

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, June 25, 2012 - 7:00 p.m.

NOTE: **WORKSHOP ON VOUCHERS AT 6:45 P.M.**

CALL TO ORDER: 7:00 p.m.
Pledge of Allegiance

ROLL CALL:

GUEST BUSINESS:

CONSENT AGENDA: *A. Approve June 2012 vouchers. Barb
*B. Approve minutes of June 11, 2012 regular Council Norma
meeting.
*C. Approve Revised Professional Services Agreement for Randy
Child Interviewing Specialist Services with Dawson
Place.
*D. Approve Federal Emergency Management Agency Mick
resolution for designation of applicant's agent to
process grant funding for the January 2012 snow storm
event

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

Lake Stevens City Council Regular Meeting

June 25, 2012

	*A. Public Hearing and consideration of first and final reading of Ordinance No. 874, extending the moratorium prohibiting the establishment of medical marijuana / cannabis dispensaries and collective gardens for an addition six months.	Russ
ACTION ITEMS:	*A. Approve on-call Professional Engineering Services Agreement with KPFF Consulting Engineers; Tetra Tech, Inc.; WH Pacific, Inc.; and Robinson Noble, Inc.	Mick
	*B. Accept Transportation Level of Service methodology for the 20 th Street SE Corridor and Lake Stevens Center subarea plans.	Mick
	*C. Authorize the Mayor to execute Quit Claim Deeds from Snohomish County for Lundein Creek Restoration Project Easements and continue vegetation monitoring.	Mick
DISCUSSION ITEMS:	*A. Subarea plans Design Guidelines and Zoning Map review.	Becky/ Russ
COUNCIL PERSON'S BUSINESS:		
MAYOR'S BUSINESS:		
STAFF REPORTS:		
INFORMATION ITEMS:		
EXECUTIVE SESSION:	A. Potential Litigation.	
ADJOURN:		

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

**THE PUBLIC IS INVITED TO ATTEND
Special Needs**

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

NOTICE:

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

BLANKET VOUCHER APPROVAL
2012

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	905886-905943	\$130,956.29
Payroll Checks	33638-33639	\$3,390.50
Claims	33640-33707	\$89,322.14
Electronic Funds Transfers	468-471	\$16,332.06
Void Checks		
Tax Deposit(s)	6/15/2012	\$47,826.87
Total Vouchers Approved:		\$287,827.86

This 25th day of June 2012:

Mayor

Councilmember

Finance Director

Councilmember

Councilmember

Councilmember



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Direct Deposit Register

18-Jun-2012

Wells Fargo - AP

Lake Stevens

Direct Deposits to Accounts

18-Jun-2012	<u>Vendor</u>	<u>Source</u>	<u>Amount</u>	<u>Draft#</u>	<u>Bank Name</u>	<u>Transit</u>	<u>Account</u>
9407	Department of Retirement (Pers	C	\$3,692.00	468	Wells Fargo	121000248	4159656917
9408	NATIONWIDE RETIREMENT SOL	C	\$1,048.25	469	Wells Fargo	121000248	4159656917
9405	Wash State Support Registry	C	\$402.46	470	Wells Fargo	121000248	4159656917
Total:			\$5,142.71	Count:		3.00	

Direct Deposit Summary

<i>Type</i>	<i>Count</i>	<i>Total</i>
C	3	\$5,142.71

Pre-Note Transactions

Direct Deposit Register

18-Jun-2012

Wells Fargo - AP

Lake Stevens

Direct Deposits to Accounts

26-Jun-2012	<u>Vendor</u>	<u>Source</u>	<u>Amount</u>	<u>Draft#</u>	<u>Bank Name</u>	<u>Transit</u>	<u>Account</u>
9362	Department of Revenue	C	\$11,189.35	471	Wells Fargo	121000248	4159656917
	Total:		\$11,189.35		Count:		1.00

Direct Deposit Summary

<i>Type</i>	<i>Count</i>	<i>Total</i>
C	1	\$11,189.35

Pre-Note Transactions

Detail Check Register

18-Jun-12

Lake Stevens

Check No	Check Date	VendorNo	Vendor	Check Amount		
33640	18-Jun-12	13709	Franklin Nelson			\$750.00
replacement ck			Replacement for ck 33009	\$750.00	\$0.00	\$750.00
001008521002600			Law Enforcement Clothing		\$750.00	
33641	18-Jun-12	11879	ROGERS MACHINERY CO, INC.			\$13,304.38
858260			aerator motor rewind	\$13,304.38	\$0.00	\$13,304.38
410016542406200			Storm Water - Aerator Repairs		\$13,304.38	
33642	18-Jun-12	13190	Wayne Aukerman			\$750.00
replacement ck			Replacement for ck 33073	\$750.00	\$0.00	\$750.00
001008521002600			Law Enforcement Clothing		\$750.00	
Total Of Checks:						\$14,804.38

Detail Check Register

21-Jun-12

Lake Stevens

Check No	Check Date	VendorNo	Vendor	Check Amount	
33643	25-Jun-12	12921	ADVANTAGE BUILDING SERVICES	\$223.03	
Replc ck 33163		Replace ck # 33163		\$223.03	\$0.00
621000586000005		Janitorial Retainage Reimb		\$223.03	
33644	25-Jun-12	12540	ALLIED WASTE SERVICES #197	\$353.68	
0197-001473551		Dumpster services		\$353.68	\$0.00
101016542003102		Street Fund Operating Costs		\$169.47	
101016542004500		Street Fund - Rentals/Leases		\$7.37	
410016542403102		Storm Water - Operating Costs		\$169.48	
410016542404501		Storm Water - Equipment Rental		\$7.36	
33645	25-Jun-12	12540	ALLIED WASTE SERVICES #197	\$272.43	
0197-001473325		Dumpster services		\$272.43	\$0.00
001010576803103		Parks-Lundeen-Operating Costs		\$259.72	
001010576804500		Parks - Equipment Rental		\$12.71	
33646	25-Jun-12	12540	ALLIED WASTE SERVICES #197	\$109.20	
0197-001474004		Dumpster services		\$109.20	\$0.00
001013519903100		General Government - Operating		\$96.25	
001013519904500		General Government-Equip Renta		\$12.95	
33647	25-Jun-12	12187	AUCKLAND ENTERPRISES	\$1,200.00	
560		Supplies		\$675.00	\$0.00
410016542404800		Storm Water - Repairs & Maint.		\$675.00	
565		danger tree removal		\$525.00	\$0.00
101016542004800		Street Fund - Repair & Mainten		\$525.00	
33648	25-Jun-12	13921	Bill Trimm FAICP	\$2,118.75	
04/05/12		Professional services		\$2,118.75	\$0.00
001007558804111		Planning-Economic Development		\$2,118.75	
33649	25-Jun-12	13475	Bio-Clean Inc	\$244.36	
4351		Bio hazard clean up/PT30		\$244.36	\$0.00
001008521004800		Law Enforcement - Repair & Mai		\$244.36	
33650	25-Jun-12	11947	BOSTEC, INC.	\$200.17	
24740		PBT Dry Air/Testing Product		\$200.17	\$0.00
001008521003104		Law Enforcement-Operating Cost		\$200.17	
33651	25-Jun-12	969	Business Card	\$2,350.49	
06/12 1056		Travel/fees		\$191.23	\$0.00
					\$191.23

Detail Check Register

21-Jun-12

Lake Stevens

Check No	Check Date	VendorNo	Vendor	Check Amount		
001001511604300			Legislative - Travel & Mtgs	\$20.00		
001003513104300			Administration - Travel & Mtgs	\$65.95		
001003513104900			Administration - Miscellaneous	\$32.42		
001003516104300			Human Resources-Travel & Mtgs	\$36.43		
001008521004300			Law Enforce - Travel & Mtgs	\$16.43		
101016542004300			Street Fund - Travel & Mtgs	\$10.00		
410016542404300			Storm Water - Travel & Mtgs	\$10.00		
06/12 1324			Advertising/Travel/fees	\$61.18	\$0.00	\$61.18
001007558004300			Planning - Travel & Mtgs	\$20.00		
001007558004400			Planning - Advertising	\$4.71		
001007558604900			Planning Commission - Miscella	\$36.47		
06/12 1411			Supplies/Travel/fees	\$615.13	\$0.00	\$615.13
001008521003104			Law Enforcement-Operating Cost	\$252.92		
001008521004300			Law Enforce - Travel & Mtgs	\$295.53		
001008521004900			Law Enforcement - Miscellaneou	\$35.73		
001013531007000			Earth Day Clean-Up	\$30.95		
06/12 4949			Clothing/Travel/fees	\$568.81	\$0.00	\$568.81
001008521002600			Law Enforcement Clothing	\$206.23		
001008521004300			Law Enforce - Travel & Mtgs	\$329.46		
001008521004900			Law Enforcement - Miscellaneou	\$33.12		
06/12 5242			Travel/fees	\$125.49	\$0.00	\$125.49
001003511104300			Executive - Travel & Mtgs	\$50.00		
001003514104900			City Clerks-Miscellaneous	\$25.49		
001007558604300			Planning Comm - Travel & Mtgs	\$50.00		
06/12 7750			Repair & Maint/Travel/fees	\$63.74	\$0.00	\$63.74
001010576804300			Park - Travel & Mtgs	\$12.00		
101016542004800			Street Fund - Repair & Mainten	\$18.86		
101016542004900			Street Fund - Miscellaneous	\$32.88		
06/12 8109			Postage/Transcription/Travel/fees	\$724.91	\$0.00	\$724.91
001008521003104			Law Enforcement-Operating Cost	\$249.05		
001008521004200			Law Enforcement - Communicatio	\$400.00		
001008521004300			Law Enforce - Travel & Mtgs	\$33.94		
001008521004900			Law Enforcement - Miscellaneou	\$41.92		
33652	25-Jun-12	11952	Carquest Auto Parts Store			\$77.26
2421-176246		Oil		\$70.45	\$0.00	\$70.45
101016542004800		Street Fund - Repair & Mainten		\$35.23		
410016542404800		Storm Water - Repairs & Maint.		\$35.22		
2421-176464		Wiper blade		\$6.81	\$0.00	\$6.81

Detail Check Register

21-Jun-12

Lake Stevens

Check No	Check Date	VendorNo	Vendor	Check Amount		
101016542004800			Street Fund - Repair & Mainten	\$6.81		
33653	25-Jun-12	13391	Cemex			\$54.86
9423843078			Asphalt	\$54.86	\$0.00	\$54.86
101016542004800			Street Fund - Repair & Mainten	\$54.86		
33654	25-Jun-12	296	Code Publishing Co.			\$1,759.12
40934			Municipal Code updates	\$1,759.12	\$0.00	\$1,759.12
001003514104100			City Clerks-Professional Servi	\$1,759.12		
33655	25-Jun-12	13030	COMCAST			\$105.95
06/12 0443150			Communications-Internet	\$105.95	\$0.00	\$105.95
001003513104200			Administration-Communications	\$2.12		
001003514104200			City Clerks-Communications	\$6.36		
001003516104200			Human Resources-Communications	\$2.12		
001003518104200			IT Dept-Communications	\$4.24		
001004514234200			Finance - Communications	\$4.24		
001007558004200			Planning - Communication	\$16.95		
001008521004200			Law Enforcement - Communicatio	\$61.45		
001010576804200			Parks - Communication	\$2.83		
101016542004200			Street Fund - Communications	\$2.83		
410016542404200			Storm Water - Communications	\$2.81		
33656	25-Jun-12	91	Corporate Office Supply			\$402.98
126748i			Folders/flags	\$112.34	\$0.00	\$112.34
101016542003101			Street Fund Office Supplies	\$112.34		
127978i			Pencil lead	\$3.00	\$0.00	\$3.00
101016542003101			Street Fund Office Supplies	\$3.00		
129226			Printner cartridge	\$69.45	\$0.00	\$69.45
001007558003100			Planning - Office Supplies	\$69.45		
129417			Printer cartridge	(\$69.45)	\$0.00	(\$69.45)
001007558003100			Planning - Office Supplies	(\$69.45)		
129464i			Supplies	\$287.64	\$0.00	\$287.64
001013519903100			General Government - Operating	\$287.64		
33657	25-Jun-12	13196	Correctional Industries			\$30.43
Winv313334			Signs	\$30.43	\$0.00	\$30.43

Detail Check Register

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Lake Stevens

Check No	Check Date	VendorNo	Vendor	Check Amount		
101016542640000			Street Fund - Traffic Control	\$30.43		
33658	25-Jun-12	9386	Crystal and Sierra Springs	\$363.09		
5249844060112			Bottled water	\$363.09	\$0.00	\$363.09
001007559003101			Building Department - Operatin	\$55.88		
001008521003104			Law Enforcement-Operating Cost	\$139.59		
001013519904900			General Government - Miscellan	\$55.88		
101016542003102			Street Fund Operating Costs	\$55.88		
410016542403102			Storm Water - Operating Costs	\$55.86		
33659	25-Jun-12	359	Cuz Concrete Products, Inc.	\$871.73		
204756			lake view shoulder work	\$871.73	\$0.00	\$871.73
101016542004800			Street Fund - Repair & Mainten	\$871.73		
33660	25-Jun-12	13406	D&G Backhoe,Inc	\$439.18		
EVBNG5571			Septic service senior ctr	\$439.18	\$0.00	\$439.18
001013555506400			New Senior Center	\$439.18		
33661	25-Jun-12	13027	DEPARTMENT OF LICENSING	\$216.00		
F52049-59461			Weapons permits	\$216.00	\$0.00	\$216.00
633008586000000			Gun Permit - State Remittance	\$216.00		
33662	25-Jun-12	13027	DEPARTMENT OF LICENSING	\$72.00		
F2044-48			Weapons permits	\$72.00	\$0.00	\$72.00
633008586000000			Gun Permit - State Remittance	\$72.00		
33663	25-Jun-12	12482	ECONOMY FENCE CENTER	\$624.45		
0020001-IN			Fence repair	\$624.45	\$0.00	\$624.45
101016542004800			Street Fund - Repair & Mainten	\$624.45		
33664	25-Jun-12	473	Electronic Business Machines	\$59.31		
076450			Copier maint	\$59.31	\$0.00	\$59.31
001007558004800			Planning - Repairs & Maint.	\$29.65		
101016542004800			Street Fund - Repair & Mainten	\$14.83		
410016542404800			Storm Water - Repairs & Maint.	\$14.83		
33665	25-Jun-12	485	Employment Security Department	\$3,707.88		
06/12 945134-10 0			Unemployment pmts	\$3,707.88	\$0.00	\$3,707.88
501000517007800			Payments To Claiments	\$3,707.88		
33666	25-Jun-12	505	Everett Stamp Works	\$11.89		
6493			Nameplate - Olson	\$11.89	\$0.00	\$11.89

Detail Check Register

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Lake Stevens

Check No	Check Date	VendorNo	Vendor	Check Amount		
001007558004900			Planning - Miscellaneous	\$11.89		
33667	25-Jun-12	13926	Fishers Towing	\$447.98		
6598			Evidence towing	\$447.98	\$0.00	\$447.98
001008521003104			Law Enforcement-Operating Cost	\$447.98		
33668	25-Jun-12	13764	Frontier	\$94.61		
06/12 42533408355011			Communications	\$94.61	\$0.00	\$94.61
001013519904200			General Government - Communica	\$31.54		
101016542004200			Street Fund - Communications	\$31.53		
410016542404200			Storm Water - Communications	\$31.54		
33669	25-Jun-12	13010	Grainger	\$323.68		
9847624583			2 way radios	\$70.43	\$0.00	\$70.43
101016542003102			Street Fund Operating Costs	\$70.43		
9850192734			Remote speaker microphone	\$90.64	\$0.00	\$90.64
101016542003102			Street Fund Operating Costs	\$90.64		
9850726804			Speaker replacement	\$172.63	\$0.00	\$172.63
001010576804800			Parks - Repair & Maintenance	\$172.63		
9852764167			Supplies	(\$10.02)	\$0.00	(\$10.02)
101016542003102			Street Fund Operating Costs	(\$10.02)		
33670	25-Jun-12	12980	Gregory Metcalf	\$1.00		
07/19/2012			Music by the Lake - 07/19/12	\$1.00	\$0.00	\$1.00
001010575304900			Arts Commission	\$1.00		
33671	25-Jun-12	13949	Guardian ID Systems Inc	\$30.01		
20120613-ID-04			Laminates	\$30.01	\$0.00	\$30.01
001008521003100			Law Enforcement - Office Suppl	\$30.01		
33672	25-Jun-12	13455	Harbor Freight Tools	\$252.82		
503312			cement mixer	\$218.99	\$0.00	\$218.99
101016542004800			Street Fund - Repair & Mainten	\$218.99		
504829			Step Drill bit sets	\$33.83	\$0.00	\$33.83
101016542003102			Street Fund Operating Costs	\$33.83		
33673	25-Jun-12	13500	HB Jaeger Co LLC	\$195.48		
129742			trash rack for storm	\$195.48	\$0.00	\$195.48

