

**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, September 12, 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 September 2011 vouchers. Barb

**ACTION ITEMS:**

- \*A. Approve minutes of August 22, 2011 regular meeting. Norma
- \*B. Confirm appointment of Jim Palmer to the Civil Service Commission. Vern
- \*C. Approve Shoreline Master Program (SMP) Supplemental Work Program, schedule and budget. Becky
- \*D. Approve Contract Supplemental No. 1 for Makers for completion of the City SMP process. Becky
- \*E. Approve Economic Development Professional Services Agreement Supplemental No. 1 – Business/ Development Recruitment Services with William Trimm. Becky
- \*F. Approve Professional Services Agreement with Summit Law Group for labor contract negotiations service. Jan
- \*G. Approve new contract with Department of Revenue to continue City business licensing partnership. Norma

**DISCUSSION ITEMS:** \*A. City wide pedestrian connectivity. Mick

**COUNCIL PERSON'S BUSINESS:**

**MAYOR'S BUSINESS:**

**STAFF REPORTS:**

**Lake Stevens City Council Regular Meeting Agenda**

**September 12, 2011**

**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>904686-904753</b>	<b>\$122,183.56</b>
Payroll Checks	<b>32290-32292</b>	<b>\$5,004.59</b>
Claims	<b>32293-32365</b>	<b>\$86,188.44</b>
Electronic Funds Transfers	<b>367-372</b>	<b>\$132,036.52</b>
Void Checks		
Tax Deposit(s)	<b>9/1/2011</b>	<b>\$42,944.90</b>
Total Vouchers Approved:		<b>\$388,358.01</b>

**This 12th day of September 2011:**

\_\_\_\_\_  
 Mayor

\_\_\_\_\_  
 Councilmember

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

\_\_\_\_\_  
 Councilmember

\_\_\_\_\_  
 Councilmember

\_\_\_\_\_  
 Councilmember



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**Direct Deposit Register**

06-Sep-2011

Wells Fargo - AP

**Lake Stevens**

**Direct Deposits to Accounts**

01-Sep-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	\$1,354.38	367	Wells Fargo	121000248	4159656917
101	Assoc. Of Washington Cities	C	\$73,132.45	368	Wells Fargo	121000248	4159656917
9407	Department of Retirement (Pers	C	\$51,222.86	369	Wells Fargo	121000248	4159656917
9408	NATIONWIDE RETIREMENT SOL	C	\$698.25	370	Wells Fargo	121000248	4159656917
1418	Standard Insurance Company	C	\$5,200.08	371	Wells Fargo	121000248	4159656917
9405	Wash State Support Registry	C	\$428.50	372	Wells Fargo	121000248	4159656917
<b>Total:</b>			\$132,036.52		<b>Count:</b>	6.00	

***Direct Deposit Summary***

<i>Type</i>	<i>Count</i>	<i>Total</i>
C	6	\$132,036.52

**Pre-Note Transactions**

## Detail Check Register

06-Sep-11

Lake Stevens

Check No	Check Date	VendorNo	Vendor	Check Amount	
<b>32293</b>	<b>06-Sep-11</b>	<b>13824</b>	<b>Wash Teamsters Welfare Trust</b>		<b>\$1,464.50</b>
10/2011		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

08-Sep-11

Lake Stevens

Check No	Check Date	VendorNo	Vendor	Check Amount	
<b>32294</b>	<b>12-Sep-11</b>	<b>12646</b>	<b>A-BAT</b>		<b>\$110.00</b>
13597			Annual Backflow Certs	\$110.00	\$0.00
					\$110.00
001010576803100			Parks - Operating Costs	\$110.00	
<b>32295</b>	<b>12-Sep-11</b>	<b>13089</b>	<b>Associated Underwater Services</b>		<b>\$4,108.34</b>
4161			Aerator Inspection	\$4,108.34	\$0.00
					\$4,108.34
410016542405101			Storm Water - Aerator O & M	\$4,108.34	
<b>32296</b>	<b>12-Sep-11</b>	<b>13876</b>	<b>Bitco Software LLC</b>		<b>\$1,086.00</b>
397			Annual Maint PermitTrax	\$1,086.00	\$0.00
					\$1,086.00
001007558006400			Planning - Capital Outlay	\$543.00	
001007559006400			Building Department - Capital	\$543.00	
<b>32297</b>	<b>12-Sep-11</b>	<b>179</b>	<b>Blumenthal Uniforms</b>		<b>\$199.93</b>
894016			Anderson uniform shoes	\$145.74	\$0.00
					\$145.74
001008521002600			Law Enforcment Clothing	\$145.74	
894027			Pepper spray	\$54.19	\$0.00
					\$54.19
001008521003104			Law Enforcement-Operating Cost	\$54.19	
<b>32298</b>	<b>12-Sep-11</b>	<b>11952</b>	<b>Carquest Auto Parts Store</b>		<b>\$367.67</b>
2421-162826			Filters	\$213.63	\$0.00
					\$213.63
101016542004800			Street Fund - Repair & Mainten	\$213.63	
2421-164217			oil/fuel filters	\$144.29	\$0.00
					\$144.29
101016542004800			Street Fund - Repair & Mainten	\$144.29	
2421-164566			Brake cleaner	\$9.75	\$0.00
					\$9.75
101016542004800			Street Fund - Repair & Mainten	\$9.75	
<b>32299</b>	<b>12-Sep-11</b>	<b>258</b>	<b>Champion Bolt &amp; Supply Inc</b>		<b>\$65.43</b>
539431			Anchor Bolts	\$65.43	\$0.00
					\$65.43
001010576803103			Parks-Lundeen-Operating Costs	\$65.43	
<b>32300</b>	<b>12-Sep-11</b>	<b>274</b>	<b>City of Everett</b>		<b>\$175.00</b>
111002378			Lab analysis	\$175.00	\$0.00
					\$175.00
410016531503101			G1000229 - DOE Grant Exp	\$175.00	
<b>32301</b>	<b>12-Sep-11</b>	<b>276</b>	<b>City Of Lake Stevens</b>		<b>\$87.55</b>
1016			Retainage New Chapter	\$52.50	\$0.00
					\$52.50
001013531008000			General Government-Aquafest	\$52.50	

# Detail Check Register

08-Sep-11

Lake Stevens

Check No	Check Date	VendorNo	Vendor			Check Amount
1024			Retainage - New Chapter	\$35.05	\$0.00	\$35.05
001007558004100			Planning - Professional Servic	\$1.15		
001007559004100			Building Department - Professi	\$1.15		
001008521004100			Law Enforcement - Professional	\$20.10		
001013519904100			General Government - Professio	\$5.75		
001013555504100			Community Center - Cleaning	\$4.60		
101016542004100			Street Fund - Professional Ser	\$1.15		
410016542404101			Storm Water - Professional Ser	\$1.15		
<b>32302</b>	<b>12-Sep-11</b>	<b>290</b>	<b>Co-Op Supply</b>			<b>\$28.25</b>
198326			Propane	\$28.25	\$0.00	\$28.25
101016542004800			Street Fund - Repair & Mainten	\$28.25		
<b>32303</b>	<b>12-Sep-11</b>	<b>13030</b>	<b>COMCAST</b>			<b>\$109.90</b>
08/11 0827887			Communications	\$109.90	\$0.00	\$109.90
001003513104200			Administration-Communications	\$2.20		
001003514104200			City Clerks-Communications	\$2.20		
001003516104200			Human Resources-Communications	\$6.59		
001003518104200			IT Dept-Communications	\$4.40		
001004514234200			Finance - Communications	\$4.40		
001007558004200			Planning - Communication	\$17.58		
001008521004200			Law Enforcement - Communicatio	\$63.74		
001010576804200			Parks - Communication	\$2.93		
101016542004200			Street Fund - Communications	\$2.93		
410016542404200			Storm Water - Communications	\$2.93		
<b>32304</b>	<b>12-Sep-11</b>	<b>13030</b>	<b>COMCAST</b>			<b>\$98.95</b>
08/11 0443150			Communications	\$98.95	\$0.00	\$98.95
001003513104200			Administration-Communications	\$1.98		
001003514104200			City Clerks-Communications	\$1.98		
001003516104200			Human Resources-Communications	\$5.94		
001003518104200			IT Dept-Communications	\$3.96		
001004514234200			Finance - Communications	\$3.96		
001007558004200			Planning - Communication	\$15.83		
001008521004200			Law Enforcement - Communicatio	\$57.39		
001010576804200			Parks - Communication	\$2.64		
101016542004200			Street Fund - Communications	\$2.64		
410016542404200			Storm Water - Communications	\$2.63		
<b>32305</b>	<b>12-Sep-11</b>	<b>13030</b>	<b>COMCAST</b>			<b>\$64.90</b>
08/11 0630988			Communications	\$64.90	\$0.00	\$64.90
001008521004200			Law Enforcement - Communicatio	\$64.90		
<b>32306</b>	<b>12-Sep-11</b>	<b>13030</b>	<b>COMCAST</b>			<b>\$64.90</b>
08/11 0692756			Communications	\$64.90	\$0.00	\$64.90

# Detail Check Register

08-Sep-11

Lake Stevens

Check No	Check Date	VendorNo	Vendor	Check Amount	
001008521004200			Law Enforcement - Communicatio	\$64.90	
<b>32307</b>	<b>12-Sep-11</b>	<b>322</b>	<b>Concrete NorWest</b>		<b>\$86.29</b>
757122			Cobbles	\$86.29	\$0.00
101016542004104			Prof Svc- Roundabout Landscap	\$86.29	
<b>32308</b>	<b>12-Sep-11</b>	<b>91</b>	<b>Corporate Office Supply</b>		<b>\$930.72</b>
117355			Thermal Rolls	(\$20.58)	\$0.00
001004514233100			Finance - Office Supplies	(\$20.58)	
117747i			Toner/Germx Hand sanitizer	\$116.68	\$0.00
001003513103100			Administration - Office Supply	\$9.22	
001004514233100			Finance - Office Supplies	\$107.46	
119187i			Supplies	\$78.68	\$0.00
001013519903100			General Government - Operating	\$78.68	
119971i			Supplies	\$272.52	\$0.00
001003513103100			Administration - Office Supply	\$159.80	
001013519903100			General Government - Operating	\$112.72	
119987i			Supplies	\$173.54	\$0.00
001003513103100			Administration - Office Supply	\$0.00	
001013519903100			General Government - Operating	\$173.54	
120031			Label	(\$34.86)	\$0.00
001003514103100			City Clerks-Office Supplies	(\$34.86)	
120058i			office spplies/paper	\$308.27	\$0.00
001008521003100			Law Enforcement - Office Suppl	\$308.27	
120089i			office spplies/paper	\$36.47	\$0.00
001008521003100			Law Enforcement - Office Suppl	\$36.47	
<b>32309</b>	<b>12-Sep-11</b>	<b>13545</b>	<b>DataQuest LLC</b>		<b>\$38.50</b>
20110831			Background check	\$38.50	\$0.00
001003516104100			Human Resources-Professional S	\$38.50	
<b>32310</b>	<b>12-Sep-11</b>	<b>13182</b>	<b>Dean Thomas</b>		<b>\$46.00</b>
8/30/11			Travel - Missouri - Thomas	\$46.00	\$0.00
001008521004300			Law Enforce - Travel & Mtgs	\$46.00	
<b>32311</b>	<b>12-Sep-11</b>	<b>13265</b>	<b>Dennis A. Irwin</b>		<b>\$646.00</b>

# Detail Check Register

08-Sep-11

Lake Stevens

Check No	Check Date	VendorNo	Vendor		Check Amount
6/27-9/2/11			Dep Care Reimb	\$600.00	\$600.00
001000281000000			Payroll Liabilities	\$600.00	
8/30/11			Travel - Missouri - Irwin	\$46.00	\$46.00
001008521004300			Law Enforce - Travel & Mtgs	\$46.00	
<b>32312</b>	<b>12-Sep-11</b>	<b>13027</b>	<b>DEPARTMENT OF LICENSING</b>		<b>\$180.00</b>
964184-243			Weapons permits	\$180.00	\$180.00
633008586000000			Gun Permit - State Remittance	\$180.00	
<b>32313</b>	<b>12-Sep-11</b>	<b>13027</b>	<b>DEPARTMENT OF LICENSING</b>		<b>\$108.00</b>
964187-241			Weapons permits	\$108.00	\$108.00
633008586000000			Gun Permit - State Remittance	\$108.00	
<b>32314</b>	<b>12-Sep-11</b>	<b>12800</b>	<b>DEPT OF CORRECTIONS</b>		<b>\$255.90</b>
MCC4591 0711			Maintenance	\$255.90	\$255.90
001010576804800			Parks - Repair & Maintenance	\$179.63	
101016542004800			Street Fund - Repair & Mainten	\$76.27	
<b>32315</b>	<b>12-Sep-11</b>	<b>13497</b>	<b>Direct Carpet Services</b>		<b>\$258.58</b>
46346			PD carpet cleaning	\$258.58	\$258.58
001008521004800			Law Enforcement - Repair & Mai	\$258.58	
<b>32316</b>	<b>12-Sep-11</b>	<b>473</b>	<b>Electronic Business Machines</b>		<b>\$188.08</b>
067799			Copier Maintenance	\$84.52	\$84.52
001007558004800			Planning - Repairs & Maint.	\$42.26	
101016542004800			Street Fund - Repair & Mainten	\$21.13	
410016542404800			Storm Water - Repairs & Maint.	\$21.13	
067822			Copier Maintenance	\$206.73	\$206.73
001008521004800			Law Enforcement - Repair & Mai	\$206.73	
38983a			Toner	(\$103.17)	(\$103.17)
001007558003100			Planning - Office Supplies	(\$51.59)	
101016542003101			Street Fund Office Supplies	(\$51.58)	
<b>32317</b>	<b>12-Sep-11</b>	<b>13468</b>	<b>Feldman &amp; Lee</b>		<b>\$5,250.00</b>
08/31/11			Public defender services	\$5,250.00	\$5,250.00
001013512800000			Court Appointed Attorney Fees	\$5,250.00	
<b>32318</b>	<b>12-Sep-11</b>	<b>549</b>	<b>Foster Press</b>		<b>\$180.06</b>
28190			Labels	\$180.06	\$180.06

# Detail Check Register

08-Sep-11

Lake Stevens

Check No	Check Date	VendorNo	Vendor	Check Amount	
410016531503104		DOE-G1100060	SW Capacity Exp	\$180.06	
<b>32319</b>	<b>12-Sep-11</b>	<b>13764</b>	<b>Frontier</b>		<b>\$64.93</b>
08/13/11			Communitcations	\$60.90	\$0.00
001013519904200			General Government - Communica	\$20.30	
101016542004200			Street Fund - Communications	\$20.30	
410016542404200			Storm Water - Communications	\$20.30	
08/19/11			Communitcations	\$4.03	\$0.00
001008521004200			Law Enforcement - Communicatio	\$4.03	
<b>32320</b>	<b>12-Sep-11</b>	<b>13486</b>	<b>GeoLine Bellevue</b>		<b>\$10.14</b>
311185			Fiberglass Tape	\$10.14	\$0.00
101016542003102			Street Fund Operating Costs	\$10.14	
<b>32321</b>	<b>12-Sep-11</b>	<b>13785</b>	<b>Group Health Coop</b>		<b>\$230.00</b>
64001784			Medical testing	\$230.00	\$0.00
001010576804100			Parks - Professional Services	\$165.00	
101016542004100			Street Fund - Professional Ser	\$32.50	
410016542404101			Storm Water - Professional Ser	\$32.50	
<b>32322</b>	<b>12-Sep-11</b>	<b>673</b>	<b>Home Depot</b>		<b>\$616.13</b>
2133493			dock repair	\$193.84	\$0.00
001010576804800			Parks - Repair & Maintenance	\$193.84	
2133495			Supplies	\$151.88	\$0.00
001010576803100			Parks - Operating Costs	\$30.00	
001013555504800			Community Center - Repair & M	\$121.88	
8072143			Supplies	\$270.41	\$0.00
101016542004800			Street Fund - Repair & Mainten	\$270.41	
<b>32323</b>	<b>12-Sep-11</b>	<b>13877</b>	<b>IBP</b>		<b>\$49.62</b>
111991			Hudson commission cards	\$49.62	\$0.00
001008521002600			Law Enforcment Clothing	\$49.62	
<b>32324</b>	<b>12-Sep-11</b>	<b>13232</b>	<b>Integra Telecom, Inc</b>		<b>\$852.85</b>
8645863			Communications	\$852.85	\$0.00

