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
January 19, 2016
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 January 5, 2016 *(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 - AUTHORIZE** Sale of Surplus Vehicles *(P.23)*
		1) Staff presentation 2) Council's questions of staff 3) Citizens' comments 4) Close citizens' comments 5) Council deliberation and action **– PASS** Resolution 1336
7:25	6.	**ACTION ITEM** – **ADOPT** Park Naming Policy – PASS Resolution 1338 *(P.27)*
	7.	**DISCUSSION ITEMS**
7:35		a. Solid Waste Contract *(P.37)*
7:50		b. Fees *(P.85)*

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8:35 8. **CONSENT ITEM - AUTHORIZE** payment of claim warrants #57983 through #58070 in the amount of $issued since the last regular meeting *(P.145)*

8:40 9. **OTHER BUSINESS/INFORMATION ITEMS**

8:45 10. **COUNCILMEMBER COMMENTS/LIAISON REPORTS**

8:50 11. **MANAGER'S COMMENTS**

8:55 12. **MAYOR'S COMMENTS**

9:00 13. **ADJOURN**

NEXT MEETING: Tuesday, February 2, 2016, 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
January 5, 2016

1. **CALL TO ORDER:** Mayor Guzak called the Snohomish City Council meeting to order at 7:00 p.m., Tuesday, January 5, 2016, 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 Olson, Finance Director
Dean Randall	Owen Dennison, Planning Director
Michael Rohrscheib	Steve Schuller, Public Works Director
Lynn Schilaty	John Flood, Police Chief
Zach Wilde	Pat Adams, City Clerk
	Denise Johns, Project Manager
	Brooke Eidem, Associate Planner

There were twenty-two citizens in attendance.

2. **APPROVE AGENDA** contents and order – no change.

3. **APPROVE** the minutes of the December 1, 2015 Transportation Benefit Board Meeting, December 7, 2015, Boards and Commissions Appreciation Reception and the workshop and regular meeting of December 15, 2015.

   MOTION by Burke, second by Randall, to approve the 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, requested the Mayor allow public comment on Agenda Item 8a after Council questions, but before discussion and deliberation. Mayor Guzak responded she would allow comment. Mr. Davis continued that his neighbor brought to his attention a December 23 Tribune article that indicated he stated the City's selection team for the ad hoc Open Government Committee displayed favoritism and he was to elaborate with specific examples to support his allegations. He states they are as follows: #1, Carroll Brown is a retired administrator for two public taxing districts, School District #201 and the Valley General Hospital District; #2, Gary Ferguson is a former City Councilman and retired housing authority employee of HASCO and Everett Housing Authority both of which are funded by taxpayers; #3, Paulette Norman is currently employed by the City of Redmond, WA., also another political subdivision of a public taxing district; #4 Braden Sigma, age 17, is a Snohomish High School Student; and #5 Adrian Duran is a public community college student who gave his residence address as 312 Avenue D, which happens to be the same address of a councilwoman who was a member of Mr. Bauman's selection team. Concerning the three applicants who were passed over by the City; #1, Bruce Ferguson is a retired Boeing manager and team leader and is a frequent council critic on fiscal matters; # 2, Kathleen Holderman is an executive with a private non-governmental corporationVOA-WW; and #3, Charles Dudley is a longtime Snohomish resident and blue-collar entrepreneur and general contractor.

Mr. Davis hopes these specific examples satisfied his neighbor's skepticism. He stands by his allegation that Mr. Bauman's selection team weighed heavily in favor of applicants with public sector experience over the private sector experience applicants. In other words, they gamed the selection process to applicants sympathetic to the public sector and passed over or "black balled" applicants who might be perceived as critical of current City government. As an aside, the Mayor's selection team allowed every applicant to be a member of the Hal Moe Pool Advisory Committee even admitting two applicants who filed late. Mr. Davis believes there will a dozen members on this advisory committee and nobody ever said there were too many.

Janet Foley, 218 -222 Cedar, has a long time standing of being a property manager in Snohomish and weathered the property through the slide of 1982 prior to the Sixth Street diversion. Her property is located directly north of the tool rental facility on Second Street. There is a culvert that runs from that area to First Street to drain Swifty Creek. Swifty Creek has had a variety of floods. Third Street and Cedar Street both flooded. She lost a heater, an electrical system which went down for all her rentals from Second Street to Third Street. The Sixth Street bypass alleviated most of the problems though they are still getting the drain water – stormwater into Swifty Creek. However, over the last four of five years they have had back-ups so severe that it is 15-20 feet deep behind her property. In 1990 to 1992, it never got more than five or six feet deep. So, the Sixth Street bypass alleviated a problem, but there is a secondary problem. In the Council minutes from 1982, it said the problem was going to be addressed. She has met with the City, and the Mayor has been out the property. Ms. Foley hopes that the Mayor has brought Council up to date on her issues. There are also photographs. When she met with staff, she was provided a list of priorities for public improvements. She is number eleven on the list behind paving and other kinds of things and they are scheduled to have this problem corrected in 2020. However, City staff informed her told that could be pushed out a number of years as there is no money available. So, she is looking at maybe ten years. Ms. Foley states every year water comes up to her property and sits there. This year, our driest year in history, she had water there through July. The problem has to be solved. The received a letter from Bruce Keithly stating the City doesn't take responsibility and it's not the City's problem. The problem she is having is the City's storm sewer collection is not separated. It is going directly into Swifty Creek and there is no outlet for the water to go out. Another question she would like to address is her understanding that the storm sewer water collected that goes into Swifty Creek has no separator to take oil or other contaminants out of the water before it goes into Swifty Creek and eventually into the Snohomish River. Environmentally, if we want be good citizens to our fish and to our City we need to talk about taking that water and that oil and separating it, and we need to come up with a solution before 2025. Her fence is falling in, the patio has settled and she doesn't know what to do. Mayor Guzak was out to the property and she saw it when it was about twenty feet deep. Today it is probably about ten feet deep. If you come to her property a three-day rain event, you can see for yourself the amount of water that she's collecting and backup on her property. She has been paying taxes on two lots since 1982 and has been underwater because the City dropped the storm sewer into a gulch that has no outlet. Ms. Foley states this is confirmed in letters going back to 1982.

Mayor Guzak responded she did appreciates that Ms. Foley contacted her earlier in the day to let her know that she would be in attendance tonight to present this issue. The Mayor is aware that Ms. Foley has met with her, Public Works Director Steve Schuller and Planning Director Owen Dennison and acknowledges this is a serious problem and has asked Mr. Schuller to respond to Ms. Foley. Mayor Guzak explained typically when new business is presented, comment is allowed later in the meeting. However, she would like to take care of the matter right now, because she believes there needs to be an immediate response. Mayor

Guzak thanked Ms. Foley for bringing this to the Council's attention.

Ms. Foley reiterated that the City dropped the storm sewer into a gulch that has no outlet. It doesn't make sense and property erosion is happening. During the past five or six years, it's really increased. Had Mr. Brandvold not gotten a variance to build in a wetland, she states she wouldn't be here today but because Mr. Brandvold was granted a variance to build not only in a wetland, but right up to the creek that is what got her there today because now there is a problem downstream.

Mayor Guzak thanked Ms. Foley for her comments and asked Mr. Schuller to inform the Council on the status of this issue and what the City can and cannot do.

Mr. Schuller responded that due to time constraints, he would keep his comments brief. He noted further discussion will happen later in the year when the Storm water Comprehensive Plan is discussed. The Council will be looking at a three year rate study for 2017 through 2019. Mr. Schuller noted that Ms. Foley was provided with a copy of two maps and a CIP list. The first map is what is called the basin map. For the audience, Mr. Schuller explained the issue Ms. Foley is talking about is really a drainage area that starts at Blackmans Lake. There is an open stream that goes all the way down to the Aquatic Center. Over thirty years ago, there was a bypass put into Sixth Street, which can be seen on the map. Almost all the flow that goes from Blackmans Lake down to the Aquatic Center, now goes to the Pilchuck River and that has been true for over thirty years. There is a small open stream that goes from Sixth Street, some of it is pipe, but most of it is open stream down to Second Street and then it's a covered stream pipe between Second and First. It is a difficult process because what is the public's responsibility? What should the taxpayers be charged to solve this problem? Eighty to ninety percent of that stream is on private property and both the upstream and the downstream property owners are responsible for maintaining their portion of the stream. If someone is not maintaining their portion of the stream either by blocking it upstream or blocking it downstream, it is those individuals that are responsible, and there is just a narrow responsibility on the part of the City. In 2012, the City hired URS Engineering Company as shown on Map Number Two and in the Storm water Comprehensive Plan the City has a project to install a new pipe. The new pipe will only be in public right of way. It would go on Glen Avenue between Second and First Streets and it would in essence be a public storm water pipe system as opposed to the private buried system that now goes under various private properties. The intent of this project is for us not to go into these private properties and re-do that 80 to 100 year old system that was buried for all those years by private property owners. That would be the responsible of the property owners to address. The City intends to build a separate bypass. When the City hired URS in 2012, Ms. Foley is correct that the project was ranked number eleven. The draft CIP for discussion tonight has moved this project up to number five. In front of this project is the Blackmans Lake Outlet Control, which he knows has been discussed for years and remains a Council priority for 2016. He has also included the Combined Sewer Overflow projects as priorities ahead of this. There have been major discussions with the Department of Ecology on the wastewater systems. As the Council is aware, there have been agreed orders and this is all part of our wastewater system and for getting the stormwater out of our wastewater system. Mr. Schuller has also left the Holly Vista Drive Storm System project on the list. Council may recall there were citizens a couple of years ago that came in as part of the Transportation Benefit District requesting to be added to the City's ten year plan to pave their street. Mr. Schuller explained there is no stormwater system there. Therefore, it wouldn't do any good to pave it and let that water just soak in that pavement and quickly ruin it over time. So, Mr. Schuller has kept that project at its current priority number 4. He has moved up the Swifty Creek storm system project. Previously, it was beyond the six-year CIP, so it was 2020 plus.

It was not scheduled for any particular year just beyond the six years. So, he has now placed it in the year 2021. Mr. Schuller explained there is no time tonight to go through all these priorities and all these different projects, but there will be discussions later this year to discuss Council priorities for each of these projects. Part of that discussion will be how you want to set rates. If rates are higher, we can get to more of these projects quicker. If rates are set lower, we can get to them but it will be slower. There is no plan to address the Swifty creek project currently or next winter, because that system is private. In the 1980s, they tried to go in and work with some of these private property owners and it got very complex and there is a whole history on that. There is no quick solution. Staff will be monitoring the situation by installing monitoring devices to obtain actual data of what is happening and what the water levels are on a monthly basis, and will continue to work with these private property owners to evaluate the system. Presently, there is no way to see underneath the ground. The City has tried to get cameras under there and there is so much rock and debris that has accumulated over decades the camera could not get under the system.

Mayor Guzak replied the Council will continue their discussions and work on his matter and acknowledged that Ms. Foley was provided additional time under citizen comments, as her issue is a pressing matter. The Mayor welcomed any additional citizen comments.

Larry Wewel, 1001 East Marine View Drive, Everett, is thankful for the opportunity to speak on behalf of the Academic Link Outreach non-profit operating within Snohomish County called Learning Lab. He hopes everyone has had an opportunity to look at the materials that were handed out. Mr. Wewel indicated his objective is to obtain support from the Council and anybody else who wants to sign a resolution. The draft resolution calls for learning labs in the middle school levels. The objective is to make sure that every single child in this county eventually graduates high school and can earn enough of a living to make it in the middle class. It is his personal opinion, if a child doesn't graduate high school, they'll never make in the middle class and one way or another they going to be a part of the taxpayer system. Hopefully, they won't be the one that is involved in the criminal justice system because that cost is enormous about $40,000 per year, or even worse, if they end up in the social services network where they will need all kinds of assistance for the rest of their lives. Mr. Wewel is asking the Council to take a look at the information that was provided and hopefully support the proposed resolution. He would like one hundred percent support from this County. He approached the Arlington City Council yesterday and earlier in the evening, Mill Creek and he is here tonight and tomorrow in Everett.

Mayor Guzak thanked Mr. Wewel and stated the proposed resolution and support of the Learning Lab Project will be discussed under New Business.

Joshua Shade, Unincorporated Snohomish County. Mr. Shade distributed written materials to the Council. He directed Council to documents from the Washington State Liquor and Cannabis Board. Mayor Guzak mentioned it difficult to get up to speed on written materials in such a short period of time. Mr. Shade understood and states the materials are all about cannabis and recreational marijuana. He would be reviewing some things the Council may or may not know. The first thing is the City of Snohomish is in the Snohomish County at large area and did not get allotted a specific amount of cannabis stores. The City of Everett got five and they want to get another five into Everett for a total of ten. So, the Liquor Control Board wants to give towns more cannabis stores. The reason he is bringing this up is because he wants to come to the City and he is sure, the City doesn't want twenty stores here. Mr. Shade referenced page four of his documentation, and stated this is what Everett put in as the Mayor wanted the stores to be clustered in certain areas. Each recreational marijuana store needs to be 2,500 feet from each recreational marijuana store. If

you decide to put in zoning, the pamphlet he handed out will give Council something to go off of that other cities have done. The main thing is the City is in the at large area. Potentially, at large areas are going to get sixteen more stores. He's sure we don't want sixteen stores here if Council does allow it. However, these are ways that other cities have restricted them. The last page is Bill 1106. It's a Bill the Council should review because it gives money back to the City. It also states the City can drop its square footage from everything except elementary, high and secondary schools and parks with playgrounds. That means the City can put a store where it wants. If there is a place you would like it, but there happens to be a day care there, and that would be the best place for it, the City can put it there then.

Mayor Guzak thanked Mr. Shade for all the information he provided.

Bob McGowan, 120 Long Street, understands there is going to be a move to revisit marijuana retail sales. He wanted to know if he was correct. Mayor Guzak confirmed he is correct. Some of the concerns he heard were that the signatures that he gathered were not all Snohomish City residents. That is true. He set up a booth at Kla Ha Ya Days and most of the signatures were from Snohomish County residents, not necessarily from the City. So if the Council is going to go ahead and pursue trying to bring in a federal class one drug into the City, it is still illegal and he will go ahead and raise City resident signatures only to let you the know the citizens are not open to pot in the City of Snohomish. It blows him away that Michael, Derrick and Mr. Hamilton decide to bring it upon themselves to revisit the issue of pot. He sent an email earlier today to the Council and he would like the Council to state where they stand. Mayor Guzak responded that Council doesn't need to respond now. Mr. McGowan indicated he doesn't need an answer right now. There is enough history now with what this high grade pot is doing which includes birth defects and Washington State is number one in the nation for deaths from marijuana influenced impaired drivers. He is up in arms about this. When you look at the statistics of what is coming out of Colorado and what this is doing to our youth and what happens when a government agency starts to condone it by allowing it to be sold, it will take you down the wrong path. If you don't care about your kids that's one thing, but he cares about his kids. He comes from a drug culture and from selling dope and by the grace of God he was delivered. He's not going back and it's addictive. The potency of the pot today is so addictive. If you think we have problems with homelessness now, you should go ahead and keep pushing for this. We are at a point in our nation where we need to come together and this is another divisive issue. Mr. McGowan appeals to the Council to please not allow pot in. It's just not a good business proposition.

Christian Funk, Avenue A, wants to say that he doesn't disagree with the last remarks. There are concerns that he has as well. However, for the most part, he is all for pro-choice and for doing what got voted to happen. He is not trying to go against what the majority says. He feels the people spoke.

Close comments.

5. **NEW EMPLOYEE INTRODUCTION**: Curtis Galde

Mr. Schuller stated he is very pleased to introduce Curtis Galde as the newest City employee serving as Maintenance Worker supporting our Parks Department fifty percent of the time and our Streets Department the other fifty percent of the time. In the summer of 2014, Curtis was a seasonal worker at the City. He was here all summer and it was a great opportunity for him to see if this is a place that he would want to work for, and it's also been one of the longest interviews in the world. Prior to working for the City, Curtis worked for a

construction company at Yellowstone National Park and he also worked two seasons on a private yacht sailing up British Columbia and Alaska as a deck hand and chef. Curtis grew up in the Arlington area and we are very pleased to have Curtis on board.

Mayor Guzak welcomed Curtis to the City.

6. **PRESENTATION – ELECT** Mayor and Mayor Pro-tem for Two Year Term.

The process followed in past years is the Council passes a motion waiving the normal procedures of verbal voting to allow for a written ballot. Then nominations and elections will be held first for the Mayor, followed by the Mayor Pro Tem.

MOTION by Hamilton, Second by Rohrscheib, that the City Council waive the usual procedures to allow the vote by written ballot. The motion passed unanimously (7-0).

Councilmember Hamilton nominated Councilmember Guzak for Mayor, second by Councilmember Schilaty.

Councilmember Guzak asked City Attorney Grant Weed for any guidance he may have. Mr. Weed responded that as long as nominations have been open and there is only one nominee, the Council can submit their written choice or Council can dispense with that and take a voice call vote.

MOTION by Schilaty to take a voice call vote and appoint Councilmember Guzak as Mayor, second by Randall. The motion passed unanimously (7-0).

Mayor Guzak stated that she is very happy to serve.

Councilmember Hamilton nominated Councilmember Schilaty for Mayor Pro Tem, second by Mayor Guzak.

Councilmember Burke nominated Councilmember Rohrscheib for Mayor Pro Tem, second by Councilmember Wilde.

Mayor Guzak read the ballots with Councilmember Schilaty receiving four votes and Councilmember Rohrscheib receiving three votes.

Mayor Guzak confirmed Councilmember Schilaty's appointment to Mayor Pro Tem for a two-year term.

Attorney Weed recommended that the written ballots be forwarded to the City Clerk for the record.

7. **ACTION ITEMS:**

a. **SELECT** Council Liaisons to Board and Commissions

The Council was asked to review the list of current assignments to boards, commissions and other organizations the City participated with and determine their desire to either stay in their current liaison role or change. In reviewing the list, the following appointments were confirmed or appointed:

Planning Commission	Councilmember Hamilton
Design Review Board	Councilmember Wilde
Parks & Recreation Board	Councilmember Burke
Public Safety Commission	Councilmember Rohrscheib
Economic Dev. Committee	Councilmember Schilaty, Councilmember Randall
Chamber of Commerce	Mayor Guzak
Historic Downtown Snohomish	Councilmember Burke
Snohomish County Tomorrow	Mayor Guzak
Community Transit	Councilmember Hamilton

b. **AMEND** Warrant Signature Requirements – ADOPT Ordinance 2298

Ms. Olson stated this item requests amending Snohomish Municipal Code 3.32.010 which refers to the signatures on the warrants or the checks. Currently, the City Manager and the City Clerk are required signatures on all City warrants. The signatures are reproductions which are placed on the checks when printed. Staff proposes that the code be changed to reflect that the City Manager and the City Treasurer be signatures on the warrants as part of internal controls and efficiencies. A warrants signature by the City Treasurer will add final certification to the approval process for purchases and document those according to RCW.

Councilmember Hamilton stated this is the first time he has seen the title City Treasurer and wanted to confirm that the City Treasurer is the Finance Director. Ms. Olson confirmed the title City Treasurer refers to the Finance Director position.

Councilmember Hamilton asked why the City Clerk previously signed the checks. Ms. Olson replied through Ordinance 1397, adopted in 1978, authority was given to the City Clerk to sign checks. However, she is unaware of the specific reasons related to internal controls at that time. It may just have been the process for purchasing at that time. Currently, the City accomplishes these controls in a number of ways. There is a lot of duplication.

Councilmember Hamilton wanted to clarify that the warrants Ms. Olson refers to in this item are provided in the consent agenda for approval, and this is an additional checks and balance on the system. Ms. Olson confirmed that the checks do not go out until the Council has reviewed and approved the warrants list.

MOTION by Hamilton, second by Randall that the City Council adopt Ordinance 2298, amending Snohomish Municipal Code Section 3.32.010 Warrant Signatures authorizing the City Manager and City Treasurer as required signatures on all warrants of the City. The motion passed unanimously (7-0).

c. **APPROVE** Letter of Support for Sound Transit III Ballot Measure

Mr. Bauman states at the Council's December 15 regular meeting, the Council directed staff to draft a letter supporting the ST3 ballot measure. Specifically, to include the alignment that had been preferred by many of the jurisdictions within Snohomish County, including the City of Everett, the Economic Alliance Snohomish County and Snohomish County itself. As Council may be aware, the Sound Transit Board is currently reviewing options for the various project components that would be proposed to the voters in the November general election for the Sound Transit 3, also known as ST3. This set of projects is not yet formed and the Sound Transit Board initially started reviewing various

staff, consultant analyses and cost projections early in December and expects to approve a final list of projects for the ballot measure in April 2016. Exactly what path the light rail alignment takes from Everett, which is the current terminus for light rail under ST2 is not yet clear and is the critical issue addressed in the letter.

While the City of Snohomish is not located within the Regional Transit Authority and our citizens and transit riders within the City are not taxpayers for that particular system, the City still has a significant issue for our public in terms of how ST3 will serve our community, and the Council has very legitimate position in terms of addressing this issue with the Sound Transit Board.

The critical service objectives that have been endorsed by the City of Everett and many other jurisdictions within the County include a linkage to the aerospace center at Boeing Field as well as the proposed connection to Everett Station and then further northward an alignment to the education center that is at the Everett Community College and WSU campus.

The map shows the preferred alignment and the draft letter describes that proposed alignment as part of a support statement and this was taken directly from suggested language Mr. Bauman received from the City of Everett. The purpose of the letter is to express the Council's preferences and staff would be happy to adjust the letter in any form the Council would like.

Mayor Guzak stated she supports the letter as written. She is involved with Snohomish County Tomorrow and transportation has been the major issue for that. She is also involved with the Economic Alliance of Snohomish County. The two route proposals on the ST3 to go to the Boeing Center to service Boeing is absolutely vital to the economy of Snohomish County. Extending to the education center in north Everett is also critical. Mayor Guzak thinks that although Snohomish is a small City outside of the taxing district, she believes as a part of the regional system, the City's economy is directly tied to the whole County.

MOTION by Guzak, second by Burke to approve the comment letter to Sound Transit Board Chairman Dow Constantine be signed by the Mayor regarding Snohomish County light rail adjustments. The motion passed unanimously (7-0).

d. **APPOINT** Hal Moe Pool Advisory Committee Members

Ms. Johns states the action item before the Council is to approve nominations to the Hal Moe Pool Advisory Committee. The advisory committee will be master planning the building and entire block of Third Street to the north, Second Street to the south, Pine Avenue to the east, and Lincoln Avenue to the west. The block is currently occupied by the Boys and Girls Club, Skate Park, the playground and a section of the Centennial Trail. It is approximately four and one-half acres. The original pool facility was constructed by the Snohomish County School District. The pool was enclosed in 1989 and the facility was closed in 2007. The building was transferred to the City in 2013. Council has directed staff to complete a master plan for the property.

Currently, the building exterior and interior is damaged as a result of mold and mildew from water damage. However, the interior has some structural members such as aluminum which can be salvaged. The Hal Moe Pool Advisory Committee Mission Statement is to make recommendations for how this project could provide the community

a variety of compatible uses which support citizen needs in an affordable and feasible way.

The selection criteria for our nominees were a willingness to support this mission and to support the City Council's values. As a result of our public outreach, we have the following nominees for the regular committee: Kristel Armes, Mary Pat Connors, Colleen Dunlap, Bob Dvorak, Marta Grunsky, Jerry Hautamaki, Diane Rogers, and Shane Smith. Alternate Nominees are Bill Betten and Laura Huntington.

The Strategic Plan reference initiatives are as follows:

Initiative 1. Establish a sustainable model for strengthening and expanding our parks, trails, and public places;
Initiative 2. Strengthen our foundations for connecting neighbors and enhancing our neighborhoods;
Initiative 6. Cultivate local businesses and promote the City as a great place to do business;
Initiative 7. Strengthen the City's attractiveness as a regional destination; and
Initiative 8. Invest in Snohomish's civic facilities.

The recommendation is that the City Council approve the nominations for the Hal Moe Pool Advisory Regular Committee and the committee alternates.

Mayor Guzak commented that she appreciated reading all of the applications and having the City Council values reiterated. She is pleased the Council values are standing the test of time.

Councilmember Rohrscheib questioned whether it was a requirement that everyone appointed a committee member be a City resident. Ms. Johns replied committee members were not required to be City residents.

Councilmember Burke stated he wished to revisit Mr. Davis' comments regarding the appointment process for individuals on the various committees. He questioned whether there was room to broaden the field of applicants. Councilmember Burke understands the problems with making the committee too big. At the same time, he doesn't have a problem with listening to points of view that are different than his. He questioned whether the Council could make these committees a little larger to include a few more of these people that wished to be members.

Councilmember Schilaty stated she believes enlarging the committees to allow additional members would be a separate matter from this issue. Mr. Davis was discussing the Open Government Committee and possibly this could be discussed under New Business.

Mayor Guzak stated the Council is looking at eight members and two alternates. Generally speaking for group meetings, seven to nine members are considered most effective. Currently, the issue here is relative to the Hal Moe Pool Advisory Committee and the applicants that have been submitted and nominated.

MOTION by Schilaty, second by Hamilton to approve the nominations of Kristel Armes, Mary Pat Connors, Colleen Dunlap, Bob Dvorak, Marta Grunsky, Jerry Hautamaki, Diane Rogers, and Shane Smith for the Hal Moe Pool Advisory Regular Committee and

Bill Betten and Laura Huntington as Committee Alternates. The motion passed (6-1) with Rohrscheib voting nay.

Councilmember Wilde commented that as the Hal Moe Pool Advisory Committee goes forward he hopes that ideas are not limited. He wouldn't want to just see an indoor skate park or something along those lines that would only represent one demographic. He would like to make sure the City reaches out to as many people as possible.

8. **DISCUSSION ITEMS**

a. **REVIEW** Council Rules and Procedures:

Mr. Bauman noted that every two years the Council reviews its rules and procedures. He explained that Council should consider what changes it would like to see incorporated into a new resolution that would replace the existing rules and procedures Resolution 1311. Mr. Bauman reports that staff has not received any direction from Council to date regarding desired changes. However, staff has its own recommendations for Council consideration. This includes one new section and also some revisions to procedures for public comment. The communications technology is the major new section that is being proposed and these recommendations are generated by the more recent understandings that we have regarding the Open Public Meetings Act and the Public Records Act as it relates to use of technology. Of particular concern is the use of cell phones and cell phones for texting which is heavily influencing the changes that staff is recommending at this time. For example, the new legal understanding under the Public Records Act regarding the use of cell phones for texting requires the City to find a way to archive all texts related to City business. For this reason, it is staff's recommendation and a preferred option for City Councilmembers who will be using a cell phone and including texting as part of their City business to carrying a City cell phone. This which would be facilitated through our Information Services (IS) Division and staff will automatically archive all texts used on City phones. If Councilmembers prefer to use private cell phones, staff would recommend that the options either be to completely prohibit your own use of texting for City business or to find a way to archive your own texts, which may be problematic because there are not a lot of opportunities for managing that at this point. Also, Council needs to consider whether it wants to adopt a blanket approach for all Councilmembers or allow each Councilmember to make an individual decision about how they want to address use of cell phones and texting.

The other recommendation is a procedural change regarding public comments. Because we are engaging in an open government process starting in February, staff thinks it would be timely for the Council to consider making changes in the way City Council meetings incorporate citizen comment to allow up to three minutes for citizen comments on all action and discussion items rather than requiring citizens to come to the lectern and ask for permission to speak on those items. This would also avoid some confusion for citizens as to which comments are permitted at what time, and would allow them easier more access to understand how the agenda works.

Councilmember Burke believes that the Council should have City issued phones. If everybody is on the same platform it keeps everything simple and doesn't cost a lot.

Councilmember Hamilton concurs with Councilmember Burke. He noted record keeping is a nightmare for City staff but he understands the reasons for having it. Ultimately, he would be fine with a City phone. Councilmember Hamilton stated he declined use of a City issued iPad.

Councilmember Rohrscheib states he prefers to not use personal devices in responding to City matters. He uses his City issued tablet exclusively for City business and doesn't feel the City should spend the money on cell phones. He indicates he would be less responsive to it because it would be sitting in my house and he would probably lose it and his child would find a way to download games. Concerning public comments, he supports the idea of citizens being able to speak at any time on all issues. For example, if a citizen doesn't arrive until 7:30 pm., then they've missed their opportunity to speak.

Councilmember Schilaty states it is her view that each councilmember has to be personally responsible for their interactions with constituents, and if needed, to produce a record of that contact. She noted that based on what's been seen in national politics, it confirms how important it is to be responsible in our communications. Any system the Council adopts that will support transparency should be taken advantage of. Councilmember Schilaty noted that she also declined the City tablet. However, she is now eliminating her telephone landline and she doesn't want to publish her personal cell phone number. She would appreciate having a City number and will make it her own personal responsibility should she be contacted on her personal line to give them the City number. She does understand and appreciate that everybody has their own system and everybody will have to be responsible for their own behaviors and styles of doing business. Councilmember Schilaty states she doesn't believe there needs it needs to be mandatory for all Councilmembers, but she will select that option because it cleaner and easier for the City should there ever be a records request.

Mayor Guzak had a question concerning costs. She wanted to know if staff had an idea of costs should Councilmembers have their own City cell phones. Mr. Schuller responded that the City is part of a negotiated State contract with Verizon and have obtained favorable pricing. The price would be contingent on whether you order a smart phone at approximately $50.00 per month where there are no other additional charges, except taxes, or if you order a less than smart phone at approximately $16.00 per month. There are various phones available which include virtually unlimited data, phone and texting. Mayor Guzak inquired on the cost of a public records request. Mr. Bauman responded the cost of a public records request should the City not be able to produce the record, could be considerable and would be difficult to estimate.

Councilmember Hamilton supported allowing three minutes for citizen comments on all discussion or action items.

Morgan Davis, 206 Avenue I, stated at the December 15 Council meeting, he opposed the City spending $28,000 on citizen communications. However, a lot of the money is going to Ron Dotzauer's Strategies 360. Mr. Davis offered ideas on improved communications with the citizens and one of those ideas was what Mr. Bauman was now trying to incorporate, but he still doesn't have quite right. He stated this is a good example tonight. By saying you are going to allow citizen comments on an action or discussion item, you should do it just like a public hearing after questions, and before discussions and deliberations. It won't do any good to deliberate, make up your mind and then have the citizens at the tail end make a comment when you've already made up your mind. You are not listening to the citizens. That's why you have you the discontent in the City. You don't listen to the citizens. You barge right into discussing an issue. In fact at the beginning of the meeting, he states he asked the Mayor if citizen comments could be done after questions, but before deliberations and discussion, and she didn't do it. This change alone will improve citizen communication and open government more than the $28,000 the City is spending. Mr. Davis recommends changing Mr. Bauman's

wording on Discussion Item 8a, VI. Public Testimony, A. Oral and Written Comments. to add one sentence as follows: Citizen comments will follow Council questions, but before discussion and deliberations. Mr. Davis asked that the Council add this language. Mayor Guzak stated it would be considered.

Councilmember Burke supports Mr. Davis' requested change to the public testimony rules.

Councilmember Rohrscheib states he supports the language change and believed this was the existing procedure.

Mayor Guzak states that Council accepts the general wording that Mr. Davis proposed, and the issue concerning cell phone options has not been determined and will be discussed at a future meeting.

Mr. Bauman questioned whether Council wants any revisions to the text that was proposed in the resolution or whether council's further deliberations will only address how Council implements the policy as individual councilmembers.

Councilmember Burke replied that some councilmembers are going to use the phones more than others. However, he would prefer if communications were on a City phone.

Mr. Bauman states he understands and will bring back a future action item for Council to review the proposed new resolution regarding rules and procedures.

b. **REVIEW** Fireworks Code

Mr. Bauman states Council directed staff to bring back a discussion item regarding future changes of the City's fireworks code. State code provides a wide range of permissible options concerning both sales and discharge of fireworks. Snohomish County and various cities have assorted restrictive regulations. 63 of the 281 cities and towns in the State currently completely ban both sales and discharge of fireworks. Among the State's 39 counties, only 5 have banned both fireworks sales and discharge. In Snohomish County, the cities and towns that have adopted total bans include the cities of Edmonds, Everett, Gold Bar, Mill Creek, Mountlake Terrace, Mukilteo and the Town of Woodway. The Snohomish County cities of Brier and Marysville placed advisory measurers on the November 3, 2015 ballot and both measures received majority votes supporting prohibition of both sales and discharge. To date, neither of those cities have taken further action to adopt new code. The voters in the King County cities of Kent and Maple Valley also passed similar measures in the past general election.

The current regulations of the Snohomish Municipal Code allow sales from 9:00 a.m. to 10:00 p.m. on July 1, 2, 3 and 4th of each year and discharge is permitted by the same hours of 9:00 a.m. to 10:00 p.m. on July 1, 2, 3 and 4th. The City's code is not entirely consistent with Snohomish County's existing regulations. The County's Code only allows discharge only on July 4. The County Code also allows sales on July 5, but prohibits discharge on July 1, 2 and 3 and permits slightly later discharge on July 4 from 9:00 a.m. to 11:59 p.m. The public safety impacts typically involve both police and fire response. While the volume of 911 calls received for police response have not been large, the community has generated about twenty 911 fireworks related calls during the period of June 29 to July 5 during the past year. Many residents don't bother calling 911

because they know there is not sufficient police response to address the issues. By the time officers arrive on the scene, they often find the fireworks and those discharging them are gone. The typical number of medical calls requiring firefighter response from District 4 each year are relatively few according to Fire Chief Ron Simmons. The Snohomish School District has reported some impacts with illegal discharge of fireworks and additional clean up requirements over several days on school district properties and they have begun illuminating the parking lots overnight during this time to discourage illegal discharge.

Typical complaints are noise, smoke and debris left behind in the streets from private fireworks displays. Although not regulated by the State, an environmental regulatory concern may eventually develop regarding how fireworks debris and runoff from our streets during rain events may flush harmful chemicals into our stormwater system and contribute to further pollution of our local rivers and ultimately the Puget Sound. The options being presented by staff include the following: Revise either both dates and/or times allowed for sales; revise only dates or times allowed for discharge; revise only dates and/or times for sales; entirely prohibit both sales and discharge; or make no changes at all to the current code.

