

City of Lake Stevens Vision Statement

By 2030, we are a sustainable community around the lake with a vibrant economy, unsurpassed infrastructure and exceptional quality of life.



CITY COUNCIL WORKSHOP AGENDA Lake Stevens School District Educational Service Center (Admin. Bldg.) 12309 22nd Street NE, Lake Stevens

Tuesday, June 7, 2016 – 6:30 p.m.

Economic Development and Tourism Bureau

Jeanie

CITY COUNCIL SPECIAL MEETING AGENDA Lake Stevens School District Educational Service Center (Admin. Bldg.) 12309 22nd Street NE, Lake Stevens

Tuesday, June 7, 2016 – 7:00 p.m.

NOTE:

WORKSHOP ON VOUCHERS AT 6:45 P.M.

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

PLEDGE OF ALLEGIANCE Council President

ROLL CALL:

APPROVAL OF AGENDA: Council President

GUEST BUSINESS: Jonalynn Woolf-Ivory, Executive Director, Sno-Isle Libraries – Library Update

COUNCIL BUSINESS: Council President

MAYOR'S BUSINESS:

CITY DEPARTMENT REPORT

CONSENT AGENDA: None

Lake Stevens City Council Special Meeting Agenda

June 7, 2016

- ACTION ITEMS:**
- *A Downtown Subarea Consultants Russ
 - 1. Authorize Mayor to Execute a Professional Services Agreement with Crandall Arambula to Develop a Subarea Plan for Downtown Lake Stevens Russ
 - 2. Approve Professional Services Agreement with Stowe Development & Strategies Related to the Downtown Subarea Planning Mary
 - *B Approve Resolution 2016-10 Declaring an Emergency and Authorizing Repairs to the 36th Street NE Bridge (No. 563) at Catherine Creek Bridge Crossing Mick/Adam

EXECUTIVE SESSION:

STUDY SESSION: None

ADJOURN

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

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

NOTICE:

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



CITY DEPARTMENT REPORT
JUNE 7, 2016 CITY COUNCIL SPECIAL MEETING

Finance Director/City Clerk

- Attended the Snohomish County Clerks and Finance Officers monthly meeting where the discussion topic was capturing and records retention of electronic and social media. Staff will be working on a policy.

Police Department

- Working with Taser to get a new the trial program started. Trial cameras should be delivered May 26th or 27th.
- Working with our Public Defenders Office, Feldman and Lee, on a potential grant.
- Researching Justice Assistance Grant for 2017.
- New Coffee with the Chief took place at Hagen's on June 2, 2016, 2:00 p.m. Discussion centered on Body Cameras, the Bicycle Patrol and the Marine Patrol.

Human Resources Department

- The Police Department is finalizing the background checks on two lateral candidates. Only the physicals and psychological exams remain.
- Police Department is finalizing the background check for a new Records Clerk.
- Final Police Chief interviews will take place on June 28, 2016.
- The Police Sergeant Assessment Center has been completed with five candidates passing. A new Sergeant's Eligibility List was certified by the Civil Service Commission on May 25th.
- HR is conducting another Oral Board for Entry and Lateral Police Officers on June 15 & 16.
- HR and Finance conducted interviews and testing for Receptionist candidates on June 1st.
- HR is currently recruiting for a Parks & Recreation Coordinator.
- Recruiting for a new Equipment Mechanic will happen after June 14th approval of the position by Council.



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LAKE STEVENS CITY COUNCIL
STAFF REPORT

Council Agenda June 7, 2016
Date: _____

Subject: Crandall Arambula Professional Services Contract

Contact	Russ Wright,	Budget	Economic
Person/Department:	<u>Community Development Director</u>	Impact:	<u>Development</u>

RECOMMENDATION(S)/ACTION REQUESTED OF COUNCIL:

Authorize the Mayor to execute a Professional Service Agreement not to exceed \$300,000 with Crandall Arambula to develop a subarea plan for downtown Lake Stevens.

SUMMARY/BACKGROUND:

The City of Lake Stevens requested proposals from qualified multi-disciplinary firms to develop a holistic subarea plan for Downtown Lake Stevens and a Planned Action Environmental Impact Statement. Staff interviewed three highly qualified firms and has recommended that the Mayor approve a contract with Crandall Arambula to develop the City's plan. Staff recommended this firm to the Mayor for several reasons:

1. They have assembled a good support team of engineers, planners and design professionals;
2. They specialize in revitalizing downtowns and have nationwide experience;
3. They have a highly successful public participation model;
4. They develop plans for success that can be implemented within five years; and
5. They focus on communities with key public facilities and natural resources.

