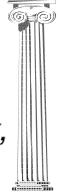


City of Lake Stevens Vision Statement



By 2030, we are a sustainable community around the lake with a vibrant economy, unsurpassed infrastructure and exceptional quality of life.

CITY COUNCIL REGULAR MEETING AGENDA
Lake Stevens School District Educational Service Center (Admin. Bldg.)
12309 22nd Street NE, Lake Stevens
Monday, October 14, 2013 - 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:** A. Aquafest.
- RECOGNITION:** A. Appreciation for outstanding volunteer services to the City by The Church of Jesus Christ of Latter Day Saints. John
- CONSENT AGENDA:** *A. Approve October vouchers. Barb
*B. Approve Council regular meeting minutes of September 23, 2013. Carin
*C. Approve Council workshop meeting minutes of September 30, 2013. Norma
- ACTION ITEMS:** *A. First and final reading of Ordinance No. 901, consent to transfer franchise from Black Rock Cable Inc. to Astound Broadband LLC. Troy
*B. Adopt Resolution 2013-10, authorizing the Mayor to execute Interlocal Agreement for the City to participate in the AWC Self-Insured Health Insurance Program and be subject to assessments. Steve
*C. Appointment of Danny Pitocco to the Civil Service Commission. John
*D. Approve Snohomish County Interlocal Agreement for Municipal Road and Street Services to perform maintenance and emergency services. Mick
*E. Adopt Resolution No. 2013-12, fees amendment. Mick
- DISCUSSION ITEMS:** A. Proposed 2014 Budget. Barb
*B. 2013 Parks and Recreation Element update. Becky/
Russ
- COUNCIL PERSON'S BUSINESS:**

Lake Stevens City Council Regular Meeting Agenda

October 14, 2013

MAYOR'S BUSINESS:

STAFF REPORTS:

**INFORMATION
ITEMS:**

**EXECUTIVE
SESSION:**

ADJOURN:

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

Special Needs

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

NOTICE:

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

**BLANKET VOUCHER APPROVAL
 2013**

We, the undersigned Council members of the City of Lake Stevens, Snohomish County, Washington, do hereby certify that the merchandise or services hereinafter specified have been received and that the following vouchers have been approved for payment:

Payroll Direct Deposits	907759-907820	\$114,083.02
Payroll Checks	35753	\$2,435.93
Electronic Funds Transfers	644-650	\$136,294.14
Claims	35751-35752, 35754-35755, 35757-35850	\$188,457.49
Void Checks		
Tax Deposit(s)	10/1/2013	\$44,307.97
Total Vouchers Approved:		\$485,578.55

This 14th day of October 2013:

 Mayor

 Councilmember

 Finance Director

 Councilmember

 Councilmember

 Councilmember



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Direct Deposit Register

26-Sep-2013

Wells Fargo - AP

Lake Stevens

Direct Deposits to Accounts

26-Sep-2013	<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	\$77.77	644	Wells Fargo	121000248	4159656917
Total:			\$77.77		Count:	1.00	

Direct Deposit Summary

<i>Type</i>	<i>Count</i>	<i>Total</i>
C	1	\$77.77

Pre-Note Transactions

Direct Deposit Register

01-Oct-2013

Wells Fargo - AP

Lake Stevens

Direct Deposits to Accounts

01-Oct-2013	<u>Vendor</u>	<u>Source</u>	<u>Amount</u>	<u>Draft#</u>	<u>Bank Name</u>	<u>Transit</u>	<u>Account</u>
12112	AFLAC	C	\$1,760.98	645	Wells Fargo	121000248	4159656917
101	Assoc. Of Washington Cities	C	\$76,179.67	646	Wells Fargo	121000248	4159656917
9407	Department of Retirement (Pers	C	\$51,795.73	647	Wells Fargo	121000248	4159656917
9408	NATIONWIDE RETIREMENT SOL	C	\$1,323.25	648	Wells Fargo	121000248	4159656917
1418	Standard Insurance Company	C	\$4,754.28	649	Wells Fargo	121000248	4159656917
9405	Wash State Support Registry	C	\$402.46	650	Wells Fargo	121000248	4159656917
Total:			\$136,216.37		Count:	6.00	

Direct Deposit Summary

<i>Type</i>	<i>Count</i>	<i>Total</i>
C	6	\$136,216.37

Pre-Note Transactions

Detail Check Register

23-Sep-13

Lake Stevens

Check No	Check Date	VendorNo	Vendor	Check Amount		
35751	23-Sep-13	969	Business Card			\$4,158.62
09/13 0979			Lock Out kit/Det GearAWC Training	\$390.79	\$0.00	\$390.79
001008521002600			Law Enforcment Clothing	\$78.80		
001008521003104			Law Enforcement-Operating Cost	\$170.64		
001008521004300			Law Enforce - Travel & Mtgs	\$91.35		
001008521004901			Law Enforcement - Staff Develo	\$50.00		
09/13 1056			Police chief interviews/Mtg & Op cos	\$277.81	\$0.00	\$277.81
001003513104200			Administration-Communications	\$37.86		
001007558003200			Planning-Operating Costs	\$17.54		
001008521004300			Law Enforce - Travel & Mtgs	\$222.41		
09/13 7750			20th st Mailbox/pkg/Signs/mailing/S	\$1,735.68	\$0.00	\$1,735.68
001007558004400			Planning - Advertising	\$27.74		
101016542004300			Street Fund - Travel & Mtgs	\$51.54		
101016542640000			Street Fund - Traffic Control	\$625.62		
108016595610000			20th St. Sidewalk Program	\$1,030.78		
09/13 8877			CPS Cert/Radio Earpiece/Postage	\$555.84	\$0.00	\$555.84
001008521003100			Law Enforcement - Office Suppl	\$8.69		
001008521003104			Law Enforcement-Operating Cost	\$97.15		
001008521004200			Law Enforcement - Communicatio	\$400.00		
001008521004901			Law Enforcement - Staff Develo	\$50.00		
09/13 8957			AWC reg/ID badge/Council Cmbr s	\$3.97	\$0.00	\$3.97
001001511603100			Legislative - Operating Costs	\$24.97		
001007558004300			Planning - Travel & Mtgs	(\$40.00)		
101016542003102			Street Fund Operating Costs	\$19.00		
09/13/1324			ICSC/Wa Ath Econ Event/pkg	\$1,194.53	\$0.00	\$1,194.53
001007558004300			Planning - Travel & Mtgs	\$134.53		
001007558400001			Planning - Staff Development	\$260.00		
001007558804111			Planning-Economic Development	\$800.00		
35752	23-Sep-13	860	Lake Stevens Sewer District			\$675.00
09/13			Utilities - sewer	\$675.00	\$0.00	\$675.00
001008521004700			Law Enforcement - Utilities	\$150.00		
001010576804700			Parks - Utilities	\$150.00		
001012572504700			Library - Utilities	\$75.00		
001013519904700			General Government - Utilities	\$300.00		
Total Of Checks:						\$4,833.62

Detail Check Register

01-Oct-13

Lake Stevens

Check No	Check Date	VendorNo	Vendor	Check Amount	
35754	01-Oct-13	14051	Raymond Anderson		\$73.13
2013 Boots		2013 Prorated Boot Allowance		\$73.13	\$0.00
001010576802600		Parks - Clothing		\$24.38	
101016542002600		Street Fund - Clothing		\$24.38	
410016542402600		Storm Water-Clothing		\$24.37	
35755	01-Oct-13	13824	Wash Teamsters Welfare Trust		\$1,308.60
10/2013		Insurance Premiums		\$1,308.60	\$0.00
001010576802000		Parks - Benefits		\$58.16	
101016542002000		Street Fund - Benefits		\$625.22	
410016542402000		Storm Water - Benefits		\$625.22	
Total Of Checks:					\$1,381.73

Detail Check Register

10-Oct-13

Lake Stevens

Check No	Check Date	VendorNo	Vendor			Check Amount
35757	14-Oct-13	1579	ACE HARDWARE			\$611.02
39525			2x4 lumber	\$99.11	\$0.00	\$99.11
	101016542640000		Street Fund - Traffic Control	\$99.11		
39566			Paint brushes/mix container	\$70.84	\$0.00	\$70.84
	001010576803103		Parks-Lundeen-Operating Costs	\$70.84		
39610			Pad locks	\$97.67	\$0.00	\$97.67
	101016542003102		Street Fund Operating Costs	\$73.25		
	410016542403102		Storm Water - Operating Costs	\$24.42		
39633			Emergency tools for patrol car	\$57.49	\$0.00	\$57.49
	001008521003104		Law Enforcement-Operating Cost	\$57.49		
39678			Bldg light and bulbs	\$118.81	\$0.00	\$118.81
	001008521003104		Law Enforcement-Operating Cost	\$118.81		
39710			Paint for PD bldg	\$69.48	\$0.00	\$69.48
	001008521003104		Law Enforcement-Operating Cost	\$69.48		
39774			Dehumidifier Evidence Room	\$49.87	\$0.00	\$49.87
	001008521003104		Law Enforcement-Operating Cost	\$49.87		
39822			Surge Protectors	\$47.75	\$0.00	\$47.75
	001008521003104		Law Enforcement-Operating Cost	\$47.75		
35758	14-Oct-13	1579	ACE HARDWARE			\$166.90
39519			Toilet gaskets	\$22.77	\$0.00	\$22.77
	001013519903100		General Government - Operating	\$22.77		
39537			Pipe auger	\$18.45	\$0.00	\$18.45
	001013519903100		General Government - Operating	\$18.45		
39583			Trowel/concrete edger/fasteners	\$39.42	\$0.00	\$39.42
	101016542003102		Street Fund Operating Costs	\$39.42		
39586			Wax rings for toilet	\$12.47	\$0.00	\$12.47
	001013519903100		General Government - Operating	\$12.47		
39650			Grass seed	\$15.19	\$0.00	\$15.19
	101016542640000		Street Fund - Traffic Control	\$15.19		

Detail Check Register

10-Oct-13

Lake Stevens

Check No	Check Date	VendorNo	Vendor		Check Amount	
39704			Tamper Bit set	\$16.28	\$0.00	\$16.28
		001008521003104	Law Enforcement-Operating Cost	\$16.28		
39777			Spray wall texture	\$18.45	\$0.00	\$18.45
		001008521003104	Law Enforcement-Operating Cost	\$18.45		
39809			Flashlight batteries	\$23.87	\$0.00	\$23.87
		001008521003104	Law Enforcement-Operating Cost	\$23.87		
35759	14-Oct-13	1579	ACE HARDWARE			\$20.61
39384			Bulbs and outlet	\$10.30	\$0.00	\$10.30
		001010575304901	Historical Museum	\$10.30		
39760			Toilet handle Library	\$10.31	\$0.00	\$10.31
		001012572503100	Library - Office And Operating	\$10.31		
35760	14-Oct-13	12921	ADVANTAGE BUILDING SERVICES			\$651.70
13-0505			Janitorial Services	\$651.70	\$0.00	\$651.70
		001007558004100	Planning - Professional Servic	\$27.31		
		001007559004100	Building Department - Professi	\$27.31		
		001008521004100	Law Enforcement - Professional	\$285.00		
		001010576804100	Parks - Professional Services	\$18.20		
		001013519904100	General Government - Professio	\$148.20		
		001013555504100	Community Center - Cleaning	\$109.25		
		101016542004100	Street Fund - Professional Ser	\$18.21		
		410016542404101	Storm Water - Professional Ser	\$18.22		
35761	14-Oct-13	14055	Amelia Mimura			\$75.00
Refund			Refund SPC2013-0027	\$75.00	\$0.00	\$75.00
		001000322900001	Event Permits	\$75.00		
35762	14-Oct-13	934	BLR			\$417.00
15274451-R5			Publication-Employment Law Letter	\$417.00	\$0.00	\$417.00
		001003516104101	Human Resources-Staff Developm	\$350.00		
		001003516104900	Human Resources-Miscellaneous	\$67.00		
35763	14-Oct-13	179	Blumenthal Uniforms			\$1,507.63
17430			Nelson detective ballistic vest	\$305.65	\$0.00	\$305.65
		001008521002600	Law Enforcment Clothing	\$305.65		
19236			Uniform Commendations	\$85.20	\$0.00	\$85.20
		001008521002600	Law Enforcment Clothing	\$85.20		

Detail Check Register

10-Oct-13

Lake Stevens

Check No	Check Date	VendorNo	Vendor		Check Amount
19236-01			Uniform Commendations	\$97.14	\$0.00 \$97.14
001008521002600			Law Enforcment Clothing	\$97.14	
19720			Body Armor - Berhhard	\$131.68	\$0.00 \$131.68
001008521002600			Law Enforcment Clothing	\$131.68	
24289			New Officer / N. Adams #127	\$536.24	\$0.00 \$536.24
001008521002600			Law Enforcment Clothing	\$536.24	
24407			Adams Academy Gear	\$351.72	\$0.00 \$351.72
001008521002600			Law Enforcment Clothing	\$351.72	
35764	14-Oct-13	11952	Carquest Auto Parts Store		\$28.55
2421-193682			Batteries	(\$73.85)	\$0.00 (\$73.85)
101016542003102			Street Fund Operating Costs	(\$55.39)	
410016542403102			Storm Water - Operating Costs	(\$18.46)	
2421-196022			Oil and filters	\$102.40	\$0.00 \$102.40
101016542003102			Street Fund Operating Costs	\$76.80	
410016542403102			Storm Water - Operating Costs	\$25.60	
35765	14-Oct-13	13969	Child Advocacy Center		\$1,807.86
447			Q3.2013 Child interview services	\$1,807.86	\$0.00 \$1,807.86
001008521004100			Law Enforcement - Professional	\$1,807.86	
35766	14-Oct-13	13776	Chris L Griffen		\$240.00
3Z0563992			Public defender services	\$240.00	\$0.00 \$240.00
001013512800000			Court Appointed Attorney Fees	\$240.00	
35767	14-Oct-13	274	City of Everett		\$5,140.00
I13002197			Animal shelter services July 2013	\$2,325.00	\$0.00 \$2,325.00
001008539004100			Code Enforcement - Professiona	\$2,325.00	
I13002366			Animal shelter svcs Aug 2013	\$2,635.00	\$0.00 \$2,635.00
001008539004100			Code Enforcement - Professiona	\$2,635.00	
I13002501			Lab analysis	\$180.00	\$0.00 \$180.00
410016542404101			Storm Water - Professional Ser	\$180.00	
35768	14-Oct-13	276	City Of Lake Stevens		\$34.30
13-0505			Retainage - Advantage	\$34.30	\$0.00 \$34.30

Detail Check Register

10-Oct-13

Lake Stevens

Check No	Check Date	VendorNo	Vendor	Check Amount	
001007558004100			Planning - Professional Servic	\$1.44	
001007559004100			Building Department - Professi	\$1.44	
001008521004100			Law Enforcement - Professional	\$15.00	
001010576804100			Parks - Professional Services	\$0.96	
001013519904100			General Government - Professio	\$7.80	
001013555504100			Community Center - Cleaning	\$5.74	
101016542004100			Street Fund - Professional Ser	\$0.96	
410016542404101			Storm Water - Professional Ser	\$0.96	
35769	14-Oct-13	13030	COMCAST		\$85.71
09/13 0810218			Internet services - Lakeshore Dr	\$85.71	\$0.00
001008521003104			Law Enforcement-Operating Cost	\$85.71	
35770	14-Oct-13	13030	COMCAST		\$75.71
09/13 0692756			Internet services - Market PI Station	\$75.71	\$0.00
001008521004200			Law Enforcement - Communicatio	\$75.71	
35771	14-Oct-13	322	Concrete NorWest		\$1,517.16
909473			Concrete for bases for school zone	\$758.58	\$0.00
101016542640000			Street Fund - Traffic Control	\$758.58	
911310			Concrete for bases for school zone	\$758.58	\$0.00
101016542640000			Street Fund - Traffic Control	\$758.58	
35772	14-Oct-13	91	Corporate Office Supply		\$836.32
143385i			office supplies	\$271.65	\$0.00
001008521003100			Law Enforcement - Office Suppl	\$271.65	
143400i			office supplies	\$65.11	\$0.00
001008521003100			Law Enforcement - Office Suppl	\$65.11	
143677i			office supplies	\$175.95	\$0.00
001008521003100			Law Enforcement - Office Suppl	\$175.95	
143721i			office supplies and toner	\$192.04	\$0.00
001008521003100			Law Enforcement - Office Suppl	\$192.04	
143747			Electric Stapler	(\$93.34)	\$0.00
001008521003100			Law Enforcement - Office Suppl	(\$93.34)	
143939i			office supplies	\$355.01	\$0.00

Detail Check Register

10-Oct-13

Lake Stevens

Check No	Check Date	VendorNo	Vendor	Check Amount	
001008521003100			Law Enforcement - Office Suppl	\$355.01	
143964			Paper return	(\$130.10)	\$0.00 (\$130.10)
001008521003100			Law Enforcement - Office Suppl	(\$130.10)	
35773	14-Oct-13	13903	Crown Films/Custom Bioplastics		\$64.25
80405			Dog Waste bags for park dispenser	\$64.25	\$0.00 \$64.25
001010576803100			Parks - Operating Costs	\$64.25	
35774	14-Oct-13	9386	Crystal and Sierra Springs		\$240.35
5249844100113			Bottled Water	\$240.35	\$0.00 \$240.35
001007558003200			Planning-Operating Costs	\$44.39	
001007559003101			Building Department - Operatin	\$44.38	
001013519903100			General Government - Operating	\$60.30	
101016542003102			Street Fund Operating Costs	\$45.64	
410016542403102			Storm Water - Operating Costs	\$45.64	
35775	14-Oct-13	13084	De Jong Sawdust & Shavings		\$247.07
206081			Topsoil for Lundeen Park for day of	\$247.07	\$0.00 \$247.07
001010576803103			Parks-Lundeen-Operating Costs	\$247.07	
35776	14-Oct-13	420	Department Of Transportation		\$706.26
619601001			Connley Scene Scanning	\$706.26	\$0.00 \$706.26
001008521003104			Law Enforcement-Operating Cost	\$706.26	
35777	14-Oct-13	12800	DEPT OF CORRECTIONS		\$436.83
MCC4591 0813			Work crew	\$436.83	\$0.00 \$436.83
101016542004800			Street Fund - Repair & Mainten	\$281.55	
410016542404800			Storm Water - Repairs & Maint.	\$155.28	
35778	14-Oct-13	13226	Dept. Graphics		\$287.79
5952			PT32 Decal Removal	\$287.79	\$0.00 \$287.79
001008521004800			Law Enforcement - Repair & Mai	\$287.79	
35779	14-Oct-13	456	Dunlap Industrial Hardware		\$516.75
1305781-01			Buoys for swim area	\$419.12	\$0.00 \$419.12
001010576803100			Parks - Operating Costs	\$419.12	
1307015-01			Carhartt overalls	\$97.63	\$0.00 \$97.63
001010576802600			Parks - Clothing	\$34.17	
101016542002600			Street Fund - Clothing	\$63.46	
35780	14-Oct-13	473	Electronic Business Machines		\$220.10
091306			Copier maint	\$151.78	\$0.00 \$151.78

Detail Check Register

10-Oct-13

Lake Stevens

Check No	Check Date	VendorNo	Vendor	Check Amount	
001008521004800			Law Enforcement - Repair & Mai	\$151.78	
091792			Copier Maint	\$68.32	\$0.00 \$68.32
001007558004800			Planning - Repairs & Maint.	\$34.16	
101016542004800			Street Fund - Repair & Mainten	\$17.08	
410016542404800			Storm Water - Repairs & Maint.	\$17.08	
35781	14-Oct-13	13468	Feldman & Lee		\$6,982.00
9/2013			Public Defender svcs	\$6,982.00	\$0.00 \$6,982.00
001013512800000			Court Appointed Attorney Fees	\$6,982.00	
35782	14-Oct-13	13729	Firstline Communications		\$2,840.98
131071			Renewal for Maintenance Support o	\$2,840.98	\$0.00 \$2,840.98
510013519103101			License Renewal/Annual Maint	\$2,840.98	
35783	14-Oct-13	549	Foster Press		\$352.28
32092			Boat Launch Pkg Envelopes	\$352.28	\$0.00 \$352.28
001008521003102			Law Enforcement - Boating Oper	\$352.28	
35784	14-Oct-13	13764	Frontier		\$77.04
09/13 4253340835			Phone service	\$77.04	\$0.00 \$77.04
001013519904200			General Government - Communica	\$25.68	
101016542004200			Street Fund - Communications	\$25.68	
410016542404200			Storm Water - Communications	\$25.68	
35785	14-Oct-13	13010	Grainger		\$131.69
9247240410			Headlamp	\$45.00	\$0.00 \$45.00
101016542660000			Street Fund - Snow & Ice Contr	\$22.50	
410016542403102			Storm Water - Operating Costs	\$22.50	
9248311046			Light Bulbs, epoxy, rope	\$86.69	\$0.00 \$86.69
101016542003102			Street Fund Operating Costs	\$65.02	
410016542403102			Storm Water - Operating Costs	\$21.67	
35786	14-Oct-13	13971	Granite Construction Co		\$966.42
50326			23 school zone signs	\$966.42	\$0.00 \$966.42
101016542640000			Street Fund - Traffic Control	\$966.42	
35787	14-Oct-13	13500	HB Jaeger Co LLC		\$109.90
141788			Storm project on Springbrook Rd	\$109.90	\$0.00 \$109.90
410016542403102			Storm Water - Operating Costs	\$109.90	
35788	14-Oct-13	673	Home Depot		\$273.52
6135642			Plywood for forms for school zone li	\$273.52	\$0.00 \$273.52

Detail Check Register

10-Oct-13

Lake Stevens

Check No	Check Date	VendorNo	Vendor	Check Amount	
101016542640000			Street Fund - Traffic Control	\$273.52	
35789	14-Oct-13	13509	Industrial Supply, Inc		\$86.67
523138			Shovels	\$86.67	\$0.00
101016542003102			Street Fund Operating Costs	\$43.34	
410016542403102			Storm Water - Operating Costs	\$43.33	
35790	14-Oct-13	13869	Ink It Your Way		\$175.87
3862			Michaelson blue polos w/ embroider	\$175.87	\$0.00
001008521002600			Law Enforcment Clothing	\$175.87	
35791	14-Oct-13	12648	IRON MOUNTAIN QUARRY LLC		\$78.45
0220149			Rock	\$78.45	\$0.00
410016542403102			Storm Water - Operating Costs	\$78.45	
35792	14-Oct-13	14053	Jamie Kim		\$212.50
2788			Public Defiender Sevices	\$212.50	\$0.00
001013512800000			Court Appointed Attorney Fees	\$212.50	
35793	14-Oct-13	13863	Johns Cleaning Service		\$149.08
1205			Uniform cleaning	\$149.08	\$0.00
001008521002600			Law Enforcment Clothing	\$149.08	
35794	14-Oct-13	13885	Lake Industries LLC		\$245.23
261515			Hauling spoil from storm water ditch	\$65.23	\$0.00
410016531503104			DOE-G1100060 SW Capacity Exp	\$65.23	
27401			Hauling spoil from storm water ditch	\$90.00	\$0.00
410016531503104			DOE-G1100060 SW Capacity Exp	\$90.00	
27426			Hauling spoil from storm water ditch	\$90.00	\$0.00
410016531503104			DOE-G1100060 SW Capacity Exp	\$90.00	
35795	14-Oct-13	11777	Lake Stevens Fire		\$1,830.00
7169			Q2.2013 Fire fees	\$1,830.00	\$0.00
633000589500000			Fire Dept Fee Remittance	\$1,830.00	
35796	14-Oct-13	852	Lake Stevens Journal		\$323.25
79984			Moratorium Marijuana Facilities	\$53.60	\$0.00
001007558004400			Planning - Advertising	\$53.60	
80006			Help Wanted Permit Specialist	\$72.00	\$0.00

Detail Check Register

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Lake Stevens

Check No	Check Date	VendorNo	Vendor	Check Amount	
001007558004400			Planning - Advertising	\$72.00	
80010			Moratorium Marijuana Facilities	\$53.60	\$0.00
001007558004400			Planning - Advertising	\$53.60	
80011			LUA2013-0008 Parks & Rec update	\$50.25	\$0.00
001007558004400			Planning - Advertising	\$50.25	
80090			LUA2013-0106 S&G Prelim	\$93.80	\$0.00
001007558004400			Planning - Advertising	\$93.80	
35797	14-Oct-13	12751	LAKE STEVENS POLICE GUILD		\$957.00
10/01/13			Union Dues	\$957.00	\$0.00
001000281000000			Payroll Liabilities	\$957.00	
35798	14-Oct-13	9340	Lake Stevens School District		\$8,146.05
771			Fuel	\$2,364.72	\$0.00
001007559003200			Building Department - Fuel	\$51.77	
001010576803200			Parks - Fuel Costs	\$36.17	
101016542003200			Street Fund - Fuel	\$2,004.64	
410016542403200			Storm Water - Fuel	\$272.14	
772			Fuel	\$5,781.33	\$0.00
001008521003200			Law Enforcement - Fuel	\$5,781.33	
35799	14-Oct-13	860	Lake Stevens Sewer District		\$675.00
10/13			Utilities - Sewer	\$675.00	\$0.00
001008521004700			Law Enforcement - Utilities	\$150.00	
001010576804700			Parks - Utilities	\$150.00	
001012572504700			Library - Utilities	\$75.00	
001013519904700			General Government - Utilities	\$300.00	
35800	14-Oct-13	12841	Law Offices of Weed, Graafstra		\$11,504.00
117			Legal services	\$11,504.00	\$0.00
001005515204100			Legal - Professional Service	\$3,776.00	
001007558004100			Planning - Professional Serv	\$6,322.00	
001008521004102			LE - Professional Srv - Legal0	\$1,350.00	
101016542004107			PW - Professional Srv - Legal	\$56.00	
35801	14-Oct-13	12603	LES SCHWAB TIRE CENTER		\$789.14
40200120307			New tires for PW23	\$789.14	\$0.00
101016542004800			Street Fund - Repair & Mainten	\$600.00	
410016542404800			Storm Water - Repairs & Maint.	\$189.14	

Detail Check Register

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Lake Stevens

Check No	Check Date	VendorNo	Vendor	Check Amount	
35802	14-Oct-13	13404	LexisNexis		\$63.80
1420700-20130831		Databasesearches		\$63.80	\$0.00
001008521004100		Law Enforcement - Professional		\$63.80	
35803	14-Oct-13	14028	Natalie Quick Consulting		\$6,500.00
09/2013		Professional servilces		\$6,500.00	\$0.00
001007558804111		Planning-Economic Development		\$6,500.00	
35804	14-Oct-13	1019	NATIONAL BARRICADE COMPANY		\$700.47
247786		30 traffic cones and 4 type III crossb		\$700.47	\$0.00
101016542640000		Street Fund - Traffic Control		\$700.47	
35805	14-Oct-13	13992	Northup Group/Dr Bill Ekemo		\$340.00
2788		Pre-employment Screening		\$340.00	\$0.00
001008521004100		Law Enforcement - Professional		\$340.00	
35806	14-Oct-13	12684	NORTHWEST CASCADE INC.		\$662.40
1-745592		Honeybucket rental		\$298.00	\$0.00
001010576804500		Parks - Equipment Rental		\$298.00	
1-746270		Honey Bucket rental		\$410.00	\$0.00
001010574204500		Special Events - Equipt Rental		\$410.00	
1-755575		HoneyBucket rental		(\$45.60)	\$0.00
001010576804500		Parks - Equipment Rental		(\$45.60)	
35807	14-Oct-13	1091	Office Of The State Treasurer		\$9,750.58
09/2013		Sept 2013 State Court Fees		\$9,750.58	\$0.00
633008559005100		Building Department - State Bl		\$72.00	
633008589000003		Public Safety And Ed. (1986 As		\$5,038.30	
633008589000004		Public Safety And Education		\$3,078.37	
633008589000005		Judicial Information System-Ci		\$857.69	
633008589000008		Trauma Care		\$91.00	
633008589000010		Public Safety Ed #3		\$256.68	
633008589000011		Auto Theft Prevention		\$130.00	
633008589000012		HWY Safety Act		\$42.64	
633008589000013		Death Inv Acct		\$50.42	
633008589000014		WSP Highway Acct		\$133.48	
35808	14-Oct-13	1101	ORION SAFETY PRODUCTS		\$614.70
00227792		Road Flares		\$614.70	\$0.00
001008521003104		Law Enforcement-Operating Cost		\$614.70	

Detail Check Register

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Lake Stevens

Check No	Check Date	VendorNo	Vendor	Check Amount	
35809	14-Oct-13	1066	PERTEET ENGINEERING, INC.		\$1,710.92
20110012.006-2		Professional Services		\$1,710.92	\$0.00
001007558004107		Planning-CA - Developer Reimb		\$1,710.92	
35810	14-Oct-13	1177	Puget Sound Clean Air Agency		\$3,213.50
Oct 13-0545		Q4.2013 Clean Air Assessment		\$3,213.50	\$0.00
001013531705100		General Government - Air Pollu		\$3,213.50	
35811	14-Oct-13	11869	PUGET SOUND ENERGY		\$109.04
09/13 200003723810		Utilities - Gas		\$73.95	\$0.00
001008521004700		Law Enforcement - Utilities		\$73.95	
09/13 200024316495		Utilities - Gas		\$35.09	\$0.00
001010576804700		Parks - Utilities		\$11.70	
101016542004700		Street Fund - Utilities		\$11.70	
410016542404701		Storm Water Utilities		\$11.69	
35812	14-Oct-13	12540	Republic Services #197		\$354.91
0197-001623062		Dumpster services		\$354.91	\$0.00
101016542003102		Street Fund Operating Costs		\$171.58	
101016542004500		Street Fund - Rentals/Leases		\$5.88	
410016542403102		Storm Water - Operating Costs		\$171.58	
410016542404501		Storm Water - Equipment Rental		\$5.87	
35813	14-Oct-13	12540	Republic Services #197		\$255.54
0197-001622862		Dumpster services		\$255.54	\$0.00
001010576803103		Parks-Lundeen-Operating Costs		\$242.49	
001010576804500		Parks - Equipment Rental		\$13.05	
35814	14-Oct-13	12540	Republic Services #197		\$111.87
0197-001623609		Dumpster services		\$111.87	\$0.00
001013519903100		General Government - Operating		\$98.92	
001013519904500		General Government-Equip Renta		\$12.95	
35815	14-Oct-13	14054	Richard Nelson		\$15.00
Refund		Refund overpmt of NSF		\$15.00	\$0.00
001000322001000		Building Permits		\$15.00	
35816	14-Oct-13	13836	SCCFOA		\$18.00
10/24 mtg		10/24/13 SCCFOA mtg		\$18.00	\$0.00
001004514234300		Finance - Travel & Mtgs		\$18.00	
35817	14-Oct-13	12803	ServiceMaster Bldg Maintenance		\$1,553.74
135210		Library flood cleanup		\$1,553.74	\$0.00

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Lake Stevens

Check No	Check Date	VendorNo	Vendor	Check Amount	
001012572504800			Library - Repair & Maint.	\$1,553.74	
35818	14-Oct-13	12113	Sherwin Williams		\$950.65
5997-7			Paint for Lundeen Concession	\$749.07	\$0.00
001010576804803			Parks-Lundeen-Repair & Maint	\$749.07	
6038-9			Paint for Lundeen Concession	\$201.58	\$0.00
001010576804803			Parks-Lundeen-Repair & Maint	\$201.58	
35819	14-Oct-13	12722	SHRED-it WESTERN WASHINGTON		\$49.50
9402536955			Shredding services	\$49.50	\$0.00
001008521003104			Law Enforcement-Operating Cost	\$49.50	
35820	14-Oct-13	13715	Sno Co Sherrifs Office		\$732.71
08/2013			Prisoner Medical Aug 2013	\$732.71	\$0.00
001008523005100			Law Enforcement - Jail	\$732.71	
35821	14-Oct-13	13715	Sno Co Sherrifs Office		\$603.07
Sept 2013			Prisoner Medical Sept 2013	\$603.07	\$0.00
001008523005100			Law Enforcement - Jail	\$603.07	
35822	14-Oct-13	13878	Snohomish Conservation Dist		\$1,185.39
1171			G1100280 LID Grant	\$1,185.39	\$0.00
410016531503106			DOE - G1100280 LID Grant Exp	\$1,185.39	
35823	14-Oct-13	13322	Snohomish County Cities		\$35.00
10/17/2013			10/17 meeting	\$35.00	\$0.00
001001511604300			Legislative - Travel & Mtgs	\$35.00	
35824	14-Oct-13	12961	SNOHOMISH COUNTY PUD		\$13,556.49
104085163			200206019	\$390.49	\$0.00
001013519904700			General Government - Utilities	\$390.49	
133899670			203203245	\$337.00	\$0.00
001010576804700			Parks - Utilities	\$337.00	
137124369			201595113	\$338.65	\$0.00
101016542630000			Street Fund - Street Lighting	\$338.65	
150350683			202766820	\$1,426.04	\$0.00
001008521004700			Law Enforcement - Utilities	\$1,426.04	

