

Consent Agenda.

MOTION: Moved by Councilmember Tageant, seconded by Councilmember Hilt, to approve (A) 2015 Vouchers [Payroll Direct Deposits of \$148,290.73, Payroll Checks 39845-39846 totaling \$4,261.83; Tax Deposits of \$63,658.21, Electronic Funds Transfers (ACH) totaling \$5,087.80, Claims Check Nos. 39847-39938 totaling \$277,749.15, Voided Check Nos. 38327, 39818 and 39912 totaling \$3,160.52; Total Vouchers Approved: \$495,887.20], (B) January 29-30, 2016 City Council Special Meeting/Retreat Minutes, (C) February 9, 2016 City Council Regular Meeting Minutes, (D) Ordinance 951 Amending LSMC 2.54 Finance Department, (E) Long Range Planning Work Program, (F) Supplement No. 3 to Contract with AquaTechnex for Alum Treatment, (G) City Annual HVAC Services-Contract Correction, (H) Contract with Prothman for Interim Police Chief, (I) Contract with Prothman for Police Chief Recruitment. On vote the motion carried (7-0-0-0).

Action Items:

Approve Contract with AquaTechnex for Milfoil Treatment: Public Works Director Mick Monken presented the Staff report and noted the City and County have been very pleased with the services provided by AquaTechnex over the previous five years. Approval of this contract would extend those services another five years to December 2020. Director Monken invited Councilmembers' questions and there were none.

MOTION: Councilmember Holder moved, Councilmember Hilt seconded, to authorize the Mayor to execute a Professional Services Agreement with AquaTechnex, LLC to perform annual Eurasian Watermilfoil Control through December 2020 and authorize a treatment in 2016 for an amount of \$44,250. On vote the motion carried (7-0-0-0).

Ordinance 949 – Change in City Council Meeting Schedule in July and August: Finance Director/City Clerk Barb Stevens presented the Staff report and said this ordinance is brought forward on Council's recommendation that it would be beneficial to hold only one meeting in July and one meeting in August to allow both Council and Staff time to research and study various City business matters in depth. She then responded to Councilmembers' questions.

MOTION: Councilmember Daughtry moved, Councilmember McDaniel seconded, to approve Ordinance 949 amending LSMC 2.08.020 by providing that the Lake Stevens City Council will meet one time in July on the second Tuesday and one time in August on the fourth Tuesday of each year. On vote the motion carried (7-0-0-0).

Mayor Spencer commented on the approval of the AquaTechnex contracts for alum and milfoil contracts and said he hopes that at some point in the future there will be enough source control within the community that it will not be necessary to pay to maintain the quality of the lake water.

Executive Session: At 7:37 p.m. Mayor Spencer announced an executive session for 15 minutes beginning at 7:40 p.m. and ending at 7:55 p.m. with action to follow to discuss two real estate matters. At 7:49 p.m. Interim City Administrator Swenson announced the executive session is extended ten minutes to 8:05 p.m.

Mayor Spencer reconvened the meeting at 8:05 p.m.

MOTION: Councilmember Daughtry moved, Councilmember Holder seconded, to authorize the Mayor to enter into negotiations for the purchase of a parcel of land located on Village Way with the purchase price not to exceed the appraised land value of \$570,000. On vote the motion carried (7-0-0-0).

MOTION: Councilmember Hilt moved, Councilmember Daughtry seconded, to authorize the Mayor to enter into negotiations for a piece of property not publicly identified so as not to affect the purchase price, pending the outcome of an appraisal and feasibility study. On vote the motion carried (7-0-0-0).

Mayor Spencer announced a brief recess at 8:07 p.m. to allow Council to move into Study Session. The meeting reconvened at 8:10 p.m.

Study Session:

Administrative Authority Alternatives: Director Russ Wright presented the Staff report and said that tonight's discussion is regarding the idea of providing Directors greater discretion in decision making for minor alterations to zoning code standards, especially to sites and/or situations with unique characteristics or challenges, or when the change provides an equivalent or superior standard. This proposal was previously reviewed by the Planning Commission. Discussion ensued and Director Wright clarified that the present proposal extends only to the Zoning Code and not to the Building Code. To extend the proposal to the Building Code would require more research. Director Wright anticipated that once Council provides direction it will take approximately four months for Staff to return to Council with a final proposal. There was consensus among Council that a tiered approach to administrative authority is the preferred direction.

Adjourn:

Moved by Councilmember Low, seconded by Councilmember Welch, to adjourn the meeting at 8:23 p.m. On vote the motion carried (7-0-0-0).

John Spencer, Mayor

Kathy Pugh, Deputy City Clerk

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

Tuesday, March 1, 2016
Lake Stevens Community Center
1808 Main Street, Lake Stevens

CALL TO ORDER: 7:00 p.m. by Council President Sam Low Spencer

COUNCILMEMBERS PRESENT: Kim Daughtry, Sam Low, Todd Welch, Rauchel McDaniel, Kathy Holder, Marcus Tageant

COUNCILMEMBERS ABSENT: Kurt Hilt

STAFF MEMBERS PRESENT: Interim City Administrator Mary Swenson, Finance Director/City Clerk Barb Stevens, Interim Planning and Community Development Director Russ Wright, Interim Police Chief Ralph Kruse, Human Resources Director Steve Edin, Economic Development Coordinator Jeanie Ashe, Permit Specialist Jill Meis and Deputy City Clerk Kathy Pugh

OTHERS:

Roll Call: Council President Sam Low noted for the record that Councilmember Kurt Hilt was absent from the meeting.

Approval of Agenda: Council President Low said that an Executive Session, with no action to follow, is being added to the agenda.

Study Session:

Planning Department Update: Interim Planning and Community Development Director Russ Wright distributed a handout and provided an overview of the Planning & Community Development Department: Director Wright commented there are three divisions to the department: Planning, Economic Development and Building. He reviewed the roles and functions that each division fulfills.

The Planning Division deals with current issues, long range planning and parks planning; Economic Development handles marketing and recruitment of businesses; Building works with new building and code enforcement. Long range planning includes the annual comprehensive plan review and update, code amendments, annexation and rezones. Current issues primarily include the day-to-day activities of the Planning Department such as customer service, permit intake / processing and special event reviews. The Parks Division provides a liaison to the Parks Board and includes researching funding options and applying for grants.

Director Wright also commented on the regulatory authority that takes place in the department including compliance with the State Environmental Policy Act, implementation of the Shoreline Management Act regulations and compliance with flood plain regulations.

Under the Building section of the department, the Building Official completes plan reviews and building inspections, and the Building Inspector / Code Enforcement Officer responds to complaints related to building and zoning issues and inspects new construction.

Discussion ensued and Administrator Swenson commented that the Building Inspector / Code Enforcement Officer works closely with the Police Department.

Economic Development Coordinator Jeanie Ashe said that her role is the creation and implementation of strategies for the recruitment and expansion of tourism within the City and the development of policies that will assist in creation of business or improvements to the business environment.

Director Wright next reviewed the staffing and functions of staff in the Planning and Community Development Department and commented that discussion of the department structure is ongoing; he anticipated two of the four vacant positions will be filled in March. Director Wright said that the Permit Specialists play a large role as these positions are the first point of contact for the public. The Permit Specialists' role includes assisting with economic development, permit intake, records management, responding to public records requests and providing support to other staff and to various boards and commissions.

Director Wright reviewed the role of consultants in the department and said they have been utilized for plans review and inspections. Consultants are also used for review of critical areas, engineering plans and surveys, and that these are areas that require a higher level of expertise. Some of the costs of consultants are recovered through fees required as part of the permitting process. Director Wright commented there are other options for utilizing consultants, and that staff will be looking at developing a city-approved roster of critical areas consultants. This would allow applicants to directly arrange and pay for critical areas review, while at the same time providing quality control in this review process. Director Wright commented that even when the department is fully staffed there may continue to be a need to utilize consultants due to the high volume of permitting activity that is currently occurring.

Discussion ensued regarding buildable lands and the timetable for permit review from time of application to final approval. Director Wright commented the department processes are being reviewed for efficiency, including software options for permit input and online inspection requests.

Financial Update: Finance Director Barb Stevens provided four handouts and reviewed each of them. The first handout is an update of information provided at the recent Council retreat. Director Stevens noted the 2015 year end closed \$1.78 million over what was estimated and she will be bringing a budget amendment forward in the near future to update 2016 beginning fund balances. She also commented that expenditures were 8% less than budgeted over all funds. The handout, General Ledger, provides the detail of the 2015 revenue and expenditures.

Director Stevens commented that she added information regarding 2012 and 2013 balances, as well as actual vs. estimated variance percentages to provide a broader fiscal review. She said that 2016 budget amendments will be brought forward in March.

Director Stevens reviewed the sales tax trends to date and said that construction, retail and food service make up the largest portions of taxable sales. Director Stevens also reviewed general fund expenditures by department as well as project and purchase requests for 2015. Finally,

Director Stevens reviewed the fund structure handout and explained what type of information is provided in that handout.

Executive Session:

At 7:45 p.m. Mayor Spencer announced a brief recess and that an executive session would begin at 7:50 p.m. for ten minutes for the purpose of discussing a personnel matter, with no action to follow. At 8:00 p.m. it was announced the executive session would be extended five minutes.

Adjourn:

The meeting was adjourned at 8:05 p.m.

John Spencer, Mayor

Kathy Pugh, Deputy City Clerk



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LAKE STEVENS CITY COUNCIL
STAFF REPORT

Council **Agenda** 15 March 2016
Date: _____

Subject: N. Davies Sidewalk – Final Project Acceptance

Contact / Department: Adam Emerson, Public Works **Budget Impact:** \$283,989.66

RECOMMENDATION(S)/ACTION REQUESTED OF COUNCIL: **Authorize final project acceptance of the work performed by Trinity Contractors, Inc. for the N. Davies Sidewalk Connectivity Project.**

SUMMARY/BACKGROUND: On 27 July 2015, Council awarded Trinity Contractors, Inc. the contract for the construction of the N. Davies Sidewalk Connectivity Project. The authorized construction budget was \$355,603.43 which included a \$30,000 contingency. This work was completed in February 2016 and the work performed by Trinity Contractors Inc. meets the intent of the contract and was performed under due diligence. This Council action will final the project and begin the 45 lien period requirement.

The final construction cost is \$268,219.00 and the final design/survey cost is \$15,770.66 bringing the total project cost to \$283,989.66. This is \$71,613.77 under the approved costs. This discrepancy resulted primarily from the exclusion of Alternative 1 (rectangular rapid flashing beacons) from the project. Of the final project cost, \$29,705.00 was for change orders (a total of 11). Of this amount, \$16,810.95 was for unknown/change conditions and \$12,894.05 resulted from additional mobilizations required because of utility delays. All the change orders are listed on the attached Final Pay Estimate.

This project includes State grant funds through the Transportation Improvement Board (TIB) at a 66.248% match up to \$248,008.00. This was based on a total eligible project cost of \$374,363.00 which included both engineering and construction. The total project came in at \$283,989.66 producing a grant refund from TIB which is expected to be to \$188,137.47.

APPLICABLE CITY POLICIES:

BUDGET IMPACT: \$95,852.19 (City's match) which includes survey, design, environmental services and construction. TIB grant reimbursement is expected to be \$188,137.47.

ATTACHMENTS:

- ▶ Exhibit A: Final Quantity & Pay Estimate
- ▶ Exhibit B: Project Budget Summary

EXHIBIT A
Final Pay Estimate



City of Lake Stevens
N. Davies Sidewalk Project
FINAL - Quantity Summary Sheet

Period: 1-Aug-15 to 29-Feb-16
 Prepared by: Adam Emerson, E.I.T.
 Date: 24-Feb-16

Contractor:
 Trinity Contractors Inc
 PO Box 1348
 Marysville, WA 98270

Bid Item	Description	Unit	Est Qty	Unit Price	Contract Total	Previous Quantities Billed	Current Period Quantities	Quantity Billed to date	Current Period Amount	Total Paid to Date	Notes
1	Mobilization	LS	1	\$ 20,000.00	\$ 20,000.00	1.00	0.00	1.00	\$ -	\$ 20,000.00	
2	Project Temporary Traffic Control	LS	1	\$ 35,000.00	\$ 35,000.00	1.00	0.00	1.00	\$ -	\$ 35,000.00	
3	Inlet Protection	LS	1	\$ 1,000.00	\$ 1,000.00	1.00	0.00	1.00	\$ -	\$ 1,000.00	
4	Clearing and Grubbing	LS	1	\$ 10,000.00	\$ 10,000.00	1.00	0.00	1.00	\$ -	\$ 10,000.00	
5	Removal of Structure and Obstruction	LS	1	\$ 20,000.00	\$ 20,000.00	1.00	0.00	1.00	\$ -	\$ 20,000.00	
6	Removal of Existing Concrete (Asphalt/Cement)	SY	660	\$ 20.00	\$ 13,200.00	720.00	0.00	720.00	\$ -	\$ 14,400.00	
7	Crush Surfacing Base Course (1.5" minus)	TON	192	\$ 40.00	\$ 7,680.00	295.00	0.00	295.00	\$ -	\$ 11,800.00	
8	HMA CI 1/2 PG 64-22	TON	30	\$ 200.00	\$ 6,000.00	30.00	0.00	30.00	\$ -	\$ 6,000.00	
9	6" Compacted Depth Asphalt Treated Base Course	TON	50	\$ 200.00	\$ 10,000.00	67.00	0.00	67.00	\$ -	\$ 13,400.00	
10	High-Density Polyethylene (HDPE) Pipe (12")	LF	111	\$ 50.00	\$ 5,550.00	38.00	0.00	38.00	\$ -	\$ 1,900.00	
11	Solid Wall PVC Storm Sewer 6"	LF	48	\$ 75.00	\$ 3,600.00	11.00	0.00	11.00	\$ -	\$ 825.00	
12	12" Corrugated Metal Pipe	LF	34	\$ 75.00	\$ 2,550.00	38.00	0.00	38.00	\$ -	\$ 2,850.00	
13	Catch Basin Type 1	EA	5	\$ 1,500.00	\$ 7,500.00	5.00	0.00	5.00	\$ -	\$ 7,500.00	
14	Metal Fram and Vane Grate (CB Type 1)	EA	3	\$ 750.00	\$ 2,250.00	4.00	0.00	4.00	\$ -	\$ 3,000.00	
15	Metal Frame and Solid Grate (CB Type 1)	EA	2	\$ 750.00	\$ 1,500.00	1.00	0.00	1.00	\$ -	\$ 750.00	
16	Commercial Grade Trench Drain	LF	50	\$ 100.00	\$ 5,000.00	50.00	0.00	50.00	\$ -	\$ 5,000.00	
17	Cement Conc. Traffic Curb and Gutter	LF	817	\$ 27.50	\$ 22,467.50	817.00	0.00	817.00	\$ -	\$ 22,467.50	
18	Cement Conc. Sidewalk	SY	379	\$ 50.00	\$ 18,950.00	379.00	0.00	379.00	\$ -	\$ 18,950.00	
19	Cement Conc. Curb Ramp	EA	7	\$ 2,200.00	\$ 15,400.00	7.00	0.00	7.00	\$ -	\$ 15,400.00	
20	Cement Conc. Driveways	SY	130	\$ 75.00	\$ 9,750.00	130.00	0.00	130.00	\$ -	\$ 9,750.00	
21	Plastic Bicycle (Sharrow) Lane Symbol	EA	5	\$ 562.50	\$ 2,812.50	5.00	0.00	5.00	\$ -	\$ 2,812.50	
22	Plastic Crosswalk Line	SF	360	\$ 12.00	\$ 4,320.00	360.00	0.00	360.00	\$ -	\$ 4,320.00	
23	Dual Faced Curb	LF	100	\$ 30.00	\$ 3,000.00	100.00	0.00	100.00	\$ -	\$ 3,000.00	
24	4" Paint Line	LF	241	\$ 4.00	\$ 964.00	241.00	0.00	241.00	\$ -	\$ 964.00	
25	12" Paint Letters	EA	5	\$ 25.00	\$ 125.00	5.00	0.00	5.00	\$ -	\$ 125.00	
26	Wheel Stops	LF	105	\$ 20.00	\$ 2,100.00	90.00	0.00	90.00	\$ -	\$ 1,800.00	
27	Relocation of Signs	LS	1	\$ 1,000.00	\$ 1,000.00	1.00	0.00	1.00	\$ -	\$ 1,000.00	
28	New Signage	EA	1	\$ 2,000.00	\$ 2,000.00	1.00	0.00	1.00	\$ -	\$ 2,000.00	
29	Landscaping	FC	4	\$ -	\$ -	-	-	-	\$ -	\$ -	
30	Restoration	LS	1	\$ 2,500.00	\$ 2,500.00	1.00	0.00	1.00	\$ -	\$ 2,500.00	
31	Force Account	FA	1	\$ 30,000.00	\$ 30,000.00	-	-	-	\$ -	\$ -	
	C.O. #1 - One-time Survey	LS	1	\$ 3,663.90	\$ -	1.00	0.00	1.00	\$ -	\$ 3,663.90	Spec
	C.O. #2 - Water Line Removal	LS	1	\$ 416.44	\$ -	1.00	0.00	1.00	\$ -	\$ 416.44	TC
	C.O. #3 - 24" Curb Price Change	LF	65	\$ 2.00	\$ -	65.00	0.00	65.00	\$ -	\$ 130.00	COLS
	C.O. #4 - Unanticipated Berm Removal/Grading	LS	1	\$ 3,569.73	\$ -	1.00	0.00	1.00	\$ -	\$ 3,569.73	TC
	C.O. #5 - Restoration Material Changes	LS	1	\$ 341.43	\$ -	1.00	0.00	1.00	\$ -	\$ 341.43	COLS
	C.O. #6 - Tree Removal/Asphalt Pad Grading	LS	1	\$ 683.41	\$ -	1.00	0.00	1.00	\$ -	\$ 683.41	COLS - Vet
	C.O. #7 - Restoration Material Changes	LS	1	\$ 3,069.04	\$ -	1.00	0.00	1.00	\$ -	\$ 3,069.04	COLS
	C.O. #8 & 8a - Mobilization Delays (Subs)	EA	4	\$ 1,500.00	\$ -	4.00	0.00	4.00	\$ -	\$ 6,000.00	TC
	C.O. #9 - Additional Pavement Striping	LF	356	\$ 8.25	\$ -	356.00	0.00	356.00	\$ -	\$ 2,937.00	COLS - Dentist
	C.O. #10 - Utility Delay TC Remobilization	LS	1	\$ 6,894.05	\$ -	1.00	0.00	1.00	\$ -	\$ 6,894.05	TC
	C.O. #11 - Contract Adjustment	LS	1	\$ 2,000.00	\$ -	1.00	0.00	1.00	\$ -	\$ 2,000.00	TC
TOTAL PROJECT CONSTRUCTION COST										\$ 268,219.00	

Approvals:
 Recommended By: _____ (Project Manager) _____ Date
 Adam Emerson, E.I.T.
 Approval By: _____ (Public Works Director) _____ Date
 Mick Monken, P.E.
 Approval By: _____ (Finance Director) _____ Date
 Barb Stevens

EXHIBIT B
 Project Budget Summary

EXPENDITURES			
Task	Budget Costs	Actual Costs	Difference
Design/Survey	\$23,760.00	\$15,770.66	(\$7,989.34)
Environmental	\$0.00	\$0.00	\$0.00
Construction (Base)	\$325,603.43	\$268,219.00	(\$57,384.43)
Contingency	\$30,000.00	\$0.00	(\$30,000.00)
TOTAL Project Budget	\$379,363.43	\$283,989.66	(\$95,373.77)
REVENUES			
TIB Grant	\$248,008.00	\$188,137.47	(\$59,870.53)
City's Match	\$103,000.00	\$95,852.19	(\$7,147.81)



LAKE STEVENS CITY COUNCIL
STAFF REPORT

Council Agenda March 15, 2016
Date: _____

Subject: Ordinance 950 Amending Lake Stevens Municipal Code 3.04 and Adding a New Section 3.04.030 – Payments of Claims or Obligations of the City

Contact Barb Stevens, Finance Director/City Clerk **Budget** N/A
Person/Department: _____ **Impact:** _____

RECOMMENDATION(S)/ACTION REQUESTED OF COUNCIL: Approve Ordinance 950 Amending Lake Stevens Municipal Code Section 3.04 Relating to Payment of Claims.

