CITY OF SNOHOMISH

Founded 1859, Incorporated 1890

116 UNION AVENUE □ SNOHOMISH, WASHINGTON 98290 □ TEL (360) 568-3115 FAX (360) 568-1375

NOTICE OF REGULAR MEETING

SNOHOMISH CITY COUNCIL

in the
George Gilbertson Boardroom
1601 Avenue D

TUESDAY
December 16, 2014
7:00 p.m.

AGENDA

Estimated time

7:00 1. **CALL TO ORDER**

a. Pledge of Allegiance
b. Roll Call

2. **APPROVE AGENDA** contents and order

3. **APPROVE MINUTES** of the meeting of December 2, 2014 *(P.1)*

7:05 4. **CITIZEN COMMENTS** on items not on the Agenda *(and/or to request time to speak on any Action or Discussion items on this agenda)*

7:15 5. **PUBLIC HEARING –** Comcast Franchise Extension *(P.17)*

1) Staff presentation
2) Council's questions of staff
3) Citizens' comments
4) Close citizens' comments
5) Council deliberation and action **– ADOPT** Ordinance 2282

6. **ACTION ITEMS**

7:30 a. **ACCEPT** 3rd Quarter Budget Report *(P.55)*

7:45 b. **AUTHORIZE** City Manager to Sign Interlocal Agreement with Snohomish School District for School Resource Officer *(P.67)*

7:55 c. **AUTHORIZE** City Manager to Sign Amendment to Snohomish County Sheriff's Office Interlocal Agreement for School Resource Officer *(P.79)*

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8:05		d.	**AUTHORIZE** City Manager to Sign Interlocal Agreement with Snohomish County for Jail Services *(P.83)*
8:15		e.	**AUTHORIZE** City Manager to Sign Professional Services Agreement for Hearing Examiner Services *(P.101)*
8:25		f.	**AUTHORIZE** City Manager to Sign Professional Services Agreement with Strategies 360 for SR 9 Coalition Lobbying Services *(P.135)*
8:35		g.	**AUTHORIZE** City Manager to Sign Interlocal Agreement with Lake Stevens for SR9 Coalition Lobbying Services *(P.145)*
8:45		h.	**AMEND** 2014 Budget – **ADOPT** Ordinance 2281 *(P.147)*
8:55	7.	**DISCUSSION ITEM** – Community Facilities and Services Element *(P.157)*	
9:05	8.	**CONSENT ITEMS**	
		a.	**AUTHORIZE** payment of claim warrants #55568 through #55647in the amount of $305,162.04 issued since the last regular meeting *(P.171)*
9:10	9.	**OTHER BUSINESS/INFORMATION ITEMS**	
9:15	10.	**COUNCILMEMBER COMMENTS/LIAISON REPORTS**	
9:25	11.	**MANAGER'S COMMENTS**	
9:35	12.	**MAYOR'S COMMENTS**	
9:45	13.	**ADJOURN**	

NEXT MEETING: Tuesday, January 6, 2015, regular meeting at 7 p.m., in the George Gilbertson Boardroom, Snohomish School District Resource Center, 1601 Avenue D.

The City Council Chambers are ADA accessible. Specialized accommodations will be provided with 5 days advanced notice. Contact the City Clerk's Office at 360-568-3115.

This organization is an Equal Opportunity Provider.

Snohomish City Council Meeting Minutes
December 2, 2014

1. **CALL TO ORDER:** Mayor Guzak called the Snohomish City Council meeting to order at 7:00 p.m., Tuesday, December 2, 2014, in the Snohomish School District Resource Service Center, George Gilbertson Boardroom, 1601 Avenue D, Snohomish, Washington.

COUNCILMEMBERS PRESENT	STAFF PRESENT
Derrick Burke	Larry Bauman, City Manager
Karen Guzak, Mayor	Grant Weed, City Attorney
Tom Hamilton	Jennifer Anderson, Finance Director
Paul Kaftanski	Owen Dennison, Planning Director
Dean Randall	Steve Schuller, Public Works Director
Michael Rohrscheib	John Flood, Police Chief
Lynn Schilaty	Torchie Corey, City Clerk
	Ann Stanton, Project Manager

There were three citizens in attendance.

2. **APPROVE AGENDA** contents and order

Property acquisition was added as a second topic to the Executive Session. Action was anticipated to follow on both items.

MOTION by Hamilton, second by Rohrscheib, to approve the amended agenda. The motion passed unanimously (7-0).

3. **APPROVE MINUTES** of the meetings of November 18, 2014

a. Workshop

b. Regular Meeting

MOTION by Hamilton, second by Randall, to approve both sets of minutes. The motion passed unanimously (7-0).

4. **CITIZEN COMMENTS** on items not on the Agenda *(and/or to request time to speak on any Action or Discussion items on this agenda)*

Morgan Davis, 206 Avenue I, opposed siting the boat launch at Stocker's 20 acres. $25,000 per acre was exorbitant for undevelopable flood plain, zoned Ag-10, already classified 75% property tax exempt, open space. Instead the City should do a feasibility study at the Iron Works acreage which was for sale. Even if a boat launch was not feasible at the Iron Works, the City should pursue using the $500,000 county Conservation Futures grant to buy the Iron Works property for a possible riverfront trail, acreage for parking, dog park, etc. The property could be held as open space until grants could be secured, converting it from commercial-industrial to open space. It would be great for the City. Regarding Councilmember raises, at the last Council meeting it was stated the previous compensation study was in 2003 resulting in an ordinance. What wasn't explained was that actual increases in Councilmember salaries from $200/monthly to $450/monthly, a 125% increase, were implemented in 2006 and 2008 after the 2005 and 2007 elections. The recently approved 14% increase will be implemented

in 2016 after the 2015 election. Between 2006 and 2016, the increase was an average 13.9% per year. That was on the high end for a not-wealthy town like Snohomish with a population of 9,226. The City had a lot of senior citizens living on fixed incomes like Social Security who got maybe a 1% increase per year. Property tax and utility bills went up way more than 1%. In comparing the City's 2015 budget with Lake Stevens, Lake Stevens was progressive with a council that reflected the will of its voters, embracing I-502 with its additional sales tax revenue. The Lake Stevens council actually cut property tax while Snohomish banned I-502 and raised property taxes. The City wanted to raise them again in 2016 with a permanent metropolitan parks district levy costing the typical homeowner hundreds a year forever.

5. **PRESENTATION** – Snohomish Cold Weather Shelter by Elizabeth Grant

Elizabeth Grant, Snohomish Food Bank, was named Director five years ago. Since that time many different programs had started. The home delivery program for the elderly and disabled was started about 18 months ago. This was inspired 3-4 years ago when she saw someone walking home with 2-3 bags of groceries who she knew had just been to the food bank. Many women lived alone and didn't have anyone to shop for them at the food bank. The shuttle was used to give people a ride home with their groceries when they didn't have transportation. Most people left with around 10 bags of groceries. The shuttle was received from Community Transit and shared with the community kitchen, mobile medical unit, and the senior center. On average 14 people were given a ride home every Tuesday. Last year the value of home-delivered food was $43,000. Value was determined with guidelines from Food Lifeline and Northwest Harvest of $1.66 per pound.

The food-to-go program was started for homeless high school kids. That program had fewer participants this year than in previous years. Three years ago there were 27 kids and this year there were 6. Three years ago 7 babies were included and this year it was down to 3 babies.

This year the cold weather shelter was opened. About four years ago the food bank was providing 'homeless bags' to a few people that included small cans of food with pop tops, anything easy for the recipient to use. Three grants were received last year for self-heating meals that cost $5.67 delivered and were really hot and delicious like little Stouffers. The bags contained a packet of dried fruit, M&Ms, a drink, and cutlery. Starting on November 1st, two meals were included with each take-out bag. A client could come both service days, Tuesday and Friday, so there were no days where they had to look for food. Take-out bags went to people who couldn't prove residency in Snohomish. A lot of the people lived on the streets or 'couch-surfed.' 9.3% of the county's residents lived in poverty.

During their last fiscal year from July 1 – June 30, they served 140 bags. This year as of the end of November 180 bans had already been served. A lot of new clientele were coming in who couldn't prove residency. This was the time for the shelter, to bring people in from the cold because they weren't living anywhere permanently. Many lived in their cars if they had one; during the shelter's first week a grandmother and grandson came in who normally lived in their car.

The Evangelical Free Church was perfectly laid out for what was needed and was right off the bus line. There was a very large room where the men were housed; a kitchen where a light dinner and breakfast were provided; and three separate rooms for women and children. Separate men and women restrooms were available but there were no showers. The shelter could sleep 12 men and 16 women comfortably, but was able to handle more within the fire code. There was a 'quiet' room where volunteers stayed between their rounds.

Supplies procured so far included 12 cots, 12 mats, 8 sleeping bags, and 15 blankets. Everything had to be removed each Sunday morning but the Snohomish fire station provided use of one of the bays at no cost. All the food served came through the food bank. $4,122 had been donated so far.

Originally it was planned that the shelter would open November 1st through February 28th. They were still in the planning process when the November 11th cold snap hit and were really dismayed because they had expected to tell people that the shelter was open using the City and library websites. With both the library and city hall closed for the Veteran's Day holiday, they thought no one would show up but there were three guests that night. November 11-15th they hosted 23 guests. Pets were allowed and there was a dog and a cat. Pets stayed in crates next to their owners. 18 guests came through the November 28-30th cold snap. The shelter would be open tonight but closed tomorrow night.

Beth Hamlin sent out daily e-mails announcing whether the shelter would be open or closed, based on *Weather.com's* forecast. If tomorrow would be 32 degrees or less the shelter would be open. If the forecast said it was going to be 38 degrees, the shelter would be closed, even if the temperature dropped to 31 degrees. If the forecast said 30 degrees, the shelter would be open, even if the temperature spiked upward. The notice was on the websites of the City, library and food bank, as well as physical signage on the front doors of the library, food bank and the shelter/church. Facebook pages were set up for the cold weather shelter and the food bank. That sounded funny but many of the homeless were very resourceful and used the computers at the public library.

Volunteers were recruited through the churches and press releases in the Tribune and Herald where a lot of good publicity had been received. 55 volunteers had been trained and 25 were in training tonight. The county's Medical Reserve Corps provided the volunteer training, did the background checks, and paid for the first aid and CPR training. Volunteers could enter their own days and shifts through a website scheduling program.

Mayor Guzak had watched as this developed with the churches and looking at other cold weather shelters to see what worked and what didn't. A grand job had been done!

Ms. Grant thanked the City for all its support and Chief Flood – the officers had been great.

Councilmember Hamilton asked about the van.

Ms. Grant said the food bank had its own 8-passenger van received through the Community Transit grants.

Councilmember Hamilton sat on the CT Board and at Thursday's meeting he would mention the good use the van was being put to by the food bank.

6. **ACTION ITEM**S

a. **AUTHORIZE** Sale of Surplus Equipment – **PASS** Resolution 1322

Snohomish Fire District 4 has requested that the City participate with them by allowing the surplus of an Aerial Innovations model H2R 55' Water Chief aerial ladder that was purchased by the City in 1998 and subsequently attached to the District's fire engine for aerial fire-fighting. That engine and ladder combination had now reached the end of its useful life. The District estimated the ladder's value at $10,000 or less if still attached to

the fire engine when surplused. If the ladder was removed from the engine and surplused separately, the value was expected to be considerably less. City staff has determined that the ladder has no potential value to staff or to provide community services. The specific equipment was only fit for fire-fighting.

The District was requesting that the City donate the ladder's value to be surplused with the engine and that all proceeds then be used by the District. The District has committed to reserve sale proceeds in its equipment replacement fund for use in future years towards purchase of equipment that would replace the function of the aerial ladder. As the aerial ladder wasn't purchased with City utility funds and its estimated value was well below $50,000, no public hearing was required.

Councilmember Kaftanski confirmed that at the end of the process the Fire District will get a check which will be deposited into a set-aside reserve account as opposed to going into General Fund operations.

Councilmember Burke had spoken with the previous Fire Chief Mark Collins about the Pilchuck development area and the potential for taller buildings. Was there a multi-story ladder to use in place of this aerial ladder?

Ron Simmons, District 4 Fire Chief, said this equipment didn't meet the state standard to be a ladder truck as required for insurance purposes. It was purchased with the intent to meet the 1990's standard that would have affected insurance rates but to his knowledge that probably didn't occur because the town's insurance rating didn't change. The intent of the District's equipment replacement plan was to dispose of equipment that caused maintenance problems and this was one of them. The District had access to mutual aid ladder apparatus from other fire districts. Today a ladder truck cost $650,000-$1 million. To staff it under national standards was almost another $500,000, and then he had to find a place to park it. At some point the District should look at that but right now it was an astronomical expense considering that this apparatus had been used maybe ten times, and they were available. Even if mutual aid partners decided that the District would pay a fee for a ladder to come into town, it would be worthwhile to look at that expense versus the cost of actually putting one in service. The District was looking at a lot of considerations but the biggest issue was the dollars being put into maintenance.

Councilmember Schilaty verified that mutual aid partners had a ladder.

Chief Simmons added that District 7 was getting a third ladder truck in 2015. Response time for a ladder truck was 7-12 minutes depending on where it came from. It was an emotional issue more than a practical topic. A ladder truck was intended to provide an aerial nozzle to dump water on big fires. The situation here was to look at where it could be used for rescue. This engine responded to the New Brunswick fire in the 1990's and they couldn't get close enough to the building to bring anyone out through the windows so they ended up doing it with ground ladders. There would be a need for a ladder truck when the Pilchuck District developed with the taller buildings and there was the potential for rescue. The other view was that fire and building codes had changed and there were a lot more fire protection features found in taller buildings. Financial practicality had to be considered as well.

Councilmember Hamilton asked whether the November 22nd incident at the Boys & Girls Club was a training exercise or a real fire. There was a huge truck from Monroe parked on Pine Avenue with the ladder going out over the roof.

Chief Simmons didn't usually do downtown drills in the evening. There was an incident at the Club which was upgraded to a commercial structure fire because they couldn't find the source of smoke in the building. Depending on where a structure fire was in town, assistance would usually come from District 3 or 7, or Everett. That was an actual call that turned out to be a minor incident but Monroe did come over with their ladder.

Councilmember Kaftanski appreciated the candor regarding the aerial truck. A lot has changed in fire service the last 20 years: percentage of life support calls versus actual fires; practicality of a fire truck with the capital and maintenance costs. All those things plus risk and probability had to be weighed to do the cost-effective thing.

MOTION by Rohrscheib, second by Randall, that the City Council approve Resolution 1322 to surplus the aerial ladder and to donate the proceeds from sale to Snohomish County Fire District 4. The motion passed unanimously (7-0).

b. **AUTHORIZE** City Manager to Sign Contract for Public Defender Services

This was a proposed agreement with Snohomish County Public Defender Association for indigent defense. The association was a nonprofit that provided indigent public defense for the county and agreed to extend those services to the City by providing an attorney at Evergreen District Court in Monroe where the City's misdemeanor cases were held.

Standards for indigent public defense had increased considerably as a result of two court decisions. One was a state Supreme Court order that established a caseload limit of 400 cases for each public defender, including those cases that may be part of private practice or criminal defense aside from any contracted service. More significant was the federal Ninth Circuit Court ruling in 2013 in the Wilbur vs. Mount Vernon case that established a much longer laundry list of detailed standards on an array of professional criteria that the court used to measure the quality of indigent public defense.

As a result the City went out to look for the best solution to provide improved indigent public defense. The Snohomish County Public Defender Association has provided the best option. They had been essentially operating at a standard relatively equal to both the federal and state court decisions already and didn't have to ramp up the quality of defense activities and professional standards to meet these two cases. The association believed they were perfectly capable of extending those services to the City.

The Council adopted standards in a resolution that has been incorporated and reflected in the proposed agreement. The association would provide the City with services equal to 60% of a fulltime attorney at a cost of $8,937.49 per month or $107,250 annually. The adopted 2015 budget included $135,000 annually for this service, exceeding the amount thought to be needed. The agreement will provide City defendants with required legal services via in-person conferences, phone access, e-mail and other means as appropriate; in-house private investigators as needed for specific cases; representation of defendants for all appeals to superior court under the Rules of Appeal for Decisions of Courts of Limited Jurisdiction; maintain individual attorney case loads at less than 400 cases per year as required; and also provide monthly reporting in support of the standards approved by the Council.

While this agreement was expected to provide effective defense of a vast majority of the City's indigent defendants, there may be some additional cost outside the contract such as translators, polygraphs, expert witnesses, and medical and psychiatric evaluations. While

not common expenses, they may be necessary in individual cases. If the firm determines that it has a conflict representing any of the City's defendants, an outside attorney may need to be appointed apart from the proposed contract.

Monitoring performance would be an important part of the process. It has been assigned to the Risk/Human Resources Manager to review the monthly reports, provide in-court evaluations as needed, and look at the annual reporting process as well. If adopted, the new agreement will go into effect January 1, 2015 and continue through December 31, 2017. The agreement may be automatically extended for one-year terms or terminated by either party.

Councilmember Hamilton confirmed that other than add-ons that might come along, this was basically a fixed rate fee for attorney services as opposed to billable hours.

Councilmember Kaftanski asked if the additional charges were incurred after consultation with the City Attorney or was the City presented a bill for these after the fact.

Mr. Weed said the answer had two parts. Generally the public defender will request the court's permission to secure specialized services before doing so. It wasn't very frequent with the misdemeanor cases filed by the City in Evergreen District Court but on occasion they were necessary. In setting the standards for the level of public defender services that were required now, the court essentially said the cost of the additional services could not be transferred onto the public defender; the public entity had to defray those costs as part of providing a constitutionally adequate defense. Once approved by the court the Public Defender Association would secure the additional services and pass the costs through to the City in addition to its normal monthly fee.

Councilmember Kaftanski asked if it would be normal for the PDA to let the City know ahead of time what it was going to do or was that not part of the standard protocol.

Mr. Weed said in the process of prosecuting a misdemeanor case, there was opportunity in discovery for the public defender to get information about the evidence the City may have against a defendant. Likewise, there was opportunity for exchange between the prosecutor and the public defender on how the defender will try their case so ordinarily there would be communication about what evidence would be provided such as an expert witness or if there would be an independent medical exam. That information would at least be known to the City's prosecutor.

Mr. Bauman added that attorneys didn't need or expect to ask for permission to use these additional services. The City will see it in the monthly billings. If staff saw a pattern of exceptionally high use of these services, there would be a discussion with the managers to see what was going on that was surprising or different from what the City expected.

Mr. Weed said the public defender will have to provide an adequate reason to the court and judge to secure approval for these additional services. Permission was required but not necessarily directly from the City.

MOTION by Kaftanski, second by Hamilton, that the City Council authorize the City Manager to execute the agreement with the Snohomish County Public Defender Association for the provision of indigent public defense to City misdemeanor defendants. The motion passed unanimously (7-0).

c. **AUTHORIZE** City Manager to Execute Agreement for Springbrook Migration

The purpose of this agenda item was for consideration of the Springbrook software migration from version 6 to version 7 in a new *.net* environment. The City transitioned to the Springbrook software in 2009. The modules used for financial and information tracking were general ledger and financial suite, payroll, utility billing, meter reading, business licensing, building permits, human resources, cash receipting, and applications to connect with the server and access agent maintenance.

Since the City's software purchase, there had been over 17 updates with the significant one being version 7 going to the *.net* framework. The cost was contained within the 2015 budget for the Information Services fund. Springbrook was offering a payment plan so approximately $11,000 would be paid in 2015 for the migration cost.

The *.net* framework had a better compatibility with Windows so users will find a more user-friendly environment in working with the modules. Staff anticipated having better features such as 'drill back' to get at information rather than generating large reports and having to wait. Better report writing features were anticipated so that staff could generate reports and information directly from the system rather than a heavy reliance on the use of spreadsheets. Staff would be more familiar with the software since they're familiar with working in Windows-based applications like the Microsoft Office Suite. It was a great change from version 6 to version 7.

There had been some informational webinars where staff was able to see the new changes and ask questions. Staff will receive hands-on training for the modules they use when the City goes through the go-live process and implementation of the new version. That was anticipated to be mid-June with go-live July 15th. Parallel systems would be run for staff to ensure balances were correct and the same information was coming from versions 6 and 7. Springbrook will provide the data transfer; that won't be done in-house. It was anticipated to be parallel and completed with the transition by the end of 2015.

Councilmember Hamilton asked if version 7 was just now coming out.

Ms. Anderson said version 7 had been out for some time. Version 6 had been updated in small increments. It was actually version 7.1 and there was going to be another update before the City got to the migration. Staff had been waiting to ensure that any bugs in version 7 had been worked out, along with issues typical to major upgrades.

Councilmember Kaftanski didn't see liability or indemnity language in the agreement. Was that typical of these types of vendor agreements?

Mr. Weed said it was typical that vendors in these types of agreements had a very limited scope of warranty and indemnity. The vendor will set it up to run in a proper forum and provide proper training but would not indemnify the City for business or operational losses related to malfunction of the software or hardware.

Councilmember Kaftanski saw the cost outlined in the staff report. In the consent agenda warrants there was a $22,000 payment to Springbrook for 2015 maintenance.

Ms. Anderson said the migration was in addition to the annual maintenance cost which was an expense seen every year.

Councilmember Schilaty remembered when the City implemented this that it was a great change. They were making a big assumption that this was the best thing available. She imagined that when an entity was this far invested into something, a switch would be very difficult; yet the Council would want to know if this was the best product available to continue to make investments.

Ms. Anderson said the City invested a fair amount of money into software conversion starting in 2009. As compared to other municipal software, it had user-friendly features. In her staff's opinion the transition to version 7 will make Springbrook more competitive with some of those other providers. Other software may have been more expensive. This was a good path for the Council to consider in improving the features and database that were already there, with some unique features and information more available. Staff would work with the vendor to make sure the City got what the vendor promised.

Councilmember Schilaty knew one of the things they'd looked at when implementing this software was that it would help with the building permit process. Was the City heavily relying on it? Had it improved the process?

Mr. Dennison said it helped with consistency throughout the process. It increased staff's and hopefully the community's confidence in the ability to process items regularly and maintain a long-term record. When various vendors were showing their finance software, staff looked at several ancillary permit programs and Springbrook had stood out. Since 2009 he didn't know what breakthroughs there had been but at that time it seemed to be the best. Planning staff had been very excited that it worked out for Finance and other departments because it was a good system. Planning staff attended the webinars and thought the upgrades would provide additional functionality, allowing them to continue what they were doing but with some improvements. There was an ability to integrate it with the Geographic Information System as well so his department was very excited.

Councilmember Hamilton noted that five years was a long time in the life cycle of software. There were three basic questions: Did it do the job staff wanted it to do? Was it easy to use? Did the employees like it?

Ms. Anderson said version 6 did the job staff wanted it to do now. Version 7 would improve on what was being done and was more user-friendly in accessing information directly from the system. It will bring in users who found the system a bit cumbersome so they didn't access the information although they might use a spreadsheet. Staff wanted to minimize that so there would be one source of data and everyone would be working from the same set of data to eliminate errors. Version 7 will be easier to use because it is in the *.net* framework like Windows and Microsoft Office Suite. Multiple windows could be open in tab format so different processes could be open. A window could be expanded and seen on the screen for doing a lot of data entry or trying to sort or find information. Another neat feature was the dashboard. Managers would be able to customize their home screen. If a Director wanted a certain report run routinely every month, staff could help set that up and it will pop up on the Director's dashboard. Or if they wanted to track a set of analytics, that could be set up quickly to show where expenditures were going for a particular line item, along with the ability to drill back to see what made up the dollars that were allocated for a particular budget line. She had heard both positive and negative feedback about the software. There was a level of skepticism for any new software so there will be a transition period. Springbrook trainers will be here. Steps would be taken to make sure staff was comfortable with using the tools to their capacity.

MOTION by Hamilton, second by Randall, that the City Council, having reviewed the proposed 2015 investment proposal and order form to migrate Springbrook Software from version 6.07 to version 7, and authorize the City Manager to execute the contract for software migration. The motion passed unanimously (7-0).

d. **AUTHORIZE** City Manager to Sign Interlocal Agreement for Prosecution Services

This second change for criminal justice issues in town was for an interlocal agreement with the Snohomish County Prosecutor's Office for prosecution of misdemeanor offences which were those cases resulting from arrests by the City's police department. Currently the City's services were provided by a private firm. That firm has experienced a fairly high rate of turnover for assigned prosecutors which has made working with them more problematic for the police department and less consistent than staff would like. The City also had a relatively high cost for these services currently provided at a flat fee of $6,500 monthly or an annual cost of $78,000.

The proposed interlocal agreement would provide a flat fee based on a menu of types of cases. Prosecution for *Driving Under the Influence* and domestic violence cases would both be at a flat rate of $176.02 per case. Prosecution of other misdemeanor or gross misdemeanor cases would be at $70.42 per case, as would case review of misdemeanor or gross misdemeanor cases when no charges get filed. Appeals filed under RALJ weren't frequent but did occur and would be at the much higher rate of $1,479.19 per case.

One key difference in the scope of services was the county prosecutor's policy of not prosecuting *Driving While License Suspended 3* which was the lowest form of that violation. That misdemeanor could also be charged by the City's officers as a citation or infraction under *No Valid Operator License*. Staff believed that was acceptable as far as the City's criminal justice program. It would result in a lower number of cases both for the prosecutor and the public defender. Even if the City's misdemeanor cases exceeded 400 per year, which was about 50 cases more than anticipated for 2014, staff estimated the ILA cost would require payment of $42,000 per year compared to the current annual contract of $78,000. The quality of service was also expected to improve. There will be a more effective relationship between the prosecutors and the police department which is a key part of the criminal justice system. Chief Flood was anticipating that this would be an improvement for the officers in working with the prosecutor.

If adopted by the City Council the new agreement would first have to be approved by the Snohomish County Council. No date had yet been set for that action so staff expected it to likely go into effect sometime in early 2015 and continue through December 31, 2017. The agreement would continue to be extended for one-year terms unless terminated by a 60-day written notice from either party.

Councilmember Kaftanski's eye was caught by the DWLS 3. If someone was stopped while driving with his license suspended due to a DUI conviction, was that a reason to charge someone or did it fall outside of the criteria? A person could have nine DWLS convictions and still not be prosecuted. He didn't know all the reasons a person's license could be suspended but a DUI conviction was one. If a driver had only that one and was stopped while his license was still suspended, did that mean the City wouldn't prosecute?

Mr. Weed said Councilmember Kaftanski would be correct based on the prosecutor's standard and checklist. If a person was cited and convicted of a DUI, they would be punished significantly under current DUI statutes and part of the fallout would be the

suspension of their license. If they were pulled over again while the license was still suspended, the prosecutor's office did not want to have those cases referred unless there were exceptional circumstances. The prosecutor would not want to prosecute them criminally but would encourage the officer to cite for an appropriate civil infraction.

Chief Flood said typically a DWLS 3 offense resulted from nonpayment of some sort of prior traffic ticket. Someone could forget to pay their ticket for running a stop sign and get their license suspended. These weren't habitual offenders but individuals that perhaps had trouble with their finances and didn't have the ability to pay their fine so they lost their privilege to drive. Many individuals with suspended licenses argued that they had to get to work so they will continue to drive on a suspended license. A suspended license didn't prevent someone from driving. The DUI offense was separate from the suspended offense. Once the driver had been suspended because of the DUI, if an officer pulls them over and they're sober, they're just driving on a suspended license. If the DUI offense hadn't gone to trial, this action could be an aggravating factor that the prosecutor could present in court. Officers had been able to push through some DWLS 3 instances in the county since this change came about from the prosecutor's office but it was typically associated with individuals who had an attitude with law enforcement or posed a danger to the community. There were also DWLS 2 and 1 offenses. If someone drove with a DWLS 3, it started increasing. DWLS 2 and 1 were offenses that the police could refer charges on which would be prosecuted.

Mayor Guzak asked if the civil infraction was a $124 charge.

Chief Flood said DWLS was a misdemeanor; the $124 was an infraction penalty. If officers wanted to take enforcement action on someone's DWLS 3, they would cite them with *No Valid Operator License on Person* which was a $124 infraction. Results could be reached in that fashion.

Councilmember Kaftanski understood if someone didn't pay a parking ticket, it resulted in a DWLS 3. That was different from someone who deliberately went out in violation of the state alcohol limit, injured someone, and was out driving again. He was hearing that in the latter case, the police would do what was appropriate to determine if it needed to be moved forward and get additional action.

Mr. Weed had another example of the difference. When a person was convicted of a DUI the court imposed a number of conditions including mandatory jail time, require (s)he take an alcohol awareness class, and reinstate his/her license. If their license was not reinstated and they had a prior DUI, the prosecutor could summons them back into court to answer to the conditions that had been imposed. The court had authority to say 'you didn't comply with the conditions so more jail time will be imposed that could have been imposed at the original sentencing.' There were greater consequences for someone who was suspended and hadn't reinstated their license if they were convicted of a DUI, than a person with a more minor traffic offense.

Councilmember Hamilton observed that the City might arrest somebody and be paying for both the prosecution and their defense.

MOTION by Hamilton, second by Rohrscheib, that the City Council authorize the City Manager to execute the agreement with Snohomish County for the prosecution of City misdemeanor defendants. The motion passed unanimously (7-0).

7. **DISCUSSION ITEM** – Third Quarter Police Report

Calls for Service were anything from a citizen calling 911 needing police assistance in the community to one of the officers conducting some self-initiated activity in the field such as a traffic stop or contacting a suspicious person. The comparison was to the same time period last year, Third Quarter 2013. Dispatched Calls had a 5% decline while Self-initiated had a 31% increase. Calls per Officer increased 7%. Even though fewer people were calling 911 for assistance, the officers were taking advantage of the down time to do self-initiated actions like more patrols in the community or contacting individuals, resulting in the 7% increase in Calls per Officer. Officers were generating their own work per officer which was good.

Regarding Property Crimes, burglary had a 23% decline which was nice to see. Malicious mischief, such as spray-painting the fence or kicking over the garbage can, had increased 12%. Typically that type of activity was associated with juveniles in the community. The big one was Theft with a 47% increase compared to the same time period in 2013. The economy was still poor for many individuals and there was still a battle with substance abuse. Police were responding to problems at Kohl's, Fred Meyer, and Home Depot at Snohomish Station. Officers continued to work with the merchants to try to be successful and innovative.

Vehicle Thefts were only up 9% which was consistent from quarter to quarter. It would never be eliminated completely but it was a moderate increase. Vehicle Prowl saw a 100% decrease but had been reclassified for 2014 which was why Prowl numbers went up 100%. It was reclassified to have a more accurate representation within the county. Instead of calling it a Vehicle Prowl, it was now termed a Prowl of a Vehicle so it could be separated out as compared to a theft.

Councilmember Kaftanski asked how many of the 131 incidents of theft in the third quarter were associated with the major stores at Snohomish Station.

Chief Flood had not specifically broken out those numbers but his understanding from the officers was that around 75% was from Snohomish Station.

Councilmember Kaftanski considered that to be an important point because there was a story behind the numbers. It would be reasonable to everyone to see a lot of shoplifting at that location. It wasn't necessarily theft within the residential areas or other areas of the City; it was concentrated in this major retail hub which was similar to other retail hubs across the county. It would be nice to confirm that next time and keep it in their own perspective that this was not widespread throughout the entire City. This was one of the issues to be dealt with related to a major retail center.

Chief Flood agreed that was an accurate observation. The department had increased patrols in that area because of the high frequency of theft. He would have a better number next time to represent exactly where the breakdown was throughout the community.

Mayor Guzak pointed out the maps showed where the activities were occurring.

Chief Flood provided one caution with the maps. When there was a high concentration of a similar crime, there wasn't always enough room on the map to have an icon to represent the number of occurrences. One icon could represent 25 occurrences at one location.

Highlighted crimes included assault and domestic violence. Assault had decreased 58% which was very nice to see. Domestic violence was also down 16%. Some of that was due

to educational campaigns. October's focus was on domestic violence within the community, educating people about how to get help and proper ways to deal with family problems at home. There was a transient population; people living in apartments tended to move out so those numbers went up and down. The officers responded to a lot of apartment complexes specifically for domestic violence-related issues. Some of it could be the financial stress that people were in, creating the close environment they lived in, and they were agitated.

Traffic-related incidents focused on collisions which had a 16% decrease. *Driving Under the Influence* had a 25% increase which was nice to see because it meant officers were picking up more people under the influence in the community. The DUI number could fluctuate so it didn't always represent the entire story. In the Fall they tried to emphasize DUIs so there typically was an increase in those numbers. The number could drop considerably if he told the officers to quit looking for DUIs but that wasn't what they were after here.

Traffic Complaints were down 28%. The department made a concerted effort to have the speed trailer out in the community; follow up with the traffic unit which was the motorcycle officers seen in the community; or to have volunteers patrolling the neighborhoods to provide a presence. Whatever could be done to bring awareness to speeding in the community and the safety issues was what they wanted to emphasize by using the resources available to them.

Councilmember Burke asked what percent of the DUIs were alcohol-related versus other things like marijuana.

Chief Flood could say with certainty that right now all were alcohol-related. There had not been an instance related to marijuana because of the cumbersome process to draw blood. The officer had to write a search warrant to draw blood from someone. Because of that additional requirement to gather that evidence from the suspected individual, an officer was unavailable for a couple hours while they composed a warrant, found a judge to sign the warrant, and then went to the hospital.

Councilmember Burke had seen three separate people in the last two weeks smoking pot while they were driving; two on southbound I-5 and one today. He read recently that in the culture of marijuana smokers nationwide, they tended to think they could drive safely for both recreational and medicinal use. Was that true?

Chief Flood agreed that marijuana smokers, as well as alcoholics, felt they could drive better while impaired. It wasn't necessarily the product they were using but the individual's mind set and it was a complete misunderstanding. It had been demonstrated in driving awareness campaigns where people wore 'driving impaired' goggles on driving courses to simulate being under the influence of alcohol and these were individuals who thought they could drive better when they were impaired. They couldn't; when someone was impaired their understanding and thought processes were also impaired. While they thought they may be driving better, he had followed many individuals who were either influenced by alcohol or drugs. They drove way under the speed limit which was typically the first red flag for officers and then they started to wander within their lanes. There was evidence to show their capability to drive was certainly diminished when they were under the influence of something.

Snohomish was compared to its neighbors of Gold Bar, Monroe and Sultan in the numbers for burglary, theft, vehicle theft and prowls. He was pleased to see the City back where it should be. In the second quarter the City was ahead of Monroe but now Monroe was at 178 while the City was at 115. Because the City's population was less, its Crime per Thousand

was 12.4, a little higher than Monroe's 10.1, but the overall crime rate was much better here. The crime pattern on the map tended to be clustered around the traditional portion of town, along Avenue D toward the high school, and 13th Street as it pertained to theft and burglaries. Along Bickford Avenue about where the Snohomish Station was located, there were quite a few icons indicating theft. Again, a single icon could represent multiple instances of the same type of activity. Vehicle prowls and thefts were seen around Snohomish Station. Closer to the residential neighborhoods they saw the burglaries associated with homes. About a year ago things were looking a little different.

Regarding vehicle thefts, people were not stealing cars to re-sell or send overseas. Cars typically nowadays were being stolen for transportation reasons. A car was taken from here and driven into Everett as an acceptable mode of transportation for people suffering from substance abuse issues. Just because a car was stolen, it didn't mean it was anything sinister. It's more likely a crime of opportunity. This time of year people left their cars unlocked and running to defrost; that was an opportunity for someone to jump in and drive away.

Councilmember Schilaty asked how law enforcement was dealing with pulling people over in a DUI situation, and if it's marijuana, having to make the choice of taking themselves off the beat for four hours. This had to be a thought process happening with officers out there.

Chief Flood said there was still the ability to present the case to the prosecutor based on the officer's observations minus a blood draw. If an officer observed driving and then pulled the car over, there were observations of the driver outside the car such as lack of coordination and disorientation. The officer could still do the standard field sobriety test - touch the nose or walk a line - all of which could be articulated in the officer's report. They always assumed that the judge would throw out any data that could be thrown out for technical reasons. The same could hold true for a blood draw; there could be reasons to discount it and not make it part of the evidentiary packet for prosecution. The police could still move forward with the observations of someone who was probably under the influence of marijuana. That would only take an officer off the road about an hour which was much quicker. They were also trying to come up with a search warrant boilerplate for blood. The circumstances and the wording were pretty much standard. If they could trim it down to 'fill in the blanks' and ship that to a judge at 2 a.m. for authorization, they were more apt to get approval of something already established as acceptable language so the police could move forward with the blood draw. If there was an accident involving an impaired driver and another person was injured, there would be a search warrant and blood draw regardless.

Councilmember Schilaty asked if impairment was impairment regardless of the substance. Were different tests used?

Chief Flood said someone could be hopped up on cold medication and be impaired. The only difference was the pupil would indicate in a certain fashion, either constricted or dilated, when someone was suspected to be under the influence of a narcotic, in conjunction with the lack of coordination.

Councilmember Schilaty thought it was a matter of education. Many people felt impairment was different depending on what was being used.

Councilmember Burke confirmed when an officer suspected someone under the influence of something like marijuana, a search warrant was needed to draw blood. It was very expensive to take an officer off-line for that amount of time. Was there any precedent for a private service provider who could come to the site? A judge could approve the order and someone

could come to the officer at the car and take the blood.
Chief Flood said the act of drawing blood was the quickest part. Once they had the approval from the judge, it was just a matter of running to the hospital or an open clinic to capture the blood. There wasn't enough demand in the community to support that kind of a business.

8. **CONSENT ITEM - AUTHORIZE** payment of claim warrants #55468 through #55567 in the amount of $324,189.43, and payroll checks #14569 through #14598 in the amount of $425,201.99 issued since the last regular meeting

   MOTION by Hamilton, second by Randall, to pass the consent agenda. The motion passed unanimously (7-0).

9. **OTHER BUSINESS/INFORMATION ITEMS -** none

10. **COUNCILMEMBER COMMENTS/LIAISON REPORTS**

    Councilmember Hamilton said the Planning Commission would meet tomorrow night at the Carnegie Building to continue their yeoman work on the comp plan. Community Transit's monthly board meeting would be Thursday afternoon. One item that came up was that it usually took about 2-1/2 years to get a new bus. CT has a contract next year for 17 double-tall buses, which have a few more seats on them, as replacements, and has the option to add 5 more buses to the contract. The commuter routes into Seattle were so heavy that with $4 million in the budget CT was going to add 5 buses that quick. It will make some difference but the morning commute time from Everett to Seattle was ugly; over the last three years it had increased 18 minutes and would continue to get worse.

    Councilmember Burke clarified that he wasn't thinking about a business opportunity in the previous discussion.

    Councilmember Rohrscheib apologized to the Council and staff for being late to the earlier Transportation Benefit District meeting this evening.

    Councilmember Kaftanski said since the last meeting staff sent out letters to property owners and business owners and there has been fairly good compliance with ramping back signage. There was only one business left that needed to comply.

    Councilmember Schilaty said the Economic Development Committee met last week and went over the City's marketing plan. The fact that the commutes to Seattle were getting increasingly worse had come up. The EDC would like the marketing plan to focus on getting businesses to move here by looking at what businesses could relocate here to get a work force that didn't need to commute. Available lands was always an issue. A tipping point came where businesses would consider moving when their employees were stuck in traffic. The EDC was fairly supportive of the Hal Moe pool plan. However it was pointed out that going forward with something at both the Carnegie and the pool probably wasn't prudent, given budget constraints and need. They felt the City shouldn't let the pool property languish but in moving forward the City needed to be realistic about what could actually be done with it. There was some discussion as to whether it should be tied to the municipal parks district. Parking came up again. There was still a possibility of some hybrid situation where there were at least some timed spaces on First Street.

11. **MANAGER'S COMMENTS**

Several holiday events were coming up before the next Council meeting: Sip and Shop Wine Walk downtown; Chase the Grinch fun run at the Riverfront and Centennial Trails; Breakfast with Olaf at the Waltz Building; Making Spirits Bright tasting festival; and the Historical Society Parlor Tour.

12. **MAYOR'S COMMENTS**

The Boards and Commissions appreciation reception was also coming up on December 8th at Collector's Choice. It was usually a fine celebration.

