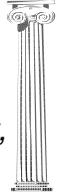


City of Lake Stevens Vision Statement



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 24, 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:

CONSENT AGENDA:

*A	Approve 2014 vouchers.	Barb
*B	Approve Revised Council regular meeting minutes for February 24, 2014	Barb
*C	Approve Council regular meeting minutes of March 10, 2014.	Barb
*D	Supplemental Agreement with Aquatechnex for Milfoil Treatment	Mick
*E	Approve Ord. 910 - Astound Broadband Franchise Agreement	Barb

ACTION ITEMS:

DISCUSSION ITEMS:

A	Trooper Sean O'Connell Memorial Sign Dedication	Kim
*B	New Small Development Frontage Improvement Requirement Practice	Mick
#C	Police Department Year End Report	Dan

COUNCIL PERSON'S BUSINESS:

MAYOR'S BUSINESS:

STAFF REPORTS:

EXECUTIVE SESSION:

ADJOURN:

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

Special Needs

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

NOTICE:

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

**BLANKET VOUCHER APPROVAL
 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	3/14/2014	\$129,671.30
Payroll Checks	36550-36551	\$4,507.24
Electronic Funds Transfers	ACH	\$59,310.96
Claims	36552-36618	\$86,629.10
Void Checks		
Tax Deposit(s)	3/14/2014	\$54,871.03
Total Vouchers Approved:		\$334,989.63

This 24th 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: 3/20/2014 3:14 PM
 :

Check	Vendor Invoice	Vendor Descrip	Check Date Reference	Check Amount
ACH	1273 03/14/14	Dept of Retirement PERS LEOFF PR Batch 00001.03.2014 Deferred Comp State Ded	03/14/2014 PR Batch 00001.03.2014 Deferred Comp State I	1,850.00
Total for this ACH Check for Vendor 1273:				1,850.00
ACH	1645 03/14/14	Nationwide Retirement Solution PR Batch 00001.03.2014 Deferred Comp Nationwic	03/14/2014 PR Batch 00001.03.2014 Deferred Comp Nator	1,125.00
Total for this ACH Check for Vendor 1645:				1,125.00
ACH	2045 03/14/14	Washington State Support Registry PR Batch 00001.03.2014 Child Support	03/14/2014 PR Batch 00001.03.2014 Child Support	402.46
Total for this ACH Check for Vendor 2045:				402.46
ACH	2105 03/14/14 03/14/14 03/14/14 03/14/14 03/14/14	Electronic Federal Tax Pmt System EFTPS PR Batch 00001.03.2014 Federal Income Tax PR Batch 00001.03.2014 FICA Employee Portion PR Batch 00001.03.2014 FICA Employer Portion PR Batch 00001.03.2014 Medicare Employee Porti PR Batch 00001.03.2014 Medicare Employer Portic	03/14/2014 PR Batch 00001.03.2014 Federal Income Tax PR Batch 00001.03.2014 FICA Employee Portic PR Batch 00001.03.2014 FICA Employer Portic PR Batch 00001.03.2014 Medicare Employee Pr PR Batch 00001.03.2014 Medicare Employer Pc	25,232.79 12,010.26 12,010.26 2,808.86 2,808.86
Total for this ACH Check for Vendor 2105:				54,871.03
ACH	1274 3109-2013-Qtr4 Q1.2014	Dept of Revenue Credit Card fees Q1.2014 Q1.2014 Leasehold Excise Taxes	03/24/2014	176.73 523.44
Total for this ACH Check for Vendor 1274:				700.17
ACH	1275 Q1.2014 Q1.2014	Dept of Revenue Q1.2014 Excise Taxes Q1.2014 Excise Taxes	03/24/2014	466.89 -104.59
Total for this ACH Check for Vendor 1275:				362.30
36552	1537 03/14/14 03/14/14 03/14/14	Lake Stevens Police Guild PR Batch 00001.03.2014 Guild Initiation Fees PR Batch 00001.03.2014 Police Guild Deduction PR Batch 00001.03.2014 WACOPS Deduction	03/14/2014 PR Batch 00001.03.2014 Guild Initiation Fees PR Batch 00001.03.2014 Police Guild Deductio PR Batch 00001.03.2014 WACOPS Deduction	25.00 887.50 105.00
Total for Check Number 36552:				1,017.50
36553	2104 03/20/14 Mtg 03/20/14 Mtg 03/20/14 Mtg	Snohomish County Cities Sno Co Cities 3/20/14 Mtg Sno Co Cities 3/20/14 Mtg Sno Co Cities 3/20/14 Mtg	03/14/2014	105.00 35.00 35.00
Total for Check Number 36553:				175.00
36554	2013 41414 41425 41456 41491	Ace Hardware Keys & Brush Wheel Post Eye Light Control Patio block Concrete Patch	03/24/2014	66.50 8.13 19.33 41.76

