



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, October 13, 2020 – 7:00 p.m.

Join Zoom Meeting:

<https://us02web.zoom.us/j/88111922079>

or call in at 1 253 215 8782

Meeting ID: 881 1192 2079

CALL TO ORDER		Mayor
RECESS TO EXECUTIVE SESSION	Closed/Confidential Session of the Council to discuss Property Acquisition per RCW 42.30.110.1.(b).	Mayor/ Council
RECONVENE TO REGULAR SESSION		Mayor
PLEDGE OF ALLEGIANCE		Mayor
ROLL CALL		City Clerk
APPROVAL OF AGENDA		Council President
GUEST BUSINESS	A Snohomish Health District Presentation - Supporting and Fostering Healthy, Thriving Communities	Heather Thomas, Public & Government Affairs Manager
CITIZEN COMMENTS		Mayor
COUNCIL BUSINESS		Council President
MAYOR'S BUSINESS		Mayor
CITY DEPARTMENT REPORT	Update	Gene
CONSENT AGENDA	B Vouchers	Barb

Lake Stevens City Council Regular Meeting Agenda

October 13, 2020

	C	City Council Workshop Meeting Minutes of September 15, 2020	Kelly
	D	City Council Regular Meeting Minutes of September 22, 2020	Kelly
	E	City Council Retreat Meeting Minutes of September 25, 2020	Kelly
	F	Project # 18008: 20th St SE Phase II – Segment I – Award of Contract to SRV	Grace
	G	Washington State Traffic Safety Interagency Agreement	Chief
	H	Ordinance 1097 - Comcast Cable Franchise	Troy
PUBLIC HEARING:	I	Machias Annexation	Russ
ACTION ITEMS:	J	Letter Supporting Adoption of a 0.1% Sales Tax for Affordable Housing	Anji
	K	Cares Act Money Distribution Plan	Mayor
DISCUSSION ITEMS:	L	2021 Preliminary Budget	Barb/Josh

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.

Supporting & Fostering Healthy, Thriving Communities

City of Lake Stevens Presentation
Heather Thomas, Public & Government Affairs Manager
Snohomish Health District

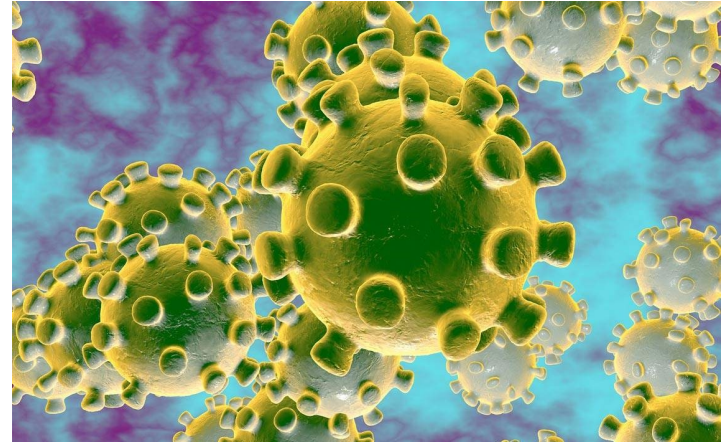


October 13, 2020

COVID-19 RESPONSE

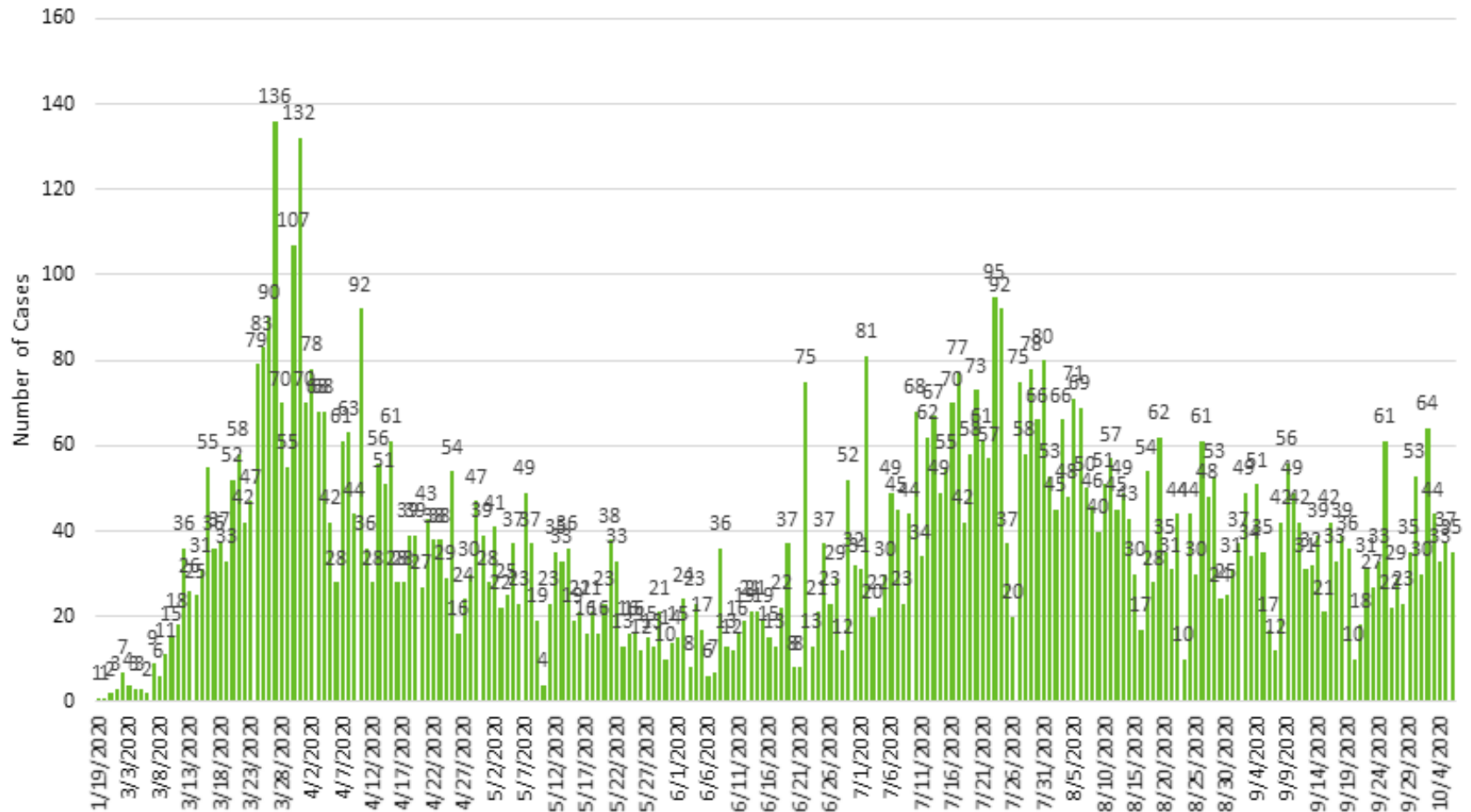
Novel Coronavirus (COVID-19)

- Situation continues to evolve, with guidance and information shifting accordingly.
- Encourage following www.snohd.org/covid and social medial channels (Facebook, Twitter and Instagram) for latest information.



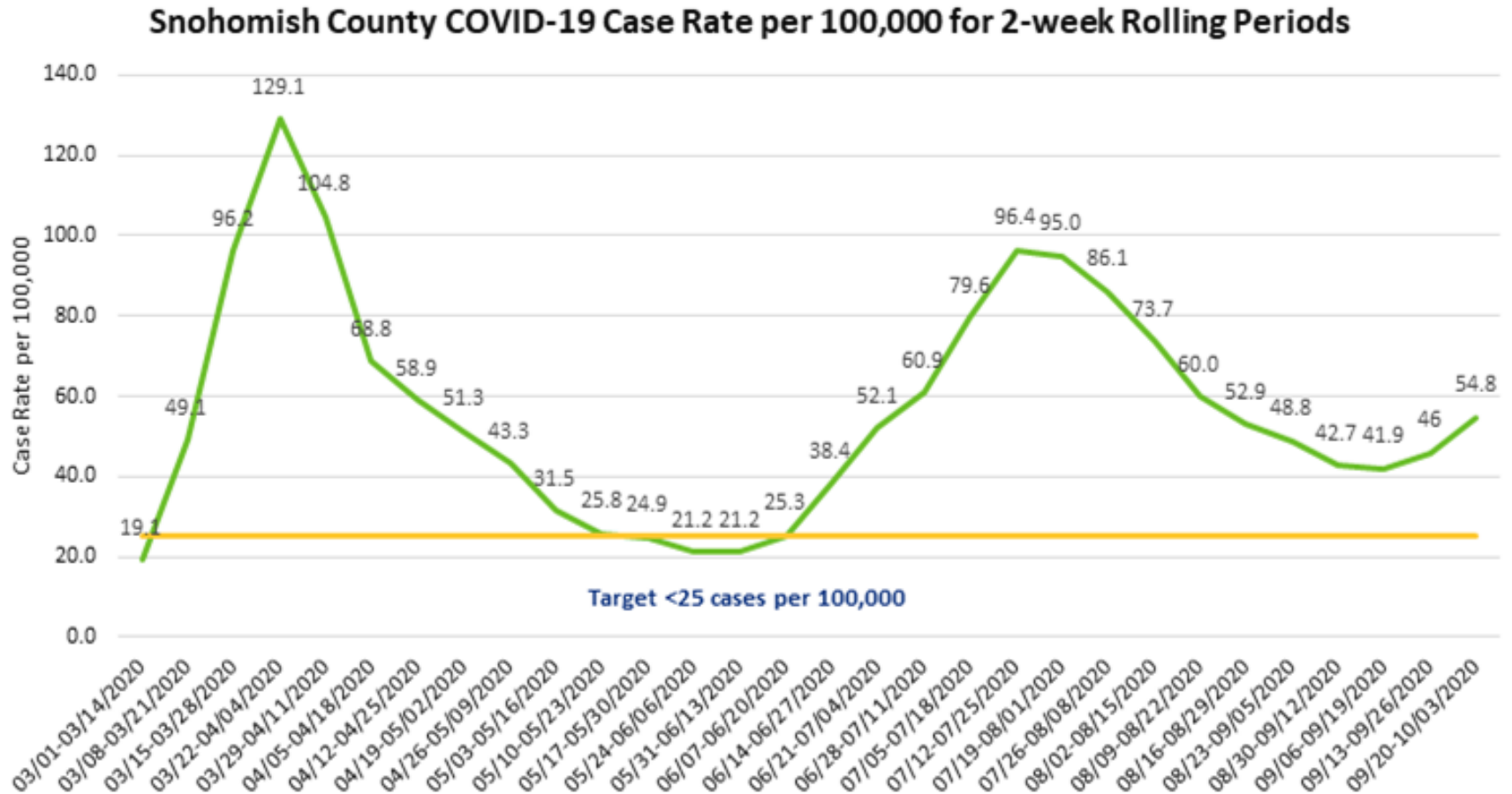
COVID-19 Cases

Number of Reported COVID-19 Cases in Snohomish County by Date



As of October 6, 2020

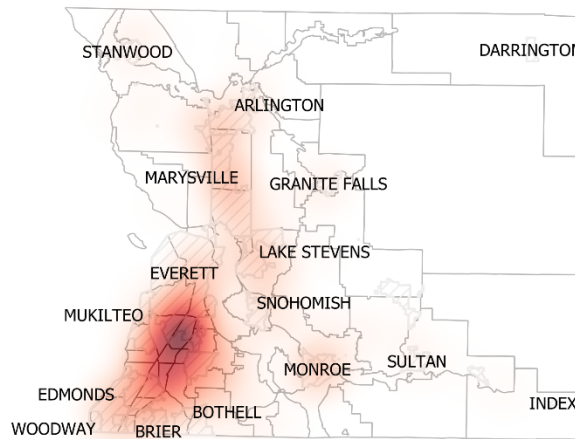
Rolling 2-week Case Rate



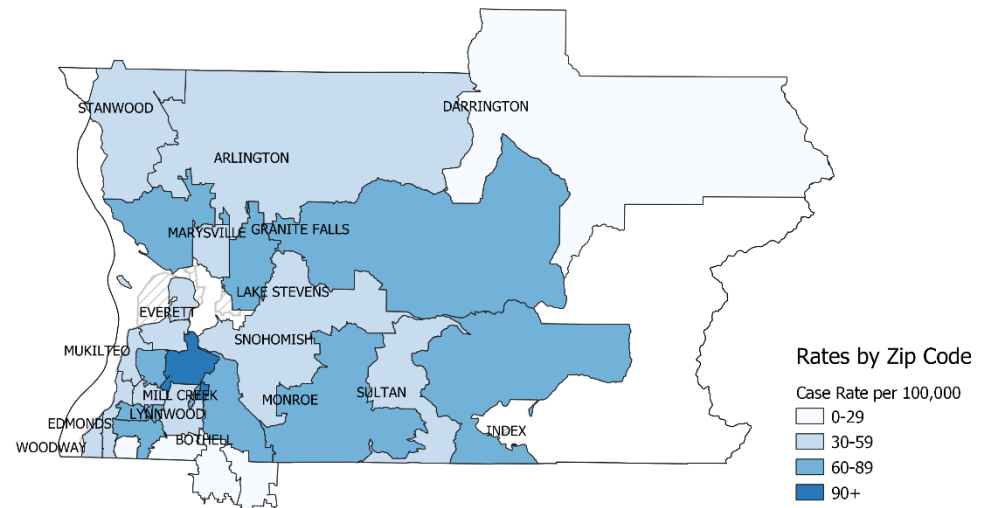
As of October 5, 2020

New Maps Available Bi-Weekly

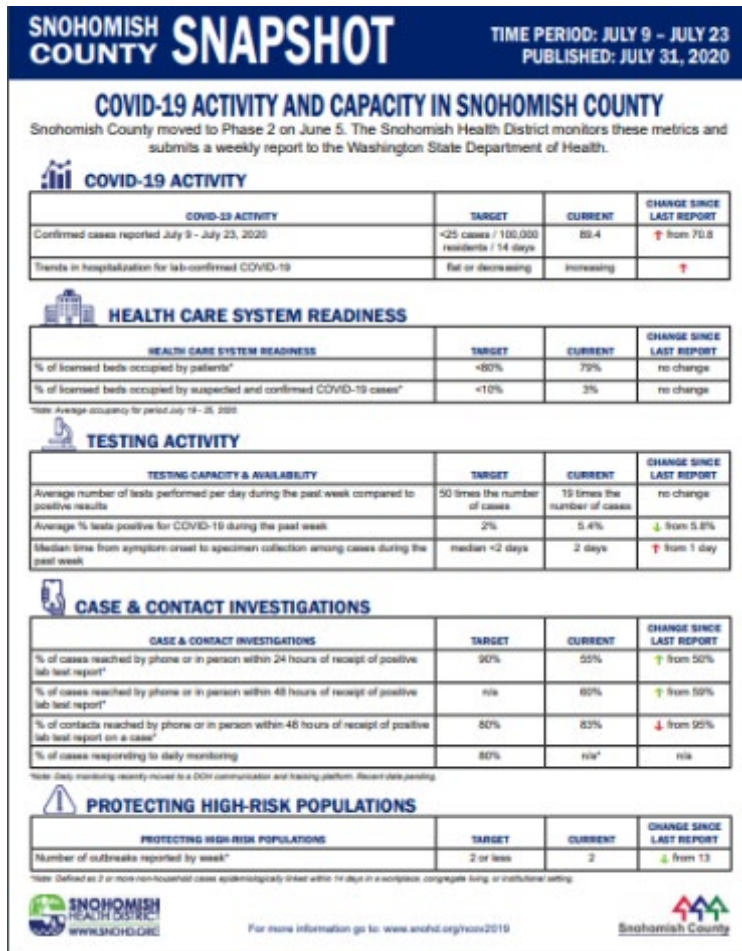
Snohomish County COVID-19 Case Distribution Heat Map,
September 13 - September 26, 2020



Snohomish County COVID-19 Case Rates By Zip Code,
September 13 – September 26, 2020



Snapshot & Weekly Reports



Key Priorities

- ✓ Testing capacity
- ✓ Case investigations & contact tracing
- ✓ Long-term care facilities, first responders, schools, child cares and employer notifications
- ✓ PPE availability and healthcare capacity
- ✓ COVID vaccine planning
- ✓ Ongoing communications
 - ✓ Translated materials & expanding outreach

In Our COMMUNITIES

Day-to-Day Work Continues



4,500+

Inspections on
restaurants,
grocery stores,
espresso stands,
caterers and
mobile food
vehicles



1,000+

Complaints
addressed (food,
pools, septic and
solid waste)



~500

Permits for pools
and spas that we
routinely inspect



200+

Public and
private schools
with kitchen
permits and
required safety
inspections

Resources for Local Businesses



Outreach While Social Distancing



Working to develop more curriculum and toolkits that schools, child cares and community groups can use remotely



Exploring ways to engage with the community on important health topics & needs virtually

**Moving
FORWARD**

Continuing Essential Work

- ✓ Issuing birth and death certificates
- ✓ Tracking and responding to other communicable diseases like tuberculosis, whooping cough & STDs.
- ✓ Supporting children's health needs
- ✓ Inspecting food establishments, pools & spas, etc.
- ✓ Reviewing permit applications
- ✓ Providing refugee health screenings
- ✓ Responding to complaints and violations

Implementing Our Strategic Plan

Mission

Spearhead efforts to protect, promote and advance the collective health of our community.

Goals

- Reduce the rate of communicable disease and other notifiable conditions
- Prevent or reduce chronic diseases and injuries
- Provide high-quality environmental health services
- Improve maternal, child, and family health outcomes
- Provide legally required vital records
- Address ongoing, critical public health issues
- Support increased access to medical, oral, and mental health care
- Build a more sustainable organization



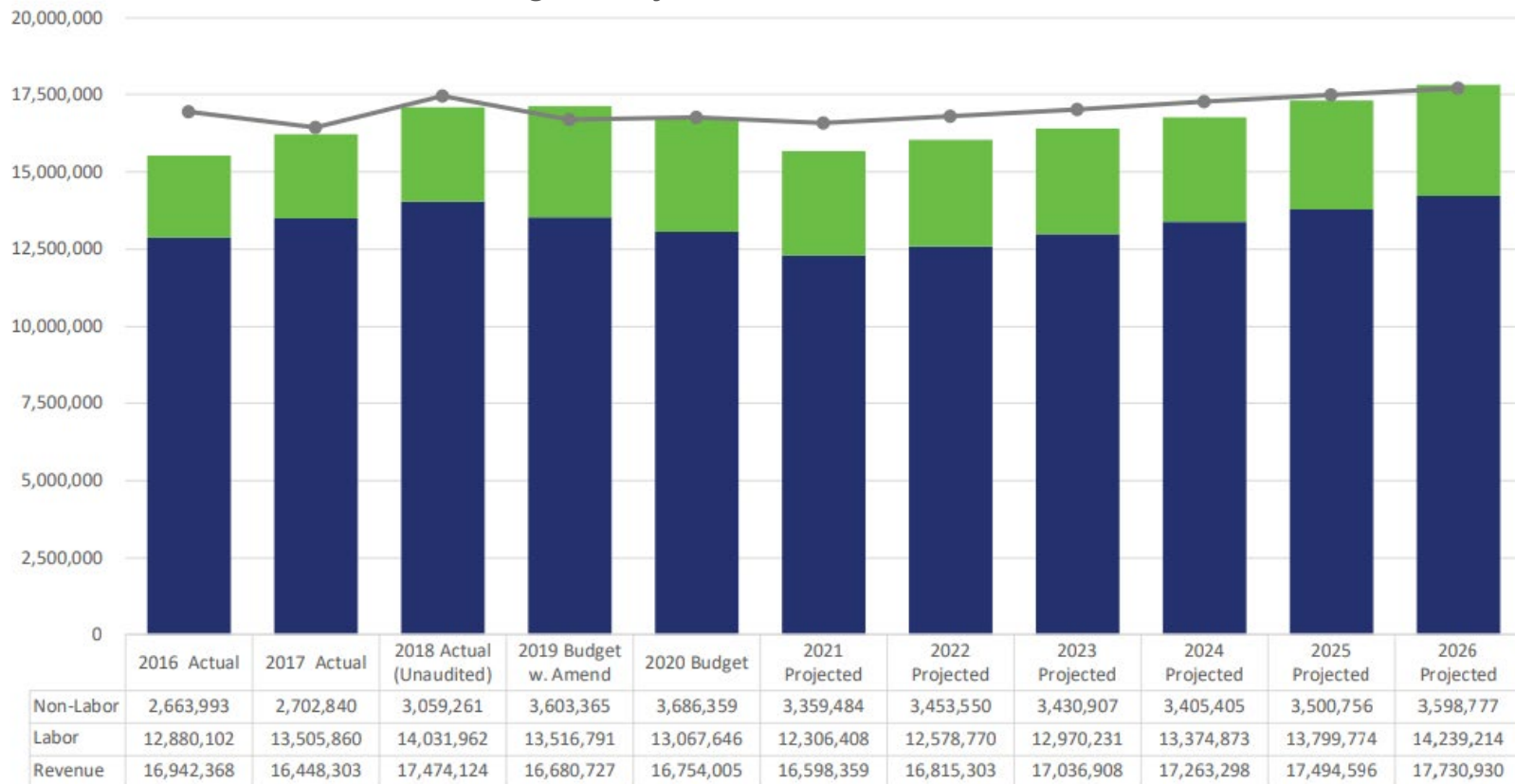
SNOHOMISH
HEALTH DISTRICT
WWW.SNOHD.ORG

2020 Strategic Plan

Monitoring Budgets & Projections

- 2020 budget was balanced, with \$16.75 million in revenues/expenditures.
- Current budget includes 113 full-time equivalent positions.

Budget Projection, 2021-2026



Per Capita Contributions

- Naloxone purchase & coordination for cities
- Support general fund activities not covered by other funding:
 - Data & Reports
 - Community Health Assessment & Improvement Plans
 - Healthy Communities
 - Suicide Prevention
 - Safe Routes to School/Complete Streets
 - Healthy Housing
 - Health Fairs & Community Events
 - Child Care Health Outreach

Public Health Foundation

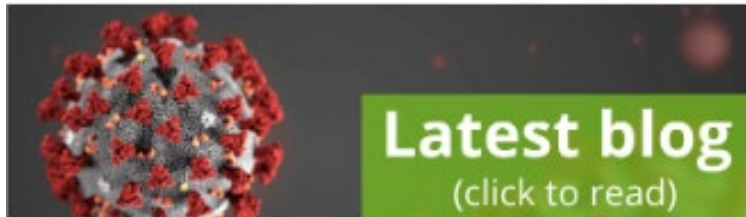


- Working over the last year to research feasibility & models
- Ad hoc committee met since April to provide recommendations to Board of Health.
- Now recruiting foundation board members.

Purpose: To provide support for priorities identified in community health assessments, community health improvement plans, and/or emerging public health issues in Snohomish County.

Stay in touch

Blog & Newsletters



Sign up for our blog, newsletters, alerts and more at www.snohd.org/NotifyMe

Social Media



Follow us on Facebook, Twitter, YouTube, and Instagram

Thank you

contact information

For more info, please contact:

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Heather Thomas, MPA, MA

Public & Government Affairs Manager

425.339.8688

HThomas@snohd.org

**BLANKET VOUCHER APPROVAL
2020**

Payroll Direct Deposits	09/25/2020 & 10/10/2020	\$487,186.05
Payroll Checks	51343-51346, 51351-51353	\$9,005.90
Electronic Funds Transfers	ACH	\$160,728.30
Claims	51347-51350, 51354-51485	\$2,868,924.65
Void Checks	50294, 51185	(\$475.95)
Total Vouchers Approved:		\$3,525,368.95

This 13th day of October 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

October 13th, 2020



City Expenditures by Type on this voucher packet

Personnel Costs	\$	496,192	14%
Payroll Federal Taxes	\$	89,113	3%
Retirement Benefits - Employer	\$	62,327	2%
Other Employer paid Benefits	\$	1,101	0%
Employee paid benefits - By Payroll	\$	11,466	0%
Supplies	\$	65,947	2%
Professional Services	\$	396,395	11%
Capital *	\$	2,402,498	68%
Debt Payments	\$	805	0%
Void Check	\$	(476)	0.0%
Total	\$	3,525,369	100%

Large Purchases

- * 20th Street SE Phase II - Segment 1 Project - \$1,152,174
- * Police Station/Evidence Facility Project -\$550,857
- * Hartford Decant Facility Project - \$268,124
- * North Cove Phase II Project - \$125,528



Total for Period
\$3,029,652.95

Checks to be approved for period 09/17/2020 - 10/07/2020

Vendor: Ace Hardware
Check Number: 51354

Invoice No	Check Date	Account Number	Account Name	Description	Amount
67477	10/7/2020	001 010 576 80 31 00	PK-Operating Costs	Washer Reducer/Cable Connector/Wire	\$50.86
67767	10/7/2020	001 006 518 80 31 00	IT-Office Supplies	USB Cable	\$18.52
67825	10/7/2020	001 006 518 80 31 00	IT-Office Supplies	Audio Splitter/Audio Cable	\$13.88
					\$83.26

Vendor: Active Excavator Rentals Inc
Check Number: 51355

Invoice No	Check Date	Account Number	Account Name	Description	Amount
10640	10/7/2020	001 010 576 80 45 00	PK-Equipment Rental	Hyundai 960 Loader Rental	\$1,302.50
					\$1,302.50

Vendor: All Battery Sales and Service
Check Number: 51356

Invoice No	Check Date	Account Number	Account Name	Description	Amount
300-10077373	10/7/2020	410 016 531 10 31 02	SW-Operating Costs	Mini Auto Lamp	\$7.46
					\$7.46

Vendor: Amazon Capital Services
Check Number: 51357

Invoice No	Check Date	Account Number	Account Name	Description	Amount
11C4-TL9T-FQR6	10/7/2020	001 008 521 20 31 00	LE-Office Supplies	Surface Pro Charger	\$60.36
1336-DGP4-PX13	10/7/2020	001 008 521 20 31 01	LE-Fixed Minor Equipment	Light Weight Glove Liners	\$41.44
133Q-J7H3-1JNJ	10/7/2020	002 013 518 20 30 00	CV - Supplies	CV - Disposable Face Masks	\$66.88
1CR3-LL3J-C1KH	10/7/2020	001 008 521 20 31 00	LE-Office Supplies	Banker Boxes	\$62.22
1GYK-4HPM-6K9J	10/7/2020	001 008 521 20 31 00	LE-Office Supplies	Presumptive Blood Test Kit	\$36.22
1J4H-W79C-DM7V	10/7/2020	306 000 594 21 60 00	Police Dept Project Account	Painters Tape	\$28.28
1P3T-NDTL-YWV7	10/7/2020	306 000 594 21 60 00	Police Dept Project Account	Port Replicators/Protection Plan	\$705.56
1PQ1-7F34-LQXF	10/7/2020	001 008 521 20 31 00	LE-Office Supplies	Igloo Water Jug with Cup Dispenser	\$55.38
1QJG-JMWQ-61G1	10/7/2020	306 000 594 21 60 00	Police Dept Project Account	Audio Adapter	\$95.84
1TRK-FP7K-DQV1	10/7/2020	001 008 521 20 31 00	LE-Office Supplies	USB 3 Hub	\$28.31
1WQT-HJLL-YPL7	10/7/2020	001 008 521 20 31 02	LE-Minor Equipment	Earphone Connection Radio Earpiece/Microphone	\$216.90
1Y74-1N9V-VPM7	10/7/2020	001 008 521 20 48 00	LE-Repair & Maintenance Equip	Truck Cover	\$83.89
					\$1,481.28

Vendor: Amazon Capital Services
Check Number: 51358

Invoice No	Check Date	Account Number	Account Name	Description	Amount
14J4-QG7K-FFFM	10/7/2020	001 013 518 20 31 00	GG-Operating Costs	Forks for Breakroom	\$13.61
14J4-QG7K-FFFM	10/7/2020	002 013 594 18 60 01	CV - Capital Purchases	CV - Wireless Keyboard/Mouse Combo	\$53.40
19NF-PCXW-Q3N1	10/7/2020	410 016 531 10 31 01	SW-Office Supplies	Wireless Keyboard & Mouse/Beaver Trap	\$150.85
1JR7-YG3T-PP3K	10/7/2020	001 007 558 50 31 02	PL-Permit Related Op. Costs	Surface Pro Hub Docking Station	\$31.59
1LLG-KD39-41RN	10/7/2020	002 013 594 18 60 01	CV - Capital Purchases	CV - Monitor/HDMI Cable	\$134.30
1MLY-QJN9-PC9W	10/7/2020	001 003 514 20 31 00	CC-Office Supply	Mouse Pad/Memory Foam Seat Cushion	\$43.54
1MLY-QJN9-PC9W	10/7/2020	001 007 571 00 30 00	PL-Park & Recreation	Sign Holders	\$30.51
1Y4M-7MX1-619V	10/7/2020	001 012 557 30 40 01	CS- VIC Utilities	CV - Monitor for Telecommuting/Desk Tray - Crim	\$157.99
					\$615.79

