

City of Lake Stevens Mission Statement

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

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

REGULAR CITY COUNCIL MEETING AGENDA Lake Stevens School District Educational Service Center (Admin. Bldg.) 12309 22nd Street NE, Lake Stevens Monday, April 25, 2011 - 7:00 p.m.

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

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

ROLL CALL:

EMPLOYEE RECOGNITION: A. Employee anniversaries.
B. Police Department officer and employee of the year.

GUEST BUSINESS: A. Troy McClelland, President of Economic Alliance of Snohomish County.

CONSENT AGENDA: *A. Approve April 2011 vouchers. Barb
*B. Approve minutes of April 11, 2011 regular meeting. Norma

ACTION ITEMS: *A. Approve minutes of April 18, 2011 workshop meeting. Norma
*B. Second and final reading of Ordinance No. 854, Waste Management Franchise Agreement. Jan
*C. Award bid and approve AquaTechnex contract for Phase I Watermilfoil Control Program. Mick
*D. Approve Narcotics Task Force Interlocal with Snohomish County. Randy
*E. Approve Resolution No. 2011-6, amending the fees. Randy

DISCUSSION ITEMS: *A. First quarter financial report. Barb

COUNCIL PERSON'S BUSINESS:

MAYOR'S BUSINESS:

STAFF REPORTS:

Lake Stevens City Council Regular Meeting Agenda

April 25, 2011

**INFORMATION
ITEMS:**

**EXECUTIVE
SESSION:**

ADJOURN:

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

THE PUBLIC IS INVITED TO ATTEND

Special Needs

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

**BLANKET VOUCHER APPROVAL
 2011**

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

Payroll Direct Deposits	904128-904184	\$118,227.11
Payroll Checks	31681-31683, 31685	\$8,509.38
Claims	31684, 31686-31752	\$124,627.43
Electronic Funds Transfers	321-324	\$6,876.92
Void Checks		\$0.00
Tax Deposit(s)	4/15/2011	\$43,770.13
Total Vouchers Approved:		\$302,010.97

This 25th day of April 2011:

 Mayor

 Councilmember

 Finance Director

 Councilmember

 Councilmember

 Councilmember



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Direct Deposit Register

14-Apr-2011

Wells Fargo - AP

Lake Stevens

Direct Deposits to Accounts

14-Apr-2011	<u>Vendor</u>	<u>Source</u>	<u>Amount</u>	<u>Draft#</u>	<u>Bank Name</u>	<u>Transit</u>	<u>Account</u>
9407	Department of Retirement (Pers	C	\$3,633.50	321	Wells Fargo	121000248	4159656917
9408	NATIONWIDE RETIREMENT SOL	C	\$843.72	322	Wells Fargo	121000248	4159656917
9405	Wash State Support Registry	C	\$402.46	323	Wells Fargo	121000248	4159656917
Total:			\$4,879.68		Count:	3.00	

Direct Deposit Summary

<i>Type</i>	<i>Count</i>	<i>Total</i>
C	3	\$4,879.68

Pre-Note Transactions

Direct Deposit Register

15-Apr-2011

Wells Fargo - AP

Lake Stevens

Direct Deposits to Accounts

15-Apr-2011	<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	\$1,997.24	324	Wells Fargo	121000248	4159656917
Total:			\$1,997.24		Count:	1.00	

Direct Deposit Summary

<i>Type</i>	<i>Count</i>	<i>Total</i>
C	1	\$1,997.24

Pre-Note Transactions

Detail Check Register

13-Apr-11

Lake Stevens

Check No	Check Date	VendorNo	Vendor	Check Amount		
31684	13-Apr-11	13177	James Barnes			\$230.00
4/12/11		Travel-Barnes		\$230.00	\$0.00	\$230.00
001008521004300		Law Enforce - Travel & Mtgs		\$230.00		
Total Of Checks:						\$230.00

Detail Check Register

21-Apr-11

Lake Stevens

Check No	Check Date	VendorNo	Vendor	Check Amount	
31687	25-Apr-11	13695	Aabco Barricade & Sign Co		\$753.96
88468			signs and traffic delineators	\$753.96	\$0.00
			101016542640000 Street Fund - Traffic Control	\$753.96	
31688	25-Apr-11	12540	ALLIED WASTE SERVICES #197		\$331.74
0197-001329603			Dumpster	\$331.74	\$0.00
			101016542003102 Street Fund Operating Costs	\$320.73	
			101016542004500 Street Fund - Rentals/Leases	\$11.01	
31689	25-Apr-11	12540	ALLIED WASTE SERVICES #197		\$238.30
0197-001329341			Dumpster	\$238.30	\$0.00
			001010576803103 Parks-Lundeen-Operating Costs	\$226.47	
			001010576804500 Parks - Equipment Rental	\$11.83	
31690	25-Apr-11	12540	ALLIED WASTE SERVICES #197		\$100.99
0197-001329957			Dumpster	\$100.99	\$0.00
			001013519903100 General Government - Operating	\$88.66	
			001013519904500 General Government-Equip Renta	\$12.33	
31691	25-Apr-11	12070	Aramark Uniform Services		\$80.98
6555463743			Uniform cleaning	\$40.49	\$0.00
			001010576803100 Parks - Operating Costs	\$5.67	
			101016542002600 Street Fund - Clothing	\$21.05	
			410016542402600 Storm Water-Clothing	\$13.77	
655-5475820			Uniform cleaning	\$40.49	\$0.00
			001010576803100 Parks - Operating Costs	\$5.67	
			101016542002600 Street Fund - Clothing	\$21.05	
			410016542402600 Storm Water-Clothing	\$13.77	
31692	25-Apr-11	13243	Atlas Business Solutions, Inc		\$360.00
IVC062649			Scheduling Software support	\$360.00	\$0.00
			001008521003104 Law Enforcement-Operating Cost	\$360.00	
31693	25-Apr-11	12187	AUCKLAND ENTERPRISES		\$835.00
522			danger tree removal	\$300.00	\$0.00
			001010576804800 Parks - Repair & Maintenance	\$300.00	
523			removal of danger trees(25st trail)	\$535.00	\$0.00
			001010576804800 Parks - Repair & Maintenance	\$535.00	
31694	25-Apr-11	13835	Bunny Walters		\$90.00
2114			Refund Community Ctr rental	\$90.00	\$0.00
			001000362004000 Facilities Rental	\$90.00	

Detail Check Register

21-Apr-11

Lake Stevens

Check No	Check Date	VendorNo	Vendor	Check Amount		
31695	25-Apr-11	969	Business Card			\$3,019.63
04/11 4949			supplies	\$5.99	\$0.00	\$5.99
001008521003104			Law Enforcement-Operating Cost	\$5.99		
04/11 5242			Sign/fees	\$49.99	\$0.00	\$49.99
001003514104901			City Clerk-Misc CC Fees (DOL)	\$20.31		
001003516104900			Human Resources-Miscellaneous	\$29.68		
4/11 1411			Travel/supplies/fees	\$179.00	\$0.00	\$179.00
001008521003104			Law Enforcement-Operating Cost	\$134.95		
001008521004300			Law Enforce - Travel & Mtgs	\$11.82		
001008521004900			Law Enforcement - Miscellaneou	\$32.23		
4/11 6202			Supplies/fees	\$70.98	\$0.00	\$70.98
001013519903100			General Government - Operating	\$30.25		
001013519904900			General Government - Miscellan	\$40.73		
4/11 7750			Repair/fees	\$119.66	\$0.00	\$119.66
101016542004900			Street Fund - Miscellaneous	\$34.41		
410016542404800			Storm Water - Repairs & Maint.	\$85.25		
4/11 7905			Fees	\$31.04	\$0.00	\$31.04
001003511104900			Executive - Miscellaneous	\$31.04		
4/11 8109			repair/operations/postage/misc	\$1,137.60	\$0.00	\$1,137.60
001008521003104			Law Enforcement-Operating Cost	\$627.45		
001008521004200			Law Enforcement - Communicatio	\$400.00		
001008521004800			Law Enforcement - Repair & Mai	\$56.49		
001008521004900			Law Enforcement - Miscellaneou	\$53.66		
4/11 9127			Staff Dev/Econ Dev comm/Travel/fe	\$1,425.37	\$0.00	\$1,425.37
001007558004200			Planning - Communication	\$64.83		
001007558004300			Planning - Travel & Mtgs	\$6.00		
001007558004900			Planning - Miscellaneous	\$59.21		
001007558400001			Planning - Staff Development	\$99.00		
001007558804111			Planning-Economic Development	\$1,196.33		
31696	25-Apr-11	12182	Central Welding Supply			\$1,112.75
158522			welder for shop	\$1,112.75	\$0.00	\$1,112.75
101016543504801			Street - Facilities R&M (PW)	\$1,112.75		
31697	25-Apr-11	12954	CIRCLE-N-LAUNDRY			\$608.16
112			Uniform cleaning	\$608.16	\$0.00	\$608.16
001008521002600			Law Enforcment Clothing	\$608.16		

Detail Check Register

21-Apr-11

Lake Stevens

Check No	Check Date	VendorNo	Vendor	Check Amount		
31698	25-Apr-11	274	City of Everett			\$175.00
I11000988			Lab Analysis	\$175.00	\$0.00	\$175.00
410016531503104			DOE-G1100060 SW Capacity Exp	\$175.00		
31699	25-Apr-11	276	City Of Lake Stevens			\$32.05
914			Retainage New Chapter	\$32.05	\$0.00	\$32.05
001007558004100			Planning - Professional Servic	\$1.15		
001007559004100			Building Department - Professi	\$1.15		
001008521004100			Law Enforcement - Professional	\$17.10		
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		
31700	25-Apr-11	12004	CITY OF MARYSVILLE			\$14,019.23
POLIN11-0014			Prisoner Housing Dec 2009	\$1,524.96	\$0.00	\$1,524.96
001008523005100			Law Enforcement - Jail	\$1,524.96		
POLIN11-0046			Prisoner Housing March 2011	\$9,543.33	\$0.00	\$9,543.33
001008523005100			Law Enforcement - Jail	\$9,543.33		
POLIN11-0052			Prisoner Medical Mar 2011	\$500.00	\$0.00	\$500.00
001008523005100			Law Enforcement - Jail	\$500.00		
POLIN11-0055			Prisoner Housing Feb 2011	\$2,450.94	\$0.00	\$2,450.94
001008523005100			Law Enforcement - Jail	\$2,450.94		
31701	25-Apr-11	284	City Of Snohomish			\$24.95
188			Channel 21	\$24.95	\$0.00	\$24.95
001013519904200			General Government - Communica	\$24.95		
31702	25-Apr-11	296	Code Publishing Co.			\$211.39
37847			Municipal code publishing	\$211.39	\$0.00	\$211.39
001003514104100			City Clerks-Professional Servi	\$211.39		
31703	25-Apr-11	13030	COMCAST			\$109.90
03/11 0827887			Traffic signal control	\$109.90	\$0.00	\$109.90
101016542640000			Street Fund - Traffic Control	\$109.90		
31704	25-Apr-11	13030	COMCAST			\$98.95
04/04/11			Communications - internet	\$98.95	\$0.00	\$98.95

Detail Check Register

21-Apr-11

Lake Stevens

Check No	Check Date	VendorNo	Vendor	Check Amount
001003513104200			Administration-Communications	\$1.98
001003514104200			City Clerks-Communications	\$1.98
001003516104200			Human Resources-Communications	\$5.94
001003518104200			IT Dept-Communications	\$3.96
001004514234200			Finance - Communications	\$3.96
001007558004200			Planning - Communication	\$15.83
001008521004200			Law Enforcement - Communicatio	\$57.39
001010576804200			Parks - Communication	\$2.64
101016542004200			Street Fund - Communications	\$2.64
410016542404200			Storm Water - Communications	\$2.63
31705	25-Apr-11	91	Corporate Office Supply	\$159.37
113193			Office supplies	(\$143.03)
001008521003100			Law Enforcement - Office Suppl	(\$143.03)
113904i			File folder item # BSN26137 w/tax	\$71.46
001004514233100			Finance - Office Supplies	\$71.46
1160521			Office Supplies	\$12.35
101016542003101			Street Fund Office Supplies	\$12.35
1160681			Wheeled Crate and Business Card	\$72.91
001007558003100			Planning - Office Supplies	\$72.91
1161541			paper and supplies	\$145.68
001008521003100			Law Enforcement - Office Suppl	\$145.68
31706	25-Apr-11	9386	Crystal and Sierra Springs	\$187.72
5249844 040111			Bottled water	\$187.72
001007559003101			Building Department - Operatin	\$46.93
001013519904900			General Government - Miscellan	\$46.93
101016542003102			Street Fund Operating Costs	\$46.93
410016542403102			Storm Water - Operating Costs	\$46.93
31707	25-Apr-11	13090	Daily Journal of Commerce	\$826.00
268796 3/24			Advertising	\$826.00
410016531503103			DOE-G1000533- Aquatic Weed Grt	\$826.00
31708	25-Apr-11	13265	Dennis A. Irwin	\$300.00
4/1-4/30-11			Dep Care Reimb	\$300.00
001000281000000			Payroll Liabilities	\$300.00
31709	25-Apr-11	13027	DEPARTMENT OF LICENSING	\$180.00

Detail Check Register

21-Apr-11

Lake Stevens

Check No	Check Date	VendorNo	Vendor	Check Amount		
various			Weapons permits	\$180.00	\$0.00	\$180.00
63300858600000			Gun Permit - State Remittance	\$180.00		
31710	25-Apr-11	13834	Department of Retirement (Insu			\$34.22
860080			Old Age Survivor Insurance	\$34.22	\$0.00	\$34.22
001004514234900			Finance - Miscellaneous	\$34.22		
31711	25-Apr-11	13782	Department of Revenue			\$1,386.72
Q1.2011			Q1.2011 Leasehold Excise tax	\$1,386.72	\$0.00	\$1,386.72
633013586000005			Leasehold Excise Tax Remit	\$1,386.72		
31712	25-Apr-11	12800	DEPT OF CORRECTIONS			\$484.16
MCC4591 0311			Maintenance	\$484.16	\$0.00	\$484.16
101016542004800			Street Fund - Repair & Mainten	\$484.16		
31713	25-Apr-11	427	Derbys Welding LLC			\$401.82
AdjProBe4-6			Adjustable Probe Material	\$97.74	\$0.00	\$97.74
101016543504802			Facilities R&M (City Shop)	\$97.74		
Frame 4-6			Welding	\$304.08	\$0.00	\$304.08
101016543504802			Facilities R&M (City Shop)	\$304.08		
31714	25-Apr-11	13383	Dooley Enterprises			\$740.00
46097			Duty Ammo/.223 rounds (1000)	\$740.00	\$0.00	\$740.00
001008521003104			Law Enforcement-Operating Cost	\$740.00		
31715	25-Apr-11	473	Electronic Business Machines			\$796.08
064055			copier maint	\$77.86	\$0.00	\$77.86
001007558004800			Planning - Repairs & Maint.	\$38.93		
101016542004800			Street Fund - Repair & Mainten	\$38.93		
064368			copier maint	\$209.98	\$0.00	\$209.98
001008521004800			Law Enforcement - Repair & Mai	\$209.98		
37871A			Toner	\$308.42	\$0.00	\$308.42
001008521003100			Law Enforcement - Office Suppl	\$308.42		
37872A			Toner	\$199.82	\$0.00	\$199.82
001008521003100			Law Enforcement - Office Suppl	\$199.82		
31716	25-Apr-11	485	Employment Security Department			\$6,780.00
Q1.2011			Q1.2011 Employmnt Security	\$6,780.00	\$0.00	\$6,780.00

Detail Check Register

21-Apr-11

Lake Stevens

Check No	Check Date	VendorNo	Vendor	Check Amount	
501000517007800			Payments To Claimants	\$6,780.00	
31717	25-Apr-11	13010	Grainger		\$66.93
9510086607			Signs	\$66.93	\$0.00
101016542640000			Street Fund - Traffic Control	\$66.93	
31718	25-Apr-11	13232	Integra Telecom, Inc		\$878.18
8184700			Communications	\$878.18	\$0.00
001003513104200			Administration-Communications	\$6.64	
001003514104200			City Clerks-Communications	\$7.75	
001003516104200			Human Resources-Communications	\$7.19	
001003518104200			IT Dept-Communications	\$18.81	
001004514234200			Finance - Communications	\$14.94	
001007558004200			Planning - Communication	\$55.23	
001007559004200			Building Department - Communci	\$36.87	
001008521004200			Law Enforcement - Communicatio	\$141.78	
001010575304200			Historical - Communications	\$36.87	
001013519904200			General Government - Communica	\$272.36	
001013555504200			Community Center-Communication	\$36.87	
101016542004200			Street Fund - Communications	\$120.26	
410016542404200			Storm Water - Communications	\$122.61	
31719	25-Apr-11	13177	James Barnes		\$230.00
05/1-05/6/11			Travel	\$230.00	\$0.00
001008521004300			Law Enforce - Travel & Mtgs	\$230.00	
31720	25-Apr-11	11777	Lake Stevens Fire		\$2,725.00
Q1.2011			Q1.2011 Fire Fees	\$2,725.00	\$0.00
633000589500000			Fire Dept Fee Remittance	\$2,725.00	
31721	25-Apr-11	12751	LAKE STEVENS POLICE GUILD		\$850.00
04/15/11			Union Dues	\$850.00	\$0.00
001000281000000			Payroll Liabilities	\$850.00	
31722	25-Apr-11	13404	LexisNexis		\$108.60
1420700-20110331			Prof Services	\$108.60	\$0.00
001008521004100			Law Enforcement - Professional	\$108.60	
31723	25-Apr-11	13774	Maltby Container & Recycling		\$163.50
19294			dump fee	\$163.50	\$0.00
101016542004800			Street Fund - Repair & Mainten	\$163.50	
31724	25-Apr-11	13838	Maribe Donato Beronilla		\$16.00

Detail Check Register

21-Apr-11

Lake Stevens

Check No	Check Date	VendorNo	Vendor	Check Amount		
Refund			Refund Passport Photo-Beronilla	\$16.00	\$0.00	\$16.00
001000341990001			Photos-Passports	\$16.00		
31725	25-Apr-11	13837	Michael Delack			\$45.25
Refund			Refund overpmt CPL fee	\$45.25	\$0.00	\$45.25
001000322009000			Other Non-Business Licenses &	\$8.00		
001013589000000			Refunds	\$19.25		
633000386000003			Gun Permit Fees	\$18.00		
31726	25-Apr-11	13600	Modern Marketing Dept 5343			\$393.20
MMI080740			coloring books for community event	\$393.20	\$0.00	\$393.20
001008521003100			Law Enforcement - Office Suppl	\$393.20		
31727	25-Apr-11	13711	New Chapter Cleaning			\$718.95
914			Janitorial services	\$608.95	\$0.00	\$608.95
001007558004100			Planning - Professional Servic	\$21.85		
001007559004100			Building Department - Professi	\$21.85		
001008521004100			Law Enforcement - Professional	\$324.90		
001013519904100			General Government - Professio	\$109.25		
001013555504100			Community Center - Cleaning	\$87.40		
101016542004100			Street Fund - Professional Ser	\$21.85		
410016542404101			Storm Water - Professional Ser	\$21.85		
933			Heat vent cleaning	\$110.00	\$0.00	\$110.00
001008521004800			Law Enforcement - Repair & Mai	\$110.00		
31728	25-Apr-11	12684	NORTHWEST CASCADE INC.			\$700.91
1-267316			Equipment Rental Regatta	\$485.51	\$0.00	\$485.51
001010574204500			Special Events - Equipt Rental	\$485.51		
1-271138			Equipment Rental	\$215.40	\$0.00	\$215.40
001010576804500			Parks - Equipment Rental	\$215.40		
31729	25-Apr-11	13822	Northwest Sales Group			\$10,033.55
113030			replacement tools for shop	\$10,033.55	\$0.00	\$10,033.55
101016543504801			Street - Facilities R&M (PW)	\$10,033.55		
31730	25-Apr-11	13044	PAKOR, INC - NW8935			\$207.90
882641			passport printer ink	\$207.90	\$0.00	\$207.90
001008521003100			Law Enforcement - Office Suppl	\$207.90		
31731	25-Apr-11	1066	PERTEET ENGINEERING, INC.			\$555.00
20080052.001-48			Professional Services - Granstrom	\$80.00	\$0.00	\$80.00

Detail Check Register

21-Apr-11

Lake Stevens

Check No	Check Date	VendorNo	Vendor	Check Amount	
001007558004107			Planning-CA - Developer Reimb	\$80.00	
20080052.002-17			GIS Svcs	\$475.00	\$0.00 \$475.00
001007558004110			Planning - GIS Mapping	\$475.00	
31732	25-Apr-11	12450	PITNEY BOWES		\$176.00
2815967-AP11			Postage machine rental	\$176.00	\$0.00 \$176.00
001013519904500			General Government-Equip Renta	\$176.00	
31733	25-Apr-11	11869	PUGET SOUND ENERGY		\$428.64
04/07/11			Utilities - gas	\$236.19	\$0.00 \$236.19
001010576804700			Parks - Utilities	\$78.73	
101016542004700			Street Fund - Utilities	\$78.73	
410016542404701			Storm Water Utilities	\$78.73	
04-07-11			Utilities - gas	\$192.45	\$0.00 \$192.45
001010576804700			Parks - Utilities	\$64.15	
101016542004700			Street Fund - Utilities	\$64.15	
410016542404701			Storm Water Utilities	\$64.15	
31734	25-Apr-11	13706	Robert Guertin		\$230.00
05/1-05/6/11			Travel	\$230.00	\$0.00 \$230.00
001008521004300			Law Enforce - Travel & Mtgs	\$230.00	
31735	25-Apr-11	13836	SCCFOA		\$40.00
2011			Membership	\$40.00	\$0.00 \$40.00
001004514234900			Finance - Miscellaneous	\$40.00	
31736	25-Apr-11	12069	Seattle Pump		\$2,036.26
11-1269			new reel hose (vactor truck)	\$2,036.26	\$0.00 \$2,036.26
410016531503104			DOE-G1100060 SW Capacity Exp	\$2,036.26	
31737	25-Apr-11	12722	SHRED-it WESTERN WASHINGTON		\$49.50
101140138			shredding services	\$49.50	\$0.00 \$49.50
001008521003104			Law Enforcement-Operating Cost	\$49.50	
31738	25-Apr-11	13715	Sno Co Sherrifs Office		\$7,883.55
2011-611			Inmate Housing March 2011	\$7,883.55	\$0.00 \$7,883.55
001008523005100			Law Enforcement - Jail	\$7,883.55	
31739	25-Apr-11	1382	Snohomish County Public Works		\$11,657.87
I000270433			Vehicle repair & Maint	\$11,657.87	\$0.00 \$11,657.87

Detail Check Register

21-Apr-11

Lake Stevens

Check No	Check Date	VendorNo	Vendor	Check Amount	
001008521004800			Law Enforcement - Repair & Mai	\$9,971.55	
001008521004802			LE - Boating R&M	\$1,294.27	
101016542004800			Street Fund - Repair & Mainten	\$392.05	
31740	25-Apr-11	12961	SNOHOMISH COUNTY PUD		\$14,696.85
103715625			Utilities - Electric	\$585.78	\$0.00
001013519904700			General Government - Utilities	\$585.78	
110355228			Utilities - Electric	\$1,090.29	\$0.00
001012572504700			Library - Utilities	\$1,090.29	
113675284			Utilities - Electric	\$649.60	\$0.00
001013519904700			General Government - Utilities	\$649.60	
116994563			Utilities - Electric	\$587.51	\$0.00
001013519904700			General Government - Utilities	\$587.51	
126955940			Utilities - Electric	\$798.74	\$0.00
001013555504700			Community Center - Utilities	\$798.74	
160046390			Utilities - Electric	\$9,086.87	\$0.00
101016542630000			Street Fund - Street Lighting	\$9,086.87	
160046391			Utilities - Electric	\$796.95	\$0.00
101016542630000			Street Fund - Street Lighting	\$796.95	
160046392			Utilities - Electric	\$1,101.11	\$0.00
101016542630000			Street Fund - Street Lighting	\$1,101.11	
31741	25-Apr-11	12961	SNOHOMISH COUNTY PUD		\$1,748.50
103720117			Utilities - Electric	\$375.52	\$0.00
101016542630000			Street Fund - Street Lighting	\$375.52	
113673838			Utilities - Electric	\$121.77	\$0.00
001010575304901			Historical Museum	\$60.89	
001010575304905			Grimm House Expenses	\$60.88	
120318802			Utilities - Electric	\$258.53	\$0.00
001013519904700			General Government - Utilities	\$258.53	
133584332			Utilities - Electric	\$247.80	\$0.00