Police Chief John Flood and Fire District 4 Chief Ron Simmons met with staff to consider preferred options and are supporting the recommendation that is shown in the staff report to make the City code more closely aligned with the County code. This would entail limiting discharge to just one day per year on July 4th. Presently, staff does not recommend expanding sales to include July 5, which is allowed by the County. Further, due to the potentially controversial nature of a complete fireworks ban, staff recommends any complete ban be considered only if Snohomish County adopts a similar ban or if the City Council decides to place the matter before the voters as an advisory measure and that measure is supported by the voters. Any local government fireworks code change that is more restrictive than the State code cannot go into effect for one year after it is approved. Any code change adopted prior to July 4 of this year would not take effect until July 4, 2017.

Councilmember Hamilton asked Chief Flood discuss why his recommendation is to be more in line with Snohomish County's regulation. Chief Flood responded the reason the Police Department feels this is the best course of action is because it narrows the number of days that discharge can take place. If you can simply state discharge is allowed on July 4 between set hours, it's clean and easy to understand and easier to enforce. Limiting the number of days for discharge is much more feasible for law enforcement and the fire department to act upon. Councilmember Hamilton inquired if the police department was in favor of a complete ban or do they have a position. Chief Flood responded that he is not aware of what the Snohomish County Sheriff's Office position would be on this topic. Councilmember Hamilton asked what Chief Flood's position or preference was concerning the discharge of fireworks. Chief Flood responded his preference would be to ban fireworks within the City limits and that's just him speaking as John Flood. For the police department, he certainly supports the direction that the City Manager wants to take.

Councilmember Schilaty asked to hear from Fire Chief Simmons regarding this issue. Chief Simmons stated from the position of the Fire District and the Commissioners they need to do what is best for the safety of the public. The right thing to do would be to have an outright ban on fireworks. The reasonability of that is it won't happen. He stated fireworks is a simple issue. It has fire on the first of it, so 911 is called and guess who

goes first? They have no choice but to do so. Chief Simmons recognizes that by at least going to the same restriction pattern as the County and restricting it to one day, they are making an effort to get the public to understand there is a hazard to use fireworks and it's a step in the right direction. We don't want to have notions that this is a solution, because it's really not. One of the discussions we've had is the City does not have a history of damage to public or private buildings or people. For the general safety and the betterment of the community, the restriction is a start in the right direction.

Councilmember Schilaty asked City Attorney Grant Weed if the City were to consider an outright ban what would be the liability concerns if we not able to enforce the ban and something should happen? Attorney Weed responded the State fireworks code allows local cities and counties to implement more restrictive requirements including a ban. The general rule under the law is that the failure to enforce a general ordinance will not result in liability to the City. In the area of fireworks if somebody were to get hurt when there is a ban, it will not necessarily result in liability to City. It's not entirely different than the police department not being able to enforce every drunk driving violation. There just isn't enough manpower and the failure to enforce DUI laws does not result in liability. That would be a similar comparison.

Councilmember Rohrscheib states the Public Safety Commission drafted a letter that the Commission signed supporting the City adopting the same fireworks terms and restrictions as Snohomish County. The Commission would also support an outright ban if the issue came before Council.

Mayor Guzak questioned if the Council supported a ban and adopted an Ordinance in November 2016, would the ban take effect in 2018? Mr. Bauman stated that would be correct. Mayor Guzak inquired if the Council were to adopt fireworks restrictions in line with the County rules would it take effect in 2017? Mr. Bauman responded it would.

Councilmember Hamilton is not opposed in the interim to aligning with the County regulations, with the exception of not allowing sales on July 5 and placing an advisory measure to the citizens.

Councilmember Randall asked what it would cost to put the advisory vote on the ballot.

Mr. Bauman responded to put an additional item on the general ballot is difficult to estimate precisely but it's probably somewhere in the range between $2-5,000. It would depend on the number of other jurisdictions that have individual items on the ballot. It is a shared process and you can't anticipate which jurisdictions will have measures added at this point.

Mayor Guzak concurs with Councilmember Hamilton's general comments.

Councilmember Schilaty would like to see an outright ban for the reasons that Chiefs Flood and Simmons stated. She also understands that a stepped approach might be better and agrees with Councilmember Hamilton that the Council to align with the County and then perhaps put this before our citizens. Unfortunately, the problem is that often something tragic has to happen, and something is going to happen, it's just a matter of when. If we can prevent that from happening, it would be good. She has a feeling from what she has seen other communities do, that a vote would likely result in a ban and believes the City's outcome will be the same. Councilmember Schilaty notes there are many viewpoints to see a good fireworks in the immediate area, and she would like to see fireworks eventually banned.

Councilmember Burke supports and enjoys fireworks. He grew up lighting fireworks and has a lot of happy memories. However, he stated to be honest when he was younger, a lot of it was pretty dumb. He referenced statistics from the Consumer Product Safety Commission and it stated there are 10,000 fireworks injuries per year, 7,000 occur between June 20 and July 20. 76% are male. The most common group with injuries are 5 to 9 year olds. This is much higher than marijuana related accidents and is compelling information. He states last Fourth of July there were not a lot of fireworks as the sky was already orange and gray from all the fires in Eastern Washington and the temperatures were very high. This year, it appears the State is having a pretty good winter with a lot of snow pack. It's really unpredictable from one year to another.

Mayor Guzak heard from Councilmember Hamilton and polled the remaining Councilmembers relative to a full fireworks ban or for taking a stepped approach. Mayor Guzak and Councilmembers Randall, Rohrscheib, Wilde and Schilaty favored a stepped approach and Councilmember Burke supported a ban.

Council supports a stepped approach and will wait for the issue to come back to Council which follows Snohomish County's fireworks restrictions criteria, with the exemption of not selling fireworks on July 5, and for looking to hold an advisory vote in November 2016.

c. **REVIEW** Title 14 Clean-up – Ordinance 2296:

Associate Planner Ms. Eidem states the amendments contained in draft Ordinance 2296 address a variety of issues identified within Title 14. For the most part, the amendments are non-substantive. However, one has potential policy implications. The first amendment is SMC 14.65.030, subsection A, which addresses the Administrative Development Plan Process which is the City's Site Plan approval. Currently, there are no exceptions to an ADP. It is required in several land use designations prior to development, including where a detached single family is an allowed use. Staff and the Planning Commission believe there should be an exception for construction of a single family home. The review can be handled simply through a standard building permit application as with anywhere else in the City.

The next amendment is within the General Services Land Use Tables in 14.207.080. There are three changes proposed. The first one is where the land use tables may be subject to challenge in relation to religious institutions which cannot be held to a higher standard than comparable land uses. The proposed amendment would make churches, synagogues, temples and mosques an outright permitted use in the commercial designation where it currently requires a conditional use permit and also the mixed use designation where it is currently not permitted.

The second amendment in the commercial designation would remove note 2 from the social services land use and relocate it to childcare land use. The note specifies a child drop off and pick up schedule or system that meets DSHS standards as well as imposing limitations on outdoor play areas. This note was likely applied to social services rather than childcare in error when it was initially adopted. This amendment would correct that. Related to that is revision to the language of the note itself which is in 14.207.085. The note includes a limitation on when children are allowed to play outside. This limitation is difficult to enforce and not likely to increase impacts related to incompatible land uses. So, the proposal is to remove the time schedule.

The third change to the General Services Land Use Tables was recommended by the Planning Commission who identified a perceived deficiency with how schools are treated. The Commission felt that elementary or middle/junior high schools and secondary or high schools should be permitted uses in the commercial and business park designations and staff concurs.

SMC 14.210.110, subsection A. precludes granting any permit for an existing building that crosses a property line. The encroachment must first be cured through a boundary line adjustment as it's written. This requirement puts the City in an untenable situation where a permit would have to be denied if there is an historic encroachment. Encroachments are a civil matter rather than a regulatory issue. Setback requirements would restrict new buildings and additions from encroaching too, so the proposal is to remove that subsection entirely.

The next amendment is standards for setbacks in the business park designation, which actually appears in two places within the code and is not consistent in those two places. As listed in the text of Section 14.210.230 c. with a requirement for a 20 foot setback from all rights of way. It is also listed in the dimensional tables 14.210.330 with a requirement for a 20 foot front yard setback, a 10 foot rear yard setback and zero side yard setback unless the side is on another street, in which it would be half of the front yard setback or ten feet. The two provisions agree on a 50 foot setback when the property abuts a residential designation and also on an exemption from the front yard setback for buildings that are designed for office and retail use. The Planning Commission recommended a third option which was to remove all setback requirements except when the property is adjacent to a residential designation and then the 50 foot separation would remain.

For anything designed for office and retail, the front yard setback goes away, which would then make the side yard setbacks reduced to zero as well. We have a situation where this has been an issue at 1805 Bickford Avenue which is a relatively small parcel. It was recently for sale. The City had several inquiries from people that did not want to develop it for office or retail. The 20 foot setback significantly reduces the developable area of the property. The interested buyers opted not to develop the property partially due to this requirement.

The proposed amendment would remove all setbacks including the rear yard. The development instead would instead be subject to other regulations to control site layout.

In Subsection f. of Section 14.210.330, the height limit in the business park designation is 45 feet or three stories, and as written, there is an additional foot of pipe granted for each additional foot of structural setback up to a maximum of 60 feet or four stories. As written, this was granted through variance although it is not clear whether it should processed under the quasi-judicial land use variance provision of chapter 14.70 or if something else was intended there. The proposal is to remove the variance requirement as well as the reference to stories. When the height increase is incremental, it doesn't necessarily make sense to also have a limitation on stories.

The next amendment is to the dimensional tables, 14.210.330. It is primarily housekeeping issues as well as incorporating the setback revisions. Staff has attempted to remove duplications, bring order to the numbering system and remove several non-dimensional standards which are addressed elsewhere in the code.

The final amendment is 14.290.040. This removes a specific dollar for payment of school impact fees. Instead of being listed in the code, it would be relocated to the adopted fee schedule. Impact fees are paid directly to the School District. However, the City is responsible for insuring that the fees are paid before issuing a permit for construction. The School District develops a new Capital Facilities Plan every two years and there is potential for a revised fee amount with each adoption. It is more efficient to update the fee resolution rather than going through a code amendment process.

Mayor Guzak questioned if the Council were in accord with the code amendment proposals as presented by Ms. Eidem, would there be a public hearing scheduled at a future date. Ms. Eidem confirmed the Public Hearing date is tentatively set for February 2. Since the amendments are housekeeping in nature, only one public hearing is required.

Mayor Guzak acknowledged that the deep cleaning process of Title 14 has been extensive and Council appreciates both Ms. Eidem's and Mr. Dennison's efforts.

Councilmember Hamilton also recognized that staff and the Planning Commission have been doing great work and he concurs with staff's recommendations.

9. **CONSENT ITEM**

AUTHORIZE payment of claim warrants #57895 through #57982 in the amount of $626,480.08 issued since the last regular meeting

MOTION by Hamilton, second by Rohrscheib to authorize the payment of claim warrants #57895 through #57982 in the amount of $626,480.08. The motion passed unanimously (7-0).

10. **OTHER BUSINESS/INFORMATION ITEMS:**

Mayor Guzak brought the issue of whether Councilmembers were interested in signing a letter to the state senators and representatives regarding the benefits of Learning Lab. Mayor Guzak received information on the program via email previously, but has not had an opportunity to review it thoroughly. She asked the Council for their thoughts.

Councilmember Burke would like additional time to review the materials. Councilmember Rohrscheib would also like more time to review what the program entails. Mayor Guzak stated the letter would be brought back as an action item at a future meeting.

Councilmember Hamilton wants to revisit a citizen comment issue from the property owner at 218 Cedar Avenue and asked staff to inform Council a bit more about what is going on and what the problem is.

Mr. Schuller responded that if a water main breaks tonight at 2 am, it's very clear who is responsible to fix it. It is the City. It's in the public street. We own the water line. When it comes to a stream, i.e., stormwater which runs through private property, it's not as easy as it's the City's responsibility to take care of that problem. The City as part of its previous stormwater comprehensive planning has put this preliminary project on its list of projects to complete in 2012, and that project was scheduled in 2020 or beyond the six years that were being planned at that time. Mr. Schuller stated he has done a draft CIP change and it will be brought back to the Council later this year. In January 2014, Council approved our

stormwater rates for 2014-2016. Staff will be returning to Council this year to review stormwater rates for 2017-2019 which will have an impact on when this project can happen. The other part of the discussion will be how this project priority may affect other projects. One project is the Blackman's Lake project which we have been working on a for a long time. The CSO separation projects which removes the stormwater from our wastewater system is also very critical. In December 2015, we were very close to exceeding the allowed limit of how much water can go into our plant. Our current allowed limit is 2.8 million gallons per day and we're going to be somewhere around 2.7 million. The CSO separation project will stay ahead of this project, due to City agreements with the Department of Ecology. Lastly, we have the Holly Vista property owners who live on a road that is a mess. It's one of our worst roads. They don't have a stormwater system and that's part of the reason the pavement is decayed. The water just sits there and erodes the pavement. As part of correcting the problem, the City will be completing a stormwater and pavement project as approved by the Transportation Benefit District's ten year plan.

Lastly, the real issue is between Second Street and First Street near Glen Avenue where there is a stream that has been covered sometime between 40 and 100 years ago on private property and also over a couple of roads, including Second. The City doesn't know what's underneath the ground there. Over several decades, the City has tried to get a camera down there, but there are so many rocks, logs and sticks, we can't even get through this private system. We have some responsibility over the right of way portion, but on the private side, we don't. The current preliminary plan is to abandon that system and install a new pipe in the City right of way which would take those flows and allow the private system to remain unchanged.

Councilmember Hamilton summarized his understanding of the problem. There is a creek that has some obstructions and when we have heavy water events, it backs up on to this particular property. Eventually, the City will address it by creating a new system. Councilmember Hamilton compared the problem to something he saw in California where there was an extremely deep valley where Highway 101 runs. The creek must be 100 feet below the road level on the side of a hill and along that road there is a mark for a high water event and what happened was there was so much water that it created a hydraulic dam downstream and just backed all that water up. In essence, he believes that's what happening here. While the City eventually intends to address the problem, it's really not the City's responsibility at this point, and he understands the property owner's frustration.

Attorney Weed reiterated the law of surface water runoff is very complicated. The important thing to remember is public entities do not have a legal duty or responsibility to rectify every surface water runoff and flooding issue that might occur within the City limits. It goes back to what the courts refer to as the common enemy rule. If you think of Swifty Creek probably having run somewhere near its current alignment back before there was any City development and when it was natural forested land, that natural corridor is the surface water runoff that was established. Only when a property owner, private or public, starts to materially alter the course of that general drainage corridor, can there be some liability. The concept is all property owners are entitled to allow their runoff to contribute toward the general drainage corridor that was established prior to buildings, construction and development and a City does not necessarily take on full responsibility when those systems fail for various reasons. While the City can assist through its planning process to develop systems, it doesn't necessarily have a total responsibility to rectify it.

Councilmember Burke asked if the property was purchased in 1982.

Mr. Schuller is not sure. He believes the property owner was referring to the bypass which was installed in the early 1980s, which took a lot of the flow that comes down from Blackman's Lake to the Aquatic Center and which now goes to the Pilchuck River. Most of the flows go that way.

Councilmember Burke asked if there was actually more water there when it was purchased.

Mr. Schuller responded the water shed was larger than what went by her home before the early 1980s, and that watershed has been split. That is one way to think of it.

Councilmember Burke asserted that it would have been worse back when it was purchased.

Mr. Schuller doesn't know. There are no specific records available on what the flow has been and we don't keep records on flow today. That could be a conclusion, but it's unknown.

Councilmember Burke questioned whether it would be worth moving it up in priority at all.

Mr. Schuller states the Council will make priority decisions based on upcoming discussions.

Councilmember Rohrscheib asked if there is anything the homeowners can do in the meantime to alleviate some of these problems.

Mr. Schuller reiterated that the City does not have any measurement data or automatic sensors to record where the flow has been. According to Ms. Foley and as verified by the City engineering staff, there is a large ravine there. He is not sure how deep it is as there is no vertical data. There is a massive amount of ground water that comes from underneath the school that you can see flowing even in the summer time into this ravine. Ms. Foley informed him that her son took an 8 foot long piece of wood, and the water got as high as within 6 feet to the top of her property where her fence is. So the water is vertically 6 feet below. He's not aware of the water getting into her fence line in the last 30 years.

Councilmember Rohrscheib mentioned that she also brought up there is no ability to remove the oil from the water and would like staff to comment on that.

Mr. Schuller responded that if a development was completed before the 1960s, there was no requirement to remove contaminants and it would go straight into the stream. If you have a newer development in the 1980s or 1990s, the requirements to remove contaminants increased.

Councilmember Rohrscheib wanted to be confirm when Swifty Creek really backs up the Aquatic Center, or the former Freshman Campus, especially during the winter months that it is a part of what Ms. Foley is speaking of.

Mr. Schuller replied it is a part of that flattening, where it drops from Blackman's Lake down to the Freshman Campus and hits that low stop and goes over the bank. There is a long history there that predates Mr. Schuller's time at the City.

Mayor Guzak thanked Mr. Schuller and acknowledged that City staff has been working hard to assist Ms. Foley. It is her understanding Ms. Foley owns the property at 220 Cedar, but noted there are two additional lots down the ravine which are also her private property. The lots in the ravine are currently under water. What moved Ms. Foley to get involved here was the granting of Mr. Brandvold's conditional use permit and the right to build two single

family lots as long as he did mitigation, which included installing a retaining wall at the back of the property. Ms. Foley feels this action actually adds more silt. It's a complicated issue. Mayor Guzak would like to evaluate issues around private property and public money.

Councilmember Hamilton would like to know if there is a danger of the underground flow creating any problems.

Mr. Schuller doesn't know. The City doesn't know what kind of pipe it is, how old it is and there is no camera that can get down there. The answer is maybe.

Mayor Guzak thanked Mr. Schuller for his work and information.

11. **COUNCILMEMBER COMMENTS/LIAISON REPORTS:**

Councilmember Schilaty wished to address comments previously made about the Open Government Committee and Adrian Duran. She acknowledged that Adrian Duran is living at her residence. He is a wonderful young man, who is first generation Mexican and he approached her about applying for the Open Government Committee. She thought he would be a very good candidate and she encouraged him to apply. Councilmember Schilaty states she was very open with everybody that he is a friend of hers. Mr. Duran has a heart to serve the Hispanic community, a representative the City did not have in any other applicants for that committee. She believes that is why the selection committee chose him. Mr. Duran is not a personal representative of Councilmember Schilaty by any means, but of his community for the City of Snohomish. She also wanted to address what Councilmember Burke spoke to earlier. There are a few applicants that were not asked to be on the committee because of the need to keep the committee to a certain size. However, potentially these applicants could be alternates if for some reason a committee member had to resign. She also wanted to remind everybody these committee meetings are open to the public. For the Open Government Committee meeting and she believes for the Hal Moe Pool Advisory Committee there will be public comment periods at each meeting and those comments will be part of the record and taken under advisement by the committee members. It's a very open and transparent process and she encourages the community to be involved and participate.

Councilmember Burke concurred if committee members need to step down than alternates are a possibility. He would like to encourage citizens to participate.

Mayor Guzak agreed with Councilmember Schilaty that the application from Mr. Duran was exceedingly complete, articulate, thoughtful and impassioned. She was very happy to recommend her vote to appoint him to the committee.

Councilmember Hamilton states that the Planning Commission will be meeting at the School District Boardroom tomorrow night at 6:00 pm. They will be discussing wireless communication facilities. Council should expect to see an ordinance at a later date. Community Transit has its annual board meeting on Thursday, February 3.

Councilmember Burke wants to confirm that at the last HDS meeting, they decided to remove all special event fees and permits. Staff confirmed that was the case. In reference to downtown Snohomish, he states the decorations were as lovely as he has ever seen. Relatedly, he spent a few days making that large box for the tree, which got him thinking about the downtown public restrooms. He knows it has had problems with vandalism. He was wondering if there is something Council could do to make that facility more attractive. Downtown is active and there is a lot of traffic down there. He is aware the bathroom is

getting a lot of use from the homeless population at night, but a lot of people are using it during the day and it needs some work.

Councilmember Rohrscheib spent New Year's Eve with Sergeant Fenske at the Snohomish County Sheriff's Department and Snohomish Police Department. He indicated he watched the fireworks at midnight in a patrol vehicle parked at McDonalds. He reports it was another relatively boring evening in the City. He mentioned this is probably his eighth or ninth ride along in the City, and it's a great compliment to the Chief and how he operates and oversees the department. He noted more than one person received a ride on New Year's Eve. There is great interaction with the citizens. It's pretty amazing to see somebody crash a stolen car and the passenger in the vehicle gets offered a soda pop at the police department. He was really impressed. He has seen a lot of officers get into frustrating situations where they could really lose their cool, and instead they remain completely calm. Councilmember Rohrscheib had anticipated a lot of New Year's Eve shenanigans, but it was a boring night. First Street definitely had a lot of officers on foot making sure everything stayed calm. The Time Out was the first to close around 1:00 a.m. He wanted to know if there was an update on the Time Out's liquor license.

Chief Flood responded that the latest information is they have two actions pending. One has to do with one of the owners potentially having their license suspended as a result of the owner's actions. That is in effect for both of their businesses, one in the City of Kirkland and the other in Snohomish. The action concerning the request from the City to not renew their license is still under review. There is no court date or additional hearings scheduled at this time, but the Time Out is still operating under a temporary sixty day license. They are on their second sixty day license.

Councilmember Rohrscheib thanked the large number of citizens in the audience tonight for being involved in their community. He spoke against the committee that was forming for the Hal Moe Pool Advisory Committee because there are people on that committee that don't reside within the City limits. That is important to him. He states if you have the ability to vote on issues within the City, you should be the one to sit on City committees.

Councilmember Wilde thanked City staff for being accommodating and working with him over the past few weeks to get him up to speed on what staff does, and the behind the scene duties that a lot of people take for granted that makes our City a great City. He also wanted to reach out to Chief Flood and their entire team. Councilmember Wilde stated he has lived in Snohomish his entire life, and he hasn't seen a better presence from our police force since coming home from Hawaii. He believes other officers in the area like to come spend time with our Snohomish City police and it's a good thing to see.

12. **MANAGER'S COMMENTS:**

Mr. Bauman has two items. The first is the change in the Council makeup requires the City to reshoot the group City Council photo. He proposed this be done on February 2 prior to the regular meeting. If Council agrees, he would like to schedule it for 6:15 pm on Tuesday, February 2 and to stage it in the Fire District Training Room. If Council agrees, he will be happy to serve as the photographer.

Mayor Guzak believes meeting at 6:15 pm prior to the regular meeting will work well and she appreciates that Mr. Bauman creates an excellent photographic space for the Council and she appreciates his expertise in that regard.

Mr. Bauman noted the City had a catastrophic failure with the HVAC system at the police

department. The result of that is the need for a complete replacement of the unit serving the back portion of the building. Mike Johnson who handles facilities and repair issues including the police department provided two proposals. One is to purchase a unit that is less than $15,000 and under the City Manager's signing authority. However, it's a little less efficient and also not eligible for a PUD rebate. A little more expensive but efficient system which would serve the City well and reduce operating costs over time is $16,657.00. However, with a PUD rebate of $970.00, it would bring the total cost once installed to $15,687.00. This is a little more than $700.00 over the City Manager's signing authority. Mr. Bauman has already given Mike Johnson approval to order this item, as he believes it is the right way to go, but wanted to obtain Council consent to exceed his signing authority so he can move forward with the purchase and installation.

Council provided its consent to purchase the recommended unit and exceed the City Manager's spending limitation.

13. **MAYOR'S COMMENTS**

Mayor Guzak stated it was the pleasure of several members of the community, including Warner Blake, Councilmember Hamilton and others from Yoga Circle Studio to participate in the winter solstice candlelight walk at the river. In the ten years she had done this, she recalls it snowing one year and it snuffed the candles. This year, it was drenching, but a beautiful event. She thanked Councilmember Hamilton for showing up and being part of the team.

Mayor Guzak also mentioned the lunch to honor Torchie Corey was a wonderful event at Collector's Choice and she wished to thank the organizers and Councilmember Randall for attending. She believes Ms. Corey was touched as they were touched by her many years of service.

Mayor Guzak reminded Council regarding the five year financial plan that it is time to get the copy of the reserves risk analysis template back to the City by January 12, 2016.

She mentioned she serves on Snohomish County Tomorrow's Executive Committee, which met that morning and she is perpetually impressed with the quality of people who attend that meeting and the good work that both the cities and the county is doing. Mayor Guzak noted how important it is to have cities and counties working together especially on transportation issues and congestion relief. She mentioned there are new executives with Snohomish County, Sound Transit and Economic Alliance and she is looking forward to working closely with each of them for the City of Snohomish.

14. Adjourn to **EXECUTIVE SESSION** at 9:20 pm to discuss Sale or Lease of Real Property, with possible action to follow.

15. Reconvene and **ADJOURN** at 9:40 p.m. with no action taken.

APPROVED this 19th day of January, 2016.

CITY OF SNOHOMISH	ATTEST:
_____	_____
Karen Guzak, Mayor	Pat Adams, City Clerk

PUBLIC HEARING 5

Date: January 19, 2015

To: City Council

From: Mike Johnson, Public Works Services Manager

Subject: **Resolution 1336 Sale of Surplus Vehicles**

The vehicles listed in Exhibit A of Resolution 1336 have reached or exceeded the end of their useful life as determined by the department responsible for the vehicle and equipment. The City's Fleet Department has also confirmed that these vehicles and equipment no longer meet the minimum standard for one or more of the following: safety, maintenance costs and usefulness.

Vehicle: EP-57, 1999 Dodge 1-ton flatbed, was previously used as City of Snohomish Public Works Street Department main work vehicle (non-utility). This vehicle condition is poor due to its age, high mileage, poor brakes, worn out tires and failing transmission. The cost to make repairs and keep this vehicle in safe operating condition exceeds the value of the vehicle.

Vehicle: EP-109, 2005 Ford F-450 flatbed, was previously used as a utility vehicle for the Public Works Wastewater Collections Department. This vehicle suffered a catastrophic engine failure causing its need for replacement. A new replacement 6.0 diesel engine combined with the high maintenance cost of this engine far exceeded the value of the vehicle.

- This vehicle requires a public hearing prior to the sale of this surplus vehicle.

Vehicle: EP- 125, 2000 Ford E-450 van body with gen set and air compressor, was previously used as the main Public Works Water Distribution Department vehicle. This vehicle condition is poor due to its age and consistently heavy use and heavily loaded working conditions. The cost to maintain this critical vehicle in a safe and cost effective manner has exceeded the value of the vehicle.

- This vehicle requires a public hearing prior to the sale of this surplus vehicle.

The items of inventory belonging to the City as shown hereto are declared to be surplus to the foreseeable needs of the City and the property described will be sold by a public auction (Exhibit B).

STRATEGIC PLAN REFERENCE: Initiative #5: Become more environmentally sustainable.

RECOMMENDATION: That the City Council PASS Resolution 1336 authorizing the sale and disposal of surplus vehicles and equipment as described in Exhibit A.

ATTACHMENT: Draft Resolution 1336 and Exhibit A - List of Surplus Vehicles

CITY OF SNOHOMISH
Snohomish, Washington

DRAFT RESOLUTION 1336

A RESOLUTION OF THE CITY OF SNOHOMISH, WASHINGTON, APPROVING THE SALE OF CERTAIN PERSONAL PROPERTY DECLARED TO BE SURPLUS TO THE CURRENT AND FORESEEABLE FUTURE NEEDS OF THE CITY

WHEREAS, City staff has certified to the City Manager that certain personal property presently owned by the City is in surplus of City needs, and that the property is of no present or foreseeable future use to the City of Snohomish; and

WHEREAS, the City Manager has certified to the City Council that said property, as set forth on Exhibit A to this resolution, is surplus to City needs and of no present or foreseeable future use to the City of Snohomish; and

WHEREAS, the public interest would be served by the sale of this property, which is surplus to the needs of the City;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF SNOHOMISH, WASHINGTON AS FOLLOWS:

That the property described in Exhibit A may be sold by a public auction held by the City or a public auction held by a private auction company, or by a bid process to be determined by the City Manager, based on which option is likely to result in the greatest net return to the City.

- The notice of sale shall be published at least once, in a newspaper of general circulation, describing generally the property to be sold, and not less than ten (10) days prior to the sale; and

That there may be deducted from the sale proceeds, the costs of conducting the sale and that the net proceeds of sale shall be deposited in the appropriate equipment replacement fund, or, at the discretion of the City Manager, used to offset the cost of replacement equipment.

PASSED by the City Council and **APPROVED** by the Mayor this 19th day of January, 2016.

CITY OF SNOHOMISH

By _____
Karen Guzak, Mayor

ATTEST:

By _____
Pat Adams, City Clerk

APPROVED AS TO FORM:

By _____
Grant Weed, City Attorney

Exhibit A

The following items are declared to be surplus to the needs of the City of Snohomish:

List of Surplus Vehicles:

1) EP-57 – 1999 Dodge one ton flatbed.
   Vehicle Identification Number: 3B6MC36521M276311

2) Wastewater Collections:
   EP-109 - 2005 Ford F-450 cab and chassis.
   Vehicle Identification Number: 1FDXX46P76EA19626
   (Flatbed was reused on replacement vehicle)

3) Water Distribution:
   EP-125 – 2000 Ford E-450 Van body with gen set and air compressor.
   Vehicle Identification Number: IFDXE45F8YHB32419

PUBLIC HEARING 5

ACTION ITEM 6

Date: January 19, 2016

To: City Council

From: Denise Johns, Project Manager

Subject: **Approval of Resolution 1338, Establishing a Parks Naming Policy**

The purpose of this agenda item is for the City Council's consideration of Resolution 1338 to establish a Park Naming Policy and Interim Naming Policy.

BACKGROUND: The City's Park Comprehensive Plan Policy item PRO 4.5 calls for the development and adoption of a parks naming policy.

ANALYSIS: At the October 20, 2015 Council meeting, Council provided direction for the development of the procedures and criteria for a Parks Naming Policy and Interim Naming Policy. The proposed Parks Naming Policy calls for the formation of an ad hoc *Naming Committee,* to be appointed as needed. Council directed staff to present the proposed policies to the Parks and Recreation Board for their comments on the following:

1. The necessity of another (Naming) committee; and
2. Could the Parks Board serve as the Naming Committee?

At the October 28, 2015 meeting of the Parks and Recreation Board, the Board endorsed the Parks Naming Policy and Interim Naming Policy (Attachment B). The proposed *Naming Committee* was discussed and determined that the best method would be to include Council, Parks Board, City Management and possibly staff and citizen representation.

STRATEGIC PLAN REFERENCE: Initiative #1: Establish a sustainable model for strengthening and expanding our parks, trails, and public spaces

RECOMMENDATION: That the City Council PASS Resolution 1338 thereby adopting a Parks Naming Policy and Interim Naming Policy effective February 15, 2016.

ATTACHMENTS:

A. 11/28/2015 Parks and Recreation Board Meeting Minutes
B. Resolution 1338

REFERENCE:

A. 11/20/ 2015 City Council Meeting Minutes (pages 19-20 of 11/3/2015 Council Packet) (http://www.snohomishwa.gov/AgendaCenter/ViewFile/Agenda/11032015-547)

ATTACHMENT A

CITY OF SNOHOMISH

Founded 1859, Incorporated 1890

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

NOTICE OF SPECIAL MEETING

PARKS AND RECREATION BOARD

At the Todo Mexico Banquet Room
1101 First Street

NOTE TIME AND LOCATION

WEDNESDAY
December 16, 2015
6:00 p.m.

7:00	1.	**CALL TO ORDER** – Roll Call
	2.	**APPROVE** the minutes of the October 28, 2015 meeting *(P. 1)*
7:05	3.	**CITIZEN COMMENTS** on items not on the agenda
7:15	4.	**PRESENTATION** – 2015 Park Report (slide show to be presented at meeting)
7:45	5.	**DISCUSSION ITEM** – 2016 Work Calendar
8:30	6.	**OTHER BUSINESS/INFORMATION ITEMS**
8:45	7.	**ADJOURN**

NEXT MEETING: The next regular meeting is scheduled for Wednesday, January 27, 2016 at 7 p.m. in the Snohomish City Hall Conference Room, 116 Union Avenue.

Meeting Guidelines

The Snohomish Parks Board always welcomes the professional and respectful comments from members of the community.

- Meetings end at 9:00 p.m. unless a majority moves to continue.
- Citizen comments are limited to three minutes.
- Each Agenda will have time allocations for each item.
- Agenda items will be discussed in the following format: Staff Presentations, Citizen Comments, Board deliberation, and action.
- All Agendas will include the annual Calendar.
- Agendas will be emailed to Boardmembers.

Parks and Recreation Board Meeting Calendar – 2015

Month	Agenda Topics
January	a. 2015 Work Calendar b. Metropolitan Park District Update c. Hal Moe Pool Site Master Plan Update d. Stocker Property Improvements and Master Plan Update e. New Parks Project Manager Update
February	a. Volunteer Opportunities – Wildlife Refuge Small Projects b. Metropolitan Park District Update c. Hal Moe Pool Site Master Plan Update – Steve Schuller to present
March	a. Metropolitan Park District Update b. Hal Moe Pool Site Master Plan Update c. Wildlife Refuge Small Projects d. Joint Park Foundation Meeting e. 2000 Ludwig Tenant Recommendation
April	a. 2000 Ludwig Tenant Recommendation b. Stocker Property Improvements and Master Plan – Boat Launch fee discussion.
May	a. Hal Moe Pool Site Master Plan Update
June	a. Wildlife Refuge Small Projects
July/August	a. Walking Tour – 8/26/15 – Stocker Property b. RFP's for Architect – Hal Moe Pool Site
September	a. Stocker Property Improvements and Master Plan
October	a. Budget – CIP b. Park Naming Policy c. 2000 Ludwig House – AIR/Caretaker/Renter d. Boat Launch Parking Fee
Nov/Dec	a. 12/9/2015 Meeting date b. Annual Accomplishments Power Point Slide Show (30-40 min) c. Universal Access ADA Assessment – Park and Improvement Plan (need to advertise for citizen volunteers. e. 2016 Work Calendar

AGENDA ITEM 2

CITY OF SNOHOMISH

Founded 1859, Incorporated 1890

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

Parks and Recreation Board
Meeting Summary
October 28, 2015
City Hall Conference Room
116 Union Avenue

1. **CALL TO ORDER**: Meeting was called to order at 7:00 p.m.

