



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

Tuesday, May 27, 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:

CONSENT AGENDA:	*A Approve 2014 vouchers.	Barb
	*B Approve Council regular meeting minutes of May 12, 2014	Barb

ACTION ITEMS:	*A Planning Commission Work Program	Becky
	*B Park Board Work Program	Becky
	*C Professional Services Agreement – Summit Law Group for Labor Negotiation Services	Jan

COUNCIL PERSON'S BUSINESS:

MAYOR'S BUSINESS:

STAFF REPORTS:

EXECUTIVE SESSION:	A Collective Bargaining Negotiations
	B Litigation

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



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**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	5/15/2014	\$132,920.55
Payroll Checks	36866-36867	\$4,813.72
Tax Deposit(s)	5/15/2014	\$55,322.62
Electronic Funds Transfers	ACH	\$6,118.11
Claims	36868-36920	\$88,307.64
Void Checks		
Total Vouchers Approved:		\$287,482.64

This 27th day of May 2014:

 Mayor

 Councilmember

 Finance Director

 Councilmember

 Councilmember

 Councilmember



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Accounts Payable Checks and EFTs for period of 05/13/2014 to 05/27/2014

Invoice	AccountCode	Account Description	Item Description	Amount	
Dept of Licensing			Check 0	5/15/2014	\$2,322.00
695-830	633-008-586-00-00-00	Gun Permit - State Remittance	Weapons Permits	\$2,322.00	
Dept of Revenue			Check 0	5/27/2014	\$418.65
13376274	001-008-521-20-31-00	LE-Office Supplies	April 2014 UseTaxes-Printer ribbon	\$12.34	
13376274	001-008-521-21-31-00	LE-Boating Operating	April 2014 UseTaxes-Inflatable collar	\$206.14	
13376274	001-013-518-90-49-06	GG-Excise Tax	April 2014 Excise Taxes	\$172.27	
13376274	101-016-544-90-31-02	ST-Operating Cost	April 2014 UseTaxes-Urethane hood	\$27.90	
Nationwide Retirement Solution			Check 0	5/15/2014	\$1,125.00
05/15/14	001-000-282-00-00-00	Payroll Liability Retirement	PR Batch 00001.05.2014 Deferred Comp Nationwide Ded	\$1,125.00	
Washington State Support Registry			Check 0	5/15/2014	\$402.46
05/15/14	001-000-284-00-00-00	Payroll Liability Other	PR Batch 00001.05.2014 Child Support	\$402.46	
EFTPS Electronic Federal Tax Pmt System			Check 0	5/15/2014	\$55,322.62
80796761	001-000-281-00-00-00	Payroll Liability Taxes	PR Batch 00001.05.2014 Federal Income Tax	\$25,066.02	
80796761	001-000-281-00-00-00	Payroll Liability Taxes	PR Batch 00001.05.2014 FICA Employee Portion	\$12,260.85	
80796761	001-000-281-00-00-00	Payroll Liability Taxes	PR Batch 00001.05.2014 Medicare Employer Portion	\$2,867.45	
80796761	001-000-281-00-00-00	Payroll Liability Taxes	PR Batch 00001.05.2014 Medicare Employee Portion	\$2,867.45	
80796761	001-000-281-00-00-00	Payroll Liability Taxes	PR Batch 00001.05.2014 FICA Employer Portion	\$12,260.85	
Dept of Retirement (Deferred Comp)			Check 0	5/15/2014	\$1,850.00
05/15/14	001-000-282-00-00-00	Payroll Liability Retirement	WA State Deferred Compensation PR Batch 01.05.2014	\$1,850.00	
Lake Stevens Chamber of Commer			Check 36868	5/15/2014	\$10.00
05/09/14 mtg	001-004-514-23-43-00	FI-Travel & Meetings	Monthly Meeting	\$10.00	
Lake Stevens Police Guild			Check 36869	5/15/2014	\$1,083.00

