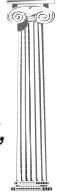


City of Lake Stevens Vision Statement



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, February 11, 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:

CONSENT AGENDA: *A. Approve February vouchers. Barb
*B. Approve City Council regular meeting minutes of Norma
January 28, 2013.

ACTION ITEMS: *A. Second and final reading of Ordinance No. 881, Lake Becky/
Stevens Municipal Code Title 10 Parks and Recreation Dan
amendments.
*B. Approve Resolution 2013-1, fees amendment. Karen
*C. Approve agreement with Springbrook to purchase Barb
financial software.

DISCUSSION *A. Phosphorous Management Plan update. Mick
ITEMS: *B. 2013 Pavement Overlay. Mick
*C. 2013 budget amendment – Ordinance No. 887. Barb

**COUNCIL PERSON'S
BUSINESS:**

STAFF REPORTS:

MAYOR'S BUSINESS:

**INFORMATION
ITEMS:**

**EXECUTIVE
SESSION:**

Lake Stevens City Council Regular Meeting Agenda

February 11, 2013

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	906799-906862	\$127,274.03
Payroll Checks	34688-34689	\$10,172.36
Electronic Funds Transfers	552-560	\$158,949.92
Claims	34690-34749	\$148,708.41
Void Checks		
Tax Deposit(s)	01/29/13, 02/01/13	\$56,924.95
Total Vouchers Approved:		\$502,029.67

This 11th day of February 2013:

 Mayor

 Councilmember

 Finance Director

 Councilmember

 Councilmember

 Councilmember



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Direct Deposit Register

25-Jan-2013

Wells Fargo - AP

Lake Stevens

Direct Deposits to Accounts

31-Jan-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	\$236.84	552	Wells Fargo	121000248	4159656917
11866	Dept. of Labor & Industries	C	\$22,915.61	553	Wells Fargo	121000248	4159656917
Total:			\$23,152.45		Count:	2.00	

Direct Deposit Summary

<u>Type</u>	<u>Count</u>	<u>Total</u>
C	2	\$23,152.45

Pre-Note Transactions

Direct Deposit Register

04-Feb-2013

Wells Fargo - AP

Lake Stevens

Direct Deposits to Accounts

04-Feb-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	\$1,924.88	554	Wells Fargo	121000248	4159656917
101	Assoc. Of Washington Cities	C	\$79,329.90	555	Wells Fargo	121000248	4159656917
9407	Department of Retirement (Pers	C	\$47,295.42	556	Wells Fargo	121000248	4159656917
9408	NATIONWIDE RETIREMENT SOL	C	\$1,123.25	557	Wells Fargo	121000248	4159656917
1418	Standard Insurance Company	C	\$4,881.56	558	Wells Fargo	121000248	4159656917
9405	Wash State Support Registry	C	\$402.46	559	Wells Fargo	121000248	4159656917
Total:			\$134,957.47	Count:		6.00	

Direct Deposit Summary

<i>Type</i>	<i>Count</i>	<i>Total</i>
C	6	\$134,957.47

Pre-Note Transactions

Direct Deposit Register

05-Feb-2013

Wells Fargo - AP

Lake Stevens

Direct Deposits to Accounts

05-Feb-2013	<u>Vendor</u>	<u>Source</u>	<u>Amount</u>	<u>Draft#</u>	<u>Bank Name</u>	<u>Transit</u>	<u>Account</u>
13027	DEPARTMENT OF LICENSING	C	\$840.00	560	Wells Fargo	123456789	123123123
Total:			\$840.00		Count:	1.00	

Direct Deposit Summary

<i>Type</i>	<i>Count</i>	<i>Total</i>
C	1	\$840.00

Pre-Note Transactions

Detail Check Register

04-Feb-13

Lake Stevens

Check No	Check Date	VendorNo	Vendor	Check Amount	
34690	04-Feb-13	13824	Wash Teamsters Welfare Trust		\$1,308.60
01/31/2013		Insurance Premiums		\$1,308.60	\$0.00
001010576802000		Parks - Benefits		\$50.89	
101016542002000		Street Fund - Benefits		\$559.79	
410016542402000		Storm Water - Benefits		\$697.92	
			Total Of Checks:		\$1,308.60

Detail Check Register

07-Feb-13

Lake Stevens

Check No	Check Date	VendorNo	Vendor	Check Amount	
34691	11-Feb-13	1053	Alexander Printing		\$174.72
33270			Business Cards-Mick/Ed/Scott	\$174.72	\$0.00
			101016542003101 Street Fund Office Supplies	\$60.00	
			410016542403101 Storm Water - Office Supplies	\$114.72	
34692	11-Feb-13	13879	Avid Identifications Syst Inc		\$361.19
321434			Pet Scanner/animal control ID	\$361.19	\$0.00
			001008521003104 Law Enforcement-Operating Cost	\$361.19	
34693	11-Feb-13	11952	Carquest Auto Parts Store		\$64.61
2421-185224			Auto Battery	\$64.61	\$0.00
			410016542404800 Storm Water - Repairs & Maint.	\$64.61	
34694	11-Feb-13	12404	CDW GOVERNMENT INC		\$3,218.62
W435999			Antivirus software renewal	\$1,820.42	\$0.00
			510013519103101 License Renewal/Annual Maint	\$1,820.42	
W607588			Antivirus software renewal	\$1,260.03	\$0.00
			510013519103101 License Renewal/Annual Maint	\$1,260.03	
W894622			External Hard Drive for IT Services	\$138.17	\$0.00
			001003518103100 IT Dept-Office Supplies	\$138.17	
34695	11-Feb-13	274	City of Everett		\$400.00
I13000130			Share of training costs per ILA	\$400.00	\$0.00
			001008521004901 Law Enforcement - Staff Develo	\$400.00	
34696	11-Feb-13	276	City Of Lake Stevens		\$35.05
1430			Retainage - New Chapter	\$35.05	\$0.00
			001007558004100 Planning - Professional Servic	\$1.15	
			001007559004100 Building Department - Professi	\$1.15	
			001008521004100 Law Enforcement - Professional	\$20.10	
			001013519904100 General Government - Professio	\$5.75	
			00101355504100 Community Center - Cleaning	\$4.60	
			101016542004100 Street Fund - Professional Ser	\$1.15	
			410016542404101 Storm Water - Professional Ser	\$1.15	
34697	11-Feb-13	12004	CITY OF MARYSVILLE		\$19.57
8980			Hwy9 Professional services	\$19.57	\$0.00
			001013519904100 General Government - Professio	\$19.57	
34698	11-Feb-13	296	Code Publishing Co.		\$473.55
42546			Municiple code publishing	\$473.55	\$0.00

Detail Check Register

07-Feb-13

Lake Stevens

Check No	Check Date	VendorNo	Vendor	Check Amount	
001003514104100			City Clerks-Professional Servi	\$473.55	
34699	11-Feb-13	13030	COMCAST		\$82.50
01/13 0810218			Internet-Evidence room	\$82.50	\$0.00
001008521004200			Law Enforcement - Communicatio	\$82.50	
34700	11-Feb-13	13030	COMCAST		\$72.50
01/13 0692756			Internet-Fairview Station	\$72.50	\$0.00
001008521004200			Law Enforcement - Communicatio	\$72.50	
34701	11-Feb-13	13757	Comdata Corporation		\$3,721.18
20185476			Fuel	\$2,377.63	\$0.00
001008521003200			Law Enforcement - Fuel	\$2,377.63	
20185477			Fuel	\$1,343.55	\$0.00
001003518103200			IT - Fuel	\$49.75	
001007559003200			Building Department - Fuel	\$92.31	
101016542003200			Street Fund - Fuel	\$600.75	
410016542403200			Storm Water - Fuel	\$600.74	
34702	11-Feb-13	91	Corporate Office Supply		\$242.79
136271i			Supplies	\$264.46	\$0.00
001003514103100			City Clerks-Office Supplies	\$79.90	
001003516103100			Human Resources-Office Supplie	\$19.15	
001004514233100			Finance - Office Supplies	\$139.95	
001013519903100			General Government - Operating	\$25.46	
136325			File folders returned	(\$21.67)	\$0.00
001004514233100			Finance - Office Supplies	(\$21.67)	
34703	11-Feb-13	11975	DAN LORENTZEN		\$40.00
SCSPCA mtg			SCSPCA mtg 1/24/13	\$40.00	\$0.00
001008521004300			Law Enforce - Travel & Mtgs	\$40.00	
34704	11-Feb-13	13545	DataQuest LLC		\$45.50
CILKSTEVENS-201301			Background cks	\$45.50	\$0.00
001003516104100			Human Resources-Professional S	\$45.50	
34705	11-Feb-13	12800	DEPT OF CORRECTIONS		\$294.97
MCC4591 1212			Work Crew	\$294.97	\$0.00
001010576804800			Parks - Repair & Maintenance	\$112.07	
101016542004800			Street Fund - Repair & Mainten	\$182.90	
34706	11-Feb-13	13390	Evergreen State Heat		\$403.18

Detail Check Register

07-Feb-13

Lake Stevens

Check No	Check Date	VendorNo	Vendor		Check Amount
21110			HVAC maint	\$403.18	\$0.00 \$403.18
001007558004800			Planning - Repairs & Maint.	\$50.40	
001008521004800			Law Enforcement - Repair & Mai	\$100.80	
001013519904800			General Government - Repair/Ma	\$100.80	
001013555504800			Community Center - Repair & M	\$100.80	
101016542004800			Street Fund - Repair & Mainten	\$25.19	
410016542404800			Storm Water - Repairs & Maint.	\$25.19	
34707	11-Feb-13	13907	Fastenal Company		\$69.81
WAEV120321			Wash Brushes	\$69.81	\$0.00 \$69.81
001010576803100			Parks - Operating Costs	\$17.45	
001013519903100			General Government - Operating	\$17.45	
101016542003102			Street Fund Operating Costs	\$17.45	
410016542403102			Storm Water - Operating Costs	\$17.46	
34708	11-Feb-13	13010	Grainger		\$435.79
9041469934			Pump for shop heater	\$435.79	\$0.00 \$435.79
101016542004800			Street Fund - Repair & Mainten	\$245.00	
410016542404800			Storm Water - Repairs & Maint.	\$190.79	
34709	11-Feb-13	13995	J&M Septic Installation Inc		\$6,152.70
6795			Mudslide clean up	\$6,152.70	\$0.00 \$6,152.70
101016542004800			Street Fund - Repair & Mainten	\$6,152.70	
34710	11-Feb-13	13327	Jennifer Anderson		\$416.66
Feb			Dep Care Reimb Feb 2013	\$416.66	\$0.00 \$416.66
001000281000000			Payroll Liabilities	\$416.66	
34711	11-Feb-13	13386	Jerad Wachtveitl		\$34.85
Jan travel			January travel exps	\$34.85	\$0.00 \$34.85
001008521004300			Law Enforce - Travel & Mtgs	\$34.85	
34712	11-Feb-13	13863	Johns Cleaning Service		\$185.88
1044			Uniform cleaning	\$185.88	\$0.00 \$185.88
001008521002600			Law Enforcment Clothing	\$185.88	
34713	11-Feb-13	13885	Lake Industries LLC		\$150.00
25793			Haul away storm drainage spoil mat	\$90.00	\$0.00 \$90.00
410016542404800			Storm Water - Repairs & Maint.	\$90.00	
25818			Haul away storm drainage spoil mat	\$60.00	\$0.00 \$60.00
410016542404800			Storm Water - Repairs & Maint.	\$60.00	
34714	11-Feb-13	852	Lake Stevens Journal		\$93.80

Detail Check Register

07-Feb-13

Lake Stevens

Check No	Check Date	VendorNo	Vendor		Check Amount	
78831		LUA2013-0001	Permissible Use	\$93.80	\$0.00	\$93.80
		001007558004400	Planning - Advertising	\$93.80		
34715	11-Feb-13	12751	LAKE STEVENS POLICE GUILD			\$1,183.00
02/01/13			Union Dues	\$1,183.00	\$0.00	\$1,183.00
		001000281000000	Payroll Liabilities	\$1,183.00		
34716	11-Feb-13	13996	Lennar Northwest			\$4,954.62
Refund			Refund Overpmt BP2012-276	\$4,954.62	\$0.00	\$4,954.62
		001000322001000	Building Permits	\$4,954.62		
34717	11-Feb-13	12215	LOWES COMPANIES			\$809.10
11699			Outside shop lights	\$33.07	\$0.00	\$33.07
		101016543504802	Facilities R&M (City Shop)	\$33.07		
11838			Light fixtures Library & City Hall	\$93.27	\$0.00	\$93.27
		001012572504800	Library - Repair & Maint.	\$46.64		
		001013519904800	General Government - Repair/Ma	\$46.63		
11999			Wall light at Lundeen park	\$41.47	\$0.00	\$41.47
		001010576803103	Parks-Lundeen-Operating Costs	\$41.47		
61117			Light bulbs	\$22.80	\$0.00	\$22.80
		001013519904800	General Government - Repair/Ma	\$22.80		
95949			Chimney Pipe	\$103.67	\$0.00	\$103.67
		101016542004800	Street Fund - Repair & Mainten	\$103.67		
97405			New Refrigerator for city hall	\$514.82	\$0.00	\$514.82
		001013519904800	General Government - Repair/Ma	\$514.82		
34718	11-Feb-13	13548	Matthew Bender & Co., Inc			\$91.32
42544491			Pulication:WA Criminal & Traffic La	\$91.32	\$0.00	\$91.32
		001008521003104	Law Enforcement-Operating Cost	\$91.32		
34719	11-Feb-13	1091	Office Of The State Treasurer			\$11,478.08
01/2013			Jan 2013 State Court Fees	\$11,478.08	\$0.00	\$11,478.08

Detail Check Register

07-Feb-13

Lake Stevens

Check No	Check Date	VendorNo	Vendor	Check Amount	
633008559005100			Building Department - State BI	\$54.00	
633008589000003			Public Safety And Ed. (1986 As	\$5,851.37	
633008589000004			Public Safety And Education	\$3,266.77	
633008589000005			Judicial Information System-Ci	\$956.05	
633008589000008			Trauma Care	\$368.97	
633008589000009			school zone safety	\$6.46	
633008589000010			Public Safety Ed #3	\$160.16	
633008589000011			Auto Theft Prevention	\$529.81	
633008589000012			HWY Safety Act	\$52.09	
633008589000013			Death Inv Acct	\$34.85	
633008589000014			WSP Highway Acct	\$197.55	
34720	11-Feb-13	13044	PAKOR, INC - NW8935		\$232.58
905465			Passport paper	\$232.58	\$0.00
001008521003100			Law Enforcement - Office Suppl	\$232.58	
34721	11-Feb-13	13943	PartsMaster		\$175.78
20645341			Wire connectors	\$76.58	\$0.00
001010576803100			Parks - Operating Costs	\$25.52	
101016542004800			Street Fund - Repair & Mainten	\$25.53	
410016542403102			Storm Water - Operating Costs	\$25.53	
20646874			Wire and tray box	\$99.20	\$0.00
001010576803100			Parks - Operating Costs	\$33.07	
101016542003102			Street Fund Operating Costs	\$33.07	
410016542403102			Storm Water - Operating Costs	\$33.06	
34722	11-Feb-13	12450	PITNEY BOWES		\$112.17
9619164-JA13			Postage Machine rental	\$112.17	\$0.00
001013519904500			General Government-Equip Renta	\$112.17	
34723	11-Feb-13	1134	Pitney Bowes Inc.		\$125.30
322420			Ink Cartridge	\$125.30	\$0.00
001013519903100			General Government - Operating	\$125.30	
34724	11-Feb-13	13304	Purchase Power		\$350.00
01/13 01831977			Postage	\$350.00	\$0.00
001007558004200			Planning - Communication	\$20.96	
001013519904200			General Government - Communica	\$312.59	
101016542004200			Street Fund - Communications	\$8.22	
410016542404200			Storm Water - Communications	\$8.23	
34725	11-Feb-13	13398	Right! Systems, Inc		\$4,202.56
118985			Subscription Renewal for Barracuda	\$4,202.56	\$0.00

Detail Check Register

07-Feb-13

Lake Stevens

Check No	Check Date	VendorNo	Vendor	Check Amount	
510013519103101			License Renewal/Annual Maint	\$4,202.56	
34726	11-Feb-13	13784	Robinson Noble		\$1,031.86
13-086			Landslide Eval/E Lakeshore Dr	\$1,031.86	\$0.00
101016542004100			Street Fund - Professional Ser	\$1,031.86	
34727	11-Feb-13	13043	Sno Co Sheriff & Police Chiefs		\$35.00
2013			SCSPCA dues 2013	\$35.00	\$0.00
001008521004900			Law Enforcement - Miscellaneou	\$35.00	
34728	11-Feb-13	12346	SNOHOMISH COUNTY AUDITOR		\$38,639.88
I-VR-8 2012			2012 Voter Registration	\$38,639.88	\$0.00
001001511805101			Gen.Govent-Voter Registration	\$38,639.88	
34729	11-Feb-13	12363	SNOHOMISH COUNTY PLANNING		\$240.00
I000322321			Dec 2012 ILA hours	\$240.00	\$0.00
001007559004100			Building Department - Professi	\$240.00	
34730	11-Feb-13	1382	Snohomish County Public Works		\$18,365.87
I000322287			Q4 2012 Monitoring & Gaging	\$18,365.87	\$0.00
410016542405106			Storm Water - Aerator Monitori	\$18,365.87	
34731	11-Feb-13	12961	SNOHOMISH COUNTY PUD		\$1,578.10
103983577			Utilities - electric	\$32.93	\$0.00
001010576804700			Parks - Utilities	\$32.93	
117250298			Utilities - electric	\$166.62	\$0.00
410016542404700			Storm Water-Aerat. Utilities	\$166.62	
117252369			Utilities - electric	\$207.92	\$0.00
101016542630000			Street Fund - Street Lighting	\$207.92	
123885043			Utilities - electric	\$329.74	\$0.00
001010576804700			Parks - Utilities	\$109.91	
101016542004700			Street Fund - Utilities	\$109.92	
410016542404701			Storm Water Utilities	\$109.91	
127201646			Utilities - electric	\$59.04	\$0.00
001010576804700			Parks - Utilities	\$19.68	
101016542004700			Street Fund - Utilities	\$19.68	
410016542404701			Storm Water Utilities	\$19.68	
133814594			Utilities - electric	\$226.34	\$0.00

Detail Check Register

07-Feb-13

Lake Stevens

Check No	Check Date	VendorNo	Vendor	Check Amount	
101016542630000			Street Fund - Street Lighting	\$226.34	
140350931			Utilities - electric	\$110.02	\$0.00 \$110.02
101016542630000			Street Fund - Street Lighting	\$110.02	
143671053			Utilities - electric	\$445.49	\$0.00 \$445.49
001010576804700			Parks - Utilities	\$445.49	
34732	11-Feb-13	12961	SNOHOMISH COUNTY PUD		\$31.58
130515296			Utilities - electric	\$31.58	\$0.00 \$31.58
001008521004700			Law Enforcement - Utilities	\$31.58	
34733	11-Feb-13	1388	Snohomish County Treasurer		\$267.76
01/2013			Jan 2013 Crime Victims Comp	\$267.76	\$0.00 \$267.76
633008589000001			Crime Victims Compensation	\$267.76	
34734	11-Feb-13	1356	SNOPAC		\$26,195.76
5820			Dispatch Services	\$26,195.76	\$0.00 \$26,195.76
001008528005100			Law Enforcement - Snopac Dispa	\$26,195.76	
34735	11-Feb-13	1413	Springbrook Nursery		\$200.00
210127			Removing brush and debris from yar	\$200.00	\$0.00 \$200.00
410016542404800			Storm Water - Repairs & Maint.	\$200.00	
34736	11-Feb-13	13994	Strategies 360		\$1,500.00
772-8073			Hwy 9 Prof Services	\$1,500.00	\$0.00 \$1,500.00
001013511204101			Advisory Srvs - Lobbying	\$1,500.00	
34737	11-Feb-13	12579	SUMMIT LAW GROUP		\$76.50
60276			Arbitration services	\$76.50	\$0.00 \$76.50
101016542004100			Street Fund - Professional Ser	\$76.50	
34738	11-Feb-13	13891	Tacoma Screw Products Inc		\$300.51
18992507			Spill Kit Supplies	\$181.98	\$0.00 \$181.98
410016542404800			Storm Water - Repairs & Maint.	\$181.98	
30311311			Binder Chain	\$79.17	\$0.00 \$79.17
101016542004800			Street Fund - Repair & Mainten	\$79.17	
30311312			Particulate Respirator	\$23.59	\$0.00 \$23.59
101016542003102			Street Fund Operating Costs	\$23.59	

Detail Check Register

07-Feb-13

Lake Stevens

Check No	Check Date	VendorNo	Vendor		Check Amount
30314412			Hose clamps	\$15.77	\$15.77
101016542004800			Street Fund - Repair & Mainten	\$15.77	
34739	11-Feb-13	11787	Teamsters Local No. 763		\$563.00
01/2013			Union Dues	\$563.00	\$563.00
001000281000000			Payroll Liabilities	\$563.00	
34740	11-Feb-13	13985	Tetra Tech Inc		\$2,442.33
50642463			20th St Lift Station Prof Services	\$2,442.33	\$2,442.33
406080535204100			Sewer - Admin - Profession Srv	\$2,442.33	
34741	11-Feb-13	11788	United Way of Snohomish Co.		\$315.68
01/2013			Employee Contributions	\$315.68	\$315.68
001000281000000			Payroll Liabilities	\$315.68	
34742	11-Feb-13	13045	UPS		\$19.71
74Y42043			Evidence shipping	\$19.71	\$19.71
001008521004200			Law Enforcement - Communicatio	\$19.71	
34743	11-Feb-13	12158	VERIZON NORTHWEST		\$2,356.44
1158461740			Wireless Phone service	\$2,356.44	\$2,356.44
001003511104200			Executive - Communication	\$85.66	
001003513104200			Administration-Communications	\$85.66	
001003514104200			City Clerks-Communications	\$32.48	
001003516104200			Human Resources-Communications	\$55.64	
001003518104200			IT Dept-Communications	\$111.28	
001007558004200			Planning - Communication	\$148.16	
001008521004200			Law Enforcement - Communicatio	\$1,325.14	
001010576804200			Parks - Communication	\$170.81	
101016542004200			Street Fund - Communications	\$170.81	
410016542404200			Storm Water - Communications	\$170.80	
34744	11-Feb-13	12493	VERMEER NORTHWEST SALES INC.		\$550.39
S22908			Repair Vermeer wood chipper PW2	\$550.39	\$550.39
001010576804800			Parks - Repair & Maintenance	\$215.00	
101016542004800			Street Fund - Repair & Mainten	\$220.00	
410016542404800			Storm Water - Repairs & Maint.	\$115.39	
34745	11-Feb-13	1579	VILLAGE ACE HARDWARE		\$194.66
36692			Toilet repair kit	\$16.28	\$16.28
001013519904800			General Government - Repair/Ma	\$16.28	
36694			Spraypaint	\$19.50	\$19.50

Detail Check Register

07-Feb-13

Lake Stevens

Check No	Check Date	VendorNo	Vendor	Check Amount	
101016542003102			Street Fund Operating Costs	\$19.50	
36782			Tape Baricade - Caution	\$26.04	\$0.00 \$26.04
101016542003102			Street Fund Operating Costs	\$26.04	
36861			Keys and Spray Sealant	\$48.80	\$0.00 \$48.80
101016542004800			Street Fund - Repair & Mainten	\$48.80	
36870			Fasteners	\$59.08	\$0.00 \$59.08
001010576804800			Parks - Repair & Maintenance	\$59.08	
36898			Respirators	\$16.28	\$0.00 \$16.28
001008521003104			Law Enforcement-Operating Cost	\$16.28	
36908			Car wash soap	\$8.68	\$0.00 \$8.68
001008521004800			Law Enforcement - Repair & Mai	\$8.68	
34746	11-Feb-13	1584	WA Assoc. Of Sheriffs and Poli		\$320.00
2013-00118			2013 dues - Valvick	\$75.00	\$0.00 \$75.00
001008521004900			Law Enforcement - Miscellaneou	\$75.00	
2013-00289			2013 dues - Lorentzen	\$245.00	\$0.00 \$245.00
001008521004900			Law Enforcement - Miscellaneou	\$245.00	
34747	11-Feb-13	12194	WA Dept of Ecology		\$3,648.19
2013 - WAR045523			2013 Stormwater Permit pmt 2	\$3,648.19	\$0.00 \$3,648.19
410016542403130			Storm Water- DOE Annual Permit	\$3,648.19	
34748	11-Feb-13	13694	Washington State Treas Office		\$98.10
Q4.2012			Q3.2012 Forfeited Property	\$98.10	\$0.00 \$98.10
001008521005101			Law Enforcement - Drug Task Fo	\$98.10	
34749	11-Feb-13	12845	ZACHOR & THOMAS, INC. P.S.		\$7,524.56
613			Prosecutor services	\$7,524.56	\$0.00 \$7,524.56
001013515210000			Prosecutor fees	\$7,524.56	
Total Of Checks:					\$147,399.81



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

Monday, January 28, 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: Todd Welch, Suzanne Quigley, Kathy Holder, Kim Daughtry, Marcus Tageant, and John Spencer

COUNCILMEMBERS ABSENT: Neal Dooley

STAFF MEMBERS PRESENT: City Administrator Jan Berg, City Attorney Cheryl Beyer, Planning Director Becky Ableman, Finance Director Barb Lowe, Public Works Director Mick Monken, Human Resource Director Steve Edin, Interim Police Chief Dan Lorentzen, and City Clerk/Admin. Asst. Norma Scott

OTHERS: Tom Matlack

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

Guest Business. None

Consent Agenda. Councilmember Spencer moved for approval of Consent Agenda Items A-D (A. Approve January 2013 vouchers [Payroll Direct Deposits 906745-906798 for \$127,800.92; Payroll Checks 34643 for \$2,461.91; Electronic Funds Transfer 548-551 for \$3,456.21; Claims 34653-34687 for \$69,252.50; Tax Deposit 1.15.13 for \$52,215.93 for total vouchers approved of \$255,187.47]; B. Approve City Council regular meeting minutes of January 14, 2013; C. Authorize Interlocal Agreement for Furnishing Equipment Maintenance/Repair Service with Snohomish County; D. Authorize Prosecuting Attorney contract with Zachor & Thomas, Inc.), seconded by Councilmember Tageant; motion carried unanimously. (6-0-0-1)

Design Review Board appointments. Mayor Little reviewed the following appointments: reappointment of Matthew Kimball and Derek Olson; move Sammie Thurber from Planning Commission Alternate to Planning Commission Representative; add Pam Barnet as Planning Commission Alternate; remove Tom Matlack as Alternate on the Design Review Board since he is being considered for appointment to the Planning Commission this evening; and Mr. Matlack vacated Alternate position will be filled later.