Check	Vendor Invoice	Vendor Descrip	Check Date Reference	Check Amount
	41495	Extention cord		59.72
Total for Check Number 36554:				195.44
36555	1037 37736	Alexander Printing 1500 Window security envelopes	03/24/2014	181.27
Total for Check Number 36555:				181.27
36556	1058 3/1-3/31/14	Jennifer Anderson Dependant Care per Section 125	03/24/2014	416.66
Total for Check Number 36556:				416.66
36557	1080 CNF#1078-43012 IVC001761	Assoc of Washington Cities Labor Relations Institute Conf AWC Conference	03/24/2014	270.00 122.93
Total for Check Number 36557:				392.93
36558	2115 7743-01-14	Berk Consulting Inc Prof Services	03/24/2014	4,873.75
Total for Check Number 36558:				4,873.75
36559	1111 484427	Bills Blueprint Autumn Hill	03/24/2014	16.29
Total for Check Number 36559:				16.29
36560	1119 53862 53862-01	Blumenthal Uniforms Uniform - Rutherford Uniform - Rutherford	03/24/2014	425.44 462.31
Total for Check Number 36560:				887.75
36561	1141 03/14 0979 03/14 1324 03/14 1324 03/14 1324 03/14 2772 03/14 2772 03/14 2772 03/14 2772 03/14 2772 03/14 2772 03/14 2772 03/14 2772 03/14 4268 03/14 7750 03/14 7750 03/14 7750 03/14 7750 03/14 7750 03/14 7750 03/14 7750 03/14 7750 03/14 7750 03/14 8877 03/14 8877 03/14 8877	Business Card Tripod Worklight Click 2 Mail 09 Fire Plan Review/Sprinkler and alarm install Parking JSA Builder Supscription Downtown Dev Mtg Downtown Dev Mtg Downtown Dev Mtg WCMA membership 20 rifle lights with mounts Spreadsheet Assistant Guardian Fall arrest equipment Guardian Fall arrest equipment Guardian Fall arrest equip Fall arrest/Emergency Breathing eq/Cell phone access Guardian Fall Arrest eq Parking Click 2 Mail Feet First Walkable Symposium\ Postage GMR Transcription services WAPRO Membership	03/24/2014	45.93 52.31 240.57 3.00 49.00 11.58 11.58 11.58 142.00 2,205.33 23.93 53.00 53.00 53.00 1,050.25 53.00 2.00 6.69 42.39 800.00 111.75 25.00
Total for Check Number 36561:				5,046.89
36562	1153 2421-202370	Carquest Auto Parts Store Air Filters	03/24/2014	12.87

Check	Vendor Invoice	Vendor Descrip	Check Date Reference	Check Amount
	2421-202370	Air Filters		12.87
	2421-202370	Air Filters		12.88
	2421-202371	Oil Filters		36.63
	2421-202371	Oil Filters		36.32
Total for Check Number 36562:				111.57
36563	1180	City of Everett	03/24/2014	
	I14000342	Animal Shelter Services Jan 2014		1,085.00
Total for Check Number 36563:				1,085.00
36564	2116	City of Granite Falls	03/24/2014	
	496	2011 Dodge Charger/2-2006 Ford Explorers		28,000.00
Total for Check Number 36564:				28,000.00
36565	1195	Code Publishing Co	03/24/2014	
	45864	Municipal Code updates		1,389.88
Total for Check Number 36565:				1,389.88
36566	1200	Comcast	03/24/2014	
	02/14 0808840	Internet services - City shop		28.57
	02/14 0808840	Internet services - City shop		28.57
	02/14 0808840	Internet services - City shop		28.57
	02/14 0827887	Traffic signal control		120.80
	03/14 0443150	Internet Services		2.40
	03/14 0443150	Internet Services		4.79
	03/14 0443150	Internet Services		4.79
	03/14 0443150	Internet Services		19.16
	03/14 0443150	Internet Services		69.46
	03/14 0443150	Internet Services		3.19
	03/14 0443150	Internet Services		3.19
	03/14 0443150	Internet Services		3.19
	03/14 0443150	Internet Services		2.40
	03/14 0443150	Internet Services		7.19
Total for Check Number 36566:				326.27
36567	1202	Comcast	03/24/2014	
	02/14 692756	Internet services - Market Place		75.71
Total for Check Number 36567:				75.71
36568	1219	Corporate Office Supply	03/24/2014	
	148552i	Envelopes-Boxes		221.37
	148552i	Toner		86.83
	148604i	labels-Binders-Business Card Magnets-Wireless Wave-Index Tabs		346.21
	148633i	Labels		49.93
	148696i	Binders-Envelopes-Paper-Glue-Staples		435.23
	148702i	LD liner		47.68
Total for Check Number 36568:				1,187.25
36569	1231	Crystal and Sierra Springs	03/24/2014	
	5249844030114	Bottled Water		22.20
	5249844030114	Bottled Water		22.19
	5249844030114	Bottled Water		60.30
	5249844030114	Bottled Water		61.83
	5249844030114	Bottled Water		61.83
Total for Check Number 36569:				228.35