Detail Check Register

21-Apr-11

Lake Stevens

Check No	Check Date	VendorNo	Vendor	Check Amount	
101016542630000			Street Fund - Street Lighting	\$247.80	
133585848			Utilities - Electric	\$149.54	\$0.00 \$149.54
101016542630000			Street Fund - Street Lighting	\$149.54	
136818957			Utilities - Electric	\$338.65	\$0.00 \$338.65
101016542630000			Street Fund - Street Lighting	\$338.65	
140141838			Utilities - Electric	\$109.29	\$0.00 \$109.29
101016542630000			Street Fund - Street Lighting	\$109.29	
140143500			Utilities - Electric	\$147.40	\$0.00 \$147.40
101016542630000			Street Fund - Street Lighting	\$147.40	
31742	25-Apr-11	12961	SNOHOMISH COUNTY PUD		\$321.57
116992926			Utilities - Electric	\$84.89	\$0.00 \$84.89
001010576804700			Parks - Utilities	\$28.30	
101016542004700			Street Fund - Utilities	\$28.30	
410016542404701			Storm Water Utilities	\$28.29	
116993921			Utilities - Electric	\$46.91	\$0.00 \$46.91
001013519904700			General Government - Utilities	\$46.91	
116995666			Utilities - Electric	\$30.74	\$0.00 \$30.74
001010576804700			Parks - Utilities	\$30.74	
130274356			Utilities - Electric	\$30.74	\$0.00 \$30.74
001010576804700			Parks - Utilities	\$30.74	
130275493			Utilities - Electric	\$72.14	\$0.00 \$72.14
001010576804700			Parks - Utilities	\$72.14	
156732143			Utilities - Electric	\$56.15	\$0.00 \$56.15
101016542630000			Street Fund - Street Lighting	\$56.15	
31743	25-Apr-11	1388	Snohomish County Treasurer		\$4,946.29
1st half 2011			2011 Stormwater fees	\$4,946.29	\$0.00 \$4,946.29
001010576804701			Parks - Storm Drainage	\$1,233.05	
001012572504701			Library - Storm Drainage	\$281.10	
001013519904701			Storm Drainage	\$1,406.18	
101016542400000			Street Fund - Storm Drainage	\$849.31	
401070535904700			Storm Drainage - Sewer Prop	\$1,176.65	

Detail Check Register

21-Apr-11

Lake Stevens

Check No	Check Date	VendorNo	Vendor	Check Amount	
31744	25-Apr-11	1356	SNOPAC	\$16,402.95	
4741			Dispatch Services	\$16,082.57	\$0.00
		001008528005100	Law Enforcement - Snopac Dispa	\$16,082.57	
4760			Access Assessment	\$320.38	\$0.00
		001008528005100	Law Enforcement - Snopac Dispa	\$320.38	
31745	25-Apr-11	13218	Sound Harley Davidson	\$1,162.97	
22420			Decommision motorcycle	\$1,162.97	\$0.00
		001008521004800	Law Enforcement - Repair & Mai	\$1,162.97	
31746	25-Apr-11	12579	SUMMIT LAW GROUP	\$57.00	
50674			Professional Services	\$57.00	\$0.00
		001013519904100	General Government - Professio	\$57.00	
31747	25-Apr-11	13821	Termnix Commercial	\$59.51	
303723181			Pest Control Services	\$59.51	\$0.00
		001010576803101	Parks-Eagle Ridge Pk Exp	\$59.51	
31748	25-Apr-11	13045	UPS	\$22.92	
74Y42141			evidence shipping	\$22.92	\$0.00
		001008521004200	Law Enforcement - Communicatio	\$22.92	
31749	25-Apr-11	1604	WASHINGTON AUDIOLOGY SERVICES	\$11.50	
35460			Employee testing	\$11.50	\$0.00
		001003516104100	Human Resources-Professional S	\$11.50	
31750	25-Apr-11	13055	Washington St. Dept of Printin	\$257.76	
45994			ref. RO 3519-printing of business ca	\$135.70	\$0.00
		001008521003100	Law Enforcement - Office Suppl	\$135.70	
46340			ref. RO 3519-printing of business ca	\$90.15	\$0.00
		001008521003100	Law Enforcement - Office Suppl	\$90.15	
46545			ref. RO 3519-printing of business ca	\$31.91	\$0.00
		001008521003100	Law Enforcement - Office Suppl	\$31.91	
31751	25-Apr-11	12761	WASHINGTON STATE PATROL	\$269.50	
111008224			CPL background checks	\$269.50	\$0.00
		633008589000006	Gun Permit - FBI Remittance	\$269.50	
31752	25-Apr-11	12845	ZACHOR & THOMAS, INC. P.S.	\$7,166.25	

Detail Check Register

21-Apr-11

Lake Stevens

Check No	Check Date	VendorNo	Vendor		Check Amount
534			Prosecutor services	\$7,166.25	\$0.00 \$7,166.25
	001013515210000		Prosecutor fees	\$7,166.25	
				Total Of Checks:	\$121,797.43

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

Monday, April 11, 2011
Lake Stevens School District Educational Service Center (Admin. Bldg.)
12309 22nd Street N.E. Lake Stevens

CALL TO ORDER: 7:00 p.m. by Mayor Pro Tem Suzanne Quigley

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

COUNCILMEMBERS ABSENT: Mayor Vern Little

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

OTHERS: Debbie Rhodes, Tracy Stevens

Guest Business. None

Consent Agenda. Councilmember Daughtry moved to Approve April 2011 vouchers (Payroll Direct Deposits 904065-904127 for \$113,149.22, Payroll Checks 31619-31622 for \$6,484.42, Claims 31623-31680 for \$104,701.67, electronic Funds Transfers 315-520 for \$128,192.91, Tax Deposit 4-1-11 for \$40,720.93 for total vouchers approved of \$393,249.15), seconded by Councilmember Somers; motion carried unanimously. (7-0-0-0)

Approve minutes of March 28, 2011 regular meeting. Councilmember Somers moved to approve minutes of regular meeting of March 28, seconded by Councilmember Dooley; motion carried with Councilmember Tageant abstaining. (6-0-1-0)

Approve Artist Agreement with Debbie Rhodes for roundabout art. Finance Director/Treasurer Lowe noted the project is funded through the Lundeen roundabout project. The Arts Commission selected Debbie Rhodes' art work.

Tracy Stevens, Arts Commission Chair, reported they had a call for artist with the intent of having art honoring the nesting pair of eagles. They received about 12-14 submissions, but the Commission could not come to a consensus. They talked to Ms. Rhodes who had art work displayed up north that was what they were looking for. The Commission came to a consensus on selection of Ms. Rhodes' work. Ms. Stevens introduced Debbie Rhodes. It will take one month to complete the project.

Finance Director/Treasurer Lowe noted the City will prepare the site and install the art. Ms. Rhodes will provide transportation to the site. Removed from the contract was the copyright language and waived the insurance as requested by Ms. Rhodes. The hold harmless and indemnity is retained.

MOTION: Councilmember Somers moved to authorize Mayor to sign Agreement for Commission of public Artwork between the City of Lake Stevens and Ms. Debbi Rhodes, seconded by Councilmember Dooley; motion carried unanimously. (7-0-0-0)

Adopt first and final reading of Ordinance No. 853, telephone tax regulations amendment.

Finance Director/Treasurer Lowe reported the amendment to the Ordinance added a definition for cellular telephone services, provisions for penalties, interest on delinquent payments, inspection of taxpayer records, limitation on overpayment credits and allows for appeals to the City Administrator.

MOTION: Councilmember Spencer moved to approve Ordinance No. 853 amending Lake Stevens Municipal Code Chapter 3.12 related to Telephone Utility Tax, seconded by Councilmember Tageant; motion carried unanimously. (7-0-0-0)

First reading of Ordinance No. 854, Waste Management Franchise Agreement.

Finance Director/Treasurer Lowe noted this is the first of two readings for the garbage franchise in the annexed areas, which is serviced by Waste Management. Per RCW, the current service provider has the right to continue operating in the annexed area for seven years plus the right to file a claim for damages to the City. It has been the industry standard for the service provider to waive the claim for damages by extending the franchise agreement from seven years to ten years, which is how the agreement is drafted. This ordinance will serve as notice to both Waste Management and the Utilities Transportation Commission to start the clock on the City's desire to provide collection in the annexation area. Waste Management's agreement would expire April 1, 2021.

MOTION: Councilmember Spencer moved to approve first of two readings of the Franchise Agreement with Waste Management of Washington for solid waste collection in the annexed areas of the City of Lake Stevens, seconded by Councilmember Holder; motion carried unanimously. (7-0-0-0)

Approve LMN Architects Supplemental Contract #2 for Lake Stevens Center Circulation Study.

Public Works Director/Engineer Monken noted LMN is also providing services for the subarea. The Lake Stevens Circulation Study budget is \$25,000 for a short range fix. Open House is scheduled for April 21 from 5-8 in the Community Center where the public can review public information already received, ask public for input, and public can share ideas. Gibson Traffic Consultants was brought in by Fehr-Peers who work for LMN. They are familiar with the study area.

Councilmember Somers noted on the first page in the "Now Therefore," second paragraph the year should read 2010 not 2011.

MOTION: Councilmember Tageant moved to approve Supplemental No. 2 to add the LSCC services to the LMN Architects Professional Service Agreement with the change as noted, seconded by Councilmember Holder; motion carried unanimously. (7-0-0-0)

Council Person's Business: Councilmembers reported on the following meetings: Tageant – Chamber of Commerce; Holder – look at repairing Kids Oasis playground; Daughtry – attended Subarea Open Houses, Family Center Youth Forum, and Highway 9 Coalition.

Lake Stevens City Council Workshop Meeting Minutes

April 11, 2011

Staff Reports: Staff reported on the following: Planning Director Ableman – new Senior Planner started last Monday, new Associate Planner will be starting next month; Finance Director/Treasurer Lowe – 1st quarter financials at the next meeting; Public Works Director/Engineer Monken – closed the milfoil bids with two bids received, Public Works crew will have a show and tell equipment show at a couple of schools, lake level is high – recorded highest 212.5; and City Clerk Scott – April 18 volunteer appreciation event.

Adjourn. Councilmember Spencer moved to adjourn at 8:01 p.m., seconded by Councilmember Somers; motion carried unanimously. (7-0-0-0)

Suzanne Quigley, Mayor Pro Tem

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

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**CITY OF LAKE STEVENS
WORKSHOP MEETING MINUTES**

Monday, April 18, 2011
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: Kim Daughtry, Suzanne Quigley, Kathy Holder, Neal Dooley and John Spencer

COUNCILMEMBERS ABSENT: Mark Somers and Marcus Tageant

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

OTHERS: Members of the Park Board, Planning Commission, Civil Service Commission, Arts Commission and Library Board

Volunteer Appreciation Event. The Mayor and Council expressed appreciation to all the Commission/Board members for their continued support on their respective Commissions /Boards. Mayor Little presented certificates of appreciation to each Board/Commission member.

Adjourn. 8:15 p.m.

Vern Little, Mayor

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



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LAKE STEVENS CITY COUNCIL
STAFF REPORT

Council Agenda Date: April 25, 2011

Subject: Franchise Agreement with Waste Management for Solid Waste Collection in the Annexed Areas of the City

Contact Person/Department: City Administrator Jan Berg **Budget Impact:** N/A

RECOMMENDATION(S)/ACTION REQUESTED OF COUNCIL:

Approve first of two readings of the Franchise Agreement with Waste Management of Washington for solid waste collection in the annexed areas of the City of Lake Stevens.

SUMMARY/BACKGROUND:

When an area is annexed into the City and the City desires to provide future solid waste collection services in that area the City must enter into a franchise agreement with the current service provider. Per RCW 35A.14.900, the current service provided has the right to continue operating in the annexed area for seven years plus has the right to file a claim for damages to the City. It has been the industry standard for the service provided to waive the claim for damages by extending the franchise agreement from seven years to ten years. Waste Management of Washington has requested such a franchise.

During the first reading of the Ordinance, the City Council requested more information regarding the additional three years of service as a measure of or in lieu of "measurable damages". Attached is Exhibit C: an explanation of measurable damages from Waste Management's Attorney, Exhibit D: RCW 35A.14.900 and Exhibit E: Dahl-Smyth, Inc. v. Walla Walla case that created the case law for the additional three year term of service.

The franchise agreement along with Ordinance will serve as notice to both Waste Management of Washington and the Utilities and Transportation Commission to start the clock on the City's desire to provide collection in the annexation area.

The proposed franchise agreement includes a start date of April 1, 2011 and ends on March 31, 2021 to coincide with the recently approved solid waste contract amendment with Allied Waste which runs from April 1, 2011 through March 31, 2018 with the option to extend an additional three years to March 31, 2021. The franchise agreement also includes the ability for Allied Waste to conduct the City's annual spring clean-up day in the annexation area if desired and to include all City residents.

APPLICABLE CITY POLICIES:

Franchise Agreements require two public readings.

BUDGET IMPACT:

None

ATTACHMENTS:

- ▶ Exhibit A: Franchise Agreement
- ▶ Exhibit B: Draft Ordinance #854
- ▶ Exhibit C: Email from Polly McNeil, Attorney for Waste Management
- ▶ Exhibit D: RCW 35A.14.900
- ▶ Exhibit E: Case of Dahl-Smyth v. Walla Walla

SOLID WASTE COLLECTION FRANCHISE AGREEMENT

THIS FRANCHISE AGREEMENT (“Agreement”) is made as of the ____ day of _____, 2011, by and between the City of Lake Stevens, a municipal corporation (“City of Lake Stevens” or “City”), and Waste Management of Washington, Inc. (“Waste Management”):

Whereas, certain areas have been annexed from time to time into the City of Lake Stevens as set out in the Attachment A spreadsheet, Attachment B listing of ordinances and Attachment C Map depicting annexation areas by location, ordinance and effective date (the “Annexation Area(s)”);

Whereas Waste Management has heretofore performed solid waste collection under its certificate of public convenience and necessity (G-237) issued to it by the State of Washington under authority of the Washington Utilities and Transportation Commission (“WUTC”) to collect and dispose of solid waste in the Annexation Area(s); and

WHEREAS RCW 35A.14.900 provides that if a city annexes part of a WUTC-certificated territory, the city is required to grant a franchise to continue solid waste collection services with the annexed territory for a term of not less than seven years, and also provides for measurable damages caused by the City’s annexation; and

WHEREAS Waste Management, subject to the terms and conditions herein, is willing to accept this Agreement with the City for solid waste collection services within the Annexation Area(s) in lieu of its claims under RCW 35A.14.900 for a franchise and for measurable damages resulting from the cancellation of Waste Management’s certificate rights by the City’s assertion of jurisdiction over solid waste collection in the Annexation Area(s).

NOW, THEREFORE, the City of Lake Stevens and Waste Management, for and in consideration of the mutual promises, covenants and conditions set forth in this Agreement, agree as follows:

Section 1 – Exclusive Rights. Waste Management is hereby granted an exclusive franchise to engage in the business of collection and disposal of solid waste in the Annexation Area(s), and shall have an exclusive right during the term of this Agreement, on the terms set out and agreed to herein, to collect and haul for hire over the streets and alleys of the City all solid waste collected from private customers located within the Annexation Area(s). The City shall not, except as allowed in this Agreement, directly or by contract, without the permission of Waste Management, collect and dispose of solid waste in the Annexation Area(s), unless Waste Management shall refuse or be unable to provide the service. In that case, the City may provide the service and terminate this Agreement.

1.1 “Solid waste”, as used herein, means all putrescible and nonputrescible solid and semisolid wastes including, but not limited to, garbage, rubbish, ashes, industrial wastes, swill, sewage sludge, demolition and construction wastes, abandoned vehicles or parts thereof, and recyclable materials, except for recyclable materials collected from commercial, industrial, or institutional customers.

1.2 Waste Management hereby grants permission for the City, either directly or by contract, to collect and dispose of solid waste in the Annexation Area(s) for a one-time annual spring cleanup event; provided, however, that Waste Management reserves the right to revoke this permission at any time if it instead is willing to perform the annual spring cleanup collection services itself.

Section 2 – Term. The term of this Agreement is ten (10) years, starting April 1, 2011, and expiring March 31, 2021. The term of this Agreement shall not be affected or changed despite (1) its signature at a later date, or (2) the adoption of Ordinance 854 at a date later than April 1, 2011.

Section 3 – Waiver of Claims. This Agreement is in lieu of a franchise as provided in RCW 35A.14.900. Unless Waste Management elects a shorter term, the opportunity to provide service in accordance with these conditions has been established specifically to satisfy Waste Management’s rights to a franchise and measureable damages under the state statute. Except for the rights conferred by this Franchise Agreement and Ordinance 854, Waste Management hereby expressly waives and releases its right to claim any other franchise, damages or compensation from the City, its officers, agents, or assigns arising out of the cancellation of any pre-existing certificate right held by Waste Management.

Section 4 - Assignment. This Agreement may not be assigned either voluntarily or by operation of law without the approval of the City Council, which approval shall not be unreasonably withheld; provided, however, that intracompany transfers, such as transfers between different subsidiaries or branches of the parent corporation of Waste Management, or transfers to corporations, limited partnerships, or any other entity owned or controlled by Waste Management upon the effective date of this contract shall not constitute a change in control for which the City’s approval is necessary.

Section 7 – Services Performed. Services performed under this Agreement shall be in accordance with rules and regulations established by the WUTC, and Waste Management’s collection rates inside the City shall be the same as set out under its then-effective tariffs applicable to service in the unincorporated Snohomish County immediately adjacent to the City. If the Commission stops setting rates for Waste Management, the parties will negotiate in good faith to establish rates that are sufficient to cover cost of collection and disposal and a reasonable profit. Any rate changes shall only become effective upon the giving of notice to customers as required by law.

Section 9 - Nondiscrimination. Waste Management shall furnish collection services to any person or organization, public or private, within the annexation area(s) after receipt of a written request for services. Waste Management shall not be required to

furnish service to any household, residence, dwelling, business establishment, or building where adequate access has not been provided, nor where the person or organization has failed to pay for services rendered by Waste Management, and may otherwise discontinue service or assess charges in accordance with the rules and regulations of the WUTC and Waste Management's then-effective tariff.

Section 10 – Indemnification. Waste Management shall indemnify and hold the City and its agents, employees, and/or officers harmless from and shall process and defend at its own expense any and all claims, demands, suits, at law or equity, actions, penalties, loss, damages, or costs, of whatsoever kind or nature, brought against the City arising out of, or in connection with or incident to, this Agreement and/or Waste Management's performance or failure to perform any aspect of this Agreement; provided however, if such claims are caused by or result from the concurrent negligence of the City, its agents, employees, and/or officers, this indemnity provision shall be valid and enforceable only to the extent of the negligence of Waste Management, and, provided further, that nothing herein shall require Waste Management to hold harmless or defend the City, its agents, employees, and/or officers for damages or loss caused by the City's sole negligence. The provisions of this Section shall survive the expiration or termination of this Agreement.

Section 11 - Insurance. Waste Management shall procure and maintain, for the duration of the license, insurance against claims for injuries to persons or damage to property that may arise from or in connections with the performance of the services provided under this Agreement by Waste Management, its agents, representatives, employees or subcontractors. At the outset of this Agreement and annually upon request by the City, Waste Management shall furnish the City with certificates of insurance evidencing coverages in the following amounts: (1) automobile liability insurance with a minimum combined single limit for bodily injury and property damage of \$3,000,000.00 per accident; (2) commercial general liability insurance of not less than \$3,000,000.00 each occurrence, and \$5,000,000.00 general aggregate; and (3) workers' compensation as required by the laws of the State of Washington. The cost of all such insurance shall be paid by Waste Management. With respect to each insurance policy, Waste Management shall name the City of Lake Stevens as an additional named insured.

Section 12 – Business license; Utility Tax. Waste Management shall obtain and maintain a City of Lake Stevens business license. Waste Management acknowledges that the City of Lake Stevens does not currently impose and collect a utility or business and occupation tax on the business of collection and disposal of solid waste. Nothing in this Franchise Agreement shall prevent the City of Lake Stevens from imposing and collecting a utility or business and occupation tax on the business of collection disposal of solid waste.

Section 13 – Notice and other communication. For the purpose of any official communication between the City of Lake Stevens and Waste Management, the parties agree that notice may be given by first class mail, postage prepaid and addressed as follows:

To the City of Lake Stevens:

To Waste Management of Washington, Inc.:

City Administrator
1812 Main Street
Lake Stevens, WA 98258

Municipal Contracts Manager
801 2nd Avenue, Suite 614
Seattle, WA 98104

Such notice shall be deemed effective on the fourth (4th) day after mailing.

From time to time, it may be necessary for the City of Lake Stevens and Waste Management to communicate about street closures, route changes, adverse weather conditions or other unforeseen circumstances. The contact for the City of Lake Stevens for such communications, unless changed by notice, shall be the City Clerk. The contact for Waste Management for such communications, unless changed by notice, shall be the Municipal Contracts Manager.

Dated as of the day and year first written above.

CITY OF LAKE STEVENS

Mayor

ATTEST:

City Clerk

APPROVED TO FORM:

City Attorney

WASTE MANAGEMENT OF
WASHINGTON, INC.

Name:
Title:

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

ORDINANCE NO. 854

**AN ORDINANCE ADOPTED PURSUANT TO RCW 35A.14.900
PROVIDING FOR A FRANCHISE TO WASTE MANAGEMENT
OF WASHINGTON, INC. ALLOWING IT TO COLLECT SOLID
WASTE FOR TEN (10) YEARS IN AREAS ANNEXED INTO THE
CITY**

WHEREAS, certain areas have been annexed from time to time into the City of Lake Stevens as set out in the Attachment A spreadsheet, Attachment B listing of ordinances and Attachment C Map depicting annexation areas by location, ordinance and effective date (the “annexation area(s)”);

Whereas Waste Management of Washington, Inc. provides solid waste collection in the annexation areas;

NOW, THEREFORE, the City Council of the City of Lake Stevens does ordain as follows:

Section 1. Franchise conferred; duration: Waste Management of Washington, Inc., hereinafter identified as “Grantee”, shall hereby have an exclusive right during the term of the franchise granted and recognized by this ordinance, on the terms set out and agreed to in the Franchise Agreement attached hereto as Attachment D to collect and haul for hire over the streets and alleys of the City all solid waste collected from private customers located within the corporate limits of the City which were annexed into the City of Lake Stevens as detailed in Attachments A, B and C. “Solid waste”, as used herein, shall be interpreted to mean and include all garbage, refuse, solid waste, animal and vegetable matter, rubbish, trash, debris, ashes, tin cans and other waste materials, including recyclable materials customarily hauled away, dumped, disposed of, or recycled. The franchise conferred by this Section 1 shall continue for a period of ten years from the commencement date set out in the Franchise Agreement.

Section 2. Nondiscrimination: Grantee shall furnish collection services to any person or organization, public or private, within the annexation area(s) after receipt of a written request for services. Grantee shall not be required to furnish service to any household, residence, dwelling, business establishment, or building where adequate access has not been provided, nor where the person or organization has failed to pay for services rendered by grantee.

