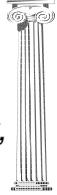


City of Lake Stevens Vision Statement

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, January 13, 2014 - 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:

OATHS OF OFFICE: A. Councilmembers Kim Daughtry, Sam Low, Kathy Holder, and Marcus Tageant.

CONSENT AGENDA:

*A.	Approve December 2013 vouchers.	Barb
*B.	Approve January 2014 vouchers.	Barb
*C.	Approve Council regular meeting minutes of December 9, 2013.	Norma
*D.	Acceptance of 20 th Street NE sidewalk project.	Mick

ACTION ITEMS:

*A.	Approve Emergency Management Services interlocal with Snohomish County.	Dan
*B.	Approve Marysville Jail Services Agreement Amendment No. 10.	Dan
*C.	Approve Public Safety Testing Agreement for Lieutenant Assessment Center.	Steve
*D.	2014 Legislative priorities.	Jan
*E.	Approve Professional Services Agreement with Strategies 360 for SR9 lobbying services.	Jan
*F.	Approve Interlocal Agreement with the City of Snohomish for SR9 lobbying services with Strategies 360.	Jan
G.	Election of Council President and Vice President.	Vern

DISCUSSION ITEMS:

*A.	Marijuana regulations briefing.	Russ
*B.	Snow and Ice Plan update.	Mick
*C.	Liaison board/commission assignments.	Vern

Lake Stevens City Council Regular Meeting Agenda

January 13, 2014

**COUNCIL PERSON'S
BUSINESS:**

MAYOR'S BUSINESS:

STAFF REPORTS:

**INFORMATION
ITEMS:**

**EXECUTIVE
SESSION:** A. Collective bargaining negotiations.

ADJOURN:

* ITEMS ATTACHED	** ITEMS PREVIOUSLY DISTRIBUTED	# ITEMS TO BE DISTRIBUTED
------------------	---------------------------------	---------------------------

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	908056-908173	\$241,454.23
Payroll Checks	36128-36129, 36131, 36132- 36133	\$10,239.08
Electronic Funds Transfers	674-678	\$4,031.51
Claims	36130, 36134- 36234	\$362,575.99
Void Checks		
Tax Deposit(s)	12/13/13, 12/17/13, 12/31/13	\$95,036.31
Total Vouchers Approved:		\$713,337.12

This 13th day of January 2014:

 Mayor

 Finance Director

 Councilmember

 Councilmember

 Councilmember

 Councilmember



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Direct Deposit Register

09-Dec-2013

Wells Fargo - AP

Lake Stevens

Direct Deposits to Accounts

09-Dec-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	\$360.00	674	Wells Fargo	123456789	123123123
9362	Department of Revenue	C	\$70.80	675	Wells Fargo	121000248	4159656917
Total:			\$430.80		Count:	2.00	

Direct Deposit Summary

<u>Type</u>	<u>Count</u>	<u>Total</u>
C	2	\$430.80

Pre-Note Transactions

Direct Deposit Register

12-Dec-2013

Wells Fargo - AP

Lake Stevens

Direct Deposits to Accounts

12-Dec-2013	<u>Vendor</u>	<u>Source</u>	<u>Amount</u>	<u>Draft#</u>	<u>Bank Name</u>	<u>Transit</u>	<u>Account</u>
9407	Department of Retirement (Pers	C	\$1,825.00	676	Wells Fargo	121000248	4159656917
9408	NATIONWIDE RETIREMENT SOL	C	\$1,373.25	677	Wells Fargo	121000248	4159656917
9405	Wash State Support Registry	C	\$402.46	678	Wells Fargo	121000248	4159656917
Total:			\$3,600.71		Count:	3.00	

Direct Deposit Summary

<i>Type</i>	<i>Count</i>	<i>Total</i>
C	3	\$3,600.71

Pre-Note Transactions

Detail Check Register

17-Dec-13

Lake Stevens

Check No	Check Date	VendorNo	Vendor	Check Amount		
36130	17-Dec-13	969	Business Card			\$1,148.57
12/13 0979			Clothing Taylor/mtg	\$75.26	\$0.00	\$75.26
001008521002600			Law Enforcment Clothing	\$31.93		
001008521004300			Law Enforce - Travel & Mtgs	\$43.33		
12/13 1056			Mtgs/Oly trip/supplies/id card	\$114.41	\$0.00	\$114.41
001003511104300			Executive - Travel & Mtgs	\$10.00		
001003511104900			Executive - Miscellaneous	\$4.88		
001003513103100			Administration - Office Supply	\$34.70		
001003513104300			Administration - Travel & Mtgs	\$22.91		
001007558003200			Planning-Operating Costs	\$19.00		
001008521004300			Law Enforce - Travel & Mtgs	\$22.92		
12/13 1324			Mailer/mtgs/Supplies	\$122.84	\$0.00	\$122.84
001007558003200			Planning-Operating Costs	\$40.15		
001007558004300			Planning - Travel & Mtgs	\$6.00		
001007558004400			Planning - Advertising	\$28.44		
001007558804111			Planning-Economic Development	\$48.25		
12/13 7750			Olympia trip	\$7.50	\$0.00	\$7.50
101016542004300			Street Fund - Travel & Mtgs	\$7.50		
12/13 8877			Postage/Survey svcs/slim jim/CJTC	\$764.90	\$0.00	\$764.90
001008521003104			Law Enforcement-Operating Cost	\$44.90		
001008521004100			Law Enforcement - Professional	\$300.00		
001008521004200			Law Enforcement - Communicatio	\$400.00		
001008521004300			Law Enforce - Travel & Mtgs	\$20.00		
12/13 8957			AWC workshop/Certificate	\$63.66	\$0.00	\$63.66
001001511603100			Legislative - Operating Costs	\$13.66		
001001511604901			Legislative - Prof. Developmen	\$50.00		
Total Of Checks:						\$1,148.57

Detail Check Register

09-Jan-14

Lake Stevens

Check No	Check Date	VendorNo	Vendor	Check Amount	
36134	31-Dec-13	1579	ACE HARDWARE		\$306.78
40532			lumber/locks/electrical outlet plug	\$47.40	\$0.00
			001008521003104 Law Enforcement-Operating Cost	\$47.40	
40594			Heater	\$43.43	
			001010576803103 Parks-Lundeen-Operating Costs	\$43.43	
40619			Light bulbs	\$55.36	
			001013555506400 New Senior Center	\$55.36	
40634			Mesh cloth	\$19.54	
			001013519903100 General Government - Operating	\$19.54	
40637			Galvanized T/Plug	\$28.76	
			101016542003102 Street Fund Operating Costs	\$28.76	
40656			Glue/Floor Levelr	\$50.99	
			001008521003104 Law Enforcement-Operating Cost	\$50.99	
40693			cleaner/carwax	\$24.95	
			001008521003104 Law Enforcement-Operating Cost	\$24.95	
40726			Wire mesh	\$36.35	
			001013519903100 General Government - Operating	\$36.35	
36135	31-Dec-13	1579	ACE HARDWARE		\$111.53
40480			Mini light clear	\$17.35	
			001013519903100 General Government - Operating	\$17.35	
40537			Deadbolt	\$14.11	\$0.00
			001013519903100 General Government - Operating	\$14.11	
40575			Adapter / clamps	\$14.93	
			101016542003102 Street Fund Operating Costs	\$14.93	
40585			Spray foam	\$14.63	
			001013519903100 General Government - Operating	\$14.63	
40622			Bushing/coupler/adapter	\$14.95	
			101016542003102 Street Fund Operating Costs	\$14.95	

Detail Check Register

09-Jan-14

Lake Stevens

Check No	Check Date	VendorNo	Vendor	Check Amount	
40670			Wallplates/receptical/pvc	\$16.02	
001008521003104			Law Enforcement-Operating Cost	\$16.02	
40713			Drill bit set	\$19.54	
101016542003102			Street Fund Operating Costs	\$19.54	
36136	31-Dec-13	12921	ADVANTAGE BUILDING SERVICES		\$651.70
13-0695			Janitorial Services	\$651.70	
001007558004100			Planning - Professional Servic	\$27.31	
001007559004100			Building Department - Professi	\$27.31	
001008521004100			Law Enforcement - Professional	\$285.00	
001010576804100			Parks - Professional Services	\$18.20	
001013519904100			General Government - Professio	\$148.20	
001013555504100			Community Center - Cleaning	\$109.25	
101016542004100			Street Fund - Professional Ser	\$18.21	
410016542404101			Storm Water - Professional Ser	\$18.22	
36137	31-Dec-13	1053	Alexander Printing		\$172.00
36742			New business cards for Becky and	\$107.84	
001007558003100			Planning - Office Supplies	\$107.84	
36914			Business Cards - Sam Low	\$64.16	
001001511603100			Legislative - Operating Costs	\$64.16	
36138	31-Dec-13	12949	ALPINE FIRE & SAFETY SYS INC		\$104.83
589896			First Aid Resupply	\$104.83	
101016542004800			Street Fund - Repair & Mainten	\$73.38	
410016542404800			Storm Water - Repairs & Maint.	\$31.45	
36139	31-Dec-13	13416	American Planning Assoc Wa Chp		\$50.00
4247			Senior Planner Help Wanted	\$50.00	
001007558004400			Planning - Advertising	\$50.00	
36140	31-Dec-13	13596	Big Trees		\$1,156.60
11413			Sugar Maple trees & installation	\$1,156.60	\$0.00
101016542004800			Street Fund - Repair & Mainten	\$1,156.60	
36141	31-Dec-13	13876	Bitco Software LLC		\$145.00
544			On site training	\$145.00	
001007559004901			Building Department - Staff De	\$145.00	
36142	31-Dec-13	179	Blumenthal Uniforms		\$2,307.42
24415			Apex carrier for ballistic vest	\$132.98	

Detail Check Register

09-Jan-14

Lake Stevens

Check No	Check Date	VendorNo	Vendor	Check Amount		
001008521002600			Law Enforcment Clothing	\$132.98		
26708-01			awards	\$156.87		
001008521002600			Law Enforcment Clothing	\$156.87		
28939			Adams uniform items	\$549.46		
001008521002600			Law Enforcment Clothing	\$549.46		
36548			Uniform items - Taylor	\$637.32		
001008521002600			Law Enforcment Clothing	\$637.32		
41845			Aukerman vest replacement	\$830.79		
001008521002600			Law Enforcment Clothing	\$830.79		
36143	31-Dec-13	14067	Bobby Wolford Trucking Inc	\$420.00		
059166			Move Loader w/forks	\$420.00		
309016595616301			Sidewalk Construction	\$420.00		
36144	31-Dec-13	11952	Carquest Auto Parts Store	\$374.17		
2421-198314			Wiper pulse module	\$80.91		
101016542003102			Street Fund Operating Costs	\$80.91		
2421-198888			Pulse module/wiper pulse module	(\$95.85)		
101016542003102			Street Fund Operating Costs	(\$95.85)		
2421-198889			Wiper motor	\$73.32	\$0.00	\$73.32
101016542003102			Street Fund Operating Costs	\$73.32		
2421-198958			Hydraulic oil/panel retainer	\$55.07		
101016542003102			Street Fund Operating Costs	\$55.07		
2421-198961			Lube dispenser	\$60.81		
101016542003102			Street Fund Operating Costs	\$42.57		
410016542403102			Storm Water - Operating Costs	\$18.24		
2421-198986			oil/filters	\$58.08		
101016542004102			Street Fund-Sweeping	\$58.08		
2421-199266			Belt/Pulley	\$71.55		
101016542003102			Street Fund Operating Costs	\$71.55		
2421-199627			oil and filters	\$70.28		

Detail Check Register

09-Jan-14

Lake Stevens

Check No	Check Date	VendorNo	Vendor	Check Amount
101016542003102			Street Fund Operating Costs	\$49.20
410016542403102			Storm Water - Operating Costs	\$21.08
36145	31-Dec-13	11952	Carquest Auto Parts Store	\$130.06
2421-198310			Pulse module	\$24.26
101016542003102			Street Fund Operating Costs	\$24.26
2421-199182			T connector	\$43.43
101016542003102			Street Fund Operating Costs	\$43.43
2421-199278			Hydraulic oil	\$54.03
101016542003102			Street Fund Operating Costs	\$54.03
2421-199556			Marker Lamp for black trailer	\$8.34
101016542003102			Street Fund Operating Costs	\$8.34
36146	31-Dec-13	13391	Cemex	\$7,085.98
9427428644			Remove sweeping pile	\$7,085.98
101016542004102			Street Fund-Sweeping	\$4,690.00
410016542404103			Street Sweeping	\$2,395.98
36147	31-Dec-13	13776	Chris L Griffen	\$450.00
32330341			Public Defender svcs	\$187.50
001013512800000			Court Appointed Attorney Fees	\$187.50
3Z0840272			Public Defender svcs	\$112.50
001013512800000			Court Appointed Attorney Fees	\$112.50
C10382L			Public Defender Services	\$150.00
001013512800000			Court Appointed Attorney Fees	\$150.00
36148	31-Dec-13	274	City of Everett	\$2,170.00
I13003385			Animal shelter svcs Nov 2013	\$2,170.00
001008539004100			Code Enforcement - Professiona	\$2,170.00
36149	31-Dec-13	276	City Of Lake Stevens	\$34.30
13-0695			Retainage - Advantage	\$34.30

Detail Check Register

09-Jan-14

Lake Stevens

Check No	Check Date	VendorNo	Vendor	Check Amount	
001007558004100			Planning - Professional Servic	\$1.44	
001007559004100			Building Department - Professi	\$1.44	
001008521004100			Law Enforcement - Professional	\$15.00	
001010576804100			Parks - Professional Services	\$0.96	
001013519904100			General Government - Professio	\$7.80	
001013555504100			Community Center - Cleaning	\$5.74	
101016542004100			Street Fund - Professional Ser	\$0.96	
410016542404101			Storm Water - Professional Ser	\$0.96	
36150	31-Dec-13	12004	CITY OF MARYSVILLE		\$22,305.23
POLIN11-0361			Prisoner medical Nov 2013	\$185.00	
001008523005100			Law Enforcement - Jail	\$185.00	
POLIN11-0362			Prisoner Housing Dec 2013	\$20,508.73	\$0.00 \$20,508.73
001008523005100			Law Enforcement - Jail	\$20,508.73	
POLIN11-0364			Prisoner Housing Okanogon Nov 20	\$1,284.00	
001008523005100			Law Enforcement - Jail	\$1,284.00	
POLIN11-0366			Prisoner Medical Dec 2013	\$327.50	\$0.00 \$327.50
001008523005100			Law Enforcement - Jail	\$327.50	
36151	31-Dec-13	13932	CivicPlus		\$300.00
144639			Website graphic changes	\$300.00	
001013519904100			General Government - Professio	\$300.00	
36152	31-Dec-13	13030	COMCAST		\$109.76
12/13 0443150			Internet services	\$109.76	
001003513104200			Administration-Communications	\$2.20	
001003514104200			City Clerks-Communications	\$6.59	
001003516104200			Human Resources-Communications	\$2.20	
001003518104200			IT Dept-Communications	\$4.39	
001004514234200			Finance - Communications	\$4.39	
001007558004200			Planning - Communication	\$17.56	
001008521004200			Law Enforcement - Communicatio	\$63.66	
001010576804200			Parks - Communication	\$2.92	
101016542004200			Street Fund - Communications	\$2.92	
410016542404200			Storm Water - Communications	\$2.93	
36153	31-Dec-13	13030	COMCAST		\$85.71
12/13 0810218			Internet - Lakeshore Dr	\$85.71	
001008521004200			Law Enforcement - Communicatio	\$85.71	

Detail Check Register

09-Jan-14

Lake Stevens

Check No	Check Date	VendorNo	Vendor			Check Amount
36154	31-Dec-13	13030	COMCAST			\$75.71
12/13 0692756			Internet - Market PI	\$75.71		
001008521004200			Law Enforcement - Communicatio	\$75.71		
36155	31-Dec-13	13841	Comcast			\$128.79
11/13 827887			Traffic signal control	\$128.79	\$0.00	\$128.79
101016542640000			Street Fund - Traffic Control	\$128.79		
36156	31-Dec-13	13841	Comcast			\$120.80
12/13 0827887			Traffic signal control	\$120.80	\$0.00	\$120.80
101016542640000			Street Fund - Traffic Control	\$120.80		
36157	31-Dec-13	13841	Comcast			\$93.70
11/13 0808840			Internet - shop	\$93.70	\$0.00	\$93.70
101016542004200			Street Fund - Communications	\$46.85		
410016542404200			Storm Water - Communications	\$46.85		
36158	31-Dec-13	13841	Comcast			\$85.71
12/13 0808840			Internet - shop	\$85.71	\$0.00	\$85.71
101016542004200			Street Fund - Communications	\$42.86		
410016542404200			Storm Water - Communications	\$42.85		
36159	31-Dec-13	13757	Comdata Corporation			\$48.31
20206789			Fuel	\$48.31		
001008521003200			Law Enforcement - Fuel	\$48.31		
36160	31-Dec-13	91	Corporate Office Supply			\$1,761.07
145699i			Supplies	\$89.51		
001013519903100			General Government - Operating	\$89.51		
145739i			office supplies	\$435.32		
001008521003100			Law Enforcement - Office Suppl	\$435.32		
145838i			Supplies	\$318.90		
001013519903100			General Government - Operating	\$318.90		
145839i			Supplies	\$90.03		
001013519903100			General Government - Operating	\$90.03		
145899i			batteries	\$149.74	\$0.00	\$149.74
001008521003100			Law Enforcement - Office Suppl	\$149.74		
146056i			Paper/CDs/Tape/organizers	\$310.02		

Detail Check Register

09-Jan-14

Lake Stevens

Check No	Check Date	VendorNo	Vendor	Check Amount
001008521003100			Law Enforcement - Office Suppl	\$310.02
146111i			Planning office supplies	\$158.08
001007558003100			Planning - Office Supplies	\$158.08
146280i			office supplies	\$209.47
001008521003100			Law Enforcement - Office Suppl	\$209.47
36161	31-Dec-13	13903	Crown Films/Custom Bioplastics	\$118.48
80447			Bio-buddy dog waste bags w/PSSH i	\$118.48
410016531503114			DOE- G1400295 Capacity Exp	\$118.48
36162	31-Dec-13	9386	Crystal and Sierra Springs	\$385.76
5249844010114			Bottled Water	\$180.90
				\$0.00
				\$180.90
001007558003200			Planning-Operating Costs	\$19.82
001007559003101			Building Department - Operatin	\$19.82
001013519903100			General Government - Operating	\$50.81
101016542003102			Street Fund Operating Costs	\$45.23
410016542403102			Storm Water - Operating Costs	\$45.22
5249844120113			Bottled water	\$204.86
001007558003200			Planning-Operating Costs	\$26.44
001007559003101			Building Department - Operatin	\$26.44
001013519903100			General Government - Operating	\$55.67
101016542003102			Street Fund Operating Costs	\$48.15
410016542403102			Storm Water - Operating Costs	\$48.16
36163	31-Dec-13	13182	Dean Thomas	\$20.95
Exp reimb			Exp reimb Case 13-1018	\$20.95
001008521004300			Law Enforce - Travel & Mtgs	\$20.95
36164	31-Dec-13	13582	Deborah Smith	\$61.92
Exp Reimb 12/13			Wellness event supplies	\$61.92
001003517400000			Admin. Wellness program	\$61.92
36165	31-Dec-13	456	Dunlap Industrial Hardware	\$326.94
1310760-5001			5 pairs pants for Raymond Anderso	\$218.35
001010576802600			Parks - Clothing	\$84.00
101016542002600			Street Fund - Clothing	\$134.35
1311922-01			Replace two DeWalt tool batteries	\$108.59

Detail Check Register

09-Jan-14

Lake Stevens

Check No	Check Date	VendorNo	Vendor	Check Amount	
001010576803100			Parks - Operating Costs	\$37.50	
101016542003102			Street Fund Operating Costs	\$71.09	
410016542403102			Storm Water - Operating Costs	\$0.00	
36166	31-Dec-13	473	Electronic Business Machines		\$621.24
092889			Copier maint	\$109.88	
001007558004800			Planning - Repairs & Maint.	\$54.94	
101016542004800			Street Fund - Repair & Mainten	\$27.47	
410016542404800			Storm Water - Repairs & Maint.	\$27.47	
094427			copier maint	\$300.21	
001013519904800			General Government - Repair/Ma	\$300.21	
094467			Copier maint	\$131.18	
001008521004800			Law Enforcement - Repair & Mai	\$131.18	
095125			Copier Maint	\$79.97	\$0.00
001007558004800			Planning - Repairs & Maint.	\$39.99	
101016542004800			Street Fund - Repair & Mainten	\$19.99	
410016542404800			Storm Water - Repairs & Maint.	\$19.99	
36167	31-Dec-13	9374	Envirotech Services, Inc.		\$7,082.45
CD201403854			Apex Meltdown 2,750 gallons of liqui	\$7,082.45	
101016542660000			Street Fund - Snow & Ice Contr	\$7,082.45	
36168	31-Dec-13	505	Everett Stamp Works		\$17.27
11208			Name Plate Sam Low	\$17.27	
001001511603100			Legislative - Operating Costs	\$17.27	
36169	31-Dec-13	12711	EVERGREEN SECURITY SYSTEMS		\$504.79
43606			Prox Cards	\$401.62	\$0.00
001008521003104			Law Enforcement-Operating Cost	\$401.62	
43646			Service call - Lakeshore Dr	\$103.17	
001008521004800			Law Enforcement - Repair & Mai	\$103.17	
36170	31-Dec-13	13390	Evergreen State Heat		\$805.00
23779			Qtrly maint & Comm Ctr HVAC repai	\$652.96	

Detail Check Register

09-Jan-14

Lake Stevens

Check No	Check Date	VendorNo	Vendor	Check Amount	
001007558004800			Planning - Repairs & Maint.	\$36.65	
001008521004800			Law Enforcement - Repair & Mai	\$73.31	
001013519904800			General Government - Repair/Ma	\$73.31	
001013555504800			Community Center - Repair & M	\$433.05	
101016542004800			Street Fund - Repair & Mainten	\$18.32	
410016542404800			Storm Water - Repairs & Maint.	\$18.32	
23780			HVAC Repair Permit Ctr	\$152.04	
001013555504800			Community Center - Repair & M	\$152.04	
36171	31-Dec-13	13468	Feldman & Lee		\$6,982.50
12/2013			Public Defender services	\$6,982.50	
001013512800000			Court Appointed Attorney Fees	\$6,982.50	
36172	31-Dec-13	549	Foster Press		\$100.50
32447			Shipping Labels	\$100.50	
001013519903100			General Government - Operating	\$100.50	
36173	31-Dec-13	13764	Frontier		\$149.83
12/13 01116915			Phone services	\$90.10	
001013519904200			General Government - Communica	\$30.04	
101016542004200			Street Fund - Communications	\$30.03	
410016542404200			Storm Water - Communications	\$30.03	
12/13 1002135			Phone services	\$59.73	
101016542640000			Street Fund - Traffic Control	\$59.73	
36174	31-Dec-13	13010	Grainger		\$580.32
9311713938			synthetic engine oil	\$76.89	\$0.00
001010576803100			Parks - Operating Costs	\$23.07	
101016542003102			Street Fund Operating Costs	\$53.82	
9312763064			electrical conduit	\$62.93	
001012572503100			Library - Office And Operating	\$62.93	
9312764484			Outdoor convex mirror/Air Sanitizer	\$98.24	
101016542003102			Street Fund Operating Costs	\$68.77	
410016542403102			Storm Water - Operating Costs	\$29.47	
9316978866			Hand soap	\$43.35	
101016542003102			Street Fund Operating Costs	\$30.34	
410016542403102			Storm Water - Operating Costs	\$13.01	
9318631190			Pliers/screwdriver/util knife/stripper	\$78.21	

Detail Check Register

09-Jan-14

Lake Stevens

Check No	Check Date	VendorNo	Vendor	Check Amount
101016542003102			Street Fund Operating Costs	\$54.75
410016542403102			Storm Water - Operating Costs	\$23.46
9322096927			Adjustable Sawhorse	\$75.80
101016542003102			Street Fund Operating Costs	\$53.06
410016542403102			Storm Water - Operating Costs	\$22.74
9323568973			Pliers/tape measure/carpenter penci	\$74.13
101016542003102			Street Fund Operating Costs	\$51.89
410016542403102			Storm Water - Operating Costs	\$22.24
9326803070			Mini IR Thermometer	\$70.77
101016542640000			Street Fund - Traffic Control	\$35.38
101016542660000			Street Fund - Snow & Ice Contr	\$35.39
36175	31-Dec-13	13010	Grainger	\$53.27
9318727766			All purpose cleaner	\$40.46
001010576803100			Parks - Operating Costs	\$20.23
410016542403102			Storm Water - Operating Costs	\$20.23
9322096919			Rip claw hammer	\$12.81
101016542003102			Street Fund Operating Costs	\$12.81
36176	31-Dec-13	13971	Granite Construction Co	\$108.60
51610			Type III barricades for Oak Rd and	\$108.60
101016542640000			Street Fund - Traffic Control	\$108.60
36177	31-Dec-13	13785	Group Health Coop	\$1,228.00
773329-201312			Medical Baselines and vaccinations	\$1,228.00
001008521004100			Law Enforcement - Professional	\$1,136.00
101016542004100			Street Fund - Professional Ser	\$92.00
36178	31-Dec-13	673	Home Depot	\$180.30
911446			Straps/Photo cell	\$39.33
001013519903100			General Government - Operating	\$10.35
101016542660000			Street Fund - Snow & Ice Contr	\$28.98
920197			Hinge/Lumber/Plug kit	\$63.91
001008521003104			Law Enforcement-Operating Cost	\$63.91
961730			Mesh	\$77.06
001013519903100			General Government - Operating	\$77.06
36179	31-Dec-13	13232	Integra Telecom, Inc	\$913.99
11560358			Telephone services	\$913.99