MOTION: Councilmember Tageant moved to approve nominees as identified for the Design Review Board, seconded by Councilmember Spencer; motion carried unanimously. (6-0-0-1)

Planning Commission appointment. Mayor Little introduced Tom Matlack.

MOTION: Councilmember Spencer moved for approval of Tom Matlack for the Planning Commission, seconded by Councilmember Holder; motion carried unanimously. (6-0-0-1)

First reading of Ordinance No. 881, Title 10 Parks and Recreation amendments. Interim Police Chief Lorentzen fielded questions from the Council: Councilmember Holder – difficult to determine noise level from watercraft – Police Commander Lorentzen – using City of Kirkland’s code and they have no issues and the City has a certified sound meter; Councilmember Quigley - what is the penalty, such as for loud music - Interim Police Chief Lorentzen - is an infraction or could issue a warning; and Councilmember Quigley – questioned required boat direction – Interim Police Chief Lorentzen – it’s about safety having the boats travel one direction, realizing that’s very difficult for boaters.

Principal Planner Watkins noted a missing map that depicted the Cove area will be added as an exhibit. Councilmember Spencer asked how existing buoys are deal with. Mrs. Watkins responded they are always required to have a permit. The code is rewritten to meet state, city and Police requirements. Old buoys are grandfathered as long as they are the correct color. Councilmember Spencer asked where don’t feed the birds is located in the code and also need signage – staff will research. Principal Planner Watkins noted the double parenthesis on Page 53 of the agenda will be removed.

MOTION: Councilmember Spencer moved to accept first reading of Ordinance No. 881, seconded by Councilmember Holder; motion carried unanimously. (6-0-0-1)

Authorize Capital expenditure for the Police Department facility. Public Works Director Monken reported the storage facility needs work for safety and security of the property. The \$12,000 expenditure is from the drug seizure fund; a budget amendment will follow once this expenditure is approved.

MOTION: Councilmember Tageant moved to authorize capital expenditure to perform facility improvements to the Police Evidence Facility in the amount of \$12,000, seconded by Councilmember Spencer; motion carried unanimously. (6-0-0-1)

Approve Phosphorus Plan. Public Works Director Monken noted the following four updates: Graphs B & C were added to provide historical and current information on sources of Phosphorus loading, in the “Reduce External Loading” table the State regulations on use and sale of phosphorus was changed, and Exhibit B cost project has been updated to separate the existing operating and capital forecast budget/forecast. The following is the recommendation: alum treatment; education, regulations and annual monitoring in lake to reduce the external loading, make determination whether to phase out or reactivate the aerator after 2018, and monitor and review to determine success of actions and revise as needed. If this plan is approved by Council, the next steps are: staff will coordinate with Snohomish County on amending the exiting aerator interlocal to include the alum treatment, amend the budget, and then go out for a Request for Proposals (RFP) in late winter or early spring.

Councilmember Quigley asked about the budget for external loading costs. Public Works Director Monken responded street sweeping and education through a DOE grant Will work with the Conservation Corps, Snohomish County and DOE, but the details have not been worked out at this time, which is a small budget item. Councilmember Quigley requested seeing it in the budget and plan. Public Works Director Monken responded he will provide in two weeks.

MOTION: Councilmember Spencer moved for approval of Phosphorous Management Plan for the City for implementation of alum treatment in 2013 provided we see a corresponding funding for external loading plan for education, seconded by Councilmember Welch; motion carried unanimously. (6-0-0-1)

Emergency declaration for landslide on East Lakeshore Drive. Public Works Director Monken reported a landslide occurred in the 1200 block caused by a broken waterline, which blocked the road. Emergency work was completed, which does not require the City to go out to bids. The City hired a company that was already working near the site. The property manager was located; the property manager identified that it was their fault. The City will recover staff costs. Under state requirements the City, within 14 days, must declare an emergency, which is being accomplished through the Resolution (2013-2) this evening.

MOTION: Councilmember Daughtry moved for Resolution 2013-2 to work on the landslide, seconded by Councilmember Spencer; motion carried unanimously. (6-0-0-1)

Award of contract for the 20th Street NE pedestrian connection. Public Works Director Monken noted the scope of this project is to fill in missing sections of the exiting sidewalk to provide a contiguous sidewalk along the entire south side of 20th Street NE from Main Street to the Centennial Trail. Cascade Surveying and Engineering was selected. The cost is \$28,000 plus a \$2,000 management reserve. Surveying is to begin in February with construction during the summer when school is not in session.

MOTION: Councilmember Daughtry moved to approve award for the survey design on 20th Street NE connectivity, seconded by Councilmember Welch; motion carried unanimously. (6-0-0-1)

Shoreline Master Program (SMP) update. Planning Director Ableman noted the City received a Conditional Approval Letter from Department of Ecology (DOE). DOE provided required and suggested changes to the SMP. Staff prepared a letter requesting an extension to Ecology's 30-day response requirement to the Conditional Approval Letter. By extending to April 30, 2013 will allow Council discussion and public process before developing a response to DOE. Councilmember Tageant would like a citizen committee process. Planning Director Ableman will set up a meeting with the citizens committee and other interested parties early next month.

2012 Buildable Lands report. Mayor Little requested Councilmember Spencer attend the Snohomish County Tomorrow (SCT) meeting on February 27 at 6:00 p.m. since he is unable to attend.

Planning Director Ableman reported every County that is planning under GMA buildable lands must accommodate the growth. Ms. Ableman reviewed the comparison chart which describes the Lake Stevens UGA land capacity as adequate to meet the allocated 2025 growth targets.

2035 Growth Target Allocation. Planning Director Ableman noted that employment and population determine where you are in the tier for growth allocation – Metropolitan City (Everett) Core City (Bothell, Lynnwood), Large City (Arlington, Lake Stevens, etc), Small City (Darrington), etc. The City is trying to get as much of the job growth as we can.

Lake Stevens City Council Regular Meeting Minutes

January 28, 2013

Council Person's Business: Councilmembers reported on the following meetings: Spencer – Health District – Mayor Little will meet with Councilmember Spencer and Health District; and Daughtry – SCT had elections and the Chamber is officially open for business at Lundeen Park.

Mayor's Business: Mayor Little met with North County Mayors where they discussed New World software and Highway 9 corridor.

Staff Reports: Staff reported on the following: City Administrator Berg – will be meeting with Washington Association of Sheriff and Police Chiefs on recruitment; Planning Director Ableman – distributed Centennial Trail Maps, Tenelco/Evergreen Sanitation update and the next step is the SEPA determination, staff will attend training by Puget Sound Clear Air Agency to implement the Interlocal Agreement, and discussed zoning options of the commercial area (in reference to Guy Mahan property); Public Works Director Monken – 20th street strategy (meeting with PUD on underground/overhead wiring issues) and will be going to Olympia for the SR9 corridor; and Interim Police Chief Lorentzen – LEMAP (executives from different Police agencies) will be reviewing Police Department policies and procedures.

Adjourn. Councilmember Spencer moved to adjourn at 8:25 p.m., seconded by Councilmember Welch; motion carried unanimously. (6-0-0-1)

Vern Little, Mayor

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



LAKE STEVENS CITY COUNCIL
STAFF REPORT

Council Agenda Date: February 11, 2013

Subject: LSMC Title 10/Parks & Recreation – Ord. No. 881 Second Reading

Contact Person/Department: Interim Chief Dan Lorentzen & Principal Planner Karen Watkins **Budget Impact:** Unknown

RECOMMENDATION(S)/ACTION REQUESTED OF COUNCIL: Adopt Second Reading of Ordinance No. 881, which includes recommended changes from First Reading on January 28, 2013.

SUMMARY/BACKGROUND: The City Council discussed the proposed amendments to Title 10 during the First Reading on January 28. Staff pointed out that a map showing the cove area was missing and would be added. In addition, one section was shown to be deleted with double parentheses; however, the strikethrough was missing (LSMC 10.16.020). These have been corrected. In addition, Council had the following comments:

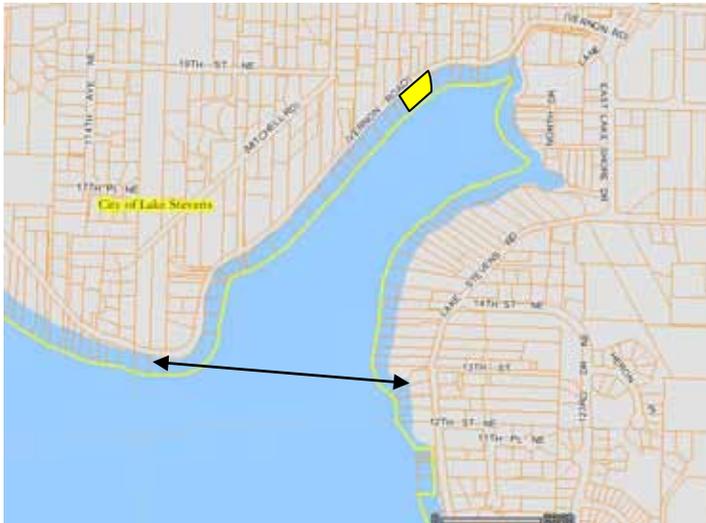
- Add swim beach area to cove area map.
- What are the infractions for nuisance noises?
- Can we add a code section on feeding waterfowl?

Staff has modified the ordinance (attached) and highlighted in blue the changes in the ordinance and addressed Council's comments. Each change is described below:

- The following change was made based on comments from Council and staff.

14.04.040 Definitions

“Cove” means that area of Lake Stevens set forth in the figure below including swim beach on northern shore:(attached Exhibit A.)



- The following change was made based on comments from resident Carl Johnson and original discussions by the Police Department.

10.16.020 Boat direction.

~~((It shall be unlawful to operate any motor driven vessel or personal watercraft on the Lake cove area))~~ **Any motor driven vessel or personal watercraft on the lake shall operate in a counter clockwise direction.** No person may water ski or tow a water skier except in a counter clockwise direction.

- Based on Council’s questions about the infraction for noise violations, the following section is added. This is consistent with violation and penalty subsections from Title 5 Animal Regulations, which was updated to State regulations in 2005.

10.20.145 Public Nuisance Noises Emanating from Watercraft.

(d) Violation and Penalty.

- (1) Failure to comply with any provision of this chapter or violation of any provision of this chapter is a civil infraction for first and second offenses occurring within a 365 day period. For the first and second offense the fee for such violation shall be set equivalent to the Basic Rule violation as set forth in the Justice Information System (JIS) Law Table as published by the Administrative Office of the Courts.
- (2) Third or subsequent offenses of this chapter within a 365 day period shall either be a misdemeanor subject to a jail term of not more than 90 days, a fine of not more than \$1,000.00, or both such fine and imprisonment or
- (3) Failure to comply with any provision of this chapter may also be subject to enforcement pursuant to Title 17 of the Lake Stevens Municipal Code.

- Council asked about adding language about not feeding waterfowl. The Municipal Code already has two sections related to this issue in Title 5 Animal Regulations and Title 10 Parks and Recreation:

5.20.095 Disturbing Animals.

It is unlawful in any manner to tease, annoy, disturb, molest, catch, injure or kill, or to throw any stone or missile of any kind, or strike with any stick or weapon, any bird, animal, fowl or fish, or **to feed any fowl except at areas designated by the Park Board in any park.**

10.03.110 Teasing, Annoying, or Injuring Animals Prohibited.

No person shall tease, annoy, disturb, molest, catch, injure, kill, or throw any stone or missile of any kind at or strike with any stick or weapon any animal, bird, or fowl. No person shall fish on the park properties except at areas designated by the Director and posted as such. **No person shall feed any fowl or other wildlife in the park except in designated areas.**

Staff will provide a verbal update regarding existing signs for feeding waterfowl at the meeting.

APPLICABLE CITY POLICIES: N/A

BUDGET IMPACT: N/A

ATTACHMENT: Ordinance No. 881 (updated)

CITY OF LAKE STEVENS
LAKE STEVENS WASHINGTON

ORDINANCE NO. 881

AN ORDINANCE OF THE CITY OF LAKE STEVENS AMENDING PORTIONS OF TITLE 10 ENTITLED "PARKS AND RECREATION" INCLUDING AMENDING SECTION 10.03.100 ENTITLED "FIREARMS AND EXPLOSIVES, AMENDING CHAPTER 10.04 ENTITLED "GENERAL PROVISIONS", AMENDING CHAPTER 10.08 ENTITLED "ACCIDENTS AND ENFORCEMENT", AMENDING CHAPTER 10.12 ENTITLED "RESTRICTED AREAS AND OBSTRUCTIONS", AMENDING CHAPTER 10.16 ENTITLED "SWIMMING, DIVING AND WATERSKIING", ADDING A NEW SECTION 10.20.145 ENTITLED "PUBLIC NUISANCE NOISES EMANATING FROM WATERCRAFT", AND AMENDING SECTION 10.36.010 ENTITLED "SPECIAL REGULATIONS ESTABLISHED" PROVIDING FOR SEVERABILITY AND AN EFFECTIVE DATE.

WHEREAS, the City desires to update portions of Title 10 due to amendments in State regulation of recreational vehicles; and

WHEREAS, the City wanted to update some chapters to provide more specific descriptions of requirements; and

WHEREAS, the City is updating the Shoreline Master Program, which requires amendments to buoy regulations for consistency between the land use regulations and the SMP; and

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

Section 1. Lake Stevens Municipal Code (LSMC) Section 10.03.100 entitled "Firearms and Explosives" is hereby amended to read as follows:

10.03.100 Firearms and Explosives.

No person shall shoot, fire, or explode any fireworks, firecrackers, torpedoes, or explosives of any kind or throw any projectiles, ~~((or carry any firearm,))~~ or shoot or fire any firearm, air gun, bow and arrow, BB gun, or use any slingshot on any park properties except a law enforcement officer in the line of duty. The Director may issue a permit for the purpose of conducting a public fireworks display under RCW [70.77.260](#). The permit must meet the requirements of Section [9.64.030](#), Public Display of Fireworks.

Section 2. Lake Stevens Municipal Code (LSMC) Chapter 10.04 entitled "GENERAL PROVISIONS" is hereby amended to read as follows:

**Chapter 10.04
GENERAL PROVISIONS**

Sections:

- [10.04.010](#) Short title
- [10.04.020](#) Authorization - Waters defined
- [10.04.030](#) Application - Provisions supplemental

- [10.04.040](#) Definitions
- [10.04.050](#) Public employees - Compliance required
- [10.04.060](#) Application of water safety and watercraft code - Exemptions
- [10.04.070](#) Public health
- [10.04.080](#) Liability for damages
- [10.04.090](#) Adoption of Statutes by Reference

10.04.010 Short Title.

This title shall constitute the "Water Safety and Watercraft" code of the City and may be cited as such.

10.04.020 Authorization - Waters defined.

(a)~~(A-)~~ The City, in the exercise of its police power, assumes control and jurisdiction over all waters within its limits.

(b)~~(B-)~~ As authorized by RCW [35A.21.090](#), the powers and jurisdiction of the City with boundaries adjacent to or front on any lake, or other navigable waters, shall extend into and over such waters and over any tidelands intervening between any such boundary and any such waters to the middle of such lake or other waters in every manner and for every purpose that such powers and jurisdiction could be exercised if the waters were within the City limits.

10.04.030 Application - Provisions supplemental.

The provisions of this title shall be applicable to all vessels and watercraft operating in the waters of the City. The provisions of this title shall be construed to supplement United States laws and state laws and regulations when not expressly inconsistent therewith in the waters where such United States and state laws and regulations are applicable.

10.04.040 Definitions.

For the purpose of this title:

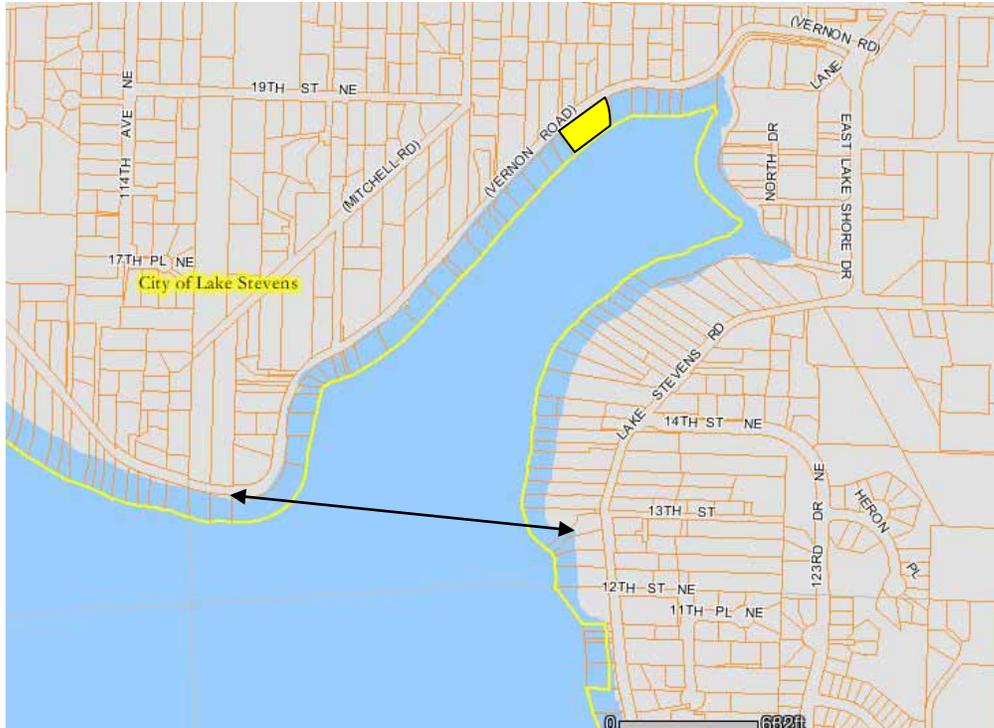
"Anchorage" means a designated position where vessels or watercraft may anchor or moor.

"Aquatic Event" means any organized water event of limited duration which is duly sanctioned at least seven (7) days in advance by duly constituted authority and which is conducted according to a prearranged schedule and in which general public interest is manifested.

"Authorized emergency vessel" means any authorized vessel or watercraft of the Lake Stevens Police Department, Snohomish County Sheriff's Department, [Lake Stevens Fire](#)~~(Snohomish County Fire Protection District No. 8)~~, the United States government, and state and authorized patrol vessels, fire rescue boats or watercraft.

"Commission" means the State Parks and Recreation Commission.

"Cove" means that area of Lake Stevens set forth in the [figure below including swim beach on northern shore:](#)~~(attached Exhibit A.)~~



“Darkness” means that period between sunset and sunrise.

“Diver’s flag” means a red flag, five (5) units of measurement on the hoist by five (5) units of measurement on the fly with a white stripe of one (1) unit crossing the red diagonally, the flag to have a stiffener to make it stand out from a pole or mast. This flag shall only pertain to skydiving and SCUBA (Self-contained underwater breathing apparatus) diving and shall supplement any nationally recognized diver’s flag or marking. A unit of measurement shall not be less than two (2) inches.

“Idling Speed” means that speed of any motorboat while underway when its propulsion machinery is set at the machine’s lowest possible speed.

“Motor driven boats and vessels” means all boats and vessels which are self propelled.

“Muffler” or “muffler system” means a sound suppression device or system, including an underwater exhaust system, designed and installed to abate the sound of exhaust gases emitted from an internal combustion engine and that prevents excessive or unusual noise.

“Observer” means the individual riding in a vessel who is responsible for observing a water skier at all times.

“Obstruction” means any vessel or watercraft or any matter which may in any way blockade, interfere with or endanger any vessel or watercraft or impede navigation.

“Oil” means any oil or liquid, whether of animal, vegetable, mineral or chemical origin, or a mixture, compound or distillation thereof.

“Operate” means to steer, direct, or otherwise have physical control of a vessel that is underway.

“Operator” means an individual who steers, directs, or otherwise has physical control of a vessel that is underway or exercises actual authority to control the person at the helm.

“Owner” means a person who has a lawful right to possession of a vessel by purchase, exchange, gift, lease, inheritance, or legal action whether or not the vessel is subject to a security interest.

“Personal flotation device” means a buoyancy device, life preserver, buoyant vest, ring buoy, or buoy cushion that is designed to float a person in the water and that is approved by the commission.

“Personal watercraft” means a vessel of less than sixteen feet that uses a motor powering a water jet pump, as its primary source of motive power and that is designed to be operated by a person sitting, standing, or kneeling on, or being towed behind the vessel, rather than in the conventional manner of sitting or standing inside the vessel.

“Pier” means any pier, wharf, dock, flat, grid-iron or other structure which promotes the convenient loading or unloading or other discharge from vessels or watercraft, or the repair thereof.

“Reckless” or “recklessly” means acting carelessly and heedlessly in a willful and wanton disregard of the rights, safety, or property of another.

“Restricted area” means an area that is closed to all water traffic or where water traffic is regulated for the health, safety and welfare of the public.

“Towboat” means any vessel or watercraft engaged in towing or pushing another vessel or watercraft.

“Underway” means that a vessel is not at anchor, or made fast to the shore, or aground.

“Vessel” includes every description of watercraft on the water, other than a seaplane, used or capable of being used as a means of transportation on the water. However, it does not include inner tubes, air mattresses, and small rafts or flotation devices or toys customarily used by swimmers. (Ord. 453, 1994)

“Wake” means more than a six (6) inch swell in the water created by the movement of any watercraft. (Ord. 543, 1997)

“Water Skiing” means the physical act of being towed behind a vessel on, but not limited to, any skis, aquaplane, kneeboard, tube, or any other similar device.

10.04.050 Public employees - Compliance required.

The provisions of this title shall apply to the operator of any vessel or watercraft owned by or used in the service of the United States government or of this state, or of any political subdivision thereof.

10.04.060 Application of Water Safety and Watercraft Code - Exemptions.

The provisions of this title shall be applicable to the operation of any and all vessels or watercraft in the waters of the City, except that they shall not apply to any authorized emergency vessel or watercraft actually responding to an emergency call or in immediate pursuit of an actual or suspected violator of the law; provided, that the provisions of this section shall not relieve the operator of an authorized emergency vessel or watercraft of the duty to operate with due regard for the safety of all persons using the waters of the City.

10.04.070 Public health.

All watercraft and vessels entering the waters of the City shall comply with the applicable public health laws and regulations of the United States, the state, and its political subdivisions.

10.04.080 Liability for damages.

Nothing in this title shall be construed so as to release any person owning or controlling any vessel, watercraft, pier, obstruction or other structure from any liability for damages. The safeguards to life and property required in this title shall not be construed as relieving any person from installing and maintaining any other safeguards which may be required by law.

10.04.090 Adoption of Statutes by Reference.

The City of Lake Stevens hereby adopts and incorporates by references the following sections of the Revised Code of Washington as presently enacted and as may be subsequently amended:

RCW <u>88.((08.023))02.550</u>	<u>Registration and display of registration number and decal required – Penalty – Exemptions</u> ((Vessel seal display))
RCW <u>88.((08.030))02.790</u>	<u>Vessel dealer display decals – Use</u> ((Exemption from vessel registration))
RCW <u>((88.12.015))79A.60.020</u>	Violations of chapter punishable as misdemeanor-- Circumstances--Violations designated as civil infractions
RCW <u>((88.12.020))79A.60.030</u>	Operation of vessel in a negligent manner--Penalty
RCW <u>((88.12.025))79A.60.040</u>	Operation of vessel in a reckless manner--Penalty
RCW <u>((88.12.035))79A.60.080</u>	Failure to stop for law enforcement officer
RCW <u>((88.12.055))79A.60.100</u>	Enforcement--Chapter to supplement federal law
RCW <u>((88.12.065))79A.60.110</u>	Equipment standards--Rules--Penalty
RCW <u>((88.12.075))79A.60.120</u>	Tampering with vessel lights or signals--Exhibiting false lights or signal--Penalty
RCW <u>((88.12.085))79A.60.130</u>	Muffler or underwater exhaust system required-- Exemptions--Enforcement--Penalty
RCW <u>((88.12.095))79A.60.140</u>	Personal flotation devices--Inspection and approval--

Rules

RCW ((88.12.105))79A.60.150	Failure of vessel to contain required equipment-- Liability of operation or owner--Penalty
RCW ((88.12.115))79A.60.160	Personal flotation devices required--Penalty
RCW ((88.12.125))79A.60.170	Water skiing safety--Requirements
RCW ((88.12.135))79A.60.180	Loading or powering vessel beyond safe operating ability--Penalties
RCW ((88.12.145))79A.60.190	Operation of personal watercraft--Prohibited activities-- Penalties
RCW ((88.12.155))79A.60.200	Duty of operator involved in collision, accident, or other casualty--Immunity from liability of persons rendering assistance--Penalty
RCW ((88.12.165))79A.60.210	Casualty and accident reports--Confidentiality--Use as evidence
RCW ((88.12.175))79A.60.220	Boating accident reports by local government agencies-- Investigation--Report of coroner
RCW ((88.12.185))79A.60.230	Vessels adrift--Owner to be notified
RCW ((88.12.285))79A.60.500	Uniform waterway marking system

Section 3. Lake Stevens Municipal Code (LSMC) Chapter 10.08 entitled "ACCIDENTS AND ENFORCEMENT" is hereby amended to read as follows:

**Chapter 10.08
ACCIDENTS AND ENFORCEMENT**

Sections:

- [10.08.010](#) Accident - Reports
- [10.08.020](#) (~~(Reports confidential—Inadmissible as evidence)~~)~~Repealed~~
- [10.08.030](#) Filing false information and concealment of pertinent facts
- [10.08.040](#) Duties of Lake Stevens police department
- [10.08.050](#) Aiding and abetting violation
- [10.08.060](#) Violation - Penalty

10.08.010 Accident - Reports.

~~(a)~~~~(A-)~~ Initial Accident Report. In the event of any boating accident in City waters which results in the death of any person, the disappearance of any person, ~~((or))~~ injury to any person which requires medical treatment beyond first aid, damage to vessels and other property totaling two thousand dollars (\$2,000.00) or more, or if the vessel is a complete loss, the master, owner or operator of any involved vessel shall immediately report the same to the Lake Stevens ~~P((p))~~olice ~~D((d))~~epartment.

~~(b)~~~~(B-)~~ Written Accident Report. In addition to subsection A of this section, ~~((above,))~~ the master, owner or operator of any involved vessel shall file a written

Washington State Boating Accident Report within forty-eight (48) hours of any accident except for an accident involving death of a person, personal injury requiring medical attention beyond first aid, or disappearance of a person under circumstances that indicate death or injury from a vessel then within twenty-four (24) hours of the accident. ((-or property damage in excess of two hundred dollars (\$200.00)))

(c) Written Accident Report for All Other Accidents. For accidents not meeting the requirements in subsection B above, the master, owner or operator of any involved vessel shall file a written Washington State Boating Accident Report with the Lake Stevens Police Department within ten (10) days of the occurrence or death for all other boating accidents.

