

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.



CITY COUNCIL REGULAR MEETING AGENDA
Lake Stevens School District Educational Service Center (Admin. Bldg.)
12309 22nd Street NE, Lake Stevens
Monday, February 27, 2012 - 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 February 2012 vouchers. Barb
*B. Approve minutes of February 13, 2012 regular Council meeting. Norma

ACTION ITEMS: *A. Confirm appointment of Pamela Barnet to the Planning Commission. Becky
*B. Approve Professional Services Agreement with Gibson Traffic Consultants for development of a Traffic Mitigation Impact Fee Program. Mick

DISCUSSION ITEMS: A. Year-end financials. Barb
*B. Review of Ordinance No. 869, 2012 budget amendment Barb

COUNCIL PERSON'S BUSINESS:

MAYOR'S BUSINESS:

STAFF REPORTS:

INFORMATION ITEMS:

Lake Stevens City Council Regular Meeting Agenda

February 27, 2012

**EXECUTIVE
SESSION:**

A. Collective Bargaining Negotiations.

ADJOURN:

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

Special Needs

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

NOTICE:

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

**BLANKET VOUCHER APPROVAL
 2012**

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	905388-905446	\$140,452.69
Payroll Checks	33086-33087	\$4,580.16
Claims	33088-33139	\$63,971.40
Electronic Funds Transfers	427-430	\$6,611.20
Void Checks		
Tax Deposit(s)	2/15/2012	\$52,602.31
Total Vouchers Approved:		\$268,217.76

This 27th day of February 2012:

 Mayor

 Councilmember

 Finance Director

 Councilmember

 Councilmember

 Councilmember



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Direct Deposit Register

16-Feb-2012

Wells Fargo - AP

Lake Stevens

Direct Deposits to Accounts

16-Feb-2012	<u>Vendor</u>	<u>Source</u>	<u>Amount</u>	<u>Draft#</u>	<u>Bank Name</u>	<u>Transit</u>	<u>Account</u>
9407	Department of Retirement (Pers	C	\$3,375.50	427	Wells Fargo	121000248	4159656917
9408	NATIONWIDE RETIREMENT SOL	C	\$848.25	428	Wells Fargo	121000248	4159656917
9405	Wash State Support Registry	C	\$478.50	429	Wells Fargo	121000248	4159656917
Total:			\$4,702.25		Count:	3.00	

Direct Deposit Summary

<u>Type</u>	<u>Count</u>	<u>Total</u>
C	3	\$4,702.25

Pre-Note Transactions

Direct Deposit Register

23-Feb-2012

Wells Fargo - AP

Lake Stevens

Direct Deposits to Accounts

24-Feb-2012	<u>Vendor</u>	<u>Source</u>	<u>Amount</u>	<u>Draft#</u>	<u>Bank Name</u>	<u>Transit</u>	<u>Account</u>
9362	Department of Revenue	C	\$1,908.95	430	Wells Fargo	121000248	4159656917
Total:			\$1,908.95		Count:	1.00	

Direct Deposit Summary

<i>Type</i>	<i>Count</i>	<i>Total</i>
C	1	\$1,908.95

Pre-Note Transactions

Detail Check Register

21-Feb-12

Lake Stevens

Check No	Check Date	VendorNo	Vendor			Check Amount
33088	21-Feb-12	280	CITY OF MOUNTLAKE TERRACE			\$22.00
02/23/12		02/23/12 meeting		\$22.00	\$0.00	\$22.00
001001511604300		Legislative - Travel & Mtgs		\$22.00		
Total Of Checks:						\$22.00

Detail Check Register

23-Feb-12

Lake Stevens

Check No	Check Date	VendorNo	Vendor	Check Amount	
33089	27-Feb-12	12540	ALLIED WASTE SERVICES #197		\$353.65
0197-001432159			Dumpster services	\$353.65	\$0.00
					\$353.65
101016542003102			Street Fund Operating Costs	\$171.02	
101016542004500			Street Fund - Rentals/Leases	\$5.81	
410016542403102			Storm Water - Operating Costs	\$171.02	
410016542404501			Storm Water - Equipment Rental	\$5.80	
33090	27-Feb-12	12540	ALLIED WASTE SERVICES #197		\$254.37
0197-001431926			Dumpster services	\$254.37	\$0.00
					\$254.37
001010576803103			Parks-Lundeen-Operating Costs	\$254.37	
33091	27-Feb-12	12540	ALLIED WASTE SERVICES #197		\$103.62
0197-001432570			Dumpster services	\$103.62	\$0.00
					\$103.62
001013519903100			General Government - Operating	\$91.29	
001013519904500			General Government-Equip Renta	\$12.33	
33092	27-Feb-12	12187	AUCKLAND ENTERPRISES		\$675.00
545			Dangerous Tree removal - 19th Pl.	\$675.00	\$0.00
					\$675.00
410016542404800			Storm Water - Repairs & Maint.	\$675.00	
33093	27-Feb-12	137	Barmon Door and Plywood, Inc.		\$172.67
64392			Barrels	\$97.74	\$0.00
					\$97.74
101016542003102			Street Fund Operating Costs	\$97.74	
A64437			501EV-CT 26D Pass Grade 2	\$74.93	\$0.00
					\$74.93
001013519904800			General Government - Repair/Ma	\$74.93	
33094	27-Feb-12	13753	Bel-Red Auto		\$285.01
2214			Bumper repair 2009 Tahoe	\$285.01	\$0.00
					\$285.01
001008521004800			Law Enforcement - Repair & Mai	\$285.01	
33095	27-Feb-12	13475	Bio-Clean Inc		\$244.36
4192			Case #1200299/Bio Hazard clean u	\$244.36	\$0.00
					\$244.36
001008521004800			Law Enforcement - Repair & Mai	\$244.36	
33096	27-Feb-12	969	Business Card		\$4,804.54
02/12 1056			Travel/Supplies/Equip	\$546.47	\$0.00
					\$546.47
001001511604300			Legislative - Travel & Mtgs	\$119.56	
001003511104300			Executive - Travel & Mtgs	\$119.56	
001003513103100			Administration - Office Supply	\$22.80	
001003513104300			Administration - Travel & Mtgs	\$119.56	
510013519606400			Purchase Computer Equipment	\$164.99	
02/12 1324			Travel/supplies/staff dev	\$194.72	\$0.00
					\$194.72