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Lake Stevens

Check No	Check Date	VendorNo	Vendor		Check Amount
156864175	202624367			\$8,898.12	\$8,898.12
101016542630000			Street Fund - Street Lighting	\$8,898.12	
156864176	202648101			\$805.61	\$805.61
101016542630000			Street Fund - Street Lighting	\$805.61	
156864177	202670725			\$1,111.31	\$1,111.31
101016542630000			Street Fund - Street Lighting	\$1,111.31	
163386805	203115522			\$249.27	\$249.27
101016542630000			Street Fund - Street Lighting	\$249.27	
35825	14-Oct-13	12961	SNOHOMISH COUNTY PUD		\$1,360.80
104080218	202150405			\$159.62	\$159.62
410016542404700			Storm Water-Aerat. Utilities	\$159.62	
104085164	200245215			\$247.39	\$247.39
001013519904700			General Government - Utilities	\$247.39	
107390639	203599006			\$228.60	\$228.60
001010576804700			Parks - Utilities	\$76.20	
101016542004700			Street Fund - Utilities	\$76.20	
410016542404701			Storm Water Utilities	\$76.20	
117350385	201783685			\$154.55	\$154.55
001013519904700			General Government - Utilities	\$154.55	
120664084	202013249			\$137.53	\$137.53
101016542630000			Street Fund - Street Lighting	\$137.53	
127296012	200321172			\$157.68	\$157.68
001013519904700			General Government - Utilities	\$157.68	
153631025	203731153			\$140.36	\$140.36
101016542630000			Street Fund - Street Lighting	\$140.36	
160119481	203033030			\$135.07	\$135.07
001008521004700			Law Enforcement - Utilities	\$135.07	
35826	14-Oct-13	12961	SNOHOMISH COUNTY PUD		\$699.60
104084543	200558690			\$105.66	\$105.66

Detail Check Register

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Lake Stevens

Check No	Check Date	VendorNo	Vendor	Check Amount	
001008521004700			Law Enforcement - Utilities	\$105.66	
107394787	202427720			\$85.02	\$0.00 \$85.02
410016542404700			Storm Water-Aerat. Utilities	\$85.02	
107396377	201973682			\$42.12	\$0.00 \$42.12
101016542630000			Street Fund - Street Lighting	\$42.12	
107396994	201956075			\$49.15	\$0.00 \$49.15
001013519904700			General Government - Utilities	\$49.15	
120664677	203582010			\$130.31	\$0.00 \$130.31
101016542630000			Street Fund - Street Lighting	\$130.31	
150352201	203728159			\$88.95	\$0.00 \$88.95
101016542630000			Street Fund - Street Lighting	\$88.95	
153631024	203730189			\$113.20	\$0.00 \$113.20
101016542630000			Street Fund - Street Lighting	\$113.20	
160121727	200748721			\$85.19	\$0.00 \$85.19
001010576804700			Parks - Utilities	\$85.19	
35827	14-Oct-13	12961	SNOHOMISH COUNTY PUD		\$111.47
110709843	202340527			\$32.73	\$0.00 \$32.73
001010576804700			Parks - Utilities	\$10.91	
101016542004700			Street Fund - Utilities	\$10.91	
410016542404701			Storm Water Utilities	\$10.91	
123983970	202513354			\$32.03	\$0.00 \$32.03
001010576804700			Parks - Utilities	\$32.03	
130601918	200493443			\$32.03	\$0.00 \$32.03
001010576804700			Parks - Utilities	\$32.03	
143754334	204719074			\$14.68	\$0.00 \$14.68
101016542630000			Street Fund - Street Lighting	\$14.68	
35828	14-Oct-13	14007	Snohomish County PW (S)		\$11,995.86
i000336949	Monitoing & Gaging of Lake			\$11,995.86	\$0.00 \$11,995.86
410016542405106			Storm Water - Aerator Monitori	\$11,995.86	

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Lake Stevens

Check No	Check Date	VendorNo	Vendor	Check Amount	
35829	14-Oct-13	1382	Snohomish County PW (V)		\$9,229.95
i000337092		Vehicle Repair		\$9,229.95	\$0.00
		001008521004800	Law Enforcement - Repair & Mai	\$3,871.70	
		101016542004800	Street Fund - Repair & Mainten	\$5,063.28	
		101016542640000	Street Fund - Traffic Control	\$294.97	
35830	14-Oct-13	1388	Snohomish County Treasurer		\$243.89
09/2013		Sept 2013 Crime Victims Comp		\$243.89	\$0.00
		633008589000001	Crime Victims Compensation	\$243.89	
35831	14-Oct-13	1356	SNOPAC		\$27,221.60
6259		Dispatch Services		\$26,195.76	\$0.00
		001008528005100	Law Enforcement - Snopac Dispa	\$26,195.76	
6280		Quarterly Access Assessment		\$1,025.84	\$0.00
		001008528005100	Law Enforcement - Snopac Dispa	\$1,025.84	
35832	14-Oct-13	14002	Springbrook Software Inc		\$19,819.14
676		SpringBrook Cloud Hosting		\$18,879.00	\$0.00
		001004514234800	Finance - Fin. Software Maint	\$18,879.00	
INV26301		Consultant travel for training		\$784.65	\$0.00
		001004514234800	Finance - Fin. Software Maint	\$784.65	
INV26311		Tax on Cloud services		\$155.49	\$0.00
		001004514234800	Finance - Fin. Software Maint	\$155.49	
35833	14-Oct-13	13415	Staples		\$109.67
3209754589		office supplies		\$77.10	\$0.00
		001008521003100	Law Enforcement - Office Suppl	\$77.10	
3210403901		Keyboard/ Property Room Computer		\$32.57	\$0.00
		001008521003100	Law Enforcement - Office Suppl	\$32.57	
35834	14-Oct-13	13931	Stericycle, Inc		\$10.36
3002374396		Hazardous waste disposal		\$10.36	\$0.00
		001008521004100	Law Enforcement - Professional	\$10.36	
35835	14-Oct-13	13994	Strategies 360		\$1,500.00
772-10083		Hwy 9 Prof Svcs		\$1,500.00	\$0.00
		001013511204101	Advisory Svcs - Lobbying	\$1,500.00	

Detail Check Register

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Lake Stevens

Check No	Check Date	VendorNo	Vendor	Check Amount	
35836	14-Oct-13	12579	SUMMIT LAW GROUP		\$728.00
63959			Legal services	\$728.00	\$0.00
					\$728.00
001005515204100			Legal - Professional Service	\$364.00	
410016542404101			Storm Water - Professional Ser	\$364.00	
35837	14-Oct-13	11787	Teamsters Local No. 763		\$545.00
10/01/2013			Union Dues	\$545.00	\$0.00
					\$545.00
001000281000000			Payroll Liabilities	\$545.00	
35838	14-Oct-13	13821	Terminix Commercial		\$61.90
328005536			Pest Control	\$61.90	\$0.00
					\$61.90
001013519904800			General Government - Repair/Ma	\$61.90	
35839	14-Oct-13	1491	The Everett Herald		\$447.92
ad# 514795			Help wanted - Permit Specialist	\$382.56	\$0.00
					\$382.56
001007558004400			Planning - Advertising	\$382.56	
LG511853			LUA2013-0075 PUD Water Main Ex	\$65.36	\$0.00
					\$65.36
001007558004400			Planning - Advertising	\$65.36	
35840	14-Oct-13	14056	Todd Leadens		\$40.00
Refund			Refund recycle container deposit	\$40.00	\$0.00
					\$40.00
001000386000001			Refundable Customer Deposits	\$40.00	
35841	14-Oct-13	12681	TOP NOTCH TOWING		\$325.80
11155			Evidence Tow 13-2377	\$325.80	\$0.00
					\$325.80
001008521003104			Law Enforcement-Operating Cost	\$325.80	
35842	14-Oct-13	13112	Tyler Enterprises		\$625.00
09/2013			Building Inspection svcs Sept 2013	\$625.00	\$0.00
					\$625.00
001007559004100			Building Department - Professi	\$625.00	
35843	14-Oct-13	11788	United Way of Snohomish Co.		\$315.68
10/01/2013			UW Employee contributions	\$315.68	\$0.00
					\$315.68
001000281000000			Payroll Liabilities	\$315.68	
35844	14-Oct-13	13045	UPS		\$7.00
74Y42373			Evidence Shipping	\$7.00	\$0.00
					\$7.00
001008521004200			Law Enforcement - Communicatio	\$7.00	
35845	14-Oct-13	12158	VERIZON NORTHWEST		\$2,475.36
9712107917			Wireless Phone	\$2,475.36	\$0.00
					\$2,475.36

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Lake Stevens

Check No	Check Date	VendorNo	Vendor	Check Amount	
001003511104200			Executive - Communication	\$83.10	
001003513104200			Administration-Communications	\$84.50	
001003514104200			City Clerks-Communications	\$30.46	
001003516104200			Human Resources-Communications	\$53.08	
001003518104200			IT Dept-Communications	\$106.16	
001007558004200			Planning - Communication	\$143.58	
001008521004200			Law Enforcement - Communicatio	\$1,458.00	
001010576804200			Parks - Communication	\$172.16	
101016542004200			Street Fund - Communications	\$172.16	
410016542404200			Storm Water - Communications	\$172.16	
35846	14-Oct-13	13956	Wa St Dept of Enterprise Svcs		\$82.52
73-1-11740			OPEN PO for business cards and le	\$82.52	\$0.00
001008521003100			Law Enforcement - Office Suppl	\$82.52	
35847	14-Oct-13	13127	WA State Dept of Natural Resou		\$17.40
9084169			Forest Land Assessment	\$17.40	\$0.00
001010576803101			Parks-Eagle Ridge Pk Exp	\$17.40	
35848	14-Oct-13	13052	WABO		\$50.00
27187			Help Wanted Permit Specialist	\$50.00	\$0.00
001007558004400			Planning - Advertising	\$50.00	
35849	14-Oct-13	12761	WASHINGTON STATE PATROL		\$40.00
114001820			Background checks	\$40.00	\$0.00
001003514104100			City Clerks-Professional Servi	\$30.00	
101016542004100			Street Fund - Professional Ser	\$10.00	
35850	14-Oct-13	12845	ZACHOR & THOMAS, INC. P.S.		\$8,250.00
622			Prosecuter retainer	\$8,250.00	\$0.00
001013515210000			Prosecutor fees	\$8,250.00	
Total Of Checks:					\$182,242.14

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

Monday, September 23, 2013
Lake Stevens School District Educational Service Center (Admin. Bldg.)
12309 22nd Street N.E. Lake Stevens

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

COUNCILMEMBERS PRESENT: Kathy Holder, Kim Daughtry, Marcus Tageant, and Neal Dooley

COUNCILMEMBERS ABSENT: Todd Welch, Suzanne Quigley and John Spencer

STAFF MEMBERS PRESENT: City Administrator Jan Berg, City Attorney Cheryl Beyer, Planning Director Becky Ableman, Finance Director Barb Stevens, Public Works Director Mick Monken, Human Resource Director Steve Edin, Senior Planner Russ Wright, Interim Police Chief Dan Lorentzen, Interim Commander Craig Valvick, Officer Jim Barnes, Sergeant Bob Summers, and Receptionist/Office Assistant Carin Hinman

OTHERS: Samuel Low and Mark Murphy from Department of Emergency Management

Excused Absence. Councilmember Holder moved to excuse Councilmember's Spencer, Quigley and Welch, seconded by Councilmember Tageant; motion carried unanimously. (4-0-0-3)

Guest Business. None

Consent Agenda. Councilmember Dooley moved to approve the Consent Agenda (A. Approve September vouchers [Payroll Direct Deposits 907704-907758 for \$130,329.44; Payroll Checks 35694-35696 for \$3,197.14; Electronic Funds Transfers 641-643 for \$3,750.71; Claims 35692, 35693, 35697 – 35750 for \$107,725.61; Void Checks 35695, 35679, and 35652 for (\$2,297.49); Tax Deposit(s) 9/13/2013 for \$53,355.10 for Total Vouchers approved \$296,060.51], and B. Approve Council regular meeting minutes of September 9, 2013 with spelling correction of 'ridged' to 'rigid' on Page 1 and show Steven Edin as not present at the September 9, 2013 Council meeting) seconded by Councilmember Daughtry; motion carried unanimously. (4-0-0-3)

Public Hearing – to receive public testimony related to Ordinance No. 900 (adopted August 12, 2013), recreational marijuana moratorium. Mayor Little read the public hearing procedure.

MOTION: Councilmember Daughtry moved to open the Public Hearing (Public Portion), seconded by Councilmember Dooley; motion carried unanimously. (4-0-0-3)

Senior Planner Wright summarized the six month moratorium prohibiting the establishment, permitting, licensing and operating, cultivation, production and retail sales of marijuana within the City of Lake Stevens as the City does not have regulations in place to govern marijuana facilities, permitting and licensing. Deputy Attorney General James Cole issued a memorandum August 29, 2013 to outline Federal guidance on marijuana enforcement priorities. These priorities do not change Federal law but implies that marijuana businesses abide by State regulations that conform to the Federal enforcement priorities and may not be subject to Federal prosecution. The Washington State Liquor Control Board released draft regulations that outline rules for licensing the production, processing and sales of marijuana and marijuana products. The City Council will consider Resolution No. 2013-XX to adopt additional findings and a work program after this Public Hearing which will require Planning Commission review, public hearings and recommendation to the City Council.

Public comments: None

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

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

Adopt Resolution No. 2013-9, temporarily prohibiting marijuana facilities in the City of Lake Stevens. Senior Planner Wright clarified that the moratorium is up in February 2014 and State Government will finalize the rules. The Resolution is to adopt additional findings of fact and to establish a work plan.

MOTION: Councilmember Daughtry moved to adopt Resolution No. 2013-9, temporarily prohibiting marijuana facilities, seconded by Councilmember Holder; motion carried unanimously. (4-0-0-3)

Adopt Resolution No. 2013-8, statement of intent to participate in dispute resolution processes pursuant to Countywide Planning Policy JP-2. Planning Director Ableman stated Resolution No. 2013-8 intent is to participate in Snohomish County Tomorrow's Dispute Resolution pilot program should a jurisdiction need it. It was brought to the elected officials at the steering committee and all jurisdictions were asked to bring this Resolution before their Council. Mayor Little noted that he and Planning Director Ableman have participated in developing this dispute resolution with mediators from many other Cities to resolve issues at county wide planning policy level before it gets into the Courts. Councilmember Holder noted in the Resolution itself the word 'medication' should be corrected to 'mediation' in the WHEREAS clause.

MOTION: Councilmember Dooley moved to adopt Resolution No. 2013-8 statement of intent to participate in dispute resolution processes pursuant to Countywide Planning Policy JP-2, seconded by Councilmember Holder; motion carried unanimously. (4-0-0-3)

Fairbrook final plat approval. Senior Planner Wright asked the Council to accept the plat of Fairbrook and their right-of-way dedication. Fairbrook is a plat of 24 new single-family homes on an approximately 5 acre lot. This project began in Snohomish County and received preliminary plat approval with the County. Construction approval came through the City and

Fairbrook has fulfilled the required improvements. This is the last phase before they can record the project and make legal lots for sale and development.

MOTION: Councilmember Tageant moved to approve the final plat of Fairbrook, seconded by Councilmember Daughtry; motion carried unanimously. (4-0-0-3)

Adopt Resolution No. 2013-7, honorary street names policy and process – City Policy No. P-1-2013. Planning Director Ableman reviewed the revised policy for honorary street designations. The cost for signs will be taken on by the City and need to be included in the annual budget. Councilmember Daughtry suggested that the five year review be deleted unless there's an issue of replacement signs. Planning Director Ableman requested it to be reworded to "Street designations will be permanently displayed unless otherwise directed by Council" and Council concurred.

MOTION: Councilmember Tageant moved to adopt Resolution No. 2013-7 honorary street names policy and process – City Policy No. P-1-2013 with changes as noted, seconded by Councilmember Holder; motion carried unanimously. (4-0-0-3)

Comprehensive Emergency Management Plan (CEMP) discussion: Interim Police Commander Valvick reported that they are working on getting a Sewer District representative to join the CEMP Design Team. Commander Valvick was questioned by Councilmember Tageant about the two emergency support command vehicles and he stated they are part of the CEMP. Also reported was the Emergency Operations Center at the Lake Stevens School Administration building (Council Chambers) is a good location as Police, Public Works and the Fire Department are all nearby. The EOC will be equipped with a generator and data ports that will help in an emergency when radios and cell phones are overloaded. A secondary Emergency Center would be located at the Fire District building near Tom Thumb also implementing data ports. Officer Barnes reviewed the purpose for CEMP is to provide framework for coordinated response to emergencies working together with public and private organizations and how this will be implemented.

Council Person's Business: Councilmember's reported on the following: Daughtry - worked with the Governor's office on a transportation only special session to attempt to get a transportation finance package through by the end of the year, bus tour with the Senate Transportation Committee that went very well, Senate Transportation open house and met with a high end business recruitment group discussing economic development.

Mayor's Business: Mayor Little also reported on the bus tour noting that the debate in Olympia will be for reforms as well as the transportation package and funding, met with the County to discuss 20th Street S.E., attended with City Administrator Berg a Rotary Club meeting, local service clubs are working to regenerate the Skate Park, attended Civil Service Commission interviews with HR Director Edin and attended North County Mayor's meeting.

Staff Reports: Staff reported on the following meetings: City Administrator Berg – transcripts of the conversation with the business recruitment group will be available to the public and Council and there will also be a debriefing with the economic development committee, working with Rotary and Councilmember Somers to update the Skate Park master plan for 2014, Police Chief

Lake Stevens City Council Regular Meeting Minutes

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candidates still moving forward; Planning Director Ableman – Park Board open house tomorrow night to review the recent park survey, and there will be business recruitment follow up tours and meetings; Finance Director Stevens - Budget process is moving forward, Council Workshop next Monday with budget presentation, State Auditors are here auditing 2011-2012; Public Works Director Monken – Main Street overlay delay should be completed by Friday or Saturday. 20th Street N.E. sidewalks may take 4 weeks; Interim Police Chief Lorentzen – two new officers to attend the Academy, robbery at Lake Connor Grocery with good police work the robbers were apprehended and are in custody; Human Resource Director Edin – Permit Specialist Jackie Eilert is retiring September 27th and has begun the recruiting process for that position and oral boards for Police Officers.

Executive Session: At 7:50 p.m. Mayor Little called for a ten minute executive session which began at 7:55 on litigation and ended at 8:02 p.m.

Adjourn: Councilmember Daughtry moved to adjourn at 8:02 p.m., seconded by Councilmember Dooley; motion carried unanimously. (4-0-0-3)

Vern Little, Mayor

Carin Hinman, Receptionist/Office Assistant

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

Monday, September 30, 2013
Lake Stevens School District Educational Service Center (Admin. Bldg.)
12309 22nd Street N.E. Lake Stevens

CALL TO ORDER: 7:00 p.m. by Council Vice-President Kim Daughtry

COUNCILMEMBERS PRESENT: Todd Welch, Kathy Holder, Kim Daughtry, Marcus Tageant, Neal Dooley, Suzanne Quigley and Mayor Vern Little

COUNCILMEMBERS ABSENT: John Spencer

STAFF MEMBERS PRESENT: City Administrator Jan Berg, Finance Director Barb Stevens, Public Works Director Mick Monken, Human Resource Director Steve Edin, and Interim Police Chief Dan Lorentzen

OTHERS:

Council discussed the following: proposed 2014 Budget.

Adjourn. 7:50 p.m.

Kim Daughtry, Council Vice-President

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



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LAKE STEVENS CITY COUNCIL
STAFF REPORT

Council Agenda Date: October 14, 2013

Subject: Ordinance to consent to the transfer of Franchise from Black Rock Cable Inc. to Astound
Broadband LLC

Contact Person/Department: Troy Stevens / Information Services **Budget Impact:** None

City Attorney Approved Document As To Form: Yes No If no, explain: _____

RECOMMENDATION(S)/ACTION REQUESTED OF COUNCIL:

Approve First and Final Reading of Ordinance 901.

SUMMARY/BACKGROUND:

In April of 2007 the City Council approved Ordinance 743 granting Black Rock Cable Inc. a Franchise to provide an Open Video and Dark Fiber Services within the City of Lake Stevens for seven years. In October 1, 2012 the Federal Communications Commission granted Astound Broadband, LLC application for merger with Black Rock Cable Inc. In accordance with Ordinance 743, Section 11(A) on transfer requirements, it states that the City Council by ordinance must consent to the transfer. The City Attorney has reviewed and approved Ordinance 901 granting Astound Broadband, LLC request to transfer of ownership. Astound Broadband, LLC will be responsible for future franchise renewal on behalf of Black Rock Cable Inc.

APPLICABLE CITY POLICIES: None

BUDGET IMPACT: None

ATTACHMENTS:

- ▶ Exhibit A: Ordinance #743
- ▶ Exhibit B: Ordinance #901

**CITY OF LAKE STEVENS
LAKE STEVENS, WASHINGTON**

ORDINANCE NO. 743

AN ORDINANCE OF THE CITY OF LAKE STEVENS, WASHINGTON, GRANTING A SEVEN (7) YEAR FRANCHISE TO PROVIDE OPEN VIDEO AND DARK FIBER SERVICES WITHIN THE CITY OF LAKE STEVENS TO BLACK ROCK CABLE, INC., SETTING FORTH THE TERMS AND CONDITIONS OF SAID SERVICE, ESTABLISHING PENALTIES, AND FIXING AN EFFECTIVE DATE.

WHEREAS, Black Rock Cable, Inc. (hereinafter referred to as “Franchisee” or “Black Rock”) has applied to the City for a nonexclusive franchise to construct, maintain, operate, replace and repair an Open Video System in, on, across, over, along, under or through Rights-of-Way within the Franchise Area; and

WHEREAS, Franchisee currently plans to use its Open Video System to provide Dark Fiber Services, ~~which is defined in this Franchise Ordinance to mean the provision of fiber optic infrastructure that does not transmit light pulses for the transmission of information, but which is capable of such transmission upon installation of optronic equipment by either the Franchisee or its subscribers; and~~

WHEREAS, Franchisee currently does not plan to use its Open Video System to provide Telecommunications Services, which is defined in this Franchise Ordinance and in LSMC 12.12.0020 to mean the transmission by fiber optic cable, electronics, or other such means of voice, data, video programming, or other such information to subscribers for a fee; and

WHEREAS, the City has considered the financial, technical and legal qualifications of Franchisee, and has determined that Franchisee's plans for constructing, operating and maintaining its Open Video System are adequate, in a full public proceeding affording due process to all concerned; and

WHEREAS, the public has had adequate notice and opportunity to comment on Franchisee's proposal to provide open video system service within the Franchise Area; and

WHEREAS, the City Council hereby finds that it would serve the public interest of the citizens of the City to grant a non-exclusive open video system franchise to the Franchisee subject to the terms and conditions hereinafter set forth; and

WHEREAS, the City is authorized by applicable law to grant one or more nonexclusive franchises to construct, operate and maintain an open video system or systems within the boundaries of the City.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF LAKE STEVENS DOES ORDAIN:

SECTION 1. SECTION 1. DEFINITIONS

For the purposes of this Ordinance, the following terms, phrases, words and their derivations shall have the meanings given herein. When not inconsistent with the context, words used in the present tense include the future, words in the plural include the singular, and words in the singular include the plural. Words not defined shall be given their common and ordinary meaning. The word “shall” is always mandatory and not merely directory.

1.1. “Access” means the availability for noncommercial use various agencies, institutions, organizations, groups and individuals in the community, including the City and its designees, of the Open Video System to acquire, create, receive, and distribute services and signals as permitted under applicable law including, but not limited to:

(a) “Public Access” means Access where community-based, noncommercial organizations, groups or individual members of the general public, on a nondiscriminatory basis, are the primary users.

(b) “Educational Access” means Access where schools are the primary users having editorial control over programming and services.

(c) “Governmental Access” means Access where governmental institutions or their designees are the primary users having editorial control over programming and services.

1.2. “Access Channel” means any Channel, or portion thereof, designated for Access purposes or otherwise made available to facilitate or transmit Access programming or services.

1.3. “Affiliate,” when used in connection with Franchisee, means any Person who owns or controls, is owned or controlled by, or is under common ownership or control with Franchisee.

1.4. “Bad Debt” means amounts lawfully owed by a Subscriber and accrued as revenues on the books of Franchisee, but not collected after reasonable efforts by Franchisee.

1.5. “Basic Service” means any service Tier that includes, at a minimum, the retransmission of local television Broadcast Signals and local Access programming.

1.6. “Broadcast Signal” means a television or radio signal transmitted over the air to a wide geographic audience, and received by an Open Video System by antenna, microwave, satellite dishes or any other means.

1.7. “Cable Act” means the Cable Communications Policy Act of 1984 as amended by the Cable Television Consumer Protection and Competition Act of 1992 and the Telecommunications Act of 1996, as they may be amended, and any future federal cable television laws, acts or regulations.

1.8. “Channel” means a portion of the electromagnetic frequency spectrum which is used in the Open Video System and which is capable of delivering a television channel (as television channel is defined by the FCC by regulation).

1.9. “City” is the City of Lake Stevens, Washington, a municipal corporation, and all the area within its boundaries, as such may change from time to time.

1.10. “City Council” means the Lake Stevens City Council, or its successor, the governing body of the City of Lake Stevens.

1.11. “Connection”, with regard to connections to public buildings, means installation of fiber optic or coaxial cable or other System-related facilities through the outer wall of the building leaving adequate excess space to permit further connection to other facilities, plant or cable within the building.

1.12. “Dark Fiber” is optical fiber infrastructure installed and maintained by the Franchisee, that does not transmit light pulses for the transmission of information, but which is capable of such transmission upon installation of optronic equipment by either the Franchisee or its subscribers.

1.13. “Expanded Basic Service” means the Tier of optional video programming services, which is the level of service received by most Subscribers above Basic Service, and does not include Premium Services.

1.14. “FCC” means the Federal Communications Commission.

1.15. “Franchise” means this ordinance, which upon acceptance by the Franchisee will be a contractual agreement between the City and Franchisee, containing the specific provisions of the authorization herein granted by the City and the obligations herein required of the Franchisee, including references, specifications, requirements and other related matters.

1.16. “Franchise Area” means the area within the jurisdictional boundaries of the City, including any areas annexed by the City during the term of this Franchise.

1.17. “Franchise Authority” means any municipal entity with the legal authority to regulate the public rights-of-way.

1.18. “GAAP” means generally accepted accounting principles.

1.19. “Franchisee” means Black Rock Cable, Inc., or its lawful successor, transferee or assignee.

1.20. “Gross Revenues” means any and all revenue derived directly or indirectly by Franchisee, or by Franchisee’s Affiliates, from the operation of Franchisee’s Open Video System to provide Open Video Services and/or Dark Fiber Services in the Franchise Area. In the case of revenue from a single user (“User”) located both within and without the Franchise area, the revenue from that user shall be divided between the City and other Franchising Authorities according to the portion of the cable used by the User within each Franchising Authority’s Franchise Area. In addition, gross revenues under this paragraph include any advertising revenues received by an open video system operator or its affiliates in connection with the provision of video programming, where such revenues are included in the calculation of the incumbent cable operator’s franchise fees. Gross revenues do not include revenues collected by unaffiliated programming providers, such as subscriber or advertising revenues. Any gross

revenues fee that the open video system operator or its affiliate collects from video programming providers shall be excluded from gross revenues.

1.21. “Open Video System” or “System” means a system of facilities that is certified as an Open Video System by the FCC pursuant to 47 CFR 76.1500 et seq. and regularly provides Open Video System Services to subscribers of Franchisee’s System and also includes a system of facilities that provides Dark Fiber Services that are leased or otherwise provided to Franchisee’s subscribers.

1.22. “Open Video System Services” or “OVS Services” means such services as an Open Video System Operator may provide on or through a System as allowed or authorized by 47 U.S.C. §573 (1996)

1.23. “Operator” or “Open Video System Operator” means any person or group of persons who provide Services over an Open Video System and directly or through one or more affiliates owns a significant interest in such Open Video System or otherwise controls or is responsible for the management and operation of such Open Video System.

1.24. “Person” means any individual, sole proprietorship, partnership, association, or corporation, or any other form of entity or organization.

1.25. “Premium Service” means programming choices (such as movie Channels, pay-per-view programs, or video on demand) offered to Subscribers on a per-Channel, per-program or per-event basis.

1.26. “Right-of-Way” means each of the following, which have been dedicated to the public or are hereafter dedicated to the public and are maintained under public authority or by others and located within the City: streets, roadways, highways, avenues, lanes, alleys, bridges, sidewalks, easements, rights-of-way and similar public property and areas.

1.27. “State” means the State of Washington.

1.28. “Subscriber” means any Person who or which elects to subscribe to, for any purpose, service provided by Franchisee by means of or in connection with the Open Video System and whose premises are physically wired and lawfully activated to receive service from Franchisee’s Open Video System.

1.29. “Telecommunications” means the transmission, between or among points specified by the user, of information of the user’s choosing, without change in the form or content of the information as sent and received (as provided in 47 U.S.C. 153(43)).

1.30. “Telecommunications Service” means the offering of Telecommunications for a fee directly to the public, or to such classes of users as to be effectively available directly to the public, regardless of the facilities used (as provided in 47 U.S.C. 153(46)).

1.31. “Tier” means a group of Channels for which a single periodic subscription fee is charged.

1.32. “Video Programming Provider” means any person or group of persons who has the right under the copyright laws to select and contract for carriage of specific video programming on an Open Video System.

SECTION 2. GRANT OF FRANCHISE

2.1. Grant

(A) The City hereby grants to Franchisee a nonexclusive authorization to make reasonable and lawful use of the Rights-of-Way within the City to construct, operate, maintain and reconstruct an Open Video System for the purpose of providing Open Video System Services and Dark Fiber Services, subject to the terms and conditions set forth in this Franchise. In order to provide any other services over the facilities that constitute the Open Video System, including “Telecommunications Services” as defined herein and in LSMC 12.12.0020, the Franchisee shall be required to obtain any additional governmental authorization(s) required by federal, State or local law, including Ch. 12.12 LSMC.

(B) Each and every term, provision or condition herein is subject to the provisions of State law, federal law, the Lake Stevens Municipal Code, and the ordinances and regulations enacted pursuant thereto.

(C) This Franchise shall not be interpreted to prevent the City from imposing additional lawful conditions, including additional compensation conditions for use of the Rights-of-Way, should Franchisee provide service other than Open Video System Services or Dark Fiber Service.

(D) No rights shall pass to Franchisee by implication. Without limiting the foregoing, by way of example and not limitation, this Franchise shall not include or be a substitute for:

(1) Any other permit or authorization required for the privilege of transacting and carrying on a business within the City that may be required by the ordinances and laws of the City;

(2) Any permit, agreement, or authorization required by the City for Right-of-Way users in connection with operations on or in Rights-of-Way or public property including, by way of example and not limitation, street cut permits; or

(3) Any permits or agreements for occupying any other property of the City or private entities to which access is not specifically granted by this Franchise including, without limitation, permits and agreements for placing devices on poles, in conduits or in or on other structures.

(E) This Franchise is intended to convey limited rights and interests only as to those Rights-of-Way in which the City has an actual interest. It is not a warranty of title or interest in any Right-of-Way; it does not provide the Franchisee with any interest in any particular location within the Right-of-Way; and it does not confer rights other than as expressly provided in the grant hereof.

(F) This Franchise does not authorize Franchisee to provide Telecommunications Service. This Franchise is not a bar to imposition of any lawful conditions on Franchisee with respect to Telecommunications, whether similar, different or the same as the conditions specified herein. This Franchise does not relieve Franchisee of any obligation it may have to obtain from the City an authorization to provide Telecommunications Services or relieve Franchisee of its obligation to comply with any such authorizations that may be lawfully required.

2.2. Use of Rights-of-Way

(A) Subject to the City's supervision and control, Franchisee may erect, install, construct, repair, replace, reconstruct, and retain in, on, over, under, upon, across, and along the Rights-of-Way within the City such wires, cables, conductors, ducts, conduits, vaults, manholes, amplifiers, pedestals, attachments and other property and equipment as are necessary and appurtenant to the operation of an Open Video System within the City.

(B) Franchisee must follow City-established requirements for placement of Open Video System facilities in Rights-of-Way, including the specific location of facilities in the Rights-of-Way, and must in any event install Open Video System facilities in a manner that ~~minimizes interference with the use of the Rights-of-Way by others, including others that may be~~ installing communications facilities. Within limits reasonably related to the City's role in protecting public health, safety and welfare, the City may require that Open Video System facilities be installed at a particular time, at a specific place, or in a particular manner, as a condition of access to a particular Right-of-Way; may deny access if Franchisee is not willing to comply with the City's requirements; and may remove, or require removal of, any facility that is not installed in compliance with the requirements established by the City, or which is installed without prior City approval of the time, place or manner of installation, and charge Franchisee for all the costs associated with removal; and may require Franchisee to cooperate with others to minimize adverse impacts on the Rights-of-Way through joint trenching and other arrangements. With regard to its management of the Rights-of-Way, the City shall treat the Franchisee and other users of the Rights-of-Way in a competitively neutral and nondiscriminatory manner.

2.3. Effective Date and Term of Franchise

This Franchise and the rights, privileges and authority granted hereunder shall take effect thirty days after adoption by City Council (the "Effective Date") and shall terminate seven years later on the tenth anniversary of the Effective Date, unless terminated sooner as hereinafter provided.

2.4. Franchise Nonexclusive

This Franchise shall be nonexclusive, and subject to all prior rights, interests, easements or licenses granted by the City to any Person to use any property, Right-of-Way, right, interest or license for any purpose whatsoever, including the right of the City to use same for any purpose it deems fit, including the same or similar purposes allowed Franchisee hereunder. The City may at any time grant authorization to use the Rights-of-Way for any purpose not incompatible with Franchisee's authority under this Franchise and for such additional franchises for Open Video Systems as the City deems appropriate.

2.5. Police Powers

(A) Franchisee's rights hereunder are subject to the police powers of the City to adopt and enforce ordinances necessary to the safety, health, and welfare of the public, and Franchisee agrees to comply with all laws and ordinances of general applicability enacted, or hereafter enacted, by the City or any other legally constituted governmental unit having lawful jurisdiction over the subject matter hereof. The City shall have the right to adopt, from time to time, such ordinances as may be deemed necessary in the exercise of its police power; provided that such ordinances shall be reasonable.

