

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, April 9, 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 April 2012 vouchers.	Barb
*B.	Approve minutes of March 26, 2012 regular Council meeting.	Norma
*C.	Authorize the Mayor to sign the Financial Services agreement with the City of Granite Falls.	Jan
*D.	Approve Resolution No. 2012-1, amending fees.	Barb
*E.	Approve electrical power services for the City Shop.	Mick

ACTION ITEMS:

DISCUSSION ITEMS:

*A.	SR9/204 Washington State Department of Transportation presentation.	Mick
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COUNCIL PERSON'S BUSINESS:

MAYOR'S BUSINESS:

STAFF REPORTS:

INFORMATION ITEMS:

EXECUTIVE SESSION:

Lake Stevens City Council Regular Meeting Agenda

April 9, 2012

ADJOURN:

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

Special Needs

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

NOTICE:

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

**BLANKET VOUCHER APPROVAL
 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	905570-905635	\$119,755.83
Payroll Checks	33292	\$2,299.53
Claims	33291, 33293-33339	\$111,906.93
Electronic Funds Transfers	440-446	\$137,960.49
Void Checks	33285	(\$7,136.33)
Tax Deposit(s)	3/30/2012	\$41,091.19
Total Vouchers Approved:		\$405,877.64

This 9th day of April 2012:

 Mayor

 Councilmember

 Finance Director

 Councilmember

 Councilmember

 Councilmember



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Direct Deposit Register

26-Mar-2012

Wells Fargo - AP

Lake Stevens

Direct Deposits to Accounts

26-Mar-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	\$143.47	440	Wells Fargo	121000248	4159656917
Total:			\$143.47		Count:	1.00	

Direct Deposit Summary

<i>Type</i>	<i>Count</i>	<i>Total</i>
C	1	\$143.47

Pre-Note Transactions

Direct Deposit Register

02-Apr-2012

Wells Fargo - AP

Lake Stevens

Direct Deposits to Accounts

02-Apr-2012	<u>Vendor</u>	<u>Source</u>	<u>Amount</u>	<u>Draft#</u>	<u>Bank Name</u>	<u>Transit</u>	<u>Account</u>
12112	AFLAC	C	\$2,027.94	441	Wells Fargo	121000248	4159656917
101	Assoc. Of Washington Cities	C	\$79,345.18	442	Wells Fargo	121000248	4159656917
9407	Department of Retirement (Pers	C	\$49,889.41	443	Wells Fargo	121000248	4159656917
9408	NATIONWIDE RETIREMENT SOL	C	\$1,048.25	444	Wells Fargo	121000248	4159656917
1418	Standard Insurance Company	C	\$5,027.74	445	Wells Fargo	121000248	4159656917
9405	Wash State Support Registry	C	\$478.50	446	Wells Fargo	121000248	4159656917
Total:			\$137,817.02		Count:	6.00	

Direct Deposit Summary

<i>Type</i>	<i>Count</i>	<i>Total</i>
C	6	\$137,817.02

Pre-Note Transactions

Detail Check Register

27-Mar-12

Lake Stevens

Check No	Check Date	VendorNo	Vendor	Check Amount		
33291	27-Mar-12	13668	Technocom	\$6,571.21		
0107306-IN reissue			Recablng of Annex Bld & fiber inner	\$6,571.21	\$0.00	\$6,571.21
510013519606400			Purchase Computer Equipment	\$6,571.21		
Total Of Checks:						\$6,571.21

Detail Check Register

02-Apr-12

Lake Stevens

Check No	Check Date	VendorNo	Vendor	Check Amount	
33293	02-Apr-12	12346	SNOHOMISH COUNTY AUDITOR		\$65.00
032612			Recording fee	\$65.00	\$0.00
					\$65.00
101016542004100			Street Fund - Professional Ser	\$65.00	
33294	02-Apr-12	1388	Snohomish County Treasurer		\$10.00
032612			Excise tax processing fee	\$10.00	\$0.00
					\$10.00
101016542004100			Street Fund - Professional Ser	\$10.00	
33295	02-Apr-12	13824	Wash Teamsters Welfare Trust		\$1,256.31
04/2012			Insurance premiums	\$1,256.31	\$0.00
					\$1,256.31
001010576802000			Parks - Benefits	\$48.86	
101016542002000			Street Fund - Benefits	\$537.42	
410016542402000			Storm Water - Benefits	\$670.03	
Total Of Checks:					\$1,331.31

Detail Check Register

05-Apr-12

Lake Stevens

Check No	Check Date	VendorNo	Vendor	Check Amount		
33296	09-Apr-12	13328	ACES			\$329.00
8585			DOSH Facility Inspection & Discussi	\$329.00	\$0.00	\$329.00
			001003517620000 Admin. Safety program	\$77.64		
			101016517620000 safety program	\$146.08		
			410016517620000 safety program	\$105.28		
33297	09-Apr-12	13401	Angel Transport and Towing			\$415.39
0327			Case 12-00670	\$415.39	\$0.00	\$415.39
			001008521003104 Law Enforcement-Operating Cost	\$415.39		
33298	09-Apr-12	12713	AWARDS OF PRAISE			\$164.89
1466			Officer/Employee of the year plaque	\$164.89	\$0.00	\$164.89
			001008521003100 Law Enforcement - Office Suppl	\$164.89		
33299	09-Apr-12	969	Business Card			\$1,961.30
03/12 7750 addl			Supplies (New Pig)	\$1,961.30	\$0.00	\$1,961.30
			410016531503104 DOE-G1100060 SW Capacity Exp	\$1,961.30		
33300	09-Apr-12	11952	Carquest Auto Parts Store			\$198.58
2421-172914			PW12 - Car Battery	\$182.53	\$0.00	\$182.53
			101016542004800 Street Fund - Repair & Mainten	\$182.53		
2421-173483			Black streak eliminator	\$16.05	\$0.00	\$16.05
			001008521003102 Law Enforcement - Boating Oper	\$16.05		
33301	09-Apr-12	13776	Chris L Griffen			\$187.50
220274815 & 16			Public Defender services	\$187.50	\$0.00	\$187.50
			001013512800000 Court Appointed Attorney Fees	\$187.50		
33302	09-Apr-12	12004	CITY OF MARYSVILLE			\$27,575.14
12-005			Citations for month of March 2012	\$9,475.90	\$0.00	\$9,475.90
			001013512500001 Municipal Court Fees	\$9,475.90		
5880			Hwy 9 Prof services	\$437.50	\$0.00	\$437.50
			001013519904100 General Government - Professio	\$437.50		
POLIN11-0152			Prisoner Housing Feb 2012	\$14,816.33	\$0.00	\$14,816.33
			001008523005100 Law Enforcement - Jail	\$14,816.33		
POLIN11-0157			Prisoner Medical Feb 2012	\$600.00	\$0.00	\$600.00
			001008523005100 Law Enforcement - Jail	\$600.00		

Detail Check Register

05-Apr-12

Lake Stevens

Check No	Check Date	VendorNo	Vendor			Check Amount
POLIN11-0159			Prisoner Housing Okanogan Feb 20	\$2,245.41	\$0.00	\$2,245.41
001008523005100			Law Enforcement - Jail	\$2,245.41		
33303	09-Apr-12	13932	CivicPlus			\$10,689.00
97210			Website setup and 1 year hosting/su	\$10,689.00	\$0.00	\$10,689.00
510013519103101			License Renewal/Annual Maint	\$10,689.00		
33304	09-Apr-12	13841	Comcast			\$71.90
03/12 0692756			Internet - satellite PD	\$71.90	\$0.00	\$71.90
001008521004200			Law Enforcement - Communicatio	\$71.90		
33305	09-Apr-12	91	Corporate Office Supply			\$197.10
126787i			Supplies	\$197.10	\$0.00	\$197.10
001008521003100			Law Enforcement - Office Suppl	\$197.10		
33306	09-Apr-12	359	Cuz Concrete Products, Inc.			\$1,042.56
202884			rebar for traffic signs in school zone	\$1,042.56	\$0.00	\$1,042.56
101016542640000			Street Fund - Traffic Control	\$1,042.56		
33307	09-Apr-12	13893	Datec Inc			\$14,001.58
30032			Panasonic MDT replcmnt PT30-PT3	\$7,000.79	\$0.00	\$7,000.79
001008521006400			Law Enforcement - Capital Outl	\$7,000.79		
30033			Panasonic MDT replcmnt PT23-PT2	\$7,000.79	\$0.00	\$7,000.79
001008521006400			Law Enforcement - Capital Outl	\$7,000.79		
33308	09-Apr-12	13027	DEPARTMENT OF LICENSING			\$252.00
51954-51967			Weapons permits	\$252.00	\$0.00	\$252.00
633008586000000			Gun Permit - State Remittance	\$252.00		
33309	09-Apr-12	12482	ECONOMY FENCE CENTER			\$733.05
19663-IN			fence repair Lundeen roundabout(in	\$733.05	\$0.00	\$733.05
101016542004800			Street Fund - Repair & Mainten	\$733.05		
33310	09-Apr-12	473	Electronic Business Machines			\$179.81
074043			Copier maint	\$179.81	\$0.00	\$179.81
001007558004800			Planning - Repairs & Maint.	\$89.91		
101016542004800			Street Fund - Repair & Mainten	\$44.95		
410016542404800			Storm Water - Repairs & Maint.	\$44.95		
33311	09-Apr-12	526	FastSigns			\$36.01
471-5050			Donation Signage - Boat launch	\$36.01	\$0.00	\$36.01

Detail Check Register

05-Apr-12

Lake Stevens

Check No	Check Date	VendorNo	Vendor	Check Amount	
001010576803110			Boat Launch Expenses	\$36.01	
33312	09-Apr-12	13468	Feldman & Lee		\$5,250.00
03/31/12			Public Defender services	\$5,250.00	\$0.00
001013512800000			Court Appointed Attorney Fees	\$5,250.00	
33313	09-Apr-12	13764	Frontier		\$71.78
03/12 42533408350116			Communications	\$71.78	\$0.00
001013519904200			General Government - Communica	\$23.93	
101016542004200			Street Fund - Communications	\$23.92	
410016542404200			Storm Water - Communications	\$23.93	
33314	09-Apr-12	13010	Grainger		\$114.67
9778717349			mounting brackets 99th ave school	\$114.67	\$0.00
101016542640000			Street Fund - Traffic Control	\$114.67	
33315	09-Apr-12	13924	Granite Precasting & Concrete		\$165.22
46938			Concrete Curbing blocks	\$165.22	\$0.00
101016542003102			Street Fund Operating Costs	\$165.22	
33316	09-Apr-12	673	Home Depot		\$1,747.03
1018025			Bathroom City shop	\$114.15	\$0.00
101016543504802			Facilities R&M (City Shop)	\$114.15	
5142035			Restroom City Shop	\$416.53	\$0.00
101016543504802			Facilities R&M (City Shop)	\$416.53	
6132205			Restroom City Shop	\$613.11	\$0.00
101016543504802			Facilities R&M (City Shop)	\$613.11	
6132207			Restroom City Shop	\$45.35	\$0.00
101016543504802			Facilities R&M (City Shop)	\$45.35	
8015103			Restroom City Shop	\$135.15	\$0.00
101016543504802			Facilities R&M (City Shop)	\$135.15	
8142138			Rebar	\$223.58	\$0.00
101016542004800			Street Fund - Repair & Mainten	\$223.58	
9016584			Restroom City Shop	\$199.16	\$0.00
101016543504802			Facilities R&M (City Shop)	\$199.16	

Detail Check Register

05-Apr-12

Lake Stevens

Check No	Check Date	VendorNo	Vendor	Check Amount		
33317	09-Apr-12	13306	J Gardner & Associates			\$1,145.00
7311			pencil erasers	\$175.00	\$0.00	\$175.00
001008521003100			Law Enforcement - Office Suppl	\$175.00		
7314			rulers	\$355.00	\$0.00	\$355.00
001008521003100			Law Enforcement - Office Suppl	\$355.00		
7329			crayons	\$240.00	\$0.00	\$240.00
001008521003100			Law Enforcement - Office Suppl	\$240.00		
7330			coloring books	\$375.00	\$0.00	\$375.00
001008521003100			Law Enforcement - Office Suppl	\$375.00		
33318	09-Apr-12	13177	James Barnes			\$230.00
04/03/12			Per Diem - Marine Law Class	\$230.00	\$0.00	\$230.00
001008521004300			Law Enforce - Travel & Mtgs	\$230.00		
33319	09-Apr-12	13863	Johns Cleaning Service			\$75.83
823			Uniform cleaning	\$75.83	\$0.00	\$75.83
001008521002600			Law Enforcment Clothing	\$75.83		
33320	09-Apr-12	626	Lake Stevens Chamber of Commer			\$120.00
1051			2012 membership dues	\$120.00	\$0.00	\$120.00
001013519904900			General Government - Miscellan	\$120.00		
33321	09-Apr-12	852	Lake Stevens Journal			\$217.25
76946			Advertising - Seasonal Help	\$33.00	\$0.00	\$33.00
001010576804900			Parks - Miscellaneous	\$33.00		
76948			Advertising - LS2011-10	\$43.55	\$0.00	\$43.55
001007558004400			Planning - Advertising	\$43.55		
76949			Advertising - LS2011-8	\$40.20	\$0.00	\$40.20
001007558004400			Planning - Advertising	\$40.20		
76967			Advertising - LS2011-8	\$40.20	\$0.00	\$40.20
001007558004400			Planning - Advertising	\$40.20		
76968			Advertising - LS2011-10	\$43.55	\$0.00	\$43.55
001007558004400			Planning - Advertising	\$43.55		
76973			Advertising - Ordinance 869	\$16.75	\$0.00	\$16.75