Detail Check Register

09-Jan-14

Lake Stevens

Check No	Check Date	VendorNo	Vendor	Check Amount	
001003513104200			Administration-Communications	\$13.44	
001003514104200			City Clerks-Communications	\$26.87	
001003516104200			Human Resources-Communications	\$13.44	
001003518104200			IT Dept-Communications	\$40.31	
001004514234200			Finance - Communications	\$26.87	
001007558004200			Planning - Communication	\$87.38	
001007559004200			Building Department - Communci	\$13.44	
001008521004200			Law Enforcement - Communicatio	\$457.00	
001010575304200			Historical - Communications	\$13.44	
001013519904200			General Government - Communica	\$53.74	
001013555504200			Commnity Center-Communication	\$13.44	
101016542004200			Street Fund - Communications	\$77.31	
410016542404200			Storm Water - Communications	\$77.31	
36180	31-Dec-13	13412	James Wellington		\$750.00
Refund			Refund of 2013 Uniform Allowance	\$750.00	
001008521002600			Law Enforcment Clothing	\$750.00	
36181	31-Dec-13	13386	Jerad Wachtveitl		\$73.51
Exp Reimb			Exp reimb case 13-00257	\$73.51	
001008521004300			Law Enforce - Travel & Mtgs	\$73.51	
36182	31-Dec-13	13863	Johns Cleaning Service		\$213.42
1267			Uniform cleaning	\$213.42	
001008521002600			Law Enforcment Clothing	\$213.42	
36183	31-Dec-13	13863	Johns Cleaning Service		\$137.75
1247			Uniform cleaning	\$137.75	
001008521002600			Law Enforcment Clothing	\$137.75	
36184	31-Dec-13	11777	Lake Stevens Fire		\$95.00
7489			Fire inspection City hall	\$95.00	
001013519903100			General Government - Operating	\$95.00	
36185	31-Dec-13	852	Lake Stevens Journal		\$487.95
80540			Police Lt Help Wanted	\$46.00	
001008521004900			Law Enforcement - Miscellaneou	\$46.00	
80544			LUA2013-0135 Highland Elem Porta	\$83.75	\$0.00
001007558004400			Planning - Advertising	\$83.75	
80545			Ordinances 892 902 903	\$308.20	

Detail Check Register

09-Jan-14

Lake Stevens

Check No	Check Date	VendorNo	Vendor	Check Amount	
001013514304400			General Government - Advertisin	\$308.20	
80581			Senior Planner Help Wanted	\$50.00	
001007558004400			Planning - Advertising	\$50.00	
36186	31-Dec-13	12751	LAKE STEVENS POLICE GUILD		\$1,914.00
12/13/13			Unioin dues	\$957.00	\$0.00
001000281000000			Payroll Liabilities	\$957.00	
12/31/2013			Union dues	\$957.00	
001000281000000			Payroll Liabilities	\$957.00	
36187	31-Dec-13	9340	Lake Stevens School District		\$7,629.71
807			Fuel	\$5,359.11	
001008521003200			Law Enforcement - Fuel	\$5,359.11	
808			Fuel	\$2,270.60	\$0.00
001007559003200			Building Department - Fuel	\$89.02	
001010576803200			Parks - Fuel Costs	\$41.33	
101016542003200			Street Fund - Fuel	\$1,923.37	
410016542403200			Storm Water - Fuel	\$216.88	
36188	31-Dec-13	12603	LES SCHWAB TIRE CENTER		\$341.01
40200131149			New brakes for PW43 grey 07 crow	\$319.83	
101016542004800			Street Fund - Repair & Mainten	\$300.00	
410016542404800			Storm Water - Repairs & Maint.	\$19.83	
40200131575			Flat Repair - Backhoe	\$21.18	
101016542004800			Street Fund - Repair & Mainten	\$21.18	
36189	31-Dec-13	12800	Monroe Correctional Complex		\$222.29
MCC1312.007			Work Crew	\$222.29	
001008521004800			Law Enforcement - Repair & Mai	\$38.77	
001010576804800			Parks - Repair & Maintenance	\$38.77	
001013519904800			General Government - Repair/Ma	\$38.78	
101016542004800			Street Fund - Repair & Mainten	\$82.55	
410016542404800			Storm Water - Repairs & Maint.	\$23.42	
36190	31-Dec-13	13992	Northup Group/Dr Bill Ekemo		\$1,020.00
2838			Pre employment Psych evals	\$680.00	\$0.00
001008521004100			Law Enforcement - Professional	\$680.00	
2862			Psych Eval	\$340.00	

Detail Check Register

09-Jan-14

Lake Stevens

Check No	Check Date	VendorNo	Vendor	Check Amount
001008521004100			Law Enforcement - Professional	\$340.00
36191	31-Dec-13	12684	NORTHWEST CASCADE INC.	\$182.53
1-817039			Honey Bucket rental	\$218.00
001010576804500			Parks - Equipment Rental	\$218.00
1-828183			Honey Bucket rental	(\$35.47)
001010576804500			Parks - Equipment Rental	(\$35.47)
36192	31-Dec-13	14060	Outcomes by Levy LLC	\$4,843.69
2013-12-LS			Services for December 2013	\$4,843.69
001013511204102			Advisory Srv - Lobbying	\$4,843.69
36193	31-Dec-13	1110	PACIFIC POWER BATTERIES	\$44.88
11298801			Batteries	\$14.22
101016542003102			Street Fund Operating Costs	\$14.22
271223			Replace Halogen Bulbs	\$30.66
001008521004800			Law Enforcement - Repair & Mai	\$30.66
36194	31-Dec-13	13044	PAKOR, INC - NW8935	\$232.58
912619			Passport mailers	\$232.58
001008521003100			Law Enforcement - Office Suppl	\$232.58
36195	31-Dec-13	1066	PERTEET ENGINEERING, INC.	\$6,511.04
20110012.006-4			Tenelco-Evergreen CUP Tech Repo	\$6,157.05
001007558004107			Planning-CA - Developer Reimb	\$6,157.05
20110012.007-2			Ebey View Site Critical Area Review	\$353.99
001007558004107			Planning-CA - Developer Reimb	\$353.99
36196	31-Dec-13	9333	Petty Cash Account (N. Scott)	\$42.54
12/2013			Plates/Napkins/mtg	\$42.54
001001511603100			Legislative - Operating Costs	\$17.99
001013519903100			General Government - Operating	\$24.55
36197	31-Dec-13	12450	PITNEY BOWES	\$112.17
9619164-DC13			Postage machine rental	\$112.17
001013519904500			General Government-Equip Renta	\$112.17
36198	31-Dec-13	12520	PUBLIC SAFETY TESTING	\$3,261.92
2013-5459			Recruiting Assistance	\$425.00

Detail Check Register

09-Jan-14

Lake Stevens

Check No	Check Date	VendorNo	Vendor	Check Amount
001003516904100			Civil Service - Professional S	\$425.00
PSTI2013-44			Background Investigations	\$2,836.92
001008521004100			Law Enforcement - Professional	\$2,836.92
36199	31-Dec-13	11869	PUGET SOUND ENERGY	\$391.20
12/06/13			Utilities - gas	\$219.58
001010576804700			Parks - Utilities	\$73.19
101016542004700			Street Fund - Utilities	\$73.19
410016542404701			Storm Water Utilities	\$73.20
12/6/13			Utilities - gas	\$171.62
001008521004700			Law Enforcement - Utilities	\$171.62
36200	31-Dec-13	13304	Purchase Power	\$350.00
12/2013			Postage	\$350.00
001007558004200			Planning - Communication	\$62.08
001013519904200			General Government - Communica	\$276.80
101016542004200			Street Fund - Communications	\$5.56
410016542404200			Storm Water - Communications	\$5.56
36201	31-Dec-13	13094	Rebecca Ableman	\$1,577.54
11/1-12/31/13			Section 125 unreimb medical	\$1,577.54
001000281000000			Payroll Liabilities	\$1,577.54
36202	31-Dec-13	12540	Republic Services #197	\$354.91
0197-001663443			Dumpster services	\$354.91
101016542003102			Street Fund Operating Costs	\$169.90
101016542004500			Street Fund - Rentals/Leases	\$7.56
410016542403102			Storm Water - Operating Costs	\$169.90
410016542404501			Storm Water - Equipment Rental	\$7.55
36203	31-Dec-13	12540	Republic Services #197	\$255.54
0197-001663254			Dumpster services	\$255.54
001010576803103			Parks-Lundeen-Operating Costs	\$242.49
001010576804500			Parks - Equipment Rental	\$13.05
36204	31-Dec-13	12540	Republic Services #197	\$112.89
0197-001663979			Dujmpster services	\$112.89
001013519903100			General Government - Operating	\$99.94
001013519904500			General Government-Equip Renta	\$12.95
36205	31-Dec-13	13784	Robinson Noble	\$11,553.71
13-1101			Geotechnical Engineering	\$2,363.00

Detail Check Register

09-Jan-14

Lake Stevens

Check No	Check Date	VendorNo	Vendor	Check Amount		
101016542004100			Street Fund - Professional Ser	\$2,363.00		
13-1171			Geotechnical engineering	\$9,190.71		
101016542004100			Street Fund - Professional Ser	\$9,190.71		
36206	31-Dec-13	12722	SHRED-it WESTERN WASHINGTON			\$54.95
9402903848			Shredding services	\$54.95	\$0.00	\$54.95
001008521003104			Law Enforcement-Operating Cost	\$54.95		
36207	31-Dec-13	13363	Six Robblees Inc.			\$1,054.66
14-279584			Snow Chains for PW19, PW12, and	\$1,054.66		
101016542660000			Street Fund - Snow & Ice Contr	\$1,054.66		
36208	31-Dec-13	13715	Sno Co Sherrifs Office			\$6,981.72
2013-1859			Prisoner Hsg Nov 2013	\$6,981.72		
001008523005100			Law Enforcement - Jail	\$6,981.72		
36209	31-Dec-13	13715	Sno Co Sherrifs Office			\$3,736.16
2013-1896			Prisoner Hsg Dec 2013	\$3,736.16		
001008523005100			Law Enforcement - Jail	\$3,736.16		
36210	31-Dec-13	1379	Snohomish County Human Service			\$381.98
I000346841			Liquor Excise Taxes	\$381.98		
001013567005100			General Government - Alcoholis	\$381.98		
36211	31-Dec-13	12961	SNOHOMISH COUNTY PUD			\$14,055.89
117376411		200178218		\$507.29		
101016542630000			Street Fund - Street Lighting	\$507.29		
120695615		203599006		\$348.40		
001010576804700			Parks - Utilities	\$116.13		
101016542004700			Street Fund - Utilities	\$116.13		
410016542404701			Storm Water Utilities	\$116.14		
137156836		202648101		\$833.73		
101016542630000			Street Fund - Street Lighting	\$833.73		
137156837		202670725		\$1,126.24	\$0.00	\$1,126.24
101016542630000			Street Fund - Street Lighting	\$1,126.24		
140468910		201860178		\$423.56		

Detail Check Register

09-Jan-14

Lake Stevens

Check No	Check Date	VendorNo	Vendor	Check Amount		
101016542630000			Street Fund - Street Lighting	\$423.56		
143783252	202624367			\$9,247.01		
101016542630000			Street Fund - Street Lighting	\$9,247.01		
147092109	202988481			\$561.51		
101016542630000			Street Fund - Street Lighting	\$561.51		
150376427	200206977			\$1,008.15	\$0.00	\$1,008.15
001012572504700			Library - Utilities	\$878.44		
001013519904700			General Government - Utilities	\$129.71		
36212	31-Dec-13	12961	SNOHOMISH COUNTY PUD			\$1,112.41
107422134	201513934			\$33.08	\$0.00	\$33.08
001010576804700			Parks - Utilities	\$33.08		
117378608	202150405			\$175.58		
410016542404700			Storm Water-Aerat. Utilities	\$175.58		
120693769	202342622			\$158.36		
101016542630000			Street Fund - Street Lighting	\$158.36		
133933915	201595113			\$339.33		
101016542630000			Street Fund - Street Lighting	\$339.33		
143776928	202648705			\$116.92		
101016542630000			Street Fund - Street Lighting	\$116.92		
153656133	201973682			\$43.12	\$0.00	\$43.12
101016542630000			Street Fund - Street Lighting	\$43.12		
153657088	203531959			\$73.66		
001010576804700			Parks - Utilities	\$73.66		
160128280	200363505			\$172.36	\$0.00	\$172.36
101016542630000			Street Fund - Street Lighting	\$172.36		
36213	31-Dec-13	12961	SNOHOMISH COUNTY PUD			\$15.25
147093158	204719074			\$15.25	\$0.00	\$15.25
101016542630000			Street Fund - Street Lighting	\$15.25		
36214	31-Dec-13	14007	Snohomish County PW (S)			\$197,111.00

Detail Check Register

09-Jan-14

Lake Stevens

Check No	Check Date	VendorNo	Vendor	Check Amount		
I000346043			Overlays/Signal maint	\$191,831.41		
101016542004800			Street Fund - Repair & Mainten	\$3,772.33		
101016542606400			Street Fund - Overlays	\$187,795.52		
101016542640000			Street Fund - Traffic Control	\$263.56		
I000352118			Overlays/signal maint	\$5,279.59		
101016542606400			Street Fund - Overlays	\$5,125.77		
101016542640000			Street Fund - Traffic Control	\$153.82		
36215	31-Dec-13	1382	Snohomish County PW (V)			\$7,572.97
I000351496			Vehicle/signal/Radio repairs	\$7,572.97		
001008521004800			Law Enforcement - Repair & Mai	\$990.59		
101016542004800			Street Fund - Repair & Mainten	\$5,185.42		
101016542640000			Street Fund - Traffic Control	\$1,396.96		
36216	31-Dec-13	1413	Springbrook Nursery			\$80.00
217703			Dump fee	\$80.00		
101016542003102			Street Fund Operating Costs	\$80.00		
36217	31-Dec-13	14002	Springbrook Software Inc			\$822.50
INV26947			Consultant travel for training	\$822.50		
001004514234800			Finance - Fin. Software Maint	\$822.50		
36218	31-Dec-13	1419	State Auditors Office			\$1,029.19
L100951			2011-2012 Audit	\$1,029.19		
001004514234100			Finance - Professional Service	\$1,029.19		
36219	31-Dec-13	13931	Stericycle, Inc			\$10.36
3002467925			Hazardous waste disposal	\$10.36	\$0.00	\$10.36
001008521004100			Law Enforcement - Professional	\$10.36		
36220	31-Dec-13	13994	Strategies 360			\$3,000.00
772-10576			Dec 2013 Prof Svcs Hwy 9	\$3,000.00		
001013511204101			Advisory Svcs - Lobbying	\$3,000.00		
36221	31-Dec-13	13891	Tacoma Screw Products Inc			\$334.91
18024522			Drywall anchors & screws	\$43.48		
001012572503100			Library - Office And Operating	\$43.48		
30441201			Hose Clamps	\$41.37		
101016542640000			Street Fund - Traffic Control	\$41.37		
30460584			gloves	\$77.93	\$0.00	\$77.93

Detail Check Register

09-Jan-14

Lake Stevens

Check No	Check Date	VendorNo	Vendor	Check Amount	
101016542003102			Street Fund Operating Costs	\$54.55	
410016542403102			Storm Water - Operating Costs	\$23.38	
30461723			Batteries/spray adhesive	\$91.93	
101016542003102			Street Fund Operating Costs	\$64.35	
410016542403102			Storm Water - Operating Costs	\$27.58	
30467367			Red LED Lamp	\$51.53	
101016542003102			Street Fund Operating Costs	\$51.53	
30467994			Grommet/Wiring Pigtail	\$28.67	
101016542003102			Street Fund Operating Costs	\$28.67	
36222	31-Dec-13	11787	Teamsters Local No. 763		\$550.00
12/2013			Union dues	\$550.00	
001000281000000			Payroll Liabilities	\$550.00	
36223	31-Dec-13	1491	The Everett Herald		\$398.00
Ad# 532835			Police Lt Help Wanted	\$199.00	
001008521004900			Law Enforcement - Miscellaneou	\$199.00	
Ad# 533812			Senior Planner Help Wanted	\$199.00	\$0.00
001007558004400			Planning - Advertising	\$199.00	\$199.00
36224	31-Dec-13	13112	Tyler Enterprises		\$100.00
12/2013			Building Inspections	\$100.00	\$0.00
001007559004100			Building Department - Professi	\$100.00	\$100.00
36225	31-Dec-13	11788	United Way of Snohomish Co.		\$315.68
12/2013			Employee Contributions	\$315.68	
001000281000000			Payroll Liabilities	\$315.68	
36226	31-Dec-13	13045	UPS		\$19.77
74Y42503			Evidence shipping	\$7.27	
001008521004200			Law Enforcement - Communicatio	\$7.27	
74Y42513			Evidence shipping	\$12.50	
001008521004200			Law Enforcement - Communicatio	\$12.50	
36227	31-Dec-13	12158	VERIZON NORTHWEST		\$2,653.21
9717214976			Wireless Phone Services	\$2,653.21	

Detail Check Register

09-Jan-14

Lake Stevens

Check No	Check Date	VendorNo	Vendor	Check Amount
001003511104200			Executive - Communication	\$82.16
001003513104200			Administration-Communications	\$82.16
001003514104200			City Clerks-Communications	\$29.54
001003516104200			Human Resources-Communications	\$52.14
001003518104200			IT Dept-Communications	\$254.40
001007558004200			Planning - Communication	\$141.72
001008521004200			Law Enforcement - Communicatio	\$1,506.65
001010576804200			Parks - Communication	\$168.14
101016542004200			Street Fund - Communications	\$168.15
410016542404200			Storm Water - Communications	\$168.15
36228	31-Dec-13	1584	WA Assoc. Of Sheriffs and Poli	\$6,939.62
INV025349			Police Chief Selection Process	\$6,939.62
001008521004100			Law Enforcement - Professional	\$6,939.62
36229	31-Dec-13	12194	WA Dept of Ecology	\$474.00
2014-WAG994197			Wastewater Permit	\$474.00
410016542403130			Storm Water- DOE Annual Permit	\$474.00
36230	31-Dec-13	13956	Wa St Dept of Enterprise Svcs	\$65.14
73-1-13838			OPEN PO for business cards and le	\$65.14
001008521003100			Law Enforcement - Office Suppl	\$65.14
36231	31-Dec-13	1604	WASHINGTON AUDIOLOGY SERVICES	\$12.00
42645			Hearing test results	\$12.00
001003516104100			Human Resources-Professional S	\$12.00
36232	31-Dec-13	12761	WASHINGTON STATE PATROL	\$132.00
114004056			Background ckecks - CPLs	\$132.00
633008589000006			Gun Permit - FBI Remittance	\$132.00
36233	31-Dec-13	13694	Washington State Treas Office	\$425.00
4th Qtr report			4th qtr property forfeitures	\$425.00
111008586000000			Disbursement to State	\$425.00
36234	31-Dec-13	12845	ZACHOR & THOMAS, INC. P.S.	\$8,250.00
625			Prosecutor services	\$8,250.00
001013515210000			Prosecutor fees	\$8,250.00
Total Of Checks:				\$361,427.42

**BLANKET VOUCHER APPROVAL
 2014**

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		
Payroll Checks		
Electronic Funds Transfers	679-684	\$138,461.18
Claims	36235	\$1,308.60
Void Checks		
Tax Deposit(s)	1/2/2014	\$2,634.96
Total Vouchers Approved:		\$142,404.74

This 13th day of January 2014:

 Mayor

 Councilmember

 Finance Director

 Councilmember

 Councilmember

 Councilmember



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Direct Deposit Register

09-Jan-2014

Wells Fargo - AP

Lake Stevens

Direct Deposits to Accounts

09-Jan-2014	<u>Vendor</u>	<u>Source</u>	<u>Amount</u>	<u>Draft#</u>	<u>Bank Name</u>	<u>Transit</u>	<u>Account</u>
12112	AFLAC	C	\$1,333.32	679	Wells Fargo	121000248	4159656917
101	Assoc. Of Washington Cities	C	\$79,007.63	680	Wells Fargo	121000248	4159656917
9407	Department of Retirement (Pers	C	\$51,589.46	681	Wells Fargo	121000248	4159656917
9408	NATIONWIDE RETIREMENT SOL	C	\$1,373.25	682	Wells Fargo	121000248	4159656917
1418	Standard Insurance Company	C	\$4,755.06	683	Wells Fargo	121000248	4159656917
9405	Wash State Support Registry	C	\$402.46	684	Wells Fargo	121000248	4159656917
Total:			\$138,461.18		Count:	6.00	

Direct Deposit Summary

<i>Type</i>	<i>Count</i>	<i>Total</i>
C	6	\$138,461.18

Pre-Note Transactions

Detail Check Register

09-Jan-14

Lake Stevens

Check No	Check Date	VendorNo	Vendor	Check Amount	
36235	13-Jan-14	13824	Wash Teamsters Welfare Trust		\$1,308.60
12/2013		Insurance Premiums		\$1,308.60	\$0.00
001010576802000		Parks - Benefits		\$58.16	
101016542002000		Street Fund - Benefits		\$625.22	
410016542402000		Storm Water - Benefits		\$625.22	
			Total Of Checks:		\$1,308.60

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

Monday, December 9, 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 Vern Little

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

COUNCILMEMBERS ABSENT: Suzanne Quigley

STAFF MEMBERS PRESENT: City Administrator Jan Berg, City Attorney Tom Graafstra, Planning Director Rebecca Ableman, Finance Director Barb Stevens, Public Works Director Mick Monken, Human Resource Director Steve Edin, Senior Planner Russ Wright, Interim Police Chief Dan Lorentzen, and City Clerk/Admin. Asst. Norma Scott

OTHERS:

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

Guest Business. None

Appreciation ceremony for Councilmember Dooley. Mayor Little called for a 15 minute recess to celebrate Councilmember Dooley's 22 years of service to the City. The meeting recessed at 7:07 p.m. and reconvened at 7:22 p.m.

Consent Agenda. Councilmember Spencer moved to approve the Consent Agenda (A. Approve December vouchers [Payroll Direct Deposits 907992-908055 for \$154,196.49; Payroll Checks 36048 for \$2,435.93; Electronic Funds Transfers 668-673 for \$140,200.51; Claims 36049-36127 for \$264,345.80; Void Checks 35999 for deduct of \$285.78; Tax Deposit 11/27/2013 for \$65,953.22; total vouchers approved of \$626,846.17]; and B. Approve Council regular meeting minutes of November 25, 2013), seconded by Councilmember Tageant; motion carried unanimously. (6-0-0-1)

Public Hearing in consideration of second and final readings of: Ordinance No. 902, 2013 Comprehensive Plan Docket and Ordinance No. 903, code amendments. City Clerk Scott read the public hearing procedure. Senior Planner Wright noted Ordinance No. 902 includes seven text amendments and one map correction. The entire document has been recommended to Council by the Planning Commission. Ordinance No. 903 is a housekeeping ordinance that includes correcting minor code errors and revisions found during code implementation and to update codes to be consistent with other documents including use of common terminology.

Public comments. None

MOTION: Councilmember Daughtry moved to close the public comment portion, seconded by Councilmember Tageant; motion carried unanimously. (6-0-0-1)

MOTION: Councilmember Holder moved to close the public hearing, seconded by Councilmember Dooley; motion carried unanimously. (6-0-0-1)

MOTION: Councilmember Dooley moved to approve Ordinance No. 902, Comprehensive Plan Docket, seconded by Councilmember Spencer; motion carried unanimously. (6-0-0-1)

MOTION: Councilmember Dooley moved to approve Ordinance No. 903, code amendments, seconded by Councilmember Spencer; motion carried unanimously. (6-0-0-1)

Reappointment of Pam Barnet to the Planning Commission. Mayor Little recommended Pam Barnet continue on the Planning Commission.

MOTION: Councilmember Spencer moved for reappointment of Pam to the Planning Commission, seconded by Councilmember Tageant; motion carried unanimously. (6-0-0-1)

Approve acceptance of Stonebriar Subdivision Phase I. Senior Planner Wright noted as follows: the plat is located on 20th and 79th SE, originally came over from Snohomish County through annexation, owners requested and received a few administrative modifications with 45 lots in Phase I. Along with approval of Phase I, the proponent will dedicate rights-of-way to the City.

MOTION: Councilmember Tageant moved to approve Stonebriar Subdivision I, seconded by Councilmember Daughtry; motion carried unanimously. (6-0-0-1)

Approve Professional Services Agreement with Berk Consulting Inc. for Economic Development Support Market and Development Information. Planning Director Ableman noted the consultant will provide real estate and market statistics so we can compare the City to neighboring jurisdictions. The consultant produced a housing report for the County and did an excellent job.

MOTION: Councilmember Daughtry moved to approve Professional Services Agreement with Berk Consulting Inc, seconded by Councilmember Welch; motion carried unanimously. (6-0-0-1)

Approve Public Defender agreement with Feldman and Lee. City Administrator Berg commented the agreement is for three years and provides for a reopener at such time that caseload limits are implemented by the State Supreme Court.