(B) The City reserves the right to exercise its police powers, notwithstanding anything in this Franchise to the contrary, and any conflict between the provisions of this Franchise and any other present or future lawful exercise of the City's police powers shall be resolved in favor of the latter.

2.6. Familiarity with Franchise

Franchisee acknowledges and warrants by acceptance of the rights, privileges, obligations, and agreements granted herein, that it has carefully read and fully comprehends the terms and conditions of this Franchise and is willing to and does accept all lawful and reasonable risks of the meaning of the provisions, terms and conditions herein. The Franchisee further acknowledges and states that it has fully studied and considered all requirements and provisions of this Franchise and finds that the same are commercially practicable at this time.

2.7 Effect of Acceptance

By accepting this Franchise, the Franchisee: (1) acknowledges and accepts the City's legal right to issue and enforce the Franchise; (2) accepts and agrees to comply with each and every provision of this Franchise, subject to applicable law; and (3) agrees that the Franchise was granted pursuant to processes and procedures consistent with applicable law and that it will not raise any claim to the contrary.

SECTION 3. FEE PAYMENT AND FINANCIAL CONTROLS

3.1. Fee

As compensation for the benefits and privileges granted under this Franchise and in consideration of permission to use the City's Rights-of-Way, Franchisee shall pay as a fee to the City, throughout the duration of this Franchise, an amount equal to five percent (5%) of Franchisee's Gross Revenues, provided that, to the extent applicable, such percentage rate is subject to the provisions of 47 U.S.C. §573(c)(2)(B).

3.2. Payments

Franchisee's fee payments to the City shall be computed quarterly for the preceding calendar quarter ending March 31, June 30, September 30, and December 31. Each quarterly payment shall be due and payable no later than thirty (30) days after said dates.

3.3. Acceptance of Payment and Recomputation

No acceptance of any payment shall be construed as an accord by the City that the amount paid is, in fact, the correct amount, nor shall any acceptance of payments be construed as a release of any claim the City may have for further or additional sums payable or for the performance of any other obligation of Franchisee.

3.4. Quarterly Fee Reports

Each payment shall be accompanied by a written report to the City, verified by an authorized representative of Franchisee, containing an accurate statement in summarized form, as well as in detail, of Franchisee's Gross Revenues and the computation of the payment amount. Such reports shall detail all Gross Revenues of the Open Video System and shall be drafted in accordance with GAAP.

3.5. Annual Fee Reports

Franchisee shall, within sixty (60) days after the end of each year, furnish to the City a statement stating the total amount of Gross Revenues for the year and all payments, deductions and computations for the period.

3.6. Audits

On an annual basis, upon thirty (30) days prior written notice, the City shall have the right to conduct an independent audit of Franchisee's records reasonably related to the administration or enforcement of this Franchise, in accordance with GAAP. If the audit shows that fee payments have been underpaid by three percent (3%) or more, Franchisee shall pay the total cost of the audit.

3.7. Late Payments

In the event any payment due quarterly is not received within thirty (30) days from the end of the calendar quarter, Franchisee shall pay interest on the amount due at the rate of one percent (1%) per month, compounded daily, calculated from the date the payment was originally due until the date the City receives the payment.

3.8. Tax Liability

Franchisee shall be liable for all taxes or other levies or assessments, which are now or hereafter required to be paid by businesses in general by any law of the City, the State or the United States, including, without limitation, sales, use and other taxes, business license fees or other payments. Payment of the fees under this Franchise shall not exempt Franchisee from the payment of any other license fee, permit fee, tax or charge on the business, occupation, property or income of Franchisee that may be lawfully imposed by the City.

3.9. Additional Commitments Not Franchise Fees

No term or condition in this Franchise shall in any way modify or affect Franchisee's obligation to pay Franchise Fees. Although the total sum of Franchise Fee payments and additional commitments set forth elsewhere in this Franchise may total more than five percent (5%) of Franchisee's Gross Revenues in any 12-month period, Franchisee agrees that the additional commitments herein are not Franchise Fees, nor are they to be offset or credited against any Franchise Fee payments due to the City, nor do they represent an increase in Franchise Fees to be passed through to subscribers.

3.10. Payment on Termination

If this Franchise terminates for any reason, the Franchisee shall file with the City within ninety (90) calendar days of the date of the termination, a financial statement showing the Gross Revenues received by the Franchisee since the end of the previous fiscal year. The City reserves the right to satisfy any remaining financial obligations of the Franchisee to the City by utilizing the funds available in the irrevocable letter of credit or performance bond provided by the Franchisee.

SECTION 4. ADMINISTRATION AND REGULATION

4.1. Authority

(A) The City shall be vested with the power and right to reasonably regulate the exercise of the privileges permitted by this Franchise in the public interest or to delegate that power and right, or any part thereof, to the extent permitted under law to any agent in its sole discretion.

(B) Nothing in this Franchise shall limit nor expand the City's right of eminent domain under State law.

(C) The Franchisee and the City shall be entitled to all rights and be bound by all changes in applicable local, State and federal law that occur subsequent to the effective date of this Franchise. The Franchisee and the City acknowledge that their rights and obligations under this Franchise are explicitly subject to all such changes.

4.2. Time Limits Strictly Construed

Whenever this Franchise sets forth a time for any act to be performed by Franchisee, such time shall be deemed to be of the essence, and any failure of Franchisee to perform within the allotted time may be considered a material breach of this Franchise and sufficient grounds for the City to invoke any relevant remedy.

SECTION 5. FINANCIAL AND INSURANCE REQUIREMENTS

5.1. Indemnification

(A) General Indemnification. Franchisee shall indemnify, defend and hold harmless the City, its officers, officials, boards, commissions, agents and employees, from any action or claim for injury, damage, loss, liability, cost or expense, including court and appeal Ordinance No. 743

costs and attorneys' fees or expenses, arising from any casualty or accident to Person or property, including, without limitation, copyright infringement, defamation, and all other damages in any way arising out of, or by reason of, any construction, excavation, operation, maintenance, reconstruction, or any other act done under this Franchise, by or for Franchisee, its agents, or its employees, or by reason of any neglect or omission of Franchisee. Franchisee shall consult and cooperate with the City while conducting its defense of the City.

(B) Indemnification for Relocation. Franchisee shall indemnify the City for any damages, claims, additional costs or expenses assessed against, or payable by, the City arising out of, or resulting from, directly or indirectly, Franchisee's failure to remove, adjust or relocate any of its facilities in the Rights-of-Way in a timely manner in accordance with any relocation required by the City.

(C) Procedures and Defense. The City shall give the Franchisee timely written notice of any claim or of the commencement of any action, suit or other proceeding covered by the indemnity in this Section. If a claim or action arises, the City or any other indemnified party shall then tender the defense of the claim to Franchisee, which defense shall be at Franchisee's expense. The City may participate in the defense of a claim, and, in any event, Franchisee may not agree to any settlement of claims financially affecting the City without the City's prior written approval, which approval shall not be unreasonably withheld.

(D) Non-waiver. The fact that Franchisee carries out any activities under this Franchise through independent contractors shall not constitute an avoidance of or defense to Franchisee's duty of defense and indemnification under this subsection.

(E) Expenses. If separate representation to fully protect the interests of both parties is necessary, such as a conflict of interest between the City and the counsel selected by Franchisee to represent the City, Franchisee shall pay expenses incurred by the City in defending itself with regard to any action, suit or proceeding indemnified by Franchisee. The City's expenses shall include all out-of-pocket expenses, such as consultants' fees and shall also include the reasonable value of any services rendered by the City Attorney or his/her assistants or any employees of the City or its agents.

5.2. Insurance

(A) General Requirement. Franchisee must have adequate insurance during the entire term of this Franchise to protect the City against claims for death or injuries to Persons or damages to property or equipment that in any way relate to, arise from or are connected with this Franchise, or involve Franchisee, its agents, representatives, contractors, subcontractors and their employees.

(B) Minimum Insurance Limits. Franchisee shall maintain in full force and effect at its own cost and expense each of the following policies of insurance:

(1) Commercial General Liability insurance with limits of no less than one million dollars (\$1,000,000.00) per occurrence and two million dollars (\$2,000,000.00) excess liability.

(2) Commercial Automobile Liability insurance with minimum combined single limits of one million dollars (\$1,000,000.00) per occurrence and two million dollars (\$2,000,000.00) excess liability with respect to each of Franchisee's owned, hired and non-owned vehicles assigned to or used in the operation of the Open Video System in the City.

(3) Employer's Liability: One million dollars (\$1,000,000.00).

(C) Each policy shall provide that the insurance shall not be canceled or materially changed so as to be out of compliance with these requirements without forty-five (45) days' written notice first provided to the City, via certified mail, and ten (10) days' notice for nonpayment of premium. If the insurance is canceled or materially altered so as to be out of compliance with the requirements of this subsection within the term of this Franchise, Franchisee shall provide a replacement policy. Franchisee agrees to maintain continuous uninterrupted insurance coverage, in at least the amounts required, for the duration of this Franchise and, in the case of the Commercial General Liability, for at least one (1) year after expiration of this Franchise.

(D) Self insurance is not permitted for this Franchise, unless approved in advance and in writing by the City.

5.3. Deductibles / Certificate of Insurance

Any deductible of the policies shall not in any way limit Franchisee's liability to the City.

(A) Endorsements.

(1) All policies shall contain, or shall be endorsed so that:

(a) The City, its officers, officials, boards, commissions, employees and agents are to be covered as, and have the rights of, additional insureds with respect to liability arising out of activities performed by, or on behalf of, Franchisee under this Franchise or applicable law, or in the construction, operation or repair, or ownership of the Open Video System;

(b) Franchisee's insurance coverage shall be primary insurance with respect to the City, its officers, officials, boards, commissions, employees and agents. Any insurance or self-insurance maintained by the City, its officers, officials, boards, commissions, employees and agents shall be in excess of the Franchisee's insurance and shall not contribute to it; and

(c) Franchisee's insurance shall apply separately to each insured against whom a claim is made or lawsuit is brought, except with respect to the limits of the insurer's liability.

(B) Acceptability of Insurers. The insurance obtained by Franchisee shall be placed with insurers with a Best's rating of no less than "A-."

(C) Verification of Coverage. The Franchisee shall furnish the City with certificates of insurance and endorsements or a copy of the page of the policy reflecting blanket additional insured status. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The certificates and endorsements for each insurance policy are to be on standard forms or such forms as are consistent with standard industry practices and are to be received and approved by the City prior to the commencement of activities associated with this Franchise. The Franchisee hereby warrants that its insurance policies satisfy the requirements of this Franchise and City laws.

5.4. Irrevocable Letter of Credit or Performance Bond

(A) No later than the Effective Date of this Franchise, Franchisee shall establish and provide to the City, as security for the faithful performance by Franchisee of all of the provisions of this Franchise, an irrevocable letter of credit from a financial institution satisfactory to the City or a performance bond in the amount often thousand dollars (\$10,000.00).

(B) The irrevocable letter of credit or performance bond may be drawn upon by the City for purposes including, but not limited to, the following:

~~(1) Failure of Franchisee to pay the City sums due under the terms of this Franchise;~~

(2) Reimbursement of costs borne by the City to correct Franchise violations not corrected by Franchisee; and

(3) Monetary remedies or damages assessed against Franchisee due to default or breach of Franchise requirements.

(C) The City shall give Franchisee written notice of any withdrawal under this subsection upon such withdrawal. Within seven (7) days following receipt of such notice, Franchisee shall restore the irrevocable letter of credit or performance bond to the amount required under this Franchise. Franchisee's maintenance of the irrevocable letter of credit or performance bond shall not be construed to excuse unfaithful performance by Franchisee or to limit the liability of Franchisee to the amount of the irrevocable letter of credit or performance bond or otherwise to limit the City's recourse to any other remedy available at law or equity.

(D) Franchisee shall have the right to appeal to the City Council for reimbursement in the event Franchisee believes that the irrevocable letter of credit or performance bond was drawn upon improperly. Franchisee shall also have the right of judicial appeal, if Franchisee believes the irrevocable letter of credit or performance bond has not been properly drawn upon in accordance with this Franchise. Any funds the City erroneously or wrongfully withdraws from the irrevocable letter of credit or performance bond shall be returned to Franchisee with interest, from the date of withdrawal at a rate equal to the prime rate of interest as quoted in the Wall Street Journal.

SECTION 6. PRIVACY

6.1. Subscriber Privacy

Franchisee shall fully comply with any provisions regarding the privacy rights of Subscribers contained in federal, State, or local laws.

SECTION 7. REPORTS AND RECORDS

7.1. Open Records

Franchisee shall manage all of its operations in accordance with a policy of keeping its documents and records open and accessible to the City. The City shall have access to, and the right to inspect, any books and records of Franchisee, its parent corporations and affiliates, which are reasonably related to the administration or enforcement of the terms of this Franchise. Franchisee shall not deny the City access to any of Franchisee's records on the basis that Franchisee's records are under the control of any parent corporation or affiliate or a third party. The City may, in writing, request copies of any such records or books, and Franchisee shall provide such copies within thirty (30) days of the transmittal of such request. One (1) copy of all reports and records required under this or any other subsection shall be furnished to the City, at the sole expense of Franchisee. If the requested books and records are too voluminous or for security reasons cannot be copied or removed, then Franchisee may request, in writing within ten (10) days, that the City inspect them at Franchisee's office. If any books or records of Franchisee are not kept in a local office and not made available as copies to the City upon written request as set forth above, and if the City determines that an examination of such records is necessary or appropriate for the performance of any of the City's duties, administration or enforcement of this Franchise, then all reasonable travel and related expenses incurred in making such examination shall be paid by Franchisee.

7.2. Confidentiality

The City agrees to treat as confidential any books or records that constitute proprietary or confidential information under federal or State law, to the extent Franchisee makes the City aware of such confidentiality. Franchisee shall be responsible for clearly and conspicuously stamping the word "Confidential" on each page that contains confidential or proprietary information and shall provide a brief written explanation as to why such information is confidential under State or federal law. If the City believes it must release any such confidential books and records in the course of enforcing this Franchise or for any other reason, it shall advise Franchisee in advance so that Franchisee may take appropriate steps to protect its interests. If the City receives a demand from any person for disclosure of any information designated by Franchisee as confidential, the City shall, so far as consistent with applicable law, advise Franchisee and provide Franchisee with a copy of any written request by the party demanding access to such information within a reasonable time. Until otherwise ordered by a court or agency of competent jurisdiction, the City agrees that, to the extent permitted by State and federal law, it shall deny access to any of Franchisee's books and records marked confidential as set forth above to any person.

7.3. Records Required

(A) Franchisee shall at all times maintain, and shall furnish to the City upon request, the following information:

(1) A complete set of maps showing the exact location of all Open Video System equipment and facilities in the Right-of-Way, but excluding detail on proprietary electronics contained therein and Subscriber drops. As-built maps, including proprietary electronics, shall be available at Franchisee's offices for inspection by the City's authorized representative(s) or agent(s) and made available to such persons during the course of inspections as reasonably conducted by the City. These maps shall be certified as accurate by an appropriate representative of the Franchisee;

(2) A copy of all FCC filings on behalf of Franchisee which relate to the operation of the Open Video System in the City; and

(3) The number of Subscribers added or terminated, all construction activity, and total homes passed, for the previous twelve (12) months.

7.4. Request for Documents

Upon written request, Franchisee shall submit to the City copies of any applications, notifications, communications and documents of any kind, submitted by Franchisee or its Affiliates to any federal, State, or local courts, regulatory agencies and other government bodies, if such documents directly relate to the operations of Franchisee's System within the Franchise Area. Franchisee shall submit such documents to the City no later than forty-five (45) days after receipt of the City's request. Franchisee shall not claim confidential, privileged or proprietary rights to such documents unless under federal, State, or local law such documents have been determined to be confidential by a court of competent jurisdiction, or a federal or state agency.

SECTION 8. GENERAL RIGHT-OF-WAY USE AND CONSTRUCTION

8.1. Right to Construct

Subject to applicable laws, regulations, rules, resolutions and ordinances of the City and the provisions of this Franchise, Franchisee may perform all construction in the Rights-of-Way for any facility needed for the maintenance or extension of Franchisee's Open Video System.

8.2. Right-of-Way Meetings

All work authorized and required hereunder shall be done in a safe, thorough and workmanlike manner. All installations of equipment shall be durable and installed in accordance with good engineering practices.

8.3. General Standard

All work authorized and required hereunder shall be done in a safe, thorough and workmanlike manner. All installations of equipment shall be permanent in nature, durable and installed in accordance with good engineering practices.

8.4. Permits Required for Construction

Prior to doing any work in the Right-of Way or other public property, Franchisee shall apply for, and obtain, appropriate permits from the City. As part of the permitting process, the City may impose such conditions and regulations as are necessary for the purpose of protecting any structures in such Rights-of-Way, proper restoration of such Rights-of-Way and structures, the protection of the public, and the continuity of pedestrian or vehicular traffic. Such conditions may also include the provision of a construction schedule and maps showing the location of the facilities to be installed in the Right-of-Way. Franchisee shall pay all applicable fees for the requisite City permits received by Franchisee.

8.5. Joint Trenching/Boring

Whenever it is possible and reasonably and financially practicable to joint trench or share bores or cuts, Franchisee shall work with other providers (such as telecommunications, cable, gas or electric companies), licensees, permittees and franchisees, so as to reduce so far as possible the number of Right-of-Way cuts within the Franchise Area.

8.6. Movement of Facilities During Emergencies

During emergencies, the City may move Franchisee's facilities without prior notice.

8.7. Emergency Permits

In the event that emergency repairs are necessary, Franchisee shall immediately notify the City of the need for such repairs. Franchisee may initiate such emergency repairs immediately, and shall apply for appropriate permits within forty-eight (48) hours after discovery of the emergency.

8.8. Compliance with Applicable Codes

(A) City Construction Codes. Franchisee shall comply with all applicable City construction-related codes, including, without limitation, all building codes, zoning codes, and related regulations.

(B) Tower Specifications. Antenna supporting structures (towers) shall be designed for the proper loading as specified by the Electronics Industries Association (EIA), as those specifications may be amended from time to time. Antenna supporting structures (towers) shall be painted, lighted, erected and maintained in accordance with all applicable rules and regulations of the Federal Aviation Administration and all other applicable federal, State, and local codes or regulations.

(C) Safety Codes. Franchisee shall comply with all federal, State and City safety requirements, rules, regulations, laws and practices and employ all necessary devices as required by applicable law during construction, operation and repair of its Open Video System. By way of illustration and not limitation, Franchisee shall comply with the National Electric Code, National Electrical Safety Code, and Occupational Safety and Health Administration (OSHA) Standards.

(D) One Call. Prior to placing any underground facilities, Franchisee will join and maintain membership in good standing with the Utility Coordinating Council One Call Center or other similar or successor organization which is designated to coordinate underground equipment locations and installations. Franchisee is familiar with Ch.19.122 (Washington State's "Underground Utilities" statutes) and understands and will abide by local procedures, customs and practices relating to the one call locator service program.

8.9. GIS Mapping

Franchisee shall comply with any generally applicable ordinances, rules, regulations and policies of the City regarding geographic information systems mapping for users of the Rights-of-Way.

8.10. Minimal Interference

Work in the Right-of-Way, on other public property, near public property, or on or near private property shall be done in a manner that causes the least interference with the rights and reasonable convenience of property owners and residents. Franchisee's Open Video System shall be constructed and maintained in such manner as not to interfere with sewers, water pipes, ~~or any other property of the City or with any other pipes, wires, conduits, pedestals, structures,~~ or other facilities that may have been laid in the Rights-of-Way by, or under, the City's authority. The Franchisee's Open Video System shall be located, erected and maintained so as not to endanger or interfere with the lives of Persons, or to interfere with new improvements the City may deem proper to make, or to unnecessarily hinder or obstruct the free use of the Rights-of-Way or other public property, and shall not interfere with the travel and use of public places by the public during the construction, repair, operation or removal thereof, and shall not obstruct or impede traffic. In the event of such interference, the City may require the removal or relocation of Franchisee's lines, cables, equipment and other appurtenances from the property in question at Franchisee's expense.

8.11. Safety

Franchisee shall provide and use any equipment and facilities necessary to control and carry Franchisee's signals so as to prevent injury to the City's property or property belonging to any Person. Franchisee, at its own expense, shall repair, renew, change and improve its facilities to keep them in good repair and safe and presentable condition. All excavations made by Franchisee in the Rights-of-Way shall be properly safeguarded for the prevention of accidents by the placement of adequate barriers, fences or boarding, the bounds of which, during periods of dusk and darkness, shall be clearly designated by warning lights.

8.12. Underground Construction and Use of Poles

(A) When required by general ordinances, resolutions, regulations or rules of the City or applicable State or federal law, Franchisee's Open Video System shall be placed underground at Franchisee's expense. Placing facilities underground does not preclude the use of ground-mounted appurtenances.

(B) Where electric and telephone lines are installed underground at the time of Open Video System construction, or when all such wiring is subsequently placed underground,

all Open Video System lines shall also be placed underground with other wireline service at no expense to the City or Subscribers, unless funding is generally available for such relocation to all users of the Rights-of-Way. Related Open Video System equipment, such as pedestals, must be placed in accordance with the City's applicable code requirements and rules. In areas where either electric or telephone utility wiring is aerial, the Franchisee may install aerial cable, except when a property owner or resident requests underground installation and agrees to bear the additional cost in excess of aerial installation.

(C) The Franchisee shall utilize existing poles and conduit wherever possible.

(D) In the event Franchisee cannot obtain the necessary poles and related facilities pursuant to a pole attachment agreement, and only in such event, then it shall be lawful for Franchisee to make all needed excavations in the Rights-of-Way for the purpose of placing, erecting, laying, maintaining, repairing, and removing poles, supports for wires and conductors, and any other facility needed for the maintenance or extension of Franchisee's Open Video System. All poles of Franchisee shall be located as designated by the proper City authorities and only upon written consent of the City.

(E) This Franchise does not grant, give or convey to the Franchisee the right or privilege to install its facilities in any manner on specific utility poles or equipment of the City or any other Person. Copies of agreements for the use of poles, conduits or other utility facilities must be provided upon request by the City.

(F) If the City requests, when Franchisee is constructing, relocating or placing ducts or conduits in public rights-of-way, that Franchisee provide the City with additional duct or conduit and related structures necessary to access the conduit, then such request shall be governed by federal, State and local law, including RCW 35.99.070.

8.13. Electrical Bonding

Franchisee shall ensure that all drops are properly bonded to the electrical power ground at the home, consistent with applicable code requirements. All non-conforming or non-performing drops shall be replaced by Franchisee as necessary.

8.14. Repair and Restoration of Property

(A) The Franchisee shall protect public and private property from damage. If damage occurs, the Franchisee shall promptly notify the property owner within twenty-four (24) hours in writing.

(B) Whenever Franchisee disturbs or damages any Right-of-Way, other public property or any private property, Franchisee shall promptly restore the Right-of-Way or property to at least its prior condition, normal wear and tear excepted, at its own expense.

(C) Rights-of-Way and Other Public Property. Franchisee shall warrant any restoration work performed by or for Franchisee in the Right-of-Way or on other public property for one (1) year. If restoration is not satisfactorily performed by the Franchisee within a reasonable time, the City may, after prior notice to the Franchisee, or without notice where the disturbance or damage may create a risk to public health or safety, cause the repairs to be made

and recover the cost of those repairs from the Franchisee. Within thirty (30) days of receipt of an itemized list of those costs, including the costs of labor, materials and equipment, the Franchisee shall pay the City such total amount.

(D) Private Property. Upon completion of the work that caused any disturbance or damage, Franchisee shall promptly commence restoration of private property and will use its best efforts to complete the restoration within seventy-two (72) hours, considering the nature of the work that must be performed.

8.15. Discontinuing Use/Abandonment of Open Video System Facilities

Whenever Franchisee intends to discontinue using any facility within the Rights-of-Way, Franchisee shall submit for the City's approval a complete description of the facility and the date on which Franchisee intends to discontinue using the facility. Franchisee may remove the facility or request that the City permit it to remain in place. Notwithstanding Franchisee's request that any such facility remain in place, the City may require Franchisee to remove the facility from the Right-of-Way or modify the facility to protect the public health, welfare, safety, and convenience, or otherwise serve the public interest. The City may require Franchisee to perform a combination of modification and removal of the facility. Franchisee shall complete ~~such removal or modification in accordance with a schedule set by the City.~~ Until such time as Franchisee removes or modifies the facility as directed by the City, or until the rights to and responsibility for the facility are accepted by another Person having authority to construct and maintain such facility, Franchisee shall be responsible for all necessary repairs and relocations of the facility, as well as maintenance of the Right-of-Way, in the same manner and degree as if the facility were in active use, and Franchisee shall retain all liability for such facility. If Franchisee abandons its facilities, the City may choose to use such facilities for any purpose whatsoever including, but not limited to, access purposes.

8.16. Movement of Open Video System Facilities For City Purposes

The City shall have the right to require Franchisee to relocate, remove, replace, modify or disconnect Franchisee's facilities and equipment located in the Rights-of-Way or on any other property of the City, in the event of an emergency or when reasonable public convenience requires such change (for example, without limitation, by reason of traffic conditions, public safety, Right-of-Way vacation, Right-of-Way construction, change or establishment of Right-of-Way grade, installation of sewers, drains, gas or water pipes, or any other types of structures or improvements by the City for public purposes). Such work shall be performed at the Franchisee's expense. Except during an emergency, the City shall provide reasonable notice to Franchisee, not to be less than five (5) business days, and shall allow Franchisee the opportunity to perform such action. In the event of any capital improvement project exceeding \$500,000 in expenditures by the City, which requires the removal, replacement, modification or disconnection of Franchisee's facilities or equipment, the City shall provide at least sixty (60) days' written notice to Franchisee. Following notice by the City, Franchisee shall relocate, remove, replace, modify or disconnect any of its facilities or equipment within any Right-of-Way, or on any other property of the City. If the City requires Franchisee to relocate its facilities located within the Rights-of-Way, the City shall make a reasonable effort to provide Franchisee with an alternate location within the Rights-of-Way. If funds are generally made available to users of the Rights-of-Way for such relocation, Franchisee shall be entitled to its pro rata share of such funds.

If the Franchisee fails to complete such work within the time prescribed and to the City's satisfaction, the City may cause the work to be done and bill the cost of the work to the Franchisee, including all costs and expenses incurred by the City due to Franchisee's delay. In such event, the City shall not be liable for any damage to any portion of Franchisee's Open Video System. Within thirty (30) days of receipt of an itemized list of such costs, the Franchisee shall pay the City.

8.17. Movement of Open Video System Facilities for Other Franchise Holders

If any removal, replacement, modification or disconnection of the Open Video System is required to accommodate the construction, operation or repair of the facilities or equipment of another City franchise holder, Franchisee shall, after at least thirty (30) days' advance written notice, take action to effect the necessary changes requested by the responsible entity. Franchisee may require that the costs associated with the removal, replacement, modification, disconnection or relocation be paid by the benefited party.

8.18. Temporary Changes for Other Permittees

At the request of any Person holding a valid permit and upon reasonable advance notice, ~~Franchisee shall temporarily raise, lower or remove its wires as necessary to permit the moving~~ of a building, vehicle, equipment or other item. The permit holder must bear the expense of such temporary changes, and Franchisee may require a reasonable deposit of the estimated payment in advance.

8.19. Reservation of City Use of Right-of-Way

Nothing in this Franchise shall prevent the City or public utilities owned, maintained or operated by public entities other than the City from constructing sewers, grading, paving, repairing or altering any Right-of-Way, laying down, repairing or removing water mains, or constructing or establishing any other public work or improvement. All such work shall be done, insofar as practicable, so as not to obstruct, injure or prevent the use and operation of Franchisee's Open Video System.

8.20. Tree Trimming

Franchisee may prune or cause to be pruned, using proper pruning practices, any tree in the City's Rights-of-Way which interferes with Franchisee's Open Video System. Franchisee shall comply with any general ordinance or regulations of the City regarding tree trimming. Except in emergencies, Franchisee may not prune trees at a point below thirty (30) feet above sidewalk grade until one (1) week written notice has been given to the owner or occupant of the premises abutting the Right-of-Way in or over which the tree is growing. The owner or occupant of the abutting premises may prune such tree at his or her own expense during this one (1) week period. If the owner or occupant fails to do so, Franchisee may prune such tree at its own expense. For purposes of this subsection, emergencies exist when it is necessary to prune to protect the public or Franchisee's facilities from imminent danger only. Franchisee shall be responsible for debris removal from such tree trimming, and failure to remove debris after a reasonable time shall result in debris being removed by the City and the costs involved being charged to the Franchisee. Tree trimming shall be coordinated with other franchisees and utility providers, including but not limited to the Public Utility District No. 1 of Snohomish County.

8.21. Inspection of Construction and Facilities

The City may inspect any of Franchisee's facilities, equipment or construction at any time upon at least twenty-four (24) hours notice, or, in case of emergency, upon demand without prior notice. If an unsafe condition is found to exist, the City, in addition to taking any other action permitted under applicable law, may order Franchisee, in writing, to make the necessary repairs and alterations specified therein forthwith to correct the unsafe condition by a time the City establishes. The City has the right to correct, inspect, administer and repair the unsafe condition, if Franchisee fails to do so, and to charge Franchisee therefore.

8.22. Stop Work

(A) On notice from the City that any work is being performed contrary to the provisions of this Franchise, or in an unsafe or dangerous manner as determined by the City, or in violation of the terms of any applicable permit, laws, regulations, ordinances, or standards, the work may immediately be stopped by the City.

(B) The stop work order shall:

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- (1) Be in writing;
 - (2) Be given to the Person doing the work or posted on the work site;
 - (3) Be sent to Franchisee by overnight delivery at the address given herein;
 - (4) Indicate the nature of the alleged violation or unsafe condition; and
 - (5) Establish conditions under which work may be resumed.

8.23. Work of Contractors and Subcontractors

Franchisee's contractors and subcontractors shall be licensed and bonded in accordance with the City's ordinances, regulations and requirements. Work by contractors and subcontractors is subject to the same restrictions, limitations and conditions as if the work were performed by Franchisee. Franchisee shall be responsible for all work performed by its contractors and subcontractors and others performing work on its behalf as if the work were performed by it, shall ensure that all such work is performed in compliance with this Franchise and other applicable law, and shall be jointly and severally liable for all damages and correcting all damage caused by them. It is Franchisee's responsibility to ensure that contractors, subcontractors or other Persons performing work on Franchisee's behalf are familiar with the requirements of this Franchise and other applicable laws governing the work performed by them.

8.24. Construction Bond.

(A) Prior to commencing any construction work exceeding One Hundred Thousand Dollars, Franchisee shall provide a construction bond to ensure the faithful performance of its responsibilities under this Franchise and applicable law, including, by way of example and not limitation, its obligations to restore City Streets and other property. The amount of the construction bond shall be twenty-five percent of the construction cost. The

construction bond shall be in a form and with a surety acceptable to the City. Franchisee shall pay all premiums or costs associated with maintaining the construction bond and shall keep the same in full force and effect until the construction of the Open Video System shall have been completed and all restoration of public and private property shall have occurred regarding thereto. Thereafter, the construction bond shall be released, subject to the mutual written agreement of the parties.

(B) The construction bond may be drawn upon by the City for any proper purpose under this Franchise or as otherwise provided by applicable law.

(C) The City shall give Franchisee written notice of any withdrawal under this subsection upon such withdrawal. Within seven (7) days following receipt of such notice, Franchisee shall restore the construction bond to the amount required under this Franchise. Franchisee's maintenance of the construction bond shall not be construed to excuse unfaithful performance by Franchisee or to limit the liability of Franchisee to the amount of the construction bond or otherwise to limit the City's recourse to any other remedy available at law or equity.

(D) Franchisee shall have the right to appeal to the City Council for ~~reimbursement in the event Franchisee believes that the construction bond was drawn upon~~ improperly. Franchisee shall also have the right of judicial appeal, if Franchisee believes the construction bond has not been properly drawn upon in accordance with this Franchise. Any funds the City erroneously or wrongfully withdraws from the construction bond shall be returned to Franchisee with interest, from the date of withdrawal at a rate equal to the prime rate of interest as quoted in the Wall Street Journal.

SECTION 9. EMERGENCY ALERT SYSTEM AND TECHNICAL STANDARDS

9.1. Emergency Alert Capability

(A) If required by federal law or regulation, Franchisee shall provide the City an operating Emergency Alert System ("EAS") so that the City may use the Open Video System to transmit an emergency alert signal.

(B) The City shall permit only appropriately trained and authorized persons to operate the EAS equipment provided pursuant to this subsection.

(C) Franchisee shall ensure that the EAS is functioning properly at all times. It will test the EAS periodically, in a manner consistent with sound operational practices for emergency systems. Franchisee will advise the City of the testing schedule and the City may be present for the tests.

9.2. Technical Performance

The technical performance of the Open Video System shall meet or exceed all applicable federal (including, but not limited to, the FCC) and State technical standards, as they may be amended from time to time, regardless of the transmission technology utilized. The City shall have the full authority permitted by applicable law to enforce compliance with these technical standards.