SUMMARY/BACKGROUND:

Adoption of Ordinance 950 will amend LSMC 3.04 to update the claims/check process to be consistent with current practice and law.

Notable changes in the code section include:

- Removing references to “warrants.” The City use checks and electronic payment not warrants.
- Removing references to the review and approval of claims by the City Clerk and respective department heads. This is a function and responsibility of the Finance Director/Treasurer as Auditing Officer.
- Updating the language regarding use of a “blanket voucher” process. The replacement language is directly from the Washington State Auditor’s Officer Budgeting, Accounting and Reporting System (BARS) Manual.
- Adding section 3.04.030 - Payment of Claims or Obligations of the City. This section indicates the types of allowable payments, the public depository used by the City, and authorized signors on the account. Currently, the Finance Director is the main signatory, and the Human Resource Director is the secondary signature, as designated by the city administrator. The Mayor may be added to the bank’s authorized list at any time.

APPLICABLE CITY POLICIES: N/A

BUDGET IMPACT: N/A

ATTACHMENTS: Ordinance 950

CITY OF LAKE STEVENS
LAKE STEVENS, WASHINGTON

ORDINANCE NO. 950

AN ORDINANCE OF THE CITY OF LAKE STEVENS, AMENDING LAKE STEVENS MUNICIPAL CODE CHAPTER 3.04 RELATING TO PAYMENT OF CLAIMS; ESTABLISHING AN EFFECTIVE DATE; AND PROVIDING FOR SUMMARY PUBLICATION.

WHEREAS, the City Council desires to adopt this ordinance to update the claims/check process consistent with current practice and laws;

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

Section 1. LSMC Chapter 3.04 entitled “WARRANTS” is hereby amended to be entitled “PAYMENT OF CLAIMS AND OBLIGATIONS” and to read as follows:

Chapter 3.04
WARRANTS PAYMENT OF CLAIMS AND OBLIGATIONS

Sections:

- 3.04.010 Payment of Claims - Procedure
- 3.04.020 Blanket Approval
- 3.04.030 Payment of Claims or Obligations of the City.

3.04.010 Payment of Claims - Procedure.

All claims presented against the City by persons furnishing materials, rendering services, or performing labor, or for other contractual services, shall be audited before payment by the City Finance Director /Treasurer, as auditing officer, pursuant to LSMC Ch 2.24. ~~or in his absence by someone appointed by the mayor.~~ Such claims shall be prepared for audit and payment in compliance with the law and on a form in the manner prescribed by ~~the Division of Municipal Corporations in the State Auditor’s Office,~~ and shall provide for the authentication and certification by such auditing officer that such materials have been furnished, and services rendered, or labor performed as described, and that the claims of officers or employees of the City for services rendered the City shall be made by the person charged with the duty of preparing and submitting vouchers for the payment of such services, and ~~he~~ shall certify that the claim is just, due and unpaid, and which certification shall be a part of the voucher. (Ord. 39, Para 1, 1965)

3.04.020 Blanket Approval.

The State Auditor has approved blanket approval by the Council in the manner hereinafter set forth: That all bills and indebtedness of the City shall be presented to the Council on regular forms approved by the State Auditor ~~and the indebtedness upon each bill or voucher shall be approved by the City Clerk and the respective department head of~~

~~each department ordering or responsible for the ordering or receiving of such item of indebtedness and the Clerk shall thereafter prepare a list of all vouchers and cause the same to be numbered and identified in the manner hereinafter set forth and presented to the Council and upon presentation, a motion may be made adopting all of said vouchers referring to the numbers of the same and blanket approval shall then and thereafter signed by the Clerk and the Mayor and all Councilmen and it shall not be necessary to sign or approve upon each individual voucher their respective items as contained. (Ord. 61, 1968). Certification of claims may be made on each individual claim voucher or, subject to the acceptance and approval of the municipal legislative body, a blanket voucher certification may be used so long as it indicates the particular vouchers so certified.~~

3.04.030 Payment of Claims or Obligations of the City.

Pursuant to RCW 35A.40.020, payment of claims or obligations of the city shall be by check or electronic payment. The qualified public depository, whereon such checks/electronic payments are to be drawn, shall be Wells Fargo. The city officers authorized to sign checks and authorize electronic payment shall be the mayor, City Finance Director /Treasurer and the city administrator or designee. Checks shall be signed by any of the foregoing authorized signatories. Checks over \$10,000 shall be signed by any two of the foregoing authorized signatories.

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

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

PASSED by the City Council of the City of Lake Stevens this _____ day of March, 2016.

John Spencer, Mayor

ATTEST/AUTHENTICATION:

Kathy Pugh, Deputy City Clerk

APPROVED AS TO FORM:

Grant K. Weed, City Attorney

First and Final Reading:

Published

Effective Date:



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LAKE STEVENS CITY COUNCIL
STAFF REPORT

Council Agenda Date: March 15, 2016

Subject: Resolution 2016-03 Acceptance of Credit and Debit Cards for Payments Made to the City

Contact Person/Department:	<u>Barb Stevens – Finance/City Clerk</u>	Budget Impact:	<u>N/A</u>
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RECOMMENDATION(S)/ACTION REQUESTED OF COUNCIL:

Approve Resolution 2016-03 Acceptance of Credit and Debit Cards for Payments Made to the City.

SUMMARY/BACKGROUND:

The City recognizes the benefit to our customers by extending our acceptable methods of payment to include Visa, MasterCard, Discover and American Express credit cards and debit cards through a service provider. The City has a longstanding relationship with Wells Fargo for banking services and is in the process of adding merchant services to our agreement.

This resolution authorizes the City to accept credit and debit cards for payment of city fees and charges. In addition, authorization is given to the Finance Director to adopt procedures and policies regarding credit/debit card acceptance.

APPLICABLE CITY POLICIES:

N/A

BUDGET IMPACT: N/A

ATTACHMENTS:

- ▶ Resolution 2016-03 Acceptance of Credit and Debit Cards for Payments Made to the City

CITY OF LAKE STEVENS
Lake Stevens, Washington

RESOLUTION NO. 2016-03

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY
OF LAKE STEVENS, WASHINGTON, APPROVING THE
ACCEPTANCE OF CREDIT AND DEBIT CARDS FOR
PAYMENTS MADE TO THE CITY.**

WHEREAS, the City Council of the City of Lake Stevens recognizes the benefit to our customers by extending the service of accepting Visa, MasterCard, Discover and American Express credit cards and debit cards through a service provider,

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

1. The City is authorized to and may accept Visa, MasterCard, Discover and American Express credit cards and debit cards for payment of City fees and charges.
2. The City Finance Director is authorized to adopt procedures for the implementation of this resolution and to establish policies, limitations and conditions for acceptance of credit and debit card payments that are in the best interest of the City.

ADOPTED this ____ day of March 2016.

John Spencer, Mayor

ATTEST:

Kathy Pugh, Deputy City Clerk

APPROVED AS TO FORM:

Grant K. Weed, City Attorney

City of Lake Stevens Community Development Director Salary Survey

City	Population	Title	Salary Low	Salary High	Flat
Bonney Lake	19,490	Community Development Director	\$116,736	\$144,480	
Camas	21,210	Community Development Director	\$97,200	\$116,064	
Des Moines	30,100	Planning, Building and Public Works Director	\$115,080	\$139,896	
Kenmore	21,500	Community Development Director	\$93,732	\$129,432	
Maple Valley	24,230	Public Works & Com. Dev. Dir.	\$106,572	\$136,338	
Mill Creek	19,760	Director of Community & Economic Development	\$94,380	\$124,200	
Mountlake Terrace	21,090	Community & Economic Development Director	\$97,704	\$119,760	
Oak Harbor	22,000	Development Services Director	\$92,316	\$113,544	
Community Development Director Average			\$101,715	\$127,964	

Lake Stevens **30,000**

Recommended Range **\$105,000** **\$135,000**

Lake Stevens Current Range **\$103,086** **\$129,417**

Average of Cities 30,000 to 49,999 **\$107,100** **\$137,700**

Range Approved by Council **\$105,000** **\$137,700**

Police Chief Salary Survey

City	Population	Title	Salary Low	Salary High	Flat
Bonney Lake	19,490	Police Chief	\$116,736	\$144,480	
Camas	21,210	Police Chief	\$104,616	\$124,896	
Des Moines	30,100	Police Chief	\$119,688	\$145,488	
Kenmore	21,500	Police Chief	Contracted with King County Sheriff's Dept.		
Maple Valley	24,230	Police Chief	Contracted with King County Sheriff's Dept.		
Mill Creek	19,760	Police Chief	\$99,096	\$130,392	
Mountlake Terrace	21,090	Police Chief	\$126,492	\$135,060	
Oak Harbor	22,000	Chief of Police	\$95,088	\$116,940	
Police Chief Average			\$110,286	\$132,876	

Lake Stevens **30,000**

Recommended Range **\$120,000** **\$145,000**

Lake Stevens Current Range **\$107,184** **\$131,544**

Average of Cities 30,000 to 49,999 **\$124,400** **\$145,128**

Range Approved by Council **\$120,000** **\$145,128**





LAKE STEVENS CITY COUNCIL
STAFF REPORT

Council Agenda Date: March 15, 2016

Subject: Assistant Planner Position

Contact Person/Department: Mary Swenson/Administration
Steve Edin/Human Resources

Budget Impact: N.A.

RECOMMENDATION(S)/ACTION REQUESTED OF COUNCIL: **Approve change of the Planning Administrative Assistant job title listed in the 2016 budget to Assistant Planner.**

SUMMARY/BACKGROUND: During the 2015 budget process for the 2016 cycle, City Council approved an Administrative Assistant position for the Planning Department. Due to increased workload and the needs of the Planning Department, Interim Planning Director Wright and the Interim City Administrator Swenson determined that a higher level Assistant Planner would better serve the department.

The proposed Planning Assistant classification will serve under the direction of the Community Development Director and will be an entry level position. Examples of duties include performing professional planning functions and support functions that will assist with special projects, processing of development applications, preparation of reports, maps and provide support with special long range planning projects.

APPLICABLE CITY POLICIES: 2016 City of Lake Stevens Final Budget

BUDGET IMPACT: N.A.

ATTACHMENTS:

- ▶ Exhibit A: Assistant Planner Job Description

CITY OF LAKE STEVENS POSITION DESCRIPTION

POSITION TITLE:	Assistant Planner
DEPARTMENT:	Planning and Community Development
CLASSIFICATION:	Non-Exempt/Non-Union
EFFECTIVE DATE:	March 7, 2016

POSITION PURPOSE:

This position is an entry level position that performs a broad range of professional planning functions, support functions and assists with special projects under the direction of the Director or designee. Responsibilities include customer service, the timely and efficient processing of development applications; the preparation of reports, preparation of maps and support on special / long range projects. This class is distinguished from Associate Planner by the lower level of complexity of work and the support nature of planning responsibilities rather than project management and the level of expertise exercised in completing assignments and routine tasks.

SUPERVISION RECEIVED:*

- Works under the direction and supervision of the Director or designee

SUPERVISION EXERCISED:

- None

ESSENTIAL DUTIES AND RESPONSIBILITIES - *Essential duties and responsibilities may include, but are not limited to, the following:*

- Responds to citizen inquiries regarding the Comprehensive Plan, Zoning, Subdivision and Land Use Codes at the counter, over the phone, in writing, and at informal meetings. Researches and drafts revisions and amendments to City's development codes and regulations
- Reviews development applications for compliance with applicable development, zoning, subdivision, land use and environmental policies and regulations.
- Conducts field evaluations and assessments.
- Coordinates project proposal reviews with other agencies, city department and city boards commissions.
- Prepares, files and maintains records throughout the life of a project in compliance with a variety of federal, state and local codes.

* See "City of Lake Stevens, Administrative Organization" in the HR Policy and Procedures Manual.

- o Assists with the preparation and presentation of graphics and maps, noticing, staff reports and recommendations to the Director of Planning and Community Development, Hearing Examiner, City Council and other boards and commissions.
- o Researches and collects statistical / background data for senior staff as requested for current, long-range and special planning projects.
- o Assists with addressing citizen complaints related to zoning and land use issues as needed.
- o The duties listed above are intended only as illustrations of the various types of work to be performed. The omission of specific statements of duties does not exclude them from the position if the work is similar, related or a logical assignment of the position.

PERIPHERAL DUTIES

- o Perform the duties of subordinate personnel as needed.

PHYSICAL DEMANDS AND WORK ENVIRONMENT

Please see the attached questionnaire for position specific physical requirements and typical working conditions. The physical demands and work environment characteristics described in the attached form are representative of those an employee encounters while performing the essential functions of this job. Reasonable accommodations may be made to enable individuals with disability to perform the essential functions. Evening or variable hours to attend meetings is required.

QUALIFICATIONS:

Education, Training and Experience Guidelines:

- o Bachelor's Degree in urban planning or related field or one year of experience in a related field and ability to complete a Bachelor's Degree within one year.
- o Any combination of education and experience, which provides the applicant with the desired skills, knowledge and ability required to perform the job, may be substituted for these qualifications. Examples of these skills include:

Knowledge of:

- o The principles and practices of planning
- o State and federal statutes relating to current planning, zoning, land division, Shoreline Management Act, State Environmental Policy Act and the Growth Management Act.
- o Land use and environmental review requirements and their application in the overall permit process.
- o Principles and practices of research, project management and data collection.
- o Computers, typical office equipment and standard professional software programs such as Microsoft Office, Adobe, ArcGIS, etc.

Ability to:

- o Analyze, research and interpret codes, regulations, standards, plans and specifications.

- o Establish and maintain effective working relationships with the general public, elected and appointed officials and city employees.
- o Maintain a customer service orientation, be courteous and diplomatic in the exchange of information and present a positive image of the city in a variety of circumstances.
- o Effectively communicate complex and technical concepts orally and in writing to variety of audiences in a clear, effective and professional manner.
- o Attend to details while keeping big-picture goals in mind and creative problem-solving skills.
- o Work on several projects or issues simultaneously.
- o Work independently or in a team environment as needed.

LICENSE OR CERTIFICATION REQUIREMENTS:

- o Valid Washington State driver's license required.

This position description does not constitute an employment agreement between the employer and employee and is subject to change by the employer as the needs of the employer and requirements of the job change.

EMPLOYEE ACKNOWLEDGEMENT

____/____/____
DATE

COUNTY DEPARTMENT: Information Services

CONTACT PERSON: J.D. Braathen

ADDRESS: 3000 Rockefeller Ave. Everett, WA 98201

TELEPHONE/FAX NUMBER: (425) 388-7171 / (425) 388-3999

PUBLIC AGENCY: City of Lake Stevens

AGENCY CONTACT PERSON: City Clerk

ADDRESS: Post Office Box 257, 1812 Main St,

Lake Stevens, WA 98258

TELEPHONE/FAX: 425-334-1012

PROJECT: Information Technology Services

AMOUNT: As specified in Supplemental Work Orders

Not to exceed \$54,000 for the five (5) year life
of the Agreement

CONTRACT DURATION: Five (5) Years from date of Contract
Execution

INTERLOCAL AGREEMENT BETWEEN THE CITY OF LAKE STEVENS AND
SNOHOMISH COUNTY TO PROVIDE INFORMATION TECHNOLOGY SERVICES

THIS AGREEMENT BETWEEN THE City of Lake Stevens AND SNOHOMISH COUNTY TO PROVIDE INFORMATION TECHNOLOGY SERVICES (this "Agreement") is made and entered into as of this ____ day of _____, 2016, by and between Snohomish County, a political subdivision of the State of Washington, through its Department of Information Services (the "County" or "SCDIS"), and the City of Lake Stevens, a Washington municipal corporation ("COLS").

RECITALS

WHEREAS, this Agreement is made pursuant to the authority granted by Chapter 39.34 RCW, the Interlocal Cooperation Act; and

WHEREAS Chapter 2.350 of the Snohomish County Code (SCC) provides for SCDIS to provide information services, information processing, proprietary software and purchased services to public agencies and cash-on-delivery customers; and

WHEREAS COLS is a “public agency” as that term is defined in SCC 2.350.020(13) and RCW 39.34.020; and

WHEREAS, COLS requires supplemental information technology services in order to connect to Washington State and Regional Information Systems and may, in the future, require specific, yet to be identified information processing systems and services.

AGREEMENT

NOW, THEREFORE, in consideration of the respective agreements set forth below and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the SCDIS and the COLS agree as follows:

1. Scope of Information Services:

- a. SCDIS will provide information technology goods and information processing services according to Supplemental Work Orders (SWO). Each SWO shall be executed by the County Executive, or his designee, and an authorized agent for COLS, and subject to the general terms and conditions of this Agreement. Each SWO will include a description of the specific services to be provided, the term, and the costs of such service from quotation or from the published rate or fee schedule, and any other terms or conditions applicable to that service.
- b. The scope of information technology goods and information services to be provided are limited to the following:
 - i. Provide nine (9) unit spaces in the Meet-Me-Room rack to mount the COLS network equipment in the SCDIS data center, and
 - ii. Provide for unlimited cross-connects to connect to other agencies or services located in the SCDIS datacenter; and
 - iii. Other functions as may be mutually agreeable.

2. Treatment of Assets. Computer application programs and other software systems furnished to COLS by SCDIS are furnished on an "as is" basis with no representations or warranties

regarding use or results including any warranties of merchantability or fitness for a particular purpose, unless indicated in an SWO for service.

Title to all property furnished by SCDIS shall remain in SCDIS. Title to all property purchased by the COLS for which COLS is not reimbursed by SCDIS shall remain in COLS. Title to all property purchased by COLS for which COLS is reimbursed by SCDIS and is used as a component of services provided under this Agreement shall pass to and vest in SCDIS upon completion, termination, or cancellation of the relevant SWO or this Agreement.

Any property of SCDIS furnished to the COLS shall, unless otherwise provided in this contract, or approved by SCDIS, be used only for the performance of this Agreement or a SWO. The COLS shall be responsible for any loss or damage to SCDIS property that SCDIS furnishes to the COLS.

If SCDIS property is lost, destroyed, or damaged, the COLS shall immediately notify the SCDIS and shall take all reasonable steps to protect the property from further damage.

3. Exclusions: This initial contract and initial SWO does not include any services offered by SCDIS other than those stated in paragraph 1. b. (i and ii). Any additional services will require a separate SWO to add those services.
4. Surrender of Property. The COLS shall surrender to SCDIS all property of SCDIS upon completion, termination, or cancellation of this Agreement. Conversely, SCDIS shall surrender to COLS all property of COLS upon completion, termination, or cancellation of this Agreement.
5. Time of Performance. This Agreement shall become effective upon signature by both parties and either (a) listing of the Agreement by subject on either Party's web site or (b) recording of the Agreement with the Snohomish County Auditor as required by RCW 39.34.040. The Agreement shall remain in force for a period up to five (5) years, unless terminated earlier by either Party upon ninety (90) days prior written notice to the other Party.

6. Compensation: COLS may request an estimate or quotation of cost for proposed information technology goods or information processing services from SCDIS. Specific agreements addressing costs, term, schedules, and other factors will be described in an associated SWO developed from initial estimates or quotations.

COLS will pay SCDIS for services provided hereunder and as set out in SWO's.

Charges for information technology, goods and information processing services under this agreement shall be based on the current published rate or fee schedule of the SCDIS in effect on the date of execution of this Agreement, unless the specific quotation described in the SWO provides otherwise. Unless the SWO provides for a fixed rate or a different methodology to change a specific rate and/or fee, Rate and Fee schedules are subject to change at the discretion of the SCDIS, and shall be effective sixty (60) days after written notice of change is provided to the COLS, postage paid in the US mail.

The SCDIS will submit an invoice, or advice of charge, to COLS annually for the monthly recurring costs of the services outlined in the SWO. Payment is due in full upon receipt of the invoice by COLS and becomes delinquent forty-five (45) days thereafter.