Detail Check Register

23-Feb-12

Lake Stevens

Check No	Check Date	VendorNo	Vendor	Check Amount	
001007558003100			Planning - Office Supplies	\$49.95	
001007558004300			Planning - Travel & Mtgs	\$141.52	
001007558400001			Planning - Staff Development	\$3.25	
02/12 1411			Travel	\$366.83	\$0.00
001001511604300			Legislative - Travel & Mtgs	\$239.12	
001008521004300			Law Enforce - Travel & Mtgs	\$127.71	
02/12 4949			Travel/Staff Dev/Op Cost	\$1,694.66	\$0.00
001008521003104			Law Enforcement-Operating Cost	\$260.61	
001008521004300			Law Enforce - Travel & Mtgs	\$94.05	
001008521004901			Law Enforcement - Staff Develo	\$1,340.00	
02/12 5242			JSA Builder Subscription	\$49.00	\$0.00
001003516104900			Human Resources-Miscellaneous	\$49.00	
02/12 7750			Travel/Tools/Repair	\$889.89	\$0.00
101016542004300			Street Fund - Travel & Mtgs	\$24.41	
101016542004800			Street Fund - Repair & Mainten	\$38.81	
410016531503104			DOE-G1100060 SW Capacity Exp	\$311.10	
410016542403103			Tools	\$515.57	
02/12 8109			Repair/Op Cost/Communications	\$1,062.97	\$0.00
001008521003104			Law Enforcement-Operating Cost	\$555.97	
001008521004200			Law Enforcement - Communicatio	\$400.00	
001008521004800			Law Enforcement - Repair & Mai	\$107.00	
33097	27-Feb-12	11952	Carquest Auto Parts Store		\$88.94
2421-171305			carb cleaner/oil/filter	\$76.70	\$0.00
101016542004800			Street Fund - Repair & Mainten	\$76.70	
2421-171410			Wiper blades	\$13.62	\$0.00
101016542004800			Street Fund - Repair & Mainten	\$13.62	
2421-171536			Battery	\$100.85	\$0.00
410016542404800			Storm Water - Repairs & Maint.	\$100.85	
2421-171549			Battery	(\$102.23)	\$0.00
410016542404800			Storm Water - Repairs & Maint.	(\$102.23)	
33098	27-Feb-12	13776	Chris L Griffen		\$487.50
C8845L			Public defender	\$300.00	\$0.00
001013512800000			Court Appointed Attorney Fees	\$300.00	
C8967L			Public defender	\$187.50	\$0.00

Detail Check Register

23-Feb-12

Lake Stevens

Check No	Check Date	VendorNo	Vendor	Check Amount	
001013512800000			Court Appointed Attorney Fees	\$187.50	
33099	27-Feb-12	274	City of Everett		\$3,965.00
I12000090			Animal shelter svc Dec 2011	\$1,860.00	\$0.00 \$1,860.00
001008539004100			Code Enforcement - Professiona	\$1,860.00	
I12000423			Police Skills Refresher training	\$400.00	\$0.00 \$400.00
001008521004901			Law Enforcement - Staff Develo	\$400.00	
I12000432			Animal shelter svc Jan 2012	\$1,705.00	\$0.00 \$1,705.00
001008539004100			Code Enforcement - Professiona	\$1,705.00	
33100	27-Feb-12	12004	CITY OF MARYSVILLE		\$3,628.98
POLIN12-003			Repmt of dupl deduction	\$133.34	\$0.00 \$133.34
001008523005100			Law Enforcement - Jail	\$133.34	
5869			Hwy 9 prof svcs	\$437.50	\$0.00 \$437.50
001013519904100			General Government - Professio	\$437.50	
POLIN11-0148			Prisoner housing Jan 2012	\$470.00	\$0.00 \$470.00
001008523005100			Law Enforcement - Jail	\$470.00	
POLIN11-0150			Prisoner Housing Okanogan Jan 12	\$1,619.14	\$0.00 \$1,619.14
001008523005100			Law Enforcement - Jail	\$1,619.14	
POLIN12-007			Prisoner Housing Okanogan Dec 20	\$969.00	\$0.00 \$969.00
001008523005100			Law Enforcement - Jail	\$969.00	
33101	27-Feb-12	296	Code Publishing Co.		\$745.43
40010			Municiple code publishing	\$745.43	\$0.00 \$745.43
001003514104100			City Clerks-Professional Servi	\$745.43	
33102	27-Feb-12	13030	COMCAST		\$113.94
02/12 0443150			Communications internet	\$113.94	\$0.00 \$113.94

Detail Check Register

23-Feb-12

Lake Stevens

Check No	Check Date	VendorNo	Vendor	Check Amount
001003513104200			Administration-Communications	\$2.28
001003514104200			City Clerks-Communications	\$6.84
001003516104200			Human Resources-Communications	\$2.28
001003518104200			IT Dept-Communications	\$4.56
001004514234200			Finance - Communications	\$4.56
001007558004200			Planning - Communication	\$18.23
001008521004200			Law Enforcement - Communicatio	\$66.09
001010576804200			Parks - Communication	\$3.04
101016542004200			Street Fund - Communications	\$3.04
410016542404200			Storm Water - Communications	\$3.02
33103	27-Feb-12	13757	Comdata Corporation	\$13,254.56
20160766			Fuel	\$7,606.53
				\$0.00
				\$7,606.53
001008521003200			Law Enforcement - Fuel	\$7,606.53
20160767			Fuel	\$5,648.03
				\$0.00
				\$5,648.03
001007559003101			Building Department - Operatin	\$105.67
101016542003200			Street Fund - Fuel	\$2,771.18
410016542403200			Storm Water - Fuel	\$2,771.18
33104	27-Feb-12	91	Corporate Office Supply	\$153.05
125625i			keyboards for patrol	\$82.51
				\$0.00
				\$82.51
001008521003100			Law Enforcement - Office Suppl	\$82.51
125720			evidence stamp	\$70.54
				\$0.00
				\$70.54
001008521003100			Law Enforcement - Office Suppl	\$70.54
33105	27-Feb-12	13196	Correctional Industries	\$506.82
WINV312400			Signs/Telespar Sign Mounting Suppl	\$506.82
				\$0.00
				\$506.82
101016542004800			Street Fund - Repair & Mainten	\$506.82
33106	27-Feb-12	9386	Crystal and Sierra Springs	\$310.13
5249844020112			Bottled water	\$310.13
				\$0.00
				\$310.13
001007559003101			Building Department - Operatin	\$52.64
001008521003104			Law Enforcement-Operating Cost	\$99.57
001013519904900			General Government - Miscellan	\$52.64
101016542003102			Street Fund Operating Costs	\$52.64
410016542403102			Storm Water - Operating Costs	\$52.64
33107	27-Feb-12	13182	Dean Thomas	\$14.11
020812			video tape for search warrant	\$14.11
				\$0.00
				\$14.11
001008521003100			Law Enforcement - Office Suppl	\$14.11
33108	27-Feb-12	13027	DEPARTMENT OF LICENSING	\$300.00