SECTION 10. FRANCHISE VIOLATIONS

10.1. Procedure for Remediating Franchise Violations

(A) If the City believes that Franchisee has failed to perform any obligation under this Franchise or has failed to perform in a timely manner, the City shall notify Franchisee in writing, stating with reasonable specificity the nature of the alleged default. Franchisee shall have thirty (30) days from the receipt of such notice to:

(1) respond to the City, contesting the City's assertion that a default has occurred, and requesting a meeting in accordance with subsection (B), below; or

(2) cure the default; or

(3) notify the City that Franchisee cannot cure the default within the thirty (30) days, because of the nature of the default. In the event the default cannot be cured within thirty (30) days, Franchisee shall promptly take all reasonable steps to cure the default and notify the City in writing and in detail as to the exact steps that will be taken and the projected completion date. In such case, the City may set a meeting in accordance with subsection (B) below to determine whether additional time beyond the thirty (30) days specified above is indeed needed, and whether Franchisee's proposed completion schedule and steps are reasonable.

(B) If Franchisee does not cure the alleged default within the cure period stated above, or by the projected completion date under subsection (A)(3), or denies the default and requests a meeting in accordance with (A)(1), or the City orders a meeting in accordance with subsection (A)(3), the City shall set a meeting to investigate said issues or the existence of the alleged default. The City shall notify Franchisee of the meeting in writing and such meeting shall take place no less than thirty (30) days after Franchisee's receipt of notice of the meeting.

(C) If, after the meeting, the City determines that a default exists, the City shall order Franchisee to correct or remedy the default or breach within fifteen (15) days or within such other reasonable time period as the City shall determine. In the event Franchisee does not cure within such time frame to the City's reasonable satisfaction, the City may:

(1) Withdraw an amount from the irrevocable letter of credit or performance bond as monetary damages;

(2) Recommend the revocation of this Franchise pursuant to the procedures in subsection 10.2; or

(3) Recommend any other legal or equitable remedy available under this Franchise or any applicable law.

(D) The determination as to whether a violation of this Franchise has occurred shall be within the discretion of the City, provided that any such final determination may be subject to appeal to the City Council or review by a court of competent jurisdiction under applicable law.

10.2. Revocation

(A) In addition to revocation in accordance with other provisions of this Franchise, the City may revoke this Franchise and rescind all rights and privileges associated with this Franchise in the following circumstances, each of which represents a material breach of this Franchise:

(1) If Franchisee fails to perform any material obligation under this Franchise or under any other agreement, ordinance or document regarding the City and Franchisee;

(2) If Franchisee attempts to evade any material provision of this Franchise or to practice any fraud or deceit upon the City or Subscribers;

(3) If Franchisee becomes insolvent, or if there is an assignment for the benefit of Franchisee's creditors; or

(4) If Franchisee fails to comply with all provisions of federal law pertaining to Open Video System Operators, including, but not necessarily limited to, 47 U.S.C. 573 and 47 CFR 76.1500 et seq.

(B) Prior to forfeiture or termination of the Franchise, the City shall give written notice to the Franchisee of its intent to revoke the Franchise. The notice shall set forth the exact nature of the noncompliance. Franchisee shall have thirty (30) days from such notice to object in writing and to state its reasons for such objection and provide any explanation. In the event the City has not received a satisfactory response from Franchisee, it may then seek a termination of the Franchise by the City Council in accordance with this subsection.

(C) Any proceeding under the paragraph above shall be conducted by the City Council and open to the public. Franchisee shall be afforded at least forty-five (45) days prior written notice of such proceeding.

(1) At such proceeding, Franchisee shall be provided a fair opportunity for full participation, including the right to be represented by legal counsel, to introduce evidence, and to question witnesses. A complete verbatim record and transcript shall be made of such proceeding and the cost shall be shared equally between the parties. The City Council shall hear any Persons interested in the revocation, and shall allow Franchisee, in particular, an opportunity to state its position on the matter.

(2) Within ninety (90) days after the hearing, the City Council shall determine whether to revoke the Franchise and declare that the Franchise is revoked and the irrevocable letter of credit or performance bond forfeited, or, if the breach at issue is capable of being cured by Franchisee, to direct Franchisee to take appropriate remedial action within the time and in the manner and on the terms and conditions that the City Council determines are reasonable under the circumstances. If the City Council determines that the Franchise is to be revoked, the City Council shall set forth the reasons for such a decision and shall transmit a copy of the decision to the Franchisee. Franchisee shall be bound by the City Council's decision to revoke the Franchise unless it appeals the decision to a court of competent jurisdiction within fifteen (15) days of the date of the decision.

(3) Franchisee shall be entitled to such relief as the court may deem appropriate.

(4) The City Council may at its sole discretion take any lawful action which it deems appropriate to enforce the City's rights under the Franchise in lieu of revocation of the Franchise.

10.3. Procedures in the Event of Termination or Revocation

(A) If this Franchise expires without renewal or is otherwise lawfully terminated or revoked, the City may order the removal of the above-ground Open Video System facilities and such underground facilities from the City at Franchisee's sole expense within a reasonable period of time as determined by the City. In removing its plant, structures and equipment, Franchisee shall refill, at its own expense, any excavation that is made by it and shall leave all Rights-of-Way, public places and private property in as good condition as that prevailing prior to Franchisee's removal of its equipment without affecting the electrical or telephone wires or attachments. The indemnification and insurance provisions and the irrevocable letter of credit or performance bond, as applicable, shall remain in full force and effect during the period of removal, and Franchisee shall not be entitled to, and agrees not to request, compensation of any sort therefore.

(B) If Franchisee fails to complete any removal required by this subsection to the City's satisfaction, after written notice to Franchisee, the City may cause the work to be done and Franchisee shall reimburse the City for the costs incurred within thirty (30) days after receipt of an itemized list of the costs, or the City may recover the costs through the irrevocable letter of credit or performance bond, as applicable, provided by Franchisee.

10.4. Purchase of Open Video System

(A) If at any time this Franchise is lawfully revoked, terminated or not renewed (in accordance with applicable law), the City shall have the option to purchase the Open Video System.

(B) The City may, at any time after Franchise revocation, termination or non-renewal, offer in writing to purchase Franchisee's System. In any case where the City elects to purchase the System, the purchase shall be closed within one hundred twenty (120) days of the date of the City's audit of a balance sheet and current profit and loss statement of Franchisee's System. The City shall, as applicable, pay for the Open Video System in cash or certified funds, and Franchisee shall deliver appropriate bills of sale and other instruments of conveyance.

(C) For the purposes of this subsection, the price for the System shall be determined as follows:

(1) In the case of the expiration of the Franchise without renewal, at fair market value determined on the basis of Franchisee's System valued as a going concern, but with no value allocated the Franchise itself. In order to obtain the fair market value, this valuation shall be reduced by the amount of any lien, encumbrance, or other obligation of Franchisee that the City may assume.

(2) In the case of revocation for cause, the equitable price of Franchisee's Open Video System.

10.5. Receivership and Foreclosure

(A) At the option of the City, subject to applicable law, this Franchise may be revoked after the appointment of a receiver or trustee to take over and conduct the business of Franchisee whether in receivership, reorganization, bankruptcy or other action or proceeding, unless:

(1) The receivership or trusteeship is timely vacated; or

(2) The receivers or trustees have timely and fully complied with all the terms and provisions of this Franchise and have remedied all defaults under the Franchise. Additionally, the receivers or trustees shall have executed an agreement duly approved by the court having jurisdiction, by which the receivers or trustee assume and agree to be bound by each and every term, provision and limitation of this Franchise.

(B) If there is a foreclosure or other involuntary sale of the whole or any part of the plant property and equipment of Franchisee, the City may serve notice of revocation on ~~Franchisee and to the purchaser at the sale, and the rights and privileges of Franchisee under this~~ Franchise shall be revoked thirty (30) days after service of such notice, unless:

(1) The City has approved the transfer of the Franchise, in accordance with the procedure set forth in this Franchise and as provided by law; and

(2) The purchaser has covenanted and agreed with the City to assume and be bound by all the terms and conditions of this Franchise.

10.6. Alternative Remedies

No provision of this Franchise shall be deemed to bar the right of the City to seek or obtain judicial relief from a violation of any provision of the Franchise or any rule, regulation, requirement or directive promulgated hereunder. Neither the existence of other remedies identified in this Franchise nor the exercise thereof shall be deemed to bar or otherwise limit the right of the City to recover monetary damages for such violations by Franchisee or to seek and obtain judicial enforcement of Franchisee's obligations by means of specific performance, injunctive relief or mandate, or any other remedy at law or in equity.

10.7. Assessment of Monetary Damages

The City and Franchisee recognize the delays, expense and unique difficulties involved in proving in a legal proceeding the actual loss suffered by the City as a result of Franchisee's breach of certain provisions of this Franchise. Accordingly, instead of requiring such proof, the City and Franchisee agree that Franchisee shall pay to the City the sums set forth below for each day or part thereof that Franchisee shall be in breach of specific provisions of this Franchise. Such amounts are agreed to by both parties as a reasonable estimate of the actual damages the City would suffer in the event of Franchisee's breach of such provisions of this Franchise.

Subject to the City's giving written notice to the Franchisee and thirty (30) day right to cure period, the City may assess against Franchisee monetary damages up to two hundred fifty Ordinance No. 743

dollars (\$250) per day for material departure from the FCC technical performance standards; fifty (\$50) per day for failure to provide reports or notices as required by this Franchise; and up to one hundred dollars (\$100) per day for any other material breaches or defaults under the Franchise.

SECTION 11. FRANCHISE TRANSFER

(A) This Franchise as an asset of the Open Video System shall not be sold, assigned, transferred, leased or disposed of, either by involuntary sale or by voluntary sale, merger or consolidation; nor shall title thereto, either legal or equitable, or any right, interest or property therein pass to or vest in any Person or entity without the prior written consent of the City, which consent shall be by the City Council, acting by ordinance.

(B) The Franchisee shall promptly notify the City of any actual or proposed change in, or transfer of, or acquisition by any other party of control of the Franchisee. The word "control" as used herein is not limited to majority stockholders but includes actual working control in whatever manner exercised. Every change, transfer or acquisition of control of the Franchisee shall make this Franchise subject to cancellation unless and until the City shall have consented in writing thereto.

(C) The parties to the sale or transfer shall make a written request to the City for its approval of a sale or transfer and furnish all information required by law and the City.

(D) The City shall act by ordinance on the request within one hundred twenty (120) days of the request, provided it has received all requested information. Subject to the foregoing, if the City fails to render a final decision on the request within one hundred twenty (120) days, such request shall be deemed granted unless the requesting party and the City agree to an extension of time.

(E) Within thirty (30) days of any transfer or sale, if approved or deemed granted by the City, Franchisee shall file with the City a copy of the deed, agreement, lease or other written instrument evidencing such sale or transfer of ownership or control, certified and sworn to as correct by Franchisee and the transferee, and the transferee shall file its written acceptance agreeing to be bound by all of the provisions of this Franchise, subject to applicable law.

(F) In reviewing a request for sale or transfer, the City may inquire into the qualifications of the prospective controlling party or transferee, and Franchisee shall assist the City in so inquiring. The City may condition said sale or transfer upon such terms and conditions as it deems reasonably appropriate, provided, however, any such terms and conditions so attached shall be related to the qualifications of the prospective controlling party or transferee and to the resolution of outstanding and unresolved issues of noncompliance with the terms and conditions of this Franchise by Franchisee. Additionally, the prospective transferee or assignee must have been certified by the FCC to operate as an Open Video System Operator in the City.

(G) Notwithstanding anything to the contrary in this subsection, the prior approval of the City shall not be required for any sale, assignment or transfer of the Franchise or Open Video System to an entity controlling, controlled by or under the same common control as Franchisee. The proposed assignee or transferee must agree in writing to comply with all of the

provisions of the Franchise. Further, Franchisee may pledge the assets of the Open Video System for the purpose of financing without the consent of the City; provided that such pledge of assets shall not impair or mitigate Franchisee's responsibilities and capabilities to meet all of its obligations under the provisions of this Franchise.

SECTION 12. SEVERABILITY

If any Section, subsection, paragraph or provision of this Franchise is determined to be illegal, invalid or unconstitutional by any court or agency of competent jurisdiction, such determination shall have no effect on the validity of any other Section, subsection, paragraph or provision of this Franchise, all of which will remain in full force and effect for the term of the Franchise.

SECTION 13. MISCELLANEOUS PROVISIONS

13.1. Notices

Throughout the term of the Franchise, each party shall maintain and file with the other a local address for the service of notices by mail. All notices shall be sent postage prepaid to such ~~respective address and such notices shall be effective upon the date of mailing. The City or the~~ Franchisee may change these addresses by written notice at any time. At the Effective Date of this Franchise:

Franchisee's address shall be:

Black Rock Cable, Inc.
1512 Fairview St.
Bellingham, WA 98229

The City's address shall be:

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

13.2. Descriptive Headings

The headings and titles of the Sections and subsections of this Franchise are for reference purposes only and shall not affect the meaning or interpretation of the text herein.

13.3. Costs and Expenses to be Borne by Franchisee

The costs and expenses associated with the City's review and processing of this Franchise will be borne by the Franchisee. The City's Franchise review and processing costs and expenses shall include, but not be limited to, all costs and expenses of legal review and publication of this Franchise and any other documents related hereto. Said costs and expenses shall be paid by the Franchisee within 30 days of receipt of appropriate invoice from the City.

13.4. Binding Effect

This Franchise shall be binding upon the parties hereto and their permitted successors and assigns.

13.5. Authority to Amend

This Franchise may be amended at any time by written agreement between the parties.

13.6. No Joint Venture

Nothing herein shall be deemed to create a joint venture or principal-agent relationship between the parties, and neither party is authorized to, nor shall either party, act toward third Persons or the public in any manner that would indicate any such relationship with the other.

13.7. Waiver

The failure of the City at any time to require performance by the Franchisee of any provision hereof shall in no way affect the right of the City hereafter to enforce the same. Nor shall the waiver by the City of any breach of any provision hereof be taken or held to be a waiver of any succeeding breach of such provision or as a waiver of the provision itself or any other provision.

13.8. Venue

Venue for any judicial proceeding regarding this Franchise shall be in Snohomish County.

13.9. Governing Law

Applicable local, State and federal law (including, but not limited to, the Cable Act and all rules, regulations, rulemakings and orders of the FCC) shall govern this Franchise.

13.10. Entire Agreement

This Franchise represents the entire understanding and agreement between the parties hereto with respect to the subject matter hereof and supersedes all prior oral or written negotiations between the parties.

13.11. Acceptance

After the passage and approval of this Ordinance and within thirty days after such approval, this Franchise shall be accepted by Black Rock by filing with the City Clerk an unconditional, acknowledged written acceptance of all terms and conditions of this Franchise. Failure of Black Rock to file such an acceptance within thirty days of approval shall be deemed a rejection by Black Rock, and the rights and privileges herein granted shall cease after expiration of the thirty day period after approval, unless the thirty day period is extended by ordinance duly passed for that purpose.

SECTION 14. EFFECTIVE DATE

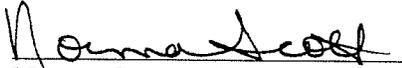
This Ordinance shall be in full force and effect five (5) days after its passage and publication of a summary consisting of its title.

PASSED by the City Council and approved by the Mayor this 2nd day of April, 2007.

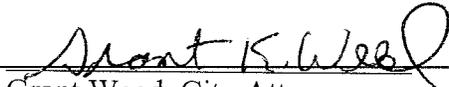


Vern Little, Mayor

ATTEST:


Norma Scott, City Clerk

APPROVED AS TO FORM:


Grant Weed, City Attorney

Passed: April 2, 2007

Valid:

Published: April 11, 2007

Effective: April 16, 2007

Exhibit A – Acceptance of Franchise

In accordance with Subsection 13.11 of the Franchise between the City of Lake Stevens (“the City”) and Black Rock Cable, Inc. (“the Franchisee”), the Franchisee hereby submits this Acceptance of Franchise to the City.

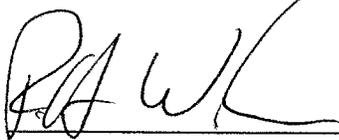
The Franchisee hereby accepts and agrees to comply with all terms, provisions, and conditions of the Franchise.

Attached herewith is a certificate of insurance in accordance with Subsection 5.3 of the Franchise.

The Franchisee hereby agrees to reimburse the City for its Franchise review and processing costs within 30 days of receipt of appropriate invoice from the City in accordance with Subsection 13.3 of the Franchise.

The Franchisee hereby certifies that the undersigned is a duly authorized officer of the Franchisee with the authority to execute this Acceptance of Franchise.

ACCEPTED BY BLACK ROCK CABLE, INC.

 , its  Date: 4/16/07 , 2007

Name, Title

Exhibit B

**CITY OF LAKE STEVENS
LAKE STEVENS, WASHINGTON**

ORDINANCE NO. 901

AN ORDINANCE OF THE CITY LAKE STEVENS CONSENTING TO THE TRANSFER OF FRANCHISE TO PROVIDE OPEN VIDEO AND DARK FIBER SERVICES FROM BLACK ROCK CABLE INC TO ASTOUND BROADBAND LLC

WHEREAS, Ordinance No. 743 establishes requirements for transfer of Black Rock Cable Inc. Open Video System; and

WHEREAS, Astound Broadband LLC has acquired Black Rock Cable Inc; and

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

SECTION 1. The City hereby consents to the transfer of Black Rock Cable Inc. franchise agreement to provide open video and dark fiber services to Astound Broadband LLC as required in Ordinance No. 743, Section 11, Franchise Transfer.

SECTION 2. Effective Date and Publication. A summary of this ordinance consisting of its title shall be published in the official newspaper of the City. This ordinance shall take effect and be in force five (5) days after the date of publication.

PASSED by the City Council of the City of Lake Stevens this ____ day of _____, 2013.

Vern Little, Mayor

ATTEST/AUTHENTICATION:

Norma J. Scott, City Clerk/Admin Asst

APPROVED AS TO FORM:

Grant K. Weed, City Attorney

First and Final Reading:
Published:
Effective:



LAKE STEVENS CITY COUNCIL
STAFF REPORT

Council Agenda Date: October 14, 2013

Subject: Authorizing the Mayor to Execute an Interlocal Agreement for the City's Participation in the Association of Washington Cities (AWC) Self-Insured Health Insurance Program and Acknowledging that the City shall Be subject to Assessments Thereunder.

Contact Person/Department: Steve Edin/Human Resources Dept. **Budget Impact:** N.A.

RECOMMENDATION(S)/ACTION REQUESTED OF COUNCIL: **Authorize the Mayor to execute an Interlocal Agreement for the City to participate in the AWC Self-Insured Health Insurance Program and acknowledging that the City shall be subject to assessments thereunder.**

SUMMARY/BACKGROUND:

On July 25, 2013, after months of research and consideration, the AWC Employee Benefit Trust Board of Trustees voted to move from a fully insured benefit program to a self-insured model. Among a variety of advantages and opportunities that goes along with self-funding, is AWC's projection of a **0% increase for those covered by the Trust's Regence/Asuris Medical, Group Health Medical, WDS Dental, and VSP Vision self-insured plans for 2014.** In order for AWC to conduct business as a self-insured program, AWC is now required to comply with RCW 48.62 and WAC 200-110. This involves following the state law and rules administered by the Washington State Risk Manager. One of those requirements is that each Member City must approve, by resolution, an Interlocal Agreement authorizing the City of Lake Stevens to participate in the self-insured program.

APPLICABLE CITY POLICIES: RCW 48.62 and WAC 200-110

BUDGET IMPACT: N.A.

ATTACHMENTS:

- ▶ Exhibit A: AWC Employee Benefit Trust Self-Funded Health Care Program Fact Sheet
- ▶ Exhibit B: AWC Employee Benefit Trust Health Care Program Interlocal Agreement
- ▶ Exhibit C: City of Lake Stevens Resolution No. 2013-10



September 3, 2013

Dear AWC Employee Benefit Trust Member:

On July 25, 2013, after months of research and consideration, the AWC Employee Benefit Trust Board of Trustees voted to move from a fully insured benefit program to a self-insured model. Among a variety of advantages and opportunities that goes along with self-funding, is our projection of a **0% Increase** for those covered by the Trust's **Regence/Asuris Medical, Group Health Medical, WDS Dental, and VSP Vision self-Insured plans for 2014.**

In order to conduct business as a self-insured program, we are now required to comply with RCW 48.62 and WAC 200-110. This involves following the state law and rules administered by the Washington State Risk Manager. One of those requirements is that each member must approve, by resolution, an Interlocal Agreement authorizing you to participate in the self-insured program.

Enclosed with this letter is the Interlocal Agreement and a sample council/board resolution, and fact sheet. **We ask that you please calendar these items on your next governing-body agenda for adoption, and return signed copies of the Interlocal Agreement and the resolution to the AWC Employee Benefit Trust no later than November 15, 2013.**

Documents can be mailed, scanned and emailed, or faxed to Luann Hopkins, AWC Chief Operating Officer, as follows:

Mall: Luann Hopkins, COO
Association of Washington Cities
1076 Franklin Street SE
Olympia, WA 98501

Email: Luannah@awcnet.org
Fax: Luann Hopkins, COO at 360-753-0149

Members who do not return the signed Interlocal Agreement and Resolution will not be eligible to purchase medical, dental, and vision benefits from the Trust as of January 1, 2014, and will not be able to take advantage of the projected favorable rates.

If you have questions, or wish to request a representative from the AWC to attend your council/board meetings to help explain these changes, please contact Luann Hopkins or Carol Wilmes at 360-753-4137.

Sincerely,

Handwritten signature of Craig George in blue ink.

Craig George
Chair, AWC Employee Benefit Trust
Board of Trustees

Handwritten signature of Mike McCarty in blue ink.

Mike McCarty
Chief Executive Officer
Association of Washington Cities

AWC Employee Benefit Trust

Self-Funded Health Care Program

Fact Sheet

On August 26, 2013, the State Risk Manager approved the AWC Trust's application to self-insure the medical plans through Group Health and Regence Blue Shield, the Vision Service Plan, and Washington Dental Service plan effective January 1, 2014. The remaining insurance products will continue to be fully-insured. This fact sheet is intended to provide background of the Trust and insight into the Board of Trustee conversation ultimately leading to the decision to self-insure.

Trust history

The AWC Employee Benefit Trust is a Voluntary Employees' Beneficiary Association (VEBA), as defined in IRC 501 (c) (9). The Trust was formed in 1970 by the Association of Washington Cities to offer affordable coverage for its cities and towns with participants in Law Enforcement Officers and Fire Fighters Pension Plan 1 (LEOFF 1). Since that time, the Trust has broadened its insured membership to include all walks of municipal government and their families. Today, the Trust serves 275 participating entities and insures approximately 36,000 employees and family members.

The Trust currently offers medical, dental, vision, employee assistance program, life insurance, long-term disability insurance, and long-term care insurance. In 1984, the Board of Trustees proved to be true visionaries in the health care industry and adopted an innovative health promotion project (wellness) as a cost containment tool. Today, the award-winning Total Health Management services of the Trust (available to Regence and Group Health medical subscribers) continues to reduce health care costs and improve quality of life for our insured members.

The AWC Trust, one of the first of its kind as a municipal league pool, is nationally recognized for excellence and innovation. Industry respect and long-term, stable relationships with insurance carriers, vendors, and consultants have benefited the pool members with quality health care programs, trust-worthy technical assistance and financial predictability. Customer advocacy and member-driven decisions continue to be the cornerstone of the Trust mission, vision and goals.

Planning retreat priority – self-insurance

As one of the highest priorities emerging from the 2011 Long Range Strategic Planning Retreat, the Trustees dedicated its 2013 meetings to learning about the world of self-insurance; hearing in-depth analysis from benefit, legal and actuarial consultants; and weighing the pros and cons of self-insuring the health care plans.

Self-Insurance means a formal program of advance funding and management of entity financial exposure to a risk of loss that is not transferred through the purchase of an insurance policy or contract.

On July 25, Trustees instructed staff and consultants to proceed with a self-insurance application to the State Risk Manager. Approval was granted on August 26, and the Trust will transition its **Regence/Asuris, Group Health, WDS and VSP** plans to self-insurance effective January 1, 2014.

Cost savings

One of the overriding factors in the decision is the potential for cost savings to members. Self-insurance allows the Trust to eliminate several taxes mandatory for fully insured plans including a 2% state tax and a 2% – 3% new 2014 federal insurer tax. While our retention and stop loss fees were extremely competitive as a fully insured plan, these fees were also lowered with the aid of a competitive self-insurance marketplace. Along with all these cost savings, we’ll be able to focus on our own trend line, which has been lower than carriers’ trends for many years. This bodes well for not only this year’s rate projections, but future year’s as well.

The transition to self-insurance will not change the manner in which plans are rated (i.e., the Trust will continue to pool all member claims rather than develop rates based upon individual employer loss experience). However, the discussion of large city claims rating is slated to be discussed by the Board of Trustees in 2014, and being self-insured certainly enables a broader scope of analysis.

With all these factors considered, the Trust’s 2014 rate **projections** are very favorable with 0% increase projected for most plans.

Self-insurance plans

Fully-insured plans

Regence/Asuris Medical	0%	LEOFF I Medicare Advantage Plan	8%
Group Health Medical	0%	Willamette Dental	0%
WDS Dental	0%	Life & LTD	0%
VSP Vision	0%	EAP	0%

Final rates will be adopted by the Board of Trustees on September 26. Look to our website by end of day on Friday, September 27, for an updated posting.

WellCity rate impact

The WellCity discount is 2% less than the base rate. Ongoing WellCity Award recipients – your current rate will be 2% less than the base rate – which means your rate stays the same. For cities earning the 2013 WellCity Award for the first time, you'll get a 2% discount on the 2014 base rate, meaning your rate this year is actually a 2% savings from your 2013 rate.

Employee impacts

For now, know that the impact to employees and their family members is minimal to none:

- Benefit plan designs remain the same, including the mandated benefit changes under the ACA for 2014
- Employees have access to the same provider networks.
- Claims will be processed by the same carriers.
- It is possible that a new ID card will be generated.

Member Employer impacts

Impact to employers is equally minimal:

- Members will still be part of the Trust's large pool, which will now be self-insured.
- The monthly bill will still be generated by NWA and due at the same time as current (by the 10th of the month).
- The most notable change for employers will be the council-adoption by resolution of an Interlocal Agreement between the jurisdiction and the AWC Trust.

Interlocal Agreement

RCW 48.62 authorizes local government entities to self-insure for health care benefits, and delegates rule-making authority and oversight to the Washington State Risk Manager. Chapter 200-110 Washington Administrative Code sets forth that members of the health care program (pool) must be a signatory to the health care program's Interlocal Agreement, and the Interlocal Agreement must be adopted by the local governing body by resolution.

In order for the Trust to meet the state deadlines, member jurisdictions must provide the adopted resolution and Interlocal Agreement no later than **November 15, 2013.**

AWC Employee Benefit Trust Health Care Program Reserve Funding

Self-insured health care programs must establish reserves necessary to fund the termination costs of the program and to insulate the program against unusual severity or frequency of claims. The Board of Trustees have pledged reserve funds pursuant to actuarially established amounts to satisfy this requirement.

Health Care Program 2014 Financials at a glance

Beginning Program Deposits/Assets ¹	\$15,420,000
Projected Employer Contributions	\$174,672,167
Projected Employee Contributions	\$19,408,091
Other Projected Revenues	\$308,400
Total Projected Revenues	\$194,388,586
Projected Claims Payments	\$179,155,972
Projected Operational Expenses ²	\$12,334,777
Projected Stop Loss Insurance Policy	\$813,875
Projected Wellness Program Expenses	\$1,775,561
Total Projected Annual Expenses	\$194,080,186
Projected Year-End Program Assets/Reserves	\$15,728,400

¹ Projected reserves as of December 31, 2013 are \$75,471,971 of which \$15,420,000 are pledged as beginning health care program assets.

² Includes claims adjudication, broker fee-for-service, actuary, legal, consultants, and operations.

Questions

As always, the Trust is committed to communicating with members. You can expect ongoing communications in upcoming **For Your Health** e-newsletters. If you have any questions regarding the Trust's decision to self-insure, the new rate projections, or the Interlocal Agreement feel free to contact an AWC Trust staff member at 1-800-562-8981 or benefitinfo@awcnet.org.

**ASSOCIATION OF WASHINGTON CITIES EMPLOYEE BENEFIT TRUST
HEALTH CARE PROGRAM
INTERLOCAL AGREEMENT**

This Agreement is made and entered into in the State of Washington by and among the Association of Washington Cities Employee Benefit Trust (the "Trust") and cities and towns, and non-city entities organized and existing under the Constitution or laws of the State of Washington and who are members of the Trust ("Participating Cities and Towns," or "Participating Non-City Entities"), all of whom are signatories to this Agreement.

RECITALS

WHEREAS, the Trust is an entity to which contributions by Participating Cities and Towns and Non-City Entities (defined below) and Participating Employees (defined below) are paid and through which the Board of Trustees provides one or more insured health and welfare benefit plans or programs to Participating Employees, their covered dependents and other beneficiaries ("Beneficiaries"), on whose behalf the contributions were paid; and

WHEREAS, the Trust qualifies as a voluntary employee beneficiary association within the meaning of Section 501(c)(9) of the Internal Revenue Code ("VEBA"), providing for the payment of life, sick, accident or other benefits to Beneficiaries; and

WHEREAS, the Trust and the Participating Cities and Towns have determined that it is in the best interest of Participating Cities and Towns to jointly self-insure certain health benefit plans and programs for Beneficiaries through a designated account within the Trust, while at the same time having the Trust continue as the entity to which health and welfare benefit plan or program contributions are paid and through which insured health and welfare benefit plans and programs are provided to Beneficiaries; and

WHEREAS, it appears economically feasible and practical for the parties to this Agreement (defined below) to do so; and

WHEREAS, Chapter 48.62 RCW provides that two or more local government entities may, by Interlocal agreement under Chapter 39.34 RCW, jointly self-insure health benefit plans and programs, and/or jointly hire risk management services for such plans or programs by any one or more of certain specified methods; and

WHEREAS, each local government entity that is a signatory hereto, as required by WAC 200-110-030, acts upon the authority of a resolution adopting this Agreement and the Health Care Program (defined below) created herein;

NOW, THEREFORE, for and in consideration of all of the mutual benefits, covenants and agreements contained herein, the parties hereto agree as follows:

ARTICLE 1

DEFINITIONS

The following are definitions of terms used in the Agreement. Unless indicated otherwise, other terms are defined where they are first used. Defined terms are capitalized when used in the defined context.

- 1.1 **Agreement** means this Interlocal Agreement entered into under the authority of Chapter 39.34 RCW and as required by RCW 48.62.031(2) between the Trust and Participating Employers.
- 1.2 **Association of Washington Cities** or **AWC** means the Association of Washington Cities, a not-for-profit membership association established pursuant to the laws of the state of Washington for the purpose of providing various services to and on behalf of its member cities.
- 1.3 **Association of Washington Cities Employee Benefit Trust** or the **Trust** means the trust and all property and money held by such entity, including all contract rights and records, established for the sole purpose of providing life, sick accident or other health and welfare benefits to Participating Employees, their covered dependents and other beneficiaries, and which is approved by the Internal Revenue Service as a VEBA.
- 1.4 **Employee Benefits Advisory Committee** or **EBAC** means the committee defined in Article V of the Trust Agreement that may be delegated responsibility by the Board of Trustees, including but not limited to: overseeing the operations of the Health Care Program, analyzing and developing annual premium levels and benefit coverage changes for recommendation to the Board of Trustees and performing other duties necessary to ensure that the needs of Participating Employers are met and the long-term financial health of the Health Care Program is maintained.
- 1.5 **Health Care Program** means the joint self-insurance program offering self-insured health benefit options through the HCP Account.
- 1.6 **HCP Account** means a designated account within the Trust and created by this Agreement, the Trust Agreement and Trust Health Care Program policies all under the authority of Chapter 48.62 RCW to provide self-insured health benefits to Participating Employees, their covered dependents and other beneficiaries and further described in Article 6.
- 1.7 **Non-City Entity** means any public agency, public corporation, intergovernmental agency or political subdivision, within the state of Washington that meets the requirements of Article IX, Section 1(c)(ii) and (iii) of the Trust Agreement for participation in the Health Care Program.
- 1.8 **Participating City** means any city or town within the state of Washington that meets the requirements of Article IX, Section 1(a) or Section 1(b) of the Trust Agreement.

- 1.9 **Participating Employee** means any individual employed by a Participating Employer and for whom the Participating Employer makes contributions to the Trust, and any individual who may have been so employed but is subsequently laid off, terminated, or retired.
- 1.10 **Participating Employer** means a Participating City or Non-City Entity that is also a party to this Agreement.
- 1.11 **Resolution** means the resolution adopted by each Participating City or Non-City Entity that authorizes the Health Care Program.
- 1.12 **State Risk Manager or Risk Manager** means the risk manager of the Risk Management Division within the Department of Enterprise Services.
- 1.13 **Stop Loss Insurance or Reinsurance** means a promise by an insurance company that it will cover losses of the Health Care Program over and above an agreed-upon individual or aggregated amount, which definition shall be modified by any changes to the definition of stop loss insurance in WAC 200-110-020.
- 1.14 **Third-Party Administrator** means the independent association, agency, entity or enterprise which, through a contractual agreement, provides one or more of the following ongoing services to the Health Care Program: pool management or administration services, claims administration services, risk management services, or services for the design, implementation, or termination of an individual or joint self-insurance program.
- 1.15 **Trust Agreement** means the Trust Agreement Governing the Trust amended and restated July 1, 2013, and any subsequent amendments thereto.
- 1.16 **Trustees or Board of Trustees** means the following individuals and their successors, who together, govern the Trust and the Health Care Program:
- 1.16.1 the AWC President and the AWC Vice President;
 - 1.16.2 the EBAC Chair and the EBAC Vice Chair; and
 - 1.16.3 an individual elected pursuant to the procedures in Article III, Section 5 of the Trust Agreement to serve as the trustee from one of the following regions:
 - (a) North East Region (known as the “North East Region Trustee”);
 - (b) North West Region (known as the “North West Region Trustee”);
 - (c) South East Region (known as the “South East Region Trustee”); and
 - (d) South West Region (known as the “South West Region Trustee”).