Detail Check Register

21-Jun-12

Lake Stevens

Check No	Check Date	VendorNo	Vendor	Check Amount	
410016542404800		Storm Water - Repairs & Maint.		\$195.48	
33674	25-Jun-12	13509	Industrial Supply, Inc	\$527.35	
497880		Shirts, Pants		\$92.82	\$92.82
101016542002600		Street Fund - Clothing		\$46.41	
410016542402600		Storm Water-Clothing		\$46.41	
497912		Drain/gloves		\$53.68	\$53.68
410016542403102		Storm Water - Operating Costs		\$53.68	
497977		PW11 - Street Sweeper new broom		\$309.05	\$309.05
410016542404800		Storm Water - Repairs & Maint.		\$309.05	
498357		Broom/bracket		\$71.80	\$71.80
410016542403102		Storm Water - Operating Costs		\$71.80	
33675	25-Jun-12	13232	Integra Telecom, Inc	\$869.52	
9764517		Communications		\$869.52	\$869.52
001003513104200		Administration-Communications		\$6.64	
001003514104200		City Clerks-Communications		\$7.75	
001003516104200		Human Resources-Communications		\$7.19	
001003518104200		IT Dept-Communications		\$18.81	
001004514234200		Finance - Communications		\$14.94	
001007558004200		Planning - Communication		\$55.23	
001007559004200		Building Department - Communici		\$36.87	
001008521004200		Law Enforcement - Communicatio		\$141.78	
001010575304200		Historical - Communications		\$36.87	
001013519904200		General Government - Communica		\$263.70	
001013555504200		Community Center-Communication		\$36.87	
101016542004200		Street Fund - Communications		\$120.26	
410016542404200		Storm Water - Communications		\$122.61	
33676	25-Jun-12	12682	INTERNATIONAL CODE COUNCIL	\$125.00	
2897018		Dues		\$125.00	\$125.00
001007559004100		Building Department - Professi		\$125.00	
33677	25-Jun-12	12648	IRON MOUNTAIN QUARRY LLC	\$362.51	
0203824		crushed rock		\$362.51	\$362.51
101016595616442		Cap Proj -Mini Roundabouts		\$362.51	
33678	25-Jun-12	13885	Lake Industries LLC	\$183.26	
256075		lake vied drive shoulder rock		\$153.26	\$153.26

Detail Check Register

21-Jun-12

Lake Stevens

Check No	Check Date	VendorNo	Vendor	Check Amount		
101016542004800			Street Fund - Repair & Mainten	\$153.26		
26146			ditch debris removal	\$30.00	\$0.00	\$30.00
410016542404800			Storm Water - Repairs & Maint.	\$30.00		
33679	25-Jun-12	852	Lake Stevens Journal			\$36.85
77342			Advertising - legal	\$20.10	\$0.00	\$20.10
001013514304400			General Goverment - Advertisin	\$20.10		
77406			Advertising - legal	\$16.75	\$0.00	\$16.75
001010576803103			Parks-Lundeen-Operating Costs	\$16.75		
33680	25-Jun-12	12751	LAKE STEVENS POLICE GUILD			\$1,116.00
06/15/12			Union dues	\$1,116.00	\$0.00	\$1,116.00
001000281000000			Payroll Liabilities	\$1,116.00		
33681	25-Jun-12	860	Lake Stevens Sewer District			\$630.00
06/01/12			Utilities - sewer	\$630.00	\$0.00	\$630.00
001008521004700			Law Enforcement - Utilities	\$70.00		
001010576804700			Parks - Utilities	\$140.00		
001012572504700			Library - Utilities	\$70.00		
001013519904700			General Government - Utilities	\$280.00		
101016542004700			Street Fund - Utilities	\$35.00		
410016542404700			Storm Water-Aerat. Utilities	\$35.00		
33682	25-Jun-12	13948	Last Leaf Productions			\$1.00
07/12/12			Music by the Lake - 07/12/12	\$1.00	\$0.00	\$1.00
001010575304900			Arts Commission	\$1.00		
33683	25-Jun-12	12603	LES SCHWAB TIRE CENTER			\$10.61
40200047908			Tire repair	\$10.61	\$0.00	\$10.61
101016542004800			Street Fund - Repair & Mainten	\$5.31		
410016542404800			Storm Water - Repairs & Maint.	\$5.30		
33684	25-Jun-12	13404	LexisNexis			\$58.59
1420700-20120430			Database searches	\$58.59	\$0.00	\$58.59
001008521004100			Law Enforcement - Professional	\$58.59		
33685	25-Jun-12	13947	Mark Snyder			\$500.00
08/16/12			Music by the Lake - 08/16/12	\$500.00	\$0.00	\$500.00
001010575304900			Arts Commission	\$500.00		
33686	25-Jun-12	12684	NORTHWEST CASCADE INC.			\$333.00

Detail Check Register

21-Jun-12

Lake Stevens

Check No	Check Date	VendorNo	Vendor	Check Amount		
1-471866			Equipment rental - Sani Cans	\$218.00	\$0.00	\$218.00
001010576804500			Parks - Equipment Rental		\$218.00	
1-472331			Equipment rental - Sani Can	\$115.00	\$0.00	\$115.00
101016542004500			Street Fund - Rentals/Leases		\$57.50	
410016542404501			Storm Water - Equipment Rental		\$57.50	
33687	25-Jun-12	12450	PITNEY BOWES			\$63.83
9619164-JN12			Postage machine rental	\$63.83	\$0.00	\$63.83
001013519904500			General Government-Equip Renta		\$63.83	
33688	25-Jun-12	13775	PowerPlan			\$79.34
8163097			Backhoe teeth	\$79.34	\$0.00	\$79.34
101016595616442			Cap Proj -Mini Roundabouts		\$79.34	
33689	25-Jun-12	11869	PUGET SOUND ENERGY			\$108.50
06/06/2012			Utilities - gas	\$53.70	\$0.00	\$53.70
001010576804700			Parks - Utilities		\$17.90	
101016542004700			Street Fund - Utilities		\$17.90	
410016542404701			Storm Water Utilities		\$17.90	
6/6/2012			Utilities - gas	\$54.80	\$0.00	\$54.80
001008521004700			Law Enforcement - Utilities		\$54.80	
33690	25-Jun-12	13363	Six Robblees Inc.			\$43.22
14-252212			Brake lights	\$43.22	\$0.00	\$43.22
101016542004800			Street Fund - Repair & Mainten		\$21.61	
410016542404800			Storm Water - Repairs & Maint.		\$21.61	
33691	25-Jun-12	13715	Sno Co Sherrifs Office			\$1,726.64
2012-1141			Prisoner housing May 2012	\$1,726.64	\$0.00	\$1,726.64
001008523005100			Law Enforcement - Jail		\$1,726.64	
33692	25-Jun-12	1382	Snohomish County Public Works			\$9,990.97
1000299533			Equipment Repair	\$9,990.97	\$0.00	\$9,990.97
001008521004800			Law Enforcement - Repair & Mai		\$6,502.72	
101016542004800			Street Fund - Repair & Mainten		\$3,488.25	
33693	25-Jun-12	12961	SNOHOMISH COUNTY PUD			\$2,996.09
103898082			Utilities - electric	\$312.05	\$0.00	\$312.05
101016542630000			Street Fund - Street Lighting		\$312.05	
107208429			Utilities - electric	\$355.12	\$0.00	\$355.12

Detail Check Register

21-Jun-12

Lake Stevens

Check No	Check Date	VendorNo	Vendor	Check Amount		
001013519904700			General Government - Utilities	\$355.12		
107209583			Utilities - electric	\$473.39	\$0.00	\$473.39
001013519904700			General Government - Utilities	\$473.39		
107209584			Utilities - electric	\$735.60	\$0.00	\$735.60
001012572504700			Library - Utilities	\$577.34		
001013519904700			General Government - Utilities	\$158.26		
127116896			Utilities - electric	\$167.18	\$0.00	\$167.18
001010575304901			Historical Museum	\$83.59		
001010575304905			Grimm House Expenses	\$83.59		
146911991			Utilities - electric	\$431.57	\$0.00	\$431.57
001013555504700			Community Center - Utilities	\$431.57		
153521673			Utilities - electric	\$276.62	\$0.00	\$276.62
001013519904700			General Government - Utilities	\$276.62		
153522681			Utilities - electric	\$244.56	\$0.00	\$244.56
101016542630000			Street Fund - Street Lighting	\$244.56		
33694	25-Jun-12	12961	SNOHOMISH COUNTY PUD	<b">\$662.81</b">		
113842790			Utilities - electric	\$42.12	\$0.00	\$42.12
101016542630000			Street Fund - Street Lighting	\$42.12		
113844521			Utilities - electric	\$84.34	\$0.00	\$84.34
001010576804700			Parks - Utilities	\$84.34		
113845714			Utilities - electric	\$120.61	\$0.00	\$120.61
101016542630000			Street Fund - Street Lighting	\$120.61		
117163557			Utilities - electric	\$30.36	\$0.00	\$30.36
001010576804700			Parks - Utilities	\$30.36		
120486980			Utilities - electric	\$119.37	\$0.00	\$119.37
101016542630000			Street Fund - Street Lighting	\$119.37		
123800035			Utilities - electric	\$139.59	\$0.00	\$139.59
001013519904700			General Government - Utilities	\$139.59		
123800036			Utilities - electric	\$46.56	\$0.00	\$46.56

Detail Check Register

21-Jun-12

Lake Stevens

Check No	Check Date	VendorNo	Vendor	Check Amount		
001013519904700			General Government - Utilities	\$46.56		
133734069			Utilities - electric	\$79.86	\$0.00	\$79.86
101016542630000			Street Fund - Street Lighting		\$79.86	
33695	25-Jun-12	12961	SNOHOMISH COUNTY PUD			\$30.36
130430810			Utilities - electric	\$30.36	\$0.00	\$30.36
001010576804700			Parks - Utilities		\$30.36	
33696	25-Jun-12	1356	SNOPAC			\$25,069.02
5409			Dispatch services	\$25,069.02	\$0.00	\$25,069.02
001008528005100			Law Enforcement - Snopac Dispa		\$25,069.02	
33697	25-Jun-12	11824	Spectrum			\$52.00
Refund			Refund of Shelter deposit	\$52.00	\$0.00	\$52.00
001000362004000			Facilities Rental		\$52.00	
33698	25-Jun-12	13931	Stericycle, Inc			\$10.36
3001876270			Hazardous waste disposal	\$10.36	\$0.00	\$10.36
001008521004100			Law Enforcement - Professional		\$10.36	
33699	25-Jun-12	13139	Steven Edin			\$50.00
06/15/12			Wellness supplies	\$50.00	\$0.00	\$50.00
001003517400000			Admin. Wellness program		\$50.00	
33700	25-Jun-12	12579	SUMMIT LAW GROUP			\$2,233.00
57210			Professional services - mediation	\$2,233.00	\$0.00	\$2,233.00
001005515204100			Legal - Professional Service		\$2,233.00	
33701	25-Jun-12	13045	UPS			\$44.74
74Y42222			Evidence shipping	\$30.35	\$0.00	\$30.35
001008521004200			Law Enforcement - Communicatio		\$30.35	
74Y42232			Evidence shipping	\$14.39	\$0.00	\$14.39
001008521004200			Law Enforcement - Communicatio		\$14.39	
33702	25-Jun-12	1584	WA Assoc. Of Sheriffs and Poli			\$750.00
DUES2012-00507			Associate Dues 2012	\$150.00	\$0.00	\$150.00
001008521004900			Law Enforcement - Miscellaneou		\$150.00	
INV024242			Spring Exposition & Training Conf	\$600.00	\$0.00	\$600.00

Detail Check Register

21-Jun-12

Lake Stevens

Check No	Check Date	VendorNo	Vendor	Check Amount	
001008521004901			Law Enforcement - Staff Develo	\$600.00	
33703	25-Jun-12	13055	WA State Dept of Enterprise	\$41.26	
67367			business cards and letterhead	\$41.26	\$0.00
001008521003100			Law Enforcement - Office Suppl	\$41.26	
33704	25-Jun-12	1618	Washington State Criminal Just	\$85.00	
2013-881			Law Enforce Records 0941-1	\$85.00	\$0.00
001008521004901			Law Enforcement - Staff Develo	\$85.00	
33705	25-Jun-12	12761	WASHINGTON STATE PATROL	\$556.00	
L12008596			Background checks - business licens	\$160.00	\$0.00
001013519904100			General Government - Professio	\$160.00	
L12009250			Weapons permits - background cks	\$396.00	\$0.00
633008589000006			Gun Permit - FBI Remittance	\$396.00	
33706	25-Jun-12	13843	Weinman Consulting LLC	\$7,841.13	
No 12 20th St			Professional services	\$1,312.50	\$0.00
001007558804111			Planning-Economic Development	\$1,312.50	
NO 14 20th St			Professional services	\$2,766.13	\$0.00
001007558804111			Planning-Economic Development	\$2,766.13	
No 14 LSC			Professional services	\$3,762.50	\$0.00
001007558804111			Planning-Economic Development	\$3,762.50	
33707	25-Jun-12	1653	Westside Fire and Safety Suppl	\$115.98	
260257			replacement extinguishers	\$115.98	\$0.00
101016542004800			Street Fund - Repair & Mainten	\$115.98	
Total Of Checks:				\$74,517.76	

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

Monday, June 11, 2012

Lake Stevens School District Educational Service Center (Admin. Bldg.)
12309 22nd Street N.E. Lake Stevens

CALL TO ORDER: 7:00 p.m. by Mayor Pro Tem Kim Daughtry

COUNCILMEMBERS PRESENT: Todd Welch, Suzanne Quigley, Kathy Holder, Marcus Tageant (arrived at 7:03 p.m.) and Neal Dooley

COUNCILMEMBERS ABSENT: John Spencer and Mayor Vern Little

STAFF MEMBERS PRESENT: City Administrator Jan Berg, City Attorney Cheryl Beyer, Planning Director Becky Ableman, Finance Director/Treasurer Barb Lowe, Public Works Director Mick Monken, Human Resource Director Steve Edin, Principal Planner Karen Watkins, Police Chief Randy Celori, and City Clerk/Admin. Asst. Norma Scott

OTHERS: Dave Somers, Bruce Morton, Mark Wakefield, Dennis Crawford

Excused Absence. Councilmember Dooley moved to excuse Councilmembers Spencer and Tageant, seconded by Councilmember Welch; motion carried unanimously. (5-0-0-2)

Guest Business. Dave Somers, County Councilmember, reported the County Council passed the annexation today to move it to public hearing on June 20.

Councilmember Tageant arrived at 7:03 p.m.

Mr. Somers discussed the following: Criminal Justice Sales Tax 2/10 % will not be on the ballot and is off the table at this time; reviewed budget items and shortfall of \$5 million; considering a property tax increase or cut positions; Paine Field is working with Alaska and Horizon Airlines for limited commercial service -connector flights, FAA is doing environmental assessment, and Boeing is in favor of the service; reviewed recreational possibilities; solid waste is sent by rail to southern Eastern Washington, one year from now Allied Waste's contract expires, and a 4-year extension is being considered; and creating a County coalition to promote aerospace development and common interest with other cities – draft resolution will be provided to the City.

Bruce Morton, 11222 Vernon Road, commented the Council should look at the drug task force agreement sharing of proceeds from asset forfeitures, which go to the police departments and believes is a conflict of interest because the police do the seizures and benefit from them. Asset seizures can occur where there is no crime involved just a suspicion and it's up to that person to prove they are not guilty of a crime – they are guilty until proven innocent, which is backwards. The funds should go to a drug rehabilitation program.

City Attorney Beyer responded the rules are strict. State statute requirements include must have probable cause in order to seize, funds must be used for drug enforcement purposes, burden of proof is on the City, and there is an appeal process.

Lake Stevens City Council Regular Meeting Minutes

June 11, 2012

Mark Wakefield, 121 95th Avenue NE, commented that the only way to affect drug traffickers is to take every penny away from them, would like to see the cities be the drug task force, and brought in a broken sign post from 96th Drive SE.

Dennis Brawford, 2031 Vernon Road, commented he has lived at this address since 1972. The traffic circle is creating problems with getting safely in and out of his driveway. If the City would change the speed limit to 15 MPH rather than use an advisory 15 MPH sign, it would make it easier to get out of the driveway. He must back onto the roadway and cannot drive out forward. Adding an elongated speed bump and a caution sign that says autos are backing out of driveways would also be helpful.