10.08.020 Repealed. ((Reports confidential—Inadmissible as evidence.

~~All required accident reports, supplemental reports and copies thereof shall be without prejudice to the individual so reporting and shall be for the confidential use of the Lake Stevens Police Department, City Attorney or other peace and enforcement officer as provided in this title, except that any such officer may disclose the identity of a person reported as involved in an accident when such identity is not otherwise known or when such person denies his presence at such accident. No State Boating Accident Report form or copy thereof shall be used as evidence in any trial, civil or criminal, arising out of an accident, except that any officer above named receiving accident reports shall furnish, upon demand of any person who has, or who claims to have, made such a report, or, upon demand of any court, a certificate showing that a specified accident report has or has not been made to the Lake Stevens police department, solely to prove a compliance or a failure to comply with the requirement that such a report be made in the manner required by law.))~~

10.08.030 Filing false information and concealment of pertinent facts.

It is a violation of this title for any master, owner, operator or other occupants of any vessel or watercraft involved in a reportable accident under the provisions of this title or involved in any violation of this title to willfully and knowingly file false information with and/or conceal pertinent facts to the accident or violation from the persons duly authorized to investigate the accident or violation. This section shall constitute a separate violation and shall not preclude prosecution for the original violation or accident.

10.08.040 Duties of Lake Stevens Police Department.

The duties of the Lake Stevens police department and such agencies or persons the City may contract with to enforce the provisions of this title shall be as follows:

(a)((A-)) To enforce the ordinances and regulations of the City upon the waters adjacent thereto;

(b)((B-)) To maintain patrols in the waters of the City for the protection of life and property including but not limited to the removal and disposition of drifting debris and nuisances from the waters of the City;

(c)((C-)) To investigate and report upon accidents in City waters;

(d)~~((D-))~~ To perform all necessary functions in connection with search and rescue in City waters;

(e)~~((E-))~~ To cooperate with the authorities of the United States, the state and its political subdivisions in the enforcement of the laws and regulations of the United States, the state and its political subdivisions;

(f)~~((F-))~~ To designate, indicate the location of, and to patrol anchorage locations for vessels within areas set forth by the ordinances of the City.

10.08.050 Aiding and abetting violation.

It is unlawful to counsel, aid or abet the violation of, or failure to comply with, any of the provisions of this title.

10.08.060 Violation - Penalty.

Any person who violates or fails to comply with any provisions of this title shall be guilty of a misdemeanor unless otherwise stated herein.

Section 4. Lake Stevens Municipal Code (LSMC) Chapter 10.12 entitled "RESTRICTED AREAS AND OBSTRUCTIONS" is hereby amended to read as follows:

**Chapter 10.12
RESTRICTED AREAS AND OBSTRUCTIONS**

Sections:

[10.12.010](#) Restricted areas and markings

[10.12.020](#) Obstructions - Moving of same

10.12.010 Restricted areas and markings.

(a)~~((A-))~~ In the interests of safe navigation, life safety and the protection of property, the Chief of the Lake Stevens Police Department shall designate vessel restricted areas up to one hundred (100) feet away from any public swimming area. Provided, that this section shall not apply to patrol or rescue craft or in the case of an emergency.

(b)~~((B-))~~ The Chief of Police shall be authorized to install buoys, designed in compliance with the State Uniform Waterway Marking System, in such locations on the waters of the City as the City Council may designate from time to time. Such buoys shall establish the boundaries of speed control area, swimmers only, or swimmer restricted areas; vessel-type restricted area; or other water and restriction zones within the waters of the City. Such boundaries shall become effective when the buoys, as designated, are installed.

10.12.020 Obstructions - Moving of same.

(a)~~((A-))~~ No master or person having charge of any vessel, watercraft or obstruction shall anchor the same fast to any buoy, pier or other structure owned by or under the authority and control of the City without first obtaining written permission ~~((therefor))~~ from the Police Chief.

~~(b)(B-)~~ The Chief of Police or any duly authorized officer of the department shall have the power to cause the removal of any:

- (1) Vessel, watercraft or obstruction made fast to any buoy, pier or other structure owned by or under the authority and control of the City;
- (2) Vessel, watercraft or obstruction lying at any pier in City waters, which is obstructing any slip or other vessel or watercraft.

~~(c)(C-)~~ No person shall fail to remove or refuse to remove any vessel, watercraft or obstruction after being requested to do so by any police officer.

Section 5. Lake Stevens Municipal Code (LSMC) Chapter 10.16 entitled "SWIMMING, DIVING AND WATERSKIING" is hereby amended to read as follows:

Chapter 10.16 SWIMMING, DIVING AND WATERSKIING

Sections:

- [10.16.010](#) Water skier speed and operation regulations
- [10.16.015](#) Towing skiers
- [10.16.020](#) Boat direction
- [10.16.030](#) Restrictions on hours of operation of vessels
- [10.16.040](#) Water users - Swimmers
- [10.16.050](#) Water users - Divers
- [10.16.060](#) ~~((Swimming and diving prohibited areas))~~ Repealed
- [10.16.070](#) Private buoys or marker
- [10.16.080](#) Penalties

10.16.010 Water skier speed and operation regulations.

Due to the speed required for efficient planning action and the large area of the ~~((L))~~lake ~~((Stevens cove area))~~required for maneuvering of vessels and person being towed and the substantial interference with other water users, or danger of impact and wake damage presented to other water users and health hazards, the operation of vessels for towing water skiers and water-skiing is allowed only during daylight hours. The City Council may enact additional restrictions which may restrict days of week, hours and manner of operation in which such activity is permitted.

Unless conditions of the water, traffic congestion, weather, ~~((size and configuration of the Lake cove area,))~~freedom from obstruction or view, or other circumstances demand greater distance, it shall be unlawful for any persons to water-ski:

~~(a)(A-)~~ Within one hundred feet of any swimmer, bather, skin and/or scuba diver's flag or artificially illuminated marker buoy, other vessel except the vessel towing said water skier, floating objects except water-ski jumps and water-ski slalom marker buoys, or other water skiers except those water skiers being towed by the same vessel;

~~(b)(B-)~~ ~~((In the water area of the Lake cove area b))~~Between the shoreline and a safety buoy and/or safety buoy line except that for the purpose of launching and

returning and only for such purpose any water skier may approach within one hundred feet of any shoreline, float or wharf ~~((or in the water area of the Lake cove area between the shoreline and a safety buoy and/or safety buoy line))~~, provided:

(1)~~((-))~~ While moving outward from any shoreline, float or wharf, said water skier shall leave the shoreline at an angle of not less than forty-five (45) degrees nor more than sixty (60) degrees with the shoreline on the right-hand side of the water skier,

(2)~~((-))~~ While moving inward toward the shoreline, said water skier shall approach the shoreline at an angle of not less than forty-five (45) degrees nor more than sixty (60) degrees with the shoreline on the right-hand side of the water skier,

(3)~~((-))~~ That no launching skiers or returning skiers shall be allowed from a dock or shoreline without the owner's permission,

(4)~~((-))~~ That no launching skiers or returning skiers shall be allowed within 100 feet of a designated swimming area or swimmer or wader.

10.16.015 Towing skiers.

If towing a person on water skis or other devices, the vessel must be rated to carry at least the number of persons on board plus those being towed. You may not exceed the vessel's safe carrying capacity.

10.16.020 Boat direction.

~~((It shall be unlawful to operate any motor driven vessel or personal watercraft on the Lake cove area))~~ Any motor driven vessel or personal watercraft on the lake shall operate in a counter clockwise direction. No person may water ski or tow a water skier except in a counter clockwise direction.

10.16.030 Restrictions on hours of operation of vessels.

(a) Except as allowed in subsection (b), it shall be unlawful to operate any motor driven vessel or personal watercraft in excess of eight (8) miles per hour, or such speed as to create a wake, whichever is less, within the cove area of Lake Stevens after one o'clock p.m. local time.

(b) The following shall be exempt from the prohibitions of Subsection (a):

(1) Vessels used in conjunction with a special event for which a special event permit has been issued and which specifically allows faster speeds.

(2) Emergency response vessels.

10.16.040 Water users - Swimmers.

(a) No person shall swim or float in a swimming prohibited area, provided that any water skier who falls or otherwise ceases to be towed shall be accompanied by the towing vessel as soon as is reasonably possible after the fall or cessation of towing.

(b) Where water skiing is permitted, the swimming-restricted area is any area more than one hundred (100) feet out into the Lake from any shoreline when the operation of such water-skiing is authorized.

(c) Where waterskiing is permitted, swimming is permitted at distances greater than 100 feet from the shoreline if the swimmer is accompanied by and within 50 feet of said vessel and a skier-down flag is displayed on the vessel.

10.16.050 Water users - Divers.

All persons engaging in diving shall mark the water areas where such operations are being conducted. Where such operations are being conducted during daylight hours, the water areas shall be marked with one or more diver's flags. Where such operations are conducted during the hours of darkness, the water area shall be marked with one or more artificially illuminated marker buoys of sufficient size and illumination to be visible at a distance of not less than one hundred (100) yards. No person shall display such markers except during the time and in the water areas where diving operations are actually being conducted.

10.16.060 ~~Repealed. ((Swimming and diving prohibited areas.~~

~~No person shall swim or dive in any area marked as an entrance to a water-ski area; provided, this prohibition shall not apply to a water skier unable to ski who is seeking safety.))~~

10.16.070 Private buoys or markers.

(a) It shall be unlawful for any person or non-governmental agency to place, maintain or allow any buoy or marker in the ~~((L))~~lake cove area which does not meet the requirement of the Uniform ~~((State))~~Waterway ~~((M))~~Marking System (Chapter 352-66 WAC) ~~((unless))~~and said buoy or marker is approved both under a current and valid Aquatic Lands Use Permit issued by the Department of Natural Resources with authorization number to place on buoy; valid Hydraulic Permit Approval (HPA), or exemption from an HPA, issued by the Department of Fish and Wildlife after submittal of a Joint Aquatic Resource Permit Application (JARPA); and a Private Buoy or Marker Permit~~((an annual permit))~~ issued by the City of Lake Stevens. The City permit shall be renewed annually.

(b) Water skiing activities which require the placement of buoys, jumps or floats will only be allowed when such fixtures are placed and maintained in accordance both with a valid and current Aquatic Lands Use Permit or lease where such permits or leases are required by the Washington State Department of Natural Resources; valid and current HPA, or exemption, issued by the Department of Fish and Wildlife; and a Private Buoy or Marker Permit ~~((permit))~~ issued by the City of Lake Stevens. The City of Lake Stevens shall have no responsibility to establish or maintain such buoys, jumps or floats for water skiing activities.

(c) Up to two private mooring buoys placed within the envelope of a new or existing permitted dock and consistent with the Shoreline Master Program, Uniform Waterway Marking System (Chapter 352-66 WAC) and RCW 79.105.430 for mooring buoys on state-owned aquatic lands shall be considered an accessory use of the dock and do not

require a separate Private Buoy or Marker Permit, nor a Department of Natural Resources license or lease agreement. However, the Department of Fish and Wildlife shall be contacted by the dock owner to determine if an HPA is required for placement and use of the mooring buoys.

(d) Residential property owners on Lake Stevens with no dock may place a recreational mooring buoy as near to the shore of residence as practical in at least 7 feet of water and at least ten feet from the property lines extended into the lake consistent with the Shoreline Master Program, Uniform Waterway Marking System (Chapter 352-66 WAC) and RCW 79.105.430. A second buoy to help secure moorage to the first buoy is allowed. A separate Private Buoy or Marker Permit is required from the City. The buoys are also required to be authorized by the Washington State Department of Natural Resources and the authorization number placed on the buoy.

(e) Use of temporary buoys, markers, jumps or floats for activities associated with a special event requiring a Special Event Permit from the City, do not require a separate Private Buoy or Marker Permit. However, the Event Sponsor shall contact the Department of Fish and Wildlife early in the review process to determine if an HPA is required for placement and use of the temporary facilities.

(f) The Planning Director in consultation with the Chief of Police is hereby authorized to issue permits for private buoys or markers. The permit fee and annual fee((s)) for such buoys or markers shall be set by the City Council by resolution. In deciding whether or not to issue such a permit the Planning Director and Chief of Police shall consider the purpose and the location of the proposed buoys or markers, the proximity of the proposed buoys or markers to the shoreline, adjacent property, other buoys and markers, traffic congestion in the cove, hazards to navigation, regulations in the Shoreline Master Program, and any other issue bearing on public safety and health. A denial of a permit application shall be done in writing setting forth the factors which the Planning Director and Chief of Police considered and the reasons for the denial.

(g) In the event that the Planning Director and Chief of Police deny((ies)) an application or refuse((s)) to renew a prior application, the proponent can appeal the decision to the City Council by filing a Notice of Appeal with the City Clerk within fifteen (15) days of the written decision denying the permit. In considering the appeal the City Council shall consider whether the Planning Director or Chief of Police abused his or her discretion in denying the permit application.

(h) When found to be in violation of this chapter, no person shall fail to remove or refuse to remove any obstruction or buoy after being requested to do so by any police officer or code enforcement officer.

10.16.080 Penalties.

A violation of any section of this Chapter shall be an infraction punishable by a fine of up to \$250.00 per violation. Provided, however, that any person who commits two infractions of this Chapter within a one-year period shall upon the commission of the third identical offense within the one-year period be guilty of a misdemeanor and shall be prosecuted for such.

Section 6. Lake Stevens Municipal Code (LSMC) Chapter 10.20 entitled "OPERATION OF WATERCRAFT" is hereby amended by adding a new section 10.20.145 entitled "Public Nuisance Noises Emanating from Watercraft" to read as follows:

10.20.145 Public Nuisance Noises Emanating from Watercraft.

(a) Watercraft noise. The use or operation of any audio system such as radio, tape player, disc player, portable media players, docking stations, or any other electronic sound reproduction device located on or within a watercraft being operated or moored on any public waterways or place accessible to the public, in such manner as to disturb the peace, and reasonable comfort and repose of persons, in their homes, businesses, owners or possessors of real property on the water way or public use area of the waterway is prohibited.

(b) The operation of such audio system, such as radio, tape player, disc player, portable media player, docking stations or any other electronic sound reproduction device from a watercraft in such a manner to be audible to those outside the watercraft at a distance of 100 feet or more from the source, as best that point can be estimated without the use of any distance-measuring device, regardless of the time of day, shall be prima facie evidence of a violation of this section.

(c) And provided further that vessels or watercraft participating in a City sponsored or permitted event in which watercraft participation is a planned element of the event shall not be in violation of this section.

(d) Violation and Penalty.

(1) Failure to comply with any provision of this chapter or violation of any provision of this chapter is a civil infraction for first and second offenses occurring within a 365 day period. For the first and second offense the fee for such violation shall be set equivalent to the Basic Rule violation as set forth in the Justice Information System (JIS) Law Table as published by the Administrative Office of the Courts.

(2) Third or subsequent offenses of this chapter within a 365 day period shall either be a misdemeanor subject to a jail term of not more than 90 days, a fine of not more than \$1,000.00, or both such fine and imprisonment or

(3) Failure to comply with any provision of this chapter may also be subject to enforcement pursuant to Title 17 of the Lake Stevens Municipal Code.

Section 7. Lake Stevens Municipal Code (LSMC) Section 10.36.010 entitled "Special regulations established" is hereby amended to read as follows:

10.36.010 Special regulations establishment.

Special regulations for permitting a specific water use activity, establishment of course or limitation of hours of operation may be enacted by presentation to the City Council of a plan for implementation of such regulations including establishment and maintenance of floats, buoys, safety patrols, and other measure to permit the activity without undue restriction on other permitted water uses and without undue demand on the comfort, repose and safety of other water and shoreline users. Water use activities or facilities may also be regulated by the Shoreline Master Program.

Section 8. Severability. If any section, sentence, clause or phrase of this ordinance should be held to be invalid or unconstitutional by a court of competent jurisdiction, such invalidity or unconstitutionality shall not affect the validity or constitutionality of any other section, sentence, clause or phrase of this ordinance.

Section 9. Effective Date. This ordinance shall be in full force and effective five (5) days from and after its passage and approval and publication as required by law.

PASSED by the City Council and APPROVED by the Mayor of the City of Lake Stevens on this ___ day of _____, 2013.

Vern Little, Mayor

ATTEST/AUTHENTICATION:

Norma J. Scott, City Clerk.

APPROVED TO FORM

Grant Weed, City Attorney

Passed by Council:
Published:
Effective Date:



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LAKE STEVENS CITY COUNCIL
STAFF REPORT

Council Agenda Date: February 11, 2013

Subject: Resolution No. 2013-1 Fees Resolution Amendments

Contact Person/Department: Karen Watkins, Planning **Budget Impact:** None

RECOMMENDATION(S)/ACTION REQUESTED OF COUNCIL: The recommendation is for the City Council to adopt Resolution No. 2013-1 Fees Resolution on February 11, 2013 and repeal Resolution No. 2012-5.

SUMMARY: The Fees Resolution requires an update to add the new School Impact Fees adopted by Council in December 2012, to add buoy/marker permit fees, and to amend other fees. These are described below. The amendments are shown in strikeout/underline and highlighted in yellow for easier identification, but these will be removed before the fees resolution is signed.

BACKGROUND: Although the new School Impact Fees were adopted with the 2012 Docket, the fees need to be added to the Fees Resolution. In addition, the Planning Department and Police Department updated Title 10 Parks and Recreation and new Buoy and Marker Permit fees are required. Other fees are also updated as described below.

DISCUSSION: This section summarizes all the proposed amendments to the Fees Resolution. Strikeouts and underlines with a yellow highlight are used in the attached Fees Resolution to assist the Council in finding the changes in the resolution.

Page 2 – Section 2, Attorney Fees – Instead of charging \$10/hour for outside fees, the proposal is to charge the actual costs plus a flat \$35 Administrative fee.

Page 2 – Section 2, Buoy or Marker Permit (Private) – This is a new proposed \$105 initial fee based on the Title 10 Parks and Recreation amendments. In addition, the annual permit fee of \$30 was under Police Fees on page 13, Table E; the Planning Department will now coordinate with the Police Department annually for a proposed annual fee of \$75.

Page 3 – Section 2, Consultant Fees & Critical Area Review – Instead of charging \$10/hour for outside fees, the proposal is to charge the actual costs plus a flat \$35 Administrative fee.

Pages 3 & 4 – Section 2, Impact Fees – Ordinance No. 884 approved in December 2012 with the 2012 Docket includes a change in School Mitigation fees. Therefore, the Fees Resolution is changing School Mitigation fees from \$4,532 to \$4,692 per Detached Single Family Residence and from \$3,035 to \$2,915 per Duplex/Apartment/Townhouse with 2 or more bedrooms.

Page 4 – Section 2, Miscellaneous Actions/Items –The current code allows for a fee in-lieu of replacing trees and provides a cost equal to purchasing and planting trees. In order to make the fee easier to find than in the code, it is proposed to be added to the Fees Resolution with language consistent to the code.

Pages 4 – Section 2, Pre-Application Conference Fee – The Planning Department would like to encourage applicants to request Pre-Application Conferences, so would like to extend the credit to all types of applications, not just for preliminary subdivision/short subdivision. However, the credit is only allowed up to the application fee or the Pre-Application Conference Fee, whichever is lower.

Page 13 – Table E, Private buoy or marker permit (annual) –The Police Department will coordinate with the Planning Department on annual inspections and permits; Therefore, the proposed annual permit fees were moved to page 2, Table A.

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

BUDGET IMPACT: No budget impact.

ATTACHMENTS: Resolution No. 2013-1 Fees Resolution

CITY OF LAKE STEVENS
Lake Stevens, Washington

RESOLUTION NO. 2013-1

A RESOLUTION REPEALING RESOLUTION NO. 2012-5 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. 2012-5 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
Boundary Line Adjustments	1,000
Changes of Use	750
Code Interpretations	150
Docks – Private (6.410)	200
Floodplain Development Permit (may also require SEPA and critical area review fees)	150
Grading Permits	375
Home Occupations	Reviewed as part of business license
Lot Line Consolidation	500
Reasonable Use Exceptions	200+critical areas review
Temporary Use	
- Temporary Residence (1.700)	125
- Temporary Mobile/Modular Public Structures (15.500) in any zone	100
- Temporary Structures (23.000)	200
ADMINISTRATIVE CONDITIONAL USE PERMITS (formerly Special Use Permits)	
Basic Review & administrative decision	1,000
If hearing called for in addition to previous costs)	Hearing Examiner cost
ANNEXATIONS	
Submission of 10% Petition	0
Submission of 60% Petition	0
If it goes to BRB hearing	0
ATTORNEY FEES	Applicant pays actual cost charged City plus ((10/hr))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	
	6,000
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
COMPREHENSIVE PLAN AMENDMENTS (including area-wide-rezones)	
Minor Amendment (annual cycle)	2,400
Major Amendment (5-year cycle)	3,500
CONDITIONAL USE PERMITS	5,500+ Hearing Examiner cost

CONSTRUCTION PLAN APPROVAL	
Residential developments 1-9 units	1,300 for first two reviews + 200 for each additional review
Residential developments 10 or more units	1,500 + 150 per lot for first two reviews + 300 for each additional review
Commercial and/or non-residential developments	2,000 for first two reviews + 300 for each additional review
CONSULTANT FEES	Applicant pays actual cost charged City plus ((40/hr))35 Administrative fee
CRITICAL AREA REVIEW	Applicant pays actual cost charged City plus ((40/hr))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
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	100
Fire Works Stand	185
IMPACT FEES	
Park Mitigation	
Single Family Residence and Apartments with 3+ bedrooms	2,363/dwelling
Duplex and Apartments with 2 bedrooms	1,733/dwelling
Apartments with 0-1 bedrooms	1,103/dwelling
School Mitigation	
Detached Single Family Residence	4,692((532))/dwelling

Action/Permit/Determination	Fee (\$)
Duplex/Apartment/Townhouse with 2 or more bedrooms	2,915((3,035))/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
Park Permit is included if Picnic Shelter is rented	0
PLANNED NEIGHBORHOOD DEVELOPMENTS	3,500+Hearing Examiner cost
PRE-APPLICATION CONFERENCE FEE (Credited toward ((preliminary subdivision/short subdivision))application fee upon submittal of said application if received within 12 months from date of pre-application conference. Maximum credit is the lower of application fee or Pre-Application Conference Fee.)	
Without Consultant Review	400
With Consultant Review	1,100
RECONSIDERATION OF DECISION by:	
Planning Director	200
Design Review Board	200
City Council	200
Hearing Examiner	100+Hearing Examiner cost
RECORDING FEES	At cost (paid directly to Snohomish County)
REZONES - ZONING MAP AMENDMENTS	
Rezone Minor	500+Hearing Examiner cost
Rezone Major	1,000+Hearing Examiner cost
Area-wide Rezones	See Comprehensive Plan Amendments fee
RIGHT-OF-WAY	
Right-of-Way Permit	
Individual Residential (outside roadway improvements)	50
All Others	200
Right-of-Way Vacation	1,000
Road Cuts (required only for pavement cuts where roadway overlay is not required by City)	2 per square foot

SEPA REVIEW (does not include critical areas review, which is a separate fee)	
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	1,200+Hearing Examiner cost
Shoreline Exemption	200
Shoreline Substantial Development	1,875
Shoreline Variance	1,200+Hearing Examiner cost
SIGN PERMITS	
Sign Permit	150+50/sign
Master Sign Program Permit	450
Action/Permit/Determination	Fee (\$)
SUBDIVISIONS (1-9 lots – Short Plat; more than 9 lots – Plat)	
Preliminary Short Plat	4,320
Final Short Plat	765
Short Plat Alteration	1,225
Short Plat Vacation	1,225
Preliminary Plat	10,030
Final Plat	1,565 + 100 per lot or unit + Survey Consultant Review cost
Plat Alteration	1,600
Plat Vacation	1,600
Street Signs (per Manual on Uniform Traffic Control Devices)	Purchased & installed by applicant per code & consistent with MUTCD
VARIANCE (Hearing Examiner review)	1,100+Hearing Examiner cost
ZONING CERTIFICATION LETTER	150

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

- A. Washington State Building Codes Adopted. The City of Lake Stevens does hereby incorporate by this reference as though fully set forth the fees from:
1. 2009 edition of the International Building Code (IBC)
 2. 2009 edition of the International Residential Code (IRC)
 3. 2009 edition of the International Mechanical Code including the 2009 International Fuel Code, 2008 National Fire Protection Association 58 (Liquefied Petroleum Gas Code) and 2009 National Fire Protection Association 54 (National Fuel Gas Code)
 4. 2009 edition of the Uniform Plumbing Code
 5. Washington State Barrier Free Regulations (Title 51 WAC)
 6. Current edition of the Washington State Energy Code
 7. 2009 edition of the International Fire Code
 8. Current edition of the Washington State Ventilation & Indoor Air Quality Code
- B. Valuation for Calculating Building Permit Fees 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 (Sec5.18.040):	
– Plan review fee	75
– Subsequent plan modification review	75/hour

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



Table E: Schedule of Miscellaneous Police Fees & Fines

Permit/Action/Service	Fee (\$)
Fingerprinting:	
1. For Concealed Pistol Licenses	State fee
2. People who work or reside in the City (per 2 cards)	10
3. People who do not work or reside in the City (per 2 cards)	20
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
((Private buoy or marker permit (annual) (LSMC 10.16.070)	30))
Letters for search of local criminal justice data bases	10
Police records research, 1 hour minimum, billed in ½ hr increments, paid in advance	Rate effective beginning: 1/1/10 61.00/hr
Administrative dismissal of infraction for operating motor vehicle without insurance – administrative fee	25

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

Table F: Schedule of Miscellaneous Fees and Fines

Permit/Action	Fee or Fine (\$)
<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 \$ 47
	26-50	1	\$ 60 <i>reservation fee</i> + \$ 7 \$ 67
Lundeen Park Double Shelter Pricing	1-50 <i>(patron requests both shelters)</i>	2	\$ 80 <i>reservation fee</i> + \$ 7 \$ 87
	51-75	2	\$ 100 <i>reservation fee</i> + \$ 7 \$ 107
	76-100	2	\$ 120 <i>reservation fee</i> + \$ 7 \$ 127

Maximum of 50 people per shelter.

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

Table I: Stormwater Management Utility

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

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

Parcels with multiple single family structures will be charged the base single family rate multiplied by the number of structures.