# Detail Check Register

08-Sep-11

Lake Stevens

Check No	Check Date	VendorNo	Vendor	Check Amount	
001003513104200			Administration-Communications	\$6.64	
001003514104200			City Clerks-Communications	\$7.75	
001003516104200			Human Resources-Communications	\$7.19	
001003518104200			IT Dept-Communications	\$18.81	
001004514234200			Finance - Communications	\$14.94	
001007558004200			Planning - Communication	\$55.23	
001007559004200			Building Department - Communci	\$36.87	
001008521004200			Law Enforcement - Communicatio	\$141.78	
001010575304200			Historical - Communications	\$36.87	
001013519904200			General Government - Communica	\$247.03	
001013555504200			Commnity Center-Communication	\$36.87	
101016542004200			Street Fund - Communications	\$120.26	
410016542404200			Storm Water - Communications	\$122.61	
<b>32325</b>	<b>12-Sep-11</b>	<b>12648</b>	<b>IRON MOUNTAIN QUARRY LLC</b>		<b>\$76.58</b>
0196220			2 man rock	\$76.58	\$0.00
101016542004800			Street Fund - Repair & Mainten	\$76.58	
<b>32326</b>	<b>12-Sep-11</b>	<b>13162</b>	<b>Jackelyn Eilert</b>		<b>\$267.21</b>
6/17-8/23/11			Unreimbursed Medical	\$267.21	\$0.00
001000281000000			Payroll Liabilities	\$267.21	
<b>32327</b>	<b>12-Sep-11</b>	<b>13177</b>	<b>James Barnes</b>		<b>\$160.00</b>
08/15/11			Travel - WSSO - Barnes	\$81.00	\$0.00
001008521004300			Law Enforce - Travel & Mtgs	\$81.00	
09/01/11			Travel - Marine Conf - Barnes	\$79.00	\$0.00
001008521004301			Boating - Travel/Training	\$79.00	
<b>32328</b>	<b>12-Sep-11</b>	<b>11847</b>	<b>Janet Berg</b>		<b>\$183.28</b>
08/29/11			Travel - Berg	\$183.28	\$0.00
001003513104300			Administration - Travel & Mtgs	\$133.62	
001013519903100			General Government - Operating	\$49.66	
<b>32329</b>	<b>12-Sep-11</b>	<b>13327</b>	<b>Jennifer Anderson</b>		<b>\$390.00</b>
Sept 2011			Dep Care Reimb	\$390.00	\$0.00
001000281000000			Payroll Liabilities	\$390.00	
<b>32330</b>	<b>12-Sep-11</b>	<b>13863</b>	<b>Johns Cleaning Service</b>		<b>\$275.23</b>
629			Uniform cleaning	\$275.23	\$0.00
001008521002600			Law Enforcment Clothing	\$275.23	
<b>32331</b>	<b>12-Sep-11</b>	<b>12874</b>	<b>KANDY BROWN</b>		<b>\$5.99</b>

# Detail Check Register

08-Sep-11

Lake Stevens

Check No	Check Date	VendorNo	Vendor		Check Amount
08/23/11			Supplies	\$5.99	\$5.99
001008521003104			Law Enforcement-Operating Cost	\$5.99	
<b>32332</b>	<b>12-Sep-11</b>	<b>812</b>	<b>Kesselring Gun Shop</b>		<b>\$265.10</b>
28379			Range/Explorer Ammo (academy)	\$265.10	\$265.10
001008521003104			Law Enforcement-Operating Cost	\$265.10	
<b>32333</b>	<b>12-Sep-11</b>	<b>11777</b>	<b>Lake Stevens Fire</b>		<b>\$95.00</b>
5664			Annual inspection PD	\$95.00	\$95.00
001008521003104			Law Enforcement-Operating Cost	\$95.00	
<b>32334</b>	<b>12-Sep-11</b>	<b>852</b>	<b>Lake Stevens Journal</b>		<b>\$278.05</b>
75635			Advertising - legal	\$30.15	\$30.15
101016542004400			Street Fund - Advertising	\$30.15	
75636			Advertising - legal	\$73.70	\$73.70
001007558004400			Planning - Advertising	\$73.70	
75637			Advertising - legal	\$53.60	\$53.60
001007558004400			Planning - Advertising	\$53.60	
75670			Advertising - legal	\$56.95	\$56.95
001007558004400			Planning - Advertising	\$56.95	
75671			Advertising - legal	\$63.65	\$63.65
001007558004400			Planning - Advertising	\$63.65	
<b>32335</b>	<b>12-Sep-11</b>	<b>854</b>	<b>Lake Stevens Mini Mart</b>		<b>\$130.33</b>
June/July 2011			Fuel	\$130.33	\$130.33
001008521003202			Boating - Fuel	\$130.33	
<b>32336</b>	<b>12-Sep-11</b>	<b>12751</b>	<b>LAKE STEVENS POLICE GUILD</b>		<b>\$876.00</b>
09/01/11			Union dues	\$876.00	\$876.00
001000281000000			Payroll Liabilities	\$876.00	
<b>32337</b>	<b>12-Sep-11</b>	<b>9340</b>	<b>Lake Stevens School District</b>		<b>\$1,125.00</b>
8375			Advertising	\$1,125.00	\$1,125.00
001013519903100			General Government - Operating	\$1,125.00	
<b>32338</b>	<b>12-Sep-11</b>	<b>12341</b>	<b>LASTING IMPRESSIONS, INC.</b>		<b>\$113.38</b>
29147			Shirts	\$113.38	\$113.38

# Detail Check Register

08-Sep-11

Lake Stevens

Check No	Check Date	VendorNo	Vendor	Check Amount	
001008521002600			Law Enforcment Clothing	\$113.38	
<b>32339</b>	<b>12-Sep-11</b>	<b>12841</b>	<b>Law Offices of Weed, Graafstra</b>		<b>\$5,669.00</b>
92			Prof services	\$5,669.00	\$0.00 \$5,669.00
001005515204100			Legal - Professional Service	\$3,401.40	
101016542004100			Street Fund - Professional Ser	\$1,700.70	
410016542404101			Storm Water - Professional Ser	\$566.90	
<b>32340</b>	<b>12-Sep-11</b>	<b>13404</b>	<b>LexisNexis</b>		<b>\$108.60</b>
1420700-20110731			Prof services	\$54.30	\$0.00 \$54.30
001008521004100			Law Enforcement - Professional	\$54.30	
1420700-20110831			Prof services	\$54.30	\$0.00 \$54.30
001008521004100			Law Enforcement - Professional	\$54.30	
<b>32341</b>	<b>12-Sep-11</b>	<b>13875</b>	<b>LK Rufener Consulting Srv LLC</b>		<b>\$4,187.50</b>
11-002			Prof services	\$4,187.50	\$0.00 \$4,187.50
001008521004100			Law Enforcement - Professional	\$4,187.50	
<b>32342</b>	<b>12-Sep-11</b>	<b>12215</b>	<b>LOWES COMPANIES</b>		<b>\$57.56</b>
911957			Cedar shakes and rail	\$57.56	\$0.00 \$57.56
410016542404800			Storm Water - Repairs & Maint.	\$57.56	
<b>32343</b>	<b>12-Sep-11</b>	<b>934</b>	<b>M. LEE SMITH PUBLISHERS and</b>		<b>\$387.00</b>
14585591-R3			Wash Empl Law Letters	\$387.00	\$0.00 \$387.00
001003516104101			Human Resources-Staff Developm	\$387.00	
<b>32344</b>	<b>12-Sep-11</b>	<b>13774</b>	<b>Maltby Container &amp; Recycling</b>		<b>\$410.00</b>
20653			Dump fees	\$365.00	\$0.00 \$365.00
101016542004800			Street Fund - Repair & Mainten	\$365.00	
20692			Dump fees	\$45.00	\$0.00 \$45.00
101016542004800			Street Fund - Repair & Mainten	\$45.00	
<b>32345</b>	<b>12-Sep-11</b>	<b>13711</b>	<b>New Chapter Cleaning</b>		<b>\$1,663.45</b>
1016			Aquafest Janitorial Services	\$997.50	\$0.00 \$997.50
001013531008000			General Government-Aquafest	\$997.50	
1024			Janitorial Services	\$665.95	\$0.00 \$665.95

# Detail Check Register

08-Sep-11

Lake Stevens

Check No	Check Date	VendorNo	Vendor	Check Amount	
001007558004100			Planning - Professional Servic	\$21.85	
001007559004100			Building Department - Professi	\$21.85	
001008521004100			Law Enforcement - Professional	\$381.90	
001013519904100			General Government - Professio	\$109.25	
001013555504100			Community Center - Cleaning	\$87.40	
101016542004100			Street Fund - Professional Ser	\$21.85	
410016542404101			Storm Water - Professional Ser	\$21.85	
<b>32346</b>	<b>12-Sep-11</b>	<b>12684</b>	<b>NORTHWEST CASCADE INC.</b>		<b>\$90.00</b>
1-337783			Equipment rental	\$90.00	\$0.00
001010576804500			Parks - Equipment Rental	\$90.00	
<b>32347</b>	<b>12-Sep-11</b>	<b>12450</b>	<b>PITNEY BOWES</b>		<b>\$176.00</b>
2815967-AU11			Postage machine rental	\$176.00	\$0.00
001013519904500			General Government-Equip Renta	\$176.00	
<b>32348</b>	<b>12-Sep-11</b>	<b>12722</b>	<b>SHRED-it WESTERN WASHINGTON</b>		<b>\$49.50</b>
101140143			shredding services	\$49.50	\$0.00
001008521003104			Law Enforcement-Operating Cost	\$49.50	
<b>32349</b>	<b>12-Sep-11</b>	<b>13878</b>	<b>Snohomish Conservation Dist</b>		<b>\$2,430.46</b>
274			LID Demo	\$2,430.46	\$0.00
410016531503106			DOE - G1100280 LID Grant Exp	\$2,430.46	
<b>32350</b>	<b>12-Sep-11</b>	<b>13322</b>	<b>Snohomish County Cities</b>		<b>\$20.00</b>
08/19/11			Sno County Cities meeting	\$20.00	\$0.00
001001511604300			Legislative - Travel & Mtgs	\$20.00	
<b>32351</b>	<b>12-Sep-11</b>	<b>1382</b>	<b>Snohomish County Public Works</b>		<b>\$4,585.18</b>
I000282048			Equipment repair	\$4,585.18	\$0.00
001008521004800			Law Enforcement - Repair & Mai	\$4,585.18	
<b>32352</b>	<b>12-Sep-11</b>	<b>12961</b>	<b>SNOHOMISH COUNTY PUD</b>		<b>\$18,520.13</b>
103772001			Utilities - electric	\$253.31	\$0.00
101016542630000			Street Fund - Street Lighting	\$253.31	
107089472			Utilities - electric	\$6,554.88	\$0.00
410016542404700			Storm Water-Aerat. Utilities	\$6,554.88	
136870677			Utilities - electric	\$338.65	\$0.00
101016542630000			Street Fund - Street Lighting	\$338.65	

# Detail Check Register

08-Sep-11

Lake Stevens

Check No	Check Date	VendorNo	Vendor		Check Amount
146827580			Utilities - electric	\$259.48	\$0.00 \$259.48
101016542630000			Street Fund - Street Lighting	\$259.48	
146829484			Utilities - electric	\$8,938.57	\$0.00 \$8,938.57
101016542630000			Street Fund - Street Lighting	\$8,938.57	
146829485			Utilities - electric	\$788.29	\$0.00 \$788.29
101016542630000			Street Fund - Street Lighting	\$788.29	
150137500			Utilities - electric	\$285.84	\$0.00 \$285.84
001013519904700			General Government - Utilities	\$285.84	
163364978			Utilities - electric	\$1,101.11	\$0.00 \$1,101.11
101016542630000			Street Fund - Street Lighting	\$1,101.11	
<b>32353</b>	<b>12-Sep-11</b>	<b>12961</b>	<b>SNOHOMISH COUNTY PUD</b>		<b>\$636.53</b>
117051662			Utilities - electric	\$27.88	\$0.00 \$27.88
001010576804700			Parks - Utilities	\$27.88	
117052603			Utilities - electric	\$64.48	\$0.00 \$64.48
001010576804700			Parks - Utilities	\$64.48	
123694141			Utilities - electric	\$228.75	\$0.00 \$228.75
101016542630000			Street Fund - Street Lighting	\$228.75	
130322747			Utilities - electric	\$112.54	\$0.00 \$112.54
101016542630000			Street Fund - Street Lighting	\$112.54	
143507015			Utilities - electric	\$202.88	\$0.00 \$202.88
001010576804700			Parks - Utilities	\$67.63	
101016542004700			Street Fund - Utilities	\$67.63	
410016542404701			Storm Water Utilities	\$67.62	
<b>32354</b>	<b>12-Sep-11</b>	<b>1387</b>	<b>SNOHOMISH COUNTY TOURISM</b>		<b>\$735.00</b>
LKST1210			Visitor Info Center Contract 2011	\$735.00	\$0.00 \$735.00
001013519904903			General Government - Visitor C	\$735.00	
<b>32355</b>	<b>12-Sep-11</b>	<b>13865</b>	<b>Storm Lake Growers</b>		<b>\$646.65</b>
11-568			Plantings/Roundabout	\$646.65	\$0.00 \$646.65
101016542004104			Prof Svc- Roundabout Landscap	\$646.65	
<b>32356</b>	<b>12-Sep-11</b>	<b>12579</b>	<b>SUMMIT LAW GROUP</b>		<b>\$969.00</b>

# Detail Check Register

08-Sep-11

Lake Stevens

Check No	Check Date	VendorNo	Vendor	Check Amount		
52677			Professional services	\$969.00	\$0.00	\$969.00
001008521004100			Law Enforcement - Professional	\$969.00		
<b>32357</b>	<b>12-Sep-11</b>	<b>11787</b>	<b>Teamsters Local No. 763</b>			<b>\$544.50</b>
09/01/11			Union Dues	\$544.50	\$0.00	\$544.50
001000281000000			Payroll Liabilities	\$544.50		
<b>32358</b>	<b>12-Sep-11</b>	<b>1491</b>	<b>The Everett Herald</b>			<b>\$77.00</b>
1746801			Advertising - Legal	\$77.00	\$0.00	\$77.00
001007558004400			Planning - Advertising	\$77.00		
<b>32359</b>	<b>12-Sep-11</b>	<b>11788</b>	<b>United Way of Snohomish Co.</b>			<b>\$257.68</b>
09/01/11			Employee contributions	\$257.68	\$0.00	\$257.68
001000281000000			Payroll Liabilities	\$257.68		
<b>32360</b>	<b>12-Sep-11</b>	<b>13045</b>	<b>UPS</b>			<b>\$31.09</b>
74Y42331			Evidences shipping	\$1.43	\$0.00	\$1.43
001008521004200			Law Enforcement - Communicatio	\$1.43		
74Y42351			Evidence shipping	\$29.66	\$0.00	\$29.66
001008521004200			Law Enforcement - Communicatio	\$29.66		
<b>32361</b>	<b>12-Sep-11</b>	<b>1579</b>	<b>VILLAGE ACE HARDWARE</b>			<b>\$1,348.09</b>
08/31/11			Supplies	\$1,348.09	\$0.00	\$1,348.09
001008521003104			Law Enforcement-Operating Cost	\$16.26		
001008521004800			Law Enforcement - Repair & Mai	\$63.44		
001010576804800			Parks - Repair & Maintenance	\$283.55		
001012572504800			Library - Repair & Maint.	\$6.51		
001013519903100			General Government - Operating	\$35.38		
001013519904800			General Government - Repair/Ma	\$29.46		
001013531008000			General Government-Aquafest	\$34.73		
001013555504800			Community Center - Repair & M	\$61.33		
001013555506400			New Senior Center	\$26.05		
101016542003102			Street Fund Operating Costs	\$93.35		
101016542004800			Street Fund - Repair & Mainten	\$178.29		
101016543504802			Facilities R&M (City Shop)	\$128.25		
410016531503106			DOE - G1100280 LID Grant Exp	\$316.75		
410016542404800			Storm Water - Repairs & Maint.	\$74.74		
<b>32362</b>	<b>12-Sep-11</b>	<b>1584</b>	<b>WA Assoc. Of Sheriffs and Poli</b>			<b>\$150.00</b>
DUES2011-00526			Dues - Lorentzen	\$75.00	\$0.00	\$75.00
001008521004900			Law Enforcement - Miscellaneou	\$75.00		

# Detail Check Register

08-Sep-11

Lake Stevens

Check No	Check Date	VendorNo	Vendor		Check Amount	
DUES2011-00530			Dues - Ubert	\$75.00	\$0.00	\$75.00
001008521004900			Law Enforcement - Miscellaneou	\$75.00		
<b>32363</b>	<b>12-Sep-11</b>	<b>13843</b>	<b>Weinman Consulting LLC</b>			<b>\$12,465.00</b>
1 20th St			Professional services - 20th St	\$3,724.43	\$0.00	\$3,724.43
001007558804111			Planning-Economic Development	\$3,724.43		
2 LS Ctr			Professional services	\$1,137.50	\$0.00	\$1,137.50
001007558804111			Planning-Economic Development	\$1,137.50		
5 20th St			Professional services - 20th St	\$4,445.38	\$0.00	\$4,445.38
001007558804111			Planning-Economic Development	\$4,445.38		
5 LS Ctr			Professional services - LS Center	\$3,157.69	\$0.00	\$3,157.69
001007558804111			Planning-Economic Development	\$3,157.69		
<b>32364</b>	<b>12-Sep-11</b>	<b>1653</b>	<b>Westside Fire and Safety Suppl</b>			<b>\$543.00</b>
090545			extinguisher inspections	\$543.00	\$0.00	\$543.00
001013519904800			General Government - Repair/Ma	\$543.00		
<b>32365</b>	<b>12-Sep-11</b>	<b>12845</b>	<b>ZACHOR &amp; THOMAS, INC. P.S.</b>			<b>\$7,166.25</b>
538			Prosecutor services	\$7,166.25	\$0.00	\$7,166.25
001013515210000			Prosecutor fees	\$7,166.25		
<b>Total Of Checks:</b>						<b>\$84,723.94</b>

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

Monday, August 22, 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, Marcus Tageant, Neal Dooley and John Spencer

COUNCILMEMBERS ABSENT: Suzanne Quigley and Kathy Holder

STAFF MEMBERS PRESENT: City Attorney Cheryl Beyer, Finance Director/Treasurer Barb Lowe, Human Resource Director Steve Edin, Police Chief Randy Celori, and City Clerk/Admin. Asst. Norma Scott

OTHERS: Marcus Cravens

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**Excused Absences.** Councilmember Spencer moved to excused Councilmembers Quigley and Holder, seconded by Councilmember Tageant; motion carried unanimously. (5-0-0-2)

**Guest Business.** None

**Consent Agenda.** Councilmember Dooley moved to approve Consent Agenda for August 2011 vouchers (Payroll Direct Deposits 904627-904685 for \$137,678.28; Payroll Checks 32219-32223 for \$7,760.00, Claims 32224-32289 for \$120,279.69, Electronic Funds Transfers 363-366 for \$4,751.26, Void Checks 32188 for deduct of \$41.50, Tax Deposit 8.15.11 for \$52,116.32 for total vouchers approved of \$322,544.05), seconded by Councilmember Somers; motion carried unanimously. (5-0-0-2)

**Public Hearing in consideration of adopting Resolution No. 2011011, providing findings of fact pertaining to a six-month medical marijuana moratorium and related work plan.**

City Clerk Scott read the public hearing procedure. Senior Planner Wright reported the moratorium is in response to State regulation changes to broaden and provide for collective gardens but the Governor vetoed part of the legislation because of conflicts with the Federal law. The State legislation changed to allow collective gardens to produce medical cannabis which would operate as a non-profit organization for card holding patients. The following State rules apply to collective gardens: 10 qualifying patients may participate in a single garden; 15 plants /patient, up to a maximum of 45 plants in a single garden; and 24 ounces of usable medical cannabis/ patient, and up to a total of 72 ounces at a single garden. Three ways to approach this: regulating, zoning, or just allow anywhere in the City. Proposed zoning regulation may include: limiting garden location to certain zoning district; requiring gardens to be indoor gardens only; requiring minimum spacing between gardens; requiring minimum distances from schools, daycares and other similar uses; and requiring a permit for establishing the garden. It is in the best interest of the City to establish zoning and regulations within the next 6 months. No written testimony was received. Findings will be adopted within 60 days of the moratorium and staff has established a work plan. No current dispensaries applied for at this

time. Moratoria can be extended for additional six months with a public hearing required for the extension.