Vendor: Barrett
Check Number: 51359

Invoice No	Check Date	Account Number	Account Name	Description	Amount
2187	10/7/2020	001 010 576 80 41 00	PK-Professional Services	Debris Removal PW Yard	\$5,719.16
2187	10/7/2020	101 016 542 30 41 02	ST-Professional Service	Debris Removal PW Yard	\$5,719.17
2187	10/7/2020	410 016 531 10 41 01	SW-Professional Services	Debris Removal PW Yard	\$5,719.17
2221	10/7/2020	410 016 531 10 41 03	SW-Street Cleaning	Sweepings Dump from Decant	\$12,600.00
2241	10/7/2020	101 016 542 30 41 02	ST-Professional Service	Asphalt Removal - PW Yard	\$2,790.00
2351	10/7/2020	310 016 544 40 41 00	20th St SE - Professional Srv	Debris Removal - 91st St Demo	\$6,300.00
					\$38,847.50

Vendor: Bickford Motors Inc
Check Number: 51360

Invoice No	Check Date	Account Number	Account Name	Description	Amount
891393	10/7/2020	410 016 531 10 31 02	SW-Operating Costs	Instrument Cluster Install PW3	\$291.80
					\$291.80

Vendor: Bills Blueprint Inc
Check Number: 51361

Invoice No	Check Date	Account Number	Account Name	Description	Amount
615139	10/7/2020	302 010 594 76 61 01	PM - North Cove Capital	North Cove Phase II Copies PW Project 19012	\$536.39
					\$536.39

Vendor: Bio Clean Inc
Check Number: 51362

Invoice No	Check Date	Account Number	Account Name	Description	Amount
11473	10/7/2020	001 008 521 20 41 01	LE-Professional Serv-Fixed	Decontamination of Bio Hazardous Material Interview Room 1	\$354.26
					\$354.26

Vendor: Bryant
Check Number: 51363

Invoice No	Check Date	Account Number	Account Name	Description	Amount
092720 BRYANT	10/7/2020	001 008 521 20 43 00	LE-Travel & Per Diem	PerDiem - Meals Drug Interdiction Spokane - Bryant	\$150.00
					\$150.00

Vendor: Cadman Inc
Check Number: 51364

Invoice No	Check Date	Account Number	Account Name	Description	Amount
5711580	10/7/2020	410 016 531 10 31 02	SW-Operating Costs	Street Sweepings Disposal	\$1,577.28
					\$1,577.28

Vendor: Canon Financial Services Inc
Check Number: 51365

Invoice No	Check Date	Account Number	Account Name	Description	Amount
21893230	10/7/2020	001 013 518 20 48 00	GG-Repair & Maintenance	Copier Repair & Maintenance CH	\$285.26
21915445	10/7/2020	101 016 542 30 48 00	ST-Repair & Maintenance	Copier Repair & Maintenance PW	\$17.08
21915445	10/7/2020	410 016 531 10 48 00	SW-Repairs & Maintenance	Copier Repair & Maintenance PW	\$17.08
					\$319.42

Vendor: Caracal Enterprises LLC
Check Number: 51366

Invoice No	Check Date	Account Number	Account Name	Description	Amount
123252	10/7/2020	001 010 576 80 31 10	PK - Boat Launch Expenses	Additional User Annual Fee Davies Beach Fee Machine	\$122.03
					\$122.03

Vendor: Carriage Rebuild Inc
Check Number: 51367

Invoice No	Check Date	Account Number	Account Name	Description	Amount
Estimate 8207	10/7/2020	001 013 518 20 48 00	GG-Repair & Maintenance	Repair PW49 - 2016 Ford Transit XLT	\$7,371.29

\$7,371.29

Vendor: CDK Construction Services Inc
Check Number: 51368

Invoice No	Check Date	Account Number	Account Name	Description	Amount
PROGRESS 7 CDK	10/7/2020	306 000 382 20 00 00	PD Retainage	Retainage Police Station/Evidence Facility Project 18035	(\$25,268.65)
PROGRESS 7 CDK	10/7/2020	306 000 594 21 60 00	Police Dept Project Account	Police Station/Evidence Facility Project 18035	\$550,856.57

\$525,587.92

Vendor: CDW Government Inc
Check Number: 51369

Invoice No	Check Date	Account Number	Account Name	Description	Amount
1040203	10/7/2020	002 013 594 18 60 01	CV - Capital Purchases	CV - Thinkpad/sleeve/USB-C Dock/HDMI Converter	\$2,800.13
1137242	10/7/2020	306 000 594 21 60 00	Police Dept Project Account	APC LS Data Center/Service	\$32,514.60
1188529	10/7/2020	510 006 594 18 64 00	Capital - Purch Computer Equip	CISCO Network Upgrade	\$4,578.00
1344939	10/7/2020	520 008 594 21 63 00	Vehicles - Capital Equip	Docking Station PS-17-71 / A-20-92	\$62.95
1461189	10/7/2020	306 000 594 21 60 00	Police Dept Project Account	HDMI Converter	\$282.72
1522128	10/7/2020	520 008 594 21 63 00	Vehicles - Capital Equip	Panasonic Toughbook	\$3,324.50
1542480	10/7/2020	001 006 518 80 31 00	IT-Office Supplies	HDMI Cable w/Ethernet	\$30.49
1683168	10/7/2020	002 013 594 18 60 01	CV - Capital Purchases	Dell Dock/Keyboard/Cases/Pen	\$2,442.53
1881175	10/7/2020	510 006 518 80 49 35	LR - AutoDesk Civil 3D	AutoCAD Civil 3D Subscription Renewal	\$4,757.74

\$50,793.66

Vendor: Cellebrite Inc
Check Number: 51370

Invoice No	Check Date	Account Number	Account Name	Description	Amount
INVUS218792	10/7/2020	001 008 521 20 41 01	LE-Professional Serv-Fixed	Investigations Software Renewal	\$4,033.00

\$4,033.00

Vendor: Central Welding Supply Co Inc
Check Number: 51371

Invoice No	Check Date	Account Number	Account Name	Description	Amount
EV284464	10/7/2020	101 016 544 90 31 02	ST-Operating Cost	Hinges/Pliers/Lens	\$132.74
EV284464	10/7/2020	410 016 531 10 31 02	SW-Operating Costs	Hinges/Pliers/Lens	\$132.75
EV284503	10/7/2020	410 016 531 10 31 02	SW-Operating Costs	Propane/Clamps/Centrashield/Pliers	\$494.22
RN09200959	10/7/2020	410 016 531 10 31 02	SW-Operating Costs	Argon Gas/Propane	\$33.21

\$792.92

Vendor: City of Everett
Check Number: 51372

Invoice No	Check Date	Account Number	Account Name	Description	Amount
I20004858	10/7/2020	410 016 531 10 31 02	SW-Operating Costs	Fecal Coliform Analysis	\$132.00
I20004926	10/7/2020	001 008 554 30 41 00	LE - Animal Control	Animal Control Services Aug 2020	\$2,870.00

\$3,002.00

Vendor: City of Everett Utility Services
Check Number: 51373

Invoice No	Check Date	Account Number	Account Name	Description	Amount
010352 0920	10/7/2020	101 016 543 50 47 00	ST-Utilities	Water Service 9105 21st St SE	\$31.87

\$31.87

Vendor: City of Marysville
Check Number: 51374

Invoice No	Check Date	Account Number	Account Name	Description	Amount
LKS20-15	10/7/2020	001 013 512 50 41 00	GG-Municipal Court Fees	Marysville Court Citations Aug 2020	\$13,457.09

\$13,457.09

Vendor: Comdata Inc
Check Number: 51375

Invoice No	Check Date	Account Number	Account Name	Description	Amount
20338122	10/7/2020	001 008 521 20 32 00	LE-Fuel	PD Fuel	\$316.64
					\$316.64

Vendor: Crystal Springs
Check Number: 51376

Invoice No	Check Date	Account Number	Account Name	Description	Amount
16015194 091220	10/7/2020	001 008 521 50 30 00	LE-Facilities Supplies	Bottled Water - Police Department	\$102.04
					\$102.04

Vendor: Cuz Concrete Products Inc
Check Number: 51377

Invoice No	Check Date	Account Number	Account Name	Description	Amount
272930	10/7/2020	411 016 594 31 60 04	Callow Road Drainage	Manhole Cone/Drain Cover/Gasket/Debri Cone Galv Rd Bar	\$3,648.72
273160	10/7/2020	411 016 594 31 60 04	Callow Road Drainage	Concrete Base 48x4	\$1,115.17
273294	10/7/2020	411 016 594 31 60 04	Callow Road Drainage	Debri Cage/Trach Rack	\$2,813.56
					\$7,577.45

Vendor: Dataquest LLC
Check Number: 51378

Invoice No	Check Date	Account Number	Account Name	Description	Amount
13031	10/7/2020	001 013 518 20 41 00	GG-Professional Service	Background Checks - Salary Comm Members	\$167.54
					\$167.54

Vendor: David Evans and Associates Inc
Check Number: 51379

Invoice No	Check Date	Account Number	Account Name	Description	Amount
473461	10/7/2020	001 007 558 50 31 02	PL-Permit Related Op. Costs	Review SE ILA Annexation Legal Descriptions	\$501.02
					\$501.02

Vendor: Davido Consulting Group Inc
Check Number: 51380

Invoice No	Check Date	Account Number	Account Name	Description	Amount
0031397	10/7/2020	410 016 594 31 60 01	SW - Capital Expenditure	Outlet Strategic Planning Engineering Services	\$1,109.00
					\$1,109.00

Vendor: Dept of Licensing
Check Number: 0

Invoice No	Check Date	Account Number	Account Name	Description	Amount
4121-4242	10/7/2020	633 000 589 30 00 05	Gun Permit - State Remittance	Weapons Permits	\$2,049.00
					\$2,049.00

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

Invoice No	Check Date	Account Number	Account Name	Description	Amount
092520	9/29/2020	001 000 282 00 00 00	Payroll Liability Retirement	Employee Portion-State Deferre	\$2,365.00
					\$2,365.00

Vendor: Dept of Retirement PERS LEOFF
Check Number: 0

Invoice No	Check Date	Account Number	Account Name	Description	Amount
092520	9/29/2020	001 000 282 00 00 00	Payroll Liability Retirement	PERS LEOFF Contributions	\$62,318.56
092520S	9/29/2020	001 000 282 00 00 00	Payroll Liability Retirement	PERS LEOFF State Contributions	\$8.69
					\$62,327.25

Vendor: Dept of Revenue EFT

Check Number: 0

Invoice No	Check Date	Account Number	Account Name	Description	Amount
082020	9/29/2020	001 013 518 90 49 06	GG-Excise Tax	Excise Taxes August 2020	\$15.76
					\$15.76

Vendor: Dicks Towing Inc

Check Number: 51381

Invoice No	Check Date	Account Number	Account Name	Description	Amount
197519	10/7/2020	001 008 521 20 41 00	LE-Professional Services	Evidence Towing 2020-16152	\$126.27
727286	10/7/2020	001 008 521 20 31 01	LE-Fixed Minor Equipment	Towing Scrap Vehicle for Range Training	\$115.29
727287	10/7/2020	001 008 521 20 31 01	LE-Fixed Minor Equipment	Towing Scrap Vehicle for Range Training	\$115.29
727288	10/7/2020	001 008 521 20 31 01	LE-Fixed Minor Equipment	Towing Scrap Vehicle for Range Training	\$115.29
727921	10/7/2020	001 008 521 20 41 00	LE-Professional Services	Evidence Towing 20-18398	\$126.27
E191953	10/7/2020	001 008 521 20 31 01	LE-Fixed Minor Equipment	Towing Scrap Vehicle for Range Training	\$115.29
E191954	10/7/2020	001 008 521 20 31 01	LE-Fixed Minor Equipment	Towing Scrap Vehicle for Range Training	\$115.29
E197194	10/7/2020	001 008 521 20 41 00	LE-Professional Services	Evidence Towing 2020-18389	\$126.27
E197801	10/7/2020	001 008 521 20 31 01	LE-Fixed Minor Equipment	Towing Scrap Vehicle for Range Training	\$115.29
E198723	10/7/2020	001 008 521 20 41 00	LE-Professional Services	Evidence Towing 2020-18052	\$126.27
SNO4133	10/7/2020	001 008 521 20 41 00	LE-Professional Services	Evidence Towing 20-18830	\$126.27
					\$1,323.09

Vendor: Dreher

Check Number: 51382

Invoice No	Check Date	Account Number	Account Name	Description	Amount
092420 DREHER	10/7/2020	002 013 594 18 60 01	CV - Capital Purchases	CV - Reimburse HDMI Cables for Home Office - LeBlanc	\$19.60
					\$19.60

Vendor: Dunlap Industrial Hardware

Check Number: 51383

Invoice No	Check Date	Account Number	Account Name	Description	Amount
325194-1	10/7/2020	410 016 531 10 31 02	SW-Operating Costs	Hose	\$60.96
					\$60.96

Vendor: EFTPS

Check Number: 0

Invoice No	Check Date	Account Number	Account Name	Description	Amount
092520	9/29/2020	001 000 281 00 00 00	Payroll Liability Taxes	Federal Payroll Taxes	\$89,112.79
					\$89,112.79

Vendor: Electronic Business Machines

Check Number: 51384

Invoice No	Check Date	Account Number	Account Name	Description	Amount
AR174541	10/7/2020	001 007 558 50 48 00	PL-Repairs & Maint.	Copier Repair & Maintenance PL	\$125.04
AR174541	10/7/2020	001 007 559 30 48 00	PB-Repair & Maintenance	Copier Repair & Maintenance PB	\$125.05
AR174541	10/7/2020	101 016 542 30 48 00	ST-Repair & Maintenance	Copier Repair & Maintenance PW	\$125.05
AR174541	10/7/2020	410 016 531 10 48 00	SW-Repairs & Maintenance	Copier Repair & Maintenance PW	\$125.04
AR174899	10/7/2020	001 008 521 20 48 00	LE-Repair & Maintenance Equip	Copier Repair & Maintenance PD	\$107.19
AR175083	10/7/2020	001 013 518 20 48 00	GG-Repair & Maintenance	Copier Repair & Maintenance CH	\$586.54
					\$1,193.91

Vendor: Evergreen Concrete Cutting Inc

Check Number: 51385

Invoice No	Check Date	Account Number	Account Name	Description	Amount
209365	10/7/2020	411 016 594 31 60 04	Callow Road Drainage	Asphalt Cutting Callow Road	\$599.50
					\$599.50

Vendor: Feldman and Lee

Check Number: 51386

Invoice No	Check Date	Account Number	Account Name	Description	Amount
090120 FELDMAN	10/7/2020	001 011 515 91 41 00	LG-General Public Defender	Public Defender Services Sept 2020	\$10,000.00
					\$10,000.00

Vendor: Flower World Inc

Check Number: 51387

Invoice No	Check Date	Account Number	Account Name	Description	Amount
86326	10/7/2020	001 010 576 80 31 00	PK-Operating Costs	Flowers	\$86.15
86327	10/7/2020	001 010 576 80 31 00	PK-Operating Costs	Flowers	\$224.35
					\$310.50

Vendor: Gardner

Check Number: 51388

Invoice No	Check Date	Account Number	Account Name	Description	Amount
786	10/7/2020	520 008 594 21 63 00	Vehicles - Capital Equip	Install Stand and Dock PS-17-71	\$108.50
					\$108.50

Vendor: Garrison Creek Landscaping Inc

Check Number: 51389

Invoice No	Check Date	Account Number	Account Name	Description	Amount
15272	10/7/2020	304 010 594 76 60 02	Frontier Heights Pk Redevelop	Hydroseed - Frontier Heights	\$14,987.50
8099	10/7/2020	302 010 576 90 31 00	Tree Replacement Expenditures	Arborvitae Plants - S Lake Stevens Rd	\$8,583.75
					\$23,571.25

Vendor: Glens Welding & Machine Inc

Check Number: 51390

Invoice No	Check Date	Account Number	Account Name	Description	Amount
S14070	10/7/2020	001 010 576 80 31 00	PK-Operating Costs	Air Filters	\$19.06
S14076	10/7/2020	001 010 576 80 31 00	PK-Operating Costs	Spark Plugs/Filters/Cables	\$206.49
S14090	10/7/2020	001 010 576 80 31 00	PK-Operating Costs	Chainsaw	\$347.76
					\$573.31

Vendor: Global Med Industries LLC

Check Number: 51391

Invoice No	Check Date	Account Number	Account Name	Description	Amount
1773070	10/7/2020	001 008 521 20 31 02	LE-Minor Equipment	Heartstart OnSite AED	\$1,641.00
1773070	10/7/2020	001 008 521 20 31 04	LE-Donation Exp - Other	Heartstart OnSite AED	\$1,500.00
					\$3,141.00

Vendor: Grainger

Check Number: 51392

Invoice No	Check Date	Account Number	Account Name	Description	Amount
9663572304	10/7/2020	410 016 531 10 31 02	SW-Operating Costs	Disinfectant Cleaner	\$96.49
					\$96.49

Vendor: Granite Construction Supply

Check Number: 51393

Invoice No	Check Date	Account Number	Account Name	Description	Amount
82253	10/7/2020	410 016 531 10 31 00	SW-Clothing	Vests	\$164.15
					\$164.15

Vendor: Greenshields Industrial Supply Inc

Check Number: 51394

Invoice No	Check Date	Account Number	Account Name	Description	Amount
1-97149	10/7/2020	410 016 531 10 31 02	SW-Operating Costs	Oil Pump/Fuel Transfer Hose/Hydraulic Adapter	\$767.52
					\$767.52

Vendor: Griffen
Check Number: 51395

Invoice No	Check Date	Account Number	Account Name	Description	Amount
920148226	10/7/2020	001 011 515 91 41 00	LG-General Public Defender	Public Defender Services	\$300.00
920888938	10/7/2020	001 011 515 91 41 00	LG-General Public Defender	Public Defender Services	\$300.00
					\$600.00

Vendor: HB Jaeger Co LLC
Check Number: 51396

Invoice No	Check Date	Account Number	Account Name	Description	Amount
U2016044328	10/7/2020	411 016 594 31 60 04	Callow Road Drainage	Concentric Reducer/PVC Pipe	\$357.95
U2016044968	10/7/2020	411 016 594 31 60 04	Callow Road Drainage	Complete Repair Concrete Patch	\$1,439.81
U2016046777	10/7/2020	411 016 594 31 60 04	Callow Road Drainage	Watertight Solid Pipe	\$6,995.57
					\$8,793.33

Vendor: HCI Steel Buildings LLC
Check Number: 51397

Invoice No	Check Date	Account Number	Account Name	Description	Amount
103030	10/7/2020	001 008 521 21 31 00	LE-Boating Minor Equipment	Vertical A-Frame Covered Structure with Roof	\$1,447.02
					\$1,447.02

Vendor: HDR Engineering Inc
Check Number: 51398

Invoice No	Check Date	Account Number	Account Name	Description	Amount
1200294918	10/7/2020	304 016 595 60 60 05	Trestle/HOV Lane	Engineering Services - 20th Street BAT Lane Impr	\$13,587.74
					\$13,587.74

Vendor: Henley Leadership Group Inc
Check Number: 51399

Invoice No	Check Date	Account Number	Account Name	Description	Amount
1245748	10/7/2020	001 010 576 80 41 00	PK-Professional Services	Leadership Coaching - Kane	\$1,000.00
1245748	10/7/2020	101 016 542 30 41 02	ST-Professional Service	Leadership Coaching - Kane	\$1,000.00
1245748	10/7/2020	410 016 531 10 41 01	SW-Professional Services	Leadership Coaching - Kane	\$1,000.00
					\$3,000.00

Vendor: Hiester
Check Number: 51400

Invoice No	Check Date	Account Number	Account Name	Description	Amount
091620 HIESTER	10/7/2020	001 013 518 20 31 00	GG-Operating Costs	Reimburse - Lysol for CH Restrooms - Hiester	\$15.50
					\$15.50

Vendor: Highmark Capital LLC
Check Number: 51401

Invoice No	Check Date	Account Number	Account Name	Description	Amount
66726	10/7/2020	002 010 594 76 61 01	Park Acquisition	Mezzanine Carpet Final Pymt - The Mill	\$5,409.24
					\$5,409.24

Vendor: Home Depot
Check Number: 51402

Invoice No	Check Date	Account Number	Account Name	Description	Amount
1013176	10/7/2020	001 012 575 50 31 00	CS- Pavillion - Ops	Tempered Hardboard	\$14.33
2083992	10/7/2020	101 016 544 90 31 02	ST-Operating Cost	LED String Lights	\$218.27
5523094	10/7/2020	410 016 531 10 31 02	SW-Operating Costs	Stake Bundles	\$37.97
					\$270.57

Vendor: Honey Bucket

Check Number: 51403

Invoice No	Check Date	Account Number	Account Name	Description	Amount
0551691056	10/7/2020	001 010 576 80 45 00	PK-Equipment Rental	Honey Bucket Rental - Library Event	\$1,150.00
0551691057	10/7/2020	001 010 576 80 45 00	PK-Equipment Rental	Honey Bucket Rental - Davies Beach	\$142.50
0551715726	10/7/2020	001 010 576 80 45 00	PK-Equipment Rental	Honey Bucket Rental - Swim Beach	\$330.89
0551732900	10/7/2020	001 010 576 80 45 00	PK-Equipment Rental	Honey Bucket Rental - Davies Beach	\$142.50
0551743390	10/7/2020	001 010 576 80 45 00	PK-Equipment Rental	Honey Bucket Rental - Catherine Creek Park	\$156.75
					\$1,922.64

Vendor: HSA Bank

Check Number: 51347

Invoice No	Check Date	Account Number	Account Name	Description	Amount
092520	9/29/2020	001 000 284 00 00 00	Payroll Liability Other	Health Savings Account Employee Contriubutions	\$456.24
					\$456.24

Vendor: Hunter

Check Number: 51404

Invoice No	Check Date	Account Number	Account Name	Description	Amount
2479	10/7/2020	001 007 558 50 41 04	Permit Related Professional Sr	Hearing Examiner Services Costco Appeal	\$6,275.50
					\$6,275.50

Vendor: HW Lochner Inc

Check Number: 51405

Invoice No	Check Date	Account Number	Account Name	Description	Amount
29	10/7/2020	301 016 544 40 41 02	17005 - 24th & 91st Ext Design	24th Street SE Extension Consulting	\$99,865.35
					\$99,865.35

Vendor: Industrial Bolt & Supply Inc

Check Number: 51406

Invoice No	Check Date	Account Number	Account Name	Description	Amount
737631-1	10/7/2020	411 016 594 31 60 04	Callow Road Drainage	Saw Blades/Cut Off Wheel/Eraser Wheel/Flap Disc	\$699.67
					\$699.67

Vendor: International Association of Chiefs of Police

Check Number: 51407

Invoice No	Check Date	Account Number	Account Name	Description	Amount
012070	10/7/2020	001 008 521 20 49 00	LE-Dues & Memberships	IACP Subscriber Dues Oct 2020 - Sept 2021	\$525.00
					\$525.00

Vendor: International Code Council Inc

Check Number: 51408

Invoice No	Check Date	Account Number	Account Name	Description	Amount
1001227357	10/7/2020	001 007 558 50 31 02	PL-Permit Related Op. Costs	IBC Manuals for Permit Review	\$2,351.61
					\$2,351.61

Vendor: Iron Mountain Quarry LLC

Check Number: 51409

Invoice No	Check Date	Account Number	Account Name	Description	Amount
0306617	10/7/2020	411 016 594 31 60 04	Callow Road Drainage	Rock	\$165.68
0306687	10/7/2020	411 016 594 31 60 04	Callow Road Drainage	Rock	\$215.11
0306794	10/7/2020	411 016 594 31 60 04	Callow Road Drainage	Rock	\$128.89
0307002	10/7/2020	411 016 594 31 60 04	Callow Road Drainage	Rock - Callow Road Drainage	\$75.34
0307057	10/7/2020	411 016 594 31 60 04	Callow Road Drainage	Rock/Dirt Dump Fees - Callow Road Drainage	\$962.74
0307206	10/7/2020	411 016 594 31 60 04	Callow Road Drainage	Rock - Callow Road Drainage	\$297.24
0307335	10/7/2020	411 016 594 31 60 04	Callow Road Drainage	Rock - Callow Road Drainage	\$120.50
					\$1,965.50

Vendor: J Thayer Company Inc

Check Number: 51410

Invoice No	Check Date	Account Number	Account Name	Description	Amount
1466115-0	10/7/2020	001 013 518 20 31 00	GG-Operating Costs	Toilet Paper	\$348.36
1473272-0	10/7/2020	001 013 518 20 31 00	GG-Operating Costs	Degreaser	\$387.82
1477613-0	10/7/2020	001 007 558 50 31 02	PL-Permit Related Op. Costs	Folders	\$32.83
1477613-0	10/7/2020	002 013 518 20 30 00	CV - Supplies	CV - Wristrest with Mousepad	\$20.64
1478560-0	10/7/2020	001 013 518 20 31 00	GG-Operating Costs	Clorox/Trash Bags/Toilet Paper/Floor Cleaner	\$254.31
1479116-0	10/7/2020	001 013 518 20 31 00	GG-Operating Costs	Paper/Pens/Markers	\$449.90
					\$1,493.86

Vendor: Jewell

Check Number: 51411

Invoice No	Check Date	Account Number	Account Name	Description	Amount
081820 JEWELL	10/7/2020	001 008 521 20 43 00	LE-Travel & Per Diem	PerDiem - Meals Patrol Tactics Marysville - Jewell	\$60.00
					\$60.00

Vendor: Kompan Inc

Check Number: 51412

Invoice No	Check Date	Account Number	Account Name	Description	Amount
INV101922	10/7/2020	304 010 594 76 60 02	Frontier Heights Pk Redevelop	Final Pymt Playground Equip - Frontier Heights Park	\$68,106.69
					\$68,106.69

Vendor: Kosnik Engineering

Check Number: 51413

Invoice No	Check Date	Account Number	Account Name	Description	Amount
1 SR9 CULVERT	10/7/2020	301 016 544 40 41 02	17005 - 24th & 91st Ext Design	S Lake Stevens Rd/SR9 Culvert Replacement Design	\$10,500.00
1 SR9 GATEWAY	10/7/2020	301 016 544 40 41 02	17005 - 24th & 91st Ext Design	SR9 Gateway Sign Design/Installation	\$1,500.00
					\$12,000.00

Vendor: Krazan & Associates Inc

Check Number: 51414

Invoice No	Check Date	Account Number	Account Name	Description	Amount
I617208-26402	10/7/2020	301 016 595 30 60 01	20th St SE Phase II Construct	Engineering Services - 20th St SE Phase II	\$8,725.00
					\$8,725.00

Vendor: Lake Industries LLC

Check Number: 51415

Invoice No	Check Date	Account Number	Account Name	Description	Amount
285650	10/7/2020	411 016 594 31 60 04	Callow Road Drainage	Pea Gravel	\$280.04
285686	10/7/2020	411 016 594 31 60 04	Callow Road Drainage	Pea Gravel - Callow Rd	\$146.37
285705	10/7/2020	411 016 594 31 60 04	Callow Road Drainage	Pea Gravel - Callow Rd	\$433.60
285723	10/7/2020	411 016 594 31 60 04	Callow Road Drainage	Pea Gravel - Callow Rd	\$782.09
285742	10/7/2020	411 016 594 31 60 04	Callow Road Drainage	Screened Fill Dirt - Callow Rd	\$154.30
285781	10/7/2020	411 016 594 31 60 04	Callow Road Drainage	Pea Gravel - Callow Rd	\$198.42
38888	10/7/2020	411 016 594 31 60 04	Callow Road Drainage	Fill Hauled In - Dry Material - Callow Rd	\$60.00
38893	10/7/2020	411 016 594 31 60 04	Callow Road Drainage	Fill Hauled In - Dry Material - Callow Rd	\$120.00
38897	10/7/2020	411 016 594 31 60 04	Callow Road Drainage	Fill Hauled In - Dry Material - Callow Rd	\$144.00
38905	10/7/2020	411 016 594 31 60 04	Callow Road Drainage	Fill Hauled In - Dry Material - Callow Rd	\$72.00
38916	10/7/2020	411 016 594 31 60 04	Callow Road Drainage	Fill Hauled In - Dry Material - Callow Rd	\$72.00
38936	10/7/2020	411 016 594 31 60 04	Callow Road Drainage	Fill Hauled In - Dry Material - Callow Rd	\$216.00
38945	10/7/2020	411 016 594 31 60 04	Callow Road Drainage	Fill Hauled In - Dry Material - Callow Rd	\$180.00
					\$2,858.82

Vendor: Lake Stevens Chamber of Commerce

Check Number: 51416

Invoice No	Check Date	Account Number	Account Name	Description	Amount
100120 CHAMBER	10/7/2020	001 013 518 90 49 01	GG-Chamber of Commerce	Contributions for VIC Oct 2020	\$1,500.00
					\$1,500.00

Vendor: Lake Stevens Police Guild

Check Number: 51348

Invoice No	Check Date	Account Number	Account Name	Description	Amount
092520	9/29/2020	001 000 284 00 00 00	Payroll Liability Other	Employee Paid Union Dues	\$1,155.00
					\$1,155.00

Vendor: Lake Stevens School District

Check Number: 51417

Invoice No	Check Date	Account Number	Account Name	Description	Amount
0020210006	10/7/2020	001 008 521 20 32 00	LE-Fuel	Fuel PD Aug 2020	\$4,079.97
					\$4,079.97

Vendor: Lakeside Industries Inc

Check Number: 51418

Invoice No	Check Date	Account Number	Account Name	Description	Amount
135044	10/7/2020	101 016 544 90 31 02	ST-Operating Cost	Pallet of EZ Street Pot Hole Mix	\$933.04
					\$933.04