Section 3. Collection rates: Grantee’s collection rates inside the City shall be the same as set out under Grantee’s tariffs as established with the Washington Utility and Transportation Commission for County residents, provided that if the Commission stops

setting rates for the Grantee, then City and grantee will negotiate in good faith to set collection rates that are sufficient to cover the cost of collection and disposal and a reasonable profit. Any rate changes shall only become effective upon the giving of notice to customers as required by law.

Section 4. Exclusive: The City shall not, except as allowed in the Franchise Agreement, directly or by contract, without the permission of Grantee, collect and dispose of solid waste in the annexation area(s), unless Grantee shall refuse or be unable to provide the service. In that case, the City may provide the service and terminate this franchise.

Section 5. Notice to WUTC: Upon this Ordinance becoming effective, a copy of this Ordinance shall be provided to the Washington Utilities and Transportation Commission to advise the Commission of the commencement of the transition period prescribed by RCW 35A.14.900.

Section 6. Other annexations: Nothing herein shall be construed as affecting the rights of any party with respect to any other areas annexed previously, or after the date of the annexed areas identified in Attachments A, B and C, and respecting an area not referenced in this Ordinance.

Section 7. Severability: In the event any provision, phrase or section of this Ordinance shall be declared unlawful, the remainder of this Ordinance shall remain in full force and effect.

PASSED by the City Council and approved by the Mayor this _____ day of April, 2011.

CITY OF LAKE STEVENS

By: _____
Mayor

Attest:

City Clerk

Approved as to form:

Grant Weed, City Attorney

Published: _____

ACCEPTANCE

Grantee hereby accepts the franchise conferred for the duration provided and agrees to provide services in accordance with the provisions of this Ordinance.

DATED April _____, 2011.

WASTE MANAGEMENT OF
WASHINGTON, INC.

By: _____

(Name/Title)

From: Polly McNeill [mailto:pollym@SummitLaw.com]
Sent: Saturday, March 26, 2011 12:49 PM
To: Thom Graafstra
Subject: Lake Stevens

Thom,

Thank you again for your time yesterday discussing solid waste collection in the City of Lake Stevens. Just to summarize, my client Waste Management operates in the unincorporated territory under the jurisdiction of the WUTC by virtue of a certificate of public convenience and necessity (a "G Permit"). The "core" of the City is served by Rabanco, under contract. Recently, the City has annexed territories where fairly dense residential and commercial customers are located in WM's certificate area.

Under RCW 35A.14.900, the procedures by which a city can assert jurisdiction over solid waste collection in annexation territories is set forth, as well as the method of compensating a hauler for the loss of its WUTC certificate. In short, the statute requires a city to issue a franchise of no less than seven years, and also allows for compensation for "measurable damages." The meaning of the latter concept is discussed in *Dahl-Smyth, Inc. v. Walla Walla*, 148 Wn.2d 835, 64 P.3d 15 (2003). The calculation used in that case involved projecting current revenues at the time of annexation for a period of time, and then reducing that amount to present value. In my experience, compensation for measurable damages is generally handled by extending the term of the seven-year franchise. A standard minimum is tens years, although it could be a shorter or longer extension depending on the parties' respective concerns and liabilities. The service conditions of the franchise can also be used to address compensation, and frequently can also be beneficial to furthering a city's solid waste policies.

On Monday, Tim Crosby of WM is meeting with Jan Berg of Lake Stevens to learn of the City's goals and objectives, articulate the company's concerns and rights, and discuss how the annexation territories can be aligned with the statute and the City's contract obligations.

They are meeting at 11:00. Tim has suggested that I attend, to answer questions that may arise about the statute and the law, and facilitate their ability to explore optional points of negotiations. It would be great to do that, and even better if you could also attend - even by phone. Obviously, I would not attend if you objected, though. That's a given.

I apologize for sending this on a weekend, but I was unable to get it out last night. I will check messages periodically, and be in my office Monday morning if you would like to call.

Sincerely,
Polly McNeill

RCW 35A.14.900

RCW 35A.14.900

Cancellation, acquisition of franchise or permit for operation of public service business in territory annexed — Regulation of solid waste collection.

The annexation by any code city of any territory pursuant to this chapter shall cancel, as of the effective date of such annexation, any franchise or permit theretofore granted to any person, firm or corporation by the state of Washington, or by the governing body of such annexed territory, authorizing or otherwise permitting the operation of any public utility, including but not limited to, public electric, water, transportation, garbage disposal or other similar public service business or facility within the limits of the annexed territory, but the holder of any such franchise or permit canceled pursuant to this section shall be forthwith granted by the annexing code city a franchise to continue such business within the annexed territory for a term of not less than seven years from the date of issuance thereof, and the annexing code city, by franchise, permit or public operation, shall not extend similar or competing services to the annexed territory except upon a proper showing of the inability or refusal of such person, firm or corporation to adequately service said annexed territory at a reasonable price: PROVIDED, That the provisions of this section shall not preclude the purchase by the annexing code city of said franchise, business, or facilities at an agreed or negotiated price, or from acquiring the same by condemnation upon payment of damages, including a reasonable amount for the loss of the franchise or permit. In the event that any person, firm or corporation whose franchise or permit has been canceled by the terms of this section shall suffer any measurable damages as a result of any annexation pursuant to the provisions of the laws above-mentioned, such person, firm or corporation shall have a right of action against any code city causing such damages.

After an annexation by a code city, the utilities and transportation commission shall continue to regulate solid waste collection within the limits of the annexed territory until such time as the city notifies the commission, in writing, of its decision to contract for solid waste collection or provide solid waste collection itself pursuant to RCW 81.77.020. In the event the annexing city at any time decides to contract for solid waste collection or decides to undertake solid waste collection itself, the holder of any such franchise or permit that is so canceled in whole or in part shall be forthwith granted by the annexing city a franchise to continue such business within the annexed territory for a term of not less than the remaining term of the original franchise or permit, or not less than seven years, whichever is the shorter period, and the city, by franchise, permit, or public operation, shall not extend similar or competing services to the annexed territory except upon a proper showing of the inability or refusal of such person, firm, or corporation to adequately service the annexed territory at a reasonable price. Upon the effective date specified by the code city council's ordinance or resolution to have the code city contract for solid waste collection or undertake solid waste collection itself, the transition period specified in this section begins to run. This section does not preclude the purchase by the annexing city of the franchise, business, or facilities at an agreed or negotiated price, or from acquiring the same by condemnation upon payment of damages, including a reasonable amount for the loss of the franchise or permit. In the event that any person, firm, or corporation whose franchise or permit has been canceled by the terms of this section suffers any measurable damages as a result of any annexation pursuant to this chapter, such person, firm, or corporation has a right of action against any city causing such damages.

[1997 c 171 § 3; 1967 ex.s. c 119 § 35A.14.900.]

Notes:

Severability -- 1997 c 171: See note following RCW 35.02.160.

Page 835

148 Wn.2d 835 (Wash. 2003)

64 P.3d 15

**DAHL-SMYTH, INC., a Washington corporation,
Petitioner,**

v.

**CITY OF WALLA WALLA, a municipal
corporation, Respondent.**

No. 72282-0.

Supreme Court of Washington, En Banc.

March 6, 2003.

Argued Nov. 19, 2002.

[64 P.3d 16]

Page 837

James Sells, Silverdale, Polly McNeill, Seattle, for
Petitioner.

Richard Wernette, Walla Walla, for Respondent.

Robert Beaumier, Spokane, amicus curiae on behalf
of City of Walla Walla.

Leslie Nellermeoe, Seattle, amicus curiae on behalf
of Waste Management of Wash.

Mary Spillane, David Wiley, Seattle, amicus curiae
on behalf of Wash. Refuse and Recycling Ass'n.

BRIDGE, J.

This case requires us to determine how "measurable damages" should be calculated when a city annexes territory covered by the certificate of a private solid waste collection company. Former RCW 35A.14.900 (1996) provides that when a city annexes territory, the city may allow the territory's garbage hauler to continue to serve the territory for five years. [1] If the city so chooses, the city must pay "any measurable damages as a result of any annexation." RCW 35A.14.900. The Court of Appeals held that "measurable damages" do not include the loss in value to

Page 838

the certificate and that such damages must be capable of exact measurement. We reverse.

[64 P.3d 17] I

FACTS

Dahl Smyth, Inc. (DSI) provided exclusive solid waste collection service in portions of Walla Walla County pursuant to a Certificate of Public Convenience and Necessity (commonly called a "G certificate") issued by the Washington Utilities and Transportation Commission (WUTC) as required by RCW 81.77.040. Private solid waste collection companies, such as DSI, are subject to the supervision and regulation of the WUTC. RCW 81.77.030. The WUTC sets the rates that a certificate-holder may charge and may suspend, revoke, alter, or amend the certificate for cause. *Id.*

Between 1982 and 2000, the City of Walla Walla (City) periodically annexed various portions of DSI's territory containing a total of 269 occupied housing units. Under former RCW 35A.14.900, all utility franchises are automatically cancelled upon annexation. [2] However, a city may elect to continue a garbage hauler's service after annexation. RCW 35A.14.900. In this case, DSI continued to serve the annexed territories for at least five years after the annexations occurred, although the City did not always grant DSI formal franchise extensions. Thereafter, the City chose to provide its own solid waste collection service, thus decreasing DSI's territory with each annexation.

In August 1985, DSI brought suit against the City in Walla Walla County Superior Court, seeking "measurable damages" as a result of the City's annexations of its territory between 1960 and 1984. By agreement of the parties, the City did not file an answer until July 1999

Page 839

because both parties were awaiting a decision in a similar case involving DSI, the neighboring city of College Place, and many of the same issues. *See Dahl-Smyth, Inc. v. City of College Place*, No. 7102-2-III (Wash.Ct.App. Feb.5, 1987). [3] That case ultimately resulted in an unpublished Court of Appeals opinion. 46 Wash.App. 1049 (1987).

Both parties moved for partial summary judgment in 1999. Due to the *College Place* decision, the trial court found that DSI was collaterally estopped from arguing that the City was required to grant formal franchise extensions, and that "measurable damages" do not include lost profits. [4] Citing *Metropolitan Services, Inc. v. City of Spokane*, 32 Wash.App. 714, 649 P.2d 642, *review denied*, 98 Wash.2d 1008 (1982), the court also dismissed DSI's constitutional taking claim. [5] The only remaining issue for trial was the amount of "measurable damages," which, in accordance with *College Place*, was to be based on the decrease in the value of the certificate

due to the annexations.

After a bench trial, the court ruled that DSI's certificate was a property right that has value distinct from lost profit and awarded DSI "measurable damages" in the amount of \$425,000. The judge found DSI's two expert witnesses persuasive on the appropriate methodology of calculating "measurable damages." Both experts testified that the current method for calculating damages is to multiply the EBDIT or EBITDA times a multiplier of 7.6. (EBDIT consists

Page 840

of [64 P.3d 18] earnings Before depreciation, interest and taxes, while EBITDA is earnings Before interest, taxes, depreciation and amortization.) Both of DSI's experts' calculations included an estimate of future revenue minus saved expenses. The City's expert, on the other hand, testified that DSI did not incur *any* "measurable damages" since it had the benefit of the five-year franchise extensions, but the trial court found this testimony unpersuasive. [6]

The City appealed to Division Three of the Court of Appeals, which reversed the damage award and remanded for further proceedings. *Dahl-Smyth, Inc. v. City of Walla Walla*, 110 Wash.App. 26, 38 P.3d 366 (2002). The Court of Appeals accepted Dahl-Smyth's proposition that the hauler's certificate is a property right and that damages for cancellation by annexation are governed solely by RCW 35A.14.900. *Id.* at 34, 38 P.3d 366. The court then held that "measurable damages" meant only "those claims that are directly connected to the cancellation of the franchise and capable of exact measurement." *Id.* at 35, 38 P.3d 366. According to the court, such damages do not include lost profits or loss in value; rather, they are limited to "incidental and consequential damages proximately caused by the cancellation of the franchise." *Id.*

DSI appealed to this court and we granted review.

II

ANALYSIS

The single issue Before this court is whether the Court of Appeals erred in its determination of what is to be included in a calculation of "measurable damages." Because we find that there is no indication in the statute that "measurable damages" must be capable of exact measurement nor any indication that "measurable damages" are limited to incidental and consequential damages, we reverse the Court of Appeals.

Page 841

If a city annexes territory covered by a garbage hauler's certificate, the city may retain the hauler's service or choose to provide its own solid waste collection service.

RCW 35.21.120. However, if the city takes over collection, RCW 35A.14.900 requires the city to compensate the holder of the certificate. Under RCW 35A.14.900, the city must choose one of three options. The city can: (1) purchase the franchise for a negotiated price, (2) condemn the franchise upon payment of damages, or (3) permit the franchisee to continue to serve the annexed territory for five years after annexation, at which point the city may then provide its own garbage collection service. Former RCW 35A.14.900 (1996). If the city chooses the third option, the city is liable for "any measurable damages as a result of any annexation..." *Id.*; see also *Metropolitan*, 32 Wash.App. at 719, 649 P.2d 642 (holding that "measurable damages" only apply if the city elects to grant the five-year franchise extension). The statute does not define "measurable damages."

There is very little authority in Washington case law on the meaning of the phrase "measurable damages." In *Metropolitan*, a garbage hauler sued the City of Spokane for damages to its franchise due to annexations. [7] 32 Wash.App. 714, 649 P.2d 642. The Court of Appeals found that Metropolitan's claim for "measurable damages" was statutory rather than constitutional, and was therefore barred by the statute of limitations. *Id.* at 719-20, 649 P.2d 642. Although Metropolitan's claim was barred, the Court of Appeals discussed the meaning of "measurable damages:" "[T]he franchisee who is granted a 5-year franchise after annexation has the right under the statute to seek damages for *any loss* sustained over and above the benefit derived from the franchise." *Id.* at 719, 649 P.2d 642 (emphasis added). Because the claim was time barred, the court did not elaborate on what such losses would include.

[64 P.3d 19]

Page 842

In 1982, DSI brought suit under former RCW 35A.14.900 against the City of College Place after the city annexed some of its territory, arguing that "measurable damages" included lost profits and the decrease in value of the certificate. *College Place*, slip op at 3. The trial court refused to allow DSI to recover lost profits, limiting damages to the decrease in value of the certificate. *Id.* at 4. In an unpublished decision, the Court of Appeals found that "if the Legislature meant to limit damages to the loss in value of the certificate, it would have so stated, instead of using the phrase 'any measurable damages.'" *Id.* at 5. The Court of Appeals nonetheless refused to award lost profits since they are based on estimated future earnings and costs, and are therefore not "capable of exact measurement." *Id.*

"Capable of Exact Measurement"

On appeal in this case, the Court of Appeals found, in accordance with the *College Place* ruling, that by using the word "measurable," the legislature intended to allow

only those damages that were "capable of exact measurement." *Dahl-Smyth*, 110 Wash.App. at 35, 38 P.3d 366 (emphasis added). DSI's expert admitted at trial that his calculation of damages was "not subject to any kind of exact measurement, they are estimates at best." Report of Proceedings at 81. Apparently because loss in value cannot be measured exactly, the Court of Appeals concluded that "measurable damages" do not include the loss in value to the hauler's certificate. *Dahl-Smyth*, 110 Wash.App. at 34-35, 38 P.3d 366. The court cited *Metropolitan*, stating: "In effect, Dahl-Smyth requested and received as 'measurable damages' the very damage award denied in *Metropolitan*: just compensation for the loss in value of its franchise." *Id.* at 34, 38 P.3d 366. However, *Metropolitan* does not prohibit the recovery of "measurable damages" for loss in value of the franchise. Rather, the *Metropolitan* court stated that the franchisee could seek damages for "any loss sustained over and above the benefit derived from the franchise." 32 Wash.App. at 719, 649 P.2d 642 (emphasis added).

"Measurable" is not defined in RCW 35A.14.900. When no statutory definition is provided, words in a statute should be given their common meaning,

Page 843

which may be determined by referring to a dictionary. *Budget Rent A Car Corp. v. Dep't of Licensing*, 144 Wash.2d 889, 899, 31 P.3d 1174 (2001). *Webster's* defines "measurable" as "capable of being measured," "great enough to be worth consideration: significant," and "of limited duration: not indefinite; foreseeable." WEBSTER'S THIRD NEW INTERNATIONAL DICTIONARY 1399 (1971). Nowhere in *Webster's* definition does it state that "measurable" means "exact."

It seems unlikely that the legislature meant for "measurable damages" to be awarded only if capable of exact calculation, particularly as such precision is not required in the calculation of other types of damages awards. For example, in discussing a damages claim for lost profits, this court has stated: "It is not necessary that lost profits be susceptible of exact calculation. It is sufficient if there be data from which the profits can be ascertained with a reasonable degree of certainty and exactness." *Cal. E. Airways, Inc. v. Alaska Airlines Inc.*, 38 Wash.2d 378, 380, 229 P.2d 540 (1951). See also 22 AM.JUR. 2d *Damages* § 486 (1988). Thus, we find it more likely that, as DSI argues, the legislature used the word "measurable" to indicate that damages must be capable of calculation by some accepted methodology.

Incidental and Consequential Damages

The Court of Appeals further limited "measurable damages" to incidental and consequential damages. Yet if the legislature had intended such a meaning, it could have included the terms "incidental" and "consequential" in the statute rather than using the term "measurable." The

inclusion of one term as opposed to another in a statute implies that the legislature intended to exclude the other. *In re Detention of Williams*, 147 Wash.2d 476, 491, 55 P.3d 597 (2002). Thus, we determine that the use of the term "measurable damages" indicates that the legislature did not in fact mean incidental and consequential damages.

[64 P.3d 20]

Page 844

Fair Market Value and Offset

DSI argues that the difference in the fair market value of its certificate Before and after the annexations without any offset for the five-year extension is the appropriate way to calculate "measurable damages." The City, on the other hand, asserts that because fair market value is used to calculate damages in condemnation cases, it cannot also be used to assess the appropriate amount of "measurable damages." The City also contends that the amount of damages should be reduced by the benefit gained from the five-year franchise extensions.

This court routinely calculates damages by assessing fair market value in condemnation cases. See, e.g., *Lange v. State*, 86 Wash.2d 585, 547 P.2d 282 (1976); *State v. Rowley*, 74 Wash.2d 328, 444 P.2d 695 (1968); *State v. Larson*, 54 Wash.2d 86, 338 P.2d 135 (1959). However, condemnation is one of the other two choices that a city has under RCW 35A.14.900. Presumably, "measurable damages" has a separate and distinct meaning under the five-year extension option.

The court should not construe statutory language "so as to result in absurd or strained consequences...." *In re Custody of Smith*, 137 Wash.2d 1, 8, 969 P.2d 21 (1998) (quoting *Duke v. Boyd*, 133 Wash.2d 80, 87, 942 P.2d 351 (1997)). A statute should be read as a whole and the various provisions should be read in light of each other. *Miller v. City of Tacoma*, 138 Wash.2d 318, 338, 979 P.2d 429 (1999). Since condemnation is an alternative to the five-year extension plus "measurable damages" option, it is presumed to have an independent and distinct meaning. See *Haley v. Highland*, 142 Wash.2d 135, 147, 12 P.3d 119 (2000) (stating that a difference in meaning is presumed when the legislature uses different language at various points within the same statute). This distinction makes common sense. If "measurable damages" were assessed by calculating fair market value with no offset for the five-year extension, then no city would ever choose the five-year extension option. If

Page 845

it did, it would have to pay fair market value plus grant a five-year extension, whereas if it instead chose the condemnation option, it could simply pay fair market value with no extension. Thus, by reading the statute as a

whole, we conclude that the legislature did not intend for "measurable damages" to equal the difference in the fair market value of the certificate Before and after annexation without an offset.

In ascertaining the proper measure of damages, we look to other cases involving injury to property for guidance. This court has held that the proper measure of damages when property is permanently damaged is the difference between the value of the property Before the injury and its value after the injury. *Colella v. King County*, 72 Wash.2d 386, 394, 433 P.2d 154 (1967); *Drake v. Smith*, 54 Wash.2d 57, 62, 337 P.2d 1059 (1959). See also 22 AM.JUR. 2d *Damages* § 405, at 490 (1988). Under this theory, however, because the five-year franchise extension also compensates the hauler for the loss of territory, we believe the award for diminution in value should be offset by the benefit gained by reason of the extension.

The *Metropolitan* decision supports this interpretation. The *Metropolitan* court stated that a garbage collection company that receives a five-year extension "has the right under the statute to seek damages for any loss sustained *over and above the benefit derived from the franchise.*" 32 Wash.App. at 719, 649 P.2d 642 (emphasis added). Here, DSI enjoyed an extended five-year benefit because the City chose to grant it an extension rather than negotiating a purchase or condemning the franchise. In accordance with *Metropolitan*, DSI can seek damages for any loss that exceeds the benefit that it received from the five-year franchise extensions, but cannot claim both damages for the full loss in value of the certificate *plus* the benefit of the five-year extension.

The trial court found that the DSI certificate had "value unrelated to the 5 or 7 year continued service provision." Clerk's Papers at 1621. However, given that the other two options provided for by the legislature in RCW 35A.14.900 are a negotiated sale and condemnation,

Page 846

it is unlikely that any city would choose to grant the five-year extension if the legislature also meant for a city to pay damages without an offset for the benefit accrued during the five-year franchise extension.

[64 P.3d 21] Therefore, although it is appropriate to assess "measurable damages" based on the change in fair market value, such a damages award must be reduced by the amount of benefit gained from the franchise extension.

Lost Profits

The trial court ruled on summary judgment that DSI was collaterally estopped from claiming lost profits due to the *College Place* decision. The Court of Appeals

agreed with the *College Place* court's reasoning, finding that lost profits were "too speculative to qualify as 'measurable damages.'" *Dahl-Smyth*, 110 Wash.App. at 35, 38 P.3d 366. Despite its stated exclusion of lost profits, the trial court accepted the testimony of DSI's experts, who calculated the loss of the certificate's value by estimating DSI's future revenues minus future expenses from 1999 to 2009 for the annexed territory. [8] The City argues that this type of calculation results in recovery of lost profits. [9]

A commonly accepted method of determining the value of a business is to estimate its ability to generate future profits. CHARLES H. MEYER, ACCOUNTING AND FINANCE FOR LAWYERS 373 (1995). See also *Business Valuation Methods*, American Express Small Business 1 (2002), at <http://home3.americanexpress.com/smallbusiness/resources/starting/valbiz.shtml>

Page 847

last visited Nov. 4, 2002). Similarly, the value of an asset can be determined by evaluating the relationship between the profit that it generates and the cost of earning that profit. Samuel Greengard, *Get a Grip on Assets*, Business Finance Magazine 3 (Jan.2002), at <http://www.bfmag.com/archives> (last visited Nov. 4, 2002). See also EUGENE F. BRIGHAM, FUNDAMENTALS OF FINANCIAL MANAGEMENT 39 (7th ed. 1995) ("The value of an asset (or a whole firm) is determined by the cash flow it generates.").

A garbage collection certificate is an asset. It gives its possessor the right to generate profits. The greater the profit the certificate is expected to generate, the more valuable the certificate. Thus, an evaluation of the change in value to DSI's certificate necessarily includes a calculation of the profit that DSI could have expected to earn via the certificate.

Refusing to allow consideration of lost profits in assessing the value of a certificate would be prohibiting the use of a commonly accepted method of asset valuation. Thus, we hold that lost profits may be used to assess the value of a garbage collection company's certificate for the purpose of awarding "measurable damages."