City Attorney Graafstra noted new rules from the courts are expected one year from now.

MOTION: Councilmember Tageant moved to approve Professional Services Agreement with Feldman and Lee for Public Defense Serves for 2014 through 2016, seconded by Councilmember Holder; motion carried unanimously. (6-0-0-1)

Approve first and final reading of Ordinance No. 892, concerning potentially dangerous and dangerous dogs. Interim Police Chief Lorentzen noted the ordinance was last updated in

1997. The ordinance addresses legal issues and makes the definitions more consistent with state law. It also clarifies an appeal process to comply with due process rights on property.

MOTION: Councilmember Spencer moved to approve Ordinance No. 892 first and final reading, seconded by Councilmember Holder; motion carried unanimously. (6-0-0-1)

Executive Session. Mayor Little noted a 45-minute executive session will be held with possible action to follow.

Council Person's Business: Councilmembers reported on the following meetings: Holder – Sewer Utility Subcommittee; Spencer – Rotary Club meeting last Saturday and is supportive of a Skateboard Park; Dooley – expressed appreciation to Council and staff; and Daughtry – Community Transit, Snohomish County Cities dinner, and newly elected officials training last Saturday.

Mayor's Business: Mayor Little recommended Councilmember Daughtry continue as liaison to the Community Transit Board and Sam Low has agreed to represent the City to the Health District Board. Council concurred on the Mayor's recommendation.

Staff Reports: Staff reported on the following: Public Works Director Monken - 20th Street may have a lot of potholes because of the depth of the frost line where new construction had occurred.

Executive Session. A short recess was called by Mayor Little with the Executive Session to begin at 7:55 on potential litigation and real estate purchase for 45 minutes with action to follow. The Executive Session began at 7:55 p.m. and ended at 8:37 p.m. with the public being notified.

MOTION: Councilmember Tageant moved for authorizing the Mayor to sign a purchase and sale agreement with attorney approved contract to include earnest money up to \$5,000 and the purchase of property not to exceed appraised value, seconded by Councilmember Spencer; motion carried unanimously. (6-0-0-1)

MOTION: Councilmember Dooley moved to approve and authorize the Mayor to sign voluntary mitigation agreement tendered by East Everett Investments, seconded by Councilmember Tageant; motion carried unanimously. (6-0-0-1)

Adjourn. Councilmember Spencer moved to adjourn at 8:40 p.m., seconded by Councilmember Daughtry; motion carried unanimously. (6-0-0-1)

Vern Little, Mayor

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



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LAKE STEVENS CITY COUNCIL
STAFF REPORT

Council Agenda Date: 13 January 2014

Subject: 20th Street NE Sidewalk Connectivity Project – Final Project Acceptance

Contact Mick Monken **Budget Impact:** \$258,990.20
Person/Department: Public Works

RECOMMENDATION(S)/ACTION REQUESTED OF COUNCIL: **Authorize final project acceptance of the work performed by Trinity Contractors Inc for the 20th Street NE Sidewalk Connectivity Project.**

SUMMARY/BACKGROUND: On 12 August 2013 the City Council awarded Trinity Contractors Inc. the contract for the construction of the 20th Street NE Sidewalk Connectivity Project. The authorized construction budget was \$271,051.00 which included a \$13,000 contingency.

The work performed by Trinity Contractors Inc. meets the intent of the contract and was performed under due diligence. The final project cost is \$258,990.20 which is \$12,060.80 under the Council authorized budget. Of the final project cost \$14,296.40 was for change orders (a total of 14). Of this amount, \$12,500 was for unknown/change conditions that required a retaining wall (\$5,500) and removal of excessively thick pavement which required special equipment for the removal (\$7,000). The details of all the change orders are listed on the attached Final Pay Estimate.

This project includes State grant funds through the Transportation Improvement Board (TIB) at a 70 percent match up to \$204,750. This was based on a total eligible project cost of \$291,051 which included both engineering and construction. The total project came in at \$290,545.54 or \$505 below this amount so the grant funding from TIB is expected to be reduced to \$204,394.

APPLICABLE CITY POLICIES:

BUDGET IMPACT: Total project budget \$305,053.55 with final expenditure of \$290,545.54 - City's match of \$86,151.54 (Sidewalk Capital Fund) includes the survey, design, environmental services, and construction. TIB grant is \$204,394.00.

ATTACHMENTS:

- ▶ Exhibit A: FINAL Pay Estimate
- ▶ Exhibit B: Project Budget Summary

EXHIBIT A
 FINAL PAYESTIMATE

City of Lake Stevens
 20th Street NE Sidewalk Connection
 Pay Estimate No. 3 FINAL

Billing Period 27 November 13 through 16 December 13
 Contract 13006
 Prepared by T. Gano, P.E.
 Rev.

Contractor
 TERRY CONTRACTORS INC.
 978 1st St
 Marysville, WA 98270



Base Bid Item No	Description	Section	Unit	Quantity	Unit \$	Total	Quantity	Unit \$	Contract Total	Previous Billed	Current Period Quantities	Quantity Completed This Date	Current Period Amount	Total Paid to Date
1	Mobilization	1-09.7	LS	1	\$ 10,000.00	\$ 10,000.00	1	\$ 10,000.00	\$ 10,000.00	1.00	-	1.00	\$ -	\$ 10,000.00
2	Project Temporary Traffic Control	1-10	LS	1	\$ 11,200.00	\$ 11,200.00	1	\$ 11,200.00	\$ 11,200.00	1.00	-	1.00	\$ -	\$ 11,200.00
3	Inlet Protection		LS	1	\$ 1,500.00	\$ 1,500.00	1	\$ 1,500.00	\$ 1,500.00	1.00	-	1.00	\$ -	\$ 1,500.00
4	Silt Fencing for Erosion Limit		LS	1	\$ 2,500.00	\$ 2,500.00	1	\$ 2,500.00	\$ 2,500.00	1.00	-	1.00	\$ -	\$ 2,500.00
5	Clearing and Grubbing	2-01	LS	1	\$ 10,000.00	\$ 10,000.00	1	\$ 10,000.00	\$ 10,000.00	1.00	-	1.00	\$ -	\$ 10,000.00
6	Removal of Structure and Obstruction	2-02	LS	1	\$ 10,000.00	\$ 10,000.00	1	\$ 10,000.00	\$ 10,000.00	1.00	-	1.00	\$ -	\$ 10,000.00
7	Crush Surfacing Top Course (1 1/2" minus)	4-04	ton	257	\$ 50.00	\$ 12,750.00	257	\$ 50.00	\$ 12,750.00	257.03	14.01	271.04	\$ 700.50	\$ 13,450.50
8	HMA (1 1/2 PG 64-22 (includes driveways, ramps, approaches)	5-04	ton	99	\$ 275.00	\$ 27,225.00	146	\$ 190.00	\$ 27,740.00	42.11	51.69	93.80	\$ 9,821.10	\$ 37,561.10
9	Solid Wall PVC Cully Pipe 6 in. Diam. (C900)	7-02	LF	550	\$ 45.00	\$ 24,750.00	462	\$ 45.00	\$ 20,835.00	504.00	-	504.00	\$ -	\$ 20,835.00
10	Urbic Iron Pipe 6 in. Diam.	7-08	LF	89	\$ 50.00	\$ 4,450.00	89	\$ 100.00	\$ 8,900.00	32.00	143.00	175.00	\$ 14,310.00	\$ 23,210.00
11	Ductile Iron Pipe 8 in. Diam.		LF				97	\$ 80.00	\$ 7,760.00	-	-	-	\$ -	\$ 7,760.00
12	Catch Basin Type I	7-05	Each	1	\$ 8,400.00	\$ 8,400.00	1	\$ 8,400.00	\$ 8,400.00	1.00	-	1.00	\$ -	\$ 8,400.00
13	Metal Frame and Vane Grate (CB Type I)	9-05	Each	1	\$ 500.00	\$ 500.00	1	\$ 500.00	\$ 500.00	1.00	-	1.00	\$ -	\$ 500.00
14	Metal Frame and Vane Grate w/CB Trash Rack		Each	1	\$ 700.00	\$ 700.00	1	\$ 700.00	\$ 700.00	1.00	-	1.00	\$ -	\$ 700.00
15	Metal Frame and Solid Grate (CB Type II)	9-05, 15-12	Each	3	\$ 500.00	\$ 1,500.00	3	\$ 500.00	\$ 1,500.00	3.00	-	3.00	\$ -	\$ 1,500.00
16	Cast Iron Inlet Assembly with Vane Grate	9-05, 15-12	Each	3	\$ 2,000.00	\$ 6,000.00	3	\$ 2,000.00	\$ 6,000.00	3.00	1.00	4.00	\$ 1,500.00	\$ 7,500.00
17	Fiberglass Inlet by Pass Pipe Unit		Each	1	\$ 6,500.00	\$ 6,500.00	1	\$ 6,500.00	\$ 6,500.00	1.00	-	1.00	\$ -	\$ 6,500.00
18	Hand Placed Riprap (4-8 inch)	8-15	CY	192	\$ 45.00	\$ 8,640.00	192	\$ 50.00	\$ 9,600.00	45.00	-	45.00	\$ -	\$ 9,600.00
19	Reinforcement Swale Complete		LS	1	\$ 7,500.00	\$ 7,500.00	1	\$ 7,500.00	\$ 7,500.00	1.00	-	1.00	\$ -	\$ 7,500.00
20	Saw Cut concrete and asphalt		LF	2276	\$ 1.00	\$ 2,276.00	2276	\$ 1.00	\$ 2,276.00	2,276.00	-	2,276.00	\$ -	\$ 2,276.00
21	Concrete Curb, Traffic Curb and Gutter	8-04	LF	1154	\$ 24.00	\$ 27,756.00	1072	\$ 25.00	\$ 26,800.00	1,162.00	-	1,162.00	\$ -	\$ 27,912.00
22	Concrete Curb, Sidewalk	8-14	SV	198	\$ 50.00	\$ 9,900.00	417	\$ 40.00	\$ 16,680.00	197.00	-	197.00	\$ -	\$ 16,877.00
23	Concrete curb side curb ramp type Parallel A	8-14	Each	5	\$ 1,800.00	\$ 9,000.00	5	\$ 2,000.00	\$ 10,000.00	6.00	-	6.00	\$ -	\$ 10,000.00
24	Concrete Curb, Driveway Entrance Type I	8-06	SV	114	\$ 60.00	\$ 6,840.00	114	\$ 60.00	\$ 6,840.00	118.00	-	118.00	\$ -	\$ 7,018.00
25	Relocation of Signs		LF	1	\$ 1,500.00	\$ 1,500.00	1	\$ 1,500.00	\$ 1,500.00	1.00	-	1.00	\$ -	\$ 1,500.00
26	Force Account	1-00.6	FL	1	\$ 10,000.00	\$ 10,000.00	1	\$ 10,000.00	\$ 10,000.00	14,796.80	-	14.80	\$ -	\$ 14,811.60
Original Bid Amount										\$	258,091.00		\$	258,091.00

Note: Change Orders paid under Force Account or Bid Item allow

CO	Description	Unit	Quantity	Unit \$	Total	FC
1	Extend contract 15 calendar days	NA		\$ -	\$ -	No cost
2	Sidewalk Repair - East (Change Order #2)	LS	1	\$ 100.00	\$ 100.00	FC
3	Sidewalk Ramp Modification 1 (Change Order #3)	LS	1	\$ 200.00	\$ 200.00	FC
4	Retaining wall 24x40 (Change Order #4)	LS	1	\$ 5,500.00	\$ 5,500.00	FC
5	Thicken Sidewalk Edge (Change Order #5)	BP*	1	\$ 167.00	\$ 167.00	Bid Item
6	13006 20th St NE Asphalt Driveway (Change Order #6)	BP*	1	\$ 761.00	\$ 761.00	Bid Item
7	Retain Wall Adjustment (Change Order #7)	NA		\$ -	\$ -	No cost
8	Extend contract 29 calendar days	NA		\$ -	\$ -	No cost
9	Mulch Application	CY	7	\$ 40.00	\$ 280.00	Unit Cost
10	Thicken Sidewalk Edge (Change Order #10)	BP*	2.72	\$ 40.00	\$ 110.80	Bid Item
11	Inlet #9 direct to storm drain line w/o CB junction	NA		\$ -	\$ -	No cost
12	Elimination of select proposed storm drainage elements	NA		\$ -	\$ -	No cost
13	Sidewalk Ramp-Outs for mailboxes	BP*	4.44	\$ 40.00	\$ 177.60	Bid Item
14	Demolition of existing asphalt >4'	LS	1	\$ 7,000.00	\$ 7,000.00	FC
Change Order Total					\$ 14,296.40	

TOTAL DUE TO DATE	\$ 258,991.20
Payment Made to date less retainage	\$ 221,035.17
Retainage paid to date	\$ 11,638.45
TOTAL DUE THIS PERIOD	\$ 26,317.58
RETAINAGE THIS PERIOD	\$ 1,316.08
TOTAL PAYMENT THIS PERIOD	\$ 25,001.50
TOTAL RETAIN WITHHELD	\$ 12,949.51

Prepared by T. Gano
 Construction Manager (CIV)
 Approved [Signature]
 Terry Contractors
 Lake Stevens City Engineer

12/17/13
 Date
 12-16-13
 Date
 12/16/13
 Date

EXHIBIT B
Project Budget Summary
Revision 23 December 2013

EXPENDITURES			
Task	Budget Costs	Actual Costs	Difference
Design	28,000.00	26,200.00	(1,800.00)
Environmental	3,600.00	3,584.99	(15.01)
Mail Box Cluster	2,500.00	1,770.35	(729.65)
Construction (Base)	258,051.00	258,990.20	939.20
Contingency (5%)	12,902.55	Include in above	Included in above
TOTAL Project Budget	305,053.55	290,545.54	(14,508.01)
REVENUES			
TIB Grant	204,750.00	204,394.00	(356.00)
City's Match	100,303.55	86,151.54	(14,152.01)



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LAKE STEVENS CITY COUNCIL
STAFF REPORT

Council Agenda Date: January 13, 2014

Subject: Inter-local Agreement for Emergency Management Services between Snohomish County and the City of Lake Stevens.

Contact Person/Department: Interim Chief Dan Lorentzen **Budget Impact:** N/A

RECOMMENDATION(S)/ACTION REQUESTED OF COUNCIL: Authorize the Mayor to sign the Inter-local Agreement for “Emergency Management Services” with Snohomish County.

SUMMARY/BACKGROUND: The City of Lake Stevens contracts for coordinated emergency management services through our current Inter-local Agreement with Snohomish County. The purpose of this agreement is to provide an economical mechanism for administration and coordination of County and City emergency management programs. The term of this agreement begins January 1, 2014 and expires on December 31, 2015. The City is represented on the DEM (Department of Emergency Management) Advisory Board by the Mayor and the Chief of Police or their designee. There are thirteen (13) other jurisdictions who participate in this emergency management organization. These cities and tribal organizations are identified in Attachment B of the Inter-local Agreement.

The joint Department of Emergency Management (DEM) was originally established in 1973. In 2005, the Board of Directors for the Department of Emergency Management unanimously voted to dissolve DEM on January 1, 2006. At this time, the City of Everett and Monroe withdrew from DEM and the City of Lake Stevens, along with several other cities opted to enter into an agreement with Snohomish County FOR EMERGENCY management services.

APPLICABLE CITY POLICIES:

BUDGET IMPACT:

The 2014 Per Capita Rate is the 2013 Per Capita Rate (\$1.11) adjusted by the change in CPI-W from April 2012-April 2013, 1.11%

The 2014 fees are based on the April 1, 2012 population estimate and the 2013 Per Capita Rate (\$1.1245)

ATTACHMENTS:

- ▶ Exhibit A: Inter-local Agreement for Emergency Management Services between Snohomish County and the City of Lake Stevens.

INTERLOCAL AGREEMENT FOR
EMERGENCY MANAGEMENT SERVICES

THIS AGREEMENT (the "Agreement") is entered into pursuant to the Interlocal Cooperation Act, Chapter 39.34 RCW, by and between Snohomish County, a political subdivision of the State of Washington (hereinafter referred to as "County"), and the City of Lake Stevens, a municipal corporation of the State of Washington (hereinafter referred to as "City").

WHEREAS, the County has established the Snohomish County Department of Emergency Management (hereinafter "SCDEM") as an emergency management agency within County government pursuant to Chapter 2.36 SCC; and

WHEREAS, the County, acting through SCDEM, operates as a local organization for emergency management in accordance with relevant comprehensive emergency management plans and programs pursuant to Chapter 38.52 RCW; and

WHEREAS, the City and the County have previously contracted for coordinated emergency management services through the Interlocal Agreement for Emergency Management Services dated April 26, 2012; and

WHEREAS, the County and City believe that it is in the public interest to continue to provide and coordinate emergency management services as provided herein;

NOW, THEREFORE, the County and City hereby agree as follows:

1. Purpose. The purpose of this Agreement is to provide an economical mechanism for administration and coordination of County and City emergency management programs and thereby to protect the public peace, health, and safety and to preserve the lives and property of the people of the County and City.

2. Term. The term of this Agreement shall commence at 12:01 a.m. on the 1st day of January 2014, and expire at midnight on the 31st day of December 2015. This Agreement is subject to termination prior to its expiration date pursuant to Section 3.

3. Termination; Notice. If either party determines that it wishes to terminate this Agreement prior to its expiration, it shall provide written notice to the other by no later than June 15 of the year of termination. Termination pursuant to such notice may not occur prior to December 31st of the calendar year in which notice is given.

4. Definitions. The following definitions shall apply to this Agreement:

A. "Advisory Board" means the SCDEM Advisory Board established pursuant to SCC 2.36.100.

B. "City" means the City of Lake Stevens.

C. "County" means Snohomish County.

D. "Director" means the Director of SCDEM appointed pursuant to SCC 2.36.060.

E. "Emergency management" means the preparation for and the carrying out of all emergency functions, other than functions for which the military forces are primarily responsible, to mitigate, prepare for, respond to, and recover from emergencies and disasters, and to aid victims suffering from injury or damage, resulting from disasters caused by all hazards, whether natural, technological, or human caused, and to provide support for search and rescue operations for persons and property in distress. It does not mean preparation for emergency evacuation or relocation of residents in anticipation of nuclear attack.

F. "Emergency or disaster" means an event or set of circumstances which: (a) demands immediate action to preserve public health, protect life, protect public property, or to provide relief to any stricken community overtaken by such occurrences, or (b) reaches such a dimension or degree of destructiveness as to warrant the governor declaring a state of emergency pursuant to RCW 43.06.010.

5. Emergency Management Services. The County shall provide emergency management services, as described herein, to the City during the term of this Agreement in accordance with Chapter 38.52 RCW. The County will endeavor to provide the services described in its comprehensive emergency management plan and as further described in Attachment A, which is attached and incorporated herein, subject to the limitations provided for in Paragraph 9.

6. Compensation. It is the intent of the parties that the City pays the costs of emergency management services provided by the County pursuant to this Agreement, including reasonable operation and maintenance costs, through service charges as established by this Agreement.

For 2014, the City shall pay annual service charges to the County at the rate of \$1.12 per capita based on the City's population number from the Office of Financial Management (OFM) *April 1, 2013 estimate for Population of Cities, Towns and Counties Used for Allocation of Selected State Revenues State of Washington*, as set forth in Attachment B.

The service charges to be paid by the City shall be adjusted January 1, 2015, as follows: (1) the 2015 per capita rate shall be the 2014 per capita rate adjusted by the amount of the change in the B.L.S. Consumer Price Index – Urban Wage Earner (CPI-W) for the Seattle-Tacoma-Bremerton area for the period from April 2013 to April 2014; and (2) the 2015 service charges shall be based on the City's population number from the Office of Financial Management (OFM) *April 1, 2014 estimate for Population of Cities, Towns and Counties Used for Allocation of Selected State Revenues State of Washington*.

By July 10, 2014, the County shall issue a revision to Attachment B to reflect the City's population number from the Office of Financial Management (OFM) *April 1, 2014 estimate for Population of Cities, Towns and Counties Used for Allocation of Selected State Revenues State of Washington* and resulting actual service charges for 2015

Payments are due and payable quarterly on January 31, April 30, July 31, and October 31st.

7. Advisory Board. The City shall be entitled during the term of this Agreement to representation on the SCDEM Advisory Board established by SCC 2.36.100. The duties of the Advisory Board are set forth in SCC 2.36.130, as it now exists or is hereafter amended

8. Privileges and immunities. Whenever the employees of the County or City are rendering outside aid pursuant to the authority contained in RCW 38.52.070 and 38.52.080(1), such employees shall have the same powers, duties, privileges, and immunities as if they were performing their duties in the County or City in which they are normally employed. Nothing in this Agreement shall affect any other power, duty, right, privilege, or immunity afforded the County or City in Chapter 38.52 RCW.

9. No warranty/rights of third parties. Notwithstanding any other provision of this Agreement, the emergency management services provided for herein shall be provided without warranty of any kind, including but not limited to the sufficiency or adequacy of the actions of the parties in response to an emergency or disaster or for support of search and rescue operations with regard to any person or property in distress. This Agreement confers no rights upon third parties.

10. Hold harmless and indemnification. Except in those situations where the parties have statutory or common law immunity for their actions and/or inactions and to the extent permitted by state law, and for the limited purposes set forth in this Agreement, each party shall protect, defend, hold harmless and indemnify the other party, its officers, elected officials, agents and employees, while acting within the scope of their employment as such, from and against any and all claims (including demands, suits, penalties, liabilities, damages, costs, expenses, or losses of any kind or nature whatsoever) arising out of or in any way resulting from such party's own negligent acts or omissions related to such party's participation and obligations under this Agreement. Each party agrees that its obligations under this subsection extend to any claim, demand, and/or cause of action brought by or on behalf of any of its employees or agents. For this purpose, each party, by mutual negotiation, hereby waives, with respect to the other party

16. Recording. This Agreement and any amendment shall take effect upon execution by the parties and posting of the Agreement or amendment on the County's website pursuant to RCW 39.34.040.

DATED this __ day of _____, 2013. DATED this __ day of _____, 2013.

CITY OF LAKE STEVENS

SNOHOMISH COUNTY

Mayor

Snohomish County Executive

Attest:

Attest:

Approved as to form:

CONTRACT TEMPLATE ONLY
REVIEWED AND APPROVED:
Margaret King 9/23/2013
Deputy Prosecuting Attorney

City Attorney

Emergency Services Interlocal Agreement
Attachment A

Section A.

AUTHORITIES

The County shall operate and have emergency powers as authorized by RCW 38.52.070 and exercise disaster control and coordination through its Department of Emergency management (DEM).

Section B.

EMERGENCY MANAGEMENT ORGANIZATION

1. Provide an emergency management organization compliant with state and federal guidelines, adhering to the commonly practiced principles of emergency management and utilizing the National Incident Management System (NIMS) and the Incident Command System (ICS). The organization will coordinate emergency management activities in order to endeavor to minimize death, injury, and damages to property, the economy, and the environment during natural or man-made disasters.
2. In order to support cities and/or incident commanders during disasters, as defined by RCW 38.52.010(6) or as declared by the Governor of the State of Washington, DEM will activate the Snohomish County Emergency Operations Center (EOC).

There are three levels of activation of the Snohomish County EOC:

Level I activation involves minor emergencies and the EOC will be primarily staffed from existing emergency management personnel and resources.

Level II activation involves incidents that have special characteristics requiring response by multiple county departments and partner agencies. It requires the acquisition and/or use of special resources. This level of activation will require support from selected Emergency Support Functions (ESF) and may include overnight operation.

Level III activation involves extraordinary incidents that require the coordinated response of all levels of government and emergency services in order to save lives and protect property. This level activation will require 24/7 operation and utilization of all ESF personnel.

The level of EOC activation depends on the situation and the need for coordination and support. The EOC may be activated upon a request from outside agencies such as fire districts, public safety answering points (dispatch centers) or other local governments to support their operations, but the decision to activate the EOC is made by either the

Director of the Department of Emergency Management (DEM), the Response and Recovery (R&R) Division or the appropriate designee in the DEM line of succession.

3. Under the provisions of Chapter 38.52 RCW, the County will initiate, through the County Executive, a Declaration of Emergency when it determines that a public disorder, disaster, energy emergency, or riot exists which affects the life, health, property or public peace.

Section C.

PERSONNEL

1. DEM is structurally organized, staffed, and trained to provide emergency management functions via a strategic means.
2. When requested and when practicable, DEM will deploy liaison(s) to cities to directly assist with incident management leadership, technical support and assistance, and/or use of mobile assets. During activation of the EOC, DEM may request that cities deploy liaisons to the Snohomish County EOC to, among other things, enhance communication between the EOC and the incident site(s).

Section D.

EMERGENCY COMMUNICATION

1. DEM will endeavor to minimize injury, death, and destruction by utilizing traditional communication means to warn and provide information and instruction to the general public regarding impending or occurring disasters.
2. DEM and participating cities will utilize communication protocols and guidance established in the Snohomish County Comprehensive Emergency Management Plan (CEMP). DEM will provide participating cities with training and information or technical assistance to endeavor to ensure communications compatibility and effectiveness during a crisis.

Section E.

RESOURCES AND EQUIPMENT

1. DEM will provide, through the Snohomish County EOC and under the guidelines of NIMS and ICS, for the utilization of resources in efforts to minimize the effects of disasters.
2. DEM will request assistance for cities as needed through established emergency management protocols, from the County to State, State to Region, and Region to National levels.

