

City of Lake Stevens Mission Statement



The City of Lake Stevens' mission is not only to preserve the natural beauty that attracted so many of its citizens, but to enhance and harmonize with the environment to accommodate new people who desire to live here. Through shared, active participation among Citizen, Mayor, Council, and City Staff, we commit ourselves to quality living for this and future generations.

Growth in our community is inevitable. The City will pursue an active plan on how, when, and where it shall occur to properly plan for needed services, ensure public safety, and maintain the unique ambience that is Lake Stevens.



CITY COUNCIL REGULAR MEETING AGENDA
Lake Stevens School District Educational Service Center (Admin. Bldg.)
12309 22nd Street NE, Lake Stevens
Monday, December 12, 2011 - 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:

RECOGNITION: A. Councilmember Somers - four years of service on the City Council.

CONSENT AGENDA: *A. Approve December vouchers. Barb
*B. Approve minutes of November 28, 2011 regular Council meeting. Norma

PUBLIC HEARINGS: PUBLIC HEARING FORMAT:

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

*A. Public Hearing and consideration of first and final reading of Ordinance No. 866, Comprehensive Plan update relating to the Shoreline Master Program. Becky/
Karen

Lake Stevens City Council Regular Meeting Agenda

December 12, 2011

- ACTION ITEMS:**
- *A. Approve minutes of November 21, 2011 special Council meeting. Norma
 - *B. Approve City Attorney Retainer Agreement with Weed, Graafstra and Benson, Inc., P.S. Jan
 - *C. Approve Washington State Purchasing Cooperative Agreement Amendment No. 1 with the Office of State Procurement. Barb
 - *D. Approve Marysville Municipal Court Agreement Amendment No. 6. Randy
 - *E. Approve Professional Services Agreement for Child Interviewing Specialist Services with Dawson Place. Randy
 - *F. Approve Lake Stevens aerator pump motor repair contract award with Roger's Machinery Co. Mick
 - *G. Approve City Shop waste oil heater unit purchase with Econo Heat Inc. Mick
 - *H. Designate Dianne White, City of Stanwood, as our representative to the Board of Health. Vern

DISCUSSION ITEMS:

COUNCIL PERSON'S BUSINESS:

MAYOR'S BUSINESS:

STAFF REPORTS:

INFORMATION ITEMS:

EXECUTIVE SESSION:

ADJOURN:

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

Special Needs

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

NOTICE:

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

**BLANKET VOUCHER APPROVAL
 2011**

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	905070-905136	\$175,589.64
Payroll Checks	32711-32712	\$2,555.67
Claims	32713-32796	\$248,749.49
Electronic Funds Transfers	398-403	\$130,644.53
Void Checks		
Tax Deposit(s)	12/1/2011	\$68,321.25
Total Vouchers Approved:		\$625,860.58

This 12th day of December 2011:

 Mayor

 Councilmember

 Finance Director

 Councilmember

 Councilmember

 Councilmember



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Direct Deposit Register

01-Dec-2011

Wells Fargo - AP

Lake Stevens

Direct Deposits to Accounts

01-Dec-2011	<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	\$1,354.38	398	Wells Fargo	121000248	4159656917
101	Assoc. Of Washington Cities	C	\$73,886.26	399	Wells Fargo	121000248	4159656917
9407	Department of Retirement (Pers	C	\$48,986.73	400	Wells Fargo	121000248	4159656917
9408	NATIONWIDE RETIREMENT SOL	C	\$848.25	401	Wells Fargo	121000248	4159656917
1418	Standard Insurance Company	C	\$5,140.41	402	Wells Fargo	121000248	4159656917
9405	Wash State Support Registry	C	\$428.50	403	Wells Fargo	121000248	4159656917
Total:			\$130,644.53		Count:	6.00	

Direct Deposit Summary

<i>Type</i>	<i>Count</i>	<i>Total</i>
C	6	\$130,644.53

Pre-Note Transactions

Detail Check Register

01-Dec-11

Lake Stevens

Check No	Check Date	VendorNo	Vendor	Check Amount	
32713	01-Dec-11	13824	Wash Teamsters Welfare Trust		\$1,464.50
12/11		Insurance Premiums		\$1,464.50	\$0.00
001010576802000		Parks - Benefits		\$58.58	
101016542002000		Street Fund - Benefits		\$702.96	
410016542402000		Storm Water - Benefits		\$702.96	
Total Of Checks:					\$1,464.50

Detail Check Register

08-Dec-11

Lake Stevens

Check No	Check Date	VendorNo	Vendor	Check Amount		
32714	12-Dec-11	13328	ACES			\$569.00
8440			Safety mtg	\$569.00	\$0.00	\$569.00
			001003517620000 Admin. Safety program	\$134.28		
			101016517620000 safety program	\$252.64		
			410016517620000 safety program	\$182.08		
32715	12-Dec-11	105	Assoc. Of Washington Cities			\$135.00
53639			Celori - AWC conf	\$135.00	\$0.00	\$135.00
			001008521004901 Law Enforcement - Staff Develo	\$135.00		
32716	12-Dec-11	179	Blumenthal Uniforms			\$1,675.06
897403			ballistic vest replacement-wachtveitl	\$762.01	\$0.00	\$762.01
			001008521002600 Law Enforcment Clothing	\$762.01		
897500			ballistic vest replacement-christense	\$913.05	\$0.00	\$913.05
			001008521002600 Law Enforcment Clothing	\$913.05		
32717	12-Dec-11	215	Campbells Resort			\$171.10
210001			Lorentzen-WASPC Conference NO	\$171.10	\$0.00	\$171.10
			001008521004300 Law Enforce - Travel & Mtgs	\$171.10		
32718	12-Dec-11	11952	Carquest Auto Parts Store			\$228.93
2421-166297			Supplies	\$87.38	\$0.00	\$87.38
			101016542004800 Street Fund - Repair & Mainten	\$43.69		
			410016542404800 Storm Water - Repairs & Maint.	\$43.69		
2421-168556			Fuel filter	\$8.54	\$0.00	\$8.54
			410016542404800 Storm Water - Repairs & Maint.	\$8.54		
2421-168560			Fuel filter	\$5.89	\$0.00	\$5.89
			410016542404800 Storm Water - Repairs & Maint.	\$5.89		
6337-131568			Bulk Oil	\$127.12	\$0.00	\$127.12
			101016542004800 Street Fund - Repair & Mainten	\$63.56		
			410016542404800 Storm Water - Repairs & Maint.	\$63.56		
32719	12-Dec-11	12404	CDW GOVERNMENT INC			\$84.44
B557995			Replacement hard drive for PT31 as	\$84.44	\$0.00	\$84.44
			510013519606400 Purchase Computer Equipment	\$84.44		
32720	12-Dec-11	13391	Cemex			\$699.66
9422655984			asphalt for repairs	\$699.66	\$0.00	\$699.66

Detail Check Register

08-Dec-11

Lake Stevens

Check No	Check Date	VendorNo	Vendor	Check Amount	
101016542004800			Street Fund - Repair & Mainten	\$699.66	
32721	12-Dec-11	13776	Chris L Griffen		\$487.50
12628888			Public defender svcs	\$187.50	\$0.00
001013512800000			Court Appointed Attorney Fees	\$187.50	
C8812L			Public defender svcs	\$300.00	\$0.00
001013512800000			Court Appointed Attorney Fees	\$300.00	
32722	12-Dec-11	274	City of Everett		\$4,030.00
I11003330			Animal shelter services Oct 2011	\$4,030.00	\$0.00
001008539004100			Code Enforcement - Professiona	\$4,030.00	
32723	12-Dec-11	276	City Of Lake Stevens		\$35.05
1086			Retainage - New Chapter	\$35.05	\$0.00
001007558004100			Planning - Professional Servic	\$1.15	
001007559004100			Building Department - Professi	\$1.15	
001008521004100			Law Enforcement - Professional	\$20.10	
001013519904100			General Government - Professio	\$5.75	
00101355504100			Community Center - Cleaning	\$4.60	
101016542004100			Street Fund - Professional Ser	\$1.15	
410016542404101			Storm Water - Professional Ser	\$1.15	
32724	12-Dec-11	12004	CITY OF MARYSVILLE		\$13,300.00
POLIN11-0122			Prisoner Housing Nov 2011	\$13,300.00	\$0.00
001008523005100			Law Enforcement - Jail	\$13,300.00	
32725	12-Dec-11	13030	COMCAST		\$79.90
11/11 0808840			Communications	\$79.90	\$0.00
101016542004200			Street Fund - Communications	\$39.95	
410016542404200			Storm Water - Communications	\$39.95	
32726	12-Dec-11	13030	COMCAST		\$87.89
11/11 0810218			Shop internet	\$87.89	\$0.00
101016542004200			Street Fund - Communications	\$43.95	
410016542404200			Storm Water - Communications	\$43.94	
32727	12-Dec-11	13030	COMCAST		\$109.90
11/11 0827887			Signal control	\$109.90	\$0.00
101016542640000			Street Fund - Traffic Control	\$109.90	
32728	12-Dec-11	13841	Comcast		\$64.90
11/11 0692756			Communication	\$64.90	\$0.00

Detail Check Register

08-Dec-11

Lake Stevens

Check No	Check Date	VendorNo	Vendor	Check Amount	
001008521004200			Law Enforcement - Communicatio	\$64.90	
32729	12-Dec-11	13757	Comdata Corporation		\$11,300.57
20148918			Fuel	\$8,208.47	\$0.00 \$8,208.47
001008521003200			Law Enforcement - Fuel	\$8,208.47	
20148919			Fuel	\$3,092.10	\$0.00 \$3,092.10
001003518103200			IT - Fuel	\$44.20	
001007559003101			Building Department - Operatin	\$104.64	
001013519903200			General Government - Fuel	\$73.52	
101016542003200			Street Fund - Fuel	\$1,434.87	
410016542403200			Storm Water - Fuel	\$1,434.87	
32730	12-Dec-11	91	Corporate Office Supply		\$904.02
121406i			Supplies - Shop & Admin	\$63.67	\$0.00 \$63.67
101016542003101			Street Fund Office Supplies	\$63.67	
121444i			Supplies	\$125.06	\$0.00 \$125.06
001013519903100			General Government - Operating	\$125.06	
121550i			Batteries, file folders	\$52.35	\$0.00 \$52.35
001007558003100			Planning - Office Supplies	\$52.35	
121717i			office supplies	\$108.49	\$0.00 \$108.49
101016542003101			Street Fund Office Supplies	\$108.49	
122238i			Supplies	\$180.81	\$0.00 \$180.81
001007558003100			Planning - Office Supplies	\$90.67	
101016542003101			Street Fund Office Supplies	\$45.33	
410016542403101			Storm Water - Office Supplies	\$44.81	
122614i			Bulletin board	\$48.76	\$0.00 \$48.76
001003516103100			Human Resources-Office Supplie	\$48.76	
122893i			paper and office supplies	\$216.32	\$0.00 \$216.32
001008521003100			Law Enforcement - Office Suppl	\$216.32	
122894i			Hanging folders	\$108.56	\$0.00 \$108.56
001008521003100			Law Enforcement - Office Suppl	\$108.56	
32731	12-Dec-11	91	Corporate Office Supply		\$7.15
122938i			paper and office supplies	\$7.15	\$0.00 \$7.15

Detail Check Register

08-Dec-11

Lake Stevens

Check No	Check Date	VendorNo	Vendor	Check Amount	
001008521003100			Law Enforcement - Office Suppl	\$7.15	
32732	12-Dec-11	13545	DataQuest LLC		\$45.50
11/30/11			Background check	\$45.50	\$0.00
001003516104100			Human Resources-Professional S	\$45.50	
32733	12-Dec-11	12130	DAY WIRELESS SYSTMES (16)		\$87.36
153020			Radar Repair/Serial # HHM5560002	\$87.36	\$0.00
001008521004800			Law Enforcement - Repair & Mai	\$87.36	
32734	12-Dec-11	13027	DEPARTMENT OF LICENSING		\$126.00
11/23/11			Weapons permits	\$126.00	\$0.00
633008586000000			Gun Permit - State Remittance	\$126.00	
32735	12-Dec-11	13027	DEPARTMENT OF LICENSING		\$129.00
12/07/11			Weapons permits	\$129.00	\$0.00
633008586000000			Gun Permit - State Remittance	\$129.00	
32736	12-Dec-11	13856	Department of Revenue		\$169.63
EZ3109-2011-Qtr3			Q3.2011 Credit Card Fees	\$169.63	\$0.00
001003514104901			City Clerk-Misc CC Fees (DOL)	\$169.63	
32737	12-Dec-11	12800	DEPT OF CORRECTIONS		\$320.37
MCC4591 1011			Repair and Maint	\$320.37	\$0.00
101016542004800			Street Fund - Repair & Mainten	\$160.19	
410016542404800			Storm Water - Repairs & Maint.	\$160.18	
32738	12-Dec-11	9330	Dept of Emergency Management		\$14,124.00
I000284135			Q3 & Q4 2011 Emergency Services	\$14,124.00	\$0.00
001013525005100			General Government - Emergency	\$14,124.00	
32739	12-Dec-11	456	Dunlap Industrial Hardware		\$95.79
1255122-01			Man hole cover lifting hook	\$60.01	\$0.00
410016542404800			Storm Water - Repairs & Maint.	\$60.01	
1269395-01			.155/3# Hexagon	\$35.78	\$0.00
101016542004800			Street Fund - Repair & Mainten	\$35.78	
32740	12-Dec-11	473	Electronic Business Machines		\$136.98
070893			Copier maint	\$136.98	\$0.00

Detail Check Register

08-Dec-11

Lake Stevens

Check No	Check Date	VendorNo	Vendor			Check Amount
001007558004800			Planning - Repairs & Maint.			\$68.49
101016542004800			Street Fund - Repair & Mainten			\$34.25
410016542404800			Storm Water - Repairs & Maint.			\$34.24
32741	12-Dec-11	13468	Feldman & Lee			\$5,250.00
11/11			Public defender services	\$5,250.00	\$0.00	\$5,250.00
001013512800000			Court Appointed Attorney Fees	\$5,250.00		
32742	12-Dec-11	549	Foster Press			\$835.60
28653			sex offender notification	\$835.60	\$0.00	\$835.60
001008521003104			Law Enforcement-Operating Cost	\$835.60		
32743	12-Dec-11	13764	Frontier			\$59.81
11/11 104448759303			Communications	\$59.81	\$0.00	\$59.81
001013519904200			General Government - Communica	\$19.94		
101016542004200			Street Fund - Communications	\$19.93		
410016542404200			Storm Water - Communications	\$19.94		
32744	12-Dec-11	12393	GLENS RENTAL SALES & SERVICE			\$249.35
S3492			Power Tool Repairs	\$249.35	\$0.00	\$249.35
101016542004800			Street Fund - Repair & Mainten	\$249.35		
32745	12-Dec-11	618	Granite Falls Towing			\$974.13
38602			Evidence towing	\$324.71	\$0.00	\$324.71
111008521103100			Operating Supplies	\$324.71		
38603			Evidence towing	\$324.71	\$0.00	\$324.71
111008521103100			Operating Supplies	\$324.71		
38604			Evidence towing	\$324.71	\$0.00	\$324.71
111008521103100			Operating Supplies	\$324.71		
32746	12-Dec-11	12785	IIMC-RECERTIFICATION PROGRAM			\$175.00
8957				\$175.00	\$0.00	\$175.00
001003514104900			City Clerks-Miscellaneous	\$175.00		
32747	12-Dec-11	13509	Industrial Supply, Inc			\$921.14
488872			Refuse hook	\$60.75	\$0.00	\$60.75
410016542403102			Storm Water - Operating Costs	\$60.75		
488873			Refuse hook	\$60.75	\$0.00	\$60.75
410016542403102			Storm Water - Operating Costs	\$60.75		

Detail Check Register

08-Dec-11

Lake Stevens

Check No	Check Date	VendorNo	Vendor		Check Amount	
488876			Rake	\$86.17	\$0.00	\$86.17
410016542403102			Storm Water - Operating Costs	\$86.17		
488879			Refuse hooks	\$121.50	\$0.00	\$121.50
410016542403102			Storm Water - Operating Costs	\$121.50		
488880			Broom, Gutter Eldin Swartze	\$463.57	\$0.00	\$463.57
410016531503104			DOE-G1100060 SW Capacity Exp	\$463.57		
489092			Post Hole digger	\$64.20	\$0.00	\$64.20
101016543504802			Facilities R&M (City Shop)	\$64.20		
489093			Post Hole digger	\$64.20	\$0.00	\$64.20
101016543504802			Facilities R&M (City Shop)	\$64.20		
32748	12-Dec-11	13327	Jennifer Anderson			\$780.00
11/1-12/30/11			Dep care reimb 11/1-12/30/11	\$780.00	\$0.00	\$780.00
001000281000000			Payroll Liabilities	\$780.00		
32749	12-Dec-11	13863	Johns Cleaning Service			\$94.58
716			Uniform cleaning svcs Nov 2011	\$94.58	\$0.00	\$94.58
001008521002600			Law Enforcment Clothing	\$94.58		
32750	12-Dec-11	852	Lake Stevens Journal			\$140.70
76214			Advertising - Comp Plan Amend	\$53.60	\$0.00	\$53.60
001007558004400			Planning - Advertising	\$53.60		
76245			Advertising - Comp Plan Amend	\$53.60	\$0.00	\$53.60
001007558004400			Planning - Advertising	\$53.60		
76282			Advertising Ord 863	\$33.50	\$0.00	\$33.50
001013514304400			General Government - Advertisin	\$33.50		
32751	12-Dec-11	12751	LAKE STEVENS POLICE GUILD			\$876.00
12/01/11			Union Dues	\$876.00	\$0.00	\$876.00
001000281000000			Payroll Liabilities	\$876.00		
32752	12-Dec-11	12342	Lake Stevens Seniors			\$250.00
2011			Human Services	\$250.00	\$0.00	\$250.00
001013555004100			Human Services	\$250.00		
32753	12-Dec-11	860	Lake Stevens Sewer District			\$585.00

Detail Check Register

08-Dec-11

Lake Stevens

Check No	Check Date	VendorNo	Vendor		Check Amount	
12/11			Utilities - Sewer	\$585.00	\$0.00	\$585.00
001008521004700			Law Enforcement - Utilities	\$65.00		
001010576804700			Parks - Utilities	\$130.00		
001012572504700			Library - Utilities	\$65.00		
001013519904700			General Government - Utilities	\$260.00		
101016542004700			Street Fund - Utilities	\$32.50		
410016542404700			Storm Water-Aerat. Utilities	\$32.50		
32754	12-Dec-11	12841	Law Offices of Weed, Graafstra			\$7,566.00
95			Prof Services	\$7,566.00	\$0.00	\$7,566.00
001005515204100			Legal - Professional Service	\$4,539.60		
101016542004100			Street Fund - Professional Ser	\$2,269.80		
410016542404101			Storm Water - Professional Ser	\$756.60		
32755	12-Dec-11	12355	LES SCHWAB TIRE & SERVICE			\$1,133.99
40200016307			Tires for PW28	\$556.03	\$0.00	\$556.03
410016542404800			Storm Water - Repairs & Maint.	\$556.03		
40200016339			Tire for PW19	\$577.96	\$0.00	\$577.96
410016542404800			Storm Water - Repairs & Maint.	\$577.96		
32756	12-Dec-11	12603	LES SCHWAB TIRE CENTER			\$40.40
40200017326			Flat repair	\$40.40	\$0.00	\$40.40
101016542004800			Street Fund - Repair & Mainten	\$20.20		
410016542404800			Storm Water - Repairs & Maint.	\$20.20		
32757	12-Dec-11	13755	LMN Architects			\$22,080.39
51607			Prof Services Sept 2011	\$22,080.39	\$0.00	\$22,080.39
001007558804111			Planning-Economic Development	\$22,080.39		
32758	12-Dec-11	12215	LOWES COMPANIES			\$1,157.26
911015			new shop (shower)	\$412.78	\$0.00	\$412.78
101016543504802			Facilities R&M (City Shop)	\$412.78		
920658			Tyvx suits and chem respirators	\$71.89	\$0.00	\$71.89
101016542003102			Street Fund Operating Costs	\$35.95		
410016542403102			Storm Water - Operating Costs	\$35.94		
954152			light fixtures	\$231.31	\$0.00	\$231.31
001013519904800			General Government - Repair/Ma	\$231.31		
978524			freezer for dead animal pick up	\$441.28	\$0.00	\$441.28
101016542004800			Street Fund - Repair & Mainten	\$441.28		

Detail Check Register

08-Dec-11

Lake Stevens

Check No	Check Date	VendorNo	Vendor	Check Amount	
32759	12-Dec-11	13899	Lutheran Community Services NW		\$7,500.00
2012		2012 Human Services contract		\$7,500.00	\$0.00
001013555004100		Human Services		\$7,500.00	
32760	12-Dec-11	13581	Martel Electronics, Inc		\$147.00
173819a		Patrol Car PT41/CAMERA REPAIR		\$147.00	\$0.00
001008521004800		Law Enforcement - Repair & Mai		\$147.00	
32761	12-Dec-11	13819	Mick Monken		\$9.00
12.5.11		Parking		\$9.00	\$0.00
101016542004300		Street Fund - Travel & Mtgs		\$9.00	
32762	12-Dec-11	13711	New Chapter Cleaning		\$665.95
1086		Janitorial Services		\$665.95	\$0.00
001007558004100		Planning - Professional Servic		\$21.85	
001007559004100		Building Department - Professi		\$21.85	
001008521004100		Law Enforcement - Professional		\$381.90	
001013519904100		General Government - Professio		\$109.25	
001013555504100		Community Center - Cleaning		\$87.40	
101016542004100		Street Fund - Professional Ser		\$21.85	
410016542404101		Storm Water - Professional Ser		\$21.85	
32763	12-Dec-11	13900	Northwest Fire Training Group		\$75.00
111206130202		Training J Ubert		\$75.00	\$0.00
001008521004901		Law Enforcement - Staff Develo		\$75.00	
32764	12-Dec-11	1091	Office Of The State Treasurer		\$14,041.34
Nov 2011		Nov 2011 State Court Fees		\$14,041.34	\$0.00
633008559005100		Building Department - State Bl		\$18.00	
633008589000003		Public Safety And Ed. (1986 As		\$6,448.16	
633008589000004		Public Safety And Education		\$3,847.40	
633008589000005		Judicial Information System-Ci		\$1,441.00	
633008589000008		Trauma Care		\$570.18	
633008589000009		school zone safety		\$127.70	
633008589000010		Public Safety Ed #3		\$157.85	
633008589000011		Auto Theft Prevention		\$799.95	
633008589000012		HWY Safety Act		\$55.45	
633008589000013		Death Inv Acct		\$86.35	
633008589000014		WSP Highway Acct		\$489.30	
32765	12-Dec-11	13443	Pigskin Uniforms		\$432.08
2011-11		Clothing - Guertin		\$432.08	\$0.00
001008521002600		Law Enforcment Clothing		\$432.08	