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

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

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

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

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

Table IB: Lake Management Benefit Assessment

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

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

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

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

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

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

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

Table J: ANNUAL FIRE INSPECTION

AND FIRE DEPARTMENT RELATED SERVICE FEES

TABLE A -- ANNUAL FIRE INSPECTION FEE			
Building size In square feet	FEE		
	B, M, R	A, E, LC, R	F, H, I, S Occupancies
0-1000	\$45	\$75	\$95
1,001-2,500	\$65	\$105	\$165
2,501-5,000	\$95	\$155	\$245
5,001-7,500	\$115	\$185	\$285
7,501-10,000	\$125	\$195	\$300
10,001-12,500	\$145	\$230	\$315
12,501-15,000	\$165	\$275	\$330
15,001-17,500	\$175	\$295	\$345
17,501-20,000	\$190	\$310	\$365
20,001-30,000	\$215	\$350	\$375
30,001-40,000	\$230	\$375	\$385
40,001-50,000	\$245	\$400	\$400
50,001-60,000	\$260	\$425	\$425
60,001-70,000	\$275	\$450	\$450
70,001-100,000	\$300	\$475	\$475
100,001-150,000	\$350	\$500	\$500
150,001-200,000	\$400	\$525	\$525
OVER 200,000	\$450	\$550	\$550
REINSPECTION FEES			
For uncorrected violations at time of first re-inspection			\$25
For uncorrected violations at time of second re-inspection			\$50
SPECIAL INSPECTION FEES			
Riser system Re testing			\$58 each
Fuel storage tank abandonment			\$58.00 each
Alarm System re-testing			\$58.00 each
SPECIAL EVENT PERMIT FIRE INSPECTIONS			

During regular business hours	\$115
After regular business hours/weekends	\$69/hour of actual
PYROTECHNIC FIREWORKS	
Retail fireworks	\$115
Wholesale fireworks	\$115

FIRE DEPARTMENT RELATED SERVICE

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

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

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

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Pre-Engineered	\$144
Custom Engineered	\$316
Standpipe Systems	
Class I, II or III new or existing	\$173
Fire Pump (each)	
\$345 each, maximum \$575	
**Devices include separate individual portions of a Fire Sprinkler System such as: Sprinklers, Risers, Valves, Pull Stations, Beam Detectors (each piece is one device) and other such devices.	
Table F -- HAZARDOUS MATERIALS FACILITY CONSTRUCTION (105.7.7)	
Hazardous Materials Installation, Repair, Abandonment, Removal, Closure or Substantial Improvement	
Permits in addition to Annual Operational Permit	
Permits required when quantity exceeds permit amounts in Table 105.6.20.	
QUANTITY	FEE
1-2 Materials in Excess of Permit Amount	\$115.00
3-5 Materials in Excess of Permit Amount	\$230.00
>5 Materials in Excess of Permit Amount	\$460.00
Table G -- COMPRESSED GASES (105.7.3) AND FLAMMABLE & COMBUSTIBLE LIQUIDS (105.7.6) AND LP-GAS (105.7.9)	
Compressed Gas Installation, Repair, Abandonment, Closure or Substantial Modification to a Compressed Gas System when the Compressed Gases used or Stored exceed the amounts listed in Table 105.6.8.	
Modification or repair of a flammable or combustible liquids pipeline. Installation or construction or Alteration of those items listed in 105.7.6	
For installation of or modification to an LP-gas system.	
Compressed Gas System	\$201
Flammable & Combustible Liquids	\$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 11th
 DAY OF February 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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LAKE STEVENS CITY COUNCIL
STAFF REPORT

Council Agenda Date: February 11, 2013

Subject: Springbrook Financial Software Agreement

Contact Person/Department: Barb Lowe/ Finance Director **Budget Impact:** \$99,733

RECOMMENDATION(S)/ACTION REQUESTED OF COUNCIL:

Authorize the Mayor to enter into an agreement with Springbrook Software for financial software license, maintenance, and cloud hosting services by signing: 1) Master Client Agreement, 2) Hosted and Subscription Services Level Addendum, 3) Software Maintenance Addendum, 4) Supplements to General Terms and Conditions, and 5) Order Form.

SUMMARY/BACKGROUND:

Since 1999, the City has utilized High Mobility Solutions (HMS) as its financial software. The current version in use by the City is nearly obsolete and receives very little support from the vendor. Significant upgrades would be necessary in order for HMS to continue to support the software.

In its current form, HMS does not meet the City's needs. The most critical issue is Security and access to data. Another major issue is the lack of timely and knowledgeable software support, and user guides. Basic financial reports are not available and must be prepared manually by staff. In addition, processes that should be routine, take an inordinate amount of time due to the work-arounds necessary to use the software.

In recognition of the fact that the current software is not suitable for the City's needs, the City Council has included \$120,000 in the approved 2013 budget for the purchase of a new financial software system.

ANALYSIS:

In accordance with state law (43.09.200), the authority to prescribe reporting standards in the state of Washington lies with the Washington State Auditor's Office (SAO). The SAO prescribes budgeting, accounting and reporting (BARS) requirements for all local governments in Washington. BARS Manuals include the prescribed uniform charts of accounts, accounting and budgeting policies, and reporting standards required as part of annual reports.

Because of the prescribed uniform chart of accounts and reporting requirements, there are limited choices for financial software vendors who offer BARS coding, and fewer with any real experience with SAO requirements.

City staff has examined four possible software vendors, and six separate software products. In addition, we surveyed other local jurisdictions to determine which software was utilized and their experiences regarding ease of use, understandability, reporting capabilities, and customer service.

PRODUCT COMPARISONS

	Springbrook	EmGov Power	BIAS	Tyler Technologies		
		HMS		Eden	Munis	InCode
Pricing Tier	Mid	Low	Low	Low	High	Mid
Client Size	Various (Mid)	Small	Small – Mid	Small – Mid	Large	Mid
Experience w/BARS	Yes	Yes	Yes	Yes	Some	No
WA Client (Sampling)	35 Cities– Snohomish, Monroe, Duval, Sultan	Current Vendor	Arlington, Stanwood,	Mukilteo, Mount Vernon, Centralia (financial)	Marysville, Woodinville, Mount Lake Terrace, Bainbridge Island	Centralia (UB only)
Client Experience	Great for finance, exceptional customer service, broad budgeting and reporting capabilities, easy to use	Extensive issues with programming, customer service, and technical support	Low cost, basic system, good for small entities, antiquated reporting, not user friendly	Not user friendly, DOS based language, no longer supported, limited reporting capabilities	Well liked by clients, extensive analysis tools and reporting capabilities, very expensive	Not impressed with customer service, conversions were difficult, serious programming issues causing payroll/utility errors
Cloud Hosting	Yes	No	No	No	Yes	Yes
Reporting Capabilities	Extensive	Very Limited	Limited	Limited	Extensive	Extensive – yet Limited Financial Statement Reporting

DETAILS

The first of these vendors is emGovPower, the provider of our current HMS software. Due to staff’s negative experience with the software as well as the customer service and technical support, upgrading to the current version of HMS is not recommended.

The second vendor researched by City staff is BIAS. This vendor offers many similar functions as HMS. The software is used by two of the cities we contacted, and both gave similar testimony of their experiences. BIAS is a low cost, basic system, good for small entities, with antiquated reporting, and not very user friendly. Based on the feedback received, choosing BIAS would not meet the City needs and is not recommended for purchase.

The third vendor examined by staff, is Tyler Technologies. This vendor offers three different financial

software products; Eden, InCode, and Munis.

Eden, like BIAS and HMS, is good for small entities. Three of the cities contacted by staff use Eden software. User experiences were mixed. One said the system was not user friendly, and that their IT department struggles with it because it is DOS based, the other had not had any real issues with the system since installed in 1997. When researched further with the vendor, we discovered that Eden is written in a very basic programming language that is no longer supported by Tyler Technologies and future upgrades to the system will not be available. With this limitation as well as limited reporting capabilities and increased reporting requirements by SAO, Eden is not recommended for purchase.

Munis software is meant for large robust entities with extensive needs. Some clients include Tulalip Tribes, City of Woodinville, Bainbridge Island, and City of Marysville. This software program is well liked by clients and yet is approximately three times the cost of other sufficient products.

Incode software offers many of the same features as Springbrook Software with the exception of some subscription services that are not available. The quoted cost for Incode and Springbrook was comparable. Tyler Technologies is based in Texas and is utilized mainly in the southern and eastern states, with very few clients in Washington. Of their 5-6 clients in this state, only one is a City, the rest are utility districts. When discussing Incode with the City of Centralia, it was determined that the city only uses Incode for their utility, and instead they use Eden for the financial transactions. Additionally, they are not impressed with Incode or the customer service they receive. They also noted that conversion and implementation was difficult and less than satisfactory.

We did further internet searches on the products and found two stories within the last year of entities with serious problems with the conversion and use of the Incode product. One entity had serious payroll issues that contributed to \$1.5M in overpayments. The other entity never made it through full conversion due to issues with utility billing and city transactions. Additionally, the users found that numerous work-arounds were necessary in order to utilize the software. In that case, the City Council gave a vote of no confidence to the financial software vendor, and approved an emergency purchase contract with a new vendor, costing them an additional \$149,000. Based on these recent issues and the vendor's lack of experience with Washington cities, or BARS requirements, Incode is not recommended for purchase.

The final vendor considered by staff is Springbrook Software. Springbrook Software is the recommended software for the following reasons:

- Springbrook is a privately held corporation based in Portland, Oregon. Because they are privately held, they are able to make decisions quickly that are in the best interest of the clients versus stockholders. The vendor has strong regional user groups and an annual client conference to introduce upcoming changes and to address any questions or concerns.
- Springbrook is known for its strong customer service and technical support. They have retained their first client, the City of Newberg, Oregon for more than 25 years.
- Springbrook financial software serves local government clients exclusively. This software is used by more than 400 clients in 33 states; 61 clients in Washington, 35 of which are cities. Some local cities include the City of Snohomish, City of Monroe, City of Sultan, and City of Duval. The responses received from those cities were very positive regarding customer service, reporting and

budgeting capabilities, and ease of use.

- Springbrook is very experienced with SAO and BARS requirements and are already making changes for new coding and reporting requirements.
- A demonstration of Springbrook financial software indicated that the software would meet the City's needs not just in terms of general ledger reports, budget development, payroll processing, and cash receipting, but also system security. User rights are determined and implemented within the system by an administrator. All transactions made within the system are logged into the history for audit and review. Springbrook's expanded payroll module will allow manual payroll processes to be automatically calculated and updated by the system, saving staff time and eliminating the possibility of errors. The system appears user friendly, secure, and very efficient.
- Springbrook has partnered with Rackspace, the industry-leading cloud provider, to offer a cloud-based ERP solution designed specifically for local governments called Springbrook Community. Rackspace's data/network security includes SSL 256-bit encryption, very limited, highly regulated data access, dedicated hardware firewalls, and hardened servers running patched, extensively tested operating systems. With Springbrook Community, shared resources ensure there is no single fail point and automatic reliable backups ensure a continuity of service. Additionally, no dedicated hardware is needed by the city and upgrades are made automatically with little or no interruption of service, so we are always running the latest software.

MODULES INCLUDED

- Financial Suite
 - General Ledger
 - Accounts Payable
 - ACH
 - Bank Reconciliation
 - Budgeting
 - Extended Budgeting & Forecasting
 - Financial Reporting
- Positive Pay – A/P and Payroll
- Purchase Orders
- Payroll
- Extended Payroll – (Automated COLA, Grade & Step Increases, Pay Adjustments)
- Central Cash Management/Point of Sale
- Document Attachment & Cataloging

Other Services Included

- Enhanced Maintenance – automatic updates/upgrades
- Cloud Hosting
- Data Conversion
- Training & Consultation
- Project Management

IMPLEMENTATION & CONVERSION TIMING

Financial software conversion is a lengthy, in depth process that takes quite a bit of staff resources and attention. Should this contract be approved, the earliest start date Springbrook has available is August 1, 2013. Once started, implementation of the financial system is approximately 10 weeks, and the payroll system is approximately 7 weeks. Cash receipting and Purchase Orders are implemented after the financial system goes live. Those systems should take approximately 1 additional week. Full implementation should occur by mid November, early December 2013.

Staff expects to run both systems simultaneously until year end in order to test for any discrepancies or variances, with complete conversion to Springbrook occurring in early 2014.

FISCAL IMPACT

The total cost to purchase the software is \$99,733. This includes license fees, training, project management, conversion, and the first year of maintenance and cloud-hosting fees. Ongoing annual maintenance and cloud hosting fees will be \$9,553 for years 2-5 then increase from \$13,500 to \$15,195 during year 6-10.

2013 Payment Schedule	Due Upon Signing	Due Upon Acceptance of Statement of Work	Due Upon Completion of Setup Phase	Due Upon Go-Live Acceptance
Training	\$10,306	\$4,515	\$4,515	\$4,515
Services	\$28,661	\$12,557	\$12,556	\$12,556
Cloud/Maintenance	\$4,128	\$1,808	\$1,808	\$1,808
Totals	\$43,095	\$18,880	\$18,879	\$18,879

BUDGET IMPACT: 2013 Approved budget includes \$120,000 for Financial Software Purchase/Service. The cost for recommended products & services is \$99,733 for 2013. Annual maintenance & cloud hosting fees are \$9,553 for years 2-5.

ATTACHMENTS:

- ▶ Exhibit A: Master Client Agreement
- ▶ Exhibit B: Hosted and Subscription Services Level Addendum
- ▶ Exhibit C: Software Maintenance Addendum
- ▶ Exhibit D: Supplements to General Terms and Conditions
- ▶ Exhibit E: Order Form



SPRINGBROOK SOFTWARE MASTER CLIENT AGREEMENT

This Springbrook Software, Master Client Agreement is made and entered into as by and between Springbrook Software, Inc., an Oregon corporation having its principal place of business at 1000 SW Broadway suite 1900, Portland OR 97205, ("Vendor") and The City of Lake Stevens ("Client"), a Washington agency having its principal place of business at 1812 Main Street, Lake Stevens WA 98258.

This Agreement consists of the general terms and conditions set forth below and any applicable Addenda, including but not limited to the Addenda identified in Table A. This Agreement does not include any other documents unless specifically agreed to in writing by Vendor and Client in accordance with Section 9.1 of this Agreement.

Table A (Items checked are included as part of this Agreement)					
<input type="checkbox"/>	Software License Agreement Addendum	<input type="checkbox"/>	Third Party Services Addendum	<input type="checkbox"/>	Client Advisory Committee Addendum
<input checked="" type="checkbox"/>	Software Maintenance Addendum	<input type="checkbox"/>	Disaster Recovery Addendum	<input type="checkbox"/>	Pilot Client Participation Addendum
<input type="checkbox"/>	Evault Backup Services Addendum	<input checked="" type="checkbox"/>	Subscription Addendum	<input checked="" type="checkbox"/>	Supplements to Terms and Conditions

GENERAL TERMS AND CONDITIONS

1 DEFINITIONS

Capitalized terms in this Agreement mean the following unless specifically defined elsewhere in this Agreement, or in an applicable Addendum or Order Form.

"Addendum" means an amendment or supplement to this Agreement executed by both parties.

"Agreement" means this Agreement, any applicable Addenda, and any Order Form or Statement of Work executed by both parties.

"Change Order" means a written request to change the terms or scope of a Statement of Work or an Order Form.

"Claim" means any claim, demand, cause of action, debt, liability, or other obligation, including reasonable attorney fees incurred in connection with such a claim.

"Confidential Information" means (a) any confidential, proprietary or trade secret information of the disclosing party ("Discloser") that, if in tangible form, is reasonably marked as confidential, secret or with a comparable legend, or, if disclosed orally or visually, is reasonably identified as confidential at the time of disclosure or within a reasonable time following disclosure; (b) discussions relating to such information; and (c) any information the receiving party ("Recipient") knew or reasonably should have reasonably known under the circumstances to be confidential.

"Consulting Services" means services provided to analyze Client requirements and make recommendations on how to best implement and utilize Vendor Products. Client is solely responsible for insuring that accepted recommendations are appropriate for use within the Client's organization.

"Documentation" means the then-current, non-user specific, written instructions, user guides, and user manuals for the Products, if applicable, whether in electronic, paper or other equivalent form, provided by Vendor to Client.

"Executable Code" means the fully compiled version of a software program that can be executed by a computer and used by an end user without further compilation.

"Effective Date" means the date the applicable Order Form is signed by the Client for the Products or Services being purchased.

"Fees" has the meaning set forth in Section 3.1 below.

"Indemnified Parties" means each party entitled to indemnification under this Agreement and its officers, directors, employees and agents.

"Software Products" or "Vendor Software" means the machine-readable, object-code version of the software by Vendor to Client, including all related Documentation and any modified, updated or enhanced versions of the software that Vendor may provide to Client, as set forth in the applicable Order Form and under the terms and conditions of this Agreement.

"Product Maintenance Services" means on-going services provided by Vendor to Client as set forth in the Software Maintenance Addendum.

"Order Form" means the ordering documents, in a form specified by Vendor, representing the initial purchase of the Products as well as any subsequent purchases of Products that are signed and submitted by Client to Vendor.

"Output" means any work product, forms, checks, statements, reports interfaces to third parties, or information provided by Vendor or Vendor Products.

"Products" means items purchased by Client as set forth in an Order Form or Statement of Work, in accordance with any applicable Addendum. Products may include Software Products, Services, Subscription Services, Product Maintenance Services, Professional Services, and Product Customization.

"Professional Services" means implementation, training, installation and data recovery, migration and restoration services and other professional services provided by Vendor to Client, but specifically excluding Product Maintenance Services and Subscription Services.

"Services" means Consulting Services, Subscription Services, Professional Services, Product Customization, and any other services provided by Vendor to Client.

"Subscription Services" means software based services that are provided to the Client by the Vendor or a third party on a re-occurring basis.

"Source Code" means the human-readable version of a software program than can be compiled into Executable Code.

"Statement of Work" means a written description of work signed by the parties pursuant to which Vendor provides Professional Services to Client and is covered by the terms and conditions of this Agreement.

"Taxes" has the meaning set forth in Section 3.4. **"Term"** has the meaning set forth in Section 9.1.

2 SCOPE OF AGREEMENT.

This Agreement states the terms and conditions pursuant to which Vendor will provide Products and Services to the Client. These general terms and conditions may be supplemented by the applicable Addenda, including any Addenda identified in Table A. Client understands that all or certain portions of the Products sold or licensed under this Agreement may be provided by a third party service provider. Client also understands that all Products purchased by the Client as part of this Agreement are provided as is. Any Client specific changes to the Products will require an Addendum or amendment consistent with section 11.3.

3 FEES AND PAYMENT

3.1 Fees.

Client will remit to Vendor all applicable fees, including but not limited to license, maintenance, professional service and other fees for those Products and Services purchased by Client, as set forth in any applicable Order Form or Statement of Work (collectively, "Fees"). In addition, Client shall reimburse Vendor for any reasonable expenses, including travel, travel time, phone and related expenses incurred in the performance of Services, which costs are also considered to be Fees. Except as specifically set forth in this Agreement, all Fees are fully earned upon receipt and non-refundable.

3.2 Payment.

Payments due under this Agreement shall be made in U.S. currency in the amounts and at the times set forth in the applicable Order Form or Statement of Work or, if not indicated therein, within thirty (30) days of the date of invoice. If Client fails to timely pay any amount when due, Client shall pay, in addition to all principal due, interest at the rate of one percent (1.0%) per month, but not to exceed the maximum allowed by law, on such delinquent amount.

3.3 Suspension of Services

Vendor may, at its sole discretion, may suspend client's right to use any Product provided by Vendor under this Agreement if Client fails to remit any payment when due within ten (10) business days after receiving written notice from Vendor that payment is past due. This section does not in any way waive Vendor's rights under section 9.

3.4 Taxes.

All Fees are exclusive of any sales, value-added, foreign withholding or other government taxes, duties, fees, excises, or tariffs imposed on the production, storage, licensing, sale, transportation, import, export, or use of the Products or performance of any Services (collectively, "Taxes"). If the Vendor is assessed Taxes or the Client is required to withhold Taxes related to services provided under this Agreement, Client will be responsible for, and will reimburse the Vendor. Taxes shall be considered a Fee and will be subject to the terms and conditions set forth in this section 3.

4 OWNERSHIP

4.1 Title

Client acknowledges, represents and warrants that title to and ownership of the Products, Systems, and Documentation, including all corrections, enhancements, or other modifications to the Software, Products, systems, and Documentation, are the sole and exclusive property of Vendor and its third party vendors. This includes all material displayed on the screen or generated, such as icons, screen displays, etc.

4.2 Proprietary Rights Notices.

Client shall not delete, alter, cover, or distort any copyright, trademark, or other intellectual property rights placed on or in the Products and shall ensure that all intellectual property right notices are reproduced on all copies thereof.

5 CONFIDENTIALITY

5.1 Obligations.

Each party acknowledges that, in the course of its performance of this Agreement, it may obtain the Confidential Information of the other party. The duty to protect any Confidential Information shall survive the termination of this Agreement. The Recipient of any Confidential Information shall use the same level of care to protect the Confidential Information of the Discloser that Recipient takes to protect its own confidential information, but, at a minimum, shall take reasonable steps to prevent the unauthorized disclosure of and to maintain the confidentiality of the Confidential Information of Discloser. Recipient shall not disclose the Confidential Information of Discloser to any employees, contractors, or other third parties except as specifically authorized by Discloser or as necessary to perform Recipient's obligations under this Agreement. Recipient shall use its best reasonable efforts to ensure that any party to whom Recipient does disclose Confidential Information is subject to confidentiality obligations at least as protective as those in this Agreement. Recipient shall be liable for any breach of these confidentiality obligations by any individual or entity receiving Confidential Information from Recipient. However, the parties acknowledge and agree that, notwithstanding such measures taken to prevent unauthorized disclosure, use of or connection to the Internet provides the opportunity for unauthorized third parties to circumvent such precautions and illegally gain access to Confidential Information. The Confidential Information disclosed by Discloser may only be used by Recipient as necessary to perform its obligations or exercise its rights under this Agreement. Recipient shall indemnify Discloser for damages or costs incurred by Discloser as a result of the unauthorized use, disclosure or distribution of any Confidential Information facilitated by Recipient's breach of these confidentiality obligations.

5.2 Exceptions.

The obligations set forth in Section 5.1 will not apply to any information that is required to be disclosed by:

- (a) An authorized court or other governmental body or;
- (b) Otherwise required by law. Such disclosure will not be considered to be a breach of this Agreement or a waiver of confidentiality for other purposes; provided, however, that Recipient will provide prompt written notice thereof to Discloser and will cooperate with Discloser to limit any disclosure to the fullest extent possible.

6 LIMITED WARRANTIES AND DISCLAIMERS

6.1 Assumption of Responsibility.

Client assumes all responsibility for the selection of, appropriateness of, use of, and results obtained from the Products and Output. Client warrants that it is solely responsible for setting up and administering internal controls to verify the accuracy of the Products' Output on an ongoing basis. All warranties made by Vendor, express or implied, extend solely to Client and not to any third parties.

6.2 DISCLAIMER.

EXCEPT AS EXPRESSLY WARRANTED IN THE APPLICABLE PRODUCT ADDENDUM, THE PRODUCTS ARE PROVIDED "AS IS," WITHOUT ANY WARRANTY OF ANY KIND, WHETHER EXPRESS, IMPLIED, OR STATUTORY, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTIES OR CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, NON-INFRINGEMENT OR NON-MISAPPROPRIATION OF INTELLECTUAL PROPERTY RIGHTS OF A THIRD PARTY, CUSTOM, TRADE, QUIET ENJOYMENT, ACCURACY OF INFORMATIONAL CONTENT OR RESULTS, OR SYSTEM INTEGRATION, OR ANY WARRANTIES OR CONDITIONS ARISING UNDER ANY OTHER LEGAL REQUIREMENT, AND VENDOR EXPRESSLY DISCLAIMS ALL SUCH WARRANTIES. VENDOR MAKES NO WARRANTY THAT THE PRODUCTS WILL RUN PROPERLY ON ALL HARDWARE, THAT THE SOFTWARE, HOSTED SERVICES OR OTHER PRODUCTS WILL MEET THE NEEDS OR REQUIREMENTS OF CLIENT OR ITS USERS, WILL OPERATE IN THE COMBINATIONS THAT MAY BE

SELECTED FOR USE BY CLIENT OR ITS USERS, THAT THE SOFTWARE OR HOSTED SERVICES WILL BE UNINTERRUPTED OR ERROR FREE, OR THAT ALL ERRORS WILL BE CORRECTED.

7 INDEMNIFICATION

7.1 By Client.

Client shall indemnify, defend and hold Vendor harmless from any Claims to the extent that the Claims arise out of or relate to:

- (a) Client's Failure to verify the appropriate use of Vendor Products and Output;
- (b) Failure of Client to verify the accuracy of Output;
- (c) Client's failure to implement and administer internal controls, including internal controls to verify, on an ongoing basis, the appropriate use and accuracy, Output;
- (d) Any data, software, or other materials provided by Client;
- (e) Any use of the Products or Services inconsistent with their intended use, as manifest in this Agreement;
- (f) Any modification, alteration, misuse, or combination of the Products or Services with other hardware or software; or
- (g) Client's wilful or reckless misconduct.

7.2 By Vendor.

Vendor shall indemnify, defend and hold Client harmless from and against any Claims to the extent that the Claims are based on Vendor's wilful or reckless misconduct.

7.3 Entire Obligation.

THE INDEMNIFICATION OBLIGATIONS SET FORTH IN THIS SECTION 7 CONSTITUTE EACH PARTY'S ENTIRE OBLIGATION AND LIABILITY FROM OR RELATED TO THIS AGREEMENT REGARDING THIRD PARTY CLAIMS.

8 LIMITATION OF LIABILITY

8.1 Waiver of Consequential Damages.

IN NO EVENT WILL EITHER PARTY BE LIABLE FOR: (A) THIRD PARTY CLAIMS OR LIABILITIES OTHER THAN THOSE IDENTIFIED IN SECTION 7; OR (B) ANY SPECIAL, INDIRECT, INCIDENTAL, EXEMPLARY, PUNITIVE OR CONSEQUENTIAL DAMAGES, INCLUDING, WITHOUT LIMITATION, LOSS OR DAMAGE TO DATA, INACCURACY OF DATA, LOSS OF ANTICIPATED REVENUE OR PROFITS, WORK STOPPAGE OR IMPAIRMENT OF OTHER ASSETS OR LOSS OF GOODWILL, WHETHER OR NOT FORESEEABLE AND WHETHER OR NOT A PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND NOTWITHSTANDING ANY FAILURE OF THE ESSENTIAL PURPOSE OF THIS AGREEMENT OR ANY LIMITED REMEDY HEREUNDER.