Crandall Arambula's draft scope of work and budget are included as exhibits for Council's consideration. The scope of the project will include a Subarea Plan and Planned Action EIS for Downtown Lake Stevens, a master plan for North Cove Park, a pedestrian and street network plan, revised/augmented development regulations and design guidelines along with conceptual designs/plans for a public/semi-public catalyst project. Funds will come from the subarea budget, park impact fees and a designated state appropriation for the Lake Stevens Civic Center. Staff will negotiate a final scope of work and budget prior to the Mayor executing a professional service agreement.

APPLICABLE CITY POLICIES: Comprehensive Plan

BUDGET IMPACT: Expenditure of Downtown Subarea, Park Mitigation and Civic Center Appropriation Funds for Professional Services

ATTACHMENTS:

Attachment A – Schedule
Attachment B – Budget

PROJECT SCHEDULE

Below is an overall project schedule, including the timing of major work tasks.

- * Kick-off Meeting
- Community Workshops and Stakeholder/Committee Meetings
- Plan Adoption Meeting- Council/Commission



Attachment B

PROJECT BUDGET

Below are the estimated total costs by work task within the budget of \$235,000. Work tasks and budget can be negotiated.

TASK	BUDGET
PUBLIC ENGAGEMENT	
Task 1 Kickoff Meeting	\$1,500
Task 2 Community Workshops & Stakeholder/Committee Mtgs	\$33,000
Task 3 Presentations to Commissions/Council	\$5,500
Public Engagement Subtotal:	\$40,000
SUBAREA PLAN DEVELOPMENT	
Task 1 Project Initiation and Reconnaissance	\$7,500
Task 2 Background Data Analysis	\$16,500
Task 3 Redevelopment Concepts	\$30,000
Task 4 Redevelopment Concept Review	\$17,000
Task 5 Redevelopment Concept Refinement	\$13,500
Task 6 Preferred Concept Review	\$20,500
Task 7 Final Subarea Plan	\$25,000
Subarea Plan Subtotal:	\$130,000
EIS DEVELOPMENT	
Task 1 Scoping	\$3,500
Task 2 Alternatives Identification	\$1,250
Task 3 Draft EIS	\$32,500
Task 4 Comment Period	\$4,000
Task 5 Preferred Alternative Selection	\$1,250
Task 6 Final EIS	\$17,500
Task 7 Planned Action Ordinance	\$5,000
Environmental Review Subtotal:	\$65,000
TOTAL:	\$235,000
PROJECT WEBSITE AND SOCIAL MEDIA (Additional Service)	
Project Website and Social Media Total:	\$35,000



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LAKE STEVENS CITY COUNCIL
STAFF REPORT

Council Date: **Agenda** June 6, 2016

Subject: Professional Services Agreement with Stowe Development and Strategies

Contact Person/Department: Mary Swenson, Interim City Administrator
Budget Impact: Downtown Subarea Plan

RECOMMENDATION(S)/ACTION REQUESTED OF COUNCIL:

Approve Professional Services Agreement with Stowe Development and Strategies.

SUMMARY/BACKGROUND:

As the City begins the process with the Downtown Subarea Plan it will be important to have someone with proven expertise in the development and execution of such a plan to work with our talented/young staff. Bob Stowe has a proven track record of successfully developing and implementing such plans in Mill Creek and Bothell.

Mr. Stowe also has historical knowledge of the community as he served as the City Administrator from 1989 – 1995.

The Professional Services Agreement is structured on an hourly basis with the ability to convert to a monthly retainer if desired by the City.

APPLICABLE CITY POLICIES:

BUDGET IMPACT:

This PSA will be included in the overall budget for the Downtown Subarea Plan.

ATTACHMENTS:

- ▶ Exhibit A: Negotiated Proposal from Stowe Development and Strategies
- ▶ Exhibit B: Biography – Bob Stowe
- ▶ Exhibit C: Professional Services Agreement with Stowe Development and Strategies



Scope of Work

Stowe Development and Strategies, LLC (Stowe) will provide the services and strategic advice listed below to the City of Lake Stevens (City), working under the direction of its Mayor or City Administrator. Stowe will provide such services based on one the following two options to be selected by the City.

Option 1 is the hourly rate approach. Under the approach, Stowe will charge a rate of \$260 per hour ¹.

*¹ The standard rate for Stowe is being reduced by **twenty-five percent** as part of this hourly rate proposal.*

Option 2 is a monthly retainer amount. Under this approach, Stowe will charge a monthly retainer amount of \$4,950 per month for the next six months. Stowe will provide a minimum of twenty-two hours (22) of service per month for this retainer amount ². Additional service beyond the 22 hours of service per month shall be determined between Stowe and the City Manager at a minimum rate of \$225 per hour.