Mayor Guzak delivered the Association of Washington Cities' packets to the Council and asked them to look at the cities' action agendas. AWC helped cities make sure their issues were put in front of the state Legislature. Items on the list included a transportation package; restore the commitment to invest in public infrastructure; give back more shared revenue; restore the liquor taxes; more flexibility for cities related to property tax and taxing authority; and asking the state to share a portion of the 75% excise tax on recreational marijuana. That wouldn't apply to Snohomish as it isn't being sold in town. The City was a member and paid for AWC services. AWC had a great website and was very effective

Santa Clause came to town in the pouring rain in a short parade from the Visitor Information Center. Activities were moved to the Waltz Building from the gazebo. *Historic Downtown Snohomish* did a great job decorating for the event. About 60 people came to talk to Santa.

The Kiwanis 60th Anniversary party was at the senior center last Sunday and the Council's congratulatory proclamation was read again. John Hagar's retirement party was on Saturday at Collector's Choice. The new owner was going to try to make the restaurant a regional attraction.

13. Adjourn to **EXECUTIVE SESSION** at 8:40 p.m. to discuss personnel and property acquisition for fifteen minutes with action anticipated on both items. *(property acquisition was added at the beginning of the meeting)*

Reconvene at 8:58 p.m.

MOTION by Burke, second by Rohrscheib, that the City Council authorize the City Manager to execute the Memorandums of Understanding and Appendices, effective January 1, 2015 through December 25, 2016, of the Office-Technical and Public Works labor contracts with Teamsters Union Local 763. The motion passed unanimously (7-0).

MOTION by Hamilton, second by Rohrscheib, that the City Council authorize the City Manager to execute an agreement for the purchase of real property from Mr. and Mrs. Stocker and the Stocker Family Trust. The motion passed unanimously (7-0).

14. **ADJOURN** at 9 p.m.

APPROVED this 16th day of December 2014

CITY OF SNOHOMISH	ATTEST:
_____	_____
Karen Guzak, Mayor	Torchie Corey, City Clerk

PUBLIC HEARING 5

Date: December 16, 2014

To: City Council

From: Larry Bauman, City Manager

Subject: **Ordinance 2282 for Franchise Extension with Comcast Cable Holdings LLC**

The purpose of this item is for the proposed adoption of Ordinance 2282 extending for five years the City's previously negotiated franchise with Comcast Cable Holdings LLC. The proposed extension (attached) would extend and continue all terms of the franchise adopted by the City Council in 2008.

BACKGROUND:
The previous non-exclusive franchise agreement was approved by the City Council following a request for proposals (RFP) issued April 15, 2004. The cable services provider is Comcast Cable Holdings LLC.

Federal legislative and court decision preemptions of local authority regarding local cable services continue as a trend that has undermined the ability of local government to effect significant customer service improvements in franchise agreements for cable television operators. Thus, the use of the franchise process to produce improvements in terms to benefit customers or local jurisdictions for such services appears to have become an unsuccessful or frustrating tactic for local governments. Due in part to Comcast staff retirements and reassignments, the franchise expired in 2013, and Comcast staff was not available at that time to work with the City on the extension. However, all fees, terms and conditions of that franchise agreement have been mutually honored by both the City and Comcast during the expired period. The proposed franchise would be retroactive to the termination date of the previous franchise, and it has been reviewed and approved by the franchisee.

FRANCHISE TERMS:
The franchise agreement provides the following standards for customer services and benefits to local government and would be extended for five years with the existing terms that are in place:

- Senior and low-income discount rates—the agreement continues to provide discounted rates to seniors and low-income residents;
- Complimentary Cable Services—the agreement provides for free cable basic and expanded service at up to three emergency operations locations plus basic service at any fire station, police station, school, public library and municipal building within the City;
- Right of Way Liabilities—the agreement includes previously improved language for protecting City streets for work within its rights of way;
- Term—the franchise agreement would be extended to July 12, 2019;
- Franchise fee—the federal laws restrict franchise fees to no more than 5 percent of the cable operator's gross annual revenues, and this is what our proposed franchise provides, consistent with the existing agreement and currently budgeted for the City's General Fund.

PUBLIC HEARING 5

STRATEGIC PLAN REFERENCE: Not applicable

RECOMMENDATION: That the City Council ADOPT Ordinance 2282 for a five-year extension of the Franchise Agreement with Comcast Cable Holdings LLC.

ATTACHMENT: Ordinance 2282 for Cable Franchise Extension

CITY OF SNOHOMISH
Snohomish, Washington

ORDINANCE 2282

AN ORDINANCE OF THE CITY OF SNOHOMISH, WASHINGTON EXTENDING THE TERM OF THE CABLE FRANCHISE AGREEMENT WITH COMCAST OF CALIFORNIA/COLORADO/WASHINGTON INC. (NOW COMCAST CABLE HOLDINGS, LLC); AMENDING ORDINANCE 2152; APPLYING THE FRANCHISE EXTENSION RETROACTIVELY AND PROVIDING FOR SEVERABILITY.

WHEREAS, pursuant to RCW 35A.47.040, the City is authorized to grant one or more non-exclusive franchises to construct, maintain, repair, replace, upgrade, rebuild and operate a cable television system within the City; and

WHEREAS, Comcast of California/Colorado/Washington I, Inc.(now Comcast Cable Holdings, LLC) ("Comcast") currently holds or has held a franchise to make use of city streets and rights-of-way for the purposes of construction, operation, maintenance and reconstruction of a Cable Communication System in the City of Snohomish, ("City"), granted by Ordinance 2152 (The "Franchise"), effective July 22, 2008 for a five (5) year term expiring on July 21, 2013; and

WHEREAS, the City has reviewed Comcast's performance under the prior franchise and the quality of service during the prior franchise term, has identified the future cable-related needs and interests of the City and its citizens, and has determined that Comcast's plans for operating and maintaining its Cable System are adequate; and

WHEREAS, the City has a legitimate and necessary regulatory role in ensuring the availability of Cable Service, the technical capability and reliability of a cable system in the Franchise Area, and quality customer service; and

WHEREAS, Comcast and the City have agreed that it is in the best interest of both parties to extend the terms of the current franchise agreement for a period of six (6) years for the period of July 22, 2013 to July 21, 2019; and

WHEREAS, in the Acceptance set forth below Comcast has agreed to be bound by the provisions of the franchise approved by Ordinance 2152 except as amended by this ordinance; and

WHEREAS, in consideration of the mutual promises set forth herein and the provisions of the original Franchise attached hereto as Exhibit A, and other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged;

NOW, THEREFORE, The City Council of the City of Snohomish, Washington, do ordain as follows:

Section 1. Subject to the approval and written consent of Comcast set forth at the end of

this Ordinance, the City Council hereby approves, and the City Manager is hereby authorized to extend the term of the Cable Franchise set forth in Ordinance 2152 and sections 2.3 and 2.4 of Ordinance 2152 are hereby revised, to reflect a six (6) year term extension, commencing on July 22, 2013 and ending July 21, 2019.

Section 2. This Ordinance shall have retroactive effect so that the effective date of this amending Ordinance and the Exhibit A Franchise Agreement shall be July 22, 2013 and shall terminate on July 21, 2019.

Section 3. Except as provided herein, all provisions of Ordinance 2152 and Exhibit A shall remain in full force and effect, unchanged.

Section 4. Severability. Should any section, paragraph, sentence, clause or phrase of this Ordinance, or its application to any person or circumstance, be declared unconstitutional or otherwise invalid for any reason, or should any portion of this Ordinance be pre-empted by state or federal law or regulation, such decision or pre-emption shall not affect the validity of the remaining portions of this Ordinance or its application to other persons or circumstances.

ADOPTED by the City Council and **APPROVED** by the Mayor this ____ day of ____, 2014.

CITY OF SNOHOMISH

By_____
KAREN GUZAK, MAYOR

Attest:

By_____
TORCHIE COREY, CITY CLERK

Approved as to form:

By_____
GRANT K. WEED, CITY ATTORNEY

Accepted and agreed to this ____ day of _____, 2014.

COMCAST OF CALIFORNIA/COLORADO/
WASHINGTON I, INC. (NOW COMCAST
CABLE HOLDINGS, LLC)

By:_____
Its:___

Attest:

THE CITY OF SNOHOMISH, WASHINGTON

CABLE FRANCHISE

CABLE FRANCHISE

This Cable Franchise ("Franchise") is entered into in Snohomish, Washington, this ____ day of _____, 2008, by and between the City of Snohomish, Washington, a municipal corporation, (hereinafter "City") and Comcast of California/Colorado/Washington I, Inc. (hereinafter "Grantee"). The City and Grantee are sometimes referred to hereinafter collectively as the "parties."

WHEREAS, the City has reviewed Grantee's performance under the prior franchise and the quality of service during the prior franchise term, has identified the future cable-related needs and interests of the City and its citizens, and has determined that Grantee's plans for operating and maintaining its Cable System are adequate; and

WHEREAS, the public has had adequate notice and opportunity to comment on this Franchise during a public proceeding; and

WHEREAS, the City has a legitimate and necessary regulatory role in ensuring the availability of Cable Service, the technical capability and reliability of a cable system in the Franchise Area, and quality customer service; and

WHEREAS, diversity in Cable Service is an important policy goal and the Grantee's Cable System should offer a broad range of programming services; and

WHEREAS, flexibility to respond to changes in Subscriber interests within the Cable Service market is important; and

WHEREAS, the City is authorized by applicable law to grant one or more nonexclusive franchises to construct, operate and maintain a cable system within the boundaries of the City.

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

Section 1. Definitions

For the purposes of this Franchise, the following terms, phrases, words, and their derivations shall have the meanings given herein where 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 otherwise not defined shall be given their common and ordinary meaning. The word "shall" is always mandatory and not merely directory.

1.1 **"Access"** includes Educational and Governmental Access and means the availability for noncommercial use by various educational and governmental institutions and organizations in the community, including the City and its designees, of a particular Channel on the Cable System to receive and distribute Video Programming to Subscribers, including, but not limited to:

a. **"Educational Access"** means Access where Schools are the primary users having editorial control over programming and services.

b. **"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 Channel capacity designated for Educational or Governmental Access use, or otherwise made available to facilitate Access programming.

1.3 "Affiliate" means any entity that owns or controls the Grantee, or is owned or controlled by the Grantee, or otherwise has ownership or control in common with the Grantee.

1.4 "Bad Debt" means amounts lawfully owed by a Subscriber and accrued as revenues on the books of the Grantee but not collected after reasonable efforts by the Grantee.

1.5 "Basic Service" or **"Basic Service Tier"** means signals of local television broadcast stations, the Access Channel, and any additional Video Programming signals or service added to the Basic Service Tier by the Grantee.

1.6 "Cable Act" means the Cable Communications Policy Act of 1984, as amended by the Cable Television Consumer Protection and Competition Act of 1992, and the Telecommunications Act of 1996, and any amendments thereto.

1.7 "Cable Operator" means any Person or group of Persons who provides Cable Service over a Cable System and directly or through one or more affiliates owns a significant interest in such Cable System or who otherwise controls or is responsible for, through any arrangement, the management and operation of such a Cable System.

1.8 "Cable Service" means the transmission of Video Programming, or other programming service, to Subscribers and the Subscriber interaction, if any, which is required for the selection or use of such Video Programming or other programming service.

1.9 "Cable System" or **"System"** means the Grantee's Facility, consisting of a set of closed transmission paths and associated signal generation, reception, and control equipment that is designed to provide Cable Service which includes Video Programming and which is provided to multiple Subscribers within a community.

1.10 "Channel" means a portion of the spectrum which is used in a cable system and which is capable of delivering a television Channel, as television Channel is defined by federal regulations.

1.11 "City" means the City of Snohomish, Washington and all territory within its existing and future corporate limits.

1.12 "Converter" means an electronic device that converts transmitted signals to a frequency that permits their reception on an ordinary television receiver.

1.13 "Demarcation Point" means the physical point at which the Cable System enters the Subscriber's home or building.

1.14 "Designated Access Provider" means the entity or entities designated by the City to manage or co-manage Access programming and facilities. The City may be a Designated Access Provider.

1.15 "Dwelling Unit" means any building, or portion thereof, that has independent living facilities, including provisions for cooking, sanitation, and sleeping, and is designed for residential occupancy. Buildings with more than one set of facilities for cooking are multiple unit buildings unless the additional facilities are clearly accessory.

1.16 "Expanded Basic Service" means cable programming services not included in the Basic Service and excluding, for example, premium or Pay-Per-View Services.

1.17 "Facility" or **"Facilities"** means the component parts of the Cable System whether owned, rented, leased, or otherwise controlled by Grantee including, but not limited to, conduit, pedestals, coaxial cable, fiber-optic cable, amplifiers, taps, power supplies, and electronics located in the Rights-of-Way.

1.18 "FCC" means the Federal Communications Commission or its lawful successor.

1.19 "Franchise" means the non-exclusive right and authority to construct, maintain, and operate a Cable System through use of the Rights-of-Way in the Franchise Area pursuant to this contractual agreement executed by the City and Grantee.

1.20 "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.

1.21 "Gross Revenues" means all revenues or compensation received directly or indirectly by the Grantee or its Affiliates, arising from or in connection with the provision of Cable Services in the Franchise Area as calculated according to "Generally Accepted Accounting Principles" (GAAP).

This definition shall be construed so as to include all Gross Revenues to the maximum extent permitted by federal and State law, except to the extent specifically excluded in this section, and encompasses revenues that may develop in the future, whether or not anticipated. If a change in State or federal law or a decision of the FCC or a court of competent jurisdiction modifies the categories of revenue available to the City for franchise fees beyond those permitted under this definition as of the effective date, that change shall automatically be included in the definition of Gross Revenues under this Franchise, provided that the City imposes the same requirement upon any other similarly situated multichannel video provider over which the City has jurisdiction and authority to impose such fees.

Gross Revenues do not include Bad Debt but shall include any recoveries of Bad Debt. Gross Revenues also do not include the Access advance and monthly Capital Contributions

referenced in subsections 9.4 and 9.5 or any sales, excise, or other taxes collected by Grantee on behalf of a federal, State, City, or other governmental unit. The franchise fees are not such a tax and are therefore included in Gross Revenues.

1.22 "Headend" means a facility for signal reception and dissemination on the Cable System, including all related equipment.

1.23 "Leased Access Channel" means a Channel or portion of a Channel made available by Grantee for programming by others for a fee.

1.24 "Person" means any individual, sole proprietorship, partnership, association, corporation, or other form of organization or entity.

1.25 "Right-of-Way" or **"Rights-of-Way"** means all public streets, roads, avenues, alleys, and highways in the City.

1.26 "School" means any public educational institution accredited by the State of Washington, including primary and secondary Schools (K-12).

1.27 "Standard Installation" means a one hundred twenty-five (125) foot aerial drop or sixty (60) feet of underground trench connecting to the exterior Demarcation Point for Subscribers.

1.28 "State" means the State of Washington.

1.29 "Subscriber" means any Person(s) who lawfully elects to receive Cable Services provided by the Grantee by means of the Cable System.

1.30 "Tier" means a category of Cable Services provided by the Grantee for which a separate rate is charged.

1.31 "Video Programming" means programming provided by, or generally considered comparable to programming provided by, cable programmers or a television broadcast station.

Section 2. Grant of Franchise

2.1 Grant

A. The City hereby grants to the Grantee a nonexclusive authorization to make reasonable and lawful use of the Right-of-Way within the Franchise Area to construct, operate, maintain, reconstruct, repair, and upgrade a Cable System for the purpose of providing Cable Services. Such grant is 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 provide Cable Services and to fulfill the obligations set forth in the provisions of this Franchise.

B. In the event of a conflict between the provisions of the City codes, ordinances, resolutions, standards, procedures and regulations, and this Franchise, the express provisions of

this Franchise shall govern. Subject to federal and State preemption, the material terms and conditions contained in this Franchise may not be unilaterally altered by the City through subsequent amendment to any ordinance, rule, regulation, resolution, or other enactment of the City, except in the lawful exercise of the City's police power. The Grantee reserves the right to challenge provisions of any ordinance, rule, regulation, resolution, or other enactment of the City that conflicts with the rights granted by this Franchise, either now or in the future.

C. This Franchise shall not be interpreted to prevent the City from imposing other conditions to the extent permitted by law, including additional compensation for use of the Right-of-Way, should the Grantee provide service(s) other than Cable Service.

D. No rights shall pass to the 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 permit, agreement, or authorization required by the City for Right-of-Way users in connection with operations on or in the Right-of-Way or other public property, including, by way of example and not limitation, street cut permits; or

2. 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, including, without limitation, permits and agreements for placing devices on poles, in conduits, or in or on other structures.

E. This Franchise is intended to grant limited rights and interests only as to those Rights of-Way 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 the Grantee with any interest in any particular location within the Right-of-Way. This Franchise shall not be deemed to authorize the Grantee to provide service, or install cables, wires, lines, or any other equipment or Facilities upon City property other than the Right-of-Way, or upon private property without the owner's consent, or to utilize publicly or privately owned utility poles or conduits without a separate agreement with the owners thereof.

2.2 Use of Rights-of-Way

Within parameters reasonably related to the City's role in protecting the 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 Right-of-Way, and may deny access if Grantee is not willing to comply with the City's requirements.

2.3 Term

The term of this Franchise and all rights, privileges, obligations, and restrictions pertaining thereto shall be five (5) years from the effective date of this Franchise.

2.4 Effective Date

A. This Franchise and the rights, privileges, and authority granted hereunder shall take effect and be in force from and after the effective date of this Franchise. The effective date of this Franchise shall be _____, 2008.

B. The grant of this Franchise shall have no effect on the Grantee's duty under the prior franchise, 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 affect upon liability to pay all franchise fees which were due and owed under a prior franchise.

2.5 Competitive Equity

A. The Grantee acknowledges and agrees that the City reserves the right to grant one or more additional franchises to provide Cable 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 the 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 Channel and support; customer service standards; required reports and related record keeping; and notice and opportunity to cure breaches. If any such additional or competitive franchise is granted by the City which, in the reasonable opinion of the Grantee, contains more favorable or less burdensome terms or conditions than this Franchise, the City agrees that it shall amend this Franchise to include any more favorable or less burdensome terms or conditions in a manner mutually agreed upon by City and Grantee.

B. 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 serve or require to be served a copy of such application upon the Grantee by registered or certified mail or via nationally recognized overnight courier service.

C. In the event that a wireline multichannel Video Programming distributor provides video service to the residents of the City under the authority granted by federal or State legislation or other regulatory entity, the Grantee shall have a right to request Franchise amendments that relieve the Grantee of regulatory burdens that create a competitive disadvantage to the Grantee. In requesting amendments, the Grantee shall file a petition seeking to amend the Franchise. Such petition shall: (1) indicate the presence of such wireline competitor; (2) identify the basis for Grantee's belief that certain provisions of the Franchise place Grantee at a competitive disadvantage; and (3) identify the regulatory burdens to be amended or repealed in order to eliminate the competitive disadvantage. The City shall not unreasonably withhold consent to the Grantee's petition.

2.6 Effect of Acceptance

By accepting the Franchise, the Grantee acknowledges and accepts the City's legal right to issue and enforce the Franchise; 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; accepts and agrees to comply with each and every provision of this Franchise; and agrees that the Franchise was granted pursuant to processes and procedures consistent with applicable law.

Section 3. Franchise Fees and Financial Controls

3.1 Franchise Fees

As compensation for the use of the City's Rights-of-Way, the Grantee shall pay as a franchise fee to the City, throughout the duration of this Franchise, an amount equal to five percent (5%) of Grantee's Gross Revenues or such greater or lesser percentage subject to subsection 3.4 below. Accrual of such franchise fees shall commence as of the effective date of this Franchise.

3.2 Payments

The Grantee's franchise fee payments to the City shall be computed quarterly for the preceding calendar quarter ending March 31, June 30, September 30, and December 31. Each quarterly payment shall be due and payable no later than forty-five (45) days after said dates. Late payments shall be subject to applicable interest.

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. 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.

3.4 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 during the term of this Franchise, applicable federal law authorizes an amount in excess of or less than five percent (5%) of Gross Revenues in any twelve (12) month period, Grantee and City shall modify the franchise fee as authorized by applicable federal law, upon ninety (90) days written notice between the parties, provided the City agrees that all other franchised cable companies in the Franchise Area over which the City has jurisdiction will be treated in an equivalent manner.

3.5 Quarterly Franchise Fee Reports

Each payment shall be accompanied by a written report to the City, containing an accurate statement in summarized form of the Grantee's Gross Revenues and the computation of the payment amount.

3.6 Audits

Once during the term of this Franchise, upon thirty (30) days prior written notice, the City shall have the right to conduct an independent audit of the Grantee's records necessary to enforce compliance with this Franchise and to calculate any amounts determined to be payable under this Franchise. If the 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 five (5) years. Any undisputed amounts due to the City as a result of the audit shall be paid within sixty (60) days following written notice to the Grantee by the City, which notice shall include a copy of the audit findings. If the audit shows that there has been an underpayment of franchise fees by five percent (5%) or more for the time period covered, then the Grantee shall pay up to fifteen thousand dollars ($15,000) for the audit period.

If Grantee disputes all or part of the audit findings, then that matter may be referred to non-binding arbitration by either of the parties. Each party shall bear one-half of the costs and expenses of the arbitration proceedings. The decision of the arbitrator(s) shall be subject to judicial review at the request of either party.

3.7 Financial Records

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

3.8 Interest

In the event that any payment is not received by the City by the date due or if an underpayment is discovered as the result of an audit, interest shall be charged from the date due at the maximum allowed rate under State law.

3.9 Additional Commitments Not Franchise Fees

No term or condition in this Franchise shall in any way modify or affect the Grantee's obligation to pay franchise fees. Although the total sum of franchise fee payments and additional commitments set forth elsewhere in this Franchise may total more than five percent (5%) of the Grantee's Gross Revenues in any twelve (12) month period, the Grantee agrees that the additional commitments, pursuant to federal law, may not be franchise fees.

3.10 Payment on Termination

If this Franchise terminates for any reason, the Grantee shall file with the City within one hundred twenty (120) days of the date of the termination, a financial statement by a certified public accountant, showing the Gross Revenues received by the Grantee since the end of the previous calendar year. Within forty-five (45) days of the filing of the certified statement with

the City, the Grantee shall pay any unpaid amounts as indicated. If the Grantee fails to satisfy its remaining financial obligations as required in this Franchise, the City may do so by utilizing the funds available in any security provided by the Grantee, or if there have been franchise fee overpayments, the City shall reimburse the Grantee under these same time constraints.

3.11 Alternative Compensation

In the event the obligation of Grantee to compensate the City through franchise fee payments is lawfully suspended or eliminated, in whole or part, then Grantee shall pay to the City such other compensation as is required by law.

3.12 Taxes

The franchise fees shall be in addition to any taxes, levies, or assessments which are now or hereafter required to be paid by businesses in general by any law of the City, the State, or the United States including, without limitation, sales, use, utility, and business and occupation taxes.

3.13 Subscribers' Bills

In no event will Grantee unlawfully evade or reduce applicable franchise fee payments required to be made to the City due to discounted bundled services. Customer billing shall be itemized by service(s), and Grantee shall comply with all applicable laws regarding rates for Cable Services and all applicable laws covering issues of cross subsidization.

Section 4. Administration and Regulation

4.1 Rates and Charges

All of Grantee's rates and charges for Cable Services shall be subject to regulation by the City to the full extent authorized by applicable federal, State, and local laws.

4.2 No Rate Discrimination

A. Grantee's rates and charges shall be non-discriminatory so as to not disadvantage any Subscriber. Nothing herein shall be construed to prohibit:

1. The temporary reduction or waiving of rates or charges in conjunction with promotional campaigns;

2. The offering of reasonable discounts to senior citizens or economically disadvantaged citizens;

3. The offering of bulk discounts for Multiple Dwelling Units.

B. The Grantee will provide throughout the term of the Franchise a discount of thirty percent (30%) from its published rate card to Subscribers for Basic Cable Services or the Basic

Service portion of Expanded Basic Service (provided they are not already receiving a package discount in other promotional or programming package rates, at which time the promotional or programming package rate will apply) who are age 65 years or older or permanently disabled, provided that such individual(s) are the legal owner or lessee/tenant of the Dwelling Unit and are low income under federal guidelines.

C. Those Subscribers currently receiving any low income discount that differs in terms from the above will continue to receive discounted service on those terms; however, any new applicants will receive a discount based on the terms of this Franchise. The City, its designee, or Grantee, at the City's discretion, will be responsible for determining an individual's eligibility under this program.

4.3 Filing of Rates and Charges

A. Throughout the term of this Franchise, the Grantee shall provide to the City a complete schedule of applicable rates and charges for Cable Services provided under this Franchise.

B. On an annual basis, the Grantee shall, upon request, provide a complete schedule of current rates and charges for any and all Leased Access Channels or portions of such Channels. The schedule shall include a description of the price, terms, and conditions established by the Grantee for Leased Access Channels.

4.4 Late Fees

If the Grantee assesses any kind of fee for late payment, such fee shall comply with applicable law. The 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 income level of the Subscribers.

4.5 Determination of Subscribers Located in the Franchise Area

The City shall provide to the Grantee a current map and address list of the Franchise Area. The City agrees to update the map as necessary to incorporate any annexations and to provide a copy of the updated map to the Grantee. The Grantee shall ensure that franchise fee payments submitted to the City are attributable only to those Subscribers in the Franchise Area.

4.6 Performance Evaluation

A. 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.

B. All evaluation sessions shall be announced at least one (1) week in advance in a newspaper of general circulation in the Franchise Area.

C. Topics that may be discussed at any evaluation session 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 herein and further provided that the City may seek legal or equitable remedies without first holding a performance evaluation session.

D. During evaluations under this subsection, the Grantee shall fully cooperate with the City and shall provide such information and Franchise compliance documents as the City may require to perform the evaluation.

4.7 Reserved Authority

The City and Grantee reserve all of their rights and authority arising from the Cable Act and any other relevant provisions of federal, State, or local laws.

Section 5. Financial and Insurance Requirements

5.1 Indemnification

A. General Indemnification. The Grantee shall indemnify, defend, and hold the City and its authorized agents harmless from any claim, damage, loss, liability, cost, or expense, including court and appeal costs and attorneys' fees and expenses, arising from any casualty or death to any persons or accident to any property or equipment arising out of, or by reason of, any construction, excavation, operation, maintenance, reconstruction, relocation, or any other act done under this Franchise, by or for the Grantee, its authorized agents, or its employees, or by reason of any neglect or omission of the Grantee, its authorized agents or its employees. The Grantee shall consult with the City while conducting its defense of the City.

B. 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 the Grantee in a timely manner, which defense shall be at the Grantee's expense. The City may participate in the defense of a claim, and in any event, the Grantee may not agree to any settlement of claims financially affecting the City without the City's written approval, which shall not be unreasonably withheld.

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

D. 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 the Grantee to represent the City, the Grantee shall select other counsel not in conflict with the City.

5.2 Insurance Requirements

A. General Requirement. Grantee must have adequate insurance during the entire term of this Franchise to protect the City against claims for death or injuries to persons or damages to property or equipment which in any way relate to, arise from, or are connected with this Franchise, or involve Grantee or its agents.

B. Minimum Insurance Limits. The Grantee shall maintain the following insurance limits:

1. Commercial General Liability: $2,000,000 per occurrence, $2,000,000 general aggregate, and $1,000,000 products/completed operations aggregate.

2. Automobile Liability: $2,000,000 combined single limit.

3. Workers Compensation Insurance limits in accordance with State law requirements.

4. Excess or Umbrella Liability: $5,000,000 each occurrence and $5,000,000 policy limit.

C. Endorsements.

1. Commercial General Liability insurance policies are to contain, or be endorsed to contain, the following:

a. The Grantee's insurance coverage shall be primary insurance with respect to the City. Any insurance, self-insurance, or insurance pool coverage maintained by the City shall be in excess of the Grantee's insurance and shall not contribute to it.

b. The Grantee's insurance shall not be canceled or the limits reduced, except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the City.

c. The Grantee's insurance shall name the City as an additional insured.

2. If the insurance is canceled or reduced in coverage, Grantee shall provide a replacement policy.

D. Acceptability of Insurers. The insurance obtained by Grantee shall be placed with insurers with a Best's rating of no less than "A VII" that are authorized to insure in the State.

E. Verification of Coverage. The Grantee shall furnish the City with signed certificates of insurance upon acceptance of this Franchise.

F. No Limitation. Grantee's maintenance of insurance policies required by this Franchise shall not be construed to limit the liability of Grantee to the coverage provided in the insurance policies, or otherwise limit the City's recourse to any other remedy available at law or in equity.

5.3 Letter of Credit

A. 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 Grantee shall, upon written request, establish and provide to the City, as security for the faithful performance by Grantee of all of the provisions of this Franchise, an irrevocable letter of credit in the amount of twenty thousand dollars ($20,000).

B. If a letter of credit is furnished pursuant to 5.3 A, the letter of credit shall then be maintained at that same amount throughout the remaining term of this Franchise.

C. After the giving of notice to Grantee and expiration of any applicable cure period, the letter of credit 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 and expenses borne by the City to correct Franchise violations not corrected by Grantee; and

3. Liquidated damages assessed against Grantee as provided in this Franchise.

D. Within ten (10) days following notice that a withdrawal from the letter of credit has occurred, Grantee shall restore the letter of credit to the full amount required by 5.3 A. Grantee's maintenance of the letter of credit shall not be construed to 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.

E. Grantee shall first appeal to the City Council for reimbursement in the event Grantee believes that the letter of credit was drawn upon improperly. Thereafter, Grantee shall have the right of judicial appeal if Grantee believes the letter of credit has not been properly drawn upon in accordance with this Franchise.

5.4 Bond(s)

A. The Grantee shall provide a performance bond to ensure Grantee's faithful performance of any and all of the terms and conditions of this Franchise. The Franchise performance bond shall be in the amount of twenty-five thousand dollars ($25,000).

B. The City reserves the right, consistent with the City Code, to require project specific construction bonds in addition to the bond required in 5.4 A.

C. The Grantee shall pay all premiums or costs associated with maintaining the bond(s), and shall keep the same in full force and effect at all times during the term of this Franchise.

D. The parties agree that the Grantee's maintenance of the bond(s) shall not limit the liability of the Grantee to the amount of the bond(s) or otherwise limit the City's recourse to any other remedy available at law or equity.

Section 6. Customer Service Standards

The Grantee shall comply with lawful Customer Service Standards as provided in the City Code as it exists on the date of adoption of this Franchise, and as may be lawfully amended from time to time by the City thereafter. The Grantee reserves the right to challenge any Customer Service Standard that it believes is inconsistent with federal law or the contractual rights granted in this Franchise.

Section 7. Reports and Records

7.1 Inspection of Records

The City shall have access to, and the right to inspect, any books and records of Grantee that are not identified as proprietary or confidential which are reasonably necessary to enforce Grantee's compliance with the provisions of this Franchise that directly affect the City, at the Grantee's regional office during normal business hours and without unreasonably interfering with Grantee's business operations. 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 copy of all reports and records required under this or any other Section shall be furnished to the City at the sole expense of Grantee. If the requested books and records are too voluminous, or identified as proprietary and confidential, or for security reasons cannot be copied or removed, then the City shall inspect them at Grantee's regional office. If any books or records of Grantee are not kept in a regional office and not made available in copies to the City upon written request as set forth above, and if the City determines that an examination of such records is necessary for the enforcement of this Franchise, then all reasonable travel expenses incurred in making such examination shall be paid by Grantee.

7.2 Public Records

Grantee acknowledges that information submitted to the City is subject to State public disclosure laws.

7.3 Copies of Federal and State Documents

Upon written request, the Grantee shall submit to the City copies of any pleadings, applications, notifications, communications, and documents of any kind, submitted by the Grantee or its Affiliates to any federal, State or local courts, regulatory agencies and other government bodies if such documents directly relate to the City. The Grantee shall submit such documents to the City no later than thirty (30) days after receipt of the City's request. The Grantee shall not claim confidential, privileged or proprietary rights to such documents unless under federal, State, or local law such documents have been determined to be confidential by a court of competent jurisdiction, or a federal or State agency.

7.4 Reports of Regulatory Violations

Grantee shall provide copies to the City of any report, order, consent decree, or other formal determination of any regulatory agency having jurisdiction over Grantee pertaining to any alleged violation by Grantee of any applicable rule or law of the agency regarding the Grantee's provision of Cable Service in the Franchise Area.

7.5 Map Required

Grantee shall provide to the City upon request a route map that depicts the general location of the Cable System Facilities placed in the Rights-of-Way in either electronic format or hard copy, at Grantee's discretion. The route map shall identify Cable System Facilities as aerial or underground and is not required to depict cable types, number of cables, electronic equipment, and service lines to individual Subscribers.

7.6 Annual Reports

Upon request, 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:

A. 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, who may also be the chief financial officer or controller of Grantee; and

B. 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 number of Subscribers for each class of Cable Service (i.e., Basic, Expanded Basic Service, premium, etc.).

7.7 False Statements

Any intentional false or misleading statement or representation in any report required by this Franchise shall be a material breach of this Franchise and may subject the Grantee to any remedy, legal or equitable, which is available to the City under this Franchise.

Section 8. Programming

8.1 Broad Programming Categories

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

A. News, weather, sports, and information;

B. Education;

C. General entertainment including movies and family oriented programming; and

D. Government.

8.2 Deletion of Broad Programming Categories

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.

8.3 Parental Control Device

Upon request by any Subscriber, Grantee shall make available a parental control or lockout device, trap, or filter 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. Such devices, traps, or filters will be provided at no charge to the Subscriber, unless otherwise provided by federal law.

Section 9. Access

9.1 Access Channel

A. The Grantee shall make available and maintain throughout the term of this Franchise one (1) Access Channel which shall be shared by the communities of Lake Stevens, Monroe, Snohomish, and Sultan and be made available as part of the channel lineup in accordance with applicable law.

B. 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.

C. If Grantee makes a change in its Cable System and related equipment and Facilities, or in its signal delivery technology, which directly or indirectly affects the signal quality or method or type of transmission of Access programming or services, Grantee shall take all necessary technical steps, including the acquisition of all necessary equipment, up to the point of demarcation

to ensure that the capabilities of the Access Channel and delivery of Access programming are not diminished or adversely affected by such change.

D. The Grantee will use reasonable efforts to minimize the movement of the Access Channel assignment. The Grantee shall provide to the City a minimum of sixty (60) days notice prior to any relocation of the Access Channel unless the movement is required by federal law, in which case Grantee will provide the maximum amount of notice possible.

9.2 Management of Access Channel

A. The City may authorize Designated Access Providers to control, operate and manage the Access Channel. The City or its designee may formulate rules for the operation of the Access Channel, consistent with this Franchise.

B. As of the effective date of this Franchise, the Grantee shall maintain all existing return line(s) to facilitate the City's current Access connectivity to Grantee's Headend and hubs. If the City desires to relocate or expand the return line(s) to new location(s) over the term of this Franchise, upon one hundred twenty (120) days written request by the City and at the City's cost for Grantee's reasonable time and materials, the Grantee shall construct the requested return line(s).

9.3 Message Insertion

The Grantee, upon request, shall provide the City the opportunity to include one (1) bill insertion message per year throughout the term of the Franchise. The City shall be responsible for the costs of printing its bill insertion, the cost of inserting the information into the Grantee's bills and for any incremental postage costs. Bill insertions must conform to the Grantee's reasonable mailing requirements and availability of space.

9.4 Access Advance

Within forty-five (45) days of the City's request, Grantee shall pay to the City a capital advance in the amount of $7,575. This is an advance payment of the Capital Contribution set forth in subsection 9.5. These funds may be used by the City for Access capital expenditures as permitted by federal law.

9.5 Monthly Capital Contributions

If a capital advance is provided to the City under subsection 9.4, Grantee may recover the capital advance from Subscribers in an amount not to exceed $0.25 per Subscriber per month (the monthly "Capital Contribution"). If the Grantee recoups the full payment amount prior to the expiration date of the Franchise, then upon written request, the Grantee shall continue to collect the monthly Capital Contribution and remit it to the City on a quarterly basis. After Grantee recoups the capital advance, then upon forty-five (45) days written notice, the monthly amount may be adjusted upon approval by the City Council but not to exceed $0.25 per Subscriber per month. Grantee shall not be responsible for paying the monthly Capital

Contribution with respect to gratis or Bad Debt accounts. The City shall have discretion to allocate the capital advance and monthly Capital Contribution in accordance with applicable law and will provide to Grantee an annual report within sixty (60) days of the end of each calendar year. To the extent the City makes Access capital investments using City funds after the effective date of this Franchise and prior to receiving the capital advance or monthly Capital Contribution funds, the City is entitled to apply the subsequent capital advance and monthly Capital Contribution payments from Grantee toward such City capital investments.

Section 10. General Right-of-Way Use and Construction

10.1 Right-of-Way Meetings

Subject to receiving advance notice, Grantee will make reasonable efforts to attend and participate in meetings of the City regarding Right-of-Way issues that may impact the Cable System.

10.2 Joint Trenching

Grantee agrees to cooperate with others to minimize adverse impacts on the Rights-of-Way through joint trenching and other arrangements where technically and economically feasible.

10.3 Notice to Private Property Owners

Except in the case of an emergency involving public safety, Grantee shall give reasonable advance notice of significant construction work in adjacent Rights-of-Way to private property owners or tenants.

10.4 Poles and Conduits

A. This Franchise does not grant, give, or convey to the Grantee the right or privilege to install its Facilities in any manner on poles or equipment of the City or of any other Person.

B. The Grantee and the City recognize that situations may occur in the future where the City may desire to place its own conduit and fiber optic cable in trenches or bores opened by the Grantee. The Grantee agrees to cooperate with the City in any such construction that involves trenching or boring. The Grantee shall allow the City to lay City conduit and fiber optic cable in the Grantee's trenches and bores, provided that the City and Grantee enter into a mutually acceptable cost sharing arrangement consistent with State law. The City shall be responsible for maintaining its respective conduit and fiber optic cable, which is buried in the Grantee's trenches and bores.

10.5 Movement of Facilities During Emergencies

During emergencies, except those involving imminent danger to the public health, safety, or welfare, the City shall provide notice to Grantee, at a designated emergency response contact number, to allow Grantee the opportunity to respond and remedy the problem without disrupting

Cable Service. If after providing notice, the Grantee fails to timely respond, the City may move Grantee's Facilities.

10.6 Movement of Cable System Facilities

A. Nothing in this Franchise shall prevent the City or public utilities from constructing any public work or capital improvement. The Grantee shall pay the costs associated with any requirement of the City to relocate its Cable System Facilities located in the Right-of-Way. Following sixty (60) days written notice by the City, the Grantee shall remove, replace, relocate, modify, or disconnect any of its Facilities within any Right-of-Way, or on any other property of the City, except that the City shall provide at least one hundred twenty (120) days written notice of any major City capital improvement project which would require the permanent removal, relocation, replacement, modification, or disconnection of the Grantee's Facilities or equipment from the Right-of-Way. If the Grantee fails to complete this work within the time prescribed and to the City's satisfaction, the City may cause such work to be done and bill the cost of the work to the Grantee. The Grantee shall remit payment to the City within forty-five (45) days of receipt of an itemized list of those costs.

B. 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 City franchise holder(s), Grantee shall, after at least thirty (30) days advance written notice, take action to effect the necessary changes requested by the responsible entity, as long as, the other franchise holder(s) pay for the Grantee's time and material costs associated with the project and Grantee is issued a permit, if necessary, for such work by the City.

C. At the request of any Person holding a valid City permit and upon reasonable advance notice, the Grantee shall remove, replace, relocate, modify, or disconnect any of its Facilities or temporarily raise, lower, or remove its Facilities as necessary to accommodate the work under the permit. Unless the project is identified by the City as a City capital improvement project, the cost must be paid by the permit holder, and the Grantee may require the estimated payment in advance.

10.7 Inspection of Facilities

The City may inspect any of Grantee's Facilities or equipment within the Rights-of-Way and on other public property. If an unsafe condition is found to exist, the City, in addition to taking any other action permitted under applicable law, may order Grantee to make the necessary repairs and alterations specified therein forthwith to correct the unsafe condition by a time the City establishes. The City has the right to inspect, repair, and correct the unsafe condition if Grantee fails to do so, and to reasonably charge Grantee therefor.