Invoice	AccountCode	Account Description	Item Description	Amount	
05/15/14	001-000-284-00-00-00	Payroll Liability Other	PR Batch 00001.05.2014 Guild Initiation Fees	\$50.00	
05/15/14	001-000-284-00-00-00	Payroll Liability Other	PR Batch 00001.05.2014 Police Guild Deduction	\$923.00	
05/15/14	001-000-284-00-00-00	Payroll Liability Other	PR Batch 00001.05.2014 WACOPS Deduction	\$110.00	
SCCFOA			Check 36870	5/15/2014	\$18.00
05/22/14 Mtg	001-004-514-23-43-00	FI-Travel & Meetings	Monthly SCCOFA mtg	\$18.00	
Teamsters Local No 763			Check 36871	5/15/2014	\$277.00
05/15/14	001-000-284-00-00-00	Payroll Liability Other	PR Batch 00001.05.2014 Teamster Union Dues	\$277.00	
United Way of Snohomish Co			Check 36872	5/15/2014	\$115.84
05/15/14	001-000-284-00-00-00	Payroll Liability Other	PR Batch 00001.05.2014 United Way	\$115.84	
Ace Hardware			Check 36873	5/27/2014	\$251.92
42117	001-010-576-80-31-00	PK-Operating Costs	Fasteners	\$7.25	
42194	001-013-518-20-31-00	GG-Operating	Electrical Plugins and covers	\$17.76	
42189	001-013-518-20-31-00	GG-Operating	Grommit Kit/sticky spray/velcro	\$22.23	
42180	001-013-518-20-31-00	GG-Operating	Tape/Paracord/spring snap	\$67.20	
42214	001-013-518-20-31-00	GG-Operating	Spray on Adhesive	\$41.24	
42100	001-013-518-20-31-00	GG-Operating	Zip it drain opener	\$3.79	
42194	101-016-544-90-31-02	ST-Operating Cost	Electrical Plugins and covers	\$11.94	
42201	101-016-544-90-31-02	ST-Operating Cost	Mulch	\$68.58	
42194	410-016-531-10-31-02	SW-Operating Costs	Electrical Plugins and covers	\$11.93	
Bellingham Police			Check 36874	5/27/2014	\$150.00
10002320	001-008-521-20-41-00	LE-Professional Services	Polygraph exam	\$150.00	
Berg Janet			Check 36875	5/27/2014	\$67.80
05/19	001-008-521-20-43-00	LE-Travel & Meetings	Mileage for deposition and Mediation	\$67.80	
Business Card			Check 36876	5/27/2014	\$3,884.03
05/14 1324	001-001-511-60-43-00	Legislative - Travel & Mtgs	State of the Station/EASC	\$170.00	
05/14 1324	001-002-513-11-43-00	AD-Travel & Meetings	State of the Station/EASC	\$85.00	
05/14 2772	001-002-513-11-43-00	AD-Travel & Meetings	Berk report mtg/Chamber mtg	\$20.95	

Invoice	AccountCode	Account Description	Item Description	Amount	
05/14 4268	001-004-514-23-31-00	FI-Office Supplies	QuickBooks/Desk	\$752.03	
05/14 4268	001-004-514-23-43-00	FI-Travel & Meetings	Hotel-SpringBrook Conference	\$511.83	
05/14 2772	001-005-518-10-31-01	HR-Operating Cost	desk chair	\$359.59	
05/14 1324	001-007-558-50-41-03	PL-Advertising	Postcard mailing-Kosche exemption	\$6.69	
05/14 1324	001-007-558-50-42-00	PL-Communication	Postage	\$60.05	
05/14 2772	001-007-558-50-43-00	PL-Travel & Mtgs	Berk report mtg	\$10.95	
05/14 1324	001-007-558-50-43-00	PL-Travel & Mtgs	State of the Station/EASC mtg/pkg	\$88.00	
05/14 2772	001-007-559-30-31-00	PB-Office Supplies	ID cards	\$19.00	
05/14 8877	001-008-521-20-26-00	LE-Clothing	Hats-Rutherford/Wells	\$59.87	
05/14 8877	001-008-521-20-31-01	LE-Operating Costs	Supplies for leadership training	\$34.70	
05/14 7750	001-008-521-20-31-01	LE-Operating Costs	Peep hole Police Station door	\$67.36	
05/14 2772	001-008-521-20-43-00	LE-Travel & Meetings	Parking	\$14.00	
05/14 8877	001-008-521-20-43-00	LE-Travel & Meetings	Lunch at New World Training	\$43.00	
05/14 2772	001-013-518-20-31-00	GG-Operating	Business Expo	\$27.59	
05/14 2772	101-016-542-30-41-01	ST-Advertising	Help wated ad-seasonal parks worker	\$25.00	
05/14 4268	101-016-542-30-48-00	ST-Repair & Maintenance	Plywood for Catherine Creek Bridge	\$978.43	
05/14 7750	101-016-543-30-43-00	ST-Travel & Meetings	Pkg APWA conference	\$10.00	
05/14 7750	101-016-544-90-31-02	ST-Operating Cost	Lumber	\$47.17	
05/14 7750	410-016-531-10-31-02	SW-Operating Costs	Lumber	\$47.16	
05/14 2772	410-016-531-10-41-05	SW-Advertising	Help wated ad-seasonal parks worker	\$25.00	
05/14 7750	410-016-531-50-31-06	DOE - G1100280 LID Exp	Supplies for dispersion trench	\$420.66	
CDW Government Inc			Check 36877	5/27/2014	\$4,498.03
LV47651	510-003-518-80-31-00	Purchase Computer Equipment	WTG XTM 525	\$2,975.66	
LR22807	510-003-518-80-49-00	License Renewal-Annual Maint	Watchgrard XTM	\$622.50	
LV02036	520-008-594-21-63-00	Capital Equipment	Panasonic Havis Bun Kit	\$899.87	
Cedar Grove Compost			Check 36878	5/27/2014	\$4,452.64
173531	410-016-531-50-31-06	DOE - G1100280 LID Exp	Bioretention soil and mulch	\$4,452.64	