Vendor: Les Schwab Tire Center

Check Number: 51419

Invoice No	Check Date	Account Number	Account Name	Description	Amount
40200520834	10/7/2020	410 016 531 10 31 02	SW-Operating Costs	Tire Service Backhoe	\$119.89
40200521036	10/7/2020	001 010 576 80 31 00	PK-Operating Costs	Tire Service Kubota	\$176.36
					\$296.25

Vendor: LN Curtis & Sons

Check Number: 51420

Invoice No	Check Date	Account Number	Account Name	Description	Amount
CMPT123201	10/7/2020	001 008 521 20 31 01	LE-Fixed Minor Equipment	Credit Duplicate Pymts Invoices 324482/335307/336808	(\$163.95)
INV419800	10/7/2020	001 008 521 20 31 01	LE-Fixed Minor Equipment	Flexfit Hat	\$40.33
INV425471	10/7/2020	001 008 521 20 31 01	LE-Fixed Minor Equipment	Body Armor - Brooks C	\$1,268.99
					\$1,145.37

Vendor: Lowes Companies

Check Number: 51421

Invoice No	Check Date	Account Number	Account Name	Description	Amount
911381	10/7/2020	101 016 544 90 31 02	ST-Operating Cost	Screws/Pipe Cutters/Sink Tailpiece	\$25.15
911381	10/7/2020	410 016 531 10 31 02	SW-Operating Costs	Screws/Pipe Cutters/Sink Tailpiece	\$25.15
911382	10/7/2020	001 013 518 20 31 00	GG-Operating Costs	Speed Square/Faucet Supply Line/Poplar Board	\$88.77
911801	10/7/2020	001 012 575 50 31 00	CS- Pavillion - Ops	Wall Panel Moulding - The Mill	\$46.34
920523	10/7/2020	001 013 518 20 31 00	GG-Operating Costs	Sink Top Switch/Plumbers Putty	\$108.57
920818	10/7/2020	001 012 575 50 31 00	CS- Pavillion - Ops	Framing Nails/Trash Bags/Ext Stain & Sealer - Mill Light Pole	\$343.10
920888	10/7/2020	304 010 594 76 60 02	Frontier Heights Pk Redevelop	Framing Nails/Ext Stain& Sealer/Paint Sup - Frontier Light Poles	\$812.43
944679	10/7/2020	001 013 518 20 31 00	GG-Operating Costs	Tote/Wet/Dry Vac/PVC Supplies/Pliers	\$345.27
961310	10/7/2020	001 012 575 50 31 00	CS- Pavillion - Ops	Hemlock Fir Lumber - Fish at Mill	\$63.80
					\$1,858.58

Vendor: Marine Lumber Service Inc

Check Number: 51422

Invoice No	Check Date	Account Number	Account Name	Description	Amount
26785	10/7/2020	304 010 594 76 60 02	Frontier Heights Pk Redevelop	Pressure Treated Wood - Frontier Heights	\$9,615.37
					\$9,615.37

Vendor: McAvoy
Check Number: 51423

Invoice No	Check Date	Account Number	Account Name	Description	Amount
920915282	10/7/2020	001 011 515 91 41 00	LG-General Public Defender	Public Defender Services	\$300.00
					\$300.00

Vendor: Method Barricade & Construction Supply LLC
Check Number: 51424

Invoice No	Check Date	Account Number	Account Name	Description	Amount
13125	10/7/2020	101 016 542 64 31 00	ST-Traffic Control - Supply	Street Name Signs	\$4,169.25
13271	10/7/2020	001 010 576 80 31 00	PK-Operating Costs	Water Feature Signs/War Memorial Sign	\$218.00
13275	10/7/2020	101 016 542 64 31 00	ST-Traffic Control - Supply	Street Sign	\$196.20
14001	10/7/2020	001 010 576 80 31 00	PK-Operating Costs	Landscape Decals	\$218.00
					\$4,801.45

Vendor: Millerstoultime
Check Number: 51425

Invoice No	Check Date	Account Number	Account Name	Description	Amount
09012025228	10/7/2020	001 010 576 80 31 00	PK-Operating Costs	Socket Trays/Pliers/Scrappers	\$200.90
09012025228	10/7/2020	101 016 544 90 31 02	ST-Operating Cost	Socket Trays/Pliers/Scrappers	\$200.91
09012025228	10/7/2020	410 016 531 10 31 02	SW-Operating Costs	Socket Trays/Pliers/Scrappers	\$200.91
09152025715	10/7/2020	001 010 576 80 31 00	PK-Operating Costs	Socket Trays/Sockets	\$359.10
09152025715	10/7/2020	101 016 544 90 31 02	ST-Operating Cost	Socket Trays/Sockets	\$359.10
09152025715	10/7/2020	410 016 531 10 31 02	SW-Operating Costs	Socket Trays/Sockets	\$359.10
					\$1,680.02

Vendor: Nationwide Retirement Solution
Check Number: 0

Invoice No	Check Date	Account Number	Account Name	Description	Amount
092520	9/29/2020	001 000 282 00 00 00	Payroll Liability Retirement	Employee Portion-Nationwide	\$4,495.00
					\$4,495.00

Vendor: Nelson Distributing Inc
Check Number: 51426

Invoice No	Check Date	Account Number	Account Name	Description	Amount
0742355-IN	10/7/2020	001 010 576 80 32 00	PK-Fuel Costs	Fuel	\$2,319.59
0742355-IN	10/7/2020	101 016 542 30 32 00	ST-Fuel	Fuel	\$2,319.60
0742355-IN	10/7/2020	410 016 531 10 32 00	SW-Fuel	Fuel	\$2,319.60
					\$6,958.79

Vendor: Ness
Check Number: 51427

Invoice No	Check Date	Account Number	Account Name	Description	Amount
092920 NESS	10/7/2020	001 008 521 20 41 01	LE-Professional Serv-Fixed	Hearing Examiner Services	\$300.00
					\$300.00

Vendor: NMC Franchising LLC
Check Number: 51428

Invoice No	Check Date	Account Number	Account Name	Description	Amount
164260	10/7/2020	001 013 518 20 47 02	GG-Utilities for Rentals	Janitorial Services - 1819 S Lake Stevens Rd	\$225.00
					\$225.00

Vendor: Northwest Playground Equipment Inc
Check Number: 51429

Invoice No	Check Date	Account Number	Account Name	Description	Amount
47024	10/7/2020	001 010 576 80 31 00	PK-Operating Costs	Basketball Hoops Lundeen Park	\$4,192.39
					\$4,192.39

Vendor: O Reilly Auto Parts

Check Number: 51430

Invoice No	Check Date	Account Number	Account Name	Description	Amount
2960-215662	10/7/2020	410 016 531 10 31 02	SW-Operating Costs	Semi-Met Pad/Brake Rotor PW5	\$119.89
					\$119.89

Vendor: Office of The State Treasurer

Check Number: 51431

Invoice No	Check Date	Account Number	Account Name	Description	Amount
1020 STATE	10/7/2020	633 000 589 30 00 03	State Building Permit Remit	State Court Fees Sept 2020	\$586.50
1020 STATE	10/7/2020	633 000 589 30 00 04	State Court Remittance	State Court Fees Sept 2020	\$18,188.57
					\$18,775.07

Vendor: Ogden Murphy Wallace PLLC

Check Number: 51432

Invoice No	Check Date	Account Number	Account Name	Description	Amount
842689	10/7/2020	001 011 515 41 41 00	Ext Consultation - City Atty	Legal Services Aug 2020	\$33,864.60
842689	10/7/2020	001 011 515 41 41 01	Ext Consult - PRA	Legal Services Public Records Aug 2020	\$3,507.00
					\$37,371.60

Vendor: Pace Engineers Inc

Check Number: 51433

Invoice No	Check Date	Account Number	Account Name	Description	Amount
76686	10/7/2020	411 016 594 31 60 00	Decant Facility Project	Engineering Services Decant Facility	\$26,066.50
					\$26,066.50

Vendor: Performance Marine Inc

Check Number: 51434

Invoice No	Check Date	Account Number	Account Name	Description	Amount
20490	10/7/2020	001 008 521 21 48 00	LE-Boating Repair & Maint	Annual Service PT67	\$1,065.79
311731	10/7/2020	001 008 521 21 48 00	LE-Boating Repair & Maint	Annual Maintenance PT45	\$1,474.92
					\$2,540.71

Vendor: Pilchuck Equipment Rental and Sales

Check Number: 51435

Invoice No	Check Date	Account Number	Account Name	Description	Amount
102921A	10/7/2020	001 010 576 80 45 00	PK-Equipment Rental	Scissor Lift Rental	\$598.95
					\$598.95

Vendor: Pitney Bowes

Check Number: 51436

Invoice No	Check Date	Account Number	Account Name	Description	Amount
3312120885	10/7/2020	001 013 518 20 45 00	GG-Rental & Services	Postage Machine Rental 07/23/20 - 10/22/20	\$353.32
					\$353.32

Vendor: Puget Sound Clean Air Agency

Check Number: 51437

Invoice No	Check Date	Account Number	Account Name	Description	Amount
Q4 2020 PSCAA	10/7/2020	001 013 553 70 41 00	GG - Air Pollution	Q4 2020 Clean Air Assessment	\$5,464.50
					\$5,464.50

Vendor: Puget Sound Energy

Check Number: 51438

Invoice No	Check Date	Account Number	Account Name	Description	Amount
100720 PSE	10/7/2020	306 000 594 21 60 00	Police Dept Project Account	New Gas Meter at Police Station	\$11,719.76
					\$11,719.76

Vendor: Puget Sound Energy

Check Number: 51439

Invoice No	Check Date	Account Number	Account Name	Description	Amount
22339471 0920	10/7/2020	001 012 575 50 47 00	CS- Pavillion - Utilities	Natural Gas - The Mill	\$35.87
24316495 0920	10/7/2020	001 010 576 80 47 00	PK-Utilities	Natural Gas - City Shop	\$12.25
24316495 0920	10/7/2020	101 016 543 50 47 00	ST-Utilities	Natural Gas - City Shop	\$12.25
24316495 0920	10/7/2020	410 016 531 10 47 00	SW-Utilities	Natural Gas - City Shop	\$12.25
3723810 0920	10/7/2020	001 008 521 50 47 00	LE-Facility Utilities	Natural Gas - N Lakeshore Dr	\$56.21
					\$128.83

Vendor: Puget Sound Regional Council

Check Number: 51440

Invoice No	Check Date	Account Number	Account Name	Description	Amount
2021043	10/7/2020	001 013 518 90 49 00	GG-PSRC	2021 Puget Sound Regional Council Membership Dues	\$10,742.00
					\$10,742.00

Vendor: Purchase Power

Check Number: 51441

Invoice No	Check Date	Account Number	Account Name	Description	Amount
01831977 0920	10/7/2020	001 007 558 50 42 00	PL-Communication	Postage	\$471.93
01831977 0920	10/7/2020	001 013 518 20 42 00	GG-Communication	Postage	\$430.13
01831977 0920	10/7/2020	101 016 543 30 42 00	ST-Communications	Postage	\$0.97
01831977 0920	10/7/2020	410 016 531 10 42 00	SW-Communications	Postage	\$0.97
					\$904.00

Vendor: Quilceda Paving & Construction Inc

Check Number: 51442

Invoice No	Check Date	Account Number	Account Name	Description	Amount
6943	10/7/2020	411 016 594 31 60 04	Callow Road Drainage	Utility Patching - Callow Road Repairs	\$3,760.00
					\$3,760.00

Vendor: Rexel USA Inc

Check Number: 51443

Invoice No	Check Date	Account Number	Account Name	Description	Amount
0S86417	10/7/2020	410 016 531 10 31 02	SW-Operating Costs	Thermostat/Breaker/Cover/Wire Stripper	\$81.76
0T05934	10/7/2020	410 016 531 10 31 02	SW-Operating Costs	Copper/Electrical Box	\$115.51
0T06117	10/7/2020	001 010 576 80 31 00	PK-Operating Costs	Punch Kit	\$61.10
0T06117	10/7/2020	101 016 544 90 31 02	ST-Operating Cost	Punch Kit	\$61.10
0T06117	10/7/2020	410 016 531 10 31 02	SW-Operating Costs	Punch Kit	\$61.10
0T86328	10/7/2020	001 010 576 80 31 00	PK-Operating Costs	Breakers	\$173.00
0T86328	10/7/2020	101 016 544 90 31 02	ST-Operating Cost	Breakers	\$173.00
0T86328	10/7/2020	410 016 531 10 31 02	SW-Operating Costs	Breakers	\$173.00
0T96595	10/7/2020	101 016 544 90 31 02	ST-Operating Cost	Safety Switch/Fuse/Breaker	\$469.52
0T96595	10/7/2020	410 016 531 10 31 02	SW-Operating Costs	Safety Switch/Fuse/Breaker	\$469.52
0U27373	10/7/2020	101 016 544 90 31 02	ST-Operating Cost	Copper	\$133.62
0U27373	10/7/2020	410 016 531 10 31 02	SW-Operating Costs	Copper	\$133.63
					\$2,105.86

Vendor: RP Electronics Inc

Check Number: 51444

Invoice No	Check Date	Account Number	Account Name	Description	Amount
6296	10/7/2020	001 013 518 20 47 02	GG-Utilities for Rentals	Fire Alarm Monitoring 1819 S Lake Stevens Rd	\$212.55
					\$212.55

Vendor: Six Robblees Inc

Check Number: 51445

Invoice No	Check Date	Account Number	Account Name	Description	Amount
14-404682	10/7/2020	410 016 531 10 31 02	SW-Operating Costs	Caster Fits/Sidewind Handle for Ram Truck	\$59.08
					\$59.08

Vendor: Smartsheet Inc

Check Number: 51446

Invoice No	Check Date	Account Number	Account Name	Description	Amount
INV245936	10/7/2020	001 004 514 23 41 00	FI-Professional Service	Smartsheets Business Plan plus Pro Support Subscription Service	\$302.70
					\$302.70

Vendor: Snohomish Co-Op Inc

Check Number: 51447

Invoice No	Check Date	Account Number	Account Name	Description	Amount
295934	10/7/2020	001 010 576 80 31 00	PK-Operating Costs	Two Cycle Oil	\$84.24
296042	10/7/2020	001 010 576 80 31 01	PK-Ops-Clothing	Jackets	\$1,304.98
296042	10/7/2020	101 016 542 90 31 01	ST-Clothing	Jackets	\$1,304.99
296042	10/7/2020	410 016 531 10 31 00	SW-Clothing	Jackets	\$1,304.99
296043	10/7/2020	001 010 576 80 31 01	PK-Ops-Clothing	Pants/Bibs/Jackets	\$1,061.26
296043	10/7/2020	101 016 542 90 31 01	ST-Clothing	Pants/Bibs/Jackets	\$1,061.26
296043	10/7/2020	410 016 531 10 31 00	SW-Clothing	Pants/Bibs/Jackets	\$1,061.26
296977	10/7/2020	410 016 531 10 31 02	SW-Operating Costs	Credit Inv J81354 Propane	(\$14.47)
297376	10/7/2020	001 010 576 80 32 00	PK-Fuel Costs	Non-Ethonal Fuel	\$214.77
297377	10/7/2020	410 016 531 10 31 00	SW-Clothing	Sweatshirts/Tee Shirts	\$657.45
297382	10/7/2020	411 016 594 31 60 04	Callow Road Drainage	Straw	\$226.82
					\$8,267.55

Vendor: Snohomish County 911

Check Number: 51448

Invoice No	Check Date	Account Number	Account Name	Description	Amount
2928	10/7/2020	001 008 528 00 41 00	LE - SNO911	Dispatch Services	\$31,935.50
					\$31,935.50

Vendor: Snohomish County Boundry Review Board

Check Number: 51449

Invoice No	Check Date	Account Number	Account Name	Description	Amount
093020 SNOCOBRB	10/7/2020	001 007 558 60 41 00	PL-UGA-RUTA-Annexation	Boundry Review Notice of Intent Machias Industrial Annexation	\$50.00
					\$50.00

Vendor: Snohomish County Dept of Emergency Mgmt

Check Number: 51450

Invoice No	Check Date	Account Number	Account Name	Description	Amount
I000534293	10/7/2020	001 013 525 10 41 00	GG-Emergency	Q3 & Q4 2020 Emergency Management Services	\$23,321.50
					\$23,321.50

Vendor: Snohomish County Dept of Info Services

Check Number: 51451

Invoice No	Check Date	Account Number	Account Name	Description	Amount
I000534444	10/7/2020	510 006 518 80 49 12	LR - Datacenter Rack Spc SnoCo	Annual Networking Hosting/GIS Services	\$5,197.50
					\$5,197.50

Vendor: Snohomish County Human Services Dept

Check Number: 51452

Invoice No	Check Date	Account Number	Account Name	Description	Amount
I000534312	10/7/2020	001 013 566 00 41 00	GG - Liquor Tax to SnoCo	Q2 2020 Liquor Excise Taxes	\$2,476.03
					\$2,476.03

Vendor: Snohomish County PUD

Check Number: 51453

Invoice No	Check Date	Account Number	Account Name	Description	Amount
100452470	10/7/2020	001 010 576 80 47 00	PK-Utilities	222191314 20th St Ballfield Water	\$53.18
100452642	10/7/2020	001 010 576 80 47 00	PK-Utilities	222191314 20th St Ballfield Water	\$26.60
100454224	10/7/2020	001 012 575 51 47 00	CS- Grimm House Utilities	222484701 Grimm House Electric	\$44.42

100454394	10/7/2020	001 010 576 80 47 00	PK-Utilities	203582010 Lundeen Restrooms Electric	\$120.02
100454394	10/7/2020	001 010 576 80 47 00	PK-Utilities	203582010 Lundeen Restrooms Water	\$1,417.33
100454394	10/7/2020	001 012 557 30 40 01	CS- VIC Utilities	203582010 Visitor Information Center Electric	\$52.17
100454394	10/7/2020	101 016 542 63 47 00	ST-Lighting - Utilities	203582010 Street Lights	\$51.90
105422360	10/7/2020	001 010 576 80 47 00	PK-Utilities	200206019 North Cove Park Electric	\$17.21
105422360	10/7/2020	001 010 576 80 47 00	PK-Utilities	200206019 Parks Electric	\$31.29
105422360	10/7/2020	001 010 576 80 47 00	PK-Utilities	200206019 Parks Water	\$70.87
105422360	10/7/2020	001 012 572 20 47 00	CS- Library-Utilities	200206019 Library Electric	\$129.02
105422360	10/7/2020	001 012 575 50 47 00	CS- Pavillion - Utilities	200206019 The Mill Electric	\$366.66
105422360	10/7/2020	001 013 518 20 47 00	GG-Utilities	200206019 City Hall Admin Electric	\$125.19
105422360	10/7/2020	001 013 518 20 47 00	GG-Utilities	200206019 City Hall Electric	\$247.84
105422360	10/7/2020	001 013 518 20 47 00	GG-Utilities	200206019 City Hall Water	\$4,030.32
105422360	10/7/2020	001 013 518 20 47 00	GG-Utilities	200206019 Library Water	\$60.75
105422360	10/7/2020	101 016 542 63 47 00	ST-Lighting - Utilities	200206019 Street Lights	\$101.75
105426782	10/7/2020	001 010 576 80 47 00	PK-Utilities	221908015 City Shop Mechanic	\$47.75
105426782	10/7/2020	101 016 543 50 47 00	ST-Utilities	221908015 City Shop Mechanic	\$47.74
105426782	10/7/2020	410 016 531 10 47 00	SW-Utilities	221908015 City Shop Mechanic	\$47.74
108725846	10/7/2020	101 016 542 63 47 00	ST-Lighting - Utilities	200363505 Traffic Signal	\$67.13
108737803	10/7/2020	001 008 521 50 47 00	LE-Facility Utilities	200558690 Police N Lakeshore Dr Electric	\$82.67
108737803	10/7/2020	001 008 521 50 47 00	LE-Facility Utilities	200558690 Police N Lakeshore Dr Water	\$24.43
115321708	10/7/2020	001 008 521 50 47 00	LE-Facility Utilities	204719082 New PD Station Water/Electric	\$456.81
115322871	10/7/2020	001 010 576 80 47 00	PK-Utilities	222658130 The Timbers Park Water	\$2,075.32
118633332	10/7/2020	001 010 576 80 47 00	PK-Utilities	222509911 Davies Beach Electric/Water	\$58.63
125269422	10/7/2020	101 016 542 63 47 00	ST-Lighting - Utilities	200178218 Street Lights 8533 15th St NE	\$78.57
125269422	10/7/2020	101 016 542 63 47 00	ST-Lighting - Utilities	200178218 Traffic Signal 8718 17th St NE	\$148.13
131855136	10/7/2020	001 010 576 80 47 00	PK-Utilities	222191298 North Cove Park Water	\$53.18

\$10,134.62

Vendor: Snohomish County PUD

Check Number: 51454

Invoice No	Check Date	Account Number	Account Name	Description	Amount
135168789	10/7/2020	101 016 542 63 47 00	ST-Lighting - Utilities	203731153 Traffic Signals	\$149.81
138371548	10/7/2020	001 010 576 80 47 00	PK-Utilities	203599006 City Shop Electric/Water	\$140.60
138371548	10/7/2020	101 016 543 50 47 00	ST-Utilities	203599006 City Shop Electric/Water	\$140.60
138371548	10/7/2020	410 016 531 10 47 00	SW-Utilities	203599006 City Shop Electric/Water	\$140.64
141682208	10/7/2020	001 010 576 80 47 00	PK-Utilities	222509887 Davies Beach Electric/Water	\$428.94
141687083	10/7/2020	101 016 542 63 47 00	ST-Lighting - Utilities	202013249 Traffic Signal 1933 79th Ave SE	\$115.28
141687083	10/7/2020	101 016 542 64 47 00	ST-Traffic Control -Utility	202013249 Traffic Signal 7441 20th St SE	\$59.06
145011690	10/7/2020	101 016 542 63 47 00	ST-Lighting - Utilities	202648705 Street Lights	\$30.08
145023346	10/7/2020	101 016 542 63 47 00	ST-Lighting - Utilities	202988481 Street Lights	\$190.18
148306743	10/7/2020	001 010 576 80 47 00	PK-Utilities	200493443 Catherine Creek Park Electric	\$17.74
151598888	10/7/2020	001 010 576 80 47 00	PK-Utilities	221860174 Frontier Circle Park Electric	\$16.03
154845425	10/7/2020	101 016 542 63 47 00	ST-Lighting - Utilities	205320781 SR92 Roundabout at 99th	\$44.34
154849546	10/7/2020	101 016 542 63 47 00	ST-Lighting - Utilities	203728159 Traffic Signal	\$48.82
158048841	10/7/2020	001 010 576 80 47 00	PK-Utilities	202340527 Decant Yard	\$5.95
158048841	10/7/2020	101 016 543 50 47 00	ST-Utilities	202340527 Decant Yard	\$5.95
158048841	10/7/2020	410 016 531 10 47 00	SW-Utilities	202340527 Decant Yard	\$5.95
164433916	10/7/2020	001 008 521 50 47 00	LE-Facility Utilities	203033030 Police Dept Electric	\$602.43
164433916	10/7/2020	001 008 521 50 47 00	LE-Facility Utilities	203033030 Police Dept Water	\$75.33
167659293	10/7/2020	001 013 518 20 47 02	GG-Utilities for Rentals	222450314 - 1819 S Lake Stevens Rd Commercial	\$800.82

\$3,018.55

Vendor: Snohomish County Sheriffs Office

Check Number: 51455

Invoice No	Check Date	Account Number	Account Name	Description	Amount
2020-6467	10/7/2020	001 008 523 60 41 00	LE-Jail	Jail Services Aug 2020	\$17,204.80
2020-6484	10/7/2020	001 008 523 60 41 00	LE-Jail	Jail Service Medical Aug 2020	\$205.06
					\$17,409.86

Vendor: Snohomish County Treasurer

Check Number: 51456

Invoice No	Check Date	Account Number	Account Name	Description	Amount
1020 SNOCO	10/7/2020	633 000 589 30 00 06	Crime Victims Compensation	Crime Victims Compensation Sept 2020	\$270.28
					\$270.28

Vendor: Sound Mettle Inc

Check Number: 51457

Invoice No	Check Date	Account Number	Account Name	Description	Amount
1033535	10/7/2020	101 016 542 70 31 01	ST Beautification Street Signs	Aluminum Square Tube/Perforated Sheets	\$1,408.42
1033599	10/7/2020	101 016 542 70 31 01	ST Beautification Street Signs	Aluminum Round Tube	\$3,161.61
1033600	10/7/2020	101 016 542 70 31 01	ST Beautification Street Signs	Aluminum Flat Bar	\$20.23
1033735	10/7/2020	410 016 531 10 31 02	SW-Operating Costs	Aluminum Flat Bar/Round Bar/Round Tube	\$836.93
					\$5,427.19

Vendor: Sound Publishing Inc

Check Number: 51458

Invoice No	Check Date	Account Number	Account Name	Description	Amount
EDH908126	10/7/2020	001 007 558 50 41 03	PL-Advertising	CC PH LUA2020-0069	\$85.40
EDH908338	10/7/2020	001 013 518 30 41 01	GG-Advertising	Ordinance 1093	\$32.20
EDH908339	10/7/2020	001 013 518 30 41 01	GG-Advertising	Ordinance 1095	\$29.40
EDH908346	10/7/2020	001 013 518 30 41 01	GG-Advertising	CC Special Meeting 09/15/2020	\$39.20
EDH908700	10/7/2020	001 013 518 30 41 01	GG-Advertising	Salary Commission Meeting	\$25.20
EDH908941	10/7/2020	001 007 558 50 41 04	Permit Related Professional Sr	LUA2020-0142 Wet Rabbit Express Carwash	\$88.20
EDH909274	10/7/2020	001 013 518 30 41 01	GG-Advertising	Veterans Commission Meeting	\$26.60
EDH909338	10/7/2020	001 013 518 30 41 01	GG-Advertising	CC Mini-Retreat	\$29.40
EDH909339	10/7/2020	001 013 518 30 41 01	GG-Advertising	Salary Commission Meeting	\$28.00
EDH909513	10/7/2020	001 013 518 30 41 01	GG-Advertising	Ordinance 1096	\$33.60
					\$417.20

Vendor: Sound Safety Products Co Inc

Check Number: 51459

Invoice No	Check Date	Account Number	Account Name	Description	Amount
367424/1	10/7/2020	410 016 531 10 26 00	SW Clothing-Boot Allowance	Boots - Anderson R	\$325.00
					\$325.00

Vendor: Sound Security Inc

Check Number: 51460

Invoice No	Check Date	Account Number	Account Name	Description	Amount
986226	10/7/2020	001 012 575 50 47 00	CS- Pavillion - Utilities	Fire & Security Monitoring The Mill	\$322.52
986226	10/7/2020	001 013 518 20 41 00	GG-Professional Service	Fire & Security Monitoring CH	\$563.52
					\$886.04

Vendor: SRV Construction Escrow Acct 101682426

Check Number: 51461

Invoice No	Check Date	Account Number	Account Name	Description	Amount
1263-04	10/7/2020	301 016 595 30 60 01	20th St SE Phase II Construct	Retainage 20th Street SE Phase II - Segment 1 Project 18008	\$60,640.74
					\$60,640.74

Vendor: SRV Construction Inc

Check Number: 51462

Invoice No	Check Date	Account Number	Account Name	Description	Amount
1263-04	10/7/2020	301 016 595 30 60 01	20th St SE Phase II Construct	20th Street SE Phase II - Segment 1 Project 18008	\$1,152,174.02
					\$1,152,174.02

Vendor: Stotko

Check Number: 51463

Invoice No	Check Date	Account Number	Account Name	Description	Amount
100120 STOTKO	10/7/2020	001 000 341 81 00 02	Duplicating Srv - Laminate	Refund CPL Lamination Fee - Stotko	\$2.50
					\$2.50

Vendor: Strobel

Check Number: 51464

Invoice No	Check Date	Account Number	Account Name	Description	Amount
093020 STROBEL	10/7/2020	001 000 322 90 00 00	Weapon License Permit - Local	Refund CPL License Fee - Strobel	\$18.00
093020 STROBEL	10/7/2020	633 000 389 30 00 02	Gun Permit Fees	Refund CPL License Fee - Strobel	\$31.25
					\$49.25

Vendor: SVR Inc

Check Number: 51465

Invoice No	Check Date	Account Number	Account Name	Description	Amount
24441	10/7/2020	001 010 576 80 45 01	PK- Dumpster Service	Dumpster Service Froniter Cir	\$1,023.28
					\$1,023.28

Vendor: Tandem Services Corp Inc

Check Number: 51466

Invoice No	Check Date	Account Number	Account Name	Description	Amount
15176	10/7/2020	001 010 576 80 45 00	PK-Equipment Rental	Portable Restroom Rental Frontier Heights	\$125.00
					\$125.00

Vendor: Technological Services Inc

Check Number: 51467

Invoice No	Check Date	Account Number	Account Name	Description	Amount
17545	10/7/2020	001 008 521 20 48 00	LE-Repair & Maintenance Equip	Express Lube/Oil/Filters/Wipers PT-16-65	\$317.54
17680	10/7/2020	001 008 521 20 48 00	LE-Repair & Maintenance Equip	Express Lube/Oil/Filters/Brake Inspect/Trans Service S-15-59	\$887.39
					\$1,204.93

Vendor: The Watershed Co

Check Number: 51468

Invoice No	Check Date	Account Number	Account Name	Description	Amount
2020-1349	10/7/2020	301 016 595 30 60 03	17005- 24th St & 91st Ext	Environmental Consulting - 24th St SE Extension	\$2,895.00
					\$2,895.00