Detail Check Register

08-Dec-11

Lake Stevens

Check No	Check Date	VendorNo	Vendor	Check Amount	
32766	12-Dec-11	12450	PITNEY BOWES	\$224.34	
9619164-NV11			Postage machine Nov/Dec 2011	\$224.34	\$0.00
			001013519904500	General Government-Equip Renta	\$224.34
32767	12-Dec-11	1177	Puget Sound Clean Air Agency	\$1,890.50	
Q4.2011			Q4.2011 Clean Air Assessment	\$1,890.50	\$0.00
			001013531705100	General Government - Air Pollu	\$1,890.50
32768	12-Dec-11	13304	Purchase Power	\$419.09	
11/11 80009000018319			Postage	\$419.09	\$0.00
			001007558004200	Planning - Communication	\$42.17
			001008521004200	Law Enforcement - Communicatio	\$7.31
			001013519904200	General Government - Communica	\$357.10
			101016542004200	Street Fund - Communications	\$6.25
			410016542404200	Storm Water - Communications	\$6.26
32769	12-Dec-11	13898	Quadrant Homes	\$4,509.56	
BP2011-170			Refund permit BP2011-170	\$2,254.78	\$0.00
			001000322001000	Building Permits	\$2,254.78
BP2011-171			Refund permit BP2011-171	\$2,254.78	\$0.00
			001000322001000	Building Permits	\$2,254.78
32770	12-Dec-11	13901	Rock Hard Windshields	\$240.00	
I003717			Windshield repair PW1	\$240.00	\$0.00
			101016542004800	Street Fund - Repair & Mainten	\$240.00
32771	12-Dec-11	13842	Shannon & Wilson Inc	\$979.00	
85620			Prof services	\$979.00	\$0.00
			101016595616440	36th Street Bridge Repair	\$979.00
32772	12-Dec-11	12722	SHRED-it WESTERN WASHINGTON	\$49.50	
101140146			Shredding services	\$49.50	\$0.00
			001008521003104	Law Enforcement-Operating Cost	\$49.50
32773	12-Dec-11	13715	Sno Co Sherrifs Office	\$5,526.50	
2011-889			Prisoner Housing Nov 2011	\$5,526.50	\$0.00
			001008523005100	Law Enforcement - Jail	\$5,526.50
32774	12-Dec-11	1382	Snohomish County Public Works	\$11,036.07	
I000289011			Vehicle repairs	\$9,095.17	\$0.00

Detail Check Register

08-Dec-11

Lake Stevens

Check No	Check Date	VendorNo	Vendor	Check Amount		
001008521004800			Law Enforcement - Repair & Mai	\$7,962.95		
410016542404800			Storm Water - Repairs & Maint.	\$1,132.22		
I000289268			Signal repair	\$1,940.90	\$0.00	\$1,940.90
101016542640000			Street Fund - Traffic Control	\$1,940.90		
32775	12-Dec-11	12961	SNOHOMISH COUNTY PUD			\$2,666.70
103819354			Utilities - electric	\$225.47	\$0.00	\$225.47
001013519904700			General Government - Utilities	\$225.47		
103820587			Utilities - electric	\$564.29	\$0.00	\$564.29
001013519904700			General Government - Utilities	\$564.29		
103820588			Utilities - electric	\$1,023.40	\$0.00	\$1,023.40
001012572504700			Library - Utilities	\$883.87		
001013519904700			General Government - Utilities	\$139.53		
107133266			Utilities - electric	\$654.06	\$0.00	\$654.06
001013555504700			Community Center - Utilities	\$654.06		
110447671			Utilities - Electric	\$84.99	\$0.00	\$84.99
001008521004700			Law Enforcement - Utilities	\$84.99		
113769870			Utilities - Electric	\$42.12	\$0.00	\$42.12
101016542630000			Street Fund - Street Lighting	\$42.12		
113772022			Utilities - electric	\$31.75	\$0.00	\$31.75
001010576804700			Parks - Utilities	\$31.75		
117084347			Utilities - Electric	\$40.62	\$0.00	\$40.62
001010576804700			Parks - Utilities	\$13.54		
101016542004700			Street Fund - Utilities	\$13.54		
410016542404701			Storm Water Utilities	\$13.54		
32776	12-Dec-11	12961	SNOHOMISH COUNTY PUD			\$826.34
120411488			Utilities - electric	\$49.99	\$0.00	\$49.99
001013519904700			General Government - Utilities	\$49.99		
120412719			Utilities - electric	\$72.16	\$0.00	\$72.16
001010576804700			Parks - Utilities	\$72.16		
123724999			Utilities - Electric	\$178.54	\$0.00	\$178.54

Detail Check Register

08-Dec-11

Lake Stevens

Check No	Check Date	VendorNo	Vendor	Check Amount	
101016542630000			Street Fund - Street Lighting	\$178.54	
123726727			Utilities - Electric	\$72.14	\$0.00
410016542404700			Storm Water-Aerat. Utilities	\$72.14	
123728381			Utilities - Electric	\$118.91	\$0.00
001010576804700			Parks - Utilities	\$39.64	
101016542004700			Street Fund - Utilities	\$39.64	
410016542404701			Storm Water Utilities	\$39.63	
133669179			Utilities - electric	\$31.75	\$0.00
001010576804700			Parks - Utilities	\$31.75	
136898153			Utilities - Electric	\$148.44	\$0.00
101016542630000			Street Fund - Street Lighting	\$148.44	
136898154			Utilities - Electric	\$154.41	\$0.00
101016542630000			Street Fund - Street Lighting	\$154.41	
32777	12-Dec-11	12961	SNOHOMISH COUNTY PUD		\$11,753.63
136901476			Utilities - electric	\$156.59	\$0.00
001010575304901			Historical Museum	\$78.30	
001010575304905			Grimm House Expenses	\$78.29	
143535912			Utilities - Electric	\$421.03	\$0.00
001010576804700			Parks - Utilities	\$421.03	
143535913			Utilities - Electric	\$179.51	\$0.00
101016542630000			Street Fund - Street Lighting	\$179.51	
143538906			Utilities - electric	\$278.89	\$0.00
101016542630000			Street Fund - Street Lighting	\$278.89	
146855804			Utilities - electric	\$480.72	\$0.00
001013519904700			General Government - Utilities	\$480.72	
146855805			Utilities - electric	\$510.03	\$0.00
001013519904700			General Government - Utilities	\$510.03	
153477863			Utilities - Electric	\$8,938.57	\$0.00
101016542630000			Street Fund - Street Lighting	\$8,938.57	

Detail Check Register

08-Dec-11

Lake Stevens

Check No	Check Date	VendorNo	Vendor		Check Amount
153477864			Utilities - Electric	\$788.29	\$788.29
101016542630000			Street Fund - Street Lighting	\$788.29	
32778	12-Dec-11	12961	SNOHOMISH COUNTY PUD		\$1,439.76
153477865			Utilities - Electric	\$1,101.11	\$1,101.11
101016542630000			Street Fund - Street Lighting	\$1,101.11	
156768385			Utilities - Electric	\$338.65	\$338.65
101016542630000			Street Fund - Street Lighting	\$338.65	
32779	12-Dec-11	1388	Snohomish County Treasurer		\$279.15
Nov 2011			Nov 2011 Crime Victims Compensat	\$279.15	\$279.15
633008589000001			Crime Victims Compensation	\$279.15	
32780	12-Dec-11	1356	SNOPAC		\$16,082.57
5098			Dispatch Services	\$16,082.57	\$16,082.57
001008528005100			Law Enforcement - Snopac Dispa	\$16,082.57	
32781	12-Dec-11	13891	Tacoma Screw Products Inc		\$13.23
16008667			Self drilling screws	\$13.23	\$13.23
101016543504802			Facilities R&M (City Shop)	\$13.23	
32782	12-Dec-11	11787	Teamsters Local No. 763		\$573.00
12/01/11			Union Dues	\$573.00	\$573.00
001000281000000			Payroll Liabilities	\$573.00	
32783	12-Dec-11	13821	Terminix Commercial		\$59.73
309846003			Pest control Eagle Ridge Park	\$59.73	\$59.73
001010576803101			Parks-Eagle Ridge Pk Exp	\$59.73	
32784	12-Dec-11	1491	The Everett Herald		\$55.04
1759639			Advertising - Shoreline Master	\$55.04	\$55.04
001007558004400			Planning - Advertising	\$55.04	
32785	12-Dec-11	13247	The S Morris Co		\$75.00
6728			Dead animal pickup	\$75.00	\$75.00
101016542003102			Street Fund Operating Costs	\$75.00	
32786	12-Dec-11	13892	United States Media Television		\$9,900.00
Final pmt			Final pmt Econ Dev agreement	\$9,900.00	\$9,900.00
001007558804111			Planning-Economic Development	\$9,900.00	

Detail Check Register

08-Dec-11

Lake Stevens

Check No	Check Date	VendorNo	Vendor	Check Amount	
32787	12-Dec-11	11788	United Way of Snohomish Co.		\$257.68
12/01/11			Employee Contributions	\$257.68	\$0.00
001000281000000			Payroll Liabilities	\$257.68	
32788	12-Dec-11	13045	UPS		\$53.75
74Y42471			Evidence shipping	\$23.34	\$0.00
001008521004200			Law Enforcement - Communicatio	\$23.34	
74Y42481			Evidence shipping	\$29.41	\$0.00
001008521004200			Law Enforcement - Communicatio	\$29.41	
74Y42491			Evidence shipping	\$1.00	\$0.00
001008521004200			Law Enforcement - Communicatio	\$1.00	
32789	12-Dec-11	12158	VERIZON NORTHWEST		\$2,543.21
1033672677			Communications	\$2,543.21	\$0.00
001003511104200			Executive - Communication	\$57.56	
001003513104200			Administration-Communications	\$87.58	
001003514104200			City Clerks-Communications	\$34.77	
001003516104200			Human Resources-Communications	\$57.56	
001003518104200			IT Dept-Communications	\$115.12	
001007558004200			Planning - Communication	\$148.13	
001008521004200			Law Enforcement - Communicatio	\$1,434.53	
001010576804200			Parks - Communication	\$202.66	
101016542004200			Street Fund - Communications	\$202.65	
410016542404200			Storm Water - Communications	\$202.65	
32790	12-Dec-11	1579	VILLAGE ACE HARDWARE		\$451.93
Nov 11			Supplies	\$451.93	\$0.00
001010576804800			Parks - Repair & Maintenance	\$59.15	
001012572504800			Library - Repair & Maint.	\$55.68	
001013519903100			General Government - Operating	\$38.72	
101016542003102			Street Fund Operating Costs	\$82.45	
101016542004800			Street Fund - Repair & Mainten	\$16.82	
101016543504802			Facilities R&M (City Shop)	\$33.59	
410016542403102			Storm Water - Operating Costs	\$151.42	
410016542404800			Storm Water - Repairs & Maint.	\$14.10	
32791	12-Dec-11	1584	WA Assoc. Of Sheriffs and Poli		\$300.00
INV023837			Conf Registration - Lorentzen	\$300.00	\$0.00
001008521004901			Law Enforcement - Staff Develo	\$300.00	
32792	12-Dec-11	13055	Washington St. Dept of Printin		\$123.77
58331			printing services for the remainder o	\$123.77	\$0.00

Detail Check Register

08-Dec-11

Lake Stevens

Check No	Check Date	VendorNo	Vendor	Check Amount	
001008521003100			Law Enforcement - Office Suppl	\$123.77	
32793	12-Dec-11	12761	WASHINGTON STATE PATROL		\$10.00
112002710			Background check	\$10.00	\$0.00
001008521004100			Law Enforcement - Professional	\$10.00	
32794	12-Dec-11	13843	Weinman Consulting LLC		\$52,532.27
No 7 20th St			Professional services-20th St	\$7,807.62	\$0.00
001007558804111			Planning-Economic Development	\$7,807.62	
No 7 LS Ctr			Professional services-LS Ctr	\$9,150.32	\$0.00
001007558804111			Planning-Economic Development	\$9,150.32	
No 8 20th St			Professional services-20th St	\$20,007.41	\$0.00
001007558804111			Planning-Economic Development	\$20,007.41	
No 8 LS Ctr			Professional services-LS Ctr	\$15,566.92	\$0.00
001007558804111			Planning-Economic Development	\$15,566.92	
32795	12-Dec-11	13808	Yoshihiro Monzaki		\$3.00
113011			Parking	\$3.00	\$0.00
101016542004300			Street Fund - Travel & Mtgs	\$3.00	
32796	12-Dec-11	12845	ZACHOR & THOMAS, INC. P.S.		\$7,166.25
541			Prosecutor services	\$7,166.25	\$0.00
001013515210000			Prosecutor fees	\$7,166.25	
Total Of Checks:					\$247,284.99

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

Monday, November 28, 2011
Lake Stevens School District Educational Service Center (Admin. Building)
12309 22nd Street N.E. Lake Stevens

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

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

COUNCILMEMBERS ABSENT:

STAFF MEMBERS PRESENT: City Administrator Jan Berg, City Attorney Paul McMurray, Planning Director Becky Ableman, Finance Director/Treasurer Barb Lowe, Human Resource Director Steve Edin, Police Chief Randy Celori, Principal Planner Karen Watkins and Office Assistant Carin Hinman

OTHERS: Yevonne Noel, Holly Forbis, Todd Welch, Rich Meitzner, Tom Matlack, Bruce Morton, Gigi Burke, Sam Rodabough, and Joe Burcar from Department of Ecology

Guest Business. None

Consent Agenda. Councilmember Holder moved to approve the Consent Agenda items (A. Approve November vouchers: Claims 32649-32710 in the amount of \$121,990.14, Electronic Funds Transfers 394-397 in the amount of \$6,997.71 and Void check 32588 in the amount of \$180.00 for total vouchers of \$128,807.85 and B. Approve minutes of November 14, 2011 regular Council meeting), seconded by Councilmember Daughtry; motion carried unanimously. (7-0-0-0)

Confirm Appointments to Arts Commission. Mayor Little introduced new appointees Holly Forbis and Yevonne Noel and noted one Arts Commission position is still open.

MOTION: Councilmember Somers moved to appoint Yevonne Noel and Holly Forbis, seconded by Councilmember Quigley; motion carried unanimously. (7-0-0-0)

Executive Session. Mayor Little noted an executive session will be held at the end of tonight's meeting.

Public Hearing and fourth and final reading of Ordinance No. 856 adoption of the Shoreline Master Program and associated documents. Mayor Little read the public hearing procedure. Planning Director Ableman reviewed the proposed amendments based on Ecology's November 12, 2011 email and proposed revisions listed in the November 28, 2011 Staff Report. Included in the staff report were: staff drafted amendments to the Shoreline Master Program (SMP); Appendix B Section 6.D.F (3) on buffer functions to wetlands, information that was requested by staff to the City Attorney on the Shoreline Management Act and its purposes; email from resident Bruce Morton pertaining to covered moorage roofs and over water lighting;

email from lakefront property owner Karol Kottsick regarding the provisions for existing development; and email from Sam Rodabough and citizens group regarding comments on the draft SMP, lake edge wetlands, shoreline setbacks, mitigation sequencing and covered moorage.

Planning Director Ableman reviewed the following Department of Ecology's comments on: covered moorage, side-yard additions, shoreline stabilization, repair, maintenance and replacement, over-water structures, new piers, shoreline use policies, residential development, and definitions for accessory use, existing uses and water-dependant use. With each of DOE's comments is a proposed revision to the SMP.

In the critical area regulations, Appendix B, Planning Director Ableman requested Council change verbiage from "critical area regulations for shoreline jurisdictions" to "critical area regulations within shoreline jurisdictions" throughout the document.

Planning Director Ableman noted that in the Ecology comments under Covered Moorage, the word "boathouse" should read "covered moorages."

Councilmember Daughtry stated that previous public testimony requested allowing flat roof covered moorage but the SMP provision reads "only a peaked roof, allow any type roof except flat".

Public comments.

Rick Meitzner, Resident, 10404 Sandy Beach Drive, commented that he understands that the Fisheries Department has the final say on an HPA (Hydraulics Permit Application) regarding whether a sleeve can be used on a piling and if they require mitigation. He hopes the City would not include language that would prevent this. Also Mr. Meitzner asked that the attorney for Save Our Shorelines (SOS) be given more than three minutes for public testimony since many individuals donated money for him to be their spokesman and would be willing to give him their three minutes.

Tom Matlack, Resident, 2504 112th Drive NE, thanked everyone for all their hard work on the SMP. Mr. Matlack questioned if there is a public comment period before Department of Ecology (DOE). Mr. Burcar from DOE responded yes. Also will the document that goes to DOE be on the City's web site? Mayor Little responded yes.

Bruce Morton, Resident, 11222 Vernon Road, commented about the reason for the restriction for flat roofs and why they are not desired. The reasons given were flat roofs can be extensions, can go vertical and can block views, can facilitate jumping into the lake from high heights and is not safe. If the goal is to not block views, a flat roof is the best option. It will block off less than a peaked roof especially when you don't specify the maximum pitch. The 8.5 foot limit takes care of the railings and extensions. Chairs and tables wouldn't be put on a flat roof because they would be blown into the lake. Concerns about blocking views are self regulating because the person whose view is affected the most is the homeowner themselves. He believes that disputes between neighbors about blocked views are best handled between the neighbors themselves. With a maximum height of 8.5 feet, peaked roofs will not be difficult to jump off.

He stated he cannot believe that one to two minutes of lighting on the water is dangerous to fish. He'd like the regulation to only apply to continuous lighting because a motion sensor light is very useful for safety, security and pest control. He has a motion sensor light on his dock and it only activates periodically, and it only activates for one to two minutes. They have had things stolen from their boat at night and the motion sensor light helps for security purposes.

Sam Rodabough, Save Our Shorelines (SOS) – Lake Stevens Attorney, 11100 NE 8th Street, Suite 750, Bellevue, commented he represents SOS, a non-profit group of residents that own property on Lake Stevens. He reviewed the following issues:

(1) **wetland buffer issue**: it is his understanding that a compromise was struck today dealing with Ecology. He's seen that language, it's not perfect, but it is largely acceptable. He would recommend Council take action on that.

(2) **setback issues**: it is currently drafted in the SMP as a 60 foot standard setback that is really a 50 foot lake setback in the 10 foot building setback. For existing structures that are closer than 60 feet, the setback stops at the face of the structure; and we are allowing a limited one time side yard expansion of up to 200 square feet. His clients are proposing that for those structures that are closer to 60 feet, the setback actually be at line parallel to the face of the existing structure so that side yard expansions are considered conforming. They would be subject to all standard limitations on development. There are side yard setbacks, there are impervious surface limitations and there may even be view corridors under public access regulations and a side yard typically doesn't provide an ecological benefit, so we don't understand why we are limiting this to 200 feet. Moreover the 200 feet came from a provision that he had drafted in the City of Sammamish where the shoreline inventory shows properties are much more highly constrained than here on Lake Stevens. A 200 foot one time expansion is probably not going to be enough for a lot of large properties, especially if you're trying to expand a kitchen or other living area that are typically oriented towards the water on waterfront development. So they're asking to allow the setback to be in line parallel to the face of the existing structure so that they will have unlimited expansion subject to all of our standard development constraints. He explained if that's not acceptable, set some different higher limit on the one time expansion. They're suggesting having 600 square feet that can still be subject to no net loss so there's no need to go back to the consultant to ask what's acceptable; each individual development would have to prove that it would result in no net loss of shoreline ecological functions.

(3) **mitigation sequencing**: his proposed language is nearly verbatim language that was approved by Mr. Burcar in the City of Sammamish, but Council has not discussed it.

(4) **covered moorage**: he talked with City staff today about an internal consistency regarding a small issue on covered moorage, which staff supported and asked that those be approved.

(5) **last minute changes recommended from Ecology on the docks**: He prefers Council send the document to Ecology as is on docks rather than making those last minute changes such as changing regulations to not allow in-kind replacement, limiting the width within 30 feet of the ordinary high water mark.

Gigi Burke, Resident, 920 East Lakeshore Drive, thanked the Council for meeting and listening to them and being open minded to their ideas and their attorney. She stated we take this very personally because it is our home and our group has accepted and spent a lot of money which puts a certain amount of pressure on them to get results.

No further public comment was heard.