Calculation at Time of Annexation

The City argues that because the certificate is cancelled at the time of annexation, the calculation of "measurable damages" should be based on rates and population counts existing at the time of annexation. DSI, on the other hand, used rates and customer counts existing at the time of trial to prepare its calculations of loss in value. The Court of Appeals found that "measurable damages" were "not necessarily fixed as of the annexation date." *Dahl-Smyth*, 110 Wash.App. at 35, 38 P.3d 366. Both of DSI's experts admitted that their calculations were based on 1999 customer counts and

rates, despite the fact that the annexations occurred at various times between 1982 and 2000. Thus, the calculation of damages for some of the annexations was based on customer

Page 848

counts and rates that existed 17 years after the annexations took place.

[64 P.3d 22] Former RCW 35A.14.900 provides for the automatic cancellation of the certificate at the time of annexation. RCW 35A.14.900. *See also Fed. Way Disposal Co. v. City of Tacoma*, 11 Wash.App. 894, 895, 527 P.2d 1387 (1974) (stating that annexation by a city cancels any garbage collection permit issued to a private company). Because cancellation occurs at annexation, the change in the fair market value must also be calculated based on data collected at that time. To do otherwise could result in an inflated measure of damages. As the city services manager testified at trial, annexation tends to increase the population density within the annexed territory because of the availability of city utilities. Thus, allowing damages to be calculated based on 1999 customer counts for annexations that occurred as far back as 1982 could lead to an inflated damage award. [10]

This court has previously held that damages to property should be calculated at the time of the injury. [11] In calculating damages for permanent injury to property, "the general rule applicable is the difference between the market value of the property *immediately Before* the damage and its market value *immediately thereafter.*" *Colella*, 72 Wash.2d at 393, 433 P.2d 154 (quoting *Harkoff v. Whatcom County*, 40 Wash.2d 147, 152, 241 P.2d 932 (1952) (emphasis added)). *See also* 22 AM.JUR. 2d *Damages* § 407, at 492 (1988). The damage in this case is the annexation of the hauler's territory by a city, which results in the immediate cancellation of a hauler's certificate. Thus, we hold that the calculation of the difference in fair market value Before and after annexation must

Page 849

be based on rates and population counts that exist at the time of annexation.

III

CONCLUSION

Under RCW 35A.14.900, "measurable damages" are to be calculated at the time of annexation by determining the difference in market value of the hauler's certificate Before and after annexation. In determining an award, the amount of damages must then be reduced by the benefit gained by the hauler from the five-year extension of the franchise. We remand to the trial court for calculation of damages consistent with this opinion.

WE CONCUR: ALEXANDER, C.J., and JOHNSON, MADSEN, SANDERS, IRELAND, CHAMBERS, OWENS, JJ., and THOMPSON, J.P.T.

Notes:

[1] In 1997, the legislature amended the relevant portion of RCW 35A.14.900 to increase the extension period to seven years.

[2] The 1997 amendment to RCW 35A.14.900 requires the city to affirmatively notify the WUTC of its intent to operate its own solid waste collection service. Four of the annexations in this case occurred after 1997. However, neither party disputes that all of DSI's certificates were cancelled at the time of annexation.

[3] It is unclear from the record what caused the additional 12-year delay between the time that the Court of Appeals issued its *College Place* ruling and the City filed its answer. The trial judge found it to be the "result of mutual agreement." Clerk's Papers at 1208.

[4] RAP 10.4(h) prohibits a party from citing an unpublished opinion of the Court of Appeals as authority. Although both the trial court's decision and our opinion discuss the *College Place* ruling, we do not suggest that this or any other unpublished opinion should be relied on as precedent.

[5] Although this claim was dismissed on summary judgment by the trial court and was not raised Before the Court of Appeals, DSI argues a constitutional taking claim in its petition to this court. DSI's Pet. for Review at 12. We do not address the issue here because this court is generally limited to issues presented to and decided by the Court of Appeals when reviewing decisions of that court. *State v. Cunningham*, 93 Wash.2d 823, 837, 613 P.2d 1139 (1980); *Peoples Nat'l Bank of Wash. v. Peterson*, 82 Wash.2d 822, 830, 514 P.2d 159 (1973).

[6] The court also refused to qualify the City's other witness as an expert because he lacked experience in valuing solid waste companies.

[7] *Metropolitan* was decided under RCW 35.13.280 rather than 35A.14.900. However, the relevant language in the two statutes is identical except that RCW 35.13.280 applies to "noncode" cities while RCW 35A.14.900 applies to "code" cities.

[8] Although it is not usually the function of this court to weigh the evidence presented to the trial court, this court may examine expert testimony to determine if it was "clearly grounded upon a fundamentally wrong basis." *Doolittle v. City of Everett*, 114 Wash.2d 88, 106, 786 P.2d 253 (1990). *See also In re Appeal of Schmitz*, 44 Wash.2d 429, 433, 268 P.2d 436 (1954). In *Schmitz*, this court commented that when evaluating the weight of

expert opinion, "the opportunity of this court to study the exhibits, examine the figures, and consider the opinions of the experts is equal to that of the trial court." 44 Wash.2d at 433, 268 P.2d 436.

[9] Lost profits are normally calculated by subtracting the estimated cost of running a business from the estimated gross receipts. 22 AM.JUR. 2d *Damages* § 642, at 704 (1988). *See also* BLACK'S LAW DICTIONARY 1090 (5th ed.1979) (defining profit as "[e]xcess of revenues over expenses for a transaction").

[10] The same would be true to a lesser extent if we were to use numbers compiled at the end of the five-year extension period.

[11] Although this case does not involve a constitutional taking, it is instructive that damages for a taking are also assessed at the time of the taking rather than at the time of trial. *See City of Medina v. Cook*, 69 Wash.2d 574, 578, 418 P.2d 1020 (1966) ("The law is well settled that the measure of just compensation is the market value at the time of the taking."); 29A C.J.S. *Eminent Domain* § 172, at 426 (1992) ("[C]ompensation shall be determined as of the time of the taking....").



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STAFF REPORT



Council 25 April
Agenda 2011
Date: _____

Subject: Eurasian Watermilfoil Control Program (2011) – Contract Award Phase I

Contact Person: Mick Monken **Budget Impact:** \$11,500.00
Department: Public Works

RECOMMENDATION(S)/ACTION REQUESTED OF COUNCIL: Award Phase I, development of the Application Strategy Plan, to AquaTechnex, LLC for an amount of \$11,500.00.

SUMMARY/BACKGROUND: On April 8th, 2011 the City received Statement of Qualification and Proposal (SOQP) for services for the development and implementation of the Eurasian Watermilfoil Control Program for 2011. Requests for the SOQP were placed in the Daily Journal of Commerce, Lake Stevens Journal, through direct contacts with northwest regional service providers, and through the Contract Plan Center (servicing the west coast). The key reasons for using a SOQP for selecting a service provider rather than a bidding process are that the City needs a service provider who is highly experienced in assessing milfoil conditions, developing implementation plans, handling and applying the selected herbicide, and who has demonstrated that they can effectively work with staff and the public.

The City received a total of two SOQPs. (The assumed reason for so few service providers submitting was the limitation of experience with granular triclopyr). Independent reviews and a group evaluation was performed by Snohomish County and City staff of the two submittals. The SOQP required that a service provider meet special requirements such as being licensed in Washington, experienced in handling and applying granular triclopyr, and working directly with Washington State Department of Ecology. In addition, the SOQP provided a 7 selection criteria. Two key criteria were: 1) providing a detailed work plan for activities to develop and implement a strategy plan; and 2) describing the company's approach with working with the public. AquaTechnex was the high scorer in these two categories and in the overall rating, additionally a total of 5 reference were checked and all resulted in positive responses.

The SOQP included 3 phases: I) development of an application Strategy Plan; II) implementation of the Strategy Plan; and III) Follow up testing. The Strategy Plan (Plan) is the key element in the implementation of the triclopyr treatment. The Plan will define: where treatment is needed; at what concentration levels; when is the best time to do the treatment; how will the treatment be applied; how will public outreach be provided; and post application testing and result evaluated for possible follow up treatments in 2012.

While it is anticipated that the selected service provider will be performing all three phases, the recommended action is to perform only Phase I: development of the Strategy Plan. This will provide the actual application rate/s of herbicide and costs to implement the milfoil control program. Upon completion of the Plan, it will be brought before the Council for discussion and action.

APPLICABLE CITY POLICIES: None

BUDGET IMPACT: \$11,500 in this action. 2011 budget is \$182,000 including \$75,000 DOE grant.

ATTACHMENTS:

- ▶ Attachment A: Draft Professional Service Agreement

**PROFESSIONAL SERVICES AGREEMENT BETWEEN
CITY OF LAKE STEVENS
AND AquaTechnex, LLC
FOR Lake Stevens Eurasian Milfoil Control Project**

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

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

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

ARTICLE I. PURPOSE

The purpose of this agreement is to provide the City with consulting services to prepare an application strategy plan for the initial and post treatment follow up for the control of Eurasian Milfoil in Lake Stevens as described in Article II. The general terms and conditions of relationships between the City and the Consultant are specified in this agreement.

ARTICLE II. SCOPE OF WORK

The scope of work is set out in the attached Estimate of Professional Services for the Lake Stevens Eurasian Milfoil Control Project, hereinafter referred to as the "scope of services," **Exhibit A**. All services and materials necessary to accomplish the tasks outlined in **Exhibit A** shall be provided by the Consultant unless noted otherwise in the scope of services or this agreement.

ARTICLE III. OBLIGATIONS OF THE CONSULTANT

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

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

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

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

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

III.3 TIME OF PERFORMANCE. The Consultant shall be authorized to begin work under the terms of this agreement upon signing of both the scope of services and this agreement and shall complete the work within 20 days, unless a mutual written agreement is signed to change the schedule. An extension of the time for completion may be given by the City due to conditions not expected or anticipated at the time of execution of this agreement.

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

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

III.6 INDEMNITY.

a. Consultant shall defend, indemnify and hold the City, its officers, officials, employees and volunteers harmless from any and all claims, injuries, damages, losses or suits including attorney fees, arising out of or resulting from the acts, errors or omissions of the Consultant in performance of this Agreement, except for injuries and damages caused by the sole negligence of the City.

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

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

III.7 INSURANCE.

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

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

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

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

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

b. **Endorsement.** Each insurance policy shall be endorsed to state that coverage shall not be suspended, voided, canceled, reduced in coverage or in limits except

after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to the City.

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

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

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

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

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

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

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

III.13 CONFLICTS OF INTEREST. While this is a non-exclusive agreement the Consultant agrees to and will notify the City of any potential conflicts of interest in Consultant's client base

and will seek and obtain written permission from the City prior to providing services to third parties where a conflict of interest is apparent. If a conflict is irreconcilable, the City reserves the right to terminate this agreement.

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

ARTICLE IV. OBLIGATIONS OF THE CITY

IV.1 **PAYMENTS.** The Consultant shall be paid by the City for completed work for services rendered under this agreement and as detailed in the scope of services as provided hereinafter. Such payment shall be full compensation for work performed or services rendered and for all labor, materials, supplies, equipment and incidentals necessary to complete the work. Payment shall be on a time and expense basis, provided, however, in no event shall total payment under this agreement exceed eleven thousand five hundred dollars (\$11,500). In the event the City elects to expand the scope of services from that set forth in **Exhibit A**, the City shall pay Consultant an additional amount based on a time and expense basis, based upon Consultant's current schedule of hourly rates.

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

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

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

ARTICLE V. GENERAL

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

CITY OF LAKE STEVENS
C/O Mick Monken
PO Box 257
LAKE STEVENS, WA 98258-0257

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

Terry McNabb
AquaTechnex, LLS
P.O.Box 30824
Bellingham, WA 98228

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

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

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

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

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

DATED this _____ day of _____, 2011.

CITY OF LAKE STEVENS _____, CONSULTANT

By _____
VERN LITTLE, MAYOR

By _____

APPROVED AS TO FORM:

GRANT K. WEED, CITY ATTORNEY

EXHIBIT A

Exhibit A Scope of Service

LAKE STEVENS EURASIAN MILFOIL CONTROL PROJECT PHASE I APPLICATION STRATEGY PLAN DEVELOPMENT

Overview: AquaTechnex, LLC (AT) is to prepare an Application Strategy Plan that includes the preparation of a draft and final application strategy plan. This includes labor, equipment, materials, permitting, meetings with the City and Public, and other associated costs in the preparation of the application strategy plan. AT is responsible to determine what is needed in the application strategy plan to perform the initial treatment and a post treatment follow-up approach

Proposed Treatment Plan (as provided in AquaTechnex SOQP)

AT approach to each of the required tasks would be as follows. We would first meet with City staff to introduce our technologies, generate timelines and get buy in to proceed with the initial steps we deem necessary.

Development of Application Strategy Plan

The starting point for this project is the Integrated Aquatic Vegetation Management Plan that was developed by the City during the summer of 2010. This plan provides a map of the current infestation in the lake and the background and public comments that led to the selection of granular Triclopyr as the preferred treatment option.

An aquatic plant survey provides a snapshot of condition noted the day(s) that the biologists were on the lake. This survey was completed during the summer of 2010 and there are polygons within the littoral area of the lake noting dense, moderate and sparse infestations of Eurasian Milfoil.

These conditions may have changed. Eurasian Milfoil is a very aggressive aquatic weed and spreads primarily through fragmentation. Areas mapped as moderate or sparse may now be dense. Area with no milfoil present in them during the 2010 survey (a significant amount of areas on the southwest side of the lake) may now have plants present. Our steps to gain the information necessary to develop this year's treatment strategy would follow these steps.

Our first step would be to secure project GIS files that have been produced to date. Current milfoil coverage polygons, aerial imagery and the bathymetry layers would be critical to get into our ArcGIS system here. We would then prepare for the field work necessary.

We take three key tools into the field with us on survey missions.

Each of our mapping vessels is equipped with a wireless hot spot for real time data transfer to our mapping lab.

We use a Panasonic Toughbook running ArcGIS and Trimble GPS Analyst extension for ArcGIS linking a Trimble ProXT GPS receiver to the Toughbook to display layers of information and the exact location

of our mapping vessels in relationship to those layers or features. In this case we would display the current mapped populations and bathymetry.

We use a Trimble GeoXT submeter GPS receiver and data logger to collect positional data and the associated attributes in the field. This system collects points or polygons of plant communities as our boat navigates through or around them. It also allows us to use a data dictionary developed for the project to assign attributes such as density or plant species present. This field data is then processed in our lab using Trimble Pathfinder software and exported as ArcGIS shapefiles.

This combination of systems give us tools that can rapidly collect and map conditions so we can offer recommended solutions.

We would have a couple of key components to our survey plan.

We want to be able to compare pre and post treatment conditions present in the lake as part of the evaluation of control achieve. The point intercept sampling method suits this need well. We will create a sampling grid over the littoral area of the lake at regular intervals. This will be uploaded to the Toughbook on the mapping vessel and used to navigate to each sampling location. In the field we will navigate to each of these locations and use a rake aquatic plant sampling system, collect and log species present and densities of the aquatic plant communities. Data logging will be performed on the Trimble GeoXT. This information will be downloaded and a layer created for pre treatment conditions in the lake documenting through attribute files. At the appropriate interval post treatment, this process will be repeated at these exact sampling locations and change detection will be performed using GIS analysis. Over time our team or other future scientists can duplicate this sampling to track longevity of control and improvement of native aquatic plant communities.

We also need to know if there have been changes in the aquatic plant communities. We would use our Toughbook/ArcGIS system to review all areas mapped during the IAVMP development last year to confirm presence and density of milfoil infestations. Our diver teams would then focus on areas where plants were not detected, or conditions were sparse in the 2010 treatment. Again the Trimble system and ArcGIS would be used to create a new map showing the location and presence of Eurasian Milfoil beds in the lake.

We would mobilize one or two survey teams to the lake with this equipment and these pre treatment missions. It is estimated that these efforts would take approximately one week to look at the littoral area, collect and update current conditions and produce maps.

Each evening data would be send by wireless systems on the boats to our mapping department for processing. We would also back up this data and of course all GIS files will be provided to the City if desired. This will help you manage this project in the future and maintain a history of conditions.

The maps produced will show us the geography of the infestations we are to target this coming summer. Plant density, water depths and expected dilution are all factors that influence aquatic herbicide dose recommendations and applications. Larger dense patches of milfoil can be treated at lower rates than sparse patches in the lake. Deeper water colonies may require higher dose rates and the depth from the lake surface to the plant beds is useful in designing bottom acre foot littoral treatments.

We will also perform an Aerial Shoreline Analysis mission over the lake collecting seamless photographic coverage of the littoral area. Our process uses a GPS high resolution camera and flight protocols designed to maximize water penetration. This image data will be useful in developing the

maps, for presentation and public meetings and will be reproduced later in the project to help document pre and post treatment conditions.

Our team would review the maps, the plant density and water depth information. We would then design treatment maps that would recommend various application rates in terms of pounds applied of Renovate OTF Triclopyr granular herbicide. Our treatment maps would be based on calculations designed to deliver maximum control based on those factors such as depth and density that affect the application rate. This will limit costs for herbicide to only that amount necessary to perform well. It will also help comply with conditions of the NPDES permit and the objective of delivering control with the least amount of discharge. We will create a herbicide delivery map based on those conditions with lower rates of herbicide in areas deemed appropriate and higher levels in areas deemed appropriate instead of having one application rate per surface acre. This will stretch your budget and maximize control.

We will then meet with City staff and obtain buy in to our recommendations, answer any questions City staff may have, incorporate any changes suggested by City staff and finalize the treatment plan so we can proceed.

We would expect this entire process to be completed in about two weeks and we would suggest doing this mid to early June depending on growth conditions.

Implementation of Application Strategy Plan

With an approved plan in place, we would begin to implant the steps necessary to target the milfoil.

Treatment dates will be selected to minimize impact on water users. If this project is to be performed in July, we would target a period after the Fourth of July weekend and ideally would start on a Monday to avoid impacts on late week or weekend lake use.

The public notification process is a permit requirement. We would deliver the DOE specified notices to all dwellings and properties along the lake shore as required. We would also document delivery. This work has to be accomplished over 10 days prior to the application date.

We would also update the project web site and include that address on the public notice so people can begin to view and it and get questions answered.

There are logistics involved in these applications. We would need to secure access to the lake, storage and security of the herbicide and prepare signage for the day of treatment.

We have a new tool to comply with NPDES permits we are taking to the field this coming summer. SeMAPS is a iPad based mapping and data system specifically designed to comply with aquatic herbicide NPDES permit requirements, Treatment maps will be loaded in to this system as well as all sampling data collected in the field. This system ties all this information together in a cloud environment so it can be used as well as archived with no possibility of data loss.

We would then mobilize to the lake to perform this treatment. We would like to accomplish the delivery of this treatment in two days or less to minimize impact on the community. As such we would plan to have two or more treatment vessels performing applications and a large transport vessel feeding material to the treatment boats.

A posting crew will perform place the required signage around the lake. The DOE permit requires that all access points have well placed large signs alerting the public to the application. Each private property

also receives signage indicating the application is occurring. We will also place our telephone numbers and web address for the project page on these to provide the public with easy access to answers.

Each treatment boat will be equipped with Raven Precision Pesticide Application guidance systems. These GPS display units provide steering cues and lines that that boats travel to insure complete coverage. They also record acres treated and product applied as the process is ongoing. Treatment maps and application rate zones are programmed into these systems as well.

We will use two technologies to broadcast the granular pellets. In deeper open water areas, we will be using a granular applicator spreader system. This unit delivers the dry pellets through a water stream. This system provides a 30 to 40 foot swath behind the boat and insures uniform delivery. In tighter spaces such as shallower areas around docks, we will use a granular blower. These systems place the pellets where directed and the applicator can insure even coverage between docks where milfoil may be present. The combination of these two systems insures all areas infested will receive a uniform and targeted dose.

Demobilization including policing all work sites, disposal of herbicide bags and removal of our boats from the lake would be the last step in this process.

Follow Up Testing

Renovate Triclopyr herbicides have water use restrictions that are to remain in place until certain levels are reached in the lake. Once sampling indicates levels are below these limits restrictions can be lifted. Ecology recommends a one day swimming precaution in the treatment areas on the day of treatment. There is a potable water tolerance of 0.4 parts per million that limits use of the water from the treatment area until this level is reached. This level is generally reached within a few days. The lake water from treatment areas can be used for irrigation when an ELISA method sample shows levels below 1.0 parts per billion. This generally takes a week or less.

Generally the most critical concern of the public is getting the irrigation use back. As such, we should plan on collecting samples two day post treatment and at two day intervals until each of these levels are met.

We would establish sampling stations in the treatment area. Based on the City request to assume 36 sample collections, we would recommend four sampling locations. Each site would be sampled by our team at two day intervals post treatment and shipped to SePRO for ELISA assay. They turn around sampling results within 48 hours.

As sampling data shows each milestone has passed (potable and irrigation tolerance) we would notify the City and the public. The project web site would be used to public both an all clear message and update the interactive map.

After we get a few results back we can plot a dissipation curve and adjust the sampling timing as necessary to maximize the information gained from the 36 samples collected.

Post treatment survey

Renovate takes approximately 2-4 weeks to show severe herbicide injury in Eurasian Milfoil. The plants begin to fall out of the water column after that.

As such, the post treatment survey should be conducted late in the summer. We would duplicate the same mapping procedures and protocols followed in the pre treatment processes outlined above. This

information would be processed in our GIS system as a layer and pre and post treatment maps would be created. We will also duplicate the Aerial Shoreline Analysis flight and image collection to build a seamless coverage before and after record of aquatic plant beds and their removal.

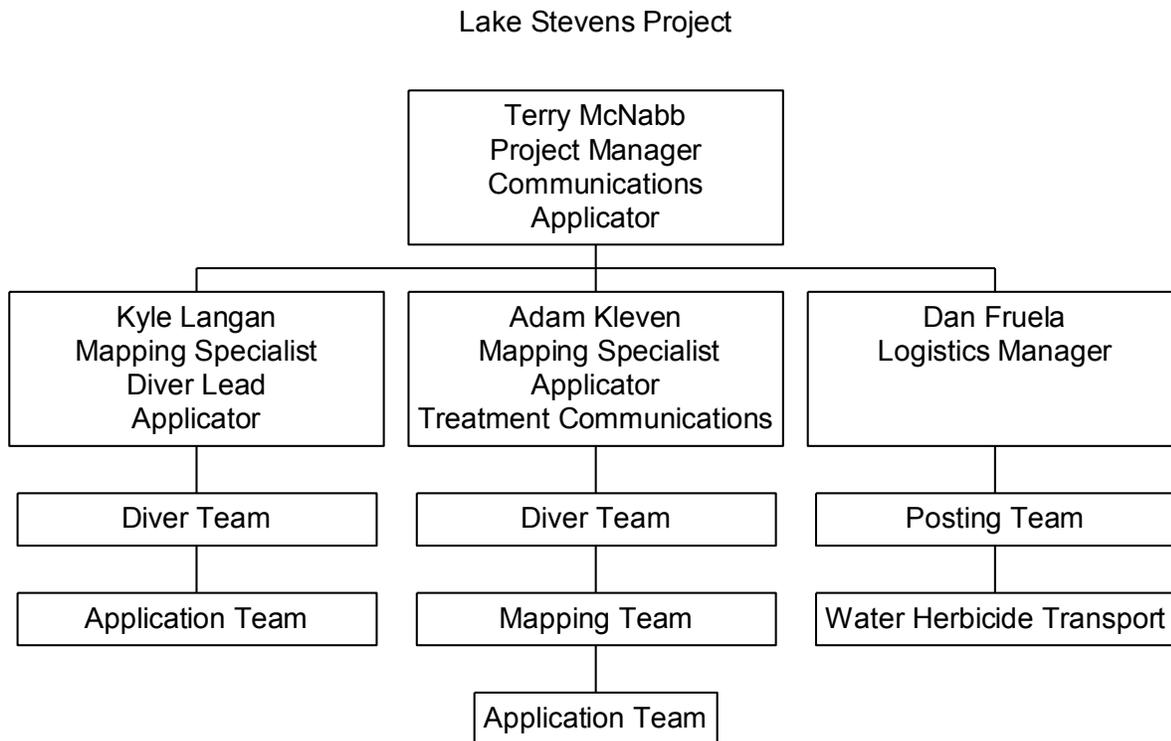
We would anticipate this process would also take one week in the field and one week in the office for analysis and report generation. The report would document the treatment process and the conditions at the end of the summer. It should show that the treatment resulted in delivering excellent results throughout the system with respect to Eurasian Milfoil Control.