3. DEM will, through an ongoing process, identify and “type” according to federal and state standards appropriate County resources and assets, including those located within participating city jurisdictions. DEM will maintain the list for disaster response purposes and it shall be available for participating cities to review at their request when *For Official Use Only (FOUO)*. RCW 42.56.420(1).

Section F.

PLANNING, TRAINING, AND EXERCISE SERVICES

1. DEM will coordinate with participating cities to develop training and exercise programs to assist Snohomish County’s citizens, governments, and government leaders to become better prepared for disasters.

2. DEM will develop, maintain, and distribute a master list of available training and exercise opportunities for participating cities.

3. DEM will provide technical assistance and guidance for participating cities on federal and/or state requirements regarding emergency management training and exercises and how best to meet said requirements. When feasible and where cost effective, DEM will directly provide training for participating cities. When DEM is not able to provide direct training, DEM will assist cities to seek necessary funds to accomplish required or desired training.

4. DEM shall provide for participating cities current templates and technical assistance for development of the local Comprehensive Emergency Management Plan (CEMP) where required and/or the Emergency Operations Plan (EOP) and Continuity of Operations Plan (COOP).

5. DEM will provide technical support and assistance for the development of Public Information plans in participating cities. DEM will, through Emergency Support Function 15 (ESF-15), work to develop a protocol for operation of a Joint Information Center (JIC) between the County and participating cities as needed during disasters.

Section G.

DISASTER RECOVERY and MITIGATION

1. DEM will assist participating cities in the recovery process as defined in Public Law 93-288, as amended, the *Robert T. Stafford Disaster Relief and Emergency Assistance Act*. When specifically requested, DEM will provide strategic and technical leadership and, where necessary and practicable, training for participating cities to successfully recover from disasters.
2. DEM will coordinate with participating cities and the Snohomish County Public Works Solid Waste Division to activate and operate the disaster

ATTACHMENT B

Service Fees by Participating Jurisdiction and Year

2012 Service Fees			
Jurisdiction	April 1, 2010 Population Est. ¹	2011 Per Capita Rate ²	2011 Fees ³
Arlington	17,930	\$1.08	19,390
Darrington	1,345	\$1.08	1,454
Gold Bar	2,060	\$1.08	2,228
Granite Falls	3,370	\$1.08	3,644
Index	180	\$1.08	195
Lake Stevens	28,210	\$1.08	30,506
Marysville	60,660	\$1.08	65,598
Monroe	17,330	\$1.08	18,741
Snohomish	9,200	\$1.08	9,949
Stanwood	6,220	\$1.08	6,726
Sultan	4,655	\$1.08	5,034
Tulalip Tribes ¹⁰	4,183	\$1.08	4,523
Stillaguamish Tribe ¹¹	240	\$1.08	260
Total	155,583		168,247

2013 Service Fees			
Jurisdiction	April 1, 2011 Population Est. ⁴	2012 Per Capita Rate ⁵	2012 Fees ⁶
Arlington	17,970	\$1.11	19,984
Darrington	1,345	\$1.11	1,496
Gold Bar	2,060	\$1.11	2,291
Granite Falls	3,380	\$1.11	3,759
Index	180	\$1.11	200
Lake Stevens	28,510	\$1.11	31,706
Marysville	61,360	\$1.11	68,238
Monroe	17,390	\$1.11	19,339
Snohomish	9,215	\$1.11	10,248
Stanwood	6,300	\$1.11	7,006
Sultan	4,655	\$1.11	5,177
Tulalip Tribes ¹⁰	4,265	\$1.11	4,743
Stillaguamish Tribe ¹¹	279	\$1.11	310
Total	156,909		174,498

2014 Service Fees			
Jurisdiction	April 1, 2013 Population Est. ⁷	2014 Per Capita Rate ⁸	2014 Fees ⁹
Arlington	18,270	\$1.12	20,545
Darrington	1,350	\$1.12	1,518
Gold Bar	2,080	\$1.12	2,339
Granite Falls	3,385	\$1.12	3,806
Index	180	\$1.12	202
Lake Stevens	28,960	\$1.12	32,566
Marysville	62,100	\$1.12	69,831
Monroe	17,510	\$1.12	19,690
Snohomish	9,220	\$1.12	10,368
Stanwood	6,340	\$1.12	7,129
Sultan	4,660	\$1.12	5,240
Tulalip Tribes ¹⁰	4,325	\$1.12	4,863
Stillaguamish Tribe ¹¹	280	\$1.12	315
Total	158,660		178,413

¹Source: State of Washington, Office of Financial Management, April 1, 2011 Estimates; see "Population of Cities, Towns and Counties Used for Allocation of Selected State Revenues" Table

²The 2012 Per Capita Rate is the 2011 Per Capita Rate (\$1.059) adjusted by the change in CPI-U from April 2010 to April 2011, 2.1% .

³The 2012 fees are based on the April 1, 2011 population estimate and the 2012 per capita rate (\$1.0814).

⁴Source: State of Washington, Office of Financial Management, April 1, 2012 Estimates; see "Population of Cities, Towns and Counties Used for Allocation of Selected State Revenues" Table

⁵The 2013 Per Capita Rate is the 2012 Per Capita Rate (\$1.0814) adjusted by the change in CPI-W from April 2011 to April 2012, 2.84% .

⁶The 2013 fees are based on the April 1, 2011 population estimate and the 2012 per capita rate (\$1.1121).

⁷Source: State of Washington, Office of Financial Management, April 1, 2013 Estimates; see "Population of Cities, Towns and Counties Used for Allocation of Selected State Revenues" Table

⁸The 2014 Per Capita Rate is the 2013 Per Capita Rate (\$1.1121) adjusted by the change in CPI-W from April 2012 to April 2013, 1.11% .

⁹The 2014 fees are based on the April 1, 2012 population estimate and the 2013 per capita rate (\$1.1245).

¹⁰ The Tulalip Tribes population numbers will be obtained from the Tulalip Tribes Enrollment Department once every year.

¹¹The Stillaguamish Tribe population numbers will be obtained from the Stillaguamish Tribe Enrollment Officer once every year.



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LAKE STEVENS CITY COUNCIL
STAFF REPORT

Council Agenda Date: January 13, 2014

Subject: Tenth Addendum to the Inter-local Agreement for Jail Services with the City of Marysville

Contact Interim Chief Dan Lorentzen **Budget Impact:** N/A
Person/Department: _____

RECOMMENDATION(S)/ACTION REQUESTED OF COUNCIL: Authorize the Mayor to sign Addendum No. 10 to the Inter-local Agreement for Jail Service with The City of Marysville

SUMMARY/BACKGROUND: In 1999 the City of Lake Stevens entered into an agreement with the City of Marysville for jail services at the Marysville City Jail. This relationship has proven to be very successful and allows the Lake Stevens Police Department the ability to utilize the Marysville City Jail for booking of our prisoners. In most cases this process of using Marysville is quicker than using the Snohomish County Jail, which results in getting LSPD Officers back into service and on the road in a timely manner.

Marysville Jail rates are less expensive than those at the Snohomish County Jail. The 2014 booking fee at Marysville City Jail will be \$42.32 and \$95.94 with the County. The daily rate with Marysville is \$63.23 and \$66.63 with the County.

APPLICABLE CITY POLICIES:

BUDGET IMPACT: The current rates for Marysville Jail are included in the 2014 budget

ATTACHMENTS:

- ▶ Exhibit A: Amendment #10 to Inter-local Agreement for Jail Services with the City of Marysville
- ▶ Exhibit B: Original Inter-local Agreement

Exhibit A

AFTER RECORDING RETURN TO:

City of Marysville
1049 State Avenue
Marysville, WA 98270

**Tenth Amendment
Interlocal Agreement for Jail Services
Lake Stevens
Amendment of Schedule "A":
Booking Fee \$42.32;
Transport Fee \$42.32
Daily Maintenance Fee \$63.23 (5 beds per day),
Effective January 1, 2014.**

THIS AMENDMENT TO INTERLOCAL AGREEMENT FOR JAIL SERVICES ("Agreement") is made and entered into by and between the CITY OF MARYSVILLE ("Marysville"), and the CITY OF LAKE STEVENS ("Lake Stevens").

WHEREAS, on September 27, 1999 Marysville and Lake Stevens entered into an Interlocal Agreement for Jail Services (hereinafter known as "Agreement"); and,

WHEREAS, on December 10, 2001 Marysville and Lake Stevens entered into a First Amendment to the Agreement for the purpose of extending the term of the same and for the adoption of a revised Schedule A Booking Fee and Daily Maintenance Fee; and

WHEREAS, on April 28, 2003 Marysville and Lake Stevens entered into a Second Amendment to the agreement for Jail Services; and

WHEREAS, on December 11, 2003, Marysville and Lake Stevens entered into a Third Amendment to the agreement for Jail Services; and

WHEREAS, on May 1, 2004 Marysville and Lake Stevens entered into a Amendment of Schedule "A" of Interlocal Agreement for Jail Services – Booking Fee – Change form \$32.30 to \$32.00 effective May 1, 2004; and

WHEREAS, On September 30, 2005 the parties entered into the Fourth Amendment of Schedule "A" of Interlocal Agreement for Jail Services Authority of

page 1 of 4

Marysville to receive, pay and be reimbursed for Snohomish County Jail Billings and to coordinate and move Lake Stevens Prisoners from and in Snohomish County Jail Effective September 1, 2005; and

WHEREAS, On November 13, 2006 the parties entered into the Fifth Amendment of Schedule "A" of interlocal Agreement for Jail Services Changes per Bed per Day (Daily Maintenance) fee from \$50 to \$52 and Snohomish County Jail Billings fee from \$56 to \$58.45 Effective January 1, 2007; and

WHEREAS, On March 29, 2009 the parties entered into the Sixth Amendment and Renewal to Interlocal Agreement For jail services 2009 to 2012 and Amendment of Schedule "A" Other Jail Billing Fees Effective January 1, 2009; and

WHEREAS, On October 12, 2009 the parties entered into the Seventh Amendment and Amendment of Schedule A;

WHEREAS, On September 12, 2011 the parties entered into the Eighth Amendment relating to 90 day facility;

WHEREAS, On December 10, 2012 the parties entered into the Ninth Amendment Renewal from 2013 through 2016'

WHEREAS, Marysville and Lake Stevens have agreed to Amend **Schedule "A"** as follows, Booking Fee from \$40 to \$42.32, Transportation Fee from \$40.00 to \$42.32 per trip, Daily Maintenance Fee from \$60.00 to \$63.23 (5 beds per day) - Effective January 1, 2014 necessitating the amendment of the Agreement; and,

NOW, THEREFORE, in consideration of the mutual covenants, conditions and promises contained herein, Marysville and Lake Stevens mutually agree as follows:

1. **Schedule A**, is as adopted and attached to this agreement as **Schedule A** and Amended as follows, Booking Fee from \$40 to \$42.32, Transportation Fee from \$40.00 to \$42.32 per trip, Daily Maintenance Fee from \$60.00 to \$63.23, (5 beds per day) - Effective January 1, 2014

2. Except as provided herein, all other terms and conditions of the Interlocal Agreement for Jail Services dated September 27, 1999 and all of the written amendments set forth above shall remain in full force and effect unchanged.

3. **APPROVALS AND FILING.** Each party shall approve this Agreement by resolution, ordinance or otherwise pursuant to the laws of the governing body of said party. The attested signature of the officials identified below shall constitute a presumption that

such approval was properly obtained. A copy of this Agreement shall be filed with the Snohomish County Auditor's office or, alternatively, listed by subject on a public agency's web site or other electronically retrievable public source pursuant to RCW 39.34.040

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals this 5th day of January, 2013.

CITY OF LAKE STEVENS

CITY OF MARYSVILLE

By _____
VERN LITTLE, Mayor

By [Signature]
JON NEHRING, Mayor

DATE: _____

DATE: 1.2/4/13

APPROVED as to form:

APPROVED as to form:

GRANT K. WEED, City Attorney

[Signature]
GRANT K. WEED, City Attorney

DATE: _____

DATE: 1.2/4/13

Attest: _____
Norma Scott, City Clerk

Attest: [Signature]
APRIL O'BRIEN, Deputy City Clerk

SCHEDULE A

Effective January 1, 2014

Booking fee \$42.43 **

Should Marysville decide to collect booking fees pursuant to RCW 70.48.390 from the funds possessed by the prisoner or defendant directly at the time of booking, the booking fee to be paid by the City of Lake Stevens for such prisoner or defendant shall be adjusted by a credit in favor of the City Lake Stevens of that sum actually paid by the prisoner or defendant.

Inmate transfer administrative fee \$20.00

In cases where Lake Stevens prisoners are relocated to another jail facility other than the Snohomish County jail, Lake Stevens agrees to pay Marysville an Inmate Transfer Administrative Fee of \$20.00 per prisoner.

Marysville Transportation Fee \$42.32 per trip

Lake Stevens agrees to pay Marysville a Transportation Fee of \$42.32 per prisoner for roundtrip transportation from Snohomish County jail to all court proceedings.

Daily maintenance fee \$63.32 **

Lake Stevens agrees to contract for five (5) beds per day, 365 or 366 days per year at a rate of \$63.32 per day per bed.

Snohomish County Jail

Lake Stevens gives Marysville the authority to receive and pay all Snohomish County Jail bills for the Lake Stevens Prisoners including those cases that are associated with the County District Court and not Marysville Municipal Court and to coordinate and move Lake Stevens Prisoners to and from Snohomish County Jail.

Other Jail Billings

Marysville will be reimbursed by Lake Stevens for all costs including Jail booking and Jail Bed and Daily Maintenance Fees and any other fee charged to Marysville by all other jail facilities for Lake Stevens Prisoners.

**Yearly COLA Increase on Booking Fees and Daily Maintenance Fees

Booking and Daily Maintenance Fees will be increased at a rate of 100% of the Seattle CPI-W June Index for the year prior with a minimum of 0% to a maximum of 2.25%. The rate increase will occur on January 1 of each year unless otherwise negotiated and agreed by the parties. (For example the June 2010 Seattle CPI-W index will set the amount of the January 1, 2011 increase to Booking and Daily Maintenance Fees.)

Exhibit B


000009210551 200009210551
09/21/2000 04:02 PM Snohomish
P.0011 RECORDED County

200009210551

AFTER RECORDING RETURN TO:

City of Marysville

4822 Grove Street

Marysville WA 98270

RECEIVED
OCT 21 2000
MARYSVILLE
CITY CLERK

INTERLOCAL AGREEMENT FOR JAIL SERVICES

THIS INTERLOCAL AGREEMENT FOR JAIL SERVICES (hereinafter "Agreement") is made and entered into by and between the CITY OF MARYSVILLE (hereinafter "Marysville"), and the CITY OF LAKE STEVENS (hereinafter "Lake Stevens").

WHEREAS, Chapters 39.34 and 70.48 RCW authorize cities to enter into contracts for jail services that specify the responsibilities of each party; and

WHEREAS, Marysville has a jail facility, and Lake Stevens desires to enter into this agreement to utilize Marysville's jail facility and the terms and conditions of this agreement;

NOW, THEREFORE, in consideration of the mutual covenants, conditions and promises contained herein, Marysville and Lake Stevens mutually agree as follows:

1. **DEFINITIONS.** Unless the context clearly shows another usage is intended, the following terms shall have the following meanings in this agreement:

a. **Marysville Jail** means a place owned and operated by Marysville primarily designed, staffed and used for the housing of adults charged with a criminal offense; for the punishment and correction of offenders after conviction of a criminal offense; or for confinement and/or holding during a criminal investigation, or a civil detention to enforce a court order. As of the date of the execution of this agreement, this jail is located at 1635 Grove, Marysville, Washington.

b. **Lake Stevens prisoner** means a person arrested by Lake Stevens Police and held and confined in the Marysville Jail (either pre- or post-trial) pursuant to a violation of a Lake Stevens ordinance or a violation of state law which designates the crime for which the person is held to be a misdemeanor or gross misdemeanor. The term **Lake Stevens prisoner** shall not include a person arrested for a felony offense by Lake Stevens Police, a person arrested on a warrant issued by another jurisdiction or for charges initiated by a non-Lake Stevens Police officer, or a person charged by the County Prosecutor with a felony or an attempt to commit a felony, even if there is a plea to or a conviction of a lesser offense. A Lake Stevens prisoner shall not include juveniles.

2. **JAIL AND HEALTH SERVICES.**

a. For prisoners accepted under this Agreement, Marysville shall accept Lake Stevens prisoners and furnish jail facilities, booking, custodial services, and personnel for the confinement of Lake Stevens prisoners equal to those Marysville provides for the confinement of its own prisoners. Medical costs for emergency or necessary health care for Lake Stevens prisoners shall be the responsibility of Lake Stevens. In the event an inmate is transported to the hospital, the hospital shall be directed to bill Lake Stevens directly. With respect to inmate prescriptions, Lake Stevens agrees to utilize the same pharmacies as Marysville, and Lake Stevens shall be billed directly for its inmates' prescriptions. Lake Stevens retains the option to contract with medical providers to provide medical service to Lake Stevens prisoners. Marysville shall notify Lake Stevens prior to outside medical care being provided for a Lake Stevens prisoner; provided, however, that when emergency medical care is required in life-threatening circumstances,

the notification may occur as soon as practicable, which may be after emergency medical care has been provided.

b. While Marysville will have the primary responsibility for transporting prisoners to the Snohomish County Jail and to medical care providers during the initial six months of this agreement, Marysville may request Lake Stevens to provide the transport of prisoners when Marysville Jail and police staff are unavailable. The rate and payment amount set forth in **Schedule A** shall include the cost of transport of Lake Stevens prisoners.

3. ACCEPTANCE OF PRISONERS.

a. Lake Stevens understands that Marysville will accept prisoners on a nonexclusive basis under this Agreement. The acceptance of prisoners is subject to space being available. Marysville reserves the right to reserve space in the jail for its anticipated prisoner needs and may require the removal of Lake Stevens prisoners to accommodate Marysville prisoners. If Lake Stevens prisoners are to be displaced and must be removed from the jail, Marysville agrees to provide Lake Stevens with notice in writing that the Lake Stevens prisoner must be removed.

b. Prisoners may not be incarcerated in the Marysville Jail longer than thirty (30) days or contrary to any federal or state statutes or regulations or constitutional requirements for the Marysville Jail. Should an inmate serve his/her 30-day sentence in the Marysville Jail and still have additional days of jail time, Lake Stevens will have the option of transporting their inmates to another facility or have Marysville transport with reimbursement by Lake Stevens of Marysville's actual costs. Should transportation be required for Lake Stevens inmates to appear in other than the Marysville Municipal Courts, transportation will be the responsibility of Lake Stevens.

c. Lake Stevens agrees that if any Lake Stevens prisoner is deemed out of control or dangerous by the personnel at the Marysville Jail, on eight (8) hours' notice from Marysville to Lake Stevens, Lake Stevens shall make arrangements to remove and transport to another facility. Marysville may also refuse to book any persons who are suspected to be an extreme danger to themselves or to other inmates. In cases where a Lake Stevens prisoner has obvious medical needs, Lake Stevens shall transport such prisoner to a medical facility for treatment prior to being booked into Marysville's Jail. In all cases, Lake

Stevens officers will remain at the Marysville Jail until the prisoner is accepted by the Marysville custody staff.

4. **RATE AND PAYMENT.** Lake Stevens shall pay Marysville at a rate per prisoner on a 24-hour basis (or portion of 24 hours) set out in **Schedule A** attached hereto. Said rates shall be adjusted from time to time by mutual agreement in advance of the renewal of any term of this agreement as provided in Section 6. Lake Stevens shall be responsible for all costs for the transport of its prisoners.

a. Payment shall be made promptly by Lake Stevens to Marysville within thirty (30) days after a monthly statement is submitted by Marysville to Lake Stevens.

b. Each party may examine the other's books and records to verify charges. If an examination reveals an improper charge, an adjustment shall be applied to the next month's statement, or if the agreement has terminated, by an appropriate payment from one to the other. The parties agree to meet at least once each year to examine and verify charges for the previous year. The parties shall enter into a written agreement verifying and reconciling charges for the previous year and closing the books on an annual basis.

c. Should the prisoner be sentenced to pay a portion of the daily rate, that amount will be deducted from the full daily rate.

5. **DURATION.** The initial term of this agreement shall commence upon execution by both parties and shall expire on December 31, 2001. Lake Stevens shall have an option to renew this agreement for a three-year term commencing on January 1, 2002 and ending on December 31, 2004, and a second renewal for a four-year term, commencing on January 1, 2005 and ending on December 31, 2008. Said renewals shall be subject only to mutual agreement of the parties with the rate and payment set forth in **Schedule A**.

6. **RECORD KEEPING (BOOKING).** Marysville agrees to maintain a system of record keeping relative to the booking and confinement of each Lake Stevens prisoner in such style and manner as equivalent to Marysville's records pertaining to its own prisoners. Such records shall include, but not be limited to, the following information: defendant's name, charge, booking date, release date, and manner of release (i.e., personal recognizance, bond, cash bail). Along with monthly billing statements, Marysville shall submit to Lake Stevens or its authorized representatives copies of said records.

7. **BOOKING PROCEDURE.** Prisoners will be booked by Marysville according to procedures and policies of Marysville by completing for each such prisoner an appropriate booking sheet with a copy to be provided to Lake Stevens, if requested. Personal property will be held by Marysville in the same manner as for its own prisoners.

8. **RELEASE OF LAKE STEVENS PRISONERS FROM MARYSVILLE JAIL.** No Lake Stevens prisoner confined in the Marysville jail subject to this Agreement shall be released except:

- a. When requested by a member of Lake Stevens Police Department;
- b. In compliance with orders of the court in those matters in which the courts have jurisdiction;
- c. For appearance in court;
- d. For interviews by Lake Stevens Police or attorneys;
- e. If the prisoner has served his or her sentence or the charge pending against the prisoner has been dismissed; or

f. As determined by the Marysville Chief of Police or his designee as part of a plan to reduce prisoner population as a result of facility overcrowding; PROVIDED, however, Marysville and Lake Stevens prisoners shall be released or relocated to the ~~Snohomish~~ **AN APPROVED County Jail** on a "first in first out" basis.

*Penalty
Re-movements*

g. Where in the discretion of the custody/patrol supervisor or jail administrator such release is warranted, Marysville shall notify Lake Stevens Police of such event as soon as possible.

9. **ALTERNATIVE/PARTIAL CONFINEMENT.** Lake Stevens prisoners shall be considered for Marysville's alternative and partial confinement programs on an equal basis with Marysville prisoners and subject to the same rules and regulations, as well as potential sanctions, for program rule violations. Lake Stevens shall have access to all alternative sentencing options which are available now and which may become available in the future. Prisoner participation in such programs may be limited to an operational capacity as identified by Marysville. Alternative and partial confinement programs shall include, but not be limited to, work release and

work crew. It is understood by the parties that the term "alternative confinement program" shall include electronic home monitoring.

10. **ACCESS TO LAKE STEVENS PRISONERS.** All Lake Stevens Police officers, investigators, interpreters, mental health professionals, the prosecuting attorney and the prisoner's counselor or assigned counsel shall have the right to interview the prisoner inside the confines of the Marysville Jail, subject only to necessary security rules. Interview rooms will be made available to Lake Stevens Police and others in equal priority with those made available for Marysville prisoners.

11. **OPERATION OF JAIL.** Marysville agrees to operate the jail to current professional standards and practices in accordance with all state and federal standards, whether set by constitution, statute or regulation. Lake Stevens shall receive equal treatment to that supplied to Marysville's own prisoners.

12. **INDEMNIFICATION.**

a. Except as otherwise provided in 12(c), Lake Stevens agrees to defend, indemnify and hold harmless Marysville and its officers, agents and employees, or any of them, from any and all claims, actions, suits, liability, loss, costs, expenses and damages of any nature whatsoever by reason of or arising out of any act or omission of Lake Stevens, its officers, agents and employees, or any of them in arresting, detaining, charging or transporting prisoners. In the event that any suit based upon such a claim, action, loss or damage is brought against Marysville, Lake Stevens shall defend the same at its sole cost and expense; provided, that Marysville retains the right to participate in said suit if any principle of governmental or public law is involved; and if a final judgment is rendered against Marysville, its officers, agents, employees or any of them or jointly against Marysville and Lake Stevens and their respective officers, agents and employees or any of them, Lake Stevens shall satisfy and discharge the same.

*electd
officials,
P.S.M.
all*

b. Except as otherwise provided in 12(c), Marysville shall defend, indemnify and hold harmless Lake Stevens and its officers, agents and employees, or any of them, from any and all claims, actions, suits, liability, loss, costs, expenses and damages of any nature whatsoever by reason of or arising out of any act or omission of Marysville, its officers, agents and employees, or any of them in confining or releasing persons who have been presented to and accepted by the Marysville Jail by Lake Stevens, its officers, agents

*electd
officials
P.S.M.
all*

and employees while said persons are in the Jail or in the custody of Marysville outside the Jail, except to the extent said claim, action, loss or damage is the result of the negligence of Lake Stevens. In the event that any suit based upon such a claim, action, loss or damage is brought against Lake Stevens, Marysville shall defend the same at its sole cost and expense, provided that Lake Stevens retains the right to participate in said suit if any principle of governmental or public law is involved, and if a final judgment is rendered against Lake Stevens, its officers, agents and employees or any of them, or jointly against Lake Stevens and Marysville and their respective officers, agents and employees or any of them, Marysville shall satisfy and discharge the same.

c. In the event of the concurrent negligence of the parties, each party shall be responsible for payment of any claim or judgment in proportion to the percentage fault attributed to that party.

d. The indemnities provided for in this paragraph 12 shall apply to all legal costs and attorneys' fees incurred by the party indemnified. In any action to enforce the indemnities provided for in this paragraph, the prevailing party shall be entitled to recovery of costs and attorneys' fees for the enforcement of these indemnities.