Consent Agenda. Councilmember Dooley moved to approve Consent Agenda items to Approve June 2012 vouchers (Payroll Direct Deposits 905819-905885 for \$121,074.72, Payroll Checks 33580 for \$2,299.53, Claims 33581-33637 for \$1,306,861.13, Electronic Funds Transfers 462-467 for \$135,987.91, Void Checks 33574 for deduct of \$2,262.00, Tax Deposit of 6.1.2012 for \$41,435.99 for total vouchers approved of \$1,605,397.28); Approve minutes of May 29, 2012 regular Council meeting; and Drug Task Force agreement, seconded by Councilmember Holder; motion carried unanimously. (6-0-0-1)

Subarea Plan Zoning Regulations/ Design Guidelines – Introduction. Planning Director Ableman commented the Design Review Board and Planning Commission both provided comments. Notices to property owners in both subareas were mailed out for the June 20 afternoon and evening meetings. The consultant is working through the Final Environmental Impact Statement on Lake Stevens Center, which will be issued June 25 and 20th Street SE will be issued about July 10.

Principal Planner Watkins noted that Alternative 2 was selected by Council for both subareas with intense employment with residential. Ms Watkins reviewed the following: new Title 14.38 adoption and purpose of the plans, zoning district and uses – code organization, commercial/employment zoning district, office typologies, retail typologies, mixed-use districts, other zoning districts typologies, dimensional standards, development intensity, parking regulations, landscape regulations, lighting and street regulations, and sign standards. Planning Director Ableman noted the Design Review Board felt way finding and gateway signs are important and Planning Commission discussed electronic and animated signs. Ms. Watkins continued to review planned action and mitigation, and definitions.

20th Street SE Corridor and Lake Stevens Center Subarea Plans – Transportation Level of Support (LOS). Public Works Director/Engineer Monken reviewed the transportation levels of service. The City currently promotes an operation LOS of "C" which functions in residential areas, but is not conducive to intensive commercial development plans. Current level of service is considered at a single intersection during peak hours. Staff proposes a system-level LOS standard of "E" for each subarea. Such system would take the accumulative average LOS from intersections within the transportation network while excluding intersections with State Route Facilities which allows for more flexibility for development.

Response to Mr. Brawford on the traffic circle. Public Works Director Monken noted he has been in communication with Mr. Brawford. The 15 MPH posting on the road and some stripping was in response to him. 15 MPH speed limit sign is not enforceable and a speed bump is not

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appropriate on an arterial road. He has visited the site with an officer. Do not see a sight distance problem. Possibly will install a couple more rumble bars.

Executive Session. At 8:30 p.m. Mayor Pro Tem Daughtry called for a 15 minute executive session on collective bargaining with action to follow. Following a five minute break the executive session began at 8:35 p.m. and ended at 8:50 p.m. The public was notified the regular meeting was convening. There was public present.

MOTION: Councilmember Holder moved to approve the Guilds labor relations contract pending the Guilds approval, seconded by Councilmember Tageant; motion carried unanimously. (6-0-0-1)

Adjourn. Councilmember Dooley moved to adjourn at 8:52 p.m., seconded by Councilmember Welch; motion carried unanimously. (6-0-0-1)

Kim Daughtry, Mayor Pro Tem

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

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LAKE STEVENS CITY COUNCIL
STAFF REPORT

Council Agenda Date: 6/25/12

Subject: Revised Professional Services Agreement for Child Interview Specialist Services "Dawson Place"

Contact Person/Department: Chief Randy W. Celori **Total Budget Impact:** \$7068.90

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

SUMMARY/BACKGROUND:

On December 12, 2011, The City Council authorized the Mayor to sign the Professional Services Agreement for Child Interview Specialist Services with Dawson Place. Since that date, the agreement has been revised on two occasions. I anticipate this being the last amendment until the agreement is renewed in 2014. The cost for this service \$7068.90 and is included in the 2012 budget. I have included the revised copy of the agreement at Exhibit A. The City Attorney has reviewed the revised agreement.

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:

2012 cost is \$7068.90 for the Child Interview Specialist.

ATTACHMENTS:

- Exhibit A: Professional Services Agreement – Revised.

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 _____, 2012, 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, the Participating Jurisdictions have determined it is in their best interests to utilize professional Child Interview Specialist (hereinafter referred to as "CIS") to facilitate investigations of child abuse and other crimes wherein children are victims or witnesses; and

WHEREAS, Dawson Place has agreed to provide licensed, as may be required by law, and 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 govern services rendered beginning January 1, 2012, (the "Commencement Date"), and ending on December 31, 2014, (the "End Date"); PROVIDED, however, that participating jurisdictions 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, as described in Section 2.0 above.
- 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 is duly licensed, as may be required by law, and has completed all required training.
- 3.5 Dawson Place shall provide all equipment, including computers, equipment maintenance, and supplies and training necessary to support the CIS Services, consistent with recognized and recommended practices within the field and Exhibit B. 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 include: original recordings (audio and video) and 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 because the CIS is unavailable 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 because the CIS is unavailable 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 because the CIS is unavailable 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 the CIS is unavailable due to 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 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 5.0.

5.0 COMPENSATION, INVOICING AND PAYMENT

- 5.1 The Participating Jurisdictions agree to pay the following amounts to Dawson Place for providing CIS services as set forth in this Agreement:
 - 5.1.1 In consideration for the CIS Services provided by Dawson Place from January 1, 2012, to December 31, 2012, (2012 Payment) the Participating Jurisdictions shall pay the sums listed in Exhibit B.
 - 5.1.2 In consideration for the CIS Services provided by Dawson Place from January 1, 2013, to December 31, 2013, (2013 Payment) the Participating Jurisdictions shall collectively pay \$83,773.00 plus an increase equal to 100% of the June to June Seattle, Tacoma, Bremerton CPI-W published in June 2012, but shall not to exceed a 3% increase of the 2012 Payment.
 - 5.1.3 In consideration for the CIS Services provided by Dawson Place from January 1, 2014, to December 31, 2014, (2014 Payment) the

Participating Jurisdictions shall collectively pay the sum equal to the 2013 Payment plus an increase in that amount equal to 100% of the June to June Seattle, Tacoma, Bremerton CPI-W published in June 2013, but shall not to exceed a 3% increase of the 2013 Payment.

- 5.2 During the term of this Agreement, 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 testify in court on behalf of a case, all travel costs, including conveyance, lodging and per diem, shall be eligible for reimbursement by the requesting Participating Jurisdiction. In order to be eligible for reimbursement, all travel must be pre-approved by the requesting Participating Jurisdiction. Reimbursement for travel shall not exceed that Participating Jurisdiction's reimbursement rates.
- 5.3 Each Participating Jurisdiction's proportional share of the total 2013 Payment and 2014 Payment will be calculated as follows:
 - 5.3.1 Payments due for 2012 are set forth in Exhibit B of this Agreement attached hereto and hereby incorporated by reference. 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.
 - 5.3.2 Participating Jurisdictions proportional payment sums for 2013 and 2014 shall be calculated based on, as applicable, the 2012 Payment and the 2013 Payment divided by the number of interviews performed for each Participating Jurisdiction the previous year.
- 5.4 In order to receive payment under this Agreement, Dawson Place shall submit a quarterly invoice to each Participating Jurisdiction., Each Participating Jurisdiction's invoice shall be for the equivalent to one fourth of the Participating Jurisdiction annual proportional payment sum.
- 5.5 Each Participating Jurisdiction shall pay its invoice in full, within thirty (30) days of receiving the invoice. 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.
- 5.6 Dawson Place agrees that payment of the sums listed in Sections 5 constitute full compensation for services provided under this Agreement.
- 5.7 Dawson Place may use funds paid under this Agreement for all costs directly related to the provision of CIS Services.

6.0 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 venturers.

7.0 REMOVAL OR REPLACEMENT OF CIS

It is the intent of Dawson Place to create a CIS performance feedback process that allows any Jurisdiction to provide input and initiate a performance review evaluation. The formal performance management process will be managed by Dawson Place and Compass Health, with input from the Jurisdictions. The CIS is an employee of Dawson Place through employment with Compass Health.

A performance improvement process will be carried out by the Dawson Place Executive Director, who is the CIS supervisor, with input from the Jurisdiction that is submitting a performance concern.

Should a Jurisdiction become dissatisfied with the forensic interviewing skills of the Dawson Place CIS, they may submit their concerns in writing to the Dawson Place Executive Director. The Dawson Place Executive Director will then review their concerns, and contact the Jurisdiction to clarify their issues.

The Dawson Place Executive Director will also evaluate the concerns against the Washington State Child Forensic Interviewing Guidelines and will make a determination of whether the concern is a violation of the training guide.

If appropriate, the Dawson Place Executive Director will begin the Performance Management Process:

1. All concerns will be documented and shared with the CIS. The sub-standard interviewing skill(s) will be communicated with the CIS during a performance discussion.
2. A corrective action plan will be developed. The plan will include changes in interviewing skills that the CIS will agree to use.
3. The CIS is allowed a period of 30 days to turn around the situation.
4. Every two weeks the Dawson Place Executive Director will have a progress discussion with the CIS and determine progress.
5. The Dawson Place Executive Director will stay in communication with the Jurisdiction.
6. After 30 days, the CIS is either taken off the Performance Management Plan or the plan can be extended by 30 more days (60 days total).
7. At the end of 60 days, the CIS is either taken off Performance Management or is terminated. If the date of the action plan arrives and the needed corrective action was not achieved by the CIS, the Dawson Place Executive Director, along with Compass Health Human Resource

Department, will decide if employment of the CIS should be terminated. The Jurisdiction will not be a part of the final decision, per Compass Health policies.

Dawson place will in all situations make a good faith effort to work in collaboration with the Jurisdiction, and will communicate on a regular basis. If the Jurisdiction is dissatisfied with Dawson Place's good faith efforts, they may submit their concerns to Dawson Place Executive Director and it is their right to choose to not participate in the CIS contract for the next time period.

8.0 HOLD HARMLESS

Except as otherwise described in Section 4.2, 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 8.0 shall survive the expiration or earlier termination of this Agreement.

9.0 TERMINATION

Any Participating Jurisdiction may withdraw from participation in this Agreement effective each January 1st for any reason or for no reason by providing written notice of such withdrawal to all parties no later than November 1st. 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.

10.0 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 Liability insurance appropriate to the CIS's profession with limits of \$1,000,000 per claim and \$2,000,000 policy aggregate limit.

11.0 WAIVER OF SOVERIGN IMMUNITY

The Tribe waives sovereign immunity to suit by any party to interpret or enforce the terms of this Agreement. The Parties agree that in enforcing obligations under this Agreement, a party seeking payment from the Tribe shall look first to the proceeds of any insurance procured by the Tribe for this purpose. Should any claim exceed the limit of procured insurance arising from the entry of a final decree in any court, or by settlement of a civil action mutually agreed to by a party to this Agreement and the Tribe, the Tribe hereby waives any claim of immunity or exemption for any assets it holds that are not subject to a restriction against alienation up to the amount necessary to discharge the obligation and the costs of collection.

12.0 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.

13.0 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.

14.0 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.

15.0 LEGAL REQUIREMENTS

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

16.0 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.

17.0 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.

18.0 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.

19.0 NOTICE/ INVOICE

Any notice or invoice to be given to a Participating Jurisdiction under this Agreement shall be either mailed or personally delivered to the Notice Address listed in Exhibit A.

Any notice to Dawson Place shall be mailed or personally delivered to:

Dawson Place Child Advocacy Center
ATTN: Executive Director
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.

20.0 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.

21.0 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

22.0 SEVERABILITY

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

23.0 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.

24.0 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 EVERETT By: _____ Ray Stephanson, Mayor Dated: _____ ATTEST: By: _____ Sharon Marks, City Clerk Dated: _____ APPROVED AS TO FORM: By: _____ James D. Iles, City Attorney Dated: _____
SNOHOMISH COUNTY By: _____ Aaron Reardon, County Executive Dated: _____ RECOMMENDED FOR APPROVAL By: _____ John Lovick, Sheriff Dated: _____ APPROVED AS TO FORM: By: _____ Deputy Prosecuting Attorney Dated: _____	CITY OF BOTHELL By: _____ Title: _____ Dated: _____ ATTEST: By: _____ City Clerk Dated: _____ APPROVED AS TO FORM: By: _____ City Attorney Dated: _____
CITY OF LYNNWOOD By: _____ Title: _____ Dated: _____ ATTEST: By: _____ City Clerk Dated: _____ APPROVED AS TO FORM: By: _____ City Attorney	CITY OF LAKE STEVENS

Dated: _____	By: _____ Title: _____ Dated: _____
CITY OF MARYSVILLE	
By: _____ Title: _____ Dated: _____	ATTEST: By: _____ City Clerk Dated: _____
ATTEST: By: _____ City Clerk Dated: _____	APPROVED AS TO FORM: By: _____ City Attorney Dated: _____
APPROVED AS TO FORM: By: _____ City Attorney Dated: _____	
CITY OF EDMONDS	
By: _____ Mayor Dated: _____	ATTEST: By: _____ City Clerk Dated: _____
ATTEST: By: _____ Sandra S. Chase, City Clerk Dated: _____	APPROVED AS TO FORM: By: _____ City Attorney Dated: _____
APPROVED AS TO FORM: By: _____ Sharon E. Cates Office of the City Attorney Dated: _____	
CITY OF MILL CREEK	
By: _____ Title: _____ Dated: _____	ATTEST: By: _____ City Clerk

	<p>Dated: _____</p> <p>APPROVED AS TO FORM:</p> <p>By: _____ City Attorney Dated: _____</p>
<p>CITY OF MUKILTEO</p> <p>By: _____ Title: _____ Dated: _____</p> <p>ATTEST:</p> <p>By: _____ City Clerk Dated: _____</p> <p>APPROVED AS TO FORM:</p> <p>By: _____ City Attorney Dated: _____</p>	<p>STILLAGUAMISH TRIBE OF INDIANS</p> <p>By: _____ Title: _____ Dated: _____</p> <p>CITY OF ARLINGTON</p> <p>By: _____ Title: _____ Dated: _____</p> <p>ATTEST:</p> <p>By: _____ City Clerk Dated: _____</p> <p>APPROVED AS TO FORM:</p> <p>By: _____ City Attorney Dated: _____</p>

CITY OF SNOHOMISH By: _____ Title: _____ Dated: _____ ATTEST: By: _____ City Clerk Dated: _____ APPROVED AS TO FORM: By: _____ City Attorney Dated: _____	APPROVED AS TO FORM: By: _____ City Attorney Dated: _____
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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 Brier		
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

**EXHIBIT
B**

2012 Expenses¹	
Salary / Benefits	\$62,273.12
Operating Expenses (estimated)	
Computers	\$2,000.00
Equipment Maintenance	\$500.00
Supplies / Training	\$3,000.00
Office Space ²	\$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
Bothell Police Department	\$1,245.46	4	\$1,012.77	\$2,258.24
Brier Police Department	\$1,245.46	0	\$0	\$1,245.46
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	\$5,823.44	\$7,068.90
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

¹2013 and 2014 Participation Jurisdictions proportional contributions shall be calculated pursuant to the formula described in Section 5 of this Agreement.

² The Snohomish County's Sheriff's Office shall receive an annual credit from Dawson Place in the amount of sixteen thousand dollars (\$16,000.00) based on the Sheriff's Office provision of Office Space for the CIS. The Sheriff's Office total annual proportional payment, calculated pursuant to Section 5 of this Agreement, shall be reduced annually by \$16,000.

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 minus \$16,000 Office Space Credit) \$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



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LAKE STEVENS CITY COUNCIL
STAFF REPORT

Council Agenda Date: 25 June 2012

Subject: FEMA Designation of Applicant's Agent Resolution – January 2012 Severe Winter Event

Contact	Mick Monken	Budget Impact:	Approx \$26k
Person/Department:	Public Works	grant income	

RECOMMENDATION(S)/ACTION REQUESTED OF COUNCIL: Adopt FEMA Designation of Applicant's Agent Resolution authorizing Mick Monken and Barb Lowe as representatives to process FEMA grant funding on behalf of the City for the January 2012 Severe Winter Event.

SUMMARY/BACKGROUND: This action is to give authority to designated City staff to represent the City with the process of grant payment through the Federal Emergency Management Agency (FEMA). This includes execution of contracts, certify completion of projects, request payments, and preparation of required documentation for funding requirements.

FEMA declared a state of emergency for the January 2012 icing event and made available emergency grant dollars to help public agencies offset some of the costs associated with managing the event. Since March City staff (Police and Public Works) have been working with FEMA collecting records and evaluating the cost impacts of the event.

Under the FEMA guidelines, the eligible reimbursable costs are only for specific items such as ice control and vegetation damage from the icing conditions. After FEMA completed their evaluation of the City records and activities, it was determined that the City had spent \$35,005 of eligible expenses. Under the terms of the FEMA grant 75% can be paid to the City to assist. The grant reimbursement is approximately \$26,000.