Post treatment plan.

We would develop a year end report and present that to the City. We would also meet with City staff to present it and schedule a public presentation if appropriate.

The year end report will document all phases of the operation, provide all GIS data to the City and provide all ASA aerial imagery. It will note all of the processes that worked well. If there are lesson's learned it will document those as will. The report will note any remaining areas of concern and present ideas to move to forward as necessary.

Staffing and Organizational Chart



All of our staff are college degreed aquatic biologists and have worked for us for a minimum of six years. Our diver teams have over 10 years mapping Eurasian Milfoil. The balance of our teams are summer college interns who are focusing their school work on aquatic sciences.

End Scope of Services



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LAKE STEVENS CITY COUNCIL
STAFF REPORT

Council Agenda Date: 4/25/11

Subject: Interlocal Agreement Establishing Snohomish County Drug Task Force

Contact Person/Department: Chief Randy W. Celori **Budget Impact:** \$6520.00

RECOMMENDATION(S)/ACTION REQUESTED OF COUNCIL: Authorize the Mayor to sign the Snohomish County Regional Drug Task Force Interlocal Agreement.

SUMMARY/BACKGROUND: Snohomish County Regional Drug Task Force is a multi-agency effort to combat drug dealers and suppliers. The purpose of the Task Force is to formally structure and jointly coordinate selected law enforcement activities, resources, and functions in order to disrupt drug trafficking systems and to remove traffickers through a cooperative program of investigations, prosecution, and asset forfeiture. The Task Force efforts are directed towards mid and upper level dealers. The Task Force also assists smaller agencies within the county with narcotics enforcement and narcotics enforcement training. This interlocal agreement continues our participation through June 30, 2012.

The city has participated in this Task Force since 1988. The Task Force staffing comes from the participating agencies at their expense and with assistance of federal funding. Lake Stevens has been a part of short-term projects but has not dedicated a person to the Task Force. Our participation continues to be providing support funding. The city has benefited from the Task Force in many cases and the task force continually provides resources for the City to utilize.

APPLICABLE CITY POLICIES:

BUDGET IMPACT: Local match breakdowns are determined by populations of the participating jurisdictions.

2006 - \$1643 2011 - \$6520
2007 - \$2219
2008 - \$3011
2009 - \$3425
2010 - \$6152

Our 2011 Budget included \$7500 for this agreement.

ATTACHMENTS:

- ▶ Exhibit A: Interlocal Agreement Establishing Snohomish Regional Drug Task Force.

**INTERLOCAL AGREEMENT ESTABLISHING
SNOHOMISH REGIONAL DRUG & GANG TASK FORCE**

This Interlocal Agreement is among Snohomish County, a political subdivision of the State of Washington, and the following jurisdictions (hereinafter collectively referred to as the "Participating Jurisdictions"):

City of Arlington	City of Mountlake Terrace
City of Bothell	City of Mukilteo
City of Brier	City of Snohomish
City of Darrington	City of Stanwood
City of Edmonds	City of Sultan
City of Everett	DSHS, Child Protective Services
City of Gold Bar	Sauk Suiattle Tribe
City of Granite Falls	Snohomish Health District
City of Index	Stillaguamish Tribe
City of Lake Stevens	Swinomish Tribe
City of Lake Forest Park	Tulalip Tribe
City of Lynnwood	Upper Skagit Tribe
City of Marysville	Washington State Patrol
City of Monroe	

WITNESSES THAT:

WHEREAS, the State of Washington Department of Commerce (hereinafter "COMMERCE"), has received funds from the U.S. Department of Justice under authority of the Anti-Drug Abuse Act of 1988 to provide grants to local units of government for drug law enforcement; and

WHEREAS, eligible applicants include cities, counties and Indian tribes; and

WHEREAS, RCW 39.34 permits one or more public agencies to contract with any one or more other public agencies to perform any governmental service, activity, or undertaking that each public agency is authorized by law to perform; and

WHEREAS, Snohomish County and COMMERCE have entered into a Narcotics Control Grant Contract (hereinafter "Grant Contract") whereby Snohomish County shall use specified grant funds solely for a regional task force project consistent with the task force grant application submitted to COMMERCE on or before June 1, 2011, upon which the Grant Contract is based (by this reference both the Grant Contract and the grant application are incorporated in this agreement as though set forth fully herein); and

WHEREAS, the Participating Jurisdictions recognize the above-mentioned Grant Contract between COMMERCE and Snohomish County; and

WHEREAS, the Participating Jurisdictions desire to participate as members of the multi-jurisdictional task force with Snohomish County administering task force project grants on their behalf; and

WHEREAS, the Participating Jurisdictions desire to enter into an agreement with Snohomish County to enable Snohomish County to continue to be the receiver of any grant funds related to the task force project; and

WHEREAS, each of the Participating Jurisdictions represented herein is authorized to perform each service contemplated for it herein;

NOW, THEREFORE, in consideration of covenants, conditions, performances and promises hereinafter contained, the parties hereto agree as follows:

1.0 TASK FORCE CONTINUATION, TERM, AND PURPOSE

- 1.1 The countywide multi-jurisdictional task force, composed of law enforcement, prosecutor, and support personnel, known as the Snohomish Regional Drug & Gang Task Force (hereinafter "Task Force") was created pursuant to the Interlocal Agreement Among Participating Jurisdictions dated January 18, 1988. The Task Force has operated on a continuous basis since that time under a series of interlocal agreements, the most recent effective from July 1, 2010, through June 30, 2011. This agreement shall serve to continue the operation of the Task Force.
- 1.2 The effective date of this agreement shall be from July 1, 2011, through June 30, 2012, unless earlier terminated or modified as provided in this agreement.
- 1.3 The purpose of the Task Force shall be to formally structure and jointly coordinate selected law enforcement activities, resources, and functions in order to disrupt illegal drug trafficking systems and to remove traffickers through a cooperative program of investigation, prosecution, and asset forfeiture.
- 1.4 The Task Force agrees to perform the statement of work indicated in the Task Force Abstract set forth in the application for funding between COMMERCE and Snohomish County. Therefore each participating jurisdiction adopts the following Task Force goals:
 - Continue to attack the demand and supply sides of narcotics trafficking.

- Continue enforcement efforts directed toward mid and upper level dealers.
 - Continue to assist smaller agencies within Snohomish County with narcotics enforcement within their towns and cities.
 - Continue to provide narcotics enforcement training to smaller jurisdictions throughout Snohomish County.
- 1.5 The Task Force shall continue to follow a management system for the shared coordination and direction of personnel as well as financial, equipment and technical resources as stated in this agreement.
- 1.6 The Task Force shall continue to implement operations, including:
- a. Development of intelligence
 - b. Target identification
 - c. Investigation
 - d. Arrest of Suspects
 - e. Successful prosecution of offenders, and
 - f. Asset forfeiture/disposition
- 1.7 The Task Force shall evaluate and report on Task Force performance to COMMERCE as required in the Grant Contract.

2.0 ORGANIZATION

- 2.1 Exhibit "D", incorporated herein by this reference, sets forth the organization of the Task Force.
- 2.2 The Task Force Executive Board shall be comprised of the Snohomish County Prosecuting Attorney, the Snohomish County Sheriff, the Everett Police Chief, the Everett City Prosecutor, and one (1) chief of police from the remaining Participating Jurisdictions chosen by the chiefs of police of the remaining Participating Jurisdictions. The Snohomish

County Sheriff shall serve as Chair of the Executive Board. The Task Force Executive Board may adopt bylaws providing for appointment of alternates to attend Executive Board meetings in the absence of members. At such meetings the alternate shall have the same rights as the appointing member. Any action taken by the Task Force Executive Board under this agreement shall be based on a majority vote.

- 2.3 All law enforcement personnel assigned to the Task Force shall be directed in their Task Force duties by the Snohomish County Sheriff's Office (SCSO) through the Task Force Commander. The Task Force Commander will be an employee of Snohomish County for all purposes and, if not a regular SCSO deputy, will hold a special commission for that purpose.
- 2.4 Exhibit "A", incorporated herein by this reference, sets forth the personnel and related equipment and supplies currently assigned to the Task Force by each Participating Jurisdiction. Nothing in this agreement shall restrict the ability of the Snohomish County Prosecuting Attorney, Snohomish County Sheriff, Everett Police Chief, or chief law enforcement officer of any Participating Jurisdiction to reassign personnel and related equipment and supplies now or later assigned to the Task Force.

3.0 FINANCING

- 3.1 Exhibit "B" sets forth the estimated Task Force operating budget and is incorporated herein by reference. Participating Jurisdictions in the aggregate agree to provide funds that will allow for at least a one-third match of the funds awarded under the Grant Contract.

- 3.2 Exhibit "C" sets forth the Local Match breakdown for the period from July 1, 2011, to June 30, 2012, and is incorporated herein by reference. Although State and/or Federal Grant funds may vary from the amount initially requested, each Participating Jurisdiction agrees to provide funding that is no less than the amount indicated in Exhibit "C", and to pay its funding share to Snohomish County as administrator of Task Force funds promptly upon request.
- 3.3 As required by the Grant Contract, each Participating Jurisdiction agrees the funding it contributes shall be provided in addition to that currently appropriated to narcotics enforcement activities and that no Task Force activity will supplant or replace any existing narcotic enforcement activities.
- 3.4 Except as modified by section 5.3 below, all revenues collected or generated by or for the Task Force shall be forwarded to the Snohomish County Treasurer and placed in a designated special account for the purpose of supporting Task Force operations, and all real or personal property of the Task Force will be held in Snohomish County's name for the benefit of the Task Force.
- 3.5 Upon termination of the Task Force, all funds remaining in said special account shall be disbursed pro rata to the then-current Participating Jurisdictions in proportion to the percentage of their most recent financial participation as indicated in Exhibit "C".

4.0 GENERAL ADMINISTRATION

- 4.1 Snohomish County agrees to provide COMMERCE with the necessary documentation to receive grant funds.

- 4.2 By executing this agreement, each Participating Jurisdiction agrees to make any certified assurances required by the Grant Contract that are within its particular control, and agrees to make all its records related to the Task Force available for inspection consistent with the Grant Contract.
- 4.3 All Task Force contracts and agreements executed on behalf of Participating Jurisdictions under this agreement must first be approved on motion of the Task Force Executive Board. By executing this agreement, each Participating Jurisdiction agrees that, for the purpose of administering the assets and resources available to the Task Force, Snohomish County is hereby granted the authority to execute on behalf of the Participating Jurisdictions all agreements and contracts signed as approved by the Task Force Executive Board, by and through its Chair, including but not limited to all contracts for professional services. Agreements and contracts executed in this manner shall have the same legal effect as if they were executed by each Participating Jurisdiction. No such agreement or contract may impose or waive liability with respect to a Participating Jurisdiction in a manner that is inconsistent with the hold harmless provision in section 10.0 of this agreement.
- 4.4 Any dispute arising under this agreement will be forwarded to the Task Force Executive Board for arbitration. The determination made by the Executive Board shall be final and conclusive as between the parties. This provision shall not apply to issues of indemnity and liability governed by the hold harmless provision in section 10.0 of this agreement.

5.0 ASSET FORFEITURE

- 5.1 The Participating Jurisdictions shall refer all potential asset forfeitures initiated or investigated by officers assigned to the Task Force during the pendency of this agreement to the Task Force for disposition at the discretion of the Task Force Executive Board or prosecuting authority (Prosecuting Attorney or United States Attorney). Any such referred asset forfeiture that is pursued in state court will be prosecuted in the name of Snohomish County on behalf of the Task Force and its Participating Jurisdictions.
- 5.2 The Task Force Commander, under the direction of the Task Force Executive Board, shall manage the acquisition and disposition of assets seized or forfeited as a result of this agreement in compliance with law and Task Force Procedures.
- 5.3 A portion of the net monetary proceeds of each asset forfeiture made by the Task Force shall be distributed to the involved investigating agencies commensurate with their participation as determined by prior agreement between the Task Force Commander and said agencies, or in the absence of such agreement, by the Task Force Executive Board, prior to dedication of the remaining proceeds to the Task Force as specified in section 3.4. As long as the personnel, equipment, and related supply assignments stated in Exhibit "A" remain unchanged, distributions to Snohomish County and the City of Everett under this subparagraph shall be 40 percent each of the net monetary proceeds remaining after distributions under this subparagraph to Participating Jurisdictions other than Snohomish County and the City of Everett. If assignments change from those stated in Exhibit "A", the Task Force Executive Board may modify the relative percentage allocations to Snohomish County and the

City of Everett on a case-by-case or permanent basis. For purposes of this subparagraph, the term “net monetary proceeds” means cash proceeds realized from property forfeited during the term of this agreement that is not retained for use by the Task Force after deducting all costs and expenses incurred in its acquisition, including but not limited to the cost of satisfying any bona fide security interest to which the property may be subject at the time of seizure, the cost of sale in the case of sold property (including reasonable fees or commissions paid to independent selling agencies), amounts paid to satisfy a landlord’s claim for damages, and the amount of proceeds (typically ten percent) payable to the State of Washington under RCW 69.50.505(9) or similar law.

- 5.4 The SRDGTF may retain funds in an amount up to \$115,000.00 from the net proceeds of vehicle seizures for the purchase of Task Force vehicles and related fleet costs.
- 5.5 Any Participating Jurisdiction receiving a distribution of assets forfeited under RCW 69.50.505 shall use such assets in accordance with RCW 69.50.505(10), which limits use to the expansion and improvement of controlled substances related law enforcement activity and prohibits use to supplant preexisting funding sources.
- 5.6 Upon termination of the Task Force, the Task Force Executive Board shall dispose of the Task Force’s interest in assets seized or forfeited as a result of this agreement in accordance with applicable federal, state and county requirements, and shall distribute proceeds in accordance with sections 5.3 and 3.5.

6.0 ACQUISITION AND USE OF EQUIPMENT

- 6.1 In the event that any equipment is acquired with grant funds, the Participating Jurisdictions agree that the Task Force will use that equipment only for specified law enforcement purposes for the term of the grant.
- 6.2 Upon termination of the Task Force, any equipment provided by Participating Jurisdictions will be returned to those respective jurisdictions.
- 6.3 Upon termination of the Task Force, the Task Force Executive Board shall dispose of all acquired equipment in accordance with applicable federal, state and county requirements, and shall distribute proceeds in accordance with section 3.5.

7.0 MODIFICATION

- 7.1 Participating Jurisdictions hereto reserve the right to amend this agreement in the future from time to time as may be mutually agreed upon. No such amendment shall be effective unless written and signed by all then-contributing jurisdictions with the same formality as this agreement.

8.0 NONDISCRIMINATION PROVISION

- 8.1 There shall be no discrimination against any employee who is paid by the grant funds or against any applicant for such employment because of race, color, religion, handicap, marital status, political affiliation, sex, age, or national origin. This provision shall include, but not be limited to the following: employment, upgrading, demotion, transfer, recruitment,

advertising, lay-off or termination, rates of pay or other forms of compensation, and selection for training.

9.0 TERMINATION OF AGREEMENT

- 9.1 Notwithstanding any provisions of this agreement, any party may withdraw from the agreement as it pertains to them by providing written notice of such withdrawal to all other parties, specifying the effective date thereof at least thirty (30) days prior to such date. A withdrawing party may take with it any equipment it has loaned or donated to the Task Force, and shall be entitled to distributions under section 5.3 of this agreement with respect to asset forfeitures initiated before the effective date of withdrawal.
- 9.2 If there is a reduction in funds by the source of those funds, and if such funds are the basis of this agreement, Snohomish County may unilaterally terminate all or part of the agreement, or may reduce its scope of work and budget.

10.0 HOLD HARMLESS

- 10.1 Each party hereto agrees to save, indemnify, defend and hold the other parties harmless from any allegations, complaints, or claims of wrongful and/or negligent acts or omissions, by said party and/or its officers, agents, or employees to the fullest extent allowed by law. In the case of allegations, complaints, or claims against more than one party, any damages allowed shall be levied in proportion to the percentage of fault attributable to each party, and each party shall have the right to seek contribution from each of the other parties in proportion to the percentage of fault attributable to each of the other parties. Moreover,

the parties agree to cooperate and jointly defend any such matter to the extent allowed by law. An agency that has withdrawn assumes no responsibility for the actions of the remaining members arising after the date of withdrawal, but shall remain liable for claims of loss or liability arising prior to the effective date of withdrawal.

11.0 GOVERNING LAW AND VENUE

11.1 This agreement shall be governed by, construed, and enforced in accordance with the laws of the State of Washington without reference to choice of law principles, and venue of any suit between the parties arising out of this agreement shall be in the Superior Court of Snohomish County, Washington.

12.0 INTEGRATION

12.1 With the exception of necessary operational agreements between law enforcement agencies of the Participating Jurisdictions and agreements pursuant to section 5.3 hereof, this agreement constitutes the whole and entire agreement among those parties as to the Task Force and no other understandings, oral, or otherwise, regarding the Task Force shall be deemed to exist or bind the parties.

13.0 EXECUTION OF MULTIPLE ORIGINAL COUNTERPARTS

13.1 This agreement may be reproduced in any number of original counterparts. Each party need sign only one counterpart and when the signature pages are all assembled with one original counterpart, that compilation constitutes a fully executed and effective agreement among all the Participating Jurisdictions. In the event that fewer than all named

parties execute this agreement, the agreement, once recorded as specified in section 15.0, shall be effective as between the parties that have executed the agreement to the same extent as if no other parties had been named.

14.0 SEVERABILITY

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

15.0 RECORDING

15.1 This interlocal agreement will be recorded in compliance with RCW 39.34.040.

In witness whereof, the parties have executed this agreement.

SNOHOMISH COUNTY, approved at the direction of the County Council.

Aaron Reardon, County Executive

DATE: _____

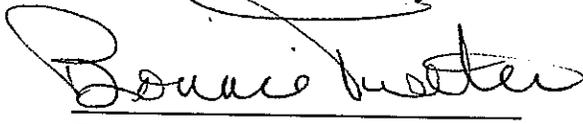
ATTEST:

APPROVAL RECOMMENDED:

John Lovick, Sheriff

DATE: _____

Approved as to form only:



Deputy Prosecuting Attorney 2467

EXHIBIT A

Snohomish Regional Drug & Gang Task Force

Personnel and Basic Equipment Assigned by Jurisdiction
July 1, 2011 through June 30, 2012

EVERETT POLICE DEPARTMENT

1 Lieutenant
1 Sergeant
1 Detective
1 Support Personnel

FUNDING

Everett PD
Everett PD

ARLINGTON POLICE DEPARTMENT

1 Detective

FUNDING

Justice Assistance Grant

MARYSVILLE POLICE DEPARTMENT

1 Detective

FUNDING

Justice Assistance Grant

VACANT

BOTHELL POLICE DEPARTMENT

1 Detective

FUNDING

Bothell PD

SNOHOMISH COUNTY SHERIFF'S OFFICE

1 Task Force Commander
1 Lieutenant
1 Sergeant
1 Sergeant
1 Detective
1 Gang Detective P/T
1 Reserve Deputy
1 Support Staff
1 Support Staff

FUNDING

Justice Assistance Grant
Snohomish County Sheriff
Justice Assistance Grant
Snohomish County Sheriff
Justice Assistance Grant
Snohomish County Sheriff

VACANT

VACANT

SNOHOMISH HEALTH DISTRICT

FUNDING

1 Local Health Officer

Snohomish Health District

SNOHOMISH COUNTY PROSECUTOR'S OFFICE

- 1 Deputy Prosecutor
- 1 Deputy Prosecutor
- 1 Support Staff
- 1 Deputy Prosecutor

FUNDING

Justice Assistance Grant
Snohomish County Prosecutor
Snohomish County Sheriff
Snohomish County Prosecutor

STATE OF WASHINGTON

- 1 Detective
- 1 Case Worker

FUNDING

Washington State Patrol
DSHS, Child Protective Services

WA STATE GAMBLING COMMISSION

- 1 Agent

FUNDING

Washington State

WASHINGTON NATIONAL GUARD

- 1 Intelligence Analyst

FUNDING

Washington National Guard

VACANT

BUREAU OF ALCOHOL, TOBACCO, FIREARMS AND EXPLOSIVES

- 0.5 Agent
- 0.5 Agent

FUNDING

ATF
ATF

DRUG ENFORCEMENT AGENCY

- 1 Agent

FUNDING

Drug Enforcement Agency

VACANT

IMMIGRATION AND CUSTOMS ENFORCEMENT

- 1 Agent

FUNDING

Immigration And Customs Enforcement

VACANT

NAVAL CRIMINAL INTELLIGENCE SERVICE

- 1 Agent

FUNDING

NCIS

EXHIBIT B

Snohomish Regional Drug & Gang Task Force

Estimated Operating Budget for July 1, 2011 through June 30, 2012

	<u>FEDERAL FUNDS</u>	<u>LOCAL MATCH</u>	<u>TOTAL</u>
Salaries	177,428	139,466	316,894
Benefits	43,636	34,300	77,936
Contracted Services	54,080	42,420	96,500
Goods and Services	0	0	0
Travel	0	0	0
Training	2,750	2,250	5,000
Equipment	0	0	0
Confidential Funds	0	0	0
TOTALS	\$277,894	\$218,436 *	\$491,759

* \$168,964 from Local Matching Funds; \$49,472 from Forfeited Assets Fund

Interlocal Agreement Establishing
Snohomish Regional Drug & Gang Task Force

EXHIBIT C

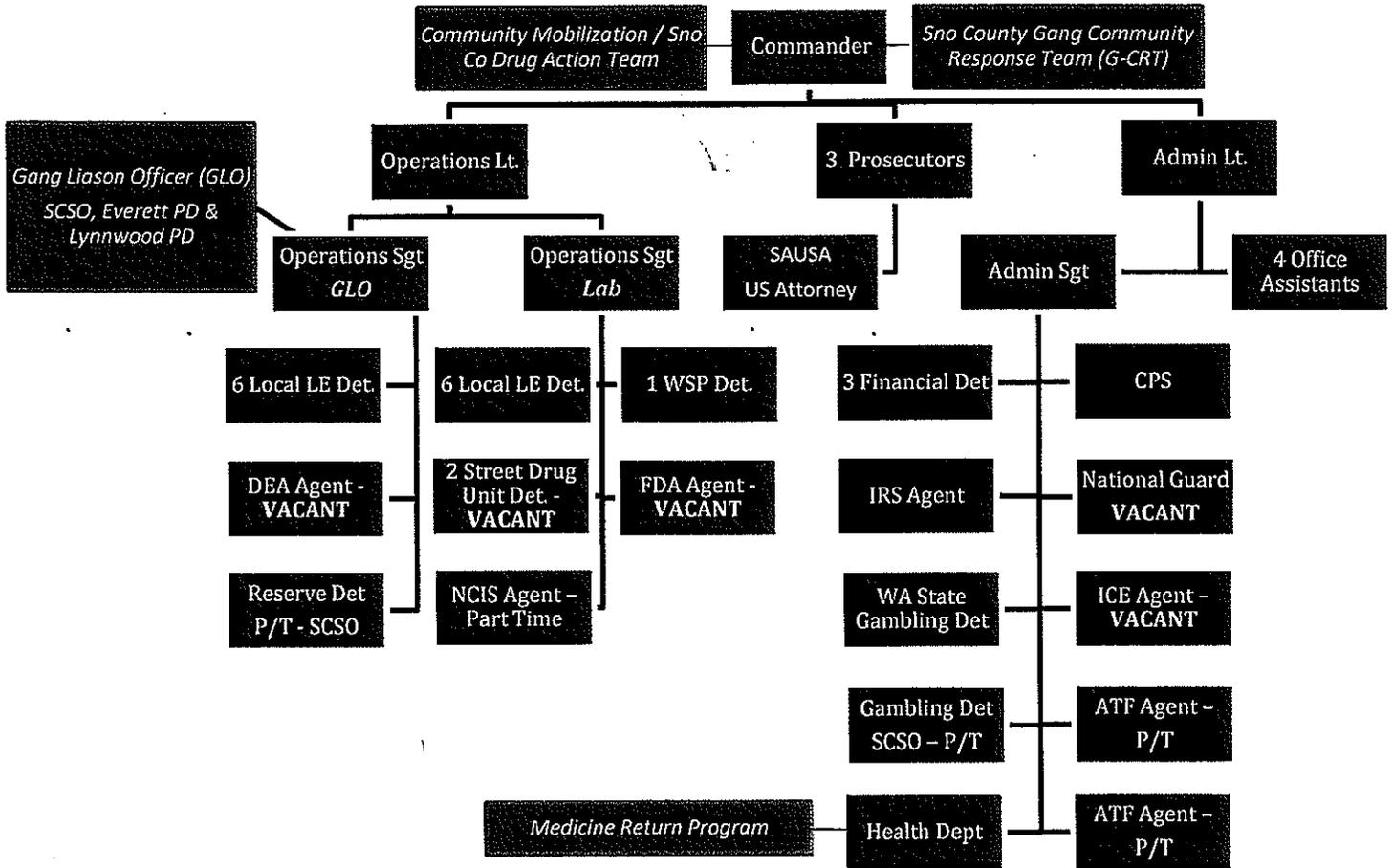
Snohomish Regional Drug & Gang Task Force

