

**City of Lake Stevens Mission Statement**



The City of Lake Stevens' mission is not only to preserve the natural beauty that attracted so many of its citizens, but to enhance and harmonize with the environment to accommodate new people who desire to live here. Through shared, active participation among Citizen, Mayor, Council, and City Staff, we commit ourselves to quality living for this and future generations.

Growth in our community is inevitable. The City will pursue an active plan on how, when, and where it shall occur to properly plan for needed services, ensure public safety, and maintain the unique ambience that is Lake Stevens.



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**REGULAR CITY COUNCIL MEETING AGENDA**  
**Lake Stevens School District Educational Service Center (Admin. Bldg.)**  
**12309 22<sup>nd</sup> Street NE, Lake Stevens**  
**Monday, April 11, 2011 - 7:00 p.m.**

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

**CALL TO ORDER:** 7:00 p.m.  
Pledge of Allegiance

**ROLL CALL:**

**GUEST BUSINESS:**

**CONSENT AGENDA:** \*A. Approve April 2011 vouchers. Barb

**ACTION ITEMS:**

- \*A. Approve minutes of March 28, 2011 regular meeting. Norma
- \*B. Approve Artist Agreement with Debbie Rhodes for roundabout art. Barb
- \*C. Adopt first and final reading of Ordinance No. 853, telephone tax regulations amendment. Barb
- \*D. First reading of Ordinance No. 854, Waste Management Franchise Agreement. Barb
- \*E. Approve LMN Architects Supplemental Contract #2 for Lake Stevens Center Circulation Study. Mick

**DISCUSSION ITEMS:**

**COUNCIL PERSON'S BUSINESS:**

**MAYOR'S BUSINESS:**

**STAFF REPORTS:**

**INFORMATION  
ITEMS:**

**EXECUTIVE  
SESSION:**

**ADJOURN:**

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\* 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.*

**BLANKET VOUCHER APPROVAL  
 2011**

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

|                            |                      |                     |
|----------------------------|----------------------|---------------------|
| Payroll Direct Deposits    | <b>904065-904127</b> | <b>\$113,149.22</b> |
| Payroll Checks             | <b>31619-31622</b>   | <b>\$6,484.42</b>   |
| Claims                     | <b>31623-31680</b>   | <b>\$104,701.67</b> |
| Electronic Funds Transfers | <b>315-320</b>       | <b>\$128,192.91</b> |
| Void Checks                |                      | <b>\$0.00</b>       |
| Tax Deposit(s)             | <b>4/1/2011</b>      | <b>\$40,720.93</b>  |
|                            |                      |                     |
| Total Vouchers Approved:   |                      | <b>\$393,249.15</b> |

**This 11th day of April 2011:**

\_\_\_\_\_  
 Mayor

\_\_\_\_\_  
 Councilmember

\_\_\_\_\_  
 Finance Director

\_\_\_\_\_  
 Councilmember

\_\_\_\_\_  
 Councilmember

\_\_\_\_\_  
 Councilmember



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## Direct Deposit Register

04-Apr-2011

Wells Fargo - AP

## Lake Stevens

### Direct Deposits to Accounts

| 04-Apr-2011   | <u>Vendor</u>                  | <u>Source</u> | <u>Amount</u> | <u>Draft#</u> | <u>Bank Name</u> | <u>Transit</u> | <u>Account</u> |
|---------------|--------------------------------|---------------|---------------|---------------|------------------|----------------|----------------|
| 12112         | AFLAC                          | C             | \$1,777.60    | 315           | Wells Fargo      | 121000248      | 4159656917     |
| 101           | Assoc. Of Washington Cities    | C             | \$77,281.36   | 316           | Wells Fargo      | 121000248      | 4159656917     |
| 9407          | Department of Retirement (Pers | C             | \$42,878.19   | 317           | Wells Fargo      | 121000248      | 4159656917     |
| 9408          | NATIONWIDE RETIREMENT SOL      | C             | \$843.72      | 318           | Wells Fargo      | 121000248      | 4159656917     |
| 1418          | Standard Insurance Company     | C             | \$5,009.58    | 319           | Wells Fargo      | 121000248      | 4159656917     |
| 9405          | Wash State Support Registry    | C             | \$402.46      | 320           | Wells Fargo      | 121000248      | 4159656917     |
| <b>Total:</b> |                                |               | \$128,192.91  | <b>Count:</b> | 6.00             |                |                |

### *Direct Deposit Summary*

| <i>Type</i> | <i>Count</i> | <i>Total</i> |
|-------------|--------------|--------------|
| C           | 6            | \$128,192.91 |

### Pre-Note Transactions

## Detail Check Register

01-Apr-11

Lake Stevens

| Check No                | Check Date       | VendorNo               | Vendor                              | Check Amount |                   |
|-------------------------|------------------|------------------------|-------------------------------------|--------------|-------------------|
| <b>31623</b>            | <b>01-Apr-11</b> | <b>13824</b>           | <b>Wash Teamsters Welfare Trust</b> |              | <b>\$1,464.50</b> |
| 05/2011                 |                  | Insurance Premiums     |                                     | \$1,464.50   | \$0.00            |
| 001010576802000         |                  | Parks - Benefits       |                                     | \$58.58      |                   |
| 101016542002000         |                  | Street Fund - Benefits |                                     | \$702.96     |                   |
| 410016542402000         |                  | Storm Water - Benefits |                                     | \$702.96     |                   |
| <b>Total Of Checks:</b> |                  |                        |                                     |              | <b>\$1,464.50</b> |

# Detail Check Register

07-Apr-11

Lake Stevens

| Check No        | Check Date       | VendorNo     | Vendor                                | Check Amount |                 |
|-----------------|------------------|--------------|---------------------------------------|--------------|-----------------|
| <b>31624</b>    | <b>11-Apr-11</b> | <b>12070</b> | <b>Aramark Uniform Services</b>       |              | <b>\$202.45</b> |
| 655-5402052     |                  |              | Uniform cleaning                      | \$40.49      | \$0.00          |
|                 |                  |              |                                       |              | \$40.49         |
| 001010576803100 |                  |              | Parks - Operating Costs               | \$5.67       |                 |
| 101016542002600 |                  |              | Street Fund - Clothing                | \$21.05      |                 |
| 410016542402600 |                  |              | Storm Water-Clothing                  | \$13.77      |                 |
| 655-5414388     |                  |              | Uniform cleaning                      | \$40.49      | \$0.00          |
|                 |                  |              |                                       |              | \$40.49         |
| 001010576803100 |                  |              | Parks - Operating Costs               | \$5.67       |                 |
| 101016542002600 |                  |              | Street Fund - Clothing                | \$21.05      |                 |
| 410016542402600 |                  |              | Storm Water-Clothing                  | \$13.77      |                 |
| 655-5430871     |                  |              | Uniform cleaning                      | \$40.49      | \$0.00          |
|                 |                  |              |                                       |              | \$40.49         |
| 001010576803100 |                  |              | Parks - Operating Costs               | \$5.67       |                 |
| 101016542002600 |                  |              | Street Fund - Clothing                | \$21.05      |                 |
| 410016542402600 |                  |              | Storm Water-Clothing                  | \$13.77      |                 |
| 655-5439134     |                  |              | Uniform cleaning                      | \$40.49      | \$0.00          |
|                 |                  |              |                                       |              | \$40.49         |
| 001010576803100 |                  |              | Parks - Operating Costs               | \$5.67       |                 |
| 101016542002600 |                  |              | Street Fund - Clothing                | \$21.05      |                 |
| 410016542402600 |                  |              | Storm Water-Clothing                  | \$13.77      |                 |
| 655-5451366     |                  |              | Uniform cleaning                      | \$40.49      | \$0.00          |
|                 |                  |              |                                       |              | \$40.49         |
| 001010576803100 |                  |              | Parks - Operating Costs               | \$5.67       |                 |
| 101016542002600 |                  |              | Street Fund - Clothing                | \$21.05      |                 |
| 410016542402600 |                  |              | Storm Water-Clothing                  | \$13.77      |                 |
| <b>31625</b>    | <b>11-Apr-11</b> | <b>174</b>   | <b>Bills Blueprint</b>                |              | <b>\$37.27</b>  |
| 436264          |                  |              | Copies - maps public records reque    | \$37.27      | \$0.00          |
|                 |                  |              |                                       |              | \$37.27         |
| 001007558003200 |                  |              | Planning-Operating Costs              | \$37.27      |                 |
| <b>31626</b>    | <b>11-Apr-11</b> | <b>179</b>   | <b>Blumenthal Uniforms</b>            |              | <b>\$756.15</b> |
| 860033          |                  |              | Ballistic Vest Replacement/Officer    | \$756.15     | \$0.00          |
|                 |                  |              |                                       |              | \$756.15        |
| 001008521002600 |                  |              | Law Enforcment Clothing               | \$756.15     |                 |
| <b>31627</b>    | <b>11-Apr-11</b> | <b>11952</b> | <b>Carquest Auto Parts Store</b>      |              | <b>\$24.41</b>  |
| 2121156147      |                  |              | Rubber floor mats                     | \$21.49      | \$0.00          |
|                 |                  |              |                                       |              | \$21.49         |
| 101016542004800 |                  |              | Street Fund - Repair & Mainten        | \$21.49      |                 |
| 2421-156603     |                  |              | Silicone                              | \$2.92       | \$0.00          |
|                 |                  |              |                                       |              | \$2.92          |
| 101016542004800 |                  |              | Street Fund - Repair & Mainten        | \$2.92       |                 |
| <b>31628</b>    | <b>11-Apr-11</b> | <b>258</b>   | <b>Champion Bolt &amp; Supply Inc</b> |              | <b>\$117.43</b> |
| 534762          |                  |              | Safety Gloves                         | \$77.17      | \$0.00          |
|                 |                  |              |                                       |              | \$77.17         |
| 101016542003102 |                  |              | Street Fund Operating Costs           | \$77.17      |                 |

# Detail Check Register

07-Apr-11

Lake Stevens

| Check No        | Check Date       | VendorNo     | Vendor                           |             |        | Check Amount       |
|-----------------|------------------|--------------|----------------------------------|-------------|--------|--------------------|
| 535046          |                  |              | Safety Glass                     | \$40.26     | \$0.00 | \$40.26            |
| 101016542003102 |                  |              | Street Fund Operating Costs      | \$40.26     |        |                    |
| <b>31629</b>    | <b>11-Apr-11</b> | <b>13776</b> | <b>Chris L Griffen</b>           |             |        | <b>\$600.00</b>    |
| C8516L          |                  |              | Public Defender                  | \$300.00    | \$0.00 | \$300.00           |
| 001013512800000 |                  |              | Court Appointed Attorney Fees    | \$300.00    |        |                    |
| C8830L          |                  |              | Public Defender                  | \$300.00    | \$0.00 | \$300.00           |
| 001013512800000 |                  |              | Court Appointed Attorney Fees    | \$300.00    |        |                    |
| <b>31630</b>    | <b>11-Apr-11</b> | <b>274</b>   | <b>City of Everett</b>           |             |        | <b>\$3,255.00</b>  |
| 111000848       |                  |              | Animal shelter services          | \$3,255.00  | \$0.00 | \$3,255.00         |
| 001008539004100 |                  |              | Code Enforcement - Professiona   | \$3,255.00  |        |                    |
| <b>31631</b>    | <b>11-Apr-11</b> | <b>12004</b> | <b>CITY OF MARYSVILLE</b>        |             |        | <b>\$14,889.12</b> |
| 11-005          |                  |              | Court Citations Mar 2011         | \$14,417.55 | \$0.00 | \$14,417.55        |
| 001013512500001 |                  |              | Municipal Court Fees             | \$14,417.55 |        |                    |
| 5775            |                  |              | Prof services - Hwy 9            | \$471.57    | \$0.00 | \$471.57           |
| 001013519904100 |                  |              | General Government - Professio   | \$471.57    |        |                    |
| <b>31632</b>    | <b>11-Apr-11</b> | <b>13823</b> | <b>City Wide Fence Co Inc</b>    |             |        | <b>\$1,998.24</b>  |
| 26514           |                  |              | fence repair (retention vault)   | \$1,998.24  | \$0.00 | \$1,998.24         |
| 410016542404800 |                  |              | Storm Water - Repairs & Maint.   | \$1,998.24  |        |                    |
| <b>31633</b>    | <b>11-Apr-11</b> | <b>290</b>   | <b>Co-Op Supply</b>              |             |        | <b>\$58.58</b>     |
| 182253          |                  |              | Straw Bale                       | \$58.58     | \$0.00 | \$58.58            |
| 410016542404800 |                  |              | Storm Water - Repairs & Maint.   | \$58.58     |        |                    |
| <b>31634</b>    | <b>11-Apr-11</b> | <b>13030</b> | <b>COMCAST</b>                   |             |        | <b>\$64.90</b>     |
| 03/11 0630988   |                  |              | Communications                   | \$64.90     | \$0.00 | \$64.90            |
| 001008521004200 |                  |              | Law Enforcement - Communicatio   | \$64.90     |        |                    |
| <b>31635</b>    | <b>11-Apr-11</b> | <b>13030</b> | <b>COMCAST</b>                   |             |        | <b>\$64.90</b>     |
| 03/11 0692756   |                  |              | Internet svcs - satelite station | \$64.90     | \$0.00 | \$64.90            |
| 001008521004200 |                  |              | Law Enforcement - Communicatio   | \$64.90     |        |                    |
| <b>31636</b>    | <b>11-Apr-11</b> | <b>13757</b> | <b>Comdata Corporation</b>       |             |        | <b>\$13,336.97</b> |
| 20139412        |                  |              | Fuel                             | \$10,072.29 | \$0.00 | \$10,072.29        |
| 001008521003200 |                  |              | Law Enforcement - Fuel           | \$10,072.29 |        |                    |
| 20139413        |                  |              | Fuel                             | \$3,264.68  | \$0.00 | \$3,264.68         |

# Detail Check Register

07-Apr-11

Lake Stevens

| Check No           | Check Date       | VendorNo     | Vendor                             | Check Amount |                 |
|--------------------|------------------|--------------|------------------------------------|--------------|-----------------|
| 001003518104300    |                  |              | IT Dept-Travel & Mtgs              | \$55.61      |                 |
| 001007559003101    |                  |              | Building Department - Operatin     | \$108.30     |                 |
| 101016542003200    |                  |              | Street Fund - Fuel                 | \$3,100.77   |                 |
| <b>31637</b>       | <b>11-Apr-11</b> | <b>91</b>    | <b>Corporate Office Supply</b>     |              | <b>\$475.21</b> |
| 115410i            |                  |              | Supplies                           | \$5.18       | \$0.00          |
| 001013519903100    |                  |              | General Government - Operating     | \$5.18       |                 |
| 115423i            |                  |              | Planning Department Office Supplie | \$62.90      | \$0.00          |
| 001007558003100    |                  |              | Planning - Office Supplies         | \$62.90      |                 |
| 115691i            |                  |              | paper, office supplies             | \$407.13     | \$0.00          |
| 001008521003100    |                  |              | Law Enforcement - Office Suppl     | \$407.13     |                 |
| <b>31638</b>       | <b>11-Apr-11</b> | <b>9386</b>  | <b>Crystal and Sierra Springs</b>  |              | <b>\$94.37</b>  |
| 10156188 031711    |                  |              | Bottled water                      | \$94.37      | \$0.00          |
| 001008521003104    |                  |              | Law Enforcement-Operating Cost     | \$94.37      |                 |
| <b>31639</b>       | <b>11-Apr-11</b> | <b>359</b>   | <b>Cuz Concrete Products, Inc.</b> |              | <b>\$765.63</b> |
| 195533             |                  |              | frame and grates                   | \$765.63     | \$0.00          |
| 410016542404800    |                  |              | Storm Water - Repairs & Maint.     | \$765.63     |                 |
| <b>31640</b>       | <b>11-Apr-11</b> | <b>13495</b> | <b>DAHL Electric Inc</b>           |              | <b>\$158.75</b> |
| 15514              |                  |              | Electrical repair                  | \$158.75     | \$0.00          |
| 001013519904800    |                  |              | General Government - Repair/Ma     | \$158.75     |                 |
| <b>31641</b>       | <b>11-Apr-11</b> | <b>13545</b> | <b>DataQuest LLC</b>               |              | <b>\$130.50</b> |
| CILKSTEVENS2011033 |                  |              | Background checks                  | \$130.50     | \$0.00          |
| 001003516104100    |                  |              | Human Resources-Professional S     | \$130.50     |                 |
| <b>31642</b>       | <b>11-Apr-11</b> | <b>12369</b> | <b>DELL MARKETING L.P.</b>         |              | <b>\$175.91</b> |
| XF8974MN6          |                  |              | MDC Power supplies                 | \$175.91     | \$0.00          |
| 001008521004800    |                  |              | Law Enforcement - Repair & Mai     | \$175.91     |                 |
| <b>31643</b>       | <b>11-Apr-11</b> | <b>12380</b> | <b>DEPARTMENT OF LICENSING</b>     |              | <b>\$80.00</b>  |
| 040811             |                  |              | Request for driving records        | \$80.00      | \$0.00          |
| 101016542004100    |                  |              | Street Fund - Professional Ser     | \$80.00      |                 |
| <b>31644</b>       | <b>11-Apr-11</b> | <b>13027</b> | <b>DEPARTMENT OF LICENSING</b>     |              | <b>\$18.00</b>  |
| 949363-396         |                  |              | Weapons Permits                    | \$18.00      | \$0.00          |
| 633008586000000    |                  |              | Gun Permit - State Remittance      | \$18.00      |                 |