Detail Check Register

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Lake Stevens

Check No	Check Date	VendorNo	Vendor		Check Amount
14827-14845			Weapons permits	\$300.00	\$300.00
63300858600000			Gun Permit - State Remittance	\$300.00	
33109	27-Feb-12	13918	Economic Alliance Sno Co		\$3,000.00
2012-217			2012 Annual Investment	\$3,000.00	\$3,000.00
001013519904902			General Government - Economic	\$3,000.00	
33110	27-Feb-12	473	Electronic Business Machines		\$255.31
073140			copier maint	\$79.17	\$79.17
001007558004800			Planning - Repairs & Maint.	\$39.59	
101016542004800			Street Fund - Repair & Mainten	\$39.58	
073210			Copier maint	\$176.14	\$176.14
001008521004800			Law Enforcement - Repair & Mai	\$176.14	
33111	27-Feb-12	549	Foster Press		\$293.73
28974			Policy manual	\$58.64	\$58.64
001008521003100			Law Enforcement - Office Suppl	\$58.64	
28987			6 Copies Comp Plan Printing	\$235.09	\$235.09
001007558004902			Planning - Printing and Bindin	\$235.09	
33112	27-Feb-12	13010	Grainger		\$64.72
9753927590			Ear plugs / Eye protection	\$64.72	\$64.72
101016542003102			Street Fund Operating Costs	\$32.36	
410016542403102			Storm Water - Operating Costs	\$32.36	
33113	27-Feb-12	673	Home Depot		\$951.97
1013154			Restroom repair at Shop	\$98.89	\$98.89
101016543504802			Facilities R&M (City Shop)	\$98.89	
7131805			Lumber for North Cove Park repair	\$145.27	\$145.27
001010576804800			Parks - Repair & Maintenance	\$145.27	
9141964			Restroom repair at Shop	\$680.64	\$680.64
101016543504802			Facilities R&M (City Shop)	\$680.64	
9141966			Light repair - city hall	\$27.17	\$27.17
001013519904800			General Government - Repair/Ma	\$27.17	
33114	27-Feb-12	13232	Integra Telecom, Inc		\$848.79
9325564			Communications	\$848.79	\$848.79

Detail Check Register

23-Feb-12

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	\$242.97
001013555504200			Commnity Center-Communication	\$36.87
101016542004200			Street Fund - Communications	\$120.26
410016542404200			Storm Water - Communications	\$122.61
33115	27-Feb-12	833	Kustom Signals, Inc.	\$3,244.97
278980			ProLaser III Radar Gun	\$3,244.97
				\$0.00
001008521703100			LE-Traffic Policing-MiscGrants	\$3,244.97
33116	27-Feb-12	11777	Lake Stevens Fire	\$300.00
6020			Annual inspection - new shop	\$300.00
				\$0.00
101016542003102			Street Fund Operating Costs	\$150.00
410016542403102			Storm Water - Operating Costs	\$150.00
33117	27-Feb-12	852	Lake Stevens Journal	\$43.55
76778			Advertising - legal	\$43.55
				\$0.00
001007558004400			Planning - Advertising	\$43.55
33118	27-Feb-12	12751	LAKE STEVENS POLICE GUILD	\$1,164.00
02/15/2012			Union dues	\$1,164.00
				\$0.00
001000281000000			Payroll Liabilities	\$1,164.00
33119	27-Feb-12	13774	Maltby Container & Recycling	\$105.00
22106			Dump fees	\$105.00
				\$0.00
410016542404800			Storm Water - Repairs & Maint.	\$105.00
33120	27-Feb-12	13822	Northwest Sales Group	\$617.93
119308			Bottle Jack	\$617.93
				\$0.00
101016542004800			Street Fund - Repair & Mainten	\$617.93
33121	27-Feb-12	13044	PAKOR, INC - NW8935	\$231.09
894507			passport photo paper and ink	\$231.09
				\$0.00
001008521003100			Law Enforcement - Office Suppl	\$231.09