Check	Vendor Invoice	Vendor Descrip	Check Date Reference	Check Amount
36570	1253 XJC9D5XK4	Dell Marketing LP 5 OptiPlex 9020 Computers	03/24/2014	5,925.65
Total for Check Number 36570:				5,925.65
36571	1272 1037562	Dept of Retirement OASI Annual Admin fee per RCW41.48	03/24/2014	25.00
Total for Check Number 36571:				25.00
36572	1296 1315565-01 1315565-01 1315739-01 1315740-01 1315740-01	Dunlap Industrial Hardware Amerizors Throw and Go Trimmers Amerizors Throw and Go Trimmers Amerizors Throw and Go Trimmer Amerizors Throw and Go Trimmers Amerizors Throw and Go Trimmers	03/24/2014	37.46 37.47 18.73 46.84 46.83
Total for Check Number 36572:				187.33
36573	2118 45-106538	Washington Dept of Corrections Property Log Forms	03/24/2014	208.06
Total for Check Number 36573:				208.06
36574	1313 097187 097187 097187 097359 097669	Electronic Business Machines Copier Maintenance Copier Maintenance Copier Maintenance Copier Maintenance Copier Maintenance	03/24/2014	26.88 13.43 13.44 66.14 123.00
Total for Check Number 36574:				242.89
36575	1343 45489	Evergreen Security Systems Evidence room alarm	03/24/2014	348.00
Total for Check Number 36575:				348.00
36576	1344 24415 24454 24454 24454	Evergreen State Heat HVAC repair at Senior Center HVAC repair at City Shop HVAC repair at City Shop HVAC repair at City Shop	03/24/2014	211.78 253.40 253.40 253.40
Total for Check Number 36576:				971.98
36577	1352 Feb 2014	Feldman and Lee Publid Defender services	03/24/2014	6,982.50
Total for Check Number 36577:				6,982.50
36578	1370 02/14 425397967	Frontier Traffice Control Modem	03/24/2014	53.17
Total for Check Number 36578:				53.17
36579	1389 S5181 S5181	Glens Rental Sales and Service Water tank Water tank	03/24/2014	84.43 81.42
Total for Check Number 36579:				165.85
36580	1395 9374401884 9374401884	Grainger Phillips Power Bits Phillips Power Bits	03/24/2014	28.21 28.21

Check	Vendor Invoice	Vendor Descrip	Check Date Reference	Check Amount
	9374401884	Phillips Power Bits		28.22
Total for Check Number 36580:				84.64
36581	1396 52124	Granite Construction Co Signs	03/24/2014	706.77
Total for Check Number 36581:				706.77
36582	1420 146003/1 146003/1	HB Jaeger Co LLC Jet Set bag-Catch basins Jet Set bag-Catch basins	03/24/2014	244.58 244.58
Total for Check Number 36582:				489.16
36583	2119 Refund	Karen Huff Refund for rejected photo	03/24/2014	16.00
Total for Check Number 36583:				16.00
36584	1466 1185	J and J Polygraph Service LLC Polygraph Examination PE14-0322	03/24/2014	175.00
Total for Check Number 36584:				175.00
36585	1541 03/01/2014 03/01/2014 03/01/2014 03/01/2014	Lake Stevens Sewer District Utilities - Sewer Utilities - Sewer Utilities - Sewer Utilities - Sewer	03/24/2014	77.00 154.00 308.00 154.00
Total for Check Number 36585:				693.00
36586	1553 123	Law Offices of Weed Graafstra Legal services	03/24/2014	9,555.75
Total for Check Number 36586:				9,555.75
36587	1562 1420700-2014022	Lexis Nexis Data searches	03/24/2014	59.97
Total for Check Number 36587:				59.97
36588	1577 911403 911587 911587 961232 961904 961904	Lowes Companies Lights Materials for City shop staircase Materials for City shop staircase Material for new shop staircase Material for new shop staircase Material for new shop staircase	03/24/2014	433.14 13.04 13.04 34.30 189.37 441.85
Total for Check Number 36588:				1,124.74
36589	1220 CDC14591 CDC14591	Monroe Correctional Complex Work Crew Work Crew	03/24/2014	66.55 66.54
Total for Check Number 36589:				133.09
36590	1668 2903	Northup Group Dr Bill Ekemo Pre-employment Psych Evaluation	03/24/2014	680.00
Total for Check Number 36590:				680.00
36591	1670	Northwest Cascade Inc	03/24/2014	

Check	Vendor Invoice	Vendor Descrip	Check Date Reference	Check Amount
	1-870048	Honey Bucket rental		138.00
Total for Check Number 36591:				138.00
36592	1678 2333	NPR Fence repair 2700 Block of 103rd Ave SE	03/24/2014	700.48
Total for Check Number 36592:				700.48
36593	2107 2014-02-LS	Outcomes by Levy, LLC Lobbying services Feb 2014	03/24/2014	5,069.36
Total for Check Number 36593:				5,069.36
36594	2120 1978	PACLAB Drug screen	03/24/2014	31.20
Total for Check Number 36594:				31.20
36595	2121 2/24/14 mtg 3/10 mtg	Peace of Mind Office Support 2/24 City Council meeting minutes 3/1/14 City Council meeting minutes	03/24/2014	100.00 124.00
Total for Check Number 36595:				224.00
36596	1764 03/14 24316495 03/14 24316495 03/14 24316495 03/14 372810	Puget Sound Energy Utilities - City Shop Utilities - City Shop Utilities - City Shop Utilities - Gas Lake shore drive	03/24/2014	49.92 49.92 49.93 204.37
Total for Check Number 36596:				354.14
36597	1791 0197-001683296 0197-001683296 0197-001683484 0197-001683484 0197-001683484 0197-001683484 0197-001683484 0197-001684029 0197-001684029	Republic Services 197 Dumpster services Dumpster services Dumpster services Dumpster services Dumpster services Dumpster services Dumpster services Dumpster services Dumpster services	03/24/2014	243.97 13.20 170.87 170.87 7.65 7.65 106.58 14.15
Total for Check Number 36597:				734.94
36598	1819 3/27/14 mtg	SCCFOA 3/27/14 meeting	03/24/2014	18.00
Total for Check Number 36598:				18.00
36599	1820 12612	SCCIT SCCIT Membership dues	03/24/2014	400.00
Total for Check Number 36599:				400.00
36600	2122 0649-9	Sherwin-Williams Co Paint for volunteer projects in Parks	03/24/2014	393.81
Total for Check Number 36600:				393.81
36601	1846 0186882-IN	Sirchie Finger Print Fingerprinting supplies	03/24/2014	485.44
Total for Check Number 36601:				485.44