Detail Check Register

05-Apr-12

Lake Stevens

Check No	Check Date	VendorNo	Vendor	Check Amount	
001013514304400			General Government - Advertisin	\$16.75	
33322	09-Apr-12	12751	LAKE STEVENS POLICE GUILD		\$1,121.00
03/30/12			Union dues	\$1,121.00	\$0.00
001000281000000			Payroll Liabilities	\$1,121.00	
33323	09-Apr-12	12841	Law Offices of Weed, Graafstra		\$5,730.00
99			Professional services	\$5,730.00	\$0.00
001005515204100			Legal - Professional Service	\$3,438.00	
101016542004100			Street Fund - Professional Ser	\$1,719.00	
410016542404101			Storm Water - Professional Ser	\$573.00	
33324	09-Apr-12	13842	Shannon & Wilson Inc		\$200.00
86281			Prof services	\$200.00	\$0.00
101016595616440			36th Street Bridge Repair	\$200.00	
33325	09-Apr-12	13715	Sno Co Sherrifs Office		\$10,665.79
2012-1029			Prisoner Housing Feb 2012	\$10,665.79	\$0.00
001008523005100			Law Enforcement - Jail	\$10,665.79	
33326	09-Apr-12	1382	Snohomish County Public Works		\$4,092.61
I000296215			ER&R charges	\$4,092.61	\$0.00
001008521004800			Law Enforcement - Repair & Mai	\$4,092.61	
33327	09-Apr-12	12961	SNOHOMISH COUNTY PUD		\$370.08
117131050			Utilities - Electric	\$31.25	\$0.00
001010576804700			Parks - Utilities	\$31.25	
130401602			Utilities - Electric	\$338.83	\$0.00
001010576804700			Parks - Utilities	\$112.94	
101016542004700			Street Fund - Utilities	\$112.94	
410016542404701			Storm Water Utilities	\$112.95	
33328	09-Apr-12	13139	Steven Edin		\$319.17
03/26/12			Svc Awards/postage	\$319.17	\$0.00
001003516104200			Human Resources-Communications	\$26.55	
001013519903100			General Government - Operating	\$292.62	
33329	09-Apr-12	13891	Tacoma Screw Products Inc		\$94.08
10295541			Supplies	\$94.08	\$0.00
101016542003102			Street Fund Operating Costs	\$94.08	
33330	09-Apr-12	11787	Teamsters Local No. 763		\$546.00
03/12			Union dues	\$546.00	\$0.00

Detail Check Register

05-Apr-12

Lake Stevens

Check No	Check Date	VendorNo	Vendor	Check Amount	
001000281000000			Payroll Liabilities	\$546.00	
33331	09-Apr-12	13178	The Daily Herald		\$168.00
4/12-4/13			Subscription 4/12-4/13	\$168.00	\$0.00
001013519903100			General Government - Operating	\$168.00	
33332	09-Apr-12	1491	The Everett Herald		\$40.60
1772616			Advertising	\$40.60	\$0.00
001007558004400			Planning - Advertising	\$40.60	
33333	09-Apr-12	13922	The Watershed Co		\$2,169.60
2012-0110			Critical area study shop dispersal sy	\$2,169.60	\$0.00
410016531503106			DOE - G1100280 LID Grant Exp	\$2,169.60	
33334	09-Apr-12	11788	United Way of Snohomish Co.		\$325.68
03/12			Employee Contributions	\$325.68	\$0.00
001000281000000			Payroll Liabilities	\$325.68	
33335	09-Apr-12	12158	VERIZON NORTHWEST		\$2,666.65
1069361387			Wireless phone charges	\$2,666.65	\$0.00
001003511104200			Executive - Communication	\$57.15	
001003513104200			Administration-Communications	\$87.92	
001003514104200			City Clerks-Communications	\$35.07	
001003516104200			Human Resources-Communications	\$57.90	
001003518104200			IT Dept-Communications	\$115.05	
001007558004200			Planning - Communication	\$120.47	
001008521004200			Law Enforcement - Communicatio	\$1,585.17	
001010576804200			Parks - Communication	\$202.64	
101016542004200			Street Fund - Communications	\$202.64	
410016542404200			Storm Water - Communications	\$202.64	
33336	09-Apr-12	13357	WA Recreation & Park Assn		\$540.00
12-120			CPSI course & Exam-Waltz	\$540.00	\$0.00
001010576804901			Parks-Staff Development	\$500.00	
410016542404901			Storm Water - Staff Developmen	\$40.00	
33337	09-Apr-12	13055	WA State Dept of Enterprise		\$250.00
18-1-57451			Co-op membership	\$250.00	\$0.00
001013519904900			General Government - Miscellan	\$250.00	
33338	09-Apr-12	13808	Yoshihiro Monzaki		\$9.00
03/03/12			Parking MRSC seminar	\$9.00	\$0.00

Detail Check Register

05-Apr-12

Lake Stevens

Check No	Check Date	VendorNo	Vendor	Check Amount
101016542004300			Street Fund - Travel & Mtgs	\$9.00
33339	09-Apr-12	12845	ZACHOR & THOMAS, INC. P.S.	\$7,524.56
602			Prosecutor Attorney services	\$7,524.56
				\$0.00
001013515210000			Prosecutor fees	\$7,524.56
Total Of Checks:				\$104,004.41



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

Monday, March 26, 2012
Lake Stevens School District Educational Service Center (Admin. Bldg.)
12309 22nd Street N.E. Lake Stevens

CALL TO ORDER: 7:06 p.m. by Mayor Vern Little

COUNCILMEMBERS PRESENT: Todd Welch, Suzanne Quigley, Kathy Holder, and Kim Daughtry

COUNCILMEMBERS ABSENT: John Spencer, Neal Dooley, and Marcus Tageant

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, Senior Planner Russ Wright, Police Chief Randy Celori, and City Clerk/Admin. Asst. Norma Scott

OTHERS:

Excused Absence. Councilmember Quigley moved to excuse John, Marcus and Neal, seconded by Councilmember Holder; motion carried unanimously. (4-0-0-3)

Guest Business. None

Consent Agenda. Councilmember Daughtry moved to approve the Consent Agenda (A. Approve March 2011 vouchers [Payroll Direct Deposits 905512-905569 for \$127,585.87, Payroll Checks 33231 for \$2,403.88, Claims 33232-33290 for \$76,404.08, Electronic Funds Transfers 437-439 for \$4,931.75, Tax Deposit 3.15.12 for \$45,541.24, for total vouchers approved of \$256,866.82] and B. Approve minutes of March 12, 2012 regular Council meeting), seconded by Councilmember Holder; motion carried unanimously. (4-0-0-3)

Public Hearing and consideration of first reading of Ordinance No. 871, Multi-family Use Amendment. Senior Planner Wright reported some multi-family uses were annexed into the City which did not meet our code. Department of Commerce, various other agencies and Planning Commission reviewed the ordinance. The number of units is capped at what the County approved. Planning Commission recommended Council consider adding language if a building is accidentally destroyed, they can rebuild in the footprint. The language could be added to Section 14.44.520 as Section F or reorganize the prior numbering.

Public Comment. None

MOTION: Councilmember Holder moved to close the public portion of the hearing, seconded by Councilmember Daughtry; motion carried unanimously. (4-0-0-3)

MOTION: Councilmember Holder moved to close the public hearing, seconded by Councilmember Daughtry; motion carried unanimously. (4-0-0-3)

MOTION: Councilmember Holder moved to approve first and final reading of Ordinance 871 pending legal approval to include the recommendation from the Planning Commission, seconded by Councilmember Welch; motion carried unanimously. (4-0-0-3)

Public Hearing and consideration of first reading of Ordinance No. 870, proposed SEPA code update. Senior Planner Wright noted the SEPA code was adopted in 1992 and have remained largely unchanged. The code changes are to update for consistency with the model ordinances, authorize the use of Planned Actions and clarify how the City collects mitigation fees vested under County code. The ordinance was reviewed through the Planning Commission and other agencies without receiving any comments. Planning Commission moved to forward a recommendation to the Council to approve the proposed code amendment.

Public comment. None

MOTION: Councilmember Daughtry moved to close the public comment portion of the hearing, seconded by Councilmember Welch; motion carried unanimously. (4-0-0-3)

MOTION: Councilmember Quigley moved to close the public hearing, seconded by Councilmember Holder; motion carried unanimously. (4-0-0-3)

MOTION: Councilmember Quigley moved for first and final reading of Ordinance 870 pending City Attorney approval as to form, seconded by Councilmember Holder; motion carried unanimously. (4-0-0-3)

Authorize the Mayor to sign the Snohomish County Interlocal Agreement for Plan Review and Code Inspections Services. Planning Director Ableman noted we use the same International Building Codes as the County. The City is currently using Tyler Enterprises at \$50/hour with two hour minimum charge and would continue to use him. The County is the second backup with hourly charges from \$80 in 2012 to \$87 per hour in 2016.

MOTION: Councilmember Quigley moved to authorize the Mayor to sign the Snohomish County Interlocal Agreement for Plan Review and Code Inspection Services, seconded by Councilmember Daughtry; motion carried unanimously. (4-0-0-3)

Executive Session. Mayor Little noted an executive session will be held on collective bargaining for 10 minutes with no action to follow.

Council Person's Business: Councilmembers reported on the following meetings: Holder – Education Foundation Breakfast; Quigley – Education Foundation Breakfast and will be absent April 9; and Daughtry – Education Foundation Breakfast, Cities/County meeting, SCCIT – dealing with transportation bill, and Youth Advisory Council Form.

Mayor's Business: Mayor Little noted they met with the Department of Transportation.

Staff Reports: Staff reported on the following: City Administrator Berg – April 23 joint Planning Commission meeting on alternatives at 7:30 p.m., requested volunteers for the Economic Development Council committee meeting on April 23 at 6:00 p.m.: Spencer, Daughtry, and Quigley; Planning Director Ableman – Park Board tomorrow, Aquafest pre application meeting

this week, Oktoberfest next week, and DOE meeting on April 19 on the Shoreline Management Program.

Executive Session. At 7:38 p.m. Mayor Little called for a brief break with the Executive Session to begin at 7:40 p.m. for 10 minutes on collective bargaining with no action to follow. The executive session began at 7:40 p.m. and ended at 7:50 p.m.

Adjourn. 7:51 p.m.

Vern Little, Mayor

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

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LAKE STEVENS CITY COUNCIL
STAFF REPORT

Council Agenda Date: April 9, 2012

Subject: Interlocal Agreement to Provide Financial Services to the City of Granite Falls

Contact Person/Department: City Administrator Jan Berg **Budget Impact:** None

RECOMMENDATION(S)/ACTION REQUESTED OF COUNCIL:

Authorize Mayor to Sign Interlocal Agreement with the City of Granite Falls

SUMMARY/BACKGROUND:

The City of Granite Falls is in need of support in reviewing financial statements and bank reconciliations. It is expected that less than five hours a month will be required.

BUDGET IMPACT:

The agreement includes paying the cost of the employee's wages, benefits and travel.

ATTACHMENTS:

- ▶ Exhibit A: Interlocal Agreement

AFTER RECORDING RETURN TO:

City of Lake Stevens
Attn: City Clerk
P.O. Box 257
Lake Stevens, WA 98258

INTERLOCAL AGREEMENT
BETWEEN
THE CITY OF LAKE STEVENS
AND
THE CITY OF GRANITE FALLS
FOR FINANCIAL SERVICES

THIS INTERLOCAL AGREEMENT ("Agreement") is made and entered into this _____ day _____ of 2012, by and between the CITY OF LAKE STEVENS (hereinafter "Lake Stevens"), and the CITY OF GRANITE FALLS (hereinafter "Granite Falls"), both of which are municipal corporations located in and existing under the laws of the State of Washington.

WHEREAS, Granite Falls is in need of a temporary assistance in reviewing financial statements.

WHEREAS, Lake Stevens has the ability to provide Granite Falls with professional financial services.

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

A. Financial and Accounting Review Services. Lake Stevens shall provide Granite Falls with temporary financial statement and accounting review services under the terms and conditions of this Agreement. These services shall be directly provided by Lake Stevens' Finance Director in coordination with the Granite Falls Mayor and staff.

B. Employment Status of Lake Stevens' Finance Director. Each party agrees that the Finance Director of Lake Stevens will at all times remain the full time employee of the City of Lake Stevens and will receive paychecks and employment-related benefits from the City of Lake Stevens. Granite Falls shall not be responsible for withholding or otherwise deducting federal income tax or social security or for contributing to the state industrial insurance program or retirement system, or otherwise assume the duties of an employer with respect to

the Finance Director or any other employee of the City of Lake Stevens who provides services under this Agreement.

C. Consideration for Services. Granite Falls agrees to compensate Lake Stevens at the rate of \$63.76 per hour for the services, including travel time, provided under this Agreement. Travel expense will also be billed for actual miles traveled and billed at current IRS mileage rate in place at the time of travel. Lake Stevens shall provide Granite Falls with a monthly invoice describing the type and amount of services provided during the respective month. Granite Falls shall pay each invoice within thirty (30) days of receipt thereof.

D. Term of Agreement. The term of this Agreement shall be effective upon full execution of this Agreement by the parties and shall continue in effect until terminated by either party.