A late payment fee may be applied to any remaining balance sixty (60) days after receipt of invoice. Late payment charges, if any, will be imposed on the unpaid balance at a rate of one percent (1%) per month. SWO's with balances more than ninety (90) days past due may be terminated and services discontinued. Amounts disputed by the COLS under the Section 7 of this Agreement are not subject to late payment charges.

7. Obligations of COLS are as follows: As to all new COLS acquisitions of any information technology equipment, software or systems to be serviced by SCDIS under this agreement, COLS shall undertake such acquisitions in accordance with guidelines, standards or procedures established by SCDIS and shall secure written concurrence for any such procurement from the County Executive or his/her designee.

Payment to SCDIS of all submitted invoices or advices of charge pursuant to the preceding section.

8. Mutual Covenants: COLS will promptly notify the SCDIS in writing of issues regarding invoices, or of services which COLS believes do not conform with the agreed upon terms of this Agreement and/or SWO, within thirty (30) days of receipt of invoice or performance of services whichever occurs later. Failure to give written notice within thirty (30) days after receipt of invoice or performance of services constitutes waiver of any objection to services or invoices.

The parties shall attempt to resolve any issues arising under this Agreement and/or any applicable SWO through negotiation and consultations. If that fails, the parties will seek to resolve disputes through the aid of a mutually selected, independent third party.

This Agreement may only be modified by a written amendment effective upon execution by both COLS and SCDIS. SWO's may only be modified by written agreement of the parties.

Both parties understand the SCDIS retains discretion regarding the operation and allocation of the aggregate Information Processing capacity at its disposal, including the capacity covered by this Agreement. SCDIS agrees to allocate sufficient capacity to meet COLS's processing requirements as of the execution of this Agreement.

9. SCDIS Review/Approval: Upon submittal of any request to execute a SWO or to perform optional services under any executed SWO, SCDIS may, following review by the SCDIS, agree to perform such work or reject it, or request such modification or additions as it deems appropriate;

At the outset of performance of each SWO, or during performance of the SWO to the extent the same is modified by the Parties, SCDIS will either accept or reject COLS systems and services as listed in the SWO. SCDIS will not bill COLS until SCDIS has accepted service and/or system delivery responsibility. COLS is not required to pay for services or systems until SCDIS accepts delivery responsibility for those services and/or systems.

10. Access to Books/Records: Each Party may, at reasonable times, and upon prior notification inspect the records of the other party relating to performance of this agreement. SCDIS and COLS shall keep all records required by this contract in accordance with statutory archival

requirements.

11. Indemnification and Hold Harmless: Subject to the liability limitation stated in Section 12 of this Agreement, COLS shall hold harmless, indemnify, and defend, at its own expense, SCDIS, its elected and appointed officials, officers, employees and agents, from any loss or claim for damages of any nature whatsoever, arising out of COLS's performance of this Agreement, including claims by COLS's employees or third parties, except for those losses or claims for damages solely caused by the negligence or willful misconduct of SCDIS, its elected and appointed officials, officers, employees or agents.

Subject to the liability limitations stated in Section 12 of this Agreement, SCDIS shall hold harmless, indemnify, and defend, at its own expense COLS, its elected and appointed officials, officers, employees and agents, from any loss or claim for damages of any nature whatsoever, arising out of SCDIS's performance of this Agreement, including claims by SCDIS employees or third parties, except for those losses or claims for damages solely caused by the negligence or willful misconduct of COLS, its elected and appointed officials, officers, employees or agents.

Subject to the liability limitations stated in Section 12 of this Agreement, in the event of liability for damages of any nature whatsoever arising out of the performance of this Agreement by COLS and SCDIS, including claims by COLS's and SCDIS's own officers, officials, employees, agents, volunteers, or third parties, caused by or resulting from the concurrent negligence of COLS and SCDIS, their officers, officials, employees, agents and volunteers, each party's liability hereunder shall only be to the extent of that party's negligence.

12. Limitation of Liability: In no event will SCDIS or COLS be liable for any special, consequential, indirect, punitive or incidental damages, including but not limited to loss of data, loss of revenue, or loss of profits, arising out of or in connection with the performance of SCDIS or COLS under this Agreement or any SWO hereunder, even if SCDIS or COLS has been advised of the possibility of such damages.
13. Compliance with Laws: SCDIS and COLS shall comply with all applicable federal, state

and local laws, rules, and regulations in performing this Agreement. COLS will comply with SCDIS procedures and policies related to technology management and use of applicable County systems, applications and services.

14. Non-assignment: SCDIS and COLS shall not assign any of the rights, duties, or obligations covered by this Agreement without the prior express written request and consent of each Party.
15. Conflicts between Attachments and Text: Should any conflicts exist between any attached exhibit or SWO and the text of this Agreement, the text of this Agreement shall prevail.
16. Interlocal Cooperation Act (Chapter 39.34 RCW): The purpose of this Agreement is to allow SCDIS to provide a variety of information technology services to COLS as needed over a five (5) year term. SWO's will be executed by both parties as necessary and will describe the work to be done and their associated costs. The parties agree that no separate legal or administrative entities are necessary to carry out this Agreement. The parties agree that it is not necessary to appoint an administrator or joint board to oversee the implementation of this Agreement. However, should a court of competent jurisdiction deem such an administrator or joint board necessary for purposes of the Interlocal Cooperation Act, Ch. 39.34 RCW, an administrator or joint board will be established by mutual agreement of the parties. Except as expressly provided to the contrary in this Agreement, any real or personal property used or acquired by either party in connection with the performance of this Agreement will remain the sole property of such party, and the other party shall have no interest therein.
17. Governing Law and Venue: This agreement shall be governed by the laws of the State of Washington and any lawsuit regarding this contract must be brought in Snohomish County Superior Court, Washington.
18. Public Records Act: The Parties agree that this Agreement and all public records associated with this Agreement shall be available from the County or from the City/COLS for inspection and copying by the public where required by the Public Records Act, Chapter 42.56 RCW (the "Act").

To the extent that public records then in the custody of COLS are needed for the County to respond to a request under the Act, as determined by the County, COLS agrees to make them promptly available to the County. If COLS considers any portion of any record provided to the County under this Agreement, whether in electronic or hard copy form, to be protected from disclosure under law, COLS shall clearly identify any specific information that it claims to be confidential or proprietary. If the County receives a request under the Act to inspect or copy the information so identified by COLS and the County determines that release of the information is required by the Act or otherwise appropriate, the County's sole obligations shall be to notify COLS (a) of the request and (b) of the date that such information will be released to the requester unless COLS obtains a court order to enjoin that disclosure pursuant to RCW 42.56.540. If COLS fails to timely obtain a court order enjoining disclosure, the County will release the requested information on the date specified.

The County has, and by this section assumes, no obligation on behalf of COLS to claim any exemption from disclosure under the Act. The County shall not be liable to COLS for releasing records not clearly identified by COLS as confidential or proprietary. The County shall not be liable to COLS for any records that the County releases in compliance with this section or in compliance with an order of a court of competent jurisdiction.

To the extent that public records then in the custody of County are needed for the City/COLS to respond to a request under the Act, as determined by the City/COLS, County agrees to make them promptly available to the City/COLS. If County considers any portion of any record provided to the City under this Agreement, whether in electronic or hard copy form, to be protected from disclosure under law, County shall clearly identify any specific information that it claims to be confidential or proprietary. If the City/COLS receives a request under the Act to inspect or copy the information so identified by County and the City/COLS determines that release of the information is required by the Act or otherwise appropriate, the City's/COLS's sole obligations shall be to notify County (a) of the request and (b) of the date that such information will be released to the requester unless County

Supplemental Work Order (#SWO-001-16 COLS)

Fiber Connectivity between the City of Lake Stevens and SCDIS

This Supplemental Work Order (SWO) is executed between Snohomish County, through its Department of Information Services (the “County” or “SCDIS”), and City of Lake Stevens (“COLS”) pursuant to the terms and conditions of the Interlocal Master Agreement (IMA). The parties acknowledge they have read and understand the terms and conditions therein. All rights and obligations of the parties shall be subject to and governed by the terms of the IMA. This SWO sets forth the obligations of the parties with respect to SCDIS’s provision of information services to COLS. This SWO also serves as the Service Level Agreement between COLS and SCDIS.

- 1. Purpose:** The purpose of this SWO is for SCDIS to provide COLS supplemental information technology services as specified in Appendix A.
- 2. Scope of Work:** The specific services covered by this SWO include:
 - a.** The “primary” items listed in Appendix A – Services Listing, attached hereto and by this reference made a part of this SWO, and any item directly “associated” with the primary items after acceptance by SCDIS, per terms of section #1 of Attachment A of this SWO; and
 - b.** The “Basic Services” described in Appendix B, attached hereto and by this reference made a part of this SWO.
- 3. Term and Termination:** The term of this SWO is effective upon the date of execution by both parties for the period of five (5) years unless terminated upon written notification to the other party. Either party may terminate this SWO upon ninety (90) day’s written notification to the other party. In the event the IMA is terminated, this SWO shall also terminate on the IMA termination date.
- 4. Prohibited Use of Services:** COLS shall not use any Service provided within this SWO in a manner which SCDIS reasonably determines may adversely affect Snohomish County information systems, or other Snohomish County customers, the integrity and operations of Snohomish County’s business, or Snohomish County’s ability to provide services to other Snohomish County customers.
- 5. Authority to Monitor Services:** SCDIS has the right, but not the obligation, to monitor any activity and content associated with the use of the Services. SCDIS may cooperate with law enforcement agencies in any investigation related to the use of a Snohomish County Service and investigate any complaint or reported violation of law or Snohomish County policies and take any action it deems appropriate. Such action may include, but is not limited to, issuing warnings, suspension or termination of a Service, removal of materials on a Snohomish County-hosted web site, and disclosure of information to law enforcement agencies,

including but not limited to user contact details, IP addressing and traffic information, usage history and posted content, in response to requests SCDIS reasonably deems to be legally enforceable.

6. **Resale of Snohomish County Services:** COLS shall not resell or provide free of charge any Service to any third party without first entering into a Contract for Service with SCDIS which permits these activities.
7. **Designated Points of Contact and Escalation Points.** SCDIS's designated point of contact for COLS to request Support Services, contact Service personnel, request problem status updates, and receive problem resolutions is via the SCDIS Service Desk at (425) 388-3378, Monday – Friday, 7:30 a.m. – 5:00 p.m. Schedule is subject to change by written notice from SCDIS.

SCDIS Contacts and Escalation Points:

Service Desk	425-388-3378
Service Desk Supervisor	425-388-3938
Networking / Telecom Supervisor (Secondary)	425-388-7171
Client Services Supervisor	425.388-3938
Systems Manager (Primary)	425-388-3212
Technology Coordinator	425-388-3904
Director:	425-388-3730
FAX:	425-388-3999

COLS's designated point of contact for SCDIS to send invoices, problems solve, and otherwise conduct business shall be:

COLS Primary Contact: **Technical Contact:** Troy Stevens
tstevens@lakestevenswa.gov
425-737-7103

Invoicing Contact: Joan Norris
jnorris@lakestevenswa.gov
425-377-3236

8. **Payment for Services:** SCDIS will invoice COLS for these services on a yearly basis for the monthly recurring costs of the Network / Integration services deliverables as specified in Appendix A of this SWO. Payment of invoices shall occur within net forty-five (45) days from receipt of invoice. Payments that are more than forty-five (45) days delinquent shall incur a one percent (1%) late payment fee. SWO's with balances more than ninety (90) days past due may be terminated and services discontinued.
9. **Declined Equipment:** No equipment is provided by this SWO. All equipment maintenance is the responsibility of COLS

10. Pricing and Service Fees: The pricing and fee schedule for services provided by SCDIS are outlined in Appendix A of this SWO.

11. Modifications / Changes: This SWO may be modified at any time upon mutual written agreement of the parties. All such modifications will be made as an amendment to this SWO and will take precedence over the original SWO.

12. Order of Precedence: If there is a conflict between this SWO and the IMA, the conflict will be resolved by giving precedence first to the IMA.

13. Assignment: Neither party shall assign any of the rights, duties, or obligations covered by this SWO without the prior express written request and consent of each party.

14. Notices: Notices and other communications between SCDIS and COLS which are required by or specified in this SWO may be delivered by electronic mail.

Communications related to this SWO may be directed to Snohomish County Department of Information Services at: SIS-Telecommunications@snoco.org. COLS shall provide SCDIS with a valid email address to be used by SCDIS for communications related to this SWO and shall update that address as needed. SCDIS shall fulfill its obligations under this SWO by providing COLS with notice at the email address most recently provided by COLS for use in providing notices pursuant to this SWO.

15. Responsibilities and Service Level Expectations:

a. **SCDIS Responsibilities:**

- i. Provide COLS's fiber vendor a termination point for a single pair of single mode fiber.
- ii. Provide COLS 1U of rack space and UPS power in SCDIS's Data Center for an Ethernet switch.
- iii. Provide path for fiber or single mode fiber between termination point and COLS's equipment.
- iv. SCDIS takes no ownership regarding the repair of COLS owned equipment
- v. SCDIS will provide escorted access to the Network Operations Center (NOC) between the hours of 7:00 am and 8:00 pm Monday through Friday and 7:00 am to 3:00 pm on Saturdays. Access to Network Operations Center after hours or on Sundays will result in a minimum three (3) hour charge at one hundred dollars (\$100.00) per hour. An additional \$200.00 per-incident will be charged as a flat fee for each after-hours incident management/access and response in excess of 12 hours. Contact 425-388-3378 for access to the facility.

b. **COLS Responsibilities**

- i. Provide fiber connectivity between COLS and SCDIS data facilities.
- ii. Provide Ethernet Switching equipment for 1RU rack space within SCDIS Data Center.
- iii. Provide maintenance of Ethernet Switching equipment.

16. Emergency Response: Emergency shall mean network outage, multi-user outage/critical event, or when COLS is unable to conduct business.

a. **Response Time** **2 Hours**

b. COLS shall make contact with the SCDIS Service Desk upon discovery of an event to notify SCDIS of the event. The notification to the Service Desk will initiate the SCDIS response. SCDIS shall respond to the incident within the response time indicated and escalate the problem as necessary to achieve resolution. SCDIS will schedule network operations access as necessary.

17. Priority Problem Response: Priority problem shall mean network impairment, or when COLS is still able to conduct business but no practical workaround exists.

a. **Response Time** **3 Hours**

b. COLS shall make contact with the SCDIS Service Desk upon discovery of an event to notify SCDIS of the event. The notification to the Service Desk will initiate the SCDIS response. SCDIS shall respond to the incident within the response time indicated and escalate the problem as necessary to achieve resolution. SCDIS will schedule network operations access as necessary.

18. Routine Response: Routine response shall mean that the user is inconvenienced, or non-mission-critical application is impaired and a practical workaround exists.

a. **Response Time** **3 Days (Maximum)**

b. COLS shall make contact with the SCDIS Service Desk to notify SCDIS of the event. The notification to the Service Desk will initiate the SCDIS response. SCDIS shall respond to the incident when all other service requests of a higher priority have been answered, and SCDIS shall make every effort to respond within 3 business days of receiving notification of the problem. This category includes, but is not limited to, training issues, minor operational issues, and minor system inconveniences.

19. SWO Management: Unless otherwise indicated, all correspondence regarding this SWO should be directed to:

COLS Primary Contact: Troy Stevens, Information Systems Manager
1812 Main Street
Lake Stevens, WA 98258
(425) 737-7103
tstevens@lakestevenswa.gov

SCDIS Primary Contact: JD Braathen, Telecom Network Engineering Supervisor
Snohomish County
Department of Information Services
3000 Rockefeller Avenue, M/S 709
Everett, WA 98201
(425) 388-7171

JD.Braathen@snoco.org

By their signatures, **SCDIS** and **COLS** hereby acknowledge and accept the terms and conditions of this SWO.

Approved

Approved

City of Lake Stevens

Snohomish County

Signature

Signature

John Spencer

Print or Type Name

Print or Type Name

Mayor

Title

Title

Date

Date

Appendix A to Exhibit A- SWO COLS Services List and Summary Annual Costs

SCDIS will provide the following services at the prepaid support rate identified below. Each after-hours request has a 3 hour minimum charge at \$100.00 per hour. An additional \$200.00 per incident will be charged as a flat fee for each after-hours incident management/access and response in excess to 12 hours. (Access to Data Center/SCDIS Assistance after hours).

Note: Access during normal business hours will be covered under the Net Equipment Hosting service.

Network Services:

Services	Function and Identification	Qty	Date of Activation	LOC	Charge Each	Monthly Charge	Annual charge
Net Equipment Hosting 1 Rack Unit Space, first 4 cross connects	Connectivity/Equipment hosting	1	6/1/2015	SCDIS	\$50.00	\$50.00	\$600.00

SWO-001-16 - Total Recurring Charges: \$50.00 \$600.00

Appendix B to Exhibit A – SWO Basic Services

Basic Services shall include co-location of COLS equipment within the Snohomish County Data Center. Co-location space has been established for Ethernet switching equipment and consists of 1 rack unit.

Hours of Service:

Interactive: Monday through Friday 8:00AM through 5:00PM

Maintenance: Monday through Friday *8:00AM through 5:00PM

***Note:** Saturday, Sunday, & Holidays Not Applicable. Resources may not always be available due to emergency and/or other contingencies.

Scheduled Outage for Maintenance: Each Saturday between 7:00 am and 12:00 pm is scheduled for regular maintenance. This is essential to network health. Intermittent outages will occur during this period. If for some reason COLS will be working during those periods, then please contact SCDIS's Service Desk at 425-388-3378.

Network Services Infrastructure

Support Services and Maintenance

SCDIS shall provide support services and maintenance on SCDIS owned equipment as needed for standard Transport Services. This support and maintenance also includes all time and materials necessary to return this service and its associated equipment to working condition upon failure. ***These devices and Transports will be owned, operated and configured by SCDIS.***

Network Equipment Hosting

SCDIS shall provide Data Center Net Equipment Hosting of COLS owned equipment and transports in order to access SCDIS standard Transport Services: It will be incumbent on COLS to return this service and its associated equipment to working condition upon failure. ***These devices and Transports will be owned, operated and configured by the COLS.***

Purchase, Delivery and Installation

COLS shall purchase, prepare and deliver mutually agreed upon Ethernet Switching equipment for placement in the Snohomish County Data Center.

Warranty Repair Assistance

COLS shall be solely responsible for warranty and repair of COLS owned equipment.

Help-Desk Dispatch and Telephone Support

SCDIS shall provide a single-point service to report suspected SCDIS problems which might involve **SCDIS owned equipment and Transports** and to assist with Data Center access and escort arrangements.

- Logging calls and dispatching the appropriate resources as necessary for on-site resolution/escort.
- Provide telephone support to assist COLS in the restoration of SCDIS Contracted Services.

COLS shall utilize this service to help insure that requests for assistance are proactively tracked and managed consistent with practices of SCDIS.

Basic Assistance

Basic assistance is limited to efforts deemed reasonable by SCDIS to encourage and promote the sharing of knowledge and information consistent with building cooperative services of interest to both the COLS and SCDIS.

In the event that SCDIS deems requests for assistance are beyond the scope of this SWO, SCDIS will work with COLS to develop and recommend approaches to meet COLS requirements.

Supplemental Work Order (#SWO-002-16 COLS)

Fiber Connectivity between the City of Lake Stevens and SCDIS

This Supplemental Work Order (SWO) is executed between Snohomish County, through its Department of Information Services (the “County” or “SCDIS”), and City of Lake Stevens (“COLS”) pursuant to the terms and conditions of the Interlocal Master Agreement (IMA). The parties acknowledge they have read and understand the terms and conditions therein. All rights and obligations of the parties shall be subject to and governed by the terms of the IMA. This SWO sets forth the obligations of the parties with respect to SCDIS’s provision of information services to COLS. This SWO also serves as the Service Level Agreement between COLS and SCDIS.

