



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 REMOTE ACCESS ONLY – VIA ZOOM

Tuesday, September 22, 2020 – 7:00 p.m.

Join Zoom Meeting:
<https://us02web.zoom.us/j/84096996070>

Or call in at:
1 (253) 215-8782 US (Tacoma)
Meeting ID: 840 9699 6070

CALL TO ORDER		Mayor
PLEDGE OF ALLEGIANCE		Mayor
ROLL CALL		City Clerk
APPROVAL OF AGENDA		Council President
GUEST BUSINESS		
CITIZEN COMMENTS		Mayor
COUNCIL BUSINESS		Council President
MAYOR'S BUSINESS		Mayor
CITY DEPARTMENT REPORT	Update	
CONSENT AGENDA	A Vouchers	Barb
	B City Council Workshop Meeting Minutes of September 1, 2020	Kelly
	C City Council Regular Meeting Minutes of September 8, 2020	Kelly
	D Professional Services Agreement with Outcomes by Levy	Gene

Lake Stevens City Council Regular Meeting Agenda

September 22, 2020

PUBLIC HEARING:	E	Machias Annexation Continued	Russ
	F	Food Truck Ordinance	Jill N.

ACTION ITEMS:	G	Resolution 2020-22 Fee Update	Jill N.
	H	Waterfront Task Force	David L.
	I	Bid Award and Contract for Chapel Hill	Russ
	J	Replacement of Police Fleet Vehicles	John

DISCUSSION ITEMS:	K	Adopt a Community Update	Jill M.
	L	Bridge Dedication	Jill M.
	M	Comcast Franchise	Troy

CITIZEN COMMENTS

**EXECUTIVE
SESSION:**

ADJOURN

THE PUBLIC IS INVITED TO ATTEND

Special Needs

The City of Lake Stevens strives to provide accessible opportunities for individuals with disabilities. Please contact Human Resources, City of Lake Stevens ADA Coordinator, (425) 622-9400, 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
2020**

Payroll Direct Deposits	9/10/2020	\$245,138.71
Payroll Checks	51237-51240	\$5,990.23
Electronic Funds Transfers	ACH	\$313,889.46
Claims	51241-51249, 51251-51342	\$326,187.93
Void Checks	50486 & 50688	(\$117.50)
Total Vouchers Approved:		\$891,088.83

This 22nd day of September 2020

I, the undersigned, do hereby certify under penalty of perjury that the materials have been furnished, the services rendered or the labor performed as described herein, that any advance payment is due and payable pursuant to a contract or is available as an option for full or partial fulfillment or a contractual obligation, and that the claim is a just, due and unpaid obligation against the City of Lake Stevens, and that I am authorized to authenticate and certify to said claim.

Finance Director/Auditing Officer

Mayor



This page left blank intentionally



Total for Period
\$640,077.39

Checks to be approved for period 09/03/2020 - 09/16/2020

Vendor: Ace Hardware
Check Number: 51251

Invoice No	Check Date	Account Number	Account Name	Description	Amount
67165	9/16/2020	410 016 531 10 31 02	SW-Operating Costs	Gearbox Grease/Utility Scraper	\$20.68
67173	9/16/2020	001 012 572 20 31 00	CS- Library-Office & Operating	Keys - Library	\$5.43
67181	9/16/2020	410 016 531 10 31 02	SW-Operating Costs	Clamp/Valves/Adapter	\$18.05
67182	9/16/2020	001 012 572 20 31 00	CS- Library-Office & Operating	Bracket/Blank Cover/Wallplate - Library	\$10.43
67201	9/16/2020	001 012 572 20 31 00	CS- Library-Office & Operating	Light Bulbs - Library	\$25.92
67252	9/16/2020	001 012 575 30 31 00	CS- Museum - Operating	Wall Plate/Brackets - Museum	\$18.25
67295	9/16/2020	001 012 572 20 31 00	CS- Library-Office & Operating	Couplers/Tube Cutter/Thread Seal Tape - Library	\$69.02
67301	9/16/2020	001 012 572 20 31 00	CS- Library-Office & Operating	Toilet Supply Line - Library	\$1.09
67338	9/16/2020	001 010 576 80 31 00	PK-Operating Costs	Couplers/Tees/Elbows	\$8.79
67348	9/16/2020	410 016 531 10 31 02	SW-Operating Costs	Angle Plug	\$21.79
67359	9/16/2020	001 013 518 20 31 00	GG-Operating Costs	Wall Plate Blank	\$3.24
67364	9/16/2020	001 010 576 80 31 00	PK-Operating Costs	Spraypaint	\$30.52
67396	9/16/2020	001 010 576 80 31 00	PK-Operating Costs	Wasp/Hornet Killer	\$4.35
67409	9/16/2020	410 016 531 10 31 02	SW-Operating Costs	Shovel/Posthole Digger	\$59.93
67412	9/16/2020	410 016 531 10 31 02	SW-Operating Costs	Cable Booster/Plier Sets/Adjustable Wrench/Tape Measure	\$203.78
67416	9/16/2020	001 010 576 80 31 00	PK-Operating Costs	Hose Clamps	\$26.07
67419	9/16/2020	001 010 576 80 31 00	PK-Operating Costs	Sockets/PVC Supplies/Conduit	\$68.67
67421	9/16/2020	001 010 576 80 31 00	PK-Operating Costs	Gopher/Mole Traps	\$58.84
67424	9/16/2020	001 010 576 80 31 00	PK-Operating Costs	Cleaner/Window	\$28.07
67432	9/16/2020	410 016 531 10 31 02	SW-Operating Costs	Scraper/Wood Filler	\$20.69
67435	9/16/2020	001 008 521 20 31 00	LE-Office Supplies	Home Pest Plus/Spray Bottle	\$34.28
67451	9/16/2020	410 016 531 10 31 02	SW-Operating Costs	Lacquer Thinner	\$21.79
					\$759.68

Vendor: Active Excavator Rentals Inc
Check Number: 51252

Invoice No	Check Date	Account Number	Account Name	Description	Amount
10588	9/16/2020	304 010 594 76 60 02	Frontier Heights Pk Redevelop	Hyundai Roller Rental - Frontier Heights	\$5,232.00
10589	9/16/2020	304 010 594 76 60 02	Frontier Heights Pk Redevelop	Roller Equip Pick Up - Frontier Heights	\$470.00
					\$5,702.00

Vendor: AFLAC
Check Number: 0

Invoice No	Check Date	Account Number	Account Name	Description	Amount
091020	9/10/2020	001 000 284 00 00 00	Payroll Liability Other	Employee paid Insurance Prem	\$1,248.72
					\$1,248.72

Vendor: Amazon Capital Services
Check Number: 51253

Invoice No	Check Date	Account Number	Account Name	Description	Amount
16V1-VPWJ-NJLP	9/16/2020	001 008 521 20 31 01	LE-Fixed Minor Equipment	Canon Office Document Scanner	\$935.75
1HQR-DKNR-43CL	9/16/2020	001 008 521 20 31 01	LE-Fixed Minor Equipment	Canon Office Document Scanners	\$3,743.00

1P6K-YL39-QKRD	9/16/2020	001 008 521 20 31 01	LE-Fixed Minor Equipment	Glove Liners	\$20.43
1TKR-9YY7-WLMG	9/16/2020	306 000 594 21 60 00	Police Dept Project Account	Panasonic Port Replicator/PC Peripherals Protection Plan	\$2,116.74
1Y9T-GCPG-6K71	9/16/2020	001 008 521 20 31 01	LE-Fixed Minor Equipment	M-LOK Rail Section/Detach Sling Swivel	\$162.96
					\$6,978.88

Vendor: Amazon Capital Services

Check Number: 51254

Invoice No	Check Date	Account Number	Account Name	Description	Amount
17T6-WPCM-LVGV	9/16/2020	001 010 576 80 31 00	PK-Operating Costs	CV - A-Frames Sign Boards for Community COVID Messages in Parks	\$670.80
1Q9P-DJ3Y-GDDK	9/16/2020	001 012 575 50 31 00	CS- Pavillion - Ops	Oil Wood Finish - The Mill	\$138.42
1QWC-G97F-6W1K	9/16/2020	001 012 575 50 31 00	CS- Pavillion - Ops	Credit - Oil Wood Finish - The Mill Inv 1Q9P-DJ3Y-GDDK	(\$138.42)
					\$670.80

Vendor: Assoc of Washington Cities EFT

Check Number: 0

Invoice No	Check Date	Account Number	Account Name	Description	Amount
091020	9/10/2020	001 000 283 00 00 00	Payroll Liability Medical	Medical Insurance Premium	\$145,410.76
091020	9/10/2020	001 006 518 80 20 00	IT-Benefits	Medical Insurance Premium Welaye	\$1,285.57
091020	9/10/2020	101 016 542 80 20 00	ST-Benefits	Medical Insurance Premium Welaye	\$200.35
091020	9/10/2020	410 016 531 10 20 00	SW-Benefits	Medical Insurance Premium Welaye	\$183.65
					\$147,080.33

Vendor: Bliven

Check Number: 51255

Invoice No	Check Date	Account Number	Account Name	Description	Amount
20297	9/16/2020	001 010 576 80 41 01	PK -Professional Tree Srv	Tree Removal Services - 12123 11th Pl SE	\$763.00
20298	9/16/2020	001 010 576 80 41 01	PK -Professional Tree Srv	Tree Removal Services - 3210 Catherine Dr	\$2,180.00
20299	9/16/2020	001 010 576 80 41 01	PK -Professional Tree Srv	Tree Removal Services - 9105 21st St SE	\$2,398.00
					\$5,341.00

Vendor: Builders Exchange of Washington Inc

Check Number: 51256

Invoice No	Check Date	Account Number	Account Name	Description	Amount
1066893	9/16/2020	301 016 595 30 60 03	17005- 24th St & 91st Ext	Publication - 91st Rd Extension Project 17005	\$1.75
1066893	9/16/2020	302 010 594 76 61 01	PM - North Cove Capital	Publication - North Cove Phase II Project 19012	\$7.25
1066893	9/16/2020	411 016 594 31 60 00	Decant Facility Project	Publication - Hartford Decant Facility Project 18037	\$4.00
					\$13.00

Vendor: Business Card

Check Number: 51257

Invoice No	Check Date	Account Number	Account Name	Description	Amount
BARNES 0920	9/16/2020	001 008 521 20 43 01	LE-Business Meetings	Water for Training	\$8.71
BARNES 0920	9/16/2020	001 008 521 50 30 02	LE-Fleet Minor Equipment	Ford Police Interceptor Seat Belt Extenders	\$90.90
BARNES 0920	9/16/2020	001 008 521 50 30 02	LE-Fleet Minor Equipment	Touch Up Gloss/Bottle	\$33.44
BARNES 0920	9/16/2020	520 008 594 21 63 00	Vehicles - Capital Equip	Floor Liners 2020 Ford Transit Connect	\$88.01
BEAZIZO 0920	9/16/2020	001 005 517 60 31 00	HR-Safety Program	HeartSmart Replace Battery/Pads/Keychains	\$257.23
BEAZIZO 0920	9/16/2020	001 008 521 20 31 01	LE-Fixed Minor Equipment	HeartSmart Replace Battery/Pads/Keychains	\$511.22
BRAZEL 0920	9/16/2020	001 013 518 20 41 00	GG-Professional Service	CV - Zoom Standard Pro Sept 2020	\$32.68
BRAZEL 0920	9/16/2020	304 010 594 76 60 02	Frontier Heights Pk Redevelop	Basketball Equipment Deposit - Frontier Heights Park	\$4,192.38
BROOKS 0920	9/16/2020	001 008 521 20 41 01	LE-Professional Serv-Fixed	Water	\$14.81
DREHER 0920	9/16/2020	001 008 521 20 31 01	LE-Fixed Minor Equipment	Eyesaline Eye Wash	\$296.51
DREHER 0920	9/16/2020	001 008 521 20 31 01	LE-Fixed Minor Equipment	Sight Set - Rifle Repairs	\$195.03
DREHER 0920	9/16/2020	001 008 521 20 42 00	LE-Communication	Certified Mail Case #2020-16152	\$13.90

DREHER 0920	9/16/2020	001 008 521 20 43 00	LE-Travel & Per Diem	Hotel - Adv Motorcycle Training - Aukerman	\$124.30
DREHER 0920	9/16/2020	001 008 521 20 43 00	LE-Travel & Per Diem	Refund - Hotel Adv Motorcycle Training - Aukerman	(\$387.20)
DREHER 0920	9/16/2020	001 008 521 20 48 00	LE-Repair & Maintenance Equip	CV - Gloves	\$142.55
DREHER 0920	9/16/2020	001 008 521 50 30 02	LE-Fleet Minor Equipment	Frame Molding	\$110.04
DREHER 0920	9/16/2020	306 000 594 21 60 00	Police Dept Project Account	Wall Gearbox/Panels/Caddy/Shelves - Armory	\$1,060.49
DURPOS 0920	9/16/2020	112 012 594 73 63 00	Art - Public Art Acquisition	Canvas Prints for The Mill	\$196.71
DYER 0920	9/16/2020	001 008 521 20 32 00	LE-Fuel	Fuel - Reimbursed by Dyer Receipt #35201	\$33.08
ESHLEMAN 0820-2	9/16/2020	001 007 594 59 63 00	PB-Capital Outlay	License/Registration PW71	\$64.00
ESHLEMAN 0920	9/16/2020	001 010 576 80 31 00	PK-Operating Costs	Plumbing Clogged Toilet Davies Beach	\$2,043.75
ESHLEMAN 0920	9/16/2020	101 016 542 30 41 02	ST-Professional Service	CDL Exam Eshleman	\$117.50
ESHLEMAN 0920	9/16/2020	101 016 542 30 49 00	ST-Miscellaneous	Finance Charges - Eshleman CC	\$39.74
ESHLEMAN 0920	9/16/2020	410 016 531 10 41 01	SW-Professional Services	CDL Exam Eshleman	\$117.50
STEVENS T 0920	9/16/2020	001 012 594 75 64 00	CS- Pavillion - Capital	Dual Audio Cable for Presentation System in The Mill	\$16.51
WRIGHT 0920	9/16/2020	001 007 558 50 31 02	PL-Permit Related Op. Costs	Building Code Manuals	\$98.92
WRIGHT 0920	9/16/2020	001 007 558 50 31 02	PL-Permit Related Op. Costs	Code Books for Permit Review	\$115.00
WRIGHT 0920	9/16/2020	001 007 558 50 31 02	PL-Permit Related Op. Costs	Code Books for Permit Review	\$118.45
WRIGHT 0920	9/16/2020	001 007 558 50 31 02	PL-Permit Related Op. Costs	Code Books for Permit Review	\$475.11
WRIGHT 0920	9/16/2020	001 007 558 50 31 02	PL-Permit Related Op. Costs	Postcard Mailers 113th Townhomes	\$22.76
WRIGHT 0920	9/16/2020	001 007 558 50 31 02	PL-Permit Related Op. Costs	Registration for Training to Launch Online Permitting	\$35.00
WRIGHT 0920	9/16/2020	001 007 558 50 41 03	PL-Advertising	Postcard Mailers PW Shop Reno	\$31.01
WRIGHT 0920	9/16/2020	001 007 559 30 49 01	PB-Staff Development	Register - Preparing Code Enforce Case for Hearing Exam - Ewijk	\$20.00
					\$10,330.04

Vendor: CDW Government Inc
Check Number: 51258

Invoice No	Check Date	Account Number	Account Name	Description	Amount
ZVG2340	9/16/2020	510 006 518 80 49 10	LR - Meraki Cloud Mgmt	Meraki Enterprise Cloud Controller Subscription	\$442.54
ZVH4983	9/16/2020	001 006 518 80 31 00	IT-Office Supplies	Tripp Fiber Patch Cable	\$79.46
ZXH2316	9/16/2020	510 006 518 80 49 15	LR - Quest Backup Solution	Quest Maintenance Tech Support Renewal	\$2,534.25
ZXV9328	9/16/2020	306 000 594 21 60 00	Police Dept Project Account	Monitors/Docking Stations/Mounts/Cables - New PD Building	\$6,594.81
ZXW4371	9/16/2020	306 000 594 21 60 00	Police Dept Project Account	Dual Monitor Arms - New PD Building	\$1,194.81
ZZB8972	9/16/2020	510 006 518 80 31 00	Purchase Computer Equipment	CV - USB Dock/Thinkpad/Sleeve/Monitor	\$2,682.46
					\$13,528.33

Vendor: Central Welding Supply Co Inc
Check Number: 51259

Invoice No	Check Date	Account Number	Account Name	Description	Amount
RN08200968	9/16/2020	410 016 531 10 31 02	SW-Operating Costs	Argon Gas	\$19.49
					\$19.49

Vendor: CI Technologies Inc
Check Number: 51260

Invoice No	Check Date	Account Number	Account Name	Description	Amount
2591	9/16/2020	001 008 521 20 41 01	LE-Professional Serv-Fixed	BlueTeam Annual Maintenance	\$900.00
					\$900.00

Vendor: City of Marysville
Check Number: 51261

Invoice No	Check Date	Account Number	Account Name	Description	Amount
POLIN 20-0057	9/16/2020	001 008 523 60 41 00	LE-Jail	Prisoner Housing SCORE July 2020	\$211.06
POLIN 20-0059	9/16/2020	001 008 523 60 41 00	LE-Jail	Prisoner Housing SCSO June 2020	\$829.82
POLIN 20-0061	9/16/2020	001 008 523 60 41 00	LE-Jail	Prisoner Housing SCSO July 2020	\$1,218.14

POLIN 20-0062	9/16/2020	001 008 523 60 41 00	LE-Jail	Prisoner Housing Marysville July 2020	\$807.08
					\$3,066.10

Vendor: Comcast
Check Number: 51262

Invoice No	Check Date	Account Number	Account Name	Description	Amount
0820 COMCAST	9/16/2020	001 008 521 20 42 00	LE-Communication	Internet Services - N Lakeshore Dr	\$146.19
0820 COMCAST	9/16/2020	001 010 576 80 42 00	PK-Communication	Internet Services - Parks/Rec Office	\$136.19
0820 COMCAST	9/16/2020	101 016 542 64 47 00	ST-Traffic Control -Utility	Traffic Signal Control	\$155.01
					\$437.39

Vendor: Comdata Inc
Check Number: 51263

Invoice No	Check Date	Account Number	Account Name	Description	Amount
20337315	9/16/2020	001 008 521 20 32 00	LE-Fuel	PD Fuel	\$662.97
					\$662.97

Vendor: Crystal Springs
Check Number: 51264

Invoice No	Check Date	Account Number	Account Name	Description	Amount
5249844 090120	9/16/2020	001 007 558 50 31 01	PL-Operating Costs	Bottled Water - City Hall/City Shop	\$10.64
5249844 090120	9/16/2020	001 007 559 30 31 01	PB-Operating Cost	Bottled Water - City Hall/City Shop	\$10.64
5249844 090120	9/16/2020	001 013 518 20 31 00	GG-Operating Costs	Bottled Water - City Hall/City Shop	\$63.86
5249844 090120	9/16/2020	101 016 544 90 31 02	ST-Operating Cost	Bottled Water - City Hall/City Shop	\$113.09
5249844 090120	9/16/2020	410 016 531 10 31 02	SW-Operating Costs	Bottled Water - City Hall/City Shop	\$113.09
					\$311.32

Vendor: Cuz Concrete Products Inc
Check Number: 51265

Invoice No	Check Date	Account Number	Account Name	Description	Amount
272648	9/16/2020	411 016 594 31 60 04	Callow Road Drainage	Concrete Base/Sections/Top Slab/Frame/Manhole Gasket	\$4,452.97
					\$4,452.97

Vendor: Databar Inc
Check Number: 51266

Invoice No	Check Date	Account Number	Account Name	Description	Amount
247386	9/16/2020	001 004 514 23 31 00	FI-Office Supplies	Multipurpose Checks	\$423.42
					\$423.42

Vendor: Day Wireless Systems
Check Number: 51267

Invoice No	Check Date	Account Number	Account Name	Description	Amount
INV643901	9/16/2020	306 000 594 21 60 00	Police Dept Project Account	First Responder Communications Grid Test	\$1,635.00
					\$1,635.00

Vendor: Dept of Licensing
Check Number: 51268

Invoice No	Check Date	Account Number	Account Name	Description	Amount
091620 DOL	9/16/2020	530 016 594 48 60 00	Purchase Of Capital Equipment	License/Registration Fee for 2007 Peterbilt Dump Truck PO #1791	\$11,918.75
					\$11,918.75

Vendor: Dept of Retirement (Deferred Comp)
Check Number: 0

Invoice No	Check Date	Account Number	Account Name	Description	Amount
091020	9/10/2020	001 000 282 00 00 00	Payroll Liability Retirement	Employee Portion-State Deferre	\$2,340.00
					\$2,340.00

Vendor: Dept of Retirement PERS LEOFF

Check Number: 0

Invoice No	Check Date	Account Number	Account Name	Description	Amount
091020	9/10/2020	001 000 282 00 00 00	Payroll Liability Retirement	PERS LEOFF Contributions	\$62,152.50
					\$62,152.50

Vendor: Dicks Towing Inc

Check Number: 51269

Invoice No	Check Date	Account Number	Account Name	Description	Amount
724775	9/16/2020	001 008 521 20 41 00	LE-Professional Services	Evidence Towing 2004 BMW 545I	\$201.11
SNO4127	9/16/2020	001 008 521 20 41 00	LE-Professional Services	Evidence Towing 2020-16726	\$126.27
					\$327.38

Vendor: Dunlap Industrial Hardware

Check Number: 51270

Invoice No	Check Date	Account Number	Account Name	Description	Amount
322990-1	9/16/2020	001 010 576 80 31 10	PK - Boat Launch Expenses	Dock Bumps - Davies Boat Launch	\$494.72
					\$494.72

Vendor: EFTPS

Check Number: 0

Invoice No	Check Date	Account Number	Account Name	Description	Amount
091020	9/10/2020	001 000 281 00 00 00	Payroll Liability Taxes	Federal Payroll Taxes	\$90,179.36
					\$90,179.36

Vendor: Electronic Business Machines

Check Number: 51271

Invoice No	Check Date	Account Number	Account Name	Description	Amount
AR173496	9/16/2020	101 016 542 30 48 00	ST-Repair & Maintenance	Copier Repair & Maintenance PW	\$16.42
AR173496	9/16/2020	410 016 531 10 48 00	SW-Repairs & Maintenance	Copier Repair & Maintenance PW	\$16.42
					\$32.84

Vendor: Employment Security Department

Check Number: 51272

Invoice No	Check Date	Account Number	Account Name	Description	Amount
20-032171-RDUC5	9/16/2020	001 008 521 20 41 01	LE-Professional Serv-Fixed	Work History Research Case 20-13072	\$11.50
					\$11.50

Vendor: Environmental Science Associates

Check Number: 51273

Invoice No	Check Date	Account Number	Account Name	Description	Amount
157466	9/16/2020	301 016 595 30 60 03	17005- 24th St & 91st Ext	SR9 & 24th St Roundabout Professional Services	\$1,315.00
					\$1,315.00

Vendor: Ewing Irrigation Products Inc

Check Number: 51274

Invoice No	Check Date	Account Number	Account Name	Description	Amount
12457030	9/16/2020	304 010 594 76 60 02	Frontier Heights Pk Redevelop	PVC Tee/Swing Riser	\$69.76
12457454	9/16/2020	304 010 594 76 60 02	Frontier Heights Pk Redevelop	Splice Kit	\$107.59
					\$177.35

Vendor: Farmer

Check Number: 51275

Invoice No	Check Date	Account Number	Account Name	Description	Amount
090420 FARMER	9/16/2020	001 007 558 50 31 02	PL-Permit Related Op. Costs	Reimbursement for Fuel PW78 Permit Vehicle	\$40.70
					\$40.70

Vendor: Feldman and Lee
Check Number: 51276

Invoice No	Check Date	Account Number	Account Name	Description	Amount
080120 FELDMAN	9/16/2020	001 011 515 91 41 00	LG-General Public Defender	Public Defender Services Aug 2020	\$10,000.00
					\$10,000.00

Vendor: FS COM INC
Check Number: 51277

Invoice No	Check Date	Account Number	Account Name	Description	Amount
IN102009040132	9/16/2020	510 006 594 18 64 00	Capital - Purch Computer Equip	Equipment for Network Upgrade	\$11,971.70
					\$11,971.70

Vendor: Grainger
Check Number: 51278

Invoice No	Check Date	Account Number	Account Name	Description	Amount
9634395405	9/16/2020	001 010 576 80 31 00	PK-Operating Costs	CV - All Purpose Cleaner	\$68.02
9634395413	9/16/2020	001 010 576 80 31 00	PK-Operating Costs	CV - Disinfectant Cleaner	\$232.65
9636316789	9/16/2020	001 010 576 80 31 00	PK-Operating Costs	CV - All Purpose Cleaner	\$68.02
9639609396	9/16/2020	410 016 531 10 31 02	SW-Operating Costs	Drum Dolly	\$183.81
9639895987	9/16/2020	001 010 576 80 31 00	PK-Operating Costs	Oil Hose Reel	\$437.84
9639895987	9/16/2020	101 016 544 90 31 02	ST-Operating Cost	Oil Hose Reel	\$437.83
9639895987	9/16/2020	410 016 531 10 31 02	SW-Operating Costs	Oil Hose Reel	\$437.83
9645225757	9/16/2020	001 010 576 80 31 00	PK-Operating Costs	Trash Bags/Sanitary Napkins Bags	\$912.82
					\$2,778.82

Vendor: Granite Construction Supply
Check Number: 51279

Invoice No	Check Date	Account Number	Account Name	Description	Amount
81874	9/16/2020	101 016 544 90 31 02	ST-Operating Cost	Post with Bands/Base/Pad/Hardware Kit	\$870.44
82074	9/16/2020	410 016 531 10 31 02	SW-Operating Costs	Decals - City of Lake Stevens/For Official Use Only/PW51	\$84.55
					\$954.99

Vendor: Green Dot Concrete LLC
Check Number: 51280

Invoice No	Check Date	Account Number	Account Name	Description	Amount
4442	9/16/2020	001 010 576 80 31 00	PK-Operating Costs	Concrete	\$163.00
					\$163.00

Vendor: Greenshields Industrial Supply Inc
Check Number: 51281

Invoice No	Check Date	Account Number	Account Name	Description	Amount
1-96489	9/16/2020	410 016 531 10 31 02	SW-Operating Costs	Post Hole Tamper Bar/Shovels/Broom Handles/Squeegee	\$707.04
					\$707.04

Vendor: HB Jaeger Co LLC
Check Number: 51282

Invoice No	Check Date	Account Number	Account Name	Description	Amount
U2016043144	9/16/2020	410 016 531 10 31 02	SW-Operating Costs	Drain Pipe/PVC Cement/Caulder Coupling	\$256.22
U2016043679	9/16/2020	410 016 531 10 31 02	SW-Operating Costs	Watertight Solid Pipe	\$8,601.91
U2016043680	9/16/2020	410 016 531 10 31 02	SW-Operating Costs	Hyd Adapter with Cap	\$338.93
					\$9,197.06

Vendor: HDR Engineering Inc
Check Number: 51283

Invoice No	Check Date	Account Number	Account Name	Description	Amount
1200291071	9/16/2020	101 016 542 30 41 02	ST-Professional Service	20th St NE & Main St Roundabout Project 20008	\$2,754.26
					\$2,754.26

Vendor: Highmark Capital LLC
Check Number: 51284

Invoice No	Check Date	Account Number	Account Name	Description	Amount
66849	9/16/2020	306 000 594 21 60 00	Police Dept Project Account	Eternal Twisted Round Pendant	\$1,587.50
					\$1,587.50

Vendor: Home Depot
Check Number: 51285

Invoice No	Check Date	Account Number	Account Name	Description	Amount
1012173	9/16/2020	001 010 576 80 31 00	PK-Operating Costs	Digital Timer/Metric Hex Set/Safety Staple/Utility Blades	\$98.20
					\$98.20

Vendor: Honey Bucket
Check Number: 51286

Invoice No	Check Date	Account Number	Account Name	Description	Amount
0551700982	9/16/2020	001 010 576 80 45 00	PK-Equipment Rental	Honey Bucket Rental - Catherine Creek Park	\$156.75
0551707276	9/16/2020	001 010 576 80 45 00	PK-Equipment Rental	Honey Bucket Rental - Community Garden	\$123.50
					\$280.25

Vendor: HRA VEBA Trust YA20192
Check Number: 51242

Invoice No	Check Date	Account Number	Account Name	Description	Amount
091020	9/10/2020	001 000 283 00 00 00	Payroll Liability Medical	Employee VEBA Contributions	\$3,441.12
					\$3,441.12

Vendor: HSA Bank
Check Number: 51243

Invoice No	Check Date	Account Number	Account Name	Description	Amount
091020	9/10/2020	001 000 284 00 00 00	Payroll Liability Other	Health Savings Account Employee Contriubutions	\$456.24
					\$456.24

Vendor: Hunter
Check Number: 51287

Invoice No	Check Date	Account Number	Account Name	Description	Amount
2465	9/16/2020	001 007 558 50 41 04	Permit Related Professional Sr	Hearing Examiner Services Costco Appeal	\$1,032.50
					\$1,032.50

Vendor: Iron Mountain Quarry LLC
Check Number: 51288

Invoice No	Check Date	Account Number	Account Name	Description	Amount
0306460	9/16/2020	411 016 594 31 60 04	Callow Road Drainage	Rock - Callow Road Drainage	\$131.05
0306514	9/16/2020	411 016 594 31 60 04	Callow Road Drainage	Rock - Callow Road Drainage	\$407.86
					\$538.91

Vendor: J Thayer Company Inc
Check Number: 51289

Invoice No	Check Date	Account Number	Account Name	Description	Amount
1473640-0	9/16/2020	001 007 558 50 31 00	PL-Office Supplies	Paper/Portfolio	\$67.92
1473640-0	9/16/2020	001 013 518 20 31 00	GG-Operating Costs	Paper/Clipboard/Batteries	\$47.48
1475009-0	9/16/2020	001 013 518 20 31 00	GG-Operating Costs	Toilet Paper	\$128.51
1476135-0	9/16/2020	001 013 518 20 31 00	GG-Operating Costs	Sharpies/Verticle Files/Batteries	\$61.51
					\$305.42

Vendor: Lake Industries LLC
Check Number: 51290

Invoice No	Check Date	Account Number	Account Name	Description	Amount
285250	9/16/2020	304 010 594 76 60 02	Frontier Heights Pk Redevelop	Screened Bank Sand - Frontier Heights	\$175.62
285331	9/16/2020	304 010 594 76 60 02	Frontier Heights Pk Redevelop	Screened Bank Sand - Frontier Heights	\$181.55
285353	9/16/2020	304 010 594 76 60 02	Frontier Heights Pk Redevelop	Screened Bank Sand - Frontier Heights	\$235.04
285381	9/16/2020	304 010 594 76 60 02	Frontier Heights Pk Redevelop	Screened Bank Sand - Frontier Heights	\$265.61
285475	9/16/2020	410 016 531 10 31 02	SW-Operating Costs	Screened Bank Sand	\$195.59
285493	9/16/2020	304 010 594 76 60 02	Frontier Heights Pk Redevelop	Screen Bank Sand - Frontier Heights	\$272.06
285540	9/16/2020	304 010 594 76 60 02	Frontier Heights Pk Redevelop	Screen Bank Sand - Frontier Heights	\$92.34
285561	9/16/2020	304 010 594 76 60 02	Frontier Heights Pk Redevelop	Screened Bank Sand - Frontier Heights	\$175.01
38812	9/16/2020	301 016 595 30 60 03	17005- 24th St & 91st Ext	Concrete Hauled In - Welton Demo	\$288.00
38813	9/16/2020	301 016 595 30 60 03	17005- 24th St & 91st Ext	Concrete Hauled In - Welton Demo	\$288.00
38818	9/16/2020	304 010 594 76 60 02	Frontier Heights Pk Redevelop	Broken Concrete Hauled In - Frontier Heights	\$160.00
38841	9/16/2020	304 010 594 76 60 02	Frontier Heights Pk Redevelop	Broken Concrete Hauled In - Frontier Heights	\$160.00
					\$2,488.82

Vendor: Lake Stevens Police Guild
Check Number: 51244

Invoice No	Check Date	Account Number	Account Name	Description	Amount
091020	9/10/2020	001 000 284 00 00 00	Payroll Liability Other	Employee Paid Union Dues	\$1,155.00
					\$1,155.00

Vendor: Lake Stevens Sewer District
Check Number: 51291

Invoice No	Check Date	Account Number	Account Name	Description	Amount
090120 LSSD	9/16/2020	001 008 521 50 47 00	LE-Facility Utilities	Sewer - N Lakeshore Dr Acct 6666-01	\$95.17
090120 LSSD	9/16/2020	001 008 521 50 47 00	LE-Facility Utilities	Sewer - New Police Station Acct 6296-03	\$190.35
090120 LSSD	9/16/2020	001 008 521 50 47 00	LE-Facility Utilities	Sewer - New Police Training Rm Acct 8710-03	\$95.17
090120 LSSD	9/16/2020	001 008 521 50 47 00	LE-Facility Utilities	Sewer - Police Station Acct 9902-01	\$95.17
090120 LSSD	9/16/2020	001 010 576 80 47 00	PK-Utilities	Sewer - Boat Launch Restrooms Acct 12326-01	\$96.17
090120 LSSD	9/16/2020	001 010 576 80 47 00	PK-Utilities	Sewer - Davies Beach Acct 3628-01	\$95.17
090120 LSSD	9/16/2020	001 010 576 80 47 00	PK-Utilities	Sewer - Lundeen Park Acct 2538-02	\$190.35
090120 LSSD	9/16/2020	001 012 572 20 47 00	CS- Library-Utilities	Sewer - Library Acct 6664-01	\$95.17
090120 LSSD	9/16/2020	001 012 575 50 47 00	CS- Pavillion - Utilities	Sewer - The Mill Acct 6810-01	\$199.52
090120 LSSD	9/16/2020	001 013 518 20 47 00	GG-Utilities	Sewer - City Hall Acct 6671-01	\$95.17
090120 LSSD	9/16/2020	001 013 518 20 47 00	GG-Utilities	Sewer - Vacant Houses 20th St SE Acct 3134-03	\$95.17
090120 LSSD	9/16/2020	001 013 518 20 47 02	GG-Utilities for Rentals	Sewer - Butler Property Acct 6670-02	\$95.17
090120 LSSD	9/16/2020	001 013 518 20 47 02	GG-Utilities for Rentals	Sewer - Landre Property Acct 6659-02	\$95.17
090120 LSSD	9/16/2020	001 013 518 20 47 02	GG-Utilities for Rentals	Sewer - Leased Comm Building Acct 6390-03	\$276.65
					\$1,809.57

Vendor: Land Development Consultants Inc
Check Number: 51292

Invoice No	Check Date	Account Number	Account Name	Description	Amount
21469	9/16/2020	302 010 594 76 61 01	PM - North Cove Capital	North Cove Park Plaza Design - Phase II	\$1,577.65
					\$1,577.65

Vendor: Les Schwab Tire Center
Check Number: 51293

Invoice No	Check Date	Account Number	Account Name	Description	Amount
40200516957	9/16/2020	410 016 531 10 31 02	SW-Operating Costs	New Tire PW50	\$425.37
					\$425.37

Vendor: LN Curtis & Sons
Check Number: 51294

Invoice No	Check Date	Account Number	Account Name	Description	Amount
INV417143	9/16/2020	001 008 521 20 31 01	LE-Fixed Minor Equipment	Updated Bothell Carrier	\$230.63
INV417590	9/16/2020	001 008 521 20 31 02	LE-Minor Equipment	Type III Shield with Handle	\$1,700.40
					\$1,931.03

Vendor: Lowes Companies
Check Number: 51295

Invoice No	Check Date	Account Number	Account Name	Description	Amount
920097	9/16/2020	001 010 576 80 31 00	PK-Operating Costs	Auger/Quick Change Extension	\$107.36
					\$107.36

Vendor: Marshall
Check Number: 51296

Invoice No	Check Date	Account Number	Account Name	Description	Amount
081820 MARSHALL	9/16/2020	001 008 521 20 43 00	LE-Travel & Per Diem	Perdiem - Meals Patrol Tactics Marysville - Marshall	\$60.00
					\$60.00

Vendor: Miles Sand & Gravel
Check Number: 51297

Invoice No	Check Date	Account Number	Account Name	Description	Amount
296980	9/16/2020	309 016 595 61 63 01	Sidewalk Construction	Concrete 1812 Main St	\$854.02
					\$854.02

Vendor: Millerstoultime
Check Number: 51298

Invoice No	Check Date	Account Number	Account Name	Description	Amount
08112024628	9/16/2020	001 010 576 80 31 00	PK-Operating Costs	Drive Adaptor Set/Megamag Magnetic Pick-Up Tool	\$81.47
08112024628	9/16/2020	101 016 544 90 31 02	ST-Operating Cost	Drive Adaptor Set/Megamag Magnetic Pick-Up Tool	\$81.48
08112024628	9/16/2020	410 016 531 10 31 02	SW-Operating Costs	Drive Adaptor Set/Megamag Magnetic Pick-Up Tool	\$81.48
					\$244.43

Vendor: MJ Neal Associates Architects PLLC
Check Number: 51299

Invoice No	Check Date	Account Number	Account Name	Description	Amount
0820 MJ NEAL PD	9/16/2020	306 000 594 21 60 00	Police Dept Project Account	Police Dept Architectural/Engineering Svcs	\$11,700.00
0820 MJ NEAL PW	9/16/2020	001 010 594 76 64 00	PK-Capital Outlay	PW Shop Redesign Engineering Services	\$862.00
0820 MJ NEAL PW	9/16/2020	101 016 594 42 64 00	ST-Capital Expenditures	PW Shop Redesign Engineering Services	\$1,724.00
0820 MJ NEAL PW	9/16/2020	411 016 594 31 60 01	SWC - PW Shop Remodel	PW Shop Redesign Engineering Services	\$1,724.00
					\$16,010.00

Vendor: Mumma
Check Number: 51300

Invoice No	Check Date	Account Number	Account Name	Description	Amount
052620 MUMMA	9/16/2020	001 007 558 50 31 02	PL-Permit Related Op. Costs	Replacement Monitor Building Official for Plan Review	\$145.52
					\$145.52

Vendor: Murkerson
Check Number: 51301

Invoice No	Check Date	Account Number	Account Name	Description	Amount
0920 MURKERSON	9/16/2020	001 000 362 00 00 05	The Mill - Rental	Refund Mill Rental 02/27/2021 Due to COVID	\$1,300.00
0920 MURKERSON	9/16/2020	001 000 382 10 00 01	The Mill - Deposit	Refund Mill Rental Deposit 02/27/2021 Due to COVID	\$500.00
					\$1,800.00

Vendor: Nationwide Retirement Solution
Check Number: 0

Invoice No	Check Date	Account Number	Account Name	Description	Amount
091020	9/10/2020	001 000 282 00 00 00	Payroll Liability Retirement	Employee Portion-Nationwide	\$4,495.00
					\$4,495.00

Vendor: Nelson Distributing Inc
Check Number: 51302

Invoice No	Check Date	Account Number	Account Name	Description	Amount
0740670-IN	9/16/2020	001 010 576 80 32 00	PK-Fuel Costs	Fuel	\$491.62
0740670-IN	9/16/2020	101 016 542 30 32 00	ST-Fuel	Fuel	\$491.62
0740670-IN	9/16/2020	410 016 531 10 32 00	SW-Fuel	Fuel	\$491.62
					\$1,474.86

Vendor: New York Life
Check Number: 51245

Invoice No	Check Date	Account Number	Account Name	Description	Amount
022195124 08/05/20	9/10/2020	001 000 284 00 00 00	Payroll Liability Other	Whole Life Insurance Premiums	\$199.00
					\$199.00

Vendor: New York Life EFT
Check Number: 0

Invoice No	Check Date	Account Number	Account Name	Description	Amount
091020	9/10/2020	001 002 513 11 20 00	AD-Benefits	Life/Disability Ins Premiums	\$52.99
091020	9/10/2020	001 003 514 20 20 00	CC-Benefits	Life/Disability Ins Premiums	\$19.83
091020	9/10/2020	001 004 514 23 20 00	FI-Benefits	Life/Disability Ins Premiums	\$173.27
091020	9/10/2020	001 005 518 10 20 00	HR-Benefits	Life/Disability Ins Premiums	\$88.43
091020	9/10/2020	001 006 518 80 20 00	IT-Benefits	Life/Disability Ins Premiums	\$121.19
091020	9/10/2020	001 007 558 50 20 00	PL-Benefits	Life/Disability Ins Premiums	\$264.78
091020	9/10/2020	001 007 559 30 20 00	PB-Benefits	Life/Disability Ins Premiums	\$184.87
091020	9/10/2020	001 008 521 20 20 00	LE-Benefits	Life/Disability Ins Premiums	\$1,483.60
091020	9/10/2020	001 010 576 80 20 00	PK-Benefits	Life/Disability Ins Premiums	\$209.95
091020	9/10/2020	001 013 518 30 20 00	GG-Benefits	Life/Disability Ins Premiums	\$146.47
091020	9/10/2020	101 016 542 30 20 00	ST-Benefits	Life/Disability Ins Premiums	\$416.52
091020	9/10/2020	410 016 531 10 20 00	SW-Benefits	Life/Disability Ins Premiums	\$391.35
					\$3,553.25

Vendor: NMC Franchising LLC
Check Number: 51303

Invoice No	Check Date	Account Number	Account Name	Description	Amount
163983	9/16/2020	001 007 558 50 41 00	PL-Professional Servc	Janitorial Services - City Hall	\$55.50
163983	9/16/2020	001 007 559 30 41 00	PB-Professional Srv	Janitorial Services - City Hall	\$55.50
163983	9/16/2020	001 008 521 50 48 00	LE-Facility Repair & Maint	Janitorial Services - Police Dept	\$495.00
163983	9/16/2020	001 010 576 80 41 00	PK-Professional Services	Janitorial Services - City Hall	\$55.50
163983	9/16/2020	001 012 575 50 41 00	CS- Pavillion - Janitorial	Janitorial Services - The Mill	\$183.00
163983	9/16/2020	001 013 518 20 41 00	GG-Professional Service	Janitorial Services - City Hall	\$55.50

163983	9/16/2020	001 013 518 20 41 00	GG-Professional Service	Janitorial Services - VIC	\$155.00
163983	9/16/2020	101 016 542 30 41 02	ST-Professional Service	Janitorial Services - City Hall	\$55.50
163983	9/16/2020	410 016 531 10 41 01	SW-Professional Services	Janitorial Services - City Hall	\$55.50
					\$1,166.00

Vendor: O Reilly Auto Parts
Check Number: 51304

Invoice No	Check Date	Account Number	Account Name	Description	Amount
2960-209954	9/16/2020	410 016 531 10 31 02	SW-Operating Costs	Motor Oil/Oil Filters	\$127.81
2960-209969	9/16/2020	410 016 531 10 31 02	SW-Operating Costs	Power Inverter	\$261.59
2960-211225	9/16/2020	410 016 531 10 31 02	SW-Operating Costs	Air Filter/Ign Wire Set	\$90.32
					\$479.72

Vendor: Office of The State Treasurer
Check Number: 51305

Invoice No	Check Date	Account Number	Account Name	Description	Amount
0920 STATE	9/16/2020	633 000 589 30 00 03	State Building Permit Remit	State Court Fees Aug 2020	\$801.50
0920 STATE	9/16/2020	633 000 589 30 00 04	State Court Remittance	State Court Fees Aug 2020	\$20,012.81
					\$20,814.31

Vendor: Outcomes by Levy LLC
Check Number: 51306

Invoice No	Check Date	Account Number	Account Name	Description	Amount
2020-08-LS	9/16/2020	001 013 511 70 40 00	Lobbying Services	CV - Legislative/Regulatory Consulting Aug 2020	\$1,449.60
2020-08-LS	9/16/2020	001 013 511 70 40 00	Lobbying Services	Legislative/Regulatory Consulting Aug 2020	\$3,350.40
					\$4,800.00

Vendor: Pavement Markings Inc
Check Number: 51307

Invoice No	Check Date	Account Number	Account Name	Description	Amount
2120	9/16/2020	306 000 594 21 60 00	Police Dept Project Account	Clean Up/Prep for Crack Seal Coating	\$4,959.50
					\$4,959.50

Vendor: Pertee Inc
Check Number: 51308

Invoice No	Check Date	Account Number	Account Name	Description	Amount
20120176.001-62	9/16/2020	301 016 544 40 41 00	Street Op - P&D - 20th St SE	20th Street SE Phase II Segment 1 Design	\$916.25
20180104.004-2	9/16/2020	101 016 542 30 41 02	ST-Professional Service	2020 TIB UAP Grant Assistance	\$2,041.25
					\$2,957.50

Vendor: Pilchuck Equipment Rental and Sales
Check Number: 51309

Invoice No	Check Date	Account Number	Account Name	Description	Amount
102921	9/16/2020	101 016 542 30 45 00	ST-Rentals-Leases	Scissor Lift Rental	\$691.52
					\$691.52

Vendor: Precision Turf Equipment LLC
Check Number: 51310

Invoice No	Check Date	Account Number	Account Name	Description	Amount
12088-45380	9/16/2020	001 010 576 80 31 00	PK-Operating Costs	Power Trim Pulsa Jet Clutch	\$839.29
12088-45460	9/16/2020	001 010 576 80 31 00	PK-Operating Costs	Cord Holder/Autocut 25-2	\$191.16
					\$1,030.45

Vendor: Proforce Marketing Inc
Check Number: 51311

Invoice No	Check Date	Account Number	Account Name	Description	Amount
422460	9/16/2020	001 008 521 20 31 01	LE-Fixed Minor Equipment	MPI Mbus Front Back Up Sight	\$55.04
					\$55.04

Vendor: Republic Services 197
Check Number: 51312

Invoice No	Check Date	Account Number	Account Name	Description	Amount
0197-002668439	9/16/2020	001 010 576 80 45 01	PK- Dumpster Service	Waste/Recycle Containers On-Call PW Shop	\$1,590.25
0197-002668439	9/16/2020	101 016 542 30 45 01	ST-Dumpster Service	Waste/Recycle Containers On-Call PW Shop	\$1,590.24
0197-002668439	9/16/2020	410 016 531 10 45 00	SW-Dumpster Service	Waste/Recycle Containers On-Call PW Shop	\$1,590.24
					\$4,770.73