Lake Stevens City Council Regular Meeting Minutes November 28, 2011

MOTION: Councilmember Spencer moved to allow covered moorage, seconded by Councilmember Tageant; motion carried unanimously. (7-0-0-0)

MOTION: Councilmember Spencer moved to add Covered Moorage to the matrix on Page 50, and allow it as a Permitted Use the same as docks and with flat roofs prohibited, seconded by Councilmember Tageant; motion carried unanimously. (7-0-0-0)

MOTION: Councilmember Spencer moved to approve the covered moorage provisions, seconded by Councilmember Somers; motion carried with Councilmembers Tageant and Somers voting no. (5-2-0-0)

MOTION: Councilmember Spencer moved to allow up to 600 square feet side yard setbacks provided mitigation sequencing is applied, seconded by Councilmember Dooley; motion carried unanimously. (7-0-0-0)

MOTION: Councilmember Daughtry moved to approve the maintenance and repair related to exemptions throughout the document, seconded by Councilmember Spencer; motion carried unanimously. (7-0-0-0)

MOTION: Councilmember Holder moved to approve that soft stabilization structures be preferred over hybrid structures, seconded by Councilmember Spencer; motion carried unanimously. (7-0-0-0)

MOTION: Councilmember Quigley moved to change the language in repair, maintenance and replacement, that primary use be added, seconded by Councilmember Somers; motion carried unanimously. (7-0-0-0)

MOTION: Councilmember Holder moved to change requirements on piers, docks, floats, and walkways to make it a maximum of 6 foot width to accommodate ADA, seconded by Councilmember Spencer; motion unanimously carried. (7-0-0-0)

MOTION: Councilmember Spencer moved to approve alternative compliance revisions to the elements which Department of Fish and Wildlife review as part of a Hydraulic Permit approval, seconded by Councilmember Tageant; motion carried unanimously. (7-0-0-0)

MOTION: Councilmember Spencer moved on private non-commercial piers to remove the width exception for new piers, seconded by Councilmember Somers; motion carried unanimously. (7-0-0-0)

MOTION: Councilmember Quigley moved to leave as written Shoreline Use provisions for replacement docks to further work with DOE for comment, seconded by Councilmember Daughtry; motion carried unanimously. (7-0-0-0)

MOTION: Councilmember Quigley moved to change single family homes as a preferred use consistent with WAC Language, seconded by Councilmember Daughtry; motion carried unanimously. (7-0-0-0)

MOTION: Councilmember Somers moved to eliminate the examples from Accessory Use definitions, seconded by Councilmember Daughtry; motion carried unanimously. (7-0-0-0)

Lake Stevens City Council Regular Meeting Minutes November 28, 2011

MOTION: Councilmember Somers moved to remove Existing Uses definition, seconded by Councilmember Daughtry; motion carried unanimously. (7-0-0-0)

MOTION: Councilmember Holder moved to modify the definition of water-dependant use by deleting "but are not limited to", seconded by Councilmember Somers; motion carried unanimously. (7-0-0-0)

MOTION: Councilmember Daughtry moved to change from the staff drafted amendment to remove Appendix B, Section 6(D)(3) related to pre-existing wetlands buffer per WAC, seconded by Councilmember Holder; motion carried unanimously. (7-0-0-0)

MOTION: Councilmember Daughtry moved to strike provision that docks may not be maintained by placing PVC pipe around old pilings, seconded by Councilmember Tageant; motion carried unanimously. (7-0-0-0)

MOTION: Councilmember Quigley moved to change maximum length of docks from 200 feet to 150 feet, seconded by Councilmember Dooley; motion carried unanimously. (7-0-0-0)

MOTION: Council member Daughtry moved to only require continuous lights to require hooding, seconded by Councilmember Quigley; motion carried unanimously. (7-0-0-0)

MOTION: Councilmember Spencer moved to close the public comment portion of the public hearing, seconded by Councilmember Dooley; motion carried unanimously. (7-0-0-0)

MOTION: Councilmember Dooley moved to accept fourth and final reading with changes subject to cumulative impacts and no net loss report updates to reflect amendments, seconded by Councilmember Tageant; motion carried unanimously. (7-0-0-0)

Public hearing and second and final reading of Ordinance 865, 2012 proposed budget.

Finance Director/Treasurer Lowe reviewed the Six-Year General Fund forecast, 2012 Budget Focus, General Fund Reserve Balance, Budget and Future Forecast Revenues, General Revenue and Expenditure Fund assumptions, Capital/Project requests, staff levels, General Fund proposed expenditures, and Public Works Funds. Liquor Board profits affected by I-1183 were reviewed.

Public comments:

Bruce Morton, Resident, 11222 Vernon Road, suggested the City cut expenses by looking at the biggest items first which would be the request for two patrol cars at \$36,000 each. This could be cut to one patrol car saving \$36,000. In addition, the City could save \$25,000 by not demolishing the Eagle Ridge house and just leave it as is.

Todd Welch, Resident, 1727 94th Drive SE, stated with Initiative I-1133 there is a 27% tax for the new liquor sales to last two or three years and then would be reduced to 24%. So there is still revenue from the 27% new tax on the liquor sales.

No further public comment was heard.

Lake Stevens City Council Regular Meeting Minutes November 28, 2011

MOTION: Councilmember Spencer moved to close the public comment portion of the hearing, seconded by Councilmember Dooley; motion carried unanimously. (7-0-0-0)

MOTION: Councilmember Spencer moved to close the public hearing, seconded by Councilmember Somers; motion carried unanimously. (7-0-0-0)

MOTION: Councilmember Somers moved to accept the second and final reading of Ordinance No. 865, seconded by Councilmember Tageant; motion carried unanimously. (7-0-0-0)

Public Hearing and first reading of Ordinance No. 862, 2011 Comprehensive Plan

amendment. Principal Planner Watkins noted the Ordinance includes the text amendments reviewed at the prior workshop. The City received comments from two people. One comment was regarding the Parks Element where trails in the Constitution Hill area were not included. Eagle Ridge Park was included because we have a Master Plan for that Park. Major updates will be made next year to the Parks Element. The second comment was on the roads. We did make changes to Table 6-2, Exhibit B Street inventory, by adding proposed revisions to 20th 26th 27th 86th through 89th.

Public Comments. None

MOTION: Councilmember Holder moved to close public comment portion, seconded by Councilmember Somers; motion carried unanimously. (7-0-0-0)

MOTION: Councilmember Somers moved to close the public hearing, seconded by Councilmember Spencer; motion carried unanimously. (7-0-0-0)

MOTION: Councilmember Somers moved to approve 2011 Comprehensive Plan amendments first and final reading of Ordinance No. 862, seconded by Councilmember Tageant; motion carried unanimously. (7-0-0-0)

Executive Session. Mayor Little called for a five minute executive session on potential litigation at 9:48 p.m. After a five minute recess the executive session began at 9:53 p.m. and ended at 9:58 p.m.

Adjourn. 9:58 p.m.

Vern Little, Mayor

Carin Hinman, Office Assistant



LAKE STEVENS CITY COUNCIL
STAFF REPORT

Council Agenda Date: December 12, 2011

Subject: Lake Stevens Shoreline Master Program Update – Comprehensive Plan Amendments (LS2009-11)

Contact Person/Department: Rebecca Ableman/Karen Watkins **Budget Impact:** Grant

RECOMMENDATION(S)/ACTION REQUESTED OF COUNCIL: Hold a first and final reading and public hearing on the proposed Comprehensive Plan Amendments in Ordinance No. 866 related to the recently adopted Shoreline Master Program Update.

SUMMARY: Comprehensive Plan amendments to Chapter 10 Critical Areas Protection Element have been part of the Council review process for the SMP since the first public hearing in May 2011. However, in order to focus on the SMP document, staff requested of Council on November 21 to separate the Comprehensive Plan Amendments and Code Amendments from the adoption of the SMP. The SMP was adopted by Council on November 28 and is currently being finalized by staff with a submittal date to the Department of Ecology on December 9.

DISCUSSION: The Growth Management Act allows jurisdictions to amend comprehensive plans once a year, except in those situations enumerated in RCW 36.70A.130(2)(a) including with the adoption or amendment of a shoreline master program under the procedures set forth in Chapter 90.58 RCW. The proposed Comprehensive Plan amendments will provide more information in the introduction of Chapter 10 about the Shoreline Management Act and Shoreline Master Program. In addition, the policies of Goal 10.6 have been updated and new policies added. The goals and policies in the Comprehensive Plan are general, while the policies and regulations in the Shoreline Master Program are more specific to better guide development within the City's shorelines.

The proposed Comprehensive Plan amendments are not expected to need revision, even if Ecology requires changes to the adopted SMP. However, the Code Amendments related to the SMP will be adopted after final approval of the SMP by Ecology, as any revisions to the SMP could affect any code amendments adopted before the SMP is final.

APPLICABLE CITY POLICIES: The State requires all cities to update their Shoreline Master Programs (SMP) on a specific schedule. The updated SMP requires consistency with the Comprehensive Plan and Land Use Code.

BUDGET IMPACT: None as this is part of the SMP Update project.

ATTACHMENT: Ordinance No. 866 – Comprehensive Plan Amendments related to the SMP

CITY OF LAKE STEVENS
Lake Stevens, Washington
ORDINANCE NO. 866

AN ORDINANCE OF THE CITY OF LAKE STEVENS, WASHINGTON, AMENDING THE COMPREHENSIVE PLAN, ORDINANCES NO. 726 AND 739, AS AMENDED, BY APPROVING COMPREHENSIVE PLAN AMENDMENTS TO CHAPTER 10 “CRITICAL AREAS PROTECTION” REQUIRED BY THE ADOPTION OF THE 2011 LAKE STEVENS SHORELINE MASTER PROGRAM UNDER THE PROCEDURES SET FORTH IN CHAPTER 90.58 RCW.

WHEREAS, as one of the cities in Snohomish County, the City of Lake Stevens is required under RCW 36.70A.130(4)(a) to review and, if needed, revise its Comprehensive Plan and development regulations to ensure the plan and regulations comply with the Growth Management Act, Chapter 36.70A RCW; and

WHEREAS, on July 27, 2006, the Lake Stevens City Council enacted Ordinance No. 726 adopting an updated Comprehensive Plan for the City of Lake Stevens, and on November 27, 2006 enacted Ordinance No. 739 adopting Comprehensive Plan provisions consistent with the incomplete provisions adopted in Ordinance No. 726; and

WHEREAS, the Growth Management Act allows jurisdictions to amend comprehensive plans once a year, except in those situations enumerated in RCW 36.70A.130(2)(a) including with the adoption or amendment of a shoreline master program under the procedures set forth in Chapter 90.58 RCW; and

WHEREAS, the City is required to update its Shoreline Master Program pursuant to the Shoreline Management Act and Chapter 173-26 WAC; and

WHEREAS, on November 28, 2011 the City adopted a Final Draft of the 2011 Shoreline Master Program under a two year grant from the Washington State Department of Ecology to complete a comprehensive shoreline master program update; and

WHEREAS, the adoption of Comprehensive Plan amendments for sections relating to shoreline areas is necessary to retain consistency between the Lake Stevens GMA Comprehensive Plan and the 2011 Shoreline Master Program; and

WHEREAS, on April 15, 2011, the City issued a State Environmental Policy Act (SEPA) Determination of Non-Significance for the adoption of the Shoreline Master Program and related code amendments and Comprehensive Plan amendments and published the notice in the Everett Herald; and

WHEREAS, in taking the actions set forth in this ordinance, the City has complied with the requirements of the State Environmental Policy Act, Chapter 43.21C RCW; and

WHEREAS, on April 5, 2011 the City submitted the proposed Comprehensive Plan amendments and code amendments related to the 2011 Shoreline Master Program to the Washington State Department of Commerce for its 60-day review on and received documentation of completion of the procedural requirement on June 6, 2011; and

WHEREAS, the Lake Stevens Planning Commission, after review of the proposed Comprehensive Plan amendments, code amendments and 2011 Shoreline Master Program, held duly noticed public hearings on May 4 and 18, 2011, and all public testimony was given full consideration; and

WHEREAS, on May 23, June 13, July 11, November 21 and November 28, 2011, the Lake Stevens City Council reviewed the Planning Commission's recommendation relating to the proposed 2011 Shoreline Master Program and associated Comprehensive Plan amendments and code amendments and held a duly noticed public hearing, and all public testimony has been given full consideration; and

WHEREAS, the Washington State Department of Ecology will review and approve the 2011 Shoreline Master Program in 2012, with requested modifications or no modifications.

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

Section 1. The City Council hereby finds that the Comprehensive Plan Amendments in this Ordinance to Chapter 10 "Critical Areas Protection" required by adoption of the 2011 Shoreline Master Program meet the necessary criteria for approval of amendments to the Comprehensive Plan, in that:

1. The Amendments are consistent with the Growth Management Act and other applicable State laws;
2. The Amendments are consistent with the applicable County-wide Planning Policies;
3. The Amendments are consistent with the Community Vision or other goals, policies, and provisions of the Comprehensive Plan;
4. The Amendments can be accommodated by all applicable and available public services and facilities, including transportation;
5. The Amendments will change the development or use potential of a site or area without creating significant adverse impacts on existing sensitive land uses, businesses, and/or residents; and
6. The Amendments will result in long-term benefits to the community as a whole, and are in the best interest of the community.

Section 2. The Amendments shall be included with the Comprehensive Plan filed in the office of the Planning and Community Development Department and shall be available for public inspection.

Section 3. The City Council hereby amends the Comprehensive Plan and Ordinances No. 726 and 739, as amended, by adopting the Comprehensive Plan amendments to "Chapter 10 Critical Areas Protection" to read as set forth in the attached and incorporated **Exhibit 1**.

Section 4. Severability. If any section, clause, phrase, or term of this Ordinance is held for any reason to be invalid or unconstitutional, such decision shall not affect the validity of the remaining portions of this ordinance, and the remaining portions shall be in full force and effect.

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

PASSED by the City Council of the City of Lake Stevens this __ day of _____, 2011.

Vern Little, Mayor

ATTEST/AUTHENTICATION:

Norma J. Scott, City Clerk

APPROVED AS TO FORM:

Grant K. Weed, City Attorney

First Reading:
Published:
Effective Date:

EXHIBIT 1

AMENDMENTS TO CHAPTER 10
CRITICAL AREAS PROTECTION

OF THE

CITY OF LAKE STEVENS
GMA COMPREHENSIVE PLAN

CHAPTER 10 CRITICAL AREAS PROTECTION



INTRODUCTION

Much has happened since 1994 with regulations intended to protect our critical natural areas including a 1995 GMA amendment requiring counties and cities to include the best available science in developing policies and development regulations to protect the functions and values of critical areas. This chapter contains a basic description of the City of Lake Stevens natural environment, its current condition, and recommendations for its protection and enhancement. It also discusses current policies and regulations in effect to protect the local environment and recommends updates. As part of the integrated SEPA/GMA approach to this update, this section also discusses how critical areas protection factors into the other elements of the Plan.

Chapter 2 presents a good overall description of the City's natural environment. The City and its environs are characterized by plateaus and steep ravines, wetlands, significant creek corridors, three drainage basins and Lake Stevens. The lake itself is the most prominent environmental feature and is sensitive to the effects caused by urban development. ~~((A drainage district has had responsibility for water quality in the lake for several years, working jointly with the City and County.))~~

There remain significant habitat and green spaces in the City. Most recent housing developments have been required to dedicate Native Growth Protection Areas (NGPA) and other buffers around critical areas to assist in preserving their quality. The City also has tree retention regulations and innovative subdivision design regulations to protect these areas. The City also maintains a Shoreline Master Program that requires land use and environmental protections along the vast shoreline areas (Lake Stevens and portions of Catherine Creek and Little Pilchuck Creek and associated wetlands) within the City of Lake Stevens. Critical areas within shoreline jurisdiction will be regulated under the Shoreline Master Program critical areas regulations.

The City ~~((will-))~~adopted an updated Critical Areas Ordinance in 2008, which ~~will-))~~contains provisions for "Best Available Science", a requirement of GMA, ~~((The City will update its critical areas regulations))~~ using the Best Available Science Document prepared for the City by URS Consultants reflecting the unique environmental conditions in Lake Stevens.

The City of Lake Stevens manages the shoreline environment through implementation of the Shoreline Master Program. The Washington State Shoreline Management Act (SMA), passed in 1971, provides guidance and prescribes the requirements for locally adopted Shoreline Master Programs. The SMA establishes a broad policy giving preferences to uses that:

- Protect shoreline natural resources, including water quality, vegetation, and fish and wildlife habitat;
- Depend on the proximity to the shoreline (i.e., "water-dependent uses); and

- Preserve and enhance public access or increased recreational opportunities for the public along shorelines.

The SMA establishes a balance of authority between local and state government. Under the SMA, Lake Stevens adopts a Shoreline Master Program that is based on state guidelines but tailored to the specific needs of the community. The program represents a comprehensive vision of how shoreline areas will be used and developed over time.

The City of Lake Stevens' identity is strongly influenced and defined by its setting around the lake. The lake provides varied recreational opportunities for residents and visitors. Therefore, the utilization, protection, restoration and preservation of the shoreline must be considered for all development within shoreline areas.

The City and Snohomish County share jurisdiction of Lake Stevens with the City regulating within City boundaries and the County within the southeast portion of the lake still within the Urban Growth Area. The City adopted Snohomish County's Shoreline Master Program in 1974. Over the almost four decades since the original adoption of a Shoreline Master Program, the lake front environment has substantially changed with additional single-family homes and subdivided lots, additional docks and bulkheads, and the loss of habitat along the shoreline. Impervious surfaces have increased both within the shoreline area and in adjacent watersheds, thus increasing surface water flows and impacting water quality and habitat for fish.

To address these changes, comply with the mandates of the Shoreline Management Act and enable the City to plan for emerging issues, the City initiated an extensive update of its Shoreline Master Program in 2009 with final adoption in 2012. The Program will preserve the public's opportunity to enjoy the physical and aesthetic qualities of Lake Stevens, Catherine Creek and Little Pilchuck Creek while protecting the functions of the shorelines so that at a minimum, the City achieves a "no net loss" of ecological functions as required for shorelines of the State.

GOALS AND POLICIES

GOAL 10.1: PROTECT THE NATURAL ENVIRONMENT AND CONSERVE ALL CRITICAL AREAS, INCLUDING WETLANDS, SHORELINES, CREEKS/STREAMS, GEOLOGICAL HAZARD AREAS AND WILDLIFE HABITATS.

Policies

- 10.1.1 Update critical areas regulations which reflect the Best Available Science (BAS) pursuant to the GMA. These regulations must protect the functions and values of these areas and not unduly reduce property rights by requiring greater protection measures which offer diminishing beneficial returns.
- 10.1.2 Ensure compatibility of land uses with topography, geology, soil suitability, surface water, ground water, frequently flooded areas, wetlands, climate, and vegetation and wildlife.
- 10.1.3 Prevent a net loss of ecological functions and values. Require mitigation for impacts from new development within critical areas.

- 10.1.4 Encourage flexibility in design, development such as Conservation Design to utilize cluster development to conserve open space and protect critical areas.
- 10.1.5 Promote and encourage sustainable development through efficient land use, green building design, and water conservation.
- 10.1.6 Encourage and support local community programs to enhance natural resources.
- 10.1.7 The City of Lake Stevens should protect native plant communities by encouraging management and control of non-native invasive plants, including aquatic plants. Environmentally sound methods of vegetation control should be used to control noxious weeds.
- 10.1.8 Incorporate the use of innovative design provisions allowing design of new development to take advantage of such standards as Low Impact Development surface water techniques that employ inventive proposals ensuring the same or better critical area protection.

GOAL 10.2: PROTECT HABITAT AREAS FOR FISH AND WILDLIFE.

Policies

- 10.2.1 Recognize the value of maintaining corridors for fish and wildlife and consider appropriate means of protecting significant corridors.
- 10.2.2 Protect Lake Stevens' priority habitats, habitats of local importance, and listed species habitats.
- 10.2.3 Support actions that protect other non-listed threatened species from becoming listed and endangered.

GOAL 10.3: PROVIDE FOR LONG-TERM PROTECTION AND NO NET LOSS OF WETLAND ECOLOGICAL FUNCTIONS AND VALUES.

Policies

- 10.3.1 Protect existing wetlands from the impacts of new development to the greatest extent possible.
- 10.3.2 Protect functions and values of wetlands.
- 10.3.3 Protect existing wetlands with size greater than one acre that are valuable for wildlife habitat or are not artificially created from non-wetland sites (drainage ditches, grass-lined swales, detention ponds, landscape amenities, etc).
- 10.3.4 Require wetland buffers and building setbacks around regulated wetlands to preserve vital wetland functions and values.
- 10.3.5 Require mitigation for any activity, which alters regulated wetlands and their buffers.

10.3.6 Support wetlands protection through non-regulatory approaches such as the adoption-a-wetland conservation program and low impact development.

10.3.7 Work with the land trust and other similar organizations to protect wetlands and other critical areas.

GOAL 10.4: ENHANCE THE QUALITY OF SURFACE WATER.

Policies

10.4.1 Protect water quality from the adverse impacts associated with erosion and sedimentation.

10.4.2 Protect water resources, including surface water, groundwater and critical aquifer recharge areas.

10.4.3 Protect the water quality of the City's creeks and its lake.

10.4.4 Require the use of drainage, erosion and sediment control practices for all construction or development activities.

10.4.5 Protect and preserve vegetation located along creek/stream corridors.

10.4.6 Provide buffers for new development along creeks and streams.

10.4.7 Consider creating a new staff position – "Watershed Steward" to inventory and educate the public on the importance of preserving the surface waters.

GOAL 10.5: DECREASE POTENTIAL FOR FLOODING FROM STORM-WATER RUNOFF.

Policies

10.5.1 Promote retention of storm-water. Encourage regional stormwater treatment solutions.

10.5.2 Preserve natural drainage courses.

10.5.3 Minimize adverse storm-water impacts generated by the removal of vegetation and alteration of landforms.

10.5.4 Adopt and encourage incentive programs for new development to use best management practices such as reduction of impervious surfaces and provisions for filtering pollutants.

10.5.5 Encourage and support the retention of natural open spaces or land uses, which maintain hydrologic function and are at low risk to property damage from floodwaters within frequently flooded areas.

GOAL 10.6: IMPLEMENT THE STATE SHORELINES MANAGEMENT ACT ALONG SHORELINES OF STATEWIDE SIGNIFICANCE IN THE CURRENT OR ULTIMATE CITY LIMITS OF LAKE STEVENS.

Policies

- 10.6.1 Protect Shorelines by limiting uses and activities, which are incompatible with the shoreline environment.
- 10.6.2 New development within shoreline jurisdiction shall meet the policy requirements adopted within the City Shoreline Master Program.
- 10.6.3 Maintain native riparian vegetation encouraging the use of native species for landscaping and mitigation on the shores of Lake Stevens and along rivers, creeks/streams and wetlands and discourage the use of invasive plants that threaten native vegetative communities.
- 10.6.4 Encourage ~~((shoreline-))~~water-dependent economic activities along City shorelines that will enhance the economic viability near commercial centers.
- 10.6.5 Promote development of diverse, convenient recreational opportunities along public shorelines within the City that are consistent with the character and physical limitations of the land.
- 10.6.6 Extend the Waterfront Residential Zone to shoreline areas as they annex to the City.
- 10.6.7 Encourage development of public~~((pedestrian))~~ access along the shoreline where practical.
- 10.6.8 Require developers to indicate how they plan to preserve shore vegetation and control erosion.
- 10.6.9 Encourage cluster development wherever feasible to maximize use of the shorelines by residents, maximizing both on-site and off-site aesthetic appeal, and minimizing disruption of the natural shorelines.
- 10.6.10 Encourage development of shared docks or the addition of open decking to reduce cover for migration of fish species along the shoreline.
- 10.6.11 Encourage removal of existing bulkheads with replacement with softer alternatives or addition of vegetation waterward of existing bulkheads to reduce wave action and provide additional habitat for aquatic species.
- 10.6.12 Educate property owners within shoreline jurisdiction on the proper maintenance of docks and decks, grass and gardens, and driveways or cars to reduce the types of pollutants potentially reaching the lake or creeks.
- 10.6.13 Create a tracking system and periodically evaluate the cumulative effects of all project actions in shoreline jurisdiction.

