

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 REGULAR MEETING AGENDA
Lake Stevens School District Educational Service Center (Admin. Bldg.)
12309 22nd Street NE, Lake Stevens
Monday, March 25, 2013 - 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 March vouchers. Barb
*B. Approve City Council regular meeting minutes of Norma
March 11, 2013.

PUBLIC HEARING: PUBLIC HEARING FORMAT:

1. Open Public Hearing
2. Staff presentation
3. Council's questions of staff
4. Proponent's comments
5. Comments from the audience
6. Close public comments portion of hearing
7. Discussion by City Council
8. Re-open the public comment portion of the hearing for additional comments (optional)
9. Close Hearing
10. COUNCIL ACTION:
 - a. Approve
 - b. Deny
 - c. Continue

*A. Public Hearing in consideration of Resolution No. 2013-3, Touchette Single-Family Residential Development Agreement. Karen

ACTION ITEMS: *A. Authorize the 2013 Pavement Overlay Interlocal with Snohomish County. Mick
*B. Authorize AquaTechnex Professional Services Agreement Supplement #5 to Eurasian Watermilfoil Control Program implementation. Mick

Lake Stevens City Council Regular Meeting Agenda

March 25, 2013

DISCUSSION *A. Business Recruitment Services. Becky
ITEMS: B. Shoreline Management Program update. Becky

**COUNCIL PERSON'S
BUSINESS:**

STAFF REPORTS:

MAYOR'S BUSINESS:

**INFORMATION
ITEMS:**

**EXECUTIVE
SESSION:**

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
 2013**

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	906985-907041	\$127,044.11
Payroll Checks	34873	\$2,471.28
Electronic Funds Transfers	573-577	\$4,273.37
Claims	34874-34933	\$160,787.79
Void Checks		
Tax Deposit(s)	3/15/2013	\$50,463.03
Total Vouchers Approved:		\$345,039.58

This 25th day of March 2013:

 Mayor

 Councilmember

 Finance Director

 Councilmember

 Councilmember

 Councilmember



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Direct Deposit Register

15-Mar-2013

Wells Fargo - AP

Lake Stevens

Direct Deposits to Accounts

15-Mar-2013	<u>Vendor</u>	<u>Source</u>	<u>Amount</u>	<u>Draft#</u>	<u>Bank Name</u>	<u>Transit</u>	<u>Account</u>
13027	DEPARTMENT OF LICENSING	C	\$541.00	573	Wells Fargo	123456789	123123123
9407	Department of Retirement (Pers	C	\$2,025.00	574	Wells Fargo	121000248	4159656917
9408	NATIONWIDE RETIREMENT SOL	C	\$1,148.25	575	Wells Fargo	121000248	4159656917
9405	Wash State Support Registry	C	\$402.46	576	Wells Fargo	121000248	4159656917
Total:			\$4,116.71		Count:	4.00	

Direct Deposit Summary

<i>Type</i>	<i>Count</i>	<i>Total</i>
C	4	\$4,116.71

Pre-Note Transactions

Direct Deposit Register

19-Mar-2013

Wells Fargo - AP

Lake Stevens

Direct Deposits to Accounts

19-Mar-2013	<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	\$156.66	577	Wells Fargo	121000248	4159656917
Total:			\$156.66		Count:	1.00	

Direct Deposit Summary

<u>Type</u>	<u>Count</u>	<u>Total</u>
C	1	\$156.66

Pre-Note Transactions

Detail Check Register

15-Mar-13

Lake Stevens

Check No	Check Date	VendorNo	Vendor	Check Amount		
34874	15-Mar-13	969	Business Card			\$3,784.91
03/03 4949			Travel/clothing	\$87.95	\$0.00	\$87.95
			001008521002600 Law Enforcment Clothing	\$84.95		
			001008521004300 Law Enforce - Travel & Mtgs	\$3.00		
03/13 1056			Travel	\$851.51	\$0.00	\$851.51
			001001511604300 Legislative - Travel & Mtgs	\$543.42		
			001003511104300 Executive - Travel & Mtgs	\$280.61		
			001003513104300 Administration - Travel & Mtgs	\$27.48		
03/13 1324			Travel/supplies/staff dev/ads	\$1,369.00	\$0.00	\$1,369.00
			001003511104901 Executive - Prof. Development	\$25.00		
			001003513104101 Administration - Staff Develop	\$25.00		
			001007558003200 Planning-Operating Costs	\$96.62		
			001007558004300 Planning - Travel & Mtgs	\$32.47		
			001007558004400 Planning - Advertising	\$20.14		
			001007558400001 Planning - Staff Development	\$25.00		
			001007559003100 Building Department - Office S	\$847.77		
			001007559004901 Building Department - Staff De	\$297.00		
03/13 4381			Communications/Supplies	\$781.95	\$0.00	\$781.95
			001008521003104 Law Enforcement-Operating Cost	\$381.95		
			001008521004200 Law Enforcement - Communicatio	\$400.00		
03/13 5242			Staff dev/supplies	\$3.63	\$0.00	\$3.63
			001013519903100 General Government - Operating	\$102.63		
			101016542003102 Street Fund Operating Costs	\$9.50		
			101016542004001 Street Fund - Staff Developmen	(\$118.00)		
			410016542403102 Storm Water - Operating Costs	\$9.50		
03/13 7750			Travel/supplies	\$690.87	\$0.00	\$690.87
			001010576803103 Parks-Lundeen-Operating Costs	\$305.87		
			101016542003102 Street Fund Operating Costs	\$189.50		
			101016542004300 Street Fund - Travel & Mtgs	\$6.00		
			410016542403102 Storm Water - Operating Costs	\$189.50		
34875	15-Mar-13	13322	Snohomish County Cities			\$35.00
03/21/13			03/21/13 meeting	\$35.00	\$0.00	\$35.00
			001001511604300 Legislative - Travel & Mtgs	\$35.00		
Total Of Checks:						\$3,819.91

Detail Check Register

20-Mar-13

Lake Stevens

Check No	Check Date	VendorNo	Vendor	Check Amount	
34876	25-Mar-13	12540	ALLIED WASTE SERVICES #197	\$255.54	
0197-001562554			Dumpster services	\$255.54	\$0.00
			001010576803103 Parks-Lundeen-Operating Costs	\$242.49	
			001010576804500 Parks - Equipment Rental	\$13.05	
34877	25-Mar-13	12540	ALLIED WASTE SERVICES #197	\$354.91	
0197-001562762			Dumpster services	\$354.91	\$0.00
			101016542003102 Street Fund Operating Costs	\$171.58	
			101016542004500 Street Fund - Rentals/Leases	\$5.88	
			410016542403102 Storm Water - Operating Costs	\$171.57	
			410016542404501 Storm Water - Equipment Rental	\$5.88	
34878	25-Mar-13	12540	ALLIED WASTE SERVICES #197	\$112.46	
0197-001563242			Dumpster services	\$112.46	\$0.00
			001013519903100 General Government - Operating	\$99.51	
			001013519904500 General Government-Equip Renta	\$12.95	
34879	25-Mar-13	12195	BIG O TIRES	\$705.51	
1-16738			Tire replacement PW1	\$705.51	\$0.00
			101016542004800 Street Fund - Repair & Mainten	\$705.51	
34880	25-Mar-13	13921	Bill Trimm FAICP	\$831.25	
2013-2			Econ Dev Prof Svcs	\$831.25	\$0.00
			001007558804111 Planning-Economic Development	\$831.25	
34881	25-Mar-13	14001	Cascade Surveying & Eng Inc	\$5,895.00	
57510			Sidewalk Design 20th St	\$5,895.00	\$0.00
			309016595616301 Sidewalk Construction	\$5,895.00	
34882	25-Mar-13	13391	Cemex	\$5,088.00	
9425606168			Liquid Asphalt in bucket w/lid	\$60.06	\$0.00
			101016542003102 Street Fund Operating Costs	\$60.06	
9425616439			Remove sweeping pile	\$5,027.94	\$0.00
			101016542004102 Street Fund-Sweeping	\$3,770.96	
			410016542404103 Street Sweeping	\$1,256.98	
34883	25-Mar-13	274	City of Everett	\$1,395.00	
113000388			Animal shelter svcs - Jan 2013	\$1,395.00	\$0.00
			001008539004100 Code Enforcement - Professiona	\$1,395.00	
34884	25-Mar-13	276	City Of Lake Stevens	\$16.03	
1457			Retainage - New Chapter	\$16.03	\$0.00

Detail Check Register

20-Mar-13

Lake Stevens

Check No	Check Date	VendorNo	Vendor	Check Amount		
001007558004100			Planning - Professional Servic	\$0.53		
001007559004100			Building Department - Professi	\$0.53		
001008521004100			Law Enforcement - Professional	\$9.19		
001013519904100			General Government - Professio	\$2.62		
001013555504100			Community Center - Cleaning	\$2.10		
101016542004100			Street Fund - Professional Ser	\$0.53		
410016542404101			Storm Water - Professional Ser	\$0.53		
34885	25-Mar-13	12004	CITY OF MARYSVILLE			\$6,487.90
13-003			Court Citations Feb 2013	\$6,487.90	\$0.00	\$6,487.90
001013512500001			Municipal Court Fees	\$6,487.90		
34886	25-Mar-13	290	Co-Op Supply			\$106.76
602602/4			Propane	\$19.97	\$0.00	\$19.97
001010576803100			Parks - Operating Costs	\$19.97		
602651/4			Hay Bale-Erosion control	\$86.79	\$0.00	\$86.79
410016542403102			Storm Water - Operating Costs	\$86.79		
34887	25-Mar-13	13030	COMCAST			\$106.55
03/13 0443150			Internet services	\$106.55	\$0.00	\$106.55
001003513104200			Administration-Communications	\$2.13		
001003514104200			City Clerks-Communications	\$6.39		
001003516104200			Human Resources-Communications	\$2.13		
001003518104200			IT Dept-Communications	\$4.26		
001004514234200			Finance - Communications	\$4.26		
001007558004200			Planning - Communication	\$17.05		
001008521004200			Law Enforcement - Communicatio	\$61.80		
001010576804200			Parks - Communication	\$2.84		
101016542004200			Street Fund - Communications	\$2.84		
410016542404200			Storm Water - Communications	\$2.85		
34888	25-Mar-13	13841	Comcast			\$82.50
02/13 0808840			Internet - shop	\$82.50	\$0.00	\$82.50
101016542004200			Street Fund - Communications	\$41.25		
410016542404200			Storm Water - Communications	\$41.25		
34889	25-Mar-13	13841	Comcast			\$117.57
02/13 0827887			Traffic signal control	\$117.57	\$0.00	\$117.57
101016542640000			Street Fund - Traffic Control	\$117.57		
34890	25-Mar-13	13757	Comdata Corporation			\$107.41
20187047			Fuel	\$107.41	\$0.00	\$107.41

Detail Check Register

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Lake Stevens

Check No	Check Date	VendorNo	Vendor	Check Amount	
001008521003200			Law Enforcement - Fuel	\$107.41	
34891	25-Mar-13	91	Corporate Office Supply		\$1,171.89
137268i			office supplies	\$358.22	\$0.00
001008521003100			Law Enforcement - Office Suppl	\$358.22	
137413i			Office Supplies	\$90.38	\$0.00
101016542003101			Street Fund Office Supplies	\$45.19	
410016542403101			Storm Water - Office Supplies	\$45.19	
137458i			Office supplies	\$113.23	\$0.00
001008521003100			Law Enforcement - Office Suppl	\$113.23	
137472i			Tape Dispenser	\$51.01	\$0.00
001013519903100			General Government - Operating	\$51.01	
137513i			office supplies	\$60.43	\$0.00
001008521003100			Law Enforcement - Office Suppl	\$60.43	
137650i			office supplies	\$156.77	\$0.00
001008521003100			Law Enforcement - Office Suppl	\$156.77	
137689i			office supplies	\$341.85	\$0.00
001008521003100			Law Enforcement - Office Suppl	\$341.85	
34892	25-Mar-13	9386	Crystal and Sierra Springs		\$255.40
5249844030113			Bottled water	\$255.40	\$0.00
001007558003200			Planning-Operating Costs	\$40.42	
001007559003101			Building Department - Operatin	\$40.41	
001008521003104			Law Enforcement-Operating Cost	\$80.83	
001013519903100			General Government - Operating	\$55.36	
101016542003102			Street Fund Operating Costs	\$19.19	
410016542403102			Storm Water - Operating Costs	\$19.19	
34893	25-Mar-13	12800	DEPT OF CORRECTIONS		\$348.65
MCC4591 0213			Work crew	\$348.65	\$0.00
001008521004800			Law Enforcement - Repair & Mai	\$84.59	
101016542004800			Street Fund - Repair & Mainten	\$264.06	
34894	25-Mar-13	12482	ECONOMY FENCE CENTER		\$1,411.80
0020936-IN			Safety guard rail at 8424 - 1st St	\$1,411.80	\$0.00
101016542004800			Street Fund - Repair & Mainten	\$1,411.80	

Detail Check Register

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Lake Stevens

Check No	Check Date	VendorNo	Vendor	Check Amount	
34895	25-Mar-13	473	Electronic Business Machines		\$374.05
084806			Copier maint	\$57.48	\$0.00
					\$57.48
			001007558004800 Planning - Repairs & Maint.	\$28.74	
			101016542004800 Street Fund - Repair & Mainten	\$14.37	
			410016542404800 Storm Water - Repairs & Maint.	\$14.37	
085253			Copier maint	\$316.57	\$0.00
					\$316.57
			001013519904800 General Government - Repair/Ma	\$316.57	
34896	25-Mar-13	13010	Grainger		\$252.04
9067865536			Bar & Chain oil	\$56.74	\$0.00
					\$56.74
			101016542003102 Street Fund Operating Costs	\$42.56	
			410016542403102 Storm Water - Operating Costs	\$14.18	
9069222348			Caution signs for shop	\$77.31	\$0.00
					\$77.31
			101016542003102 Street Fund Operating Costs	\$57.98	
			410016542403102 Storm Water - Operating Costs	\$19.33	
9074501652			Trash grabbers	\$51.34	\$0.00
					\$51.34
			001010576803100 Parks - Operating Costs	\$12.83	
			101016542003102 Street Fund Operating Costs	\$38.51	
9080953632			Bung wrench	\$24.86	\$0.00
					\$24.86
			101016542003102 Street Fund Operating Costs	\$24.86	
9086758225			I Beam levels	\$41.79	\$0.00
					\$41.79
			101016542003102 Street Fund Operating Costs	\$31.34	
			410016542403103 Tools	\$10.45	
34897	25-Mar-13	13509	Industrial Supply, Inc		\$97.01
511771			Stop/slow sign	\$97.01	\$0.00
					\$97.01
			101016542640000 Street Fund - Traffic Control	\$97.01	
34898	25-Mar-13	13232	Integra Telecom, Inc		\$915.06
10705555			Telephone services	\$915.06	\$0.00
					\$915.06

Detail Check Register

20-Mar-13

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	\$309.24	
001013555504200			Commnity Center-Communication	\$36.87	
101016542004200			Street Fund - Communications	\$120.26	
410016542404200			Storm Water - Communications	\$122.61	
34899	25-Mar-13	12648	IRON MOUNTAIN QUARRY LLC		\$101.18
0212700			3/4 minus rock	\$101.18	\$0.00
101016542003102			Street Fund Operating Costs	\$101.18	
34900	25-Mar-13	13327	Jennifer Anderson		\$416.66
March 2013			Dep Care Reimb	\$416.66	\$0.00
001000281000000			Payroll Liabilities	\$416.66	
34901	25-Mar-13	13885	Lake Industries LLC		\$175.41
259148			Haul away storm drainage spoil mat	\$121.03	\$0.00
410016542404800			Storm Water - Repairs & Maint.	\$121.03	
29125			Haul away storm drainage spoil mat	\$54.38	\$0.00
410016542404800			Storm Water - Repairs & Maint.	\$54.38	
34902	25-Mar-13	852	Lake Stevens Journal		\$90.45
79024			Ordinance 887	\$20.10	\$0.00
001013514304400			General Government - Advertisin	\$20.10	
79080			Public Hearing 3/25/13	\$70.35	\$0.00
001007558004400			Planning - Advertising	\$70.35	
34903	25-Mar-13	12751	LAKE STEVENS POLICE GUILD		\$997.50
03/15/2013			Union Dues	\$997.50	\$0.00
001000281000000			Payroll Liabilities	\$997.50	
34904	25-Mar-13	9340	Lake Stevens School District		\$7,945.90
667			Fuel	\$1,940.14	\$0.00

Detail Check Register

20-Mar-13

Lake Stevens

Check No	Check Date	VendorNo	Vendor	Check Amount	
101016542003200			Street Fund - Fuel	\$1,531.70	
410016542403200			Storm Water - Fuel	\$408.44	
668			Fuel	\$6,005.76	\$0.00 \$6,005.76
001008521003200			Law Enforcement - Fuel	\$6,005.76	
34905	25-Mar-13	860	Lake Stevens Sewer District		\$675.00
03/13 7083.01			Sewer	\$675.00	\$0.00 \$675.00
001008521004700			Law Enforcement - Utilities	\$150.00	
001010576804700			Parks - Utilities	\$150.00	
001012572504700			Library - Utilities	\$75.00	
001013519904700			General Government - Utilities	\$300.00	
34906	25-Mar-13	13445	Leadsonline		\$1,908.00
223814			Yearly service updates	\$1,908.00	\$0.00 \$1,908.00
001008521004100			Law Enforcement - Professional	\$1,908.00	
34907	25-Mar-13	13404	LexisNexis		\$54.30
1420700-20130228			Database searches	\$54.30	\$0.00 \$54.30
001008521004100			Law Enforcement - Professional	\$54.30	
34908	25-Mar-13	1019	NATIONAL BARRICADE COMPANY		\$453.40
246021			10 Park Rule Signs	\$453.40	\$0.00 \$453.40
001010576803100			Parks - Operating Costs	\$210.00	
001010576803101			Parks-Eagle Ridge Pk Exp	\$85.00	
001010576803103			Parks-Lundeen-Operating Costs	\$158.40	
34909	25-Mar-13	13711	New Chapter Cleaning		\$304.48
1457			Janitorial services	\$304.48	\$0.00 \$304.48
001007558004100			Planning - Professional Servic	\$9.99	
001007559004100			Building Department - Professi	\$9.99	
001008521004100			Law Enforcement - Professional	\$174.61	
001013519904100			General Government - Professio	\$49.95	
001013555504100			Community Center - Cleaning	\$39.96	
101016542004100			Street Fund - Professional Ser	\$9.99	
410016542404101			Storm Water - Professional Ser	\$9.99	
34910	25-Mar-13	12684	NORTHWEST CASCADE INC.		\$218.00
1-624284			Honey Bucket rental	\$218.00	\$0.00 \$218.00
001010576804500			Parks - Equipment Rental	\$218.00	
34911	25-Mar-13	13485	PAPE Machinery		\$1,572.90
2413555			1,000 hour maintenance on backhoe	\$1,572.90	\$0.00 \$1,572.90

Detail Check Register

20-Mar-13

Lake Stevens

Check No	Check Date	VendorNo	Vendor			Check Amount
101016542004800			Street Fund - Repair & Mainten			\$800.00
410016542404800			Storm Water - Repairs & Maint.			\$772.90
34912	25-Mar-13	13943	PartsMaster			\$149.19
20657396			Wire connectors	\$99.98	\$0.00	\$99.98
101016542003102			Street Fund Operating Costs			\$74.99
410016542403102			Storm Water - Operating Costs			\$24.99
20659119			ATO mini fuses	\$49.21	\$0.00	\$49.21
101016542003102			Street Fund Operating Costs			\$36.91
410016542403102			Storm Water - Operating Costs			\$12.30
34913	25-Mar-13	12450	PITNEY BOWES			\$112.17
9619164-MR13			Postage Machine rental	\$112.17	\$0.00	\$112.17
001013519904500			General Government-Equip Renta			\$112.17
34914	25-Mar-13	11869	PUGET SOUND ENERGY			\$518.66
03/13 1294748676			Utilities - Gas	\$282.90	\$0.00	\$282.90
001010576804700			Parks - Utilities			\$94.30
101016542004700			Street Fund - Utilities			\$94.30
410016542404701			Storm Water Utilities			\$94.30
03/13 8866053005			Utilities - Gas	\$235.76	\$0.00	\$235.76
001008521004700			Law Enforcement - Utilities			\$235.76
34915	25-Mar-13	11962	SNOH CO DEPT OF INFORMATION S.			\$100.00
I000323970			2012 Ortho Tiles & GIS Data	\$100.00	\$0.00	\$100.00
101016542003102			Street Fund Operating Costs			\$75.00
410016542403102			Storm Water - Operating Costs			\$25.00
34916	25-Mar-13	1382	Snohomish County Public Works			\$432.63
I000324066			Signal Maint	\$423.63	\$0.00	\$423.63
101016542640000			Street Fund - Traffic Control			\$423.63
I000324334			Solid Waste Charges	\$9.00	\$0.00	\$9.00
001008521003104			Law Enforcement-Operating Cost			\$9.00
34917	25-Mar-13	12961	SNOHOMISH COUNTY PUD			\$3,840.60
110632329			201973682	\$42.12	\$0.00	\$42.12
101016542630000			Street Fund - Street Lighting			\$42.12
120586509			201595113	\$338.65	\$0.00	\$338.65
101016542630000			Street Fund - Street Lighting			\$338.65
120588137			201860178	\$353.96	\$0.00	\$353.96

Detail Check Register

20-Mar-13

Lake Stevens

Check No	Check Date	VendorNo	Vendor	Check Amount	
101016542630000			Street Fund - Street Lighting	\$353.96	
123901672	202988481			\$501.87	\$0.00 \$501.87
101016542630000			Street Fund - Street Lighting	\$501.87	
127218329	203531959			\$70.31	\$0.00 \$70.31
001010576804700			Parks - Utilities	\$70.31	
130530011	202670725			\$1,101.11	\$0.00 \$1,101.11
101016542630000			Street Fund - Street Lighting	\$1,101.11	
137051869	204719074			\$13.48	\$0.00 \$13.48
101016542630000			Street Fund - Street Lighting	\$13.48	
137056583	202766820			\$1,419.10	\$0.00 \$1,419.10
001008521004700			Law Enforcement - Utilities	\$1,419.10	
34918	25-Mar-13	12961	SNOHOMISH COUNTY PUD		\$10,014.11
137056584	203033030			\$116.87	\$0.00 \$116.87
001008521004700			Law Enforcement - Utilities	\$116.87	
150297630	203791496			\$174.26	\$0.00 \$174.26
101016542630000			Street Fund - Street Lighting	\$174.26	
153583102	202624367			\$8,891.38	\$0.00 \$8,891.38
101016542630000			Street Fund - Street Lighting	\$8,891.38	
153583103	202648101			\$831.60	\$0.00 \$831.60
101016542630000			Street Fund - Street Lighting	\$831.60	
34919	25-Mar-13	1356	SNOPAC		\$26,195.76
5876	Dispatch services			\$26,195.76	\$0.00 \$26,195.76
001008528005100			Law Enforcement - Snopac Dispa	\$26,195.76	
34920	25-Mar-13	14003	Sonsray Machinery LLC		\$90.19
729874	Nuts, bolts, spacers			\$90.19	\$0.00 \$90.19
101016542003102			Street Fund Operating Costs	\$90.19	
34921	25-Mar-13	1413	Springbrook Nursery		\$160.00
210779	Dump fees - Stumps			\$80.00	\$0.00 \$80.00

Detail Check Register

20-Mar-13

Lake Stevens

Check No	Check Date	VendorNo	Vendor	Check Amount	
101016542003102			Street Fund Operating Costs	\$80.00	
210788			Dump fees - brush	\$80.00	\$0.00 \$80.00
001010576803100			Parks - Operating Costs	\$80.00	
34922	25-Mar-13	14002	Springbrook Software Inc		\$43,095.00
INV24505			Training, Conversion Svc, Cloud Ho	\$43,095.00	\$0.00 \$43,095.00
001004514236400			Finance - Capital Outlay	\$43,095.00	
34923	25-Mar-13	13931	Stericycle, Inc		\$10.36
3002184866			Hazardous waste disposal	\$10.36	\$0.00 \$10.36
001008521004100			Law Enforcement - Professional	\$10.36	
34924	25-Mar-13	13994	Strategies 360		\$1,500.00
772-9202			Hwy 9 Prof svcs	\$1,500.00	\$0.00 \$1,500.00
001013511204101			Advisory Svcs - Lobbying	\$1,500.00	
34925	25-Mar-13	13891	Tacoma Screw Products Inc		\$538.88
18996241			screws	\$95.24	\$0.00 \$95.24
101016542003102			Street Fund Operating Costs	\$71.43	
410016542403102			Storm Water - Operating Costs	\$23.81	
30329175			Metric bolts & nuts	\$97.83	\$0.00 \$97.83
101016542003102			Street Fund Operating Costs	\$73.37	
410016542403102			Storm Water - Operating Costs	\$24.46	
30330561			screws & bolts	\$82.92	\$0.00 \$82.92
101016542003102			Street Fund Operating Costs	\$62.19	
410016542403102			Storm Water - Operating Costs	\$20.73	
30331937			Bolts, screws and nuts	\$84.77	\$0.00 \$84.77
101016542003102			Street Fund Operating Costs	\$63.58	
410016542403102			Storm Water - Operating Costs	\$21.19	
30334676			Screws, washers, nuts	\$90.77	\$0.00 \$90.77
101016542003102			Street Fund Operating Costs	\$45.38	
410016542403102			Storm Water - Operating Costs	\$45.39	
30336624			Screws	\$87.35	\$0.00 \$87.35
101016542003102			Street Fund Operating Costs	\$65.51	
410016542403102			Storm Water - Operating Costs	\$21.84	
34926	25-Mar-13	13821	Terminix Commercial		\$61.90
322965913			Pest control	\$61.90	\$0.00 \$61.90