Invoice	AccountCode	Account Description	Item Description		Amount
Cemex			Check 36879	5/27/2014	\$325.36
9428423173	101-016-544-90-31-02	ST-Operating Cost	Asphalt		\$162.68
9428423173	410-016-531-10-31-02	SW-Operating Costs	Asphalt		\$162.68
Citrix Systems Inc			Check 36880	5/27/2014	\$282.36
20464104042720 1	510-003-518-80-49-00	License Renewal-Annual Maint	6/2014-2015 Maintenance		\$282.36
City of Marysville			Check 36881	5/27/2014	\$11,518.42
POLIN11-0411	001-008-523-60-51-00	LE-Jail	Prisoner housing April 2014		\$11,354.92
POLIN11-0384	001-008-523-60-51-00	LE-Jail	Prisoner housing Okanogan Jan 2014		\$163.50
Code Publishing Co			Check 36882	5/27/2014	\$50.26
46546	001-003-514-20-41-00	CC-Professional Services	Municipal Code Publishing ords 909-911		\$50.26
Comcast			Check 36883	5/27/2014	\$119.76
05/14 0443150	001-002-513-11-42-00	AD-Communications	Internet services		\$2.40
05/14 0443150	001-003-514-20-42-00	CC-Communications	Internet services		\$7.19
05/14 0443150	001-004-514-23-42-00	FI-Communications	Internet services		\$4.79
05/14 0443150	001-005-518-10-42-00	HR-Communications	Internet services		\$2.40
05/14 0443150	001-006-518-80-42-00	IT-Communications	Internet services		\$4.79
05/14 0443150	001-007-558-50-42-00	PL-Communication	Internet services		\$19.16
05/14 0443150	001-008-521-20-42-00	LE-Communication	Internet services		\$69.46
05/14 0443150	001-010-576-80-42-00	PK-Communication	Internet services		\$3.19
05/14 0443150	101-016-543-30-42-00	ST-Communications	Internet services		\$3.19
05/14 0443150	410-016-531-10-42-00	SW-Communications	Internet services		\$3.19
Corporate Office Supply			Check 36884	5/27/2014	\$317.04
150231i	001-013-518-20-31-00	GG-Operating	paper		\$54.29
150262i	001-013-518-20-31-00	GG-Operating	paper		\$89.03
150220i	001-013-518-20-31-00	GG-Operating	Battery/paper/bandaids/soap/post-its		\$173.72
CPS HR Consulting			Check 36885	5/27/2014	\$150.00

Invoice	AccountCode	Account Description	Item Description	Amount
SOP36746	001-008-521-20-41-00	LE-Professional Services	Online Challenge Report	\$150.00
Dell Marketing LP			Check 36886	5/27/2014
XJDKP8DJ1	510-003-518-80-31-00	Purchase Computer Equipment	8GB RDIMM	\$325.77
XJDJ56R77	510-003-518-80-31-00	Purchase Computer Equipment	4 Cabled Hard Drives-CusKit	\$1,251.03
XJDJ1R5M3	510-003-518-80-49-00	License Renewal-Annual Maint	Advanced Data Protection Software-AppAssure	\$5,230.76
Dept of Revenue			Check 36887	5/27/2014
3109-2014-Qtr1	001-003-514-20-49-01	CC-Misc CC Fees DOL	Q1.2014 Credit Card Fees	\$211.97
Edin Steven			Check 36888	5/27/2014
5/9 trip	001-005-518-10-43-00	HR-Travel & Meetings	AWC labor Relation Conf-Hotel	\$246.42
Electronic Business Machines			Check 36889	5/27/2014
099333	001-007-558-50-48-00	PL-Repairs & Maint.	Copier maint	\$49.57
099832	001-013-518-20-48-00	GG-Repair & Maintenance	Copier maint	\$170.50
099333	101-016-542-30-48-00	ST-Repair & Maintenance	Copier maint	\$24.79
099333	410-016-531-10-48-00	SW-Repairs & Maintenance	Copier maint	\$24.78
Evergreen State Heat			Check 36890	5/27/2014
24902	001-012-569-00-47-00	CS-Aging Services-Utilities	HVAC maintenance Senior Center	\$211.78
Fastenal Company			Check 36891	5/27/2014
WAEV124713	101-016-544-90-31-02	ST-Operating Cost	14 inch Diamond saw blade	\$49.46
WAEV124713	410-016-531-10-31-02	SW-Operating Costs	14 inch Diamond saw blade	\$49.46
Frontier			Check 36892	5/27/2014
5/14 4253340835	001-013-518-20-42-00	GG-Communication	Telephone services	\$28.07
5/14 4253340835	101-016-544-90-31-02	ST-Operating Cost	Telephone services	\$28.08
5/14 4253340835	410-016-531-10-31-02	SW-Operating Costs	Telephone services	\$28.07
Frontier			Check 36893	5/27/2014
5/14 4253979674	101-016-542-64-47-00	ST-Traffic Control -Utility	Traffic control modem	\$53.19
Glens Rental Sales and Service			Check 36894	5/27/2014