13. **INSURANCE.** At the date of entering into this agreement, Lake Stevens and Marysville are each members of the Washington Cities Insurance Authority (WCIA). So long as each city is a member of the WCIA, it agrees to abide by the WCIA compact and all other applicable rules, regulations and requirements that are necessary to keep each city as a member in good standing. In the event either party to this agreement ceases to be a member of WCIA, the parties shall renegotiate the insurance provisions of this agreement with the intent being the provision of insurance which adequately covers the nature of the risks associated with each party's responsibilities under this agreement.

14. **TERMINATION OF AGREEMENT.** Lake Stevens shall provide written notice of its intent to terminate this agreement without cause not less than 180 days prior to expiration of this agreement. Marysville shall provide written notice of its intent to terminate this agreement not less than one hundred eighty (180) days prior to expiration of this agreement (or any renewal thereof). In the event of termination of this agreement (or any extension thereof), the parties will work cooperatively to ensure the orderly transition of defendants from Marysville jail to the new facility.

15. **DISPUTE RESOLUTION.**

a. The Police Chiefs for each city and appropriate staff shall meet quarterly to discuss any pending issues and to resolve disputes, if any.

b. It is the parties' intent to resolve any disputes relating to the interpretation or application of this agreement informally through discussions at the staff level as described in paragraph 15(a) above. In the event disputes cannot be resolved informally, resolution shall be sought by the City Administrators. If the City Administrators reach no resolution within thirty (30) days, the parties agree to submit the dispute to nonbinding mediation/dispute resolution.

16. **WAIVER.** No waiver of any right under this Agreement shall be effective unless made in writing by the authorized representative of the party to be bound thereby. Failure to insist upon full performance on any one or several occasions does not constitute consent to or waiver of any later nonperformance.

17. **ASSIGNMENT.** Neither this Agreement nor any interest herein or claim hereunder shall be assigned or transferred, in whole or in part, by either Marysville or Lake Stevens to any other person or entity without the prior written consent of the other party. In the event that such prior written consent to an assignment is granted, the assignee shall assume all duties, obligations and liabilities of its assignor stated in this Agreement.

18. **INDEPENDENT CONTRACTOR.** Each party to this agreement is an independent contractor with respect to the subject matter herein. Nothing in this agreement shall make any employee of Marysville an employee of Lake Stevens, and vice versa, for any purpose, including, but not limited to, for withholding of taxes, payment of benefits, worker's compensation pursuant to Title 51 RCW, or any other rights or privileges according to either city's employee by virtue of their employment. At all times pertinent hereto, employees of Marysville are acting as Marysville employees and employees of Lake Stevens are acting as Lake Stevens employees.

19. **PARTIAL INVALIDITY.** Whenever possible, each provision of this agreement shall be interpreted in such a manner as to be effective and valid under applicable law. Any provisions of this agreement which shall prove to be invalid, void or illegal shall in no way affect, impair or invalidate any other provisions hereof, and such other provisions shall remain in full force and effect.

20. **ASSIGNABILITY.** The rights, duties and obligations of either party to this agreement may not be assigned to any third party without the prior written consent of the other party, which consent shall not be unreasonably withheld.

21. **NO THIRD-PARTY RIGHTS.** Except as expressly provided herein, nothing in this agreement shall be construed to permit anyone other than the parties hereto and their successors and assigns to rely upon the covenants and agreements herein contained nor to give any such third party a cause of action (as a third-party beneficiary or otherwise) on account of any nonperformance hereunder.

22. **ENTIRE AGREEMENT.** This agreement constitutes the entire agreement between the parties hereto and no other agreements, oral or otherwise, regarding the subject matter of this agreement shall be deemed to exist or bind any of the parties hereto. Either party may request changes in the agreement. Proposed changes that are mutually agreed upon shall be incorporated by written amendment hereto.

23. **SEVERABILITY.** If any portion of this Agreement is changed per mutual agreement, or any portion is held invalid, the remainder of the Agreement shall remain in full force and effect.

24. **INTEGRATION.** This written Agreement constitutes the complete and final agreement between Marysville and Lake Stevens. There are no other oral or written agreements between the parties as to the subjects covered by this Agreement. No changes or additions to this Agreement shall be valid or binding upon either party unless such change or addition be in writing and executed by both parties.

25. **NOTICES AND ADMINISTRATOR.** Unless stated otherwise herein, all notices and demands shall be in writing and sent or hand-delivered to the parties at their addresses as follows:

TO CITY OF LAKE STEVENS:

City Administrator
1812 Main Street
P.O. Box 257
Lake Stevens, WA 98258

TO CITY OF MARYSVILLE:

City Administrator
4822 Grove Street
Marysville, WA 98270

The Marysville Chief of Police shall serve as Marysville's administrator or responsible official for this Agreement. The Chief of Police for Lake Stevens shall serve as Lake Stevens's administrator or responsible official for this Agreement.

26. **GOVERNING LAW.** This Agreement shall be governed by and construed in accordance with the laws of the State of Washington as they now read or are hereafter amended.

27. **APPROVAL AND FILING.** Each party shall approve this Agreement by resolution, ordinance or otherwise pursuant to the laws of the governing body of said party. The attested signature of the officials identified below shall constitute a presumption that such approval was properly obtained. A copy of this Agreement shall be filed with the Snohomish County Auditor's office pursuant to RCW 39.34.040.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals this 27 day of September, 1999.

CITY OF LAKE STEVENS

CITY OF MARYSVILLE

By Jay A. Echols
JAY A. ECHOLS, Mayor

By Dave Weiser
DAVE WEISER, Mayor

DATE: 6-22-99

DATE: 9/27/00

APPROVED as to form:

APPROVED as to form:

Dana D. Kapela
DANA D. KAPELA, City Attorney
BRUCE DISEND

Grant K. Weed
GRANT K. WEED, City Attorney

DATE: 8/21/00

DATE: 9/27/99

200009210551

SCHEDULE A

Booking fee	\$30.00
Daily maintenance fee	\$48.00

200009210551



LAKE STEVENS CITY COUNCIL
STAFF REPORT

Council Agenda Date: January 13, 2014

Subject: Authorize the Mayor to execute an agreement for Public Safety Testing to conduct a Lieutenant Assessment Center on behalf of the City.

Contact Person/Department: Steve Edin/Human Resources **Budget Impact:** \$6,500

RECOMMENDATION(S)/ACTION REQUESTED OF COUNCIL: Authorize the Mayor to execute an Agreement for Public Safety Testing to conduct a Lieutenant Assessment Center on behalf of the City.

SUMMARY/BACKGROUND: Public Safety Testing (PST) currently provides recruiting, application processing, written and physical agility testing for the police department's entry level candidates. The police department also utilizes PST to conduct background check services on final candidates. Interim Police Chief Dan Lorentzen and Human Resources Director Steve Edin solicited proposals from both National Testing Network and PST to conduct a promotional assessment process that is valid, defensible and current to today's professional standards. Both Chief Lorentzen and Director Edin recommend PST's proposal because of PST's years of experience and use of contemporary professional standards and testing programs that can be uniquely customized to the City of Lake Stevens. It is the City's intension to conduct a one-day assessment center with four exercises for up to 8 candidates.

APPLICABLE CITY POLICIES: Rules and Regulations of the Lake Stevens Civil Service Commission, Section 8, "Examinations."

BUDGET IMPACT: \$6,500

ATTACHMENTS:

- ▶ Exhibit A: Professional Services Agreement Between City of Lake Stevens and Public Safety Testing for Consultant Services.
- ▶ Exhibit B:
- ▶ Exhibit C:

**PROFESSIONAL SERVICES AGREEMENT BETWEEN
CITY OF Lake Stevens
AND Public Safety Testing
FOR CONSULTANT SERVICES**

THIS AGREEMENT (“Agreement”) is made and entered into by and between the City of Lake Stevens, a Washington State municipal corporation (“City”), and Public Safety Testing INC., a Washington Corporation (“Consultant”)

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

ARTICLE I. PURPOSE

The purpose of this Agreement is to provide the City with consultant services regarding promotional testing services to conduct an assessment center selection process for the position of Police Lieutenant.as described in Article II. The general terms and conditions of the relationship between the City and the Consultant are specified in this Agreement.

ARTICLE II. SCOPE OF SERVICES

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

ARTICLE III. OBLIGATIONS OF THE CONSULTANT

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

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

in writing by the parties.

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

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

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

III.3 TERM. The term of this Agreement shall commence on January 8, 2014 and shall terminate at midnight, March 31, 2014. The parties may extend the term of this Agreement by written mutual agreement.

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

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

III.6 INDEMNITY.

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

b. Should a court of competent jurisdiction determine that this Agreement is subject to RCW 4.24.115, then, in the event of liability for damages arising out of bodily injury to persons or damages to property caused by or resulting from the concurrent

negligence of the Consultant and the City, its officers, officials, employees, and volunteers, the Consultant's liability, including the duty and cost to defend, hereunder shall be only to the extent of the Consultant's negligence.

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

d. For the purposes of the indemnity contained in subpart "A" of this paragraph 3.6, Consultant hereby knowing, intentionally, and voluntarily waives the immunity of the Industrial Insurance Act, Title 51 RCW, solely for the purposes of this indemnification. This waiver has been mutually negotiated by the parties.

_____(initials) _____(initials)

III.7 INSURANCE.

a. **Minimum Limits of Insurance.** The Consultant shall procure, and maintain for the duration of the Agreement, insurance against claims for injuries to persons or damage to property which may arise from or in connection with the performance of the work and services hereunder by the Consultant, its agents, representatives, employees or subcontractors. The Consultant shall, before commencing work under this agreement, file with the City certificates of insurance coverage and the policy endorsement to be kept in force continuously during this Agreement, in a form acceptable to the City. Said certificates and policy endorsement shall name the City, its officers, elected officials, agents and/or employees as an additional named insured with respect to all coverages except professional liability insurance and workers' compensation. The minimum insurance requirements shall be as follows:

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

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

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

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

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

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

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

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

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

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

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

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

III.10 LEGAL RELATIONS. The Consultant shall comply with all federal, state and

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

III.11 INDEPENDENT CONTRACTOR.

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

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

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

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

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

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

III.14 SUBCONTRACTORS/SUBCONSULTANTS.

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

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

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

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

ARTICLE IV. OBLIGATIONS OF THE CITY

IV.1 PAYMENTS.

a. The Consultant shall be paid by the City for services rendered under this Agreement as described in the Scope of Services and as provided in this section. In no event shall the compensation paid to Consultant under this Agreement exceed \$6,500.00 without the written agreement of the Consultant and the City. Such payment shall be full compensation for work performed and services rendered and for all labor, materials, supplies, equipment and incidentals necessary to complete the work. In the event the City elects to expand the scope of services from that set forth in Exhibit A, the City shall pay Consultant a mutually agreed amount.

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

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

IV.2 CITY APPROVAL. Notwithstanding the Consultant's status as an independent contractor, results of the work performed pursuant to this Agreement must meet the approval of

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

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

ARTICLE V. GENERAL

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

City of Lake Stevens
Steve Edin - Human Resources Director
City of Lake Stevens
P.O. Box 257, 1812 Main Street
Lake Stevens, WA 98258

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

Public Safety Testing, Inc.
Jon Walters - President
20818-44th Ave W., Suite 160
Lynnwood, WA 98036
Email: Jon@PublicSafetyTesting.com
FAX: 425.776.0165

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

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

If this Agreement is terminated in its entirety by the City for its convenience, the City shall pay the Consultant for satisfactory services performed through the date of termination in

accordance with payment provisions of Section VI.1.

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

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

V.5 SEVERABILITY

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

b. If any provision of this Agreement is in direct conflict with any statutory provision of the State of Washington, that provision which may conflict shall be deemed inoperative and null and void insofar as it may conflict, and shall be deemed modified to conform to such statutory provision.

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

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

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

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

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

V.11 AUTHORITY TO BIND PARTIES AND ENTER INTO AGREEMENT.

The undersigned represent that they have full authority to enter into this Agreement and to bind the parties for and on behalf of the legal entities set forth below.

DATED this _____ day of _____, 2014.

CITY OF LAKE STEVENS

PUBLIC SAFETY TESTING, INC.

By _____
Vern Little, Mayor

By _____
John Walters, President

Approved as to form:

Grant K. Weed, City Attorney

Exhibit A
Scope of Work and Fees

Scope of Services Provided by Public Safety Testing, Inc:

Public Safety Testing offers to develop and administer an assessment center promotional process for the City of Lake Stevens. Public Safety Testing (PST) will apply the guidelines as adopted by the International Congress on Assessment Centers and the recommendations provided by the International Association of Chiefs of Police related to the development and management of assessment centers.

Methodology for Service

The project shall consist of three basic phases:

1. Test Preparation
2. Test Administration
3. Post-Test Activities

Phase One: Test Preparation

On-site meetings with the appropriate personnel from the City of Lake Stevens are held to:

- Determine the City's specific needs and components of the assessment center;
- Create a calendar of tasks, benchmarks and a schedule to deliver the promotional test;
- Identify the behavioral dimensions to be measured in the assessment center;
- Provide written summaries of decisions as the process develops;
- Survey department members currently serving in the position being tested for to identify the critical tasks being performed;
- Survey the management/leadership team to identify essential supervisory & administrative skills and abilities of a newly promoted manager. These will create the unique weighting of the behavioral dimensions that is specifically relevant to the City of Lake Stevens;
- Provide a description of typical categories and examples of exercises that can be used in the promotional process. The City chooses the exercises and these are tailored with information provided by the City to fit their specific environment and needs;
- Create a scoring map that places the weighted behavioral dimensions in specific exercises;
- Build the exercises that uses information specific to your community and department and uses the results of the survey used above,
- PST will become familiar with, and will follow the City's Civil Service Rules when developing and administering the test. The City of Lake Stevens' Civil Service Commission shall be responsible for notifying PST of any unusual or special process or limitation of their rules, contractual agreements or policies that are related to the development and delivery of the test, and
- Finalize the assessment center's exercises and schedule with the City's subject matter expert(s) for **Phase Two**.

Phase Two: Test Administration

PST will facilitate and manage the assessment center process, including:

- Conduct one 3-hour long “Candidate’s Workshop” that provides an overview of the testing process, tips for success, and pitfalls to avoid;
- Conduct a training workshop for the assessors and role players the City has selected before the test date. The training shall include guidelines in scoring, pitfalls to avoid in assessing and a practice session of scoring an exercise. Only trained assessors will participate in the testing process;
- Provide all of the typical equipment, supplies and materials for the training, orientation and testing process. The City of Lake Stevens may be asked to provide specific equipment related to exercises;
- Create the grading process that conforms to the City’s Civil Service Commission’s rules;
- Through an empirical process that incorporates the candidate’s performance, the weighted dimensions, and the City’s Civil Service Commission’s rules, create a final rank order listing of the candidates tested;
- Survey each candidate for their observations of the promotional process and assessment center’s relevance to the position being tested for; and
- Survey the assessors for their observations and seek opportunities to continuously improve the process.

Phase Three: Post Test Activities

- Each candidate receives the written commendations and recommendations that are created by the assessors. These are separate from the objective score sheets and are intended to assist the candidate in their professional development; and
- Provide the City with all the documents related to testing, training and the scoring of candidates. This typically includes: the instructions for each exercise, original copies of the score sheets for each candidate created by the assessors, a matrix of the weighted dimensions as they were applied to each exercise, a copy of the raw scores for each candidate in each exercise and for each dimension, the assignment sheet of candidates to letter designators with corresponding photographs, a copy of the training outline provided to the assessors, a copy of the training outline provided to the candidates, a copy of the test schedule, and a copy of the written comments made by the assessors to each candidate.
- PST shall appear in any City of Lake Stevens administrative or civil service proceeding in order to testify to and provide any and all necessary information to document the validity of the testing process, to participate in the defense of the testing process conducted by PST pursuant to this Agreement and to otherwise provide any information necessary to the Civil Service Commission to evaluate challenges to or appeals from the testing process. PST shall appear without additional charge to the City.

Resources to be provided by the CITY OF LAKE STEVENS:

The City of Lake Stevens shall agree to:

- Provide to PST a copy of those sections of your Civil Service Rules and if applicable, your collective bargaining agreement, that relate to this promotional testing process.
- Provide a Subject Matter Expert(s) to assist in the development of the exercises, distribute and collect surveys that provide an analysis of the position being tested for, and distribute and collect a survey that provides the relative importance of the supervisory dimensions to be measured in the assessment center. The work of the Subject Matter Expert will happen on or before the agreed upon deadlines. The City's Subject Matter Expert will be available on the day of testing as a resource to answer questions;
- Obtain a minimum of two (2) qualified assessors per exercise and role players if necessary. PST will work with the City to assist in the identification of appropriate assessors;
- Have the appropriate supervisory and management personnel participate in the surveys of the job task analysis and the behavioral dimensions;
- Provide the physical facilities appropriate for the Candidate Workshop, the Assessor Training and the assessment center (including the selected exercises). Provide meals, refreshments and beverages for the assessors, candidates, and PST staff;
- At the end of the final day of testing, agencies find it very beneficial to have the department head and management team present during the discussion with the assessors to hear comments and insights about the candidates;
- If necessary, cover the costs of the assessors; and
- Pay any travel-related and per diem expenses for the PST staff – as set forth below.

Professional Fees:

SERVICES REQUESTED BY CITY:

For up to 8 Candidates (one-day A/C)

4 Exercises, \$5,900

5 Exercises, \$7,300

For 9 to 16 Candidates (two-day A/C)

4 Exercises, \$7,900

5 Exercises, \$9,300

Plus, PST staff's travel expenses, using the federal mileage and per diem rates for your agency's location. Currently these rates are \$0.565 per mile and \$71 per day for meals.

For each additional day of testing, add \$2,000

The above figure includes all of the costs associated with the development and execution of the promotional test process unless defined above and/or specifically approved in advance by the City of Lake Stevens.

Additional Services:

Assessment centers developed by PST are not “off the shelf” products and are highly customized for the client agency. Our testing model also includes options the client may wish to consider.

Profiles Performance Indicator

Using a state of the art occupational assessment tool known as the Profile Performance Indicator (PPI), an individualized report focusing on critical aspects of management competency such as on-the-job attitudes, emotions and behaviors is produced for the candidate and their current or future manager. **PPI: \$225 per Candidate**

Additional Candidate’s Workshops: One workshop is included for each assessment center. Additional workshop(s) are available if needed to accommodate the schedules of candidates. **\$500 each session**

Work Performance Rating: A unique method to incorporate the candidate’s prior work performance into the promotional testing process, this is separate from our exercises and clients determine the weight of this event. This uses documentation, surveys and a facilitated discussion with the candidate’s supervisors to place scores on five performance dimensions. **\$1,500 for up to 8 candidates, \$2,500 for 9 to 16 candidates**



LAKE STEVENS CITY COUNCIL
STAFF REPORT

Council Agenda Date: January 13, 2014

Subject: Adoption of 2014 Legislative Priority List

Contact Person/Department: Jan Berg, City Administrator

Budget Impact: None

RECOMMENDATION(S)/ACTION REQUESTED OF COUNCIL:

Adopt 2014 Legislative Priority List for the City of Lake Stevens.

SUMMARY/BACKGROUND:

The Economic Development Council Subcommittee met with the City's lobbyists, the Mayor and Department Heads in October to begin to form the legislative priorities for the 2014 legislative session. The attached list was developed with information from this meeting along with review of the City's adopted capital improvement program and economic development subareas plans, potential grant funding opportunities and review of the Association of Washington Cities legislative priorities.

This list will be used as City Officials and City Staff meet with Legislators during the 2013 session.

APPLICABLE CITY POLICIES:

N/A

BUDGET IMPACT:

None

ATTACHMENTS:

- ▶ Exhibit A: 2014 Legislative Priority List



2014 Legislative Priority List

Enact a Transportation Package/Complete the SR 9/SR 204 Interchange -- The City of Lake Stevens urges lawmakers to enact a comprehensive transportation investment package. A top priority in that package must be the completion of State Route 9/State Route 204, a key SR 9 corridor project for safety, job creation, economic sustainability and growth, and congestion relief.

Additionally, Lake Stevens urges legislators to include the following in any transportation package:

- Dedicating a portion of new fuel tax revenue to direct distributions to cities and counties for their local road maintenance needs;
- Local transportation financing options for cities and counties to use in their own communities;
- Enhanced funding for grant programs, such as the Transportation Improvement Board (TIB), Freight Mobility Strategic Investment Board (FMSIB), Safe Routes to Schools, and “Complete Streets” to address corridor needs, freight movements, safety, and multi-modal issues.

Protect and restore state revenues critical to the Operating and Capital needs of local government – Lake Stevens will strongly support and participate in coalition efforts to restore key revenues critical to helping local governments provide services and address infrastructure needs. In particular, the City will support legislation designed to re-establish growth in **liquor revolving account revenues**; a budget request to return 100 percent of **liquor excise tax distributions** to local governments; funding to help cities offset the costs of a new court rule on **indigent defense** caseloads; and restoring funding to the highly-successful **Public Works Assistance Account**.

Cost recovery for public records requests– Lake Stevens strongly supports the ‘sunshine’ and transparency objectives behind the Public Records Act. However, given growing cost burdens for certain types of requests, the City will support legislation to help provide cost recovery for local agencies on the growing area of electronic records requests; and for public records that are clearly for a commercial purpose and used for sale/resale purposes.

2014 Support/Oppose Positions

SUPPORT -- Provide additional economic development and infrastructure investment tools for cities – Lake Stevens supports initiatives to establish new Tax Increment Financing (TIF)-like tools in the State of Washington, or at the very least to authorize additional funding for the existing “Local Revitalization Financing” (LRR) program. These programs are critical to helping local communities bring infrastructure investments to help major developments happen sooner and more substantially and to attract economic development to our state vs. losing industrial recruiting battles to neighboring states.

OPPOSE – Measures that undermine local control, local authority -- Lake Stevens joins other cities and local governments in opposing legislative initiatives that would undermine local control or impose new mandates. Legislation the City will keep a particularly close eye on includes:

- Legislation that would mandate deferring single-family home **impact fee collections** to the point of sale or point of occupancy. This would impose significant cost burdens on many cities;
- Legislation that would **require cities to collect fire impact fees** for fire districts;
- Legislation that would **mandate residential fire sprinkler construction in residences**. The City prefers to retain the current flexibility through the State Building Code Council;
- Legislation putting **new voter approval requirements around water-sewer district ‘assumptions’**



LAKE STEVENS CITY COUNCIL
STAFF REPORT

Council Agenda Date: January 13, 2014

Subject: Professional Services Agreement with Strategies 360 Inc.

Contact Person/Department: City Administrator Jan Berg **Budget Impact:** \$4,500

RECOMMENDATION(S)/ACTION REQUESTED OF COUNCIL:

Authorize Mayor to Sign Professional Services Agreement with Strategies 360 Inc. for lobbying services on for the SR9 Coalition

SUMMARY/BACKGROUND:

In October, 2010 the City of Lake Stevens joined with the cities of Arlington, Marysville and Snohomish in hiring a lobbyist to work with the State Legislator on transportation needs of the State Route 9 corridor. This partnership has proven to be a successful and low cost way to get a strong voice for the transportation needs of the SR9 corridor.

Late last year the cities of Marysville and Arlington decided that they would continue their participation and support for the SR9 Coalition but not participated in the cost of the lobbyist as they currently do not have priority projects on the corridor. The recommendation from the cities of Lake Stevens and Snohomish is to jointly participate in continuing the lobbying effort for the three month legislative session in 2014 as both of our cities currently have a SR9 corridor project on the transportation list if a funding package is approved this year.

BUDGET IMPACT:

\$4,500 for the City of Lake Stevens in 2014

ATTACHMENTS:

- ▶ Exhibit A: 2014 Agreement with Strategies 360 Inc.

**PROFESSIONAL SERVICES AGREEMENT BETWEEN
CITY OF LAKE STEVENS
AND STRATEGIES 360 INC. FOR CONSULTANT SERVICES**

THIS AGREEMENT (“Agreement”) is made and entered into by and between the City of Lake Stevens, a Washington State municipal corporation (“City”), and Strategies 360 Inc., a Washington Corporation (“Consultant”).

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

ARTICLE I. PURPOSE

The purpose of this Agreement is to provide the City with consultant services regarding lobbying services for the SR9 Coalition as described in Article II. The general terms and conditions of the relationship between the City and the Consultant are specified in this Agreement.

ARTICLE II. SCOPE OF SERVICES

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

ARTICLE III. OBLIGATIONS OF THE CONSULTANT

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

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

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

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

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

III.3 TERM. The term of this Agreement shall commence on January 1, 2014 and shall terminate at midnight, March 31, 2014. The parties may extend the term of this Agreement by written mutual agreement.