Roll Call:
Present:

Park Board:	**Staff:**	**Citizens:**
Lya Badgley, Chair	Denise Johns	Melanie Russell
Chris Harper	Mike Johnson	
Steve Ooton	Angela Evans	**Parks Foundation:**
		Ed Poquette

Absent:
Lea Ann Burke
John First

2. **APPROVE MEETING SUMMARY**: The September 23, 2015 summary was approved as written.

3. **CITIZEN COMMENTS** on items not on the agenda - None

4. **DISCUSSION ITEMS**

a. Project Manager Updates

1. Hal Moe Pool

Ms. Johns updated the Board on the Hal Moe Pool advisory committee. It is also on Facebook, Twitter and the City's webpage. Next week an article will be in the City Manager's newsletter. Staff confirmed the committee would likely meet once a month for the next two years.

2. Corey McCrea

Ms. Johns showed the Board a mock-up plaque. It represents what would be placed near the skate park at Hal Moe Pool. The plaque is estimated to cost $1500. Staff feels it should be a

stand-alone element at the park and be made of bronze metal. Chair Badgley expressed concerns about too much signage at the park and wanted to make sure the plaque was done in an honorable way without contributing to visual blight. Mr. Johnson suggested attaching the plaque to the main, front side of the concrete. Chair Badgley asked if there was some way to incorporate the plaque into the skate park itself. Ms. Johns said that once the text of the plaque is finalized, the family will be involved in the placement of the plaque and she will be sure to relay the Board's suggestions to the family.

3. Boat Launch

Ms. Johns showed the Board recent pictures of the boat launch project. A pathway will connect to a future trail and pedestrian bridge. The progress photos ofactual boat launch and bank-stabilizing materials were shown.

4. Pedestrian Bridge

Ms. Johns updated the Board on the bridge's future location, to be located at the end of Maple Avenueadjacent to Cady Landing drainage.. A picture of dock construction materials was shown to the Board. Currently, the City is considering using existing pre-fabricated decking material and simple handrails. As an example, a picture was shown of the pre-fabricated metal grate used at Blackman's Lake dock. The project has been submitted to SEPA. Once returned to the City, it will then be submitted to JARPA. Because structural engineering costare estimated at approximately $8500, the City is looking at purchasing a pre-fabricated bridge from a bridge manufacturer to compare costs.

5. Park Planning on Streetscapes

Ms. Johns presented two upcoming street/park streetscapes studies. These two studies will address three elements of the City's Development Plans; the Municipal Code, the Parks and Recreation Open Space Long Range Plan, and the Stormwater and Surface Water Management Plan. The first study involves redesigning the sidewalk area outside the City Engineering Office at 112 Union Avenue. The goal is to improve the streetscape while modeling stormwater management. In addition, staff will be exploring the possibility of a streetscape along Second Street. Staff will be investigating the possibility of incorporating low-impact development pedestrian-oriented ideas to create a safer access-way more characteristic of the community.

Mr. Harper felt that the Union Avenue streetscape will not be as visible and suggested the Second Street project be done first. Staff agreed Second Street is an important City corridor and assured the Board planning for Second Street will occur at the same time as the Union Avenue project. Both Union Avenue and Second Street are studies in the earliest stages of planning and scoping with the community comments to be part of the next steps.

Chair Badgley asked if streetscapes will be incorporated into the entire length of Second Street. Staff confirmed bulb outs, parkways, and permeable sidewalks, seating areas and if possible, and medians all along Second Street would be a part of the study. The City will be using species

AGENDA ITEM 2

from the approved tree list while making sure that signage for surrounding businesses will still be visible.

Chair Badgley was happy to see the Second Street was a priority. Mr. Ooton asked if there is a long term plan for other streets in town that will connect and benefit the entire community. Ms. Johns agreed long term street tree planning would be important to the City.

b. Naming Policy

The proposed naming policy was presented to City Council at their last meeting, and requested Parks Board's comments. Chair Badgley felt assigning an interim number to a park or facility would not work. She is also worried about the City having one more committee with one more set of meetings. It is her recollection Councilmember Burke suggested naming go straight to the Parks Board, who can then reach out to the community for naming feedback. Ms. Johns understood her concerns, but stated the purpose of a naming committee will be to involve Parks board, Staff, a Councilmember, and possibly a community member. Chair Badgley is concerned about contentious meetings involving many different ideas and wishes the meetings could simply be avoided. She suggested the naming committee meetings be combined with the Parks Board meetings but recognized the value of assembling a separate naming committee; and recommended Staff proceed.

c. AIR/Caretaker Program

Ms. Johns updated the Board on the idea of interim residential use of the property at 2000 Ludwig Road which was presented to Council at their last meeting. Council has directed Staff to further investigate the Caretaker scenario. Ms. Johns will be working with City Management to develop a contract to include the caretaker's scope of work and responsibilities. It was discussed that the position be offered to City staff, therefore allowing the City to monitor the property's care.

Chair Badgley raised the issue of any work on the property being done to code and the need for constant oversight by the City. Ms. Johns reminded the Board the caretaker purpose would not be one of a contractor or journeyman carpenter, but would be to fulfill custodial functions and making minor repairs, but at a higher level than a typical renter. The caretaker would not be required to have design or engineering capabilities, but those similar to a maintenance person. Mr. Johnson said that they are looking for someone who can maintain the grass and do some tree maintenance.

Chair Badgley asked if it would be a year-to-year lease, as she is worried the original property' purpose will be forgotten; as a community park, not as a rental property. Ms. Johns stated master planning to extend through 2016 and may include a caretaker function permanently if it is successful. Other park sites which have a caretaker tend to have less vandalism or illegal use. Over the long term, the property and City's interest will be protected.

AGENDA ITEM 2

d. November/December meeting

The Board discussed where and when the combined November/December meeting should be. Due to scheduling conflicts, the meeting has been scheduled to December 16th at 6:00 p.m. The location is yet to be determined, but Staff is going to check on the Carnegie or Todo Mexico and will let the Board know.

5. **OTHER BUSINESS/INFORMATION ITEMS**

a. 2016 Budget – CIP Update

Mr. Johnson updated the Board on the following projects:

Boat Launch: WDFW is still working on this project and should be done by the end of the year.

Riverfront Park Improvements: Once approved, there is about $35,000 set aside for improvements which will include master planning, temporary pedestrian crossing at Cady, and pathway from Cady a possibly a parking payment feature or method.

Off-leash park: The City is exploring locations for this park; it is in the very preliminary master planning stage.

Hal Moe Pool: There is $10,000 being carried over from 2015 and additonal $90,000 budgetedfor 2016. In 2016 staff and the Moe Pool advisory committee will be developing the site and building master plan, which will include working with an architectural team.

Ludwig Park Improvements: There is $25,000 available for remedial repairs and cleaning. Chair Badgley asked if the 100 year old barn will be taken down. Staff confirmed the barn will staywhiledamaged outbuildings will be removed. Ms. Badgley asked how soon the City expects to have a renter. Staff feels sooner is better. Ms. Johns has a meeting with the City Attorney tomorrow in order to begin to develop a contract and detail arrangements. Mr. Johnson stated there is approximately $15,000 left in the 2015 budget to help make the house rentable.

Police Station remodel: This project is expected to begin in 2016 with approximately $35,000 for construction in the 2016 budget.

Shop: There is $40,000 in the 2016 budget for a makeover at the shop. The work will be done by City staff.

Carnegie: $15,000 is set aside for upgrades in 2016. The Carnegie Foundation did a nice job painting the interior and looks really nice. In 2016, new carpet,, andwall and door between old section and annex will be installed. The restrooms will continue to be accessible to both sections of the building.

AGENDA ITEM 2

b. Volunteer Events Update

Mr. Johnson updated the Board on recent volunteer events. A rain garden was installed at Hill Park as part of an Eagle Scout project and a second rain garden was built at Morgantown Park. Staff encouraged the Board to visit the garden on a rainy day. It turned out beautiful! The Conservation District provided the design and Joe Hopper expanded it by adding ornemental shrubs and trees.

The Carnegie Foundation painted Carnegie building in one day. Amazing and impressive work.

Another Eagle Scout project, horseshoe pits, and nice set of wood and gravel stairs to the river were built at Morgantown Park. They did a great job.

Mr. Poquette informed the Board the Parks Foundation has a clean-up event on the 11/21 at 1103 Maple.

c. Park Board Member Term Expirations

At this time the Mayor is deciding on nominees to fill Mr. Ooton's Board position. Mr. Harper will let the Board know if he will be requesting another term. Ms. Burke's position is also expiring soon.

6: ADJOURN: Meeting adjourned at 8:16 pm.

Approved this 16th day of December, 2015

_____,
Chair Lya Badgley

ATTACHMENT B

CITY OF SNOHOMISH
Snohomish, Washington

DRAFT RESOLUTION 1338

A RESOLUTION OF THE CITY OF SNOHOMISH, WASHINGTON, ESTABLISHING POLICIES AND PROCEDURES RELATING TO THE NAMING OF PUBLIC PARKS AND PARKS AND RECREATIONAL FACILITIES

WHEREAS, the City of Snohomish believes that the designation of names for parks and parks and recreation facilities should be approached with deliberation; and

WHEREAS, the City Council finds that establishing policies and procedures relating to the naming of parks and parks and recreation facilities by resolution is in the public interest; and

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF SNOHOMISH, WASHINGTON AS FOLLOWS:

Section 1. The naming of City parks and parks and recreation facilities shall be in accordance with the procedures and criteria set forth below. Once adopted, name changes should occur on an exceptional basis only.

Section 2. The City Council with the advice of the Parks and Recreation Board is authorized to designate names of parks, recreation areas or facilities from among names submitted by an ad hoc Naming Committee.

Section 3. The ad hoc Naming Committee (Committee) shall be appointed when needed and shall consist of the Parks Board Chairperson, designated City Council member and/or citizen representative(s) selected by City Council, Park's Manager/Staff as appointed by Council, and the City's Public Works Director. The Public Works Director will provide staff support as needed. The Committee will work under the following procedures:

1. The Committee will meet as necessary and may elect its own Chair.
2. The Committee will use news media, City Newsletter, web pages, and appropriate signage to solicit suggestions for names from organizations and individuals.
3. After considering suggested names and applying criteria set forth below, the Committee will recommend names to the City Council and provide the historical or other supportive information as appropriate to justify the recommendations.

Section 4. It is the policy of the City of Snohomish to choose names for parks and parks and recreational facilities based upon the following criteria, in no particular order of priority or weight:

1. Names unique to the neighborhood and community.
2. A natural or geological feature.
3. Names of historical or cultural significance for the community.
4. A historical figure; or individual (deceased for three years minimum) who has made a significant contribution to the City; or gave their life serving the United States of America in military service.
5. As required by purchase agreement, donation or gift.

Section 5. The City Council may accept or reject the Committee's recommendation. The City Council has final authority to designate names for parks and parks and recreational facilities and may select names not recommended by the Committee. The City Council will carry out the naming process for a new park facility as early as possible after its acquisition or in conjunction with its development.

Section 6. It is the policy of the City of Snohomish for parks and parks and recreational facilities will bear number designations until the naming process results in adoption of a name.

PASSED by the City Council and **APPROVED** by the Mayor this 19th day of January, 2016.

CITY OF SNOHOMISH

By _____

Karen Guzak, Mayor

ATTEST:

By _____

Pat Adams, City Clerk

APPROVED AS TO FORM:

By _____

Grant Weed, City Attorney

DISCUSSION ITEM 7a

Date: January 19, 2016

To: City Council

From: Jennifer Olson, Finance Director

Subject: **Solid Waste Utility – SMC 8.12 Collection and Disposal of Solid Waste**

The purpose of this agenda item is for the City Council to begin discussions regarding the solid waste utility and the pending sunset of the current contract between the City and Rabanco, LTD. d/b/a Allied Waste of Lynnwood. This current service agreement is due to expire in March of 2017. Staff is requesting City Council direction on how future City solid waste collection services will be provided and managed.

Background: The City of Snohomish initially established solid waste collection and disposal as a utility in 1985 with Ordinance 1543 (See Attachment A) This Ordinance mandates collection of solid waste at all residences and businesses located within the city limits as per Chapter 8.12 of the Snohomish Municipal Code (See Attachment B). For the collection and disposal of solid waste the City entered into a contract with our current contractor, Rabanco, LTD aka Republic (See Attachment C) in March of 2003, and has periodically extended the contractual agreement to March 31, 2017. Current solid waste contract administration and customer service is provided by the City Finance Department staff. Solid waste disposal rates are charged to customers via the combined utility bill which includes water, sewer and storm water charges.

With the pending expiration of the solid waste contract, it is appropriate at this time to begin reviewing all issues, aspects and options available for providing solid waste administration and collection services to residents and businesses.

Options:

1. Continue Solid Waste as a Utility
   a. Extend contract with existing contractor – no changes
   b. Negotiate new contract with existing contractor - with changes to service and administration
   c. Start Request For Proposals (RFP) process for a new solid waste services contract
      Transition Solid Waste Service back to the WUTC - revert solid waste management back to the Washington Utility and Transportation Commission (WUTC) as per Ch. 81.77.020 RCW

Issues:

- Is the current contract meeting all solid waste collection and disposal requirements of the City for the health and welfare of citizens?
- Are current solid waste rates competitive?
- Should the current contract be renegotiated with the existing contractor or should the City initiate an RFP process to assess the market and seek out bids for a new contract and contractor?

- Customer service and solid waste administrative activities take up a significant amount of internal staff time. Should a new or amended solid waste contract require the contractor to handle customer services such as move in/out, missed collections and separately bill customers?
- Should the City remove itself from the solid waste collection business and allow the WUTC to govern and manage solid waste services?

Rates and Comparisons

Rate setting for solid waste services, is established annually per the City contract. Rates are set according to the Refuse Rate Index (RRI), a weighted index based on CPI, Employment Cost index and Energy Information – diesel prices. The contractor notifies the City of the rate increase and new rates go into effect April 1 of each year. Current City of Snohomish solid waste rates are effective until March 31, 2016 and are included with this memo (See Attachment D).

Table 1 compares the 2015 garbage, recycling and yard waste rates along with contractual information for a number of surrounding communities. Communities offer differing levels of services and an apples-to-apples comparison of rates is difficult to create. Some communities do not require or include services, such as yard waste collection and allow the customer to choose what services they desire. Other differences include the local municipal utility taxes which range from 5% to over 20% tax on solid waste services.

Comparison of Solid Waste and Recycling Rates: 2015

City	Garbage	Recycle	Yard Waste[1]	Monthly Total[2]	Contractor	Regulator
Snohomish	$17.67	$16.96	Included	$34.63	Republic	City Contract
Lake Stevens	$16.87	Included	$15.70	$32.57	Republic	WUTC
Sultan	$20.31	$9.15	$16.23	$45.69	Republic	City Contract
Monroe	$14.46	$4.41	$8.06	$26.93	Republic	City Contract
Woodinville	$15.69	$17.64	$10.35	$43.68	Waste Management	WUTC
Granite Falls	$19.03	Included	$9.36	$28.39	Waste Management	WUTC
Arlington	$19.00	Included	$11.16	$30.16	Waste Management	WUTC
Stanwood	$23.27	Included	$8.01	$31.28	Waste Management	WUTC
Marysville	$17.40	Included	$9.65	$27.05	Waste Management	City Contract
Mt. Lake Terrace	$26.24	Included	Included	$26.24	Waste Management	City Contract

[1]Yard waste service is included with recycle charge for Snohomish and Mt. Lake Terrace and is optional for all other cities.

[2]All bills include a state refuse tax or municipal utility tax on garbage if applicable.

Table 2 compares City of Snohomish rates with WUTC solid waste rates for 2015. The difference in overall service levels is recycling which is a weekly activity under the City current contract but a bi-weekly activity under WUTC services.

Table 2. Comparison Rates: City of Snohomish and WUTC 2015

Service Type	City of Snohomish	WUTC-Tarrif #19
1 Can weekly service	17.67	14.28
Recycling	16.96 (weekly)	8.82 (bi-weekly)
Less: Rebate	0.00	-1.04
Yard Waste	Included	10.35
Solid Waste Tax	0.99	0.51
Monthly Cost	**35.61**	**32.92**
Annual Cost	**427.33**	**395.09**

Customer Service and Contract Administration
Solid waste customer services are provided by City of Snohomish finance department staff serving as liaisons to the solid waste contractor. Customers contact City Hall for service setup, problems with service and billing and then this customer information is transferred to the solid waste contractor. Solid waste customer service and contract administration staff time is estimated to utilize the equivalent of 2.0 FTEs plus managerial time for oversight of the solid waste services program.

Proposed Next Step: Customer Survey
One of the most critical pieces in the upcoming solid waste services discussion will be resident and business owner input. Staff proposes a customer survey (See Attachment E) which will be included in the next two bi-monthly utility bill cycles. Customers will be asked to complete the survey and return it to the City by either including the survey with their utility billing payment, drop the survey in the utility bill after-hours drop box or mail to City Hall. Survey results will be tallied and feedback will be provided to the City Council at a future City Council meeting.

Staff anticipates that it will take most of spring 2016 to gather public input on solid waste services for the community and prepare for an RFP process and contract negotiations. Survey results will be provided to the City Council around April 2016. Any changes will require transition for adequate time to transfer customer information, coordinate administrative issues, determine capital equipment requirements and prepare for any changes to services. An RFP process takes up staff time; however, does allow for the City to test the market with regards to rates and services.

STRATEGIC PLAN REFERENCE: the Community Vision section of the Plan refers to *"High quality and sustainable City services"*

RECOMMENDATION: That the City Council DISCUSS solid waste collection and disposal services and DIRECT staff on next steps.

ATTACHMENTS:

A. Ordinance 1543
B. SMC Ch. 8.12 Collection and Disposal of Solid Waste
C. Current - Solid Waste Contract – Allied Waste
D. Current-City of Snohomish Solid Waste Rates
E. Proposed Solid Waste Customer Survey

ATTACHMENT A

ORDINANCE NO. 1543

An ordinance repealing Chapter 8.12 of the Snohomish Municipal Code and substituting therefor a revised Chapter 8.12 and amending Chapter 15.05 all for the purpose of establishing a city procedure for the collection and disposal of solid waste.

WHEREAS, RCW Chapter 35.21.120 authorizes cities to provide for the establishment of a system of garbage collection and disposal; and

WHEREAS, RCW 35.21.130 permits cities to require property owners and occupants of premises to use the garbage collection and disposal system of the city to dispose of their garbage; and

WHEREAS, the City Council of the City of Snohomish has found that it is in the public interest that all households and businesses within the City be required to subscribe to a service for the collection and disposal of garbage; and

WHEREAS, the City Council has found that all residences and businesses are benefited by an orderly system for the collection and disposal of solid waste even though particular residences or businesses may generate little or no solid waste subject to disposal; and

WHEREAS, the City Council has found that the accumulation of garbage or rubbish constitutes a public health hazard; NOW, THEREFORE,

THE CITY COUNCIL OF THE CITY OF SNOHOMISH, WASHINGTON DO ORDAIN AS FOLLOWS:

1. REPEALER: City Ordinance No. 1420 as codified in Chapter 8.12 of the Snohomish Municipal Code is hereby repealed.

2. There is hereby adopted the following ordinance to be codified as Chapter 8.12, and to be entitled: Collection and Disposal of Solid Waste," to-wit:

8.12.010 Mandatory Collection--Rationale--Exceptions. No place of human habitation nor business within the City shall be permitted to refuse to subscribe to and pay for the solid waste disposal service provided by this ordinance. The City Council finds that mandatory disposal of solid waste through a City-organized solid waste disposal utility is just as important to the health and welfare of the citizens of the City as mandatory use of City-provided sewer and water utilities. The City Council finds that all citizens benefit from the orderly and sanitary disposal of solid waste even though some residences and businesses generate little or no solid waste subject to disposal by the solid waste utility. Therefore, the fact that a dwelling or business generates no solid waste shall not exempt the property owner or tenant from the payment of the regular charges established for the solid waste disposal service.

The City Council further finds that because the City is providing for the health and welfare of its citizens by providing water, sewer and solid waste utility services to its citizens the citizens should be required to compensate the City or its contractor for all services in order to receive any of said services. Therefore the City Council shall provide in Chapter 15-05 for the termination of all City utility services to a residence or business which does not meet the obligation to compensate the City or its contractor for all of said services.

The City Council may, upon a finding that a particular business or residence receives no direct or indirect benefit from the City's solid waste utility, exempt such business or residence from the mandatory requirements of this ordinance.

It shall be unlawful for anyone other than the City Solid Waste Collection and Disposal Utility or the City's contractor to collect solid waste in the City for compensation.

8.12.020 Definitions. As used in this chapter, the following shall have the meanings ascribed to them in this section:

(a) "Solid Waste" means both garbage and rubbish.

(b) "Garbage" means all putrescible animal or vegetable waste resulting from the handling, preparation, cooking and consumption of food in any private dwelling, multiple dwelling, hotel, restaurant building or institution.

(c) "Rubbish" is defined as follows:

(1) "Normal rubbish" means all cardboard, plastic, metal, glass, waste paper, rags, sweepings, small pieces of wood, rubber, leather and similar waste materials that ordinarily accumulate around a home, business or industry, including lawn cuttings. It does not include tree and hedge trimmings, dead animals, hazardous materials, industrial waste or building waste resulting from construction or alterations.

(2) "Bulk rubbish" means discarded household furniture, appliances, bedding, and mattresses and similar large items.

(3) "Yard rubbish" means tree trimmings and hedge trimmings and includes limbs, trunks and stumps.

(4) "Commercial rubbish" means garbage and all other solid waste originating in and around businesses and publicly-owned facilities.

(d) "Contractor" means any authorized person or entity contracting with the City to dispose of solid waste from within the City. It also means any commercial refuse collector authorized to continue collection of solid waste in newly annexed areas of the City pursuant to RCW 35.13.280.

8.12.030 Contract Services--Billing--Scheduling. The City Council may, from time to time, as provided by RCW 35.21.120, award a contract or contracts for the collection of solid waste based upon competitive bids. The City may contract with the contractor for services, including the service of billing for the charges incurred in providing the solid waste collection and disposal service by contract. The provisions of Chapter 15.05 with respect to the enforcement of the collection of utility charges shall apply whether the City or the contractor does the billing for solid waste utility services.

If the City provides solid waste collection and disposal by contract the contractor shall be required to schedule said services and notify City customers of pickup schedules and changes in schedules. PROVIDED that the minimum service for residential customers shall be once-weekly collection.

8.12.040 Collection Fees. The City Council shall, from time to time, by resolution, determine the collection fees and container use fees to be charged by the City if the City operates the utility or by the contractor if the City contracts for the solid waste utility service.

8.12.050 Special Rates and Special Services. Residences and businesses desiring pickup of "bulk rubbish" or "yard rubbish" or solid waste in excess of the amounts allowed by regular collection, or in excess of the frequency of regular collection shall use the City or contractor solid waste disposal service and shall be required to pay for the additional services at rates specified by the City Manager if the City operates the utility or by the contractor if the utility is operated by contract. PROVIDED, however, that if the utility is provided by contract the "Solid Waste Service Board" may review and adjust charges made for special services upon receipt of an application for review of charges from the customer. The City or the contractor may provide special services and/or special rates for low-income senior citizens or low-income disabled persons. Applications for special services or special rates shall be approved only if the applicant meets the criteria established by the City Council or, at the election of the City Council, criteria established by the Solid Waste Service Board. Applications for special rates or special services shall be made to the City Manager or his designee, and appeals from the decision of the City Manager or his designee shall be made to the "Utility Hearing Examiner".

8.12.060 Solid Waste Service Board. If the City solid waste utility is run by contract there shall be established a "Solid Waste Service Board" which shall be composed of five members, one of whom shall be an owner of the contractor, one of whom shall be appointed by the contractor, one of whom shall be a City Councilperson, one of whom shall be a City employee selected by the City Manager, and one of whom shall be appointed by the City Council. The decision of the majority of the board shall be binding. When the utility is run by contract the Solid Waste Service Board shall make the final determination with respect to rates charged for special services and with respect to applications for special rates or special services from low-income senior citizens and low-income handicapped.

8.12.070 Enforcement of Payment. Whether the solid waste utility is operated by the City or by a contractor all dwellings, businesses and public agencies within the City shall be required to subscribe to the solid waste disposal service. The solid waste disposal service shall not be terminated by reason of non-payment, but rather all water, sewer and solid waste utility services shall be terminated in the event of non-payment pursuant to the procedures established by Chapter 15.05 of the Snohomish Municipal Code.

8.12.080 Vacancy Credits--Residential. Single dwellings and multiple-dwelling accounts shall be eligible for vacancy credits for any vacancy of 30 days or longer. Credits shall not be computed for a fraction of a month, but will be rounded off to the nearest multiple of 30. The City will provide a vacancy credit application in the event the City operates the utility and the contractor will provide a vacancy credit application in the event a contractor operates the utility. No credit of less than $2.00 will be given for any one billing period. Persons filing vacancy credit applications found to be false shall, in addition to any other penalties, be ineligible to receive future vacancy credits.

8.12.090 Vacancy Credits--Commercial. Business and public agency accounts shall be eligible for temporary suspension of service for a period of 30 days or more if an application for temporary suspension of service is made in advance of the period of temporary suspension of service. Said application shall be based upon the vacancy of the property and shall be made upon a form provided by the City if the City operates the utility or upon a form provided by the contractor if the utility is operated by contract. Failure to apply for continuation of services within 10 days of the renewed occupancy of the premises shall result in charges being imposed for solid waste services without regard for any period of vacancy.

8.12.100 Administration. The administration of the disposal and hauling of solid waste in the City shall be under the supervision of the City Manager. PROVIDED, that the City Manager may delegate the duty of administration to the Director of Public Works.

8.12.110 Container Requirements.

(a) Required. It shall be the duty of every person in possession, charge or control of any single family dwelling, multiple dwelling, commercial establishment or public agency where solid waste is created or accumulated, at all times to keep or cause to be kept portable containers as described herein, and to deposit or cause to be deposited said solid waste therein.

(b) Waste containers shall be provided as follows:

  (1) Single Family: For single family buildings duplex residential buildings household refuse containers shall be provided by the owner or occupant and shall not be more than 30 gallons fitted with two handles and a tight cover with a handle.

  (2) Multi-Family: Multi-family dwelling units shall be furnished with and charged for at least one 30-gallon container per unit. Such container is to be furnished by the owner and/or occupants. PROVIDED, that bulk containers may be used at the request of the owner.

  (3) Commercial: Commercial users generating solid waste may be required to use bulk refuse containers. If the City operates the utility, the type of container used for commercial

accounts shall be determined by the City Manager or his designee, with appeal from the decision being to the City Utilities Hearing Examiner. If the utility is operated by the City by contract, the type of container used for commercial accounts shall be determined by the contractor, with appeal from the decision being to the Solid Waste Service Board.

(c) Maximum Weight. Solid waste containers not designated for lifting by mechanical means shall have a maximum gross weight of 75 pounds.

(d) Container Identification. All solid waste containers shall bear the address of the premises served by the container in permanent lettering with a minimum height of three inches.

(e) Location. No container shall be kept or stored within the confines of any street or public alley in a residential area. In blocks in which there are alleys such containers shall be kept on private property in a convenient and accessible location adjacent to such alley. In blocks in which there are no alleys, such containers shall be kept on private property without interfering with the reasonable enjoyment of such private property or adjoining property. On the day that solid waste is normally collected, containers shall be placed in a readily accessible location not further than 10 feet from the traveled roadway.

(f) Mobile Home Parks. Mobile home parks shall be required to provide central storage areas throughout the mobile home park for the location of solid waste containers. Containers shall be located so that no mobile home is more than 150 feet from the closest container.

(g) Special Containers. All solid waste containers, other than those can-type containers used principally for residential purposes, will be provided and maintained by the City if the City provides the solid waste disposal service or by the contractor if the contractor provides the solid waste disposal service. The rate schedule established by resolution by the City Council shall include the charge for use of such containers.

(h) Deteriorated Containers. Containers 'that have deteriorated to the extent of being hazardous to the collectors in handling such containers, or to the extent that lids will not fit tightly or securely, or are so badly damaged and bent that they will not allow free discharge of the solid waste or do not meet the general specifications of this chapter will be replaced by the owner of the container.

(i) Frequency of Collection. Residential solid waste collection service shall be provided on a weekly basis. The customer and the Director of Public Works if the City provides the service or the contractor if the contractor provides the service shall determine the frequency of collection required for accounts other than residential accounts. PROVIDED that disputes regarding the frequency of service required shall be resolved by the City utility hearing examiner if the utility is operated by the City or by the Solid Waste Service Board if the utility is operated by a contractor.

8.12.120 Garbage--Draining, Wrapping and Sanitary Conditions Required. All garbage shall be drained of liquids and wrapped in paper or other material before being deposited in the solid waste disposal container. The solid waste utility may refuse to collect undrained garbage of a liquid or semi-liquid state, unwrapped and improperly placed. The owner and tenant shall maintain garbage containers in a clean and sanitary condition.

8.12.130 Disposal of Dead Animals. Dead dogs and cats and other animals upon the public ways will be collected and disposed of upon call to the City if the City operates the solid waste utility and to the contractor if the utility is operated by contract. Said service shall be provided at no extra charge. Dead animals in excess of 100 pounds, condemned animals or parts of animals from slaughterhouses or similar places, regardless of size, will not be collected and disposed of by the City solid waste utility. Dead animals shall not be placed in solid waste containers.

8.12.140 Unacceptable Solid Waste. The following solid wastes shall be considered unacceptable for collection without the special permission of the Director of Public Works if the City

operates the solid waste utility or the contractor if the utility is operated by contract:

(a) Hazardous waste, dangerous materials or substances such as poisons, acids, caustics, infected materials and explosives;
(b) Unusual quantities of materials resulting from the repair, excavation, construction of buildings;
(c) materials which have not been prepared for collection according with these regulations;
(d) Solid waste resulting from industrial processes; and
(e) Manure or animal droppings.

8.12.150 Solid Waste Burning Prohibited--Exceptions. It is unlawful for any person to burn any solid waste in the City limits. PROVIDED that solid waste may be burned by permit issued by the Director of Public Works, approved by the Fire Chief and, where required by state law, only if a permit is also obtained from the Puget Sound Air Pollution Control Agency.

8.12.160 Solid Waste--Burying Prohibited. It is unlawful to bury solid waste in any place in the City.

8.12.170 Inspection Authorized--Abatement of Nuisances. The City Manager or his designee shall have the power to enter upon private property at reasonable times for the purpose of inspecting and investigating conditions relating to the enforcement of the provisions of this chapter. Should the City Manager or his designee determine that there exists accumulations of solid waste detrimental to the public health, and in violation of the requirements of this chapter, the City Manager may cause the solid waste to be removed at the expense of the owner of the property upon which the nuisance is found.

8.12.180 Violations--Notice. Whenever the City Manager or his designee may determine that there is a violation of any provision of this chapter, notice shall be given to the owner and/or occupant of the premises upon which the alleged violation has occurred. Such notice shall state the nature of the violation and a reasonable time for correcting such violation. Such notice shall be given by personal service or by certified mail, return receipt requested.

8.12.190 Violations--Penalty. It is unlawful for any person to violate the provisions of this chapter. In the event of violations not corrected after notice is provided above the property owner and/or tenant with respect to the property upon which the violation has occurred shall be guilty of a misdemeanor and shall be punished by a fine of not more than $300.00. PROVIDED, further, that where the violation is of a continuing nature then each day during which the violation continues shall constitute a separate violation of this chapter.

3. City Ordinance No. 1500 as codified in Chapter 15.05 shall be amended in the following sections and subsections as follows:

15.05.010(B) shall be amended to read as follows:

15.05.010(B). Combined Utility Billing: 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.

15.05.010 is amended to add the following subsection:

15.05.010(F). Contractor Utility Billing: A bill rendered to a City consumer of solid waste or other contractor-provided City utility services.

15.05.020 is amended to read as follows:

15.05.020. Delinquent Bills--Liens: Combined utility billings and/or contractor utility billings shall be mailed to all customers using the addresses contained in the records of the City Public Works

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 a lien, for up to four months of charges, shall encumber the property and shall be the obligation of the owner of the property, his heirs, successors and assigns until the same is paid in full. The City may enforce the payment of the combined utility billing and/or the contractor utility billing and the lien created by the delinquency thereof by stopping all utility services until all delinquencies and unpaid charges are paid in full. PROVIDED that the City shall follow the procedures set forth in this ordinance with respect to utility shut offs.

PASSED by the City Council and APPROVED by the Mayor this 2nd day of January, 1985.

Ralph Davis
Mayor

Frank R. Grigas
Clerk

ATTACHMENT B

Chapter 8.12

COLLECTION AND DISPOSAL OF SOLID WASTE

Sections:

8.12.010 Mandatory Collection, Rationale – Exceptions
8.12.020 Definitions
8.12.030 Contract Services, Billing – Scheduling
8.12.035 Scavenging Prohibited
8.12.040 Collection Fees – Determination
8.12.050 Special Rates and Special Services
8.12.060 Solid Waste Service Board Established – Special Rate Determination
8.12.070 Enforcement of Payment
8.12.080 Vacancy Credits – Residential
8.12.090 Vacancy Credits – Commercial
8.12.100 Administration
8.12.110 Container Requirements
8.12.120 Garbage – Draining, Wrapping, and Sanitary Conditions Required
8.12.130 Disposal of Dead Animals
8.12.140 Unacceptable Solid Waste
8.12.150 Solid Waste Burning Prohibited – Exceptions
8.12.160 Solid Waste – Burying Prohibited
8.12.170 Inspection Authorized – Abatement of Nuisances
8.12.180 Violations – Notice
8.12.190 Violations – Penalty

8.12.010 Mandatory Collection, Rationale – Exceptions.

A. No place of human habitation nor business within the City shall be permitted to refuse to subscribe to and pay for the solid waste disposal service provided by this chapter. The City Council finds that mandatory disposal of solid waste through a City-organized solid waste disposal utility is just as important to the health and welfare of the citizens of the City as mandatory use of City-provided sewer and water utilities. The City Council finds that all citizens benefit from the orderly and sanitary disposal of solid waste even though some residences and businesses generate little or no solid waste subject to disposal by the solid waste utility. Therefore, the fact that a dwelling or business generates no solid waste shall not exempt the property owner or tenant from the payment of the regular charges established for the solid waste disposal service.