Invoice	AccountCode	Account Description	Item Description	Amount	
S4958	001-010-576-80-31-00	PK-Operating Costs	Gasket/weed eater head/metal blades	\$31.85	
S4958	101-016-544-90-31-02	ST-Operating Cost	Gasket/weed eater head/metal blades	\$31.86	
S4958	410-016-531-10-31-02	SW-Operating Costs	Gasket/weed eater head/metal blades	\$31.86	
Grainger			Check 36895	5/27/2014	\$208.45
9411330138	001-007-559-30-31-01	PB-Operating Cost	First Aid Kit	\$35.48	
9426540275	001-010-576-80-31-00	PK-Operating Costs	Car wash detergent	\$11.91	
9328456216	001-010-576-80-31-00	PK-Operating Costs	Lawn Rake	\$27.42	
9411330138	101-016-544-90-31-02	ST-Operating Cost	First Aid Kit	\$27.57	
9429388516	101-016-544-90-31-02	ST-Operating Cost	Hearing band 27db bell	\$13.64	
9426540275	101-016-544-90-31-02	ST-Operating Cost	Car wash detergent	\$11.90	
9328456216	101-016-544-90-31-02	ST-Operating Cost	Lawn Rake	\$27.41	
9429388516	410-016-531-10-31-02	SW-Operating Costs	Hearing band 27db bell	\$13.64	
9426540275	410-016-531-10-31-02	SW-Operating Costs	Car wash detergent	\$11.90	
9411330138	410-016-531-10-31-02	SW-Operating Costs	First Aid Kit	\$27.58	
Granite Construction Co			Check 36896	5/27/2014	\$2,000.41
52722	001-013-518-20-31-00	GG-Operating	Signs	\$488.70	
52725	101-016-542-64-31-00	ST-Traffic Control - Supply	Hot spot	\$1,511.71	
Griffen Chris L			Check 36897	5/27/2014	\$187.50
420420148	001-011-515-91-41-00	LG-General Indigent Defense	Public Defender services	\$187.50	
Integra Telecom Inc			Check 36898	5/27/2014	\$936.63
11996711	001-002-513-11-42-00	AD-Communications	Telephone services	\$13.77	
11996711	001-003-514-20-42-00	CC-Communications	Telephone services	\$27.54	
11996711	001-004-514-23-42-00	FI-Communications	Telephone services	\$27.54	
11996711	001-005-518-10-42-00	HR-Communications	Telephone services	\$13.77	
11996711	001-006-518-80-42-00	IT-Communications	Telephone services	\$41.31	
11996711	001-007-558-50-42-00	PL-Communication	Telephone services	\$89.54	
11996711	001-007-559-30-42-00	PB-Communication	Telephone services	\$13.77	

Invoice	AccountCode	Account Description	Item Description	Amount	
11996711	001-008-521-20-42-00	LE-Communication	Telephone services	\$468.32	
11996711	001-012-575-30-42-00	CS-Historical-Communications	Telephone services	\$13.77	
11996711	001-012-575-50-42-00	CS-Community Center - Comm	Telephone services	\$13.77	
11996711	001-013-518-20-42-00	GG-Communication	Telephone services	\$55.07	
11996711	101-016-543-30-42-00	ST-Communications	Telephone services	\$79.23	
11996711	410-016-531-10-42-00	SW-Communications	Telephone services	\$79.23	
Lake Industries LLC			Check 36899	5/27/2014	\$1,298.98
27953	410-016-531-50-31-06	DOE - G1100280 LID Exp	Fill Hauled by the yard	\$40.00	
263489	410-016-531-50-31-06	DOE - G1100280 LID Exp	Crushed Rock	\$135.62	
27942	410-016-531-50-31-06	DOE - G1100280 LID Exp	Asphalt	\$120.00	
27947	410-016-531-50-31-06	DOE - G1100280 LID Exp	Fill Hauled by the yard	\$120.00	
27957	410-016-531-50-31-06	DOE - G1100280 LID Exp	Fill Hauled by the yard	\$180.00	
27972	410-016-531-50-31-06	DOE - G1100280 LID Exp	Fill Hauled by the yard	\$160.00	
263401	410-016-531-50-31-06	DOE - G1100280 LID Exp	Crushed Rock	\$363.36	
27944	410-016-531-50-31-06	DOE - G1100280 LID Exp	Asphalt/Concrete	\$180.00	
Lake Stevens Mini Mart			Check 36900	5/27/2014	\$58.02
17413	101-016-542-30-32-00	ST-Fuel	Fuel PW06	\$29.01	
17413	410-016-531-10-32-00	SW-Fuel	Fuel PW06	\$29.01	
Michael & Alexander PLLC			Check 36901	5/27/2014	\$140.20
12509	001-008-521-20-41-02	LE-Professional Srv-Legal	Police legal services	\$140.20	
Milliken & Co			Check 36902	5/27/2014	\$4,403.74
10898964	001-012-572-20-48-00	CS-Library-Repair & Maint.	Carpet for Library	\$4,403.74	
Monroe Correctional Complex			Check 36903	5/27/2014	\$312.71
MCC1404.028	001-010-576-80-48-00	PK-Repair & Maintenance	Work crew	\$42.18	
MCC1404.028	101-016-542-30-48-00	ST-Repair & Maintenance	Work crew	\$228.33	
MCC1404.028	410-016-531-10-48-00	SW-Repairs & Maintenance	Work crew	\$42.20	
Norpoint Shooting and Tactical			Check 36904	5/27/2014	\$504.99