Vendor: Rexel USA Inc
Check Number: 51313

Invoice No	Check Date	Account Number	Account Name	Description	Amount
0Q38290	9/16/2020	001 010 576 80 31 00	PK-Operating Costs	Breakers	\$10.70
0Q42605	9/16/2020	001 010 576 80 31 00	PK-Operating Costs	Breakers	\$23.61
0Q76121	9/16/2020	001 010 576 80 31 00	PK-Operating Costs	Breakers	\$21.40
0R83988	9/16/2020	001 010 576 80 31 00	PK-Operating Costs	Breaker	\$42.80
0S11030	9/16/2020	001 010 576 80 31 00	PK-Operating Costs	Auger/Outlet Box/Toggle Switches	\$79.89
0S11030	9/16/2020	101 016 544 90 31 02	ST-Operating Cost	Auger/Outlet Box/Toggle Switches	\$79.88
0S11030	9/16/2020	410 016 531 10 31 02	SW-Operating Costs	Auger/Outlet Box/Toggle Switches	\$79.88
0S14983	9/16/2020	001 010 576 80 31 00	PK-Operating Costs	Hinged Box Enclosure	\$310.10
0S20879	9/16/2020	001 010 576 80 31 00	PK-Operating Costs	Receptacles/Wallplates/Covers	\$63.78
0S20879	9/16/2020	101 016 544 90 31 02	ST-Operating Cost	Receptacles/Wallplates/Covers	\$63.78
0S20879	9/16/2020	410 016 531 10 31 02	SW-Operating Costs	Receptacles/Wallplates/Covers	\$63.78
0S33091	9/16/2020	410 016 531 10 31 02	SW-Operating Costs	Copper	\$222.36
					\$1,061.96

Vendor: San Diego Police Equipment Co Inc
Check Number: 51314

Invoice No	Check Date	Account Number	Account Name	Description	Amount
644005	9/16/2020	001 008 521 20 31 01	LE-Fixed Minor Equipment	Ammunition	\$6,920.35
					\$6,920.35

Vendor: Sherwin-Williams Co
Check Number: 51315

Invoice No	Check Date	Account Number	Account Name	Description	Amount
7400-0	9/16/2020	101 016 544 90 31 02	ST-Operating Cost	Paint White	\$146.39
7446-3	9/16/2020	101 016 544 90 31 02	ST-Operating Cost	Paint White	\$146.39
					\$292.78

Vendor: Smarsh Inc
Check Number: 51316

Invoice No	Check Date	Account Number	Account Name	Description	Amount
INV00606768	9/16/2020	510 006 518 80 49 05	LR - Smarsh	Archiving Platform	\$672.00
					\$672.00

Vendor: Snohomish County 911
Check Number: 51317

Invoice No	Check Date	Account Number	Account Name	Description	Amount
2827	9/16/2020	001 008 528 00 41 00	LE - SNO911	Dispatch Services	\$31,935.50
					\$31,935.50

Vendor: Snohomish County PUD
Check Number: 51318

Invoice No	Check Date	Account Number	Account Name	Description	Amount
100448975	9/16/2020	001 010 576 80 47 00	PK-Utilities	203582010 Lundeen Restrooms Electric	\$123.97
100448975	9/16/2020	001 010 576 80 47 00	PK-Utilities	203582010 Lundeen Restrooms Water	\$1,719.55
100448975	9/16/2020	001 012 557 30 40 01	CS- VIC Utilities	203582010 Visitor Information Center Electric	\$50.65
100448975	9/16/2020	101 016 542 63 47 00	ST-Lighting - Utilities	203582010 Street Lights	\$37.81
105414404	9/16/2020	001 008 521 50 47 00	LE-Facility Utilities	200558690 Police N Lakeshore Dr Electric	\$86.61
105414404	9/16/2020	001 008 521 50 47 00	LE-Facility Utilities	200558690 Police N Lakeshore Dr Water	\$24.32
115315436	9/16/2020	101 016 542 63 47 00	ST-Lighting - Utilities	201595113 Street Lights	\$147.40
121938373	9/16/2020	101 016 542 63 47 00	ST-Lighting - Utilities	201973682 Street Lights	\$47.38
128531979	9/16/2020	101 016 542 63 47 00	ST-Lighting - Utilities	202013249 Traffic Signal 1933 79th Ave SE	\$97.72
128531979	9/16/2020	101 016 542 64 47 00	ST-Traffic Control -Utility	202013249 Traffic Signal 7441 20th St SE	\$72.45
131846407	9/16/2020	001 010 576 80 47 00	PK-Utilities	202340527 Decant Yard	\$22.10
131846407	9/16/2020	101 016 543 50 47 00	ST-Utilities	202340527 Decant Yard	\$22.10
131846407	9/16/2020	410 016 531 10 47 00	SW-Utilities	202340527 Decant Yard	\$22.12
135156712	9/16/2020	001 010 576 80 47 00	PK-Utilities	222205049 Nourse Park Electric	\$17.65
138364814	9/16/2020	001 010 576 80 47 00	PK-Utilities	201487055 2424 Soper Hill Rd Mobile Electric	\$72.99
138364814	9/16/2020	001 010 576 80 47 00	PK-Utilities	201487055 2424 Soper Hill Rd Mobile Water	\$65.59
141675972	9/16/2020	101 016 542 63 47 00	ST-Lighting - Utilities	201860178 Traffic Signal 9101 Market Pl	\$123.22
145011184	9/16/2020	001 010 576 80 47 00	PK-Utilities	222625881 8801 Froniter Cir W Water	\$26.06
148297917	9/16/2020	101 016 542 63 47 00	ST-Lighting - Utilities	204719074 Catherine Creek Bridge Lights	\$22.90
148301447	9/16/2020	101 016 542 63 47 00	ST-Lighting - Utilities	205338056 SR92 Roundabout at113th	\$41.01
151593927	9/16/2020	101 016 542 63 47 00	ST-Lighting - Utilities	202670725 Street Lights	\$1,251.30
158037350	9/16/2020	101 016 542 63 47 00	ST-Lighting - Utilities	202988481 Street Lights	\$162.08
158038861	9/16/2020	101 016 542 63 47 00	ST-Lighting - Utilities	202624367 Street Lights	\$10,683.69
158038862	9/16/2020	101 016 542 63 47 00	ST-Lighting - Utilities	202648101 Street Lights Soper Hill Annex	\$1,470.95
167653573	9/16/2020	101 016 542 63 47 00	ST-Lighting - Utilities	203731153 Traffic Signals	\$136.86
					\$16,548.48

Vendor: Snohomish County PW
Check Number: 51319

Invoice No	Check Date	Account Number	Account Name	Description	Amount
I000533650	9/16/2020	101 016 542 64 48 00	ST-Traffic Control - R&M	Signal/Sign Repair & Maint July 2020	\$2,498.23
I000533919	9/16/2020	410 016 591 31 78 01	SW-Parkway Crossing Det Pond	ILA Surface Water Mgmt - Parkway Crossing 2020	\$10,700.00
					\$13,198.23

Vendor: Snohomish County Treasurer
Check Number: 51320

Invoice No	Check Date	Account Number	Account Name	Description	Amount
0920 SNOCO	9/16/2020	633 000 589 30 00 06	Crime Victims Compensation	Crime Victims Compensation Aug 2020	\$297.57
					\$297.57

Vendor: Sound Equipment Rental & Sales
Check Number: 51321

Invoice No	Check Date	Account Number	Account Name	Description	Amount
18252C	9/16/2020	304 010 594 76 60 02	Frontier Heights Pk Redevelop	Dozer Rental - Frontier Heights	\$5,232.00
					\$5,232.00

Vendor: Sound Publishing Inc
Check Number: 51322

Invoice No	Check Date	Account Number	Account Name	Description	Amount
EDH906746	9/16/2020	001 010 594 76 64 00	PK-Capital Outlay	LUA2020-0128 PW Shop Renovation	\$22.86
EDH906746	9/16/2020	101 016 594 42 64 00	ST-Capital Expenditures	LUA2020-0128 PW Shop Renovation	\$22.87
EDH906746	9/16/2020	410 016 594 31 60 01	SW - Capital Expenditure	LUA2020-0128 PW Shop Renovation	\$22.87
EDH907157	9/16/2020	001 013 518 30 41 01	GG-Advertising	Ordinance 1092	\$33.60
EDH907359	9/16/2020	001 007 558 50 41 03	PL-Advertising	Planning Commission Meeting Cancelled	\$15.40
					\$117.60

Vendor: Sound Security Inc
Check Number: 51241

Invoice No	Check Date	Account Number	Account Name	Description	Amount
090820 SONITROL	9/8/2020	306 000 594 21 60 00	Police Dept Project Account	50% Pymt Access Control Install at PD Client Agmt 34663-2-0	\$30,551.07
					\$30,551.07

Vendor: Sound Security Inc
Check Number: 51323

Invoice No	Check Date	Account Number	Account Name	Description	Amount
982923	9/16/2020	001 012 575 50 47 00	CS- Pavillion - Utilities	Fire & Security Monitoring The Mill	\$292.52
982923	9/16/2020	001 013 518 20 41 00	GG-Professional Service	Fire & Security Monitoring CH	\$553.52
					\$846.04

Vendor: State Auditors Office
Check Number: 51324

Invoice No	Check Date	Account Number	Account Name	Description	Amount
L138315	9/16/2020	001 004 514 23 41 00	FI-Professional Service	2018-2019 Accountability/Financial Audit	\$282.75
					\$282.75

Vendor: Stericycle Inc
Check Number: 51325

Invoice No	Check Date	Account Number	Account Name	Description	Amount
3005237830	9/16/2020	001 008 521 20 41 01	LE-Professional Serv-Fixed	Hazardous Waste Disposal	\$10.36
					\$10.36

Vendor: Superior Septic Service LLC
Check Number: 51326

Invoice No	Check Date	Account Number	Account Name	Description	Amount
013792	9/16/2020	301 016 595 30 60 03	17005- 24th St & 91st Ext	Septic Service - 9105 20th St SE Welton Demo	\$587.46
					\$587.46

Vendor: Teamsters Local No 763
Check Number: 51246

Invoice No	Check Date	Account Number	Account Name	Description	Amount
091020	9/10/2020	001 000 284 00 00 00	Payroll Liability Other	Union Dues	\$1,021.00
					\$1,021.00

Vendor: Teamsters Welfare Trust Dental EFT
Check Number: 0

Invoice No	Check Date	Account Number	Account Name	Description	Amount
091020	9/10/2020	001 000 283 00 00 00	Payroll Liability Medical	Teamsters Dental Premium	\$2,476.80
					\$2,476.80

Vendor: Technological Services Inc

Check Number: 51327

Invoice No	Check Date	Account Number	Account Name	Description	Amount
17327	9/16/2020	001 008 521 20 48 00	LE-Repair & Maintenance Equip	Replace Windshield/Computer Diagnostics T-17-72	\$507.72
17412	9/16/2020	001 008 521 20 48 00	LE-Repair & Maintenance Equip	Steering/Suspension/Tire Inspections PT-16-65	\$1,500.37
17433	9/16/2020	001 008 521 20 48 00	LE-Repair & Maintenance Equip	Tire Mount/Express Lube/Oil/Filters/Brake Inspect PT-18-79	\$860.88
17451	9/16/2020	001 008 521 20 48 00	LE-Repair & Maintenance Equip	Express Lube/Oil/Filters/Brake Inspect PT-20-89	\$74.66
17457	9/16/2020	001 008 521 20 48 00	LE-Repair & Maintenance Equip	Express Lube/Oil/Fluids/Tire Rotation PT-20-88	\$74.66
17535	9/16/2020	001 008 521 20 48 00	LE-Repair & Maintenance Equip	Left Rear Tire Repair PT-19-81	\$1,533.24
17555	9/16/2020	001 008 521 20 48 00	LE-Repair & Maintenance Equip	Right Front Tire Repair PT-17-75	\$159.06
					\$4,710.59

Vendor: The S Morris Co

Check Number: 51328

Invoice No	Check Date	Account Number	Account Name	Description	Amount
WA70314-I-0021	9/16/2020	001 008 521 20 41 00	LE-Professional Services	Animal Cremation Services Aug 2020	\$80.18
					\$80.18

Vendor: Tom Astrof Construction Inc

Check Number: 51329

Invoice No	Check Date	Account Number	Account Name	Description	Amount
190831-1121	9/16/2020	101 016 544 90 31 02	ST-Operating Cost	Sono Tube	\$72.41
					\$72.41

Vendor: TransUnion Risk and Alternative Data Solutions Inc

Check Number: 51330

Invoice No	Check Date	Account Number	Account Name	Description	Amount
4016011-202008-1	9/16/2020	001 008 521 20 41 01	LE-Professional Serv-Fixed	TILO - Information Gathering Services	\$54.50
					\$54.50

Vendor: TranTech Engineering LLC

Check Number: 51331

Invoice No	Check Date	Account Number	Account Name	Description	Amount
2020004-06	9/16/2020	411 016 594 31 60 05	Catherine Creek/36th St Bridge	Catherine Creek Bridge Monitoring/Replacement	\$6,162.13
					\$6,162.13

Vendor: ULINE

Check Number: 51332

Invoice No	Check Date	Account Number	Account Name	Description	Amount
123800686	9/16/2020	101 016 544 90 31 02	ST-Operating Cost	Drum Spill Cont Pallet with Drain	\$175.05
123800686	9/16/2020	410 016 531 10 31 02	SW-Operating Costs	Drum Spill Cont Pallet with Drain	\$175.06
					\$350.11

Vendor: US Postal Service

Check Number: 51333

Invoice No	Check Date	Account Number	Account Name	Description	Amount
091020 POBOX	9/16/2020	001 013 518 20 31 00	GG-Operating Costs	PO Box Annual Rental	\$113.00
					\$113.00

Vendor: Vantagepoint Transfer Agents - 108991

Check Number: 51247

Invoice No	Check Date	Account Number	Account Name	Description	Amount
091020	9/10/2020	001 000 282 00 00 00	Payroll Liability Retirement	ICMA Deferred Comp - Employer Contribution	\$407.26
					\$407.26

Vendor: Vantagepoint Transfer Agents - 307428

Check Number: 51248

Invoice No	Check Date	Account Number	Account Name	Description	Amount
091020	9/10/2020	001 000 282 00 00 00	Payroll Liability Retirement	ICMA Deferred Comp - Employee Contribution	\$2,527.46
					\$2,527.46

Vendor: Veritone Inc

Check Number: 51334

Invoice No	Check Date	Account Number	Account Name	Description	Amount
24611	9/16/2020	001 008 521 20 41 01	LE-Professional Serv-Fixed	Redaction/Transcription Additional Hours Aug 2020	\$207.17
					\$207.17

Vendor: Verizon Northwest

Check Number: 51335

Invoice No	Check Date	Account Number	Account Name	Description	Amount
9861377185	9/16/2020	001 008 521 20 42 00	LE-Communication	Wireless Phone Service PD	\$2,607.66
9861904002	9/16/2020	001 001 511 60 42 00	Legislative - Communication	Wireless Phone Service Council	\$293.44
9861904002	9/16/2020	001 001 513 10 42 00	Executive - Communication	Wireless Phone Service Executive	\$41.92
9861904002	9/16/2020	001 002 513 11 42 00	AD-Communications	Wireless Phone Service Admin	\$81.66
9861904002	9/16/2020	001 003 514 20 42 00	CC-Communications	Wireless Phone Service Clerk	(\$8.08)
9861904002	9/16/2020	001 005 518 10 42 00	HR-Communications	Wireless Phone Service HR	\$83.57
9861904002	9/16/2020	001 006 518 80 42 00	IT-Communications	Wireless Phone Service IT	\$175.23
9861904002	9/16/2020	001 007 558 50 42 00	PL-Communication	Wireless Phone Service Planning	\$125.22
9861904002	9/16/2020	001 007 559 30 42 00	PB-Communication	Wireless Phone Service Building	\$337.45
9861904002	9/16/2020	001 010 576 80 42 00	PK-Communication	Wireless Phone Service PW	\$484.18
9861904002	9/16/2020	101 016 543 30 42 00	ST-Communications	Wireless Phone Service PW	\$484.17
9861904002	9/16/2020	410 016 531 10 42 00	SW-Communications	Wireless Phone Service PW	\$484.17
					\$5,190.59

Vendor: Washington State Patrol

Check Number: 51336

Invoice No	Check Date	Account Number	Account Name	Description	Amount
I21001101	9/16/2020	633 000 589 30 00 10	Gun Permit - WSP Remittance	Weapons Permit Background Checks	\$384.25
					\$384.25

Vendor: Washington State Support Registry

Check Number: 0

Invoice No	Check Date	Account Number	Account Name	Description	Amount
091020	9/10/2020	001 000 284 00 00 00	Payroll Liability Other	Employee Paid Child Support	\$363.50
					\$363.50

Vendor: Weed Graafstra & Associates Inc

Check Number: 51337

Invoice No	Check Date	Account Number	Account Name	Description	Amount
090120 WGA	9/16/2020	001 011 515 45 41 00	Ext Litigation - City Atty	Legal Services - General Matters	\$245.00
					\$245.00

Vendor: Weeks & Weeks Inc

Check Number: 51338

Invoice No	Check Date	Account Number	Account Name	Description	Amount
19241	9/16/2020	001 013 518 20 41 00	GG-Professional Service	Towing Services PW49	\$353.93
					\$353.93

Vendor: Western Conference of Teamsters Pension Trust

Check Number: 51249

Invoice No	Check Date	Account Number	Account Name	Description	Amount
091020	9/10/2020	001 000 282 00 00 00	Payroll Liability Retirement	Employee Contributions - Teamster Pension	\$3,364.94
					\$3,364.94

Vendor: WM Corporate Services Inc

Check Number: 51339

Invoice No	Check Date	Account Number	Account Name	Description	Amount
8962535-4968-8	9/16/2020	001 008 521 50 47 00	LE-Facility Utilities	Dumpster Service - Police Conference Center	\$184.58
8962535-4968-8	9/16/2020	001 013 518 20 47 02	GG-Utilities for Rentals	Dumpster Service - 1825 S Lake Stevens Rd Comm	\$499.04
					\$683.62

Vendor: WM Corporate Services Inc

Check Number: 51340

Invoice No	Check Date	Account Number	Account Name	Description	Amount
0054292-2588-0	9/16/2020	301 016 595 30 60 03	17005- 24th St & 91st Ext	Dumpster Service - 9105 20th St SE Welton Demo	\$1,311.88
					\$1,311.88

Vendor: Ziplly Fiber

Check Number: 51341

Invoice No	Check Date	Account Number	Account Name	Description	Amount
0920 ZIPLY	9/16/2020	001 012 575 30 42 00	CS- Museum - Communications	Telephone Services Museum	\$213.56
0920 ZIPLY	9/16/2020	101 016 542 64 47 00	ST-Traffic Control -Utility	Traffic Control Modem	\$60.71
					\$274.27

Vendor: ZOHO Corporation

Check Number: 51342

Invoice No	Check Date	Account Number	Account Name	Description	Amount
2272008	9/16/2020	510 006 518 80 49 24	LR - Log360 SIEM	Annual Subscription Log360	\$2,294.45
					\$2,294.45



This page left blank intentionally

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

Tuesday, September 1, 2020
By Remote Participation via Zoom

CALL TO ORDER: 7:00 p.m. by Mayor Brett Gailey

ELECTED OFFICIALS PRESENT: Mayor Brett Gailey, Councilmembers Kim Daughtry, Gary Petershagen, Shawn Frederick, Mary Dickinson, Anji Jorstad, Steve Ewing and Marcus Tageant

STAFF MEMBERS PRESENT: City Administrator Gene Brazel, Community Development Director Russ Wright, Human Resources Director Anya Warrington, IT Manager Troy Stevens, City Clerk Kelly Chelin, Police Chief John Dyer, Senior Accountant Josh Roundy and Associate Planner Sabrina Gassaway.

OTHERS:

The meeting was called to order at 7:00 p.m. by Mayor Brett Gailey.

Mayor Business. Mayor Gailey stated that he had a good meeting today with Congressman Larson. He reminded everyone that tonight was a workshop where Council can talk freely about subjects and there will be no citizen comments.

Multi Family Tax Exemption:

Planner Gassaway explained that the Washington State legislation, though RCW 84.14, offers a multi-family tax exemption program that cities can participate in through local ordinance adoption. The City of Lake Stevens with a population of over 15,000 is eligible to participate.

The Lake Stevens City Council has expressed interest in participating in this program. The multi-family tax exemption (MFTE) is an incentive that cities can offer to developers to encourage the construction of market rate housing and affordable multifamily housing in predesignated targeted areas. The program offers two durations: an 8-year exemption and 12-year exemption. Projects in target areas that plan to build market rate multifamily units are eligible for the 8-year exemption and those projects that construct 20% of the units for low to moderate incomes are eligible for the 12-year exemption.

Per the RCW 84.14 requirements proposed MFTE code amendments must include provisions for an application process, requirements for addressing demolition of existing structures, and building limitations. Staff discussed the program options with the Planning Commission as described below:

- Target Areas for MFTE: The Downtown, Lake Stevens Center, and 20th Street SE subareas are being considered as target areas for the application of the multifamily tax exemption programs.

In the Lake Stevens Downtown Subarea staff is recommending expanding the target area to include adjacent multifamily zoning and the Planned Business District north of the Downtown subarea.

- MFTE Options: The City can adopt one or both options provided in RCW 84.14 and include

additional requirements that meet the needs of our community. Staff research of jurisdictions that have adopted MFTE programs show a majority adopting both programs and imposing minimum number of multifamily unit. The average based on the Cities surveyed was a minimum of 8-10 units.

Staff is proposing the code amendment be split between Title 3 Revenue and Finance and Title 14 Land Use of the Lake Stevens municipal code. The financial impact on the City would be derived from the property taxes that the City collects on the residential units. Per the City's current Levy this would equal to approximately one-dollar tax revenue for the city per \$1,000 dollars of assessed value annually. In the case of a mixed-use project with a multifamily and commercial component the exemption would only apply to the multifamily portion of the project. The goal of this amendment would be to promote diverse housing options in Lake Stevens through the incentivizing of multifamily projects.

In discussing the proposal with Planning Commission, the commissioners discussed project size limitations and whether to consider adopting one or both program options. Concerns were raised on the impact this program would have on project review and code requirements. Staff clarified that this amendment would not impact the underlying zoning in any way and that project that took advantage of the MFTE program would be held to the same code standards as other projects. The MFTE program would be an optional incentive that developers could apply for during the application process.

Council and staff engaged in a discussion. Each Councilmember gave their support. This item will come back to a future meeting for a public hearing and potential action in November.

Resolution re Supporting Law Enforcement

Mayor Gailey stated that he was proposing this Resolution because he believes law enforcement is a thankless and dangerous job. He would like to show support for the Lake Stevens Police Department.

Council engaged in a discussion. Councilmember Jorstad stated that she has tremendous respect for the City police officers and would like to focus on the Lake Stevens Police Department in this Resolution.

Councilmember Taegant and Councilmember Daughtry supported the Resolution as written.

Councilmember Dickinson would like to work on the Resolution wording a bit. She is 100% supportive of the Lake Stevens Police Department.

Councilmember Petershagen stated that he supported the Resolution as written.

Mayor Gailey stated that there is a vast majority of citizens that do support law enforcement in the City.

This Resolution is scheduled for action at the September 8, 2020 Council Meeting.

Legislative Priorities

City Administrator Brazel reviewed the City of Lake Stevens 2021 Legislative Agenda Top-Priority Issues at a Glance prepared by Doug Levy. Mr. Levy will be attending the next Council meeting on September 8, 2020 to discuss the priorities.

Council and staff discussed the priorities. The Council was in agreement with the priorities as written.

Full-time Mayor Discussion

City Administrator Brazel reviewed the duties of the Mayor with the Council:

- Seen as the “Face of the City.”
- The Mayor has all the executive powers, duties, and responsibilities extended to him/her as set forth in RCW Title 35A .
- The Mayor has the authority to appoint and remove all appointive officers and employees, consistent with the laws of the city. This authority can be delegated to the City Administrator or Department Heads.
- Serves as the Presiding Officer at all regular and special meetings of the Council.
- The Mayor and/or City Administrator approve the Council meeting agendas.
- Sits as a member or represents the city on various external boards and committees.
- Examples: Snohomish County Tomorrow, PSRC (Puget Sound Regional Council), SNO911, SCCIT (Snohomish County Committee for Improved Transportation), US 2 Coalition, etc.
- Meets regularly with representatives and groups from all facets of the community (i.e. churches, organizations, volunteers, schools, local/state/federal elected officials, etc.).
- Makes policy recommendations to Council.
- Prepares city budget and presents to Council.
- Meets with business owners on a routine basis.
- Serves as the economic development champion for the city.
- Presents the state of the city to user groups and the community at large.
- Represents the city in Olympia for legislative and grant opportunities; meets with legislators on a routine basis.
- Implementing Council policy.
- Executes city contracts.
- Responds to citizen concerns.
- Attends weekly, planning and miscellaneous staff meetings. (i.e. agenda planning, weekly executive staff meeting, civic campus planning, project design meetings, etc.)
- Takes on special projects for the city as identified (i.e. broadband expansion).

The Council also reviewed the fund balance graph that included the full-time Mayor position.

Council engaged in a discussion and appreciated seeing the list of duties. The Council also discussed the procedure of taking the ordinance off the table and voting on it at the next meeting on September 8, 2020.

There being no further business the meeting was adjourned at 8:22 p.m.

Brett Gailey, Mayor

Kelly M. Chelin, City Clerk

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

Tuesday, September 8, 2020
By Remote Participation via Zoom

CALL TO ORDER: 7:00 p.m. by Mayor Brett Gailey

ELECTED OFFICIALS PRESENT: Mayor Brett Gailey, Councilmembers Kim Daughtry, Gary Petershagen, Shawn Frederick, Mary Dickinson, Anji Jorstad, Marcus Tageant and Steve Ewing

STAFF MEMBERS PRESENT: City Administrator Gene Brazel, Finance Director Barb Stevens, Community Development Director Russ Wright, Public Works Director Eric Durpos, Police Chief John Dyer, Human Resources Director Anya Warrington, City Clerk Kelly Chelin, IT Manager Troy Stevens and City Attorney Greg Rubstello

OTHERS:

Pledge of Allegiance: Mayor Gailey led the Pledge of Allegiance.

Roll Call: All present except Councilmember Fredrick.

MOTION. Moved by Councilmember Tageant, seconded by Councilmember Daughtry to excuse Councilmember Fredrick. Motion was withdrawn when Councilmember Fredrick arrived to the meeting at 7:01 p.m.

Approval of Agenda:

City Clerk Chelin presented a few revisions into the record for the agenda:

- Revision to the August 25, 2020 Meeting Minutes (Correction: September is Suicide Awareness Month)
- Small revision to Resolution 2020-21 (correction: Be it Resolved..the Council (not the Board)
- Proclamation added for Suicide Awareness Month
- The Racing to Equity Consultants are being moved to Guest Business

MOTION. Moved by Councilmember Ewing, seconded by Councilmember Petershagen to take the full-time Mayor position from the table and add it to the action items this evening. The motion passed 5-2-0-0 with Councilmember Dickinson and Councilmember Jorstad voting opposed.

MOTION. Moved by Councilmember Ewing, seconded by Councilmember Daughtry to approve the agenda with the revisions. The motion passed 6-1-0-0 with Councilmember Dickinson opposed.

Guest Business:

Cascade Award Certificates – Kari Quaas Snohomish Conservation District

Racing to Equity Training Discussion – Bernardo Ruiz Latinx and Tami Farber. They both explained that this was a meet and greet before they come back and do more training at a later date with the Council.

Council Business:

Councilmember Ewing complimented the work that the Snohomish Health District has been doing.

Councilmember Dickinson stated that she enjoyed the training she attended with the Police Department at The Mill.

Councilmember Fredrick thanked the Council and Mayor for their support. He stated that sometimes we can disagree on issues but we still support each other. He also stated that the COVID numbers are going in the right direction. He reminded people to keep wearing masks and to social distance.

Councilmember Daughtry reported that Community Transit has hired a recruitment firm to hire a new CEO.

Councilmember Jorstad reported that she also attended the police training at The Mill. She thanked citizens for the recent texts and emails on several topics. She stated she really appreciates the feedback and the voices from the community.

Citizen Comments:

Jeremy Wood, Brothers in Healing. Mr. Wood explained that he was with a non-profit 5013C, Brothers in Healing, with his partner Chris Sutherland. They focus on suicide awareness in police officers. He also spoke in support of the School Resource Officer program in the Lake Stevens School District.

Mark Somers, 2411 118th Drive NE, Lake Stevens. Mr. Somers spoke about the Resolution supporting law enforcement. He would like to see the Resolution re-worded to focus on local City and County police.

Stephanie Steele. Ms. Steele stated that she works with people of color. She is disappointed in the language for the Resolution for Law Enforcement. She believes the wording is inflammatory and divisive. She asked that the resolution be re-worded. She also stated that she is not in favor of a full-time Mayor position at this time.

Earl Gray. Mr. Gray echoed Ms. Steele's comments. He is a big fan of the Police Department and Chief Dyer. However, he believes the resolution is bad timing. He would be in favor of supporting the Lake Stevens Police Department.

Elizabeth Coelho. Ms. Coelho echoed the previous comments. She stated that the resolution is poor timing and should only support the Lake Stevens Police Department.

David Durante. Mr. Durante is with Sno-Isle. He stated he is proud to serve the residents of Lake Stevens and hopes to find a viable solution for the library in the City.

Helen. Helen thanked David at Sno-Isle. She stated that she has written to all of the Councilmembers. She believes passing the resolution for Law Enforcement will signal bad stuff.

She is concerned for the people of color in the City. She would like to see the City establish a Community Task Force.

Jessica Wadhams. Ms. Wadhams stated that she believes the resolution for Law Enforcement brings little value. She stated that the national temperament is not good.

Kari. Kari stated she was a mother of school age kids. She stated that the Resolution is just words and let's open the discussion about it. Would like to use a community-based police task force.

Christine Egelstad. Ms. Egelstad stated that she supports the Lake Stevens Police Department and Chief Dyer.

Shaelynn Charvet-Bates. Ms. Charvet-Bates stated that she is the Chair of the Library Board. She said she has not heard anything more about the library. She requested that the board discuss this at their next meeting in October.

Pam Somers. Ms. Somers stated that the full-time Mayor vote was tabled until October 13, 2020. She said she's concerned with the vote being moved to tonight's agenda.

Jeanne. Jeanne stated she supports the resolution for Law Enforcement. She believes we need to show support for the police officers and families. She also spoke in support of the full-time Mayor position. She said now is the time and its needed in the community.

Melissa Knaak. Ms. Knaak thanked Shaelynn for her comments. She said the Library Board needs to be told about the Sno-Isle matters. She said she fully supports a new library.

Kristin Feters-Walp. Ms. Feters-Walp stated she has lived in the City for 17 years. She believes the Resolution for Law Enforcement needs to be rewritten and that its inflammatory. She also spoke about the library. She said the board was not consulted and the community needs to be brought into the conversation.

Mayor's Business:

Mayor Gailey reported that he met with the City of Everett regarding the water line off of 20th Street. He asked that everyone keep the firefighters fighting the wildfires in their prayers.

Proclamation for National Suicide Prevention and Recovery Month – Mayor Gailey read the proclamation into the record.

Justine McClure, President of the American Foundation of Suicide Prevention, spoke in support of the proclamation.

MOTION. Moved by Councilmember Jorstad, seconded by Councilmember Dickinson to approve the Proclamation for National Suicide Prevention and Recovery Month. The motion passed 7-0-0-0.

Consent Agenda:

MOTION: Moved by Councilmember Daughtry, seconded by Councilmember Fredrick, to approve:

- City Vouchers

- City Council Special Meeting Minutes of August 11, 2020
- City Council Regular Meeting Minutes of August 25, 2020
- Interlocal Agreement with Lake Stevens School District for a School Resources Officers
- Public Works Dump Truck Purchase
- Ordinance No. 1095 Amending Budget Ordinance No. 1079 and including changes to the Organizational Chart

The motion passed 7-0-0-0.

Public Hearing:

Machias Industrial Annexation

Director Wright explained that City Council held a public hearing for the Machias Industrial Annexation on August 25, 2020. After the hearing, Snohomish County did not certify the election based on current property valuations. Staff has met with other landowners potentially interested in joining the annexation petition. Once additional signatures are added, staff will bring a revised petition back to Council for its action or a potential modification of the annexation boundaries. After this point staff will re-submit to Snohomish County.

Council questions related to revenue generated and county indebtedness. Overall revenue for all districts would be at least \$111,000 a year based on property taxes. There is a current stormwater assessment that would continue to be paid by property owners until the bond is paid off.

The public hearing was advertised pursuant to RCW 35A.14.130. To date, no public comments have been received. After the Boundary Review Board has reviewed the annexation, and the County validates the petition, the City Council will have the final decision to annex the property by ordinance.

Director Wright asked the Council to open the public hearing and continue it to another Council meeting since the County has not certified the petition and more names may be added.

Mayor Gailey opened the public hearing at 8:31 p.m.

There were no public comments or questions from the Council.

Mayor Gailey closed the public hearing at 8:31 p.m.

MOTION. Moved by Councilmember Daughtry and seconded by Councilmember Ewing to continue the public hearing to the September 22, 2020 Council Meeting. The motion passed 7-0-0-0.

Action Items:

Legislative Priorities

Mr. Doug Levy presented the City of Lake Stevens 2021 Legislative Agenda Top-Priority Issues at a Glance that was included in the Council packet. The Council discussed these priorities at their previous workshop on September 1, 2020. Council is in agreement with the priorities as presented and thanked Mr. Levy for his service to the City.

MOTION. Moved by Councilmember Ewing, seconded by Councilmember Jorstad to approve the legislative priorities for 2021. The motion passed 7-0-0-0.

Resolution 2020-21 Supporting Law Enforcement

Mayor Gailey stated for the record that he introduced this resolution due to the law enforcement officers being on the front lines. He stated that it's a tough job and we are fortunate to have these officers. He doesn't believe the Resolution is divisive. He further stated that law enforcement gets very few thank you's.

Councilmember Petershagen spoke in favor of the resolution. He cited a line in the resolution that says the City supports police who act ethically and with integrity.

Councilmember Dickinson would like to re-word the resolution to address support for the Lake Stevens Police Department. She wants everyone in the community to feel good about it.

Councilmembers Daughtry said he was sad that a majority of people in the City that do support this resolution are not at the Council meeting tonight. He supports the resolution as written.

Councilmember Fredrick also spoke in support of the resolution. He does not believe the language is divisive.

Councilmember Tageant also spoke in support of the resolution. He stated that its hard to make everyone happy. He appreciates all the comments tonight but will be voting in favor of the resolution.

Councilmember Jorstad stated that she appreciated the comments. She believes the resolution is divisive. She stated that she wants to elevate the voices that are not being heard. She does support local police but can't support the resolution as its written.

MOTION. Moved by Councilmember Fredrick and seconded by Councilmember Ewing to approve Resolution 2020-21 Supporting Law Enforcement. The motion passed 5-2-0-0 with Councilmember Dickinson and Councilmember Jorstad opposed.

MOTION. Moved by Councilmember Ewing and seconded by Councilmember Fredrick to approve going past 9:00 p.m. The motion passed 7-0-0-0.

MOTION. Moved by Councilmember Jorstad to move the Sno-Isle discussion and the full-time Mayor discussion to the next meeting. The motion failed due to the lack of a second.

Due to the lateness of the hour, the Sno-Isle discussion will be moved to the September 15, 2020 Council Meeting.

Full-time Mayor Position.

MOTION. Moved by Councilmember Ewing and seconded by Councilmember Daughtry to approve Ordinance 1093 for a Full-time Mayor Position.

Councilmember Jorstad stated that she would still like to discuss the best timing for this.

Councilmember Dickinson asked a process question about this being added to the agenda.

Councilmember Tageant stated that procedure was followed.

The motion passed 5-2-0-0 with Councilmember Dickinson and Councilmember Jorstad opposed.

Citizen Comments:

Stephanie Steele. Ms. Steele stated she was disappointed with the last-minute decision on the full-time Mayor position. She doesn't believe the citizens were given notice. She is not happy with this decision in the middle of a pandemic.

Earl Gray. Mr. Gray stated that he spoke about this previously. He believes this decision should not have been done 8 months into the year.

John Lovick. Mr. Lovick spoke about the Sno-Isle Library and would like to have serious discussions on the Sno-Isle library in the City.

Jessica Wadhams. Ms. Wadhams stated that she was disappointed in the full-time Mayor decision tonight. She stated it was a part-time position originally.

Jeanne. Jeanne stated that the City is at a crossroads. The full-time Mayor topic has been discussed at several meetings. The City needs a full-time Mayor.

Lauren. Lauren stated that the full-time Mayor vote was self-serving, and she was disgusted.

Kristin. Kristin stated that she was disappointed in the Council tonight.

Helen. Helen stated that she didn't believe the Council was listening to the comments on the Resolution for Law Enforcement. She believes the Council was dismissive tonight.

Lindsay. Lindsay said she believes the Council was dismissive tonight. She told the Council that they will be hearing from her again.

Kari. Kari asked how the Council is getting information out to the community. She asked if there was a public bulletin board. She asked the Council to consider this for residents who are not good at using the internet.

Sue Fernald. Ms. Fernald stated that communication is number one. She would like to see more communication efforts for the elderly.

Melissa Knaak. Ms. Knaak asked the Council to take their time to listen to their community.

Adjourn:

Moved by Councilmember Jorstad, seconded by Councilmember Fredrick, to adjourn the meeting at 9:47 p.m. The motion passed (7-0-0-0).

Brett Gailey, Mayor

Kelly M. Chelin, City Clerk



LAKE STEVENS CITY COUNCIL
STAFF REPORT

Council Agenda

Date: September 22, 2020

Subject: Professional Services Agreement with Outcomes by Levy for Government Affairs Services

Contact

Person/Department: Gene Brazel, City Administrator **Budget Impact:** \$57,600 plus expenses

RECOMMENDATION(S)/ACTION REQUESTED OF COUNCIL: **Authorize the Mayor to sign the Professional Services Agreement with Outcomes by Levy in an amount not to exceed \$57,600 plus customary reimbursable expenses.**

SUMMARY/BACKGROUND: \

The City began working with Outcomes by Levy in October 2013 to assist the City in retaining the SR9/204 project in the transportation package, identify capital project requests and grant funding opportunities for additional capital projects, and to assist the City to keep informed about issues in the legislative arena and has continued to work with Outcomes by Levy in since that time. With the assistance of Outcomes by Levy, the City has been very successful in securing grant and project funds, including for the downtown Civic Center, SR 9/204 and the roundabout at SR 9 and South Lake Stevens Road. The scope of work for the coming year is expanded to include assistance with grant writing and federal lobbying.

ATTACHMENTS:

- Exhibit A: Professional Services Agreement

**PROFESSIONAL SERVICES AGREEMENT BETWEEN
CITY OF LAKE STEVENS, WASHINGTON
AND OUTCOMES BY LEVY, LLC
FOR CONSULTANT SERVICES**

THIS AGREEMENT ("Agreement") is made and entered into by and between the City of Lake Stevens, a Washington State municipal corporation ("City"), and Outcomes by Levy, a Washington Limited Liability Corporation ("Consultant").

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

ARTICLE I. PURPOSE

The purpose of this Agreement is to provide the City with consultant services regarding lobbying services as described in Article II. The general terms and conditions of the relationship between the City and the Consultant are specified in this Agreement.

ARTICLE II. SCOPE OF SERVICES

The Scope of Services is attached hereto as **Exhibit "A"** and incorporated herein by this reference ("Scope of Services"). All services and materials necessary to accomplish the tasks outlined in the Scope of Services shall be provided by the Consultant unless noted otherwise in the Scope of Services or this Agreement. All such services shall be provided in accordance with the standards of the Consultant's profession.

ARTICLE III. OBLIGATIONS OF THE CONSULTANT

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

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

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

In the event that the Consultant shall default on this Agreement or in the event that this Agreement shall be terminated prior to its completion as herein provided, all work product of the Consultant, along

with a summary of work as of the date of default or termination, shall become the property of the City. Upon request, the Consultant shall tender the work product and summary to the City. Tender of said work product shall be a prerequisite to final payment under this Agreement. The summary of work done shall be prepared at no additional cost to the City.

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

III.3 TERM. The term of this Agreement shall commence upon full signing and shall terminate at midnight, September 30, 2021. The parties may extend the term of this Agreement by written mutual agreement.

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

III.5 EMPLOYMENT.

a. The term "employee" or "employees" as used herein shall mean any officers, agents, or employee of the Consultant.

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

c. Consultant represents, unless otherwise indicated below, that all employees of Consultant that will provide any of the work under this Agreement have not ever been retired from a Washington State retirement system, including but not limited to Teacher (TRS), School District (SERS), Public Employee (PERS), Public Safety (PSERS), law enforcement and fire fighters (LEOFF), Washington State Patrol (WSPRS), Judicial Retirement System (JRS), or otherwise. *(Please indicate No or Yes below)*

☒ No employees supplying work have ever been retired from a Washington state retirement system.

☐ Yes employees supplying work have been retired from a Washington state retirement system.

In the event the Consultant indicates "no", but an employee in fact was a retiree of a Washington State retirement system, and because of the misrepresentation the City is required to defend a claim by the Washington State retirement system, or to make contributions for or on account of the employee, or reimbursement to the Washington State retirement system for benefits paid, Consultant hereby agrees to save, indemnify, defend and hold City harmless from and against all expenses and costs, including reasonable attorney's fees incurred in defending the claim of the Washington State retirement system and from all contributions paid or required to be paid, and for all reimbursement required to the Washington State retirement system. In the event Consultant affirms that an employee providing work has ever retired from a Washington State retirement

system, said employee shall be identified by Consultant, and such retirees shall provide City with all information required by City to report the employment with Consultant to the Department of Retirement Services of the State of Washington.

III.6 INDEMNITY.

a. **Indemnification / Hold Harmless.** Consultant shall defend, indemnify and hold the City, its officers, officials, employees and volunteers harmless from any and all claims, injuries, damages, losses or suits including attorney fees, arising out of or in connection with the performance of this Agreement, except for injuries and damages caused by the sole negligence of the City.

b. Should a court of competent jurisdiction determine that this Agreement is subject to RCW 4.24.115, then, in the event of liability for damages arising out of bodily injury to persons or damages to property caused by or resulting from the concurrent negligence of the Consultant and the City, its officers, officials, employees, and volunteers, the Consultant's liability, including the duty and cost to defend, hereunder shall be only to the extent of the Consultant's negligence.

c. It is further specifically and expressly understood that the indemnification provided herein constitutes the Consultant's waiver of immunity under Industrial Insurance, Title 51 RCW, solely for the purposes of this indemnification. This waiver has been mutually negotiated by the parties.

d. **Public Records Requests.**
In addition to Paragraph IV.3 b, when the City provides the Consultant with notice of a public records request per Paragraph IV. 3 b, Consultant agrees to save, hold harmless, indemnify and defend the City its officers, agents, employees and elected officials from and against all claims, lawsuits, fees, penalties and costs resulting from the consultant's violation of the Public Records Act RCW 42.56, or consultant's failure to produce public records as required under the Public Records Act.

e. The provisions of this section III.6 shall survive the expiration or termination of this agreement.

III.7 INSURANCE.

a. **Insurance Term**
The Consultant shall procure and maintain insurance, as required in this Section, without interruption from commencement of the Contractor's work through the term of the contract and for thirty (30) days after the Physical Completion date, unless otherwise indicated herein

b. **No Limitation**
Consultant's maintenance of insurance as required by the agreement shall not be construed to limit the liability of the Consultant to the coverage provided by such insurance, or otherwise limit the City's recourse to any remedy available at law or in equity.

c. **Minimum Scope of Insurance - Consultant shall obtain insurance of the types described 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.

- (2) Commercial General Liability insurance shall be written at least as broad on ISO occurrence form CG 00 01 and shall cover liability arising from premises, operations, independent contractors, products-completed operations, stop gap liability, personal injury and advertising injury, and liability assumed under an insured contract. The Commercial General Liability insurance shall be endorsed to provide a per project general aggregate limit using ISO form CG 25 03 05 09 or an equivalent endorsement. There shall be no exclusion for liability arising from explosion, collapse or underground property damage. The City shall be named as an additional insured under the Consultant's Commercial General Liability insurance policy with respect to the work performed for the City using an additional insured endorsement CG 20 10 10 01 and Additional Insured-Completed Operations endorsement CG 20 37 10 01 or substitute endorsements providing at least as broad coverage.
- (3) Workers' Compensation coverage as required by the Industrial Insurance laws of the State of Washington.
- (4) Professional Liability insurance appropriate to the Consultant's profession.

d. **The minimum insurance limits shall be as follows:**
Consultant shall maintain the following insurance limits:

- (1) Comprehensive General Liability. Insurance shall be written with limits no less than \$1,000,000 each occurrence, \$2,000,000 general aggregate and \$2,000,000 products-completed operations aggregate limit.
- (2) Automobile Liability. \$1,000,000 combined single limit per accident for bodily injury and property damage.
- (3) Workers' Compensation. Workers' compensation limits as required by the Workers' Compensation Act of Washington.
- (4) Professional Liability/Consultant's Errors and Omissions Liability. \$1,000,000 per claim and \$1,000,000 as an annual aggregate.

e. **Notice of Cancellation.** In the event that the Consultant receives notice (written, electronic or otherwise) that any of the above required insurance coverage is being cancelled and/or terminated, the Consultant shall immediately (within forty-eight (48) hours) provide written notification of such cancellation/termination to the City.

f. **Acceptability of Insurers.** Insurance is to be placed with insurers with a current A.M. Best rating of not less than A:VII.

g. **Verification of Coverage.** In signing this agreement, the Consultant is acknowledging and representing that required insurance is active and current. Consultant shall furnish the City with original certificates and a copy of the amendatory endorsements, including

but not necessarily limited to the additional insured endorsement, evidencing the insurance requirements of the Consultant before commencement of the work. Further, throughout the term of this Agreement, the Consultant shall provide the City with proof of insurance upon request by the City.

h. **Insurance shall be Primary - Other Insurance Provision.** The Consultant's insurance coverage shall be primary insurance as respect the City. The Consultant's Automobile Liability and Commercial General Liability insurance policies are to contain, or be endorsed to contain that they shall be primary insurance as respect the City. Any Insurance, self-insurance, or self-insured pool coverage maintained by the City shall be excess of the Consultant's insurance and shall not contribute with it.

i. **Failure to Maintain Insurance.** Failure on the part of the Consultant to maintain the insurance as required shall constitute a material breach of contract, upon which the City may, after giving five business days' notice to the Consultant to correct the breach, immediately terminate the contract or, at its discretion, procure or renew such insurance and pay any and all premiums in connection therewith, with any sums so expended to be repaid to the City on demand, or at the sole discretion of the City, offset against funds due the Consultant from the City.

j. **Public Entity Full Availability of Consultant Limits.** If the Consultant maintains higher insurance limits than the minimums shown above, the Public Entity shall be insured for the full available limits of Commercial General and Excess or Umbrella liability maintained by the Consultant, irrespective of whether such limits maintained by the Consultant are greater than those required by this contract or whether any certificate of insurance furnished to the Public Entity evidences limits of liability lower than those maintained by the Consultant.

k. **Subcontractors' Insurance.** The Contractor shall cause each and every Subcontractor to provide insurance coverage that complies with all applicable requirements of the Contractor-provided insurance as set forth herein, except the Contractor shall have sole responsibility for determining the limits of coverage required to be obtained by Subcontractors. The Contractor shall ensure that the Public Entity is an additional insured on each and every Subcontractor's Commercial General liability insurance policy using an endorsement as least as broad as ISO CG 20 10 10 01 for ongoing operations and CG 20 37 10 01 for completed operations.