Individuals from Non-City Entities are not eligible to serve as Trustees.

ARTICLE 2

PURPOSE

This Agreement is entered into for the purpose of authorizing the Health Care Program created by the Trust to provide self-insured health benefits to Participating Employees, their covered dependents and other beneficiaries. The Health Care Program shall comply with the statutory provisions found in Chapters 48.62 and 39.34 RCW and the regulatory requirements contained in WAC 200-110 applicable to joint self-insurance programs.

ARTICLE 3

PARTIES

Each party to this Agreement certifies that it intends to participate in the Health Care Program. Participating Employers are signatories of this Agreement to become effective on a date to be mutually determined (the "Effective Date") and with such other Participating Cities and Non-City Entities as may later be added to and become signatories to this Agreement.

ARTICLE 4

DURATION OF AGREEMENT

- 4.1 This Agreement shall become effective on the Effective Date.
- 4.2 This Agreement shall have perpetual duration unless terminated as hereinafter provided.

ARTICLE 5

MEMBERSHIP COMPOSITION

The Health Care Program shall be open to Participating Cities and Non-City Entities. Participation in the Health Care Program is voluntary and not a requirement of AWC membership. The Board of Trustees shall provide for the reasonable admission of new Participating Cities and Non-City Entities.

ARTICLE 6

HCP ACCOUNT

- 6.1 All premium contributions by Participating Employers, Non-City Entities and Participating Employees for use in the Health Care Program are deposited into the HCP Account.
- 6.2 The HCP Account represents a pool of funds that is independent of all other Trust or AWC funds and independent of all other Participating Employer and Non-City Entity funds. The funds deposited into the HCP Account are held, managed and expended only for the Health Care Program and reasonable expenses, consistent with applicable state

and federal statutes and rules governing joint self-insurance programs and self-insurance programs generally.

- 6.3 The HCP Account is subject to audit by the State Auditor's Office.

ARTICLE 7

TRUSTEE POWERS RELATED TO HEALTH CARE PROGRAM

The Board of Trustees is provided with the powers and functions established under RCW 48.62.031 to accomplish the following:

- 7.1 Promote the economical and efficient means by which health benefits coverage is made available to Participating Employers and Non-City Entities and provided to Participating Employees, their covered dependents and other beneficiaries;
- 7.2 Protect the financial integrity of the Health Care Program through purchase of Stop Loss Insurance or Reinsurance in such form and amount as needed;
- 7.3 Contract for or otherwise provide risk management and loss control services;
- 7.4 Contract for or otherwise provide legal counsel for the defense of claims and other legal services;
- 7.5 Consult with the state insurance commissioner and the State Risk Manager;
- 7.6 Obligate the Participating Employers and Non-City Entities to pledge revenues or contribute money to secure the obligations or pay the expenses of the Health Care Program, including the establishment of a reserve or fund for coverage; and
- 7.7 Exercise all other powers and perform all other functions reasonably necessary to carry out the purposes of the Health Care Program, Chapter 48.62 RCW and Chapter 200-110 WAC.

ARTICLE 8

ORGANIZATION OF HEALTH CARE PROGRAM

- 8.1 The operations of the Health Care Program are managed by the Board of Trustees or its delegates. The Trustees or any delegates review and analyze Health Care Program-related matters and make operational decisions regarding premium contributions, reserves, plan options and benefits in compliance with Chapter 48.62 RCW.
- 8.2 The Board of Trustees has decision authority consistent with the Trust Agreement, Health Care Program policies, Chapter 48.62 RCW and Chapter 200-110 WAC.

ARTICLE 9

RESPONSIBILITIES OF THE TRUSTEES

- 9.1 The Board of Trustees shall discharge its responsibilities under this Agreement as follows:
- 9.1.1 Provide for the efficient management and operation of the Health Care Program;
 - 9.1.2 Provide for health benefit coverage options for Participating Employees, their covered dependents and other beneficiaries;
 - 9.1.3 Determine the level of Stop Loss Insurance or Reinsurance coverage for claims expenses above the amounts deemed appropriate for self-insurance;
 - 9.1.4 Ensure that the Health Care Program meets required state and federal statutes and rules;
 - 9.1.5 Contract with vendors required to meet the responsibilities established by the Trust Agreement, Health Care Program policies, and applicable state and federal statutes and rules;
 - 9.1.6 Maintain the balance between meeting the Health Care Program needs of Participating Employers and the long-term financial integrity of the Health Care Program;
 - 9.1.7 Prepare an annual financial report on the operations of the Health Care Program; and
 - 9.1.8 Provide for other services deemed appropriate by the Board of Trustees to meet the purposes of this Agreement.
- 9.2 The Board of Trustees may delegate the responsibilities described in this Article 9 to the EBAC or other delegates at its complete discretion.

ARTICLE 10

RESPONSIBILITIES OF THE PARTICIPATING EMPLOYERS

In order to participate in the Health Care Program, Participating Employers shall:

- 10.1 Be a Participating City or Non-City Entity in good standing and comply with the requirements of admission or qualification as established by the Board of Trustees;
- 10.2 Adopt this Agreement by Resolution, agreeing to its terms and provisions;
- 10.3 Submit the Resolution and Agreement to the Trust;

- 10.4 Read the terms, conditions and representations set forth in the application agreement related to participation in the Health Care Program;
- 10.5 Designate an employee of the Participating Employer to be a contact person for all matters relating to the Participating Employer's participation in the Health Care Program;
- 10.6 Pay premiums for the Health Care Program to the Third-Party Administrator no later than the tenth day of the month in which the premium is due;
- 10.7 By formal action of the legislative body of the Participating Employer, approve policies and procedures necessary to secure protected health information ("PHI") in accordance with Chapter 70.02 RCW and the Health Insurance Portability and Accountability Act ("HIPAA") privacy and security rules, codified at 45 C.F.R. Parts 160-164;
- 10.8 Provide the Health Care Program with such information or assistance as is necessary for the Health Care Program to meet its responsibilities under this Agreement; and
- 10.9 Cooperate with and assist the Health Care Program and any insurer of Stop Loss Insurance or Reinsurance, in all matters relating to the administration and operation of the Health Care Program and all matters relating to this Agreement.
- 10.10 Comply with all bylaws, rules, regulations and policies adopted by the Board of Trustees relating to the Health Care Program.

ARTICLE 11

RESERVE FUND INVESTMENT

All reserve fund investments from the HCP Account shall be made in a manner that is consistent with RCW 48.62.111, Chapter 39.59 RCW, WAC 200-110-090 and the Health Care Program Investment Policy.

ARTICLE 12

FINANCIAL RECORDS

- 12.1 The Board of Trustees shall develop estimated revenue and expenditures to establish a budget for each fiscal year covering January 1 through December 31 annually. Actual Health Care Program revenues and expenditures shall be monitored monthly by the Board of Trustees and reported at its quarterly meetings.
- 12.2 The accounting records of the Health Care Program are maintained in accordance with methods prescribed by the State Auditor's office under the authority of Chapter 43.09 RCW. The Health Care Program also follows applicable accounting standards established by the Governmental Accounting Standards Board ("GASB"). Year-end financial reporting is done on an accrual basis and submitted to the Office of the State Auditor as required by Chapter 200-110 WAC. Once reviewed and approved by the

Office of the State Auditor the year-end financial report is transmitted to the Office of the State Risk Manager.

- 12.3 Financial records of the Health Care Program shall be subject to audit by the Office of the State Auditor. Year-end financial reports and audit results shall be made available to interested parties. The Health Care Program shall provide financial information as required by state statute and rule to the Office of the State Risk Manager.

ARTICLE 13

PARTICIPATING EMPLOYER TERMINATION AND WITHDRAWAL

- 13.1 A Participating Employer must remain in good standing with the Trust and adhere to the requirements of this Agreement. In the event that a Participating Employer fails to be a Participating City or Non-City Entity in good standing, participation in the Health Care Program shall automatically terminate without notice as shall all health and welfare benefits provided through the Health Care Program.
- 13.2 The Board of Trustees may take action to terminate membership or deny membership in the Health Care Program where it determines that such termination or denial is in the best interest of the Health Care Program
- 13.3 When a Participating Employer's eligibility in the Health Care Program is affected due to merger or annexation, the affected Participating Employer may petition the Board of Trustees to remain in the Health Care Program.
- 13.4 A Participating Employer may only withdraw its participation in the Health Care Program at the end of the calendar year and must provide written notice to the Trust at least thirty-one (31) days in advance of the end of the calendar year (December 31st).
- 13.5 In the event of withdrawal or non-renewal, the Health Care Program will cover any of the Participating Employer's remaining outstanding Health Care Program claims expenses incurred prior to the Participating Employer's withdrawal from or non-renewal in the Health Care Program.
- 13.6 No Participating Employer, because of withdrawal or any other reason, has any right or interest in the HCP Account because of its nature as a rate stabilization fund. In the event any Participating Employer withdraws from the Health Care Program, its Participating Employees, their covered dependents and other beneficiaries and any Consolidated Omnibus Budget Reconciliation Act of 1985 as amended (COBRA) participants and contract personnel and dependents approved by the Board of Trustees, shall forfeit all right and interest to the HCP Account.

ARTICLE 14

TERMINATION OF HEALTH CARE PROGRAM

- 14.1 In the event the Health Care Program is terminated, the Board of Trustees shall distribute the remaining funds in the HCP Account to the Trust or any successor association authorized by Chapter 39.34 RCW for like purposes for use in any program with similar purposes.
- 14.2 Upon termination, this Agreement and the HCP Account shall continue for the purpose of paying remaining outstanding claims and expenses and fulfilling all other functions necessary to complete the business of the Health Care Program.

ARTICLE 15

MEETINGS, NOTICES AND COMMUNICATIONS

- 15.1 The Board of Trustees and the EBAC, if any responsibilities for Trust management have been delegated thereto, shall provide notice of their regular and special meetings and hold their meetings in accordance with Chapter 42.30, RCW Open Public Meetings Act.
- 15.2 Communications with Participating Employers may occur using mail, email or posting on the Health Care Program website. The website shall be partitioned to provide information for the general public and information specific to Participating Employers and their employees.
- 15.3 Communications may come directly from the Health Care Program, through the Third-Party Administrator or through another vendor on behalf of the Health Care Program.

ARTICLE 16

AMENDMENTS TO INTERLOCAL AGREEMENT

- 16.1 The Board of Trustees shall review and analyze any proposed amendment to this Agreement. An amendment may be proposed for review by any party to this Agreement.
- 16.2 The Board of Trustees upon its discretion may take action by resolution on any amendment at any regular meeting of the Board of Trustees.

ARTICLE 17

PROHIBITION ON ASSIGNMENT

- 17.1 No Participating Employer may assign any right or claim of interest it may have under this Agreement.

- 17.2 No creditor, assignee or third-party beneficiary of any employer shall have the right, claim or title to any party, share, interest, premium or asset of the Trust, HCP Account or the Health Care Program.

ARTICLE 18

HEALTH CLAIM DISPUTES AND APPEALS

In the event that a dispute arises over a health claim, the procedures, adjudication requirements and administrative remedies shall be found in the Health Care Program's plan document applicable to the Health Care Program covering the claimant.

ARTICLE 19

PLAN ADMINISTRATION DISPUTES AND APPEALS

- 19.1 In the event that a dispute arises between a Participating Employer and the Health Care Program, the Participating Employer shall document the circumstances causing the dispute and submit a written request for review of the disputed circumstances to the Board of Trustees. Upon review of such information, the Board of Trustees shall attempt to resolve the dispute.
- 19.2 If the Board of Trustees' resolution to the dispute is deemed unsatisfactory, then alternative dispute resolution through mediation or binding arbitration may be necessary.

ARTICLE 20

ENFORCEMENT OF TERMS OF AGREEMENT

- 20.1 The Board of Trustees may enforce the terms of this Agreement.
- 20.2 In the event legal action is initiated to enforce any term or provision of this Agreement against any present or previous Participating Employer, the prevailing party shall receive such reimbursement of costs as the court deems reasonable for attorneys' fees and costs related to the relevant legal action.

ARTICLE 21

DEFAULT

- 21.1 If any Participating Employer fails to perform any term or condition of this Agreement and such failure continues for a period of sixty (60) days after the Board of Trustees has given the Participating Employer written notice describing such failure, the Participating Employer shall be considered in default.
- 21.2 Upon default, the Board of Trustees may immediately cancel the Participating Employer's participation in the Health Care Program without additional notice or exercise some other remedy otherwise provided by law.

- 21.3 The rights and remedies of the Board of Trustees are cumulative in nature and pursuit of any particular remedy shall not be deemed an election of remedies or a waiver of any other remedies available hereunder or otherwise available by law.

ARTICLE 22

NO WAIVERS

No waiver or forbearance of a breach of any covenant, term, or condition of this Agreement shall be construed to be a waiver or forbearance of any other or subsequent breach of the same or of any other covenant, term or condition, and the acceptance of any performance hereunder, or the payment of any sum of money after the same has become due or at a time when any other default exists hereunder, shall not constitute a waiver or right to demand payment of all sums owing or a waiver of any other default then or thereafter existing.

ARTICLE 23

CONTRACT MANAGEMENT

The Health Care Program shall designate a person to whom the State Risk Manager shall forward legal process served upon the Risk Manager; **The AWC Chief Executive Officer** (designee or successor). **The Health Care Program Director** shall be responsible for and shall be the contact person for all communications regarding the performance of this Agreement.

ARTICLE 24

SEVERABILITY

If any provision of this Agreement or any provision of any document incorporated by reference shall be held invalid, such invalidity shall not affect the other provisions of this Agreement which can be given effect without the invalid provision, if such remainder conforms to the requirements of applicable law and the fundamental purpose of this Agreement, and to this end the provisions of this Agreement are declared to be severable.

ARTICLE 25

COUNTERPART COPIES

This Agreement may be signed in counterpart or duplicate copies and any signed counterpart or duplicate copy shall be equivalent to a signed original for all purposes.

ARTICLE 26

HEADINGS

The Article and Section headings in this Agreement are inserted for convenience only and are not intended to be used in the interpretation of the contents of the Articles and Sections they introduce.

ARTICLE 27

AGREEMENT COMPLETE

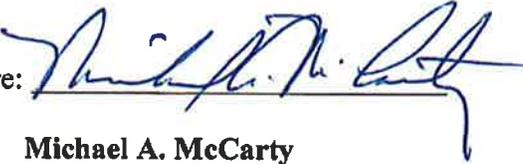
This Agreement and the documents referenced herein contains all the terms and conditions agreed to by the parties. No other understandings, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or to bind the parties hereto.

[Signature page follows]

IN WITNESS WHEREOF, the undersigned parties have executed this Agreement.

**Association of Washington Cities
Employee Benefit Trust**

Participating Employer

Signature: 

Name: **Michael A. McCarty**

Title: **Chief Executive Officer**

Date: August 30, 2013

Signature: _____

Name (print): Vern Little

Title: Mayor- City of Lake Stevens

Date: _____

Effective Date: January 1, 2014

**CITY OF LAKE STEVENS
LAKE STEVENS, WASHINGTON**

RESOLUTION NO. 2013-10

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LAKE STEVENS,
WASHINGTON AUTHORIZING THE MAYOR TO EXECUTE AN INTERLOCAL
AGREEMENT FOR THE CITY'S PARTICIPATION IN THE ASSOCIATION OF
WASHINGTON CITIES (AWC) SELF-INSURED HEALTH INSURANCE PROGRAM
AND ACKNOWLEDGING THAT THE CITY SHALL BE SUBJECT TO
ASSESSMENTS THEREUNDER.**

WHEREAS, the Association of Washington Cities Employee Benefit Trust (the "Trust") is an entity to which contributions by cities and towns and non-city entities organized and existing under the Constitution or laws of the State of Washington and who are members of the Trust ("Participating Cities and Towns," and "Participating Non-City Entities") and their employees can be paid and through which the Board of Trustees of the Trust ("Trustees") provides one or more insured health and welfare benefit plans or programs to Participating Cities and Towns' and Non-City Entities' employees, their dependents and other beneficiaries ("Beneficiaries"), on whose behalf the contributions were paid; and

WHEREAS, the Trust qualifies as a voluntary employee beneficiary association within the meaning of Section 501(c)(9) of the Internal Revenue Code, providing for the payment of life, sick, accident or other benefits to Beneficiaries; and

WHEREAS, the Trust and Participating Cities and Towns and Non-City Entities have determined that it is in the best interest of Participating Cities and Towns and Non-City Entities to jointly self-insure certain health benefit plans and programs for Beneficiaries through a designated account within the Trust, while at the same time having the Trust continue as the entity to which other insured health and welfare benefit program contributions are paid and through which insured health and welfare benefit plans and programs are provided to Beneficiaries; and

WHEREAS, it appears economically feasible and practical for the parties to do so; and

WHEREAS, Chapter 48.62 RCW provides that two or more local government entities may, by Interlocal agreement under chapter 39.34 RCW, jointly self-insure health benefit plans and programs, and/or jointly hire risk management services for such plans or programs by any one or more of certain specified methods; and

WHEREAS, the Association of Washington Cities Employee Benefit Trust Interlocal Agreement (the "Interlocal Agreement") attached hereto creates a joint self-insured health and welfare benefit program (the "Health Care Program") to be administered by the Trustees for the purposes of providing self-insured health benefits to Beneficiaries; and

WHEREAS, WAC 200-110-030 requires every local government entity participating in a joint self-insurance health and welfare benefit program to adopt such program by resolution; and

WHEREAS, Chapter 48.62 requires Health Care Program assets to be managed consistent with existing authority over use of municipal funds in RCW 35.39.030. The Trust will manage Health Care Program reserves in compliance with Chapter 48.62 RCW; RCW 35.39.030, and the Health Care Program Investment Policy; and

WHEREAS, all premium contributions for use in the Health Care Program are deposited into a designated account within the Trust, the Health Care Program Account (the "HCP Account"), and the HCP Account represents a pool of funds that is independent of all other Trust or AWC funds; and

WHEREAS, the Trust intends to manage the HCP Account assets in compliance with federal and state laws and the Interlocal Agreement; and

WHEREAS, **the City of Lake Stevens** believes it is in the best interest of the Health Care Program to allow the Trust to manage the HCP Account;

NOW, THEREFORE. Be IT RESOLVED, that the the Mayor is hereby authorized to execute the Interlocal Agreement creating the Health Care Program and said program is hereby adopted.

BE IT FUTRHER RESOLVED, that by executing such Agreement and adopting the Program, **the City of Lake Stevens** acknowledges that it shall be subject to assessments as required by the Health Care Program.

PASSED by the City Council of the City of Lake Stevens this _____ day of _____, 2013.

CITY OF LAKE STEVENS

Vern Little, Mayor

ATTEST:

Norma J. Scott, City Clerk/Administrative Asst.

APPROVED AS TO FORM:

Grant K. Weed, City Attorney

Dated: _____

**Office of the Mayor
Vern Little**



Memorandum

Date: October 14, 2013
To: Lake Stevens Council Members
From:  Mayor Vern Little
RE: Appointment of Mr. Danny Pitocco as a Civil Service Commissioner

Mr. Thomas Adams' term as a Lake Stevens Civil Service Commissioner expired July 1, 2013. Mr. Adams did not apply for another term.

Human Resources Director Edin and I interviewed three candidates for the vacant position. After careful consideration, it is my recommendation that the Lake Stevens City Council confirm my appointment of Mr. Danny Pitocco as a Civil Service Commissioner for a full six-year term to expire on July 1, 2019. Mr. Pitocco has lived in the City limits for 9+ years. He has an extensive background in law enforcement as a Detective and Composite Artist for the Snohomish County Sheriff's Office. Mr. Pitocco clearly demonstrates a strong interest in giving something back to the Lake Stevens Community, and seems to have a good working knowledge of the Civil Service process. Mr. Pitocco's volunteer application is available at City Hall, if any Council Member should wish to review it.

Thank you for your consideration.

VL;sre



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LAKE STEVENS CITY COUNCIL
STAFF REPORT

Council Agenda Date: 14 Oct 2013

Subject: Snohomish County Interlocal Agreement for Municipal Road and Street Services

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

RECOMMENDATION(S)/ACTION REQUESTED OF COUNCIL: Authorize the Mayor to execute an ILA with Snohomish County allowing the County to perform maintenance and emergency services within the public right-of-way and property.

SUMMARY/BACKGROUND: The County has provided the City with maintenance and emergency support services under an agreement since 1999. In 2013, Snohomish County determined that there were some updates needed to the ILA and have issued to all public agencies using their support services with a new ILA. The updated ILA is included in Exhibit A. If the City wishes to continue to use County support services, this ILA needs to be executed.

The services that can be provided under this ILA are described in Appendix A of the ILA (Exhibit A). Typically the past services that the City has used the County have included: pavement striping; thermo-plastic cross walks repairs; catch basin inspection and cleaning (under a DOE grant program); pavement crack sealing; repair and installation of traffic guardrails; mechanical ditch trenching; and bridge inspection.

When services are requested by the City it is done through a Road Maintenance Aid Agreement Work Order. In most cases, the City requests a cost estimate prior to authorizing work to proceed. There are some exceptions, such as in emergency cases there this may not be practical due to safety issues where prompt action is warranted. Per the ILA, Cost limits on each service requested by the City are not to exceed \$10,000 for a single project. A project is any requested service as described in the ILA Appendix A section.

The County has been very responsive and typically provides economical and prompt services. Work has been satisfactory with no known issues over the past several years. In all cases, service is only provided following a request and authorization to proceed from the City. If the City were not to have this ILA, it would require that the City develop either on-call contracts with private service providers or to call for bids with each new service need/task. These options on smaller projects have a high administrative cost to prepare documents, contract review and management, and task oversight. Also, it has been the City's experience that the overhead costs for the City can exceed the cost of the services provided.

APPLICABLE CITY POLICIES: NA

BUDGET IMPACT: NA

ATTACHMENTS:

► Exhibit A:

EXHIBIT A

INTERLOCAL AGREEMENT FOR MUNICIPAL ROAD AND STREET SERVICES WITHIN THE CITY OF LAKE STEVENS

This INTERLOCAL AGREEMENT FOR MUNICIPAL ROAD AND STREET SERVICES WITHIN THE CITY OF LAKE STEVENS (this "Agreement"), is made and entered into this ___ day of _____, 2013, by and between SNOHOMISH COUNTY, a political subdivision of the State of Washington (the "County"), and the CITY OF LAKE STEVENS, a Washington municipal corporation (the "City") pursuant to Chapter 39.34 RCW.

RECITALS

A. Pursuant to the Aid Agreement for Minor Street Projects for Municipal Services (hereinafter "the Original Agreement") dated February 23, 1999, the County has historically performed street and road services for the City.

B. The County and the City agree that it is mutually beneficial for the County and the City to continue working together cooperatively. Pursuant to this Agreement, Chapter 39.34 RCW, RCW 35.77.020 through .040 and RCW 36.75.207, the City wishes to continue to receive street and road services, and the County is agreeable to continue providing the same.

C. The Original Agreement as amended is terminable at will. It is the intention of the parties that the duties and obligations of this Agreement substitute for and supersede the duties and obligations of the Original Agreement as set forth in Section 17.1 below.

D. In exchange for the road and street services described in Section 4 below, the City shall reimburse the County its actual costs incurred in performing the same, including time, labor, equipment, materials, and administrative overhead, all as more fully described in this Agreement.

AGREEMENT

NOW, THEREFORE, in consideration of the respective agreements set forth below and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the County and the City agree as follows:

1. Purpose of Agreement.

This Agreement is authorized by and entered into pursuant to Chapter 39.34 RCW, RCW 35.77.020 through .040 and RCW 36.75.207. The purpose and intent of this Agreement is for the County and the City to work together efficiently and effectively to design and construct small capital projects on City streets and bridges and to maintain City streets and bridges.

2. Effective Date and Duration.

This Agreement shall not take effect unless and until it has been duly executed by both parties and either filed with the County Auditor or posted on the County's Interlocal Agreements website. This Agreement shall remain in effect through December 31, 2018, unless earlier terminated pursuant to the provisions of Section 14 below, PROVIDED HOWEVER, that the term of this Agreement may be extended or renewed for up to two (2) additional three (3) year terms by written notice from the County to the City, PROVIDED FURTHER that each party's obligations after December 31, 2013, are contingent upon local legislative appropriation of necessary funds for this specific purpose in accordance with applicable law.

3. Administrators.

Each party to this Agreement shall designate an individual (an "Administrator"), who may be designated by title or position, to oversee and administer such party's participation in this Agreement. The parties' initial Administrators shall be the following individuals:

County's Initial Administrator:

Owen Carter, County Engineer
Snohomish County DPW
3000 Rockefeller Avenue M/S 607
Everett, Washington 98201

City's Initial Administrator:

Mick Monken, Public Works Director
City of Lake Stevens
1820 Main Street
Lake Stevens, WA 98258

Either party may change its Administrator at any time by delivering written notice of such party's new Administrator to the other party

4. Scope of Services.

The scope of the road and street services (the "Services") includes but shall not be limited to the following:

- a. Construction of small capital projects on City streets and bridges, not subject to mandatory competitive bidding, as determined by the City, and which do not exceed \$10,000 for a single project or activity as established by state law.
- b. Maintenance services on City streets and bridges (including, but not limited to the list of municipal road and street services contained in Appendix A and B), to maintain the facility, as nearly as practical in its original as constructed condition or its subsequently improved condition, and the operation of roadway facilities and services to provide satisfactory and safe motor vehicle transportation.

- c. Engineering and administrative services including clerical services, necessary for the planning, establishment, construction, and maintenance of the streets and bridges of the City.

5. Process for Delivery of Services.

5.1 Submission of Work Orders. If the City desires that the County perform any of the Services, it shall submit to the County Administrator or his or her agent a Work Order in substantial form to that attached hereto in Appendix C. The City shall complete a Work Order in which it shall describe in detail the Services to be performed and shall state the desired completion date. The County may in its sole discretion require additional information from the City, including but not limited to, a road plan and profile or sketches. The City shall not submit any Work Orders for which the City's cost for design, right-of-way acquisition, construction, or maintenance are reimbursable with Federal funds or Federal grants.

5.1.1 Work Orders for Winter Maintenance. At the City's option, the City may submit an annual Work Order for winter maintenance operations. Any such annual Work Order shall include a plan identifying the routes on which the City desires winter maintenance services to be performed by the County. Unless otherwise notified by the City, the County will conduct winter maintenance operations on the City's roads and streets identified in the plan any time the County has mobilized winter operations in the general area. Provided an annual Work Order request has been submitted by the City and accepted by the County, individual Work Order requests will not be required to initiate the County's response to snow and ice events.

5.1.2 Work Orders for Ongoing Maintenance. At the City's option, the City may submit an annual Work Order for ongoing maintenance operations. Any such annual Work Order shall include a plan identifying the routes on which the City desires ongoing maintenance and describe in detail the maintenance operations requested. Unless otherwise notified by the City, the County will conduct ongoing maintenance operations on the City's roads and streets identified in the plan. Provided an annual Work Order request has been submitted by the City and accepted by the County, individual Work Order requests will not be required to initiate the County's performance of ongoing maintenance operations.

5.1.3 Work Orders for Emergency Response Services. At the City's option, the City may submit an annual Work Order for emergency response services. Any such annual Work Order shall include a plan identifying triggering emergency events and the routes on which the City desires emergency response services as well as describe in detail the emergency operations requested. Unless otherwise notified by the City, the County will conduct emergency response operations on the City's roads and streets identified in the plan upon the occurrence of an emergency event. Provided an annual Work Order request has been submitted by the City and accepted by the County, individual Work Order requests will not be required to initiate the County's response to an emergency event.

5.2 Response to Work Orders. Upon receipt of a Work Order, the County shall review the Services requested therein. The County, in its sole discretion, may agree to accept or reject the Work Order. Should the County reject the Work Order, it shall make a notation to that effect on the Work Order and return it to the City. Should the County accept the Work Order, it shall (1) make a notation to that effect on the Work Order, and (2) prepare an Estimate of the time and costs for the requested Services as well as the time and cost of preparing said Estimate, which it will attach to the Work Order. The Estimate is non-binding and does not constitute a bid or contract maximum, and the City shall remain liable for the entire actual cost as described in Section 8 below. Once the Estimate has been attached to the Work Order, the County shall return the Work Order and Estimate to the City.

5.3 Notice to Proceed. Upon receipt of a responsive Work Order and Estimate from the County accepting the City's request for Services, the City may issue a written Notice to Proceed authorizing the County to perform the requested Services. The issuance of a Notice to Proceed shall constitute a representation by the City that (1) it finds the County's Estimate acceptable, and (2) sufficient funds are appropriated to cover the cost of the Services.

5.4 Performance by the County. Upon issuance of a Notice to Proceed, the Administrators or their designated agents shall finalize working procedures associated with the delivery of the Services. The County shall furnish and supply all necessary labor, supervision, machinery, equipment, material and supplies other than those required to be furnished by the City, PROVIDED HOWEVER that the County's performance shall be subject to availability of personnel, equipment, and materials necessary to perform the Services without unduly disrupting the normal operations and functions of the County. The County shall notify the City of any hardship or other inability to perform under this Agreement, including postponement of Services due to County workload constraints.

5.5 Changes by the City to Work Orders. The City may make changes to the requested Services by submitting a new Work Order outlining in detail the desired changes to the Services. The County may, in its sole discretion, accept or reject the new Work Order, PROVIDED HOWEVER that the County's acceptance is not required where the City is terminating work pursuant to Section 14.2 below. The City shall be liable for all increases in cost, if any, which may be incurred by changes to the Services, including but not limited to clean-up and striping costs and any non-cancelable costs.

5.6 Changes by the County to Work Orders. After issuance of a Notice to Proceed, the County shall provide the City with written notification of any changes to the Work Order required by the County when such changes will substantially alter the nature of the Services or the Estimate. The County shall obtain the City's written approval to any such changes before implementing them.

5.7 Authority of Administrators. By entering into this Agreement and upon it becoming effective as described in Section 2 above, both parties authorize their

respective Administrators to accept, deny, and negotiate the Work Orders described in this Section 4, including any associated increase, decrease, or other change to the costs of the Services.

6. Services Provided by County.

6.1 Lead Agency. The County shall serve as the lead agency for the Services.

6.2 Services. The County shall perform for the City the Services, as that term is defined in Section 4 above. The County shall solely determine the schedule for the Services. The County will provide the City with a full and complete copy of any construction design plans. The County shall segregate the costs of the Services from other work the County may be performing.

6.3 Independent Contractor. The County will perform all Services under this Agreement as an independent contractor and not as an agent, employee, or servant of the City. The County shall be solely responsible for control, supervision, direction and discipline of its personnel, who shall be employees and agents of the County and not the City. The County has the express right to direct and control the County's activities in providing the Services in accordance with the specifications set out in this Agreement. The City shall only have the right to ensure performance.

7. Cooperation by City.

7.1 Covenant to Cooperate. The City covenants to the County that it shall cooperate with the County in completing the Services. The City shall make its personnel, including but not limited to its Police and Public Works Department staff, available to the County at reasonable times and upon reasonable advance notice, for purposes of facilitating the County's performance of the Services, including but not limited to any safety planning meeting the County schedules for purposes of discussing traffic control issues. Upon request by the County Administrator or his or her agent and before any work is commenced, the City shall order the temporary closing to traffic of all roads and streets, or portions thereof, as deemed necessary by the County, in its sole discretion, to perform the Services.

7.2 Grant of Access. The City certifies to the County that the City owns the real property or right-of-ways upon which the Services shall be rendered and additional real property or right-of-ways are not needed to complete the Services. The City further grants to the County, for the purpose of performing Services pursuant to this Agreement, permission and right-of-entry on, over, under, above and through real property owned by the City and those City rights-of-way and WSDOT rights-of-way that the City is responsible for maintaining that are necessary or convenient for the County to access in performing the Services.

7.3 Coordination with WSDOT and Utilities. Should, in providing the Services, it become necessary or convenient for the County to enter in, on, over, under or

above a right-of-way owned by WSDOT or any utility or impact any equipment owned by WSDOT or any utility, the County shall notify the City, and the City shall cooperate in the County's efforts to coordinate with WSDOT and/or the utility to obtain any required approvals and/or permits authorizing such activity.

7.4 Permitting. At least thirty (30) days prior to the delivery of any requested Services, the City shall obtain and provide to the County copies of all permits necessary for the Services.

7.5 City's Powers. Nothing contained herein shall be construed as in any way divesting the City of any of its powers with respect to the supervision, management, and control of roads and streets within its boundaries.

8. Payment by City.

8.1 Actual Costs. The County shall be reimbursed in full by the City for the actual costs of the Services provided by the County on a time and materials basis plus an administrative overhead charge as described in Section 8.2 below. The County agrees that only those costs directly allocable to the Services under generally accepted accounting procedures will be charged to the City. In computing the cost of the use of machinery and equipment, the County shall charge the City for the full cost to the County of rental machinery and equipment and any operator furnished therewith and/or the County equipment rental rate on County-owned machinery and equipment.

8.2 Administrative Overhead. For the purpose of fixing the compensation to be paid by the City to the County for the Services, it is agreed that there shall be included in each billing, to cover administrative costs, an amount not to exceed the County administrative rate. This rate is currently set at 15% of the total labor cost to the County for those County employees performing Services for the City under this Agreement. Charges for administrative costs are in addition to charges for materials and equipment.