Invoice	AccountCode	Account Description	Item Description	Amount
20146	001-008-521-40-49-01	LE-Staff Development	Training	\$504.99
Northwest Cascade Inc			Check 36905	5/27/2014
				\$138.00
1-912292	001-010-576-80-45-00	PK-Equipment Rental	Honey Bucket rental	\$138.00
Pilchuck Veterinary Hospital			Check 36906	5/27/2014
				\$269.10
Client17622	001-008-554-30-51-00	LE-Environmental-Animal Contro	Feline Exam/Euthanasia & Cremation	\$269.10
Pitney Bowes			Check 36907	5/27/2014
				\$112.07
9619164-MY14	001-013-518-20-45-00	GG-Equipment Rental	Postage machine rental	\$112.07
Puget Sound Energy			Check 36908	5/27/2014
				\$199.91
5/14 3723810	001-008-521-50-47-00	LE-Utilities	Utilities - Gas	\$63.92
5/14 24316495	001-010-576-80-47-00	PK-Utilities	Utilities - Gas	\$45.33
5/14 24316495	101-016-543-50-47-00	ST-Utilities	Utilities - Gas	\$45.33
5/14 24316495	410-016-531-10-47-00	SW-Utilities	Utilities - Gas	\$45.33
Save a Life			Check 36909	5/27/2014
				\$588.00
6593	001-008-521-21-31-00	LE-Boating Operating	ResQ Disc	\$588.00
Snohomish County PUD			Check 36910	5/27/2014
				\$2,038.18
117432919	001-008-521-50-47-00	LE-Utilities	202766820	\$1,204.44
160150930	001-008-521-50-47-00	LE-Utilities	203033030	\$248.17
127377317	001-010-576-80-47-00	PK-Utilities	200493443	\$31.50
124062884	001-010-576-80-47-00	PK-Utilities	203531959	\$71.74
153692284	101-016-542-63-47-00	ST-Lighting - Utilities	205320781	\$117.21
110794550	101-016-542-63-47-00	ST-Lighting - Utilities	201860178	\$264.71
110796843	101-016-542-63-47-00	ST-Lighting - Utilities	205338056	\$100.41
Snohomish County PW S			Check 36911	5/27/2014
				\$17,267.02
1000357000	101-016-542-30-41-00	ST-Overlays	Overlay	\$501.38
1000353063	101-016-542-30-41-00	ST-Overlays	Overlays	\$15,147.25
1000357000	101-016-542-64-48-00	ST-Traffic Control - R&M	Sigh repair	\$1,618.39

Invoice	AccountCode	Account Description	Item Description	Amount	
Snohomish County Sherrifs Office			Check 36912	5/27/2014	\$10,045.94
2014-2103	001-008-523-60-51-00	LE-Jail	Prisoner housing for April 2014	\$10,045.94	
Sound Publishing Inc			Check 36913	5/27/2014	\$725.87
EDH560538	001-007-558-50-41-03	PL-Advertising	Comp Plan 2014 HRG	\$141.16	
1034783	001-007-558-50-41-03	PL-Advertising	Open House	\$316.00	
1040288	001-007-559-30-41-01	PB-Advertising	Help wanted-Permit Specialist	\$117.03	
1041141	101-016-542-30-41-01	ST-Advertising	Help wanted-Seasonal parks worker	\$151.68	
Springbrook Nursery			Check 36914	5/27/2014	\$180.00
221296	101-016-544-90-31-02	ST-Operating Cost	Dump wood debris	\$50.00	
221296	410-016-531-10-31-02	SW-Operating Costs	Dump wood debris	\$50.00	
221325	410-016-531-50-31-06	DOE - G1100280 LID Exp	Dump fee	\$80.00	
Staples			Check 36915	5/27/2014	\$10.85
3230871561	001-008-521-20-31-00	LE-Office Supplies	Flash Drive	\$10.85	
Star Rentals			Check 36916	5/27/2014	\$7,920.74
35-071401-01	530-016-594-48-60-00	Purchase Of Capital Equipment	pavement grinder	\$7,920.74	
Summit Law Group			Check 36917	5/27/2014	\$2,010.00
67514	101-016-543-30-41-01	ST-Prof Srv - Legal	Legal Services	\$1,005.00	
67514	410-016-531-10-41-01	SW-Professional Services	Legal Services	\$1,005.00	
Tacoma Screw Products Inc			Check 36918	5/27/2014	\$474.99
3523232	001-010-576-80-31-00	PK-Operating Costs	Engine oil	\$25.94	
30522627	001-010-576-80-31-00	PK-Operating Costs	Asphalt/Concrete segmented	\$104.65	
30524396	001-010-576-80-31-00	PK-Operating Costs	washers/bushings/gloves/crimp&seal rings	\$23.31	
3523232	101-016-544-90-31-02	ST-Operating Cost	Engine oil	\$25.93	
30522627	101-016-544-90-31-02	ST-Operating Cost	Asphalt/Concrete segmented	\$104.65	
30521456	101-016-544-90-31-02	ST-Operating Cost	Shrink tube and bushing	\$19.63	
30524396	101-016-544-90-31-02	ST-Operating Cost	washers/bushings/gloves/crimp&seal rings	\$23.30	
30524396	410-016-531-10-31-02	SW-Operating Costs	washers/bushings/gloves/crimp&seal rings	\$23.30	