Detail Check Register

20-Mar-13

Lake Stevens

Check No	Check Date	VendorNo	Vendor	Check Amount	
001013519904800			General Government - Repair/Ma	\$61.90	
34927	25-Mar-13	1491	The Everett Herald		\$511.80
01813001			Public Hearing 3/25/13	\$56.88	\$0.00
001007558004400			Planning - Advertising	\$56.88	
01813234			LUA2013-0004 Cedar Rd Water Re	\$106.76	\$0.00
001007558004400			Planning - Advertising	\$106.76	
1803674			Engineering Tech Help Wanted	\$250.00	\$0.00
410016542404400			Storm Water - Advertising	\$250.00	
1812381			LUA2013-0011 Touchette SFR	\$98.16	\$0.00
001007558004400			Planning - Advertising	\$98.16	
34928	25-Mar-13	1579	VILLAGE ACE HARDWARE		\$203.66
36979			Tape Measure	\$15.17	\$0.00
101016542003102			Street Fund Operating Costs	\$15.17	
37155			Spray Lube	\$3.25	\$0.00
001008521003104			Law Enforcement-Operating Cost	\$3.25	
37205			Black pipe and caulking	\$32.62	\$0.00
101016542003102			Street Fund Operating Costs	\$24.47	
410016542403102			Storm Water - Operating Costs	\$8.15	
37260			Caulking	\$26.02	\$0.00
101016542003102			Street Fund Operating Costs	\$26.02	
37287			Door stop, lock, plates	\$22.40	\$0.00
101016542003102			Street Fund Operating Costs	\$16.80	
410016542403102			Storm Water - Operating Costs	\$5.60	
37309			Hose and hanger	\$55.36	\$0.00
001008521003104			Law Enforcement-Operating Cost	\$55.36	
37345			Hose bib	\$10.85	\$0.00
101016542003102			Street Fund Operating Costs	\$10.85	
37362			Deck screws/wire fence	\$37.99	\$0.00
001008521003104			Law Enforcement-Operating Cost	\$13.02	
101016542003102			Street Fund Operating Costs	\$24.97	

Detail Check Register

20-Mar-13

Lake Stevens

Check No	Check Date	VendorNo	Vendor	Check Amount	
34929	25-Mar-13	1579	VILLAGE ACE HARDWARE		\$17.90
37378		Staples		\$9.22	\$0.00
	001013519903100	General Government - Operating		\$9.22	
37393		Turtle car wax		\$8.68	\$0.00
	001008521003104	Law Enforcement-Operating Cost		\$8.68	
34930	25-Mar-13	13956	Wa St Dept of Enterprise Svcs		\$123.77
73-1-3161		OPEN PO for business cards and le		\$123.77	\$0.00
	001008521003100	Law Enforcement - Office Suppl		\$123.77	
34931	25-Mar-13	13916	WAPRO		\$150.00
53586231		Anderson Records training		\$150.00	\$0.00
	001008521004901	Law Enforcement - Staff Develo		\$150.00	
34932	25-Mar-13	12761	WASHINGTON STATE PATROL		\$1,006.50
113006644		Background checks		\$1,006.50	\$0.00
	633008589000006	Gun Permit - FBI Remittance		\$1,006.50	
34933	25-Mar-13	13997	WHPacific		\$26,733.33
37956-02		Field mapping		\$26,733.33	\$0.00
	301016544404101	Street Op- Pln&Dsg - 204/91st		\$26,733.33	
Total Of Checks:					\$156,967.88

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

Monday, March 11, 2013
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 Pro Tem John Spencer

COUNCILMEMBERS PRESENT: Todd Welch, Kathy Holder, Kim Daughtry, Marcus Tageant, and Neal Dooley

COUNCILMEMBERS ABSENT: Mayor Vern Little and Suzanne Quigley

STAFF MEMBERS PRESENT: City Attorney Cheryl Beyer, Planning Director Becky Ableman, Finance Director Barb Lowe, Public Works Director Mick Monken, Human Resource Director Steve Edin, Interim Police Chief Dan Lorentzen, and City Clerk/Admin. Asst. Norma Scott

OTHERS:

Excused Absence. Councilmember Holder moved to excuse Councilmember Quigley, seconded by Councilmember Welch; motion carried unanimously. (6-0-0-1)

Guest Business. None

Consent Agenda. Councilmember Daughtry moved to approve the Consent Agenda (A. Approve March vouchers [Payroll Direct Deposits 906919-906984 for \$129,056.99; Payroll Checks 34807 for \$2,360.57; Electronic Funds Transfers 566-572 for \$137,244.53; Claims 34808-34872 for \$101,500.00; Tax Deposit 3.1.13 for \$52,665.81; for total vouchers approved of \$422,827.90]; B. Approve City Council regular meeting minutes of February 25, 2013; and C. Approve 20th Street SE Strategy Plan), seconded by Councilmember Tageant; motion carried unanimously. (6-0-0-1)

Shoreline Management Program update. Planning Director Ableman noted the cost estimate to hire The Watershed Company to pursue other approaches to the Department of Ecology (DOE) language for setback and vegetative buffer issues is approximately \$3,700. This would advance the City's cause to DOE and their requirement to update the City's supporting documents. There is no guarantee DOE will accept the changes.

MOTION: Councilmember Tageant moved for the Mayor to have authorization to approve up to \$5,000 to handle the issues (amend The Watershed Contract), seconded by Councilmember Dooley.

Councilmember Spencer suggested the Watershed Company provide language for the lesser setback that allows the homeowner or developer to create greater functional value and demonstrate no net loss.

Motion carried unanimously. (6-0-0-1)

Councilmember Tageant suggested asking the citizen's group attorney where they are on these issues.

Economic Development update. Public Works Director Monken noted the SR9/204 project was not originally on the current transportation bill or SCCIT North Puget Sound Manufacturing Corridor list. As of Friday the project is expected to be on this list and bill. The cost for environmental and design is estimated at \$2.1 million dollars. The current 4-lane intersection would be channelized to 6-lanes on SR 9. For the 20th Street SE project, TIB board members are in support of reconsidering funding. The County acquired about half the properties needed for right-of-way and about four entire properties were purchased because structure fronts were too close to the road. The City is currently requesting those properties be transferred to the City since project funding was used to purchase them.

On the SW sewer interceptor between 83rd and 91st, staff has a meeting this week with a small group of developers from the east side of SR 9 to discuss coordination.

Mr. Monken reported on discussion with the Sewer District about reduced standards on design capacity. This would result in potential significant cost savings, particularly in the Downtown area. Under current standards the estimated costs is \$8-\$10 million for sewer upgrades and hope to cut to about \$3 million with reduced standards.

Planning Director Ableman commented with the Sewer District Comprehensive Plan (Comp Plan), the City will be included in their process. Their Comp Plan should be updated to match the City's priorities.

Ms. Ableman noted on the business recruitment and communication strategy, a draft scope of work will be provided at the next regular meeting. Consultant Natalie Quick will be present to discuss the scope with Council.

2012 Financial summary. Finance Director Lowe reviewed the following: General Fund Forecast, General Fund Ending Balances, General Fund Revenues, General Fund Revenue Assumptions and Actual, General Fund 2012 Expenditures, 2012 General Fund Budget vs. Actual, 2012 Project/Purchase Requests, 2012 Street Revenues/Expenditures Budget vs. Actual, 2012 Storm/Surface Water Budget vs. Actual, Public Works Project/ Purchase Requests, and 2012 Budget/Estimate to Actual.

Council Person's Business: Councilmembers reported on the following meetings: Tageant – Sewer Utility Subcommittee; Holder – Sewer Utility Subcommittee; Welch – Arts Commission; Dooley – Sewer Utility Subcommittee; and Daughtry – working on funding for SR204 and 9 with legislators.

Staff Reports: Staff reported on the following: Planning Director Ableman - meeting at Senior Center on Park Plan; on Evergreen (Tenelco) the City sent Puget Sound Clear Air three complaint reports, met with property owners on environmental concerns (environment study will be completed by the City with applicant funding), working on hotline for citizen complaints (Councilmember Spencer suggested discussing on a future agenda); huge influx of plat applications, and gave Snohomish County Tomorrow buildable lands capacity update; Interim Police Chief Lorentzen - internal audit results will be received shortly; and Public Works Director Monken – alum treatment update.

Adjourn. Councilmember Daughtry moved to adjourn at 8:21 p.m., seconded by Councilmember Tageant; motion carried unanimously. (6-0-0-1)

John Spencer, Mayor Pro Tem

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

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LAKE STEVENS CITY COUNCIL
STAFF REPORT

Council Agenda Date: March 25,2013

Subject: Touchette SFR Development Agreement (LUA2013-0011)

Contact Person/Department: Karen Watkins

Budget Impact: None

RECOMMENDATION(S)/ACTION REQUESTED OF COUNCIL: Hold a public hearing on the development agreement on March 25, 2013.

SUMMARY: Due to the zoning of Multi-Family Residential with Development Agreement (MFDA), the applicant submitted a request for a Development Agreement required for construction of a single-family residence located within the zone. The Development Agreement requires action by the City Council, but does not require a recommendation by the Planning Commission. The resolution and development agreement have been reviewed as to form by the City Attorney. The development agreement has been reviewed and approved by the property owners.

DISCUSSION: On February 14, 2013, the applicant submitted a development agreement for construction of a single-family home within the Multi-Family Residential with Development Agreement (MFDA) zone. The parcel was previously proposed as a multi-family development. The parcel includes a Bald Eagle Nest buffer, wetlands and steep slopes. The current owner wishes to construct one single-family residence within the Bald Eagle Nest buffer, but outside the wetland and steep slopes and associated buffers.

Development Agreements are a Type VI Review, although Planning Commission recommendation is not required. The applicant submitted a draft development agreement, which has been reviewed as to form by the City Attorney with Resolution No. 2013-3 (*Attachment 1*).

A SEPA Determination of Nonsignificance (DNS) was issued on March 4, 2013 (*Attachment 2*). One comment was received from the Washington Department of Fish and Wildlife stating that bald eagles are reviewed by the Olympia office of the US Fish and Wildlife Service and provided contact information (*Attachment 3*).

A notice of the public hearing was published in the Everett Herald on March 11, 2013 and in the Lake Stevens Journal on March 13, 2013 as required by LSMC 14.16B.650 for City Council public hearings and LSMC 14.16A.225 for noticing requirements (*Attachment 4*).

Development Agreement – As stated above, the development agreement is not normally required for construction of a single-family residence; however, this parcel is zoned Multi-Family Residential with Development Agreement (MFDA). Therefore, a development is required for any type of development within the zone. The development agreement ensures the property owner will comply with all City regulations and standards and will be recorded at the Snohomish County Auditor's Office.

Lake Stevens Municipal Code 14.16C.060 Development Agreements – The LSMC includes standards and design criteria for development agreements and Section 14.16C.060(e) clearly states the agreement may not exceed 10 years. The proposed development agreement is for five years (2013 to 2018).

Decision Criteria – LSMC 14.16C.060(d) provides the decision criteria for approval of a development agreement. The criteria are listed below with staff’s determination on how the proposal meets each criterion. All relevant criteria are met by the proposed amendment.

Decision Criteria. The City Council may adopt a development agreement upon passage of a resolution with findings that:

- (1) The proposed agreement is compatible with the goals and policies of the Comprehensive Plan;*

The proposed development agreement is compatible with the goals and policies of the Comprehensive Plan. **CRITERION MET**

- (2) The proposed agreement is consistent with applicable development regulations;*

The proposed development agreement meets the development regulations related to development agreements and the effective period not to exceed 10 years. **CRITERION MET**

- (3) The proposed agreement provides for adequate mitigation of adverse environmental impacts; provided, that if the development is not sufficiently characterized at a project level, the agreement shall provide a process for evaluating and appropriately mitigating such impacts in the future; and*

The proposed development agreement does not modify environmental impacts of the project, but does ensure protection of the offsite bald eagle nests and onsite wetlands and steep slopes. **CRITERION MET**

- (4) The proposed agreement reserves authority to impose new or different regulations to the extent required by a serious threat to public health and safety.*

The proposed development agreement does not modify any authority to impose regulations if a threat to public health and safety exists. **CRITERION MET**

Recording of Development Agreement – If approved by the City Council, the Development Agreement will be recorded with Snohomish County on the one parcel. The agreement runs with the land and will be binding on the parties and their successors.

APPLICABLE CITY POLICIES: LSMC 14.16C.055 Development Agreements

BUDGET IMPACT: None

ATTACHMENTS:

- Attachment 1 – Resolution No. 2013-3 and attached Development Agreement
- Attachment 2 –SEPA Determination of Nonsignificance
- Attachment 3 – SEPA DNS Comment Letter
- Attachment 4 – Notice of Council Public Hearing for Publication

CITY OF LAKE STEVENS
Lake Stevens, Washington
RESOLUTION NO. 2013-3

A RESOLUTION OF THE CITY OF LAKE STEVENS, WASHINGTON, APPROVING A DEVELOPMENT AGREEMENT BETWEEN THE CITY AND MICHAEL W. TOUCHETTE ON PARCEL NO. 29051200403100.

WHEREAS, the Legislature, through RCW Sections 36.70B.170 through .210 has authorized the City to enter into development agreements; and

WHEREAS, the property is zoned Multi-Family Residential with Development Agreement (MFDA); and

WHEREAS, on February 14, 2013, Michael W. Touchette and Robb Touchette applied for a DEVELOPMENT AGREEMENT (LUA2013-0011) for development of a single-family home on the parcel; and

WHEREAS, Michael W. Touchette, as the current owner, for himself and for his successors and assigns, agrees to all requirements, terms and conditions of the DEVELOPMENT AGREEMENT in *Exhibit No. 1*; and

WHEREAS, on _____, 2013, the City issued a State Environmental Policy Act Determination of Nonsignificance, which addresses the DEVELOPMENT AGREEMENT and development of a single-family home; and

WHEREAS, LSMC 14.16C.055(c) (2) requires a Type VI Legislative Review process with no Planning Commission review; and

WHEREAS, a notice of the public hearing was posted twice, in the Everett Herald on March __, 2013 and in the Lake Stevens Journal on March __, 2013, as required by LSMC 14.16B.630(b); and

WHEREAS, the City Council held a public hearing on _____, 2013 to consider approving the DEVELOPMENT AGREEMENT with an effective date for five years.

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

Section 1. DEVELOPMENT AGREEMENT between the City of Lake Stevens and Michael W. Touchette, which is attached hereto and incorporated by reference as *Exhibit No. 1*, is hereby approved.

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

Section 3. Effective Date. This resolution shall take effect immediately upon passage by the Lake Stevens City Council.

PASSED by the City Council of the City of Lake Stevens and APPROVED by the Mayor this ___ day of _____, 2013.

Vern Little, Mayor

ATTEST/AUTHENTICATION:

Norma J. Scott, City Clerk/Admin Asst

APPROVED AS TO FORM:

Grant K. Weed, City Attorney

First Reading:
Published:
Effective Date:

**Development Agreement
Touchette SFR (LUA2013-0011)
R & H Project**

This Development Agreement ("Development Agreement" or "Agreement") is entered into this _____ day of _____, 2013 by and between the City of Lake Stevens, Washington, a Washington municipal corporation (the "City"), and Michael W. Touchette ("Owner").

WHEREAS, the Legislature, through RCW Sections 36.70B.170 through .210 has authorized the City to enter into development agreements; and

WHEREAS, Owner owns an approximate 5-acre parcel within the City of Lake Stevens, legally described as set forth in the attached Exhibit A (the "R & H Project"); and

WHEREAS, as a result of conditions imposed at annexation the parcel is located in the Multi-Family Residential with Development Agreement (MFDA) zone, which requires approval of a development agreement before development occurs; and

WHEREAS, Owner wishes to develop the Property for one single-family detached residence; and

WHEREAS, the approximate 5-acre parcel has numerous critical areas including a Bald Eagle Nest buffer, wetlands and steep slopes that need to be protected; and

WHEREAS, in authorizing development agreements pursuant to Sections 36.70B.170-210 RCW, the Legislature found that the lack of certainty in the approval of development projects can result in a waste of public and private resources, escalate housing costs for consumers, and discourage the commitment to comprehensive planning which would make maximum efficient use of resources at the least economic cost to the public; and

WHEREAS, the execution of a development agreement is a proper exercise of the City police power and contractual authority, in order to ensure development that is consistent with the Comprehensive Plan and with applicable development regulations adopted by the City as part of its authority to plan under Chapter 36.70A RCW, and to mitigate the impacts of such development; and

WHEREAS, the City Council held a public hearing on March 25, 2013 to consider this Development Agreement, and the City Council adopted Resolution No. 2013-3, approving this Development Agreement, consistent with RCW 36.70B.200; and

WHEREAS, after due consideration of the terms of this agreement and public hearing, the City and Owner have agreed to enter into this Development Agreement, which shall be used to establish the preliminary development plan for the R & H Project;

NOW, THEREFORE, in consideration of the mutual promises and agreements made herein, and other good and valuable consideration, the sufficiency of which is hereby mutually acknowledged, the City and Owner agree as follows:

EXHIBIT NO. 1

1. The U.S. Fish and Wildlife Service (USFWS) shall be consulted on the old and current eagle nests located north of the property across Lundeen Parkway and northeast of the property just south of Lundeen Parkway. Owner shall comply with any lawful requirements of the USFWS.
2. The steep slopes and wetland buffers on the parcel shall be protected pursuant to Chapter 14.88 LSMC.
3. Except as otherwise specifically provided herein, Owner shall comply with all City ordinances, regulations, development standards and policies in effect at the time the complete Building Permit application was submitted to the City, provided that if relevant ordinances, regulations, development standards and policies are modified prior to approval of the related permits, the Owner may, at its option, elect to comply with the newer requirements without changing their vesting date for the remainder of the applicable regulations. Owner shall be subject to all pertinent impact fee requirements, including parks, transportation and school impact fees, which shall not vest and may be modified by the City at any time. Pursuant to RCW 36.70B.170(4), this Development Agreement shall reserve authority for the City to impose new or different regulations to the extent required by a serious threat to the public health and safety.
4. This Development Agreement shall be effective for a term of five years following the date of execution. Upon expiration of such period, this Development Agreement shall automatically terminate.
5. Unless terminated in accordance with the provisions hereof, or amended in writing by a document signed by all parties hereto, this Development Agreement is enforceable during its term by any party to the Development Agreement. Thereafter, this Development Agreement is enforceable with respect to any continuing obligation of the parties that survive termination, as set forth herein.
6. This Development Agreement shall be recorded at the Snohomish County Auditor's Office within 30 days of approval by the City Council.
7. This Development Agreement is a covenant running with the land and is binding on the heirs, personal representatives, successors and assigns of the parties herein.
8. A permit or approval issued by the City must be consistent with this Development Agreement.
9. Nothing in this Development Agreement shall be construed to restrict the authority of the City to exercise its power and discretion to rezone the Real Property following expiration of the term of this Development Agreement.
8. In the event of breach of this Agreement by either party, the non-breaching party shall be entitled to bring an action for specific performance and/or injunctive relief. In addition, in the event of breach by one or more owners, the City shall be entitled to stop work on any pending development by the breaching owner and shall be entitled to withhold approval of pending permit applications submitted by the breaching owner. In the event either party commences an action to enforce this agreement or for other relief pursuant to this

EXHIBIT NO. 1

agreement, the prevailing party in such litigation shall be entitled to an award of reasonable costs and attorney's fees, including costs and fees on appeal.

9. In the event of any dispute as to interpretation or application of the terms or conditions of this Agreement, the Owner and the City shall meet within ten (10) business days after request from any party for the purpose of attempting, in good faith, to resolve the dispute. The meeting may, by mutual agreement, be continued to a date certain in order to include other parties or persons, or to obtain additional information. In the event that a dispute is not resolved through party consultation, the matter shall be scheduled for mediation before a mutually agreed upon neutral party. If the matter is not settled through mediation, any aggrieved party may file an action in the Snohomish County Superior Court, as may be allowed by law and court rules.
10. This Agreement shall be governed by and be interpreted in accordance with the laws of the State of Washington.
11. If any provision of this Agreement is determined to be unenforceable or invalid by a court of law, then this Agreement shall thereafter be modified to implement the intent of the parties to the maximum extent allowable under law.
12. This Agreement shall not be modified or amended except in writing signed by the City and Owner or their respective successors in interest.
13. This Agreement represents the entire agreement of the parties with respect to the subject matter hereof. There are no other agreements, oral or written, except as expressly set forth herein.
14. The Owner agrees that in the event of a proposed sale, gift, transfer, segregation, assignment or devise of the Property, the Owner shall disclose the existence of this Agreement to the interested party.
15. This Agreement has been reviewed and revised by legal counsel for all parties and no presumption or rule that ambiguity shall be construed against the party drafting the document shall apply to the interpretation or enforcement of this Agreement.
16. This Agreement shall not be construed as a waiver of any and all other development regulations of the City or other governmental agencies applicable to the development of Owner's property.
17. Except as set forth herein and applicable city code, this Agreement shall not be construed or deemed as a waiver by either City or Owner of any other legal rights, privileges or protections applicable to the property arising under: 1) the Federal or State Constitution; 2) Federal, State or local legislation; 3) Federal or State judicial authority; or 4) any other recognized body of law or equity.

ATTACHMENT 1

EXHIBIT NO. 1

EXECUTED THIS _____ DAY OF _____, 2013.

OWNER:

CITY OF LAKE STEVENS:

By: _____
Michael W. Touchette
Authorized Agent

By: _____
Vern Little
Mayor

Approved as to form:

Grant K. Weed, City Attorney

ATTACHMENT 1

EXHIBIT NO. 1

EXHIBIT A

Legal Description

SEC 12 TWP 29 RGE 05 - CAAP 2389.78FT N01*41 14W FR 1/4 COR ON S SIDE OF SEC 12 TH S77*43'40"E 1605.24FT TAP TH NE PRTY COR TH S16*15'02"W 96.89FT TO SW PRTY COR TH N77*46'00"W 56.30FT TAP THN81*34'40"W 1517.08FT TO N & S C/L OF SEC 12 NLY ALG SD C/L 204.56FT TPB AKA PAR A LOT 3 SNO CO SP73 (4-82) REC AFN 8303230191; LESS TH PTN THOF CONV TO ST BY DEED REC AFN 1181024; LESS R/W TO SNO COPER SWD REC AFN 8501210237; TGW TH PTN LOT 1 SNO CO SP 59 (3-83) REC AFN 8307280172 BEING PTN SE1/4 LESS TH PTN THOF LOT 1 LY NWLY OF SWLY MAR LUNDEEN PKWY CONV TO SNO CO BY DEED REC AFN 8407180238DAF: BEG NWLY COR SD PAR BEING PT ON SLY R/W MAR LUNDEEN PKWY TH S73*53'37"E ALG NLY LN SD PAR DIST 242.26FT TH S12*16'20"W DIST 145.96FT TO SLY LN SD PAR TH N77*43'40"W ALG SD SLY LN DIST 501.98FT TO SLY R/W MAR LUNDEEN PKWY TH N73*37'53"E ALG SD R/W MAR DIST 171.30FT TH N66*12'22"E ALG R/W MAR DIST 135.98FT TPB AKA PAR NO. 2 PER SNO CO BLA 04-113601 REC AFN 200406180654

ATTACHMENT 1

EXHIBIT NO. 1

EXHIBIT B

City of Lake Stevens Resolution 2013-3
DATE



DETERMINATION OF NONSIGNIFICANCE

Issuance Date: March 4, 2013

Project Name (No.): Touchette SFR Development Agreement (LUA2013-0011)

Proponent: City of Lake Stevens

Applicants: Robb Touchette, 303 91st Avenue NE, Suite E502, PMB 103, Lake Stevens, WA 98258

Description of Proposal: The proposal is a development agreement required for construction of a single-family residence located within the Multi-Family Residential with Development Agreement (MFDA) zone. The proposed residence is located within a Bald Eagle Nest buffer zone, so restrictions on development timing will be established. The parcel has other critical areas including wetlands and steep slopes, but the proposed residence is outside the wetland and steep slope buffers.

Project Location (including street address, if any): On south side of Lundeen Parkway between State Route 9 and Vernon Road in Lake Stevens.

