

City of Lake Stevens Vision Statement

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

CITY COUNCIL REGULAR MEETING AGENDA Lake Stevens School District Educational Service Center (Admin. Bldg.) 12309 22nd Street NE, Lake Stevens

Monday, March 10, 2014 - 7:00 p.m.

NOTE:

WORKSHOP ON VOUCHERS AT 6:45 P.M.

CALL TO ORDER:

7:00 p.m.
Pledge of Allegiance

ROLL CALL:

GUEST BUSINESS:

A Joint City Council and Park Board Meeting Becky

CONSENT AGENDA:

*A. Approve 2014 vouchers. Barb
*B. Approve Council regular meeting minutes of February 24, 2014. Barb

PUBLIC HEARING:

PUBLIC HEARING FORMAT:

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

*A. First Reading of Ord. 910 – Astound Broadband Franchise Agreement Troy

ACTION ITEMS:

A Design Review Board Reappointments Kim
*B 2014 Budget Amendment Ord 909 Barb

Lake Stevens City Council Regular Meeting Agenda

March 10, 2014

**DISCUSSION
ITEMS:**

**COUNCIL PERSON'S
BUSINESS:**

MAYOR'S BUSINESS:

STAFF REPORTS:

**INFORMATION
ITEMS:**

**EXECUTIVE
SESSION:**

ADJOURN:

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

Special Needs

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

NOTICE:

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



LAKE STEVENS CITY COUNCIL
STAFF REPORT

Council Agenda Date: March 10, 2014

Subject: City Council - Park Board Joint Meeting

Contact	Rebecca Ableman	Budget	0
Person/Department:	Planning and Community Development Director	Impact:	
	Russ Wright		
	Senior Planner		

RECOMMENDATION(S)/ACTION REQUESTED OF COUNCIL:

The Park Board will present a 2014 Work Program (Attachment A) for review and discussion.

SUMMARY:

The City Council and Park Board periodically hold joint meetings to review park policy and efforts that the Board is expected to embark on over the coming year. The Park Board will present its recommended 2014 Work Program to the City Council. Following direction from Council, the Work Program will be placed on a future agenda for formal approval.

SESSION AGENDA

- 1. Individual Introductions - All**
- 2. 2013 Accomplishments - Staff Presentation - Discussion All**
- 3. Recommended 2014 Work Program - Staff Presentation - Discussion All**
- 4. Closing remarks - Park Board Chair**

APPLICABLE CITY POLICIES:

NA

BUDGET IMPACT:

No budget impact.

ATTACHMENTS:

- A. Recommended 2014 Park Board Work Program



Attachment A

2014 PARK BOARD WORK PROGRAM

PROJECT	PROCESS	SCHEDULE	START	PROJECT MANAGER
1. Cavalero Community Park – Coordinate with Snohomish County and other affected user groups related to revisions to the Park Master Plan including input on possible skate board park location.	Coordinate with user groups and provide input as needed.	Ongoing	Ongoing	RA
2. Coordination with other groups – Coordinate with the City Council, Arts Commission, Snohomish County and affected community groups on parks and recreation planning issues.	Specific tasks will be defined as project proceeds	To be determined	Ongoing	RA/RW
3. Hartford Trail Connection – Review and comment on design of Hartford Trail Connection and trailhead between downtown Lake Stevens and the Centennial Trail.	Specific tasks will be defined as project proceeds	To be determined	2 nd Quarter	RW
4. Code Review – Review and/or make recommendations on proposed municipal code amendments including a review of Title 10 Park and Recreation, recommendations on private open space for residential development, and review of park impact fee amendments.	Specific tasks will be defined as project proceeds	To be determined	3 rd Quarter	RW
5. Trail Master Plan – Develop a framework for a Trail Master Plan to include a power line trail, shoreline access and pedestrian connections.	Specific tasks will be defined as project proceeds	To be determined	4 th Quarter	RA/RW

2014 Schedule will be every other month unless additional meeting are required and requested with advance notice.

**BLANKET VOUCHER APPROVAL
 2014**

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	2/28/2014	\$113,239.30
Payroll Checks	36490	\$2,534.62
Electronic Funds Transfers	ACH	\$140,461.14
Claims	36491-36549	\$135,033.08
Void Checks	36406-36445, 36475, 36478, 36295	(\$17,178.89)
Tax Deposit(s)	2/28/2014	\$43,883.37
Total Vouchers Approved:		\$417,972.62

This 10th day of March 2014:

 Mayor

 Councilmember

 Finance Director

 Councilmember

 Councilmember

 Councilmember



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Accounts Payable

Checks by Date - Detail by Check Number

User: jnorris
 Printed: 3/6/2014 10:19 AM

Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Check Amount
ACH 1270		Dept of Licensing	02/26/2014	
	629-694	Weapons Permits		1,200.00
Total for this ACH Check for Vendor 1270:				1,200.00
ACH 1275		Dept of Revenue	02/26/2014	
	01/2014 Taxes	01/2014 Excise taxes		176.15
	01/2014 Taxes	01/2014 Excise taxes		1,641.81
Total for this ACH Check for Vendor 1275:				1,817.96
ACH 1029		AFLAC	03/03/2014	
		PR Batch 00001.02.2014 Aflac After Tax	PR Batch 00001.02.2014 Aflac	374.56
		PR Batch 00001.02.2014 Aflac PreTax	PR Batch 00001.02.2014 Aflac	373.34
02/28/14 PR		PR Batch 00002.02.2014 Aflac After Tax	PR Batch 00002.02.2014 Aflac	374.56
02/28/14 PR		PR Batch 00002.02.2014 Aflac PreTax	PR Batch 00002.02.2014 Aflac	373.34
Total for this ACH Check for Vendor 1029:				1,495.80
ACH 1079		Assoc of Washington Cities EFT	03/03/2014	
		PR Batch 00001.02.2014 Medical PreTax Deduction	PR Batch 00001.02.2014 Medi	2,073.71
02/28/14 PR		PR Batch 00002.02.2014 Medical PreTax Deduction	PR Batch 00002.02.2014 Medi	2,073.71
02/28/14 PR		PR Batch 00002.02.2014 Medical PreTax		1,169.24
02/28/14 PR		PR Batch 00002.02.2014 Medical PreTax		890.33
02/28/14 PR		PR Batch 00002.02.2014 Medical PreTax		938.27
02/28/14 PR		PR Batch 00002.02.2014 Medical PreTax		574.41
02/28/14 PR		PR Batch 00002.02.2014 Medical PreTax		2,757.74
02/28/14 PR		PR Batch 00002.02.2014 Medical PreTax		40,079.12
02/28/14 PR		PR Batch 00002.02.2014 Medical PreTax		5,013.27
02/28/14 PR		PR Batch 00002.02.2014 Medical PreTax		2,421.46
02/28/14 PR		PR Batch 00002.02.2014 Medical PreTax		173.85
02/28/14 PR		PR Batch 00002.02.2014 Medical PreTax		9,801.67
02/28/14 PR		PR Batch 00002.02.2014 Medical PreTax		973.10
02/28/14 PR		PR Batch 00002.02.2014 Medical PreTax		233.71
02/28/14 PR		PR Batch 00002.02.2014 Medical PreTax		9,116.03
Total for this ACH Check for Vendor 1079:				78,289.62
ACH 1273		Dept of Retirement PERS LEOFF	03/03/2014	
		PR Batch 00001.02.2014 LEOFF2 Employee Deduc	PR Batch 00001.02.2014 LEOI	7,921.04
		PR Batch 00001.02.2014 LEOFF2 Employer Paid	PR Batch 00001.02.2014 LEOI	4,925.95
		PR Batch 00001.02.2014 PERS2 Deduction	PR Batch 00001.02.2014 PER	3,853.54
		PR Batch 00001.02.2014 PERS2 Employer Contrib	PR Batch 00001.02.2014 PER	8,638.83
		PR Batch 00001.02.2014 PERS3 Deduction	PR Batch 00001.02.2014 PER	1,109.00
02/28/14 PR		PR Batch 00002.02.2014 Deferred Comp State Dedi	PR Batch 00002.02.2014 Defei	1,850.00
02/28/14 PR		PR Batch 00002.02.2014 LEOFF2 Employee Deduc	PR Batch 00002.02.2014 LEOI	6,096.69
02/28/14 PR		PR Batch 00002.02.2014 LEOFF2 Employer Paid	PR Batch 00002.02.2014 LEOI	3,791.42
02/28/14 PR		PR Batch 00002.02.2014 PERS2 Deduction	PR Batch 00002.02.2014 PER	3,730.92
02/28/14 PR		PR Batch 00002.02.2014 PERS2 Employer Contrib	PR Batch 00002.02.2014 PER	8,318.77
02/28/14 PR		PR Batch 00002.02.2014 PERS3 Deduction	PR Batch 00002.02.2014 PER	1,022.79
Total for this ACH Check for Vendor 1273:				51,258.95
ACH 1645		Nationwide Retirement Solution	03/03/2014	
02/28/14 PR		PR Batch 00002.02.2014 Deferred Comp Nationwid	PR Batch 00002.02.2014 Defei	1,373.25

Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Check Amount
Total for this ACH Check for Vendor 1645:				1,373.25
ACH 1911		Standard Insurance Company	03/03/2014	
	02/28/14 PR	PR Batch 00002.02.2014 Disability Insurance Deductible	PR Batch 00002.02.2014 Disat	104.50
	02/28/14 PR	PR Batch 00002.02.2014 Disability Insurance		67.74
	02/28/14 PR	PR Batch 00002.02.2014 Disability Insurance		40.30
	02/28/14 PR	PR Batch 00002.02.2014 Disability Insurance		121.62
	02/28/14 PR	PR Batch 00002.02.2014 Disability Insurance		78.54
	02/28/14 PR	PR Batch 00002.02.2014 Disability Insurance		158.44
	02/28/14 PR	PR Batch 00002.02.2014 Disability Insurance		2,310.76
	02/28/14 PR	PR Batch 00002.02.2014 Disability Insurance		271.52
	02/28/14 PR	PR Batch 00002.02.2014 Disability Insurance		146.11
	02/28/14 PR	PR Batch 00002.02.2014 Disability Insurance		10.59
	02/28/14 PR	PR Batch 00002.02.2014 Disability Insurance		71.62
	02/28/14 PR	PR Batch 00002.02.2014 Disability Insurance		15.68
	02/28/14 PR	PR Batch 00002.02.2014 Disability Insurance		583.24
	02/28/14 PR	PR Batch 00002.02.2014 Disability Insurance		642.44
Total for this ACH Check for Vendor 1911:				4,623.10
ACH 2045		Washington State Support Registry	03/03/2014	
	02/28/14 PR	PR Batch 00002.02.2014 Child Support	PR Batch 00002.02.2014 Child	402.46
Total for this ACH Check for Vendor 2045:				402.46
ACH 2105		Electronic Federal Tax Pmt System	03/03/2014	
	02/28/14 PR	PR Batch 00002.02.2014 Federal Income Tax	PR Batch 00002.02.2014 Feder	18,764.21
	02/28/14 PR	PR Batch 00002.02.2014 FICA Employee Portion	PR Batch 00002.02.2014 FICA	10,179.00
	02/28/14 PR	PR Batch 00002.02.2014 FICA Employer Portion	PR Batch 00002.02.2014 FICA	10,179.00
	02/28/14 PR	PR Batch 00002.02.2014 Medicare Employee Portion	PR Batch 00002.02.2014 Medi	2,380.58
	02/28/14 PR	PR Batch 00002.02.2014 Medicare Employer Portion	PR Batch 00002.02.2014 Medi	2,380.58
Total for this ACH Check for Vendor 2105:				43,883.37
36491 1537		Lake Stevens Police Guild	03/03/2014	
	02/28/14 PR	PR Batch 00002.02.2014 Police Guild Deduction	PR Batch 00002.02.2014 Polic	816.50
	02/28/14 PR	PR Batch 00002.02.2014 WACOPS Deduction	PR Batch 00002.02.2014 WAC	100.00
Total for Check Number 36491:				916.50
36492 1938		Teamsters Local No 763	03/03/2014	
	02/14/14	PR Batch 00001.02.2014 Teamster Union Dues	PR Batch 00001.02.2014 Team	277.00
	02/28/14 PR	PR Batch 00002.02.2014 Teamster Union Dues	PR Batch 00002.02.2014 Team	277.00
Total for Check Number 36492:				554.00
36493 1992		United Way of Snohomish Co	03/03/2014	
	02/14/14	PR Batch 00001.02.2014 United Way	PR Batch 00001.02.2014 Unite	115.84
	02/28/14 PR	PR Batch 00002.02.2014 United Way	PR Batch 00002.02.2014 Unite	115.84
Total for Check Number 36493:				231.68
36494 2013		Ace Hardware	03/10/2014	
	40955	Key		2.16
	41278	Light bulbs		22.79
	41278	Light bulbs		22.80
	41289	Weed Trimer line		18.45
	41289	Weed Trimer line		18.35
	41289	Weed Trimer line		18.35

Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Check Amount
	41291	Wire		2.70
Total for Check Number 36494:				105.60
36495	1025	Advantage Building Services	03/10/2014	
	14-0067	Janitorial Services		27.31
	14-0067	Janitorial Services		27.31
	14-0067	Janitorial Services		285.00
	14-0067	Janitorial Services		18.20
	14-0067	Janitorial Services		148.20
	14-0067	Janitorial Services		109.25
	14-0067	Janitorial Services		18.21
	14-0067	Janitorial Services		18.22
Total for Check Number 36495:				651.70
36496	1080	Assoc of Washington Cities	03/10/2014	
	2014	2014 mbrshp and testing fees		269.50
	2014	2014 mbrshp and testing fees		269.50
Total for Check Number 36496:				539.00
36497	1108	Big O Tires	03/10/2014	
	1-33190	Tires for PW18		653.43
Total for Check Number 36497:				653.43
36498	1153	Carquest Auto Parts Store	03/10/2014	
		Filters		9.76
		Filters		9.76
		Filters		9.76
Total for Check Number 36498:				29.28
36499	1180	City of Everett	03/10/2014	
	i14000370	Lab Analysis		240.00
Total for Check Number 36499:				240.00
36500	1182	City of Lake Stevens	03/10/2014	
	14-0067	Retainage - Advantage		1.44
	14-0067	Retainage - Advantage		1.44
	14-0067	Retainage - Advantage		15.00
	14-0067	Retainage - Advantage		0.96
	14-0067	Retainage - Advantage		7.80
	14-0067	Retainage - Advantage		5.75
	14-0067	Retainage - Advantage		0.96
	14-0067	Retainage - Advantage		0.95
Total for Check Number 36500:				34.30
36501	1183	City of Marysville	03/10/2014	
	POLIN 11-0374	Prisoner Housing Jan 2014		12,125.32
	POLIN11-0380	Prisoner Hsg Svcs SCORE charges		810.00
Total for Check Number 36501:				12,935.32
36502	1219	Corporate Office Supply	03/10/2014	
	148035i	Keys, coat hooks, paper, Toner		167.80
	148035i	Paper, Toner		99.74
Total for Check Number 36502:				267.54

Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Check Amount
36503	1330	ESRI	03/10/2014	
	92776792	ArcGIS for Desktop Maintenance		388.77
	92776792	ArcGIS for Desktop Maintenance		388.78
	92776792	ArcGIS for Desktop Maintenance		388.78
Total for Check Number 36503:				1,166.33
36504	1338	Everett Stamp Works	03/10/2014	
	11792	Nameplate - Quigley		11.89
Total for Check Number 36504:				11.89
36505	1344	Evergreen State Heat	03/10/2014	
	24305	Repair Shop Furnace		388.52
	24305	Repair Shop Furnace		582.78
	24305	Repair Shop Furnace		582.77
Total for Check Number 36505:				1,554.07
36506	1370	Frontier	03/10/2014	
	02/14 425334083	Telephone service		29.84
	02/14 425334083	Telephone service		29.84
	02/14 425334083	Telephone service		29.85
Total for Check Number 36506:				89.53
36507	1395	Grainger	03/10/2014	
	9359413052	Chain		35.18
	9359413052	Chain		35.17
	9359413060	Stepladder		53.16
	9359413060	Stepladder		53.16
	9360401633	Rotating Beacon light		15.78
	9360401633	Rotating Beacon light		36.83
	9362591886	Chain		38.37
	9362591886	Chain		38.37
	9368284395	Wire		82.74
	9370281199	Wire		14.95
	9370281199	Wire		14.96
	9370281199	Wire		14.95
	9370281199	Wire		14.96
	9370763675	Fish Tape		26.38
	9370763675	Fish Tape		26.37
	9370763675	Fish Tape		26.38
Total for Check Number 36507:				527.71
36508	1453	Industrial Supply Inc	03/10/2014	
	530140	Post Hole Digger Handles		62.25
Total for Check Number 36508:				62.25
36509	1457	Integra Telecom Inc	03/10/2014	
	11732233	Phone service		13.05
	11732233	Phone service		26.10
	11732233	Phone service		13.05

Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Check Amount
	11732233	Phone service		26.10
	11732233	Phone service		84.87
	11732233	Phone service		13.05
	11732233	Phone service		443.86
	11732233	Phone service		13.05
	11732233	Phone service		52.20
	11732233	Phone service		13.05
	11732233	Phone service		75.10
	11732233	Phone service		75.09
	11732233	Phone service		39.15
Total for Check Number 36509:				887.72
36510	2111	International Council of Shopping C03/10/2014		
	2014 1407118	Membership Dues		50.00
	2014 1504145	Membership Dues		100.00
Total for Check Number 36510:				150.00
36511	1504	KD Kanopy	03/10/2014	
	0012094-IN	Canopy for Stage in North Cove Park		3,035.00
Total for Check Number 36511:				3,035.00
36512	1539	Lake Stevens School District	03/10/2014	
	827	Fuel		1,128.92
	827	Fuel		303.87
	827	Fuel		53.21
	827	Fuel		132.21
	828	Fuel		5,917.37
Total for Check Number 36512:				7,535.58
36513	1560	Les Schwab Tire Center	03/10/2014	
	40200142809	Replace front tire on PW19		601.77
Total for Check Number 36513:				601.77
36514	1687	Office of The State Treasurer	03/10/2014	
	Jan 2014	January 2014 State Court Fees		4,454.74
	Jan 2014	January 2014 State Court Fees		2,610.95
	Jan 2014	January 2014 State Court Fees		172.15
	Jan 2014	January 2014 State Court Fees		399.83
	Jan 2014	January 2014 State Court Fees		65.28
	Jan 2014	January 2014 State Court Fees		43.78
	Jan 2014	January 2014 State Court Fees		248.28
	Jan 2014	January 2014 State Court Fees		284.79
	Jan 2014	January 2014 State Court Fees		112.50
	Jan 2014	January 2014 State Court Fees		891.07
	Jan 2014	January 2014 State Court Fees		38.47
Total for Check Number 36514:				9,321.84
36515	1729	Pilchuck Rentals	03/10/2014	
	10245	Chop Saw		455.68
	10245	Chop Saw		455.69

Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Check Amount
Total for Check Number 36515:				911.37
36516	1732 9619164-FB14	Pitney Bowes Postage machine rental	03/10/2014	112.37
Total for Check Number 36516:				112.37
36517	1791 0197-001673479 0197-001673479 0197-001673667 0197-001673667 0197-001673667 0197-001673667 0197-001673667 0197-001674217 0197-001674217	Republic Services 197 Dumpster services Dumpster services Dumpster services Dumpster services Dumpster services Dumpster services Dumpster services Dumpster services	03/10/2014	243.97 13.20 170.87 170.87 7.65 7.65 106.58 14.15
Total for Check Number 36517:				734.94
36518	1803 14-143	Robinson Noble Geotechnical Services	03/10/2014	3,602.04
Total for Check Number 36518:				3,602.04
36519	1873 I000354172	Snohomish County Human Service Liquor Excise Taxes	03/10/2014	1,665.23
Total for Check Number 36519:				1,665.23
36520	1876 107448010 137170904 137170904 137170904	Snohomish County PUD 202150405 203599006 203599006 203599006	03/10/2014	159.62 132.89 132.89 132.88
Total for Check Number 36520:				558.28
36521	1879 I000353660	Snohomish County PW S 2013 Road bond Debt Service	03/10/2014	6,607.56
Total for Check Number 36521:				6,607.56
36522	1880 I000354408 I000354408	Snohomish County PW V Sign repair supplies Vehicle & Radio Repair	03/10/2014	758.31 1,711.45
Total for Check Number 36522:				2,469.76
36523	1884 2013-1742	Snohomish County Sherrifs Office Jail services August 2013	03/10/2014	8,586.36
Total for Check Number 36523:				8,586.36
36524	1892 6503	Snopac Distpatch services	03/10/2014	26,039.54
Total for Check Number 36524:				26,039.54
36525	2112 14003	Speedway Towing Case 14-00436 Towing charges	03/10/2014	310.08
Total for Check Number 36525:				310.08

Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Check Amount
36526	1909 934	Springbrook Software Inc Hosted Cloud services, Training, Conversion service	03/10/2014	18,879.00
Total for Check Number 36526:				18,879.00
36527	1912 3223682752	Staples SanDisk 32 GB	03/10/2014	26.92
Total for Check Number 36527:				26.92
36528	1921 772-10669 772-10891	Strategies 360 Hwy 9 Lobbying services Hwy 9 Lobbying services plus expenses	03/10/2014	3,000.00 3,070.85
Total for Check Number 36528:				6,070.85
36529	1926 66247	Summit Law Group Professional services	03/10/2014	81.00
Total for Check Number 36529:				81.00
36530	2034 3/2014 class	Washington Homicide Invest Assoc Practical Homicide Investigation Class	03/10/2014	575.00
Total for Check Number 36530:				575.00
36531	2050 4/2014 4/2014 4/2014	Washington Teamsters Welfare Tru Dental Premiums - Teamsters Dental Premiums - Teamsters Dental Premiums - Teamsters	03/10/2014	58.16 625.22 625.22
Total for Check Number 36531:				1,308.60
36532	2096 626	Zachor and Thomas Inc PS Prosecutor Services January 2014	03/10/2014	8,250.00
Total for Check Number 36532:				8,250.00
36533	2013 41376 41399 41399	Ace Hardware Spray Paint Camlock and keys Camlock and keys	03/10/2014	8.11 5.69 5.68
Total for Check Number 36533:				19.48
36534	2113 3072	Alice Training Institute LLC Training - Barnes and Carter	03/10/2014	990.00
Total for Check Number 36534:				990.00
36535	1058 02/2014	Jennifer Anderson Section 125 Dependant Care Reimb	03/10/2014	416.66
Total for Check Number 36535:				416.66
36536	1060 1962 2115	Angel Transport and Towing Case 13-03196 Evidence Towing Case 14-00392 Evidence Towing	03/10/2014	346.16 484.63
Total for Check Number 36536:				830.79
36537	1119	Blumenthal Uniforms	03/10/2014	

Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Check Amount
	53896	Uniform for Rich Rutherford		637.84
Total for Check Number 36537:				637.84
36538	1183 POLIN11-0388	City of Marysville 2014 Bail Penalty Schedule books	03/10/2014	119.70
Total for Check Number 36538:				119.70
36539	1202 02/14 0810218	Comcast Internet services - Lakeshore Dr	03/10/2014	85.71
Total for Check Number 36539:				85.71
36540	1203 20207384 20208352	Comdata Corporation Fuel rebates Fuel	03/10/2014	-0.12 52.08
Total for Check Number 36540:				51.96
36541	1248 352948	Day Wireless Systems 16 Recalibrate Pro Laser - radar gun	03/10/2014	496.85
Total for Check Number 36541:				496.85
36542	1343 45990	Evergreen Security Systems L&I Permit class B	03/10/2014	12.40
Total for Check Number 36542:				12.40
36543	1490 1307	Johns Cleaning Service Uniform cleaning	03/10/2014	176.08
Total for Check Number 36543:				176.08
36544	1555 227200	Leadsonline Renewal of Select Search Service Package	03/10/2014	1,908.00
Total for Check Number 36544:				1,908.00
36545	1562 1420700-2014013	Lexis Nexis Data searches	03/10/2014	54.30
Total for Check Number 36545:				54.30
36546	1705 11301662	Pacific Power Batteries Battery	03/10/2014	23.51
Total for Check Number 36546:				23.51
36547	1710 913511	Pakor Inc NW8935 Passport film	03/10/2014	233.54
Total for Check Number 36547:				233.54
36548	1841 9403285731	Shred It Western Washington Shredding services	03/10/2014	55.19
Total for Check Number 36548:				55.19
36549	1994 74Y42084	UPS Evidence shipping	03/10/2014	30.13

Check No	Vendor No	Vendor Name	Check Date	Check Amount
Invoice No	Description	Reference		
Total for Check Number 36549:				30.13
Report Total (68 checks):				319,377.59



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

Monday, February 24, 2014

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

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

COUNCILMEMBERS PRESENT: Todd Welch, Suzanne Quigley¹, Kathy Holder, Kim Daughtry, Marcus Tageant, Sam Low, and John Spencer

COUNCILMEMBERS ABSENT: Mayor Vern Little

STAFF MEMBERS PRESENT: City Administrator Jan Berg, Planning Director Becky Ableman, Finance Director Barb Stevens, Public Works Director Mick Monken, Interim Police Chief Dan Lorentzen, Human Resources Director Steve Edin, City Attorney Cheryl Beyer

OTHERS: None

Excused Absence. Motion made by Councilmember Welch, seconded by Councilmember Spencer, to excuse Suzanne Quigley. Motion carried unanimously (6-0-0-1)

Guest Business. None

Consent Agenda.

MOTION: Councilmember Spencer moved, Councilmember Tageant seconded, to approve the Consent Agenda (A. Approve February 2014 vouchers [Payroll Direct Deposits 2/14/2014 for \$126,649.91; Payroll Checks 36382 for \$2,639.19; Electronic Funds Transfers ACH for \$3,625.71; Claims 36383-36489 for \$238,650.49; Void Checks 36351-36376, 36295, 36406-36445 for deduct of (\$12,031.93); Tax Deposit(s) 2/14/2014 for \$51,859.24]; and B. Approve Council regular meeting minutes of February 1, 2014.) Motion passed unanimously (6-0-0-1).

Action Items.

Supplemental Agreement with Natalie Quick. Planning and Community Development Director Becky Ableman reviewed this Agreement which would extend the contract in order to allow the work to be completed. Councilmember Spencer recommended that the driving tours happen later in the spring to increase chances of better weather.

¹ Councilmember Suzanne Quigley arrived late.

MOTION: Councilmember Tageant moved, Councilmember Spencer seconded, for the Mayor to sign Amendment No. 1 to the Professional Services Agreement with Natalie Quick Consulting for the Business Recruitment Project to extend the contract completion date to May 30, 2014. Motion passed unanimously (6-0-0-1).

Approve Year 2 and 3 Phosphorus Management Education Services Agreement with Snohomish Conservation District. Public Works Director Mick Monken reviewed this item stating that this Agreement is for year 2 (2014) through year 3 (2015) of the education program. The City's share is covered by a grant from Department of Ecology. The balance will be covered by Snohomish Conservation District. There will be no direct costs to the City.

MOTION: Councilmember Tageant moved, Councilmember Spencer seconded, to approve Year 2 and 3 Phosphorus Management Education Services provided by the Snohomish Conservation District in the amount of \$20,405. Motion passed unanimously (7-0-0-0)

Mayor Pro Tem Daughtry announced at 7:08 that Councilmember Suzanne Quigley had arrived.

Discussion Items.

2014 Budget Amendment Ordinance 909. Barb Stevens explained that this is the first budget amendment of 2014 where the balances from 2013 are rolled forward and beginning balances are changed to match the 2013 ending balances. She reviewed this item in detail as contained in the Staff Report pages 38-41. City Administrator Jan Berg spoke regarding having a salary survey done on non-represented employees. This will be coming to Council soon. Finance Director Stevens reviewed amendments to Economic Development and Sewer Operations amounts. There was a request to move the City Administrator position underneath the Mayor on the Organizational Chart. This item will come back on March 10 on the Consent Agenda with the two changes and the organizational chart revision.

Council Person's Business. Councilmembers reported on the following meetings:

Councilmember Tageant reported on the Sewer District meeting. They are trying to be more financially responsible. - Councilmember Holder also attended the Sewer District meeting and provided additional budget details. She and four others also attended the Summit Meeting for Snohomish County which was a very positive event. - Councilmember Quigley reported that there is an Eagle Scout project being proposed at Park Board tomorrow for improving the patio area by the flag pole at the Senior Center. - Councilmember Welch agreed that the Summit Meeting was a positive event. He also attended the Arts Commission meeting. They've already secured some summer entertainment. - Councilmember Spencer attended the Utility Committee Meeting where he was nominated as Chair for 2014. There was some concern expressed at that meeting about marijuana processing for the treatment plant. - Councilmember Low attended SCC and the Health Board meeting. - Mayor Pro Tem Daughtry went down to the legislative session for Highway 9 for the EASC.

Mayor's Business. Mayor Little was absent.

Staff Reports. City Administrator Jan Berg reviewed the status of legislative activity in Olympia. – Planning Director Becky Ableman commented that east Everett developers are working with a builder who will purchase some or all of those lots. There is an upcoming planning short course for anyone interested.

Executive Session. Mayor Pro Tem Daughtry called an Executive Session on one item related to the purchase of real estate for five minutes and one item related to pending litigation for five minutes with no action expected. Council recessed into Executive Session from 7:44 until 7:54.

Adjourn.

MOTION: Councilmember Welch moved, Councilmember Low seconded, to adjourn the meeting at 7:54 p.m. Motion passed unanimously (7-0-0-0)

Vern Little, Mayor

Interim City Clerk, Barb Stevens

DRAFT



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LAKE STEVENS CITY COUNCIL
STAFF REPORT

Council Agenda Date: March 10, 2014

Subject: Public Hearing – Astound Communication Franchise Agreement – Ordinance 910

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

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

RECOMMENDATION(S)/ACTION REQUESTED OF COUNCIL: Public hearing of Astound Broadband, LLC franchise agreement and first reading of ordinance 910.

SUMMARY/BACKGROUND: Astound Broadband is requesting a telecommunication franchise for a period of ten (10) years to provide service to the City of Lake Stevens.

Astound Broadband, LLC, headquartered in Kirkland, is a wholly owned subsidiary of WaveDivision Holdings, LLC, and is a provider of video, internet and phone services on the west coast, serving Washington, Oregon, and California. WaveDivision Holdings, through Astound Broadband, is currently seeking to expand its current service offerings to the residents of Lake Stevens to provide competitive services for voice, data, and internet access benefiting residents by offering more options for their homes and businesses.

APPLICABLE CITY POLICIES: None

BUDGET IMPACT: None

ATTACHMENTS:

- ▶ Exhibit A: Ordinance 910

CITY OF LAKE STEVENS
LAKE STEVENS, WASHINGTON

ORDINANCE NO. 910

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF
LAKE STEVENS, WASHINGTON, GRANTING A FRANCHISE
TO ASTOUND BROADBAND LLC

WHEREAS, Astound Broadband, LLC ("Grantee") has applied to the City of Lake Stevens ("City") for a non-exclusive franchise for the right of entry, use, and occupation of the public Rights-of-Way within City, expressly to install, construct, erect, operate, maintain, repair, relocate and remove its facilities in, on, upon, along and/or across those Rights-of-Way for purposes of offering and providing Network Telephone Service and Telecommunications Infrastructure Services; and

WHEREAS, the public has had adequate notice of the public hearing and opportunity to comment on Grantee's proposal to provide telephone services and telecommunications infrastructure services within the franchise area; and

WHEREAS, from information presented at such public hearing the City Council now deems it appropriate and in the best interest of the City and its inhabitants that a franchise be granted to Grantee.

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

Section 1. Grant of Franchise Right to Use Franchise Area.

A. Subject to the terms and conditions stated herein, City hereby grants Grantee a franchise as set forth in this Ordinance (this "Franchise"), including without limitation general permission to enter, use and occupy the right(s)-of-way within the City as now or hereafter constituted (the "Franchise Area").

B. Grantee is authorized to install, remove, construct, erect, operate, maintain, relocate and repair Grantee Facilities in, along, under and across the Franchise Area.

C. This Franchise does not authorize the use of the Franchise Area for any facilities or services other than Grantee Facilities and Grantee Services, and it extends no rights or privilege relative to any facilities or services of any type, including Grantee Facilities and Grantee Services, on private property within City. This Franchise does not authorize the Grantee to provide Cable Service.

D. This Franchise is non-exclusive and does not prohibit City from entering into other agreements, including other franchises, impacting the Franchise Area, unless City determines that entering into such agreements interferes with Grantee's rights set forth herein. The City expressly reserves the right to grant franchises, licenses, permits or other rights to other Persons, as well as the right in its own name as a municipality, to use the Rights-of-Way for similar or different purposes allowed Grantee hereunder.

E. Except as explicitly set forth herein, this Franchise does not waive any rights that City has or may hereafter acquire with respect to the Franchise Area or any other City roads, Rights-of-Way, property, or any portions thereof. This Franchise shall be subject to the power of eminent domain, and in any proceeding under eminent domain, Grantee acknowledges its use of the Franchise Area shall have no value.

F. City reserves the right to change, regrade, relocate, abandon, or vacate any Right-of-Way within the Franchise Area. If, at any time during the term of this Franchise, City vacates any portion of the Franchise Area containing Grantee Facilities, City shall reserve an easement for public utilities within that vacated portion, pursuant to RCW 35.79.030, within which Grantee may continue to operate any existing Grantee Facilities under the terms of this Franchise for the remaining period set forth under Section 3.

G. Grantee agrees that its use of Franchise Area shall at all times be subordinated to and subject to City and the public's need for municipal infrastructure, travel, and access to the Franchise Area, except as may be otherwise required by law.

H. To the extent authorized by law, this Franchise is subject to the general ordinance provisions of the City of Lake Stevens, affecting matters of general City concern and not merely existing contractual rights of Grantee, now in effect or hereafter made effective. Nothing in this Franchise shall be deemed to waive the requirements of the applicable codes and ordinances of the City regarding permits, fees to be paid or the manner of construction.

Section 2. Notices.

A. Written notices to the parties shall be sent by certified mail to the following addresses, unless a different address shall be designated in writing and delivered to the other party.

City: Lake Stevens
Attn: City Clerk
1812 Main Street
P.O. Box 257
Lake Stevens, WA 98258

Grantee: Astound Broadband, LLC
401 Kirkland Parkplace
Suite 500
Kirkland, WA 98033
Attention: Steve Weed, CEO, and Jim Penney, EVP

B. Any changes to the Grantee's information shall be sent to City's City Engineer, with copies to the City Clerk, referencing the title of this agreement.

C. The Grantee's voice numbers shall be staffed at least during normal business hours, Pacific time zone.

Section 3. Term of Franchise.

A. This Franchise shall run for a period of ten (10) years, from the date of execution specified in Section 5, unless terminated sooner as provided herein.