Invoice	AccountCode	Account Description	Item Description	Amount	
30522627	410-016-531-10-31-02	SW-Operating Costs	Asphalt/Concrete segmented	\$104.65	
30521456	410-016-531-10-31-02	SW-Operating Costs	Shrink tube and bushing	\$19.63	
UPS			Check 36919	5/27/2014	\$40.11
74Y42194	001-008-521-20-42-00	LE-Communication	Evidence shipping	\$40.11	
Washington State Patrol			Check 36920	5/27/2014	\$584.50
I14008166	633-008-586-00-00-06	Gun Permit - FBI Remittance	State Weapons Permit background cks	\$544.50	
I14007544	633-008-586-00-00-06	Gun Permit - FBI Remittance	State Weapons Permit background cks	\$40.00	
Total Disbursements				\$149,748.37	

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

Monday, May 12, 2014

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: Kim Daughtry, Suzanne Quigley, Marcus Tageant, Todd Welch, John Spencer, Sam Low

COUNCILMEMBERS ABSENT: Kathy Holder

STAFF MEMBERS PRESENT: City Administrator Jan Berg, Planning Director Becky Ableman, Finance Director Barb Stevens, Public Works Director Mick Monken, Interim Police Chief Dan Lorentzen, Human Resources Director Steve Edin, City Attorney Cheryl Beyer

OTHERS: WCIA appointed attorney Brenda Bannon with Keating, Bucklin & McCormack, Inc.

Excused Absence.

MOTION: Council President Daughtry moved, Councilmember Welch seconded, to excuse Councilmember Holder from tonight's meeting. Motion passed unanimously (6-0-0-1).

An amended agenda was distributed to include Action Item C regarding Music on the Lake 2014.

Guest Business.

Nola Johnson, 1603 E. Lakeshore Drive, Lake Stevens, President, Lake Stevens Senior Center, discussed the Senior Center's desire to turn a portion of their garage into a thrift store and to run the concession stand at Lundeen Park for a period of time for fundraising purposes. She also expressed concern about no air conditioning or ventilation in the kitchen.

Consent Agenda.

MOTION: Councilmember Low moved, Councilmember Tageant seconded, to approve the Consent Agenda (A. Approve 2014 Vouchers [Payroll Direct Deposits 5/1/2014 \$116,076.94, Payroll Checks 36790-36791 \$4,440.53, Electronic Funds Transfers ACH \$143,366.18, Claims 36792-36865 \$277,916.33, Void Checks 36656 (\$208.06), Tax Deposit(s) 5/1/2014 \$45,209.88, Total Vouchers Approved: \$586,801.80], B. Approve Regular Meeting Minutes for April 28, 2014. Motion passed unanimously (6-0-0-1).

Discussion Items.

Shoulder Mowing Level of Service Update. Public Works Director Mick Monken gave an overview of the Level of Service Vegetation Control for Right-of-Ways as contained in Council's packet.

Informational Reports:

Economic Development Market Reports (Quick & BERK). Planning Director Becky Ableman introduced this topic. Natalie Quick from Natalie Quick Consulting reviewed information on economic development activities which was distributed to the Council. Questions and answers followed. Michael Hodgins of BERK and Associates gave a presentation that summarized what his firm found in their Market Trends and Competitiveness Report. Questions and answers followed. Director Ableman summarized that although the City has been waiting for data she has been in contact with Costco's real estate development group and staff has been working with some other developers on potential commercial projects. The data will be helpful in these efforts.

Professional Services Agreement with Robert Brooks International, Inc. for Branding. Director Ableman gave an update on contact she has made with North Star and another firm in Seattle. She also was able to speak with the City of Enumclaw about their branding exercise experience and shared this information with the Council. Staff will come back to Council with more information and comparisons of different companies' proposals.