GOAL 10.7: PROMOTE POLICIES AND DEVELOPMENT STANDARDS THAT MINIMIZE THE THREAT OF FLOODING.

Policies

- 10.7.1 Protect natural drainage systems associated with floodways, floodplains or other areas subject to flooding.
- 10.7.2 Emphasize flood prevention and damage reduction.

GOAL 10.8: LOCATE DEVELOPMENT WITHIN THE MOST GEOLOGICALLY SUITABLE AND NATURALLY STABLE PORTIONS OF A DEVELOPMENT.

Policies

- 10.8.1 Classify and designate areas on which development should be prohibited, conditioned, or otherwise controlled because of danger from geologic hazards.
- 10.8.2 Require geotechnical studies and special engineering or design as necessary for new developments in potential geologically hazardous areas.
- 10.8.3 Encourage cluster development for new residential development in areas of geologic hazards.



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

Monday, November 21, 2011
Lake Stevens School District Educational Service Center (Admin. Bldg.)
12309 22nd Street N.E. Lake Stevens

CALL TO ORDER: 7:01 p.m. by Mayor Vern Little

COUNCILMEMBERS PRESENT: Mark Somers, Suzanne Quigley, Kathy Holder, Kim Daughtry, Marcus Tageant, and John Spencer

COUNCILMEMBERS ABSENT: Neal Dooley

STAFF MEMBERS PRESENT: City Administrator Jan Berg, City Attorney Paul McMurray, Planning Director Becky Ableman, Principal Planner Karen Watkins, Human Resource Director Steve Edin, and Police Chief Randy Celori

OTHERS: Kevin St. John, Sam Rodabough, Kristin Kelly, Bruce Morton, Tom Matlack, Neal Karman, Patricia Perry, Richard Meitzner, and Brent Kirk

Excused absence. Councilmember Spencer moved to excuse Neal Dooley, seconded by Councilmember Quigley; motion carried unanimously. (6-0-0-1)

Public Hearing on Ordinance No. 856, adoption of the Shoreline Master Program (SMP) and associated documents. Principal Planner Watkins read the public hearing procedure.

Planning Director Ableman reviewed the following from the Staff Report: Page 2. Covered moorage – Subcommittee is looking at allowing covered moorage. Citizen group proposed a larger size, but Subcommittee agreed to a smaller footprint of 240 square feet. City's consultant determined this would meet No Net Loss and Cumulative Impacts Analysis; Existing Development & Nonconforming Uses and Lots – the reference to conditional use permit was removed and separation of existing single-family residential development from nonconforming uses and lots; Lake Setback – allow existing face of structure as existing setback and even if not 60 ft. from lake, allow a one-time additional 200 sq. ft. expansion with mitigation. Consultant says this will meet No Net Loss and Cumulative Impacts Analysis if vegetation plantings occur adjacent to and up to 20 feet from lakeshore to provide an ecological impact; additional language will need to be added; Wetland Buffer Reduction – new language for reduction of wetland buffer in the Shoreline Residential and High-Intensity environment designations on the lake was drafted by the citizen group and reviewed by staff; staff will discuss with Ecology on Wednesday during phone conference; shoreline and wetland ecological functions must still be protected; the proposed language is included in supplemental information Attachment 7. The applicant hires a qualified professional to prepare a report to prove No Net Loss; and describe wetland class and boundaries, effects on wetland, existing site conditions, findings required, and mitigation.

Councilmember Quigley asked how is unmitigated defined. Planning Director Ableman responded it is described in the Wetlands Guidelines from the State.

Councilmember Quigley asked if all the letters and e-mails in the supplemental packet are all the public comments. Planning Director Ableman responded yes, these are the only written testimony since July 11, 2011. Principal Planner Watkins noted that the submitted language revisions from the citizen group was attached to the November 14th Workshop staff report.

Councilmember Holder asked why the measurement for how bright lights on docks could be on was removed? Principal Planner Watkins responded it is regulated under the nuisance regulations.

Councilmember Daughtry noted on Page 78 – Covered moorage, the proposed SMP says flat roofs prohibited and requires peaked roofs. However, there are also domed or curved roofs available and these should be allowed. Just say flat roofs are prohibited. Planning Director Ableman suggested bringing up the type of roof as an amendment.

Councilmember Quigley asked what the discussions have been like with the County in last few weeks with the different regulations. Planning Director Ableman commented the two plans will not be consistent, such as smaller dock sizes in the County plan. The County's plan is for all their lakes in many different sizes, so it is hard to have completely consistent regulations.

Councilmember Holder asked that on Page 23 the 3rd bullet on saltwater habitat should be removed. Principal Planner Watkins commented this is directly from the WAC's but can be removed as we do not have saltwater.

Mayor Little noted there will be another hearing November 28 and still time to provide public comments.

Councilmember Spencer asked if written testimony can be submitted. Mayor Little responded yes.

Public Comments.

Kevin St. John, Resident, 201 Stitch Road, Lake Stevens, thanked Council for meeting with the citizen group and representatives and for Council's effort to work with them. The proposed SMP with a few tweaks will protect property rights. It was agreed at the last Subcommittee meeting that three watercraft lifts, not one boat and two personal watercrafts would be allowed; draft SMP language was not changed. The docks language was changed from 8 feet at the high water mark at the end of the dock to 5 feet at the low water mark. He believes this is too shallow. A longer dock puts activities out farther which protect the first 30 feet from shore. Referring to his handout (**attached**), 90% of all spinal cord injuries occur when diving in 6 ft. or less. The Red Cross shows safe diving depth at 8 feet.

Sam Rodabough, 1100 NE 8th Street, Suite 750, Bellevue, is legal counsel for Save Our Shorelines Lake Stevens, which is a group of property owners that live on Lake Stevens. He expressed gratitude to Council and Subcommittee for working with them.

Mr. Rodabough reviewed the following issues:

(1) Wetland buffer - he spoke with Jeff Talent and Tom Clingman at Ecology and hopes it will lead to a resolution – looking at a standard shoreline setback of 60 feet but may have many property owners under the current SMP that have small lake edge wetlands that have larger buffers than the mere 60 feet so they are working on that issue. The proposal in the handout **(attached)** was drafted after another similarly approved SMP.

(2) Setbacks (diagramed two alternatives on an easel) - the current alternative is to allow the water ward face of an existing home to be the new setback with a one-time allowance for a 200 square foot addition within the area between existing face and setback. A second alternative allows the face of the existing home plus ten feet water ward to be built on and not limit it to 200 square feet. The 200 feet comes from Sammamish but they have more constrained lots.

(3) Mitigation sequencing – use language approved by Ecology in the Sammamish SMP that makes it clear there are other parts of the SMP that already have a pre-set determination of what mitigation is and not use the standard mitigation table.

(4) Docks – should include an exception for shorter docks to allow an administrative exception for boat lifts in the first 30 feet.

(5) Nonconforming use regulations - are confusing. He will work with staff for next week's hearing.

Councilmember Quigley asked for clarification on the setback diagram – are buildings allowed in front of the horizontal line? Planning Director Ableman responded houses remain if 60 feet back. There is a one-time expansion of 200 square feet to the side, not towards the water.

Mayor Little commented the applicant must still meet impervious surface requirements.

Kristin Kelly, Futurewise & Pilchuck Audubon Society, 1429 Ave D #532 Snohomish, (submitted a comment letter - **attached**) commented she didn't know about the new supplemental changes and is very frustrated with the process. She represents public interest for environmental issues, but is not part of the "citizen group". She stated it is hard to have time to make comments when she receives changes so late. She knows the City is also under deadlines. She previously asked Ms. Watkins about whether comments would be taken on November 28th, but she didn't know. Mayor Little responded that is a Council decision.

Bruce Morton, Resident, 11222 Vernon Road, Lake Stevens, commented as follows on covered moorage: pleased with allowing a solid structure with roof, complaint is the specification as to shape of the roof, the fish don't care about the shape of roof, the SMP is for ecological regulations, write separate regulations for ecological and aesthetic issues, and regulations for aesthetics of a roof type does not have a place in an SMP.

Tom Matlack, Resident, 2504 112th Place NE, Lake Stevens is concerned with allowing buoys and mooring pilings because they take away some of the navigable water for fishermen and would like to see buoys and mooring pilings go away unless someone does not have a dock.

Neal Karman, Resident, 1725 Vernon Road, Lake Stevens (handout - attached), commented he has been sending emails to staff and had fabulous responses. The references to boats in the SMP should be referenced as watercraft. The term "watercraft" should be used unless referencing a particular use and need to add a definition for watercraft.

Patricia Perry, Resident, 1611 Vernon Road, Lake Stevens, commented she keeps seeing grading and 40% open space in first 30 feet and the reason is to provide the ability to have 19 new docks built and still meet the No Net Loss. New dock owners should pay the expense for reducing to 40% open space not current dock owners, who should be grandfathered.

Rick Meitzner, Resident, 10404 Sandy Beach Drive, Lake Stevens, thanked Council, Mayor and Subcommittee for working with them and listening. Chapter 4 does not allow sleeving of rotted pilings and not sure if this is allowed elsewhere. Sleeving with PVC pipe is common as pilings rot above the water line.

Brent Kirk, Resident, 25 S. Davies Road, Lake Stevens, commented Council and staff has done a great job. It isn't staff or Council requiring certain regulations but Ecology.

No further comments were heard from the public.

Mayor Little stated Department of Ecology has the final say.

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

Councilmember Spencer commented he will e-mail his questions. They are in regards to accessory utilities and undergrounding these. Cut and fill may require boring deep enough to avoid fill (through engineering or new technology). In regards to the Flood Plain Map and setbacks, we need consistency.

Principal Planner Watkins commented she and Senior Planner Wright worked together to make sure his Federal Emergency Management Act (FEMA) regulations and the SMP were consistent. His FEMA regulations say that in shoreline areas, the SMP setback requirements will be sufficient to meet flood requirements.

Councilmember Spencer commented that on Page 65 decking language is redundant. On Page 69 canopy and boat covers conflict; use one. On Page 69 personal watercraft is still in the document. Wildlife Conservation Area setback shouldn't be needed. Principal Planner Watkins responded it is only used in the Natural Environment designation.

Councilmember Holder questioned the PVC cover of pilings. Principal Planner Watkins responded this was a request from Fish and Wildlife as the PVC pipes creates a larger area of disturbance of the lake bottom. Planning Director Ableman noted that Fish and Wildlife won't approve the PVC.

Councilmember Spencer requested, prior to adoption, legal counsel address if the SMP is for ecological regulations only or for a broader purpose?

MOTION: Councilmember Tageant moved to approve third reading of the Shoreline Master Plan with the 4th reading on November 28, seconded by Councilmember Spencer; motion carried unanimously. (6-0-0-1)

Planning Director Ableman asked if Council will allow oral or written testimony for the November 28th meeting.

The motion was amended by the motion maker and seconded as follows: moved to approve the third reading of Ordinance No. 856 Shoreline Master Program with continuation on November 28 allowing public testimony at that time and we'll allow written testimony until that time; motion carried unanimously. (6-0-0-1)

Adjourn. Councilmember Daughtry moved to adjourn at 8:11 p.m., seconded by Councilmember Somers; motion carried unanimously. (6-0-0-1)

Vern Little, Mayor

Norma Scott, City Clerk/Admin. Asst.

A Safe Depth for Docks for a Water Dependant Use Swimming and Diving in Lake Stevens

It is estimated that approximately 800 spinal cord injuries resulting from diving into a body of water occur each year in the United States.¹ Approximately $\frac{3}{4}$ occur in the natural aquatic environment (lakes, ponds, streams, etc.) while the remaining amount occur in swimming pools. It is estimated that ninety percent of these incidents occur in water depths **less than 6 feet**.^{1,2}

Diving Safety Recommendations:

WAC 246-260-131 Operation of water recreation facilities

(1) Operation plan. Owners shall ensure proper operation to protect the public health, safety, and water quality by establishing standard practices and developing a written operations manual addressing each of the following:

(e) Diving during supervised swimming instruction into water depths recognized as adequate by the organization certifying the activity, **such as ARC**; (*emphasis added*)

- The American Red Cross (**ARC**) recommends a minimum of 8 feet of water depth for head first dives.³

References:

1. **Diving Injuries: The Etiology of 486 Case Studies with Recommendations for Needed Actions.** M. Alexander Gabrielsen, Ph.D.
2. **Diving Safety in Swimming Pools. A Report to the National Swimming Pool Foundation.** Richard Stone.
3. **American Red Cross Basic Water Safety**, Washington, D.C.,

SUBMITTED AT MEETING OF
11/21/2011
FOR PUBLIC RECORD

PC Recommendation **Public Hearing Changes** **Subcommittee Proposal** Other Changes

Regulation:

Standard Minimum Building Setback from OHWM	50 ft lake setback + 10 ft building setback 60 feet
Standard Minimum Deck Setback from OHWM	10 feet
Maximum Impervious Surface of Lot Area Above OHWM	40%

As an alternative to the above standard lake and building setbacks, those setbacks may be established as set forth in Section 2.a.ii below.

See exception in Section C.B.c.3.a for lots smaller than half the minimum size. Standard 2.a.i. discussed below requires the averaging of the setbacks of adjacent dwelling units with a minimum setback of 60 feet.

3. Legally-constructed single-family residences and appurtenant structures used for a conforming use, but that do not meet the regulations of this SMP for setbacks, buffers, yards, areas, bulk, height, or density shall be considered conforming structures.

23. New residential development, including new structures, new pavement, and additions, within shoreline jurisdiction on lakes shall adhere to the following standards: PLACEHOLDER FOR POTENTIAL LANGUAGE OPTIONS FOR SETBACK OF EXISTING STRUCTURES

a. Setbacks:

- i. New Buildings: Set back all covered or enclosed structures with a minimum of the standard setback, which is a lake setback of 50 feet from the OHWM plus an additional 10 foot building setback. Where the Shoreline Administrator finds that an existing site does not provide sufficient area to locate the residence entirely landward of this setback, the Shoreline Administrator may allow the residence to be located closer to the OHWM, provided all other provisions of this SMP are met and impacts are mitigated.
- ii. Existing Buildings: As an alternative to the standard 50-foot lake setback and 10-foot building setback, the building setback may be established at a line parallel to the face of an existing single-family residence and, in such case, the lake setback is established 10 feet waterward of the alternative building setback. The allowances below for building overhangs and patios and decks shall apply to such alternative setbacks.
- ii. Building overhangs are allowed to extend no more than 18 inches into the building setback.
- iii. Patios and decks: Uncovered patios made with porous materials or above grade decks that are no higher than 2 feet above grade may extend a maximum of 10 feet into the building setback, up to within 50

PC Recommendation Public Hearing Changes Subcommittee Proposal Other Changes

4. Environmental Impacts

a. Applicability

The following policies and regulations apply to all uses and development in shoreline jurisdiction that are not within the jurisdiction of the Critical Areas Regulations as addressed in Section B.3 above.

b. Policies

1. In implementing this SMP, the City should take necessary steps to ensure compliance with Chapter 43.21C RCW, the Washington State Environmental Policy Act of 1971, and its implementing guidelines.
2. All significant adverse impacts to the shoreline, not otherwise avoided or mitigated by compliance with this SMP, should be avoided or, if that is not possible, minimized to the extent feasible and provide mitigation to ensure no net loss of ecological function.

c. Regulations

1. All project proposals, including those for which a shoreline permit is not required, shall comply with Chapter 43.21C RCW, the Washington State Environmental Policy Act.
2. Projects that cause significant ecological impacts, as defined in Definitions, not otherwise avoided or mitigated by compliance with this SMP, are not allowed unless mitigated according to the sequence in subsection c. 4 below to avoid reduction or damage to ecosystem-wide processes and ecological functions.
3. Projects that cause significant adverse impacts, other than significant ecological impacts, not otherwise avoided or mitigated by compliance with this SMP, shall be mitigated according to the sequence in subsection c.4 below.
4. The City will set mitigation requirements or permit conditions based on impacts identified per this SMP. In order to determine acceptable mitigation, the City Shoreline Administrator may require the applicant to provide the necessary environmental information and analysis, including a description of existing conditions/ecological functions and anticipated shoreline impacts, along with a ~~restoration-mitigation~~ plan outlining restoration, if applicable and how proposed mitigation measures would result in no net loss of shoreline ecological functions.

Where applicable. ~~When~~ when applying mitigation to avoid or minimize significant adverse effects and significant ecological impacts, the City will apply the following sequence of steps in order of priority, with (a) being top priority:

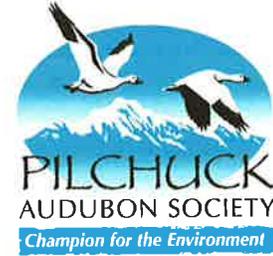
- a. Avoiding the impact altogether by not taking a certain action or parts of an action;

PC Recommendation Public Hearing Changes Subcommittee Proposal Other Changes

water-dependent uses may use a dock constructed for a water-dependent use as long as they do not impede the water-dependent use. Over-water structures built solely for the purpose of a non-water-dependent use are prohibited.

2. All moorage and other over-water structures shall be designed and located so as not to constitute a hazard to navigation or other public uses of the water.
3. Proposed private over-water structures which do not comply with the dimensional standards contained in this chapter may only be approved if they obtain a shoreline variance. (See Chapter 7 Section D.)
4. No portion of the deck of a pier shall, during the course of the normal fluctuations of the elevation of the waterbody, protrude more than three (3) feet above the OHWM. Temporary cabanas without a permanent frame and diving boards over 3 feet in height may be allowed. Temporary structures are allowed for only five months of the year (May 1 – September 30).
5. Docks, piers, and other developments for water-dependent uses shall be located at least ten (10) feet from the extended side property lines (extended at the same angle as the property line on shore), except for joint use structures. Where a ten (10) foot setback is not feasible, as determined by the Shoreline Administrator, a five (5) foot setback from the side property line may be permitted. All over-water structures shall be configured to minimize interference with rights of navigation.
6. No residential use may occur over water, including houseboats, live-aboards, or other single- or multi-family dwelling units.
7. **Only piers and ramps are permitted in the first 30 feet of the OHWM. All floats, Ellis, and fingers, and lifts must be at least 30 feet waterward of the OHWM.**
Exception: For minor docks, the Shoreline Administrator may make an administrative exception to allow lifts within the first 30 feet if the applicant submits a specific request, reason for the request and documentation of the deck dimensions and proposed locations for lifts.
8. All pier and dock dimensions shall be minimized to the maximum extent feasible. The proposed length must be the minimum necessary to support the intended use.
9. Skirting that extends to the water is not permitted on any structure except to contain or protect floatation material.
10. All piers, docks, and similar structures shall at no time rest on the lake substrate.
11. All over-water structures and other water-dependent use developments shall be constructed and maintained in a safe and sound condition. Abandoned or unsafe structures shall be removed or repaired promptly by the owner.
12. Lighting associated with over-water structures shall be beamed, hooded or directed to avoid causing glare on adjacent properties or waterbodies.

SUBMITTED AT MEETING OF
11/21/2011
FOR PUBLIC RECORD



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

November 21, 2011

Re: Shoreline Master Plan Update Public Hearing

Dear Mayor Little and Council members,

Thank you for the opportunity to comment on the latest amendments being proposed for the city's Shoreline Master Program. Futurewise is a statewide nonprofit organization that promotes healthy communities while protecting farmland, forests and shorelines. Pilchuck Audubon Society's Smart Growth program works hard to stem the consequences of irresponsible development, and to ensure that sensitive areas and wildlife habitat maintain a high profile in growth management debates. Both organizations represent thousands of members in Snohomish County.

Below are our concerns and recommendations:

On Page B-13 in Appendix B, Section 2.D(g) and on Page B-41—Appendix B, Section 6.D(e)(2)--Planning commission recommending to change last sentence to allow stormwater management facilities in the outer 25 percent of Category II Wetlands also. We are opposed to this amendments. The City needs to prevent all stormwater facilities in any of the categories of wetland buffers based on best available science to protect the functions and value of wetlands. It would be acceptable only for outfalls of stormwater facilities to be allowed in the buffers.

On Page B-31, regarding the language of Lake Stevens as a Fish and Wildlife Conservation Area, we want to ensure that the City's SMP has compensatory mitigation described specifically using enhancement requirements, that will ensure the best protection of the lake and its shorelines. We recommend at a minimum that new development must enhance the nearest 10 feet from the water for 75 percent of its width.

On Page 43—Vegetation Conservation—Section B.11.c.3—We recommend the following language:

Vegetation restoration of any shoreline that has been disturbed or degraded shall use native plant materials with a diversity and type similar to that which occurs naturally in the Puget Sound on undeveloped lots unless the Shoreline Administrator finds that native plant materials are inappropriate or not hardy in the particular situation. In addition, there should be a list of which native plants should be used so there is no question at the administration level of decision making.

On Page 51, 53, 54, Section 2.a regarding Hybrid Structural Shoreline Stabilization, we

Mayor Vern Little
Lake Stevens City Council
SMP Update Public Hearing
November 21, 2001
Page 2 of 3

recommend stronger language to ensure that soft methods are first considered before hybrid or hard structures are used.

On Pages 57, 58, 59, 62 and 64 and throughout, Section #.c, number 7, regarding the exception for shorter docks, there is no criteria for what a short dock is. We recommend that any exception be a variance request that must meet hardship criteria as part of the variance. The regulation as written is more like an “ask and ye shall receive” exception and not based on any solid criteria.

In Section 3.c—regarding Alternative Design, again this regulation is written as an “ask and ye shall receive.” Washington Department of Fish and Wildlife does not have any distinct regulations and standards for docks, nor can they deny the HPA permit if they don’t like the alternative design. We recommend this regulation be eliminated.

In Section 3.c.2 regarding modifying depth language and length of docks, we are opposed to this regulation. While the second half of the regulation is in the form of a real “minimization” standard that should be used, the first part of the regulation is really a “maximization” regulation to get more than is needed to float a boat rather than the minimum needed. In addition, the regulation has a problem because 5.5 feet is much more than is needed to float a boat, and 200 feet is not a real limit. We used Google Earth to view the lake and docks and did not find one single family residence dock that was 200 feet long. The vast majority were 100 feet or less. The remainder were less than 150 feet, except for a half dozen or so that were around 170 feet or less. We have not seen any city in Washington State using 200 feet for lakes, instead using 100 feet is the standard. Excessive docks need to be prohibited as they are a huge environmental impact on the shoreline. If a person can’t float a boat using a 125 foot dock, then other alternative forms of moorage, like buoys or mooring piers should be used.