*² The standard rate for Stowe is being reduced by **thirty-six percent** as part of this retainer rate proposal.*

Stowe will not charge for any travel time between Bothell and Lake Stevens under either option 1 or 2 above. All other business expenses related to Stowe's services shall be reimbursed by the City.

Stowe will lead, assist, and/or work with City staff as directed by the Mayor or City Administrator to facilitate and advance the City's interest to develop its historic Downtown as a desirable and unique gathering place and to achieve the City's economic development interests. Specific tasks may include:

- Participate in the selection of the Subarea Plan Team and to assist or lead the selected team to achieve its identified deliverables;
- Meet with adjacent property owners near the currently City Hall site to either (i) purchase private property for an identified public purpose or (ii) develop letter of intent or understanding to jointly market sites as one property assemblage to achieve the greatest value and the City's identified interests;

Scope of Work – Page 2

- Identify methods to market any City surplus property and adjoining participating properties telling the story of Lake Stevens and the significant development opportunity to buyers and the development community;
- Conduct recruitment/bidding process for identified properties to solicit best price and end use based upon the identified goals of the City and property owners;
- Lead the development of purchase and sale/development term sheets for identified properties with selected buyer/developer;
- Identify financial strategies, associated with various public infrastructure investments needed to attract private capital;
- Negotiation of any short-term lease associated with temporary office space for City facilities needed to accommodate downtown development including any financial strategies to support the construction and ownership of new City facilities;
- Work with City staff and other consultants retained by the City to identify barriers for the desired development of historic Downtown properties and to create specific and achievable strategies, including public-private partnerships to achieve the desired development;
- Attend a variety of meetings concerning the above services including meetings with the Mayor, City Administrator, City Staff or consultants, Lake Stevens City Council, participating property owners, and developers;
- Any other strategic economic development services or real estate development work as directed by the Mayor or City Administrator.

Authorization/Acceptance:



Robert S. Stowe
Stowe Development
& Strategies, LLC

*Mary Swenson,
Interim City Administrator
City of Lake Stevens*

Option 1 ___ or Option 2___ (please check)

EXHIBIT B

(/)



Contact Us (<mailto:Bob@stov>)

[WELCOME \(/\)](#)

[ABOUT STOWE \(/about-stowe.html\)](#)

[CORE SERVICES \(/core-services.html\)](#)

BIOGRAPHY

Bob Stowe has been the City Manager for the City of Bothell, Washington for the past eleven years. Before arriving in Bothell, Bob was the City Manager for the City of Mill Creek, Washington for nine years and held other top administrator positions for two other Washington cities for an additional 10 years. Bob's specialty is his success in leading large-scale downtown revitalization projects.

His first downtown project began with the revitalization of Downtown Dayton, Washington in the late 80's, leading to the more recent creation of a new downtown with the City of Mill Creek Town Center in early 2000, to the transformation that has occurred in downtown Bothell.

Bob was the architect and leader of Washington State's largest publically-led downtown revitalization in Bothell, whereby over 25 acres was assembled under City ownership for municipal amenities and sold for private mixed-use development in the heart of downtown. Under Bob's leadership, City projects stimulated a planned private investment of over \$300 million of the city-anticipated 25-year goal of \$650 million in just a few years, and during the worst recession in recent history, with leverage from public/private collaboration.



Mill Creek Town Center



The hallmark of Bob's effort is his commitment to create well designed and environmentally sustainable places where people want to live, work, and come together to celebrate. Bob has tackled the most difficult and complex projects, achieving the redevelopment and economic dreams of several communities with his "*failure is not an option*" approach.

Bob is a past president of the Washington City/County Management Association (2002-2003) and holds a bachelor's degree in Urban and Regional Planning from Eastern Washington University and an MBA from Seattle University.

Professional Associations

- International Council of Shopping Centers
- Urban Land Institute - Public/Private Partnership Council

- International City/County Management Association
- Washington City/County Management Association
 - President 2002-2003
 - Vice-President 2001-2002
 - Board of Directors 1999-2000
- Snohomish County Managers/Administrators
 - Chair from 1996 to 2004
- King County Managers/Administrators

Honors and Awards

- 2011 Washington City/County Management Association – Award for Excellence
- 2011 Governors Smart Communities Award
- 2011 Association of Washington Cities Municipal Excellence in Economic Development
- 2011 Puget Sound Regional Council Vision 2040 Award
- 2007 Governors Smart Communities Award
- 2006 Washington City/County Management Association – Program Excellence Award for Innovations in Local Government
- 2003 Washington City/County Management Association – Award for Skill in Intergovernmental Cooperation
- 1998 Washington City/County Management Association – Award for Skill in Intergovernmental Cooperation
- 1997 Washington City/County Management Association – Program Excellence Award for Innovations in Local Government



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Contact Info:

Bob Stowe
Stowe Development & Strategies, LLC
206.999.1099
Bob@stoweds.com (mailto:Bob@stoweds.com)

EXHIBIT C

**PROFESSIONAL SERVICES AGREEMENT BETWEEN
CITY OF LAKE STEVENS, WASHINGTON
AND CONSULTANT NAME
FOR CONSULTANT SERVICES**

THIS AGREEMENT (“Agreement”) is made and entered into by and between the City of Lake Stevens, a Washington State municipal corporation (“City”), and Stowe Development & Strategies, a Washington Limited Liability Company, (“Consultant”).