Contact Person: Karen Watkins

Phone: (425) 377-3221

Threshold Determination: The City of Lake Stevens, acting as lead agency for this proposal has determined that it does not have a probable significant adverse impact on the environment. An environmental impact statement is not required under RCW 43.21C.030(2)(c). This decision was made after review of a completed environmental checklist and other information on file with the lead agency. This information is available to the public on request. This DNS is issued under 197-11-340(2); the lead agency will not act on this proposal for 14 days from the date of issuance.

SEPA Responsible Official:

A handwritten signature in blue ink, appearing to read "Rebecca Ableman", is written over a horizontal line.

Rebecca Ableman, Planning Director, City of Lake Stevens

Comments on the Threshold Determination: If you would like to comment on this Threshold Determination, your written comments should be sent to the address below by March 18, 2013. The Responsible Official may incorporate any substantial comments into the DNS. If the DNS is substantially modified, it will be reissued for further public review.

Appeals: You may appeal this determination of non-significance by submitting an appeal to the address below no later than 5:00 PM, March 18, 2013. The appeal must be in written form, contain a concise statement of the matter being appealed and the basic rationale for the appeal. A fee is required per the City's Fee Resolution. Please note that failure to file a timely and complete appeal shall constitute a waiver of all rights to an administrative appeal under City code. All comments or appeals are to be directed to City Hall, P.O. Box 257, Lake Stevens WA, 98258, Attn: Rebecca Ableman.



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Feb 11 2013
CITY OF LAKE STEVENS

City of Lake Stevens
P.O. Box 257
Lake Stevens, WA 98258
(425) 377-3235
(425) 212-3327

SEPA ENVIRONMENTAL CHECKLIST

Purpose of checklist:

The State Environmental Policy Act (SEPA), chapter 43.21C RCW, requires all governmental agencies to consider the environmental impacts of a proposal before making decisions. An environmental impact statement (EIS) must be prepared for all proposals with probable significant adverse impacts on the quality of the environment. The purpose of this checklist is to provide information to help you and the agency identify impacts from your proposal (and to reduce or avoid impacts from the proposal, if it can be done) and to help the agency decide whether an EIS is required.

Instructions for applicants:

This environmental checklist asks you to describe some basic information about your proposal. Governmental agencies use this checklist to determine whether the environmental impacts of your proposal are significant, requiring preparation of an EIS. Answer the questions briefly, with the most precise information known, or give the best description you can.

You must answer each question accurately and carefully, to the best of your knowledge. In most cases, you should be able to answer the questions from your own observations or project plans without the need to hire experts. If you really do not know the answer, or if a question does not apply to your proposal, write "do not know" or "does not apply." Complete answers to the questions now may avoid unnecessary delays later.

Some questions ask about governmental regulations, such as zoning, shoreline, and landmark designations. Answer these questions if you can. If you have problems, the governmental agencies can assist you.

The checklist questions apply to all parts of your proposal, even if you plan to do them over a period of time or on different parcels of land. Attach any additional information that will help describe your proposal or its environmental effects. The agency to which you submit this checklist may ask you to explain your answers or provide additional information reasonably related to determining if there may be significant adverse impact.

Use of checklist for nonproject proposals:

Complete this checklist for nonproject proposals, even though questions may be answered "does not apply." IN ADDITION, complete the SUPPLEMENTAL SHEET FOR NONPROJECT ACTIONS (part D).

For nonproject actions, the references in the checklist to the words "project," "applicant," and "property or site" should be read as "proposal," "proposer," and "affected geographic area," respectively.

A. BACKGROUND

1. Name of proposed project, if applicable: *R&H Project*

2. Name of applicant: *Michael Touchette*

3. Address and phone number of applicant and contact person:
7620 47th AVE NE LK Stevens 98258

Robb Touchette
Mailing: 303 91st AVE NE STE E502
PMB 103
LK. STEVENS, WA 98258

4. Date checklist prepared: *2/1/13*

5. Agency requesting checklist:

6. Proposed timing or schedule (including phasing, if applicable):
Pending permit approvals - 60-90 days

7. Do you have any plans for future additions, expansion, or further activity related to or connected with this proposal? If yes, explain.
NO

8. List any environmental information you know about that has been prepared, or will be prepared, directly related to this proposal. *Eagle Buffer permit, site plan with critical areas, tree survey will be done, and Geo technical report.*

9. Do you know whether applications are pending for governmental approvals of other proposals directly affecting the property covered by your proposal? If yes, explain. *NO*

10. List any government approvals or permits that will be needed for your proposal, if known. *Eagle Buffer protection approval, tree survey and Geo technical report.*

11. Give brief, complete description of your proposal, including the proposed uses and the size of the project and site. There are several questions later in this checklist that ask you to describe certain aspects of your proposal. You do not need to repeat those answers on this page. (Lead agencies may modify this form to include additional specific information on project description.) *Construction of 4100 SF SFR and driveway on approx. 5 acres. Current parcel is "bare".*

12. Location of the proposal. Give sufficient information for a person to understand the precise location of your proposed project, including a street address, if any, and section, township, and range, if known. If a proposal would occur over a range of area, provide the range or boundaries of the site(s). Provide a legal description, site plan, vicinity map, and topographic map, if reasonably available. While you should submit any plans required by the agency, you are not required to duplicate maps or detailed plans submitted with any permit applications related to this checklist.

Parcel # 29051200403100 Sec 12 Township 29 Rge 05

B. ENVIRONMENTAL ELEMENTS

1. Earth

a. General description of the site (circle one): Flat, rolling, hilly, steep slopes, mountainous, other

b. What is the steepest slope on the site (approximate percent slope)? *2*

c. What general types of soils are found on the site (for example, clay, sand, gravel, peat, muck)? If you know the classification of agricultural soils, specify them and note any prime farmland. ?

d. Are there surface indications or history of unstable soils in the immediate vicinity? If so, describe. NO

e. Describe the purpose, type, and approximate quantities of any filling or grading proposed. Indicate source of fill.

Grading under 100 yards (between 50 + 75 yds) with gravel on roadway only.

f. Could erosion occur as a result of clearing, construction, or use? If so, generally describe. ?

g. About what percent of the site will be covered with impervious surfaces after project construction (for example, asphalt or buildings)?

Asphalt on Driveway approx 6200 sq ft, concrete and patio walkway etc. (5%)

h. Proposed measures to reduce or control erosion, or other impacts to the earth, if any: silt fencing, straw, and tarping any soil stock piles.

2. Air

a. What types of emissions to the air would result from the proposal (i.e., dust, automobile, odors, industrial wood smoke) during construction and when the project is completed? If any, generally describe and give approximate quantities if known.

Heavy equipment ?

b. Are there any off-site sources of emissions or odor that may affect your proposal? If so, generally describe.

N/A

c. Proposed measures to reduce or control emissions or other impacts to air, if any:

N/A

3. **Water**

a. Surface:

1) Is there any surface water body on or in the immediate vicinity of the site (including year-round and seasonal streams, saltwater, lakes, ponds, wetlands)? If yes, describe type and provide names. If appropriate, state what stream or river it flows into.

Wetlands

2) Will the project require any work over, in, or adjacent to (within 200 feet) the described waters? If yes, please describe and attach available plans.

yes. See site plan

3) Estimate the amount of fill and dredge material that would be placed in or removed from surface water or wetlands and indicate the area of the site that would be affected. Indicate the source of fill material.

N/A

4) Will the proposal require surface water withdrawals or diversions? Give general description, purpose, and approximate quantities if known.

NO

5) Does the proposal lie within a 100-year floodplain? If so, note location on the site plan.

NO

6) Does the proposal involve any discharges of waste materials to surface waters? If so, describe the type of waste and anticipated volume of discharge.

NO

b. Ground:

1) Will ground water be withdrawn, or will water be discharged to ground water? Give general description, purpose, and approximate quantities if known.

Splash blocked gutters on house or dry well.

2) Describe waste material that will be discharged into the ground from septic tanks or other sources, if any (for example: Domestic sewage; industrial, containing the following chemicals. . . ; agricultural; etc.). Describe the general size of the system, the number of such systems, the number of houses to be served (if applicable), or the number of animals or humans the system(s) are expected to serve.

1 drainfield to fit 1 SFR. From approved Single family design.

c. Water runoff (including stormwater):

Splash blocked gutters on home

1) Describe the source of runoff (including storm water) and method of collection and disposal, if any (include quantities, if known). Where will this water flow? Will this water flow into other waters? If so, describe.

into a water retention

NO

2) Could waste materials enter ground or surface waters? If so, generally describe.

NO

d. Proposed measures to reduce or control surface, ground, and runoff water impacts, if any: ?

4. Plants

a. Check or circle types of vegetation found on the site:

- deciduous tree: alder, maple, aspen, other
- evergreen tree: fir, cedar, pine, other
- shrubs
- grass
- pasture
- crop or grain
- wet soil plants: cattail, buttercup, bullrush, skunk cabbage, other
- water plants: water lily, eelgrass, milfoil, other
- other types of vegetation

b. What kind and amount of vegetation will be removed or altered? All of the checked above that are in the way of proposed site + driveway.

c. List threatened or endangered species known to be on or near the site. ?

d. Proposed landscaping, use of native plants, or other measures to preserve or enhance vegetation on the site, if any:

Depending on tree survey - will follow permit instructions.

5. Animals

a. Circle any birds and animals which have been observed on or near the site or are known to be on or near the site:

- birds: hawk, heron, eagle, songbirds, other:
- mammals: deer, bear, elk, beaver, other:
- fish: bass, salmon, trout, herring, shellfish, other:

b. List any threatened or endangered species known to be on or near the site.

1 pair of nesting bald eagles

c. Is the site part of a migration route? If so, explain. *Unknown*

d. Proposed measures to preserve or enhance wildlife, if any: *Eagle Butter permit -*

6. Energy and natural resources

a. What kinds of energy (electric, natural gas, oil, wood stove, solar) will be used to meet the completed project's energy needs? Describe whether it will be used for heating, manufacturing, etc.

electric and gas.

b. Would your project affect the potential use of solar energy by adjacent properties? If so, generally describe. *NO*

c. What kinds of energy conservation features are included in the plans of this proposal? List other proposed measures to reduce or control energy impacts, if any: *unknown - see building plans?*

7. Environmental health

a. Are there any environmental health hazards, including exposure to toxic chemicals, risk of fire and explosion, spill, or hazardous waste, that could occur as a result of this proposal? If so, describe. *No*

1) Describe special emergency services that might be required. *None*

2) Proposed measures to reduce or control environmental health hazards, if any: *None*

b. Noise

1) What types of noise exist in the area which may affect your project (for example: traffic, equipment, operation, other)?

Equipment and construction.

2) What types and levels of noise would be created by or associated with the project on a short-term or a long-term basis (for example: traffic, construction, operation, other)? Indicate what hours noise would come from the site.

Equipment and construction.

3) Proposed measures to reduce or control noise impacts, if any: *Per Eagle Buffer permit - Construction each day will begin no sooner than 2 hours after sunrise and will be completed each day at least 2 hours prior to sunset.*

8. Land and shoreline use

- a. What is the current use of the site and adjacent properties? *SFR*
- b. Has the site been used for agriculture? If so, describe. *NO*
- c. Describe any structures on the site. *None*
- d. Will any structures be demolished? If so, what? *N/A*
- e. What is the current zoning classification of the site? *MF*
- f. What is the current comprehensive plan designation of the site? *MF*
- g. If applicable, what is the current shoreline master program designation of the site? *N/A*
- h. Has any part of the site been classified as an "environmentally sensitive" area? If so, specify. *Yes, Critical Areas and within Eagle Buffer Zone.*
- i. Approximately how many people would reside or work in the completed project?
Single Family
- j. Approximately how many people would the completed project displace?
None
- k. Proposed measures to avoid or reduce displacement impacts, if any: *N/A*

Proposed measures to ensure the proposal is compatible with existing and projected land uses and plans, if any:

All per city requirements

9. **Housing**

a. Approximately how many units would be provided, if any? Indicate whether high, middle, or low-income housing.

Middle ?

b. Approximately how many units, if any, would be eliminated? Indicate whether high, middle, or low-income housing.

None

c. Proposed measures to reduce or control housing impacts, if any:

None

10. **Aesthetics**

a. What is the tallest height of any proposed structure(s), not including antennas; what is the principal exterior building material(s) proposed?

Unknown - Not to exceed city height restrictions

b. What views in the immediate vicinity would be altered or obstructed?

None

c. Proposed measures to reduce or control aesthetic impacts, if any:

None

11. **Light and glare**

a. What type of light or glare will the proposal produce? What time of day would it mainly occur?

None

b. Could light or glare from the finished project be a safety hazard or interfere with views?

No

c. What existing off-site sources of light or glare may affect your proposal?

None

d. Proposed measures to reduce or control light and glare impacts, if any:

None

12. Recreation

- a. What designated and informal recreational opportunities are in the immediate vicinity? *None*
- b. Would the proposed project displace any existing recreational uses? If so, describe. *NO*
- c. Proposed measures to reduce or control impacts on recreation, including recreation opportunities to be provided by the project or applicant, if any: *N/A*

13. Historic and cultural preservation

- a. Are there any places or objects listed on, or proposed for, national, state, or local preservation registers known to be on or next to the site? If so, generally describe. *NO*
- b. Generally describe any landmarks or evidence of historic, archaeological, scientific, or cultural importance known to be on or next to the site. *None*
- c. Proposed measures to reduce or control impacts, if any: *N/A*

14. Transportation

- a. Identify public streets and highways serving the site, and describe proposed access to the existing street system. Show on site plans, if any. *See site plans*
- b. Is site currently served by public transit? If not, what is the approximate distance to the nearest transit stop? *Unsure*
- c. How many parking spaces would the completed project have? How many would the project eliminate? *N/A*
- d. Will the proposal require any new roads or streets, or improvements to existing roads or streets, not including driveways? If so, generally describe (indicate whether public or private). *NO*

e. Will the project use (or occur in the immediate vicinity of) water, rail, or air transportation? If so, generally describe. **N/A**

f. How many vehicular trips per day would be generated by the completed project? If known, indicate when peak volumes would occur. **Unknown**

g. Proposed measures to reduce or control transportation impacts, if any: **?**

15. Public services

a. Would the project result in an increased need for public services (for example: fire protection, police protection, health care, schools, other)? If so, generally describe. **N/A**

b. Proposed measures to reduce or control direct impacts on public services, if any. **N/A**

16. Utilities

a. Circle utilities currently available at the site: **electricity, natural gas, water**, refuse service, telephone, sanitary sewer, septic system, other. **IN street - Lundeen**

b. Describe the utilities that are proposed for the project, the utility providing the service, and the general construction activities on the site or in the immediate vicinity which might be needed.

**Underground power - PUD Gas - PSE ??
Water - PUD**

C. SIGNATURE

The above answers are true and complete to the best of my knowledge. I understand that the lead agency is relying on them to make its decision.

Signature: **Michael Touchette**

Date Submitted: _____

D. SUPPLEMENTAL SHEET FOR NONPROJECT ACTIONS (do not use this sheet for project actions)

Because these questions are very general, it may be helpful to read them in conjunction with the list of the elements of the environment.

When answering these questions, be aware of the extent the proposal, or the types of activities likely to result from the proposal, would affect the item at a greater intensity or at a faster rate than if the proposal were not implemented. Respond briefly and in general terms.

1. How would the proposal be likely to increase discharge to water; emissions to air; production, storage, or release of toxic or hazardous substances; or production of noise?

N/A

Proposed measures to avoid or reduce such increases are:

2. How would the proposal be likely to affect plants, animals, fish, or marine life?

N/A

Proposed measures to protect or conserve plants, animals, fish, or marine life are:

3. How would the proposal be likely to deplete energy or natural resources?

N/A

Proposed measures to protect or conserve energy and natural resources are:

4. How would the proposal be likely to use or affect environmentally sensitive areas or areas designated (or eligible or under study) for governmental protection; such as parks, wilderness, wild and scenic rivers, threatened or endangered species habitat, historic or cultural sites, wetlands, floodplains, or prime farmlands?

Proposal of a single-family home will be constructed within Bald Eagle Nest buffer, but construction will follow restrictions on development timing as required by Fish and Wildlife.

Proposed measures to protect such resources or to avoid or reduce impacts are:

Construction timing will follow required constrictions.

5. How would the proposal be likely to affect land and shoreline use, including whether it would allow or encourage land or shoreline uses incompatible with existing plans?

N/A

Proposed measures to avoid or reduce shoreline and land use impacts are:

6. How would the proposal be likely to increase demands on transportation or public services and utilities?

N/A

Proposed measures to reduce or respond to such demand(s) are:

7. Identify, if possible, whether the proposal may conflict with local, state, or federal laws or requirements for the protection of the environment.

N/A

Return Address:
City Clerk
Lake Stevens City Hall
1812 Main Street
P.O. Box 257
Lake Stevens, Washington 98258

RECEIVED
FEB 11 2013
CITY OF LAKE STEVENS

<p>Document Title(s) (or transactions contained therein): (all areas applicable to your document must be filled in)</p> <p>1. Development Agreement</p>
<p>Reference Number(s) of Documents assigned or released: N/A</p>
<p>Grantor(s) (Last name, first name, initials)</p> <p>1. Touchette, Michael, W.</p>
<p>Grantee(s) (Last name first, then first name and initials)</p> <p>1. City of Lake Stevens, a Washington municipal corporation</p>
<p>Legal description (abbreviated: i.e. lot, block, plat or section, township, range)</p> <p>Legal description is attached as "Exhibit A" to this document.</p>
<p>Assessor's Property Tax Parcel/Account Number: 29051200403100</p>
<p>The Auditor/Recorder will rely on the information provided on the form. The staff will not read the document to verify the accuracy or completeness of the indexing information provided herein.</p>

Development Agreement

This Development Agreement ("Development Agreement" or "Agreement") is entered into this ____ day of _____, 2012 by and between the City of Lake Stevens, Washington, a Washington municipal corporation (the "City"), and Michael W. Touchette ("Owner").

WHEREAS, the Legislature, through RCW Sections 36.70B.170 through .210 has authorized the City to enter into a development agreements; and

WHEREAS, Owner owns approximately 5 acres within the City of Lake Stevens, legally described as set forth in the attached Exhibit A (the "R & H Project"); and

WHEREAS, Owner wishes to develop the R & H Project for one single family detached residences; and

WHEREAS, in authorizing development agreements pursuant to RCW Sections 36.70B.170-210, the Legislature found that the lack of certainty in the approval of development projects can result in a waste of public and private resources, escalate housing costs for consumers, and discourage the commitment to comprehensive planning which would make maximum efficient use of resources at the least economic cost to the public; and

WHEREAS, the execution of a development agreement is a proper exercise of the City police power and contractual authority, in order to ensure development that is consistent with the Comprehensive Plan and with applicable development regulations adopted by the City as part of its authority to plan under Chapter 36.70A RCW, and to mitigate the impacts of such development; and

WHEREAS, the City held a public hearing on _____, to consider this Development Agreement, and the City Council adopted Resolution No. _____, approving this Development Agreement, consistent with RCW 36.70B.200; and

WHEREAS, after due consideration of the terms of this agreement and public hearing, the City and Owner have agreed to enter into this Development Agreement, which shall be used to establish the appropriate zoning and preliminary development plan for the R & H Property;

NOW, THEREFORE, in consideration of the mutual promises and agreements made herein, and other good and valuable consideration, the sufficiency of which is hereby mutually acknowledged, the City and Owner agree as follows:

1. Except as otherwise specifically provided herein, Owner shall comply with all City ordinances, regulations, development standards and policies in effect at the time the complete CUP application was submitted to the City, provided that if relevant ordinances, regulations, development standards and policies are modified prior to approval of the related permits, the Owner may, at its option, elect to comply with the newer requirements without changing their vesting date for the remainder of the applicable regulations. Owner shall be subject to

all pertinent impact fee requirements, including parks, transportation and school impact fees, which shall not vest and may be modified by the City at any time. Pursuant to RCW 36.70B.170(4), this Development Agreement shall reserve authority for the City to impose new or different regulations to the extent required by a serious threat to the public health and safety.

2. This Development Agreement shall be effective for a term of 5 years following the date of execution. Upon expiration of such period, this Development Agreement shall automatically terminate.
3. Unless terminated in accordance with the provisions hereof, or amended in writing by a document signed by all parties hereto, this Development Agreement is enforceable during its term by any party to the Development Agreement. Thereafter, this Development Agreement is enforceable with respect to any continuing obligation of the parties that survive termination, as set forth herein.
4. This Development Agreement shall be recorded at the Snohomish County Auditor's Office.
5. This Development Agreement is a covenant running with the land and is binding on the heirs, personal representatives, successors and assigns of the parties herein.
6. A permit or approval issued by the City after the execution of this Development Agreement and after the effective date of annexation must be consistent with this Development Agreement.
7. Nothing in this Development Agreement shall be construed to restrict the authority of the City to exercise its power and discretion to rezone the Real Property following expiration of the term of this Development Agreement.
8. In the event of breach of this Agreement by either party, the non-breaching party shall be entitled to bring an action for specific performance and/or injunctive relief. In addition, in the event of breach by one or more owners, the City shall be entitled to stop work on any pending development by the breaching owner and shall be entitled to withhold approval of pending permit applications submitted by the breaching owner. In the event either party commences an action to enforce this agreement or for other relief pursuant to this agreement, the prevailing party in such litigation shall be entitled to an award of reasonable costs and attorneys fees, including costs and fees on appeal.
9. In the event of any dispute as to interpretation or application of the terms or conditions of this Agreement, the Owner and the City shall meet within ten (10) business days after request from any party for the purpose of attempting, in good faith, to resolve the dispute. The meeting may, by mutual agreement, be continued to a date certain in order to include other parties or persons, or to obtain additional information. In the event that a dispute is not resolved through party consultation, the matter shall be scheduled for mediation before a mutually agreed upon neutral party. If the matter is not settled through mediation, any aggrieved party may file an action in the Snohomish County Superior Court, as may be allowed by law and court rules.

10. This Agreement shall be governed by and be interpreted in accordance with the laws of the State of Washington.
11. If any provision of this Agreement is determined to be unenforceable or invalid by a court of law, then this Agreement shall thereafter be modified to implement the intent of the parties to the maximum extent allowable under law.
12. This Agreement shall not be modified or amended except in writing signed by the City and Owner or their respective successors in interest.
13. This Agreement represents the entire agreement of the parties with respect to the subject matter hereof. There are no other agreements, oral or written, except as expressly set forth herein.
14. The Owner agrees that in the event of a proposed sale, gift, transfer, segregation, assignment or devise of the Property, the Owner shall disclose the existence of this Agreement to the interested party.
15. This Agreement has been reviewed and revised by legal counsel for all parties and no presumption or rule that ambiguity shall be construed against the party drafting the document shall apply to the interpretation or enforcement of this Agreement.
16. This Agreement shall not be construed as a waiver of any and all other development regulations of the City or other governmental agencies applicable to the development of Owner's property.

EXECUTED THIS _____ DAY OF _____, 2007.