10.8 Stop Work

A. On notice from the City that any work is being performed contrary to the provisions of this Franchise, or in an unsafe or dangerous manner as reasonably determined by

the City, or in violation of the terms of any applicable permit, laws, regulations, ordinances, or standards, the work may immediately be stopped by the City.

B. The stop work order shall:

1. Be in writing;

2. Be given to the Person doing the work and be posted on the work site;

3. Be sent to Grantee by overnight delivery 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.

10.9 Permits

A. The Grantee shall apply for, and obtain, all permits necessary for construction of any of its Facilities prior to beginning work. The Grantee shall pay all applicable fees upon issuance of the requisite permits by the City.

B. As part of the permitting process, the City may impose, among other things, such conditions as are lawful and necessary for the purpose of protecting any structures in such Right-of-Way, proper restoration of such Right-of-Way and structures, protection of the public, and the continuity of pedestrian or vehicular traffic.

C. In the event that emergency repairs are necessary, the Grantee shall immediately notify the City of the need for such repairs. The Grantee may initiate such emergency repairs, and shall apply for appropriate permits within forty-eight (48) hours after resolution of the problem.

10.10 Location of Facilities

Upon the City's reasonable request, in connection with the design of any City project, the Grantee will verify the location of its underground System within the Franchise Area by marking on the surface the location of its underground Facilities.

10.11 Restoration of Right-of-Way and Other Public Property

If the Grantee excavates, disturbs or damages any Right-of-Way or other public property, then the Grantee shall be responsible for restoration in accordance with applicable regulations. The City may, after providing notice to the Grantee and a reasonable opportunity to cure, or without notice where the excavation, disturbance, or damage may create a risk to public health or safety, repair, refill, restore, or repave any excavation, disturbance, or damage. The cost thereof shall be paid by the Grantee.

10.12 Maintenance

A. The Grantee's Cable System shall be constructed and maintained in such manner as not to interfere with sewers, 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 the Right-of-Way by, or under, the City's authority prior to Grantee's placement of Facilities.

B. The Grantee shall repair, renew, change, and improve its Facilities to keep them in safe condition.

C. The Grantee will maintain membership in good standing with One Call or other similar or successor organization designated to coordinate underground equipment locations. The Grantee shall abide by the State's "Underground Utilities" statutes as they relate to cable systems and will further comply with local procedures relating to the one call locator service program.

10.13 Right-of-Way Vacation

If any Right-of-Way or portion thereof used by the Grantee is vacated by the City during the term of this Franchise, the Grantee shall, without delay or expense to the City, remove its Facilities from such Right-of-Way, and restore, repair or reconstruct the Right-of-Way where such removal has occurred or, with the approval of the City, abandon its Facilities in place. In the event of failure, neglect or refusal of the Grantee, after thirty (30) days' notice by the City, to restore, repair or reconstruct such Right-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 the Grantee within forty-five (45) days of receipt of an invoice and documentation.

10.14 Undergrounding of Cable

A. In areas of the Franchise Area where electrical or telephone utility wiring is aerial, the Grantee may construct, operate, and maintain the Cable System aerially. The Grantee shall utilize existing poles wherever possible.

B. If electric and telephone utility wiring in an area of the Franchise Area is underground at the time of Grantee's initial construction, the Grantee shall locate its Cable System Facilities underground at no cost or expense to the City. Excluding City capital improvement projects, if electric and telephone utility wiring in an area of the Franchise Area is subsequently placed underground, then the Grantee shall locate its Cable System Facilities underground at no cost or expense to the City.

C. In the event of forced relocates that are part of a City capital improvement project that require conversion of overhead facilities to underground, such as projects that may include, but not be limited to, road widening, sidewalk installation, or beautification, Grantee agrees to bear the costs of converting Grantee's Cable System from an overhead System to an underground System. This cost includes the labor and materials to relocate Grantee's Cable

System, but does not include costs related to trenching, backfill, or restoration of any Rights-of-Way within the project area as defined by project engineering plans.

D. In the event of a Local Improvement District (LID) project that requires relocation of Grantee's Facilities, Grantee shall be reimbursed by the LID funding for all expenses incurred as a result of the project.

E. Related Cable System Facilities (such as pedestals, equipment cabinets, etc.) must be placed in accordance with applicable City Code requirements.

10.15 Avoid Interference

In the event of interference with the public health, safety or welfare, the City may require the removal or relocation of Grantee's lines, cables, and other appurtenances from the property in question at Grantee's expense.

10.16 Tree Trimming

The Grantee may trim or prune trees in the Right-of-Way that interfere with the System. Any such trimming or pruning will be performed using standard practices and be in accordance with City regulations.

10.17 Standards

A. The Grantee must comply with all federal, State, and local safety requirements, rules, regulations, 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, the Grantee must comply with the National Electric Code, National Electrical Safety Code, and Occupational Safety and Health Administration (OSHA) Standards.

B. In the maintenance and operation of its System in the Right-of-Way and other public places, and in the course of any new construction or addition to its Facilities, the Grantee shall proceed so as to cause minimal inconvenience to the general public.

10.18 Work of Contractors and Subcontractors

Work by contractors and subcontractors shall be subject to the same restrictions, limitations, and conditions as if the work were performed by the Grantee. The 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.

Section 11. System Design

A. Prior to the effective date of this Franchise, the Grantee undertook a voluntary upgrade of its Cable System to a 750 MHz hybrid fiber coaxial ("HFC") fiber-to-the-node

system architecture. The Cable System is capable of delivering high quality signals that meet or exceed FCC technical quality standards regardless of a particular manner in which a signal is transported. The Cable System has been activated for bidirectional transmissions. The Grantee agrees to maintain the Cable System in a manner consistent with or in excess of these specifications throughout the term of this Franchise.

B. Throughout the term of this Franchise, Grantee's Cable System shall reasonably meet the cable related needs and interests of the community, in light of the costs thereof.

C. Regional Cable Services provided by a Grantee from a common Headend or hub shall be deployed and made available in the City as soon as practicable and technically feasible in light of the costs thereof.

Section 12. Technical Standards

12.1 Technical Performance

The City shall have the full authority permitted by applicable law to enforce compliance with FCC technical standards.

12.2 Cable System Performance Testing

All required technical performance or other System tests may be witnessed by representatives of the City. Upon request, the Grantee will notify the City before any required technical proof-of-performance or other testing occurs.

12.3 Standby Power

Grantee shall provide standby power generating capacity at the Headend and hubs of at least twenty-four (24) hours. Grantee shall maintain strategically located standby power supplies throughout the Cable System, rated for at least four (4) hours duration.

12.4 Emergency Alert System

The Grantee is providing an operating Emergency Alert System in accordance with the provisions of State and federal laws, including FCC regulations. Grantee will test the EAS periodically, in accordance with federal regulations.

Section 13. Service Extension and Complimentary Cable Service

13.1 Service Availability

A. The Grantee shall provide an aerial installation of Cable Service within seven (7) days of a request by any Person within its Franchise Area and schedule an underground installation within seven (7) days if the Person's Dwelling Unit is passed by the Cable System. For purposes of this Section, a request shall be deemed made on the date of signing a service

agreement, receipt of funds by the Grantee, receipt of a written request by the Grantee, or receipt by the Grantee of a verified verbal request. The 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, with additional charges for non-Standard Installations computed according to a non-discriminatory methodology.

B. No customer shall be refused service arbitrarily. However, for a non-Standard Installation, such as the existence of more than one hundred twenty-five (125) feet of aerial distance or sixty (60) feet of underground trench from distribution cable to the exterior Demarcation Point for Subscribers, or a density of less than thirty (30) Dwelling Units per 5280 strand feet or sixty (60) Dwelling Units per 5280 trench feet, service may be made available on a pro rata cost basis of construction including cost of material, labor, and easements. Customers who request service hereunder will bear an incremental portion of the construction and other costs. The Grantee may require that the payment of the pro rata cost of construction borne by such potential customers be paid in advance.

13.2 Complimentary Cable Service

The Grantee will provide without charge a Standard Installation, Converter, and one outlet of Basic Service and Expanded Basic Service to a maximum of three (3) Emergency Operations Center ("EOC") sites in the City.

Also, the Grantee currently provides, as a voluntary initiative without charge, a Standard Installation, Converter, and one outlet of Basic Service to non-EOC sites [any other fire station, police station, School, public library, and municipal building (excluding jails)], and provided that the buildings are either already served or are within the Standard Installation guidelines. The Grantee shall not be required to provide an outlet to such buildings where a non-Standard Installation is required, unless the City or building owner/occupant agrees to pay the Incremental Cost (time and materials) of any necessary Cable System extension and/or non-Standard Installation. If additional outlets of Cable Service are provided to such buildings beyond those required herein, the building owner/occupant shall pay the usual installation fees associated therewith. The Cable Service provided shall not be used for commercial purposes. The City shall take reasonable precautions to prevent the inappropriate use of the Grantee's Cable System.

Section 14. Franchise Violations

14.1 Non-Material Franchise Violations

A. If the City believes that Grantee has failed to perform any non-material obligation under this Franchise, the City shall notify Grantee in writing, stating with reasonable 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 contesting the City's assertion that a default has occurred, and request a meeting in accordance with subsection (B), below; or

2. Cure the default; or

3. Notify the City that Grantee cannot cure the default within 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. In such case, the City may set a meeting in accordance with subsection (B) 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.

B. If Grantee does not cure the alleged default within the cure period stated above, or denies the default and requests a meeting in accordance with subsection (A)(1), or the City orders a meeting in accordance with subsection (A)(3), the City shall set a meeting to investigate said issues and the existence of the alleged default. The City shall notify Grantee of the meeting in writing and such meeting shall take place no less than fifteen (15) days after Grantee's receipt of notice of the meeting. At the meeting, Grantee shall be provided an opportunity to be heard and to present evidence in its defense.

C. If, after the meeting, the City determines that a default exists, Grantee and the City may agree on a plan and schedule to cure the default. Absent such agreement, the City shall order Grantee to correct or remedy the default or breach within thirty (30) days or within such other reasonable timeframe beyond thirty (30) days as the City shall determine. In the event Grantee does not cure the default within such time to the City's reasonable satisfaction, the City may pursue any other legal or equitable remedy available under this Franchise or applicable law.

14.2 Material Franchise Violations

A. The City may revoke this Franchise and rescind all rights and privileges associated with this Franchise in the event of a material violation of this Franchise, including:

1. If Grantee willfully fails for more than three (3) continuous days to provide Cable Service;

2. If Grantee attempts to practice any fraud or deceit upon the City or Subscribers;

3. If Grantee fails to provide the insurance, indemnification, performance bond, or other security required by this Franchise;

4. If Grantee fails to timely pay its franchise fees to the City and the cure period has expired;

5. If Grantee fails to timely provide the Access Channel, Access Advance, or monthly Capital Contributions; or

6. If Grantee fails to timely pay liquidated damages or any other amounts owed under this Franchise.

B. Prior to forfeiture or termination of the Franchise, the City shall give written notice to the Grantee of its intent to revoke the Franchise. The notice shall set forth the exact nature of the noncompliance. Grantee shall have thirty (30) days from such notice to object in writing and to state its reasons for such objection and provide any explanation. In the event the City has not received a timely and satisfactory response from Grantee, it may then seek a termination of the Franchise in accordance with this subsection and applicable law.

C. The City Council shall conduct a public hearing to determine if revocation of the Franchise is warranted.

1. At least thirty (30) days prior to the public hearing, the City Clerk shall issue a public hearing notice that shall establish the issue(s) to be addressed in the public hearing: provide the time, date, and location of the hearing; provide that the City Council shall hear any Persons interested therein; and provide that the Grantee shall be afforded fair opportunity for full participation, including the right to introduce evidence, to require the production of evidence, to be represented by counsel, and to question witnesses.

2. A verbatim transcript shall be made by a court reporter of such proceeding and the cost shall be paid by the Grantee.

3. Within thirty (30) days after the close of the hearing, the City Council shall issue a written decision regarding the revocation and termination of the Franchise.

D. Grantee shall be bound by the City Council's decision to revoke the Franchise unless an appeal to a court of competent jurisdiction is filed within thirty (30) days of the date of the City Council's decision. Grantee and the City shall be entitled to such relief as the court may deem appropriate.

14.3 Termination

A. If this Franchise expires without renewal or extension, or is otherwise lawfully terminated or revoked, the City may, subject to applicable law:

1. Require Grantee to maintain and operate its Cable System on a month-to-month basis until a new cable operator is selected; or

2. Purchase Grantee's Cable System in accordance with federal law.

B. The City may order the removal of the above-ground Cable System Facilities and such underground Facilities from the City at Grantee's sole expense within a reasonable period of time as determined by the City. 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 and without affecting electrical or telephone wires or attachments. The indemnification, insurance provisions, and letter of credit (if any) shall remain in full force and effect during the period of removal, and Grantee shall not be entitled to, and agrees not to request, compensation of any sort therefor.

C. If Grantee fails to complete any removal required by subsection 14.3 (B) to the City's satisfaction, after written notice to Grantee, the City may cause the work to be done and Grantee shall reimburse the City for the costs and expenses incurred within thirty (30) days after receipt of an itemized list of the costs and expenses, or the City may recover the costs and expenses through the Grantee's security instruments if Grantee has not paid such amount within the foregoing thirty (30) day time period. Any costs and expenses incurred by the City regarding such removal shall include reasonable attorneys' fees and costs and expenses for work conducted by the City staff or its agents.

14.4 Assessment of Liquidated Damages

A. 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.

B. Prior to assessing any liquidated damages, the City shall give Grantee proper written notice and a thirty (30) day right to cure or such other time as the parties agree.

C. 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.

D. 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; and one hundred dollars ($100.00) per day for any material breaches or defaults not previously listed.

14.5 No Offset

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.

Section 15. Franchise Renewal

Any renewal of this Franchise shall be governed by and comply with the provisions of Section 626 of the Cable Act, as amended, unless the procedures or substantive protections set forth therein shall be deemed to be preempted or superseded by the provisions of any subsequent federal or State law.

Section 16. Franchise Transfer

A. 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 or consolidation; 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 not be unreasonably withheld. In the event of a change in control, such consent shall not be deemed to waive any rights of the City to subsequently enforce noncompliance issues relating to this Franchise.

B. The Grantee shall promptly notify the City of any actual or proposed sale, change in, transfer of, or acquisition by any other party of control of the Grantee. The word "control" as used herein is not limited to majority stock ownership but includes actual working control in whatever manner exercised. Every change, transfer, or acquisition of control of the Grantee shall make this Franchise subject to cancellation unless and until the City shall have consented in writing thereto.

C. The parties to the sale, transfer, or change in control of the Cable System shall make a written request to the City for its approval of a sale or transfer or change in control and furnish all information required by law.

D. The City shall act on the request within the timeframe permitted by law, provided it has received a complete application with all information required by applicable law. If the City fails to render a final decision on the request within such timeframe, such request shall be deemed granted unless the requesting party and the City agree to an extension of time.

E. Within thirty (30) days of any transfer, sale, or change in control, if approved or deemed granted by the City, Grantee shall notify the City of such sale or transfer of ownership or change in control. In case of a sale or transfer of ownership, the transferee shall file its written acceptance agreeing to be bound by all of the provisions of this Franchise. In the event of a change in control, in which the Grantee is not replaced by another entity, the Grantee will continue to be bound by all of the provisions of this Franchise.

F. 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 permitted by applicable law. Additionally, such Person shall effect changes as promptly as practicable in the operation of the Cable System, if any changes are necessary, to cure any violations or defaults.

G. Notwithstanding anything to the contrary in this subsection, the prior approval of the City shall not be required for any sale, assignment, or transfer of the Franchise or Cable System to an intra-company Affiliate, provided that the Grantee must reasonably notify the City in advance and the Affiliate must have the requisite legal, financial, and technical capability and agree in writing to comply with all of the provisions of the Franchise. 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. Notices

Throughout the term of this Franchise, each party shall maintain and file with the other an 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:

The Grantee's address shall be:

Comcast of California/Colorado/Washington I, Inc.
15815 25th Ave. W.
Lynnwood, WA 98087
Attn: Franchising Department

The City's address shall be:

City of Snohomish
116 Union Avenue
Snohomish, WA 98290
Attention: City Clerk

Section 18. Miscellaneous Provisions

18.1 Discriminatory Practices Prohibited

Throughout the term of this Franchise, Grantee shall fully comply with all equal employment and nondiscrimination provisions of applicable law.

18.2 Cumulative Rights

All rights and remedies given to the City and Grantee by this Franchise shall be in addition to and cumulative with any and all other rights and remedies now or hereafter available to the parties, at law or in equity. The exercise of one or more rights or remedies shall not be deemed a waiver of the right to exercise any other right or remedy.

18.3 Costs to be Borne by the Grantee

The Grantee shall pay for all costs of publication of this Franchise.

18.4 Attorneys' Fees

If any action or suit arises in connection with this Franchise (excluding Franchise renewal proceedings), the court shall determine which party shall be entitled to recover reasonable attorneys' fees, costs, and expenses in connection therewith, in addition to such other relief as the court may deem proper.

18.5 Binding Effect

This Franchise shall be binding upon the parties hereto, their permitted successors and assigns.

18.6 Authority to Amend

This Franchise may be amended at any time by written agreement between the parties.

18.7 Venue

The venue for any dispute related to this Franchise shall be in the United States District Court for the Western District of Washington in Seattle or in the Snohomish County Superior Court in Everett.

18.8 Governing Law

The City and Grantee shall be entitled to all rights and be bound by all changes in applicable federal, State, and local laws.

18.9 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.

18.10 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.

18.11 Non-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 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.

18.12 Severability

If any section, subsection, paragraph, or provision of this Franchise is determined to be illegal, invalid, or unconstitutional by any court or agency of competent jurisdiction, such determination shall have no effect on the validity of any other section, subsection, paragraph, or provision of this Franchise, all of which will remain in full force and effect for the term of the Franchise.

18.13 Force Majeure

The 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 the Grantee to anticipate and control, including war or riots, acts of terrorism, civil disturbances, earthquakes or other natural catastrophes, labor stoppages or work delays caused by waiting for utility providers to service or monitor their utility poles to which the Grantee's Cable System is attached, or unavailability of materials.

18.14 Time Limits Strictly Construed

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

18.15 Entire Agreement

This Franchise represents the entire understanding and agreement between the parties and supersedes all prior oral and written negotiations and agreements between the parties with respect to the subject matter hereof.

18.16 Acceptance

After the passage and approval of this Franchise by Ordinance by the City Council and receipt by Grantee, this Franchise shall be accepted by Grantee by filing with the City its written acceptance of all of the provisions of this Franchise. If the acceptance is not filed, this Franchise shall then be voidable at the discretion of the City.

IN WITNESS WHEREOF, this Franchise is signed by the City of Snohomish, Washington this ____ day of _____, 2008.

CITY OF SNOHOMISH, WASHINGTON

By:_____
Larry Bauman, City Manager

Attest:

By:_____
Torchie Corey, City Clerk

Approved as to Form:

By:_____
Grant Weed, City Attorney

Accepted and agreed to this ____ day of _____, 2008.

COMCAST OF CALIFORNIA/COLORADO/
WASHINGTON I, INC.

By:_____
Its:_____

Attest:

By:_____
Secretary

ACTION ITEM 6a

Date: December 16, 2014

To: City Council

From: Jennifer Anderson, Finance Director

Subject: **2014 Financial Report – as of September 30, 2014**

The purpose of this agenda item is for the Council's review and acceptance of the 2014 Financial Report as of September 30, 2014 (See Attachment).

Background: The 2014 Budget was adopted by the City Council on November 19, 2013 in Ordinance 2260 and amended September 16, 2014 in Ordinance 2277. On a quarterly basis, staff presents a financial report to inform the Council of actual versus budgeted revenues, expenditure and year-to-date fund balances.

Analysis:

General Fund revenues received in the first three quarters of 2014 are overall on target with the 3rd quarter budget marker of 75% received. Sales tax revenue, which is the largest portion of general fund revenue sources, continue to be slightly up from the predicted amounts and continue to modestly increase; however, staff remains cautious about major increases in this revenues source as the economy is only maintaining. The CPI, for September 2014, increased 1.2% before seasonal adjustment; however, this is a decline from August 2014 at 1.5% but higher, .3% as compared to September 2013.

Utility taxes are at targeted levels and gambling taxes are exceeding the forecasted 2014 amounts as of the 3rd quarter. Overall license and permit revenues are lagging primarily due to the building permit revenue seasonal factors; however, other permit and licensing revenues in this category are near or at the forecasted budget with sign, fire alarm and gun permits being the top three sources.

Intergovernmental or shared revenues which include criminal justice and liquor profits are behind the quarterly target primarily due to PUD excise taxes not received before the end of September 2014. Other revenue include charges for development plan check fees and other development related fees plus miscellaneous revenues for penalties, fines, facility rentals, interest income, sales of fixed assets and a variety of other sources which are often hard to predict during the budget setting process and have already exceeded the 2014 budget targets to date.

Transfers-in to the General Fund for 2014 include $20,000 from the REET Fund (117) and a recent budget amendment of $48,000 from the Park Impact Fee Fund (104) for replenishing the General Fund for the Ludwig property acquisition in 2013.

Overall as of September 30, 2014, General Fund revenues are on target at 74.2% of the 2014 Amended Budget.

General Fund expenditures also continue on track with the 75% marker and most divisions are lower. The following is a summary of the General Fund divisional exceptions:

- Legislative – City Council professional services for legal services is slightly above the quarterly target.
- Administrative - Human Resources WCIA premiums and property insurance premiums paid in full in the first half of each year and additional advertising expenditures for filling 2014 open positions.
- Transfers-out due to the budget amendment of $187,000 from the General Fund to the Municipal Capital Fund for the City Hall Remodeling project.

Overall as of September 30, 2014, General Fund expenditures are below the budget target at 72.5% of the Amended Budget.

The General Fund Balance is $1.292 million as of September 30, 2014. This fund balance level is 19.9% of 2014 revenues less allocations and transfers-in sources per council current policy.

Street Fund, a special revenue fund, collects motor vehicle fuel tax revenues and receives a transfer-in from the General Fund. Revenue sources are on track with the 3rd quarter target. Street maintenance and traffic/pedestrian safety expenditures are below the 3rd quarter target as spending for these types of maintenance activities often increase and occur near the end of the year for maintenance, repairs and potential snow removal.

The Street Fund balance is $211,569 as of September 30, 2014 or 26.9% of revenue sources and is committed to future daily operational costs.

Utility Enterprise Funds are performing well as of the 3rd quarter with rate billings exceeding budgeted revenue forecasts. Utility expenditures are currently below the quarterly targets; however, like most maintenance operational divisions, costs for maintenance, repairs and capital projects are delayed and wrap up at year end.

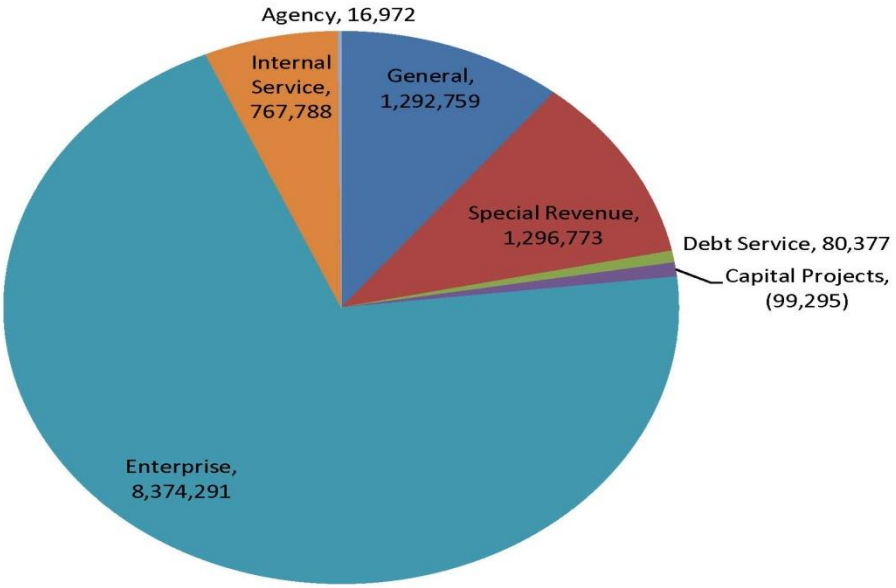
Fund Balances for the Utility Enterprise Funds as of September 30, 2014 total over $3.3 million. This combined with the multiple Utility Reserve Fund balances of $5.070 million provides for over $8.3 million dollars in reserves for daily operations, operating reserves, debt service reserves and capital projects.

Internal Service Funds utilized for City Shop and Information Services activities are funded with cost allocation sources and total expenditures are under budget for the 3rd quarter 2014.

Year-to-date Fund Balance for the City Shop is $230,223 and Information Services is $375,454. These funds are set aside for remainder of the year operations and reserves for vehicle, equipment and technology equipment replacement plans.

Non-Operating Funds budget-vs-actual revenues and expenditures, as of September 30, 2014, are listed in summary for non-operating special revenue, debt, capital projects, utility reserves, internal service and agency funds.

Fund Balance Review
Fund balances as of September 30, 2014 are $11.729 million and have been summarized by fund type. Because of the cash basis method of reporting, a reminder that fund balance is cash divided among all funds.



Staff has estimated year-end fund balances as a way to give the City Council a preliminary forecast of fund balance as we start the 2015 budget setting process. Overall year-end fund balances are expected to exceed the 2014 budgeted ending fund balance target of $10.9 million. Using the September 30, 2014 fund balances of $11.7 plus fourth quarter estimated 2014 revenue forecasts and less operating and capital projects expenditures remaining, it is anticipated that the 2014 year-end fund balance may be at the current level or above.

STRATEGIC PLAN REFERENCE: Not applicable

RECOMMENDATION: That the City Council REVIEW and ACCEPT the 2014 Financial Report as of September 30, 2014

ATTACHMENT: 2014 Financial Report as of September 30, 2014

City of Snohomish

Budget Vs. Actual - Revenues & Expenditures

As of September 30, 2014

GENERAL FUND Description	2014 Amended Budget	2014 Collected or Spent	2014 % of Budget	2014 Remaining Balance
REVENUES				
Property Taxes	1,080,230.00	571,731.13	52.9%	508,498.87
Sales Taxes	3,182,000.00	2,561,710.88	80.5%	620,289.12
Utility Taxes	1,500,000.00	1,129,741.83	75.3%	370,258.17
Gambling Tax	30,000.00	32,382.60	107.9%	-2,382.60
License & Permits	349,905.00	145,868.76	41.7%	204,036.24
Intergovernmental Shared Revenues	178,550.00	95,162.61	53.3%	83,387.39
Cost Allocation Charges	1,115,728.00	842,808.80	75.5%	272,919.20
Fines & Fees	147,500.00	193,848.00	131.4%	-46,348.00
Miscellaneous	14,350.00	55,844.83	389.2%	-41,494.83
Transfer-In	68,000.00	63,000.00	92.6%	5,000.00
Total Revenues	7,666,263.00	5,692,099.44	74.2%	1,974,163.56
EXPENDITURES				
Legislative - City Council	124,442.00	100,464.40	80.7%	23,977.60
Executive-City Manager	221,551.36	154,172.24	69.6%	67,379.12
City Clerk	208,424.04	136,527.98	65.5%	71,896.06
Human Resources	360,189.20	329,488.69	91.5%	30,700.51
Economic Development	136,049.96	105,880.59	77.8%	30,169.37
Finance	605,357.65	338,482.40	55.9%	266,875.25
Law Enforcement	3,421,650.56	2,514,111.48	73.5%	907,539.08
Building & Inspections	137,125.16	101,240.71	73.8%	35,884.45
Planning & Permitting	379,545.55	264,709.26	69.7%	114,836.29
Building & Grounds Maintenance	390,093.00	253,263.06	64.9%	136,829.94
Parks	375,956.00	269,190.69	71.6%	106,765.31
Engineering	991,000.72	707,173.50	71.4%	283,827.22
Non-Departmental	145,438.00	90,216.59	62.0%	55,221.41
Transfer-Out	870,983.00	700,112.25	80.4%	170,870.75
Total Expenditures	8,367,806.20	6,065,033.84	72.5%	2,357,993.77

GENERAL FUND		
Budgeted Increase (Decrease) in Fund Balance	(701,543.20)	
YTD Increase (Decrease)in Fund Balance		*(372,934.40)*
2014 Beginning Fund Balance	1,665,693.00	
Less Budgeted Increase (Decrease)	(701,543.20)	
2014 Budgeted Ending Fund Balance	964,149.80	
Current 2014 Fund Balance		1,292,758.60

City of Snohomish

Budget Vs. Actual - Revenues & Expenditures

As of September 30, 2014

STREET FUND Description	2014 Amended Budget	2014 Collected or Spent	2014 % of Budget	2014 Remaining Balance
REVENUES				
Motor Vehicle Fuel Tax	185,000.00	139,827.45	75.6%	45,172.55
Miscellaneous Charges	1,800.00	4,891.22	271.7%	-3,091.22
Transfer-In	600,000.00	450,000.00	75.0%	150,000.00
Total Revenues	**786,800.00**	**594,718.67**	**75.6%**	**192,081.33**
EXPENDITURES				
Street Maintenance	493,460.49	321,915.63	65.2%	171,544.86
Traffic & Pedestrian Safety	263,101.08	170,980.48	65.0%	92,120.60
Streets Administration	95,483.16	69,607.44	72.9%	25,875.72
Total Expenditures	**852,044.73**	**562,503.55**	**66.0%**	**289,541.18**
STREET FUND				
Budgeted Increase (Decrease) in Fund Balance	**(65,244.73)**			
YTD Increase (Decrease)in Fund Balance		*32,215.12*		
2014 Beginning Fund Balance	**179,354.00**			
Less Budgeted Increase (Decrease)	**(65,244.73)**			
2014 Budgeted Ending Fund Balance	**114,109.27**			
Current 2014 Fund Balance		**211,569.12**		

City of Snohomish
Budget Vs. Actual - Revenues & Expenditures
As of September 30, 2014

WATER FUND Description	2014 Amended Budget	2014 Collected or Spent	2014 % of Budget	2014 Remaining Balance
REVENUES				
Water Billings	2,047,500.00	1,698,464.72	83.0%	349,035.28
Permits & Inspections	127,058.00	17,602.71	13.9%	109,455.29
Interest & Penalties	39,400.00	39,488.00	100.2%	-88.00
Miscellaneous	3,000.00	10,211.31	340.4%	-7,211.31
Total Revenues	**2,216,958.00**	**1,765,766.74**	**79.6%**	**451,191.26**
EXPENDITURES				
Water Administration	52,496.55	35,339.70	67.3%	17,156.85
Water Distribution	1,647,868.00	1,167,040.36	70.8%	480,827.64
Water Treatment	657,605.24	367,324.24	55.9%	290,281.00
Total Expenditures	**2,357,969.79**	**1,569,704.30**	**66.6%**	**788,265.49**
WATER FUND				
Budgeted Increase (Decrease) in Fund Balance	**(141,011.79)**			
YTD Increase (Decrease)in Fund Balance		*196,062.44*		
2014 Beginning Fund Balance	**808,089.00**			
Less Budgeted Increase (Decrease)	**(141,011.79)**			
2014 Budgeted Ending Fund Balance	**667,077.21**			
Current 2014 Fund Balance		**1,004,151.44**		

City of Snohomish

Budget Vs. Actual - Revenues & Expenditures

As of September 30, 2014

SEWER FUND Description	2014 Amended Budget	2014 Collected or Spent	2014 % of Budget	2014 Remaining Balance
REVENUES				
Sewer Billings	3,900,000.00	3,284,348.91	84.2%	615,651.09
Permits & Inspections	6,250.00	2,750.00	44.0%	3,500.00
Interest & Penalties	750.00	710.21	94.7%	39.79
Total Revenues	**3,907,000.00**	**3,287,809.12**	**84.2%**	**619,190.88**
EXPENDITURES				
Sewer Administration	45,396.55	41,068.83	90.5%	4,327.72
Sewer Collection	873,692.00	543,689.02	62.2%	330,002.98
Sewer Treatment	1,539,061.70	919,869.58	59.8%	619,192.12
Debt Service & Transfer-Out	1,809,052.00	1,511,550.85	83.6%	297,501.15
Total Expenditures	**4,267,202.25**	**3,016,178.28**	**70.7%**	**1,251,023.97**

SEWER FUND		
Budgeted Increase (Decrease) in Fund Balance	**(360,202.25)**	
YTD Increase (Decrease)in Fund Balance		*271,630.84*
2014 Beginning Fund Balance	**1,057,327.00**	
Less Budgeted Increase (Decrease)	**(360,202.25)**	
2014 Budgeted Ending Fund Balance	**697,124.75**	
Current 2014 Fund Balance		**1,328,957.84**

City of Snohomish

Budget Vs. Actual - Revenues & Expenditures

As of September 30, 2014

STORM WATER FUND Description	2014 Amended Budget	2014 Expend/ Collect	2014 % of Budget	2014 Remaining Balance
REVENUES				
Grant - Dept of Ecology	50,000.00	57,236.35	114.5%	-7,236.35
Storm Billings	950,000.00	839,256.60	88.3%	110,743.40
Interest & Penalties	0.00	584.86	#DIV/0!	-584.86
Total Revenues	**1,000,000.00**	**897,077.81**	**89.7%**	**102,922.19**
EXPENDITURES				
Storm Water Administration	99,486.55	57,736.73	58.0%	41,749.82
Storm Water Maintenance	1,452,937.06	927,718.21	63.9%	525,218.85
Total Expenditures	**1,552,423.61**	**985,454.94**	**63.5%**	**566,968.67**
STORMWATER FUND				
Budgeted Increase (Decrease) in Fund Balance	**(552,423.61)**			
YTD Increase (Decrease)in Fund Balance		*(88,377.13)*		
2014 Beginning Fund Balance	**1,073,131.00**			
Less Budgeted Increase (Decrease)	**(552,423.61)**			
2014 Budgeted Ending Fund Balance	**520,707.39**			
Current 2014 Fund Balance		**984,753.87**		

City of Snohomish

Budget Vs. Actual - Revenues & Expenditures

As of September 30, 2014

CITY SHOP FUND Description	2014 Amended Budget	2014 Collected or Spent	2014 % of Budget	2014 Remaining Balance
REVENUES				
Cost Allocation Fees	300,001.00	225,132.87	75.0%	74,868.13
Total Revenues	**300,001.00**	**225,132.87**	**75.0%**	**74,868.13**
EXPENDITURES				
Total Expenditures	**464,564.56**	**314,554.91**	**67.7%**	**150,009.65**
CITY SHOP FUND				
Budgeted Increase (Decrease) in Fund Balance	**(164,563.56)**			
YTD Increase (Decrease)in Fund Balance		*(89,422.04)*		
2014 Beginning Fund Balance	**319,645.00**			
Less Budgeted Increase (Decrease)	**(164,563.56)**			
2014 Budgeted Ending Fund Balance	**155,081.44**			
Current 2014 Fund Balance		**230,222.96**		

City of Snohomish

Budget Vs. Actual - Revenues & Expenditures

As of September 30, 2014

INFORMATION SERVICE FUND Description	2014 Amended Budget	2014 Collected or Spent	2014 % of Budget	2014 Remaining Balance
REVENUES				
Cost Allocation Charges	359,557.00	269,832.13	75.0%	89,724.87
Total Revenues	**359,557.00**	**269,832.13**	**75.0%**	**89,724.87**
EXPENDITURES				
Total Expenditures	**442,777.66**	**245,526.56**	**55.5%**	**197,251.10**
Budgeted Increase (Decrease) in Fund Balance	**(83,220.66)**			
YTD Increase (Decrease)in Fund Balance		*24,305.57*		
2014 Beginning Fund Balance	**351,148.00**			
Less Budgeted Increase (Decrease)	**(83,220.66)**			
2014 Budgeted Ending Fund Balance	**267,927.34**			
Current 2014 Fund Balance		**375,453.57**		

City of Snohomish
Budget vs. Actual - Revenues & Expenditures
As of September 30, 2014

		Revenues			Expenditures			Year-to-Date
	NON-OPERATING FUNDS	**Budget**	**Actual**	**% Received**	**Budget**	**Actual**	**% Spent**	**Fund Balance**
104	PARK IMPACT FEE FUND	236,550	226,276	96%	48,000	48,184	100%	179,666
107	VISITOR PROMOTION FUND	6,500	5,939	91%	8,200	1,641	20%	14,994
108	PARKING BENEFIT ia FUND	23,000	15,709	68%	23,000	-	0%	39,184
113	POLICE SEIZURE FUND	-	32,923		10,000	-	0%	88,716
117	REET FUND	180,000	219,876	122%	55,000	41,250	75%	392,175
125	STREET IMPACT FEE FUND	197,658	208,850	106%	-	-		370,470
205	DEBT SERVICE FUND	141,701	93,002	66%	141,701	16,076	11%	80,377
310	MUNICIPAL CAPITAL FUND	551,932	463,145	84%	466,115	104,420	22%	487,261
311	STREET CAPITAL FUND	2,960,920	1,702,671	58%	2,945,867	2,281,784	77%	(586,556)
403	SOLID WASTE FUND	1,972,000	1,407,744	71%	1,968,798	1,546,075	79%	(14,489)
432	UTILITY CAPITAL FUND	1,395,000	1,117,640	80%	2,170,000	1,011,820	47%	1,270,916
433	TRUNKLINE DEBT FUND	931,520	657,774	71%	518,249	518,248	100%	149,704
451	UTILITY BOND RESERVE FUND	-	250		-	-		476,601
452	UTILITY RATE RESERVE FUND	-	124		-	-		236,261
471	UTILITY CONNECT RESERVE FUND	386,050	159,558	41%	-	642		1,271,622
472	UTILITY EQUIPMENT REPLACE FUND	106,390	79,996	75%	15,000	-		445,713
473	UTILITY SYSTEM REPLACE FUND	298,800	136,631	46%	350,000	265,283	76%	1,137,625
474	BIO SOLIDS RESERVE FUND	-	43		-	-		82,474
503	SELF INSURANCE FUND	50,000	7,460	15%	50,000	10,231	20%	9,837
505	EQUIPMENT RESERVE FUND	81,165	60,953	75%	75,000	57,731	77%	152,275
604	CARNEGIE TRUST FUND	-	13,538		-	1,676		16,972

ACTION ITEM 6b

Date: December 16, 2014

To: City Council

From: Larry Bauman, City Manager

Subject: **Approval of Interlocal Agreement with the Snohomish School District for Provision of a School Resource Officer**

The purpose of this item is for the City Council to consider approval of a proposed interlocal agreement with the Snohomish School District for provision of a School Resource Officer (SRO) at Snohomish High School.

BACKGROUND: As the City Council is aware, the Snohomish School District has requested that the City provide, under its contract with Snohomish County Sheriff's Office, a full-time School Resource Officer to serve at Snohomish High School. The SRO would provide services to the High School for 9 months of the year and then serve as an additional patrol officer within the community during the remaining portion of the year.

ANALYSIS: The City last partnered with the School District to provide an SRO at the High School in 2011, at which time the District terminated the agreement due to cost. With the County contract for police services now in place with the City, the current proposed agreement would operate under the same general concept as that previous interlocal agreement. The District would have use of the SRO during the 9-month school year, and the City would see the position added to the ranks of its patrol staff during the summer months. Payment of costs would be proportional: 75 percent of annual and startup costs would be borne by the District, and 25 percent would be borne by the City. The City Council's Adopted 2015 Budget includes the City's portion of those costs.

The attached agreement has been developed by the City Attorney and has been approved and executed by the Snohomish School District. If approved by the City Council, an SRO will be in place to begin work at the High School in January 2015. Former Snohomish officer Charlie Frati, who last served as the SRO in 20111, has applied for and has been selected to serve in this SRO role.

STRATEGIC PLAN REFERENCE: Not applicable

RECOMMENDATION: That the City Council AUTHORIZE the City Manager to execute the agreement with the Snohomish School District for the provision of a School Resource Officer.

ATTACHMENT: Interlocal Agreement for SRO services with Snohomish School District

SCHOOL RESOURCE OFFICER

INTERLOCAL AGREEMENT

This agreement is made and entered into this ___ day of _____, 2014, by and between the SNOHOMISH SCHOOL DISTRICT ("DISTRICT"), and the CITY OF SNOHOMISH ("CITY").