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

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

III.10 LEGAL RELATIONS. The Consultant shall comply with all federal, state and local laws and ordinances applicable to work to be done under this Agreement. The Consultant represents that the firm and all employees assigned to work on any City project are in full compliance with the statutes of the State of Washington governing activities to be performed and that all personnel to be assigned to the work required under this Agreement are fully qualified and properly licensed to perform the work to which they will be assigned. This Agreement shall be interpreted and construed in accordance with the laws of Washington. Venue for any litigation commenced relating to this Agreement shall be in Snohomish County Superior Court.

III.11 INDEPENDENT CONTRACTOR.

a. The Consultant and the City understand and expressly agree that the Consultant is an independent contractor in the performance of each and every part of this Agreement. The Consultant expressly represents, warrants and agrees that his status as an independent contractor in the performance of the work and services required under this Agreement is consistent with and meets the six-part independent contractor test set forth in RCW 51.08.195 or as hereafter amended. The Consultant, as an independent contractor, assumes the entire responsibility for carrying out and accomplishing the services required under this Agreement. The Consultant shall make no claim of City employment nor shall claim any related employment benefits, social security, and/or retirement benefits.

b. The Consultant shall be solely responsible for paying all taxes, deductions, and assessments, including but not limited to federal income tax, FICA, social security tax, assessments for unemployment and industrial injury, and other deductions from income which may be required by law or assessed against either party as a result of this Agreement. In the event the City is assessed a tax or assessment as a result of this Agreement, the Consultant shall pay the same before it becomes due.

c. The City may, during the term of this Agreement, engage other independent contractors to perform the same or similar work that the Consultant performs hereunder.

d. Prior to commencement of work, the Consultant shall obtain a business license from the City.

III.12 CONFLICTS OF INTEREST. The Consultant agrees to and shall notify the City of any potential conflicts of interest in Consultant's client base and shall obtain written permission from the City prior to providing services to third parties where a conflict or potential conflict of interest is apparent. If the City determines in its sole discretion that a conflict is irreconcilable, the City reserves the right to terminate this Agreement.

III.13 CITY CONFIDENCES. The Consultant agrees to and will keep in strict confidence, and will not disclose, communicate or advertise to third parties without specific prior written consent from the City in each instance, the confidences of the City or any information regarding the City or services provided to the City.

III.14 SUBCONTRACTORS/SUBCONSULTANTS.

a. The Consultant shall be responsible for all work performed by subcontractors/subconsultants pursuant to the terms of this Agreement.

b. The Consultant must verify that any subcontractors/subconsultants they directly hire meet the responsibility criteria for the project. Verification that a subcontractor/subconsultant has proper license and bonding, if required by statute, must be included in the verification process. The Consultant will use the following Subcontractors/Subconsultants or as set forth in Exhibit ____:

N/A

c. The Consultant may not substitute or add subcontractors/subconsultants without the written approval of the City.

d. All Subcontractors/Subconsultants shall have the same insurance coverages and limits as set forth in this Agreement and the Consultant shall provide verification of said insurance coverage.

ARTICLE IV. OBLIGATIONS OF THE CITY

IV.1 PAYMENTS.

a. The Consultant shall be paid by the City for services rendered under this Agreement as described in the Scope of Services and as provided in this section and shall be \$4,800 per month plus reimbursable expenses for customary travel and in-session items including mileage, meals, parking overnight hotel stays and conferences/special events for which the City requests attendance. Legislative expenses shall be prorated with other clients of the Consultant to the maximum extent practicable. In no event shall the compensation paid to Consultant under this Agreement exceed \$57,600 without the written agreement of the Consultant and the City. Such payment shall be full compensation for work performed and services rendered and for all labor, materials, supplies, equipment and incidentals necessary to complete the work. In the event the City elects to expand the scope of services from that set forth in Exhibit A, the City shall pay Consultant a mutually agreed amount.

b. The Consultant shall submit a monthly invoice to the City for services performed in the previous calendar month in a format acceptable to the City. The Consultant shall maintain time and expense records and provide them to the City upon request.

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

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

IV.3 MAINTENANCE/INSPECTION OF RECORDS.

a. The Consultant shall maintain all books, records, documents and other evidence pertaining to the costs and expenses allowable under this Agreement in accordance with generally accepted accounting practices. All such books and records required to be maintained by this Agreement shall be subject to inspection and audit by representatives of the City and/or the Washington State Auditor at all reasonable times, and the Consultant shall afford the proper

facilities for such inspection and audit. Representatives of the City and/or the Washington State Auditor may copy such books, accounts and records where necessary to conduct or document an audit. The Consultant shall preserve and make available all such books of account and records for a period of three (3) years after final payment under this Agreement. In the event that any audit or inspection identifies any discrepancy in such financial records, the Consultant shall provide the City with appropriate clarification and/or financial adjustments within thirty (30) calendar days of notification of the discrepancy.

b. Public Records.

The parties agree that this Agreement and records related to the performance of the Agreement are with limited exception, public records subject to disclosure under the Public Records Act RCW 42.56. Further, in the event of a Public Records Request to the City, the City may provide the Consultant with a copy of the Records Request and the Consultant shall provide copies of any City records in Consultant's possession, necessary to fulfill that Public Records Request. If the Public Records Request is large the Consultant will provide the City with an estimate of reasonable time needed to fulfill the records request.

ARTICLE V. GENERAL

V.1 NOTICES. Notices to the City and Consultant shall be sent to the following addresses:

To the City:

City of Lake Stevens
Attn: City Clerk
Post Office Box 257
Lake Stevens, WA 98258

To the Consultant:

Outcomes by Levy, LLC
Attn: Doug Levy
15619 NE 62nd Place
Kenmore, WA 98028

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

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

If this Agreement is terminated in its entirety by the City for its convenience, the City shall pay the Consultant for satisfactory services performed through the date of termination in accordance with payment provisions of Section IV.1.

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

V.4 EXTENT OF AGREEMENT/MODIFICATION. This Agreement, together with attachments or addenda, represents the entire and integrated Agreement between the parties and supersedes all prior negotiations, representations, or agreements, either written or oral. This Agreement may be amended, modified or added to only by written instrument properly signed by both parties.

V.5 SEVERABILITY.

a. If a court of competent jurisdiction holds any part, term or provision of this Agreement to be illegal or invalid, in whole or in part, the validity of the remaining provisions shall

not be affected, and the parties' rights and obligations shall be construed and enforced as if the Agreement did not contain the particular provision held to be invalid.

b. If any provision of this Agreement is in direct conflict with any statutory provision of the State of Washington, that provision which may conflict shall be deemed inoperative and null and void insofar as it may conflict, and shall be deemed modified to conform to such statutory provision.

V.6 NONWAIVER. A waiver by either party hereto of a breach by the other party hereto of any covenant or condition of this Agreement shall not impair the right of the party not in default to avail itself of any subsequent breach thereof. Leniency, delay or failure of either party to insist upon strict performance of any agreement, covenant or condition of this Agreement, or to exercise any right herein given in any one or more instances, shall not be construed as a waiver or relinquishment of any such agreement, covenant, condition or right.

V.7 FAIR MEANING. The terms of this Agreement shall be given their fair meaning and shall not be construed in favor of or against either party hereto because of authorship. This Agreement shall be deemed to have been drafted by both of the parties.

V.8 GOVERNING LAW. This Agreement shall be governed by and construed in accordance with the laws of the State of Washington.

V.9 VENUE. The venue for any action to enforce or interpret this Agreement shall lie in the Superior Court of Washington for Snohomish County, Washington.

V.10 COUNTERPARTS AND SIGNATURES. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same Agreement. Digital, electronic, and PDF signatures will constitute an original in lieu of the "wet" signature.

V.11 AUTHORITY TO BIND PARTIES AND ENTER INTO AGREEMENT. The undersigned represent that they have full authority to enter into this Agreement and to bind the parties for and on behalf of the legal entities set forth below.

DATED this ____ day of September 2020.

CITY OF LAKE STEVENS

OUTCOMES BY LEVY, LLC

Brett Gailey, Mayor

Doug Levy

Approved as to Form:

Greg Rubstello, City Attorney

Exhibit A

Scope of Services

Doug Levy will work on the following priorities and issue areas for the City of Lake Stevens:

U.S. 2 Trestle

- Assist City with legislative, funding, and regulatory issues related to U.S. 2 Trestle westbound improvements and ultimate replacement – with a particular eye toward including funding in the next state revenue package.

Other Transportation Projects and Transportation Funding, Local Options

- Seek \$1 million in 20th Street and Main intersection improvements in next transportation revenue package;
- Seek \$3 million for South Lake Stevens Road multi-use trail extensions, and \$2.5 million for extending the downtown multi-use path to the south and northwest, in next transportation revenue package;
- Assist with ensuring direct distribution of new fuel tax funds for cities and counties; enhanced funding for critical grant programs; funding for local culvert removal projects; and authority for new local funding options, in next transportation revenue package.

Capital Budget/Civic Center

- Assist City in seeking \$2.1 million to help fund the next stage of the multi-phase Civic Center redevelopment, allowing for construction of a new “festival street” paralleling Main Street.

Other Priority and Key Issues

- Work to protect state-shared revenues against state budget cuts and assist with efforts to provide Lake Stevens and other cities with more flexibility in how they use existing state revenues – especially during and soon after the COVID-19 pandemic;
- Support policing reforms to enhance training and add mental health funding, but urging lawmakers not to impose new mandates on local law enforcement agencies without the necessary funding to implement them;
- Support efforts to provide new economic development recruitment and retention tools for local communities, such as a Tax Increment Financing (TIF) type tool;
- Support Basic Law Enforcement Academy funding requests;
- Support efforts to provide rental assistance and affordable housing to those in need.

2021 Legislative Agenda Preparation/Implementation/Follow-up

- Work with Mayor, City Administration, and City Councilmembers on development and adoption of a 2021 Legislative Agenda outlining priority, support/oppose, and ‘track/monitor’ issues

- Assist the City with scheduling and coordinating meetings with 44th District state lawmakers to prepare for the 2021 Session;
- Schedule, coordinate, and conduct meetings with other key state legislators – including Committee Chairs and Ranking Members – as needed to further 2021 priority items;
- Testify as necessary on Lake Stevens’ behalf with regard to bills and budget items of importance;
- Prepare testimony for Mayor, Councilmembers, and City staff as necessary;
- Organize meetings for the Mayor and Councilmembers during the planned “City Legislative Action Conference” in 2021;
- Prepare weekly reports for the City to be provided each Monday morning during 2021 Session;
- Provide a post-Session report to the Lake Stevens City Council.

Federal Representation

- Assist City in identifying opportunities to secure new funding for the U.S. 2 Trestle;
- Assist City in identifying and securing funding for “stimulus” projects in the event Congress pursues a stimulus package, as a COVID-19 recovery strategy, in 2021;
- Assist City in supporting and helping with legislation and funding requests on items such as affordable housing; parks/recreation/trails; general infrastructure; broadband infrastructure.

Other Ongoing Work and Duties

- Provide cities with a weekly schedule during interim months, as needed (and post-COVID);
- Track and participate in interim meetings that impact the City, including but not limited to:
 - ✓ Snohomish County Committee for Improved Transportation (SCCIT);
 - ✓ Association of Washington Cities and AWC/City Lobbyists meetings;
 - ✓ Interim hearings of Legislative Committees;
 - ✓ Joint Transportation Committee meetings;
 - ✓ Agency meetings, rule-makings that may impact the City;
 - ✓ City of Lake Stevens policy meetings – as needed and as schedule allows.

Grant and Loan Opportunities

- Actively assist Mayor and City staff in identifying/selecting grant and loan opportunities which are feasible and viable to pursue;
- Help ensure city is regularly applying for – or at the very least evaluating – a series of grant funding and loan funding opportunities, including but not limited to:
 - ✓ Transportation Improvement Board (TIB);
 - ✓ Regional Mobility Grants;
 - ✓ Safe Routes to School and Pedestrian-Bicycle Safety grants;
 - ✓ Economic Development and Infrastructure grants and loans including Public Works Assistance Account, Community Economic Revitalization Board, and others;
 - ✓ Washington Wildlife and Recreation Program (WWRP), Youth Athletic Facilities (YAF), and Aquatic Lands Enhancement Account (ALEA) grants;
 - ✓ Stormwater Financial Assistance Program;
 - ✓ Broadband grants.



This page left blank intentionally



LAKE STEVENS CITY COUNCIL
STAFF REPORT

Council Agenda Date: September 22, 2020

Subject: Ordinance 1096 Final Mobile Vending Unit Regulations (LUA2020-0069)

Contact Person/Department:	Jill Needham, Assistant Planner Russ Wright, CD Director	Budget Impact:	None
-----------------------------------	---	-----------------------	------

RECOMMENDATION(S)/ACTION REQUESTED OF COUNCIL:

1. Public Hearing and First and Final Reading for Ordinance 1096 related to the municipal code amendments for mobile food vending unit regulations (LUA2020-0069).
2. **Motion to approve Ordinance 1096:** An ordinance of the City of Lake Stevens, repealing Ordinance 1090 and amending the Lake Stevens Municipal Code Chapter 14.08 Basic Definitions and Interpretations and Chapter 14.44 Supplementary Use Regulations.

SUMMARY:

Public Hearing and First and Final Reading of Ordinance 1096 (**Exhibit 1**) related to the municipal code amendments for mobile food vendor regulations (LUA2020-0069).

BACKGROUND/HISTORY:

Interim mobile vending unit regulations were adopted under ordinance 1090 and are currently in effect. The attached ordinance repeals and replaces Ordinance 1090. The final ordinance streamlines and simplifies permitting requirements for mobile food vendors and reduces application fees. Primary changes follow:

- Added definition for Mobile Food Preparation Vehicle in Chapter 14.08, as defined by the IFC.
- Added 14.44.085(b) (1), requiring Fire approval for all Mobile Food Preparation Vehicles operating within the City, even those associated with events.
- Staff has removed requirements for a wastewater/grease disposal plan, proof of L&I approval, and specific trash receptacle requirements as the Snohomish Health District has many identical regulations and permit submittal requirements.
- Insurance requirements added, as shown in 14.44.085(c)(9) per City attorney recommendation.
- Added 14.44.085(d)(5), requiring Fire District approval.
- Limits vending from public right-of-way on arterials and highways.
- Renamed 'Concession Agreement' in 14.44.085 (e) to 'Public Property Use Agreement' to better reflect the intent.
- The minimum distance a vendor may operate from an existing brick-and-mortar restaurant without the owner's permission has been reduced to 150 feet. Language outlining the measurement method has been added.

The SEPA official issued a SEPA DNS; staff sent the proposed amendments out for agency review and comment. Commerce has granted expedited review.

Staff briefed the Planning Commission on August 5, 2020. The Planning Commission held a public hearing on August 5, 2020 and found the proposed municipal code amendments to be consistent with LSMC 14.16C.075(f) and has submitted a recommendation to the City Council with its findings and conclusions for approval. A revised Planning Commission Recommendation Letter is attached (**Exhibit 2**).

The City Council was briefed on August 25, 2020. At its briefing, councilmembers had questions about the process and fees for Fire Department approval. Staff has made additions to the code to ensure compliance with the International Fire Code (IFC). According to Fire Marshal Mike Fitzgerald, Fire approval will be required for all Mobile Food Preparation Vehicles operating within the City. After the latest edition of the IFC is adopted in February 2021, Fire will inspect each food truck annually unless the state develops a process for a food preparation vehicles to be inspected in any jurisdiction and have reciprocal city approval under State law. Currently, the State does not allow one jurisdiction to inspect food vehicles on behalf of another jurisdiction. Fire Marshal Fitzgerald has conveyed support for no-fee operational Fire Department permits and inspections.

The current Fees Resolution has also been amended to reflect the new proposed fees. The initial application fee is \$75 and each subsequent license renewal is listed at \$40. See amended Fees Resolution and accompanying staff report based on actual staff time spent processing the applications.

APPLICABLE CITY POLICIES: Chapters 14.08 and 14.44 of the Lake Stevens Municipal Code

BUDGET IMPACT: There is not a budget impact.

EXHIBITS (attached):

Exhibit 1 – Ordinance 1096

Exhibit 2 – Planning Commission Recommendation Letter

CITY OF LAKE STEVENS
LAKE STEVENS, WASHINGTON

ORDINANCE NO. 1096

AN ORDINANCE OF THE CITY OF LAKE STEVENS, WASHINGTON, CONCERNING MOBILE FOOD VENDING UNITS (ALSO KNOWN AS FOOD TRUCKS OR FOOD CARTS); ADOPTING FINDINGS OF FACT, DEFINITIONS, AND REGULATIONS REPLACING INTERIM REGULATIONS FOR MOBILE VENDING UNITS ADOPTED IN ORDINANCE 1090; PROVIDING FOR SEVERABILITY, EXPIRATION AND AN EFFECTIVE DATE; AND REPEAL OF ORDINANCE NO. 1090.

WHEREAS, City Council directed staff to create a code amendment to allow mobile food vendors within the City of Lake Stevens.

WHEREAS, the City wishes to promote economic vitality, support local entrepreneurs, and increase food options while protecting the public health and welfare

WHEREAS, an interim mobile food vending ordinance pursuant to RCW 36.70A.390 was passed by City Council on May 26, 2020.

WHEREAS, this ordinance provides for public safety by complying with the current International Fire Code.

WHEREAS, on July 28, 2020, the City's SEPA Responsible Official complied with the State Environmental Policy Act (SEPA) by issuing a SEPA Determination of Non-Significance, complying with SEPA's procedural requirements; and

WHEREAS, on August 4, 2020 the proposed amendments contained herein were transmitted to the State Department of Commerce as required by law and the Department of Commerce granted expedited review of the proposed code amendments; and

WHEREAS, this ordinance satisfies the procedural and substantive requirements of and is consistent with the GMA; and

WHEREAS, this permanent ordinance shall supersede Interim Ordinance 1090.

THE CITY COUNCIL OF THE CITY OF LAKE STEVENS, WASHINGTON, ORDAINS AS FOLLOWS:

Section 1. Findings. The City Council hereby adopts the recitals expressed above as findings in support of this ordinance.

Section 3. Definitions Added. Lake Stevens Municipal Code 14.08.010 is hereby amended for the term of this ordinance. Underlines represent insertions.

Mobile Food Preparation Vehicle. Vehicles that contain cooking equipment that produce smoke or grease-laden vapors or utilize LP-gas systems or CNG systems for the purpose of preparing and serving food to the public. Vehicles intended for private recreation shall not be considered mobile food preparation vehicles.

Mobile Food Vendor. A seller of prepackaged or prepared food from a food preparation van, truck, cart or other vehicle of conveyance, whether upon private property, the public right-of-way, or other public property.

Mobile Sales and Delivery. A business where employees or contractors provide mobile sales of goods and services of that includes ice cream trucks, mobile delivery, peddlers, and similar uses. Mobile sales and delivery do not include mobile food vendors or mobile food vendors, or mobile food vending units as defined separately.

Mobile Vending Unit. A mobile food preparation van, truck, trailer, cart, or other vehicle of conveyance used for the sale of food prepackaged or prepared food.

Section 4. Section Repealed. Lake Stevens Municipal Code 14.44.400 Sales of Food from Stationary Motor Vehicles on City-Owned Property is hereby repealed from the municipal code.

Section 5. Section Repealed. Lake Stevens Municipal Code 14.44.410 Sales of Food from Stationary Vehicles on Property Not Owned by the City is hereby repealed from the municipal code.

Section 6. Section Amended. Lake Stevens Municipal Code 14.44.080 Mobile Sales and Delivery is hereby amended for the term of this ordinance, to read:

Mobile sales (excluding mobile food vendors) and delivery (Class 2.300 uses) is permitted in all zones. Review will occur annually in conjunction with a business license renewal.

Section 7. Section Amended. Table 14.40-I Table of permissible uses is hereby amended to include modified and new uses, for the term of this ordinance, as follows. Underlines represent insertions and strikethroughs represent deletions. All other sections of Table 14.40-I remain in effect.

	USE DESCRIPTIONS	R4	WR	R6	R8-12	MFR	LB	MU	PBD	LI	GI	P/SP
2.300	Mobile Sales and Delivery (Vending Carts, (Ice Cream Trucks, Mobile Delivery, Peddlers, and Similar Uses) (See Section 14.44.080) ²	P	P	P	P	P	P	P	P	P	P	P
2.310	Mobile Food Vending Units (Food trucks or similar vehicles, Vending Carts)						P	P	P	P	P	P

Section 8. Zoning Regulations. Lake Stevens Municipal Code section 14.44.085 Mobile Food Vendors is hereby adopted for the term of this ordinance, to read as follows:

- (a) Purpose. The purpose of this section is to support local entrepreneurs, stimulate economic vitality, and provide regulations that protect public health and safety associated with the operation of mobile food vendors.
- (b) License Required. To operate a mobile food vendor unit a city business license and mobile food vending license are required. All licenses for mobile food vendors shall be valid for one calendar year.
 - (1) No licenses shall be required for mobile food vendors exempt from a business license under LSMC 4.04.040 or associated with a city authorized event, except that 14.44.085(d)(5) still applies.
 - (2) All mobile food vendor licenses shall be prominently displayed upon all carts, vehicles or locations from which a mobile food vendor sells products.

- (c) Application. The submittal requirements for mobile food vending license review shall include the following:
- (1) Mobile Food Vendor Addendum Application
 - (2) A site plan depicting the following:
 - (i) Vehicle ingress and egress;
 - (ii) Location of the mobile vending unit, signs, and accessory equipment such as tables and canopies, if any; and
 - (iii) Site conditions including property parcel lines, parking, and buildings.
 - (3) Photograph of the vending unit, proposed signs, and any accessory equipment.
 - (4) Copy of Snohomish Health District Permit.
 - (5) Evidence of current Washington vehicle registration.
 - (6) Written permission from the property owner for each proposed location the mobile food vendor proposes to conduct sales of food. This includes written permission from the property owner for employees of the vending unit to use the property owner's restroom.
 - (7) Certificate of public liability insurance in an amount not less than \$500,000 for injuries, including those resulting in death, resulting from any one occurrence, and on account of any one accident; property damage insurance of not less than \$25,000 for damages on account of any one accident or occurrence.
- (d) General Regulations.
- (1) No portion of the vending unit may be used as sleeping quarters.
 - (2) All attachments to the vending unit, including but not limited to signs, lights, overhangs, and awnings shall be maintained in such a manner as to not create a hazard to pedestrians, customers or vehicles.
 - (3) Mobile Food Vendors shall not obstruct sidewalks, streets, access points, fire lanes, or parking lot circulation by either the location of the vending unit, its accessories, or by causing customers to congregate.
 - (4) The mobile vendor shall comply with the standards set forth by the Washington State Department of Labor & Industries for electrical service to the mobile unit. Electrical lines shall not be located overhead or on the ground service in any location in which the public has access.
 - (5) All mobile food preparation vehicles shall possess an operational fire approval prior to operating in the City and shall comply with all Fire District Standards.
 - (6) Trash and other waste.
 - (i) The mobile food vendor shall leave the site clean and vacant each day, including picking up all trash and litter generated by the mobile food vendor's customers within 100-feet of the vending unit.
 - (ii) Trash receptacles not intended for customer use shall be screened from public view and securely covered.
 - (iii) The mobile food vendor shall install and maintain an adequate grease trap in the vending unit.
 - (iv) Grease shall be properly disposed of per adopted Washington State health regulations.

- (v) Wastewater generated by the vending unit shall be disposed of in a proper manner and documented.

(7) The hours of operation for mobile vending are limited to 7:00 a.m. to 11:00 p.m.-

(e) Permitted Locations.

- (1) Mobile food vending units shall be prohibited in any residential zones and abutting rights-of-way.
- (2) Mobile food vending units shall not be located within 150 feet of any restaurant without written permission from the restaurant owner. Distance shall be measured using the shortest possible straight line from the closest edge of the mobile vending unit to the closest edge of the restaurant building on the same side of the street.
- (3) Mobile food vending units are allowed on private properties, in commercial and industrial areas pursuant to Table 14.40-I, and subject to written approval from the owner and the following requirements and restrictions:
 - (i) One portable pop-up tent that does not exceed 120 square feet or up to three tables with beach type umbrellas may be permitted as an accessory to the mobile vending unit. No cooking shall take place under the tent. Umbrellas and canopies must be removed at the end of the day.
 - (ii) Mobile food vendor must obtain restroom use permission for employees from the property owner. Portable restrooms are not permitted on site.
 - (iii) Mobile food vending unit may not diminish required off-street parking for another use.
 - (iv) Vending unit shall conform to the standard front setback for the zoning district.
 - (v) All temporary signage associated with the mobile vending unit shall be limited to 10 square feet.
- (4) Mobile food vending units are allowed on public properties, including parks and street rights-of-way subject to a Public Property Use Agreement, in addition to the license requirements in this section, subject to the following requirements:
 - (i) Customers shall not be served on the street side of the vending unit if parked in the public right of way;
 - (ii) No vending unit, sign, canopy or accessory may be in the sight distance triangle or project into the roadway as to cause a safety hazard; and
 - (iii) No vending unit may vend on any state or federal highway.

(f) Special Events.

- (1) Mobile food vendors may operate part on private and public properties as part of an approved event permit, subject to the following:
 - (i) Management of vendors, such as vendor selection, booth location and products offered shall be the responsibility of the event sponsor. Through the event permit process, the City may regulate the location of vendors to protect the health, safety and general welfare of the public and ensure that the event does not adversely affect the ability of the City to perform its duties and functions.
 - (ii) The event sponsor shall be responsible to ensure that the vendors who prepare food or beverages on or off site, and who intend to sell or serve food or beverage items to the public, have the required insurance policy as required by the City's current insurance provider. Said insurance shall list the City of Lake Stevens as additional insured and will include the endorsement of said policy.

- (iii) The event sponsor shall be responsible to ensure that all food vendors have the necessary permits per the current Snohomish County Health District requirements or other applicable State or County regulatory agency.
- (g) Revocation of permit. A mobile food vendor, permitted pursuant to this section, may have its license revoked, suspended, or denied subject to LSMC 4.04.15 if the City finds:
- (1) The vendor has violated or failed to meet the terms of this section and all other applicable sections of the municipal code or conditions of approval; or
 - (2) The mobile food unit operation is detrimental to the surrounding businesses or to the public due to either appearance or conditions of the stand.

Section 8. Copy to Commerce Department. Pursuant to RCW 36.70A.106(3), the City Clerk will send a copy of the permanent ordinance to the State Department of Commerce for its files within ten (10) days after adoption.

Section 9. Severability. If any section, sentence, clause or phrase of this Ordinance should be held to be unconstitutional by a court of competent jurisdiction, such invalidity or unconstitutionality shall not affect the validity or constitutionality of any other section, sentence, clause or phrase of this Ordinance.

Section 10. Effective Date. This Ordinance shall take effect and be in full force five days after passage and publication of an approved summary consisting of the title. On the effective date of this ordinance, Ordinance No. 1090 shall be repealed in its entirety.

PASSED by the City Council of the City of Lake Stevens this 22nd day of September, 2020.

Brett Gailey, Mayor

ATTEST:

Kelly M. Chelin, City Clerk

APPROVED AS TO FORM:

First and Final Reading: September 22, 2020

Date of Publication: _____

Effective Date: _____

Greg Rubstello, City Attorney



Planning & Community Development

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

August 18, 2020

Lake Stevens City Council
1812 Main Street
Lake Stevens, WA 98258

Subject: **Planning Commission Recommendation – Mobile Vending Unit Regulations**

Dear Council Members:

The Lake Stevens Planning Commission was briefed on proposed code amendment to allow mobile vending units such as food trucks outside of special events. The Planning Commission forwarded a recommendation to City Council to approve the code amendment following the public hearing, review of testimony and deliberation.

Commissioners Present: Chair Davis and Commissioners Cronin, Durer, Hoult, Huxford, Oslund and Welch.

Commissioners Absent: None

PLANNING COMMISSION PUBLIC HEARING

The Lake Stevens Planning Commission held a public hearing on August 5, 2020, to consider a proposed code amendment to allow mobile vending units in Lake Stevens. The proposed changes incorporate feedback from the Council, Planning Commission, the Washington Food Truck Association, the Fire Department, and public commentary.

FINDINGS AND CONCLUSIONS:

The Planning Commission hereby adopts staff's findings and conclusions as outlined in this letter and concludes that the proposed amendments comply with the following:

FINDINGS AND CONCLUSIONS:

1. Compliance with selected Land Use Goals of the Comprehensive Plan

- Economic Development Goal 6.8, Policy 6.8.2 – Support business startups, small businesses and locally owned businesses to help them continue to prosper.
- Economic Development Goal 6.8, Policy 6.8.1 – Promote economic activity and employment growth that creates widely shared prosperity and sustains a diversity of family-wage jobs for the City's residents.

- Land Use Goal 2.3, Policy 2.3.2 – Preserve and promote the character of existing neighborhoods through thoughtful development regulations and standards.
- Land Use Goal 2.3, Policy 2.34 – Maintain development regulations to promote compatibility between uses; retain desired neighborhood character; ensure adequate light, air and open space; protect and improve environmental quality; and manage potential impacts on public facilities and services.
- Parks, Recreation, and Open Space Goal 5.8, Policy 5.81 – Promote the use of local parks through the media, Aquafest, other festivals by providing information as to their availability such as publishing maps showing park locations and their available facilities.

Conclusions – The proposed code amendments are consistent with several Land Use, Economic Development and Parks, Recreation, and Open Space goals.

2. *Compliance with the State Environmental Policy Act (SEPA)(Chapter 97-11 WAC and Title 16 LSMC)*

- Staff prepared an environmental checklist for the proposed code revisions, dated July 28, 2020.
- The SEPA official issued a Determination of Non-significance on July 28, 2020.

Conclusions – The proposed code amendments have met local and state SEPA requirements.

3. *Compliance with the Growth Management Act (RCW 36.70A.106)*

- The City requested expedited review from the Department of Commerce on July 21, 2020 and received an acknowledgment letter on July 21, 2020.
- Staff will file the final ordinance with the Department of Commerce within 10 days of City Council action.

Conclusions – The proposed code amendments have met Growth Management Act requirements.

4. *Public Notice and Comments*

- The City published a Notice of SEPA determination in the Everett Herald on July 28, 2020.
- The City published a Notice of Public Hearing in the Everett Herald on July 22, 2020 and July 29, 2020.
- The City also published the Notice of Public Hearing on its Facebook page and its main website. The Lake Stevens Chamber of Commerce was also sent a copy of the proposed amendments.
- 14 public comments were received. Comments submitted were generally supportive of mobile vending units in Lake Stevens.

Conclusions – The City has met public notice requirements per Chapter 14.16B LSMC.

PLANNING COMMISSION RECOMMENDATION

The Planning Commission unanimously recommended approval of the updated proposed mobile vending unit regulations for City Council action.



This page left blank intentionally



LAKE STEVENS CITY COUNCIL
STAFF REPORT

Council Agenda

Date: September 22, 2020

Subject: Fees Resolution Update- Mobile Food Vending Unit Fees Addition

Contact

Person/Department: Jill Needham, Assistant Planner

Budget

Impact: N/A

RECOMMENDATION(S)/ACTION REQUESTED OF COUNCIL:

Approval of the proposed Fees Resolution 2020-22.

SUMMARY/BACKGROUND:

The Fees Resolution was updated to include fees for Mobile Food Vending Unit licenses and license renewals. Page 5 of the updated fees resolution shows a fee of \$75.00 and an annual review fee of \$40.

BUDGET IMPACT: N/A

ATTACHMENTS:

- Exhibit A: Fees Resolution 2020-22

CITY OF LAKE STEVENS
LAKE STEVENS, WASHINGTON

RESOLUTION NO. 2020-22

**A RESOLUTION OF THE CITY OF LAKE STEVENS, WASHINGTON,
REPEALING RESOLUTION NO. 2019-12 AND ADOPTING AMOUNTS FOR
THE RATES, FEES, AND DEPOSITS FOR VARIOUS SERVICES PROVIDED
AND ACTIONS PERFORMED BY THE CITY AND FINES LEVIED AGAINST
CODE VIOLATORS, TO INCLUDE NEW LAND USE FEES FOR SERVICES
ACTIONS OR PERMITS**

WHEREAS, the City Council, through ordinance, has adopted regulations requiring certain actions and services; and,

WHEREAS, these various ordinances set forth that fees shall be set by resolution, and;

WHEREAS, the cost of providing these various services consistent with applicable codes, regulations, and policies periodically increase or decrease, or certain services or practices are discontinued and fees are no longer needed; and,

WHEREAS, it is the intent of the City of Lake Stevens to charge appropriate fees and charges that are consistent with the services provided and to cover the public cost of providing these various services so that the public is not subsidizing individual benefits derived therefrom; and

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF LAKE STEVENS TO RE-ENACT RESOLUTION 2020-22 AS FOLLOWS: Resolution No. 2019-12 is hereby repealed and the following rates, fees, and deposits for various services provided and actions performed by the city and fines levied against code violators are hereby adopted:

Section 1. Fees and Deposits-General.

- A. Fees. Fees are intended to cover the normal, recurring administrative costs associated with said action, such as secretarial staff time, advertising, mailings, file distribution, etc. and project review. Certain fees may be refundable based on a case by case analysis from the applicable department director and approval of the Finance Director. The applicant is responsible for costs incurred for any portion of project/permit reviewed by a consultant hired by the City for such review.
- B. Payment Due. Fees and deposits are due at the time the action is requested (e.g., at time of application) or occurs (e.g., prior to a specific action). An applicant may pay all fees and deposits of a multi-phased project in advance; however, doing so does not vest applicable fees due. Fees due are those in effect at the time the specific action or phase of an action is requested or occurs.
- C. Late Payment Penalties. If payment is not received within 30 days of the due date specified on the invoice, the amount due shall accrue interest at the rate of 1.5 percent per month, with a maximum monthly interest accrual of \$20.00, from the date the fee became due and the date payment is actually made.
- D. Waivers. Upon petition by the applicant, the Mayor or designee may waive any of the fees or portions thereof, for any non-profit organization that provide services for the necessary support of the poor or infirm, or upon the submittal of a signed and notarized declaration of financial hardship, in the form attached to this resolution.

- E. Concurrent Applications. Concurrent applications requiring land use fees established by this resolution shall be subject to each fee cumulatively as if reviewed separately. There shall be no reduction in fees where more than one type of fee is charged for a project.

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

Table A: Schedule of Land Use Fees

Action/Permit/Determination	Fee (\$)
ADMINISTRATIVE APPROVALS/DETERMINATIONS – TYPE I REVIEW	
Adult Family Home	325
Boundary Line Adjustments	1,000
Changes of Use	Included in Business License Fee
Code Interpretations	150
Eligible Facility Modification	150 for first two hours + 75 per hour for each hour of additional staff time
Lot Status Determination	150 for first two hours + 75 per hour for each hour of additional staff time
Floodplain Development Permit when no Shoreline Exemption is required (may also require SEPA and critical area review fees)	150
Home Occupations	Reviewed as part of business license
Lot Line Consolidation	500
Pasture/Waste Management Plan (LSMC 5.18.040)	
Plan Review Fee	75
Subsequent Plan Modification Review	75/hour
Reasonable Use Exceptions	200+critical areas review
Site Plan Review (for standalone review only)	150 for first two hours + 75 per hour for each hour of additional staff time
Temporary Use	
Temporary Residence (1.700)	125
Temporary Mobile/Modular Public Structures (15.500) in any zone	100
Temporary Structures (23.000)	200
Temporary Encampment (LSMC 14.44.038)	1,250
ADMINISTRATIVE REVIEW (If hearing is requested additional cost for hearing examiner at actual cost)	
Administrative Conditional Use Permit	1,000
Administrative Deviation	150 for first two hours + 75 per hour for each additional hour of staff time
Administrative Review of Model Home	150 for first two hours + 75 per hour for each additional hour of staff time
Administrative Modifications	450
Administrative Variance	1,000
Administrative Review of Small Wireless Facilities	150 deposit for first two hours + 75 per hour for each hour of additional staff time

Action/Permit/Determination	Fee (\$)
ANNEXATIONS	
Submission of 10% Petition	0
Submission of 60% Petition	0
If it goes to BRB hearing	0
ATTORNEY FEES	Applicant pays actual cost charged City plus 35 Administrative fee
APPEALS PER TITLE 14	
To City Council	350
To Hearing Examiner	350+Hearing Examiner cost
To Shoreline Hearings Board	75/hr
BINDING SITE PLANS	6,000
Revision	1,000
CODE ENFORCEMENT – NOTICE OF VIOLATION (Per Ch. 17.20 LSMC)	
Filing Fee to Request Contested Hearing	350
Filing Fee to Request Mitigation Hearing	350
Hearing Examiner Hearing (except for initial open record hearing per LSMC 17.20.080(d))	Hearing Examiner cost
COMPREHENSIVE PLAN AMENDMENTS (including area-wide-rezones)	
Minor Amendment (annual cycle)	2,400
Major Amendment (5-year cycle)	3,500
CONCESSIONS	
Background Check	15
Concession Agreement Review/Administration	150
Damage and Litter Deposit (refundable at end of contract)	100
Lease Rate	5% of revenue
CONDITIONAL USE PERMITS	3,500+ Hearing Examiner cost
CONSTRUCTION PLAN APPROVAL	
Residential developments 1-9 units	1,500 + 100 per lot for first two reviews + each additional review will be charged either: a) 75 per hour staff time; or b) Consultant fees (see below) As determined by the appropriate Department Director
Residential developments 10 or more units	1,500 + 150 per lot for first two reviews + each additional review will be charged either: a) 75 per hour staff time; or b) Consultant fees (see below) As determined by the appropriate Department

Action/Permit/Determination	Fee (\$)
	Director
Commercial and/or non-residential developments	2,000 for first two reviews + each additional review will be charged either: a) 75 per hour staff time; or b) Consultant fees (see below) As determined by the appropriate Department Director
CONSULTANT FEES (when applicable)	Applicant pays actual cost charged City plus 35 Administrative fee
CRITICAL AREA REVIEW	Applicant pays actual cost charged City plus 35 Administrative fee
DESIGN REVIEW	
Design Review – Administrative Decision	450
DEVELOPMENT AGREEMENT	1,400
EDDS DEVIATION REQUEST	150 for first two hours + 75 per hour for each additional hour of staff time
ESSENTIAL PUBLIC FACILITIES (in addition to conditional use permit fees)	
Essential Public Facility	Public participation costs (e.g., mailings, noticing, room rental) +consultant fees +attorney fees
Secure Community Transition Facility	Public participation costs (e.g., mailings, noticing, room rental) +consultant fees +attorney fees
EVENT PERMITS	
Event Level1	75
Event Level 2	225
Event Level 3	300
Event Level 4	1,050
Event Level 4 Deposit	80% of City estimated cost for City services
Event Expedited Review Fee	100
Boat Launch Closure	100/day
Recycle Containers	10/unit deposit 35/unit replacement fee for unreturned or damaged units
IMPACT FEES	
Park Mitigation	
Single-family residences (e.g., single-family residence, duplex and manufactured home)	4,154.92/dwelling unit
Multifamily residences with three or more units	3,004.75/dwelling unit
Multifamily residences and Accessory Dwelling Units with 0-1 bedrooms	1,912.53/dwelling unit
School Mitigation	
Detached Single Family Residence	7,235/dwelling
Duplex/Apartment/Townhouse with 2 or more bedrooms	3,512/dwelling
Duplex/Apartment/Townhouse with 1 or fewer bedrooms	0
Traffic Mitigation	
Traffic Impact Zone 1	2,771/PM peak hour trip
Traffic Impact Zones 2 & 3	3,500/PM peak hour trip

Action/Permit/Determination	Fee (\$)
Impact Fee Adjustment/Deferral Application	150
LAND DISTURBANCE	
Minor Land Disturbance Permits	375
Major Land Disturbance Permits	1,000
Major Land Disturbance Permit with Class IV Forest Practice	1,250
LAND USE CODE AMENDMENTS	3,000
MISCELLANEOUS ACTIONS/ITEMS	
Manufacturing Tax Exemption Application	500
Permit Extension	150
Public Notice Signs Rental Fee	50
Security Administration Fee, per each security	100
Sign Non-Return Charge – If not returned within 7 days of permit approval	10/sign
Tree Replacement Fee In-Lieu (per LSMC 14.76.120(e))	35/tree
Lake Safety Marker – one-time fee for contribution to the Lake Safety Program for buoy purchase.	350
MISCELLANEOUS TASKS	
Miscellaneous Engineering Review (e.g., storm drainage plans for Single-Family Residential & Duplexes, drainage studies, etc.)	75/hr
Miscellaneous Research or other staff time	75/hr
MOBILE FOOD VENDING UNITS	
Initial License Application	75
License Renewals	40
PARK PERMITS	
Park Permit without Picnic Shelter	35
Park Permit is included if Picnic Shelter is rented	0
PLANNED NEIGHBORHOOD DEVELOPMENTS	3,500+Hearing Examiner cost
PRE-APPLICATION CONFERENCE FEE (\$400 credited toward application fee over \$1,000 upon submittal of said application if received within 12 months from date of pre-application conference.)	
Without Consultant Review	400
With Requested Consultant Review (e.g., critical areas consultant, etc.)	400+Consultant fees
RECONSIDERATION OF DECISION by:	
Planning Director	200
City Council	200
Hearing Examiner	100+Hearing Examiner cost
RECORDING FEES	At cost (paid directly to Snohomish County)
REZONES - ZONING MAP AMENDMENTS	
Rezone Minor	500+Hearing Examiner cost
Rezone Major	1,000+Hearing Examiner cost
Action/Permit/Determination	Fee (\$)
RIGHT-OF-WAY	
Right-of-Way Permit	
Individual Residential (outside roadway improvements)	50
All Others	200
Right-of-Way Vacation	1,000

Action/Permit/Determination	Fee (\$)
Road Cuts (required only for pavement cuts where roadway overlay is not required by City)	2 per square foot
SEPA REVIEW (does not include critical areas review, which is a separate fee)	
Planned Action Project Certification Review including SEPA Checklist	750
Review of SEPA Checklist	750
Review of requested studies	75/study per hour 2 hour minimum
Review of requested traffic studies	75 per hour 2 hour minimum
Review of requested drainage studies	75 per hour 2 hour minimum
Environmental Impact Statement (EIS)	75 per hour 10 hour minimum
Addendum	300
SEPA Appeals (to Hearing Examiner)	150+Hearing Examiner cost
SHORELINE PERMITS (may also require SEPA and critical area review fees)	
Mooring Buoy Application	150
Shoreline Conditional Use	1,500+Hearing Examiner cost
Shoreline Exemption	200
Shoreline Exemption with Floodplain Development Permit	300
Shoreline Substantial Development	+Hearing Examiner if requested by public
Related to Single Family Residence	500
Related to Multifamily Residence or Commercial Property	1,500
Related to Subdivision	2,000
Other	2,500
Shoreline Variance	1,500+Hearing Examiner
SIGN PERMITS	
Sign Permit	150+50/sign
Sign Insert replacements (fee applies to replacement cabinet signs with no structural or size modifications)	25
Master Sign Program Permit	450
SUBDIVISIONS (1-9 lots – Short Plat; more than 9 lots – Plat)	
Preliminary Short Plat	4,320
Final Short Plat	765
Final Plat / Short Plat Pre-check and Survey Review	75/hour, 2 hour minimum plus \$1,000 survey deposit
Short Plat Alteration	1,225
Short Plat Vacation	1,225
Preliminary Plat	10,030
Final Plat	1,565 + 100 per lot or unit + Survey Consultant Review cost
Plat Alteration	1,600
Plat Vacation	1,600
Street Signs (per Manual on Uniform Traffic Control Devices)	Purchased & installed by applicant per code & consistent with MUTCD
VARIANCE (Hearing Examiner review)	1,100+Hearing Examiner cost
ZONING CERTIFICATION LETTER	150

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

- A. Washington State Building Codes Adopted. The City of Lake Stevens does hereby incorporate by this reference as though fully set forth the fees from:
1. 2015 edition of the International Building Code (IBC)
 2. 2015 edition of the International Residential Code (IRC)
 3. 2015 edition of the International Mechanical Code including the 2015 International Fuel Code, 2008 National Fire Protection Association 58 (Liquefied Petroleum Gas Code) and 2015 National Fire Protection Association 54 (National Fuel Gas Code)
 4. 2015 edition of the Uniform Plumbing Code
 5. Washington State Barrier Free Regulations (Title 51 WAC)
 6. Current edition of the Washington State Energy Code
 7. 2015 edition of the International Fire Code
 8. Current edition of the Washington State Ventilation & Indoor Air Quality Code
- B. Valuation for Calculating Building Permit Fees shall be determined according to the International Code Council "Building Valuation Data" which is herein incorporated by reference as though fully set forth. The "Building Valuation Data," including modifiers, is found in Building Safety Journal, and is published quarterly by the International Code Council. Subsequent semi-annual revisions of the "Building Valuation Data" shall be automatically incorporated by this reference to be effective immediately following each new publication. Building permit fees shall be based on the formulas contained in Table 1A.