Local Match Breakdowns for July 1, 2011 through June 30, 2012

JURISDICTION	POPULATION	PERCENTAGE	AMOUNT
Arlington	17,280	2.43%	\$ 4,224.00
Bothell	16,140	2.27%	\$ 3,945.00
Brier	6,490	0.91%	\$ 1,586.00
Darrington	1,505	0.21%	\$ 368.00
Edmonds	40,900	5.75%	\$ 9,998.00
Everett	104,100	14.64%	\$ 25,447.00
GoldBar	2,175	0.47%	\$ 825.00
Granite Falls	3,375	0.48%	\$ 809.00
Index	165	0.02%	\$ 40.00
Lake Stevens	26,670	3.75%	\$ 6,520.00
Lake Forest Park	-	-	\$ -
Lynnwood	36,160	5.09%	\$ 8,839.00
Marysville	58,040	8.16%	\$ 14,188.00
Monroe	16,680	2.35%	\$ 4,077.00
Mountlake Terrace	20,960	2.95%	\$ 5,124.00
Mukilteo	20,150	2.83%	\$ 4,926.00
Snohomish	9,320	1.31%	\$ 2,278.00
Snohomish County	300,815	42.30%	\$ 73,535.00
Stanwood	5,705	0.80%	\$ 1,395.00
Sultan	4,570	0.64%	\$ 1,117.00
DSHS, CPS	-	-	\$ -
Sauk Suiattle Tribe	-	-	\$ -
Snohomish Health District	-	-	\$ -
Stillaguamish Tribe	-	-	\$ -
Swinomish Tribe	-	-	\$ -
Tulalip Tribes	-	-	\$ -
Washington State Patrol	-	-	\$ -
PARTICIPATING JURISDICTIONS' TOTALS:			\$ 168,964

EXHIBIT D

SRDGTF Executive Board
 Chief of Everett (Asst Chair), Chief of Lynnwood, Snohomish County Sheriff (Chair),
 Snohomish County Prosecutor, City of Everett Prosecutor, SRDGTF



ATTEST:

APPROVED AT THE DIRECTION OF THE PARTICIPATING JURISDICTION:

Title _____

Dated _____
Jurisdiction of _____

ATTEST:

Jurisdiction Clerk

Dated _____

APPROVED AS TO FORM:

Jurisdiction Attorney

Dated _____



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LAKE STEVENS CITY COUNCIL
STAFF REPORT

Council Agenda Date: April 25, 2011

Subject: Resolution No. 2011-6 – Fees Resolution Update

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

RECOMMENDATION(S)/ACTION REQUESTED OF COUNCIL: Adopt the amended fees resolution.

SUMMARY/BACKGROUND: RCW 46.30.020(2) states if a person is cited for driving a motor vehicle without liability insurance they can appear before the court or violations bureau to prove they had insurance at the time of the ticket. If the proof requirements are met the ticket can be dismissed and the court or violations bureau may assess the \$25 administrative fee. In order for the City to be able to charge the \$25 administrative fee our current Fees Resolution needs to be updated.

In addition, the Lake Stevens Sewer District recently updated the fees charged for sewer services from \$60/unit to \$65/unit. The Fees Resolution requires an update to “Section 4 – Sewer Fees” to reflect the change.

APPLICABLE CITY POLICIES: LSMC 2.72 Traffic Violations Bureau

BUDGET IMPACT: N/A

ATTACHMENTS:

- ▶ Exhibit A: Resolution 2011-6
- ▶ Exhibit B: RCW 46.30.020

CITY OF LAKE STEVENS
Lake Stevens, Washington

RESOLUTION NO. 2011-6

A RESOLUTION REPEALING RESOLUTION NO. 2010-18 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. 2010-18 is hereby repealed and the following rates, fees, and deposits for various services provided and actions performed by the city and fines levied against code violators are hereby adopted:

Section 1. Fees and Deposits-General.

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

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

Table A: Schedule of Land Use Fees

Action/Permit/Determination	Fee (\$)
ADMINISTRATIVE APPROVALS/DETERMINATIONS – TYPE I REVIEW	
Administrative Design Review	450
Administrative Modifications	450
Boundary Line Adjustments	1,000
Changes of Use	750
Code Interpretations	150
Docks – Private (6.410)	200
Grading Permits	375
Home Occupations	Reviewed as part of business license
Lot Line Consolidation	500
Reasonable Use Exceptions	200+critical areas review
Temporary Use	
- Temporary Residence (1.700)	125
- Temporary Mobile/Modular Public Structures (15.500) in any zone	100
- Temporary Structures (23.000)	200
ADMINISTRATIVE CONDITIONAL USE PERMITS (formerly Special Use Permits)	
Basic Review & administrative decision	1,000
If hearing called for in addition to previous costs)	Hearing Examiner cost
ANNEXATIONS	
Submission of 10% Petition	0
Submission of 60% Petition	0
If it goes to BRB hearing	0
ATTORNEY FEES	
	Applicant pays actual cost charged City plus 10/hr
APPEALS PER TITLE 14	
To City Council	350
To Hearing Examiner	350+Hearing Examiner cost
To Shoreline Hearings Board	75/hr
BINDING SITE PLANS	
	6,000
Revision	1,000
COMPREHENSIVE PLAN AMENDMENTS (including area-wide-rezones)	
Minor Amendment (annual cycle)	2,400
Major Amendment (5-year cycle)	3,500
	5,500+
CONDITIONAL USE PERMITS	
	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

Action/Permit/Determination	Fee (\$)
Commercial and/or non-residential developments	additional review 2,000 for first two reviews + 300 for each additional review
CONSULTANT FEES	Applicant pays actual cost charged City plus 10/hr
CRITICAL AREA REVIEW	Applicant pays actual cost charged City plus 10/hr
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	4,532/dwelling
Duplex/Apartment/Townhouse with 2 or more bedrooms	3,035/dwelling
Duplex/Apartment/Townhouse with 1 or fewer bedrooms	0
Traffic Mitigation	Based on a project specific traffic report
LAND USE CODE AMENDMENTS	3,000
MISCELLANEOUS ACTIONS/ITEMS	
Permit Extension	150
Public Notice Signs Rental Fee	50
Sign Non-Return Charge – If not returned within 7 days of permit approval	10/sign
Security Administration Fee, per each security	100

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

Action/Permit/Determination	Fee (\$)
Master Sign Program Permit	450
Action/Permit/Determination	Fee (\$)
SUBDIVISIONS (1-9 lots – Short Plat; more than 9 lots – Plat)	
Preliminary Short Plat	4,320
Final Short Plat	765
Short Plat Alteration	1,225
Short Plat Vacation	1,225
Preliminary Plat	10,030
Final Plat	1,565 + 100 per lot or unit + Survey Consultant Review cost
Plat Alteration	1,600
Plat Vacation	1,600
Street Signs (per Manual on Uniform Traffic Control Devices)	Purchased & installed by applicant per code & consistent with MUTCD
VARIANCE (Hearing Examiner review)	1,100+Hearing Examiner cost
ZONING CERTIFICATION LETTER	150

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

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

(Building Code) Table 1A: Building Permit Fees

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

- C. **Plan Review Fees:**

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

D. Fire Department Commercial Plan Review.

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

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

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

Table B3: Mechanical and Plumbing Fees

Mechanical Fees		Plumbing Fees	
Mechanical Permit	27.00	Plumbing Permit	27.00
AC unit < 100,000k	20.00	Back Flow Preventer	10.00
AC unit 100,000k – 499,999 k	30.00	Bathtub	10.00
AC unit 500,000k and up	40.00	Commercial Dishwasher	15.00
Air Handlers <10,000 CFM	13.00	Drinking Fountain	10.00
Air Handlers 10,000 CFM and up	23.00	Floor Sink or Drain	10.00
Boilers	15.00	Grease Interceptor	50.00
Commercial Incinerator	30.00	Grease Traps	10.00
Condensers	20.00	Hose Bibs	10.00
Domestic Incinerator	20.00	Ice Makers	10.00
Duct Work	15.00	Kitchen Sink	10.00
Evaporative Cooler	15.00	Laundry Tray	10.00
Forced Air System <100,000 BTU	18.00	Lavatory	10.00
Forced Air System 100,000 or more BTU	24.00	Lawn Sprinkler System	10.00
Gas Clothes Dryer	15.00	Medical Gas 1- 5	50.00

CITY OF LAKE STEVENS

RESOLUTION NO. 2011-6
 FEES, DEPOSITS, AND FINES

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

Service/Action	Fee/Fine (\$)
<ul style="list-style-type: none"> - General Facilities (except some properties in ULID 70-1) - General Facility Reimbursable Fee per Developer Extension Agreement - Administrative Fee for processing sewer assessment agreements 	<p>6,850 per residential unit or equivalent</p> <p>May be applicable on a basin to basin case. Check with Lake Stevens Sewer District.</p> <p style="text-align: right;">1,100</p>
<p>Monthly Sewer Service Rate (LSMC 6.20.020)</p> <ul style="list-style-type: none"> - Except grandfathered qualified Low Income Senior Citizens and Low Income Disabled Persons. 	<p>60.65/unit for the first 900 ft³ of water consumption/unit 6.67 7.22/100 ft³ (or part thereof) of water consumption/unit over 900 ft³</p>
<p>Late Payment Charge (effective 1/1/97)</p> <ul style="list-style-type: none"> - If the monthly sewer service charge is not received by the District on or by the last calendar day of the month there will be assessed a 10% late charge on the current month's outstanding charges and 8% annum interest charge on the total outstanding balance. 	
<p>Lien Fee</p> <ul style="list-style-type: none"> - The fee for filing/releasing liens shall include the cost set by the Snohomish County Auditor's Office plus District administrative fee. 	<p style="text-align: right;">County Fee + 35</p>
<p>Collection of delinquent accounts</p> <ul style="list-style-type: none"> - The fee shall be set by the collection agency <p>Foreclosure (attorney and administrative fees)</p>	<p style="text-align: right;">2,500</p>

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

Table D: Animal Code Fees

Permit/Action	Fee (\$)
Dog/Cat License:	
- Each dog or cat licensed within 60 days of residency or within 60 days of acquiring pet, lifetime	Free
- Each dog or cat neutered or non-neutered, lifetime	20
- Senior Citizen (defined as being 62 years of age or older) owners, lifetime	Free
- Service and guide dogs, lifetime	Free
- Duplicate license for lost or destroyed dog/cat tag	4
- Other Code Violations:	
■ First Offense, For first offense the fee for such violation will be set equivalent to the Basic Rule Violation as set forth in the Justice Information System (JIA) Law Table as published by the Administrative Office of the Courts.	
■ Second Offense, For the second offense, the fee for such violation shall be set equivalent to double the Basic Rule Violation as set forth in the Justice Information System (JIA) Law Table as published by the Administrative Office of the Courts.	
Impound Fees for Cost Recovery:	
- Dogs and cats (at police kennel)	25
- Dogs, Cats and other animals (at/or transported to animal shelter) As set forth by the Everett Animal Shelter animal impound fee schedule, plus an additional \$5.00 administrative fee for reviewing and processing billing statements.	
- Animals	30
- Additionally, any costs incurred which exceed the base fee and which are associated with the collection, impoundment, maintenance, treatment, and destruction of the animal(s), any fees owing, and any costs of damage cause by the animal(s) shall be the liability of the owner. The City is not responsible for such costs incurred.	Varies
Pasture/Waste Management Plan (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
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:	
	Rate effective beginning:
	1/1/10
Security for Non-profits	73.00/hr
Security for others	84.00/hr
Special Event Services Deposit:	
(For special planned events that require additional police services)	\$100 per hour of event with one hour minimum
Private buoy or marker permit (annual) (LSMC 10.16.070)	30
Letters for search of local criminal justice data bases	10
Police records research, 1 hour minimum, billed in ½ hr increments, paid in advance	
	Rate effective beginning:
	1/1/10
	61.00/hr
Administrative dismissal of infraction for operating motor vehicle without insurance – administrative fee	25

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

Table F: Schedule of Miscellaneous Fees and Fines

Permit/Action	Fee or Fine (\$)
Public Works :	Rate effective beginning:
	1/1/10
Hourly Rate for Service for Non-profits	65.00/hr
Hourly Rate for Service for others	75.00/hr
Business Licenses:	
- Non-refundable Adult Entertainment (Cabaret) application Fee	100
- Adult Entertainment (Cabaret) Establishment (annual)	500
- Adult Entertainment (Cabaret) Establishment Manager/ Entertainer (annual)	50/person
- Business License Registration – Application	40
- Business License Registration – Annual Renewal	25
- Canvassers, Solicitors and Peddlers	10/person/day
- Temporary business license	20
- Renewal	5
- Live music and/or dance entertainment (annual)	50
- Games (annual)	50
- Pawnbroker and Second Dealers (annual)	500
- Washington State Department of Licensing's Master License Service	Currently New Application \$15 Renewal \$9
- Business license handling fee (fees shall be automatically amended by the State)	
Duplication of Public Records: (postage/delivery costs extra)	
- In-house Copying of City documents for the public	15¢/page after the 5th page
- In-house Copying of City documents to pdf when original document is not in electronic format	10¢/page after the 5th page \$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
- Color photos (cost to reproduce)	40¢
- Duplication of all other types of City media (i.e., photographs, audio/video tapes, blueprints) shall include the cost of	

CITY OF LAKE STEVENS

RESOLUTION No. 2011-6
 FEES, DEPOSITS, AND FINES

Permit/Action	Fee or Fine (\$)
duplication, postage/delivery costs, and actual staff time	
Dishonored Check Fine (in payment of City services)	35
Passports (fees shall be automatically amended by U.S. Dept. of State)	Consistent with effective federal changes
Age 16 and Over	Passport Fee 75 Execution Fee 25
Under Age 16	Passport Fee 60 Execution Fee 25
Passport Photos	\$16.00/set including sales tax

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

Table G: Schedule of Rental Fees

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

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

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

Table H: Schedule of Lundeen Park Shelter Rental Fees

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

Maximum of 50 people per shelter.

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

Table I: Stormwater Management Utility

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

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

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

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

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

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

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

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

Table IB: Lake Management Benefit Assessment

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

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

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

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

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

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

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

Table J: ANNUAL FIRE INSPECTION

AND FIRE DEPARTMENT RELATED SERVICE FEES

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

CITY OF LAKE STEVENS

RESOLUTION No. 2011-6
 FEES, DEPOSITS, AND FINES

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

FIRE DEPARTMENT RELATED SERVICE

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

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

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

CITY OF LAKE STEVENS

RESOLUTION No. 2011-6
 FEES, DEPOSITS, AND FINES

Pre-Engineered	\$144
Custom Engineered	\$316
Standpipe Systems	
Class I, II or III new or existing	\$173
Fire Pump (each)	
\$345 each, maximum \$575	
**Devices include separate individual portions of a Fire Sprinkler System such as: Sprinklers, Risers, Valves, Pull Stations, Beam Detectors (each piece is one device) and other such devices.	
Table F -- HAZARDOUS MATERIALS FACILITY CONSTRUCTION (105.7.7)	
Hazardous Materials Installation, Repair, Abandonment, Removal, Closure or Substantial Improvement	
Permits in addition to Annual Operational Permit	
Permits required when quantity exceeds permit amounts in Table 105.6.20.	
QUANTITY	FEE
1-2 Materials in Excess of Permit Amount	\$115.00
3-5 Materials in Excess of Permit Amount	\$230.00
>5 Materials in Excess of Permit Amount	\$460.00
Table G -- COMPRESSED GASES (105.7.3) AND FLAMMABLE & COMBUSTIBLE LIQUIDS (105.7.6) AND LP-GAS (105.7.9)	
Compressed Gas Installation, Repair, Abandonment, Closure or Substantial Modification to a Compressed Gas System when the Compressed Gases used or Stored exceed the amounts listed in Table 105.6.8.	
Modification or repair of a flammable or combustible liquids pipeline. Installation or construction or Alteration of those items listed in 105.7.6	
For installation of or modification to an LP-gas system.	
Compressed Gas System	\$201
Flammable & Combustible Liquids	
< 500 Gallons	\$115
>/= 500 Gallons	\$230
>/= 1000 Gallons	\$575
LP-Gas System	\$86
Table H -- SPRAY BOOTHS (105.7.11) AND INDUSTRIAL OVENS (105.7.8) Note: Separate Sprinkler Permit Required under Table E	
NOT SUBJECT TO TABLE A FEES	

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
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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

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)**

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 Table105.6.20.
High-piled Storage	Using a building or portion thereof as a high-piled storage area exceeding 500 square feet (46 m2)
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 ft3) (236 m3)
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 (71m3) gross volume of combustible empty packing cases, boxes, barrels or similar containers, rubber tires, rubber, cork or similar combustible material
Open Burning	Contact Fire District Directly at 425.334.3034
Open Flames and Torches	Removing paint with a torch; or using a torch or open-flame device in a hazardous fire area
Open Flames and Candles	Using open flames or candles in connection with assembly areas, dining areas of restaurants or drinking establishments
Organic Coatings	Any organic-coating manufacturing operation producing more than 1 gallon (4 L) of an organic coating in one day

CITY OF LAKE STEVENS

RESOLUTION NO. 2011-6
 FEES, DEPOSITS, AND FINES

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

PASSED BY THE CITY COUNCIL OF THE CITY OF LAKE STEVENS THIS _____ DAY
 OF _____, 2011.

ATTEST:

 Vern Little, Mayor

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

APPROVED AS TO FORM:

 Grant K. Weed, City Attorney

RCW 46.30.020: Liability insurance or other financial responsibility required — Violations — Exceptions. (Effective until July 1, 2011.)

RCW 46.30.020

Liability insurance or other financial responsibility required — Violations — Exceptions. (Effective until July 1, 2011.)

(1)(a) No person may operate a motor vehicle subject to registration under chapter 46.16 RCW in this state unless the person is insured under a motor vehicle liability policy with liability limits of at least the amounts provided in RCW 46.29.090, is self-insured as provided in RCW 46.29.630, is covered by a certificate of deposit in conformance with RCW 46.29.550, or is covered by a liability bond of at least the amounts provided in RCW 46.29.090. Written proof of financial responsibility for motor vehicle operation must be provided on the request of a law enforcement officer in the format specified under RCW 46.30.030.

(b) A person who drives a motor vehicle that is required to be registered in another state that requires drivers and owners of vehicles in that state to maintain insurance or financial responsibility shall, when requested by a law enforcement officer, provide evidence of financial responsibility or insurance as is required by the laws of the state in which the vehicle is registered.

(c) When asked to do so by a law enforcement officer, failure to display an insurance identification card as specified under RCW 46.30.030 creates a presumption that the person does not have motor vehicle insurance.

(d) Failure to provide proof of motor vehicle insurance is a traffic infraction and is subject to penalties as set by the supreme court under RCW 46.63.110 or community restitution.

(2) If a person cited for a violation of subsection (1) of this section appears in person before the court or a violations bureau and provides written evidence that at the time the person was cited, he or she was in compliance with the financial responsibility requirements of subsection (1) of this section, the citation shall be dismissed and the court or violations bureau may assess court administrative costs of twenty-five dollars at the time of dismissal. In lieu of personal appearance, a person cited for a violation of subsection (1) of this section may, before the date scheduled for the person's appearance before the court or violations bureau, submit by mail to the court or violations bureau written evidence that at the time the person was cited, he or she was in compliance with the financial responsibility requirements of subsection (1) of this section, in which case the citation shall be dismissed without cost, except that the court or violations bureau may assess court administrative costs of twenty-five dollars at the time of dismissal.

(3) The provisions of this chapter shall not govern:

(a) The operation of a motor vehicle registered under RCW 46.16.305(1), governed by RCW 46.16.020, or registered with the Washington utilities and transportation commission as common or contract carriers; or

(b) The operation of a motorcycle as defined in RCW 46.04.330, a motor-driven cycle as defined in RCW 46.04.332, or a moped as defined in RCW 46.04.304.

(4) RCW 46.29.490 shall not be deemed to govern all motor vehicle liability policies required by this chapter but only those certified for the purposes stated in chapter 46.29 RCW.

[2003 c 221 § 1; 2002 c 175 § 35; 1991 sp.s. c 25 § 1; 1991 c 339 § 24; 1989 c 353 § 2.]

Notes:

Effective date -- 2002 c 175: See note following RCW 7.80.130.

Notice of liability insurance requirement: RCW 46.16.212.

RCW 46.30.020

Liability insurance or other financial responsibility required — Violations — Exceptions. (Effective July 1, 2011.)

(1)(a) No person may operate a motor vehicle subject to registration under *chapter 46.16 RCW in this state unless the person is insured under a motor vehicle liability policy with liability limits of at least the amounts provided in RCW 46.29.090, is self-insured as provided in RCW 46.29.630, is covered by a certificate of deposit in conformance with RCW 46.29.550, or is covered by a liability bond of at least the amounts provided in RCW 46.29.090. Written proof of financial responsibility for motor vehicle operation must be provided on the request of a law enforcement officer in the format specified under RCW 46.30.030.

(b) A person who drives a motor vehicle that is required to be registered in another state that requires drivers and owners of vehicles in that state to maintain insurance or financial responsibility shall, when requested by a law enforcement officer, provide evidence of financial responsibility or insurance as is required by the laws of the state in which the vehicle is registered.

(c) When asked to do so by a law enforcement officer, failure to display an insurance identification card as specified under



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CITY OF LAKE STEVENS
TREASURERS REPORT
2011 First Quarter Financial Summary

General Fund - Summary

Description	Amended Budget	March 31, 2011	Percent +/- of 2010 Budget
Beginning Fund Balance	\$ 1,213,310	\$ 1,213,310	100.0%
Revenues	\$ 8,363,926	\$ 1,848,970	22.1%
Expenditures	\$ 8,096,247	\$ 1,901,069	23.5%
Ending Fund Balance	\$ 1,480,989	\$ 1,161,211	78.4%

- Total revenues are approximately 22% of budget.
- Total expenditures are approximately 24% of budget.