# Detail Check Register

07-Apr-11

Lake Stevens

| Check No             | Check Date       | VendorNo                         | Vendor                              | Check Amount |                   |
|----------------------|------------------|----------------------------------|-------------------------------------|--------------|-------------------|
| <b>31645</b>         | <b>11-Apr-11</b> | <b>13027</b>                     | <b>DEPARTMENT OF LICENSING</b>      |              | <b>\$237.00</b>   |
| 949405-949432        |                  | Weapons permits                  |                                     | \$237.00     | \$0.00            |
| 633008586000000      |                  | Gun Permit - State Remittance    |                                     | \$237.00     |                   |
| <b>31646</b>         | <b>11-Apr-11</b> | <b>13027</b>                     | <b>DEPARTMENT OF LICENSING</b>      |              | <b>\$54.00</b>    |
| 949421-25,964201     |                  | Weapons permit                   |                                     | \$54.00      | \$0.00            |
| 633008586000000      |                  | Gun Permit - State Remittance    |                                     | \$54.00      |                   |
| <b>31647</b>         | <b>11-Apr-11</b> | <b>456</b>                       | <b>Dunlap Industrial Hardware</b>   |              | <b>\$93.64</b>    |
| 1257047-01           |                  | Rubber boots                     |                                     | \$93.64      | \$0.00            |
| 410016542402600      |                  | Storm Water-Clothing             |                                     | \$93.64      |                   |
| <b>31648</b>         | <b>11-Apr-11</b> | <b>473</b>                       | <b>Electronic Business Machines</b> |              | <b>\$184.20</b>   |
| 063785               |                  | copier maint                     |                                     | \$149.15     | \$0.00            |
| 001008521004800      |                  | Law Enforcement - Repair & Mai   |                                     | \$149.15     |                   |
| 064110               |                  | copier maint                     |                                     | \$35.05      | \$0.00            |
| 001013519904800      |                  | General Government - Repair/Ma   |                                     | \$35.05      |                   |
| <b>31649</b>         | <b>11-Apr-11</b> | <b>13468</b>                     | <b>Feldman &amp; Lee</b>            |              | <b>\$5,250.00</b> |
| 03/2011              |                  | Public Defender svcs             |                                     | \$5,250.00   | \$0.00            |
| 001013512800000      |                  | Court Appointed Attorney Fees    |                                     | \$5,250.00   |                   |
| <b>31650</b>         | <b>11-Apr-11</b> | <b>13729</b>                     | <b>Firstline Communications</b>     |              | <b>\$185.71</b>   |
| 123634               |                  | 48VDC ETNT Power Adapters        |                                     | \$185.71     | \$0.00            |
| 001013519904800      |                  | General Government - Repair/Ma   |                                     | \$185.71     |                   |
| <b>31651</b>         | <b>11-Apr-11</b> | <b>549</b>                       | <b>Foster Press</b>                 |              | <b>\$102.11</b>   |
| 27437                |                  | 2011 Budget Documents            |                                     | \$102.11     | \$0.00            |
| 001004514234900      |                  | Finance - Miscellaneous          |                                     | \$102.11     |                   |
| <b>31652</b>         | <b>11-Apr-11</b> | <b>13832</b>                     | <b>Frank Cook</b>                   |              | <b>\$26.00</b>    |
| 119056               |                  | Refund overpayment of infraction |                                     | \$26.00      | \$0.00            |
| 001013589000000      |                  | Refunds                          |                                     | \$26.00      |                   |
| <b>31653</b>         | <b>11-Apr-11</b> | <b>13764</b>                     | <b>Frontier</b>                     |              | <b>\$56.24</b>    |
| 03/19 03027810665598 |                  | Communication                    |                                     | \$56.24      | \$0.00            |
| 001008521004200      |                  | Law Enforcement - Communicatio   |                                     | \$56.24      |                   |
| <b>31654</b>         | <b>11-Apr-11</b> | <b>13500</b>                     | <b>HB Jaeger Co LLC</b>             |              | <b>\$91.17</b>    |
| 454799               |                  | Strom drain repair               |                                     | \$91.17      | \$0.00            |

# Detail Check Register

07-Apr-11

Lake Stevens

| Check No        | Check Date       | VendorNo     | Vendor                                  | Check Amount |                   |
|-----------------|------------------|--------------|---|--------------|-------------------|
| 410016542404800 |                  |              | Storm Water - Repairs & Maint.          | \$91.17      |                   |
| <b>31655</b>    | <b>11-Apr-11</b> | <b>13327</b> | <b>Jennifer Anderson</b>                |              | <b>\$360.00</b>   |
| 4/1-4/29/11     |                  |              | Dep Care Reimb                          | \$360.00     | \$0.00            |
| 001000281000000 |                  |              | Payroll Liabilities                     | \$360.00     |                   |
| <b>31656</b>    | <b>11-Apr-11</b> | <b>852</b>   | <b>Lake Stevens Journal</b>             |              | <b>\$147.40</b>   |
| 74550           |                  |              | Advertising legal                       | \$73.70      | \$0.00            |
| 001007558004400 |                  |              | Planning - Advertising                  | \$73.70      |                   |
| 74586           |                  |              | Advertising legal                       | \$73.70      | \$0.00            |
| 001007558004400 |                  |              | Planning - Advertising                  | \$73.70      |                   |
| <b>31657</b>    | <b>11-Apr-11</b> | <b>12751</b> | <b>LAKE STEVENS POLICE GUILD</b>        |              | <b>\$850.00</b>   |
| 04/01/11        |                  |              | Union dues                              | \$850.00     | \$0.00            |
| 001000281000000 |                  |              | Payroll Liabilities                     | \$850.00     |                   |
| <b>31658</b>    | <b>11-Apr-11</b> | <b>860</b>   | <b>Lake Stevens Sewer District</b>      |              | <b>\$653.40</b>   |
| 3/11            |                  |              | Sewer                                   | \$653.40     | \$0.00            |
| 001008521004700 |                  |              | Law Enforcement - Utilities             | \$72.60      |                   |
| 001010576804700 |                  |              | Parks - Utilities                       | \$145.20     |                   |
| 001012572504700 |                  |              | Library - Utilities                     | \$72.60      |                   |
| 001013519904700 |                  |              | General Government - Utilities          | \$290.40     |                   |
| 101016542004700 |                  |              | Street Fund - Utilities                 | \$36.30      |                   |
| 410016542404700 |                  |              | Storm Water-Aerat. Utilities            | \$36.30      |                   |
| <b>31659</b>    | <b>11-Apr-11</b> | <b>12841</b> | <b>Law Offices of Weed, Graafstra</b>   |              | <b>\$6,498.62</b> |
| 87              |                  |              | Professional Services                   | \$6,498.62   | \$0.00            |
| 001005515204100 |                  |              | Legal - Professional Service            | \$3,899.17   |                   |
| 101016542004100 |                  |              | Street Fund - Professional Ser          | \$1,949.59   |                   |
| 410016542404101 |                  |              | Storm Water - Professional Ser          | \$649.86     |                   |
| <b>31660</b>    | <b>11-Apr-11</b> | <b>13755</b> | <b>LMN Architects</b>                   |              | <b>\$4,999.18</b> |
| 50956           |                  |              | Professional services                   | \$4,999.18   | \$0.00            |
| 001007558804111 |                  |              | Planning-Economic Development           | \$4,999.18   |                   |
| <b>31661</b>    | <b>11-Apr-11</b> | <b>12215</b> | <b>LOWES COMPANIES</b>                  |              | <b>\$56.30</b>    |
| 911508          |                  |              | Window repair                           | \$56.30      | \$0.00            |
| 001012572504800 |                  |              | Library - Repair & Maint.               | \$56.30      |                   |
| <b>31662</b>    | <b>11-Apr-11</b> | <b>13774</b> | <b>Maltby Container &amp; Recycling</b> |              | <b>\$757.00</b>   |
| 18899           |                  |              | Dump fees                               | \$273.50     | \$0.00            |

# Detail Check Register

07-Apr-11

Lake Stevens

| Check No        | Check Date       | VendorNo     | Vendor                                | Check Amount |                    |
|-----------------|------------------|--------------|---------------------------------------|--------------|--------------------|
| 101016542004800 |                  |              | Street Fund - Repair & Mainten        | \$273.50     |                    |
| 19071           |                  |              | Dump Fee                              | \$483.50     | \$0.00 \$483.50    |
| 101016542004800 |                  |              | Street Fund - Repair & Mainten        | \$483.50     |                    |
| <b>31663</b>    | <b>11-Apr-11</b> | <b>13600</b> | <b>Modern Marketing Dept 5343</b>     |              | <b>\$1,021.64</b>  |
| MMI080336       |                  |              | bullying bookmarks for community e    | \$257.99     | \$0.00 \$257.99    |
| 001008521003100 |                  |              | Law Enforcement - Office Suppl        | \$257.99     |                    |
| MMI080456       |                  |              | rulers for community events           | \$455.55     | \$0.00 \$455.55    |
| 001008521003100 |                  |              | Law Enforcement - Office Suppl        | \$455.55     |                    |
| MMI080489       |                  |              | pencils for community events          | \$308.10     | \$0.00 \$308.10    |
| 001008521003100 |                  |              | Law Enforcement - Office Suppl        | \$308.10     |                    |
| <b>31664</b>    | <b>11-Apr-11</b> | <b>13309</b> | <b>North West Instrument Services</b> |              | <b>\$195.48</b>    |
| 11198           |                  |              | Calibration of scales                 | \$195.48     | \$0.00 \$195.48    |
| 001008521004800 |                  |              | Law Enforcement - Repair & Mai        | \$195.48     |                    |
| <b>31665</b>    | <b>11-Apr-11</b> | <b>1091</b>  | <b>Office Of The State Treasurer</b>  |              | <b>\$26,783.42</b> |
| 03/2011         |                  |              | Mar 2011 State Court Fees             | \$26,783.42  | \$0.00 \$26,783.42 |
| 633008559005100 |                  |              | Building Department - State Bl        | \$72.00      |                    |
| 633008589000003 |                  |              | Public Safety And Ed. (1986 As        | \$12,282.33  |                    |
| 633008589000004 |                  |              | Public Safety And Education           | \$7,815.34   |                    |
| 633008589000005 |                  |              | Judicial Information System-Ci        | \$3,221.98   |                    |
| 633008589000007 |                  |              | Crime Laboratory Analysis Fee         | \$147.66     |                    |
| 633008589000008 |                  |              | Trauma Care                           | \$1,224.95   |                    |
| 633008589000009 |                  |              | school zone safety                    | \$391.88     |                    |
| 633008589000010 |                  |              | Public Safety Ed #3                   | \$212.57     |                    |
| 633008589000011 |                  |              | Auto Theft Prevention                 | \$1,414.71   |                    |
| <b>31666</b>    | <b>11-Apr-11</b> | <b>13825</b> | <b>Raymond F Sturtz</b>               |              | <b>\$2,184.00</b>  |
| LS2011-002      |                  |              | Planning svcs March 2011              | \$2,184.00   | \$0.00 \$2,184.00  |
| 001007558004100 |                  |              | Planning - Professional Servic        | \$2,184.00   |                    |
| <b>31667</b>    | <b>11-Apr-11</b> | <b>1382</b>  | <b>Snohomish County Public Works</b>  |              | <b>\$321.56</b>    |
| I000269240      |                  |              | Traffic signal repair                 | \$321.56     | \$0.00 \$321.56    |
| 101016542004800 |                  |              | Street Fund - Repair & Mainten        | \$321.56     |                    |
| <b>31668</b>    | <b>11-Apr-11</b> | <b>12961</b> | <b>SNOHOMISH COUNTY PUD</b>           |              | <b>\$1,552.00</b>  |
| 113667066       |                  |              | Utilities - Electric                  | \$150.99     | \$0.00 \$150.99    |

# Detail Check Register

07-Apr-11

Lake Stevens

| Check No        | Check Date       | VendorNo     | Vendor                            | Check Amount |                 |
|-----------------|------------------|--------------|-----------------------------------|--------------|-----------------|
| 410016542404700 |                  |              | Storm Water-Aerat. Utilities      | \$150.99     |                 |
| 1300271505      |                  |              | Utilities - Electric              | \$168.88     | \$0.00          |
| 101016542630000 |                  |              | Street Fund - Street Lighting     | \$168.88     |                 |
| 130270575       |                  |              | Utilities - Electric              | \$173.06     | \$0.00          |
| 001008521004700 |                  |              | Law Enforcement - Utilities       | \$173.06     |                 |
| 130271504       |                  |              | Utilities - Electric              | \$132.46     | \$0.00          |
| 101016542630000 |                  |              | Street Fund - Street Lighting     | \$132.46     |                 |
| 133578898       |                  |              | Utilities - Electric              | \$88.38      | \$0.00          |
| 101016542630000 |                  |              | Street Fund - Street Lighting     | \$88.38      |                 |
| 136815753       |                  |              | Utilities - Electric              | \$190.33     | \$0.00          |
| 101016542630000 |                  |              | Street Fund - Street Lighting     | \$190.33     |                 |
| 136816291       |                  |              | Utilities - Electric              | \$47.71      | \$0.00          |
| 001010576804700 |                  |              | Parks - Utilities                 | \$15.90      |                 |
| 101016542004700 |                  |              | Street Fund - Utilities           | \$15.90      |                 |
| 410016542404701 |                  |              | Storm Water Utilities             | \$15.91      |                 |
| 143459937       |                  |              | Utilities - Electric              | \$600.19     | \$0.00          |
| 001010576804700 |                  |              | Parks - Utilities                 | \$600.19     |                 |
| <b>31669</b>    | <b>11-Apr-11</b> | <b>12961</b> | <b>SNOHOMISH COUNTY PUD</b>       |              | <b>\$245.36</b> |
| 146781417       |                  |              | Utilities - Electric              | \$72.14      | \$0.00          |
| 410016542404700 |                  |              | Storm Water-Aerat. Utilities      | \$72.14      |                 |
| 150101005       |                  |              | Utilities - Electric              | \$173.22     | \$0.00          |
| 101016542630000 |                  |              | Street Fund - Street Lighting     | \$173.22     |                 |
| <b>31670</b>    | <b>11-Apr-11</b> | <b>1388</b>  | <b>Snohomish County Treasurer</b> |              | <b>\$486.69</b> |
| 03/2011         |                  |              | Mar 2011 Crime Victims Compensat  | \$486.69     | \$0.00          |
| 633008589000001 |                  |              | Crime Victims Compensation        | \$486.69     |                 |
| <b>31671</b>    | <b>11-Apr-11</b> | <b>12495</b> | <b>SOUND TRACTOR COMPANY</b>      |              | <b>\$7.01</b>   |
| IN80814         |                  |              | Oil drain plug - Kubota           | \$7.01       | \$0.00          |
| 101016542004800 |                  |              | Street Fund - Repair & Mainten    | \$7.01       |                 |
| <b>31672</b>    | <b>11-Apr-11</b> | <b>11787</b> | <b>Teamsters Local No. 763</b>    |              | <b>\$565.00</b> |
| 03/2011         |                  |              | Union dues                        | \$565.00     | \$0.00          |