Table 1A: Building Permit Fees

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

C. Plan Review Fees:

Residential:

- New construction & additions: 65% of permit fee using Table 1A
- Repairs & Alterations: \$75.00 per hour (min. 1 hour)
- Basic House Plan Review – see Table B2

Commercial:

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

D. Fire Department Commercial Plan Review.

New or Tenant Improvement Building Permits – Applies to all Occupancies except Group U

Construction Valuation From: To:	Fee
Group R-3 or IRC Dwellings (regardless of valuation)	\$30
\$0 \$1,000	\$30
\$1,001 \$5,000	\$115
\$5,001 \$10,000	\$175
\$10,001 \$20,000	\$200
\$20,001 \$45,000	\$260
\$45,001 \$100,000	\$315
\$100,001 \$250,000	\$430
\$250,001 \$500,000	\$545
\$500,001 \$1,000,000	\$690
\$1,000,001 \$1,500,000	\$775
\$1,500,001 \$2,000,000	\$835
>\$2 million	\$865 plus \$55 per \$500,000 (prorated over \$2 million)

E. Other Inspections and Fees:

See Section II Tables D and E for Sprinkler and Alarm fees.

Inspections outside of normal business hours: \$75/ hour, 2 hour minimum.

Reinspection fees assessed at \$75 per hour (1 hour minimum).

Penalty for commencing work prior to permit issuance: Double permit fee.

Inspections for which no fee is specifically indicated: \$75 /hour (1/2 hour minimum).

Additional plan review required by changes, additions or revisions to plans: \$75/hour.

For use of outside consultants for plan checking and inspections, or both: Actual Costs

F. Miscellaneous Building Permit Fees. Tables B2 and B3 specifies those fees charged for permits to be issued pursuant to the Washington State Building Code and which are not included in the provisions of Subsections A and B:

Table B2: Schedule of Miscellaneous Building Permit Fees

Permit	Fee (\$)		
	Permit	Plan Check	Total
Accessory Structures	Valued as Utility (BVD) See Table 1A for fees	65% of permit fee	Permit fee + plan check fee
BASIC HOUSE PLAN REVIEW			
Initial Plan	See table 1A		
Set-up fee			200
Basic Plan		20% of permit fee per Table 1A	Per Table 1A
State Building Code fee (each residential permit)	\$6.50		\$6.50
Each additional residential unit	\$2.00		\$2.00
Each Commercial permit (per RCW 19.27.085)	\$25.00		\$25.00
Deck	Valued at: \$15/sq.ft. – uncovered \$17/sq.ft. – covered See Table 1A for fees	65% of permit fee	Permit fee + plan check fee
Demolition	\$75		\$75
Dock	Valued at: \$30/sq.ft. See Table 1A for fees	65% of permit fee	Permit fee + plan check fee
Fence/Retaining Wall	\$75	\$75/hr (1 hr min)	\$75 + plan check fee
Manufactured Home Placement ((& Skirting))	\$225		\$225
Certificate of Occupancy	\$100		\$100
Reroof:			
Residential	\$40.00		\$40.00
Residential with sheathing	\$90.00		\$90.00
Commercial	Refer to Table1A	Same as Commercial TI	Permit fee + plan check fee
Adult Family Home	\$150		\$150
Re-inspection	\$75		\$75

BVD = Building Valuation Data February 2019, International Code Council

Table B3: Mechanical and Plumbing Fees

Mechanical Fees		Plumbing Fees	
Mechanical Permit	35.00	Plumbing Permit	35.00
AC unit < 100,000k	20.00	Back Flow Preventer	10.00
AC unit 100,000k – 499,999 k	30.00	Bathtub	10.00
AC unit 500,000k and up	40.00	Commercial Dishwasher	15.00
Air Handlers <10,000 CFM	13.00	Drinking Fountain	10.00
Air Handlers 10,000 CFM and up	23.00	Floor Sink or Drain	10.00
Boilers	15.00	Grease Interceptor	50.00
Commercial Incinerator	30.00	Grease Traps	10.00

Mechanical Fees		Plumbing Fees	
Condensers	20.00	Hose Bibs	10.00
Domestic Incinerator	20.00	Ice Makers	10.00
Duct Work	15.00	Kitchen Sink	10.00
Evaporative Cooler	15.00	Laundry Tray	10.00
Forced Air System <100,000 BTU	18.00	Lavatory	10.00
Forced Air System 100,000 or more BTU	24.00	Lawn Sprinkler System	10.00
Gas Clothes Dryer	15.00	Medical Gas 1- 5	50.00
Gas Piping 1 – 4 Outlets	11.00	Medical Gas, for each one over five	10.00
Additional Outlets	1.00	Mop Sink	10.00
Heat Exchanger	15.00	Other	10.00
Heat Pump	15.00	Pedicure Chair	10.00
Manf. Fireplace/ Log Lite	18.00	Reclaimed Water System	40.00
Misc. Appliance	15.00	Residential Dishwasher	10.00
Range Hood – Residential	15.00	Roof Drains	10.00
Range Hood – Commercial	150.00	Shower	10.00
Refrigeration Unit <100K	20.00	Specialty Fixtures	10.00
Refrigeration Unit 100K – 499K	30.00	Supplemental Permit	15.00
Refrigeration Unit 500K and up	40.00	Testing of Reclaimed Water System	30.00
Relocation Repair	15.00	Urinal	10.00
Stove Appliance	15.00	Vacuum Breakers 1- 5	10.00
Supplemental Permit	15.00	Vacuum Breakers, for each one over five	2.00
Vent Systems	15.00	Washing Machine	10.00
Vent w/o Appliance	10.00	Waste Interceptor	10.00
Ventilation Fans	10.00	Water Closet	10.00
Wall/Unit Heaters	20.00	Water Heater	15.00
Water Heater	15.00	Water Service	10.00
Wood Stoves	18.00		

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

Table D: Animal Code Fees

Permit/Action	Fee (\$)
Dog/Cat License: <ul style="list-style-type: none"> – Each dog or cat licensed within 60 days of residency or within 60 days of acquiring pet, lifetime – Each dog or cat neutered or non-neutered, lifetime – Senior Citizen (defined as being 62 years of age or older) owners, lifetime – Service and guide dogs, lifetime – Duplicate license for lost or destroyed dog/cat tag – Duplicate license - Senior Citizen owners and Service/Guide Dogs – Other Code Violations: <ul style="list-style-type: none"> ■ First Offense, For first offense the fee for such violation will be set equivalent to the Basic Rule Violation as set forth in the Justice Information System (JIA) Law Table as published by the Administrative Office of the Courts. ■ Second Offense, For the second offense, the fee for such violation shall be set equivalent to double the Basic Rule Violation as set forth in the Justice Information System (JIA) Law Table as published by the Administrative Office of the Courts. 	<p>Free</p> <p>20</p> <p>Free</p> <p>Free</p> <p>4</p> <p>Free</p>
Impound Fees for Cost Recovery: <ul style="list-style-type: none"> – Dogs and cats (at police kennel) – Animals – Dogs, Cats and other animals (at/or transported to animal shelter) As set forth by the Everett Animal Shelter animal impound fee schedule, plus an additional \$5.00 administrative fee for reviewing and processing billing statements. – Additionally, any costs incurred which exceed the base fee and which are associated with the collection, impoundment, maintenance, treatment, and destruction of the animal(s), any fees owing, and any costs of damage cause by the animal(s) shall be the liability of the owner. The City is not responsible for such costs incurred. 	<p>25</p> <p>30</p> <p>Varies</p>
Pasture/Waste Management Plan (Sec 5.18.040): See Table A Land Use Fees	

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



Table E: Schedule of Miscellaneous Police Fees & Fines

Permit/Action/Service	Fee (\$)
Fingerprinting:	
1. For Concealed Pistol Licenses	State fee
2. People who work or reside in the City (per 2 cards)	10
3. People who do not work or reside in the City (per 2 cards)	20
Lamination Services – Concealed Pistol Licenses	3.50
Boat Launch Parking Fees and Fine:	
1. Daily	5
2. Annual Permit	75
3. Low-income Seniors (defined as being 62 years of age or older)	40
4. Failure to pay fee (50% reduction if paid within 24 hours)	40
5. Current Washington State Fishing License decal affixed to vehicle	Free
DUI cost recovery:	
1. Administrative fee	200
2. Jail booking fee (or as revised by Snohomish County or City of Marysville)	82
3. Daily lodging fee (or as revised by Snohomish County or City of Marysville)	61
False Alarm Fees:	
1. Second response to premises within six months after the first response	25
2. Third response to premises within six months after a second response	50
3. Fourth response to premises in six months after the third response and for all succeeding responses within six months of last response	100
Impound Fees for Cost Recovery:	
Signs if owner wants returned, per sign	25
Impound fee for wheeled recreational devices	60
Administrative storage fee for impounded vehicles	15
Fine for parking:	
1. Fine for parking as described in Lake Stevens Municipal Code Section 7.12.090, Prohibited Parking	50
2. Fine if paid within 24 hours	25
Off-duty Officer:	Refer to current billable rate schedule
Security for Non-profits	
Security for others (includes a 15% administrative fee)	
Special Event Services Deposit: (For special planned events that require additional police services)	\$100 per hour of event with one hour minimum
Letters for search of local criminal justice data bases	10
Administrative dismissal of infraction for operating motor vehicle without insurance – administrative fee	25

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

Table F: Schedule of Miscellaneous Fees and Fines

Permit/Action	Fee or Fine (\$)
Public Works : Hourly Rate for Service for Non-profits Hourly Rate for Service for others (includes a 15% administrative fee)	Refer to current billable rate schedule
Business Licenses: <ul style="list-style-type: none"> - Non-refundable Adult Entertainment (Cabaret) application Fee 100 - Adult Entertainment (Cabaret) Establishment (annual) 500 - Adult Entertainment (Cabaret) Establishment Manager/Entertainer (annual) 50/person - Business License Registration – Application 40 - Business License Registration – Annual Renewal 25 - Temporary business license 40 - Renewal 5 - Canvassers, Solicitors and Peddlers (includes City application fee, does not include Washington State Patrol application fee. License expires one year from date of application.) 75 for the 1st three employees, and \$10 for each additional employee - Live music and/or dance entertainment (annual) 50 - Games (annual) 50 - Pawnbroker and Second Dealers (annual) 500 	
<ul style="list-style-type: none"> - Washington State Department of Licensing's Master License Service - Business license handling fee (fees shall be automatically amended by the State) 	Currently New Application \$19 Renewal \$11
Duplication of Public Records: (postage/delivery costs extra) <ul style="list-style-type: none"> - In-house Copying of City documents for the public. - In-house Copying of City documents to pdf when original document is not in electronic format. - Electronic files or attachments uploaded to e-mail, cloud-based data storage service or other means of electronic delivery. - Transmission of public records in an electronic format or for the use of agency equipment to send the records electronically. The City shall take reasonable steps to provide the record in the most efficient manner available to the agency in its normal operations. - Digital storage media or device provided by the City, the actual cost of any container or envelope used to mail the copies to the requestor and the actual postage or delivery charge - In-House duplication of City documents to CD, such as <ul style="list-style-type: none"> • Comprehensive Plan, Lake Stevens Municipal Code Title 14, • Urban Design Standards, Engineering Design and Development Standards, etc. 	For all records duplication and/or transmission, first \$5 cumulative waived 15¢/page/side 10¢/page/side \$1 extra for copy to CD 5¢ per each four electronic files or attachments plus 10¢ per gigabyte Actual Cost Actual Cost

Permit/Action	Fee or Fine (\$)
<ul style="list-style-type: none"> - Documents or CDs printed by outside vendor - Maps - Duplication of maps less than 11"x17" - Maps - Duplication of maps greater than 11"x17" and - Special requests for plotted maps, aerials, plans, etc. (each) - Audio recordings of meetings: <ul style="list-style-type: none"> • Duplicated by Staff • Duplicated by outside vendor - Color photos (cost to reproduce) - Certified copy of a public record 	<p>Actual cost to reproduce (minimum deposit required); requestor may arrange to pay outside vendor directly)</p> <p>\$.15/page</p> <p>\$1 per square foot for in-house printing or actual cost if sent out to reproduce</p> <p>\$1/tape/disc Actual cost to reproduce</p> <p>40¢</p> <p>\$5 for 1st Page and \$1 each after the 1st Page</p>
Dishonored Check Fine (in payment of City services)	\$35
Passports (fees shall be automatically amended by U.S. Dept. of State)	Consistent with effective federal changes
Age 16 and Over	Passport Fee \$110 Execution Fee \$35
Under Age 16	Passport Fee \$80 Execution Fee \$35
Passport Photos	\$16.00/set including sales tax
Technology Fee	A technology fee of three (3) percent will be assessed on each building and land use permit issued.

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

Table G: Schedule of Rental Fees

Classification	Rental Amount (\$)
Facilities	
Athletic Fields	
Youth Sports	\$20 per every 2hrs
Adult Sports	\$30 per every two hours
Eagle Ridge Community Garden bed rental	\$40 annually

1. If the City requires general liability insurance coverage, the event shall be required to provide proof of insurance in compliance with the Facility Use Permit rules ten days prior to the event. If proof of insurance is not provided, the event will be cancelled.
2. "Local" user is a group whose coordinator or assigned member is a citizen of the City of Lake Stevens.
3. **Non-Profit Community Interest Groups devoted to community interest whose activities generally take place within the geographical confines of the City of Lake Stevens. This classification would include, but not be limited to: Girl Scouts, Lake Stevens Historical Society and Lake Stevens Rowing Club. Non-profit group is defined as being registered with the Secretary of State as a non-profit.
4. A minimum security deposit of \$25 MAY be required of users when, in the judgment of the facilities scheduler, the type of facility use may necessitate such a deposit.
5. In case of a cancellation, a written ten-day advance notice must be received to qualify for a refund.
6. No animals other than service animals will be permitted inside facilities without consent of the City Clerk or designee.
7. Use of public facilities for the purpose of generating personal gain is prohibited without written agreement with the City of Lake Stevens.

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

Table H: Schedule of Lundeen Park Shelter Rental Fees

Maximum of 50 people per shelter. Reservation Fee is Non-Refundable unless cancelled by the City of Lake Stevens			
Lundeen Park Shelter Pricing	1-50	1	\$ 60 Non-refundable reservation fee + \$ 7 <u>\$ 67</u>
	1-100	2	\$ 120 Non-refundable reservation fee + \$ 7 <u>\$ 127</u>

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

Table IA: Stormwater Management Utility

Type	Impervious Area per Equivalent Service Unit	Annual Rate per
Residential and Multifamily Residential with Five or Fewer Units ¹	NA	\$220 Year 2019 \$235 Year 2020 \$242 Year 2021 \$250 Year 2022 \$257 Year 2023 \$265 Year 2024
All Other Customers, Including Commercial and Multifamily Residential with Six or More Units	3,000 square feet	\$220 Year 2019 \$235 Year 2020 \$242 Year 2021 \$250 Year 2022 \$257 Year 2023 \$265 Year 2024
Undeveloped ²	NA	No Charge
State Highways		Set in accordance with RCW 90.03.525
Low Income Senior or Disabled Exemption		Set in accordance with Snohomish County guidelines

1. Multifamily residential units with five or fewer units will be charged the ESU rate multiplied by the number of units.
2. Undeveloped lots are not altered from the natural state by construction and may include lakefront and split lots.
3. Annual increases are based on the completion of the 2018 Stormwater Management rate study and approval of the "Level of Service 3 - High Priority Capital" recommendation,

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

Table IB: Lake Management Benefit Assessment

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

1. The lakefront lot assessment applies to each land parcel within 200-feet of the lake shore. The split lot assessment applies to each land parcel with a portion of the lot abutting the lake shore and an upland portion beyond the limits of the shoreline master program. Each parcel abutting the lake will be charged a lakefront/split lot surcharge in addition to the appropriate Stormwater Management Utility rate.
2. Lakefront lots developed with only a dock or other over the water structure will receive a lakefront assessment.
3. Lakefront /split lot parcels with multiple single family structures will be charged the applicable assessment in addition to the single family Stormwater Management Utility rate multiplied by the number of units.
4. Commercial lakefront/split lot parcels will be charged a lakefront/split lot assessment in addition to the appropriate rate category by their percentage of impervious surface.
5. Parcels with a common interest in a community beach will be charged a proportionate share of the lakefront assessment in addition to their single family (or other) Stormwater Management Utility rate.

Section 11. Fire Safety Inspections, Permits and Fire District Related Service Fees

Fees for fire safety inspections, permits and Fire District related services shall be as listed in Tables A through L below. Fees listed in Tables C through K are comprehensive for plan review, permit issuance, and two (2) site inspections per inspection item.

Table A - Fire Safety Inspection Fees	
Inspected Square-footage (SF)	Fee
1-1,000	\$25
1,001-2,500	\$50
2,501-10,000	\$75
10,001-50,000	\$150
50,001-150,000	\$300
150,001-400,000	\$425
Over 400,000	\$550
R-2 Apartment Buildings	Fee
1 and 2 story	\$25
3 story and greater	\$50
Interior halls	SF Fee
Other Fees	Fee
Re-inspection Fee (for uncorrected violations are time of re-inspection)	\$50

Table B - Operational Fire Permits			
An Operational Fire Permit constitutes permission to store, or handle hazardous materials, or to operate processes that may produce conditions hazardous to life or property.			
An Operational Fire Permit is required prior to engagement in the activities, operations, practices, or functions described in IFC 105.6 AND, if an ongoing operation, is required to be renewed at least annually.			
Request for waivers of fees for non-profit events, in accordance with Title 9.28.135, shall be made in writing to the Fire Marshal no less than 7 days before the event.			
IFC Reference	Permit	Required for:	Fee
105.6.1	Aerosol Products	Level 2 or Level 3 aerosol products in excess of 500 pounds.	\$75
105.6.2	Amusement Buildings	Operation of a special amusement building.	\$75
105.6.3	Aviation Facilities	Using a Group H or Group S occupancy for aircraft servicing or repair and aircraft fuel-servicing vehicles.	\$75
105.6.4	Carbon Dioxide Systems	Carbon dioxide systems having more than 100 pounds of carbon dioxide.	\$75

105.6.5	Carnivals and Fairs	Conducting a carnival or fair.	\$75
105.6.6	Cellulose Nitrate Film	Storage, handling or using cellulose nitrate film in a Group A occupancy.	\$75
105.6.7	Combustible Dust-Producing Operations	Operation of a grain elevator, flour starch mill, feed mill, or a plant pulverizing aluminum, coal, cocoa, magnesium, spices or sugar, or other operations producing combustible dusts as defined in Chapter 2.	\$75
105.6.8	Combustible Fibers	Storage and handling of combustible fibers in quantities greater than 100 cubic feet.	\$75
105.6.9	Compressed Gases	Storage, use or handling of compressed gases in excess of the amounts listed in Table 105.6.9.	\$75
105.6.10	Covered and Open Mall Buildings	(1) The placement of retail fixtures and displays, concession equipment, displays of highly combustible goods and similar items in the mall. (2) The display of liquid- or gas-fired equipment in the mall. (3) The use of open-flame or flame-producing equipment in the mall.	\$75
105.6.11	Cryogenic Fluids	Production, storage, transportation on site, use, handling or dispensing cryogenic fluids in excess of the amounts listed in Table 105.6.11.	\$75
105.6.12	Cutting and Welding	Cutting or welding operations.	\$75
105.6.13	Dry Cleaning	Dry cleaning or to change to a more hazardous cleaning solvent used in existing dry cleaning equipment.	\$75
105.6.14	Exhibits and Trade Shows	Operation of exhibits and trade shows	\$75
105.6.15	Explosives	See Table D	Table D
105.6.16	Fire Hydrants and Valves	Contact water purveyor having jurisdiction.	No Fee

105.6.17	Flammable and Combustible Liquids	See IFC 105.6.17 for permit requirements.	\$75
105.6.18	Floor Finishing	Floor finishing or surfacing operations exceeding 350 square feet using Class I or Class II liquids.	\$75
105.6.19	Fruit and Crop Ripening	Operation of a fruit- or crop-ripening facility or conduct a fruit-ripening process using ethylene gas.	\$75
105.6.20	Fumigation and Insecticidal Fogging	Operation of a business of fumigation or insecticidal fogging, and to maintain a room, vault or chamber in which a toxic or flammable fumigant is used.	\$75
105.6.21	Hazardous Materials	Storage, transportation on site, dispensing, use or handling of hazardous materials in excess of the amounts listed in Table 105.6.21.	\$75
105.6.22	HPM Facilities	Storage, handling or use hazardous production materials.	\$75
105.6.23	High-Piled Storage	Use of a building or portion thereof as a high-piled storage area exceeding 500 square feet.	\$75
105.6.24	Hot Work Operations	Hot work including, but not limited to: (1) Public exhibitions and demonstrations where hot work is conducted. (2) Use of portable hot work equipment inside a structure. (3) Fixed-site hot work equipment, such as welding booths. (4) Hot work conducted within a wildfire risk area. (5) Application of roof coverings with the use of an open-flame device. (6) Where approved, the fire code official shall issue a permit to carry out a hot work program.	\$75
105.6.25	Industrial Ovens	Operation of industrial ovens regulated by Chapter 30.	\$75

105.6.26	Lumber Yards and Woodworking Plants	Storage or processing of lumber exceeding 100,000 board feet.	\$75
105.6.27	Liquid or Gas-Fueled Vehicles or Equipment in Assembly Buildings	Display, operation or demonstration of liquid- or gas-fueled vehicles or equipment in assembly buildings.	\$75
105.6.28	LP Gas	(1) Storage and use of LP-gas. (2) Operation of cargo tankers that transport LP-gas.	\$75
105.6.29	Magnesium	Melting, casting, heat treatment or grind more than 10 pounds of magnesium.	\$75
105.6.30	Miscellaneous Combustible Storage	Storage in any building or upon any premises in excess of 2,500 cubic feet gross volume of combustible empty packing cases, boxes, barrels or similar containers, rubber tires, rubber, cork or similar combustible material.	\$75
105.6.31	Motor Fuel-Dispensing Facilities	Operation of automotive, marine and fleet motor fuel-dispensing facilities.	\$75
105.6.32	Open Burning	Kindling or maintaining of an open fire or a fire on any public street, alley, road, or other public or private ground.	\$75
105.6.33	Open Flames and Torches	Removing paint with a torch; or to use a torch or open-flame device in a wildfire risk area.	\$75
105.6.34	Open Flames and Candles	Use of open flames or candles in connection with assembly areas, dining areas of restaurants or drinking establishments.	\$75
105.6.35	Organic Coatings	Any organic-coating manufacturing operation producing more than 1 gallon of an organic coating in one day.	\$75
105.6.36	Places of Assembly	Operation a place of assembly.	\$75

105.6.37	Private Fire Hydrants	The removal from service, use or operation of private fire hydrants.	\$75
105.6.38	Pyrotechnic Special Effects Material	Use and handling of pyrotechnic special effects material.	\$75
105.6.39	Pyroxylin Plastics	Storage or handling of more than 25 pounds of cellulose nitrate (pyroxylin) plastics, and for the assembly or manufacture of articles involving pyroxylin plastics.	\$75
105.6.40	Refrigeration Equipment	Operation of a mechanical refrigeration unit or system regulated by Chapter 6.	\$75
105.6.41	Repair Garages and Motor Fuel-Dispensing Facilities	Operation of repair garages.	\$75
105.6.42	Rooftop Heliports	Operation of a rooftop heliport.	\$75
105.6.43	Spraying or Dipping	Conducting a spraying or dipping operation utilizing flammable or combustible liquids, or the application of combustible powders regulated by Chapter 24.	\$75
105.6.44	Storage of Scrap Tires and Tire Byproducts	Establishing, conducting or maintaining storage of scrap tires and tire byproducts that exceeds 2,500 cubic feet of total volume of scrap tires, and for indoor storage of tires and tire byproducts.	\$75
105.6.45	Temporary Membrane Structures and Tents	Operation of an air-supported temporary membrane structure, a temporary stage canopy or a tent having an area in excess of 400 square feet.	Table C
105.6.46	Tire-Rebuilding Plants	Operation and maintenance of a tire-rebuilding plant.	\$75
105.6.47	Waste Handling	Operation of wrecking yards, junk yards and waste material-handling facilities.	\$75
105.6.48	Wood Products	Storage of chips, hogged material, lumber or plywood in excess of 200 cubic feet.	\$75

105.6.49	Marijuana Extraction Systems	Use of a marijuana / cannabis extraction system regulated under WAC 314-55-104.	\$75
WAC 173-425-060	Residential Open Burning (Only for unincorporated Snohomish County within Lake Stevens Fire District boundary)	Outdoor burning of leaves, clippings, prunings and other yard and gardening refuse originating on lands immediately adjacent and in close proximity to a human dwelling and burned on such lands by the property owner or his or her designee.	\$25

Table C - Special Assembly Permits	
IFC 105.7.18 Required to erect an air-supported temporary membrane structure, a temporary stage canopy or a tent having an area in excess of 400 square feet. Fees listed below include issuance of operational permit 105.6.45.	
Temporary Membrane Structures, Canopies and Tents	
Duration of Use	Fee
Less than 3 Days	No Fee
4-180 Days	\$60
Temporary Assembly Membrane Structures, Canopies and Tents	
Occupant Load	Fee
50-99 persons	\$60
Over 100 persons	\$115

Table D - Explosives	
IFC 105.6.15 Required for manufacturing, storage, handling, sale or use of any quantity of explosives, explosive materials, fireworks or pyrotechnic special effects within the scope of Chapter 56.	
Retail and Wholesale Fireworks	
Type	Fee
CFRS Facility - Wood Stand	\$100
CFRS Facility - Tent or Canopy	\$100
Fireworks sales in other than a CFRS Facility	\$100
Public Fireworks Display	
Type	Fee
Public Display (Licensed pyrotechnic operators in accordance with RCW 70.77 only)	\$250
Temporary Storage	\$175
Blasting	
Type	Fee
Blasting (Licensed blasters in accordance with WAC 296-52 only)	\$250
Temporary Storage	\$175

Table E - NFPA 72 Fire Alarm and Detection Systems and Related Equipment
IFC 105.7.6 Required for installation of or modification to fire alarm and detection systems and related equipment.
Devices include individual parts of a fire alarm system including, but not limited to initiating devices, notification appliances, NAC panels, modules, relays, remote annunciation panels, and other such devices. Each part of the system is one device.
Note: All Central Station Monitoring shall be UL or FM listed.
Tenant Improvement or Modification to Existing System

Number of Devices	Fee
1-2	\$85
3-5	\$145
6-10	\$200
11-20	\$260
21-40	\$345
41-100	\$430
101-200	\$545
Over 200	\$660
New System	
Number of Devices	Fee
1-100	\$430
101-200	\$545
Over 200	\$660
FACP and/or Transmitter	
In addition to the above device fees shown, the following fees also apply:	
Condition	Fee
Replacement	\$145
New	\$230

Table F - Automatic Fire Extinguishing Systems and Components	
IFC 105.7.1 required for installation of or modification to an automatic fire-extinguishing system.	
NFPA 13 and 13R Fire Sprinkler Systems &	
Devices are individual parts of an automatic fire extinguishing system including, but not limited to sprinkler heads, risers, valves, gongs and other such devices. Each part of the system is one device.	
Tenant Improvement or Modification to Existing System	
Number of Heads and Devices	Fee
1-2	\$85
3-5	\$145
6-10	\$200
11-20	\$260
21-40	\$345
41-100	\$430
101-200	\$545
201-300	\$660
Over 300	\$720

New System	
Number of Heads and Devices	Fee
1-100	\$430
101-200	\$545
201-300	\$660
Over 300	\$720
NFPA 13D Residential Fire Sprinkler Systems	
Number of Heads and Devices	Fee
1-10	\$200
11-25	\$260
Over 25	\$315
*Non-required NFPA 13D systems shall not be charged a fee for plan review, permits or inspections.	
UL 300 Commercial Cooking Hood Suppression Systems & NFPA 2001 Clean Agent Systems	
Type	Fee
Pre-Engineered	\$145
Custom Engineered	\$315
NFPA 14 Standpipe Systems	
IFC 105.7.17 Required for the installation, modification or removal from service of a standpipe system.	
Class	Fee
I, II or III	\$175
NFPA 20 Fire Pumps and Related Equipment	
IFC 105.7.7 Required for installation of or modification to fire pumps and related fuel tanks, jockey pumps, controllers and generators.	
Quantity	Fee
1	\$345
2 or more	\$575

Underground Supply Piping for Automatic Sprinkler Systems	
IFC 105.7.20 Required for the installation of the portion of the underground water supply piping, public or private, supplying a water-based fire protection system. The permit shall apply to all underground piping and appurtenances downstream of the first control valve on the lateral piping or service line from the distribution main to one foot above finished floor of the facility with the fire protection system.	
Quantity of Supply Lines to Building	Fee
1	\$115
2 or more	\$230

Private Fire Hydrants	
IFC 105.7.13 Required for the installation or modification of private fire hydrants.	
Quantity	Fee
1	\$115
2 or more	\$230

Table G - Hazardous Materials	
IFC 105.7.10 Required to install, repair damage to, abandon, remove, place temporarily out of service, or close or substantially modify a storage facility or other area regulated by Chapter 50 where the hazardous materials in use or storage exceed the amounts listed in Table 105.6.21.	
Quantity	Fee
1-2 Hazardous Materials	\$115
3-5 Hazardous Materials	\$230
Over 5 Hazardous Materials	\$460

Table H - Gases, Liquids and Cryogenics	
Compressed Gases	
IFC 105.7.3 Where the compressed gases in use or storage exceed the amounts listed in Table 105.6.9, a construction permit is required to install, repair damage to, abandon, remove, place temporarily out of service, or close or substantially modify a compressed gas system.	
Type	Fee
Compressed Gas System	\$230
LP- Gas	
IFC 105.7.12 Required for installation of or modification to an LP-gas system.	
Tanks	Fee
500 Gallons or Less	\$115
501-1,000 Gallons	\$230
Over 1,000	\$460
Residential LP-Gas System	\$85
Flammable and Combustible Liquids	
IFC 105.7.8 Required to (1) to install, repair or modify a pipeline for the transportation of flammable or combustible liquids. (2) To install, construct or alter tank vehicles, equipment, tanks, plants, terminals, wells, fuel-dispensing stations, refineries, distilleries and similar facilities where flammable and combustible liquids are produced, processed, transported, stored, dispensed or used. (3) To install, alter, remove, abandon or otherwise dispose of a flammable or combustible liquid tank.	

Type	Fee
(1) Pipeline	\$230
(2) Vehicles, Equipment, Facilities, etc.	\$230
(3) Tanks	Fee
500 Gallons or Less	\$115
501-1,000 Gallons	\$230
Over 1,000 Gallons	\$460
Residential Fuel Tank Install or Abandonment	\$60
Cryogenic Fluids	
IFC 105.7.4 Required for installation of or alteration to outdoor stationary cryogenic fluid storage systems where the system capacity exceeds the amounts listed in Table 105.6.11.	
Quantity	Fee
500 Gallons or Less	\$115
501-1,000 Gallons	\$230
Over 1,000 Gallons	\$460

Table I - Spraying/Dipping, Industrial Ovens and Marijuana Extraction Systems	
Spraying or Dipping	
IFC 105.7.16 Required to install or modify a spray room, dip tank or booth.	
Type	Fee
Pre-Engineered Booth or Tank	\$175
Site-Built or Used Room, Booth or Tank	\$290
Industrial Ovens	
IFC 105.7.11 Required for installation of industrial ovens covered by Chapter 30.	
Class	Fee
Class A, B, C or D	\$290
Marijuana Extraction System	
IFC 105.7.19 Required to install a marijuana/cannabis extraction system regulated under WAC 314-55-104.	
Valuation	Fee
\$25,000 or Less	\$115
\$25,001-\$50,000	\$230
\$50,001-\$100,000	\$460
Over \$100,000	\$575

Table J - Power, Radio and Smoke Control Systems	
Battery System	
IFC 105.7.2 Required to install stationary storage battery systems having a liquid capacity of more than 50 gallons.	
Quantity	Fee
50-100 Gallons	\$115
Over 100 Gallons	\$230
Solar Photovoltaic Power System	
IFC 105.7.15 required to install or modify solar photovoltaic power systems.	
Type	Fee
Residential PV System	\$115
Commercial PV System	\$230
Emergency Responder Radio Coverage System	
IFC 105.7.5 required for installation of or modification to emergency responder radio coverage systems and related equipment.	
Type	Fee
Single Bi-Directional Antenna System	\$230
Distributed Antenna System	\$460
Smoke Control System	
IFC 105.7.14 required for installation of or alteration to smoke control or smoke exhaust systems.	
Type	Fee
Smoke Control Systems (Passive and Mechanical)	\$460

Table K - Gates and Barricades Across Fire Apparatus Roads	
IFC 105.7.9 Required for the installation of or modification to a gate or barricade across a fire apparatus access road.	
Quantity	Fee
1	\$115
2 or More	\$230

Table L - Miscellaneous Fees	
Description	Fee
After Hours Inspections (Regular Hours: Monday-Friday 8:00am - 4:00pm excluding Holidays)	\$85 per Hour; 1 Hour Minimum
Additional Plan Review Fee (required by (1) changes, (2) additions, or (3) revisions to approved plans)	\$85 per Hour; 1 Hour Minimum
City of Lake Stevens Administrative Fee (added to all fees collected by the City of Lake Stevens)	15% of Permit Fee

Construction Permit Extension (additional 180 days)	\$150
Construction Re-Inspection Fee (for uncorrected violations after 2nd site inspection)	\$75
Expired Construction Permit Re-Issuance (for expired permits not exceeding 1 year abandonment)	50% of Permit Fee
Firefighter Fire Watch or Standby	\$75 per Hour per Firefighter; 2 Hour Minimum
Fire Flow Determination	Contact Water Purveyor Having Jurisdiction
Outside Consultant Review	Actual Cost Plus 50% of Permit Fee
Work Without a Permit	Permit Fee x 3

Table M - Fire Investigation Fees	
Cause Determined As	Fee
Accidental, Natural or Undetermined	No Fee
Incendiary (intentionally set or criminal fire, arson)	Actual cost shall be billed to the convicted party for investigation, report preparation, courtroom preparation and testimony as received from Snoomish County in accordance with the current ILA.

PASSED by the City Council of the City of Lake Stevens on the 22nd day of September, 2020.

Brett Gailey, Mayor

ATTEST:

Kelly Chelin, City Clerk



This page left blank intentionally



LAKE STEVENS CITY COUNCIL
STAFF REPORT

Council Agenda Date: September 22, 2020

Subject: Waterfront Residential Task Force Update

Contact	David Levitan, Senior Planner	Budget	
Person/Department:	<u>Planning and Community Development</u>	Impact:	<u>None</u>

RECOMMENDATION(S)/ACTION REQUESTED OF COUNCIL: Provide direction on next steps for the Waterfront Residential Task Force and whether to continue exploring expanded housing options in the Waterfront Residential zoning district.

SUMMARY/BACKGROUND:

The second meeting of the Waterfront Residential Task Force (WRTF) was held on August 26 via Zoom. The task force was asked to provide feedback on potentially expanding permitted housing options within the Waterfront Residential zone beyond the currently allowed detached single-family and duplex uses. Ten of 11 members were present, as was Commissioner Huxford (Planning Commission liaison). The meeting link was also shared on the city calendar website, and four members of the public listened to the discussion, including Councilmember Petershagen.

During the first half of the meeting, staff responded to questions and comments previously raised by task force members during the first meeting, which are included in the Meeting 2 Powerpoint presentation (Attachment 1). The discussion included topics such as preferred residential uses near the shoreline, potential infrastructure and site constraints, an assessment of the city's housing capacity and the ability to meet future residential growth targets.

The second half of the meeting focused on reviewing the results of a general housing survey sent to task force members in advance of the meeting. The purpose of the survey was to gauge task force members' familiarity with currently permitted uses in the WR zone and other zoning districts, as well as their comfort level with potentially expanding housing options within the WR zone. The survey results from the 11 responses are summarized on the last 10 slides of Attachment 1, and found that:

- Only 4 members knew that duplexes are currently permitted on larger lots within the WR zone
- The vast majority (9 out of 11) were familiar with the term "middle housing" and aware that the city had updated its Zoning Code earlier this year to allow for middle housing options in other residential zoning districts
- A minority of task force members were responsive to considering additional housing options in the WR zone, with cottages (4 votes) and townhouses (3 votes) the most popular and only 1 task force member open to larger condo/apartment developments
- Increased density, incompatibility with existing uses/design, and environmental impacts to the lake were the leading concerns for expanding housing options along the waterfront
- If housing options were to be expanded in the zone, limitations on bulk/scale/size of buildings were identified as the best way to address potential concerns

In the latter part of the meeting, several task force members expressed their opinion that the city should not consider any additional housing options along the waterfront. A motion was made to recommend to the Planning Commission and City Council that the permitted residential uses in the WR zone remain as is. Nine members voted in support of this resolution, while two opposed.

Staff provided a similar update to the Planning Commission at their September 16 meeting, and asked commissioners to provide a recommendation to Council on whether to:

- 1) Accept the task force's recommendation to maintain the existing permitted uses in the zone, and disband the task force;
- 2) Continue the task force, with a focus on those housing types (cottages, townhouses, etc.) that some task force members had expressed a level of comfort with; or
- 3) Allow for broader public feedback on the topic, such as distributing the survey to the community.

Three members of the task force (Don Iverson, Tom Elsemore and Bruce Morton) provided feedback on the process, as did Councilmember Petershagen and Commissioner Huxford. Following the discussion, Chair Davis called for a vote on the three options below, which resulted in all seven commissioners opting to accept the task force's recommendation to maintain the existing permitted uses in the zone and disband the task force.

Overall, commissioners felt that the task force had served its purpose exploring and providing feedback on the concept of expanded housing options in the WR zone, and given the thorough vetting that had occurred in selecting and appointing task force members (including a review by Mayor Gailey) as well as the amount and quality of discussion that happened at both task force meetings, that their input should be respected.

Staff is now requesting guidance from the Council on how staff should proceed with this planning effort. Options include:

- Accept the majority opinion of the task force and unanimous opinion of the Planning Commission, which is to maintain the existing permitted uses in the WR zone (detached single-family residences and duplexes) and disband the task force;
- Continue the task force with a focus on those housing types that some task force members expressed some level of comfort with, as well as strategies/measures to mitigate potential impacts; or
- Allow for broader public feedback on the topic, such as distributing the survey to the community.

APPLICABLE CITY POLICIES:

BUDGET IMPACT: None. The Planning and Community Development Department has adequate budget to administer this project as part of its 2020 work plan.

ATTACHMENTS:

- Exhibit A: Waterfront Residential Task Force Meeting 2 Powerpoint



WATERFRONT RESIDENTIAL TASK FORCE MEETING 2

Meeting 1 Follow-up
and Survey Results

August 26, 2020

MEETING 2 OBJECTIVES

- Follow up on questions from Meeting 1
- Review survey results
- Solicit member feedback
- Discuss project next steps

**DON'T HESITATE TO ASK
QUESTIONS**

Several white lines of varying lengths and angles are positioned in the bottom right corner of the slide, creating a modern, abstract graphic element.


MEETING 1 QUESTIONS

- SMA/SMP Consistency
 - Buildable Lands Capacity vs Projected Population Growth
 - Infrastructure Constraints
 - Covid-19 and Housing Preferences
- 
- A series of several parallel white diagonal lines in the bottom right corner of the slide, extending from the bottom edge towards the right edge.

1. IS MULTIFAMILY DEVELOPMENT CONSISTENT WITH THE SMA/SMP?

- Cities subject to Shoreline Management Act (SMA) must adopt a Shoreline Master Program (SMP)
- SMPs address three primary areas:
 - shoreline use
 - environmental protection
 - public access


THE CONCEPT OF PREFERRED USES

- SMA includes a list of 5 “preferred” uses:
 - Single-family residences
 - Ports
 - Shoreline recreational uses
 - Water-dependent industrial and commercial development
 - Other developments providing public access opportunities
- 
- A series of several parallel white diagonal lines in the bottom right corner of the slide, extending from the middle of the right edge towards the bottom left.


MORE ON PREFERRED USES

- As much as possible, shorelines should be reserved for water-oriented uses
- Non-preferred uses are permitted in SMP, when supported by other city policies/priorities
 - For example, the city could decide that increasing housing opportunities warrants allowing MFR in the WR zone

SHORELINES OF STATEWIDE SIGNIFICANCE

- Includes lakes over 1,000 acres
 - Lake Stevens only qualifying lake in county
 - Must place statewide interest over local interest, preserve natural character of shoreline, and prioritize long-term over short-term benefit
- 
- A series of white diagonal lines of varying lengths and thicknesses, located in the bottom right corner of the slide.

LAKE STEVENS SMP

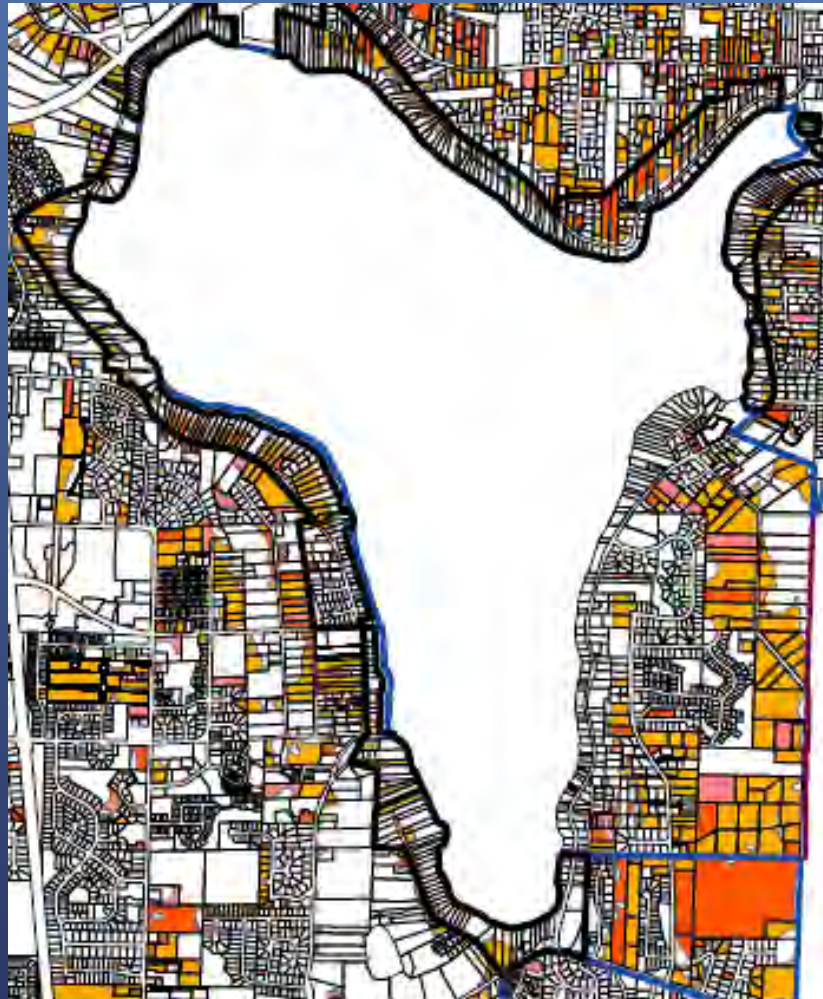
- Single-family residential, including duplexes, is deemed a “preferred use”
 - Single-family residential is not required to provide public access
 - The “Shoreline Residential” environment includes multi-family residential, so it is permitted but not identified as a preferred use
- 
- A series of white diagonal lines of varying lengths and thicknesses are located in the bottom right corner of the slide, extending from the right edge towards the center.

2. DOES THE CITY NEED TO EXPAND HOUSING OPTIONS TO MEET ITS GROWTH TARGETS?

- Several members asked if additional capacity was needed in WR zone to help meet city growth targets

2019 BUILDABLE LANDS ANALYSIS

- In 2019, city updated Buildable Lands Analysis to assess capacity to meet 2035 growth targets
 - City had met >70% of its 2015-2035 growth targets by early 2019
 - The city/UGA has enough capacity to exceed 2035 growth target by ~1,250 residents
 - Completed before zoning updates for R4, R6, & R8-12, so there is some additional capacity



Vacant Single-family



Redevelopable Single-family



Partially Used Single-family




THERE IS NO VACANT LAND & MINIMAL
INFILL OPPORTUNITIES IN WR ZONE

Table 3: Vacant Developable Residential Land					
Unincorporated UGA			City of Lake Stevens		
Zoning	Acres	People	Zoning	Acres	People
R-7,200	36.2	514	R8-12	7.5	213
R-9,600	7.8	83	MFR	2.5	86
R-20,000	0.2	1	R4	15.0	160
R-5	0	0	R6	46.7	635
SUBTOTAL	44.0	598	SUBTOTAL	71.7	1094
TOTAL, LAKE STEVENS UGA			115.9 ACRES	1692 RESIDENTS	

Table 4: Redevelopable Residential Land					
Unincorporated UGA			City of Lake Stevens		
Zoning	Acres	People	Zoning	Acres	People
R-7,200	59.2	682	R8-12	24.2	558
R-9,600	8.8	76	R4	28.5	246
R-20,000	0	0	R6	81.2	898
R-5	0	0	WR	12.1	105
			MFR	9.6	265
SUBTOTAL	68.0	758	SUBTOTAL	155.6	2072
TOTAL, LAKE STEVENS UGA			223.6 ACRES	2830 RESIDENTS	

**APPROXIMATELY 3% OF THE CITY'S
AVAILABLE CAPACITY IS IN THE WR ZONE**

CONCLUSION: THE CITY DOES NOT NEED TO EXPAND HOUSING OPTIONS BASED ON CAPACITY

- Any changes should be based on other factors, such as housing choice and if MFR should be limited to other areas
 - Staff would like input from the task force that they can bring back to PC/CC.
- 
- A series of white diagonal lines of varying lengths and thicknesses, located in the bottom right corner of the slide, creating a modern, abstract graphic element.