Councilmember Somers noted on Page 18 it say there is no business license or taxing, then on Page 32 it says the City can require a business license. City Attorney Beyer responded this is still under discussion.

Public comments. Marcus Cravens, 11709 34<sup>th</sup> Street NE, is an advocate. Marijuana is healthier than the list of prescriptions needed for some health issues. He has been on medical marijuana for two years for several medical issues. Several cities have already adopted ordinances. He receives marijuana from someone in Mukilteo. It takes 5 months to make your own and if you live in a nursing home you can't grow it. Dispensary or collective garden is the safest method.

MOTION: Councilmember Spencer moved to close the Public Hearing, seconded by Councilmember Tageant; motion carried unanimously. (5-0-0-2)

MOTION: Councilmember Spencer moved to close the public hearing process regarding Resolution No. 2011-11, seconded by Councilmember Somers; motion carried unanimously. (5-0-0-2)

MOTION: Councilmember Dooley moved to adopt Resolution 2011-11 providing findings of fact pertaining to a six –month medical marijuana moratorium and related work plan, seconded by Councilmember Somers; motion carried unanimously. (5-0-0-2)

**Approve minutes of August 8, 2011 regular Council meeting.** Councilmember Somers moved to approve minutes of August 8 Council meeting, seconded by Councilmember Spencer; motion carried with Councilmember Tageant abstaining. (4-0-1-2)

**Approve Resolution No. 2011-10, Public Records Act Rules Policy.** City Clerk Scott noted that the policy is required by State law and provides for broad access to public records requests.

MOTION: Councilmember Tageant moved to approve Resolution No. 2011-10, Public Records Act Rules Policy, seconded by Councilmember Spencer; motion carried unanimously. (5-0-0-2)

**Council Person's Business:** Councilmembers reported on the following: Tageant – Shoreline Master Plan (SMP), Council briefly discussed the SMP meeting; Somers – roundabout is coming along and the Arts Commission is looking for a date for the dedication; Spencer – questioned how can we regulate the loud music on the lake; and Tageant – Ironman was a big success.

**Mayor's Business:** None

**Staff Reports:** Staff reported on the following: Police Chief Celori – reported on an overturned tractor trailer on Highway 9.

Lake Stevens City Council Regular Meeting Minutes

August 22, 2011

**Adjourn.** Councilmember Daughtry moved to adjourn at 7:44 p.m., seconded by Councilmember Dooley; motion carried unanimously. (5-0-0-2)

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

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

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**Office of the Mayor  
Vern Little**



**Memorandum**

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**Date:** September 12, 2011

**To:** Lake Stevens Council Members

**From:**  Mayor Vern Little

**RE:** Appointment of Mr. Jim Palmer as a Civil Service Commissioner

Ms. Cheryl Plumb resigned from the Civil Service Commission on March 30, 2011. On September 6, 2011, Human Resources Director Edin and I interviewed Mr. Jim Palmer for her vacant position. Mr. Palmer has lived in the City for 5 years. He has an extensive background in law enforcement as a past Police Chief for the Town of Mabton, a retired Police Officer from the City of Brier and a Records Clerk for the County. Mr. Palmer clearly demonstrates a strong interest in giving something back to the Lake Stevens Community, and seems to have a good working knowledge of the Civil Service process. It is my recommendation that the Lake Stevens City Council confirm my appointment of Mr. Palmer as a Civil Service Commissioner to finish Ms. Plumb's unexpired term. Mr. Palmer's volunteer application is available at City Hall, if any Council Member should wish to review it.

Thank you for your consideration.



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LAKE STEVENS CITY COUNCIL  
**STAFF REPORT**

**Council Agenda Date:** September 12, 2011

**Subject:** Shoreline Master Program Supplemental Work Program, Schedule and Budget and Contract Supplemental No. 1 – Makers

<b>Contact Person/</b>	Rebecca Ableman	<b>Budget</b>	\$4,000
<b>Department:</b>	Planning and Community Development Director	<b>Impact:</b>	
	<u>Karen Watkins, Principal Planner</u>		

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

To approve the Shoreline Master Program (SMP) Supplemental Work Program, Schedule and Budget (**Attachment 1**) and approve Contract Supplemental No. 1 – Makers (**Attachment 2**) for the completion of the City SMP process.

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**SUMMARY:**

The City has been working on its SMP as required by state law since July 2010. At that time, Lake Stevens received a grant from the Department of Ecology (DOE) for \$60,000 towards completion of this mandated activity. The City hired consultants Makers (**Attachment 3**) to assist with the SMP process. The grant contract established the completion date as June 30, 2011. The City received an extension from DOE to September 30, 2011. The request before the City Council is for additional time and budget to complete the process.

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**BACKGROUND:**

At the City Council Public Hearing on July 11<sup>th</sup>, Council established a subcommittee to further work with citizens on specific issues of the SMP. The subcommittee met on August 16<sup>th</sup> where information was presented regarding proposed amendments. The subcommittee agreed to look at specific items for consideration by the Council. These items are identified in the attached draft supplemental work program.

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**DISCUSSION:**

The supplemental work program is based on the discussion by the subcommittee and citizens group. There may be opportunity to make revisions and still meet the standard of no-net loss and the Department of Ecology's expectations to get the City's SMP approved. This project was scheduled to be completed by the end of June and given the current workload of the subarea plans, FEMA Regulations update, and the Downtown Planning effort starting up, the schedule to complete review and possible integration into plan, the work will have to be absorbed over the next three months to still make the City's deadline.

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**APPLICABLE CITY POLICIES:**

NA

**BUDGET IMPACT:**

Additional budget is needed to complete the tasks identified to complete the final work on the final SMP submittal to the Department of Ecology. Although staff will be providing the majority of the support and work effort, the City's consultants will need to prepare and update supporting documents required to be submitted with the SMP package. The estimate is \$4,000.

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**ATTACHMENTS:**

- 1- Shoreline Master Program Supplement Work Program, Schedule, and Budget
- 2- Makers PSA Supplemental No. 1
- 3- Makers PSA dated October, 2009

**SHORELINE MASTER PROGRAM – SUPPLEMENTAL WORK PROGRAM AND BUDGET**

September 5, 2011

Tasks	Analysis Required Staff Hours	Timeline	Budget*
<b>1. APPROVAL SUPPLEMENTAL WORK PROGRAM AND BUDGET</b>			
<b>A. Review with City Administrator and Mayor</b> <b>B. City Council Authorization</b> <b>C. Contract Amendment – Makers</b>	<ul style="list-style-type: none"> <li>• Budget impact -----</li> <li>2-4 Hours - Staff</li> </ul>	September 1 September 12	0
<b>2. RESEARCH TASKS</b>			
<b>A. Exempt v. Permitted activities/modifications</b> <b>B. Decking material light penetration 60-40</b> <b>C. Interpretation of No-Net-Loss Requirement (Only new development not existing)</b> <b>D. Wetland identification Figure 9 – How determined</b> <b>E. Treatment of wetland buffers within shoreline jurisdiction</b> <b>F. Treatment of wetland</b> <b>G. Covered moorage impacts</b> <b>H. Bulkheads – replacement in kind</b> <b>I. SB5451 –Non-Conforming Status provisions</b>	<ul style="list-style-type: none"> <li>• State Law review -----</li> <li>8-16 Hours – Staff 2-4 Hours Consultant</li> </ul>	September 21	\$500
<b>D. SMP POTENTIAL AMENDMENTS</b>			
<b>A. Impervious Surface – Sliding Scale based on lot size</b> <b>B. Allow boat lifts and PWC within 30’ of shoreline</b> <b>C. Allow alternate dock dimensional standards if approved by State and/or federal agencies</b> <b>D. Ells should be wider than 2’ for safety</b> <b>E. Allow for more than one community dock for a single parcel in certain circumstances</b> <b>F. Bulkheads as Permitted use in Aquatic Environment Designation</b> <b>G. Non-conforming status</b> <b>H. Covered moorage provisions</b> <b>J. Dock Length – Use 8’ depth instead of 5.5’</b> <i>(Ordinance and document Revisions required)</i>	<ul style="list-style-type: none"> <li>• Cumulative Impacts Analysis</li> <li>• No-Net-Loss Report</li> <li>• Impact to other regulations/Provisions -----</li> <li>12-24 Hours – Staff 8-12 Hours -Consultant</li> </ul>	October 7	\$3,000

**SHORELINE MASTER PROGRAM – SUPPLEMENTAL WORK PROGRAM AND BUDGET**

September 5, 2011

Tasks	Analysis Required Staff Hours	Timeline	Budget*
<b>E. Meeting with Subcommittee</b>			
<b>A. Review documentation of steps 1 &amp; 2</b> <b>B. Council Subcommittee agree on amendment package</b> <b>C. Staff discussion with DOE</b>	If refinements to drafted language: • Cumulative Impacts Analysis • No-Net-Loss Report • Impact to other Regulations/Provisions ----- 4-6 Hours – Staff	October 12	\$500
<b>F. PUBLIC HEARING PROCESS</b>			
<b>A. Council Study Session – introduction to Subcommittee recommendations</b> <b>B. Council Public Hearing and adoption</b> <b>C. Package Submittal to DOE</b>	Staff Report & Ordinance Preparations ----- 4-8 Hours - Staff	October 24  November 14 November 21	0
<b>TOTAL</b>	<b>30-58 Hours – Staff</b> <b>10-16 Hours - Consultant</b>	<b>8-10 weeks</b>	<b>\$4,000</b>

\*Does not include City Attorney review

Items discussed that do not require additional research or amendment activity:

1. Pre-existing setbacks
2. Critical Areas Appendix

**SUPPLEMENTAL AGREEMENT NO. 1  
TO  
PROFESSIONAL SERVICES AGREEMENT  
FOR  
CITY OF LAKE STEVENS  
AND MAKERS FOR ADDITIONAL CONSULTANT SERVICES ON  
THE SHORELINE MASTER PROGRAM UPDATE**

This Supplemental Agreement No. 1 is made and entered into on the \_\_\_\_ day of \_\_\_\_\_, 2011, between the City of Lake Stevens, hereinafter called the "City" and Makers, a Washington Partnership, hereinafter called the "Consultant."

WITNESSETH THAT:

WHEREAS, the parties hereto have previously entered into an Agreement for consultant services on the Shoreline Master Program Update, hereinafter called the "Project," said Agreement being dated October 15, 2009; and

WHEREAS, both parties desire to supplement said Agreement, by expanding the Scope of Services to provide for additional document revisions of the SMP and associated documents and determination of cumulative impacts and no net loss for new comments presented by citizen group during the public hearing process 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 October 15, 2009, shall remain in full force and effect, except as modified in the following sections:

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

2. Article IV of the Original Agreement, "OBLIGATIONS OF THE CITY", Paragraph 4.1 Payments, the third sentence is amended to include the additional Consultant fee of \$4,000 and shall read as follows: "...shall total payment under this agreement exceed \$4,000."

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

Original Agreement	\$60,000
Supplemental Agreement No.1	\$ 4,000
Supplemental Agreement No.2	\$_____
Supplemental Agreement No.3	\$_____
Grand Total	\$64,000

3. Article III, Section 3.3 of the Original Agreement, "TIME OF PERFORMANCE", is amended to provide that all work shall be completed within 90 days.

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

CITY OF LAKE STEVENS

MAKERS - CONSULTANT

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

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

ATTEST/AUTHENTICATED:

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

APPROVED AS TO FORM:

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

**PROFESSIONAL SERVICES AGREEMENT BETWEEN  
CITY OF LAKE STEVENS  
AND MAKERS  
FOR CONSULTANT SERVICES ON THE SHORELINE MASTER PROGRAM UPDATE**

THIS AGREEMENT, made and entered into in Snohomish County, Washington, by and between CITY OF LAKE STEVENS, hereinafter called the "City," and Makers, a Washington Partnership, hereinafter called the "Consultant."

WHEREAS, the Consultant has represented, and by entering into this Agreement now represents, that the firm and all employees assigned to work on any City project are in full compliance with the statutes of the State of Washington governing activities to be performed and that all personnel to be assigned to the work required under this agreement are fully qualified and properly licensed to perform the work to which they will be assigned.

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

**ARTICLE I. PURPOSE**

The purpose of this agreement is to provide the City with consulting services to Update the City's Shoreline Master Program as described in Article II. The general terms and conditions of relationships between the City and the Consultant are specified in this agreement.

**ARTICLE II. SCOPE OF WORK**

The scope of work is set out in the attached Estimate of Professional Services for the Shoreline Master Program Update, hereinafter referred to as the "scope of services," **Exhibit A**. All services and materials necessary to accomplish the tasks outlined in **Exhibit A** shall be provided by the Consultant unless noted otherwise in the scope of services or this agreement.

**ARTICLE III. OBLIGATIONS OF THE CONSULTANT**

**III.1 MINOR CHANGES IN SCOPE.** The Consultant shall accept minor changes, amendments, or revision in the detail of the work as may be required by the City when such

changes will not have any impact on the service costs or proposed delivery schedule. Extra work, if any, involving substantial changes and/or changes in cost or schedules will be addressed as follows:

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

**III.2 WORK PRODUCT AND DOCUMENTS.** The work product and all documents listed in the scope of services shall be furnished by the Consultant to the City, and upon completion of the work shall become the property of the City, except that the Consultant may retain one copy of the work product and documents for its records. The Consultant will be responsible for the accuracy of the work, even though the work has been accepted by the City.

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

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

**III.3 TIME OF PERFORMANCE.** The Consultant shall be authorized to begin work under the terms of this agreement upon signing of both the scope of services and this agreement and shall complete the work within schedule identified in **Exhibit A**, unless a mutual written agreement is signed to change the schedule. An extension of the time for completion may be given by the City due to conditions not expected or anticipated at the time of execution of this agreement.

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

**III.5 EMPLOYMENT.** Any and all employees of the Consultant, while engaged in the

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

### III.6 INDEMNITY.

a. The Consultant 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 omissions of the Consultant in performance of Consultant's professional 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 Consultant or other person and all property owned or claimed by the City, the Consultant, or affiliate of the Consultant, or any other person.

b. Should a court of competent jurisdiction determine that this agreement is subject to RCW 4.24.115, then, in the event of liability for damaging arising out of bodily injury to persons or damages to property caused by or resulting from the concurrent negligence of the Consultant and the City, its members, officers, employees and agents, the Consultant's liability to the City, by way of indemnification, shall be only to the extent of the Consultant's negligence.

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

### III.7 INSURANCE.

a. **Minimum Limits of Insurance.** The Consultant shall, before commencing work under this agreement, file with the City certificates of insurance coverage to be kept in force continuously during this agreement, and during all work performed pursuant to all short form agreements, in a form acceptable to the City. Said certificates shall name the City as an additional named insured with respect to all coverages except professional liability insurance. The minimum insurance requirements shall be as follows:

- (1) Comprehensive General Liability. \$1,000,000 combined single limit per occurrence for bodily injury personal injury and property damage; \$2,000,000 general aggregate;
- (2) Automobile Liability. \$300,000 combined single limit per accident for bodily injury and property damage;
- (3) Workers' Compensation. Workers' compensation limits as required by the Workers' Compensation Act of Washington;
- (4) Consultant's Errors and Omissions Liability. \$1,000,000 per occurrence and as an annual aggregate.

b. **Endorsement**. Each insurance policy shall be endorsed to state that coverage shall not be suspended, voided, canceled, reduced in coverage or in limits except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to the City.

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

d. **Verification of Coverage**. In signing this agreement, the Consultant is acknowledging and representing that required insurance is active and current.