E. Termination of Agreement. Either party may terminate this Agreement with or without cause at any time upon providing the other party with a written notice of termination at least ten (10) calendar days in advance of the termination date. Lake Stevens shall be entitled to compensation from Granite Falls for services provided hereunder through the date of termination in accordance with Section C of this Agreement.

F. Hold Harmless and Indemnification.

1. Granite Falls' Indemnification of Lake Stevens.

a. Granite Falls shall indemnify and hold harmless Lake Stevens, its officers, agents and employees, or any of them, from any and all claims, actions, suits, liability, loss, costs, expenses and damages of any nature whatsoever, by reason of or arising out of any negligent action or omission of Granite Falls, its officers, agents and employees, or any of them, in performing services pursuant to this Agreement to the extent of Granite Falls' negligence.

b. In the event that any suit based upon such a claim, action, loss or damages is brought against Lake Stevens, Granite Falls shall defend the same at its sole cost and expense; provided, that Lake Stevens retains the right to participate in said suit if any principal of governmental or public law is involved; and if final judgment be rendered against Lake Stevens, its officers, agents and employees, or any of them, or jointly against Lake Stevens and Granite Falls and their respective officers, agents and employees, or any of them, Granite Falls shall satisfy the same to the extent of Granite Falls' negligence.

c. It is specifically agreed and understood that while in the course of performing services for Granite Falls, Lake Stevens' Finance Director shall report to the Mayor of Granite Falls and, as such, Granite Falls agrees to save, hold harmless and indemnify Lake Stevens, its officers, agents and employees from and against any and all claims, costs, causes of action or damages arising out of negligent provision of services performed on behalf of or at the request of Granite Falls by the Lake Stevens' Finance Director. The indemnification provided in this paragraph shall not apply to acts or omissions of Lake Stevens' employees that are found to be grossly negligent.

2. Lake Stevens' Indemnification of Granite Falls.

a. Except as provided in Subsection 1(c), Lake Stevens shall indemnify and hold harmless Granite Falls, its officers, agents and employees, or any of them, from any and all claims, actions, suits, liability, loss, costs, expenses and damages of any nature whatsoever, by reason of or arising out of any negligent act or omission of Lake Stevens, its officers, agents and employees, or any of them, to the extent of Lake Stevens' negligence.

b. In the event that any suit based upon such a claim, action, loss or damages is brought against Granite Falls, Lake Stevens shall defend the same at its sole cost and expense; provided, that Granite Falls retains the right to participate in said suit if any principal of governmental or public law is involved; and if final judgment be rendered against Granite Falls, its officers, agents and employees, or any of them, or jointly against Granite Falls and Lake Stevens and their respective officers, agents and employees, or any of them, Lake Stevens shall satisfy the same to the extent of Lake Stevens' negligence.

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

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

G. Industrial /Workers Compensation Insurance. The City of Lake Stevens shall be fully responsible for coverage and payment of industrial/workers compensation insurance/premiums under RCW Title 51 and the Washington State Industrial Insurance Act for its Finance Director and any other employees of Lake Stevens who provide services to Granite Falls under this Agreement.

H. Notices. Any notices provided under this Agreement, with the exception of legal process, shall be given in writing and shall be personally served and/or mailed by first class mail to the following respective addresses:

CITY OF LAKE STEVENS
JAN BERG, CITY ADMINISTRATOR
P.O. BOX 257
LAKE STEVENS, WA 98258

CITY OF GRANTIE FALLS
BRENT KIRK
P.O. BOX 1440
GRANITE FALLS, WA 98252

I. Waiver. Waiver by either party of the right to strict performance of any provision of this Agreement or redress for any breach thereof shall not constitute a waiver of any other provision or breach.

J. Attorney's Fees and Costs. The prevailing party in any action to enforce any provision of this Agreement or to redress any breach hereof shall be entitled to recover from the other party its costs and reasonable attorney's fees incurred in such action.

K. Amendment/Modification. This Agreement may be altered or amended only by the written agreement of the parties.

L. Entire Agreement. This Agreement constitutes the entire agreement and understanding between the Cities concerning the subject matter herein and shall supersede all prior agreements, oral or otherwise.

M. Severability. The invalidity or partial invalidity of any portion of this Agreement shall not invalidate the remainder of the Agreement, which shall remain in full force and effect and shall be interpreted and enforced as if such portion did not appear.

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

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

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

R. Approval and Filing. Each party shall approve this Agreement pursuant to the laws of the governing body of said party. The attested signature of the officials identified below shall constitute a presumption that such approval was properly obtained. A copy of this Agreement shall be filed by the Lake Stevens City Clerk with the Snohomish County Auditor's office pursuant to RCW 39.34.040, or, alternatively, listed by subject on the website of each participating City.

CITY OF LAKE STEVENS

CITY OF GRANITE FALLS

By: _____
Vern Little, Mayor

By: _____
Saleem Haroon, Mayor

APPROVED AS TO FORM:
Per March 5, 2012 Waiver of Conflict of Interest

APPROVED AS TO FORM:
Per March 5, 2012 Waiver of Conflict of Interest

By: _____
Grant K. Weed, City Attorney

By: _____
Paul T. McMurray, City Attorney



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LAKE STEVENS CITY COUNCIL
STAFF REPORT

Council Agenda Date: April 9, 2012

Subject: Resolution 2012-1 – Fees Resolution

Contact Person/Department: Barb Lowe/ Finance **Budget Impact:** N/A

RECOMMENDATION(S)/ACTION REQUESTED OF COUNCIL:

Adopt Resolution 2012-1 repealing Fees Resolution 2011-13

SUMMARY/BACKGROUND:

The changes to the fees schedule are summarized below and are highlighted in the resolution using strikeouts and underlines.

Title and Recitals – Updated resolution number and resolution appealed.

Section 2. Land Use Fees – Table A: Schedule of Land Use Fees

The current fee schedule establishes a fee for the administrative design review process but not for Design Review with the Design Review Board. Although design review is typically done as part of another permit process, Staff has received requests from applicants to have the option of getting design review approval, even if conditional, before finalizing permit documents and plans to apply for permits. The proposed Design Review fees cover staffing costs of 4 hours, at the current rate of \$75.00 per hour, and are discounted if done in conjunction with another permit application.

- Removed: Administrative Design Review \$450 from Page 2
- Added: Design Review Section on Page 3
 - Design Review – Administrative Decision \$450
 - Design Review – without other permit – Design Review Board \$750
 - Design Review – with other permit – Design Review Board \$300

Section 6. Miscellaneous Police Fees. – Table E: Schedule of Miscellaneous Police Fees & Fines

Section 7. Miscellaneous Fees. – Table F: Schedule of Miscellaneous Fees and Fines

Each year the City updates the billable rate schedules based on the average salaries and benefits budgeted in the current year. Staff has proposed removing the billable hourly rates from the Fees Resolution and including a reference to the current billable rate schedule. This will ensure that current data is used when billing for services without the need for repealing and readopting the Fees Resolution. In addition, a note will be added to recognize the 15% administrative fee that is included in the “for-profit/others” rate.

Section 7. Miscellaneous Fees. – Table F: Schedule of Miscellaneous Fees and Fines

Passport fees are set by the Federal Government. The current Fees Resolution makes note of this and includes actual fees which have been changed. This will update the fees to the current federal amount.

- Age 16 and over – Passport Fee: Change from \$75 to \$110
 - Under Age 16 – Passport Fee: Change from \$60 to \$80
-

APPLICABLE CITY POLICIES:

LSMC 14.04.020 Fees allows for reasonable fees to be collected sufficient to cover costs and established by resolution.

BUDGET IMPACT:

N/A

ATTACHMENTS:

- ▶ Exhibit A: Resolution No. 2012-1 Fees Resolution

CITY OF LAKE STEVENS
Lake Stevens, Washington

RESOLUTION NO. 2012-1

A RESOLUTION REPEALING RESOLUTION NO. 2011-13 AND ADOPTING AMOUNTS FOR THE RATES, FEES, AND DEPOSITS FOR VARIOUS SERVICES PROVIDED AND ACTIONS PERFORMED BY THE CITY AND FINES LEVIED AGAINST CODE VIOLATORS, TO INCLUDE NEW LAND USE FEES FOR SERVICES ACTIONS OR PERMITS

WHEREAS, the City Council, through ordinance, has adopted regulations requiring certain actions and services; and,

WHEREAS, these various ordinances set forth that fees shall be set by resolution, and;

WHEREAS, the cost of providing these various services consistent with applicable codes, regulations, and policies periodically increase or decrease, or certain services or practices are discontinued and fees are no longer needed; and,

WHEREAS, it is the intent of the City of Lake Stevens to charge appropriate fees and charges that are consistent with the services provided and to cover the public cost of providing these various services so that the public is not subsidizing individual benefits derived therefrom;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF LAKE STEVENS AS FOLLOWS: Resolution No. 2011-13 is hereby repealed and the following rates, fees, and deposits for various services provided and actions performed by the city and fines levied against code violators are hereby adopted:

Section 1. Fees and Deposits-General.

- A. **Fees.** Fees are intended to cover the normal, recurring administrative costs associated with said action, such as secretarial staff time, advertising, mailings, file distribution, etc. and project review. Fees are non-refundable. The applicant is responsible for costs incurred for any portion of project/permit reviewed by a consultant hired by the City for such review.
- B. **Payment Due.** Fees and deposits are due at the time the action is requested (e.g., at time of application) or occurs (e.g., prior to a specific action). An applicant may pay all fees and deposits of a multi-phased project in advance; however, doing so does not vest applicable fees due. Fees due are those in effect at the time the specific action or phase of an action is requested or occurs.
- C. **Late Payment Penalties.** If payment is not received within 30 days of the due date specified on the invoice, the amount due shall accrue interest at the rate of 1.5 percent per month from the date the fee became due and the date payment is actually made.
- D. **Waivers.** Upon petition by the applicant, the City Council may waive any of the fees or portions thereof, for any non-profit organization that provide services for the necessary support of the poor or infirm.
- E. **Concurrent Applications.** Concurrent applications requiring land use fees established by this resolution shall be subject to each fee cumulatively as if reviewed separately. There shall be no reduction in fees where more than one type of fee is charged for a project.

Section 2. Land Use Fees. Fees for various services, actions, and permits regarding land use, as per LSMC Title 14 and 16, shall be as listed in Table A. Land Use fees are in addition to Building Permit fees. Attorney fees may be recovered for specific projects. (Note: "X.XX" number refers to Use Category from Title 14 Table of Permissible Uses.)

Table A: Schedule of Land Use Fees

Action/Permit/Determination	Fee (\$)
ADMINISTRATIVE APPROVALS/DETERMINATIONS – TYPE I REVIEW	
Administrative Design Review	450
Administrative Modifications	450
Boundary Line Adjustments	1,000
Changes of Use	750
Code Interpretations	150
Docks – Private (6.410)	200
Floodplain Development Permit (may also require SEPA and critical area review fees)	150
Grading Permits	375
Home Occupations	Reviewed as part of business license
Lot Line Consolidation	500
Reasonable Use Exceptions	200+critical areas review
Temporary Use	
- Temporary Residence (1.700)	125
- Temporary Mobile/Modular Public Structures (15.500) in any zone	100
- Temporary Structures (23.000)	200
ADMINISTRATIVE CONDITIONAL USE PERMITS (formerly Special Use Permits)	
Basic Review & administrative decision	1,000
If hearing called for in addition to previous costs)	Hearing Examiner cost
ANNEXATIONS	
Submission of 10% Petition	0
Submission of 60% Petition	0
If it goes to BRB hearing	0
ATTORNEY FEES	Applicant pays actual cost charged City plus 10/hr
APPEALS PER TITLE 14	
To City Council	350
To Hearing Examiner	350+Hearing Examiner cost
To Shoreline Hearings Board	75/hr
BINDING SITE PLANS	
Revision	1,000
COMPREHENSIVE PLAN AMENDMENTS (including area-wide-rezones)	
Minor Amendment (annual cycle)	2,400
Major Amendment (5-year cycle)	3,500
CONDITIONAL USE PERMITS	5,500+ Hearing Examiner cost
CONSTRUCTION PLAN APPROVAL	
Residential developments 1-9 units	1,300 for first two reviews + 200 for each additional review

Action/Permit/Determination	Fee (\$)
Residential developments 10 or more units	1,500 + 150 per lot for first two reviews + 300 for each additional review
Commercial and/or non-residential developments	2,000 for first two reviews + 300 for each additional review
CONSULTANT FEES	Applicant pays actual cost charged City plus 10/hr
CRITICAL AREA REVIEW	Applicant pays actual cost charged City plus 10/hr
<u>DESIGN REVIEW</u>	
<u>Design Review – Administrative Decision</u>	<u>450</u>
<u>Design Review - without other permit – Design Review Board</u>	<u>750</u>
<u>Design Review – with other permit – Design Review Board</u>	<u>300</u>
DEVELOPMENT AGREEMENT	1,400
EDDS DEVIATION REQUEST	100
ESSENTIAL PUBLIC FACILITIES (in addition to conditional use permit fees)	
Essential Public Facility	Public participation costs (e.g., mailings, noticing, room rental) +consultant fees +attorney fees
Secure Community Transition Facility	Public participation costs (e.g., mailings, noticing, room rental) +consultant fees +attorney fees
EVENT PERMITS	
Event Level1	75
Event Level 2	225
Event Level 3	300
Event Level 4	1,050
Event Level 4 Deposit	80% of City estimated cost for City services
Event Expedited Review Fee	100
Boat Launch Closure	100/day
Recycle Containers	10/unit deposit 35/unit replacement fee for unreturned or damaged units
FIREWORKS PERMITS	
Fireworks Display	100
Fire Works Stand	185
IMPACT FEES	
Park Mitigation	
Single Family Residence and Apartments with 3+ bedrooms	2,363/dwelling
Duplex and Apartments with 2 bedrooms	1,733/dwelling
Apartments with 0-1 bedrooms	1,103/dwelling
School Mitigation	
Detached Single Family Residence	4,532/dwelling
Duplex/Apartment/Townhouse with 2 or more bedrooms	3,035/dwelling
Duplex/Apartment/Townhouse with 1 or fewer bedrooms	0
Traffic Mitigation	Based on a project specific