3. HOW WOULD THE CITY ADDRESS SITE AND INFRASTRUCTURE CONSTRAINTS?

- Members concerned increased density could impact roads, sewer, surface water and stormwater
- Any development would be reviewed for compliance with city's engineering standards, zoning code, SMP and SEPA
- New development would also be subject to impact fees and evaluated for transportation concurrency

4. WILL COVID-19 RESULT IN DECREASED DEMAND FOR MFR?

- Will there be a stronger preference for detached SFR due to Covid-19?
 - There is anecdotal evidence of people wanting to move to lower density areas, especially those with higher incomes and greater flexibility to move
- Recent Moody Analytics report showed continued demand for MFR, so more research will be needed

HOUSING SURVEY

- Staff distributed survey to task force members to gauge awareness and comfort level with certain housing types
 - 11 responses received
 - Based on feedback at Meeting 1, initial questionnaire did not include a visual preference survey
 - Will report results to PC and CC for guidance on project next steps
- 
- A series of white diagonal lines of varying lengths and thicknesses, located in the bottom right corner of the slide, extending from the right edge towards the center.

SURVEY DEMOGRAPHICS

- Of 11 respondents:
 - 9 live along waterfront
 - 10 live in detached single-family homes
 - 10 are homeowners



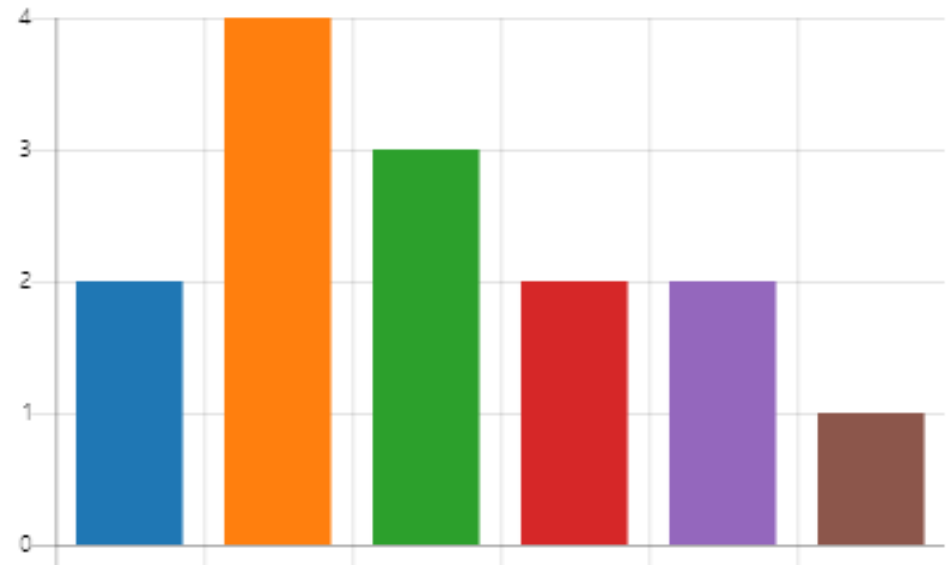
FAMILIARITY WITH HOUSING OPTIONS

- Of 11 respondents:
 - 4 were aware that duplexes were already permitted on larger WR lots
 - 9 were familiar with the term “middle housing”
 - 9 knew that the city amended code in 2020 to permit infill housing in R4, R6, and R8-12 zones

COMFORT LEVEL WITH MULTIFAMILY HOUSING IN WR ZONE

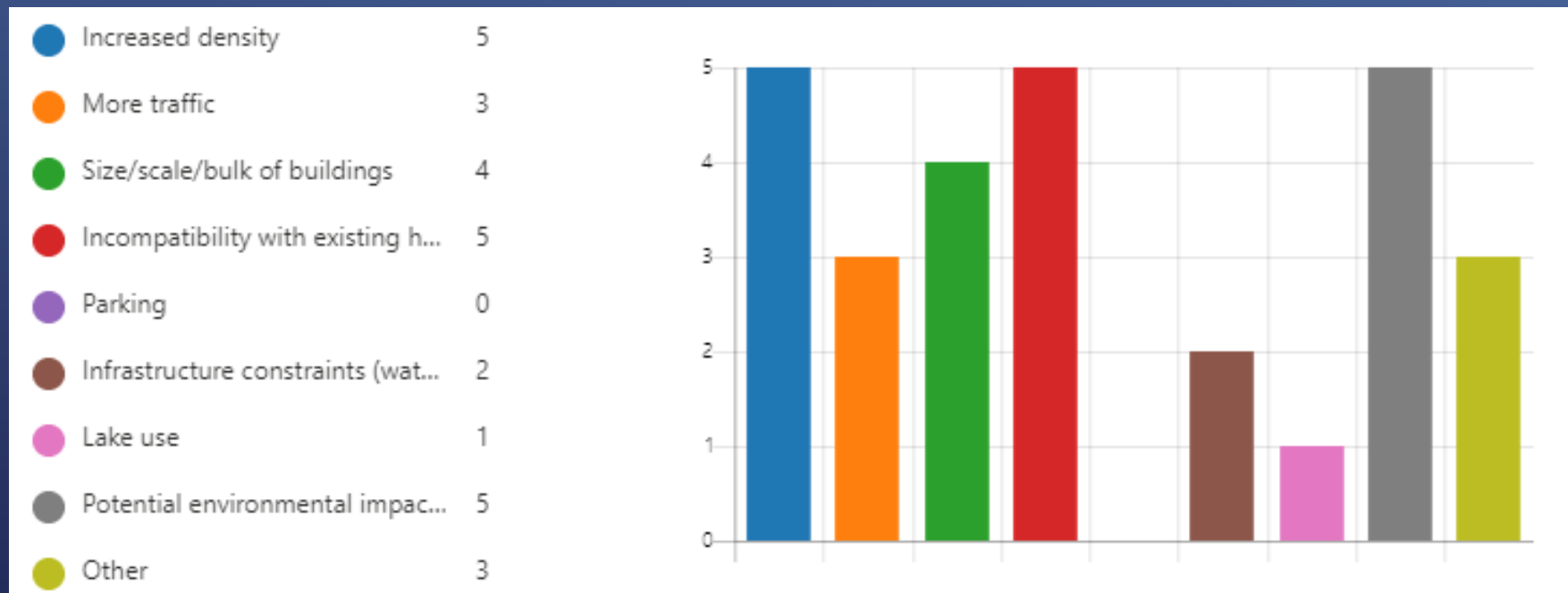
- Minority of task force members open to expanding housing options

● Triplexes/Fourplexes	2
● Cottages (Smaller detached st...	4
● Townhouses/Rowhouses	3
● Stacked Flats (One unit above ...	2
● Courtyard/Garden Apartments	2
● Larger Apartment/Condo Buil...	1



CONCERNS EXPRESSED ABOUT EXPANDING HOUSING OPTIONS

- Density, incompatibility, and environmental impacts were top 3



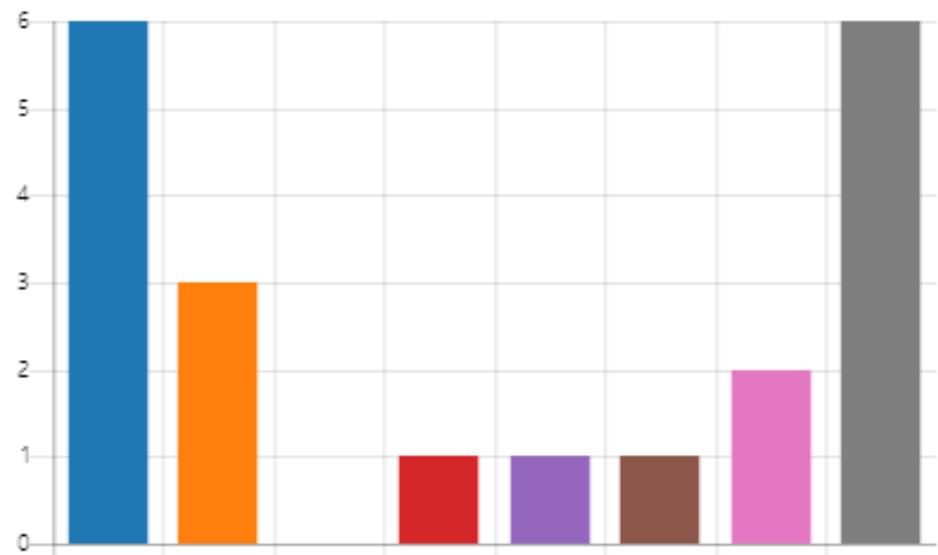
HOW TO ADDRESS CONCERNS

- Regulating bulk/size and design were the most popular options

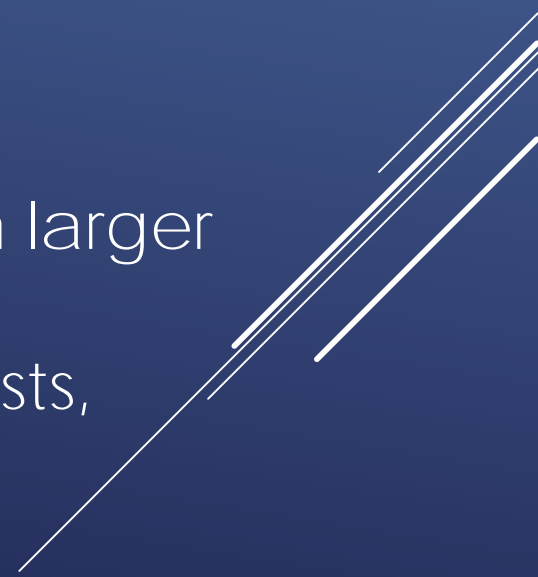
10. Which of the following standards might help address concerns that you may have related to expanded housing options? Choose one or more.

[More Details](#)

● Limitations on bulk/scale of b...	6
● Detailed design review standa...	3
● Sidewalks/frontage improvem...	0
● Required open space	1
● Enhanced screening/landscapi...	1
● Public access requirements for...	1
● Impact fees to help street/par...	2
● Other	6




SAMPLE OF MEMBER COMMENTS

- Should be subject to vote of waterfront property owners
 - City should focus efforts on increasing public access, not density
 - I support expanded housing options as people with different housing needs should be able to live near the waterfront
 - Leave the WR zone alone
 - What is the rush?
 - Middle housing is more appropriate in larger zones with more capacity
 - Waterfront homes attract a lot of guests, impacts would be multiplied by MFR
- 
- A series of several parallel white diagonal lines extending from the bottom right corner towards the center of the slide.


SUMMARY OF MAIN ISSUES

- City Council has asked staff to utilize the task force as a sounding board for potential changes to WR zone
- City has adequate capacity to meet future growth without any changes
- Expanding housing options would not be a mandate or requirement and would be subject to specific standards
- Unlike SFR, MFR could require public access improvements

QUESTIONS FOR TASK FORCE

- Should people that need/want housing other than detached SFR have the opportunity to live near the lake?
 - What is the best way of gathering public input on this topic?
 - Are there members that think we shouldn't solicit wider community feedback?
- 
- A series of white diagonal lines of varying lengths and thicknesses, located in the bottom right corner of the slide, creating a modern, abstract graphic element.

PROJECT NEXT STEPS

- Staff will be providing a summary of this meeting to PC/CC in early September
 - Council direction will be requested on how to move forward
 - Solicit wider community feedback through a survey or other tool?
 - Not pursue any changes?
 - Other?
 - Tentative next task force meeting: September 23
- 
- A series of white diagonal lines of varying lengths and thicknesses, located in the bottom right corner of the slide, creating a modern, abstract graphic element.

DISCUSSION AND QUESTIONS





LAKE STEVENS CITY COUNCIL
STAFF REPORT

Council Agenda September 22, 2020
Date: _____

Subject: Stowe Development and Strategies Professional Services Contract

Contact	Russ Wright,	Budget	Facilities
Person/Department:	<u>Community Development Director</u>	Impact:	_____

RECOMMENDATION(S)/ACTION REQUESTED OF COUNCIL:

Authorize the Mayor to execute a Professional Service Agreement not to exceed \$349,955 with Stowe Development and Strategies to develop a master plan for the civic campus at Chapel Hill.

SUMMARY/BACKGROUND:

The city of Lake Stevens, Lake Stevens Sewer District and Sno-Isle Libraries requested a letter of interest and statement of qualifications for professional architectural, planning and engineering services to prepare a joint site development plan for a proposed civic center located near Chapel Hill. City, District and Sno-Isle Library staff and officials interviewed four highly qualified firms. The review panel recommended that the Mayor approve a contract with Stowe Development and Strategies to develop a master plan for the municipal campus. The review panel has recommended Stowe Development and Strategies for several reasons:

1. They have assembled a good support team of engineers, architects and financial experts;
2. They have familiarity with Lake Stevens, responded most thoroughly to the proposal request and focused on the identified topics of interest during the panel interview;
3. They have produced many needs assessments and participated in multi-agency master plans; and
4. They understood the scope of the proposal and work required.

Staff briefed the Council on the proposal at its September 15, 2020 workshop. There was support of moving forward with planning for the civic campus. Stowe Development and Strategies draft scope of work and budget is attached for Council's consideration. The scope of the project will include a Needs Assessment, Site Alternatives and a Financing Strategy. The city would be responsible for \$224,061 of the project cost. Sno-Isle acknowledges their willingness to invest \$125,894 as their share of this Professional Services Agreement; however, Sno-Isle Libraries will require a viable Financing Strategy if project participation is to continue beyond this initial investment. This project is unfunded and will require a future budget amendment for professional services.

APPLICABLE CITY POLICIES: Capital Facilities Plan

BUDGET IMPACT: Expenditure of Funds for Professional Services

ATTACHMENTS:

Attachment A – Scope of Services

Attachment A



September 3, 2020

Gene Brazel, City Administrator
Russ Wright, Community Development Director
1812 Main Street
Lake Stevens, WA 98258

Dear Gene and Russ,

Below is a revised Scope of Work including a reduced fee estimate for the Lake Stevens Civic Center project based on our recent communication along with other agreement provisions (Consultant/Contractor Team, Not to Exceed Rates by Classification, Invoices, and Insurance provisions that will likely be part of our future agreement. Also attached is a revised Project Schedule for Phases 1 and 2 to correspond to the new approval date of September 22, 2020.

City of Lake Stevens:	\$224,061
Sno-Isle Library:	\$125,894
Total:	\$349,955

The revised scope/reduced fee now projects the costs on the left for both the City and the Sno-Isle Library based on the allocation assumptions made within this proposal.

The above fee reflects a reduction of \$55,446 from the fee proposed as part of initial Scope of Work/Fee of August 18, 2020. A reduction of fee was accomplished by deferring to Phase 3 the update to the wetland delineation, transportation analysis, and interior diagrammatic space planning and adjacencies, once more information is known about the funding structure and schedule for the Civic Center project following Phase 1 and 2. Additionally, we have reduced the City's Needs Assessment work by largely utilizing the City's 2018 facility plan and have reduced some administrative fees to achieve your budget target.

The Scope of Work builds also upon our proposal submitted on June 15, 2020 and presentation of July 17, 2020. The Scope of Work schedule assumes that our agreement is approved by September 22, 2020. The schedule of deliverables is also subject to reasonable availability for stakeholder interviews, meetings, presentations, and agency approvals. Stowe Development & Strategies (SDS) and subconsultants will provide the following:

PRELIMINARY SCOPE OF WORK

PHASE 1

1. Project Research, Launch, & Stakeholder Engagement

- 1.1 **Review and Synthesize:** Work will include a review of past studies, reports, and analysis related to the planning and development of a new civic center that will better inform future decisions and utilize existing data and analysis where practical.
- 1.2 **Project Kick-off Meeting:** An important first step to establish a clear understanding and expectations of the tasks, activities, scope, schedule, workplan, and project protocols.
- 1.3 **Stakeholder Interviews (City, Library, Sewer District):** Individual interview with representatives from each of the public agencies that are part of the civic center project will provide an opportunity for in-dept understanding and desired expectations from each agency.
- 1.4 **Refine Project Scope and Work Plan (as needed):** Based on the above activities, a revised schedule and scope will be created to better meet the objectives of the project stakeholders.

Deliverable: Civic Center Work Plan and Schedule.

Schedule: Completed by the end of September.

2. Need Assessments

- 2.1 **City Hall/Sewer District Needs Assessment:** Work will include a space needs analysis to add the Sewer District to area established in the existing 2018 facility plan. This task will identify current and future space needs of the Sewer Department by interviewing Sewer District officials. One round of revision to the updated space needs report is anticipated prior to the issuance of the final report based on the City's level of satisfaction with the current space needs analysis. Work in this task includes:
 - Reviewing existing space needs analysis and recommending any needed modifications.
 - Sewer District Representative Interviews to identify space needs, operation needs, staffing plans, and exterior spaces.
 - Sewer District Space Needs Analysis Report.
- 2.2 **Library Needs Assessment:** Work will include development of a Library Space Needs Assessment Report. This task will identify the Library program space needs based on functional library requirements, trends in library planning, and understanding your users. Interviews and detailed questions will be asked to determine target square footages, spatial characteristics, and future needs of the library. Three rounds of revisions to the space needs report are anticipated prior to the issuance of the final report. Work in this task includes:

- Programming Interviews with library leadership – up to 2 2-hr initial interviews.
- Identifying future staffing plans, operational changes, programming goals, key adjacencies based on Library Programming Interview analysis.
- Planning, Presentation and Facilitation of a Community/User Library Programming Workshop with user groups and/or community groups identified by library leadership to determine community goals/services needed and establish library program space.
 - Up to 2 2-hr community outreach group virtual workshop sessions with an identified group of community library stakeholders.
 - Up to 2 2-hr community outreach group virtual workshop sessions with an open invite to all public community members interested in library programming.
 - Meeting Summary notes documenting goals/discussions identified
 - Recommendation of services and associated program spaces based on community feedback
- Calculating interior square foot area requirements.
- Calculating exterior square foot area requirements.
- Generating space layout and adjacency priorities.
- Summary of findings in Library Space Needs Assessment Report.

2.2.1 **Demographic Analysis:** Current and future demographic conditions will be examined within 1, 3, and 5 miles of the library site, Snohomish County, and potentially on or two other relevant areas. This analysis will highlight key demographic conditions or trends—such as the share of households with young children, and population growth rates—that may influence the library space needs analysis or design. ESRI Business Analyst data, which draws from the US Census will be used for this analysis.

2.3 **Preliminary Costs Estimate (based on average s.f of similar facilities) for the desired civic facilities:** Preliminary cost estimates for civic facilities will be prepared based on similar projects for confirmation that the space needs can be financially supported by the individual public agencies.

Deliverables: City Hall/Sewer District Space Needs Assessment Report.
 Library Space Needs Assessment Report.
 City Hall/Sewer District Preliminary Cost Estimate.
 Demographic Analysis Report.
 Library Preliminary Cost Estimate.

Schedule: City Hall/Sewer District Needs Refinement completed by the end of October.
 Demographic Analysis Report completed by the 3rd week of October.
 Preliminary Cost Estimates for City Hall completed by the end of October.
 Preliminary Cost Estimates for Library completed by 2nd week of December.
 Library Needs Assessment completed by 2nd week of December.

Note: Needs Assessment Schedules are subject to revision based on interview schedules.

3. P3 Funding Strategies

- **Market Analysis:** Key to leveraging private sector development as part of a civic center project will be an understanding of the value of public land that can be surplus for private sector commercial and/or residential development. Work will include a demand/market analysis for commercial and residential development on land currently owned by the City and Library respectfully which is not needed for civic uses based on the Needs Assessment and Site Alternatives (described in Tasks 2 and 4). Additionally, an evaluation of the potential use and benefit of the property kitty corner of the City/Library site will be part of this Task. The market analysis will evaluate:
 - General demand for commercial and residential development at the civic center site; locational strengths and weaknesses of the site overall; best locations on the site for various types of development; examples of civic centers that have included private development.
 - Land value analysis for surplus land, under commercial and residential development scenarios. Land value estimates will be based on a review of comparable land transactions.
 - Lease rates for built commercial space (retail and office) in order to understand the revenue potential of leasing part of the civic center buildings (if desired by City and/or Library) to private tenants (e.g., coffee shop, general retail, office space, etc.)
- 3.2 **Project Delivery Options:** Evaluate and identify the key issues, advantages and disadvantages of various project delivery options available to each public agency to achieve the desired civic center project. A potential schedule for each delivery option will be identified as part this Task. An emphasis on this Task and Task 3.3 below will be on creative public-private approaches to maximize public sector benefits while minimizing costs. The analysis will include the following delivery options:
- Design-Bid-Build.
 - Progressive Design Build.
 - General Contractor/Construction Manager.
 - 63-20 Progressive Design Build.
 - Lease/Purchase (RCW 35.42) and any related statute for a Library District.
- 3.3 **Project Funding Options:** Evaluate and identify the key issues, advantages, disadvantages, as well as the capacity and ability of various project funding options by each public agency to achieve the civic center project. Based on the cost estimates generated in Phase 1, we will project annual debt/lease payments based on assumptions confirmed with each agency for municipal bond credit ratings, borrowing costs, and length of financing for both the City Hall/Sewer District and Library. This analysis includes the following funding options:
- General Obligation Bonds (voted and non-voted).
 - 63-20 Lease/Purchase with tax-exempt financing.

- Lease/Purchase (RCW 35.42) and any related statute for a Library District.
- Lease with a purchase at fair market value.
- Potential cost reductions associated with providing public land for private development.
- State or Federal Grants Opportunities.
- Other funding strategies as identified by the SDS team or stakeholder group.

Work will include the facilitation of a series of stakeholder meetings including (estimating 4 meetings at 2.5 hours each) to address questions and refine any analysis work to enable decisions on the most appropriate project delivery, project phasing, and funding option identified in 3.2 and 3.3 above for each of the public agencies. Because of the complexity of delivery, financing, and potential phasing options, SDS will work closely with the project stakeholders to identify the most appropriate strategy to achieve the desired interests for the civic center project.

Deliverable: Preliminary Funding Strategy that includes a recommended project delivery approach.

Schedule: Preliminary Funding Strategy completed by 2nd week of December. The Funding Strategy will be reaffirmed and finalized at the conclusion of Phase 2 by the end of March 2021.

PHASE 2

4. Site Alternatives & Conceptual Design

4.1 **Preliminary Alternatives:** Work will include the development of three conceptual site designs illustrating the best options to achieve the goals for civic space and leverages private development opportunity to reduce overall project costs. Work in this task includes:

- Three conceptual site plans that include building area footprint and exterior spaces.
- Presentation of three conceptual site plans to City Council and Sno-Isle Library Board.

4.2 **Preferred Alternative:** Work will include the development of the preferred alternative based on input from the City and Sno-Isle Library. The selected design will be further developed to incorporate wholistic site and building approaches that address utility, site, traffic, and design concerns. Work in this task includes:

- Rendered Site Plan that includes building area footprint and a conceptual exterior landscape architecture and site design. Site design will incorporate traffic study and utility study findings to propose a comprehensive site approach.
- Two Graphic Renderings.

- Preferred Alternative Report summarizing design.
- Presentation of Preferred Alternative to City Council and Sno-Isle Library Board.

4.3 **Updated Cost Estimate:** Preliminary costs estimates generated during the Need Assessment above in Task 2.3, will be updated based on the Preferred Alternative.

4.4 **Conceptual Utility Plan and Environmental Review:** Work will identify combined storm water needs and locations for dry and wet utilities based on expansion of existing infrastructure and future development; and, engineering analysis that will identify preliminary cost sharing for storm water, water and other civil engineering infrastructure requirements.

Deliverables: Combined Summary Report of Preliminary Alternatives & Preferred Alternative.
Updated City Hall/Sewer District Cost Estimate.
Updated Library Space Needs Assessment Cost Estimate.
Conceptual Utility Plan.

Schedule: Preliminary Alternatives Completed by the end by the 1st week of February 2021.
Preferred Alternative Completed by the end of March 2021.
Updated Cost Estimate Completed by the end of March 2021.
Conceptual Utility Plan Completed by the end of March 2021.

5. Public Engagement

5.1 **Public Engagement Event 1:** The first public engagement effort will focus on early outreach to the community in order to identify community objectives for the project, brainstorm ideas, and identify any early issues or concerns via an online survey. The online survey to solicit public input will be hosted on the City's Website. Responses from the survey will be provided to SDS by the City. Public responses will be collected, summarized and used to inform the development of the three preliminary alternatives.

Work in this task includes:

- Content and questions for the survey will be provided by SDS and hosted on the City's Website.
- Responses from the survey will be summarized in the Public Engagement Report Event 1 by the SDS and presented to the public again in Public Engagement Event 2.

5.2 **Public Engagement Event 2:** The three Conceptual Alternatives developed during Task 4 above will be presented during the second public engagement effort in a virtual presentation to the City Council and Library Board. This virtual effort will focus on presenting the three alternatives to the community for comment and identifying previous public input and comments gathered from the Public Engagement Event 1 and that were incorporated into the three preliminary alternatives. Additionally, the presentation will be available for viewing online in conjunction with an online survey that will be posted on the

City's Website for additional comment opportunities in response to the three preliminary site alternatives presented. Public responses will be collected, summarized and provided to the City. Work in this task includes:

- Presentation of the three preliminary alternatives to the City Council to be recorded and posted to the City's website.
- Content and questions for an online survey regarding the three preliminary alternatives will be provided by SDS and hosted on the City's Website.
- Responses from the survey will be summarized in Public Engagement Report Event 2 by SDS.

Deliverable: Public Engagement Report Event 1 – Initial Public Input (Beginning of Phase 1).
Public Engagement Report Event 2 – Conceptual Design Alternatives (End of Phase 2).

Schedule: Public Engagement Event 1 completed by 1st week of November.
Public Engagement Event 2 to occur after Preliminary Conceptual Design Alternatives are presented (completed by the end of February 2021).

Project Meetings and On-Going Project Management:

Stakeholder Check-In Meetings: Regular check-in meetings will be held with the project stakeholders every other week with the SDS Team via virtual meeting platform or on-site meetings as advised based on current health recommendations.

Agency Presentations: The Project Manager and appropriate members of the SDS team will be available to present and discuss key deliverables, at virtual meetings of the City Council and the Sno-Isle Library Board, at the conclusion of each Phase. Three meetings of each agency are anticipated involving the following deliverables:

- Need Assessments & P3 Funding Strategies.
- Preliminary Conceptual Alternatives & Public Engagement Reports.
- Preferred Conceptual Alternative.

SDS Team Work Sessions: Key members of the SDS team will convene every other week in order to prepare and refine all Phase 1 and 2 Tasks. Focused work sessions such as these are a valuable way for multidisciplinary teams to establish a common understanding of key challenges and generate innovative solutions and development and financing alternatives.

Project Management: SDS will ensure project continuity, coordination, adherence to schedule and budget from beginning to end. No less frequently than monthly, SDS will evaluate the work of the project team against the identified tasks, schedule, budget, and quality control and quality assurance standards, making any identified corrections. SDS will also regularly conduct check-in meetings with the City in addition to the regular scheduled stakeholder check-in meetings (virtual platform) specifically evaluating and sharing the results of these examinations. This proactive method will ensure that the highest expectations for the project will be achieved. Monthly progress reports will be submitted by SDS to the City which will outline the various phases, performance of the services, and percent of budget expended compared against estimated project completion, in sufficient detail so the progress of the services can be easily evaluated. Time

records and expenses, including subconsultant expenses will be carefully reviewed on a regular basis and submitted for consideration to the City monthly (see Invoice section below).

Future Phase

Based on Phase 1 and Phase 2 outcomes and decision by the City/Sewer District, and Sno-Isle Library to proceed under a selected delivery method (or multiple delivery methods in the case of a library occurring at a different time or as a stand-alone building/project) for the construction of Civic Center facilities, the City and SDS will negotiate future phases of this project including additional development advisory services up to the actual construction of the facilities under a pre-development and development agreement associated with a lease/lease back structure.

Phase 1 & 2 Fee Estimates

Fees by Task	Estimated Amount
Phase 1	
1. Project Research, Launch & Stakeholder Engagement	\$51,417
2. Need Assessments	\$73,402
3. P3 Funding Strategies	\$46,974
Phase 2	
4. Site Alternatives & Conceptual Design	\$143,364
5. Public Outreach	\$30,506
Reimbursable Expenses:	\$4,292
Total	\$349,955

Note 1: Fee estimates at the Task level are for planning and budget purposes and the projected amount within each Task may be modified by SDS provided the Total cost for Phase 1 and 2 is not exceeded.

Note 2: For billing allocation purposes, the above Fees include the Library Needs Assessment, Concept Design for a stand-alone Library (1 of 3 conceptual designs to be created) on property currently owned by the Library, and other proportionate costs identified below:

- *Library Needs Assessment - \$ 50,798.*
- *Library Only Concept Design - \$47,788 (reflects 1/3 of Task 4 expense.*
- *Library cost allocation for Project Research, Launch & Stakeholder Engagement & Public Outreach: \$27,308 (reflects 1/3 of Task 1 & Task 5 expenses.*

Phase 3 Costs - Reserved

CONSULTANT/CONTRACTOR TEAM

Stowe Development & Strategies (SDS) will serve as the consultant with the City of Lake Stevens for its Civic Center project. Sub consultants under this agreement include:

- **Miller Hull Partnership** – Lead Designer & Architect of Record
Subconsultants:
 - Studio 8x3 – Program & Space Planning
 - Site Workshop – Landscape Architecture
 - Herrera Engineering – Civil Engineer
- **Leland Consulting Group (LCG)** – Market & Demographic Analysis
- **Mainstreet Property Group (MSPG)** – Developer
Subconsultant:
 - Gencap Construction – Cost Estimating

Note: Included in the June 15, 2020 proposal is an organizational chart further detailing the roles of each firm and specific team members.

LAKE STEVENS CIVIC CENTER PHASE 1 & 2 RESPONSIBILITY MATRIX	CORE TEAM				SUPPORT TEAM		
	SDS	LCG	MSPG/GenCap	Miller Hull	Studio 8x3	Site Workshop	Herrera
TASK 1: Project Research, Launch, & Stakeholder Engagement							
1.1 Review and Synthesize	•			•	•	•	•
1.2 Project Kick-off Meeting	•	•	•	•	•	•	•
1.3 Stakeholder Meetings	•	•	•	•		•	•
1.4 Refine Project Scope and Work Plan (as needed)	•			•		•	•
TASK 2: Needs Assessment							
2.1 City Hall/Sewer District Needs Assessment	•			•	•	•	
2.2 Library Needs Assessment	•			•	•	•	
2.2.1 Demographic Analysis	•	•					
2.3 Preliminary Costs Estimate	•	•	•	•			
TASK 3: P3 Funding Strategies							
3.1 Market Analysis	•	•	•				
3.2 Project Delivery Options	•	•	•				
3.3 Project Funding Options	•	•	•				
TASK 4: Site Alternatives & Conceptual Design							
4.1 Preliminary Alternatives	•		•	•		•	
4.2 Preferred Alternative	•		•	•		•	
4.3 Updated Cost Estimate	•	•	•	•		•	
4.4 Conceptual Utility Plan and Environmental Review	•			•			•
TASK 5: Public Engagement							
5.1 Public Engagement Event 1	•			•		•	
5.2 Public Engagement Event 2	•			•		•	

NOT TO EXCEED RATES BY CLASSIFICATION

Classification	Hourly Billing Rate Not to Exceed
STOWE DEVELOPMENT & STRATEGIES	
Principal	\$295
MILLER HULL	
Partner in Charge	\$280
Principal Design Lead	\$250
Project Manager	\$160
Junior Architect	\$100
Studio 8x3	
Principal	\$140
Support Staff	\$85
Site Workshop	
Principal	\$150
Project Manager / Landscape Architect	\$100 - \$140
Landscape Architect / Project Designer	\$90 - \$120
Horticulture	\$110
Herrere	
Vice President	\$270
Engineer V	\$250
Scientist V	\$207
Engineer IV	\$177 - \$197
GIS Analyst IV	\$150
Scientist III	\$142
CAD Technician III	\$139
Engineer II	\$131
Project Accountant III	\$122
Administrative Coordinator IV	\$123
LELAND CONSULTING GROUP	
Managing Principal	\$225
Principal	\$200
Senior Consulting Advisor	\$200
Consulting Advisor	\$180
Senior Associate	\$170
Associate	\$140
Administrative	\$100

Classification	Hourly Billing Rate Not to Exceed
MAIN STREET PROPERTY GROUP	
President	\$300
SVP of Development	\$225
Gen Cap	
President	\$260
Preconstruction Director	\$200
Estimator/Sr. Project Engineer	\$85

INVOICES

SDS shall submit periodic invoices (but not more frequently than monthly) to the City for the services identified within the Scope of Work. SDS will include a ten (10) percent administrative fee for all direct sub-contractor expenses (Miller Hull, Leland Consulting Group, and Main Street Property Group, excluding any sub-contractor's working on behalf of these firms). Miller Hull will also include a ten (10) percent administrative fee only for its direct sub-contractor expenses. The City shall pay SDS within thirty (30) days of the receipt of a correct invoice in accordance with the City's usual payment procedures. If the City objects to all or any portion of any invoice, it shall so notify SDS within twenty (20) days from the date of receipt but shall pay the undisputed portion of the invoice. The parties shall immediately make every effort to settle the disputed portion of any invoice.

INSURANCE

SDS will provide the City of Lake Stevens with a Certificate of Insurance meeting its required commercial general liability, professional liability, and automobile liability anticipated to be included as part of a future agreement.

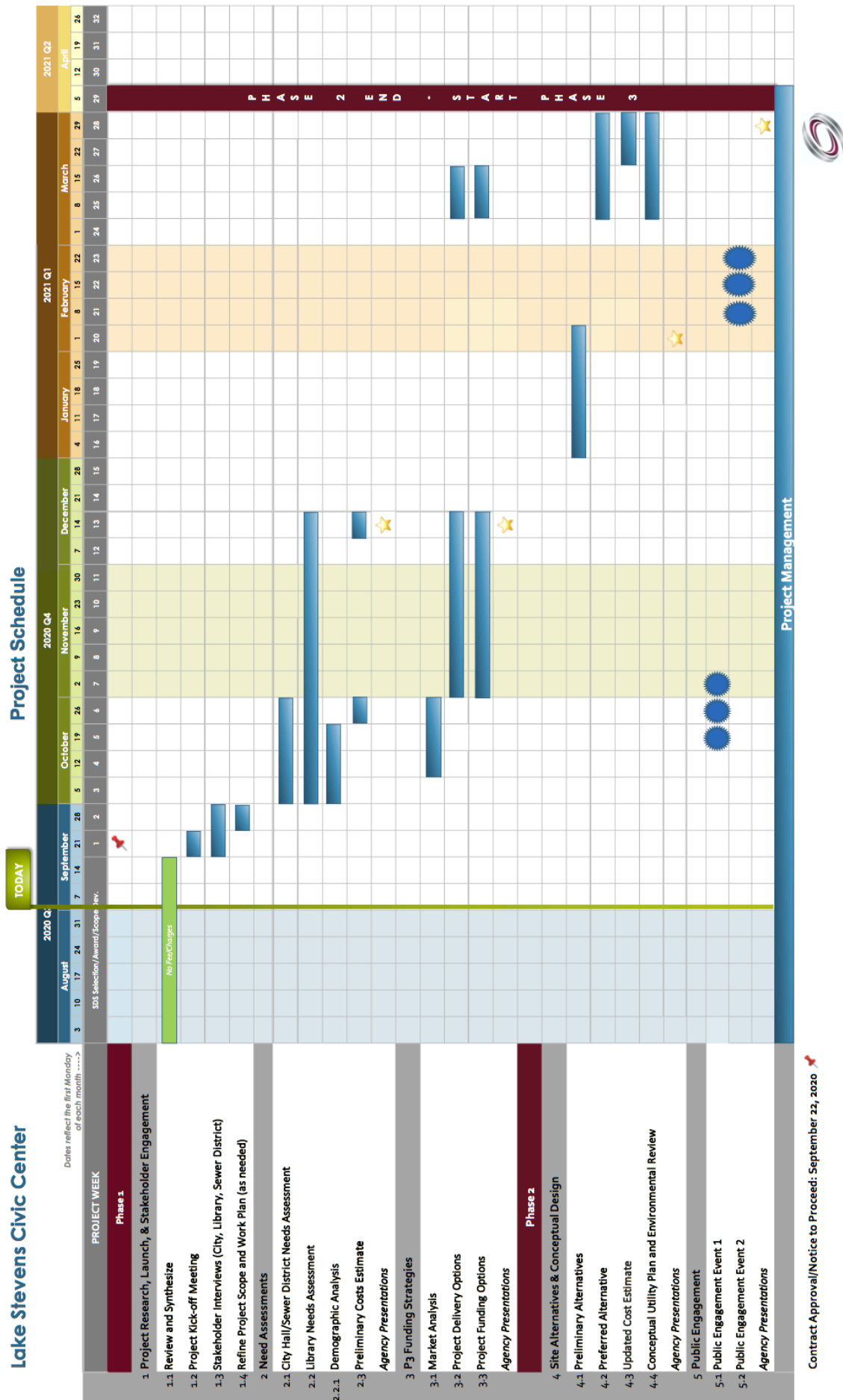
We look forward to completing the Scope of Work and working with you and the other stakeholders on this very important project. We are excited to create a new civic campus that will serve as a symbol of civic pride for generations

Sincerely,



Robert S. Stowe, Principal
STOWE DEVELOPMENT & STRATEGIES

Attachment: Schedule





LAKE STEVENS CITY COUNCIL
STAFF REPORT

Council Agenda

Date: September 22, 2020

Subject: Replacement of Fleet Vehicles

Contact

Person/Department: John Dyer, Chief of Police **Budget Impact:**

RECOMMENDATION(S)/ACTION REQUESTED OF COUNCIL: Approve 2020 ordering of four Police vehicles scheduled to be replaced in 2021

SUMMARY/BACKGROUND:

The Police Department has over 30 vehicles in the Police Department fleet. To keep the fleet in operation, as well as to help create a reliable and stable funding model, which does not fluctuate greatly from year to year, we have created a replacement cycle for the fleet vehicles. The replacement schedule is based on 5 years for a patrol vehicle and 10 years for non-line vehicle. The reasoning for this estimate is:

1. This is the average in which these vehicles reach 100,000 miles. Our experience is that these vehicles, which are used much differently than non-police vehicles, start to experience increased maintenance costs after 100,000 miles. The City experiences better value at auction when vehicles do not have extensive repair histories.
2. By using a mileage guide for replacement, we can create a level replacement cycle, which avoids huge fluctuations in budgeting, thus being able to plan for a stable vehicle fleet.

Police vehicles are purchased out of the Law Enforcement 520 Capital replacement funds. The full cost of these replacements is \$217,393.35 for 2021.

2021 Vehicle Purchase Request	
2021 Ford PI SUV / Patrol (Replace PT-16-60)	\$ 62,535.28
2021 Ford PI SUV / Patrol (Replace PT-16-65)	\$ 62,535.28
2021 Ford PI SUV / Patrol (Replace PT-17-75)	\$ 62,535.28
2021 Ford Transit Passenger Van (Replace A-07-40)	\$ 29,787.50
Total:	\$ 217,393.35

Council is requested to authorize the order of 4 Police Vehicles in 2021. To receive 2021 models in a timely manner, we need to order before October of 2020. If we wait until January of 2021 to order the vehicles, we will be looking at a delivery date of late 2021 for the 2021 models. Two points of note:

- The \$217,393.35 figure is full cost. We will reuse as much equipment as possible.
- In 2020, we transitioned to the hybrid platform for our patrol vehicles. We are recommending, based on department needs, and total operating cost over 5 years, that we continue with the hybrid system.

The supporting documentation included consists of our fleet replacement plan, the specific requests for the 4 vehicles being requested and the list of equipment that goes into a fleet vehicle.

BUDGET IMPACT: The budget impact is difficult to estimate. Impact to funded 520 funds

ATTACHMENTS:

- ▶ Exhibit A: Fleet replacement Schedule
- ▶ Exhibit B: Request for new vehicles
- ▶ Exhibit C: Equipment for new line vehicles

4	4	4	4	4	4	4	5	3	5
----------	----------	----------	----------	----------	----------	----------	----------	----------	----------

2021 Departmental Budget Request

Item Requested:	Vehicle: Patrol
Description of Request:	2021 Ford PI Utility Hybrid
Additional items needed to put request into service (equipment, storage, training, accessories)	See below and attached
Please provide an explanation of the purpose of the project or program	Ongoing replacement cycle. This will replace vehicle# PT60, which has 90K miles, and a diminishing maintenance record (see below).
Is this project/program expected to span more than one calendar of year?	Yes
Cost:	\$62,535.28
Additional costs related to putting item into service	Insurance
future annual costs (upgrades/renewals)	Fuel, maintenance, insurance
Anticipated Fund	
Anticipated Budget Line	
Prepared By:	Dyer
Department Head Initials: (if other than preparer)	

2021 Patrol Vehicle Purchases					
Vehicle	Base Price	Tax	Equipment	Install	Total
2021 Ford PI Utility Hybrid	\$47,963.00	\$4,028.89	\$ 8,543.39	\$2,000.00	\$62,535.28
2021 Ford Interceptor Pursuit-Rated AWD SUV				Ordered?	Received?
Whelen Core W/Control Head	1	\$1,200.00	\$ 1,200.00		
Whelen Projector Series Speaker/Bracket	1	\$ 200.00	\$ 200.00		
Whelen Liberty II Lightbar	1	\$2,400.00	\$ 2,400.00		
Whelen Argus Spotlight System	1	\$1,000.00	\$ 1,000.00		
Graphics	1	\$1,200.00	\$ 1,200.00		
Havis Center Printer Console w/Accessories	1	\$1,200.00	\$ 1,200.00		
Stop Stick Mounting Tray	1	\$ 47.00	\$ 47.00		
Patrol Supplies	1	\$ 569.46	\$ 569.46		
		Subtotal	\$ 7,816.46		
		Tax	\$ 726.93		
		Total	\$ 8,543.39		

2021 Departmental Budget Request

Item Requested:	Vehicle: Patrol
Description of Request:	2021 Ford PI Utility Hybrid
Additional items needed to put request into service (equipment, storage, training, accessories)	See below and attached *Will use as much equipment from replaced vehicle as possible, which will reduce costs
Please provide an explanation of the purpose of the project or program	Ongoing replacement cycle. This will replace vehicle# PT65, which has 104K miles, and a diminishing maintenance record.
Is this project/program expected to span more than one calendar of year?	Yes
Cost:	\$62,535.28
Additional costs related to putting item into service	Insurance
future annual costs (upgrades/renewals)	Fuel, maintenance, insurance
Anticipated Fund	
Anticipated Budget Line	
Prepared By:	Dyer
Department Head Initials: (if other than preparer)	

2021 Patrol Vehicle Purchases					
Vehicle	Base Price	Tax	Equipment	Install	Total
2021 Ford PI Utility Hybrid	\$47,963.00	\$4,028.89	\$ 8,543.39	\$2,000.00	\$62,535.28
2021 Ford Interceptor Pursuit-Rated AWD SUV				Ordered?	Received?
Whelen Core W/Control Head	1	\$ 1,200.00	\$ 1,200.00		
Whelen Projector Series Speaker/Bracket	1	\$ 200.00	\$ 200.00		
Whelen Liberty II Lightbar	1	\$ 2,400.00	\$ 2,400.00		
Whelen Argus Spotlight System	1	\$ 1,000.00	\$ 1,000.00		
Graphics	1	\$ 1,200.00	\$ 1,200.00		
Havis Center Printer Console w/Accessories	1	\$ 1,200.00	\$ 1,200.00		
Stop Stick Mounting Tray	1	\$ 47.00	\$ 47.00		
Patrol Supplies	1	\$ 569.46	\$ 569.46		
		Subtotal	\$ 7,816.46		
		Tax	\$ 726.93		
		Total	\$ 8,543.39		

2021 Departmental Budget Request

Item Requested:	Vehicle: Patrol
Description of Request:	2021 Ford PI Utility Hybrid
Additional items needed to put request into service (equipment, storage, training, accessories)	See below and attached *Will use as much equipment from replaced vehicle as possible, which will reduce costs
Please provide an explanation of the purpose of the project or program	Ongoing replacement cycle. This will replace vehicle# PT62, which has 96K miles, and a diminishing maintenance record.
Is this project/program expected to span more than one calendar of year?	Yes
Cost:	\$62,535.28
Additional costs related to putting item into service	Insurance
future annual costs (upgrades/renewals)	Fuel, maintenance, insurance
Anticipated Fund	
Anticipated Budget Line	
Prepared By:	Dyer
Department Head Initials: (if other than preparer)	

2021 Patrol Vehicle Purchases					
Vehicle	Base Price	Tax	Equipment	Install	Total
2021 Ford PI Utility Hybrid	\$47,963.00	\$4,028.89	\$ 8,543.39	\$2,000.00	\$62,535.28
2021 Ford Interceptor Pursuit-Rated AWD SUV				Ordered?	Received?
Whelen Core W/Control Head	1	\$1,200.00	\$ 1,200.00		
Whelen Projector Series Speaker/Bracket	1	\$ 200.00	\$ 200.00		
Whelen Liberty II Lightbar	1	\$2,400.00	\$ 2,400.00		
Whelen Argus Spotlight System	1	\$1,000.00	\$ 1,000.00		
Graphics	1	\$1,200.00	\$ 1,200.00		
Havis Center Printer Console w/Accessories	1	\$1,200.00	\$ 1,200.00		
Stop Stick Mounting Tray	1	\$ 47.00	\$ 47.00		
Patrol Supplies	1	\$ 569.46	\$ 569.46		
		Subtotal	\$ 7,816.46		
		Tax	\$ 726.93		
		Total	\$ 8,543.39		

2021 Departmental Budget Request

Item Requested:	Vehicle: Administration
Description of Request:	2021 Ford Transit Connect Passenger Van
Additional items needed to put request into service (equipment, storage, training, accessories)	As this is a passenger van used primarily for training and administrative purposes, there is little equipment other than safety equipment required (fire extinguisher, first aid kit, etc.)
Please provide an explanation of the purpose of the project or program	Ongoing replacement cycle. This will replace vehicle# A-07-40 (Dodge Caravan)
Is this project/program expected to span more than one calendar of year?	Yes
Cost:	\$29,787.50
Additional costs related to putting item into service	Insurance
future annual costs (upgrades/renewals)	Fuel, maintenance, insurance
Anticipated Fund	
Anticipated Budget Line	
Prepared By:	Dyer
Department Head Initials: (if other than preparer)	

2021 Administrative Vehicle Purchases					
Vehicle	Base Price	Tax	Equipment	Install	Total
2021 Ford Transit Connect Passenger Van	\$ 27,328.00	\$ 2,295.55	\$ 163.95	\$ -	\$29,787.50
2021 Ford Connect 150 Passenger Van				Ordered?	Received?
Fire Extinguisher	1	\$ 50.00	\$ 50.00		
Safety Kit	1	\$ 100.00	\$ 100.00		
		Subtotal	\$ 150.00		
		Tax	\$ 13.95		
		Total	\$ 163.95		

Exhibit C

2021 Vehicle Supplies Purchase List							
Number of Vehicles	Item:	Quantity:	Price:	Per Vehicle:	Total Cost:	Ordered?	Received?
3	Traffic Vest	2	\$ 55.00	\$ 110.00	\$ 330.00		
3	18" Traffic Cones	6	\$ 20.00	\$ 120.00	\$ 360.00		
3	Rustoleum Marking Paint (Orange)	0					
3	Komelon 6622 200' Measuring Tape	1	\$ 25.00	\$ 25.00	\$ 75.00		
3	Komelon 6611 100' Measuring Tape	1	\$ 15.00	\$ 15.00	\$ 45.00		
3	Life Jacket (PFD) / Mustang MD3087LE	0					
3	Mustang Survival 75' Throw Rope	0					
3	RIPP Restraint	0					
3	Fire Extinguisher	0					
3	Trauma Kit	1	\$ 150.00	\$ 150.00	\$ 450.00		
3	Bio Hazard Cleanup Kit	1	\$ 20.00	\$ 20.00	\$ 60.00		
3	Sharps Container	0					
3	Personal Protective Equipment	1	\$ 20.00	\$ 20.00	\$ 60.00		
3	Magnetic Mic	1	\$ 29.47	\$ 29.47	\$ 88.41		
3	AED	0	\$1,100.00	\$ -	\$ -		
3	Heavy Duty Nitrile Gloves	0					
3	Stop Sticks	0					
3	Sound Meter	0					
3	Pro-Lok Lockout Kit (AK42-LAXL)	1	\$ 79.99	\$ 79.99	\$ 239.97		
3	Portable Breath Test (PBT) / AlcoSensor FST	0					
3	Fingerprint Kit	0					
			Subtotal:	\$ 569.46	\$ 1,708.38		
			Tax:	\$ 50.68	\$ 152.05		
			Total:	\$ 620.14	\$ 1,860.43		



This page left blank intentionally



LAKE STEVENS CITY COUNCIL
STAFF REPORT

Council Agenda

Date: September 22, 2020

Subject: Adopt-a-Community Program Update

Contact	Jill Meis, Parks Planning and Development	Budget	N/A
Person/Department:	<u>Coordinator</u>	Impact:	

RECOMMENDATION(S)/ACTION REQUESTED OF COUNCIL: Update for information

SUMMARY/BACKGROUND:

Lake Stevens has a vibrant volunteer community of individuals and groups that help with projects ranging from roadside clean-up to ongoing dedication to specific sites. A coordination of these efforts was requested by City Council to consolidate different department volunteer needs and track available volunteers and projects. The Adopt-a-Community Program coordinates all categories of volunteers and volunteer activities for City Hall and provides a framework to outline expectations, policies, schedule and recognition of volunteers.