- 1. Purpose:** The purpose of this SWO is for SCDIS to provide COLS supplemental information technology services as specified in Appendix A.
- 2. Scope of Work:** The specific services covered by this SWO include:
 - a.** The “primary” items listed in Appendix A – Services Listing, attached hereto and by this reference made a part of this SWO, and any item directly “associated” with the primary items after acceptance by SCDIS, per terms of section #1 of Attachment A of this SWO; and
 - b.** The “Basic Services” described in Appendix B, attached hereto and by this reference made a part of this SWO.
- 3. Term and Termination:** The term of this SWO is effective upon the date of execution by both parties for the period of five (5) years unless terminated upon written notification to the other party. Either party may terminate this SWO upon ninety (90) day’s written notification to the other party. In the event the IMA is terminated, this SWO shall also terminate on the IMA termination date.
- 4. Prohibited Use of Services:** COLS shall not use any Service provided within this SWO in a manner which SCDIS reasonably determines may adversely affect Snohomish County information systems, or other Snohomish County customers, the integrity and operations of Snohomish County’s business, or Snohomish County’s ability to provide services to other Snohomish County customers.
- 5. Authority to Monitor Services:** SCDIS has the right, but not the obligation, to monitor any activity and content associated with the use of the Services. SCDIS may cooperate with law enforcement agencies in any investigation related to the use of a Snohomish County Service and investigate any complaint or reported violation of law or Snohomish County policies and take any action it deems appropriate. Such action may include, but is not limited to, issuing warnings, suspension or termination of a Service, removal of materials on a Snohomish County-hosted web site, and disclosure of information to law enforcement agencies,

including but not limited to user contact details, IP addressing and traffic information, usage history and posted content, in response to requests SCDIS reasonably deems to be legally enforceable.

6. **Resale of Snohomish County Services:** COLS shall not resell or provide free of charge any Service to any third party without first entering into a Contract for Service with SCDIS which permits these activities.
7. **Designated Points of Contact and Escalation Points.** SCDIS's designated point of contact for COLS to request Support Services, contact Service personnel, request problem status updates, and receive problem resolutions is via the SCDIS Service Desk at (425) 388-3378, Monday – Friday, 7:30 a.m. – 5:00 p.m. Schedule is subject to change by written notice from SCDIS.

SCDIS Contacts and Escalation Points:

Service Desk	425-388-3378
Service Desk Supervisor	425-388-3938
Networking / Telecom Supervisor (Secondary)	425-388-7171
Client Services Supervisor	425.388-3938
Systems Manager (Primary)	425-388-3212
Technology Coordinator	425-388-3904
Director:	425-388-3730
FAX:	425-388-3999

COLS's designated point of contact for SCDIS to send invoices, problems solve, and otherwise conduct business shall be:

COLS Primary Contact:	Technical Contact: Troy Stevens tstevens@lakestevenswa.gov 425-737-7103
	Invoicing Contact: Joan Norris jnorris@lakestevenswa.gov 425-377-3236

8. **Payment for Services:** SCDIS will invoice COLS for these services on a yearly basis for the monthly recurring costs of the Network / Integration services deliverables as specified in Appendix A of this SWO. Payment of invoices shall occur within net forty-five (45) days from receipt of invoice. Payments that are more than forty-five (45) days delinquent shall incur a one percent (1%) late payment fee. SWO's with balances more than ninety (90) days past due may be terminated and services discontinued.
9. **Declined Equipment:** No equipment is provided by this SWO. All equipment maintenance is the responsibility of COLS

- 10. Pricing and Service Fees:** The pricing and fee schedule for services provided by SCDIS are outlined in Appendix A of this SWO.
- 11. Modifications / Changes:** This SWO may be modified at any time upon mutual written agreement of the parties. All such modifications will be made as an amendment to this SWO and will take precedence over the original SWO.
- 12. Order of Precedence:** If there is a conflict between this SWO and the IMA, the conflict will be resolved by giving precedence first to the IMA.
- 13. Assignment:** Neither party shall assign any of the rights, duties, or obligations covered by this SWO without the prior express written request and consent of each party.
- 14. Notices:** Notices and other communications between SCDIS and COLS which are required by or specified in this SWO may be delivered by electronic mail. Communications related to this SWO may be directed to Snohomish County Department of Information Services at: SIS-Telecommunications@snoco.org. COLS shall provide SCDIS with a valid email address to be used by SCDIS for communications related to this SWO and shall update that address as needed. SCDIS shall fulfill its obligations under this SWO by providing COLS with notice at the email address most recently provided by COLS for use in providing notices pursuant to this SWO.
- 15. Responsibilities and Service Level Expectations:**
- a. **SCDIS Responsibilities:**
 - i. Provide COLS 8Us of rack space and UPS power in SCDIS's Data Center for an Ethernet switch.
 - ii. SCDIS takes no ownership regarding the repair of COLS owned equipment
 - iii. SCDIS will provide escorted access to the Network Operations Center (NOC) between the hours of 7:00 am and 8:00 pm Monday through Friday and 7:00 am to 3:00 pm on Saturdays. Access to Network Operations Center after hours or on Sundays will result in a minimum three (3) hour charge at one hundred dollars (\$100.00) per hour. An additional \$200.00 per-incident will be charged as a flat fee for each after-hours incident management/access and response in excess of 12 hours. Contact 425-388-3378 for access to the facility.
 - b. **COLS Responsibilities**
 - i. Provide fiber connectivity between COLS and SCDIS data facilities.
 - ii. Provide Ethernet Switching equipment for 1RU rack space within SCDIS Data Center.
 - iii. Provide maintenance of Ethernet Switching equipment.
- 16. Emergency Response:** Emergency shall mean network outage, multi-user outage/critical event, or when COLS is unable to conduct business.
- a. ***Response Time*** ***2 Hours***

b. COLS shall make contact with the SCDIS Service Desk upon discovery of an event to notify SCDIS of the event. The notification to the Service Desk will initiate the SCDIS response. SCDIS shall respond to the incident within the response time indicated and escalate the problem as necessary to achieve resolution. SCDIS will schedule network operations access as necessary.

17. Priority Problem Response: Priority problem shall mean network impairment, or when COLS is still able to conduct business but no practical workaround exists.

a. ***Response Time*** ***3 Hours***

b. COLS shall make contact with the SCDIS Service Desk upon discovery of an event to notify SCDIS of the event. The notification to the Service Desk will initiate the SCDIS response. SCDIS shall respond to the incident within the response time indicated and escalate the problem as necessary to achieve resolution. SCDIS will schedule network operations access as necessary.

18. Routine Response: Routine response shall mean that the user is inconvenienced, or non-mission-critical application is impaired and a practical workaround exists.

a. ***Response Time*** ***3 Days (Maximum)***

b. COLS shall make contact with the SCDIS Service Desk to notify SCDIS of the event. The notification to the Service Desk will initiate the SCDIS response. SCDIS shall respond to the incident when all other service requests of a higher priority have been answered, and SCDIS shall make every effort to respond within 3 business days of receiving notification of the problem. This category includes, but is not limited to, training issues, minor operational issues, and minor system inconveniences.

19. SWO Management: Unless otherwise indicated, all correspondence regarding this SWO should be directed to:

COLS Primary Contact: Troy Stevens, Information Systems Manager
1812 Main Street
Lake Stevens, WA 98258
(425) 737-7103
tstevens@lakestevenswa.gov

SCDIS Primary Contact: JD Braathen, Telecom Network Engineering Supervisor
Snohomish County
Department of Information Services
3000 Rockefeller Avenue, M/S 709
Everett, WA 98201
(425) 388-7171
JD.Braathen@snoco.org

By their signatures, **SCDIS** and **COLS** hereby acknowledge and accept the terms and conditions of this SWO.

Approved

Approved

City of Lake Stevens

Snohomish County

Signature

Signature

John Spencer

Print or Type Name

Print or Type Name

Mayor

Title

Title

Date

Date

Appendix A to Exhibit B- SWO COLS Services List and Summary Annual Costs

SCDIS will provide the following services at the prepaid support rate identified below. Each after-hours request has a 3 hour minimum charge at \$100.00 per hour. An additional \$200.00 per incident will be charged as a flat fee for each after-hours incident management/access and response in excess to 12 hours. (Access to Data Center/SCDIS Assistance after hours).

Note: Access during normal business hours will be covered under the Net Equipment Hosting service.

Network Services:

Services	Function and Identification	Qty	Date of Activation	LOC	Charge Each	Monthly Charge	Annual charge
Net Equipment Hosting 8 Rack Unit Space, unlimited cross-connects	Connectivity/Equipment hosting	8	Approximately 4/1/2016	SCDIS	\$50.00	\$400.00	\$4,800.00
SWO-002-16 - Total Recurring Charges:						\$400.00	\$4,800.00

Appendix B to Exhibit B – SWO Basic Services

Basic Services shall include co-location of COLS equipment within the Snohomish County Data Center. Co-location space has been established for Ethernet switching equipment and consists of 1 rack unit.

Hours of Service:

Interactive: Monday through Friday 8:00AM through 5:00PM

Maintenance: Monday through Friday *8:00AM through 5:00PM

***Note:** Saturday, Sunday, & Holidays Not Applicable. Resources may not always be available due to emergency and/or other contingencies.

Scheduled Outage for Maintenance: Each Saturday between 7:00 am and 12:00 pm is scheduled for regular maintenance. This is essential to network health. Intermittent outages will occur during this period. If for some reason COLS will be working during those periods, then please contact SCDIS's Service Desk at 425-388-3378.

Network Services Infrastructure

Support Services and Maintenance

SCDIS shall provide support services and maintenance on SCDIS owned equipment as needed for standard Transport Services. This support and maintenance also includes all time and materials necessary to return this service and its associated equipment to working condition upon failure. ***These devices and Transports will be owned, operated and configured by SCDIS.***

Network Equipment Hosting

SCDIS shall provide Data Center Net Equipment Hosting of COLS owned equipment and transports in order to access SCDIS standard Transport Services: It will be incumbent on COLS to return this service and its associated equipment to working condition upon failure. ***These devices and Transports will be owned, operated and configured by the COLS.***

Purchase, Delivery and Installation

COLS shall purchase, prepare and deliver mutually agreed upon Ethernet Switching equipment for placement in the Snohomish County Data Center.

Warranty Repair Assistance

COLS shall be solely responsible for warranty and repair of COLS owned equipment.

Help-Desk Dispatch and Telephone Support

SCDIS shall provide a single-point service to report suspected SCDIS problems which might involve **SCDIS owned equipment and Transports** and to assist with Data Center access and escort arrangements.

- Logging calls and dispatching the appropriate resources as necessary for on-site resolution/escort.
- Provide telephone support to assist COLS in the restoration of SCDIS Contracted Services.

COLS shall utilize this service to help insure that requests for assistance are proactively tracked and managed consistent with practices of SCDIS.

Basic Assistance

Basic assistance is limited to efforts deemed reasonable by SCDIS to encourage and promote the sharing of knowledge and information consistent with building cooperative services of interest to both the COLS and SCDIS.

In the event that SCDIS deems requests for assistance are beyond the scope of this SWO, SCDIS will work with COLS to develop and recommend approaches to meet COLS requirements.



LAKE STEVENS CITY COUNCIL
STAFF REPORT

Council **Agenda** 15 March 2016
Date: _____

Subject: 20th Street SE – Southwest Quadrant (SW Quad) Regional Storm Pond Analysis

Contact	Mick Monken	Budget	\$32,240.00
Person/Department:	<u>Public Works</u>	Impact:	_____

RECOMMENDATION(S)/ACTION REQUESTED OF COUNCIL: Authorize the Mayor to execute Supplemental Number 1 with Tetra Tech to perform a regional storm pond analysis for the 20th Street SE Southwest Quadrant service area in an amount of \$29,240 and authorize a \$3,000 management reserve.

SUMMARY/BACKGROUND: The City is interested in encouraging economic development within the SW Quad, located in the southwest corner area of 20th Street SE and SR 9. One of the incentives under review is the development of a regional public storm pond that would service multiply parcels and a new public road (24th Street SE). This regional pond would allow for the maximum use of available commercial property to development.

This action is to perform an analysis to develop a feasibility study that would include a concept drainage plan, determination of the pond size, footprint of a pond with preliminary grading, expected level of control outflow, and a preliminary cost estimate. This information is expected to provide the City with a decision tool to make a decision on how to proceed with this concept. The study is expected to be delivered to the City four months.

Tetra Techs cost to perform this study is \$29,240.00. The \$3,000.00 management reserve is to cover unexpected costs that might be encountered during the study.

BUDGET IMPACT: \$32,240 will be presented to the Council as a budget adjustment.

ATTACHMENTS:

- ▶ Exhibit A: Supplemental No. 1

EXHIBIT A

**SUPPLEMENTAL AGREEMENT NO. 1
TO
PROFESSIONAL SERVICES AGREEMENT
FOR THE
SOUTHWEST QUADRANT REGIONAL
STORMWATER POND ANALYSIS**

This Supplemental Agreement No. 1 is made and entered into on the ____ day of _____, 2016, between the City of Lake Stevens, hereinafter called the "City" and Tetra Tech, Inc., 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 17 February 2016 and RCW 39.80 entitled "Contracts for Architectural and Engineering Services" following a Request for Qualifications awarded on 12 January 2016.

WITNESSETH THAT:

WHEREAS, the parties hereto have previously entered into an Agreement for On-Call Engineering Services, hereinafter called the "Project," said Agreement being dated 17 February 2016 and

WHEREAS, both parties desire to supplement said Agreement, by expanding the Scope of Services to provide for a regional storm pond analysis for the southwest quadrant along 20th Street SE at SR 9 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 17 February 2016, 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. 1.

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.1 are not to exceed \$29,240.00 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		\$75,000
Supplemental Agreement No.1	\$29,240.00	
Supplemental Agreement No.2	\$	
Supplemental Agreement No.3	\$	
Grand Total	\$29,240.00	

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 (no change).

IN WITNESS WHEREOF, the parties hereto have executed this SUPPLEMENTAL AGREEMENT NO. 1 as of the day and year first above written.

CITY OF LAKE STEVENS

TETRA TECH, INC.

By: _____
John Spencer, Mayor

By: _____
Its _____

ATTEST/AUTHENTICATE:

City Clerk

APPROVED AS TO FORM:

Grant K. Weed, City Attorney

EXHIBIT A 1

SCOPE OF WORK SW Quadrant Regional Pond Study City of Lake Stevens, WA

Project Background and Description

The City of Lake Stevens plans to utilize a parcel for a proposed regional drainage pond. The pond site is located approximately 1,500 ft. west of the intersection of Highway SR 9 and S. Lake Stevens Road. It is presently undeveloped land. The regional pond is in support of developing the infrastructure for the 20th Street SE Corridor economic development strategy. The plan was recently adopted by the City of Lake Stevens and continues to move forward in its various components. The proposed location of the pond site is shown in “Figure A-1.”

This scope of work is an engineering feasibility study. Tetra Tech will provide a concept drainage plan showing the footprint area of the pond, preliminary grading, the configuration of storm pipes, and control elevations. The purpose of this study is to optimize the use of the property as a drainage pond and to determine to what extent the planned land-use changes can be accommodated by this new drainage pond. This feasibility study will be used by the City of Lake Stevens as part of the public works infrastructure planning efforts.

Tetra Tech’s approach to completing these tasks is provided below in the Scope of Work Tasks.

Schedule

The project duration is anticipated to be for a period of four (4) months from when Tetra Tech receives a notice to proceed. The management budget is allocated accordingly.

Scope of Work Tasks

The task items listed below will be performed by Tetra Tech, Inc. (CONSULTANT) on behalf of the City of Lake Stevens (CITY).

TASK 1 - PROJECT MANAGEMENT

Tetra Tech will manage the project. The project management task consists of managing team members to complete projects tasks, sharing of information, monitoring project progress, and tracking budget and schedule. It includes the following activities:

- 1.1 At the beginning of the project, prepare a Project Work Plan (PWP) and schedule with key milestones. Initiate and lead a project kickoff meeting and present the draft PWP and schedule for CITY review and input.
- 1.2 Hold meetings with the City’s project manager. There is a budget for 2 face-to-face meetings plus regular coordination by phone and email.

- 1.3 Prepare and submit invoices with progress reports. This is an informal monthly narrative description of work performed. Provide a budget status report monthly.

Task 1 Deliverables

- *Project Schedule & Project Work Plan (PWP), draft and final*
- *Monthly Progress Reports and Invoices*

TASK 2 – POND CONCEPT PLAN

Tetra Tech will prepare a concept plan of the proposed stormwater pond by performing the following subtasks:

- 2.1 Prepare a concept of the proposed drainage pond optimizing the size and volume of the pond to function as both a detention and water quality treatment facility. Optimization will be done as site constraints allow and with the level of accuracy needed for this planning level study, using existing topographic maps from County/City GIS map sources. The concept pond plan will include a preliminary pond layout, grading plan, showing the top and bottom of pond elevations and other control elevations, locations and height of walls, (if any), and a maintenance access route. Prepare up to two typical pond cross-sections (not to scale).
- 2.2 Prepare a storm pipe configuration layout with the pond concept plan. It will show in plan view the anticipated location of the proposed storm pipes that will convey stormwater from the future-planned 24th Street adjacent to the pond site. Also define the layout of the storm conveyance system from the pond to a recommended outfall within the same property. The pond outfall is anticipated to be at or within close proximity to the existing stream near to the property line to the west of the proposed pond. A site visit will be conducted to aid in evaluating and developing conveyance and pond outfall concepts.
- 2.3 Prepare a planning level opinion of cost to construct the pond. It is assumed that land acquisition costs, wetland mitigation costs, and permitting costs, (if any), are separate and are not included in the cost estimate nor in this scope of work, but these can be provided as an additional service and fee.
- 2.4 Once the maximum pond footprint and size layout is prepared (in subtasks 2.1 and 2.2), then perform hydrology calculations to determine the probable drainage basin area the pond can serve to provide for detention and water quality treatment of storm runoff. The analysis will be done using WWHM, a continuous simulation model accepted by the CITY and the Washington Dept. of Ecology (Ecology). The land-use cover for the contributing drainage basin area used in the hydrology analysis, such as percent impervious and percent lawn, will be estimated based upon CITY zoning and development regulations.
- 2.5 Coordination with the CITY on estimating the potential drainage basin area to be served by the pond, looking at up to two land-use configurations. This will be done in conjunction with subtask 2.4.
- 2.6 Prepare a 3 to 5 page drainage technical memorandum identifying the maximum area to be served by the proposed pond. The memorandum will provide a summary of findings, results, and recommendations.

Task 2 Deliverables

- Concept Drainage Plan (electronic .pdf in 11" x 17"), draft and final
- An Planning-Level Opinion of Cost to Construct the Drainage Pond, Storm Pipes, and Pond Appurtenances, draft and final
- Drainage Technical Memorandum (electronic .pdf and MS Word), draft and final

INFORMATION TO BE PROVIDED BY THE CITY

The City of Lake Stevens will provide information listed below in support of the study at the onset of performing this Scope of Work.

- Mapping of critical areas, including wetlands showing size and boundary, buffers, and other critical areas that impose site constraints on the developing a regional pond. Their location will be provided based upon property boundaries, referencing County Assessor property GIS records. Provide electronically in GIS or CAD format.
- Proposed street locations, alignments and paved/lane widths, for future planned 91st Ave and 24th Street SW and any other proposed streets within the drainage basins. Provide electronically in GIS or CAD format.
- Information on Land-use constraints based upon CITY zoning and land-use regulations applicable for the project. This is to include the maximum allowable building areas and impervious areas. This information provided by the CITY will be used by the CONSULTANT in performing the hydrology analysis.