Action/Permit/Determination	Fee (\$)
	traffic report
LAND USE CODE AMENDMENTS	3,000
MISCELLANEOUS ACTIONS/ITEMS	
Permit Extension	150
Public Notice Signs Rental Fee	50
Sign Non-Return Charge – If not returned within 7 days of permit approval	10/sign
Security Administration Fee, per each security	100
MISCELLANEOUS TASKS	
Miscellaneous Engineering Review (e.g., storm drainage plans for Single-Family Residential & Duplexes, drainage studies, etc.)	75/hr
Miscellaneous Research or other staff time	75/hr
PARK PERMITS	
Park Permit without Picnic Shelter	35
Park Permit is included if Picnic Shelter is rented	0
PLANNED NEIGHBORHOOD DEVELOPMENTS	3,500+Hearing Examiner cost
PRE-APPLICATION CONFERENCE FEE (Credited toward preliminary subdivision/short subdivision application fee upon submittal of said application if received within 12 months from date of pre-application conference.)	
Without Consultant Review	400
With Consultant Review	1,100
RECONSIDERATION OF DECISION by:	
Planning Director	200
Design Review Board	200
City Council	200
Hearing Examiner	100+Hearing Examiner cost
RECORDING FEES	At cost (paid directly to Snohomish County)
REZONES - ZONING MAP AMENDMENTS	
Rezone Minor	500+Hearing Examiner cost
Rezone Major	1,000+Hearing Examiner cost
Area-wide Rezones	See Comprehensive Plan Amendments fee
RIGHT-OF-WAY	
Right-of-Way Permit	
Individual Residential (outside roadway improvements)	50
All Others	200
Right-of-Way Vacation	1,000
Road Cuts (required only for pavement cuts where roadway overlay is not required by City)	2 per square foot
SEPA REVIEW (does not include critical areas review, which is a separate fee)	
Review of SEPA Checklist	750
Review of requested studies	75/study per hour 2 hour minimum
Review of requested traffic studies	75 per hour 2 hour minimum
Review of requested drainage studies	75 per hour 2 hour minimum
Environmental Impact Statement (EIS)	75 per hour 10 hour minimum
Addendum	300

Action/Permit/Determination	Fee (\$)
SEPA Appeals (to Hearing Examiner)	150+Hearing Examiner cost
SHORELINE PERMITS (may also require SEPA and critical area review fees)	
Shoreline Conditional Use	1,200+Hearing Examiner cost
Shoreline Exemption	200
Shoreline Substantial Development	1,875
Shoreline Variance	1,200+Hearing Examiner cost
SIGN PERMITS	
Sign Permit	150+50/sign
Master Sign Program Permit	450
Action/Permit/Determination	Fee (\$)
SUBDIVISIONS (1-9 lots – Short Plat; more than 9 lots – Plat)	
Preliminary Short Plat	4,320
Final Short Plat	765
Short Plat Alteration	1,225
Short Plat Vacation	1,225
Preliminary Plat	10,030
Final Plat	1,565 + 100 per lot or unit + Survey Consultant Review cost
Plat Alteration	1,600
Plat Vacation	1,600
Street Signs (per Manual on Uniform Traffic Control Devices)	Purchased & installed by applicant per code & consistent with MUTCD
VARIANCE (Hearing Examiner review)	1,100+Hearing Examiner cost
ZONING CERTIFICATION LETTER	150

Section 3. Building Permit Fees. (Land Use fees, if required, are in addition to Building Permit fees.)

- A. Washington State Building Codes Adopted. The City of Lake Stevens does hereby incorporate by this reference as though fully set forth the fees from:
1. 2009 edition of the International Building Code (IBC)
 2. 2009 edition of the International Residential Code (IRC)
 3. 2009 edition of the International Mechanical Code including the 2009 International Fuel Code, 2008 National Fire Protection Association 58 (Liquefied Petroleum Gas Code) and 2009 National Fire Protection Association 54 (National Fuel Gas Code)
 4. 2009 edition of the Uniform Plumbing Code
 5. Washington State Barrier Free Regulations (Title 51 WAC)
 6. Current edition of the Washington State Energy Code
 7. 2009 edition of the International Fire Code
 8. Current edition of the Washington State Ventilation & Indoor Air Quality Code
- B. Valuation for Calculating Building Permit Fees. Any building or structure not addressed in Subsection C, below, shall be determined according to the International Code Council "Building Valuation Data" which is herein incorporated by reference as though fully set forth. The "Building Valuation Data," including modifiers, is found in Building Safety Journal, and is published quarterly by the International Code Council. Subsequent semi-annual revisions of the "Building Valuation Data" shall be automatically incorporated by this reference to be effective immediately following each new publication. Building permit fees shall be based on the formulas contained in Table 1A.

(Building Code) Table 1A: Building Permit Fees

Total Valuation	Fee
\$1.00 to \$499.99	\$23.50
\$500.00 to \$1,999.99	\$23.50 for the first \$499.99 plus \$3.05 for each additional \$100, or fraction thereof, up to and including \$1,999.99.
\$2,000.00 to \$24,999.99	\$69.25 for the first \$1,999.99 plus \$14 for each additional \$1,000, or fraction thereof, up to and including \$24,999.99.
\$25,000.00 to \$49,999.99	\$391.25 for the first \$24,999.99 plus \$10.10 for each additional \$1,000, or fraction thereof, up to and including \$49,999.99.
\$50,000 to \$99,999.99	\$643.75 for the first \$49,999.99 plus \$7.00 for each additional \$1,000, or fraction thereof, up to and including \$99,999.99.
\$100,000 to \$499,999.99	\$993.75 for the first \$99,999.99 plus \$6.50 for each additional \$1,000, or fraction thereof, up to and including \$499,999.99.
\$500,000 to \$999,999.99	\$3,233.75 for the first \$499,999.99 plus \$4.75 for each additional \$1,000, or fraction thereof, up to and including \$999,999.99.
\$1,000,000 and up	\$5,608.75 for the first \$999,999.99 plus \$3.65 for each additional \$1,000, or fraction thereof.

- C. Plan Review Fees:

Building: Residential: 65% of the building permit fee using table 1A, Commercial 85% of the building permit fee using table 1A . Plumbing and Mechanical: 25% of permit fee or City's hourly cost or \$75 per hour, whichever is greater.

- D. Fire Department Commercial Plan Review.
 New or Tenant Improvement Building Permits – Applies to all Occupancies except Groups R-3 and U

Construction Valuation		Fee
From:	To:	
\$0	\$1,000	\$30
\$1,001	\$5,000	\$115
\$5,001	\$10,000	\$175
\$10,001	\$20,000	\$200
\$20,001	\$45,000	\$260
\$45,001	\$100,000	\$315
\$100,001	\$250,000	\$430
\$250,001	\$500,000	\$545
\$500,001	\$1,000,000	\$690
\$1,000,001	\$1,500,000	\$775
\$1,500,001	\$2,000,000	\$835
>\$2 million		\$865 plus \$55 per \$500,000 (prorated over \$2 million)

- E. Other Inspections and Fees:
 See Section II Tables D and E for Sprinkler and Alarm fees.
 Inspections outside of normal business hours: \$75/ hour, 2 hour minimum.
 Reinspection fees assessed at \$75 per hour (1 hour minimum).
 Penalty for commencing work prior to permit issuance: Double permit fee.
 Inspections for which no fee is specifically indicated: \$75 /hour (1/2 hour minimum).
 Additional plan review required by changes, additions or revisions to plans: \$75/hour.
 For use of outside consultants for plan checking and inspections, or both: Actual Costs
- F. Miscellaneous Building Permit Fees. Tables B2 and B3 specifies those fees charged for permits to be issued pursuant to the Washington State Building Code and which are not included in the provisions of Subsections A and B:

Table B2: Schedule of Miscellaneous Building Permit Fees

Permit	Fee (\$)		
	Permit	Plan Check	Total
Accessory Structures/Porch Cover	Valued as for carport or garage per IRC, whichever it more closely resembles		
Building Code fee - WA State per RCW 19.27.085: per unit	\$4.50		\$4.50
Each additional unit	\$2.00		\$2.00
Deck Permit	Refer to Table 1A	65% of permit fee	Permit fee + plan check fee

Permit	Fee (\$)		
	Permit	Plan Check	Total
Demolition Permit	50		50
Dock Permit	Refer to building standards valuation list		
Fence/Retaining Wall	75		75
Masonry Fireplace	Refer to building standards valuation list		
Mobile Home Placement & Skirting	225		225
Certificate of Occupancy	100		100
Temporary C of O valid for 30 days	75		75
Reroof: Residential	40.00		40.00
Residential with sheathing	90.00		90.00
Commercial	Refer to Table B1	85% of permit fee	Permit fee + plan check fee

Table B3: Mechanical and Plumbing Fees

Mechanical Fees		Plumbing Fees	
Mechanical Permit	27.00	Plumbing Permit	27.00
AC unit < 100,000k	20.00	Back Flow Preventer	10.00
AC unit 100,000k – 499,999 k	30.00	Bathtub	10.00
AC unit 500,000k and up	40.00	Commercial Dishwasher	15.00
Air Handlers <10,000 CFM	13.00	Drinking Fountain	10.00
Air Handlers 10,000 CFM and up	23.00	Floor Sink or Drain	10.00
Boilers	15.00	Grease Interceptor	50.00
Commercial Incinerator	30.00	Grease Traps	10.00
Condensers	20.00	Hose Bibs	10.00
Domestic Incinerator	20.00	Ice Makers	10.00
Duct Work	15.00	Kitchen Sink	10.00
Evaporative Cooler	15.00	Laundry Tray	10.00
Forced Air System <100,000 BTU	18.00	Lavatory	10.00
Forced Air System 100,000 or more BTU	24.00	Lawn Sprinkler System	10.00

CITY OF LAKE STEVENS

RESOLUTION NO. 2012-1
 FEES, DEPOSITS, AND FINES

Mechanical Fees		Plumbing Fees	
Gas Clothes Dryer	15.00	Medical Gas 1- 5	50.00
Gas Piping 1 – 4 Outlets	11.00	Medical Gas, for each one over five	10.00
Additional Outlets	1.00	Mop Sink	10.00
Heat Exchanger	15.00	Other	10.00
Heat Pump	15.00	Pedicure Chair	10.00
Manf. Fireplace/ Log Lite	18.00	Reclaimed Water System	40.00
Misc. Appliance	15.00	Residential Dishwasher	10.00
Range Hood – Residential	15.00	Roof Drains	10.00
Range Hood – Commercial	150.00	Shower	10.00
Refrigeration Unit <100K	20.00	Specialty Fixtures	10.00
Refrigeration Unit 100K – 499K	30.00	Supplemental Permit	15.00
Refrigeration Unit 500K and up	40.00	Testing of Reclaimed Water System	30.00
Relocation Repair	15.00	Urinal	10.00
Stove Appliance	15.00	Vacuum Breakers 1- 5	10.00
Supplemental Permit	15.00	Vacuum Breakers, for each one over five	2.00
Vent Systems	15.00	Washing Machine	10.00
Vent w/o Appliance	10.00	Waste Interceptor	10.00
Ventilation Fans	10.00	Water Closet	10.00
Wall/Unit Heaters	20.00	Water Heater	15.00
Water Heater	15.00	Water Service	10.00
Wood Stoves	18.00		

Section 4. Sewer Fees. Fees for various services, actions, and permits regarding sewerage, as per LSMC Titles 6 and 14, shall be as listed in Table C (below).