B. If the Parties fail to formally renew this Franchise prior to the expiration of its term or any extension thereof, this Franchise shall automatically continue in full force and effect until renewed or either party gives written notice at least one hundred and eighty (180) days in advance of intent not to renew this Franchise.

Section 4. Definitions.

For the purpose of this Franchise:

"Affiliate" means, with respect to any Person, any other Person controlling, controlled by or under common control with such Person. For purposes of this definition, the term "control" (including the correlative meanings of the terms "controlled by" and "under common control with"), as used with respect to any Person, means the possession, directly or indirectly, of the power to direct, or cause the direction of, the management policies of such Person, whether through the ownership of voting securities, by contract or otherwise.

"Cable Service" means cable service as defined in 47 U.S.C. § 522(7).

"Communications System" means the Grantee's network distribution system constructed and operated within, above or below the Rights of Way including all fiber optics, wires, cables, ducts, conduits, vaults, poles, anchors, cabinets, fixtures, transformers, and further including other types of facilities necessary or convenient for

providing Network Telecommunications Service or Telecommunications Infrastructure Services.

"Emergency" means a condition of imminent danger to the health, safety and welfare of persons or property located within City including, without limitation, damage to persons or property from natural consequences, such as storms, earthquakes, riots, acts of terrorism or wars.

"Force Majeure Event" means any strike, lockout, labor trouble, inability to procure materials, power failure, riot, insurrection, storm, hurricane, flood, earthquake or other natural disaster or acts of God, terrorism, war or other reason which is not the fault of or is beyond the reasonable control of either the City or Grantee.

"Facility" or "Grantee Facility" (pluralized as "Facilities" or "Grantee Facilities") means any tangible component of the Communications System.

"Grantee Services" means Network Telephone Service and Telecommunications Infrastructure Services.

"Hazardous Substances" means pollutants or substances now or hereafter defined as "hazardous waste", "hazardous substances", "hazardous materials", "pollutants", "contaminates", or "toxic substances" in the Comprehensive Environmental Response Compensation and Liability Act of 1980 ("CERCLA"), 42 U.S.C. 9601 et seq., as amended by the Superfund Amendments and Reauthorization Act of 1986 (PL 99-499); the Hazardous Materials Transportation Act, 49 U.S.C. Section 1801, et seq.; the Resource Conservation and Recovery Act, 15 U.S.C. Section 2601, et seq.; the Resource Conservation and Recovery Act of 1976, as amended, 42 U.S.C. Section 1601, et seq.; the Clean Water Act, 33 U.S.C. Section 1251, et seq.; the Washington State Environmental Policy Act, RCW 90.48.010, et seq.; the Water Pollution Control Act, RCW 90.48.010, et seq.; the Hazardous Waste Management Statute, RCW 90.105, et seq.; the Toxic Substance Control Act, RCW 70.105C, et seq.; and the Model Toxics Control Act, RCW 70.105C, et seq.; and in the rules or regulations adopted and guidelines promulgated pursuant to said laws and shall also include petroleum, oil and petroleum by-products.

"Maintenance" or "Maintain" means examining, testing, inspecting, repairing, maintaining and replacing the existing Grantee Facilities or any part thereof as required and necessary for safe operation.

"Network Telecommunications Service" means service provided by Grantee, or a specified set of user-information transfer capabilities provided to a group of users over Grantee's telecommunications system.

“Person” means any individual, sole proprietorship, partnership, association, corporation or other form of organization authorized to do business in the State of Washington, and includes any natural person, and any governmental entity.

“Relocation” means permanent movement of Grantee Facilities required by City, and not temporary or incidental movement of such facilities, or other revisions Grantee would accomplish and charge to third parties without regard to municipal request.

“Right-of-Way” (pluralized as “Rights-of-Way”) means the surface and the space above and below streets, roadways, highways, avenues, courts, lanes, alleys, sidewalks, easements, rights-of-way and similar public properties and areas used by the general public, to the extent the City has the right to allow the Grantee to use them. The term does not include real property and leaseholds.

“State” means the State of Washington.

“Street Excavation Permit” means that permit as described in Chapter 14.56 of the Lake Stevens Municipal Code.

“Network Telephone Service” has the same meaning as “Network telephone service” as defined under RCW 82.16.010 (2013).

“Telecommunications Infrastructure Services” means the provision of telecommunications capacity or dark fiber by Grantee using Grantee Facilities in the Rights-of-Way, but does not include activities excluded from the definition of “Network telephone service” under RCW 82.16.10 other than the provision of “Competitive telephone service” as defined in RCW 82.16.10.

Section 5. Acceptance of Franchise.

A. This Franchise, and any rights granted hereunder, shall not become effective for any purpose unless and until Grantee files with the City Clerk the Statement of Acceptance, attached hereto as Exhibit A (the “Franchise Acceptance”). The date that the Franchise Acceptance is filed with the City Clerk shall be the effective date of this Franchise.

B. Should Grantee fail to file the Franchise Acceptance with the City Clerk within 30 days after the effective date of this Franchise will automatically terminate and shall be null and void.

Section 6. Construction and Maintenance.

A. Grantee shall apply for, obtain, and comply with the terms of permits required under Title 12 of the Lake Stevens Municipal Code, for any work done on Grantee Facilities within City right-of-way or public land. Grantee shall comply with all

applicable City, State, and federal codes, rules, regulations, and orders in undertaking such work, which shall be done in a thorough and proficient manner consistent with the standards of the telecommunications industry.

B. Grantee agrees to use commercially reasonable efforts to coordinate its activities with City and all other utilities located within the Franchise Area.

C. City expressly reserves the right to prescribe how and where Grantee Facilities shall be installed within the Franchise Area and may from time to time, pursuant to the applicable sections of this Franchise, require the removal, Relocation and/or replacement thereof in the public interest and safety at the expense of Grantee.

D. Before commencing any work within the Franchise Area, Grantee shall comply with the One Number Locator provisions of RCW Chapter 19.122 to identify existing utility infrastructure.

E. Upon prior written approval of City and in accordance with City ordinances, Grantee shall have the authority (but not the obligation) to reasonably trim trees upon and overhanging streets, Public Ways and places in the Franchise Area so as to prevent the branches of such trees from coming in physical contact with Grantee Facilities. Except in emergencies, Grantee may not prune trees at a point below 30 feet above sidewalk grade until seven (7) calendar days after written notice has been given to the owner or occupant of the premises abutting the Right-Of-Way in or over which the tree is growing. The owner or occupant shall have one week from receipt of notice to have such trees pruned by a qualified line clearance arborist at his or her own expense in accordance with Grantee's standards for reliable utility service, provided that the owner or occupant agrees to use tree pruning personnel that are qualified to work in close proximity to power lines. If the owner or occupant fails to do so in compliance with the notice, Grantee may prune such tree at its expense. Grantee shall be responsible for debris removal from such activities. If such debris is not removed within twenty-four (24) hours of completion of the trimming, City may, at its sole discretion, remove such debris and charge Grantee for the cost thereof. This section does not, in any instance, grant automatic authority to clear vegetation for purposes of providing a clear path for radio signals. Any such general vegetation clearing will require a land clearing permit.

F. Nothing in this Franchise shall be construed to prevent the City from constructing sewers, its own fiber optic system, grading, paving, repairing and/or altering any Street; laying down, repairing or removing water mains; or constructing or establishing any other public work or improvement. All such work shall be done, insofar as practicable, so as not to injure or prevent the unrestricted use and operation of the Grantee's System under this Franchise. However, if any portion of the Grantee's System interferes with the construction or repair of any street or public improvement, including

construction, repair or removal of a sewer or water main, the City may direct Grantee to relocate as provided in Section 11.

G. Grantee shall comply with all applicable state and federal laws, statutes, regulations and orders concerning Hazardous Substances relating to its System and Facilities in the Rights-Of-Way. If Grantee releases or causes the release of a material amount of any Hazardous Substances in the course of Grantee's work on its Facilities in the Rights-of-Way, Grantee shall immediately proceed to remove and remediate such release, in accordance with, and only to the extent required by, all applicable state and federal laws, any Hazardous Substances in the Rights-of-Way directly attributable to or caused by Grantee's Facilities or the acts or omissions of Grantee. Nothing in this Franchise transfers or is intended to transfer any liability to the City for removal or remediation of any such Hazardous Substances in the Rights-of-Way.

H. Grantee expressly acknowledges and agrees, by acceptance of this Franchise, that Facilities that are in Rights-Of- Ways which are subsequently acquired by the Grantee and which (if acquired prior to this original Franchise grant) would have been subject to this Franchise and the permitting authority related thereto shall be subject to the provisions of this Franchise and all permits related thereto.

I. The City may require that Grantee, when constructing, relocating, or placing ducts or conduits in rights-of-way, provide the City with additional duct or conduit and related structures necessary to access the conduit. In the event City requests additional duct, conduit, and related structures necessary to access the conduit City and Grantee agree that:

1. The terms and conditions under which additional ducts and/or conduits shall be provided shall be consistent with RCW 35.99.070; and

2. The City and Grantee agree the requested additional duct or conduit space and related access structures may be used by the City to provide telecommunications or Cable Service in accordance with applicable law; and

3. The City shall be responsible for maintaining its respective cable, conduit and Fiber Optic cable buried in Grantee's trenches and bores under this paragraph.

Section 7. Repair and Emergency Work.

In the event of an Emergency, Grantee may commence such repair and Emergency response work as required under the circumstances, provided that Grantee shall notify the City Engineer in writing as promptly as possible, before such repair or Emergency work commences, or as soon thereafter as possible, if advance notice is not practical. Grantee may immediately initiate such emergency repairs, and shall apply for appropriate permits as soon as possible, not to exceed two (2) business days following discovery of the emergency. Grantee must comply with all ordinance provisions relating to such excavations or construction, including the payment of permit fees. City may act,

at any time, without prior written notice in the case of Emergency, but shall notify Grantee in writing as promptly as possible under the circumstances.

Section 8. Damages to City and Third-Party Property.

Grantee agrees that should any of its actions under this Franchise materially impair or damage any City property, survey monument, or property owned by a third-party, Grantee will restore, at its own cost and expense, said property to a safe condition. Such repair work shall be performed and completed to the reasonable satisfaction of the City Engineer.

Section 9. Location Preference.

A. Any structure, equipment, appurtenance or tangible property of a utility, other than Grantee's, which was installed, constructed, completed or in place prior in time to Grantee's application for a permit to construct Grantee Facilities under this Franchise shall have preference as to positioning and location with respect to Grantee Facilities. However, to the extent that Grantee Facilities are completed and installed prior to another utility's submittal of a permit for new or additional structures, equipment, appurtenances or tangible property, then Grantee Facilities shall have priority. These rules governing preference shall continue in the event of the necessity of relocating or changing the grade of any City road or Right-of-Way. A relocating utility shall not necessitate the relocation of another utility that otherwise would not require Relocation. This Section shall not apply to any City facilities or utilities that may in the future require the Relocation of Grantee Facilities. Such Relocations shall be governed by Section 11.

B. Grantee shall maintain a minimum underground horizontal separation of five (5) feet from City or special purpose district water facilities and ten (10) feet from above-ground City or special purpose district water facilities; provided, that for development of new areas, City, together with Grantee and other utility purveyors or authorized users of Rights-of-Way, will develop and follow the City Engineer's determination of a consensus for guidelines and procedures for determining specific utility locations, subject additionally to this Franchise.

C. The City retains the authority to require that Grantee's Facilities are installed and maintained within the right-of-way in such a manner and at such points so as not to inconvenience the public use of the Right-Of-Way or to adversely affect the public health, safety, and welfare.

Section 10. Grantee Information.

A. Grantee agrees to supply, at no cost to City, any information reasonably requested of the Director of Public Works to coordinate municipal functions with

Grantee's activities and fulfill any municipal obligations under State law. Said information shall include, at a minimum, as-built drawings of Grantee Facilities, installation inventory, and maps and plans showing the location of existing or planned facilities within City. Said information may be requested either in hard copy and/or electronic format, if reasonably possible in a format compatible with City's database system, as now or hereinafter existing, including City's geographic information Service (GIS) data base. Grantee shall use its commercially reasonable efforts to keep the City Engineer informed of its long-range plans for coordination with City's long-range plans.