B. The City Council further finds that because the City is providing for the health and welfare of its citizens by providing water, sewer, and solid waste utility services to its citizens, the citizens should be required to compensate the City or its contractor for all services in order to receive any of said services. Therefore, the City Council shall provide in Chapter 15.05 for the termination of all City utility services to a residence or business which does not meet the obligation to compensate the City or its contractor for all of said services.

C. The City Council may, upon a finding that a particular business or residence receives no direct or indirect benefit from the City's solid waste utility, except such business or residence from the mandatory requirements of this chapter.

D. It is unlawful for anyone other than the City solid waste collection and disposal utility or the City's contractor to collect solid waste in the City for compensation. (Ord. 1543, 1985)

8.12.020 Definitions. As used in this chapter, the following shall have the meanings ascribed to them in this section:

A. "Contractor" means any authorized person or entity contracting with the City to dispose of solid waste from within the City. It also means any commercial refuse collector authorized to continue collection of solid waste in newly annexed areas of the City pursuant to RCW 35.13.280.

B. "Garbage" means all putrescible animal or vegetable waste resulting from the handling, preparation, cooking, and consumption of food in any private dwelling, multiple dwelling, hotel, restaurant, building, or institution.

C. "Rubbish" is defined as follows:

1. "Bulk rubbish" means discarded household furniture, appliances, bedding, and mattresses, and similar large items.

2. "Commercial rubbish" means garbage and all other solid waste originating in and around businesses and publicly owned facilities.

3. "Normal rubbish" means all cardboard, plastic, metal, glass, waste paper, rags, sweepings, small pieces of wood, rubber, leather, and similar waste materials that ordinarily accumulate around a home, business, or industry, including lawn cuttings. It does not include tree and hedge trimmings, dead animals, hazardous materials, industrial waste, or building waste resulting from construction or alterations.

4. "Yard rubbish" means tree trimmings and hedge trimmings and includes limbs, trunks, and stumps.

D. "Solid waste" means both garbage and rubbish. (Ord. 1543, 1985)

8.12.030 Contract Services, Billing, and Scheduling.

A. The City Council may, from time to time, as provided by RCW 35.21.120, award a contract or contracts for the collection of solid waste based upon competitive bids. The City may contract with the contractor for services, including the service of billing for the charges incurred in providing the solid waste collection and disposal service by contract. The provisions of Chapter 15.05 with respect to the enforcement of the collection of utility charges shall apply whether the City or the contractor does the billing for solid waste utility services.

B. If the City provides solid waste collection and disposal by contract, the contractor shall be required to schedule such services and notify City customers of pickup schedules and changes in schedules; provided, that the minimum service for residential customers shall be once-weekly collection. (Ord. 1543, 1985)

8.12.035 Scavenging Prohibited. It is unlawful for any person, firm, or corporation, other than the City, the City's recycling contractor, or a private disposal company franchised by the City to scavenge, remove, or collect any garbage, refuse, or recyclable materials or yard waste materials once they are set out on the curbside or other approved location. Once such materials have been set out on the curbside or such other location as authorized by the City, ownership of those materials passes to the City, recycling contractor, or private disposal company, as the case may be. (Ord. 1727, 1992)

8.12.040 Collection Fees – Determination. The City Council shall, from time to time, by resolution, determine the collection fees

and container use fees to be charged by the City if the City operates the utility or by the contractor if the City contracts for the solid waste utility service. (Ord. 1543, 1985)

8.12.050 Special Rates and Special Services.

A. Residences and businesses desiring pickup of bulk rubbish or yard rubbish or solid waste in excess of the amounts allowed by regular collection, or in excess of the frequency of regular collection, shall use the City or contractor solid-waste disposal service, and shall be required to pay for the additional services at rates specified by the City Manager if the City operates the utility or by the contractor if the utility is operated by contract; provided, however, that if the utility is provided by contract the solid waste service board may review and adjust charges made for special services upon receipt of an application for review of charges from the customer.

B. The City or the contractor may provide special services and/or special rates for low-income senior citizens or low-income disabled persons. Applications for special services or special rates shall be approved only if the applicant meets the criteria established by the City Council or, at the election of the City Council, criteria established by the solid waste service board. Applications for special rates or special services shall be made to the City Manager or his designee, and appeals from the decision of the City Manager or his designee shall be made to the Utility Hearing Examiner. (Ord. 1543, 1985)

8.12.060 Solid Waste Service Board Established – Special Rate Determination.

A. If the City solid waste utility is run by contract there shall be established a solid waste service board which shall be composed of five members, one of whom shall be an owner of the contractor, one of whom shall be appointed by the contractor, one of whom shall be a City Council person, one of whom shall be a City employee selected by the City Manager, and one of whom shall be appointed by the City Council. The decision of the majority of the board shall be binding.

B. When the utility is run by contract, the solid waste service board shall make the final determination with respect to rates charged for special services and with respect to applications for special rates or special services from low-income senior citizens and low-income handicapped. (Ord. 1543, 1985)

8.12.070 Enforcement of Payment.

A. Whether the solid waste utility is operated by the City or by a contractor, all dwellings, businesses, and public agencies within the City shall be required to subscribe to the solid waste disposal service.

B. The solid waste disposal service shall not be terminated by reason of nonpayment, but rather all water, sewer, and solid waste utility services shall be terminated in the event of nonpayment pursuant to the procedures established by Chapter 15.05 of this code. (Ord. 1543, 1985)

8.12.080 Vacancy Credits – Residential.

Single dwellings and multiple-dwelling accounts shall be eligible for vacancy credits for any vacancy of thirty days or longer. Credits shall not be computed for a fraction of a month, but will be rounded off to the nearest multiple of thirty. The City will provide a vacancy credit application in the event the City operates the utility, and the contractor will provide a vacancy credit

application in the event a contractor operates the utility. No credit of less than two dollars will be given for any one billing period. Persons filing vacancy credit applications found to be false shall, in addition to any other penalties, be ineligible to receive future vacancy credits. (Ord. 1543, 1985)

8.12.090 Vacancy Credits – Commercial. Business and public and agency accounts shall be eligible for temporary suspension of service for a period of thirty days or more if an application for temporary suspension of service is made in advance of the period of temporary suspension of service. The application shall be based upon the vacancy of the property and shall be made upon a form provided by the City if the City operates the utility or upon a form provided by the contractor if the utility is operated by contract. Failure to apply for continuation of services within ten days of the renewed occupancy of the premises shall result in charges being imposed for solid waste services without regard for any period of vacancy. (Ord. 1534, 1985)

8.12.100 Administration. The administration of the disposal and hauling of solid waste in the City shall be under the supervision of the City Manager; provided, that the City Manager may delegate the duty of administration to the Director of Public Works. (Ord. 1534, 1985)

8.12.110 Container Requirements.

A. Required. It shall be the duty of every person in possession, charge, or control of any single-family dwelling, multiple dwelling, commercial establishment, or public agency where solid waste is created or accumulated, at all times to keep or cause to be kept portable containers as described herein, and to deposit or cause to be deposited said solid waste therein.

B. Waste containers shall be provided as follows:

1. Single-family. For single-family buildings and duplex residential buildings, household refuse containers shall be provided by the owner or occupant and shall not be more than thirty gallons, fitted with two handles and a tight cover with a handle.

2. Multifamily. Multifamily dwelling units shall be furnished with and charged for at least one thirty-gallon container per unit. Such container is to be furnished by the owner and/or occupants, provided that bulk containers may be used at the request of the owner.

3. Commercial. Commercial users generating solid waste may be required to use bulk refuse containers. If the City operates the utility, the type of container used for commercial accounts shall be determined by the City Manager or his designee, with appeal from the decision being to the City utilities hearing examiner. If the utility is operated by the City by contract, the type of container used for commercial accounts shall be determined by the contractor, with appeal from the decision being to the solid waste service board.

C. Maximum Weight. Solid waste containers not designated for lifting by mechanical means shall have a maximum gross weight of seventy-five pounds.

D. Container Identification. All solid waste containers shall bear the address of the premises served by the container in

permanent lettering with a minimum height of three inches.

E. Location. No container shall be kept or stored within the confines of any street or public alley in a residential area. In blocks in which there are alleys, such containers shall be kept on private property in a convenient and accessible location adjacent to such alley. In blocks in which there are no alleys, such containers shall be kept on private property without interfering with the reasonable enjoyment of such private property or adjoining property. On the day that solid waste is normally collected, containers shall be placed in a readily accessible location not farther than ten feet from the traveled roadway.

F. Mobile Home Parks. Mobile home parks shall be required to provide central storage areas throughout the mobile home park for the location of solid waste containers. Containers shall be located so that no mobile home is more than one hundred fifty feet from the closest container.

G. Special Containers. All solid waste containers, other than those can-type containers used principally for residential purposes, will be provided and maintained by the City if the City provides the solid waste disposal service or by the contractor if the contractor provides the solid waste disposal service. The rates schedule established by resolution by the City Council shall include the charge for use of such containers.

H. Deteriorated Containers. Containers that have deteriorated to the extent of being hazardous to the collectors in handling such containers, or to the extent that lids will not fit tightly or securely, or are so badly damaged and bent that they will not allow free discharge of the solid waste or do not meet the general specifications of this chapter will be replaced by the owner of the container.

I. Frequency of Collection. Residential solid waste collection service shall be provided on a weekly basis. The customer and the Director of Public Works if the City provides the service, or the contractor if the contractor provides the service, shall determine the frequency of collection required for accounts other than residential accounts; provided, that disputes regarding the frequency of service required shall be resolved by the City utility hearing examiner if the utility is operated by the City or by the solid waste service board if the utility is operated by a contractor. (Ord. 1543, 1985)

8.12.120 Garbage – Draining, Wrapping, and Sanitary Conditions Required. All garbage shall be drained of liquids and wrapped in paper or other material before being deposited in the solid waste disposal container. The solid waste utility may refuse to collect undrained garbage of a liquid or semi-liquid state, unwrapped, and improperly placed. The owner and tenant shall maintain garbage containers in a clean and sanitary condition. (Ord. 1543, 1985)

8.12.130 Disposal of Dead Animals. Dead dogs and cats and other animals upon the public ways will be collected and disposed of upon call to the City if the City operates the solid waste utility and to the contractor if the utility is operated by contract. Such service shall be provided at no extra charge. Dead animals in excess of one hundred pounds, condemned animals, or parts of animals from slaughterhouses or similar places, regardless of size, will not be collected and disposed of by the City solid

waste utility. Dead animals shall not be placed in solid waste containers. (Ord. 1543, 1985)

8.12.140 Unacceptable Solid Waste. The following solid wastes shall be considered unacceptable for collection without the special permission of the Director of Public Works if the City operates the solid waste utility or the contractor if the utility is operated by contract:

A. Hazardous waste, dangerous materials, or substances such as poisons, acids, caustics, infected materials and explosives;

B. Unusual quantities of materials resulting from the repair, excavation, construction of buildings;

C. Materials which have not been prepared for collection according with these regulations;

D. Solid waste resulting from industrial processes; and

E. Manure or animal droppings. (Ord. 1543, 1985)

8.12.150 Solid Waste Burning Prohibited – Exceptions. It is unlawful for any person to burn any solid waste in the City limits; provided, that solid waste may be burned by permit issued by the Director of Public Works, approved by the Fire Chief, and where required by state law, only if a permit is also obtained from the Puget Sound Air Pollution Control Agency. (Ord. 1543, 1985)

8.12.160 Solid – Waste – Burying Prohibited. It is unlawful to bury solid waste in any place in the City. (Ord. 1543, 1985)

8.12.170 Inspection Authorized, Abatement of Nuisance. The City Manager or his designee shall have the power to enter upon private property at reasonable times for the purpose of inspecting and investigating conditions relating to the enforcement of the provisions of this chapter. Should the City Manager or his designee determine that there exist accumulations of solid waste detrimental to the public health, and in violation of the requirements of this chapter, the City Manager may cause the solid waste to be removed at the expense of the owner of the property upon which the nuisance is found. (Ord. 1543, 1985)

8.12.180 Violations – Notice. Whenever the City Manager or his designee may determine that there is a violation of any provision of this chapter, notice shall be given to the owner and/or occupant of the premises upon which the alleged violation has occurred. Such notice shall state the nature of the violation and a reasonable time for correcting such violation. Such notice shall be given by personal service or by certified mail, return receipt requested. (Ord. 1543, 1985)

8.12.190 Violations – Penalty. Violation of this Chapter shall be considered a civil violation pursuant to SMC 1.01.080 and Chapter 1.14 SMC, except as otherwise provided therein. (Ord. 1543, 1985; Ord. 1927, 1999; Ord. 2155, 2008)

ATTACHMENT C

CONTRACT
FOR
COMPREHENSIVE GARBAGE, REFUSE, RECYCLABLES, AND YARD WASTE COLLECTION
FOR
THE CITY OF SNOHOMISH

THIS CONTRACT ("Contract") is made and entered into by and between the **CITY OF SNOHOMISH**, a Washington municipal corporation ("City"), and **RABANCO, LTD. d/b/a ALLIED WASTE OF LYNNWOOD**, a Washington corporation ("Contractor").

WHEREAS, it is necessary and in the public interest to enter into a contract for the collection and disposal of Garbage, Recyclables, and Yard Waste; and

WHEREAS, the City has entered into a contract with Contractor for the period March 1, 2003 through March 31, 2008 for the collection and disposal of Garbage and Refuse; and

WHEREAS, the City has amended the contract extending the period from April 1, 2008 through March 31, 2011; and

WHEREAS, the City and Contractor desire to enter into this new Contract to provide for Garbage and Refuse collection and disposal services in order to serve its citizens in the best possible and economically feasible manner;

NOW THEREFORE, it is hereby agreed and covenanted by and between the parties as follows:

1.0 **Term of Contract**

Commencing on April 1, 2011, the rights, privileges, and collection license herein granted shall be considered as a continuing six (6) year license. Contractor agrees and covenants to continue the collection and disposal of all Garbage, recycling, and yard waste beyond the termination date of this Contract, at the option of the City, for any increment up to three years, upon the same terms and conditions as contained in the contract. The Contractor and the City may mutually agree to extend this Contract. The terms and conditions as applicable to the initial term shall apply to the extended terms except for the pricing, which shall be as provided in the pricing Attachment to this Contract, and such other changes as

may be mutually agreed upon by the City and the Contractor. Absent either the timely written request from either party, or the timely written response from the other party agreeing to extend the term of this Contract, the Contract shall extend on schedule.

2.0 Scope of Work

The Contract Service Area for City Garbage, recycling, and yard waste collection shall be the entire incorporated area of the City. The work to be performed by the Contractor within the service area under this Contract consists of the complete collection and disposal of the Garbage and proper handling of recycling and compostable yard waste and food waste. The Contractor shall be compensated for such services in accordance with the Refuse rate structure provided in Attachment A.

3.0 Definitions

Capitalized terms used in this Contract and not otherwise defined shall have the following meanings:

3.1 City: The word "City" means the City of Snohomish, Snohomish County, Washington. As used in the Contract, it includes the official of the City holding the office of City Manager or its designated representative.

3.2 City Service Area: The term "City Service Area" means the portion of the City subject to this Contract for services and includes the entire incorporated area of the City as it exists as of April 1, 2011 and as it may be subsequently expanded by annexations during the term or extended term of this Contract.

3.3 Commercial Customer: The term "Commercial Customer" means non-residential customers including businesses, institutions, governmental agencies, and all other users of commercial-type Garbage collection services.

3.4 Contractor: The word "Contractor" means Rabanco, Ltd. d/b/a Allied Waste of Lynnwood.

3.5 Curb or Curbside: The words "Curb" or "Curbside" mean on the homeowners' property, within five (5) feet of the Public Street or Private Road without blocking sidewalks, driveways, or on-street parking. If extraordinary circumstances preclude such a location, Curbside shall be considered a placement suitable to the resident, convenient to the Contractor's equipment, and mutually agreed to by the City and Contractor.

3. 6 Detachable Container: The term "Detachable Container" means a watertight metal or plastic container equipped with a tight-fitting cover, capable of being mechanically unloaded into a collection vehicle, and that

is not less than one (1) cubic yard or greater than eight (8) cubic yards in capacity.

3.7 Documented Complaints: The term "Documented Complaints" means those complaints brought to the Contractor's attention for missed collections, failure to deliver carts or containers on the agreed-upon date, failure to clean-up material spilled by the Contractor's employees, collections performed outside the allowed hours, and other similar complaints to the City.

3.8 Drop-box Container: The term "Drop-box Container" means an all-metal container with ten (10) cubic yards or more capacity that is loaded onto a specialized collection vehicle, transported to a disposal or recycling site, emptied, and transported back to the customer's site.

3.9 Excluded Waste: The term "Excluded Waste" means any material waste, substance, or pollutant containing any hazardous waste, toxic substance, waste or pollutant, contaminant, pollutant, infectious waste, medical waste, or radioactive waste, each as defined by applicable federal, state, or local laws or regulations.

3.10 Foodwaste: The word "Foodwaste" means all compostable pre- and post-consumer food scraps, such as whole or partial pieces of produce, meats, bones, seafood, cheese, bread, cereals, coffee grounds and egg shells, and food-soiled paper such as paper napkins, paper towels, paper plates, coffee filters, paper take-out boxes, pizza boxes, paper milk cartons, or other paper products accepted by the Contractor's selected composting site. Foodwaste shall not include plastics, diapers, cat litter, liquid wastes, pet wastes, or other materials prohibited by the selected composting facility.

3.11 Garbage: The word "Garbage" means all putrescible and nonputrescible solid and semi-solid wastes, including, but not limited to, rubbish, ashes, industrial wastes, swill, demolition and construction wastes, and discarded commodities that are placed by customers of the Contractor in appropriate bins, bags, cans, or other receptacles for collection and disposal by the Contractor. The term Garbage shall not include Excluded Waste, Hazardous Wastes, Special Wastes, Source-separated Recyclables, Foodwaste, or Yard Waste.

3.12 Garbage Can: The term "Garbage Can" means a City-approved container that is a water-tight galvanized sheet-metal or plastic container not exceeding four (4) cubic feet or thirty-two (32) gallons in capacity; weighing not over fifteen (15) pounds when empty or sixty (60) pounds when full; fitted with two (2) sturdy handles, one on each side; and fitted with a tight cover equipped with a handle. All containers shall be rodent and insect proof and kept in sanitary conditions at all times.

3.13 Garbage Cart: The term "Garbage Cart" means a Contractor-provided 32-, 64- or 96-gallon wheeled cart suitable for household collection, storage, and Curbside placement of Garbage. Garbage Carts shall be rodent and insect proof and kept in sanitary condition at all times.

3.14 Hazardous Waste: The term "Hazardous Waste" means any substance that is:
defined as hazardous by 40 C.F.R. Part 261 and regulated as hazardous waste by the United States Environmental Protection Agency under Subtitle C of the Resource Conservation and Recovery Act ("RCRA") of 1976, 42 U.S.C. § 6901 et seq., as amended by the Hazardous and Solid Waste Amendments ("HSWA") of 1984; the Toxic Substances Control Act, 15 U.S.C. § 2601 et seq.; or any other federal statute or regulation governing the treatment, storage, handling, or disposal of waste imposing special handling or disposal requirements similar to those required by Subtitle C of RCRA.

Hazardous Waste also includes any substance defined as dangerous or extremely hazardous by Chapter 173-303 WAC and regulated as dangerous waste or extremely hazardous waste by the Washington State Department of Ecology under the State Hazardous Waste Management Act, Chapter 70.105 RCW, or any other Washington State statute or regulation governing the treatment, storage, handling, or disposal of wastes and imposing special handling requirements similar to those required by Chapter 70.105 RCW.

Any substance that after the effective date of this Contract comes within the scope of this definition as determined by the City and the Contractor. Likewise, any substance that after the effective date of this Contract ceases to fall within this definition as determined by the City shall not be deemed to be Hazardous Waste.

3.15 Mini-can: The term "Mini-can" means a water-tight galvanized sheet-metal or plastic container not exceeding twenty gallons in capacity or thirty pounds in weight when full; fitted with two sturdy handles, one on each side; and fitted with a tight cover equipped with a handle.

3.16 Mixed Paper: The term "Mixed Paper" means magazines, junk mail, phone books, bond or ledger grade paper, cardboard, paperboard packaging, and other fiber-based materials meeting industry standards. Tissue paper, paper towels, food-contaminated paper, or paper packaging combined with plastic, wax, or foil are excluded from the definition of Mixed Paper.

3.17 Multifamily Complex: The term "Multifamily Complex" means a property

where a structure provides living space for five or more unique family units for the calculation of solid waste and recycling rates.

3.18 Organics: The term "Organics" means compostable material, such as yard waste and foodwaste.

3.19 Private Road: The term "Private Road" means a privately owned and maintained way that allows for access by a service truck and that serves multiple Residences.

3.20 Public Street: The term "Public Street" means a public right-of-way used for public travel, including public alleys.

3.21 Recyclables: The word "Recyclables" means aluminum cans; corrugated cardboard; glass containers; Mixed Paper; newspaper; plastic containers that have contained non-hazardous products; polycoated cartons; Scrap Metals; tin cans; and such other materials that the City determines to be recyclable.

3.22 Recycling Cart: The term "Recycling Cart" means a Contractor-provided 64- or 96-gallon wheeled cart suitable for household collection, storage, and Curbside placement of Source-separated Recyclables.

3.23 Recycling Container: The term "Recycling Container" means a Contractor-provided Recycling Bin, Cart or Detachable Container suitable for on-site collection, storage, and placement of Source-separated Recyclables at Multifamily Complexes.

3.24 Refuse: The term "Refuse" means non-hazardous waste generated in the City.

3.25 Residence: The word "Residence" means a living space individually rented, leased, or owned.

3.26 Rubbish: Rubbish for residential clients means recyclable and/or yard waste material (see SMC 8.12.020 (C)).

3.27 Scrap Metals: The term "Scrap Metals" means ferrous and non-ferrous metals, including small appliances, not to exceed two (2) feet in any direction and thirty-five (35) pounds in weight per piece.

3.28 Single-family Residence: The term "Single-family Residence" means a structure where a unique family unit resides for the calculation of solid waste and recycling rates on a Public Street or Private Road.

3.29 Snohomish County Disposal System: The term "Snohomish County

Disposal System" means the areas owned, leased, or controlled by the Snohomish County Solid Waste Division, Snohomish County, Washington for the disposal of Garbage, or such other site as may be authorized by the current Snohomish County Comprehensive Solid Waste Management Plan.

3.30 Source-separated: The term "Source-separated" means certain recyclable materials that are separated from Garbage by the generator for recycling or reuse, including, but not limited to Recyclables, Yard Waste, and other materials.

3.31 Special Waste: The term "Special Waste" means polychlorinated biphenyl ("PCB") wastes, industrial process wastes, asbestos containing materials, petroleum contaminated soils, treated/de-characterized wastes, incinerator ash, medical wastes, demolition debris, and other materials requiring special handling in accordance with applicable federal, state, county, or local laws or regulations.

3.32 Surety: The term "Surety" means the surety on the performance bond required pursuant to Section 32.0 of this Contract.

3.33 WUTC: The term "WUTC" means the Washington Utilities and Transportation Commission.

3.34 Yard Waste: The term "Yard Waste" means leaves, grass, and clippings of woody, as well as fleshy plants. Unflocked whole holiday trees are acceptable. Materials larger than four (4) inches in diameter or four (4) feet in length are excluded. Bundles of Yard Waste up to two (2) feet by two (2) feet by four (4) feet in dimension shall be allowed and shall be secured by degradable string or twine, not nylon or other synthetic materials. Kraft paper bags may be used to contain Yard Waste.

3.35 Yard Waste Cart: The term "Yard Waste Cart" means a Contractor-provided 64- or 96-gallon wheeled cart provided to subscribing customers for the purpose of containing and collecting Yard Waste, and where applicable, Foodwaste.

4.0 <u>Independent Contractor</u>

The Contractor and the City understand and expressly agree that the Contractor is an independent contractor in the performance of each and every part of this Contract. The Contract expressly represents, warrants, and agrees that his status as an independent contractor in the performance of the work and services required under this Contract is consistent with and meets the six-part independent contractor test set forth in RCW 51.08.195 or as hereafter amended. The Contractor, as an independent contractor, assumes the entire responsibility for carrying out and accomplishing the services required under this Contract. The

Contractor and its employees shall make no claim of City employment nor shall claim any related employment benefits, social security, and/or retirement benefits.

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 as a result of this Contract.

5.0 Annexation

When additional areas are added to the City through annexation, the Contractor shall, upon ten (10) days written notice from the City, make collections in such newly annexed areas in accordance with all terms and conditions of this Contract and at the rates then in effect within the City. Contractor expressly waives its rights to claim any compensation at a higher rate than in effect within the City for newly-annexed properties. Provided, however, that newly-annexed areas, which are already serviced by a franchisee other than the Contractor, may not be subject to the provisions of this Contract for a period of years from the date of annexation as provided by RCW 35.13.280. At the end of such time period the City shall give Contractor the same notice as specified above.

6.0 Unimproved Private Roads and Alleys

Residences located in an area that does not allow safe access, turn-around, or clearance for service vehicles will be provided service if materials are set out adjacent to a Public Street.

If the Contractor believes that there is a probability of Private Road damage, the Contractor shall inform the respective customers and will require a damage waiver agreement (previously approved by the City), or the residents may opt to set out containers adjacent to a Public Street.

7.0 Non-Curbside Service for Disabled or Impaired Persons

The Contractor shall offer carry-out service for Garbage, Recyclables, and Yard Waste to households lacking the ability to place containers at the Curb, at no additional charge. Disabled or impaired residents may apply to the City to receive reduced rates for Garbage service. Customers shall apply on a form made available by the City. If the City finds the customer is qualified for reduced rates and no one else in the household can manage the cart to the curb, it shall notify the Contractor. Reduced Garbage rates apply only to services outlined in Attachment A. Customers requiring service in excess of this level cannot qualify for the rate reduction.

8.0 Collection Schedule

All residential (single-family and duplex) and mobile home parks are to be picked up once a week, collection to begin no earlier than 6:30 a.m. and no later than 6:30 p.m. All commercial collection shall be made between the hours of 6:30

a.m. and 6:30 p.m. The Contractor shall make efforts to reduce the effects of noise during early morning collections on complaints from the City or residents. A variance to the collection hours will be sought and City shall grant reasonable request if Contractor determines safety is threatened by the above-stated hours.

9.0 Inclement Weather

When weather conditions are such that continued operation would result in danger to the Contractor's staff, area residents or property, the Contractor shall collect only in areas that do not pose a danger. The Contractor shall notify the City of its collection plan for each day inclement weather is experienced as soon as practical that day.

The Contractor shall collect Garbage, Recyclables, and Yard Waste from customers with interrupted service on the following Saturday. However, if such conditions continue for a second consecutive collection day or more, or on the following Saturday when collection has been scheduled, the Contractor shall, on the first day that regular service to a customer resumes, collect reasonable accumulated volumes of materials equal to what would have been collected on the missed collection day(s) from customers at no extra charge. Following notification to the City, the Contractor will be provided temporary authorization to perform collection services after 7:00 p.m. in order to finish collection routes.

Weather policies shall be included in program information provided to customers. On each inclement weather day, the Contractor shall release notices to the local radio and television stations (e.g., KPLU, KIRO, KOMO, and KUOW radio stations) notifying residents of the modification to the collection schedule. Additionally, information will be posted daily on the company website. When time allows, the Contractor shall utilize its reverse auto-call system to inform customers of delays and/or cancellations of service.

10.0 Holidays

The Contractor shall observe the same holiday schedule as do Snohomish County Transfer Stations (i.e., New Years Day, Thanksgiving Day, and Christmas Day). When the day of regular collection is a Snohomish County Transfer Station holiday, the Contractor may reschedule the remainder of the week of regular collection to the next succeeding workday, which shall include Saturdays. The Contractor may not collect Residential Garbage, Recyclables, or Yard Waste earlier than the regular collection day due to a holiday. Commercial collections may be made one day early only with the consent of the Commercial Customer.

11.0 Employee Conduct

The Contractor's employees collecting Garbage, Recyclables and Yard Waste shall at all times be courteous, refrain from loud, inappropriate, or obscene language, exercise due care, perform their work without delay, minimize noise, and avoid damage to public or private property. If on private property, employees shall follow the regular pedestrian walkways and paths, returning to the street

after replacing empty containers. Employees shall not trespass or loiter, cross flower beds, hedges, or property of adjoining premises, or meddle with property that does not concern them or their task at hand. While performing work under the Contract, employees shall wear a professional and presentable uniform with a company emblem visible to the average observer.

If any person employed by the Contractor to perform collection services is, in the reasonable opinion of the City, incompetent, disorderly, or otherwise unsatisfactory, the City shall promptly document the incompetent, disorderly, or unsatisfactory conduct in writing and transmit the documentation to the Contractor with a demand that such conduct be corrected. The Contractor shall investigate any written complaint from the City regarding any unsatisfactory performance by any of its workers. If the offending conduct is repeated, the City may require that the person be removed from all performance of additional work under this Contract. Removal shall be addressed by the Contractor immediately.

12.0 Spillage

All loads collected by the Contractor shall be completely contained in collection vehicles at all times, except when material is actually being loaded or unloaded. Hoppers on all collection vehicles shall be cleared frequently to prevent the occurrence of unnecessary blowing or spillage. Any spillage of materials that occurs during collection shall be immediately cleaned up by the Contractor at its expense.

All vehicles used in the performance of this Contract shall be required to carry and regularly maintain spill kits. At a minimum, spill kits shall include absorbent pads or granules, containment booms, storm drain covers, sweepers and other similar materials sufficient to contain, control, and for minor events, appropriately clean-up, blowing materials, litter, leaks and spillage of vehicle fluids and leachate. Spill kits shall also include employee spill containment instructions and procedures as well as a regularly updated list of emergency contacts. The Contractor shall develop spill response procedures for review and approval by the City before initiating any work under this Contract. All drivers shall be provided with annual training on the use of spill kits and associated containment and notification procedures.

13.0 Missed Collections

If Garbage, Recyclables, or Yard Waste are set out inappropriately, improperly prepared or contaminated with Excluded Waste, the Contractor shall place in a prominent location a notification tag that identifies the specific problem(s) and reason(s) for rejecting the materials for collection.

The failure of the Contractor to collect Garbage, Recyclables, or Yard Waste that has been set out by a customer in the proper manner and that does not include Excluded Waste shall be considered a missed pick-up, and the Contractor shall collect the materials from the customer before the end of the next business day.

The Contractor shall maintain a written record of all calls related to missed pick-ups and the response provided by the Contractor. Such records shall be made available for inspection upon request by the City and shall be included in monthly reports.

If the Contractor is requested by the customer to make a return trip due to no fault of the Contractor, the Contractor shall be permitted to charge the customer an additional fee for this service, provided the Contractor notifies the customer of this charge in advance.

If the Contractor fails to provide a special pick-up of any materials that do not include Excluded Waste within twenty-four (24) hours of notification by the City, this may cause the work to be done by City employees. The actual direct or indirect cost for each such pick-up shall be billed to the Contractor, or alternately, the City may deduct such cost from the payment due the Contractor.

14.0 Collection Equipment

All vehicles, facilities, equipment, and property used in the performance of this Contract shall be provided by the Contractor. The City may request that the Contractor provide a list of all vehicles, including the make, model, year and other relevant information.

In collecting Garbage, Recyclables, Yard Waste and other waste under this Contract, the Contractor shall use all metal, watertight, completely enclosed "packer" type bodies that are designed and manufactured for the collection of solid waste and are capable of serving Detachable Containers.

The number and type of collection vehicles furnished by the Contractor shall be sufficient for the collection of any Garbage, Recyclables, Yard Waste and other waste. If there is any doubt by the Contractor whether his proposed equipment is satisfactory or not, he shall secure prior written approval from the City.

15.0 Method of Disposal

The Contractor shall deliver, at its cost, Garbage, or other waste to a disposal site operated by Snohomish County and part of the Snohomish County System defined as, "all facilities for Solid Waste Handling owned or operated or contracted for, by Snohomish County" or its other successors do as long as consistent with the requirements of the "Interlocal Agreement Between Snohomish County And Its Cities And Towns Regarding Solid Waste Management." The Contractor shall obtain written permission from the City for use of other disposal sites as shall be approved by or meet the solid waste requirements of the Department of Ecology. The Contractor shall not use any solid waste disposal site which the City would be prohibited from using were the City to collect and dispose of solid waste or Refuse with its own employees. The Contractor shall at all times keep the City advised of the disposal sites being used by the Contractor.

16.0 Equipment Cleaning Facilities

The Contractor shall provide adequate cleaning facilities for its equipment, approved as to type and location by the City and the Snohomish County Health Department. All cleaning shall be done on a paved area which is curbed to prevent draining to surrounding areas and which is provided with an approved catch basin which is connected to a sanitary sewer system, septic tank or holding tank acceptable to the City. These facilities shall be used for all washing and steam cleaning of equipment and be kept in a clean and sanitary condition.