# Detail Check Register

07-Apr-11

Lake Stevens

| Check No        | Check Date       | VendorNo     | Vendor                             | Check Amount |                   |
|-----------------|------------------|--------------|------------------------------------|--------------|-------------------|
| 001000281000000 |                  |              | Payroll Liabilities                | \$565.00     |                   |
| <b>31673</b>    | <b>11-Apr-11</b> | <b>1491</b>  | <b>The Everett Herald</b>          |              | <b>\$161.00</b>   |
| 1730588         |                  |              | Advertising legal                  | \$161.00     | \$0.00            |
| 001007558004400 |                  |              | Planning - Advertising             | \$161.00     |                   |
| <b>31674</b>    | <b>11-Apr-11</b> | <b>13247</b> | <b>The S Morris Co</b>             |              | <b>\$84.00</b>    |
| 2584            |                  |              | Dead animal pick up                | \$84.00      | \$0.00            |
| 101016542004100 |                  |              | Street Fund - Professional Ser     | \$84.00      |                   |
| <b>31675</b>    | <b>11-Apr-11</b> | <b>11788</b> | <b>United Way of Snohomish Co.</b> |              | <b>\$317.68</b>   |
| 03/11           |                  |              | Employee Contributions             | \$317.68     | \$0.00            |
| 001000281000000 |                  |              | Payroll Liabilities                | \$317.68     |                   |
| <b>31676</b>    | <b>11-Apr-11</b> | <b>13045</b> | <b>UPS</b>                         |              | <b>\$17.41</b>    |
| 74Y42121        |                  |              | Evidence shipping                  | \$17.41      | \$0.00            |
| 001008521004200 |                  |              | Law Enforcement - Communicatio     | \$17.41      |                   |
| <b>31677</b>    | <b>11-Apr-11</b> | <b>12158</b> | <b>VERIZON NORTHWEST</b>           |              | <b>\$1,849.41</b> |
| 03/23           |                  |              | Communications                     | \$1,849.41   | \$0.00            |
| 001003511104200 |                  |              | Executive - Communication          | \$57.83      |                   |
| 001003513104200 |                  |              | Administration-Communications      | \$58.10      |                   |
| 001003514104200 |                  |              | City Clerks-Communications         | \$34.74      |                   |
| 001003516104200 |                  |              | Human Resources-Communications     | \$57.53      |                   |
| 001003518104200 |                  |              | IT Dept-Communications             | \$115.06     |                   |
| 001007558004200 |                  |              | Planning - Communication           | \$115.06     |                   |
| 001008521004200 |                  |              | Law Enforcement - Communicatio     | \$812.87     |                   |
| 001010576804200 |                  |              | Parks - Communication              | \$199.41     |                   |
| 101016542004200 |                  |              | Street Fund - Communications       | \$199.41     |                   |
| 410016542404200 |                  |              | Storm Water - Communications       | \$199.40     |                   |
| <b>31678</b>    | <b>11-Apr-11</b> | <b>1579</b>  | <b>VILLAGE ACE HARDWARE</b>        |              | <b>\$2,125.11</b> |
| 03/2011         |                  |              | Tools/supplies                     | \$2,125.11   | \$0.00            |
| 001007558003200 |                  |              | Planning-Operating Costs           | \$24.91      |                   |
| 001008521004800 |                  |              | Law Enforcement - Repair & Mai     | \$76.52      |                   |
| 001010576804803 |                  |              | Parks-Lundeen-Repair & Maint       | \$278.46     |                   |
| 001012572504800 |                  |              | Library - Repair & Maint.          | \$42.41      |                   |
| 001013555504800 |                  |              | Community Center - Repair & M      | \$35.81      |                   |
| 101016542003102 |                  |              | Street Fund Operating Costs        | \$50.89      |                   |
| 101016542004800 |                  |              | Street Fund - Repair & Mainten     | \$37.94      |                   |
| 101016542640000 |                  |              | Street Fund - Traffic Control      | \$22.80      |                   |
| 101016543504802 |                  |              | Facilities R&M (City Shop)         | \$1,461.06   |                   |
| 410016542403102 |                  |              | Storm Water - Operating Costs      | \$94.31      |                   |

## Detail Check Register

07-Apr-11

Lake Stevens

| Check No                | Check Date       | VendorNo                             | Vendor                                | Check Amount |                     |
|-------------------------|------------------|--------------------------------------|---------------------------------------|--------------|---------------------|
| <b>31679</b>            | <b>11-Apr-11</b> | <b>13055</b>                         | <b>Washington St. Dept of Printin</b> |              | <b>\$248.39</b>     |
| 45495                   |                  | ref. RO 3519-printing of business ca |                                       | \$248.39     | \$0.00              |
| 001008521003100         |                  | Law Enforcement - Office Suppl       |                                       | \$248.39     |                     |
| <b>31680</b>            | <b>11-Apr-11</b> | <b>12845</b>                         | <b>ZACHOR &amp; THOMAS, INC. P.S.</b> |              | <b>\$7,166.25</b>   |
| 533                     |                  | Prosecutor services                  |                                       | \$7,166.25   | \$0.00              |
| 001013515210000         |                  | Prosecutor fees                      |                                       | \$7,166.25   |                     |
| <b>Total Of Checks:</b> |                  |                                      |                                       |              | <b>\$103,237.17</b> |



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CITY OF LAKE STEVENS  
REGULAR CITY COUNCIL MEETING MINUTES  
Monday, March 28, 2011  
Lake Stevens School District Educational Service Center (Admin. Bldg.)  
12309 22<sup>nd</sup> Street N.E. Lake Stevens

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

COUNCILMEMBERS PRESENT: Mark Somers, Kim Daughtry, Kathy Holder, Suzanne Quigley, Neal Dooley and John Spencer

COUNCILMEMBERS ABSENT: Marcus Tageant

STAFF MEMBERS PRESENT: Planning Director Becky Ableman, City Administrator Jan Berg, City Attorney Cheryl Beyer, Public Works Director/City Engineer Mick Monken, Finance Director/Treasurer Barb Lowe, Human Resource Director Steve Edin, Police Chief Randy Celori, and City Clerk/Admin. Asst. Norma Scott

OTHERS: Joell Coltrane

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**Excused absence.** Councilmember Holder moved to excuse Marcus Tageant, seconded by Councilmember Spencer; motion carried unanimously. (6-0-0-1)

**Guest Business.** Joell Coltrane, representing Volunteers of America, 2802 Broadway, discussed the mentoring program for children, partnered with DSHS for foster care, and is looking for mentors for children on the waiting list with several from the Lake Stevens area.

**Consent Agenda.** Councilmember Daughtry moved to approve the Consent Agenda (Approve March 2011 vouchers: Payroll Director Deposits 904008-904064 for \$119,701.32, Payroll Checks 31551-31553 for \$6,219.97, Claims 31554-31618 for \$81,796.42, Electronic Funds Transfers 311-314 for \$5,007.57, Void Checks 31481, 31478, 31300, 31527 for deduct of \$13,866.75), Tax Deposit 3-15-11 for \$43,705.86 for total vouchers approved of \$242,564.39), seconded by Councilmember Dooley; motion carried unanimously. (6-0-0-1)

**Relay for Life.** Mayor Little read the proclamation in full and presented it to the Relay for Life group.

**Approve revised minutes of February 28, 2011 regular meeting.** Councilmember Dooley moved to approve revised minutes of February 28, 2011, seconded by Councilmember Somers; motion carried with Councilmembers Spencer and Holder abstaining. (4-0-2-1)

**Approve minutes of March 14, 2011 regular meeting.** Councilmember Daughtry noted that on Page 2, first paragraph, the word "graded" should read "grated".

**MOTION:** Councilmember Somers moved to approve minutes of March 14, 2011 with noted change, seconded by Councilmember Holder; motion carried unanimously. (6-0-0-1)

**Approve contract award for overlay on 20<sup>th</sup> Street SE.** Public Works Director/Engineer Monken commented the westerly end of 20<sup>th</sup> Street has a section of roadway pavement, approximately 700 feet in length west of Cavelero Road that has extensive alligating. The method in this bid was for a structural overlay. Low bid was \$83,291 from Lakeside Industries. Repairs are tentatively scheduled for early May weather permitting and anticipate five days to complete the project. He is also requesting contingency funds of \$8,000 for City administrative costs.

**MOTION:** Councilmember Quigley moved to award the 20<sup>th</sup> Street SE Pavement Overlay to Lakeside Industries Inc. in an amount of \$83,291 and authorized an administrative contingency of \$8,000, seconded by Councilmember Somers; motion carried unanimously. (6-0-0-1)

**Approve second and final reading of Ordinance No. 852, budget amendment.** Finance Director/Treasurer Lowe noted there were no changes made to ordinance since the March 14 meeting. Ms. Lowe reviewed the budget amendments.

**MOTION:** Councilmember Spencer moved for adoption of Ordinance 852, amending Ordinance No. 841, seconded by Councilmember Dooley; motion carried unanimously. (6-0-0-1)

**Discuss Aquatic Weed Management Program.** Public Works Director/Engineer Monken reported the watermilfoil project is waiting for State approval and permit issuance, request for proposals and qualifications were advertised and bid award is set for April 25. The County has agreed to pay \$20,000. The City will receive up to a \$75,000 match from DOE but the funds cannot be used until after July 1, when the money is allocated by the State. The State funds may be jeopardized if we need to do the milfoil treatment earlier – depends upon when the maximum number of plants are in the full growth cycle. The treatment for the watermilfoil is by applying triclopyr.

Councilmember Quigley requested the advertisements be more simplified and clearer.

**SR9/204 traffic consultant.** Public Works Director/Engineer Monken noted the 2011 budget includes \$25,000 for funding the Lake Stevens Center transportation plan for a short term fix. Mr. Monken is recommending Gibson Traffic Consultant as a sub under LMN Architects for coordination with Department of Transportation on this project. This will require an amendment to LMN's contract.

**Council Person's Business:** Councilmembers reported on the following meetings: Holder – requested flashing lights at Lundeen Park crosswalk; Somers – attended Park Board last week; and Daughtry – attended Snohomish County Cities dinner last week and Youth Advisory this Thursday.

**Mayor's Business:** Mayor Little reported on the following meetings: North County Mayor's meeting today and Youth Advisory Thursday,

**Staff Reports:** Staff reported on the following: Planning Director Ableman – Park Board last week, PSRC took action to officially move the City into the larger City category; Finance Director/Treasurer Lowe – Ordinance to update telephone utility tax regulations will be heard at the next meeting; Public Works Director Monken – plan to pave basketball court at Lundeen Park next week and looking at our emergency plan and possible updates.

Lake Stevens City Council Regular Meeting Minutes

March 28, 2011

**Executive Session.** Mayor Little called for an executive session at 8:09 p.m. on collective bargaining with action to follow and after a brief recess the session will begin at 8:15 p.m. for 15 minutes. The executive session began at 8:15 p.m. and ended at 8:30 p.m.

**MOTION:** Councilmember Daughtry moved to approve Police Guild pending Guild acceptance and authorize Mayor to sign, seconded by Councilmember Holder; motion carried unanimously. (6-0-0-1)

**Adjourn.** The meeting adjourned at 8:31 p.m.

\_\_\_\_\_  
Vern Little, Mayor

\_\_\_\_\_  
Norma J. Scott, City Clerk/Admin. Asst.

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LAKE STEVENS CITY COUNCIL  
**STAFF REPORT**

**Council Agenda Date:** April 11, 2011

**Subject:** Artist Agreement with Debbi Rhodes for Roundabout Art

**Contact Person/Department:** Barb Lowe/ Finance Director

**Budget Impact:** Approved  
Budget Item

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

Authorize Mayor to sign Agreement for Commission of Public Artwork between the City of Lake Stevens and Ms. Debbi Rhodes.

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**SUMMARY/BACKGROUND:**

The commission of art is funded through appropriations for municipal construction projects. The total amount appropriated to municipal art through the construction of the roundabout at the intersection of Vernon Road and Lundeen Parkway is \$10,700. This roundabout will also be the site of the artwork commissioned by this Agreement. The Artist, Debbi Rhodes, was selected by the City through the Arts Commission.

The Artist will perform all services and furnish all supplies, material and/or equipment as necessary for the design and fabrication of the Artwork. In addition, the Artist will arrange for the transportation and delivery of the Artwork in consultation with the City.

The City will prepare the site for delivery and construct a foundation for the Artwork. The City is responsible for all expenses, labor and equipment to prepare the Site for the timely delivery and is responsible for the installation of the Artwork. Upon delivery and acceptance, the City is also responsible for the proper care and maintenance of the Artwork as recommended by the Artist.

The City has recommended that the Artist register a copyright for the Artwork in her name in order to protect against theft of the image or concept; the Artist has opted not to do this. This will not affect the City's license to make reproductions of the Artwork for non-commercial purposes.

The Artist has also requested the City waive the insurance requirements for the commission of art. Although our risk increases without the insurance requirement, the Agreement does contain hold harmless/indemnity clauses that reduce the City's liability should property damage, personal injury, or death occur as a result of the art or artist. We have removed the insurance requirement from the Agreement as we believe the risk of a claim or loss is relatively low for this type of activity, but the final decision of whether to approve the Agreement without it, belongs to the City Council.

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**APPLICABLE CITY POLICIES:**

LSMC 3.38 Municipal Arts Fund

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**BUDGET IMPACT:**

This is a budgeted item in the Municipal Art Fund 112.

Artist budget \$7,602 - Monument  
City budget \$2,257 – Foundation & Installation

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**ATTACHMENTS:**

- ▶ Exhibit A: Agreement for Commission of Public Artwork
- ▶ Exhibit B: Artist Documents (Description of Proposed Monument; Drawing; Estimated Timeline for Proposed Monument and Approximate Budget for Proposed Monuments)
- ▶ Exhibit C: Installation Approximate Budget

**AGREEMENT FOR COMMISSION OF PUBLIC ARTWORK  
City of Lake Stevens and Ms. Debbi Rhodes**

**THIS AGREEMENT**, hereinafter the “Agreement,” is entered into this \_\_\_ day of April, 2011 by and between the City of Lake Stevens, hereinafter the “City,” and Ms. Debbi Rhodes, hereinafter the “Artist”.

**WHEREAS**, the City has implemented the Arts Commission pursuant to Lake Stevens Municipal Code Chapter 2.29 and an authorized Municipal Arts Fund pursuant to Lake Stevens Municipal Code Chapter 3.38 for the establishment artistic expression in the community; and

**WHEREAS**, authority lies with the City to make payments for the acquisition, design execution, fabrication, transportation, and/or installation of artworks, including payments for the support of an artist selection process, design, execution and/or placement of Art; and

**WHEREAS**, the Artist is a recognized artist whose work and reputation make the Artist uniquely qualified to create the Artwork; and

**WHEREAS**, the Artist was selected by the City through the Arts Commission adopted by the City to support the importance of artistic expression in the community as described in Exhibit 1 in a public space located at the intersection of Vernon Road and Lundeen Parkway, hereinafter the “Site”; and

**WHEREAS**, the Artist and City wish to undertake the obligations expressed herein;

**NOW THEREFORE**, in consideration of the above-stated premises and subject to the conditions set forth, the parties agree as follows:

**Article 1      Scope of Services**

**1.1      Artist’s Obligations**

a.      The Artist shall perform all services and furnish all supplies, material and/or equipment as necessary for the design and fabrication of the Artwork in accordance with the specified schedule. Services shall be performed in a professional manner and in strict compliance with all terms and conditions in this Agreement.

b.      The Artist shall determine the artistic expression, design, dimensions and materials of the Artwork, subject to review and acceptance by the City as set forth in this Agreement.

c.      The Artist shall prepare the design concept and the corresponding budget described in Section 1.3 of this Agreement. The design concept shall include a description of all materials and products utilized in the Artwork and required routine care and upkeep involved.

d.      Artist shall attend public information meetings, attend design and construction

coordination meetings with the City as appropriate, to communicate about the Artwork and to ensure appropriate integration and/or installation of the Artwork.

e. The Artist shall complete the fabrication of the Artwork by the scheduled delivery date as provided in Section 1.4(b)(i) of this Agreement.

f. The Artist shall secure any and all required licenses, permits and similar legal authorizations at the Artist's expense as may be necessary for the transportation and delivery of the Artwork to the Site.

g. The Artist shall arrange the transportation and delivery of the Artwork in consultation with the City.

h. Artist shall provide a list of subcontractors along with a copy of the agreement between the Artist and each subcontractor.

i. Artist shall recommend maintenance with a description of all materials and products utilized in the Artwork and the required care and upkeep involved.

j. Artist shall provide photographic documentation of the Artwork.

k. Artist shall be available with reasonable advance notice for meetings, ceremonies and the like, as necessary.