This volunteer program is established to keep our public spaces vibrant, welcoming and beautiful and to create opportunities for individuals, non-profit groups, corporations and businesses to participate in a program that improves the quality of life in our community. The City recognizes the vital role that volunteers fulfill and want the volunteer experience to benefit both the City and the volunteer. The Adopt-A-Community offers groups and individuals a way to enhance their corporate or civic visibility and promote their commitment to the local community.

The program also provides guidance on capital projects, partnerships and legacy gifts of property, equipment and donations. Evaluation of the program on a yearly basis will provide vital information on expansion and potential changes needed to keep the program relevant and engaging. Protocols for required paperwork are included for ease of volunteer compliance and reference. Part of the program is developing and updating a list of available projects and keeping program information on the City website.

Recognition of volunteers is critical for ongoing success of the Adopt-A-Community Program. Recognition is defined in the program commiserate with type of volunteering provided such as plaques, letters of recommendation or naming of elements. All volunteers are also invited and encouraged to attend a yearly event that is scheduled to honor and recognize the contributions volunteering provides.

APPLICABLE CITY POLICIES: Adopt-a-Community Program

BUDGET IMPACT: N/A

ATTACHMENTS: Adopt-a-Community Program Policy



Lake Stevens Adopt-A-Community Volunteer Program Policy

This volunteer program is established to keep our public spaces vibrant, welcoming and beautiful and to create opportunities for individuals, non-profit groups, corporations and businesses to participate in a program that improves the quality of life in our community. The City recognizes the vital role that volunteers fulfill and want the volunteer experience to benefit both the City and the volunteer. The Adopt-A-Community offers groups and individuals a way to enhance their corporate or civic visibility and promote their commitment to the local community. It is not the intention of this program to displace paid employee positions, but rather to enrich the community with functions the City could not provide without the volunteer program.

This program policy outlines the roles and responsibilities of the volunteers and describes the framework to help make the program successful. There are many different types of volunteers and needs to be filled by volunteers. This guide defines the categories of available volunteer opportunities from broad to narrow, provides the requirements for each and defines recognition.

The Adoption Program offers an easy and fun way for the community to get involved and help keep the City of Lake Stevens a beautiful and vibrant place to live. Service groups and corporate sponsors are vital to the quality of life within our community and provide additional support to local governments by helping with clean-up efforts and organizing larger projects.

Definitions

Department - the Planning and Community Development Department.

Organizational Volunteer - anyone who, without compensation, performs an organizational task at the direction and on behalf of the City. A volunteer must be officially registered and/or be enrolled by the City prior to performance of the task. Volunteers shall not be considered employees of the City of Lake Stevens.

Volunteer Service Workers – anyone who, without compensation, performs a limited scope of service for a specified task. A volunteer must be officially registered and/or be enrolled by the City prior to performance of the task. Volunteers shall not be considered employees of the City of Lake Stevens.

Volunteer Coordinator - staff member tasked with coordinating volunteer activities and volunteers for the Department.



Description of Volunteers and Term of Commitment

The Adopt-A-Community program has three main categories – short term or volunteer service worker, long term or organizational volunteer and ongoing volunteers.

1. Ongoing or organizational volunteers will be separately advertised for and filled on an application basis through a solicitation process. Examples are administrative help or ongoing support in a formal and scheduled manner.
2. Long term opportunity examples are parks, trails, streets and beaches that require a two-year commitment.
3. Short term or volunteer service worker opportunity examples are one-time special projects and terms are at the discretion of the volunteer and volunteer coordinator.
4. Participate in running special events.

Parks, Trails and Streets

Parks are the backbone of the community volunteer program providing almost 200 acres of recreation area. Volunteers within parks are tasked with litter clean up, weeding, trimming cleaning and special projects. In order to adopt a park or other element such as beach, a volunteer or group must commit to clean or maintain the park at least three times per year over a two-year commitment.

Trails and Streets are important to quality of life and are defined in lengths that are easily identifiable such as a trail that connects one part of a community to another and a street that has identifiable intersections. The volunteer must maintain the entire section that has been adopted three times per year over a two-year commitment.

Special projects are one-time projects that come about from an identified need or is community initiated. These projects are generally short-term comprised of a few days. Examples of projects are building a set of stairs or painting a facility. These special projects can be undertaken by an individual or a group such as a corporation or service club.

A special project can be taken on if the group or individual has experience or can reasonably accomplish the task by demonstrating a plan of completion. The Volunteer Coordinator will meet with the individual or group and establish scope of project, materials list and deliverables. This allows the City to coordinate the necessary oversight and order materials needed. If the group or individual is proposing a donation of materials, acceptance of the gift must be documented, and depending on the value, may have to be approved by City Council. Once the plan of completion has been approved the project will be scheduled.



Partnering in Capital Projects

In large scale projects such as new park construction or redevelopment of an existing park, an individual or corporate sponsor may become a partner with the City and contribute through design, acquisition / donation of property, construction or in-kind donations of labor or materials along with direct financial contributions. In such partnerships, the City Council will officially accept the donation and naming rights may be given. In recognizing the large contribution to the community, specific amenities or elements may be named after the individual or corporation such as in the case of a legacy gift. The naming rights will be commensurate with the value of the contribution. In the case of an amenity, a plaque will be erected reflecting the names of the contributor 's choice.

The City supports youth organizations such as scouts, YMCA / Boys and Girls Club and schools on aligning projects with service and educational needs. Organizations or individuals can contact the Volunteer Coordinator to present projects that bring value to the community by volunteering, construction or donation.

Special Events and Community Festivals

The City hosts several community festivals and permits special events. Community events and festivals are ways to foster community pride and provide inclusion for the community. Examples are sporting events, seasonal festivals and community events. Volunteers are essential to the success of this important outreach. Volunteers are utilized to help with various tasks including hands on support of the event as well as planning, sponsoring, set up and clean up. Please contact the Volunteer Coordinator for sponsorship of events or initiating an event.

Schedule

The City understands the schedules of volunteers are limited and every effort will be made to schedule more complex projects at a time that is most convenient such as weekends, etc. There are times when projects may need to adhere to a specific schedule due to weather, regulatory requirements or availability of professional staff. It is advised to inform the Volunteer Coordinator of desired schedules with as much advance notice as possible.

Safety of Volunteers

The safety and welfare of volunteers is of paramount importance and as such the City is committed to providing appropriate training and welcomes feedback from volunteers on how to improve safety while volunteering. The Volunteer Coordinator is trained in CPR/AED and basic first aid. Volunteers will be trained in CPR/AED and basic first aid based on volunteer job description. A first aid kit is available at all City Hall and can be obtained for



any volunteer site. In the event of an injury, appropriate first aid is to be given and aid called if necessary. At the conclusion of the injury stabilization an accident form must be filled out immediately and submitted to the Volunteer Coordinator. Accident forms can be obtained in City Hall or if working remotely, one will be provided to you.

- Any equipment needed for volunteers will be provided including but not limited to personal protection equipment, trash bags, safety vests and litter pick-up sticks.
- Minors must always have direct supervision by an adult. No power tools are to be used by minor volunteers at any time.
- Additional checks will be required for volunteers with unsupervised contact with minors or vulnerable adults.
- The City will provide a copy of the various checks performed on the prospective volunteer upon request.

Requirements

Volunteers are viewed as a valuable resource to the City and community. Volunteers will be given the right to meaningful work and treated with respect by staff and given recognition and feedback.

In return volunteers agree to perform their duties to the best of their abilities and work toward the mission of parks and recreation and maintain attractive community streets, sidewalks and public facilities. If a volunteer disagrees with the vision or mission of the City, contact the Volunteer Coordinator and attempt to gain clarity. It is important that volunteers refrain from commenting in public as an official for the City. At times, a volunteer may be privy to confidential information, and as such, it must be kept confidential.

Certain requirements such as maintenance of records, timesheets and hold harmless forms are needed by the City to ensure proper reporting requirements. All hold harmless forms must be fully filled out and signed prior to any work beginning. Time tracking requirements include a timecard to be filled out for all volunteers and remitted to staff at the conclusion of the project. A group timesheet for group volunteers is available.

In some instances, a background check and other requirements will be required. If driving a city vehicle is required by a volunteer job description, a driver's abstract may be required and will be made available to the volunteer. Volunteers are not allowed to use personal vehicles for volunteer work or City business.

An orientation will be provided for organizational volunteers that will include a review of requirements and expectations from the volunteer and expectations of the city for the volunteer including personal protection equipment (PPE).



Role of Volunteer Coordinator

The success of the program depends upon the effective coordination of opportunities and volunteers. The productive utilization of volunteers requires planning and organization and the Volunteer Coordinator acts as a central contact and offers coordinated and effective management under the City guidelines for the benefit of volunteers in their effort to provide productive services. The Volunteer Coordinator serves under the Community Development Director and official job title may differ.

The Volunteer Coordinator will maintain a list of possible volunteer activities.

Evaluation of the Volunteer Program

The Volunteer Coordinator will conduct an annual evaluation of the utilization of volunteers by the Department. The purpose of the evaluation is to obtain the efficiency of the program, the budget and the performance of ongoing volunteers. The Volunteer Coordinator will evaluate the number of volunteers used, number of volunteer hours served, projects and events where volunteers were used.

Recognition

Recognition of volunteers is imperative to continued success of the program. In the Adopt-a-Community program where a park or other element is adopted, this is accomplished by erecting signs or plaques that promote and identify the group or individual that has adopted the element. Signs or plaques will be ordered according to a sign standard, but the content will be at the discretion of the honoree with final approval given by the Department. Recognition of special projects completed within our community will be advertised on the City website and social media as well as a letter signed by the Mayor.

All volunteers are also invited to and encouraged to attend a yearly event that is scheduled to honor and recognize the contributions volunteering provides. Input on yearly events is encouraged and should be submitted in writing to the Volunteer Coordinator.

Letters of recommendation for future careers, college or community service certification are also forms of recognition and will be processed by the Department with final approval from the Human Resources Department.



LAKE STEVENS CITY COUNCIL
STAFF REPORT

Council Agenda Date: September 22,
2020

Subject: Dedication of Lundeen Parkway Bridge in Memory of James M. Barnes and Mental Health Awareness

Contact	Jill Meis, Parks Planning and Development	Budget	\$1000.00
Person/Department:	Coordinator	Impact:	

RECOMMENDATION(S)/ACTION REQUESTED OF COUNCIL: Approve dedication of Lundeen Parkway Bridge in memory of James M. Barnes and Mental Health Awareness

SUMMARY/BACKGROUND:

On July 26, 2019, 16-year-old James M. Barnes died as a result of mental illness. James was born and raised in Lake Stevens and attended Lake Stevens schools. Jeffrey Barnes was James' older brother and he has contacted the city to dedicate the bridge located approximately in the 700 block of Lundeen Parkway for those suffering from mental illness and suicide prevention in the name of James M. Barnes.

The bridge would bear his name as well as the quote, "It's ok to cry" "Dedicated to those affected by mental illness or suicide ideation. You are not alone. Seek help, find hope."

Staff has reviewed Policy P-3-90 and found that dedication of bridges and ROW is not covered by this policy. City Council has approved naming elements of significance after individuals within the community in the past.

The budget impact is the cost of the plaques for dedication.

BUDGET IMPACT:
\$1000.00



This page left blank intentionally



LAKE STEVENS CITY COUNCIL
STAFF REPORT

Council Agenda

Date: September 22, 2020

Subject: Comcast Franchise Discussion

Contact

Person/Department: Troy Stevens **Budget Impact:**

RECOMMENDATION(S)/ACTION REQUESTED OF COUNCIL: Discussion about the renewal of the Comcast Cable franchise agreement with a term of ten years.

SUMMARY/BACKGROUND:

Comcast's 10-year cable franchise agreement with the City of Lake Stevens originally expired on July 29, 2013. Elana Zana, attorney at Ogden Murphy Wallace, has been assisting the City with negotiations with Comcast.

The new agreement with Comcast includes:

1. Requirement that Comcast continues to pay 5% of their gross revenues from cable services to the City as a franchise fee.
2. A 30% discount rate from regularly published rates for individuals who are considered low income by federal standards, and who are either permanently disabled, or over 65 years of age.
3. Continued complimentary cable service to all City-owned buildings, subject to an election by Comcast to discontinue upon 120 days' notice.
4. Collection of \$0.50/subscriber/month to support the Government Access Channel for one year. Thereafter this amount will reduce to \$0.35/subscriber/month.
5. Terms requiring compliance with general use of the ROW requirements and permitting.
6. Indemnification and Insurance provisions.
7. Design standards and requirements for strand-mounted Wi-Fi devices on Comcast's own cables.

Outside of the terms of the franchise, Comcast offers an Internet Essentials Program for low income families and individuals, which is offered to the citizens of Lake Stevens.

ATTACHMENTS: Ordinance 1097 – Comcast Franchise

ORDINANCE NO. 1097

AN ORDINANCE OF THE CITY OF LAKE STEVENS, WASHINGTON, GRANTING COMCAST CABLE COMMUNICATIONS, LLC, THE RIGHT, PRIVILEGE, AUTHORITY AND FRANCHISE TO CONSTRUCT, OPERATE, MAINTAIN, RECONSTRUCT, REPAIR AND UPGRADE THE CABLE SYSTEM UPON, OVER, UNDER, ALONG, ACROSS AND THROUGH THE FRANCHISE AREA FOR THE PURPOSE OF PROVIDING CABLE SERVICES, SUBJECT TO THE TERMS AND CONDITIONS SET FORTH IN THIS ORDINANCE AND APPLICABLE LAW.

WHEREAS, the City of Lake Stevens (City) has a legitimate and necessary regulatory role in ensuring the availability of cable communications service, and reliability of cable systems in its jurisdiction, the availability of local programming (including public, educational and Governmental Access programming) and quality Customer service; and

WHEREAS, diversity in Cable Service programming is an important policy goal and Grantee's Cable System offers a wide range of programming services; and

WHEREAS, the City is authorized by applicable law to grant one or more nonexclusive Franchises to construct, operate and maintain cable systems within the boundaries of the City; and

WHEREAS, in consideration of the mutual promises made herein, and other good and valuable consideration as provided herein, the receipt and adequacy of which are hereby acknowledged, the City and Grantee do hereby agree as follows; NOW THEREFORE,

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

CABLE FRANCHISE

Between

CITY OF LAKE STEVENS, WASHINGTON

And

COMCAST CABLE COMMUNICATIONS, LLC

TABLE OF CONTENTS

INTRODUCTORY STATEMENT.....	1
<u>SECTION 1. DEFINITIONS.....</u>	2
“Access” or “Access Programming”	2
“Access Channel”	2
“Activation” or “Activated”	2
“Affiliated Entity” or “Affiliate”	2
“Bad Debt”	2
“Basic Service”	2
“Broadcast Signal”	2
“Cable Act”	3
“Cable Operator”	3
“Cable Service”	3
“Cable System”	3
“Capital Contribution”	3
“Channel”	4
“City” 4	
“Customer Service Representative”	4
“Designated Access Provider”	4
“Downstream Channel”	4
“Dwelling Unit”	4
“Expanded Basic Service”	Error! Bookmark not defined.
“FCC”	4
“Fiber Optic”	4
“Franchise”	4
“Franchise Area”	4
“Franchise Fee”	4
“Grantee”	5
“Gross Revenues”	5
“Headend” or “Hub”	7

{ERZ2234031.DOCX;4/13140.000005/ }

“Interconnect” or “Interconnection”	Error! Bookmark not defined.
“Leased Access Channel”	8
“Locally Scheduled Original Programming”	Error! Bookmark not defined.
“Noncommercial”	Error! Bookmark not defined.
“Normal Business Hours”	Error! Bookmark not defined.
“Normal Operating Conditions”	Error! Bookmark not defined.
“Pay Service” or “Premium Service”	8
“Person”	8
“Rights-of-Way”	8
“Service Interruption”	8
“State”	8
“Subscriber” or “Customer”	9
“Tier”	9
“Video Programming”	9
<u>SECTION 2. GRANT OF FRANCHISE</u>	9
2.1 Grant	9
2.2 Use of Rights-of-Way	10
2.3 Term	11
2.4 Franchise Nonexclusive	11
2.5 Grant of Other Franchises	12
2.6 Familiarity with Franchise	13
2.7 Effect of Acceptance	14
2.8 Police Powers	14
2.9 Franchise Area	14
2.10 Reservation of Rights	14
<u>SECTION 3. FRANCHISE FEE AND FINANCIAL CONTROLS</u>	14
3.1 Franchise Fee	14
3.2 Payments	15
3.3 Acceptance of Payment	15
3.4 Franchise Fee Reports	15
3.5 Audits	15

3.6	Financial Records.....	15
3.7	Underpayments	16
3.8	Maximum Franchise Fee	16
3.9	Additional Commitments Not Franchise Fees	Error! Bookmark not defined.
3.10	Payment on Termination	16
3.11	Service Packages.....	16
3.12	Additional Compensation.....	17
3.13	Tax Liability	17
<u>SECTION 4. ADMINISTRATION AND REGULATION</u>		17
4.1	Rates and Charges.....	17
4.2	No Rate Discrimination	17
4.3	Filing of Rates and Charges	18
4.4	Time Limits Strictly Construed	18
4.5	Performance Evaluation	18
4.6	Leased Access Channel Rates.....	19
4.7	Late Fees	19
<u>SECTION 5. FINANCIAL AND INSURANCE REQUIREMENTS</u>		19
5.1	Indemnification	19
5.2	Insurance Requirements	23
5.3	Security	25
5.4	Bonds.....	26
<u>SECTION 6. CUSTOMER SERVICE</u>		27
6.1	Customer Service Standards.....	27
6.2	Subscriber Privacy.....	27
6.3	Customer Service Agreement and Manual	27
<u>SECTION 7. REPORTS AND RECORDS.....</u>		27
7.1	Open Records	Error! Bookmark not defined.
(A)	<u>Books and Records</u>	Error! Bookmark not defined.
(B)	<u>File for Public Inspection</u>	Error! Bookmark not defined.
7.2	Confidential / Proprietary Information.	Error! Bookmark not defined.

7.3	Records Required	Error! Bookmark not defined.
7.4	Copies of Federal and State Reports.....	Error! Bookmark not defined.
7.5	Complaint File and Reports	Error! Bookmark not defined.
7.6	Inspection of Facilities and Annual Meeting	Error! Bookmark not defined.
7.7	False Statements	Error! Bookmark not defined.
<u>SECTION 8. PROGRAMMING</u>		30
8.1	Broad Programming Categories	30
8.2	Deletion of Broad Programming Categories	30
8.3	Obscenity	30
8.4	Services for the Disabled.....	30
8.5	Parental Control Device.....	30
8.6	Complimentary Cable Service	31
8.7	New Technology.....	31
<u>SECTION 9. PUBLIC, EDUCATIONAL AND GOVERNMENTAL ACCESS</u>		31
9.1	Access Channels.....	32
9.2	Triggers for Additional Access Channel	Error! Bookmark not defined.
9.3	Management and Control of Access Channels	32
9.4	Underutilized Access Channels	32
9.5	Access Channel Identification/Location/Relocation/Bill Insertions.....	33
9.6	Access Interconnections.....	Error! Bookmark not defined.
9.7	Support for Access Capital Costs	33
9.8	Technical Quality	34
9.9	Return Connectivity	34
<u>SECTION 10. GENERAL RIGHT-OF-WAY USE AND CONSTRUCTION</u>		36
10.1	Construction	36
10.2	Location of Facilities	36
10.3	Restoration of Rights-of-Way.....	37
10.4	Maintenance and Workmanship	38
10.5	Acquisition of Facilities	38
10.6	Reservation of Rights-of-Way.....	Error! Bookmark not defined.
10.7	Rights-of-Way Vacation.....	39

{ERZ2234031.DOCX;4/13140.000005/ }

10.8	Removal of Discontinued Facilities	40
10.9	Hazardous Substances	41
10.10	Undergrounding of Cable.....	41
10.11	Codes.....	43
10.12	Construction and Use of Poles	Error! Bookmark not defined.
10.13	Tree Trimming	43
10.14	Standards.....	43
10.15	Stop Work	44
10.16	Work of Contractors and Subcontractors	44
10.17	GIS Mapping	Error! Bookmark not defined.
10.18	Pole Transfers	44
10.19	Strand Mounted WiFi Facilities.	44
<u>SECTION 11. CABLE SYSTEM DESIGN.....</u>		45
<u>SECTION 12. TECHNICAL STANDARDS</u>		46
12.1	Technical Performance.....	46
12.2	Cable System Performance Testing	46
<u>SECTION 13. SERVICE EXTENSION</u>		47
13.1	Service Availability.....	47
<u>SECTION 14. STANDBY POWER AND EAS.....</u>		48
14.1	Standby Power	48
14.2	Emergency Alert Capability	48
<u>SECTION 15. FRANCHISE BREACHES; TERMINATION OF FRANCHISE.....</u>		49
15.1	Procedure for Remedying Franchise Violations	49
15.2	Alternative Remedies	50
15.3	Assessment of Liquidated Damages and Letter of Credit	51
15.4	Revocation	52
15.5	Abandonment; Purchase of the Cable System	53
<u>SECTION 16. FRANCHISE TRANSFER</u>		54
16.1	Transfer of Ownership or Control.....	54

<u>SECTION 17. PROHIBITED PRACTICES, LOCAL EMPLOYMENT EFFORTS AND NOTICES</u>	56
17.1 Preferential or Discriminatory Practices Prohibited	56
17.2 Notices	57
<u>SECTION 18. MISCELLANEOUS PROVISIONS</u>	57
18.1 Cumulative Rights	57
18.2 Costs to be Borne by Grantee	58
18.3 Binding Effect	58
18.4 Authority to Amend	58
18.5 Venue	58
18.6 Governing Laws	58
18.7 Captions	58
18.8 No Joint Venture	58
18.9 Waiver	58
18.10 Severability	59
18.11 Compliance with Federal, State and Local Laws	59
18.12 Force Majeure	59
18.13 Entire Agreement	59
18.14 Attorneys' Fees	59
18.15 Action of the City or Grantee	59
18.16 Acceptance	59
<u>SECTION 19. EFFECTIVE DATE</u>	60

INTRODUCTORY STATEMENT

CABLE TELEVISION FRANCHISE. This Cable Television Franchise is entered into in Lake Stevens, Washington, this _____ day of _____, 2020, by and between the City of Lake Stevens, Washington a municipal corporation, hereinafter (the “the City”) and Comcast Cable Communications, LLC who is hereinafter known as (“Grantee”). The City and Grantee are sometimes referred to hereinafter collectively as the “parties.”

SECTION 1. - DEFINITIONS

For the purposes of this Franchise and the Exhibits attached hereto the following terms, phrases, words and their derivations shall have the meanings given herein when indicated with the text of the Franchise by being capitalized. When not inconsistent with the context, words used in the present tense include the future, words in the plural include the singular, and words in the singular include the plural. Words not defined, or those defined, but not capitalized within the text shall be given their common and ordinary meaning. The word “shall” is always mandatory and not merely directory.

- 1.1 **“Access” or “Access Programming”**
includes Governmental or educational Access, collectively, and means the availability for Noncommercial use by various governmental and educational agencies, institutions and organizations, in the community, including the City and its designees, of particular channels on the Cable System to receive and distribute Video Programming to Subscribers, as permitted under applicable law. “Governmental Access” means Access where governmental institutions or their designees are the primary users having editorial control over programming and services.
- 1.2 **“Access Channel”**
means any Channel or portion thereof, designated for Noncommercial Access purposes or otherwise made available to facilitate Access programming.
- 1.3 **“Activation” or “Activated”**
means the status of any capacity on or part of the Cable System wherein the use of that capacity or part thereof may be made available without further installation of Cable System equipment other than Subscriber premise equipment, whether hardware or software.
- 1.4 **“Affiliated Entity” or “Affiliate”**
when used in connection with Grantee means any Person who owns or controls, is owned or controlled by, or is under common ownership or control of Grantee.
- 1.5 **“Bad Debt”**
means amounts lawfully owed by a Subscriber and accrued as revenues on the books of Grantee, but not collected after reasonable efforts by Grantee.
- 1.6 **“Basic Service”**
means any Cable Service Tier that includes, at a minimum, the retransmission of local television Broadcast Signals.
- 1.7 **“Broadcast Signal”**
means a television or radio signal transmitted over the air to a wide geographic audience, and received by a Cable System off-the-air by antenna, microwave, satellite dishes or any other means.

- 1.8 “Cable Act”
means the Cable Communications Policy Act of 1984, as amended by the Cable Television Consumer Protection and Competition Act of 1992, and as amended by the Telecommunications Act of 1996, and any amendments thereto.
- 1.9 “Cable Operator”
means any Person or group of Persons, including Grantee, who provides Cable Service over the Cable System and directly or through one or more Affiliates owns a significant interest in such Cable System or who otherwise control(s) or is (are) responsible for, through any arrangement, the management and operation of the Cable System.
- 1.10 “Cable Service”
means the one-way transmission to Subscribers of Video Programming, or other programming service and Subscriber interaction, if any, that is required for the selection or use of such Video Programming or other programming service.
- 1.11 “Cable System”
means a facility, consisting of a set of closed transmission paths and associated signal generation, reception and control equipment that is designed to provide Cable Service that includes Video Programming and that is provided to multiple Subscribers within a community, but such term does not include:
- (1) a facility that serves only to retransmit the television signals of one or more television broadcast stations;
 - (2) a facility that serves Subscribers without using any public right-of-way;
 - (3) a facility of a common carrier that is subject, in whole or in part, to the provisions of Title II of the federal Communications Act (47 U.S.C. Section 201 et seq.), except that such facility shall be considered a cable system (other than for purposes of Section 621(c) (47 U.S.C. Section 541(c)) to the extent such facility is used in the transmission of Video Programming directly to Subscribers, unless the extent of such use is solely to provide interactive on-demand services;
 - (4) an open video system that complies with Section 653 of the Cable Act; or
 - (5) any facilities of any electric utility used solely for operating its electric utility systems. When used herein, the term “Cable System” shall mean Grantee’s Cable System in the Franchise Area unless the context indicates otherwise.
- 1.12 “Capital Contribution”
means a fee required by this franchise for Access facilities pursuant to 47 U.S.C 542(g)(2)(C).”

- 1.13 “Channel”
means a portion of the frequency band capable of carrying a Video Programming Service or combination of Video Programming Services, whether by analog or digital signal, on a twenty-four (24) hour per day basis or a portion thereof.
- 1.14 “City”
means the City of Lake Stevens, Washington, a municipal corporation, of the State of Washington.
- 1.15 “Customer Service Representative” or “CSR”
shall mean any person employed by Grantee to assist, or provide service to, Customers, whether by answering public telephone lines, writing service or installation orders, answering Customers’ questions, receiving and processing payments, or performing other Customer service-related tasks.
- 1.16 “Designated Access Provider”
means the entity or entities designated by the City to manage or co-manage Access Channels and facilities. The City may be a Designated Access Provider.
- 1.17 “Downstream Channel”
means a Channel capable of carrying a transmission from the Headend to remote points on the Cable System.
- 1.18 “Dwelling Unit”
means any building or portion thereof that has independent living facilities, including provisions for cooking, sanitation and sleeping, and that is designed for residential occupancy.
- 1.19 “FCC”
means the Federal Communications Commission or its lawful successor.
- 1.20 “Fiber Optic”
means a transmission medium of optical fiber cable, along with all associated electronics and equipment capable of carrying electric lightwave pulses.
- 1.21 “Franchise”
means the document, in which this definition appears, that is executed between the City and Grantee, containing the specific provisions of the authorization granted and the contractual and regulatory agreement created hereby.
- 1.22 “Franchise Area”
means the area within the jurisdictional boundaries of the City, including any areas annexed by the City during the term of this Franchise.
- 1.23 “Franchise Fee”
includes any tax, fee or assessment of any kind imposed by the City on Grantee

or Subscribers, or both solely because of their status as such. The term Franchise Fee does not include:

- (1) Any tax, fee or assessment of general applicability (including any such tax, fee, or assessment on both utilities and Cable Operators or their services, but not including a tax, fee, or assessment that is unduly discriminatory against Cable Operators or cable Subscribers);
- (2) Capital costs that are required by the Franchise to be incurred by Grantee for Educational or Governmental Access facilities, including the support required in Section 9.5;
- (3) Requirements or charges incidental to the awarding or enforcing of the Franchise, including but not limited to, payments for bonds, security funds, letters of credit, insurance, indemnification, penalties or liquidated damages; or
- (4) Any fee imposed under Title 17, United States Code.

1.24 “Grantee”
means Comcast Cable Communications, LLC or its lawful successor, transferee or assignee.

1.25 “Gross Revenues”

1.25.1 “Gross Revenues” means, and shall be construed broadly to include all revenues derived directly or indirectly by Grantee and/or an Affiliated Entity that is the cable operator of the Cable System, from the operation of Grantee’s Cable System to provide Cable Services within the City. Gross Revenues include, by way of illustration and not limitation:

- (1) monthly fees for Cable Services, regardless of whether such Cable Services are provided to residential or commercial customers, including revenues derived from the provision of all Cable Services (including but not limited to pay or premium Cable Services, digital Cable Services, pay-per-view, pay-per-event, and video-on-demand Cable Services);
- (2) installation, reconnection, downgrade, upgrade, or similar charges associated with changes in subscriber Cable Service levels;
- (3) fees paid to Grantee for channels designated for commercial/leased access use and shall be allocated on a pro rata basis using total Cable Service subscribers within the City;
- (4) converter, remote control, and other Cable Service equipment rentals, leases, or sales;
- (5) Advertising Revenues as defined herein;

- (6) late fees, convenience fees, and administrative fees, which shall be allocated on a pro rata basis using Cable Services revenue as a percentage of total subscriber revenues within the City;
- (7) revenues from program guides;
- (8) Franchise Fees;
- (9) FCC Regulatory Fees;
- (10) commissions from home shopping channels and other Cable Service revenue sharing arrangements which shall be allocated on a pro rata basis using total Cable Service subscribers within the City; and
- (11) any Cable Service revenues that may develop in the future, whether or not anticipated, and consistent with GAAP.

1.25.2 “Advertising Revenues” shall mean revenues derived from sales of advertising that are made available to Grantee’s Cable System Subscribers within the City and shall be allocated on a pro rata basis using Grantee’s Cable System Subscribers within the Franchise Area in relation to the total number of Grantee’s Cable Service subscribers covered under the advertising arrangement. Additionally, Grantee agrees that Gross Revenues subject to franchise fees shall include all commissions, representative fees, Affiliated Entity fees, or rebates paid to National Cable Communications (“NCC”) and Comcast Effectv (“Effectv”) or their successors associated with sales of advertising on the Cable System within the City allocated according to this paragraph using total Cable Service Subscribers reached by the advertising.

1.25.3 “Gross Revenues” shall not include:

- (1) actual bad debt write-offs, except any portion which is subsequently collected which shall be allocated on a *pro rata* basis using Cable Services revenue as a percentage of total subscriber revenues within the City;
- (2) any taxes and/or fees on services furnished by Grantee imposed by an municipality, state, or other governmental unit, provided that Franchise Fees and the FCC regulatory fee shall not be regarded as such a tax or fee;
- (3) fees imposed by any municipality, state, or other governmental unit on Grantee, including but not limited to Public, Educational and Governmental (PEG) Fees;
- (4) launch fees and marketing co-op fees; and
- (5) unaffiliated third-party advertising sales agency fees which are reflected as a deduction from revenues.

- 1.25.4 To the extent revenues are received by Grantee for the provision of a discounted bundle of services which includes Cable Services and non-Cable Services, Grantee shall calculate revenues to be included in Gross Revenues using a methodology that allocates revenue on a *pro rata* basis when comparing the bundled service price and its components to the sum of the published rate card, except as required by specific federal, state, or local law. It is expressly understood that equipment may be subject to inclusion in the bundled price at full rate card value. This calculation shall be applied to every bundled service package containing Cable Service from which Grantee derives revenues in the City. To the extent discounts reduce revenues includable for purposes of calculating Franchise Fees, Grantee may not unfairly or unlawfully allocate discounts for bundled services for the purpose of evading payment of Franchise Fees to the City. The City reserves its right to review and to challenge Grantee's calculations.
- 1.25.5 Grantee reserves the right to change the allocation methodologies set forth in this definition of Gross Revenues in order to meet the standards required by governing accounting principles as promulgated and defined by the Financial Accounting Standards Board ("FASB"), Emerging Issues Task Force ("EITF") and/or the U.S. Securities and Exchange Commission ("SEC"). Grantee will explain and document the required changes to the City within sixty (60) days of making such changes, and as part of any audit or review of Franchise Fee payments, and any such changes shall be subject to 1.25.6 below.
- 1.25.6 Resolution of any disputes over the classification of revenue should first be attempted by agreement of the Parties, but should no resolution be reached, the Parties agree that reference shall be made to generally accepted accounting principles ("GAAP") as promulgated and defined by the FASB, EITF and/or the SEC. Notwithstanding the forgoing, the City reserves its right to challenge Grantee's calculation of Gross Revenues, including the application of GAAP to Franchise Fees and the interpretation of GAAP as promulgated and defined by the FASB, EITF and/or the SEC.
- 1.25.7 For the purposes of determining Gross Revenue Grantee shall use the same method of determining revenues under GAAP as that which Grantee uses in determining revenues for the purpose of reporting to national and state regulatory agencies.
- 1.26 "Headend" or "Hub"
means any Facility for signal reception and dissemination on a Cable System, including cable, antennas, wires, satellite dishes, monitors, switchers,

modulators, processors for Broadcast Signals or other signals, and all other related equipment and Facilities.

- 1.27 “Leased Access Channel”
means any Channel or portion of a Channel commercially available for programming in accordance with Section 612 of the Cable Act.
- 1.28 “Pay Service” or “Premium Service”
means Video Programming or other programming service choices (such as movie Channels or pay-per-view programs) offered to Subscribers on a package tier, per-Channel, per-program or per-event basis.
- 1.29 “Person”
means any natural person, sole proprietorship, partnership, joint venture, association, or limited liability entity or corporation, or any other form of entity or organization.
- 1.30 “Rights-of-Way”
means land acquired or dedicated for public roads and streets including easements dedicated for compatible use and consistent with Section 621 of the Cable Act, but does not include:
- (1) State highways;
 - (2) Land dedicated for roads, streets, and highways not opened and not improved for motor vehicle use by the public, unless specifically used as a utility corridor;
 - (3) Structures, including poles and conduits, located within the right-of-way;
 - (4) Federally granted trust lands or forest board trust lands;
 - (5) Lands owned or managed by the state parks and recreation commission; or
 - (6) Federally granted railroad rights-of-way acquired under 43 U.S.C. Sec. 912 and related provisions of federal law that are not open for motor vehicle use.
- 1.31 “Service Interruption”
means the loss of picture or sound on one or more cable Channels.
- 1.32 “State”
means the State of Washington.

- 1.33 “Subscriber” or “Customer”
means any Person who lawfully receives Cable Services provided by Grantee by means of the Cable System with Grantee’s express permission.
- 1.34 “Tier”
means a category of Cable Services provided by Grantee for which a separate rate is charged.
- 1.35 “Video Programming”
means programming provided by, or generally considered comparable to programming provided by, a television broadcast station, or cable programming provider.

SECTION 2. - GRANT OF FRANCHISE

2.1 Grant

- 2.1.1 The City hereby grants to Grantee a nonexclusive authorization to make reasonable and lawful use of the Rights-of-Way within the Franchise Area to construct, operate, maintain, reconstruct, repair and upgrade the Cable System for the purpose of providing Cable Services, subject to the terms and conditions set forth in this Franchise and applicable law. This Franchise shall constitute both a right and an obligation to fulfill the obligations set forth in the provisions of this Franchise.
- 2.1.2 Grantee, through this Franchise, is granted the right to operate its Cable System using the public Rights-of-Way within the Franchise Area in compliance with all lawfully enacted applicable construction codes and regulations. This Franchise is intended to convey limited rights and interests only as to those streets in which the City has an actual interest. It is not a warranty of title or interest in any Right-of-Way; it does not provide Grantee any interest in any particular location within the Right-of-Way; and it does not confer rights other than as expressly provided in the grant hereof. This Franchise does not deprive the City of any powers, rights or privileges it now has, or may later acquire in the future, to use, perform work on or to regulate the use of and to control the City’s streets covered by this Franchise, including without limitation the right to perform work on its roadways, Right-of-Way or appurtenant drainage facilities, including constructing, altering, paving, widening, grading, or excavating thereof.
- 2.1.3 This Franchise is subject to and shall be governed by all applicable provisions now existing or hereafter amended of federal, State and local laws and regulations, including but not limited to the Lake Stevens Municipal Code and Engineering Design and Development Standards.

{ERZ2234031.DOCX;4/13140.000005/ }

This Franchise is subject to the general lawful police power of the City affecting matters of municipal concern. Nothing in this Franchise shall be deemed to waive the requirements of the other codes and ordinances of general applicability enacted, or hereafter enacted, by the City. Grantee agrees to comply with the provisions of the City ordinances provided that in the event of a conflict between the provisions of ordinances and the Franchise, the express provisions of the Franchise shall govern.

- 2.1.4 Grantee agrees, as a condition of exercising the privileges granted by this Franchise, that any Affiliate of Grantee that is a Cable Operator of the Cable System in the Franchise Area, as defined herein, or directly involved in the management or operation of the Cable System in the Franchise Area, will comply with the terms and conditions of this Franchise.
- 2.1.5 No rights shall pass to Grantee by implication. Without limiting the foregoing, by way of example and not limitation, this Franchise shall not include or be a substitute for:
- (1) Any other permit or authorization required for the privilege of transacting and carrying on a business within the City that may be required by the ordinances and laws of the City.
 - (2) Any permit, agreement or authorization required by the City for Rights-of-Way users in connection with operations on or in Rights-of-Way or public property; or
 - (3) Any permits or agreements for occupying any other property of the City or private entities to which access is not specifically granted by this Franchise.
- 2.1.6 This Franchise authorizes Grantee to engage in providing Cable Service, as that term is defined in 47 U.S.C. Sec. 522(6), as amended. Neither the Grantor nor the Grantee waive any rights they may have under Applicable Law as to the lawful use of the Cable System for other services and the regulatory obligations related to such services.

2.2 Use of Rights-of-Way

- 2.2.1 Grantee may erect, install, construct, repair, replace, reconstruct, and retain in, on, over, under, upon, across, through, below and along the Rights-of-Way within the Franchise Area, such wires, cables (both coaxial and Fiber Optic), conductors, ducts, conduit, vaults, manholes, amplifiers, appliances, pedestals, attachments and other property and equipment as are necessary and appurtenant to the operation of a Cable System for the provision of Cable Service within the Franchise Area. Grantee shall comply with all applicable construction codes, laws, ordinances,

{ERZ2234031.DOCX;4/13140.000005/ }

regulations and procedures regarding placement and installation of Cable System facilities in the Rights-of Way.

- 2.2.2 Grantee must follow the City-established requirements, as well as all the City codes, ordinances and other regulations regarding placement of Cable System facilities in Rights-of-Way, including the specific location of facilities in the Rights-of-Way. Grantee must in any event install Cable System facilities in a manner that minimizes interference with the use of the Rights-of-Way by others, including others that may be installing communications facilities. To protect public health, safety and welfare, the City may require that Cable System facilities be installed at a particular time, at a specific place or in a particular manner as a condition of access to a particular Rights-of-Way; may deny access if Grantee is not willing to comply with the City's requirements; and may remove, or require removal of, any facility that is not installed in compliance with the requirements established by the City, or that is installed without prior City approval of the time, place or manner of installation (including charging Grantee for all the costs associated with removal); and the City may require Grantee to cooperate with others to minimize adverse impacts on the Rights-of-Way through joint trenching and other arrangements. Grantee shall assume its costs (in accordance with applicable law) associated with any requirement of the City in the exercise of its police powers, to relocate its Cable System facilities located in the Rights-of-Way.

2.3 Term

- 2.3.1 This Franchise and the rights, privileges, and authority granted hereunder and the contractual relationship established hereby shall remain in full force and effect for a period of ten (10) years from and after the effective date of this Ordinance, as specified in SECTION 19. - , subject to acceptance of this Franchise by Grantee pursuant to 18.16.
- 2.3.2 The grant of this Franchise shall have no effect on any ordinance in effect prior to the effective date of this Franchise to indemnify or insure the City against acts and omissions occurring during the period that the prior franchise was in effect, nor shall it have any effect upon liability to pay all Franchise Fees (for any prior years) that were due and owed under a prior franchise and the franchise ordinance.

2.4 Franchise Nonexclusive

This Franchise shall be nonexclusive, and subject to all prior rights, interests, easements, or franchises granted by the City or its predecessors to any Person to use any property, Right-of-Way, easement, including the right of the City to use same for any purpose it lawfully deems fit, including the same or similar purposes allowed Grantee hereunder. The City may at any time grant authorization to use the Rights-of-Way for any purpose not incompatible with

Grantee's authority under this Franchise and for such additional franchises for Cable Systems, as the City deems appropriate.

2.5 Grant of Other Franchises

2.5.1 Grantee acknowledges and agrees that the City reserves the right to grant one or more additional franchises subsequent to this Franchise to provide Cable Service or wireline video programming service within the Franchise Area; provided, the City agrees that it shall amend this Franchise to include any material terms or conditions that it makes available to the new entrant within ninety (90) days of Grantee's request, so as to ensure that the regulatory and financial burdens on each entity are materially equivalent. "Material terms and conditions" include but are not limited to: Franchise Fees; insurance; system build-out requirements; security instruments; Access Channels and support; customer service standards; required reports and related record keeping; and notice and opportunity to cure breaches. The parties agree that this provision shall not require a word-for-word identical franchise or authorization so long as the regulatory and financial burdens on each entity are materially equivalent. Video Programming services delivered over wireless broadband networks are specifically exempted from the requirements of this Section so long as the City does not have lawful authority to regulate such wireless broadband networks within the Franchise Area.

2.5.2 The modification process of this Franchise as provided in the preceding paragraph shall only be initiated by written notice by Grantee to the City regarding specified franchise obligations. Grantee's notice shall address the following:

- (1) identifying the specific terms or conditions in the competitive cable services franchise which are materially different from Grantee's obligations under this Franchise;
- (2) identifying the Franchise terms and conditions for which Grantee is seeking amendments;
- (3) providing text for any proposed Franchise amendments to the City, and
- (4) a written explanation of why the proposed amendments are necessary.

2.5.3 Upon receipt of Grantee's written notice as provided in Section 2.5.2, the City and Grantee agree that they will use best efforts in good faith to negotiate Grantee's proposed Franchise modifications, and that such negotiation will proceed and conclude within a ninety (90) day time period, unless that time period is reduced or extended by mutual agreement of the parties. If the City and Grantee reach agreement on the Franchise modifications pursuant to such negotiations, then the parties

shall amend this Franchise to include the modifications. Notwithstanding any modification of this Franchise pursuant to the provisions of this Section 2.5, should any entity, whose authorization to provide Cable Services or similar wireline video programming service resulted in a triggering of the amendments under this Section, fail or cease to provide such services within the City, the City may provide ninety (90) days' written notice to Grantee of such fact, and the City and Grantee shall enter into good faith negotiations to determine the original terms, conditions and obligations of this Franchise shall be reinstated and fully effective.