**III.8 DISCRIMINATION PROHIBITED AND COMPLIANCE WITH EQUAL OPPORTUNITY LEGISLATION.** The Consultant agrees to comply with equal opportunity employment and not to discriminate against client, employee, or applicant for employment or for services because of race, creed, color, religion, national origin, marital status, sex, age or handicap except for a bona fide occupational qualification with regard, but not limited to, the following: employment upgrading; demotion or transfer; recruitment or any recruitment advertising; layoff or terminations; rates of pay or other forms of compensation; selection for training, rendition of services. The Consultant further agrees to maintain (as appropriate) notices, posted in conspicuous places, setting forth the provisions of this nondiscrimination clause. The Consultant understands and agrees that if it violates this nondiscrimination provision, this agreement may be terminated by the City, and further that the Consultant will be barred from performing any services for the City now or in the future, unless a showing is made satisfactory to the City that discriminatory practices have been terminated and that recurrence of such action is unlikely.

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

**III.10 AFFIRMATIVE ACTION.** Affirmative action shall be implemented by the Consultant to ensure that applicants for employment and all employees are treated without regard to race, creed, color, sex, age, marital status, national origin or the presence of any sensory, mental or physical handicap, unless based on a bona fide occupational qualification. The Consultant agrees to take affirmative action to ensure that all of its employees and agent adhere to this provision.

**III.11 LEGAL RELATIONS.** The Consultant shall comply with all federal, state and local laws and ordinances applicable to work to be done under this agreement. This contract shall be interpreted and construed in accordance with the laws of Washington. Venue for any action commenced relating to the interpretation, breach or enforcement of this agreement shall be in Snohomish County Superior Court.

**III.12 INDEPENDENT CONTRACTOR.** The Consultant's relation to the City shall at all times be as an independent contractor.

**III.13 CONFLICTS OF INTEREST.** While this is a non-exclusive agreement the Consultant agrees to and will notify the City of any potential conflicts of interest in Consultant's client base and will seek and obtain written permission from the City prior to providing services to third parties where a conflict of interest is apparent. If a conflict is irreconcilable, the City reserves the right to terminate this agreement.

**III.14 CITY CONFIDENCES.** The Consultant agrees to and will keep in strict confidence, and will not disclose, communicate or advertise to third parties without specific prior written consent from the City in each instance, the confidences of the City or any information regarding the City or services provided to the City.

**III.15 SUBCONTRACTORS/SUBCONSULTANTS.**

a. The Consultant shall is responsible for all work performed by subconsutlants pursuant to the terms of this agreement.

b. Consultant must verify that any subcontractors/subconsultants they directly hire meet the responsibility criteria for the project at the time of award. Verification that a subcontractor have proper license and bonding, if required by statute, must be included in the verification process.

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

**ARTICLE IV. OBLIGATIONS OF THE CITY**

**IV.1 PAYMENTS.** The Consultant shall be paid by the City for completed work for services rendered under this agreement and as detailed in the scope of services as provided

hereinafter. Such payment shall be full compensation for work performed or services rendered and for all labor, materials, supplies, equipment and incidentals necessary to complete the work. Payment shall be on a time and expense basis, provided, however, in no event shall total payment under this agreement exceed SIXTY THOUSAND DOLLARS (\$60,000.00). The payments are broken down in **Exhibit A** (\$50,000 budgeted work) and (\$10,180 for additional time with City/Staff approval) In the event the City elects to expand the scope of services from that set forth in **Exhibit A**, the City shall pay Consultant an additional amount based on a time and expense basis, based upon Consultant's current schedule of hourly rates.

a. Invoices shall be submitted by the Consultant to the City for payment pursuant to the terms of the scope of services. The invoice will state the time expended, the hourly rate, a detailed description of the work performed, and the expenses incurred during the preceding month. Invoices must be submitted by the 20th day of the month to be paid by the 15th day of the next calendar month.

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

IV.2 **CITY APPROVAL.** Notwithstanding the Consultant's status as an independent contractor, results of the work performed pursuant to this contract must meet the approval of the City, which shall not be unreasonably withheld if work has been completed in compliance with the scope of work and City requirements.

## ARTICLE V. GENERAL

V.1 **NOTICES.** Notices to the City shall be sent to the following address:

CITY OF LAKE STEVENS  
C/O Rebecca Ableman  
PO Box 257  
LAKE STEVENS, WA 98258

Notices to the Consultant shall be sent to the following address:

Makers  
John Owen, Partner  
1904 Third Ave, Suite 725  
Seattle, WA 98101

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

V.2 **TERMINATION.** The right is reserved by the City to terminate this agreement in whole or in part at any time upon ten (10) days' written notice to the Consultant.

If this agreement is terminated in its entirety by the City for its convenience, a final payment shall be made to the Consultant which, when added to any payments previously made, shall total the actual costs plus the same percentage of the fixed fee as the work completed at the time of termination applied to the total work required for the project.

V.3 **DISPUTES.** The parties agree that, following reasonable attempts at negotiation and compromise, any unresolved dispute arising under this contract may be resolved by a mutually agreed-upon alternative dispute resolution of arbitration or mediation.

V.4 **NONWAIVER.** Waiver by the City of any provision of this agreement or any time limitation provided for in this agreement shall not constitute a waiver of any other provision.

DATED this 15<sup>th</sup> day of October, 2009.

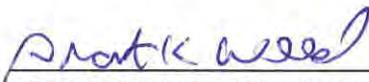
CITY OF LAKE STEVENS

By   
VERN LITTLE, MAYOR

MAKERS CONSULTANT

By 

Approved as to form:

  
GRANT K. WEED, City Attorney

## Exhibit A SCOPE OF WORK

### PROJECT DESCRIPTION

The City of Lake Stevens adopted Snohomish County's shoreline master program in 1974. Since that time the program has not been updated. The current program must be updated to be consistent with the Washington State Department of Ecology's Shoreline Master Program Guidelines. This will involve a participation process with the public, local and state agencies and affected tribes; an inventory of shoreline conditions, analysis of shoreline conditions to address any special issues; assigning or revising proposed environment designations; development of shoreline goals, policies and regulations for the SMP, and final review and adoption.

The consultant will attend meetings as necessary throughout the development, review and adoption of the SMP to present information or provide technical support to city staff. City staff will be responsible for preparing ordinances and managing the public process.

The following scope of work is provided by Ecology with specific information and dates set by the City included in italics. Once a consultant contract is signed, a final schedule will be provided to Ecology.

- *Year 1 includes the tasks addressed in SMP update Phases 1, 2 & 3 (part).*
- *Year 2 addresses the tasks in Phases 3 (part), 4 & 5.*
- *Year 3 includes coordination and response to Ecology's review of final documents.*

*Some of the tasks below will be completed by City staff with the assistance of the Consultant and others by the Consultant. Some of the tasks included in this scope of work will overlap in time and may be completed simultaneously with other tasks. Some tasks are iterative (e.g., analyzing cumulative impacts, developing regulations) and may involve various steps conducted at different times in the process before they are completed.*

#### Project Initiation

**Task A: Secure qualified consultant services (if applicable)**

*Deliverable: Final executed consulting contract.*

*Due Date: September 1, 2009*

#### YEAR 1

##### **Task B: Coordination**

The City and consultant team will coordinate throughout the SMP update process with Ecology and other applicable state agencies, neighboring jurisdictions, and Indian tribes

as provided in the Guidelines and SMA procedural rules. In addition, consult with all other appropriate entities which may have useful scientific, technical, or cultural information, including federal agencies, watershed management planning units, salmon recovery lead entities, universities and other institutions, local individual outdoor recreationists and conservationists, and organizations with special expertise representing these interests.

Coordinate with adjacent jurisdictions that share areas within shoreline jurisdiction (for example, jurisdictions on the same lake or stream) for the purpose of efficiently using grant funds; sharing information and methods of analysis; drafting compatible SMP policies, regulations, environment designations; and coordinating public involvement. Attend Ecology-sponsored coordination meetings, which occur on a regular basis, for the duration of the project. Provide Ecology opportunities for review of draft deliverables at appropriate intervals. When requested, the recipient shall include a written response to Ecology's comments on draft deliverables.

Ecology will provide ongoing technical assistance on data sources and approaches, and will evaluate consistency of deliverables with the Shoreline Management Act and applicable guidelines throughout the update process.

- Deliverables:
1. Documentation of contacts in quarterly progress reports
  2. Written responses to Ecology's comments on draft deliverables, when requested.

Due Dates: January 20, April 20, July 20 and October 20, each year for three years.

## **PHASE 1: PRELIMINARY ASSESSMENT OF SHORELINE JURISDICTION AND PUBLIC PARTICIPATION PLAN**

### **Task 1.1: Identify preliminary shoreline jurisdiction**

Identify the preliminary geographic scope for the comprehensive SMP update project. Use available information to map required and optional Shorelines of the State as defined by statute and rule in order to identify the initial area under SMA shoreline jurisdiction. The shoreline jurisdiction area will be refined during later tasks. The preliminary jurisdiction mapping will include:

- Statutory minimum areas consisting of the following Shorelines, Shorelines of Statewide Significance and Shorelands (per RCW 90.58.030(2)). This includes national forests and other federal or tribal areas that are not under sole jurisdiction of the federal government or tribes.
  - Marine shorelines.
  - Rivers and streams with mean annual flow over 20 cubic feet per second.
  - Lakes and reservoirs exceeding 20 acres.
  - Associated wetlands of these areas.
  - Lands extending landward 200 feet from the ordinary high water mark, floodways and floodplain areas landward 200 feet from the ordinary high water mark.

Optional areas to be included in the SMP:

- Floodplains: All or part of the floodplain landward of the 200-foot mark from the floodway (per RCW 90.58.030(2)(f)(i)).
- Buffers: Buffers necessary for the protection of Critical Areas as defined in Growth Management Act regulations (per RCW 90.58.030(2)(f)(ii)).
- Future annexation areas: For cities, SMPs may include Shoreline Environment pre-designation within designated unincorporated Urban Growth Areas.

The consultant team will coordinate with City staff, Snohomish County staff, and WDOE to gather all of the shoreline jurisdiction data that currently exists for the City of Lake Stevens and future annexation areas. If Snohomish County has identified and mapped shoreline jurisdiction within the City limits and we are able to use that data, the Watershed Company will analyze this data and identify any potential gaps or inconsistencies. Because Snohomish County's inventory has already been reviewed by WDOE, there may not be a great deal of additional work needed for this task.

*The City of Lake Stevens has approximately five miles of the jurisdictional shoreline of Lake Stevens and approximately one mile of jurisdictional stream shoreline within the City Limits. Another two and a half miles of jurisdictional shoreline of Lake Stevens is located within the Urban Growth Area and will be included in the plan.*

*Due Date: October 30, 2009*

**Task 1.2: Prepare plan for public participation**

Throughout Phases 1 through 5 of the SMP update planning process, inform and involve the public in updating the SMP consistent with the Shoreline Management Act (see RCW 90.58.130) and WAC 173-26. Prepare a public participation plan that identifies specific objectives, outreach strategies, key parties (Planning Commission and elected officials, shoreline property owners, state agencies, Tribes, local residents, neighboring jurisdictions, etc.), and establishes timelines for public participation activities. Engage all parties early and continuously in the update process, particularly those relevant individual recreationists and conservationists or organizations that may not typically seek involvement in new shoreline regulations. Documenting all public outreach and public events related to SMP development is required.

The City will appoint and convene Citizen Advisory Committee meetings to review and provide comment on SMP products and assist in the outreach.

*Deliverables:*

1. Public participation plan (digital copy).
2. Public participation updates in quarterly progress reports.

*Due Dates: October 2, 2009; January 2, April 2, July 2, & October 2, 2010; January 2, April 2, & July 2, 2011*

**Task 1.3: Demonstrate how Phase 1 complies with the Guidelines.** Fill in the SMP Submittal Checklist for the tasks that you have completed under Phase 1.

*Deliverables: An SMP Submittal Checklist completed as relevant to task.*

*Due Date: October 30, 2009*

**PHASE 2: SHORELINE INVENTORY, ANALYSIS & CHARACTERIZATION**

**Task 2.1: Complete shoreline inventory**

Compile all pertinent and reasonably available data, plans, studies, inventories, maps and other applicable information. As noted in task 1.1, the Consultant team will use Snohomish County data where appropriate. Collect the following information to the extent that such information is relevant and reasonably obtainable:

- Shorelines of the State (all marine shorelines, streams >20 cfs mean annual flow, lakes >20 acres, and shorelands) as defined in RCW 90.58.030, located in the Recipient's jurisdiction.
- General location of channel migration zones, floodplains, and the floodway.
- Critical areas, including wetlands, aquifer recharge areas, fish and wildlife conservation areas, geologically hazardous areas, and frequently flooded areas, as defined in RCW 36.70A, the Growth Management Act.
- Shoreline and adjacent land use patterns/density and transportation and utility facilities, including the extent of existing structures, impervious surfaces, vegetation and shoreline modifications within shoreline jurisdiction. Platted lots including undeveloped lots (except those not developable under local subdivision ordinance).
- Degraded areas and sites with potential for ecological restoration.

- Areas of special interest, such as priority habitats, rapidly developing waterfronts, previously identified toxic or hazardous material clean-up sites, and eroding shorelines.
- Existing and potential shoreline public access sites, including public rights-of-way and utility corridors. The inventory will include descriptions of recorded public access easements, their prescribed use, maintenance and terms.
- Historical aerial photographs documenting past conditions to assist in preparing an analysis of cumulative impacts of development.
- Archaeological and historic resources in shoreline jurisdiction.
- Policies and regulations in shoreland and adjacent areas that affect shorelines, such as surface water management and land use plans and regulations (Critical Areas Ordinance, flood ordinance, etc.).

*Deliverables:*

1. Draft list of inventory data sources (digital copy) for review and comment.
2. Digital working maps of inventory information displayed at appropriate scales.
3. An SMP Submittal Checklist completed as relevant to task.

*Due Date: December 15, 2009*

*(Note: Please provide Ecology with sufficient time, approximately 30 days, to review and comment on the draft inventory data sources list and working maps.)*

**Task 2.2: Conduct shoreline analysis**

Conducting the shoreline analysis will result in a shoreline characterization report. The report will define the ecological functions of the shorelines in your jurisdiction, identify shoreline management challenges, and present recommendations for protection and restoration of shoreline functions. (Please see description of this report in Task 2.3.) Conduct an analysis of the inventory information and data collected in Task 2.1 as it relates to development of an effective SMP. As noted in task 1.1, the consultant team will use data from Snohomish County where appropriate. Develop a characterization of the ecosystem processes and shoreline functions. Identify opportunities for shoreline protection and restoration. Identify current and potential public access sites. Conduct a shoreline use analysis. Identify measures and actions to protect and restore shoreline functions and ecosystem wide processes (e.g. appropriate land use activities or environment designations, regulations, development standards, etc.) These tasks should be conducted as they are relevant to shorelines in your jurisdiction.

(Note: For most Puget Sound jurisdictions, the Department of Ecology will prepare a broad-scale characterization of ecosystem-wide processes. This information will be provided to jurisdictions in Spring 2010.)

**2.2.1 Characterize ecosystem-wide processes**

This characterization will include a coarse-scale analysis of the broader area that influences the shoreline jurisdiction. It will include a narrative with reference to maps that describes and illustrates the processes in the larger drainage area that are linked to the shoreline through hydrologic flows. These processes include

the uptake, transport and deposition of sediment, nutrients, woody debris, and pollutants. Specifically, this characterization will:

- Present the geographic context for shoreline jurisdiction areas –with geology, soils, topography, vegetation, and drainage patterns of the watersheds. Describe how these large scale upland areas relate to and affect the shoreline. Review existing regional watershed or natural resource related plans for inclusion of relevant information.
- Identify areas throughout the watersheds, or, within and beyond shoreline jurisdiction, that are important to maintaining shoreline ecological functions (e.g. wetlands, forest cover, floodplains, higher permeability deposits, discharge, organic/clay soils, etc.)
- Identify areas that are key impairments (e.g. forest clearing, impervious cover, channelized streams, altered wetlands, roads and ditches, dams/diversions, groundwater withdrawals, and listed impairments such as those published in the 303(d) list.
- Identify opportunities for protection/restoration of upland and adjacent areas essential for maintaining shoreline processes and function.

### **2.2.2 Characterize shoreline functions**

This will be a more detailed analysis of the shoreline jurisdiction that includes a narrative with reference to maps and GIS data. Delineate shoreline reaches based on land use and ecological processes (such as man-made physical features, stream confluences, or littoral drift cell boundaries). Describe functions that are associated with each shoreline reach. Specifically, this characterization will:

- Detail the physical, biological, and land-use components within the shoreline jurisdiction.
- Evaluate and assess shoreline ecological function using current scientific understanding of the relationship between the conditions of ecosystem-wide processes and functions within shoreline jurisdiction. Identify functions that are healthy, functions that are adversely impacted and functions that may have existed and are now missing.

### **2.2.3 Conduct Shoreline Use Analysis; analyze opportunities for public access**

- Conduct shoreline use analysis:
  - Identify current patterns of land uses in shoreline areas.
  - Identify likely or projected uses in shoreline areas.
  - As applicable, analyze potential use conflicts and identify possible adverse impacts those could have on current ecological functions.
  - Estimate future demand for shoreline space consistent with WAC 173-26-201(3)(d)(ii) requirements.
  - Identify opportunities and demand for SMA preferred uses and potential use conflicts based on current use patterns and projected trends.
- Identify current public access sites and opportunities for future access sites.