In Section 3.c.23.d. regarding dock width, elss and floats, the Department of Ecology has been very strict about using 4 feet for the main dock width, so we recommend 4 feet be the standard width for docks.

In Section 3.c. regarding Public, Community and Commercial Overwater Structures, we are opposed to this regulation unless the following language is added: “Such community docks must be reviewed as boating facilities unless all lots have water frontage, and the dock is for four or fewer single family residences.”

Throughout Section 3 and other parts of the SMP regarding change references for all decking materials from 60 percent light transmittance to 40 percent open space decking, we are opposed to this change. Again, the Department of Ecology has been very strict on using the higher percentages, and we agree with the Department of Ecology.

In Section C.8.c.2.b regarding residential development setbacks, we recommend that new development not encroach any more than the existing setback for each lot. More importantly, we want to ensure the SMP regulations mandate vegetation enhancement of the shoreline for any new development.

Mayor Vern Little
Lake Stevens City Council
SMP Update Public Hearing
November 21, 2001
Page 3 of 3

Pages 104, 110, 112, 117—Definitions.

Decking: Again, the Department of Ecology has been strict about using the 60 percent for dock coverage, and recommend the definition be changed to reflect that.

Low Water Mark: Not sure why this definition is needed because the law states that regulations must use the OHWM. We suggest the City make this change in the SMP where appropriate.

Thank you for consideration of our recommendations.

Most sincerely,

A handwritten signature in black ink, appearing to read "Kristin Kelly", written in a cursive style.

Kristin Kelly
Snohomish/Skagit Program Director, Futurewise
Smart Growth Director, Pilchuck Audubon Society
1429 Avenue D, #532
Snohomish, WA 98290
(425) 923-8625
Kristin@futurewise.org

SUBMITTED AT MEETING OF
11/21/2011
FOR PUBLIC RECORD

My name is W. Neal Karman. My wife and I have lived at 1725 Vernon Rd on the lake since 1987. We raised two, now grown children on the lake and have three grand children enjoying activities here at the lake also.

I think you could word the section about "LIFTS" better.

"WATERCRAFT" by Washington Department of Ecology, US Army Corps of Engineers RGP 1, and other Departments is defined as "includes but not limited to—MOTORIZED BOATS, KAYAKS, CANOES, JET SKIES, FLOAT PLANES, ETC." On this Lake we also have rowboats, rowing shells, hobie cats, sailboats, paddle boats, and others.

The Section on LIFTS should address WATERCRAFT LIFTS and NOT micro manage the types of lifts. All of the above need to be out of the water on this lake because of the weather and the constant destruction from the Wake Board and Surfing Boat huge wakes.

Single Family Residents should be able to choose the TYPE of lift or lifts needed for their activities on the lake. Most people only need one or two WATERCRAFT LIFTS, but some need more. This should be controlled by the PERMIT process, not by a limiting number in the SMP. Some people have a boat & jet ski, others have two boats, others have seaplane and boat. Others have boats, seaplane and hobie cat, etc.

Your micro management of ONLY ALLOWING one boat lift and two jet ski does not address the needs of the other watercraft. Your proposed requirement would be like requiring all future single family residents in Lake Stevens have only a one gas automobile single garage, two motorcycle pads, and no parking in driveways or on the street because of pollution. No allowance for second car, kids cars, electric cars, trucks etc that are needed in our different stages of our family life cycle.

If we have to be limited by a number, THREE WATERCRAFT LIFTS would allow the single family residence to select the ones required for their personal water use!

Thank you for reading and listening.



W. Neal Karman
C 425 418 4299
wkarman@frontier.com

W.Neal Karman
1725 Vernon Rd
425 334 3983
wkarman@frontir.com

Page 93

Watercraft Lifts, Canopies, and Covered Moorage (see also regulation C.3.c.5)

30. Watercraft lifts and Watercraft canopies may be permitted as an accessory to residential development provided that:

- a. Watercraft lifts are movable equipment employed to temporarily lift watercraft above the water for protection and storage. Residential piers may have up to three watercraft lifts per single-family lot having legal ownership of the structure.
- b. Watercraft lift canopies (covers over the raised watercraft) must not be constructed of permanent structural material. The bottom of a watercraft lift canopy is elevated above the boatlift to the maximum extent practicable, the lowest edge of the canopy must be at least 4 feet above the ordinary high water mark, and the top of the canopy must not extend more than 8 ½ feet above the adjacent pier.
- c. Watercraft lift canopies must be made of fabric material.
- d. Any platform lifts are fully grated or open allowing light transmittance.
- e. The lifts and canopies comply with all other regulations as stipulated by State and Federal agencies.

Watercraft Launching Facilities

31. The maximum waterward intrusion of any portion of any launching ramp or lift station shall be the point where the water depth is six (6) feet below the ordinary high water mark.

32. Watercraft ramps are only permitted for public access, public or joint recreational uses, and emergency access. Any asphalt or concrete launch that solidly covers the substrate below the ordinary high water mark are not permitted accessory to private residential uses.

33. Launching rails are prohibited

ALL REFERENCE SHOULD SAY WATERCRAFT UNLESS DEFINING THE USE OF A PARTICULAR TYPE OF WATERCRAFT.

Definitions

Watercraft- is defined as “includes but not limited to—MOTORIZED BOATS, KAYAKS, CANOES, JET SKIES, FLOAT PLANES, ETC. for use in, on, or under the water.



LAKE STEVENS CITY COUNCIL
STAFF REPORT

Council Meeting Date: December 12, 2011

Subject: City Attorney Retainer Agreement

Contact Person/Department: City Administrator Jan Berg

Budget Impact: No

SUMMARY:

The agreement is for City Attorney legal services with the firm of Weed, Graafstra and Benson, Inc. P.S. The current agreement expires at the end of this year. The proposed contract for 2012 includes the same monthly retainer of \$5,600 for 35 hours of service as in 2011.

ACTION REQUESTED OF COUNCIL:

Authorize Mayor to sign City Attorney Retainer Agreement for 2012.

BACKGROUND/HISTORY:

In May 2004 the City entered into a professional service contract with the firm of Keithly, Weed, Graafstra and Benson to provide city attorney services. With the firm's extensive municipal background and experience they have been a valuable resource to the City. The firm also represents many other Snohomish County cities which is an advantage to keeping legal expenses down by having the ability to share in contract review time but is also on occasion a disadvantage when a conflict of interest occurs.

Attached is a spreadsheet showing the number of attorney hours billed for the last eleven months excluding litigation. Although the total average for this period is over the 35 included in the base retainer amount, it is more cost effective to keep the 35 hours than to increase the hours and related monthly retainer amount.

BUDGET IMPACT:

None

RECOMMENDATION(S):

Authorize Mayor to sign City Attorney Retainer Agreement for 2012

COUNCIL PROCESS/ACTION:

- ⇒ Presentation by: Jan Berg
- ⇒ Council Discussion
- ⇒ Council Action

ATTACHMENTS:

- ⇒ Revised City Attorney Retainer Agreement Calendar Year 2012
 - ⇒ City Attorney Hour Spreadsheet
-

**CITY ATTORNEY RETAINER AGREEMENT
CALENDAR YEAR 2012**

I - PARTIES/EMPLOYMENT

The CITY OF LAKE STEVENS (hereinafter "CITY") agrees to retain the law firm of WEED, GRAAFSTRA AND BENSON, INC., P.S., 21 Avenue A, Snohomish, Washington, and said law firm (hereinafter "CITY ATTORNEY") agrees to serve as CITY ATTORNEY on the terms and conditions stated below. The CITY ATTORNEY shall serve at the pleasure of the Mayor; PROVIDED, that all decisions relative to such employment, or termination of the same, shall be subject to confirmation by a majority vote of the City Council.

II - QUALITY OF SERVICES

The CITY ATTORNEY shall perform all legal services covered by this contract in a capable and efficient manner, and in accordance with the professional and ethical standards of the Washington State Bar Association.

III - COMPENSATION

A. Basic Retainer: The CITY shall pay the CITY ATTORNEY a retainer in the amount of \$5,600.00 per month, which retainer shall be compensation for up to 35 hours of work per month for the following legal services:

1. To attend the two regularly scheduled meetings of the City Council per month.
2. To provide legal advice to the Mayor, Councilpersons, and administrative heads of the various departments of the CITY under the direction of the Mayor.
3. To prepare and/or review such ordinances, resolutions, and instruments as the Mayor, City Council and department heads may direct, to render legal advice on all civil and criminal matters, and to prepare or review such correspondence, contracts, easements, and instruments as may

be necessary and appropriate.

B. Additional Services: The CITY shall pay the CITY ATTORNEY for the following additional or special legal services at the rate of \$170.00 per hour, or, if said services are performed by a paralegal in the CITY ATTORNEY's office the same shall be compensated at the rate of \$130.00 per hour:

1. Time in excess of basic retainer. Any and all hours expended on legal services referred to in paragraph A above (Basic Retainer) in excess of 35 hours per month.

2. Extra meetings. Attendance, at the request of the Mayor or Chief Administrative Officer, at evening meetings of CITY boards, commissions or committees, except for regular City Council meetings held two times a month.

3. Local Improvement Districts. All legal services performed in connection with the formation and financing of any LID or ULID (although it is understood that the primary responsibility for this type of legal work will fall under the exceptions referred to in paragraph V below).

C. Litigation. The CITY shall pay the CITY ATTORNEY for all superior and appellate court litigation and all administrative hearings of a quasi-judicial nature, except those conducted by the CITY itself, at the rate of \$180.00 per hour.

D. Time Records. In order to determine appropriate compensation, the CITY ATTORNEY shall maintain accurate time records, copies of which shall be made available to the CITY.

E. Time for Payment. The CITY shall pay all compensation provided herein to the CITY ATTORNEY on a monthly basis, and within four weeks of the date on which each billing statement is received.

IV - REIMBURSEMENT

In addition to compensation for the legal services specified above, the CITY shall reimburse the CITY ATTORNEY for direct expenses incurred, and costs advanced, including but not limited to court costs, filing fees, witness fees, recording fees, copying expenses at cost, long distance phone calls, and the cost of travel, lodging and tuition relating to meetings of the Association of Washington Cities and Association of Municipal Attorneys. However, ordinary law office operating expenses, such as rent and secretarial services, shall not be compensated or reimbursed.

V - EXCEPTIONS

This contract shall not cover legal representation relating to insurance defense, the formation and financing of local improvement districts, or other specialized fields where it is agreed by the parties that outside legal counsel should be retained.

VI - INSURANCE COVERAGE

The CITY shall provide insurance coverage for the CITY ATTORNEY's errors and omissions, and malpractice, while acting in the capacity of CITY ATTORNEY, and shall indemnify and hold the CITY ATTORNEY harmless from any and all claims brought by third parties against the CITY ATTORNEY in said capacity.

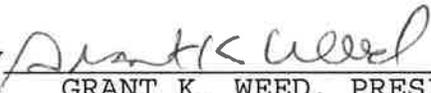
VII - EFFECTIVE DATE AND DURATION

This contract shall take effect on and after January 1, 2012 and shall continue in effect until December 31, 2012 unless earlier terminated or renegotiated by either party upon 60 days' written notice. This contract shall also be renegotiable within the final 90 days of calendar year 2012 for the succeeding year.

If no such renegotiation is undertaken, this contract shall be renewed automatically for one calendar year upon the same terms and conditions.

DATED this _____ day of _____, 2011.

WEED, GRAAFSTRA
AND BENSON, INC., P.S.

By 
GRANT K. WEED, PRESIDENT

CITY OF LAKE STEVENS

By _____
VERN LITTLE, MAYOR

ATTEST:

By _____
NORMA SCOTT, CITY CLERK

12/5/2011

CITY ATTORNEY HOURS

	Contract <u>Total</u>	Hours <u>Worked</u>	Under (Over) <u>Hours</u>
January 2011	35	35	0
February 2011	35	42	(7)
March 2011	35	41	(6)
April 2011	35	60	(25)
May 2011	35	47	(12)
June 2011	35	90	(55)
July 2011	35	40	(5)
Aug 2011	35	35	0
Sept. 2011	35	37	(2)
Oct. 2011	35	40	(5)
Nov. 2011	35	46	(11)
Average Hours Used		47	

35 Hour month Retainer

Monthly Fee	\$	67,200
Overages	\$	21,760
Total 2011	\$	<u>88,960</u>

40 Hour month Retainer

Monthly Fee	\$	76,800
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Overages	<u>\$ 14,620</u>
Total 2011	<u><u>\$ 91,420</u></u>



LAKE STEVENS CITY COUNCIL
STAFF REPORT

Council Agenda Date: December 12, 2011

Subject: State Purchasing Cooperative Agreement Amendment

Contact Person/Department: Barb Lowe/ Finance Director **Budget Impact:** \$1,000

RECOMMENDATION(S)/ACTION REQUESTED OF COUNCIL:

Authorize the Mayor to sign the State of Washington Intergovernmental Agreement Amendment No. 1, for State Purchasing Cooperative.

SUMMARY/BACKGROUND:

State law encourages participation in purchasing cooperatives to eliminate the duplication of efforts; thereby saving tax payer dollars. The program allows the City to pay a pre-negotiated price on products that have already been put out to bid by the State. This eliminates the extra cost and effort that would be necessary to comply with State and Federal bid requirements. The City utilizes this program to make purchases whenever possible. Some items recently purchased through this program include vehicles, computers, and printers. Major purchases anticipated for 2012 include police vehicles.

This program was previously managed by Washington State Department of General Administration (GA). GA recently became part of the Department of Enterprise Services (DES) which now oversees the program.

This amendment transfers authority and funding for this agreement to DES as well as extending the term of the agreement and cooperative membership until December 31, 2012, at a cost of \$1,000.

APPLICABLE CITY POLICIES: In accordance with Purchasing Policies, and the Revised Code of Washington (39.34), the City's legislative authority must agree to enter into the Intergovernmental Agreement for the purpose of participating in the State Purchasing Cooperative Program

BUDGET IMPACT: \$1,000

ATTACHMENTS:

- ▶ Exhibit A: State Purchasing Cooperative ILA Amendment No. 1
- ▶ Exhibit B:
- ▶ Exhibit C:

ASSIGNMENT OF INTERGOVERNMENTAL AGREEMENT
Amendment Number 1
to
State of Washington Department of General Administration
Intergovernmental Agreement Number 2010-WPC-200
for
Office of Statement Procurement
State Purchasing Cooperative

This Amendment Number 1 to Department of General Administration Intergovernmental Agreement Number 2010-WPC-200 is made and entered by and between the State of Washington Department of General Administration, hereinafter referred to as "GA", and City of Lake Stevens hereinafter referred to as "COOPERATIVE MEMBER". The purpose of this Amendment is to formally assign the Intergovernmental Agreement made on December 15, 2009 between GA and COOPERATIVE MEMBER, to the Washington State Department of Enterprise Services.

WHEREAS, the Washington State Legislature passed Engrossed Substitute Senate Bill 5931 (ESSB 5931) consolidating all or portions of the Washington State Department of Information Services, Department of Personnel, State Printer, General Administration and the Office of Financial Management (Agencies);

WHEREAS, the authority and funding for those Agencies has been withdrawn effective October 1, 2011;

WHEREAS, the Washington State Legislature has created under ESSB 5931 which includes delegation of contracting authority, the Department of Enterprise Services hereinafter referred to DES;

WHEREAS, the authority and funding for the continuation of Intergovernmental Agreement Number **2010-WPC-200** has been transferred to the DES;

WHEREAS, the DES finds that it is in the best interest of the State of Washington to continue to conduct business with Cooperative Member under the terms and conditions of this Intergovernmental Agreement **2010-WPC-200**.

Now therefore, DES and COOPERATIVE MEMBER agree that:

1. Effective October 1, 2011 the Intergovernmental Agreement **2010-WPC-200** is hereby assigned in all respects to DES.
2. By signing this Amendment, COOPERATIVE MEMBER hereby consents to this assignment. As assigned, said Agreement hereby amended so that wherever the name GA is used it shall mean DES.
3. Any and all payments made by COOPERATIVE MEMBER to GA shall be deemed to have been made to DES and shall discharge COOPERATIVE MEMBER from any further liability with regard to said payment.

Further, the Intergovernmental Agreement is hereby modified:

- 3) Term of this Agreement and Cooperative membership is extended one (1) year through **December 31, 2012**. Either party may terminate this Agreement upon thirty (30) days written notification to the other party. However, if the Cooperative Member has used state contracts during the current membership period, the Cooperative Member remains liable to pay any

unpaid balance of the membership fee for the entire term. Fees are not based on the level of contract usage. Refunds will not be given to members due to lack of contract usage.

- 6) This executed Amendment entitles the Cooperative Member access to state contracts for goods and services as viewed on www.des.wa.gov. Cooperative Members may only access Western States Contracting Alliance (WSCA) contracts where Washington is the lead state, or has signed a participating addendum (PA). Cooperative Members are not authorized to enter into separate WSCA participating addenda with vendors. Cooperative Members are also entitled to use Oregon Purchasing Contracts.
- 17) PAYMENT and NOTICES: Payment shall be made to DES Office of State Procurement at the address provided below

Department of Enterprise Services
Office of State Procurement
1500 Jefferson St SE
PO Box 41008
Olympia, WA 98504-1008

According to the most recent authoritative information: COOPERATIVE MEMBER your annual operating expenditures were \$12,134,530.00, making COOPERATIVE MEMBER annual fee \$1,000.00, bring the total three-year fee to **\$3,000.00**.

ALL OTHER TERMS AND CONDITIONS OF THE CONTRACT SHALL REMAIN IN FULL FORCE AND EFFECT.

IN WITNESS WHEREOF, the parties have read this Amendment Number 1 to Intergovernmental Agreement **2010-WPC-200** in its entirety, agree to it and hereby assert that they have the authority to bind their respective parties to it.

Approved
Department of Enterprise Services

Approved
City of Lake Stevens

SIGNATURE

SIGNATURE

PRINT OR TYPE NAME

DATE

PRINT OR TYPE NAME

DATE

TITLE

Title



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LAKE STEVENS CITY COUNCIL
STAFF REPORT

Council Agenda Date: 12/12/12

Subject: Sixth Amendment to Marysville Municipal Court Services Interlocal

Contact Person/Department: Randy W. Celori, Chief of Police **Budget Impact:** N/A

RECOMMENDATION(S)/ACTION REQUESTED OF COUNCIL: Authorize the Mayor to sign the Sixth Amendment to the Interlocal Agreement for Municipal Court Services.

SUMMARY/BACKGROUND: The City of Lake Stevens entered into an agreement with the City of Marysville in September of 1999 for court services in order to improve the level of service the City was receiving from Evergreen District Court. It was the City's opinion that the knowledge of a municipal court judge regarding City justice issues would better serve the City of Lake Stevens.

This amendment renews our current agreement for one year from January 1, 2012 through December 31, 2012. In addition, this amendment allows for automatic renewals for additional one year periods from January 1 through December 31 of each year. There is no increase in fees associated with this amendment.

APPLICABLE CITY POLICIES:

BUDGET IMPACT: There are no increases in fees associated with this amendment.

ATTACHMENTS:

- ▶ Exhibit A: Amendment No. 6
- ▶ Exhibit B:
- ▶ Exhibit C:

**SIXTH AMENDMENT TO
INTERLOCAL AGREEMENT FOR
MUNICIPAL COURT SERVICES
BETWEEN THE CITY OF MARYSVILLE
AND THE CITY OF LAKE STEVENS
PROVIDING FOR
RENEWAL OF THE AGREEMENT
COMMENCING JANUARY 1, 2012;
AUTOMATIC ONE YEAR RENEWAL**

THIS AMENDMENT to Interlocal Agreement for Municipal Court Services is made and entered into this day by and between the City of Marysville, a municipal corporation in the State of Washington ("Marysville"), and the City of Lake Stevens, a municipal corporation ("Lake Stevens").

WHEREAS, Marysville and Lake Stevens entered into an Interlocal Agreement for Municipal Court Services dated September 27, 1999; and

WHEREAS, Marysville and Lake Stevens entered into a First Amendment to Interlocal Agreement for Municipal Court Services dated December 19, 2001 whereby renewing the agreement for a three-year term commencing on January 1, 2002 and ending on December 31, 2004 and amending paragraphs 2.b (5), 2.b (6), paragraph 3; and

WHEREAS, Marysville and Lake Stevens entered into the Second Amendment to Interlocal Agreement for Municipal Court Services between the city of Marysville and the city of Lake Stevens and second renewal for four year term January 1, 2005 to December 31, 2008 recorded on 12/18/2005; and

WHEREAS, Marysville and Lake Stevens entered into the Third Amendment to the Interlocal Agreement for Municipal Court Services on recorded on February 29, 2008; and

WHEREAS, Marysville and Lake Stevens entered into the Fourth Amendment to the Interlocal Agreement for Municipal Court Services on July 27, 2009; and

WHEREAS, Marysville and Lake Stevens entered into the Fifth Amendment to the Interlocal Agreement for Municipal Court Services on January 10, 2011; and

WHEREAS, the parties wish to amend Paragraph 10 of the Agreement and renew the agreement for an additional one year period from January 1, 2012 through December 31, 2012 and to provide for automatic one year renewals from January 1 through December 31 of each year unless terminated by the parties; and

WHEREAS, the parties wish to agree to certain amendments and revisions to the agreement.

NOW, THEREFORE,

IN CONSIDERATION OF the terms and provisions hereof, Lake Stevens and Marysville agree to amend the Interlocal Agreement for Municipal Court Services entered into on September 27, 1999 and the First Amendment to Interlocal Agreement for Municipal Court Services dated December 19, 2001 and the Second Amendment to Interlocal agreement for municipal court services between the city of Marysville and the city of Lake Stevens and second renewal for four year term January 1, 2005 to December 31, 2008 recorded on 12/18/2007 and the Third Amendment to the Interlocal Agreement for Municipal Court Services on recorded on February 29, 2008 and the Fourth Amendment to the Interlocal Agreement for Municipal Court Services entered into on July 27, 2009, and the Fifth Amendment to the Interlocal Agreement for Municipal Court Services on January 10, 2011, the parties agree as follows:

1. Paragraph 10 is amended to read as follows:

10. **DURATION.** In addition to the initial terms set forth in the original agreement and amendments, the term of this agreement is renewed for the period of one year from January 1, 2012 through December 31, 2012. Further the agreement shall automatically renew for additional one year periods from January 1 through December 31 of each year, unless a party provides Notice of Termination as set forth in Paragraph 11. The Fee as set forth in Section 3 shall remain the same for the renewal period unless the parties agree to amend the schedule of fees as set forth in Section 3. The Fee as set forth in Section 3 maybe amended at any time by agreement of the parties. The parties may also agree to additional renewal terms.