OWNERS:
Michael W. Touchette

By: _____
Michael W Touchette
Authorized Agent

CITY OF LAKE STEVENS:

By: _____
Vern Little
Mayor

EXHIBIT A**Legal Description**

Property Description	SEC 12 TWP 29 RGE 05 - CAAP 2389.78FT N01*41 14W FR 1/4 COR ON S SIDE OF SEC 12 TH S77*43'40"E 1605.24FT TAP TH NE PRTY COR TH S16*15'02"W 96.89FT TO SW PRTY COR TH N77*46'00"W 56.30FT TAP THN81*34'40"W 1517.08FT TO N & S C/L OF SEC 12 NLY ALG SD C/L 204.56FT TPB AKA PAR A LOT 3 SNO CO SP73 (4-82) REC AFN 8303230191; LESS TH PTN THOF CONV TO ST BY DEED REC AFN 1181024; LESS R/W TO SNO COPER SWD REC AFN 8501210237; TGW TH PTN LOT 1 SNO CO SP 59 (3-83) REC AFN 8307280172 BEING PTN SE1/4 LESS TH PTN THOF LOT 1 LY NWLY OF SWLY MAR LUNDEEN PKWY CONV TO SNO CO BY DEED REC AFN 8407180238DAF: BEG NWLY COR SD PAR BEING PT ON SLY R/W MAR LUNDEED PKWY TH S73*53'37"E ALG NLY LN SD PAR DIST 242.26FT TH S12*16'20"W DIST 145.96FT TO SLY LN SD PAR TH N77*43'40"W ALG SD SLY LN DIST 501.98FT TO SLY R/W MAR LUNDEEN PKWY TH N73*37'53"E ALG SD R/W MAR DIST 171.30FT TH N66*12'22"E ALG R/W MAR DIST 135.98FT TPB AKA PAR NO. 2 PER SNO CO BLA 04-113601 REC AFN 200406180654
Property Category	Land and Improvements
Status	Active, Locally Assessed
Tax Code Area	00408

EXHIBIT B

City of Lake Stevens Ordinance XXX
DATE

ATTACHMENT 2

SITE PLAN

R & H PROJECT LOT AREA 203,202SF

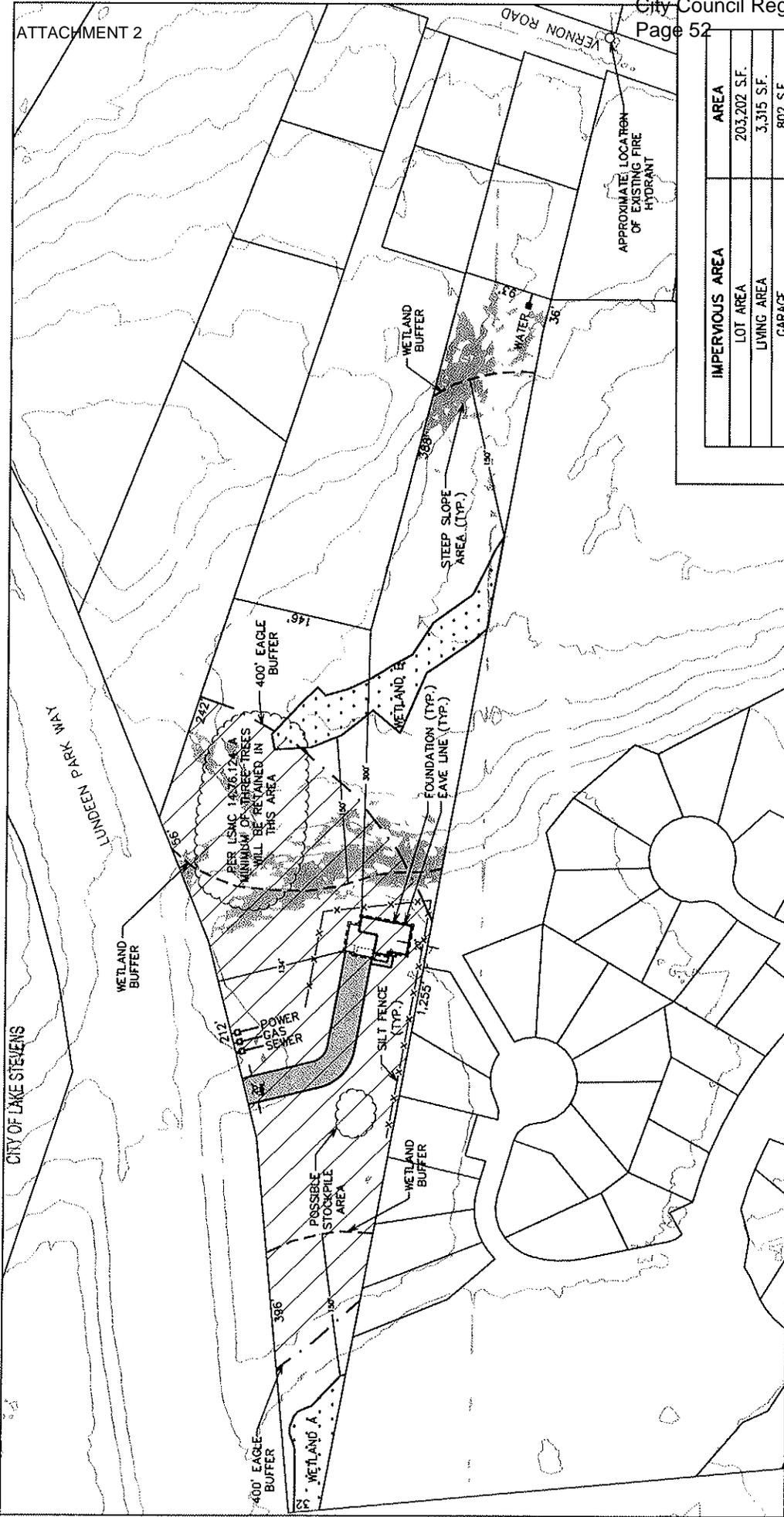
SCALE: 1" = 100'



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CITY OF LAKE STEVENS



IMPERVIOUS AREA	AREA
LOT AREA	203,202 S.F.
LIVING AREA	3,315 S.F.
GARAGE	802 S.F.
DRIVEWAY/CONCRETE WALK	6,181 S.F.
PATIO/DECKS/PORCHES	35 S.F.

ZONING: MULTI-FAMILY RESIDENTIAL (MFR)

LEGEND

- STEEP SLOPE AREA
- 400' EAGLE BUFFER
- 400' EAGLE BUFFER
- 150' WETLAND BUFFER

R & H PROJECT
 ADDRESS: 9XXX LUNDEEN PARK WAY
 TAX ACCOUNT NO.: 29051200403700

TOUCHETTE RESIDENCE
 7020 147TH AVE NE
 LAKE STEVENS, WASHINGTON 98258

PROJECT #42326 Phase #101
 425882277 Per 425882290



Karen E. Watkins

From: Georgine Rosson
Sent: Tuesday, March 05, 2013 11:11 AM
To: Karen E. Watkins
Subject: FW: Bald eagle inquiries
Attachments: Eagle Rule change.doc; NationalBaldEagleManagementGuidelines[1].pdf

*Georgine Rosson
Public Works/Planning Coordinator
City of Lake Stevens*

From: Milner, Ruth L (DFW) [<mailto:Ruth.Milner@dfw.wa.gov>]
Sent: Monday, March 04, 2013 2:58 PM
To: Georgine Rosson
Cc: Brock, David W (DFW)
Subject: Bald eagle inquiries

Greetings,

WDFW no longer participated in bald eagle management actions. Bald Eagles are no handled by the US Fish and Wildlife Service out of Lacey. The contact person is Colleen Stinson. I am attaching information about the US Fish and Wildlife Service's program and Colleen's contact information.

Ruth

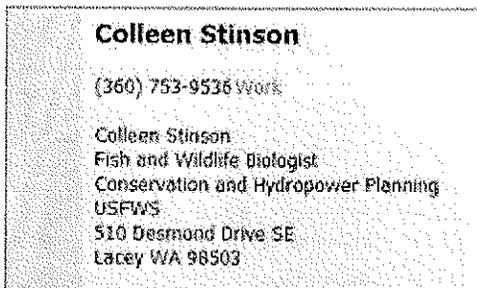
Ruth Milner
WDFW District Wildlife Biologist
PO Box 1100
La Conner, WA 98257
360-466-4345 ext 265

In May 2011, the Fish and Wildlife Commission adopted a rule change such that WDFW no longer requires bald eagle management plans to be developed with landowners. This means that we (WDFW) no longer review projects for eagles or write bald eagle management plans, but federal rules still apply to bald eagles. The US Fish and Wildlife Service will now administer the program. WDFW managed around buffer zones that include ½ mile of shoreline, and 800' and 400' circles around the nest. Federal rules manage around 660' and 330' radii around the nest and some requirements differ from those required by WDFW.

What all this means is that you should now consult the US Fish and Wildlife Service website <http://www.fws.gov/pacific/eagle/guidelines/disturbnestingbaea1.html>, which will guide you through the federal process. If you need additional information or a permit, contact Colleen Stinson or Lindsay Wright with the US Fish and Wildlife Service, whose information you will find below.

Sincerely,

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NATIONAL BALD EAGLE MANAGEMENT GUIDELINES

U.S. Fish and Wildlife Service

May 2007

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INTRODUCTION

The bald eagle (*Haliaeetus leucocephalus*) is protected by the Bald and Golden Eagle Protection Act (Eagle Act) and the Migratory Bird Treaty Act (MBTA). The MBTA and the Eagle Act protect bald eagles from a variety of harmful actions and impacts. The U.S. Fish and Wildlife Service (Service) developed these National Bald Eagle Management Guidelines to advise landowners, land managers, and others who share public and private lands with bald eagles when and under what circumstances the protective provisions of the Eagle Act may apply to their activities. A variety of human activities can potentially interfere with bald eagles, affecting their ability to forage, nest, roost, breed, or raise young. The Guidelines are intended to help people minimize such impacts to bald eagles, particularly where they may constitute "disturbance," which is prohibited by the Eagle Act.

The Guidelines are intended to:

- (1) Publicize the provisions of the Eagle Act that continue to protect bald eagles, in order to reduce the possibility that people will violate the law,
- (2) Advise landowners, land managers and the general public of the potential for various human activities to disturb bald eagles, and
- (3) Encourage additional nonbinding land management practices that benefit bald eagles (see Additional Recommendations section).

While the Guidelines include general recommendations for land management practices that will benefit bald eagles, the document is intended primarily as a tool for landowners and planners who seek information and recommendations regarding how to avoid disturbing bald eagles. Many States and some tribal entities have developed state-specific management plans, regulations, and/or guidance for landowners and land managers to protect and enhance bald eagle habitat, and we encourage the continued development and use of these planning tools to benefit bald eagles.

Adherence to the Guidelines herein will benefit individuals, agencies, organizations, and companies by helping them avoid violations of the law. However, the Guidelines themselves are not law. Rather, they are recommendations based on several decades of behavioral observations, science, and conservation measures to avoid or minimize adverse impacts to bald eagles.

The U.S. Fish and Wildlife Service strongly encourages adherence to these guidelines to ensure that bald and golden eagle populations will continue to be sustained. The Service realizes there may be impacts to some birds even if all reasonable measures are taken to avoid such impacts. Although it is not possible to absolve individuals and entities from liability under the Eagle Act or the MBTA, the Service exercises enforcement discretion to focus on those individuals, companies, or agencies that take migratory birds without regard for the consequences of their actions and the law, especially when conservation measures, such as these Guidelines, are available, but have not been implemented. The Service will prioritize its enforcement efforts to focus on those individuals or entities who take bald eagles or their parts, eggs, or nests without implementing appropriate measures recommended by the Guidelines.

The Service intends to pursue the development of regulations that would authorize, under limited circumstances, the use of permits if "take" of an eagle is anticipated but unavoidable. Additionally, if the bald eagle is delisted, the Service intends to provide a regulatory mechanism to honor existing (take) authorizations under the Endangered Species Act (ESA).

During the interim period until the Service completes a rulemaking for permits under the Eagle Act, the Service does not intend to refer for prosecution the incidental "take" of any bald eagle under the MBTA or Eagle Act, if such take is in full compliance with the terms and conditions of an incidental take statement issued to the action agency or applicant under the authority of section 7(b)(4) of the ESA or a permit issued under the authority of section 10(a)(1)(B) of the ESA.

The Guidelines are applicable throughout the United States, including Alaska. The primary purpose of these Guidelines is to provide information that will minimize or prevent violations only of *Federal laws* governing bald eagles. In addition to Federal laws, many states and some smaller jurisdictions and tribes have additional laws and regulations protecting bald eagles. In some cases those laws and regulations may be more protective (restrictive) than these Federal guidelines. If you are planning activities that may affect bald eagles, we therefore recommend that you contact both your nearest U.S. Fish and Wildlife Service Field Office (see the contact information on p.16) and your state wildlife agency for assistance.

LEGAL PROTECTIONS FOR THE BALD EAGLE

The Bald and Golden Eagle Protection Act

The Eagle Act (16 U.S.C. 668-668c), enacted in 1940, and amended several times since then, prohibits anyone, without a permit issued by the Secretary of the Interior, from "taking" bald eagles, including their parts, nests, or eggs. The Act provides criminal and civil penalties for persons who "take, possess, sell, purchase, barter, offer to sell, purchase or barter, transport, export or import, at any time or any manner, any bald eagle ... [or any golden eagle], alive or dead, or any part, nest, or egg thereof." The Act defines "take" as "pursue, shoot, shoot at, poison, wound, kill, capture, trap, collect, molest or disturb." "Disturb" means:

"Disturb means to agitate or bother a bald or golden eagle to a degree that causes, or is likely to cause, based on the best scientific information available, 1) injury to an eagle, 2) a decrease in its productivity, by substantially interfering with normal breeding, feeding, or sheltering behavior, or 3) nest abandonment, by substantially interfering with normal breeding, feeding, or sheltering behavior."

In addition to immediate impacts, this definition also covers impacts that result from human-induced alterations initiated around a previously used nest site during a time when eagles are not present, if, upon the eagle=s return, such alterations agitate or bother an eagle to a degree that injures an eagle or substantially interferes with normal breeding, feeding, or sheltering habits and causes, or is likely to cause, a loss of productivity or nest abandonment.

A violation of the Act can result in a criminal fine of \$100,000 (\$200,000 for organizations), imprisonment for one year, or both, for a first offense. Penalties increase substantially for additional offenses, and a second violation of this Act is a felony.

The Migratory Bird Treaty Act

The MBTA (16 U.S.C. 703-712), prohibits the taking of any migratory bird or any part, nest, or egg, except as permitted by regulation. The MBTA was enacted in 1918; a 1972 agreement supplementing one of the bilateral treaties underlying the MBTA had the effect of expanding the scope of the Act to cover bald eagles and other raptors. Implementing regulations define "take" under the MBTA as "pursue, hunt, shoot, wound, kill, trap, capture, possess, or collect."

Copies of the Eagle Act and the MBTA are available at: <http://permits.fws.gov/ltr/ltr.shtml>.

State laws and regulations

Most states have their own regulations and/or guidelines for bald eagle management. Some states may continue to list the bald eagle as endangered, threatened, or of special concern. If you plan activities that may affect bald eagles, we urge you to familiarize yourself with the regulations and/or guidelines that apply to bald eagles in your state. Your adherence to the Guidelines herein does not ensure that you are in compliance with state laws and regulations because state regulations can be more specific and/or restrictive than these Guidelines.

NATURAL HISTORY OF THE BALD EAGLE

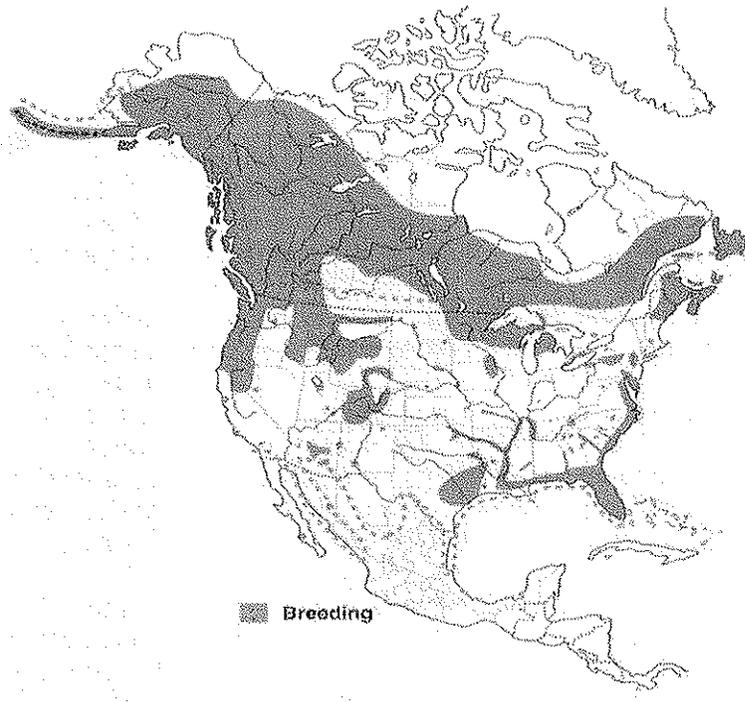
Bald eagles are a North American species that historically occurred throughout the contiguous United States and Alaska. After severely declining in the lower 48 States between the 1870s and the 1970s, bald eagles have rebounded and re-established breeding territories in each of the lower 48 states. The largest North American breeding populations are in Alaska and Canada, but there are also significant bald eagle populations in Florida, the Pacific Northwest, the Greater Yellowstone area, the Great Lakes states, and the Chesapeake Bay region. Bald eagle distribution varies seasonally. Bald eagles that nest in southern latitudes frequently move northward in late spring and early summer, often summering as far north as Canada. Most eagles that breed at northern latitudes migrate southward during winter, or to coastal areas where waters remain unfrozen. Migrants frequently concentrate in large numbers at sites where food is abundant and they often roost together communally. In some cases, concentration areas are used year-round: in summer by southern eagles and in winter by northern eagles.

Juvenile bald eagles have mottled brown and white plumage, gradually acquiring their dark brown body and distinctive white head and tail as they mature. Bald eagles generally attain adult plumage by 5 years of age. Most are capable of breeding at 4 or 5 years of age, but in healthy populations they may not start breeding until much older. Bald eagles may live 15 to 25 years in the wild. Adults weigh 8 to 14 pounds (occasionally reaching 16 pounds in Alaska) and have wingspans of 5 to 8 feet. Those in the northern range are larger than those in the south, and females are larger than males.

Where do bald eagles nest?

Breeding bald eagles occupy "territories," areas they will typically defend against intrusion by other eagles. In addition to the active nest, a territory may include one or more alternate nests (nests built or maintained by the eagles but not used for nesting in a given year). The Eagle Act prohibits removal or destruction of both active and alternate bald eagle nests. Bald eagles exhibit high nest site fidelity and nesting territories are often used year after year. Some territories are known to have been used continually for over half a century.

Bald eagles generally nest near coastlines, rivers, large lakes or streams that support an adequate food supply. They often nest in mature or old-growth trees; snags (dead trees); cliffs; rock promontories; rarely on the ground; and with increasing frequency on human-made structures such as power poles and communication towers. In forested areas, bald eagles often select the tallest trees with limbs strong enough to support a nest that can weigh more than 1,000 pounds. Nest sites typically include at least one perch with a clear view of the water where the eagles usually forage. Shoreline trees or snags located in reservoirs provide the visibility and accessibility needed to locate aquatic prey. Eagle nests are constructed with large sticks, and may be lined with moss, grass, plant stalks, lichens, seaweed, or sod. Nests are usually about 4-6 feet in diameter and 3 feet deep, although larger nests exist.



Copyright *Birds of North America*, 2000

The range of breeding bald eagles in 2000 (shaded areas). This map shows only the larger concentrations of nests; eagles have continued to expand into additional nesting territories in many states. The dotted line represents the bald eagle's wintering range.

When do bald eagles nest?

Nesting activity begins several months before egg-laying. Egg-laying dates vary throughout the U.S., ranging from October in Florida, to late April or even early May in the northern United States. Incubation typically lasts 33-35 days, but can be as long as 40 days. Eaglets make their first unsteady flights about 10 to 12 weeks after hatching, and fledge (leave their nests) within a few days after that first flight. However, young birds usually remain in the vicinity of the nest for several weeks after fledging because they are almost completely dependent on their parents for food until they disperse from the nesting territory approximately 6 weeks later.

The bald eagle breeding season tends to be longer in the southern U.S., and re-nesting following an unsuccessful first nesting attempt is more common there as well. The following table shows the timing of bald eagle breeding seasons in different regions of the country. The table represents the range of time within which the majority of nesting activities occur in each region and does not apply to any specific nesting pair. Because the timing of nesting activities may vary within a given region, you should contact the nearest U.S. Fish and Wildlife Service Field Office (see page 16) and/or your state wildlife conservation agency for more specific information on nesting chronology in your area.

National Bald Eagle Management Guidelines

May 2007

Chronology of typical reproductive activities of bald eagles in the United States.

Sept.	Oct.	Nov.	Dec.	Jan.	Feb.	March	April	May	June	July	Aug.
SOUTHEASTERN U.S. (FL, GA, SC, NC, AL, MS, LA, TN, KY, AR, eastern 2 of TX)											
Nest Building											
Egg Laying/Incubation											
Hatching/Rearing Young											
Fledging Young											
CHESAPEAKE BAY REGION (NC, VA, MD, DE, southern 2 of NJ, eastern 2 of PA, panhandle of WV)											
Nest Building											
Egg Laying/Incubation											
Hatching/Rearing Young											
Fledging Young											
NORTHERN U.S. (ME, NH, MA, RI, CT, NY, northern 2 of NJ, western 2 of PA, OH, WV exc. panhandle, IN, IL, MI, WI, MN, IA, MO, ND, SD, NB, KS, CO, UT)											
Nest Building											
Egg Laying/Incubation											
Hatching/Rearing Young											
Fledging Young											
PACIFIC REGION (WA, OR, CA, ID, MT, WY, NV)											
Nest Building											
Egg Laying/Incubation											
Hatching/Rearing Young											
Fledging Young											
SOUTHWESTERN U.S. (AZ, NM, OK panhandle, western 2 of TX)											
Nest Building											
Egg Laying/Incubation											
Hatching/Rearing Young											
Fledging Young											
ALASKA											
Nest Building											
Egg Laying/Incubation											
Hatching/Rearing Young											
Ing Young											
Fledg-											
Sept.	Oct.	Nov.	Dec.	Jan.	Feb.	March	April	May	June	July	Aug.

How many chicks do bald eagles raise?

The number of eagle eggs laid will vary from 1-3, with 1-2 eggs being the most common. Only one eagle egg is laid per day, although not always on successive days. Hatching of young occurs on different days with the result that chicks in the same nest are sometimes of unequal size. The overall national fledging rate is approximately one chick per nest, annually, which results in a healthy expanding population.

What do bald eagles eat?

Bald eagles are opportunistic feeders. Fish comprise much of their diet, but they also eat waterfowl, shorebirds/colonial waterbirds, small mammals, turtles, and carrion. Because they are visual hunters, eagles typically locate their prey from a conspicuous perch, or soaring flight, then swoop down and strike. Wintering bald eagles often congregate in large numbers along streams to feed on spawning salmon or other fish species, and often gather in large numbers in areas below reservoirs, especially hydropower dams, where fish are abundant. Wintering eagles also take birds from rafts of ducks at reservoirs and rivers, and congregate on melting ice shelves to scavenge dead fish from the current or the soft melting ice. Bald eagles will also feed on carcasses along roads, in landfills, and at feedlots.

During the breeding season, adults carry prey to the nest to feed the young. Adults feed their chicks by tearing off pieces of food and holding them to the beaks of the eaglets. After fledging, immature eagles are slow to develop hunting skills, and must learn to locate reliable food sources and master feeding techniques. Young eagles will congregate together, often feeding upon easily acquired food such as carrion and fish found in abundance at the mouths of streams and shallow bays and at landfills.

The impact of human activity on nesting bald eagles

During the breeding season, bald eagles are sensitive to a variety of human activities. However, not all bald eagle pairs react to human activities in the same way. Some pairs nest successfully just dozens of yards from human activity, while others abandon nest sites in response to activities much farther away. This variability may be related to a number of factors, including visibility, duration, noise levels, extent of the area affected by the activity, prior experiences with humans, and tolerance of the individual nesting pair. The relative sensitivity of bald eagles during various stages of the breeding season is outlined in the following table.

Nesting Bald Eagle Sensitivity to Human Activities

Phase	Activity	Sensitivity to Human Activity	Comments
I	Courtship and Nest Building	Most sensitive period; likely to respond negatively	Most critical time period. Disturbance is manifested in nest abandonment. Bald eagles in newly established territories are more prone to abandon nest sites.
II	Egg laying	Very sensitive period	Human activity of even limited duration may cause nest desertion and abandonment of territory for the breeding season.
III	Incubation and early nestling period (up to 4 weeks)	Very sensitive period	Adults are less likely to abandon the nest near and after hatching. However, flushed adults leave eggs and young unattended; eggs are susceptible to cooling, loss of moisture, overheating, and predation; young are vulnerable to elements.
IV	Nestling period, 4 to 8 weeks	Moderately sensitive period	Likelihood of nest abandonment and vulnerability of the nestlings to elements somewhat decreases. However, nestlings may miss feedings, affecting their survival.
V	Nestlings 8 weeks through fledging	Very sensitive period	Gaining flight capability, nestlings 8 weeks and older may flush from the nest prematurely due to disruption and die.

If agitated by human activities, eagles may inadequately construct or repair their nest, may expend energy defending the nest rather than tending to their young, or may abandon the nest altogether. Activities that cause prolonged absences of adults from their nests can jeopardize eggs or young. Depending on weather conditions, eggs may overheat or cool too much and fail to hatch. Unattended eggs and nestlings are subject to predation. Young nestlings are particularly vulnerable because they rely on their parents to provide warmth or shade, without which they may die as a result of hypothermia or heat stress. If food delivery schedules are interrupted, the young may not develop healthy plumage, which can affect their survival. In addition, adults startled while incubating or brooding young may damage eggs or injure their young as they abruptly leave the nest. Older nestlings no longer require constant attention from the adults, but they may be startled by loud or intrusive human activities and prematurely jump from the nest before they are able to fly or care for themselves. Once fledged, juveniles range up to ¼ mile from the nest site, often to a site with minimal human activity. During this period, until about six weeks after departure from the nest, the juveniles still depend on the adults to feed them.

The impact of human activity on foraging and roosting bald eagles

Disruption, destruction, or obstruction of roosting and foraging areas can also negatively affect bald eagles. Disruptive activities in or near eagle foraging areas can interfere with feeding, reducing chances of survival. Interference with feeding can also result in reduced productivity (number of young successfully fledged). Migrating and wintering bald eagles often congregate at specific sites for purposes of feeding and sheltering. Bald eagles rely on established roost sites because of their proximity to sufficient food sources. Roost sites are usually in mature trees where the eagles are somewhat sheltered from the wind and weather. Human activities near or within communal roost sites may prevent eagles

from feeding or taking shelter, especially if there are not other undisturbed and productive feeding and roosting sites available. Activities that permanently alter communal roost sites and important foraging areas can altogether eliminate the elements that are essential for feeding and sheltering eagles.