APPLICABLE CITY POLICIES: NA

BUDGET IMPACT: Revenue (grant) of approximately \$26,000

ATTACHMENTS:

- Exhibit A: FEMA – Designation of Applicant's Agent Resolution - Signature Authorization

Exhibit A

**Designation of Applicant's Agent
Resolution**

Be it resolved by City of Lake Stevens of City of Lake Stevens
(Governing Body) (Public Agency)

Mick Monken, Public Works Director/City Engineer is hereby designated the authorized
(Name of New Agent) (Title)

representative and Barb Lowe, Finance Director is designated
(Name of Alternate) (Title)

the alternate for and in behalf of City of Lake Stevens, a public
(Public Agency Name)

agency established under the laws of the state of Washington.

The purpose of this designation as the authorized representative is to obtain federal and/or state emergency or disaster assistance funds. These representatives are authorized on behalf of the City of Lake Stevens to execute all contracts, certify completion of projects, request payments, and prepare all required documentation for funding requirements.

Passed and approved this 25th day of June, 2012.

_____, Mayor/2012-2015
(Signature) (Title) _____ (Signature) _____ (Title)
_____, _____ (Signature) _____ (Title) _____ (Signature) _____ (Title)
_____, _____ (Signature) _____ (Title) _____ (Signature) _____ (Title)

Certification

Date: _____

12/10/09



LAKE STEVENS CITY COUNCIL
STAFF REPORT

Council Agenda Date: June 25, 2012

Subject: Medical Marijuana / Cannabis Moratorium (Ordinance No. 874)

Contact Person/Department: Russ Wright, Planning & Community Development

Budget Impact: none

RECOMMENDATION(S)/ACTION REQUESTED OF COUNCIL: Hold a public hearing on Ordinance No. 874 amending Ordinance No. 858 and 867 extending the moratorium prohibiting the establishment of medical marijuana / cannabis dispensaries and collective gardens for an additional six (6) months.

SUMMARY:

Pursuant to RCW 36.70A.390, the Lake Stevens City Council adopted a six-month moratorium (Ordinance No. 858) July 11, 2011, temporarily restricting the establishment of medical marijuana / cannabis facilities and held a public hearing. Council extended the moratorium on January 09, 2012 for an additional six months (Ordinance No. 867). Because of the legislative uncertainty surrounding medical cannabis, staff recommends that Council consider an additional six-month moratorium.

To remain compliant with RCW 36.70A.390 and extend the moratorium an additional public hearing is required. The scope of the public hearing is limited to public comment on the moratorium extension restricting the establishment of collective gardens and dispensaries. The larger issue related to the use of medical marijuana / cannabis is beyond the scope of this public hearing.

Staff has received a mix of public comments supporting and opposing the establishment of medical cannabis gardens over the last several months.

BACKGROUND AND FINDINGS:

In 1998, Washington voters passed Initiative 692, the Medical Marijuana Act, which allows qualifying patients suffering terminal or debilitating medical conditions to use medical marijuana (cannabis) to treat medical conditions. The State Legislature recently passed amendments to Chapter 69.51A RCW (ESSB 5073), in part, to address the proliferation of medical cannabis dispensaries. The legislation adopted regulations related to the legal possession and distribution of medical cannabis by qualifying patients and designated providers. The Legislature envisioned that the regulations would include provisions for state licensing and distribution through dispensaries and collective gardens for medical cannabis. On April 29, 2011, Governor Gregoire issued a partial veto of ESSB 5073 based on legal opinion from the US Attorney's office that found portions of the bill would conflict with federal drug law and consequently puts producers and approving officials in jeopardy of prosecution. The Governor vetoed sections dealing with the state licensing of production and licensed dispensing of medical cannabis. This means dispensaries are illegal because the sale of cannabis is illegal and therefore cities cannot issue business licenses for them. Further, dispensaries cannot become "grandfathered"; as only legal uses can benefit

from nonconforming use rights.

The codified portions of Chapter 69.51A RCW allow qualified patients and designated providers to create and participate in collective gardens to produce medical cannabis. A qualifying patient is a Washington resident 18 or older, with a diagnosed terminal or debilitating medical condition, who may benefit from the medical use of cannabis, as advised by a health care professional. A copy of the patient's proof of identity must be available at the collective garden. The following state rules apply to collective gardens:

- 10 qualifying patients may participate in a single garden;
- 15 plants per patient, up to a maximum of 45 plants in a single garden; and
- 24 ounces of usable medical cannabis per patient, up to a total of 72 ounces at a single garden.

Since the codification of the new sections of Chapter 69.51A RCW, Washington State Governor Christine Gregoire and Rhode Island State Governor Lincoln Chafee have petitioned the United States Drug Enforcement Administration (DEA) to reclassify cannabis as a Schedule II prescription drug. Additionally, Washington voters will vote on the statewide legalization of marijuana/cannabis this fall.

It is the City's hope that the remaining legal issues related to medical cannabis are addressed statewide and federally, within this six-month moratorium. During the extension, staff will monitor legal issues and refine its draft zoning regulations related to collective gardens. Long-term, the City could outright prohibit the formation of medical cannabis collective gardens, allow them with no regulations, or allow them with established zoning regulations. Zoning regulation may include:

- Limiting garden locations to certain zoning districts;
- Requiring gardens to be indoors;
- Requiring minimum spacing between gardens; and
- Requiring minimum distances from schools, daycares and other similar uses.

APPLICABLE CITY POLICIES: Chapters 14.40 Permissible Uses of the Lake Stevens Municipal Code (LSMC)

BUDGET IMPACT: There is no immediate budget effect other than staff and attorney time; however, the City may need to look at permitting fees in the future.

ATTACHMENTS:

1. Ordinance 874
2. Public Comment Letters

**CITY OF LAKE STEVENS
Lake Stevens, Washington**

ORDINANCE NO. 874.

AN INTERIM ORDINANCE OF THE CITY OF LAKE STEVENS, WASHINGTON, ADOPTING AN EXTENSION OF A MORATORIUM ON THE ESTABLISHMENT OF MEDICAL MARIJUANA/CANNABIS DISPENSARIES, COLLECTIVE GARDENS AND THE LICENSING AND PERMITTING THEREOF; DEFINING “MEDICAL MARIJUANA/CANNABIS DISPENSARY”; PROVIDING FOR A PUBLIC HEARING; ESTABLISHING AN EFFECTIVE DATE; AMENDING ORDINANCE NO. 858 AND ORDINANCE NO. 867; AND PROVIDING THAT THE EXTENDED MORATORIUM WILL EXPIRE SIX (6) MONTHS FROM THE DATE OF ADOPTION.

WHEREAS, Initiative Measure No. 692, approved November 3, 1998, created an affirmative defense for “qualifying patients” to the charge of possession of marijuana/cannabis; and

WHEREAS, the initiative and current Chapter 69.51A RCW are clear that nothing in its provisions are to be “construed to supersede Washington state law prohibiting the acquisition, possession, manufacture, sale or use of marijuana/cannabis for non-medical purposes”; and

WHEREAS, the Washington State Department of Health opines that it is “not legal to buy or sell” medical marijuana/cannabis and further opines that “the law [Chapter 69.51.A RCW] does not allow dispensaries,” leaving enforcement to local officials; and

WHEREAS, the City Council finds that the sale of marijuana/cannabis, no matter how designated by dispensaries, is prohibited by federal and state law; and

WHEREAS, ESSB 5073 – Chapter 181, Laws of 2011 (“the bill”) was adopted with a partial veto of the Governor becomes effective July 22, 2011; and

WHEREAS, Governor Gregoire vetoed 36 of the 58 provisions of ESSB 5073 and this has created considerable uncertainties and ambiguities regarding the meaning and enforcement of the bill; and

WHEREAS, Section 404 of the bill effectively eliminates medical marijuana/cannabis dispensaries as a legally viable model of operation under State law; and

WHEREAS, Section 403 of the bill provides that qualifying patients may create and participate in collective gardens for the purpose of producing, processing, transporting and delivering cannabis for medical use subject to compliance with specific statutory conditions; and

WHEREAS, the City Council finds that the secondary impacts associated with marijuana/cannabis dispensaries and collective gardens include but are not limited to the invasion of the business, burglary and robbery associated with the cash and drugs maintained on the site; and

WHEREAS, pursuant to Section 1102 of the bill and under their general zoning and police powers cities are authorized to adopt and enforce zoning requirements, business licensing requirements, health and safety requirements and business taxes on the production, processing or dispensing of cannabis or cannabis products; and

WHEREAS, the City currently has no zoning, licensing, and/or permitting requirements and/or regulations that address the medical marijuana/cannabis collective gardens; and

WHEREAS, marijuana/cannabis remains a Schedule I drug under the federal Controlled Substances Act (“CSA”) and is considered by the federal authorities to be a drug with no medical value, and its manufacture, distribution and/or possession are a violation of federal law; and

WHEREAS, there appears to be a conflict between state and federal law concerning the legal status of marijuana/cannabis and its manufacture, distribution, use and possession; and

WHEREAS, on or about November 30, 2011, Washington State Governor Christine Gregoire and Rhode Island State Governor Lincoln Chafee petitioned the United States Drug Enforcement Administration (DEA) to reclassify marijuana/cannabis as a Schedule II drug that has therapeutic value and that should be treated as a prescription drug; and

WHEREAS, this conflict between federal and state law was highlighted by a January 17, 2012 letter to the Clark County Board of Commissioners, Joseph T. Rannazzisi, Deputy Assistant Administrator, Office of Diversion Control, Drug Enforcement Administration, U.S. Department of Justice, stated that anyone “who knowingly carries out the marijuana activities contemplated by Washington state law, as well as anyone facilitates such activities, or conspires to commit such violations, is subject to criminal prosecution as provided in the [Controlled Substances Act]” (underlining added); and

WHEREAS, reclassification of marijuana/cannabis as a Schedule II drug by DEA would allow marijuana/cannabis to be prescribed by physicians with restrictions and dispensed by pharmacies, and would potentially eliminate the current legal and planning dilemma Lake Stevens and other Washington cities and towns are currently struggling with concerning regulation, permitting and licensing issues surrounding medical marijuana/cannabis; and

WHEREAS, the voters will vote on at least one initiative (Initiative 502) that if passed would legalize the production, possession, delivery and distribution of marijuana/cannabis under State law; and

WHEREAS, on July 5, 2011, the City Council passed Ordinance No. 858 that imposed a six (6) month moratorium on the establishment of medical marijuana/cannabis dispensaries, collective gardens and the licensing and permitting thereof; and

WHEREAS, on January 09, 2012, the City Council passed Ordinance No. 867 that imposed an additional six (6) month moratorium on the establishment of medical marijuana/cannabis dispensaries, collective gardens and the licensing and permitting thereof, which expires on July 09, 2012; and

WHEREAS, given the many complications, uncertainties and impacts that exist and that are described above, additional time is necessary to engage in a meaningful planning process related to the development of regulations that address zoning, licensing and/or permitting of medical marijuana/cannabis collective gardens and the impacts thereof; and

WHEREAS, a public hearing was held on June 25, 2012, before Lake Stevens City Council regarding an additional six (6) month moratorium concerning medical marijuana collective gardens and the licensing and permitting thereof; and

WHEREAS, the City Council finds it is in the best interest of the City of Lake Stevens and its citizens to extend the moratorium regarding the establishment of medical marijuana/cannabis collective gardens and the licensing and permitting thereof for an additional six (6) month period;

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

Section 1. The above "Whereas" clauses constitute findings of fact in support of the moratorium established by this Ordinance and said findings are fully incorporated into this Ordinance.

Section 2. Pursuant to the provisions of RCW 36.70A.390, the zoning moratorium established by Ordinance 858 in the City of Lake Stevens that prohibits licensing, permitting, establishment, maintenance or continuation of any use consisting of or including the sale, provision and/or dispensing of medical marijuana/cannabis to more than one person, the establishment of a medical marijuana/cannabis dispensary or creation of or participation in a medical marijuana/cannabis "collective garden" as referenced and defined in RCW 69.51A.085, is hereby extended for an additional six (6) month period from the date of adoption of this Ordinance, and the findings, terms and conditions of Ordinance No. 858 and Ordinance No. 867 and those set forth herein are incorporated herein by this reference, and Ordinance No. 858 and Ordinance No. 867 are hereby amended consistent herewith.

Section 3. "Medical marijuana/cannabis dispensary" is hereby defined as any person, business, corporation, partnership, joint venture, organization, association and/or other entity which: 1) sells, provides and/or otherwise dispenses marijuana/cannabis to more than one "qualifying patient" in any thirty (60) day period or to any person who does not meet the definition of "qualifying patient" under the terms of Chapter 69.51A RCW, and/or 2) maintains and/or possesses more than one sixty (60) day supply of marijuana/cannabis for one qualifying patient at any time. The receipt of cash or other legal tender in exchange for, contemporaneously with or immediately following the delivery of marijuana/cannabis to a qualifying patient shall be presumed to be a sale. Any person, business, corporation, partnership, joint venture, organization, association and/ or entity which sells, provides and/or otherwise dispenses marijuana/cannabis to more than one qualifying patient in any sixty (60) day period should be presumed to be a "medical marijuana/cannabis dispensary."

Section 4. Medical marijuana/cannabis dispensaries and collective gardens are hereby designated as prohibited uses in the City of Lake Stevens, and in accordance with the provisions of RCW 35A.82.020, no business license, permit, zoning or development approval shall be issued to be a medical marijuana/cannabis dispensary or collective garden.

Section 5. Ordinance to be Transmitted to Department. Pursuant to RCW 36.70A.106, a copy of this interim Ordinance shall be transmitted to the Washington State Department of Commerce.

Section 6. Severability. If any section, clause, and/or phrase of this Ordinance is held invalid by a court of competent jurisdiction, such invalidity and/or unconstitutionality shall not affect the validity and/or constitutionality of any other section, clause and/or phrase of the Ordinance.

Section 7. Effective Date. This Ordinance shall take effect five (5) days after passage and publication of an approved summary thereof consisting of the title, PROVIDED, HOWEVER, that unless

extended by the act of the Lake Stevens City Council, this Ordinance shall automatically expire six (6) months following its adoption.

ADOPTED by the City Council and **APPROVED** by the Mayor this 25th day of June 2012.

CITY OF LAKE STEVENS

By: _____
Vern Little, Mayor

ATTEST/AUTHENTICATED:

By: _____
Norma Scott, City Clerk/Admin. Asst.

APPROVED AS TO FORM:

By: _____
Grant K. Weed, City Attorney

Date of Publication: _____

Effective Date:

RECEIVED

JUN 06 2012

June 4

CITY OF LAKE STEVENS

Attn: Russ Wright

I live in Marysville. I am a medical marijuana patient. I am writing to you because it would make it a lot closer to have a safe dispensary in a closer area so i can purchase my medicine without driving to Seattle. With the price of gas and just driving would be helpful to have one possibly in Lake Stevens. Please reconsider and allow access points to operate in Lake Stevens.

Sincerely,
Patricia L. Munn

Comments (29) 

By Steve Elliott ~alapoet~ in Dispensaries, Legislation

Saturday, June 2, 2012 at 1:07 pm

Share

RECEIVED

JUN 07 2012

1 digg

CITY OF LAKE STEVENS

By Anthony Martinelli

Sensible Washington

"We're getting dozens and dozens of phone calls and emails and most are from medical marijuana patients.... The number in favor [of the ban] I can count on one finger."

This is a quote from Kent City Council President Dennis Higgins, in an interview with the *Kent Reporter*, in regards to the council's plan to ban all medical cannabis safe access points within the city.

The vote is scheduled for Tuesday, June 5, and the ban is seen as a sure thing: The vote is planned to fall at 4-3, according to Higgins in the same interview.

In a perfect world, or even just a common sense world, one if not all of these four would realize that what they're planning to do is unethical, illegal and has no reasonable explanation.

The reasons to vote against this ban are clear:

- This ban would be blatantly ignoring the will of our state's voters
- A ban would only decrease public safety by forcing these patients into the black-market, which often benefits local criminals and criminal organizations
- Largely because of this, *studies have shown lower crime rates* near medical cannabis collectives
- A ban would put local employees and business owners out of work, regardless if they are legitimately following state law
- A ban would lack compassion by denying safe and local access to a medicine that is proven effective for a variety of debilitating ailments

Despite these reasons, and despite the fact that *around 80 percent of Americans support legalized medical cannabis*, cities like Kent have continuously pushed back against a growing call for safe access: pushing forward *moratoriums*, ridiculously restrictive ordinances, etc.

The implications of Kent -- the **seventh largest city in the state** -- passing an outright ban on safe access within their city, are huge, and we must work to combat the ban.