## **1.2 City's Obligations**

a. The City shall perform all obligations in strict compliance with all terms and conditions in this Agreement.

b. The City shall be responsible for providing the Artist, at no expense to the Artist, copies of existing designs, drawings, reports, list of required permits, and other existing relevant data, if any, which is needed by the Artist in order to perform.

c. The City shall be responsible for compliance with all applicable laws and regulations, including but not limited to zoning or environmental regulations, and shall explain any limitations imposed by such laws and/or regulations to the Artist.

d. The City shall prepare the Site in accordance with the specifications detailed in the approved Design concept in Section 1.3 of this Agreement. The City shall be responsible for all expenses, labor and equipment to prepare the Site for the timely delivery and shall be responsible for the installation of the Artwork. The City shall complete the Site preparations by the scheduled delivery date as provided in Section 1.4(b)(i) of this Agreement or shall contact the Artist in writing informing her of any delays.

e. The City may provide and install a plaque on or near the Artwork containing a credit to the Artist.

f. The City shall not permit any use of the Artist's name or misuse of the Artwork which would reflect discredit on the Artist's reputation as an artist or which would violate the spirit of the Artwork, should such use or misuse be within the City's control.

g. The City shall be responsible for leading the Artist through the required review process. The City shall be responsible for organizing and scheduling meetings with review entities and for providing the Artist written instructions for the materials required at such meetings.

h. The City shall pay the Artist a fixed fee of \$7,602.00, which shall constitute full and complete compensation for all the services performed and materials furnished by the Artist under this Agreement. Payment shall be made in accordance with the payment schedule as set forth in Exhibit 3.

### **1.3 Design**

#### **a. Concept/Schematic**

The Artist submitted a design concept/schematic (the "Design") with an accompanying budget, to design and fabricate an Artwork suitable for the current project. This Design was selected and approved by the City through the Arts Commission. The Design and Budget shall be attached to this Agreement as Exhibit 1 and Exhibit 2 respectively.

#### **b. Approval**

i. Within seven (7) business days after the execution of this Agreement, the City shall notify the Artist if it requires any revisions to the Design in order to comply with any applicable laws, ordinances and/or regulations or for other reasons including, but not limited to, ensuring the physical integrity of the Artwork or its installation at the Site. If agreed upon by both parties, such revisions will become a part of the Design.

ii. Once the City has approved the Design, the City will schedule the presentation of the Design to the Arts Commission. If the approving body requires any revisions to the Design, the City will submit those in writing to the Artist. The Artist will have thirty (30) calendar days to comply with such revisions. If agreed upon by both parties, such revisions will become a part of the Design.

#### **c. Final/Construction Documents**

The Artist shall prepare structural drawings detailing physical features of the construction of the Artwork and its integration with the Site. These drawings shall indicate any risks involved in the construction, integration and maintenance of the Artwork, as well as any third party subcontractors needed to work on the project.

### **1.4 Budget, Payment Schedule, Construction Schedule and Progress Reports**

#### **a. Budget**

i. The Artist shall prepare a budget, which shall include all goods, services and

materials, with such costs itemized. The budget shall be attached to this Agreement as Exhibit 2.

ii. Calculation of the budget will take into consideration the possible inflation of service and material costs between the date of execution of this Agreement and the anticipated completion date.

iii. The Artist shall keep a log of the Artist's project hours and shall retain all original receipts pertaining directly to the project.

iv. If the Artist incurs costs in excess of the amount listed in the budget, the Artist shall pay such excess from the Artist's own funds unless the Artist previously obtained approval for such costs from the City.

**b. Schedule**

i. The Artist shall notify the City of the tentative schedule for the fabrication and delivery of the Artwork, including a schedule for the submission of progress reports and inspections if any. The Schedule may be amended by written agreement.

ii. A schedule for the payment of budget installments is attached to this Agreement as Exhibit 3.

**1.5 Fabrication Stage**

a. The Artist shall fabricate the Artwork in substantial conformity with the Design. The Artist may not deviate from the approved Design without written approval of the City.

b. The Artist shall take reasonable measures to protect or preserve the integrity of the Artwork such as the application of protective or anti-graffiti coatings, if applicable, unless the City disapproves. Prior to requesting authorization to transport the Artwork, the Artist shall be required to provide the City with a list of all workers or subcontractors and equipment to be used.

c. The City shall have the right to review the Artwork at reasonable times during the fabrication thereof upon reasonable notice.

d. If the City, upon review of the Artwork, determines that the Artwork does not conform to the Design or Revised Design, the City reserves the right to notify the Artist in writing of the deficiencies and that the City intends to withhold the next budget installment.

e. The Artist will promptly cure the City objections and will notify the City in writing of completion of the cure. The City shall promptly review the Artwork, and upon approval shall release the next budget installment. If the Artist disputes the City's determination that the Artwork does not conform, the Artist shall promptly submit reasons in writing to the City within seven (7) business days of the City's prior notification to the contrary. The City shall make reasonable efforts to resolve the dispute with the Artist in good faith. However, final determination as to whether the Artist has complied with the terms of this Agreement shall remain with the City.

f. The Artist shall notify the City in writing when fabrication of the Artwork has been completed, and that the Artwork is ready for delivery to the Site if the Artwork was fabricated off-site.

g. The City shall inspect the Artwork within 3 business days after receiving notification pursuant to paragraph (f), prior to delivery, to determine that the Artwork conforms to the Design and to give final approval of the Artwork. The City shall not unreasonably withhold final approval of the fabricated Artwork. In the event that the City does withhold final approval, the City shall submit the reasons for such disapproval in writing within seven (7) business days of examining the fabricated Artwork. The Artist shall then have thirty (30) calendar days from the date of the City's notice of the disapproval to make the necessary adjustments to the fabricated Artwork in accordance with such writing. The Artist shall not be penalized for any delay in the delivery of the Artwork to the Site unless the Artist has willfully and substantially deviated from the Design without the prior approval of the City. The Artist shall then be held responsible for any expenses incurred in correcting such deviation.

h. The City shall promptly notify the Artist of any delays impacting delivery of the Artwork. Any additional storage fees incurred as a result of such delays are the responsibility of the City. The Artist shall be required to inspect the Site prior to the transportation and delivery of the Artwork and shall notify the City of any adverse Site conditions that will impact the installation of the Artwork which are in need of correction.

## **1.6 Changes to Design**

a. Prior to the execution of any change in the approved Design, Artist shall present proposed changes in writing to the City for further review and approval. The Artist must provide a detailed description of any significant changes in the artistic expression, design, dimensions and materials of the Artwork that is not permitted by nor in substantial conformity with the already approved Design. Such notice will also include a detailed description of any additional costs that may be incurred or changes in the budget. Any significant change is any change which materially affects installation, scheduling, site preparation or maintenance of the Artwork or the concept of the Artwork as represented in the Design.

b. If the City approves the changes, the City shall promptly notify the Artist in writing.

c. If the City disapproves of the changes, the City shall promptly notify the Artist in writing and the Artist shall continue to fabricate the Artwork in substantial conformity with the Design.

d. The Artist's fee shall be equitably adjusted for any increase or decrease in the Artist's cost of, or time required for, performance of any services under this Agreement as a result of revisions made to the Design under Section 1.6(a). Any claim of the Artist for adjustment under this paragraph must be asserted in writing within seven (7) business days after the date of the revision by the Artist

## **1.7 Delivery**

a. Upon the City's final approval of the fabricated Artwork, as being in conformity

with the Design, the Artist shall deliver completed Artwork to the Site in accordance with the schedule provided for in Section 1.4(b).

b. The Artist will coordinate closely with the City to ascertain that the Site is prepared to receive the Artwork. The Artist must notify City of any adverse conditions at the Site that would effect or impede the delivery of the Artwork. The Artist will confer and coordinate with the City to ensure timely coordination with the City's construction team.

c. Upon written acceptance of the delivery, the Artwork shall be deemed to be in the custody of the City for purposes of Article 4 and Article 6 of this Agreement.

d. Upon delivery of the Artwork, the City is responsible for the proper care and maintenance of the Artwork.

### **1.8 Approval and Acceptance**

a. The Artist shall notify the City in writing when all services as required of both Parties by this Agreement prior to this paragraph have been completed in substantial conformity with the Design.

b. The City shall promptly notify the Artist of its final acceptance of the Artwork within seven (7) business days after the Artist submitted written notice pursuant to paragraph (a) above. The effective date of final acceptance shall be the date the City submits written notice to the Artist of its final acceptance of the Artwork. The final acceptance shall be understood to mean that the City acknowledges completion of the Artwork in substantial conformity with the Design and that the City confirms that all services as required of both Parties by this Agreement prior to paragraph (c) of this section have been completed. Title to the Artwork passes upon final acceptance and final payment.

c. If the City disputes that all the services have been performed, the City shall notify the Artist in writing of those services the Artist has failed to perform within three (3) business days after the Artist submitted written notice pursuant to paragraph (a) above. The Artist shall promptly perform those services indicated by the City.

d. If the Artist disputes the City's determination that not all services have been performed, the Artist shall submit reasons in writing to the City within seven (7) business days of the City's prior notification to the contrary. The City shall make reasonable efforts to resolve the dispute with the Artist in good faith. However, final determination as to whether all services have been performed shall remain with the City.

e. Upon the resolution of any disputes that arise under paragraphs (c) and (d) of this section, the City shall notify the Artist of its final acceptance of the Artwork pursuant to paragraph (b).

f. After final acceptance of the Artwork the Artist shall be available at such time(s) as may be mutually agreed upon by the City and the Artist to attend any public meetings and

community outreach functions, as well as any inauguration or presentation ceremonies relating to the dedication of the Artwork.

i.. During such public presentations by the Artist, the Artist shall acknowledge the City's role in funding the Artwork.

ii. The City shall be solely responsible for coordinating public information materials and activities related to public presentations.

## **Article 2 Taxes**

Any applicable state or federal sales, use or excise taxes, or similar charges relating to the services and materials under this Agreement shall be paid by the Artist. As required, the City shall report payments made to the Artist on Internal Revenue Department in a 1099 statement. (Utilization of Natural Resources may apply.)

## **Article 3 Term of Agreement**

### **a. Duration**

This Agreement shall be effective on the date that this Agreement has been signed by both parties, and, unless terminated earlier pursuant to such provisions in the Agreement, shall extend until final acceptance by the City under Section 1.8(b), or submission of final payment to the Artist by the City under Exhibit 3, whichever is later. Extension of time of performance hereunder may be granted upon the request of one Party and the consent of the other thereto, which consent shall not be unreasonably withheld. Such extension shall be in writing, signed by both parties, and attached to the schedule under Section 1.4(b)(i) which is attached as Exhibit 3.

### **b. Force Majeure**

The City shall grant to the Artist a reasonable extension of time in the event that conditions beyond the Artists control render timely performance of the Artists services impossible or unduly burdensome. All such performance obligations shall be suspended for the duration of the condition. Both parties shall take all reasonable steps during the existence of the condition to assure performance of their contractual obligations when the condition no longer exists. Failure to fulfill contractual obligations due to conditions beyond either Party's reasonable control will not be considered a breach of contract, provided that such obligations shall be suspended only for the duration of such conditions.

## **Article 4 Risk of Loss**

The Artist shall bear the risk of loss or damage to the Artwork until the City's final acceptance of the Artwork under Section 1.8(b). The Artist shall take such measures as are reasonably necessary to protect the Artwork from loss or damage. The City shall bear the risk of loss or damage to the Artwork prior to final acceptance only if, during such time, the partially or wholly completed Artwork is in the custody, control or supervision of the City or its agent(s) for the purposes of transporting, storing, installing or performing other services to the Artwork.

## **Article 5 Artist's Representations and Warranties**

## **5.1 Warranties of Title**

The Artist represents and warrants that:

- a. The Artwork is solely the result of the artistic effort of the Artist;
- b. Except as otherwise disclosed in writing to the City, the Artwork is unique and original and does not infringe upon any copyright or the rights of any person;
- c. The Artwork (or duplicate thereof) has not been accepted for sale elsewhere;
- d. The Artist has not sold, assigned, transferred, licensed, granted, encumbered or utilized the Artwork or any element thereof or any copyright related thereto which may affect or impair the rights granted pursuant to this Agreement;
- e. The Artwork is free and clear of any liens from any sources whatsoever.
- f. All Artwork created or performed by the Artist under this Agreement, whether created by the Artist alone or in collaboration with others, shall be wholly original with the Artist and shall not infringe upon or violate the rights of any third party.
- g. The Artist has the full power to enter into and perform this Agreement and to make the grant of rights contained in this Agreement.
- h. All services performed hereunder shall be performed in accordance with all applicable laws, regulations, ordinances, etc. and with all necessary care, skill, and diligence.
- i. These representations and warranties shall survive the termination or other extinction of this Agreement.

## **5.2 Warranties of Quality and Condition**

- a. The Artist represents and warrants that all work shall be performed in accordance with professional "workmanlike" standards and free from defective or inferior materials and workmanship (including any defects consisting of "inherent vice," or qualities that cause or accelerate deterioration of the Artwork) for one year after the date of final acceptance by the City under Section 1.8(b).
- b. The Artist represents and warrants that the Artwork and the materials used are not currently known to be harmful to public health and safety.
- c. The Artist represents and warrants that reasonable maintenance of the Artwork will not require procedures substantially in excess of those described in the maintenance and preservation recommendations submitted by the Artist pursuant to Section 1.7 (f).
- d. If within one year the City observes any breach of warranty described in this

Section 5.2 that is curable by the Artist, the Artist shall, at the request of the City, cure the breach promptly, satisfactorily and consistent with professional conservation standards, at no expense to the City. The City shall give notice to the Artist of such breach with reasonable promptness.

e. If after one year the City observes any breach of warranty described in this Section 5.2 that is curable by the Artist, the City shall contact the Artist to make or supervise repairs or restorations at a reasonable fee during the Artist's lifetime. The Artist shall have the rights of first refusal to make or supervise repairs or restorations. Should the Artist be unavailable or unwilling to accept reasonable compensation under the industry standard, the City may seek the services of a qualified restorative conservator and maintenance expert.

f. If within one year the City observes a breach of warranty described in this Section 5.2 that is not curable by the Artist, the Artist is responsible for reimbursing the City for damages, expenses and loss incurred by the City as a result of the breach. However, if the Artist disclosed the risk of this breach in the Proposal and the City accepted that it may occur, it shall not be deemed a breach for purposes of this Section 5.2 of this Agreement.

g. Acceptable Standard of Display. Artist represents and warrants that:

i. General routine cleaning and repair of the Artwork and any associated working parts and/or equipment will maintain the Artwork within an acceptable standard of public display.

ii. Foreseeable exposure to the elements and general wear and tear will cause the Artwork to experience only minor repairable damages and will not cause the Artwork to fall below an acceptable standard of public display.

iii. With general routine cleaning and repair, and within the context of foreseeable exposure to the elements and general wear and tear, the Artwork will not experience irreparable conditions that do not fall within an acceptable standard of public display, including mold, rust, fracturing, staining, chipping, tearing, abrading and peeling.

iv. Manufacturer's Warranties. To the extent the Artwork incorporates products covered by a manufacturer's warranty, Artist shall provide copies of such warranties to the City.