Table C: Schedule of Sewer Service Rates, Fees, and Fines

Service/Action	Fee/Fine (\$)
Sewer Disconnection Inspection – Capping	125
Sewer Re-Connection - Uncapping	125
Side Sewer Permit Fee	
- Single-family dwelling units	250
- Duplex	375
- Tri-plex	500
- Multiple Units 4+ (apartments & condos)	250 for the first unit served, next 3 units 125 each. Sequence restarts with 5 th unit.
- Commercial or industrial buildings	250for the first unit served, next 3 units 125 for each additional separate leasable area. Sequence restarts with 5 th unit.
- Modifications or additions to an existing side sewer servicing a building where such modification or addition is done entirely on private property	125 each
Local Facilities Charge	
- Sewer stub permit (except in case below)	3,530 each
- No stub provided by District	
- Exception per Developer Extension Agreement or through ULID Agreement. Stub extension is subject to reimbursable.	Check with Lake Stevens Sewer District
Illegal connections to District sewer system	1000 fine and 100per day
Sewer Connection Charges	6,850 per residential unit or equivalent
- Grade Road Basin Charge	1,080 per residential unit or equivalent within Grade Road Basin per LSMC 6.16.100
- Grade Road Frontage Charge*	6,280 per residential unit or equivalent fronting Grade Road Sewer Main Extension per LSMC 6.16.100
	*Units subject to Grade Road Frontage charge are also subject to Grade Road Basin Charge
	The Grade Road Basin and Frontage Charges shall be updated with interest annually in January of each year with the current State Investment Pool rate until January 1, 2015

Service/Action	Fee/Fine (\$)
<ul style="list-style-type: none"> - General Facilities (except some properties in ULID 70-1) - General Facility Reimbursable Fee per Developer Extension Agreement - Administrative Fee for processing sewer assessment agreements 	<p>6,850 per residential unit or equivalent</p> <p>May be applicable on a basin to basin case. Check with Lake Stevens Sewer District.</p> <p>1,100</p>
<p>Monthly Sewer Service Rate (LSMC 6.20.020)</p> <ul style="list-style-type: none"> - Except grandfathered qualified Low Income Senior Citizens and Low Income Disabled Persons. 	<p>65/unit for the first 900 ft³ of water consumption/unit 7.22/100 ft³ (or part thereof) of water consumption/unit over 900 ft³</p>
<p>Late Payment Charge (effective 1/1/97)</p> <ul style="list-style-type: none"> - If the monthly sewer service charge is not received by the District on or by the last calendar day of the month there will be assessed a 10% late charge on the current month's outstanding charges and 8% annum interest charge on the total outstanding balance. 	
<p>Lien Fee</p> <ul style="list-style-type: none"> - The fee for filing/releasing liens shall include the cost set by the Snohomish County Auditor's Office plus District administrative fee. 	<p>County Fee + 35</p>
<p>Collection of delinquent accounts</p> <ul style="list-style-type: none"> - The fee shall be set by the collection agency <p>Foreclosure (attorney and administrative fees)</p>	<p>2,500</p>

Section 5. Animal Code Fees. Fees for other various services, actions, and permits related to Animal Control, as per LSMC Title 5, shall be as listed in Table D.

Table D: Animal Code Fees

Permit/Action	Fee (\$)
Dog/Cat License:	
– Each dog or cat licensed within 60 days of residency or within 60 days of acquiring pet, lifetime	Free
– Each dog or cat neutered or non-neutered, lifetime	20
– Senior Citizen (defined as being 62 years of age or older) owners, lifetime	Free
– Service and guide dogs, lifetime	Free
– Duplicate license for lost or destroyed dog/cat tag	4
– Other Code Violations:	
■ First Offense, For first offense the fee for such violation will be set equivalent to the Basic Rule Violation as set forth in the Justice Information System (JIA) Law Table as published by the Administrative Office of the Courts.	
■ Second Offense, For the second offense, the fee for such violation shall be set equivalent to double the Basic Rule Violation as set forth in the Justice Information System (JIA) Law Table as published by the Administrative Office of the Courts.	
Impound Fees for Cost Recovery:	
– Dogs and cats (at police kennel)	25
– Dogs, Cats and other animals (at/or transported to animal shelter) As set forth by the Everett Animal Shelter animal impound fee schedule, plus an additional \$5.00 administrative fee for reviewing and processing billing statements.	
– Animals	30
– Additionally, any costs incurred which exceed the base fee and which are associated with the collection, impoundment, maintenance, treatment, and destruction of the animal(s), any fees owing, and any costs of damage cause by the animal(s) shall be the liability of the owner. The City is not responsible for such costs incurred.	Varies
Pasture/Waste Management Plan (Sec 5.18.040):	
– Plan review fee	75
– Subsequent plan modification review	75/hour

Section 6. Miscellaneous Police Fees. Fees for various Police services, actions, and permits shall be as listed in Table E.

Table E: Schedule of Miscellaneous Police Fees & Fines

Permit/Action/Service	Fee (\$)
Fingerprinting:	
1. For Concealed Pistol Licenses	State fee
2. People who work or reside in the City (per 2 cards)	10
3. People who do not work or reside in the City (per 2 cards)	20
Boat Launch Parking Fees and Fine:	
1. Daily	5
2. Annual Permit	75
3. Low-income Seniors (defined as being 62 years of age or older)	40
4. Failure to pay fee (50% reduction if paid with in 24 hours)	40
5. Current Washington State Fishing License decal affixed to vehicle	Free
DUI cost recovery:	
1. Administrative fee	200
2. Jail booking fee (or as revised by Snohomish County or City of Marysville)	82
3. Daily lodging fee (or as revised by Snohomish County or City of Marysville)	61
False Alarm Fees:	
1. Second response to premises within six months after the first response	25
2. Third response to premises within six months after a second response	50
3. Fourth response to premises in six months after the third response and for all succeeding responses within six months of last response	100
Impound Fees for Cost Recovery:	
Signs if owner wants returned, per sign	25
Impound fee for wheeled recreational devices	60
Administrative storage fee for impounded vehicles	15
Fine for parking:	
1. Fine for parking as described in Lake Stevens Municipal Code Section 7.12.090, Prohibited Parking	40
2. Fine if paid within 24 hours	20
Off-duty Officer:	Refer to current billable rate schedule Rate effective beginning:
Security for Non-profits	1/1/10
Security for others (includes a 15% administrative fee)	73.00/hr
	84.00/hr
Special Event Services Deposit: (For special planned events that require additional police services)	\$100 per hour of event with one hour minimum
Private buoy or marker permit (annual) (LSMC 10.16.070)	30
Letters for search of local criminal justice data bases	10
Police records research, 1 hour minimum, billed in ½ hr increments, paid in advance	Rate effective beginning: 1/1/10 61.00/hr
Administrative dismissal of infraction for operating motor vehicle without insurance – administrative fee	25



Section 7. Miscellaneous Fees. Fees for various other services, actions, and permits shall be as listed in Table F.

Table F: Schedule of Miscellaneous Fees and Fines

Permit/Action	Fee or Fine (\$)
Public Works :	Refer to current billable rate schedule Rate effective beginning: 1/1/10
Hourly Rate for Service for Non-profits	65.00/hr
Hourly Rate for Service for others (includes a 15% administrative fee)	75.00/hr
Business Licenses:	
- Non-refundable Adult Entertainment (Cabaret) application Fee	100
- Adult Entertainment (Cabaret) Establishment (annual)	500
- Adult Entertainment (Cabaret) Establishment Manager/ Entertainer (annual)	50/person
- Business License Registration – Application	40
- Business License Registration – Annual Renewal	25
- Temporary business license	40
- Renewal	5
- Canvassers, Solicitors and Peddlers (includes City application fee, does not include Washington State Patrol application fee. License expires one year from date of application.)	75 for the 1 st three employees, and \$10 for each additional employee
- Live music and/or dance entertainment (annual)	50
- Games (annual)	50
- Pawnbroker and Second Dealers (annual)	500
- Washington State Department of Licensing’s Master License Service	Currently New Application \$15 Renewal \$9
- Business license handling fee (fees shall be automatically amended by the State)	
Duplication of Public Records: (postage/delivery costs extra)	
- In-house Copying of City documents for the public	15¢/page/side first \$2 charge is free
- In-house Copying of City documents to pdf when original document is not in electronic format	10¢/page/side first \$2 charge is free \$1 extra for copy to CD
- In-House duplication of City documents to CD, such as Comprehensive Plan, Lake Stevens Municipal Code Title 14, Urban Design Standards, Engineering Design and Development Standards, etc.	10/CD
- Documents or CDs printed by outside party	Actual cost to reproduce
- Maps - Duplication of maps less than 11”X17”	2
- Maps - Duplication of maps greater than 11”x17”	6
- Special requests for plotted maps, aerials, plans, etc. (each)	12
- Audio cassette recordings of meetings:	

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Permit/Action	Fee or Fine (\$)
Duplicated by staff Duplicated by outside party - Color photos (cost to reproduce) - Duplication of all other types of City media (i.e., photographs, audio/video tapes, blueprints) shall include the cost of duplication, postage/delivery costs, and actual staff time - Certified copy of a public record	1/tape Actual cost to reproduce 40¢ \$5 for 1 st Page and \$1 each after the 1 st Page
Dishonored Check Fine (in payment of City services)	35
Passports (fees shall be automatically amended by U.S. Dept. of State)	Consistent with effective federal changes
Age 16 and Over	Passport Fee 75 110 Execution Fee 25
Under Age 16	Passport Fee 60 80 Execution Fee 25
Passport Photos	\$16.00/set including sales tax

Section 8. Community Center Rental Fees. Fees for renting the City's Community Center shall be as listed in Table G.

Table G: Schedule of Rental Fees

Classification	Rental Amount (\$)
*Local users – see definition below	\$10/ hour or \$60/day
Non-local users	\$15/hour or \$90/day
**Non-Profit Community Interest Groups - see definition below	\$5/hour
Public utilities and any instrumentality of the United States, State of Washington, or political subdivision thereof with respect to the exercise of governmental functions	Free

1. If the City requires general liability insurance coverage, the event shall be required to provide proof of insurance in compliance with the Facility Use Permit rules ten days prior to the event. If applicant requests additional time (less than 10 days prior to the event) to provide proof of insurance, a City expedite fee of \$25 will be charged. If proof of insurance is not provided, the event will be cancelled.
2. "Local" user is a group whose coordinator or assigned member is a citizen of the City of Lake Stevens.
3. **Non-Profit Community Interest Groups devoted to community interest whose activities generally take place within the geographical confines of the City of Lake Stevens. This classification would include, but not be limited to: Girl Scouts, Lake Stevens Historical Society and Lake Stevens Rowing Club. Non-profit group is defined as being registered with the Secretary of State as a non-profit.
4. A minimum security deposit of \$25 MAY be required of users when, in the judgment of the facilities scheduler, the type of facility use may necessitate such a deposit.
5. In case of a cancellation, a written ten-day advance notice must be received to qualify for a refund.

Section 9. Lundeen Park Shelter Fees. Fees for the rental of Lundeen Park Shelters shall be as listed in Table H (below).

Table H: Schedule of Lundeen Park Shelter Rental Fees

	Group Size	Number of shelters	Rate
Lundeen Park Single Shelter Pricing	1-25	1	\$ 40 <i>reservation fee</i> + \$ 7 \$ 47
	26-50	1	\$ 60 <i>reservation fee</i> + \$ 7 \$ 67
Lundeen Park Double Shelter Pricing	1-50 <i>(patron requests both shelters)</i>	2	\$ 80 <i>reservation fee</i> + \$ 7 \$ 87
	51-75	2	\$ 100 <i>reservation fee</i> + \$ 7 \$ 107
	76-100	2	\$ 120 <i>reservation fee</i> + \$ 7 \$ 127

Maximum of 50 people per shelter.

Section 10. Stormwater Utility and Lake Management Charges. Fees for the Stormwater Management Utility, as per LSMC Title 11, shall be as listed in Table IA (below).

Table I: Stormwater Management Utility

Class	Impervious Surface %	Monthly Rate	Annual Rate
Single Family	NA	\$8.67/parcel	\$104.00 per parcel
Condominium	NA	\$7.17 per unit	\$86.02per unit
Undeveloped Lot	NA	Exempt	Exempt
Exempt	Less than 1%	No Charge	No Charge
Very Light	1% to 19%	\$2.38 per 1/4 acre	\$28.61per 1/4 acre
Light	20% to 39%	\$8.00 per 1/4 acre	\$96.00 per 1/4 acre
Moderate	40% to 59%	\$13.28 per 1/4 acre	\$159.36 per 1/4 acre
Heavy	60% to 79%	\$18.06 per 1/4 acre	\$216.77 per 1/4 acre
Very Heavy	80% to 100%	\$23.90 per 1/4 acre	\$286.85 per 1/4 acre
City Roads	NA	Set in accordance with RCW 90.03.525	Set in accordance with RCW 90.03.525
State Highways	NA	Set in accordance with RCW 90.03.525	Set in accordance with RCW 90.03.525

Mobile Home parks shall be charged under the appropriate rate category by their percentage of impervious surface. Duplex, Triplex, Four-plex will be charged the base single family rate multiplied by the number of units. Parcels with multiple single family structures will be charged the base single family rate multiplied by the number of structures.

Miscellaneous structures over 120sf, parking lots, play areas, and sport courts will be charged under the appropriate rate category by their percentage of impervious surface.

Segregated plat roads and driveways in private easements will be charged a single family base rate.

Unsegregated plat roads will be charged under the appropriate rate category by their percentage of impervious surface.

Undeveloped lots are not altered from the natural state by construction and include lakefront and split lots.

Fees for the Lake Management, as per Title 11 LSMC, shall be listed in Table IB (below).

Table IB: Lake Management Benefit Assessment

Class	Impervious Surface %	Monthly Rate	Annual Rate
Lakefront Lot	NA	\$16.00per parcel	\$192.00 per parcel
Split Lot	NA	\$11.33 per parcel	\$136.00per parcel

The lake front lot assessment applies to each land parcel abutting the lake shore. The split lot assessment applies to each land parcel with a portion of the lot abutting the lake shore and a portion of the lot separated from the lake shore by the city road. Each parcel abutting the lake will be charged a lakefront/split lot surcharge in addition to the appropriate Stormwater Management Utility rate.

Lakefront lots developed with only a dock or other over the water structure will receive a lakefront assessment.

Lakefront /split lot parcels with multiple single family structures will be charged the applicable assessment in addition to the single family Stormwater Management Utility rate multiplied by the number of units.