800+ legal cannabis businesses in Washington state are in opposition to the ban vote this June 5th

This goes for every city. The movement must be proactive in the present, and whether you're a resident of Kent or not (I am not), this is an issue we must clearly put our efforts towards. If Kent were to pass this ban, and get away with it (no legal challenge or political repercussion), you can be assured it will have a negative effect on other cities throughout the state whose politicians may be considering a ban, but not yet moving forward with it.

As of right now, one of the most obvious and simplest actions you can take before the vote on June 5 is to email and call those who plan to vote for this ban, pointing out clearly and respectfully why such a ban is a move backwards.

Those planning to vote for this ban are **Councilman Bill Boyce**, **Councilwoman Dana Ralph**, **Councilwoman Deborah Ranniger**, and **Councilman Les Thomas**. The entire council can be reached at atcouncilmembers@kentwa.gov.

Sensible Washington, State Rep. Roger Goodman and State Rep. Mary Lou Dickerson have made public their **opposition to the ban**, sponsoring a letter to the council which urges them to vote against a ban on safe access points.

*Washington State Legislature
State Rep. Mary Lou Dickerson (D-Olympia) &
Roger Goodman (D-Tacoma) to oppose the ban*

Beyond this, there's a rally planned at **Kent City Hall** at 6 p.m., before the 7 p.m. meeting, where the community is planning to take a clear stand in support of safe access.

Despite all of this, as we in the cannabis movement so painfully know, the council may very well ignore our call and continue forward with their plan to pass this ban. In this instance, there's two approaches that we can take, and as a community, we take them both.

First, we file an injunction, we fight a court battle, and given that what they're doing isn't legal, we overturn the ruling. Attorney and Chair of Sensible Washington Douglas Hiatt has already presented this to the committee that passed this ban 2-1, which sent it to the full council: "**Work with us, don't force us to sue you. Don't make me go file for an injunction. Show some compassion. What you're trying to do is wrong.**"

As reported in the ***Kent Reporter***, paperwork is already filed, and an injunction is planned on June 6, if the ban passes as expected on June 5.

But this doesn't excuse those who voted for the ban.

If it passes, as a community we must *take notice*. We must *refuse to forget*, and we must do what we can with our time and finances to *take out of office* those who would so clearly ignore the law and their constituents.

This is true with any other similar attempt throughout the state and nation.

In many instances, this is happening -- politicians who irrationally oppose marijuana are being removed from office by voters (as in Texas, and as in Oregon).

The more we fight for candidates who support cannabis law reform, and against those who don't, the more those running for office will stand with us.

Or, at the very least, fear the political repercussions of standing against us.

Tags: dispensary ban, kent, washington state

I will be working with both Sen. Kohl-Welles and Rep. Goodman this next session to get a new law on the book to address safe access for medical marijuana in all parts of WA. As you may know from Kent's City ban there is a lawsuit now because they couldn't find a way to allow the collective to stay. I have waited for Lake Stevens for the past 6 month to figure out how collective gardens will work in your town. I have a landlord willing to rent to me and everything to get going. I just don't want to have to sue to open. So I hope we can come to some rules and regulations that will work for the city of Lake Stevens and the many WA. Medical Patients in the area.

Thank you for your time I look forward to working with you.

Laura Healy
June 6,12



From: [Laura Healy](#)
To: [Russell Wright](#)
Subject: moritorium
Date: Wednesday, June 20, 2012 3:45:22 PM

Hello I would like to introduce myself my name is Laura Healy I have been running Green Hope Patient Network in Shoreline

For the past 3yrs. I have worked hard with Shoreline City Counsel to implement regulations and find the balance to allow

safe access for WA. Medical Patients to obtain their medicine. I also am a founding member of CCSE (Coalition for Cannabis Standard & Ethics) we are working with Legislation to pass a bill that will give clarity for all.

As you may know 5073 allows Cities to regulate collective gardens but NOT totally ban them. We have waited for cities

To figure out how they want to implement us. Lake Stevens has had almost a yr to figure that out. I'm here to tell you I would

like to open a location and work within the city. However I will not sit by and allow another 6m holding...This is not fare to

all the patients that have to travel to Shoreline to get their medicine that allows them to not use narcotics. You where elected to

protect the citizens of Lake Stevens and I can have a delivery service bring me Medical Cannabis and meet at ANY parking lot how is this

safe-- Safe for me, them ,or the public(children). In an assess point everyone is checked for safety and children are NOT exposed to anything.

Thank you for your time I look forward to talking with you June 25 @7 pm at the counsel meeting.

Laura H
Green Hope Patient Network
Shoreline (206)367-4420



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LAKE STEVENS CITY COUNCIL
STAFF REPORT

Council Agenda Date: 25 June 2012

Subject: On-Call Professional Engineering Services

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

RECOMMENDATION(S)/ACTION REQUESTED OF COUNCIL: Pre-approve the use of the selected consultants for on-call profession services and authorize the Mayor to execute a professional service agreement for on-call services with KPFF Consulting Engineers, Tetra Tech, Inc., WH Pacific, Inc. and Robinson Noble, Inc. for an amount not to exceed \$50,000 each.

SUMMARY/BACKGROUND: City staff seeks to use on-call professional services to assist with technical services for various small to medium sized projects (such as the SR 204/91st Avenue NE Right Turn Pocket Project) and for emergency services. Larger projects, such as the 20th Street SE Road Improvement would be advertised and the on-call services contract would not be used.

In March 2012, the City sought statements of qualifications (SOQ) from professional engineering consulting firms to provide engineering, surveying, environmental, and transportation planning to provide on-call services. The intent is to pre-select and have approved consultants to use for service up to a total per firm of \$50,000. This saves staff time and costs as the selection process only needs to be performed once over the next 2 ½ years. This action satisfies the procedures of RCW 39.80 by advertising for these services and selecting the “most qualified firm”.

Over thirty SOQs were submitted. Staff reviewed the SOQs based on the consultant’s qualifications, experience, and designated manager and selected four firms: KPFF Consulting Engineers, Robinson Noble, Inc., Tetra Tech, Inc. and WH Pacific, Inc. By contracting with multiple firms this will give the City alternatives to determine the best fit between the professional service needs and pre-selected consultant.

This action provides a preapproval for the use of the selected consultants. When a consultant is intend to be used for a service, it would still follow the current purchase practices employed by the City. This is limited to an accumulative amount for each consultant of not to exceed \$50,000. To allow an expenditure will require a future action by the Council to amend the contract for a determined scope and budget.

APPLICABLE CITY POLICIES: NA

BUDGET IMPACT: To be determined on a as needed but not to exceed \$50,000 total without prior Council authorization. This will be funded by the 2012 Public Works Street and Storm budgets.

ATTACHMENTS:

- Attachment A: Professional Service Agreement with KPFF Consulting Engineers
- Attachment B: Professional Service Agreement with Robinson Noble, Inc.
- Attachment C: Professional Service Agreement with Tetra Tech, Inc.
- Attachment D: Professional Service Agreement with WH Pacific, Inc.

Attachment A

**PROFESSIONAL SERVICES AGREEMENT BETWEEN
CITY OF LAKE STEVENS
AND KPFF CONSULTING ENGINEERS
FOR ON-CALL PROFESSIONAL SERVICES**

THIS AGREEMENT, made and entered into in Snohomish County, Washington, by and between CITY OF LAKE STEVENS, hereinafter called the "City," and KPFF Consulting Engineers, a Washington corporation, hereinafter called the "Consultant."

WHEREAS, the Consultant has represented, and by entering into this Agreement now represents, that the firm and all employees assigned to work on any City project are in full compliance with the statutes of the State of Washington governing activities to be performed and that all personnel to be assigned to the work required under this agreement are fully qualified and properly licensed to perform the work to which they will be assigned.

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

ARTICLE I. PURPOSE

The purpose of this agreement is to provide the City with consulting services to **perform on-call engineering professional services** as described in Article II. The general terms and conditions of relationships between the City and the Consultant are specified in this agreement.

ARTICLE II. SCOPE OF WORK

The scope of work is stated in the attached **Exhibit A** for on-call services for the **On-Call Engineering Professional Services**. All services and materials necessary to accomplish the tasks outlined in **Exhibit A** shall be provided by the Consultant unless noted otherwise in the scope of services or this agreement.

ARTICLE III. OBLIGATIONS OF THE CONSULTANT

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

Extra Work. The City may desire to have the Consultant perform work or render services

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

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

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

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

III.3 TIME OF PERFORMANCE. The Consultant shall be authorized to begin work under the terms of this agreement upon signing of both the scope of services and this agreement and shall complete the work by December 31, 2014, unless a mutual written agreement is signed to change the schedule. An extension of the time for completion may be given by the City due to conditions not expected or anticipated at the time of execution of this agreement.

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

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

III.6 INDEMNITY.

a. The Consultant will at all times indemnify and hold harmless and defend

the City, its elected officials, officers, employees, agents and representatives, from and against any and all lawsuits, damages, costs, charges, expenses, judgments and liabilities, including attorney's fees (including attorney's fees in establishing indemnification), collectively referred to herein as "losses" resulting from, arising out of, or related to one or more claims arising out of negligent acts, errors, or omissions of the Engineer in performance of Engineer's professional services under this agreement. The term "claims" as used herein shall mean all claims, lawsuits, causes of action, and other legal actions and proceedings of whatsoever nature, involving bodily or personal injury or death of any person or damage to any property including, but not limited to, persons employed by the City, the Engineer or other person and all property owned or claimed by the City, the Engineer, or affiliate of the Engineer, or any other person.

b. Should a court of competent jurisdiction determine that this agreement is subject to RCW 4.24.115, then, in the event of liability for damaging arising out of bodily injury to persons or damages to property caused by or resulting from the concurrent negligence of the Engineer and the City, its members, officers, employees and agents, the Engineer's liability to the City, by way of indemnification, shall be only to the extent of the Engineer's negligence.

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

III.7 INSURANCE.

a. **Minimum Limits of Insurance.** The Consultant shall, before commencing work under this agreement, file with the City certificates of insurance coverage to be kept in force continuously during this agreement, and during all work performed pursuant to all short form agreements, in a form acceptable to the City. Said certificates shall name the City as an additional named insured with respect to all coverages except professional liability insurance. The minimum insurance requirements shall be as follows:

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

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

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

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

b. **Endorsement.** Each insurance policy shall be endorsed to state that coverage shall not be suspended, voiced, canceled, reduced in coverage or in limits except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to the City.

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

d. **Verification of Coverage.** In signing this agreement, the Consultant is acknowledging and representing that required insurance is active and current.

III.8 DISCRIMINATION PROHIBITED AND COMPLIANCE WITH EQUAL OPPORTUNITY

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

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

III.10 AFFIRMATIVE ACTION. Affirmative action shall be implemented by the Consultant to ensure that applicants for employment and all employees are treated without regard to race, creed, color, sex, age, marital status, national origin or the presence of any sensory, mental or physical handicap, unless based on a bona fide occupational qualification. The Consultant agrees to take affirmative action to ensure that all of its employees and agent adhere to this provision.

III.11 LEGAL RELATIONS. The Consultant shall comply with all federal, state and local laws and ordinances applicable to work to be done under this agreement. This contract shall be interpreted and construed in accordance with the laws of Washington. Venue for any action commenced relating to the interpretation, breach or enforcement of this agreement shall be in Snohomish County Superior Court.

III.12 INDEPENDENT CONTRACTOR. The Consultant's relation to the City shall at all times be as an independent contractor.

III.13 CONFLICTS OF INTEREST. While this is a non-exclusive agreement the Consultant agrees to and will notify the City of any potential conflicts of interest in Consultant's client base and will seek and obtain written permission from the City prior to providing services to third parties where a conflict of interest is apparent. If a conflict is irreconcilable, the City reserves the right to terminate this agreement.

III.14 CITY CONFIDENCES. The Consultant agrees to and will keep in strict confidence, and will not disclose, communicate or advertise to third parties without specific prior written consent from the City in each instance, the confidences of the City or any information regarding the City or services provided to the City.

ARTICLE IV. OBLIGATIONS OF THE CITY

IV.1 PAYMENTS. The Consultant shall be paid by the City for completed work for services rendered under this agreement and as detailed in the scope of services as provided hereinafter. Such payment shall be full compensation for work performed or services rendered and for all labor, materials, supplies, equipment and incidentals necessary to complete the work. Payment shall be on a time and expense basis, provided, however, in no event shall total payment under this agreement exceed **fifty thousand dollars (\$50,000)**. In the event the City elects to expand the scope of services from that set forth in **Exhibit A**, the City shall pay Consultant an additional amount based on a time and expense basis, based upon Consultant's current schedule of hourly rates as shown in **Exhibit B**.

a. Invoices shall be submitted by the Consultant to the City for payment pursuant to the terms of the scope of services. The invoice will state the time expended, the hourly rate, a detailed description of the work performed, and the expenses incurred during the preceding month. Invoices must be submitted by the 20th day of the month to be paid by the 15th day of the next calendar month.

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

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

ARTICLE V. GENERAL

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

CITY OF LAKE STEVENS
C/O Mick Monken
PO Box 257
LAKE STEVENS, WA 98258

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

Justin Matthews
KPFF Consulting Engineers
1601 5th Avenue, Suite 1600
Seattle, WA 98101

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

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

If this agreement is terminated in its entirety by the City for its convenience, a final payment shall be made to the Consultant which, when added to any payments previously made, shall total the actual costs plus the same percentage of the fixed fee as the work completed at the time of termination applied to the total work required for the project.

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

V.4 NONWAIVER. Waiver by the City of any provision of this agreement or any time limitation provided for in this agreement shall not constitute a waiver of any other provision.

DATED this _____ day of _____, 2012.

CITY OF LAKE STEVENS

By _____
VERN LITTLE, MAYOR

_____, CONSULTANT

By _____

Approved as to form:

GRANT K. WEED, City Attorney

EXHIBIT A

Scope of Work

Consultant shall provide on-call professional engineering and support services. Services to be provided include, but are not limited to, the following:

- Transportation Engineering/Planning
 - Motorized
 - Non-Motorized
- Stormwater Engineering
- Geotechnical Engineering
- Environmental Engineering
 - Fish Passage Design
 - Habitat Restoration
 - Permitting
- Surveying
- Geographic Information System
- Construction Inspection
- Plan Review
- Right of Way Acquisition
- Site Visits
- Other engineering services as deemed necessary by the City.

On-call services usage shall be performed through a contract amendment outlining the specific scope of work for the City's desired task(s), time frame for completion, and fee limits.

EXHIBIT B

Rate Schedule

{In Process}

Attachment B

**PROFESSIONAL SERVICES AGREEMENT BETWEEN
CITY OF LAKE STEVENS
AND ROBINSON NOBLE, INC.
FOR ON-CALL PROFESSIONAL SERVICES**

THIS AGREEMENT, made and entered into in Snohomish County, Washington, by and between CITY OF LAKE STEVENS, hereinafter called the "City," and ROBINSON NOBLE, Inc., a Washington corporation, hereinafter called the "Consultant."

WHEREAS, the Consultant has represented, and by entering into this Agreement now represents, that the firm and all employees assigned to work on any City project are in full compliance with the statutes of the State of Washington governing activities to be performed and that all personnel to be assigned to the work required under this agreement are fully qualified and properly licensed to perform the work to which they will be assigned.

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

ARTICLE I. PURPOSE

The purpose of this agreement is to provide the City with consulting services to **perform on-call geotechnical services** as described in Article II. The general terms and conditions of relationships between the City and the Consultant are specified in this agreement.

ARTICLE II. SCOPE OF WORK

The scope of work is stated in the attached **Exhibit A** for on-call geotechnical services for the **On-Call Professional Services**. All services and materials necessary to accomplish the tasks outlined in **Exhibit A** shall be provided by the Consultant unless noted otherwise in the scope of services or this agreement.

ARTICLE III. OBLIGATIONS OF THE CONSULTANT

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

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

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

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

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

III.3 TIME OF PERFORMANCE. The Consultant shall be authorized to begin work under the terms of this agreement upon signing of both the scope of services and this agreement and shall complete the work by December 31, 2014, unless a mutual written agreement is signed to change the schedule. An extension of the time for completion may be given by the City due to conditions not expected or anticipated at the time of execution of this agreement.

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

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

III.6 INDEMNITY.

a. The Consultant will at all times indemnify and hold harmless and defend the City, its elected officials, officers, employees, agents and representatives, from and against any and all lawsuits, damages, costs, charges, expenses, judgments and liabilities, including attorney's fees (including attorney's fees in establishing indemnification), collectively referred to herein as "losses" resulting from, arising out of, or related to one or more claims arising out of negligent acts, errors, or omissions of the Engineer in performance of Engineer's professional services under this agreement. The term "claims" as used herein shall mean all claims, lawsuits, causes of action, and other legal actions and proceedings of whatsoever nature, involving bodily or personal injury or death of any person or damage to any property including, but not limited to, persons employed by the City, the Engineer or other person and all property owned or claimed by the City, the Engineer, or affiliate of the Engineer, or any other person.

b. Should a court of competent jurisdiction determine that this agreement is subject to RCW 4.24.115, then, in the event of liability for damaging arising out of bodily injury to persons or damages to property caused by or resulting from the concurrent negligence of the Engineer and the City, its members, officers, employees and agents, the Engineer's liability to the City, by way of indemnification, shall be only to the extent of the Engineer's negligence.