### **Task 2.3: Prepare shoreline inventory and characterization report**

Prepare a shoreline inventory and characterization report with accompanying maps that provides an analysis of the inventory data, ecosystem characterization and shoreline functions, shoreline use and public access findings as it relates to development of an effective SMP. The report will present findings and recommendations in a way that is useful for making SMP planning decisions. This report will provide a foundation for establishing environment designations, policies and implementing regulations. The report should identify data gaps, focusing on information that would be useful to support shoreline program development and implementation. The report should:

- Present the geographic and jurisdictional context for the SMP update.
- Characterize ecosystem processes and functions.
- Present reach level analysis information. Detailed information on shoreline reaches will identify opportunities and constraints in:
  - Protecting intact and restoring degraded ecological processes and functions.
  - Addressing the requirements for shorelines of statewide significance per WAC 173-26-251.
  - Providing public access.
  - Accommodating appropriate water-oriented uses.
- Identify potential use conflicts to inform environment designation and allowed use decisions.
- Develop shoreline management measures for protection and restoration of ecological functions, SMP policies, regulations, and environment designations based on the findings of the inventory and characterization. (For example, recommendations may include appropriate land use activities or environment designations, regulations, development standards, restoration and protection actions and strategies.)
- Organize relevant data for efficient review and use in the cumulative impact analysis. (A table is recommended.)

The report will also include refined shoreline jurisdiction boundaries and synthesis maps at appropriate viewing scales that will inform the report and illustrate findings that correspond with the narrative. For example, the user will be introduced to the area with coarser resolution vicinity maps indicating the county/city location in the state and delineating county/city and watershed boundaries. Maps at the shoreline reach scale will clearly differentiate the land and water contained within SMA jurisdiction from adjacent lands and contributing drainages. Maps at this scale will present the significant geologic, hydrologic, and ecologic features most essential to maintaining shoreline form and function and those land uses that may have altered upland processes influencing shoreline function. The reach scale maps also will indicate applicable inventory features such as known presence of listed species, critical riparian or aquatic vegetation, existing land uses, designated critical areas, and shoreline modifications. Potential areas for shoreline uses, public access, restoration and/or protection will be indicated. The portfolio will include a comprehensive list and map of public access to shorelines.

*Deliverables (digital copy with accompanying maps):* Shoreline characterization

and analysis report with map portfolio that addresses the above task requirements in 2.1, 2.2 and 2.3, above.

*Due Date: February 28, 2010*

*(Note: Please provide Ecology with sufficient time, approximately 45 to 60 days, to review and comment on the draft characterization and analysis report.)*

**Task 2.4: Demonstrate how Phase 2 complies with the Guidelines.** Fill in the SMP Submittal Checklist for the tasks that you have completed under Phase 2.

*Deliverables:* An SMP Submittal Checklist completed as relevant to task (adding incrementally to earlier completed tasks).

*Due Date: February 28, 2010*

### **PHASE 3: COMPLETE DRAFT SMP and CUMULATIVE IMPACTS ANALYSIS**

#### **Task 3.1: Conduct community visioning process**

Conduct a community visioning process that includes as many citizens as possible to determine goals for future use of the shoreline. This process should be conducted with respect to the findings of the shoreline inventory and characterization report. The visioning process will identify shoreline problems and opportunities. It will result in a strategy for shoreline uses, public access, resource protection, and restoration that is consistent with SMA policy and SMP Guidelines objectives.

*Deliverable: (digital copy) Strategy for shoreline uses, public access, resource protection and restoration (Task 3.1).*

*Due date: October 30, 2010*

#### **Task 3.2: Develop general SMP goals, policies and regulations**

Prepare general shoreline goals and policies that are applicable throughout the area within shoreline jurisdiction. Optional SMP components may include general SMP regulations that apply in all environment designations.

#### **Task 3.3: Develop environment designations**

Develop environment designations that are appropriate to current waterfront conditions per the findings of the shoreline inventory and characterization. Shoreline environment designations may be comprised of those recommended in the guidelines; the existing local SMP; unique, locally developed environments; or any combination of these, so long as they are consistent with WAC 173-26-211 environment designation criteria. Prepare draft maps illustrating the land and water area contained within mapped shoreline designation boundaries together with justification and rationale for the proposed designations. Boundaries of shoreline environment designations shall be clearly mapped. Optional shoreline jurisdiction areas, including entire floodplains and buffers for critical areas, should be mapped and designated if they are included within shoreline jurisdiction. A map clearly illustrating existing designations compared to proposed designations should be prepared. A narrative rationale describing reasons for maintaining or changing the designations shall be included.

#### **Task 3.4: Develop environment-specific shoreline use & modification policies,**

### **regulations and standards**

Prepare draft policies and regulations for environment designations, all uses discussed in the SMP Guidelines, and shoreline modifications. The draft policies and regulations for shoreline environment designations shall, at a minimum, identify:

- Shoreline use and modification activity goals and policies.
- Shoreline uses and modifications that are prohibited and allowed by Substantial Development Permit or Conditional Use Permit.
- Bulk dimensional standards (buffers, setback, density, etc).
- Shoreline modification activity standards.
- Any local policies or regulations adopted by reference, if relied upon to satisfy SMA or guidelines requirements.

Optional SMP components may include:

- Shoreline use and dimensional standards listed in matrices, by environment designation. (*Strongly encouraged.*)

The consultant team will lead the effort to prepare draft provisions for SMP administration, but will rely on City staff to ensure that the provisions work within the City's existing structure for permit administration, compliance, and enforcement.

### **Task 3.5: Develop SMP administrative provisions**

Prepare draft provisions for SMP administration, including necessary elements and timelines for permit administration, compliance, and enforcement. Statements about the role of Ecology in permit decisions should be included.

A definitions section should be prepared. Definitions should be particular to SMP administration, consistent with the SMP's implementing rules. Definitions should be clearly and concisely written.

Optional SMP components may include additional administrative provisions, if not inconsistent with SMA procedural rules and the guidelines. An SMP "user's guide" may be prepared.

The consultant team will lead the effort to prepare draft provisions for SMP administration, but we will rely on City staff to ensure that the provisions work within the City's existing structure for permit administration, compliance, and enforcement.

*Deliverables (three hard copies and one digital copy, with accompanying maps):*

1. Complete Draft SMP, including:
  - Draft general goals and policies and optional general regulations. (Task 3.2)
  - Draft environment designations and draft environment maps. (Task 3.3)
  - Draft environment-specific shoreline use and modification policies, regulations, and standards. (Task 3.4)
  - Draft administrative provisions. (Task 3.5)
  - Maps showing environment designations within shoreline jurisdiction
2. An SMP Submittal Checklist completed as relevant to task (adding incrementally to earlier completed tasks).

*Due Dates: June 30, 2010*

**YEAR 2**

**Task 3.6: Prepare preliminary cumulative impacts analysis**

Evaluate and analyze draft SMP policies, regulations and environment designations to show how they achieve no net loss of shoreline ecological functions during the planning period. The analysis will include incremental and cumulative impacts of future uses and development allowed by the proposed SMP as an ongoing part of the update process. The analysis will identify how proposed SMP regulations and standards and restoration activities will avoid and offset expected impacts of future permitted and exempt shoreline development. Scenario-based impacts analysis is encouraged. The cumulative impacts analysis may need to be revised if the initial document shows that cumulative impacts would result from the draft SMP. (Note: The preliminary cumulative impacts analysis should be submitted at the same time as the Draft SMP.)

*Deliverable (three hard copies and one digital copy, with accompanying maps): A cumulative impacts analysis of the SMP demonstrating how no net loss of ecological functions will be achieved over time at in the jurisdiction. City will adopt Snohomish County's Cumulative Impact Analysis for the area within the UGA as of January 1, 2006 and supplement it for the area within the City limits as of that date.*

*Due Date: August 30, 2010*

**Task 3.7: Demonstrate how Phase 3 complies with the Guidelines.** Fill in the SMP Submittal Checklist for the tasks that you have completed under Phase 3.

*Deliverables:* An SMP Submittal Checklist completed as relevant to task (adding incrementally to earlier completed tasks).

*Due Date: August 30, 2010*

**PHASE 4: RESTORATION PLANNING, REVISITING PHASE 3 PRODUCTS AS NECESSARY**

**Task 4.1: Prepare restoration plan**

Based on the Inventory and Characterization report, develop a plan for restoration of impaired ecological functions in specific shoreline reaches. Restoration plans should include:

- Identification of degraded areas, impaired ecological functions, and sites with potential for ecological restoration.
- Goals and priorities for restoration of degraded areas and impaired ecological functions.
- Existing and ongoing restoration projects and programs.
- Additional projects needed to achieve restoration goals and implementation strategies, including identification of prospective funding.
- Times and benchmarks for achieving restoration goals.
- Mechanisms to ensure that restoration projects and programs will be implemented.

Consult with organizations conducting restoration work for assistance in developing restoration strategies. The restoration plan should identify overlaps in how and where restoration work is being conducted. An implementation strategy should include recommendations for coordination between groups doing restoration work. A list of specific prioritized restoration projects may be included as an appendix to the SMP. Watershed will review the Snohomish County Restoration Plan for consistency with City SMP goals and policies and will use the plan for areas within the UGA and supplement it for areas within the City limits as of January 1, 2006.

*Deliverables (three hard copies and one digital copy, with accompanying maps):*  
A complete restoration plan. City will adopt the Snohomish County Restoration Plan for areas within the UGA as of January 1, 2006 and supplement it for the areas within the City limits as of January 1, 2006.

*Due Date: September 29, 2010*

*(Note: Please provide Ecology with sufficient time, approximately 30 to 45 days, to review and comment on the draft restoration plan.)*

**Task 4.2: Revisit draft SMP and cumulative impacts analysis; finalize SMP jurisdiction maps**

Based on findings in the cumulative impacts analysis, re-evaluate and revise the draft SMP environment designations, policies, and regulations developed in Phase 3 as necessary to assure that they are adequate to achieve no net loss of ecological functions. Revise the cumulative impacts analysis as needed to reflect changes in the draft SMP.

Prepare final jurisdiction maps (digital) of Shorelines of the State identified in Task 1.1 that will be subject to the local SMP.

*Deliverables (three hard copies and one digital copy, with accompanying maps):*

1. Revised designations, policies, and regulations that address the findings of the cumulative impacts analysis.
2. Revised cumulative impacts analysis.
3. Final SMP jurisdiction maps and boundary descriptions

*Due Date: December 4, 2010*

*(Note: Please provide Ecology with sufficient time, approximately 45 to 60 days, to review and comment on the revised draft SMP and other documents.)*

**Task 4.3: Prepare a report that demonstrates how no net loss will be achieved**

Prepare a report that demonstrates how the recommended shoreline management measures in Task 2.3, together with the findings of the cumulative impacts analysis and the restoration plan, are reflected in the proposed SMP and achieve no net loss.

*Deliverables (one digital copy):* A report that demonstrates how no net loss will

be achieved through SMP implementation.

*Due Date: December 20, 2010*

**Task 4.4: Demonstrate how Phase 4 complies with the Guidelines.** Fill in the SMP Submittal Checklist for the tasks that you have completed under Phase 4.

*Deliverables:* An SMP Submittal Checklist completed as relevant to task (adding incrementally to earlier completed tasks).

*Due Date: December 23, 2010*

#### **PHASE 5: LOCAL SMP ADOPTION PROCESS**

The City will conduct a local review and adoption process for the proposed SMP as provided in the SMA, WAC 173-26, and the State Environmental Policy Act. The SMP shall contain shoreline policies, regulations, environment designations, definitions, required administrative provisions, and a clear description of final SMP jurisdiction boundaries together with copies of any provisions adopted by reference.

##### **Task 5.1: Assemble complete draft SMP**

Assemble a complete draft SMP and submit it to Ecology for informal review together with supporting documentation. The consultant will assist the City with this task.

##### **Task 5.2: Complete SEPA review and documentation**

Conduct and document SEPA review pursuant to chapter RWC 43.21C, the State Environmental Policy Act (prepared by City)

##### **Task 5.3: Provide GMA 60-day notice of intent to adopt**

Upon conclusion of Tasks 5.1, and 5.2, local governments planning under the Growth Management Act must notify Ecology and the Department of Community, Trade and Economic Development of its intent to adopt the SMP as least sixty days in advance of final local approval, pursuant to RCW 36.70A.106 and WAC 173-26-100 (5). (prepared by City)

##### **Task 5.4: Hold public hearing**

Hold at least one public hearing prior to local adoption of the draft SMP, consistent with the requirements of WAC 173-26-100. The names and mailing addresses of all interested parties providing comment shall be compiled. ( The City will take a lead role in this task with consultant assistance.)

##### **Task 5.5: Prepare a responsiveness summary**

Prior to adoption of the draft SMP by the local elected body, prepare a summary responding to all comments received during the public hearing and the public comment period, discussing how the draft SMP addresses the issues identified in each comment. (prepared by City)

##### **Task 5.6: Adopt SMP and submit to Ecology**

Complete the adoption process for the SMP update and submit the locally-adopted

Draft SMP to Ecology. Not a consultant task

**Task 5.7: Demonstrate how Phase 5 complies with the Guidelines.** Fill in the SMP Submittal Checklist for the tasks that you have completed under Phase 5.

*Deliverables (two hard copies and one digital copy in Microsoft Word format, with accompanying maps):*

1. A complete, locally adopted SMP including maps, with relevant supporting documentation. (Tasks 5.1 and 5.7)
2. SEPA products (prepared by City) (checklist, MDNS or EIS; SEPA notice. (Task 5.3)
3. Evidence of compliance with GMA notice requirements. (prepared by City) (Task 5.4)
4. Public hearing record. (The City will lead this task) (Task 5.5)
5. Response to comments received. (prepared by City) (Task 5.6)
6. A complete SMP Submittal Checklist.

*Due Dates: May 30, 2011*

**YEAR 3 (No Consultant Services are Expected in Year 3)**

City coordinates with Ecology during their review of final documents.

*Deliverables:* Respond to Ecology's questions and provide additional documentation as required.

*Due Dates: As specified by Ecology*

**Additional Time:**

Additional grant funds, up to \$10,000, may be used for the following or other tasks that may become necessary with approval of the City:

1. Inventory, Analysis, and Characterization work
2. Meetings with Citizen Advisory Committee, and
3. Developing policies and regulations

Phase / Task	MAKERS		Watershed			City effort	AMOUNT
	J.O. @ \$150	D.O. @ \$90	D.N. @ \$130	G.J. @ \$120	M.S. @ \$110		
A. Secure Consult Services						****	
<b>YEAR 1 (2009 - 2010)</b>							
B. Project Coordination	16	8	6			***	\$3,900
<b>1. Prelim Assessment / Public Participation Plan</b>							
1.1 Identify Preliminary Shoreline Jurisdiction	4		4		6	**	\$1,780
1.2 Prepare Plan for Public Participation	4	6				*	\$1,140
1.3 Demonstrate How Phase 1 Complies with the Guidelines	4					*	\$600
<b>2. Shoreline Inventory, Analysis, and Characterization</b>							
2.1 Compare Shoreline Inventory	2		10		22	*	\$4,020
2.2 Conduct Shoreline Analysis	2		10	6	12	*	\$3,640
2.3 Prepare Shoreline Inventory & Characterization Report	4		24	6		*	\$4,440
<i>Additional time for science if Snohomish County data needs to be supplemented</i>			10				\$1,300
2.4 Demonstrate How Phase 2 Complies with the Guidelines	4					*	\$600
<b>3. Draft SMP &amp; Cumulative Impacts Analysis</b>							
3.1 Conduct Community Visioning Process	8	16	8			**	\$3,680
3.2 Develop General SMP Goals, Policies & Regulations	10	14				*	\$2,760
3.3 Develop Environment Designations	10	12	1		6	**	\$3,370
3.4 Develop Environment-Specific Shoreline Use & Modification Policies, Regulations & Standards	8	12				**	\$2,280
<i>Additional time for developing policies &amp; regulations if contentious issues come up</i>	8	12					\$2,280
3.5 Develop SMP Administrative Provisions	6					**	\$900
<i>Additional meetings with CAC or Planning Commission</i>	6	12	6				\$2,760
<b>Subtotal of Year 1</b>	96	92	79	12	46		\$39,450
<b>YEAR 2 (2010 - 2011)</b>							
3.6 Prepare Preliminary Cumulative Impacts Analysis			20	4	4	*	\$3,520
3.7 Demonstrate How Phase 3 Complies with the Guidelines	4					*	\$600
<i>Additional CAC meetings as necessary</i>	4	10	6				\$2,280
<b>4. Restoration Planning / Revisit Phase 3 products as necessary</b>							





LAKE STEVENS CITY COUNCIL  
**STAFF REPORT**

**Council Agenda Date:** September 12, 2011

**Subject:** Economic Development  
Professional Services Agreement Supplemental No. 1 – Business/Development  
Recruitment Services – William Trimm, FAICP

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**Contact Person/** Rebecca Ableman  
**Department:** Planning and Community Development Director      **Budget** NA  
**Impact:** \_\_\_\_\_

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

The action requested of Council is to approve the Professional Services Agreement Supplement No. 1 with William (Bill) Trimm for Business/Development Recruitment Services (**Attachment 1**). The amendment is to extend the end date to coincide with the timing of the subarea planning processes for Lake Stevens Center and 20<sup>th</sup> Street SE Corridor. The targeted contracted work will be concentrated to the first part of 2012.

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**SUMMARY:**

In May, Council approved a contract (**Attachment 2**) with Mr. Trimm to provide Business/Development Recruitment Services for the City as an interim measure to the City's hiring of a dedicated Economic Development staff member. This contract amendment will extend the end date in order for more refinements to occur with the subarea plans and more concentrated recruitment efforts can be employed.

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**BACKGROUND:**

Business recruitment/development services include facilitating public/private partnerships, working with private parties on land acquisition, intermediary communications, and general match up of business to community interests.

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**DISCUSSION:**

Mr. Trimm's contract will provide the City with Business/Development Recruitment Services capacity in conjunction with the subarea planning and prior to the hiring of an economic development specialist. The amendment provides for the concentration of work to be completed first part of 2012 and through the end of the Subarea Planning processes. Mr. Trimm has been following the subarea planning efforts as well as made some initial property owner contacts and will continue to monitor this progress.