Action Items.

2013 Overlay Contract Award.

MOTION: Motion made by Council President Daughtry, seconded by Councilmember Tageant, to authorize the Mayor to sign and award the contract for the 2014 Pavement Overlay to Granite Construction Company in an amount of \$371,590.36 and authorize an administrative contingency of \$50,000. Motion passed unanimously (6-0-0-1).

Music on the Lake Professional Service Agreements. Finance Director Barb Stevens reviewed this item noting that it is the same contract used in previous years and within budget.

MOTION: Motion made by Councilmember Welch, seconded by Councilmember Spencer, to authorize the Mayor to sign performance agreements when received for the 2014 Music on the Lake concert series. Motion passed unanimously (6-0-0-1).

Executive Session.

Council recessed into Executive Session at 9:00 to discuss one litigation item which was expected to last 15 minutes with no action following. An extension was announced at 9:15 until 9:28. Council immediately recessed following the Executive Session.

Council Persons' Business. None

Mayor’s Business. None

Staff Reports. None

Adjourn.

MOTION: Councilmember Welch moved, Councilmember Low seconded, to adjourn the meeting at 9:28 p.m. Motion passed unanimously (6-0-0-1)

Vern Little, Mayor

Finance Dir. /City Clerk, Barb Stevens

DRAFT



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LAKE STEVENS CITY COUNCIL
STAFF REPORT

Council Agenda Date: May 27, 2014

Subject: 2014 Planning Commission Work Program

Contact Rebecca Ableman **Budget** No direct budget
Person/Department: Planning and Community Development Director **Impact:** impact.

RECOMMENDATION(S)/ACTION REQUESTED OF COUNCIL:

The recommended action is for the City Council to approve the 2014 Planning Commission Work Program as presented at the Joint Meeting on April 14, 2014.

BACKGROUND:

Council typically approves the Planning Commission's work plan annually. The last approved work program was from 2011 that had several projects that continued into 2013 including the Subarea Plans and Planned Actions and the Shoreline Master Program. The Planning Commission has already begun work on the Annual Comprehensive Plan Update and the 2015 Update.

DISCUSSION:

Planning Commission reviewed the proposed 2014 work plan with Council on April 14, 2014. The primary work over the next 12 months will be the State mandated 2015 Comprehensive Plan Update. Additional meetings, public open houses and special work group meetings may be required with advance notice to facilitate the 2015 Comprehensive Plan update. The 2014 Work Program contains three main actions for the year:

1. Annual 2014 Comprehensive Plan Docket;
2. 2015 Comprehensive Plan Update; and
3. Code review and amendments.

APPLICABLE CITY POLICIES:

Council gives the Planning Commission direction on its work activities as the Council's planning advisory body.

BUDGET IMPACT:

No direct budget impact. All work will be performed in-house with existing staffing and the Alliance for Housing Affordability (AHA) that the City is a member.

ATTACHMENTS:

A - 2014 Planning Commission Work Program

PROJECT	PROCESS	SCHEDULE	START	PROJECT MANAGER
2014 Comprehensive Plan Docket (subject to Council ratification)				
Annual Comprehensive Plan Docket	Review of city-initiated and citizen-initiated amendments, public workshops, and public hearings.	Approximate 3-4 month process	2nd Quarter	RW
2015 Comprehensive Plan Update				
2015 Comprehensive Plan Update – Coordinate with work groups and proposed update process. Review and/or make recommendations on proposed element & map amendments, and facilitate the public process.	1. Stakeholder/Public involvement and consensus building opportunities 2. Project Team 3. Plan development 4. Formal adoption process 5. PC will hold workshops, a public hearing and make recommendation to CC. 6. Implementation work as identified in the final plan	Approximate 18 month process	On-going	RW/RA
Zoning Code Amendments				
1. Grading and Clearing Code – Update clearing and grading code	PC will hold workshops, a public hearing and make recommendation to CC.	Approximate 3-4 month process	3 rd Quarter	RW
2. Park Impact Fee Code – Update park impact fee code to reflect updated capital facilities list	PC will hold workshops, a public hearing and make recommendation to CC.	Approximate 3-4 month process	4th Quarter	RW
3. City Placeholder(s) – Code amendments associated with 2015 Comprehensive Plan update	PC will hold workshops, a public hearing and make recommendation to CC.	Approximate 18 month process	2015	RW/RA

2014 Schedule will be every month. Additional meeting and special work group meeting may be required with advanced notice.



LAKE STEVENS CITY COUNCIL
STAFF REPORT

Council Agenda Date: May 27, 2014

Subject: 2014 Park Board Work Program

Contact Rebecca Ableman **Budget** No direct budget
Person/Department: Planning and Community Development Director **Impact:** impact.

RECOMMENDATION(S)/ACTION REQUESTED OF COUNCIL:

The recommended action is for the City Council to approve the 2014 Park Board Work Program as presented at the Joint Meeting on March 10, 2014.