Vendor: Thomco Aggregate LLC

Check Number: 51469

Invoice No	Check Date	Account Number	Account Name	Description	Amount
2612	10/7/2020	411 016 594 31 60 04	Callow Road Drainage	Asphalt	\$102.42
					\$102.42

Vendor: Thyssenkrupp Elevator Corporation

Check Number: 51470

Invoice No	Check Date	Account Number	Account Name	Description	Amount
5001360423	10/7/2020	001 013 518 20 47 02	GG-Utilities for Rentals	Elevator Service 1819 S Lake Stevens Rd	\$1,142.32
					\$1,142.32

Vendor: Trinity Contractors Inc

Check Number: 51471

Invoice No	Check Date	Account Number	Account Name	Description	Amount
PROGRESS 1 DF	10/7/2020	411 016 594 31 60 00	Decant Facility Project	Hartford Decant Facility Project 18037	\$268,124.30
PROGRESS 1 NC2	10/7/2020	302 010 594 76 61 01	PM - North Cove Capital	North Cove Phase II Project 19012	\$125,527.58
					\$393,651.88

Vendor: ULINE

Check Number: 51472

Invoice No	Check Date	Account Number	Account Name	Description	Amount
124388691	10/7/2020	001 010 576 80 31 00	PK-Operating Costs	Cabinet with Combo Key/Replacement Ket Tags	\$99.46
124388691	10/7/2020	101 016 544 90 31 02	ST-Operating Cost	Cabinet with Combo Key/Replacement Ket Tags	\$99.47
124388691	10/7/2020	410 016 531 10 31 02	SW-Operating Costs	Cabinet with Combo Key/Replacement Ket Tags	\$99.47
					\$298.40

Vendor: UPS

Check Number: 51473

Invoice No	Check Date	Account Number	Account Name	Description	Amount
0000074Y42380	10/7/2020	001 008 521 20 42 00	LE-Communication	Evidence Shipping	\$14.94
					\$14.94

Vendor: US Bank St Paul

Check Number: 51474

Invoice No	Check Date	Account Number	Account Name	Description	Amount
5819769	10/7/2020	214 008 593 21 85 00	2019A LTGO Bond Fees PD	LAKSTGO19A2 Limited Tax Obligation Bonds	\$505.48
					\$505.48

Vendor: US Bank St Paul

Check Number: 51475

Invoice No	Check Date	Account Number	Account Name	Description	Amount
5819767	10/7/2020	210 000 592 75 85 00	2008 Bond Fees	LAKSGOREF08A Series 2008A Limited Tax Obligation	\$300.00
					\$300.00

Vendor: Vantagepoint Transfer Agents - 108991

Check Number: 51349

Invoice No	Check Date	Account Number	Account Name	Description	Amount
092520	9/29/2020	001 000 282 00 00 00	Payroll Liability Retirement	ICMA Deferred Comp - Employer Contribution	\$407.26
					\$407.26

Vendor: Vantagepoint Transfer Agents - 108991

Check Number: 51476

Invoice No	Check Date	Account Number	Account Name	Description	Amount
042420 REISSUE	10/7/2020	001 000 282 00 00 00	Payroll Liability Retirement	Reissue Check 50294 - ICMA Deferred Comp - Employer Contribution	\$368.95
					\$368.95

Vendor: Vantagepoint Transfer Agents - 307428

Check Number: 51350

Invoice No	Check Date	Account Number	Account Name	Description	Amount
092520	9/29/2020	001 000 282 00 00 00	Payroll Liability Retirement	ICMA Deferred Comp - Employee Contribution	\$2,631.14
					\$2,631.14

Vendor: Verizon Northwest

Check Number: 51477

Invoice No	Check Date	Account Number	Account Name	Description	Amount
9863456427	10/7/2020	001 008 521 20 42 00	LE-Communication	Wireless Phone Service PD	\$2,607.66
					\$2,607.66

Vendor: Warbis
Check Number: 51478

Invoice No	Check Date	Account Number	Account Name	Description	Amount
081820 WARBIS A	10/7/2020	001 008 521 20 43 00	LE-Travel & Per Diem	PerDiem - Meals Patrol Tactics Marysville - Warbis A	\$60.00
					\$60.00

Vendor: Washington Recreation & Park Association
Check Number: 51479

Invoice No	Check Date	Account Number	Account Name	Description	Amount
5771	10/7/2020	001 010 576 80 49 01	PK-Staff Development	WRPA Membership Renewal	\$315.00
					\$315.00

Vendor: Washington State Dept of Ecology
Check Number: 51480

Invoice No	Check Date	Account Number	Account Name	Description	Amount
21-WAR045523-3	10/7/2020	410 016 531 10 41 08	SW-DOE Annual Permit	Muni Stormwater Phase 2 Permit Fee FY2021	\$12,412.63
					\$12,412.63

Vendor: Washington State Patrol
Check Number: 51481

Invoice No	Check Date	Account Number	Account Name	Description	Amount
T2100011	10/7/2020	001 008 521 40 49 01	LE-Registration Fees	Evoc Instructor Basic Training/Lodging/Meals - Schedler	\$1,865.28
					\$1,865.28

Vendor: Washington State Support Registry
Check Number: 0

Invoice No	Check Date	Account Number	Account Name	Description	Amount
092520	9/29/2020	001 000 284 00 00 00	Payroll Liability Other	Employee Paid Child Support	\$363.50
					\$363.50

Vendor: Weed Graafstra & Associates Inc
Check Number: 51482

Invoice No	Check Date	Account Number	Account Name	Description	Amount
100120 WGA	10/7/2020	001 011 515 45 41 00	Ext Litigation - City Atty	Legal Services - 79th	\$380.00
					\$380.00

Vendor: Welch Comer & Associates Inc
Check Number: 51483

Invoice No	Check Date	Account Number	Account Name	Description	Amount
55000020-002	10/7/2020	309 016 595 61 60 02	Sidewalk Cap - 117th Ave NE	Preliminary Design 117th Ave Sidewalk	\$7,870.00
					\$7,870.00

Vendor: WM Corporate Services Inc
Check Number: 51484

Invoice No	Check Date	Account Number	Account Name	Description	Amount
8992774-4968-3	10/7/2020	001 008 521 50 47 00	LE-Facility Utilities	Dumpster Service - Police Conference Center	\$184.07
8992774-4968-3	10/7/2020	001 013 518 20 47 02	GG-Utilities for Rentals	Dumpster Service - 1825 S Lake Stevens Rd Comm	\$497.66
					\$681.73

Vendor: Zachor and Thomas Inc PS
Check Number: 51485

Invoice No	Check Date	Account Number	Account Name	Description	Amount
20-LKS00009	10/7/2020	001 011 515 41 41 02	Ext Consult - Prosecutor Svs	Prosecution Services Sept 2020	\$12,900.00
					\$12,900.00



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

Tuesday, September 15, 2020
By Remote Participation via Zoom

CALL TO ORDER: 6:30 p.m. by Mayor Brett Gailey

ELECTED OFFICIALS PRESENT: 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, Public Works Director Eric Durpos, Human Resources Director Anya Warrington, City Clerk Kelly Chelin, Police Chief John Dyer, City Attorney Greg Rubstello, City Engineer Grace Kane

The meeting was called to order at 6:30 p.m. by Mayor Brett Gailey.

The meeting recessed to executive session (Confidential Session) at 6:35 p.m. to discuss potential litigation per RCW 42.30.110 (i) and contract negotiations per RCW 42.30.110 (d) for approximately 30 minutes.

At 7:00 p.m., the executive session was extended to 7:10 p.m.

At 7:10 p.m., the executive session was extended to 7:20 p.m.

The meeting reconvened to regular session at 7:17 p.m. and the Council took a 3-minute break until 7:20 p.m.

Chapel Hill Civic Center Contract

Director Wright explained that the City of Lake Stevens, Sno-Isle Libraries and the Lake Stevens Sewer District requested proposals for professional architectural, planning and engineering services to prepare a joint site development plan for a proposed civic center located near Chapel Hill. The second phase of the project would lead to the construction of a new City Hall with combined Sewer District offices and a new public library through a public private partnership. City, Sno-Isle and Sewer District staff along with the Mayor, Councilmembers and Sewer Commissioners interviewed four highly qualified firms. The review panel ultimately recommended Stowe Development to develop the master plan for the municipal campus. The Stowe group drew on northwest firms to form the team to design, finance and construct the project. The Stowe proposal and vision were most closely aligned to the request and stated project goals. The assembled team has experience with similar municipal projects.

Staff has worked with Stowe Development to refine the scope of services included in the Council packet. The analysis costs would be shared proportionately between the city and Sno-Isle Libraries.

After some discussion, the Council was in agreement with going forward with Stowe Development and Strategies. This contract will come back for approval at the September 22, 2020 meeting.

Sno-Isle Discussion

City Administrator Brazel stated that in the past several years the City of Lake Stevens has started implementing the Phase 1 of Downtown Lake Stevens Subarea Plan beginning with the renovation of North Cove Park and construction of The Mill. This phase included the widening of Main Street, addition of street trees, pedestrian trail and street lighting. The next phase involves the construction of a festival street recently named Mill Spur by City Council. Mill Spur is aligned with 18th Street NE and will run West from Main Street to 123rd Dr. NE.

To construct Mill Spur and finish out the plaza adjoining The Mill, the existing Library and Museum will need to be relocated and the buildings removed. Currently design concepts are being developed for the new museum and preliminary conversations have taken place with Sno-Isle Library about relocation options. One concept being explored is to relocate the library into the old police station building until such time Sno-Isle can construct a new facility within Lake Stevens.

Next step is to have open discussion with City Council on the options available including the option of relocating the library into the old police station and issuing Sno-Isle a formal letter of notice.

Councilmember Tageant stated that while change is difficult, he is excited about Mill Spur.

Councilmember Dickinson doesn't want the library to be forgotten.

Councilmember Daughtry stated that he wants to make sure the museum, library and Grimm house are taken care.

Councilmember Frederick stated that he agreed with what was said so far.

Council agreed to move forward as presented.

Old Sewer District

City Administrator Brazel stated that the Lake Stevens Sewer District and City of Lake Stevens are working with The Riley Group to review the existing environmental condition of the retired wastewater treatment plant located in the 400 block of Sunnyside Blvd, Lake Stevens. This action was prompted by the Lake Stevens Sewer District considering surplus of this property but wanted to ensure the City of Lake Stevens had first opportunity to have this property transferred to their ownership. Possible future uses could include, open space, park uses, trails or wetland enhancement or education opportunities.

Council agreed to move forward. There will be further discussion at the September 22, 2020 Utility meeting.

City Goals

City Administrator Brazel explained that this is the mid-year check in on City Goals and Council Retreat Takeaways. Further, this year due to COVID, the retreat was pushed back to September. The Council reviewed the retreat takeaways and progress update.

Biennial Budget

City Administrator Brazel stated that budgeting for two years at a time has been permitted in Washington cities since 1985. To date, several dozen cities are using this approach. A “two-year” appropriation can be handled in different ways depending on Council direction. Many biennial budgets have some type of internal restriction on spending within the biennium. Options may include:

- Full 24 months of budgeting authority
- Adoption of 2 one-year budgets (sets limits on appropriations for each year)
- One-year appropriation with a “plan” for the second year

In order to implement a biennial budget, cities must “declare a decision” by ordinance to use a biennial budget at least six months prior to the beginning of the biennium. The city must also pass an ordinance if they chose to revert back to an annual budget at the conclusion of a biennium.

Council discussed that this decision cannot be made until 2022 so the timing is off for now. This item will come back for discussion at another meeting.

Current Grants

Director Wright explained that a summary of recent grants, pending and proposed grant opportunities are included below.

Planning Received

- In 2018, the City received \$20,000 from the Department of Ecology for consultant support to update the Shoreline Master Program. This grant has been completed.
- In 2019, the City received \$30,000 from the Department of Commerce for reimbursement of staff spent updating the zoning code and addressing elements of House Bill 1923 for increased housing opportunities. To date, the city has received \$23,000. One deliverable is remaining to fulfill the grant which should be accomplished during the 1st quarter of 2021.

Parks Received

- In 2018, the City received a \$3 million state capital grant for property acquisition, Phase I of North Cove Park, the Mill. These projects have been completed successfully.
- In 2020, the City received a \$1 million state capital grant to construct Phase II of North Cove Park and engineering for future phases. Park Construction will begin this fall. Design of the next phase is complete.
- In 2020, the City received \$200,000 state capital grants to construct Phase I of Frontier Heights Park. This project is under construction.
- In 2015, the City received a \$485,000 state capital grant as match to help construct Cavalero Park. Phase 1 has been completed successfully.

Parks Applied

- In 2020, the City applied for \$357,470 from the Recreation and Conservation Office for Frontier Heights Park to construct Phase 2 which will include the multi-use ballfield, sensory garden, exercise equipment, etc.
- In 2020, the City applied for \$856,420 from the Recreation and Conservation Office for Eagle Ridge Park to construct a playground, amphitheater, interpretive areas and connecting sidewalks.

Roads and Trails Received

- The City received grants from the Puget Sound Regional Council (TIB funds) to continue the widening of 20th Street between approximately 91st Ave SE and 79th Ave SE. This project is under construction.

- The City received grants from WSDOT Regional Mobility program to construct a transit lane off 20th Street SE between approximately 79th Ave SE and Cavelro Road to improve congestion. This project is under construction.
- In 2019, the City received state capital grants for \$2 million to design and construct a roundabout at SR-9 and 24th Street SE/South Lake Stevens Road and an additional \$1 million grant to design and construct an associated culvert crossing for fish passage. These projects are under design.
- The City received \$1.5 million from a WSDOT grant and Complete Street grant to construct Phase I of the South Lake Stevens multiuse path. This project was completed successfully.
- The City received a safe route to school grant for sidewalk improvements along 91st Ave SE near 4th Street SE. This project was completed successfully.
- The City received a state grant for \$422,000 to construct Village Way. This project was completed successfully.

Roads and Trails Applied

- The City has applied for an economic development infrastructure grant to help fund the construction of 91st Ave SE extension.

Facilities

- In 2016, the city received a \$300,000 state capital grant for design and construction of the temporary city campus. This project was successfully completed.
- In 2016 and 2018 the city has received state capital grants for food bank funding that were turned over to the Lake Stevens Food Bank to administer.

Future Capital Requests

- The City may request up to an additional \$5.6 million to complete downtown projects including Mill Spur Festival Street, intersection improvements and frontage improvements.
- The City has identified specific infrastructure improvements for roads and utilities to attract federal grants.
- The City will seek funding for trail and sidewalk expansions including the South Lake Stevens trail and Powerline Trail.
- The city will pursue private grants to fund park improvements including a proposed dog park.

Other Business

Councilmember Tageant brought up the Racing to Equity consultants and concerns about whether they are the right consultants for the City.

Council engaged in a discussion. Mayor Gailey, Councilmember Tageant and Human Resources Director Warrington will meet with the consultants for further discussion and figure out what is the best course of action for the City.

There being no further business the meeting was adjourned at 8:24 p.m.

Brett Gailey, Mayor

Kelly M. Chelin, City Clerk

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

Tuesday, September 22, 2020
By Remote Participation via Zoom

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

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

STAFF MEMBERS PRESENT: City Administrator Gene Brazel, 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

Call to Order:

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

Pledge of Allegiance:

Mayor Gailey led the Pledge of Allegiance.

Roll Call:

All Councilmembers were present.

Approval of Agenda:

Mayor Gailey stated that Item L under Discussion Items, Bridge Dedication, would be moved to Action Items.

MOTION. Moved by Councilmember Jorstad, seconded by Councilmember Daughtry to approve the agenda with the revision. The motion passed 7-0-0-0.

Citizen Comments:

Mamera's Ipad. From the waterfront task force, she urged the Council to approve the task force's recommendation. She also asked the Councilmember that owns property along the lake to recuse themselves from this discussion.

Larry Crawford, Vernon Road. Mr. Crawford also spoke about the waterfront task force and asked the Council to listen to the recommendation from the homeowners.

Bruce Morton. Mr. Morton stated that he is in the minority and does believe we need multi-family housing around the lake. He believes the City needs more affordable options.

Kari. She stated that she was made aware of the Council not going forward with the diversity training and she was upset by this decision.

Earl Gary. Mr. Gray also spoke on the diversity training and believes the Council dismissed the input of the citizens.

Honey Marie. She spoke in favor of the waterfront task force recommendations. She also told the Council that she was disappointed in the fact that they were not continuing with the diversity training.

Robin McGee. Ms. McGee also spoke to the diversity training. She urged the Council to continue with this important work.

Janice. She spoke in favor of the waterfront task force recommendations. She urged the Council to keep the lake as is.

Jessica. She commented on the equity and diversity training. She urged the Council to invest in the equity training.

Dr. Dana Brickham. Dr. Brickham spoke about the pledge of allegiance and systematic racism. She urged the Council to look at training options.

Helen. She stated that there are 25% people of color in the City. She also stated that she is disappointed that the Council will not be doing the training.

Chuck Whipple. Mr. Whipple spoke in favor of the waterfront task force recommendation.

Stephanie's iPhone. She spoke about her thoughts on the Council not doing the equity training.

Council Business:

Councilmember Jorstad stated she attended a candlelight vigil in the City. She thanked everyone that spoke tonight.

Councilmember Dickinson stated that she was also at the candlelight vigil. She also spoke about a meeting regarding the Lake Stevens museum. The senior center is providing more meals every week.

Councilmember Daughtry stated that he attended the Snohomish County transportation meeting. It's a bleak outlook for Boeing.

Councilmember Petershagen stated that he attended the last Planning Commission meeting and the Utility commission meeting today.

Councilmember Frederick stated the COVID numbers are moving in the right direction. He urged everyone to keep up with the masks and maybe there will be a vaccine by the end of the year.

Councilmember Tageant stated that he attended the Utility committee meeting and they are working on items to move forward.

Mayor's Business:

Mayor Gailey stated that he wanted to correct the record that there is not a 2% sewer tax in the City.

Consent Agenda:

MOTION. It was moved by Councilmember Tageant and seconded by Councilmember Frederick to approve the consent agenda as submitted. The motion passed 7-0-0-0.

The consent agenda included the following:

Vouchers

City Council Workshop Meeting Minutes of September 1, 2020

City Council Regular Meeting Minutes of September 8, 2020

Professional Services Agreement with Outcomes by Levy

Public Hearing:

Machias Industrial Annexation (Continued)

Director Wright explained that the City Council held a public hearing for the Machias Industrial Annexation on August 25, 2020 continued to September 8, 2020. Staff has met with other landowners interested in joining the annexation petition. Three additional property owners have signed the petition. Staff is awaiting the receipt of final signatures, at which time staff will bring a revised petition back to Council for its action. After this point staff will resubmit to Snohomish County. The hearing will be held open until County certification is received. The staff is recommending that the Council continue the public hearing for the Machias Industrial Annexation until October 13, 2020 and approve Resolution 2020-19 accepting the 60 percent Machias Industrial petition and to submit a notice of intent to annex to the Boundary Review Board.

MOTION. It was moved by Councilmember Daughtry and seconded by Councilmember Jorstad to move the public hearing from the agenda to an action item. The motion passed 7-0-0-0.

MOTION. It was moved by Councilmember Daughtry and seconded by Councilmember Tageant to continue the public hearing to October 13, 2020 and adopt Resolution 2020-19. The motion passed 7-0-0-0.

Food Truck Ordinance

Planner Needham explained that the interim mobile vending unit regulations were adopted under Ordinance 1090 and are currently in effect. The proposed Ordinance 1096 repeals and replaces Ordinance 1090. The final ordinance streamlines and simplifies the 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 Mayor opened the public hearing at 7:53 p.m.

There was no public comment.

The Mayor closed the public hearing at 7:54 p.m.

MOTION. It was moved by Councilmember Daughtry and seconded by Councilmember Jorstad 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. The motion passed 7-0-0-0.

Action Items:

Resolution 2020-22 Fee Update

Correction: The Resolution says it repeals Resolution 2019-12 when it should be repealing 2019-16. The City Clerk has made this correction to the final Resolution for the City's official record.

Planner Needham explained that 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.

MOTION. It was moved by Councilmember Jorstad and seconded by Councilmember Daughtry to approve Resolution 2020-22 approving amendments to the fee schedule. The motion passed 7-0-0-0.

Waterfront Task Force

Planner Levitan explained to the Council that 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 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.

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

Council engaged in a discussion.

MOTION. It was moved by Councilmember Petershagen and seconded by Councilmember Frederick to 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.

Councilmember Dickinson stated that she believed the City needed different housing needs in the City.

The motion passed 6-1-0-0 with Councilmember Dickinson opposed.

Bid Award and Contract for Chapel Hill

Director Wright explained that 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. 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.

MOTION. It was moved by Councilmember Frederick and seconded by Councilmember Dickinson to 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. The motion passed 7-0-0-0.

Replacement of Police Fleet Vehicles

Chief Dyer explained that 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.

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 the City waits 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.

MOTION. It was moved by Councilmember Jorstad and seconded by Councilmember Tageant to go with Chief Dyer's recommendation to purchase 2021 vehicles now so that we can assure that we have cars in a timely manner. The motion passed 7-0-0-0.

Bridge Dedication

Parks Coordinator Meis explained that 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 is 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.

Councilmember Dickinson spoke in support of this.

Councilmember Jorstad also spoke in favor of this and asked if the National Suicide Awareness or Crisis Line could be added to the plaque.

MOTION. It was moved by Councilmember Petershagen and seconded by Councilmember Daughtry to approve the dedication of Lundeen Parkway Bridge in Memory of James M. Barnes and Mental Health Awareness. The motion passed 7-0-0-0.

Discussion Items:

Adopt a Community Update

Parks Coordinator Meis explained that 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.

Mayor Gailey spoke in support.

Councilmember Daughtry asked that the community know about this.

Councilmember Tageant spoke in support.

Comcast Franchise

IT Manager Stevens explained that 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.

Council discussed the franchise. Council asked if Comcast could provide training services to residents. Ms. Zane answered that it was unlikely, but she would ask them.

This Ordinance will come back to a future meeting for approval.

Citizen Comments:

Sue Fernald. Ms. Fernald suggested that the City email and write to the homeowner associations in the City as it relates to the adopt a community update from the earlier conversation.

Melissa K. Melissa stated that there are many community partners such as the conservation district and service groups in the City.

Adjourn:

Moved by Councilmember Petershagen, seconded by Jorstad, to adjourn the meeting at 8:52 p.m. The motion passed 7-0-0-0.

Brett Gailey, Mayor

Kelly M. Chelin, City Clerk

**CITY OF LAKE STEVENS
CITY COUNCIL SPECIAL MEETING - RETREAT**

Tuesday, September 25, 2020
By Remote Participation via Zoom

CALL TO ORDER: 9:00 a.m. by Council President Marcus Taegant

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

ELECTED OFFICIALS ABSENT: Mayor Brett Gailey

STAFF MEMBERS PRESENT: City Administrator Gene Brazel, Senior Accountant Josh Roundy, Community Development Director Russ Wright, Public Works Director Eric Durpos, Human Resources Director Anya Warrington, Clerk Kelly Chelin, Police Chief John Dyer, IT Manager Troy Stevens and City Engineer Grace Kane

The meeting was called to order at 9:00 a.m. by Council President Marcus Tageant.

Strategic Planning

Director Warrington presented the City's Strategic Staffing Plan for 2020-2025. She further explained that the City is growing and is outpacing the rest of Snohomish County. In 2019, the City had more than 33,000 residents and forecast that, by 2035, Lake Stevens will experience 40% growth to exceed a population of 40,000. The city's motto, "One Community Around the Lake", embodies its quality of life, top-ranked school district, and the City Council's commitment to providing excellent services and amenities for its citizens.

During the Council Retreat in February 2020, Council requested a strategic staffing plan be conducted to assess the following: What are we not getting done that we *need* to? What are we not getting done that we *want* to?

Department Directors presented staffing needs for their departments.

Budget Review

Senior Accountant Roundy reviewed the City's 2020 budget estimates and 2021 budget overview. He further reviewed the calendar for the upcoming budget process:

- Preliminary Budget will be presented at the October 6, 2020 Council Meeting
- City Council Discussion at the October 13, 2020 Council Meeting
- City Council Discussion at the October 20, 2020 Council Meeting
- City Council Discussion at the October 27, 2020 Council Meeting
- Public Hearing #1 at the November 10, 2020 Council Meeting (Property Tax Levy)
- Final Public Hearing at the November 24, 2020 Council Meeting for the Budget Adoption

The budget priorities were reviewed:

- Continue Revitalization of Downtown/Civic Campus

- Fund Park & Recreation Division
- Maintain High Level of Public Safety
- Continue Investment in Infrastructure to Encourage Economic Development
- Enhance Transportation Funding (TDB)

UGA Expansion

Director Wright explained that the City Council has discussed its interest in exploring an Urban Growth Area Expansion (UGA). The Mayor has requested the city apply for an expansion this cycle. The Mayor, Staff and Councilmembers Tageant and Petershagen met to discuss potential expansion areas. Staff would hire a consultant to prepare and submit the application. Clay White, former director of Planning and Development Services with Snohomish County, now with LDC has prepared a memo that describes the docket and UGA process. An application would be a placeholder and would likely need to be modified subject to the findings and growth targets of the updated buildable lands report.

A UGA is an area set aside for future growth and becomes eligible for annexation. UGAs are tied to the growth targets assigned to the city and county through the Buildable Lands Report. As previously discussed, the city is approaching 80 percent of its residential growth target. Under current zoning, there is enough capacity to meet the target of 46,380 population for 2035. According to the May 2019 Buildable Land Reports prepared for the city, "There is sufficient buildable land in the city and UGA to accommodate 2,088 jobs." However, this report estimates an overall capacity shortfall of 513 jobs. Snohomish County is producing an updated Buildable Lands Report that will be completed in mid-2021. Current Puget Sound Regional Council guidance shifts the regional growth strategy to high capacity transit-oriented areas in city's with light rail or other mass transit areas. New growth targets will be assigned from these efforts.

This item will come back at a future Council Meeting.

Downtown Plan

City Administrator Brazel reviewed the City's downtown fundamental concepts including:

- North Cove Expansion
- Community Building / Regional Attractor
- Main Street and Other Improvements
- Retail Expansion
- Municipal Parking

He further reviewed the conceptual drawings, funding options and timeline for the project. Council and staff engaged in a discussion.

The Council took a short break at 11:55 a.m. for approximately 15 minutes.

Westside Powerline Trail Map

Director Wright explained that the Mayor has prioritized the Powerline Trail as a first implementation phase of the Trails Master Plan.

This trail will connect the west side of Lake Stevens and provide a route to travel off the main roads connecting recreation and non-motorized transportation to the city's business centers, Frontier Heights Park and beyond. This route is currently an unofficial trail used by individuals and utility maintenance crews. The location adjacent to the 20th Street Ballfields is ideal for a

trailhead and the parcel north of the ballfields was purchased last year with an intent to establish a dog park at this location.

Phase 1 of the Westside trail includes a connection from 20th Street SE to 8th Street SE along the utility corridor. The high-level timeline of this project is:

- October 2020 – Acquisition strategy confirmed and proceed
- November 2020 – Permitting and design to begin
- June 2021 – Begin construction
- August 2021 – Open Trail

There is a mixture of HOA owned parcels and individually owned parcels that will be necessary to obtain ownership or easements in order to construct this phase of the trail and park. Two letters have been sent to homeowners with an ownership interest along this phase. Staff has had two meetings (September 17th) and one onsite visit (in February 2020) to engage these owners. The tract adjacent to the 20th Street Ballfields, on the east, is owned by the Quail Court neighborhood. This tract has been used as a utility access point and unofficial entrance point to the park and trail.

Staff has prepared three park concepts for initial discussion with neighbors and the Park Board as the scoping phase proceeds.

Council engaged in a discussion about the options.

Agenda format for Council Meetings

Council President Tageant stated that he would like to eliminate the second citizen comment period at the end of the Council meetings. He also suggested an earlier start time for the Council meetings. The Council discussed 6:00 p.m. or 6:30 p.m. as a potential start time.

The consensus of the Council was to eliminate the second citizen comment period. IT Manager Stevens will put a survey on the City's website in order to collect citizen input on a start time of 6:00 p.m. or 6:30 p.m. and this will come back for further discussion with the Council.

2021 Council Retreat Dates and Locations

City Clerk Chelin provided a few options to the Council for a 2021 Council retreat location and possible dates. This item will come back to the Council when Mayor Gailey can participate.

There being no further business the meeting was adjourned at 12:54 p.m.

Brett Gailey, Mayor

Kelly M. Chelin, City Clerk



LAKE STEVENS CITY COUNCIL
STAFF REPORT

Council Agenda Date: October 13, 2020

Subject: Project # 18008: 20th St SE Phase II – Segment I – Award of Contract to SRV

Contact / Department:	Eric Durpos – PW Director	Budget	\$130,020.98
	Grace Kane – City Engineer	Impact:	

RECOMMENDATION(S)/ACTION REQUESTED OF COUNCIL: Authorize Mayor to sign Change Order 05 in the amount of \$130,020.98.

SUMMARY/BACKGROUND:

The project involves grinding and overlaying 20th Street SE while widening the existing three lane section to a five-lane section with a dedicated left turn lane at the intersection of 83rd Avenue SE and a two-way left turn lane along 20th Street SE for the remainder of the corridor. Sidewalks will be included on both sides of the road. Structural earth walls, stormwater conveyance, and stormwater facilities will also be constructed. Street lighting improvements will be coordinated with Snohomish County PUD and the span wire signal system on the north leg of 20th Street SE and 83rd Avenue SE will be replaced with steel poles and mast arms.