Where a human activity agitates or bothers roosting or foraging bald eagles to the degree that causes injury or substantially interferes with breeding, feeding, or sheltering behavior and causes, or is likely to cause, a loss of productivity or nest abandonment, the conduct of the activity constitutes a violation of the Eagle Act's prohibition against disturbing eagles. The circumstances that might result in such an outcome are difficult to predict without detailed site-specific information. If your activities may disturb roosting or foraging bald eagles, you should contact your local Fish and Wildlife Service Field Office (see page 16) for advice and recommendations for how to avoid such disturbance.

RECOMMENDATIONS FOR AVOIDING DISTURBANCE AT NEST SITES

In developing these Guidelines, we relied on existing state and regional bald eagle guidelines, scientific literature on bald eagle disturbance, and recommendations of state and Federal biologists who monitor the impacts of human activity on eagles. Despite these resources, uncertainties remain regarding the effects of many activities on eagles and how eagles in different situations may or may not respond to certain human activities. The Service recognizes this uncertainty and views the collection of better biological data on the response of eagles to disturbance as a high priority. To the extent that resources allow, the Service will continue to collect data on responses of bald eagles to human activities conducted according to the recommendations within these Guidelines to ensure that adequate protection from disturbance is being afforded, and to identify circumstances where the Guidelines might be modified. These data will be used to make future adjustments to the Guidelines.

To avoid disturbing nesting bald eagles, we recommend (1) keeping a distance between the activity and the nest (distance buffers), (2) maintaining preferably forested (or natural) areas between the activity and around nest trees (landscape buffers), and (3) avoiding certain activities during the breeding season. The buffer areas serve to minimize visual and auditory impacts associated with human activities near nest sites. Ideally, buffers would be large enough to protect existing nest trees and provide for alternative or replacement nest trees.

The size and shape of effective buffers vary depending on the topography and other ecological characteristics surrounding the nest site. In open areas where there are little or no forested or topographical buffers, such as in many western states, distance alone must serve as the buffer. Consequently, in open areas, the distance between the activity and the nest may need to be larger than the distances recommended under Categories A and B of these guidelines (pg. 12) if no landscape buffers are present. The height of the nest above the ground may also ameliorate effects of human activities; eagles at higher nests may be less prone to disturbance.

In addition to the physical features of the landscape and nest site, the appropriate size for the distance buffer may vary according to the historical tolerances of eagles to human activities in particular localities, and may also depend on the location of the nest in relation

to feeding and roosting areas used by the eagles. Increased competition for nest sites may lead bald eagles to nest closer to human activity (and other eagles).

Seasonal restrictions can prevent the potential impacts of many shorter-term, obtrusive activities that do not entail landscape alterations (e.g. fireworks, outdoor concerts). In proximity to the nest, these kinds of activities should be conducted only outside the breeding season. For activities that entail both short-term, obtrusive characteristics and more permanent impacts (e.g., building construction), we recommend a combination of both approaches: retaining a landscape buffer *and* observing seasonal restrictions.

For assistance in determining the appropriate size and configuration of buffers or the timing of activities in the vicinity of a bald eagle nest, we encourage you to contact the nearest U.S. Fish and Wildlife Service Field Office (see page 16).

Existing Uses

Eagles are unlikely to be disturbed by routine use of roads, homes, and other facilities where such use pre-dates the eagles' successful nesting activity in a given area. Therefore, in most cases *ongoing* existing uses may proceed with the same intensity with little risk of disturbing bald eagles. However, some *intermittent, occasional, or irregular* uses that pre-date eagle nesting in an area may disturb bald eagles. For example: a pair of eagles may begin nesting in an area and subsequently be disturbed by activities associated with an annual outdoor flea market, even though the flea market has been held annually at the same location. In such situations, human activity should be adjusted or relocated to minimize potential impacts on the nesting pair.

ACTIVITY-SPECIFIC GUIDELINES

The following section provides the Service's management recommendations for avoiding bald eagle disturbance as a result of new or intermittent activities proposed in the vicinity of bald eagle nests. Activities are separated into 8 categories (A – H) based on the nature and magnitude of impacts to bald eagles that usually result from the type of activity. Activities with similar or comparable impacts are grouped together.

In most cases, impacts will vary based on the visibility of the activity from the eagle nest and the degree to which similar activities are already occurring in proximity to the nest site. Visibility is a factor because, in general, eagles are more prone to disturbance when an activity occurs in full view. For this reason, we recommend that people locate activities farther from the nest structure in areas with open vistas, in contrast to areas where the view is shielded by rolling topography, trees, or other screening factors. The recommendations also take into account the existence of similar activities in the area because the continued presence of nesting bald eagles in the vicinity of the existing activities indicates that the eagles in that area can tolerate a greater degree of human activity than we can generally expect from eagles in areas that experience fewer human impacts. To illustrate how these factors affect the likelihood of disturbing eagles, we have incorporated the recommendations for some activities into a table (categories A and B).

First, determine which category your activity falls into (between categories A – H). If the activity you plan to undertake is not specifically addressed in these guidelines, follow the recommendations for the most similar activity represented.

If your activity is under A or B, our recommendations are in table form. The vertical axis shows the degree of visibility of the activity from the nest. The horizontal axis (header row) represents the degree to which similar activities are ongoing in the vicinity of the nest. Locate the row that best describes how visible your activity will be from the eagle nest. Then, choose the column that best describes the degree to which similar activities are ongoing in the vicinity of the eagle nest. The box where the column and row come together contains our management recommendations for how far you should locate your activity from the nest to avoid disturbing the eagles. The numerical distances shown in the tables are the closest the activity should be conducted relative to the nest. In some cases we have included additional recommendations (other than recommended *distance* from the nest) you should follow to help ensure that your activity will not disturb the eagles.

Alternate nests

For activities that entail permanent landscape alterations that may result in bald eagle disturbance, these recommendations apply to both active and alternate bald eagle nests. Disturbance becomes an issue with regard to alternate nests if eagles return for breeding purposes and react to land use changes that occurred while the nest was inactive. The likelihood that an alternate nest will again become active decreases the longer it goes unused. If you plan activities in the vicinity of an alternate bald eagle nest and have information to show that the nest has not been active during the preceding 5 breeding seasons, the recommendations provided in these guidelines for avoiding disturbance around the nest site may no longer be warranted. The nest itself remains protected by other provisions of the Eagle Act, however, and may not be destroyed.

If special circumstances exist that make it unlikely an inactive nest will be reused before 5 years of disuse have passed, and you believe that the probability of reuse is low enough to warrant disregarding the recommendations for avoiding disturbance, you should be prepared to provide all the reasons for your conclusion, including information regarding past use of the nest site. Without sufficient documentation, you should continue to follow these guidelines when conducting activities around the nest site. If we are able to determine that it is unlikely the nest will be reused, we may advise you that the recommendations provided in these guidelines for avoiding disturbance are no longer necessary around that nest site.

This guidance is intended to minimize disturbance, as defined by Federal regulation. In addition to Federal laws, most states and some tribes and smaller jurisdictions have additional laws and regulations protecting bald eagles. In some cases those laws and regulations may be more protective (restrictive) than these Federal guidelines.

Temporary Impacts

For activities that have temporary impacts, such as the use of loud machinery, fireworks displays, or summer boating activities, we recommend seasonal restrictions. These types of activities can generally be carried out outside of the breeding season without causing disturbance. The recommended restrictions for these types of activities can be lifted for alternate nests within a particular territory, including nests that were attended during the current breeding season but not used to raise young, after eggs laid in another nest within the territory have hatched (depending on the distance between the alternate nest and the active nest).

In general, activities should be kept as far away from nest trees as possible; loud and disruptive activities should be conducted when eagles are not nesting; and activity between the nest and the nearest foraging area should be minimized. If the activity you plan to undertake is not specifically addressed in these guidelines, follow the recommendations for the most similar activity addressed, or contact your local U.S. Fish and Wildlife Service Field Office for additional guidance.

If you believe that special circumstances apply to your situation that increase or diminish the likelihood of bald eagle disturbance, or if it is not possible to adhere to the guidelines, you should contact your local Service Field Office for further guidance.

Category A:

- Building construction, 1 or 2 story, with project footprint of ½ acre or less.
- Construction of roads, trails, canals, power lines, and other linear utilities.
- Agriculture and aquaculture – new or expanded operations.
- Alteration of shorelines or wetlands.
- Installation of docks or moorings.
- Water impoundment.

Category B:

- Building construction, 3 or more stories.
- Building construction, 1 or 2 story, with project footprint of more than ½ acre.
- Installation or expansion of marinas with a capacity of 6 or more boats.
- Mining and associated activities.
- Oil and natural gas drilling and refining and associated activities.

	<i>If there is no similar activity within 1 mile of the nest</i>	<i>If there is similar activity closer than 1 mile from the nest</i>
<i>If the activity will be visible from the nest</i>	660 feet. Landscape buffers are recommended.	660 feet, or as close as existing tolerated activity of similar scope. Landscape buffers are recommended.
<i>If the activity will not be visible from the nest</i>	Category A: 330 feet. Clearing, external construction, and landscaping between 330 feet and 660 feet should be done outside breeding season. Category B: 660 feet.	330 feet, or as close as existing tolerated activity of similar scope. Clearing, external construction and landscaping within 660 feet should be done outside breeding season.

The numerical distances shown in the table are the closest the activity should be conducted relative to the nest.

Category C. Timber Operations and Forestry Practices

- Avoid clear cutting or removal of overstory trees within 330 feet of the nest at any time.
- Avoid timber harvesting operations, including road construction and chain saw and yarding operations, during the breeding season within 660 feet of the nest. The distance may be decreased to 330 feet around alternate nests within a particular territory, including nests that were attended during the current breeding season but not used to raise young, after eggs laid in another nest within the territory have hatched.
- Selective thinning and other silviculture management practices designed to conserve or enhance habitat, including prescribed burning close to the nest tree, should be undertaken outside the breeding season. Precautions such as raking leaves and woody debris from around the nest tree should be taken to prevent crown fire or fire climbing the nest tree. If it is determined that a burn during the breeding season would be beneficial, then, to ensure that no take or disturbance will occur, these activities should be conducted only when neither adult eagles nor young are present at the nest tree (i.e., at the beginning of, or end of, the breeding season, either before the particular nest is active or after the young have fledged from that nest). Appropriate Federal and state biologists should be consulted before any prescribed burning is conducted during the breeding season.
- Avoid construction of log transfer facilities and in-water log storage areas within 330 feet of the nest.

Category D. Off-road vehicle use (including snowmobiles). No buffer is necessary around nest sites outside the breeding season. During the breeding season, do not operate off-road vehicles within 330 feet of the nest. In open areas, where there is increased visibility and exposure to noise, this distance should be extended to 660 feet.

Category E. Motorized Watercraft use (including jet skis/personal watercraft). No buffer is necessary around nest sites outside the breeding season. During the breeding season, within 330 feet of the nest, (1) do not operate jet skis (personal watercraft), and (2) avoid concentrations of noisy vessels (e.g., commercial fishing boats and tour boats), except where eagles have demonstrated tolerance for such activity. Other motorized boat traffic passing within 330 feet of the nest should attempt to minimize trips and avoid stopping in the area where feasible, particularly where eagles are unaccustomed to boat traffic. Buffers for airboats should be larger than 330 feet due to the increased noise they generate, combined with their speed, maneuverability, and visibility.

Category F. Non-motorized recreation and human entry (e.g., hiking, camping, fishing, hunting, birdwatching, kayaking, canoeing). No buffer is necessary around nest sites outside the breeding season. If the activity will be visible or highly audible from the nest, maintain a 330-foot buffer during the breeding season, particularly where eagles are unaccustomed to such activity.

Category G. Helicopters and fixed-wing aircraft.

Except for authorized biologists trained in survey techniques, avoid operating aircraft within 1,000 feet of the nest during the breeding season, except where eagles have demonstrated tolerance for such activity.

Category H. Blasting and other loud, intermittent noises.

Avoid blasting and other activities that produce extremely loud noises within 1/2 mile of active nests, unless greater tolerance to the activity (or similar activity) has been demonstrated by the eagles in the nesting area. This recommendation applies to the use of fireworks classified by the Federal Department of Transportation as Class B explosives, which includes the larger fireworks that are intended for licensed public display.

RECOMMENDATIONS FOR AVOIDING DISTURBANCE AT FORAGING AREAS AND COMMUNAL ROOST SITES

1. Minimize potentially disruptive activities and development in the eagles' direct flight path between their nest and roost sites and important foraging areas.
2. Locate long-term and permanent water-dependent facilities, such as boat ramps and marinas, away from important eagle foraging areas.
3. Avoid recreational and commercial boating and fishing near critical eagle foraging areas during peak feeding times (usually early to mid-morning and late afternoon), except where eagles have demonstrated tolerance to such activity.
4. Do not use explosives within 1/2 mile (or within 1 mile in open areas) of communal roosts when eagles are congregating, without prior coordination with the U.S. Fish and Wildlife Service and your state wildlife agency.
5. Locate aircraft corridors no closer than 1,000 feet vertical or horizontal distance from communal roost sites.

ADDITIONAL RECOMMENDATIONS TO BENEFIT BALD EAGLES

The following are additional management practices that landowners and planners can exercise for added benefit to bald eagles.

1. Protect and preserve potential roost and nest sites by retaining mature trees and old growth stands, particularly within ½ mile from water.
2. Where nests are blown from trees during storms or are otherwise destroyed by the elements, continue to protect the site in the absence of the nest for up to three (3) complete breeding seasons. Many eagles will rebuild the nest and reoccupy the site.
3. To avoid collisions, site wind turbines, communication towers, and high voltage transmission power lines away from nests, foraging areas, and communal roost sites.
4. Employ industry-accepted best management practices to prevent birds from colliding with or being electrocuted by utility lines, towers, and poles. If possible, bury utility lines in important eagle areas.
5. Where bald eagles are likely to nest in human-made structures (e.g., cell phone towers) and such use could impede operation or maintenance of the structures or jeopardize the safety of the eagles, equip the structures with either (1) devices engineered to discourage bald eagles from building nests, or (2) nesting platforms that will safely accommodate bald eagle nests without interfering with structure performance.
6. Immediately cover carcasses of euthanized animals at landfills to protect eagles from being poisoned.
7. Do not intentionally feed bald eagles. Artificially feeding bald eagles can disrupt their essential behavioral patterns and put them at increased risk from power lines, collision with windows and cars, and other mortality factors.
8. Use pesticides, herbicides, fertilizers, and other chemicals only in accordance with Federal and state laws.
9. Monitor and minimize dispersal of contaminants associated with hazardous waste sites (legal or illegal), permitted releases, and runoff from agricultural areas, especially within watersheds where eagles have shown poor reproduction or where bioaccumulating contaminants have been documented. These factors present a risk of contamination to eagles and their food sources.

CONTACTS

The following U.S. Fish and Wildlife Service Field Offices provide technical assistance on bald eagle management:

<u>Alabama</u>	Daphne	(251) 441-5181	<u>New Hampshire</u>	Concord	(603) 223-2541
<u>Alaska</u>	Anchorage	(907) 271-2888	<u>New Jersey</u>	Pleasantville	(609) 646-9310
	Fairbanks	(907) 456-0203	<u>New Mexico</u>	Albuquerque	(505) 346-2525
	Juneau	(907) 780-1160	<u>New York</u>	Cortland	(607) 753-9334
<u>Arizona</u>	Phoenix	(602) 242-0210		Long Island	(631) 776-1401
<u>Arkansas</u>	Conway	(501) 513-4470	<u>North Carolina</u>	Raleigh	(919) 856-4520
<u>California</u>	Arcata	(707) 822-7201		Asheville	(828) 258-3939
	Barstow	(760) 255-8852	<u>North Dakota</u>	Bismarck	(701) 250-4481
	Carlsbad	(760) 431-9440	<u>Ohio</u>	Reynoldsburg	(614) 469-6923
	Red Bluff	(530) 527-3043	<u>Oklahoma</u>	Tulsa	(918) 581-7458
	Sacramento	(916) 414-6000	<u>Oregon</u>	Bend	(541) 383-7146
	Stockton	(209) 946-6400		Klamath Falls	(541) 885-8481
	Ventura	(805) 644-1766		La Grande	(541) 962-8584
	Yreka	(530) 842-5763		Newport	(541) 867-4558
<u>Colorado</u>	Lakewood	(303) 275-2370		Portland	(503) 231-6179
	Grand Junction	(970) 243-2778		Roseburg	(541) 957-3474
<u>Connecticut</u>	(See New Hampshire)		<u>Pennsylvania</u>	State College	(814) 234-4090
<u>Delaware</u>	(See Maryland)		<u>Rhode Island</u>	(See New Hampshire)	
<u>Florida</u>	Panama City	(850) 769-0552	<u>South Carolina</u>	Charleston	(843) 727-4707
	Vero Beach	(772) 562-3909	<u>South Dakota</u>	Pierre	(605) 224-8693
	Jacksonville	(904) 232-2580	<u>Tennessee</u>	Cookeville	(931) 528-6481
<u>Georgia</u>	Athens	(706) 613-9493	<u>Texas</u>	Clear Lake	(281) 286-8282
	Brunswick	(912) 265-9336	<u>Utah</u>	West Valley City	(801) 975-3330
	Columbus	(706) 544-6428	<u>Vermont</u>	(See New Hampshire)	
<u>Idaho</u>	Boise	(208) 378-5243	<u>Virginia</u>	Gloucester	(804) 693-6694
	Chubbuck	(208) 237-6975	<u>Washington</u>	Lacey	(306) 753-9440
	Rock Island	(309) 757-5800		Spokane	(509) 891-6839
<u>Illinois/Iowa</u>	Bloomington	(812) 334-4261	<u>West Virginia</u>	Wenatchee	(509) 665-3508
<u>Indiana</u>	Manhattan	(785) 539-3474	<u>Wisconsin</u>	Elkins	(304) 636-6586
<u>Kansas</u>	Frankfort	(502) 695-0468	<u>Wyoming</u>	New Franken	(920) 866-1725
<u>Kentucky</u>	Lafayette	(337) 291-3100		Cheyenne	(307) 772-2374
<u>Louisiana</u>	Old Town	(207) 827-5938		Cody	(307) 578-5939
<u>Maine</u>	Annapolis	(410) 573-4573			
<u>Maryland</u>	(See New Hampshire)				
<u>Massachusetts</u>	(See New Hampshire)				
<u>Michigan</u>	East Lansing	(517) 351-2555			
<u>Minnesota</u>	Bloomington	(612) 725-3548			
<u>Mississippi</u>	Jackson	(601) 965-4900			
<u>Missouri</u>	Columbia	(573) 234-2132			
<u>Montana</u>	Helena	(405) 449-5225			
<u>Nebraska</u>	Grand Island	(308) 382-6468			
<u>Nevada</u>	Las Vegas	(702) 515-5230			
	Reno	(775) 861-6300			

<u>National Office</u> U.S. Fish and Wildlife Service Division of Migratory Bird Management 4401 North Fairfax Drive, MBSP-4107 Arlington, VA 22203-1610 (703) 358-1714 http://www.fws.gov/migratorybirds

State Agencies

To contact a state wildlife agency, visit the Association of Fish & Wildlife Agencies' website at http://www.fishwildlife.org/where_us.html

GLOSSARY

The definitions below apply to these National Bald Eagle Management Guidelines:

Communal roost sites – Areas where bald eagles gather and perch overnight – and sometimes during the day in the event of inclement weather. Communal roost sites are usually in large trees (live or dead) that are relatively sheltered from wind and are generally in close proximity to foraging areas. These roosts may also serve a social purpose for pair bond formation and communication among eagles. Many roost sites are used year after year.

Disturb – To agitate or bother a bald or golden eagle to a degree that causes, or is likely to cause, based on the best scientific information available, 1) injury to an eagle, 2) a decrease in its productivity, by substantially interfering with normal breeding, feeding, or sheltering behavior, or 3) nest abandonment, by substantially interfering with normal breeding, feeding, or sheltering behavior.

In addition to immediate impacts, this definition also covers impacts that result from human-caused alterations initiated around a previously used nest site during a time when eagles are not present, if, upon the eagle=s return, such alterations agitate or bother an eagle to a degree that injures an eagle or substantially interferes with normal breeding, feeding, or sheltering habits and causes, or is likely to cause, a loss of productivity or nest abandonment.

Fledge – To leave the nest and begin flying. For bald eagles, this normally occurs at 10-12 weeks of age.

Fledgling – A juvenile bald eagle that has taken the first flight from the nest but is not yet independent.

Foraging area – An area where eagles feed, typically near open water such as rivers, lakes, reservoirs, and bays where fish and waterfowl are abundant, or in areas with little or no water (i.e., rangelands, barren land, tundra, suburban areas, etc.) where other prey species (e.g., rabbit, rodents) or carrion (such as at landfills) are abundant.

Landscape buffer – A natural or human-made landscape feature that screens eagles from human activity (e.g., strip of trees, hill, cliff, berm, sound wall).

Nest – A structure built, maintained, or used by bald eagles for the purpose of reproduction. An **active** nest is a nest that is attended (built, maintained or used) by a pair of bald eagles during a given breeding season, whether or not eggs are laid. An **alternate** nest is a nest that is not used for breeding by eagles during a given breeding season.

Nest abandonment – Nest abandonment occurs when adult eagles desert or stop attending a nest and do not subsequently return and successfully raise young in that nest for the duration of a breeding season. Nest abandonment can be caused by altering habitat near a nest, even if the alteration occurs prior to the breeding season. Whether the eagles migrate during the non-breeding season, or remain in the area throughout the non-breeding season, nest abandonment can occur at any point between the time the eagles return to the nesting site for the breeding season and the time when all progeny from the breeding season have

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dispersed.

Project footprint – The area of land (and water) that will be permanently altered for a development project, including access roads.

Similar scope – In the vicinity of a bald eagle nest, an existing activity is of similar scope to a new activity where the types of impacts to bald eagles are similar in nature, and the impacts of the existing activity are of the same or greater magnitude than the impacts of the potential new activity. Examples: (1) An existing single-story home 200 feet from a nest is similar in scope to an additional single-story home 200 feet from the nest; (2) An existing multi-story, multi-family dwelling 150 feet from a nest has impacts of a greater magnitude than a potential new single-family home 200 feet from the nest; (3) One existing single-family home 200 feet from the nest has impacts of a lesser magnitude than three single-family homes 200 feet from the nest; (4) an existing single-family home 200 feet from a communal roost has impacts of a lesser magnitude than a single-family home 300 feet from the roost but 40 feet from the eagles' foraging area. The existing activities in examples (1) and (2) are of similar scope, while the existing activities in example (3) and (4) are not.

Vegetative buffer – An area surrounding a bald eagle nest that is wholly or largely covered by forest, vegetation, or other natural ecological characteristics, and separates the nest from human activities.

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NOTICE OF PUBLIC HEARING ON MARCH 25, 2013 Lake Stevens City Council

Development Agreement

An applicant is proposing to build a single-family residence on an approximately five acre parcel located within the Multi-Family Residential with Development Agreement (MFDA) zone. Any development within this zone requires a development agreement between the property owner and the City.

The Lake Stevens City Council is scheduled to conduct a first and final Public Hearing on Monday, March 25, 2013 at 7:00 PM in the Lake Stevens School District Educational Center (12309 22nd Street NE) to consider the development agreement and an adopting resolution.

The proposed residence is located within a Bald Eagle Nest buffer zone, so restrictions on development timing will be established. The parcel has other critical areas including wetlands and steep slopes, but the proposed residence is outside the wetland and steep slope buffers.

The proposed Development Agreement and Resolution are available for review in the Permit Center at 1812 Main Street, Lake Stevens or by requesting a copy at the email address below. ADA information may be found at www.lakestevenswa.gov.

Comments regarding the proposed Development Agreement may be submitted orally during the hearing or in writing any time prior to the hearing by sending them to City Hall, attn: Karen Watkins, PO Box 257, Lake Stevens, WA 98258 or by email at kwatkins@lakestevenswa.gov. For questions, call 425-377-3221.



LAKE STEVENS CITY COUNCIL
STAFF REPORT

Council Agenda Date: 25 March 2013

Subject: 2013 Pavement Overlay – Snohomish County ILA

Contact	Mick Monken	Budget Impact:	Contained in
Person/Department:	<u>Public Works</u>		<u>this report</u>

RECOMMENDATION(S)/ACTION REQUESTED OF COUNCIL: Authorize the Mayor to sign an Interlocal Agency Agreement (ILA) with Snohomish County to perform Overlay Improvements

SUMMARY/BACKGROUND: In 2013 Budget, under Streets Funds, \$250,000 has been approved for the City's annual overlay program and an additional \$239,883 has been included as part of a Transportation Improvement Board (TIB) grant for the pavement overlay under an Arterial Preservation program.

A requirement of TIB projects is that the overlay work must be performed by Snohomish County under a regional call for projects. The anticipated advantage of contracting under the County is that there is an economy of scale with several public agencies participating. The County uses a private contractor and goes through a bid process. Since the City will be paying for the County's overhead for the TIB project, it is being proposed to use Snohomish County for the entire 2013 overlay. Once the bids are received, it can be determined if all of the proposed candidate roads can be performed or if modifications, such as reducing or increasing paving limits, are necessary.