ASSUMPTIONS AND EXCLUSIONS

- The CITY will make arrangements with the property owner(s) for access to the pond site, in order for Tetra Tech to view the property(ies) as part of the study.
- Topography mapping, contours and elevations, and property boundaries, used for this feasibility study will be from existing GIS records provided by the CITY. If none is available at the CITY then the Snohomish County GIS mapping records will be used.
- In about the middle of the pond site there is a small wetland of low value/classification which has been mapped by the CITY. This wetland will not be preserved. Any wetland mitigation work will be arranged for by the CITY at a different location, not part of this scope of work. A few other wetlands and stream corridors surround the pond site. The CITY has mapped these wetlands and buffers to be provided to the CONSULTANT. The wetlands and streams along with the property lines will define the limits of the proposed pond. While this scope of work does not include a formal wetland or stream mitigation study these can be performed as an additional service and fee.
- At this time the possibility for using infiltration for stormwater management is assumed to be not feasible. No subsurface investigation has been conducted to evaluate the infiltration option. In

the future if infiltration is deemed feasible, then this may increase the effective area the pond can capture runoff from. For this study it is assumed that infiltration is not feasible and will not be used.

Additional Services

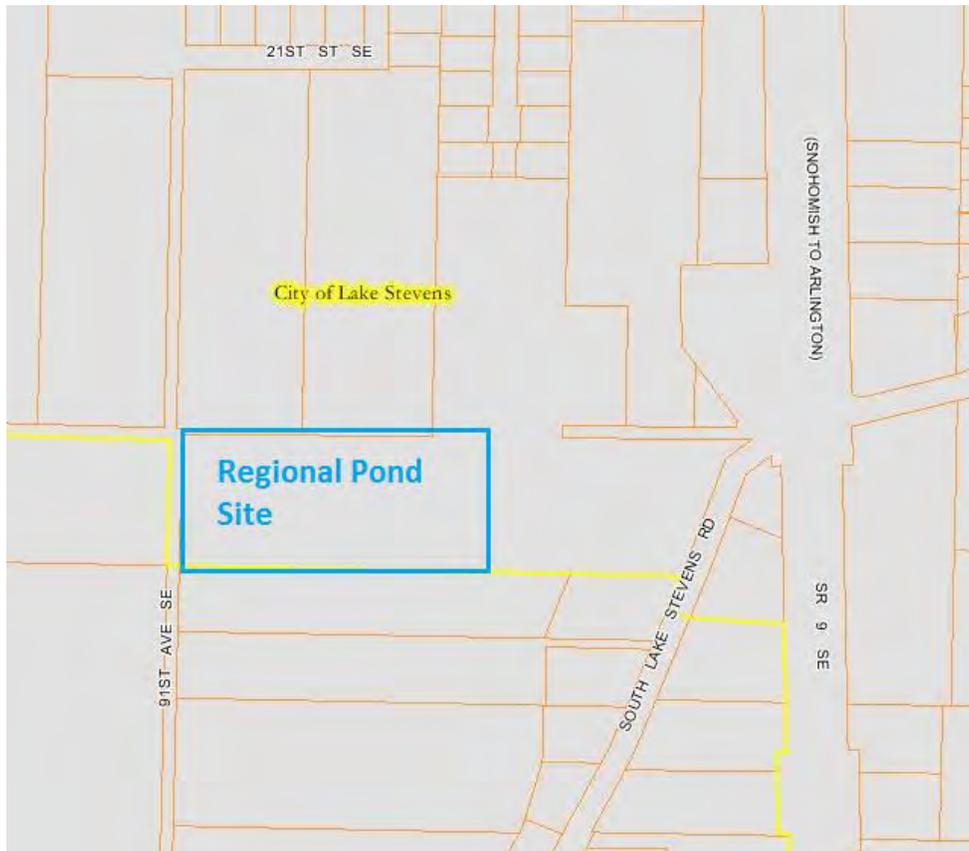
Additional professional services can be provided by Tetra Tech upon request. A partial list is provided below of potential services that the CITY may desire to utilize. These additional services are not included in this scope of work, but Tetra Tech can readily provide these services with a supplemental scope and fee.

Wetland Study -- Tetra Tech has a strong working relationship with Ecology for conducting and preparing a wetland delineation report and critical areas mapping, when needed for final design and permitting.

Wetland Mitigation & Stream Improvements -- Tetra Tech can prepare wetland and stream improvement and/or mitigation plans. This may afford greater opportunity to optimize the use of the pond site.

Final Design & Construction Documents -- Tetra Tech can prepare final construction documents including plans, specifications, and estimates (PS&E) for the regional pond.

**Figure A-1 - Site Map
SW Quadrant Regional Pond**



CONSULTANT FEE SUMMARY

**Project: City of Lake Stevens
 SW Quadrant Regional Pond Study
 FEE ESTIMATE**

Labor Cost				
Classification	Hours	X	Rate	Cost
1. Principal in Charge	0		210.00	\$0.00
2. Project Manager	64		203.24	\$13,007.36
3. Const. Engineer	4		192.20	\$768.80
4. Civil Engineer IV	62		150.63	\$9,339.06
5. Civil Engineer II	53		98.39	\$5,214.67
6. Civil CAD	4		94.55	\$378.20
7. Wetland Biologist	0		130.00	\$0.00
8. Admin II	0		100.30	\$0.00
9. Principal Surveyor	0		182.00	\$0.00
10. Survey Project Manager	0		134.00	\$0.00
11. Survey CAD	0		88.00	\$0.00
12. Field Tech IV	0		101.00	\$0.00
13. Field Tech III	0		85.00	\$0.00
14. Arch. Graphics	0		105.00	\$0.00
15. Admin	4		101.71	\$406.84
16. Principal Biologist	0		0.00	\$0.00
17. Senior Ecologist	0		0.00	\$0.00
18. Biologist	0		0.00	\$0.00
19. Stream Design Biologist	0		0.00	\$0.00
20. Env Scientist Permitting	0		0.00	\$0.00
21. 0	0		0.00	\$0.00
22. 0	0		0.00	\$0.00
SUBTOTAL - Labor	191			\$29,114.93
REIMBURSABLES:				
Rental Car	\$	-		
Mileage	\$	80.00		
Misc. Travel (gas, parking, tolls)	\$	-		
Postage	\$	-		
Computer Time	\$	-		
Reproduction- Exhibits	\$	45.07		
Camera-Photos	\$	-		
GPS	\$	-		
Total	\$	125.07		\$125.07
SUBTOTAL				\$29,240.00
SUBCONSULTANTS				
None				
Administrative Reserve @ 10%				\$0.00
GRAND TOTAL - ESTIMATED FEE				\$29,240.00

Prepared By: Dean Franz

Date: 4-Feb-16

Checked By: Tatiana

Date: 4-Feb-16



LAKE STEVENS CITY COUNCIL
STAFF REPORT

Council Date: **Agenda** 15 March 2016

Subject: 2016 Tree Removal Services

Contact Person/Department:	Mick Monken Public Works	Budget Impact:	\$200,000 not to exceed
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RECOMMENDATION(S)/ACTION REQUESTED OF COUNCIL: Authorize the Mayor to execute a contact with Sam’s Tree Care for tree removal services which includes the removal of the 71 cottonwood trees in Lundeen Park for a contract amount not to exceed \$200,000 through 27th November 2018.

SUMMARY/BACKGROUND: There are thousands of trees under the jurisdiction of the City and each year the City needs tree removal services to address danger trees, blow downs, and damaged trees. The City staff perform some of the tree removals for the smaller trees and those within a contained area where risk to the public and private property is very minimal. In cases where the risk is high, the City uses outsource services. Under the attached contract, the City is piggybacking onto a Call for Bids for tree removal services under Snohomish County. Through this process, the City can take advantage of the County’s bid process and execute a contract with the County’s selected low bidder at the same unit prices. This results in a savings of time and in this case, a slightly lower bid cost.

The anticipated first task will be the removal of 71 Cottonwood trees within the westerly portion of Lundeen Park. During the recent work in Lundeen Park, near the Visitor’s Information Center (VIC), it was found that the Cottonwood trees were in poor condition. The City’s Arborist was requested to perform an analysis of the entire park site. The findings were that 71 Cottonwood trees were considered to be a risk to public health and safety and need to be removed soon (“near future”).

While the Cottonwood trees were not a planted tree, the City will be developing a tree replacement plan to address their loss. This is expected to be developed later this year by a consultant.

The contract is a not to exceed \$200,000 over three years. This allows for the staff to call on these services as the need arises throughout the defined three year period resulting in a significant service delivery timeframe.

BUDGET IMPACT: Not to exceed \$200,000 through 2018 of which \$75,000 allocated to 2016.

ATTACHMENTS:

- ▶ Exhibit A: Small Public Works Contract
- ▶ Exhibit B: Arborist Report for Lundeen Park - Cottonwoods

EXHIBIT A
SMALL PUBLIC WORKS CONTRACT

THIS SMALL PUBLIC WORKS CONTRACT (“Contract”) is made and entered into this _____ day of _____, 2016, by and between Sampsa Morrison Wright, a Washington state sole proprietor, doing business as Sam’s Tree Care (“Contractor”) and the City of Lake Stevens, a municipal corporation (“City”).

WHEREAS, the City has an Interlocal agreement with Snohomish County which allows for cooperative purchasing allowing the City and County to extend to each other the right to purchase pursuant to bids and contracts with vendors and service providers to the extent permitted by applicable law and agreed upon between the awarding party and its bidders, contractors, vendors, suppliers or service provides; and

WHEREAS, Snohomish County did advertise an Invitation to Bid for Tree Trimming and Tree and Stump Removal Services on October 16, 2013; and

WHEREAS, Contractor was one of the successful bidders of said invitation to bid and was awarded a five-year contract on November 27, 2013 by Snohomish County to provide said services; and

WHEREAS, Contractor represents that it is qualified and possesses sufficient skills and the necessary capabilities to perform, carry out and complete tree trimming and tree and stump removal services for the City as needed; and

WHEREAS, Contractor agrees to honor the pricing structure, terms and conditions contained in its bid response to Snohomish County for this Small Public Works Contract with City; and

WHEREAS, the City desires to accomplish certain public works requiring tree trimming and tree and stump removal as needed throughout the City (“the Project”) having an estimated cost not to exceed \$200,000.00 from beginning of contract to November 27, 2018 with costs not to exceed \$75,000 for calendar year 2016; and

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

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

1. Scope of Work—the Project.

The Contractor shall perform, carry out and complete the Project in accordance with this Contract and the incorporated Contract Documents specified in Section 2. The Project shall be completed as mutually agreed by the City and the Contractor.

2. Contract Documents.

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

- a. Request for Proposal/Bid
- b. Plans and Contract Drawings.
- c. Scope of Work.
- 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**).
- g. Payment and Performance Bond (attached).
- h. Retainage Bond (attached) (**optional-see Section 5**).

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

3. Commencement of Work.

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

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

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 \$200,000.00 for the contract period through November 27, 2018 with an amount not to exceed \$75,000.00 for calendar year 2016, in accordance with the bid price in Contractor's Bid 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 changes orders and/or payments for any alterations in or additions to the work provided under this Contract shall be in accordance with the change order process set forth in Section 1-04.4 of the Standard Specifications.

f. Final Payment. Pursuant to RCW Chapter 60.28, a sum equal to five percent (5%) of the monies earned by the Contractor will be retained from payments made by the City to the Contractor under this Contract. This retainage shall be used as a trust fund for the protection and payment (1) to the State with respect to taxes imposed pursuant to RCW Title 82 and (2) the claims of any person arising under the Contract.

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

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

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

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

- iii. A release has been obtained from the Washington State Department of Revenue.
 - iv. Affidavits of Wages Paid for the Contractor and all Subcontractors are on file with the Contracting Agency (RCW 39.12.040).
 - v. A certificate of Payment of Contributions Penalties and Interest on Public Works Contract is received from the Washington State Employment Security Department.
 - vi. Washington State Department of Labor and Industries (per Section 1-07.10 of the Standard Specifications) shows the Contractor is current with payments of industrial insurance and medical premiums.
 - vii. All claims, as provided by law, filed against the retainage have been resolved.
 - viii. If requested by the City, the Contractor shall provide the City with proof that insurance required under Section 22 remains in effect.
- g. Final Acceptance. Final Acceptance of the Project occurs when the Public Works Director has determined that the Project is one hundred percent (100%) complete and has been constructed in accordance with the Plans and Specifications.
- h. Payment in the Event of Termination. In the event this Contract is terminated by the either party, the Contractor shall not be entitled to receive any further amounts due under this Contract until the work specified in the Scope of Work is satisfactorily completed, as scheduled, up to the date of termination. At such time, if the unpaid balance of the amount to be paid under the Contract exceeds the expense incurred by the City in finishing the work, and all damages sustained by the City or which may be sustained by the City or which may be sustained by the reason of such refusal, neglect, failure or discontinuance of Contractor performing the work, such excess shall be paid by the City to the Contractor. If the City's expense and damages exceed the unpaid balance, Contractor and his surety shall be jointly and severally liable therefore to the City and shall pay such difference to the City. Such expense and damages shall include all reasonable legal expenses and costs incurred by the City to protect the rights and interests of the City under the Contract.
- i. Maintenance and Inspection of Financial Records. The Contractor and its subcontractors shall maintain reasonable books, accounts, records, documents and other evidence pertaining to the costs and expenses allowable, and the consideration paid under this Contract, in accordance with reasonable and customary accepted accounting practices. All such books of account and records required to be maintained by this Contract shall be subject to inspection and audit by representatives of City and/or of the Washington State Auditor at all reasonable times,

and the Contractor shall afford the proper facilities for such inspection and audit to the extent such books and records are under control of the City, and all Project Contracts shall similarly provide for such inspection and audit rights. Such books of account and records may be copied by representatives of City and/or of the Washington State Auditor where necessary to conduct or document an audit. The Contractor shall preserve and make available all such books of account and records in its control for a period of three (3) years after final payment under this Contract, and Bunker Repair Project subcontracts shall impose similar duties on the subcontractors.

6. Term of Contract.

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

7. Termination of Contract.

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

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

8. Status of Contractor.

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

9. Permits.

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

10. Business License Required.

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

11. Work Ethic.

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

12. City Ownership of Work Products.

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

13. Job Safety.

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

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

14. Prevailing Wages.

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

15. Taxes and Assessments.

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

16. Nondiscrimination Provision.

During the performance of this Contract, the Contractor shall comply with all applicable equal opportunity laws and/or regulations and shall not discriminate on the basis of race, age, color, sex, sexual orientation, religion, national origin, creed, veteran status, marital status, political

affiliation, or the presence of any sensory, mental or physical handicap. This provision shall include but not be limited to the following: employment, upgrading, demotion, transfer, recruitment, advertising, layoff or termination, rates of pay or other forms of compensation, selection for training, and the provision of work and services under this Contract. The Contractor further agrees to maintain notices, posted in conspicuous places, setting forth the provisions of this nondiscrimination clause. The Contractor understands that violation of this provision shall be cause for immediate termination of this Contract and the Contractor may be barred from performing any services or work for the City in the future unless the Contractor demonstrate to the satisfaction of the City that discriminatory practices have been eliminated and that recurrence of such discriminatory practices is unlikely.

17. The Americans with Disabilities Act.

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

18. Compliance With Law.

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

19. Guarantee of Work.

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

20. Contractor's Risk of Loss.

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

21. Indemnification and Hold Harmless.

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

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

c. The Contractor specifically and expressly waives any immunity that may be granted it under the Washington State Industrial Insurance Act, Title 51 RCW, as provided in RCW 4.24.115. The indemnification obligation under this Contract shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable to or for any third party under workers compensation acts, disability benefits acts, or other employee benefits acts; provided the Contractor's waiver of immunity by the provisions of this paragraph extends only to claims against the Contractor by the City and does not include, or extend to, any claims by the Contractor's employees directly against Contractor. The obligations of Contractor under this subsection have been mutually negotiated by the parties hereto, and Contractor acknowledges that the City would not enter into this Contract without the waiver thereof of Contractor.

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

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

22. Insurance.

The Contractor shall procure, and maintain for the duration of the Contract and for thirty (30) days after the Physical 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. Failure

by the Contractor to maintain the insurance as required shall constitute a material breach of contract upon which the City may, after giving five (5) working days' notice to the Contractor to correct the breach, immediately terminate the Contract or at its discretion, procure or renew such insurance and pay any and all premiums in connection therewith, with any sums so expended to be repaid to the City on demand, or at the sole discretion of the City, off set against funds due the Contractor from the City.

a. Minimum Scope of Insurance.

The Contractor shall obtain insurance of the types described below:

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

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

- e. Verification of Coverage.

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

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

f. Contractor's Insurance for Other Losses.

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

g. Subcontractors.

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

h. Waiver of Subrogation.

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

i. Notice of Cancellation of Insurance.

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

j. Failure to Maintain Insurance.

Failure on the part of the Contractor to maintain 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 person directly employed by it.

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

24. Severability.

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

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

25. Integration and Supersession.

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

26. Non-Waiver.

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

27. Survival.

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

28. Contract Representatives and Notices.

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

To the City: City of Lake Stevens
 City Clerk
 1812 Main Street
 Lake Stevens, WA 98258-0257
 425-334-1012

To Contractor: Sam Wright, Owner
 Sampsa Morrison Wright d/b/a Sam's Tree Care
 10343 Interlake Avenue North
 Seattle, WA 98133-9413
 206.854.4709

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

29. Third Parties.

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

30. Governing Law.

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

31. Venue.

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

32. Attorney Fees

Should either the City or the Contractor commence any legal action relating to the provisions of this Contract or the enforcement thereof, the prevailing party shall be awarded

judgment for all costs of litigation including, but not limited to, costs, expert witnesses, and reasonable attorney fees.

33. Authority

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

34. Counterparts.

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

**SAMPSA MORRISON WRIGHT D/B/A
SAM'S TREE CARE**

By: _____
John Spencer, Mayor

By: _____

Printed 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 B



11415 NE 128th St Suite 110 Kirkland WA 98034 • (425)820-3420 • FAX (425)820-3437
www.americanforestmanagement.com

March 2, 2016

Ms. Amanda Wells
City of Lake Stevens
Public Works Department
1812 Main Street
PO Box 257
Lake Stevens, WA 98258

Re: Lundeen Park Cottonwood Trees

Dear Ms. Wells:

On February 24th at your request, we inspected the concerning black cottonwood trees at Lundeen Park. The City is proposing to remove all of the cottonwood trees from public use areas from the west side of the park. It is my understanding there have been several past cottonwood tree failures in the park. Our assignment is to evaluate the risk of the subject trees and to make appropriate recommendations to reduce hazard risk considering long-term management of the park.

The subject trees are mature black cottonwood trees. Cottonwood is a pioneer species, meaning they are fast-growing and short-lived. These are situated in the northwest portion of the park. See the attached map. Subject trees are located in planter strips in the parking lot and adjacent to the main driveway and in the most western portion of the park adjacent to neighboring homes. A total of 71 cottonwood trees were identified in these areas.

Subject trees range in diameter from 8" DBH (diameter at 4 ½' above ground) to 24" DBH. Total heights range from 90' to 120'. Trees have developed poor stem taper as they have heavily competed with neighboring trees for sunlight and space. The change in diameter over length is called taper. Taper is an important indicator of mechanical strength of a trees bole and crown. Tall, skinny trees are considered to have poor taper. The subject trees have extremely high height to diameter ratios, ranging between 70 and 100. Trees with height to diameter ratios greater than 50 are considered potentially hazardous due to poor structure. Trees with poor taper and high height to diameter ratios are predisposed to stem failure when placed under heavy stress loads, such as strong wind gusts, ice and snow loading.

Several of the cottonwoods have also developed significant structural defects such as "V" shaped forked stem and branch attachments; and heavy natural leans. These are highly susceptible to failure due to weak wood structure. See pictures below.

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Lundeen Park Cottonwoods

Sudden limb drop at all times of the year is common, especially where the tree is dominant and subject to strong winds, or wet snow¹. This is due to brittle wood structure and weak branch attachments. Trunk snapping and root crown failures are more prevalent in the smaller suppressed trees, of which there are many in the park.

The subject trees are considered high risk due to age and species characteristics. Overtime as the trees mature and increase in girth and lean, risk will dramatically increase. The subjects are problematic and not sustainable. ★

To maintain risks at acceptable levels, the removal of all of the cottonwood trees (71 trees) from public use areas is recommended in the near future. We agree with the City's proposal. The subject trees are not sustainable. Frequent future failures are probable, causing damage to park infrastructure, damage to adjacent neighboring properties, and possibly harm to park users and neighbors. ★-REC

Cottonwood trees within the planter strips are intermixed with significant western red cedar trees. These cedar trees shall be protected to the fullest extent possible during the removal of cottonwood trees. The cottonwood removal will benefit the adjacent western red cedar trees by affording them more sunlight and space to develop more structurally sound form and will increase vigor. The cedar is sustainable and ideal for a park setting.