8.2 Cap on Liability.

IN NO EVENT WILL THE TOTAL LIABILITY OF VENDOR ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT EXCEED THE FEES PAID BY CLIENT FOR THE SERVICES OR PRODUCTS IN QUESTION OR THE CAPS ON LIABILITY SET FORTH IN THE APPLICABLE PRODUCT ADDENDUM, NOTWITHSTANDING ANY FAILURE OF THE ESSENTIAL PURPOSE OF THIS AGREEMENT OR ANY LIMITED REMEDY HEREUNDER. IN NO EVENT WILL VENDOR'S LICENSORS OR THIRD PARTY PROVIDERS BE LIABLE FOR ANY DAMAGES, WHETHER DIRECT, INDIRECT OR CONSEQUENTIAL, OF ANY KIND IN CONNECTION WITH OR ARISING OUT OF THIS AGREEMENT. FOR FEES THAT ARE PAID ON A RE-OCCURRING BASIS, LIABILITY IS CAPPED AT AN AMOUNT EQUAL TO THE FEES PAID IN ONE FULL YEAR FOR THE SERVICES OR PRODUCTS IN QUESTION.

8.3 Disclaimer.

THE FOREGOING LIMITATIONS APPLY TO ALL CAUSES OF ACTION IN THE

AGGREGATE, INCLUDING WITHOUT LIMITATION, BREACH OF CONTRACT, BREACH OF WARRANTY, INDEMNIFICATION, NEGLIGENCE, STRICT LIABILITY, MISREPRESENTATION AND OTHER TORTS, AND STATUTORY CLAIMS. EACH OF THE PARTIES ACKNOWLEDGES THAT IT UNDERSTANDS THE LEGAL AND ECONOMIC RAMIFICATIONS OF THE FOREGOING LIMITATIONS, AND THAT THE FOREGOING LIMITATIONS ALLOCATE THE VARIOUS RISKS BETWEEN THE PARTIES AND FORM AN ESSENTIAL PART OF THE AGREEMENT OF THE PARTIES.

9 TERM AND TERMINATION

9.1 Term.

This Agreement will commence upon the Effective Date and will continue for the period set forth in the applicable Order Forms (subject to the renewal terms set forth in the applicable Product Addendum and/or the applicable Order Forms) and/or Statements of Work ("Term"), unless earlier terminated in accordance with the provisions of this Agreement.

9.2 Termination

Either party may terminate this Agreement, and any applicable addenda, and Vendor may terminate Order Forms, upon written notice if the other party materially breaches this Agreement and fails to cure such breach within one-hundred twenty (120) days after receiving specific written notice of the nature of the alleged breach from the non-breaching party and the opportunity to cure. Vendor may terminate this Agreement if Client fails to pay any portion of the Fees when due within thirty (30) days after receiving written notice from Vendor that payment is past due. Additional termination rights are set forth in the warranty and/or termination provisions in the applicable Addendum.

9.3 Obligations upon Termination.

Upon the termination or expiration of this Agreement:

- (a) Client shall promptly pay in full all outstanding payments due to Vendor (but in any event, no later than ten (10) business days following the date on which termination or expiration is effective);
- (b) all licenses granted under this Agreement and any Addenda will immediately terminate and Client shall immediately cease all use of the Products;
- (c) Client shall remove all copies of the Software from its computer systems. The expiration or termination of this Agreement does not relieve either party of any obligations that have accrued on or before the effective date of the termination or expiration.

9.4 Survival.

The following Sections will survive the termination or expiration of this Agreement: 1 and 4 through 10, and any other provisions of this Agreement, including any Addenda, that by reasonable interpretation are intended by the parties to survive the termination or expiration of this Agreement.

10 GENERAL LIABILITY INSURANCE

Vendor will maintain general liability insurance. Upon request by Client, Vendor will provide Client with proof of coverage. This certificate is issued to the Client as a matter of information only and confers no rights upon the Client. This Certificate does not amend, extend or alter the coverage afforded by the insurer to the Vendor.

11 GENERAL

11.1 Reservation of rights

All rights not expressly granted to Client in this Agreement are reserved by Vendor and its third party providers.

11.2 Entire Agreement.

This Agreement, including the applicable Addenda and any Order Forms or Statements of Work, constitutes the entire agreement between the parties

and supersedes all previous and contemporaneous agreements, understandings and arrangements with respect to the subject matter hereof, whether oral or written.

11.3 Amendment.

This Agreement may be amended or supplemented only in writing. Any amendment must refer explicitly to this Agreement and must be signed by both parties. All other agreements whether verbal, implied or written are not binding to either party.

11.4 Waiver.

No term or provision hereof will be considered waived by either party, and no breach excused by either party, unless such waiver or consent is in writing, and signed on behalf of the party against whom the waiver is asserted. No consent by either party to, or waiver of, a breach by either party, whether express or implied, will constitute consent to, waiver of, or excuse of any other, different, or subsequent breach by either party.

11.5 Severability.

If any provision of this Agreement is held to be invalid or unenforceable for any reason, the remaining provisions will continue in full force without being impaired or invalidated in any way. The Parties agree that any invalid provision will be deemed to be restated so as to be enforceable to the maximum extent permissible under law consistent with the original intent and economic terms of the invalid provision.

11.6 Relationship of Parties.

The parties to this Agreement are independent contractors. There is no relationship of agency, partnership, joint venture, employment or franchise between the parties. Neither party will have, and will not represent that it has, any power, right or authority to bind the other party, or to assume or create any obligation or responsibility, express or implied, on behalf of the other party or in the other party's name.

11.7 Non-Exclusive Relationship.

This Agreement is non-exclusive. Each party will be free to enter into other similar agreements or arrangements with other third parties.

11.8 Assignment.

Neither party will indirectly or directly transfer or assign any rights under this Agreement, in whole or part, without the prior written consent of the other party. Notwithstanding the foregoing, the Vendor may, without the prior written consent of the other party, assign in its entirety or in part this Agreement to a subsidiary or affiliated entity as part of a divestiture, corporate reorganization or consolidation, or to another party in connection with a merger, acquisition, or sale of assets or stock, provided the successor agrees in writing to assume all of the assigning party's obligations hereunder. Any assignments contrary to this Section 11.8 will be void. Subject to the foregoing, this Agreement will bind and inure to the benefit of the parties and their respective successors and permitted assigns.

11.9 Compliance with Laws.

Each party shall be responsible for its own compliance with laws, regulations and other legal requirements applicable to the conduct of its business and this Agreement, and agrees to comply with all such laws, regulations and other legal requirements.

11.10 Force Majeure.

Except for Client's payment obligations under this Agreement, neither party will be liable for any failure or delay in performance under this Agreement which might be due in whole or in part, directly or indirectly, to any contingency, delay, failure, or cause of, any nature beyond the reasonable control of such party. Such causes include, without in any way limiting the generality of the foregoing, fire, explosion, earthquake, storm, flood or other weather, unavailability of necessary utilities or raw materials, power outage, strike, lockout, unavailability of components, activities of a combination of workmen or other labor difficulties, war, act of terrorism,

insurrection, riot, act of God or the public enemy, law, act, order, export control regulation, proclamation decree, regulation, ordinance, or instructions of government or other public authorities, or judgment or decree of a court of competent jurisdiction (not arising out of breach by such party of this Agreement).

11.11 Inspection

Client will permit Vendor or its representatives to review Client's relevant records and inspect Client's facilities and systems to ensure compliance with the Agreement. Vendor will give Client at least ten (10) days' advance notice of any such inspection and will conduct the same during normal business hours in a manner that does not unreasonably interfere with Client's normal operations.

11.12 Governing Law.

This Agreement will be governed by and construed under the laws of the United States, the State and county in which the Client is located, as defined at the beginning of this agreement.

11.13 Dispute Resolution and Jurisdiction.

The parties will attempt to resolve any dispute relating to this Agreement by good faith negotiation between business principals prior to initiating formal legal proceedings relating to the dispute. In the event the parties are unable to resolve the dispute, any such claim shall be submitted to a Court of Law.

11.14 Attorney Fees.

In the event any attorney is employed by any party to this Agreement with regard to any legal action, arbitration or other proceeding brought by any party for the enforcement of this Agreement, or because of an alleged dispute, breach, default or misrepresentation in connection with any of the provisions of this Agreement, then the party or parties prevailing in such proceeding, whether at trial or upon appeal, will be entitled to recover reasonable attorney fees and other costs and expenses incurred, in addition to any other relief to which it may be entitled.

11.15 Notices.

All notices, consents, and approvals under this Agreement must be delivered in writing by courier, by overnight mail service, by certified or registered mail, (postage prepaid and return receipt requested), or by facsimile transmission (including delivery receipt), including to the other party at the address set forth beneath such party's signature and will be effective upon receipt. Either party may change its address by giving written notice of the new address to the other party.

11.16 Press Release.

In the event that Vendor wishes to issue a press release announcing the existence of the relationship between the parties and the nature of this Agreement, Vendor will provide such press release to Client for Client's written approval and consent. Such approval and consent will be in Client's sole discretion. No other press releases that mention the other party shall be issued without the other party's prior written approval. Client agrees to allow Vendor to list Client as a customer.

11.17 Construction of Agreement.

This Agreement has been approved by the respective parties hereto and the language hereof will not be construed for or against any party. The titles and headings herein are for reference purposes only and will not in any manner limit the construction of this Agreement, which will be considered as a whole.

11.18 Counterparts and Electronic Signatures.

This Agreement may be executed in one or more counterparts, each of which will be deemed an original and all of which will be taken together and deemed to be one instrument. Each party agrees that electronic or facsimile signatures of authorized representatives of either party will be binding for the purposes of executing this Agreement.

IN WITNESS WHEREOF, each of the parties hereto has caused this Agreement to be executed as of the Effective Date by a duly authorized officer or representative.



Vendor: Springbrook Software, Inc.

By: _____

Name (Print): Tim Rosener

Title: Vice President, Implementations

Date: _____

Client:

By: _____

Name (Print): _____

Title: _____

Date: _____

SPRINGBROOK SOFTWARE HOSTED AND SUBSCRIPTION SERVICES LEVEL ADDENDUM

This Addendum sets forth additional terms and conditions applicable to Subscription Services purchased by the City of Lake Stevens ("Client") from Springbrook Software, Inc. ("Vendor") pursuant to the Master Client Agreement (the "Master Agreement") entered into by Vendor and Client and any applicable Order Form or Statement of Work. Capitalized terms used in this Addendum but not defined herein will have the meanings set forth in the Master Agreement.

1. **DEFINITIONS.** Capitalized terms in this Addendum mean the following unless specifically defined elsewhere in this Addendum.

"Citizens" means citizens, consumers, and others designated by the Client to access or use any Products or Services where such access or use is facilitated, directly or indirectly, by Subscription Services.

"Client Data" means any and all data and information of any kind or nature submitted to Vendor by Client, or received by Vendor on behalf of Client, other than publicly available information.

"Subscription Services" means any Products or Services purchased by Client from Vendor that are provided by or through a Third Party Vendor, as indicated on an Order Form. Subscription Services may include ERP Offerings, Online Payment Services, IVR service, and third party hosting of computer hardware, software, or networking elements.

"Online Payment Services" means the services described in Section 2.1.

"Third Party Vendors" mean vendors chosen by Vendor, in its reasonable discretion (or by Client, as provided in this Addendum), to provide the Subscription Services.

"Application" means a Software Product module as set forth on the appropriate Order Form.

"Custom" means any modification, enhancement or addition to the Software Products developed by or for Vendor for Client's use or at Client's Request.

"Enhancement" has the meaning assigned in the Software Maintenance Addendum. Vendor reserves the right to charge for Enhancements.

"Material" as applied to changes to Software Products or an Application, shall mean a significant or substantial alteration or effect on the function or Output thereof, and "cure" as applied to a Material failure shall mean the provision of functional equivalent functions or means.

"Specifications" mean the written (both hard copy and electronic text files) description of the functions, capacity and features of the Software Products delivered by Vendor to Client to the extent specifically incorporated in an Order Form or Statement of Work. Vendor reserves the right to update, change or retire the Specifications, in whole or in part.

"User Materials" means all written and electronic Documentation, provided by Vendor to Client for use in connection with the Software Products.

"User" means specified Client employee or agent covered under the Order Form.

2. **SCOPE OF AGREEMENT**

2.1 **Grant of Access**

Vendor hereby grants Client a limited, non-exclusive, non-transferrable access to specified Users to use Software Products (in machine-readable, object code form only) and User Materials provided to Client pursuant to an Order Form or Statement of Work, during the term described in Section 2.3 subject to the terms and conditions of this Addendum and the Master Agreement, all for Client's ordinary, internal business purposes only, including, without limitation, the rights to;

- 2.1.1. support Client's use of the Software Products under this Addendum;
- 2.1.2. Access Software Products by Users that Client specifies for purposes of serving Client's internal business needs;

2.2. **Access Restrictions**

Client may only use the Software Products and User Materials within the limited scope set forth herein. In particular, and without limitation, Client agrees that Client and Client's employees will not;

- 2.2.1 assign, sublicense, transfer, pledge, grant a security interest in, lease, rent or share the Software Products or Client's rights under this Agreement with or to any third party without prior written authorization from Vendor;
- 2.2.2 reverse assemble, reverse compile, cross compile or otherwise adopt, translate or modify the Software Products;
- 2.2.3 refer to or use any portion of the Software Products or User Materials as part of any effort to develop any other Software Products program; or
- 2.2.4 modify the Software Products in any way other than that supported through configuration options available to the Client from Vendor.

2.3 **Conditions of Access**

The term of access granted to Client pursuant to this Addendum begins on the Effective Date and will continue as long as;

- 2.3.1 Client is current on Software Products fees specified in Order Form; and
- 2.3.2 Client is in compliance with the terms and conditions of this Addendum, the Master Agreement, all Addenda and appropriate Order Forms or Statements of Work. Vendor reserves the right to revoke licenses for failure to meet any conditions of the Master Agreement or any applicable Addenda.

6. OTHER SUBSCRIPTION SERVICES

6.1. General

Vendor may, in its sole discretion, select Third Party Vendors to provide the Subscription Services, including IVR and third party hosting services. Client acknowledges and agrees that Vendor's rights, obligations, and liabilities to Third Party Vendors in connection with Subscription Services are governed by agreements negotiated with the Third Party Vendors in Vendor's sole discretion. These agreements are available to Client upon reasonable request from Vendor. Client agrees that its rights, obligations, and liabilities to Vendor with respect to Subscription Services shall be limited by these agreements. In no event will Client's rights with respect to Subscription Services exceed the rights available to Vendor under these agreements and in no event will Client's obligations or liabilities to Vendor in connection with the Subscription Services be less or more limited than Vendor's obligations and liabilities to the Third Party Vendors under these agreements. Without limitation, Client agrees to indemnify and hold Vendor harmless from any and all liability and expenses Vendor incurs as a result of Subscription Services provided to Client pursuant to this Addendum, including any indemnity obligation Vendor may have to a Third Party Vendor.

6.2. Configuration

Client shall be solely responsible for (a) properly configuring, developing, programming, hosting and operating its hardware, software, web sites, content and all applications, and their respective telephone and Internet connections, to allow access to and use of the Subscription Services in accordance with the documentation provided by Vendor or any Third Party Vendor and all applicable protocols and requirements of the platforms used to provide Subscription Services and (b) providing any connections necessary to communicate with a Third Party Vendor's platform.

6.3. Unauthorized Use

Client will be responsible for, and shall pay any applicable fees associated with; any unauthorized use of the Subscription Services, telephone numbers assigned to Client, and Client's account. In the event Client becomes aware of such unauthorized use, Client shall promptly notify Vendor and the relevant Third Party Vendor.

6.4. Support for Subscription Services

Vendor's support obligations to Client in connection with Subscription Services, if any, shall be limited to providing support available from the Third Party Vendors. Client shall otherwise be responsible for providing all support services to its end users with regard to the Subscription Services.

6.5. Network Traffic

Client acknowledges that, as a result of using Subscription Services, Client content and data will pass through hosted servers that may not be segregated or in a separate physical location from servers on which the content of other third parties is or will be transmitted or stored.

6.6. Content

Client is and shall be solely responsible for the creation, editorial content, control, and all other aspects of the content passing through third party servers as a result of the

3. ONLINE PAYMENT SERVICES.

3.1. Online Payment Services allow Citizens to make payments and perform certain other functions via a website, telephone or webpage hosted and maintained by Vendor and/or a Third Party Vendor that is accessible by hotlink from Client's own website, as set forth in the appropriate Order Form. Client agrees to use only Third Party Vendors that are subject to a written agreement between the Client and the Third Party Vendor for merchant banking services. For purposes of credit card and similar transactions, Client shall act as merchant, and Client shall be solely responsible for maintaining its merchant relationship with its approved Third Party Vendor, and for all payments related to that merchant relationship. Client agrees to only use merchant services Third Party Vendors approved by Vendor.

3.2. Operation of the Online Payment Services requires installation and maintenance of Software Products on servers maintained by Client on Client's premises. The Software Product needed to operate Online Payment Services is limited to the most current released version of the Vendor's payment Application, and includes any updates to that Application made available by Vendor. The payment Application does not include new software Applications, substantially new versions of any software Application, or Services necessary to implement new Applications or versions of the Applications. Client agrees that Vendor may designate any software Application released by Vendor after the executed Addendum as a new version or a new Application, and additional fees may be required for any such new version or Application.

4. ACCEPTANCE PERIOD

Upon completion of the implementation of each Software Product purchased by the Client as set forth in the appropriate Order Form or Statement of Work, Client will have 30 calendar days to validate that the Products are performing in accordance with this Addendum, the Master Agreement, and any related Addenda. Each Application will be considered accepted by the Client if and when any one of the following has occurred;

(a) Client provides vendor written affirmation that the Application is performing within the terms of this Addendum, the Master Agreement and any related Addenda;

(b) 30 days has passed since the implementation of the Application without written notice of non-acceptance;

(c) Client is using the Software Product at issue for its intended purpose.

5. CLIENT RESPONSIBILITIES

Client assumes all responsibility for the selection of, use of, and results obtained from the Software Products. Client agrees to and is solely responsible for implementing the appropriate internal controls to ensure the accuracy of and appropriate use of any Software Products. All warranties, express or implied, extend solely to Client and not to any third parties.

Subscription Services. Client represents and warrants that Client has obtained (or will obtain, prior to transmission) all authorizations and permissions required to use and transmit such content.

Client shall immediately inform Vendor of any account data inconsistency, errors or corruption.

6.7. No Harmful Code

Client represents and warrants that no content shall be knowingly transmitted by Client or end users through the Subscription Services that contains any program, routine or device which is designed to delete, disable, deactivate, interfere with or otherwise harm any software, program, data, device, system or service, including without limitation, any 'time bomb', virus, drop dead device, malicious logic, worm, Trojan horse or trap or back door (collectively, "Harmful Code").

7.5. Release of Client or Citizen Records

Client shall assume responsibility for responding to and determining the validity of any requests or demands, whether from a court, a regulatory or other governmental agency, or the public, for the release of any Client or Citizen records or data in Vendor's control or possession. Vendor shall not release any such records or data to any party without written authorization by Client, unless compelled to do so by a court or agency of competent jurisdiction. In the event that Vendor needs to release client information to defend a claim against Vendor, Vendor shall inform Client of any such required disclosure prior to disclosure, and seek approval to release information.

6.8. Client Data

Client shall remain the sole and exclusive owner of all Client Data. As such, Client Data shall be subject to regulation and examination by the appropriate auditors and regulatory agencies to the same extent as if such information were on Client's premises.

7.6. Citizen Support

Client assumes sole responsibility for providing all support services to Citizens, and shall be the sole contact for all support requests from Citizens. Client shall not refer any Citizen to Vendor directly for support requests, but may communicate such requests to Vendor together with contact information for the requesting Citizen. Vendor may, in its discretion, respond directly to the Citizen or provide a response to Client, and may deem any such response support not covered by regular Maintenance and Support to be billed as an additional fee to Client at Vendor's normal hourly rates.

7. CLIENT RESPONSIBILITIES.

Client acknowledges that operation of the Subscription Services requires Client's effort and cooperation, and that in addition to its other obligations under this Addendum, Client assumes the following responsibilities:

7.7. Credit Card Charge-backs

Client assumes liability for, and indemnifies Vendor and its agents, against any claims or charges by any bank or credit card company for charge-backs related to any Citizen payment via the Service, and any claims or charges by any bank or credit card company for online payment processing fees related to online payments to Client.

7.1. Set-Up, Training.

Client shall use its best efforts to facilitate and participate in Third Party Vendor's service set-up activities, and will afford Vendor and Third Party Vendors reasonable access to information, equipment and facilities upon request. Client shall require all of Client's personnel who use the Subscription Services to complete any training prescribed by Vendor or Third Party Vendor at the time of implementation. Subsequent training of new personnel after implementation is not included in this Addendum.

7.8. PCI and Red flag Compliance

As between Vendor and Client, Client shall be solely and exclusively responsible for ensuring that all transactions processed through Subscription Services comply fully with the Payment Card Industry ("PCI") Data Security Association Requirements and with the "red flag" requirements of the Fair and Accurate Credit Transactions Act ("FACTA"). Client will indemnify and hold Vendor harmless for any and all liabilities and damages the Vendor incurs as a result of Client's failure or alleged failure to comply with PCI or FACTA requirements.

7.2. Equipment Maintenance

Client shall maintain hardware and software, including non-Vendor hardware or software, at Client's site as recommended by Vendor for operation and use of the Subscription Services. Client, at its expense, shall also maintain its own website, which shall feature a hotlink icon by which Citizens can access the Subscription Services, to the extent necessary for the operation and use of the Subscription Services. Vendor may, at its discretion, provide a standard web page that appears to belong to Client but is actually housed on Vendor's website.

7.9. Upgrades and Service Packs

Client understands and agrees that periodically Upgrades and Service Packs will be applied to the Products as deemed necessary by the Vendor and at the Vendor's sole discretion. Vendor will provide notification to Client in a timely manner prior to any Upgrades or Service Packs being applied.

7.3. Account Access, Creation and Termination

Client shall exercise control over all administrative account access, creation and termination, and shall be solely responsible for, creating or terminating accounts, and for allowing Citizens to open accounts, and for controlling account and password security. Third Party Vendors may restrict access to each Citizen account to users who enter the assigned account password, but otherwise Vendor shall not be responsible or liable for controlling access to or misuse of accounts.

8. TERM; DEFAULT; RENEWAL

7.4. Monitor and Store Data

Client shall verify account data accuracy on a regular basis, and assumes sole responsibility for maintaining data backup systems of systems located at the client site or managed and maintained but the client.

8.1. Term

This Addendum is effective upon execution and shall continue for a term as set forth in the Order Form, (the "Initial Term"). This Addendum will automatically renew at the end of the



Initial Term or any subsequent term for an additional term of 12 months. The Client must notify the vendor within 30 days of the end of a Term that they wish to terminate this Addendum.

reported Material defect, failure or other breach. CLIENT AGREES THAT THE FOREGOING LIMITED WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES AND VENDOR DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS OR ADEQUACY FOR ANY PARTICULAR PURPOSE OR USE, QUALITY, PRODUCTIVENESS OR CAPACITY, OR THAT THE OPERATION OF THE SOFTWARE PRODUCTS WILL BE UNINTERRUPTED OR ERROR-FREE.

8.2. Termination

Either party may terminate this Addendum upon delivering notice of termination provided that;

- 8.2.1. Client has fulfilled the Term of the Order form, and notice is delivered at least ninety(90) days prior to the following renewal year, or;
- 8.2.2. Any material breach of this Addendum by the other party has occurred and notice is provided including the following;
 - 8.2.2.1. sets forth the grounds for termination, and;
 - 8.2.2.2. gives the breaching party ninety (90) days to cure the breach, and;
 - 8.2.2.3. Notwithstanding that a party gives notice of termination, such termination shall not be effective if the breach is cured prior to expiration of the ninety (90) day notice period, and the terminating party is notified of the cure within the notice period.

10. OWNERSHIP: PROPRIETARY PROTECTION

Nothing in this Addendum, the Master Agreement, or any other Addenda provides Client with title to or ownership of any Software Product, but only a limited access to use the Products consistent with the limitations identified in this Addendum. Vendor shall have sole and exclusive ownership of all right, title and interest in and to the Software Products and User Materials, all copies thereof, all derivative works, and all related material generated from the Software Products, with the exception of Client Data, but including material displayed on the screen such as icons, screen displays, etc. (including ownership of all copyrights, trademarks and other intellectual property rights pertaining thereto), whether created by Vendor or any other party, subject to the rights of Client expressly granted herein.

9. LIMITED WARRANTY

Vendor warrants that it has title to the Software Products and that it has full authority to grant access to Client. Vendor also warrants that, as to each Application, for a period of ninety (90) days from the date of Client's acceptance of the Application, the Application will function in Material conformity with the Specifications. Vendor makes no warranty regarding the usability or convertibility of any of Client's data, the suitability of the Software Products for Client's needs, or any performance problem, claim of infringement or other matter to the extent attributable to any use or modification of the Software Products, or combination of the Products with any other computer program or communications device. Additionally, each Software Product is subject to the stability and capability of the Client's existing operating system(s). VENDOR DOES NOT WARRANT THAT THE SOFTWARE WILL OPERATE PROPERLY WITH OTHER HARDWARE OR SOFTWARE. Determination of breach of the foregoing limited warranty or default under this Section shall be subject to the notice and cure provisions of Section 8 of the Master Agreement, and upon receipt of written notice of breach of warranty, Vendor shall be afforded a period of one hundred and twenty (120) days to cure the

IN WITNESS WHEREOF, each of the parties hereto has caused this Addendum to be executed in duplicate by its duly authorized officer or representative.

Vendor: Springbrook Software, Inc.
 By: _____
 Name (Print): Tim Rosener
 Title: Vice President, Implementations
 Date: _____

Client:
 By: _____
 Name (Print): _____
 Title: _____
 Date: _____

SPRINGBROOK SOFTWARE SOFTWARE MAINTENANCE ADDENDUM

This Addendum sets forth additional terms and conditions applicable to Product Maintenance Services purchased by City of Lake Stevens ("Client") from Springbrook Software, Inc. ("Vendor") pursuant to the Master Client Agreement ("Master Agreement") entered into by Vendor and Client. Capitalized terms used in this Addendum but not defined herein will have the meanings set forth in the Master Agreement or in the Software License Agreement Addendum.

GENERAL TERMS AND CONDITIONS

1 DEFINITIONS

Capitalized terms in this Addendum mean the following unless specifically defined elsewhere in this Addendum.

"Enhancement" any change to a Software Product that the Vendor, in its sole discretion, has determined will become part of the Software Product, including any modification or addition that, when made or added to a Software Product, materially changes its utility, efficiency, functional capability, or Output, but that does not constitute solely an Error Correction, and does not constitute a New Product Release. Vendor may designate Enhancements as "Major Enhancements" or simply as "Enhancements," depending on Vendor's assessment of their value and of the function added to the Software Product or Application. A "Major Enhancement" is a substantial rewrite of an Application or a Software Product.