RECITALS

WHEREAS, the City possesses authority to provide law enforcement services pursuant to RCW 35A.11.020 and Snohomish Municipal Code Chapter 2.82 and has contracted for the provision of said services with Snohomish County pursuant to Chapter 39.34 RCW, the Interlocal Cooperation Act; and

WHEREAS, it is the intent and desire of the City and School District to provide for the services of a full-time School Resource Officer through the Snohomish County Sheriff's Office to the Snohomish High School Campus; and

NOW THEREFORE, in consideration of the foregoing and the mutual agreements as set forth herein below, it is hereby agreed by and between the School District and the City as follows:

ARTICLE I

Term/Renewal

(A) It is the intent and provision of this Agreement to provide for the full-time services of a School Resource Officer with such services to be rendered at Snohomish High School as more fully described herein below for an initial term commencing on January 1, 2015 and expiring on June 30, 2015, and subject to automatic extensions as provided in I(B) below.

(B) Unless written notice of termination is given as set forth in Article VII below, this Agreement shall automatically renew for additional terms commencing on September 1 and ending on June 30 of each successive year. Provided, however, not less than 60 (sixty) days prior to the end of each term the District Superintendant or designee and the City Manager or designee shall meet to discuss the SRO program and to determine whether there are any mutually agreeable revisions to this Agreement. In the event of revisions, an amendment to this Agreement shall be prepared and brought to the School Board and City Council for action prior to the expiration of the current term.

ARTICLE II

Rights and Duties of the City

The City, through the services of Snohomish County as provided under an Interlocal Agreement between the City and the County, shall provide a School Resource Officer ("SRO") and SRO services as follows:

(A) Training

Under the direction and supervision of the County, and pursuant to the interlocal Agreement between the County and the City, the City agrees to provide all law enforcement related training and equipment necessary to support the SRO consistent with that provided to regular patrol officers in the County Sheriff's Office and SRO programs in the County provided by the Snohomish County Sherriff's Office.

(B) Assignment of School Resource Officer

(1) Under the direction of the Chief of Police, the City shall assign one (1) regularly employed Deputy Sheriff to serve as SRO who shall serve Snohomish High School pursuant to a schedule to be determined in conjunction with the principal of the school, the Superintendent of the School District, the City Manager, and the Chief of Police, which will allow for regular provision of services at said school.

(2) The SRO shall report directly to the dayshift supervisor within the Police Department, who, as the SRO's supervisor, will work with the school administration of the School District in providing for SRO services as set forth herein.

(3) The Chief of Police will select the SRO after taking into consideration input from the District.

(4) The parties agree that pursuant to the Interlocal Agreement between the City and the County, the County will maintain supervisory and operational control over the SRO at all times, and that the County may call the SRO away from assigned duties for mandatory training, emergency, scheduled vacation, legal summons/subpoena, or as deemed necessary for public safety by the on-duty supervisor.

(C) Regular Duty Hours of School Resource Officer

The SRO shall perform a regular workweek of hours with such hours and pay to be based on duties and pay equivalent to a regular Deputy Sheriff. It is agreed and understood that pursuant to clause (D) (2) (d) below, the SRO will from time to time be expected to attend meetings of parents/faculty and school functions on request of a principal.

(D) Duties of School Resource Officer

(1) Instructional responsibilities/duties of SRO

The SRO shall work in conjunction with principals of the aforementioned school and certified instructors to assist in the delivery of instruction in a variety of subject areas, including but not limited to: police and their role in society; laws; juvenile and adult criminal justice systems; career opportunities in law enforcement; drug education; gang resistance education and training; teens, crime, and community; conflict resolution; and other classes as permitted by scheduling and as determined to be appropriate by the police department, respective principals and school staffs. It is agreed and understood that the SRO will perform services on a "guest lecturer" basis and shall do so in conjunction with and under the direction of appropriately certified teaching personnel, or shall provide such services on a co-curricular or extracurricular basis as scheduling permits.

(2) Additional Duties and Responsibilities of the SRO

(a) The SRO shall coordinate his or her instructional activities with principals and staff members so as to allow for the orderly educational process within the school served.

(b) The SRO shall have or develop expertise in presenting various subjects to the students. Such subjects shall include basic understanding of the laws, the role of the police officer and the police mission.

(c) The SRO shall encourage individual and small group discussions with students based upon material presented in class to further establish rapport with students.

(d) When requested by the principal, the SRO shall attend parent/faculty meetings to solicit support and understanding of the program.

(e) The SRO shall make him/herself available for conferences with students, parents, and faculty members in order to assist them with problems of law enforcement or of a crime prevention nature.

(f) The SRO shall be familiar with all community agencies which offer assistance to youths and their families such as mental health clinics, drug treatment centers, etc. The SRO shall make referrals to such agencies when necessary thereby acting as a resource person to the students, faculty, and staff of the school.

(g) The SRO shall assist the principal in developing plans and strategies to prevent and/or minimize dangerous situations that may result from student unrest and actual or suspected criminal activity at or near the school.

(h) If an SRO plans to interview suspects or victims of a crime, the SRO, to the extent practicable, will advise and work with the Principal to minimize disruptions to the school and other students. District employees will be responsible for making parental notifications of such interviews in accordance with District policies and procedures and

applicable laws. The Principal, or designee, may request that her/she or a designee be present during the interview of a student. The presence of a District employee at an interview of a student regarding a criminal matter shall make the employee subject to subpoena as a witness thereto. In the event an SRO arrests a District student, the SRO shall notify the Principal, or the Principal's designee, as soon thereafter as practical. In the event that the arrested student is a juvenile, the Police Department shall notify the parent or legal guardian pursuant to County policies and procedures. The District may also make notification as necessary under its own policies and procedures.

(i) The SRO may, by way of the exercise of his/her discretion as a commissioned police officer, take law enforcement action as required. As soon as practical, the SRO shall make the principal of the school aware of such action. At the principal's request, the SRO shall take appropriate law enforcement action against intruders and unwanted guests who may appear at the school and related school functions, to the extent that the SRO may do so under the authority of law. Whenever practical, the SRO shall advise the principal before requesting additional police assistance on campus.

(j) The SRO shall give assistance to the law enforcement officers in matters regarding his/her school assignment, whenever necessary.

(k) The SRO shall, whenever possible, participate in and/or attend school functions.

(l) The SRO may be assigned investigations relating to runaways, thefts, or any crime relating to the students attending the school that the SRO serves.

(m) The SRO shall maintain detailed and accurate records of the operation of the School Resource Officer Program, and shall submit reports of an instructional nature as required by the principal or school staff.

(n) The SRO shall not act as a school disciplinarian, as disciplining students is a school responsibility. It is agreed and understood that the principal and appropriate school staff shall be responsible for investigating and determining, in their discretion, whether a student has violated school and/or board disciplinary codes or standards and the appropriate administrative action to take. However, this shall not be construed to prevent the SRO from sharing information with school administration/staff which may aid in the determination of whether a disciplinary offense occurred. Upon assignment, the SRO will be provided with copies of Board disciplinary policies and codes and the discipline codes of each school. The SRO shall become familiar with district/school disciplinary codes and standards.

(o) The principal, school administration, or staff may advise the SRO of incidents or activities possibly giving rise to criminal or juvenile violations. The SRO shall then determine whether law enforcement action is appropriate with respect to those activities occurring on school property or at school sponsored functions, and of those consisting of conduct occurring on school premises or school sponsored events which are believed to constitute a misdemeanor or violation or offense relating to deadly weapons, use, possession, or sale of

controlled substances, or a felony offense, it is agreed and understood that the SRO, as an employee of the Police Department, is authorized to receive and appropriately act on any of such foregoing reports.

(p) The SRO is not to be used for regularly assigned lunchroom duties, as hall monitors, or other monitoring duties. If there is a problem in such areas, the SRO may assist the school until the problem is resolved.

ARTICLE III

Rights and Duties of the School District

The School District shall provide the full-time SRO the following materials and facilities deemed necessary for the performance of the SRO's duties with Snohomish High School to be considered the SRO's office facilities as outlined below to be provided at such school:

(A) Access to a properly lighted private office, which shall contain a telephone that may be used for general business purposes and a District computer for official use, and

(B) A location for files and records which can be properly locked and secured, and

(C) A desk with drawers, a chair, work table, filing cabinet, and office supplies.

(D) Updated copies of District Policies and Procedures

ARTICLE IV

Financial Costs of the School Resource Officer Program

(A) For the 2014 - 2017 school years, the financing costs of the SRO Program will be as follows:

The District is to fund 75% of salary and benefits of the City's total contract costs for a Deputy position provided by the Snohomish County Sheriff's Office, and these costs are shown on **Exhibit A.**

The District is to fund 100% of its proportional start-up costs associated with the appointment of the Deputy to the SRO position, and these costs are shown on **Exhibit A.**

The costs associated with this agreement include the City's total contract costs to maintain a Deputy for the SRO assignment pursuant to the Interlocal Agreement with the County

as it now reads or is hereafter amended. Those costs are inclusive of salary and benefits, and these detailed costs are shown on **Exhibit A.**

The City shall invoice the District for the costs shown in **Exhibit A** in ten (10) equal monthly amounts. Payment by the District to the City shall be due thirty (30) days from the date of invoice.

(B) The annual costs for contracted services shall be increased by the annual rate of adjustment as stipulated in the City's Interlocal Agreement with Snohomish County, and that rate of adjust is currently set in the agreement at 3% per year. The Interlocal Agreement with the County expires December 31, 2016 and any increase in the cost of service therein as a result of renewal shall be automatically incorporated into the Agreement and **Exhibit A**. In the event the Interlocal Agreement between the City and County is not extended beyond December 31, 2016 this agreement may be terminated pursuant to Article VII below.

ARTICLE V

Employment Status of the School Resource Officer

The SRO shall remain an employee of the Snohomish County Sheriff's Office, and shall not be an employee of the School District or the City. The School District and the City acknowledge that the SRO shall operate under the supervision, direction and control of the Snohomish County Sherriff's Office pursuant to the Interlocal Agreement between the City and the County.

ARTICLE VI

Dismissal of School Resource Officer: Replacement

(A) In the event the high school principal determines that the SRO is not effectively performing his or her duties and responsibilities, the principal shall recommend to the Superintendent or designee that the SRO assignment be reviewed in the program at the school and shall state the reasons therefore in writing. Within ten (10) working days of receiving the recommendation from the principal, the Superintendent or his/her designee shall advise the City Manager and Police Chief of the principal's request. In the event the Superintendent determines the SRO is not performing his or her duties effectively, the Superintendent shall so advise the City Manager and Police Chief. If the City Manager and Police Chief so desires, the Superintendent and Chief of Police, or their designees, shall meet with the SRO to mediate or resolve any problems which may exist. At such meeting, specified members of the staff of the school to which the SRO is assigned may be required to be present. If, within the ten (10) working days referenced above, the problem cannot be resolved or mediated or in the event mediation is not sought by the Chief of Police, then the SRO shall be removed from the program at the school and a replacement shall be assigned.

(B) The Chief of Police may dismiss or reassign an SRO based upon Police Department Rules, Regulations, and/or General Orders and when it is deemed by the City Manager and Chief of Police in the best interest of the citizens of the City of Snohomish.

(C) In the event of the resignation, dismissal, or reassignment of an SRO, the City shall take action to ensure that Snohomish County shall provide a temporary replacement for the SRO within thirty (30) calendar days of receiving written notice of such absence, dismissal, resignation, or reassignment. As soon as practicable, the Police Chief shall recommend a permanent replacement for the SRO position. Provided however, that any temporary replacement shall have the required training and qualifications as outlined in Article II (A) and Article VI (B), above. In the event the SRO position is not filled within thirty (30) days of a vacancy the District shall receive a credit on the annual fee set forth in **Exhibit A** based on a calendar day proration of the total calendar days in the contract term.

ARTICLE VII

Termination of Agreement

In addition to termination in writing thirty (30) days prior to expiration of the annual term hereof as provided in Article I above, this Agreement may be terminated by either party upon ninety (90) days written notice that any party has failed to substantially perform in accordance with the terms and conditions of this Agreement, if the Interlocal Agreement between the City and the County for Police Services is not extended or renewed beyond December 31, 2016 or if either party hereto does not fund the SRO position for any calendar year through the annual budget process. This Agreement may also be terminated without cause by either party upon one hundred eighty (180) days written notice. Termination of this Agreement may only be accomplished as provided herein.

ARTICLE VIII

Notices

Any and all notices or any other communication herein required or permitted shall be deemed to have been given when deposited in the United States postal service as regular mail, postage prepaid and addressed as follows:

Superintendent
Snohomish School District
1601 Avenue D
Snohomish, WA 98290

City Manager
City Of Snohomish
116 Union Avenue
Snohomish, WA 98290

ARTICLE IX

Good Faith

The School District, the City Manager, their agents, and employees agree to cooperate in good faith in fulfilling the terms of this Agreement. Unforeseen difficulties or questions will be resolved by negotiation between the Superintendent and the City Manager, or their designees.

ARTICLE X

Modification

This document constitutes the full understanding of the parties and no terms, conditions, understandings, or agreement purporting to modify or vary the terms of this document shall be binding unless hereafter made in writing and signed by the parties.

ARTICLE XI

Non-Assignment

This Agreement, and each and every covenant herein, shall not be capable of assignment, unless the express written consent of the School District and City is obtained.

ARTICLE XII

Merger

This Agreement constitutes a final written expression of all the terms of this Agreement and is a complete and exclusive statement of those terms.

ARTICLE XIII

Insurance/Hold Harmless

It is understood and agreed that during the term of this Agreement the each party hereto shall maintain errors and omissions and general liability insurance coverage (or self insurance) for all

acts, omissions, and services performed by each party pursuant to this agreement including insurance coverage for claims, suits, damages, fees, or expenses (including cost of defense) arising out of any such acts, omissions, and services.

ARTICLE XIV

Authority/Recording/Posting

The Agreement shall not become effective until the governing bodies for each party shall authorize execution hereof. This Agreement shall be filed as required by RCW 39.34.040.

ARTICLE XV

Severability

The invalidity or unenforceability of any provisions of this Agreement shall not affect the validity or enforceability of any other provision of this Agreement.

IN WITNESS WHEREOF, the parties have caused duplicate originals of this Agreement to be signed by their duly authorized officers.

CITY OF SNOHOMISH

_____
Larry Bauman, City Manager

SNOHOMISH SCHOOL DISTRICT

William A Mester
William Mester A. Mester, Ph.D.
Superintendent

ATTEST:

_____
Torchie Corey, City Clerk

APPROVED AS TO FORM:

_____
Grant Weed, City Attorney

Exhibit A

City of Snohomish - Snohomish County Sherriff Office - Snohomish School District

10/21/2014

Proposed SRO - 1 Position at SHS *Inflate 3%*

Personnel & Benefits	**2015**	**2016**	**2017**
School Resource Officer Salary	$ 79,345	$ 81,725	$ 84,177
School Resource Officer Benefits	$ 27,141	$ 27,955	$ 28,793
School Resource Officer Overtime	$ 7,412	$ 7,635	$ 7,864
Sub-Total Salary & Benefits	**$ 115,913**	**$ 119,331**	**$ 122,851**

Start Up Costs - Spread 3 years	**2015**	**2016**	**2017**
Start Up $19,745	$ 6,582	$ 6,582	$ 6,582
Vehicle $24,575	$ -	$ -	$ -
Sub-Total Start-Up	**$ 6,582**	**$ 6,582**	**$ 6,582**

Annual Operating Costs	**2015**	**2016**	**2017**
School ResourceVehicle Operating Cost	$ 11,818	$ 12,173	$ 12,538
Cellular Phone Service	$ 459	$ 473	$ 487
Contract Administration Services	$ 177	$ 182	$ 188
Phones/PCs/Information Services	$ 7,278	$ 7,496	$ 7,721
Evidence Facility Services**	$ 1,071	$ 1,103	$ 1,136
Records Management Services**	$ 82	$ 84	$ 87
Training Unit / Range	$ 513	$ 528	$ 544
Outside training	$ 546	$ 562	$ 579
Operational Supplies	$ 1,688	$ 1,739	$ 1,791
Sub-Total Annual Operating	**$ 23,632**	**$ 24,341**	**$ 25,071**

Total All SRO Cost Components	**$ 146,127**	**$ 150,253**	**$ 154,504**

Option 1 - All SRO Cost Components Split

Snohomish School District 75%	**$ 109,595**	**$ 112,690**	**$ 115,878**
City of Snohomish 25%	**$ 36,532**	**$ 37,563**	**$ 38,626**

W/S-14-045/Exhibit A to SRO ILA

ACTION ITEM 6c

Date: December 16, 2014

To: City Council

From: Larry Bauman, City Manager

Subject: **Approval of Interlocal Agreement with Snohomish County for Provision of a School Resource Officer**

The purpose of this item is for the City Council to consider approval of a proposed interlocal agreement amendment with Snohomish County for the addition of an additional officer to serve as the School Resource Officer (SRO) at Snohomish High School.

BACKGROUND: In order to provide a School Resource Officer to the Snohomish School District, the interlocal agreement with Snohomish County requires amendment (see Attachment A). The SRO would provide services to the High School for 9 months of the year and then serve as an additional patrol officer within the community during the remaining portion of the year.

ANALYSIS: The City contracts for police services through an interlocal agreement with Snohomish County. In order for the City to be authorized to add an additional position in this agreement and to pay for these additional costs, the interlocal agreement must be amended. The discrete costs of this position, including startup and support costs total $146,127 (see Attachment B). Payment of costs would be proportional: 75 percent, or $109,595, of annual and startup costs would be borne by the District, and 25 percent, or $36,532, would be borne by the City. The City Council's Adopted 2015 Budget includes the City's portion of those costs.

STRATEGIC PLAN REFERENCE: Not applicable

RECOMMENDATION: That the City Council AUTHORIZE the City Manager to execute the amended interlocal agreement with the Snohomish County for police services.

ATTACHMENTS:

A. Amended Interlocal Agreement for law enforcement services with Snohomish County
B. Spreadsheet with costs for School Resource Officer position

ATTACHMENT A

AMENDMENT NO. 2 TO THE INTERLOCAL AGREEMENT
BETWEEN SNOHOMISH COUNTY AND THE CITY OF SNOHOMISH
FOR THE PROVISION OF LAW ENFORCEMENT SERVICES

This Amendment No. 2 To The Interlocal Agreement Between Snohomish County And The City of Snohomish For The Provision Of Law Enforcement ("Amendment No. 2"), is entered into by and between Snohomish County, a political subdivision of the State of Washington (the "County"), and the City of Snohomish, a municipal corporation of the State of Washington, (the "City"), WITNESSES THAT:

WHEREAS, on County and the City entered into an Interlocal Agreement for the Provision of Law Enforcement Services ("Interlocal Agreement"), recorded under Snohomish County Auditor instrument number 201112280483. The Interlocal Agreement governs the provision of law enforcement services to the City from January 1, 2012, to December 31, 2016; and

WHEREAS, on November 27, 2012, the Interlocal Agreement was amended ("Amendment No. 1") to remove funding for one School Resource Officer; and

WHEREAS, effective January 1, 2015, the Parties desire to restore the funding for the School Resource Officer position.

NOW THEREFORE, in consideration of covenants, conditions, performances, and promises hereinafter contained, the parties mutually agree to amend the Interlocal Agreement as follows:

1. Effective January 1, 2015, Addendum 2 of the Interlocal Agreement, as amended by Amendment No. 1, shall be removed and replaced with a new Addendum 2, attached to this Amendment No. 2, and hereby incorporated by reference.

2. Except as expressly provided in this Amendment No.2, all of the terms and conditions of the Interlocal Agreement and Amendment No.1 are ratified and affirmed and remain in full force and effect.

3. This Amendment No 2 may be executed in counterparts, each of which shall constitute an original and all of which shall constitute one and the same agreement.

In witness whereof, the parties hereby execute this Amendment No. 2 to the Interlocal Agreement.

CITY OF SNOHOMISH:

_____
Mayor

Approved as to Form:

_____
City Attorney

SNOHOMISH COUNTY:

_____
County Executive

Approved as to Form:

Lindsey M. Donny 11/13/14
Deputy Prosecuting Attorney

AMENDMENT NO. 2 BETWEEN
SNOHOMISH COUNTY AND CITY OF SNOHOMISH
FOR LAW ENFORCEMENT SERVICES

City Of Snohomish
Police Services Contract Addendum 2

Years 2014-2016 Amendment #2

	FTE Count	2015	2016
Personnel			
Lieutenant Salary	1.0	$ 115,050	$ 118,501
Lieutenant Benefits		$ 32,442	$ 33,415
Lieutenant Overtime		$ -	$ -
Sergeant Salary	5.0	$ 496,293	$ 511,182
Sergeant Benefits		$ 145,140	$ 149,494
Sergeant Overtime		$ 40,919	$ 42,147
Deputy Sheriff Salary	9.0	$ 717,458	$ 738,982
Deputy Sheriff Benefits		$ 244,690	$ 252,031
Deputy Sheriff Overtime		$ 66,711	$ 68,712
Detective Salary	2.0	$ 165,693	$ 170,664
Detective Benefits		$ 54,952	$ 56,600
Detective Overtime		$ 14,825	$ 15,269
School Resource Officer Salary	1.0	$ 79,345	$ 81,725
School Resource Officer Benefits		$ 27,141	$ 27,955
School Resource Officer Overtime		$ 7,196	$ 7,412
Total FTEs	18.0		
Personnel Subtotal		***$ 2,207,854***	***$ 2,274,090***
One-Time Start-up Costs and Credits*			
Start-up costs for Deputy/Sgt/MPD	1.0	$ 2,496	$ 2,496
Start-up costs for vehicle & equipment	1.0	$ 977	$ 977
Start-up Costs and Credits Subtotal		$ 3,473	$ 3,473
Annual Operating Costs			
Lieutenant Vehicle Operating Cost	1	$ 7,653	$ 7,883
Sergeant Vehicle Operating Cost	5	$ 59,089	$ 60,862
Deputy Vehicle Operating Cost	9	$ 106,361	$ 109,551
Detective Vehicle Operating Cost	2	$ 15,307	$ 15,766
School ResourceVehicle Operating Cost	1	$ 11,818	$ 12,172
Cellular Phone Service	18	$ 8,261	$ 8,509
Contract Administration Services	18	$ 3,189	$ 3,284
Phones/PCs/Information Services	18	$ 131,005	$ 134,936
Evidence Facility Services**	18	$ 19,287	$ 19,865
Records Management Services**	18	$ 1,475	$ 1,519
Misdemeanor Warrant Entry	354	$ 1,799	$ 1,853
Court Ordered/Protection Entry	96	$ 1,545	$ 1,591
Training Unit / Range	18	$ 9,234	$ 10,847
Outside training	18	$ 9,835	$ 9,670
Operational Supplies	18	$ 30,389	$ 31,200
Annual Operating Cost Subtotal		$ 416,246	$ 429,509
Annual Operating Credits			
Credit for Police Facility		$ (6,000)	$ (6,000)
Annual Operating Credits Subtotal		$ (6,000)	$ (6,000)
Grand Total by Year	18.0	**$ 2,621,572**	**$ 2,701,071**

Notes:
All personnel and operating costs reflect a 3% annual increase for CPI/COLA
*Amendment #2 SRO start up costs are spread over two years.
**Evidence and Records Service costs are assessed only for commissioned personnel
Non-Commissioned staff employed by the City are not included in this cost proposal
SNOPAC, SERS and other County service contracts (PA, Jail, SRDTF, Auditor) are not included in this prop
Canine supplies will be provided by the CITY or reimbursed to the COUNTY in addition to the costs detailed

Last Modified: 11/13/2014
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Snohomish Contract_Amend#2_Addendum 2

ATTACHMENT B

City of Snohomish - Snohomish County Sherriff Office - Snohomish School District

10/21/2014

Proposed SRO - 1 Position at SHS *Inflate 3%*

Personnel & Benefits		**2015**		**2016**		**2017**
School Resource Officer Salary	$	79,345	$	81,725	$	84,177
School Resource Officer Benefits	$	27,141	$	27,955	$	28,793
School Resource Officer Overtime	$	7,412	$	7,635	$	7,864
Sub-Total Salary & Benefits	**$**	**115,913**	**$**	**119,331**	**$**	**122,851**

Start Up Costs - Spread 3 years		**2015**		**2016**		**2017**
Start Up $19,745	$	6,582	$	6,582	$	6,582
Vehicle $24,575	$	-	$	-	$	-
Sub-Total Start-Up	**$**	**6,582**	**$**	**6,582**	**$**	**6,582**

Annual Operating Costs		**2015**		**2016**		**2017**
School ResourceVehicle Operating Cost	$	11,818	$	12,173	$	12,538
Cellular Phone Service	$	459	$	473	$	487
Contract Administration Services	$	177	$	182	$	188
Phones/PCs/Information Services	$	7,278	$	7,496	$	7,721
Evidence Facility Services**	$	1,071	$	1,103	$	1,136
Records Management Services**	$	82	$	84	$	87
Training Unit / Range	$	513	$	528	$	544
Outside training	$	546	$	562	$	579
Operational Supplies	$	1,688	$	1,739	$	1,791
Sub-Total Annual Operating	**$**	**23,632**	**$**	**24,341**	**$**	**25,071**

Total All SRO Cost Components	**$**	**146,127**	**$**	**150,253**	**$**	**154,504**

Option 1 - All SRO Cost Components Split

Snohomish School District 75%	**$**	**109,595**	**$**	**112,690**	**$**	**115,878**
City of Snohomish 25%	**$**	**36,532**	**$**	**37,563**	**$**	**38,626**

W/S-14-045/Exhibit A to SRO ILA

ACTION ITEM 6d

Date: December 16, 2014

To: City Council

From: Larry Bauman, City Manager

Subject: **Approval of Interlocal Agreement with Snohomish County for Jail Services**

The purpose of this item is for the City Council to consider approval of a proposed interlocal services agreement with Snohomish County for jail services. The City uses the Snohomish County Jail to house arrested suspects and defendants who are sentenced to fewer than five days of jail time. The new County jail rates are increasing significantly, and this is due primarily to the actions of the County Sheriff's Office to improve medical services and staffing for inmates.

BACKGROUND: The City is required to pay for the costs of housing inmates jailed at Snohomish County both for initial booking and jail following arrest and for short-term sentencing. The City has an existing agreement as well with Yakima County Jail for sentences of roughly five days or more and may adjust those sentence criteria as needed.

ANALYSIS: Snohomish County has reacted to recent issues of inmate deaths and health issues by making significant investments in medical staff at the County Jail. These costs are driving higher costs for local governments that use the County jail. If adopted by the City Council, the new agreement would remain in effect through the end of 2017. Each party would be afforded an early termination process with 90 days notice. Other key terms include:

- The County will triage inmates for special housing categories (see below) based primarily on whether medical services are needed and reserves the right to refuse or retain any inmates for medical or psychological reasons;
- Booking fees and daily maintenance (daily jail) fees are increasing in the following manner (for reference, 2014 Maintenance Fees were 66.63):

Booking Fees	
2014	**2015**
95.94	115.00

Daily Maintenance Fees			
	2015	**2016**	**2017**
General Population	84.00	88.50	93.50
Medical & Specialty	132.50	140.00	147.25
Mental Health	201.00	212.00	223.25
Work Release/Work Crew	50.00	55.00	60.00
Electronic Home Detention	22.00	27.00	32.00

STRATEGIC PLAN REFERENCE: Not applicable

ACTION ITEM 6d

RECOMMENDATION: That the City Council AUTHORIZE the City Manager to execute the agreement with Snohomish County for the provision of jail services.

ATTACHMENT: Agreement with Snohomish County for Jail Services

INTERLOCAL AGREEMENT FOR JAIL SERVICES
BETWEEN SNOHOMISH COUNTY AND THE CITY OF SNOHOMISH

This INTERLOCAL AGREEMENT FOR JAIL SERVICES BETWEEN SNOHOMISH COUNTY AND THE CITY OF SNOHOMISH (this "Agreement"), is made and entered into this ____ day of _____, 2014, by and between SNOHOMISH COUNTY, a political subdivision of the State of Washington (the "County"), and the CITY OF SNOHOMISH, a municipal corporation of the State of Washington (the "City") pursuant to Chapter 39.34 RCW and Chapter 70.48 RCW.

RECITALS

A. The County currently maintains and operates a correctional facility known as the Snohomish County Corrections Bureau (the "Jail"). In order to assist other jurisdictions, the County from time to time will enter into interlocal agreements to confine in the Jail persons from other jurisdictions.

B. The County and City each have the statutory power and authority to maintain and operate a correctional facility and to confine inmates therein.

C. The City from time to time desires to confine in the Jail persons who have been arrested, detained or convicted by the City of criminal offenses (the "City Inmates"), and the County is willing to furnish its Jail facilities and personnel in exchange for payment from the City of fees and costs, all as more fully described in this Agreement.

AGREEMENT

NOW, THEREFORE, in consideration of the respective agreements set forth below and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the County and the City agree as follows:

1. **Purpose of Agreement.** This Agreement is authorized by and entered into pursuant to Chapter 39.34 RCW and Chapter 70.48 RCW. The purpose and intent of this Agreement is for the County and the City to work together efficiently and effectively in order that the County may provide the City with Jail Services (the "Services"), as defined in Section 4 below, based on the rules and conditions set forth in the Jail's policies, procedures, rules and regulations and in this Agreement and any attachments hereto.

2. **Effective Date and Duration.** This Agreement shall not take effect unless and until it has been duly executed by both Parties and either filed with the County Auditor or posted on the County's Interlocal Agreements website. This Agreement shall remain in effect through December 31, 2017, unless earlier terminated pursuant to the provisions of Section 12 below, PROVIDED HOWEVER, that the term of this Agreement may be extended or renewed for up to two (2) additional three (3) year terms by written notice from the County to the City, PROVIDED FURTHER that each Party's obligations after December 31, 2014, are contingent upon local legislative appropriation of necessary funds for this specific purpose in accordance

with applicable law.

3. Administrators. Each party to this Agreement shall designate an individual (an "Administrator"), who may be designated by title or position, to oversee and administer such party's participation in this Agreement. The parties' initial Administrators shall be the following individuals:

County's Initial Administrator:	City's Initial Administrator:
Rob Beidler, Corrections Bureau Chief	_____
Snohomish County Sheriff's Office	_____
Corrections Bureau	_____
3000 Rockefeller Avenue M/S 509	_____
Everett, Washington 98201	_____

Either party may change its Administrator at any time by delivering written notice of such party's new Administrator to the other party.

4. Scope of Services. As described in this Section 4 and subject to the conditions set forth in Section 5 below, the County will accept City Inmates for purposes of confinement, correction, punishment and/or rehabilitation, and hold such City Inmates until such time as they are lawfully discharged from custody pursuant to law, the terms of a judicial Order of Commitment, and/or returned to the custody of the City:

4.1 Effect of Ordinance, Policies, Procedures, Rules and Regulations. The Jail will be administered by the County in accordance with the ordinance, policies, procedures, rules and regulations of the County and in accordance with the rules and regulations of any agency of the State of Washington empowered to make rules governing the administration of county jails. The City and City Inmates shall be subject to the County's ordinances, policies, procedures, rules and regulations relating to Jail operations, including any emergency security rules imposed by the County's Administrator, PROVIDED, HOWEVER, that nothing in this Agreement shall be construed as creating, modifying, or expanding any duty on the part of the County except as specifically provided herein. Nothing in this Agreement shall be interpreted as a delegation by the City, its judicial and law enforcement agencies, to the County of the duty of supervise City Inmates.

4.2 City Access to City Inmates. The City, its officers, employees, or agents, may interview City Inmates inside the confines of the Jail subject to necessary operational and security rules and regulations. Interview rooms will be made available on an equivalent basis to all jurisdictions with inmates in confined in the Jail.

4.3 Transport of City Inmates. The City shall provide or arrange for transportation and security of its inmates to and from the Jail except when (a) the County determines, in its sole discretion, that emergency transportation is necessary in order to secure medical and/or psychiatric evaluation or treatment, or (b) the County determines, in its sole discretion, that transportation is required to support the orderly operation of the Jail. The City

shall provide the County with at least twenty-four (24) hours' notice prior to transporting a City Inmate from the Jail.

4.4 Video Court. Upon request, the County will provide the City with use of the Jail's "Video Court" services, which include, by way of example but not by way of limitation, the following types of services: use of County video camera(s), audio technology, and the video courtroom facility; scheduling inmates for appearances by video; and transporting inmates to and from the video courtroom; PROVIDED, HOWEVER, that the County shall have no liability or obligation for the installation, operation, maintenance, inspection, repair or replacement of the Video Court equipment operated by the City on City property. Appearances made by video shall be scheduled only between the hours of 8:30 am and 4:00 pm, Monday through Friday each week. The County shall have discretion to set the date, time and duration of the City's Video Court. The County will provide the City with a Video Court Schedule no later than ten (10) days after execution of this Agreement. The County may change the City's Video Court Schedule by providing the City with at-least thirty (30) days written notice. The County will deliver the City's Inmate(s) to the video courtroom by at least thirty (30) minutes prior to the City Inmate(s) hearing time so that the City Inmate(s) may prepare for the hearing and meet with his or her respective attorney(s). The City shall provide the County with all paperwork requiring the signature of City Inmate(s) at least thirty (30) minutes before the start of the City's scheduled Video Court time. In the event of a technical problem that the Parties are unable to repair in a timely manner, the Parties shall work together to reschedule the impacted hearings to be reheard within two (2) judicial days.

4.5 Health Care of City Inmates. The County is hereby granted the authority to seek necessary medical, dental and mental health services for City Inmates without consulting with the City. The County shall notify the City prior to seeking treatment, unless immediate treatment is required, in which case, the County will notify the City as soon after the event as reasonably possible. During "Normal Business Hours, defined as Monday through Friday, from 8:00 a.m. to 5:00 p.m., the City's point of contact for City Inmate health issues will be as follows:

_____
_____
_____
_____
_____

Outside Normal Business Hours, the City's point of contact for City Inmate health issues will be as follows:

_____
_____
_____
_____
_____

Any failure or error by the County to provide the City with proper notification of medical, dental and/or mental health services delivered to a City Inmate shall in no way excuse full, complete and timely payment by the City under Section 6 of this Agreement. The City and the County will comply with the requirements of the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and County policies and procedures regarding HIPAA.

4.6 Community Corrections. As provided in this Section 4.6 and the Jail's policies and procedures, City Inmates confined to the Jail may serve their time in a Community Corrections Program.

4.6.1 The term "Community Corrections Program" includes Electronic Home Detention, Work/Education Release and Work Crew, as those programs are defined in the Jail's policies and procedures.

4.6.2 Except where a City Inmate is confined in the Jail at the request of multiple jurisdictions of which not all have executed an interlocal agreement in substantially the same form as this Agreement, a City Inmate is eligible to participate in a Community Corrections Program if he or she has been (a) screened by the County and the County has found that the City Inmate meets all statutory and program eligibility requirements, and (b) ordered into a Community Corrections Program by the City's municipal court or other judicial agency.

4.6.3 A City Inmate may be terminated from a Community Corrections Program if: (a) the City municipal court or other judicial agency order the City Inmate terminated from the Program or otherwise amends its earlier order; (b) the County determines, in its sole discretion, that the City Inmate is no longer eligible for the Program, in which case the County will provide notice of such to the City and/or the City's municipal court or other judicial or law enforcement agency within twenty-four (24) hours of the termination. Upon termination from a Program, a City Inmate already in the custody of the County shall be confined in the Jail to serve the remainder of his or her term of confinement. If the City Inmate is not yet in the County's custody at termination, he or she will be the immediate responsibility of the City for all purposes, including, but not limited to, the duty to apprehend.

4.7 Administrative Booking. Upon request by the arresting officer or the City's Administrator and when not otherwise prohibited by statute, court rule or court order, the County shall administratively book and immediately release a City Inmate. The County further reserves the right to administratively book and immediately release a City Inmate when, in the sole discretion of the County's Administrator, the County is unable to accept the City's Inmate for housing and when such action is not otherwise prohibited by statute, court rule or court order.

5. Conditions of Acceptance of City Inmates. The County shall provide Services to the City subject to the conditions set forth in this Section 5. Should the County, in its sole discretion, decline to accept or retain custody of a City Inmate for any of the reasons identified in this Section 5, the County shall notify the arresting officer in person or the City's judicial or law enforcement agency of the non-acceptance and the reason for the non-acceptance. Notification

may be made immediately to the arresting officer in person but in any case will be provided no later than 5:00 p.m. the next business day as follows:

_____
_____
_____
_____
_____

Acceptance of a City Inmate into the Jail shall be conditioned upon the following:

5.1 Obligation to Abide by Policies and Procedures. The City, its officers, employees and agents shall follow all Jail policies and procedures.

5.2 Documentation for Legal Basis for Confinement. Absent proper documentation providing a legal basis for confining the City Inmate, the County will have no obligation to receive the City Inmate into custody. Proper documentation for purposes of this section means an arrest warrant, judicial Order of Commitment, other order of a court of competent jurisdiction, or a properly completed Notice of Arrest.

5.3 Health Care Clearance. The County will have no obligation to receive into custody or retain custody of a City Inmate absent a determination, on an ongoing basis, by Jail staff that the City Inmate (a) is medically and psychiatrically able to be housed in the Jail, and (b) does not need medical and/or psychiatric attention that would require treatment at a hospital or other type of health care facility. At all times, the County's Administrator shall have final authority to determine whether a City Inmate is medically and/or psychiatrically fit for Jail.

5.4 Population Limits. The County shall have the right to return City Inmates to City custody if the Jail reaches the maximum allowable population level (the "MAPL"). The MAPL refers to the greatest number of inmates that can be held in the Jail in a safe, secure, and humane manner. The Snohomish County Sheriff or his or her designee shall determine, in his or her sole discretion, the MAPL. Every effort will be made to manage the MAPL, including booking restrictions. In the event that the MAPL is reached and the County determines that inmates must be removed from the Jail, priority for removal shall be as follows:

(a) Inmates from out-of-county jurisdictions in reverse order from the date of execution of the respective jurisdictions' interlocal agreements with the County; then
(b) Inmates from in-county jurisdictions, including the City, in reverse order from the date of execution of the respective jurisdictions' interlocal agreements with the County; then
(c) Inmates confined on Snohomish County charges or commitments.

The County's Administrator shall have final authority on MAPL reduction measures, and in the event the County determines that City Inmates shall be removed from the Jail according to this priority schedule, the County will provide the City fourteen (14) days' notice to remove City

Inmates.

5.5 Earned Early Release. The County will release City Inmates in accordance with Chapter 9.94A RCW.

6. Payment by City.

6.1 Proportional Billing. The County employs proportional billing practices when invoicing jurisdictions for Services. Attached hereto as Exhibit A and incorporated herein by this reference is an explanation of the County's proportional billing practices. Commensurate with these practices, the City shall be invoiced only its proportionate share of the applicable Fees and Costs, as defined in Section 6.2 below, for a City Inmate under either of the following circumstances:

6.1.1 The City Inmate (a) Is being held on criminal misdemeanor or gross misdemeanor charge(s) (whether or not formally arraigned) or on a warrant or court order issued by the City's municipal court, (b) Is not being held on any active County felony charge, and (c) Cannot be removed by a Federal agency without regard to local charges; OR

6.1.2 The City Inmate is being held (a) On criminal misdemeanor or gross misdemeanor charge(s) (whether or not formally arraigned) or on a warrant or court order issued by the City's municipal court, and (b) By the State of Washington for violation of the Offender Accountability Act, and the City has declined to transfer custody to the State of Washington.

6.2 Fees and Costs.

6.2.1 The County shall invoice the City a "Booking Fee" for each City Inmate for whom the County provides Services. For purposes of this Agreement, "Booking" means the act of registering, screening, and examining inmates for confinement in the Jail; Administrative Booking pursuant to Section 4.7; inventorying and safekeeping inmates' personal property; maintaining all computerized records of arrest; performing warrant checks; and all other activities associated with processing an inmate for confinement. As of the Effective Date, the current Booking Fee is as follows:

2014 Booking Fee
$95.94

Subject to any adjustments consistent with Section 6.2.3 below, the Booking Fee beginning January 1, 2015, shall increase as follows:

2015 Booking Fee
$115.00

Further or additional increases in the Booking Fee beginning January 1, 2016, and each year thereafter shall be calculated pursuant to Section 6.2.3.