The ILA establishes the service agreement for Snohomish County to perform the overlay service for 2013. At the City's option, the ILA also allows for the City to continue to use Snohomish County with future overlay for up to 10 years.

There are 6 candidate roads proposed for the 2013 pavement overlay program. This list was presented to the City Council at the 11th February 2013 meeting and is shown in Exhibit A. Of this list, Grade Road is the only road funded under the TIB grant and must not be alternated to be eligible for the grant funding. The other roads are at the discretion of the City. With all of the overlay roads, the City is required under Federal Regulation to comply with the American with Disabilities Act (ADA). This means that existing sidewalk ramps adjacent to a road that is to be overlaid must be brought up to current standards. In reviewing the candidate roads, none meet current ADA standards and would require replacement.

APPLICABLE CITY POLICIES:

BUDGET IMPACT: Total Budget of \$489,883. This includes \$250,000 under the Street Fund and \$239,883 from TIB grant and City Match (\$35,982). The City's match is in the Street fund.

ATTACHMENTS:

- ▶ Exhibit A: Proposed 2013 Pavement Overlay Candidate Roads
- ▶ Exhibit B: Interlocal Agency Agreement with Snohomish County to perform Overlay Improvements

EXHIBIT A



ID	Candidate	Limit 1	Limit 2
A	Grade Road	20th St NE	26th St NE
B	123rd Ave NE	20th St NE	21st Pl NE
C	No. Lakeshore Dr.	Main St	123rd Ave NE
D	17th St NE	Main St	123rd Ave NE
E	Main St	16th St NE	18th St NE
F	99th Ave SE	Market	2nd Pl SE

Exhibit B

INTERLOCAL AGREEMENT FOR OVERLAY IMPROVEMENTS WITHIN THE CITY OF LAKE STEVENS

This INTERLOCAL AGREEMENT FOR OVERLAY IMPROVEMENTS WITHIN THE CITY OF LAKE STEVENS (this "Agreement"), is made and entered into this ____ day of _____, 2013, by and between SNOHOMISH COUNTY, a political subdivision of the State of Washington (the "County"), and the CITY OF LAKE STEVENS, a Washington municipal corporation (the "City") pursuant to the Interlocal Cooperation Act, Chapter 39.34 RCW.

RECITALS

A. The County performs asphalt paving work (including but not limited to design, engineering, placement of hot mix asphalt, road grinding, traffic control, road pulverization, and other paving related work) every year at various locations throughout the County (the "Overlay Program"). Pursuant to this Agreement, the City has the option of including its own asphalt paving projects (the "City's Projects") in the Overlay Program each year.

B. For purposes of this Agreement, planning and design activities performed by the County with respect to the City's Projects shall be referred to as the "Design Services." For purposes of this Agreement, construction and installation activities performed by the County with respect to the City's Projects shall be referred to as the "Construction Services." Together, the Design Services and the Construction Services may be referred to in this Agreement as the "Services."

C. The County and the City agree that it will be more efficient and mutually beneficial for the County and the City to work together cooperatively in coordinating, designing, and constructing the City's Projects, which will be defined as set forth in Section 3 below.

D. To that end, the County and the City desire for the County to be the entity responsible for the overall planning, design and construction of the City's Projects. The County and the City anticipate that the City's Projects will be completed by October 1 of each year; however, the Overlay Program will remain open until June 1 of each following year throughout the duration of this Agreement as provided in Section 2 below.

E. In exchange for the Services provided by the County, the City shall reimburse the County its actual costs incurred in performing the same, including time, labor, equipment, materials, and administrative overhead, all as more fully described in this Agreement.

AGREEMENT

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

1. Requirements of Interlocal Cooperation Act

1.1 Purpose of Agreement. This Agreement is authorized by and entered into pursuant to the Interlocal Cooperation Act, Chapter 39.34 RCW. The purpose and intent of this Agreement is for the County and the City to work together efficiently and effectively to accomplish the City's Projects. This Agreement establishes the County as the entity responsible for all aspects of the City's Projects planning, design, and construction. The City shall cooperate with the County to the extent reasonably necessary for accomplishing the City's Projects, and shall reimburse the County for the County's actual costs incurred in performing the Design Services and the Construction Services.

1.2 No Separate Entity Necessary. The parties agree that no separate legal or administrative entities are necessary to carry out this Agreement.

1.3 Ownership of Property. Except as expressly provided to the contrary in this Agreement, any real or personal property used or acquired by either party in connection with its performance under this Agreement will remain the sole property of such party, and the other party shall have no interest therein.

1.4 Administrators. Each party to this Agreement shall designate an individual (an "Administrator"), who may be designated by title or position, to oversee and administer such party's participation in this Agreement. The parties' initial Administrators shall be the following individuals:

County's Initial Administrator:

Owen Carter, County Engineer
Snohomish County DPW
3000 Rockefeller Avenue M/S 607
Everett, Washington 98201

City's Initial Administrator:

Vern Little, Mayor
City of Lake Stevens
1812 Main Street
Lake Stevens, WA 98258

Either party may change its Administrator at any time by delivering written notice of such party's new Administrator to the other party.

2. Effective Date and Duration

As provided by RCW 39.34.040, this Agreement shall not take effect unless and until it (i) has been duly executed by both parties, and (ii) either filed with the County Auditor or posted on the County's Interlocal Agreements website. This Agreement shall remain in effect through June 14, 2024, unless earlier terminated pursuant to the provisions of Section 11 below.

3. Scope and Definition of City's Projects.

3.1 Process for Determining City's Projects. Upon execution of this

Agreement and on the anniversary date of execution each year thereafter, the City shall (1) provide the County a Statement of Intent indicating the amount of funds it has available for its City's Projects for that year, including the source of such funds, and (2) prepare and submit to the County a prioritized list of projects that the City proposes for inclusion that year in the City's Projects. For each project on the list the City shall include the route, beginning and ending termini, and a detailed description of the type of work required. The City shall not submit any projects for which the City's cost for design, right-of-way acquisition, or construction are reimbursable with Federal funds or Federal grants.

Upon receipt by the County of the City's Statement of Intent and list of prioritized projects each year, the County shall review and design the same to ensure that the City's available funds are sufficient to cover the estimated costs of the listed projects. The parties shall cooperate to make a final determination as to which projects to include in the City's Projects for that year, including a determination as to a final estimated cost, which shall be reflected in an Addendum to this Agreement.

3.2 Changes by the City to City's Projects. After the parties have made a final determination of the City's Projects for that year, the City may request either (1) that additional projects be added to the City's Projects or, (2) that certain projects be eliminated where the actual costs will exceed the estimated costs for specific projects or where unexpected City budget constraints occur.

3.2.1 Additional Projects. Where the City wishes to add projects as provided in this Section 3.2, it may do so by submitting a written change order outlining (1) how much in funds it has available for the additional work, and (2) a description of the work, including the route, beginning and ending termini, and a detailed description of the type of work required. The County may, in its sole discretion, accept or reject the change order. The City shall be liable for all increases in cost, if any, which may be incurred by additions to the City's Projects.

3.2.2 Elimination of Projects. Where the City wishes to eliminate projects as provided in this Section 3.2, it may do so by providing 30 days' written notice of the same to the County's Administrator. The City shall be liable for all costs associated with the elimination of a specific project, including but not limited to clean-up and stripping costs and any non-cancelable costs, which will be billed to the City as described in Section 6 below.

3.3 Changes by the County to the City's Projects. After the parties have made a final determination of the City's Projects for that year, the County shall provide the City with written notification of any changes to the City's Projects required by the County when such changes will substantially alter the nature of the City's Projects or the City's estimated costs. The County shall obtain the City's written approval to any such changes before implementing them.

3.4 Authority of Administrators. By entering into this Agreement and upon it

becoming effective as described in Section 2 above, both parties authorize their respective Administrators to accept, deny, and negotiate the Addendums described in Section 3.1 above as well as any addition, elimination, or change to the City's Projects as described in this Section 3, including any associated increase, decrease, or other change to the costs of the City's Projects.

4. Services Provided by County

4.1 Lead Agency. The County shall serve as the lead agency for the City's Projects.

4.2 Design Services. The County shall perform for the City the "Design Services," as that term is defined in Recital B above; namely, all necessary planning and design activities for the City's Projects. The County shall solely determine the schedule for the Design Services. The County will provide the City with a full and complete copy of the construction design plans for the City's Projects. The City may request changes to the construction design plans by submitting a written request to the County, which the County shall accommodate to the extent the requested changes are feasible. The County shall segregate the costs of the Design Services from the total costs of designing the entire Overlay Program each year.

4.3 Construction Services. The County shall perform for the City the "Construction Services," as that term is defined in Recital B; namely, construction activities for the City's Projects. The County shall solely determine the schedule for the Construction Services. Except where required by law, the County shall not be responsible for providing any notification (e.g. flyers, etc.) regarding the Construction Services to residents, businesses, or other third parties that will or may be affected by the City's Projects. The County shall segregate the costs of the Construction Services from the total costs of constructing the entire Overlay Program each year.

4.4 Quality of Services. The Services performed by the County under this Agreement shall adhere to the standards set forth in the Standard Specifications for Road, Bridge, and Municipal Construction manual, Construction manual, and Local Agency Guidelines manual, all published by the Washington State Department of Transportation. The City may, at its sole expense, furnish an inspector to review the City's Projects. The City's inspector may communicate with the County and the County's Administrator. The City's inspector shall not communicate, directly or indirectly, with any contractor or subcontractor hired by the County as described in Section 4.6 below.

4.5 Preconstruction Meeting. Each year, prior to the performance of any Construction Services, the County shall schedule a preconstruction meeting which the City's Administrator or their designee shall attend.

4.6 Independent Contractor. The County will perform all Services under this Agreement as an independent contractor and not as an agent, employee, or servant of the City. The County has the express right to direct and control the County's activities in

providing the agreed Services in accordance with the specifications set out in this Agreement. The City shall only have the right to ensure performance.

4.7 Sub-Contracting. The County may, in its sole discretion, hire one or more contractors and/or sub-contractors to perform some or all of the Services. In hiring a contractor and/or subcontractor, the County shall contract through a competitive bidding process each year. The bid packet shall identify by line item the cost for the City's Projects separately from the rest of the Overlay Program costs for that year. The bid packet shall be posted online with the Builders Exchange of Washington at <<http://www.bxwa.com/>> and solicitation notices shall be published in The Everett Herald and Daily Journal of Commerce. After bidding closes for that year, the County shall provide to the City a dated, verified copy of the bid tabulations which correspond to the City's Projects, including an estimate of construction costs for the City's Projects.

5. Cooperation by City

5.1 Covenant to Cooperate. The City covenants to the County that it shall cooperate with the County in accomplishing the City's Projects. The City shall make its personnel, including but not limited to its Public Works Department staff, available to the County at reasonable times and upon reasonable advance notice, for purposes of facilitating the County's performance of the Services.

5.2 Grant of Access. The City certifies to the County that the City owns the real property or right-of-ways upon which the City's Projects are located and additional real property or right-of-ways are not needed for the City's Projects. The City further grants to the County, for the purpose of performing Services pursuant to this Agreement, permission and right-of-entry on, over, under, above and through real property owned by the City and those City rights-of-way and WSDOT rights-of-way that the City is responsible for maintaining that are necessary or convenient for the County to access in performing the Services.

5.3 Coordination with WSDOT and Utilities. Should, in providing the Services, it become necessary or convenient for the County to enter in, on, over, under or above a right-of-way owned by WSDOT or any utility or impact any equipment owned by WSDOT or any utility, the County shall notify the City, and the City shall cooperate in the County's efforts to coordinate with WSDOT and/or the utility to obtain any required approvals and/or permits authorizing such activity.

5.4 Permitting. Prior to April 1 of each year, the City shall obtain and provide to the County copies of all permits necessary for the Project.

6. Payment by City

6.1 Actual Costs. The County shall be reimbursed in full by the City for the actual costs of the Services provided by the County on a time and materials basis plus an administrative overhead charge as described in Section 6.2 below. The County agrees that

only those costs directly allocable to the Services under generally accepted accounting procedures will be charged to the City.

6.2 Administrative Overhead. For the purpose of fixing the compensation to be paid by the City to the County for the Services, it is agreed that there shall be included in each billing, to cover administrative costs, an amount not to exceed the County administrative rate. This rate is currently set at 15% of the total labor cost to the County for those County employees performing Services for the City under this Agreement. The administrative rate is not included in charges for materials, equipment or payments to contractors or subcontractors.

6.3 Contract Maximum. The maximum amount payable each year to the County from the City under this Agreement is the final estimated cost described in Section 3.1 above plus 10 percent. The County shall not undertake work on the City's Projects when such work is expected to exceed this Contract Maximum absent first obtaining written approval from the City.

6.4 Invoicing and Payment. The County shall invoice the City or its designee for all Services performed by the County. The City shall remain liable for complete and timely payment of all amounts invoiced. Invoices may be sent monthly, quarterly or on any other schedule that is mutually convenient to the parties. The County shall include in each invoice documentation of all costs for labor, materials and equipment included in the invoice. Unless the City delivers written notice to the County disputing the amount of a particular invoice, the City shall make payment on all invoices submitted by the County within thirty (30) days of the invoice date. Amounts not paid within 30 days of the invoice date shall thereafter accrue interest at a rate of twelve percent per annum or one percent per month.

7. Indemnification/Hold Harmless

7.1 County's Indemnification of City. The County shall indemnify, defend and hold the City harmless from and against all liabilities, suits, losses, costs, damages, claims, expenses, penalties or charges, including, without limitation, reasonable attorneys' fees and disbursements, that the City may incur or pay out by reason of: (i) any accidents, damages or injuries to persons or property occurring in, on, about or around the City's Projects due to or arising out of the County's performance of Services pursuant to this Agreement, but only to the extent such accidents, damages or injuries are due to any negligent or wrongful act or omission of the County; or (ii) any breach or Default (as such term is defined in Section 10.1 below) by the County under this Agreement.

7.2 City's Indemnification of County. The City shall indemnify, defend and hold the County harmless from and against all liabilities, suits, losses, costs, damages, claims, expenses, penalties or charges, including, without limitation, reasonable attorneys' fees and disbursements, that the County may incur or pay out by reason of: (i) any accidents, damages or injuries to persons or property occurring in, on or around the City's Projects during the term of this Agreement, but only to the extent the same are

caused by any negligent or wrongful act of the City; or (ii) any breach or Default (as such term is defined in Section 10.1 below) of the City under this Agreement.

7.3 Waiver of Immunity Under Industrial Insurance Act. The indemnification provisions of Section 7.1 and Section 7.2 above are specifically intended to constitute a waiver of each party's immunity under Washington's Industrial Insurance Act, Title 51 RCW, as respects the other party only, and only to the extent necessary to provide the indemnified party with a full and complete indemnity of claims made by the indemnitor's employees. The parties acknowledge that these provisions were specifically negotiated and agreed upon by them.

7.4 Survival. The provisions of this Section 7 shall survive the expiration or earlier termination of this Agreement.

8. Insurance

Each Party shall maintain its own insurance and/or self-insurance for its liabilities from damage to property and/or injuries to persons arising out of its activities associated with this Agreement as it deems reasonably appropriate and prudent. The maintenance of, or lack thereof of insurance and/or self insurance shall not limit the liability of the indemnifying part to the indemnified party(s).

9. Compliance with Laws

In the performance of its obligations under this Agreement, each party shall comply with all applicable federal, state, and local laws, rules and regulations.

10. Default and Remedies

10.1 Default. If either the County or the City fails to perform any act or obligation required to be performed by it hereunder, the other party shall deliver written notice of such failure to the non-performing party. The non-performing party shall have thirty (30) days after its receipt of such notice in which to correct its failure to perform the act or obligation at issue, after which time it shall be in default ("Default") under this Agreement; provided, however, that if the non-performance is of a type that could not reasonably be cured within said thirty (30) day period, then the non-performing party shall not be in Default if it commences cure within said thirty (30) day period and thereafter diligently pursues cure to completion.

10.2 Remedies. In the event of a party's Default under this Agreement, then after giving notice and an opportunity to cure pursuant to Section 10.1 above, the non-Defaulting party shall have the right to exercise any or all rights and remedies available to it in law or equity.

11. Early Termination

11.1 30 Days' Notice. Except as provided in Section 11.2 below, either party may terminate this Agreement at any time, with or without cause, upon not less than thirty (30) days advance written notice to the other party. The termination notice shall specify the date on which the Agreement shall terminate.

11.2 Lack of Funding. This Agreement is contingent upon governmental funding and local legislative appropriations. In the event that funding from any source is withdrawn, reduced, limited, or not appropriated after the effective date of this Agreement, this Agreement may be terminated by either party immediately by delivering written notice to the other party. The termination notice shall specify the date on which the Agreement shall terminate.

11.3 Calculation of Costs Due Upon Early Termination. Upon early termination of this Agreement as provided in this Section 11, the City shall pay the County for all Services performed up to the date of termination, as well as the costs of any and all non-cancelable obligations. The County shall notify the City within thirty (30) days of the date of termination of all remaining costs including non-cancelable costs. Termination costs charged to the City shall not exceed the actual costs incurred as a result of early termination. No payment shall be made by the City for any expense incurred or Services performed following the effective date of termination unless authorized in writing by the City.

12. Notices

All notices required to be given by any party to the other party under this Agreement shall be in writing and shall be delivered either in person, by United States mail, or by electronic mail (email) to the applicable Administrator or the Administrator's designee. Notice delivered in person shall be deemed given when accepted by the recipient. Notice by United States mail shall be deemed given as of the date the same is deposited in the United States mail, postage prepaid, and addressed to the Administrator, or their designee, at the addresses set forth in Section 1.4 of this Agreement. Notice delivered by email shall be deemed given as of the date and time received by the recipient.

13. Miscellaneous

13.1 Entire Agreement; Amendment. This Agreement constitutes the entire agreement between the parties regarding the subject matter hereof, and supersedes any and all prior oral or written agreements between the parties regarding the subject matter contained herein. Except as otherwise provided in Section 3 above, this Agreement may not be modified or amended in any manner except by a written document signed by the party against whom such modification is sought to be enforced.

13.2 Conflicts between Attachments and Text. Should any conflicts exist between any attached exhibit or schedule and the text or main body of this Agreement, the text or main body of this Agreement shall prevail.

13.3 Governing Law and Venue. This Agreement shall be governed by and enforced in accordance with the laws of the State of Washington. The venue of any action arising out of this Agreement shall be in the Superior Court of the State of Washington, in and for Snohomish County. In the event that a lawsuit is instituted to enforce any provision of this Agreement, the prevailing party shall be entitled to recover all costs of such a lawsuit, including reasonable attorney's fees.

13.4 Interpretation. This Agreement and each of the terms and provisions of it are deemed to have been explicitly negotiated by the parties, and the language in all parts of this Agreement shall, in all cases, be construed according to its fair meaning and not strictly for or against either of the parties hereto. The captions and headings in this Agreement are used only for convenience and are not intended to affect the interpretation of the provisions of this Agreement. This Agreement shall be construed so that wherever applicable the use of the singular number shall include the plural number, and vice versa, and the use of any gender shall be applicable to all genders.

13.5 Severability. If any provision of this Agreement or the application thereof to any person or circumstance shall, for any reason and to any extent, be found invalid or unenforceable, the remainder of this Agreement and the application of that provision to other persons or circumstances shall not be affected thereby, but shall instead continue in full force and effect, to the extent permitted by law.

13.6 No Waiver. A party's forbearance or delay in exercising any right or remedy with respect to a Default by the other party under this Agreement shall not constitute a waiver of the Default at issue. Nor shall a waiver by either party of any particular Default constitute a waiver of any other Default or any similar future Default.

13.7 No Assignment. This Agreement shall not be assigned, either in whole or in part, by either party without the express written consent of the other party, which may be granted or withheld in such party's sole discretion. Any attempt to assign this Agreement in violation of the preceding sentence shall be null and void and shall constitute a Default under this Agreement.

13.8 Warranty of Authority. Each of the signatories hereto warrants and represents that he or she is competent and authorized to enter into this Agreement on behalf of the party for whom he or she purports to sign this Agreement.

13.9 No Joint Venture. Nothing contained in this Agreement shall be construed as creating any type or manner of partnership, joint venture or other joint enterprise between the parties.

13.10 No Third Party Beneficiaries. This Agreement and each and every provision hereof is for the sole benefit of the City and the County. No other persons or parties shall be deemed to have any rights in, under or to this Agreement.

13.11 Execution in Counterparts. This Agreement may be executed in two or more counterparts, each of which shall constitute an original and all of which shall constitute one and the same agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first above written.

COUNTY:

Snohomish County, a political subdivision of the State of Washington

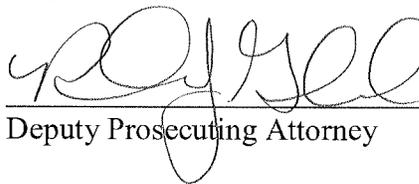
By _____
Name: Aaron Reardon
Title: County Executive

CITY:

The City of Lake Stevens, a Washington municipal corporation

By _____
Name: Vern Little
Title: Mayor

Approved as to Form:

 02-01-13
Deputy Prosecuting Attorney

Approved as to Form:

City Attorney

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STAFF REPORT



Council Agenda Date: 25 March 2013

**Subject: Authorize Supplement No. 5 to the Eurasian Watermilfoil Control Program
(2011) – Year-3 Implementation of Application Strategy Plan and Post Services**

Contact Person:	Mick Monken	Budget Impact:	\$52,393.04
Department:	Public Works		Incl. reserve

RECOMMENDATION(S)/ACTION REQUESTED OF COUNCIL: Authorize Supplement No. 5 to the current contract with AquaTechnex, LLC to perform the year 3 pre and post survey and recommend control measures as part of the 2011 implementation of Application Strategy Plan for an amount of \$47,393.04 and authorized a \$5,000 management reserve.

SUMMARY/BACKGROUND: In 2010, the City, in partnership with the County, performed a study of the lake's Eurasian Milfoil problem and had prepared an Integrated Aquatic Plant Control Plan (Plan) to provide a long term solution to dealing with this weed problem. The Plan was adopted in early 2011 and implementation of the Plan start that year. The Plan recommended the treatment method, implementation schedule, and an estimated budget. In brief, the Plan recommended an initial full lake treatment (Year-1), a follow up spot treatment (Year-2 and Year-3), and monitoring thereafter with spot treatments as needed. The action proposed in this report is the pre and post survey and spot treatment part of the Year-3 follow up treatment.

In April 2011 the City awarded the Eurasian Watermilfoil Control Program contract to AquaTechnex and authorized the development of the Application Strategy Plan (ASP). The ASP was completed in May 2011 and the initial treatment application occurred in July 2011. A post survey was performed in late summer (2011) and in October the yearend report was released. The report stated "Overall, this treatment was highly successful, delivering well over 95 percent control of Eurasian Milfoil present in the lake on an acre basis." In Year 2, there were some new growth areas but the increase growth was very low. The Year 2 post survey showed that a near total eradication was completed. This contract is expected to achieve an approximate 99% eradication level.

The Year-3 treatment is expected to be the same chemical treatment method (Triclopyr) used in Year-1 and Year-2 applied in spots rather than area broadcasting. The Plan estimated budget for Year-3 is \$53,000 which was approved in the 2013 budget. The proposed scope of service for the two surveys and treatment is \$47,393.04. A management reserve of \$5,000 is recommended to cover any additional treatment determined to be necessary. The City was successful in receiving a 75% match grant up to a total grant amount of \$42,000. A restriction of the grant is that no expenditures prior to the execution an agreement with the Department of Ecology are eligible. The City is current in contact with the DOE to get an agreement executed as soon as possible.

APPLICABLE CITY POLICIES: None

BUDGET IMPACT: \$47,393.04 for Supplement No. 5 and \$5,000 for a management reserve. 2013 budget is \$53,000 which did not include the \$42,000 DOE grant funds.

ATTACHMENTS:

- ▶ Attachment A: Professional Service Agreement Supplemental No. 5
- ▶ Attachment B: Plan Estimated Budget from Aquatic Plant Control Plan (2011)

ATTACHMENT A

**SUPPLEMENTAL AGREEMENT NO. 5
TO
PROFESSIONAL SERVICES AGREEMENT
FOR
CITY OF LAKE STEVENS
LAKE STEVENS EURASIAN MILFOIL CONTROL PROJECT**

This Supplemental Agreement No. 5 is made and entered into on the ____ day of _____, 2013, between the City of Lake Stevens, hereinafter called the "City" and AquaTechnex, LLC, hereinafter called the "Consultant."