For long-term management objectives, consider restoring the most western portion to native coniferous species of Douglas-fir and western red cedar. The park can ultimately be enhanced by the removal of the cottonwood and establishment of longer lived native coniferous species.

There is no warranty suggested for any of the trees subject to this report. Weather, latent tree conditions, and future man-caused activities could cause physiologic changes and deteriorating tree condition. Over time, deteriorating tree conditions may appear and there may be conditions, which are not now visible, which could cause tree failure. This report or the verbal comments made at the site in no way warrant the structural stability or long term condition of any tree, but represent my opinion based on the observations made.

Nearly all trees in any condition standing within reach of improvements or human use areas represent hazards that could lead to damage or injury.

Please call if we can be of further assistance.

Sincerely,



March 2, 2016
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Lundeen Park Cottonwoods

Subject Cottonwood Trees – their removal will benefit adjacent cedar trees



Subject Cottonwoods at front of park, leaning to Parkway



March 2, 2016
Page 4

Lundeen Park Cottonwoods

Northwest corner, subject trees leaning to adjacent neighboring properties



Subject trees with poor stem taper, note past stem and branch failures



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Page 5

Lundeen Park Cottonwoods

Double-trunk "V" attachment, highly susceptible to splitting apart



Cavity on lower trunk, advanced stem decay



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Lundeen Park Cottonwoods

Black stained bark seam indicating internal decay



Black stained bark seam indicating internal decay



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Lundeen Park Cottonwoods

Advanced decay at root crown



Advanced decay at root crown



Google Maps Lundeen Park



Imagery ©2016 DigitalGlobe, U.S. Geological Survey, Map data ©2016 Google 50 ft

Google Maps

*≡ = SUBJECT AREA WHERE COTTONWOOD
TREES ARE TO BE REMOVED*



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LAKE STEVENS CITY COUNCIL
STAFF REPORT

Council Agenda 15 March 2016
Date: _____

Subject: Grade Road Embankment – Declaration of an Emergency Resolution No. 2016-04

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

RECOMMENDATION(S)/ACTION REQUESTED OF COUNCIL: **Adopt Resolution No. 2016-04 declaring an emergency exists along Grade Road section and embankment between 30th and 32nd Streets NE, authorizing repair and replacement work and for City personnel to take all such actions as are necessary to remedy and abate said emergency.**

SUMMARY/BACKGROUND: In mid-October 2015, Grade Road was closed to all vehicle traffic due to movement of the fill embankment that resulted in a void under the pavement. The cause of the movement was believed to be the result of Catherine Creek undercutting the toe of the embankment and settlement occurring. Most of the embankment is located on private property.

Since this action was taken, the City has been performing due diligence to gain access to the private property, performing additional investigation for a permanent solution, preparing a design for the permanent solution, and coordinating with the Department of Fish and Wildlife related to working in realigning Catherine Creek (water of the State).

Recently it was discovered that the sewer main, located in the roadway prism, is showing signs of movement. Also new areas of embankment movement were discovered which has resulted in another void section under the pavement. With these discoveries, it was determined that immediate action is necessary to mitigation this condition as soon as possible. This emergency declaration will allow for the City to perform temporary repair work promptly and to get the permanent design implemented sooner.

BUDGET IMPACT: N/A - initial estimated costs are at \$500,000 but will be adjusted with the large areas of unknown conditions, this is not based on sound engineering.

ATTACHMENTS:

- ▶ Exhibit A: Resolution Nol. 2016-04

EXHIBIT A

RESOLUTION NO. 2016-04

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LAKE STEVENS DECLARING AN EMERGENCY, AUTHORIZING REPAIR AND REPLACEMENT OF GRADE ROAD SECTION AND EMBANKMENT AND RELATED SEWER LINE BETWEEN 30th and 32nd STREETS NE, AUTHORIZING CITY PERSONNEL TO TAKE ALL SUCH ACTIONS AS ARE NECESSARY TO REMEDY AND ABATE SAID EMERGENCY.

WHEREAS, in October 2015 a portion of the east side of Grade Road, between 30th and 32nd Streets NE, within the Lake Stevens City limits, had movement resulting in voids under the pavement, cracking and sloughing of the embankment, and erosion of sediment into the Catherine Creek ravine; and

WHEREAS, there has been a closure of Grade Road between 30th and 32nd Streets NE causing traffic to be re-routed through residential neighborhoods which has caused increased traffic and associated problems with speeding traffic and related safety issues as well as increased wear and damage to the residential street on the detour route; and

WHEREAS, on October 26, 2015 Robinson Noble, a geotechnical engineer, provided the City with an assessment that a failure of the Grade Road embankment was possible. That assessment is attached hereto as **EXHIBIT A**; and

WHEREAS, there is a sanitary sewer main line under the control of the Lake Stevens Sewer District that runs beneath the portion of Grade Road that is vulnerable to the slough and erosion caused by Catherine Creek; and

WHEREAS, the Lake Stevens Sewer District has video taped the aforementioned sewer line and has found that the pipe is showing deformation; and

WHEREAS, on March 3, 2016 the City met with its geotechnical engineer and staff from the Department of Fish and Wildlife at the closed portion of Grade Road and concluded that the situation is urgent and emergency action is warranted. A copy of the memo summarizing the above meeting is attached hereto as **EXHIBIT B**; and

WHEREAS, the City of Lake Stevens is empowered pursuant to Chapter 8.12 RCW to acquire, if necessary, title to real property for public purposes. The repair of Grade Road and the stabilization and ongoing maintenance of its east embankment is a public purpose; and

WHEREAS, citizens of the City of Lake Stevens and sewer customers in the surrounding region served by Lake Stevens Sewer District rely upon Grade Road and the underlying sewer line; and

WHEREAS, based upon sound engineering judgment, the above described circumstances pose a significant and continuing risk to the health, safety and welfare of the public and the environment if immediate measures are not taken to preserve, protect, repair and replace conditions affecting said section of Grade Road and the sewer line beneath Grade Road; and

WHEREAS, the above circumstances are unforeseen and beyond the control of the City of Lake Stevens and present a real, immediate threat to the proper performance of essential public functions and may likely result in material loss or damage to property, public health, bodily injury or loss of life if immediate action is not taken; and

WHEREAS, the above described circumstances justify declaring an emergency which requires immediate action by the City;

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

- 1.) An emergency exists and property, persons and the environment would suffer material injury or damage by delay, and the public health, safety and welfare would suffer material injury or damage by delay, and as such, an emergency is now hereby declared to exist.
- 2.) The existence of such emergency and the facts constituting the emergency are set forth in the recital paragraphs of this resolution. Said facts and circumstances are hereby adopted as findings of the Lake Stevens City Council and justify the declaration of emergency.
- 3.) The City Council authorizes and directs City staff, consultants and Lake Stevens Sewer District to make requests and apply as necessary to City, County, State and Federal agencies for waiver, deferral or expedited processing of permits and to otherwise take all actions necessary and required to abate and remedy said emergency conditions.
- 4.) This resolution is intended to be liberally construed to effectuate the purpose of protecting the public health, safety and welfare to avoid and/or mitigate risk associated with the failure of Grade Road and the underlying sewer line and to carry out the projects and necessary work in an efficient, expedited and orderly manner.
- 5.) The City Council does hereby waive the requirements of RCW 35A.40.210 and RCW 35.23.352 requiring public bidding and authorizes the emergency contract for repair and stabilization and replacement of Grade Road section and embankment repair related to the sewer line between 30th and 32nd Streets NE for partial remediation of the emergency.
- 6.) If any section, subsection, sentence, clause, phrase or word of this resolution should be held to be invalid or unconstitutional by a court of competent

jurisdiction, such invalidity or unconstitutionality thereof shall not affect the validity or constitutionality of any other section, subsection, sentence, clause, phrase or word of this resolution.

PASSED by the City Council of the City of Lake Stevens this _____ day of March, 2016.

John Spencer, Mayor

ATTEST:

Kathy Pugh, Deputy City Clerk

APPROVED AS TO FORM:

Grant K. Weed, City Attorney

EXHIBIT A



October 26, 2015

Mick Monken
City of Lake Stevens
1820 Main Street
Post Office Box 257
Lake Stevens, Washington 98258

Grade Road Closure
Between Catherine Drive and 32nd Street NE
Lake Stevens, Washington
File No. 2622-007A

Dear Mr. Monken:

This letter provides our current assessment of the Grade Road embankment between Catherine Drive (30th Street NE) and 32nd Street NE. You have recently identified that the edge of the embankment, just outside of the pavement edge/fog line has cracks and downsets at one location. A small void was observed to extend under the pavement also, indicating loss of ground support. This has created an immediate concern for embankment stability and you have closed the road to traffic. You have requested that we evaluate the embankment based on current observations and existing data and provide our opinion on the need for the road closure.

We have completed geotechnical studies and provided repair options for the embankment, as summarized in our Preliminary and Final geotechnical reports dated February 4, 2014 and July 15, 2015, respectively. We have also provided on-going consultation on this project.

As part of our study we installed an inclinometer casing in the embankment to evaluate, if movement occurs, the lateral profile of the movement within the embankment. This provides valuable information on evaluating potential repairs if needed. We have provided you with our readings in a letter dated April 18, 2014, and verbally after our subsequent readings on June 26, 2015. At those times, discernable movement had not occurred.

You recently surveyed points on the road surface that were established near the first of this year (2015). Lateral deflections of the road surface varied up to 0.56 inches. The northbound outside wheel lane also is observed to have settled some, based on photograph data. Survey nails were not set in the wheel lane as the pavement is broken up and the nails would not be expected to survive. Therefore, the amount of this settlement is not survey documented.

Our reports described the embankment as being constructed of poor quality, uncompacted soil, and that the embankment was not considered stable. One of the ways we evaluate soil strength is by blow counts obtained during our drilling explorations. Blow counts below 5 indicate poor quality soils. We encountered a significant portion of the embankment to have zero blow count material. The embankment varies in thickness from about 13 feet on the east

Grade Road Closure
Between Catherine Drive and 32nd Street NE
Lake Stevens, Washington
File No. 2622-007A
October 26, 2015
Page 2

edge to zero feet on the west. The western side is expected to have been cut into dense native soils. We do not know the profile of the native/fill interface, but suspect it is fairly steep under the southbound lane, as a fill depth of 9 to 11 feet was found at centerline of the road.

Although the embankment has stood for tens of years, it is our opinion that it is unstable. We expect that the trees on the outer edge reinforce the face of the embankment and provide some stability. However, these trees are on a steep slope, and if they topple in a wind and/or rain storm, they would expose the underlying weak soils within the embankment which would further reduce embankment stability. Our experience is that most of the time larger failures occur during large isolated storm events or a succession of significant storm events. A typical scenario would be the saturation of the outer embankment during heavy rainfall; increased water flow could also enter the embankment from the open ditch on the west side of the road. In addition, a sewer line is located within the road prism. Trench lines such as this can often transmit groundwater into the embankment adding to stability problems. It is not known if this is occurring.

Given the above discussion, our observations, and the recent movements observed on the slope face and void under the pavement, it is our opinion that an embankment failure is possible. We would expect the failure to be progressive starting at the embankment face and working backward to the west. The speed at which this would occur is not known and would be dependent on how saturated the embankment was at the time of the initial event. Based on this it is our opinion that closure of the northbound lane is required due to the minimal distance from the fog line to the top of slope. With the unknown rate of progression of the embankment failure, we consider it prudent to close the entire road section. Although we do not consider the west side of the road or properties further to the west to be at risk, the depth of fill found at centerline indicates that the failure could involve the south travel lane.

We note that our previous report primarily discusses the portion of the embankment where the creek is undermining the toe. The report does indicate that the fix should be extended outside of this area but does not discuss it in detail. The recent surface survey shows that most of the lateral movements have occurred north and south of the toe erosion area. This is an indicator that the embankment repair needs to extend the whole length of the embankment adjacent to the stream corridor.

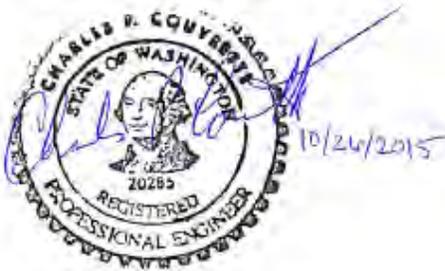
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Grade Road Closure
Between Catherine Drive and 32nd Street NE
Lake Stevens, Washington
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Within the limitations of scope, schedule and budget for our work, we have strived to take care that our work has been completed in accordance with generally accepted practices followed in this area at the time this report was prepared. No other conditions, expressed or implied, should be understood.

We appreciate the opportunity to be of service to you. If there are any questions concerning this letter or if we can provide additional services, please call.

Sincerely,
Robinson Noble, Inc.



Charles P. Couvrette, PE
Principal Engineer

CPC:am

Robinson Noble, Inc.

EXHIBIT B

MEMORANDUM

To: File (16019)
From: Mick Monken, Public Works Director/City Engineer
Date: 8 March 2016
Subject: **Grade Road Embankment Stabilization –
Meeting with Dept. of Fish and Wildlife Documentation**

On Thursday, 3 March 2016, the City (Goad, Emerson, Wright, and Monken) and its Geotech Engineer (Robinson Noble) met on site with the Department of Fish and Wildlife staff (Jamie Bails and Kevin Lautz) regarding the current condition of the Grade Road embankment (between 30th and 32nd St NE). The reason for the meeting was to discuss the proposed repair/stabilization plans and urgency to perform the embankment repairs.

The urgency of this work that was discussed were:

1. The sewer main line running along this section of the embankment movement had recent signs of deformation and movement. The City and Sewer District have concerns that continued movement will jeopardize the integrity of the sewer line and increase the risk of a sewer release into Catherine Creek;
2. The road embankment has recently, in the past few months, shown several areas of movement/settlement at a much faster rate than over the past few years. It was observed during the 3rd March 2016 site meeting that a new void had recently occurred approximately 100 feet north of the last void section. This is a strong indicator that embankment movement is spreading beyond the original study area.
3. The road was closed was based on the Geotech's findings of a possible embankment failure. This was considered a high risk to the public safety and welfare so a full road section was closed by the City and a detour through residential neighborhoods was established.

Note that on our site visit, further and additional movement of the embankment and cracking in the road surface was observed. DFW staff agreed that an emergency action does exist and that they would work with the City to expedite the permitting process. A concept plan was provided and discussion on a two-step process tentatively agreed upon so that the repairs can be completed in 2016. The first step is to move the Catherine Creek channel back into an old existing channel

allowing a minimal flow to protect wild fish habitat in this reach of Catherine Creek. This will direct the high flows away from the toe of the embankment so temporary stabilization measures can take place. The second step is the long term embankment repair and bank restoration that could be performed later this spring/summer within the established window to perform in-water work.

Staff is lining up the support services to perform the required permit documentation, plans and models and retaining a contractor to perform the stabilization and restoration work.



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LAKE STEVENS CITY COUNCIL
STAFF REPORT

Council **Agenda** 15 March 2016
Date: _____

Subject: Grade Road Emergency Embankment Repair – Marshbank Construction

Contact	Mick Monken	Budget	\$300,000
Person/Department:	<u>Public Works</u>	Impact:	_____

RECOMMENDATION(S)/ACTION REQUESTED OF COUNCIL: Authorize the Mayor to execute a Small Public Works Contract with Marshbank Construction, Inc. for the emergency road and embankment repair of Grade Road for an amount of not to exceed \$300,000.

SUMMARY/BACKGROUND: Late last year the City closed a section of Grade Road between 30th and 32nd Street NE due to an embankment movement resulting in an unsafe roadway. Since that time, the City has been taking steps to reopen the road. This has consisted of gaining access to this property, preparation of design plans, coordination with the Department of Fish and Wildlife, and being the permit process. This contract is to perform the actual construction level repair work.

The work will be performed in two phases: 1) temporary stabilization performed; and 2) permanent repairs. The temporary will consists of: realignment of Catherine Creek away from the toe of the embankment while maintaining low flow to the existing channel for juvenile fish habitat; performing temporary embankment stabilization by filling the erosion void under the toe; and toping trees to take the load of the embankment. The permanent repairs will be the abandonment of a portion of the existing stream channel along the toe of the embankment; construction of a fabric wrap retaining wall; and stream edge mitigation measures. The temporary phase is expected to occur April/May and the permanent between July and September. If all goes well, it is possible that the road could be reopened by the end of summer.

Under an emergency declaration the City can select a qualified contractor to perform emergency repairs services without going out to bid. Marshbank was selected due to their experience in work on these types of projects and with the State. Also, Marshbank is a local construction company location in the City's industrial area. The contract with Marshbank is a Force Account based contract which means that the City will pay for work under a time and material bases in accordance with State standards. Basically the contractor will perform work as directed by the City and the State approved plans. This is considered the best practice when time is of the essence and there are so many unknown conditions. The City and staff have a good working experience with Marshbank and they have a proven track record of outstanding performance.

BUDGET IMPACT: \$300,000 estimate. Actual costs could exceed this depending on existing conditions and State permit requirements.

ATTACHMENTS:

- ▶ Exhibit A: Small Public Works Contract

SMALL PUBLIC WORKS CONTRACT FOR EMERGENCY REPAIRS

THIS EMERGENCY SMALL PUBLIC WORKS CONTRACT (“Contract”) is made and entered into this _____ day of _____, 20____, by and between Marshbank Construction, Inc. (“Contractor”) and the City of Lake Stevens, a municipal corporation (“City”).

WHEREAS, the City desires to accomplish certain emergency public works entitled Grade Road Emergency Embankment Repair (“the Project”) having an estimated cost of \$300,000 or less; and

WHEREAS, the City approved Resolution 2016-04 declaring that an emergency exists and repair services must be performed for the protection of public safety and welfare; and

WHEREAS, whereas the City received and reviewed written Proposals for the Project from the Contractor, and has determined that Contractor is qualified and possesses sufficient skills and capabilities to perform and carry out and complete said work for the City ; and

WHEREAS, the Contractor and the City desire to enter into this Contract for emergency repairs “the Project” in accordance with the terms and conditions of this Contract.

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

1. Scope of Work—the Project.

The Contractor shall perform, carry out and complete the Project in accordance with this Contract and the incorporated Contract Documents specified in Section 2. The Project shall be completed no later than Date.

2. Contract Documents.

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

- a. Request for Proposal/Bid
- b. Plans and Contract Drawings.
- c. Scope of Work.
- 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**).
- g. Payment and Performance Bond (attached).
- h. Retainage Bond (attached) (**optional-see Section 5**).

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

3. Commencement of Work.

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

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

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 \$300,000 in accordance with the bid price in Contractor's Bid 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 changes orders and/or payments for any alterations in or additions to the work provided under this Contract shall be in accordance with the change order process set forth in Section 1-04.4 of the Standard Specifications.

f. Final Payment. Pursuant to RCW Chapter 60.28, a sum equal to five percent (5%) of the monies earned by the Contractor will be retained from payments made by the City to the Contractor under this Contract. This retainage shall be used as a trust fund for the protection and payment (1) to the State with respect to taxes imposed pursuant to RCW Title 82 and (2) the claims of any person arising under the Contract.

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

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

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

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

- iii. A release has been obtained from the Washington State Department of Revenue.
- iv. Affidavits of Wages Paid for the Contractor and all Subcontractors are on file with the Contracting Agency (RCW 39.12.040).
- v. A certificate of Payment of Contributions Penalties and Interest on Public Works Contract is received from the Washington State Employment Security Department.
- vi. Washington State Department of Labor and Industries (per Section 1-07.10 of the Standard Specifications) shows the Contractor is current with payments of industrial insurance and medical premiums.
- vii. All claims, as provided by law, filed against the retainage have been resolved.
- viii. If requested by the City, the Contractor shall provide the City with proof that insurance required under Section 22 remains in effect.