The foregoing warranties are conditional and shall be voided by the failure of the City to maintain the Artwork in accordance with the Artist's specifications and the applicable conservation standards. If the City fails to maintain the Artwork in good condition, the Artist, in addition to other rights or remedies the Artist may have in equity or at law, shall have the right to disown the Artwork as the Artist's creation and request that all credits be removed from the Artwork and reproductions thereof until the Artwork's condition is satisfactorily repaired.

## **6.1 Indemnity**

a. The Artist acknowledges that until final acceptance of the Artwork by the City under Section 1.8(b), any injury to property or persons caused by the Artist's Artwork or any damage to, theft of, vandalism to, or acts of God affecting the Artist's Artwork are the sole responsibility of the Artist, including, but not limited to, any loss occurring during the creation, storage, transportation or delivery of the Artist's Artwork, regardless of where such loss occurs.

b. The Artist will at all times indemnify and hold harmless and defend the City, its elected officials, officers, employees, agents and representatives, from and against any and all lawsuits, damages, costs, charges, expenses, judgments and liabilities, including attorney's fees (including attorney's fees in establishing indemnification), collectively referred to herein as "losses" resulting from, arising out of, or related to one or more claims arising out of negligent acts, errors, or omission of the Artist in performance of work and/or services under this Agreement. The term "claims" as used herein shall mean all claims, lawsuits, causes of action, and other legal actions and proceedings of whatsoever nature, involving bodily or personal injury or death of any person or damage to any property including, but not limited to, persons employed by the City, the Artist or other person and all property owned or claimed by the City, the Artist, or affiliate of the Artist, or any other person.

c. 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 Artist and the City, its members, officers, employees and agents, the Artist's liability to the City, by way of indemnification, shall be only to the extent of the Artist's negligence.

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

e. The City's inspection or acceptance of any of the Consultant's work when completed shall not be grounds to avoid any of these covenants of indemnification.

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

## **Article 7 Ownership and Intellectual Property Rights**

### **7.1 Title**

Title to the artwork shall pass to the City upon the City's written final acceptance and payment for the Artwork pursuant to Section 1 and Exhibit 4. Artist shall provide City with a Transfer of Title in substantially the form attached hereto as Exhibit 4.

### **7.2 Ownership of Documents**

One set of presentation materials prepared and submitted under this Agreement shall be retained by the City for possible exhibition and to hold for permanent safekeeping.

### **7.3 Reproduction Rights**

a. In view of the intention that the final Artwork shall be unique, the Artist shall not make any additional exact duplicate three-dimensional reproductions of the final Artwork, nor shall the Artist grant permission to others to do so except with the written permission of the City. However, nothing shall prevent the Artist from creating future Artworks in the Artist's manner and style of artistic expression.

b. The Artist grants to the City and its assigns an irrevocable license to make two-dimensional reproductions of the Artwork for non-commercial purposes, including, but not limited to, reproductions used in brochures, media publicity, and exhibition catalogues or other similar publications provided that these rights are exercised in a tasteful and professional manner.

c. All reproductions by the City shall contain a credit to the Artist.

d. The Artist shall use the Artist's best efforts in any public showing or resume use of reproductions to give acknowledgment to the City in substantially the following form: "an original Artwork commissioned by and in the public art collection of the City."

e. If the City wishes to make reproductions of the Artwork for commercial purposes, including, but not limited to, tee shirts, post cards and posters, the Parties shall execute a separate agreement to address the terms of the license granted by the Artist and the royalty the Artist shall receive.

f. Third Party Infringement. The City is not responsible for any third party infringement of Artist's copyright and not responsible for protecting the intellectual property rights of Artist.

## **Article 8 Artist's Rights**

### **8.1 General**

a. The Artist retains all rights under state and federal laws including § 106A of the Copyright Act of 1976.

b. The City agrees that it will not intentionally alter, modify, change, destroy or damage the Artwork without first consulting with the Artist.

c. If any alteration or damage to the Artwork occurs, the Artist shall have the right to disclaim authorship of the Artwork in addition to any remedies the Artist may have in law or equity under this contract. Upon written request, the City shall remove the identification plaque and all attributive references to the Artist at its own expense within 30 days of receipt of the notice. No provision of this Agreement shall obligate the City to alter or remove any such attributive reference printed or published prior to the City's receipt of such notice. The Artist may take such other action as the Artist may choose in order to disavow the Artwork.

### **8.2 Alterations of Site or Removal of Artwork**

a. The City may notify the Artist of any proposed significant alteration of the Site that would affect the intended character and appearance of the Artwork. The City shall make a good faith effort to consult with the Artist in the planning and execution of any such alteration.

The City shall make a reasonable effort to maintain the integrity of the Artwork.

- b. The City retains all rights and may remove or relocate the Artwork.

### **Article 9 Permanent Record**

The City shall maintain on permanent file a record of this Agreement and of the location and disposition of the Artwork.

### **Article 10 Artist as an Independent Contractor**

The Artist agrees to perform all Artwork under this Agreement as an independent contractor and not as an agent or employee of the City. The Artist acknowledges and agrees that the Artist shall not hold himself or herself out as an authorized agent of the City with the power to bind in any manner.

The Artist, if applicable, shall provide the City with the Artist's Tax Identification Number and any proof of such number as requested by the City.

### **Article 11 Nondiscrimination**

The Artist shall not discriminate, in any way, against any person on the basis of race, sex, color, age, religion, sexual orientation, disability, ethnicity, or national origin, in connection with or related to the performance of this Agreement.

### **Article 12 Assignment of Artwork**

The Artwork and services required of the Artist are personal and shall not be assigned, sublet or transferred. Any attempt by the Artist to assign this Agreement or any rights, duties or obligations arising hereunder shall be void and of no effect unless prior written consent is given by the City. The City shall have the right to assign or transfer any and all of the City's rights and obligations under this Agreement, subject to the Artist's consent, if ownership of the Site is transferred; if the Artist refuses to give consent, this Agreement shall terminate.

### **Article 13 Termination**

- a. Either Party may terminate this Agreement without recourse by the other where performance is rendered impossible or impracticable for reasons beyond such Party's reasonable control such as, but not limited to, acts of nature; war or warlike operations; superior governmental regulation or control, public emergency or strike or other labor disturbance. Notice of termination of this Agreement shall be given to the non-terminating Party in writing not less than ten (10) calendar days prior to the effective date of termination.

- b. The City may terminate this Agreement without cause upon three (3) business days written notice to the Artist. The City shall pay the Artist for services performed and commitments made prior to the date of termination, consistent with the schedule of payments set

forth in Exhibit 3 of this Agreement. The Artist shall have the right to an equitable adjustment in the fee for services performed and expenses incurred beyond those for which the Artist has been compensated to date under Exhibit 3 with allowance for lost opportunities, unless the parties come to a settlement otherwise.

c. If either Party to this Agreement shall willfully or negligently fail to fulfill in a timely and proper manner, or otherwise violate any of the covenants, agreements or stipulations material to this Agreement, the other Party shall thereupon have the right to terminate this Agreement by giving written notice to the defaulting Party of its intent to terminate specifying the grounds for termination. The defaulting Party shall have thirty (30) calendar days after the effective date of the notice to cure the default. If it is not cured by that time, this Agreement shall terminate.

d. If the Artist defaults for cause other than death or incapacitation, the Artist shall return to the City all funds provided by the City in excess of expenses already incurred. The Artist shall provide an accounting. All finished and unfinished drawings, sketches, photographs and other Artwork products prepared and submitted or prepared for submission by the Artist under this Agreement shall be retained by the Artist. The City shall retain the right to have the Artwork completed, fabricated, executed, delivered and installed.

e. If the City defaults, the City shall promptly compensate the Artist for all services performed by the Artist prior to termination. The City shall pay the Artist for services performed and commitments made prior to the date of termination, consistent with the schedule of payments set forth in Exhibit 3. The Artist shall have the right to an equitable adjustment in the fee for services performed and expenses incurred beyond those for which the Artist has been compensated to date with reasonable allowance for lost opportunities. The Artist shall retain possession and title to the studies, drawings, designs and models already prepared and submitted or prepared for submission to the City by the Artist under this Agreement prior to the date of termination.

f. Upon notice of termination, the Artist and his subcontractors shall cease all services affected.

#### **Article 14 Death or Incapacity**

If the Artist becomes unable to complete this Agreement due to death or incapacitation, such death or incapacitation will not be deemed a breach of this Agreement or a default on the part of the Artist for the purpose of Article 13. However, nothing in this Article shall obligate the City to accept the Artwork.

a. In the event of incapacity, the Artist shall assign the Artist's obligations and services under this contract to another artist provided that the, in the City's sole discretion, approves of the new artist. Alternatively, the City may elect to terminate this Agreement.

b. In the event of death, this Agreement shall terminate effective the date of death.

The Artist's heirs shall retain all rights under Article 6 and Article 7. The Artist's executor shall deliver to the City the Artwork in whatever form or degree of completion it may be at the time. Title to the Artwork shall then transfer to the City. However, the Artwork shall not be represented to be the completed Artwork of the Artist unless the City is otherwise directed by the Artist's estate.

### **Article 15 Notices and Documents**

Notices required under this Agreement shall be delivered personally or through the [registered or certified mail, return receipt requested] mail, postage prepaid, to the addresses stated below, or to any other address as may be noticed by a Party:

For the City:  
Norma Scott  
1812 Main Street  
P.O. Box 257  
Lake Stevens, WA 98258

For the Artist:  
Debbi Rhodes  
1936 SE Camano Drive  
Camano Island, WA 98282  
(360)941-1139

Notice shall be deemed effective on the date personally delivered or, if mailed, three (3) calendar days after the postmarked date.

### **Article 16 Waiver**

The Parties agree that a waiver of any breach or violation of any term or condition of this Agreement shall not be deemed to be a waiver of any other term or condition contained herein or a waiver of any subsequent breach or violation of the same or any other term of condition.

### **Article 17 Maintenance, Inspection and Audit of Records**

The Artist 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 Artist 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 Artist 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 Artist shall provide the City with

appropriate clarification and/or financial adjustments within thirty (30) calendar days of notification of the discrepancy.

#### **Article 18 Conflict of Interest**

The Artist and the City shall avoid all conflicts of interest or appearance of conflicts of interest in the performance of this Agreement.

#### **Article 19 Arbitration**

If, during the creation of the Artwork, its installation and subsequent existence, either Party breaches this Agreement, each Party agrees to submit to arbitration upon the request of the other provided that the breach is not cured within a reasonable time under paragraph (c) of Article 13.

If an ambiguity arises regarding this Agreement upon which the parties cannot agree or a dispute arises as to the completion of a provision, the Parties may submit to arbitration or mediation.

Each Party agrees to be responsible for its own attorney's fees incurred in any such arbitration.

#### **Article 20 Amendments**

No alteration, change or modification of the terms of this Agreement shall be valid unless made in writing and signed by both Parties hereto.

#### **Article 21 Conflicts of Law**

If any term, covenant, condition or provision of this Agreement, or the application thereof to any person or circumstance, shall be held by a court of competent jurisdiction or arbitration panel or mediation procedure to be in conflict with the laws, rules, and/or regulations of the United States or the State of Washington, invalid, void or unenforceable, the remainder of the terms, covenants, conditions or provisions of this Agreement, or the application thereof to any person or circumstance, shall remain in full force and effect and shall in no way be affected, impaired or invalidated thereby to the extent the remainder of the terms, covenants, conditions or provisions of this Agreement are capable of execution.

#### **Article 22 Choice of Law and Venue**

This contract shall be governed by the laws of the State of Washington both as to interpretation and performance. Venue for any action commenced relating to the interpretation, breach or enforcement of this agreement shall be in Snohomish County Superior Court.

#### **Article 23 Entire Agreement**

This Agreement, including the exhibits, comprises all of the covenants, promises, agreements, and conditions between the parties. No verbal agreements or conversations between

the Parties prior to the execution of this Agreement shall affect or modify any of the terms or obligations.

**Article 24 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.

**Article 25 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 \_\_\_\_\_, 2011

CITY OF LAKE STEVENS

MS. DEBBI RHODES

\_\_\_\_\_  
Vern Little, Mayor

\_\_\_\_\_  
Debbi Rhodes, Artist

Attest/Authenticated:

\_\_\_\_\_  
Norma Scott, City Clerk

Approved as to Form:

\_\_\_\_\_  
Grant K. Weed, City Attorney

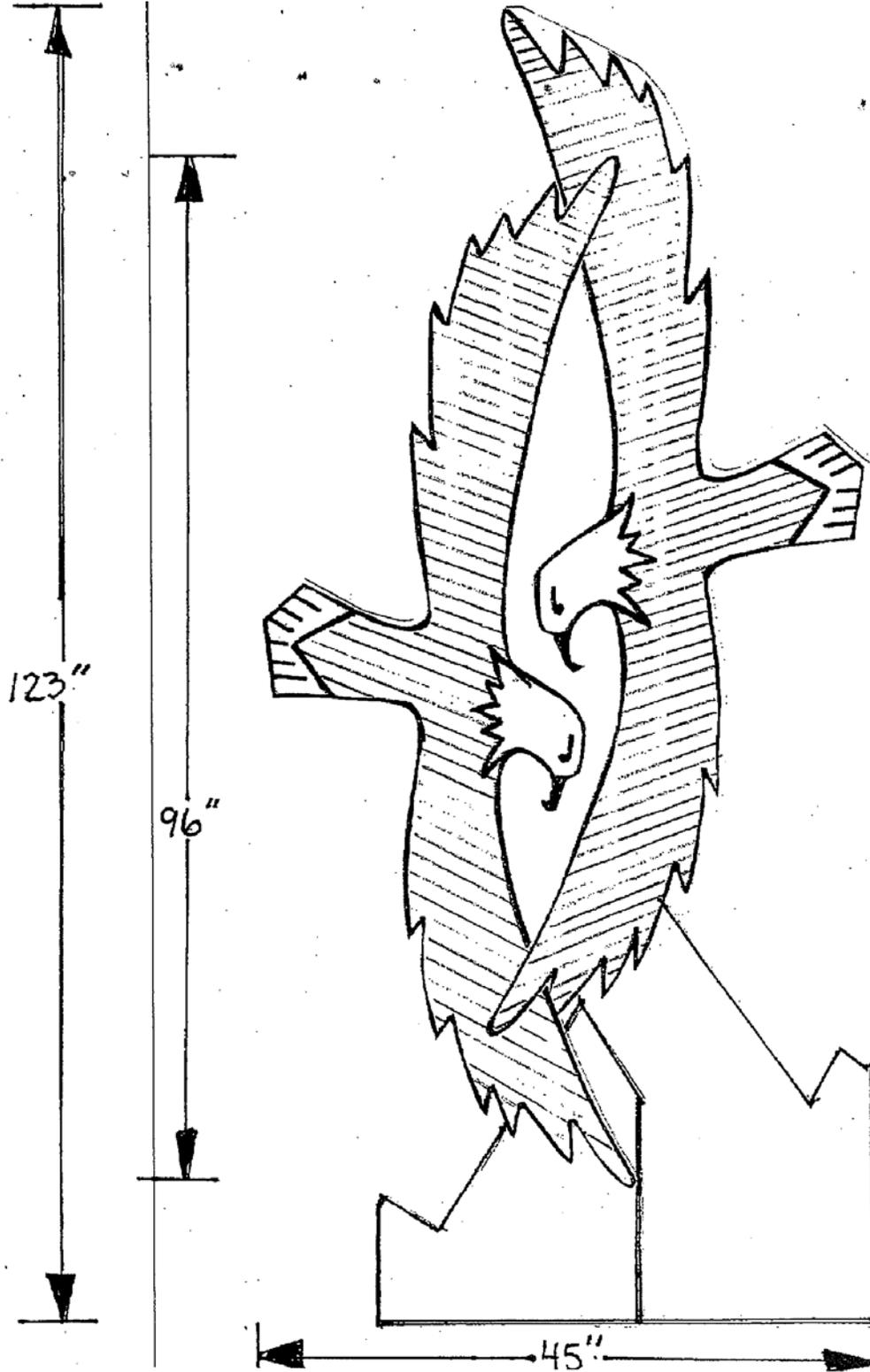
**Exhibit 1**  
**With Enclosure #1 p 18**

**Description of the Artwork**

The design will incorporate two bald eagles in a graceful embrace soaring above the mountaintops. Each eagle will be plasma cut from quarter-inch Corten steel plate. (Denoted by the hash marked areas on Enclosure #1) The trademark white head and tail will be cut from three-eighths stainless steel plate and ground to suggest a featherlike texture. The supporting mountains will be plasma cut from quarter-inch stainless steel plate and also textured. (Denoted as white areas on Enclosure #1) These materials have been selected for their superior ability to withstand outdoor weather. The sculpture should require virtually no maintenance and survive the Pacific Northwest climate for at least one hundred years with no appreciable change in appearance.