2. Except as provided herein, all other provision of the Interlocal Agreement for Municipal Court Services entered into on September 27, 1999 and the First Amendment to Interlocal Agreement for Municipal Court Services dated December 19, 2001 and the Second Amendment to Interlocal agreement for municipal court services between the city of Marysville and the city of Lake Stevens and second renewal for four year term January 1, 2005 to December 31, 2008 recorded on 12/18/ 2007 and the Third Amendment to the Interlocal Agreement for Municipal Court Services on recorded on February 29, 2008 and the Fourth Amendment to the Interlocal Agreement for Municipal Court Services entered on July 27, 2009, and the Fifth Amendment to the Interlocal Agreement for Municipal Court Services on January 10, 2011, shall remain in full force and effect, unchanged.

IN WITNESS WHEREOF, the parties have caused this agreement to be executed.

CITY OF LAKE STEVENS

CITY OF MARYSVILLE

By _____
VERN LITTLE, Mayor

By _____
JON NEHRING, Mayor

DATE: _____

DATE: _____

APPROVED as to form:

APPROVED as to form:

GRANT K. WEED, City Attorney

GRANT K. WEED, City Attorney

DATE: _____

DATE: _____



LAKE STEVENS CITY COUNCIL
STAFF REPORT

Council Agenda Date: 12/12/11

Subject: Professional Services Agreement for Child Interview Specialist Services “Dawson Place”

Contact Person/Department: Chief Randy W. Celori **Budget Impact:** \$7068.91

RECOMMENDATION(S)/ACTION REQUESTED OF COUNCIL: Authorize the Mayor to sign the Professional Services Agreement for Child Interview Specialist Services with Dawson Place.

SUMMARY/BACKGROUND:

One in four girls and one in six boys will be victims of sexual abuse during their childhood.

Dawson Place Child Advocacy Center is a not for profit comprehensive multidisciplinary team serving child victims of sexual or physical abuse in Snohomish County, Washington. Law enforcement, child protective services, medical, victim advocacy, prosecution, and mental health agencies all work together to provide the best possible services to children and their families victimized by sexual or physical abuse.

Children and families benefit from having a single point of contact with many agencies in one place. Intervention and treatment in child abuse cases is strengthened as a result of having many disciplines working together toward common goals, which include support and services for the child and holding offenders accountable.

Dawson Place has agreed to provide a trained professional Child Interview Specialist to participating jurisdictions. It is in the best interest of all participating jurisdictions, including Lake Stevens to utilize a professional Child Interview Specialist when conducting interviews of children subjected to child abuse and other crimes where children are victims or witnesses.

APPLICABLE CITY POLICIES:

BUDGET IMPACT:

The cost for the Child Interview Specialist was anticipated for 2012 and included in Law Enforcement – Professional Services 2012 budget.

2012: \$7068.91

2013: Cost will be based off of two percent of the base salary of the interview specialist, plus cost based on use by Lake Stevens during the previous year, and an increase in that amount equal to 100% of the June to June Seattle, Tacoma, Bremerton CPI-W, not to exceed 3%.

ATTACHMENTS:

► Exhibit A: Professional Services Agreement for Child Interview Specialist Services “Dawson Place”

PROFESSIONAL SERVICES AGREEMENT FOR CHILD INTERVIEW SPECIALIST SERVICES

This Professional Services Agreement For Child Interview Specialist Services (this “Agreement”) is made and entered into as of this _____ day of _____, 2011, by and among Snohomish County Child Advocacy Center d/b/a Dawson Place, a duly registered Washington non-profit corporation (“**DAWSON PLACE**”) and Snohomish County, a political subdivision of the State of Washington, the City of Arlington, a municipal corporation of the State of Washington, the City of Bothell, a municipal corporation of the State of Washington, the City of Lake Stevens, a municipal corporation of the State of Washington, the City of Lynnwood, a municipal corporation of the State of Washington, the City of Marysville, a municipal corporation of the State of Washington, the City of Granite Falls, a municipal corporation of the State of Washington, the City of Edmonds, a municipal corporation of the State of Washington, the City of Mill Creek, a municipal corporation of the State of Washington, the City of Everett, a municipal corporation of the State of Washington, the City of Mukilteo, a municipal corporation of the State of Washington, the City of Snohomish, a municipal corporation of the State of Washington, the City of Brier, a municipal corporation of the State of Washington, and the Stillaguamish Tribe of Indians (all such county, municipal and tribal entities collectively, the “**PARTICIPATING JURISDICTIONS**”).

WITNESSETH:

WHEREAS, it is in the best interest of the **PARTICIPATING JURISDICTIONS** to utilize professional Child Interview Specialist (hereinafter referred to as “**CIS**”) services to facilitate investigations of child abuse and other crimes wherein children are victims or witnesses; and

WHEREAS, **DAWSON PLACE** has agreed to provide trained professional **CIS Services** to the **PARTICIPATING JURISDICTIONS** for investigations;

NOW, THEREFORE, in consideration of the mutual promises and covenants set forth below, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1.0 TERM

The term of this Agreement (the “**Term**”) shall commence on January 1, 2012 (the “**Commencement Date**”), and shall expire on December 31, 2014 (the “**Expiration Date**”); **PROVIDED**, however, that Snohomish County’s obligations are contingent upon local legislative appropriation of the necessary funds for this specific purpose in accordance with the Snohomish County Charter and applicable law.

2.0 SERVICES TO BE PERFORMED

- 2.1 DAWSON PLACE shall provide CIS services to the PARTICIPATING JURISDICTIONS on an as needed basis during the term of this Agreement. All cases of PARTICIPATING JURISDICTIONS will be given equal priority.
- 2.2 “CIS Services” include the following:
 - 2.2.1 Interview child victims of sexual assault and physical abuse as requested.
 - 2.2.2 Document interviews; maintain detailed records of all interviews and statistics.
 - 2.2.3 Assist detectives on assigned cases working with victim’s family.
 - 2.2.4 Assist investigators in interviewing victims and witnesses of other crimes involving children as requested; conduct courtesy interviews for police agencies in other states; work with interpreters to gather information from disabled children; interview children and adults who are developmentally delayed and/or physically disabled as requested.
 - 2.2.5 Testify in court as requested; provide agencies with a DVD of the interviews; provide assistance to the Prosecuting Attorney’s Office, as requested for child interview DVD transcriptions.
 - 2.2.6 Provide training to public and to detectives on child sex abuse issues.
 - 2.2.7 Network with community agencies to maintain compatible working relationships.
- 2.3 DAWSON PLACE shall provide a quarterly report to the PARTICIPATING JURISDICTIONS that summarizes CIS Services performed on the PARTICIPATING JURISDICTIONS’ behalf during the previous quarter.

3.0 DAWSON PLACE OBLIGATIONS

- 3.1 DAWSON PLACE shall provide a CIS to the PARTICIPATING JURISDICTIONS.
- 3.2 DAWSON PLACE shall be responsible for coordinating daily operations related to the provision of CIS Services pursuant to this Agreement.
- 3.3 CIS interviews will be conducted at DAWSON PLACE, located at 1509 California Street, Everett, WA 98201, unless another location is agreed to by the PARTICIPATING JURISDICTIONS and DAWSON PLACE.

- 3.4 DAWSON PLACE shall ensure that any professional providing CIS Services pursuant to this Agreement has completed all required training.
- 3.5 DAWSON PLACE shall provide all equipment and training necessary to support the CIS Services, consistent with recognized and recommended practices within the field. Nothing in this section shall restrict the ability of the parties to mutually agree to changes in equipment or training necessary to maintain best practices, or to informally agree to share equipment or training costs in unforeseen circumstances.
- 3.6 All products of interviews conducted under this Agreement, which includes original recordings (audio and video), reports and statements, will be promptly provided to and remain under the control of the PARTICIPATING JURISDICTION that requested the interview.
- 3.7 DAWSON PLACE agrees that any professional who is providing CIS services pursuant to this Agreement shall not be considered for any purpose to be an employee or agent of any PARTICIPATING JURISDICTION.
- 3.8 SICK LEAVE TEMPORARY REPLACEMENT. If CIS Services are not available due to illness or injury for longer than ten (10) days, DAWSON PLACE shall make arrangements for temporary replacement CIS Services beginning on the eleventh (11th) work day until such time as regular CIS Services resume.
- 3.9 DISCIPLINARY TEMPORARY REPLACEMENT. If CIS Services are not available due to disciplinary action for a period in excess of one (1) work day, DAWSON PLACE shall make arrangements for replacement CIS Services during the remaining term of the discipline.
- 3.10 TEMPORARY REPLACEMENT; UNPLANNED OR ANNUAL LEAVE. If CIS Services are not available due to annual leave or any unplanned reason for a period of ten (10) consecutive work days, DAWSON PLACE shall make arrangements for replacement CIS Services beginning on the eleventh (11th) work day until such time as regular CIS Services resume.
- 3.11 TEMPORARY REPLACEMENT; PLANNED ABSENCE. If CIS Services are not available because of any pre-planned reason other than annual leave (example: attendance at a long term work-related training), for a period in excess of ten (10) consecutive work days, DAWSON PLACE shall make arrangements for replacement CIS Services beginning on the first day of the planned absence.

4.0 PARTICIPATING JURISDICTION OBLIGATIONS

- 4.1 After the items referenced in Section 3.6 above are provided to a PARTICIPATING JURISDICTION, it shall be the sole responsibility of that

PARTICIPATING JURISDICTION to properly secure, maintain, distribute, transcribe or dispose of said items. DAWSON PLACE may maintain a working copy of all CIS recordings, reports and/or documents. Each PARTICIPATING JURISDICTION acknowledges that transcriptions of audio/video CIS interviews are frequently required by the Prosecuting Attorney, the Defense or the Court, and each PARTICIPATING JURISDICTION agrees to complete any required transcribing of CIS interviews conducted under this Agreement.

- 4.2 A PARTICIPATING JURISDICTION shall attend and observe CIS interviews that the PARTICIPATING JURISDICTION requests, and shall control, maintain and retain the original DVD recording of such CIS interviews for evidentiary purposes, and shall be solely liable for third party arrest, prosecution and evidentiary issues, such as admissibility arising from or as a result of the interview contents of the DVD. The PARTICIPATING JURISDICTION shall indemnify and hold harmless DAWSON PLACE for such liability.
- 4.3 The PARTICIPATING JURISDICTIONS will coordinate scheduling interviews conducted under this Agreement with DAWSON PLACE.
- 4.4 In consideration of DAWSON PLACE providing the CIS Services as set forth in Section 2.0 and 3.0 herein, the PARTICIPATING JURISDICTIONS will pay DAWSON PLACE as set forth in Section 6.0.

5.0 INTENTIONALLY OMITTED

6.0 COMPENSATION, INVOICING AND PAYMENT

- 6.1 The PARTICIPATING JURISDICTIONS agree to pay the following amounts to DAWSON PLACE for providing CIS services set forth in this Agreement:

6.1.1 In consideration for the CIS Services provided by DAWSON PLACE from January 1, 2012 to December 31, 2012, the PARTICIPATING JURISDICTIONS shall, upon receipt of invoices in accordance with this Section 6, collectively pay to DAWSON PLACE a total amount of eighty three thousand seven hundred seventy three dollars (\$83,773.00).

6.1.2 In consideration for the CIS Services provided by DAWSON PLACE from January 1, 2013 to December 31, 2013, the PARTICIPATING JURISDICTIONS shall, upon receipt of invoices in accordance with this Section 6, collectively pay to DAWSON PLACE a total amount to be determined at a later date, but which will equal the total amount due for 2012 plus an increase in that amount equal to 100% of the June to June Seattle, Tacoma, Bremerton CPI-W published in June 2012, but not to exceed 3%.

6.1.3 In consideration for the CIS Services provided by DAWSON PLACE from January 1, 2014 to December 31, 2014, the PARTICIPATING JURISDICTIONS shall, upon receipt of invoices in accordance with this Section 6, collectively pay to DAWSON PLACE a total amount to be determined at a later date, but which will equal the total amount due for 2013 plus an increase in that amount equal to 100% of the June to June Seattle, Tacoma, Bremerton CPI-W published in June 2013, but not to exceed 3%.

6.2 Each PARTICIPATING JURISDICTION'S portion of the amount due to DAWSON PLACE will be calculated and paid as follows:

6.2.1 Payments due for 2012 are set forth in Exhibit B to the Interlocal Agreement Establishing Cooperative Financial Support for Dawson Place of even date herewith, attached hereto. Each PARTICIPATING JURISDICTION shall pay 2% of the base salary, plus a portion of the remaining amount due, calculated based on the number of interviews performed for each PARTICIPATING JURISDICTION during the previous year. Payments due for 2013 and 2014 will be calculated at a later date, and will be based on the provisions of Section 6.1, above, and the number of interviews performed for each PARTICIPATING JURISDICTION the previous year. While the payments due from each PARTICIPATING JURISDICTION will be calculated based on the number of interviews performed for them during the previous year, the payments made are intended to cover the costs of the work performed during the current year. It is anticipated that Exhibit B will be updated when the 2013 and 2014 costs are calculated, and may also be updated from time to time if and when the makeup of the PARTICIPATING JURISDICTIONS changes. Such an update, when made in accordance with this Section 6.1, is a clerical update to Exhibit B and is not an amendment to this Agreement.

6.2.2 In order to receive payment under this Section 6, DAWSON PLACE shall submit an invoice to each PARTICIPATING JURISDICTION each quarter, which invoice shall contain that PARTICIPATING JURISDICTION'S portion of the amount due to DAWSON PLACE for the CIS Services provided under this Agreement, as set forth in Exhibit B. Each PARTICIPATING JURISDICTION shall pay its invoice in full, within thirty (30) days after the PARTICIPATING JURISDICTION receives same. Should a PARTICIPATING JURISDICTION object to all or any portion of any invoice, the PARTICIPATING JURISDICTION shall notify DAWSON PLACE of its objection in writing within twenty (20) days after receiving the invoice at issue. Invoices shall be mailed to the persons specified in Exhibit A to this Agreement.

6.3 DAWSON PLACE agrees that payment of the sums listed in Sections 6.1 constitute full compensation for services provided under this Agreement and Dawson Place may, at its discretion, use such funds for all CIS Service-related costs incurred. Should a professional who is providing CIS Services pursuant to this Agreement be required to travel out of Snohomish County for work on a PARTICIPATING JURISDICTION investigation or to testify in court on behalf of a case, all travel costs, including conveyance, lodging and per diem, shall be paid by the requesting PARTICIPATING JURISDICTION. In order to be eligible for reimbursement, all travel must be pre-approved by that PARTICIPATING JURISDICTION and reimbursement for travel will not exceed that PARTICIPATING JURISDICTION'S reimbursement rates.

7.0 DIRECTION AND CONTROL

DAWSON PLACE agrees that DAWSON PLACE will perform the services under this Agreement as an independent contractor and not as an agent, employee, or servant of the any PARTICIPATING JURISDICTION. The parties agree that DAWSON PLACE is not entitled to any benefits or rights enjoyed by employees of any PARTICIPATING JURISDICTION. DAWSON PLACE specifically has the right to direct and control DAWSON PLACE'S own activities in providing the agreed services in accordance with the specifications set out in this Agreement. The PARTICIPATING JURISDICTIONS shall only have the right to ensure performance. Nothing in this Agreement shall be construed to render the parties partners or joint ventures.

8.0 REMOVAL/REPLACEMENT OF CIS

Notwithstanding anything to the contrary contained elsewhere in this Agreement, the PARTICIPATING JURISDICTIONS shall have the right, at any time during the Term, to demand removal of the professional performing CIS Services under this Agreement. In order to exercise this right, the PARTICIPATING JURISDICTIONS must deliver to DAWSON PLACE a written notice, signed by authorized representatives of PARTICIPATING JURISDICTIONS that have collectively paid at least 50% of amounts paid to DAWSON PLACE since the effective date of this Agreement, demanding that DAWSON PLACE remove the professional providing CIS Services under this Agreement and outlining the basis for such demand ("Demand for Removal"). Within fifteen (15) days of receiving such Demand for Removal, DAWSON PLACE shall remove the individual performing CIS Services under this Agreement.

Within fifteen (15) days of removal of the professional providing CIS Services under this Section, DAWSON PLACE shall make arrangements for replacement CIS Services to be provided to the PARTICIPATING JURISDICTIONS. If CIS Services are not replaced within thirty (30) days after the date on which DAWSON PLACE received the Demand for Removal, then this Agreement shall automatically terminate.

9.0 HOLD HARMLESS

Each party to this Agreement shall save, indemnify, defend and hold every other party and its agents, employees and contractors harmless from and against any and all costs, liabilities, suits, losses, damages, claims, expenses, penalties or charges, including, without limitation, reasonable attorneys' fees and disbursements, that the other parties may incur or pay out by reason of any accidents, damages or injuries to persons or property, including claims by third parties or employees against which the parties would otherwise be immune under Title 51 RCW or other law, arising from the performance of this Agreement, but only to the extent the same are caused by any negligent or wrongful act of the indemnifying party.

The provisions of this Section 9.0 shall survive the expiration or earlier termination of this Agreement.

10.0 WITHDRAWAL

Any PARTICIPATING JURISDICTION may withdraw from participation in this Agreement effective January 1st for any reason or for no reason by providing written notice of such withdrawal to all parties no later than November 1st of the preceding calendar year. Withdrawal shall not affect the rights of the PARTICIPATING JURISDICTIONS under any other section or paragraph herein.

If after November 1st there are fewer than five (5) PARTICIPATING JURISDICTIONS that have not given notice of withdrawal, then the PARTICIPATING JURISDICTIONS that have not given notice of withdrawal shall meet no later than November 15th. At the meeting, these PARTICIPATING JURISDICTIONS will have another option to withdraw from the Agreement effective January 1st, which may be exercised by giving notice of withdrawal at the meeting. If by the end of the meeting no PARTICIPATING JURISDICTION desires to remain in the Agreement, then this Agreement may be terminated effective January 1st by delivery of written notice to DAWSON PLACE no later than December 1st.

11.0 INSURANCE REQUIREMENTS

DAWSON PLACE shall obtain and maintain continuously during the Term of this Agreement the following insurance:

Commercial General Liability Insurance with a minimum limit of \$1,000,000 per occurrence, \$2,000,000 general aggregate, and endorsed to include all PARTICIPATING JURISDICTIONS and their officers, elected officials, agents, and employees as an additional insured with respect to the work performed for the PARTICIPATING JURISDICTIONS. Insurance shall be written on ISO occurrence form CG 00 01 or a substitute form providing equivalent coverage.

Workers' Compensation Coverage as required by the Industrial Insurance laws of the State of Washington. DAWSON PLACE'S obligation shall extend to all personnel performing work on behalf of DAWSON PLACE pursuant to this

Agreement and must be obtained before performing any work under this Agreement. The PARTICIPATING JURISDICTIONS will not be responsible for payment of workers' compensation premiums or for any other claim or benefit for any individuals performing work on behalf of DAWSON PLACE that might arise under the Washington State Industrial Insurance laws.

Professional Technical Liability insurance appropriate to the CIS's profession with limits of \$1,000,000 per claim and \$1,000,000 policy aggregate limit.

12.0 DISPUTES

In the event of a dispute between the parties that cannot be resolved to each party's satisfaction, the issue shall be submitted to mediation through the Snohomish County Dispute Resolution Center. All parties agree to utilize this process prior to the institution of any legal action to enforce the terms and conditions of this Agreement. The cost of mediation shall be borne equally by the parties.

13.0 RECORDS

DAWSON PLACE shall maintain adequate records to support billings for services set forth in this Agreement. Said records shall be maintained for a period of six (6) years after completion of this Agreement. The PARTICIPATING JURISDICTIONS or their authorized representatives shall have access, during normal working hours, to any DAWSON PLACE books, documents, papers or records, which relate to this Agreement.

14.0 CONFIDENTIALITY

DAWSON PLACE shall not disclose, transfer, sell or otherwise release any client information gained by reason of performance under this Agreement to any person or entity. DAWSON PLACE may use such information solely for the purposes necessary to meet the requirements under this Agreement.

15.0 PUBLIC DISCLOSURE LAWS

The parties acknowledge, agree and understand that the county and municipal PARTICIPATING JURISDICTIONS are public agencies subject to certain disclosure laws, including, but not limited to Washington's Public Records Act, chapter 42.56 RCW. Each party understands that records related to this Agreement and DAWSON PLACE's performance of Services under this Agreement may be subject to disclosure pursuant to the Public Records Act or other similar law. In order to comply with disclosure laws, a PARTICIPATING JURISDICTION may require records generated pursuant to this Agreement from DAWSON PLACE. DAWSON PLACE covenants that it shall cooperate with the PARTICIPATING JURISDICTIONS in the event records generated pursuant to this Agreement are requested. DAWSON PLACE agrees to provide such records to the PARTICIPATING JURISDICTION in a timely manner and in a format requested by the PARTICIPATING JURISDICTION, so long as it is reasonably feasible to provide such records in the format requested.

16.0 LEGAL REQUIREMENTS

All parties shall comply with all applicable federal, state and local laws in performing their duties under this Agreement.

17.0 APPLICABLE LAW AND VENUE

This Agreement shall be construed under the laws of the State of Washington. Venue of any legal action brought to enforce any of the terms and conditions of this Agreement shall be Snohomish County, Washington.

18.0 NON-DISCRIMINATION

DAWSON PLACE shall comply with the Snohomish County Human Rights Ordinance, Chapter 2.460 SCC, which is incorporated herein by this reference. Execution of this Agreement constitutes a certification by DAWSON PLACE of its compliance with the requirements of Chapter 2.460 SCC. If DAWSON PLACE is found to have violated this provision, or furnished false or misleading information in an investigation or proceeding conducted pursuant to Chapter 2.460 SCC, this Agreement may be subject to a declaration of default and termination at the County's discretion. This provision shall not affect DAWSON PLACE'S obligations under other federal, state, or local laws against discrimination.

19.0 PREVAILING PARTY ATTORNEY'S FEES

In any legal action brought to enforce any of the terms and conditions of this Agreement, the prevailing party in said legal action shall be entitled to reasonable attorney's fees and costs incurred.