"Temporary Fix" means an initial correction or "fix" to a problem in the Software Products prior to the release of an Error Correction.

"Error Correction" means either a modification or an addition that, when made or added to the Software Products, brings the Software Products into material conformity with its Specifications, or a procedure or routine that, when observed in the regular operation of the Software Products, avoids the practical adverse effect of such nonconformity.

"Maintenance Fees" means Fees paid by Client on a periodic basis to purchase the Product Maintenance Services under this Addendum. These Maintenance Fees are subject to the Terms and Conditions of the Master Agreement are considered "Fees."

"New Product Release" means either the total rewrite of an Application or new version(s) of the Software Products (including, without limitation, offering of an Application in a new language), the offering of new suites of Applications or databases, generally packaged as a separate module, and which may incorporate Error Corrections and/or Enhancements. A New Product Release shall be distinguished from an Enhancement by Vendor's determination, based on Vendor's assessment of the New Product's value and of the function added to the Software Products or an Application.

2 SCOPE OF MAINTENANCE AGREEMENT.

Client has purchased access to certain Software Products from Vendor and Client wishes to have Vendor maintain and support Client's use of those Software Products. Vendor and Client therefore agree as follows:

2.1 Scope of Support Services

- (a) As long as Client is current on Maintenance Fees, Vendor agrees to provide "Basic Support Services" in support of the Product. Basic Support Services shall consist of:
- (b) a toll-free line plus Internet access to Vendor's support department during Vendor's normal hours of operation to answer questions about the Software Products and help resolve issues not related to Error Corrections as defined below; and

- (c) After hours support during hours other than Vendor's normal hours of operation. Client will pay for after hours support at Vendor's standard hourly rates for after hours support, or as documented on the appropriate Order Form or Statement of Work.

2.2 Scope of Product Maintenance Services

As long as Client is current on Maintenance Fees, Vendor agrees to provide Product Maintenance Services in support of the Software Products as set forth in the applicable Order Form. Product Maintenance Services shall consist of:

- (a) Error Correction. Vendor will use all reasonable diligence to correct verifiable and reproducible errors in Software Products that are not performing in accordance with the Specifications. Error Corrections will be made within a reasonable time period after reported to Vendor. The Error Correction, when completed, may be provided in the form of a Temporary Fix or, in Vendor's discretion, a work around may be provided in the form of recommended alternate methods of using the Software Products.
- (b) Changes in State and Federal Reporting Requirements. Vendor will provide Enhancements needed to conform to state and federal reporting requirements, including changes to tax tables and routine forms, as changes become effective. Product Maintenance Services under this Addendum do not include updates to conform to any changes in local governmental regulations, including without limitation changes in utility billing rates, reports or methods. Vendor reserves the right to determine final form of State and Federal reporting functionality to ensure that functionality meets the requirements of the controlling regulation and all clients within the scope of said regulation. Enhancements to meet local needs are not included in this Service.
- (c) Service Packs. Vendor may, from time to time, issue routine minor releases of the Software Products, known as service packs, which contain Error Corrections, to Clients who have Software Maintenance Addenda in place. Installation of Service Packs is provided at no charge to Client if completed over the Internet. Installation of routine releases, Service Packs, and Enhancements by Vendor at Client's site will be billed to Client at Vendor's then-current hourly rate.
- (d) Discounts on Major Enhancement Releases. Vendor may, from time to time, offer Major Enhancements to Client. To the extent Vendor offers such Major Enhancements, Vendor shall permit Client to gain access to each Major Enhancement for each designated User of the Software Products or Application being maintained under this Addendum at the discount then specified by Vendor.

2.3 Limitation of Support and Maintenance Services

The following is not covered by this agreement:

- (e) Training, data conversion, Consulting Services, and project management services (whether onsite or offsite);
- (f) Maintenance or support services resulting from any problem resulting from Client's deliberate or inadvertent misuse, alteration

(including local reports written by the Client), or damage of the Software Products;

- (g) Support of operating systems; support of non-Vendor software (including but not limited to spreadsheets, word processors, general office software, and report writers (including Crystal Reports, except for the standard Springbrook reports written in Crystal));
- (h) On-site management services for Upgrades or Major Enhancements;
- (i) Providing or recommending internal controls or balancing Client's books;
- (j) Any training, consulting, implementation management services, and data conversion services required on an individual Client basis for Major Enhancements (whether onsite or offsite);
- (k) Any set up, support for and maintenance of additional production databases (whether onsite or offsite);
- (l) Travel (including travel time) and living expenses for training, or any other onsite support or services;
- (m) New (additional) Product license and service fees.
- (n) Client is responsible for testing Client-specific modifications or Custom. Services associated with upgrading or migrating Custom to new release levels is not included in this agreement.

3 CLIENT RESPONSIBILITIES

Under this Addendum the Client is responsible for items not specifically assigned to the Vendor, including the following:

3.1 Cooperation of Client.

Client agrees to notify Vendor promptly following the discovery of any error. Further, upon discovery of an error, Client agrees, if requested by Vendor, to submit to Vendor a listing of Output and any other data that Vendor may require in order to reproduce the error and the operating conditions under which the error occurred or was discovered. Vendor shall treat any such data as confidential.

3.2 Vendor Access

Client agrees to provide and maintain a means for Vendor to remotely access and maintain the Software Products. This access will include the following:

- (o) Appropriate Vendor approved software that will allow Vendor support personnel to access the Client's server environment for the purposes of set-up of Products, troubleshooting and problem resolution;
- (p) Client will allow Vendor personnel to access Products with administrative level access;
- (q) Client is responsible for maintaining the security of any access solution; and
- (r) Vendor's failure to provide services under this Addendum as a direct result of Client's failure to provide access to Vendor will not constitute a breach of this Addendum.

3.3 Key Client personnel replacement

If key Client personnel replacement occurs, Vendor reserves the right to require that the new employee(s) acquire Vendor-required training. Vendor offers free training at Vendor's Portland Training Center to all new department heads and one (1) new primary user per year for Products purchased by the Client. Vendor may, in its discretion, raise the Maintenance Fees payable by Client by up to ten percent (10%) each year if Client does not provide training to all applicable users who call in to Vendor for support.

3.4 Additional Costs not covered by this Addendum.

Vendor reserves the right to bill hourly for maintenance and support

outside of the Products and Services listed in Section 2.1. Among other things, Vendor will bill Client on an hourly basis for the following services;

- (a) Support or maintenance in cases where repeated operator-produced error by the same user continues to occur despite notification to Client;
- (b) Support and maintenance services associated with applications not purchased by Client from Vendor, as documented in an appropriate Order Form or Statement of Work;
- (c) Support and maintenance services outside the scope of this Addendum;
- (d) Support and maintenance services necessitated by Client's failure to provide adequate internal controls to ensure the accuracy and appropriate use of the Products and compliance with local, state and federal regulations and auditors requirements;
- (e) Support and maintenance services associated with Client's failure to provide adequate internal controls to ensure the accuracy and appropriate use of the Products;
- (f) Costs associated with Client's creation or modification of data in Vendor's database except through the appropriate use of Vendor Products;
- (g) Costs associated with Client's own actions to integrate Vendor Products with applications or services not purchased from Vendor;
- (h) Costs associated with Client's failure to meet the terms and conditions of section 3 of this Addendum;
- (i) Costs associated with additional labor or out of pocket expenses incurred while providing support to Client in cases where Vendor has requested but Client has denied remote access into a user workstation or the server housing Vendor's Products; and
- (j) Labor and travel costs associated with providing on-site for services covered by this Addendum.

4 MAINTENANCE FEES

4.1 Failure to pay Maintenance Fees

If Client fails to pay Maintenance Fees as specified in the applicable Order Form or Statement of Work, Vendor reserves the right to suspend all Services under this Addendum. If Client's account is placed on hold due to failure to pay Maintenance Fees, Vendor will suspend all Services under this Addendum. Client's account will not be taken off hold until the following occurs:

- (a) A "Reconnect" fee consisting of 10% of the full year annual maintenance amount is paid; and
- (b) All outstanding Fees are paid in full.

4.2 Maintenance Fees

Vendor reserves the right to increase Maintenance Fees by up to 5% each year.

5 USE AND RESTRICTIONS.

Error Corrections, Enhancements, New Product Releases and any other programming provided by Vendor, regardless of its form or purpose shall be considered part of the Software Products for purposes of determining the parties' rights and obligations related thereto pursuant to the Software Hosting and Subscription Agreement Addendum and this Addendum. Vendor shall have sole and exclusive ownership of all right, title and interest in and to such works (including ownership of all copyrights, trade secret rights and other intellectual property rights pertaining thereto), subject to the terms and conditions of the Software Hosting and Subscription Agreement Addendum.



IN WITNESS WHEREOF, each of the parties hereto has caused this Addendum to be executed by its duly authorized officer or representative.

Vendor: Springbrook Software, Inc.

Client:

By: _____

By: _____

Name (Print): Tim Rosener

Name (Print): _____

Title: Vice President, Implementations

Title: _____

Date: _____

Date: _____



SPRINGBROOK SOFTWARE SUPPLEMENTS TO GENERAL TERMS AND CONDITIONS

This supplement sets forth additional terms and conditions applicable to any agreements between the City of Lake Stevens ("Client") and Springbrook Software, Inc. ("Vendor"), including, without limitation, the Master Client Agreement ("Master Agreement") and any Addenda to that agreement entered into by Vendor and Client. Capitalized terms used in this Addendum but not defined herein will have the meanings set forth in the Master Agreement.

1 SUPPLEMENTS, ADDITIONS AND AMENDMENTS TO THE MASTER AGREEMENT

Section 9.3 "Obligations Upon Termination" shall be amended to read:

Upon the termination or expiration of this Agreement:

- (a) Client shall promptly pay in full all outstanding payments due to Vendor (but in any event, no later than ten (10) business days following the date on which termination or expiration is effective);
- (b) Has been intentionally deleted.
- (c) Client shall remove all copies of the Software from its computer systems which have not been perpetually licensed and paid for in full. The expiration or termination of this Agreement does not relieve either party of any obligations that have accrued on or before the effective date of the termination or expiration.

2 SUPPLEMENTS, ADDITIONS AND AMENDMENTS TO THE SOFTWARE MAINTENANCE ADDENDUM

Section 3.3 "Key Personnel Replacement" shall be amended to read:

If key Client personnel replacement occurs, Client will ensure that new staff is trained to perform the necessary obligations of employee's job. In the event that Client is unable to provide training to meet employee needs, Vendor and Client will work together to provide employee access to the necessary training, whether remote, onsite, or at the Springbrook offices. Vendor offers free training at Vendor's Portland Training Center to all new department heads and one (1) new primary user per year for Products purchased by the Client. Vendor may, in its discretion, raise the Maintenance Fees payable by Client by up to ten percent (10%) each year if Client does not provide training to all applicable users who call in to Vendor for support.

Section 4.2 "Maintenance Fees" shall be amended to read:

Vendor reserves the right to increase Maintenance Fees by up to 5% each year upon annual renewal, for services provided after the initial term described in the Order Form.

3 SUPPLEMENTS, ADDITIONS AND AMENDMENTS TO THE HOSTED AND SUBSCRIPTION SERVICES LEVEL ADDENDUM

Section 7.2 "Monitor and Store Data" shall be amended to read:

Client shall verify account data accuracy on a regular basis. Client shall immediately inform Vendor of any account data inconsistency, errors or corruption.

IN WITNESS WHEREOF, each of the parties hereto has caused this addendum to be executed by its duly authorized officer or representative.

Vendor: Springbrook Software
 By: _____
 Name (Print): _____
 Title: _____
 Date: _____

Client: City of Lake Stevens
 By: _____
 Name (Print): _____
 Title: _____
 Date: _____

Products and Services

Application/Products	Application License Fees	Training, Imp. & Consulting	Project Management
Finance Suite (GL, AP, ACH, Bank Rec, Bdgt)	Included	Included	Included
Extended Budgeting & Forecasting	Included	Included	Included
CAFR & GASB Rpt'g via Query Manager & Visual Rpt'g Tools	Included	Included	Included
AP Electronic Check Signature	Included	Included	Included
AP MICR Code -1 Check	Included	Included	Included
Positive Pay (AP)	Included	Included	Included
Purchase Orders	Included	Included	Included
Payroll	Included	Included	Included
PR Electronic Check Signature	Included	Included	Included
Payroll MICR Code - 1 Check	Included	Included	Included
Positive Pay (PR)	Included	Included	Included
Extended Payroll	Included	Included	Included
Central Cash Management/Point Of Sale <i>(Assumes Training @ Single Location)</i>	Included	Included	Included
Document Attachment & Cataloging	Included	Included	Included
Integrated Report Archival	Included	Included	Included
Application Server Tier	Included	Included	Included
Access Agents	Included	Included	Included
Business Process Study	Included	Included	Included
Chart of Account Conversion	Included	Included	Included
GL Transaction Balances Conversion	Included	Included	Included
Payroll Master Conversion (does not include history)	Included	Included	Included
Vendor Master Conversion	Included	Included	Included
Services (normal contract terms)	\$90,180		
Year 1 Annualized Fee (Includes Licenses, Annual fees and Cloud) (Note: 1st Year Annual Maintenance Fees waived)	\$9,553		

- Includes 6 Hosted Core Users, and up to 100 Ultra Casual users Licenses.

Terms of Conversion Services

Definitions

Masters: static information and data, based on a single individual or entity. An example of a Master file is Customer, Employee or Vendor contact information.

History: Information that is updated or added on a regular basis that is tied to a Master File. An example of History includes Checks, Billings or Receipts.

Data Transfer Options

Option 1: The first method for data transfer is a manual process whereby the Client hand keys data from their legacy system directly into the Springbrook database. Some data entry is part of the training process. There are no fees outside of the fixed fee consulting associated with this method.

Option 2: When available, the Client may import data using one of Springbrook's standard templates with the assistance of administrative tools to complete the transfer. The Client will receive consulting assistance to accomplish this, and it is part of the consulting fees.

Option 3: The third data transfer option is what Springbrook considers a Conversion. This process involves the Client providing data in required formats, with the consulting assistance of SSI staff, and then having Springbrook's development staff programmatically move data into the SSI system. Conversion services which the Client has opted for are listed in the above table. In this option the following is required to be within the scope of services.

Client Requirements

- Client must perform all data extraction from their legacy system and populate Springbrook's then current Standard Templates. Standard Templates and field listings are available for review by client upon request.
- Client must validate the accuracy of data. Data in legacy system which is incorrect or does not balance will need to be altered by Client, or incorrect results will be carried through to new system.
- Client must provide data according to the schedule mutually agreed upon with Project Manager, or project may incur changes to schedule or additional fees. Client must provide field descriptions and/or definitions For data that is being extracted from the legacy system

Vendor Requirements

- Vendor will evaluate data provided from client to ensure that all required fields have been populated, that the formats provided meet the necessary criteria, and the limitations of field ranges.
- Vendor will provide consulting services to assist client in analyzing data inputs meet criteria specified, and assist in testing to validate inputs are converted correctly to the SSI System.
- Vendor will provide a secure method for electronic data transmission.
- Vendor will ensure that all data provided in finalized templates are converted correctly into the corresponding fields or tables within the Springbrook applications.
- Once Client has offered final approval of data sets, Vendor will provide three (3) data conversions into the Live UB System and one (1) data conversion into the Live system for all other Applicable as specified on table above.

Limitations of Conversions Services

- Unless otherwise specified and agreed to, Vendor will not consult on or assist in the removal of data from Client legacy system.
- Vendor cannot convert data from legacy system which is not available in a corresponding field.
- Vendor cannot convert data into fields which exceed the maximum database field limitations.
- The services listed above do not include consulting or data manipulation for the purpose of supplying the Client with information the Client didn't previously have access to.
- Data requested to be converted after agreed to live conversion will be considered out of scope, and will require a change order, and be subject to additional fees.

All current templates and field listings are available on the Springbrook website, and included herein by reference.

Payment Schedule

Year 1	\$10,306 Training	Due upon signing
	\$4,515 Training	Due upon Acceptance of Statement of Work
	\$4,515 Training	Due upon Completion of Setup Phase
	\$4,515 Training	Due upon Go-Live Acceptance
	\$28,661 Services	Due upon signing
	\$12,557 Services	Due upon Acceptance of Statement of Work
	\$12,556 Services	Due upon Completion of Setup Phase
	\$12,556 Services	Due upon Go-Live Acceptance
	\$4,128 (Cloud/Maintenance)	Due upon signing
	\$1,808 (Cloud/Maintenance)	Due upon Acceptance of Statement of Work
	\$1,808 (Cloud/Maintenance)	Due upon Completion of Setup Phase
	\$1,808 (Cloud/Maintenance)	Due upon Go-Live Acceptance
Year 2	\$9,553 (Cloud/Maintenance)	
Year 3	\$9,553 (Cloud/Maintenance)	
Year 4	\$9,553 (Cloud/Maintenance)	
Year 5	\$9,553 (Cloud/Maintenance)	
Year 6	\$13,500 (Cloud/Maintenance)	
Year 7	\$13,905 (Cloud/Maintenance)	
Year 8	\$14,323 (Cloud/Maintenance)	
Year 9	\$14,752 (Cloud/Maintenance)	
Year 10	\$15,195 (Cloud/Maintenance)	

*Prices listed above are fixed price for the products and services on page 1 for a term of 10 years. Initial payment for Year 1 is due upon signing, and each subsequent annual payment shall be due upon the annual anniversary date thereafter.

This Order Form shows applications Client has purchased and the amount charged for each, the cost for implementation services, and the accompanying current maintenance costs. By signing the Order Form, Client is agreeing to purchase these applications under the umbrella of the original master agreement and the associated addenda in addition to any terms described in this agreement to be executed between Client and Vendor and to the prices contained herein. Pricing is based on standard contract. Deviations from standard contract terms may result in modified prices. Order Form assumes all products to be implemented under the scope of a single project. Client caused project delays or requests to implement modules separately may require a change order and additional services fees. Training and Business Process Study (BPS) Estimates do not include travel time or travel expenses. **Investment will vary based on number of users, servers and GB being backed up.

Vendor: Springbrook Software, Inc.

Client: City of Lake Stevens

By: _____

By: _____

Name (Print): Tim Rosener

Name (Print): _____

Title: Vice President, SBD

Title: _____

Date: _____

Date: _____

AP Contact: _____

AP phone number: _____

Client Fiscal Year: _____



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LAKE STEVENS CITY COUNCIL
STAFF REPORT

Council Agenda Date: 11 February 2013

Subject: Lake Stevens Phosphorus Management Plan

Contact	Mick Monken	Budget Impact:	See
Person/Department:	Public Works		Attachment
			Plan

RECOMMENDATION(S)/ACTION REQUESTED OF COUNCIL: (Discussion only) Update of Approved Phosphorus Management Plan.

SUMMARY/BACKGROUND: The Draft Phosphorus Management Plan (Plan) was presented for discussion with the Council at the 10th December 2012, 14th January 2013, and 28th January 2013 meeting. The discussion point of this item was how the Phosphorus loading of Lake Stevens will be dealt with into the future. At the 28th January Council meeting, the draft Plan was approved for implementation and staff was directed to provide a breakdown on the costs in the final Plan for the implementation of the education portion of the Plan. (The draft Plan did provide costs for the internal loading options but excluded a cost breakdown for external loading and phasing out the aerator.) This information is included in the final Plan attached. The updates to the Plan include:

1. The Recommendation section has been replaced with an Implementation Section and a Budget Summary. This provides the cost breakdown of each of the recommendations.
2. Exhibit B Financial Plan has been incorporated into the Plan as Attachment C. The two tables have been updated to reflect Alum treatment only and has a designated annual contributions towards the removal of the aerator.
3. Attachment D, Conservation Service Corps Education Proposal, has been added to the Plan.

To begin implementation of the Plan, Snohomish County will need to execute an amendment to the ILA for lake management followed with a City budget amendment that must be approved by the City Council. Staff is current in coordination with Snohomish County on the ILA.

APPLICABLE CITY POLICIES:

BUDGET IMPACT: See Attached Plan Budget Summary

ATTACHMENTS:

- ▶ Exhibit A: DRAFT Phosphorus Management Plan

EXHIBIT A



PHOSPHORUS MANAGEMENT PLAN 2013



(Algae bloom June 2012)

Revision: 6 February 2013

PLAN PURPOSE

This phosphorus management plan defines: the existing condition of the lake and watershed; options to address these conditions; and a implementation plan to provide for short and long term solutions to the excessive phosphorus loading of Lake Stevens. The plan services as a guide document and will be used for funding consideration.

PROBLEM STATEMENT

Lake Stevens continues to have an influx of internal phosphorus loading from the lake's sediment and external phosphorus loading from the surrounding watershed¹. While phosphorus is important to the health of the lake, high levels of phosphorus can result in water quality deterioration and unwanted algae blooms. The aerator has provided an acceptable level of phosphorus reduction resulting from internal loading from the lake's sediment since 1994. However, the long-term viability of aeration as the single treatment method for excessive phosphorus is unsustainable because there is not enough iron in the water and the sediments to bind all of the phosphorus in the lake. In addition, the aerator is very costly to operate and maintain and it is approaching the end of its life-span. With or without the use of the aerator, lake conditions will deteriorate unless a suitable in-lake treatment plan is implemented to help reduce phosphorus levels (TetraTech, 2009). The photo below shows a blue-green algae bloom that occurred in the spring of 2012 when oxygen levels were still high within the lake. This is an indicator of high phosphorus levels in the water column.



Figure 1 - June 2012 Algae bloom condition – indication of high phosphorus suspended in the water.

¹ “Loading” refers to input of a nutrient per unit of time.

BACKGROUND

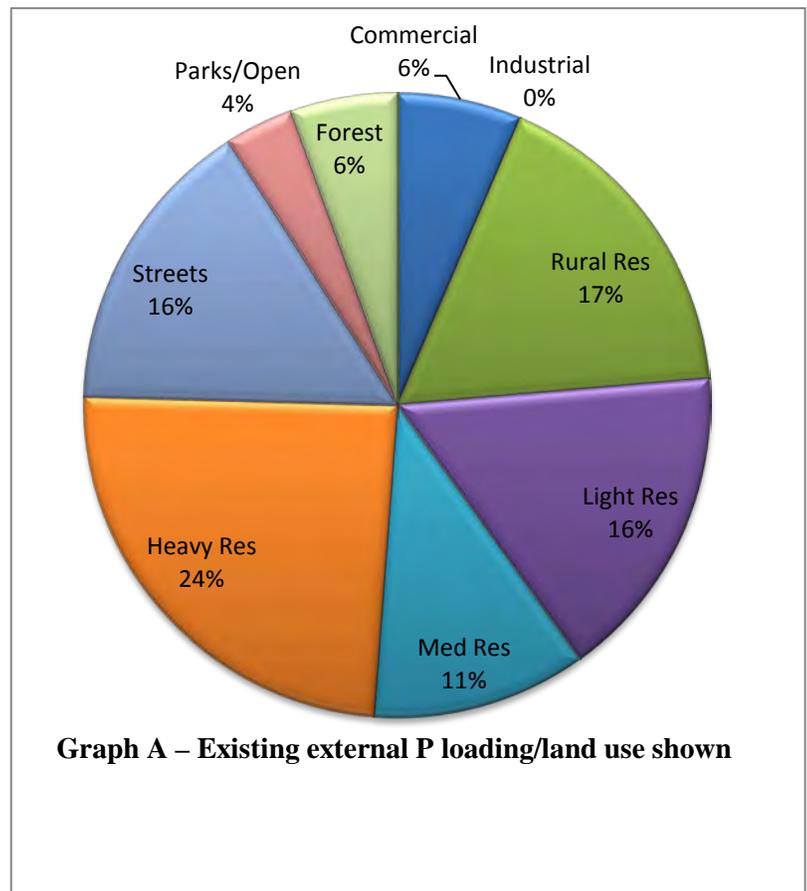
Lake Stevens is the largest natural lake in Snohomish County. The lake covers 1013 acres, and has an average depth of 62 feet (19 meters) and a maximum depth of 150 feet (46 meters). Lake Stevens is fed by Stevens, Lundeen, Kokanee, and Stitch creeks, which comprise the major sources of water feeding the lake. The Lake Stevens watershed area covers 4,536 acres including the lake's surface. This 4:1 watershed to lake ratio indicates a relatively small drainage basin for a lake of this size. The outfall of the lake drains into Catherine Creek and then to the Pilchuck River.

From the 1950's and into the 1980's, Lake Stevens experienced frequent algal blooms, a decline in water clarity, and poor water quality due to increases in phosphorus loading. Initially, external loading was due to forestry and agricultural practices, and in later years, nutrients came from housing and commercial developments (Snohomish County 2008). Internal loading was occurring simultaneously from a natural chemical cycling process involving phosphorus and iron. In the presence of oxygen, phosphorus binds with iron and remains in the sediment. During the warmer summer months, the sediment in the lake doesn't receive enough oxygen and the chemical reaction which originally immobilized phosphorus reverses, releasing phosphorus from its bond with iron. In 1994 an aerator system was installed to maintain the required dissolved oxygen levels in the bottom waters of the lake (the hypolimnion) to sustain iron and phosphorus bonding during months when oxygen levels at the lake bottom dropped.

Phosphorus is essential for plant and animal life in an aquatic ecosystem, however an excess of this nutrient acts as a fertilizer and stimulates the growth of algae. This increase dramatically accelerates the rapid growth and death of blue-green algae that clouds water, reduces dissolved oxygen, and can poison fish and wildlife – causing a threat to the health and overall quality of the lake and its surrounding environment (Ecology, 2011).

PHOSPHORUS SOURCES

Phosphorus is an element that is found in rocks, soils, and most life forms. It is a natural occurrence and important element to the life cycle of most organic life. As with most lakes, the phosphorus in Lake Stevens comes from internal and external loading sources. Internal loading comes from phosphorus that is already in the lake's sediment. In a review performed by Tetra Tech in 2012, it is estimated the average internal phosphorus load is 432 kg/year (952 lb/year).