Detail Check Register

23-Feb-12

Lake Stevens

Check No	Check Date	VendorNo	Vendor	Check Amount	
33122	27-Feb-12	1053	Patricks Printing		\$85.72
41829			Business Cards - Welch	\$85.72	\$0.00
					\$85.72
001001511603100			Legislative - Operating Costs	\$85.72	
33123	27-Feb-12	13914	Phelps Tire Co		\$759.02
582213			Tires for PW13	\$759.02	\$0.00
					\$759.02
101016542004800			Street Fund - Repair & Mainten	\$759.02	
33124	27-Feb-12	12450	PITNEY BOWES		\$400.34
2815967-OT11			Postage machine rental Nov 11	\$176.00	\$0.00
					\$176.00
001013519904500			General Government-Equip Renta	\$176.00	
9619164-DC11			Postage machine rental	\$112.17	\$0.00
					\$112.17
001013519904500			General Government-Equip Renta	\$112.17	
9619164-JA12			Postage machine rental Jan 12	\$112.17	\$0.00
					\$112.17
001013519904500			General Government-Equip Renta	\$112.17	
33125	27-Feb-12	11869	PUGET SOUND ENERGY		\$594.92
02/07/12			Utilities - gas	\$230.57	\$0.00
					\$230.57
001010576804700			Parks - Utilities	\$76.86	
101016542004700			Street Fund - Utilities	\$76.86	
410016542404701			Storm Water Utilities	\$76.85	
02-07-12			Utilities - gas	\$364.35	\$0.00
					\$364.35
001010576804700			Parks - Utilities	\$121.45	
101016542004700			Street Fund - Utilities	\$121.45	
410016542404701			Storm Water Utilities	\$121.45	
33126	27-Feb-12	13910	Rackmount Solutions		\$209.00
INV15000295			Network Rack for Annex - Planning	\$209.00	\$0.00
					\$209.00
510013519606400			Purchase Computer Equipment	\$209.00	
33127	27-Feb-12	13919	Safe Kids		\$20.00
02/22/12			CEU Registration - Anderson	\$20.00	\$0.00
					\$20.00
001008521004901			Law Enforcement - Staff Develo	\$20.00	
33128	27-Feb-12	12722	SHRED-it WESTERN WASHINGTON		\$49.50
101198264			Shredding services	\$49.50	\$0.00
					\$49.50
001008521003104			Law Enforcement-Operating Cost	\$49.50	
33129	27-Feb-12	13363	Six Robblees Inc.		\$77.54
14-246141			Tire Chain Replacement	\$77.54	\$0.00
					\$77.54

Detail Check Register

23-Feb-12

Lake Stevens

Check No	Check Date	VendorNo	Vendor	Check Amount
101016542004800			Street Fund - Repair & Mainten	\$77.54
33130	27-Feb-12	13715	Sno Co Sherrifs Office	\$7,688.71
2012-954			Prisoner housing Jan 2012	\$7,688.71
001008523005100			Law Enforcement - Jail	\$7,688.71
33131	27-Feb-12	13715	Sno Co Sherrifs Office	\$251.95
01/2012			Inmate medical 01/2012	\$251.95
001008523005100			Law Enforcement - Jail	\$251.95
33132	27-Feb-12	1382	Snohomish County Public Works	\$6,339.59
I000294770			Vehicle Repair & Maint	\$6,339.59
001008521004800			Law Enforcement - Repair & Mai	\$4,646.57
101016542004800			Street Fund - Repair & Mainten	\$1,693.02
33133	27-Feb-12	12961	SNOHOMISH COUNTY PUD	\$3,732.35
107159784			Utilities - electric	\$168.95
101016542630000			Street Fund - Street Lighting	\$168.95
107161065			Utilities - electric	\$454.65
101016542630000			Street Fund - Street Lighting	\$454.65
110476808			Utilities - electric	\$1,326.20
001012572504700			Library - Utilities	\$1,190.47
001013519904700			General Government - Utilities	\$135.73
113795120			Utilities - electric	\$782.36
001013519904700			General Government - Utilities	\$782.36
123753282			Utilities - electric	\$366.43
001010575304901			Historical Museum	\$183.22
001010575304905			Grimm House Expenses	\$183.21
130388275			Utilities - electric	\$118.38
101016542630000			Street Fund - Street Lighting	\$118.38
130390358			Utilities - electric	\$341.88
001010576804700			Parks - Utilities	\$113.96
101016542004700			Street Fund - Utilities	\$113.96
410016542404701			Storm Water Utilities	\$113.96
133692509			Utilities - electric	\$173.50
101016542630000			Street Fund - Street Lighting	\$173.50

Detail Check Register

23-Feb-12

Lake Stevens

Check No	Check Date	VendorNo	Vendor	Check Amount	
33134	27-Feb-12	12961	SNOHOMISH COUNTY PUD		\$139.66
103844355		Utilities - electric	\$77.16	\$0.00	\$77.16
001010576804700		Parks - Utilities	\$77.16		
107158519		Utilities - electric	\$31.25	\$0.00	\$31.25
001010576804700		Parks - Utilities	\$31.25		
130386445		Utilities - electric	\$31.25	\$0.00	\$31.25
001010576804700		Parks - Utilities	\$31.25		
33135	27-Feb-12	12579	SUMMIT LAW GROUP		\$145.00
55388		Professional services	\$145.00	\$0.00	\$145.00
101016542004100		Street Fund - Professional Ser	\$72.50		
410016542404101		Storm Water - Professional Ser	\$72.50		
33136	27-Feb-12	13891	Tacoma Screw Products Inc		\$258.48
10275317		Nylon tie straps	\$81.22	\$0.00	\$81.22
101016542003102		Street Fund Operating Costs	\$81.22		
10276527		bolts & cotter pins	\$94.40	\$0.00	\$94.40
101016542003102		Street Fund Operating Costs	\$94.40		
10278407		Shrink tube	\$82.86	\$0.00	\$82.86
101016543504802		Facilities R&M (City Shop)	\$82.86		
33137	27-Feb-12	13821	Terminix Commercial		\$59.73
02/02/12		Pest Control Eagle Ridge Park	\$59.73	\$0.00	\$59.73
001010576803100		Parks - Operating Costs	\$59.73		
33138	27-Feb-12	11788	United Way of Snohomish Co.		\$92.00
01/12 adj		Adj amt for Jan 2012	\$92.00	\$0.00	\$92.00
001000281000000		Payroll Liabilities	\$92.00		
33139	27-Feb-12	13348	Watershed		\$1,463.15
2012-0076		Wetland Study Review	\$1,463.15	\$0.00	\$1,463.15
001007558004107		Planning-CA - Developer Reimb	\$1,463.15		
Total Of Checks:					\$63,949.40

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

Monday, February 13, 2012
Lake Stevens School District Educational Service Center (Admin. Bldg.)
12309 22nd Street N.E. Lake Stevens

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

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

COUNCILMEMBERS ABSENT:

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

OTHERS:

Guest Business. None

Police Explorers Recognition. Police Chief Celori expressed appreciation to the Explorers for their community service as volunteers. Mayor Little awarded a certificate of appreciation to the Explorers.