The overall height of the monument will stand approximately one hundred twenty three inches and have a width of approximately forty five inches. Each eagle will be ninety six inches in height and will be joined at the wingtips at an angle of approximately thirty degrees. The approximate size of the footprint for the monument will be thirty six inches wide by twenty four inches deep. Bolting plates will be attached to the base such that the piece can be secured in four places. A bolt pattern will be produced prior to delivery of the sculpture to indicate exact placement for installation.

Enclosure #1



**Exhibit 2**

**Artwork Budget**

|                                 |                 |
|---------------------------------|-----------------|
| Materials:                      | \$3,000.00      |
| Labor (60 hours @ \$50/hour)    | \$3,000.00      |
| Transportation and Shop Rental  | \$1,000.00      |
| City of Lake Stevens Tax @ 8.6% | <u>\$602.00</u> |
| Total:                          | \$7,602.00      |

**Exhibit 3**

**Payment Schedule**

**Payment Schedule**

The City shall pay the Artist a fixed fee of \$7,602.00, which shall constitute full and complete compensation for all the services performed and materials furnished by the Artist under this Agreement. Payment shall be made in accordance with the following scheduled installments, each installment representing full and final payment for all services and materials provided prior to payment thereof:

- a. \$2,600.00 upon the execution of this Agreement, recognizing that the Artist has invested time and expense in preparing the Design as set forth under Section 1.3; and
- b. \$1,000.00 within three (3) business days after Artist notification of two-thirds (2/3) completion and inspection/acceptance by the City; and
- c. \$4,002.00 within three (3) business days after final acceptance of the Artwork by the City as set forth under Section 1.8(e) and after the Artist provides the City with photographic documentation and written instructions for the maintenance and preservation of the Artwork as set forth under Section 1.7 (e) and (f).

**Exhibit 4**

**Transfer of Title**

STATE OF \_\_\_\_\_

COUNTY OF \_\_\_\_\_

**TRANSFER OF TITLE**

FOR VALUABLE CONSIDERATION, the receipt of which is hereby acknowledged, the undersigned Artist located at the address noted below does hereby sell, transfer and convey to the City, located in \_\_\_\_\_, its assigns and successors, all right, title and interest (including, but not limited to all intellectual property rights) in the ownership of the Artwork commissioned by Agreement of \_\_\_\_\_ and as described therein.

Title: \_\_\_\_\_

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

IN WITNESS WHEREOF, Artist has executed this written transfer of title on this the day of \_\_\_\_\_, 20\_\_\_\_.

WITNESS \_\_\_\_\_

ARTIST \_\_\_\_\_

Sworn to and subscribed before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

NOTARY PUBLIC  
My Commission Expires: \_\_\_\_\_  
(NOTARY SEAL)

Exhibit B

## Description of Proposed Monument

The concept for the monument I will fabricate for the City of Lake Stevens recognizes the desire of the community to honor the resident pair of bald eagles who make their home in the area. The design will incorporate two bald eagles in a graceful embrace soaring above the mountaintops.

Each eagle will be plasma cut from quarter-inch Corten steel plate. (Denoted by the hash marked areas on the accompanying drawing) The trademark white head and tail will be cut from three-eighths stainless steel plate and ground to suggest a featherlike texture. The supporting mountains will be plasma cut from quarter-inch stainless steel plate and also textured. (Denoted as white areas on the accompanying drawing) These materials have been selected for their superior ability to withstand outdoor weather. The sculpture should require virtually no maintenance and survive the Pacific Northwest climate for at least one hundred years with no appreciable change in appearance.

The overall height of the monument will stand approximately one hundred twenty three inches and have a width of approximately forty five inches. Each eagle will be ninety six inches in height and will be joined at the wingtips at an angle of approximately thirty degrees. The approximate size of the footprint for the monument will be thirty six inches wide by twenty four inches deep. Bolting plates will be attached to the base such that the piece can be secured in four places. A bolt pattern will be produced prior to delivery of the sculpture to indicate exact placement for installation.

Exhibit B

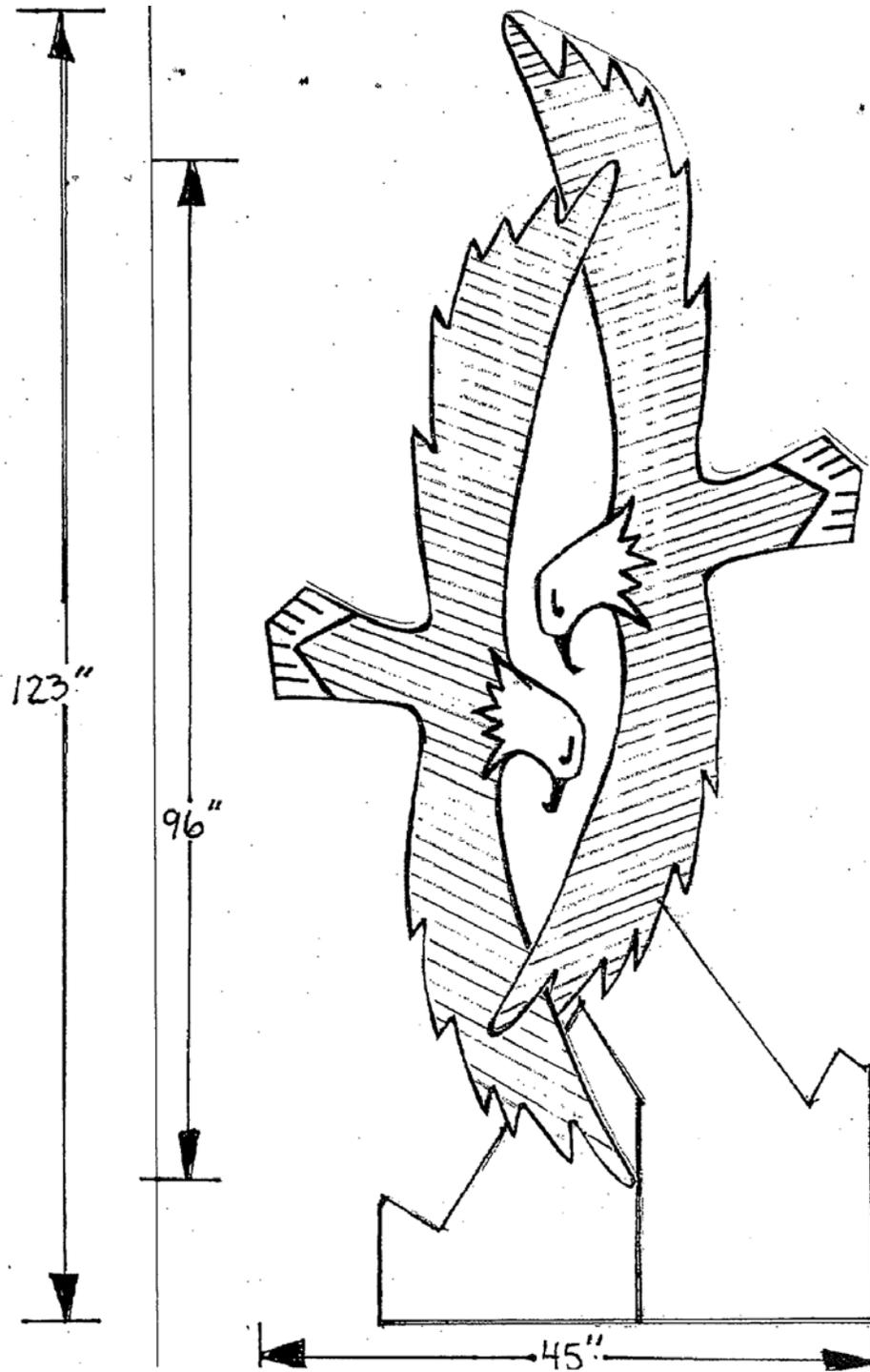


Exhibit B

## Estimated Timeline for Proposed Monument

The simplicity of the monument design will help to expedite the production. Local resources and contacts within the fabrication industry will also aid in the process. As a fabricator with nearly twenty years experience I am confident that I have all the tools necessary to accomplish this task on time with quality and within budget.

Once the project has been approved and accepted by the committee, the city engineer and the public works department I will begin the fabrication process. I would expect the procurement of materials to take a minimum of two weeks to accomplish. Design and development time will take approximately forty hours. Actual fabrication time in the shop will take approximately sixty hours. Total time in terms of days I would expect to be two weeks from time of material receipt.

Given all the variables involved with a project of this type many things can change depending on the timing and coordination. If we move forward in a timely fashion I am confident this project will be a success.

## Approximate Budget for Proposed Monuments

|  |            |
|--|------------|
| Quarter-inch Corten Steel Plate        | \$ 800.00  |
| Quarter inch Stainless Steel Plate     | \$1,200.00 |
| Consumables and Sandblasting           | \$1,000.00 |
| Transportation and Shop Rental         | \$1,000.00 |
| Labor: 60 hours @ \$50.00 per          | \$3,000.00 |
| <hr/>                                  |            |
| Monument Production and Delivery Total | \$7,000.00 |
| Sales Tax @ 8.6%                       | \$ 602.00  |
| Extended Cost Total                    | \$7,602.00 |

Exhibit C



## MEMORANDUM

To: Jan Berg, City Administrator  
From: Mick Monken, Public Works Director/City Engineer  
Date: 4 March 2011  
Subject: Eagle Sculpture in Lundeen West Roundabout – Installation Costs

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This has been prepared to provide a cost estimate for the installation for the proposed artwork eagle sculpture in the Lundeen West Roundabout.

### Material Cost

Fill Material – it is proposed that a pit run material be used. This would provide a good structured base material that allows for some permeability. It is estimated that about 20 CY is required for the artwork for fill around the structure. (The 20 CY is only a portion of the fill needed for the island, estimated to be a total of 100 CY)

|       |   |         |       |
|-------|---|---------|-------|
| 20 CY | @ | \$18/CY | \$360 |
|-------|---|---------|-------|

Top Soil – Assume coverage of 4” average. (The 10CY is only a portion of the fill needed for the island, estimated to be a total of 60 CY)

|       |   |         |       |
|-------|---|---------|-------|
| 10 CY | @ | \$25/CY | \$250 |
|-------|---|---------|-------|

Foundation – it is assumed that the artist will be providing a bolt pattern template.

|                 |        |   |           |       |
|-----------------|--------|---|-----------|-------|
| Framing         | 56 BF  | @ | \$2/BF    | \$112 |
| Concrete        | 1.8 CY | @ | \$100/CY  | \$180 |
| Rebar           | 100 FT | @ | \$0.50/LF | \$50  |
| J-bolt Assembly | 4      | @ | \$20/EA   | \$80  |

|                                 |  |  |  |                |
|---------------------------------|--|--|--|----------------|
| <b>Total Estimated Material</b> |  |  |  | <b>\$1,032</b> |
|---------------------------------|--|--|--|----------------|

### Labor Cost

Labor costs are based on an average hourly rate of \$35/hour. Estimated hours include pick up, site delivery, and handling. The mounting of the artwork will

Exhibit C

include placement, leveling, and grouting in a base. Equipment costs have been included in this rate @ \$5/hour for each hour worked.

|                      |       |   |         |       |
|----------------------|-------|---|---------|-------|
| Earth material       | 12 HR | @ | \$35/HR | \$420 |
| Framing              | 6 HR  | @ | \$35/HR | \$210 |
| Rebar prep & J bolts | 6 HR  | @ | \$35/HR | \$210 |
| Concrete work        | 8 HR  | @ | \$35/HR | \$280 |
| Mounting Artwork     | 3 HR  | @ | \$35/HR | \$105 |

**Total Estimate Labor/Equipment** **\$1,225**

**TOTAL ESTIMATED COST FOR ARTWORK PLACMENT** **\$2,257**

Note: The amount of fill and top soil does not include material for the entire island area. These amounts are estimated at 80 CY and 40 CY respectively. These quantities are expected to be provided in the landscaping of the island regardless of the placement of the art work.



LAKE STEVENS CITY COUNCIL  
**STAFF REPORT**

**Council Agenda Date:** April 11, 2011

**Subject:** Telephone Utility Tax Code Amendment

**Contact Person/Department:** Barb Lowe/ Finance      **Budget Impact:** No

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

Approve Ordinance No. 853 amending Lake Stevens Municipal Code Chapter 3.12 related to Telephone Utility Tax.

**SUMMARY/BACKGROUND:**

LSMC Chapter 3.12 levies a tax equal to 6% of gross operating revenues upon any telephone business operating within the City of Lake Stevens.

This ordinance adds a definition for “cellular telephone services” as well as provisions for penalties and interest on delinquent payments, inspection of taxpayer records, limitations on overpayment credits, and appeals.

A summary of the changes are as follows:

- 3.12.030 Definitions: Adds definition of “Cellular telephone service”
- 3.12.040 Taxpayer Records: Requires that taxpayer records be available for inspection by the City Finance Director or designee.
- 3.12.050 Failure to Make Returns or Pay Tax in Full: Authorizes the Finance Director to determine the amount of tax due if the taxpayer fails to make his return and establishes interest charge of 12% per year on any unpaid balance.
- 3.12.060 Penalty for Delinquent Payment: Establishes a penalty of 10% of tax due if not paid within 15 days of due date.
- 3.12.070 Overpayment of Tax: Establishes a statute of limitations on overpayment credit requests. Overpayments extending beyond 1 year prior to notification of the City shall not be credited.
- 3.12.080 Appeal: Allows for an appeal to the City Administrator.

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**APPLICABLE CITY POLICIES:**

LSMC 3.12 Telephone Utility Tax

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**BUDGET IMPACT:**

None

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**ATTACHMENTS:**

- ▶ Exhibit A: Ordinance 853

CITY OF LAKE STEVENS  
LAKE STEVENS, WASHINGTON

**ORDINANCE NO. 853**

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF LAKE STEVENS, WASHINGTON RELATING TO THE CITY'S TELEPHONE UTILITY TAX AMENDING CHAPTER 3.12 TELEPHONE UTILITY TAX BY AMENDING SECTION 3.12.030 DEFINITIONS REGARDING "TELEPHONE BUSINESS" AND ADDING A DEFINITION FOR "CELLULAR TELEPHONE SERVICE" AND ADDING SECTIONS 3.12.040 "TAXPAYER'S RECORDS," 3.12.050 "FAILURE TO MAKE RETURNS OR TO PAY TAX IN FULL," 3.12.060 "PENALTY FOR DELINQUENT PAYMENT," 3.12.070 "OVERPAYMENT OF TAX," 3.12.080 "APPEAL".**

The City Council of the City of Lake Stevens, Washington does ordain as follows:

Section 1. Lake Stevens Municipal Code Section 3.12.030 is amended to read as follows:

3.12.030 Definitions:

"Telephone business" means the business of providing access to a local telephone network, local telephone network switching service, toll service, or coin telephone services, cellular telephone service, or providing telephonic, video, data, pagers or similar communication or transmission for hire, via a local telephone network, toll line or channel, cable, microwave, or similar communication for transmission system. The term includes cooperative or farmer line telephone companies or associations operating an exchange. "Telephone business" does not include the providing of competitive telephone service, nor the providing of cable television service or other providing of broadcast services by radio or television stations.