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

ARTICLE I. PURPOSE

The purpose of this Agreement is to provide the City with consultant services to facilitate and advance the City’s interest to develop its historic Downtown as described in Article II. The general terms and conditions of the relationship between the City and the Consultant are specified in this Agreement.

ARTICLE II. SCOPE OF SERVICES

The Scope of Services is attached hereto as **Exhibit “A”** and incorporated herein by this reference (“Scope of Services”). All services and materials necessary to accomplish the tasks outlined in the Scope of Services shall be provided by the Consultant unless noted otherwise in the Scope of Services or this Agreement. All such services shall be provided in accordance with the standards of the Consultant’s profession.

ARTICLE III. OBLIGATIONS OF THE CONSULTANT

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

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

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

In the event that the Consultant shall default on this Agreement or in the event that this Agreement shall be terminated prior to its completion as herein provided, all work product of the Consultant, along

with a summary of work as of the date of default or termination, shall become the property of the City. Upon request, the Consultant shall tender the work product and summary to the City. Tender of said work product shall be a prerequisite to final payment under this Agreement. The summary of work done shall be prepared at no additional cost to the City.

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

III.3 TERM. The term of this Agreement shall commence on final signing of this Professional Services Agreement and shall terminate at midnight, June 20, 2018. The parties may extend the term of this Agreement by written mutual agreement.

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

III.5 EMPLOYMENT.

a. The term “employee” or “employees” as used herein shall mean any officers, agents, or employee of the of the Consultant.

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

c. Consultant represents, unless otherwise indicated below, that all employees of Consultant that will provide any of the work under this Agreement have not ever been retired from a Washington State retirement system, including but not limited to Teacher (TRS), School District (SERS), Public Employee (PERS), Public Safety (PSERS), law enforcement and fire fighters (LEOFF), Washington State Patrol (WSPRS), Judicial Retirement System (JRS), or otherwise. *(Please indicate No or Yes below)*

_____ No employees supplying work have ever been retired from a Washington state retirement system.

_____ Yes employees supplying work have been retired from a Washington state retirement system.

In the event the Consultant indicates “no”, but an employee in fact was a retiree of a Washington State retirement system, and because of the misrepresentation the City is required to defend a claim by the Washington State retirement system, or to make contributions for or on account of the employee, or reimbursement to the Washington State retirement system for benefits paid, Consultant hereby agrees to save, indemnify, defend and hold City harmless from and against all expenses and costs, including reasonable attorney’s fees incurred in defending the claim of the Washington State retirement system and from all contributions paid or required to be paid, and for all reimbursement required to the Washington State retirement system. In the event Consultant affirms that an employee providing work has ever retired from a Washington State retirement

system, said employee shall be identified by Consultant, and such retirees shall provide City with all information required by City to report the employment with Consultant to the Department of Retirement Services of the State of Washington.

III.6 INDEMNITY.

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

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

c. It is further specifically and expressly understood that the indemnification provided herein constitutes the Consultant's waiver of immunity under Industrial Insurance, Title 51 RCW, solely for the purposes of this indemnification. This waiver has been mutually negotiated by the parties.

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

e. The provisions of this section III.6 shall survive the expiration or termination of this agreement.

III.7 INSURANCE.

a. **Insurance Term.**
The Consultant shall procure and maintain for the duration of the Agreement, insurance against claims for injuries to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the Consultant, its agents, representatives, or employees.

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

c. **Minimum Scope of Insurance - Consultant shall obtain insurance of the types described below:**

- (1) Automobile Liability insurance covering all owned, non-owned, hired and leased vehicles. Coverage shall be written on Insurance Services Office

(ISO) form CA 00 01 or a substitute form providing equivalent liability coverage.