2.5.4 In the event an application for a new cable television franchise is filed with the City proposing to serve the Franchise Area, in whole or in part, the City shall provide notice of such application to the Grantee.

2.5.5 In the event that a wireline multichannel video programming distributor, legally authorized by state or federal law, makes available for purchase by Subscribers or customers, Cable Services or wireline video services within the City without a Cable Service franchise or other similar lawful authorization granted by the City, then Grantee shall have a right to request Franchise amendments that relieve the Grantee of regulatory burdens that create a competitive disadvantage to Grantee. In requesting amendments, Grantee shall file a petition seeking to amend this Franchise. Such petition shall:

- (1) indicate the presence of such wireline competitor;
- (2) identify the Franchise terms and conditions for which Grantee is seeking amendments;
- (3) provide the text of all proposed Franchise amendments to the City,
- (4) identify all material terms or conditions in the applicable state or federal authorization which are substantially more favorable or less burdensome to the competitive entity.

The City shall not unreasonably withhold consent to Grantee's petition.

2.6 Familiarity with Franchise

Grantee acknowledges and warrants by acceptance of the rights, privileges and agreement granted herein, that it has carefully read and fully comprehends the terms and conditions of this Franchise and is willing to and does accept all reasonable risks of the meaning of the provisions, terms and conditions herein. Grantee further acknowledges and states that it has fully studied and considered the requirements and provisions of this Franchise, and finds that the same are commercially practicable at this time and consistent with all local, State and federal laws and regulations currently in effect, including the Cable Act.

2.7 Effect of Acceptance

By accepting the Franchise, Grantee:

- (1) acknowledges and accepts the City's legal right to issue and enforce the Franchise;
- (2) agrees that it will not oppose the City's intervening to the extent it is legally entitled to do so in any legal or regulatory proceeding affecting the Cable System;
- (3) accepts and agrees to comply with each and every provision of this Franchise subject to applicable law; and
- (4) agrees that the Franchise was granted pursuant to processes and procedures consistent with applicable law, and that it will not raise any claim to the contrary.

2.8 Police Powers

Grantee's rights hereunder are subject to the police powers of the City to adopt and enforce ordinances necessary to protect the safety, health and welfare of the public, and Grantee agrees to comply with all applicable laws, ordinances and regulations lawfully enacted pursuant to the police powers of the City, or hereafter enacted in accordance therewith, by the City or any other legally constituted governmental unit having lawful jurisdiction over the subject matter hereof. The City reserves the right to exercise its police powers, notwithstanding anything in this Franchise to the contrary.

2.9 Franchise Area

Grantee shall provide Cable Services, as authorized under this Franchise, within the Franchise Area in accordance with line extension and density provisions as provided herein.

2.10 Reservation of Rights

Nothing in this Franchise shall

- (1) abrogate the right of the City to perform any public works or public improvements of any description,
- (2) be construed as a waiver of any codes or ordinances of general applicability promulgated by the City, or
- (3) be construed as a waiver or release of the rights of the City in and to the Rights-of-Way.

SECTION 3. - FRANCHISE FEE AND FINANCIAL CONTROLS

3.1 Franchise Fee

As compensation for the use of the City's Rights-of-Way, Grantee shall pay as a

Franchise Fee to the City, throughout the duration of this Franchise, an amount equal to five percent (5.0%) of Grantee's Gross Revenues or such greater or lesser percentage subject to subsection 3.8 below. Accrual of such Franchise Fee shall commence as of the effective date of this Franchise.

3.2 Payments

Grantee's Franchise Fee payments to the City shall be computed quarterly for the preceding quarter. Each quarterly payment shall be due and payable no later than forty-five (45) days after the end of the preceding quarter. The quarters shall end respectively on the last day of March, June, September and December.

3.3 Acceptance of Payment

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

3.4 Franchise Fee Reports

Each payment shall be accompanied by a written report to the City on a form commonly used by Grantee, verified by an officer of Grantee, containing an accurate statement in summarized form, of Grantee's Gross Revenues and the computation of the payment amount. Such reports shall include all Gross Revenues of the Cable System.

3.5 Audits

No more than on an annual basis, upon thirty (30) days' prior written notice, the City shall have the right to conduct an independent audit of Grantee's financial records necessary to enforce compliance with this Franchise and to calculate any amounts determined to be payable under this Franchise. Provided Grantee cooperates in making all relevant records available upon request, the City will in good faith attempt to complete each audit within six (6) months, and the audit period shall not be any greater than the previous six (6) years. Any additional amounts due to the City as a result of the audit shall be paid within sixty (60) days following written notice to Grantee, and Grantee's agreement that the audit findings are correct, which notice shall include a copy of the audit findings. If a Franchise Fee underpayment is discovered as the result of an audit, Grantee shall pay, in addition to the amount due, interest at the maximum allowed rate as provided under State law calculated from the date the underpayment was originally due until the date the City receives the payment. If the audit shows that Franchise Fees have been underpaid, by five percent (5%) or more in a calendar year, Grantee shall pay the cost of the audit in an amount up to \$12,500 for the first year of the audit and \$5,000 for the next two years of the audit period.

3.6 Financial Records

Grantee agrees to meet with a representative of the City upon request to review

{ERZ2234031.DOCX;4/13140.000005/ }

Grantee's methodology of record-keeping, financial reporting, the computing of Franchise Fee obligations and other procedures, the understanding of which the City deems necessary for reviewing reports and records that are relevant to the enforcement of this Franchise.

3.7 Underpayments

In the event any payment is not received within forty-five (45) days from the end of the scheduled payment period, Grantee shall pay, in addition to the amount due, interest at the maximum allowed rate as provided under State law calculated from the date the underpayment was originally due until the date the City receives the payment. The period of limitation for recovery of franchise fees payable hereunder shall be six (6) years from the date on which payment by the Grantee was due.

3.8 Maximum Franchise Fee

The parties acknowledge that, at present, applicable federal law limits the City to collection of a Franchise Fee of five percent (5%) of Gross Revenues in any twelve (12) month period. In the event that at any time throughout the term of this Franchise, the City is authorized to collect an amount in excess of five percent (5%) of Gross Revenues in any twelve (12) month period, the parties hereby agree to amend the Franchise after written notice to Grantee, and a public meeting to discuss same, provided that all wireline cable systems in the Franchise Area over which the City has jurisdiction are treated in an equivalent manner. In the event that at any time throughout the term of this Franchise, the City is limited by federal law to collecting an amount which is less than five percent (5%) of Gross Revenues in any twelve (12) month period, Grantee may request reduction of the Franchise Fee payments to the City in accordance with federal law and the parties hereby agree to amend the Franchise unless the City would be covered under grandfathered provisions under federal law to keep the Franchise Fee at five percent (5%) of Gross Revenues.

3.9 Payment on Termination

If this Franchise terminates for any reason, Grantee shall file with the City within ninety (90) calendar days of the date of the termination, a financial statement, certified by an independent certified public accountant, showing the Gross Revenues received by Grantee since the end of the previous fiscal year. Within forty five (45) days of the filing of the certified statement with the City, Grantee shall pay any unpaid amounts as indicated. If Grantee fails to satisfy its remaining financial obligations as required in this Franchise, the City may do so by utilizing the funds available in a letter of credit or other security provided by Grantee pursuant to Section 5.3 or may exercise any other remedies provided to the City in law or equity to collect on such financial obligations.

3.10 Service Packages

In addition to the requirements elsewhere in this Franchise, City acknowledges that, during the term of this Franchise, Grantee may offer to its Subscribers, at a discounted rate, a bundled or combined package of services consisting of Cable

{ERZ2234031.DOCX;4/13140.000005/ }

Services, which are subject to the Franchise Fee referenced above, and other services that are not subject to that Franchise Fee. To the extent discounts reduce revenues includable for purposes of calculating Franchise Fees, Grantee may not unfairly or unlawfully allocate discounts for bundled services for the purpose of evading payment of Franchise Fees to the City. As between Cable Services and non-Cable Services, revenues shall be allocated on a pro rata basis. If a dispute arises between the parties regarding this matter, City and Grantee will meet within twenty (20) days' notice and discuss such matters in good faith in an attempt to reach a reasonable compromise thereof.

3.11 Alternative Compensation

In the event that Franchise Fees are prohibited by any law or regulation, Franchisee shall pay to the City that amount, if any, which is determined by applicable law.

3.12 Tax Liability

The Franchise Fees shall be in addition to any and all taxes or other levies or assessments which are now or hereafter required to be paid by businesses by any law of the City, the State or the United States including, without limitation, sales, use, utility, property, permits and other taxes, or business license fees.

SECTION 4. - ADMINISTRATION AND REGULATION

The City shall be vested with the power and right to administer and enforce this Franchise and the regulations and requirements of applicable law, including the Cable Act, or to delegate that power and right of administration, or any part thereof, to the extent permitted under federal, State and local law, to any agent in the sole discretion of the City.

4.1 Rates and Charges

Grantee rates and charges related to or regarding Cable Services shall be subject to regulation by the City to the full extent authorized by applicable federal, State and local laws. Customer billing shall be itemized by service(s) per FCC Regulation 76.309(B)(ii)(A) and 76.1619 or as amended. Grantee shall comply with all applicable laws regarding rates for Cable Services and all applicable laws covering issues of cross subsidization.

4.2 No Rate Discrimination

All Grantee rates and charges shall be published (in the form of a publicly-available rate card), made available to the public, and shall be non-discriminatory as to all Persons of similar classes, under similar circumstances and conditions. Grantee shall not deny cable service or otherwise discriminate against customers or others. Grantee shall apply its rates in accordance with governing law. Nothing herein shall be construed to prohibit:

- (1) The temporary reduction or waiving of rates or charges in conjunction with promotional campaigns;
- (2) The offering of reasonable discounts to similarly situated Persons;
- (3) The offering of rate discounts for either Cable Service generally; or
- (4) The offering of bulk discounts for Multiple Dwelling Units.
- (5) Grantee offers to continue through a voluntary initiative a discount of 30% from its published rate card rate to Subscribers for Basic Cable Services or the Basic portion of Expanded Basic as part of their service (provided they are not already receiving a package discount) who are deemed low income by federal standards and who are either permanently disabled or 65 years of age or older, provided that such individual(s) are the legal owner or lessee/tenant of their Dwelling Unit. This subsection shall not prohibit Grantee from providing a larger discount or offering the discount to other economically or physically challenged Subscribers. If Grantee determines to discontinue such discount, Grantee shall provide the City at least ninety (90) days written notice.

4.3 Filing of Rates and Charges

Throughout the term of this Franchise, Grantee shall maintain on file with the City a complete schedule of applicable rates and charges for Cable Services provided under this Franchise. Nothing in this subsection shall be construed to require Grantee to file rates and charges under temporary reductions or waivers of rates and charges in conjunction with promotional campaigns.

4.4 Time Limits Strictly Construed

Whenever this Franchise sets forth a time for any act to be performed by Grantee, such time shall be deemed to be of the essence, and any failure of Grantee to perform within the allotted time may be considered a breach of this Franchise.

4.5 Performance Evaluation

4.5.1 Performance evaluation sessions may be held at any time upon request by the City during the term of this Franchise following Grantee's repeated failure to comply with the terms of this Franchise or no more than once in any annual period.

4.5.2 All evaluation sessions shall be open to the public and announced at least one week in advance in a newspaper of general circulation in the Franchise Area.

- 4.5.3 Topics that may be discussed at any evaluation session may include those issues surrounding Grantee's failure to comply with the terms of the Franchise, provided that nothing in this subsection shall be construed as requiring the renegotiation of this Franchise or any term or provision therein and further provided that this subsection need not be followed before other legal or equitable remedies within this Franchise.
- 4.5.4 During evaluations under this subsection, Grantee agrees to participate in such evaluation sessions described in this Section 4.5 and to provide such information or documents as the City may request to perform the evaluation.
- 4.6 Leased Access Channel Rates
Upon request, Grantee shall provide a complete schedule of current rates and charges for any and all Leased Access Channels, or portions of such Channels, provided by Grantee.
- 4.7 Late Fees
 - 4.7.1 For purposes of this subsection, any assessment, charge, cost, fee or sum, however, characterized, that Grantee imposes upon a Subscriber solely for late payment of a bill is a late fee and shall be applied in accordance with applicable local, State and federal laws.
 - 4.7.2 Grantee's late fee and disconnection policies and practices shall be nondiscriminatory, and such policies and practices, and any fees imposed pursuant to this subsection, shall apply equally in all parts of the City without regard to the neighborhood or income level of the subscribers.

SECTION 5. - FINANCIAL AND INSURANCE REQUIREMENTS

5.1 Indemnification

5.1.1 General Indemnification

Grantee, at its sole cost and expense, shall indemnify, defend and hold the City, its officers, officials, boards, commissions, authorized agents, representatives, and employees, harmless from any action or claim for injury, damage, loss, liability, settlement, proceeding, judgment, or cost or expense, including court and appeal costs and attorneys' fees and expenses, arising from any acts, errors, or omissions, or from the conduct of Grantee's business, including all damages in any way arising out of, or by reason of, any construction, excavation, erection, operation, maintenance, repair or reconstruction, or any other act done under this Franchise, by or for Grantee, its authorized agents, or by reason of any neglect or omission of Grantee its authorized agents or its employees,

{ERZ2234031.DOCX;4/13140.000005/ }

except only such injury or damage as shall have been occasioned by the sole negligence or intentional misconduct of the City. Grantee shall consult and cooperate with the City while conducting its defense of the City. Said indemnification obligations shall extend to any settlement made by Grantee.

5.1.2 Concurrent Negligence

However, should a court of competent jurisdiction determine that this Agreement is subject to RCW 4.24.115, then, in the event of liability for damages arising out of bodily injury to persons or damages to property caused by or resulting from the concurrent negligence of the Grantee and the Public Entity, its officers, officials, employees, and volunteers, the Grantee's liability hereunder shall be only to the extent of the Grantee's negligence.

5.1.3 Indemnification for Relocation

Grantee shall indemnify, defend and hold the City, its elected officials, officers, authorized agents, boards, and employees, harmless for any damages, claims, additional costs, or expenses payable by, the City related to, arising out of, or resulting from Grantee's failure to remove, adjust or relocate any of its facilities in the Rights-of-Way in a timely manner in accordance with any lawful relocation required by the City. Pursuant to Section 5.1.1, the provisions of this Section 5.1.3 shall specifically include, but are not limited to, claims for delay, damages, costs, and/or time asserted by any contractor performing public work for or on behalf of the City.

5.1.4 Additional Circumstances

Grantee shall also indemnify, defend and hold the City harmless for any claim for injury, damage, loss, liability, cost and expense, including court and appeal costs and attorneys' fees and expenses in any way arising out of any failure by Grantee to secure consents from the owners, authorized distributors or franchisees/licensors of programs to be delivered by the Cable System, provided however, that Grantee will not be required to indemnify the City for any claims arising out of the use of Access Channels by the City and/or its Designated Access Providers or use by the City of the Emergency Alert Cable System.

5.1.5 Procedures and Defense

If a claim or action arises, the City or any other indemnified party shall tender the defense of the claim or action to Grantee, which defense shall be at Grantee's expense. The City may participate in the defense of a claim and, in any event, Grantee may not agree to any settlement of claims financially affecting the City without the City's written approval that shall not be unreasonably withheld.

5.1.6 Duty of Defense

The fact that Grantee carries out any activities under this Franchise through independent contractors shall not constitute an avoidance of or defense to Grantee's duty of defense and indemnification under this Section 5.1.

5.1.7 Duty to Give Notice

The City shall give Grantee timely written notice of any claim or of the commencement of any action, suit or other proceeding covered by the indemnity in this Section. The City's failure to so notify and request indemnification shall not relieve Grantee of any liability that Grantee might have, except to the extent that such failure prejudices Grantee's ability to defend such claim or suit. In the event any such claim arises, the City or any other indemnified party shall tender the defense thereof to Grantee and Grantee shall have the obligation and duty to defend any claims arising thereunder, and the City shall cooperate fully therein.

5.1.8 Separate Representation

If separate representation to fully protect the interests of both parties is necessary, such as a conflict of interest between the City and the counsel selected by Grantee to represent the City, Grantee shall select other counsel without conflict of interest with the City.

5.1.9 Prior Franchises

The grant of this Franchise shall have no effect on Grantee's duty under the prior franchises to indemnify or insure the City against acts and omissions occurring during the period that the prior franchises were in effect, nor shall it have any effect upon Grantee's liability to pay all Franchise Fees which were due and owed under prior franchises.

5.1.10 Waiver of Title 51 RCW Immunity

Grantee's indemnification obligations shall include indemnifying the City for actions brought by Grantee's own employees and the employees of Grantee's agents, representatives, contractors, and subcontractors even though Grantee might be immune under Title 51 RCW from direct suit brought by such an employee. It is expressly agreed and understood that this indemnification for actions brought by the aforementioned employees is limited solely to claims against the City arising by virtue of Grantee's exercise of the rights set forth in this Franchise. To the extent required to provide this indemnification and this indemnification only, Grantee waives its immunity under Title 51 RCW as provided in RCW 4.24.115; provided however, the forgoing waiver shall not in any way preclude Grantee from raising such immunity as a defense against any claim brought against Grantee by any of its employees or other third party. The obligations of Grantee under this Section 5.1.10 have been mutually negotiated by the parties hereto.

5.1.11 Inspection

Inspection or acceptance by the City of any work performed by Grantee at the time of completion of construction or maintenance projects shall not be grounds for avoidance of any of these covenants of indemnification.

5.1.12 Damage to Grantee Facilities

Notwithstanding any other provisions of this Section 5.1, Grantee assumes the risk of damage to its Cable System facilities located in or upon the Rights-of-Way from activities conducted by the City, and agrees to release and waive any and all such claims against the City except to the extent any such damage or destruction is caused by or arises from the gross negligence, intentional misconduct or criminal actions of the City. In no event shall the City be liable for any indirect, incidental, special, consequential, exemplary, or punitive damages, including by way of example and not limitation lost profits, lost revenue, loss of goodwill, or loss of business opportunity in connection with the Grantor's acts or omissions.

5.1.13 Environmental Liability

Grantee shall at its own cost, expense, and liability, comply with all applicable laws, statutes, rules, and regulations concerning Hazardous Substances that relate to Grantee's Cable System. "Hazardous Substances" shall mean any material or substance which does cause or may cause environmental pollution or contamination (and associated liability and clean-up costs related thereto) as defined under applicable state and federal laws, rules, and regulations. Grantee shall be solely and separately liable and responsible for the containment, remediation and/or clean-up of any release of Hazardous Substances directly arising from or relating to Grantee's Cable System. Grantee shall indemnify, defend and hold the City harmless from any fines, suits, procedures, claims, costs, damages, expenses, and actions of any kind arising out of or in any way connected with any release(s) of Hazardous Substances directly arising from or related to Grantee's Cable System. This indemnity includes, but is not limited to:

- (1) liability for a governmental agency's costs of removal or remedial action for Hazardous Substances;
- (2) damages to natural resources caused by Hazardous Substances, including the reasonable costs of assessing such damages;
- (3) liability for the City's costs of responding to Hazardous Substances; and
- (4) liability for any costs of investigation, abatement, mitigation, correction, remediation, cleanup, fines, penalties, or other damages arising under any environmental laws.

5.2 Insurance Requirements

5.2.1 General Requirement

Grantee shall procure and maintain for the duration of the Franchise and as long as Grantee has Facilities in the Rights-of-Way, insurance against claims for injuries to persons or damage to property which may arise from or in connection with the Agreement and use of the rights-of-way in the coverage amounts described below:

- (1) Commercial General Liability coverage for bodily injury, personal injury, and property damage with limits of no less than five million dollars (\$5,000,000) per occurrence. The general aggregate limit shall be no less than five million dollars (\$5,000,000). Commercial General Liability insurance shall be at least as broad as ISO occurrence form CG 00 01 and shall cover liability arising from premises, operations, stop gap liability, independent contractors, products-completed operations, personal injury and advertising injury, and liability assumed under an insured contract. There shall be no exclusion for liability arising from explosion, collapse or underground property damage. The City shall be named as an additional insured under the Grantee's Commercial General Liability insurance policy with respect this Franchise using ISO endorsement CG 20 12 05 09 or CG 20 26 07 04, or substitute endorsement providing at least as broad coverage.
- (2) Commercial Automobile Liability Insurance with minimum combined single limits of at least two million dollars (\$2,000,000) each occurrence and five million dollars (\$5,000,000) aggregate with respect to each of Grantee's owned, hired and non-owned, or any other vehicles assigned to or used in any activities authorized under or used in conjunction with this Franchise. Automobile Liability insurance shall cover all owned, non-owned, hired and leased vehicles. Coverage shall be at least as broad as Insurance Services Office (ISO) form CA 00 01.
- (3) Workers' Compensation coverage as required by the Industrial Insurance laws of the State of Washington.
- (4) Umbrella or excess liability insurance in the amount of five million dollars (\$5,000,000). Excess or Umbrella Liability insurance shall be excess over and at least as broad in coverage as the Grantee's Commercial General Liability and Automobile Liability insurance. The City shall be named as an additional insured on the Grantee's Excess or Umbrella Liability insurance policy. The Excess or Umbrella Liability requirement and limits may be satisfied instead through Grantee's Commercial General Liability and Automobile Liability insurance, or any combination thereof that achieves the overall required limits.

5.2.2 Primary Insurance

Grantee's Commercial General Liability, Automobile Liability, and Excess or Umbrella Liability, insurance policy or policies are to contain, or be endorsed to contain, that they shall be primary insurance as respect the City. Any insurance, self-insurance, or self-insured pool coverage maintained by the City shall be excess of the Grantee's insurance and shall not contribute with it. The City, and the City's officers, officials, boards, commissions, agents, representatives, and employees are to be covered as, and have the rights of, additional insured's with respect to liability arising out of activities performed by, or on behalf of, Grantee under this Franchise or applicable law, or in the construction, operation, upgrade, maintenance, repair, replacement or ownership of the Cable System;

5.2.3 Acceptability of Insurers

Insurance is to be placed with insurers with a current A.M. Best rating of not less than A: VII.

5.2.4 Verification of Coverage

Grantee shall furnish the City with original certificates and a copy of the amendatory endorsements, including but not necessarily limited to the additional insured endorsement, evidencing the insurance requirements of the Franchise. Upon request by the City, the Grantee shall furnish certified copies of all required insurance policies, including endorsements, required in this Franchise and evidence of all subcontractors' coverage.

5.2.5 Subcontractors

Grantee shall cause each and every subcontractor to provide insurance coverage that complies with all applicable requirements of the Grantee provided insurance as set forth herein, except the Grantee shall have sole responsibility for determining the limits of coverage required to be obtained by Subcontractors. The Grantee shall require that the City is an additional insured on the Subcontractor's Commercial General liability insurance.

5.2.6 Notice of Cancellation

Grantee shall provide the City with written notice of any policy cancellation within two business days of their receipt of such notice.

5.2.7 Failure to Maintain Insurance

Failure on the part of Grantee to maintain the insurance as required shall constitute a material breach of Franchise, upon which the City may, after giving five business days' notice to Grantee to correct the breach, terminate the Franchise or, at its discretion, procure or renew such insurance and pay any and all premiums in connection therewith, with any sums so expended to be repaid to the City on demand.

5.2.8 Grantee – Self-Insurance

If the Grantee is self-insured or becomes self-insured during the term of the Franchise, Grantee or its affiliated parent entity shall comply with the following:

- (1) provide the City, upon request, a copy of Grantee's or its parent company's most recent audited financial statements, if such financial statements are not otherwise publicly available;
- (2) Grantee or its parent company is responsible for all payments within the self-insured retention; and
- (3) Grantee assumes all defense and indemnity obligations as outlined in the indemnification section of this Franchise.

5.2.9 No Limitation of Liability

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 the City's recourse to any remedy available at law or in equity.

5.3 Security

5.3.1 Grantee shall provide a performance bond ("Performance Bond") in the amount of twenty-five thousand dollars (\$25,000) to ensure the faithful performance of its responsibilities under this Franchise and applicable law, including, by way of example and not limitation, its obligations to relocate and remove its facilities and to restore the City Rights-of-Way and other property. The Performance Bond shall be in a standard industry form. Grantee shall pay all premiums or costs associated with maintaining the Performance Bond and shall keep the same in full force and effect at all times. Except as expressly provided in Section 5, Grantee shall not be required to obtain or maintain other bonds as a condition of being awarded the Franchise or continuing its existence.

5.3.2 If there is an uncured breach by Grantee of a material provision of this Franchise or a pattern of repeated violations of any provision(s) of this Franchise, then the City may request and Grantee shall establish and provide within thirty (30) days from receiving notice from the City, to the City, as security for the faithful performance by Grantee of all of the provisions of this Franchise, an irrevocable letter of credit from a financial institution satisfactory to the City in the amount of twenty-five thousand dollars (\$25,000).

5.3.3 If a letter of credit is furnished pursuant to subsection (B), the letter of credit shall then be maintained at that same amount until the uncured breach is resolved.

- 5.3.4 After the giving of notice by the City to Grantee and expiration of any applicable cure period, the letter of credit or Performance Bond may be drawn upon by the City for purposes including, but not limited to, the following:
- (1) Failure of Grantee to pay the City sums due under the terms of this Franchise;
 - (2) Reimbursement of costs borne by the City to correct Franchise violations not corrected by Grantee;
 - (3) Liquidated damages assessed against Grantee as provided in this Franchise.
- 5.3.5 The City shall give Grantee written notice of any withdrawal from the Performance Bond or letter of credit. Within ten (10) days following notice that a withdrawal has occurred from the Performance Bond or letter of credit, Grantee shall restore the Performance Bond or letter of credit to the full amount required under this Franchise. Grantee's maintenance of the letter of credit shall not be construed to excuse unfaithful performance by Grantee or limit the liability of Grantee to the amount of the letter of credit or otherwise limit the City's recourse to any other remedy available at law or in equity.
- 5.3.6 Grantee shall have the right to appeal to the hearing examiner for reimbursement in the event Grantee believes that the Performance Bond or letter of credit was drawn upon improperly. Grantee shall also have the right of judicial appeal if Grantee believes the letter of credit has not been properly drawn upon in accordance with this Franchise. Any funds the City erroneously or wrongfully withdraws from the Performance Bond or letter of credit, as determined by either the hearing examiner or judicial appeal, shall be returned to Grantee with interest, from the date of withdrawal at a rate equal to the prime rate of interest as quoted in The Wall Street Journal as of the date of such decision.
- 5.3.7 If any Performance Bond or letter of credit delivered pursuant thereto expires prior to twelve (12) months after the expiration of the term of this Franchise, it shall be renewed or replaced during the term of this Franchise to provide that it will not expire earlier than twelve (12) months after the expiration of this Franchise. The renewed or replaced Performance Bond or letter of credit shall be of the same form and with a bank authorized herein and for the full amount stated in this Section.

5.4 Bonds

Grantee, at its expense, shall comply with all of the applicable construction or maintenance bonding requirements provided for in the City Code or development standards officially adopted by the City for work in the Rights-of-Way.

SECTION 6. - CUSTOMER SERVICE

6.1 Customer Service Standards

Grantee shall comply with Customer Service Standards as provided in FCC Standards 47 C.F.R. Sections 76.309, 76.1602, 76.1603 and 76.1619 and in LSMC 12.08.130.

6.2 Subscriber Privacy

Grantee shall comply with privacy rights of Subscribers in accordance with applicable law.

6.3 Customer Service Agreement and Manual

6.3.1 Grantee shall provide to Subscribers an accurate, comprehensive service agreement (currently called the work order) and Customer installation packet (currently called the Install Package) for use in establishing Subscriber service. This material shall, at a minimum, contain the following:

- (1) Grantee's procedure for investigation and resolution of Subscriber service complaints.
- (2) Services to be provided and rates for such services.
- (3) Billing procedures.
- (4) Service termination procedure.
- (5) A description of the manner that will be used to provide notice of changes in rates, service or service terms and conditions.
- (6) A complete statement of the Subscriber's right to privacy.
- (7) Equipment policy.
- (8) The name, address and phone number of the Customer care department that is responsible for handling cable questions and complaints for Grantee.

6.3.2 A copy of the installation packet shall be available to each Subscriber at the time of initial installation and any reconnection or Cable Service upgrade requiring a home visit by Grantee (excluding reconnections to the same Subscriber within twelve (12) months), and at any time the packet is requested by the Subscriber. Within thirty (30) days following material policy changes, information regarding the changes will be provided to Subscribers.

SECTION 7. - REPORTS AND RECORDS

{ERZ2234031.DOCX;4/13140.000005/ }

7.1 Open Records

- 7.1.1 Grantee shall manage all of its operations in accordance with a policy of keeping its documents and records open and accessible to the City. In addition to any other records that may be provided for under any other section of this Franchise, the City, including the City's Finance Director and Public Works Director or their designees, shall have access to, and the right to inspect, any books and records of Grantee, its parent corporations and Affiliates, which are reasonably related to the administration or enforcement of the terms of this Franchise, or Grantee's use and location within the City's Rights-of-Way. Records subject to this Section 7.1 include, without limitation, FCC filings on behalf of Grantee, its parent corporations, or Affiliates which directly relate to the operation of the Cable System in the City; SEC filings; listing of Cable Services, rates, and Channel line-ups; Cable Services added or dropped; Channel changes; the net number of Subscribers and the number of Subscribers added and terminated; all planned construction activity; Right-of-Way route maps (including overhead and underground trunk and distribution facilities in a GIS format); beginning and ending plant miles; total homes passed for the previous twelve (12) months; and any significant technological changes occurring in the Cable System; federal and State reports; reports of Subscriber complaints in the City and how such complaints are resolved.
- 7.1.2 Grantee shall not deny the City access to any of Grantee's records on the basis that Grantee's records are under the control of any parent corporation, Affiliate, or a third party. The City may, in writing, request copies of any such records or books and Grantee shall provide such copies within thirty (30) days of the transmittal of such request. One (1) copy of all reports and records required under this or any other subsection shall be furnished to the City, at the sole expense of Grantee. If the requested books and records are too voluminous, or for security reasons cannot be copied or removed, then Grantee may require that the City or its designee inspect them at Grantee's local offices. For purposes of clarity, any requirements to provide as-built maps shall not be considered too voluminous or unable to be copied for security purposes with respect to the provisions of this subsection 7.1.2. If any books or records of Grantee are not kept in a local office and are not made available in copies to the City or its designee upon written request as set forth above, and if the City determines that an examination of such records is necessary or appropriate for the performance of any of the City's duties, administration or enforcement of this Franchise, then all reasonable travel and related expenses incurred in making such examination shall be paid by Grantee.

7.2 Confidentiality

{ERZ2234031.DOCX;4/13140.000005/ }

7.2.1 Grantee shall not be required to disclose information that it reasonably deems to be proprietary or confidential in nature. That said, Grantee does agree to provide all information reasonably required to verify compliance with the material terms of the Franchise. If Grantee believes that any documents are confidential or proprietary, Grantee shall be responsible for clearly and conspicuously identifying the work as confidential or proprietary, and shall provide a brief written explanation as to why such information is confidential and how it may be treated as such under State or federal law.

7.2.2 As a public agency, records and information provided to or otherwise used by the City may be subject to a request submitted under the state Public Records Act. In such an event, Grantee agrees to cooperate fully with the City in satisfying the City's duties and obligations under the Public Records Act, subject to Grantee's rights under this Franchise and RCW 42.56.540. If a request is received for records Grantee has submitted to the City and has identified as confidential, proprietary or protected trade secret material, the City will use its best efforts to provide Grantee with notice of the request in accordance with RCW 42.56.540 and a reasonable time (of no less than 10 days) within which Grantee may seek an injunction to prohibit the City's disclosure of the requested record. Nothing in this Section 7.2 prohibits the City from complying with RCW 42.56, or any other applicable law or court order requiring the release of public records. The City is not required to assert on Grantee's behalf any exemption based on trade secret, proprietary or confidential information, provided, however, the City may assert such exemption if the City itself believes in good faith that an exemption applies to the requested records. Grantee agrees to defend, indemnify and hold the City, its officers, officials, employees, agents, and volunteers harmless from any and all claims, injuries, damages, losses or suits, including all legal costs and attorney fees, arising out of or in connection with the assertion of an exemption to disclosure under the Public Records Act based upon records claimed or identified by Grantee as confidential, proprietary or protected trade secret material. The provisions of this section shall survive the expiration or termination of this Franchise.

7.3 Annual Reports

Upon request, and no more than ninety (90) days after the end of the first quarter, Grantee shall submit to the City a written report, which shall include the following information:

- 7.3.1 A Gross Revenue statement for the preceding calendar year and all deductions and computations for the period, and such statement shall be reviewed by a certified public accountant.
- 7.3.2 A summary of the previous year's activities regarding the development of the Cable System, including, but not limited to, homes passed, beginning and ending plant miles and the total number of Subscribers.

SECTION 8. - PROGRAMMING

8.1 Broad Programming Categories

Grantee shall provide at least the following broad categories of programming to the extent such categories are reasonably available.

- (1) Educational programming;
- (2) News, government, weather and information;
- (3) Sports;
- (4) General entertainment including movies;
- (5) Foreign language programming; and
- (6) Children's programming.

8.2 Deletion of Broad Programming Categories

8.2.1 Grantee shall not delete or so limit as to effectively delete any broad category of programming within its control without prior written notice to the City.

8.2.2 In the event of a modification proceeding under federal law, the mix and quality of Cable Services provided by Grantee shall follow the guidelines of federal law.

8.3 Obscenity

Grantee shall not transmit, or permit to be transmitted, over any Channel subject to its editorial control any programming which is obscene under applicable federal, State or local laws.

8.4 Services for the Disabled

Grantee shall comply with the Americans With Disabilities Act and any amendments or successor legislation thereto.

8.5 Parental Control Device

Upon request by any Subscriber, Grantee shall make available at no charge a parental control or lockout device, traps or filters to enable a Subscriber to control

access to both the audio and video portions of any Channels. Grantee shall inform its Subscribers of the availability of the lockout device at the time of their initial subscription and periodically thereafter.

8.6 Complimentary Cable Service

The City acknowledges that Comcast currently provides certain complimentary video services to schools, libraries, and municipal buildings, without charge. Comcast will voluntarily continue to provide this complimentary service, provided that the facilities are already served or are within 125 aerial service feet or 60 underground trench feet (a Standard Installation) of Comcast's Cable System, excluding those buildings or portions of buildings that house or occupy prison/jail populations. Comcast agrees to voluntarily continue, until it elects to discontinue, the provision of complimentary services. At such time as Comcast elects to discontinue the provision of complimentary services, Comcast agrees that it will do so only after providing City with at least one hundred twenty (120) days' prior written notice. Such notice shall document the proposed offset or service charges so that the City can make an informed decision as to whether to keep the services. Upon written notice from Comcast, the City shall be given the full one hundred twenty (120) days to review the list of outlets receiving complimentary service and shall have the right to discontinue receipt of all or a portion of the outlets receiving complimentary service provided by Comcast in the event Comcast elects to discontinue the provision of complimentary service as set forth herein. In the event applicable law is overturned in whole or in part by action of the FCC or through judicial review, the City and Comcast will meet promptly to discuss what impact such action has on the provision of the in-kind cable-related contributions to which this section applies.

8.7 New Technology

8.7.1 If there is a new technology, Cable Service program offering, programming delivery method or other such new development that Grantee in its sole discretion decides to beta test or trial on a limited basis in the marketplace, and such a test or trial is suited to the size and demographics of the City, Grantee shall be allowed by the City to conduct the trial or beta test in the City so long as such a test is technically feasible.

8.7.2 If there is a new technology that in the City's opinion would enhance substantially the quality or quantity of programming available to Subscribers on the Cable System, Grantee shall, at the request of the City, investigate the feasibility of implementing said technology and report to the City the results of such investigation within ninety (90) days from the date of such request.

SECTION 9. - PUBLIC, EDUCATIONAL AND GOVERNMENTAL ACCESS

{ERZ2234031.DOCX;4/13140.000005/ }

9.1 Access Channels

- 9.1.1 At all times during the term of this Franchise, Grantee shall make available, as part of the Basic Service package, at no charge, the following Access Channels:
- (1) One (1) Standard Channel for Governmental Access Programming.
 - (2) One (1) High Definition Channel for Governmental Access Programming.
- 9.1.2 The City acknowledges that the Grantee's Cable System provides additional benefits to Access programming needs beyond the requirements listed above. This is accomplished through the inclusion of other regional access programming within the regional channel line-up that is available within the Franchise Area. Grantee shall endeavor to carry regional Educational Access Channels in the City.
- 9.1.3 In the event Grantee makes any change in the Cable System and related equipment and facilities or in signal delivery technology, which change directly or indirectly affects the signal quality or transmission of any Access Channel programming or services, Grantee shall, at its own expense, take necessary technical steps, acquire new equipment so that the Access facilities and equipment may be used as intended to ensure that delivery of Access Video Programming signals is not diminished or adversely affected, including, among other things, so that live and taped programming can be cablecast with as good or better signal quality than existed prior to such change.

9.2 Management and Control of Access Channels

- 9.2.1 The City may authorize Designated Access Providers to control, operate, and manage the use of any and all Access facilities provided by Grantee under this Franchise, including, without limitation, the operation of Access Channels. The City or its designee may formulate rules for the operation of the Access Channels, consistent with this Franchise, the FCC, federal and State law. Nothing herein shall prohibit the City from authorizing itself to be a Designated Access Provider.
- 9.2.2 Grantee shall cooperate with the City and Designated Access Providers in the use of the Cable System and Access facilities for the provision of Access Channels.

9.3 Location and Quality of Access Channels

- 9.3.1 The Standard Definition Access Channel provided to Subscribers under this Franchise shall be included by Grantee as a part of the lowest Tier of

service provided to all Subscribers in the Franchise Areas or as otherwise provided by federal law. Grantee agrees to use reasonable efforts to place the Access Channel in the same vicinity as other local government access channels.

9.3.2 The parties agree that it is the responsibility of the Designated Access Provider(s) to provide a quality Access signal, to the Grantee at the point of demarcation, which meets or exceeds the FCC technical standards. Notwithstanding the forgoing, the Grantee agrees that it will deliver to subscribers an Access signal of the same quality it receives from the Designated Access Provider(s) without degradation and in accordance with the FCC technical standards. There shall be no restriction on Grantee's technology used to deploy and deliver Standard Definition or High Definition signals so long as the requirements of the Franchise are otherwise met. FCC technical standards shall be used for all testing and assessment of quality under this section.

9.3.3 Grantee shall provide Headend and hub equipment and routine maintenance and repair and replace, if necessary, any of Grantee's equipment required to carry the Access signal to and from the City's and any other Access origination point and the Grantee's Headend and hubs for the Access Channels.

9.4 Access Channel Identification/Location/Relocation/Bill Insertions

9.4.1 Grantee will use reasonable efforts to minimize the movement of Access Channel assignments. Grantee shall provide to the City a minimum of sixty (60) days notice, and use its best efforts to provide ninety (90) days notice, prior to any relocation of its Access Channels, unless the change is required by federal law, in which case Grantee shall give the City the maximum notice possible.

9.4.2 Grantee, upon request, and when space is available, shall provide the City the opportunity to include two bill insertions per year. The City or Designated Access Providers shall be responsible for the costs of printing its bill insertions, the cost of inserting the information into Grantee's bills and for any incremental postage costs. Bill insertions must conform to Grantee's reasonable mailing requirements. Grantee shall be provided an opportunity to review and approve all Access bill insertions.

9.5 Support for Access Capital Costs

During the term of this Franchise Agreement, Grantee shall provide the following contribution on a per month per Residential Subscriber basis (the "PEG Contribution") to be used solely for capital costs related to PEG Access, or as may be permitted by Applicable Law:

{ERZ2234031.DOCX;4/13140.000005/ }

- (1) Sixty (60) days after the Effective Date, and for a one (1) year period, Grantee shall collect from Subscribers and remit to the City a PEG contribution of fifty cents (\$0.50) per Residential Subscriber per month.
- (2) The PEG Contribution shall decrease to thirty-five cents (\$0.35) per Residential Subscriber per month starting one (1) year after the Effective Date of this Franchise.
- (3) If during the Term of this Franchise, the City Council determines that there is a need for additional capital equipment to support the Access Channels, then based upon that demonstrated need, both parties shall meet to determine how to adjust the PEG Contribution and if the remaining term of this franchise does not accommodate the full capital needs of the city, both parties may review the possibilities of extending the term of the franchise. Such amount shall be the same amount required of all other Cable Operators in the Franchise Area. Further, the City shall give Grantee ninety (90) days prior written notice before instituting or changing the amount of the Capital Contribution under this Section 9.5. Grantee shall make such payments quarterly, no later than forty-five (45) days following the end of the quarter. The City agrees that 47 C.F.R. §76.922 permits Grantee to add the cost of the Capital Contribution to the price of Cable Services and to collect the Capital Contribution from Subscribers. In addition, as permitted in 47 C.F.R. §76.985, all amounts paid as the Capital Contribution may be separately stated on Subscriber's bills as a government access capital equipment fee.

9.6 Technical Quality

Grantee shall maintain all Access channels as required by FCC standards. Grantee shall ensure that any Access Channels carried in High Definition format can also be viewed in Standard Definition format by Subscribers who do not receive High Definition service or do not have High Definition equipment, with the same quality and functionality as commercial channels of the same format, whether through simulcasting the programming in Standard and High Definition, or by means of another technical solution used by Grantee for other commercial programmers carried on the channel lineup.

9.7 Return Connectivity

- 9.7.1 Throughout the term of this Franchise, Grantee at its cost and expense shall continue to provide and maintain, as per federal law, a local origination return line from The Mill (1808 Main Street, Lake Stevens, WA 98258) to Grantee's headend. The City shall utilize the local origination return line for the transmission of Access Programming for the Access Channels only and shall provide and maintain all necessary edge devices for transmission and reception. Upon written request of the City, Grantee

{ERZ2234031.DOCX;4/13140.000005/ }

shall construct and maintain additional fiber-optic return connectivity from the City to other locations within the Franchise Area, for the purpose of delivering Access Programming to the City. All return connectivity engineering and construction costs for additional fiber optic connectivity shall be paid by the City at a cost mutually agreed to between the City and Grantee prior to beginning construction, and shall be completed within four (4) months of the year following the City's acceptance of Grantee's estimated cost. Grantee must submit to the City, all requested estimates, prior to March 1st of each calendar year, and the City must respond, to Grantee, with acceptance or refusal prior to June 1st of each calendar year. The City shall be responsible for any of Grantee's engineering costs associated with a project requested by the City, but not accepted for construction. Grantee may require that a reasonable deposit of the estimated project cost be paid in advance. Any additional costs resulting from change orders must be approved by the City prior to implementation.

- 9.7.2 After satisfactory completion of work requested by the City for which the City is to reimburse Grantee and upon submission by Grantee of a proper invoice for payment of the cost reasonably incurred and accompanied by such evidence in support thereof, the City agrees to make payment for the cost reasonably incurred up to the estimated cost for the work; provided, however, that all payments shall be subject to adjustment for any amount found upon audit or otherwise to have been improperly invoiced. All work shall be performed in a cost-effective manner to minimize the costs to the City.
- 9.8 Guide Selection
Grantee agrees that if it utilizes a visual interface under its control on its Cable System for all Channels, the Access Channels shall be treated in a non-discriminatory fashion consistent with applicable laws so that Subscribers will have ready access to Access Channels. To the extent the configuration of the Cable System allows for detailed program listings to be included on the digital channel guide, Grantee will make available to City the ability to place Access Channel programming information on the interactive Channel guide via the electronic programming guide ("EPG") vendor ("EPG provider") that Grantee utilizes to provide the guide service. Grantee will be responsible for providing the designations and instructions necessary for the Access Channels to appear on the EPG and the City will be responsible for providing Access content in a format that is compatible with the EPG. All costs and operational requirements for the EPG provider shall be the responsibility of the City. Grantee is not responsible for operations of the EPG provider. Grantee shall, to the maximum extent possible, make available to the City any price discounts Grantee may have in place with third party vendors that offer such programming guide services. The cost of this guide service may be funded in any manner consistent with applicable law.

SECTION 10. - GENERAL RIGHT-OF-WAY USE AND CONSTRUCTION

10.1 Construction

10.1.1 Grantee shall perform all maintenance, construction, repair, upgrade and reconstruction necessary for the operation of its Cable System in accordance with applicable laws, regulations, ordinances, City standards, (City's Engineering Design and Development Standards) and provisions of this Franchise. Prior to doing such work Grantee shall apply for, and obtain, appropriate permits from the City, and give appropriate notices to the City, and Grantee shall pay all applicable fees upon issuance of the requisite permits by the City to Grantee. As a condition of any permits so issued, the City officials may impose such conditions and regulations as are necessary for the purpose of protecting any structures in such Rights-of-Way, proper restoration of such Rights-of-Way and structures, protection of the public and the continuity of pedestrian or vehicular traffic. To the extent practicable and economically feasible, Grantee's construction and location of its facilities shall be of minimal impact to the City streets and sidewalks located within the Rights-of-Way. All construction and maintenance of any and all of Grantee's facilities within the Rights-of-Way shall, regardless of who performs the construction, be and remain Grantee's responsibility.

10.1.2 Prior to beginning any construction, excavations, or significant repair, Grantee shall provide the City with a construction schedule for work in the Rights-of-Ways as required by the City's permitting regulations. Further, Grantee shall meet with the City and other franchise and master permit holders and users of the Rights-of-Way upon written notice as determined by the City, to discuss options regarding scheduling and coordinating construction in the Rights-of-Way.

10.1.3 Grantee may make excavations in Rights-of-Way for any facility needed for the maintenance or extension of Grantee's Cable System. Whenever it is possible and reasonably practicable to joint trench or share bores or cuts, Grantee shall work with other providers, permittees and franchisees so as to reduce so far as possible the number of Rights-of-Way cuts within the Franchise Area.