"Competitive telephone service" means the providing by any person of telecommunications equipment, apparatus, directory advertising and lease of telephone street directories or service related to that equipment or apparatus such as repair or maintenance service, if the equipment or apparatus is of a type which can be provided by persons that are not subject to regulation as telephone companies under Title 80 RCW, and for which a separate charge is made. Transmission of communication through cellular telephones is classified as a "telephone business" rather than a "competitive telephone service." (Ord. 621, 1999; Ord. 205, 1981)

"Pager service" means service provided by means of an electronic device which has the ability to send or receive voice or digital messages transmitted through the

local telephone network, via satellite or any other form of voice or data transmission. (Ord. 621, 1999)

“Cellular telephone service” means the two-way voice and data telephone/telecommunications system based in whole or substantially in part on wireless radio communications and which is not subject to regulation by the Washington Utilities and Transportation Commission (WUTC). This includes “cellular mobile service.” The cellular system is defined as a high capacity land mobile system in which assigned spectrum is divided into discrete channels which are assigned in groups to geographic cells covering a cellular geographic service area. The discrete channels are capable of being revised in different cells within the same area. The “cellular mobile service” is defined to include other wireless radio communications services such as specialized mobile radio (SMR), personal communication services (PCS), and any other evolving wireless radio communications technology which accomplishes the same purpose as cellular mobile service.

Section 2. Lake Stevens Municipal Code Chapter 3.12 is hereby amended to add a new Section 3.12.040 “Taxpayer Records” reading as follows:

3.12.040 Taxpayer Records.

Each taxpayer shall keep records reflecting the amount of the taxpayer’s gross income on sales and services within the City, and such records shall be open at all reasonable times for the inspection of the City Finance Director or his/her designee to verify information provided on any utility tax return, or to determine whether such return is required to be filed.

Section 3. Lake Stevens Municipal Code Chapter 3.12 is hereby amended to add a new Section 3.12.050 “Failure to Make Returns or Pay Tax in Full” reading as follows:

3.12.050 Failure to Make Returns or Pay Tax in Full.

If a taxpayer fails, neglects, or refuses to make his return as and when required in this chapter, the City Finance Director is authorized to determine the amount of the tax payable, and notify such taxpayer of the amount so determined. The amount so fixed shall thereupon be the tax and be immediately due and payable, together with penalty and interest. Delinquent taxes are subject to an interest charge of 12 percent per year on the unpaid balance from the date any such taxes became due.

Section 4. Lake Stevens Municipal Code Chapter 3.12 is hereby amended to add a new Section 3.12.060 “Penalty for Delinquent Payment” reading as follows:

3.12.060 Penalty for Delinquent Payment.

If a person subject to this tax fails to pay any tax required by this chapter within 15 days after the due date thereof, there shall be added to such tax a penalty of 10 percent of the amount of such tax, and any tax due under this chapter that is

unpaid and all penalties thereon shall constitute a debt to the City and may be collected by court proceedings, which remedy shall be in addition to all other remedies.

Section 5. Lake Stevens Municipal Code Chapter 3.12 is hereby amended to add a new Section 3.12.070 “Overpayment of Tax” reading as follows:

3.12.070 Overpayment of Tax.

Money paid to the City through error, or otherwise not in payment of the tax imposed by this chapter, or in excess of such tax, shall, upon written notice to the City, be credited against any tax due or to become due from such taxpayer hereunder; provided however, that overpayments extending beyond one (1) year prior to notification of the City shall not be credited. If such taxpayer has ceased doing business in the City, any such overpayment shall be refunded to the taxpayer.

Section 6. Lake Stevens Municipal Code Chapter 3.12 is hereby amended to add a new Section 3.12.080 “Appeal” reading as follows:

3.12.080 Appeal.

A taxpayer aggrieved by the amount of the tax, penalties, or interest determined to be due by the City Finance Director or his/her designee, under the provisions of this chapter, may appeal such determination to the City Administrator. An appeal to the City Administrator shall be filed within fourteen (14) days of the determination by the City Finance Director or his/her designee as established by the date of mailing said determination. The appeal shall be delivered to the City Clerk. The decision of the City Finance Director or his/her designee shall be final unless timely appealed. The decision of the City Administrator shall be final and conclusive and binding on all parties.

SECTION 7. Except as set forth above, all other provisions of Section 3.12 shall remain in full force, unchanged.

SECTION 8. 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 \_\_\_\_\_, 2011.

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Vern Little, Mayor

ATTEST/AUTHENTICATION:

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Norma J. Scott, City Clerk/Admin Asst

APPROVED AS TO FORM:

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Grant Weed, City Attorney

First Reading: \_\_\_\_\_

Second Reading: \_\_\_\_\_

Published: \_\_\_\_\_



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LAKE STEVENS CITY COUNCIL  
**STAFF REPORT**

**Council Agenda Date:** April 11, 2011

**Subject:** Franchise Agreement with Waste Management for Solid Waste Collection in the Annexed Areas of the City

**Contact Person/Department:** City Administrator Jan Berg      **Budget Impact:** N/A

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

Approve first of two readings of the Franchise Agreement with Waste Management of Washington for solid waste collection in the annexed areas of the City of Lake Stevens.

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**SUMMARY/BACKGROUND:**

When an area is annexed into the City and the City desires to provide future solid waste collection services in that area the City must enter into a franchise agreement with the current service provider. Per RCW, the current service provided has the right to continue operating in the annexed area for seven years plus has the right to file a claim for damages to the City. It has been the industry standard for the service provided to waive the claim for damages by extending the franchise agreement from seven years to ten years. Waste Management of Washington has requested such a franchise. The franchise agreement along with Ordinance #854 (which will be brought forward for action at the April 25<sup>th</sup> meeting) will serve as notice to both Waste Management of Washington and the Utilities and Transportation Commission to start the clock on the City's desire to provide collection in the annexation area.

The proposed franchise agreement includes a start date of April 1, 2011 and ends on March 31, 2021 to coincide with the recently approved solid waste contract amendment with Allied Waste which runs from April 1, 2011 through March 31, 2018 with the option to extend an additional three years to March 31, 2021. The franchise agreement also includes the ability for Allied Waste to conduct the City's annual spring clean-up day in the annexation area if desired and to include all City residents.

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**APPLICABLE CITY POLICIES:**

Franchise Agreements require two public readings.

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**BUDGET IMPACT:**

None

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**ATTACHMENTS:**

- ▶ Exhibit A: Franchise Agreement
- ▶ Exhibit B: Draft Ordinance #854

## **SOLID WASTE COLLECTION FRANCHISE AGREEMENT**

THIS FRANCHISE AGREEMENT (“Agreement”) is made as of the \_\_\_\_ day of \_\_\_\_\_, 2011, by and between the City of Lake Stevens, a municipal corporation (“City of Lake Stevens” or “City”), and Waste Management of Washington, Inc. (“Waste Management”):

Whereas, certain areas have been annexed from time to time into the City of Lake Stevens as set out in the Attachment A spreadsheet, Attachment B listing of ordinances and Attachment C Map depicting annexation areas by location, ordinance and effective date (the “Annexation Area(s)”);

Whereas Waste Management has heretofore performed solid waste collection under its certificate of public convenience and necessity (G-237) issued to it by the State of Washington under authority of the Washington Utilities and Transportation Commission (“WUTC”) to collect and dispose of solid waste in the Annexation Area(s); and

WHEREAS RCW 35A.14.900 provides that if a city annexes part of a WUTC-certificated territory, the city is required to grant a franchise to continue solid waste collection services with the annexed territory for a term of not less than seven years, and also provides for measurable damages caused by the City’s annexation; and

WHEREAS Waste Management, subject to the terms and conditions herein, is willing to accept this Agreement with the City for solid waste collection services within the Annexation Area(s) in lieu of its claims under RCW 35A.14.900 for a franchise and for measurable damages resulting from the cancellation of Waste Management’s certificate rights by the City’s assertion of jurisdiction over solid waste collection in the Annexation Area(s).

NOW, THEREFORE, the City of Lake Stevens and Waste Management, for and in consideration of the mutual promises, covenants and conditions set forth in this Agreement, agree as follows:

Section 1 – Exclusive Rights. Waste Management is hereby granted an exclusive franchise to engage in the business of collection and disposal of solid waste in the Annexation Area(s), and shall have an exclusive right during the term of this Agreement, on the terms set out and agreed to herein, to collect and haul for hire over the streets and alleys of the City all solid waste collected from private customers located within the Annexation Area(s). The City shall not, except as allowed in this Agreement, directly or by contract, without the permission of Waste Management, collect and dispose of solid waste in the Annexation Area(s), unless Waste Management shall refuse or be unable to provide the service. In that case, the City may provide the service and terminate this Agreement.

1.1 “Solid waste”, as used herein, means all putrescible and nonputrescible solid and semisolid wastes including, but not limited to, garbage, rubbish, ashes, industrial wastes, swill, sewage sludge, demolition and construction wastes, abandoned vehicles or parts thereof, and recyclable materials, except for recyclable materials collected from commercial, industrial, or institutional customers.

1.2 Waste Management hereby grants permission for the City, either directly or by contract, to collect and dispose of solid waste in the Annexation Area(s) for a one-time annual spring cleanup event; provided, however, that Waste Management reserves the right to revoke this permission at any time if it instead is willing to perform the annual spring cleanup collection services itself.

Section 2 – Term. The term of this Agreement is ten (10) years, starting April 1, 2011, and expiring March 31, 2021. The term of this Agreement shall not be affected or changed despite (1) its signature at a later date, or (2) the adoption of Ordinance 854 at a date later than April 1, 2011.

Section 3 – Waiver of Claims. This Agreement is in lieu of a franchise as provided in RCW 35A.14.900. Unless Waste Management elects a shorter term, the opportunity to provide service in accordance with these conditions has been established specifically to satisfy Waste Management’s rights to a franchise and measureable damages under the state statute. Except for the rights conferred by this Franchise Agreement and Ordinance 854, Waste Management hereby expressly waives and releases its right to claim any other franchise, damages or compensation from the City, its officers, agents, or assigns arising out of the cancellation of any pre-existing certificate right held by Waste Management.

Section 4 - Assignment. This Agreement may not be assigned either voluntarily or by operation of law without the approval of the City Council, which approval shall not be unreasonably withheld; provided, however, that intracompany transfers, such as transfers between different subsidiaries or branches of the parent corporation of Waste Management, or transfers to corporations, limited partnerships, or any other entity owned or controlled by Waste Management upon the effective date of this contract shall not constitute a change in control for which the City’s approval is necessary.

Section 7 – Services Performed. Services performed under this Agreement shall be in accordance with rules and regulations established by the WUTC, and Waste Management’s collection rates inside the City shall be the same as set out under its then-effective tariffs applicable to service in the unincorporated Snohomish County immediately adjacent to the City. If the Commission stops setting rates for Waste Management, the parties will negotiate in good faith to establish rates that are sufficient to cover cost of collection and disposal and a reasonable profit. Any rate changes shall only become effective upon the giving of notice to customers as required by law.

Section 9 - Nondiscrimination. Waste Management shall furnish collection services to any person or organization, public or private, within the annexation area(s) after receipt of a written request for services. Waste Management shall not be required to

furnish service to any household, residence, dwelling, business establishment, or building where adequate access has not been provided, nor where the person or organization has failed to pay for services rendered by Waste Management, and may otherwise discontinue service or assess charges in accordance with the rules and regulations of the WUTC and Waste Management's then-effective tariff.

Section 10 – Indemnification. Waste Management shall indemnify and hold the City and its agents, employees, and/or officers harmless from and shall process and defend at its own expense any and all claims, demands, suits, at law or equity, actions, penalties, loss, damages, or costs, of whatsoever kind or nature, brought against the City arising out of, or in connection with or incident to, this Agreement and/or Waste Management's performance or failure to perform any aspect of this Agreement; provided however, if such claims are caused by or result from the concurrent negligence of the City, its agents, employees, and/or officers, this indemnity provision shall be valid and enforceable only to the extent of the negligence of Waste Management, and, provided further, that nothing herein shall require Waste Management to hold harmless or defend the City, its agents, employees, and/or officers for damages or loss caused by the City's sole negligence. The provisions of this Section shall survive the expiration or termination of this Agreement.

Section 11 - Insurance. Waste Management shall procure and maintain, for the duration of the license, insurance against claims for injuries to persons or damage to property that may arise from or in connections with the performance of the services provided under this Agreement by Waste Management, its agents, representatives, employees or subcontractors. At the outset of this Agreement and annually upon request by the City, Waste Management shall furnish the City with certificates of insurance evidencing coverages in the following amounts: (1) automobile liability insurance with a minimum combined single limit for bodily injury and property damage of \$3,000,000.00 per accident; (2) commercial general liability insurance of not less than \$3,000,000.00 each occurrence, and \$5,000,000.00 general aggregate; and (3) workers' compensation as required by the laws of the State of Washington. The cost of all such insurance shall be paid by Waste Management. With respect to each insurance policy, Waste Management shall name the City of Lake Stevens as an additional named insured.

Section 12 – Business license; Utility Tax. Waste Management shall obtain and maintain a City of Lake Stevens business license. Waste Management acknowledges that the City of Lake Stevens does not currently impose and collect a utility or business and occupation tax on the business of collection and disposal of solid waste. Nothing in this Franchise Agreement shall prevent the City of Lake Stevens from imposing and collecting a utility or business and occupation tax on the business of collection disposal of solid waste.

Section 13 – Notice and other communication. For the purpose of any official communication between the City of Lake Stevens and Waste Management, the parties agree that notice may be given by first class mail, postage prepaid and addressed as follows:

To the City of Lake Stevens:

City Administrator  
1812 Main Street  
Lake Stevens, WA 98258

To Waste Management of Washington, Inc.:

Municipal Contracts Manager  
801 2<sup>nd</sup> Avenue, Suite 614  
Seattle, WA 98104

Such notice shall be deemed effective on the fourth (4<sup>th</sup>) day after mailing.

From time to time, it may be necessary for the City of Lake Stevens and Waste Management to communicate about street closures, route changes, adverse weather conditions or other unforeseen circumstances. The contact for the City of Lake Stevens for such communications, unless changed by notice, shall be the City Clerk. The contact for Waste Management for such communications, unless changed by notice, shall be the Municipal Contracts Manager.

Dated as of the day and year first written above.

CITY OF LAKE STEVENS

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Mayor

ATTEST:

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City Clerk

APPROVED TO FORM:

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City Attorney

WASTE MANAGEMENT OF  
WASHINGTON, INC.

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Name:  
Title:

**CITY OF LAKE STEVENS  
LAKE STEVENS, WASHINGTON**

**ORDINANCE NO. 854**

**AN ORDINANCE ADOPTED PURSUANT TO RCW 35A.14.900  
PROVIDING FOR A FRANCHISE TO WASTE MANAGEMENT  
OF WASHINGTON, INC. ALLOWING IT TO COLLECT SOLID  
WASTE FOR TEN (10) YEARS IN AREAS ANNEXED INTO THE  
CITY**

WHEREAS, certain areas have been annexed from time to time into the City of Lake Stevens as set out in the Attachment A spreadsheet, Attachment B listing of ordinances and Attachment C Map depicting annexation areas by location, ordinance and effective date (the “annexation area(s)”);

Whereas Waste Management of Washington, Inc. provides solid waste collection in the annexation areas;

NOW, THEREFORE, the City Council of the City of Lake Stevens does ordain as follows:

**Section 1. Franchise conferred; duration:** Waste Management of Washington, Inc., hereinafter identified as “Grantee”, shall hereby have an exclusive right during the term of the franchise granted and recognized by this ordinance, on the terms set out and agreed to in the Franchise Agreement attached hereto as Attachment D to collect and haul for hire over the streets and alleys of the City all solid waste collected from private customers located within the corporate limits of the City which were annexed into the City of Lake Stevens as detailed in Attachments A, B and C. “Solid waste”, as used herein, shall be interpreted to mean and include all garbage, refuse, solid waste, animal and vegetable matter, rubbish, trash, debris, ashes, tin cans and other waste materials, including recyclable materials customarily hauled away, dumped, disposed of, or recycled. The franchise conferred by this Section 1 shall continue for a period of ten years from the commencement date set out in the Franchise Agreement.

**Section 2. Nondiscrimination:** Grantee shall furnish collection services to any person or organization, public or private, within the annexation area(s) after receipt of a written request for services. Grantee shall not be required to furnish service to any household, residence, dwelling, business establishment, or building where adequate access has not been provided, nor where the person or organization has failed to pay for services rendered by grantee.