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

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

III.6 INDEMNITY. Indemnification/Hold Harmless Consultant shall defend, indemnify and hold the City, its officers, officials, employees and volunteers harmless from any and all claims, injuries, damages, losses or suits including attorney fees, arising out of or resulting from the acts, errors or omissions of the Consultant in performance of this Agreement, except for injuries and damages caused by the sole negligence of the City. Should a court of competent jurisdiction determine that this Agreement is subject to RCW 4.24.115, then, in the event of liability for damages arising out of bodily injury to persons or damages to property caused by or resulting from the concurrent negligence of the Consultant and the City, its officers, officials, employees, and volunteers, the Consultant's liability, including the duty and cost to defend, hereunder shall be only to the extent of the Consultant's negligence. It is further specifically and expressly understood that the indemnification provided herein constitutes the Consultant's waiver of immunity under Industrial Insurance, Title 51 RCW, solely for the purposes of this indemnification. This waiver has been mutually negotiated by the parties. The

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

III.7 INSURANCE.

a. **Minimum Limits of Insurance.** The Consultant shall procure, and maintain for the duration of the Agreement, insurance against claims for injuries to persons or damage to property which may arise from or in connection with the performance of the work and services hereunder by the Consultant, its agents, representatives, employees or subcontractors. The Consultant shall, before commencing work under this agreement, file with the City certificates of insurance coverage and the policy endorsement to be kept in force continuously during this Agreement, in a form acceptable to the City. Said certificates and policy endorsement shall name the City, its officers, elected officials, agents and/or employees as an additional named insured with respect to all coverages except professional liability insurance and workers' compensation. The minimum insurance requirements shall be as follows:

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

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

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

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

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

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

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

e. **Insurance shall be Primary.** The Consultant's insurance coverage shall be primary insurance as respect the City. Any insurance, self-insurance, or insurance pool

coverage maintained by the City shall be excess of the Consultant's insurance and shall not contribute with it.

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

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

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

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

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

III.11 INDEPENDENT CONTRACTOR.

a. The Consultant and the City understand and expressly agree that the Consultant is an independent contractor in the performance of each and every part of this

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

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

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

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

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

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

ARTICLE IV. OBLIGATIONS OF THE CITY

IV.1 PAYMENTS.

a. The Consultant shall be paid by the City for services rendered under this Agreement as described in the Scope of Services and as provided in this section. In no event shall the compensation paid to Consultant under this Agreement exceed \$9,000.00 without the written agreement of the Consultant and the City. Such payment shall be full compensation for work performed and services rendered and for all labor, materials, supplies, equipment and incidentals necessary to complete the work. In the event the City elects to expand the scope of services from that set forth in Exhibit A, the City shall pay Consultant a mutually agreed amount.

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

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

d. Payments will be \$3,000.00 for each month.

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

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

ARTICLE V. GENERAL

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

City of Lake Stevens
Attn: City Administrator Jan Berg
P.O. Box 257
Lake Stevens, WA 982258

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

Strategies 360 Inc.
Attn: Al Aldrich
1505 Westlake Ave N. Suite 1000
Seattle, WA 98109

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

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

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

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

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

V.5 SEVERABILITY

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

b. If any provision of this Agreement is in direct conflict with any statutory provision of the State of Washington, that provision which may conflict shall be deemed inoperative and null and void insofar as it may conflict, and shall be deemed modified to conform to such statutory provision.

V.6 NONWAIVER. A waiver by either party hereto of a breach by the other party

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

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

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

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

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

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

DATED this _____ day of _____, 20__.

CITY OF LAKE STEVENS

STRATEGIES 360 INC., CONSULTANT

By _____
Vern Little, Mayor

By _____

Approved as to form:

Grant K. Weed, City Attorney

EXHIBIT A SCOPE OF WORK

January thru March 2014

1. Schedule meetings with Senate and House Transportation Committee leadership to understand their approach to the session and building a transportation budget for special projects, and to maintain SR 9's high-priority position.
2. Schedule meetings with other members of the Transportation Committees and key committee staff to maintain SR 9's high-priority position and to understand any changes in dynamics.
3. Work with SR 9 Coalition leadership to ensure written materials and visual materials are current.
4. Plan and schedule a visit by SR 9 Coalition members to Olympia on a day during the first few weeks of the Legislative session. Schedule individual meetings with legislators from the Transportation Committees, focusing on legislators from the surrounding areas. Choreograph the entire day, including preparation of materials for the meetings with legislators. Provide important background information to SR 9 Coalition participants.
5. Continue to attend regular meetings of SCCIT, WHUF and other transportation groups to monitor events and to continue to ensure SR 9's position as a preferred project.
6. Continue to stay in touch with key WSDOT staff as the budget is developed.
7. Participate, to the extent possible, in Transportation Partnership meetings and activities.
8. Meet with all legislators from legislative districts surrounding the SR 9 corridor to ensure they are familiar with the project.
9. Provide updates at least weekly and a monthly written summary of activities and important events.
10. Monitor federal activities for important news and grant opportunities.



LAKE STEVENS CITY COUNCIL
STAFF REPORT

Council Agenda Date: January 13, 2014

Subject: Interlocal Agreement for Lobbying Services – State Route 9 Coalition

Contact Person/Department: City Administrator Jan Berg **Budget Impact:** \$4,500

RECOMMENDATION(S)/ACTION REQUESTED OF COUNCIL:

Approve the new Interlocal Agreement for lobbying services for the SR9 Coalition.

SUMMARY/BACKGROUND:

For the previous three years the major four cities representing the State Route 9 Coalition (Lake Stevens, Arlington, Marysville and Snohomish) have shared in the cost of a lobbyist to assist in elevating the awareness and need of project funding for State Route 9 transportation projects. This effort has proven to be successful in helping to educate the State Legislator on the transportation needs of State Route 9 and in receiving funding for projects along this corridor.

In late 2013 the Mayors of the cities of Marysville and Arlington determined that they would continue their participation and support for the SR9 Coalition but have decided not to participate in the funding of a lobbyist as they currently do not have a priority project on the corridor. As a result, the proposed agreement is between the City of Lake Stevens and the City of Snohomish to continue funding the lobbying effort for the three month legislative session. Due to the limited contract length, the contract amount will be less than what was paid by each entity in the past years.

BUDGET IMPACT:

For 2014 cost is \$4,500 for the City of Lake Stevens

ATTACHMENTS:

- ▶ Exhibit A: Interlocal Agreement

INTERLOCAL AGREEMENT FOR LOBBYING SERVICES

THIS INTERLOCAL AGREEMENT FOR LOBBYING SERVICES (“Agreement”) is entered into by and between the City of Lake Stevens, a Washington municipal corporation (“Lake Stevens”), and the City of Snohomish, a Washington municipal corporation (“Snohomish”) (collectively referred to hereinafter as the “Cities”).

WHEREAS, the Interlocal Cooperation Act, RCW Chapter 39.34, provides that public agencies may enter into agreements for joint or cooperative action; and

WHEREAS, the Cities believe that certain improvements to Washington State Highway 9 are necessary and in the best interests of their respective communities; and

WHEREAS, the Cities desire to secure funding for the necessary improvements to Highway 9 and ensure that the best interests of their respective community is represented in the decision-making processes of the Washington State Legislature with regard to this matter; and

WHEREAS, the City of Lake Stevens is willing to enter into a professional services agreement with Strategies 360 for the purpose of obtaining effective lobbying services to help secure funding for the Highway 9 improvements; and

WHEREAS, the Cities further desire to enter into this Agreement for the purpose obtaining lobbying services to help in securing funding for the Highway 9 improvements and to reimburse the City of Lake Stevens for the costs of said lobbying services; and

NOW, THEREFORE, in consideration of the mutual covenants, conditions, promises, and agreements set forth herein, it is agreed by and between the Cities as follows:

1. LOBBYING SERVICES

Contingent upon approval and execution of this Agreement, the City of Lake Stevens shall enter into a professional services agreement with Strategies 360 for the purpose of obtaining effective lobbying services to help secure funding for the Highway 9 improvements. The scope of these lobbying services is described in attached and incorporated Exhibit A.

2. PAYMENT

The City of Lake Stevens shall pay Strategies 360 \$3,000.00 on a monthly basis for the months of January 2014, February 2014 and March 2014 in accordance with the professional services agreement for all lobbying services performed on behalf of the Cities. Both participating Cities shall be responsible for an equal share of the costs due to the Consultant for each monthly invoice and the City of Snohomish shall reimburse the City of Lake Stevens for their respective monthly share of the costs and shall do so within thirty (30) calendar days of receipt of appropriate documentation from the City of Lake Stevens.

3. TERM AND TERMINATION OF AGREEMENT

A. This Agreement shall become effective upon execution by the Cities and shall continue in effect unless terminated as provided below.

B. Any City may withdraw from and terminate participation under this Agreement upon the giving of thirty (30) calendar days advance written notice of intent to withdraw/terminate to the other Cities. A withdrawing City shall be responsible for its proportionate share of compensation due the City of Lake Stevens under Section 2 for the month when the City's withdrawal/termination is effective.

4. EXTENT OF AGREEMENT/MODIFICATION

This Agreement, together with attachments or addenda, represents the entire and integrated Agreement between the parties and supersedes all prior negotiations, representations, or agreements, either written or oral. This Agreement may be amended, modified or added to only by written instrument properly signed by all participating Cities.

5. SEVERABILITY

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

B. If any provision of this Agreement is in direct conflict with any statutory provision of the State of Washington, that provision which may conflict shall be deemed inoperative and null and void insofar as it may conflict, and shall be deemed modified to conform to such statutory provision.

6. NOTICES

Unless otherwise directed in writing, notices, reports, invoices, payments and other documents shall be delivered to each City as follows:

City of Snohomish
Attn: Larry Bauman
116 Union Ave
Snohomish WA 98290

City of Lake Stevens
Attn: Jan Berg
1812 Main Street
Lake Stevens WA 98258

Notices mailed by any party shall be deemed effective on the date mailed. Any party may change its address for receipt of reports, notices, invoices, payments and other documents by giving the other parties written notice of not less than seven (7) calendar days prior to the effective date.

7. GOVERNING LAW

This Agreement shall be governed by and construed in accordance with the laws of the State of Washington.

8. VENUE

The venue for any action to enforce or interpret this Agreement shall lie in the Superior Court of Washington for Kitsap County, Washington.

9. COUNTERPARTS

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

10. FILING.

As provided by RCW 39.34.040, this Agreement shall be filed prior to its entry in force with the respective City Clerk of each participating City and the Snohomish County Auditor, or, alternatively, listed by subject on the website of each participating City and the County.

IN WITNESS WHEREOF, the parties have executed this Agreement as of _____, 2014.

CITY OF SNOHOMISH

Larry Bauman, City Manager

ATTEST/AUTHENTICATED:

Torchie Cory, City Clerk

APPROVED AS TO FORM

Grant Weed, City Attorney

CITY OF LAKE STEVENS

Vern Little, Mayor

ATTEST/AUTHENTICATED:

Norma Scott, City Clerk

APPROVED AS TO FORM

Grant K. Weed, City Attorney



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LAKE STEVENS CITY COUNCIL
STAFF REPORT

Council Agenda Date: January 13, 2014

Subject: Draft I-502 Marijuana Regulations (LUA2013-0096) – Briefing

Contact Person/Department: Russ Wright, Planning **Budget Impact:** None

RECOMMENDATION(S)/ACTION REQUESTED OF COUNCIL: **Direct staff on a preferred zoning option.**

BACKGROUND:

Snohomish County voters approved I-502 by 54.59% and Lake Stevens voters approved I-502 by 53.06% to allow the production, processing, and retail sales of marijuana and marijuana products. Staff has briefed the Planning Commission and City Council on the implementation of I-502 regulations for recreational marijuana.

At the last Planning Commission meeting, staff discussed implementation options with the Commissioners that included adopting permanent or interim regulations and local flexibility to limit facilities by size and zone. Staff discussed the primary code elements to be addressed including business licensing, definitions, potential zoning areas for permissible uses and potential special regulations. Individual Planning Commission members expressed different concerns and opinions related to the implementation of I-502 ranging from public safety, potential crime and limiting the size of production and retail facilities to prohibiting outright. Commission members were also concerned about allowing retail sites in small commercial zones near residential areas. Planning Commissioners ultimately recommended staff present implementation options to Council and bring back additional information.

Planning and Police staff met with neighboring jurisdictions (e.g., Marysville, Arlington and Granite Falls) to discuss each city's individual approach to implementing I-502. There was not a consensus among the cities for a single regional approach. All cities were considering draft regulations and implementation alternatives for their city leadership.

- Marysville is currently under a moratorium. They formed a special committee to develop implementation alternatives for marijuana facilities, which include permanent regulations for production, processing and retail in designated zones, interim regulations and prohibition. These alternatives will be presented at a future public hearing.
- Arlington is also currently under a moratorium. They will be developing permanent regulations for locating marijuana facilities for production, processing and retail in designated zones.
- Granite Falls is currently not allowing cultivation as its code does not permit production of agricultural crops in city limits. They will likely consider zoning based regulations for processing and retail sales.

The following options combine the Planning Commission's recommendations with the approaches described by other jurisdictions. Staff recommends that Council consider Option 2.

IMPLEMENTATION OPTIONS:

1. Adopt permanent regulations for the licensing, production, processing and sale of marijuana and marijuana products pursuant to Chapter 314-55 WAC.
2. Adopt permanent regulations for the licensing, production, processing and sale of marijuana and marijuana products pursuant to Chapter 314-55 WAC, **with local amendments.**
3. Adopt interim regulations for a year to analyze impacts.
4. Prohibit the licensing, production, processing and sale of marijuana and marijuana products.

OPTION 1 — PERMANENT REGULATIONS:

1. Chapter 4.04 Business Licenses and Regulations:

- Allow marijuana facilities if the applicant has a current state license to operate a marijuana facility; and
- Separate marijuana business licenses from traditional agricultural products, which are exempt from a business license.

2. Chapter 14.08 Basic Definitions and Interpretations:

- Amend definitions for "Day Care Center, Commercial" and Day Care, In-Home" by referring to "Child Care Center" definition.
- Add new definitions related to the state regulations for marijuana facilities including child care center, elementary school, game arcade, library, marijuana facility, marijuana processing facility, marijuana production facility, marijuana retail facility, playground, public park, public transit center, recreation center or facility, and secondary school.

3. Chapter 14.16C Land Use Actions, Permits and Determinations - Decision Criteria and Standards:

- Add prohibition for marijuana facilities for home occupations.

4. Chapter 14.38 Subarea Plans:

- Identify if marijuana facilities are permitted or not in individual zoning districts.
- Staff is proposing to allow sales in the Commercial District.

5. Chapter 14.40 Permissible Uses:

- Staff is proposing to allow production, processing and retail sales in the Light Industrial and General Industrial zones.

6. Chapter 14.44 Supplementary Use Regulations:

- Add a section for specific regulations related to Recreational Marijuana State-Licensed Facilities for Production, Processing and Retail."

OPTION 2 — PERMANENT REGULATIONS WITH LOCAL AMENDMENTS

1. Same as Option 1, plus

- Consider size restrictions for production/processing facilities based on tier licensing (i.e., limiting production and processing facilities to 10,000 sq feet or less);

- Consider size restrictions for retail locations (i.e., limiting retail facilities to 1,000 sq feet or less); and/or
- Consider separation between facilities (i.e., requiring a 1,000-foot separation between marijuana facilities).

OPTION 3 - INTERIM REGULATIONS

1. Could be the same as Option 1 or 2

- Regulations would be in place for 12 months, allowing the city an opportunity to evaluate effectiveness of regulations.
- At the end of the period, regulations could be extended, repealed, revised or made permanent.

OPTION 4 - PROHIBITION: Prohibit marijuana facilities within city through ban or zoning controls.

APPLICABLE CITY POLICIES: Title 4 LSMC (Business Licenses and Regulations) and Title 14 LSMC (Land Use Code)

BUDGET IMPACT: No budget impact.

ATTACHMENTS:

- A. Draft 1-502 Regulations
- B. Draft Marijuana Overlay Maps

DRAFT I-502 MARIJUANA REGULATIONS

Section 1. LSMC 4.04.040(c) – Amended. LSMC 4.04.040(c) is hereby added to read as follows:

4.04.040 Exemptions.

(c) Marijuana producers, processors and retail facilities are subject to licensing, fees and building permit requirements.

Section 2. LSMC 4.04.070(c) – Amended. LSMC 4.04.040(c) is hereby amended to read as follows:

4.04.070 Procedure for Issuance of License.

- (c) An application for a business license shall be denied if:
- (1) It contains a material omission of fact, misrepresentation or fraud;
 - (2) The applicant has been convicted of a felony and if the time elapsed since the felony is less than 10 years and the felony for which the applicant was convicted directly relates to the specific business for which the license is sought. Applicants who have a current state license to operate a marijuana facility and who have applied for a business license to operate a marijuana business are subject to Washington State Liquor Control Board Rules regarding felony convictions;
 - (3) The premises on or in which the business will be operated violates a building, zoning, fire or any other applicable law of the City;
 - (4) The applicant has not received or has been denied a land use permit to operate the proposed business at the address proposed;
 - (5) The business for which the license is sought will result in a danger to the public health, safety or welfare, or the violation of any Federal (except for current state-licensed recreational marijuana producers, processors or retailers), State or local law, ordinance or regulations; or
 - (6) The applicant has had a similar license revoked by the City within a period of one year prior to the date of making application for a license hereunder; provided, that any applicant denied a license under the provisions of this chapter may reapply if and when the reasons for denial no longer exist.

Section 3. LSMC 4.04.150(a) – Amended. LSMC 4.04.150(a) is hereby amended to read as follows:

4.04.150 Suspension or Revocation of License - Grounds.

- (a) Depending upon the severity of any public health and safety problem presented by a violation of this chapter and based upon the recommendation of the appropriate department head, the City Clerk may suspend, deny or revoke any business license when the licensee, licensee's officers, employees or agents does any of the following:
- (1) Knowingly causes, aids, abets or conspires with another to cause any person to violate any of the laws of this State, or the City which may affect or relate to the licensee's business;
 - (2) Has obtained a license or permit by fraud, misrepresentation, concealment or through inadvertence or mistake;
 - (3) Has been convicted of a felony and if the time elapsed since the felony is less than 10 years and the felony for which the licensee was convicted directly relates to the specific business for which the license was sought, except for business licenses issued to operators of a marijuana facility who have a current state license to operate a marijuana facility, which are subject to the Washington State Liquor Board rules for ;
 - (4) Violates Lake Stevens Municipal Code Title 14, Land Use Code;
 - (5) Engages in unfair or deceptive acts or practices in the conduct of the business, operated the business in such a manner as to constitute breach of the peace, or menace to the health, safety or general welfare of the public; or
 - (6) Fails to renew a business license within 90 days after the expiration date of the license.

Section 4. LSMC 14.08.010 – Amended. LSMC 14.08.010 is hereby amended to revise existing definitions and add new definitions as follows:

14.08.010 Definitions of Basic Terms.

Day Care Center, Commercial. Any child care arrangement that provides day care on a regular basis for more than 12 children of whom at least one is unrelated to the provider. See "Child Care Center" definition.

DRAFT I-502 MARIJUANA REGULATIONS

Day Care, In-Home. Any child care arrangement that provides day care on a regular basis for less than 12 children of whom at least one is unrelated to the provider. See “Child Care Center” definition.

Child Care Center (Definition related to recreational marijuana facilities regulations only). An entity that regularly provides child day care and early learning services for a group of children for periods of less than twenty-four hours licensed by the Washington State Department of Early Learning under chapter 170-295 WAC. Child care centers include “Commercial Day Care Center” and “In-Home Day Care” entities.

Elementary school (Definition related to recreational marijuana facilities regulations only). A school for early education that provides the first four to eight years of basic education and recognized by the Washington State Superintendent of Public Instruction.

Game Arcade (Definition related to recreational marijuana facilities regulations only). An entertainment venue featuring primarily video games, simulators, and/or other amusement devices where persons under twenty-one years of age are not restricted.

Library (Definition related to recreational marijuana facilities regulations only). An organized collection of resources made accessible to the public for reference or borrowing supported with money derived from taxation.

Marijuana Facility (Definition related to recreational marijuana facilities regulations only). A state-licensed marijuana production, processing, or retail facility or a medical cannabis collective garden. Marijuana facilities shall not be a home occupation.

Marijuana Processing Facility (Definition related to recreational marijuana facilities regulations only). An entity licensed by the State of Washington Liquor Control Board to process marijuana into useable marijuana and marijuana-infused products, package and label usable marijuana and marijuana-infused products for sale in retail outlets, and sell useable marijuana and marijuana-infused products at wholesale to marijuana retailers. A marijuana processing facility shall not be a home occupation.

Marijuana Production Facility (Definition related to recreational marijuana facilities regulations only). An entity licensed by the State of Washington Liquor Control Board to produce marijuana at wholesale to marijuana processor licensees and to other marijuana producers. A marijuana production facility shall not be a home occupation.

Marijuana Retail Facility (Definition related to recreational marijuana facilities regulations only). An entity licensed by the State of Washington Liquor Control Board to sell only usable marijuana, marijuana-infused products and marijuana paraphernalia to persons twenty-one years of age and older in a retail outlet. A marijuana retail facility shall not be a home occupation.

Playground (Definition related to recreational marijuana facilities regulations only). A public outdoor recreation area for children, usually equipped with swings, slides, and other playground equipment, owned and/or managed by a city, county, state, or federal government.

Public Park (Definition related to recreational marijuana facilities regulations only). An area of land for the enjoyment of the public, having facilities for rest and/or recreation, such as a baseball diamond or basketball court, owned and/or managed by a city, county, state, federal government, or metropolitan park district. Public park does not include trails.

Public Transit Center (Definition related to recreational marijuana facilities regulations only). A facility located outside of the public right-of-way that is owned and managed by a transit agency or city, county, state, or federal government for the express purpose of staging people and vehicles where several bus or other transit routes converge. They serve as efficient hubs to allow bus riders from various locations to assemble at a central point to take advantage of express trips or other route to route transfers.

Recreation Center or Facility (Definition related to recreational marijuana facilities regulations only). A supervised center that provides a broad range of activities and events intended primarily for use by persons under twenty-one years of age, owned and/or managed by a charitable nonprofit organization, city, county, state, or federal government.

Secondary School (Definition related to recreational marijuana facilities regulations only). A high and/or middle school: A school for students who have completed their primary education, usually attended by children in grades seven to twelve and recognized by the Washington State Superintendent of Public Instruction.

DRAFT I-502 MARIJUANA REGULATIONS

Section 5. LSMC 14.16C.070(e) – Amended. LSMC 14.16C.070(e) is hereby amended to read as follows:

14.16C.070 Home Occupations.

- (e) Prohibited home occupations are enterprises which may create objectionable noise, fumes, odor, dust or electrical interference and may involve hazardous materials or on-site storage of petroleum products, and which are not compatible with residential development. The following is a nonexhaustive list of examples of such prohibited enterprises:
- (1) Automobile, truck and heavy equipment repair;
 - (2) Autobody work or painting;
 - (3) Parking and storage of heavy equipment;
 - (4) Storage of building materials for use on other properties; ~~((e))~~
 - (5) Marijuana production, processing or retail facility; or
 - (6) Similar types of enterprises.

Section 6. LSMC 14.38.02 – Amended. LSMC 14.38.02 is hereby amended to read as follows:

14.38.020 Zoning Districts.

- (a) Business District (BD). The purpose of this district is to promote community and regional employment and accommodate land uses such as corporate offices, general offices, research and development, medical clinics, technology, and light manufacturing and assembly. Secondary uses include warehousing, storage and distribution associated with a principal use and small-scale retail and services that support the principal uses and objectives of the district. This district should be located in areas with direct access to highways and arterials in addition to transit facilities, adequate public services and traffic capacity.
- (1) Principal Uses.
 - (i) Educational services (colleges and/or technical schools);
 - (ii) Finance and insurance;
 - (iii) Health care services;
 - (iv) Light manufacturing and assembly;
 - (v) Management of companies and enterprises;
 - (vi) Professional, scientific, and technical services; and
 - (vii) Transit-oriented development (including transit facilities/stops).
 - (2) Secondary Uses.
 - (i) Food services;
 - (ii) Information services;
 - (iii) Personal services;
 - (iv) Retail trade;
 - (v) Wholesale trade; and
 - (vi) Warehousing, storage and distribution.
 - (3) Special Regulations.
 - (i) Secondary service uses and retail trade shall not exceed 5,000 gross square feet;
 - (ii) Wholesale trade accessory to the principal use shall not exceed 15 percent of the gross floor area of individual structures;
 - (iii) Warehousing, storage and distribution accessory to the principal use shall not exceed 25 percent of the gross floor area of individual structures;
 - (iv) Places of worship over 10,000 gross square feet require a conditional use permit per Section 14.16C.045; and
 - (v) Wireless and cellular communications facilities require an administrative conditional use permit per Section 14.16C.015; and
 - (vi) Marijuana facilities are not allowed.