Check	Vendor Invoice	Vendor Descrip	Check Date Reference	Check Amount
36602	1876	Snohomish County PUD	03/24/2014	
	104142110	201595113		329.09
	114086695	202988481		524.99
	114087774	201973682		43.12
	130661146	201860178		370.31
	133955783	203531959		71.71
	143802937	204719074		15.25
	143806035	205338056		141.81
	153673709	202624367		9,195.88
	153673710	202648101		854.13
	153673711	202670725	1,128.33	
Total for Check Number 36602:				12,674.62
36603	1879	Snohomish County PW S	03/24/2014	
	I000354728	Signal repairs		3,245.03
	I000354728	Overlays		58.74
Total for Check Number 36603:				3,303.77
36604	1892	Snopac	03/24/2014	
	6549	Snopac Dispatch		26,039.54
Total for Check Number 36604:				26,039.54
36605	2112	Speedway Towing	03/24/2014	
	13908	Towing Case #14-0565		310.08
Total for Check Number 36605:				310.08
36606	1909	Springbrook Software Inc	03/24/2014	
	INV27582	Software maintenance		1,181.52
Total for Check Number 36606:				1,181.52
36607	1925	Robert Summers	03/24/2014	
	3/7/14			31.51
Total for Check Number 36607:				31.51
36608	1930	Tacoma Screw Products Inc	03/24/2014	
	30489706	Earplugs/screw bits & shelves		32.63
	30489706	Earplugs/screw bits & shelves		32.63
	30489706	Earplugs/screw bits & shelves		32.64
	30491399	Heat shrink tubes		25.75
	30491399	Heat shrink tubes		25.75
	30493303	Square bits		28.42
	30493303	Square bits		28.42
	30493303	Square bits		28.42
	30495650	40 piece drill bit set		27.06
	30495650	40 piece drill bit set		27.06
	30495650	40 piece drill bit set		27.06
	30496719	Razor back shovels		28.89
	30496719	Razor back shovels		28.89
	30496719	Razor back shovels		28.88
Total for Check Number 36608:				402.50
36609	1994	UPS	03/24/2014	
	74Y42094	Evidence shipping		14.12
Total for Check Number 36609:				14.12
36610	1995	Urban Forestry Services Inc	03/24/2014	

Check	Vendor Invoice	Vendor Descrip	Check Date Reference	Check Amount
	268-13	Lake Pointe tree assessment		495.45
Total for Check Number 36610:				495.45
36611	2008	Verizon Northwest	03/24/2014	
	9720634174	Wireless Phone services		69.65
	9720634174	Wireless Phone services		82.24
	9720634174	Wireless Phone services		29.61
	9720634174	Wireless Phone services		52.22
	9720634174	Wireless Phone services		104.44
	9720634174	Wireless Phone services		141.87
	9720634174	Wireless Phone services		1,493.54
	9720634174	Wireless Phone services		168.46
	9720634174	Wireless Phone services		168.46
	9720634174	Wireless Phone services		168.47
Total for Check Number 36611:				2,478.96
36612	2017	Jerad Wachtveitl	03/24/2014	
	03/07/14	PSR Training		21.77
Total for Check Number 36612:				21.77
36613	2027	Washington Audiology Services	03/24/2014	
	43178	Hearing exams		686.09
	43178	Hearing exams		171.53
	43178	Hearing exams		171.52
	43178	Hearing exams		68.61
	43188	Hearing exams		733.83
	43188	Hearing exams		183.46
	43188	Hearing exams		183.46
	43305	Data entry fee		12.00
Total for Check Number 36613:				2,210.50
36614	2036	Washington State Dept of Enterprise Svcs	03/24/2014	
	73117392	Business Cards - Thor		41.26
Total for Check Number 36614:				41.26
36615	2042	Washington State Parks and Recreation	03/24/2014	
	Boater Ed card	Boater Ed Card		10.00
Total for Check Number 36615:				10.00
36616	2043	Washington State Patrol	03/24/2014	
	114006485	Background checks for weapons permits		280.50
Total for Check Number 36616:				280.50
36617	2066	Westside Fire and Safety Supply	03/24/2014	
	908788	First aid supplies		21.72
	908788	First aid supplies		43.44
	908788	First aid supplies		43.44
Total for Check Number 36617:				108.60
36618	2096	Zachor and Thomas Inc PS	03/24/2014	
	627	Prosecutor services		8,910.00
Total for Check Number 36618:				8,910.00

Report

200,811.09

**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 the lots in the East Everett Development. 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

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

Monday, March 10, 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 Quigley, Kathy Holder, Kim Daughtry, Marcus Tageant, and Sam Low

COUNCILMEMBERS ABSENT: Mayor Vern Little, John Spencer

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, IT Manager Troy Stevens, City Attorney Cheryl Beyer, Senior Planner Russ Wright

PARK BOARD: Chris Jones (Chair), Leland Adams (Co-Chair), Carl Johnson, Marlene Sweet, Terry Van Wyck

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

Guest Business.