The awarded contract amount was \$4,878,083.10 with an authorized administrative contingency of \$975,616.90 (20%) for a total amount of \$5,853,700.

The change order is for work to relocate existing Wave Cable conduits within the City's ROW, that are in conflicts with the new utilities being installed. Included in the change order also included pothole verification, redesign and realignment of the new on-site utilities.

APPLICABLE CITY POLICIES: NA

BUDGET IMPACT: \$130,020.98 is within the approved 2020 Budget.

ATTACHMENTS: None.



LAKE STEVENS CITY COUNCIL
STAFF REPORT

Council Agenda

Date: October 13, 2020

Subject: Acceptance of Washington State Traffic Safety Interagency Agreement

Contact

Person/Department: John Dyer, Lake Stevens Police - Chief **Budget Impact:**

RECOMMENDATION(S)/ACTION REQUESTED OF COUNCIL: Authorize the Mayor to sign the Interagency Agreement.

SUMMARY/BACKGROUND:

Lake Stevens Police Department participates in the Snohomish County Target Zero Team. The Snohomish County Target Zero Team's focus is on the prevention of drivers engaging in high risk behaviors by increasing their perception of the risk of receiving a citation through high visibility enforcement campaigns (HVE). HVE Campaigns influence driver behavior by creating the perception that there is an increased risk of engaging in risky driving behaviors. This perception is achieved through 1) an increase in media messages about upcoming emphasis periods so that the targeted drivers know when the patrols will occur and what will be enforced and 2) during the patrols drivers have the perception of increased enforcement because they can see a significant and noticeable increase in law enforcement presence (officers pulling cars over) that reinforces the media messages they received and influences them to modify their driving behavior.

The purpose of this Agreement is to provide funding, provided by the United States Department of Transportation (USDOT) National Highway Traffic Safety Administration (NHTSA) and allowed under the Assistance Listings Catalog of Federal Domestic Assistance (CFDA) numbers 20.600 and 20.616, for traffic safety grant project 2021-HVE-4044-Region 10 Target Zero Task Force, specifically to provide funding for the law enforcement agencies in WTSC Region 10 to conduct overtime high-visibility enforcement (HVE) traffic safety emphasis patrols as outlined in the Statement of Work (SOW), in support of Target Zero priorities. The Target Zero Manager (TZM) and/or the Law Enforcement Liaison (LEL) shall coordinate the SOW with the SUB-RECIPIENT with the goal of reducing traffic crashes. The period of performance of this Agreement shall commence upon the date of execution by both Parties, but not earlier than October 1, 2020, and remain in effect until September 30, 2021, unless terminated sooner.

ATTACHMENTS: Interagency Agreement

INTERAGENCY AGREEMENT
BETWEEN THE
Washington Traffic Safety Commission
AND
Lake Stevens Police Department

THIS AGREEMENT is made and entered into by and between the Washington Traffic Safety Commission, hereinafter referred to as “WTSC,” and Lake Stevens Police Department, hereinafter referred to as “SUB-RECIPIENT.”

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

1. PURPOSE OF THE AGREEMENT:

The purpose of this Agreement is to provide access to regional funding, managed by the Target Zero Manager, provided by the United States Department of Transportation (USDOT) National Highway Traffic Safety Administration (NHTSA) and allowed under the Assistance Listing/Catalog of Federal Domestic Assistance (CFDA) #20.616, for traffic safety grant project 2021-AG-4086-Snohomish Co Ped Safety Zone.

2. PERIOD OF PERFORMANCE

The period of performance of this Agreement shall commence upon the date of execution by both parties, but not earlier than October 1, 2020, and remain in effect until September 30, 2021 unless terminated sooner, as provided herein.

3. STATEMENT OF WORK

The SUB-RECIPIENT shall carry out the provisions of the traffic safety project described here as the Statement of Work (SOW).

3.1 PROBLEM STATEMENT

There were 13 walkers (pedestrians) killed on Snohomish County roadways in 2019, an increase over the five-year average of 11 walkers(pedestrian) fatalities per year. Additionally, there were 25 walkers seriously injured due to collisions with vehicles in

2019. That is actually significantly fewer than the five-year average of 38 serious injuries per year. But it is still too high. Due to COVID-19

It is likely that the involvement of law enforcement in this year's project will largely be educational and that they will likely not be making many traffic stops associated with this project. The Snohomish County DUI & Target Zero Task Force will provide public education and outreach to road users and the general public by continuing a safety campaign utilizing education and enforcement. As it becomes clearer how law enforcement will be allowed to interact with this project, the task force will develop implementation plans based on available data. The task force will evaluate whether the pedestrian safety events have the effect they are seeking and will make adjustment in the implementation of subsequent pedestrian safety events based on what happens.

3.2 STRATEGIES

The Task Force will use DOT crash data to determine education and enforcement needs in high concentration areas. Additional data may be gleaned from dispatch records along with anecdotal information from local departments of known problem areas.

Education: The education component in most projects will be 2 pronged, depending on project locations and demographics. In the first prong, officers or deputies will work overtime in the project area contacting pedestrians, handing out fliers, speaking directly with folks. This can include bus stops, apartment complexes, schools etc. Other partners such as police volunteers, the Target Zero Manager, fire department volunteers may also be utilized for this component to supplement officer efforts, or if staffing prevents commissioned officers from completing this component. In the second prong, city officers and county deputies will contact unsafe drivers and pedestrians to give them information about behaviors that make all road users safer. Additionally, the Target Zero Manager will coordinate with other educational efforts (including but not limited to) speaking engagements, working with schools, coordinating with school resource officers, interacting with media, conducting media interviews, social media support etc.

Projects: Task Force Agencies will submit project proposals for approval and then carry out the required tasks as described in the task force policies. Cities and the county can submit projects for approval by the TZM. Agencies conducting a project will be required to submit reporting for their project and will bill WTSC directly for reimbursement. In the event COVID-19 interferes with the planned projects, the contractor will work with WTSC to identify and implement alternative service delivery methodologies. TZM will submit proposals to WTSC program manager for approval of projects.

3.3 GOAL

The goal is to reduce the number of overall crashes by 10% by September 30, 2021. The task force will identify new focus points for our efforts for the FY 2021 project and will also re-prioritize tactics used.

3.4 OBJECTIVES

- a. The Task Force will identify areas in need of concentrated law enforcement and public outreach using DOT crash data, department incident records, and other data by December 31, 2020.
- b. Implement a minimum of 10 education and enforcement emphasis efforts in the areas identified for concentrated effort to increase safety for walkers by September 30, 2021.
- c. Supplement each enforcement efforts with public education and outreach using radio and social media messaging, informational stops by law enforcement, and public presentations. Each public education and outreach effort will be designed to maximize penetration into focus populations.
- d. Focus intersections will be observed for a minimum of two hours to determine what problem behaviors for officers to watch out for prior to implementation of any project-related activities. One week after project-related activities, the focus intersections will be observed for a minimum of two hours to determine if there is any change in behaviors.

3.5 MILESTONES AND DELIVERABLES

Milestone Description	Completed Date
Task force identifies intersections and areas to focus on for the FFY 2021 project.	12/31/2020
Complete Inter-agency Agreements for pedestrian project	12/31/2020
Q1 - Conduct a minimum of 1 pedestrian safety campaign in a concentration area. Campaign to include advertising, public education and enforcement.	12/31/2020
Q2 - Conduct a minimum of 1 pedestrian safety campaigns in a concentration area. Campaign to include advertising, public education and enforcement.	03/30/2021

Q3 - Conduct a minimum of 1 pedestrian safety campaigns in a concentration area. Campaign to include advertising, public education and enforcement.	06/30/2021
Q4 - Conduct a minimum of 1 pedestrian safety campaigns in a concentration area. Campaign to include advertising, public education and enforcement.	09/30/2021
Deliverable Description	Completed Date
Submit first quarterly report. Campaign to include advertising, public education and enforcement.	01/15/2021
Submit second quarterly report. Campaign to include advertising, public education and enforcement.	04/15/2021
Submit third quarterly report. Campaign to include advertising, public education and enforcement.	07/15/2021
Submit combined fourth quarterly report (campaign to include advertising, public education and enforcement) and final report that summarizes activities conducted through the project and provides data about addressing milestones and effectiveness of the project.	10/31/2021

3.6. COMPENSATION

3.6.1. Compensation for the work provided in accordance with this Agreement has been established under the terms of RCW 39.34. The cost of accomplishing the work described in the SOW will not exceed \$54,950.00. Payment for satisfactory performance of the work shall not exceed this amount unless the parties mutually agree to a higher amount in a written Amendment to this Agreement executed by both parties.

3.6.2. If the SUB-RECIPIENT intends to charge indirect costs, an Indirect Cost Rate must be established in accordance with WTSC policies, and a federally approved cost allocation plan may be required to be submitted to the WTSC before any performance is conducted under this Agreement.

3.6.3 The SUB-RECIPIENT must submit a travel authorization form (A-40) to request approval for any travel not defined in the scope of work and for all travel outside of the continental United States. State travel policies (SAAM Chapter 10) would apply.

3.6.4. If WTSC makes travel arrangements on behalf of the SUB-RECIPIENT, state travel policies must be followed. See Washington State Administrative & Accounting Manual (SAAM) Chapter 10.

3.6.5. WTSC will reimburse travel related expenses consistent with the written travel policies of the SUB-RECIPIENT. If no written policy exists, state travel policies (SAAM Chapter 10) apply.

3.6.6. WTSC will only reimburse the SUB-RECIPIENT for travel related expenses for travel defined in the scope of work and budget or for which approval was expressly granted. The SUB-RECIPIENT must provide appropriate documentation (receipts) to support reimbursement requests, including the A-40 Travel Authorization form if required.

3.7. SUMMARY OF PROJECT COSTS

SUMMARY OF COSTS	AMOUNT
Employee salaries and benefits	\$43,950.00
Travel	\$0.00
Contract Services	\$10,000.00
Equipment (listed in the table below)	\$0.00
Goods or other expenses	\$1,000.00
Indirect Costs	\$0.00
TOTAL	\$54,950.00

Budget Narrative

Salaries and Benefits - \$43,950.00

Officer and Deputy overtime for Education and Enforcement efforts, \$36,165.00 will cover approximately 425.47 hours of education and enforcement time at an average rate of \$85 per hour. Each project would utilize about 40 hours of overtime to conduct, which will allow for a minimum of 10 projects to be conducted during the year, depending on size and scope of each submitted project. Smaller agencies will likely have smaller projects, while larger agencies will have more labor intensive projects.

TZM support for the project - 12 hrs/mo X \$54.06/hr for salaries and benefits X 12 month = \$7,785.00.

Travel - \$0.00

Contractual Services - \$10,000.00

\$10,000.00 for digital advertising and radio PSA's.

Equipment - \$0.00

Goods and Services - \$1,000.00

\$1,000 for cost of printing fliers and materials.

Total project funding - \$54.950.00

APPLICABLE STATE AND FEDERAL TERMS AND CONDITIONS:

4. ACTIVITY REPORTS

The SUB-RECIPIENT will submit progress reports on the activity of this project in the form provided by the WTSC using the WTSC Enterprise Management System (WEMS) Progress Reporting process or other alternate means pre-approved by WTSC. The SUB-RECIPIENT will include copies of publications, training reports, and any statistical data generated in project execution in the reports. The final report will be submitted to WTSC within 30 days of termination of this Agreement. WTSC reserves the right to delay the processing of invoices until activity reports are received and approved.

5. ADVANCE PAYMENTS PROHIBITED

No payments in advance of or in anticipation of goods or services to be provided under this Agreement shall be made by the WTSC.

6. AGREEMENT ALTERATIONS AND AMENDMENTS

This Agreement may be amended by mutual agreement of the parties in the form of a written Amendment to this Agreement. Such amendments shall only be binding if they are in writing and signed by personnel authorized to bind each of the parties.

7. ALL WRITINGS CONTAINED HEREIN

This Agreement contains all the terms and conditions agreed upon by the parties. No other understandings, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or to bind any of the parties hereto.

8. ASSIGNMENT

The SUB-RECIPIENT may not assign the work to be provided under this Agreement, in whole or in part, without the express prior written consent of the WTSC, which consent shall not be unreasonably withheld. The SUB-RECIPIENT shall provide the WTSC a copy of all third-party contracts and agreements entered into for purposes of fulfilling the SOW. Such third-party contracts and agreements must follow applicable federal, state, and local law, including but not limited to procurement law, rules, and procedures. If any of the funds provided under this Agreement include funds from NHTSA, such third-party contracts and agreements must include the federal provisions set forth in this Agreement in sections 32 through 40.

9. ATTORNEYS' FEES

In the event of litigation or other action brought to enforce the Agreement terms, each party agrees to bear its own attorney fees and costs.

10. BILLING PROCEDURE

The SUB-RECIPIENT shall submit monthly invoices for reimbursement to WTSC with supporting documentation as WTSC shall require. All invoices for reimbursement shall be submitted through the WEMS invoicing process, or via alternate method if approved by WTSC. Payment to the SUB-RECIPIENT for approved and completed work will be made by warrant or account transfer by WTSC within 30 days of receipt of such properly documented invoices acceptable to WTSC. Upon expiration of the Agreement, any claim for payment not already made shall be submitted within 45 days after the expiration date of this Agreement. All invoices for goods received or services performed on or prior to June 30, 2021, must be received by WTSC no later than August 10, 2021. All invoices for goods received or services performed between July 1, 2021, and September 30, 2021, must be received by WTSC no later than November 15, 2021. WTSC reserves the right to delay the processing of invoices until activity reports required by Section 4 of this agreement, are received and approved.

11. CONFIDENTIALITY/SAFEGUARDING OF INFORMATION

The SUB-RECIPIENT shall not use or disclose any information concerning the WTSC, or information which may be classified as confidential, for any purpose not directly connected with the administration of this Agreement, except with prior written consent of the WTSC, or as may be required by law.

12. COST PRINCIPLES

Costs incurred under this Agreement shall adhere to provisions of 2 CFR Part 200 Subpart E.

13. COVENANT AGAINST CONTINGENT FEES

The SUB-RECIPIENT warrants that it has not paid, and agrees not to pay, any bonus, commission, brokerage, or contingent fee to solicit or secure this Agreement or to obtain approval of any application for federal financial assistance for this Agreement. The WTSC shall have the right, in the event of breach of this section by the SUB-RECIPIENT, to annul this Agreement without liability.

14. DISPUTES

14.1. Disputes arising in the performance of this Agreement, which are not resolved by agreement of the parties, shall be decided in writing by the WTSC Deputy Director or designee. This decision shall be final and conclusive, unless within 10 days from the date of the SUB-RECIPIENT's receipt of WTSC's written decision, the SUB-RECIPIENT furnishes a written appeal to the WTSC Director. The SUB-RECIPIENT's appeal shall be decided in writing by the Director or designee within 30 days of receipt of the appeal by the Director. The decision shall be binding upon the SUB-RECIPIENT and the SUB-RECIPIENT shall abide by the decision.

14.2. Performance During Dispute. Unless otherwise directed by WTSC, the SUB-RECIPIENT shall continue performance under this Agreement while matters in dispute are being resolved.

15. GOVERNANCE

15.1. This Agreement is entered into pursuant to and under the authority granted by the laws of the state of Washington and any applicable federal laws. The provisions of this Agreement shall be construed to conform to those laws.

15.2. In the event of an inconsistency in the terms of this Agreement, or between its terms and any applicable statute or rule, the inconsistency shall be resolved by giving precedence in the following order:

15.2.1. Applicable federal and state statutes and rules

15.2.2. Terms and Conditions of this Agreement

15.2.3. Any Amendment executed under this Agreement

15.2.4. Any SOW executed under this Agreement

15.2.5. Any other provisions of the Agreement, including materials incorporated by reference

16. INCOME

Any income earned by the SUB-RECIPIENT from the conduct of the SOW (e.g., sale of publications, registration fees, or service charges) must be accounted for, reported to

WTSC, and that income must be applied to project purposes or used to reduce project costs.

17. INDEMNIFICATION

17.1. To the fullest extent permitted by law, the SUB-RECIPIENT shall indemnify and hold harmless the WTSC, its officers, employees, and agents, and process and defend at its own expense any and all claims, demands, suits at law or equity, actions, penalties, losses, damages, or costs of whatsoever kind ("claims") brought against WTSC arising out of or in connection with this Agreement and/or the SUB-RECIPIENT's performance or failure to perform any aspect of the Agreement. This indemnity provision applies to all claims against WTSC, its officers, employees, and agents arising out of, in connection with, or incident to the acts or omissions of the SUB-RECIPIENT, its officers, employees, agents, contractors, and subcontractors. Provided, however, that nothing herein shall require the SUB-RECIPIENT to indemnify and hold harmless or defend the WTSC, its agents, employees, or officers to the extent that claims are caused by the negligent acts or omissions of the WTSC, its officers, employees or agents; and provided further that if such claims result from the concurrent negligence of (a) the SUB-RECIPIENT, its officers, employees, agents, contractors, or subcontractors, and (b) the WTSC, its officers, employees, or agents, or involves those actions covered by RCW 4.24.115, the indemnity provisions provided herein shall be valid and enforceable only to the extent of the negligence of the SUB-RECIPIENT, its officers, employees, agents, contractors, or subcontractors.

17.2. The SUB-RECIPIENT waives its immunity under Title 51 RCW to the extent it is required to indemnify, defend, and hold harmless the WTSC, its officers, employees, or agents.

17.3. The indemnification and hold harmless provision shall survive termination of this Agreement.

18. INDEPENDENT CAPACITY

The employees or agents of each party who are engaged in the performance of this Agreement shall continue to be employees or agents of that party and shall not be considered for any purpose to be employees or agents of the other party.

19. INSURANCE COVERAGE

19.1. The SUB-RECIPIENT shall comply with the provisions of Title 51 RCW, Industrial Insurance, if required by law.

19.2. If the SUB-RECIPIENT is not required to maintain insurance in accordance with Title 51 RCW, prior to the start of any performance of work under this Agreement, the SUB-RECIPIENT shall provide WTSC with proof of insurance coverage (e.g., vehicle

liability insurance, private property liability insurance, or commercial property liability insurance), as determined appropriate by WTSC, which protects the SUB-RECIPIENT and WTSC from risks associated with executing the SOW associated with this Agreement.

20. LICENSING, ACCREDITATION, AND REGISTRATION

The SUB-RECIPIENT shall comply with all applicable local, state, and federal licensing, accreditation, and registration requirements and standards necessary for the performance of this Agreement. The SUB-RECIPIENT shall complete registration with the Washington State Department of Revenue, if required, and be responsible for payment of all taxes due on payments made under this Agreement.

21. RECORDS MAINTENANCE

21.1. During the term of this Agreement and for six years thereafter, the SUB-RECIPIENT shall maintain books, records, documents, and other evidence that sufficiently and properly reflect all direct and indirect costs expended in the performance of the services described herein. These records shall be subject to inspection, review, or audit by authorized personnel of the WTSC, the Office of the State Auditor, and federal officials so authorized by law. All books, records, documents, and other material relevant to this Agreement will be retained for six years after expiration. The Office of the State Auditor, federal auditors, the WTSC, and any duly authorized representatives shall have full access and the right to examine any of these materials during this period.

21.2. Records and other documents, in any medium, furnished by one party to this Agreement to the other party, will remain the property of the furnishing party, unless otherwise agreed. The receiving party will not disclose or make available this material to any third parties without first giving notice to the furnishing party and giving them a reasonable opportunity to respond. Each party will utilize reasonable security procedures and protections to assure that records and documents provided by the other party are not erroneously disclosed to third parties.

22. RIGHT OF INSPECTION

The SUB-RECIPIENT shall provide right of access to its facilities to the WTSC or any of its officers, or to any other authorized agent or official of the state of Washington or the federal government, at all reasonable times, in order to monitor and evaluate performance, compliance, and/or quality assurance under this Agreement. The SUB-RECIPIENT shall make available information necessary for WTSC to comply with the right to access, amend, and receive an accounting of disclosures of their Personal Information according to the Health Insurance Portability and Accountability Act of 1996 (HIPAA) or any regulations enacted or revised pursuant to the HIPAA provisions and

applicable provisions of Washington State law. The SUB-RECIPIENT shall upon request make available to the WTSC and the United States Secretary of the Department of Health and Human Services all internal policies and procedures, books, and records relating to the safeguarding, use, and disclosure of Personal Information obtained or used as a result of this Agreement.

23. RIGHTS IN DATA

23.1. WTSC and SUB-RECIPIENT agree that all data and work products (collectively called "Work Product") pursuant to this Agreement shall be considered works made for hire under the U.S. Copyright Act, 17 USC §101 et seq., and shall be owned by the state of Washington. Work Product includes, but is not limited to, reports, documents, pamphlets, advertisement, books, magazines, surveys, studies, computer programs, films, tapes, sound reproductions, designs, plans, diagrams, drawings, software, and/or databases to the extent provided by law. Ownership includes the right to copyright, register the copyright, distribute, prepare derivative works, publicly perform, publicly display, and the ability to otherwise use and transfer these rights.

23.2. If for any reason the Work Product would not be considered a work made for hire under applicable law, the SUB-RECIPIENT assigns and transfers to WTSC the entire right, title, and interest in and to all rights in the Work Product and any registrations and copyright applications relating thereto and any renewals and extensions thereof.

23.3. The SUB-RECIPIENT may publish, at its own expense, the results of project activities without prior review by the WTSC, provided that any publications (written, visual, or sound) contain acknowledgment of the support provided by NHTSA and the WTSC. Any discovery or invention derived from work performed under this project shall be referred to the WTSC, who will determine through NHTSA whether patent protections will be sought, how any rights will be administered, and other actions required to protect the public interest.

24. SAVINGS

In the event funding from state, federal, or other sources is withdrawn, reduced, or limited in any way after the effective date of this Agreement and prior to completion of the SOW under this Agreement, the WTSC may terminate the Agreement under the "TERMINATION FOR CONVENIENCE" clause, without the 30 day notice requirement. The Agreement is subject to renegotiation at the WTSC's discretion under any new funding limitations or conditions.

25. SEVERABILITY

If any provision of this Agreement or any provision of any document incorporated by reference shall be held invalid, such invalidity shall not affect the other provisions of this

Agreement which can be given effect without the invalid provision, if such remainder conforms to the requirements of applicable law and the fundamental purpose of this Agreement, and to this end the provisions of this Agreement are declared to be severable.

26. SITE SECURITY

While on WTSC premises, the SUB-RECIPIENT, its agents, employees, or sub-contractors shall conform in all respects with all WTSC physical, fire, or other security policies and applicable regulations.

27. TAXES

All payments of payroll taxes, unemployment contributions, any other taxes, insurance, or other such expenses for the SUB-RECIPIENT or its staff shall be the sole responsibility of the SUB-RECIPIENT.

28. TERMINATION FOR CAUSE

If the SUB-RECIPIENT does not fulfill in a timely and proper manner its obligations under this Agreement or violates any of these terms and conditions, the WTSC will give the SUB-RECIPIENT written notice of such failure or violation, and may terminate this Agreement immediately. At the WTSC's discretion, the SUB-RECIPIENT may be given 15 days to correct the violation or failure. In the event that the SUB-RECIPIENT is given the opportunity to correct the violation and the violation is not corrected within the 15-day period, this Agreement may be terminated at the end of that period by written notice of the WTSC.

29. TERMINATION FOR CONVENIENCE

Except as otherwise provided in this Agreement, either party may terminate this Agreement, without cause or reason, with 30 days written notice to the other party. If this Agreement is so terminated, the WTSC shall be liable only for payment required under the terms of this Agreement for services rendered or goods delivered prior to the effective date of termination.

30. TREATMENT OF ASSETS

30.1. Title to all property furnished by the WTSC shall remain property of the WTSC. Title to all property furnished by the SUB-RECIPIENT for the cost of which the SUB-RECIPIENT is entitled to be reimbursed as a direct item of cost under this Agreement shall pass to and vest in the WTSC upon delivery of such property by the SUB-RECIPIENT. Title to other property, the cost of which is reimbursable to the SUB-RECIPIENT under this Agreement, shall pass to and vest in the WTSC upon (i) issuance for use of such property in the performance of this Agreement, or (ii)

commencement of use of such property in the performance of this Agreement, or (iii) reimbursement of the cost thereof by the WTSC in whole or in part, whichever first occurs.

30.2. Any property of the WTSC furnished to the SUB-RECIPIENT shall, unless otherwise provided herein or approved by the WTSC, be used only for the performance of this Agreement.

30.3. The SUB-RECIPIENT shall be responsible for any loss or damage to property of the WTSC which results from the negligence of the SUB-RECIPIENT or which results from the failure on the part of the SUB-RECIPIENT to maintain and administer that property in accordance with sound management practices.

30.4. If any WTSC property is lost, destroyed, or damaged, the SUB-RECIPIENT shall immediately notify the WTSC and shall take all reasonable steps to protect the property from further damage.

30.5. The SUB-RECIPIENT shall surrender to the WTSC all property of the WTSC upon completion, termination, or cancellation of this Agreement.

30.6. All reference to the SUB-RECIPIENT under this clause shall also include SUB-RECIPIENT's employees, agents, or sub-contractors.

31. WAIVER

A failure by either party to exercise its rights under this Agreement shall not preclude that party from subsequent exercise of such rights and shall not constitute a waiver of any other rights under this Agreement.

APPLICABLE CERTIFICATIONS AND ASSURANCES FOR HIGHWAY SAFETY GRANTS (23 CFR PART 1300 APPENDIX A):

32. BUY AMERICA ACT

The SUB-RECIPIENT will comply with the Buy America requirement (23 U.S.C. 313) when purchasing items using federal funds. Buy America requires the SUB-RECIPIENT to purchase only steel, iron, and manufactured products produced in the United States, unless the Secretary of Transportation determines that such domestically produced items would be inconsistent with the public interest, that such materials are not reasonably available and of a satisfactory quality, or that inclusion of domestic materials will increase the cost of the overall project contract by more than 25 percent. In order to use federal funds to purchase foreign produced items, the WTSC must submit a waiver request that provides an adequate basis and justification, and which is approved by the Secretary of Transportation.

33. DEBARMENT AND SUSPENSION

Instructions for Lower Tier Certification

33.1. By signing this Agreement, the SUB-RECIPIENT (hereinafter in this section referred to as the “lower tier participant”) is providing the certification set out below and agrees to comply with the requirements of 2 CFR part 180 and 23 CFR part 1300.

33.2. The certification in this section is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

33.3. The lower tier participant shall provide immediate written notice to the WTSC if at any time the lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

33.4. The terms covered transaction, debarment, suspension, ineligible, lower tier, participant, person, primary tier, principal, and voluntarily excluded, as used in this clause, have the meanings set out in the Definitions and Covered Transactions sections of 2 CFR part 180.

33.5. The lower tier participant agrees by signing this Agreement that it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by NHTSA.

33.6. The lower tier participant further agrees by signing this Agreement that it will include the clause titled “Instructions for Lower Tier Certification” including the “Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transaction,” without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions, and will require lower tier participants to comply with 2 CFR part 180 and 23 CFR part 1300.

33.7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to,

check the List of parties Excluded from Federal Procurement and Non-procurement Programs.

33.8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

33.9. Except for transactions authorized under paragraph 33.5. of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, the department or agency with which this transaction originated may disallow costs, annul or terminate the transaction, issue a stop work order, debar or suspend you, or take other remedies as appropriate.

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions

33.10. The lower tier participant certifies, by signing this Agreement, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.

33.11. Where the lower tier participant is unable to certify to any of the statements in this certification, such participant shall attach an explanation to this Agreement.

34. THE DRUG-FREE WORKPLACE ACT OF 1988 (41 U.S.C. 8103)

34.1. The SUB-RECIPIENT shall:

34.1.1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace, and shall specify the actions that will be taken against employees for violation of such prohibition.

34.1.2. Establish a drug-free awareness program to inform employees about the dangers of drug abuse in the workplace; the SUB-RECIPIENT's policy of maintaining a drug-free workplace; any available drug counseling, rehabilitation, and employee assistance programs; and the penalties that may be imposed upon employees for drug violations occurring in the workplace.

34.1.3. Make it a requirement that each employee engaged in the performance of the grant be given a copy of the statement required by paragraph 34.1.1. of this section.

34.1.4. Notify the employee in the statement required by paragraph 34.1.1. of this section that, as a condition of employment under the grant, the employee will abide by the terms of the statement, notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five days after such conviction, and notify the WTSC within 10 days after receiving notice from an employee or otherwise receiving actual notice of such conviction.

34.1.5. Take one of the following actions within 30 days of receiving notice under paragraph 34.1.3. of this section, with respect to any employee who is so convicted: take appropriate personnel action against such an employee, up to and including termination, and/or require such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a federal, state, or local health, law enforcement, or other appropriate agency.

34.1.6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of all of the paragraphs above.

35. FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY ACT (FFATA)

In accordance with FFATA, the SUB-RECIPIENT shall, upon request, provide WTSC the names and total compensation of the five most highly compensated officers of the entity, if the entity in the preceding fiscal year received 80 percent or more of its annual gross revenues in federal awards, received \$25,000,000 or more in annual gross revenues from federal awards, and if the public does not have access to information about the compensation of the senior executives of the entity through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 or section 6104 of the Internal Revenue Code of 1986.

36. FEDERAL LOBBYING

36.1. The undersigned certifies, to the best of his or her knowledge and belief, that:

36.1.1. No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

36.1.2. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of

a Member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, Disclosure Form to Report Lobbying, in accordance with its instructions.

36.1.3. The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including sub-contracts, sub-grants, and contracts under grant, loans, and cooperative agreements), and that all sub-recipients shall certify and disclose accordingly.