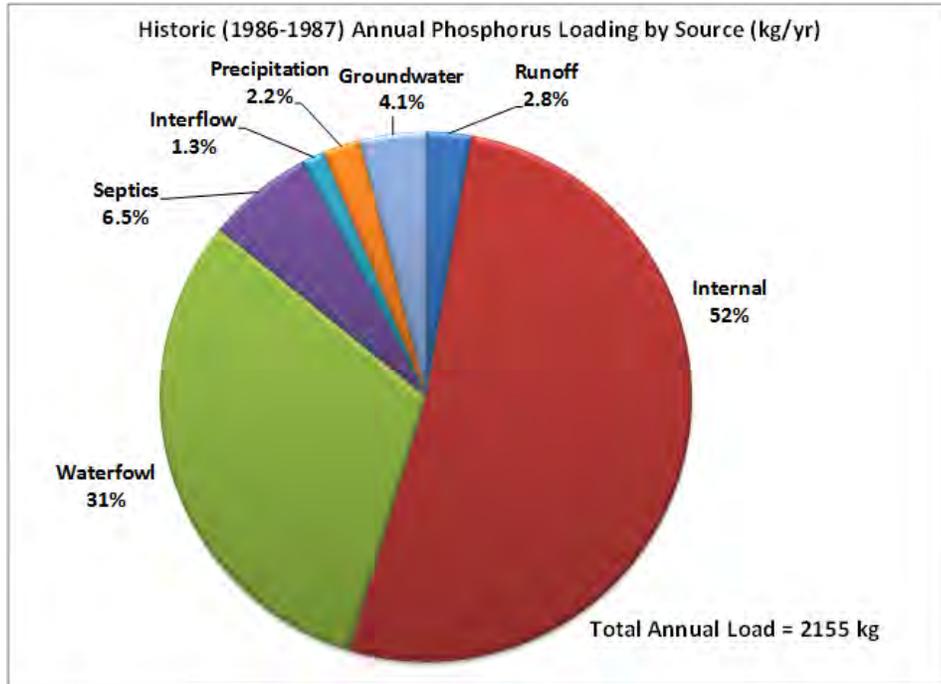
As described above, phosphorus that has settled over time in the lake bottom can be released back into the lake water when dissolved oxygen levels are low, causing the iron-phosphorus bonds to break apart. This process is also known as phosphorus cycling. Phosphorus can also be released in both deep and shallow water when organic matter breaks down. This can occur even when oxygen levels are high.

Although a small amount of external loading may come from natural sources such as the erosion of rocks and soils (where phosphorus originates) and plant and animal decay, the majority of external phosphorus is imported into the lake from other sources. The imported sources comes from such things as fertilizers, runoff from roofs, driveways, roads and other hard surfaces, soil erosion from land clearing, dirt collected on vehicles, leaking septic/sewer waste, water fowl and from pets and livestock. While the exact amount of external phosphorus loading is not known, an estimate was prepared by TetraTech in 2012 using current land uses and published loading coefficients for land-use types in King County. The results are shown in Graph A and Table 1.

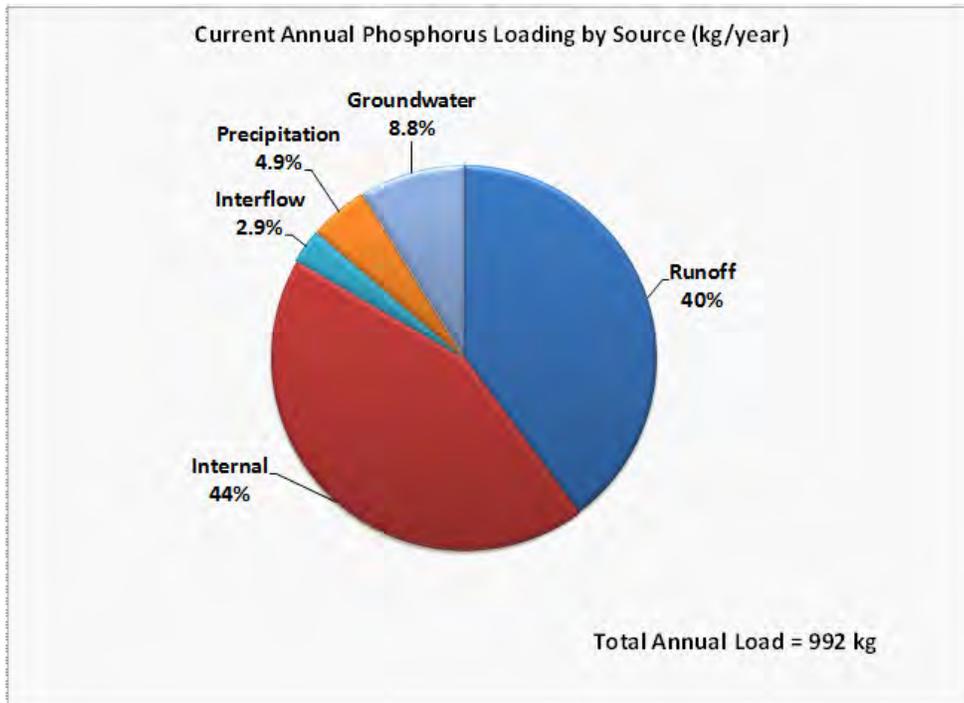
Table 1. Estimated Existing External TP Loads per Land-use Area (Tetra Tech 2012)

Land-use Categories	Existing Phosphorus Loads kg/yr (lbs/yr)
Commercial (Office/Commercial/Business)	25.2 (56)
Industrial	0.0 (0)
Light Rural Residential (<1.0 units/acre)	68.0 (150)
Light Urban Residential (1.0 to 4.0 units/acre)	65.0 (143)
Medium Urban Residential (4.0 to 6.0 units/acre)	43.8 (97)
Heavy Urban Residential (>6.0 units/acre)	95.8 (211)
Streets/ROW	61.2 (135)
Park/Open Space	14.2 (31)
Forested	21.8 (48)
Open Water	0.0 (0)
TOTAL PHOSPHORUS LOAD	395.1 (871)

From this table it is estimated that approximately 70% of the external loading comes from residential land uses with approximately 15% from streets. Since 1986-87, external loading from the watershed has increased by 54% because of continuing development of homes and businesses. At the same time, the total phosphorus loading to the lake has decreased by 53% (see Graphs B and C). The overall decrease is a result of closing access to a local landfill by thousands of seagulls that used Lake Stevens and a reduction in internal loading from the lake sediments because of the success of the aeration system. Internal loading is now about 44% of the total phosphorus loading to the lake. These changes mean that external loading from runoff from developed areas accounts for a much larger portion of the phosphorus in Lake Stevens. Controlling both internal and external phosphorus loading will be important in maintaining the water quality of the lake.



Graph B – Total Phosphorus Loading by Source in 1986-87



Graph C – Total Phosphorus Loading by Source 2007-2011

AERATOR SYSTEM

The aerator's function is to provide oxygen to the sediment to maintain a phosphorus-iron bond and control the release of phosphorus from the sediment. During the summer months oxygen levels are depleted,

especially in the deeper water, and the aerator is activated to replenish the oxygen in the water column. The aerator typically operates from late June through October. The activation is determined based on oxygen level readings of the lake (performed by Snohomish County).

The cost to operate and maintain the aerator system is shared between the City and the County with the City covering the majority of the costs. The share paid by each agency is based on the amount of watershed area contributing to the lake. The annual cost to operate the aerator is approximately \$35,000 which includes power consumption and staffing. However, for the past six years the estimated average annual cost including maintenance (repairs) has been estimated at over \$110,000 per year.

In 2012, the aerator system in the lake stopped functioning when the float support structure failed. Emergency temporary repairs were performed to keep the aerator system from sinking but it was not operational following the work. The repairs to make the system operational were estimated to exceed \$100,000 and would take months to complete. In addition, it was discovered that there may be other problems with the system that could not be inspected until the initial operational repairs were completed. A decision was made by the City and County to reassess the continued operations of the aerator system prior to expending further funds on repairs.

PHOSPHORUS MANAGEMENT

A phosphorus managing strategy needs to focus on activities in the watershed and in-lake restoration techniques. According to Washington State Department of Ecology, lake management approaches fall into two categories: 1) the quick-fix; and 2) the long-term. The quick-fix is addressing the symptom, such as an algae treatment but does not address the underlying causes of the problem. A quick-fix being only a short term solution is not considered a good investment of resources. To be effective, a phosphorus management plan needs to be a long-term strategy and commitment.

Long-term management should consider the environmental, cultural, and biological factors affecting the lake and sets a priority on finding lasting solutions. It will require a coordinated effort of community groups, individuals, landowners, and the City and County.

It is important to understand that the phosphorus problem that Lake Stevens is experiencing is a combination of both internal and external loading. If the external source could be entirely eliminated, Lake Stevens would continue to have a phosphorus problem for possibly several decades. This is because phosphorus would continue to recycle within the lake from vegetation and animal life cycles, as well as release from the sediment, continuing the cyclic recurrence of algal growth, death, decay, and overall eutrophication² of the lake. Conversely, if only the internal loading is addressed, the phosphorus condition in the lake will improve but the introduction of new phosphorus would offset the initial benefits of the treatment. Therefore in order to be successful the program should strive to manage both external and internal nutrients.

Aluminum sulfate (alum) is the most commonly used nutrient inactivation chemical for lake projects. Managers may apply alum in small doses to precipitate water column phosphorus. When applied to water, alum forms a fluffy aluminum hydroxide precipitate called a floc. As the floc settles, it removes phosphorus and particulates (including algae) from the water column (precipitation). The floc settles on the sediment where it forms a layer that acts as barrier to phosphorus. As sediments release phosphorus, it combines with the alum and is not released into the water to fuel algae blooms (inactivation). Algal levels decline after alum treatment because alum addition reduces phosphorus levels in the water. (Except from Washington State DOE web site)

² Excessive richness of nutrients in a lake that stimulate excessive plant growth.

PHOSPHORUS CONTROL ALTERNATIVES

There are three basic alternatives to manage the phosphorus loading in Lake Stevens: 1) control internal loading within the lake; 2) reduce external loadings entering the lake; and 3) take no action. Within alternate one and two are possible options that can be considered standalones to accomplish some portion of the phosphorus control. A combination of option one and two is possible too.

Control Internal Phosphorus Loading

ID	Option	Discussion	Phosphorus Control	Estimated annual cost
IL 1	Operation of the aerator only	Aerator is near the end of its life span and has required annual repairs. It is expected that the aerator will need some major repairs in the next five years to keep it operational. The estimated annual cost for O&M is \$120,000 with an additional \$400,000 estimated for major repairs over the next five years. It may be possible to continue to extend the life of the system, vs replacement, by the performance of continued repairs and upgrades. While it is unknown the extent of this type of improvement needed to accomplish this, it is estimated that a set aside cost of \$200,000 annually should be budgeted (include O&M)	Controls phosphorus bonded with iron in deep water lake sediment, but testing has shown that there is not enough iron to bind all the available phosphorus. Does not control phosphorus suspended in water column. Aerator abilities to control new phosphorus loading are currently near capacity and algae occurrences are expected to increase.	\$200,000
IL 2	Aluminum sulfate (alum) Treatment only to water column	Aluminum is within the lake from natural occurrence. Addition of aluminum concentration in the lake water is an acceptable practice by the State DOE and would be applied to maintain the lake within EPA drinking water standards very shortly after application.	Controls phosphorus loading in water column. Over time, annual alum treatments can contribute to a permanent reduction of internal phosphorus loading from the sediment. Algae occurrences are expect to decrease shortly after an application.	\$100,000
IL 3	Aerator and Alum Treatment	Combination of Option IL 1 and IL 2. With the use of the aerator, alum treatment area could be reduced. However, this would result in some phosphorus remaining in the water column.	In the short term, results are expected to be a decrease in algae however, if a reduction in Alum is applied (over IL 2), the sediment could continue to release phosphorus from the deeper waters.	\$250,000 to \$300,000

Reduce External Source Loading – The following options were developed using information provided from the City of Bellingham for phosphorus control on Lake Whatcom in an effort to reduce algae. The cost-benefit is defined solely as phosphorus reduction though there may be other benefit (eg: street trees also have a benefit of shade, reduction in runoff, and aesthesis). The costs shown only reflect costs to the City and not to others such as developers.

ID	Option	Discussion	Cost Benefit \$/lb/P*
X 1	Reducing development land use	This could include the City’s acquisition of developable land for open space, down zoning, lot consolidation, and incentives for open space	\$190,000
X 2	Restoration of natural function of City land	City owned land would be restored to a natural condition such as re-forestation	\$50,0000
X3	Vegetated swales	Creation of bio-filtering swales	\$6,000,000
X 4	Rain garden	This could be a private or public bio-retention system that retains surface water runoff into a system that filters and infiltrates water on site. Due to soils conditions and water table levels, there are limited portions of the City where this could be used.	\$6,600,000
X 5	Street trees	Planting of street trees along open spaces on	\$9,405,000
X 6	Lawn replacement to bio-retention	Development of lands to retain water, similar to a rain garden, to prevent offsite runoff	\$5,000,000
X 7	Dry wells	This is not considered feasible due to ground conditions within the City.	NA
X 8	Infiltration trench	It is likely used on private property with very limited usage on public roads	\$318,000
X 9	Pervious pavement	New road construction would need to have both an infiltration system under the pavement and a off-site drainage system to accommodate higher volume storm events. The cost for maintenance of a pervious pavement for a roadway could be significant higher that a traditional paved roadway. Private parking is likely a good application.	\$1,111,000
X 10	Infiltration basin	Storm ponds would be the common application of this type and would be best applied to new development. Due to the City’s high water table and soil conditions, this application would be limited.	\$172,721
X 11	Rainwater reuse	Benefits would be too low to estimate a cost to benefit number	NA
X 12	Onsite dispersion	This could be a private or public system that retains surface water runoff into a system that filters and infiltrates water on site. Due to soils conditions and water table levels, there are limited portions of the City where this could be used.	\$4,853,000
X 13	Media filters	Installation of filtration systems would need to be installed at key locations prior to entering the streams. This would be difficult to provide an effective system due to the high number in outfalls.	\$258,000

X 14	Sizing culverts to eliminate erosion	Benefits would be too low to estimate a cost to benefit number	NA
X 15	Street sweeping	The City performs this service regardless of the phosphorus benefit so cost is considered part of existing operation budget.	\$28,500
X 16	Stream erosion control	Could provide indirect phosphorus reduction. Would be very time consuming to investigate and permit for work.	NA**
X 17	Ban phosphorus fertilizer	New State law bans use and sale of phosphorus in lawn fertilizers except for new lawns or where a soil test shows the need for phosphorus.	NA**
X 18	Watershed signs	Education effort to post signs around City. Estimate 300 sign placements. Estimated material cost \$24,000. Staff time is not included.	NA**
X 19	Mass mailing	Preparation and mailing of education material. Mailing could be included in a utility billing. This assumes the cost of printing. Estimated material cost \$3,000/year. Staff time is not included.	NA**
X 20	Online information	Post information on the City's web page	NA**
X 21	Newspaper articles	A press release a few times a year reminding the public of the impacts of phosphorus into the lake and methods to help reduce it.	NA**
X 22	Video presentations	This could be performed through the High School which has video capacity. This would then be posted on the City's cable site (Channel 21).	NA**
X 23	Community events	This is currently being practiced. The City has generated several handout flyers that are provided during community events when the City has a booth setup.	NA**
X 24	Onsite training	This would likely be in partnership with Snohomish County that is set up to provide this type of service to contractors, developers, and the general public. This would require a ILA with the County and it is anticipated that the City would share in the cost for staffing and information. It is estimated that this would be in the range from \$6,000 to \$20,000/year.	NA**
X 25	Resident contacts	Enforcement or education efforts to contact individuals based on observations or suspected practices that are generating phosphorus into the runoff. This could require extensive time to locate.	NA**
X 26	Project consultation	City would provide a consultation service to individuals (such as contractors) on methods to help in the control of phosphorus	NA**
X 27	Incentives	A fund account can be set up that provides monetary incentives for volunteer compliance in City identified methods of phosphorus reduction.	NA**
X 28	Forest condition to pre-development conditions	Does not apply to the City	\$80.65

X 29	Design standard change	Update standards to reduce runoff from future impervious surfaces such as roads and sidewalks the use of infiltration and bio-filtering.	\$371,171
X 30	Reconfigure roadside ditches	Existing roadside ditches would be modified to reduce erosion and provide plants to help with the removal of phosphorus. This would have a significant increase in O&M.	\$6,000,000
X 31	Reconfigure streets	Modify streets to reduce runoff and improve filtration of surface water.	\$4,755,000
X 32	Reduce vehicle trips	This has been incorporated into the two subarea plans and the sidewalk plan that helps reduce the dependents of vehicle for travel within the City.	NA
X 33	Improve recreation facilities	Provide enhancement to City recreation areas to reduce runoff. This study showed that the benefits to be very low.	NA
X 34	Watershed-wide enforcement	This would likely be in partnership with Snohomish County that is set up to provide this type of service to contractors, developers, and the general public. This would require a ILA with the County and it is anticipated that the City would share in the cost for staffing and information. It is estimated that this would be in the range from \$10,000 to \$40,000/year.	NA
X 35	Animal waste	City provides pick up bags at some recreation areas. Education material has been produced by the City that is provided at community events.	NA
X 36	Septic system to sewer connection	It is unknown the level of this condition within the watershed. City is talking with Sewer District on this item.	NA

“*” Cost information provided by “The Lake Whatcom Management Program Work Plan 2010-2014” – July 2010 CH2M Hill

- Costs do not include on-going maintenance and operations.

“**” The cost benefit is difficult to estimate and impossible to measure. It is important though that education can result in an accumulative result in phosphorus reduction.

Italic These are current practices in part or whole within the budget.

Take No Action - This is not considered a viable option as it is suspected that algae bloom events would be on an increase with the current internal and external loading.

DISCUSSION

Due to the high levels of phosphorus already in the lake water column and sediment, removal of external phosphorus sources is expected to not be enough to address the water quality problem with algae. The aerator has been the main method for managing phosphorus within the lake for the past 19 years. Its treatment has maintained the iron-phosphorus bond in the lakes sediments in the deepest part of the lake but has had no effect on water suspended phosphorus or the shallow sediments. It had been an effective means to controlling most of the phosphorus problems but in recent years the loading has exceeded the aerator's capacity. In addition, the aerator is close to the end of its operating life and is in need of some extensive repairs and on-going maintenance.

In accordance with a study prepared for Snohomish County by Tetra Tech in September 2012, "Alum treatment, at even a modest maintenance dose, should control internal loading more effectively than continued aeration. Moreover, alum should have more of an effect on reducing the spring cyanobacteria blooms (algae) than aeration." This would address the condition in the lake from both internal and external loading. While alum treatment in the lake is a very cost effective solution, and can function as the only solution to addressing the condition, it does nothing to reduce the external loading condition.

The City of Bellingham had performed an extensive study to manage phosphorus condition in Lake Whatcom. This had an extensive list for reducing external loadings which was used in the development of the Reduce External Loading Source section of this plan. While the costs to benefit numbers are applicable to Lake Whatcom, most of their costs were used in this document for comparison purpose against the different options. From this information, the cost for controlling external loading can be beyond the ability of most public agencies. Especially when compared to the benefits. However, any effort that may reduce the external loading can have a long term effect to water quality and public's awareness.

IMPLEMENTATION

There are four segments to be implemented in this plan: 1) control of internal loading; 2) reduction of internal loading; 3) phasing out the aerator system; and 4) monitoring and review. These are presented in planning level detail to be used as the guidelines for the implementation efforts for the reduction of the phosphorus loading in Lake Stevens.

Control internal loading – This segment is for the treatment of the phosphorus within the water column and sediment of the lake. The following are the key guidelines that will be followed:

Treatment Method: Aluminum Sulfate (Alum)

Duration: Alum will be applied annually through 2019. In 2019 a review of the Alum treatment and a determination should be made for the continued phosphorus treatment method and re-evaluated for continuation.

Frequency: The target application is one time per year in the spring.

Estimated Dosage: 0.18 mg Al/L. (Estimated application volume is 65,000 gallons)

Estimated Annual Budget: \$100,000 with an estimated breakdown

- \$81,000 for Alum and application
- \$4,000 for permitting
- \$5,000 for monitoring
- \$10,000 planning and administrative costs

Any cost saving in the permitting, monitoring, planning, and administrative costs can be used to increase the Alum application budget amount. This effort is to ensure that the highest amount of Alum treatment is applied within the budget.

Reduce the external loading – The effort is to control human generated phosphorus loading that enters into the surface and ground water system. The following methods shall be used:

Education:

- Brochures – to be provided at public facilities, public events (ie: AquaFest, Iron Man, and Oktoberfest), visits to schools, and handed out to general public. Brochures shall be produced by internal staff collecting information from sources such as the internet, other agencies, and special interest groups. Estimated annual cost is \$200 for production. Funding is within existing budget for administration/supplies and grant funding if available.
- Presentation – presentation at public schools and visiting classes to the City. Estimated annual cost \$500 for staff time. Funding is within existing budget staff costs under Surface Water.
- Signage at Parks – post signs at public access points to the Lake. Signs will state “don’t feed water fowl”. Estimated cost \$500 (\$100/sign) including post and installation. Funding is proposed within existing budget under Parks maintenance.
- Public Education Outreach – This is a onetime comprehensive outreach that would be provided by the Snohomish Conservation District. Details of this effort are included in Attachment D. Estimated onetime cost is \$14,196 with the City’s share being \$9,996 (70%) with SCD contribution for the balance. Funding would come from the current DOE capacity grant.

The focus of the education effort is to develop a long term sustainable affect with the public to support and contribute activity in the reduction of phosphorus being released from activities under their control.

Regulations:

- BMP - City will enforce existing codes for Best Management Practices (BMP) that encourages construction methods that reduce the release of phosphorus from earth work and erosion. Estimated annual cost is \$4,000 per year. Budget is within existing staff operation in site development review.
- Code - New codes regarding construction practices will include language, when appropriate to potential phosphorus release generation from an activity under such code, that will cite BMPs. Estimate annual cost is unknown.

Maintenance:

- Street sweeping – Follow the adopted Street Sweeping plan. This plan has elevated services for roadway near the lake and within the watershed of the lake. Estimated annual cost is \$28,500. Funding is proposed within existing budget under Storm operations and maintenance.

Phase out aerator – aerator will remain in the lake at least through 2018 and a determination of its removal or reactivation will need to be made. City will perform minimum maintenance to keep the aerator system floating. Cost for removal is estimated at \$300,000. Funding would be provided through the balance unallocated in the current budget project and grant dollars. Under the current budget projection, the estimated unallocated balance by 2019 will be approximately \$177,000. A grant will be sought for the balance and if unsuccessful continued with an average annual contribution budget of \$25,000 until the aerator removal is fully funded. Any costs associated with the minimum maintenance would come out of the “unallocated balance”.

Monitor and review – determine success of treatment actions and revise as needed. Estimated annual budget is within the Internal Load treatment.

Budget Summary

Activity	Frequency	Duration	Est. Annual Budget	Fund source
Internal Control				
Alum application	1/year	6 years (1)	\$81,000.00	Alum Line (2)
Permitting	1/year	6 years (1)	\$4,000.00	Alum Line (2)
Monitoring	1/year	6 years (1)	\$5,000.00	Alum Line (2)
Plan & Admin	1/year	6 years (1)	\$10,000.00	Alum Line (2)
External Control				
Education				
- Brochures	NA	On-going	\$200.00	SW Admin/Grant
- Presentation	Est 3/year	On-going	\$500.00	Staff time (3)
- Signage	1 time	NA	\$500.00	Parks O&M
- Public Outreach	TBD	TBD	\$15,000.00	Grant (4)
Regulations				
- BMP	On-going	On-going	\$4,000.00	Staff time (3)
- Code	TBD	TBD	TBD	Staff time (3)
Maintenance				
- Street Sweeping	On-going	On-going	\$28,500.00	Existing budget
Phase Out Aerator				
- Removal	Annual	12 years	\$25,000.00	Removal line (5)

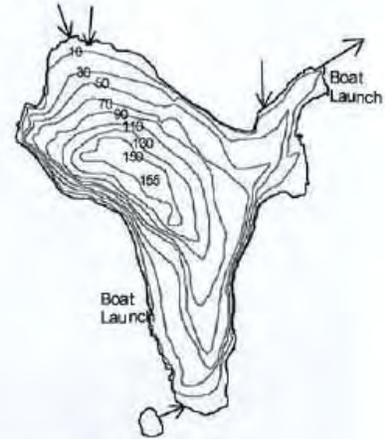
Notes:

- (1) - At the end of the 6th year a re-evaluation of the treatment dosage, duration, and frequency will be performed and this plan updated.
- (2) - Alum Treatment line will be created in the annual adopted budget. This fund will consist of prior O&M and capital funds for the aerator system.
- (3) -Using existing staff hours within the existing adopted annual budget
- (4) - Outsource services through Conservation Dist or Sno Co. Funding would be through DOE grant. Frequency would be dependent on success of grant.
- (5) - Aerator Removal line will be created in the annual adopted budget. This fund will consist of un-allocated capital funds for the aerator system. Note that the \$25,000 is an average and the actual amount of the annual contribution is shown in the first table on Exhibit B.

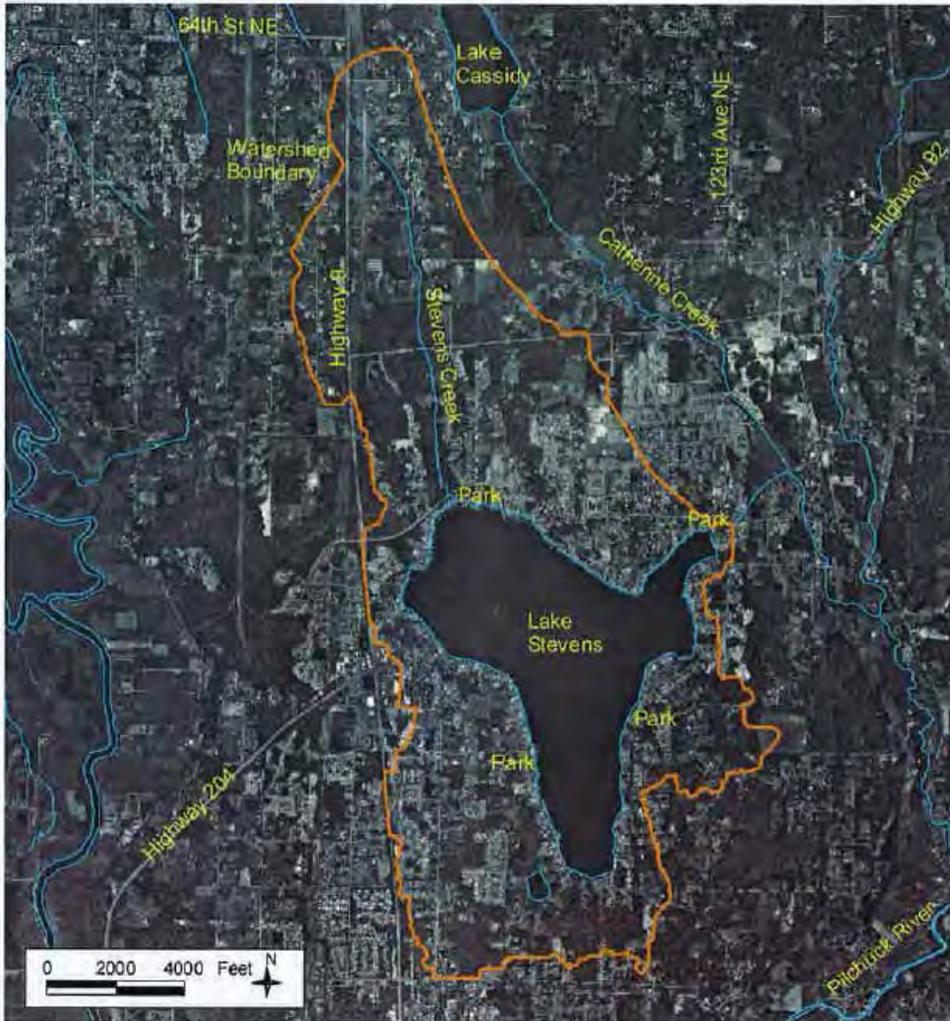
Attachment A

LAKE AND WATERSHED DATA

Lake Area: 1040 acres
 Watershed Area: 4371 acres
 Watershed to Lake Area Ratio: 4.2
 Maximum Depth: 155 feet (47.3 meters)
 Average Depth: 63 feet (19.4 meters)
 Lake Volume: 65,000 acre-feet
 Length of Shore: 7.1 miles



	<u>1972</u>	<u>MID-90'S</u>
# of nearshore homes	330	349
# of homes/1000' of shoreline	8.8	9.3
% of homes with bulkhead or fill		NA
% of homes with some native vegetation near shore		NA
% of watershed developed (residential or commercial)	20%	55% (est.)