- (2) Commercial General Liability insurance shall be written at least as broad on ISO occurrence form CG 00 01 and shall cover liability arising from premises, operations, stop-gap, independent contractors and personal injury and advertising injury. The City shall be named as an additional insured under the Consultant's Commercial General Liability insurance policy with respect to the work performed for the City using an additional insured endorsement at least as broad as ISO CG 20 26.
- (3) Workers' Compensation coverage as required by the Industrial Insurance laws of the State of Washington.
- (4) Professional Liability insurance appropriate to the Consultant's profession.

d. **The minimum insurance limits shall be as follows:**

Consultant shall maintain the following insurance limits:

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

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

f. **Acceptability of Insurers.** Insurance to be provided by Consultant shall be with insurers with a current A.M. Best rating of no less than A:VII, or if not rated by Best, with minimum surpluses the equivalent of Best A:VII rating.

g. **Verification of Coverage.** In signing this agreement, the Consultant is acknowledging and representing that required insurance is active and current. Consultant shall furnish the City with original certificates and a copy of the amendatory endorsements, including but not necessarily limited to the additional insured endorsement, evidencing the insurance requirements of the Consultant before commencement of the work. Further, throughout the term of this Agreement, the Consultant shall provide the City with proof of insurance upon request by the City.

h. **Insurance shall be Primary - Other Insurance Provision.** The Consultant's

insurance coverage shall be primary insurance as respect the City. The Consultant's Automobile Liability and Commercial General Liability insurance policies are to contain, or be endorsed to contain that they shall be primary insurance as respect the City. Any Insurance, self-insurance, or self-insured pool coverage maintained by the City shall be excess of the Consultant's insurance and shall not contribute with it.

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

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

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

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

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

III.10 LEGAL RELATIONS. The Consultant shall comply with all federal, state and local laws and ordinances applicable to work to be done under this Agreement. The Consultant represents that the firm and all employees assigned to work on any City project are in full compliance with the statutes of the State of Washington governing activities to be performed and that all personnel to be assigned to the work required under this Agreement are fully qualified-and properly licensed to perform the work to which they will be assigned. This Agreement shall be interpreted and construed in accordance with the laws of Washington. Venue for any litigation commenced relating to this Agreement shall be in Snohomish County Superior Court.

III.11 INDEPENDENT CONTRACTOR.

a. The Consultant and the City understand and expressly agree that the Consultant is an independent contractor in the performance of each and every part of this Agreement. The Consultant expressly represents, warrants and agrees that his status as an independent contractor in the performance of the work and services required under this Agreement is consistent with and meets the six-part independent contractor test set forth in RCW 51.08.195 or as hereafter amended. The Consultant, as an independent contractor, assumes the entire responsibility for carrying out and accomplishing the services required under this Agreement. The Consultant shall make no claim of City employment nor shall claim any related employment benefits, social security, and/or retirement benefits.

b. The Consultant shall be solely responsible for paying all taxes, deductions, and assessments, including but not limited to federal income tax, FICA, social security tax, assessments for unemployment and industrial injury, and other deductions from income which may be required by law or assessed against either party as a result of this Agreement. In the event the City is assessed a tax or assessment as a result of this Agreement, the Consultant shall pay the same before it becomes due.

c. The City may, during the term of this Agreement, engage other independent contractors to perform the same or similar work that the Consultant performs hereunder.

d. Prior to commencement of work, the Consultant shall obtain a business license from the City.

III.12 CONFLICTS OF INTEREST. The Consultant agrees to and shall notify the City of any potential conflicts of interest in Consultant's client base and shall obtain written permission from the City prior to providing services to third parties where a conflict or potential conflict of interest is apparent. If the City determines in its sole discretion that a conflict is irreconcilable, the City reserves the right to terminate this Agreement.

III.13 CITY CONFIDENCES. The Consultant agrees to and will keep in strict confidence, and will not disclose, communicate or advertise to third parties without specific prior written consent from the City in each instance, the confidences of the City or any information regarding the City or services provided to the City.

III.14 SUBCONTRACTORS/SUBCONSULTANTS.

a. The Consultant shall be responsible for all work performed by subcontractors/subconsultants pursuant to the terms of this Agreement.

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

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

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

ARTICLE IV. OBLIGATIONS OF THE CITY

IV.1 PAYMENTS.

a. (i) The Consultant shall be paid by the City for services rendered under this Agreement as described in the Scope of Services and as provided in this section. Consultant will be paid at the hourly rate of \$260 per hour.

(ii) Upon mutual written agreement between City and Consultant, the parties may move to a monthly retainer agreement. Under a monthly retainer agreement City will pay Consultant \$4,950 per month for six months, and Consultant will provide a minimum of twenty-two (22) hours of service per month. Additional service beyond the twenty-two (22) hours of service per month shall be determined between Consultant and City at a rate of \$225 per hour.

(iii) In the event the City elects to expand the scope of services from that set forth in Exhibit A, the City shall pay Consultant a mutually agreed amount.

b. Consultant will not charge for any travel time between Bothell and Lake Stevens under either payment option IV.1 (a) (i) and/or (ii) above.

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

d. 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 Agreement must meet the approval of the City, which shall not be unreasonably withheld if work has been completed in compliance with the Scope of Services and City requirements.