Commercial lakefront/split lot parcels will be charged a lakefront/split lot assessment in addition to the appropriate rate category by their percentage of impervious surface.

Parcels with a common interest in a community beach will be charged a proportionate share of the lakefront assessment in addition to their single family (or other) Stormwater Management Utility rate.

Section 11. Annual Fire Inspection Fees and Fire Department Related Service fees. Fees for fire inspection and Fire Department related Services fees shall be as listed in Table J below.

Table J: ANNUAL FIRE INSPECTION

AND FIRE DEPARTMENT RELATED SERVICE FEES

TABLE A -- ANNUAL FIRE INSPECTION FEE			
Building size In square feet	FEE		
	B, M, R	A, E, LC, R	F, H, I, S Occupancies
0-1000	\$45	\$75	\$95
1,001-2,500	\$65	\$105	\$165
2,501-5,000	\$95	\$155	\$245
5,001-7,500	\$115	\$185	\$285
7,501-10,000	\$125	\$195	\$300
10,001-12,500	\$145	\$230	\$315
12,501-15,000	\$165	\$275	\$330
15,001-17,500	\$175	\$295	\$345
17,501-20,000	\$190	\$310	\$365
20,001-30,000	\$215	\$350	\$375
30,001-40,000	\$230	\$375	\$385
40,001-50,000	\$245	\$400	\$400
50,001-60,000	\$260	\$425	\$425
60,001-70,000	\$275	\$450	\$450
70,001-100,000	\$300	\$475	\$475
100,001-150,000	\$350	\$500	\$500
150,001-200,000	\$400	\$525	\$525
OVER 200,000	\$450	\$550	\$550
REINSPECTION FEES			
For uncorrected violations at time of first re-inspection			\$25
For uncorrected violations at time of second re-inspection			\$50
SPECIAL INSPECTION FEES			
Riser system Re testing			\$58 each

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Fuel storage tank abandonment	\$58.00 each
Alarm System re-testing	\$58.00 each
SPECIAL EVENT PERMIT FIRE INSPECTIONS	
During regular business hours	\$115
After regular business hours/weekends	\$69/hour of actual
PYROTECHNIC FIREWORKS	
Retail fireworks	\$115
Wholesale fireworks	\$115

FIRE DEPARTMENT RELATED SERVICE

Table B -- SPECIAL ASSEMBLY PERMITS(IFC 105.6.43)	
Temporary Membrane Structures, Tents & Canopies	
(See IFC 105.6.43& IFC 24)	
Duration / Commercial Use	Fee:
< 3 days	No Fee
4 to 180 days	\$58
Temporary Assembly	
For <99 people	\$58
For >100 people	\$115
Table C -- EXPLOSIVES (105.6.15)	
Retail Fireworks Stand	
Retail Sales - Wood Stand	included in Fireworks Permit fee
Retail Sales – Tent	included in Fireworks Permit fee
Must meet requirements of Table B, but no additional fees required.	
Public Display	
Licensed Pyrotechnic Operators Only	\$115
Temporary Storage	\$173

Table D -- NFPA 72 FIRE ALARM SYSTEMS 105.7.4		
Comprehensive Fees for Permit, Review & Inspection		
Tenant Improvement or System Modification		
Number of Devices*		Fee:
From:	To:	
1	2	\$ 86
3	5	\$ 144
6	10	\$ 201
11	20	\$ 259
21	40	\$ 345
41	100	\$ 431
101	200	\$ 546
>200		\$575 plus \$58 per 100 additional devices (prorated)
New System		
Number of Devices*		Fee:
From:	To:	
1	100	\$403
101	200	\$546
>200		\$575 plus \$58 per 100 additional devices (prorated)
In addition to device* fees shown, the following fees also apply:		
FACP and/or Transmitter		
Replaced		\$144
New		\$230
Note: All Central Station Monitoring must be UL or FM listed.		
*Devices include separate individual portions of a Fire Alarm System such as: Initiation Devices, Notification Appliances, Flow Switches, Supervisory Switches, Magnetic Door Hold-Open devices, Remote Annunciators, Pull Stations, Beam Detectors (each piece is one device), and other such devices.		

Table E -- FIRE SPRINKLER SYSTEMS (105.7.1, 105.7.11, 105.7.4)		
Tenant Improvement or System Modification (NFPA 13 / 13R)		
Number of Sprinklers or Devices** From: To:		Fee:
1	2	\$ 86
3	5	\$ 144
6	10	\$ 201
11	20	\$ 259
21	40	\$ 345
41	100	\$ 460
101	200	\$ 546
201	300	\$ 661
>300		\$690 plus \$58 per 100 additional devices (prorated)
New System (NFPA 13 / 13R)		
Number of Sprinklers or Devices** From: To:		Fee:
1	100	\$431
101	200	\$546
201	300	\$690
>300		\$719 plus \$58 per 100 additional devices (prorated)
NFPA 13-D (RESIDENTIAL)		
Number of Sprinklers:		Fee*:
1 to 10		\$ 201
11 to 25		\$ 259
26+		\$ 316
*Non-required NFPA 13-D Systems Fee 50% of listed fees for voluntary installations		
Hood Suppression Systems		
Type of System:		Fee:

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Pre-Engineered	\$144
Custom Engineered	\$316
Standpipe Systems	
Class I, II or III new or existing	\$173
Fire Pump (each)	
\$345 each, maximum \$575	
**Devices include separate individual portions of a Fire Sprinkler System such as: Sprinklers, Risers, Valves, Pull Stations, Beam Detectors (each piece is one device) and other such devices.	
Table F -- HAZARDOUS MATERIALS FACILITY CONSTRUCTION (105.7.7)	
Hazardous Materials Installation, Repair, Abandonment, Removal, Closure or Substantial Improvement	
Permits in addition to Annual Operational Permit	
Permits required when quantity exceeds permit amounts in Table 105.6.20.	
QUANTITY	FEE
1-2 Materials in Excess of Permit Amount	\$115.00
3-5 Materials in Excess of Permit Amount	\$230.00
>5 Materials in Excess of Permit Amount	\$460.00
Table G -- COMPRESSED GASES (105.7.3) AND FLAMMABLE & COMBUSTIBLE LIQUIDS (105.7.6) AND LP-GAS (105.7.9)	
Compressed Gas Installation, Repair, Abandonment, Closure or Substantial Modification to a Compressed Gas System when the Compressed Gases used or Stored exceed the amounts listed in Table 105.6.8.	
Modification or repair of a flammable or combustible liquids pipeline. Installation or construction or Alteration of those items listed in 105.7.6	
For installation of or modification to an LP-gas system.	
Compressed Gas System	\$201
Flammable & Combustible Liquids	
< 500 Gallons	\$115
>= 500 Gallons	\$230
>= 1000 Gallons	\$575
LP-Gas System	\$86

Table H -- SPRAY BOOTHS (105.7.11) AND INDUSTRIAL OVENS (105.7.8) Note: Separate Sprinkler Permit Required under Table E	
NOT SUBJECT TO TABLE A FEES	

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SPRAY BOOTHS Type:	Fee:
Pre-Engineered w/ documents	\$ 173
Site-Built or used w/o documents	\$ 288
INDUSTRIAL OVENS	\$ 288
Table I -- ANNUAL BUSINESS INSPECTION FEES	
1 st Inspection	In accordance with LSMC 2.52
Table J -- MISCELLANEOUS FEES	
Work Begun or Completed before Permit Issuance	Permit Fees Triple / No inspections until paid
After Hours Inspection (Regular Inspection Hours: 7:30am to 3:30pm)	\$86 per hour / 1 hour minimum
Firefighter Fire Watch or Standby	\$75 per hour / per firefighter 2-hour minimum per firefighter
Fire Flow Determination	\$115
Re-Inspection Fee for each inspection after the 3rd site visit, or as required by the fire code official.	\$86
<p>Fees may be reduced by the fire code official for small or short duration projects. Note: \$25 of each fire permit issued is retained by the permit department as an administrative fee. The remainder of the fees listed is remitted to the Fire Department. "Additional plan review required by changes, additions or revisions to plans \$58.00 per hour." Outside Consultant Review: Actual Costs plus 10% (Fire Marshal Review Fee)</p>	
TABLE K -- OPERATIONAL PERMITS	
An Operational Fire Permit constitutes permission to store, or handle hazardous materials, or to operate processes which may produce conditions hazardous to life or property.	
An Operational Fire Permit is required prior to engagement in the activities, operations, practices or functions described in IFC 105.6 AND, if an ongoing operation, is required to be renewed annually before expiration.	
Unless otherwise indicated, Operational Permit Fees are \$100 each. If more than one permit is required for a single occupancy, all permits shall be issued under a single permit fee in the amount of \$150.	
Request for waivers of fees for non-profit events, in accordance with Title 9.28.135, shall be made in writing to the Fire Marshal no less than 7 days before the event or will not be considered.	
Permit Type:	Required for:
Aerosol Products	Level 2 or 3 in excess of 500 lbs

Amusement buildings	Operation of a special amusement building
Aviation Facilities	Using a Group H or Group S occupancy for aircraft servicing or aircraft fuel-servicing vehicles
Carnivals & Fairs	Conducting a carnival or fair
Battery Systems	Installing or using lead-acid battery systems w/ a liquid capacity > 50 gallons
Cellulose Nitrate film	Storing, handling or using cellulose nitrate film in a Group A occupancy
Combustible Dust	Operation of a grain elevator, flour starch mill, feed mill, or a plant pulverizing aluminum, coal, cocoa, magnesium, spices or sugar, or other operations producing combustible dusts as defined in Chapter 2 of the IFC
Combustible Fibers	Storage and handling of combustible fibers in excess of 100 cubic feet (Agricultural storage exempt)
Compressed Gases	Storage, use or handling at normal temperature and pressure of compressed gases in excess of quantities listed in IFC 105.6.8(compressed gas-fueled vehicles exempt)
Covered Mall Buildings	1. Placement of retail fixtures or displays, concession equipment, displays of highly combustible goods and similar items in the mall 2. Display of liquid- or gas- fired equipment in the mall. 3. The use of open-flame or flame-producing equipment in the mall.
Cryogenic Fluids	Production, storage, transport on site, using, handling or dispensing cryogenic fluids in excess of the amounts listed in Table 105.6.11. Exception: Permits are not required for vehicles equipped for and using cryogenic fluids as a fuel for propelling the vehicle or for refrigerating the lading.
Cutting and Welding	Cutting or welding operations within the jurisdiction
Dry Cleaning Plants	Engaging in the business of dry cleaning or to change to a more hazardous cleaning solvent used in existing dry cleaning equipment
Exhibits and Trade Shows	Operating an exhibit or trade show
Explosives	The manufacture, storage, handling, sale or use of any quantity of explosive, explosive material, fireworks, or pyrotechnic special effects within the scope of IFC 33
Flammable and Combustible Liquids	See WAC 51-54-0100, 105.6.16
Floor Finishing	Floor finishing or surfacing operations exceeding 350 square feet (33 m2) using Class I or Class II liquids
Fruit and Crop Ripening	Operating a fruit-, or crop-ripening facility or conducting a fruit-ripening process using ethylene gas.

Fumigation and Thermal Insecticidal Fogging	Operating a business of fumigation or thermal insecticidal fogging and to maintaining a room, vault or chamber in which a toxic or flammable fumigant is used.
Hazardous Materials	Storage or Use in excess of quantities shown in Table 105.6.20.
High-piled Storage	Using a building or portion thereof as a high-piled storage area exceeding 500 square feet (46 m ²)
Hot Work Operations	Hot work including, but not limited to: 1. Public exhibitions and demonstrations where hot work is conducted. 2. Use of portable hot work equipment inside a structure. Exception: Work that is conducted under a construction permit. 3. Fixed-site hot work equipment such as welding booths. 4. Hot work conducted within a hazardous fire area. 5. Application of roof coverings with the use of an open-flame device. 6. When approved, the fire code official shall issue a permit to carry out a Hot Work Program. This program allows approved personnel to regulate their facility's hot work operations. The approved personnel shall be trained in the fire safety aspects denoted in this chapter and shall be responsible for issuing permits requiring compliance with the requirements found in Chapter 26. These permits shall be issued only to their employees or hot work operations under their supervision.
Industrial Ovens	Operation of industrial ovens regulated by IFC 21
Lumberyards and Woodworking Plants	Storage or processing of lumber exceeding 100,000 board feet (8,333 ft ³) (236 m ³)
Liquid- or gas-fueled vehicles or equipment in assembly buildings	Display, operation or demonstration of liquid- or gas-fueled vehicles or equipment in assembly buildings
LP Gas	1. Storage and use of LP-gas Exception: A permit is not required for individual containers with a 500-gallon (1893 L) water capacity or less serving occupancies in Group R-3. 2. Operation of cargo tankers that transport LP-gas.
Magnesium	Melting, casting, heat treating or grinding more than 10 pounds (4.54 kg) of magnesium
Miscellaneous Combustible Storage	Storing in any building or upon any premises in excess of 2,500 cubic feet (71 m ³) gross volume of combustible empty packing cases, boxes, barrels or similar containers, rubber tires, rubber, cork or similar combustible material
Open Burning	Contact Fire District Directly at 425.334.3034
Open Flames and Torches	Removing paint with a torch; or using a torch or open-flame device in a hazardous fire area
Open Flames and Candles	Using open flames or candles in connection with assembly areas, dining areas of restaurants or drinking establishments
Organic Coatings	Any organic-coating manufacturing operation producing more than 1 gallon (4 L) of an organic coating in one day

CITY OF LAKE STEVENS

RESOLUTION NO. 2012-1
 FEES, DEPOSITS, AND FINES

Places of Assembly	Operating a place of assembly
Pyrotechnic special effects material	Use and handling of pyrotechnic special effects material
Pyroxylin Plastics	Storage or handling of more than 25 pounds (11 kg) of cellulose nitrate (pyroxylin) plastics and for the assembly or manufacture of articles involving pyroxylin plastics
Refrigeration Equipment	Operation of a mechanical refrigeration unit or system regulated by IFC 6
Repair garages and motor fuel-dispensing facilities.	Operation of repair garages and automotive, marine and fleet motor fuel-dispensing facilities
Rooftop Heliport	Operation of a rooftop heliport
Spraying and Dipping	Conducting a spraying or dipping operation utilizing flammable or combustible liquids or the application of combustible powders regulated by IFC 15
Storage of scrap tires and tire byproducts	Establishing, conducting or maintaining storage of scrap tires and tire byproducts that exceeds 2,500 cubic feet (71m3) of total volume of scrap tires and for indoor storage of tires and tire byproducts
Temporary Membrane Structures, Tents & Canopies	The fees for this permit are in Table B. An operational permit is not required – but a construction permit is required under Table B.
Tire-rebuilding Plants	Operation and maintenance of a tire-rebuilding plant
Waste Handling	Operation of wrecking yards, junk yards and waste material-handling facilities
Wood products	Storing chips, hogged material, lumber or plywood in excess of 200 cubic feet (6 m3)

PASSED BY THE CITY COUNCIL OF THE CITY OF LAKE STEVENS THIS 9th DAY OF April, 2012.