DRAFT I-502 MARIJUANA REGULATIONS

- (b) Commercial District (CD). The purpose of this district is to accommodate the high-intensity retail needs of the community and regional market by attracting a mix of large to small format retail stores and restaurants to create a vibrant and unified regional shopping center. Transportation accessibility, exposure to highways and arterials with adequate public services and traffic capacity characterize this district.
- (1) Principal Uses.
 - (i) Accommodation services;
 - (ii) Arts and entertainment;
 - (iii) Food services;
 - (iv) Retail trade; and
 - (v) Transit-oriented development (including transit facilities/stops).
 - (2) Secondary Uses.
 - (i) Amusement and recreation industries;
 - (ii) Commercial parking structures/lots;
 - (iii) Educational services (colleges and/or technical schools);
 - (iv) Finance and insurance;
 - (v) Health care services;
 - (vi) Information services;
 - (vii) Personal services;
 - (viii) Professional, scientific, and technical services; and
 - (ix) Public administration.
 - (3) Residential Uses.
 - (i) Mixed use multi-family residential units including apartments, condominiums, and live/work units, where the majority of residential units are located above commercial uses.
 - (4) Special Regulations.
 - (i) Health care, professional, scientific, and technical services require a conditional use permit per Section [14.16C.045](#) when the structure's footprint exceeds 10,000 gross square feet;
 - (ii) Places of worship over 10,000 gross square feet require a conditional use permit per Section [14.16C.045](#);
 - (iii) Wireless and cellular communications facilities require an administrative conditional use permit per Section [14.16C.015](#); and
 - (iv) Outdoor retail sales of building materials, garden equipment and supplies, and vehicles are permitted; and
 - (v) Marijuana retail facilities are permitted, subject to LSMC 14.44.097.
- (c) Main Street District (MS). The purpose of this district is to provide pedestrian-oriented commercial uses that serve the community and region by attracting a variety of small (up to 10,000 gross square feet) to mid-sized (approximately 30,000 gross square feet) businesses along with high-density residential uses in proximity to other retail and residential areas. Building design and pedestrian-oriented features would support an active and pleasant streetscape. This district should include enhanced sidewalks, public spaces and amenities for pedestrians and cyclists that emphasize pedestrian movement over vehicular movement.
- (1) Principal Uses.
 - (i) Arts and entertainment;
 - (ii) Food services;
 - (iii) Small to mid-size retail trade; and
 - (iv) Transit facilities/stops.
 - (2) Secondary Uses.

DRAFT I-502 MARIJUANA REGULATIONS

- (i) Amusement and recreation industries;
 - (ii) Commercial parking structures/lots;
 - (iii) Finance and insurance;
 - (iv) Health care services;
 - (v) Personal services;
 - (vi) Professional, scientific, and technical services; and
 - (vii) Public administration.
- (3) Residential Uses.
- (i) Mixed use multi-family residential units including apartments, condominiums, and live/work units, where the majority of residential units are located above commercial uses.
- (4) Special Regulations.
- (i) Automotive, boat, and recreational vehicle sales and services are not allowed.
 - (ii) Drive-through uses are not allowed between the building and right-of-way and are subject to screening requirements found in the applicable design guidelines.
 - (iii) Theaters and performing arts venues are limited to a maximum size of 500 seats.
 - (iv) The footprint of small to mid-size retail trade uses, in any single-use structure, may not exceed 30,000 gross square feet.
 - (v) Health care, professional, scientific, or technical service structures' footprints may not exceed 5,000 gross square feet.
 - (vi) Wireless and cellular communications facilities require an administrative conditional use permit per Section [14.16C.015](#).
 - (vii) Marijuana facilities are not allowed.
- (d) Mixed Use Neighborhood (MUN). The purpose of this district is to accommodate higher density residential development in proximity to employment and retail centers and provide basic convenience goods and services in areas with available public services and adequate traffic capacities. This district would have a minimum density of 15 dwelling units per acre. This district would create a transition between higher and lower intensity land uses.
- (1) Principal Uses.
- (i) Multi-family apartments and condominiums;
 - (ii) Townhomes and row houses; and
 - (iii) Residential over retail/office including live/work units.
- (2) Secondary Uses.
- (i) Neighborhood-oriented retail trade and personal services that meet the convenience shopping and services needs of the immediate and surrounding area.
- (3) Special Regulations.
- (i) Mixed use building configurations may include a vertical or horizontal stratification.
 - a. Retail and service uses located in attached mixed use buildings are limited to the ground level;
 - b. Sites with retail and service uses located in detached buildings are limited to a maximum floor area of 10,000 gross square feet;
 - c. Detached buildings with a footprint greater than 10,000 gross square feet require a conditional use permit per Section [14.16C.045](#);
 - d. Commercial uses should be oriented toward the primary frontage, with residential uses behind.
 - (ii) In the 20th Street SE Corridor, the district will allow innovative housing options per Chapter [14.46](#).
 - (iii) Automotive, boat, and recreational vehicle sales and services are not allowed.

DRAFT I-502 MARIJUANA REGULATIONS

- (iv) Drive-through uses are not allowed between the building and right-of-way and are subject to screening requirements found in the applicable design guidelines.
 - (v) Wireless and cellular communications facilities require an administrative conditional use permit per Section [14.16C.015](#).
 - (vi) Marijuana facilities are not allowed.
- (e) Neighborhood Business (NB). The purpose of this district is to provide convenience goods, services, and opportunities for smaller scale shopping centers near neighborhoods that cater to pedestrians and commuters. This district should be located in areas with available public services, transportation accessibility to arterials and adequate traffic capacities.
- (1) Principal Uses.
 - (i) Arts and entertainment;
 - (ii) Food services;
 - (iii) Personal services;
 - (iv) Small retail trade; and
 - (v) Transit facilities/stops.
 - (2) Secondary Uses.
 - (i) Amusement and recreation industries;
 - (ii) Finance and insurance;
 - (iii) Professional, scientific, and technical services; and
 - (iv) Public administration.
 - (3) Special Regulations.
 - (i) Automotive, boat, and recreational vehicle sales are not allowed.
 - (ii) Drive-through uses are subject to screening requirements found in the applicable design guidelines.
 - (iii) The footprint of any single structure may not exceed 10,000 gross square feet.
 - (iv) Wireless and cellular communications facilities require an administrative conditional use permit per Section [14.16C.015](#).
 - (v) Marijuana facilities are not allowed.

Section 7. LSMC 14.40.010 – Amended. LSMC 14.40.010 is hereby amended to read as follows:
14.40.010 Table of Permissible Uses.

Table 14.40.1 – Table of Permissible Uses by Zones is amended by adding a new Use Category 27.000 for State-Licensed Marijuana Facilities.

Attachment A
DRAFT I-502 MARIJUANA REGULATIONS

TABLE 14.40-I: TABLE OF PERMISSIBLE USES BY ZONES¹⁶

A blank box indicates a use is not allowed in a specific zone. Note: Reference numbers within matrix indicate special conditions apply.
 P - Permitted Use; A - Administrative Conditional Use; C - Conditional Use (See Section [14.40.020](#) for explanation of combinations)

USE DESCRIPTIONS		SR	WR	UR	HUR	MFR	NC ⁴	LB	CBD	MU ¹	PBD ⁵	SRC	LI	GI	P/SP	
27.000	STATE-LICENSED MARIJUANA FACILITIES ²¹															
27.100	Marijuana Processing Facility – Indoor Only												P	P		
27.200	Marijuana Production Facility – Indoor Only												P	P		
27.300	Marijuana Retail Facility												P	P		

²¹ Subject to Section [14.44.097](#) (State-Licensed Marijuana Facilities).

DRAFT I-502 MARIJUANA REGULATIONS

Section 8. Chapter 14.44 LSMC – Amended. Chapter 14.44 LSMC is hereby amended to add a new section LSMC 14.44.097 as follows:

14.44.097 State-Licensed Marijuana Facilities.

All state-licensed marijuana facilities shall meet the following development standards:

- (a) All facilities must be state-licensed and comply with all requirements of state law and the Washington State Liquor Control Board's regulations for state-licensed marijuana facilities.
- (b) No marijuana facility shall be allowed as a home occupation.
- (c) The definitions set forth in RCW 69.50.101-.102, WAC 314-55-010 and LSMC 14.08.010 shall control.
- (d) Location.
 - (1) No more than one facility shall be located on a single parcel.
 - (2) No state-licensed marijuana facility may locate within 1,000 feet of any other legally established, state-licensed marijuana facility. For the purposes of administering the 1,000 foot separation between state-licensed marijuana facilities, state-licensed marijuana facilities shall be considered legally established in the order in which they are issued a city business license.
 - (2) Marijuana retail and processing facilities shall be located fully within a permanent structure designed to comply with the city building code and constructed under a building/tenant improvement permit from the city regardless of the size or configuration of the structure.
 - (3) Marijuana production shall be located within a fully enclosed secure indoor facility or greenhouse with rigid walls, a roof, and doors designed to comply with the city building code and constructed under a building/tenant improvement permit from the city regardless of the size or configuration of the structure.
 - (4) Marijuana facilities shall not be located in mobile or temporary structures.
 - (5) No state-licensed marijuana facility shall be located within 1,000 feet of the perimeter of a parcel, which has at least one of the land uses listed below:
 - (i) Elementary or secondary school (public or private);
 - (ii) Playground;
 - (iii) Recreation center or facility;
 - (iv) Child care center;
 - (v) Public park;
 - (vi) Public transit center;
 - (vii) Library;
 - (viii) Any game arcade, which allows admission to persons less than 21 years of age.
- (e) Size.
 - (1) State-licensed production and processing facilities will be limited in size to 10,000 total square feet or less including processing, storage, office and other incidental spaces; and
 - (2) State-licensed retail locations will be limited in size to 1,000 total square feet or less including sales, storage, office and other incidental spaces.
- (f) No production, processing or delivery of marijuana may be visible to the public nor may it be visible through windows.
- (g) All fertilizers, chemicals, gases and hazardous materials shall be handled in compliance with all applicable local, state and federal regulations. No fertilizers, chemicals, gases or hazardous materials shall be allowed to enter a sanitary sewer or stormwater sewer system nor be released into the atmosphere outside of the structure where the facility is located.
- (h) No odors shall be allowed to migrate beyond the interior portion of the structure where a marijuana facility is located.

DRAFT I-502 MARIJUANA REGULATIONS

- (i) A City of Lake Stevens business license pursuant to Chapter 4.04 LSMC and a state license pursuant to Chapter 314-55 WAC shall be obtained prior to the start of facility operations.
- (i) All facilities shall comply with Chapter 19.27 RCW, State Building Code Act and Chapter 14.80 LSMC Buildings and Construction. Appropriate permits shall be obtained for all changes of use, tenant improvements, mechanical system improvements, electrical upgrades and similar work.
- (i) Each retail licensed premises may have one sign, limited to sixteen hundred square inches (11.11 square feet), identifying the retail outlet by the licensee's business name or trade name, affixed or hanging in the windows or on the outside of the premises visible to the general public from the public right of way, subject to issuance of a sign permit pursuant to Chapter 14.68 LSMC.

DRAFT



----- CITY OF -----
LAKE STEVENS
 DRAFT MARIJUANA OVERLAY MAP

Features

- City of Lake Stevens
- Unincorporated UGA
- Protected Entities*
- 1000-Buffer

Subarea Zones

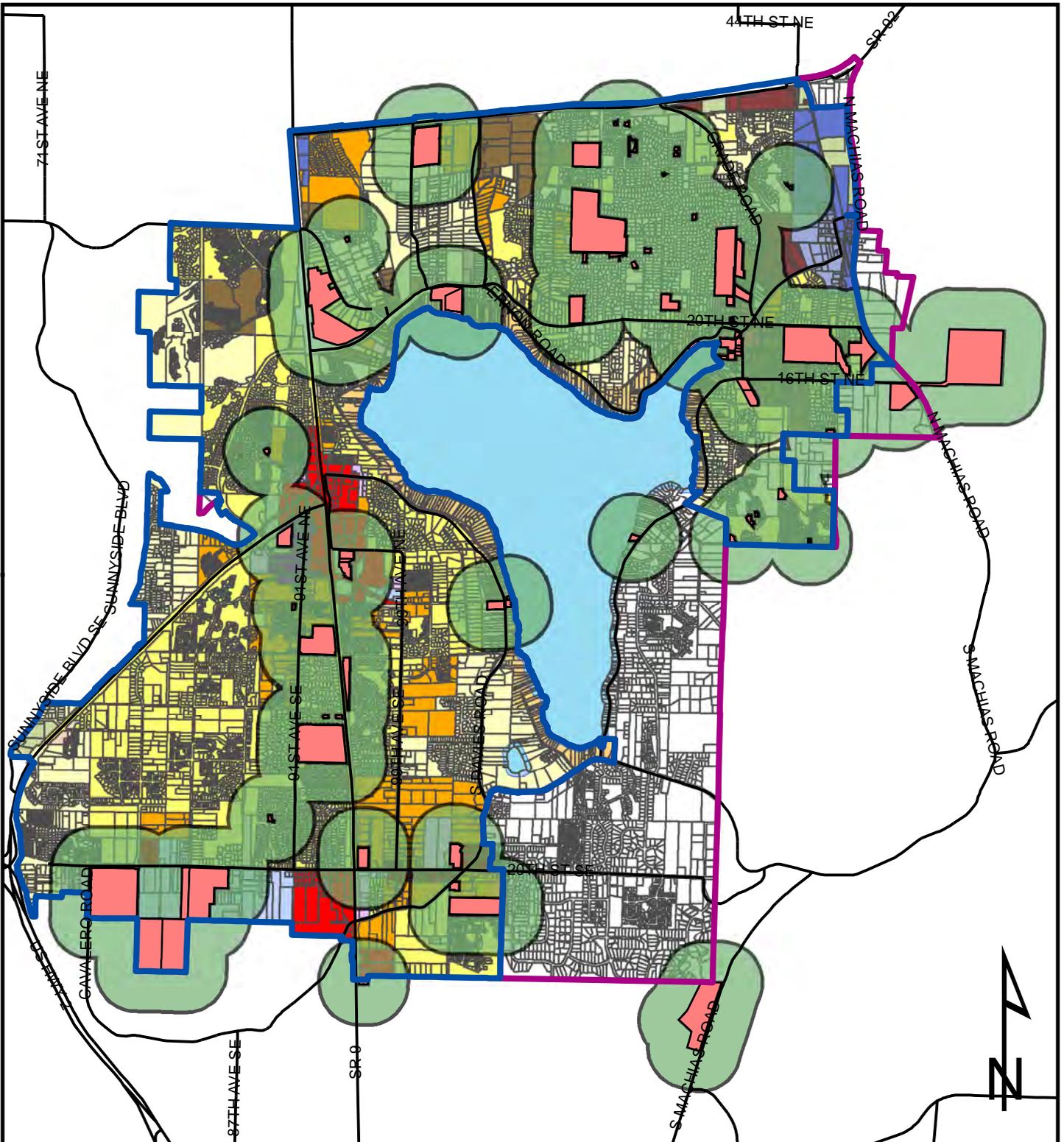
- Urban Residential (UR)
- High Urban Residential (HUR)
- Mixed-Use Neighborhood (MUN)
- Main Street (MS)
- Commercial District (CD)
- Neighborhood Business (NB)
- Business District (BD)
- Public / Semi-Public (P/SP)

City Zones

- Suburban Residential (SR)
- Urban Residential (UR)
- High Urban Residential (HUR)
- Waterfront Residential (WR)
- Multi-Family Residential (MFR)
- MF Development Agreement (MFDA)
- Local Business (LB)
- Mixed Use (MU)
- Central Business District (CBD)
- Planned Business District (PBD)
- Light Industrial (LI)
- General Industrial (GI)
- GI Development Agreement (GIDA)
- Public / Semi-Public (P/SP)

DRAFT 12-31-13

*Protected entities are those entities described in WAC 314-55-050 (10) and are subject to a 1,000 foot separation from marijuana facilities.





CITY OF
LAKE STEVENS

DRAFT MARIJUANA OVERLAY MAP - NE

Features

- City of Lake Stevens
- Unincorporated UGA
- Protected Entities*
- 1000-Buffer

City Zones

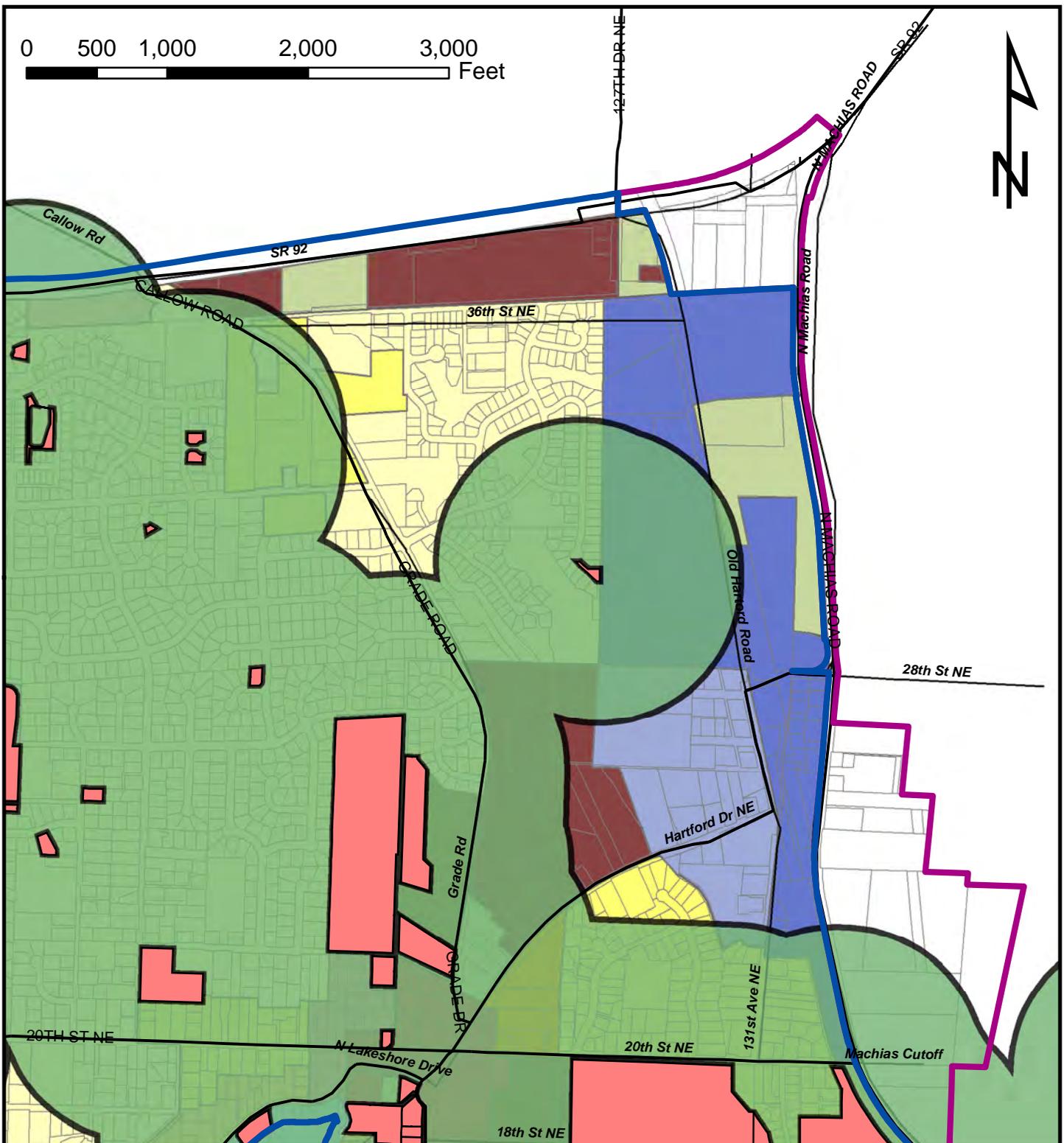
- Suburban Residential (SR)
- Urban Residential (UR)
- High Urban Residential (HUR)
- Waterfront Residential (WR)
- Multi-Family Residential (MFR)
- MF Development Agreement (MFDA)
- Local Business (LB)

- Mixed Use (MU)
- Central Business District (CBD)
- Planned Business District (PBD)
- Light Industrial (LI)
- General Industrial (GI)
- GI Development Agreement (GIDA)
- Public / Semi-Public (P/SP)

*Protected entities are those entities described in WAC 314-55-050 (10) and are subject to a 1,000 foot separation from marijuana facilities.

Properties outside the protective buffer with appropriate zoning may have marijuana uses subject to review & approval

DRAFT 12-31-13





CITY OF
LAKE STEVENS

DRAFT MARIJUANA OVERLAY MAP - LSC

Features

- City of Lake Stevens
- Unincorporated UGA
- Protected Entities*
- 1000-Buffer

Subarea Zones

- Urban Residential (UR)
- High Urban Residential (HUR)
- Mixed-Use Neighborhood (MUN)
- Main Street (MS)
- Commercial District (CD)
- Neighborhood Business (NB)
- Business District (BD)
- Public / Semi-Public (P/SP)

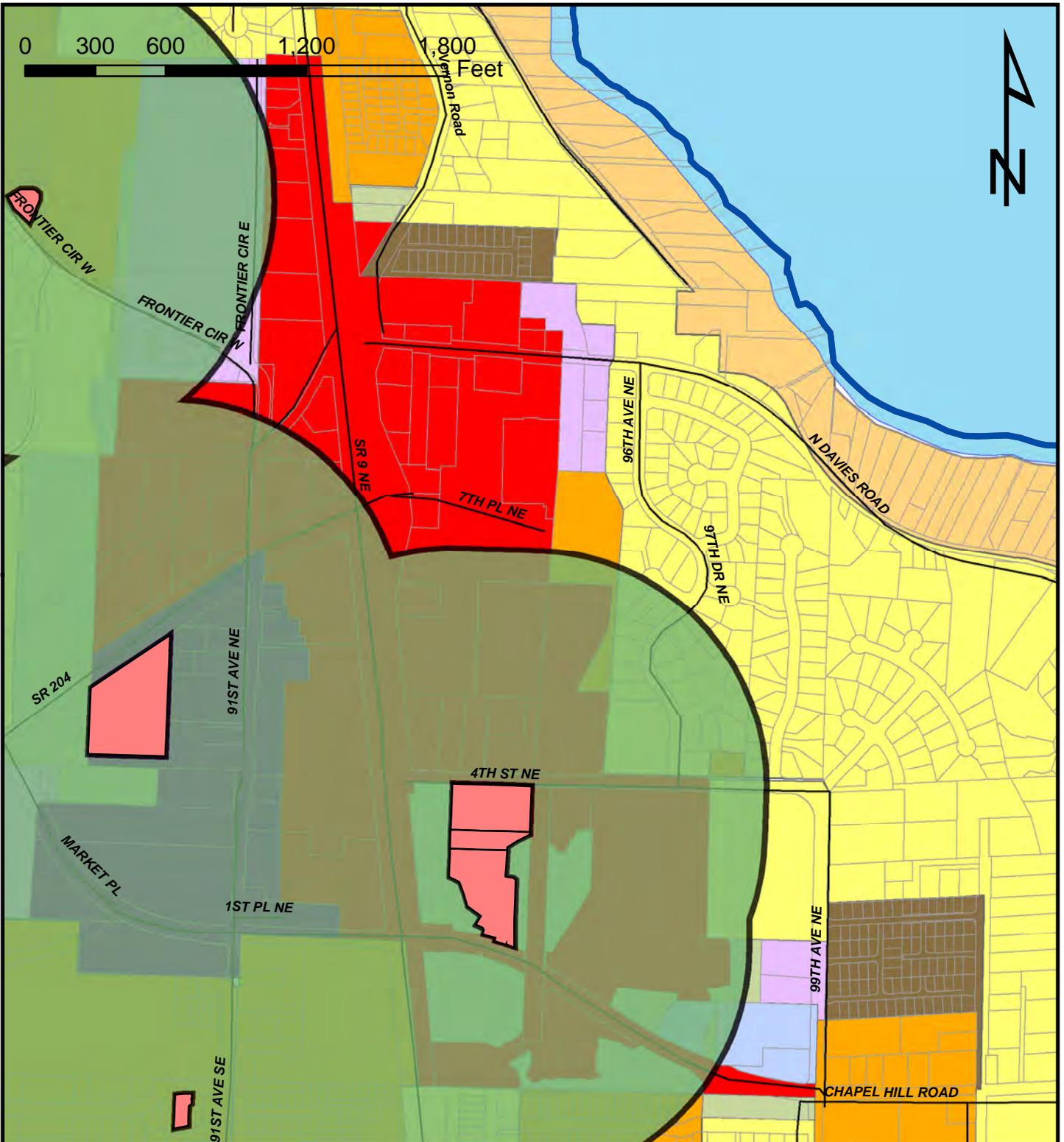
City Zones

- Suburban Residential (SR)
- Urban Residential (UR)
- High Urban Residential (HUR)
- Waterfront Residential (WR)
- Multi-Family Residential (MFR)
- MF Development Agreement (MFDA)
- Local Business (LB)
- Mixed Use (MU)
- Central Business District (CBD)
- Planned Business District (PBD)
- Light Industrial (LI)
- General Industrial (GI)
- GI Development Agreement (GIDA)
- Public / Semi-Public (P/SP)

DRAFT 12-31-13

*Protected entities are those entities described in WAC 314-55-050 (10) and are subject to a 1,000 foot separation from marijuana facilities.