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

III.7 INSURANCE.

a. **Minimum Limits of Insurance.** The Consultant shall, before commencing work under this agreement, file with the City certificates of insurance coverage to be kept in force continuously during this agreement, and during all work performed pursuant to all short form agreements, in a form acceptable to the City. Said certificates shall name the City as an additional named insured with respect to all coverages except professional liability insurance. The minimum insurance requirements shall be as follows:

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

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

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

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

b. **Endorsement.** Each insurance policy shall be endorsed to state that coverage shall not be suspended, voiced, canceled, reduced in coverage or in limits except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to the City.

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

d. **Verification of Coverage.** In signing this agreement, the Consultant is acknowledging and representing that required insurance is active and current.

III.8 DISCRIMINATION PROHIBITED AND COMPLIANCE WITH EQUAL OPPORTUNITY

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

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

III.10 AFFIRMATIVE ACTION. Affirmative action shall be implemented by the Consultant to ensure that applicants for employment and all employees are treated without regard to race, creed, color, sex, age, marital status, national origin or the presence of any sensory, mental or physical handicap, unless based on a bona fide occupational qualification. The Consultant agrees to take affirmative action to ensure that all of its employees and agent adhere to this provision.

III.11 LEGAL RELATIONS. The Consultant shall comply with all federal, state and local laws and ordinances applicable to work to be done under this agreement. This contract shall be interpreted and construed in accordance with the laws of Washington. Venue for any action commenced relating to the interpretation, breach or enforcement of this agreement shall be in Snohomish County Superior Court.

III.12 INDEPENDENT CONTRACTOR. The Consultant's relation to the City shall at all times be as an independent contractor.

III.13 CONFLICTS OF INTEREST. While this is a non-exclusive agreement the Consultant agrees to and will notify the City of any potential conflicts of interest in Consultant's client base and will seek and obtain written permission from the City prior to providing services to third parties where a conflict of interest is apparent. If a conflict is irreconcilable, the City reserves the right to terminate this agreement.

III.14 CITY CONFIDENCES. The Consultant agrees to and will keep in strict confidence, and will not disclose, communicate or advertise to third parties without specific prior written consent from the City in each instance, the confidences of the City or any information regarding the City or services provided to the City.

ARTICLE IV. OBLIGATIONS OF THE CITY

IV.1 PAYMENTS. The Consultant shall be paid by the City for completed work for services rendered under this agreement and as detailed in the scope of services as provided hereinafter. Such payment shall be full compensation for work performed or services rendered and for all labor, materials, supplies, equipment and incidentals necessary to complete the work. Payment shall be on a time and expense basis, provided, however, in no event shall total payment under this agreement exceed fifty thousand dollars (\$50,000). In the event the City elects to expand the scope of services from that set forth in **Exhibit A**, the City shall pay Consultant an additional amount based on a time and expense basis, based upon Consultant's current schedule of hourly rates as shown in **Exhibit B**.

a. Invoices shall be submitted by the Consultant to the City for payment pursuant to the terms of the scope of services. The invoice will state the time expended, the hourly rate, a detailed description of the work performed, and the expenses incurred during the preceding month. Invoices must be submitted by the 20th day of the month to be paid by the 15th day of the next calendar month.

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

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

ARTICLE V. GENERAL

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

CITY OF LAKE STEVENS
C/O Mick Monken
PO Box 257
LAKE STEVENS, WA 98258

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

Chuck Couvrette
Robinson Noble
17625 130th Avenue NE, Suite 102
Woodinville, WA 98072

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

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

If this agreement is terminated in its entirety by the City for its convenience, a final payment shall be made to the Consultant which, when added to any payments previously made, shall total the actual costs plus the same percentage of the fixed fee as the work completed at the time of termination applied to the total work required for the project.

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

V.4 NONWAIVER. Waiver by the City of any provision of this agreement or any time limitation provided for in this agreement shall not constitute a waiver of any other provision.

DATED this _____ day of _____, 2012.

CITY OF LAKE STEVENS

By _____
VERN LITTLE, MAYOR

_____, CONSULTANT

By _____

Approved as to form:

GRANT K. WEED, City Attorney

EXHIBIT A

Scope of Work

Consultant shall provide on-call geotechnical professional services. Services to be provided include, but are not limited to, the following:

- Geotechnical Engineering
- Soil Testing
- Construction Observation and Testing
- Geologic and Hydrogeologic Investigations
- Construction Method and Procedure Recommendations
- Site Visits
- Other geotechnical services as deemed necessary by the City.

On-call services usage shall be performed through a contract amendment outlining the specific scope of work for the City's desired task(s), time frame for completion, and fee limits.

EXHIBIT B

Rate Schedule



General Fee Schedule

Professional Position	Typical Duties	Fee Per Hour
Principal Engineer/ Hydrogeologist/ Environmental Scientist	Service requiring the scientific expertise of company principals. Includes top-level project review and control, client liaison.	\$173
Senior Associate Hydrogeologist/Engineer/ Environmental Scientist	Senior Associate-level project management, client liaison, field services, project analysis, and report writing.	\$154
Associate Engineer/ Hydrogeologist/ Environmental Scientist	Associate-level project management, client liaison, field services, project analysis, and report writing.	\$131
Senior Engineer/ Hydrogeologist/ Environmental Scientist	Senior-level project management, client liaison, field services, data interpretation and analysis, and report writing.	\$117
Senior Project Engineer/ Hydrogeologist/ Environmental Scientist	Senior project level field services; data collection, reduction, interpretation and analysis; and report writing	\$108
Project Engineer/ Hydrogeologist/ Environmental Scientist	Field services, data collection, reduction, interpretation and analysis; and report writing.	\$98
Draftsperson/Technician	Technical illustration/CADD, production layout, technical aide	\$87.50
Legal Support/Testimony	Expert witness services.	150% of above rates

Service Category	Typical Duties	Fee Per Hour
Senior Field Staff	Field support services (non-degreed staff) 4-hour minimum	\$81.25
Field Staff	Field support services (non-degreed staff) 4-hour minimum	\$66
Administrative Services	Contracts, technical specifications, administrative tasks, grammatical editing.	\$76.25
Typist/Clerical Support	Word processing, report preparation or reproduction, general office tasks	\$66
Subcontracts/ Management Fee	Professional Services Outside Laboratory Services Construction Subcontracts	20% 20% 20%
Other Costs	Travel (Auto) Travel (Other) Per Diem Other Direct Expenses Field and Laboratory Testing/ Equipment Rental	\$0.62/mile Cost +20% Prevailing State wage +20% Cost +20%
		See following pages

This fee schedule is subject to change according to contract or Professional Services Agreement conditions

EXHIBIT B

Rate Schedule (Continued)

Geotechnical Field and Laboratory Testing Schedule
November 2011

Test		Fee
Slope Inclinometer	Per day	\$250
Direct Shear	Point	\$200
Moisture-Density Relationship Curves:	Each	1 pt \$120
	Each	Multiple pts \$190
Sieve Analyses (Gradations-Wet Sieve)	Each	\$140
Hydrometer Analysis	Each	\$165
Falling Head Permeability	Each	\$165
Atterberg Limits (Liquid Limit or Plastic Limit)	Each	\$100
Moisture Content	Each	\$10
Dynamic Cone Penetrometer Points	Day	\$225
	Each	\$20

This fee schedule is subject to change according to contract or Professional Services Agreement conditions.

Attachment C

**PROFESSIONAL SERVICES AGREEMENT BETWEEN
CITY OF LAKE STEVENS
AND TETRA TECH, INC.
FOR ON-CALL PROFESSIONAL SERVICES**

THIS AGREEMENT, made and entered into in Snohomish County, Washington, by and between CITY OF LAKE STEVENS, hereinafter called the "City," and Tetra Tech, Inc., a Washington corporation, hereinafter called the "Consultant."

WHEREAS, the Consultant has represented, and by entering into this Agreement now represents, that the firm and all employees assigned to work on any City project are in full compliance with the statutes of the State of Washington governing activities to be performed and that all personnel to be assigned to the work required under this agreement are fully qualified and properly licensed to perform the work to which they will be assigned.

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

ARTICLE I. PURPOSE

The purpose of this agreement is to provide the City with consulting services to **perform on-call engineering professional services** as described in Article II. The general terms and conditions of relationships between the City and the Consultant are specified in this agreement.

ARTICLE II. SCOPE OF WORK

The scope of work is stated in the attached **Exhibit A** for on-call services for the **On-Call Engineering Professional Services**. All services and materials necessary to accomplish the tasks outlined in **Exhibit A** shall be provided by the Consultant unless noted otherwise in the scope of services or this agreement.

ARTICLE III. OBLIGATIONS OF THE CONSULTANT

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

Extra Work. The City may desire to have the Consultant perform work or render services

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

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

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

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

III.3 TIME OF PERFORMANCE. The Consultant shall be authorized to begin work under the terms of this agreement upon signing of both the scope of services and this agreement and shall complete the work by December 31, 2014, unless a mutual written agreement is signed to change the schedule. An extension of the time for completion may be given by the City due to conditions not expected or anticipated at the time of execution of this agreement.

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

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

III.6 INDEMNITY.

a. The Consultant will at all times indemnify and hold harmless and defend

the City, its elected officials, officers, employees, agents and representatives, from and against any and all lawsuits, damages, costs, charges, expenses, judgments and liabilities, including attorney's fees (including attorney's fees in establishing indemnification), collectively referred to herein as "losses" resulting from, arising out of, or related to one or more claims arising out of negligent acts, errors, or omissions of the Engineer in performance of Engineer's professional services under this agreement. The term "claims" as used herein shall mean all claims, lawsuits, causes of action, and other legal actions and proceedings of whatsoever nature, involving bodily or personal injury or death of any person or damage to any property including, but not limited to, persons employed by the City, the Engineer or other person and all property owned or claimed by the City, the Engineer, or affiliate of the Engineer, or any other person.

b. Should a court of competent jurisdiction determine that this agreement is subject to RCW 4.24.115, then, in the event of liability for damaging arising out of bodily injury to persons or damages to property caused by or resulting from the concurrent negligence of the Engineer and the City, its members, officers, employees and agents, the Engineer's liability to the City, by way of indemnification, shall be only to the extent of the Engineer's negligence.

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

III.7 INSURANCE.

a. **Minimum Limits of Insurance.** The Consultant shall, before commencing work under this agreement, file with the City certificates of insurance coverage to be kept in force continuously during this agreement, and during all work performed pursuant to all short form agreements, in a form acceptable to the City. Said certificates shall name the City as an additional named insured with respect to all coverages except professional liability insurance. The minimum insurance requirements shall be as follows:

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

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

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

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

b. **Endorsement.** Each insurance policy shall be endorsed to state that coverage shall not be suspended, voiced, canceled, reduced in coverage or in limits except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to the City.

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

d. **Verification of Coverage.** In signing this agreement, the Consultant is acknowledging and representing that required insurance is active and current.

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

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

III.10 AFFIRMATIVE ACTION. Affirmative action shall be implemented by the Consultant to ensure that applicants for employment and all employees are treated without regard to race, creed, color, sex, age, marital status, national origin or the presence of any sensory, mental or physical handicap, unless based on a bona fide occupational qualification. The Consultant agrees to take affirmative action to ensure that all of its employees and agent adhere to this provision.

III.11 LEGAL RELATIONS. The Consultant shall comply with all federal, state and local laws and ordinances applicable to work to be done under this agreement. This contract shall be interpreted and construed in accordance with the laws of Washington. Venue for any action commenced relating to the interpretation, breach or enforcement of this agreement shall be in Snohomish County Superior Court.

III.12 INDEPENDENT CONTRACTOR. The Consultant's relation to the City shall at all times be as an independent contractor.

III.13 CONFLICTS OF INTEREST. While this is a non-exclusive agreement the Consultant agrees to and will notify the City of any potential conflicts of interest in Consultant's client base and will seek and obtain written permission from the City prior to providing services to third parties where a conflict of interest is apparent. If a conflict is irreconcilable, the City reserves the right to terminate this agreement.

III.14 CITY CONFIDENCES. The Consultant agrees to and will keep in strict confidence, and will not disclose, communicate or advertise to third parties without specific prior written consent from the City in each instance, the confidences of the City or any information regarding the City or services provided to the City.

ARTICLE IV. OBLIGATIONS OF THE CITY

IV.1 PAYMENTS. The Consultant shall be paid by the City for completed work for services rendered under this agreement and as detailed in the scope of services as provided hereinafter. Such payment shall be full compensation for work performed or services rendered and for all labor, materials, supplies, equipment and incidentals necessary to complete the work. Payment shall be on a time and expense basis, provided, however, in no event shall total payment under this agreement exceed fifty thousand dollars (\$50,000). In the event the City elects to expand the scope of services from that set forth in **Exhibit A**, the City shall pay Consultant an additional amount based on a time and expense basis, based upon Consultant's current schedule of hourly rates as shown in **Exhibit B**.

a. Invoices shall be submitted by the Consultant to the City for payment pursuant to the terms of the scope of services. The invoice will state the time expended, the hourly rate, a detailed description of the work performed, and the expenses incurred during the preceding month. Invoices must be submitted by the 20th day of the month to be paid by the 15th day of the next calendar month.

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

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

ARTICLE V. GENERAL

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

CITY OF LAKE STEVENS
C/O Mick Monken
PO Box 257
LAKE STEVENS, WA 98258

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

Chuck Purnell
Tetra Tech, Inc.
400 114th Avenue NE, Suite 400
Bellevue, WA 98004

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

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

If this agreement is terminated in its entirety by the City for its convenience, a final payment shall be made to the Consultant which, when added to any payments previously made, shall total the actual costs plus the same percentage of the fixed fee as the work completed at the time of termination applied to the total work required for the project.

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

V.4 NONWAIVER. Waiver by the City of any provision of this agreement or any time limitation provided for in this agreement shall not constitute a waiver of any other provision.

DATED this _____ day of _____, 2012.

CITY OF LAKE STEVENS

By _____
VERN LITTLE, MAYOR

_____, CONSULTANT

By _____

Approved as to form:

GRANT K. WEED, City Attorney

EXHIBIT A

Scope of Work

Consultant shall provide on-call professional engineering and support services. Services to be provided include, but are not limited to, the following:

- Transportation Engineering/Planning
 - Motorized
 - Non-Motorized
- Stormwater Engineering
- Geotechnical Engineering
- Environmental Engineering
 - Fish Passage Design
 - Habitat Restoration
 - Permitting
- Surveying
- Geographic Information System
- Construction Inspection
- Plan Review
- Right of Way Acquisition
- Site Visits
- Other engineering services as deemed necessary by the City.

On-call services usage shall be performed through a contract amendment outlining the specific scope of work for the City's desired task(s), time frame for completion, and fee limits.

EXHIBIT B

Rate Schedule

{In Process}

Attachment D

**PROFESSIONAL SERVICES AGREEMENT BETWEEN
CITY OF LAKE STEVENS
AND WH PACIFIC, INC.
FOR ON-CALL PROFESSIONAL SERVICES**

THIS AGREEMENT, made and entered into in Snohomish County, Washington, by and between CITY OF LAKE STEVENS, hereinafter called the "City," and WH Pacific, Inc., a Washington corporation, hereinafter called the "Consultant."

WHEREAS, the Consultant has represented, and by entering into this Agreement now represents, that the firm and all employees assigned to work on any City project are in full compliance with the statutes of the State of Washington governing activities to be performed and that all personnel to be assigned to the work required under this agreement are fully qualified and properly licensed to perform the work to which they will be assigned.

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

ARTICLE I. PURPOSE

The purpose of this agreement is to provide the City with consulting services to **perform on-call engineering professional services** as described in Article II. The general terms and conditions of relationships between the City and the Consultant are specified in this agreement.

ARTICLE II. SCOPE OF WORK

The scope of work is stated in the attached **Exhibit A** for on-call services for the **On-Call Engineering Professional Services**. All services and materials necessary to accomplish the tasks outlined in **Exhibit A** shall be provided by the Consultant unless noted otherwise in the scope of services or this agreement.