ATTEST:

 Vern Little, Mayor

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

APPROVED AS TO FORM:

 Grant K. Weed, City Attorney



LAKE STEVENS CITY COUNCIL
STAFF REPORT

Council Agenda Date: 9 April 2012

Subject: Award Contract to Precision Electric Group to perform electrical services for the City Shop

Contact Mick Monken **Budget Impact:** \$9,610.45
Person/Department: Public Works

RECOMMENDATION(S)/ACTION REQUESTED OF COUNCIL: Award the contract to Percision Electric Group Inc to perform electrical services for the City Shop in an amount of \$9,110.45 and authorize a management reserve in the amount of \$500.00.

SUMMARY/BACKGROUND: In 2010 the City purchased an existing building facility for the City Shop. Over the past two years the City has been performing upgrades to the facilities for safety, operations, and function. The work under this contract agreement is to perform electrical upgrades to the City Shop to connect into the waste oil heater, lighting, power service into an emergency shower and restroom facility, and to perform some safety improvement to the electric service panel. Shop improvement budget for 2012 is \$28,962 and of this amount \$10,000 was allocated for the electrical work.

The City sought proposals through three contractors with only two responses. The high bid was \$12,651.90.

In this action a \$500 management reserved is included for contingencies in the event that additional work is needed. This reserve allows staff to provide change orders up to \$500 without having to bring this back before the Council for authorization.

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

BUDGET IMPACT: \$9,610.45

ATTACHMENTS:

- ▶ Exhibit A: Small Works Contract for Precision Electric Group Inc

EXHIBIT A

**SMALL PUBLIC WORKS CONTRACT
(under \$35,000)
FOR
Electrical Power Services for the City Shop
(Project Number - 12014)**

THIS SMALL PUBLIC WORKS CONTRACT (“Contract”) is made and entered into this ___ day of _____, 2012, by and between *Precision Electric Group* (“Contractor”), and the City of Lake Stevens, a municipal corporation (“City”).

WHEREAS, the City desires to have performed electrical power services for the City Shop that includes service cabinet upgrades, safety improvements, and connection of existing power needs including lighting, waste oil heater, and ventilation extractor fan located at 2306 131st Avenue NE, Lake Stevens, Washington; and

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

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

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

1. Scope of Work—the Project.

The Contractor shall perform, carry out and complete the **Electrical Power Services for the City Shop** (“Project”) in accordance with this Contract and the incorporated Contract Documents specified in Section 2. The Project shall be completed no later than 30 May 2012.

2. Contract Documents.

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

- a. Bid Proposal with Scope of Work (Attachment A).
- b. NEC 2006 (Laws, Rules & Reg. for Installing El. Wires & Equip. (WAC) 296-46b)
- c. IBC 2009

d. Addenda (**if any**)

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

3. Commencement of Work.

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

- a. Contract has been signed and fully executed by the parties.
- b. The Contractor has provided the City with the certificates of insurance required under Section 22.
- c. The Contractor has obtained a City of Lake Stevens Business License.
- d. The Contractor has provided the City with satisfactory documentation that the Contractor is licensed and bonded as a contractor in the Washington State.

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

4. Time is of the Essence/Liquidated Damages.

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

5. Payment for Project.

a. Total Contract Sum for Project. Excluding approved change orders, the City shall pay the Contractor for satisfactory completion of the Project under the Contract a total Contract Sum not to exceed **\$9,110.45** (nine thousand one hundred ten dollars and forty five cents) in accordance with the bid price in the Bid Proposal and including all applicable Washington State Sales Tax. The total Contract Sum includes all expenses and costs incurred in planning, designing and constructing the Project, including, but not limited to, applicable sales and use taxes, costs and expenses for overhead, profit, labor, materials, supplies, permits, subcontractors, consultants, and professional services necessary to construct and complete the Project.

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

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

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

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

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

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

- v. Releases from all of the Contractor's subcontractors and/or suppliers have been provided to the City, or the period for filing claims by said subcontractors and/or suppliers has expired without claims being filed.

g. **Final Acceptance.** Final Acceptance of the Project is determined when the Project is accepted by the Public Works Director as being one hundred percent (100%) complete.

h. **Payment in the Event of Termination.** In the event this Contract is terminated by either party, the Contractor shall not be entitled to receive any further amounts due under this Contract until the work specified in the Scope of Work is satisfactorily completed, as scheduled, up to the date of termination. At such time, if the unpaid balance of the amount to be paid under the Contract exceeds the expense incurred by the City in finishing the work, and all damages sustained by the City or which may be sustained by the City or which may be sustained by the reason of such refusal, neglect, failure or discontinuance of the Contractor performing the work, such excess shall be paid by the City to the Contractor. If the City's expense and damages exceed the unpaid balance, the Contractor and his surety shall be jointly and severally liable therefore to the City and shall pay such difference to the City. Such expense and damages shall include all reasonable legal expenses and costs incurred by the City to protect the rights and interests of the City under the Contract.

i. **Maintenance and Inspection of Financial Records.** The Contractor and its subcontractors shall maintain reasonable books, accounts, records, documents and other evidence pertaining to the costs and expenses allowable, and the consideration paid under this Contract, in accordance with reasonable and customary accepted accounting practices. All such books of account and records required to be maintained by this Contract shall be subject to inspection and audit by representatives of the City and/or of the Washington State Auditor at all reasonable times, and the Contractor shall afford the proper facilities for such inspection and audit to the extent such books and records are under control of the City, and all Project Contracts shall similarly provide for such inspection and audit rights. Such books of account and records may be copied by representatives of the City and/or of the Washington State Auditor where necessary to conduct or document an audit. The Contractor shall preserve and make available all such books of account and records in its control for a period of three (3) years after final payment under this Contract, and Bunker Repair Project subcontracts shall impose similar duties on the subcontractors.

6. Term of Contract.

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

7. Termination of Contract.

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

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

8. Status of the Contractor.

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

9. Permits.

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

10. Business License Required.

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

11. Work Ethic.

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

12. City Ownership of Work Products.

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

13. Job Safety.

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

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

professional engineer required by WAC 296-155-650 and -655.

14. Prevailing Wages.

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

15. Taxes and Assessments.

The Contractor shall be solely responsible for compensating its employees, agents, and/or subcontractors and for paying all related taxes, deductions, and assessments, including, but not limited to, applicable use and sales taxes, federal income tax, FICA, social security tax, assessments for unemployment and industrial injury, and other deductions from income which may be required by law or assessed against either party as a result of this Contract.

16. Nondiscrimination Provision.

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

17. The Americans with Disabilities Act.

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

18. Compliance With Law.

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

19. Guarantee of Work.

- a. The Contractor guarantees and warrants all of its work, materials, and equipment

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

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

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

20. Contractor's Risk of Loss.

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

21. Indemnification and Hold Harmless.

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

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

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

d. The Contractor specifically and expressly waives any immunity that may be granted it under the Washington State Industrial Insurance Act, Title 51 RCW, as provided in RCW 4.24.115. The indemnification obligation under this Contract shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable to or for any third party under workers compensation acts, disability benefits acts, or other employee

benefits acts; provided the Contractor's waiver of immunity by the provisions of this paragraph extends only to claims against the Contractor by the City and does not include, or extend to, any claims by the Contractor's employees directly against the Contractor. The obligations of the Contractor under this subsection have been mutually negotiated by the parties hereto, and the Contractor acknowledges that the City would not enter into this Contract without the waiver thereof the Contractor.

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

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

22. Insurance.

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

a. Minimum Scope of Insurance.

The Contractor shall obtain insurance of the types described below:

- i. Automobile Liability insurance covering all owned, non-owned, hired and leased vehicles. Coverage shall be written on Insurance Services Office (ISO) form CA 00 01 or a substitute form providing equivalent liability coverage. If necessary, the policy shall be endorsed to provide contractual liability coverage.
- ii. Commercial General Liability insurance shall be written on ISO occurrence form CG 00 01 and shall cover liability arising from premises, operations, stop gap liability, independent contractors, products-completed operations, personal injury and advertising injury, and liability assumed under an insured contract. The Commercial General Liability insurance shall be endorsed to provide the Aggregate Per Project Endorsement ISO form CG 25 03 11 85. There shall be no endorsement or modification of the Commercial General Liability insurance for liability arising from explosion, collapse or underground property damage. The City shall be named as an insured under the Contractor's Commercial General Liability insurance policy with respect to the work performed for the City using ISO Additional Insured endorsement CG 20 10 10 01 and Additional Insured-

Completed Operations endorsement CG 20 37 10 01 or substitute endorsements providing equivalent coverage.

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

b. Minimum Amounts of Insurance.

The Contractor shall maintain the following insurance limits:

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

c. Other Insurance Provisions.

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

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

- d. Acceptability of Insurers.

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

- e. Verification of Coverage.

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

- f. Contractor's Insurance for Other Losses.

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

- g. Subcontractors.

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

- h. Waiver of Subrogation.

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

property insurance applicable to the work. The policies shall provide such waivers by endorsement or otherwise.

i. Notice of Cancellation of Insurance.

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

23. Assignment and Subcontractors.

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

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

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

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

e. The Contractor shall be fully responsible for all acts and omissions of its assignees, subcontractors and of persons and organization directly or indirectly employed by it and of persons and organizations for whose acts any of them may be liable to the same extent that it is responsible for the acts and omissions of person directly employed by it.

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

24. Severability.

a. If a court of competent jurisdiction holds any part, term or provision of this

Contract to be illegal or invalid, in whole or in part, the validity of the remaining provisions shall not be affected, and the parties' rights and obligations shall be construed and enforced as if the Contract did not contain the particular provision held to be invalid.

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

25. Integration and Supersession.

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

26. Non-Waiver.

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

27. Survival.

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

28. Contract Representatives and Notices.

This Contract shall be administered for the City by the City's Contract Representative **Scott Wicken**, and shall be administered for the Contractor by the Contractor's Contract Representative **Jeremiah R Shelton**. Unless stated otherwise herein, all notices and demands shall be in writing and sent or hand-delivered to the parties at their addresses as follows:

To the City: Scott Wicken, Public Works Superintendent
 City of Lake Stevens
 Department of Public Works
 1812 Main Street
 Lake Stevens, WA 98258-0257
 425-212-3312

To the Contractor: Terry Du Beau
 Precision Electric Group Inc
 15323 NE 90th Street
 Redmond, WA 98052
 425-823-8655

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

29. Third Parties.

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

30. Governing Law.

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

31. Venue.

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

32. Attorney Fees.

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

33. Authority.

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

34. Counterparts.

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

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

CITY OF LAKE STEVENS

CONTRACTOR

By: _____
Vern Little, Mayor

By: _____

Print Name: _____

Title: _____

Approved as to form:

Grant Weed, City Attorney

Acknowledgement of Waiver of the Contractor's Industrial Insurance Immunity:

City

Contractor

ATTACHMENTS:

- a. Bid Proposal with Scope of Work.

p:\public works\projects\2012 projects\12002 - lundeen park - rr & shelter roofing\ctr - lundeen park-small works contract-12212011-ptm.docx

ATTACHMENT A

Bid Proposal with Scope Included

**PRECISION ELECTRIC GROUP
INC**

Date: February 20, 2012 **Phone:** 425.508.3444
To: Scott Wicken / Monte Ervin – City of Lake Stevens **Fax:** 425.334.0835
From: Terry Du Beau
Re: **100 amp Sub-Panel & Machine Hookup**

Precision Electric Group will provide labor, materials & equipment to complete the following scope of work:

Scope: Provide & install 1 new 100 amp 3 phase Sub-Panel in the main shop area, provide power to the new waste oil fired heater, disconnect extractor fan at Fire Station & reinstall extractor fan at 2306 131st NE. Coordinate work on site with Monte Ervin.