6.2.2 The County shall invoice the City a per calendar day "Daily Maintenance Fee" for each City Inmate for whom the County provides Services. For 2014, the Daily Maintenance Fee for all City Inmates is as follows:

2014 Daily Maintenance Fee
$66.63

Beginning January 1, 2015, the Daily Maintenance Fee shall be calculated based on the housing assignment of the City Inmate as determined by Jail staff pursuant to Jail policies and procedures. Except as where otherwise provided in this Agreement, the housing assignment of a City Inmate is subject to change at any time without notice to the City. Subject to any adjustments consistent with Section 6.2.3 below, the Daily Maintenance Fee for 2015 through 2017 shall be calculated as follows:

Housing Assignment	2015 Daily Maintenance Fee	2016 Daily Maintenance Fee	2017 Daily Maintenance Fee
General Population	$84.00	$88.50	$93.50
Medical and Specialty	$132.50	$140.00	$147.25
Mental Health	$201.00	$212.00	$223.25
Work Release/Work Crew	$50.00	$55.00	$60.00
Electronic Home Detention	$22.00	$27.00	$32.00

Should the parties renew this Agreement beyond December 31, 2017, additional annual increases shall be calculated pursuant to Section 6.2.3.

6.2.3 The Booking Fee and Daily Maintenance Fee shall increase on January 1 of each calendar year during the term of this Agreement by a rate equal to ninety percent (90%) of the Bureau of Labor Statistics Consumer Price Index (Urban Wage Earners) for the Seattle-Tacoma-Bremerton area, measured from June of the prior year to June of the current year, PROVIDED, HOWEVER, that in no event shall the increase be greater than three percent (3%) per calendar year. The County shall provide the City notice of the Booking Fee and Daily Maintenance Fee increases by August 1 of each year.

6.2.3 The County shall invoice the City for all costs incurred for necessary medical, dental, or mental health services to City Inmates, including, but not limited to, all medication, durable medical equipment, ambulance fees, and medical, dental, and mental health services provided outside the Jail (the "Medical Costs"). The Medical Costs do not include routine medical examinations, tests, procedures performed at the Jail by Jail staff or contractors. In addition, the Medical Costs do not include expenses not covered by the City Inmate's health insurance and/or public assistance for injuries suffered while in the custody of the County. The County will credit amounts

received from the City Inmate's own health insurance and applicable public assistance before billing the City.

6.2.4 The County shall invoice the City a "Video Court Fee" for each scheduled hour of Video Court time. As of the Effective Date, the current Video Court Fee per hour is as follows:

Video Court Fee
$115.50

The County may increase the Video Court Fee upon thirty (30) days' notice to the City.

6.3 Invoicing and Payment. The City shall remain liable for complete and timely payment of all amounts invoiced. Invoices may be sent monthly, quarterly or on any other schedule that is mutually convenient to the parties. Where complete payment is not tendered within thirty (30) days of the invoice date, the County may charge interest on the outstanding balance at a rate equal to the interest rate on the monthly County investment earnings. Should the City wish to dispute the amount of a particular invoice, it will (a) make complete and timely payment on the outstanding balance, and (b) deliver written notice of the dispute to the County within thirty (30) days of the invoice date. Failure to properly notify the County of any disputed amounts within thirty (30) days of the invoice shall constitute an acceptance by the City of all charges contained therein. Within fifteen (15) days of timely receipt of payment and the City's written notice of dispute, the County shall review the disputed invoice. Should the County resolve the dispute in favor of the City, the disputed amounts will be credited towards the City's next billing cycle, PROVIDED, HOWEVER, that upon termination of this Agreement, the County shall pay out to the City any such credited amounts. Withholding payment of any amount billed, regardless of whether the City has provided timely written notice of a disputed invoice, will constitute a default under Section 11 of this Agreement.

6.4 Records. Each party may examine the other party's books and records to verify charges. The County shall maintain accurate time and accounting records related to the Services for a period of three (3) years following final payment.

7. Indemnification/Hold Harmless.

7.1 City Held Harmless. The County shall indemnify and hold harmless the City and its officers, agents, and employees, or any of them from any and all claims, actions, suits, liability, loss, costs, expenses, and damages of any nature whatsoever, by any reason of or arising out of any negligent act or omission of the County, its officers, agents, and employees, or any of them relating to or arising out of performing services pursuant to this agreement. In the event that any such suit based upon such a claim, action, loss, or damages is brought against the City, the County shall defend the same at its sole cost and expense; provided that the City reserves the right to participate in said suit if any principle of governmental or public law is involved; and if final judgment in said suit be rendered against the City, and its officers, agents, and employees, or any of them, or jointly against the City and the County and their respective officers, agents, and employees, or any of them, the County shall satisfy the same.

7.2 County Held Harmless. The City shall indemnify and hold harmless the County and its officers, agents, and employees, or any of them from any and all claims, actions, suits, liability, loss, costs, expenses, and damages of any nature whatsoever, by any reason of or arising out of any negligent act or omission of the City, its officers, agents, and employees, or any of them relating to or arising out of performing services pursuant to this agreement. In the event that any suit based upon such a claim, action, loss, or damages is brought against the County, the City shall defend the same at its sole cost and expense; provided that the County reserves the right to participate in said suit if any principle of governmental or public law is involved; and if final judgment be rendered against the County, and its officers, agents, and employees, or any of them, or jointly against the County and the City and their respective officers, agents, and employees, or any of them, the City shall satisfy the same.

7.3 Waiver Under Washington Industrial Insurance Act. The foregoing indemnity is specifically intended to constitute a waiver of each party's immunity under Washington's Industrial Insurance Act, Chapter 51 RCW, as respects the other party only, and only to the extent necessary to provide the indemnified party with a full and complete indemnity of claims made by the indemnitor's employees. The parties acknowledge that these provisions were specifically negotiated and agreed upon by them.

8. Liability Related to City Ordinances, Policies, Rules and Regulations. In executing this Agreement, the County does not assume liability or responsibility for or in any way release the City from any liability or responsibility which arises in whole or in part from the existence or effect of City ordinances, policies, rules or regulations. If any cause, claim, suit, action or administrative proceeding is commenced in which the enforceability and/or validity of any such City ordinance, policy, rule or regulation is at issue, the City shall defend the same at its sole expense and, if judgment is entered or damages are awarded against the City, the County, or both, the City shall satisfy the same, including all chargeable costs and reasonable attorney's fees.

9. Insurance. Each Party shall maintain its own insurance and/or self-insurance for its liabilities from damage to property and /or injuries to persons arising out of its activities associated with this Agreement as it deems reasonably appropriate and prudent. The maintenance of, or lack thereof of insurance and/or self insurance shall not limit the liability of the indemnifying part to the indemnified party(s). Each Party shall provide the other with a certificate of insurance or letter of self-insurance annually as the case may be.

10. Compliance with Laws. In the performance of its obligations under this Agreement, each party shall comply with all applicable federal, state, and local laws, rules and regulations.

11. Default and Remedies.

11.1 Default. If either the County or the City fails to perform any act or obligation required to be performed by it hereunder, the other party shall deliver written notice of such failure to the non-performing party. The non-performing party shall have fifteen (15) days

after its receipt of such notice in which to correct its failure to perform the act or obligation at issue, after which time it shall be in default ("Default") under this Agreement; provided, however, that if the non-performance is of a type that could not reasonably be cured within said fifteen (15) day period, then the non-performing party shall not be in Default if it commences cure within said fifteen (15) day period and thereafter diligently pursues cure to completion.

11.2 Remedies. In the event of a party's Default under this Agreement, then after giving notice and an opportunity to cure pursuant to Section 11.1 above, the non-Defaulting party shall have the right to exercise any or all rights and remedies available to it in law or equity. In addition, if the City fails to make payment on an outstanding invoice within the time to cure and the City has not disputed the invoice as provided in Section 6.3, the City shall have no further right under this Agreement to deliver custody to or otherwise house City Inmates at the Jail and shall, at the County's request, remove all City Inmates from the Jail within fourteen (14) days of notice to do so. Thereafter, the County may, in its sole discretion, accept City Inmates to the Jail if all outstanding invoices are paid.

12. Early Termination.

12.1 Termination by the County. Except as provided in Section 12.3 below, the County may terminate this Agreement at any time, with or without cause, upon not less than ninety (90) days advance written notice to the City. The termination notice shall specify the date on which the Agreement shall terminate.

12.2 Termination by the City. The City may terminate this Agreement at any time, with or without cause, upon not less than ninety (90) days advance written notice to the County and the Washington State Office of Financial Management. The termination notice shall specify the date on which the Agreement shall terminate, the grounds for termination, and the specific plans for accommodating the affected jail population.

12.3 Lack of Funding. This Agreement is contingent upon governmental funding and local legislative appropriations. In the event that funding from any source is withdrawn, reduced, limited, or not appropriated after the effective date of this Agreement, this Agreement may be terminated by the County immediately by delivering written notice to the City. The termination notice shall specify the date on which the Agreement shall terminate.

12.4 Calculation of Costs Due Upon Early Termination. Upon early termination of this Agreement as provided in this Section 12, the City shall pay the County for all Services performed up to the date of termination. The County shall notify the City within thirty (30) days of the date of termination of all remaining costs. No payment shall be made by the City for any expense incurred or Services performed following the effective date of termination unless authorized in writing by the City.

13. Dispute Resolution. In the event differences between the Parties should arise over the terms and conditions of this Agreement, the Parties shall use their best efforts to resolve those differences through their Administrators on an informal basis. If those differences cannot be resolved informally, the matter shall be referred for mediation to a mediator mutually selected

by the Parties. If mediation is not successful, either of the Parties may institute legal action for specific performance of this Agreement or for damages. The prevailing party in any legal action shall be entitled to a reasonable attorneys' fee and court costs.

14. Notices. All notices required to be given by any party to the other party under this Agreement shall be in writing and shall be delivered either in person, by United States mail, or by electronic mail (email) to the applicable Administrator or the Administrator's designee. Notice delivered in person shall be deemed given when accepted by the recipient. Notice by United States mail shall be deemed given as of the date the same is deposited in the United States mail, postage prepaid, and addressed to the Administrator, or their designee, at the addresses set forth in Section 3 of this Agreement. Notice delivered by email shall be deemed given as of the date and time received by the recipient.

15. Miscellaneous.

15.1 Entire Agreement; Amendment. This Agreement constitutes the entire agreement between the parties regarding the subject matter hereof, and supersedes any and all prior oral or written agreements between the parties regarding the subject matter contained herein. This Agreement may not be modified or amended in any manner except by a written document executed with the same formalities as required for this Agreement and signed by the party against whom such modification is sought to be enforced.

15.2 Conflicts between Attachments and Text. Should any conflicts exist between any attached exhibit or schedule and the text or main body of this Agreement, the text or main body of this Agreement shall prevail.

15.3 Governing Law and Venue. This Agreement shall be governed by and enforced in accordance with the laws of the State of Washington. The venue of any action arising out of this Agreement shall be in the Superior Court of the State of Washington, in and for Snohomish County. In the event that a lawsuit is instituted to enforce any provision of this Agreement, the prevailing party shall be entitled to recover all costs of such a lawsuit, including reasonable attorney's fees.

15.4 Interpretation. This Agreement and each of the terms and provisions of it are deemed to have been explicitly negotiated by the parties, and the language in all parts of this Agreement shall, in all cases, be construed according to its fair meaning and not strictly for or against either of the parties hereto. The captions and headings in this Agreement are used only for convenience and are not intended to affect the interpretation of the provisions of this Agreement. This Agreement shall be construed so that wherever applicable the use of the singular number shall include the plural number, and vice versa, and the use of any gender shall be applicable to all genders.

15.5 Severability. If any provision of this Agreement or the application thereof to any person or circumstance shall, for any reason and to any extent, be found invalid or unenforceable, the remainder of this Agreement and the application of that provision to other

persons or circumstances shall not be affected thereby, but shall instead continue in full force and effect, to the extent permitted by law.

15.6 No Waiver. A party's forbearance or delay in exercising any right or remedy with respect to a Default by the other party under this Agreement shall not constitute a waiver of the Default at issue. Nor shall a waiver by either party of any particular Default constitute a waiver of any other Default or any similar future Default.

15.7 No Assignment. This Agreement shall not be assigned, either in whole or in part, by either party without the express written consent of the other party, which may be granted or withheld in such party's sole discretion. Any attempt to assign this Agreement in violation of the preceding sentence shall be null and void and shall constitute a Default under this Agreement.

15.8 Warranty of Authority. Each of the signatories hereto warrants and represents that he or she is competent and authorized to enter into this Agreement on behalf of the party for whom he or she purports to sign this Agreement.

15.9 Independent Contractor. The County will perform all Services under this Agreement as an independent contractor and not as an agent, employee, or servant of the City. The County shall be solely responsible for control, supervision, direction and discipline of its personnel, who shall be employees and agents of the County and not the City. The County has the express right to direct and control the County's activities in providing the Services in accordance with the specifications set out in this Agreement. The City shall only have the right to ensure performance.

15.10 No Joint Venture. Nothing contained in this Agreement shall be construed as creating any type or manner of partnership, joint venture or other joint enterprise between the parties.

15.11 No Separate Entity Necessary. The parties agree that no separate legal or administrative entities are necessary to carry out this Agreement.

15.12 Ownership of Property. Except as expressly provided to the contrary in this Agreement, any real or personal property used or acquired by either party in connection with its performance under this Agreement will remain the sole property of such party, and the other party shall have no interest therein.

15.13 No Third Party Beneficiaries. This Agreement and each and every provision hereof is for the sole benefit of the City and the County. No other persons or parties shall be deemed to have any rights in, under or to this Agreement.

15.14 Force Majeure. In the event either party's performance of any of the provisions of this Agreement become impossible due to circumstances beyond that party's control, including without limitation, force majeure, strikes, embargoes, shortages of labor or materials, governmental regulations, acts of God, war or other strife, that party will be excused

from performing such obligations until such time as the Force Majeure event has ended and all facilities and operations have been repaired and/or restored.

15.15 Execution in Counterparts. This Agreement may be executed in two or more counterparts, each of which shall constitute an original and all of which shall constitute one and the same agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first above written.

COUNTY:	**CITY:**
Snohomish County, a political subdivision of the State of Washington	City of Snohomish, a Washington municipal corporation
By_____ Name: John Lovick Title: County Executive	By_____ Name: _____ Title: _____
Approved as to Form:	**Approved as to Form:**
_____ Deputy Prosecuting Attorney	_____ City Attorney
Approved as to Indemnification and Insurance:	
_____ Risk Management	

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EXHIBIT A

Proportionate Billing

The County uses a proportional billing process to calculate fees and charges for each inmate. As a result, if multiple jurisdictions have an open charge on an individual inmate, the jurisdictions will each share equally the fees and costs as long as an open charge persists for that jurisdiction. When a contracting jurisdiction's charge is closed, that jurisdiction drops from the proportional billing process, and the proportional billing is recalculated without that jurisdiction.

Each day the County shall examine the open charges for each active booking and apply uniform rules for determining billable charges and identifying the billable jurisdiction.

The procedure employed by the County for determining the billable charges and responsible jurisdictions is outlined below and references the County's internal billing system. The procedure continues in sequence through the outlined series of steps only so far as needed to isolate a billable charge and determine the jurisdiction responsible for payment.

1. Select "All Felony Charges."
    a. If there is more than one felony charge or if there is one felony charge and a Washington State Department of Corrections (the "DOC") hold, go to Step 2.
    b. If there is one felony charge but no DOC hold, do not invoice.
    c. If there are no felony charges, go to Step 3.

2. Select "Arresting Agency DOC-Parole-Olympia."
    a. If there are no other arresting agency charges and all felony charges are with DOC, invoice DOC.
    b. If there is a DOC hold and additional local charges (that is, charges from jurisdictions that have an interlocal agreement for jail services with the County), do not invoice.
    c. If there is a DOC hold and non-local additional charges (that is, charges from jurisdictions that do not have an interlocal agreement for jail services with the County), invoice DOC.

3. Select "All Misdemeanor Charges."
    a. If there is only one misdemeanor charge, invoice the charging jurisdiction.
    b. If there is more than one misdemeanor charge from more than one jurisdiction, invoice each jurisdiction in equal shares. If a jurisdiction has multiple open misdemeanor charges, the jurisdiction is only invoiced as one element of the proportional billing process. Snohomish County shall be invoiced its proportional share where applicable.

    Example: If City A has one open misdemeanor and City B has two open misdemeanor charges, all at the same time, each city is billed for fifty percent (50%) of the Fees and Costs for that inmate.

4. Drop jurisdictions with closed charges.

Example: City X has one open misdemeanor charge, and City Y has one open misdemeanor charge. City Y's charge is closed. City X is billed for one hundred percent (100%) of the Fees and Costs for that inmate from then on.

ACTION ITEM 6e

Date: December 16, 2014

To: City Council

From: Jennifer Anderson, Finance Director

Subject: Hearing Examiner Professional Services Agreement – Mary Swenson

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The purpose of this agenda item is for City Council's consideration of a professional services agreement for Parking, Dangerous Dog and Utility Hearing Examiner Services with Mary Swenson.

BACKGROUND: As per SMC 7.08.070, SMC 11.08.230 and SMC 15.05.080 (See Attachment A) the City utilizes the services of a hearing examiner to conduct hearings and provide fair and unbiased informational hearings for citizens and customers who dispute staff decisions for the issuance of parking tickets, declarations of potentially dangerous/dangerous dogs and utility billing decisions.

The terms of the hearing examiners services are proposed to be outlined in a professional services agreement (See Attachment B). Recently, Ann Eason, resigned as hearing examiner after providing six years of services to the City.

Typically, the City annually receives five or less requests for hearings on a variety of issues. The proposed hourly rates for hearing examiner services are $50.00 an hour for parking ticket hearings and $80.00 per hour for utility billing and potentially dangerous/dangerous dog matters.

Ms. Swenson is a retired, former City Administrator for the City of Marysville, who was selected based on her general knowledge of municipal government. She is not a resident of the City and as such is unlikely to have direct or indirect conflicts on a personal basis with those appellants who would be involved in these hearings.

STRATEGIC PLAN REFERENCE: Not applicable

RECOMMENDATION: That the City Council AUTHORIZE the City Manager to EXECUTE a Professional Services Agreement with Mary Swenson for Parking, Dangerous Dog and Utility Hearing Examiner Services.

ATTACHMENTS:

A. SMC 7.08.070, SMC 11.08.230 and SMC 15.05.080
B. Professional Services Agreement – Mary Swenson

ATTACHMENT A

Chapter 7.08

DANGEROUS DOGS

Sections:

7.08.010 Created
7.08.020 Definitions
7.08.030 Potentially Dangerous Dog or Dangerous Dog Outside Enclosure
7.08.040 Dangerous Dogs and Potentially Dangerous Dogs – Certificate of Registration Required – Prerequisites
7.08.050 Dangerous Dogs Required to be Microchipped
7.08.060 Declaration of Potentially Dangerous Dog or Dangerous Dog – Procedure and Notification Requirements
7.08.070 Appeal of Notice of Potentially Dangerous Dog or Dangerous Dog
7.08.080 Dangerous Dogs/Potentially Dangerous Dogs – Confiscation – Offenses
7.08.090 Severability
7.08.100 Third Party Liability

7.08.010 Created. The Chapter is created to provide for the regulation of Dangerous Dogs and Potentially Dangerous Dogs and provide policy, power and authority within the City of Snohomish as set out in this Chapter. (Ord. 1915, 1999)

7.08.020 Definitions. Terms used in this Chapter are defined pursuant to SMC Section 7.04.020.

7.08.030 Potentially Dangerous Dog or Dangerous Dog Outside Enclosure. It is unlawful for an owner of a potentially dangerous dog or dangerous dog to permit the dog to be outside the proper enclosure unless the dog is muzzled and restrained by a substantial chain or leash and under physical restraint of a responsible person. The muzzle shall be made in a manner that will not cause injury to the dog or interfere with its vision or respiration, but shall prevent it from biting any person or animal. (Ord. 2100, 2005)

7.08.040 Dangerous Dogs and Potentially Dangerous Dogs – Certificate of Registration Required – Prerequisites.

A. It is unlawful for an owner to have a dangerous dog or a potentially dangerous dog in the City of Snohomish without a certificate of registration issued under this section. This section shall not apply to police dogs.

1. The owners of all dangerous dogs or potentially dangerous dogs shall obtain a certificate of registration from the City of Snohomish immediately on the next business day, upon the animal moving to the City. This includes dogs found to be dangerous or potentially dangerous in other jurisdictions that move to the City of Snohomish.

2. After paying the registration fee and registering a potentially dangerous dog with the City of Snohomish, the owners of potentially dangerous dogs labeled so by another jurisdiction based solely on breed classification alone without any aggressive acts, may request review by the Community Services Officer/Animal Control Officer to determine if that specific breed classified potentially dangerous dog will be considered a potentially dangerous dog for registration purposes in the City of Snohomish.

   a. The owner of the potentially dangerous dog shall make their request in writing to the Community Services Officer/

Animal Control Officer and will have the responsibility to provide written documentation that the animal was determined to be a potentially dangerous dog based solely on breed, without any aggressive acts.

b. The Community Services Officer/Animal Control Officer will make the determination of whether the dog will be considered a potentially dangerous dog for registration purposes. There is no appeal of that decision.

c. The Community Services Officer/Animal Control Officer will make her decision based upon contact with the jurisdiction declaring the potentially dangerous dog to determine whether the dog was declared a potentially dangerous dog solely based upon breed or whether there is record of any aggressive behavior or acts. If the record shows no aggressive behavior or acts and that the declaration was based solely upon breed, then the dog will not be required to be registered as a potentially dangerous dog in the City of Snohomish. If there is any record of aggressive behavior or acts then the dog will be required to be registered as a potentially dangerous dog in the City of Snohomish.

d. The Community Services Officer/Animal Control Officer will provide her decision in writing whether the potentially dangerous dog will be considered a potentially dangerous dog for registration purposes in the City of Snohomish. If the Community Services Officer/Animal Control Officer's decision is that the dog will not be considered a potentially dangerous dog for registration purposes in the City of Snohomish then the fees will be refunded and the dog shall have regular licensing requirements.

B. The City of Snohomish shall issue a certificate of registration to the owner of a dangerous dog or potentially dangerous dog upon payment of a one hundred dollar ($100.00) registration fee if the owner presents to the City of Snohomish sufficient evidence of:

1. A proper enclosure to confine a dangerous dog or potentially dangerous dog and the posting of the premises with a clearly visible warning sign that there is a dangerous dog on the property. In addition, the owner shall conspicuously display a sign with a warning symbol that informs children of the presence of a dangerous dog or potentially dangerous dog; and

2. Either:

   a. A surety bond issued by a surety insurer qualified under RCW 48.28 in a form acceptable to the City of Snohomish and the City Attorney in the sum of at least two hundred fifty thousand dollars ($250,000), payable to any person injured or owner of an animal injured by the dangerous dog; or

   b. A policy of liability insurance, such as homeowner's insurance, issued by an insurer qualified under RCW Title 48 in the

amount of at least two hundred and fifty thousand dollars ($250,000), insuring the owner for any personal injuries inflicted or injuries to an animal inflicted by the dangerous dog.

C. The term for a certificate of registration is one year from the date of issuance or until the dog is moved to another address outside the corporate limits of the City of Snohomish, whichever is less. The owner of a dangerous dog or potentially dangerous dog must renew the certificate of registration annually, unless the dog is moved to another address outside the corporate limits of the City of Snohomish. (Ord. 2100, 2005)

7.08.050 Dangerous Dogs Required to be Microchipped. Any dog which is declared to be a dangerous dog pursuant to this Chapter or RCW Chapter 16.08 shall be required to be microchipped by a veterinarian of the owner's choice, at the owner's expense. This shall be in addition to the normal requirements for licensing as defined within this title. This must be accomplished within thirty (30) days after receipt of the dangerous dog declaration issued by the Animal Control Officer or the Hearing Examiner, in the event of an appeal, pursuant to SMC 7.08.060.

7.08.060 Declaration of Potentially Dangerous or Dangerous Dog – Procedure and Notification Requirements.

A. The Animal Control Officer shall identify and classify potentially dangerous dogs and dangerous dogs. The Animal Control Officer may find and declare a dog potentially dangerous or dangerous if the Animal Control Officer has probable cause to believe that the dog falls within the definitions set forth in SMC 7.04.020. Probable cause may be based upon:

1. The written complaint of a citizen who is willing to testify that he or she witnessed the dog acting in a manner which causes it to fall within the definition of potentially dangerous dog or dangerous dog.

2. Dog bite reports filed with the Animal Control Officer.

3. Actions of the dog witnessed by any Animal Control or Law Enforcement Officer.

4. Other substantial evidence.

B. Rabies Control.

1. In the event that any animal has bitten a human being, the designated animal control agent may order quarantine of such animal for a period up to fourteen days. In the event that the agent has reason to suspect that an animal is rabid, the appropriate officials of the Washington State Department of Health and Snohomish County Department of Health shall be notified and the designated animal control agent shall coordinate any further activities with the agencies which have jurisdiction rabies prevention and control. The provisions of Chapter 246-100 WAC, together with amendments thereto, are incorporated in this chapter by reference and prevail over any conflicting provision of this chapter in any suspected rabies matter. (Ord. 2266, 2014)

2. The quarantined animal must not be kept in any area that is accessible to other animals or persons, but shall be kept indoors in a secluded room. Should the order of quarantine be broken, the animal may be

impounded and held by a designated custodian of animals at owner and/or custodian expense for the remainder of the quarantine period. Redemption is subject to payment of any fees allowable under this chapter. It shall be a violation of this chapter for any owner or custodian to whom an order of quarantine is issued to knowingly, recklessly, or with criminal negligence permit the order of quarantine to be broken. (Ord. 2266, 2014)

C. Upon determining that probable cause exists to believe that a dog is potentially dangerous or dangerous, the Animal Control Officer may issue a written notice to the owner of the dog. The notice shall contain the following:

1. The name and address of the owner of the dog;

2. A brief description of the dog;

3. A brief statement of why the dog has been found to be a potentially dangerous dog or dangerous dog;

4. The specific provision or provisions of SMC 7.08.060(A) under which the Animal Control Officer has found the dog to be a potentially dangerous dog or dangerous dog;

5. The requirements for restraint of the dog, if applicable, as determined by the Animal Control Officer, and when these requirements must be complied with;

6. The criminal penalty for violation of the requirements for restraint imposed by the Animal Control Officer, including a statement that, if the requirements are not timely met, the Animal Control Officer shall have the authority of issue a criminal citation or report such non-compliance to the City Attorney's Office, which shall have the authority to initiate a criminal action, all as set out in 7.08.080 hereof; and

7. A statement advising:

a. That the notice may be appealed to the City of Snohomish Hearing Examiner.

b. That the failure to file a timely and complete notice of appeal will constitute a waiver of all rights to an appeal under this chapter.

D. The notice shall be served on the owner in one of the following methods:

1. First class mail to the owner's last known address; or

2. Personally. If the notice of hearing is personally served, proof of personal service of notice of hearing shall be made by a written declaration under penalty of perjury executed by the person effecting service, declaring the time, date and manner in which service was made.

E. Duty of owner to notify animal control agency of change in status of potentially dangerous or dangerous dog.

1. The owner of a potentially dangerous or dangerous dog shall immediately notify the animal control agency when the dog:

a. is loose or unconfined off the premises of the owner;

b. has bitten or injured a human being or another animal;

c. is sold, given away, or moved to another address; or

d. dies.

2. If a potentially dangerous or dangerous dog is sold, given away, or moved to another location, the owner shall provide the name, address, and telephone number of the new owner, or the address and telephone number of the new location if retained by the same owner, to the animal control agency prior to moving the dog, whether within or outside Snohomish County. All requirements of this chapter must be met by the new owner prior to moving the dog if the dog remains within Snohomish County. If the dog is retained by the same owner, but moved to another address, the requirements of this chapter must be met prior to moving the dog.

3. If a potentially dangerous or dangerous dog dies, the owner shall supply to the animal control agency within 30 days of death, a veterinarian certificate of death or other proof that the dog has died.

(Ord. 2266, 2014)

F. If the owner cannot be located as provided in paragraph (D) (1) or (2) of this subsection, notification shall be attempted by publication in a newspaper of general circulation. (Ord. 2266, 2014)

7.08.070 Appeal of Notice of Potentially Dangerous Dog or Dangerous Dog.

A. Any owner of a dog which has been declared potentially dangerous or dangerous by the Animal Control Agency may appeal the notice by filing a written notice of appeal at the City of Snohomish, within fourteen (14) days from the date of the notice. Said written notice of appeal shall be on a form provided for that purpose by the Animal Control Agency or other written notice, but must contain the following items:

1. A caption reading: "Appeal of_____," giving the name of the appellant.

2. A brief statement of the finding being appealed, together with any material facts claimed to support the contentions of the appellant.

3. A brief statement of the relief sought, and the reasons why the finding should be reversed, modified, or otherwise set aside.

4. The current address of the appellant.

5. A verification, by declaration under penalty of perjury, made by the appellant as to the truth of the matters stated in the appeal.

B. Failure to file a timely and complete notice of appeal constitutes a waiver of all rights to an appeal under this chapter.

C. Upon receipt of a timely filed and completed notice of appeal, a notice of hearing shall be sent to the appellant, setting the date, time, and place of the appeal hearing.

D. The hearing shall be set no less than 10 nor more than 30 business days following receipt of a timely filed and complete notice of appeal. The filing of a notice of appeal shall not stay the requirements for restraint of the dog provided to the owner pursuant to SMC Section 7.08.060 (B)(5).

E. The hearing shall be before the City of Snohomish Hearing Examiner who is authorized by this chapter and section to conduct such hearing.

F. At the hearing, the owner of the dog found to be a potentially dangerous dog or dangerous dog shall be permitted to present evidence in support of their position at the hearing. A representative or representatives of the City also shall be permitted to present evidence in support of declaring the dog a dangerous or potentially dangerous dog.

G. Hearing

1. Dogs shall be declared potentially dangerous or dangerous by the Hearing Examiner upon proof that they are animals as defined by Section 7.04.020. If a threat, injury, or damage sustained by a person forms part of the proof that the dog is dangerous, it shall be an affirmative defense to be proved by the owner that the dog's threat, injury, or damage was sustained by a person who, at the time, was committing a willful trespass or other tort upon the premises occupied by the owner of the dog, or was tormenting, abusing, or assaulting the dog or has, in the past been observed or reported to have tormented, abused, or assaulted the dog, or was committing or attempting to commit a crime. Upon proof of such affirmative defense no declaration that the dog is dangerous shall be made.

2. At the hearing, the burden shall be on the owner of the dog, by a preponderance of the evidence, that one or more of the circumstances set forth in subsection (G)(1) of this section exist.

3. The affirmative defense set out in Subsection (G) (1) of this section shall not apply in actions to declare the dog to be potentially dangerous dog. (Ord. 1931, 1999)

H. Hearing Examiner/Official Decision:

1. At the conclusion of the hearing, the Hearing Examiner/Official shall issue written findings, conclusions and a decision.

2. At the conclusion of a hearing to determine whether a dog is to be declared dangerous, the decision of the Hearing Examiner/Official may be:

a. The dog in question is declared to be a dangerous dog;

b. The dog in question is declared to be a potentially dangerous dog;

c. The dog in question is declared to be a potentially dangerous dog, with additions, deletions and/or modifications made to the restrictions initially proposed to be placed on the dog by the Animal Control Officer; or

d. The dog in question is declared to be neither dangerous nor potentially dangerous.

3. At the conclusion of a hearing to determine whether a dog is to be declared potentially dangerous, the decision of the Hearing Examiner may be:

a. The dog in question is declared to be a potentially dangerous dog;

b. The dog in question is declared to be a potentially dangerous dog,

with additions, deletions, and/or modifications made to the restrictions initially proposed to be placed on the dog by the City of Snohomish Animal Control; or

c. The dog in question is declared to not be a potentially dangerous dog.

4. The decision of the Hearing Examiner/Official shall be final.

a. The Hearing Examiner's decision shall be final and conclusive with right of appeal to the Superior Court of Snohomish County.

b. Notice of the appeal and any other pleadings required to be filed with the court shall be served as required by law.

c. The cost of transcribing and preparing all records ordered certified by the court or desired by the appellant for such appeal shall be borne by the appellant. The city, upon appeal to the Superior Court and payment by the appellant of the costs thereof, will prepare the record and transcribe the tape thereof and will deliver the same to the Court. Any appeal will be conducted on the record before the hearing examiner as if an appeal from a court of limited jurisdiction in accordance with the Rules of Appeal from Limited Jurisdictions (RALJ).

7.08.080 Dangerous Dogs/Potentially Dangerous Dogs – Confiscation - Offenses.

A. Grounds for confiscation: Any dangerous dog or potentially dangerous dog shall be immediately confiscated by the Animal Control Officer if:

1. The dog is not validly registered under this chapter or RCW 16.08.080;

2. The owner does not secure the liability insurance coverage required under this Chapter or RCW 16.08.080;

3. The dog is not maintained in the proper enclosure; or

4. The dog is outside of the dwelling of the owner, or outside of the proper enclosure, and not under physical restraint of a responsible person.

B. The owner of a dangerous dog or potentially dangerous dog shall be guilty of a gross misdemeanor in any of the following circumstances:

1. The owner does not validly register and/or maintain a valid registration for the dangerous dog or potentially dangerous dog;

2. The owner does not secure and/or maintain liability insurance required by this Chapter or RCW 16.08.080;

3. The owner does not maintain the dog in a proper enclosure; or

4. The owner or a responsible person does not physically restrain the dangerous dog or potentially dangerous dog while the dog is outside the dwelling of the owner, or the dog is outside the proper enclosure required by this Chapter or RCW 16.08.

C. If a dangerous dog of an owner with a prior conviction under this chapter or

RCW 16.08.100, attacks or bites a person or another domestic animal, the dog's owner is guilty of a class C felony, punishable in accordance with RCW 9A.20.021. The matter shall be referred to the County Prosecutor for prosecution. In addition, the dangerous dog shall be immediately confiscated by an Animal Control Authority, placed in quarantine for the proper length of time, and thereafter destroyed in an expeditious and humane manner.

D. The owner of any dog that aggressively attacks and causes severe injury or death of any human, whether or not the dog has previously been declared potentially dangerous or dangerous, shall be guilty of a class C felony punishable in accordance with RCW 9A.20.021. The matter shall be referred to the County Prosecutor for prosecution. In addition, the dog shall be immediately confiscated by an Animal Control Authority, placed in quarantine for the proper length of time, and thereafter destroyed in an expeditious and humane manner.

E. The owner of any dog that has been confiscated, quarantined, and/or destroyed shall be responsible for all of the associated costs. The same may be assessed as restitution in any misdemeanor or felony prosecution. The City in addition shall have the right to pursue an action in a court with jurisdiction to collect the associated costs. In any such action the City shall be entitled to recover its costs and reasonable attorneys fees. (Ord. 2100, 2005)

7.08.090 Severability. Should any section, subsection, paragraph, sentence, clause or phrase of this ordinance or its application to any person or situation be declared unconstitutional or invalid for any reason, such decision shall not affect the validity of the remaining portions of this ordinance or its application to any other person or situation. The City Council of the City of Snohomish hereby declares that it would have adopted this ordinance and each section, subsection, sentence, clause, phrase or portion thereof irrespective of the fact that any one or more sections, subsections, clauses, phrases or portions be declared invalid or unconstitutional.

7.08.100 Third Party Liability. It is expressly the purpose of this ordinance to provide for and promote the health, safety and welfare of the general public and not to create or otherwise establish or designate any particular class or group of persons who will or should be especially protected or benefited by the terms of this ordinance. (Ord. 1915, 1999)

Chapter 11.08

PARKING

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11.08.010 Purpose.

A. Pursuant to Article II, Section II of the Constitution of the state of Washington, and RCW 35.22.280(7) and (30), the City enacts the ordinance codified in this chapter, in the exercise of the police power, to protect the public health and safety and promote the general welfare of the community by:

1. Making possible the use of on-street parking spaces by the maximum number of vehicles consistent with the demands of commerce;

2. Minimizing the congesting and serious air pollution caused by slow-moving and re-circulating motor vehicles;

3. Accommodating the maintenance of public streets in a condition reasonably safe for public travel;

4. Fostering the conduct of private and public commerce;

5. Providing means of public revenues necessary to enforce traffic control;

6. Encouraging respect and general public obedience of the laws of the City and deterring repeated violations.

B. This chapter does not create nor otherwise establish or designate any particular class or group of persons who will or should be especially protected or benefited by the terms of these regulations. It is the specific intent of the regulations set forth in this chapter to place the obligation of compliance upon the registered owner, legal owner and driver of the vehicle and no provision or term used in these regulations is intended to impose any duty whatsoever upon the City or any of its officers, employees, or agents for whom the implementation or enforcement of these regulations shall be discretionary and not mandatory.

C. Nothing contained in these regulations is intended to be nor shall be construed to create or form the basis for any liability on the part of the City, its officers, employees, or agents, for any injury or damage resulting from the failure to comply with these regulations, or in consequence or in connection with the implementation or enforcement of these regulations, or by reason of any action or inaction on the part of the City related in any manner to the enforcement of these regulations by its officers, employees or agents.

D. Notwithstanding any language used in this chapter, it is not the intent of this chapter to create a duty and/or cause of action running to any individual or identifiable person, but rather any duty is intended to run only to the general public. (Ord. 1546, 1985; Ord 1865, 1998)

11.08.020 Definitions.

A. The definition of words and phrases contained in RCW 46.04.010 through 46.04.700 are adopted by reference and shall, for the purposes of this chapter, have the same meanings ascribed to words and phrases herein.

B. The following words and phrases, when used in this chapter, shall have the following meanings:

1. "Alley" means a public highway not designed for general travel and used primarily as a means of access to the rear of residences and business establishments.

2. "Bus stop" means a fixed portion of the highway parallel and adjacent to the curb and designated by a sign to be reserved exclusively for buses for layover in operating schedules or while waiting for, loading, or unloading passengers; provided, that such bus provides regularly scheduled service within the City.

3. "Camper" means a structure designed to be mounted upon a motor vehicle and which provides facilities for human habitation or for temporary outdoor or recreational lodging.

4. "City" means the City of Snohomish.

5. "City street" means every public highway, or part thereof located within the limits of the City, except alleys.

6. "Crosswalk" means that portion of the roadway between the intersection area and a prolongation or connection of the farthest sidewalk line or in the event there are no improved sidewalks, then between the intersection area and a line ten feet therefrom, except as modified by a marked crosswalk.

7. "Curb" or "curb line" means the edge of a roadway, whether marked by curbing construction or not.

8. "Intersection" means the area embraced within the prolongation of the lateral curb lines, or, if there be no curbs, then the lateral roadway boundary lines of two or more streets which join one another at an angle, whether or not such streets cross one another. The junction of an alley with a street or highway shall not constitute an intersection.

9. "Legal owner" means a person having a security interest in a vehicle perfected in accordance with RCW Chapter 46.12 or the registered owner of a vehicle unencumbered by a security interest.

10. "Loading zone" means a space reserved for the exclusive use of vehicles during the loading or unloading of property or passengers.

11. "Motor home" means motor vehicles originally designed, reconstructed, or permanently altered to provide human habitation.

12. "Motor vehicle" means every vehicle which is self-propelled.

13. "Park" or "parking" means the standing of a vehicle, whether occupied or not, otherwise than temporarily for the purpose of and while actually engaged in loading or unloading of property or passengers.

14. "Parking enforcement person" means an employee of the City under the direction of the City Treasurer who is responsible, along with the City's police officers, to enforce the provisions of this chapter.

15. "Parking space" means any space which is duly designated for the parking of a single vehicle by appropriate markings on the pavement and/or the curb.

16. "Passenger loading zone" means a place reserved for the exclusive use of vehicles while receiving or discharging passengers.

17. "Planting strip" means that portion of a highway laying between the constructed curb or the edge of the roadway and the property line exclusive of the sidewalk area.

18. "Police officer" means a law enforcement officer of the City.

19. "Registered owner" means the person whose lawful right of possession of a vehicle has most recently been recorded with the Washington State Department of Licensing.