General Fund - Revenues

Revenue Category	Amended Budget	March 31, 2011	Percent +/- of 2011 Budget	March 31, 2010	% Change from 2010-2011
Taxes	\$ 6,991,063	\$ 1,285,286	18.4%	\$ 919,647	39.8%
Licenses & Permits	\$ 156,946	\$ 123,111	78.4%	\$ 104,384	17.9%
Intergovernmental	\$ 453,294	\$ 121,042	26.7%	\$ 67,033	80.6%
Charges for Services	\$ 345,489	\$ 161,621	46.8%	\$ 73,858	118.8%
Fines and Forfeits	\$ 300,048	\$ 100,560	33.5%	\$ 70,622	42.4%
Miscellaneous	\$ 86,857	\$ 28,809	33.2%	\$ 33,032	-12.8%
Non-Revenue/Other	\$ 30,229	\$ 28,540	94.4%	\$ 1,301	2093.7%
Total	\$ 8,363,926	\$ 1,848,969	22.1%	\$ 1,269,877	45.6%

Total Receipts are approximately 22% of the budget. This is a 46% increase over 2010.

- Taxes are 18% of the budgeted revenues. This is a 40% increase over prior year due to receiving annexation area taxes during the first quarter of 2011 but not 2010.
- Licenses & Permits are at 78% of budgeted revenues. The largest portion is from an increase in building permit activity which have been very difficult to estimate.
- The largest contributor to Intergovernmental revenues are liquor profits and excise taxes which are in line with budget expectations. Additionally, the City received "City Assistance" allocation funds that were only received in 4th Quarter 2010.
- Service Charges are at 47% of budget revenues, which is a significant increase over the prior year. The increase is related to having an additional School Resource Officer, as well as timing of the IT Services payment from the Fire District.
- Fines and Forfeit revenues are at 34% of budgeted, an increase of 42% over the same period in 2010. This increase is due the increased population from annexation.
- Miscellaneous Revenues are 33% of budget, a decrease from the same period in 2010 due to a reimbursement received in early 2010 from Snohomish County for tourism activities related to Ironman.
- The Non-Revenue budget includes an interfund loan repayment from the Repair & Demolition Fund.

General Fund - Expenditures

Expenditure Category	Amended Budget	March 31, 2011	Percent +/- of 2011 Budget	March 31, 2010	% Change from 2010-2011
Legislative	\$ 51,000	\$ 8,312	16.3%	\$ 18,068	-54.0%
Executive	\$ 19,450	\$ 4,497	23.1%	\$ 2,899	55.1%
Administration	\$ 84,780	\$ 21,544	25.4%	\$ 18,204	18.3%
City Clerk	\$ 90,325	\$ 19,558	21.7%	\$ 17,183	13.8%
Human Resources/Civil Service	\$ 67,660	\$ 15,518	22.9%	\$ 13,324	16.5%
IT Services	\$ 161,895	\$ 39,196	24.2%	\$ 35,380	10.8%
Finance	\$ 126,275	\$ 26,680	21.1%	\$ 21,643	23.3%
Legal	\$ 55,000	\$ 7,513	13.7%	\$ 5,515	36.2%
Planning	\$ 788,798	\$ 99,750	12.6%	\$ 145,447	-31.4%
Building	\$ 212,555	\$ 47,541	22.4%	\$ 39,716	19.7%
Law Enforcement	\$ 4,708,280	\$ 1,139,046	24.2%	\$ 1,086,574	4.8%
Parks	\$ 159,721	\$ 32,167	20.1%	\$ 61,498	-47.7%
Library	\$ 8,800	\$ 2,082	23.7%	\$ 2,182	-4.6%
General Government	\$ 626,420	\$ 210,857	33.7%	\$ 161,374	30.7%
Community	\$ 30,182	\$ 1,907	6.3%	\$ 1,735	9.9%
Refunds & Non Oper	\$ 905,105	\$ 224,902	24.8%	\$ 388,873	-42.2%
Total	\$ 8,096,246	\$ 1,901,070	23.5%	\$ 2,019,615	-5.9%

Total Expenditures are approximately 24% of the budget. This is a 6% decrease from the same period in the prior year.

- All Departments are within budget expectations
- The Legislatvie Department decreased 54% due to the capital purchase of laptops and the Council retreat in 2010, neither of which have occurred this year
- The increase in the Executive Department is due to timing of payroll. In the previous year only five payrolls were included in the March report. This was corrected later in the year. This allocation occurs throughout the departments and has caused an erroneous increase of approximately 15%-20% in most cases.
- The Legal Department expenditures are at 14% of budget; only two months are included. This is an increase of 36% due to the increased need for legal counsel and review.
- The Planning Department decreased by 31% due to the Annexation related census costs in 2010, as well as the payroll allocation noted above.
- The Parks Department expenditures decreased in 2011 by 48% over 2010 mostly due to the reallocation of staff to other funds.
- General Government increased by 31% due to increase costs related to annexation population increases, as well as the capital outlay for the cable PEG channel.
- Non-Operating expenditures decreased by 42% due to the reduced operating transfers to Capital funds budgeted in 2011, and the timing of those that remained in the budget.

Street Fund - Summary

Description	Amended Budget	March 31, 2011	Percent +/- of 2010 Budget
Beginning Fund Balance	\$ 1,929,912	\$ 1,929,912	100.0%
Revenues	\$ 1,653,511	\$ 257,487	15.6%
Expenditures	\$ 2,450,735	\$ 918,852	37.5%
Ending Fund Balance	\$ 1,132,688	\$ 1,268,547	112.0%

- Total revenues are approximately 16% of budget.
- Total expenditures are approximately 38% of budget.

Street Fund - Revenues

Revenue Category	Amended Budget	March 31, 2011	Percent +/- of 2011 Budget	March 31, 2010	% Change from 2010-2011
Taxes	\$ 1,037,256	\$ 119,524	11.5%	\$ 92,269	29.5%
Intergovernmental	\$ 540,000	\$ 136,289	25.2%	\$ 76,063	79.2%
Charges for Service	\$ 3,000	\$ -	0.0%	\$ -	0.0%
Miscellaneous	\$ 5,000	\$ 1,674	33.5%	\$ 52,061	-96.8%
Other Financing	\$ 68,255	\$ -	0.0%	\$ 250,000	-100.0%
Total	\$ 1,653,511	\$ 257,487	15.6%	\$ 470,393	-45.3%

Total Receipts are approximately 15% of the budget. This is a 45% decrease from the same period in 2010.

- Taxes are at 12% of budget, a 30% increase over the same period in 2010. Currently the largest contributor is Electric utility tax receipts which are up approximately 50% due to the annexation population increase. Property tax is currently at 3% of budget due to the timing of those receipts.
- Intergovernmental Revenues increased 79% over the same period in 2010. Fuel tax receipts have increased due to the annexation population increase.
- Miscellaneous revenue has decreased significantly due to the insurance recovery funds received in 2010 for the PW building repair.
- In 2010, Other Financing was made up of Library Annexation funds transfer, and the transfer-in of bond proceeds used for the City Shop purchase and bridge repair. In 2011, only the bridge repair is included in this budget.

Street Fund - Expenditures

Expenditure Category	Amended Budget	March 31, 2011	Percent +/- of 2011 Budget	March 31, 2010	% Change from 2010-2011
Salaries & Benefits	\$ 808,875	\$ 190,322	23.5%	\$ 200,238	-5.0%
Supplies	\$ 28,600	\$ 8,933	31.2%	\$ 2,708	229.9%
Services	\$ 259,263	\$ 57,619	22.2%	\$ 87,279	-34.0%
Transportation	\$ 473,516	\$ 44,667	9.4%	\$ 82,622	-45.9%
Other Expenses	\$ 672,548	\$ 610,891	90.8%	\$ 40,139	1421.9%
Capital Projects	\$ 207,933	\$ 6,420	3.1%	\$ 369,189	-98.3%
Total	\$ 2,450,735	\$ 918,852	37.5%	\$ 782,175	17.5%

Total Expenditures are approximately 38% of the budget, a 17% increase over the same period in the prior year.

- Salaries & Benefits are 24% of budget, a 5 % decrease over the same period in 2010 due to the re-organization of staff to other funds.
- Supplies have increased significantly over the same period in 2010 due to increased fuel costs and timing of payments.
- Service Charges have decreased 34% over 2010 due to fewer expenditures related to street sweeping and R&M.
- Transportation expenditures decreased 46% due to more PW Building repairs occurring early in 2010, than in 2011.
- Other Expenses are made up of the budgeted quarterly contributions as well as interfund transfers. The significant increase in 2011 is due to the transfer of funds to the new Sidewalk Capital Project Fund.
- Capital Projects decreased significantly over the prior year as most budgeted projects have not begun.

Surface/Storm Water Fund - Summary

Description	Amended Budget	March 31, 2011	Percent +/- of 2010 Budget
Beginning Fund Balance	\$ 332,103	\$ 332,103	100.0%
Revenues	\$ 1,327,098	\$ 161,598	12.2%
Expenditures	\$ 1,430,841	\$ 300,630	21.0%
Ending Fund Balance	\$ 228,360	\$ 193,071	84.5%

- Total revenues are approximately 12% of budget.
- Total expenditures are approximately 21% of budget.

Surface/Storm Water Fund Revenues

Revenue Category	Amended Budget	March 31, 2011	Percent +/- of 2011 Budget	March 31, 2010	% Change from 2010-2011
Intergovernmental	\$ 213,000	\$ 56,604	26.6%	\$ 215	26227.4%
Charges for Service	\$ 1,113,268	\$ 104,820	9.4%	\$ 3,211	3164.4%
Miscellaneous/Transfers	\$ 830	\$ 174	21.0%	\$ 137	27.0%
Total	\$ 1,327,098	\$ 161,598	12.2%	\$ 3,563	4435.4%

Total Receipts are 12% of budget, a significant increase over the prior year.

- Intergovernmental Revenues are made up primarily of grant funding reimbursement which were not requested until late in 2010 and received in early 2011.
- Charges for Services have increased significantly over the same period in 2010 due to the timing of SWM fee receipts and increases due to the annexation.

Surface/Storm Water Fund Expenditures

Expenditure Category	Amended Budget	March 31, 2011	Percent +/- of 2011 Budget	March 31, 2010	% Change from 2010-2011
Salaries & Benefits	\$ 731,925	\$ 178,165	24.3%	\$ 88,886	100.4%
Operating	\$ 52,620	\$ 3,958	7.5%	\$ 5,124	-22.8%
Services	\$ 120,480	\$ 24,319	20.2%	\$ 24,441	-0.5%
Intergovernmental	\$ 164,960	\$ 41,866	25.4%	\$ -	>100%
Aerator Expenses	\$ 94,200	\$ 41,141	43.7%	\$ 25,621	60.6%
Capital Projects	\$ 202,800	\$ 206	0.1%	\$ -	>100%
Operating Transfers	\$ 63,856	\$ 10,974	17.2%	\$ 4,525	142.5%
Total	\$ 1,430,841	\$ 300,629	21.0%	148,597	102.3%

Total Expenditures are approximately 21% of the budgeted amount, which is a significant increase over the same period in the prior year.

- Salaries & Benefits increased 100% due to the reorganization of PW staff to include Storm/Surface Water in the annexation area in 2011.
- Intergovernmental revenues have increased significantly due to more storm water grant expenditures occurring in early 2011 than in the same period in 2010. These expenditures will be reimbursed later in the year.
- Aerator Expenses have increased 61% over 2010. Much of the increase is due to the change in cost allocation between the City and County due to annexation. The City's portion increases with each annexation.
- The majority of Capital Projects budgeted in 2011 have not yet been started.
- Operating Transfers have increased due to the additional Unemployment funds needed for 2011.

REET Funds - Summary

Description	Amended Budget	March 31, 2011	Percent +/- of 2010 Budget
Beginning Fund Balance	\$ 1,674,104	\$ 1,674,105	100.0%
Revenues	\$ 504,133	\$ 94,876	18.8%
Expenditures	\$ 938,592	\$ 23,220	2.5%
Ending Fund Balance	\$ 1,239,645	\$ 1,745,761	140.8%

- Total revenues are approximately 19% of budget.
- Total expenditures are approximately 3% of budget.

REET - Revenues

Revenue Category	Budget	March 31, 2011	Percent +/- of 2011 Budget	March 31, 2010	% Change from 2010-2011
Taxes	\$ 498,712	\$ 93,999	18.8%	\$ 161,822	-41.9%
Miscellaneous	\$ 5,421	\$ 877	16.2%	\$ 1,151	-23.8%
Total	\$ 504,133	\$ 94,876	18.8%	\$ 162,973	-41.8%

Total Receipts are approximately 19% of budget.

- Excise taxes are at 19% of budget, which is a 42% decrease over the same period in 2010. There was a significant increase in REET receipts in March 2010 that did not occur in 2011.
- Decrease in investment interest correlates with decreased rates and fund balance.

REET - Expenditures

Expenditure Category	Budget	March 31, 2011	Percent +/- of 2011 Budget	March 31, 2010	% Change from 2010-2011
Public Safety	\$ 22,618	\$ 22,618	100.0%	\$ 22,618	0.0%
Operating Transfers	\$ 915,974	\$ 602	0.1%	\$ 5,855	-89.7%
Total	\$ 938,592	\$ 23,220	2.5%	\$ 28,473	-18.4%

Total Expenditures are approximately 3% of budget, an 18% decrease over 2010.

- The operating expenditures budgeted in this fund include debt service payments which are made twice per year (June and December) as well as a payment to the County for the 20th Street ILA. In 2010 the outstanding 1995 property purchase debt was paid in full. No additional payments will be made on that debt in 2011.

CITY OF LAKE STEVENS
TREASURERS REPORT
As of March 31, 2011

GENERAL FUND		As of	2011	As of
Line Item Description	2011 Amended Budget	3/31/2011	% of Budget	3/31/2010
Estimated Beginning Fund Balance	1,213,310	1,213,310		1,403,287
Real and Personal Property Tax	2,979,608	87,422	3%	74,045
Local Retail Sales and Use Tax	1,872,325	600,169	32%	499,787
State Law & Justice	311,292	91,500	29%	48,742
Sales Tax Incentive	249,156	70,213	28%	-
B & O Electric	271,791	96,285	35%	63,474
B & O Gas	316,423	80,333	25%	52,835
Franchise Tax - Television Cable	330,364	79,227	24%	44,139
B & O Telephone and Telegraph	647,386	175,857	27%	133,199
Leasehold Excise Tax	-	342	100%	-
Gambling Tax	12,720	3,937	31%	3,426
TOTAL Taxes	6,991,063	1,285,286	18%	919,647
Business Licenses and Permits	36,235	12,052	33%	10,593
Building Permits	115,000	108,626	94%	92,080
Animal Licenses	3,000	1,132	38%	612
Other Non-Business Licenses & Permits	2,711	1,301	48%	1,099
TOTAL Licenses and Permits	156,946	123,111	78%	104,384
DOJ Grant	2,500	-	0%	400
JAG Grant	13,134	-	0%	-
Misc. Police Grants	6,000	7,997	133%	1,708
Safer Boating Grant	12,000	-	0%	630
Boating (VRF)	8,900	8,898	100%	-
Parks grant - Recycle	-	-	0%	-
CTED grant	-	-	0%	-
Shoreline Master Program Grant	22,000	-	0%	7,146
Housing Authority Pay. In Lieu of Taxes	135	135	100%	135
PUD Privilege Tax	70,542	-	0%	-
Criminal Justice-Low Population	5,067	1,491	29%	811
Criminal Justice-Special Programs	19,794	5,630	28%	3,083
Criminal Justice High Crime	-	-	0%	-
DUI Distribution	4,254	1,214	29%	692
Liquor Excise Tax	114,052	32,368	28%	18,087
Liquor Board Profits	174,916	51,909	30%	34,341
City Assistance	-	11,400	0%	-
TOTAL Intergovernmental Revenue	453,294	121,042	27%	67,033
IT Services	71,400	73,210	103%	17,906
LE - Intergovernmental Services (Prisoner Extradit)	-	-	0%	-
Sale of Map/ Publications & Photocopies	2,395	851	36%	543
Public Record Request - Printing/Copy Fees	-	33	>100%	-
Passports	45,273	12,175	27%	12,692
Passport Photos	15,597	3,284	21%	3,958
Law Enforcement Services	2,539	790	31%	1,005
Law Enforcement Off-duty	15,000	4,307	29%	-
Law Enforcement Services-High School	118,910	47,567	40%	16,566
Fire Inspection Fee	800	333	42%	166
Zoning and Subdivision Fees	48,775	18,529	38%	10,402
Planning - Developer Reimbursement	15,000	-	0%	9,654
Boat Launch Parking	7,500	392	5%	681
Boat Launch Closure Fee	1,800	-	0%	-
Boating Safety Classes	500	150	30%	285
TOTAL Charges For Services	345,489	161,621	47%	73,858

GENERAL FUND		As of	2011	As of
Line Item Description	2011 Amended Budget	3/31/2011	% of Budget	3/31/2010
Evergreen & Marysville Courts	259,973	91,921	35%	62,356
Violations	39,075	8,639	22%	8,266
Evidence Confiscations	500	-	0%	
Impound Fees	500	-	0%	
TOTAL Fines And Forfeits	300,048	100,560	34%	70,622
Investment Interest	2,500	487	19%	443
Real & Pers. Prop. Tax Interest	149	(33)	-22%	3
Sales & Use Tax Interest	3,750	528	14%	1,048
Facilities Rental	6,500	1,772	27%	2,886
Special Event - Rental Reimb	2,500	1,501	60%	
Lease (LT) Lundeen House	8,472	2,824	33%	
Lease (LT) City Shop	21,960	7,321	33%	
Arts sidewalk chalk/ Arts Commission Donation	160	-	0%	
Donations - Parks Dept.	-	-	0%	
Private grants/donations- HR	750	480	64%	700
Planning Donation	-	-	0%	
Donations - Police Dept.	500	-	0%	
Sale of Scrap & Junk	-	714	>100%	
Sale of confiscated property	500	258	52%	102
Misc. judgments & settlements	500	-	0%	168
Reimbursement - SnoIsle Library	4,300	5,415	126%	8,085
Employee Reimbursement - Gun purchase	3,000	1,158	39%	325
Cash Overages/(Shortages)	-	-	0%	
Miscellaneous Revenue	1,200	340	28%	19,272
TOTAL Miscellaneous Revenue	56,741	22,764	40%	33,032
Cable - Capital Contributions	30,116	6,045	20%	-
TOTAL Capital Contributions	30,116	6,045	20%	-
Loan for Annexation	-	-	0%	
Interfund Loan Repayment	28,029	28,029	0%	
Refundable Customer Deposit	-	50	0%	
Refunds or Overpayments	500	461	92%	205
TOTAL Non- Revenue	28,529	28,540	100%	205
Insurance Recoveries	1,500	-	0%	596
Sale of Capital	200	-	0%	500
Interfund Transfers	-	-	0%	
Total Other Financing Sources	1,700	-	0%	1,096
TOTAL REVENUES	8,363,926	1,848,970	22%	1,269,877
TOTAL RESOURCES	9,577,236	3,062,280	32%	2,673,164
Legislative - Salaries	42,000	6,700	16%	5,700
Legislative - Benefits	3,415	513	15%	436
Legislative - Operating Sup	800	-	0%	226
Legislative - Travel	1,500	595	40%	687
Legislative - Prof. Development	800	505	63%	-
Legislative - Capital	-	-	0%	9,219
Legislative - Retreat	2,485	-	0%	1,800
TOTAL LEGISLATIVE	51,000	8,312	16%	18,068
Executive - Salaries	14,400	3,600	25%	2,400
Executive - Benefits	1,400	276	20%	184
Executive - Communications	800	115	14%	114
Executive - Travel	1,500	371	25%	102

GENERAL FUND				
Line Item Description	2011 Amended Budget	As of 3/31/2011	2011 % of Budget	As of 3/31/2010
Executive - Miscellaneous	400	-	0%	99
Executive - Board appreciation	200	-	0%	
Executive - Prof. Development	750	135	18%	
TOTAL EXECUTIVE	19,450	4,497	23%	2,899
Administration - Salaries	63,025	16,900	27%	12,769
Administration - Benefits	17,655	4,144	23%	4,353
Administration - Office Supply	350	-	0%	97
Administration - Staff Development	1,100	170	15%	225
Administration - Communications	800	142	18%	110
Administration - Travel	1,600	188	12%	475
Administration - Miscellaneous	250	-	0%	175
Administration - Capital	-	-	0%	
Total Administration	84,780	21,544	25%	18,204
Clerk - Salaries	55,900	13,928	25%	11,432
Clerk - Benefits	18,775	4,535	24%	3,538
Clerk -Office supplies	600	193	32%	223
Clerk - Professional Services	12,000	637	5%	1,605
Clerk - Staff Development	800	-	0%	139
Clerk- Communications	650	100	15%	98
Clerk - Travel	800	-	0%	
Clerk - R&M	-	-	0%	
Clerk- Miscellaneous	-	-	0%	
Clerk- Misc DOL CC fees	700	164	23%	148
Clerk - Capital	100	-	0%	
Total Clerk	90,325	19,558	22%	17,183
HR - Salaries	47,725	11,931	25%	9,540
HR - Benefits	12,435	2,984	24%	2,713
HR- Office supplies	650	-	0%	226
HR- Professional services	1,100	81	7%	257
HR Staff development	600	-	0%	50
HR Communications	800	155	19%	113
HR- Travel	400	-	0%	
HR - Miscellaneous	300	49	16%	74
HR Wellness program	1,000	-	0%	230
HR Safety program	1,250	318	25%	121
Total HR	66,260	15,518	23%	13,324
Civil Service - Professional Service	1,000	-	0%	-
Civil Service - Travel	-	-	0%	-
Civil Service - Supplies	400	-	0%	-
Civil Service - Advertising/Misc.	-	-	0%	-
TOTAL CIVIL SERVICE	1,400	-	0%	-
IT- Salaries	107,875	26,836	25%	23,206
IT - Overtime	2,500	291	12%	-
IT - Benefits	44,130	9,944	23%	8,818
IT- Office supplies	2,000	-	0%	298
IT- Antivirus Renewal	1,940	1,780	92%	
IT- Staff development	800	-	0%	
IT- Communications	1,300	299	23%	234
IT- Travel	500	46	9%	
IT - Repair & Maintenance	500	-	0%	2,824
IT - Miscellaneous	100	-	0%	