Janice Carpenter, 11710 – 22nd Street NE, Lake Stevens, WA, expressed concerns about increased crime and drug use in Lake Stevens, and urged continuation of the PSO position. She said she also intends to follow up with police regarding the removal of the full-size mattress that got dumped on her property and debris resulting from neighbors who do not have garbage pickup.

Joint City Council and Park Board Meeting. Park Board Chair Chris Jones and the Park Board introduced themselves. Senior Planner Russ Wright reviewed the PowerPoint presentation of the Recommended 2014 Park Board Work Program highlighting achievements and accomplishments of the Park Board; and Parks Board Chair Jones explained the proposed Work Plan for 2014. Planning Director Becky Ableman commented that staff was soliciting feedback from the Council in order to bring the Work Plan back for possible approval by the Council at an April meeting.

Pete Ibarra, 12615 20th Street NE, requested consideration of upgrading the library.

Consent Agenda.

Council Vice President Quigley referred to page 3 of the minutes under Staff Reports and requested clarification of which lots were being referred to by Director Ableman.

Director Ableman explained that she had referred to the lots in the East Everett hill. The minutes were removed from the Consent Agenda in order to be amended.

MOTION: Councilmember Welch moved, Councilmember Holder seconded, to approve the Consent Agenda (A. Approve 2014 Vouchers [Payroll Direct Deposits 2/28/2014 for \$113,239.30; Payroll Checks 36490 for \$2,534.62; Electronic Funds Transfers ACH for \$140,461.14; Claims 36491-36549 for \$135,033.08; Void Checks 36406-36445, 36475, 36478, 36295 for deduct of (\$17,178.89); Tax Deposit(s) 2/28/2014 for \$43,883.37]) Motion passed unanimously (6-0-0-1).

Public Hearing.

First Reading of Ord. 910 – Astound Broadband Franchise Agreement. The Public Hearing was opened at 7:36 p.m. Finance Director Stevens reviewed the procedures for the hearing. IT Manager Troy Stevens presented the Staff Report as contained in Council's packet on page 21. Council asked questions regarding the meaning of the phrase "subject to the power of eminent domain" and City Attorney Cheryl Beyer explained that the franchise would be subject to the City's requirements without being entitled to any extra money. IT Manager Stevens expanded on the services Astound would be supplying. Public Comments were solicited. There were none.

MOTION: Councilmember Welch moved, Councilmember Tageant seconded, to close the Public Comment portion of the Public Hearing on Ordinance 910. Motion passed unanimously (6-0-0-1).

MOTION: Councilmember Welch moved, Councilmember Tageant seconded, to close the Public Hearing on Ordinance 910. Motion passed unanimously (6-0-0-1).

MOTION: Councilmember Low moved, Councilmember Welch seconded, to approve the First Reading of Ordinance 910 – Astound Broadband Franchise Agreement. Motion passed unanimously (6-0-0-1).

It was noted that the Ordinance would come back on March 24.

Action Items.

Design Review Board Reappointments.

MOTION: Councilmember Tageant moved, Councilmember Holder seconded, to approve the reappointment of Kelly DuByne and Diana Hale to the Design Review Board. Motion passed unanimously (6-0-0-1).

2014 Budget Amendment Ord. 909. Director Stevens reviewed changes from the first reading as highlighted in the Staff Report in the Council packet. A discussion followed regarding changes in the Police Department's staffing and the result on the City's budget.

MOTION: Councilmember Welch moved, Councilmember Holder seconded, to approve Ordinance 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.” Motion passed unanimously (6-0-0-1)

Council Persons’ Business. Councilmembers reported on the following meetings:

Councilmember Welch reported the Fire District was discussing problems with the New World system. He and Councilmember Low attended the Homeless Veterans Breakfast for the County. He thanked Suzanne and the Park Board for the Eagle Scout approvals and reported on the Special Winter Olympics. – Council Vice President Quigley attended two Park Board meetings to review the Work Plan and the Eagle Scout project presentations. She suggested to the Eagle Scouts that they do a presentation on their project to Council when they are finished. – Councilmember Holder expressed appreciation for the parking lot at Eagle Ridge Park, noting it was very much needed. – Councilmember Tageant said he was talking with a couple Marysville people at the Association of Washington Cities about the networking opportunities available at the national convention in Washington DC. This might be something to look into for next year. – Councilmember Low attended the Centennial Trail: Past Forward Interpretive Project, the Centennial Trail extension dedication in Snohomish and the homeless veterans’ event. – Mayor Pro Tem Daughtry said he attended a few Community Transit board meetings and committee meetings, attended a Snohomish County Cities board meeting. This week he will be attending the Military Action Committee for EASC, another SCC board meeting, and the C-Trail Run on Saturday.

Mayor’s Business. Mayor Little was absent.

Staff Reports. City Administrator Jan Berg reported there will be a Chamber meeting this Wednesday. The City is signed up for the Chamber Expo on April 12 at the high school at 10 a.m. – Planning Director Becky Ableman reported that staff hopes to share the Economic Development and Market Study Report with the Council relatively soon. She also looks forward to sharing what she learned from another economist about why things are or aren’t happening in Lake Stevens. In lieu of a joint meeting with the Council, the Planning Commission is requesting a more formal workshop at 6:00 before the first meeting in April. Director Ableman said she also attended the PSRC Economic Development Board. - Finance Director Barb Stevens had no comments. – Public Works Director Mick Monken reported that 20th Street SW seems to be functioning fine. They started to cut the road for the sewer this morning and it is anticipated that they will be done by June 10. Diana Hale has volunteered to work on two roundabouts and islands in the City. - Interim Police Chief Lorentzen stated they would follow up with the code enforcement issues raised by Ms. Carpenter during Guest Business. He gave an update on the Office of Professional Standards Lieutenant position.