8.3 Invoicing and Payment. The County shall invoice the City or its designee for all Services performed by the County. The City shall remain liable for complete and timely payment of all amounts invoiced. Invoices may be sent monthly, quarterly or on any other schedule that is mutually convenient to the parties. The County shall include in each invoice, documentation of all costs for labor, materials and equipment included in the invoice. Unless the City delivers written notice to the County disputing the amount of a particular invoice, the City shall make payment on all invoices submitted by the County within thirty (30) days of the invoice date. Amounts not paid within 30 days of the invoice date shall thereafter accrue interest at a rate of twelve percent per annum or one percent per month.

8.4 Records. The County shall maintain accurate time and accounting records related to the Services for a period of three (3) years following final payment.

9. Indemnification/Hold Harmless.

Each party shall protect, defend, indemnify and save harmless the other party, its officers, officials, employees and agents while acting within the scope of their employment as such, from any and all suits, costs, claims, actions, losses, penalties, judgments, and/or awards of damages, of whatsoever kind arising out of, or in connection with, or incident to the services associated with this Agreement caused by or resulting from each party's own negligent acts or omissions. Each party agrees that it is fully responsible for the acts and omissions of its own subcontractors, their employees and agents, acting within the scope of their employment as such, as it is for the acts and omissions of its own employees and agents. Each party agrees that its obligations under this provision extend to any claim, demand, and/or cause of action brought by or on behalf of any of its employees, or agents. The foregoing indemnity is specifically and expressly intended to constitute a waiver of each party's immunity under Washington's Industrial Insurance act, RCW Title 51, as respects the other party only, and only to the extent necessary to provide the indemnified party with a full and complete indemnity of claims made by the indemnitor's employees. The parties acknowledge that these provisions were specifically negotiated and agreed upon by them.

The provisions of this Section 9 shall survive the expiration or earlier termination of this Agreement.

10. Liability Related to City Ordinances, Policies, Rules and Regulations.

In executing this Agreement, the County does not assume liability or responsibility for or in any way release the City from any liability or responsibility which arises in whole or in part from the existence or effect of City ordinances, policies, rules or regulations. If any cause, claim, suit, action or administrative proceeding is commenced in which the enforceability and/or validity of any such City ordinance, policy, rule or regulation is at issue, the City shall defend the same at its sole expense and, if judgment is entered or damages are awarded against the City, the County, or both, the City shall satisfy the same, including all chargeable costs and reasonable attorney's fees.

11. Insurance.

Each party shall maintain its own insurance and/or self-insurance for its obligations from damage to property and/or injuries to persons arising out of its activities associated with this Agreement as it deems reasonably appropriate and prudent. The maintenance of, or lack thereof of insurance and/or self insurance shall not limit the liability of the indemnifying part to the indemnified party(s). Each Party shall provide the other with a certificate of insurance or letter of self-insurance annually as the case may be.

Each party shall provide or purchase workers' compensation insurance coverage to meet the Washington State Industrial Insurance regulations and cause any

subcontractors working on behalf of said party to also carry such insurance prior to performing work under the Agreement.

12. Compliance with Laws.

In the performance of its obligations under this Agreement, each party shall comply with all applicable federal, state, and local laws, rules and regulations.

13. Default and Remedies.

13.1 Default. If either the County or the City fails to perform any act or obligation required to be performed by it hereunder, the other party shall deliver written notice of such failure to the non-performing party. The non-performing party shall have thirty (30) days after its receipt of such notice in which to correct its failure to perform the act or obligation at issue, after which time it shall be in default (“Default”) under this Agreement; provided, however, that if the non-performance is of a type that could not reasonably be cured within said thirty (30) day period, then the non-performing party shall not be in Default if it commences cure within said thirty (30) day period and thereafter diligently pursues cure to completion.

13.2 Remedies. In the event of a party’s Default under this Agreement, then after giving notice and an opportunity to cure pursuant to Section 13.1 above, the non-Defaulting party shall have the right to exercise any or all rights and remedies available to it in law or equity.

14. Early Termination.

14.1 30 Days’ Notice. Except as provided in Section 14.2 below, either party may terminate this Agreement at any time, with or without cause, upon not less than thirty (30) days advance written notice to the other party. The termination notice shall specify the date on which the Agreement shall terminate.

14.2 Lack of Funding. This Agreement is contingent upon governmental funding and local legislative appropriations. In the event that funding from any source is withdrawn, reduced, limited, or not appropriated after the effective date of this Agreement, this Agreement may be terminated by either party immediately by delivering written notice to the other party. The termination notice shall specify the date on which the Agreement shall terminate.

14.3 Calculation of Costs Due Upon Early Termination. Upon early termination of this Agreement as provided in this Section 14, the City shall pay the County for all Services performed up to the date of termination, as well as the costs of any and all non-cancelable obligations. The County shall notify the City within thirty (30) days of the date of termination of all remaining costs including non-cancelable costs. Termination costs charged to the City shall not exceed the actual costs incurred as a result of early termination. No payment shall be made by the City for any expense incurred or

Services performed following the effective date of termination unless authorized in writing by the City.

15. Dispute Resolution.

In the event differences between the parties should arise over the terms and conditions or the performance of this Agreement, the parties shall use their best efforts to resolve those differences on an informal basis. If those differences cannot be resolved informally, the matter shall be referred for mediation to a mediator mutually selected by the parties. If mediation is not successful, either of the parties may institute legal action for specific performance of this Agreement or for damages. The prevailing party in any legal action shall be entitled to a reasonable attorneys' fee and court costs.

16. Notices.

All notices required to be given by any party to the other party under this Agreement shall be in writing and shall be delivered either in person, by United States mail, or by electronic mail (email) to the applicable Administrator or the Administrator's designee. Notice delivered in person shall be deemed given when accepted by the recipient. Notice by United States mail shall be deemed given as of the date the same is deposited in the United States mail, postage prepaid, and addressed to the Administrator, or their designee, at the addresses set forth in Section 3 of this Agreement. Notice delivered by email shall be deemed given as of the date and time received by the recipient.

17. Miscellaneous.

17.1 Entire Agreement; Amendment. This Agreement constitutes the entire agreement between the parties regarding the subject matter hereof, and supersedes any and all prior oral or written agreements between the parties regarding the subject matter contained herein, including but not limited to the Original Agreement PROVIDED HOWEVER, that the parties' duties and obligations under the Original Agreement regarding insurance and indemnification shall survive as to any claims, actions, suits, liability, loss, expenses, damages and judgments of any nature whatsoever, including costs and attorneys' fees in defense thereof, known or unknown, for injury, sickness, disability or death to persons or damage to property or business, arising prior to the Effective Date of this Agreement. This Agreement may not be modified or amended in any manner except by a written document executed with the same formalities as required for this Agreement and signed by the party against whom such modification is sought to be enforced.

17.2 Conflicts between Attachments and Text. Should any conflicts exist between any attached exhibit or schedule and the text or main body of this Agreement, the text or main body of this Agreement shall prevail.

17.3 Governing Law and Venue. This Agreement shall be governed by and enforced in accordance with the laws of the State of Washington. The venue of any action arising out of this Agreement shall be in the Superior Court of the State of Washington, in and for Snohomish County. In the event that a lawsuit is instituted to enforce any provision of this Agreement, the prevailing party shall be entitled to recover all costs of such a lawsuit, including reasonable attorney's fees.

17.4 Interpretation. This Agreement and each of the terms and provisions of it are deemed to have been explicitly negotiated by the parties, and the language in all parts of this Agreement shall, in all cases, be construed according to its fair meaning and not strictly for or against either of the parties hereto. The captions and headings in this Agreement are used only for convenience and are not intended to affect the interpretation of the provisions of this Agreement. This Agreement shall be construed so that wherever applicable the use of the singular number shall include the plural number, and vice versa, and the use of any gender shall be applicable to all genders.

17.5 Severability. If any provision of this Agreement or the application thereof to any person or circumstance shall, for any reason and to any extent, be found invalid or unenforceable, the remainder of this Agreement and the application of that provision to other persons or circumstances shall not be affected thereby, but shall instead continue in full force and effect, to the extent permitted by law.

17.6 No Waiver. A party's forbearance or delay in exercising any right or remedy with respect to a Default by the other party under this Agreement shall not constitute a waiver of the Default at issue. Nor shall a waiver by either party of any particular Default constitute a waiver of any other Default or any similar future Default.

17.7 No Assignment. This Agreement shall not be assigned, either in whole or in part, by either party without the express written consent of the other party, which may be granted or withheld in such party's sole discretion. Any attempt to assign this Agreement in violation of the preceding sentence shall be null and void and shall constitute a Default under this Agreement.

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

17.9 No Joint Venture. Nothing contained in this Agreement shall be construed as creating any type or manner of partnership, joint venture or other joint enterprise between the parties.

17.10 No Separate Entity Necessary. The parties agree that no separate legal or administrative entities are necessary to carry out this Agreement.

17.11 Ownership of Property. Except as expressly provided to the contrary in this Agreement, any real or personal property used or acquired by either party in

connection with its performance under this Agreement will remain the sole property of such party, and the other party shall have no interest therein.

17.12 No Third Party Beneficiaries. This Agreement and each and every provision hereof is for the sole benefit of the City and the County. No other persons or parties shall be deemed to have any rights in, under or to this Agreement.

17.13 Execution in Counterparts. This Agreement may be executed in two or more counterparts, each of which shall constitute an original and all of which shall constitute one and the same agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first above written.

COUNTY:

CITY:

Snohomish County, a political subdivision of the State of Washington

City of Lake Stevens, a Washington municipal corporation

By _____
Name:
Title:

By _____
Name:
Title:

Approved as to Form:

Approved as to Form:

Deputy Prosecuting Attorney

City Attorney

[The remainder of this page is intentionally left blank.]

APPENDIX A
MUNICIPAL ROAD AND STREET SERVICES
Snohomish County - Road Maintenance Division

Work Operations (Estimates provided on a per project basis)
Drainage:
<ul style="list-style-type: none"> • Catch Basin Routine Maintenance: Manually clean catch basins to ensure drainage flow is not restricted. This includes removing debris from the inlet and/or cleaning the catch portion of the structure.
<ul style="list-style-type: none"> • Catch Basin Mechanical Cleaning: Mechanically remove sediment and debris from the catch basin using a vactor or eductor truck using vacuum hose and water jet as necessary to ensure drainage system remains free of material and flows are not restricted.
<ul style="list-style-type: none"> • Culvert Cleaning, and Inspection, Manual: Inspecting and manually cleaning culvert inlets and outlets.
<ul style="list-style-type: none"> • Culvert Cleaning, Mechanical: Use mechanical equipment for cleaning the culvert such as vactor, flusher or a backhoe to clean inlets and outfalls to remove obstructions.
<ul style="list-style-type: none"> • Detention/Retention Basin Maintenance: Remove accumulated sediment, vegetation and debris from detention/retention basins to maintain design capacity to allow for proper function of the structure. Removal may be by manual or mechanical means and may include cleaning inlet and outlet grates/pipes.
<ul style="list-style-type: none"> • Ditch Maintenance: Cleaning or re-shaping a man-made, open, storm water conveyance system that was constructed to carry storm water onto, through, or away from the highway right-of-way (i.e., not a modified stream). This operation does not include the acquisition of any permitting if required.
<ul style="list-style-type: none"> • Underground Retention/Detention Facility Maintenance: Mechanically or manually clean and/or inspect underground detention/retention facilities on the right of way to maintain proper design capacity for the structure. This activity requires compliance with confined space regulations.
Pavement Maintenance and Repair:
<ul style="list-style-type: none"> • Crack and Joint Sealing: Repair defects in pavement surface by installing crack filling material to prevent water from entering the sub-grade. Cracks are cleaned and routed prior to filling.
<ul style="list-style-type: none"> • Install Lane Markers/Raised Pavement Markers: Install lane markers to replace worn markers or to facilitate design changes in the channelization.

<ul style="list-style-type: none"> • Installation, Maintenance and Repair of Guardrail: Maintain and repair guardrail; adjust cable tension; repair damage caused by collisions; upgrade terminal end sections; adjust height and alignment; Install new guardrail to design specifications.
<ul style="list-style-type: none"> • Manual Pavement Patching: To repair the road surface by hand spreading asphalt mix (typically hot mix), raking to establish proper grade and compacting with a roller or other available means. Repair potholes, edge failures, dips, etc.
<ul style="list-style-type: none"> • Pavement Markings -Thermo-plastic/Durable: Apply durable channelization material (typically thermo-plastic) to the roadway to delineate the lane limits.
<ul style="list-style-type: none"> • Pavement Markings - Paint: Applying channelization to the roadway surface to delineate lane limits, such as edge lines (including gore lines), skip lines, no pass lines, centerlines, etc.
<ul style="list-style-type: none"> • Sweeping & Cleaning Pavement with Mechanical Pickup Broom: Use mechanical pickup sweeper to remove sand, dirt and accumulated debris from the roadway and shoulders. Special consideration: An advance person may be needed to pick up large debris prior to the sweeping operation. Additional trucks may be needed to haul the sweeper spoils to an approved waste site. 'No Parking' signs may be needed in advance.
<ul style="list-style-type: none"> • Traffic Sign Repair, Replacement, Maintenance and Installation: Repair, replace, maintain; or install new traffic signs to ensure that operational safety is maintained on the roadway system.
<p>Shoulder Maintenance:</p>
<ul style="list-style-type: none"> • Grade / Reshape Shoulders: Use motor grader to pull aggregate from shoulder slope back towards the roadway to eliminate the vertical edge at the edge of pavement.
<ul style="list-style-type: none"> • Shoulder Buildup Removal: Use a motor grader and belt loader to remove buildup of sand, dirt and vegetation at the edge of shoulder to allow for proper drainage.
<p>Snow & Ice:</p>
<ul style="list-style-type: none"> • Anti-Icing and De-icing Application, Liquids: Apply anti-icing liquid to the roadway to reduce the probability of ice forming on the roadway. Apply de-icing liquids to the roadway to aid in ice removal.
<ul style="list-style-type: none"> • Plowing/Sanding/Solid Deicer Application: Remove accumulated snow and slush from the roadway and shoulder of the roadway with a truck-mounted snowplow. Apply sand or other abrasives to roadways to improve traction during freezing weather and snowstorm conditions. This may include sand applied with pre-wet salt systems or blended with salt in solid form.
<p>Vegetation:</p>
<ul style="list-style-type: none"> • Control Vegetation Obstructions - Manual: Remove vegetation obstructions by manual methods, i.e. shovels, weed eaters, cutters or pulling weeds, to ensure visibility of signing and intersections.
<ul style="list-style-type: none"> • Cutting/Pruning/Selective Thinning: Use hand tools to cut, trim or thin small amounts of plants in or around planting beds.

- **Noxious and Nuisance Weed Control - Spot Spray Non-power Equipment:** Use hand sprayer to control noxious weeds, as identified on the state or county noxious weed list, with approved herbicides applied at the recommended application rate. Also manually spray nuisance weeds. An herbicide application record is required for the treated area.
- **Nuisance Vegetation Control - Manual:** Use of manual means, i.e., hand operated trimmers, mowers, lopping shears, hand sprayer, saws, axes, to control undesirable vegetation obstructing line of sight or clear zone i.e., alders, blackberries and certain species of grasses.
- **Nuisance Vegetation Control - Mechanical:** Use power-operated equipment, i.e., mowers and brush cutters, to control undesirable vegetation i.e., alders, and blackberries, etc.
- **Tree Trimming/Tree Canopy Maintenance:** Use boom truck/bucket truck, saws and chippers to trim trees and canopied/encroaching shrubs to maintain clear zones, sight distance, pedestrian access, etc.
- **Roadside Mowing:** Mow with mechanical mower to control grass height and trim undesirable vegetation.

- | Other services provided: |
|--|
| <ul style="list-style-type: none"> • Call-out Response for urgent or emergency situations • Catch Basin/ Manhole Repair or Replacement • Chip Seals; Project or Patching • Culvert Repair or Replacement • Guidepost and Delineator Replacement • Hauling and Disposal of Waste Material • Hydro Seeding and Mulching • Instructor, Equipment Training and Other Training Courses • Maintenance and Repair of Concrete Structures • Mechanical Pavement Patching, Paverbox • Noxious Weed Control - Mechanical • Noxious Weed Control - Manual • Pavement Milling/Full Depth Repair (small, localized areas) • Pavement Patching with Subgrade Repair • Rip Rap and Cribbing Repair • Seeding, Mulching, and Planting including native species. • Shoulder Washout Repair • Slope Repair, Slide Clean up & Maintenance • Traffic Control for Mobile Operations • Traffic Control for Stationary Operations • Vactor Waste Recycling/Disposal |

APPENDIX B
MUNICIPAL ROAD AND STREET SERVICES
Snohomish County – Bridge Operations

<p>Work Operations (Estimates provided on a per project basis)</p>
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<p>Bridge Inspection:</p>

<p>• Bridge Inspection Services: Routine and special bridge inspections, completion of bridge inspection reports (including photos and descriptions of the inspection), and entry of bridge inspection data into the Washington State Bridge Inventory System. The County’s performance of inspections and reports shall be consistent with the National Bridge Inspection Standards as set forth in the current version of the Washington State Bridge Inspection Manual.</p>

<p>Other services provided:</p>
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<p></p>

APPENDIX C
MUNICIPAL ROAD AND STREET SERVICES
Snohomish County - Road Maintenance Division

Work Order Form



ROAD MAINTENANCE AID AGREEMENT WORK ORDER

Agency/Jurisdiction: _____

Submitted By: _____ **Date Submitted:** _____

Contact Info: _____ **Requested Completion Date:** _____

Authorized By: _____ **Position/Title:** _____

(Signature from Agency/Jurisdiction for approval to proceed per Estimated Cost Below)

Date Approved: _____

WORK TO BE PERFORMED (Description and/or Sketch) (Attach Additional Pages If Needed)

Once completed please email to: Contact.PWRoad@snoco.org

For Completion by Snohomish County Road Maintenance Division

Estimated Cost For Services: _____ Reimbursable Service Number: **RR** _____

Approved By:

RM Operations Manager: _____ Date: _____

RM Director: _____ Date: _____

Date of Completion: _____ By: _____



LAKE STEVENS CITY COUNCIL
STAFF REPORT

Council Agenda Date: 14 October 2013

Subject: Adoption of Schedule of Land Use Fees under Resolution No. 2013-12

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

RECOMMENDATION(S)/ACTION REQUESTED OF COUNCIL: **Approve the Schedule of Land Use Fees and authorize the Mayor to sign Resolution No. 2013-12 adopting said Fees**

SUMMARY/BACKGROUND: Each year the City reviews its Schedule of Land Use Fees to ensure that the fees charged for services reflect the estimated costs associated with land use project’s processing. Typical land use actions include building permits, plats, development construction review, and design review. During this review, only two areas of changes in the fees are proposed: 1) fees under Construction Plan Approval (development review of site improvements); and 2) EDDS Deviation Requests (developer requested change to the City’s Standards). The following is a table that shows these proposed fee changes.

1) For Construction Plan Approval:

Type of Use	Fixed Base 2 reviews		Per Unit Fee		Additional Review	
	Exist	New	Exist	New	Exist	New
1 to 9 units	\$1,300	\$1,500	\$0	\$100	\$200	\$75/hr or consultant cost (*)
10 or more	\$1,500	\$1,500	\$150	\$150	\$0	
Commercial	\$2,000	\$2,000	NA	NA	\$0	

Note: * = Actual consultant fees as determined by the appropriate Department Director.

2) For EDDS Deviation Request: This is a change from the existing of \$100 to \$500.

Each fee change is intended to better reflect the actual costs that the City expends with these associated land use actions on an average with development. The changes proposed are expected to help ensure that development pays for development.

APPLICABLE CITY POLICIES:

BUDGET IMPACT: NA

ATTACHMENTS:

- ▶ Exhibit A: Resolution 2013-12 - Schedule of Land Use Fees

EXHIBIT A

CITY OF LAKE STEVENS
Lake Stevens, Washington

RESOLUTION NO. 2013-12

A RESOLUTION REPEALING RESOLUTION NO. 2013-6 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. 2013-6 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, with a maximum monthly interest accrual of \$20.00, 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 Modifications	450
Adult Family Home	325
Boundary Line Adjustments	1,000
Changes of Use	750
Code Interpretations	150
Floodplain Development Permit when no Shoreline Exemption is required_(may also require SEPA and critical area review fees)	150
Grading Permits (less than or equal to 100 cubic yards)	375
Home Occupations	Reviewed as part of business license
Lot Line Consolidation	500
Pasture/Waste Management Plan (LSMC 5.18.040) Plan Review Fee	75
Subsequent Plan Modification Review	75/hour
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) (Grading > 100 cubic yards)	
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 35 Administrative fee
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
BUOY OR MARKER PERMIT (PRIVATE) (Per LSMC 10.16.070)	
Initial Application Review	105
Private buoy or marker permit (annual) (LSMC 10.16.070)	75
CODE ENFORCEMENT – NOTICE OF VIOLATION (Per Ch. 17.20 LSMC)	
Filing Fee to Request Contested Hearing	350
Filing Fee to Request Mitigation Hearing	350

Action/Permit/Determination	Fee (\$)
Hearing Examiner Hearing (except for initial open record hearing per LSMC 17.20.080(d))	Hearing Examiner cost
COMPREHENSIVE PLAN AMENDMENTS (including area-wide-rezones)	
Minor Amendment (annual cycle)	2,400
Major Amendment (5-year cycle)	3,500
CONDITIONAL USE PERMITS	3,500+ Hearing Examiner cost
CONSTRUCTION PLAN APPROVAL	
Residential developments 1-9 units	4,300 1,500 + 100 per lot for first two reviews + 200 for each additional review+ each additional review will be charged either: a) 75 per hour staff time; or b) Consultant fees (see below) As determined by the appropriate Department Director
Residential developments 10 or more units	1,500 + 150 per lot for first two reviews + each additional review will be charged either: a) 75 per hour staff time; or b) Consultant fees (see below) As determined by the appropriate Department Director300 for each additional review
Commercial and/or non-residential developments	2,000 for first two reviews + each additional review will be charged either: a) 75 per hour staff time; or b) Consultant fees (see below) As determined by the appropriate Department Director300 for each additional review
CONSULTANT FEES (when applicable)	Applicant pays actual cost charged City plus 35 Administrative fee
CRITICAL AREA REVIEW	Applicant pays actual cost charged City plus 35 Administrative fee
DESIGN REVIEW	
Design Review – Administrative Decision	450
Design Review - without other permit – Design Review Board	750
Design Review – with other permit – Design Review Board	300
DEVELOPMENT AGREEMENT	1,400
EDDS DEVIATION REQUEST	100 500

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 Level 1	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	250
Fire Works Stand	100
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	4,692/dwelling
Duplex/Apartment/Townhouse with 2 or more bedrooms	2,915/dwelling
Duplex/Apartment/Townhouse with 1 or fewer bedrooms	0
Traffic Mitigation	
Traffic Impact Zone 1	2,039/PM Peak Hour Trip
Traffic Impact Zones 2 & 3	2,917/PM Peak Hour Trip
LAND USE CODE AMENDMENTS	3,000
MISCELLANEOUS ACTIONS/ITEMS	
Permit Extension	150
Public Notice Signs Rental Fee	50
Security Administration Fee, per each security	100
Sign Non-Return Charge – If not returned within 7 days of permit approval	10/sign
Tree Replacement Fee In-Lieu (per LSMC 14.76.120(e))	Equal to cost of purchasing & planting trees as per applicant submitted report prepared by certified arborist or landscape designer/contractor
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

Action/Permit/Determination	Fee (\$)
Park Permit is included if Picnic Shelter is rented	0
PLANNED NEIGHBORHOOD DEVELOPMENTS	3,500+Hearing Examiner cost
PRE-APPLICATION CONFERENCE FEE (\$400 credited toward application fee over \$1,000 upon submittal of said application if received within 12 months from date of pre-application conference.)	
Without Consultant Review	400
With Requested Consultant Review (e.g., critical areas consultant, etc.)	400+Consultant fees
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
Action/Permit/Determination	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)	
Planned Action Project Certification Review including SEPA Checklist	750
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
SEPA Appeals (to Hearing Examiner)	150+Hearing Examiner cost
SHORELINE PERMITS (may also require SEPA and critical area review fees)	
Shoreline Conditional Use	1,500+Hearing Examiner cost
Shoreline Exemption	200
<u>Shoreline Exemption with Floodplain Development Permit</u>	<u>300</u>
Shoreline Substantial Development	+Hearing Examiner if requested by public
Related to Single Family Residence	500
Related to Multifamily Residence or Commercial Property	1,500
Related to Subdivision	2,000
Other	2,500
Shoreline Variance	1,500+Hearing Examiner

SIGN PERMITS	
Sign Permit	150+50/sign
Master Sign Program Permit	450
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 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.

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:

Residential:

- New construction & additions: 65% of permit fee using Table 1A
- Repairs & Alterations: \$75.00 per hour (min. 1 hour)

Commercial:

- New construction & additions: 85% of permit fee using Table 1A
- Tenant Improvements (TI) & Alterations: 85% of permit fee using Table 1A **OR** \$75.00 per hour (min. 1 hour) as determined by the building official
- Plumbing & mechanical: 25% of permit fee or City's hourly rate of \$75.00 per hour (min. 1 hour)

D. Fire Department Commercial Plan Review.

New or Tenant Improvement Building Permits – Applies to all Occupancies except Groups R-3 and U

Construction Valuation From:	To:	Fee
\$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	Valued as Utility (BVD) See Table 1A for fees	65% of permit fee	Permit fee + plan check fee
State Building Code fee (each permit)	\$4.50		\$4.50
Each additional residential unit (per RCW 19.27.085)	\$2.00		\$2.00
Deck	Valued at: \$15/sq.ft. – uncovered \$17/sq.ft. – covered See Table 1A for fees	65% of permit fee	Permit fee + plan check fee
Demolition	\$75		\$75
Dock	Valued at: \$30/sq.ft. See Table 1A for fees	65% of permit fee	Permit fee + plan check fee
Fence/Retaining Wall	\$75	\$75/hr (1/2 hr min)	\$75 + plan check fee
Manufactured Home Placement ((& Skirting))	\$225		\$225
Certificate of Occupancy	\$100		\$100
Reroof:			
Residential	\$40.00		\$40.00
Residential with sheathing	\$90.00		\$90.00
Commercial	Refer to Table1A	Same as Commercial TI	Permit fee + plan check fee
Adult Family Home	\$150		\$150
Re-inspection	\$75		\$75

BVD = Building Valuation Data, August 2012, International Code Council

Table B3: Mechanical and Plumbing Fees

Mechanical Fees		Plumbing Fees	
Mechanical Permit	35.00	Plumbing Permit	35.00
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

Mechanical Fees		Plumbing Fees	
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
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
- General Facilities (except some properties in ULID	6,850 per residential unit or

Service/Action	Fee/Fine (\$)
70-1) - General Facility Reimbursable Fee per Developer Extension Agreement - Administrative Fee for processing sewer assessment agreements	equivalent May be applicable on a basin to basin case. Check with Lake Stevens Sewer District. 1,100
Monthly Sewer Service Rate (LSMC 6.20.020) - Except grandfathered qualified Low Income Senior Citizens and Low Income Disabled Persons.	65/unit for the first 900 ft ³ of water consumption/unit 7.22/100 ft ³ (or part thereof) of water consumption/unit over 900 ft ³
Late Payment Charge (effective 1/1/97) - 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.	
Lien Fee - The fee for filing/releasing liens shall include the cost set by the Snohomish County Auditor's Office plus District administrative fee.	County Fee + 35
Collection of delinquent accounts - The fee shall be set by the collection agency Foreclosure (attorney and administrative fees)	2,500

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 5.18.04): See Table A Land Use Fees	

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
Lamination Services – Concealed Pistol Licenses	3.50
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
Security for Non-profits	
Security for others (includes a 15% administrative fee)	
Special Event Services Deposit: (For special planned events that require additional police services)	\$100 per hour of event with one hour minimum
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 (\$)
<p>Public Works :</p> <p>Hourly Rate for Service for Non-profits Hourly Rate for Service for others (includes a 15% administrative fee)</p>	<p>Refer to current billable rate schedule</p>
<p>Business Licenses:</p> <ul style="list-style-type: none"> - 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 Renewal 40 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 1st 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 	
<ul style="list-style-type: none"> - Washington State Department of Licensing's Master License Service - Business license handling fee (fees shall be automatically amended by the State) 	<p>Currently New Application \$15 Renewal \$9</p>
<p>Duplication of Public Records: (postage/delivery costs extra)</p> <ul style="list-style-type: none"> - 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: Duplicated by staff 1/tape Duplicated by outside party Actual cost to reproduce 	

Permit/Action	Fee or Fine (\$)
<ul style="list-style-type: none"> - 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 	<p style="text-align: right;">40¢</p> <p style="text-align: right;">\$5 for 1st Page and \$1 each after the 1st Page</p>
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 110 Execution Fee 25
Under Age 16	Passport Fee 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 <u>\$ 47</u>
	26-50	1	\$ 60 <i>reservation fee</i> + \$ 7 <u>\$ 67</u>
Lundeen Park Double Shelter Pricing	1-50 <i>(patron requests both shelters)</i>	2	\$ 80 <i>reservation fee</i> + \$ 7 <u>\$ 87</u>
	51-75	2	\$ 100 <i>reservation fee</i> + \$ 7 <u>\$ 107</u>
	76-100	2	\$ 120 <i>reservation fee</i> + \$ 7 <u>\$ 127</u>

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
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:

CITY OF LAKE STEVENS

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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	\$115
< 500 Gallons	\$230
>/= 500 Gallons	\$575
>/= 1000 Gallons	
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	

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
Places of Assembly	Operating a place of assembly
Pyrotechnic special effects material	Use and handling of pyrotechnic special effects material

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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 14th DAY OF OCTOBER, 2013.

ATTEST:

 Vern Little, Mayor

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

APPROVED AS TO FORM:

 Grant K. Weed, City Attorney



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Staff Report
City of Lake Stevens
City Council

Briefing
Date: **October 14, 2013**

Subject: **2013 Parks & Recreation Element Update**
Contact Person/Department: **Russell Wright**, Senior Planner

SUMMARY: 2013 Parks & Recreation Element Update

2013 Parks & Recreation Element Update

To date, planning staff has discussed the following topics with the Park Board and Planning Commission as they relate to 2013 Park and Recreation Plan (Park Plan) update:

1. Scope of Work – the proposed update will ensure that the Park Plan addresses the recreational needs of the community and contains all of the elements, recommended by the Recreation & Conservation Office (RCO), which enable the city to compete for grant funding for parks and recreation projects.
2. Parks inventory and typologies – the city has approximately 146 acres of public parks, 10 acres devoted to special uses, within city limits, and 122 acres of open space – these numbers include city and county facilities (mini-parks, neighborhood parks, community parks), special use parks, trails and open space (undeveloped property and Native Growth Protection Areas).

The Lake Stevens School District facilities compliment the city inventory with athletic facilities and playground throughout the city. In addition to public facilities, there are approximately 168 acres of private open space or other recreational properties within or near the city.

3. Level of service – the current LOS is 7.5 acres of parkland per 1,000 people. The city's current model does not distinguish types of parks and the different functions provided. Based on our current Level of Service the city has a deficit of approximately 63 acres of parkland, when evaluating the city's 2011 population estimate (28,210). The Park Board has recommended a level of service that focuses on access to facilities and the quality of facilities and amenities available as well as recommending targets for different types of facilities.
 - Mini-parks – encourage 1 park w/in ½ mile radius of all residential areas
 - Neighborhood parks LOS – 1 park w/in 1 mile radius of all residential areas
 - Community parks LOS – 1 park w/in 2 miles radius of all residential areas
 - Trails LOS – 1 trail w/in 1 mile of residential areas
 - Open Space LOS – 5% of city

Survey results closely match the recommended level of service for the three park types (Mini-Park - 1 park w/in ½-mile radius; Neighborhood park – 1 park w/in 1-mile radius; and Community park – 1 park w/in 3-mile radius).

4. Parks & Recreation Survey – Staff prepared a survey to solicit public response on parks and recreation facilities within or near the city of Lake Stevens. The survey contained questions related to demographics, access to facilities, facility use & preferences, community desires, satisfaction and potential funding sources. The survey was distributed to 478 randomly selected residents by mail. The survey has also been posted electronically on the city’s website. Seventy-three mailed surveys have been returned and 69 electronic surveys have been taken.

Over 40 percent of respondents have visited city parks and recreation facilities in the past 12 months and nearly 50 percent have visited county parks. Lake Stevens Community Park is the most widely visited community park, Lundeen Park is the most widely visited neighborhood park, and North Lakeshore Swim Beach is the most widely visited mini-park. The library and city boat launch are the most frequently used special facilities. Survey respondents suggested that community and neighborhood level parks should receive the highest priorities. Some of the most popular uses included walking/hiking, picnicking, beach/dock use, and swimming. Some of the most desired improvements include walking, hiking and multiuse trails, picnic areas, public docks, a community garden, playgrounds, a skate park, and improved restrooms. Overall respondents claim to be somewhat satisfied with the facilities and amenities. The most common complaint was a perceived lack of amenities. Respondents identified the cost of park maintenance and land for additional access as major issues to be resolved. Popular funding sources include public and private partnerships and user fees.

5. Goals and Policies – Staff recommended that the current goals and policies section be revised. Specifically, staff suggested that this section should be organized around common themes and redundancies removed. In addition, goals and policies will be updated to reflect community preferences from the survey results.
6. Open Houses – The Park Board hosted two open houses, at different venues, to reach different city residents. The first open house included a presentation that focused on the current facility inventory and proposed changes to the level of service. The second open house was an informal “meet and greet” that allowed Park Board members and staff to discuss parks and recreation issues directly with the public.