10.1.4 In the event that emergency repairs are necessary, Grantee will make best efforts to contact the City's Public Works Department (425-737-7795) prior to the repair, however Grantee may initiate such emergency repairs, and shall apply for appropriate permits within forty-eight (48) hours after discovery of the emergency.

10.2 Location of Facilities

{ERZ2234031.DOCX;4/13140.000005/ }

- 10.2.1 Prior to doing any digging or excavation in the Rights-of-Way, Grantee shall follow established procedures, including contacting the Utility Notification Center in Washington and comply with all applicable State statutes regarding the One Call Locator Service pursuant to RCW 19.122.
- 10.2.2 Further, upon request from the City in conjunction with the design of any City project, and no more than thirty (30) days following such request, Grantee shall, at Grantee's expense, mark on the surface all of its located underground facilities within the area of the proposed excavation, including horizontal and vertical location.

10.3 Restoration of Rights-of-Way

- 10.3.1 When any opening is made by Grantee in a hard surface pavement in any Rights-of-Way, Grantee shall promptly refill the opening and restore the surface as required by its permit. Grantee shall guarantee the durability and structural integrity of any street cut or repair made by it or its agents or subcontractors which is necessary for the construction, installation, operation, repair or maintenance of Grantee's Facilities; provided, that no action by an unrelated third party materially affects the integrity of the Grantee's street cut or repair. Grantee shall repair or replace, at no expense to the City, any failed street cut or repair which was completed by the Grantee or its agents or subcontractors.
- 10.3.2 If Grantee excavates the surface of any Rights-of-Way, Grantee shall be responsible for restoration in accordance with applicable regulations regarding the Rights-of-Way and its surface within the area affected by the excavation. The City may, after providing notice to Grantee, and Grantee's failure to respond within the agreed upon time, refill or repave any opening made by Grantee in the Rights-of-Way, and the expense thereof shall be paid by Grantee. In the event Grantee does not repair a Right-of-Way or an improvement in or to a Right-of-Way in a prompt timeframe or as agreed to with the City Engineer or any other department director as the City may designate, the City may repair the damage and shall be reimbursed its actual cost within thirty (30) days of submitting an invoice to Grantee. The cost of all repairs and restoration, including the costs of inspection and supervision shall be paid by Grantee. All of Grantee's work under this Franchise, and this Section in particular, shall be done in compliance with all laws, regulations and ordinances of the City and State. All work by Grantee pursuant to this Section shall be performed in accordance with applicable City standards.
- 10.3.3 The Public Works Director or any other department director as the City may designate shall have final approval of the condition of such streets and public places after restoration.

10.4 Maintenance and Workmanship

10.4.1 Grantee's Cable System shall be constructed and maintained in such manner as not to interfere with sewers, stormwater, water pipes or any other property of the City, or with any other pipes, wires, conduits, pedestals, structures or other facilities that may have been laid in Rights-of-Way by, or under, the City's authority.

10.4.2 Grantee shall provide and use any equipment and appliances necessary to control and carry Grantee's signals so as to prevent injury to the City's property or property belonging to any Person. Grantee, at its own expense, shall repair, renew, change and improve its facilities to keep them in safe condition.

10.4.3 Grantee's transmission and distribution Cable System, wires and appurtenances shall be located, erected and maintained so as not to endanger or interfere with the lives of Persons, or to unnecessarily hinder or obstruct the free use of Rights-of-Way, or other public property.

10.5 Acquisition of Facilities

Upon Grantee's acquisition of facilities in any Rights-of-Way, or upon the addition or annexation to the City of any area in which Grantee owns or operates any facility, such facilities shall immediately be subject to the terms of this Franchise.

10.6 Relocation of Facilities

10.6.1 Nothing in this Franchise shall prevent the City from constructing any public work or improvement. The City may require Franchisee to relocate the Cable System within the Right-of-Way when reasonably necessary for construction, alteration, repair, or improvement of the right-of-way for purposes of public welfare, health, or safety. For example, without limitation, the movement of or the request to locate Grantee's facilities may be needed by reason of traffic conditions, public safety, Right-of-Way vacation, Right-of-Way construction, change or establishment of Right-of-Way grade, installation of sewers, drains, gas or water pipes, or any other types of structures or improvements by for public purposes. For the avoidance of doubt, such projects shall include any Right-of-Way improvement project, even if the project entails, in part, related work funded and/or performed by or for a third party, provided that such work is performed for the public benefit, but shall not include, without limitation, any other improvements or repairs undertaken by or for the primary benefit of third-party entities. Except as otherwise provided by law, the costs and expenses associated with relocations or disconnections requested pursuant to this Section 10.6 shall be borne by Grantee. Such work shall be performed at Grantee's expense. Nothing contained within this Franchise shall limit Grantee's ability to seek reimbursement for relocation costs when permitted pursuant to RCW 35.99.060. In the case

{ERZ2234031.DOCX;4/13140.000005/ }

of a joint relocation project, Grantee shall be responsible for the cost of relocating its facilities.

10.6.2 If the City determines that the project necessitates the relocation of Grantee's existing facilities, the City shall provide Grantee in writing with a date by which the relocation shall be completed (the "Relocation Date") consistent with RCW 35.99.060(2). In calculating the Relocation Date, the City shall consult with Grantee 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, and the City shall endeavor to provide Grantee at least sixty (60) days' notice prior to the Relocation Date. Grantee shall complete the relocation by the Relocation Date, unless the City or a reviewing court establishes a later date for completion, as described in RCW 35.99.060(2). To provide guidance on this notice process, the City will make reasonable efforts to involve Grantee in the predesign and design phases of any Public Project. After receipt of the written notice containing the Relocation Date, Grantee shall relocate such facilities to accommodate the Public Project consistent with the timeline provided by the City and at no charge or expense to the City. Such timeline may be extended by a mutual agreement.

10.6.3 If Grantee fails to complete this work within the time prescribed above and to the City's satisfaction, the City may cause such work to be done and bill the cost of the work to Grantee, including all costs and expenses incurred by the City due to Grantee's delay. In such event, the City shall not be liable for any damage to any portion of Grantee's Cable System. Within thirty (30) days of receipt of an itemized list of those costs, Grantee shall pay the City. In any event, if Grantee fails to timely relocate, remove, replace, modify or disconnect Grantee's facilities and equipment, and that delay results in any delay damage accrued by or against the City, Grantee will be liable for all documented costs of construction delays attributable to Grantee's failure to timely act. Grantee reserves the right to challenge any determination by the City of costs for construction delays related to an alleged failure to act in accordance with this subsection 10.6.

10.7 Movement of Cable System Facilities for Other Entities

10.7.1 If any removal, replacement, modification or disconnection of the Cable System is required to accommodate the construction, operation or repair of the facilities or equipment of another entity with the rights to use the Rights-of-Way, Grantee shall, after at least thirty (30) days' advance written notice, take action to effect the necessary changes requested by the responsible entity. Grantee may require that the costs associated with the removal or relocation be paid by the benefited party.

10.7.2 At the request of any Person holding a valid permit (a "Permittee") and upon reasonable advance notice, Grantee shall temporarily raise, lower or remove its wires as necessary to permit the moving of a building, vehicle, equipment or other item. Grantee may require a reasonable deposit of the estimated payment in advance and may require that the cost be paid by the Permittee. Such payment is an exchange between the Grantee and the Permittee, and the City will not be the administrator of these transactions.

10.7.3 Reimbursement of Grantee Costs

Grantee specifically reserves any rights it may have under Applicable Law for reimbursement of costs related to undergrounding or relocation of the Cable System as described in this Section 10.7, and nothing herein shall be construed as a waiver of such rights.

10.8 Reservation of City Use of Right-of-Way

Nothing in this Franchise shall prevent the City or public utilities owned, maintained or operated by public entities other than the City from constructing sewers; grading, paving, repairing or altering any Right-of-Way; laying down, repairing or removing water mains; or constructing or establishing any other public work or improvement. All such work shall be done, insofar as practicable, so as not to obstruct, injure or prevent the use and operation of Grantee's Cable System but insofar as the Cable System, or any portion thereof, is required to be relocated to accommodate the construction of the City or public utility, Grantee shall be solely responsible for the costs associated with relocation.

10.9 Rights-of-Way Vacation

If any Rights-of-Way or portion thereof used by Grantee is vacated by the City during the term of this Franchise, unless the City specifically reserves to Grantee the right to continue the use of vacated Rights-of-Way, Grantee shall, without delay or expense to the City, remove its facilities from such Rights-of-Way, and restore, repair or reconstruct the Rights-of-Way where such removal has occurred. In the event of failure, neglect or refusal of Grantee, after thirty (30) days' notice by the City, to restore, repair or reconstruct such Rights-of-Way, the City may do such work or cause it to be done, and the reasonable cost thereof, as found and declared by the City, shall be paid by Grantee within thirty (30) days of receipt of an invoice and documentation.

10.10 Removal of Discontinued Facilities

Whenever Grantee intends to discontinue using any facility within the Rights-of-Way, Grantee shall submit to the City a complete description of the facility and the date on which Grantee intends to discontinue using the facility. Grantee may remove the facility or request that the City allow it to remain in place.

Notwithstanding Grantee's request that any such facility remain in place, the City may require Grantee to remove the facility from the Rights-of-Way or modify the facility to protect the public health, welfare, safety and convenience, or otherwise serve the public interest. The City may require Grantee to perform a combination

{ERZ2234031.DOCX;4/13140.000005/ }

of modification and removal of the facility. Grantee shall complete such removal or modification in accordance with a schedule set by the City. Until such time as Grantee removes or modifies the facility as directed by the City, or until the City accepts abandonment or the rights to and responsibility for the facility are accepted by another Person having authority to construct and maintain such facility, Grantee shall be responsible for the facility, as well as maintenance of the Rights-of-Way, in the same manner and degree as if the facility were in active use, and Grantee shall retain all liability for such facility. If Grantee abandons its facilities, the City may choose to use such facilities for any purpose whatsoever including, but not limited to, Access Channel purposes.

10.11 Hazardous Substances

10.11.1 Grantee shall comply with all applicable State and federal laws, statutes, regulations and orders concerning hazardous substances within the Rights-of-Way.

10.11.2 Upon reasonable notice to Grantee, the City may inspect Grantee's facilities in the Rights-of-Way to determine if any release of hazardous substances has occurred, or may occur, from or related to Grantee's Cable System. In removing or modifying Grantee's facilities as provided in this Franchise, Grantee shall also remove all residue of hazardous substances related thereto.

10.12 Undergrounding of Cable

10.12.1 Wiring

- (1) Where electric and telephone utility wiring is installed underground at the time of Cable System construction, or when all such wiring is subsequently placed underground, all Cable System lines, wiring and equipment shall also be placed underground with other wireline service at no expense to the City. Related Cable System equipment, such as pedestals, must be placed in accordance with applicable City Code requirements and rules. Except as otherwise state in Section 10.12.1(2) below, in areas where electric or telephone utility wiring are aerial, Grantee may install aerial cable, except when a property owner or resident requests underground installation and agrees to bear the additional cost in excess of aerial installation.
- (2) Unless otherwise permitted by the City, Franchisee shall underground its wireline Facilities in all new developments and subdivisions, and any development or subdivision where utilities, other than electrical utilities, are currently underground.
- (3) Grantee shall only utilize existing poles and conduit.

- (4) This Franchise does not grant, give or convey to Grantee the right or privilege to install its facilities in any manner on specific utility poles or equipment of the City or any other Person.
- (5) Grantee and the City recognize that situations may occur in the future where the City may desire to place its own cable or conduit for Fiber Optic cable in trenches or bores opened by Grantee. Therefore, if Grantee constructs, relocates or places ducts or conduits in the Rights-of-Way it shall submit these plans to the City in accordance with the City's permitting process so as to provide the City with an opportunity to request that Grantee place additional duct or conduit and related structures necessary to access the conduit pursuant to RCW 35.99.070. Other than submission of plans in accordance with the City's permitting requirements, nothing set forth herein shall obligate Grantee to slow the progress of any future construction of the Cable System to accommodate the City. In addition, Grantee agrees to cooperate with the City in any other construction by Grantee that involves trenching or boring. 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.
- (6) The City shall not be required to obtain easements for Grantee.
- (7) Grantee may participate with other providers in joint trench projects to relocate its overhead facilities underground and remove its overhead facilities in areas where all utilities are being converted to underground facilities. If funds from a Utility Local Improvement District are provided to aerial providers to offset the cost of undergrounding, excluding any entity operating under a tariff, Grantee's costs shall be proportionality paid for out of such funds.

10.12.2 Repair and Restoration of Property

If public property is disturbed or damaged by Grantee arising out of or in connection with the provision of Cable Service, Grantee shall restore the property to its former condition. Rights-of-Way or other City property shall be restored in a manner and within a timeframe approved by the City's Public Works Director, or his/her designee. If restoration of Rights-of-Way or other property of the City is not satisfactorily performed within a reasonable time, the Public Works Director, or his/her designee, may, after prior notice to Grantee, or without notice where the disturbance or damage may create a risk to public health, safety or welfare, or cause delay or added expense to a public project or activity, cause the repairs to be made at Grantee's expense and recover the cost of those repairs from Grantee. Within thirty (30) days of receipt of an itemized list of those costs, including the costs of labor, materials and equipment, Grantee shall issue payment to the City.

10.13 Codes

Grantee shall strictly adhere to City codes that do not directly conflict with the specific provisions of this Franchise. Grantee shall arrange its lines, cables and other appurtenances, on both public and private property, in such a manner as to cause no unreasonable interference with the use of said public or private property by any Person. In the event of such interference or if such construction does not comply with City codes or the permit, the City may require the removal or relocation of Grantee's lines, cables and other appurtenances from the property in question.

10.14 Tree Trimming

Upon obtaining a written permit from the City, if such a permit is required, Grantee may prune or cause to be pruned, using proper pruning practices in accordance with such permit, any tree in the Rights-of-Way that interferes with the Cable System. Grantee shall be responsible for any damage caused by such trimming and shall make every attempt to trim such trees and shrubbery in a fashion that maintains their aesthetic appeal and the health of the tree. Grantee may not remove any trees without the express consent from the City.

10.15 Standards

10.15.1 Grantee shall, at all times, install, maintain and use commonly accepted methods and devices for preventing failures and accidents which are likely to cause damage or injuries to the public. In furtherance thereof, Grantee must comply with the City's traffic control requirements, including, for example, but without limitation, the use of signal devices, warning signs and flaggers when appropriate. All of Grantee's structures, cables, lines, equipment and connections in, over, under and upon the rights-of-way and public ways or other places in the Franchise Area, wherever situated or located, shall at all times be kept and maintained in a safe condition.

10.15.2 Grantee must comply with all federal, State and local safety requirements, rules, regulations, standards, laws and practices, and employ all necessary devices as required by applicable law during construction, operation and repair of its Cable System. By way of illustration and not limitation, Grantee must comply with the National Electric Code, National Electrical Safety Code and Occupational Safety and Health Administration (OSHA) Standards.

10.15.3 All installations of equipment shall be permanent in nature, and shall not interfere with the travel and use of public places by the public during the construction, repair, operation or removal thereof, and shall not obstruct or impede traffic.

10.15.4 Grantee shall endeavor to maintain all equipment lines and facilities in an orderly manner, including, but not limited to, the removal of bundles of unused cables.

10.16 Stop Work

On notice from the City that any work is being conducted contrary to the provisions of this Franchise, or in violation of the terms of any applicable permit, laws, regulations, ordinances or standards, the work may immediately be stopped by the City. The stop work order shall:

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

Grantee shall comply immediately with any stop work order issued by the City.

10.17 Work of Contractors and Subcontractors

Grantee's contractors and subcontractors shall be bonded in accordance with local ordinances, regulations and requirements. Work by contractors and subcontractors shall be subject to the same restrictions, limitations and conditions as if the work were performed by Grantee. Grantee shall be responsible for all work performed by its contractors and subcontractors and others performing work on its behalf, and shall ensure that all such work is performed in compliance with this Franchise and other applicable law, and shall be jointly and severally liable for all damages caused by them. It is Grantee's responsibility to ensure that contractors, subcontractors or other persons performing work on Grantee's behalf are familiar with the requirements of this Franchise and other applicable laws governing the work performed by them. When pulling permits, a subcontractor must clearly state their connection to Grantee.

10.18 Pole Transfers

If Grantee leases or otherwise utilizes a pole within the Rights-of-Way owned by a third party for attachment of Grantee's facilities, and such third party subsequently abandons the pole, for example by building a replacement pole, Grantee shall remove or relocate its facilities from such pole within sixty (60) days of notification from either the third party pole owner or the City, provided that such other structure or place has been made available to the Grantee with sufficient time to allow for the relocation. If Grantee requires additional time to accomplish the removal and/or relocation, Grantee shall notify the City in writing of the reasons for the additional time and its anticipated schedule.

10.19 Strand Mounted WiFi Facilities

{ERZ2234031.DOCX;4/13140.000005/ }

10.19.1 Subject to the provisions of this Franchise and applicable safety and electrical codes, Grantee is allowed to place strand mounted wireless facilities on its own cables strung between existing utility poles.

10.19.2 Grantee shall comply with the following requirements:

- (1) each strand mounted WiFi facility must be less than two and half (2.5) cubic feet in volume;
- (2) only one strand mounted WiFi facility is permitted per cable strung between two poles;
- (3) the WiFi strand mounted facilities shall be placed as close to the pole as technically feasible and may not be placed more than six (6) feet from the pole or in that portion of the Right-of-Way used for vehicular travel;
- (4) Grantee may not place an ancillary pole or ground mounted equipment to accommodate such strand mounted WiFi facilities, unless in the case of ground mounted equipment placed in pre-existing equipment cabinets;
- (5) the strand mounted WiFi facilities must comply with any applicable FCC requirements related to RF emissions and interference. Upon request, Grantee shall validate that such device meets FCC standards by producing documentation certified by an RF engineer; and
- (6) such strand mounted WiFi facilities must be removed if they cause a threat to public health or safety.

10.19.3 The deployment of these strand mounted WiFi facilities shall not be considered small cell facilities as that term is defined in Lake Stevens Municipal Code Chapter 14.62. To the extent Grantee performs work in the Rights-of-Way associated with the installation, maintenance, construction, repair or upgrade of these strand mounted WiFi facilities, Grantee is required to obtain the appropriate permits consistent with SECTION 10. - . Further, such strand mounted facilities must be operated as part of the Cable System.

SECTION 11. - CABLE SYSTEM DESIGN

11.1 Cable System Specifications

Prior to the Effective Date of this Franchise, the parties acknowledge that Grantee undertook a voluntary upgrade of its Cable System to a hybrid fiber coaxial (HFC) fiber-to-the node system architecture, with Fiber Optic cable deployed from its Headend to nodes and tying into a coaxial system serving Subscribers. The Cable System is capable of delivering high quality signals that

{ERZ2234031.DOCX;4/13140.000005/ }

- meet or exceed FCC technical quality standards regardless of any particular manner in which the signal is transmitted. Grantee agrees to maintain the Cable System in a manner consistent with, or in excess of these specifications throughout the term of the Franchise
- 11.2 Closed Captioning
Equipment must be installed so that all closed captioned programming received by the Cable System shall include the closed caption signal so long as the closed caption signal is provided consistent with FCC standards.
- 11.3 No Income Discrimination
Grantee's construction decisions shall be based solely upon legitimate engineering decisions and shall not take into consideration the income level of any particular community within the Franchise Area.
- 11.4 Enforceability of Design and Performance Requirements
Grantee acknowledges that the minimum Cable System design and performance requirements set forth in this Franchise are enforceable, to the extent allowed by law.
- 11.5 System Review
The City may hold a hearing to review whether or not the Cable System and the Cable Services offered by Grantee are meeting demonstrated community needs and interests, taking into account the cost of meeting those needs and interests. The parties recognize that, as of the Effective Date, the City is not permitted to require the provision of specific Video Programming pursuant to this subsection.

SECTION 12. - TECHNICAL STANDARDS

- 12.1 Technical Performance
The technical performance of the Cable System shall meet or exceed all applicable technical standards authorized or required by law, including, FCC technical standards, as they may be amended from time to time, regardless of the transmission technology utilized. The City shall have the full authority permitted by applicable law to enforce compliance with these technical standards.
- 12.2 Cable System Performance Testing
- 12.2.1 Grantee shall, at its expense, perform all tests on its Cable System required by the FCC (including FCC required test points located within the City) and shall maintain written records of its test results. Upon request, all FCC required technical performance tests may be witnessed by representatives of the City. Copies of such test results will be provided to the City upon request.

{ERZ2234031.DOCX;4/13140.000005/ }

- 12.2.2 All required technical performance or other Cable System tests shall be at the expense of Grantee and may be witnessed by representatives of the City. Upon request, Grantee will notify the City before any required technical proof-of-performance or other testing occurs.
- 12.2.3 Grantee shall promptly take such measures as are necessary and diligently continue the same until completion in order to correct any performance deficiencies fully and to prevent their recurrence. Grantee's failure to correct deficiencies identified through this testing process shall be a violation of this Franchise. Sites shall be re-tested within five (5) days following correction until correction has been confirmed and satisfactory results are obtained.

SECTION 13. - SERVICE EXTENSION

13.1 Service Availability

- 13.1.1 In general, except as otherwise provided herein, Grantee shall provide a standard aerial installation of Cable Service within seven (7) days of a request by any Person within the Franchise Area. For standard underground installations scheduling shall be done within seven (7) days of a request for service. For purposes of this Section, a request shall be deemed made on the date of signing a service agreement, receipt of funds by Grantee, receipt of a written request by Grantee or receipt by Grantee of a verified verbal request. Grantee shall provide such service:
- (1) With no line extension charge except as specifically authorized elsewhere in this Franchise.
 - (2) At a non-discriminatory installation charge for a Standard Installation, consisting of a one hundred twenty-five (125) foot aerial drop or sixty (60) foot underground drop connecting to the exterior demarcation point for Subscribers, with additional charges for non-standard installations computed according to a non-discriminatory methodology for such installations.
 - (3) At non-discriminatory monthly rates for all Subscribers, excepting commercial Subscribers, MDU Bulk Subscribers and other lawful exceptions to uniform pricing.
- 13.1.2 No Customer shall be refused service arbitrarily. However, for non-Standard Installations of service to Subscribers, or a density of less than twenty-five (25) residences per 5280 aerial cable-bearing strand feet of trunk or distribution cable, or sixty (60) residences per 5280 underground trench feet of trunk or distribution cable, Cable Service may be made available on the basis of a capital contribution in aid of construction,

including cost of material, labor and easements. Grantee may require that the payment of the capital contribution in aid of construction be borne by such potential Subscribers be paid in advance. For the purpose of determining the amount of capital contribution in aid of construction to be borne by the Grantee and Customers in the area in which service shall be expanded, the Grantee will contribute an amount equal to the construction and other costs per mile, multiplied by a fraction whose numerator equals the actual number of residences per cable-bearing mile of its trunk or distribution cable and whose denominator equals twenty-five (25) for an aerial extension or sixty (60) for an underground extension. Customers who request service hereunder will bear the remainder of the construction and other costs on a pro rata basis. The Grantee may require that the payment of the capital contribution in aid of construction borne by such potential Customers be paid in advance.

- 13.1.3 Grantee shall provide Cable Service to Multiple Dwelling Units in accordance with an agreement with the property owner or owners, this Franchise and all applicable laws.

SECTION 14. - STANDBY POWER AND EAS

14.1 Standby Power

Grantee shall provide standby power generating capacity at the Cable System Headend capable of providing at least twenty-four (24) hours of emergency operation. Grantee shall maintain standby power supplies that will supply back-up power of at least four (4) hours duration throughout the distribution networks, and four (4) hours duration at all nodes and hubs. In addition, throughout the term of this Franchise, Grantee shall have a plan in place, along with all resources necessary for implementing such plan, for dealing with outages of more than two (2) hours. This outage plan and evidence of requisite implementation resources shall be presented to the City no later than thirty (30) days following receipt of a request therefore.

14.2 Emergency Alert Capability

14.2.1 In accordance with, and at the time required by, the provisions of FCC Regulations or other federal or state requirements, as such provisions may from time to time be amended, Emergency Alert System ("EAS") implementation will be accomplished in compliance with the Washington State EAS Plan and to be in compliance with or further Homeland Security requirements or applications.

14.2.2 Grantee shall ensure that the EAS is functioning properly at all times in accordance with FCC regulations.

SECTION 15. - FRANCHISE BREACHES; TERMINATION OF FRANCHISE

15.1 Procedure for Remedying Franchise Violations

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

- (1) Respond to the City in writing, contesting the City's assertion that a default has occurred, and requesting a hearing in accordance with subsection 15.1.2, below;
- (2) Cure the default; or
- (3) Notify the City in writing that Grantee cannot cure the default within the thirty (30) days, because of the nature of the default. In the event the default cannot be cured within thirty (30) days, Grantee shall promptly take all reasonable steps to cure the default and notify the City in writing and in detail as to the exact steps that will be taken and the projected completion date. Upon five (5) business days' prior written notice, either the City or Grantee may call an informal meeting to discuss the alleged default. In such case, if matters are not resolved at such meeting, the City may set a hearing, in front of the hearing examiner, in accordance with subsection 15.1.2 below to determine whether additional time beyond the thirty (30) days specified above is indeed needed, and whether Grantee's proposed completion schedule and steps are reasonable.

15.1.2 If Grantee does not cure the alleged default within the cure period stated above, or by the projected completion date under subsection 15.1.1(3), or denies the default and requests a hearing in accordance with subsection 15.1.1(1), or the City orders a hearing in accordance with subsection 15.1.1(3), the City shall set a public hearing, in front of the hearing examiner, to investigate said issues or the existence of the alleged default. The City shall notify Grantee of the hearing in writing and such hearing shall take place no less than fifteen (15) days after Grantee's receipt of notice of the hearing. At the hearing, Grantee shall be provided an opportunity to be heard, to present and question witnesses, and to present evidence in its defense. At any such hearing, the City or the hearing examiner shall not unreasonably limit Grantee's opportunity to make a record that may be reviewed should any final decision of the City be appealed to a court of competent jurisdiction. The determination as to whether a default or a material breach of this Franchise has occurred shall be within the City's sole discretion, but any such determination shall be subject to appeal to a court of competent jurisdiction.

15.1.3 If, after the public hearing in front of the hearing examiner, the hearing examiner determines that a default still exists, the hearing examiner shall order Grantee to correct or remedy the default or breach within fourteen (14) days of the hearing examiner's notification or within such other reasonable timeframe as the hearing examiner shall determine. In the event Grantee does not cure within such time as per the direction of the hearing examiner, the hearing examiner may:

- (1) Assess and collect monetary damages in accordance with this Franchise; and
- (2) Recommend to the City Council termination of this Franchise; or
- (3) Recommend to the City Council to pursue any other legal or equitable remedy available under this Franchise or applicable law.

15.1.4 The determination as to whether a violation of this Franchise has occurred pursuant to this Section herein shall be within the sole discretion of the hearing examiner. Any such determination by the hearing examiner shall be accompanied by a record, to which Grantee's contribution shall not be limited by the City or the hearing examiner (i.e., the hearing examiner shall hear any interested Persons and shall allow Grantee an opportunity to be heard, to cross examine witnesses, to present evidence and to make additions to the hearing record). Any such final determination made by either the hearing examiner pursuant to 15.1.1(1) or the City Council pursuant to 15.1.1(2) or 15.1.1(3) shall be subject to appeal to a court of competent jurisdiction. Such appeal to the appropriate Court shall be taken within thirty (30) days of the issuance of the final determination. The City shall receive notice from Grantee of any appeal concurrent with any filing to a court of competent jurisdiction.

15.2 Alternative Remedies

15.2.1 No provision of this Franchise shall be deemed to bar the right of either party to seek or obtain judicial relief from a violation of any provision of the Franchise or any rule, regulation, requirement or directive promulgated thereunder. Neither the existence of other remedies identified in this Franchise nor the exercise thereof shall be deemed to bar or otherwise limit the right of either party to recover monetary damages, as allowed under applicable law, or to seek and obtain judicial enforcement of obligations by means of specific performance, injunctive relief or mandate, or any other remedy at law or in equity.

15.2.2 The City specifically does not, by any provision of this Franchise, waive any right, immunity, limitation or protection (including complete damage immunity) otherwise available to the City, its officers, officials, Boards, commissions, agents, or employees under federal, State, or local law including by example Section 635A of the Cable Act. Grantee shall not

have any monetary recourse against the City, or its officers, officials, Board, commissions, authorized agents or employees for any loss, costs, expenses or damages arising out of any provision, requirement of this Franchise or the enforcement thereof, subject to applicable law.

15.3 Assessment of Liquidated Damages and Letter of Credit

15.3.1 Because it may be difficult to calculate the harm to the City in the event of a breach of this Franchise by Grantee, the parties agree to liquidated damages as a reasonable estimation of the actual damages to the City. To the extent that the City elects to assess liquidated damages as provided in this Franchise, such damages shall be the City's sole and exclusive remedy for such breach or violation and shall not exceed a time period of one hundred eighty (180) days. Nothing in this subsection is intended to preclude the City from exercising any other right or remedy with respect to a breach that continues past the time the City stops assessing liquidated damages for such breach.

15.3.2 Prior to assessing any liquidated damages, the City shall follow the procedure provided in Section 5.3. The first day for which liquidated damages may be assessed, if there has been no cure after the end of the applicable cure period, shall be the day of the violation.

15.3.3 Pursuant to the requirements outlined herein, liquidated damages shall not exceed the following amounts: two hundred dollars (\$200.00) per day for material departure from the FCC technical performance standards; one hundred dollars (\$100.00) per day for failure to provide the Access Channel or any equipment related thereto or funding which is required; one hundred dollars (\$100.00) per day for each material violation of the Customer Service Standards; fifty dollars (\$50.00) per day for failure to provide reports or notices as required by this Franchise.

15.3.4 No cost to Grantee arising from a breach or violation of the Franchise shall be offset against any sums due the City as a tax or franchise fee regardless of whether the combination of franchise fees, taxes and said costs exceeds five percent (5%) of Grantee's Gross Revenues in any 12-month period unless otherwise permitted by law.

15.3.5 Collection of Liquidated Damages

- (1) The Performance Bond and letter of credit referred to in Section 5.3 may be drawn upon by the City for breach of a material provision after notice and opportunity to cure.
- (2) The City shall give Grantee written notice of any intent to withdraw under this subsection. Within seven (7) days following receipt of such notice, Grantee shall restore the Performance Bond and letter of credit to the amount required under this Franchise.

Grantee's maintenance of the Performance Bond or letter of credit shall not be construed to excuse unfaithful performance by Grantee or to limit the liability of Grantee to the amount of the Performance Bond or letter of credit or otherwise to limit the City's recourse to any other remedy available at law or in equity.

- (3) The assessment of liquidated damages does not constitute a waiver by the City of any other right or remedy it may have under the Franchise or applicable law, including its right to recover from Grantee any additional damages, losses, costs and expenses that are incurred by the City by reason of the breach of this Franchise or to seek specific performance.
- (4) Grantee's maintenance of the security required herein or by applicable code shall not be construed to excuse unfaithful performance by Grantee of this Franchise; to limit liability of Grantee to the amount of the security; or to otherwise limit the City's recourse to any other remedy available at law or equity.

15.4 Revocation

15.4.1 This Franchise may be revoked and all rights and privileges rescinded if a material breach of the Franchise is not cured pursuant to Section 15.1, or in the event that:

- (1) Grantee attempts to evade or fails to perform any material provision of this Franchise or to practice any fraud or deceit upon the City or Subscribers;
- (2) Grantee makes a material misrepresentation of fact in the negotiation of this Franchise;
- (3) Grantee abandons the Cable System, or terminates the Cable System's operations;
- (4) Grantee fails to restore service to the Cable System after three (3) consecutive days of an outage or interruption in service; except in the case of an emergency or during a force majeure occurrence, or when approval of such outage or interruption is obtained from the City, it being the intent that there shall be continuous operation of the Cable System; or
- (5) Grantee becomes insolvent, unable or unwilling to pay its debts, or is adjudged bankrupt, there is an assignment for the benefit of Grantee's creditors, or all or part of Grantee's Cable System is sold under an instrument to secure a debt and is not redeemed by Grantee within thirty (30) days from said sale.

15.4.2 Additionally, this Franchise may be revoked one hundred twenty (120) days after the appointment of a receiver or trustee to take over and

conduct the business of Grantee (at the option of the City and subject to applicable law) whether in a receivership, reorganization, bankruptcy or other action or proceeding, unless directed otherwise by a court of competent jurisdiction.

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

- (1) The City has approved the transfer of the Franchise, in accordance with the procedures set forth in this Franchise and as provided by law; and
- (2) The purchaser has covenanted and agreed with the City to assume and be bound by all of the terms and provisions of this Franchise.

15.5 Abandonment; Purchase of the Cable System

15.5.1 Effect of Abandonment

If the Grantee abandons its System during the Franchise term, or fails to operate its Cable System in accordance with its duty to provide continuous service, the City, at its option, may:

- (1) operate the Cable System;
- (2) designate another entity to operate the Cable System temporarily until the Grantee restores service under conditions acceptable to the City or until the Franchise is revoked and a new Franchisee is selected by the City; or
- (3) obtain an injunction requiring the Grantee to continue operations. If the City is required to operate or designate another entity to operate the Cable System, the Grantee shall reimburse the City or its designee for all reasonable costs, expenses and damages incurred, including reasonable attorney's fees and costs.

15.5.2 What Constitutes Abandonment

The City shall be entitled to exercise its options and obtain any required injunctive relief if:

- (1) the Grantee fails to provide Cable Service in accordance with this Franchise over a substantial portion of the Franchise Area for seven (7) consecutive days, unless the City authorizes a longer interruption of service; or
- (2) the Grantee, for any period, willfully and without cause refuses to provide Cable Service in accordance with this Franchise.

15.6 Removal

- 15.6.1 In the event of termination, expiration, revocation or nonrenewal of this Franchise, and after all appeals from any judicial determination are exhausted and final, Grantor may order the removal of the System facilities from the Franchise Area at Grantee's sole expense within a reasonable period of time as determined by Grantor. In removing its plant, structures and equipment, Grantee shall refill, at its own expense, any excavation that is made by it and shall leave all Rights-of-Way, public places and private property in as good a condition as that prevailing prior to Grantee's removal of its equipment.
- 15.6.2 However, Grantee shall have no obligation to remove the Cable System where it utilizes the system to provide other, permitted and lawful, non-cable services and has obtained or is in the process of obtaining a franchise or other local authority to maintain facilitates in the public rights-of-way, or where Grantee is able to find a purchaser of the Cable System who holds such authorization.
- 15.6.3 If Grantee fails to complete any required removal to the satisfaction of Grantor, Grantor may cause the work to be done, and Grantee shall reimburse Grantor for the reasonable costs incurred within thirty (30) days after receipt of an itemized list of Grantor's expenses and costs, or Grantor may recover its expenses and costs from the security, or pursue any other judicial remedies for the collection thereof. Any expenses incurred in the collection by Grantor of such obligation shall be included in the monies due Grantor from Grantee, including reasonable attorneys' fees, court expenses and expenses for work conducted by Grantor's staff or agents.

SECTION 16. - FRANCHISE TRANSFER

16.1 Transfer of Ownership or Control

- 16.1.1 The Cable System and this Franchise shall not be sold, assigned, transferred, leased or disposed of, either in whole or in part, either by involuntary sale or by voluntary sale, merger, consolidation or change of control; nor shall title thereto, either legal or equitable, or any right, interest or property therein pass to or vest in any Person or entity without the prior written consent of the City, which consent shall be by the City Council, acting by ordinance or resolution.
- 16.1.2 Grantee shall promptly notify the City of any actual or proposed change in, or transfer of, or acquisition by any other party of control of Grantee. The word "control" as used herein is not limited to majority stockholders

{ERZ2234031.DOCX;4/13140.000005/ }

but includes actual working control in whatever manner exercised. Every change, transfer or acquisition of control of Grantee shall make this Franchise subject to cancellation unless and until the City shall have consented in writing thereto.

16.1.3 The parties to the sale, change in control or transfer shall make a written request to the City for its approval of a sale or transfer or change in control and shall furnish all information required by law.

16.1.4 In seeking the City's consent to any change in ownership or control, the proposed transferee or controlling entity shall indicate whether it:

- (1) Has ever been convicted or held liable for acts involving deceit including any violation of federal, State or local law or regulations, or is currently under an indictment, investigation or complaint charging such acts;
- (2) Has ever had a judgment in an action for fraud, deceit, or misrepresentation entered against the proposed transferee by any court of competent jurisdiction;
- (3) Has pending any material legal claim, lawsuit, or administrative proceeding arising out of or involving a cable system;
- (4) Is financially solvent, by submitting financial data including financial statements that are audited by a certified public accountant who may also be an officer of the transferee or controlling entity, along with any other data that is lawfully required; and
- (5) Has the financial, legal and technical capability to enable it to maintain and operate the Cable System for the remaining term of the Franchise.

16.1.5 The City shall act by ordinance or resolution on the request within one hundred twenty (120) days of receipt of the FCC Form 394 application, provided it has received a complete application. Subject to the foregoing, if the City fails to render a final decision on the request within one hundred twenty (120) days, such request shall be deemed granted unless the requesting party and the City agree to an extension of time.

16.1.6 Within thirty (30) days of any transfer or sale or change in control, if approved or deemed granted by the City, Grantee shall file with the City a copy of the deed, agreement, lease or other written instrument evidencing such sale or transfer of ownership or control, certified and sworn to as correct by Grantee and the transferee or controlling entity, and the transferee or controlling entity shall file its written acceptance agreeing to be bound by all of the provisions of this Franchise, subject to applicable law. In the event of a change in control, in which Grantee is not replaced

by another entity, Grantee will continue to be bound by all of the provisions of the Franchise, subject to applicable law, and will not be required to file an additional written acceptance. The approval of any change in control shall not be deemed to waive any rights of the City to subsequently enforce noncompliance issues relating to this Franchise. For purposes herein to the extent that a change of control involves an entity that was not an Affiliate prior to the contemplated transaction, the City's consent shall be required for such change in control.

16.1.7 In reviewing a request for sale or transfer or change in control, the City may inquire into the legal, technical and financial qualifications of the prospective controlling party or transferee, and Grantee shall assist the City in so inquiring. The City may condition said sale or transfer or change in control upon such terms and conditions as it deems reasonably appropriate, provided, however, any such terms and conditions so attached shall be related to the legal, technical and financial qualifications of the prospective controlling party or transferee and to the resolution of outstanding and unresolved issues of noncompliance with the terms and conditions of this Franchise by Grantee. Upon any such request under this SECTION 16. - , the City may condition such approval upon reimbursement of the City's reasonable processing and review expense in connection with such request for sale or transfer or change in control.

16.1.8 Notwithstanding anything to the contrary in this subsection, the prior approval of the City shall not be required for any sale, assignment, change in control or transfer of the Franchise or Cable System to an Affiliate of Grantee, provided that the proposed assignee or transferee must show financial responsibility as may be determined necessary by the City and must agree in writing to comply with all of the provisions of the Franchise including resolution of any non-compliance issues. Further, Grantee may pledge the assets of the Cable System for the purpose of financing without the consent of the City; provided that such pledge of assets shall not impair or mitigate Grantee's responsibilities and capabilities to meet all of its obligations under the provisions of this Franchise.

SECTION 17. - PROHIBITED PRACTICES, LOCAL EMPLOYMENT EFFORTS AND NOTICES

17.1 Preferential or Discriminatory Practices Prohibited

Grantee shall not discriminate in hiring, employment or promotion on the basis of race, color, ethnic or national origin, religion, age, sex, sexual orientation, or physical or mental disability. Throughout the term of this Franchise, Grantee shall fully comply with all equal employment and non-discrimination provisions

and requirements of federal, State and local laws, and rules and regulations relating thereto.

17.2 Notices

Throughout the term of this Franchise, each party shall maintain and file with the other a local address for the service of notices by mail. All notices shall be sent to such respective address, and such notices shall be effective upon the date of mailing. At the effective date of this Franchise:

Grantee's address shall be:

Government Affairs
Comcast of Cable Communications, LLC
15815 25th Avenue West
Lynnwood, Washington 98087

With a Copy To:

Government Affairs
Comcast Cable
400 Sequoia Dr, STE. 100
Bellingham, WA 98226

the City's address shall be:

City Clerk
City of Lake Stevens, Washington
1812 Main Street
Lake Stevens, Washington 98258

SECTION 18. - MISCELLANEOUS PROVISIONS

18.1 Cumulative Rights

Subject to applicable law, all rights and remedies given to the City by this Franchise or retained by the City herein shall be in addition to and cumulative with any and all other rights and remedies, existing or implied, now or hereafter available to the City, at law or in equity, and such rights and remedies shall not be exclusive, but each and every right and remedy specifically given by this Franchise or otherwise existing or given may be exercised from time to time and as often and in such order as may be deemed expedient by the City and the

{ERZ2234031.DOCX;4/13140.000005/ }

exercise of one or more rights or remedies shall not be deemed a waiver of the right to exercise at the same time or thereafter any other right or remedy.

18.2 Costs to be Borne by Grantee

Grantee shall pay for all costs of publication of this Franchise, and any and all notices prior to any public meeting or hearing provided for pursuant to this Franchise. Such costs are incidental to the award of the Franchise and may not be offset against Franchise Fees.

18.3 Binding Effect

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

18.4 Authority to Amend

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

18.5 Venue

The venue for any dispute related to this Franchise shall be United States District Court for the Western District of Washington or in Snohomish County Superior Court.

18.6 Governing Laws

This Franchise shall be governed, construed and enforced in accordance with the laws of the State of Washington (as amended), the Cable Act as amended, any applicable rules, regulations and orders of the FCC, as amended, and any other applicable local, State and federal laws, rules, and regulations, as amended.

18.7 Captions

The captions and headings of this Franchise are for convenience and reference purposes only and shall not affect in any way the meaning or interpretation of any provisions of this Franchise.

18.8 No Joint Venture

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

18.9 Waiver

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

18.10 Severability

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

18.11 Compliance with Federal, State and Local Laws

Grantee shall comply with applicable federal, state and local laws, rules and regulations, now existing or hereafter adopted.

18.12 Force Majeure

Grantee shall not be held in default under, or in noncompliance with, the provisions of this Franchise, nor suffer any enforcement or imposition of damages relating to noncompliance or default, where such noncompliance or alleged defaults occurred or were caused by circumstances reasonably beyond the ability of Grantee to anticipate and control, including war or riots, civil disturbances, pandemics, floods or other natural catastrophes, labor stoppages, slow downs, availability of materials, labor or equipment, power outages exceeding back-up power supplies or work delays caused by waiting for utility providers to service or monitor their utility poles to which Grantee's Cable System is attached.

18.13 Entire Agreement

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

18.14 Attorneys' Fees

If any action or suit arises in connection with this Franchise, attorneys' fees, costs and expenses in connection therewith shall be paid in accordance with the determination by the court.

18.15 Action of the City or Grantee

In any action by the City or Grantee mandated or permitted under the terms hereof, it shall act in a reasonable, expeditious and timely manner. Furthermore, in any instance where approval or consent is required under the terms hereof, such approval or consent shall not be unreasonably withheld.

18.16 Acceptance

Within sixty (60) days of receipt of an executed Franchise from the City, this Franchise shall be accepted by Grantee by filing with the City Clerk an unconditional, written acceptance of all of the terms, provisions and conditions of this Franchise, in a form substantially similar to Exhibit A attached hereto. In addition to the written acceptance, Grantee shall furnish the additional insured endorsements and certificates of insurance required pursuant to Section 5.2 and the Performance Bond pursuant to Section 5.3. The failure of Grantee to file

{ERZ2234031.DOCX;4/13140.000005/ }

such an acceptance shall be deemed a rejection by Grantee and this Franchise shall then be voidable at the discretion of the City.

18.17 No Third-Party Beneficiaries

There are no third party beneficiaries to this Franchise.

18.18 Termination of Prior Franchise

Grantee and the City agree that this Franchise replaces and supersedes Ordinance 781 (the "Prior Franchise") with respect to Grantee; provided, however, that the grant of this Franchise shall have no effect on Grantee's obligations to indemnify or insure the City against acts and omissions occurring during the period(s) that the Prior Franchise was in effect, nor shall it have any effect upon liability to pay all Franchise Fees consistent with Washington State statute of limitations that were due and owed under a Prior Franchise.

SECTION 19. - EFFECTIVE DATE

This Franchise, being an exercise of a power specifically delegated to the City legislative body, is not subject to referendum, and shall take effect five (5) days after the passage and publication of an approved summary thereof consisting of the title.

APPROVED by the Lake Stevens the City Council this ____ day of _____, 2020.

Brett Gailey, Mayor

ATTEST/AUTHENTICATED:

Kelly M. Chelin, City Clerk

APPROVED AS TO FORM:

Greg Rubstello, City Attorney

FILED WITH THE CITY CLERK:

PASSED BY THE CITY COUNCIL:

PUBLISHED:

EFFECTIVE DATE:

ORDINANCE NO.

{ERZ2234031.DOCX;4/13140.000005/ }

EXHIBIT A

THE CITY COUNCIL
THE CITY OF LAKE STEVENS, WASHINGTON

In the matter of the application :
of Comcast Cable Communications, :
LLC for a franchise to construct : Franchise Ordinance No.: _____
operate and maintain facilities in, :
upon, over under, along, across and :
through the franchise area of the : ACCEPTANCE
the City of Lake Stevens, Washington :

WHEREAS, the City Council of the City of Lake Stevens, Washington, has granted a franchise to Comcast Cable Communications, LLC, its successors and assigns, by enacting Ordinance No. _____, bearing the date of _____, 2020; and

WHEREAS, a copy of said Ordinance granting said franchise was received by Comcast Cable Communications, LLC on _____, 2020, from said City of Lake Stevens, Snohomish County, Washington.

NOW, THEREFORE, Comcast Cable Communications, LLC for itself, its successors and assigns, hereby accepts said Ordinance and the franchise contained therein and all the terms and conditions thereof, and files this, its written acceptance, with the City of Lake Stevens, Snohomish County, Washington.

IN TESTIMONY WHEREOF said Comcast Cable Communications, LLC has caused this written Acceptance to be executed in its name by its undersigned _____ thereunto duly authorized on this _____ day of _____, 2020.

ATTEST: COMCAST CABLE COMMUNICATIONS, LLC

By: _____
Its: _____

{ERZ2234031.DOCX;4/13140.000005/ }