ARTICLE III. OBLIGATIONS OF THE CONSULTANT

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

Extra Work. The City may desire to have the Consultant perform work or render services

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

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

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

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

III.3 TIME OF PERFORMANCE. The Consultant shall be authorized to begin work under the terms of this agreement upon signing of both the scope of services and this agreement and shall complete the work by December 31, 2014, unless a mutual written agreement is signed to change the schedule. An extension of the time for completion may be given by the City due to conditions not expected or anticipated at the time of execution of this agreement.

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

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

III.6 INDEMNITY.

a. The Consultant will at all times indemnify and hold harmless and defend

the City, its elected officials, officers, employees, agents and representatives, from and against any and all lawsuits, damages, costs, charges, expenses, judgments and liabilities, including attorney's fees (including attorney's fees in establishing indemnification), collectively referred to herein as "losses" resulting from, arising out of, or related to one or more claims arising out of negligent acts, errors, or omissions of the Engineer in performance of Engineer's professional services under this agreement. The term "claims" as used herein shall mean all claims, lawsuits, causes of action, and other legal actions and proceedings of whatsoever nature, involving bodily or personal injury or death of any person or damage to any property including, but not limited to, persons employed by the City, the Engineer or other person and all property owned or claimed by the City, the Engineer, or affiliate of the Engineer, or any other person.

b. Should a court of competent jurisdiction determine that this agreement is subject to RCW 4.24.115, then, in the event of liability for damaging arising out of bodily injury to persons or damages to property caused by or resulting from the concurrent negligence of the Engineer and the City, its members, officers, employees and agents, the Engineer's liability to the City, by way of indemnification, shall be only to the extent of the Engineer's negligence.

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

III.7 INSURANCE.

a. **Minimum Limits of Insurance.** The Consultant shall, before commencing work under this agreement, file with the City certificates of insurance coverage to be kept in force continuously during this agreement, and during all work performed pursuant to all short form agreements, in a form acceptable to the City. Said certificates shall name the City as an additional named insured with respect to all coverages except professional liability insurance. The minimum insurance requirements shall be as follows:

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

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

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

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

b. **Endorsement.** Each insurance policy shall be endorsed to state that coverage shall not be suspended, voiced, canceled, reduced in coverage or in limits except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to the City.

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

d. **Verification of Coverage.** In signing this agreement, the Consultant is acknowledging and representing that required insurance is active and current.

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

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

III.10 AFFIRMATIVE ACTION. Affirmative action shall be implemented by the Consultant to ensure that applicants for employment and all employees are treated without regard to race, creed, color, sex, age, marital status, national origin or the presence of any sensory, mental or physical handicap, unless based on a bona fide occupational qualification. The Consultant agrees to take affirmative action to ensure that all of its employees and agent adhere to this provision.

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III.12 INDEPENDENT CONTRACTOR. The Consultant's relation to the City shall at all times be as an independent contractor.

III.13 CONFLICTS OF INTEREST. While this is a non-exclusive agreement the Consultant agrees to and will notify the City of any potential conflicts of interest in Consultant's client base and will seek and obtain written permission from the City prior to providing services to third parties where a conflict of interest is apparent. If a conflict is irreconcilable, the City reserves the right to terminate this agreement.

III.14 CITY CONFIDENCES. The Consultant agrees to and will keep in strict confidence, and will not disclose, communicate or advertise to third parties without specific prior written consent from the City in each instance, the confidences of the City or any information regarding the City or services provided to the City.

ARTICLE IV. OBLIGATIONS OF THE CITY

IV.1 PAYMENTS. The Consultant shall be paid by the City for completed work for services rendered under this agreement and as detailed in the scope of services as provided hereinafter. Such payment shall be full compensation for work performed or services rendered and for all labor, materials, supplies, equipment and incidentals necessary to complete the work. Payment shall be on a time and expense basis, provided, however, in no event shall total payment under this agreement exceed **fifty thousand dollars (\$50,000)**. In the event the City elects to expand the scope of services from that set forth in **Exhibit A**, the City shall pay Consultant an additional amount based on a time and expense basis, based upon Consultant's current schedule of hourly rates as shown in **Exhibit B**.

a. Invoices shall be submitted by the Consultant to the City for payment pursuant to the terms of the scope of services. The invoice will state the time expended, the hourly rate, a detailed description of the work performed, and the expenses incurred during the preceding month. Invoices must be submitted by the 20th day of the month to be paid by the 15th day of the next calendar month.

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

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

ARTICLE V. GENERAL

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

CITY OF LAKE STEVENS
C/O Mick Monken
PO Box 257
LAKE STEVENS, WA 98258

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

Sam Richards
WH Pacific, Inc.
12100 NE 195th Street, Suite 300
Bothell, WA 98011

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

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

If this agreement is terminated in its entirety by the City for its convenience, a final payment shall be made to the Consultant which, when added to any payments previously made, shall total the actual costs plus the same percentage of the fixed fee as the work completed at the time of termination applied to the total work required for the project.

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

V.4 NONWAIVER. Waiver by the City of any provision of this agreement or any time limitation provided for in this agreement shall not constitute a waiver of any other provision.

DATED this _____ day of _____, 2012.

CITY OF LAKE STEVENS

By _____
VERN LITTLE, MAYOR

_____, CONSULTANT

By _____

Approved as to form:

GRANT K. WEED, City Attorney

EXHIBIT A

Scope of Work

Consultant shall provide on-call engineering and support professional services. Services to be provided include, but are not limited to, the following:

- Transportation Engineering/Planning
 - Motorized
 - Non-Motorized
- Stormwater Engineering
- Geotechnical Engineering
- Environmental Engineering
 - Fish Passage Design
 - Habitat Restoration
 - Permitting
- Surveying
- Geographic Information System
- Construction Inspection
- Plan Review
- Right of Way Acquisition
- Site Visits
- Other engineering services as deemed necessary by the City.

On-call services usage shall be performed through a contract amendment outlining the specific scope of work for the City's desired task/s, time frame for completion, and fee limits.

EXHIBIT B

Rate Schedule

{In Process}



LAKE STEVENS CITY COUNCIL
STAFF REPORT

Council Agenda Date: 25 June 2012

Subject: 20th Street SE Corridor and LSC Subarea Plans – Transportation Level of Service

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

RECOMMENDATION(S)/ACTION REQUESTED OF COUNCIL: Accept Transportation Level of Service Methodology for the 20th Street SE Corridor and the Lake Stevens Center (LSC)

SUMMARY/BACKGROUND: This was discussed before the Council at the 11 June 2012 meeting and proposed to be brought back as a consent action at the 25 June meeting. If the recommended Subarea LOS are accepted by the Council, the LOS would be adopted through an amendment to the City Comprehensive Plan which will be brought before the Council at a future date in conjunction of the two Subarea plans.

In brief the recommendation is a system LOS standard of “E” for each subarea. The system would consist of key intersections and connecting roads servicing each subarea. Under this approach, the LOS analysis would take the accumulative average LOS from intersections within the transportation network while excluding intersections with State Route Facilities. For the 20th Street SE Corridor subarea, this would include the intersection along 20th Street SE with the exclusion of SR-9. For the LSC, this would include all intersections within the defined subarea boundaries of the LSC excluding SR-9 and SR-204 intersections.

What is critical with this action is that work currently in process for the development of the Subareas Plans transportation capital improvement plans will be based on the recommended LOS.

APPLICABLE CITY POLICIES: Comprehensive Plan

BUDGET IMPACT: NA

ATTACHMENTS:

Exhibit A – Definition of Level of Service

Exhibit A

Definition of Level of Service (LOS)

Table 1 – Intersection Level of Service Criteria (LOS)

LOS	Signalized Intersection	Unsignalized Intersection
A	≤10 sec	≤10 sec
B	10-20 sec	10-15 sec
C	20-35 sec	15-25 sec
D	35-55 sec	25-35 sec
E	55-80 sec	35-50 sec
F	≥80 sec	≥50 sec

A=Free flow
 B=Reasonably free flow
 C=Stable flow
 D=Approaching unstable flow
 E=Unstable flow
 F=Forced or breakdown flow

The transportation LOS system uses the letters A through F, with A being best and F being worst.

LOS A is the best, described as conditions where traffic flows at or above the posted speed limit and all motorists have complete mobility between lanes. LOS A occurs late at night in urban areas.

LOS B is slightly more congested, with some impingement of maneuverability; two motorists might be forced to drive side by side, limiting lane changes. LOS B does not reduce speed from LOS A.

LOS C has more congestion than B, where ability to pass or change lanes is not always assured. LOS C is the target for urban highways in some places, and for rural highways in many places. At LOS C most experienced drivers are comfortable and the posted speed is maintained.

LOS D is perhaps the level of service of a busy shopping corridor in the middle of a weekday, or a functional urban highway during commuting hours: speeds are somewhat reduced, motorists are hemmed in by other cars and trucks. LOS D is a common goal for urban streets during peak hours, as attaining LOS C would require a prohibitive cost and societal impact in lane additions.

LOS E is a marginal service state. Flow becomes irregular and speed varies rapidly, but rarely reaches the posted limit. On highways this is consistent with a road at or approaching its designed capacity. LOS E is a common standard in larger urban areas, where some roadway congestion is inevitable.

LOS F is the lowest measurement of efficiency for a road's performance. Flow is forced; every vehicle moves in lockstep with the vehicle in front of it, with frequent slowing required. Technically, a road in a constant traffic jam would be at LOS F. Facilities operating at LOS F generally have more demand than capacity.



LAKE STEVENS CITY COUNCIL
STAFF REPORT

Council Agenda Date: 25 June 2012

Subject: Lundeen Creek Restoration Project Easements

Contact Person/Department:	Mick Monken Public Works	Budget Impact: <u>\$8,600 (2012 & 16)</u>
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RECOMMENDATION(S)/ACTION REQUESTED OF COUNCIL: Authorize the Mayor to execute the Quit Claim Deeds from Snohomish County for the Lundeen Creek Restoration Project Easements and continue the vegetation monitoring program through 2016 at a cost not to exceed \$8,600.

SUMMARY/BACKGROUND: On the 4th of October 2006, the City Council entered into an interlocal agreement (ILA) with Snohomish County for the implementation of the Lundeen Creek Restoration Project. This project is located north of Lundeen Creek Parkway and east of 101st Avenue NE. The purpose of the project was to restore and enhance the aquatic habitat, improve water quality, and address the chronic flooding and drainage problems along the Lundeen Creek corridor. Easement agreements were needed from sixteen (16) landowners to construct this project. The easements were for the purpose of construction access, conservation, maintenance and monitoring.

According to the interlocal agreement, the City will assume responsibility for all landowner agreements on January 1, 2009. Until now, the County had continued to maintain the responsibility for monitoring and maintenance and is now requesting that the City assume these responsibilities. The easement agreements will automatically terminate in 2016.

In regards to the monitoring and maintenance, Snohomish County has submitted a proposal to continue the vegetation monitoring program. Monitoring would be performed in 2012 and 2016. The cost, if the City decides to continue the monitoring, would be \$4,300 for each year for a total of \$8,600. According to the interlocal agreement, the City was to provide up to \$15,000 annually for monitoring and maintenance from 2009 through 2013. To date the City has not contributed to the monitoring and maintenance.

Accepting the easement is a requirement of the ILA. The monitoring is included in the ILA but the City is not obligated to continue this. If the City does continue the monitoring it would be to fulfill the intent of the original project. Funding would come from Storm Water Fund.

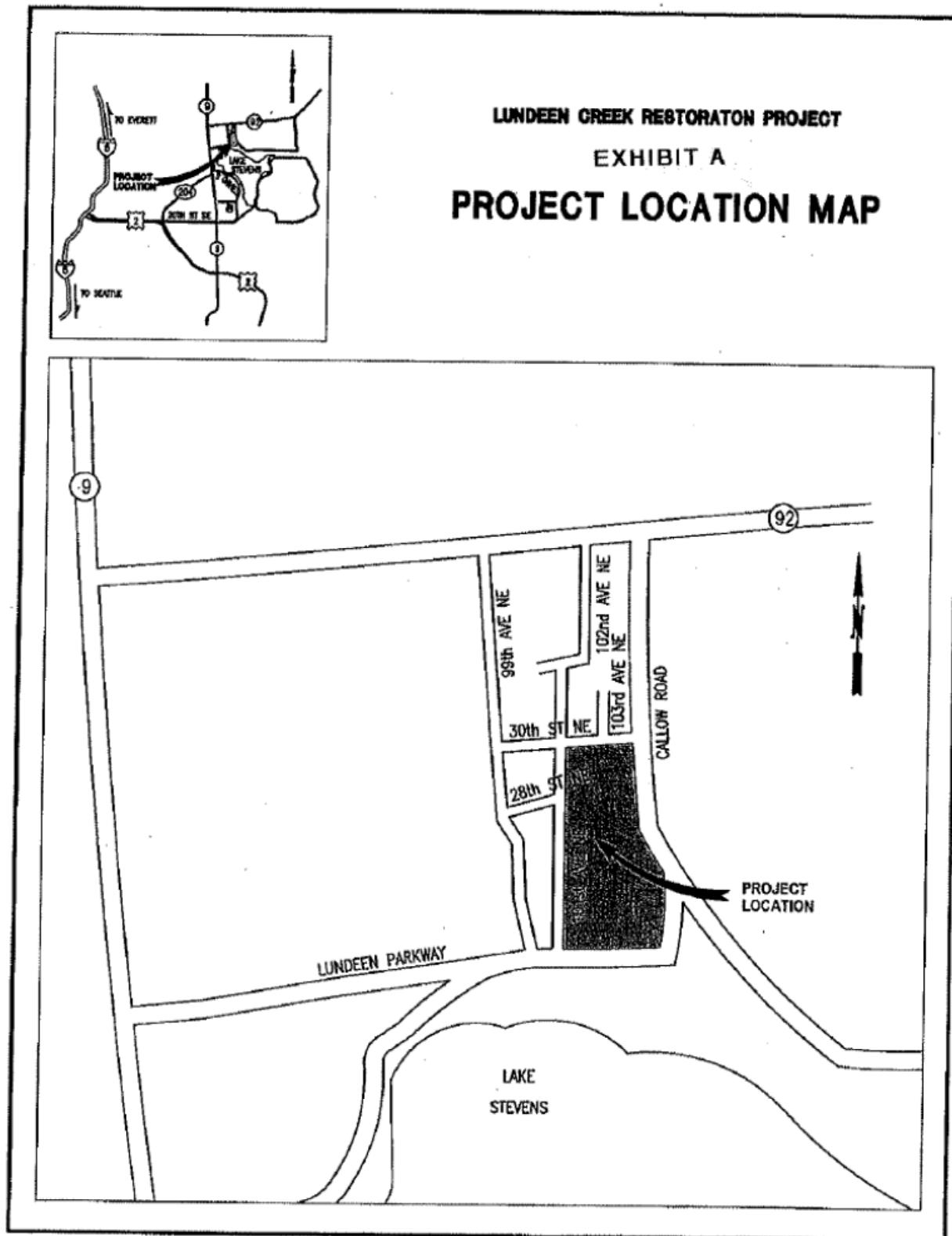
APPLICABLE CITY POLICIES: NA

BUDGET IMPACT: \$8,600 from Storm Water Fund. (\$4,300 in 2012 and \$4,300 in 2016)

ATTACHMENTS:

Exhibit A: Lundeen Creek Restoration Project Location Map

EXHIBIT A





LAKE STEVENS CITY COUNCIL STAFF REPORT

Council Agenda Date: June 25, 2012

Subject: Design Guidelines Introduction / Subarea Maps

Contact Person/ Department:	Russ Wright, Senior Planner Karen Watkins, Principal Planner Rebecca Ableman, Planning & Community Development Director	Budget Impact:	<u>NA - current contract for consultant</u>
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**Development Regulations and Design Guidelines are not attached – PLEASE BRING
ATTACHMENTS FROM THE May 29, 2012 Council Meeting Packet**

RECOMMENDATION(S)/ACTION REQUESTED OF COUNCIL: Introduction to the draft subarea design guidelines and subarea maps.

SUMMARY:

Staff provided Council with the draft development regulations and design guidelines for the subareas at the May 29th meeting as an introduction to the documents. Subsequently, staff discussed these documents with both the Planning Commission and the Design Review Board. Staff introduced the zoning regulations to Council on June 11, 2012 and shared comments from the PC and DRB. Tonight's discussion will focus on the design guidelines and comments from the PC and DRB.

In addition, staff will introduce the draft land use and zoning maps for each subarea. These maps will implement the Preferred Alternatives. Staff held an open house on June 20, 2012 to share these maps with affected property owners. Staff will share public comments with Council.