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**APPLICABLE CITY POLICIES:**

The proposal is consistent with and will further the Economic Development Strategy Goals.

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**BUDGET IMPACT:**

The original budget impact of \$10,000 will occur in 2012 instead of 2011.

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**ATTACHMENTS:**

- 1- Professional Services Agreement Supplemental No. 1 – Business/Development  
Recruitment Services - William Trimm, FAICP
- 2- Professional Services Agreement dated May 31, 2011

**SUPPLEMENTAL AGREEMENT NO. 1  
TO  
PROFESSIONAL SERVICES AGREEMENT BETWEEN THE CITY OF LAKE STEVENS  
AND WILLIAM TRIMM FOR CONSULTANT SERVICES**

This Supplemental Agreement No1 is made and entered into on the 12th day of September, 2011, between the City of Lake Stevens, hereinafter called the "City" and William Trimm, FAICP, hereinafter called the "Consultant."

WITNESSETH THAT:

WHEREAS, the parties hereto have previously entered into an Agreement for Business/Development Recruitment, hereinafter called the "Project," said Agreement being dated May 31, 2011, and

WHEREAS, both parties desire to supplement said Agreement, by extending the end date to March 31, 2012 and that the concentration of activities will occur in 2012,

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 May 31, 2011 shall remain in full force and effect, except as modified in the following sections:

Exhibit A, "Scope of Services" is hereby amended to read as follows:

**EXHIBIT A**

Scope of Services

The consultant shall provide the City with general economic development services to support the City's Economic Development Strategy and includes the following task to be completed by the Consultant:

Contact selected property owners in two economic development districts 20<sup>th</sup> Street Corridor and Frontier Village (Lake Stevens Center) during the subarea planning process and define individual property owner development/redevelopment expectations. Prepare a phased status report, corresponding to the subarea plan and planned action ordinance schedule, identifying key properties, issues, constraints, and timing of future development opportunities. Where appropriate, facilitate property owners contact with real estate development professionals to pursue, negotiate and entertain property transfers/development consistent with Subarea Comprehensive Plans and Planned Action Ordinances.

**Deliverables:** *Phased summary status report of selected property owner expectations and list of real estate professional contacts.*

**Timing:** *Primary concentration of recruitment work will begin January 2012 and completion of first phase report by March 31, 2012*

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

CITY OF LAKE STEVENS

William G. Trimm

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

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

ATTEST/AUTHENTICATED:

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

APPROVED AS TO FORM:

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

**PROFESSIONAL SERVICES AGREEMENT BETWEEN THE CITY OF LAKE STEVENS  
AND WILLIAM TRIMM FOR CONSULTANT SERVICES**

THIS AGREEMENT is made and entered into in Snohomish County, Washington, by and between the **CITY OF LAKE STEVENS**, hereinafter called the "City," and **William Trimm**, a sole proprietor, licensed to do business in the State of Washington, hereinafter called the "Consultant."

WHEREAS, the Consultant has represented, and by entering into this Agreement now represents, that the firm and all employees assigned to work on any City project are in full compliance with the statutes of the State of Washington governing activities to be performed and that all personnel to be assigned to the work required under this Agreement are fully qualified and properly licensed to perform the work to which they will be assigned.

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

**ARTICLE I. PURPOSE**

The purpose of this Agreement is to provide the City with consulting services as described in Article II. The general terms and conditions of relationships between the City and the Consultant are specified in this Agreement.

**ARTICLE II. SCOPE OF WORK**

The Scope of Work for this Agreement is set forth in the attached Scope of Professional Services for the City of Lake Stevens, which is attached hereto as **Exhibit A** and is hereinafter referred to as the "Scope of Work". All services and materials necessary to accomplish the tasks outlined in **Exhibit A** shall be provided by the Consultant unless noted otherwise in the Scope of Work or this Agreement. All such services shall be provided in accordance with the standards of the Consultant's profession.

**ARTICLE III. OBLIGATIONS OF THE CONSULTANT**

**III. I MINOR CHANGES IN SCOPE.**

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

**Extra Work.** The City may desire to have the Consultant perform work or render services in connection with each project in addition to or other than work provided for by the expressed intent of the scope of work in the Scope of Services. Such work will be considered as extra work. All extra work shall be conducted with

written authorization by the City representative authorized to approve extra work.

### **III.2 WORK PRODUCT AND DOCUMENTS.**

The work product and all documents produced under this Agreement shall be furnished by the Consultant to the City, and upon completion of the work shall become the property of the City, except that the Consultant may retain (but is not required to do so) one copy of the work product and documents for its records. The Consultant will be responsible for the accuracy of the work, even though the work has been accepted by the City.

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

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

### **III.3 TIME OF PERFORMANCE.**

The Consultant shall be authorized to begin work under the terms of this Agreement upon signing of both the Scope of Work and this Agreement, and services shall be as set forth in the Scope of Work.

### **III.4 NONASSIGNABLE.**

The services to be provided by the Consultant shall not be assigned or subcontracted without the express written consent of the City. The City may not assign the consultants services to other entities without prior written authorization.

### **III.5 EMPLOYMENT.**

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

### **III.6 INDEMNITY INSURANCE.**

a. The Consultant shall 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), resulting from, arising out of, or related to one or more claims arising out of negligent acts, errors, or omissions of the Consultant in the performance of professional 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 Consultant or other person and all property owned or claimed by the City, the Consultant, or affiliate of the Consultant, or any other person.

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

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

d. Consultant shall maintain automobile coverage in the minimum amounts of \$100,000 per person, and \$300,000 per accident/occurrence, and \$50,000 property damage. Such insurance shall be on such forms as city may from time to time require. Consultant shall provide City with a certificate of insurance demonstrating the required coverage.

e. Consultant shall maintain Consultant's Errors and Omissions Liability. In minimum amounts of \$500,000 per occurrence and as an annual aggregate. Consultant shall provide City with a certificate of insurance demonstrating the required coverage.

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

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

h. **Limitation of Liability.** Consultant's liability hereunder shall be limited to the fee earned by Consultant under this Contract; provided however, in the event the liability is an insured liability (one for which insurance is available and applicable), then Consultant's liability shall be limited to the amount of insurance available to fund any settlement, award or verdict. In addition, Consultant's liability for damages provided under this Agreement shall be limited to liability for direct damages and shall in no event include liability for remote, punitive, special, incidental, consequential or indirect damages for lost profits, loss of use, lost opportunity, financing, interest expense, or any similar damages, regardless of whether the liability arises from a breach of contract, breach of warranty, tort (including negligence), strict liability, or otherwise.

**III.7 DISCRIMINATION PROHIBITED AND COMPLIANCE WITH EQUAL OPPORTUNITY LEGISLATION.**

The Consultant agrees to comply with equal opportunity employment requirements and not to discriminate against clients, employees, or applicant for employment or for services, because of race, creed, color, religion, national origin, marital status, sex, age or handicap except for a bona fide occupational qualification with regard, but not limited, to the following: employment upgrading; demotion or transfer; recruitment or any recruitment advertising; layoff or terminations; rates of pay or other forms of compensation, selection for training, and rendition of services. The Consultant further agrees to maintain (as appropriate) notices, posted in conspicuous places, setting forth the provisions of this nondiscrimination clause. The Consultant understands and agrees that, if it violates this nondiscrimination provision, this Agreement may be terminated by the City, and further that the Consultant will be barred from performing any services for the City now or in the future, unless a showing is made satisfactory to the City that discriminatory practices have been terminated and that recurrence of such action is unlikely.

**III.8 UNFAIR EMPLOYMENT PRACTICES.**

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

**III. 9 LEGAL RELATIONS.**

The Consultant shall comply with all federal, state and local laws and ordinances applicable to work to be done under this Agreement. This Agreement shall be interpreted and construed in accordance with the laws of Washington. Venue for any litigation commenced relating to this Agreement shall be in Snohomish County Superior Court.

**III. 10 INDEPENDENT CONTRACTOR.**

The Consultant's relation to the City shall at all times be as an independent contractor. Neither the Consultant nor any employees or subcontractors/subconsultants of the Consultant shall be entitled to any benefits accorded to City employees by virtue of the services provided under this Agreement. The City shall not be responsible for withholding or otherwise deducting federal income tax or social security or for contributing to the state industrial insurance program, or otherwise assume the duties of an employer with respect to Consultant, or any employee or subcontractor/subconsultant of the Consultant.

**III. 11 CONFLICTS OF INTEREST.**

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

### III.12 CITY CONFIDENCES.

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

### III .13 AMENDMENT.

This Agreement may be amended by written agreement of the parties.

## ARTICLE IV. PAYMENT AND APPROVAL BY THE CITY

### IV.I PAYMENT.

The Consultant shall be paid by the City for completed work for services rendered under this Agreement and as detailed in the Scope of Work and as provided in this section. Such payment shall be full compensation for work performed or services rendered and for all labor, materials, supplies, equipment and incidentals necessary to complete the work. In the event the City elects to expand the Scope of Work from that set forth in Exhibit A, the City shall pay Consultant an additional amount on a time and expense basis in accordance with the Consultant's current schedule of hourly rates of \$175.00 not to exceed \$10,000.00.

a. Invoices shall be submitted by the Consultant to the City for payment pursuant to the terms of the Scope of Work. The invoice will state the time expended, the hourly rate, a detailed description of the work performed, and the expenses incurred during the preceding month. Invoices must be submitted by the first day of the month to be paid by the 15th day of the month.

b. The City will pay timely submitted and approved invoices within thirty (30) days of receipt.

### IV.2 CITY APPROVAL.

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

## ARTICLE V. GENERAL

### V.I NOTICES.

Notices to the City shall be sent to the following address:

CITY OF LAKE STEVENS  
Rebecca Ableman  
1812 Main Street  
PO Box 257  
Lake Stevens, WA 98258

Notices to the Consultant shall be sent to the following address:  
William Trimm, FAICP  
16811 Snohomish Ave.  
Snohomish, WA 98296

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

**V.2 TERMINATION.**

The right is reserved by the parties to terminate this Agreement in whole or in part at any time upon thirty (30) days' written notice to the other party.

If this Agreement is terminated in its entirety by the City for its convenience, a final payment shall be made to the Consultant which, when added to any payments previously made, shall total the Consultant's invoices for the work completed at the time of termination.

**V.3 DISPUTES.**

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

**V.4 NONWAIVER.**

Waiver by the City of any provision of this Agreement or any time limitation provided for in this Agreement shall not constitute a waiver of any other provision.

**V.5 AUTHORITY TO SIGN.**

The undersigned are authorized to execute this Agreement and bind their respective parties.

Dated: May 31, 2011

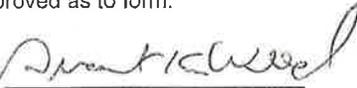
CITY OF LAKE STEVENS

By:   
Vern Little, Mayor

CONSULTANT

By:   
William G. Trimm

Approved as to form:

By:   
Grant K. Weed, City Attorney

## EXHIBIT A

### Scope of Services

The consultant shall provide the City with general economic development services to support the City's Economic Development Strategy and includes the following task to be completed by the Consultant:

Contact selected property owners in two economic development districts 20<sup>th</sup> Street Corridor and Frontier Village (Lake Stevens Center) during the subarea planning process and define individual property owner development/redevelopment expectations. Prepare a phased status report, corresponding to the subarea plan and planned action ordinance schedule, identifying key properties, issues, constraints, and timing of future development opportunities. Where appropriate, facilitate property owners contact with real estate development professionals to pursue, negotiate and entertain property transfers/development consistent with Subarea Comprehensive Plans and Planned Action Ordinances.

*Deliverables: Phased summary status report of selected property owner expectations and list of real estate professional contacts.*

*Timing: Completion of first phase report by December 31, 2011*



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LAKE STEVENS CITY COUNCIL  
**STAFF REPORT**

**Council Agenda Date:** September 12, 2011

**Subject:** Professional Services Agreement with Summit Law Group

**Contact Person/Department:** City Administrator Jan Berg      **Budget Impact:** 2011 \$20,000

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**RECOMMENDATION(S)/ACTION REQUESTED OF COUNCIL:** Approve Professional Services Agreement with Summit Law Group for labor negotiation services not to exceed \$20,000.

---

**SUMMARY/BACKGROUND:** In order to assist the city in negotiating labor contracts that are due to expire at the end of this year, staff is requesting to enter into an agreement with Summit Law Group. Summit Law Group has previous experience in working with the City on previous labor contracts and is very experienced and respected in the labor relations field.

---

**APPLICABLE CITY POLICIES:** City Council is the authorizing body to approve agreements over \$5,000.

---

**BUDGET IMPACT:** 2011 - \$20,000

---

**ATTACHMENTS:**

- ▶ Exhibit A: Professional Services Agreement

**PROFESSIONAL SERVICES AGREEMENT BETWEEN  
CITY OF LAKE STEVENS  
AND SUMMIT LAW GROUP  
FOR LABOR CONTRACT NEGOTIATION SERVICES**

THIS AGREEMENT, made and entered into in Snohomish County, Washington, by and between CITY OF LAKE STEVENS, hereinafter called the "City," and The Summit Law Group, a Washington corporation, hereinafter called the "Consultant."

WHEREAS, the Consultant has represented, and by entering into this Agreement now represents, that the firm and all employees assigned to work on any City project are in full compliance with the statutes of the State of Washington governing activities to be performed and that all personnel to be assigned to the work required under this agreement are fully qualified and properly licensed to perform the work to which they will be assigned.

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

**ARTICLE I. PURPOSE**

The purpose of this agreement is to provide the City with consulting services to provide legal consultation during labor contract negotiations as described in Article II. The general terms and conditions of relationships between the City and the Consultant are specified in this agreement.

**ARTICLE II. SCOPE OF WORK**

The scope of work is to assist the City in the negotiation of labor contracts.

**ARTICLE III. OBLIGATIONS OF THE CONSULTANT**

III.1 **MINOR CHANGES IN SCOPE.** The Consultant shall accept minor changes, amendments, or revision in the detail of the work as may be required by the City when such changes will not have any impact on the service costs or proposed delivery schedule. Extra work, if any, involving substantial changes and/or changes in cost or schedules will be addressed as follows:

**Extra Work.** The City may desire to have the Consultant perform work or render services in connection with each project in addition to or other than work provided for by the expressed intent of the scope of work in the scope of services. Such work will be considered as extra work and will be specified in a written supplement to the scope of

services, to be signed by both parties, which will set forth the nature and the scope thereof. All proposals for extra work or services shall be prepared by the Consultant at no cost to the City. Work under a supplemental agreement shall not proceed until executed in writing by the parties.

**III.2 WORK PRODUCT AND DOCUMENTS.** The work product and all documents listed in the scope of services shall be furnished by the Consultant to the City, and upon completion of the work shall become the property of the City, except that the Consultant may retain one copy of the work product and documents for its records. The Consultant will be responsible for the accuracy of the work, even though the work has been accepted by the City.

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

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

**III.3 TIME OF PERFORMANCE.** The work shall be performed pursuant to task orders issued by the City.

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

**III.5 EMPLOYMENT.** Any and all employees of the Consultant, while engaged in the performance of any work or services required by the Consultant under this agreement, shall be considered employees of the Consultant only and not of the City, and any and all claims that may or might arise under the Workman's Compensation Act on behalf of any said employees while so engaged, and any and all claims made by any third party as a consequence of any negligent act or omission on the part of the Consultant or its employees while so engaged in any of the work or services provided herein shall be the sole obligation of the Consultant.

**III.6 INDEMNITY.**

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

b. Should a court of competent jurisdiction determine that this agreement is subject to RCW 4.24.115, then, in the event of liability for damaging arising out of bodily

injury to persons or damages to property caused by or resulting from the concurrent negligence of the Consultant and the City, its members, officers, employees and agents, the Consultant's liability to the City, by way of indemnification, shall be only to the extent of the Consultant's negligence.

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

### III.7 INSURANCE.

a. **Minimum Limits of Insurance.** The Consultant shall, before commencing work under this agreement, file with the City certificates of insurance coverage to be kept in force continuously during this agreement, and during all work performed pursuant to all short form agreements, in a form acceptable to the City. Said certificates shall name the City as an additional named insured with respect to all coverages except professional liability insurance. The minimum insurance requirements shall be as follows:

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

(2) Automobile Liability. \$300,000 combined single limit per accident for bodily injury and property damage;

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

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

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

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

d. **Verification of Coverage.** In signing this agreement, the Consultant is acknowledging and representing that required insurance is active and current. Further, throughout the term of this agreement, the Consultant shall provide the City with proof of insurance upon request by the City.

### III.8 DISCRIMINATION PROHIBITED AND COMPLIANCE WITH EQUAL OPPORTUNITY

**LEGISLATION.** The Consultant agrees to comply with equal opportunity employment and not to discriminate against client, employee, or applicant for employment or for services because of race, creed, color, religion, national origin, marital status, sex, age or handicap except for a bona fide occupational qualification with regard, but not limited to, the following: employment upgrading; demotion or transfer; recruitment or any recruitment advertising; layoff or terminations; rates of pay or other forms of compensation; selection for training, rendition of services. The Consultant further agrees to maintain (as appropriate) notices, posted in conspicuous places, setting forth the provisions of this nondiscrimination clause. The Consultant understands and agrees that if it violates this nondiscrimination provision, this agreement may be terminated by the City, and further that the Consultant will be barred from performing any services for the City now or in the future, unless a showing is made satisfactory to the City that discriminatory practices have been terminated and that recurrence of such action is unlikely.