B. The parties understand that Washington law limits the ability of City to shield from public disclosure any information given to City. Accordingly, the parties agree to work together to avoid disclosures of information which would result in economic loss or damage to Grantee because of mandatory disclosure requirements to third persons. Grantee shall indemnify and hold harmless City for any loss or liability for costs for attorneys fees because of non-disclosures requested by Grantee under Washington's open public records law, provided reasonable notice and opportunity to defend was given to Grantee or Grantee is made aware of the pending of a request or claim.

Section 11. Relocation of Grantee Facilities.

A. Except as otherwise so required by law, Grantee agrees to Relocate, remove, or reroute its facilities as ordered by the City Engineer at no expense or liability to City, when reasonably necessary for construction, alteration, repair, or improvement of the right-of-way for purposes of public welfare, health, or safety, and in accordance with Chapter 35.99 RCW. Any determination to require the Relocation of Grantee Facilities shall be made in a reasonable, uniform and non-discriminatory manner. Any City funds used to reimburse costs incurred by any Person in connection with any relocation shall be allocated in a reasonable, uniform and non-discriminatory manner. Pursuant to the provisions of Section 14, Grantee agrees to protect and save harmless City from any customer or third-party claims for service interruption or other losses in connection with any such change, Relocation, abandonment, or vacation of Rights-Of-Way.

B. The City shall notify the Grantee as soon as practicable of the need for relocation and shall specify the date by which relocation shall be completed. In calculating the date that relocation must be completed, the City shall consult with the Grantee and other affected service providers and consider the extent of facilities to be relocated, the services requirements, and the construction sequence for the relocation, within the City's overall project construction sequence and constraints, to safely complete the relocation. If after receiving the City Engineer's relocation schedule, Grantee identifies in writing that the work associated with relocating Grantee's Facilities will be of such size or scope that Grantee believes that it is probable that Grantee will not be able to complete the work within the schedule, Grantee may request a meeting

with the City Engineer to discuss whether modification of the relocation schedule, alternate construction methods or alternate locations are reasonably possible given other project constraints. The City Engineer will consider Grantee's safety, reliability and cost concerns while considering potential effects on project schedules, project budget and any other relevant matters. However, the City Engineer will retain full authority and discretion to make any final decisions regarding any modifications to the relocation schedule, based upon the City Engineer's consideration of the total circumstances of the project schedule.

The City shall provide the Grantee with the standard written notice given under the circumstances to other licensees. Should Grantee fail to remove or relocate any such Facilities by the date established by the City Engineer's schedule, the City may cause and/or effect such removal or relocation by qualified workers and the expense thereof shall be paid by Grantee, including all direct, indirect and/or consequential costs and expenses incurred by the City due to Grantee's delay (however payment by Grantee shall in no way limit Grantee's right, if any, to seek reimbursement for such costs from any third-party). If the City requires Grantee to relocate its Facilities located within the Rights-of-Way, the City will make a reasonable effort to provide Grantee with an alternate location for its Facilities within the Rights-of-Way, or if an alternate location is unavailable, will make the City's project management personnel available to meet with affected property owners and explain City project needs in support of Grantee's efforts to secure an alternate location on private property.

C. If a readjustment or Relocation of Grantee Facilities is necessitated by a request from a Person other than City in the case of City Rights-Of-Way, or the request of the State of Washington Department of Transportation in the case of any state highway situated within the City, that party shall pay Grantee the actual costs thereof.

Section 12. Abandonment and or Removal of Grantee Facilities.

A. If Grantee intends to discontinue using Facilities of its System within all or part of a particular portion of the Rights-Of-Way and does not intend to use said Facilities again in the future, Grantee shall submit to the City Public Works Director a notice describing the structures or other Facilities and the date on which the Grantee intends to discontinue using such Facilities. Within one hundred and eighty days (180) of Grantee's permanent cessation of use of Grantee Facilities, or any portion thereof, Grantee shall, at City's discretion, either abandon in place or remove the affected facilities.

B. The parties expressly agree that this Section shall survive the expiration, revocation or termination of this Franchise.

Section 13. Undergrounding.

A. The parties agree that this Franchise does not limit City's authority under federal law, State law, or local ordinance, to require the undergrounding of utilities.

B. Whenever City requires the undergrounding of aerial utilities in the Franchise Area, Grantee shall underground Grantee Facilities in the manner specified by the City Engineer at no expense or liability to City, except as may be required by RCW Chapter 35.99. Where other utilities are present and involved in the undergrounding project, Grantee shall be required to pay only its fair share of common costs borne by all utilities, in addition to the costs specifically attributable to the undergrounding of Grantee Facilities. Common costs shall include necessary costs for common trenching and utility vaults. Fair share shall be determined in comparison to the total number and size of all other utility facilities being undergrounded.

Section 14. Indemnification and Hold Harmless.

A. Grantee shall defend, indemnify, and hold City and its officers, officials, agents, employees, and volunteers harmless from any and all costs, injuries, damages, losses, suits, or liabilities of any nature including attorneys' fees arising out of or in connection with any third party claims arising from Grantee's performance under this Franchise, except to the extent such costs, claims, injuries, damages, losses, suits, or liabilities are caused by the sole negligence or willful misconduct of City.

B. City shall hold Grantee harmless from any liability arising out of or in connection with any damage or loss to Grantee Facilities caused by Maintenance and/or construction work performed by, or on behalf of, City within the Franchise Area or any other City road, Right-of-Way, or other public property (provided that prior to undertaking any such activities City shall provide notice to Grantee and a reasonable opportunity to perform such activities itself), except to the extent any such damage or loss is directly caused by the negligence of Grantee, or its agent performing such work.

C. Grantee acknowledges that neither City nor any other public agency with responsibility for firefighting, Emergency rescue, public safety or similar duties within City has the capability to provide trench, close trench or confined space rescue. Grantee, and its agents, assigns, successors, or contractors, shall make such arrangements as Grantee deems fit for the provision of such services. Grantee shall hold City harmless from any liability arising out of or in connection with any damage or loss to Grantee for City's failure or inability to provide such services, and, pursuant to the terms of Section 14(A), Grantee shall indemnify City against any and all third-party costs, claims, injuries, damages, losses, suits, or liabilities based on City's failure or inability to provide such services.

D. Acceptance by City of any work performed by Grantee shall not be grounds for avoidance of this section.

E. Grantee also hereby agrees to indemnify the City, its officers, agents and employees, for any damages, claims, additional costs or expenses assessed against or payable by the City arising out of or resulting, directly or indirectly, from Grantee's failure to remove, adjust or relocate any of its System with all related Facilities in the Rights of Way in a timely manner in accordance with a reasonable relocation schedule furnished to Grantee by the City Engineer in writing as provided in Section 11, except to the extent that Grantee's failure is caused by the City's sole negligence or willful misconduct, or a Force Majeure event as described in Section 26.

F. Grantee agrees to forever indemnify the City, its officers, agents and employees, from and against any claims, costs and expenses of any kind, whether direct or indirect, or pursuant to any state or federal law statute, regulation or order, for the removal or remediation of any leaks, spills, contamination or residues of Hazardous Substances, arising from or due to acts of Grantee concerning Facilities in the Rights-Of-Way.

Section 15. Insurance.

A. Grantee shall procure and maintain for the duration of this Franchise, insurance against claims for injuries to persons or damage to property which may arise from or in connection with the performance of work operations or activities, including completed operations, performed by or on Grantee's behalf with the issuance of this Franchise. Grantee shall obtain and maintain insurance in the amounts and types set forth below:

1. Automobile Liability insurance covering all owned, non-owned, hired, and leased vehicles. Coverage shall be written on Insurance Services Office (ISO) form CA 00 01 or a substitute form providing equivalent liability coverage with a minimum combined single limit for bodily injury and property damage of \$1,000,000 per accident. If necessary, the policy shall be endorsed to provide contractual liability coverage.

2. Commercial General Liability insurance written on Insurance Services Office (ISO) occurrence form CG 00 01 with limits no less than \$1,000,000 each occurrence, \$2,000,000 general aggregate and a \$2,000,000 products-completed operations aggregate limit. Coverage shall cover liability arising from premises, operations, independent contractors, products-completed operations, stop gap liability, and personal injury and advertising injury and liability assumed under an insured contract. City shall be named as an additional insured under Grantee's Commercial General Liability insurance policy with respect to the work performed under this Franchise using ISO Additional Insured-State or Political Subdivisions-Permits CG 20 12 or a substitute endorsement providing equivalent coverage..

3. Workers' Compensation coverage as required by the Industrial Insurance laws of the State of Washington.

B. Grantee's insurance coverage shall be primary insurance as respects City. Any insurance, self-insurance, or insurance pool coverage maintained by City shall be in excess of Grantee's insurance and shall not contribute with it.

C. On an annual basis, Grantee shall furnish City with certificates of the foregoing insurance coverage or a copy of amendatory endorsements, including but not necessarily limited to the additional insured endorsement.

D. Grantee shall have the right to self-insure any or all of the above-required insurance. Any such self-insurance is subject to approval by City. Grantee's self-insurance shall provide at least the same amount and scope of coverage for the Grantee and the City, its officers, agents and employees, as otherwise required under Section 15(A). The adequacy of such self-insurance shall be subject to the City Attorney's review and approval. Upon Grantee's election to provide self-insurance coverage, any failure by the Grantee to maintain adequate self-insurance shall be cause for the City to declare a revocation of this Franchise under and subject to Section 23.

E. Grantee's maintenance of insurance as required by this Franchise shall not be construed to limit the liability of Grantee to the coverage provided by such insurance, or otherwise limit City's recourse to any remedy to which City is otherwise entitled at law or in equity.

Section 16. Performance Security.

Grantee shall provide City with a surety performance bond with a penal sum of not less than Fifty Thousand Dollars (\$50,000) running or renewable for the term of this Franchise, in a form and substance reasonably acceptable to City conditioned such that the Grantee shall well and truly observe, fulfill, and perform each term and condition of this Franchise. In the event Grantee shall fail to substantially comply with any one or more of the provisions of this Franchise following notice and a reasonable opportunity to cure, then there shall be recovered jointly and severally from the principal and any surety of such surety bond any damages suffered by City as a result thereof, including but not limited to staff time, material and equipment costs, compensation or indemnification of third parties, and the cost of removal or abandonment of facilities hereinabove described. Grantee specifically agrees that its failure to comply with the terms of Section 19 shall constitute damage to City in the monetary amount set forth therein. Such a financial guarantee shall not be construed to limit Grantee's liability to the guarantee amount, or otherwise limit City's recourse to any remedy to which City is otherwise entitled at law or in equity. Grantee shall pay all premiums charged for the bond, and shall keep the bond in full force and effect at all times throughout the term of

the Franchise, including, if necessary, the time required for removal of all of Grantee's System installed in the Rights-of-Way. The bond shall contain a provision that it shall not be terminated or otherwise allowed to expire without thirty (30) days prior written notice first being given to the City Finance Director. The bond shall be reviewed and approved as to form by the City Attorney, and such approval shall not be unreasonably withheld.

B. During all times when Grantee is performing any construction work in, over, or under any Right of Way requiring a Street Excavation Permit, Grantee shall post a faithful performance bond running to the City, as is required for Street opening permits, and in accordance with the provisions of Chapter 14.56 of the Lake Stevens Municipal Code. Grantee shall pay all premiums or other costs associated with maintaining the bond, and shall keep the same in full force and effect at all times during the construction work.

Section 17. Successors and Assignees.