IV.3 MAINTENANCE/INSPECTION OF RECORDS.

a. The Consultant shall maintain all books, records, documents and other evidence pertaining to the costs and expenses allowable under this Agreement in accordance with generally accepted accounting practices. All such books and records required to be maintained by this Agreement shall be subject to inspection and audit by representatives of the City and/or the Washington State Auditor at all reasonable times, and the Consultant shall afford the proper facilities for such inspection and audit. Representatives of the City and/or the Washington State Auditor may copy such books, accounts and records where necessary to conduct or document an audit. The Consultant shall preserve and make available all such books of account and records for a period of three (3) years after final payment under this Agreement. In the event that any audit or inspection identifies any discrepancy in such financial records, the Consultant shall provide the City with appropriate clarification and/or financial adjustments within thirty (30) calendar days of notification of the discrepancy.

b. **Public Records.**

The parties agree that this Agreement and records related to the performance of the Agreement are with limited exception, public records subject to disclosure under the Public Records Act RCW 42.56. Further, in the event of a Public Records Request to the City, the City may provide the Consultant with a copy of the Records Request and the Consultant shall provide copies of any City records in Consultant's possession, necessary to fulfill that Public Records Request. If the Public Records Request is large the Consultant will provide the City with an estimate of reasonable time needed to fulfill the records request.

ARTICLE V. GENERAL

V.1 **NOTICES.** Notices to the City and Consultant shall be sent to the following addresses:

To the City:

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

To the Consultant:

Stowe Development & Strategies, LLC
Attn: Robert S. Stowe
19115 112th Avenue NE #237
Post Office Box 1781
Bothell, WA 98041

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

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

If this Agreement is terminated in its entirety by the City for its convenience, the City shall pay the Consultant for satisfactory services performed through the date of termination in accordance with payment provisions of Section IV.1.

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

V.4 **EXTENT OF AGREEMENT/MODIFICATION.** This Agreement, together with attachments or addenda, represents the entire and integrated Agreement between the parties and supersedes all prior negotiations, representations, or agreements, either written or oral. This Agreement may be amended, modified or added to only by written instrument properly signed by both parties.

V.5 **SEVERABILITY.**

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

b. If any provision of this Agreement is in direct conflict with any statutory provision of the State of Washington, that provision which may conflict shall be deemed inoperative and null

and void insofar as it may conflict, and shall be deemed modified to conform to such statutory provision.

V.6 **NONWAIVER.** A waiver by either party hereto of a breach by the other party hereto of any covenant or condition of this Agreement shall not impair the right of the party not in default to avail itself of any subsequent breach thereof. Leniency, delay or failure of either party to insist upon strict performance of any agreement, covenant or condition of this Agreement, or to exercise any right herein given in any one or more instances, shall not be construed as a waiver or relinquishment of any such agreement, covenant, condition or right.

V.7 **FAIR MEANING.** The terms of this Agreement shall be given their fair meaning and shall not be construed in favor of or against either party hereto because of authorship. This Agreement shall be deemed to have been drafted by both of the parties.

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

V.9 **VENUE.** The venue for any action to enforce or interpret this Agreement shall lie in the Superior Court of Washington for Snohomish County, Washington.

V.10 **COUNTERPARTS.** This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same Agreement.

V.11 **AUTHORITY TO BIND PARTIES AND ENTER INTO AGREEMENT.** The undersigned represent that they have full authority to enter into this Agreement and to bind the parties for and on behalf of the legal entities set forth below.

DATED this _____ day of _____, 2016.

CITY OF LAKE STEVENS

STOWE DEVELOPMENT &
STRATEGIES, LLC

By: _____
John Spencer, Mayor

By: _____

Printed Name and Title

Approved as to Form:

By: _____
Grant K. Weed, City Attorney

Exhibit A

Scope of Services

Stowe will lead, assist, and/or work with City staff as directed by the Mayor or City Administrator to facilitate and advance the City's interest to develop its historic Downtown as a desirable and unique gathering place and to achieve the City's economic development interests. Specific tasks may include:

- Participate in the selection of the Subarea Plan Team and to assist or lead the selected team to achieve its identified deliverables;
- Meet with adjacent property owners near the current City Hall site to either (i) purchase private property for an identified public purpose or (ii) develop letter of intent or understanding to jointly market sites as one property assemblage to achieve the greatest value and the City's identified interests;
- Identify methods to market any City surplus property and adjoining participating properties telling the story of Lake Stevens and the significant development opportunities to buyers and the development community.
- Conduct recruitment/bidding process for identified properties to solicit best price and end use based upon the identified goals of the City and property owners;
- Lead the development of purchase and sale/development term sheets for identified properties with selected buyer/developer;
- Identify financial strategies, associated with various public infrastructure investments needed to attract private capital;
- Negotiation of any short-term lease associated with temporary office space for City facilities needed to accommodate downtown development including any financial strategies to support the construction and ownership of new City facilities;
- Work with City staff and other consultants retained by the City to identify barriers for the desired development of historic Downtown properties and to create specific and achievable strategies, including public-private partnerships to achieve the desired development;
- Attend a variety of meetings concerning the above services including meetings with the Mayor, City Administrator, City Staff or consultants, Lake Stevens City Council, participating property owners, and developers;
- Any other strategic economic development services or real estate development work as directed by the Mayor or City Administrator.