Next Steps:

1. Prepare a needs assessment & final LOS recommendations
2. Complete plan revisions
3. Adopt w/ 2013 Comprehensive Plan schedule
4. Prepare an updated capital facilities plan – may be deferred
5. Prepare an updated fees survey / impact fee – may be deferred

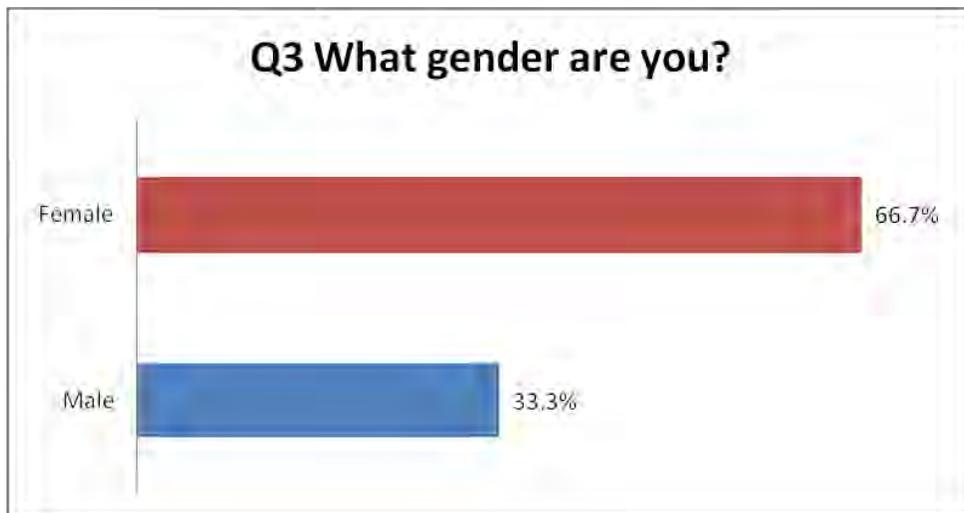
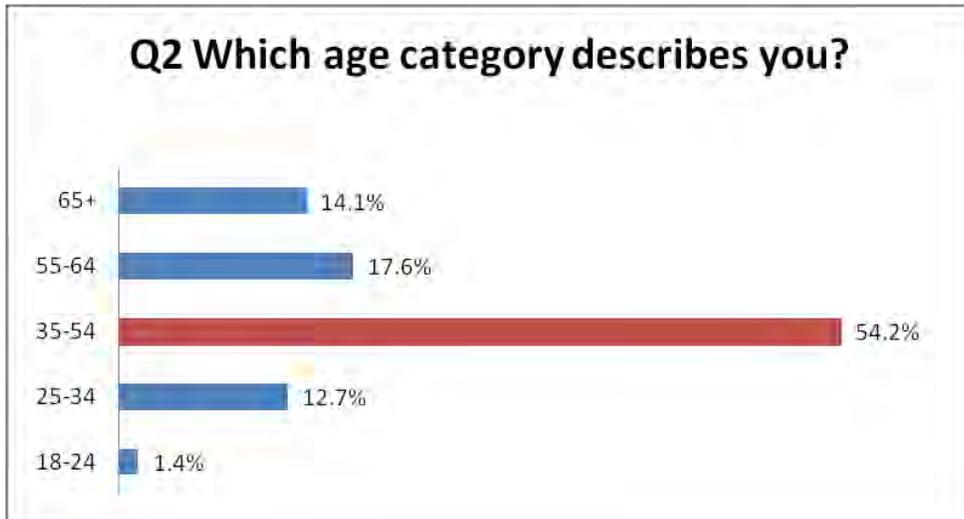
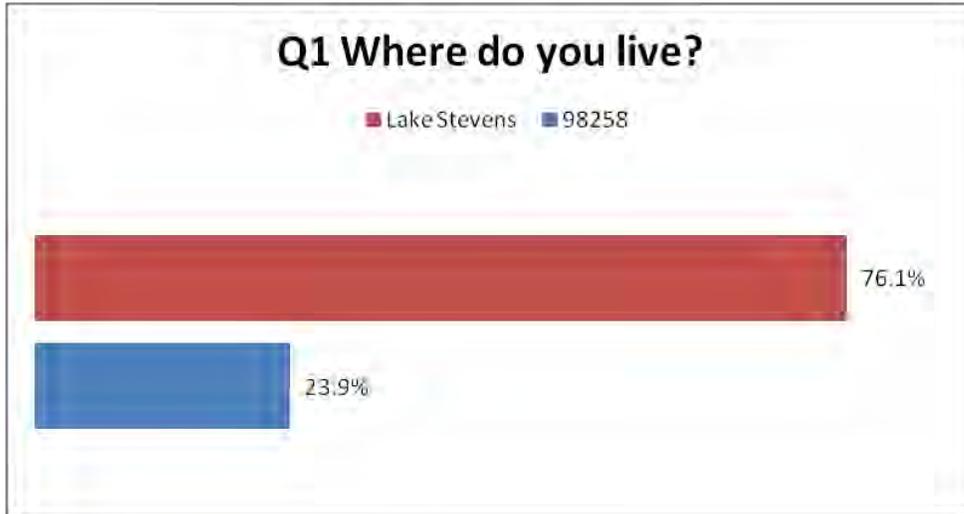
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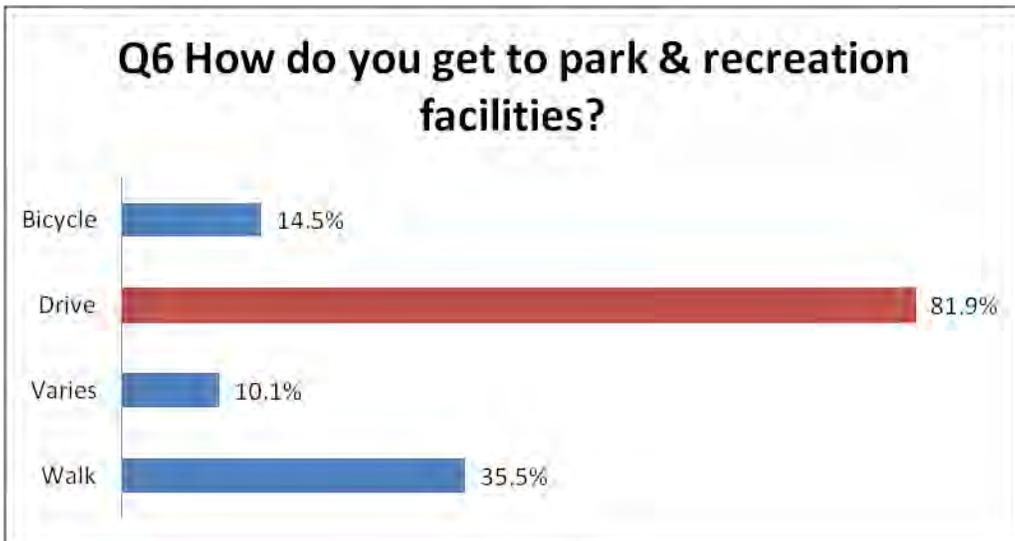
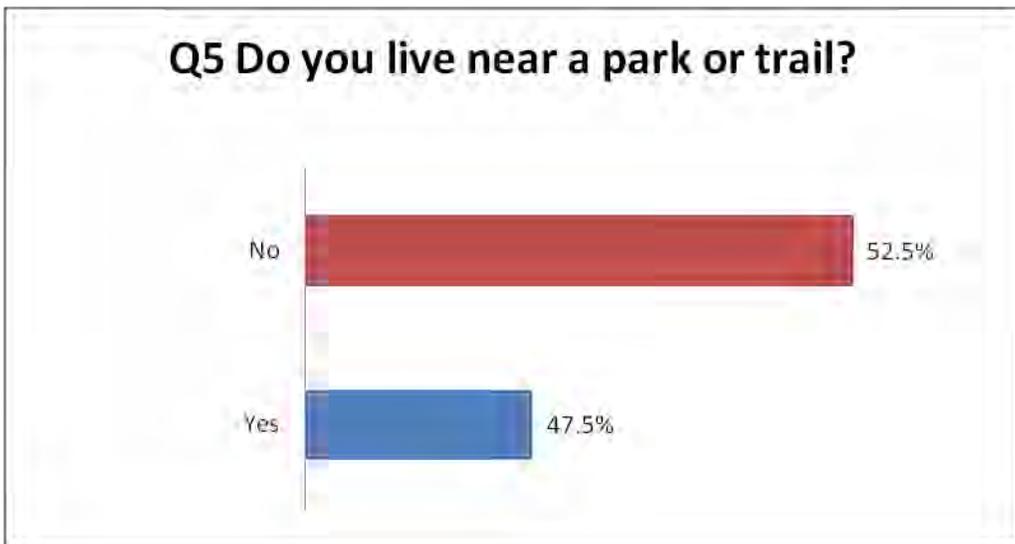
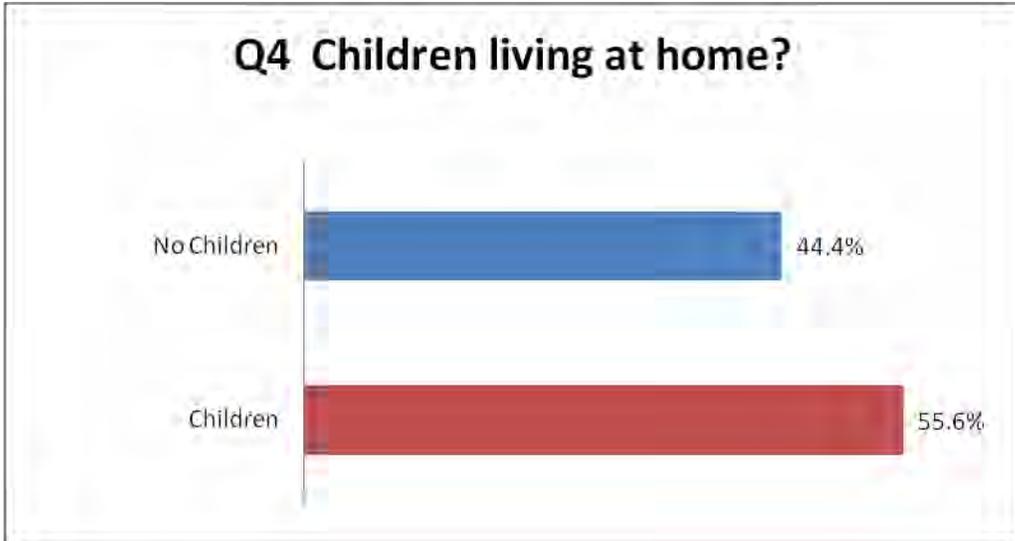
Draft Park Plan Typologies
Draft Public Inventory
Draft Survey Results
Draft Goal and Policies

Proposed Park Typologies			
Type	Size	Typical Amenities	Area Served
Mini-Park	≤ 1 acre	Playgrounds, Landscaping, Picnic Benches	Residential areas w/in 1/2 mile
Neighborhood Park	≤ 10 acres	Informal, active, and passive recreation Playgrounds, Landscaping, Picnic Areas, Trails, single or small fields, Parking, Restrooms, etc	Residential areas w/in 1 mile
Community Park	> 10 acres	Informal, formal, active, and passive recreation amenities to serve the community Playgrounds, Landscaping, Picnic Areas, Trails, Multiple Fields, Structures, Parking, Permanent Restrooms, etc	Residential areas w/in 3 miles
Trails		Soft surface or paved trails, walking paths or multiuse trails for walking, hiking, and bicycling	1 trail w/in 1 mile of residential areas
Special Use		Any park type or facility that provides a unique experience may include boat launch, cultural facilities, or public art	Community
Open Space		Undeveloped or low intensity uses that may include passive recreation areas, trails, or NGPAs	Varies

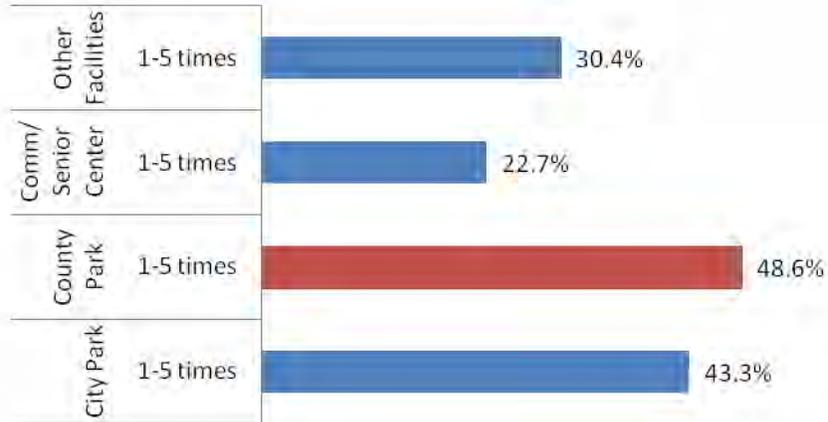
Facility	Location	Owner	Area (acres)	Designation	Picnic Shelter/Benches	Playground	Trail/Pathway	Basketball	Track	Tennis	Athletic Fields/Football/Soccer	Beach / Swimming	Softball/Baseball	Dock	Boat Launch	Swimming Pool	View Corridor	Gymnasium	Restrooms	Community Center	Open Space	Native Growth Protection Area	Landscaping	Other
Open Space																								
16th St Open Space	16th Street NE & Main	City of Lake Stevens	1.77	Open Space																	X			
18th St Open Space	125th Ave NE & 18th St NE	City of Lake Stevens	1.87	Open Space																	X			
4th St NE Open Space	4th St SE	Snohomish County	9.83	Open Space																	X			
Baker Vista	34th St NE & 116th Ave NE	City of Lake Stevens	2.77	Open Space																	X	X		
Bridgeport at the Crossing 1	Catherine Dr & 124th Ave NE	City of Lake Stevens	9.72	Open Space			X														X	X		
Bridgeport at the Crossing 2	124th Ave NE & 30th Pl NE	City of Lake Stevens	0.26	Open Space			X														X		X	
Castle Dwellers SP	24th St NE	City of Lake Stevens	0.04	Open Space																	X	X		
Cedar Road	29th St NE & Cedar Rd	City of Lake Stevens	2.30	Open Space																	X	X		
Grade Road	25XX Grade Rd	City of Lake Stevens	25.94	Open Space																	X			
Greenwood Village	4th St SE	City of Lake Stevens	20.91	Open Space		X															X	X		X
Lake Forest	25th St NE	City of Lake Stevens	1.01	Open Space			X														X			
Lake Pointe	9th Pl NE & 122rd Ave NE	City of Lake Stevens	0.48	Open Space																	X			
Lake Stevens Woods Div1	Catherine Dr & 125th Ave NE	City of Lake Stevens	4.09	Open Space		X															X	X		
Lake Stevens Woods Div2	Bryce Dr NE & 125th Ave NE	City of Lake Stevens	7.04	Open Space		X															X	X		
Lake Stevens Woods Div3	Catherine Dr & 32nd St NE	City of Lake Stevens	1.70	Open Space																	X	X		
Lake Stitch	Lake Stitch	Snohomish County	0.31	Open Space																	X			
Lake Villa	126XX - 16th St NE	City of Lake Stevens	2.35	Open Space																	X	X		

2013 Parks & Recreation Survey Results

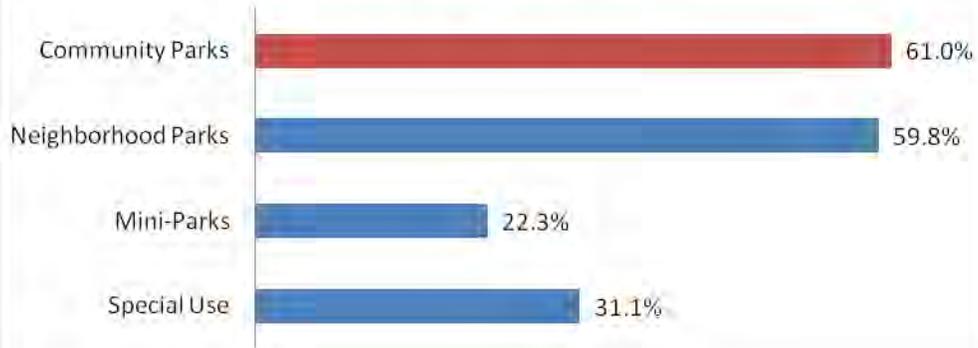




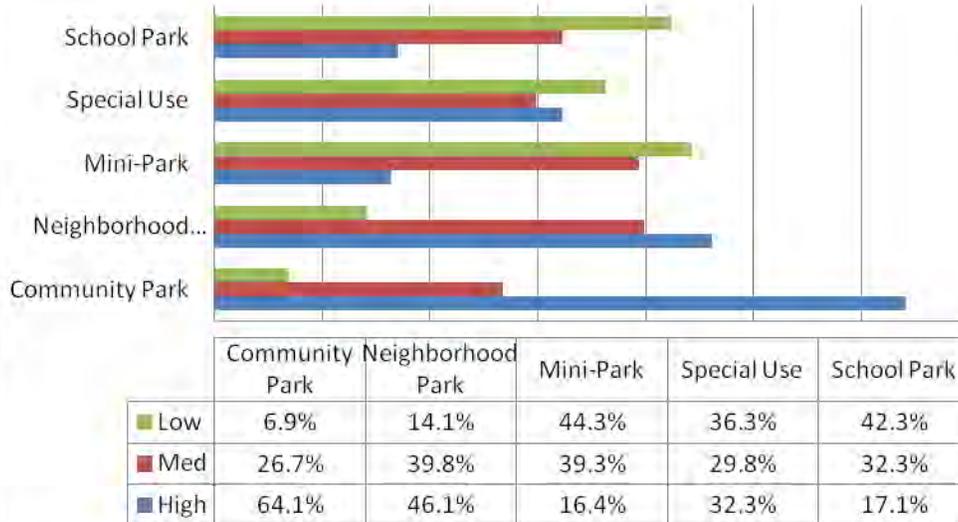
Q7 In the last 12 months, how many times have you visited the following...?



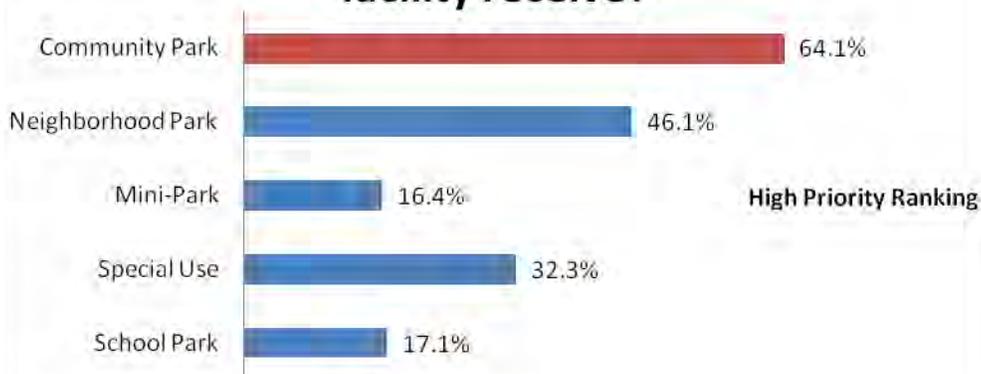
Q8 Which parks & facilities do you enjoy visiting most often?



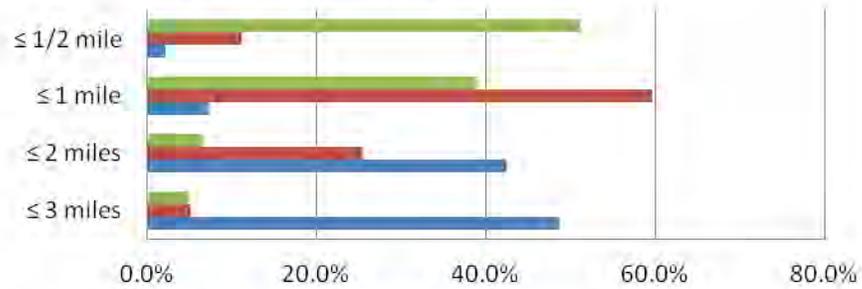
Q9 What level of priority should each facility receive?



Q9 What level of priority should each facility receive?

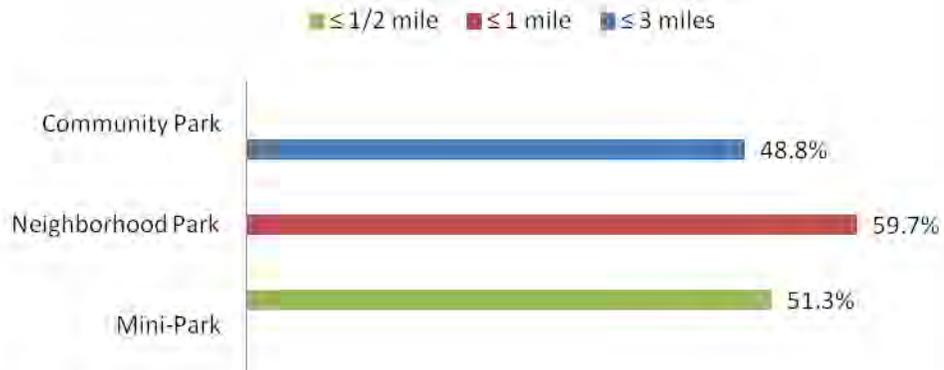


Q10 What is the maximum distance that the following park types should be from most neighborhoods?



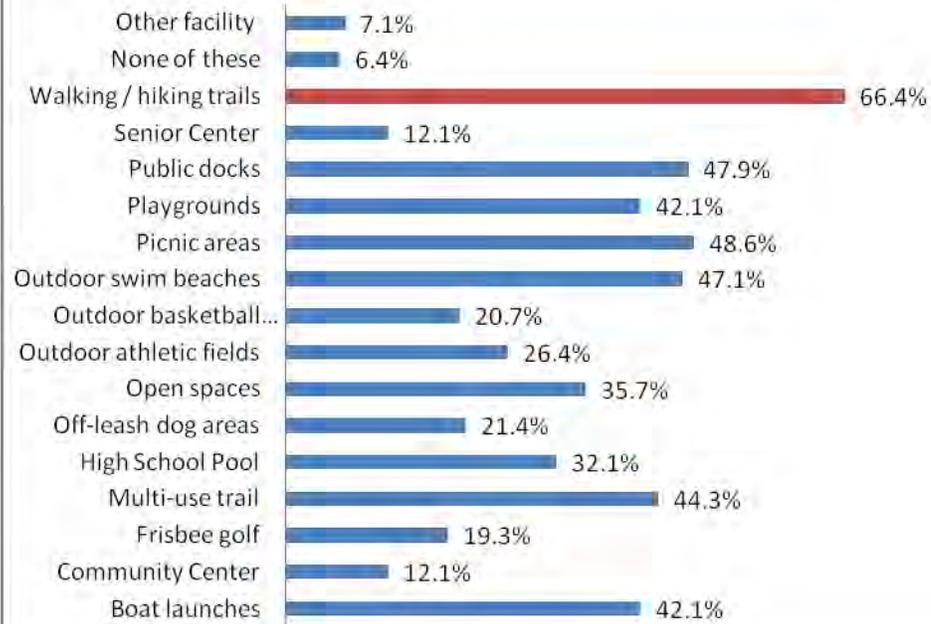
	≤ 3 miles	≤ 2 miles	≤ 1 mile	≤ 1/2 mile
Mini-Park	4.9%	6.6%	39.0%	51.3%
Neighborhood Park	5.2%	25.5%	59.7%	11.2%
Community Park	48.8%	42.5%	7.4%	2.2%

Q10 Maximum distance to the following park types?



Park Type	Maximum Distance
Community Park	≤ 3 miles: 48.8%
Neighborhood Park	≤ 1 mile: 59.7%
Mini-Park	≤ 1/2 mile: 51.3%

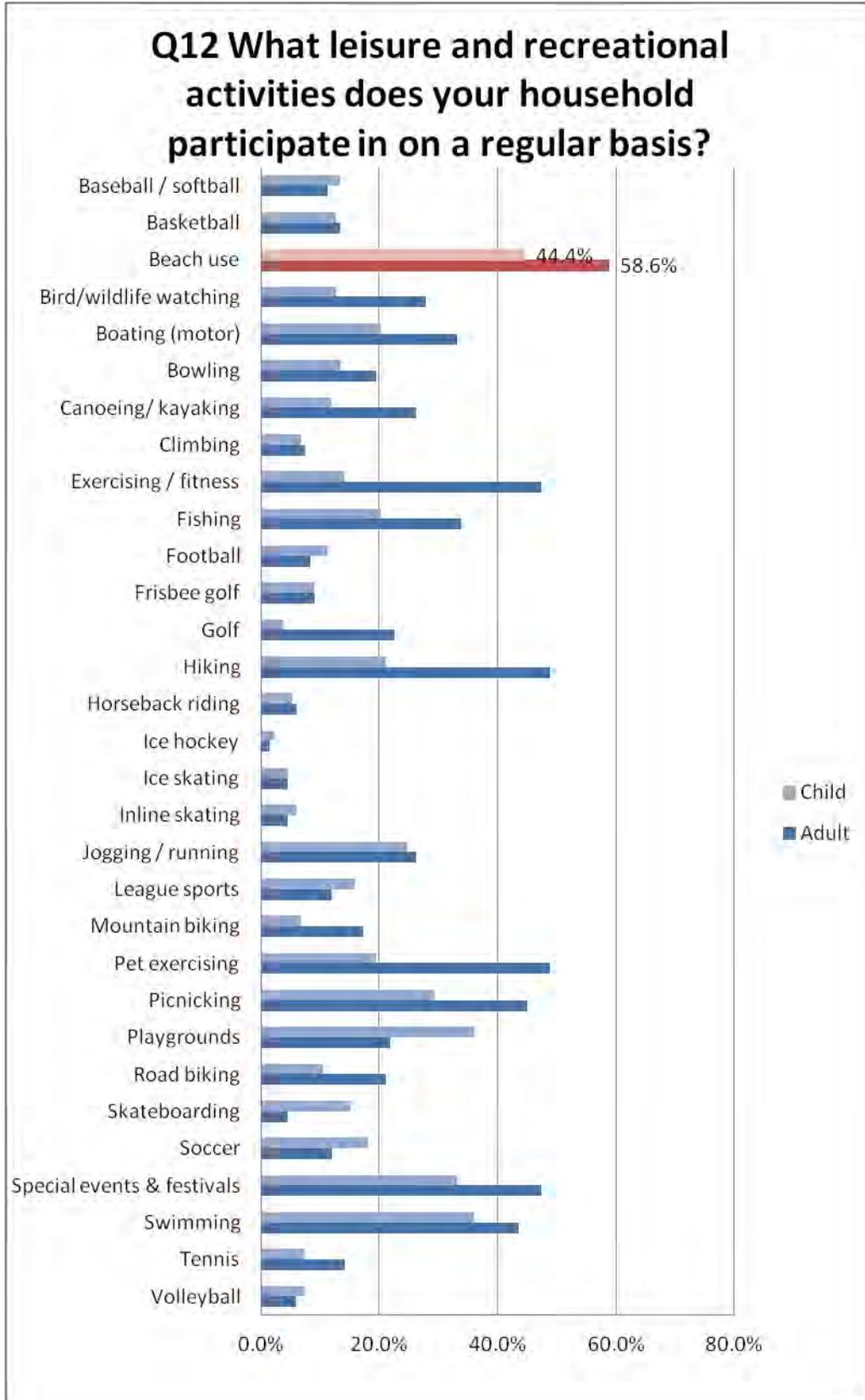
Q11 Which of the following facilities have you used in the past year?

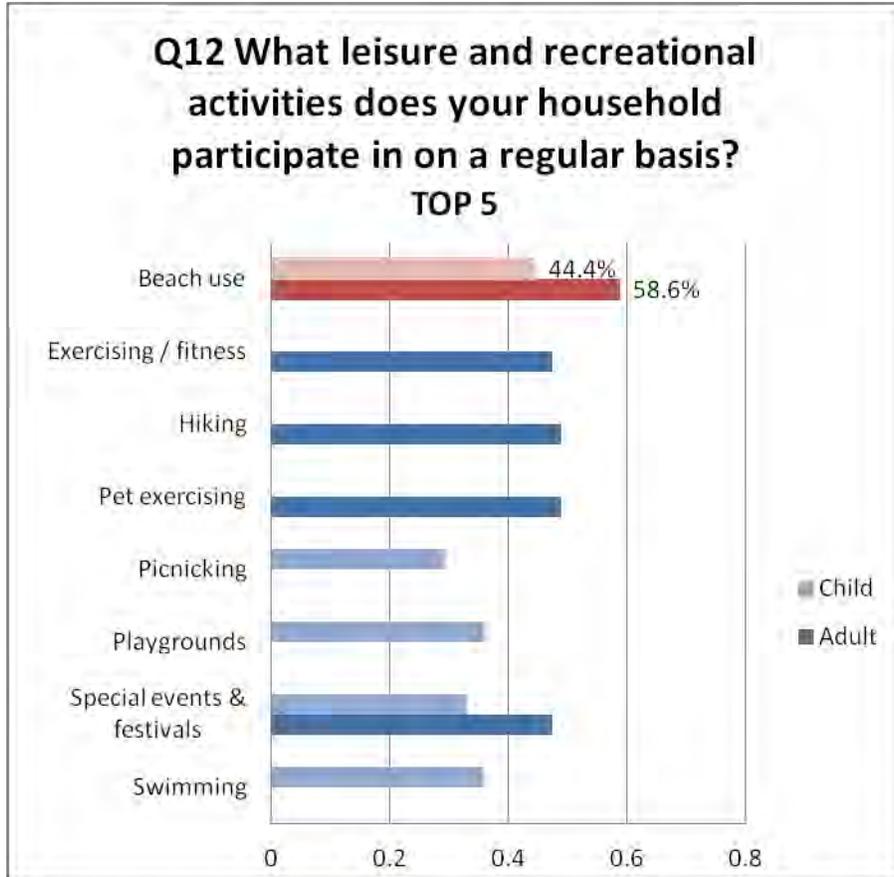


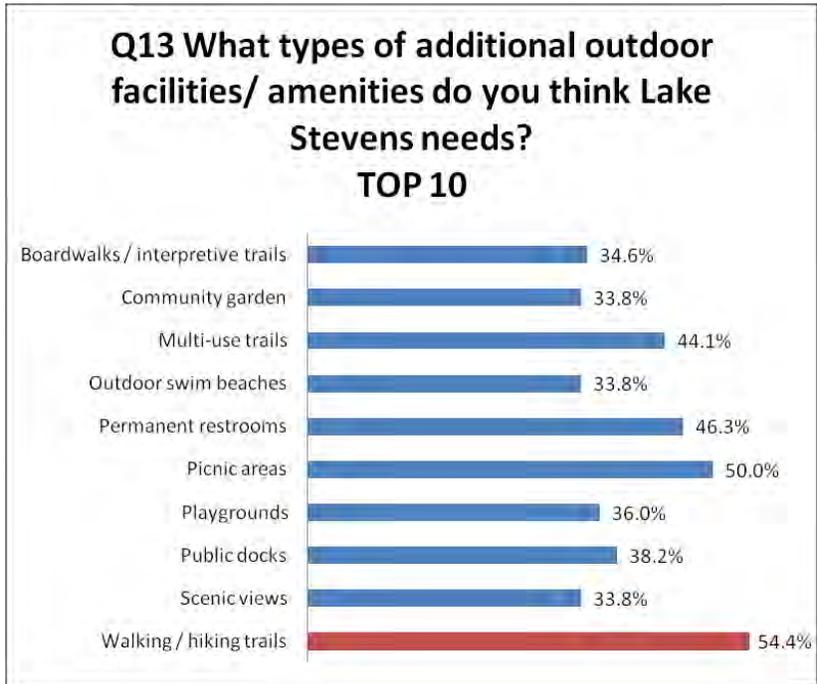
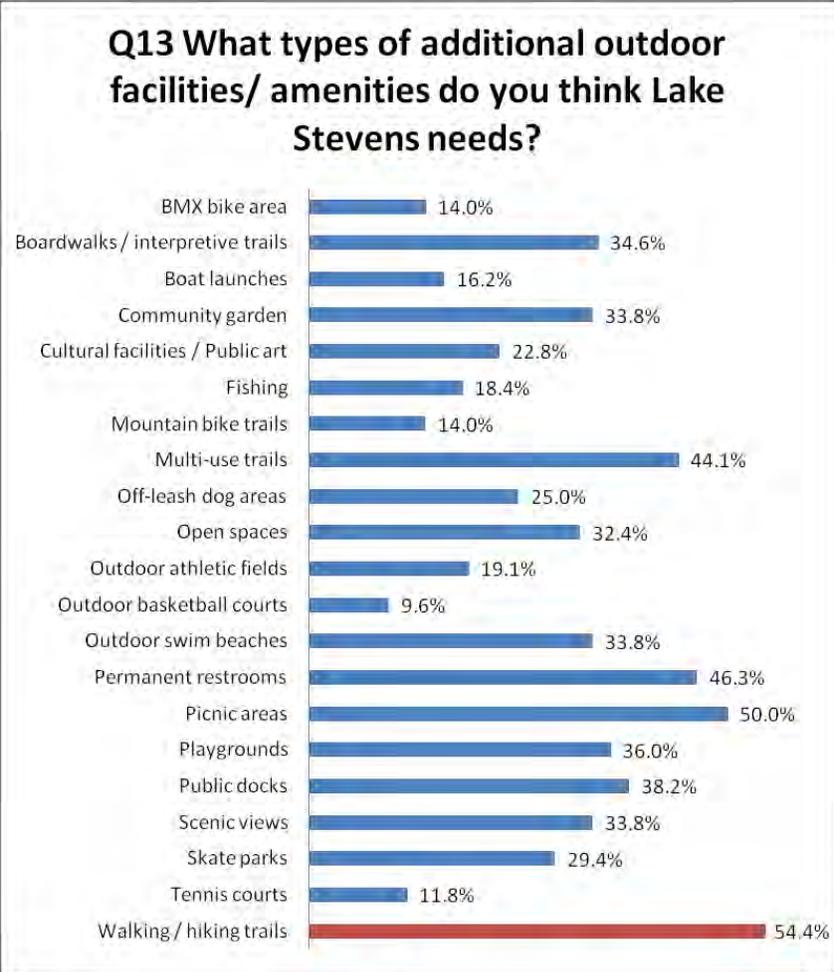
Q11 Which of the following facilities have you used in the past year?