Consent Agenda. Councilmember Tageant (A. Approve February 2012 vouchers [Payroll Direct Deposits 905322-905387 for \$119,662.45, Payroll Checks 32964-32965 for \$4,142.14, Claims 32962-32963, 32966-33085 for \$279,397.24, Electronic Funds Transfers 417-426 for \$161,157.27, Void Checks 426, 32988, 32886 a deduct of \$14,617.81, Tax Deposit 2.1.12 for \$41,372.19, for total vouchers approved of \$591,113.48) and B. Approve minutes of January 23, 2012 regular Council meeting), seconded by Councilmember Holder; motion carried unanimously. (7-0-0-0)

Approve bid award and contract to Shelton Finish LLC for Lundeen Park Restroom and Shelter Reroof. Public Works Director/Engineer Monken reported the project budget is \$18,000 and the lowest bidder was \$11,482.66 including sales tax. Nine bids were received. This project will complete the replacement of all the roofing in Lundeen Park. Included is a \$2,000 contingency reserve to cover unknown factors when removing the existing roof.

MOTION: Councilmember Spencer moved to authorize the Mayor to enter into award of contract for Lundeen Park restroom and shelter reroof, seconded by Councilmember Daughtry; motion carried unanimously. (7-0-0-0)

Agreement regarding certificate of occupancy for Lake Stevens Sewer District treatment plant. City Administrator Berg stated this agreement drafted by our City Attorney is for temporary occupancy to start March 1 when certain conditions are met and to have final road

improvements completed by October 31. This agreement binds the District to do the road improvement this summer and bond or assignment of funds if the road is not completed.

MOTION: Councilmember Spencer moved to authorize the Mayor to enter into agreement regarding certificate of occupancy as presented here this evening, seconded by Councilmember Tageant; motion carried unanimously. (7-0-0-0)

Draft Subarea plan and DEIS for 20th Street SE. Principal Planner Watkins reviewed the Subarea plan purpose, planning process, major subarea objectives, existing corridor conditions, subarea plan goals & policies, office building typologies, street network, and level of service. The following three Draft EIS alternatives were reviewed: 1) no action, mostly single family 2) large employment/commercial emphasis with higher density residential and 3) moderate employment/commercial with residential emphasis. Mitigation measures for action alternatives and effects of alternatives were reviewed.

Multi-family use code amendment briefing (LS2011-10). Planning Director Ableman reported this is for one non-conforming issue. The code amendment would permit multi-family apartments in the Suburban Residential Zone as allowed uses on properties annexed into Lake Stevens on or after January 1, 2006 that Snohomish County previously approved. Any expansion and replacement would need to meet the current building code. The Planning Commission will forward a recommendation late next month.

Council Person's Business: Councilmembers reported on the following: Spencer – Council Retreat topics: strategic plan revisit with financial goals, 1-2 year topic agenda suggestions – transportation facilities, park goals, lake quality, community meeting space, and refresher on do's and don'ts for elected officials. Consensus was to schedule the retreat for April 21. City Administrator Berg recommended using the City's insurance carrier for the elected officials' training. Mayor Little agreed the strategic plan, financial plan, lake quality, and community meeting space as the priorities. Councilmember Quigley suggested using a facilitator for the retreat.

Executive Session. Mayor Little called for an executive session on potential litigation for ten minutes with no action to follow at 8:24 p.m. After a five minute recess the executive session started at 8:29 p.m. and ended at 8:36 p.m.

Adjourn. Councilmember Daughtry moved to adjourn at 8:36 p.m., seconded by Councilmember Dooley; motion carried unanimously. (7-0-0-0)

Vern Little, Mayor

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

Office of the Mayor

To: City Council
From: Mayor Little
Re: Planning Commission Appointment
Date: February 27, 2012

One of the Planning Commission positions was recently vacated. Since we have very qualified individuals from the January 5th Planning Commission applicant interviews, Planning Director Becky Ableman and I selected one of those individuals. We are recommending Council's confirmation of Pamela Barnet to the vacated position. Ms. Barnet is a retired school teacher and lives in the newly annexed area.



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LAKE STEVENS CITY COUNCIL
STAFF REPORT

Council Agenda Date: 27 February 2012

Subject: Award of Professional Services for 2012 Traffic Mitigation Impact Fee Program

Contact Mick Monken **Budget Impact:** \$38,000.00
Person/Department: Director of Public Works

RECOMMENDATION(S)/ACTION REQUESTED OF COUNCIL: Authorize the Mayor to execute a professional service agreement with Gibson Traffic Consultants to perform services for the development of the City's Traffic Mitigation Impact Fee Program in the amount of \$32,000 and authorized a management reserve of \$6,000

SUMMARY/BACKGROUND: In 2009-10, Gibson Traffic Consultants (GTC) was under contract with the City to perform traffic modeling and begin the initial development of a Growth Management Act (GMA) base traffic mitigation program (Program). The City currently uses a SEPA based program. This GTC's work was started in 2009 but was halted by the City during the Southwest Annexation process so that this area could be included in the Program. The SW annexation occurred in January 2010 but further work on the Program was delayed due to transportation studies from the two subarea plans on the program that could result in additional projects. The subarea plans are at a point where the development of the Program can occur and be inclusive of the transportation needs identified in the subarea planning process.

The City looked at three alternatives to develop the Program: 1) Continue to use GTC; 2) incorporate the program as part of the subarea planning process; and 3) solicit for professional services. Staff evaluated alternative 2 and 3 by meeting with several consultants. It was determined that the most expeditious and cost effective method was to continue with GTC and to build upon their past work. Also, GTC is a part of the subarea consultant team performing current traffic modeling for the Lake Stevens Center (LSC). Modeling information developed from the past GTC, subarea planning, and other localized modeling will be incorporated. To help keep the costs to a minimum, staff will be performing some of the support services such as traffic counts, preparing the ordinance, and performing presentations.

The City's Planning and Public Works Department have worked with GTC on the development of the scope of services. The final outcome of this service will be the development of a GMA/SEPA based traffic mitigation impact fee program and concurrency methodology. The fee for these services is \$32,000. A management reserve (contingency) is set at \$6,000 and is intended to cover additional work beyond the scope of services.