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

**III.10 AFFIRMATIVE ACTION.** Affirmative action shall be implemented by the Consultant to ensure that applicants for employment and all employees are treated without regard to race, creed, color, sex, age, marital status, national origin or the presence of any sensory, mental or physical handicap, unless based on a bona fide occupational qualification. The Consultant agrees to take affirmative action to ensure that all of its employees and agent adhere to this provision.

**III.11 LEGAL RELATIONS.** The Consultant shall comply with all federal, state and local laws and ordinances applicable to work to be done under this agreement. This contract shall be interpreted and construed in accordance with the laws of Washington. Venue for any action commenced relating to the interpretation, breach or enforcement of this agreement shall be in Snohomish County Superior Court.

**III.12 INDEPENDENT CONTRACTOR.** The Consultant's relation to the City shall at all times be as an independent contractor.

**III.13 CONFLICTS OF INTEREST.** While this is a non-exclusive agreement the Consultant agrees to and will notify the City of any potential conflicts of interest in Consultant's client base and will seek and obtain written permission from the City prior to providing services to third parties where a conflict of interest is apparent. If a conflict is irreconcilable, the City reserves the right to terminate this agreement.

**III.14 CITY CONFIDENCES.** The Consultant agrees to and will keep in strict confidence, and will not disclose, communicate or advertise to third parties without specific prior written consent from the City in each instance, the confidences of the City or any information regarding the City or services provided to the City.

#### **ARTICLE IV. OBLIGATIONS OF THE CITY**

**IV.1 PAYMENTS.** The Consultant shall be paid by the City for completed work for services rendered under this agreement and as detailed in the scope of services as provided hereinafter. Such payment shall be full compensation for work performed or services rendered

and for all labor, materials, supplies, equipment and incidentals necessary to complete the work. Payment shall be on a time and expense basis, provided, however, in no event shall total payment under this agreement exceed twenty thousand dollars (\$20,000).

a. Invoices shall be submitted by the Consultant to the City for payment pursuant to the terms of the scope of services. The invoice will state the time expended, the hourly rate, a detailed description of the work performed, and the expenses incurred during the preceding month. Invoices must be submitted by the 20<sup>th</sup> day of the month to be paid by the 15<sup>th</sup> day of the next calendar month.

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

IV.2 **CITY APPROVAL.** Notwithstanding the Consultant's status as an independent contractor, results of the work performed pursuant to this contract must meet the approval of the City, which shall not be unreasonably withheld if work has been completed in compliance with the scope of work and City requirements.

#### **ARTICLE V. GENERAL**

V.1 **NOTICES.** Notices to the City shall be sent to the following address:

CITY OF LAKE STEVENS  
C/O City Administrator Jan Berg  
PO Box 257  
LAKE STEVENS, WA 98258-0257

Notices to the Consultant shall be sent to the following address:

Bruce Shroeder  
Summit Law Group LLC  
315 Fifth Ave S  
Seattle, WA 98104

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

V.2 **TERMINATION.** The right is reserved by the City to terminate this agreement in whole or in part at any time upon ten (10) days' written notice to the Consultant.

If this agreement is terminated in its entirety by the City for its convenience, a final payment shall be made to the Consultant which, when added to any payments previously made, shall total the actual costs plus the same percentage of the fixed fee as the work completed at the time of termination applied to the total work required for the project.

V.3 **DISPUTES.** The parties agree that, following reasonable attempts at negotiation

and compromise, any unresolved dispute arising under this contract may be resolved by a mutually agreed-upon alternative dispute resolution of arbitration or mediation.

V.4 **NONWAIVER.** Waiver by the City of any provision of this agreement or any time limitation provided for in this agreement shall not constitute a waiver of any other provision.

DATED this \_\_\_\_\_ day of \_\_\_\_\_, 2011.

CITY OF LAKE STEVENS

\_\_\_\_\_, CONSULTANT

By \_\_\_\_\_

By \_\_\_\_\_

VERN LITTLE, MAYOR

APPROVED AS TO FORM:

\_\_\_\_\_  
GRANT K. WEED, CITY ATTORNEY





LAKE STEVENS CITY COUNCIL  
**STAFF REPORT**

Council Agenda Date: September 12, 2011

Subject: New City business licensing agreement with the Department of Revenue (DOR)

Contact Person/Department: Norma Scott, City Clerk Budget Impact: None

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**RECOMMENDATION(S)/ACTION REQUESTED OF COUNCIL:** Approve Business Licensing Services Agreement with DOR.

---

**SUMMARY:** In September of 2007 the City partnered with the State Department of Licensing (DOL) to collect fees and issue business licenses in coordination with the City. July 27, 2009 the agreement was renewed with a new expiration date of September 14, 2011. DOL has since been combined with the Department of Revenue (DOR); therefore, the new contract is with DOR. The City Attorney is working with DOR on the agreement and hope to provide the agreement at Monday's Council meeting.

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**APPLICABLE CITY POLICIES:** Council approves agreements.

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**BUDGET IMPACT:** None

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► Presentation by: Norma Scott, City Clerk

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**ATTACHMENTS:** None

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LAKE STEVENS CITY COUNCIL  
**STAFF REPORT**

**Council Agenda Date:** 12 September 11

**Subject:** Presentation of Draft Pedestrian Connection Plan

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

---

**RECOMMENDATION(S)/ACTION REQUESTED OF COUNCIL: Presentation of the Draft Pedestrian Connection Plan**

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**SUMMARY/BACKGROUND:** The intent of this presentation is to introduce the first Draft Pedestrian Connection Plan (Plan) and to respond to questions from the Council. The Plan was provided to the Council in advance of the meeting to allow additional time to review the context and to prepare questions and comments for this meeting. At this meeting, staff is seeking to have a discussion to determine if the concept of the overall Plan fits the vision of the Council which includes the policies, objections, route definition, and rating criteria.

The Plan is a strategy to fill the gaps in the existing pedestrian network. The most basic concept of the Plan is the need to provide for the missing pedestrian links along a defined priority routes network is a higher priority than upgrading an existing sub-standard pedestrian facility. The Plan will put the focus on project selection to the most immediate needs first. The implementation is expected to maximize the limited funding resources (more bang for the buck.)

The Plan is a draft and is not complete. It does not have identified projects at this phase of Plan development. What is being sought from the Council at this first draft level is:

1. Does the Plan concept meet the Council's vision of what this plan should be?
2. Are the policies acceptable?
3. Is the priority routes network acceptable?
4. Do the evaluation criteria and applied scores make sense? Are others needed?

Once these questions are answered, the staff can then identify the projects that meet the policies, evaluate each project, and determine preliminary costs estimates. This would be presented to the Council at a future meeting.

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**APPLICABLE CITY POLICIES:**

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**BUDGET IMPACT: None – Planning Level Only**

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**ATTACHMENTS:**

- ▶ Exhibit A: Draft – Pedestrian Connection Plan

EXHIBIT A

**DRAFT**

# **City of Lake Stevens**

## **Pedestrian Connection Plan**

### **2011**



**Prepared by**  
**City of Lake Stevens**  
**Revision 5 August 2011**

**DRAFT**

## **Acknowledgements**

This plan was prepared by the City of Lake Stevens. A special acknowledgement is made to Cory Morton, Intern, for his work in the preparation of this plan.

### **Mayor**

Vern Little

### **Council**

Suzanne Quigley, President

Mark Somers, Vice President

Kim Daughtry

Neal Dooley

John Spencer

Kathy Holder

Marcus Tageant

### **Staff**

Jan Berg, City Administrator

Becky Ableman, Planning Director

Mick Monken, Public Works Director

Yosh Monzaki, Engineering Technician

Russ Wright, Senior Planner

Cory Morton, Engineering Intern

.

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## **Pedestrian Connection Plan**

### **Introduction**

The purpose of the Lake Stevens Pedestrian Connection Plan (Plan) is to develop a strategy to facilitate the public implementation of safe connected walking routes within the community to enhance the livability for residents and comfort for visitors to the City of Lake Stevens. The intent of the Plan is to fill the gaps in the existing pedestrian network.

Council adoption of this plan will establish long term pedestrian planning and pedestrian construction improvements to occur. The prioritized project list defined in this Plan will be used to update the City's Six year capital plan and as information in other planning and construction efforts.



Figure 1 - Safe pedestrian facilities encourages people to walk the community

### **Background**

The City of Lake Stevens has approximately 320 miles of roadway frontages. It is estimated that 30% of all developed roadway frontage have some type of walking surface. A walking surface is either a concrete sidewalk or paved shoulder of at least 4 feet in width. The majority of streets with concrete sidewalks along both sides of the street are in residential neighborhoods estimated to have been developed in the late 1970's to present. The breakdown of pedestrian facilities within the City is shown in Table 1.

Walkway Type	Miles	%
Concrete Sidewalk	90.5	28
Paved Shoulder	7.1	2.2
Asphalt Paths	7.8	2.4
Centennial Trail	1.3	0.4
Soft Trail	2.3	0.7

Table 1 - Pedestrian facilities inventory July 2011 based on 320 linear feet of roadway frontage

### **Goals and Objectives**

The Lake Stevens Comprehensive Plan includes a transportation policy that states: "Where appropriate, the City will install or cause to be installed, budget permitting, new sidewalks on existing City streets considered by the City to be high priority areas..." (Policy 6.2.4).

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**Goal**

Provide an interconnected and contiguous network of sidewalks, walking paths, and trails along priority routes to move pedestrians about the community safely and efficiently.

**Objectives of Sidewalk Master Plan**

- Prepare a set of policies and standards that facilitate the completion of the sidewalk and trail systems along the identify priority routes
- Inventory the existing public pedestrian facilities
- Identify pedestrian trip generating sites such as commercial areas, schools and public facilities
- Identify transit routes
- Establish priority routes network
- Identify connection needs (links) in the network
- Determination of construction method of each identified link
- Establish costs of building identified link
- Establish evaluation criteria
- Evaluate links
- Integrate this Plan into the City GIS system
- Implementation strategy

**Policy:**

1. High priority areas for sidewalks and walking paths should be along the priority routes as established and adopted in this Plan.
2. The priority routes are along existing streets, typically arterial and collector class streets that provide connectivity to schools, public facilities (parks, public buildings, regional trails), and goods and service centers.
3. Contiguous sidewalk or other pedestrian features may be acceptable along only one side of the roadway.
4. Existing paved shoulders on arterial class streets a 5-foot minimum width and on all other class streets, a 4-foot minimum width may be acceptable as a pedestrian facility.
5. Priority of rating of potential projects shall be determined based on an adopted evaluation criteria matrix included in this Plan.
6. In existing established neighborhoods that typically include local access class streets, new sidewalk placement is considered a low priority.

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- 7. Any identified project in this Plan may be implemented early due to a funding opportunity, construction opportunity, or other unique circumstance.

**Inventory**

An inventory of pedestrian facilities was performed for the entire City using aerial maps, GIS data, and site visits to identify the location and type of pedestrian facilities within the City’s corporate limits as well as deficiencies and gaps in the network. The inventory identified concrete sidewalks, asphalt walkways (which includes paved shoulders), and curb (ADA) ramps. The inventory information was integrated into the City’s GIS system. This included showing the location of each facility on the physical side of the street.

This inventory did not consider whether existing facilities comply with current ADA standards. The city will address ADA compliance in a future study. Paved shoulder widths were determined using an aerial map. Paved shoulder areas with an average width less than 4 feet were not shown on the GIS map.



Figure 2 - Pedestrian facilities need to address the needs of every type of pedestrian mode of travel

*Map A provided shows the inventory data.*

**Pedestrian Trip Generating Sites**

Existing developed sites that include schools, commercial areas, and public facilities (parks, library, senior center, public trails, etc.) were shown on the GIS map.

*All provided maps show the trip generating sites. The designations of the sites are identified by color shown in the Legend.*

**Transit Routes**

Transit routes were provided by Community Transit.

*Map B provided shows the transit routes.*

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### **Priority Routes Network**

Priority routes were chosen for their access and importance to the connectivity of the City's overall pedestrian network. Connections along main arterial and collector streets were given higher importance than local streets.

*Map B provided shows these routes along with the transit routes*

### **Connectivity Needs (links)**

Pedestrian needs were identified along the priority routes network. This was performed using the policies included in this plan. Future pedestrian connections would be constructed in like material to match the existing facilities. If there were both a paved shoulder and sidewalk, the new facility would be a sidewalk.

*Map C provided shows the connectivity needs.*

### **Construction method**

The construction of new links will be designed to fit the character of the area and to match existing pedestrian facilities. Construction methods may include: 1) concrete sidewalk with curb and gutter; 2) asphalt paved walkway detached or attached to the roadway with extruded curbing; and 3) widened shoulder with designated no parking.

*Attachment C shows a spreadsheet with construction methods*



**Concrete Sidewalk**



**Detached walkway**



**Widen Shoulder**

## DRAFT

### Cost Estimates

Initial cost estimates used in this plan are considered to be developed at a planning level. To better understand how a cost estimate has been developed, a detail worksheet is used that identifies some of the higher cost items that might be expected to be included in a project. An example of this worksheet is provided in Attachment I of this Plan.

The purpose for using a planning level estimate is to provide a preliminary review of what a project may cost for comparison purpose against another similar type project. What is taken into consideration is the need for additional right-of-way, mitigation costs to impact of sensitive areas, extensive property restoration (i.e., rebuilding a retaining wall), or dealing with utilities. To obtain an estimate that would include these type of items would require a more extensive research which could include surveying and a preliminary design alignment and layout. This level of estimate would be prepared during the design phase of a project, which is not included in this plan.

### Evaluation criteria

Evaluation criteria need to prioritize and reflect the needs of the community for pedestrian connectivity. The process uses a weighted system based on six criteria.

These criteria are defined as follows:

1. **Connection to pedestrian trip generators:** This includes Schools, Parks, Public Buildings, and Retail centers. From general pedestrian studies, a pedestrian only willing to walk a quarter-mile as part of a commute. If young children are included, trips greater than a quarter of a mile are unlikely to be acceptable to parents.
2. **Vicinity density:** points are awarded to pedestrian facility in densely populated areas where walking is a viable mode of transportation and where the greatest number of people can benefit from the facility. Under this criterion, a quarter-mile radius is used.
3. **Street characteristic:** street classification indicates relative vehicle volumes and speed. Both of these can create an unsafe and uncomfortable environment for pedestrians. Traffic volumes are considered a factor in a street characteristic regardless of street classification. Average Daily Volume (ADT) for 2010 and projected for 2030 are included in Attachment II and are used to calculate points.
4. **Missing link:** completes a connection with existing completed walkways on both ends or connects a sidewalk to a destination.
5. **Adjacent Site Development** –areas not likely to see redevelopment or new development adjacent to a sidewalk segment in the next 10 years are given points.

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**Evaluation Scoring**

The following matrix has been designed to assist in developing a ranking of projects. The scoring has five criteria. In the first three criteria it is possible for a project to have more than one of the criteria scoring categories to apply to the project. For example a sidewalk project ½ mile from a school and ¼ mile from downtown would score 25 points in the “Connection to trip generator” criteria (10 points and 15 point respectively).

Feature	Point Value	
	¼ mile Radius	½ mile Radius
<b>Connection to trip generator</b>		
School	20	10
Parks & Public Trails	15	5
Public Building	10	0
Retail Center	15	10
<b>Vicinity Density</b>		
School Route	20	
High Density Corridor	20	
Retail Center	15	
Transit	10	
<b>Street Characteristic</b>		
Arterial	15	
Major Collection	10	
Neighborhood Collection	5	
No Shoulder on Roadway	10	
Traffic Volume (ADT) – points per 1,000 ADT	1	
<b>Missing Link</b>		
Completion	20	
<b>Adjacent Site Development</b>		
Adjacent property/s fully developed	10	
Adjacent property/s 50% or greater developed	5	

**Evaluate connection needs**

Each identified project has a score worksheet prepared that includes a planning level cost estimate. A summary of this information is included in Attachment IV. The summary bases priority of a connection link project on the scoring and does not take the project estimate cost into consideration. Factors not included in the priorities shown are public support of a project, timing opportunities, or economical development. It is possible that a lower scoring project will be raised above in priority to a higher scoring project because one or more of these factors are

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considered important in evaluating a project need. In this case, a comment is provided justifying this effect.

**Integrate Plan into the City GIS system**

The maps provided in this Plan have been prepared using the City's Geographical information System (GIS). Any changes to the Plan, such as when a project is completed, will be updated in the City's GIS system.

**Implementation Strategy**

Projects identified in this will be placed with the City Capital Facility Plan under the City's Comprehensive Plan. Those projects that come within the period of the current Six Year Transportation Improvement Program period will be added to this list. Projects not completed within that time period will result in project implementation dates being shift by one year or as determined during the next Six Year Transportation Improvement Program process.