- 1 – 100 amp 250 volt 3 pole Westinghouse breaker. (Sub-Panel breaker)
- 1 – Siemens 100 amp 250 volt 3 phase 30 space loads center (Panel) with cover.
- 1 – Siemens 20 amp 2 pole breaker. (Waste Oil Heater)
- 1 – Siemens 20 amp 3 pole breaker. (extractor fan)
- 1 – 30 amp fused disconnect switch.
- 2 – 20 amp 250 volt Time-Delay fuses.
- Lot – Demo Extractor fan & control switching from Fire Station & use at the vehicle maintenance shop.
- 1 – Scissor lift. (furnished by owner).
- 1 – Electrical permit.

This proposal has been calculated with work being performed during normal business hours.

Proposal: **\$6,536.00 + tax**

Thank you for the opportunity.
Sincerely,

Terry Du Beau
Estimator / Project Manager

Exclusions: N/A

**PRECISION ELECTRIC GROUP
INC**

Date: February 14, 2012 **Phone:** 425.508.3444
To: Scott Wicken / Monte Ervin – City of Lake Stevens **Fax:** 425.334.0835
From: Terry Du Beau
Re: **New Restroom Power**

Precision Electric Group will provide labor, materials & equipment to complete the following scope of work:

Scope: Provide & install power, lighting & exhaust fan to accommodate the new restroom / shower at 2306 131st NE.

- 2 – 2 lamp 120 volt vapor-proof fluorescent fixtures.
- 1 – 20 amp GFCI receptacle.
- 1 – 20 amp 1 pole switch.
- 1 – 1 pole 20 amp Westinghouse breaker.
- 1 – Nutone 90 CFM exhaust fan. (ducting by others)
- 1 – Scissor lift. (furnished by owner).
- 1 – Electrical permit.

This proposal has been calculated with work being performed during normal business hours.

Proposal: **\$1,853.00 + tax**

Thank you for the opportunity.
Sincerely,

Terry Du Beau
Estimator / Project Manager

Exclusions: N/A

BID SUMMARY	
Heater & Service	\$6,536.00
Lighting & RR	\$1,853.00
Sub Total	\$8,389.00
WSST @ 8.6%	\$721.45
TOTAL Bid Amount	\$9,110.45



LAKE STEVENS CITY COUNCIL
STAFF REPORT

Council Agenda Date: 9 April 2012

Subject: SR 9/SR 204 Future Intersection Improvements Study

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

RECOMMENDATION(S)/ACTION REQUESTED OF COUNCIL: This is a Discussion Item – WSDOT will be seeking comments from the Council on a preferred design layout.

SUMMARY/BACKGROUND: In 2010 the City secured funding from the State to perform a study of the SR 9/SR 204 intersection with a focus on improved access to the Frontier Village area. WSDOT took the lead on this study effort and by mid 2010 began collecting information from businesses, local property owners, and the public to aid in the development of alternatives. Several alternatives were developed and were presented to the community at a community workshop in early 2011.

The workshop was comprised of members of the Lake Stevens Chamber, business owners, commercial property owners, citizens, Council members, and WSDOT and City staff. The workshop was to review and provide input to alternatives that were developed by WSDOT. The potential improvements alternatives were comprise of adding lanes, flyover ramp/s, interchange including a roundabout, and a single point urban interchange. The key outcomes were: 1) elevate one of the highways to relieve congestion; 2) roundabout in combination with other improvements should be considered; and 3) local street system (ie: Lundeen and Market) should be better utilized to relieve congestion on SR 9/SR 204. The alternatives and feedback from the workshop was presented to the Council in the Spring 2011. A concern was expressed about the elevated highway obstructing the views. WSDOT said that they would review the feasibility of going below grade on the highway.

Following the workshop, WSDOT had incorporated the workshop and Council feedback in the concept improvement plans and performed traffic modeling to determine how each of the alternatives would operate. This was done in coordinate with the City so that the subarea traffic impacts could be incorporated.

WSDOT will be presenting this information at this meeting to have discussion on the outcome and to receive comments from the City Council. The focus of WSDOT is to have a completed pre-design so that funding can be sought.

APPLICABLE CITY POLICIES: NA

BUDGET IMPACT: NA

ATTACHMENTS:

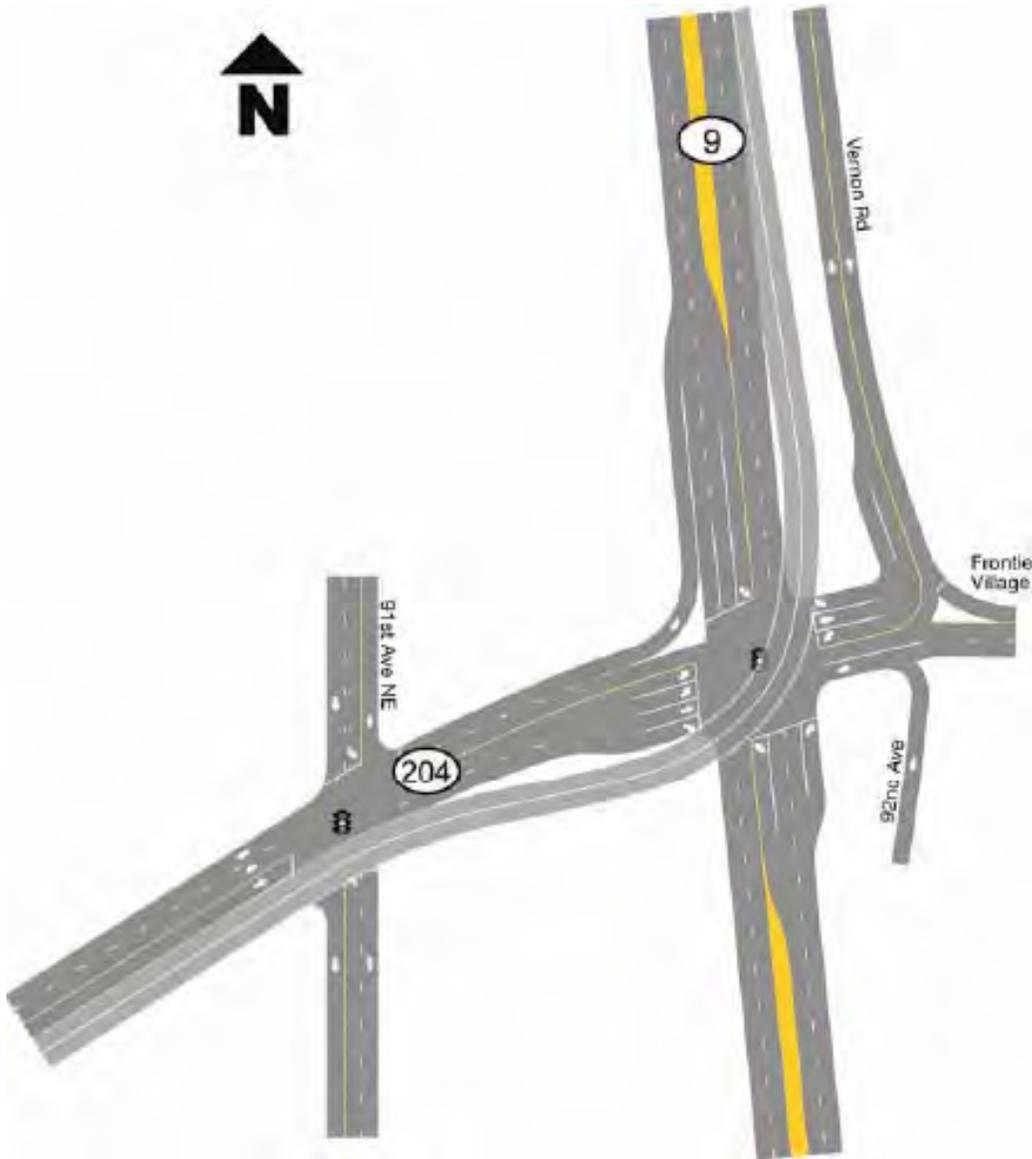
- ▶ Exhibit A: Alternatives Presented at the 2011 Community Workshop

Exhibit A
Alternatives Presented at the 2011 Community Workshop

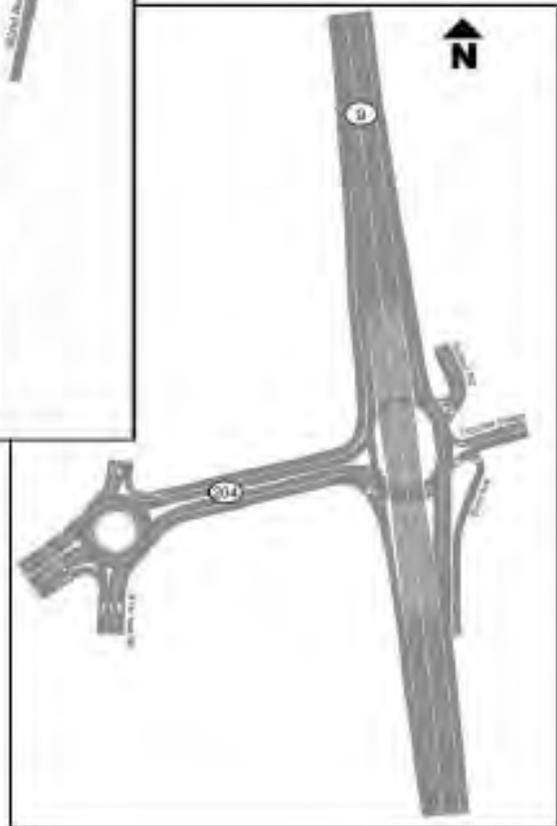
Adding Lanes



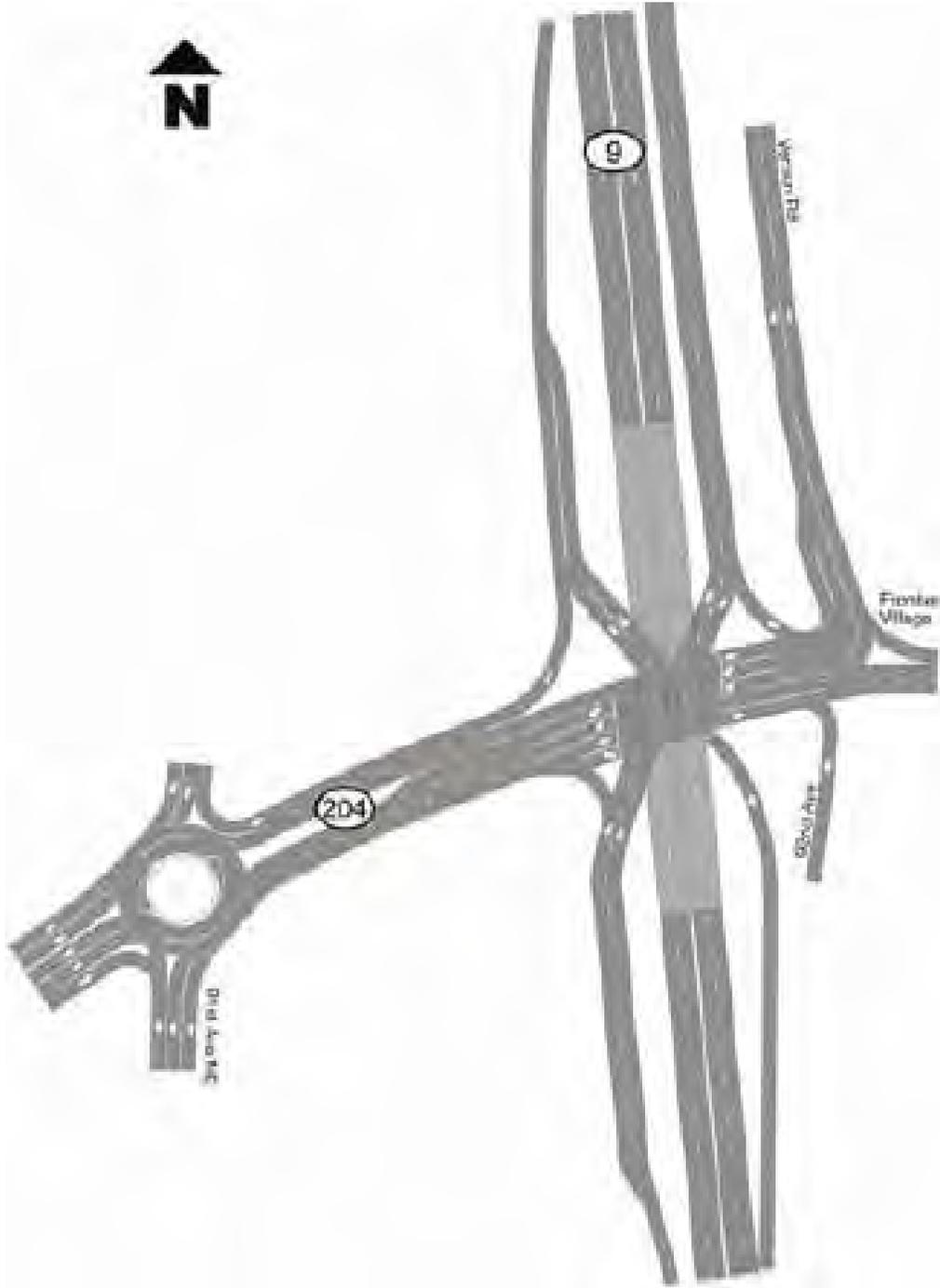
Flyover



Interchange – Diamond & Roundabout layout



Single Point Urban Interchange (SPUI)





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