WITNESSETH THAT:

WHEREAS, the parties hereto have previously entered into an Agreement for preparation of an application strategy plan for the initial and post treatment follow up of the control of Eurasian Milfoil in Lake Stevens, hereinafter called the "Project," said Agreement being dated 29th April 2011; and

WHEREAS, both parties desire to supplement said Agreement, by expanding the Scope of Services to provide for Phase II, implementation of the application strategy plan and to amend the total amount payable for this Agreement,

NOW THEREFORE, in consideration of the terms, conditions, covenants and performance contained herein or attached and incorporated, and made a part hereof, the parties hereto agree as follows:

Each and every provision of the Original Agreement for Professional Services dated 29th April 2011 shall remain in full force and effect, except as modified in the following sections:

1. Article II of the Original Agreement, "SCOPE OF SERVICES", shall be supplemented to include the Scope of Services as described in Exhibit A1, attached hereto and by this reference made part of this Supplemental Agreement No. 5.

PROFESSIONAL SERVICES AGREEMENT - 1 -

2. Article IV of the Original Agreement, "OBLIGATIONS OF THE CITY", Paragraph 4.1 Payments, the third sentence is amended to include the additional Consultant fee of \$47,393.04 and shall read as follows: "...shall total payment under this agreement exceed \$255,155.87."

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

Original Agreement	\$11,500.00
Supplemental Agreement No.1	\$167,824.83
Supplemental Agreement No.2	\$19,750.00
Supplemental Agreement No.3	\$8,000.00
Supplemental Agreement No. 4	\$688.00
Supplemental Agreement No. 5	\$47,393.04
Grand Total	\$255,155.87

3. Article III, Section 3.3 of the Original Agreement, "TIME OF PERFORMANCE", is amended to provide that all work shall be completed by 15 December 2013.

IN WITNESS WHEREOF, the parties hereto have executed this SUPPLEMENTAL AGREEMENT NO. 5 as of the day and year first above written.

CITY OF LAKE STEVENS

AquaTechnex, LLS

By: _____
Mayor

By: _____
Its _____

ATTEST/AUTHENTICATED:

City Clerk

APPROVED AS TO FORM:

Lake Stevens City Attorney

PROFESSIONAL SERVICES AGREEMENT - 2 -

Scope of Work for Eurasian Milfoil Year 3 - Summer 2013 - Treatment

The summer of 2013 will be the third year of implementation of the Integrated Aquatic Vegetation Management Plan to target noxious aquatic weed growth in Lake Stevens. This plan was developed by the City and focused on large scale herbicide treatments followed up by survey and diver removal/treatment as necessary.

During the summer of 2012, there were two diver survey events that focused on reviewing the conditions in the lake and targeting remaining growth. The initial survey in June showed very little Eurasian Milfoil present, a small number of plants were located. As the summer progressed, additional plants emerged from the lake sediments and were mapped during the second survey in August. Diver efforts were then targeted toward these zones to perform manual removal. By the end of September, a few areas in the lake showed levels that would be more cost effectively treated with herbicide. This plan has been developed to move forward with that work.

Task One, Early Survey. In mid to late June, our mapping crew will visit the lake, confirm the size and location of treatment polygons and develop a treatment map for implementation. It is expected that from 20 to 30 acres may be targeted by this application. The cost for this will be \$3,000.00.

Task Two, Public Notification. Prior to treatment, Ecology permits required a 10 day notification be delivered to the residents along treatment shorelines and for some distance in each direction from the treatment plots. These notices will be hand delivered and documented. The cost for printing, travel and deliver will be \$750.00

Task Three, Treatment of known sites. In early to mid July (must be completed before 22nd July or after 1st August if growth not ready for application) Aquatechnex will mobilize treatment equipment and crews to target Eurasian Milfoil infestation at known locations. The high priority treatment zones are estimated to be from 20 to 30 acres in size and will be determined through the mapping effort. There are two potential selective herbicides that could be utilized for this mission. Renovate OTF was used during the 2011 treatment with great success. The cost per acre for treatment based on water depths would be \$1,088.00.

Task Four, Post treatment herbicide monitoring. Aquatechnex will travel to the lake and collect four water sampling events and process them for herbicide residue. The cost for these trips, shipping and laboratory analysis will be \$1,250.00. Each additional testing trip beyond these four trips, including shipping and laboratory analysis will be \$250.00 each test.

Task Five, Post Treatment Survey. This survey would be performed approximately 3-4 weeks after the Task Three application is performed so divers could evaluate control achieved as well as map presences of milfoil outside the treatment areas. Very small infestations will be hand removed after mapping by divers if patches found are small enough that removal does not significantly impede the mapping survey work. An extensive post treatment diver and boat survey will be conducted of the entire littoral area of the lake. This survey will document control within the treatment areas and note any areas outside the treatment areas that may require additional control focus using either herbicide or diver removal. The cost for this mission will be \$6,000.00

PROFESSIONAL SERVICES AGREEMENT - 3

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Task Six, Recommend additional scope of work as necessary. Based on results and survey work, our team will suggest additional tasks if warranted for the summer of 2013 with associated costs. No charge for this task.

Task	With Renovate OTF	With Sales Tax
Task One	\$3,000.00	\$3,258.00
Task Two	\$750.00	\$814.50
Task Three (assumes 30 acres)	\$32,640.00	\$35,447.04
Task Four	\$1,250.00	\$1,357.50
Task Five	\$6,000.00	\$6,516.00
Totals	\$43,640.00	\$47,393.04

Note: This project has Department of Ecology (DOE) grant Funding that cannot be spent until authorized by the DOE. Work shall not commence until the City provides a written notice to proceed.

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aquatechnex (march 2013) - current from cheryl 2-2-09.docx

PROFESSIONAL SERVICES AGREEMENT - 4

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ATTACHMENT B

Excerpt from the 2011 IAVMP – Selected treatment scenario - Estimated budget projections

Treatment Scenario 3 (Triclopyr and Manual Methods)								
	2011	2012	2013	2014	2015	2016	2017-2020	10 Year Total
Initial Treatment (200 acres)	\$140,000							\$140,000
Diver Survey (\$4,000/day)	\$20,000	\$32,000	\$16,000	\$16,000	\$16,000	\$16,000	\$64,000	\$180,000
Notifications and Signage	\$2,000	\$2,000	\$2,000					\$6,000
Triclopyr Spot Treatments ¹	\$24,000							\$24,000
Contingency Budget ²		\$35,000	\$35,000	\$25,000	\$25,000	\$25,000	\$25,000	\$170,000
Estimated Annual Cost	\$186,000	\$69,000	\$53,000	\$41,000	\$41,000	\$41,000	\$89,000	\$520,000

1. Follow up treatment with triclopyr will be needed in fall of the first season. The cost estimate proposed here assumes a “very bad case scenario” where remaining patches would be scattered throughout the lake and almost 20% of the original treatment area would be treated again
2. The main purpose of the contingency budget is to allow for adaptability of the treatment plan. The specific treatment needs will be dictated by the results of each year’s diver survey(s). In years 2 and 3, at least some the contingency budget is likely to be needed for herbicide spot treatments. In later years it may be used for hand pulling, bottom barrier installation, or addressing other invasive plant concerns.

Note: Scenario 3 is the selected scenario. Some of the cost estimates have been adjusted since this cost table was created. Please see Table 2 in the main text for the current cost estimate of the preferred scenario.



LAKE STEVENS CITY COUNCIL
STAFF REPORT

Council Agenda Date: March 25, 2013

Subject: Economic Development
RFQ Response for Professional Services Agreement –Business Recruitment Services – Natalie Quick Consulting

Contact Rebecca Ableman **Budget** TBD
Person/Department: Planning and Community Development Director **Impact:** _____

RECOMMENDATION(S)/ACTION REQUESTED OF COUNCIL:

This information is presented to the Council for discussion. A Professional Services Agreement including a scope of work will be presented to Council for consideration at the April 8, 2013 meeting. Council could also provide to Staff any questions or additional information they would like to see on April 8th.

SUMMARY:

During the 2013 budgeting process last year, a Business Recruitment program was considered in the Economic Development budget. A Request for Qualifications (RFQ) for a Marketing and Business Recruitment Program including a communications plan was issued in December 2012. Two proposals (Attachment A and B) were submitted and Staff is recommending moving forward with a contract with Natalie Quick Consulting because of her local familiarity, contacts and the overall approach to the project.

BACKGROUND:

In December 2012, the following RFQ was issued:

I. Project Description

Overview

The City of Lake Stevens is seeking a Letter of Interest (LOI) and a Statement of Qualifications (SOQ) from experienced firms in the development and execution of a Marketing & Business Recruitment Program (Program) including communication strategies to recruit new retail, business and family-wage job employers to the City of Lake Stevens.

Budget

The budget range for this project is \$25,000-\$30,000, depending on the extent of tasks identified in the final scope of work of an executed contract.

Deadline for Submittals

SOQs must be received by the City no later than 4:00 PM, December 14, 2012.

Information on City

The City of Lake Stevens is one of the fastest growing cities in the region and has recently transformed from a small town to a larger city. The recent annexation of the Southwest area increased the City population from 14,800 to over 28,000 residents. Situated east of Everett and

nearly encompassing the entire shore of the beautiful 1,040 acre Lake Stevens, the existing City limits is predominately residential and is continuing to grow through a progressive annexation program to become a city of over 30,000 completely surrounding the lake. By 2025, the population is expected to be approaching 50,000. The City is quickly becoming the region's favorite family-friendly lakeside community where it is a great place to live, do business, shop and visit with excellent access to the outdoors while striving to be fiscally strong and able to provide top-quality infrastructure and services. For more information about the City of Lake Stevens, see the official website at: www.lakestevenswa.gov.

The consulting team will continue implementation of the Citywide Economic Development Strategy approved by the City Council in 2010. With the recent adoption of two subarea plans, the City is ready to actively market its vision to the broader Puget Sound development community. Specifically, the City wants to engage effective efforts to recruit desired new retailers, businesses, and family-wage job employers to the City's growth centers with an early focus on retail development.

Marketing & Business Recruitment Program

Existing available information to assist with development of the program includes:

- a) Economic Development Strategy
- b) Citywide Action Plan
- c) Economic Assessment
- d) Retail Forecast and Leakage Analysis
- e) Fiscal Impacts of Economic Development
- f) 20th Street SE Corridor and Lake Stevens Center Subarea Plans

Deliverables:

1. Marketing and Business Recruitment Program including communication strategies
2. Success Assessment including Next Steps Recommendations

Scope of Work

A scoping meeting between the selected consultant and City will be held. Following this meeting the consultant will develop the initial Scope of Work for City's review and comments.

II. Project Schedule

COMPLETION DEADLINE – no later than December 31, 2013

III. Project Budget

\$25,000-\$30,000 dependent on the extent of tasks identified in the final scope of work of the executed contract.

IV. Submittal Content Requirements

The Consultant or responding firm shall bear all costs relating to their response to this SOQ including time in preparation of an SOQ, copies submitted, and time spent in interviews or negotiation with the City prior to final selections. All proposals and accompanying materials submitted to the City become the property of the City of Lake Stevens and will not be returned.

A. Letter of Interest:

The letter of interest should indicate: (a) an interest in executing a Public Relations/Business Recruitment program; (b) the availability of the firm's resources for completing all components of the project, (c) the firm's contact information (address, telephone, email); and (d) additional data or recommendations, if desired.

B. Statement of Qualifications:

The nature and form of response are at the discretion of the respondent, but at a minimum, the following information must be included:

1. **Project Organization and Staffing**
 - a. Provide an organization chart showing all proposed team members and describing their responsibilities for this project. Include professional qualifications/resumes of each member of the project team.
 - b. Describe the portion of work that will be performed by a subconsultant, if any, and information about the professional qualifications of proposed subconsultants.
2. **Description of Related Experience**
 - a. Describe the firms' knowledge of and experience with Marketing & Business Recruitment program including communication strategies.
 - b. Describe the firm's familiarity with the City of Lake Stevens.
 - Describe the firm's experience with preparing a Name, address and telephone number of the client.
 - Name of the Project Manager and personnel who worked on each project with a brief description of their responsibilities.
 - The elements of the projects that are common to the projects proposed above.
 - c. Describe the firm's ability to complete deadlines.
 - d. Describe in the method used to stay on task and meet schedules.

V. Submittal Format

The Statement of Qualifications should be organized in a manner that allows the reviewer to evaluate the firm's qualifications quickly and easily. Brevity of text is appreciated.

The Statement of Qualifications shall be no more than ten (10) pages in length. The page count excludes the covers, a one to two page Letter of Interest. The pages shall be eight and one-half (8 ½) inches by eleven (11) inches with printed text only on one side, except that pages containing only charts and graphs may be printed on pages eleven inches by seventeen inches. Font shall be Arial at 11 font size.

Three (3) copies of the submittal must be provided.

VI. Consultant Selection Process

A. General Approach

The LOI and SOQ will be evaluated on the consultant's clear ability to meet the City's interest in quickly and efficiently developing a Marketing and Business Recruitment program including communication strategies. Submittals will be rated according to the following criteria. This may result in the selection of a firm, or in a short list of firms who will be requested to provide additional information in an oral interview. Final approval of an agreement will rest with the City Council based on the recommendations of the City staff.

The City reserves the right to: choose not to proceed with this project or to re-issue the request for LOI and SOQ; to postpone the opening of the responses and to reject all responses without indicating any reasons for such rejection; and to select a consultant based on other applicable factors or details that may not be explicitly identified in this request document.

Two responsive Statements of Qualifications (SOQ) were received, Natalie Quick Consulting and Chabin Concepts & Competitive Ready. Natalie Quick Consulting has demonstrated they have what appears to be recent local contacts with developers and real estate professionals that are relevant to this project. After selecting Natalie Quick Consulting as a recommendation to move forward in the process, Staff called three municipal references, City of Kent, City of Renton, and City of Mill Creek. All references indicated similar positive comments about Ms. Quick's performance and results. Each reference stated that she is a strong communicator, very well "connected", understands perspectives of varying communities and the roles of the differing parties in development opportunities. Each gave their endorsement of her as a "great" candidate for the Lake Stevens project.

DISCUSSION:

Staff is working with Ms. Quick on a “Scope of Work” and timeline for discussion with Council on April 8, 2013. She will be in attendance at that meeting for Council to meet and ask questions

APPLICABLE CITY POLICIES:

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

BUDGET IMPACT:

The current discussed budgeted amount is approximately \$30,000. Staff is working with the consultant on a refined scope of work and budget to present on April 8th.

ATTACHMENTS:

- A. Statement of Qualifications – Natalie Quick Consulting
- B. Statement of Qualifications – Chabin Concepts & CompetitiveReady



December 14, 2012

Rebecca Ableman
Planning & Community Development Director
Permit Center
1820 Main Street
Lake Stevens, WA 98258

Dear Becky,

Thank you for the opportunity to present this Letter of Interest and SOQ to you in response to the City of Lake Stevens' Marketing & Business Recruitment Program. I'm excited about the possibility of working with such an entrepreneurial and vision-focused City and am confident my services will help you reach your economic development and marketing goals.

During my 11-plus years working in public relations, public affairs and community engagement on Puget Sound-area land use / planning projects and issues, I've had the pleasure of partnering with a wide variety of public, private and non-profit clients - often with strategic challenges and complex assignments.

Given my extensive background working on land use, real estate and transportation projects and issues, opportunities such as this are near and dear to my heart. For this project, I would serve as your primary counselor and implementer and have immediate time and resources to work with you and your team. I look forward to working together on this important project and putting my expertise to work for you.

ABOUT NATALIE QUICK CONSULTING

Equal parts strategic, thoughtful, results-oriented and connected, Natalie Quick Consulting (NQC) builds on the deep expertise of its founder, Natalie Quick. The Seattle-based full-service public relations / public affairs firm has extensive, award-winning experience in the following areas:

- Strategic Planning, Messaging & Materials Development
- Media Strategy & Implementation
- Marketing Strategy & Communication
- Community Outreach & Engagement
- Crisis / Issues Management
- Public Affairs, Government Relations & Lobbying
- Campaign & Coalition Building
- Labor Relations Strategy
- Event Planning & Implementation

Contact Information

Natalie Quick Consulting
3042 NW 60th St Seattle, WA 98107
206-779-0489
natalie@nataliequickconsulting.com



APPROACH

Situation Overview

Over the last five years, the City of Lake Stevens has grown from 6,900 to more than 28,000 residents. This is due primarily to targeted annexations, which have created new opportunities for shaping the City's ability to attract and retain new businesses, thereby increasing the City's livability.

This new retail and commercial growth will also help grow the City's sales tax base, which has been identified as the primary opportunity to stave off future revenue challenges.

To meet these needs, the City recently completed a thorough Economic Development Strategy, which provides the proactive framework for creating development opportunities, outlines the most competitive and attractive sites, and refines the City's redevelopment vision.

The City is now ready to start actively marketing this vision to the broader Puget Sound development community. The following proposal outlines an approach for meeting the City's Economic Development outreach objectives.

Goal

- Leverage communications and outreach to increase awareness of the development opportunities in the City of Lake Stevens.

Objectives

- Clearly define and articulate what makes the City of Lake Stevens a viable and competitive commercial location for businesses.
- Create opportunities to market the City's retail and commercial opportunities with target audiences in Seattle / Bellevue.
- Cultivate relationships with specific audiences in the real estate community to help drive future commercial activity.

Audiences

- Real estate developers
- Real estate brokers (commercial and retail)
- Residential developers
- Residential brokers
- Architects
- Trusted economic strategists
- Influential industry organizations, such as the Urban Land Institute or NAIOP

Performance Metrics

An important element of this outreach effort will be work with the City to develop performance metrics that help quantify 'success' for this outreach effort. For each major outreach element – primarily the presentations in Seattle / Bellevue and driving tours –



we will work with the City to create specific and obtainable metrics, which will be incorporated into the final public relations plan.

Strategies

Public Relations Plan

Our outreach plan will build on the direction outlined in this proposal and add more detail to the agreed-upon strategies, tactics, timeline and performance metrics. The plan will clearly define what 'success' means for this outreach effort and how we will go about implementing a road map toward these goals.

Our work will include an initial strategy session, followed by a draft of the outreach plan, a meeting for us to review it, refinement and finalization. It is recommended to also include time for presentation / discussion with key elected officials and City staff.

Messaging & Materials Refinement

At the core of this initial communications effort is the development of compelling, succinct key messages that speak to the City's economic development strategy and the elements that will help drive interest from interested developers, retailers and businesses. We will build on the great work already started by the City, LMN Architects, and Leland Consulting Group to develop this message and then create materials that further showcase opportunities in the City. This would start with an audit of existing materials and input from trusted professionals in the real estate / development community. From there, we would consider development of a PowerPoint presentation, as well as refinements to the City's website and existing marketing materials.

Our work will include:

- *Messaging:* An initial strategy session to discuss overall focus and direction, creation of key messaging, testing with trusted real estate professionals / discussion of feedback gained, draft messaging, meeting to review / discuss changes, refinement and finalization.
- *Materials:* An initial discussion to refine overall direction, testing existing materials with trusted real estate professionals / discussing feedback gained, development of key materials, updating of existing materials (as agreed upon), regular communication to refine the documents, refinement and finalization.

Invitation-only Presentations to Seattle / Bellevue Real Estate Community

Now that a foundation is in place, we will reach out to targeted real estate professionals in the Seattle / Bellevue area and begin increasing awareness about the opportunities in Lake Stevens. This campaign centers around small group presentations in the Seattle / Bellevue area and will include the following core elements:

- Development of a list of targeted attendees (developers, brokers, architects, retailers, etc).
- Development of a branded email invitation for attendees that showcases the marketable elements of Lake Stevens. Ongoing direct engagement with attendees to encourage and solicit attendance. Development of a "What to Expect" document for participants once they are confirmed.

ATTACHMENT A



- Creation of a 'road show' for City leaders that builds on the messaging and materials (specifically the PowerPoint, visuals and a marketing leave-behind piece)
- Preparation in advance of briefings with City participants to organize flow of discussion / presentation.
- Provide research and recommendations related to location for briefings, food / beverage, etc. Organize all on-site details as needed.
- Hold / help lead two presentations with 10-12 minimum attendees in each session. Provide a scribe for each meeting and a thorough written recap for City leaders.

City of Lake Stevens Driving Tours

Following the small group presentations, we will help the City advance discussions with key targets via driving tours of the key opportunities (Lake Stevens Center and 20th Street SE Corridor) with groups of 1-3 attendees (likely held over several months).

Preparation for the tours will include the following:

- Creation (with the City) of a tour route and talking points for key points of interest. Hold preparation meeting with all possible City spokespeople / attendees.
- Targeting and refinement of 8-12 targets for the tour (about 30% of attendees from earlier briefings); Outreach and solicitation to attend; once confirmed, follow up with details as needed.
- Preparation in advance of each tour (with the City) to help customize tour route and messaging depending on attendees and their focus / desired outcome.
- Attend up to three tours (as needed).

STATEMENT OF QUALIFICATIONS

Project Organization & Staffing

As sole practitioner and founder of Natalie Quick Consulting, I will be your day-to-day contact and primary counselor, strategist and implementer. Should we need lower level project support for copies, research, packet assembly, etc. I will use a support staff (\$75 / hr) to help implement this work.

A professional resume is attached to this proposal as Addendum A.

Description of Related Experience

I have successfully performed similar work for several municipal clients, including the City of Tacoma, City of Kent and City of Renton. My work with the City of Mill Creek, however, most closely reflects the City of Lake Stevens' goals with its Marketing & Business Recruitment program. I've briefly outlined my successful work below (with references):

City of Mill Creek: Brief Case Study

In 2010, the City of Mill Creek sought to re-affirm a master plan for its 52-acre East Gateway project. Working closely with the City, NQC developed a targeted outreach strategy that accomplished the following:

- Refreshed and realigned project messaging and materials to reflect current market dynamics / economy, as well as key marketable project attributes;



- Recruited, engaged and managed a handful of the best minds in Seattle-area real estate in a half-day charette with City leaders to discuss the project, its opportunities and challenges;
- Created recommendations and take-aways for City leaders, based conversations held at the half-day meeting, which addressed master plan / phasing, site infrastructure, tenant mix and project timing.

Reference / Project Manager:

Bill Trimm, City of Mill Creek former economic development director
P: 425-754-3557 E: bgtrimm@comcast.net

Ability to Meet Deadlines / Stay on Task

The success of my business and professional reputation hinges on my ability to meet deadlines, deliver exceptional client service, and drive a successful project schedule. I have successfully managed this scenario time-and-time again during my 11-plus years in communications.

A few examples of my recent deadline-focused work includes:

- Driving strategy and implementation for the multi-faceted launch of the City of Seattle's Central Waterfront project (www.waterfrontseattle.org) (2010/2011)
- Managing intense and deadline-driven strategy /communications for Olympic Medical Center as it successfully (and publically) negotiated its labor contract with SEIU 1199NW (2010/2011)

In closing, I'd like to thank you again for the opportunity to learn more about your communication needs and for the chance to share my approach. I hope this SOQ communicates my sincere desire and enthusiasm to work with you. I look forward to discussing this more - please don't hesitate to let us know if you have any questions.

Sincerely,

Natalie Quick
President & CEO
Natalie Quick Consulting



ADDENDUM A

Bio – Natalie Quick

(see separate attachment)

ATTACHMENT A



NATALIE QUICK, PH.D. (PH.D. AND M.P.P.)

Providing counsel, strategy and guiding implementation for high-profile, complex projects is at the heart of the work Natalie has advanced during her 11-year tenure in the public relations / public affairs field.

She has led community outreach, media counsel and public affairs strategy for public and private sector clients throughout Seattle and the greater Puget Sound region. For more than a decade, she has led strategic engagement on behalf of her clients with neighborhood advocates, labor leaders, civic groups, transportation, land use and pedestrian advocates, business groups, freight mobility / industrial groups and elected officials.

Natalie is adept at bringing groups together who may not otherwise agree, helps them find common ground and successfully creates opportunities for dialogue toward solutions. She is sought after for her straightforward counsel, problem solving approach and media savvy, helping clients successfully navigate through the maze of public process, communications and political environments associated with a given project.

Her work has included providing strategy, counsel and ongoing public relations / public affairs services for clients that include: the City of Seattle's Central Waterfront redevelopment project, Seattle Streetcar (South Lake Union, First Hill and Center City lines), Equity Office Properties, Amgen's Helix Campus expansion, Seattle Children's (MIMP), Virginia Mason (MIMP), Quadrant Homes, Lennar Homes, Security Properties, Roosevelt Development Group (rezone), Harvest Partners (The Landing in Renton), Swedish (MIMP), American Life, Inc. (real estate), Madison Development Group, Urban Renaissance Group, Plum Creek Timber Company (land use issues), The Schuster Group, Goodman Real Estate, Snoqualmie Ridge, Redmond Ridge, Safeway (land use issues), the Urban Land Institute, the Washington State Major League Baseball Stadium Public Facilities District (land use issues), City of Bellevue, City of Kent, City of Seattle, City of Tacoma, Sound Transit, Port of Seattle's North Bay project, AIA Seattle, APA Washington, and Forterra – to name a few.

Raised in Puyallup, Natalie attended Western Washington University, where she served an appointment by former Gov. Gary Locke to the university's Board of Trustees. She is an active board member of Forterra (formerly Cascade Land Conservancy), CASE political action committee (affiliated with the Seattle Metro Chamber) and Leadership for Great Neighborhoods. She is also a graduate of the MIT-Harvard Public Disputes Program, a facet of the Program on Negotiation at Harvard Law School. At age 29, Natalie was named one of the Puget Sound Business Journal's "40 Under 40" and more recently served as a judge for the event.