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**ATTACHMENT I**

**SAMPLE COST ESTIMATE WORK SHEET**

**SIDEWALK MASTER PLAN**

**Preliminary Cost Estimate**

**Lake View Drive (aka 20th Street NE) Sidewalk Improvement**

Callow to 112th Avenue NE

Revision: 20 July 2011

Sidewalk to be constructed along the north side only

Total Project Length 2,700 LF

Item Description	Qty	Unit	Unit \$	Totals
Mobilization	1	LS	\$20,000	\$20,000
Right-of-way	1	LS	-	-
Traffic Control	1	LS	\$36,750	\$36,750
Site Preparation (C&G, excavation)	800	CY	\$40	\$32,000
Storm Drainage Piping	2,700	LF	\$30	\$81,000
Catch Basins (based on 180' OC)	16	EA	\$1,500	\$24,000
Water Quality	1	LS	\$54,000	\$54,000
Import materials	600	CY	\$25	\$15,000
Curb & Gutter	2,835	LF	\$30	\$85,050
Sidewalk (5' wide)	1,500	SY	\$50	\$75,000
Retaining Walls (key stone)	4,000	SF	\$30	\$120,000
Driveways (includes asphalt, regrading)	14	EA	\$2,500	\$35,000
ADA Ramps	4	EA	\$3,000	\$12,000
HMA - assume 3 foot widening	360	TONS	\$140	\$50,400
Saw Cut Asphalt	2,700	LF	\$3	\$8,100
Restoration	1	LS	\$12,000	\$12,000
Street Lighting	1	LS	\$10,000	\$10,000
Signage	1	LS	\$6,000	\$6,000
Pavement Marking (x-walk, shoulder)	1	LS	\$10,000	\$10,000
				\$686,300
ENGINEERING - in-house design + geo tech				\$8,000
SURVEY - out source (5%)				\$34,315
Contingency 10%				\$68,630.0
				\$797,245
		Estimated LF cost		\$ 295

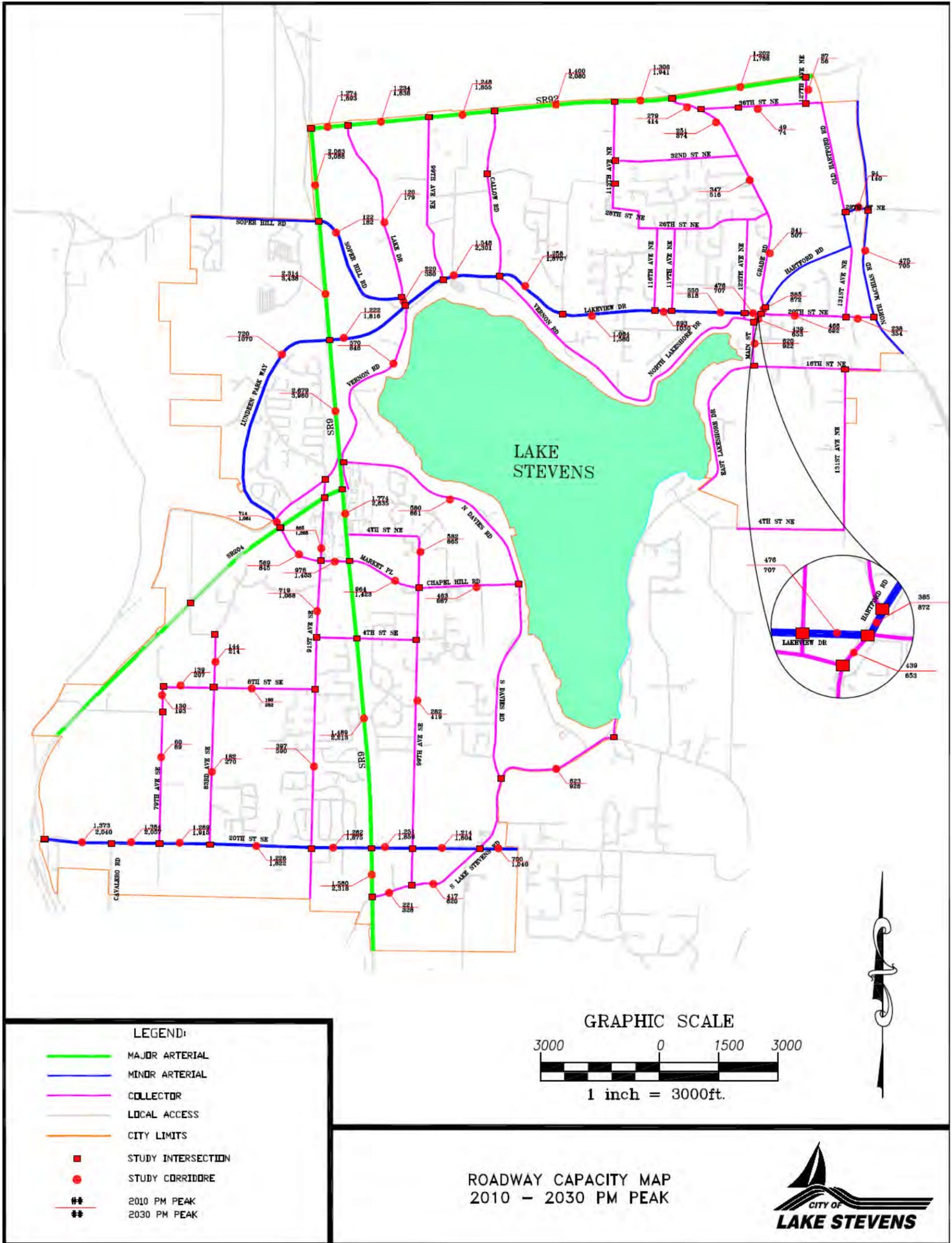
**Assumption**

- 1 No ROW is needed or a no cost easement is obtained
- 2 Soil conditions are suitable for sidewalk placement

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ATTACHMENT II

Road Classification and Traffic Volumes



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ATTACHMENT III

Project Evaluation Score Sheet

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

Evaluator: \_\_\_\_\_

Date: \_\_\_\_\_

Reviewer: \_\_\_\_\_

Date: \_\_\_\_\_

Feature	Point Value		Score
	¼ mile Radius	½ mile Radius	
<b>Connection to trip generator</b>			
School	20	10	
Parks & Public Trails	15	5	
Public Building	10	0	
Retail Center	15	10	
<b>Vicinity Density</b>			
School Route	20		
High Density Corridor	20		
Retail Center	15		
Transit	10		
<b>Street Characteristic</b>			
Arterial	15		
Major Collection	10		
Neighborhood Collection	5		
No Shoulder on Roadway	10		
Traffic Volume (ADT) – points per 1,000 ADT	1		
<b>Missing Link</b>			
Completion	20		
<b>Adjacent Site Development</b>			
Fully developed	10		
50% or greater developed	5		
TOTAL SCORE			

Comments: \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

**DRAFT**

ATTACHMENT IV

Sidewalk Data Spreadsheet

City of Lake Stevens  
**2011 Pedestrian Connection Plan**  
**RATING SUMMARY WORKSHEET**  
Revision 5-Aug-11

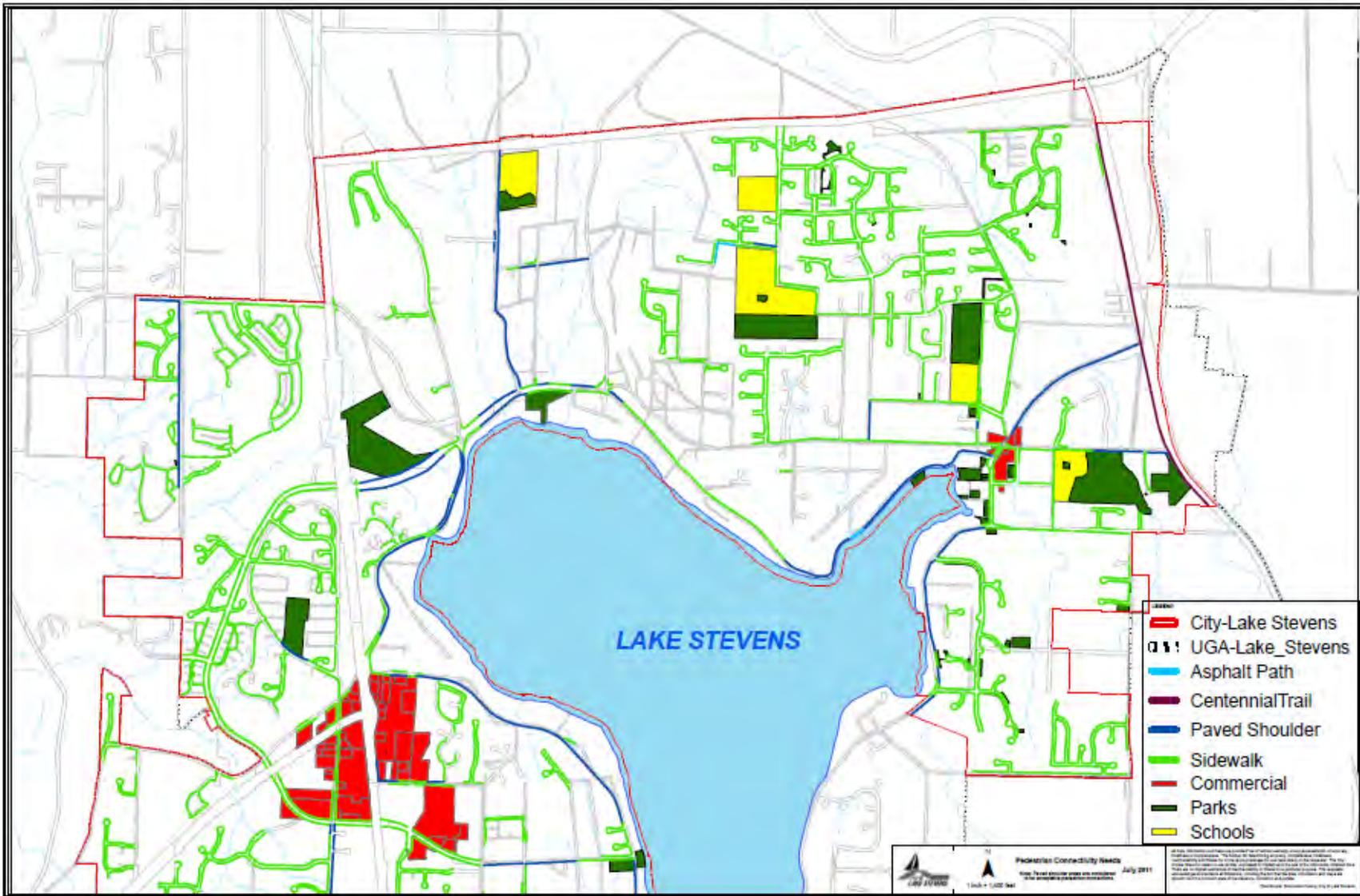
Priority	Project Name	Location	Planning Cost	Score	Adjust	Comments
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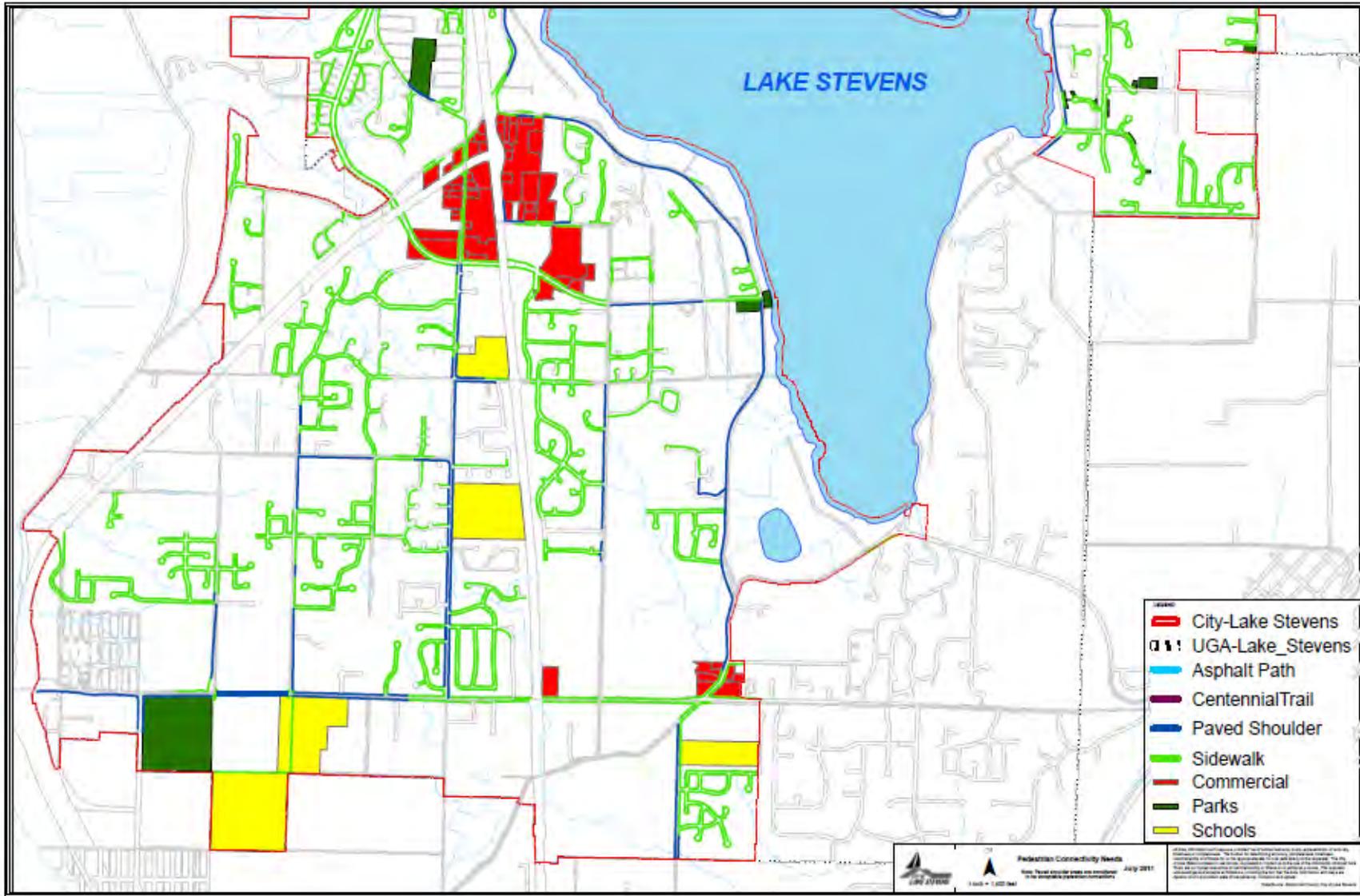
# **MAP A**

## **Inventory**

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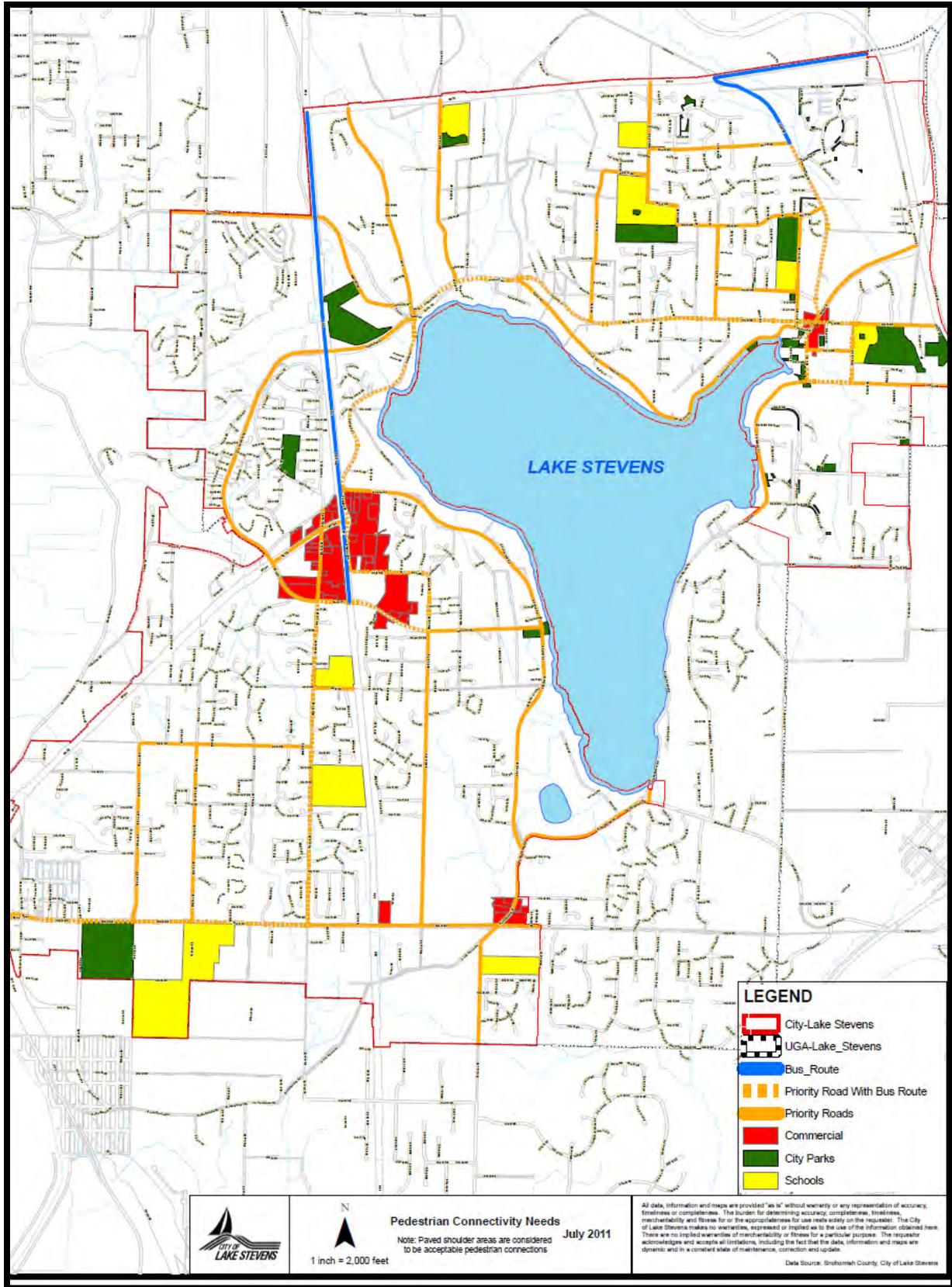
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**MAP B**

**Priority Routes**

**Transit Routes**

**DRAFT**



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**MAP C**

**Connectivity Links**

**(Project Identification)**



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