17.0 Painting and Cleanliness of Vehicles and Equipment; Location of Containers

Collection vehicles shall be painted, numbered, shall have the Contractor's name, and number of the vehicle painted in letters of contrasting color at least four inches high on each side of each vehicle. No advertising shall be permitted other than the name of the Contractor. All vehicles shall be kept in a clean and sanitary condition, and all collection vehicles shall be cleaned at least once a week. Repainting of all vehicles shall be done as needed to maintain an acceptable appearance, or within a mutually agreeable time after written notification by the City. All Detachable Containers furnished by the Contractor shall be either painted or galvanized, shall display the Contractor's name and telephone number and shall be kept in a clean and sanitary condition. Such containers as are provided by the Contractor to food establishments shall be steam cleaned by the Contractor as frequently as necessary to maintain them in a sanitary condition. A mutually agreeable location for containers shall be determined by customer, City and Contractor, except that the City may designate such location at the time of site development approval. The Contractor shall return containers to such locations.

18.0 Mandatory Collection and Enforcement Responsibilities

Subscription to Garbage, Recycling and Yard Waste collection service is mandatory for all City residences and businesses. The City will be responsible for informing residents and businesses of their service level options and their responsibility to subscribe for collection service. If a customer has not subscribed for collection services, the City will notify the customer of the City's mandatory collection ordinance and that they will continue to receive a bill whether or not service is utilized. If the customer refuses to subscribe for service, the City will inform the Contractor, who will establish once per week service at the thirty-two gallon can rate for residential customers and at the sixty-four gallon rate for commercial customers.

19.0 Same Day Collection

Garbage, Recyclables, and Yard Waste collection shall occur on the same regularly scheduled day of the week for Single-family Residence customers. The collection of Garbage, Recyclables, and Yard Waste from Multifamily Complexes and Commercial Customers need not be scheduled on the same day.

20.0 Routing, Notification and Approval

The Contractor shall indicate, on a map acceptable to the City, the day of the week Garbage will be collected from each residential and commercial area. The

Contractor may change the day of collection by giving written notice to the City not less than fourteen (14) calendar days prior to the effective date of the proposed change. Upon City approval the Contractor will provide affected customers with at least seven (7) calendar days notice of pending changes in collection day. The City must approve the proposed change and the form of notice to the customer.

21.0 Reports and Maps

The Contractor shall furnish a written annual report at the end of each calendar year to the City showing the number of loads of Garbage, Recyclables, Yard Waste and other waste hauled from within the City to the disposal site during the year, the approximate number of cubic yards per load, and the total number of cubic yards and number of tons of Garbage, Refuse or other waste hauled to the disposal site each month.

22.0 Annual City Centralized Community Cleanup

The Contractor shall provide one (1) Annual City Centralized Community Cleanup and (1) Autumn Fall Leaf program. The Contractor and the City will negotiate a separate agreement (not to exceed $40,000 per year) to insure that the Contractor is able to recover all direct costs (for example, disposal of additional tons, additional labor, additional fuel, etc.) as a result of the Annual Cleanup. If the previous year's direct costs reach $35,000 or more, the City and Contractor will review the parameters of the cleanup event and either modify the event or raise the dollar ceiling. The separate Annual City Centralized Community Cleanup Agreement must be agreed to and signed at least sixty (60) calendar days prior to the scheduled Annual City Centralized Community Cleanup. At least two months prior to the event and via billing insert, the City shall make known the Contractor's bulky item collection service prior to the cleanup event.

23.0 Requirement to Recycle and Compost

The Contractor shall recycle or compost all Source-separated Recyclables and Yard Waste collected, unless express prior written permission to do otherwise is provided by the City. The Contractor shall operate its material recovery facility in a manner to ensure that processed Recyclables destined for market have no greater outthrows, prohibited materials or contamination than allowed under current industry standards. For the purposes of evaluating this performance requirement, "industry standards" shall be the current specifications issued by the Institute of Scrap Recycling Industries: Scrap Specifications Circular 2004 Guidelines for Nonferrous Scrap, Ferrous Scrap, Glass Cullet, Paper Stock and Plastic Scrap," or successor circular or guidelines. The disposal of contaminants separated during processing is acceptable to the extent that it is unavoidable and consistent with industry standards, provided that under no circumstances shall the disposal of residuals exceed five percent by weight of the total monthly quantity collected of either Source-Separated Recyclables or Yard Waste unless the Contractor can establish that such excess contaminants are the result of special circumstances beyond the Contractor's control, processing of materials may result

in damage to Contractor's equipment and/or are caused solely by the actions of generators. Disposal of contaminants shall be tracked by the Contractor as to the weight and percentage of materials collected on a monthly basis and included in the monthly reports.

The City shall be provided access to the Contractor's processing facilities with 24-hours notice for the purposes of periodically monitoring the facilities' performance under this Section. Monitoring may include, but not be limited to, breaking selected bales and measuring outthrows and prohibitives by weight, taking samples of processed glass and metals, reviewing actual markets and use of processed materials, and other activities to ensure that Contractor performance under this Contract and that misdirected Recyclables and contamination are minimized. All such investigations shall be done in strict compliance with Contractor's safety policies.

Obvious contaminants included with either Source-separated Recyclables or Yard Waste shall not be collected, and shall be left in the customer's container with a prominently displayed notification tag explaining the reason for rejection.

24.0 Communication

The parties agree that they will establish acceptable procedures for communication of necessary information. Each party agrees to designate a key employee or officer who will be the responsible contact person for that party with respect to implementation of the contract and communication of information necessary for the performance of the contract. Each party agrees to follow the procedures established between the parties for regular, effective communication of information between the parties.

25.0 Special Agreement

The Contractor agrees to remove and dispose of Garbage and Recyclables from the Snohomish Fire Stations, City Hall, City Shop, all City Parks, Averill Field, City Library, Wastewater Treatment Plant, First Street restrooms, Snohomish Senior Center, and Police Station, without charge to the City.

The City shall provide to the Contractor a mutually agreed location of approximately 5,000 square feet (50 feet by 100 feet) of City property for the storage and mobilization of containers during the Contract term. The Contactor may request in writing to conduct other operations at the site, such as building containers or recycling services. The Contactor shall not collect and/or store Hazardous Waste, Special Waste, toxic material, solid waste, Garbage, Recyclable material, and/or Yard Waste, and/or conduct any transfer operation of such material at the site. Containers stored at the site must be cleaned prior to placement.

26.0 Low Income Senior Citizen and Low Income Handicapped Customers

Low income senior citizens and low income handicapped residents may apply to

the City to receive reduced rates for Garbage service. Customers shall apply on a form made available by the City. If the City finds he/she is qualified for reduced rates, it shall notify the Contractor. Reduced Garbage rates apply only to services outlined in Attachment A. Customers requiring service in excess of this level cannot qualify for the rate reduction.

27.0 Payment of Contractor (if City is billing customers)

Within ten (10) working days after the first of the month, the Contractor shall submit an itemized invoice (not to include the City's public utility tax) to the City for services rendered for the prior month of service. After submittal of such invoices the City shall, on or about the 10th day of the next month, remit to the Contractor payments of an amount equal to such invoices, adjustments and/or claims less any sums that have been deducted as provided in this Contract.

The Contractor shall provide a detailed listing billing register of the accounts being billed, including the account's monthly service level and any extra charges.

28.0 Permits and Damage to Utilities

The Contractor shall obtain and pay for any and all City and other County, State, or Federal permits and/or licenses legally required in order to provide the Garbage and Refuse collection and disposal services required under this Contract.

The Contractor shall be obligated to protect all public and private utilities whether occupying street, public, or private property. If such utilities are damaged by reason of the Contractor's operations under this Contract, the Contractor shall repair or replace same, or failing to do this promptly, the City shall cause repair and replacement to be made and the cost of doing so shall be billed to Contractor monthly, or alternately the City may deduct such cost from the payment due the Contractor.

29.0 Container Requirements and Ownership

29.1 Mini-cans and Garbage Cans

Both Residential and Commercial Customers may elect to use customer-owned Mini-cans or Garbage Cans, or may choose to use Contractor-owned Carts for Garbage collection service. In all cases, customers will be directed to have at least one rigid container as their primary Garbage container. Plastic bags may be used for overflow volumes of Garbage, but not as a customer's primary container.

If a customer uses its own Mini-can or Garbage Can, Contractor crews shall be expected to handle the containers in such a way as to minimize undue damage. The Contractor shall be responsible for unnecessary or unreasonable damage to customer-owned containers caused by the Contractor.

29.2 Garbage, Recyclables and Yard Waste Carts

Garbage, Recyclables, and Yard Waste Carts used by customers shall be restricted to Contractor-issued 32-, 64- and 96-gallon Recyclables Carts;

and only Contractor-issued 96-gallon Yard Waste Carts.

29.3 Detachable and Drop-box Containers
The Contractor shall furnish and install 1-, 2-, 3-, 4-, 6- and 8-cubic yard Detachable Containers, and 10-, 20-, 30- and 40-cubic yard uncompacted Drop-box Containers to any customer who requires their use for storage and collection of Garbage.

Customers may elect to own or secure containers from other sources, and shall not be subject to discrimination by the Contractor in collection services on that account. However, containers owned or secured by customers must be capable of being serviced by front load or Drop-box Container collection vehicles to be eligible for collection. The Contractor is not required to service customer containers that are not compatible with the Contractor's equipment.

If a particular customer repeatedly damages a container due to negligence or intentional misuse, the Contractor shall forward in writing the customer's name and address to the City. The City shall then attempt to resolve the problem. If the problem continues, the City will take corrective action with the customer.

29.4 Recycling Carts
The Contractor shall provide Recycling Carts to new customers within the City Service Area, including new residences and annexation areas as well as replacement Carts to existing customers who request them because of loss, theft, or damage.

29.5 Ownership
On the termination of this Contract for any reason, all Contractor-supplied Garbage Carts, Recycling Carts and Yard Waste Carts, Detachable Containers, and roll-off boxes purchased or obtained by the Contractor shall remain the property of the Contractor.

0.0 Liability Insurance

30.1 Liability Insurance Types and Coverage Amounts
The Contractor shall provide and maintain in full force and effect during the entire term of the Contract or any renewal or extension thereof a policy of Contractor's General Liability and Automobile Liability Insurance providing for limits of not less than one million dollars ($1,000,000) per occurrence for all damages arising out of bodily injuries to or death of one person, and subject to that limit for each person, a total limit of not less than five million dollars ($5,000,000) per occurrence for all damages arising out of bodily injuries to or death of two or more persons in any one accident; and regular Contractor's Property Damage Liability insurance providing for a limit of not less than one million dollars ($1,000,000) per occurrence for all damages arising out of the injury to or destruction of

property in any one accident, and subject to that limit per accident. The Contractor shall, before commencing work under this Contract, file with the City certificates of insurance coverage to be kept in force continuously during this Contract in a form acceptable to the City. Said certificates shall name the City, its officers, elected officials, agents and/or employees as an additional named insured with respect to all coverages except workers' compensation.

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

30.3 Acceptability of Insurers
Insurance to be provided by Contractor 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.

30.4 Verification of Coverage
In signing this Contract, the Contractor acknowledges and represents that required insurance is active and current. Further, throughout the term of this Contract, the Contractor shall provide the City with proof of insurance upon request by the City.

30.5 Insurance shall be Primary
The Contractor's insurance coverage shall be primary insurance as respect to the City. Any insurance, self-insurance, or insurance pool coverage maintained by the City shall be excess of the Contractor's insurance and shall not contribute with it.

30.6 No Limitation
Contractor's maintenance of insurance as required by this Contract shall not be construed to limit the liability of the Contractor to the coverage provided by such insurance or otherwise limit the recourse to any remedy available at law or in equity.

30.7 Occurrence 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.

30.8 Workers' Compensation
During the term of this Contract and any extension thereof, the Contractor shall maintain workers' compensation coverage and limits in accordance with and as required by the Workers' Compensation Act of Washington.

31.0 Indemnification and Hold Harmless

31.1 The Contractor shall at all times indemnify and hold harmless and defend the City, its elected officials, officers, employees, agents, and representatives, from and against any and all lawsuits, damages, costs, charges, expenses, judgments, and liabilities, including attorney's fees (including reasonable attorney's fees in establishing indemnification), collectively referred to herein as "losses" to the extent arising out of negligent acts, errors, or omissions of the Contractor in performance of Contractor's services under this Contract. 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 Contractor, or other person and all property owned or claimed by the City, the Contractor, or affiliate of the Contractor, or any other person.

31.2 Should a court of competent jurisdiction determine that this Contract is subject to RCW 4.24.115, then, in the event of liability for damaging arising out of bodily injury to persons or damages to property caused by or resulting from the concurrent negligence of the Contractor and the City, its members, officers, employees, and agents, the Contractor's liability to the City, by way of indemnification, shall be only to the extent of the Contractor's negligence.

31.3 The Contractor specifically and expressly waives any immunity that may be granted it under the Washington State Industrial Insurance Act, Title 51 RCW, as provided in RCW 4.24.115. The indemnification obligation under this Contract shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable to or for any third party under workers compensation acts, disability benefits acts, or other employee benefits acts; provided the Contractor's waiver of immunity by the provisions of this paragraph extends only to claims against the Contractor by the City and does not include, or extend to, any claims by the Contractor's employees directly against Contractor. The obligations of Contractor under this subsection have been mutually negotiated by the parties hereto, and Contractor acknowledges that the City would not enter into this Contract without the waiver thereof of Contractor.

31.4 Nothing contained in this section or Contract shall be construed to create a liability or a right of indemnification by any third party.

31.5 The provisions of this section shall survive the expiration or termination of this Contract with respect to any event occurring prior to such expiration or termination.

32.0 Performance Bond

Within ten (10) calendar days of execution of this Contract by the parties, the Contractor shall furnish to the City a performance bond to be approved by the City Attorney, conditioned that the Contractor shall faithfully perform all the provisions and terms of the Contract and related documents, and shall pay all laborers, mechanics and subcontractors and material men, and all persons who shall supply such Contractor with provisions and supplies for the carrying on of such work. Said bond shall be signed by the Contractor and two or more good and sufficient Sureties or with Surety Company as Surety, and shall be in the amount of one hundred thousand dollars ($100,000.00). Said bond shall be kept in full force and effect during the term of this Contract and extension thereof.

33.0 Force Majeure

Neither party shall be liable to the other for any delay in, or failure of, performance of such obligations hereunder, except as may be specifically provided herein, where performance of such obligations are prevented or delayed by acts of God, fire, explosion, strike, lock out, accident, flood, earthquake, epidemic, war, riot, rebellion, restraints or injunctions, or other legal processes from which a party affected cannot reasonably relieve themselves by security or action.

34.0 Contractor to Make Examination

The Contractor shall make his own examination, investigation, and research regarding the proper method of doing the work, and all conditions affecting the work to be done, and the labor, equipment, and materials needed thereon, and the quantity of the work to be performed. The Contractor agrees that he has satisfied himself by his own investigation and research regarding all of such conditions and that his conclusion to enter into this Contract is based upon such investigation and research, and that he shall make no claim against the City because of any of the estimates, statements or interpretations made by any officer or agent of the City which may prove to be in any respect erroneous.

35.0 Company Name

The Contractor shall not use a firm name containing the words "Snohomish," "City," or any words implying municipal ownership.

36.0 Excluded Waste

Notwithstanding any other provision of this Contract: (a) except as otherwise required by applicable law, the Contractor shall have no obligation to inspect any material collected pursuant to this Contract; (b) if Excluded Waste is discovered before the Contractor collects it, the Contractor may refuse to collect the entire container of waste; (c) if any Excluded Waste is not discovered by the Contractor before it is collected, the Contractor may, in its sole discretion, remove, transport and dispose of such Excluded Waste at a location authorized to accept such Excluded Waste in accordance with all applicable local, State and/or Federal laws

and/or regulations and charge the customer, depositor or generator of such Excluded Waste all direct and indirect cost incurred due to removal, remediation, handling, transportation, delivery and disposal of such Excluded Waste; and (d) title to and liability for any Excluded Waste shall remain with the customer, generator or depositor and shall at no time pass to the Contractor.

37.0 Emergency Response

Contractor shall provide the City use of the Contractor's labor and equipment for assistance in the event of a City disaster or emergency declaration, provided such labor and equipment is available. The Contractor and City commit to developing an agreement on terms, conditions, and compensation for disaster or emergency services, not to be less than the rates in Attachment A.

Contractor shall keep full and complete records and documentation of all costs incurred in connection with disaster or emergency response, and include such information in the monthly reports required under Section 21.0. The Contractor shall maintain such records and documentation in accordance with the City's prior approval and any standards established by the Federal Emergency Management Agency, and at the City's request, shall assist the City in developing any reports or applications necessary to seek assistance related to a federally-declared disaster.

38.0 Responsibility of Participants

38.1 Contractor's Responsibilities

The Contractor shall be responsible for:

- Collecting Garbage in the City Service Area and delivering the Garbage to the Snohomish County Disposal System.
- Collecting, processing and marketing Recyclables and Yard Waste collected by the Contractor in the City Service Area.
- Providing cart and container assembly, maintenance, stickering/labeling and re-stickering/labeling and delivery services listed or required in this Contract.
- Performing secondary (City shall provide primary support) customer service. Entering data, such as changes, returns, misses, and other flow of operation details. The City will communicate data by the end of the next business day via email, telephone, fax, or other electronic means. If a customer calls the Contractor instead of the City, the Contractor will assist the customer in resolution of the issue. In order to best serve the Customer, those who call the Contractor regarding rates will be referred to the City.
- Procuring all equipment and bearing all start-up, operating, and maintenance costs for collection and processing or disposal of Garbage, Recyclables, and Yard Waste, including proper safety equipment and insurance for vehicles and workers.
- Providing and supervising all labor to accomplish the scope of services required under this Contract, including labor to collect

materials, maintain equipment, and provide customer service functions.

- Operating a maintenance facility to house and service collection equipment and acquiring all necessary land use, building, operating, and business permits and licenses.
- Submitting all informational materials for public release to the City for review and approval prior to release.
- Complying with all applicable laws.
- Meeting all non-discrimination and OSHA/WISHA standards, and all environmental standards and regulations.
- Providing a safe working environment and comprehensive liability insurance coverage as set forth in 30.0, and providing proof of this insurance to the City annually.
- Providing a valid Contractor's performance bond in accordance with Section 32.0, and providing proof of this bond to the City annually.
- Securing the prior written approval of the City and Surety before assigning or pledging money, or assigning, subcontracting, or delegating duties.
- Providing route maps to the City indicating the day of week for each service.
- Submitting collection day changes to the City for review and approval prior to notice being provided to customers and the change taking place.
- Submitting prompt notices to the media regarding modifications to the collection schedule due to inclement weather.
- Maintaining containers, vehicles and facilities in a clean, properly labeled and sanitary condition.
- Meeting all City reporting, inspection and review requirements.
- Providing operating and safety training for all personnel, including spill response training for all drivers.
- Notifying the City of intended changes in management not less than sixty (60) calendar days prior to the date of change. New management shall also attend an introductory meeting scheduled by the City during the sixty (60) calendar day notification period. Exception shall be made for termination for cause or voluntary termination in which case Contractor shall notify the City as soon as is possible.
- Complying with all terms, obligations, duties and conditions of this Contract.

38.2 City's Responsibilities

The City shall be responsible for:

- Overall project administration and final approval of Contractor services and activities.

- Reviewing and approving Contractor compensation adjustments due to changes in County disposal fees or price indices.
- Directing and overseeing public education and outreach with the cooperation and assistance of the Contractor.
- Billing, receiving and posting customer payments and deposits. Primary customer service functions including answering telephone calls and e-mails, providing information on services, establishing Commercial and Drop-box Container customer accounts, and providing appropriate customer support.
- Provide Contractor Customer information changes and updates by the end of the next business day following receipt of the new information.
- Monitoring and evaluating collection operations with the cooperation and assistance of the Contractor.
- Providing outreach materials and programs, and assistance with distribution and outreach as required in this Contract.
- Reviewing and approving all assignment, pledging, subcontracting or delegation of money or duties.
- Reviewing and approving collection days and route changes.
- Reviewing and approving holiday schedule changes.
- Reviewing and approving all written or other informational materials used by the Contractor.
- Conducting performance reviews of the Contractor with the Contractor's cooperation and assistance.
- Holding periodic operations meetings with the Contractor, as necessary.

39.0 <u>Liquidated Damages As To Certain Types of Breach of Service</u>

As a breach of the service provided by this Contract would cause serious and substantial damage to the City and its citizens, and the nature of this Contract would render it impracticable or extremely difficult to fix the actual damage sustained by the City by such breach, it is agreed that in case of breach of service, the City may elect to collect liquidated damages and not as a penalty, the amounts set forth below, such sums being agreed to as the amount which the City will be damaged by the breach of such service. An election to seek such remedies shall not be construed as a waiver of any other legal remedies at law or in equity the City may have as to any subsequent breach of service under this Contract.

Truck beginning residential collection
prior to 6:30 a.m. or later than 6:30 p.m. ..... $25 per truck per day

In areas 300 feet from residential section operating
between the hours of 6:30 p.m. and 6:30 a.m. .....$25 per occurrence

Failure to collect misses within 24 hours of

notification to Contractor ..... $15 each, not to exceed 10 complaints per truck per day

Repetition of complaints on a route after notification including, but not limited to, replacing lids or detachable containers in designated locations, spilling, not closing gate, crossing planted areas, or similar violations ..... $5 each, not to exceed 10 complaints per truck per day

Failure of Contractor to provide special make-up collections as defined in Section 13.0 ..... $25 each pick-up

The above shall be billed to the Contractor, or deducted from any payment due to the Contractor, at the City's discretion.

40.0 Refuse Rates and Modification of Rates (Solid and Yard Waste)

40.1 Refuse Rates

Contractor shall be compensated for Garbage and Refuse collection and disposal services provided pursuant to this Contract in accordance with the Refuse rates described and provided in Attachment A, which is incorporated herein by this reference. These rates shall be adjusted during the term of this Contract or any extension thereof in accordance with this Section.

Contractor shall communicate with industrial and commercial users with respect to number and size of containers and frequency of service. The Contractor shall directly negotiate and bill customers for Garbage and Refuse collection and disposal services related to temporary construction services and services greater than 8 yards.

Rates shall recognize that housing structures with two or more units including condominiums may opt-out of the Yard Waste program, upon successful petition to the City for a variance.

40.2 Refuse Rate Index

The Refuse Rate Index ("RRI") will be a weighted index based on the following three indices:

- The Consumer Price Index for Urban Wage Earners and Clerical Workers for the Seattle-Tacoma-Bremerton Area, all items, not seasonally adjusted, or successor indices, which will have a weight of 42%.

- The Employment Cost Index for Service-Providing Industries (National), Series ID CIU201S000000000I (B,H), for private industry, not seasonally adjusted, which will have a weight of 50%.
- The Energy Information Agency West Coast Retail On-Highway Diesel Price, which will have a weight of 8%.

The Refuse Rate Index, for the Contract year beginning in April 2012, and for each subsequent contract year, will be calculated by taking the weighted average, based on the weights above, of the percentage difference between the three indices September 30th values and the corresponding values for the prior year, and adding the result to 1.0. The resulting amount shall be termed the "adjustment factor."

Adjustments to the Contractor's collection service charge shall be made in units of one cent ($0.01). Fractions less than one cent ($0.01) shall not be considered when making adjustments. At no time shall the total adjustment factor be less than 0.0 and no time greater than 5.0.

The Contractor shall submit to the City for review and approval a rate adjustment statement, calculating the new rates for the next year in which an RRI adjustment is scheduled, on or by January 15 of each year, starting January 15th, 2012. The City shall have twenty (20) calendar days to approve or disapprove the new rates; provided, however, that the City may not disapprove an RRI increase unless the Rate Adjustment Statement contains errors of calculations. On City approval, the new rates shall take effect on April 1 of that year, and customers shall be notified by February 15th prior to the new rate. Should ratepayers not receive notification by February 15th, due to missed deadlines by the Contractor or rate disapproval by the City, implementation of the new rates shall be delayed by one month without opportunity for recovery of lost revenue.

40.3 Disposal Fee Adjustments

Periodic adjustments may be made to Contractor collection rates to reflect increases or decreases in disposal fees for solid waste fees. The City and Contractor agree to negotiate in good faith any change in collection rates resulting from increases or decreases in disposal fees for solid waste. The Contractor shall notify the City of any changes to the solid waste fees within 15 (fifteen) business days of notification from the processors. Should rate payers not receive at least forty-five (45) days notice due to short notification time to the City by the Contractor, implementation of the new rates shall be delayed until proper notice can be provided without opportunity for recovery of additional costs or lost revenue.

40.4 Changes in Disposal or Yard Waste Processing Sites

Should the Contractor be required by the City or other governmental

assessed and payable as directed by City ordinance. If new City, County, or State taxes are imposed or the rates of existing taxes are changed after the execution date of this Contract, and the impact of these changes results in increased or decreased Contractor costs, the Contractor and City will enter into good faith negotiations to determine whether compensation adjustments are appropriate, and if so, determine the amount and the method of adjustment.

41.0 Discrimination Prohibited And Compliance With Equal Opportunity Laws

The Contractor agrees to comply with applicable equal opportunity employment laws and regulations and not discriminate against customers, employees, or applicants 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, and providing services under this Contract. The Contractor further agrees to maintain (as appropriate) notices, posted in conspicuous places, setting forth the provisions of this nondiscrimination clause.

42.0 Local Improvements

The City reserves the right to construct any improvement or to permit any such construction in any street or alley in such a manner as the City may direct, which may have the effect for a time of preventing the Contractor from traveling his accustomed route or routes for collection. The Contractor shall, however by whatever approved method the Contractor elects, continue to collect the Garbage and Refuse to the same reasonable extent as though no interference existed upon the streets or alleys formerly traversed. This shall be done without extra costs for the City.

43.0 Disputes/Arbitration

43.1 Minor Disputes

Minor disputes between the City and Contractor involving sums of less than $1,000.00 shall be resolved by being submitted to the City's Utility Hearing Examiner whose decision shall be final and binding.

43.2 Other Disputes

All other disputes between the parties to this Contract shall be resolved by binding arbitration. Unless otherwise agreed between the parties, the binding arbitration shall be through the American Arbitration Association and pursuant to its rules. Either party may submit a dispute to arbitration by written notice to the other stating the nature of the dispute and making the demand for arbitration. The party prevailing in any dispute resolution proceeding, as determined by the arbitrator or arbitrators, shall be entitled to be compensated by the other party for reasonable attorney's fees and costs of dispute resolution, including the costs of arbitration.

44.0 Non-Assignability of Contract

This Contract or any interest therein or part thereof, shall not be assigned, whether by operation of law or otherwise, nor shall any part thereof be subcontracted, without prior written consent of the City first having been obtained, which consent shall not unreasonably be withheld.

45.0 Junk or Salvage

All junk or salvage of any kind or nature authorized by the City to be collected by the Contractor shall become its property and the Contractor agrees to make proper provision for the disposition of any such junk or salvage as the case may be.

46.0 Contractor to Maintain Accurate Records

Contractor agrees to and covenants to keep at all times accurate and complete records and accounts in writing, including route books indicating the collection from residential, commercial and industrial customers, as dictated by good accounting practices, and to allow the City, or its duly authorized representative or agent, reasonable and adequate access to any and all of said records, data, copies or duplicates thereof, without charge. The Contractor 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 Contractor shall provide the City with appropriate clarification and/or financial adjustments within thirty (30) calendar days of notification of the discrepancy.

47.0 Termination

The City reserves the right to cancel or terminate this Contract at any time in case Contractor fails or neglects to perform or adhere to any provision, term, and/or condition of this Contract, or fails to abide by any of the conditions or covenants herein contained. Provided, however, that the City shall give the Contractor written notice of any alleged breach of this Contract, and unless the default is not capable of being cured, give the Contractor 10 days to cure the default.

48.0 Extent of Contract/Modification

This Contract, together with attachments or addenda, represents the entire and integrated Contract between the parties and supersedes all prior negotiations, representations, or agreements, contracts either written or oral. This Contract may be amended, modified or added to only by written instrument properly signed by both parties.

49.0 Severability

If a court of competent jurisdiction holds any part, term or provision of this Contract 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 Contract did not contain the particular provision held to be invalid.

If any provision of this Contract 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.

50.0 Nonwaiver

A waiver by either party hereto of a breach by the other party hereto of any covenant or condition of this Contract 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 Contract, 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.

51.0 Compliance with Law

The Contractor shall comply with all federal, state, and local laws and ordinances applicable to work and services to be done under this Contract.

52.0 Governing Law and Venue

This Contract shall be interpreted and construed in accordance with the laws of Washington. Venue for any litigation commenced relating to this Contract shall be in Snohomish County Superior Court.

53.0 Fair Meaning

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

54.0 Counterparts

This Contract 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 Contract.

55.0 Authority to Bind Parties and Enter Into Contract

The undersigned represent that they have full authority to enter into this Contract and to bind the parties for and on behalf of the legal entities set forth below.

RABANCO, LTD. d/b/a ALLIED WASTE OF LYNNWOOD

By _____
Peter Keller, Vice President

Date 22 MAR 11

ATTEST:

By _____
Torchie Corey, City Clerk

CITY OF SNOHOMISH

By _____
Larry Bauman, City Manager

Date

APPROVED AS TO FORM:

By _____
Grant K. Weed, City Attorney

Attachment A

Solid Waste and Recycling Rates.

RESIDENTIAL

Service Type	Frequency	21.0 Monthly Rate
1 Mini Can	Monthly	9.88
1 Mini Can – Senior Citizen	Monthly	4.94
Mini Can	Weekly	11.21
Mini Can – Senior Citizen	Weekly	5.60
1 Can	Weekly	13.96
1 Can – Senior Citizen	Weekly	6.99
2 Cans	Weekly	20.12
2 Cans – Senior Citizen	Weekly	10.06
3 Cans	Weekly	26.22
4 Cans	Weekly	30.53
5 Cans	Weekly	36.24
6 Cans	Weekly	42.86
Each Additional Can	Weekly	6.03
1 - 64 gallon Toter	Weekly	24.55
2 - 64 gallon Toters	Weekly	35.46
Bags, Cans, Boxes	Per Occurrence	5.99
Return Trip	Per Occurrence	10.68
Oversize Can	Per Occurrence	22.52

MULTIFAMILY AND COMMERCIAL

Service Type	Frequency	Monthly Rate
1 Can	Weekly	17.25
2 Cans	Weekly	34.90
3 Cans	Weekly	52.50
4 Cans	Weekly	70.09
5 Cans	Weekly	87.68
1 64 Gal Toter	Weekly	33.05
1 90 Gal Toter	Weekly	54.57
Extra Bag	Weekly	2.65
1.00 Yard	Weekly	85.56

Service Type	Frequency	Monthly Rate
1.25 Yard	Weekly	97.29
1.50 Yard	Weekly	117.54
2.00 Yard	Weekly	144.34
3.00 Yard	Weekly	194.14
4.00 Yard	Weekly	234.96
6.00 Yard	Weekly	309.47
8.00 Yard	Weekly	383.98
4.00 Yard Compactor	Weekly	742.78
Distance	Per Occurrence	No Charge
Gate	Per Occurrence	No Charge
Bags	Per Occurrence	2.65
Boxes	Per Occurrence	2.65
Cans	Per Occurrence	2.65

RECYCLING

Service Type	Frequency	Monthly Rate
Residential Co-Mingled	Weekly	6.03
Yard Waste	Spring Summer – Weekly Winter – Bi-Weekly	9.11
Yard Waste – Extra Cart	Spring Summer – Weekly Winter – Bi-Weekly	6.21
Multifamily	Weekly	5.88

Commercial and multifamily customers requiring increased frequency of collections beyond those provided in the above rates shall be charged under the following formula:

Formula: The Service's Weekly Rate x the Frequency of Collection x .94

Example: A One-Yard container picked up three (3) times per week: $85.56 x 3 x .94 = $241.98

ATTACHMENT D

2016 City Of Snohomish Utility Rate Sheet

116 Union Ave, Snohomish, WA 98290 (360) 568-3115

Bi-Monthly Water Rates

Meter Size	2015 Included Units	2015 Rate	2016 Included Units	2016 Rate
5/8"	4	$47.32	4	$49.68
5/8" Low Income Senior	8	$11.84	8	$12.44
1"	10	$121.10	10	$127.16
1 1/2"	23	$272.60	23	$286.24
2"	41	$484.58	41	$508.80
3"	92	$1,090.16	92	$1,144.66
4"	164	$1,937.96	164	$2,034.86
Non-Metered		$113.04		$118.70
Consumption over the included units "Overage"		**$4.36**		**$4.58**

Service Rate Outside City Limits at 150%

Bi-Monthly Wastewater (Sewer) Rates

Meter Size	2015 Included Units	2015 Rate	2016 Included Units	2016 Rate
5/8"	4	$139.98	4	$139.98
5/8" Low Income Senior	8	$35.00	8	$35.00
1"	10	$358.36	10	$358.36
1 1/2"	23	$806.16	23	$806.16
2"	41	$1,433.40	41	$1,433.40
3"	92	$3,224.98	92	$3,224.98
4"	164	$5,733.22	164	$5,733.22
Consumption over the included units "Overage"		**$5.90**		**$5.90**

Service Rate Outside City Limits at 150%

Bi-Monthly Storm Drainage Rates

Service	Method	2015	2016
Single Family	ERU	$26.88	$28.78
Low Income Senior	ERU	$6.72	$7.19
Other Developed Property	ISU	$26.88	$28.78

*ERU = Equivalent Residential Unit = flat fee

*ISU = Impervious Surface Unit = rate multiplied by impervious surface units

ISU is determined by dividing total impervious square footage by 2,500 and multiplying that number (rounded) by the rate.

New Water, Sewer, Storm Rates are Effective January 1, 2016.

Garbage, Recycle, Yard Waste Rates are Effective Until March 31, 2016.