36.2. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

37. NONDISCRIMINATION (Title VI, 42 U.S.C. § 2000d et seq.)

37.1. During the performance of this Agreement, the SUB-RECIPIENT agrees:

37.1.1. To comply with all federal nondiscrimination laws and regulations, as may be amended from time to time.

37.1.2. Not to participate directly or indirectly in the discrimination prohibited by any federal non-discrimination law or regulation, as set forth in Appendix B of 49 CFR Part 21 and herein.

37.1.3. To permit access to its books, records, accounts, other sources of information, and its facilities as required by the WTSC, USDOT, or NHTSA.

37.1.4. That, in the event a contractor/funding recipient fails to comply with any nondiscrimination provisions in this contract/funding Agreement, the WTSC will have the right to impose such contract/agreement sanctions as it or NHTSA determine are appropriate, including but not limited to withholding payments to the contractor/funding recipient under the contract/agreement until the contractor/funding recipient complies, and/or cancelling, terminating, or suspending a contract or funding agreement, in whole or in part.

37.1.5. To insert this clause, including all paragraphs, in every sub-contract and sub-agreement and in every solicitation for a sub-contract or sub-agreement that receives federal funds under this program.

38. POLITICAL ACTIVITY (HATCH ACT)

The SUB-RECIPIENT will comply with provisions of the Hatch Act (5 U.S.C. 1501-1508), which limit the political activities of employees whose principal employment activities are funded in whole or in part with federal funds.

39. PROHIBITION ON USING GRANT FUNDS TO CHECK FOR HELMET USAGE

The SUB-RECIPIENT will not use 23 U.S.C. Chapter 4 grant funds for programs to check helmet usage or to create checkpoints that specifically target motorcyclists. This Agreement does not include any aspects or elements of helmet usage or checkpoints, and so fully complies with this requirement.

40. STATE LOBBYING

None of the funds under this Agreement will be used for any activity specifically designed to urge or influence a state or local legislator to favor or oppose the adoption of any specific legislative proposal pending before any state or local legislative body. Such activities include both direct and indirect (e.g., “grassroots”) lobbying activities, with one exception. This does not preclude a state official whose salary is supported with NHTSA funds from engaging in direct communications with state or local legislative officials, in accordance with customary state practice, even if such communications urge legislative officials to favor or oppose the adoption of a specific pending legislative proposal.

41. DESIGNATED CONTACTS

The following named individuals will serve as designated contacts for each of the parties for all communications, notices, and reimbursements regarding this Agreement:

The Contact for the Project is:

Stacey McShane
target.zero@co.snohomish.wa.us
(425) 388-3817

The Contact for WTSC is:

Scott Waller
swaller@wtsc.wa.gov
360-725-9885

42. AUTHORITY TO SIGN

The undersigned acknowledge that they are authorized to execute this Agreement and bind their respective agencies or entities to the obligations set forth herein.

IN WITNESS WHEREOF, the parties have executed this Agreement.

LAKE STEVENS POLICE DEPARTMENT

Signature

Printed Name

Title

Date

WASHINGTON TRAFFIC SAFETY COMMISSION

Signature

Printed Name

Title

Date

INTERAGENCY AGREEMENT

BETWEEN THE

Washington Traffic Safety Commission

AND

THIS AGREEMENT is made and entered into by and between the Washington Traffic Safety Commission, hereinafter referred to as “WTSC,” and [REDACTED], hereinafter referred to as “SUB-RECIPIENT.”

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

1. PURPOSE OF THE AGREEMENT

The purpose of this Agreement is to provide funding, provided by the United States Department of Transportation (USDOT) National Highway Traffic Safety Administration (NHTSA) and allowed under the Assistance Listings Catalog of Federal Domestic Assistance (CFDA) numbers 20.600 and 20.616, for traffic safety grant project **2021-HVE-4044-Region 10 Target Zero Task Force**, specifically to provide funding for the law enforcement agencies in WTSC Region 10 to conduct overtime high-visibility enforcement (HVE) traffic safety emphasis patrols as outlined in the Statement of Work (SOW), in support of Target Zero priorities. The Target Zero Manager (TzM) and/or the Law Enforcement Liaison (LEL) shall coordinate the SOW with the SUB-RECIPIENT with the goal of reducing traffic crashes.

Grant **2021-HVE-4044-Region 10 Target Zero Task Force** was awarded to the **Region 10** to support collaborative efforts to conduct HVE activities. By signing this agreement, the SUB-RECIPIENT is able to seek reimbursement for approved overtime expenses incurred as a participant in the region’s HVE grant.

2. PERIOD OF PERFORMANCE

The period of performance of this Agreement shall commence upon the date of execution by both Parties, but not earlier than October 1, 2020, and remain in effect until September 30, 2021, unless terminated sooner, as provided herein.

3. STATEMENT OF WORK

SCOPE OF WORK:

Note: This statement of work applies only to High Visibility Emphasis patrols (HVE) for traffic safety areas which your region has received HVE funding.

GOAL: To prevent traffic crashes to reduce traffic related deaths and serious injuries through increased enforcement.

STRATEGY: Prevent drivers from engaging in high risk behaviors by increasing their perception of the risk of receiving a citation through high visibility enforcement campaigns (HVE). HVE Campaigns influence driver behavior by creating the perception that there is an increased risk of engaging in risky driving behaviors. This perception is achieved through 1) an increase in media messages about upcoming emphasis periods so that the targeted drivers know when the patrols will occur and what will be enforced and 2) during the patrols drivers have the perception of increased enforcement because they can see a significant and noticeable increase in law enforcement presence (officers pulling cars over) that reinforces the media messages they received and influences them to modify their driving behavior.

OBJECTIVES: Research and experience has shown that the strategy is only effective if all partners that engage in HVE adhere to these requirements. The SUB-RECIPIENT agrees to follow all seven of these requirements.

1. Implement the mobilization plan developed by the local traffic safety task force for each HVE event that includes:
 - a. Problem Statement
 - b. Description of enforcement strategy, including expected law enforcement agencies participating in the event, target violation, and target locations so that the HVE has the greatest chance of preventing traffic crashes.
 - c. Public outreach strategy that targets the drivers most likely to contribute to traffic crashes.
 - d. Evaluation plan
2. The event is data driven. This means data (such as traffic crash data) is used to identify the locations where the HVE should occur and drivers with the highest potential of causing traffic crashes.
3. The enforcement is multijurisdictional and uses a saturation approach. This means SUB-RECIPIENT is coordinating its efforts with adjacent law enforcement agencies so that the driving public has the perception of law enforcement omnipresence on the targeted roads. Enforcement is highly visible – clearly more than a typical day. WTSC proposes that no less than three officers work an HVE.
4. Each participating officer will make at least 3 contacts per hour.
5. The public is made aware of the event before, during, and after the enforcement takes place. This means that messages reach all target audiences in the community, regardless of English proficiency, who use the targeted transportation system. The WTSC will conduct statewide public education campaigns during national campaigns, but it is the responsibility of the SUB-RECIPIENT and task force to ensure that all elements of HVE are being met.
6. Local media are highly involved in the effort to reach communities in which HVE will occur.

7. The SUB-RECIPIENT deploys resources to enforce traffic laws in priority areas throughout the year when HVE is not being implemented.

ADDITIONAL REQUIREMENTS FOR ALL HVE EVENTS:

In addition to the seven critical elements, SUB-RECIPIENT agrees to all of the following requirements for all HVE events.

1. To use the WEMS system provided by the WTSC to record all activities conducted by their commissioned officers pursuant to the HVE events. SUB-RECIPIENT will also ensure all supervisors and fiscal staff have the ability to review and edit those activity logs.
2. All participating staff receive a briefing prior to the event so that every participant understands and can explain all of the items on the briefing list below. This can be done in person (preferred) or electronic via telephone, email, or virtually.
 - Purpose, goals, strategy, and objectives of the specific HVE event with a focus on the targeted locations and driving behaviors
 - List of on-call DREs and request procedures
 - How to fill out their digital activity log in WEMS
 - Information on how the Mobile Impaired Driving Unit will be used (if applicable)
 - Dispatch information
 - All Participating officers
 - Spotter processes (if applicable)
 - Available Draeger machines and locations
3. All officers participating in these patrols are BAC certified and passed the SFST refresher training within the prior three years (this is regardless of ARIDE or DRE Training mentioned below).
4. To utilize all available media platforms it has available (website, email newsletters, social media etc...) to the fullest extent to publicize the HVE events.
5. Make at least one individual available for weekend media contacts, beginning at noon on Fridays before HVE mobilizations.

ADDITIONAL REQUIREMENTS FOR SPECIFIC HVE EVENTS

In addition to the seven critical elements, and the additional requirements of all HVE events, the SUB-RECIPIENT agrees to all of the following requirements for each type of specific HVE in which they will participate.

1. IMPAIRED DRIVING:
 - a. Impaired driving HVE events must begin after 8:00 p.m. and occur between Thursday-Sunday.
 - b. SUB-RECIPIENT will ensure participating officers have made a DUI/DWI arrest within the past twelve months.

- c. SUB-RECIPIENT will participate in national impaired driving HVE events including:
 - i. Holiday DUI Patrols (December 11 – January 2)
 - ii. Drive Sober or Get Pulled Over (August 20 – September 6)

2. DISTRACTED DRIVING

- a. Distracted driving HVE events will be conducted using a team approach with designated spotters.
- b. SUB-RECIPIENT will participate in national impaired driving HVE events including:
 - i. U Drive. U Text. U Pay. (October 5 – 12)
 - ii. On the Road, Off the Phone (April 1 – 19)

3. MOTORCYCLE SAFETY PATROLS

- a. Patrols will focus on the illegal and unsafe driving actions of motorcycles that are known to cause serious and fatal crashes. This includes impaired driving, speeding, and following too closely.
- b. Patrols will focus on the illegal and unsafe driving actions of all other motor vehicles when relating to motorcycles. This includes speeding, failure to yield to a motorcycle, following too closely to a motorcycle, distracted driving, etc.
- c. SUB-RECIPIENT will utilize motorcycle officers in these patrols to the fullest extent possible.
- d. The SUB-RECIPIENT will engage in multijurisdictional HVE patrols, as part of a regional or national effort, for all or part of the following campaigns:
 - i. It's a Fine Line – July 11 – 27, 2021. Note: Patrols must take place Friday, Saturday, or Sunday during the campaign.
 - ii. Oyster Run Event – Summer 2021 (Region 11 only)
 - iii. ABATE Spring Opener – Summer 2021 (Region 12 only)
 - iv. Ocean Shores Motorcycle Event (formerly Bikers at the Beach) – Summer 2021 (Region 2 only)

OTHER CONSIDERATIONS, EXCEPTIONS, AND NOTES REGARDING HVE EVENTS

At least three contacts per hour requirement explained:

- Participating law enforcement officers should make as many contacts as they can during their OT patrol in the spirit of changing driving behavior.
- They must make a minimum of three self-initiated contacts per hour of enforcement unless they engage in a related enforcement activity that prevents them from doing so – in which case, the contact requirement is waived while the officer is addressing that activity. For example, if an officer stops a vehicle and arrests the driver for DUI, he/she is not required to make three contacts per hour for the time spent processing the DUI.
- Other activities, such as collision investigations or emergency response that are not initiated through emphasis patrol contact WILL NOT be reimbursed.

Impaired Driving HVE events:

- The WTSC encourages participation from officers who have successfully completed Advanced Roadside Impaired Driving Enforcement (ARIDE) or are a certified Drug Recognition Expert.

- Exceptions to any impaired driving HVE requirements must be submitted to the WTSC HVE Program Manager for approval.
- Funding in this category can be expended outside of the campaign periods. However, the funds must only be used for impaired driving enforcement and during another national impaired driving enforcement campaign or other large local event/mobilization. Participation during Holiday DUI Patrols and Drive Sober or Get Pulled Over should be prioritized when scheduling enforcement dates.
- The WTSC encourages law enforcement agencies to use this funding to support the professional growth of officers with limited exposure to impaired driving enforcement. With the approval of the region's TZM and WTSC, officers can participate in mentoring for impaired driving enforcement. Requirements for this use of funds include the following:
 - WTSC approval for impaired driving mentorship is done through the HVE Mobilization Plan. Approval for mentorship must be received prior to the activity date.
 - The training officer must be a Drug Recognition Expert or ARIDE trained. TZMs can submit a request for an officer who doesn't meet these requirements to be a mentor. This request must be detailed on the HVE Mobilization Plan.
 - There must be a review of the SFST procedure prior to the enforcement activity.
 - There is a limit of two times per year that an officer can be a mentee.
 - Funds permitting, it is expected that mentees will participate in at least one impaired driving mobilization after completing mentoring.
 - Each region or county-level task force can set additional requirements for participation in this use of funding.
 - To be eligible for this activity, the task force must have a policy for DUI Mentoring. WTSC will provide a model DUI Mentoring policy if requested.
 - Funding will pay for overtime for the mentor officer and the mentee officer.
- This funding can be used to conduct premises checks (such as the Home Safe Bar Program) in bars and other establishments that sell alcohol. To be used for this purpose, the activity must meet the following requirements:
 - Approval for this activity must be done through the HVE Mobilization Plan. This plan must be received by WTSC at least 2 weeks prior to the activity date. It should include details such as the estimated number of hours and officers who will be participating in this activity. It should also include a plan for what officers will discuss with the establishment (Ex. distributing coasters, HVE dedication materials, mobilization creative, etc.)
 - Each establishment is counted as one contact on the Officer Activity Log.
 - The WA Liquor and Cannabis Board should be notified in advance of this activity to encourage collaboration and support.
- These funds can be used for DUI warrant round-up events. Prior approval is needed for these activities and must include evidence of thorough planning to include a threat matrix on warrant suspects, most current address information obtained through the court or local record management system and current Department of Licensing or booking photos on warrant suspects available.

Distracted Driving HVE Events:

- With the State of Washington's distracted driving law, these patrols will be important to ensure through education and enforcement that drivers understand and are following the new law ([RCW 46.61.672](#)).

- These patrols shall be deployed at locations where the data indicates that the most traffic safety benefit can be realized as determined by the local Traffic Safety Task Force. Wherever possible these patrols shall occur in areas with the highest number of past distracted driving violations. This approach has shown to best identify distracted driving violations.
- Spotter Requirement Explained: A distracted driving HVE patrol must consist of at least three officers – one spotter and at least two officers responding to violations.
- This funding can be expended outside of the national campaigns, but the funds must only be used for distracted driving HVE enforcement.

Motorcycle Safety HVE Events:

- Patrols must take place Friday, Saturday, or Sunday during the It's a Fine Line campaign, however the local Traffic Safety Task Force can request to conduct patrols during other days in the week if data shows the need for this. These requests must be sent to the WTSC Program Manager managing the Motorcycle Safety program prior to the enforcement dates.
- During special events, patrols should be scheduled during the dates of the event and could start one day before the official event start date and end one day after the official event end date.

3.1. MILESTONES AND DELIVERABLES

Mobilization

U Drive. U Text. U Pay.

DUI Holiday Patrols

On the Road, Off the Phone

It's a Fine Line

DUI Drive Sober or Get Pulled Over

Dates

October 5 – 12

December 11 - January 2

April 1 - 19

July 11 - 27

August 20 - September 6

3.2. COMPENSATION

3.2.1. Compensation for the overtime work provided in accordance with this Agreement has been established under the terms of RCW 39.34. The cost of accomplishing the work described in the SOW will not exceed dollar total from amounts listed below. Payment for satisfactory performance of the overtime work shall not exceed this amount unless the WTSC and SUB-RECIPIENT mutually agree to a higher amount in a written Amendment to this Agreement executed by both the WTSC and SUB-RECIPIENT. Comp-time is not considered overtime and will not be approved for payment. All law enforcement agencies who are active members of the Region 10 traffic safety task force with a fully executed grant agreement are eligible to participate in this grant.

3.2.2. WTSC will reimburse for personnel overtime expenses at 150 percent of the officer's normal salary rate plus SUB-RECIPIENT's contributions to employee benefits, limited to the following:

- FICA
- Medicare
- Any portion of L & I that is paid by the employer (SUB-RECIPIENT)

- Retirement contributions paid by the employer (SUB-RECIPIENT) can be included if the contribution is based on a percentage of their hours worked

Health insurance, or any other benefits not listed above, are not eligible for reimbursement.

The SUB-RECIPIENT will provide law enforcement officers with appropriate equipment (e.g., vehicles, radars, portable breath testers, etc.) to participate in the emphasis patrols.

3.2.3. Funding alterations are permitted as follows: Upon agreement by the regional TZM and all other parties impacted by a proposed budget alteration, the allocation amounts may be increased or decreased without amending this agreement. HVE grant funds should be managed collaboratively by the SUB-RECIPIENT and the TZM.

These alterations must be requested through email communication among all involved parties, including the TZM, and the WTSC Fiscal Analyst. This communication shall include an HVE Allocation Adjustment form, which details the funding alterations.

Funds within the same HVE campaign budget category only, can be increased and decreased across parties, so long as the modified total does not exceed the regional total allocation per funding category.

3.2.4. These funds, designated for salaries and benefits, are intended to pay for the hourly overtime costs and proportional amounts of fringe benefits of commissioned staff pursuing the activities described in the statement of work. These funds may not be used for any other purpose for example any work required to maintain a law enforcement commission including recertification trainings like firearm qualification.

3.2.5. Dispatch: WTSC will reimburse communications officers/dispatch personnel for work on this project providing SUB-RECIPIENT has received prior approval from their region's TZM. This activity must be overtime and only the expenses listed in section 3.2 and its subsections will be reimbursed.

3.2.6. Transport Officers: WTSC will reimburse transport officers for their work on this project providing SUB-RECIPIENT has received approval from their regions TZM. The TZM will work with the regional LEL to determine if need is warranted for the type of HVE activity. This activity must be overtime and only the expenses listed in section 3.2 and its subsections will be reimbursed.

3.2.7. The law enforcement agency involved will not schedule individual officer overtime shifts for longer than eight hours. WTSC understands there may be instances when more than eight hours are billed due to DUI processing or other reasons and an explanation should be provided on the WEMS Officer Activity Log.

3.2.8. The law enforcement agency involved will ensure that any reserve officer for whom reimbursement is claimed has exceeded his/her normal weekly working hours when participating in an emphasis patrol and is authorized to be paid at the amount requested. Reserve officers may only be paid at the normal hourly rate and not at the 150 percent overtime rate.

3.3. SUMMARY OF PROJECT COSTS

The WTSC has awarded **\$102,000.00** to the **Region 10 Traffic Safety Task Force** for the purpose of conducting coordinated overtime HVE activities. By signing this agreement, the SUB-RECIPIENT is able to seek reimbursement for approved overtime expenses incurred as a participant in this grant. All activity must be coordinated by the region's traffic safety task force and TZM in order to be eligible for reimbursement.

The funding for **Region 10** is as follows:

EMPHASIS PATROL

Impaired Driving Patrols (Section 402, CFDA 20.600)	\$60,000.00
Distracted Driving Patrols (Section 402, CFDA 20.600)	\$27,000.00
Motorcycle Safety (164 Funds, CFDA 20.608)	\$15,000.00

3.3.1. The funds issued under this Agreement are only to be used for the specified category and shall not be commingled between categories.

APPLICABLE STATE AND FEDERAL TERMS AND CONDITIONS:

4. ACTIVITY REPORTS

The SUB-RECIPIENT agrees to have all personnel who work HVE patrols submit a WEMS Officer Activity Log within 24 hours of the end of all shifts worked. These same logs will be associated with invoices as detailed in the "BILLING PROCEDURE" section. Use of the Officer Activity Log in the WTSC's online grant management system, WEMS, is required. Supervisor review and accuracy certification will also be done in WEMS.

5. ADVANCE PAYMENTS PROHIBITED

No payments in advance of or in anticipation of goods or services to be provided under this Agreement shall be made by the WTSC.

6. AGREEMENT ALTERATIONS AND AMENDMENTS

This Agreement may be amended by mutual agreement of the Parties in the form of a written request to amend this Agreement. Such amendments shall only be binding if they are in writing and signed by personnel authorized to bind each of the Parties. Changes to the budget, SUB-RECIPIENT'S Primary Contact, and WTSC Program Manager can be made through email communication and signatures are not required.

7. ALL WRITINGS CONTAINED HEREIN

This Agreement contains all the terms and conditions agreed upon by the Parties. No other understandings,

oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or to bind any of the Parties hereto.

8. ASSIGNMENT

The SUB-RECIPIENT may not assign the work to be provided under this Agreement, in whole or in part, without the express prior written consent of the WTSC, which consent shall not be unreasonably withheld. The SUB-RECIPIENT shall provide the WTSC a copy of all third-party contracts and agreements entered into for purposes of fulfilling the SOW. Such third-party contracts and agreements must follow applicable federal, state, and local law, including but not limited to procurement law, rules, and procedures. If any of the funds provided under this Agreement include funds from NHTSA, such third-party contracts and agreements must include the federal provisions set forth in this Agreement in sections 34 through 42.

9. ATTORNEYS' FEES

In the event of litigation or other action brought to enforce the Agreement terms, each Party agrees to bear its own attorney fees and costs.

10. BILLING PROCEDURE

All invoices for reimbursement of HVE activities will be done using the WTSC's grant management system, WEMS. WEMS Officer Activity logs will be attached to invoices, directly linking the cost of the activity to the invoice. Because the activity, approval, and invoicing are all done within WEMS, no back up documentation is required in most cases.

Once submitted by the SUB-RECIPIENT, invoices are routed to the regional TZM for review and approval. The TZM will submit all approved invoices to the WTSC via WEMS within 10 days of receipt.

Payment to the SUB-RECIPIENT for approved and completed work will be made by warrant or account transfer by WTSC within 30 days of receipt of such properly documented invoices acceptable to WTSC. Upon expiration of the Agreement, any claim for payment not already made shall be submitted within 45 days after the expiration date of this Agreement. All invoices for goods received or services performed on or prior to June 30, 2021, **must be received by WTSC no later than August 10, 2021.** All invoices for goods received or services performed between July 1, 2021 and September 30, 2021, **must be received by WTSC no later than November 15, 2021.**

11. CONFIDENTIALITY/SAFEGUARDING OF INFORMATION

The SUB-RECIPIENT shall not use or disclose any information concerning the WTSC, or information which may be classified as confidential, for any purpose not directly connected with the administration of this Agreement, except with prior written consent of the WTSC, or as may be required by law.

12. COST PRINCIPLES

Costs incurred under this Agreement shall adhere to provisions of 2 CFR Part 200 Subpart E.

13. COVENANT AGAINST CONTINGENT FEES

The SUB-RECIPIENT warrants that it has not paid, and agrees not to pay, any bonus, commission, brokerage, or contingent fee to solicit or secure this Agreement or to obtain approval of any application for

federal financial assistance for this Agreement. The WTSC shall have the right, in the event of breach of this section by the SUB-RECIPIENT, to annul this Agreement without liability.

14. DISPUTES

14.1. Disputes arising in the performance of this Agreement, which are not resolved by agreement of the Parties, shall be decided in writing by the WTSC Deputy Director or designee. This decision shall be final and conclusive, unless within 10 days from the date of the SUB-RECIPIENT's receipt of WTSC's written decision, the SUB-RECIPIENT furnishes a written appeal to the WTSC Director. The SUB-RECIPIENT's appeal shall be decided in writing by the Director or designee within 30 days of receipt of the appeal by the Director. The decision shall be binding upon the SUB-RECIPIENT and the SUB-RECIPIENT shall abide by the decision.

14.2. Performance During Dispute. Unless otherwise directed by WTSC, the SUB-RECIPIENT shall continue performance under this Agreement while matters in dispute are being resolved.

15. GOVERNANCE

15.1. This Agreement is entered into pursuant to and under the authority granted by the laws of the state of Washington and any applicable federal laws. The provisions of this Agreement shall be construed to conform to those laws.

15.2. In the event of an inconsistency in the terms of this Agreement, or between its terms and any applicable statute or rule, the inconsistency shall be resolved by giving precedence in the following order:

15.2.1. Applicable federal and state statutes and rules

15.2.2. Terms and Conditions of this Agreement

15.2.3. Any Amendment executed under this Agreement

15.2.4. Any SOW executed under this Agreement

15.2.5. Any other provisions of the Agreement, including materials incorporated by reference

16. INCOME

Any income earned by the SUB-RECIPIENT from the conduct of the SOW (e.g., sale of publications, registration fees, or service charges) must be accounted for, and that income must be applied to project purposes or used to reduce project costs.

17. INDEMNIFICATION

17.1. To the fullest extent permitted by law, the SUB-RECIPIENT shall indemnify and hold harmless the WTSC, its officers, employees, and agents, and process and defend at its own expense any and all claims, demands, suits at law or equity, actions, penalties, losses, damages, or costs of whatsoever kind ("claims") brought against WTSC arising out of or in connection with this Agreement and/or the SUB-RECIPIENT's performance or failure to perform any aspect of the Agreement. This indemnity provision applies to all claims against WTSC, its officers, employees, and agents arising out of, in connection with, or incident to the acts or omissions of the SUB-RECIPIENT, its officers, employees, agents, contractors, and subcontractors. Provided, however, that nothing herein shall require the SUB-RECIPIENT to indemnify and hold harmless or defend the WTSC, its agents, employees, or officers to the extent that claims are caused by the negligent acts or omissions of the WTSC, its officers, employees or agents; and provided further that if such claims result from the concurrent negligence of (a) the SUB-RECIPIENT, its officers, employees, agents, contractors, or

subcontractors, and (b) the WTSC, its officers, employees, or agents, or involves those actions covered by RCW 4.24.115, the indemnity provisions provided herein shall be valid and enforceable only to the extent of the negligence of the SUB-RECIPIENT, its officers, employees, agents, contractors, or subcontractors.

17.2. The SUB-RECIPIENT waives its immunity under Title 51 RCW to the extent it is required to indemnify, defend, and hold harmless the WTSC, its officers, employees, or agents.

17.3. The indemnification and hold harmless provision shall survive termination of this Agreement.

18. INDEPENDENT CAPACITY

The employees or agents of each Party who are engaged in the performance of this Agreement shall continue to be employees or agents of that Party and shall not be considered for any purpose to be employees or agents of the other Party.

19. INSURANCE COVERAGE

19.1. The SUB-RECIPIENT shall comply with the provisions of Title 51 RCW, Industrial Insurance, if required by law.

19.2. If the SUB-RECIPIENT is not required to maintain insurance in accordance with Title 51 RCW, prior to the start of any performance of work under this Agreement, the SUB-RECIPIENT shall provide WTSC with proof of insurance coverage (e.g., vehicle liability insurance, private property liability insurance, or commercial property liability insurance), as determined appropriate by WTSC, which protects the SUB-RECIPIENT and WTSC from risks associated with executing the SOW associated with this Agreement.

20. LICENSING, ACCREDITATION, AND REGISTRATION

The SUB-RECIPIENT shall comply with all applicable local, state, and federal licensing, accreditation, and registration requirements and standards necessary for the performance of this Agreement. The SUB-RECIPIENT shall complete registration with the Washington State Department of Revenue, if required, and be responsible for payment of all taxes due on payments made under this Agreement.

21. RECORDS MAINTENANCE

21.1. During the term of this Agreement and for six years thereafter, the SUB-RECIPIENT shall maintain books, records, documents, and other evidence that sufficiently and properly reflect all direct and indirect costs expended in the performance of the services described herein. These records shall be subject to inspection, review, or audit by authorized personnel of the WTSC, the Office of the State Auditor, and federal officials so authorized by law. All books, records, documents, and other material relevant to this Agreement will be retained for six years after expiration. The Office of the State Auditor, federal auditors, the WTSC, and any duly authorized representatives shall have full access and the right to examine any of these materials during this period.

21.2. Records and other documents, in any medium, furnished by one Party to this Agreement to the other Party, will remain the property of the furnishing Party, unless otherwise agreed. The receiving Party will not disclose or make available this material to any third Parties without first giving notice to the furnishing Party and giving them a reasonable opportunity to respond. Each Party will utilize reasonable security procedures

and protections to assure that records and documents provided by the other Party are not erroneously disclosed to third Parties.

22. RIGHT OF INSPECTION

The SUB-RECIPIENT shall provide right of access to its facilities to the WTSC or any of its officers, or to any other authorized agent or official of the state of Washington or the federal government, at all reasonable times, in order to monitor and evaluate performance, compliance, and/or quality assurance under this Agreement. The SUB-RECIPIENT shall make available information necessary for WTSC to comply with the right to access, amend, and receive an accounting of disclosures of their Personal Information according to the Health Insurance Portability and Accountability Act of 1996 (HIPAA) or any regulations enacted or revised pursuant to the HIPAA provisions and applicable provisions of Washington State law. The SUB-RECIPIENT shall upon request make available to the WTSC and the United States Secretary of the Department of Health and Human Services all internal policies and procedures, books, and records relating to the safeguarding, use, and disclosure of Personal Information obtained or used as a result of this Agreement.

23. RIGHTS IN DATA

23.1. WTSC and SUB-RECIPIENT agree that all data and work products (collectively called "Work Product") pursuant to this Agreement shall be considered works made for hire under the U.S. Copyright Act, 17 USC §101 et seq., and shall be owned by the state of Washington. Work Product includes, but is not limited to, reports, documents, pamphlets, advertisement, books, magazines, surveys, studies, computer programs, films, tapes, sound reproductions, designs, plans, diagrams, drawings, software, and/or databases to the extent provided by law. Ownership includes the right to copyright, register the copyright, distribute, prepare derivative works, publicly perform, publicly display, and the ability to otherwise use and transfer these rights.