BACKGROUND:

Council typically approves the Park Board's work plan annually. The last approved work program was from 2012 that included a multi-year project of updating the Parks and Recreation Element of the Comprehensive Plan. That Plan was approved by the State Recreation and Conservation Office making Lake Stevens grant eligible.

DISCUSSION:

The Park Board reviewed the proposed work program at a joint meeting with City Council on March 10, 2014.. The 2014 Schedule will be every other month, unless additional meeting are required and requested with advance notice. The 2014 Work Program contains five main actions for the year:

1. Review of updates to Cavalero Community Park in coordination with Snohomish County and affected user groups;
2. Coordination with City Council, Arts Commission, Snohomish County and affected community groups on parks and recreation planning issues;
3. Review and comment on the Hartford Trail Connection;
4. Code review and recommendation of any municipal code amendments that may affect parks and recreation; and
5. Develop a framework for Trail Master Plan.

APPLICABLE CITY POLICIES:

Council gives the Parks Board direction on its work activities as the Council's planning advisory body.

BUDGET IMPACT:

No direct budget impact. All work will be performed in-house with existing staffing and the City is partnering with Snohomish County on the Cavalero Park Planning.

ATTACHMENTS:

A - 2014 Park Board Work Program

PROJECT	PROCESS	SCHEDULE	START	PROJECT MANAGER
1. Cavalero Community Park – Coordinate with Snohomish County and other affected user groups related to revisions to the Park Master Plan including input on possible skate board park location.	Coordinate with user groups and provide input as needed.	Ongoing	Ongoing	RA
2. Coordination with other groups – Coordinate with the City Council, Arts Commission, Snohomish County and affected community groups on parks and recreation planning issues.	Specific tasks will be defined as project proceeds	To be determined	Ongoing	RA/RW
3. Hartford Trail Connection – Review and comment on design of Hartford Trail Connection and trailhead between downtown Lake Stevens and the Centennial Trail.	Specific tasks will be defined as project proceeds	To be determined	2 nd Quarter	RW
4. Code Review – Review and/or make recommendations on proposed municipal code amendments including a review of Title 10 Park and Recreation, recommendations on private open space for residential development, and review of park impact fee amendments.	Specific tasks will be defined as project proceeds	To be determined	3 rd Quarter	RW
5. Trail Master Plan – Develop a framework for a Trail Master Plan to include a power line trail, shoreline access and pedestrian connections.	Specific tasks will be defined as project proceeds	To be determined	4 th Quarter	RA/RW

2014 Schedule will be every other month unless additional meeting are required and requested with advance notice.



LAKE STEVENS CITY COUNCIL
STAFF REPORT

Council Agenda Date: May 27, 2014

Subject: Professional Services Agreement with Summit Law Group

Contact Person/Department: City Administrator Jan Berg **Budget Impact:** \$30,000

RECOMMENDATION(S)/ACTION REQUESTED OF COUNCIL:

Approve Professional Services Agreement with Summit Law Group for labor negotiation services not to exceed \$30,000.

SUMMARY/BACKGROUND:

The City is requesting to enter into a professional services agreement with Summit Law Group to assist in the negotiations of the Police Guild contract due to expire at the end of this year. Summit Law Group was hired in 2011 to assist in the previous negotiations and has experience working with many other cities around the Puget Sound region. They are very experienced and respected in the labor relations field.

APPLICABLE CITY POLICIES:

City Council is the authorizing body to approve agreements over \$5,000.

BUDGET IMPACT:

Not to exceed \$30,000.

ATTACHMENTS:

- ▶ Exhibit A: Professional Services Agreement
- ▶ Exhibit B: 2014 Public Rates for Summit Law Group

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

THIS AGREEMENT (“Agreement”) is made and entered into by and between the City of Lake Stevens, a Washington State municipal corporation (“City”), and Summit Law Group, 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 labor negotiation services 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 to assist the City with labor negotiations. 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 June 1, 2014 and shall terminate at midnight, June 1, 2015. 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.

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.

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 \$30,000 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.

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
Attn: City Clerk
P.O. Box 257
Lake Stevens, WA 982258

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

Bruce Schroeder
Summit Law Group LLC
315 Fifth Ave S
Suite 1000
Seattle, WA 98104

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

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

Summit Law Group

By _____
Vern Little, Mayor

By _____
Bruce L. Schroeder

Approved as to form:

Grant K. Weed, City Attorney

ATTACHMENT B

SUMMIT LAW GROUP -- LABOR/EMPLOYMENT ATTORNEYS 2014 Fee Schedule	
NAME	PUBLIC RATE
Peter Altman	225.00
Kristin D. Anger	270.00
Denise L. Ashbaugh	255.00
Michael C. Bolasina	270.00
Elizabeth R. Kennar	270.00
Otto G. Klein	300.00
Sofia D. Mabee	270.00
Shannon E. Phillips	270.00
Bruce L. Schroeder	300.00
Linda Swanson	125.00
Rodney B. Younker	295.00