For more information: www.SnohomishWA.gov

Bi-Monthly Solid Waste and Recycling Rates

Residential Services - Solid Waste

Service Type		Rates until 3-31-16
PU = Pick-Up		
1	32-Gal Can Monthly PU	$21.76
1	20-Gal Mini Can Weekly PU	$24.34
1	32-Gal Can Weekly PU	$29.90
1	32-Gal Tote Weekly PU	$34.64
1	64-Gal Tote Weekly PU	$52.80
2	64-Gal Tote Weekly PU	$75.71
1	90-Gal Tote Weekly PU	$74.28
2	32-Gal Cans Weekly PU	$43.07
3	32-Gal Cans Weekly PU	$56.14
4	32-Gal Cans Weekly PU	$65.19
5	32-Gal Cans Weekly PU	$77.37
6	32-Gal Cans Weekly PU	$91.59
	Garbage Extras	$6.53
	Each Additional Can	$13.17
	Each Return Trip	$11.89

Residential Services - Low Income Seniors

1	32-Gal Can Monthly PU	$10.89
1	20-Gal Mini Can Weekly PU	$12.18
1	32-Gal Can Weekly PU	$14.95
2	32-Gal Cans Weekly PU	$21.53
	Garbage Extras	$3.25

Residential Services - Recycling

Co-Mingled Recycling & Yard Waste	$33.25
Multi-Family Recycling	$13.09
Extra Yard Waste	$13.39

Commercial and Multifamily - Solid Waste

1	32-Gal Can Weekly PU	$37.21
2	32-Gal Cans Weekly PU	$75.99
3	32-Gal Cans Weekly PU	$114.66
4	32-Gal Cans Weekly PU	$153.26
5	32-Gal Cans Weekly PU	$191.92
1	64 Gal Tote Weekly PU	$71.73
1	96 Gal Tote Weekly PU	$118.35
1	Yard Dumpster	$182.91
1	1.25 Yard Dumpster	$207.13
1	1.5 Yard Dumpster	$250.32
1	2 Yard Dumpster	$306.19
1	3 Yard Dumpster	$409.45
1	4 Yard Dumpster	$492.76
1	6 Yard Dumpster	$646.56
1	8 Yard Dumpster	$800.38
1	4 Yard Compactor	$1,547.36
	Extras	$2.83

ATTACHMENT E

CITY OF SNOHOMISH

Founded 1859, Incorporated 1890
116 UNION AVENUE, SNOHOMISH, WASHINGTON 98290
TEL (360) 568-3115 FAX (360) 568-1375

SOLID WASTE SURVEY

Read the following statements and check the box that best reflects your opinion of the statement.

	Strongly Disagree	Disagree	Neutral	Agree	Strongly Agree
I am satisfied with my overall garbage, recycle, and yard waste service.	○	○	○	○	○
I am satisfied with my garbage, recycle, and yard waste rates.	○	○	○	○	○
I am satisfied with my driver's reliability, communication, and customer service.	○	○	○	○	○
I am satisfied with my billing customer service such as knowledge and customer care .	○	○	○	○	○
I am interested in auto pay, on-line billing, and/or the ability to pay with a credit card.	○	○	○	○	○
I would like to be able to contact my solid waste provider directly for missed service, move in/out, etc. (Solid waste would be billed separate from water and sewer.)	○	○	○	○	○
I would like the solid waste provider to provide all carts, including garbage carts.(This may mean a small increase in solid waste fees.)	○	○	○	○	○
I would like the ability to choose a recycle and yard waste cart size.	○	○	○	○	○
I participate in the Annual City Wide Clean-Up Event located at the City Shop in April of each year.	○	○	○	○	○
I am not aware there is an Annual City Wide Clean-Up Event held in April of each year at the City Shop.	○	○	○	○	○

Type of customer:

☐ Residential
☐ Commercial
☐ Other _____

City of Snohomish

Solid Waste Survey (continued)

Please provide constructive feedback on what changes or concerns you have about your solid waste services:

Name(Optional):

Address(Optional):

Phone Number(Optional):

Thank you for your completion of this survey. Your participation is greatly appreciated.

DISCUSSION ITEM 7b

Date: January 19, 2016

To: City Council

From: Jennifer Olson, Finance Director

Subject: **Resolution 1340 – Adoption of Fee Schedule**
Ordinance 2299 - Amending Snohomish Municipal Code Relating to the Imposition of Fees

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The purpose of this agenda item is for City Council consideration of proposed Resolution 1340 (See Attachment A) which will update the City of Snohomish Fee Schedule. In addition to the proposed fee amount changes, the related Snohomish Municipal Codes (SMC) that currently refer to a fee amount within the SMC are proposed to be modified through draft Ordinance 2299 (See Attachment B) to refer all fees that are imposed to be consolidated and listed within a Fee Schedule adopted or updated periodically by City Council Resolution.

Background: As part of the City Council 2015 annual goals, staff was directed to review all fees for goods, services, functions and programs provided by the City. Examples of services include business licensing, land use applications and permits, park fees and other charges imposed.

Fee Schedule Template
As staff started the fees review process, the format used within Resolution 1285, to create a fee schedule was found to be cumbersome to use and difficult to read or understand. Further, staff found that some fee amounts were specifically listed within the SMC but not listed on the fee schedule. In an effort to consolidate all fees into one comprehensive fee schedule and to clean up SMC to reference that fee schedule, a new fee schedule template is proposed through the draft Resolution 1340 and draft Ordinance 2299.

Proposed Fee Amounts
Attachment C provides a proposed new fee schedule of all City of Snohomish current fees and a proposed fee for City Council consideration. Fees that are proposed to be added, removed or modified are highlighted in blue.

Because of the number of fees that are proposed to change and to provide a briefing, within this written staff memo, on each fee change would generate a lengthy memo. Staff will address proposed fee changes during the public meeting, provide technical analysis, answer questions and receive direction on final fees for imposition.

STRATEGIC PLAN REFERENCE: This action is related to all Strategic Plan initiatives.

RECOMMENDATION: That the City Council REVIEW the proposed Resolution 1340 and proposed Ordinance 2299 and PROVIDE staff direction on imposition of fees for goods and services.

DISCUSSION ITEM 7b

ATTACHMENTS:

A. Proposed Fee Resolution 1340 with Exhibit A
B. Proposed Ordinance 2299
C. Proposed - Fee Schedule – Current vs. Proposed

ATTACHMENT A

CITY OF SNOHOMISH
Snohomish, Washington

DRAFT RESOLUTION 1340

A RESOLUTION OF THE CITY OF SNOHOMISH, WASHINGTON AMENDING CERTAIN SECTIONS OF THE MASTER FEE SCHEDULE AND READOPTING EXISTING UNCHANGED SECTIONS AND REPEALING RESOLUTION 1274, RESOLUTION 1282 AND RESOLUTION 1285

WHEREAS, by approval of Resolution 1274 on June 21, 2011, the City Council adopted a Fee Schedule that consolidated fees, previously enacted fees and other charges through approval of separate resolutions; and

WHEREAS, by approval of Resolution 1282, the City Council established new water and sewer connection fees, utility capital facility charges, and project development fees, which are not incorporated in the current Fee Schedule; and

WHEREAS, by approval of Resolution 1285, the City Council consolidated development fees, previously enacted fees and other charges through approval of separate resolutions; and

WHEREAS, it is appropriate that the Fee Schedule be amended from time to time as the need arises; and

WHEREAS, the Fee Schedule format has been further consolidated and revised in a format that is easy to search for fees identified in the Snohomish City Code;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF SNOHOMISH, WASHINGTON:

Section 1. **Adoption of Fee Schedule.** The fees and rates set forth by the City of Snohomish Master Fee Schedule, attached hereto as Exhibit A, are hereby adopted and shall be in effect until modified by action of the City Council.

Section 2. **Repeal of Previous Resolutions.** Resolution 1274, Resolution 1282 and Resolution 1285 are hereby repealed for the reason that such resolutions are replaced by this resolution

Section 3. **Publication.** This Resolution shall be available at www.snohomishwa.gov.

Section 4. **Severability.** If any portion of this Resolution, or of the Fee Schedule hereby adopted, is declared unconstitutional or otherwise unlawful, the same shall not affect the balance of the Resolution or the Fee Schedule, and the remainder of this Resolution and the Fee Schedule shall remain in full force and effect.

PASSED by the City Council and **APPROVED** by the Mayor this ___ day of February, 2016.

CITY OF SNOHOMISH

By_____
Karen Guzak, Mayor

Attest:

By_____
Pat Adams, City Clerk

Approved as to form:

By_____
Grant K. Weed, City Attorney

CITY OF SNOHOMISH

Founded 1859, Incorporated 1890

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

Fee Schedule

Exhibit A to Resolution -1340—Adopted February ___, 2016

Section 1 General Provisions 2

Section 2 Fee Schedule By SMC 3-28

City of Snohomish Fee Schedule
Section 1: General Provisions

1.1 Definitions: For the purpose of this resolution and the administration of fees, rates, and charges, the following definitions shall apply:

a. "Associate" user is a group that has shown responsible facility usage for at least three facility use events, has a group coordinator that has shown a record of responsible cleanup and lockup, and provides a level of cleanup above and beyond the condition of the facility prior to the event (such as extra mopping, dusting, wiping).

b. "Permit Fee" means the total sum of the fees specified herein for a specified scope of work. For example, where the Fee Schedule specifies a base fee and a fee for specific equipment, fixtures, or decisions, the permit fee shall be the sum of those applicable fees.

City of Snohomish Fee Schedule
Section 2: Fee Schedule by SMC

CITY OF SNOHOMISH - FEE SCHEDULE - ADOPTED PER RESOLUTION XXXX - FEBRUARY XX, 2016			
SMC	**FEE TYPE**	**PROPOSED FEE**	**DESCRIPTION/DETAIL**
CHAPTER 3	**FINANCE**		
3.16.080	Occupation Tax Late Fee	5% of Tax	Minimum late fee $2.00
3.18.060	Admissions Tax Late Fee	5% of Tax	Minimum late fee $2.00
3.20.010	Open Space Application Fee	$50 plus $1/per acre	
3.45.010	Audio Tape	$5	
3.45.020	Copying - Public Records Request	Fee As Per RCW	
	Copying (per 8 1/2" x 11" page) - B/W	$0.15	
	Copying (per 8 1/2" x 11" page) - Color	$0.35	
	Copying (per 8 1/2" x 14" page) - B/W	$0.40	
	Copying (per 8 1/2" x 14" page) - Color	$1	
	Copying (per 11" x 17" page) - B/W	$1	
	Copying (per 11" x 17" page) - Color	$1	
	Copying (per 16" x 16" page) - B/W	$3	
	Copying (per 16" x 16" page) - Color	$5	
	Copying (per 24" x 36" page) - B/W	$7	
	Copying (per 24" x 36" page) - Color	$10	
	Copying (per 36" x 48" page) - B/W	$15	
	Copying (per 36" x 48" page) - Color	$18	
	Copying (per 42" x 48" page) - B/W	Actual	
	Copying (per 42" x 48" page) - Color	Actual	
3.45.030	CD/DVD	$55	Includes time & material costs
3.45.040	NSF Fee	$45	For checks over $5,000 - additional bank charges will be applied
	City Manager	$95	
	City Clerk	$60	
	Economic Development Manager	$65	
	Office/Clerical	$30	
	Finance Director	$75	
	Accounting	$55	
	Planning Director	$70	

CITY OF SNOHOMISH - FEE SCHEDULE - ADOPTED PER RESOLUTION XXXX - FEBRUARY XX, 2016			
SMC	**FEE TYPE**	**PROPOSED FEE**	**DESCRIPTION/DETAIL**
3.45.050	Associate Planner	$45	
	Permit Coordinator	$35	
	Building Official/Fire Marshall	$60	
	Snohomish Fire District	$75	
	Public Works Director	$80	
	City Engineer	$65	
	Sr. Utilities Engineer	$60	
	Project Engineer/Project Manager	$60	
	Field Engineering Technician	$45	
	Division Lead	$45	
	Plant Operator	$45	
	Information Service Technician	$55	
CHAPTER 5	**BUSINESS REGULATION-LICENSING**		
	0 - 4 employees	$25	
	5 - 8 employees	$55	
	9 - 10 employees	$100	
	11 - 15 employees	$125	only residential fees increase by #/empl
	16 - 20 employees	$150	
	21 - 30 employees	$200	
	31 - 40 employees	$250	
	41 or more employees	$425	
	Non-resident	$25	
	Farmers' Market Vendor	$25	
	Non-profit Business License	$0	
	Annual Renewal	same as new	
	Special Event	$5	
	License Transfer	$10	Transfer license from one location to another within the city
	Monthly Late Fee	$10	Monthly late fee each month after license expires

CITY OF SNOHOMISH - FEE SCHEDULE - ADOPTED PER RESOLUTION XXXX - FEBRUARY XX, 2016			
SMC	**FEE TYPE**	**PROPOSED FEE**	**DESCRIPTION/DETAIL**
5.02.070	**PBIA - Retail**		
	Mall Space(s)	$25	
	<=150 sf	$25	
	151 sf to 500 sf	$50	
	501 sf to 1,000 sf	$100	
	1,001 sf to 1,500 sf	$150	
	1,501 sf to 2,000 sf	$200	
	>=2,0001 sf	$250	
	PBIA - Monthly Late Fee	$15	PBIA - Monthly late fee each month after license expires
	PBIA - Non Retail		
	<=500 sf	$25	
	501 sf to 1,000 sf	$50	
	1,001 sf to 1,500 sf	$75	
	1,501 sf to 2,000 sf	$100	
	>=2,0001 sf	$125	
	PBIA - Monthly Late Fee	$15	PBIA - Monthly late fee each month after license expires
	Financial Institutions	$250	
	Hotels, Motels, and Bed & Breakfasts	$12.50 per rm	
5.06.060	Franchise Application Fee	Actual Costs	
5.06.210	Franchise -Reimbursement	Actual Costs	Actual expenses for sale/transfer/control change/use of ROW
5.08.060	Cable TV Franchise application	$20,000	Plus any additional actual costs over $20,000 initial fee
5.10.020	Special Event Permit	$0	
5.10.060	Special Event-Policing Services	Actual Costs	Pass-through As Per SCSO DSA Fee Schedule
5.10.085	Special Event - Cleaning/Damage Deposit	$200	Special event deposit shall be refunded after inspection and may be prorated as appropriate

CITY OF SNOHOMISH - FEE SCHEDULE - ADOPTED PER RESOLUTION XXXX - FEBRUARY XX, 2016			
SMC	**FEE TYPE**	**PROPOSED FEE**	**DESCRIPTION/DETAIL**
5.36.030	Solicitors or Canvassers - Investigation Fee	$25	
5.36.050	Solicitors or Canvassers - License	$15/year $10/month $2/day	
5.44	Taxicab	$25	Plus standard Business License and proof of insurance required
5.60.030 5.60.040 5.60.050 5.62.030 5.62.040	Adult Business - New Application	$700 Plus	Per employee fee - $100/manager $25/each employee
	Adult-Business- Renewal	$500 Plus	Per employee fee - $75/manager $20/each employee
5.70.010	Downtown wayfinding sign-First Year	$150	
	Downtown Wayfinding-Renewal	$75	
	Downtown kiosk	$0	
CHAPTER 7	**ANIMAL CONTROL**		
7.08.040	Dangerous dog registration	$100	
7.12.010	Tag-Annual-Altered dog	$10	
	Tag-Lifetime-Altered dog	$25	
	Tag-Senior-Altered dog	$0	9+years old
	Tag-Unaltered dog	$36	
	Tag-Service dog	$0	Certification required
	Tag-Police dog	$0	
	Replacement Dog Tag	$1	
7.12.020	Kennel License - private	$125	Kennel License private kennel or cattery
	Kennel License - commerical	$175	Kennel License commerical kennel or cattery
7.12.030	Animal Impound	$50	
CHAPTER 8	**HEALTH & SANITATION**		
8.12.040	Solid Waste Collection	as per resolution	

CITY OF SNOHOMISH - FEE SCHEDULE - ADOPTED PER RESOLUTION XXXX - FEBRUARY XX, 2016			
SMC	**FEE TYPE**	**PROPOSED FEE**	**DESCRIPTION/DETAIL**
CHAPTER 9	**PUBLIC PEACE & SAFETY**		
9.04.170	Fingerprinting (2 Cards)	$15	
9.04.175	Background check by WA State Patrol	Actual Costs	Pass-through As Per WASP Fee Schedule
9.41.050	**Concealed Pistol Permits**		
	Original	$52.50	
	Renewal	$32	
	Late Renewal	$42	
	Replacement of lost or damaged permit	$10	
CHAPTER 11	**TRAFFIC**		
11.06.030	Motorized Scooter Ticket	$50/$80/$250	Escalating first, second, third and future penalty amounts
11.08.210	Parking Ticket	$50.00 or 1/2 if paid w/in 24 hrs	
	Parking Ticket - Blocked Alley	$50.00 or 1/2 if paid w/in 24 hrs	
	Parking Ticket - Parked in Handicap Space	$250	
11.08.300	Immobilization	$50	
11.12.050	Truck Special Permit	$50	Per permit
11.36.030	Abandoned Vehicles	$250 plus	Fee plus actual cost of removal of unauthorized or abandoned
CHAPTER 12	**STREETS & SIDEWALKS**		
12.12.010	Application-Base Fee	$90	Per Hour - 2 hours Field Engineering Tech
	Open street	$60 for 1st 50 ft/$0.50 per ft over 50 ft	
	Moling	$60 for 1st 50 ft/$0.50 per ft over 50 ft	Variation may be considered for long projects such as natural gas lines
	Vertical boring	$30	Per boring

CITY OF SNOHOMISH - FEE SCHEDULE - ADOPTED PER RESOLUTION XXXX - FEBRUARY XX, 2016			
SMC	**FEE TYPE**	**PROPOSED FEE**	**DESCRIPTION/DETAIL**
12.12.130	Fence	$10	Plus Building Permit fees
	Retaining Wall	$60 for 1st 50 ft/$0.50 per ft over 50 ft	Plus Building Permit fees
	Re-submittal Fee	$45	Per Hour - 1 hour of Field Engineering Tech
	Utility extension request review	$135	Per Hour - 3 hours of Field Engineering Tech
	Landscaping Review	$90	Per Hour - 2 hours Field Engineering Tech
	Driveway/curb-cut	$45	Per Hour - 1 hour of Field Engineering Tech
12.12.160	Debris and Spilled Loads	actual costs	
12.12.180	Application-Variance Request	$500	
12.20.160	Sidewalk Construction orAlteration	$60 for 1st 50 ft/$0.50 per ft over 50 ft	Plus Building Permit fees
	Sidewalk Use	$2 per sq ft	Use of sidewalk for commercial or business purposes plus Application base fee
12.40.020	Building Moving	$5	Per Day
12.48.010	Street Vacation-Petition	$1,000	Street vacation fee comparisons: Lake Stevens - $1,000; Arlington - $1,058; Monroe - $940.
CHAPTER 13	**PARKS**		
	Ferguson Park picnic shelter	$45	staff cost to manage
	Hill Park small picnic shelter (gazebo)	$45	staff cost to manage
	Hill Park large picnic shelter	$65	staff cost to manage
	Pilchuck Field 1, with or without lights per hour	$10	change from 3 hour increments to per hour - actual lighting cost
	Pilchuck Field 2, (tackle football permitted) per hour	$8	change from 3 hour increments to per hour reservation fee - split fields
	Pilchuck Field 3, (tackle football permitted) per hour	$8	change from 3 hour increments to per hour reservation fee - split fields

CITY OF SNOHOMISH - FEE SCHEDULE - ADOPTED PER RESOLUTION XXXX - FEBRUARY XX, 2016			
SMC	**FEE TYPE**	**PROPOSED FEE**	**DESCRIPTION/DETAIL**
13.04.155	League application fee - youth, 1-25 games/practices	$50	additional Staff time it takes to process applications and schedule
	League application fee - adult, 1-25 games/practices	$75	additional Staff time it takes to process applications and schedule
	League application fee - youth, 26-50 games/practices	$75	additional Staff time it takes to process applications and schedule
	League application fee - adult, 26-50 games/practices	$100	additional Staff time it takes to process applications and schedule
	Tournament application fee - youth (non-refundable)	$100	additional Staff time it takes to process applications and schedule
	Tournament application fee - adult (non-refundable)	$125	
	Field or Court Hourly Rental-Non League	$10	Baseball field, basketball court, volleyball, or tennis court - per hour
	Carnegie Education Center Associate User	$5	Per Hour
	Carnegie Education Center Associate User	$30	Per Day
CHAPTER 14	**LAND USE DEVELOPMENT**		
	Home Occupation	$25	
	PRE-APPLICATION		
	Preliminary Short Plat (2-4 lots) without PRD	$2,000 base fee + $75 per lot and tract	Assumes 28 hours of review & coordination plus administrative/notification costs. SEPA and critical area reviews, if required, are additional.
	Short Plat Construction Review and Inspection	$800 base fee + $50 per lot and tract	Assumes 16 hours of plan review and inspection plus administrative costs.
	Final Short Plat	$1,000	Assumes 14 hours of review.

CITY OF SNOHOMISH - FEE SCHEDULE - ADOPTED PER RESOLUTION XXXX - FEBRUARY XX, 2016			
SMC	**FEE TYPE**	**PROPOSED FEE**	**DESCRIPTION/DETAIL**
	Preliminary Plat without PRD	$2,750 base fee + $50 per lot + $3,000 Hearing Examiner deposit	Assumes 50 hours of review & coordination plus administrative/notification costs. SEPA review and critical area review, if required, are additional.
	Plat Construction Review and Inspection	5-29 lots: $2,500 base fee + $75 per lot; 30+ lots: $2,500 base fee + $100 per lot	Assumes 50-200 hours for review, coordination, and inspection
	Final Plat	$1,500	Assumes 20 hours of review plus administrative costs.
	Boundary Line Adjustment	$1,000	Assumes 12 hours of review plus administrative costs.
	Planned Residential Development (with or without subdivision - 4 or fewer dwelling units)	$2,000 + $2,500 Hearing Examiner deposit	Assumes 26 hours of review plus administrative costs. SEPA and critical area reviews are additional.
	Planned Residential Development (without subdivision - 5 or more dwelling units)	$2,000 base fee + $75 per dwelling unit + $3,000 Hearing Examiner deposit	Assumes 50 hours of review plus administrative costs. SEPA and critical area reviews are additional.
	Administrative Development Plan (SEPA exempt)	$800	Assumes 11 hours of review plus administrative costs. Critical area review, if required, is additional.
	Administrative Development Plan (subjet to SEPA)	$2,200	Assumes 27 hours of review plus administrative costs. SEPA review and critical area review, if required, are separate.

CITY OF SNOHOMISH - FEE SCHEDULE - ADOPTED PER RESOLUTION XXXX - FEBRUARY XX, 2016			
SMC	**FEE TYPE**	**PROPOSED FEE**	**DESCRIPTION/DETAIL**
14.10.010	Recorded Development Plan (SEPA exempt)	$1,600 base fee + $2,500 Hearing Examiner deposit	Assumes 20 hours of review plus administrative costs. Critical area review, if required, is additional.
	Recorded Development Plan (subject to SEPA)	$2,600 base fee + $3,000 Hearing Examiner deposit	Assumes 35 hours of review plus administrative costs. SEPA review and critical area review, if required, are separate.
	DESIGN REVIEW		
	Landscape Plan Review	$0	
	Environmental (SEPA) Review (DNS/MDNS)	$650	Assumes 6 hours of review plus administrative costs.
	Environmental (SEPA) Review (Environmental Impact Statement)	$2,500 + actual consultant costs	Assumes 40 hours of review.
	Shoreline Substantial Development Permit - Administrative	N/A	No current provision for administrative review
	Shoreline Substantial Development Permit (Hearing Examiner)	$3,200 + $3,500 Hearing Examiner Deposit	Assumes 40 hours of review plus administrative costs. SEPA review and critical area review, if required, are separate.
	Minor Variance	$400	Assumes 5 hours of review.
	Major Variance	$2,000 + $2,000 Hearing Exminer deposit	Assumes 25 hours of review plus administrative costs.
	Critical Area Variance	$2,000 + $2,500 Hearing Examiner deposit	Assumes 25 hours of review plus administrative costs. SEPA review, if required, and critical area review are separate.
	Conditional Use Permit	$3,000 + $3,000 Hearing Examiner deposit	Assumes 40 hours of review plus administrative costs. SEPA review and critical area review, if required, are separate.

CITY OF SNOHOMISH - FEE SCHEDULE - ADOPTED PER RESOLUTION XXXX - FEBRUARY XX, 2016			
SMC	**FEE TYPE**	**PROPOSED FEE**	**DESCRIPTION/DETAIL**
	Site Civil Permit (non-subdivision)	0.2% of engineer's construction cost estimate ($1,500 minimum).	Based on data for a range of projects.
	Tier 1 Wireless Communications Facility (WCF) Permit	Pending	
	Tier 2 WCF Permit	Pending	
	Tier 3 WCF Permit (Administrative)	Pending	
	Tier 3 WCF Permit (Hearing Examiner)	Pending	
	Critical Areas Review	$200 + $1,200 consultant deposit	Assumes 3 hours of coordination
	Radio Frequency Engineering Review	$200 + $1,200 consultant deposit	Assumes 3 hours of coordination
	Appeal of Administrative Decision, Interpretation or SEPA Determination	$500	Fee does not cover City costs.
14.290.040	School Impact Fee-Multi-Family/Studio/1 BR	$0	Based on School District CFP
	School Impact Fee-Multi-Family/2+BR	$0	Based on School District CFP
	School Impact Fee-Single Family	$0	Based on School District CFP
14.295.090	Traffic Impact Fee	$1,422	Per net new PM peak-hour trip
14.300.070	Park Impact Fee-SFR	$4,150	per SFR unit
	Park Impact Fee-MF	$3,600	per MF unit
CHAPTER 15	**SEWER, WATER & STORMWATER**		
	Water Service Only Connection Fee 5/8"	$1,381	
	Water Service Only Connection Fee 1"	$3,453	
	Water Service Only Connection Fee 1-1/2"	$6,905	
	Water Service Only Connection Fee 2"	$11,048	
	Water Service Only Connection Fee 3"	$22,096	

CITY OF SNOHOMISH - FEE SCHEDULE - ADOPTED PER RESOLUTION XXXX - FEBRUARY XX, 2016			
SMC	**FEE TYPE**	**PROPOSED FEE**	**DESCRIPTION/DETAIL**
15.04.120	Water Service Only Connection Fee 4"	$34,525	
	Water Service Only Connection Fee 6"	$69,050	
	Water Service Only Connection Fee 8"	$110,480	
	Wastewater Service Connection Fee 5/8"	$6,340	
	Wastewater Service Connection Fee 1"	$15,850	
	Wastewater Service Connection Fee 1-1/2"	$31,700	
	Wastewater Service Connection Fee 2"	$50,720	
	Wastewater Service Connection Fee 3"	$101,440	
	Wastewater Service Connection Fee 4"	$158,500	
	Wastewater Service Connection Fee 6"	$317,000	
	Wastewater Service Connection Fee 8"	$507,200	
15.04.125	Capital Facility Charge for water service only 5/8"	$3,001	
	Capital Facility Charge for water service only 1"	$7,503	
	Capital Facility Charge for water service only 1-1/2"	$15,005	
	Capital Facility Charge for water service only 2"	$24,008	
	Capital Facility Charge for water service only 3"	$48,016	
	Capital Facility Charge for water service only 4"	$75,025	
	Capital Facility Charge for water service only 6"	$150,050	
	Capital Facility Charge for water service only 8"	$240,080	
	Capital Facility Charge for wastewater service 5/8"	$2,975	
	Capital Facility Charge for wastewater service 1"	$7,438	
	Capital Facility Charge for wastewater service 1-1/2"	$14,875	
	Capital Facility Charge for wastewater service 2"	$23,800	

CITY OF SNOHOMISH - FEE SCHEDULE - ADOPTED PER RESOLUTION XXXX - FEBRUARY XX, 2016			
SMC	**FEE TYPE**	**PROPOSED FEE**	**DESCRIPTION/DETAIL**
	Capital Facility Charge for wastewater service 3"	$47,600	
	Capital Facility Charge for wastewater service 4"	$74,375	
	Capital Facility Charge for wastewater service 6"	$148,750	
	Capital Facility Charge for wastewater service 8"	$238,000	
15.04.126	Special Development for 5/8" Trunkline	$8,288	Project Development Fee in Special Development Area for the Cemetery Creek Wastewater Trunkline 5/8"
	Special Development for 1" Trunkline	$21,217	Project Development Fee in Special Development Area for the Cemetery Creek Wastewater Trunkline 1"
	Special Development for 1-1/2" Trunkline	$47,739	Project Development Fee in Special Development Area for the Cemetery Creek Wastewater Trunkline 1-1/2"
	Special Development for 2" Trunkline	$84,869	Project Development Fee in Special Development Area for the Cemetery Creek Wastewater Trunkline 2"
	Special Development for 3" Trunkline	$190,956	Project Development Fee in Special Development Area for the Cemetery Creek Wastewater Trunkline 3"
	Special Development for 4" Trunkline	$339,476	Project Development Fee in Special Development Area for the Cemetery Creek Wastewater Trunkline 4"
	Special Development for 6" Trunkline	$763,822	Project Development Fee in Special Development Area for the Cemetery Creek Wastewater Trunkline 6"
	Special Development for 8" Trunkline	$1,357,906	Project Development Fee in Special Development Area for the Cemetery Creek Wastewater Trunkline 8"

CITY OF SNOHOMISH - FEE SCHEDULE - ADOPTED PER RESOLUTION XXXX - FEBRUARY XX, 2016			
SMC	**FEE TYPE**	**PROPOSED FEE**	**DESCRIPTION/DETAIL**
	For Meters Larger than 8"	TBD	Charge shall be based on the proportional change in the sectional area of the meter size in relation to the sectional area of a 5/8" meter
15.04.035	City Installation from Main to Meter Base Permit Fee (Water Meter, Sewer)	$50	
	Drop-In Only Base Permit Fee (Water Meter, Sewer)	$50	
	City Installation from Main to Meter Inspection Fee (Side Sewer)	$75	
	Drop-In Only Inspection Fee (Side Sewer)	$75	
	City Installation from Main to Meter Installation Fee 5/8"	$2,491	
	City Installation from Main to Meter Installation Fee 1"	$3,770	
	City Installation from Main to Meter Installation Fee 1-1/2"	$3,924	
	City Installation from Main to Meter Installation Fee 2"	$5,599	
	City Installation from Main to Meter Installation Fee 3"	Actual Costs	
	City Installation from Main to Meter Installation Fee 4"	Actual Costs	
	City Installation from Main to Meter Installation Fee 6"	Actual Costs	
	City Installation from Main to Meter Installation Fee 8"	Actual Costs	
	Drop-In Installation Fee 5/8"	$476	
	Drop-In Installation Fee 1"	$559	
	Drop-In Installation Fee 1-1/2"	$844	
	Drop-In Installation Fee 2"	$1,852	

CITY OF SNOHOMISH - FEE SCHEDULE - ADOPTED PER RESOLUTION XXXX - FEBRUARY XX, 2016			
SMC	**FEE TYPE**	**PROPOSED FEE**	**DESCRIPTION/DETAIL**
	Drop-In Installation Fee 3"	$2,548	
	Drop-In Installation Fee 4"	$4,208	
	Drop-In Installation Fee 6"	$6,492	
	Drop-In Installation Fee 8"	$10,254	
15.04.110 **15.13.100**	Rates for water, wastewater, and stormwater	as per resolution	
15.04.143	Deferral Administrative Fee	$100	
CHAPTER 19	**BUILDINGS & CONSTRUCTION**		
19.04	Appeals of Orders, Decisions or Determinations of the Building/Fire Official	$500	
	Building Permit	Valuation Based	Based on valuation per Schedule A
	Building Plan Review -Permit Fee x	$0.75	
	Building Investigative Fee-Permit Fee x	$2	Work without a permit and/or inspection
	Certificate of Occupancy	$50	
	Change of Use Permit	$50	
	Consultation inspection (per hour)	$50	
	Demolition - commercial	$200	
	Demolition - garage, shed, etc.	$20	
	Demolition - residential	$100	
	Fence Permit	$50	
	Foundation Only Permit	$500	
	Fire Alarm & Sprinkler System Permit	Valuation Based	
	Fire Alarm & Sprinkler Permit-Plan review (per hour)	$75	
	Fire Alarm & Sprinkler Permit-Inspection (per hour)	$75	
	Fireworks Stand Inspection	$75	Building Official and/or Fire Marshall per hour rate
	Fireworks Stand Inspection-Sno Co Fire District	$75	Per Hour

CITY OF SNOHOMISH - FEE SCHEDULE - ADOPTED PER RESOLUTION XXXX - FEBRUARY XX, 2016			
SMC	**FEE TYPE**	**PROPOSED FEE**	**DESCRIPTION/DETAIL**
	After-Hours Inspection	$50	Per Hour. After hours at 3 hr minimum charge
	Foundation permit only	$500	
	Pre-move inspection (building relocation)	$50	
	Mobile Home Permit-Foundation	$500	
	Mobile Home Inspection of marriage lines	$50	
	Re-Roof Permit	Valuation Based	Residential or Commercial
	Sign Permit Base	$50	Includes land use review
	Mechanical		
	Base Permit Fee-Residential	$50	
	Inspections after hours	$150	Per Hour. After hours at 3 hr minimum charge
	Investigative fee-Permit fee x	$2	work without permits/inspections
	Plan Review-Permit fee x	$0.75	
	Re-inspection	$100	Each inspection
	Consultation inspecton	$50	Per Hour
	Absorption systems 3HP<100k	$30	
	Absorption systems 3HP>100k	$40	
	Absorption systems 15HP>500k	$50	
	Absorption systems 30HP>1 mil	$70	
	Air conditioning unit<100k (electric)	$30	
	Air conditioning unit>100k (electric)	$40	
	Air conditioning unit>500k (electric)	$50	
	Air conditioning unit<100k (gas)	$30	
	Air conditioning unit>100k (gas)	$40	
	Air conditioning unit>500k (gas)	$50	
	Air handling units<10,000cfm	$15	
	Air handling units>10,000cfm	$30	
	Boiler<100k (electric)	$30	
	Boiler>100k (electric)	$40	
	Boiler>500k (electric)	$50	