**Section 3. Collection rates:** Grantee’s collection rates inside the City shall be the same as set out under Grantee’s tariffs as established with the Washington Utility and Transportation Commission for County residents, provided that if the Commission stops

setting rates for the Grantee, then City and grantee will negotiate in good faith to set collection rates that are sufficient to cover the cost of collection and disposal and a reasonable profit. Any rate changes shall only become effective upon the giving of notice to customers as required by law.

**Section 4. Exclusive:** The City shall not, except as allowed in the Franchise Agreement, directly or by contract, without the permission of Grantee, collect and dispose of solid waste in the annexation area(s), unless Grantee shall refuse or be unable to provide the service. In that case, the City may provide the service and terminate this franchise.

**Section 5. Notice to WUTC:** Upon this Ordinance becoming effective, a copy of this Ordinance shall be provided to the Washington Utilities and Transportation Commission to advise the Commission of the commencement of the transition period prescribed by RCW 35A.14.900.

**Section 6. Other annexations:** Nothing herein shall be construed as affecting the rights of any party with respect to any other areas annexed previously, or after the date of the annexed areas identified in Attachments A, B and C, and respecting an area not referenced in this Ordinance.

**Section 7. Severability:** In the event any provision, phrase or section of this Ordinance shall be declared unlawful, the remainder of this Ordinance shall remain in full force and effect.

PASSED by the City Council and approved by the Mayor this \_\_\_\_\_ day of April, 2011.

CITY OF LAKE STEVENS

By: \_\_\_\_\_  
Vern Little, Mayor

Attest:

\_\_\_\_\_  
Norma Scott, City Clerk

Approved as to form:

\_\_\_\_\_  
Grant Weed, City Attorney

Published: \_\_\_\_\_

ACCEPTANCE

Grantee hereby accepts the franchise conferred for the duration provided and agrees to provide services in accordance with the provisions of this Ordinance.

DATED April \_\_\_\_\_, 2011.

WASTE MANAGEMENT OF  
WASHINGTON, INC.

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

\_\_\_\_\_  
*(Name/Title)*



LAKE STEVENS CITY COUNCIL  
**STAFF REPORT**

**Council Agenda Date:** 11 April 2011

**Subject:** Lake Stevens Center Circulation Study (LSCC) – LMN Architects Contract Supplemental No. 2

**Contact** Mick Monken **Budget Impact:** \$25,000  
**Person/Department:** Public Works

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**RECOMMENDATION(S)/ACTION REQUESTED OF COUNCIL:** Approve Supplemental No. 2 to add the LSCC services to the LMN Architects Professional Service Agreement.

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**SUMMARY/BACKGROUND:** During the 2011 budget process, the City Council authorized \$25,000 for Professional traffic support services to assist the City in the development of a LSCC. This study is intended to explore short term and potential mid-term transportation solutions to improve motorized and non-motorized mobility within the LSC area. It is expected that this will be significantly completed by January 2012.

During this same time frame of this study, there are studies being performed by WSDOT for the SR 9/SR 204 intersection and the City's Subarea planning. All three efforts will be looking at transportation modeling from a different stand point and all have some level of interdependence. While the LSCC will be looking at mostly short range solutions to circulations, there is the potential that some of the solutions may result in changes to traffic movement that will carry over into long range circulation patterns. These could potentially impact the outcome of both SR 9/SR 204 and the City's Subarea Plan.

Staff explored several alternatives on how to best approach the LSCC. It was determined that to ensure the best level of coordination between the Subarea and the LSCC was to have both efforts performed by the same team with the addition of a sub-consultant familiar with the LSC area and having experience with the LMN team. Another advantage of this alternative is that coordination with WSDOT will be through one City transportation team and one circulation model. In the decision process on how best to coordinate the three transportation efforts, WSDOT was included in the discussions and provided input that lead to this recommendation. This also lead to WSDOT agreeing to work closely with the LMN team to share traffic modeling to make sure that the Subarea Plan land use trip projections matched WSDOT trip projections. This is important to help make sure the transportation improvements on the State Routes and City streets work as an effective mobility system.

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**APPLICABLE CITY POLICIES:** The proposed LSCC is consistent with the Economic Development Strategy recommendations and with the City's Comp Plan Transportation Policies.

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**BUDGET IMPACT:** \$25,000 with had been approved in the 2011 budget.

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**ATTACHMENTS:**

- ▶ Exhibit A: Professional Service Agreement Supplemental No. 2 with LMN
- ▶ Exhibit B: Limits of the Lake Stevens Center Circulation Study

EXHIBIT A

**SUPPLEMENTAL AGREEMENT NO. 2  
TO  
PROFESSIONAL SERVICES AGREEMENT  
FOR  
CITY OF LAKE STEVENS  
LMN ARCHITECTS  
FOR A CITYWIDE ECONOMIC DEVELOPMENT PLAN**

This Supplemental Agreement No. \_\_\_\_ is made and entered into on the \_\_\_\_ day of \_\_\_\_\_, 2011, between the City of Lake Stevens, hereinafter called the "City" and LMN Architects, hereinafter called the "Consultant."

WITNESSETH THAT:

WHEREAS, the parties hereto have previously entered into an Agreement for the Citywide Economic Development Plan, hereinafter called the "Project," said Agreement being dated 13<sup>th</sup> May 2010 and;

WHEREAS, both parties desire to supplement said Agreement, by expanding the Scope of Services to provide for Lake Steven Center Circulation Study 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 13<sup>th</sup> May 2011, shall remain in full force and effect, except as modified in the following sections:

1. Article II of the Original Agreement, "SCOPE OF SERVICES", shall be supplemented to include the Scope of Services as described in Exhibit A1, attached hereto and by this reference made part of this Supplemental Agreement No. 2.

2. Article IV of the Original Agreement, "OBLIGATIONS OF THE CITY", Paragraph 4.1 Payments, the third sentence is amended to include the additional Consultant fee of \$25,000 and shall read as follows: "....shall total payment under this agreement exceed \$220,000.00."

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

|                             |              |
|-----------------------------|--------------|
| Original Agreement          | \$180,000.00 |
| Supplemental Agreement No.1 | \$15,000.00  |
| Supplemental Agreement No.2 | \$25,000.00  |
| Grand Total                 | \$220,000.00 |

3. Article III, Section 3.3 of the Original Agreement, "TIME OF PERFORMANCE", is amended to provide that all work shall be completed by 31<sup>st</sup> January 2012.

IN WITNESS WHEREOF, the parties hereto have executed this SUPPLEMENTAL AGREEMENT NO. 2 as of the day and year first above written.

CITY OF LAKE STEVENS

LMN Architects

By: \_\_\_\_\_  
Vern Little, Mayor

By: \_\_\_\_\_  
Its \_\_\_\_\_

ATTEST/AUTHENTICATED:

\_\_\_\_\_  
City Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
Lake Stevens City Attorney

EXHIBIT A1

FEHR & PEERS

March 29, 2011

Mick Monken  
Director of Public Works  
City of Lake Stevens  
1820 Main Street  
Lake Stevens, WA 98258

Re: Lake Stevens Center Circulation Study

Dear Mr. Monken:

Fehr & Peers is pleased to submit this scope of work to review and develop short-and mid-range circulation solutions for the Lake Stevens Center that are compatible with the long-term vision for the area. Our scope of work is based on our meetings with you and Gibson Traffic Consultants. We envision that this scope of work will be incorporated as an amendment to the existing contract between LMN Architects and the City of Lake Stevens.

Attachment A summarizes the proposed scope of work for the Lake Stevens Center Circulation Study and Attachment B summarizes the proposed budget. Please note that because of the flexibility required for these types of analyses, we have included a small contingency in the budget. This contingency will allow us to evaluate issues and solutions that are not clear at the outset of the project without the need for a budget amendment. We will only utilize the contingency funding with your written consent.

We look forward to working with you on this exciting project. Please contact me if you have any questions.

Sincerely,

FEHR & PEERS



Chris Breiland, PE  
Senior Transportation Engineer



Tom Noguchi, PTP  
Principal

SE11-0216

## Attachment A – Scope of Work

This scope of work describes the steps that the consultant team will undertake to evaluate circulation issues and solutions in the Lake Stevens Center (LSC) area.

### Task 1: Data Sharing and Coordination

The consultant team will coordinate to share all relevant traffic analysis data in the area to assist with the related Subarea planning project. This data will include available Synchro files, traffic counts, and traffic signal timing.

### Task 2: Qualitative Review of City's Issues and Early Solutions

We will perform an initial review of the circulation issues and solutions identified by the City and documented on a series of aerial photos. This review will include field work to verify the confirm issues, verify feasibility of solutions, and identify other potential ideas. In addition, this task includes one meeting with City staff to review the findings. This review will identify potential solutions that can be implemented with no further analysis and others that will require quantitative analysis assess their merit and potential secondary side-effects.

### Task 3: April 21 LSCC Workshop

The consultant team will work with City staff to develop a format and materials for the April 21 LSC workshop. We will attend and facilitate the discussion at the workshop and synthesize the results of the workshop and identify any new issues or solutions.

### Task 4: Establish Evaluation Criteria

The team will develop criteria by which to measure and prioritize potential short-term improvements, including but not limited to, LOS, safety, vehicle access, and pedestrian connectivity. Our team will seek input from City staff and based on this input, the evaluation criteria will be finalized.

### Task 5: Qualitative Review of Workshop Issues/Solutions

The consultant team will review up to 4 additional circulation issues or potential solutions identified in the public workshop. This is similar to task 2 and will include one meeting with City staff to review the findings.

### Task 6: Quantitative Analysis

The team will perform a quantitative analysis of up to four locations/circulation issues identified in Tasks 2 and 5. This quantitative analysis includes up to eight traffic counts/travel time runs, two hours of additional field work, and one meeting with City staff.

City of Lake Stevens, WA  
March 29, 2011  
Page 3 of 4



#### Task 7: Recommended Improvements List

The consultant team will prepare a recommended list of short-term improvements based on the outcome of the tasks above and the direction the Subarea plans are heading. This list of improvements will also be mapped on an aerial photo. We will attend one meeting with City staff to review the recommended improvement list/map. Based on this meeting we will update the recommended improvements list/map. If any additional quantitative analysis is required because new ideas are discussed, this review will be conducted using the contingency funding.

#### Task 8: Letter Report

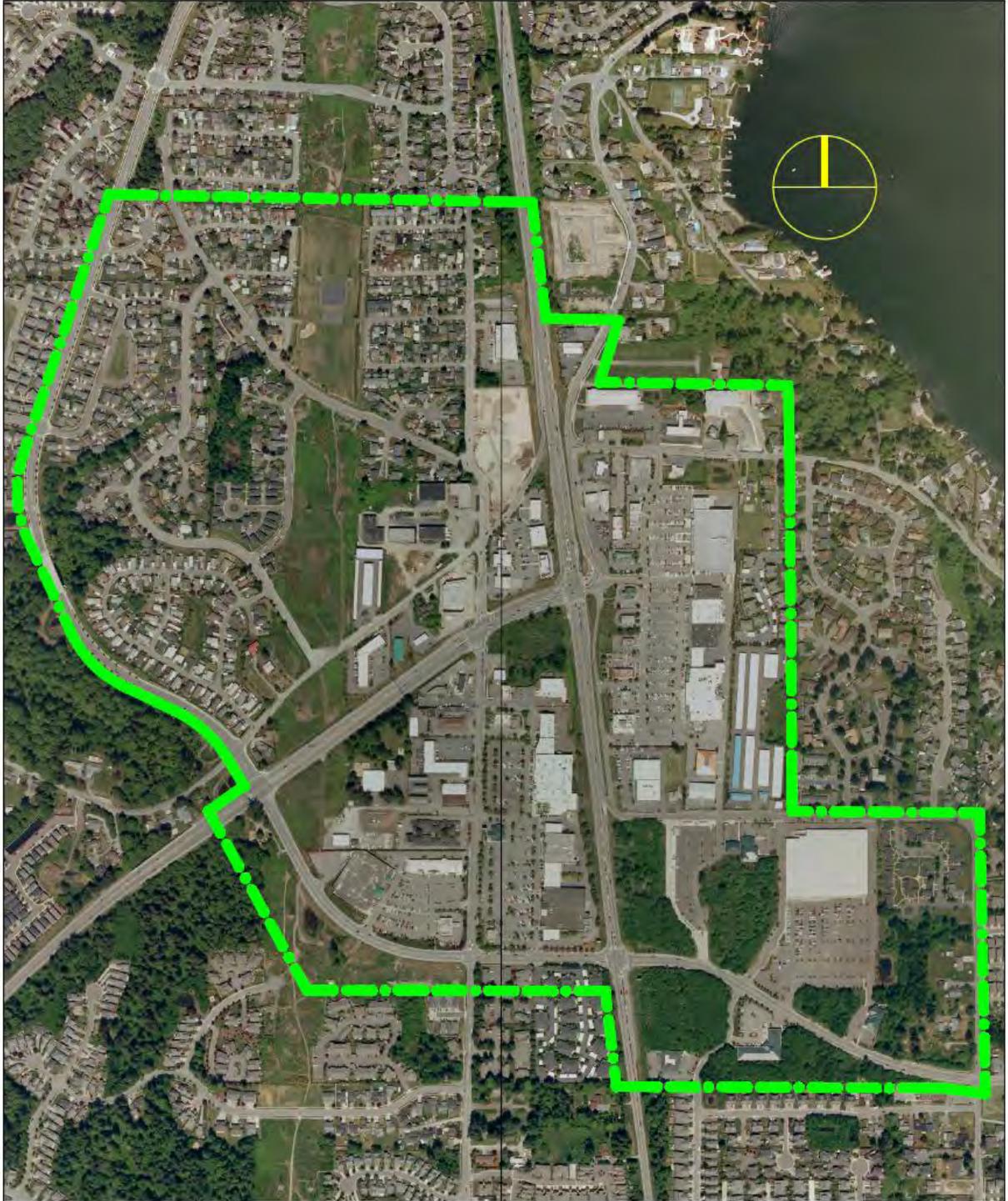
The consultant team will develop a draft letter report summarizing the recommended list of short-term improvements for review by City staff. This letter report will contain an appendix with a summary of the public workshop, analysis calculation sheets, data collection, and other relevant technical information.

Following a two week review period, our team will incorporate the City's comments and produce a final letter report.

Attachment B – Proposed Budget

| Task | Description                                     | Fehr & Peers |       | Gibson Traffic Consultants |           |           | Direct Expenses | Total Cost      |
|------|---|--------------|-------|----------------------------|-----------|-----------|-----------------|-----------------|
|      |   | Chris B      | \$160 | Edward K.                  | Brad      | Maya      |                 |                 |
| 1    | Data Sharing and Coordination                   | 1            |       | \$195                      | 1         | 2         | \$100           | \$695           |
| 2    | Qualitative Review of City's Issues/Solutions   |              |       |                            | 10        | 6         | \$25            | \$2,695         |
| 3    | April 21 LSCC Workshop                          | 6            |       |                            | 6         | 8         | \$75            | \$3,405         |
| 4    | Establish Evaluation Criteria                   | 1            |       |                            | 6         | 3         | \$25            | \$1,715         |
| 5    | Qualitative Review of Workshop Issues/Solutions | 2            |       |                            | 6         | 6         | \$45            | \$2,255         |
| 6    | Quantitative Analysis                           |              |       |                            | 6         | 20        | \$1,400         | \$4,970         |
| 7    | Recommended Improvements List                   | 3            |       |                            | 6         | 6         | \$25            | \$2,395         |
| 8    | Letter Report                                   | 3            |       |                            | 8         | 6         | \$70            | \$3,310         |
|      | <b>Subtotal Hours and Cost</b>                  | <b>16</b>    |       |                            | <b>49</b> | <b>57</b> | <b>\$1,765</b>  | <b>\$21,440</b> |
|      | Contingency                                     |              |       |                            |           |           | \$560           | \$3,000         |
|      | <b>Total with Contingency</b>                   |              |       |                            |           |           |                 | <b>\$25,000</b> |

EXHIBIT B



**Lake Stevens Center Circulation Study**  
**Plan Limits**

Rev: March 2011