GENERAL FUND		As of	2011	As of
Line Item Description	2011 Amended Budget	3/31/2011	% of Budget	3/31/2010
IT- Capitle/Computer Supplies	250	-	0%	
Total IT	161,895	39,196	24%	35,380
	-			
Finance - Salaries	68,330	17,239	25%	13,194
Finance - Benefits	18,775	4,485	24%	4,012
Finance - Office Supplies	1,700	877	52%	653
Finance - Professional Service	30,000	-	0%	-
Finance - Communications	250	57	23%	49
Finance - Travel	700	-	0%	-
Finance - Advertising	-	-	0%	-
Finance - Insurance	150	122	81%	111
Finance - Financial Software Maint	4,970	3,550	71%	3,500
Finance - Miscellaneous	500	300	60%	74
Finance - Staff Development	900	50	6%	50
Total FINANCE	126,275	26,680	21%	21,643
	-			
Legal - Professional Service	55,000	7,513	14%	5,515
TOTAL LEGAL	55,000	7,513	14%	5,515
	-			
Planning - Salaries	288,055	65,737	23%	69,723
Planning - Benefits	98,055	19,778	20%	23,272
Planning - Office Supplies	4,250	174	4%	829
Planning - Annexation Expenses	-	-	0%	29,870
Planning - Operating Supplies	3,500	49	1%	491
Planning - Tools & Equipment	-	-	0%	-
Planning - Professional Services	7,500	2,709	36%	1,224
Planning - Prof. Serv. UGA/RUTA	7,500	-	0%	297
Planning - Engineering - Biologist	2,000	-	0%	40
Planning - Prof. Serv. Hear. Exam.	2,500	-	0%	-
Planning - CA - Developer Reimb	15,000	844	6%	6,260
Planning - Prof Serv Eagle Ridge Graphics	-	-	0%	2,972
Planning - GIS mapping	3,000	540	18%	54
Planning - Communication	4,500	636	14%	623
Planning - Travel	1,500	12	1%	361
Planning - Advertising	6,500	3,745	58%	1,584
Planning - Repair & Maint.	1,000	114	11%	147
Planning - Miscellaneous	300	-	0%	50
Planning - Printing and Binding	1,000	316	32%	237
Planning - Permit Tracking System Upgrade	-	-	0%	4,567
Planning - Capital Outlay	-	-	0%	-
Planning - Staff Development	1,250	-	0%	50
Planning - CTED grant (incl sal&ben)	-	-	0%	-
Planning -Shoreline grant (incl sal&ben)	25,000	4,152	17%	2,211
Planning - Economic Development	316,288	828	0%	585
Planning Commission - Miscellaneous	100	117	117%	-
Planning Commission - Development	-	-	0%	-
TOTAL PLANNING	788,798	99,750	13%	145,447
	-			
Building Department - Salaries	141,410	33,623	24%	26,284
Building Department - Benefits	60,795	13,178	22%	10,849
Building Department - Office Supplies	500	238	48%	-
Building Department - Operating Supply	2,500	259	10%	738
Building Department - Professional	5,000	131	3%	904
Building Department - Communications	500	111	22%	111
Building Department - Travel	350	-	0%	95
Building Department - Advertising	-	-	0%	-
Building Department - Repair & Maintenance	500	-	0%	-

GENERAL FUND		As of	2011	As of
Line Item Description	2011 Amended Budget	3/31/2011	% of Budget	3/31/2010
Building Department - Miscellaneous	300	-	0%	20
Building Department - Staff Development	700	-	0%	715
Building - Capital Outlay	-	-	0%	-
TOTAL BUILDING	212,555	47,541	22%	39,716
	-			
Law Enforcement - Salaries	2,195,239	556,539	25%	418,914
Law Enforcement - Reserve/Cadet Sal/Ben	-	-	0%	1,553
Law Enforcement - Extra Duty Salaries	20,490	236	1%	-
Law Enforcement - Overtime	300,000	33,027	11%	132,441
Law Enforcement - Benefits	941,715	225,088	24%	186,447
Law Enforcement - Clothing	50,000	20,064	40%	29,558
Law Enforcement - Reserves Eqpt. & Clothing	-	-	0%	309
Law Enforcement - Office Supplies	27,100	6,057	22%	13,522
Law Enforcement - Operating	35,000	6,738	19%	-
Law Enforcement - New Employee Equip	-	-	0%	37,296
Law Enforcement - Staff Purchases - union	-	-	0%	1,969
Law Enforcement - Emergency Mangement	-	-	0%	-
Law Enforcement - Fuel	73,450	17,295	24%	10,827
Law Enforcement - Professional Services	15,000	5,925	40%	9,749
Law Enforcement - Prof Srvc - New Hires	-	-	0%	-
Law Enforcement - Prof Serv Lexipol	2,450	2,450	100%	2,450
Law Enforcement - Communication	17,000	4,036	24%	3,202
Law Enforcement - Communication - Air Cards NW	4,500	-	0%	-
Law Enforcement - Travel	15,000	59	0%	1,658
Law Enforcement - Insurance	112,452	111,870	99%	115,646
Law Enforcement - Utilities	11,000	3,406	31%	404
Law Enforcement - Repair & Maintenance	89,770	9,627	11%	19,301
Law Enforcement - Miscellaneous	3,000	570	19%	893
Law Enforcement - Staff Development	8,550	10	0%	1,439
Law Enforcement - Drug Task Force	7,500	-	0%	-
Law Enforcement - Grants	6,000	-	0%	-
Law Enforcement - Advertising	-	-	0%	-
Law Enforcement - Alarm Costs	1,000	696	70%	312
Law Enforcement - Drug Investigations	1,000	-	0%	-
Law Enforcement - Jail	400,000	42,032	11%	233
Law Enforcement - Snopac Dispatch	260,000	86,546	33%	91,361
Law Enforcement - Boating Salaries	39,394	-	0%	-
Law Enforcement - Boating Benefits	10,196	-	0%	-
Law Enforcement - Clothing - Boating	500	-	0%	-
Law Enforcement - Boating Operating Supplies	4,400	460	10%	790
Law Enforcement - R&M Boating	5,000	-	0%	-
Law Enforcement - Capital Outlay - NW	31,574	-	0%	2,702
LE - Seizure & Forfeiture State Remit	-	-	0%	-
Code Enforcement - Professional Service	20,000	6,315	32%	3,563
Code Enforcement - Miscellaneous	-	-	0%	35
TOTAL LAW ENFORCEMENT	4,708,280	1,139,046	24%	1,086,574
	-			
Parks - Salaries	45,850	11,661	25%	23,755
Parks - Overtime	-	-	0%	-
Parks - Seasonal Workers	30,000	-	0%	-
Parks - Benefits	19,480	4,748	24%	12,196
Parks - Clothing	1,200	2,650	221%	969
Parks - Operating Supplies	6,900	290	4%	838
Parks - Eagle Ridge Park/Soper Hill Operating	2,500	92	4%	-
Parks - Lundeen Op	10,000	465	5%	4,256
Parks - North Cove	2,000	-	0%	-
Parks - Swim Beach	500	-	0%	-

GENERAL FUND		As of	2011	As of
Line Item Description	2011 Amended Budget	3/31/2011	% of Budget	3/31/2010
Parks - Boat Launch Expenses	1,000	-	0%	-
Parks - Fuel	3,200	-	0%	256
Parks - Professional Services	500	-	0%	-
Parks - Communications	2,700	408	15%	562
Parks - Travel	1	-	0%	-
Parks - Equipment Rental	8,000	658	8%	1,282
Parks - PW Lot Rental	540	-	0%	135
Parks - Insurance	6,600	7,166	109%	6,436
Parks - Utilities	10,100	2,343	23%	1,717
Parks - Repair & Maintenance	7,500	1,176	16%	3,332
Parks - Repair & Maintenance - Lundeen	-	-	0%	-
Parks - Miscellaneous	250	-	0%	-
Parks - Staff Development	800	510	64%	-
Parks - Capital Outlay-Picnic tables	-	-	0%	-
Parks - Capital Outlay- Parking lot	-	-	0%	-
Parks - Capital Outlay	-	-	0%	5,764
Park Board - Miscellaneous	100	-	0%	-
Parks- DOE grant (Recycle)	-	-	0%	-
TOTAL PARKS	159,721	32,167	20%	61,498
Library - Operating	1,600	-	0%	888
Library - Professional Service	200	-	0%	-
Library - Utilities	6,500	1,317	20%	1,294
Library - Repairs & Maintenance	500	765	153%	-
Library - Capital Outlay	-	-	0%	-
Library - Regional Services	-	-	0%	-
TOTAL LIBRARY	8,800	2,082	24%	2,182
General Gov't - Facilities Salaries	2,260	334	15%	3,410
General Gov't - Facilities Benefits	770	180	23%	1,834
General Government - Municipal Court Fees	200,000	21,709	11%	21,682
General Government - Court Appt. Attorney	70,000	11,025	16%	11,013
General Gov't - Prosecutor fees	85,995	14,333	17%	13,650
General Government - Election Costs	10,000	-	0%	-
General Government - Voters Registration	35,556	38,839	109%	22,725
General Government - Fire Marshall	3,500	-	0%	644
General Government - Advertising	500	101	20%	-
General Government - Public Record Req - Print&C	-	-	0%	-
General Government - P.S.R.C.	11,000	-	0%	-
General Government - Operating Supply	16,000	1,016	6%	3,034
General Government - Fuel	550	-	0%	-
General Government - Professional Serv	3,580	1,678	47%	1,430
General Government - Communications	7,000	1,829	26%	1,506
General Government - Equipment rental	2,300	553	24%	377
General Government - Special Event Equip	2,700	-	0%	-
General Government - Insurance	54,000	51,181	95%	52,011
General Government - Utilities	13,000	3,025	23%	2,913
General Government - Repair/Maintenance	6,000	1,549	26%	2,701
General Government - Miscellaneous	4,000	237	6%	2,066
General Government - Economic Develop. Council	4,000	3,000	75%	3,000
General Government - Visitor Center	700	-	0%	-
General Government - A.W.C.	18,042	18,042	100%	8,957
General Government - Snohomish Co. Tomorrow	5,000	4,397	88%	2,464
General Government - Excise Tax	2,000	425	21%	354
General Government - Capital Expenditure	2,205	1,651	75%	2,205
General Government - Cable Capital	25,200	25,173	0%	-
General Government - Protect Insp - Reg Enforce	2,500	-	0%	753

GENERAL FUND		As of	2011	As of
Line Item Description	2011 Amended Budget	3/31/2011	% of Budget	3/31/2010
General Government - Emergency Service	20,000	7,062	35%	
General Government - Earth Day Clean Up	2,000	-	0%	
General Government - Aquafest	2,000	-	0%	
General Government - Air Pollution	7,562	1,891	25%	1,859
General Government - Liquor Board to State	6,500	1,631	25%	786
TOTAL GENERAL GOVERNMENT	626,420	210,857	34%	161,374
	-			
Historical Museum	1,042	190	18%	208
Arts Commission	2,386	50	2%	-
Grimm House Electricl	500	62	12%	97
Human Services	15,000	-	0%	-
Community Center - Operating & R&M	2,000	108	5%	126
Community Center- Cleaning	1,104	306	28%	184
Community Center- Communication	450	111	25%	111
Community Center- Utilities	6,200	871	14%	955
New Senior Center	1,500	209	14%	54
TOTAL COMMUNITY	30,182	1,907	6%	1,735
	-			
Refunds	500		0%	10
TOTAL NON-EXPENDITURES	500	-	0%	10
	-			
Interfund Loan to 110	-	-	0%	22,950
Contribution To Cap Equip (Police)	74,000	18,500	25%	103,316
Contribution To Unemployment Fund	39,650	9,913	25%	2,705
Operating Trans to 633 (Trs. Trust)	5,000	-	0%	-
Contribution To Computer Equip Fund	30,800	7,700	25%	9,892
Repayment of Interfund Loan from Street Fund	-	-	0%	
Transfer Library Annex Funds to Street	-	-	0%	
Transfer Library Annex Funds to Gen. Fnd Reserv	500,000	125,000	25%	250,000
Transfer Increased % of Property tax to GF Resrv	255,155	63,789	25%	
TOTAL OPERATING-TRANSFERS OUT	904,605	224,902	25%	388,863
TOTAL EXPENDITURES	8,096,247	1,901,069	23%	2,019,615
ENDING FUND BALANCE	1,480,989	1,161,211		653,550
Total Reserve %	18%	63%		51%
Council Reserve Policy 10%				
Amount in excess of policy 10%	644,597	976,314		526,562

CITY OF LAKE STEVENS
TREASURERS REPORT
STREET FUND

STREET FUND		As of	2011	As of
<u>Line Item Description</u>	2011 Amended Budget	3/31/2011	% of Budget	3/31/2010
Street Fund				
Estimated Beginning Fund Balance	1,929,912	1,929,912		1,913,177
County Road Tax	-	-	0%	
Real and Personal Property Tax	765,465	23,239	3%	28,795
B & O Electric	271,791	96,285	35%	63,474
Total Taxes	1,037,256	119,524	12%	92,269
FEMA grant - Hartford Rd Proj	-	-	0%	
Lundeen Bridge grant	-	-	0%	
FEMA grant - Storm Assistance	-	-	0%	
Street Fuel Tax	540,000	136,289	25%	76,063
ARRA Grant	-	-	0%	
Street Repair Reimbursement - PUD	-	-	0%	
Total Intergovernmental Revenue	540,000	136,289	25%	76,063
PW Services - Reimbursement	3,000	-	0%	
Total Charges for Services	3,000	-	0%	-
Investment Interest	4,000	877	22%	1,208
ROW - Special Assessment	-	48		
Sale of Scrap & Junk	-	-	0%	
Insurance Recovery	1,000	749	75%	50,863
Miscellaneous Revenue	-	-	0%	(10)
Total Miscellaneous Revenue	5,000	1,674	33%	52,061
Transfer of Library Annex Funds	-	-	0%	250,000
Repayment of GF Loan	-	-	0%	
Transfer of REET	-	-	0%	
Transfer in from Bond Fund	-	-	0%	
Transfer in from PWTF Loan	68,255	-	0%	
Transfer of Traffic Mitigation -sidewalk	-	-	0%	
Total Other Financing Sources	68,255	-	0%	250,000
TOTAL REVENUES	1,653,511	257,487	16%	470,393
TOTAL RESOURCES	3,583,423	2,187,399	61%	2,383,570
Street Fund - Salaries	536,880	119,407	22%	137,339
Street Fund - Overtime	20,000	11,608	58%	2,181
Street Fund - Benefits	243,995	56,495	23%	57,520
Street Fund - Clothing	8,000	2,812	35%	3,198
Total Salaries & Benefits	808,875	190,322	24%	200,238
Street Fund - Office Supplies	2,000	824	41%	224
Street Fund - Operating Supplies	6,500	1,922	30%	1,009
Street Fund - Fuel	20,100	6,187	31%	1,475
Total Supplies	28,600	8,933	31%	2,708
Street Fund - Safety program	2,353	598	25%	266
Street Fund - Staff Development	3,000	66	2%	658
Street Fund - Professional Services	35,000	4,371	12%	4,417

STREET FUND		As of	2011	As of
<u>Line Item Description</u>	2011 Amended Budget	3/31/2011	% of Budget	3/31/2010
Street Fund - Computer Software	910	650	71%	
SR9 Safety Corridor Study (204/9)	-	-	0%	
Street Fund - Prof Serv Trans Model	-	-	0%	
Street Fund - GMA Traffic Mit & Conc	-	-	0%	
Street Fund - Street Sweeping	22,000	5,675	26%	10,576
Street Fund - Communications	6,000	843	14%	934
Street Fund - Travel	1,250	149	12%	277
Street Fund - Advertising	650	-	0%	313
Street Fund - Rentals/Leases	5,000	25	0%	165
Street Fund - Insurance	30,000	28,484	95%	28,124
Street Fund - Utilities	3,800	1,401	37%	350
Street Fund - City Shop Utilities	4,800	-	0%	
Street Fund - Repair & Maintenance	135,000	15,202	11%	41,069
Street Fund - Lundeen Street scape	-	-	0%	
Street Fund - Roundabout Landscape	9,000	-	0%	
Street Fund - Miscellaneous	500	155	31%	130
Total Services and Charges	259,263	57,619	22%	87,279
FEMA grant 97.036	-	-	0%	
Street Fund - Storm Drainage	1,700	-	0%	
Overlays	200,000	-	0%	
Sidewalk Repairs	-	-	0%	
Street Fund - Street Lighting	131,156	25,725	20%	24,619
Street Fund - Traffic Control Devices	55,000	2,019	4%	4,566
Street Fund - Snow & Ice Control	14,500	-	0%	360
Street Fund - Shoulders	4,000	-	0%	-
Street Fund - PW Lot Rental/Lease	1,080	-	0%	270
Street - Facilities R&M (PW Shop)	22,134	13,293	60%	52,807
Street - Facilities R&M (City Shop)	43,946	3,630	8%	
Total Transportation	473,516	44,667	9%	82,622
Contribution to Municipal Arts	-	-		
Transfer for PWTF Debt Payment	1,200	-	0%	
Transfer to Sidewalk Capital Fund	590,738	590,738	100%	
Interfund Loan to GF Annexation	-	-	0%	
Contribution to Unemployment Fund	29,450	7,363	25%	3,500
Contribution to Equipment Fund	39,900	9,975	25%	33,876
Contribution to Computer Repl	11,260	2,815	25%	2,763
Total Other Expenditures/Expense	672,548	610,891	91%	40,139
	-			
Total O & M Expenditures	2,242,802	912,432	41%	412,986
Capital Expenditures	-			
36th Street Bridge Repair	70,848	-	0%	
Main St. Emergency Repair	-	6,214	100%	
Capital purchase - Fiber Optic	300	206	69%	
PW Building Construction/Acquisition	-	-	0%	
Hartford road repair (FEMA)	-	-	0%	50
Guard Rails	5,000	-	0%	
Sidewalks (Safer Routes)	39,785	-	0%	209,189
Safer Routes to School Grant Match	0	-	0%	
Sidewalks Cap Project (Lakeview)	-	-	0%	91
Sidewalk Fund Balance	-	-	0%	
Hwy 9/204 Feasibility	25,000	-	0%	
20th Street SE Traffic Study	67,000	-	0%	
Secure Yard and Bldg	-	-	0%	

STREET FUND		As of	2011	As of
<u>Line Item Description</u>	2011 Amended Budget	3/31/2011	% of Budget	3/31/2010
Vernon/ Lundeen/ Soper round about	-	-	0%	159,859
Capital Expenditures	207,933	6,420	3%	369,189
TOTAL EXPENDITURES	2,450,735	918,852	47%	782,175
ENDING FUND BALANCE	1,132,688	1,268,547		1,601,395
Total Reserve % Council Reserve Policy 10%	69%	493%		340%
Amount in excess of policy 10%	774,346	1,049,807		1,363,038

CITY OF LAKE STEVENS
TREASURERS REPORT
STORM/SURFACE WATER FUND

Storm Water Fund		As of	2011	As of
Line Item Description	2011 Amended Budget	3/31/2011	% of Budget	3/31/2010
Surface Water Utility Fund				
Estimated Beginning Fund Balance	332,103	332,103		299,743
Dept. of Ecology Grants	135,000	51,112	38%	215
DOE - Aquatic Weed Grant (Milfoil)	75,000	0	0%	
County Areator O& M	3,000	5,492	183%	
TOTAL Intergovernmental	213,000	56,604	27%	215
Storm Service Charges	1,113,268	104,820	9%	3,211
TOTAL Charges for service	1,113,268	104,820	9%	3,211
Investment Interest	830	174	21%	137
Miscellaneous (Sale of Scrap)	0	0	0%	
Insurance Recoveries	0	0	0%	
TOTAL Miscellaneous Revenue	830	174	21%	137
TOTAL REVENUES	1,327,098	161,598	12%	3,563
TOTAL RESOURCES	1,659,201	493,701	30%	303,306
Storm Fund - Salaries	513,955	127,934	25%	65,141
Storm Fund - Overtime	2,500	644	26%	85
Storm Fund - Benefits	211,470	46,831	22%	22,327
Storm Fund - Clothing	4,000	2,756	69%	1,333
Total Salaries & Benefits	731,925	178,165	24%	88,886
Storm Fund - Office Supplies	2,500	58	2%	689
Storm Fund - Operating Supplies	4,120	264	6%	268
Storm Fund - Tools	2,000	289	14%	
Storm Fund - DOE annual permit	11,000	3,346	30%	3,210
Storm Fund - Fuel	11,000	-	0%	957
Storm Fund - Street Sweeping	22,000	-	0%	-
Storm Fund - Decant Facility	0	-	0%	-
Total Operating	52,620	3,958	8%	5,124
Storm Fund - Safety program	1,700	431	25%	191
Storm Fund - Professional Services	12,000	2,592	22%	2,291
Storm Fund - Communications	4,500	850	19%	964
Storm Fund - Travel	1,000	-	0%	-
Storm Fund - Advertising	550	-	0%	313
Storm Fund - Equipment Rental	2,500	-	0%	85
Storm Fund - Rentals/Leases	700	-	0%	-
Storm Fund - PW Lot Rental/Lease	1,080	-	0%	270
Storm Fund - Insurance (WCIA)	13,230	13,931	105%	12,527
Storm Fund - Utilities	8,000	1,303	16%	260
Storm Fund - Repair & Maintenance	31,000	4,342	14%	1,902
Storm Fund - Excise Tax / Misc.	40,000	-	0%	5,505
Storm Fund - Staff Development	3,000	70	2%	133
Storm Fund - Misc	100	-	0%	-

Storm Water Fund		As of	2011	As of
Line Item Description	2011 Amended Budget	3/31/2011	% of Budget	3/31/2010
Storm Fund - Computer Software	1,120	800	71%	-
Total Services & Charges	120,480	24,319	20%	24,441
DOE Grant - G1000229	35,000	-	0%	-
DOE Grant - G1100060 Capacity	100,000	36,730	100%	-
DOE Grant - G1000533 Aquatic Weeds	0	1,895	100%	-
DOE M/TAC Grant (inc sal/ben)	0	3,241	100%	-
Storm Fund - Billing Cost to County	29,960	-	0%	-
Total Intergovernmental	164,960	41,866	25%	0
Storm Fund -Aerator Utilities	25,000	628	3%	461
Storm Fund -Aerator O & M	5,000	-	0%	-
Storm Fund -Aerator Monitoring	5,000	-	0%	-
Storm Fund -Aerator Repairs	12,000	2,989	25%	-
Storm Fund - Aerator Salaries	7,500	224	3%	-
Storm Fund - Aerator Benefits	2,500	101	4%	-
Contrib Aert. to Equipment Replace	37,200	37,200	100%	25,160
Total Aerator Expenses	94,200	41,141	44%	25,621
Milfoil Solution	185,000	-	0%	-
Capital Outlay - Fiber Optic	300	206	69%	-
16th Street NE - Boys & Girls Club Drainage	6,000	-	0%	-
Alder Road new pond	800	-	0%	-
Secure Yard and Bldg	0	-	0%	-
Parkway Crossing Det Pond Pymt to SnoCo	10,700	-	0%	-
total Capital projects	202,800	206	0%	0
Repayment of gen. fund loan	0	-	0%	-
Contribution to Equipment Fund	12,000	3,000	25%	3,000
Contribution to Computer Equi Fund	5,000	1,250	25%	1,250
Contribution to Unemployment Fund	26,900	6,724	25%	275
Annual Diking District Contribution	19,956	-	0%	-
Total Operating Transfers	63,856	10,974	17%	4,525
TOTAL USES	1,430,841	300,630	21%	148,597
Ending Fund Balance	228,360	193,071	9%	154,709
Reserve Percentage	17%	119%		4342%
Council Policy Target	10%	10%		10%
Amount \$ Over/(Under)	62,440	143,701		124,378

CITY OF LAKE STEVENS
TREASURERS REPORT
REET FUND

REET Funds Line Item Description	2011 Amended Budget	As of 3/31/2011	2011 % of Budget	As of 3/31/2010
REET Funds				
Estimated Beginning Fund Balance	1,674,104	1,674,105		1,825,529
	-			
Real Estate Excise Taxes	498,712	93,999	19%	161,822
Grade Rd Basin Charge	-	-	0%	-
TOTAL Charges for service	498,712	93,999	19%	161,822
Investment Interest	5,421	877	16%	1,151
TOTAL Miscellaneous Revenue	5,421	877	16%	1,151
TOTAL REVENUES	504,133	94,876	19%	162,973
TOTAL RESOURCES	2,178,237	1,768,980	81%	1,988,502
800 Mhz Capital	22,618	22,618	100%	22,618
Total Public Safety	22,618	22,618	100%	22,618
Interfund Loan	-	-	0%	
20th St ILA	500,000	-	0%	
Debt Payment - Prop Purchase 1995	-	-	0%	5,251
Police Station Debt - 2004	103,179	302	0%	304
Debt Pmt - Prop Purch 2008 (1997 ref)	217,263	300	0%	300
Debt Pmt - 2010A City Shop	74,474	-	0%	
Debt Pmt - 2010B (Ref 2008 B)	21,058	-	0%	
Total Operating Transfers	915,974	602	0%	5,855
TOTAL USES	938,592	23,220	2%	28,473
Ending Fund Balance	1,239,645	1,745,761		1,960,029
Reserve Percentage				