20. "Safety zone" means the area or space officially set apart within a roadway for the exclusive use of pedestrians and which is protected or is marked or indicated by painted marks, signs, buttons, or otherwise, so as to be plainly discernible.

21. "Sidewalk" means that property between the curb lines or the lateral lines of a roadway and the adjacent property, set aside and intended for the use of pedestrians or such portion of private property parallel and in proximity to a public highway and dedicated to use by pedestrians.

22. "Stand" or "standing" means the halting of a vehicle, whether occupied or not, otherwise than temporarily for the purpose of and while actually engaged in receiving or discharging passengers.

23. "Parking violation" means the infringement of any parking regulation set forth in this chapter. (Ord. 1546, 1985; Ord. 1865, 1998)

24. "Time-limited parking area" means a designated area that has restrictions on the time, days, and hours for parking. (Ord. 2225, 2011)

11.08.030 Stopping, Standing, or Parking Prohibited in Specified Places.

A. Except when necessary to avoid conflict with other traffic, or in compliance with the law or the directions of a police officer or official traffic control device, no person shall:

1. Stop, stand or park a vehicle:

a. On the roadway side of any vehicle stopped or parked at the edge or curb of a street;

b. On a sidewalk or street planting strip;

c. Within an intersection;

d. On a crosswalk;

e. Between a safety zone and the adjacent curb or within thirty feet of points on the curb immediately opposite the ends of a safety zone, unless official signs or markings indicate a different no-parking area opposite the ends of a safety zone;

f. Alongside or opposite any street excavation or obstruction when stopping, standing or parking would obstruct traffic;

g. On any railroad tracks;

h. In the area between roadways of a divided highway including crossovers;

i. At any place where official signs prohibit stopping; or

j. Within any fire zone or fire exits.

2. Stand or park a vehicle, whether occupied or not, except momentarily to pick up or discharge a passenger or passengers:

a. In front of an alley or private driveway or within five feet of the end of the curb radius leading thereto;

b. Within fifteen feet of a fire hydrant;

c. Within twenty feet of a crosswalk;

d. Within thirty feet upon the approach to any flashing signal, stop sign, yield sign, or traffic control signal located at the side of a roadway;

e. Within twenty feet of the driveway entrance to any fire station and on the side of a street opposite the entrance to any fire station when properly signed;

f. In front of or behind a yellow painted curb;

g. At any place where City barricades are placed;

h. Within fifty feet of the nearest rail of a railroad crossing;

i. At any place where official signs prohibit parking; or

j. In a bus stop. (Ord. 1546, 1985; Ord. 1865, 1998)

11.08.040 Chain Parking Prohibited. No vehicle shall be parked in the time-limited parking areas of the City for a consecutive period of more than the posted hours and restricted hours and days. It shall be no defense that the vehicle has been moved from one parking space to another within the time-limited parking zone or that the vehicle traversed streets not within said zone in so being moved. (Ord. 1546, 1985; Ord. 1865, 1998; Ord. 2225, 2011)

11.08.050 Seventy-Two Hour Parking Limit. In street or alley locations not specifically regulated by time limits for parking no vehicle shall be parked for more than seventy-two hours consecutively. Each additional twenty-four hours of consecutive parking after the first notice of violation is placed upon the vehicle shall constitute additional and separate violation of this chapter. (Ord. 1546, 1985; Ord. 1865, 1998)

11.08.060 Time-Limited Parking. It is unlawful for the operator of a vehicle to stop, stand, or park such vehicle for a period longer than the posted time limit and restricted hours and days on the streets or portions of streets designated as follows: Thirty-minute parking areas, two hour parking areas, and three hour areas, which will be indicated by signage at or near the parking areas. (Ord. 1546, 1985; Ord. 1865, 1998; Ord. 2225, 2011)

11.08.070 No-Parking Areas – Identification. The City Department of Public Works shall paint the curb adjoining all no-parking and prohibited parking areas yellow or shall post signs prohibiting parking on the curb adjoining no-parking zones. It is unlawful for any other person to paint the curbs or post no-parking signs in such restricted zones. (Ord. 1546, 1985; Ord. 1865, 1998)

11.08.080 Method of Parking. The City Engineer shall determine the location of parking spaces and the method of parking upon public streets and shall designate the location and method of parking by street marking and/or by signs. (Ord. 1546, 1985; Ord. 1865, 1998)

11.08.090 Parallel or Angle Parking – Method. Every vehicle parallel parked shall be so stopped or parked with the right-hand wheels parallel to and within twelve inches of the right-hand curb or as close as practicable to the right edge of the right-hand shoulder. In any place where angle parking is permitted or required, it is unlawful to angle park a vehicle otherwise than with the right front wheel abutting against or touching the curb immediately in front of such vehicle where there is such a curb. On all streets and highways where angle parking is designated by lines drawn on the pavement or curbs, all vehicles shall be angle parked in such a manner that the entire portion of said vehicle is located within the stall or parking space designated by such lines. (Ord. 1546, 1985; Ord. 1865, 1998)

11.08.100 Back-In Parking. Back-in parking shall be allowed on First Street while loading and unloading from vehicles that load and unload from the rear, providing proper traffic control of traffic is provided while moving in and out from the curb and while any traffic lane is wholly or partially obstructed. (Ord. 1546, 1985; Ord. 1865, 1998)

11.08.110 Parking for Disabled Persons. A person who has received a current and valid special disabled person's card, decal or license plate from the Washington State Department of Licensing under RCW 46.16.381 shall be allowed to park a vehicle being used to transport such person for unlimited periods of time in parking zones or areas which are otherwise restricted as to the length of time parking is permitted. This section shall have no application to those zones or areas in which the stopping, parking or standing of all vehicles is prohibited or which are reserved for special types of vehicles. Such person shall not be permitted the foregoing privilege unless the person obtains and displays a distinguishing card, decal, or license plate issued pursuant to RCW 46.16. (Ord. 1546, 1985; Ord. 1865, 1998)

11.08.120 Improper Stopping, Standing, or Parking.

A. No vehicle shall stop, stand or park in any designated parking space so that any part of such vehicle occupies more than one such space, protrudes beyond the markings designating such space or protrudes into the maneuvering lines, except that a vehicle which is of a size too large to be parked within a single designated parking space shall be permitted to occupy two or more adjoining spaces which are not otherwise restricted.

B. No vehicle shall stop, stand or park in any parking space for a period of time longer than the period allowed in that time zone. Once a vehicle remains in a parking space beyond the time which the time zone permits, each subsequent period of time for which the vehicle remains beyond the period of time allowed in that time zone shall constitute a separate violation.

C. No vehicle shall stop, stand or park in any location in which parking is prohibited by street marking, sign or City ordinance. (Ord. 1546, 1985; Ord. 1865, 1998)

11.08.130 Parking for Certain Purposes Prohibited.

A. No person shall park any vehicle upon any street or alley for the principal purpose of:

   1. Displaying of commercial or noncommercial signs;

   2. Displaying such vehicle for sale;

   3. Selling merchandise from such vehicle.

B. No person shall park any vehicle upon any roadway for the principal purpose of washing, greasing or repairing such vehicle except repairs necessitated by an emergency. (Ord. 1546, 1985; Ord. 1865, 1998)

11.08.140 Standing in Passenger Loading Zone. No person shall stop, stand or park a vehicle for any purpose or period of time other than for the expeditious loading or unloading of passengers in any place marked as a passenger loading zone during hours when the regulations applicable to the loading zone are effective, and then only for a period not to exceed three minutes. (Ord. 1546, 1985; Ord. 1865, 1998)

11.08.150 Standing in Loading Zone.

A. No person shall stop, stand or park a vehicle for any purpose or period of time other than for the expeditious unloading and delivery or pickup and loading of property in any place marked as a loading zone during hours when the provisions applicable to such zone are in effect. In no case shall the stop for loading and unloading of property exceed thirty minutes.

B. The driver of a vehicle may stop temporarily at a loading zone for the purpose of and while actually engaged in loading or unloading passengers when such stopping does not interfere with any vehicle which is waiting to enter or about to enter such zone to load or unload property. (Ord. 1546, 1985; Ord. 1865, 1998)

11.08.160 Alley Parking – Service Parking.

A. Except in the case of an emergency, no person shall park or stand a vehicle in an alley within the city for purposes other than actively loading or unloading, or for the rendering of service to adjacent property. In the case of rendering service to adjacent property, no vehicle shall remain parked or standing beyond thirty minutes.

B. In no event shall vehicles parked in alleys or on streets obstruct or hinder vehicular or pedestrian travel. (Ord. 1546, 1985; Ord. 1865, 1998)

11.08.170 Parking Trailers, Campers, Motor Homes, and Trucks.

A. No person shall detach and park any trailer or camper upon any street or alley.

B. Persons stopping, standing or parking trailers which are attached to towing vehicles shall abide by all parking regulations as set forth in this chapter.

C. No person shall stand or park a truck, motor home or truck tractor-trailer combination which as a manufacturer's gross vehicle weight in excess of sixteen thousand pounds, a length in excess of twenty feet or a width in excess of eight feet upon any portion of a street or alley within any residential zone as defined in the city's zoning code and zoning map except when:

1. Property is actively loaded or unloaded from such vehicle; or

2. The vehicle is a City vehicle or public utility vehicle providing a service for the public; or

3. The vehicle is an emergency vehicle; or

4. Such vehicle is currently used at and is located at a specific location within a residential zone for the purpose of assisting in the providing of services such as construction, carpentry, plumbing or landscaping to such residence or location.

   Provided, however, motor homes can stand or park on a city street in a residential zone for a maximum period of twenty-four hours provided said vehicles do not violate any parking restrictions (such as posted time zones) and meet all other parking regulations. (Ord. 1546, 1985; Ord. 1865, 1998)

11.08.180 Regulations not Exclusive. The provisions of this chapter imposing time

limits on parking shall not relieve any person from the duty to observe other and more restrictive provisions prohibiting or limiting the stopping, standing or parking of vehicles in specified places or at specified times. The City police shall have the right to control stopping, standing or parking of vehicles on a temporary basis as may be required in case of emergencies or other events of a temporary nature. (Ord. 1546, 1985; Ord. 1865, 1998)

11.08.190 Enforcement of Parking Regulations.

A. The parking regulations set forth in this chapter shall be enforced by the City's police officers and the City's parking enforcement person. However, it shall be the primary responsibility of the parking enforcement person to enforce this chapter, as well as any other parking regulations adopted by the city. Parking enforcement person shall be employed by the City under the direction of the Chief of Police.

B. Failure to perform any act required or the performance of any act prohibited by this chapter is designated as a parking violation and shall not constitute an infraction or a criminal offense, unless otherwise indicated in this chapter.

C. City police officers and the City parking enforcement person have the authority to issue a notice of parking violation when the parking violation is committed in the person's presence.

D. If any vehicle is found parked, standing or stopped in violation of this chapter or otherwise violates the provisions of this chapter, the officer finding the vehicle shall take its license number and may take any other information displayed on the vehicle which may identify its user, and shall conspicuously affix to the vehicle a notice of parking violation. A notice of parking violation represents a determination that a parking violation has been committed. The determination will be final unless contested as provided in this chapter.

E. The police officers and parking enforcement person in charge of the enforcement of the parking regulations of the City shall, and are authorized to, mark such vehicles parked, standing or stopped from time to time to aid in the enforcement of this chapter. Such mark shall be by chalk upon the tires of said vehicles or by some other convenient method but will not be injurious to or damage such vehicle. The marks so placed shall not be interfered with, concealed, obliterated or erased by any person other than a police officer or parking enforcement person, while the same shall remain parked or standing at the place where so marked. It shall constitute a parking violation to interfere with, conceal, obliterate or erase any mark in violation of this section.

11.08.200 Registered Owner Responsible – Lien.

A. Every person in whose name a vehicle is registered shall be responsible for any violation of this chapter caused by the parking, standing or stopping of said vehicle in violation hereof. It shall be no defense that the vehicle was parked illegally by another, unless proof is presented that said vehicle had been stolen and had not been returned to the registered owner by the date of the violation. This section shall not apply to registered owners transferring vehicle ownership prior to the date of the violation.

B. Every vehicle against which penalties and costs are assessed pursuant to the provisions of this chapter shall be subject to a lien for the penalties and costs thus assessed. Said lien shall be reduced to a possessory lien by the procedures mobilization and impound set forth herein and shall not be released from immobilization or impound until said penalties and costs are paid or provided for. (Ord. 1546, 1985; Ord. 1865, 1998)

11.08.210 Penalties.

A. Unless specifically set forth elsewhere in this chapter, the penalties for each parking violation of the provisions of this chapter shall be:

1. Overtime parking: Thirty dollars (Ord. 2225, 2011);

2. Unauthorized parking in alley: Twenty dollars;

3. Parking in disabled space without requisite permit, decal or license: Two Hundred Fifty dollars;

4. Parking, stopping or standing in fire lane: One Hundred Seventy Five dollars;

5. Interfering with, concealing, obliterating or erasing marks established by the City Department of Public Works under 11.08.070 or by the City's parking enforcement person under 11.08.190(E): One Hundred Seventy Five dollars;

6. All other violations: Thirty dollars. (Ord. 2225, 2011)

B. If no response or payment is made within ten calendar days of the date of issuance of the notice of parking violation, the penalty for each violation shall be:

1. Overtime parking: Sixty dollars (Ord. 2225, 2011);

2. Unauthorized parking in alley: Forty dollars;

3. Parking in disabled space without requisite permit, decal or license: Five Hundred dollars;

4. Parking, stopping or standing in fire lane: Three Hundred Fifty dollars;

5. Interfering with, concealing, obliterating or erasing marks established by the City Department of Public Works under 11.08.070 or by the City's parking enforcement person under 11.08.190(E): Three Hundred Fifty dollars;

6. All other violations: Sixty dollars. (Ord. 2225, 2011)

C. Payment of all parking violations shall be made to the City Treasurer's office. All proceeds derived from individuals charged with a violation of any of the provisions of this chapter shall be paid into the general fund of the City. (Ord. 1546, 1985; Ord. 1865, 1998; Ord. 2225, 2011)

11.08.220 Failure to Comply with Notice of Parking Violation.

A. A request for a hearing or, in the alternative, payment shall be made within ten calendar days of the date of issuance of the notice of parking violation. If no request for a hearing or payment be made within ten calendar days of the date of issuance of the notice

of parking violation, the City shall mail by first class mail a delinquency notice to the registered owner of the vehicle to which the notice was affixed, informing him/her of the violation and of a right to request a hearing.

B. If no request for a hearing or payment be made within ten calendar days of the date of mailing the delinquency notice, the registered owner of the vehicle is declared delinquent. In addition to or in lieu of the possessory lien procedure for collecting delinquent parking violation penalties the City may bring suit for judgment on the penalties plus costs of suit including reasonable attorney's fees. The City may also turn this matter over to a collection agency. (Ord. 1546, 1985; Ord. 1865, 1998)

11.08.230 Hearing to Contest Validity of Notices.

A. Any individual receiving a notice of parking violation or a delinquency notice may contest the notices issued by requesting a hearing through the City Treasurer's office.

B. Upon receipt of a timely request for a hearing, the City Treasurer shall set the matter for hearing on the parking hearing examiner's calendar.

C. The Hearing Examiner may, in its discretion, affirm, nullify or modify the notice of parking violation. In addition, the Hearing Examiner may, in its discretion, modify, waive, reduce or suspend the monetary penalty prescribed for the violation. (Ord. 1546, 1985; Ord. 1865, 1998)

11.08.240 Notice to the State of Washington Department of Licensing. Any vehicle as to which it is found that in any calendar year:

A. Three or more notices of violation of this chapter have been issued re: the illegal parking of the vehicle;

B. The penalties assessed pursuant to three or more of said notices have not been paid, shall be subject to the City Treasurer giving notice of said parking violations to the Washington State Department of Licensing as provided by RCW 46.01.110 and WAC 308-96A-345 to 308-96A-380. This enforcement procedure shall be in addition to and not in lieu of the public nuisance procedure for enforcing this chapter. (Ord. 1546, 1985; Ord. 1865, 1998)

11.08.250 Declaration of a Nuisance – Cost in Addition to Penalties.

A. Any vehicle as to which it is found that in any calendar year:

1. Three or more notices of violations of this chapter have been issued re: the illegal parking of the vehicle;

2. The penalties assessed pursuant to three or more of said notices have not been paid, shall be deemed to constitute a public nuisance in that said vehicle has repeatedly inhibited the orderly movement of vehicles into parking spaces or the streets of the City, created an obstruction to traffic, inhibited the free flow of commerce and encouraged others to violate the City's parking ordinance.

B. Upon being found to constitute a public nuisance there shall attach to said vehicle as a lien all parking penalties, immobilization fee, towing fee, storage fee and the reasonable attorney's fees incurred by the City in enforcing the provisions of this chapter to obtain the

payment of the penalties and costs and/or the impound and sale of the vehicle to pay the penalties and costs. (Ord. 1546, 1985; Ord. 1865, 1998)

11.08.260 Notification of Hearing for Declaration of Vehicle as a Nuisance. Whenever any vehicle shall have been cited for three violations of this chapter and/or any other parking ordinance of the City within a calendar year, each of which remains unpaid ten days after the issuance of the notice of parking violation, the City shall send to the registered and legal owners of said vehicle as shown by the records of the Washington State Department of Licensing a notification of the right to a hearing on the issue of whether said vehicle constitutes a public nuisance as defined in Section 11.08.260. Such notice shall be sent by registered mail or by certified mail with return receipt requested. Said notice shall include the following information:

A. The license number of the vehicle;

B. The name of the registered owner of the vehicle as shown by the records of the Washington State Department of Licensing;

C. The date and nature of each violation which will form the basis of the declaration of the vehicle as a nuisance;

D. A statement that the vehicle will be declared a nuisance unless:

1. All outstanding, unpaid penalties for violation of the parking ordinance of the City are paid within ten calendar days of the date of mailing of the notification, or

2. A request for hearing is filed within ten calendar days of the date of mailing with the City Treasurer or his designee.

E. A statement that if the vehicle is declared a nuisance it will be subject to immobilization pursuant to this chapter;

F. The address and telephone number where additional information may be obtained. (Ord. 1546, 1985; Ord. 1865, 1998)

11.08.270 Hearing on Declaration of Vehicles as Nuisance.

A. Upon receipt of a timely request for hearing, the City Treasurer or his designee shall promptly set a hearing. The hearing shall be conducted in accordance with such procedures as the parking Hearing Examiner shall establish. The parties shall be notified promptly of the result.

B. The Hearing Examiner shall enter a finding of nuisance only upon making the following determinations:

1. The identity of the registered owner of the vehicle as shown by the records of the Washington State Department of Licensing;

2. The identity of the cited vehicle including the license number of said vehicle;

3. That the vehicle was or was not parked in violation of the parking ordinance on three separate occasions within a calendar year;

4. That one or more of the penalties assessed for the parking violations remains unpaid;

5. That there are no defenses nor extenuating and mitigating factors justifying a finding that the vehicle is not a public nuisance. (Ord. 1546, 1985; Ord. 1865, 1998)

11.08.280 Order of Immobilization of Vehicle. If the registered owner or legal owner shall fail to request a hearing within ten calendar days of the date of mailing of the notice of hearing for declaration of vehicle as nuisance, or if the Hearing Examiner shall make a finding that the vehicle is a nuisance as defined in Section 11.08.260, the City Treasurer shall thereupon issue a written order declaring the vehicle a nuisance and directing the City's police department and parking enforcement person to immobilize said vehicle. (Ord. 1546, 1985; Ord. 1865, 1998)

11.08.290 Immobilization of Vehicle.

A. Upon the order of the City Treasurer directing immobilization of a vehicle, an officer or employee of the City may temporarily immobilize such vehicle by installing on, or attaching to, such vehicle a device designed to restrict the normal movement of such vehicle. At the time the vehicle is immobilized, the City shall cause to be affixed to said vehicle a readily visible notice. Said notice shall include the following information:

1. The date and the time the notice was affixed;

2. The identity of the agent or employee of the City who immobilized the vehicle;

3. A statement that the vehicle has been immobilized by the City for three or more violations of the City's parking ordinance;

4. A statement that the vehicle may be released from such immobilization at a designated place, by payment of the designated total of unpaid parking violation penalties, fifty dollars immobilization fee, and reasonable attorney's fees incurred by the City in any hearing procedure utilized in obtaining a finding that the vehicle is a nuisance;

5. A statement that unless arrangements are made for the release of said vehicle within twenty-four hours the vehicle will be towed;

6. A warning that removing or attempting to remove the device before a release is obtained is unlawful; and

7. The address and telephone number and office hours where additional information may be obtained.

B. Copies of this notification shall be mailed to the registered owner and legal owner of the vehicle at the address shown on the records of the Department of Licensing.

C. The parking restrictions otherwise applicable shall not apply to any vehicle immobilized pursuant to this section.

11.08.300 Immobilization Fee. Any vehicle immobilized shall be assessed a fifty dollar immobilization fee, said fee to be in addition to any other penalty assessed pursuant to this chapter. (Ord. 1546, 1985; Ord. 1865, 1998)

11.08.310 Release from Immobilization. No vehicle immobilized pursuant to the order of the City Treasurer because the vehicle has been found to be a nuisance shall be released from the device until payment of the total of unpaid parking violation penalties, the immobilization fee and the reasonable attorney's fees incurred by the City in any hearing procedure utilized in obtaining the finding that the vehicle is a nuisance. (Ord. 1546, 1985; Ord. 1865, 1998)

11.08.320 Unlawful to Remove or Attempt to Remove an Immobilization Device. It is unlawful for any person to remove, attempt to remove or to tamper with an immobilization device without arranging with the City for said release. Any tampering, removal or attempted removal of an immobilization device shall be a misdemeanor. Any person convicted thereof shall be subject to a fine of up to five hundred dollars and/or six months in jail. (Ord. 1546, 1985; Ord. 1865, 1998)

11.08.330 Towing of Immobilized Vehicle. If no one shall respond to the immobilization of a vehicle within twenty-four hours of the affixing of the immobilization device, said vehicle shall be towed at the expense of the registered owner. Said vehicle shall not be released until full payment of all parking penalties, the immobilization fee, the towing fee, the storage fee and the reasonable attorney's fees incurred by the City in any hearing procedure utilized in obtaining the finding that the vehicle is a nuisance. (Ord. 1546, 1985; Ord. 1865, 1998)

11.08.340 Emergency Impounding Procedures. A vehicle may be impounded immediately without prior notice to the owner or operator thereof in the following cases which are found to constitute an emergency making prior notice to the owner or operator of the vehicle unreasonable and impracticable:

A. When any vehicle is left unattended upon any bridge, or upon any street or alley in such a way that it is obstructing traffic and the owner or person in charge of the vehicle is unable or refuses to remove it or provide for its removal.

B. Any vehicle that is left unattended upon any street or alley and is so parked illegally as to constitute a definite hazard or obstruction to the normal movement of traffic or emergency vehicles or which blocks or obstructs ingress or egress to a private driveway. (Ord. 1546, 1985; Ord. 1865, 1998)

11.08.350 Sale of Abandoned Vehicles. Any vehicle which is towed to a City or private storage yard after immobilization or after emergency impound and which is not recovered by its owner within forty-eight hours of being towed shall be considered abandoned as defined by State law and shall be disposed of by a person or entity authorized by State law to dispose of such vehicles. (Ord. 1546, 1985; Ord. 1865, 1998)

11.08.360 Parking Administrative Hearing Examiner.

A. Office--Created. There is created the Office of the Parking Administrative Hearing Examiner of the City.

B. Office--Part-time--Remuneration. The Office of the Hearing Examiner shall be part-time and remunerated by personal service contract.

C. Appointment. The Hearing Examiner shall be appointed by the City Manager.

D. Jurisdiction. The Hearing Examiner will be responsible for presiding over all hearings required by this chapter as well as other additional administrative matters over which he may be requested to preside.

E. Powers. The Hearing Examiner shall have the power to:

1. Administer oaths and affirmations, examine witnesses and receive evidence;

2. Issue subpoenas upon the request of any party. The City Treasurer, his designated agent, the City Attorney and the attorney of record are also authorized to issue subpoenas. When so required, the applicant for the subpoena shall show to the satisfaction of said individual the general relevance and reasonable scope of the evidence sought;

3. Rule on offers of proof and receive relevant evidence;

4. Regulate the course of the hearing, including imposition of penalties for disruption of the orderly process or refusal to comply with lawful orders of the Hearing Examiner;

5. Hold conferences for the settlement or simplification of the issues by consent of the parties;

6. Make decisions which can be incorporated into findings of fact, conclusions of law and order of the Hearing Examiner and enter orders of default and consent orders;

7. Appoint a pro-tem to act in the Hearing Examiner's absence; and

8. Establish rules and procedures to conduct hearings consistent herewith.

F. Contested Cases. In contested cases:

1. The Hearing Examiner may admit and give probative effect to evidence which possesses probative value commonly accepted by reasonably prudent men in the conduct of their affairs. The Hearing Examiner shall give effect to the rules of privilege recognized by law. The Hearing Examiner may exclude incompetent, irrelevant, immaterial and unduly repetitious evidence.

2. All evidence including, but not limited to, records and documents in the possession of the Hearing Examiner of which he/she desires to avail himself/herself shall be offered and no other factual information or evidence shall be considered in the determination of the case. Documentary evidence may be received in the form of copies or excerpts or by incorporation by reference.

3. Every party shall have the right of cross examination of witnesses who testify and shall have the right to submit rebuttal evidence.

4. The Hearing Examiner may take notice of judicially cognizable facts.

G. Notice to be Given. The Hearing Examiner shall see that interested parties are given proper notice of hearings.

H. Judicial Review.

1. Any person, including the City, aggrieved by a final decision in a contested case, whether such decision is affirmative or negative in form, is entitled to review thereof in the Snohomish County superior court.

2. Proceedings for review under this chapter shall be instituted by filing a petition in superior court. All petitions shall be filed within thirty days after the final decision of the Hearing Examiner. Copies of the petition shall be served on the Mayor as in civil actions.

3. The filing of the petition shall not stay enforcement of the Hearing Examiner's decision except by order of the court and on posting of a bond to be determined by the court naming the City as beneficiary.

4. The review shall be conducted by the court without a jury. The review shall be de novo unless provided otherwise by ordinance.

5. The court may affirm the decision of the Hearing Examiner or remand the case for further proceedings; or it may reverse the decision if the substantial rights of the petitioners may have been prejudiced because the administrative findings, interferences, conclusions or decisions are:

   a. In violation of constitutional provisions, or

   b. In excess of the statutory authority or jurisdiction of the Hearing Examiner. (Ord. 1546, 1985; Ord. 1865, 1998)

11.08.370 Parking Regulations. The City Council shall, from time to time, adopt, by resolution, specific regulations regarding "no parking," "parking for limited times," and similar provisions relating to parking at particular locations upon particular streets. The City Engineer shall determine engineering standards for parking methods and signage. (Ord. 1546, 1985; Ord. 1865, 1998)

11.08.380 Rules and Regulations. The City Treasurer's office and the City's Police Department are authorized to jointly promulgate rules and regulations necessary to administer this chapter and to receive and account for all sums paid under this chapter. (Ord. 1546, 1985; Ord. 1865, 1998)

Chapter 15.05

BILLING AND COLLECTION OF UTILITY CHARGES

Sections:

15.05.010 Utilities billings-Definitions
15.05.020 Delinquent bills-Liens
15.05.030 Utility billings-Allocation of payments
15.05.040 Voluntary termination of utility services
15.05.050 Involuntary discontinuance of utility services
15.05.060 Notice of late fee and termination-Service
15.05.070 Late fee and termination form
15.05.080 Hearing-Procedure
15.05.090 Termination and reconnection charges
15.05.100 Meter removal-Charges
15.05.110 Landlord-Tenant-Utility services
15.05.115 New Construction Utility Billing
15.05.120 Miscellaneous provisions

15.05.010 Utilities billings-Definitions.

A. "Combined utility billing" means as follows: If the City operates the solid waste collection and disposal utility, the City will render a "combined utility billing" consisting of a bill for water, sewer, solid waste and/or other utility services provided by the City. Capital improvement charges, meter charges, connection charges or other similar charges may be included in the combined utility billing.

B. "Contractor utility billing" means a bill to a City consumer of solid waste or other contractor-provided City utility services.

C. "Customer" means a regularly billed consumer of City utility services at the billing address as shown in the files of the City Finance Department.

D. "Utility hearing examiner" means a person who may be, but need not be, a City employee, designated by the City Manager to hear and decide billing disputes between customers and the City. (Ord. 1500, 1982; Ord. 1543, 1985; Ord. 1602, 1987; Ord. 2001, 2002)

15.05.020 Delinquent bills--Liens. All combined utility charges shall be charged against the property for which the service was installed. Combined utility billings and/or contractor utility billings shall be mailed to all customers using the addresses contained in the records of the City Finance Department. In the event that any combined utility billing or contractor utility billing, or a portion thereof, is not paid by the due date indicated upon the billing, they shall be considered delinquent and shall automatically constitute a lien against the property to which the services were rendered. Such lien for accounts provided with water service, for up to four months of service, shall be enforced by termination of service and shall include the delinquent charges and such customer shall be responsible for all costs incurred by the City, including reasonable attorney's fees; and shall encumber the property and shall be the obligation of the owner of the property, his heirs, successors and assigns until same is paid in full. Such lien for combined utility charges for accounts without water service shall include, but are not limited to, the right to stop service, deny service thereafter to any and all owners and/or occupants, and/or recording a lien at the office of the County Auditor against the property for which the service was installed; provided, that the City shall follow the procedures set forth in this chapter with respect to termination of

service. (Ord. 1500, 1982; Ord. 1543. 1985; Ord. 1602, 1987; Ord. 2001, 2002)

15.05.030 Utility billings--Allocation of payments. All payments on combined utility billings shall be applied first to capital improvement-type charges, second to solid waste, third to sewer, and fourth to water. (Ord. 1500, 1982; Ord. 1602, 1987; Ord. 2001, 2002)

15.05.040 Voluntary termination of utility services. A customer may request voluntary disconnection of utility services during periods where the premises are vacant. Three days advance written notice of such discontinuance shall be given to the City and the customer shall pay the City all charges to the date of the turnoff, and a minimum monthly maintenance charge as set forth by resolution of City Council for turned-off services. Any customer who elects not to disconnect utility services shall also be charged a minimum monthly maintenance fee for billing periods where no water is used. (Ord. 1500, 1982; Ord. 1602, 1987; Ord. 2001, 2002)

15.05.050 Involuntary discontinuance of utility services.

Utility service may be discontinued by the City for any of the following reasons:

1. For delinquent, unpaid charges;

2. For use of water, sewer or solid waste utilities for properties other than the property to which the service is provided or for purposes not allowed by City ordinance;

3. For willful waste of water through improper or imperfect piping, equipment or otherwise;

4. When a customer's piping or equipment does not meet City standards or fails to comply with applicable codes and regulations;

5. For tampering with property of the City utility system;

6. In the event of the abandonment of the premises by the customer;

7. For use of the utility lines in a manner which adversely affects the City service to its other customers;

8. For fraudulent obtaining or use of utility service;

9. In the event the customer turns utility services on or off except in the case of an emergency.

(Ord. 1500, 1982; Ord. 1602, 1987; Ord. 2001, 2002)

15.05.060 Notice of Late Fee and Termination-Service. A notice shall be sent to each utility customer whose utility bill is unpaid prior to the fourth week of each month. The notice will state that a late charge of five dollars ($5) will be added at each billing cycle to each account over thirty-five dollars ($35) that is unpaid within five working days of the date of the mailing of the notice. The notice will further state the date of termination of water service for unpaid accounts, which shall be fifteen days to thirty days from the date of the mailing of the notice. The notice shall be delivered personally, mailed by "First Class" mail, or posted at the service address as shown in the City's records. Whenever it appears that the termination of utility service to a given service address will affect more than one dwelling unit, the City shall cause reasonable effort to be made to give notice to all affected dwelling units. On approval

by the City, a utility customer may enter into written payment arrangements. Such payment arrangements shall be on a form and procedure provided by the City and shall not exceed fifteen days past the service disconnection date. A customer shall be limited to two payment arrangements per twelve-month period. It shall be the sole discretion of the City as to the approval or denial of a request for payment arrangements. The City, in its sole discretion, may waive the late charge or shut-off penalty. (Ord. 1500, 1982; Ord. 1602, 1987; Ord. 1677, 1989; Ord. 2001, 2002)

15.05.070 Late Fee and Termination Form. The notice of late charges and termination of water service will contain the following information: The address of City Hall, where payments may be sent, the information necessary to request a hearing for amounts in dispute, late fees and shut off charges and the dates these fees will be charged to that particular account, the service address, the amount owing and the account number. (Ord. 1500, 1982; Ord. 1602, 1987; Ord. 1677, 1989; Ord. 2001, 2002)

15.05.080 Hearing - Procedure. The utility hearing examiner will notify the party requesting the hearing in writing, at least five calendar days before the date of the hearing, of the time and place of the hearing. Hearings shall be conducted informally with the customer offered the opportunity to be heard, submit exhibits, be represented, and hear and question persons who might present testimony on behalf of the City. The utility hearing examiner shall make a decision, in writing, within three calendar days of the termination of the hearing. The customer shall thereafter have five calendar days to pay the amount, if any, determined to be delinquent by the utility hearing examiner. In the event of the failure of the customer to pay within said period of time, the utility services may be terminated without further notice. (Ord. 1500, 1982; Ord. 1602, 1987; Ord. 2001, 2002)

15.05.090 Termination and reconnection charges. A property owner may have water service turned on or off by written request to the City. A water utility turn-off or turn-on, whether voluntary or involuntary, will be charged at a rate as set forth by resolution of City Council for each water turn-on and each water turn-off. (Ord. 1500, 1982; Ord. 1602, 1987; Ord. 2001, 2002)

15.05.100 Meter removal-Charges. In the event a service which has been voluntarily or involuntarily terminated is reconnected or turned on by someone other than the City, except in the case of emergency, the City shall have the right to remove the water meter and so much of the service installation as the City deems appropriate under the circumstances. Resumption of service upon removal of the meter and/or other service apparatus shall require advance payment of the City's actual cost of meter and equipment removal and reinstallation. Any damage resulting from an unauthorized reconnection, destruction or removal of City locking mechanism caused to a meter, meter fitting, lock, or other utility apparatus by someone other than the City shall be billed to the property where the service was being provided and shall be paid in full prior to the reestablishment of utility service. Should the City be required to modify the water delivery system to enforce service disconnection due to the unauthorized reconnection by a customer, all costs associated with the modification shall be billed to the property owner via first class mail and post the notice at the effected property. The notice shall provide the property owner with three working days to

pay all outstanding charges prior to the modification work being performed. (Ord. 1500, 1982; Ord. 1602, 1987; Ord. 2001, 2002)

15.05.110 Landlord – Tenant - Utility services.

A. All accounts for utilities shall be kept in the name of the fee owner or purchaser of the property and not in the name of the tenant. The property fee owner or purchaser shall be held responsible for utility charges. Nothing in this section shall prevent a tenant from paying a utility bill which has been billed to an owner.

B. Should the identity of the property owner not be known or should the property owner so direct, in writing, the utility bill may be kept in the designation "occupant" and mailed to the subject property, but such accounts shall be the liability of the property owner. (Ord. 1500, 1982; Ord. 1550, 1985; Ord. 1602, 1987; Ord. 2001, 2002)

15.05.115 New Construction Utility Billing. Upon installation of the water meter service to the applicant's property, the City shall commence billing water and storm water service according to the rates established by ordinance or resolution. Charges for sanitary sewer service shall commence upon issuance of a final or conditional certificate of occupancy. (Ord. 2138, 2007)

15.05.120 Miscellaneous provisions.

A. The City reserves the right to require payment by cash or certified funds from any customer who has previously tendered a dishonored check.

B. When utility service has been involuntarily terminated, it will not be resumed until all charges due the City, including charges for resuming service, have been paid.

C. Utility turn-ons, except in case of emergency, will be made during regular business hours as soon as practicable after resumption of service is requested and authorized. (Ord. 1500, 1982; Ord. 1602, 1987; Ord. 2001, 2002)

Severability clause: If any section, subsection, sentence, clause, phrase, or word of this ordinance should be held to be invalid or unconstitutional by a court of competent jurisdiction, such invalidity or unconstitutionality thereof shall not affect the validity or constitutionality of any other section, subsection, sentence, clause, phrase, or word of this ordinance. (Ord. 2138, 2007)

ATTACHMENT B

CITY OF SNOHOMISH

Founded 1859, Incorporated 1890

116 UNION AVENUE □ SNOHOMISH, WASHINGTON 98290 □ TEL (360) 568-3115 FAX (360) 568-1375

PROFESSIONAL SERVICES AGREEMENT
BETWEEN THE

CITY OF SNOHOMISH
AND
MARY SWENSON

FOR
PARKING, DANGEROUS DOG AND UTILITY HEARING EXAMINER SERVICES

THIS AGREEMENT, made and entered into in Snohomish County, Washington, by and between the CITY OF SNOHOMISH, hereinafter called the "City," and Mary Swenson hereinafter called the "PARKING, DANGEROUS DOG AND UTILITY HEARING EXAMINER."

WHEREAS, the PARKING, DANGEROUS DOG AND UTILITY HEARING EXAMINER provides hearing services for parking ticket disputes, dangerous dog hearings as required by law; and utility billing disputes and;

WHEREAS, the PARKING, DANGEROUS DOG AND UTILITY HEARING EXAMINER is appointed by the City Manager, as an independent person whose responsibility is to provide a fair and unbiased hearing for citizens pursuant to SMC 7.08.070, SMC 11.08.230 and SMC 15.05.080;

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

ARTICLE I. PURPOSE

The purpose of this agreement is to provide the City with independent Parking, Dangerous Dog and Utility Hearing Examiner services in an independent role external to City.

ARTICLE II. SCOPE OF WORK

The PARKING, DANGEROUS DOG AND UTILITY HEARING EXAMINER shall:

Task 1. Provide the City with dates to schedule Parking, Dangerous Dog and Utility Hearings;

Task 2. Provide fair and unbiased informal hearings for citizens and customers who dispute City staff decisions for the issuance of parking tickets, declarations of potentially dangerous/ dangerous dogs and utility billing decisions;

Task 3. Base decisions on the Revised Code of Washington and the Snohomish Municipal Code;

Task 4. Prepare written decisions for all hearings on a form provided by the City;

Task 5. Work with City staff to make the hearing process efficient, communicate directly with City Department Heads concerning procedures that appear to provide increased opportunities for resolution of disputes and communicate provisions within the City Code that may be ambiguous that City staff may report to the City Council for policy clarification.

ARTICLE III. OBLIGATIONS OF THE PARKING, DANGEROUS DOG AND UTILITY HEARING EXAMINER

3.1 **CONDUCT PARKING, DANGEROUS DOG AND UTILITY HEARING SERVICES**. Schedule and conduct hearings, at times determined by the Parking, Dangerous Dog and Utility Hearing Examiner, but with respect to citizen and City staff schedules;

3.2 **WORK PRODUCT AND DOCUMENTS**. The work product and all documents listed in the scope of services upon completion of the work shall become the property of the City, except that the PARKING, DANGEROUS DOG AND UTILITY HEARING EXAMINER may retain one copy of the work product and documents for its records.

3.3 **SCHEDULING HEARINGS**. The Parking, Dangerous Dog and Utility Hearing Examiner shall be responsible to communicate available times and dates to the City for Parking, Dangerous Dog and Utility Hearings. The City shall then schedule hearings during these times and dates. The City shall provide notice to all parties including the PARKING, DANGEROUS DOG AND UTILITY HEARING EXAMINER.

3.4 **NONASSIGNABLE**. The services to be provided by the PARKING, DANGEROUS DOG AND UTILITY HEARING EXAMINER shall not be assigned or subcontracted without the express written consent of the City.

3.5 **CONFLICT OF INTEREST**. The PARKING, DANGEROUS DOG AND UTILITY HEARING EXAMINER may remove himself from any hearing in which he determines a conflict of interest may or may not be perceived to exist. The PARKING, DANGEROUS DOG AND UTILITY HEARING EXAMINER shall attempt to provide sufficient notice to the City so that it can procure the services of A Pro Tem PARKING, DANGEROUS DOG AND UTILITY HEARING EXAMINER.