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

h. Payment in the Event of Termination. In the event this Contract is terminated by the either party, the Contractor shall not be entitled to receive any further amounts due under this Contract until the

work specified in the Scope of Work is satisfactorily completed, as scheduled, up to the date of termination. At such time, if the unpaid balance of the amount to be paid under the Contract exceeds the expense incurred by the City in finishing the work, and all damages sustained by the City or which may be sustained by the City or which may be sustained by the reason of such refusal, neglect, failure or discontinuance of Contractor performing the work, such excess shall be paid by the City to the Contractor. If the City's expense and damages exceed the unpaid balance, Contractor and his surety shall be jointly and severally liable therefore to the City and shall pay such difference to the City. Such expense and damages shall include all reasonable legal expenses and costs incurred by the City to protect the rights and interests of the City under the Contract.

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

6. Term of Contract.

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

7. Termination of Contract.

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

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

8. Status of Contractor.

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

9. Permits.

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

10. Business License Required.

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

11. Work Ethic.

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

12. City Ownership of Work Products.

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

13. Job Safety.

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

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

14. Prevailing Wages.

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

15. Taxes and Assessments.

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

16. Nondiscrimination Provision.

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

17. The Americans with Disabilities Act.

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

18. Compliance With Law.

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

19. Guarantee of Work.

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

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

c. The Contractor specifically and expressly waives any immunity that may be granted it under the Washington State Industrial Insurance Act, Title 51 RCW, as provided in RCW 4.24.115. The indemnification obligation under this Contract shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable to or for any third party under workers compensation acts, disability benefits acts, or other employee benefits acts; provided the Contractor's waiver of immunity by the provisions of this paragraph extends only to claims against the Contractor by the City and does not include, or extend to, any claims by the Contractor's employees directly against Contractor. The obligations of Contractor under this subsection have been mutually negotiated by the parties hereto, and Contractor acknowledges that the City would not enter into this Contract without the waiver thereof of Contractor.

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

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

22. Insurance.

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

a. Minimum Scope of Insurance.

The Contractor shall obtain insurance of the types described below:

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

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

d. 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.

e. Acceptability of Insurers.

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

f. Verification of Coverage.

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

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

g. 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.

h. Subcontractors.

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

i. 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.

j. Notice of Cancellation of Insurance.

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

23. Assignment and Subcontractors.

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

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

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

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

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

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

g. Subcontractor's Insurance.

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 the 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 CG20 38 04 13.

24. Severability.

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

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

25. Integration and Supersession.

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

26. Non-Waiver.

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

27. Survival.

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

28. Contract Representatives and Notices.

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

To the City:

City of Lake Stevens
City Clerk
1812 Main Street
Lake Stevens, WA 98258-0257
425-334-1012

To the Contractor:

Dave Marshbank
Marshbank Construction, Inc.
3304 Old Harford Road
Post Office Box 97
Lake Stevens, WA 98258
425-377-9708

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.

b. For questions related directly to the Project the City's contact person is Mick Monken or his designee.

Mick Monken, Public Works Director
City of Lake Stevens
1812 Main Street
Post Office Box 257
Lake Stevens, WA 98258
425-377-3237
mmonken@lakestevenswa.gov

29. Third Parties.

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

30. Governing Law.

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

31. Venue.

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

32. Attorney Fees

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

33. Authority

The person executing this Agreement on behalf of Contractor represents and warrants that he or she has been fully authorized by Contractor to execute this Agreement on its behalf and to legally bind

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

34. Counterparts.

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: _____
John Spencer, Mayor

By: _____

Printed Name

Title

Approved as to Form:

Grant K. Weed, City Attorney

Acknowledgement of Waiver of Contractor's Industrial Insurance Immunity:

City Signature

Contractor Signature

SCOPE OF WORK

Grade Road Emergency Embankment Repair

Project: 16019

Scope of Work: Perform temporary and permanent road prism and roadway embankment repairs to an east section of Grade Road between 30th and 32nd Streets NE to mitigate an existing emergency situation.

Work is expected to consist of two phases:

1. Temporary stream realignment and embankment stabilization
2. Repair and reconstruction of road prism/embankment surface and permanent realignment of stream.

Work may include but not be limited to:

- Working in a fish (Salmon) bearing stream (Catherine Creek – Type F stream)
- Realignment and permanent diverting of stream
- Vegetation clearing
- Tree removal including root system
- Preparation and placement of root wads with 20 to 30 foot truck stems
- Excavation and import of earth materials
- Excavation of surface material (asphalt pavement)
- Repair or replacement of a sewer main line
- Placement/replacement of storm conduit and structures
- Rock placement in and near stream and embankment toe
- Construction of a geo-textile type retaining wall or other retaining wall
- Construction of road bedding and surface paving
- Offsite disposal of waste material
- Pavement marking

Work to be performed will be directed by the City Engineer or designee.

Material and Equipment Storage: Contractor may use Grade Road between 30th and 32nd Streets NE for storage for material and equipment during the duration of the project.

Payment: Work shall be performed under a Force Account (Time and Material) in accordance with 2014 Standard Specification.

Hours of Work: 7:00 AM to 8:00 PM Monday through Friday

8:00 AM to 8:00 PM Saturday and Sunday

Other hours may be allowed with the City approval



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LAKE STEVENS CITY COUNCIL
STAFF REPORT

Council Date: **Agenda** 15 March 2016

Subject: 2016 Grant Writing Assistance Services

Contact Person/Department:	Mick Monken Public Works	Budget Impact:	\$50,000
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RECOMMENDATION(S)/ACTION REQUESTED OF COUNCIL: Authorize the Mayor to execute a contract with Perteet Inc. to provide support for Grant Writing Assistance Service for an amount not to exceed \$30,000 and authorize a management reserve of \$20,000.

SUMMARY/BACKGROUND: The services to be provided under this contract are to assist City staff in seeking grant opportunities, both State and Federal types, and preparing applications of the City's choosing. The main focus will be transportation with an emphasis on 20th Street SE. Other funding opportunities will look at sidewalks and other non-motorized ways, beautifications, and parks. Using outsource services will allow for current staff to stay focused on current project, assignments, and developer demands.

The services provided under this contract will be performed on a time and material basis. This removes the risk factor for the consultant as they are paid for effort expended. For the City, this provides a flexibility on the amount of effort that the consultant is used. It is expected that in most cases, the City will continue to provide technical support services, such as cost estimating, project scope development, and graphics. The consultant will prepare the documents, identify what information is necessary for a good grant, and provide recommendations on which grants are "best fits" for City projects. There is also an economy of scale as the consultant stays well informed of current grants for several clients so the City would not be covering most of these costs.

The not to exceed \$30,000 is a limiting budget and not based on an actual expectation of effort. The management reserve of \$20,000 is not included in the original contract but provides a fund set-aside should an opportunity present itself throughout the year that the City wants to pursue and the original \$30,000 has been expended.

BUDGET IMPACT: \$50,000 will need to be through a budget adjustment. Funds would come from Street Professional Service (Transportation) and possibly General Fund (Parks).

ATTACHMENTS:

- ▶ Attachment A: Professional Service Agreement

Attachment A

PROFESSIONAL SERVICES AGREEMENT BETWEEN CITY OF LAKE STEVENS AND PERTEET INC. FOR CONSULTANT SERVICES

THIS AGREEMENT ("Agreement") is made and entered into by and between the City of Lake Stevens, a Washington State municipal corporation ("City"), and Perteet Inc., a Washington corporation ("Consultant").

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 **2016 Grant Writing Assistance** as described in Article II. The general terms and conditions of the relationship between the City and the Consultant are specified in this Agreement.

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. 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 the day of Notice to Proceed and shall terminate at midnight on 31 December 2016. The parties may extend the term of this Agreement by written mutual agreement.

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 employees 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 III.6, Consultant hereby knowing, 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)

e. **Public Records Requests.** In addition to Paragraph IV.3 b, when the City provides the Consultant with notice of a public records request per Paragraph IV.3 b, Consultant agrees to save, hold harmless, indemnify and defend the City its officers, agents, employees and elected officials from and against all claims, lawsuits, fees, penalties and costs resulting from the Consultant's violation of the Public Records Act RCW 42.56, or Consultant's failure to produce public records as required under the Public Records Act.

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 at least as broad as ISO occurrence form CG 00 01 and shall cover liability arising from premises, operations, stop-gap, independent contractors and personal injury and advertising injury. The City shall be named as an additional insured under the Consultant's Commercial General Liability insurance policy with respect to the work performed for the City using an additional insured endorsement at least as broad as ISO CG 20 26.
- (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. Best's rating of no less than A:VII, or if not rated by Best, with minimum surpluses the equivalent of Best's 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 respects the City. Any insurance, self-insurance, or insurance pool coverage maintained by the City shall be excess of the Consultant's insurance and shall not contribute with it.

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

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

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

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

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

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

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

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

ARTICLE IV. OBLIGATIONS OF THE CITY

IV.10 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 \$30,000.00 without the written agreement of the Consultant and the City. Such payment shall be full compensation for work performed and services rendered and for all labor, materials, supplies, equipment and incidentals necessary to complete the work. In the event the City elects to expand the scope of services from that set forth in Exhibit A, the City shall pay Consultant a mutually agreed amount.

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

c. The City will pay timely submitted and approved invoices received before the 20th of each month within thirty (30) days of receipt.

IV.11 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.

a. 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.

b. **Public Records.** The parties agree that this Agreement and records related to the performance of the Agreement are, with limited exception, public records subject to disclosure under the Public Records Act RCW 42.56. Further, in the event of a Public Records Request to the City, the City may provide the Consultant with a copy of the Records Request and the Consultant

shall provide copies of any City records in Consultant's possession, necessary to fulfill that Public Records Request. If the Public Records Request is large the Consultant will provide the City with an estimate of reasonable time needed to fulfill the records request.

If a public records request is made the City may or may not choose to give the Consultant third party notice under RCW 42.56 for the Consultant to decide whether to file for a court action to prevent or limit the disclosure of the records.

ARTICLE V. GENERAL

V.12 **NOTICES.** Notices shall be sent to the following addresses:

To the City:

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

To the Consultant:

Perteet, Inc.
Attn: **Contract/Project Manager Name**
2700 Colby Avenue, Suite 900
Everett, WA 98201

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.13 **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 the payment provisions of Section VI.1.

V.14 **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 _____, 2016.

CITY OF LAKE STEVENS

Perteet, Inc.

By: _____
John Spencer, Mayor

By: _____
Printed Name & Title

Approved as to form:

Grant K. Weed, City Attorney

Exhibit A

**PERTEET, INC.
 Schedule of 2016 Billing Rates**

Engineering, Planning and Environmental Classifications	2016 Hourly Rate
Principal	225.00
Senior Associate	190.00
Senior Engineer/Manager	175.00
Lead Engineer/Manager	150.00
Engineer III	130.00
Engineer II	110.00
Engineer I	95.00
Senior Planner/Manager	160.00
Lead Planner/Manager	140.00
Program Support Specialist III	115.00
Program Support Specialist II	105.00
Program Support Specialist I	80.00
Planner III	115.00
Planner II	105.00
Planner I	80.00
Senior Ecologist/Manager	160.00
Lead Ecologist/Manager	140.00
Ecologist III	115.00
Ecologist II	100.00
Ecologist I	80.00
Lead Technician/Designer	110.00
Technician III	95.00
Technician II	80.00
Technician I	70.00
Contract Administrator	95.00
Accountant	90.00
Graphics Specialist	90.00
Clerical	75.00
Emergency Response Rate (immediate response following event)	@ 1.5 times hourly rate
Expert Witness Rates:	
Consulting & Preparation Time	@ standard hourly rates
Court Proceedings & Depositions (4 hour minimum)	@ 1.5 times hourly rates

PERTEET, INC.
Schedule of 2016 Billing Rates
 Page 2

Direct Expenses	Rate
Living & travel expenses outside of service area	Cost plus 10 percent
Authorized Subconsultants	Cost plus 10 percent
Outside Services (printing, traffic counts, etc.)	Cost plus 10 percent
CADD Station	\$10.00 per hour
Project Controls / Primavera	\$10.00 per hour
GIS / Traffic Modeling	\$15.00 per hour
Color Copies	\$.80 each
Mileage	@ current federal rate

Survey Classifications	2016 Hourly Rate
Principal Surveyor	185.00
Survey Manager	140.00
Professional Land Surveyor II	120.00
Professional Land Surveyor I	115.00
Office Technician	100.00
Field Technician III	95.00
Field Technician II	80.00
Field Technician I	65.00
One Person Survey Crew	90.00
Two Person Survey Crew	165.00
Three Person Survey Crew	235.00

Direct Survey Expenses	Rate
Dual Frequency GPS Receiver	\$150.00 per unit per day
Robotic Total Station Data Collection System	\$100.00 per day
Digital Level	\$50.00 per day
Laser Scanner	\$65.00 per hour
Survey monuments & cases	Cost plus 10 percent

PERTEET, INC.
Schedule of 2016 Billing Rates
Page 3

Construction Classifications	2016 Hourly Rate
Construction Engineering Supervisor	175.00
Construction Engineering Manager	165.00
Construction Manager	120.00
Assistant Construction Manager	120.00
Construction Engineer III	125.00
Construction Engineer II	110.00
Construction Engineer I	85.00
Senior Construction Observer	120.00
Construction Observer II	80.00
Construction Observer I	70.00
Senior Construction Technician	105.00
Construction Technician III	95.00
Construction Technician II	90.00
Construction Technician I	75.00



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LAKE STEVENS CITY COUNCIL
STAFF REPORT

Council Agenda Date: March 15, 2016

Subject: 2016 Budget Amendment #1

Contact Person/Department: Barb Stevens/ Finance

Budget Impact: Yes

RECOMMENDATION(S)/ACTION REQUESTED OF COUNCIL:

REVIEW: Ordinance No. 952 Amending Budget Ordinance No. 943 and including changes to Organizational Chart.

SUMMARY/BACKGROUND:

Throughout the year the City Council authorizes various purchase requests and agreements. At the time of authorization, the budget impact is presented to the Council as part of the information required in order for the Council to make an informed decision. The budget amendment follows to adjust the specific line items that will be affected by purchase or contract award. Detailed explanations of the changes requested are described below and in the attached spreadsheet:

Beginning Fund Balances

Due to revenue receipts and expenditure costs outside of the expected values during the 2016 budget process, the 2015 ending fund balances are different from what was adopted in the 2016 budget as beginning balances. The following funds beginning fund balances are being amended, which reflect the actual 2015 ending fund balances:

- 001 - General Fund - Increase \$351,124
- 002 - Contingency Reserve - Increase \$1,467
- 101 - Street Fund - Increase \$96,490
- 111 - Drug Seizure & Forfeiture Fund - Increase \$7,947
- 112 - Municipal Art Fund - Decrease (\$94)
- 301 - Capital Project Development Contribution Fund - Increase 871,892
- 303 - Real Estate Excise Tax I - Increase \$227,466
- 304 - Real Estate Excise Tax II - Increase \$230,288
- 309 - Sidewalk Capital Project Fund - Decrease (\$8,048)
- 401 - Sewer Fund - Decrease (\$786)
- 410 - Storm & Surface Water Fund - Decrease (\$99,466)
- 501 - Unemployment Fund - Decrease (\$1,436)
- 510 - Equipment Fund - Computer - Increase \$19,854
- 520 - Equipment Fund - Police - Increase \$2,838
- 530 - Equipment Fund - PW - Increase \$53,450
- 540 - Aerator Equipment Fund - Increase \$46
- 621 - Refundable Deposits - Increase \$17,873
- 633 - Treasurer's Trust - Increase \$7,630

In addition to the beginning balances, amendments are being proposed in revenue and expenditure line items throughout the funds. Proposed amendments are based changes in estimates (based on prior year actuals and current year actuals to date), prior year budgeted items not completed during the year (need reauthorization), new requests, or other obligations. Additional details is provided in Attachment A.

Revenues

- 001 - General Fund - Increase \$306,729
- 301 – Capital Project Development Contribution Fund - Increase \$239,652
- 303 – REET I – Increase \$200,000
- 304 – REET II – Increase \$200,000
- 309 – Sidewalk Capital Project Fund – Increase \$495,626
- 410 – Storm & Surface Water Fund – Decrease (\$36,507)

Expenditures

- 001 - General Fund - Increase \$499,555
- 101 – Street Fund – Increase \$287,550
- 112 – Municipal Art Fund – Decrease (\$94)
- 301 – Capital Project Development Contribution Fund - Increase \$596,600
- 304 – REET II – Increase \$953,000
- 309 – Sidewalk Capital Project Fund – Increase \$370,834
- 410 – Storm & Surface Water Fund – Increase \$50
- 510 – Equipment Fund – Computer – Increase \$35,000
- 530 – Equipment Fund – PW – Increase \$43,662
- 621 – Refundable Deposits – Increase \$17,873
- 633 – Treasurer’s Trust – Increase \$7,630

Position and title changes have also been proposed as follows:

- Planning Director
 - Title to Planning and Community Development Director
 - Update Salary Range (no effect on current budgeted expenditures)
- Administrative Assistant – Planning
 - Position change to Assistant Planner
 - Update Salary Range (no effect on current budgeted expenditures)

APPLICABLE CITY POLICIES:

In accordance with the Financial Management Policies, Budget Themes and Policies, and the Revised Code of Washington, changes in the adopted budget must be brought before the City Council.

BUDGET IMPACT:

The budget ordinance will amend the beginning and ending balances, revenues and expenditures in the funds set forth in the ordinance as well as amend the staffing positions as set forth in the organizational chart.