Lake Stevens

Attachment B



PRESS RELEASE – 27 June 12

Algae Blooms in Lake Stevens

The City of Lake Stevens and Snohomish County Surface Water Management (SWM) have been monitoring a series of algae blooms occurring this spring on Lake Stevens. Most of the observed algae has been harmless filamentous algae which appears as green and brown free-floating mats. However, in mid-June, blooms of potentially toxic blue-green algae were also detected in isolated parts of the lake.

Also known as cyanobacteria, certain species of blue-green algae can produce toxins that affect the health of people and animals that recreate in lake water. Pets that drink lake water are of special concern. Blue-green algae look like blue, green, or even white paint floating on the surface of the water and will quickly dissipate if agitated.

Water samples were taken within hours of the initial confirmation of blue-green blooms. Since toxin testing takes several days, precautionary notifications were issued to nearby lakefront residents and CAUTION signs (see below) were posted at the public access location around the entire lake. The signs, warn people not to swim or ski in areas of scum, avoid drinking lake water, keep pets away from the water; clean fish well; and avoid areas of scum when boating.

Fortunately, the toxins of concern were found at levels below the recreational standards set by the Washington State Department of Health. The blue-green algae bloom has also since dissipated. Therefore, the CAUTION signs posted at all public access sites will be removed. The County and the City will continue to monitor the algae bloom. It is possible that blue-green algae blooms may re-occur this summer or fall. Citizens should exercise caution if blue-green algae scum is present.

CAUTION

TOXIC ALGAE MAY BE PRESENT
Lake may be unsafe for people and pets

Until further notice:

- **Do not swim or water ski in areas of scum.**
No nade ni riegue el esquí en áreas de la espuma
- **Do not drink lake water.**
No beba el agua del lago
- **Keep pets and livestock away.**
Animales domésticos y ganado de la subsistencia lejos
- **Clean fish well and discard guts.**
Limpie los pescados bien y deseche la tripa
- **Avoid areas of scum when boating.**
Evite las áreas de la espuma cuando canotaje

Call your doctor or veterinarian if you or your animals have sudden or unexplained sickness or signs of poisoning.

Call your local health department:	Report new algae blooms to Department of Ecology: 360-407-6000
------------------------------------	--------------------------------------------------------------------------

For more information: www.doh.wa.gov/chp/algae/default
www.ecy.wa.gov/programs/wq/plants/algae/index.html

Algae are microscopic organisms similar to plants that can be found in all freshwater lakes including Lake Stevens. Algae are a natural and essential component to the lake because they serve as the base of the aquatic food chain. However, excessive amounts of algae can occur in response to high levels of nutrients and favorable weather conditions. Typical nutrient sources are lawn fertilizers, runoff from roofs and driveways, and pet and animal wastes. Last year's Eurasian water milfoil treatment may also be contributing to the growth. The decomposing plant matter can become a localized source of nutrients feeding algae. This is typical in the first year following a treatment.

To find out more information, track conditions at Lake Stevens, report blooms, or sign up for email toxic algae updates visit the County's web site at: <http://www.lakes.surfacewater.info>.

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Attachment C

**PHOSPHORUS TREATMENT
 FINANCIAL PLAN**

The following table is the cost projections for Alum treatment of the internal phosphorus only.

Year	Existing Aerator Operating Budget/ Forecast	Existing Aerator Capital Forecast	Alum Treatment *	Aerator Removal Contribution **	Aerator Removal Accumulative ***
2013	\$66,000	\$135,000	\$100,000	\$101,000	\$101,000
2014	\$68,000	\$40,000	\$100,000	\$8,000	\$109,000
2015	\$70,000	\$40,000	\$100,000	\$10,000	\$119,000
2016	\$70,000	\$40,000	\$100,000	\$10,000	\$129,000
2017	\$74,000	\$40,000	\$100,000	\$14,000	\$143,000
2018	\$76,000	\$40,000	\$100,000	\$16,000	\$159,000
2019	\$78,000	\$40,000	\$100,000	\$18,000	\$177,000
TOTAL	\$502,000	\$375,000	\$700,000	\$177,000	\$177,000

Note:

- ‘*’ Includes application of alum and permitting.
- ‘**’ This is the annual set aside for the removal of the aerator and potential for emergency repairs. It is assumed that the total cost for the removal is \$300,000. After year 2019, the annual contribution will be \$25,000.
- ‘***’ This is the sum of the accumulative set aside.

The following table is the cost projections for the aerator.

Alternative Treatment Type	Short Term (under 10 years)	Long Term (20 years)	Short Term Estimated Cost (12 year span)	Long Term Estimated Cost (replacement)
Alum Treatment	Aerator is left in place for 5 years during an evaluation period	Aerator is surpluses and removed from lake	\$300,000	NA

Attachment D



SCD 528 91st Ave NE, Ste A, Lake Stevens, WA 98258-2538
 Phone: 425-335-5634, ext 4 Fax: 425-335-5024 Website: www.snohomishcd.org

City of Lake Stevens

Estimate of Probable Costs for SCD 2013 Scope of Work

Develop and implement a city-wide education and outreach program addressing potential pollutants (with emphasis on phosphorous) and nutrient loading from homes and yards.

<u>Task</u>	<u>Description</u>	<u>Estimated Cost</u>	<u>SCD Contributions</u>	<u>City's Costs</u>
Administration	Project administration: Assist with grant reporting, billing and general project management.	\$1,836	\$600	\$1,236
Adult Education	Develop and conduct a series of 3 workshops on the following topics: Natural Lawn Care, Naturescaping for Curb Appeal and Composting. Coordinate qualified speakers, venue, handouts and materials, publicity, registrations, and evaluations. SCD would also be responsible for set-up, clean-up and any required follow-up. Speakers will be asked to emphasize living near a lake and phosphorous reduction.	\$3,806	\$1,300	\$2,506
	Coordinate 1-2 septic care workshops to be taught by Teri King, from the University of Washington SeaGrant program. Coordinate speaker, venue, handouts and materials, publicity, registrations, and evaluations. SCD would also be responsible for set-up, clean-up and any required follow-up.			
	Conduct behavior change survey six months after workshops to evaluate level of behavior change			
Youth Education	Develop high school water quality class curriculum specific to Lake Stevens phosphorous control/prevention. Update current elementary and middle school water quality and watershed classes to emphasize phosphorous reduction.	\$2,808	\$1,500	\$1,308
	Make lessons available to all teachers in Lake Stevens School District, presenting in up to 10 classrooms in 2013.			
Long Term Strategy Development	Work with and support Snohomish County in developing a long-term education and outreach strategy to reduce phosphorous use and enhance water quality in Lake Stevens.	\$4,160	\$800	\$3,360
	<i>Note: Planning only in 2013, implementation depended upon future funding.</i>			
Overhead	15% charged on top of staff time.	\$758		\$758
Materials	Refreshments for workshops, copies of handouts, newspaper articles, handouts and classroom supplies, and mailings for marketing.	\$625		\$625
Travel	Mileage for planning and coordination meetings and workshops.	\$203		\$203
TOTAL ESTIMATED COSTS		\$14,196	\$4,200	\$9,996



LAKE STEVENS CITY COUNCIL
STAFF REPORT

Council Agenda Date: 11 February 2013

Subject: 2013 Pavement Overlay Candidate Roads

Contact	Mick Monken	Budget Impact:	Contained in
Person/Department:	<u>Public Works</u>		<u>this report</u>

**RECOMMENDATION(S)/ACTION REQUESTED OF COUNCIL: Discussion Only –
Presentation of the proposed list of candidate streets for the 2013 Asphalt Pavement Overlay**

SUMMARY/BACKGROUND: In 2013 Budget, under Streets Funds, \$250,000 has been approved for the City's annual overlay program and an additional \$239,883 has been included as part of a Transportation Improvement Board (TIB) grant for the pavement overlay under an Arterial Preservation program.

With each overlay program, the City staff performs an initial selection of candidate roads from an existing in-house pavement analysis program (PAP). The PAP consists of an inventory of public roads within the City and each of the segments of roadway has been evaluated based on a number of pavement condition criteria which results in each segment given a rating number. Once an initial selection is performed, staff goes out to the sites and does a field review to make a final selection for that year's candidate roads. Some of the factors in the field review include the need for preliminary road repairs, knowledge of future utility work projects, and amount of failures found within the travel lane wheel path.

There are 6 candidate roads proposed for the 2013 pavement overlay program. These are identified in Exhibit A. Of this list, Grade Road is the only road funded under the TIB grant and must not be alternated to be eligible for the grant funding. The other roads are at the discretion of the City. With all of the overlay roads, the City is required under Federal Regulation to comply with the American with Disabilities Act (ADA). This means that existing sidewalk ramps adjacent to a road that is to be overlaid must be brought up to current standards. In reviewing the candidate roads, none meet current ADA standards and would require replacement.

A requirement of TIB projects is that the overlay work must be performed by Snohomish County under a regional call for project. The anticipated advantage is that there is an economy of scale with several public agencies participating. The County uses a private contractor and go through a bid process. The unknown is the overhead cost of the County to manage the project. Since the City will be paying for the overhead for the TIB project, it is being proposed to use Snohomish County for the entire 2013 overlay. Once the bids are received, it can be determine if all of the proposed candidate roads can be performed or if modifications, such as reducing or increasing paving limits, are necessary.

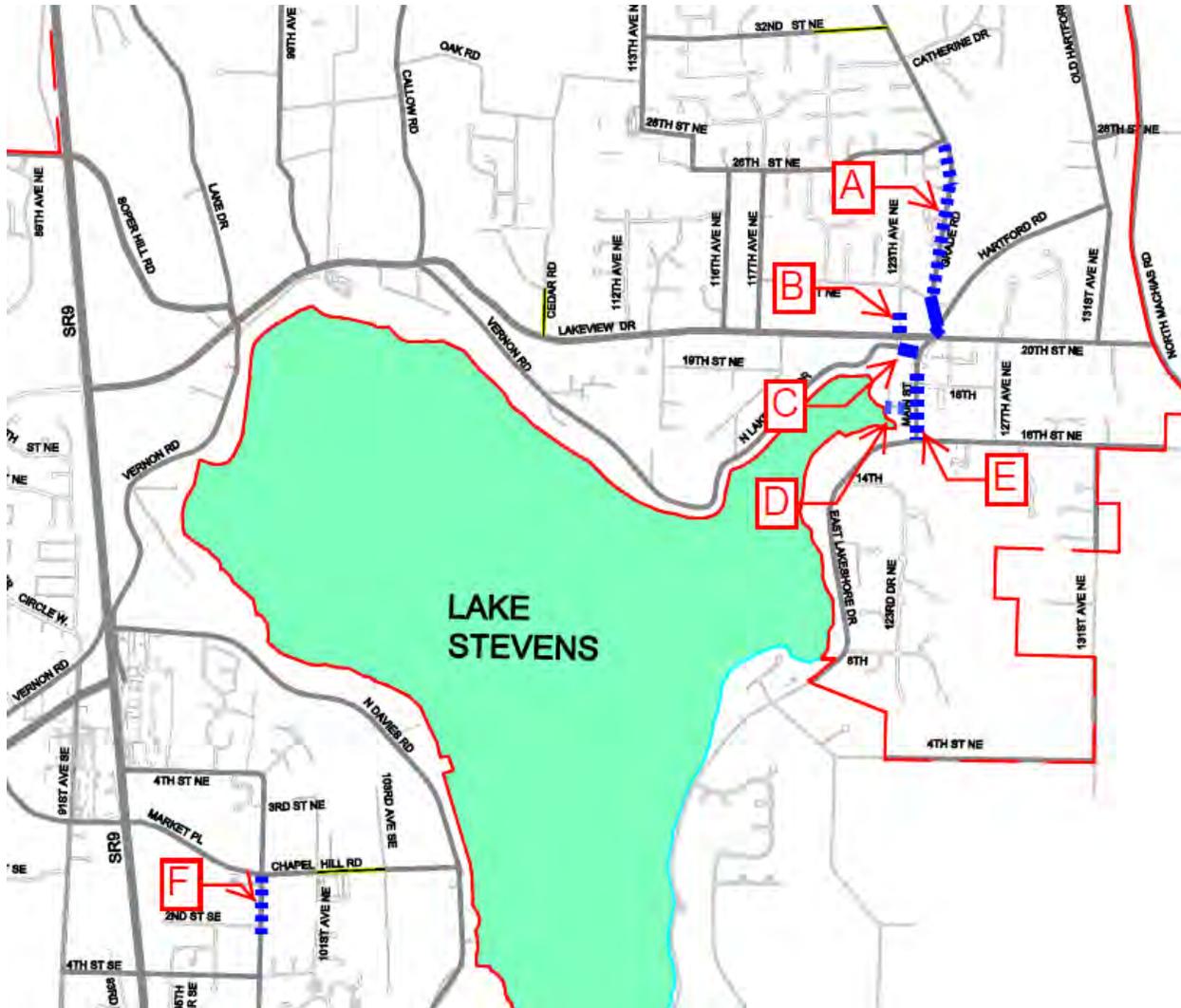
APPLICABLE CITY POLICIES:

BUDGET IMPACT: Total Budget of \$489,883. This includes \$250,000 under the Street Fund and \$239,883 from TIB grant and City Match (\$35,982). The City's match is in the Street fund.

ATTACHMENTS:

- ▶ Exhibit A: Proposed 2013 Pavement Overlay Candidate Roads

EXHIBIT A



ID	Candidate	Limit 1	Limit 2
A	Grade Road	20th St NE	26th St NE
B	123rd Ave NE	20th St NE	21st Pl NE
C	No. Lakeshore Dr.	Main St	123rd Ave NE
D	17th St NE	Main St	123rd Ave NE
E	Main St	16th St NE	18th St NE
F	99th Ave SE	Market	2nd Pl SE



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LAKE STEVENS CITY COUNCIL
STAFF REPORT

Council Agenda Date: February 11, 2012

Subject: 2013 Budget Amendment #1

Contact Person/Department: Barb Lowe/ Finance **Budget Impact:** Yes

RECOMMENDATION(S)/ACTION REQUESTED OF COUNCIL:

Review Ordinance No. 887 Amending Ordinance No. 883

SUMMARY/BACKGROUND:

Throughout the year the City Council authorizes various purchase requests and agreements. At the time of authorization, the budget impact is presented to the Council as part of the information required in order for the Council to make an informed decision. The budget amendment follows to adjust the specific line items that will be affected by purchase or contract award.

Detailed explanations of the changes requested are described below:

General Fund - 001

The change in beginning fund balance reflects the actual 2012 ending fund balance. The increase in revenues is due to reimbursement for lobbying services from participating cities per the Lobbying ILA (\$20,250). The increase in expenditures is partly due to the additional expenses related to the lobbying ILA that will be reimbursed by participating cities (\$20,250), and the remainder is an increased communication charge for a mobile workstation for the Building Official (\$600). The ending fund balance reflects these changes.

Street Fund - 101

The change in beginning fund balance reflects the actual 2012 ending fund balance. The increase in expenditures is due to the emergency work performed on the Lakeshore landslide (\$8,100). The increased revenues are for the reimbursement of these costs by the property manager (\$8,100). The ending fund balance reflects these changes.

Drug Seizure & Forfeiture Fund - 111

The change in beginning fund balance reflects the actual 2012 ending fund balance which includes the unspent funds budgeted in 2012. The increase in expenditures reflects the budget carry-forward for necessary upgrades to the evidence room (\$12,000). The ending fund balance reflects these changes.

Public Works Trust Fund 2006 – 207

This fund is used for the debt service of the 2006 PWTF loan. The increase in revenues is due to the receipt funds related to the final close-out draw made by the Sewer District in the amount of \$350,000. The increased expenditure is due to the transfer of these funds to the Sewer District (\$350,000).

Public Works Trust Fund 2008 – 209

This fund is used for the debt service of the 2008 PWTF loan. The increase in revenues is due to the receipt funds related to the final close-out draw made by the Sewer District in the amount of \$500,000. The

increased expenditure is due to the transfer of these funds to the Sewer District (\$500,000).

Capital Project – Developer Contribution Fund – 301

The change in beginning fund balance reflects the actual 2012 ending fund balance which includes the unspent funds budgeted in 2012. The increase in expenditures reflects the budget carry-forward for contract design work on Hwy 204 and 91st (\$42,000). The ending fund balance reflects these changes.

Sidewalk Capital Project Fund – 309

The change in beginning fund balance reflects the actual 2012 ending fund balance. The city recently applied for the Safer Routes to School grant and was notified that we were not awarded those funds. The decrease in expenditures reflects the removal of the grant match which was budgeted in 2013 (\$240,000). The ending fund balance reflects these changes.

Sewer Reserve Fund – 406

The change in beginning fund balance reflects the actual 2012 ending fund balance which includes unspent funds budgeted in 2012. The increase in expenditures reflects the budget carry-forward for contracted survey work related to the 20th Street sewer lift station (\$3,220). The ending fund balance reflects these changes.

Storm & Surface Water Fund – 410

The change in beginning fund balance reflects the actual 2012 ending fund balance. The increase in revenues is due to the awarding of a DOE grant for Milfoil treatment in the amount of \$42,000. The increased expenditures are due to the carry-forward of budgeted funds for the 91st and Market drainage project which was not completed in 2012 (\$3,000) and for fees to be paid to the County for the Lundeen Creek Restoration project related to the annexation ILA (\$4,300) that were not invoiced in 2012. The ending fund balance reflects these changes.

The following funds are being amended due to changes in beginning and ending fund balances only, which reflect the actual 2012 ending fund balances:

- General Reserve - 002
- Real Estate Excise Tax I – 303
- Real Estate Excise Tax II – 304
- Sewer – 401
- Unemployment – 501
- Equipment Fund – Computer – 510
- Equipment Fund – Police – 520
- Equipment Fund – Public Works – 530
- Aerator Replacement Fund – 540
- Refundable Deposits – 621
- Treasurer’s Trust – 633

APPLICABLE CITY POLICIES:

In accordance with the Financial Management Policies, Budget Themes and Policies, and the Revised Code of Washington, changes in the adopted budget must be brought before the City Council.

BUDGET IMPACT:

The budget ordinance will amend the beginning and ending balances, and revenues and expenditures in the funds set forth in the ordinance.

ATTACHMENTS:

- ▶ Exhibit A: Ordinance No. 887

**CITY OF LAKE STEVENS
 LAKE STEVENS, WASHINGTON
 ORDINANCE NO. 887**

AN ORDINANCE OF THE CITY OF LAKE STEVENS, WASHINGTON, AMENDING THE 2013 BUDGET AS SET FORTH IN ORDINANCE NO. 883 CONCERNING FUND BALANCES AND EXPENDITURES FOR VARIOUS FUND BALANCES FOR THE YEAR 2013.

WHEREAS, the City of Lake Stevens adopted the 2013 budget pursuant to Ordinance No. 883; and

WHEREAS, the City of Lake Stevens will incur expenditures in categories and amounts other than anticipated in the adopted 2013 budget;

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

SECTION 1. The 2013 budget, as adopted in Ordinance No. 883, is hereby amended as follows:

<i>Fund</i>	<i>Description</i>	<i>Current Budget</i>	<i>Amended Budget</i>	<i>Amount of Inc/(Dec)</i>	<i>ExpRev</i>
001 - General	Beginning Fund Balance	\$4,488,478	\$4,728,727	\$240,249	BegBal.
001 - General	Revenue	\$7,898,565	\$7,918,815	\$20,250	Rev.
001 - General	Expenditures	\$7,972,458	\$7,993,308	\$20,250	Exp.
001 - General	Ending Fund Balance	\$4,414,585	\$4,654,234	\$239,649	EndBal.
002 - General Reserve	Beginning Fund Balance	\$1,597,154	\$1,597,267	\$113	BegBal.
002 - General Reserve	Ending Fund Balance	\$2,092,558	\$2,092,671	\$113	EndBal.
101 - Street	Beginning Fund Balance	\$2,146,919	\$2,274,508	\$127,589	BegBal.
101 - Street	Revenue	\$2,110,585	\$2,118,685	\$8,100	Rev.
101 - Street	Expenditures	\$1,817,405	\$1,825,505	\$8,100	Exp.
101 - Street	Ending Fund Balance	\$2,440,099	\$2,567,688	\$127,589	EndBal.
111 - Drug Seizure & Forfeiture	Beginning Fund Balance	\$3,944	\$25,038	\$21,094	BegBal.
111 - Drug Seizure & Forfeiture	Expenditures	\$3,800	\$15,800	\$12,000	Exp.
111 - Drug Seizure & Forfeiture	Ending Fund Balance	\$2,349	\$11,443	\$9,094	EndBal.
207 - PWTF 2006	Revenue	\$411,458	\$761,458	\$350,000	Rev.
207 - PWTF 2006	Expenditures	\$411,458	\$761,458	\$350,000	Exp.
209 - PWTF 2009	Revenue	\$563,685	\$1,063,685	\$500,000	Rev.
209 - PWTF 2009	Expenditures	\$563,685	\$1,063,685	\$500,000	Exp.
301 - Cap. Proj - Dev. Contrib.	Beginning Fund Balance	\$2,392,050	\$2,371,754	(\$20,296)	BegBal.
301 - Cap. Proj - Dev. Contrib.	Expenditures	\$0	\$42,000	\$42,000	Exp.
301 - Cap. Proj - Dev. Contrib.	Ending Fund Balance	\$2,941,700	\$2,879,404	(\$62,296)	EndBal.
303 - Cap. Imp. - REET I	Beginning Fund Balance	\$765,542	\$794,467	\$28,925	BegBal.
303 - Cap. Imp. - REET I	Ending Fund Balance	\$676,688	\$705,613	\$28,925	EndBal.
304 - Cap. Imp. - REET II	Beginning Fund Balance	\$1,193,233	\$1,221,432	\$28,199	BegBal.
304 - Cap. Imp. - REET II	Ending Fund Balance	\$1,406,572	\$1,434,771	\$28,199	Exp.
309 - Sidewalk Capital Projects	Beginning Fund Balance	\$592,508	\$592,513	\$5	BegBal.
309 - Sidewalk Capital Projects	Expenditures	\$513,000	\$273,000	(\$240,000)	Exp.
309 - Sidewalk Capital Projects	Ending Fund Balance	\$285,258	\$525,263	\$240,005	EndBal.
401 - Sewer	Beginning Fund Balance	\$309,105	\$310,473	\$1,368	BegBal.

401 - Sewer	Ending Fund Balance	\$291,828	\$293,196	\$1,368	EndBal.
406 - Sewer Reserve	Beginning Fund Balance	\$166,553	\$169,789	\$3,236	BegBal.
406 - Sewer Reserve	Expenditures	\$0	\$3,220	\$3,220	Exp.
406 - Sewer Reserve	Ending Fund Balance	\$166,853	\$166,869	\$16	EndBal.
410 - Storm & Surface Water	Beginning Fund Balance	\$849,413	\$954,258	\$104,845	BegBal.
410 - Storm & Surface Water	Revenue	\$1,358,984	\$1,400,984	\$42,000	Rev.
410 - Storm & Surface Water	Expenditures	\$1,274,464	\$1,281,764	\$7,300	Exp.
410 - Storm & Surface Water	Ending Fund Balance	\$933,933	\$1,073,478	\$139,545	EndBal.
501 - Unemployment Fund	Beginning Fund Balance	\$100,179	\$100,182	\$3	BegBal.
501 - Unemployment Fund	Ending Fund Balance	\$76,074	\$76,077	\$3	EndBal.
510 - Equip Fund - Computer	Beginning Fund Balance	\$82,793	\$87,193	\$4,400	BegBal.
510 - Equip Fund - Computer	Ending Fund Balance	\$101,409	\$105,809	\$4,400	EndBal.
520 - Equip Fund - Police	Beginning Fund Balance	\$170,290	\$182,091	\$11,801	BegBal.
520 - Equip Fund - Police	Ending Fund Balance	\$195,690	\$207,491	\$11,801	EndBal.
530 - Equip Fund - PW	Beginning Fund Balance	\$221,339	\$224,451	\$3,112	BegBal.
530 - Equip Fund - PW	Ending Fund Balance	\$213,464	\$216,576	\$3,112	EndBal.
540 - Aerator Replacement	Beginning Fund Balance	\$95,754	\$95,751	(\$3)	BegBal.
540 - Aerator Replacement	Ending Fund Balance	\$135,889	\$135,886	(\$3)	EndBal.
621 - Refundable Deposits	Beginning Fund Balance	\$2,089	\$13,479	\$11,390	BegBal.
621 - Refundable Deposits	Ending Fund Balance	\$1,589	\$12,979	\$11,390	EndBal.
633 - Treasurer's Trust	Beginning Fund Balance	\$0	\$11,779	\$11,779	BegBal.
633 - Treasurer's Trust	Ending Fund Balance	\$0	\$117,779	\$117,779	Exp.

SECTION 2. Except as set forth above, all other provisions of Ordinance 883 shall remain in full force, unchanged.

SECTION 3. 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 25th day of February, 2013.

 Vern Little, Mayor

ATTEST/AUTHENTICATION:

 Norma J. Scott, City Clerk/Admin Asst

APPROVED AS TO FORM:

First and Final Reading:
 Published:
 Effective:

 Grant Weed, City Attorney



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