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LAKE STEVENS CITY COUNCIL
STAFF REPORT

Council Agenda 7 June 2016
Date: _____

Subject: 36th Street NE Bridge – Declaration of an Emergency Resolution No. 2016-10

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

RECOMMENDATION(S)/ACTION REQUESTED OF COUNCIL: Adopt Resolution No. 2016-10 declaring an emergency exists at the 36th Street NE Bridge (No. 563) at Catherine Creek crossing and authorizing repair and replacement work and for City personnel to take all such actions as are necessary to remedy and abate said emergency.

SUMMARY/BACKGROUND: In late May 2016, TetraTech performed inspections on the 36th Street NE bridge to determine load rating and scouring. During the scouring inspection it was found that some of the support column foundations were undercut and considered to not be providing the necessary support along the outside portion of the bridge. The City received notification of this finding from TetraTech on the morning of the 27th May 2016 with their recommendation to implement immediate temporary repairs or to limit traffic loads to a single lane along the center portion of the bridge. A copy of this notification report is attached. The City implemented the single lane recommendation which was completed within hours after the initial notification.

Currently Grade Road between 30th and 32nd Street NE is closed to through traffic and 36th Street NE is a detour route used by trucks. While the 36th Street NE remains open to a single lane, prompt repair work is necessary to ensure that this route remains open. The City staff is working with TetraTech to develop a scope of work for the design for a solution and is in coordination with the Department of Fish and Wildlife (DFW). DFW has provide the City with a response that they will accelerate the permitting process.

This emergency declaration will allow for the City to perform temporary repair work promptly and to get the design implemented quickly. It needs to be noted that this is considered to be a temporary repairs as a permanent repair would require the disassembly of the bridge and placement of new piles or possible replacement with a new bridge. This could require several years and should be a long term goal where the City can seek grant funding opportunities to study this bridge in detail and for possible replacement.

BUDGET IMPACT: N/A – Costs will include engineering services and construction costs.

ATTACHMENTS:

- ▶ Exhibit A: Resolution No. 2016-10 with Exhibits

EXHIBIT A

RESOLUTION NO. 2016-10

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LAKE STEVENS DECLARING AN EMERGENCY, AUTHORIZING REPAIR AND REPLACEMENT OF THE 36TH STREET NE BRIDGE (NO. 563) OVER CATHERINE CREEK, AND AUTHORIZING CITY PERSONNEL TO TAKE ALL SUCH ACTIONS AS ARE NECESSARY TO REMEDY AND ABATE SAID EMERGENCY.

WHEREAS, in late May 2016 TetraTech, Inc. performed inspections on the 36th Street NE bridge (No. 563) to determine load rating and scouring and discovered during that inspection that the support column foundations of the bridge were undercut by the stream movement of Catherine Creek and are not providing the necessary support along the outside portions of the bridge; and

WHEREAS, the City received notification of this finding from TetraTech on the morning of May 27, 2016 together with TetraTech's recommendations to limit traffic loads to a single lane along the center portion of the bridge and to implement immediate temporary repairs to the bridge footings; and

WHEREAS, on May 27, 2016 the City Engineer determined to limit traffic across the 36th Street NE bridge (No. 563) to a single alternating lane as recommended by TetraTech and posted the street and bridge accordingly; and

WHEREAS, based upon sound engineering judgment, the above described circumstances pose a significant and continuing risk to the health, safety and welfare of the public and the environment if immediate measures are not taken to preserve, protect, repair and replace conditions affecting said section of the 36th Street NE bridge (No. 563); and

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

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

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

- 1.) An emergency exists and property, persons and the environment would suffer material injury or damage by delay, and the public health, safety and welfare

would suffer material injury or damage by delay, and as such, an emergency is now hereby declared to exist.