Adjourn.

MOTION: Councilmember Tageant moved, Councilmember Welch seconded, to adjourn the meeting at 8:20 p.m. Motion passed unanimously (6-0-0-1)

Vern Little, Mayor

Interim City Clerk, Barb Stevens



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STAFF REPORT



Council Agenda Date: 24 March 2014

**Subject: Authorize Supplement No. 6 to the Eurasian Watermilfoil Control Program
(2011) – Year-4 Implementation of Application Strategy Plan and Post Services**

Contact Person:	Mick Monken	Budget Impact:	\$27,250
Department:	Public Works		Not to exceed

RECOMMENDATION(S)/ACTION REQUESTED OF COUNCIL: Authorize Supplement No. 6 to the current contract with AquaTechnex, LLC to perform the year 4 pre and post survey and recommend control measures as part of the 2011 implementation of Application Strategy Plan for an amount of \$27,250.

SUMMARY/BACKGROUND: In 2010, the City, in partnership with the County, performed a study of the lake's Eurasian Milfoil problem and had prepared an Integrated Aquatic Plant Control Plan (Plan) to provide a long term solution to dealing with this weed problem. The Plan was adopted in early 2011 and implementation of the Plan start that year. The Plan recommended the treatment method, implementation schedule, and an estimated budget. In brief, the Plan recommended an initial full lake treatment (Year-1), a follow up spot treatment (Year-2 and Year-3), and monitoring thereafter with spot treatments as needed. The action proposed in this report is the pre and post survey and spot treatment part of the Year-4 follow up treatment.

In April 2011 the City awarded the Eurasian Watermilfoil Control Program contract to AquaTechnex and authorized the development of the Application Strategy Plan (ASP). The ASP was completed in May 2011 and the initial treatment application occurred in July 2011. A post survey was performed in late summer (2011) and in October the yearend report was released. The report stated "Overall, this treatment was highly successful, delivering well over 95 percent control of Eurasian Milfoil present in the lake on an acre basis." In Year 2, there were some new growth areas but the increase growth was very low. The Year 2 post survey showed that a near total eradication was completed. This contract is expected to achieve an approximate 99% eradication level.

The Year-4 treatment is expected to be the same chemical treatment method (Triclopyr) used in Year-1, 2, and 2 applied in spots rather than area broadcasting. The Plan estimated budget for Year-4 is \$27,250 which was approved in the 2014 budget. The proposed scope of service for the two surveys and treatment is \$24,334.00 plus sales tax. The additional budget allocated in the contract is to cover any additional treatment determined to be necessary. For 2013-2014 period, the City was successful in receiving a 75% match grant up to a total grant amount \$42,000 over the two years.

APPLICABLE CITY POLICIES: None

BUDGET IMPACT: \$27,250 for Supplement No. 6. 2014 budget is \$27,250 which includes the DOE grant funds.

ATTACHMENTS:

- ▶ Attachment A: Professional Service Agreement Supplemental No. 6
- ▶ Attachment B: Plan Estimated Budget from Aquatic Plant Control Plan (2011)

ATTACHMENT A

**SUPPLEMENTAL AGREEMENT NO. 6
TO
PROFESSIONAL SERVICES AGREEMENT
FOR
CITY OF LAKE STEVENS
LAKE STEVENS EURASIAN MILFOIL CONTROL PROJECT**

This Supplemental Agreement No. 6 is made and entered into on the ____ day of _____, 2014, between the City of Lake Stevens, hereinafter called the "City" and AquaTechnex, LLC, hereinafter called the "Consultant."

WITNESSETH THAT:

WHEREAS, the parties hereto have previously entered into an Agreement for preparation of an application strategy plan for the initial and post treatment follow up of the control of Eurasian Milfoil in Lake Stevens, hereinafter called the "Project," said Agreement being dated 29th April 2011; and

WHEREAS, both parties desire to supplement said Agreement, by expanding the Scope of Services to provide for Phase II, implementation of the application strategy plan and to amend the total amount payable for this Agreement,

NOW THEREFORE, in consideration of the terms, conditions, covenants and performance contained herein or attached and incorporated, and made a part hereof, the parties hereto agree as follows:

Each and every provision of the Original Agreement for Professional Services dated 29th April 2011 shall remain in full force and effect, except as modified in the following sections:

1. Article II of the Original Agreement, "SCOPE OF SERVICES", shall be supplemented to include the Scope of Services as described in Exhibit A1, attached hereto and by this reference made part of this Supplemental Agreement No. 6.

2. Article IV of the Original Agreement, "OBLIGATIONS OF THE CITY", Paragraph 4.1 Payments, the third sentence is amended to include the additional Consultant fee of \$27,250.00 and shall read as follows: "...shall total payment under this agreement exceed \$282,405.87."

The Total Amount payable to the Consultant is summarized as follows:

Original Agreement	\$11,500.00
Supplemental Agreement No.1	\$167,824.83
Supplemental Agreement No.2	\$19,750.00
Supplemental Agreement No.3	\$8,000.00
Supplemental Agreement No. 4	\$688.00
Supplemental Agreement No. 5	\$47,393.04
Supplemental Agreement No. 6	\$27,250.00
Grand Total	\$282,405.87

3. Article III, Section 3.3 of the Original Agreement, "TIME OF PERFORMANCE", is amended to provide that all work shall be completed by 15 December 2014.