A. All the provisions, conditions, regulations and requirements herein contained shall be binding upon the successors, assigns of, and independent contractors of Grantee, and all rights and privileges, as well as all obligations and liabilities of Grantee shall inure to its successors, assignees and contractors equally as if they were specifically mentioned herein wherever Grantee is mentioned.

B. This Franchise shall not be leased, assigned or otherwise alienated, except to an Affiliate of Grantee, without the express consent of City by ordinance or resolution, which approval shall not be unreasonably withheld. In the case of transfer or assignment as security by mortgage or other security instrument in whole or in part to secure indebtedness, such consent shall not be required unless and until the secured party elects to realize upon the collateral.

C. Grantee and any proposed assignee or transferee shall provide and certify the following to City not less than sixty (60) days prior to the proposed date of transfer: (a) complete information setting forth the nature, term and conditions of the proposed assignment or transfer; (b) all information required by City of an applicant for a Franchise with respect to the proposed assignee or transferee; and, (c) an application fee which shall be set by City, plus any other costs actually and reasonably incurred by City in processing, and investigating the proposed assignment or transfer.

D. Prior to City's consideration of a request by Grantee to consent to a Franchise assignment or transfer, the proposed assignee or transferee shall file with City a written promise to unconditionally accept all terms of this Franchise, effective upon such transfer or assignment of this Franchise. City is under no obligation to undertake any investigation of the transferor's state of compliance and failure of City to insist on full compliance prior to transfer does not waive any right to insist on full compliance

thereafter.

Section 18. Dispute Resolution.

A. In the event of a dispute between City and Grantee arising by reason of this Franchise, the dispute shall first be referred to the operational officers or representatives designated by Grantor and Grantee to have oversight over the administration of this Franchise. The officers or representatives shall meet within thirty (30) calendar days of either party's written request for a meeting, whichever request is first, and the parties shall make a good faith effort to achieve a resolution of the dispute.

B. If the parties fail to achieve a resolution of the dispute in this manner, either party may then pursue any available judicial remedies. This Franchise shall be governed by and construed in accordance with the laws of the State of Washington, exclusive of its choice of law provisions. In the event any suit, arbitration, or other proceeding is instituted to enforce any term of this Franchise, the parties specifically understand and agree that venue shall be exclusively in Snohomish_____ County, Washington. The substantially prevailing party in any such action shall be entitled to its attorneys' fees and costs of suit, which shall be fixed by the judge hearing the case, and such fees shall be included in the judgment.

Section 19. Enforcement and Remedies.

A. If Grantee shall violate, or fail to comply with any of the provisions of this Franchise, or should it fail to heed or comply with any notice given to Grantee under the provisions of this Franchise, City may shall provide Grantee with written notice specifying with reasonable particularity the nature of any such breach and Grantee shall undertake all commercially reasonable efforts to cure such breach within thirty (30) days of receipt of notification. If City reasonably determines the breach cannot be cured within (30) thirty days, City may specify a longer cure period, and condition the extension of time on Grantee's submittal of a plan to cure the breach within the specified period, commencement of work within the original thirty (30) day cure period, and diligent prosecution of the work to completion. If the breach is not cured within the specified time, or Grantee does not comply with the specified conditions, City may, at its discretion, either (1) revoke this Franchise with no further notification, or (2) claim damages of Two Hundred Fifty Dollars (\$250.00) against the financial guarantee set forth in Section 16.

B. Should City determine that Grantee is acting beyond the scope of permission granted herein for Grantee Facilities and Grantee Services, City reserves the right to cancel this Franchise and require Grantee to apply, pay for, obtain, and comply with all applicable City permits, franchises, or other City permissions for such actions,

and if Grantee's actions are not allowed under applicable federal and state or City laws, to compel Grantee to cease such actions.

Section 20. Compliance with Laws and Regulations.

A. This Franchise is subject to, and Grantee shall comply with all applicable federal and state or City laws, regulations and policies (including all applicable elements of City's comprehensive plan), in conformance with federal laws and regulations, affecting performance under this Franchise. Furthermore, notwithstanding any other terms hereof to the contrary, Grantee shall be subject to the police power of City to adopt and enforce general ordinances necessary to protect the safety and welfare of the general public in relation to the rights granted in the Franchise Area.

B. City reserves the right at any time to amend this Franchise to conform to any hereafter enacted, amended, or adopted federal or state statute or regulation relating to the public health, safety, and welfare, or relating to Right-of-Way regulation, or a City Ordinance enacted pursuant to such federal or state statute or regulation upon providing Grantee with thirty (30) days written notice of its action setting forth the full text of the amendment and identifying the statute, regulation, or ordinance requiring the amendment. Said amendment shall become automatically effective upon expiration of the notice period unless, before expiration of that period, Grantee makes a written call for negotiations over the terms of the amendment. If the parties do not reach agreement as to the terms of the amendment within thirty (30) days of the call for negotiations, City may enact the proposed amendment, by incorporating Grantee's concerns to the maximum extent City deems possible.

Section 21. License, Tax, Charges and Consideration.

A. This Franchise shall not exempt Grantee from any future license, tax, or charge which City may hereinafter adopt pursuant to authority granted to it under state or federal law for revenue or as reimbursement for use and occupancy of the Franchise Area.

B. As consideration for this Franchise, and consistent with RCW 35.21.860, Grantee commits to pay a City utility tax not to exceed six percent (6%) on revenues derived from Grantee's provision of Telecommunications Infrastructure Services (net of bad debt or other uncollectable amounts) in the City, or an amount equivalent to the amount due under such a tax, regardless of any change in law, or whether any authority may determine that said tax does not apply to said revenues.

Section 22. Consequential Damages Limitation.

Notwithstanding any other provision of this Franchise, in no event shall either party be liable for any special, incidental, indirect, punitive, reliance, consequential or similar damages.

Section 23. Termination.

A. This Franchise may be terminated upon a default hereof as provided in this Franchise, subject to the cure period set forth in this section. A termination of this Franchise because of Grantee's default shall not prejudice any other remedy for breach of contract, damages, nonpayment or otherwise which the City has under this Franchise or under law.

B. Grantee shall be in default under this Franchise upon the occurrence of any of the following events:

1. Grantee's failure to pay reimbursements for City-incurred costs relating to this Franchise or the Fees or any other payments required hereunder when due, and such failure continues for twenty (20) days after written notice is given to Grantee identifying the alleged failure with reasonable specificity, provided that the City shall not be required to give written notice concerning failure to pay amounts due more than twice during any twelve Month period. After notice has been given twice during any twelve Month period, Grantee shall be deemed in default, without the requirement of notice and the opportunity to cure, for any subsequent failure to pay amounts due hereunder during the same twelve Month period if such failure continues for ten days after the same becomes due.

2. Upon Grantee's failure to perform any other obligation under this Franchise or cure any failure of performance within thirty days after written notice of such failure or demand for cure, both of which must identify the alleged failure with reasonable specificity, is given by the City to Grantee (or, if such failure of performance is not curable within thirty days in the reasonable determination of City, if the defaulting party fails to commence such cure within thirty days and fails to thereafter diligently pursue such cure to completion).

3. Grantee becomes insolvent, liquidates, is adjudicated as bankrupt, makes an assignment for the benefit of creditors, invokes any provision of law for the relief of debtors, or initiates any proceeding seeking protection from its creditors.

Section 24. Severability.

Each term and condition of this Franchise is an integral part of the consideration given by each party and as such, the terms and conditions of this Franchise are not severable. If any section, sentence, clause or phrase of this Franchise should be held to be invalid or unconstitutional by a court of competent jurisdiction, the City and Grantee

will engage in good faith negotiations to agree on replacement terms, and this Franchise shall terminate unless suitable replacement terms can be agreed to by the parties.

Section 25. Titles.

The section titles used herein are for reference only and should not be used for the purpose of interpreting this Franchise.

Section 26. Force Majeure Events.

If either party is delayed from performing an obligation hereunder because of a Force Majeure Event, then performance of the obligation will be excused for the period of the delay. The occurrence of a force majeure event shall not alter or impair any of the provisions concerning Grantee's insurance requirements as provided in this Franchise.

Section 27. Effective Date and Publication.

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

ADOPTED AND APPROVED this ____ day of _____, 2014.

CITY OF LAKE STEVENS

Vern Little, Mayor

ATTEST:

Barb Stevens, Interim City Clerk

APPROVED AS TO FORM:

Grant K. Weed, City Attorney

First and final reading:
Published:
Effective Date:

EXHIBIT "A"

STATEMENT OF ACCEPTANCE

Astound Broadband LLC, for itself, its successors and assigns, hereby accepts and agrees to be bound by all lawful terms, conditions and provisions of the Franchise attached hereto and incorporated herein by this reference.

ASTOUND BROADBAND, LLC

By: _____

Date: _____

Name: James A. Penney

Title: Executive Vice President

STATE OF WASHINGTON)
)ss.
COUNTY OF KING)

On this ____ day of _____, 2013, before me the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared, James A. Penney, the Executive Vice President of Astound Broadband, LLC, the limited liability company that executed the within and foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of said company, for the uses and purposes therein mentioned, and on oath stated that he/she is authorized to execute said instrument.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal on the date hereinabove set forth.

Signature

NOTARY PUBLIC in and for the State of Washington,
residing at _____

My Commission Expires: _____

City of Lake Stevens

Memo

To: Council
From: Mayor Pro Tem Daughtry
Re: Design Review Board Reappointments
Date: March 10, 2014

To the **Design Review Board**, I am recommending reappointment of Kelly DuByne and Diana Hale.

With these reappointments the Design Review Board will continue with full membership.



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LAKE STEVENS CITY COUNCIL
STAFF REPORT

Council Agenda Date: March 10, 2014

Subject: 2014 Budget Amendment #1

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

RECOMMENDATION(S)/ACTION REQUESTED OF COUNCIL:

Review Ordinance No. 909 Amending Budget Ordinance No. 904 Including the Creation and Elimination of Staffing Positions

SUMMARY/BACKGROUND:

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

Detailed explanations of the changes requested are described below:

General Fund - 001

The change in beginning fund balance reflects the actual 2013 ending fund balance. Overall revenues were approximately 2% higher than estimated; the majority was in property tax. Overall expenditures were approximately 5% below estimates; the most significant decreases affecting this change include Economic Development (\$274K) part of which will be rolled forward to 2014, decreased interfund transfers (\$10K), postponement of the financial software implementation which will be rolled into the 2014 budget (\$20K), Library window replacement (\$5K) also to be rolled into 2014, and multiple Law Enforcement line items to be rolled into 2014.

The 2014 amended revenues include City Assistance revenue (\$63,000) which is based on a sales tax equalization formula; federal grant reimbursement revenues for Live Scan (\$12,270), and Boating Safety (\$14,872); and an anonymous donation to the PD for specific staff development and operational items (\$8,688).

The 2014 amended expenditures are partly due to items not purchased/paid for in 2013 as noted above; these items include economic development related costs (\$195,000) [See Attachment C for Detailed 2014 ED Expenditure Plan], financial software implementation costs (\$20,000), Library window replacement (\$5,000), PD laptop computer and investigations photo/video equipment (\$5,375), and Arts Commission remaining funds (\$181). Additional changes include the following: PD Boating program costs (\$8,874), PD Live Scan purchase in which 90% will be reimbursed (\$12,270); City grant match funds as well as related supply costs for Live Scan (\$1,750); Donation specified purchases of tactical & casualty training and commemorative badges (\$8,688); Lieutenant testing services (\$6,000); Legal professional services to assist in labor negotiations (\$20,000). Finally, a typographical error occurred in the LE SnoPac line item leaving the 2014 budget short \$10,000. Additionally, recommended staffing changes in the PD will increase expenditures approximately \$11,300. The ending fund balance reflects these changes.

In addition to the above listed General Fund amendments, the following changes to budgeted staff positions

are recommended.