APPLICABLE CITY POLICIES: Development is to pay a proportionate share for traffic impacts

BUDGET IMPACT: \$38,000 total. Approved 2012 budget is \$40,000.

ATTACHMENTS:

- ▶ Attachment A: GTC Professional Service Agreement

ATTACHMENT A

**PROFESSIONAL SERVICES AGREEMENT BETWEEN
CITY OF LAKE STEVENS
AND Gibson Traffic Consultants
FOR 2012 Traffic Mitigation Impact Fee Program**

THIS AGREEMENT, made and entered into in Snohomish County, Washington, by and between CITY OF LAKE STEVENS, hereinafter called the "City," and Gibson Traffic Consultants, 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 assist the City in developing a traffic mitigation impact fee program and concurrency methodology 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 2012 Traffic Mitigation Impact Fee Program, 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 180 days, 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. 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 Engineer and the City, its members, officers, employees and agents, the Engineer's liability to the City, by way of indemnification, shall be only to the extent of the Engineer'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 Thirty two thousand dollars and no cents (\$32,000.00). 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 Mick Monken
PO Box 257
LAKE STEVENS, WA 98258-0257

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

Edward Koltonowski
Gibson Traffic Consultants
2802 Wetmore Avenue #220
Everett, WA 98201

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

V.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 _____, 2012.

CITY OF LAKE STEVENS _____, CONSULTANT

By _____
VERN LITTLE, MAYOR

By _____

APPROVED AS TO FORM:

GRANT K. WEED, CITY ATTORNEY

EXHIBIT A

SCOPE OF WORK AND COSTS

2012 Traffic Mitigation Impact Fee Program

Revision: 15 Feb 2012

Main Goal

The City of Lake Stevens will adopt a GMA-based impact fee for the western portions of the city and a SEPA-based fee for the northeastern portion of the city, and will develop a concurrency methodology for the entire city, in conjunction with adoption of the Lake Stevens Center and 20th ST SE Corridor Subarea Plans as amendments to the City Comprehensive Plan.

Main Objectives for GTC

Provide the impact fee cost basis to support the City's adoption of transportation mitigation fees by

- reviewing the existing technical and policy work,
- assisting the City staff in developing the necessary policy framework,
- conducting and documenting the necessary additional technical work,
- Synthesizing everything into a simple, cohesive, integrated impact fee cost basis, and providing the City staff with the tools to maintain and update the impact fee cost basis.

MAIN TASKS AND COST ESTIMATES

REVIEW EXISTING TECHNICAL AND POLICY WORK - \$3,000

Review the existing technical and policy documents to confirm what will support the impact fee, and to identify the gaps and inconsistencies that will need to be remedied. These documents may include, but are not limited to:

- City Comprehensive Plan including the Transportation Element and Capital Facilities Plan
- Lake Stevens Center DEIS and other documents including the 2011 project cost memorandum
- 20th ST SE Corridor DEIS and other documents including the 2011 project cost memorandum

ASSIST CITY STAFF IN DEVELOPING NECESSARY POLICY FRAMEWORK - \$9,000

Provide City staff with options and recommendations to make key decisions on the policy framework, technical methodology, and identification of the documents needed to support impact fees. This will involve up to six (6) two-hour meetings with City staff. Areas to be covered may include, but are not limited to the following:

- LOS Standard and Methodology: Does the recommended LOS E threshold make sense Citywide, and how will it be measured? Does it make sense to move away from the current link-based LOS standard to an intersection-based standard? How does this relate to project identification for the impact fee cost basis?
- Concurrency Requirements and Methodology: How would the City use the LOS standard and methodology in applying concurrency requirements in a way that is consistent with the implementation of mandatory impact fees?
- Impact Fee Service Areas: How do the subareas of the Comp Plan fit into two or more service areas for the impact fees (one on the east and one or more on the west)? Can the Lake Stevens Center and 20th ST SE Corridor be combined? How will the areas of the City surrounding the subareas be folded in? Where will boundaries of the service areas be?
- Projects on State Highways: What will the City's role be in making improvements to state highways that are necessary to support growth in the City? If the City will be actively participating in projects on state highways what assumptions will be used in estimating costs to the City? To what extent will improvements on state highways be part of the City's impact fee cost basis?
- Details in Meeting Other GMA-Fee Requirements: Determine how various specific requirements will be met such as how credits will be provided to developers for construction of improvements or dedication of ROW that is part of the impact fee cost basis, how credits for taxes paid by new development will be estimated, how to consider development outside the city so as to not overcharge developments in the city. Are project costs going to be expressed in current dollars or year-of-expenditure dollars?
- Policy Discounts: What levels of fees are reasonable for development and politically acceptable to the elected officials? The impact fee cost basis will determine the maximum impact fee that could be charged within a given area, but the actual fee table adopted by the City Council will likely be less than that. How should these discounts be determined and shown publically?
- Administrative and Adopted Documents: What policy and technical documents does the City need to support its fee program? What form will they take? Which of these documents must be adopted by City officials and which can be adopted administratively?

CONDUCT AND DOCUMENT ADDITIONAL TECHNICAL WORK - \$9,000

Provide a technical memorandum to the City which includes:

- For parts of the City *not included* in the Lake Stevens Center and 20th ST SE corridor conduct analysis of circulation and LOS issues for existing and future land use, estimate the existing and future trips added to the system, and identify additional projects for the impact fee cost basis.
- For the parts of the City *that are included* in the Lake Stevens Center and 20th ST SE corridor analysis, confirm that the level of service analysis, final list of projects and their cost estimates are defensible and estimate the existing and future trips added to the system.

- Aggregate all of this work into the service areas.
- Conduct the additional technical work necessary including that necessary to justify costs adjustments (e.g., credits for taxes, existing deficiencies) and adjustments to the estimates of future new trips (e.g., developments outside the city).