CITY OF SNOHOMISH - FEE SCHEDULE - ADOPTED PER RESOLUTION XXXX - FEBRUARY XX, 2016			
SMC	**FEE TYPE**	**PROPOSED FEE**	**DESCRIPTION/DETAIL**
19.04	Boiler >1 mil (electric)	$70	
	Boiler<100k (gas)	$30	
	Boiler>100k (gas)	$40	
	Boiler>500k (gas)	$50	
	Boiler>1 mil (gas)	$70	
	Clothes Dryer and vent	$15	
	Commercial hood and duct w/fire suppression	Valuation Based	
	Compressor 3HP<100k	$30	
	Compressor 3HP>100k	$40	
	Compressor 15HP>500k	$50	
	Compressor 30HP>1 mil	$70	
	Condensers	$30	
	Ductwork (drawings required)	$30	
	Evaporative cooler	$30	
	Exhaust fans and ducts	$15	
	Expansion tank	$15	
	Fireplace/insert/stove	$30	
	Furnace – forced air<100k	$30	
	Furnace – forced air>100k	$40	
	Gas piping – base 5 outlets	$10	
	Gas piping - additional outlet (ea)	$2	
	Heat exchangers	$30	
	Heat pump	$30	
	Heaters – suspended gas	$30	
	Heaters – unit gas	$30	
	Heaters – wall gas	$30	
	Hot water heat coils	$30	
	Medical gas piping: 1 – 5 outlets	$65	
	Medical gas piping-Additional outlets (each)	$7.50	
	Medical Gas Piping-Plan review-Permit fee x	$0.75	

CITY OF SNOHOMISH - FEE SCHEDULE - ADOPTED PER RESOLUTION XXXX - FEBRUARY XX, 2016			
SMC	**FEE TYPE**	**PROPOSED FEE**	**DESCRIPTION/DETAIL**
	Other Appliances/Equipment (no established fee)	$30	
	Pellet stove	$30	
	Range/cook top - gas fired	$30	
	Range hood /residential	$15	
	Range hood/commercial	Valuation Based	
	Refrigeration unit <100k	$30	
	Refrigeration unit >100k	$40	
	Refrigeration unit >500k	$50	
	Re-inspection fee	$100	
	Water heater – gas fired	$30	
	Wood stove	$50	
	Plumbing		
	Base permit fee	$50	
	After Hours Inspection	$150	Three hour minimum charge
	Investigation Fee-permit fee x	$2.00	Work without a permit and/or inspection
	Plan review-Permit fee x	$0.75	
	Re-inspection (per inspection)	$100	
	Consultation inspection (per hour)	$50	
	Cross Connection/Pre-Treatment insp (per hr)	$50	
	Backflow assembly	$50	
	Bathtub/shower combination	$15	
	Building main waste	$30	
	Clothes washer	$15	
	Condensate drain	$15	
	Dishwasher - commercial	$20	
	Dishwasher – residential	$15	
	Drinking fountain/water cooler	$15	
	Fixture Count for Water Meter Sizing	$50	
	Floor drain/floor sink	$15	
	Food disposal – commercial	$15	

CITY OF SNOHOMISH - FEE SCHEDULE - ADOPTED PER RESOLUTION XXXX - FEBRUARY XX, 2016			
SMC	**FEE TYPE**	**PROPOSED FEE**	**DESCRIPTION/DETAIL**
19.04	Footing drains	$15	
	Grease interceptor – exterior	$350	
	Grease trap – interior	$150	
	Hose bib	$15	
	Ice maker	$15	
	Indirect waste receptor	$15	
	Irrigation System: 1 – 25 heads	$15	
	Irrigation System: 25+ heads	$30	
	Kitchen sink – commercial	$20	
	Kitchen sink and disposal – residential	$15	
	Laundry trap/mop sink	$15	
	Lavatory	$15	
	Rainwater systems (per drain inside building)	$15	
	Reclaimed water systems	$50	
	Roof drains	$15	
	Shower (only)	$15	
	Sink – bar, service, etc.	$15	
	Specialty fixture	$15	
	Swimming pool, spa, hot tub	Valuation Based	
	Toilet	$15	
	Trailer park unit sewer (each)	$30	
	Trap primer	$15	
	Urinal	$15	
	Water filter system	$15	
	Water heater	$15	
	Water service line from meter to building	$15	

CITY OF SNOHOMISH - FEE SCHEDULE - ADOPTED PER RESOLUTION XXXX - FEBRUARY XX, 2016			
SMC	**FEE TYPE**	**PROPOSED FEE**	**DESCRIPTION/DETAIL**
	Valuations		
19.04.200	$1 to $500	$23.50	
	$501 to $2,000	$23.50 for the first $500 + $3.05 for each additional $100, or fraction thereof	
	$2,001 to $25,000	$69.25 for the first $2,000 + $14 for each additional $1,000 or fraction thereof	
	$25,001 to $50,000	$391.25 for the first $25,000 + $10.10 for each addl $1,000 or fraction thereof	
	$50,001 to $100,000	$643.75 for the first $50,000 + $7 for each addtl $1,000, or fraction thereof	
	$100,001 to $500,000	$993.75 for the first $100,000 plus $5.60 for each additional $1,00 of fraction thereof	
	$500,001 to $1,000,000	$3,233.75 for the first $500,000 plus $4.75 for each additional $1,000 or fraction thereof	

CITY OF SNOHOMISH - FEE SCHEDULE - ADOPTED PER RESOLUTION XXXX - FEBRUARY XX, 2016			
SMC	**FEE TYPE**	**PROPOSED FEE**	**DESCRIPTION/DETAIL**
	$1,000,001 and up	$5,608.75 for the first $1,000,000 plus $3.65 for each addl $1,000 or fraction thereof	
CHAPTER 20	**HOUSE TRAILERS**		
20.04.060	Trailer Camp Inspection	$15	
20.04.070	Trailer Camp License	$25	$1.00/per trailer or $25 minimum license
20.04.100	Trailer Camp Transfer	$5	

ATTACHMENT B

CITY OF SNOHOMISH
Snohomish, Washington

DRAFT ORDINANCE 2299

AN ORDINANCE OF THE CITY OF SNOHOMISH, WASHINGTON, AUTHORIZING CODE SECTIONS RELATING TO IMPOSITION OF FEES FOR GOODS, SERVICES AND FUNCTIONS PROVIDED BY THE CITY AND AMENDING SNOHOMISH MUNICIPAL CODE CHAPTER 3.45 ENTITLED "FINANCE CHARGES" AND CHAPTER 5.70 ENTITLED "WAYFINDING SIGNS" AND SECTIONS 3.16.080 ENTITLED "LATE PAYMENT FEE", 3.18.060 ENTITLED "LATE PAYMENT FEE", 3.20.010 ENTITLED "APPLICATION FEE", 5.08.060 ENTITLED "APPLICATION", 5.10.085 ENTITLED "CLEANING/DAMAGE DEPOSIT", 5.36.030 ENTITLED "APPLICATION FOR PERMIT AND LICENSE", 5.36.050 ENTITLED "LICENSE FEES", 5.53.040 ENTITLED "TAX PAYMENTS", 5.60.030 ENTITLED "ADULT CABARET, ADULT DRIVE-IN THEATER, ADULT MOTION PICTURE THEATER LICENSES", 5.60.040 ENTITLED "ADULT MOTION PICTURE THEATER OR ADULT DRIVE-IN THEATER MANAGER, PROJECTIONIST, USHER AND SECURITY PERSONNEL LICENSES", 5.60.050 ENTITLED "ADULT CABARET MANAGER, ASSISTANT MANAGER, SECURITY PERSONNEL AND ENTERTAINER LICENSES", 5.62.030 ENTITLED "ADULT PANORAM LICENSE", 5.62.040 ENTITLED "ADULT PANORAM MANAGER AND ASSISTANT MANAGER LICENSES", 7.08.040 ENTITLED "DANGEROUS DOGS AND POTENTIALLY DANGEROUS DOGS CERTIFICATE OF REGISTRATION REQUIRED PREREQUISITES", 9.04.170 ENTITLED "FINGERPRINTING", 9.04.175 ENTITLED "BACKGROUND CHECKS", 9.04.180 ENTITLED "FALSE FIRE ALARM RESPONSE", 11.08.300 ENTITLED "IMMOBILIZATION FEE", 11.12.050 ENTITLED "PERMIT FEE", 12.52.030 ENTITLED "FUNCTIONS OF THE DISTRICT", 13.04.155 ENTITLED "SCHEDULING PARK SPACES AND FACILITIES", 14.300.070 ENTITLED "SCHEDULE OF PARK IMPACT FEES", 15.04.143 ENTITLED "DEFERRAL OF CONNECTION FEE AND CAPITAL FACILITIES CHARGE", 20.04.060 ENTITLED "LICENSE – APPLICATION –CONTENTS – INSPECTION FEE", 20.04.070 ENTITLED "LICENSE – FEE", 20.04.100 ENTITLED "LICENSE – TRANSFERABILITY" PROVIDING FOR SEVERABILITY AND EFFECTIVE DATE

WHEREAS, the City Council finds a Fee Schedule to list all fees charged by the City is beneficial to avoid confusion; and

WHEREAS, it is appropriate that fees be amended by resolution of the City Council from time to time as the need arises; and

WHEREAS, a Fee Schedule describing the various fees is a much more efficient process for establishing fees then citing the fees in City Code,

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF SNOHOMISH, WASHINGTON, DO ORDAIN AS FOLLOWS:

Section 1. SMC Section 3.16.080 entitled "Late Payment Fee" is hereby amended as follows:

> As to all taxes due under this chapter, beginning with tax to be paid for the month of October, 1996, if said tax is not paid on or before the date specified in the various sections of this chapter, a late payment penalty shall accrue and be added to the tax due as follows:
>
> If any tax is not paid within 45 days of its due date, a penalty shall be added ~~equal to five percent (5%) of the tax, with a minimum penalty of $2.00~~ and the City Council shall set the fee under this section by resolution.

Section 2. SMC Section 3.18.060 entitled "Late Payment Fee" is hereby amended as follows:

> As to all taxes due under this chapter, beginning with the tax to be paid on the 20th day of the month following the effective date of imposition of a tax on admissions, if said tax is not collected and remitted by said 20th day, a late payment penalty shall accrue, be fixed, levied and added to the tax collection due from the business as follows:
>
> If any tax is not collected and remitted within forty-five (45) days of its due date, a penalty shall be added ~~equal to five percent (5%) of the tax, with a minimum penalty of TWO DOLLARS ($2)~~ and the City Council shall set the fee under this section by resolution.

Section 3. SMC Section 3.20.010 entitled "Application Fee" is hereby amended as follows:

> The application fee for applications under the Open Space Taxation Act shall be ~~fifty dollars ($50) plus one dollar ($1) per acre, or any part thereof, as specified by the applicant in his or her application~~ set by resolution of the City Council.

Section 4. A new SMC Chapter 3.45 entitled "Finance Charges" is hereby enacted to read as follows:

> **3.45.010 Audio Tape**
> **3.45.020 Copying fees**
> **3.45.030 CD/DVD**
> **3.45.040 Non-Sufficient Funds Fee**
> **3.45.050 Staff Chargeout Rates**

3.45.010 Audio Tape

Any person that requests an audio tape copy from the City shall pay the fee as set by resolution of the City Council.

3.45.020 Copying fees

Any person that requests copies from the City shall pay the appropriate fees as set by resolution of the City Council. Copying fees for public records requests are charged in accordance with state law.

3.45.030 CD/DVD

Any person that requests a CD/DVD copy from the City shall pay the fee as set by resolution of the City Council.

3.45.040 Returned Check Fee

Any check that is paid to the City and returned for non-sufficient funds ("NSF") shall pay the fee as set by resolution of the City Council.

3.45.050 Staff Chargeout Rates

Other reimbursements required by City shall be set by resolution of the City Council.

Section 5. SMC Section 5.08.060 entitled "Application" is hereby amended as follows (all other provisions of Section 5.08.060 remain in effect and unchanged):

> A. An applicant for an initial franchise shall submit to the City a written application on a form provided by the City, at the time and place specified by the City for accepting applications, and accompanied by the designated application fee. An application fee ~~in the amount of $20,000~~ set by resolution of the City Council shall accompany the application to cover costs associated with processing the application, including, without limitation, costs of administrative review, financial, legal, and technical evaluation of the applicant, notice and publication requirements, and document preparation expenses. In the event such costs exceed the application fee, the applicant shall pay the difference to the City within thirty (30) days following receipt of an itemized statement of such costs. Conversely, if such costs are less than the application fee, the City shall refund the difference to the applicant.
>
> …

Section 6. SMC Section 5.10.020 entitled "Permit and Contract requirements" is hereby amended as follows (all other provisions of Section 5.10.020 remain in effect and unchanged):

> …
>
> C. When a special event will be an exercise of rights protected by the First and Fourteenth Amendments to the United States Constitution, the application shall be processed promptly, without charging a fee for political or religious activities or imposing terms or conditions that infringe constitutional freedoms, and in a manner that respects the liberty of applicants and the public.
>
> D. All permit applications shall be accompanied by an application fee to be set by resolution of the City Council; unless otherwise noted in this chapter.

Section 7. SMC Section 5.10.085 entitled "Cleaning/Damage Deposit" is hereby amended as follows:

> For an event not protected by the First and Fourteenth Amendments to the United States Constitution, an applicant may be required to submit to the City a cleaning/damage deposit ~~of $200 for each scheduled day of the event~~, two weeks prior to the starting of the event. The amount of the deposit shall be set by resolution of the City Council. The

deposit shall be refunded to applicant if, upon inspection, all is in order, or a prorated portion thereof as may be necessary to reimburse the City for loss or cleaning costs. The City reserves the right to retain the entire deposit if cleanup is not completed satisfactorily in the time frame as specified in the special events contract

Section 8. SMC Section 5.36.030 entitled "Application for Permit and License" is hereby amended as follows (all other provisions of Section 5.36.030 remain in effect and unchanged):

…

(I) At time of filing the application, pay the City Clerk a fee ~~of twenty-five dollars ($25)~~ set by resolution of the City Council to cover cost of investigation of applicant;

…

Section 9. SMC Section 5.36.050, entitled "License Fees" is hereby amended as follows:

License fees to be charged such applicants shall be ~~at the rate of fifteen dollars ($15) per year, ten dollars ($10) per month, or two dollars ($2) per day~~ set by resolution of the City Council and no portion thereof shall be refunded in the event of cancellation thereof as hereinafter provided.

Section 10. SMC Section 5.60.030 entitled "Adult Cabaret, Adult Drive-In Theater, Adult Motion Picture Theater Licenses" is hereby amended as follows (all other provisions of Section 5.60.030 remain in effect and unchanged):

…

(C) A nonrefundable application fee, ~~of $700.00~~ set by resolution of the City Council must be paid at the time of filing an application in order to defray the costs of processing the application. The annual renewal fee shall be ~~$500.00~~ set by resolution of the City Council.

…

Section 11. SMC Section 5.60.040 entitled "Adult Motion Picture Theater or Adult Drive-In Theater Manager, Projectionist, Usher and Security Personnel Licenses" is hereby amended as follows (all other provisions of Section 5.60.040 remain in effect and unchanged):

(A) No person shall work as a manager, assistant manager, projectionist, usher or security personnel at an adult drive-in theater or adult motion picture theater without a manager, assistant manager, projectionist, usher or security personnel license from the City. Each applicant for a license shall complete an application on forms provided by the City containing the information identified below. A nonrefundable application fee, ~~of $100.00~~ set by resolution of the City Council, shall accompany the application for a manager or assistant manager. A nonrefundable fee, ~~of $25.00~~ set by resolution of the City Council shall accompany the application for a projectionist, usher or security personnel. A copy of the application shall be provided to the Police Department for its review, investigation and recommendation. All applications shall be signed by the applicant and certified to be true under penalty of perjury. Each license application shall require the following information:

…

(D) A license issued under this section shall be valid for one year and must be annually renewed. The annual renewal fee for a manager or assistant manager shall be ~~$75.00~~ set by resolution of the City Council. The annual renewal fee for a projectionist, usher or security personnel shall be ~~$20.00~~ set by set by resolution of the City Council.

Section 12. SMC Section 5.60.050 entitled "Adult Cabaret Manager, Assistant Manager, Security Personnel and Entertainer Licenses" is hereby amended as follows:

(A) No person shall work as a manager, assistant manager, security personnel or adult entertainer at an adult cabaret without an entertainer's, managers, or security personnel's license from the City. Each applicant for a manager's, security personnel's or entertainer's license shall complete an application on forms provided by the City containing the information identified below. A nonrefundable application fee, ~~of $100.00~~ as set by resolution of the City Council, shall accompany the application. A copy of the application shall be provided to the Police Department for its review, investigation and recommendation. All applications shall be signed by the applicant and certified to be true under penalty of perjury. The license application shall require the following information:

…

(E) A license issued under this section shall be valid for one year and must be annually renewed. The annual renewal fee for a manager, assistant manager, adult entertainer or for security personnel shall be ~~$75.00~~ set by resolution of the City Council.

Section 13. SMC Section 5.62.030 entitled "Adult Panoram License" is hereby amended as follows (all other provisions of Section 5.62.030 remain in effect and unchanged):

…

(C) A nonrefundable application fee, ~~of $700.00~~ set by resolution of the City Council, must be paid at the time of filing an application in order to defray the costs of processing the application. The annual renewal fee shall be ~~$500.00~~ set by resolution of the City Council.

…

Section 14. SMC Section 5.62.040 entitled "Adult Panoram Manager and Assistant Manager Licenses" is hereby amended as follows (all other provisions of Section 5.62.040 remain in effect and unchanged):

…

(D) A license issued under this section shall be valid for one year and must be annually renewed. The annual renewal fee for a manager or assistant manager shall be ~~$75.00~~ set by resolution of the City Council.

Section 15. A new SMC Chapter 5.70 entitled "Wayfinding Signs" is hereby enacted to read as follows:

5.70.010 Fees

Any business that requests placement of a downtown wayfinding sign shall pay a fee as set by resolution of the City Council for the first year. The annual renewal fee shall be set by resolution of the City Council.

Section 16. SMC Section 7.08.040 entitled "Dangerous Dogs and Potentially Dangerous Dogs Certificate of Registration Required Prerequisites" is hereby amended as follows (all other provisions of Section 7.08.040 remain in effect and unchanged):

…

(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, set by resolution of the City Council, if the owner presents to the City of Snohomish sufficient evidence of:

…

Section 17. A new SMC Section 9.04.170 entitled "Fingerprinting" is hereby enacted to read as follows:

Any person that requires fingerprinting shall pay the appropriate fee as set by resolution of the City Council. The fee shall cover two cards.

Section 18. A new SMC Section 9.04.175 entitled "Background Checks" is hereby enacted to read as follows:

Any person that requires a background check shall pay the fee set by resolution of the City Council.

Section 19. A new SMC Section 9.04.180 entitled "False Fire Alarm Response" is hereby enacted to read as follows:

Any person that causes a response to a false fire alarm shall pay the appropriate fee as set by resolution of the City Council.

Section 20. SMC Section 11.08.300 entitled "Immobilization Fee" is hereby amended as follows:

Any vehicle immobilized shall be assessed an ~~fifty dollar~~ immobilization fee as set by resolution of the City Council, said fee to be in addition to any other penalty assessed pursuant to this chapter.

Section 21. SMC Section 11.12.050 entitled "Permit Fee" is hereby amended as follows:

The fee for special permits shall be ~~$50.00 per permit per vehicle~~ set by resolution of the City Council. Permits may be issued for any reasonable period of time not exceeding one year. The fee shall be collected by the City Treasurer as a condition of the issuance of any permit.

Section 22. SMC Section 12.12.180 entitled "Variances" is hereby amended as follows (all other provisions of Section 12.12.180 remain in effect and unchanged):

The land use hearing examiner shall have authority to grant variances from any and all provisions of this ordinance and any standards adopted hereunder. All applications for a variance shall be in writing to the City Clerk and shall be accompanied by a ~~$500.00 application~~ fee set by resolution of the City Council. The applicant shall be given ten (10) days' notice of the date on which the land use hearing examiner shall consider the variance. The land use hearing examiner may grant a variance only upon a finding that all of the following facts and conditions exist:

…

Section 23. SMC Section 12.20.160 entitled "Permit Fee Schedule" is hereby amended as follows:

Every applicant for a permit to do work regulated by this code shall, at the time of making such application, pay a permit fee ~~in accordance with the following schedule:~~ set by resolution of the City Council

~~A. For all work consisting of patching and minor repairing of a sidewalk or driveway which does not involve the removal of the existing improvement: none;~~

~~B. For all work consisting of reconstruction of a sidewalk or driveway requiring removal and replacement of all or a portion of the existing improvement, and all new construction of a sidewalk or driveway where one did not previously exist: five dollars.~~

Section 24. SMC Section 12.40.020 entitled "Building Moving – License Fee" is hereby amended as follows:

The license fee for the removal of buildings in, upon, or along any of the places mentioned in Section 12.40.010 hereof, shall be ~~the sum of five dollars per day or part thereof, and for each day or part of a day said building is upon any of said places therein mentioned.~~ set by resolution of the City Council

Section 25. SMC Section 13.04.155 entitled "Scheduling Park Spaces and Facilities" is hereby amended to read as follows (all other provisions of Section 13.04.155 remain in effect and unchanged):

…

E. Any fees associated with park or park shelter usage shall be set by resolution of the City Council.

Section xx. SMC Section 14.290.040 entitled "Establishment of Impact Fees" is hereby amended as follows:

Development	**Per Dwelling Impact Fee**
Single-Family Dwelling	$896 change to 0
Studio or one-bedroom multifamily dwelling	$0

Multifamily dwelling with two or more bedrooms	$0

The impact fee shall be set by resolution of the City Council

Section 26. SMC Section 14.300.070 entitled "Schedule of Park Impact Fees" is hereby amended as follows:

The impact fee shall be ~~as follows:~~ set by resolution of the City Council

~~Land Use Activity~~	~~Fee~~
~~Single Family Dwelling Unit~~	~~$4,150 per unit~~
~~Multi-Family Dwelling Unit~~	~~$3,600 per unit~~

Section 27. SMC Section 15.04.143 entitled "Deferral of Connection Fee and Capital Facilities Charge" is hereby amended as follows:

An owner or owners of a lot or parcel for which one or more new utility connections or one or more larger water meters are required or requested may apply to the City for deferral of the Utility Connection Fee and the Utility Capital Facility Charge for a maximum period of one year from the date of issuance of associated permits. A deferral shall be subject to execution of an agreement with the City to pay a surcharge added to his/her combined utility billing calculated as follows:

The surcharge shall be the sum of the Utility Connection Fee and the Utility Capital Facility Charge increased by an interest factor determined by the City to reflect the City's cost of borrowed money for the term of the deferral plus an administrative fee ~~of one hundred dollars ($100)~~ set by resolution of the City Council. Interest shall be calculated for and compounded at two month intervals until the obligation is fully paid. All unpaid charges and interest shall be due with the utility billing following the close of twelve month deferral term.

Said agreement shall be memorialized in writing in a form approved by the City Attorney and shall authorize the City to record a lien against the lot or parcel for which the surcharge is due. Upon execution of the agreement and recording a lien against the lot or parcel, the owner or owners shall receive a deferral equal to the full amount of the Utility Connection Fee and the Utility Capital Facility Charge. If timely payment is not received with the first utility billing twelve months after permit issuance, water service to the property may be shut off without notice until the final payment is remitted and/or the City may foreclose on the lien.

Payment of all other charges due for applicable utility connection(s), including, but not limited to, applicable Project Development Fees pursuant to SMC 15.04.126, shall be made at the time of permit issuance.

Section 28. SMC Section 20.04.060, entitled "License – Application –Contents – Inspection Fee" is hereby amended as follows:

Every application for a license to operate a trailer camp in the City shall be in writing upon a form provided by the City for that purpose and shall state the name and mailing address of the applicant, a description of the property whereon and wherein it is proposed to conduct such a trailer camp, the name and address of the person who will be manager of and responsible for same, and all other information as required by the application form, which application shall be filed with the City Clerk not less than ten days before the trailer campground is to be made ready for use, and shall be accompanied by an inspection fee ~~of fifteen dollars~~ set by resolution of the City Council, for which the City Treasurer shall issue a receipt to the applicant.

Section 29. SMC Section 20.04.070 entitled "License – Fee" is hereby amended as follows:

The fee for a trailer camp license shall ~~be and is hereby fixed in amount of one dollar per annum for each trailer that said camp is equipped to accommodate, with a minimum license fee hereby fixed in amount of twenty-five dollars per annum~~ set by resolution of the City Council.

Section 30. SMC Section 20.04.100 entitled "License – Transferability" is hereby amended as follows:

A trailer camp license may be transferred to a transferee approved by the City Council upon payment of a ~~five dollar transfer~~ fee set by resolution of the City Council.

Section 31. Severability. If any section, subsection, 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 preempted by state or federal law or regulation, such a decision or preemption shall not affect the validity or constitutionality of the remaining portions of this ordinance or its application to any other persons or circumstances.

Section 32. Effective Date. This ordinance shall be effective five days after adoption and publication by summary.

ADOPTED by the City Council and **APPROVED** by the Mayor this ____ day of _____, 2016.

CITY OF SNOHOMISH

By_____
Karen Guzak, Mayor

ATTEST:

By_____
Pat Adams, City Clerk

APPROVED AS TO FORM:

By_____
Grant K. Weed, City Attorney

ATTACHMENT C

Fee amounts proposed to change are rows highlighted in blue

CITY OF SNOHOMISH - FEE SCHEDULE - ADOPTED PER RESOLUTION XXXX - FEBRUARY XX, 2016				
SMC	**FEE TYPE**	**CURRENT FEE**	**PROPOSED FEE**	**DESCRIPTION/DETAIL**
CHAPTER 3	**FINANCE**			
3.16.080	Occupation Tax Late Fee	5% of Tax	5% of Tax	Minimum late fee $2.00
3.18.060	Admissions Tax Late Fee	5% of Tax	5% of Tax	Minimum late fee $2.00
3.20.010	Open Space Application Fee	$50 plus $1/per acre	$50 plus $1/per acre	
3.45.010	Audio Tape	$5	$5	
3.45.020	Copying - Public Records Request	$0	Fee As Per RCW	
	Copying (per 8 1/2" x 11" page) - B/W	$0.15	$0.15	.10/.20 is the cost of materials only
	Copying (per 8 1/2" x 11" page) - Color	$0	$0.35	.10/.20 is the cost of materials only
	Copying (per 8 1/2" x 14" page) - B/W	$0	$0.40	Copies, Map creation, misc documents
	Copying (per 8 1/2" x 14" page) - Color	$0	$1	
	Copying (per 11" x 17" page) - B/W	$0	$1	
	Copying (per 11" x 17" page) - Color	$0	$1	
	Copying (per 16" x 16" page) - B/W	$0	$3	
	Copying (per 16" x 16" page) - Color	$0	$5	
	Copying (per 24" x 36" page) - B/W	$0	$7	
	Copying (per 24" x 36" page) - Color	$0	$10	
	Copying (per 36" x 48" page) - B/W	$0	$15	Cost is 13.20
	Copying (per 36" x 48" page) - Color	$0	$18	
	Copying (per 42" x 48" page) - B/W	$0	Actual	
	Copying (per 42" x 48" page) - Color	$0	Actual	
3.45.030	CD/DVD	$5	$55	Includes time & material costs. Clerk concern - much easier to copy files to burn to CD for rec req.
3.45.040	NSF Fee	$45	$45	For checks over $5,000 - additional bank charges
	City Manager	$0	$95	
	City Clerk	$0	$60	

Fee amounts proposed to change are rows highlighted in blue

CITY OF SNOHOMISH - FEE SCHEDULE - ADOPTED PER RESOLUTION XXXX - FEBRUARY XX, 2016				
SMC	**FEE TYPE**	**CURRENT FEE**	**PROPOSED FEE**	**DESCRIPTION/DETAIL**
	Economic Development Manager	$0	$65	
	Office/Clerical	$0	$30	
	Finance Director	$0	$75	
	Accounting	$0	$55	
	Planning Director	$0	$70	
	Associate Planner	$0	$45	
	Permit Coordinator	$0	$35	
3.45.050	Building Official/Fire Marshall	$50	$60	
	Snohomish Fire District	$75	$75	
	Public Works Director	$0	$80	
	City Engineer	$0	$65	
	Sr. Utilities Engineer	$0	$60	
	Project Engineer/Project Manager	$0	$60	
	Field Engineering Technician	$0	$45	
	Division Lead	$0	$45	
	Plant Operator	$0	$45	
	Information Service Technician	$0	$55	
CHAPTER 5	**BUSINESS REGULATION-LICENSING**			
	0 - 4 employees	$25	$25	
	5 - 8 employees	$55	$55	
	9 - 10 employees	$100	$100	
	11 - 15 employees	$125	$125	only residential fees increase by #/empl
	16 - 20 employees	$150	$150	
	21 - 30 employees	$200	$200	
	31 - 40 employees	$250	$250	
	41 or more employees	$425	$425	
	Non-resident	$25	$25	
	Farmers' Market Vendor	$25	$25	

Fee amounts proposed to change are rows highlighted in blue

CITY OF SNOHOMISH - FEE SCHEDULE - ADOPTED PER RESOLUTION XXXX - FEBRUARY XX, 2016				
SMC	**FEE TYPE**	**CURRENT FEE**	**PROPOSED FEE**	**DESCRIPTION/DETAIL**
5.02.070	Non-profit Business License	$0	$0	
	Annual Renewal	same as new	same as new	
	Special Event	$5	$5	
	License Transfer	$10	$10	Transfer license from one location to another within the city
	Monthly Late Fee	$10	$10	Monthly late fee each month after license expires
	PBIA - Retail			
	Mall Space(s)	$25	$25	
	<=150 sf	$25	$25	
	151 sf to 500 sf	$50	$50	
	501 sf to 1,000 sf	$100	$100	
	1,001 sf to 1,500 sf	$150	$150	
	1,501 sf to 2,000 sf	$200	$200	
	>=2,0001 sf	$250	$250	
	PBIA - Monthly Late Fee	$10	$15	PBIA - Monthly late fee each month after license
	PBIA - Non Retail			
	<=500 sf	$25	$25	
	501 sf to 1,000 sf	$50	$50	
	1,001 sf to 1,500 sf	$75	$75	
	1,501 sf to 2,000 sf	$100	$100	
	>=2,0001 sf	$125	$125	
	PBIA - Monthly Late Fee	$10	$15	PBIA - Monthly late fee each month after license
	Financial Institutions	$250	$250	
	Hotels, Motels, and Bed & Breakfasts	$12.50 per rm	$12.50 per rm	
5.06.060	Franchise Application Fee	Actual Costs	Actual Costs	
5.06.210	Franchise -Reimbursement	Actual Costs	Actual Costs	Actual expenses for sale/transfer/control change/use of ROW

Fee amounts proposed to change are rows highlighted in blue

CITY OF SNOHOMISH - FEE SCHEDULE - ADOPTED PER RESOLUTION XXXX - FEBRUARY XX, 2016				
SMC	**FEE TYPE**	**CURRENT FEE**	**PROPOSED FEE**	**DESCRIPTION/DETAIL**
5.08.060	Cable TV Franchise application	$20,000	$20,000	Plus any additional actual costs over $20,000 initial fee
5.10.020	Special Event Permit	$0	$0	
5.10.060	Special Event-Policing Services	$69	Actual Costs	Pass-through As Per SCSO DSA Fee Schedule
5.10.085	Special Event - Cleaning/Damage Deposit	$200	$200	Special event deposit shall be refunded after inspection and may be prorated as appropriate
5.36.030	Solicitors or Canvassers - Investigation Fee	$25	$25	
5.36.050	Solicitors or Canvassers - License	$15/year $10/month $2/day	$15/year $10/month $2/day	
5.44	Taxicab	$25	$25	Plus standard Business License and proof of insurance required
5.60.030 5.60.040 5.60.050 5.62.030 5.62.040	Adult Business - New Application	$700 Plus	$700 Plus	Per employee fee - $100/manager $25/each employee
	Adult-Business- Renewal	$500 Plus	$500 Plus	Per employee fee - $75/manager $20/each employee
5.70.010	Downtown wayfinding sign-First Year	$150	$150	
	Downtown Wayfinding-Renewal	$75	$75	
	Downtown kiosk	$0	$0	
CHAPTER 7	**ANIMAL CONTROL**			
7.08.040	Dangerous dog registration	$100	$100	
7.12.010	Tag-Annual-Altered dog	$10	$10	
	Tag-Lifetime-Altered dog	$25	$25	
	Tag-Senior-Altered dog	$0	$0	9+years old
	Tag-Unaltered dog	$36	$36	
	Tag-Service dog	$0	$0	Certification required

Fee amounts proposed to change are rows highlighted in blue

CITY OF SNOHOMISH - FEE SCHEDULE - ADOPTED PER RESOLUTION XXXX - FEBRUARY XX, 2016				
SMC	**FEE TYPE**	**CURRENT FEE**	**PROPOSED FEE**	**DESCRIPTION/DETAIL**
	Tag-Police dog	$0	$0	
	Replacement Dog Tag	$1	$1	
7.12.020	Kennel License - private	$125	$125	Kennel License private kennel or cattery
	Kennel License - commerical	$175	$175	Kennel License commerical kennel or cattery
7.12.030	Animal Impound ~~pickup and transport services (per-hr)~~	$35	$50	
CHAPTER 8	**HEALTH & SANITATION**			
8.12.040	Solid Waste Collection	as per resolution	as per resolution	
CHAPTER 9	**PUBLIC PEACE & SAFETY**			
9.04.170	Fingerprinting (2 Cards) ~~(non-resident)~~	$10	$15	
9.04.175	Background check by WA State Patrol	$19.25	Actual Costs	Pass-through As Per WASP Fee Schedule
9.41.050	**Concealed Pistol Permits**			
	Original	$52.50	$52.50	
	Renewal	$32	$32	
	Late Renewal	$42	$42	
	Replacement of lost or damaged permit	$10	$10	
	~~Alien License Application~~	$0	$0	Remove Fee Line Item. Fee type not used.
	~~Police report - printing~~	$5	$0	Remove Fee Line Item. See Copy fee.
CHAPTER 11	**TRAFFIC**			
11.06.030	Motorized Scooter Ticket	$50/$80/$250	$50/$80/$250	Escalating first, second, third and future penalty amounts
11.08.210	Parking Ticket	$30	$50.00 or 1/2 if paid w/in 24 hrs	
	Parking Ticket - Blocked Alley	$20	$50.00 or 1/2 if paid w/in 24 hrs	
	Parking Ticket - Parked in Handicap Space	$250	$250	