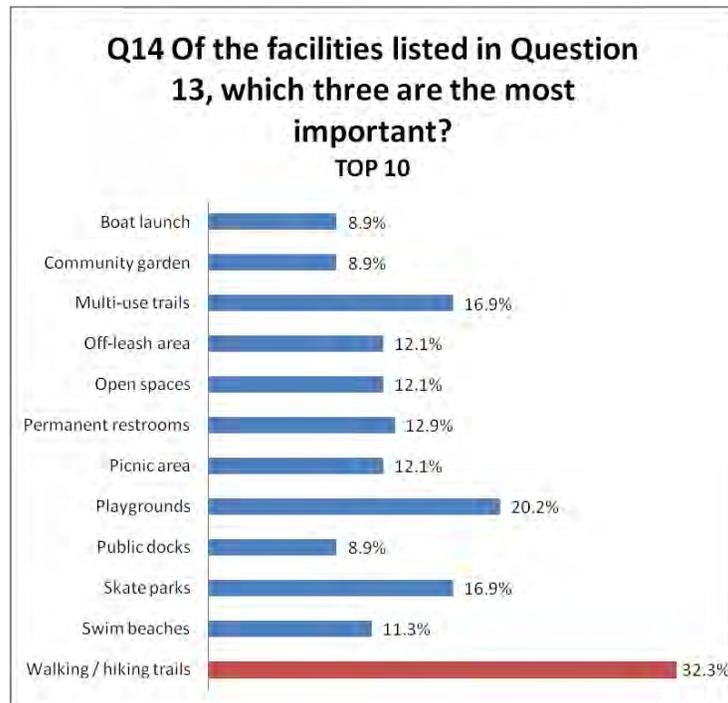
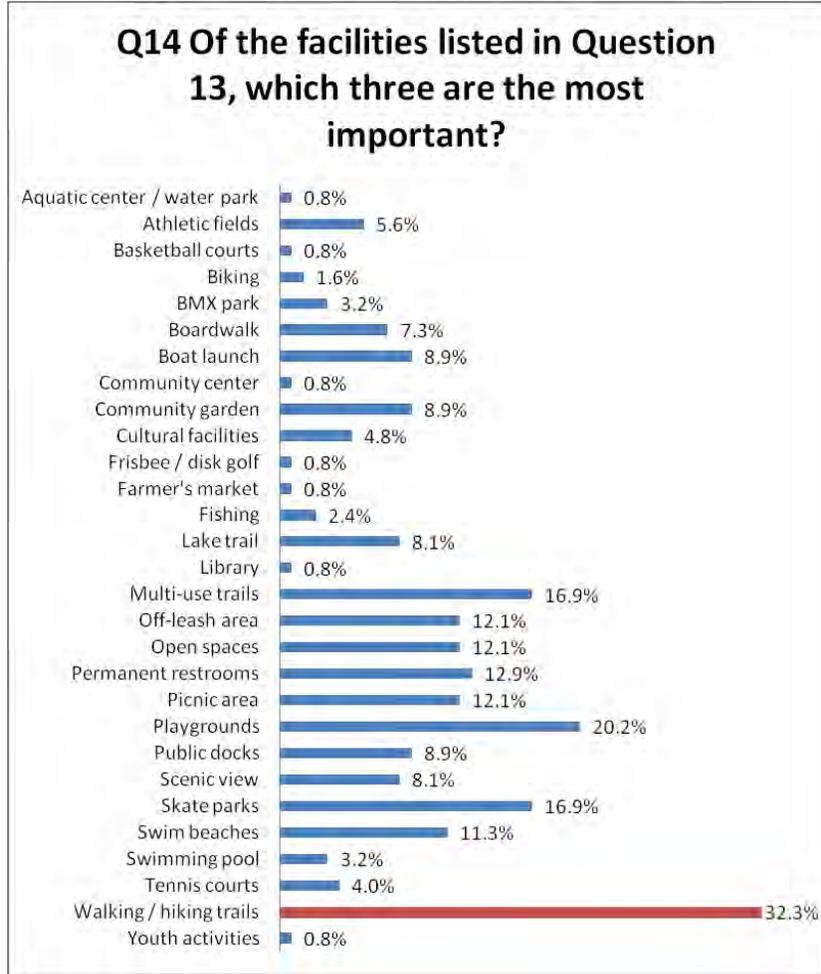
Top 5



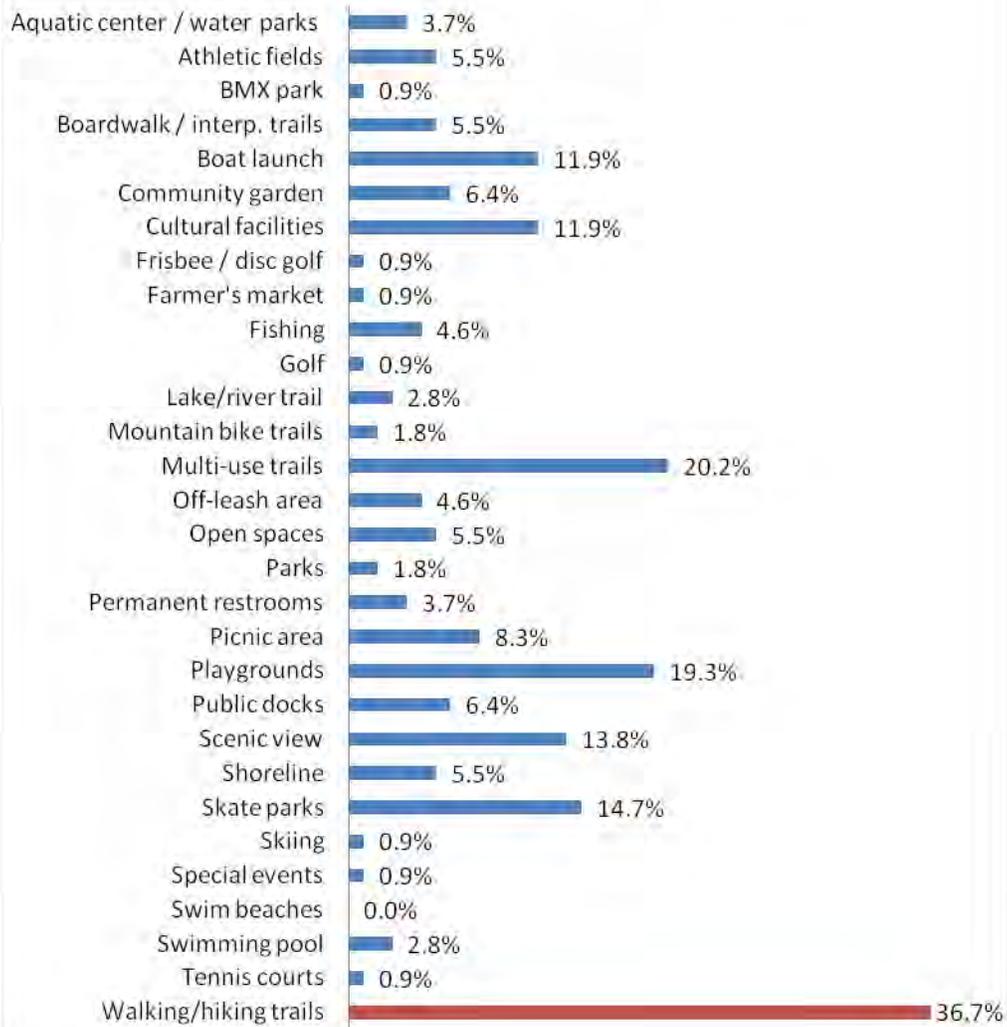


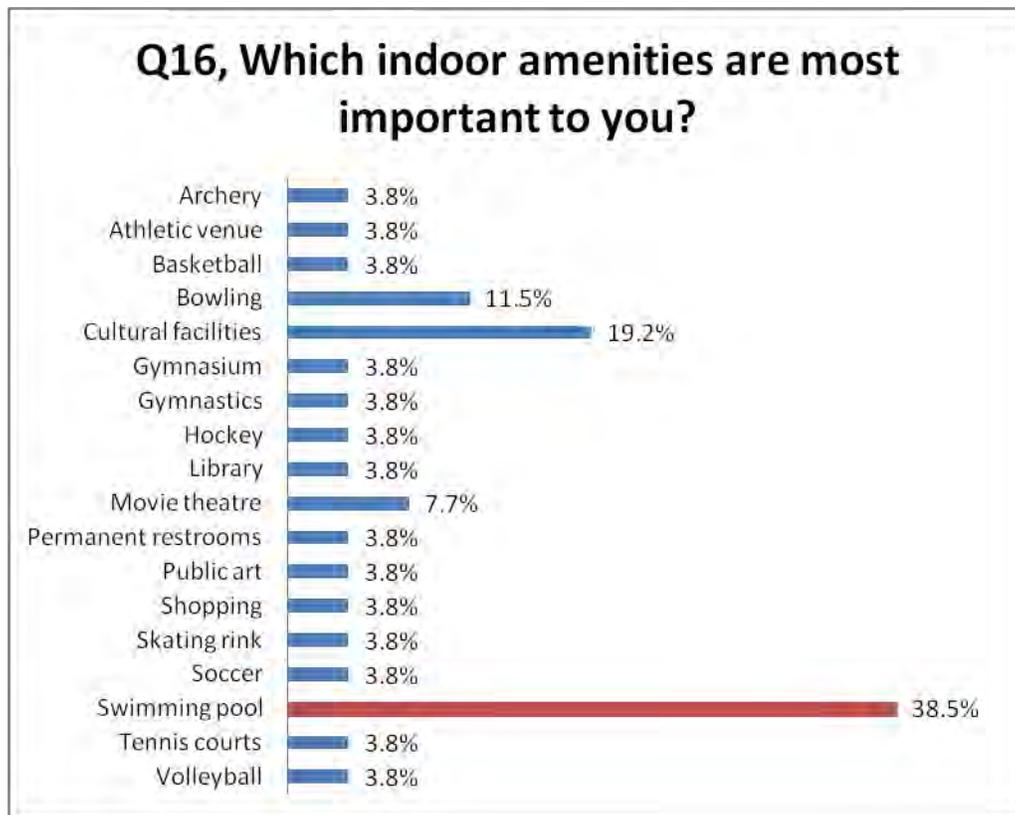
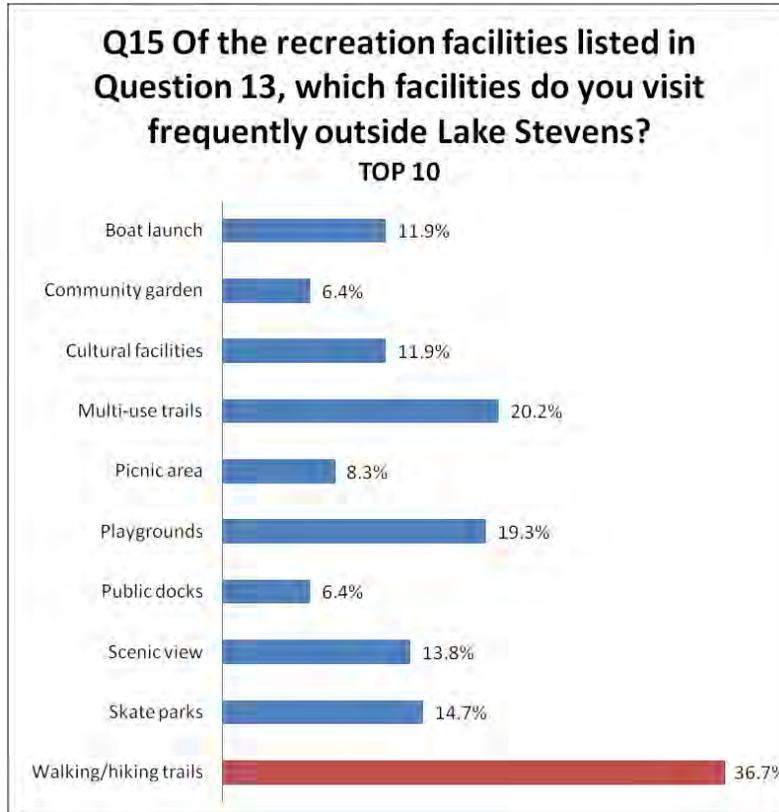




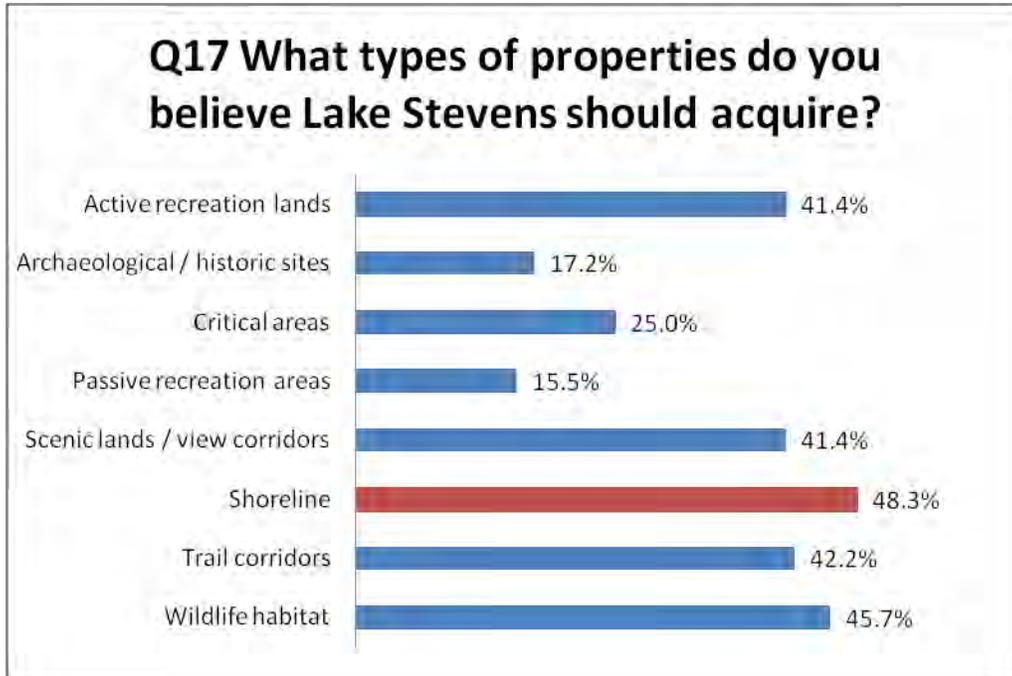


Q15 Of the recreation facilities listed in Question 13, which facilities do you visit frequently outside Lake Stevens?

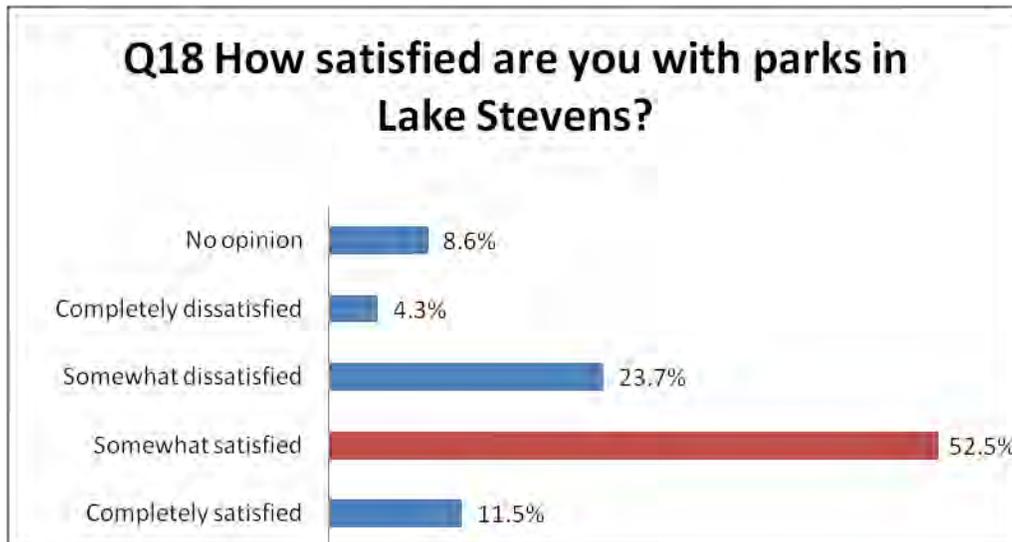




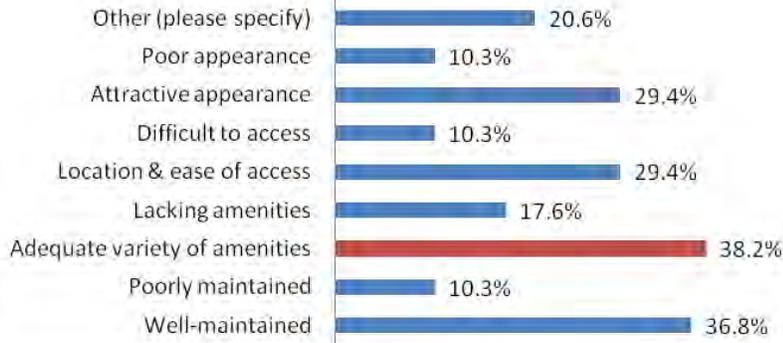
* Survey Monkey results for Question 16 are not available due to an error in numbering.



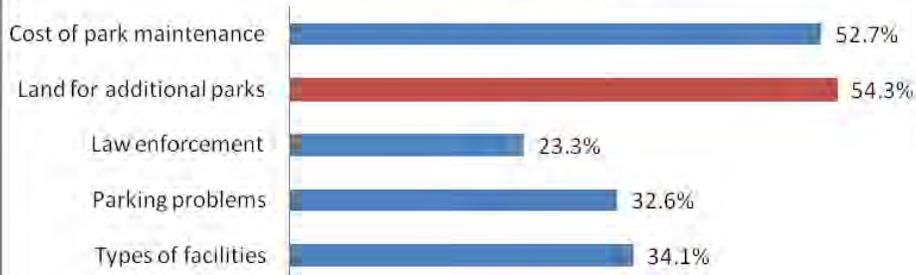
* Survey Monkey results for Question 17 and subsequent responses are tallied from previous question number due to an error in numbering.



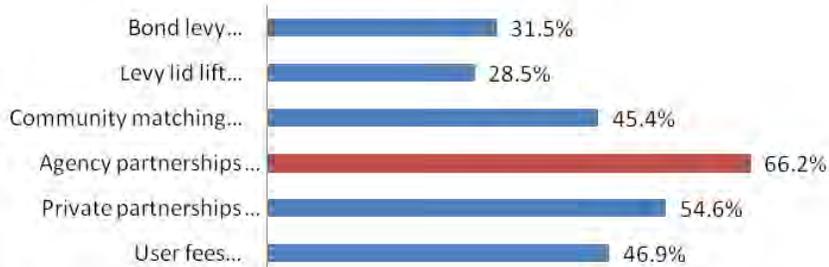
Q19 How would you describe the parks in Lake Stevens?



Q20 What do you believe the major issues to be resolved?



Q21 What funding sources would you support to finance parks & recreation facilities





GOALS AND POLICIES

Vision – Ensure that the city has abundant, high-quality parks & recreation areas that balance recreational activities and enjoyment of the natural environment for the community.

An analysis of existing park, recreation, open space facilities along with community input provide the basis for establishing goals and policies within the Park Plan. The goals and policies within the Plan provide guidelines and actions for achieving that Plan. Goals are broad intent statements that describe a desired outcome. Policies provide the framework for developing specific measurable actions.

GOAL 5.1 PROVIDE A HIGH-QUALITY, DIVERSIFIED PARKS, RECREATION AND OPEN SPACE SYSTEM THAT PROVIDES RECREATIONAL AND CULTURAL OPPORTUNITIES FOR ALL AGES AND INTEREST GROUPS.

Policies

- 5.1.1 Provide a system of multi-purpose neighborhood and community parks, throughout the community, accessible to all residents that meet the following levels of service:
 - Neighborhood Parks – one park within a one-mile radius of all residential areas and
 - Community Parks – one park within a two-mile radius of all residential areas.
- 5.1.2 Provide a park, recreation and open space system with activities for all age groups and abilities, equally distributed throughout the community, with an emphasis on youth-oriented activities.
- 5.1.3 Provide a balanced mix of active recreational facilities including but not limited to court and field activities, skateboard/BMX areas, and multi-use trails and passive recreations facilities including but not limited to hiking/walking, shoreline access, and picnicking accessible to the largest number of participants.
- 5.1.4 Promote balanced lake access for pedestrians and motorized and non-motorized watercraft so all segments of the population can enjoy the lake and have access to its recreational opportunities.
- 5.1.5 Encourage the inclusion of performing art facilities in public parks and recreation areas and incorporate visual arts into the design of park features, such as railings, benches, buildings and other amenities.
- 5.1.6 Support the use of indoor community spaces for arts and crafts, music, video, classroom instruction, meeting facilities and other spaces for all age groups on a year-round basis.
- 5.1.7 When appropriate and economically feasible, participate in the development of special interest recreational facilities.
- 5.1.8 Continue to participate in the annual Aquafest community celebration.
- 5.1.9 Identify recreational and cultural needs opportunities for special needs populations.



- 5.1.10 The City supports the Lake Stevens Historical Society in their efforts to inventory significant historical and archaeological resources and to provide information to the community on its history.

GOAL 5.2 PROVIDE AN INTERCONNECTED SYSTEM OF HIGH-QUALITY, ACCESSIBLE TRAILS AND GREENWAY CORRIDORS THAT OFFER DIVERSE, HEALTHY OUTDOOR EXPERIENCES WITHIN A VARIETY OF LANDSCAPES AND NATURAL HABITATS, PUBLIC FACILITIES, LOCAL NEIGHBORHOODS, BUSINESS DISTRICTS AND REGIONAL TRAILS.

Policies

- 5.2.1 Provide a comprehensive network of multiuse trails for pedestrians, bicycles, and skating using alignments along the public right-of-way, through public landholdings as well as across cooperating private properties that link residential neighborhoods to community facilities, parks, special use areas, commercial areas and the waterfront that meets the following level of service: one trail within one mile of residential areas.
- 5.2.2 Provide for a comprehensive inter-city trail system linking the downtown area, schools, parks, and the Centennial Trail.
- 5.2.3 Establish a multiuse trail around the lake, choosing a route that best provides lake access and/or views.
- 5.2.4 Establish a north/south trail under the power lines as identified in the Lake Stevens Center and 20th Street SE Corridor subarea plans.
- 5.2.5 Establish an east/west sidewalk trail along 24th Street SE and South Lake Stevens Road that will eventually connect to the Centennial Trail as identified in the 20th Street SE Corridor subarea plan.
- 5.2.6 Establish, expand, and/or improve nature trails and boardwalks through open spaces with an emphasis on Eagle Ridge Park, Catherine Creek Park, Centennial Woods, Mill Cove Reserve, and the Grade Road Open Space.

GOAL 5.3 PRESERVE AND ENHANCE OPEN SPACE AND NATURAL, RESOURCES AREAS INCLUDING FISH AND WILDLIFE HABITAT, MIGRATION CORRIDORS, NATURAL MEADOWS, AND WATER RESOURCES.

Policies

- 5.3.1 Preserve open space corridors and buffers to provide separation between natural areas and urban land uses with a goal of maintaining five percent of city as open space.
- 5.3.2 Plan, locate and manage park and recreation facilities so that they enhance wildlife habitat, minimize erosion, complement natural site features, and create linkages within the developed area.



- 5.3.3 Balance the desire for public access and interpretive education with preservation of environmentally sensitive areas and other natural sites
- 5.3.4 Maintain and enforce leash laws and animal at-large laws to stem wildlife predation.
- 5.3.5 Preserve lake and other scenic views for the public when considering land use decisions and when siting park and recreation facilities.
- 5.3.6 Plan for an open space system that may include:
 - a. Natural or scenic areas,
 - b. Water bodies and drainage easements,
 - c. Public/private passive park and recreation sites,
 - d. Cultural, archaeological, geological and historical sites,
 - e. Large reserve tracts, private parks, common ground, and buffer areas from residential development,
 - f. Utility corridors, and
 - g. Trail corridors that may function as wildlife corridors

GOAL 5.4 MAXIMIZE PARK FACILITIES BY LEVERAGING, SHARING AND EFFICIENTLY USING RESOURCES.

Policies

- 5.4.1 Cooperatively plan for joint-use facilities, meeting and classrooms, athletic fields, and other facilities with the Lake Stevens School District, Lake Stevens Junior Athletic Association, Snohomish County Parks Department and other public or private providers of recreation services and facilities that are of mutual benefit each agency and the users/participants in the City and its Urban Growth Area.
- 5.4.2 Create a comprehensive, balanced park, recreation, and open space system that integrates city facilities and services with resources available from the Lake Stevens School District, Snohomish County and other state, federal, and private park and recreational lands and facilities in a manner that will best serve and provide for area residents' interests.
- 5.4.3 Support continued cooperation between the City, non-profit organizations, the Lake Stevens School District, and other agencies for continuation and development of recreation programming for youths, senior citizens, and other segments of the population and to avoid duplication, improve facility quality and availability, reduce costs, and represent area resident's interests through joint planning and development efforts.
- 5.4.4 Establish inter-local agreements between the City, County, School District and private non-profit organizations, and other agencies to provide for athletic facilities to serve the needs of the City and the Urban Growth Area.



GOAL 5.5 MAINTAIN PARK FACILITIES TO MAXIMIZE LIFE OF THE FACILITIES AND TO PROVIDE AN ATTRACTIVE AND PLEASING ENVIRONMENT FOR USERS.

Policies

- 5.5.1 Design and develop facilities that reduce overall facility maintenance and operation requirements and costs. Where appropriate, use low maintenance materials, settings or other value engineering considerations that reduce care and security requirements, and retain natural conditions and experiences.
- 5.5.2 Develop a maintenance management system to estimate and plan for life cycle maintenance in addition to replacement costs.
- 5.5.3 Provide operation and maintenance to insure safe, serviceable, and functional parks and facilities. Provide adequate funding to operate and maintain existing and new special use sites.
- 5.5.4 The City shall establish creative methods to efficiently expand park and trail maintenance services such as encouraging volunteer efforts, continued use of the State Department of Corrections crews, and mutual coordination with other local agencies.
- 5.5.5 Where appropriate, the city should initiate joint planning and operating programs with other public and private agencies to provide for special activities like shoreline access, aquatic facilities, marinas, and community festivals.
- 5.5.6 In the design of parks, encourage the use of materials and designs to reduce the occurrence and impacts of vandalism. Parks design which provides for easily surveillance of facilities by residents and by police can reduce the incidence. Use of materials such as graffiti resistant coatings can reduce the impacts.
- 5.5.7 Repair acts of vandalism immediately to discourage park property and City recreation facilities from becoming targets for further such acts.
- 5.5.8 Ensure that all park and recreation facilities owned and operated by the City comply with ADA accessibility requirements.
- 5.5.9 Establish a formal volunteer network as volunteerism is a significant source of energy and ideas. The City must continue to tap and improve existing opportunities to involve the community in its own programs. The City shall formalize a volunteer program that will include "adopt a park," and "adopt a trail," and similar programs.



GOAL 5.6 THE CITY RECOGNIZES THAT LAND IS IN HIGH DEMAND AND THAT ACQUISITIONS MUST BE PURSUED AS QUICKLY AS POSSIBLE TO IMPLEMENT THE COMMUNITY'S VISION CONCURRENTLY WITH DEVELOPING AND IMPROVING EXISTING FACILITIES TO ACHIEVE A HIGH-QUALITY AND BALANCED PARK AND RECREATION SYSTEM.

Policies

- 5.6.1 Add capacity at existing parks by expanding or improving facilities to accommodate current and future populations and desired uses including walking/hiking trails, active recreation, and passive recreation.
- 5.6.2 Acquire additional shoreline lands for trails, public docks, waterfront fishing, wading, swimming, boating and other water related recreational activities.
- 5.6.3 Cooperate with public and private agencies, and with private landowners to set aside land and resources necessary to provide high-quality, convenient park and recreation facilities before the most suitable sites are lost to development.
- 5.6.4 Work with developers to identify additional parks, recreation and open space opportunities in redeveloping areas.
- 5.6.5 Prioritization for new park and recreation facilities shall take into consideration areas within the community, which are under-represented by parks, types of desired facilities not presently available, availability of properties appropriate for a particular type of park, and availability and opportunities for grants and other funding sources.
- 5.6.6 With a developer requirement of paying GMA based park mitigation fees, developers are still encouraged to install mini-parks voluntarily for the benefit of their developments, however such mini-parks shall not be credited against meeting the developer's mitigation obligation. The city has not defined an LOS for mini-park, but encourages one park within a ½ mile radius of all residential areas

GOAL 5.7 DEVELOP PARK AND TRAIL DESIGN STANDARDS.

Policies

- 5.7.1 Standardize facility design to ensure consistency and quality in the Lake Stevens park system, and establish a standard for trail signage including interpretive, safety, and regulatory signs.
- 5.7.2 Develop trail improvements to a design and development standard that facilitates maintenance, security, and other appropriate personnel, equipment, and vehicles and includes:
 - a. Trail systems with appropriate supporting trailhead improvements that include interpretive, directory and mileage signage as well as rules and regulations for trail use.
 - b. Provide site furnishings such as benches, bike racks, dog waste stations, trash containers.
 - c. Locate trails in conjunction with park sites, schools, and other community facilities to increase local area access to the trail system and to take advantage of access to existing restrooms and



drinking water thereby reducing duplication of supporting improvements.5.7.3Design outdoor picnic areas, trails, playgrounds, courts, fields, parking lots, restrooms, and other active and supporting facilities to be accessible to individuals and organized groups of all physical capabilities, skill levels, age groups, income and activity interests.

- 5.7.4 Implement the provisions and requirements of the Americans with Disabilities Act (ADA) and other design and development standards that will improve park facility safety and security features for park users, department personnel, and the public-at-large.
- 5.7.5 Promote sustainable landscapes to increase the ecological functions of natural areas and utilize native vegetation in planted areas where possible.
- 5.7.6 Choose durable products to promote human health in a safe environment and consider life-cycle analysis of material options. Incorporate green building technology including nontoxic materials and sustainable development practices. Select local products where feasible. Consider environmental as well as economic impacts

GOAL 5.8 INCREASE AWARENESS OF PARK AND RECREATION ACTIVITIES.

Policies

- 5.8.1 Promote the use of local parks through the media, Aquafest, other festivals and by providing information as to their availability such as publishing maps showing parks locations and their available facilities.
- 5.8.2 Promote and provide volunteer opportunities.
- 5.8.3 Facilitate community involvement and stewardship.
 - a. Continue and expand the volunteer work party program.
 - b. Continue and expand the Adopt-a-trail program.
 - c. Develop inter-local management agreements.
 - d. Encourage participation in community trail events.
 - e. Expand on existing relationships with schools, business and non-profit organizations.
- 5.8.4 Promote environmental protection as part of providing a successful park and recreation program by establishing a permanent celebration promoting Earth Day activities
- 5.8.5 Where appropriate, use adopt-a-park programs, neighborhood park watches, park police patrols, and other innovative programs that will increase safety and security awareness and visibility.
- 5.8.6 Provide historic and natural interpretation opportunities throughout the City's park system.
- 5.8.7 Promote commercial recreation opportunities along the Centennial Trail and on and near the lake.



5.8.8 Utilize interpretive materials to highlight features such as native flora and historic points of interest

GOAL 5.9 CREATE EFFECTIVE AND EFFICIENT METHODS OF ACQUIRING, DEVELOPING, OPERATING AND MAINTAINING FACILITIES AND PROGRAMS THAT ACCURATELY DISTRIBUTE COSTS AND BENEFITS TO PUBLIC AND PRIVATE INTERESTS.

Policies

- 5.9.1 Establish financing mechanisms to ensure that adequate parks, open space, and recreation facilities are available to the community.
- 5.9.2 Investigate innovative available methods or the financing of maintenance and operating needs in order to reduce costs, retain financial flexibility, match user benefits and interests, and increase facility services.
- 5.3.1 The City shall explore and where appropriate adopt a creative funding strategy which takes advantage of traditional sources, such as capital budgeting, grants, and developer contributions, but also non-traditional sources including, but not limited to volunteers, interlocal agreements, donations, foundations, interjurisdictional partnerships, and any other appropriate mechanism.
- 5.3.2 In developing the park system, encourage donations and dedications, conservation easements, innovative land use contractual agreements and other methods involving foundations, organizations, associations, trusts, developers, landowners, others from the private sector and neighboring and regional governments.
- 5.3.3 Allow fee stewardship programs to be established in conjunction with recognized land conservancies to maintain dedicated natural areas in lieu of permitting homeowner associations to assume such responsibilities (assuming the City does not wish to assume such responsibility).