Planning & Community Development

- Eliminate: 1 Principle Planner
- Add: 1 Senior Planner

The first is in the Planning/Community Development Department. Recently, the Principle Planner position became vacant. Through review of departmental needs, the Planning Director recommended an elimination of this position in exchange for a second Senior Planner position.

Finance and City Clerk

- Eliminate: 1 City Clerk
- Eliminate: 1 Finance Director
- Add: 1 Finance Director/City Clerk
- Add: 1 Deputy Clerk

The next two positions are within the Administrative Departments – Finance and City Clerk. With the recent retirement of our City Clerk, the City has the opportunity to improve business practices and create efficiencies within Administration. Our recommendation is to combine the Finance Director and City Clerk positions and to add a Deputy Clerk position. The Deputy Clerk will perform the majority of the department functions including records retention, archiving and destruction, contract review, and public records requests. Supervision and review of other staff will no longer be an essential job function allowing more time to complete the necessary tasks. Many small cities have utilized this structure for years and more recently larger entities have taken advantage of this model as well. Marysville, Stanwood, and Mount Vernon all employ a Finance Director/City Clerk and have Accountants and Deputy Clerks under their supervision.

Law Enforcement

- Eliminate: 2 Cadets
- Add: 1 Records Clerk

The recommended changes in the Police Department include eliminating the 2 budgeted Customer Service Cadet positions and adding 1 Records Clerk. The additional Record Clerk position will allow the Evidence Technician/Records Clerk to spend more time processing evidence, and will eliminate the need for the part-time cadet help. In addition, the creation of this position would allow the displaced Support Officer to continue with the LSPD and eliminate the need for unemployment benefit payouts due to the elimination of the PSO position. The net increase in costs related to this change is approximately \$11,300 for 2014.

Street Fund - 101

The change in beginning fund balance reflects the actual 2013 ending fund balance. Overall revenues were approximately 11% below estimates, yet the majority of this is due to grant reimbursements that will be rolled into the 2014 budget. Overall expenditures were approximately 20% below estimates due in part to expenditures related to grant funding not yet being invoiced/paid, as well as the Grade Road Stabilization project not being completed. These items will roll into 2014.

The 2014 amended revenues include the carry forward of the TIB – Arterial Preservation Grant (\$203,901) and a Traffic Safety Grant (\$23,850). The 2014 amended expenditures include the carry forward of budgeted funds for the 2013 Overlay project completed yet not fully invoiced (\$212,000) and the Grade Road Stabilization project (\$10,500). The change also includes an increase to the legal professional services line item for assistance in current labor negotiations (\$2,500). The ending fund balance reflects these changes.

Drug Seizure & Forfeiture Fund - 111

The change in beginning fund balance reflects the actual 2013 ending fund balance which includes unspent funds budgeted in 2013. The 2014 amended revenues include additional anticipated seizure funds (\$20,000). With this increase an increased expenditure is needed to accommodate the required remittance to the State of 10% of all seized funds (\$2,000). The additional increase in expenditures reflects the budget carry-forward of the evidence bar coding equipment (\$3,400), and additional upgrades to the security system (\$2,200). The ending fund balance reflects these changes.

REET II - 304

The change in beginning fund balance reflects the actual 2013 ending fund balance which includes lower than anticipated revenues at year end. The decrease in 2014 expenditures is due to additional funding for the City's portion of the SW Interceptor project becoming available in another fund (-\$33,080). The ending fund balance reflects these changes.

Sidewalk Capital Project Fund – 309

The decrease in beginning fund balance reflects the change in 2013 ending fund balance. The receipt of TIB Sidewalk Grant reimbursement had been expected in 2013 but was received in 2014 and will increase the 2014 revenues (\$204,750). The ending fund balance reflects these changes.

Sewer Fund – 401

The change in beginning fund balance reflects the actual 2013 ending fund balance. The decrease in revenues (\$23,400) is due to the decreased Utility Agreement Fee charged to the LS Sewer District for joint services. This decrease is based on actual costs and OH Allocation from the prior year. The ending fund balance reflects these changes.

Sewer Reserve Fund – 406

The minor change in beginning fund balance reflects the actual 2013 ending fund balance. The increase in revenues is due to the receipt of Grade Road Basin Charges (\$33,080) reimbursing a sewer project completed by the City many years ago. The increase in expenditures reflects the increase of available funds for the City's portion of the SW Interceptor Project bringing the ending fund balance back to \$0 (\$33,075).

Storm & Surface Water Fund – 410

The change in beginning fund balance reflects the actual 2013 ending fund balance, which includes various decreases in expenditures. The 2014 change in expenditures includes an increase to the legal professional services line item for assistance in current labor negotiations (\$2,500). The ending fund balance reflects these changes.

Unemployment Fund – 501

The change in beginning fund balance reflects the actual 2013 ending fund balance, which includes less outgoing payments than estimated. The decreased revenues are due to the correction of a calculation error in which the contributions into this fund do not equal the contributions being made to the fund (-\$14,489). The ending fund balance reflects these changes.

Equipment Fund – Public Works - 530

The change in beginning fund balance reflects the actual 2013 ending fund balance, which includes unspent funds budgeted in 2013. The increased expenditure is due to the carry forward of budget for a walk behind grinder (\$8,000). This item had been authorized to be purchased in 2013, yet the department was unable to complete the process prior to year end. The ending fund balance reflects these changes.

Refundable Deposits - 621

The change in beginning fund balance reflects the actual 2013 ending fund balance, which includes unspent funds budgeted in 2013. The increased revenue (\$1,316) is for the retainage on the final payment for the Sidewalk project completed in 2013. The increased expenditure is due to the carry forward of the funds for release of the retainage held (\$13,076). The project completion approval needed from the State has not yet been given.

Treasurer's Trust - 633

This fund is a trust fund used to receipt funds to be remitted to outside agencies. The change in beginning fund balance reflects the actual 2013 ending fund balance. The increased expenditures are related to the funds received and not yet remitted (6,957). The change in ending fund balance reflects these changes.

The following funds are being amended due to changes in beginning and ending fund balances only, which reflect the actual 2013 ending fund balances:

- General Reserve - 002
- Capital Project Developer Contribution - 301
- Real Estate Excise Tax I – 303
- Equipment Fund – Computer – 510
- Equipment Fund – Police – 520
- Aerator Replacement Fund – 540

APPLICABLE CITY POLICIES:

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

BUDGET IMPACT:

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

ATTACHMENTS:

- ▶ Exhibit A: Ordinance No. 909
- ▶ Exhibit B: Amended Organizational Chart
- ▶ Attachment C: 2014 Economic Development Expenditure Plan
- ▶ Attachment D: 2014 General Fund Forecast (Updated with Amendments)

**CITY OF LAKE STEVENS
LAKE STEVENS, WASHINGTON
ORDINANCE NO. 909**

AN ORDINANCE OF THE CITY OF LAKE STEVENS, WASHINGTON, AMENDING THE 2014 BUDGET AS SET FORTH IN ORDINANCE NO. 904 CONCERNING FUND BALANCES AND EXPENDITURES FOR VARIOUS FUND BALANCES FOR THE YEAR 2014.

WHEREAS, the City of Lake Stevens adopted the 2014 budget pursuant to Ordinance No. 904; and

WHEREAS, the City of Lake Stevens will incur expenditures in categories and amounts other than anticipated in the adopted 2014 budget;

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

SECTION 1. The 2014 budget, as adopted in Ordinance No. 904, is hereby amended as follows:

<i>Fund</i>	<i>Description</i>	<i>Current Budget</i>	<i>Amended Budget</i>	<i>Amount of Inc/(Dec)</i>	<i>ExpRev</i>
001 - General	Beginning Fund Balance	\$5,308,720	\$5,837,901	\$529,181	BegBal.
001 - General	Revenue	\$8,191,627	\$8,290,309	\$98,682	Rev.
001 - General	Expenditures	\$8,300,517	\$8,604,955	\$304,438	Exp.
001 - General	Ending Fund Balance	\$5,199,830	\$5,523,255	\$323,425	EndBal.
002 - General Reserve	Beginning Fund Balance	\$2,100,125	\$2,099,970	(\$155)	BegBal.
002 - General Reserve	Ending Fund Balance	\$2,595,175	\$2,595,020	(\$155)	EndBal.
101 - Street	Beginning Fund Balance	\$2,619,102	\$2,770,385	\$151,283	BegBal.
101 - Street	Revenue	\$1,998,291	\$2,226,042	\$227,751	Rev.
101 - Street	Expenditures	\$1,669,919	\$1,894,919	\$225,000	Exp.
101 - Street	Ending Fund Balance	\$2,947,474	\$3,101,508	\$154,034	EndBal.
111 - Drug Seizure & Forfeiture	Beginning Fund Balance	\$25,038	\$27,592	\$2,554	BegBal.
111 - Drug Seizure & Forfeiture	Revenue	\$2,205	\$22,205	\$20,000	Rev.
111 - Drug Seizure & Forfeiture	Expenditures	\$200	\$7,800	\$7,600	Exp.
111 - Drug Seizure & Forfeiture	Ending Fund Balance	\$27,043	\$41,997	\$14,954	EndBal.
301 - Cap. Proj - Dev. Contrib.	Beginning Fund Balance	\$2,777,203	\$2,884,286	\$107,083	BegBal.
301 - Cap. Proj - Dev. Contrib.	Ending Fund Balance	\$3,009,103	\$3,116,186	\$107,083	EndBal.
303 - Cap. Imp. - REET I	Beginning Fund Balance	\$848,161	\$830,538	(\$17,623)	BegBal.
303 - Cap. Imp. - REET I	Ending Fund Balance	\$774,493	\$756,870	(\$17,623)	EndBal.
304 - Cap. Imp. - REET II	Beginning Fund Balance	\$1,577,919	\$1,560,217	(\$17,702)	BegBal.
304 - Cap. Imp. - REET II	Expenditures	\$156,776	\$123,696	(\$33,080)	Exp.
304 - Cap. Imp. - REET II	Ending Fund Balance	\$1,722,143	\$1,737,521	\$15,378	EndBal.
309 - Sidewalk Capital Projects	Beginning Fund Balance	\$493,117	\$302,317	(\$190,800)	BegBal.
309 - Sidewalk Capital Projects	Revenue	\$800	\$205,550	\$204,750	Rev.
309 - Sidewalk Capital Projects	Ending Fund Balance	\$493,917	\$507,867	\$13,950	EndBal.
401 - Sewer	Beginning Fund Balance	\$292,421	\$294,394	\$1,973	BegBal.
401 - Sewer	Revenues	\$1,430,694	\$1,407,294	(\$23,400)	Rev.
401 - Sewer	Ending Fund Balance	\$290,551	\$269,124	(\$21,427)	EndBal.
406 - Sewer Reserve	Beginning Fund Balance	\$167,589	\$167,584	(\$5)	BegBal.