SYNTHESIZE INTO A SIMPLE AND INTEGRATED IMPACT FEE COST BASIS - \$9,000

Organize all of the existing and new technical and policy work comprising the impact fee cost basis into a document containing:

- Two or more service areas including one based on the existing Old Town in which the fees will be implemented using SEPA as an interim measure, and one or more service areas on the west side. Include a detailed written description of the boundaries of the service areas.
- The list of impact fee projects for each service area.
- For each service area, the cost estimates of the impact fee projects and necessary adjustments to consider such things as credits for taxes paid and existing deficiencies.
- For each service area the estimates of new trips generated by future development and necessary adjustments for such things as new development outside the city.
- For each service area the maximum legal impact fee possible derived from dividing the total adjusted project costs by the total adjusted new trips.
- A narrative describing the assumptions, policies and methodologies used in the impact fee cost basis.

Changes to project scopes and construction costs and any changes in city boundaries will likely necessitate updates to the impact fee cost basis prior to 2025. It makes sense to provide the City with the tools to easily update the impact fee cost basis. Therefore;

- The WORD document with the impact fee cost basis will be in a format to easily enable future updates. (For example, the County's Transportation Needs Report consists of a group of "appendices" which are administratively adopted at any time, one at a time, by the Public Works Director.)
- Behind the creation of the document will be an EXCEL workbook, with different worksheets for each component of the fee cost basis, including the project lists, the trip generation, the adjustment factors, the assembled impact fee cost basis, and the list of impact fees after applied discounts. The EXCEL workbook will include a table which can be printed off for distribution to the Public, posting on the internet, or exported into the WORD documents.

ASSUMPTIONS

This estimate is based on the following assumptions:

- Attendance at up to 6 team meetings with City staff
- Up to 5 new counts by GTC if required
- Project cost estimates provided by the City or from existing documentation
- No new regional modeling by GTC only local sketch modeling to mesh existing models output to fill in the gaps where necessary
- Although this process is closely linked to establishing/confirming the City LOS standards, it does not include developing a separate stand-alone traffic concurrency ordinance. However, that potential will be considered in the organization of the material for this project and recommendations will be made to staff.
- Significant graphics or creation of presentation-quality maps will be prepared by the City.

Admin, travel, expenses and counts etc \$2,000

TOTAL COST \$32,000



LAKE STEVENS CITY COUNCIL
STAFF REPORT

Council Agenda Date: February 27, 2012

Subject: 2012 Budget Amendment #1

Contact Person/Department: Barb Lowe/ Finance **Budget Impact:** Yes

RECOMMENDATION(S)/ACTION REQUESTED OF COUNCIL:

Review Ordinance No. 869 Amending Ordinance No. 865

SUMMARY/BACKGROUND:

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

Detailed explanations of the changes requested are described below:

General Fund - 001

The change in beginning fund balance reflects the actual 2011 ending fund balance. The increase in revenues is due to a DOJ grant that will be reimbursed in 2012 (\$13,134). The increase in expenditures is partially due to a carry-forward of the remaining 2011 budgeted expenditures for Law Enforcement computer equipment (\$27,500), and the addition of the room rental fees for Council meetings (\$2,000). The ending fund balance reflects these changes.

Street Fund - 101

The change in beginning fund balance reflects the actual 2011 ending fund balance. The net increase in expenditures is partially due to a carry-forward of the remaining 2011 budgeted expenditures for repairs and additions to the new City Shop (\$14,158), replacement of items at the PW Shop (\$9,800), and the circulation study of the Lake Stevens Center area (\$15,967). Additional expenditure changes include the transfer of budgeted tool purchases from the Equipment Replacement fund (\$2,700), additional SWM fees for the City Shop shared with the Storm Fund (\$1,657), new ongoing payment to the County for Road Bond Debt related to the most recent annexation (\$6,608), and a decreased fund contribution to the City's insurance premium (-\$24,447). The ending fund balance reflects these changes.

Drug Seizure & Forfeiture Fund - 111

The net proceeds of seized/forfeited drug related property are retained in this fund exclusively for the expansion and improvement of controlled substances related law enforcement activity. The change in beginning fund balance reflects the actual 2011 ending fund balance which includes the correction of a miscoded deposit of funds. The increased revenue reflects the additional seizure related deposits anticipated this year (\$13,095). The increase in expenditures reflects the budgeting of these funds to be spent on required state remittance (10%) and necessary evidence room upgrades (\$31,680). The ending fund balance reflects these changes.

Capital Improvement Fund – REET I – 303

The change in beginning fund balance reflects the actual 2011 ending fund balance. The reduction in expenditures is due to moving the debt service of the 2010A bond from this fund to the REET II fund (-\$74,165). The ending fund balance reflects these changes.

Capital Improvement Fund – REET II – 304

The change in beginning fund balance reflects the actual 2011 ending fund balance. The increase in expenditures is due to moving the debt service of the 2010A bond from the REET I fund to the REET II fund (\$74,165). The ending fund balance reflects these changes.

Storm & Surface Water Fund – 410

The change in beginning fund balance reflects the actual 2011 ending fund balance. The increase in expenditures reflects the fund's additional contribution to the City's insurance premiums (\$12,818), correction of an error in the original R&M budget (\$18,000), additional SWM fees for the City Shop shared with the Street Fund (\$1,657), and fees to be paid to the County for the Lundeen Creek Restoration project related to the annexation ILA (\$4,300). The ending fund balance reflects these changes.

Equipment Fund – Computer – 510

The change in beginning fund balance reflects the actual 2011 ending fund balance. The increase in expenditures reflects website costs that were budgeted in 2011, yet not invoiced until 2012 (\$7,126). The ending fund balance reflects these changes.

Equipment Fund – PW – 530

The change in beginning fund balance reflects the actual 2011 ending fund balance. The increase in expenditures reflects the net change caused by transferring of budgeted tool purchases from this fund to the Street fund (-\$2,700), and carrying forward the purchase of a 5 yard dump truck, ordered in 2011 and not yet received (\$50,000). The ending fund balance reflects these changes.

Treasurer's Trust Fund – 633

This trust fund is used to record funds collected for, and paid to other governments. These funds are not owned by the City and as such, this fund should remain at zero. This rarely occurs at year end due to timing of collections and payments. The change in beginning fund balance reflects the actual 2011 ending fund balance. The increase in expenditures reflects the remaining funds to be paid out in 2012 (\$11,518).