3.6 **INDEMNITY**.

a. The City shall at all times indemnify and hold harmless and defend the PARKING, DANGEROUS DOG AND UTILITY HEARING EXAMINER from and against any and

all lawsuits, damages, costs, charges, expenses, judgments and liabilities, including attorney's fees (including attorney's fees in establishing indemnification), collectively referred to herein as "losses" resulting from, arising out of, or related to, one or more claims arising out of negligent acts, errors or omissions of the PARKING, DANGEROUS DOG AND UTILITY HEARING EXAMINER in performance of the professional services under this agreement. The term "claims" as used herein, shall mean all claims, lawsuits, causes of action, and other legal actions and proceedings of whatsoever nature, involving bodily or personal injury or death of any person or damage to any property including, but not limited to, persons employed by the City, the PARKING, DANGEROUS DOG AND UTILITY HEARING EXAMINER or other persons and all property owned or claimed by the City, the PARKING, DANGEROUS DOG AND UTILITY HEARING EXAMINER, or affiliate of the PARKING, DANGEROUS DOG AND UTILITY HEARING EXAMINER, or any other person.

3.7 **CONSULTATION WITH THE CITY ATTORNEY**.

a. **Basic Consultation**. THE PARKING, DANGEROUS DOG AND UTILITY HEARING EXAMINER shall be able to directly consult with the Office of the City Attorney for assistance with any procedural aspect of a hearing estimated not to exceed one hour per month.

b. **Dangerous Dog Hearings**. THE PARKING, DANGEROUS DOG AND UTILITY HEARING EXAMINER shall be able to directly consult with the City Attorney Office for up to one hour of assistance per month for any procedural aspect of a hearing relating to potentially dangerous or dangerous dogs.

c. **Advanced Consultation**. In the event of complex hearings, the PARKING, DANGEROUS DOG AND UTILITY HEARING EXAMINER shall receive permission from the City for City Attorney consultations that exceed one hour per month.

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

The City that discriminatory practices have been terminated and that recurrence of such action is unlikely.

3.9 **LEGAL RELATIONS**. The PARKING, DANGEROUS DOG AND UTILITY HEARING EXAMINER shall comply with all federal, state and local laws and ordinances applicable to work to be done under this agreement. This contract shall be interpreted and construed in accordance with the laws of Washington. Venue for any action commenced relating to the

interpretation, breach or enforcement of this agreement shall be in Snohomish County Superior Court.

3.10 **INDEPENDENT CONTRACTOR**. The PARKING, DANGEROUS DOG AND UTILITY HEARING EXAMINER's relation to the City shall at all time be as an independent contractor.

ARTICLE IV. OBLIGATIONS OF THE CITY

4.1 **PAYMENTS**. The PARKING, DANGEROUS DOG AND UTILITY HEARING EXAMINER shall be paid by the City for completed work for services rendered under this agreement and as detailed in the scope of services as provided hereinafter. Such payment shall be full compensation for work performed or services rendered and for all labor, materials, supplies, equipment and incidentals necessary to complete the work. Payment shall be on a time basis at $50.00 an hour for parking ticket hearings and $80.00 per hour for Utility and Potentially Dangerous/Dangerous Dogs. Time spent shall include preparation, the conduct of hearings, research, and the writing of decisions.

a. Invoices shall be submitted by the PARKING, DANGEROUS DOG AND UTILITY HEARING EXAMINER to the City for payment pursuant to the terms of the scope of services. The invoice will state the time expended the hourly rate, and the name of the appellant for each hearing. Invoices must be submitted by the 30th day of the month to be paid by the 15th day of the next calendar month.
b. The City will pay timely submitted and approved invoices received before the 20th of each month within thirty (30) days of receipt.

ARTICLE V. GENERAL

5.1 **NOTICES.**

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

CITY OF SNOHOMISH
C/o Jennifer Anderson, Finance Director
116 Union Avenue
Snohomish, WA 98290

Notices to the Hearing Examiner shall be sent to the following address:

MARY SWENSON
430 81st Avenue SE
Lake Stevens, WA 98258

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

5.2 **TERMINATION.** This agreement shall terminate on December 31, 2017. The right is reserved by either party to terminate this agreement in whole or in part at any time upon thirty (30) days' written notice to the other party.

a. If this agreement is terminated by the City for its convenience, a final payment shall be made to the PARKING, DANGEROUS DOG AND UTILITY HEARING EXAMINER which, when added to any payments previously made, shall total the actual time expended times the applicable hourly rate.

5.3 **CITY MANAGER AUTHORTY TO APPOINT.** The PARKING, DANGEROUS DOG AND UTILITY HEARING EXAMINER serves at the pleasure of the City Manager. The PARKING, DANGEROUS DOG AND UTILITY HEARING EXAMINER may bring to the attention of the City Manager any dispute that arises from a hearing decision and City staff for resolution.

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

DATED this _____ day of _____, 2014.

PARKING, DANGEROUS DOG
AND UTILITY HEARING EXAMINER

By: _____
Mary Swenson

CITY OF SNOHOMISH

By: _____
Larry Bauman, City Manager

Approved as to form:

By: _____
Grant K. Weed, City Attorney

ACTION ITEM 6f

Date: December 16, 2014

To: City Council

From: Larry Bauman, City Manager

Subject: **Approval of Professional Services Agreement with Strategies 360 to Support Lobbying for State Route 9 and Eastside Rail Corridor**

The purpose of this item is for the City Council to consider approval of a proposed professional services agreement with Strategies 360 to support City objectives for state funding for the State Route 9 transportation improvements and the Eastside Rail Corridor.

BACKGROUND: As the City Council is aware, Strategies 360 has served as the lobbyist to advocate for funding for improvements to State Route 9 as part of the SR9 Coalition. The Coalition's primary entities are the City of Snohomish and the City of Lake Stevens. Lake Stevens has determined that it will support the SR9 Coalition through a separate lobbying agreement with Doug Levy. As the City of Snohomish intends to continue actively supporting the efforts of the Coalition, a new agreement has been developed with Strategies 360. In addition to supporting the State Route 9 objectives, it is desired to also provide lobbying services to advocate for state funding to improve the Eastside Rail Corridor.

ANALYSIS: The City Council has established annual goals for 2015 in support of both State Route 9 and the Eastside Rail Corridor:

- Seek funding and support to complete proposed State Route 9 improvements. *(Related to Initiative 4)*
- Collaborate with agencies in the region for development of rails and trails that serve Snohomish. *(Related to Initiatives 1 & 4)*

Strategies 360 has proved to be an able and effective consultant in advocating for State Route 9 on behalf of the SR 9 Coalition. The principal lobbyist assigned to this task, Al Aldrich, has worked to educate key lawmakers, to develop strong support among House and Senate Transportation Committee members and to advise City officials about their roles in pursuing needed outcomes. It is anticipated that Mr. Aldrich and his group will continue and extend such work on behalf of both State Route 9 and the Eastside Rail Corridor if this agreement is approved. Mr. Aldrich would be expected to work in partnership with Lake Stevens' lobbyist Doug Levy in advocating for State Route 9 improvements.

STRATEGIC PLAN REFERENCE: Initiative 1," Establish a sustainable model for strengthening and expanding our parks, trails, and public spaces" and Initiative 4, "Increase multi-modal mobility within and connections to the community."

RECOMMENDATION: That the City Council AUTHORIZE the City Manager to execute the proposed agreement with Strategies 360

ATTACHMENT: Professional Services Agreement with Strategies 360

PROFESSIONAL SERVICES AGREEMENT BETWEEN CITY OF SNOHOMISH AND STRATEGIES 360 INC. FOR CONSULTANT SERVICES

THIS AGREEMENT ("Agreement') is made and entered into by and between the City of Snohomish, a Washington State municipal corporation ("City"), and Strategies 360 Inc., a Washington Corporation ("Consultant").

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

ARTICLE I. PURPOSE

The purpose of this Agreement is to provide the City with consultant services regarding lobbying services for support of the state funding objectives of State Route 9 transportation funding and the Eastside Rail Corridor as described in Article II. The general terms and conditions of the relationship between the City and the Consultant are specified in this Agreement.

ARTICLE II. SCOPE OF SERVICES

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

ARTICLE III. OBLIGATIONS OF THE CONSULTANT

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

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

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

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

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

III.3 **TERM.** The term of this Agreement shall commence on January 1, 2015 and shall terminate at midnight, April 31, 2015. The parties may extend the term of this Agreement by written mutual agreement.

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

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

III.6 **INDEMNITY**. Indemnification/Hold Harmless Consultant shall defend, indemnify and hold the City, its officers, officials, employees and volunteers harmless from any and all claims, injuries, damages, losses or suits including attorney fees, arising out of or resulting from the acts, errors or omissions of the Consultant in performance of this Agreement, except for injuries and damages caused by the sole negligence of the City. Should a court of competent jurisdiction determine that this Agreement is subject to RCW 4.24.115, then, in the event of liability for damages arising out of bodily injury to persons or damages to property caused by or resulting from the concurrent negligence of the Consultant and the City, its officers, officials, employees, and volunteers, the Consultant's liability, including the duty and cost to defend, hereunder shall be only to the extent of the Consultant's negligence. It is further specifically and expressly understood that the indemnification provided herein constitutes the Consultant's waiver of immunity under Industrial Insurance, Title 51 RCW, solely for the purposes of this indemnification. This waiver has been mutually negotiated by the parties. The provisions of this section shall survive the expiration or termination of this Agreement.

III.7 **INSURANCE**.

a. **Minimum Limits of Insurance**. The Consultant shall procure, and maintain for the duration of the Agreement, insurance against claims for injuries to persons or damage to property which may arise from or in connection with the performance of the work and services hereunder by the Consultant, its agents, representatives, employees or subcontractors. The Consultant shall, before commencing work under this agreement, file with the City certificates of insurance coverage and the policy endorsement to be kept in force continuously during this Agreement, in a form acceptable to the City. Said certificates and policy endorsement shall name the City, its officers, elected officials, agents and/or employees as an additional named insured with respect to all coverages except professional liability insurance and workers' compensation. The minimum insurance requirements shall be as follows:

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

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

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

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

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

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

d. **Verification of Coverage**. In signing this agreement, the Consultant is acknowledging and representing that required insurance is active and current. Further, throughout the term of this Agreement, the Consultant shall provide the City with proof of insurance upon request by the City.

e. **Insurance shall be Primary**. The Consultant's insurance coverage shall be primary insurance as respect the City. Any insurance, self-insurance, or insurance pool coverage maintained by the City shall be excess of the Consultant's insurance and shall not contribute with it.

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

g. **Claims-made Basis**. Unless approved by the City all insurance policies shall be written on an "Occurrence" policy as opposed to a "Claims-made" policy. The City may require an extended reporting endorsement on any approved "Claims-made" policy.

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

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

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

III.11 **INDEPENDENT CONTRACTOR**.

a. The Consultant and the City understand and expressly agree that the Consultant is an independent contractor in the performance of each and every part of this Agreement. The Consultant expressly represents, warrants and agrees that his status as an independent contractor in the performance of the work and services required under this Agreement is consistent with and meets the six-part independent contractor test set forth in RCW 51.08.195 or as hereafter amended. The Consultant, as an independent contractor, assumes the entire responsibility for carrying out and accomplishing the services required

under this Agreement. The Consultant shall make no claim of City employment nor shall claim any related employment benefits, social security, and/or retirement benefits.

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

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

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

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

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

ARTICLE IV. OBLIGATIONS OF THE CITY

IV.1 **PAYMENTS**.

a. The Consultant shall be paid by the City for services rendered under this Agreement as described in the Scope of Services and as provided in this section. In no event shall the compensation paid to Consultant under this Agreement exceed $12,000.00 or $3,000 per month without the written agreement of the Consultant and the City. Such payment shall be full compensation for work performed and services rendered and for all labor, materials, supplies, equipment and incidentals necessary to complete the work. In the event the City elects to expand the scope of services from that set forth in Exhibit A, the City shall pay Consultant a mutually agreed amount**.**

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

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

d. Payments will be $3,000.00 for each month.

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

IV.3 **MAINTENANCE/INSPECTION OF RECORDS**. The Consultant shall maintain all books, records, documents and other evidence pertaining to the costs and expenses allowable under this Agreement in accordance with generally accepted accounting practices. All such books and records required to be maintained by this Agreement shall be subject to inspection and audit by representatives of the City and/or the Washington State Auditor at all reasonable times, and the Consultant shall afford the proper facilities for such inspection and audit. Representatives of the City and/or the Washington State Auditor may copy such books, accounts and records where necessary to conduct or document an audit. The Consultant shall preserve and make available all such books of account and records for a period of three (3) years after final payment under this Agreement. In the event that any audit or inspection identifies any discrepancy in such financial records, the Consultant shall provide the City with appropriate clarification and/or financial adjustments within thirty (30) calendar days of notification of the discrepancy.

ARTICLE V. GENERAL

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

City of Snohomish
Attn: City Manager Larry Bauman
116 Union Ave.
Snohomish, WA 98290

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

Strategies 360 Inc.
Attn: Al Aldrich
1505 Westlake Ave N. Suite 1000
Seattle, WA 98109

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

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

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

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

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

V.5 **SEVERABILITY**

a. If a court of competent jurisdiction holds any part, term or provision of this Agreement to be illegal or invalid, in whole or in part, the validity of the remaining provisions shall not be affected, and the parties' rights and obligations shall be construed and enforced as if the Agreement did not contain the particular provision held to be invalid.

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

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

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

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

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

V.10 **COUNTERPARTS**. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same Agreement.

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

DATED this _____ day of _____, 20___.

CITY OF SNOHOMISH

By_____
Larry Bauman, City Manager

Approved as to form:

_____
Grant K. Weed, City Attorney

STRATEGIES 360 INC., CONSULTANT

By _____

EXHIBIT A—Scope of Work

January thru April 2015

1. Schedule meetings with Senate and House Transportation Committee leadership to understand their approach to the session and building a transportation budget for special projects, and to maintain SR 9's high-priority position, particularly in light of the need for a new package to be passed because the previous package expired.
2. Schedule meetings with Senate and House Transportation Committee leadership to ensure they are familiar with the $10 million request to upgrade the rail lines in the Eastside Rail Corridor and that they understand the benefits of improving the Eastside Rail Corridor.
3. Schedule meetings with other members of the Transportation Committees and key committee staff to maintain SR 9's high-priority position and to understand any changes in dynamics, and to promote the Eastide Rail Corridor and the proposed track upgrades..
4. Work with SR 9 Coalition leadership and the Eastside Rail Corridor leadership to ensure written materials and visual materials are current.
5. Plan and schedule a visit by SR 9 Coalition officials to Olympia, probably on a day during the first few weeks of February 2015. Schedule individual meetings with legislators from the Transportation Committees, focusing on legislators from the surrounding areas. Choreograph the entire day, including preparation of materials for the meetings with legislators. Provide important background information to the SR 9 Coalition participants.
6. Schedule visits to Olympia by City of Snohomish officials to educate appropriate legislators on the Eastside Rail Corridor, the proposed track upgrades and the benefits of these actions.
7. Continue to attend regular meetings of SCCIT, WHUF and other transportation groups to monitor events and to continue to ensure SR 9's position as a preferred project and to promote the Eastside Rail Corridor.
8. Continue to stay in touch with key WSDOT staff as the budget is developed.
9. Participate, to the extent possible, in meetings of the Eastside Rail Corridor and of regional and statewide transportation meetings and activities.
10. Meet with all legislators from legislative districts surrounding the SR 9 corridor and the Eastside Rail Corridor to ensure they are familiar with the projects for the new bridge over the Snohomish River, the SR 204/SR 9 intersection, and the proposed work on in upgrading the Eastside Rail Corridor.
11. Provide updates at least weekly and a monthly written summary of activities and important events.
12. Monitor federal activities for important news and grant opportunities.
13. Provide periodic updates to Snohomish officials on other important issues affecting cities in general.

ACTION ITEM 6g

Date: December 16, 2014

To: City Council

From: Larry Bauman, City Manager

Subject: **Approval of Interlocal Agreement with the City of Lake Stevens for State Route 9 Lobbying Activities**

The purpose of this item is for the City Council to consider approval of a proposed interlocal agreement with the City of Lake Stevens for the mutual support of lobbying activities for the improvements of State Route 9.

BACKGROUND: As the City Council is aware, the SR9 Coalition has evolved in recent years, with the City of Snohomish and the City of Lake Stevens becoming the principal partners in support of lobbying efforts to secure state funds for State Route 9 improvements. This year, Lake Stevens approved a contract with lobbyist Doug Levy for lobbying work that includes that City's objectives for State Route 9 funding.

ANALYSIS: The City Council has established annual goal for 2015 in support of State Route 9:

- Seek funding and support to complete proposed State Route 9 improvements. *(Related to Initiative 4)*

In a separate item on the December 16, 2014, agenda, a professional services agreement has been proposed with Strategies 360 to represent our City in advocating for State Route 9. This proposed interlocal agreement with Lake Stevens would cement our City's partnership in lobbying for State Route 9. If the Strategies 360 agreement is approved, their lobbyist, Al Aldrich, would work in tandem with Lake Stevens lobbyist Doug Levy.

STRATEGIC PLAN REFERENCE: Initiative 4, "Increase multi-modal mobility within and connections to the community."

RECOMMENDATION: That the City Council AUTHORIZE the City Manager to execute the proposed agreement with Strategies 360.

ATTACHMENT: Interlocal Agreement with the City of Lake Stevens for State Route 9 Lobbying

MEMORANDUM OF UNDERSTANDING (MOU)

CITIES OF SNOHOMISH & LAKE STEVENS

ENSURING CONTINUED COORDINATED AND CONSISTENT EFFORTS OF THE "SR 9 COALITION"

WHEREAS:

1. The City of Snohomish is entering into a contract with Strategies 360, whereby it will direct Al Aldrich to advocate for significant investment along the SR 9 Corridor in any transportation investment package;

2. The City of Lake Stevens is continuing a contract with Outcomes By Levy, LLC, whereby it has directed Doug Levy and Jennifer Ziegler to advocate for significant investment along the SR 9 Corridor in any transportation investment package;

3. Both Lake Stevens and Snohomish have been longstanding members of the SR 9 Coalition, to raise the profile of SR 9 needs and to ensure that critical investments along this corridor are completed;

4. Both Snohomish and Lake Stevens want to ensure that the SR 9 Coalition continues in a coordinated and collaborative fashion.

NOW THEREFORE:

1. Snohomish agrees to direct Strategies 360 (Al Aldrich), as a part of its contractual scope of services with the City, to coordinate and collaborate with Outcomes By Levy, LLC (Doug Levy, subcontract with Jennifer Ziegler) to ensure continuous efforts of the SR 9 Coalition, both during Sessions of the Legislature and at regular milestones during the interim.

2. Lake Stevens agrees to direct Outcomes By Levy, LLC (Doug Levy, subcontract with Jennifer Ziegler), as a part of its contractual scope of services with the City, to coordinate and collaborate with Strategies 360 (Al Aldrich) to ensure continuous, coordinated and consistent efforts of the SR 9 Coalition, both during Sessions of the Legislature and at regular milestones during the interim.

Signed on this 1st day of December, 2015.

The Honorable Karen Guzak, Mayor	The Honorable Vern Little, Mayor
City of Snohomish	City of Lake Stevens

ACTION ITEM 6h

Date: December 16, 2014

To: City Council

From: Jennifer Anderson, Finance Director

Subject: 2014 Budget Amendment – Street Capital Project Fund #311

The purpose of this agenda item provides for the City Council's consideration of proposed Ordinance 2281, amending the 2014 Budget for the Streets Capital Project Fund.

Budget Background: The 2014 Budget was adopted on November 19, 2013 as Ordinance 2260 (Attachment A) and amended on September 16, 2014 as Ordinance 2277 (Attachment B). Since the adoption and amendment of the original 2014 budget, project revenue sources and capital expenditures have been better identified and necessitates final revisions to the overall 2014 revenue and expenditure budget for the Streets Capital Project Fund.

As of December 8, 2014, staff has modified revenues and expenditures for the various street capital projects currently under construction. Primarily, grant awards have been received that were not known at the time of the original budget adoption. Once a project, that is dependent on grant resources, is given an award of funds from federal or state agencies, the Council approves the project and an amended budget may be considered. Attachment C identifies the current Street Capital Project Fund and year-to-date actual amounts along with proposed budget amounts for sources and uses by project and type of expenditure.

STRATEGIC PLAN REFERENCE: None

RECOMMENDATION: That the City Council ADOPT Ordinance 2281 amending the 2014 Budget.

ATTACHMENTS:

A. Ordinance 2260
B. Ordinance 2277
C. Streets Capital Project Fund – 2014 Sources and Uses
D. Ordinance 2281

ATTACHMENT A

CITY OF SNOHOMISH
Snohomish, Washington

ORDINANCE 2260

AN ORDINANCE ADOPTING A BUDGET FOR THE CITY OF SNOHOMISH, WASHINGTON FOR THE YEAR 2014, AND SETTING FORTH IN SUMMARY FORM THE TOTALS OF ESTIMATED BEGINNING FUND BALANCES, REVENUES, AND APPROPRIATIONS FOR EACH SEPARATE FUND, AND ENDING FUND BALANCES FOR ALL SUCH FUNDS COMBINED

WHEREAS, State law requires that the City adopt an annual budget before the end of each calendar year; and

WHEREAS, the City Council has held public workshops on October 1, 2013 and October 15, 2013 in preparation of the City's 2014 Budget; and

WHEREAS, the City Manager has recommended a budget as provided by law; and

WHEREAS, on November 5, 2013 and November 19, 2013, the City Council held public hearings on the City Manager's 2014 Recommended Budget, also as required by law;

NOW THEREFORE, THE CITY COUNCIL OF THE CITY OF SNOHOMISH, WASHINGTON DO ORDAIN AS FOLLOWS:

Section 1. In accordance with the provisions of RCW 35A.33.075, the budget of the City of Snohomish for 2014, in aggregate amount of $35,879,438 is hereby adopted.

Section 2. The totals of budgeted revenues and appropriations for each separate fund are set forth in summary form as follows:

Fund Name	Estimated Beginning Fund Balance	Estimated Revenues	Expenditure Appropriations	Projected Ending Fund Balance
General Fund	1,204,677	7,593,263	8,070,306	727,634
Streets	106,486	786,800	852,045	41,241
Park Impact Fee	251	236,550	0	236,801
Employee Opt.	3,456	0	0	3,456
Visitor Promo	6,490	6,500	8,200	4,790
PBIA	17,957	23,000	23,000	17,957
Real Prop Reserve	30,762	0	0	30,762
Police Ops Reserve	55,639	0	10,000	45,639
REET	249,042	180,000	55,000	374,042
Mun Cap Proj Res	5,032	0	0	5,032
Traffic Impact	157,910	197,658	0	355,568

Harbor Improve	2,789	0	0	2,789
Debt Service	10,396	141,701	141,701	10,396
Rivertrail Construct	25,000	0	25,000	0
Mun Cap Projects	213,176	275,000	435,000	53,176
Street Cap Project	41,824	2,904,720	2,945,867	677
Water	659,548	2,216,958	2,350,470	526,036
Wastewater	695,836	3,907,000	3,859,702	743,134
Solid Waste	8,601	1,972,000	1,968,798	11,803
Stormwater	949,365	950,000	1,494,924	404,441
Utility Cap Projects	928,363	1,395,000	2,170,000	153,363
Cemetary Creek	1,785	531,520	518,249	15,056
Stormwater	4,307	0	0	4,307
Utility Bond Reserve	973,968	0	0	973,968
Utility Rate Reserve	236,015	0	0	236,015
Utility Connection Fee	1,563,942	386,050	0	1,949,992
Utility Equip Replace	360,706	106,390	15,000	452,096
Utility System Replace	1,558,764	298,800	350,000	1,507,564
Biosolids Reserve	82,388	0	0	82,388
City Shop	279,242	300,001	464,565	114,678
Info Tech	375,392	359,557	442,778	292,171
Self-Insure	6,416	50,000	50,000	6,416
Equip Replace	155,024	81,165	107,000	129,189
Miller Library	5,763	0	0	5,763
Senior Center Reserve	668	0	0	668
Carnegie Trust	124	0	0	124
Gateway Fund	876	0	0	876
UGA Expansion	1,826	0	0	1,826
	10,979,805	24,899,633	26,357,604	9,521,835

Section 3. The City Clerk is directed to transmit a certified copy of the budget, hereby adopted, to the Office of the Auditor of the State of Washington, Division of Municipal Corporation, and to the Association of Washington Cities.

Section 4. This ordinance shall take effect and be in force January 1, 2014.

ADOPTED by the City Council and **APPROVED** by the Mayor this 19th day of November, 2013.

CITY OF SNOHOMISH

By _____
Karen Guzak, Mayor

ATTEST:

By _____
Torchie Corey, City Clerk

APPROVED AS TO FORM:

By _____
Grant Weed, City Attorney

ACTION ITEM 6h

Date of Publication: _____

Effective Date: _____

ATTACHMENT B

CITY OF SNOHOMISH
Snohomish, Washington

ORDINANCE 2277

AN ORDINANCE OF THE CITY OF SNOHOMISH, WASHINGTON AMENDING THE 2014 BUDGET AS SET FORTH IN ORDINANCE 2260 CONCERNING REVENUES AND EXPENDITURES FOR VARIOUS DEPARTMENTS AND FUNDS FOR THE YEAR 2014

WHEREAS, the Snohomish City Council adopted the 2014 budget pursuant to Ordinance 2260; and

WHEREAS, the City has experienced changes in both revenues and expenditures during the budget year 2014 which necessitates revision to the 2014 budget; and

WHEREAS, the City has experienced changes in scope and scheduling of capital projects; and

WHEREAS, the economic conditions resulting from slowly recovering national and world economic crises require constant vigilance by City staff in managing City finances for the foreseeable future;

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF SNOHOMISH, WASHINGTON DO ORDAIN AS FOLLOWS:

Section 1. The 2014 budget, as adopted in Ordinance 2260 is hereby amended as follows:

Fund Name	Original Budget	Revenue Amount	Expenditure Amount	Amended Budget
General Fund	**7,593,263**	73,000		**7,666,263**
	8,070,306		297,500	**8,367,806**
Park Impact Fund	-		48,000	**48,000**
Municipal Capital Projects	**275,000**	276,932		**551,932**
	435,000		31,115	**466,115**
Streets Capital Projects	**2,904,720**	56,200		**2,960,920**
Water Fund	**2,350,470**		7,500	**2,357,970**
Sewer Fund	**3,859,702**		407,500	**4,267,202**
Stormwater	**950,000**	50,000		**1,000,000**
	1,494,924		57,500	**1,552,424**
Utility Capital Projects	**1,395,000**	120,000		**1,515,000**
Cemetary Creek Debt	**531,520**	400,000		**931,520**
Utility Connect Reserve	-		43,200	**43,200**
Utility System Reserve	**350,000**	-	100,800	**450,800**

Section 2. Except as set forth above, all other provisions of Ordinance 2260 shall remain in full force, unchanged.

Section 3. This Ordinance shall become effective five days following publication of a summary consisting of the title of this Ordinance.

ADOPTED by the City Council and **APPROVED** by the Mayor this 16th day of September, 2014.

CITY OF SNOHOMISH

By_____
KAREN GUZAK MAYOR

ATTEST:

By_____
TORCHIE COREY, CITY CLERK

APPROVED AS TO FORM:

By_____
GRANT K. WEED, CITY ATTORNEY

ATTACHMENT C

Streets Capital Budget - Fund 311 **2014** ***As of December 8, 2014***

Revenue Source	Project	Proposed Amended Budget	Current Budget	Budget Difference	YTD Actual
Grants-Federal	15th & D Roundabout	895,000.00	874,000.00	21,000.00	871,054.36
	2nd St Overlay-Ave D to Cedar Ave	296,000.00	-	296,000.00	292,540.00
	Ped Bike & Safety Program	342,000.00	342,000.00	-	197,066.56
	30th & SR 9	173,000.00	-	173,000.00	-
		1,706,000.00	1,216,000.00	490,000.00	1,360,660.92
Grants-State	15th & D Roundabout	630,000.00	411,000.00	219,000.00	630,290.01
	2nd & Lincoln Signal	475,000.00	52,720.00	422,280.00	467,211.58
	2nd St Overlay-Ave D to Ave H	244,000.00		244,000.00	
		1,349,000.00	463,720.00	885,280.00	1,097,501.59
TBD	15th & D Roundabout	375,000.00	351,000.00	24,000.00	300,000.00
	30th & SR 9	30,000.00	-	30,000.00	-
	2nd St Overlay-Ave D to Cedar Ave	135,000.00	250,000.00	(115,000.00)	250,000.00
	2nd St Overlay-Ave D to Ave H	45,000.00	250,000.00	(205,000.00)	250,000.00
		585,000.00	851,000.00	(266,000.00)	800,000.00
Other	Insurance Recovery	75,000.00	-	75,000.00	74,468.00
	Interest Income	50.00	-	50.00	25.79
		75,050.00	-	75,050.00	74,493.79
Transfer-In	Utility Funds	-	425,000.00	(425,000.00)	425,000.00
	2nd & Lincoln Signal - from 303	5,200.00	5,200.00	-	5,200.00
		5,200.00	430,200.00	(425,000.00)	430,200.00
	Total Revenues	**3,720,250.00**	**2,960,920.00**	**759,330.00**	**3,762,856.30**

Expenditure Use	Project	Proposed Amended Budget	Current Budget	Budget Difference	YTD Actual
Design	2nd & Lincoln Signal	15,000.00	-	15,000.00	12,146.05
	30th & SR 9 Widening	205,000.00	-	205,000.00	82,018.85
		220,000.00	-	220,000.00	94,164.90
Construction	15th & D Roundabout	1,700,000.00	1,580,000.00	120,000.00	1,596,677.71
	2nd St Overlay-Ave D to Cedar Ave	415,000.00	925,000.00	(510,000.00)	434,851.83
	2nd St Overlay-Ave D to Ave H	290,000.00	-	290,000.00	
	2nd & Lincoln Signal	465,594.71	407,451.00	58,143.71	448,003.47
		2,870,594.71	2,912,451.00	(41,856.29)	2,479,533.01
Engineering	15th & D Roundabout	1,000.00	-	-	1,000.45
	2nd St Overlay 2014	60,000.00	33,416.00	-	36,533.89
		61,000.00	33,416.00	27,584.00	37,534.34
Other		75,000.00	-	-	72,670.33
	Total Expenditures	**3,151,594.71**	**2,945,867.00**	**205,727.71**	**2,683,902.58**
	Beginning Fund Balance	(7,442.00)	(7,442.00)		(7,442.00)
	Change in Fund Balance	568,655.29	15,053.00		1,078,953.72
	2014 Ending Fund Balance	561,213.29	7,611.00		1,071,511.72

ATTACHMENT D

CITY OF SNOHOMISH
Snohomish, Washington

ORDINANCE 2281

AN ORDINANCE OF THE CITY OF SNOHOMISH, WASHINGTON AMENDING THE 2014 BUDGET AS SET FORTH IN ORDINANCE 2260 AND AMENDED IN ORDINANCE 2277 CONCERNING REVENUES AND EXPENDITURES FOR VARIOUS DEPARTMENTS AND FUNDS FOR THE YEAR 2014

WHEREAS, the Snohomish City Council adopted the 2014 budget pursuant to Ordinance 2260; and

WHEREAS, the Snohomish City Council amended the 2014 budget pursuant to Ordinance 2277; and

WHEREAS, the City has experienced changes in both revenues and expenditures during the budget year 2014 which necessitates revision to the 2014 budget; and

WHEREAS, the City has experienced changes in scope and scheduling of capital projects; and

WHEREAS, the economic conditions resulting from slowly recovering national and world economic crises require constant vigilance by City staff in managing City finances for the foreseeable future;

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF SNOHOMISH, WASHINGTON DO ORDAIN AS FOLLOWS:

Section 1. The 2014 budget, as adopted in Ordinance 2260 and amended in Ordinance 2277 is hereby amended as follows:

Fund Name	Fund No		Original Budget	*Increase or (Decrease)*	Amended Budget
Streets Capital Projects	311	Revenue	**2,960,920**	759,330	**3,720,250**
		Expenditure	**2,945,867**	205,728	**3,151,595**

Section 2. Except as set forth above, all other provisions of Ordinance 2260 and Ordinance 2277 shall remain in full force, unchanged.

Section 3. This Ordinance shall become effective 5 days following publication of a summary consisting of the title of this Ordinance.

ADOPTED by the City Council and **APPROVED** by the Mayor this 16th day of December, 2014.

CITY OF SNOHOMISH

By_____
KAREN GUZAK, MAYOR

ATTEST:

By_____
TORCHIE COREY, CITY CLERK

APPROVED AS TO FORM:

By_____
GRANT K. WEED, CITY ATTORNEY

DISCUSSION ITEM 7

Date: December 16, 2014

To: City Council

From: Owen Dennison, Planning Director

Subject: 2015 Comprehensive Plan Update – Community Facilities and Services Element

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The purpose of this item is for an initial briefing and City Council discussion of the Planning Commission's recommended amendments to the Comprehensive Plan Community Facilities Element goals and policies. The proposed amendments are part of the required 2015 Comprehensive Plan update. Draft recommended amendments to the Land Use Element and Housing Element goals and policies have been previously discussed by the City Council.

BACKGROUND: A comprehensive plan is a policy document that is intended to enunciate a future land use vision for the City and to serve as a guide for policy and budgetary decisions to achieve it. The vision is an expression of local community values together with countywide, regional, and statewide goals for accommodating growth, economic development, housing, environmental protection, provision of services, and other priorities. Policy strategies to achieve the various priorities and requirements must be based on an assessment and analysis of current circumstances and implementing actions and improvements.

The City's Comprehensive Plan has not been significantly updated since 2005, and many policies are substantially the same as adopted in 1998 or earlier. As the City Council has discussed, no changes to the Land Use Map and no significant changes to the current policy direction are proposed as part of this update. However, this state-mandated process presents an opportunity to amend the current policies for greater clarity and expressiveness, and to remove obsolete, redundant, or otherwise unnecessary policies. Among its other work program items, the Planning Commission has been reviewing and proposing revisions to the current goals and policies within each element since 2012.

COMMUNITY FACILITIES AND SERVICES ELEMENT: The Community Facilities and Services Element is not an element required by the Growth Management Act ("GMA" - RCW 36.70A). Therefore, unlike Housing, Land Use, and other required elements, there are no requirements or other guidance for what the element should address if it is included.

The Community Facilities and Services Element has been part of the City's Comprehensive Plan since 1995, with generally minor amendments. The most significant change to the 1995 version is the removal of parks to a new Parks Element in 2005. At that time, certain goals and policies that had applied only to parks were expanded to address all types of public facilities.

In the view of staff and the Planning Commission, the Community Facilities and Services Element is not necessary or productive to retain as a separate component of the Comprehensive Plan and should be eliminated. The element currently includes policy topics that overlap with the focus of other elements, primarily the Transportation, Parks, and Capital Facilities Elements;

policy issues that have been resolved since 1995, such as the establishment of a school impact fee; and other subjects that, while not necessarily without merit, are not typically found within a GMA Comprehensive Plan. The latter group includes policies addressing issues unrelated to land use, such as staffing levels, outsourcing of services, and crime prevention.

Existing goals and policies and the Planning Commission's recommendations for the disposition of each are provided as an attachment to this staff report.

STRATEGIC PLAN REFERENCE: The overall Comprehensive Plan update is specifically applicable to Initiative #2, *Strengthen our foundations for connecting neighbors and enhancing our neighborhoods*, and Initiative #4, *Increase multi-modal mobility within and connections to the community*, and more generally to all initiatives of the Strategic Plan.

RECOMMENDATION: That the City Council DISCUSS the Planning Commission's proposal for Community Facilities and Services Element goals and policies and DIRECT staff and the Planning Commission on areas for additional review.

ATTACHMENT: Existing Community Facilities and Services Element goals and policies annotated with Planning Commission recommendations.

REFERENCE DOCUMENT:

A. City of Snohomish Comprehensive Plan (City website, http://www.snohomishwa.gov/DocumentCenter/Home/View/90)

COMMUNITY FACILITIES AND SERVICES

Vision Statement

We visualize City government maintains and improves its delivery of municipal services providing for growth without reducing the level of service to existing residents.

Planning Commission recommends moving to the Capital Facilities Element.

We visualize the most important municipal services include water, wastewater treatment, streets and sidewalks, police and fire protection, parks, and garbage collection.

Planning Commission recommends moving to the Capital Facilities Element.

We visualize the delivery of services meets approved standards.

Planning Commission recommends deletion of the statement.

We visualize the City shall endeavor to make the meetings of the City Council and its boards and commissions more accessible to the general public through use of existing available technology. The City's web page and other means of public advertising should be used to the extent possible to make the conduct of City business more easily accessible to the public.

Planning Commission recommends deletion of the statement.

COMMUNITY FACILITIES AND SERVICES GOALS AND POLICIES

GOAL CO 1: Maintain the standard of incorporating greater accountability, responsiveness, and effectiveness into Snohomish's City Government in order to meet the needs of the community and promote the implementation of the Policy Plan.

Planning Commission recommends deletion: In spite of the final phrase, this goal is generally outside the realm of a land use plan.

CO 1.1: Maintain the practice of evaluating the cost of conducting or providing various City of Snohomish services and functions to determine if private consultants and/or contractors are more cost-effective.

Planning Commission recommends deletion: This appears to be a management function that is not typically addressed in a comprehensive plan.

CO 1.2: Maintain the practice of evaluating the resource needs of its various departments and should consolidate or eliminate positions, where possible, that will not significantly reduce or eliminate essential or needed services. Hiring of additional personnel should be done on a case-by-case basis in conjunction with the needs of the City and available funds.

Planning Commission recommends deletion: This appears to be a management function that is not typically addressed in a comprehensive plan.

CO 1.3 Maintain the practice of coordinating with the Snohomish School district and Snohomish County in order to develop a mitigation fee program in accordance with GMA that is modeled after Snohomish County's program for the growth, enrollment and capital facilities needs of the district.

Planning Commission recommends deletion: Direction to develop an impact fee program is no longer current.

GOAL CO 2: Maintain the standard of providing public safety facilities and services that will maintain and improve the quality of life within Snohomish as the City grows in population and area.

Planning Commission recommends deletion: The goal is so basic to the function of the City that it provides no direction. Maintaining levels of service as the City grows is an appropriate policy for the Capital Facilities Element.

CO 2.1 Maintain the practice of continuing a Neighborhood Community Policing program, which encourages Police Officers to become more familiar with the people, residences, and businesses in their patrol areas.

Planning Commission recommends deletion: This appears to be a management function that is not typically addressed in a comprehensive plan.

CO 2.2 Maintain the practice to build on the established ongoing public awareness, community policing, crime protection, and neighborhood watch and police relations program.

Planning Commission recommends deletion: The guidance in the policy is unclear and policy language to encourage neighborhood watch programs is currently recommended in the housing element.

CO 2.3 Maintain the practice of cooperation with the Snohomish Fire District No. 4 to ensure acceptable response times in case of a fire or medical emergency and disaster planning and response.

Planning Commission recommends deletion: The guidance in the policy is unclear. Fire District 4 is recognized as a public agency partner and important resource for disaster response.

CO 2.4 Maintain the practice of retaining the use of SNO-PAC as the City's dispatching and communications service, provided that its operations meet the needs of the City. If, at such a time it is determined that SNO-PAC does not serve the needs of the community, the City should consider re-establishing its own 911 dispatching service.

Planning Commission recommends deletion: This policy appears to be a hold-over from several decades ago.

CO 2.5 Maintain the practice of continuing to keep the five year plan current for police services to promote an adequate level of police protection is provided as the population and calls for service increase.

Planning Commission recommends deletion: The contract with the Snohomish County Sheriff for police services is negotiated at five-year intervals to address level of service, which obviates the need for the policy.

CO 2.6 Maintain the practice of maintaining a minimum of two police officers 24-hours a day and evaluate the demand for more coverage as the demand warrants.

Planning Commission recommends deletion: Level of service for police services is evaluated to ensure the City is served with adequate protections for its citizens as part of the City's service contract with the Snohomish County.

CO 2.7 Maintain the practice of the City to continue to improve and evaluate the Public Safety service implications by providing a local Correctional Detention Center.

Planning Commission recommends deletion: The policy is outdated.