EDUCATION

- Western Washington University, 2000
- MIT-Harvard Public Disputes Program, 2006

AWARDS & CERTIFICATES

- Puget Sound Business Journal 40 Under 40, 2008
- Public Relations Society of America, Totem Award Winner (2010, 2008, 2006, 2005)

YEARS OF EXPERIENCE

- 11+ years

EXPERTISE

- Successful track record developing and implementing broad-scale public outreach campaigns and programs
- Extensive expertise building support for high-profile, complex projects
- In-depth experience building proactive media and social media campaigns for clients, projects and issues
- Trusted media relationships across the region, state and nation with reporters and leading publications
- Very strong working relationships with neighborhood leaders, civic and labor groups, transportation advocates, business leaders and other regional influencers
- Extensive experience successfully lobbying on local and regional policy issues
- Deep knowledge of transportation, land use and corresponding public processes, including SEPA, EIS and MIMP
- Strong commitment to continually delivering results that exceed expectations



Letter of Interest
&
Statement of Qualifications for:
Marketing & Business Recruitment Program

Submitted to:
City of Lake Stevens

Contact: Allison Larsen, Principal
Chabin Concepts & CompetitiveReady
HQ: 2515 Ceanothus, Suite 100
Chico, CA 95973
Tel. 530.345.0364
Washington Office:
4609 Scenic Drive
Yakima, WA 98908
Tel 509.972.0833
allison@chabinconcepts.com
www.chabinconcepts.com
www.competitiveready.com

Mary Bosch, Principal
Marketek, Inc.
9220 SW Barbur Blvd., Ste 119-220
Portland, Oregon 97219
Tel. 503.636.1659
mary@marketekinc.com

Date: December 13, 2012



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December 13, 2012

Ms. Rebecca Ableman, Planning Director
City of Lake Stevens
1812 Main Street
Lake Stevens, WA 98258

RE: Letter of Interest for Marketing & Business Recruitment Program

Dear Ms. Ableman,

Thank you for the opportunity to present our team's qualifications to Lake Stevens. This letter is to confirm our interest in working with your community to develop a Marketing and Business Recruitment Program focused on your targets:

- Retail and Commercial Services
- Aerospace
- Clean Tech/Alternative Energy
- Life Sciences
- Outdoor Goods and Services

Since 1989, Chabin Concepts has been advising local communities, counties, regional economic development organizations, and states on their economic development programs, target marketing and policies. We are widely recognized as a leading team for Economic Development Marketing and Results-oriented Implementation.

We work with our clients to 1) develop marketing programs and initiatives, and 2) to implement and manage those efforts, both for urban and small communities. We have designed and implemented:

- Marketing and Business Attraction Strategies
- Business Retention & Assistance Programs
- Industry Sector Analysis & Industry Intelligence
- Workforce Development Analysis and Programs
- Sustainability Programs
- Economic Development Websites
- Retail Marketing Assessments and Strategies
- Innovation and Entrepreneurship Programs

We have found that designing our services to our client needs works best and for this project we would partner with Marketek for retail business recruitment.



Based on the information in your Request for Qualifications and planning documents (Lake Stevens Economic Development Strategy, Economic Assessment, Retail Forecast and Leakage Analysis), we propose a three-phase process:



Each phase of the project builds upon itself to align Lake Steven's assets with target needs to create economic opportunity:

I. Situation Analysis

- Review all available reports, data and strategies for Lake Stevens to avoid duplicity.
- Onsite visit with community tour to document asset inventory.
- Organizational assessment to understand implementation capabilities and resources.
- Investigate leverage opportunities with CTED, Snohomish County EDC, etc.

II. Lake Steven's Value Proposition

- Position assets for target industry clusters, prioritizing best fit industries based on Lake Steven's assets.
- Position assets for retail targets.
- Synthesize value proposition for each target.
- Confidential employer interviews to gather information for key selling points/messaging.
- Key message work sessions to develop key message platform.

III. Go-to-Market Strategy – Recommendations and actionable plan for taking Lake Stevens to market, including but not limited to:

- Material development.
- Website enhancements for content and navigation.
- Marketing outreach tactics.
- Communications schedule.
- Sales activities – proposals, site visits, prospect follow up, negotiation for deal closing.

We look forward to your review of our qualifications to assist the City of Lake Stevens in meeting your economic development and job creation goals.

Respectfully submitted,

Allison Larsen, Principal
Chabin Concepts, Inc.
allison@chabinconcepts.com



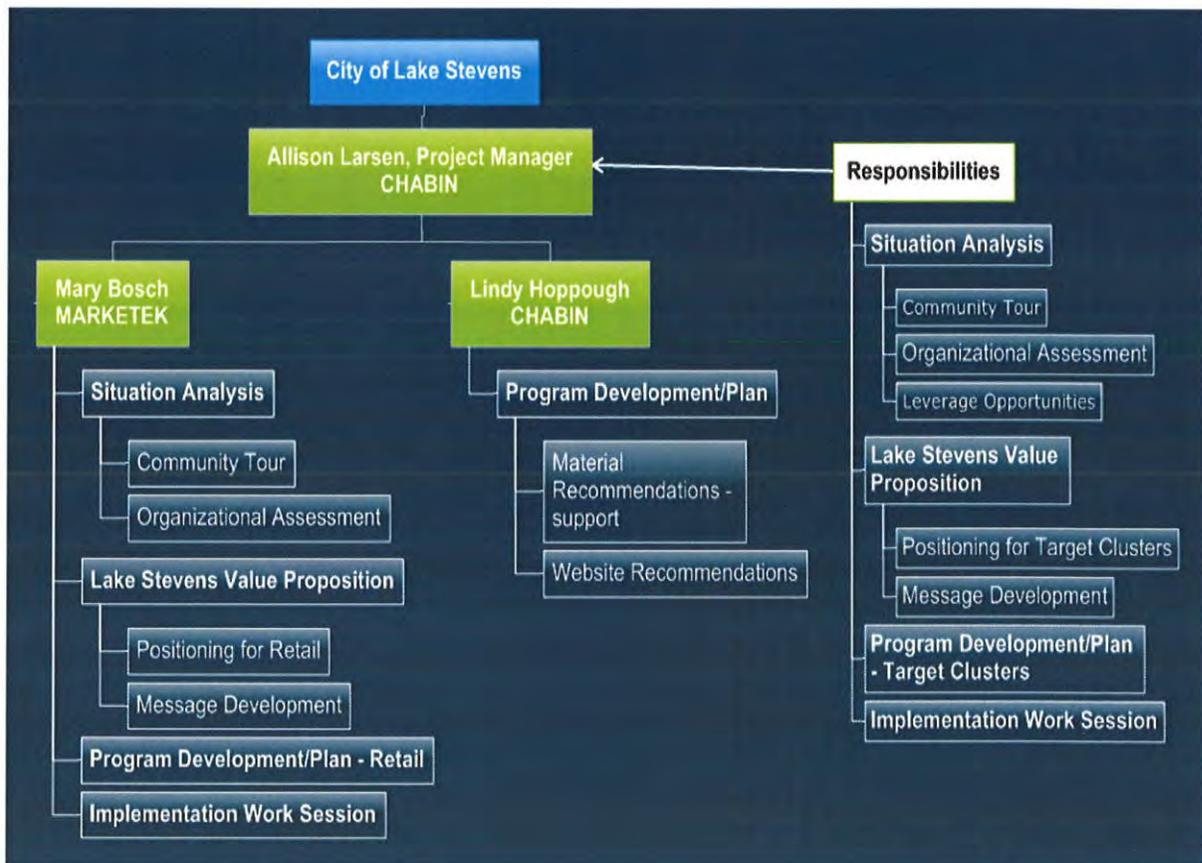
STATEMENT OF QUALIFICATIONS

1. Project Organization and Staffing

The team brought together for the City of Lake Stevens Marketing & Business Recruitment Program includes seasoned professionals with experience and expertise in:

- ❖ Community competitiveness for corporate and retail location decisions;
- ❖ Industry cluster intelligence;
- ❖ Retail development drivers;
- ❖ Business attraction best practices for marketing and sales activities; and
- ❖ Marketing on a “shoestring”.

a. Organizational Chart



**Allison Larsen, CEcD, Principal, Chabin Concepts Washington Office**

Allison Larsen has worked with a wide variety of communities (both rural and urban), regional organizations and even states helping with comprehensive strategic plans, marketing roadmaps, key message development, target industry studies, asset inventories and community assessments.

With her corporate experience in marketing and sales, she has applied her expertise and skills to take economic development practices to a new level, helping communities capture attention for job creation and capital investment.

She assists communities with innovative approaches to business recruitment and local business expansion. Allison also leads the CompetitiveReady program, a joint project with Austin Consulting, EDsuite and Applied Economics.

Experience: Ten years with Chabin Concepts and six years in management positions at Fresno and Madera County EDCs. Recent projects include: Ajax, Ontario; McPherson, Kansas; Sugarland, Texas; Frisco, Texas; City of Merced Business Development; ED Training in Nebraska, Oklahoma and Wisconsin. Recent assignments with Greater Oklahoma Chamber, City of Cedar Hill, Texas and Greater Pensacola Chamber of Commerce, Florida.

Expertise: Community readiness assessment, strategic planning facilitation, marketing, business recruitment and training.

Education: Graduate of OU EDI, a Fellow of the California Agricultural Leadership Program and a B.S. from the University of California, Davis. Allison is an IEDC certified economic and community development professional (CEcD).

Lindy Hoppough, Director of Editorial Services, Chabin Concepts

With a background encompassing graphic design, written communication, and electronic prepress, she spreads her time between evaluating websites, developing web content, and punching up ad copy and business-to-business communications.

Lindy has worked in the economic development field over 25 years. Her recent accomplishments include a website user study for economic development (Apex Award winner), entrepreneurial research for Butte County, California, graphic design for business case for multiple clients and development of several Google Adwords campaigns. Lindy provides pro bono assistance to TeamCalifornia marketing ads and materials.

Lindy co-wrote *So You Want to Make a Company's Short List, Huh?*, a data collection guide for business attraction, and she contributed a chapter to *Journey to Jobs*, an economic development how-to guide.



- Experience:** 25 years in economic development with Chabin Concepts and Butte County Economic Development Corp. Prior experience in printing/publishing and teaching at the college level. Recent projects include: Butte County Entrepreneur Study, Web Usability Study, web review/recommendations for Select Tennessee, TeamCA advertising.
- Expertise:** Creative planning, copywriting, technical writing, web content and usability, graphic design
- Education:** MA Information and Communication Studies (Instructional Technology), CSU, Chico, 1991
BS Graphic Communications (Design Reproduction), Cal Poly, San Luis Obispo, 1982

b. Subconsultant

Mary Bosch of Marketek brings specific value to our team in the area of retail business development. See previous organizational chart for her role on project.

Mary Bosch, Principal, Marketek



Mary is a market analyst and economic developer experienced with every facet of the business development process – from the perspective of the entrepreneur to the developer and marketing professional. Through her work on economic revitalization assignments throughout the nation, Mary has acquired a strong understanding of what it takes to rebuild a community's retail and economic base.

Since beginning her consulting career over 25 years ago, Mary has completed market research, business development and management projects for over 300 communities in 15 states throughout the U.S. Mary has led over 50 trainings and workshops on Market Analysis, Business Recruitment/Retention and Business Plans for Business Districts for local and state economic development and Main Street organizations.

- Experience:** 32 years in economic development consulting, including 23 as a principal with Marketek and nine in strategic planning and economic development positions with the Southern Company and the Georgia Power Company. Recent projects include: Santa Rosa Business Development Action Plan, Downtown San Jose Business Development Plan, Canby Retail Market Analysis & Restaurant Attraction Campaign, Lents Town Center Grocery Attraction Campaign.
- Expertise:** Business recruitment, retention and expansion; Economic development strategic planning; Marketing implementation assistance; Multi-sector real estate market analysis; Organizational development and capacity building; Public outreach and consumer research



Education: Master of City Planning, Georgia Institute of Technology, Atlanta, 1981
BA Communications, Indiana University, Bloomington, 1976

2. Description of Related Experience

a. Knowledge and Experience

**Chabin Concepts, Inc. – www.chabinconcepts.com/
www.competitiveready.com**

Chabin Concepts is an economic development consulting firm with over 23 years of experience in business and community strategic development. Chabin has conducted over 350 community assignments ranging from economic development strategies, target industry-marketing campaigns, Enterprise Zone applications, grant applications, feasibility analysis, and implementation/staff for economic development programs.

Our **goal** is to position cities, counties and states to win new jobs and investment – delivering strategic solutions, tactics, and tools to accomplish the mission.

Chabin's core services to small and mid-size communities are the creation of Economic Development Strategic Roadmaps, based on the community's current environment/situation and an in-depth assessment of the community's assets, constraints, and opportunities.

Our strategies include needs assessment analysis, industry analysis, workforce development, land, building, and site development and economic development operations. We utilize proprietary software for industry and workforce development analysis. Our process also includes stakeholder engagement at multiple levels.

Chabin staff are instructors for IEDC and state economic development associations throughout the US; and have authored and co-authored books, white papers, and articles on economic development.

Our most-popular offerings include:

- ✦ **Community Location Assessment** – How would you rank in a site selector's evaluation? Would you be eliminated or make it to the short-list? Chabin looks at your community through the eyes of a company in site search mode.
- ✦ **Catalytic Strategic Initiatives** – How can the community create a competitive advantage to attract and expand business? Chabin uses the community's assets to develop creative and innovative initiatives designed to enhance economic vitality.
- ✦ **Industry Targeting** – Who is the best fit for your community? How can you reach them? What information is most important to them? Chabin can help you reach and effectively communicate to the right industries, businesses, and other audiences.
- ✦ **A Compelling Business Case** – Why would a company locate in your community and be foolish to look elsewhere? Chabin's unique industry approach to building a business case will set your community apart from the competition.



- ★ **Targeted Marketing** – Review all marketing materials, tools and campaigns with recommendations to increase effectiveness for Top of Mind Awareness.

Marketek, Inc. – www.marketekinc.com

Marketek celebrates 27 years of providing market research, city planning, and economic development services to clients nationwide. Since 1985, we have assisted over 350 communities revitalize local neighborhoods and commercial districts. In 2009-2012 we completed more than fifty projects in six states, with services ranging from retail marketing assistance to affordable housing studies.

Marketek's rigorous analysis and innovative marketing concepts are aimed at enhancing the market advantages of our clients. The firm has offices in Atlanta, Georgia, Charleston, South Carolina and Portland, Oregon.

Marketek's principals draw on extensive backgrounds in downtown revitalization, real estate development, marketing organizational development and strategic/urban planning to provide comprehensive services to our clients, including developers, public agencies, downtown associations, nonprofits organizations, industrial corporations, commercial developers, builders and financial institutions.

Our services range from preparing commercial revitalization strategies to conducting market feasibility analyses for residential, retail, office and industrial developments. Marketek has pioneered a practical, hands-on approach to community economic revitalization. And our experience with communities and private developers alike enables us to identify their mutual needs and interests in the economic development process.

Marketek operates with a small staff. Our ability to help clients succeed is based on the experience and capabilities of Marketek principals, the commitment to high quality work and ultimately, the practical application of our analysis and plans. We are selective in the assignments we accept to ensure that all projects have the full participation of at least one principal. Our "hands-on" approach typically results in our continuing involvement in the community or development long after a project is completed.

Key Services:

- ★ **Market Analysis for Retail, Office, Housing & Industrial Uses** – Downtown, Private Development, Community Facility, Mixed-Use Town Centers.
- ★ **Economic Development & Revitalization Strategies** – Neighborhood, Community, Urban Corridor, Industry Analysis.
- ★ **Strategic & Business Planning** – Community, Business, Nonprofit, Project-Specific
- ★ **Business Recruitment & Retention Services** – Program Development, Sales Training, Implementation.
- ★ **Marketing/Branding Strategies** – Consumer Research, Community Image, Project Marketing.
- ★ **Organizational Development** – Public Facilitation, Board/Team Training, Assessment.



b. Related Project Experience

Project:	Economic Development Action Plan & Business Cases
Community:	Merced, CA
Client:	Frank Quintero, Development Manager City of Merced 678 West 18th Street, Merced, CA 95340 quintero@cityofmerced.org Tel. 209.385.6827
Personnel on Project:	Allison Larsen, Lindy Hoppough, Audrey Taylor (also with Chabin Concepts)
Responsibilities on Project:	<ul style="list-style-type: none"> ▪ Competitiveness Assessment. ▪ Council Work Session – report of findings, priority consensus. ▪ Action Plan for enhancing competitiveness, marketing, business recruitment and expansion. ▪ Target Industry Marketing Businesses Cases – industry intelligence, assembled community facts and designed brochure for each target cluster.
Relevancy to Lake Stevens:	Targeting renewable energy. Successful outreach depends on leverage opportunities to extend limited implementation budget.

Project:	Economic Development Plan Update
Community:	Sugar Land, TX
Client:	Regina Morales, Director of Economic Development City of Sugar Land 2700 Town Center Blvd N, Sugar Land, TX 77479 rmorales@sugarlandtx.org Tel. 281.275.2229
Personnel on Project:	Allison Larsen, Lindy Hoppough, Mary Bosch, Melissa Mailloux (also from Marketek) Michelle Comerford (site selector from Austin Consulting), Sarah Murley (Applied Economics)
Responsibilities on Project:	<ul style="list-style-type: none"> ▪ Competitiveness Assesment. ▪ Visitor Assessment. ▪ Redevelopment recommendations. ▪ Launch pilot tourism program. ▪ Destination development tied to new baseball stadium. ▪ Retail marketing program. ▪ Office/light industry marketing and recruitment program.
Relevancy to Lake Stevens:	Fast-growing suburb of Houston, similar to Lake Stevens' relative location to Seattle. High quality retail and office design standards. Plan supported development for quality sense of place.



Project:	Comprehensive Economic Development Strategy	
Community:	Frisco, TX	
Client:	Jim Gandy, President Frisco Economic Development Corporation 6801 Gaylord Parkway, Suite 400, Frisco, TX 75034-1507 jgandy@friscoedc.com Tel. 972.292.5150	
Personnel on Project:	Allison Larsen, Audrey Taylor, Lindy Hoppough, Frank Spano (site selector from Austin Consulting), Sarah Murley (Applied Economics)	
Responsibilities on Project:	<ul style="list-style-type: none"> ▪ Corporate Location Assessment to measure competitiveness for business recruitment. ▪ Website Review – how to enhance electronic marketing. ▪ Target Industry Study – industry trends analysis matched to Frisco’s comparative advantages. ▪ Key Messaging Development – active work sessions with employers and economic development sales team. ▪ Economic Development Strategy and Marketing Plan. ▪ Implementation Work Session to prime EDC for immediate action. 	
Relevancy to Lake Stevens:	Fast-growing community that highly values family, livability and quality community amenities. Suburb of Dallas, TX. Aggressive marketing and business recruitment for targeted clusters.	

Project:	Industrial, Commercial, Retail Marketing	
Community:	Oroville, CA	
Client:	Patricia Clark Director of Business Assistance and Housing Development clarkpi@cityoforoville.org Tel. 530.538.2495	Rick Farley Enterprise Zone Manager farleyrc@cityoforoville.org Tel. 530.538.4307
	City of Oroville 1735 Montgomery St., Oroville, CA 95965	
Personnel on Project:	Audrey Taylor, Lindy Hoppough, Mary Bosch, Don Schjeldahl (site selector from Austin Consulting), Brian Curtis (MC2 Design Group)	
Responsibilities on Project:	<ul style="list-style-type: none"> ▪ Competitive Positioning for Industrial Development. ▪ Competitive Positioning for Downtown & Commercial Development ▪ Key Message Platform tailored to target marketing. ▪ Marketing Collateral Development to take to market. ▪ Actionable Marketing Roadmap with target campaigns. 	
Relevancy to Lake Stevens:	Community adjacent to major recreation lake. Targeting renewable energy and clean tech industries. Complementary commercial and retail marketing plan.	



Project:	Market Assessment for the Lower Quilceda Neighborhood Planning Project
Community:	Tulalip, WA
Client:	Krongthip Sangkapreecha, Planning Supervisor Tulalip Tribes Community Development Department 6406 Marine Dr, Tulalip, WA 98271 ktsangkapreecha@tulaliptribes-nsn.gov Tel. 360.716.4210
Personnel on Project:	Mary Bosch, Melissa Mailloux (also from Marketek)
Responsibilities on Project:	<ul style="list-style-type: none"> ▪ Retail, residential and office market supply and demand analyses for new smart growth neighborhood. ▪ Identification and analysis of target customer markets. ▪ Target business and housing mix. ▪ Economic development action plan with a focus on developing and supporting local entrepreneurs.
Relevancy to Lake Stevens:	Close proximity to Lake Stevens and part of the Interstate 5 north Seattle marketplace; emphasis on applying market research to action plan.

Project:	Marketing Roadmap
Community:	Yuma, AZ
Client:	Julie Engel, President/CEO Greater Yuma Economic Development Corporation 899 E. Plaza Circle, Ste. 2, Yuma, Arizona 85365 jengel@greateryuma.org Tel. 928.782.7774
Personnel on Project:	Allison Larsen, Lindy Hoppough, Don Schjeldahl and Jonathan Gemmen (site selectors from Austin Consulting)
Responsibilities on Project:	<ul style="list-style-type: none"> ▪ Corporate Location Assessment to document competitiveness and gaps for business recruitment. ▪ Industry Intelligence to enhance sales calls with prospects. ▪ Marketing and Organizational Assessment to understand gaps and capabilities of staff for implementation. ▪ Targeted Industry Business Cases for marketing Yuma's value proposition – research and brochure development. ▪ Target Industry-focused Marketing Strategy, framed with specific action steps for prospecting campaigns.
Relevancy to Lake Stevens:	Chabin positioned community for specific industry clusters, including renewable energy and aviation. Aligned assets to frame compelling business case and targeted plan to take community to market.



Project:	Downtown Business Development Action Plan
Community:	Lake Oswego, OR
Client:	Brant Williams, Assistant City Manager City of Lake Oswego 380 A Avenue, Lake Oswego, OR bwilliams@ci.oswego.or.us Tel. 503.635.0270
Personnel on Project:	Mary Bosch, Melissa Mailloux (also from Marketek)
Responsibilities on Project:	<ul style="list-style-type: none"> ▪ Retail market analysis. ▪ Identification of commercial clusters and target business list. ▪ Business recruitment plan and incentive toolbox. ▪ Marketing collateral and business prospecting.
Relevancy to Lake Stevens:	Lakefront suburban Portland community of similar size and quality of life. Project kicked-off new economic development program.

Project:	Retail Market Analysis, Restaurant Attraction Campaign, Economic Development Marketing
Community:	Canby, OR
Client:	Renate Mengelberg, Economic Development Director City of Lake Oswego 111 NW 2 nd Ave., Canby, OR 97013 mengelbergr@ci.canby.or.us Tel. 503.266.7001
Personnel on Project:	Mary Bosch, Melissa Mailloux (also from Marketek)
Responsibilities on Project:	<ul style="list-style-type: none"> ▪ Target market and retail supply and demand analysis. ▪ Business cluster plan and target business mix. ▪ Marketing and business development action plan. ▪ Retail business attraction campaigns. ▪ Restaurant and cinema recruitment campaigns. ▪ Development of sample marketing collateral.
Relevancy to Lake Stevens:	Metro Portland suburban community promoting family-oriented attributes and business opportunities; pro-active marketing.



c. Ability to Complete Deadlines

Our team has a record of 100% on time project delivery and high customer satisfaction with final deliverables. We have staff capacity and are committed to meeting your project schedule. Once we sign a contract and establish a timeline for the project, including deliverable deadlines, your project has the highest priority throughout our firms to meet agreed upon deadlines.

We strongly recommend for your project to be completed in the first six months of 2013 to build on the momentum of the recently completed Economic Development Strategy. Our approach is an intensive planning time period in order to initiate action sooner. Where we observe opportunities for immediate action during planning phases, we will advise accordingly. Our goal is to get you started sooner with implementation instead of waiting for the final deliverable. This way, you will see progress throughout the project.

Ongoing updates and communications about needs to meet deadlines will also occur – see Project Management section below.

d. Project Management to Stay on Task and Meet Schedules

We recognize that communication is very important to the successful completion of a project. We will provide updates to your team upon completion of each phase in the project scope and encourage the establishment of a bi-weekly project update call. A conference call line and Go-To-Meeting webinar tools will also be available for use during this project in order to foster better teamwork and communication.

We will also set up and maintain a private workspace on the Internet specifically for sharing of draft reports and information between the Lake Stevens Team and our consultant team. There is no charge for this service.

ATTACHMENT B



Action
Site selection

Facilitation

GIS systems

Delivering Strategic Solutions, Tactics & Tools

Chabin Concepts, Inc. is a national network of economic development, site location and marketing professionals experienced in all phases of urban and rural economic development.

Using proven methods we help communities and economic development professionals create strategic advantages to competitively compete in today's global marketplace.