ATTACHMENTS:

- ▶ Attachment A: Budget Amendment Detail
- ▶ Exhibit A: Ordinance No. 952
- ▶ Exhibit A - Attachment: Amended Organizational Chart

Revenue Account	Fund	Total Amount	Obligated	Reauthorize	New Request	Notes
Sales Tax	001	\$ 95,431	\$ 95,431			Additional Expected - Council Retreat Discussion Item
Local Criminal Justice	001	\$ 52,372	\$ 52,372			Additional Expected - Council Retreat Discussion Item
Gas Utility Tax	001	\$ (86,800)	\$ (86,800)			Over budgeted - Based on 1st Quarter Actuals (Only 3.9% increase over prior year)
Cable Franchise	001	\$ 10,000	\$ 10,000			Additional Expected - Council Retreat Discussion Item
Permit Fees	001	\$ 161,910	\$ 161,910			Additional Expected - Council Retreat Discussion Item
Zoning & Subdivision	001	\$ 50,000	\$ 50,000			Additional Expected - Council Retreat Discussion Item
LE WASPC Grant	001	\$ 980	\$ 980			New Grant Revenue - Actual Amount
Boating Grant	001	\$ 12,836	\$ 12,836			Grant Revenue - Actual Amount
Police donation	001	\$ 10,000	\$ 10,000			Anonymous Police Donation
Traffic Mitigation	301	\$ 137,892	\$ 137,892			Additional Expected - Council Retreat Discussion Item
Park Mitigation	301	\$ 101,760	\$ 101,760			Additional Expected - Council Retreat Discussion Item
REET I	303	\$ 200,000	\$ 200,000			Additional Expected - Council Retreat Discussion Item
REET II	304	\$ 200,000	\$ 200,000			Additional Expected - Council Retreat Discussion Item
Sidewalk	309	\$ 240,000	\$ 240,000			N. Davies Sidewalk Grant Revenues
Sidewalk Grant	309	\$ 255,626	\$ 255,626			TIB Grant N. Lakeshore
Storm Water Charges	410	\$ (36,507)	\$ (36,507)			Actual amount certified by County SWM 1.1% inc over 2015 + delinquent amounts
Revenue Totals		\$ 1,405,500				
Expenditure Account	Fund	Total Amount	Obligated	Reauthorize	New Request	Notes
Finance Professional Services	001	\$ 20,000			\$ 20,000	Financial Planning Consultant Services
HR - Civil Prof Service	001	\$ 425		\$ 425		4th quarterly billing not paid until 2016
IT Professional Services	001	\$ 20,000			\$ 20,000	IT Consultant Services
PL - Professional Services	001	\$ 2,000	\$ 2,000			Critical Area work - portion not paid until 2016
Planning Professional Services	001	\$ 18,500	\$ 18,500			Prothman - Planning Director Search
Economic Devl Budget	001	\$ 120,000		\$ 120,000		Downtown Subarea - Reauthorize unused portion to 2016
Police Operating	001	\$ 10,000		\$ 5,000	\$ 5,000	Interview Room Audio/Visual - Reauthorize unused portion to 2016 (Additional \$5,000)
Police Operating	001	\$ 980	\$ 980			2 New Intoximeters - Grant Funded
Police Donation	001	\$ 2,500	\$ 2,500			Bike Program - Donation obligation from 2015
Police Donation Exp	001	\$ 10,000	\$ 10,000			2016 Obligated Donation Items
Police Professional Services	001	\$ 19,500	\$ 19,500			Prothman - Police Chief Search
Boating - Other Salaries (OT)	001	\$ 8,000			\$ 8,000	Addition \$10K in local portion- \$5K OT - req refresher and \$5K training
Boating - Other Benefits (OT)	001	\$ 3,100	\$ 3,100			Boating Program -Partially grant funded
Boating - Clothing	001	\$ 600	\$ 600			Boating Program -Partially grant funded
Boating - Op Supplies	001	\$ 1,000	\$ 1,000			Boating Program -Partially grant funded
Boating - Fuel	001	\$ 1,800	\$ 1,800			Boating Program -Partially grant funded
Boating - Travel	001	\$ 5,586	\$ 5,586			Boating Program -Partially grant funded
Boating - R&M	001	\$ 5,000	\$ 5,000			Boating Program -Partially grant funded
Boating - Training	001	\$ 1,490	\$ 1,490			Boating Program -Partially grant funded
Police Capital	001	\$ 15,000			\$ 15,000	Police Dept Fencing
PK Professional Service Tree	001	\$ 75,000		\$ 28,700	\$ 46,300	Tree Removal Services - Reauthorize unused portion to 2016 (add \$46,300)
Park - Capital	001	\$ 8,000		\$ 8,000		Regulation upgraded park signage - Reauthorize 2015 budget to 2016
Park - Capital	001	\$ 10,000		\$ 10,000		Floating Dock Repair - Reauthorize 2015 budget to 2016
Legal - Prosecutor	001	\$ 43,000	\$ 43,000			Prosecuting Attorney - Add Domestic Violence Coordination
Arts Commission	001	\$ 774		\$ 774		Reauthorize unused budget to 2016
Community Center R&M	001	\$ 4,300			\$ 4,300	New carpet in Community Center
SBDC Contribution	001	\$ 3,000	\$ 3,000			Small Business Development Center
General Government Capital	001	\$ 60,000	\$ 60,000			Lundeen House
General Government - R&M	001	\$ 30,000			\$ 30,000	Homeless encampment cleanups - Citywide
General Fund Expenditure Totals		\$ 499,555	\$ 178,056	\$ 172,899	\$ 148,600	
Safety Program	101	\$ 50	\$ 50			Additional PW Parks Employee - Safety Program
Street - Overlays	101	\$ 12,000			\$ 12,000	Cedar Trail Paving- Cedar Rd& Highschool - parallel to 30th
Street Professional Services	101	\$ 30,000			\$ 30,000	Survey Services - Road widening S. Lake Stevens (not in CFP)
Street Professional Services	101	\$ 50,000			\$ 50,000	PW grant writer - safer routes/ transportation
Street Repair & Maint	101	\$ 5,000			\$ 5,000	Fence Repairs - Citywide
Roundabout Landscape	101	\$ 4,000		\$ 4,000		Fish Roundabout - Reauthorize 2015 budget to 2016
Street - Capital Grade Road	101	\$ 74,500		\$ 74,500		Grade Road Embankment - Reauthorize unused portion from 2015
Street Capital	101	\$ 80,000			\$ 80,000	Speed Radar Signs (Mick)
Street Capital	101	\$ 32,000	\$ 32,000			Grade Road ROW Purchase
Street Fund Expenditure Totals		\$ 287,550	\$ 32,050	\$ 78,500	\$ 177,000	

Expenditure Account	Fund	Total Amount	Obligated	Reauthorize	New Request	Notes
Art - Public Art Acquisition	111	\$ (94)	\$ (94)			Reduced Beginning Balance reduces funds available Expenditures for 2016
Municipal Art Fund Expenditure Totals		\$ (94)	\$ (94)	\$ -	\$ -	
Planning & Design	301	\$ 327,100	\$ 327,100			20th Street Planning & Design Reauthorize unused portion to 2016
Street Construction	301	\$ 154,500			\$ 154,500	Grade Road Embankment Stream Relocation and Road Widening
Park Mitigation Funds	301	\$ 50,000			\$ 50,000	Downtown Development Park Studies
Tree Replacement Funds	301	\$ 65,000			\$ 65,000	Tree Replacement - Lundeen & Eagle Ridge
Mitigation Fund Expenditure Totals		\$ 596,600	\$ 327,100	\$ -	\$ 269,500	
REET 2 - Drainage	304	\$ 33,000	\$ 33,000			Regional Storm Pond at 20th/9 - Feasibility Study
REET 2 - Transportation Improve	304	\$ 350,000			\$ 350,000	Grade Road Embankment Stream Relocation and Road Widening
REET 2 - Transportation Improve	304	\$ 570,000	\$ 570,000			Acquisition -Village Way Property
REET Fund Expenditure Totals		\$ 953,000	\$ 603,000	\$ -	\$ 350,000	
Sidewalk Capital Exp	309	\$ 30,000	\$ 30,000			Roll forward N. Davies - portion not paid until 2016 - Grant Funded
Sidewalk Capital Exp	309	\$ 340,834	\$ 340,834			N. Lakeshore Drive - Grant Funded
Sidewalk Fund Expenditure Totals		\$ 370,834	\$ 370,834	\$ -	\$ -	
Safety Program	410	\$ 50	\$ 50			Additional PW Parks Employee - Safety Program
Storm Water Fund Expenditure Totals		\$ 50	\$ 50	\$ -	\$ -	
Annual Licensing	510	\$ 30,000			\$ 30,000	Microsoft Enterprise System (per year)
Purchase Computer Equipment	510	\$ 5,000			\$ 5,000	Increased cost of replacement computers
Computer Equipment Fund Expenditure Totals		\$ 35,000	\$ -	\$ -	\$ 35,000	
Capital purchase PW	530	\$ 43,662	\$ 43,662			North end truck - portion not paid until 2016
PW Equipment Fund Expenditure Totals		\$ 43,662	\$ 43,662	\$ -	\$ -	
Street Project Retainage Reimb	621	\$ 17,873	\$ 17,873			Retainage held on projects not yet released
Retainage Expenditure Totals		\$ 17,873	\$ 17,873	\$ -	\$ -	
Agency Funds	633	\$ 7,630	\$ 7,630			Agency funds not yet passed through to the State
Retainage Expenditure Totals		\$ 7,630	\$ 7,630	\$ -	\$ -	
Total Expenditures		\$ 2,811,660	\$ 1,580,161	\$ 251,399	\$ 980,100	
Description	Fund	budget	acttual	Amount	Note	
Beginning Balance	001	\$7,570,987	\$ 7,922,111	\$ 351,124	Beg	
Beginning Balance	002	\$3,405,547	\$ 3,407,014	\$ 1,467	Beg	
Beginning Balance	101	\$3,715,069	\$ 3,811,559	\$ 96,490	Beg	
Beginning Balance	103	\$1,526	\$ 1,526	\$ -	Beg	
Beginning Balance	111	\$27,805	\$ 35,752	\$ 7,947	Beg	
Beginning Balance	112	\$11,443	\$ 11,349	\$ (94)	Beg	
Beginning Balance	301	\$3,555,714	\$ 4,427,606	\$ 871,892	Beg	
Beginning Balance	303	\$640,071	\$ 867,537	\$ 227,466	Beg	
Beginning Balance	304	\$2,390,865	\$ 2,621,153	\$ 230,288	Beg	
Beginning Balance	309	\$425,483	\$ 417,435	\$ (8,048)	Beg	
Beginning Balance	401	\$275,606	\$ 274,820	\$ (786)	Beg	
Beginning Balance	410	\$1,896,056	\$ 1,796,590	\$ (99,466)	Beg	
Beginning Balance	501	\$102,918	\$ 101,482	\$ (1,436)	Beg	
Beginning Balance	510	\$215,106	\$ 234,960	\$ 19,854	Beg	
Beginning Balance	520	\$321,311	\$ 324,149	\$ 2,838	Beg	
Beginning Balance	530	\$168,894	\$ 222,344	\$ 53,450	Beg	
Beginning Balance	540	\$119,286	\$ 119,332	\$ 46	Beg	
Beginning Balance	621	\$2,200	\$ 20,073	\$ 17,873	Beg	
Beginning Balance	633	0	\$ 7,630	\$ 7,630	Beg	

**CITY OF LAKE STEVENS
 LAKE STEVENS, WASHINGTON
 ORDINANCE NO. 952**

AN ORDINANCE OF THE CITY OF LAKE STEVENS, WASHINGTON, AMENDING THE 2016 BUDGET AS SET FORTH IN ORDINANCE NO. 943 CONCERNING FUND BALANCES, REVENUES AND EXPENDITURES FOR VARIOUS FUND BALANCES FOR THE YEAR 2016.

WHEREAS, the City of Lake Stevens adopted the 2016 budget pursuant to Ordinance No. 943; and

WHEREAS, the City of Lake Stevens will receipt revenues and incur expenditures in categories and amounts other than anticipated in the adopted 2016 budget; and

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

SECTION 1. The 2016 budget, as adopted in Ordinance No. 943, is hereby amended as follows:

<i>Fund</i>	<i>Description</i>	<i>Current Budget</i>	<i>Amended Budget</i>	<i>Amount of Inc/(Dec)</i>	<i>ExpRev</i>
001 - General	Beginning Fund Balance	\$7,570,987	\$7,922,111	\$351,124	BegBal.
001 - General	Revenues	\$9,794,572	\$10,101,301	\$306,729	Rev.
001 - General	Expenditures	\$10,651,388	\$11,150,943	\$499,555	Exp.
001 - General	Ending Fund Balance	\$6,714,171	\$6,872,469	\$158,298	EndBal.
002 - General Reserve	Beginning Fund Balance	\$3,405,547	\$3,407,014	\$1,467	BegBal.
002 - General Reserve	Ending Fund Balance	\$4,200,597	\$4,202,064	\$1,467	EndBal.
101 - Street	Beginning Fund Balance	\$3,715,069	\$3,811,559	\$96,490	BegBal.
101 - Street	Expenditures	\$3,134,977	\$3,422,527	\$287,550	Exp.
101 - Street	Ending Fund Balance	\$2,868,305	\$2,677,245	(\$191,060)	EndBal.
111 - Drug Seizure & Forfeiture	Beginning Fund Balance	\$27,805	\$35,752	\$7,947	BegBal.
111 - Drug Seizure & Forfeiture	Ending Fund Balance	\$36,855	\$44,802	\$7,947	EndBal.
112 - Municipal Arts	Beginning Fund Balance	\$11,443	\$11,349	(\$94)	BegBal.
112 - Municipal Arts	Expenditures	\$11,493	\$11,399	(\$94)	Exp.
301 - Cap. Proj - Dev. Contrib.	Beginning Fund Balance	\$3,555,714	\$4,427,606	\$871,892	BegBal.
301 - Cap. Proj - Dev. Contrib.	Revenues	\$812,500	\$1,052,152	\$239,652	Rev.
301 - Cap. Proj - Dev. Contrib.	Expenditures	\$1,250,000	\$1,846,600	\$596,600	Exp.
301 - Cap. Proj - Dev. Contrib.	Ending Fund Balance	\$3,118,214	\$3,633,158	\$514,944	EndBal.
303 - Cap. Imp. - REET I	Beginning Fund Balance	\$640,071	\$867,537	\$227,466	BegBal.
303 - Cap. Imp. - REET I	Revenues	\$526,500	\$726,500	\$200,000	Rev.
303 - Cap. Imp. - REET I	Ending Fund Balance	\$825,729	\$1,253,195	\$427,466	EndBal.
304 - Cap. Imp. - REET II	Beginning Fund Balance	\$2,390,865	\$2,621,153	\$230,288	BegBal.
304 - Cap. Imp. - REET II	Revenues	\$527,000	\$727,000	\$200,000	Rev.
304 - Cap. Imp. - REET II	Expenditures	\$74,164	\$1,027,164	\$953,000	Exp.
304 - Cap. Imp. - REET II	Ending Fund Balance	\$2,843,701	\$2,320,989	(\$522,712)	EndBal.
309 - Sidewalk Capital Projects	Beginning Fund Balance	\$425,483	\$417,435	(\$8,048)	BegBal.
309 - Sidewalk Capital Projects	Revenues	\$983,700	\$1,479,326	\$495,626	Rev.
309 - Sidewalk Capital Projects	Expenditures	\$604,000	\$974,834	\$370,834	Exp.
309 - Sidewalk Capital Projects	Ending Fund Balance	\$805,183	\$921,927	\$116,744	EndBal.

401 - Sewer	Beginning Fund Balance	\$275,606	\$274,820	(\$786)	BegBal.
401 - Sewer	Ending Fund Balance	\$272,878	\$272,092	(\$786)	EndBal.
410 - Storm & Surface Water	Beginning Fund Balance	\$1,896,056	\$1,796,590	(\$99,466)	BegBal.
410 - Storm & Surface Water	Revenues	\$1,549,403	\$1,512,896	(\$36,507)	Rev.
410 - Storm & Surface Water	Expenditures	\$1,518,567	\$1,518,617	\$50	Exp.
410 - Storm & Surface Water	Ending Fund Balance	\$1,926,892	\$1,790,869	(\$136,023)	EndBal.
501 - Unemployment Fund	Beginning Fund Balance	\$102,918	\$101,482	(\$1,436)	BegBal.
501 - Unemployment Fund	Ending Fund Balance	\$73,118	\$71,682	(\$1,436)	EndBal.
510 - Equip Fund - Computer	Beginning Fund Balance	\$215,106	\$234,960	\$19,854	BegBal.
510 - Equip Fund - Computer	Expenditures	\$226,565	\$261,565	\$35,000	Exp.
510 - Equip Fund - Computer	Ending Fund Balance	\$140,858	\$125,712	(\$15,146)	EndBal.
520 - Equip Fund - Police	Beginning Fund Balance	\$321,311	\$324,149	\$2,838	BegBal.
520 - Equip Fund - Police	Ending Fund Balance	\$329,511	\$332,349	\$2,838	EndBal.
530 - Equip Fund - PW	Beginning Fund Balance	\$168,894	\$222,344	\$53,450	BegBal.
530 - Equip Fund - PW	Expenditures	\$255,730	\$299,392	\$43,662	Exp.
530 - Equip Fund - PW	Ending Fund Balance	\$249,344	\$259,132	\$9,788	EndBal.
540 - Aerator Replacement	Beginning Fund Balance	\$119,286	\$119,332	\$46	BegBal.
540 - Aerator Replacement	Ending Fund Balance	\$129,461	\$129,507	\$46	EndBal.
621 - Refundable Deposits	Beginning Fund Balance	\$2,200	\$20,073	\$17,873	BegBal.
621 - Refundable Deposits	Expenditures	\$53,200	\$71,073	\$17,873	Exp.
633 - Treasurer's Trust	Beginning Fund Balance	\$0	\$7,630	\$7,630	BegBal.
633 - Treasurer's Trust	Expenditures	\$200,000	\$207,630	\$7,630	Exp.

SECTION 2. Except as set forth above, all other provisions of Ordinance 943 shall remain in full force, unchanged.

SECTION 3. Effective Date and Publication. A summary of this ordinance consisting of its title shall be published in the official newspaper of the City. This ordinance shall take effect and be in force five (5) days after the date of publication.

PASSED by the City Council of the City of Lake Stevens this ____day of_____, 2016.

 John Spencer, Mayor

ATTEST/AUTHENTICATION:

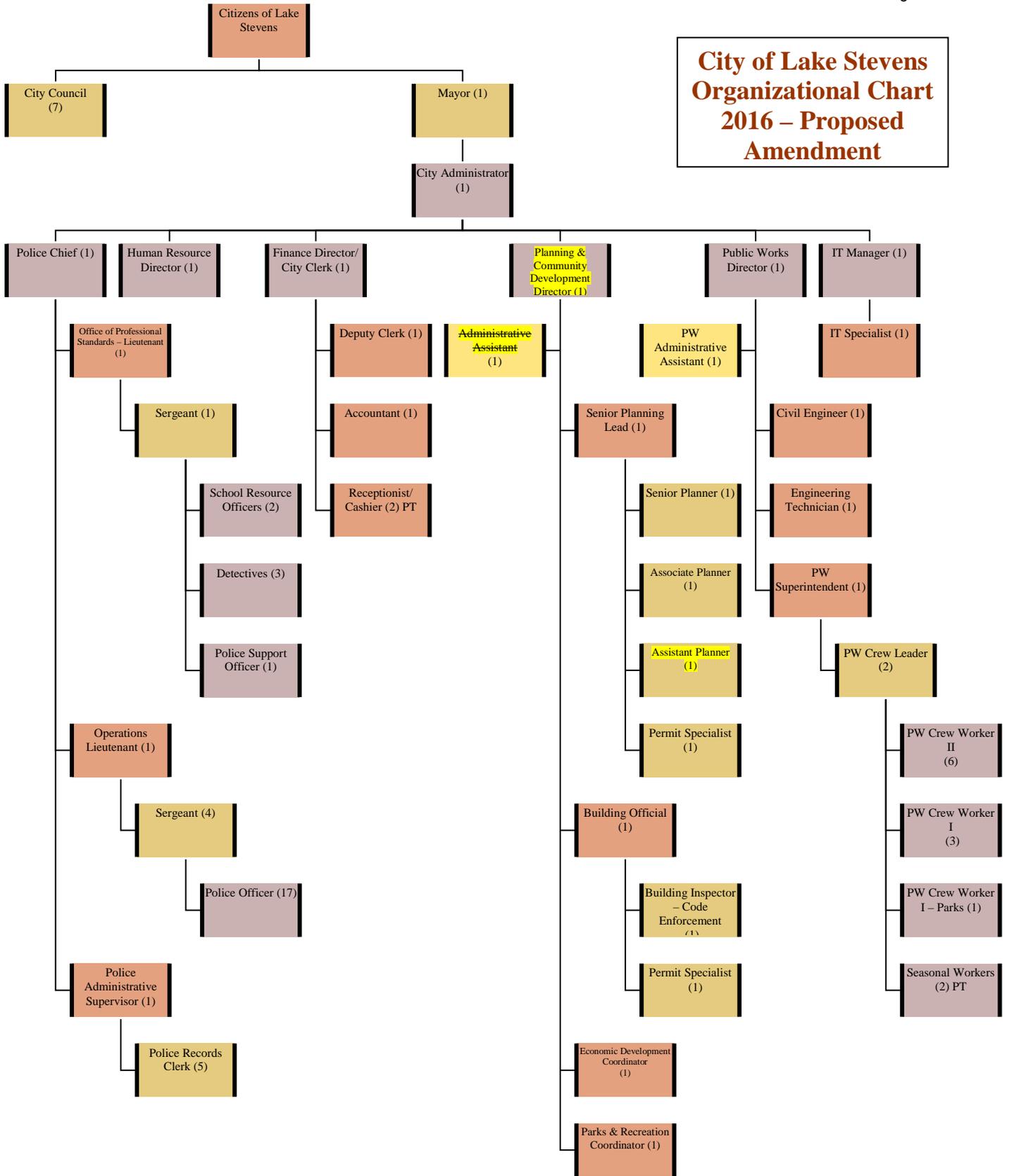
 Kathy Pugh, Deputy City Clerk

APPROVED AS TO FORM:

Presented: March 15, 2016
 Final Reading: March 22, 2016
 Published:
 Effective:

 Grant Weed, City Attorney

**City of Lake Stevens
 Organizational Chart
 2016 – Proposed
 Amendment**





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