20.0 INDEPENDENT CONTRACTOR

DAWSON PLACE agrees that any professional providing CIS Services under this Agreement shall not be considered for any purpose an agent, employee, or servant of any PARTICIPATING JURISDICTION. The parties agree that professionals providing CIS Services under this Agreement are not entitled to any benefits or rights enjoyed by employees of the PARTICIPATING JURISDICTIONS. DAWSON PLACE specifically has the right to direct and control the activities of any professional providing the agreed CIS Services in accordance with the specifications set out in this Agreement. The PARTICIPATING JURISDICTIONS shall only have the right to ensure performance.

21.0 NOTICE

Any notice to be given to a PARTICIPATING JURISDICTION under this Agreement shall be either mailed or personally delivered to the Notice Address shown in Exhibit A.

Any notice to DAWSON PLACE shall be mailed or personally delivered to:

Dawson Place Child Advocacy Center
1509 California Street

Everett, WA 98201

Any party may, by reasonable written notice to the other parties, designate a different contact person, or otherwise alter its contact information for the giving of notices. All notices shall be deemed given on the day each such notice is personally delivered, transmitted by facsimile (with evidence of receipt), or delivered by overnight courier service, or on the third business day following the day such notice is mailed if mailed in accordance with this Section. Exhibit A may be updated from time to time to reflect current addresses. Such an update, when made in accordance with this Section 21, is a clerical update to Exhibit A and is not an amendment to this Agreement.

22.0 AMENDMENT

The parties reserve the right to amend this Agreement in the future from time to time as may be mutually agreed upon. No such amendment shall be effective unless written and signed with the same formality of this Agreement.

23.0 ENTIRE AGREEMENT

This Agreement constitutes the whole and entire agreement among the parties as to CIS Services and no other understandings, oral or otherwise, regarding CIS Services shall be deemed to exist or bind the parties

24.0 SEVERABILITY

If any part of this Agreement is unenforceable for any reason the remainder of the Agreement shall remain in full force and effect.

25.0 EXECUTION OF MULTIPLE ORIGINAL COUNTERPARTS

This Agreement may be reproduced in any number of original counterparts. Each party need sign only one counterpart and when the signature pages are all assembled with one original counterpart, that compilation constitutes a fully executed and effective agreement among all the PARTICIPATING JURISDICTIONS.

26.0 WARRANTY OF AUTHORITY

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

IN WITNESS WHEREOF the PARTICIPATING JURISDICTIONS and DAWSON PLACE have executed this Agreement as of the date first above written.

DAWSON PLACE

By: _____

Mary Wahl, Executive Director

As Approved by Dawson Place Board of
Directors through Resolution

Dated _____.

CITY OF LAKE STEVENS

By: _____
Title: _____
Dated: _____

ATTEST:

By: _____
City Clerk
Dated: _____

APPROVED AS TO FORM:

By: _____
City Attorney
Dated: _____

EXHIBIT A

PARTICIPATING JURISDICTION	INVOICE ADDRESS	NOTICE ADDRESS
Snohomish County	Snohomish County Sheriff's Office Attn: Jill Iversen 3000 Rockefeller Ave M/S 606 Everett, WA 98201	Snohomish County Sheriff's Office Attn: Jeff Miller 3000 Rockefeller Ave M/S 606 Everett, WA 98201
Stillaguamish Police	Chief Joe Orford Stillaguamish Police Department 22714 6 th Ave NE Arlington, WA 98223	Chief Joe Orford Stillaguamish Police Department 22714 6 th Ave NE Arlington, WA 98223
City of Arlington	Debbie Strotz City of Arlington Finance Dept. 238 N. Olympic Arlington, WA 98223	Chief Nelson Beazley City of Arlington Police Department 110 E. Third St. Arlington, WA 98223
City of Bothell	Captain Drew Nielsen Bothell Police Department 18410 101 st Ave NE Bothell, WA 98011	Captain Drew Nielsen Bothell Police Department 18410 101 st Ave NE Bothell, WA 98011
City of Lake Stevens	Finance Director City of Lake Stevens P.O. Box 259 Lake Stevens, WA 98258	Chief of Police City of Lake Stevens 2211 Grade Road Lake Stevens, WA 98258
City of Lynnwood	Administrative Assistant to Chief of Police Lynnwood Police Department P.O. Box 5008 Lynnwood, WA 98046-5008	Deputy Chief Investigations/Services Lynnwood Police Department P.O. Box 5008 Lynnwood, WA 98046-5008
City of Marysville	Margaret Vanderwalker Marysville Police Department 1635 Grove Street Marysville, WA 98270	Commander Ralph Krusey Marysville Police Department 1635 Grove Street Marysville, WA 98270
City of Granite Falls	Chief Dennis Taylor Granite Falls Police Department 205 S. Granite Avenue P.O. Box 64 Granite Falls, WA 98252	Chief Dennis Taylor Granite Falls Police Department 205 S. Granite Avenue P.O. Box 64 Granite Falls, WA 98252
City of Edmonds	Marlene Eager Edmonds Police Department 250 5 th Ave. N. Edmonds, WA 98020	Gerry Gannon, Assistant Chief Edmonds Police Department 250 5 th Ave. N. Edmonds, WA 98020
City of Mill Creek	Jodie Gunderson City of Mill Creek Finance Department 15728 Main St. Mill Creek, WA 98012	Det. Sgt. Kate Hamilton Mill Creek Police Department 15728 Main St. Mill Creek, WA 98012
City of Everett	Tracey Versteeg Everett Police Department 3002 Wetmore Avenue Everett, WA 98201	Deputy Chief Mike Campbell Everett Police Department 3002 Wetmore Avenue Everett, WA 98201

City of Mukilteo	Mukilteo Police Department 10500 47 th Pl. W Mukilteo, WA 98275	Chief Rex Caldwell Mukilteo Police Department 10500 47 th Pl. W Mukilteo, WA 98275
City of Snohomish	Chief John Turner City of Snohomish PD 230 Maple Avenue Snohomish, WA 98290	Chief John Turner City of Snohomish PD 230 Maple Avenue Snohomish, WA 98290
City of Brier	Mickie Halverson Support Services Supervisor Brier Police Department 2901 228 th St. SW Brier, WA 98036	Chief Donald E. Lane Brier Police Department 2901 228 th St. SW Brier, WA 98036

EXHIBIT B

2012 Expenses *	
Salary / Benefits	\$62,273.12
Operating Expenses	
Computers	\$2,000.00
Equipment Maintenance	\$500.00
Supplies / Training	\$3,000.00
Office Space	\$16,000.00
Total	\$83,773.12

Participating Jurisdiction	2% of Salary	Number of Interviews	Cost Based On Use (\$253.1933 per interview)	Total
Arlington Police Department	\$1,245.46	9	\$2,278.74	\$3,524.20
Brier Police Department	\$1,245.46	0	\$0.00	\$1,245.46
Bothell Police Department	\$1,245.46	4	\$1,012.77	\$2,258.24
Edmonds Police Department	\$1,245.46	10	\$2,531.93	\$3,777.40
Everett Police Department	\$1,245.46	53	\$13,419.24	\$14,664.71
Granite Falls Police Department	\$1,245.46	2	\$506.39	\$1,751.85
Lake Stevens Police Department	\$1,245.46	23	\$5,823.45	\$7,068.91
Lynnwood Police Department	\$1,245.46	11	\$2,785.13	\$4,030.59
Marysville Police Department	\$1,245.46	38	\$9,621.35	\$10,866.81
Mill Creek Police Department	\$1,245.46	12	\$3,038.32	\$4,283.78
Mukilteo Police Department	\$1,245.46	2	\$506.39	\$1,751.85
Snohomish County Sheriff**	\$1,245.46	91	\$23,040.59	\$24,286.05
Snohomish Police Department	\$1,245.46	7	\$1,772.35	\$3,017.82
Stillaguamish Police Department	\$1,245.46	0	\$0.00	\$1,245.46
Total	\$17,436.47	262	\$66,336.64	\$83,773.12

* 2013 and 2014 Expenses and amounts due from each Participating Jurisdiction to be determined at a later date.

** The total amount due from the Snohomish County Sheriff's Department includes \$8,286.05 for interview services, plus the \$16,000 due for Office Space, listed above.



LAKE STEVENS CITY COUNCIL
STAFF REPORT

Council Agenda Date: 12 December 11

Subject: Lake Stevens Aerator Pump Motor Repair Contract Award

Contact Mick Monken **Budget Impact:** \$13,036.55
Person/Department: Public Works

RECOMMENDATION(S)/ACTION REQUESTED OF COUNCIL: Award a contract with Rogers Machinery Company Inc. to perform the services to remove, rebuild, and reinstall the pump motor for the Lake Stevens aerator for an amount of \$10,036.55 plus authorize a contingency fund of \$3,000.

SUMMARY/BACKGROUND:

In September this year, the motor for the aerator air pump discontinued working. It was identified by an electrician that the motor had shorted out, sustained damages, and needed to be rebuilt. The City sought bid from PSRC small works roster in October from six contractors and received two bids. The reason for the limited number of bids is assumed to be to the result of the difficulty in removing the motor from a confined space.

The bids came in at \$10,036.55 and \$19,466.40. The City's estimate was \$20,000 including a contingency. The low bidder, Rogers Machinery Company Inc., has experience with this type of pump assembly unit and has performed services for the City in the past. The City has been satisfied with the quality of work and responsiveness of this contractor.

A \$3,000 contingency is proposed to cover unexpected costs. While it is not known what caused the problem with the electric motor, once removed from the pump it is expected that this determination may be possible. If a minor problem with the air pump or need for a part replacement of the motor (outside of the normal rebuild) is needed, the contingency would provide staff the ability to authorize this work (if within the contingency amount) without having to bring this back before the Council.

The cost of this work will be shared between the County (11%) and the City (89%).

APPLICABLE CITY POLICIES: Contracts exceeding \$5,000 require the approval of the City Council.

BUDGET IMPACT: \$13,036.55 including a \$3,000 contingency.

ATTACHMENTS:

- ▶ Exhibit A: Draft Contract

EXHIBIT A

SMALL PUBLIC WORKS CONTRACT

THIS SMALL PUBLIC WORKS CONTRACT (“Contract”) is made and entered into this _____ day of _____, 2011, by and between Rogers Machinery Company, Inc. (“Contractor”) and the City of Lake Stevens, a municipal corporation (“City”).

WHEREAS, (PROVIDE GENERAL DESCRIPTION OF WORK/PROJECT THAT IS NEEDED); and

WHEREAS, the Contractor represents that it is qualified and possesses sufficient skills and the necessary capabilities to perform, carry out and complete said work and submitted a Bid Proposal to the City to do said work; and

WHEREAS, the Contractor and the City desire to enter into this Contract for said work in accordance with the terms and conditions of this Contract.

NOW, THEREFORE, in consideration of the terms, conditions and agreements contained herein, the City and Contractor agree as follows:

1. Scope of Work—the Project.

The Contractor shall perform, carry out and complete the **Aerator Pump Motor Rebuild Project** (“Project”) in accordance with this Contract and the incorporated Contract Documents specified in Section 2. The Project shall be completed no later than **30 calendar days after the Notice to Proceed from the City to the Contractor.**

2. Contract Documents.

The following documents are incorporated into the Contract by this reference:

- a. ~~Plans and Contract Drawings.~~
- b. Scope of Work.
- c. Proposal/Bid Submittal (attached).
- d. 2010 Standard Specifications for Road, Bridge, and Municipal Construction (WSDOT/APWA) (“Standard Specifications”) (referenced but not attached).
- e. 2010 APWA Supplement General Special Provisions (referenced but not attached).
- f. Addenda (if any)
- g. Payment and Performance Bond (attached) (**optional-see Section 5**).
- h. Retainage Bond (attached) (**optional-see Section 5**).

In the event of any inconsistencies or conflicts between the language of this Contract and these incorporated documents, the language of the Contract shall prevail over the language of the documents.

3. Commencement of Work.

Work shall not proceed under this Contract until the following conditions have been met by the Contractor:

- a. Contract has been signed and fully executed by the parties.
- b. The Contractor has provided the City with the certificates of insurance required under Section 21.
- c. The Contractor has obtained a City of Lake Stevens Business License.
- d. The Contractor has provided the City with satisfactory documentation that Contractor is licensed and bonded as a contractor in the Washington State.

These conditions shall be satisfied within ten (10) calendar days of the City's Notice of Award of the Contract to the Contractor. Upon satisfaction of these conditions, the City shall issue a Notice to Proceed and Contractor shall commence work within five (5) calendar days of the date of said Notice.

4. Time is of the Essence/Liquidated Damages.

Time is of the essence in the performance of this Contract. The Contractor shall diligently pursue the Project work to physical completion by the date specified in Section 1. If said work is not completed within the time specified, the Contractor agrees to pay the City as liquidated damages the sum set forth in Section 1-08.9 of the Standard Specifications for each and every calendar day said work remains uncompleted after expiration of the specified time.

5. Payment for Project.

a. Total Contract Sum for Project. Excluding approved changes orders, the City shall pay the Contractor for satisfactory completion of the Project under the Contract a total Contract Sum not to exceed **ten thousand and thirty six dollar and fifty five cents (\$10,036.55)** in accordance with the bid price in the Bid Proposal and including all applicable Washington State Sales Tax. The total Contract Sum includes all expenses and costs incurred in planning, designing and constructing the Project, including, but not limited to, applicable sales and use taxes, costs and expenses for overhead, profit, labor, materials, supplies, permits, subcontractors, consultants, and professional services necessary to construct and complete the Project.

b. Payments shall be for Performance of Project Work. Payments for work provided hereunder shall be made following the performance of such work, unless otherwise permitted by law and approved in writing by the City. No payment shall be made for any work rendered by the Contractor except as identified and set forth in this Contract.

c. Right to Withhold Payments if Work is Unsatisfactory. If during the course of the Contract, the work rendered does not meet the requirements set forth in the Contract, the Contractor shall correct or modify the required work to comply with the requirements of the Contract. The City shall have the right to withhold payment for such work until it meets the requirements of the Contract.

d. Payments. Progress payments shall be based on the timely submittal by the Contractor of the City's standard payment request form. The form shall be appropriately completed and signed by the Contractor. Applications for payment not signed and/or completed shall be considered incomplete and ineligible for payment consideration. The City shall initiate authorization for payment after receipt of a satisfactorily completed payment request form and shall make payment to the Contractor within approximately thirty (30) calendar days thereafter.

e. Payments for Alterations and/or Additions. Requests for changes orders and/or payments for any alterations in or additions to the work provided under this Contract shall be in accordance with the change order process set forth in Section 1-04.4 of the Standard Specifications.

f. Final Payment. As a small public works project under \$35,000, the City shall not withhold statutory retainage under RCW Chapter 60.28. However, the parties agree that the City shall not make the Final Payment to the Contractor under this Contract until the Public Works Director has issued a Final Acceptance of the Project and the following has occurred:

- i. A release has been obtained from the Washington State Department of Revenue.
- ii. Affidavits of Wages Paid for the Contractor and all Subcontractors are on file with the Contracting Agency (RCW 39.12.040).
- iii. A certificate of Payment of Contributions Penalties and Interest on Public Works Contract is received from the Washington State Employment Security Department.
- iv. Washington State Department of Labor and Industries (per Section 1-07.10 of the Standard Specifications) shows the Contractor is current with payments of industrial insurance and medical premiums.

- v. Releases from all of Contractor's subcontractors and/or suppliers have been provided to the City, or the period for filing claims by said subcontractors and/or suppliers has expired without claims being filed.
- vi. If requested by the City, the Contractor shall provide the City with proof that insurance required under Section 22 remains in effect.
- g. Final Acceptance. Final Acceptance of the Project is determined when the Project is accepted by the Public Works Director as being one hundred percent (100%) complete.
- h. Payment in the Event of Termination. In the event this Contract is terminated by the either party, the Contractor shall not be entitled to receive any further amounts due under this Contract until the work specified in the Scope of Work is satisfactorily completed, as scheduled, up to the date of termination. At such time, if the unpaid balance of the amount to be paid under the Contract exceeds the expense incurred by the City in finishing the work, and all damages sustained by the City or which may be sustained by the City or which may be sustained by the reason of such refusal, neglect, failure or discontinuance of Contractor performing the work, such excess shall be paid by the City to the Contractor. If the City's expense and damages exceed the unpaid balance, Contractor and his surety shall be jointly and severally liable therefore to the City and shall pay such difference to the City. Such expense and damages shall include all reasonable legal expenses and costs incurred by the City to protect the rights and interests of the City under the Contract.
- i. Maintenance and Inspection of Financial Records. The Contractor and its subcontractors shall maintain reasonable books, accounts, records, documents and other evidence pertaining to the costs and expenses allowable, and the consideration paid under this Contract, in accordance with reasonable and customary accepted accounting practices. All such books of account and records required to be maintained by this Contract shall be subject to inspection and audit by representatives of City and/or of the Washington State Auditor at all reasonable times, and the Contractor shall afford the proper facilities for such inspection and audit to the extent such books and records are under control of the City, and all Project Contracts shall similarly provide for such inspection and audit rights. Such books of account and records may be copied by representatives of City and/or of the Washington State Auditor where necessary to conduct or document an audit. The Contractor shall preserve and make available all such books of account and records in its control for a period of three (3) years after final payment under this Contract, and Bunker Repair Project subcontracts shall impose similar duties on the subcontractors.

6. Term of Contract.

The term of this Contract shall commence upon full execution of this Contract by the City and Contractor and shall terminate upon final payment by the City to the Contractor, unless sooner terminated by either party under Section 7 or applicable provision of the Contract.

7. Termination of Contract.

a. Except as otherwise provided under this Contract, either party may terminate this Contract upon ten (10) working days' written notice to the other party in the event that said other party is in default and fails to cure such default within that ten-day period, or such longer period as provided by the non-defaulting party. The notice of termination shall state the reasons therefore and the effective date of the termination.

b. The City may also terminate this Contract in accordance with the provisions of Section 1-08.10 of the Standard Specifications.

8. Status of Contractor.

The Contractor is a licensed, bonded and insured contractor as required and in accordance with the laws of the State of Washington. Contractor is acting as an independent contractor in the performance of each and every part of this Contract. No officer, employee, volunteer, and/or agent of either party shall act on behalf of or represent him or herself as an agent or representative of the City. Contractor and its officers, employees, volunteers, agents, contractors and/or subcontractors shall make no claim of City employment nor shall claim against the City any related employment benefits, social security, and/or retirement benefits. Nothing contained herein shall be interpreted as creating a relationship of servant, employee, partnership or agency between Contractor and the City.

9. Permits.

The Contractor will apply for, pay for and obtain any and all City, county, state and federal permits necessary to commence, construct and complete the Project. All required permits and associated costs shall be included in the Total Contract Sum for Project.

10. Business License Required.

The Contractor shall obtain a City of Stanwood Business License prior to commencement of work under this Contract.

11. Work Ethic.

The Contractor shall perform all work and services under and pursuant to this Contract in timely, professional and workmanlike manner.

12. City Ownership of Work Products.

All work products (reports, maps, designs, specifications, etc.) prepared by or at the request of Contractor regarding the planning, design and construction of the Project shall be the property of the City. Contractor shall provide the City with paper and electronic copies of all work products in possession or control of Contractor at the request of final payment from Contractor or upon written request from the City.

13. Job Safety.

a. General Job Safety. Contractor shall take all necessary precaution for the safety of employees on the work site and shall comply with all applicable provisions of federal, state and local regulations, ordinances and codes. Contractor shall erect and properly maintain, at all times, as required by the conditions and progress of the work, all necessary safeguards for the protection of workers and the public and shall post danger signs warning against known and unusual hazards.

b. Trench Safety Systems. The Contractor shall ensure that all trenches are provided with adequate safety systems as required by RCW Chapter 49.17 and WAC 296-155-650 and -655. The Contractor is responsible for providing the competent person and registered professional engineer required by WAC 296-155-650 and -655.

14. Prevailing Wages.

Contractor shall pay its employees, and shall require its subcontractors to pay their employees, prevailing wages as required by and in compliance with applicable state and/or federal law and/or regulations, including but not limited to RCW Chapter 39.12 and RCW Chapter 49.28. Prior to final payment under this Contract, Contractor shall certify in writing that prevailing wages have been paid for all work on the Project as required and in accordance with applicable law and/or regulations.

15. Taxes and Assessments.

The Contractor shall be solely responsible for compensating its employees, agents, and/or subcontractors and for paying all related taxes, deductions, and assessments, including, but not limited to, applicable use and sales taxes, 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 Contract.

16. Nondiscrimination Provision.

During the performance of this Contract, the Contractor shall comply with all applicable equal opportunity laws and/or regulations and shall not discriminate on the basis of race, age, color, sex, sexual orientation, religion, national origin, creed, veteran status, marital status, political affiliation, or the presence of any sensory, mental or physical handicap. This provision shall include but not be limited to the following: employment, upgrading, demotion, transfer, recruitment, advertising, layoff or termination, rates of pay or other forms of compensation, selection for training, and the provision of work and services under this Contract. The Contractor further agrees to maintain notices, posted in conspicuous places, setting forth the provisions of this nondiscrimination clause. The Contractor understands that violation of this provision shall be cause for immediate termination of this Contract and the Contractor may be barred from performing any services or work for the City in the future unless the Contractor demonstrate to the satisfaction of the City that discriminatory practices have been eliminated and that recurrence of such discriminatory practices is unlikely.

17. The Americans with Disabilities Act.

The Contractor shall comply, and shall require its subcontractors to comply, with the Americans with Disabilities Act of 1990, 42 U.S.C. § 12101 et seq. (ADA), and its implementing regulations, and Washington State's anti-discrimination law as contained in RCW Chapter 49.60 and its implementing regulations, with regard to the work and services provided pursuant to this Contract. The ADA provides comprehensive civil rights to individuals with disabilities in the area of employment, public accommodations, public transportation, state and local government services, and telecommunications.

18. Compliance With Law.

The Contractors shall perform all work and services under and pursuant to this Contract in full compliance with any and all applicable laws, rules, and regulations adopted or promulgated by any governmental agency or regulatory body, whether federal, state, local, or otherwise.