IN WITNESS WHEREOF, the parties hereto have executed this SUPPLEMENTAL AGREEMENT NO. 6 as of the day and year first above written.

CITY OF LAKE STEVENS

AquaTechnex, LLS

By: _____
Mayor

By: _____
Its _____

ATTEST/AUTHENTICATED:

APPROVED AS TO FORM:

City Clerk

Lake Stevens City Attorney

Scope of Work for Summer 2014

The summer of 2014 will be the fourth year of implementation of the Integrated Aquatic Vegetation Management Plan to target noxious aquatic weed growth in Lake Stevens. This plan was developed by the City and focused on large scale herbicide treatments followed up by survey and diver removal/treatment as necessary.

During the summer of 2013, the survey team discovered scattered Eurasian Milfoil plants at densities that would benefit from treatment and these were targeted during mid summer. Those treatments appeared to be very successful. This coming summer, based on the budget available, we would propose the following tasks.

Task One, Early Survey. In mid to late May, our mapping crew will visit the lake, confirm the size and location of potential treatment polygons and develop a treatment map for implementation. It is expected that from 15 to 20 acres may be targeted by this application based on the budget available. The cost for this will be \$3,000.00.

Task Two, Public Notification. Prior to treatment, Ecology permits required a 10 day notification be delivered to the residents along treatment shorelines and for some distance in each direction from the treatment plots. These notices will be hand delivered and documented. The cost for printing, travel and deliver will be \$500.00

Task Three, Treatment of known sites. Aquatechnex will mobilize treatment equipment and crews to target Eurasian Milfoil infestation at known locations. The high priority treatment zones are estimated to be from 15 to 20 acres in size and will be determined through the mapping effort. There are two potential selective herbicides that could be utilized for this mission. Renovate OTF was used during the 2011 treatment with great success. The cost per acre for treatment based on water depths would be \$1,088.00. Renovate MAX G is an alternative that combines two selective systemic herbicides into one granular material. It also has excellent activity on Eurasian Milfoil and can be used at a reduced cost per acre of \$750.00 because the cost of herbicide is lower.

Task Four, Post Treatment Survey. At mid to late summer a second one day survey will be performed to document additional E. Milfoil sites if present and evaluate control achieved. The cost of this survey would be \$1,250.00

Task Five, Recommend additional scope of work as necessary. Based on results and survey work, our team will suggest additional tasks if warranted for the summer of 2014 with associated costs. No charge for this task.

Task	With Renovate OTF	With Renovate MAX G
Task One	\$3,000.00	\$3,000.00
Task Two	\$500.00	\$500.00
Task Three (assumes 20 acres)	\$19,584.00	\$13,500.00
Task Four	\$1,250.00	\$1,250.00
Task Five	\$0.00	\$0.00
Totals	\$24,334.00	\$18,251.00
Does not include sales tax		

Total with sales tax and any additional work shall not exceed \$27,250.

ATTACHMENT B

Excerpt from the 2011 IAVMP – Selected treatment scenario - Estimated budget projections

Treatment Scenario 3 (Triclopyr and Manual Methods)								
	2011	2012	2013	2014	2015	2016	2017-2020	10 Year Total
Initial Treatment (200 acres)	\$140,000							\$140,000
Diver Survey (\$4,000/day)	\$20,000	\$32,000	\$16,000	\$16,000	\$16,000	\$16,000	\$64,000	\$180,000
Notifications and Signage	\$2,000	\$2,000	\$2,000					\$6,000
Triclopyr Spot Treatments ¹	\$24,000							\$24,000
Contingency Budget ²		\$35,000	\$35,000	\$25,000	\$25,000	\$25,000	\$25,000	\$170,000
Estimated Annual Cost	\$186,000	\$69,000	\$53,000	\$41,000	\$41,000	\$41,000	\$89,000	\$520,000

1. Follow up treatment with triclopyr will be needed in fall of the first season. The cost estimate proposed here assumes a “very bad case scenario” where remaining patches would be scattered throughout the lake and almost 20% of the original treatment area would be treated again
2. The main purpose of the contingency budget is to allow for adaptability of the treatment plan. The specific treatment needs will be dictated by the results of each year’s diver survey(s). In years 2 and 3, at least some the contingency budget is likely to be needed for herbicide spot treatments. In later years it may be used for hand pulling, bottom barrier installation, or addressing other invasive plant concerns.

Note: Scenario 3 is the selected scenario. Some of the cost estimates have been adjusted since this cost table was created. Please see Table 2 in the main text for the current cost estimate of the preferred scenario.



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LAKE STEVENS CITY COUNCIL
STAFF REPORT

Council Agenda Date: March 24, 2014

Subject: Ordinance 910 - Astound Communication Franchise Agreement

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

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

RECOMMENDATION(S)/ACTION REQUESTED OF COUNCIL: Approve Ordinance 910 authorizing Astound Broadband, LLC franchise agreement.

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 24th day of March, 2014.