APPLICABLE CITY POLICIES: Subarea plans related to the Comprehensive Plan pursuant to RCW 36.70A.080 (Growth Management Policy Act – Optional Elements) and Environmental Impact Statements pursuant to WAC 197-11, Part Four and Chapter 16.16 LSMC (State Environmental Policy Act - Environmental Impact Statements)

BUDGET IMPACT: Current contract for consultant services

Attachments:

1. Draft LSC Land Use and Zoning Maps
2. Draft 20th Street SE Corridor Land Use and Zoning Maps

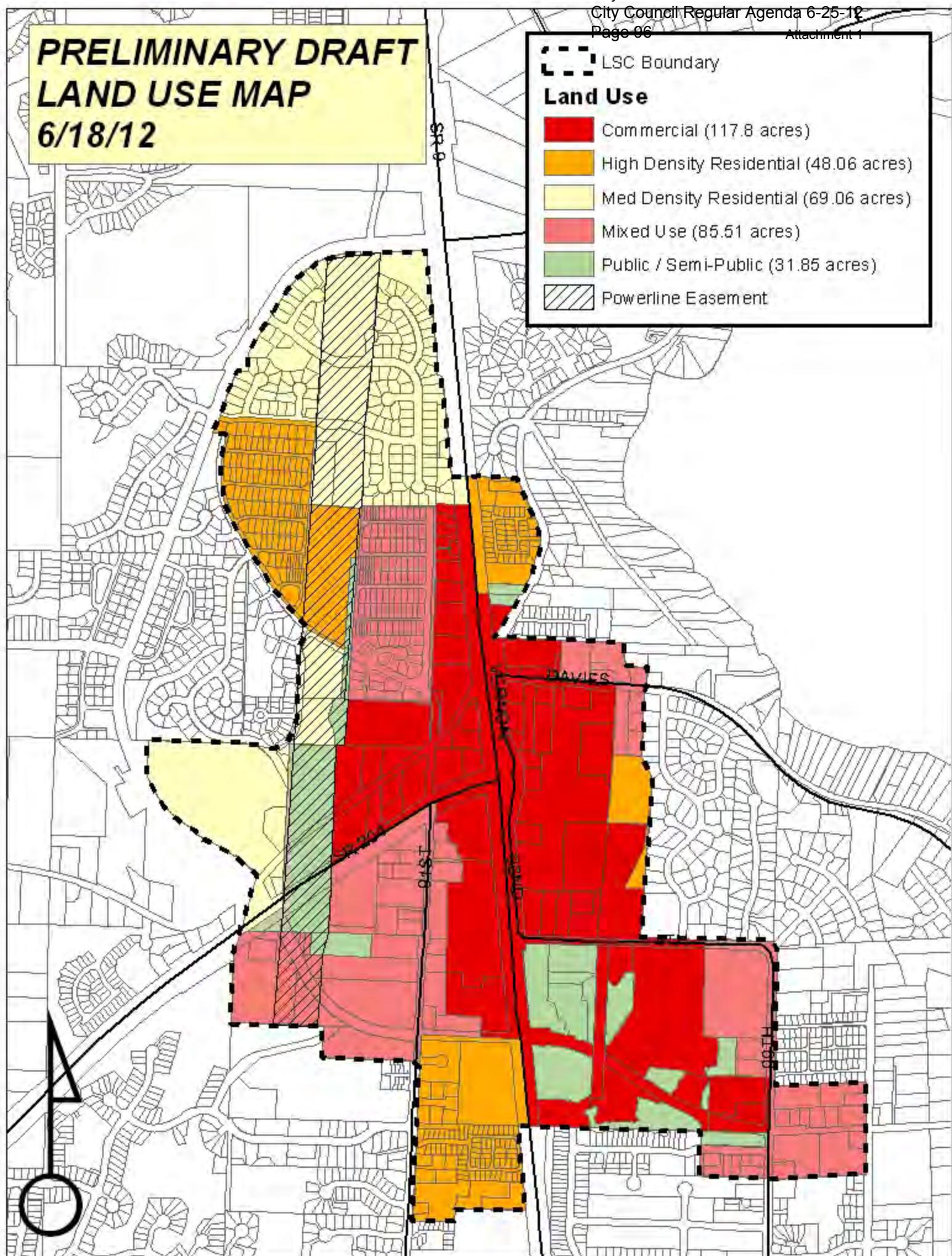
Complete copies of the [Lake Stevens Center DEIS](#) and [20th Street SE Corridor DEIS](#) are available on the city's website.

PRELIMINARY DRAFT LAND USE MAP 6/18/12

----- LSC Boundary

Land Use

	Commercial (117.8 acres)
	High Density Residential (48.06 acres)
	Med Density Residential (69.06 acres)
	Mixed Use (85.51 acres)
	Public / Semi-Public (31.85 acres)
	Powerline Easement

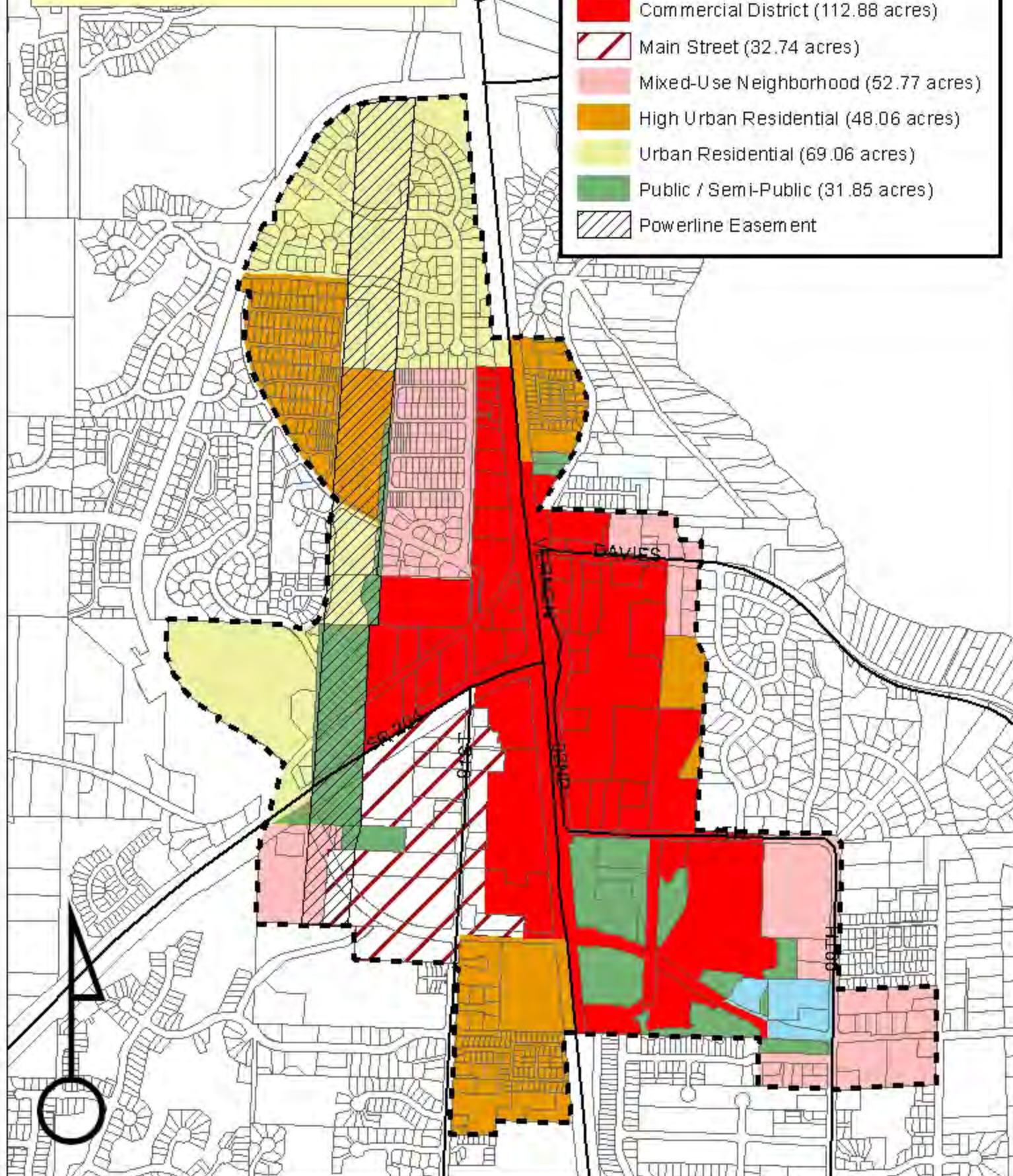


PRELIMINARY DRAFT ZONING MAP 6/15/12

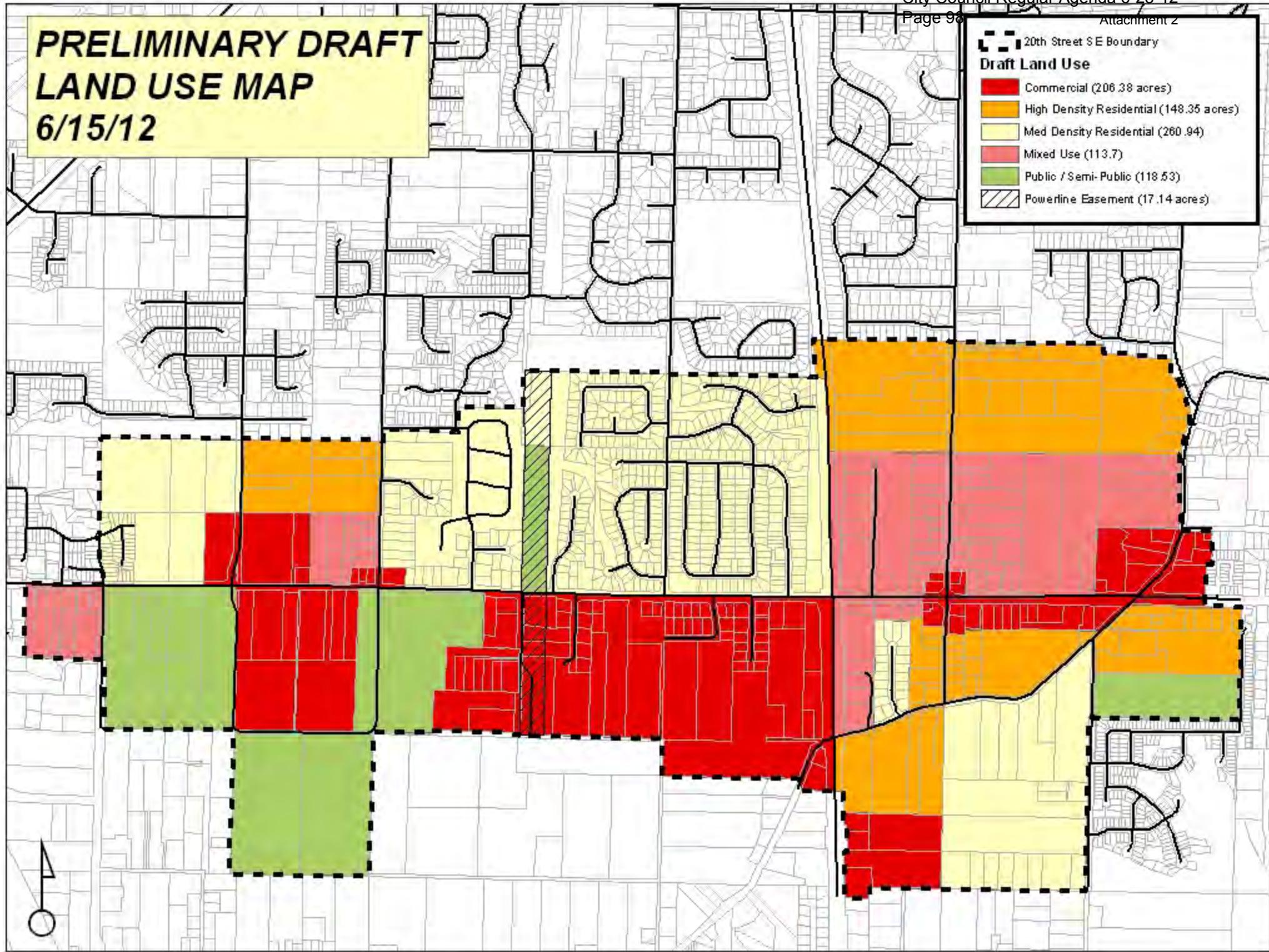
LSC Boundary

Draft Zoning

- Business District (4.92 acres)
- Commercial District (112.88 acres)
- Main Street (32.74 acres)
- Mixed-Use Neighborhood (52.77 acres)
- High Urban Residential (48.06 acres)
- Urban Residential (69.06 acres)
- Public / Semi-Public (31.85 acres)
- Powerline Easement



**PRELIMINARY DRAFT
LAND USE MAP
6/15/12**

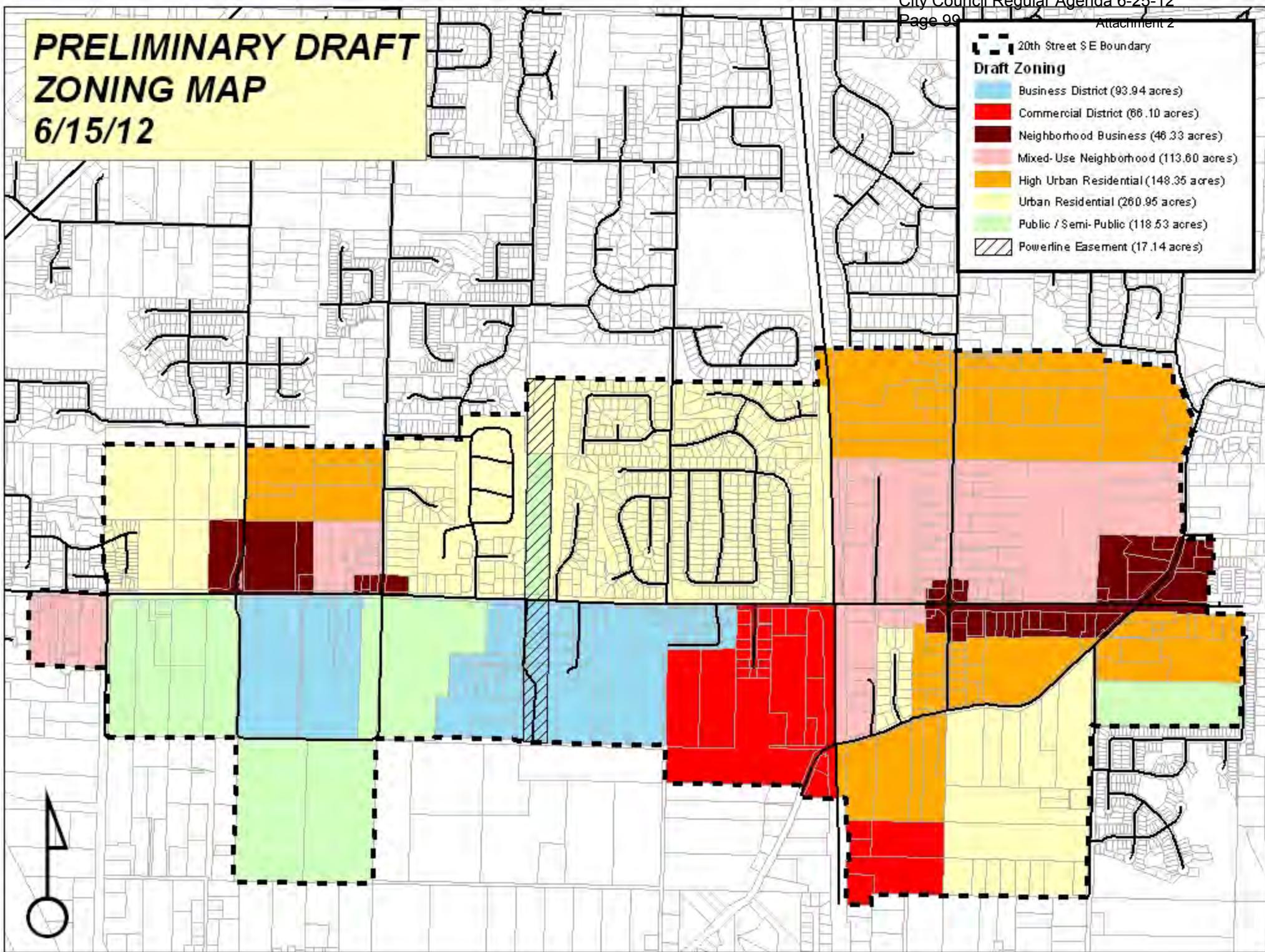


**PRELIMINARY DRAFT
ZONING MAP
6/15/12**

20th Street SE Boundary

Draft Zoning

- Business District (93.94 acres)
- Commercial District (86.10 acres)
- Neighborhood Business (46.33 acres)
- Mixed-Use Neighborhood (113.60 acres)
- High Urban Residential (148.35 acres)
- Urban Residential (260.95 acres)
- Public / Semi-Public (118.53 acres)
- Powerline Easement (17.14 acres)





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