Properties outside the protective buffer with appropriate zoning may have marijuana uses subject to review & approval





CITY OF
LAKE STEVENS

DRAFT MARIJUANA OVERLAY MAP - South

Features

- City of Lake Stevens
- Unincorporated UGA
- Protected Entities*
- 1000-Buffer

Subarea Zones

- Urban Residential (UR)
- High Urban Residential (HUR)
- Mixed-Use Neighborhood (MUN)
- Main Street (MS)
- Commercial District (CD)
- Neighborhood Business (NB)
- Business District (BD)
- Public / Semi-Public (P/SP)

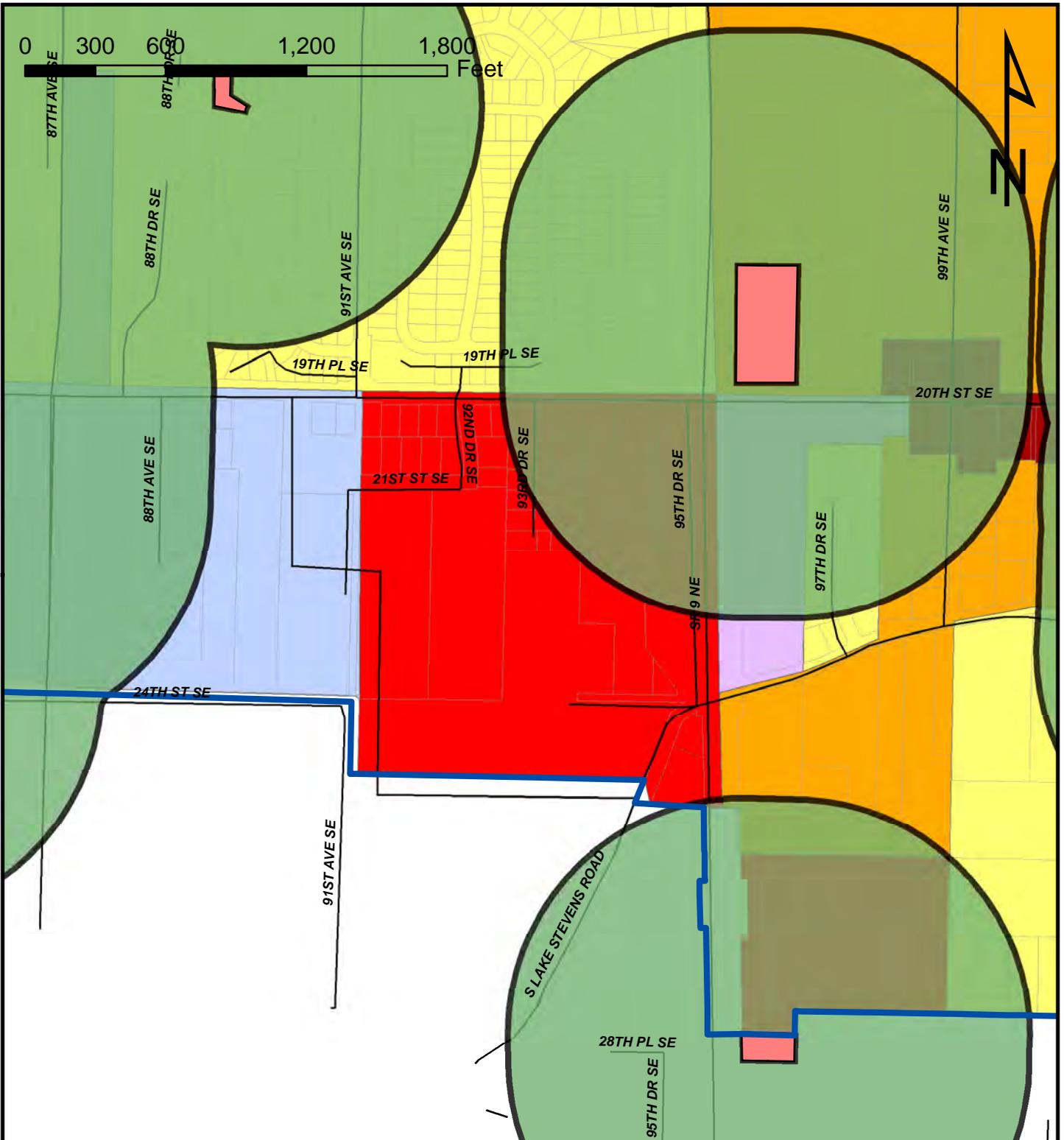
City Zones

- Suburban Residential (SR)
- Urban Residential (UR)
- High Urban Residential (HUR)
- Waterfront Residential (WR)
- Multi-Family Residential (MFR)
- MF Development Agreement (MFDA)
- Local Business (LB)
- Mixed Use (MU)
- Central Business District (CBD)
- Planned Business District (PBD)
- Light Industrial (LI)
- General Industrial (GI)
- GI Development Agreement (GIDA)
- Public / Semi-Public (P/SP)

DRAFT 12-20-13

*Protected entities are those entities described in WAC 314-55-050 (10) and are subject to a 1,000 foot separation from marijuana facilities.

Properties outside the protective buffer with appropriate zoning may have marijuana uses subject to review & approval





LAKE STEVENS CITY COUNCIL
STAFF REPORT

Council Agenda Date: 13 January 2014

Subject: Snow and Ice Control Plan – Refresher Overview

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

RECOMMENDATION(S)/ACTION REQUESTED OF COUNCIL: Discussion Item – Staff will present a refresher of the Snow and Ice Control Plan

SUMMARY/BACKGROUND: Since 2010, the Council has adopted a number of key maintenance and operation plans. These include the Snow and Ice Control Plan, Street Sweeping Plan, and Park Facilities Maintenance and Operation Plan. Over the next few months, Staff will be presenting a refresher of one Plan each month for Council discussion and possible direction changes.

Each plan consists of the policies and intent of the City of Lake Stevens for the performance of its maintenance program and establishes a plan for communications, operations, and procedures. The plan serves as a guide document and is considered a living document subject to changes and revisions.

In November 2010, the City Council adopted its first Snow and Ice Control Plan. It was implemented that month and has been used successfully in several snow events. Since the adoption there have been some administrative updates to the Plan to adjust to needs discovered during implementation and to address operational changes such as equipment and method updates. Some key changes are: 1) emphasis for a request for service to be performed through 911; 2) change to some road based on experience for needs for services; 3) use of “Hot Mix” sodium agent; and 4) use of “Anti/De-Icing” agent with route designation map.

APPLICABLE CITY POLICIES: NA

BUDGET IMPACT: NA

ATTACHMENTS:

- ▶ Exhibit A: 2014 Snow and Ice Control Plan



SNOW AND ICE CONTROL PLAN 2014



Revision: 17 December 13

City of Lake Stevens Snow and Ice Control Plan Version 2014

Dial 911 if you have a need for emergency Snow and Ice service.

Purpose

A snow and ice control plan consists of the policies and intent of the City of Lake Stevens for the performance of its winter maintenance program and establish a plan for communications, operations, and procedures. The plan serves as a guide document and is considered a living document subject to changes and revisions. The plan reflects the expectations of the City management and maintain flexibility for modifications.

Background

The region typically has no more than 5 snow events in a season. Temperatures below the freezing level are typically brief, but there has been several prolonged events (5 days or greater) of below freezing temperature that results in icy conditions. Due to the hilly terrain of the City, even brief snow fall events can result in a significant congestion condition of the City's transportation network.

Past snow and ice services had been provided using both in-house and County resources for non-State route roadways (WSDOT has provided snow and ice services on SR 9, SR 92, and SR 204). This has included snow plowing major arterials, sanding key intersections and icy problem areas, and designating roadway closures.

Route Priorities for Plowing

The City has identified snow routes based on the street function, traffic volume, and importance to the welfare of the general community. Priority is given to routes with higher volume travel roads, which connect major sections of the City and provide access for emergency fire, police, medical services, and school bus routes. There are four classifications of routes: First Priority, Second Priority, Low Priority, and non-designated.

Hot Mix

Hot mix is a sand and salt mixture with a typical mix ratio of 1 part salt to 2 parts sand. This mix ratio may be adjusted as determined necessary by the Public Works field staff

to match icing and temperature conditions. The intent of hot mix usage is to provide ice melting on priority roadways where the icing condition is considered to be a high potential injury risk location as determined by the Incident Commander. Typically sand will be used to provide tractions during icy conditions to minimize the introduction of salts into the environment.

Anti/Deicing

Anti/Deicing is a liquid material that helps to prevent ice from sticking to the pavement and can in some applications help to promote melting. It is used in very limited locations, as indicated on the Anti and De-Icing Route Map, due to its high cost and to minimize the introduction of the salts into the environment. This is being tried by the City beginning in 2014.

Events

The following defines the four levels of snowfall events that are considered in this Plan and will be used for identification only of a storm event:

- Level 1 – Projected snowfall event for over 48 hours with expected accumulations of 3 inches and greater, sustained below freezing temperatures.
- Level 2 – Projected snowfall event for up to 48 hours with expected accumulations of up to 3 inches or less, sustained below freezing temperatures.
- Level 3 – Projected snowfall event for up to 48 hours with expected accumulations of up to 3 inches or less, around freezing temperature.
- Level 4 – No snowfall projected, sustained below freezing temperatures.

Snow and Ice Equipment

The following are the frontline snow and ice vehicles:

- Freightliner 5 CY– Sander and Plow - best on main arterial roads with gentle grades and larger horizontal curves - requires a Commercial Drivers License
- Ford Louisville 10 CY - Sander and Plow - best on main arterial roads with gentle grades and larger horizontal curves - requires a Commercial Drivers License
- International 5 CY (4x4) – Sander and Plow – good on hilly areas and smaller horizontal curves - requires a Commercial Drivers License
- Chevrolet 1 ton (4x4) - Sander and Plow - good on hilly areas and smaller horizontal curves – does not require a Commercial Drivers License
- Ford F450 Flatbed (4x4) – Sander and Plow – good on hilly areas and small horizontal curves – does not require a Commercial Drivers License

Command Center Overview

Each event will have a designated Incident Commander. This person will be in charge of all activities performed for the operations of snow and ice control. Direct access to the Incident Commander should include the Mayor, City Administrator, Council members, City Staff, and designated school, fire, and essential service providers. The public should not have direct contact with the Incident Commander.

The Incident Commander will operate from the designated Command Center which will be established as a location appropriate for the level of the event, estimated duration, and facilities needs. At the Command Center a map of the approved snow route map will be available. Staffing of the Command Center will be determined by the level of the event and as needs dictate. The Command Center should have access to a landline phone, computer linked to the City's network, and access to weather reporting.

The following are some key operations expectations:

- If the event occurs outside of normal City Hall hours of operations, calls for sand and ice control will come through the Police Department.
- A snow and ice report phone hotline and e-mail will be operational between November and March of each year
- The Snow and Ice plan will be posted on the City's web site
- A news release will be provided to the public informing them of the Snow and Ice plan
- Time frames for snow and ice control application for designated routes should not be given out. This is due to the unpredictability of conditions and possible variations for emergency service calls.

Field Operations Overview

In October the snow and ice equipment will be made ready for the coming winter snow and ice event season. This includes performing inspections, servicing, readying plows and sanders for mounting, and stockpiling of sand.

At the beginning of an event, a determination will be made by the Incident Commander on the scheduling of shifts for operations. No shift will be longer than 12 hours.

A determination by the Incident Commander or Public Works will be made during an event when a "hot mix" will be used.

During an event, three snow and ice vehicles will be deployed (one for each zone); one additional vehicle using a "hot mix" may be deployed to specific locations as determined by the Public Works department or as directed by the Incident Commander; and one vehicle will remain at the City Shop in a state of readiness.

Each snow and ice vehicle will be brought in at least once during a designated work

shift for inspection, servicing, and made ready for operations. The vehicle remaining in the state of readiness will be deployed it its place.

A resting area will be made ready for staff during prolong events.

Policy Statement

In developing the policies for how to best undertake winter maintenance activities, the City balances a number of factors including:

- Public health, safety, and welfare
- Ability to deliver emergency services
- Desire to maintain an efficient transportation system
- Resource available that includes: staffing, equipment, and funds
- Safety of City staff

The objectives of the City are to:

- Ensure the public safety
- Provide cost effective snow and ice control services
- Minimize the economic loss to the community
- Reduce the hazards of winter conditions to motorists
- Facilitate the operation of emergency service vehicles and transit

Policy 1 - All snow events will have a single designated Incident Commander that will direct the snow event operations. This position will be responsible for gathering information, directing snow and ice control operations, and implementing policy.

Policy 2 - The Incident Commander shall be designated by the highest ranking on duty police department employee.

Policy 3 - Field staff will perform the services for snow and ice removal in accordance with the identified routes in the order of priority with the Snow and Ice Plan route map unless directed otherwise by Incident Commander.

Policy 4 - First Priority designated streets, as defined on the Snow and Ice plan map, will be made passable (considered to be acceptable for winter driving conditions for vehicles) before lower priority roads are cleared.

Policy 5 - Road closure(s) will be performed as determined necessary for public safety as determined by the Police or Public Works department.

- Policy 6 - Emergency service needs as determined by the Incident Commander will be treated as First Priority.
- Policy 7 - Second Priority designated streets will be performed after the Incident Commander determines that the First Priority roads are considered to be acceptable for winter driving conditions for vehicles.
- Policy 8 - Low Priority designated streets will be performed after the Incident Commander determines that the First and Second Priority streets are considered to be acceptable for winter driving conditions for vehicles.
- Policy 9 - Non-designated streets will not receive snow and ice service except for emergency access as determined by the Incident Commander.
- Policy 10 - When traveling on and between snow route designated streets the plow blade will be left in the down position when traveling forward regardless of the street designation or jurisdiction unless it is determined detrimental to the operator of the snow plow operations.
- Policy 11 - Plowing will be performed at a single blade width for each direction on a designated snow route street.
- Policy 12 - Snow placement from plowing operations will remain to the outside of the roadway (right side of travel) and may result in blocking private driveways.
- Policy 13 - Snow removal from private property and private driveway accesses is not performed by the City unless determined to be an emergency by the Incident Commander.
- Policy 14 - Sand placement is performed as determined by the field equipment operator or Incident Commander.
- Policy 15 - The field equipment operator will not stop to assist a “stuck” vehicle unless the field equipment operator, on site Police Officer, or Incident Commander determines that the situation is a life safety issue.
- Policy 16 - In the event that the public refuses to allow plowing of a designated snow route, the Police will be requested to clear the public from the route.
- Policy 17 - County snow services will be utilized on pre-agreed upon routes or as determined by the Incident Commander.
- Policy 18 - When snow or ice services are determined necessary by a Public Works Lead, Superintendent, Public Works Director, Public Works Standby staff, City Administrator, or a Police Officer, such as during an isolated snow or icing condition, Public Works will respond to the service and notify the Police at the time of the initial response.
- Policy 19 - Sand is the preferred ice traction treatment but hot mix or anti/deicing usage shall be considered for potential high injury risk locations where

sand alone is determined not to be effective in providing sufficient traction as determined by the Incident Commander or Public Works.

Revision Notes

19 January 2011

1. Policy 2 was changed removing Public Works from the position of designating the Incident Commander. In place this role was moved strictly to the most senior Police Officer.
 2. Incident Report form attached to the Plan
 3. SR 92 added as First Priority route on Designated Snow Route Map.
-

1 November 2011

1. Policy 18 was added addressing how isolated events are to be addressed.
 2. Section of Machias Road and the east end of SR 92 added as First Priority route on Designated Snow Route Map.
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23 January 2012

1. Policy 5 was changed to remove closed roads being considered as a First Priority. The closure of a roadway is performed for safety and does not change a road's priority.
 2. Policy 7 and 8 had the addition of "the Incident Commander determines".. Clarifies who is responsible to make the determination that a road is considered acceptable.
 3. Policy 9 was rewritten to clarify when non-designated streets may be considered for snow and ice service.
 4. Policy 13 added the follow to the end of the Policy: "unless determined by the Incident Commander". There are certain situation, such as a medical access issue where this service might be considered.
 5. Policy 14 was removed as it was redundant to Policy 9 as rewritten.
 6. Route map was modified. This included the removal of roads with estimated 2% vertical grades that are not on main arterial, roads that are considered too steep to perform services on, and addition of roads that make for more efficient service operations.
 7. Note was added to beginning of plan to Call 911 for Emergency Service Request.
-

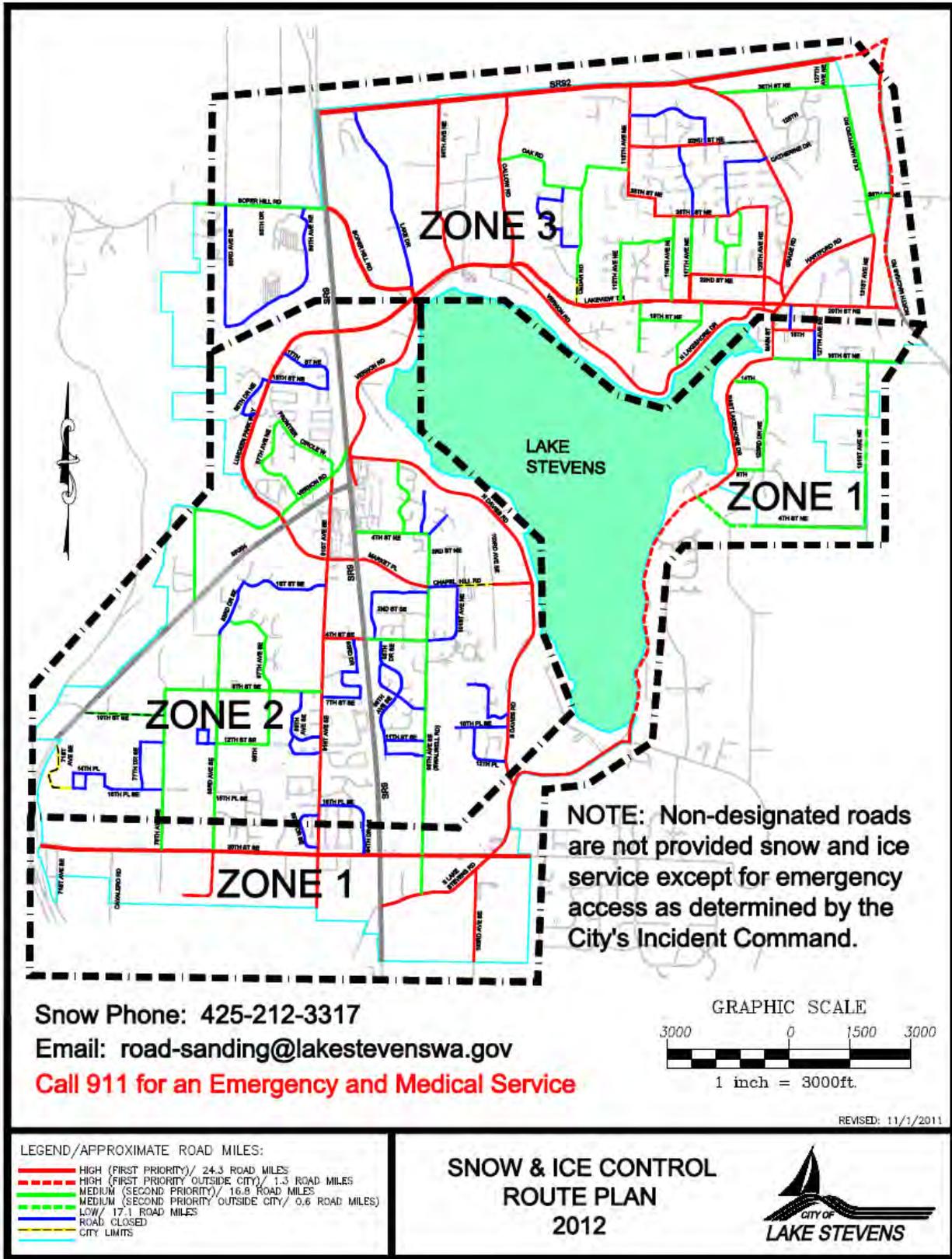
14 November 2012

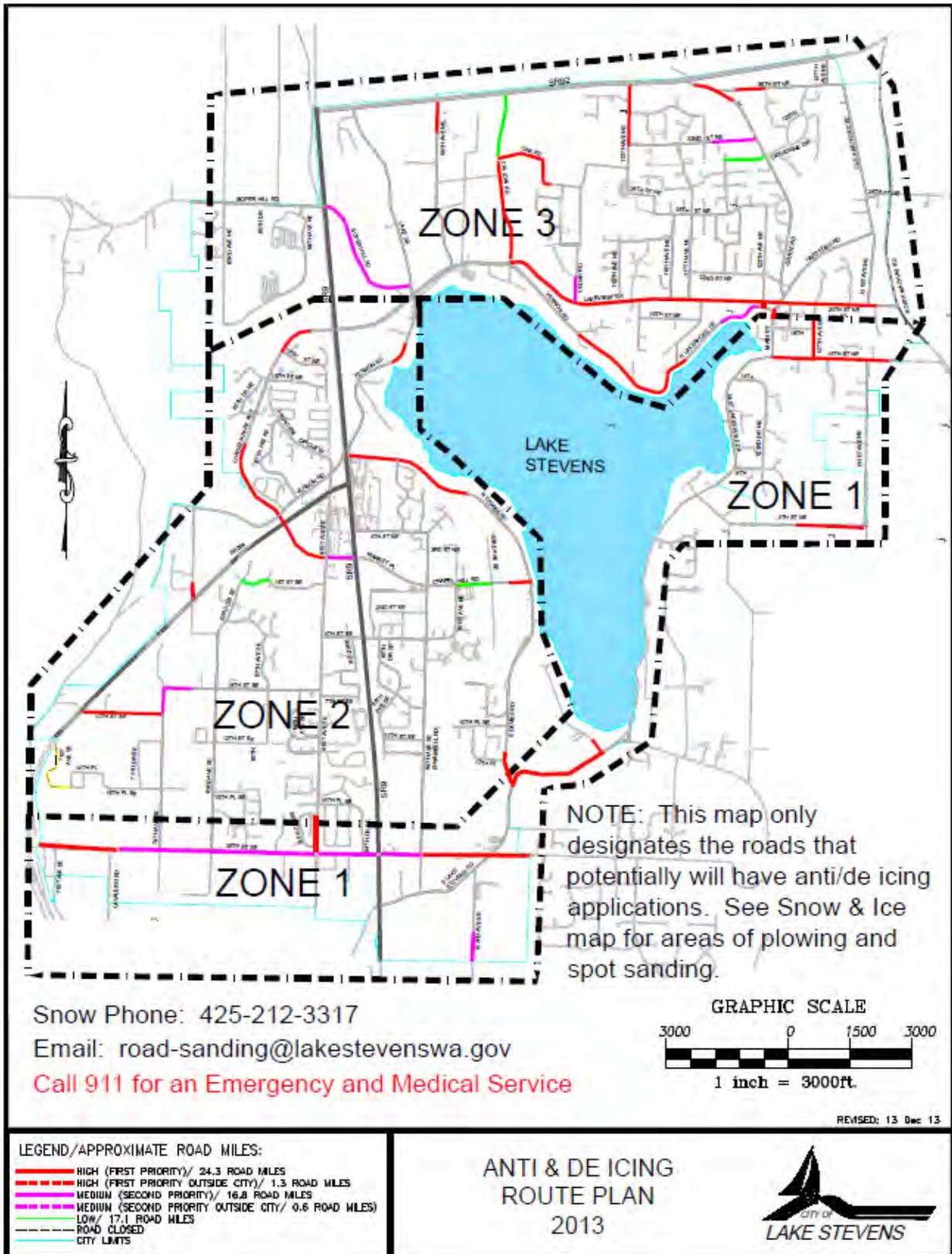
1. Hot Mix – section has been added explaining what is hot mix and its usage intent.
 2. Equipment - Ford F450 added to list
 3. Field Operations Overview – added in a statement when a "hot mix" will be use
 4. Field Operations Overview – an additional vehicle has been added to an event for the use of hot mix
 5. Policy 19 was added addressing when hot mix is to be used.
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17 December 2013

1. Anti and Deicing – section has been added explaining what is anti/deicing and its intended usage.
2. Anti and De Icing Map has been added.
3. Policy 19 was modified to include Anti/Deicing.

Designated Snow Route Map







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REPRESENTATIVES TO BOARDS/COMMISSIONS – 2013 – revised 12-13-13

Board/Commission	Date	Time	Location	Council Representative	Alternate
Arts Commission	2 nd and 4 th Wednesday (attend once a month)	6:30 p.m.	Community Center	Todd Welch	Neal Dooley
Community Transit				Kim Daughtry	
Department of Emergency Management	Monthly – every two months Call 258-6461 for mtg. dates	12:00	Paine Field	Vern Little	Dan Lorentzen
Economic Development				Spencer/Daughtry/ Quigley	
Family Center	1 st Tuesday monthly & 3 rd Wednesday every other month (different locations)	4:00 p.m.	Family Center	Kim Daughtry	Kathy Holder
Fire District #8	1 st & 3 rd Thursday	9:30 a.m.	04 99th Ave. NE, Everett	Kathy Holder	Kim Daughtry
Health District Board				Sam Low	
Highway 9				Vern Little	
Library Board	1 st Thursday (Quarterly)	4:30 p.m.	Community Center	Jan Berg	Marcus Tageant
Park Board	4 th Tuesday (Bi-monthly)	6:00 p.m.	Community Center	Suzanne Quigley	Marcus Tageant
Retreat Committee	As needed			Council President	Council Vice-President
SCCIT	Monthly		Varies	Kim Daughtry	
Senior Board	2 nd Wednesday	9:30 a.m.	Senior Center	Jan Berg	Kathy Holder
Sewer Utility Subcommittee	2 nd Monday	4:00 p.m.	Sewer District Office	Mayor, Holder, Tageant, Dooley	
Snohomish Co. Tomorrow	4 th Wednesday	6:00 p.m.	Everett Senior Center	Vern Little	Council President

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