CITY OF LAKE STEVENS

Vern Little, Mayor

ATTEST:

Barb Stevens, Interim City Clerk

APPROVED AS TO FORM:

Grant K. Weed, City Attorney

First Reading: March 10, 2014

Final Reading: March 24, 2014

Published: April 2, 2014

Effective Date: April 7, 2014



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LAKE STEVENS CITY COUNCIL
STAFF REPORT

Council Agenda Date: 24 March 2014

Subject: New Small Development Frontage Improvement Requirement – Discussion on Practice

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

RECOMMENDATION(S)/ACTION REQUESTED OF COUNCIL: **Discussion Item – Staff is seeking direction on current practice on new small development frontage improvement requirements**

SUMMARY/BACKGROUND: With development picking up, the City is seeing a steady increase in small development. It is becoming increasing common that the developers of these sites are requesting and/or protesting the City requirement to perform frontage improvement. The reasoning is typically that there are not sidewalks to connect with on either side of the site.

Under the City’s Municipal Code Title 14.56.170, no land use or building permit shall be issued by the City unless or until the frontage improvements have met City Standards. An exception to this requirement may be granted if the frontage improvements are deemed infeasible by the Public Works Director (subsection (d) (5)). In this code subsection, a developer can pay the City a fee in lieu of improvements where these fees can be used for transportation improvements. Code does not designate any criteria for where the fee dollars can be spent. Only in the case if payment is not feasible, the Public Works Director may consider a LID covenant.

The City’s current policy is to require frontage improvement on all development. This policy has been in place for several years and is the method by which the City will eventually get sidewalks from development otherwise, the City will ultimately incur the cost and responsibility for the improvements. The staff only explores feasibility when a developer requests a waiver from the Code requirement. While the Code does not specifically define what is deemed feasible except to state that the Public Works Director’s discretion must be based on knowledge of upcoming projects in the vicinity, safety issues, or sound engineering judgment, as to which method shall be allowed or not allowed. In practice, the staff’s has consistently used the determination that a site is not feasible when the improvements will adversely impact sensitive land or some other site constraint that cannot be overcome. What is not being considered “infeasible” is when the frontage improvements are not contiguous or within close proximity of any existing frontage improvements on either side of a development.

Staff is proposing a change in policy associated with the Code requirements to consider frontage improvements not feasible for a single lot or possibly a short plat when there are no frontage improvements on either side of the development, within a short distance of the site, or future improvements are programmed by the City within the foreseeable future. This would be reviewed on a case by case basis. When allowed to be waived from this requirement, payment in lieu of construction would be permitted. If a payment were made, the City would receive the funds that could be used for transportation improvement including sidewalk elsewhere in the City where a contiguous sidewalk could be provided (this is currently allowed in the City’s Code). In all cases, right of way dedication would be required.

APPLICABLE CITY POLICIES: LS 14.56.170

BUDGET IMPACT: NA

ATTACHMENTS:

- ▶ Exhibit A: Lake Stevens Municipal Code Section 14.56.170

EXHIBIT A

14.56.170 Right-of-Way Improvements and Dedication to Precede Development or Building.

(a) No land use or building permit shall be issued by the City unless or until the right-of-way improvements upon which the same abuts are deemed fully improved to the standards of the right-of-way classification as specified in Section [14.56.010](#) and the City's Transportation Plan and offered for dedication to the public.

(b) Resurfacing of an existing public street to its centerline shall not be required for a single-family or a single duplex development.

(c) Right-of-way improvements shall be completed as follows, except as provided in subsection (d) of this section:

(1) Major subdivisions and short subdivisions: prior to recording the final plat.

(2) Construction of a dwelling unit, business, commercial or industrial building within any 12-month period, which exceeds 50 percent of the assessed value of the existing building on the property: prior to occupancy.

(3) Development of a mobile home park or sites with multiple buildings under common ownership: prior to occupancy.

(4) Any change in the use classification of an existing building or structure on the property: prior to occupancy.

(d) The Public Works Director may deem subsection (a) of this section fulfilled under the below-listed circumstances. It shall be at the Public Works Director's discretion, based on knowledge of upcoming projects in the vicinity, safety issues, or sound engineering judgment, as to which method shall be allowed or not allowed. Improvements may be deemed fully installed:

(1) Where the rights-of-way are already improved to their classification standards and dedicated to the City.

(2) Where the City chooses to purchase rights-of-way and install the improvements. However, under no circumstances is the City obligated to do this.

(3) Where the applicant, understanding that the land use or building permit sought cannot be issued until the improvements are deemed installed by the Public Works Director, installs the improvements himself at his own cost and offers the rights-of-way to the public.

(4) Where the applicant has dedicated the rights-of-way to the public and provided a surety bond ensuring that the improvements shall be installed within one year. Said warranty bond shall meet the requirements of Chapter 14.16A.180 (Security Mechanisms).

(5) If subsections (d)(1) through (4) of this section are deemed infeasible by the Public Works Director: Where the applicant has dedicated the rights-of-way to the public and elected to pay to the City a fee in lieu of improvements. In such circumstances said monies would be maintained in an account to be used specifically for transportation improvements. The properties contributing to these improvements cannot be subject to any future local improvement district for those improvements being paid for.

(6) If subsections (d)(1) through (5) of this section are deemed infeasible by the Public Works Director: Where the applicant has dedicated the rights-of-way to the public, and provided a recorded covenant power of attorney to the City in support of a petition local improvement district (hereinafter referred to as "LID covenant") for construction of right-of-way improvements, together with all necessary appurtenances. Forms for the LID covenant shall be provided by the City and approved by the City Attorney. (Ord. 811, Sec. 57, 2010; Ord. 796, Sec. 19, 2009; Ord. 501, Sec. 12, 1995)