23.2. If for any reason the Work Product would not be considered a work made for hire under applicable law, the SUB-RECIPIENT assigns and transfers to WTSC the entire right, title, and interest in and to all rights in the Work Product and any registrations and copyright applications relating thereto and any renewals and extensions thereof.

23.3. The SUB-RECIPIENT may publish, at its own expense, the results of project activities without prior review by the WTSC, provided that any publications (written, visual, or sound) contain acknowledgment of the support provided by NHTSA and the WTSC. Any discovery or invention derived from work performed under this project shall be referred to the WTSC, who will determine through NHTSA whether patent protections will be sought, how any rights will be administered, and other actions required to protect the public interest.

24. SAVINGS

In the event funding from state, federal, or other sources is withdrawn, reduced, or limited in any way after the effective date of this Agreement and prior to completion of the SOW under this Agreement, the WTSC may terminate the Agreement under the "TERMINATION FOR CONVENIENCE" clause, without the 30-day notice requirement. The Agreement is subject to renegotiation at the WTSC's discretion under any new funding limitations or conditions.

25. SEVERABILITY

If any provision of this Agreement or any provision of any document incorporated by reference shall be held

invalid, such invalidity shall not affect the other provisions of this Agreement which can be given effect without the invalid provision, if such remainder conforms to the requirements of applicable law and the fundamental purpose of this Agreement, and to this end the provisions of this Agreement are declared to be severable.

26. SITE SECURITY

While on WTSC premises, the SUB-RECIPIENT, its agents, employees, or sub-contractors shall conform in all respects with all WTSC physical, fire, or other security policies and applicable regulations.

27. TAXES

All payments of payroll taxes, unemployment contributions, any other taxes, insurance, or other such expenses for the SUB-RECIPIENT or its staff shall be the sole responsibility of the SUB-RECIPIENT.

28. TERMINATION FOR CAUSE

If the SUB-RECIPIENT does not fulfill in a timely and proper manner its obligations under this Agreement or violates any of these terms and conditions, the WTSC will give the SUB-RECIPIENT written notice of such failure or violation, and may terminate this Agreement immediately. At the WTSC's discretion, the SUB-RECIPIENT may be given 15 days to correct the violation or failure. In the event that the SUB-RECIPIENT is given the opportunity to correct the violation and the violation is not corrected within the 15-day period, this Agreement may be terminated at the end of that period by written notice of the WTSC.

29. TERMINATION FOR CONVENIENCE

Except as otherwise provided in this Agreement, either Party may terminate this Agreement, without cause or reason, with 30 days written notice to the other Party. If this Agreement is so terminated, the WTSC shall be liable only for payment required under the terms of this Agreement for services rendered or goods delivered prior to the effective date of termination.

30. TREATMENT OF ASSETS

30.1. Title to all property furnished by the WTSC shall remain property of the WTSC. Title to all property furnished by the SUB-RECIPIENT for the cost of which the SUB-RECIPIENT is entitled to be reimbursed as a direct item of cost under this Agreement shall pass to and vest in the WTSC upon delivery of such property by the SUB-RECIPIENT. Title to other property, the cost of which is reimbursable to the SUB-RECIPIENT under this Agreement, shall pass to and vest in the WTSC upon (i) issuance for use of such property in the performance of this Agreement, or (ii) commencement of use of such property in the performance of this Agreement, or (iii) reimbursement of the cost thereof by the WTSC in whole or in part, whichever first occurs.

30.2. Any property of the WTSC furnished to the SUB-RECIPIENT shall, unless otherwise provided herein or approved by the WTSC, be used only for the performance of this Agreement.

30.3. The SUB-RECIPIENT shall be responsible for any loss or damage to property of the WTSC which results from the negligence of the SUB-RECIPIENT or which results from the failure on the part of the SUB-RECIPIENT to maintain and administer that property in accordance with sound management practices.

30.4. If any WTSC property is lost, destroyed, or damaged, the SUB-RECIPIENT shall immediately notify the WTSC and shall take all reasonable steps to protect the property from further damage.

30.5. The SUB-RECIPIENT shall surrender to the WTSC all property of the WTSC upon completion, termination, or cancellation of this Agreement.

30.6. All reference to the SUB-RECIPIENT under this clause shall also include SUB-RECIPIENT's employees, agents, or sub-contractors.

31. WAIVER

A failure by either Party to exercise its rights under this Agreement shall not preclude that Party from subsequent exercise of such rights and shall not constitute a waiver of any other rights under this Agreement.

APPLICABLE CERTIFICATIONS AND ASSURANCES FOR HIGHWAY SAFETY GRANTS (23 CFR PART 1300 APPENDIX A):

32. BUY AMERICA ACT

The SUB-RECIPIENT will comply with the Buy America requirement (23 U.S.C. 313) when purchasing items using federal funds. Buy America requires the SUB-RECIPIENT to purchase only steel, iron, and manufactured products produced in the United States, unless the Secretary of Transportation determines that such domestically produced items would be inconsistent with the public interest, that such materials are not reasonably available and of a satisfactory quality, or that inclusion of domestic materials will increase the cost of the overall project contract by more than 25 percent. In order to use federal funds to purchase foreign produced items, the WTSC must submit a waiver request that provides an adequate basis and justification, and which is approved by the Secretary of Transportation.

33. DEBARMENT AND SUSPENSION

Instructions for Lower Tier Certification

33.1. By signing this Agreement, the SUB-RECIPIENT (hereinafter in this section referred to as the "lower tier participant") is providing the certification set out below and agrees to comply with the requirements of 2 CFR part 180 and 23 CFR part 1300.

33.2. The certification in this section is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

33.3. The lower tier participant shall provide immediate written notice to the WTSC if at any time the lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

33.4. The terms covered transaction, debarment, suspension, ineligible, lower tier, participant, person, primary tier, principal, and voluntarily excluded, as used in this clause, have the meanings set out in the Definitions and Covered Transactions sections of 2 CFR part 180.

33.5. The lower tier participant agrees by signing this Agreement that it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by NHTSA.

33.6. The lower tier participant further agrees by signing this Agreement that it will include the clause titled "Instructions for Lower Tier Certification" including the "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions, and will require lower tier participants to comply with 2 CFR part 180 and 23 CFR part 1300.

33.7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the List of Parties Excluded from Federal Procurement and Non-procurement Programs.

33.8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

33.9. Except for transactions authorized under paragraph 35.5. of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, the department or agency with which this transaction originated may disallow costs, annul or terminate the transaction, issue a stop work order, debar or suspend you, or take other remedies as appropriate.

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions

33.10. The lower tier participant certifies, by signing this Agreement, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.

33.11. Where the lower tier participant is unable to certify to any of the statements in this certification, such participant shall attach an explanation to this Agreement.

34. THE DRUG-FREE WORKPLACE ACT OF 1988 (41 U.S.C. 8103)

34.1. The SUB-RECIPIENT shall:

34.1.1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and shall specify the actions that will be taken against employees for violation of such prohibition.

34.1.2. Establish a drug-free awareness program to inform employees about the dangers of drug abuse in the workplace; the SUB-RECIPIENT's policy of maintaining a drug-free workplace; any available drug counseling, rehabilitation, and employee assistance programs; and the penalties that may be imposed upon employees for drug violations occurring in the workplace.

34.1.3. Make it a requirement that each employee engaged in the performance of the grant be given a copy of the statement required by paragraph 36.1.1. of this section.

34.1.4. Notify the employee in the statement required by paragraph 36.1.1. of this section that, as a condition of employment under the grant, the employee will abide by the terms of the statement, notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five days after such conviction, and notify the WTSC within 10 days after receiving notice from an employee or otherwise receiving actual notice of such conviction.

34.1.5. Take one of the following actions within 30 days of receiving notice under paragraph 36.1.3. of this section, with respect to any employee who is so convicted: take appropriate personnel action against such an employee, up to and including termination, and/or require such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a federal, state, or local health, law enforcement, or other appropriate agency.

34.1.6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of all of the paragraphs above.

35. FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY ACT (FFATA)

In accordance with FFATA, the SUB-RECIPIENT shall, upon request, provide WTSC the names and total compensation of the five most highly compensated officers of the entity, if the entity in the preceding fiscal year received 80 percent or more of its annual gross revenues in federal awards, received \$25,000,000 or more in annual gross revenues from federal awards, and if the public does not have access to information about the compensation of the senior executives of the entity through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 or section 6104 of the Internal Revenue Code of 1986.

36. FEDERAL LOBBYING

36.1. The undersigned certifies, to the best of his or her knowledge and belief, that:

36.1.1. No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the

entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

36.1.2. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, Disclosure Form to Report Lobbying, in accordance with its instructions.

36.1.3. The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including sub-contracts, sub-grants, and contracts under grant, loans, and cooperative agreements), and that all sub-recipients shall certify and disclose accordingly.

36.2. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

37. NONDISCRIMINATION (Title VI, 42 U.S.C. § 2000d et seq.)

37.1. During the performance of this Agreement, the SUB-RECIPIENT agrees:

37.1.1. To comply with all federal nondiscrimination laws and regulations, as may be amended from time to time.

37.1.2. Not to participate directly or indirectly in the discrimination prohibited by any federal non-discrimination law or regulation, as set forth in Appendix B of 49 CFR Part 21 and herein.

37.1.3. To permit access to its books, records, accounts, other sources of information, and its facilities as required by the WTSC, USDOT, or NHTSA.

37.1.4. That, in the event a contractor/funding recipient fails to comply with any nondiscrimination provisions in this contract/funding Agreement, the WTSC will have the right to impose such contract/agreement sanctions as it or NHTSA determine are appropriate, including but not limited to withholding payments to the contractor/funding recipient under the contract/agreement until the contractor/funding recipient complies, and/or cancelling, terminating, or suspending a contract or funding agreement, in whole or in part.

37.1.5. To insert this clause, including all paragraphs, in every sub-contract and sub-agreement and in every solicitation for a sub-contract or sub-agreement that receives federal funds under this program.

38. POLITICAL ACTIVITY (HATCH ACT)

The SUB-RECIPIENT will comply with provisions of the Hatch Act (5 U.S.C. 1501-1508), which limit the political activities of employees whose principal employment activities are funded in whole or in part with federal funds.

39. PROHIBITION ON USING GRANT FUNDS TO CHECK FOR HELMET USAGE

The SUB-RECIPIENT will not use 23 U.S.C. Chapter 4 grant funds for programs to check helmet usage or to create checkpoints that specifically target motorcyclists. This Agreement does not include any aspects or elements of helmet usage or checkpoints, and so fully complies with this requirement.

40. STATE LOBBYING

None of the funds under this Agreement will be used for any activity specifically designed to urge or influence a state or local legislator to favor or oppose the adoption of any specific legislative proposal pending before any state or local legislative body. Such activities include both direct and indirect (e.g., “grassroots”) lobbying activities, with one exception. This does not preclude a state official whose salary is supported with NHTSA funds from engaging in direct communications with state or local legislative officials, in accordance with customary state practice, even if such communications urge legislative officials to favor or oppose the adoption of a specific pending legislative proposal.

41. DESIGNATED CONTACTS

The following named individuals will serve as designated contacts for each of the Parties for all communications, notices, and reimbursement regarding this Agreement:

The Contact for the SUB-RECIPIENT is:	The Target Zero Manager for Region 10 is:	The Contact for WTSC is:
	Stacey McShane Region 10 Target Zero Manager target.zero@snoco.org 425-388-3817	Manny Gonzalez WTSC Program Manager mgonzalez@wtsc.wa.gov 360-725-9888

42. AUTHORITY TO SIGN

The undersigned acknowledges that they are authorized to execute this Agreement and bind their respective agencies or entities to the obligation set forth herein.

IN WITNESS WHEREOF, the parties have executed this Agreement.

<hr/> Signature	WASHINGTON TRAFFIC SAFETY COMMISSION
<hr/> Printed Name	<hr/> Signature
<hr/> Title	<hr/> Printed Name
<hr/> Date	<hr/> Title
	<hr/> Date



Grant Requirements Acknowledgement Form for High Visibility Enforcement (HVE) Mobilizations

WEMS ID: 2021-HVE-4044-Region 10 Target Zero Task Force

Before beginning work on this grant project, the grantee Project Manager should thoroughly read and understand the terms of the Interagency Agreement (IAA). This Grant Requirements Acknowledgement Form provides an explanation of some key terms and highlights but is not comprehensive. If the Project Manager has questions after reviewing this document, please refer to the WTSC Grants Management Manual, or contact the WTSC Program Manager assigned to this grant.

When you, the grant Project Manager, agree to this document, you certify that you understand the grant requirements and agree to fully comply with the terms and conditions set forth in the Agreement/Contract, as well as additional federal requirements outlined in the Code of Federal Regulations for Federal Grants and Agreements, as referenced below.

If anything in this document conflicts with the Agreement/Contract, the Agreement/Contract takes precedence.

Before you begin work, you must have:

- A fully executed IAA or contract signed by both parties.
- Attested to the Grant Requirements Acknowledgment Form (this document).

Work cannot begin before the start date on the IAA, or before the IAA is signed by all parties. WTSC will only reimburse expenses incurred after the IAA is fully executed.

Select Contract Provisions:

- **Statement of Work:** This summarizes the work to be done for this grant. If this changes significantly, the grantee will need to request a change in WEMS, and an IAA amendment may be required.
- **High Visibility Enforcement (HVE) Operational Requirements:** The specific HVE requirements listed in the Scope of Work are extremely important to the success of the high visibility enforcement strategy. ALL of these requirements must be followed.
- **WEMS Digital Activity Log:** WTSC requires all agencies participating in high visibility enforcement to use the WEMS system to document the activity of all participating officers. An officer cannot participate if they do not have a WEMS account and do not input their activities into the WEMS digital activity log.
- **Officer Training Requirements:** Starting March 31, 2021, WTSC will begin to enforce the training requirements of participating officers. Any officer participating officer must document in WEMS that they have current qualifications for BAC and SFST.
- **Period of Performance:** All work must be completed, and goods and services must be received, during the period of performance on the IAA.

- **Compensation:**
 - Comp time is not an allowable expense for reimbursement on a high visibility enforcement (HVE) campaign contract or other OT (Overtime) patrol projects. The funding for these types of projects are for the actual activity of patrolling and comp time or any other type of leave will not be reimbursed.
 - All expenses must be incurred during the period of performance on the IAA.
 - Expenses cannot exceed the total amount of the agreement and must fall within the amounts of each budget category as listed in the IAA.
 - Funds may be moved, with prior approval and within certain limits, between planned budget categories. A formal request must be submitted to the Target Zero Manager.
- **Advance Payments Prohibited:** WTSC cannot pay for any costs prior to the work being completed or the goods being delivered.
- **Agreement Alterations and Amendments:** If your agency wants to seek an exception to any of the HVE operational requirements, you must submit an exception request to the WTSC's primary contact listed in the in Interagency Agreement.
- **Billing Procedure:** Your agency is required to utilize the Digital Activity Log in the WEMS system, supplied by the WTSC for all of your invoices. Your local TZM can give you training and support if you need assistance using this system.
- **Buy America Act:** For any manufactured goods over \$5,000, the grantee must provide written certification that the goods, including IT software and hardware, were produced in the USA.
- **Cost Principles:** Grantee cannot use grant funds to replace routine and/or existing staff or expenditures. Must comply with [2 CFR Part 200 Subpart E](#).
- **Income:** Any income generated with this grant must be accounted for and applied to project purposes or used to reduce project costs.
- **Lobbying/Political Activity:** Because this grant uses federal funds, no work being funded by this grant can be used to lobby or otherwise influence state or federal officials, or support or oppose legislation; there is an allowance for "customary state practice."
- **Records Maintenance:** Maintain records pertaining to this agreement for 6 years after expiration

Other Requirements:

- **Promotional Item Purchase Restrictions:** No promotional items can be purchased with these grant funds.
- **Single Audit Requirements:** Required of an entity that expends \$750,000 or more annually of federal funds, federal grants, or federal awards; usually performed annually.

By checking this box and typing your name below, you certify that you agree to fully comply with the terms and conditions set forth in the Agreement, as well as the requirements listed in this document. Typing your name below constitutes your electronic signature on this document.

I Agree

(Name, Agency, Title)

(Date)



LAKE STEVENS CITY COUNCIL
STAFF REPORT

Council Agenda 10/13/2020
Date: _____

Subject: Comcast Franchise

Contact

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

RECOMMENDATION(S)/ACTION REQUESTED OF COUNCIL:

Approve Ordinance 1097 to approve 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 28, 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.
8. Free online training program is available here: <https://www.internetessentials.com/learning>

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. To qualify you must be apart of other programs such as National School Lunch Program, housing assistance, Medicaid, SNAP, SSI, WIC, Federal Pell Grant, VA Pension, Tribal assistance.

To apply <https://apply.internetessentials.com/UploadOnReturn>.

APPLICABLE CITY POLICIES:

BUDGET IMPACT: 5% of their gross revenues

ATTACHMENTS: Ordinance 1097 – Comcast Franchise Agreement

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

ORDINANCE NO. 1097

AN ORDINANCE 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

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1.8 “ <u>Cable Act</u> ” 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.	3
1.9 “ <u>Cable Operator</u> ” 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.	3
1.10 “ <u>Cable Service</u> ” 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.....	3
1.11 “ <u>Cable System</u> ” 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:.....	3
1.12 “ <u>Capital Contribution</u> ” means a fee required by this franchise for Access facilities pursuant to 47 U.S.C 542(g)(2)(C).”	3
1.13 “ <u>Channel</u> ” 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.	4
1.14 “ <u>City</u> ” means the City of Lake Stevens, Washington, a municipal corporation, of the State of Washington.	4
1.15 “ <u>Customer Service Representative</u> ” or “ <u>CSR</u> ” 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.	4
1.16 “ <u>Designated Access Provider</u> ” 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.	4
1.17 “ <u>Downstream Channel</u> ” means a Channel capable of carrying a transmission from the Headend to remote points on the Cable System.....	4
1.18 “ <u>Dwelling Unit</u> ” 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.....	4
1.19 “ <u>FCC</u> ” means the Federal Communications Commission or its lawful successor.	4
1.20 “ <u>Fiber Optic</u> ” means a transmission medium of optical fiber cable, along with all associated electronics and equipment capable of carrying electric lightwave pulses.	4
1.21 “ <u>Franchise</u> ” 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. 4

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. 4

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: 4

1.24 “Grantee” means Comcast Cable Communications, LLC or its lawful successor, transferee or assignee. 5

1.25 “Gross Revenues” 5

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..... 7

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..... 8

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..... 8

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. 8

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:..... 8

1.31 “Service Interruption” means the loss of picture or sound on one or more cable Channels. 8

1.32 “State” means the State of Washington..... 8

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..... 9

1.34 “Tier” means a category of Cable Services provided by Grantee for which a separate rate is charged..... 9

1.35 “Video Programming” means programming provided by, or generally considered comparable to programming provided by, a television broadcast station, or cable programming provider..... 9

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2.5 <u>Grant of Other Franchises</u>	12
2.6 <u>Familiarity with Franchise</u> 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.....	13
2.7 <u>Effect of Acceptance</u> By accepting the Franchise, Grantee:.....	14
2.8 <u>Police Powers</u> 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.....	14
2.9 <u>Franchise Area</u> 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.	14
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3.1 <u>Franchise Fee</u> 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	

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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..... 14

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. 15

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. 15

3.4 Franchise Fee Reports 15

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. 15

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. 15

3.6 Financial Records Grantee agrees to meet with a representative of the City upon request to review 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. 15

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. 16

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. 16

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. 16

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 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

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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..... 16

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. 17

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. 17

SECTION 4. - ADMINISTRATION AND REGULATION..... 17

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..... 17

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: 17

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. 18

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..... 18

4.5 Performance Evaluation 18

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. 19

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8.1 <u>Broad Programming Categories</u> Grantee shall provide at least the following broad categories of programming to the extent such categories are reasonably available.	30
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8.3 <u>Obscenity</u> 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.	30
8.4 <u>Services for the Disabled</u> Grantee shall comply with the Americans With Disabilities Act and any amendments or successor legislation thereto.	30
8.5 <u>Parental Control Device</u> 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	

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any Channels. Grantee shall inform its Subscribers of the availability of the lockout device at the time of their initial subscription and periodically thereafter..... 30

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..... 31

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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..... 34

9.7 Return Connectivity 34

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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. 35

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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. 40

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. 40

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 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. 40

10.11 Hazardous Substances 41

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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. 43

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.	43
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10.17 <u>Work of Contractors and Subcontractors</u> 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.	44
10.18 <u>Pole Transfers</u> 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.	44
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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	45
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11.3 <u>No Income Discrimination</u> 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.	46
11.4 <u>Enforceability of Design and Performance Requirements</u> Grantee acknowledges that the minimum Cable System design and performance requirements set forth in this Franchise are enforceable, to the extent allowed by law. 46	
11.5 <u>System Review</u> 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.	46
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17.2 <u>Notices</u> 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:.....	57
SECTION 18. - MISCELLANEOUS PROVISIONS	57
18.1 <u>Cumulative Rights</u> 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 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.	57

18.2	<u>Costs to be Borne by Grantee</u> 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.	58
18.3	<u>Binding Effect</u> This Franchise shall be binding upon the parties hereto, their permitted successors and assigns.	58
18.4	<u>Authority to Amend</u> This Franchise may be amended at any time by written agreement between the parties.	58
18.5	<u>Venue</u> 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.....	58
18.6	<u>Governing Laws</u> 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.	58
18.7	<u>Captions</u> 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.	58
18.8	<u>No Joint Venture</u> 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.	58
18.9	<u>Waiver</u> 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.	58
18.10	<u>Severability</u> 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.	59
18.11	<u>Compliance with Federal, State and Local Laws</u> Grantee shall comply with applicable federal, state and local laws, rules and regulations, now existing or hereafter adopted.	59
18.12	<u>Force Majeure</u> 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..... 59

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..... 59

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..... 59

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..... 59

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 such an acceptance shall be deemed a rejection by Grantee and this Franchise shall then be voidable at the discretion of the City..... 59

18.17 No Third-Party Beneficiaries There are no third party beneficiaries to this Franchise. 60

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. 60

SECTION 19. - EFFECTIVE DATE..... 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.

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- 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).”

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- 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;

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- (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.

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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,

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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

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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

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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

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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:

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- (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,

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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

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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

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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:

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- 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

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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

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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:

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- (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

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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

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- 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

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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.

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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

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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.

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- (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

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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

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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.

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- 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,

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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.

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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

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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 facilities 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

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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

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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

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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

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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.

THE CITY OF LAKE STEVENS

MAYOR, JOHN SPENCER

ATTEST/AUTHENTICATED:

THE CITY CLERK, KATHEY PUGH

APPROVED AS TO FORM:

OFFICE OF THE CITY ATTORNEY

GREG RUBESTELLO, CITY ATTORNEY

FILED WITH THE CITY CLERK:

PASSED BY THE CITY COUNCIL:

PUBLISHED:

EFFECTIVE DATE:

ORDINANCE NO.

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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: _____

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Council Agenda Date: October 13, 2020

Subject: Public hearing to Annex 67 acres known as the Machias Industrial Annexation

Contact Person/Department:	Russ Wright, Community Development Director	Budget Impact:	None
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RECOMMENDATION(S)/ACTION REQUESTED OF COUNCIL:

1. Close public hearing for Machias Industrial Annexation and direct staff to bring back an ordinance annexing the territory upon completion of the Boundary Review Board comment period.

DISCUSSION:

City Council held a public hearing for the Machias Industrial Annexation on August 25, 2020 continued to October 13, 2020. The City Council approved a revised 60 percent petition on September 22, 2020 through revised Resolution 2020-19. The Snohomish County Assessor's office certified the petition on September 25, 2020. Staff submitted the petition to the Boundary Review Board on September 30, 2020.

BACKGROUND

On August 16, 2017, the city of Lake Stevens received an annexation petition signed by the property owner representing more than 10 percent of the assessed value in the Machias Industrial Annexation area. The property is approximately 67 acres and 18 parcels totaling over \$7.25 million in value. The annexation would include the right-of-way along Machias Road. Located adjacent to Lake Stevens city limits, the Machias Industrial Annexation area is currently zoned Heavy Industrial. The city adopted land use and zoning designations for its Urban Growth Area with the adoption of Ordinances 1073 and 1074 for its Urban Growth Area. These ordinances designated the subject properties GI (General Industrial) in the City's Comprehensive Plan and Official Zoning Map.

Public meetings were held on April 20, 2017 and September 8, 2017 with subsequent meetings with individual property owners since. The City Council passed Resolution 2017-015 accepting the petition and allowing circulation of the 60 percent petition. The Council approved an updated 10 percent request on August 27, 2019.

At its August 11, 2020 special meeting, City Council approved Resolution 2020-19 authorizing a Notice of Intent to Annex to be submitted to the County and Boundary Review Board (BRB). After the City Council passed Resolution 2020-19, the Snohomish County Assessor's office identified scrivener's errors in the petition and legal description and requested additional certification documentation for the petitioners.

NEXT STEPS

Final action to annex the territory will be brought back to Council following the required 45-day Boundary Review Board comment period. Council would formally annex the territory in late November or early December by ordinance. After annexing the territory, staff will prepare and send census data to the Office of Financial Management.

ATTACHED

Draft Ordinance 1094

**City of Lake Stevens
Lake Stevens, WA**

ORDINANCE NO. 1094

AN ORDINANCE OF THE CITY OF LAKE STEVENS, WASHINGTON ANNEXING APPROXIMATELY SIXTY (67) ACRES KNOWN AS THE “MACHIAS INDUSTRIAL ANNEXATION,” INTO THE CITY PURSUANT TO RCW 35A.14.120; ASSIGNING ZONING AND COMPREHENSIVE PLAN DESIGNATIONS UPON ANNEXATION IN CONFORMANCE WITH ORDINANCES 1073 AND 1074; REQUIRING ASSUMPTION OF A PROPORTIONATE SHARE OF CITY INDEBTEDNESS AND PROVIDING FOR SEVERABILITY AND AN EFFECTIVE DATE AND PROVIDING FOR SUMMARY PUBLICATION BY ORDINANCE TITLE ONLY.

WHEREAS, The Lake Stevens City Council (Council) adopted Ordinance No. 937 establishing the 2015 – 2035 Comprehensive Plan that sets planning goals, policies and implementation strategies for the Lake Stevens Urban Growth Area (UGA) pursuant to Chapter 36.70A RCW; and

WHEREAS, the City of Lake Stevens (City) and Snohomish County entered an updated Interlocal Agreement related to Annexation and Urban Development in the Lake Stevens UGA recorded under Auditors File No. 200511100706 on November 10, 2005; and

WHEREAS, the City Council has reviewed the City’s annexation strategy to determine whether it is consistent with current practices, policies and procedures and thus, the City Council adopted Resolution 2016-21; and

WHEREAS, pursuant to RCW 35A.14.120 the City Council adopted resolution 2017-015 accepting a 10% petition, authorizing the circulation of a 60% petition for annexation and designating comprehensive plan and zoning for the proposed “Machias Industrial” annexation area; and

WHEREAS, the City Council reaffirmed its support of Resolution 2017-105 and accepted an updated 10% annexation on August 27, 2019, authorizing the circulation of a 60% petition for annexation and designating comprehensive plan and zoning for the proposed “Machias Industrial Annexation” pursuant to RCW 35A.14.120; and

WHEREAS, pursuant to RCW 35A.14.120, the petitioner obtained the signatures of property owners representing more than 60% of the current total assessed value of all parcels within the proposed annexation area in attached Exhibit A and depicted in attached Exhibit B; and

WHEREAS, pursuant to RCW 35A.01.040 the Snohomish County Assessor’s Office certified the 60% petition as sufficient on September 25, 2020; and

WHEREAS, the city adopted land use and zoning designations for its Urban Growth Area with the adoption of Ordinances 1073 and 1074 for its Urban Growth Area. These Ordinances designated the subject properties in the City’s Comprehensive Plan as GI (General Industrial) and the on the City’s Official Zoning Map as GI (General Industrial); and

WHEREAS, the annexation area being contiguous with the existing city limits, lies within unincorporated Snohomish County, and may generally be described as an area of approximately 60 acres and associated right-of-way as depicted in the map attached as Exhibit C. Said unincorporated annexation area is within the City's Urban Growth Area and includes the abutting right-of-way; and

WHEREAS on August 11, 2020 the City Council considered the Machias Industrial Annexation, and accepted the 60% Petitions and issued a Notice of Intent to Annex the area by passing Resolution 2020-19 and;

WHEREAS, on August 25, 2020 a properly noticed public hearing was held pursuant to RCW 35A.14.130 and all persons who wished to provide testimony were heard and City Council approved its intent to annex the proposed area and;

WHEREAS, on September 30, 2020 the City submitted a Notice of Intent to the Snohomish Boundary Review Board and the Board reviewed said Notice and associated materials and deemed said Notice of Intent complete issuing an effective filing date of **October XX, 2020**.

WHEREAS, the 45-day review period for the Snohomish County Boundary Review Board expired on **November XX, 2020** without a request for Board review; and

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

SECTION 1. Annexation. The property described in attached Exhibit A and depicted in attached Exhibit B is hereby annexed into the City of Lake Stevens on the effective date of this ordinance.

SECTION 2. The area legally described in attached Exhibit A and depicted in attached Exhibit B shall be required to assume its proportionate share of the general indebtedness of the City of Lake Stevens at the time of the effective date of such annexation.