19. Guarantee of Work.

a. The Contractor guarantees and warrants all of its work, materials, and equipment provided and utilized for this Project to be free from defects for a period of one (1) year from the date of final acceptance of the Project work. The Contractor shall remedy any defects in its Project work, and the materials, and equipment utilized in the Project and pay for any damages resulting therefrom which shall appear within a period of one (1) year from the date of final acceptance of the Project work unless a longer period is specified. The City will give notice of observed defects with reasonable promptness.

b. The guarantee/warranty period shall be suspended from the time a significant defect is first documented by the City until the work or equipment is repaired or replaced by the Contractor and accepted by the City. In the event that fewer than ninety (90) calendar days remain in the guarantee period after acceptance of such repair or replacement (after deducting the period of suspension above), the guarantee period shall be extended to allow for at least ninety (90) calendar days guarantee of the work from the date of acceptance of such repair or equipment.

c. The Contractor shall also provide the City with manufacturer's warranties for all components, materials and equipment installed as part of the Project.

20. Contractor's Risk of Loss.

It is understood that the whole of the work under this Contract is to be done at the Contractor's risk, and that he has familiarized himself with all existing conditions and other contingencies likely to affect the work, and has made his bid accordingly, and that he shall assume the responsibility and risk of all loss or damage to materials or work which may arise from any cause whatsoever prior to completion.

21. Indemnification and Hold Harmless.

a. The Contractor shall indemnify, defend and hold the City, its elected officials, agents, officers and/or employees harmless from and against any and all claims, demands, liabilities, losses, costs, damages or expenses of any nature whatsoever (including all costs and attorneys' fees) to or by third parties arising from, resulting from or connected with the work and services performed or to be performed under this Contract by the Contractor and/or its directors, officers, agents, employees, consultants, and/or subcontractors to the fullest extent permitted by law and subject to the limitations provided below.

b. The Contractor's duty to indemnify the City shall not apply to liability for damages arising out of bodily injury to persons or damage to property caused by or resulting from the sole negligence of the City or its elected officials, agents, officers and/or employees.

c. The Contractor's duty to indemnify the City for liability for damages arising out of bodily injury to persons or damage to property caused by or resulting from the concurrent negligence of (a) the City and/or its elected officials, agents, officers and/or employees, and (b) the Contractor and/or its directors, officers, agents, employees, consultants, and/or subcontractors, shall apply only to the extent of negligence of Contractor and/or its directors, officers, agents, employees, consultants, and/or subcontractors.

d. The Contractor specifically and expressly waives any immunity that may be granted it under the Washington State Industrial Insurance Act, Title 51 RCW, as provided in RCW 4.24.115. The indemnification obligation under this Contract shall not be limited in any

way by any limitation on the amount or type of damages, compensation or benefits payable to or for any third party under workers compensation acts, disability benefits acts, or other employee benefits acts; provided the Contractor's waiver of immunity by the provisions of this paragraph extends only to claims against the Contractor by the City and does not include, or extend to, any claims by the Contractor's employees directly against Contractor. The obligations of Contractor under this subsection have been mutually negotiated by the parties hereto, and Contractor acknowledges that the City would not enter into this Contract without the waiver thereof of Contractor.

e. Nothing contained in this section or Contract shall be construed to create a liability or a right of indemnification by any third party.

f. The provisions of this section shall survive the expiration or termination of this Contract with respect to any event occurring prior to such expiration or termination.

22. Insurance.

The Contractor shall procure, and maintain for the duration of the Contract, insurance against claims for injuries to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the Contractor, their agents, representatives, employees or subcontractors. Failure by the Contractor to maintain the insurance as required shall constitute a material breach of contract upon which the City may, after giving five (5) working days notice to the Contractor to correct the breach, immediately terminate the Contract or at its discretion, procure or renew such insurance and pay any and all premiums in connection therewith, with any sums so expended to be repaid to the City on demand, or at the sole discretion of the City, off set against funds due the Contractor from the City.

a. Minimum Scope of Insurance.

The Contractor shall obtain insurance of the types described below:

- i. Automobile Liability insurance covering all owned, non-owned, hired and leased vehicles. Coverage shall be written on Insurance Services Office (ISO) form CA 00 01 or a substitute form providing equivalent liability coverage. If necessary, the policy shall be endorsed to provide contractual liability coverage.
- ii. Commercial General Liability insurance shall be written on ISO occurrence form CG 00 01 and shall cover liability arising from premises, operations, stop gap liability, independent contractors, products-completed operations, personal injury and advertising injury, and liability assumed under an insured contract. The Commercial General Liability insurance shall be endorsed to provide the Aggregate Per Project Endorsement ISO form CG 25 03 11 85. There shall be no

endorsement or modification of the Commercial General Liability insurance for liability arising from explosion, collapse or underground property damage. The City shall be named as an insured under the Contractor's Commercial General Liability insurance policy with respect to the work performed for the City using ISO Additional Insured endorsement CG 20 10 10 01 and Additional Insured-Completed Operations endorsement CG 20 37 10 01 or substitute endorsements providing equivalent coverage.

- iii. Workers' Compensation coverage as required by the Industrial Insurance laws of the State of Washington.
- iv. ~~Builders Risk insurance covering interests of the City, the Contractor, Subcontractors, and Sub-contractors in the work. Builders Risk insurance shall be on a all risk policy form and shall insure against the perils of fire and extended coverage and physical loss or damage including flood and earthquake, theft, vandalism, malicious mischief, collapse, temporary buildings and debris removal. This Builders Risk insurance covering the work will have a deductible of \$5,000 for each occurrence, which will be the responsibility of the Contractor. Higher deductibles for floor and earthquake perils may be accepted by the City upon written request by the Contractor and written acceptance by the City. Any increased deductibles accepted by the City will remain the responsibility of the Contractor. The Builders Risk insurance shall be maintained until final acceptance of the work by the City.~~

b. Minimum Amounts of Insurance.

The Contractor shall maintain the following insurance limits:

- i. Automobile Liability insurance with a minimum combined single limit for bodily injury and property damage of \$1,000,000 per accident.
- ii. Commercial General Liability insurance shall be written with limits no less than \$1,000,000 each occurrence, \$2,000,000 general aggregate and a \$2,000,000 products-completed operations aggregate limit.
- iii. ~~Builders Risk insurance shall be written in the amount of the completed value of the project with no coinsurance provisions.~~

c. Other Insurance Provisions.

The insurance policies are to contain, or be endorsed to contain, the following provisions for Automobile Liability and Commercial General Liability insurance.

- i. The Contractor's insurance coverage shall be primary insurance with respect to the City. Any insurance, self-insurance, or insurance pool coverage maintained by the City shall be in excess of the Contractor's insurance and shall not contribute with it.

- d. Acceptability of Insurers.

Insurance is to be placed with insurers with a current A.M. Best rating of not less than A:VII.

- e. Verification of Coverage.

The Contractor shall furnish the City with original certificates and a copy of the amendatory endorsements, including but not necessarily limited to the additional insured endorsement, evidencing the Automobile Liability and Commercial General Liability insurance of the Contractor before commencement of the work. Throughout the term of this Contract, the Contractor shall provide the City with proof of insurance upon request by the City. Before any exposure to loss may occur, the Contractor shall file with the City a copy of the Builders Risk insurance policy that includes all applicable conditions, exclusions, definitions, terms and endorsements related to this Project.

- f. Contractor's Insurance for Other Losses.

The Contractor shall assume full responsibility for all loss or damage from any cause whatsoever to any tools, Contractor's employee owned tools, machinery, equipment, or motor vehicles owned or rented by the Contractor, or the Contractor's agents, suppliers or subcontractors as well as to any temporary structures, scaffolding and protective fences.

- g. Subcontractors.

The Contractor shall include all subcontractors as insured under its policies or shall furnish separate certifications and endorsements for each subcontractor. All coverage for subcontractors shall be subject to all of the same insurance requirements as stated herein for the Contractor.

h. Waiver of Subrogation.

The Contractor and the City waive all rights against each other, any of their subcontractors, lower tier subcontractors, agents and employees, each of the other, for damages caused by fire or other perils to the extent covered by Builders Risk insurance or other property insurance obtained pursuant to the Insurance Requirements Section of this Contract or other property insurance applicable to the work. The policies shall provide such waivers by endorsement or otherwise.

i. Notice of Cancellation of Insurance.

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

23. Assignment and Subcontractors.

a. The Contractor shall not assign this Contract or any interest herein, nor any money due to or to become due hereunder, without first obtaining the written consent of the City.

b. The Contractor shall not subcontract any part of the services to be performed hereunder without first obtaining the consent of the City and complying with the provisions of this section.

c. In the event the Contractor does assign this Contract or employ any subcontractor, the Contractor agrees to bind in writing every assignee and subcontractor to the applicable terms and conditions of the Contract documents.

d. The Contractor shall, before commencing any work, notify the City in writing of the names of any proposed subcontractors. The Contractor shall not employ any subcontractor or other person or organization (including those who are to furnish the principal items or materials or equipment), whether initially or as a substitute, against whom the City may have reasonable objection. Each subcontractor or other person or organization shall be identified in writing to the City by the Contractor prior to the date this Contract is signed by the Contractor. Acceptance of any subcontractor or assignee by the City shall not constitute a waiver of any right of the City to reject defective work or work not in conformance with the contract documents. If the City, at any time, has reasonable objection to a subcontractor or assignee, the Contractor shall submit an acceptable substitute.

e. The Contractor shall be fully responsible for all acts and omissions of its assignees, subcontractors and of persons and organization directly or indirectly employed by it

and of persons and organizations for whose acts any of them may be liable to the same extent that it is responsible for the acts and omissions of person directly employed by it.

f. The Contract does not and shall not create or be construed to create any relationship, contractual or otherwise, between the City and any subcontractor or assignee. Nothing in the Contract shall create any obligation on the part of the City to pay or to assure payment of any monies due any subcontractor or assignee.

24. Severability.

a. If a court of competent jurisdiction holds any part, term or provision of this Contract 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 Contract did not contain the particular provision held to be invalid.

b. If any provision of this Contract 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.

25. Integration and Supersession.

This Contract sets forth all of the terms, conditions, and Contracts of the parties relative to the Project, and supersedes any and all such former Contracts which are hereby declared terminated and of no further force and effect upon the execution and delivery hereof. There are no terms, conditions, or Contracts with respect thereto except as provided herein, and no amendment or modification of this Contract shall be effective unless reduced to writing and executed by the parties. In the event of any conflicts or inconsistencies between this Contract and the Declaration, the terms of this Contract shall control in all cases.

26. Non-Waiver.

A waiver by either party hereto of a breach of the other party hereto of any covenant or condition of this Contract 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 Contract, covenant or condition of this Contract, 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 Contract, covenant, condition or right.

27.

Survival.

Any provision of this Contract which imposes an obligation after termination or expiration of this Contract shall survive the term or expiration of this Contract and shall be binding on the parties to this Contract.

28. Contract Representatives and Notices.

This Contract shall be administered for the City by the City's Contract Representative Scott Wicken, and shall be administered for the Contractor by the Contractor's Contract Representative **Mark Hanscom**. 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 the City: Scott Wicken, Public Works Superintendent
 City of Lake Stevens
 Department of Public Works
 1812 Main Street
 Lake Stevens, WA 98258-0257
 425-212-3312 (swicken@lakestevenswa.gov)

To Contractor: **Mark Hanscom**
 Rogers Machinery Company, Inc
 7800 Fifth Avenue S
 Seattle, WA 98108
 206-763-2530 (mark.hanscom@rogers-machinery.com)

or to such addresses as the parties may hereafter designate in writing. Notices and/or demands shall be sent by registered or certified mail, postage prepaid, or hand-delivered. Such notices shall be deemed effective when mailed or hand-delivered at the addresses specified above.

29. Third Parties.

The City and Contractor are the only parties to this Contract and are the only parties entitled to enforce its terms. Nothing in this Contract gives, is intended to give, or shall be construed to give or provide, any right or benefit, whether directly or indirectly or otherwise, to third persons.

30. Governing Law.

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

31. Venue.

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

32. Attorney Fees

Should either the City or the Contractor commence any legal action relating to the provisions of this Contract or the enforcement thereof, the prevailing party shall be awarded judgment for all costs of litigation including, but not limited to, costs, expert witnesses, and reasonable attorney fees.

33. Authority

The person executing this Agreement on behalf of Contractor represents and warrants that he or she has been fully authorized by Contractor to execute this Agreement on its behalf and to legally bind Contractor to all the terms, performances and provisions of this Agreement. The person executing this Contractor on behalf of the City represents and warrants that he or she has been fully authorized by the City to execute this Contractor on its behalf and to legally bind the City to all the terms, performances and provisions of this Contractor.

34. Counterparts.

This Contract 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 Contract.

IN WITNESS WHEREOF, the parties hereto have caused this Contract to be executed the day and year first hereinabove written.

CITY OF LAKE STEVENS

CONTRACTOR

By: _____
Vern Little, Mayor

By: _____

Print Name: _____

Title: _____

Approved as to form:

Grant Weed, City Attorney

Acknowledgement of Waiver of Contractor's Industrial Insurance Immunity:

City

Contractor

ATTACHMENTS:

- a. ~~Plans and Contract Drawings.~~
- b. Scope of Work.
- c. Proposal/Bid Submittal.
- d. ~~Payment and Performance Bond.~~
- e. ~~Retainage Bond~~
- f. Addenda.



Exterior Building



Interior of building looking through exterior building doors

Pump Motor Information (from manufactures plat)

Manufacture: U.S. Electrical Motors, Division of Emerson Electric – Stain Louis, MO

Type: Premium Efficiency Motor

HP: 200 Phase: 3 Insulation Class: F Hz: 60

Frame: 444TSC DP Volts: 460 Amps: 220

Design: B Code: 6 SF: 1.25

Cont Duty: 40 DEG C AMB RPM: 3556

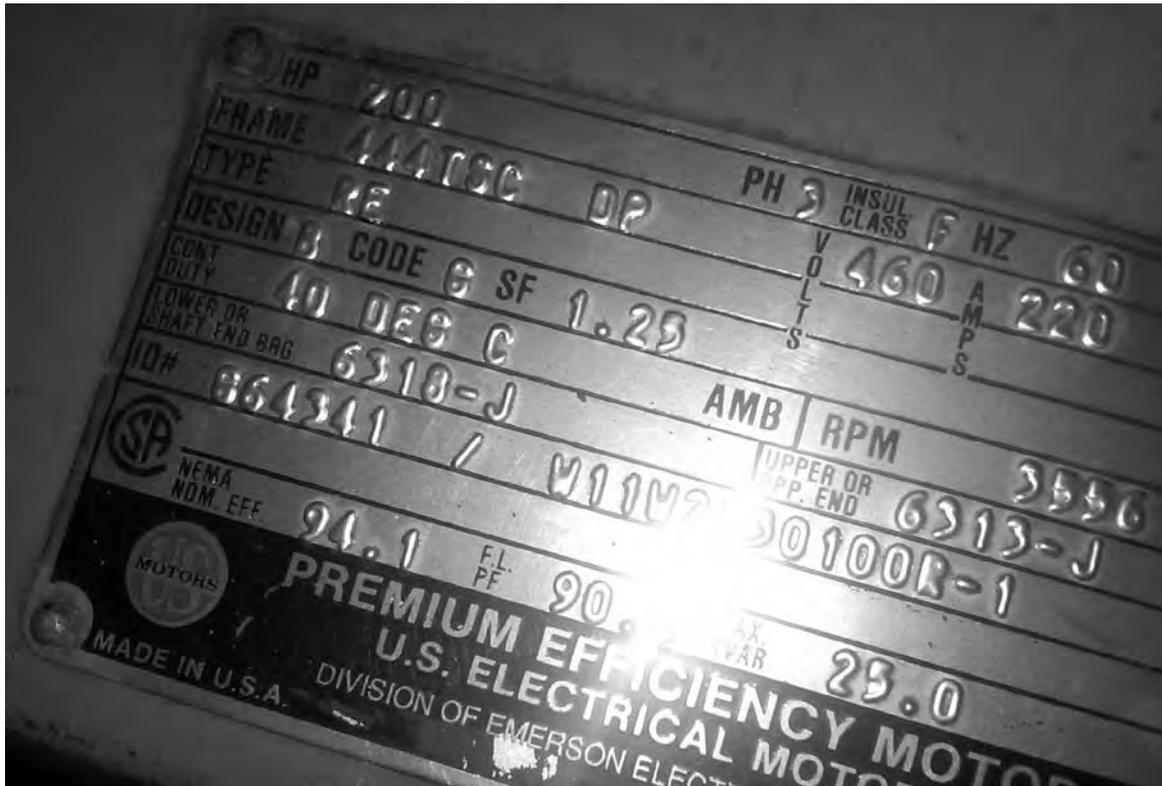
Lower Or/Shaft End Brg: 6318-7 Upper Or/Opp. End: 6313-J

ID # G64341 / W11W2630100R – 1

NEMA NOM. EFF: 94.1

F.L.PF: 90.0

Max KVAR: 25.0



Hours of Work: Monday through Friday, except Holidays, 7:00 AM to 7:00 PM.

Warrantee: A warrant of three years is required for the motor rebuild. The warrant needs to be provided in writing and must include the removal, repair, and replacement in the event that the motor fails to operation within the three year warrant period.

Project Contact Person: Scott Wicken at 425-212-3312 or by e-mail at swicken@lakestevenswa.us .

City of Lake Stevens

Bid Proposal for Aerator Pump Motor Rebuild

The following bid proposal is for the removal of the motor from an enclosure assembly in Lake Stevens, transport to and from the site, perform a rebuilding of the motor (including rewinding, brushes, bearings, and other services to restore the motor to industry standard tolerances for a rebuilt motor), reinstall the motor in the enclosure assembly, and perform testing on site to ensure proper operations of the motor as described in the Request for Bids (revision 18 October 2011).

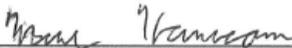
Item	Description	Unit Price
1.	Removal and reinstallation of Pump Motor (no sales tax applied)	\$ <u>2,118.00</u>
2.	Transportation of Pump Motor to and from site (no sales tax applied)	\$ <u>405.60</u>
3.	Motor Rebuild	\$ <u>6,918.00</u>
	a. Sales tax (8.6%)	\$ <u>594.95</u>
	Motor Rebuild including sales tax	\$ <u>7,512.95</u>
	TOTAL BID (Item 1 + 2 + 3)	\$ <u>10,036.55</u>

I am familiar with the project and site and submit this bid understanding the terms of the sample contract. If awarded this bid, I will be able to complete the work within 30 calendar days from the City's issuance of Notice to Proceed.

Company: Rogers Machinery Company, Inc. Email: Mark.Hanscom@rogers-machinery.com

Address: 7800 Fifth Ave S City: Seattle Zip: 98108

Phone: (206) 763-2530

Signature:  Date: November 10, 2011

Print Name: Mark Hanscom



LAKE STEVENS CITY COUNCIL
STAFF REPORT

Council Agenda Date: 12 December 11

Subject: City Shop Waste Oil Heater Unit Purchase

Contact	Mick Monken	Budget Impact:	\$8,310.11
Person/Department:	<u>Public Works</u>		

RECOMMENDATION(S)/ACTION REQUESTED OF COUNCIL: Approve the purchase of a Waste Oil Heating Unit from Econo Heat Inc for an amount of \$8,310.11.

SUMMARY/BACKGROUND: In 2010 the City purchased a shop facility on 131st Avenue NE and begun operations in the building in July of that year. The facility had been used as a warehouse and the City has been making minor modifications to the facility to meet safety requirements and operational needs of the City. One of the needs is heating of the open bay area. This is an area of approximately 9,000 square feet and was heated last winter by an open flame propane heater to only prevent freezing and to provide a low level of warmth while working on equipment. The facility has an old natural gas furnace but this is not operational and was disconnected prior to the City's purchasing of the facility.

The City had planned for a replacement heater unit in the original shop budget and explored several options. This include infrared, radiant, gas, propane, electric, and oil. The most cost effective in operation (fuel consumption being top consideration) was an oil heater unit that uses waste oils, lubricants, and old fuel oils. (The City has been working with other agencies to secure waste oil to fuel the unit and believe to have found a sufficient supply that little supplementation of fuel will be required.) The unit proposed is efficient, low maintenance, and expected to maintain temperatures above freezing in the open bay area.

Bids were sought in November and a total of 6 were received. The bids ranged from \$6,514.90 to \$11,732.23 which included sales tax and delivery to the shop. Of these, 4 bids met the minimum specification with the lowest bid not meeting the minimum specifications. The next lowest bid, \$8,310.11 did meet the minimum specifications and provide some additional features that are considered to be very desirable such as easy maintenance design, carbon removal prior to the burn chamber, exceeds the standard warrantee, and provides a chimney kit.

APPLICABLE CITY POLICIES: Council must authorize purchased exceeding \$5,000.

BUDGET IMPACT: \$8,310.11

ATTACHMENTS:

- ▶ Exhibit A: Bid Summary

EXHIBIT A

**Bid Summary
Waste Oil Heating Unit
City Shop**

30 November 2011

Company	Meets Minimum Specs	Base Bid	Comment
Lanair Products	No	\$6,514.90	No low fuel shut off, smaller fuel tank, does not include air compressor
Econo Heat Inc.	Yes	\$8,310.11	Longer warranty, eliminated carbon at the pre-heat block, easy servicing, lower fuel consumption, provides a chimney kit
NW Environmental	Yes	\$8,361.11	30 Amp (vs spec 20 Amp), easy servicing, lower fuel consumption
AMB Tools	Yes	\$8,813.98	Unit not specified, minimum spec sheet provided
Nuera Technologies	Unknown	\$10,262.70	Unit not specified and no minimum spec sheet provided
Northwest Industrial Eq	Yes	\$11,732.23	Larger unit (315k vs spec 250k BTU), higher fuel consumption



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HEALTH DISTRICT
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DEC 01 2011

CITY OF LAKE STEVENS

Administration Division

November 28, 2011

Mayor Vern Little
City of Lake Stevens
PO Box 257
Lake Stevens, WA 98258

Re: Annual Certification of Board of Health Representative

Dear Mayor Little:

The Snohomish Health District Board of Health is composed of the five Snohomish County Council members and ten representatives from the incorporated cities within Snohomish County. Under the current Health District Charter, city representatives to the Board of Health shall be certified annually by the mayor or city manager as properly appointed, in a letter to the Health District.

The current representative for your city on the Board of Health is:

Mayor Dianne White, City of Stanwood.

The annual meeting to elect Board of Health officers will occur on January 10, 2012. In order to be in compliance with the Health District Charter, I request a letter from your city by that date, signed by the mayor or city manager, certifying your representative to the Board of Health for 2012.

If you have any questions, please call me at (425) 339-5210.

Sincerely,

A handwritten signature in blue ink that reads "Gary Goldbaum".

Gary Goldbaum, MD, MPH
Health Officer & Director

GG/kh

c: Mayor Dianne White
President, Lake Stevens City Council



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