The following funds are being amended due to changes in beginning and ending fund balances only, which reflect the actual 2011 ending fund balances:

- Capital Project – Developer Contributions – 301
- Sidewalk Capital Projects – 309
- Sewer – 401
- Aerator Replacement Fund – 540

APPLICABLE CITY POLICIES:

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

BUDGET IMPACT:

The budget ordinance will amend the beginning and ending balances, and revenues and expenditures in the funds set forth in the ordinance.

ATTACHMENTS:

- ▶ Exhibit A: Ordinance No. 869

**CITY OF LAKE STEVENS
LAKE STEVENS, WASHINGTON
ORDINANCE NO. 869**

AN ORDINANCE OF THE CITY OF LAKE STEVENS, WASHINGTON, AMENDING THE 2012 BUDGET AS SET FORTH IN ORDINANCE NO. 865 CONCERNING FUND BALANCES AND EXPENDITURES FOR VARIOUS FUND BALANCES FOR THE YEAR 2012.

WHEREAS, the City of Lake Stevens adopted the 2012 budget pursuant to Ordinance No. 865; and

WHEREAS, the City of Lake Stevens will incur expenditures in categories and amounts other than anticipated in the adopted 2012 budget;

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

SECTION 1. The 2012 budget, as adopted in Ordinance No. 865, is hereby amended as follows:

<i>Fund</i>	<i>Description</i>	<i>Current Budget</i>	<i>Amended Budget</i>	<i>Amount of Inc/(Dec)</i>	<i>ExpRev</i>
001 - General	Beginning Fund Balance	\$2,939,497	\$3,276,971	\$337,474	BegBal.
001 - General	Revenue	\$7,640,284	\$7,653,418	\$13,134	Rev.
001 - General	Expenditures	\$8,049,272	\$8,078,772	\$29,500	Exp.
001 - General	Ending Fund Balance	\$2,530,509	\$2,851,617	\$321,108	EndBal.
101 - Street	Beginning Fund Balance	\$1,589,683	\$1,773,891	\$184,208	BegBal.
101 - Street	Expenditures	\$1,875,830	\$1,902,277	\$26,447	Exp.
101 - Street	Ending Fund Balance	\$1,751,553	\$1,909,314	\$157,761	EndBal.
111 - Drug Seizure & Forfeiture	Beginning Fund Balance	\$2,562	\$16,780	\$14,218	BegBal.
111 - Drug Seizure & Forfeiture	Revenue	\$2,005	\$15,100	\$13,095	Rev.
111 - Drug Seizure & Forfeiture	Expenditures	\$200	\$31,880	\$31,680	Exp.
111 - Drug Seizure & Forfeiture	Ending Fund Balance	\$4,367	\$0	(\$4,367)	EndBal.
301 - Cap. Proj - Dev. Contrib.	Beginning Fund Balance	\$1,285,045	\$1,292,081	\$7,036	BegBal.
301 - Cap. Proj - Dev. Contrib.	Ending Fund Balance	\$1,347,045	\$1,354,081	\$7,036	EndBal.
303 - Cap. Imp. - REET I	Beginning Fund Balance	\$707,965	\$790,793	\$82,828	BegBal.
303 - Cap. Imp. - REET I	Expenditures	\$442,546	\$368,381	(\$74,165)	Exp.
303 - Cap. Imp. - REET I	Ending Fund Balance	\$492,019	\$649,012	\$156,993	EndBal.
304 - Cap. Imp. - REET II	Beginning Fund Balance	\$990,357	\$923,979	(\$66,378)	BegBal.
304 - Cap. Imp. - REET II	Expenditures	\$0	\$74,165	\$74,165	Exp.
304 - Cap. Imp. - REET II	Ending Fund Balance	\$1,216,857	\$1,076,314	(\$140,543)	EndBal.
309 - Sidewalk Capital Projects	Beginning Fund Balance	\$591,762	\$591,558	(\$204)	BegBal.
309 - Sidewalk Capital Projects	Ending Fund Balance	\$592,762	\$592,558	(\$204)	EndBal.
401 - Sewer	Beginning Fund Balance	\$315,776	\$316,175	\$399	BegBal.

401 - Sewer	Ending Fund Balance	\$309,525	\$309,924	\$399	EndBal.
410 - Storm & Surface Water	Beginning Fund Balance	\$492,482	\$652,249	\$159,767	BegBal.
410 - Storm & Surface Water	Expenditures	\$1,362,482	\$1,399,257	\$36,775	Exp.
410 - Storm & Surface Water	Ending Fund Balance	\$598,559	\$721,551	\$122,992	EndBal.
510 - Equip Fund - Computer	Beginning Fund Balance	\$75,353	\$82,642	\$7,289	BegBal.
510 - Equip Fund - Computer	Expenditures	\$46,920	\$54,046	\$7,126	Exp.
510 - Equip Fund - Computer	Ending Fund Balance	\$80,399	\$80,562	\$163	EndBal.
530 - Equip Fund - PW	Beginning Fund Balance	\$134,218	\$184,218	\$50,000	BegBal.
530 - Equip Fund - PW	Expenditures	\$26,700	\$74,000	\$47,300	Exp.
530 - Equip Fund - PW	Ending Fund Balance	\$194,540	\$197,240	\$2,700	EndBal.
540 - Aerator Replacement	Beginning Fund Balance	\$53,404	\$79,399	\$25,995	BegBal.
540 - Aerator Replacement	Ending Fund Balance	\$92,044	\$118,039	\$25,995	EndBal.
633 - Treasurer's Trust	Beginning Fund Balance	\$0	\$11,518	\$11,518	BegBal.
633 - Treasurer's Trust	Expenditures	\$300,000	\$311,518	\$11,518	Exp.

SECTION 2. Except as set forth above, all other provisions of Ordinance 865 shall remain in full force, unchanged.

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

PASSED by the City Council of the City of Lake Stevens this 12th day of March, 2012.

 Vern Little, Mayor

ATTEST/AUTHENTICATION:

 Norma J. Scott, City Clerk/Admin Asst

APPROVED AS TO FORM:

First and Final Reading:
 Published:
 Effective:

 Grant Weed, City Attorney



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