- 2.) The existence of such emergency and the facts constituting the emergency are set forth in the recital paragraphs of this resolution. Said facts and circumstances are hereby adopted as findings of the Lake Stevens City Council and justify the declaration of emergency.
- 3.) The City Council authorizes and directs City staff, and consultants to make requests and apply as necessary to City, County, State and Federal agencies for waiver, deferral or expedited processing of permits and to otherwise take all actions necessary and required to abate and remedy said emergency conditions.
- 4.) This resolution is intended to be liberally construed to effectuate the purpose of protecting the public health, safety and welfare to avoid and/or mitigate risk associated with the failure of the 36th Street NE bridge (No. 563) over Catherine Creek, and to carry out the projects and necessary work in an efficient, expedited and orderly manner.
- 5.) The City Council does hereby waive the requirements of RCW 35A.40.210 and RCW 35.23.352 requiring public bidding and authorizes the emergency contract for repair and stabilization and/or replacement of the 36th Street NE bridge (No. 532) for partial remediation of the emergency.
- 6.) If any section, subsection, sentence, clause, phrase or word of this resolution should be held to be invalid or unconstitutional by a court of competent jurisdiction, such invalidity or unconstitutionality thereof shall not affect the validity or constitutionality of any other section, subsection, sentence, clause, phrase or word of this resolution.

PASSED by the City Council of the City of Lake Stevens this 7th day of June, 2016.

John Spencer, Mayor

ATTEST:

Kathy Pugh, Deputy City Clerk

APPROVED AS TO FORM:

Grant K. Weed, City Attorney

RESOLUTION 2016-10

EXHIBIT B – Transtech Structural Memo To TetraTech

EXHIBIT C – MICK'S WRITTEN COMMUNICATIONS TO COUNCIL/MAYOR

EXHIBIT B



STRUCTURAL MEMO

Date: May 26, 2016

To: Dean Franz, PE - TetraTech, Inc.

From: Kash Nikzad, PhD, P.E.

Re: City of Lake Stevens - 36th Street Bridge (LAKE-06 – 08024000) Bridge Inspection – Critical Damage Finding

TranTech Engineering performed a field inspection of the Catherine Creek Bridge on Tuesday, May 24, 2016 and discovered critical damage to the east abutment that requires immediate attention.

The abutment is composed of a timber back wall, four driven timber piles, and two exterior posts (labeled A and F in the attached photos) which are founded on timber sills. The sills are designed to rest on native soil and support posts A and F at opposite ends of the existing timber pile cap which in turn supports the downstream (south) and upstream (north) exterior girders respectively.

The timber sills of the east abutment are completely undermined at some locations in such a manner that the exterior girders are supported mainly by a portion of the pile cap that is cantilevered off of the original driven timber pile approximately four feet away. While there was no structural distress noted in the pile cap or roadway surface, the cantilevered timber pile cap is not safe to support a legal truck's axle load.

To alleviate this situation, TranTech recommends the following actions, whichever is quicker to implement:

1. Performing immediate temporary repairs to protect the bridge until permanent repairs can be designed and implemented.
2. Limiting traffic loads to one lane carried on the center portion of the bridge that is supported by the original driven timber piles. This proposed action would reconfigure the bridge to a single lane approximately fourteen feet wide and will require stop signs on each end with advance warning signs.

Should you have any questions, please call me at 425.453.5545 or email me at knikzad@trantecheng.com

Best regards,
Kash Nikzad, PhD, PE
Project Manager
TranTech Engineering, LLC

A handwritten signature in black ink, appearing to be 'Kash Nikzad', is written over a faint circular stamp.

Attachments: 4 Inspection Photos

Picture from September 2011 - for comparison
mud sill under post F was not undercut at the time







Abutment 1

B

A

C

Creek has undercut
fender planks and abutment planks -->
and mud sill below post A

24/05/2016 12:57



mud sill

Pile B

24/05/2016 13:39

Void below mud sill under Post A of Abutment 1

EXHIBIT B

From: Mick Monken

Sent: Friday, May 27, 2016 8:47 AM

To: John Spencer <jspencer@lakestevenswa.gov>; Council Members <CouncilMembers@lakestevenswa.gov>

Cc: Mary Swenson <mswenson@lakestevenswa.gov>; Adam Emerson <aemerson@lakestevenswa.gov>; Amanda Wells <awells@lakestevenswa.gov>; Ralph Krusey <rkrusey@lakestevenswa.gov>

Subject: Fw: 36th Street Bridge Inspection - Critical Damage Finding

Good morning,

The bridge on 36th Street NE, crossing Catherine Creek, is being closed down to a single lane today. The inspection performed by Tetrattech found that the outside support columns have been undercut and the outside areas of the bridge are compromised. The center of the bridge still has sound support columns and it has been determined by Tetrattech to be able to hold loading.

The single lane limit will be implemented using stop signs at both ends of the bridge and barricades to direct traffic to the center area of the bridge. T

The Tetrattech report is attached FYI.

Staff will coordinate with Tetrattech on a solution. It is currently expected that this repair can be performed with bridge in place.

Mick