406 - Sewer Reserve	Revenue	\$150	\$33,230	\$33,080	Rev.
406 - Sewer Reserve	Expenditures	\$167,739	\$200,814	\$33,075	Exp.
410 - Storm & Surface Water	Beginning Fund Balance	\$1,164,829	\$1,274,891	\$110,062	BegBal.
410 - Storm & Surface Water	Expenditures	\$1,302,384	\$1,304,884	\$2,500	Exp.
410 - Storm & Surface Water	Ending Fund Balance	\$1,297,239	\$1,404,801	\$107,562	EndBal.
501 - Unemployment Fund	Beginning Fund Balance	\$101,621	\$101,648	\$27	BegBal.
501 - Unemployment Fund	Revenue	\$22,635	\$8,146	(\$14,489)	Rev.
501 - Unemployment Fund	Ending Fund Balance	\$100,256	\$85,794	(\$14,462)	EndBal.
510 - Equip Fund - Computer	Beginning Fund Balance	\$108,194	\$95,956	(\$12,238)	BegBal.
510 - Equip Fund - Computer	Ending Fund Balance	\$115,113	\$102,875	(\$12,238)	EndBal.
520 - Equip Fund - Police	Beginning Fund Balance	\$209,686	\$221,171	\$11,485	BegBal.
520 - Equip Fund - Police	Ending Fund Balance	\$255,386	\$266,871	\$11,485	EndBal.
530 - Equip Fund - PW	Beginning Fund Balance	\$244,725	\$272,458	\$27,733	BegBal.
530 - Equip Fund - PW	Expenditures	\$106,800	\$114,800	\$8,000	Exp.
530 - Equip Fund - PW	Ending Fund Balance	\$190,214	\$209,947	\$19,733	EndBal.
540 - Aerator Replacement	Beginning Fund Balance	\$101,124	\$101,047	(\$77)	BegBal.
540 - Aerator Replacement	Ending Fund Balance	\$109,299	\$109,222	(\$77)	EndBal.
621 - Refundable Deposits	Beginning Fund Balance	\$1,973	\$13,733	\$11,760	BegBal.
621 - Refundable Deposits	Revenue	\$1,000	\$2,316	\$1,316	Rev.
621 - Refundable Deposits	Expenditures	\$2,973	\$16,049	\$13,076	Exp.
633 - Treasurer's Trust	Beginning Fund Balance	\$11,779	\$6,957	(\$4,822)	BegBal.
633 - Treasurer's Trust	Expenditures	\$300,000	\$306,957	\$6,957	Exp.
633 - Treasurer's Trust	Ending Fund Balance	\$11,779	\$0	(\$11,779)	EndBal.

SECTION 2. Except as set forth above, all other provisions of Ordinance 904 shall remain in full force, unchanged.

SECTION 3. Effective Date and Publication. A summary of this ordinance consisting of its title shall be published in the official newspaper of the City. This ordinance shall take effect and be in force five (5) days after the date of publication.

PASSED by the City Council of the City of Lake Stevens this 10th day of March, 2014.

 Vern Little, Mayor

ATTEST/AUTHENTICATION:

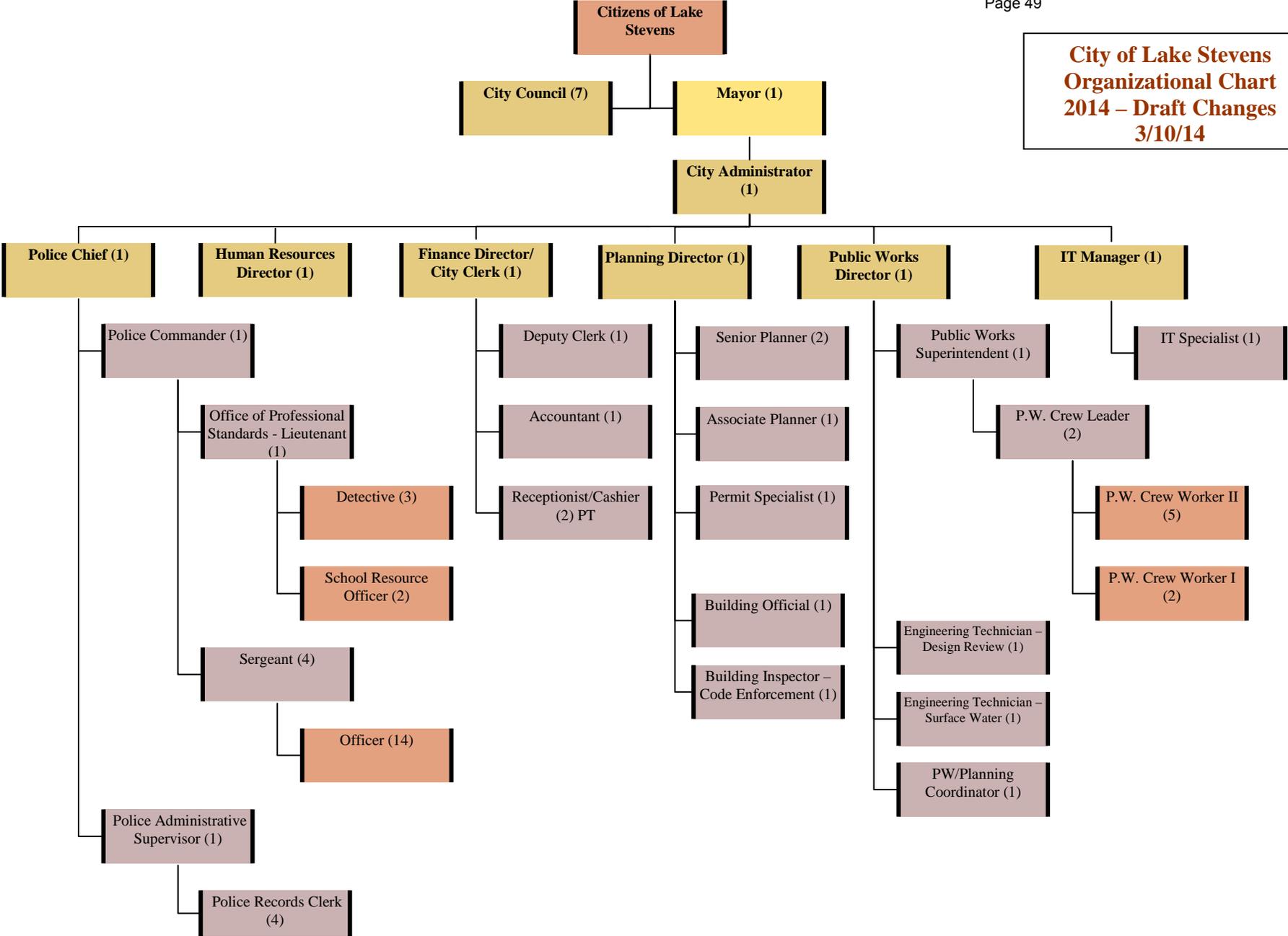
 Norma J. Scott, City Clerk/Admin Asst

APPROVED AS TO FORM:

First and Final Reading: March 10, 2014
 Published:
 Effective:

 Grant Weed, City Attorney

**City of Lake Stevens
Organizational Chart
2014 – Draft Changes
3/10/14**



Economic Development Budget	2010	2011	2012	2013	2013	2014 Amended Budget	2015
	Actual	Actual	Actual	Budget	Actual		Estimates
City Wide							
Recruitment							
Leland	\$ 3,056	\$ 8,364	\$ 645				
William Trimm			\$ 17,019		\$ 831		
Today in America		\$ 19,800					
Consultants				\$ 50,000	\$ -	\$ 50,000	\$ 50,000
Wayfinding				\$ 30,000	\$ -	\$ 35,000	\$ 25,000
Branding				\$ 50,000	\$ -	\$ 50,000	
Communications Strategy				\$ 20,000	\$ 25,472		
Subarea Planning- both	\$ 100,001	\$ 103,896					
Planned Action EIS-Weinman							
20th St. SE		\$ 79,261	\$ 40,380				
Lake Stevens Center		\$ 75,167	\$ 26,057				
Capital Investment							
Private/Public				\$ 150,000	\$ -	\$ 150,000	\$ 150,000
Downtown							
Detailed Framework		\$ 15,000					
Subarea Planning						\$ 70,000	
Planned Action EIS						\$ 90,000	
Capital Investment							
Private/Public						\$ 50,000	\$ 50,000
Total	\$ 103,057	\$ 301,488	\$ 84,101	\$ 300,000	\$ 26,304	\$ 495,000	\$ 275,000
Budget Remaining			\$ 215,899		\$ 273,696		

CORRECTED

GENERAL FUND Line Item Description	As of	2014	2014						
	-	Approved	Proposed	2015	2016	2017	2018	2019	2020
	YE 2013	Budget	Amended Budget	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6
Estimated Beginning Fund Balance	4,637,985	5,308,720	5,837,901	5,523,256	5,381,067	5,104,593	4,601,328	3,888,410	3,026,610
TOTAL Taxes	6,748,600	6,730,166	6,730,166	6,831,953	6,935,383	7,040,551	7,147,487	7,256,226	7,366,798
TOTAL Licenses and Permits	432,617	361,862	361,862	368,944	376,167	383,534	391,046	398,709	406,523
TOTAL Grants & State Shared Revenue	531,456	434,652	524,646	478,960	480,293	481,641	483,003	484,380	485,771
TOTAL Charges For Services	506,980	417,205	417,205	406,844	416,341	427,877	437,666	447,716	458,034
TOTAL Fines And Forfeits	187,256	198,778	198,778	200,844	202,932	205,742	207,175	209,332	211,511
TOTAL Miscellaneous Revenue	66,184	48,565	57,253	54,720	54,276	53,832	53,390	53,447	53,505
TOTAL Capital Contributions	-	-	-	-	-	-	-	-	-
TOTAL Non- Revenue	2,104	400	400	350	500	500	500	500	500
TOTAL Other Financing Sources	792	-	-	-	-	-	-	-	-
TOTAL REVENUES	8,475,989	8,191,627	8,290,309	8,342,616	8,465,892	8,593,676	8,720,268	8,850,308	8,982,642
TOTAL RESOURCES	13,113,974	13,500,347	14,128,210	13,865,872	13,846,960	13,698,269	13,321,596	12,738,718	12,009,252
TOTAL LEGISLATIVE	35,530	50,613	50,613	51,666	51,721	51,777	51,835	51,894	51,955
TOTAL EXECUTIVE	17,393	18,707	18,707	18,823	18,918	19,017	19,120	19,228	19,341
TOTAL Administration	91,325	125,792	125,792	129,980	134,325	138,830	143,503	148,351	153,388
TOTAL Clerk	87,162	130,533	130,533	135,130	139,796	144,636	149,659	154,873	160,292
TOTAL HR	68,409	96,682	96,682	99,835	103,105	106,492	110,002	113,641	117,419
TOTAL CIVIL SERVICE	1,700	1,700	1,700	1,700	1,700	1,700	1,700	1,700	1,700
Total IT	165,881	205,035	205,035	212,093	219,424	227,032	234,936	243,144	251,683
TOTAL FINANCE	214,339	171,402	191,402	202,218	210,828	217,252	227,422	234,282	240,992
TOTAL LEGAL	79,029	70,000	70,000	71,960	73,975	76,046	78,175	80,364	82,615
TOTAL PLANNING	553,226	790,922	985,922	811,941	833,803	858,232	877,295	896,834	917,140
TOTAL BUILDING	197,466	291,769	291,769	302,263	315,203	329,791	350,082	364,681	378,145
TOTAL LAW ENFORCEMENT	4,448,213	4,761,617	4,844,874	4,934,502	5,101,184	5,320,002	5,527,033	5,718,943	5,916,698
TOTAL PARKS	110,548	112,461	112,461	82,928	84,959	87,138	89,375	91,571	93,836
TOTAL LIBRARY	11,449	17,324	22,324	9,569	9,821	10,081	10,347	10,621	10,903
TOTAL GENERAL GOVERNMENT	526,488	682,429	682,429	662,465	633,465	651,356	669,708	688,544	707,929
TOTAL COMMUNITY	15,411	23,563	23,744	28,867	29,199	29,541	29,894	30,255	30,626
TOTAL NON-EXPENDITURES	1,793	500	500	500	500	500	501	501	501
DEBT SERVICE	-	-	-	43,000	95,000	142,000	177,000	177,000	177,000
TOTAL OPERATING-TRANSFERS OUT	650,709	749,467	750,467	685,363	685,440	685,519	685,599	685,681	685,765
TOTAL EXPENDITURES	7,276,072	8,300,517	8,604,955	8,484,804	8,742,367	9,096,941	9,433,187	9,712,108	9,997,927
ENDING FUND BALANCE	5,837,901	5,199,831	5,523,256	5,381,067	5,104,593	4,601,328	3,888,410	3,026,610	2,011,325
Total Reserve %	69%	63%	67%	65%	60%	54%	45%	34%	22%