SECTION 3. The area shown and described in attached Exhibits A and B, shall be designated in the City's Comprehensive Plan as GI (General Industrial) and on the City's Official Zoning Map as GI (General Industrial) consistent with Ordinances 1073 and 1074.

SECTION 4. Severability. If any section, clause, phrase, or term of this ordinance is held for any reason to be invalid or unconstitutional, such decision shall not affect the validity of the remaining portions of this ordinance, and the remaining portions shall be in full force and effect.

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

SECTION 6. Upon passage of this ordinance a certified copy shall be transmitted to the Clerk of the Snohomish County Council as required by RCW 35A.14.440.

PASSED by the City Council of the City of Lake Stevens this 24th day of November 2020.

Brett Gailey, Mayor

ATTEST:

Kelly Chelin, City Clerk

APPROVED AS TO FORM:

Greg Rubstello, City Attorney

First and Final Reading: November 24, 2020
Effective Date:

Exhibit A

**CITY OF LAKE STEVENS ANNEXATION LEGAL DESCRIPTION
MACHIAS AREA**

Those portions of the Southwest quarter of Section 04, the Southeast quarter of Section 5, the Northwest quarter and the Southwest quarter of Section 09, in Township 29 North, Range 6 East, W.M., in Snohomish County, Washington, described as follows:

Beginning at the Northwest corner of the Southwest quarter of said Section 4;

Thence Easterly, 10 feet plus or minus, to the easterly right of way of N Machias Road;

Thence southerly along said east right of way, 2,750 feet plus or minus, to the northerly right of way of 28th Street NE;

Thence Southeasterly, 52 feet plus or minus, to the Southerly right of way of 28th Street NE and it's intersection with the easterly right of way of N Machias Road;

Thence Southerly along the east right of way, 314 feet plus or minus, to the South line of the North 350 feet of the Northwest quarter of said Section 9;

Thence easterly along the south line of the North 350 feet of said Northwest quarter, 534 feet plus or minus, to the west line of the East 482 feet of the Northwest quarter of the Northwest quarter of said Section 9;

Thence southerly along the east line of the East 482 feet of the said Northwest quarter, 482 feet plus or minus, to the south line of the North 837.6 feet of the Northwest quarter of the Northwest quarter of said Section 9;

Thence easterly along the south line of the North 837.6 feet of the said Northwest quarter, 218 feet plus or minus, to the west line of the East 264 feet of the Northwest quarter of the Northwest quarter of said Section 9;

Thence southerly along the east line of the East 264 feet of the said Northwest quarter, 537 feet plus or minus, to the south line of the Northwest quarter of the Northwest quarter;

Thence easterly along the south line of the said Northwest quarter, 264 feet plus or minus to the east line of the Northwest quarter of the Northwest quarter;

Thence continuing east along the south line of the Northeast quarter of the Northwest quarter of said Section 9, 414 feet plus or minus, to the intersection with the westerly easement of the Bonneville Power Transmission Line;

Thence southerly along the said easement of the Bonneville Power Transmission Line, 1388 feet plus or minus, to the south line of the Northwest quarter of said Section 9;

Thence westerly along the said south line of the Northwest quarter, 235 feet plus or minus, to the east line of the Northwest quarter of the Southwest quarter of said Section 9;

Thence southerly along said east line of the Southwest quarter, 794 feet plus or minus, to the northerly right of way of N Machias Road;

Thence southeasterly along said northerly right of way, 143 feet plus or minus, to its intersection with the north line of the South 450 feet of the Northeast quarter of the Southwest quarter of said Section 9

Thence westerly along the north line of the South 450 feet of the said Northwest quarter, 55 feet plus or minus, to the westerly right of way of N Machias Road;

Thence northwesterly, northerly along the westerly right of way of N Machias Road; 3950 feet plus or minus, to the north line of said Section 9;

Thence westerly along the north line of said Section 9, 251 feet plus or minus, to the Northwest corner of Section 9;

Thence easterly along the northerly right of way of 28th Street NE, 220 feet plus or minus, to its intersection with the westerly right of way of N Machias Road;

Thence northerly along the westerly right of way of said N Machias Road, 2675 feet plus or minus, to the north line of the Southeast quarter of said Section 5;

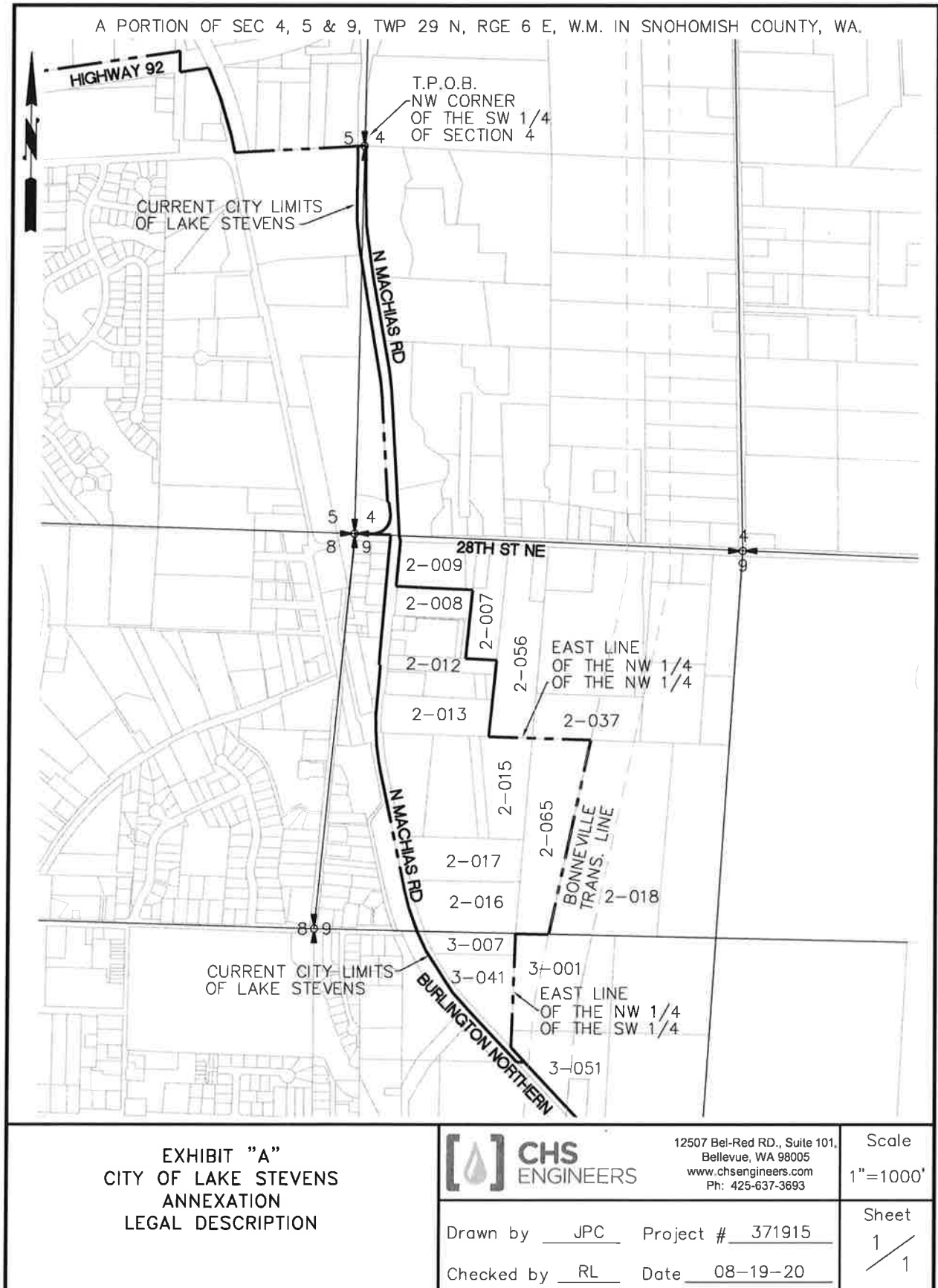
Thence easterly, 50 feet plus or minus, to the Northwest corner of the Southwest quarter of said Section 4 and the True Point of Beginning.



This legal description/exhibit was initiated by CHS Engineers, LLC and this deliverable was completed by David Evans and Associates, Inc. The licensed professional whose stamp is affixed hereto has continuously acted as the professional in responsible charge and prepared or directed all phases of the work and legal description/exhibit.



Exhibit B





LAKE STEVENS CITY COUNCIL
STAFF REPORT

Council

Agenda Date: October 13, 2020

Subject: Letter Supporting Adoption of a 0.1% Sales Tax for Affordable Housing

Contact Anji Jorstad, Councilmember
Person/Department:

Budget \$0 to
Impact: implement

RECOMMENDATION(S)/ACTION REQUESTED OF COUNCIL: Discuss support of Snohomish County adopting of a 0.1% sales tax for affordable housing through councilmanic action.

SUMMARY/BACKGROUND: During the 2019 Regular Session of the Washington State Legislature, Substitute House Bill 1406 was passed, which authorized local governments to impose a local sales and use tax for the acquisition, construction or rehabilitation of affordable housing or facilities that provide supportive housing. This tax is credited against state sales tax already collected within Lake Stevens and does not result in higher sales and use taxes within the city limits. On April 14, 2020, the City Council adopted Ordinance 1082 authorizing a sales and use tax for affordable and supportive housing in accordance with Substitute House Bill 1406. At the time of its adoption, Council as a member of the Snohomish County Affordable Housing Consortium, expressed support to pool funding received under SHB and provide affordable housing within the service area of member cities.

As a follow-up measure the legislature passed HB 1590 in 2020, which allows a county or city legislative authority to impose the local sales and use tax for housing and related services by councilmanic action, rather than vote by a proposition. A minimum of 60 percent of revenues collected must be used for constructing affordable housing and facilities providing housing-related services, constructing mental and behavioral health-related facilities, or funding the operations and maintenance costs of newly constructed affordable housing, facilities providing housing-related services, or evaluation and treatment centers. The Bill Summary is attached as Exhibit A.

The Alliance for Affordable Housing is requesting that member cities provide their formal support to request that the County adopt a 0.1% sales tax for affordable housing through councilmanic action. The draft letter is attached as Exhibit B.

APPLICABLE CITY POLICIES: Comprehensive Plan Housing Element

BUDGET IMPACT: None

ATTACHMENTS:

- Exhibit A House Bill 1590 Summary
- Exhibit B Draft AHA Support Letter

CERTIFICATION OF ENROLLMENT

HOUSE BILL 1590

Chapter 222, Laws of 2020

66th Legislature
2020 Regular Session

AFFORDABLE HOUSING SALES AND USE TAX--COUNCILMANIC AUTHORITY

EFFECTIVE DATE: June 11, 2020

Passed by the House March 9, 2020
Yeas 52 Nays 44

LAURIE JINKINS

**Speaker of the House of
Representatives**

Passed by the Senate March 6, 2020
Yeas 27 Nays 21

CYRUS HABIB

President of the Senate

Approved March 31, 2020 10:44 AM

JAY INSLEE

Governor of the State of Washington

CERTIFICATE

I, Bernard Dean, Chief Clerk of the House of Representatives of the State of Washington, do hereby certify that the attached is **HOUSE BILL 1590** as passed by the House of Representatives and the Senate on the dates hereon set forth.

BERNARD DEAN

Chief Clerk

FILED

March 31, 2020

**Secretary of State
State of Washington**

HOUSE BILL 1590

AS AMENDED BY THE SENATE

Passed Legislature - 2020 Regular Session

State of Washington

66th Legislature

2019 Regular Session

By Representatives Doglio, Dolan, Macri, Cody, Gregerson, Wylie, Appleton, Robinson, Ormsby, Frame, and Davis

Read first time 01/24/19. Referred to Committee on Housing, Community Development & Veterans.

1 AN ACT Relating to allowing the local sales and use tax for
2 affordable housing to be imposed by a councilmanic authority; and
3 amending RCW 82.14.530.

4 BE IT ENACTED BY THE LEGISLATURE OF THE STATE OF WASHINGTON:

5 **Sec. 1.** RCW 82.14.530 and 2015 3rd sp.s. c 24 s 701 are each
6 amended to read as follows:

7 (1)(a)(i) A county legislative authority may submit an
8 authorizing proposition to the county voters at a special or general
9 election and, if the proposition is approved by a majority of persons
10 voting, impose a sales and use tax in accordance with the terms of
11 this chapter. The title of each ballot measure must clearly state the
12 purposes for which the proposed sales and use tax will be used. The
13 rate of tax under this section may not exceed one-tenth of one
14 percent of the selling price in the case of a sales tax, or value of
15 the article used, in the case of a use tax.

16 (ii) As an alternative to the authority provided in (a)(i) of
17 this subsection, a county legislative authority may impose, without a
18 proposition approved by a majority of persons voting, a sales and use
19 tax in accordance with the terms of this chapter. The rate of tax
20 under this section may not exceed one-tenth of one percent of the

1 selling price in the case of a sales tax, or value of the article
2 used, in the case of a use tax.

3 (b) (i) If a county (~~((with a population of one million five~~
4 ~~hundred thousand or less has not imposed))~~ does not impose the full
5 tax rate authorized under (a) of this subsection (~~((within two years~~
6 ~~of October 9, 2015))~~ by September 30, 2020, any city legislative
7 authority located in that county may (~~(submit))~~ :

8 (A) Submit an authorizing proposition to the city voters at a
9 special or general election and, if the proposition is approved by a
10 majority of persons voting, impose the whole or remainder of the
11 sales and use tax rate in accordance with the terms of this chapter.
12 The title of each ballot measure must clearly state the purposes for
13 which the proposed sales and use tax will be used;

14 (B) Impose, without a proposition approved by a majority of
15 persons voting, the whole or remainder of the sales and use tax rate
16 in accordance with the terms of this chapter.

17 (ii) The rate of tax under this section may not exceed one-tenth
18 of one percent of the selling price in the case of a sales tax, or
19 value of the article used, in the case of a use tax.

20 (~~((ii) If a))~~ (iii) A county with a population of greater than
21 one million five hundred thousand (~~((has not imposed the full))~~ may
22 impose the tax authorized under (a) (ii) of this subsection (~~((within~~
23 ~~three years of October 9, 2015, any city legislative authority))~~ only
24 if the county plans to spend at least thirty percent of the moneys
25 collected under this section that are attributable to taxable
26 activities or events within any city with a population greater than
27 sixty thousand located in that county (~~((may submit an authorizing~~
28 ~~proposition to the city voters at a special or general election and,~~
29 ~~if the proposition is approved by a majority of persons voting,~~
30 ~~impose the whole or remainder of the sales and use tax rate in~~
31 ~~accordance with the terms of this chapter. The title of each ballot~~
32 ~~measure must clearly state the purposes for which the proposed sales~~
33 ~~and use tax will be used. The rate of tax under this section may not~~
34 ~~exceed one-tenth of one percent of the selling price in the case of a~~
35 ~~sales tax, or value of the article used, in the case of a use tax))~~
36 within that city's boundaries.

37 (c) If a county imposes a tax authorized under (a) of this
38 subsection after a city located in that county has imposed the tax
39 authorized under (b) of this subsection, the county must provide a
40 credit against its tax for the full amount of tax imposed by a city.

(d) The taxes authorized in this subsection are in addition to any other taxes authorized by law and must be collected from persons who are taxable by the state under chapters 82.08 and 82.12 RCW upon the occurrence of any taxable event within the county for a county's tax and within a city for a city's tax.

(2)(a) Notwithstanding subsection (4) of this section, a minimum of sixty percent of the moneys collected under this section must be used for the following purposes:

(i) Constructing affordable housing, which may include new units of affordable housing within an existing structure, and facilities providing housing-related services; or

(ii) Constructing mental and behavioral health-related facilities; or

(iii) Funding the operations and maintenance costs of new units of affordable housing and facilities where housing-related programs are provided, or newly constructed evaluation and treatment centers.

(b) The affordable housing and facilities providing housing-related programs in (a)(i) of this subsection may only be provided to persons within any of the following population groups whose income is at or below sixty percent of the median income of the county imposing the tax:

(i) Persons with (~~mental illness~~) behavioral health disabilities;

(ii) Veterans;

(iii) Senior citizens;

(iv) Homeless, or at-risk of being homeless, families with children;

(v) Unaccompanied homeless youth or young adults;

(vi) Persons with disabilities; or

(vii) Domestic violence survivors.

(c) The remainder of the moneys collected under this section must be used for the operation, delivery, or evaluation of mental and behavioral health treatment programs and services or housing-related services.

(3) A county that imposes the tax under this section must consult with a city before the county may construct any of the facilities authorized under subsection (2)(a) of this section within the city limits.

(4) A county that has not imposed the tax authorized under RCW 82.14.460 prior to October 9, 2015, but imposes the tax authorized

1 under this section after a city in that county has imposed the tax
2 authorized under RCW 82.14.460 prior to October 9, 2015, must enter
3 into an interlocal agreement with that city to determine how the
4 services and provisions described in subsection (2) of this section
5 will be allocated and funded in the city.

6 (5) To carry out the purposes of subsection (2)(a) and (b) of
7 this section, the legislative authority of the county or city
8 imposing the tax has the authority to issue general obligation or
9 revenue bonds within the limitations now or hereafter prescribed by
10 the laws of this state, and may use, and is authorized to pledge, up
11 to fifty percent of the moneys collected under this section for
12 repayment of such bonds, in order to finance the provision or
13 construction of affordable housing, facilities where housing-related
14 programs are provided, or evaluation and treatment centers described
15 in subsection (2)(a)(iii) of this section.

16 (6)(a) Moneys collected under this section may be used to offset
17 reductions in state or federal funds for the purposes described in
18 subsection (2) of this section.

19 (b) No more than ten percent of the moneys collected under this
20 section may be used to supplant existing local funds.

Passed by the House March 9, 2020.

Passed by the Senate March 6, 2020.

Approved by the Governor March 31, 2020.

Filed in Office of Secretary of State March 31, 2020.

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Snohomish County Council
3000 Rockefeller Ave.
M/S 609
Everett, WA 98201

[date]

The Alliance for Housing Affordability (AHA), a collaboration of local municipal governments, was formed in 2013 to address the issue of our housing affordability crisis in Snohomish County. One of the major needs in housing affordability is the commitment of local policy and funding. RCW 82.14.530, amended by HB1590 in the 2020 Legislative Session, provides the opportunity for legislative bodies like the Snohomish County Council to address the need for local funding for affordable housing.

Today, the AHA Joint Board writes to encourage Council action on this issue as an important and needed step to address the County's growing housing affordability crisis.

Data that shows the need for affordable housing is exhaustive and widely available, notably in the Snohomish County HART report. That data clearly and strongly speaks to the need for increased affordability across the socio-economic spectrum. Instead of retreading that ground, AHA would like to draw attention to three perspectives that we believe makes clear the need to support adoption of a 0.1% sales tax for affordable housing.

Housing Affordability Deserves a Response Like Any Disaster

The first perspective is best framed through this question: "What response would we expect if the Cascadia earthquake happened tomorrow and thousands of Snohomish County residents were suddenly in need of assistance?" One would hope that funding from all levels of government- local, state, and federal - would flow to the region to assist those suddenly displaced by the disaster. This need would be both immediate (emergency shelter) and long-term (as the region's economy would suffer for years after). Wouldn't it be appropriate to raise funds from the public to render assistance to those in need in that case? We hope the answer to that question is, "It would be appropriate, and expected, for that aid to be rendered."

If help would be appropriate in event of an earthquake, what do we say to the thousands of households struggling despite their 40+ hours of work a week? The thousands who are currently homeless, or soon to be made so by COVID-19's economic impacts? A common refrain, heard for many years, is to "Pull yourself up by your bootstraps," or simply "Go live somewhere else." Would we say that to residents displaced by an earthquake? Is this difference in response because of the slow-motion nature of the current housing crisis compared to the immediacy of an earthquake? Is it because we simply view the growing number of our affected friends, neighbors, and coworkers as undeserving? Or is it something else? This question bears discussion.

If Not Now, When?

Setting disaster aside, consider one common reason to reject tax measures: "Now is not the time for a tax increase." If not now, when? When would be the appropriate time for the County Council to use its councilmanic authority to raise taxes? Is the answer, "When times are better, and the economy is stronger"? If that is the case, we would like to encourage the County Council to consider the 8% 'banking' of councilmanic property taxes (last done in Ordinance No. 19-065). There were surely good reasons at the time to bank that taxing authority despite a strong economy, just as there are good arguments today. Putting it all together, it appears that no time will feel *right* to raise taxes, and in that case, then today is as good as any other time to adopt this measure.

Using the Tools We Have

Third and finally, it is indeed unfortunate that a sales tax is the option that we must take in support of funding affordable housing creation. Property taxes are the only other funding mechanism of significance, and as discussed above, have been left unused for eight years with no sign of change in the future. In the case of a sales tax, it is notable that as we stood on the precipice of a deep economic recession in 2008 we still passed the 0.1% Chemical Dependency and Mental Health (CDMH) sales tax. We can look back to see what negative impacts were experienced in the wake of its passage. Notably, CDMH has done great work in assisting providers in the work they do to serve Snohomish County residents. Further, like CDMH, this measure for affordable housing would assist in making Snohomish County more competitive in applications for state and federal dollars, which often require or incentivize local funding commitments. These state and local funds are often granted in much larger values than the local funding commitment, so in addition to making Snohomish County more competitive, this measure would leverage funds at a greater than 1:1 ratio from state and federal sources.

While the COVID-19 pandemic creates challenging circumstances to adoption of this tax, it also provides a greater imperative to do so. A year from now, whether the pandemic itself has been overcome or not, its impact on the economy and thus the housing market will surely still be with us. At that time and beyond, the lack of a source of local funding to support those affected will be sorely felt, and even more urgently needed.

Looking ahead to that future, AHA's members strongly urge the County Council to make it clear that those who work hard, but still make below 60% of the County's median income, deserve as much support as would be expected in the wake of any other disaster. It is understood that taxation is difficult, uniquely so during this pandemic. However, we often do not consider that the impacts of failing to adequately address the shortage of housing will have outsized financial impacts that we will all ultimately pay. Those costs will manifest themselves in the form of charity hospital care, emergency treatment and intervention, law enforcement and incarceration, lowered educational attainment, and more. Worse yet, a lack of action on this will contribute to an ever-thinning social fabric that holds us together in common purpose of decency to one another and the dream of a prosperous future for all. AHA's mission is to keep that dream alive for Snohomish County residents of today and tomorrow, and we thank you for continued support of that work.

Sincerely,

AHA Joint Board



City of Lake Stevens

One Community Around the Lake

2020-2021 Capital Budget



2021 Budget Calendar

- **City Council Discussion - Capital** **October 13, 2020**
- City Council Discussion **October 20, 2020**
- City Council Discussion **October 27, 2020**
- **Public Hearing #1** **November 10, 2020**
(Property Tax Levy)
- **Final Public Hearing and Budget Adoption** **November 24, 2020**



Color of Money

- Capital funding sources
 - REET 1 & 2 – Each have slightly different permissible uses
 - Received from property sales. We receive 0.25% for each.
 - Traffic Mitigation – TIZ 1, TIZ 2, TIZ 3
 - Received from development, used only on transportation projects
 - Park Mitigation
 - Received from development, used only on park projects
 - Storm Capital Funds
 - Rate structure includes future capital projects
 - Grants
 - Obtained by our diligent staff. These really drive projects forward



Facility Capital Program

- Major Existing Projects
 - Police Station Construction | 2020 budget \$4,080,212
 - Roll forward unspent to 2021
 - Police Station Restoration | 2020 budget \$200,000
 - Roll forward unspent to 2021
 - Both Bond funded





Facility Capital Program

- Major Existing Projects
 - PW Shop | 2020 budget \$843,622
 - **Requested \$556,378 for 2021** – Total Budget \$1.4M
 - 2020 budget is \$843,622 plus 2021 request of \$556,378 – Total 1.4M
 - This is split Park/Street/Storm at 20/40/40



**TENANT IMPROVEMENT
LAKE STEVENS PUBLIC WORKS
2306 131ST AVE NE LAKE STEVENS, WA**



Park Capital Program

- Major Existing Projects – 2020-2021
 - North Cove Phase 1 | 2019-2020 budget \$5,437,568
 - Completed 2020 – Budget Amendment coming at year end.
 - Funding from all “colors of money”
 - North Cove Phase 2 | 2020 budget \$1,552,596
 - Project includes grant of \$891,000. Park Mitigation funding is \$661,596. Estimated spending of \$900,000 in 2020.
 - Roll forward unspent into 2021





Park Capital Program

- Major Existing Projects – 2020-2021
 - Frontier Heights | 2020 Budget \$673,355.
 - Will be completed in 2020
 - Project includes \$400,000 of REET 2 and \$152,105 of Park Mitigation
 - Will be adding funding of \$121,250 for a Commerce grant. Budget amendment before year end.





Park Capital Program

- Major Existing Projects – 2020-2021
 - Cavalero park | 2019-2020 budget \$735,000
 - Project completed!
 - Project includes \$250,000 in Park Mitigation and a grant of \$485,000.





Park Capital Program

- Project Requests-2021
 - 2021 Park Requests
 - Lundeen Park - Curbing, Pavement | **\$75,000**
 - Powerline Trail - 20th St SE to 8th St SE | **\$250,000**
 - 20th Street Ballfields Parking | **\$100,000**
 - 20th Street Ball Field improvements | **\$200,000**
 - Oak Hill Park Shade Structure | **\$15,000**
 - Bridge replacement North Cove Park | **\$15,000**
 - Davies Beach Dock and Facility Restoration | **\$100,000**
 - North Cove Boat Slip | **\$50,000**
 - Vehicle Charging Stations – North Cove | **\$30,000**
 - Sunset Beach Restoration | **\$100,000**



Transportation Capital Projects

- Major Existing Projects
 - 20th St Se Phase II | 2020 Budget \$5,909,200.
 - Roll Forward unspent into 2021
- Funding Sources
 - Project includes \$4,176,842 in Grant funds
 - Includes \$1,117,358 in Traffic Mitigation (TSA/TDM)
 - Proceeds from property sales \$780,000. Can only be used on 20th St SE
- Estimated spending of \$4.2M in 2020
- Grant funding issues





Transportation Capital Projects

- Major Existing Projects
 - South Lake Stevens Road | 2019-2020 Budget \$2,810,341
 - Project Complete
- Funding Sources
 - Project includes TIZ 3 funding of \$917,963
 - REET 2 funding of \$137,028
 - Grant of \$1,500,000.
 - Also developer In-lieu \$255,300





Transportation Capital Projects

- Major Existing Projects

- 91st Ave Extension | 2020 Budget \$5,361,434

- Budget amendment coming.
 - Roll Forward unspent into 2021

- Funding Sources

- Project includes \$1,250,000 or REET 2. ROW purchase already made (Welton).
 - Includes TIZ 3 dollars of 568,431.
 - Cost sharing with the City of Everett of \$627,000. Budget amendment coming.
- Project underfunded in 2021 by \$2,916,003. Look at issuing a bond in the near future.



Transportation Capital Projects

- Major Existing Projects
 - Trestle/HOV | 2019-2020 Budget \$2,670,000
 - Roll Forward unspent into 2021
- Funding Sources
 - Project includes REET 2 funding of \$848,000 and a grant of \$1,822,000
- 79th St SE Extension | 2019-2020 Budget \$1,179,325
 - Project complete
 - Project Funded by REET 2



Transportation Capital Projects

- Project Requests
 - Sidewalk Improvements/Extension Projects | \$200,000
 - Paid out of Sidewalk Fund
 - South Lake Stevens Road Path Phase II Design | \$100,000
 - Paid out of Sidewalk Fund
 - 99th U-Turn Channelization | \$10,000
 - TIZ 3 funding
 - Pavement Preservation | \$500,000
 - Paid out of Street fund
 - 117th St. NE sidewalk | \$1,170,000
 - Contingent on grant. Would include \$234,000 in Sidewalk Funds



Transportation Capital Projects

- Future 20th St SE retail projects requests
 - The remaining projects for the 20th St SE retail area are continually changing in time/scope. These projects will likely be a budget amendment in 2021 as we tie up funding and scheduling of the projects.



Downtown Project

- Downtown Project Request
 - Mill Spur Improvements/North Cove Phase III | \$2,500,000
 - Relocation of Grimm House | \$50,000
- Funding Sources
 - Property Sales -Sell Parcel C of BLA into commercial, mixed-use building | \$450,000 (NET)
 - Property Sale – 1819 South Lake Stevens Rd | \$2,000,000 (NET)
 - Park Mitigation – Funding | \$500,000





SWM Capital Projects

- Major Existing Projects
 - Decant Facility | 2019-2020 Budget \$2,153,810
 - Total City costs will be 50% of the \$2,153,810
 - Roll Forward unspent
- Funding Sources
 - Storm Water Fund | \$1,414,610
 - REET 1 | \$148,500
 - Bond | \$590,700 (NET)
- 50% of all costs will be reimbursed by the Sewer district



SWM Capital Projects

- Project Requests
 - Weir Replacement and Channel Restoration | \$1,320,000
 - Grant funding possible
 - Stormwater Detention pond 9^{1st} & 24th | \$642,138
 - Catherine Creek 36th Bridge Repair design | \$250,000



Future Project Requests

- Future Civic Campus | \$?
 - Preliminary design work by Stowe Contract paid by REET 2 in 2020
- Main Street RAB
- Powerline Trail
- 79th Access Road Phase II



2021 Budget Next Steps

- City Council Discussion October 20, 2020
 - Priority Topics
 - Property taxes
 - Senior Center Funding
 - Health District Funding
 - Other Council Priorities
 - A Budget binder with all materials will be provided by the October 20th meeting