CO 2.8 Maintain the practice that the City will work with the Fire District to make certain emergency response resources are maintained at high levels.

Planning Commission recommends deletion: The policy was originally adopted during the period prior to the City's annexation to Fire District 4, when the City was contracting for services.

CO 2.9 Maintain the practice that the City will work with the Fire District to emphasize fire prevention both in initial building design and in operation and maintenance of businesses and structures.

Planning Commission recommends the policy be modified to direct coordination with all agencies with expertise on development projects, and relocation of the policy to the Plan Implementation Element: The policy dates from a time when the City's development review process was more specifically coordinated with the Fire Marshal and when fire inspections were

conducted by Fire District personnel. The City's Building/Fire Official currently solicits the Fire District's input on development proposals for operational perspectives.

GOAL CO 3: Maintain the standard of providing public facilities and services which are free from barriers to access, that is safe, and promotes community pride in accordance with the American Disabilities Act (ADA) Guidelines.

The Americans with Disabilities Act (ADA) is a federal law enacted by Congress in 1990. It is a comprehensive civil rights law that makes it unlawful for public and private employers to discriminate against individuals with disabilities. In addition, ADA covers access to public and private programs, services, facilities, and transportation. In particular, Title II of ADA requires government entities to remove barriers that preclude the full participation of people with disabilities. This applies to any services, programs, or facilities.

Planning Commission recommends deletion: The goal addresses compliance with existing requirements.

CO 3.1: Maintain the practice that design of public facilities, services, or programs will make reasonable efforts to provide "barrier free" access to handicapped persons under ADA guidelines.

Planning Commission recommends deletion: The policy addresses compliance with existing requirements.

CO 3.2: Maintain the practice that Public owned or used buildings, Senior Center, Library and Cultural facilities provide the user the safest environment for public use pursuits by identifying traffic, personal injury, and other applicable safety concerns associated with a facility. Appropriate design, signing, lighting, personnel, and equipment provisions will be employed in facility development.

Planning Commission recommends deletion: The policy provides no clear guidance apart from code compliance, conducting appropriate review of public development proposals, and adequate facilities maintenance.

CO 3.3: Maintain the practice that the City will identify safety and access problems in existing public facilities and develop alternatives to eliminate those problems.

Planning Commission recommends deletion: It is not clear what issue the policy is intended to address or its relevance to current circumstances.

CO 3.4: Maintain the practice that a sign policy for public facilities, entrances to the community, important public buildings, and historic features will be developed.

Planning Commission recommends deletion: It is not clear what issue the policy is intended to address.

CO 3.5: Maintain the practice that the City will maintain a standard level of maintenance on all public facilities.

Planning Commission recommends deletion: The policy appears to address facilities management issues and does not rise to the level of a Comprehensive Plan concern.

CO 3.6: Maintain the practice that a public facility replacement and repair plan should be established and annual reviews made by City Council.

Planning Commission recommends deletion: The intent of this policy and the type of public facilities at issue are not clear. A capital improvement program (CIP) is presented annually to the City Council with capital needs and anticipated funding sources for the following year.

GOAL CO 4: Maintain the standard of providing high quality public, parks and senior, library and cultural facilities through a continuous planning process.

Planning Commission recommends deletion: Clearly, achieving "high-quality" public facilities is a worthy, if nebulous, aspiration. However, the "continuous planning process" identified in the goal is not clear. Parks are addressed in the Parks Element; the library is not a City facility; and "cultural facilities" may or may not be necessary to distinguish.

CO 4.1: Maintain the practice that the City will incorporate its community facilities goals and policies for schools, seniors, library and culture in the Comprehensive Plan and will consider these in each plan update process.

Planning Commission recommends deletion: The intent of this policy is not clear except as a policy to have policies.

CO 4.2: Maintain the practice that the Comprehensive Plan will include all elements identified by the Washington State Interagency Committee for Outdoor Recreation (IAC) required for State funding eligibility for park improvements.

Planning Commission recommends deletion: The Parks Element and the Long Range Parks, Recreation, and Open Space Plan, adopted by reference in the Parks Element, are intended to fully address criteria for state funding eligibility.

CO 4.3: Maintain the practice that the City will determine public facility needs within its planning area in order to plan for new public facility opportunities in areas likely to be annexed by the City.

Planning Commission recommends deletion: The City is required to plan for public facility needs in both incorporated and unincorporated areas of its UGA for the 20-year planning period. For example, the Long Range Parks, Recreation, and Open Space Plan identifies facilities in all portions of the planning area where necessary to meet the adopted level of standard. This policy appears to reiterate the GMA requirement to plan for adequate public facilities within the planning area.

CO 4.4: Maintain the practice that citizen boards and commissions will use data from the strategic planning analysis plus other pertinent factors such as public sentiment and alternative uses of public properties before making a recommendation to the City Council for the purchase or sale of public lands.

Planning Commission recommends deletion: Until 2005, the policy referred only to the Parks Board and park properties. The expansion of the policy to address boards and commissions in general and all public land transactions makes the intended implementation less clear. The City Council has the option to request advice from boards and commissions for any legislative decision. As written, the policy seems unnecessary.

CO 4.5: Maintain the practice that a site master plan will be developed and adopted for each proposed public facilities, to aid in finding and allocating resources for public facilities. Each plan will address the necessary amenities required for public use as well as an over-all development scheme.

Planning Commission recommends deletion: Master plans are developed on an as-needed basis, particularly for new park acquisitions where capital investment will occur over a long period or in phases. Prior to 2005, the policy applied only to park proposals. Public facilities vary significantly in scale and function, and certain facilities may not have the capacity for future expansion or the need for additional site improvements. Removal of the policy will not hinder the City's ability to utilize master planning as a tool.

CO 4.6: Maintain the practice that public facility development will promote public safety through the use of modern design and construction practices.

Planning Commission recommends deletion: All development is required to comply with adopted building codes. It is not clear whether the policy is intended to require that public facilities exceed generally-applied standards and, if so, what standards to require.

CO 4.7: Maintain the practice that the City will identify properties and alternative sites available for public facility development.

Planning Commission recommends deletion: Prior to 2005, the policy focused on potential sites for neighborhood parks, which was evidently an identified need. As expanded to address all types of public facilities, the purpose of the policy is no longer clear.

GOAL CO 5: Maintain the standard of promoting, protecting, and enhancing the environmental quality of each community facility site.

Planning Commission recommends deletion: It is not clear how the goal is intended to be implemented, except through compliance with standards and regulations applicable to all development.

CO 5.1: Where appropriate, maintain the practice that environmental features in the City public community facility sites should be protected or enhanced and maintained through the use of Best Management Practices (BMP's).

Planning Commission recommends deletion: The policy appears merely to direct compliance with critical area and other regulations. Preservation of natural features made greater sense when the policy applied only to park development.

CO 5.2: Maintain the practice that screening and buffering will be required of new developments adjacent to public parks and recreation facilities so as to protect the investment and use of public funds and property. The City will place screening between public facilities and activity centers which generate activity and noise and adjacent residential uses.

Planning Commission recommends deletion: Standards for screening between land uses are incorporate in Title 14 SMC. No separate standards are required specifically for park facilities. The Planning Commission does not believe this is an issue requiring policy language.

GOAL CO 6: Maintain the standard of linking public facilities systems with a pedestrian walkway system that is physically separated from vehicular traffic whenever feasible.

Planning Commission recommends consideration of this goal as part of the Transportation Element update.

CO 6.1: Maintain the practice that existing City streets and other important rights of ways and easements will be analyzed to see where walkways and sidewalks provide, or could provide, safe and adequate barrier free access to public facilities.

Planning Commission recommends consideration of this policy as part of the Transportation Element update.

CO 6.2: Maintain the practice that pedestrian/ non motorized linkage systems map will be developed to be included in the Plan.

Planning Commission recommends consideration of this policy as part of the Transportation Element update.

CO 6.3: Maintain the practice that a pedestrian linkage improvement list will be established to determine where new walkways and sidewalks are needed and where they need repairs.

Planning Commission recommends consideration of this policy as part of the Transportation Element update.

CO 6.4: Maintain the practice that the repair or replacement of sidewalks on public facilities be a high priority for the City.

Planning Commission recommends deletion: Sidewalk repair and replacement on public facilities does not appear to be a significant issue or a high priority relative to establishing other pedestrian linkages in the City.

CO 6.5: Maintain the practice that new public facilities should be required to provide sidewalks along property boundaries which front on City streets.

Planning Commission recommends deletion: The policy requires the City to follow regulations applicable to all development, including the construction of frontage improvements in association with new development.

CO 6.6: Maintain the practice that the public facilities system will incorporate safety features such as pedestrian crossing and street signing to facilitate barrier free access to public facilities.

Planning Commission recommends deletion: Barrier-free access is currently required by code and pedestrian safety facilities are evaluated on a case-by-case basis. The policy does not appear to serve a distinct purpose.

GOAL CO 7: Maintain the Standard that establishes bicycle routes that link with the regional non motorized transportation and trail system with the public facilities system.

Planning Commission recommends consideration of this goal as part of the Transportation Element update.

CO 7.1: Maintain the practice that Non Motorized transportation routes will be identified in the same manner as the pedestrian linkage system and appropriate signing, street striping, and parking features is put in place once a parkway system has been adopted.

Planning Commission recommends consideration of policies for non-motorized transportation as part of the Transportation Element update.

CO 7.2: Maintain the practice that streets will be evaluated for adequacy of right-of-way and pavement width to accommodate Non Motorized transportation routes.

Planning Commission recommends consideration of policies for non-motorized transportation as part of the Transportation Element update.

CO 7.3: Maintain the practice that the City will adopt standards of right-of-way development, pavement marking, and signage for bicycle routes.

Planning Commission recommends consideration of policies for non-motorized transportation as part of the Transportation Element update.

CO 7.4: Maintain the practice that the City will cooperate with the County and others to plan and establish appropriate City trailheads and routes that should be in place by the time the regional trail system's rights-of-way are secured.

Planning Commission recommends deletion: Trails are currently addressed in the Parks Element.

CO 7.5 Maintain the practice that City trailheads and Non Motorized transportation routes should be directly linked with the regional trail system and should be located in areas where there is the least amount of disruption to residential uses.

Planning Commission recommends deletion: Trails are currently addressed in the Parks Element. Non-motorized transportation routes will be addressed in the Transportation Element update. The direction to locate non-motorized transportation routes where they will have the least amount of disruption to residential uses is unclear.

GOAL CO 8: Maintain the standard of developing public access to the City river fronts and shorelines.

Planning Commission recommends deletion: The goal is already addressed in the Parks Element.

CO 8.1: Maintain the practice that the City has adopted a River Front Development Plan which will integrate the parks, recreation, and economic development needs of the community.

Planning Commission recommends deletion: The policy dates from 1998 or earlier and preceded adoption of the Riverfront Plan.

CO 8.2: Maintain the practice that the Riverfront development plan will address the problems of local and regional trails access and usage and develop policies to address specific river front issues such as boating facilities, businesses orienting to the river and funding.

Planning Commission recommends deletion: The focus of the policy is addressed in parallel policies in the Parks Element.

CO 8.3: Maintain the practice that an engineered plan will be developed for stabilizing the Snohomish riverfront in accordance with state and federal agencies.

Planning Commission recommends deletion: The policy was adopted in 1998 in substantially the same form, prior to the bank armoring that occurred in association with the Riverfront Trail construction.

CO 8.4: Maintain the practice that the public pier's boat launches, and shoreline stabilization structures be improved, developed or rehabilitated as part of the site improvement process and included in the riverfront planning process.

Planning Commission recommends maintaining the policy direction for public improvements, including a public pier, in another element: Parks Element policies currently direct enhancement and expansion of parks facilities, recreational activities, and public access along the City's shorelines, as well as relocating the Cady boat launch. The Strategic Plan includes an initiative to evaluate options for a public boat launch, marina/moorage, and other public access improvements.

GOAL CO 9: Maintain a standard of protecting and enhancing public investment in schools, parks, recreation, senior and cultural facilities by maintaining and monitoring revenues and expending them for the health, safety and general welfare of the public.

Planning Commission recommends deletion: The intent of the goal is not clear except perhaps to be fiscally prudent.

CO 9.1: Maintain the practice the City adopts an annual budget, which is adequate to maintain existing facilities at a level required to protect the public and the public's investment in public facilities.

Planning Commission recommends deletion: The policy appears to be outside the scope of the Comprehensive Plan.

CO 9.2: Maintain the practice of the public boards recommending community need to the six-year Capital Facilities program to the City Council for consideration.

Planning Commission recommends moving Policy CO 9.2 to the Capital Facilities Element.

CO 9.3: Maintain the practice of fees for public community facility use will be levied only if it can be shown they will substantially add to the General Fund because of the liability limitations for recreation.

Planning Commission recommends deletion: Except as a reminder of the potential liability associated with the application of recreation facility user fees, the purpose of the policy is not clear.

GOAL CO 10: Maintain the standard of the City engaging in cooperative planning and shared development of facilities which are used by residents of the service area.

Planning Commission recommends deletion: The City's planning area includes the incorporated and unincorporated areas of the urban growth area (UGA). While the City is required to plan for serving both portions of the UGA, until annexation occurs, the County is responsible for

providing services to unincorporated residents. Because responsibility for service provision is largely discrete, and because the remaining unincorporated UGA is relatively small, it is not likely that the goal will be implemented to any significant extent.

CO 10.1: Maintain the practice that the City will cooperate with county and state agencies to promote public facilities opportunities and enhancement within the service area.

Planning Commission recommends deletion: The policy provides little clear direction.

CO 10.2: Maintain the practice of inter agency cooperation which may include providing facilities or space, entering into maintenance agreements with other parties, or giving the City's written support for a facility or activity.

Planning Commission recommends deletion: The direction is not clear or evidently necessary.

CO 10.3: Maintain the practice that the City will work with public utilities to promote appropriate public uses of utility rights-of-way and other public lands to meet the needs of the public.

Planning Commission recommends deletion: Public use of utility corridors for recreation is addressed in the current Parks Element policies.

CO 10.4: Maintain the practice that the City will coordinate with Snohomish County and seek monetary or other support to provide its fair share of public facilities, in the service area.

Planning Commission recommends deletion: The intent of the policy is not clear, particularly which City services are meant by the reference to "service area" and what public facilities would be provided as a "fair share". Snohomish County is currently required to serve the unincorporated UGA.

CO 10.5: Maintain the practice that the City will coordinate future library facility planning with the Sno-Isle Library District to promote the equitable financing of any new facilities.

Planning Commission recommends deletion: The policy does not appear to address a concern of the next 20-year planning cycle.

CO 10.6 Maintain the practice that the City will coordinate its senior center facility planning with the Senior Center Board to ensure the equitable financing of any programs, services and capital improvements to the senior center.

Planning Commission recommends deletion: The new Senior Center was constructed following adoption of the current Comprehensive Plan in 2005. It is not apparent that the policy provides necessary direction.

GOAL CO 11: Maintain a Standard that support private organization provision of facilities and programs in order to help provide greater availability of disabled, recreation, seniors, and cultural facilities and programs to the public.

Planning Commission recommends deletion: The City Council has the ability, within legal boundaries, to provide resources to private organizations for projects or programs that benefit the public. It is not clear that a goal and policies below are necessary or that they benefit the City Council in determining worthy beneficiaries.

CO 11.1: Maintain the practice that the City may support the efforts of private organizations when specific project generally meets the goals and policies of this plan.

Planning Commission recommends deletion: See above.

CO 11.2: Maintain the practice that the City continues support for private organizations and their specific projects shall be contingent upon the appropriateness of the project, its timing, feasibility, availability of funding options, and demonstrated ability to fulfill a public facility need.

Planning Commission recommends deletion: See above.

CO 11.3: Maintain the practice that the City shall limit its liability when offering support for projects that involve private organizations.

Planning Commission recommends deletion: See above.

GOAL CO 12: Maintain a Standard that supports the siting of essential public facilities in the community to include local, regional, and state facilities.

Planning Commission recommends deletion: The direction in Goal CO 12 and Policy CO 12.1 repeat the policy language currently in the Land Use Element.

CO 12.1: Implement the practice that the City work with the state and county agencies to designate criteria in identifying appropriate locations for essential public facilities sites in order to not create incompatible land uses.

Planning Commission recommends deletion: See above.

Schedule of Checks ***for the Checks Issued Since the December 2, 2014 Meeting***

Name	Check #	Invoice #	Check Date	Description	Amount
First American Title Insurance Company					
	55568	120314	12/3/14	Earnest Money Deposit - Stocker Farm Acq	$2,500.00
				Check Total	**$2,500.00**
				Batch Total	**$2,500.00**
First American Title Insurance Company					
	55569	120314	12/3/14	Earnest Money Deposit - Stocker Farm Acq	$2,500.00
				Check Total	**$2,500.00**
				Batch Total	**$2,500.00**
A WorkSAFE Service, Inc					
	55570	200134	12/10/14	CDL Drug Test	$52.00
				Check Total	**$52.00**
A. Daigger & Company					
	55571	PSI189622	12/10/14	supplies for WWTP	$127.72
				Check Total	**$127.72**
ADS LLC					
	55572	12522.22-1114	12/10/14	data analysis, field service	$2,903.16
				Check Total	**$2,903.16**
All Battery Sales & Service					
	55573	748925	12/10/14	shop supplies	$103.32
	55573	749236	12/10/14	battery-radar trailer	$208.04
				Check Total	**$311.36**
Allied Waste of Lynnwood					
	55574	November 2014	12/10/14	Recycling Services November 2014	$45,325.90
	55574	November 2014	12/10/14	Solid Waste Services November 2014	$99,812.28
	55574	November 2014	12/10/14	Solid Waste Tax November 2014	$-468.88
	55574	November 2014	12/10/14	Garbage Credit	$-1,194.24
				Check Total	**$143,475.06**
Association of Snohomish County Cities & Towns					
	55575	11242014	12/10/14	Sno County Cities Oct dinner - Guzak	$35.00
	55575	11242014	12/10/14	Sno County Cities Oct dinner - Burke	$35.00
	55575	11/25/2014	12/10/14	Sno County Cities Nov dinner - Guzak	$35.00
				Check Total	**$105.00**
Cascade Boiler Services, Inc					
	55576	12571	12/10/14	boiler inspections	$623.82
				Check Total	**$623.82**
Central Welding Supply Inc.					
	55577	RN11141047	12/10/14	acetylene	$13.38
				Check Total	**$13.38**

Schedule of Checks ***for the Checks Issued Since the December 2, 2014 Meeting***

Name	Check #	Invoice #	Check Date	Description	Amount
C G Engineering					
	55578	23243	12/10/14	Hal Moe Pool Struct Assessment	$4,990.00
				Check Total	**$4,990.00**
Chemsearch					
	55579	1721987	12/10/14	drain cobra program	$141.44
				Check Total	**$141.44**
Chip Miller					
	55580	strmconmiller	12/10/14	meal reimbur. Stormwater Conf.	$15.00
				Check Total	**$15.00**
Clearbrook Inc					
	55581	211028	12/10/14	polyclear	$2,955.15
				Check Total	**$2,955.15**
Comcast					
	55582	475077-12/14	12/10/14	Skate Park Video	$89.87
	55582	482016-12/14	12/10/14	Manager Share City Hall Internet	$15.98
	55582	482016-12/14	12/10/14	Human Resources Share City Hall Internet	$16.00
	55582	482016-12/14	12/10/14	Clerk Share City Hall Internet	$16.00
	55582	482016-12/14	12/10/14	Inspection Share City Hall Internet	$16.00
	55582	482016-12/14	12/10/14	Economic Dev Share City Hall Internet	$16.00
	55582	482016-12/14	12/10/14	Planning Share City Hall Internet	$16.00
	55582	482016-12/14	12/10/14	Finance Share City Hall Internet	$16.00
	55582	482016-12/14	12/10/14	IS Share City Hall Internet	$16.01
	55582	482016-12/14	12/10/14	Engineering Share City Hall Internet	$16.00
				Check Total	**$233.86**
Comdata Corp					
	55583	20217080	12/10/14	fleet fuel-Nov.	$4,379.97
				Check Total	**$4,379.97**
CompuCom Systems Inc					
	55584	62541436	12/10/14	Adobe Pro Software-Patty, Kaylee, Diana	$839.11
				Check Total	**$839.11**
Craft, LLC					
	55585	97489	12/10/14	City Hall Remodel - bid/permit/construct	$3,090.70
				Check Total	**$3,090.70**
Dell Marketing LP					
	55586	XJKMD4852	12/10/14	Sliding rails for tape library	$97.65
				Check Total	**$97.65**

Schedule of Checks ***for the Checks Issued Since the December 2, 2014 Meeting***

Name	Check #	Invoice #	Check Date	Description	Amount
Derek DeBardi					
	55587	strmconfdebardi	12/10/14	meal reimburs. Stormwater conference	$15.00
				Check Total	**$15.00**
Discovery Benefits					
	55588	504481-IN	12/10/14	HSA-Monthly	$4.50
				Check Total	**$4.50**
Dunlap Industry					
	55589	1331276-01	12/10/14	wacker parts	$135.41
				Check Total	**$135.41**
Frontier					
	55590	316115-11/14	12/10/14	CSO Alarm Dialer	$176.59
	55590	413125-11/14	12/10/14	WWTP DSL	$79.99
	55590	1223105-11/14	12/10/14	CSO Monitoring System in 2nd Street	$120.48
				Check Total	**$377.06**
GC Systems Inc					
	55591	4167	12/10/14	yearly maint. on cla-val control valves	$2,962.62
				Check Total	**$2,962.62**
H. D. Fowler Company					
	55592	C340999	12/10/14	stock credit-wrong pricing	$-194.57
	55592	C341002	12/10/14	stock credit-wrong pricing	$-29.00
	55592	C341006	12/10/14	stock credit-wrong pricing	$-16.87
	55592	C339806R	12/10/14	repair clamp return entered twice	$75.68
	55592	I3792059	12/10/14	meter boxes	$595.36
	55592	C343140	12/10/14	meter box cover returns	$-542.75
	55592	I3793922	12/10/14	meter box covers	$1,166.43
	55592	C343845	12/10/14	meter box cover return	$-49.34
	55592	I3801414	12/10/14	brass extension pipe	$217.25
	55592	I3801849	12/10/14	brass stock parts	$1,860.32
				Check Total	**$3,082.51**
Home Depot - Parks					
	55593	2016035	12/10/14	wood lath bundles	$14.44
				Check Total	**$14.44**
Home Depot - Shop					
	55594	0573886	12/10/14	batteries stock, cleaning supplies	$71.12
				Check Total	**$71.12**
Home Depot - Streets					
	55595	4015783	12/10/14	shelving for inventory	$724.61
	55595	4014862	12/10/14	trash bags	$36.88
	55595	1573848	12/10/14	rachets	$54.33
	55595	1582436	12/10/14	cable ties, plug	$28.19
				Check Total	**$844.01**
Home Depot - Storm					
	55596	0015313	12/10/14	rolling scaffold	$238.27
	55596	1573835	12/10/14	pulley, rope cleats	$28.06
	55596	1014097	12/10/14	flex coupling, pipe wrap, clamp	$31.74
				Check Total	**$298.07**

Schedule of Checks ***for the Checks Issued Since the December 2, 2014 Meeting***

Name	Check #	Invoice #	Check Date	Description	Amount
HD Supply Waterworks LTD					
	55597	D141903	12/10/14	hyd extension kit	$5,072.95
	55597	D230015	12/10/14	safety flange kits	$428.17
				Check Total	**$5,501.12**
Home Depot - Water					
	55598	1134627	12/10/14	water parts	$12.22
	55598	3562659	12/10/14	spray paint, respirator	$46.77
	55598	3562663	12/10/14	spray paint	$12.53
				Check Total	**$71.52**
Integra Telecom					
	55599	12541611	12/10/14	General Use Police Department Phone	$4.38
	55599	12541611	12/10/14	IS Share Police Phone	$5.46
	55599	12541611	12/10/14	Finance Share Police Phone	$2.19
	55599	12541611	12/10/14	Police Share Police Phone	$39.38
	55599	12541611	12/10/14	Economic Develop. Share Police Phone	$1.10
	55599	12541611	12/10/14	Engineering Share Police Phone	$8.75
	55599	12540298	12/10/14	Water Department Share Shop Phones	$50.38
	55599	12540298	12/10/14	Street Dept. Share Shop Phone	$50.37
	55599	12540298	12/10/14	Facilities Share Phone Service	$25.17
	55599	12540298	12/10/14	Parks Share Shop Phones	$25.17
	55599	12540298	12/10/14	Fleet Share Shop Phone	$50.34
	55599	12540298	12/10/14	Collections Share Shop Phone	$50.37
	55599	12540298	12/10/14	Storm Share Shop Phone	$50.37
	55599	12540882	12/10/14	Water Treatment Plant Phones	$174.53
	55599	12541652	12/10/14	Waste Water Treatment Plant Phone	$169.40
				Check Total	**$707.36**
Iron Mountain Quarry					
	55600	235485	12/10/14	screenings-stock	$1,275.96
	55600	235944	12/10/14	screenings-stock	$830.10
	55600	235542	12/10/14	screenings	$1,260.56
				Check Total	**$3,366.62**
J.Steven Thomas, Attorney at Law					
	55601	November 2014	12/10/14	Parking Hearing Fee November 2014	$50.00
				Check Total	**$50.00**
James Mills					
	55602	November 2014	12/10/14	LEOFF I Reimbursement	$192.00
				Check Total	**$192.00**
Karen Allen					
	55603	allencerts	12/10/14	renewal certs-CCS, WWT2-K. Allen	$72.00
				Check Total	**$72.00**

Schedule of Checks ***for the Checks Issued Since the December 2, 2014 Meeting***

Name	Check #	Invoice #	Check Date	Description	Amount
Kevin Buse					
	55604	certrenewbuse	12/10/14	cert renewal reimburs-WW1	$30.00
				Check Total	**$30.00**
Landaas, LLC					
	55605	Reimb 2014	12/10/14	Reimb Damage Deposit Sun. Farmers Market	$500.00
				Check Total	**$500.00**
Les Schwab Tire Center					
	55606	36800182981	12/10/14	winter tire change over-water dept	$76.16
				Check Total	**$76.16**
McDaniel Do It Center - Parks					
	55607	449676	12/10/14	quick link, chain	$8.77
	55607	449744	12/10/14	broom handle, scrub brush	$30.99
	55607	449810	12/10/14	tie wrap, caulk	$16.09
	55607	449870	12/10/14	dish soap, air freshener	$8.15
	55607	450036	12/10/14	staple, cord	$17.71
	55607	450041	12/10/14	LED lights	$146.85
	55607	450055	12/10/14	LED lights	$48.95
	55607	448824	12/10/14	fasteners	$44.86
	55607	450034	12/10/14	City Hall christmas decor	$21.74
	55607	449521	12/10/14	fasteners, rod	$11.37
	55607	449739	12/10/14	fasteners, drill bit	$13.46
	55607	449823	12/10/14	fasteners	$18.69
				Check Total	**$387.63**
McDaniel Do It Center - Storm					
	55608	449680	12/10/14	galv elbow, nipple	$13.23
	55608	450143	12/10/14	fasteners	$0.58
	55608	450141	12/10/14	fasteners	$1.33
				Check Total	**$15.14**
McDaniel Do It Center-SS					
	55609	449980	12/10/14	Ice Scraper	$8.68
				Check Total	**$8.68**
McDaniel Do It Center- Streets					
	55610	449535	12/10/14	lighted cord	$65.27
	55610	449619	12/10/14	post level, glove	$9.75
	55610	449755	12/10/14	fasteners	$1.63
	55610	449763	12/10/14	screw pack, fasteners	$18.47
	55610	449797	12/10/14	fasteners	$2.22
	55610	449840	12/10/14	fuse	$10.87
	55610	450088	12/10/14	duct tape, anchor pack	$69.56
	55610	450110	12/10/14	rope hook, fasteners	$9.77
				Check Total	**$187.54**
McDaniel Do It Center - Water					
	55611	449632	12/10/14	gloves, beanie faucet, tie downs	$127.97
	55611	449741	12/10/14	linoleum knife, battery	$22.83
	55611	449743	12/10/14	check valve	$21.75
				Check Total	**$172.55**

Schedule of Checks ***for the Checks Issued Since the December 2, 2014 Meeting***

Name	Check #	Invoice #	Check Date	Description		Amount
McDaniel's Do It Center Wastewater						
	55612	449973	12/10/14	nylon flag		$54.39
					Check Total	**$54.39**
Microflex, Inc.						
	55613	00022179	12/10/14	Tax Audit Program		$27.97
					Check Total	**$27.97**
Michael Lively						
	55614	November 2014	12/10/14	LEOFF I Reimbursement		$400.00
	55614	Oct - Dec 2014	12/10/14	LEOFF I Reimbursement		$314.70
					Check Total	**$714.70**
Michael Thomas						
	55615	certrenewDOH	12/10/14	DOH cert renewal reimbursement		$42.00
					Check Total	**$42.00**
Murray Smith & Assoc Inc						
	55616	14-1531-10	12/10/14	Water Supply Study Update		$1,422.00
					Check Total	**$1,422.00**
Northstar Chemical, Inc.						
	55617	56927	12/10/14	magnesium hydroxide		$11,951.40
	55617	57299	12/10/14	magnesium hydroxide		$10,526.60
					Check Total	**$22,478.00**
North Coast Electric Co.						
	55618	S6172589.001	12/10/14	wire for analyzers		$345.06
					Check Total	**$345.06**
Owen Equipment Company						
	55619	73775	12/10/14	vactor pump parts		$2,141.37
					Check Total	**$2,141.37**
Pacific Power Batteries						
	55620	17077268	12/10/14	battery-sander		$73.92
	55620	17077271	12/10/14	batteries, mount-radar trailers		$371.63
	55620	17077272	12/10/14	battery cables		$18.85
					Check Total	**$464.40**
Platt Electric Supply						
	55621	F583372	12/10/14	photocell		$195.66
	55621	F583611	12/10/14	swivel, atlas LED		$287.84
	55621	F646633	12/10/14	bulbs		$21.29
	55621	F566085	12/10/14	heater-WTP		$599.71
					Check Total	**$1,104.50**

Schedule of Checks ***for the Checks Issued Since the December 2, 2014 Meeting***

Name	Check #	Invoice #	Check Date	Description	Amount
Snohomish County Fleet					
	55622	I000368880	12/10/14	sign order	$559.21
				Check Total	**$559.21**
Snohomish County Pud #1					
	55623	117506399	12/10/14	#1000385243,1329 Bonneville,Lift Station	$47.98
	55623	143889182	12/10/14	#1000368128, 700 Ave D, Street Lighing	$53.27
	55623	124137353	12/10/14	#1000275828, 1110 Ferguson, Lift Station	$196.16
	55623	114187608	12/10/14	Various Locations, Street Lighting	$151.78
	55623	156952042	12/10/14	Various Locations, Street Lighting	$219.38
	55623	156952041	12/10/14	Various Locations, Street Lighting	$3,183.16
	55623	120824122	12/10/14	Various Locations, Street Lighting	$693.27
	55623	150482297	12/10/14	Various Locations, Traffic Light	$8.02
	55623	107555290	12/10/14	#1000380098, 1109 1/2 13th, Street Light	$40.14
	55623	127448649	12/10/14	#1000539970, 1608 Park Ave, Lift Station	$169.21
	55623	127448650	12/10/14	#1000395660, 617 18th St, Lift Station	$313.27
	55623	114187607	12/10/14	#1000483278, 1001 Ave D, Signal	$184.14
	55623	104237994	12/10/14	Various Locations, Street Lighting	$40.51
	55623	150482298	12/10/14	Various Locations, Traffic Light	$30.32
	55623	110871125	12/10/14	Various Locations, Street Lighting	$25.15
	55623	390013228	12/10/14	water usage	$5,446.30
	55623	117509352	12/10/14	#1000566359, 811 1st St, Street Lighting	$32.33
	55623	143891540	12/10/14	#1000439204, 40 Maple, Cady Lift Station	$89.79
	55623	143891541	12/10/14	#1000125213,169 Cypress,Pilchuck Lights	$412.51
	55623	127448205	12/10/14	#1000571566, 501 2nd St, Traffic Light	$186.23
	55623	134050429	12/10/14	#1000482443, 505 Rainier, Lift Station	$1,257.15
	55623	120826269	12/10/14	#1000545615, 1610 Park, Hill Pk Sm Shlt	$33.39
	55623	107557322	12/10/14	#1000535766, 1610 Park, Park Restrooms	$33.39
	55623	134050430	12/10/14	#1000542988, 50 Lincoln, Lift Station	$152.91
				Check Total	**$12,999.76**
Snohomish County Public Works					
	55624	I000368421	12/10/14	2014 Lake Monitoring ILA-74	$7,800.00
				Check Total	**$7,800.00**
Snohomish County Sheriff's Office					
	55625	I000368969	12/10/14	Task Force Invoices July 2014- June 2015	$2,437.00
				Check Total	**$2,437.00**
Snohomish County Corrections					
	55626	2014-2332	12/10/14	Jail Service Fees November 2014	$11,897.67
				Check Total	**$11,897.67**

Schedule of Checks ***for the Checks Issued Since the December 2, 2014 Meeting***

Name	Check #	Invoice #	Check Date	Description	Amount
Snohomish Auto Parts					
	55627	383355	12/10/14	belts-stock	$48.00
	55627	383550	12/10/14	tire valve, magnet pick up tool	$13.03
	55627	383791	12/10/14	solenoid	$22.84
	55627	383851	12/10/14	primer, hexbit	$28.20
	55627	384078	12/10/14	power belts	$-31.88
	55627	384355	12/10/14	gauges	$80.48
	55627	384395	12/10/14	tire inflator	$182.61
	55627	384516	12/10/14	temp gauge and sender	$176.53
	55627	384531	12/10/14	hammer	$141.65
				Check Total	**$661.46**
Snohomish Co-Op					
	55628	242676	12/10/14	propane	$24.56
	55628	242423	12/10/14	unleaded fuel	$34.99
	55628	242624	12/10/14	unleaded fuel	$44.48
	55628	242769	12/10/14	unleaded fuel	$14.54
				Check Total	**$118.57**
Snohomish Senior Center					
	55629	14-278	12/10/14	Grant Reimb for BrewFest Marketing	$3,000.00
	55629	14-300	12/10/14	Monthly Fee	$1,000.00
				Check Total	**$4,000.00**
Sound Safety Products Co.					
	55630	2069573-01	12/10/14	safety boots, safety raingear-Bender	$238.55
				Check Total	**$238.55**
Sparling Instruments, LLC					
	55631	5605101	12/10/14	4" drive meter head, mech flow totalizer	$2,119.85
				Check Total	**$2,119.85**
Terry Gilfillan					
	55632	Oct - Dec 2014	12/10/14	LEOFF I Reimbursement	$314.70
				Check Total	**$314.70**
Sound Publishing					
	55633	EDH601575	12/10/14	legal ad publ - Ord 2280 sum	$36.12
				Check Total	**$36.12**
Tim Jackson					
	55634	CCSCERTJACKSON	12/10/14	CCS cert application reimburs.-Jackson	$51.00
				Check Total	**$51.00**
TMG Services, Inc.					
	55635	37239	12/10/14	control valve install	$1,810.00
	55635	37237	12/10/14	install modbus modules	$1,534.08
				Check Total	**$3,344.08**
Transpo Group					
	55636	16860	12/10/14	Transportation Plan Update	$14,895.17
				Check Total	**$14,895.17**

Schedule of Checks ***for the Checks Issued Since the December 2, 2014 Meeting***

Name	Check #	Invoice #	Check Date	Description	Amount
UPS Store					
	55637	5794	12/10/14	packaging and postage-WWTP	$78.64
	55637	88387	12/10/14	safety video postage	$9.27
				Check Total	**$87.91**
US Bank CPS					
	55638	111814	12/10/14	SR9 Coalition Mtg 11/18/14 - Coffee	$21.27
	55638	30604168	12/10/14	screws for signage	$116.33
	55638	465381	12/10/14	Ipad -WWTP	$204.63
	55638	67459	12/10/14	tv, wall mount-WWTP	$413.41
	55638	RL-354509	12/10/14	lighting	$28.45
	55638	0165124	12/10/14	sargel paste	$38.64
				Check Total	**$822.73**
U.S. Bank N.A - Custody					
	55639	November 2014	12/10/14	Monthly Maintenance Fee	$26.00
				Check Total	**$26.00**
U.S. Postmaster					
	55640	112114-112714	12/10/14	Council Postage	$4.28
	55640	112114-112714	12/10/14	City Manager Postage	$21.36
	55640	112114-112714	12/10/14	Clerk Postage	$8.64
	55640	112114-112714	12/10/14	Finance Postage	$12.84
	55640	112114-112714	12/10/14	Police Postage	$5.97
	55640	112114-112714	12/10/14	Planning Postage	$4.93
	55640	112114-112714	12/10/14	Water Postage	$158.40
	55640	112114-112714	12/10/14	Sewer Postage	$156.00
	55640	112814-120414	12/10/14	City Manager Postage	$2.63
	55640	112814-120414	12/10/14	Clerk Postage	$45.77
	55640	112814-120414	12/10/14	Finance Postage	$46.08
	55640	112814-120414	12/10/14	Police Postage	$3.32
	55640	112814-120414	12/10/14	Planning Postage	$2.09
	55640	112814-120414	12/10/14	Water Postage	$0.96
				Check Total	**$473.27**
Verizon Wireless					
	55641	9736300479	12/10/14	Sector Cards	$120.03
	55641	9736300479	12/10/14	Sector Cards	$40.02
	55641	9736300479	12/10/14	Sector Cards	$40.02
	55641	9736300479	12/10/14	Sector Cards	$39.99
				Check Total	**$240.06**
Weed, Graafstra & Benson, Inc					
	55642	27	12/10/14	TBD - Nov legal fees	$416.25
	55642	14	12/10/14	boat launch Nov legal fees	$2,317.00
	55642	188	12/10/14	City Mgr - Second/A Signal	$144.00

Schedule of Checks ***for the Checks Issued Since the December 2, 2014 Meeting***

Name	Check #	Invoice #	Check Date	Description	Amount
	55642	188	12/10/14	City Mgr - Streets	$1,399.00
	55642	188	12/10/14	City Mgr - Water	$2,464.50
	55642	188	12/10/14	City Mgr - Hal Moe pool	$231.25
	55642	188	12/10/14	City Mgr - Centenial Trail	$74.00
	55642	188	12/10/14	City Mgr - boat launch acquisition	$23.13
	55642	188	12/10/14	City Mgr - General Fund	$8,701.62
				Check Total	**$15,770.75**
Whistle Workwear					
	55643	80089	12/10/14	safety rubber boots-Allen	$122.84
	55643	80088	12/10/14	safety rubber boots, rain gear-Murphy	$288.90
				Check Total	**$411.74**
WA State Dept of Agriculture					
	55644	WSDAALLEN	12/10/14	pesticide renewal-Allen	$33.00
	55644	WSDABENDER	12/10/14	pesticide renewal-Bender	$33.00
				Check Total	**$66.00**
Washington State Department of Health					
	55645	N01753	12/10/14	survey fee	$1,122.00
				Check Total	**$1,122.00**
Xerox Corporation					
	55646	077163956	12/10/14	#GNX-212028, 102714-112114	$111.32
	55646	077163955	12/10/14	#MX4-332344, 102114-112114	$520.16
	55646	077163953	12/10/14	#GNX-216657, 102714-112114	$48.17
				Check Total	**$679.65**
Zachor & Thomas, Inc. P.S.					
	55647	November 2014	12/10/14	Prosecution Services November 2014	$6,696.96
				Check Total	**$6,696.96**
				Batch Total	**$300,162.04**
				Total All Batches	**$305,162.04**

I hereby certify that the goods and services charged on the vouchers listed below have been furnished to the best of my knowledge. I further certify that the claims below to be valid and correct.

_____

City Treasurer

Schedule of Checks ***for the Checks Issued Since the December 2, 2014 Meeting***

Name	*Check #*	*Invoice #*	*Check Date*	*Description*	*Amount*

WE, the undersigned council members of the City of Snohomish, Washington, do hereby certify that the claim warrants #55568 through #55647 in the total of $305,162.04 dated through **December 10, 2014** are approved for payment on **December 16, 2014**.

_____ _____
Mayor Councilmember

_____ _____
Councilmember Councilmember