Fee amounts proposed to change are rows highlighted in blue

CITY OF SNOHOMISH - FEE SCHEDULE - ADOPTED PER RESOLUTION XXXX - FEBRUARY XX, 2016				
SMC	**FEE TYPE**	**CURRENT FEE**	**PROPOSED FEE**	**DESCRIPTION/DETAIL**
11.08.300	Immobilization	$50	$50	
11.12.050	Truck Special Permit	$50	$50	Per permit
11.36.030	Abandoned Vehicles	$250	$250 plus	Fee plus actual cost of removal of unauthorized or abandoned
CHAPTER 12	**STREETS & SIDEWALKS**			
12.12.010 12.12.130	Application-Base Fee	$20	$90	Per Hour - 2 hours Field Engineering Tech
	Open street: ~~in pavement~~	$60 for 1st 50 ft/.50c per ft over 50 ft	$60 for 1st 50 ft/$0.50 per ft over 50 ft	
	Moling	$15 for first 20 ft .75c per ft over 20 ft	$60 for 1st 50 ft/$0.50 per ft over 50 ft	Variation may be considered for long projects such as natural gas lines
	Vertical boring	$15	$30	Per boring
	Fence	$10	$10	Plus Building Permit fees
	Retaining Wall	$15 for first 30 ft, .50 per ft over 30 ft	$60 for 1st 50 ft/$0.50 per ft over 50 ft	Plus Building Permit fees
	Re-submittal Fee	$15	$45	Per Hour - 1 hour of Field Engineering Tech
	Utility extension request review	$75	$135	Per Hour - 3 hours of Field Engineering Tech
	Landscaping Review	$0	$90	Per Hour - 2 hours Field Engineering Tech
	~~Driveway/curb-cut: non-residential~~	$25	$0	Remove Fee Line Item
	~~Open street: out of paved area $60 for 1st 50 ft/.25c per ft over 50 ft~~	$0	$0	Remove Fee Line Item
	Driveway/curb-cut~~: residential~~	$10	$45	Per Hour - 1 hour of Field Engineering Tech
12.12.160	Debris and Spilled Loads	actual costs	actual costs	
12.12.180	Application-Variance Request	$500	$500	

Fee amounts proposed to change are rows highlighted in blue

CITY OF SNOHOMISH - FEE SCHEDULE - ADOPTED PER RESOLUTION XXXX - FEBRUARY XX, 2016				
SMC	**FEE TYPE**	**CURRENT FEE**	**PROPOSED FEE**	**DESCRIPTION/DETAIL**
12.20.160	Sidewalk Construction orAlteration	$35 for first 60 ft, .50 per ft over 60 ft	$60 for 1st 50 ft/$0.50 per ft over 50 ft	Plus Building Permit fees
	Sidewalk Use	.50c per sq ft	$2 per sq ft	Use of sidewalk for commercial or business purposes plus Application base fee
12.40.020	Building Moving	$5	$5	Per Day
12.48.010	Street Vacation-Petition	Actual cost	$1,000	Street vacation fee comparisons: Lake Stevens - $1,000; Arlington - $1,058; Monroe - $940.
CHAPTER 13	**PARKS**			
	Ferguson Park picnic shelter	$35	$45	staff cost to manage
	Hill Park small picnic shelter (gazebo)	$35	$45	staff cost to manage
	Hill Park large picnic shelter	$50	$65	staff cost to manage
	Pilchuck Field 1, with or without lights per hour	$20	$10	change from 3 hour increments to per hour - actual lighting cost
	Pilchuck Field 2, (tackle football permitted) per hour	$20	$8	change from 3 hour increments to per hour reservation fee - split fields
	Pilchuck Field 3, (tackle football permitted) per hour	$20	$8	change from 3 hour increments to per hour reservation fee - split fields
	League application fee - youth, 1-25 games/practices	$25	$50	additional Staff time it takes to process applications and schedule
	League application fee - adult, 1-25 games/practices	$50	$75	additional Staff time it takes to process applications and schedule
	League application fee - youth, 26-50 games/practices	$50	$75	additional Staff time it takes to process applications and schedule
	League application fee - adult, 26-50 games/practices	$75	$100	additional Staff time it takes to process applications and schedule

Fee amounts proposed to change are rows highlighted in blue

CITY OF SNOHOMISH - FEE SCHEDULE - ADOPTED PER RESOLUTION XXXX - FEBRUARY XX, 2016				
SMC	**FEE TYPE**	**CURRENT FEE**	**PROPOSED FEE**	**DESCRIPTION/DETAIL**
13.04.155	Tournament application fee - youth (non-refundable)	$75	$100	additional Staff time it takes to process applications and schedule
	Tournament application fee - adult (non-refundable)	$100	$125	
	~~Field or Court Hourly Rental - Youth~~	~~$5~~		~~Baseball field, basketball court or tennis court - per hour~~
	Field or Court Hourly Rental-Non League~~ - Adult~~	$10	$10	Baseball field, basketball court, volleyball, or tennis court - per hour
	~~Outfield only Hourly Rental~~	~~$20~~		~~Tackle football not permitted~~
	~~Field Rental-Field 1- youth~~	~~$15~~		~~Game field for hardball or softball~~
	~~Field Rental-Field 2-youth~~	~~$5~~		~~Practice field for softball only~~
	~~Field Rental-Field 3-youth~~	~~$5~~		~~Practice field for hardball or softball~~
	~~Field Rental-Field 1-adult~~	~~$20~~		~~Game field for hardball or softball~~
	~~Field Rental-Field 2-adult~~	~~$10~~		~~Practice field for softball only~~
	~~Field Rental-Field 3-adult~~	~~$10~~		~~Practice field for hardball or softball~~
	~~NON-RESIDENT~~			
	~~League application fee - youth, 1-25 games/practices~~	~~$50~~		~~remove - never used~~
	~~League application fee - adult, 1-25 games/practices~~	~~$75~~		~~remove - never used~~
	~~League application fee - youth, 26-50 games/practices~~	~~$75~~		~~remove - never used~~
	~~League application fee - adult, 26-50 games/practices~~	~~$100~~		~~remove - never used~~
	~~Tournament application fee - youth (non-refundable)~~	~~$100~~		~~remove - never used~~
	~~Tournament application fee - adult (non-refundable)~~	~~$125~~		~~remove - never used~~

Fee amounts proposed to change are rows highlighted in blue

CITY OF SNOHOMISH - FEE SCHEDULE - ADOPTED PER RESOLUTION XXXX - FEBRUARY XX, 2016				
SMC	**FEE TYPE**	**CURRENT FEE**	**PROPOSED FEE**	**DESCRIPTION/DETAIL**
	~~Field or Court Hourly Rental - Youth~~	~~$10~~		~~Baseball field, basketball court or tennis court - per hour~~
	~~Field or Court Hourly Rental - Adult~~	~~$15~~		~~Baseball field, basketball court or tennis court - per hour~~
	~~Outfield only Hourly Rental~~	~~$30~~		~~Tackle football not permitted~~
	~~Field Rental Field 1 youth~~	~~$25~~		~~Game field for hardball or softball~~
	~~Field Rental Field 2 youth~~	~~$10~~		~~Practice field for softball only~~
	~~Field Rental Field 3 youth~~	~~$10~~		~~Practice field for hardball or softball~~
	~~Field Rental Field 1 adult~~	~~$25~~		~~Game field for hardball or softball~~
	~~Field Rental Field 2 adult~~	~~$15~~		~~Practice field for softball only~~
	~~Field Rental Field 3 adult~~	~~$15~~		~~Practice field for hardball or softball~~
	Carnegie Education Center Associate User	$5	$5	Per Hour
	Carnegie Education Center Associate User	$30	$30	Per Day
	~~Carnegie Education Center Local User Per Hour~~	~~$10~~		~~remove - never used~~
	~~Carnegie Education Center Local User Per Day~~	~~$60~~		~~remove - never used~~
	~~Carnegie Education Center Non-Local User Per Hour~~	~~$20~~		~~remove - never used~~
	~~Carnegie Education Center Non-Local User Per Day~~	~~$120~~		~~remove - never used~~
CHAPTER 14	**LAND USE DEVELOPMENT**			
	Home Occupation	$25	$25	
	PRE-APPLICATION			
	Preliminary Short Plat (~~4~~2-4 lots) without PRD ~~App-Review~~	$1,300 + $65 per acre and + $65 per lot	$2,000 base fee + $75 per lot and tract	Assumes 28 hours of review & coordination plus administrative/notification costs. SEPA and critical area reviews, if required, are additional.

Fee amounts proposed to change are rows highlighted in blue

CITY OF SNOHOMISH - FEE SCHEDULE - ADOPTED PER RESOLUTION XXXX - FEBRUARY XX, 2016				
SMC	**FEE TYPE**	**CURRENT FEE**	**PROPOSED FEE**	**DESCRIPTION/DETAIL**
	Short Plat Construction ~~Plan~~ Review and Inspection ~~• Drainage Plan Review~~ ~~• Private Road Plan Review~~ ~~• Drainage Inspection~~ ~~• Private Road Inspection~~	750 base fee + $0.5 per lineal foot of private roadway + $120 per lot or tract	$800 base fee + $50 per lot and tract	Assumes 16 hours of plan review and inspection plus administrative costs.
	Final Short Plat~~: Document Review and Recording~~	$1,500	$1,000	Assumes 14 hours of review.
	~~Subdivision Application Review~~ Preliminary Plat without PRD	$3,900 + $65 per acre and + $110 per lot	$2,750 base fee + $50 per lot + $3,000 Hearing Examiner deposit	Assumes 50 hours of review & coordination plus administrative/notification costs. SEPA review and critical area review, if required, are additional.
	~~Subdivision~~ Plat Construction ~~Plan~~ Review and Inspection ~~• Drainage Plan Review~~ ~~• Private Road Plan Review~~ ~~• Drainage Inspection~~ ~~• Private Road Inspection~~	$1,000 base fee + $440 per lot/tract	5-29 lots: $2,500 base fee + $75 per lot; 30+ lots: $2,500 base fee + $100 per lot	Assumes 50-200 hours for review, coordination, and inspection
	Final Plat ~~Subdivision Document Review & Recording~~	$2000 + $220 per lot/tract	$1,500	Assumes 20 hours of review plus administrative costs.
	Boundary Line Adjustment	$500	$1,000	Assumes 12 hours of review plus administrative costs.

Fee amounts proposed to change are rows highlighted in blue

CITY OF SNOHOMISH - FEE SCHEDULE - ADOPTED PER RESOLUTION XXXX - FEBRUARY XX, 2016				
SMC	**FEE TYPE**	**CURRENT FEE**	**PROPOSED FEE**	**DESCRIPTION/DETAIL**
14.10.010	Planned Residential Development (with or without subdivision - 4 or fewer dwelling units)	$4,000 + $500 per acre + $50 per dwelling	$2,000 + $2,500 Hearing Examiner deposit	Assumes 26 hours of review plus administrative costs. SEPA and critical area reviews are additional.
	Planned Residential Development (without subdivision - 5 or more dwelling units)		$2,000 base fee + $75 per dwelling unit + $3,000 Hearing Examiner deposit	Assumes 50 hours of review plus administrative costs. SEPA and critical area reviews are additional.
	Administrative Development Plan ~~Review~~ (SEPA exempt) ~~Administrative~~	$250	$800	Assumes 11 hours of review plus administrative costs. Critical area review, if required, is additional.
	Administrative Development Plan (subjet to SEPA)		$2,200	Assumes 27 hours of review plus administrative costs. SEPA review and critical area review, if required, are separate.
	Recorded Development Plan (SEPA exempt) ~~Review with Public Hearing~~	$2,000	$1,600 base fee + $2,500 Hearing Examiner deposit	Assumes 20 hours of review plus administrative costs. Critical area review, if required, is additional.
	Recorded Development Plan (subject to SEPA)		$2,600 base fee + $3,000 Hearing Examiner deposit	Assumes 35 hours of review plus administrative costs. SEPA review and critical area review, if required, are separate.
	DESIGN REVIEW			
	Landscape Plan Review	$200	$0	
	Environmental (SEPA) Review (DNS/MDNS)~~and Threshold Determination~~	$300	$650	Assumes 6 hours of review plus administrative costs.
	Environmental (SEPA) Review (Environmental Impact Statement)		$2,500 + actual consultant costs	Assumes 40 hours of review.

Fee amounts proposed to change are rows highlighted in blue

CITY OF SNOHOMISH - FEE SCHEDULE - ADOPTED PER RESOLUTION XXXX - FEBRUARY XX, 2016				
SMC	**FEE TYPE**	**CURRENT FEE**	**PROPOSED FEE**	**DESCRIPTION/DETAIL**
	Shoreline Substantial Development Permit - Administrative	$250	N/A	No current provision for administrative review
	Shoreline Substantial Development Permit (Hearing Examiner) ~~with Public Hearing~~	$1,500	$3,200 + $3,500 Hearing Examiner Deposit	Assumes 40 hours of review plus administrative costs. SEPA review and critical area review, if required, are separate.
	Minor Variance ~~from Land Use Dev Code - Administrative~~	$50	$400	Assumes 5 hours of review.
	Major Variance ~~from Land Use Dev Code-with Public Hearing~~	$2,000	$2,000 + $2,000 Hearing Exminer deposit	Assumes 25 hours of review plus administrative costs.
	Critical Area Variance ~~Exception~~	$2,000	$2,000 + $2,500 Hearing Examiner deposit	Assumes 25 hours of review plus administrative costs. SEPA review, if required, and critical area review are separate.
	Conditional Use Permit	$0	$3,000 + $3,000 Hearing Examiner deposit	Assumes 40 hours of review plus administrative costs. SEPA review and critical area review, if required, are separate.
	Site Civil Permit (non-subdivision)	$0	0.2% of engineer's construction cost estimate ($1,500 minimum).	Based on data for a range of projects.
	Tier 1 Wireless Communications Facility (WCF) Permit	$0	Pending	
	Tier 2 WCF Permit	$0	Pending	

Fee amounts proposed to change are rows highlighted in blue

CITY OF SNOHOMISH - FEE SCHEDULE - ADOPTED PER RESOLUTION XXXX - FEBRUARY XX, 2016				
SMC	**FEE TYPE**	**CURRENT FEE**	**PROPOSED FEE**	**DESCRIPTION/DETAIL**
	Tier 3 WCF Permit (Administrative)	$0	Pending	
	Tier 3 WCF Permit (Hearing Examiner)	$0	Pending	
	Critical Areas Review	$0	$200 + $1,200 consultant deposit	Assumes 3 hours of coordination
	Radio Frequency Engineering Review	$0	$200 + $1,200 consultant deposit	Assumes 3 hours of coordination
	Appeal of Administrative Decision, Interpretation or SEPA Determination	$500	$500	Fee does not cover City costs.
14.290.040	School Impact Fee-Multi-Family/Studio/1 BR	$0	$0	Based on School District CFP
	School Impact Fee-Multi-Family/2+BR	$0	$0	Based on School District CFP
	School Impact Fee-Single Family	$896	$0	Based on School District CFP
14.295.090	Traffic Impact Fee	$1,422	$1,422	Per net new PM peak-hour trip
14.300.070	Park Impact Fee-SFR	$4,150	$4,150	per SFR unit
	Park Impact Fee-MF	$3,600	$3,600	per MF unit
CHAPTER 15	**SEWER, WATER & STORMWATER**			
15.04.120	Water Service Only Connection Fee 5/8"	$1,381	$1,381	
	Water Service Only Connection Fee 1"	$3,453	$3,453	
	Water Service Only Connection Fee 1-1/2"	$6,905	$6,905	
	Water Service Only Connection Fee 2"	$11,048	$11,048	
	Water Service Only Connection Fee 3"	$22,096	$22,096	
	Water Service Only Connection Fee 4"	$34,525	$34,525	
	Water Service Only Connection Fee 6"	$69,050	$69,050	
	Water Service Only Connection Fee 8"	$110,480	$110,480	
	Wastewater Service Connection Fee 5/8"	$6,340	$6,340	
	Wastewater Service Connection Fee 1"	$15,850	$15,850	
	Wastewater Service Connection Fee 1-1/2"	$31,700	$31,700	

Fee amounts proposed to change are rows highlighted in blue

CITY OF SNOHOMISH - FEE SCHEDULE - ADOPTED PER RESOLUTION XXXX - FEBRUARY XX, 2016				
SMC	**FEE TYPE**	**CURRENT FEE**	**PROPOSED FEE**	**DESCRIPTION/DETAIL**
	Wastewater Service Connection Fee 2"	$50,720	$50,720	
	Wastewater Service Connection Fee 3"	$101,440	$101,440	
	Wastewater Service Connection Fee 4"	$158,500	$158,500	
	Wastewater Service Connection Fee 6"	$317,000	$317,000	
	Wastewater Service Connection Fee 8"	$507,200	$507,200	
15.04.125	Capital Facility Charge for water service only 5/8"	$3,001	$3,001	
	Capital Facility Charge for water service only 1"	$7,503	$7,503	
	Capital Facility Charge for water service only 1-1/2"	$15,005	$15,005	
	Capital Facility Charge for water service only 2"	$24,008	$24,008	
	Capital Facility Charge for water service only 3"	$48,016	$48,016	
	Capital Facility Charge for water service only 4"	$75,025	$75,025	
	Capital Facility Charge for water service only 6"	$150,050	$150,050	
	Capital Facility Charge for water service only 8"	$240,080	$240,080	
	Capital Facility Charge for wastewater service 5/8"	$2,975	$2,975	
	Capital Facility Charge for wastewater service 1"	$7,438	$7,438	
	Capital Facility Charge for wastewater service 1-1/2"	$14,875	$14,875	

Fee amounts proposed to change are rows highlighted in blue

CITY OF SNOHOMISH - FEE SCHEDULE - ADOPTED PER RESOLUTION XXXX - FEBRUARY XX, 2016				
SMC	**FEE TYPE**	**CURRENT FEE**	**PROPOSED FEE**	**DESCRIPTION/DETAIL**
	Capital Facility Charge for wastewater service 2"	$23,800	$23,800	
	Capital Facility Charge for wastewater service 3"	$47,600	$47,600	
	Capital Facility Charge for wastewater service 4"	$74,375	$74,375	
	Capital Facility Charge for wastewater service 6"	$148,750	$148,750	
	Capital Facility Charge for wastewater service 8"	$238,000	$238,000	
15.04.126	Special Development for 5/8" Trunkline	$8,288	$8,288	Project Development Fee in Special Development Area for the Cemetery Creek Wastewater Trunkline 5/8"
	Special Development for 1" Trunkline	$21,217	$21,217	Project Development Fee in Special Development Area for the Cemetery Creek Wastewater Trunkline 1"
	Special Development for 1-1/2" Trunkline	$47,739	$47,739	Project Development Fee in Special Development Area for the Cemetery Creek Wastewater Trunkline 1-1/2"
	Special Development for 2" Trunkline	$84,869	$84,869	Project Development Fee in Special Development Area for the Cemetery Creek Wastewater Trunkline 2"
	Special Development for 3" Trunkline	$190,956	$190,956	Project Development Fee in Special Development Area for the Cemetery Creek Wastewater Trunkline 3"
	Special Development for 4" Trunkline	$339,476	$339,476	Project Development Fee in Special Development Area for the Cemetery Creek Wastewater Trunkline 4"

Fee amounts proposed to change are rows highlighted in blue

CITY OF SNOHOMISH - FEE SCHEDULE - ADOPTED PER RESOLUTION XXXX - FEBRUARY XX, 2016				
SMC	**FEE TYPE**	**CURRENT FEE**	**PROPOSED FEE**	**DESCRIPTION/DETAIL**
	Special Development for 6" Trunkline	$763,822	$763,822	Project Development Fee in Special Development Area for the Cemetery Creek Wastewater Trunkline 6"
	Special Development for 8" Trunkline	$1,357,906	$1,357,906	Project Development Fee in Special Development Area for the Cemetery Creek Wastewater Trunkline 8"
	For Meters Larger than 8"	TBD	TBD	Charge shall be based on the proportional change in the sectional area of the meter size in relation to the sectional area of a 5/8" meter
	City Installation from Main to Meter Base Permit Fee (Water Meter, Sewer)	$50	$50	
	Drop-In Only Base Permit Fee (Water Meter, Sewer)	$50	$50	
	City Installation from Main to Meter Inspection Fee (Side Sewer)	$75	$75	
	Drop-In Only Inspection Fee (Side Sewer)	$75	$75	
	City Installation from Main to Meter Installation Fee 5/8"	$2,491	$2,491	
	City Installation from Main to Meter Installation Fee 1"	$3,770	$3,770	
	City Installation from Main to Meter Installation Fee 1-1/2"	$3,924	$3,924	
	City Installation from Main to Meter Installation Fee 2"	$5,599	$5,599	
15.04.035	City Installation from Main to Meter Installation Fee 3"	Actual Costs	Actual Costs	

Fee amounts proposed to change are rows highlighted in blue

CITY OF SNOHOMISH - FEE SCHEDULE - ADOPTED PER RESOLUTION XXXX - FEBRUARY XX, 2016				
SMC	**FEE TYPE**	**CURRENT FEE**	**PROPOSED FEE**	**DESCRIPTION/DETAIL**
	City Installation from Main to Meter Installation Fee 4"	Actual Costs	Actual Costs	
	City Installation from Main to Meter Installation Fee 6"	Actual Costs	Actual Costs	
	City Installation from Main to Meter Installation Fee 8"	Actual Costs	Actual Costs	
	Drop-In Installation Fee 5/8"	$476	$476	
	Drop-In Installation Fee 1"	$559	$559	
	Drop-In Installation Fee 1-1/2"	$844	$844	
	Drop-In Installation Fee 2"	$1,852	$1,852	
	Drop-In Installation Fee 3"	$2,548	$2,548	
	Drop-In Installation Fee 4"	$4,208	$4,208	
	Drop-In Installation Fee 6"	$6,492	$6,492	
	Drop-In Installation Fee 8"	$10,254	$10,254	
15.04.110 15.13.100	Rates for water, wastewater, and stormwater	as per resolution	as per resolution	
15.04.143	Deferral Administrative Fee	$100	$100	
CHAPTER 19	**BUILDINGS & CONSTRUCTION**			
	Appeals of Orders, Decisions or Determinations of the Building/Fire Official	$500	$500	
	Building Permit	Valuation Based	Valuation Based	Based on valuation per Schedule A
	Building Plan Review -Permit Fee x	$0.75	$0.75	
	Building Investigative Fee-Permit Fee x	$2	$2	Work without a permit and/or inspection
	Certificate of Occupancy	$50	$50	
	Change of Use Permit	$50	$50	
	Consultation inspection (per hour)	$50	$50	
	Demolition - commercial	$200	$200	

Fee amounts proposed to change are rows highlighted in blue

CITY OF SNOHOMISH - FEE SCHEDULE - ADOPTED PER RESOLUTION XXXX - FEBRUARY XX, 2016				
SMC	**FEE TYPE**	**CURRENT FEE**	**PROPOSED FEE**	**DESCRIPTION/DETAIL**
19.04	Demolition - garage, shed, etc.	$20	$20	
	Demolition - residential	$100	$100	
	Fence Permit	$50	$50	
	Foundation Only Permit	$500	$500	
	Fire Alarm & Sprinkler System Permit	Valuation Based	Valuation Based	
	Fire Alarm & Sprinkler Permit-Plan review (per hour)	$75	$75	
	Fire Alarm & Sprinkler Permit-Inspection (per hour)	$75	$75	
	Fireworks Stand Inspection	$75	$75	Building Official and/or Fire Marshall per hour rate
	Fireworks Stand Inspection-Sno Co Fire District	$75	$75	Per Hour
	After-Hours Inspection	$50	$50	Per Hour. After hours at 3 hr minimum charge
	Foundation permit only	$500	$500	
	Pre-move inspection (building relocation)	$50	$50	
	Mobile Home Permit-Foundation	$500	$500	
	Mobile Home Inspection of marriage lines	$50	$50	
	Re-Roof Permit	Valuation Based	Valuation Based	Residential or Commercial
	Sign Permit Base	$50	$50	Includes land use review
	Mechanical			
	Base Permit Fee-Residential	$50	$50	
	Inspections after hours	$150	$150	Per Hour. After hours at 3 hr minimum charge
	Investigative fee-Permit fee x	$2	$2	work without permits/inspections
	Plan Review-Permit fee x	$0.75	$0.75	

Fee amounts proposed to change are rows highlighted in blue

CITY OF SNOHOMISH - FEE SCHEDULE - ADOPTED PER RESOLUTION XXXX - FEBRUARY XX, 2016				
SMC	**FEE TYPE**	**CURRENT FEE**	**PROPOSED FEE**	**DESCRIPTION/DETAIL**
	Re-inspection	$100	$100	Each inspection
	Consultation inspecton	$50	$50	Per Hour
	Absorption systems 3HP<100k	$30	$30	
	Absorption systems 3HP>100k	$40	$40	
	Absorption systems 15HP>500k	$50	$50	
	Absorption systems 30HP>1 mil	$70	$70	
	Air conditioning unit<100k (electric)	$30	$30	
	Air conditioning unit>100k (electric)	$40	$40	
	Air conditioning unit>500k (electric)	$50	$50	
	Air conditioning unit<100k (gas)	$30	$30	
	Air conditioning unit>100k (gas)	$40	$40	
	Air conditioning unit>500k (gas)	$50	$50	
	Air handling units<10,000cfm	$15	$15	
	Air handling units>10,000cfm	$30	$30	
	Boiler<100k (electric)	$30	$30	
	Boiler>100k (electric)	$40	$40	
	Boiler>500k (electric)	$50	$50	
	Boiler >1 mil (electric)	$70	$70	
	Boiler<100k (gas)	$30	$30	
	Boiler>100k (gas)	$40	$40	
	Boiler>500k (gas)	$50	$50	
	Boiler>1 mil (gas)	$70	$70	
	Clothes Dryer and vent	$15	$15	
	Commercial hood and duct w/fire suppression	Valuation Based	Valuation Based	
	Compressor 3HP<100k	$30	$30	
	Compressor 3HP>100k	$40	$40	
19.04	Compressor 15HP>500k	$50	$50	

Fee amounts proposed to change are rows highlighted in blue

CITY OF SNOHOMISH - FEE SCHEDULE - ADOPTED PER RESOLUTION XXXX - FEBRUARY XX, 2016				
SMC	**FEE TYPE**	**CURRENT FEE**	**PROPOSED FEE**	**DESCRIPTION/DETAIL**
	Compressor 30HP>1 mil	$70	$70	
	Condensers	$30	$30	
	Ductwork (drawings required)	$30	$30	
	Evaporative cooler	$30	$30	
	Exhaust fans and ducts	$15	$15	
	Expansion tank	$15	$15	
	Fireplace/insert/stove	$30	$30	
	Furnace – forced air<100k	$30	$30	
	Furnace – forced air>100k	$40	$40	
	Gas piping – base 5 outlets	$10	$10	
	Gas piping - additional outlet (ea)	$2	$2	
	Heat exchangers	$30	$30	
	Heat pump	$30	$30	
	Heaters – suspended gas	$30	$30	
	Heaters – unit gas	$30	$30	
	Heaters – wall gas	$30	$30	
	Hot water heat coils	$30	$30	
	Medical gas piping: 1 – 5 outlets	$65	$65	
	Medical gas piping-Additional outlets (each)	$7.50	$7.50	
	Medical Gas Piping-Plan review-Permit fee x	$0.75	$0.75	
	Other Appliances/Equipment (no established fee)	$30	$30	
	Pellet stove	$30	$30	
	Range/cook top - gas fired	$30	$30	
	Range hood /residential	$15	$15	
	Range hood/commercial	Valuation Based	Valuation Based	
	Refrigeration unit <100k	$30	$30	
	Refrigeration unit >100k	$40	$40	

Fee amounts proposed to change are rows highlighted in blue

CITY OF SNOHOMISH - FEE SCHEDULE - ADOPTED PER RESOLUTION XXXX - FEBRUARY XX, 2016				
SMC	**FEE TYPE**	**CURRENT FEE**	**PROPOSED FEE**	**DESCRIPTION/DETAIL**
	Refrigeration unit >500k	$50	$50	
	Re-inspection fee	$100	$100	
	Water heater – gas fired	$30	$30	
	Wood stove	$50	$50	
	Plumbing			
	Base permit fee	$50	$50	
	After Hours Inspection	$150	$150	Three hour minimum charge
	Investigation Fee-permit fee x	$2.00	$2.00	Work without a permit and/or inspection
	Plan review-Permit fee x	$0.75	$0.75	
	Re-inspection (per inspection)	$100	$100	
	Consultation inspection (per hour)	$50	$50	
	Cross Connection/Pre-Treatment insp (per hr)	$50	$50	
	Backflow assembly	$50	$50	
	Bathtub/shower combination	$15	$15	
	Building main waste	$30	$30	
	Clothes washer	$15	$15	
	Condensate drain	$15	$15	
	Dishwasher - commercial	$20	$20	
	Dishwasher – residential	$15	$15	
	Drinking fountain/water cooler	$15	$15	
	Fixture Count for Water Meter Sizing	$50	$50	
	Floor drain/floor sink	$15	$15	
	Food disposal – commercial	$15	$15	
	Footing drains	$15	$15	
	Grease interceptor – exterior	$350	$350	
	Grease trap – interior	$150	$150	
	Hose bib	$15	$15	
19.04	Ice maker	$15	$15	

Fee amounts proposed to change are rows highlighted in blue

CITY OF SNOHOMISH - FEE SCHEDULE - ADOPTED PER RESOLUTION XXXX - FEBRUARY XX, 2016				
SMC	**FEE TYPE**	**CURRENT FEE**	**PROPOSED FEE**	**DESCRIPTION/DETAIL**
	Indirect waste receptor	$15	$15	
	Irrigation System: 1 – 25 heads	$15	$15	
	Irrigation System: 25+ heads	$30	$30	
	Kitchen sink – commercial	$20	$20	
	Kitchen sink and disposal – residential	$15	$15	
	Laundry trap/mop sink	$15	$15	
	Lavatory	$15	$15	
	Rainwater systems (per drain inside building)	$15	$15	
	Reclaimed water systems	$50	$50	
	Roof drains	$15	$15	
	Shower (only)	$15	$15	
	Sink – bar, service, etc.	$15	$15	
	Specialty fixture	$15	$15	
	Swimming pool, spa, hot tub	Valuation Based	Valuation Based	
	Toilet	$15	$15	
	Trailer park unit sewer (each)	$30	$30	
	Trap primer	$15	$15	
	Urinal	$15	$15	
	Water filter system	$15	$15	
	Water heater	$15	$15	
	Water service line from meter to building	$15	$15	
	Valuations			
	$1 to $500	$23.50	$23.50	

Fee amounts proposed to change are rows highlighted in blue

CITY OF SNOHOMISH - FEE SCHEDULE - ADOPTED PER RESOLUTION XXXX - FEBRUARY XX, 2016				
SMC	**FEE TYPE**	**CURRENT FEE**	**PROPOSED FEE**	**DESCRIPTION/DETAIL**
19.04.200	$501 to $2,000	$23.50 for the first $500 + $3.05 for each additional $100, or fraction thereof	$23.50 for the first $500 + $3.05 for each additional $100, or fraction thereof	
	$2,001 to $25,000	$69.25 for the first $2,000 + $14 for each additional $1,000 or fraction thereof	$69.25 for the first $2,000 + $14 for each additional $1,000 or fraction thereof	
	$25,001 to $50,000	$391.25 for the first $25,000 + $10.10 for each addl $1,000 or fraction thereof	$391.25 for the first $25,000 + $10.10 for each addl $1,000 or fraction thereof	
	$50,001 to $100,000	$643.75 for the first $50,000 + $7 for each addtl $1,000, or fraction thereof	$643.75 for the first $50,000 + $7 for each addtl $1,000, or fraction thereof	
	$100,001 to $500,000	$993.75 for the first $100,000 plus $5.60 for each additional $1,00 of fraction thereof	$993.75 for the first $100,000 plus $5.60 for each additional $1,00 of fraction thereof	

Fee amounts proposed to change are rows highlighted in blue

CITY OF SNOHOMISH - FEE SCHEDULE - ADOPTED PER RESOLUTION XXXX - FEBRUARY XX, 2016				
SMC	**FEE TYPE**	**CURRENT FEE**	**PROPOSED FEE**	**DESCRIPTION/DETAIL**
	$500,001 to $1,000,000	$3,233.75 for the first $500,000 plus $4.75 for each additional $1,000 or fraction thereof	$3,233.75 for the first $500,000 plus $4.75 for each additional $1,000 or fraction thereof	
	$1,000,001 and up	$5,608.75 for the first $1,000,000 plus $3.65 for each addl $1,000 or fraction thereof	$5,608.75 for the first $1,000,000 plus $3.65 for each addl $1,000 or fraction thereof	
CHAPTER 20	**HOUSE TRAILERS**			
20.04.060	Trailer Camp Inspection	$15	$15	
20.04.070	Trailer Camp License	$25	$25	$1.00/per trailer or $25 minimum license
20.04.100	Trailer Camp Transfer	$5	$5	
	~~**Miscellaneous Services Documents ($5 for CD)**~~			
	~~Community Development Plan~~	$30		Remove Fee Line Item. See Copy fee.
	~~Design Standards Outside Historic District~~	$5		Remove Fee Line Item. See Copy fee.
	~~Economic Development Plan~~	$16.50		Remove Fee Line Item. See Copy fee.
	~~Engineering Standards with notebook~~	$21		Remove Fee Line Item. See Copy fee.
	~~with dividers~~	$18		Remove Fee Line Item. See Copy fee.
	~~Land Use Development Code - Title 14~~	$11		Remove Fee Line Item. See Copy fee.
	~~Municipal Code~~	$35		Remove Fee Line Item. See Copy fee.
	~~Police Reports~~	$5		Remove Fee Line Item. See Copy fee.
	~~Shoreline Management Master Plan~~	$5		Remove Fee Line Item. See Copy fee.

Fee amounts proposed to change are rows highlighted in blue

CITY OF SNOHOMISH - FEE SCHEDULE - ADOPTED PER RESOLUTION XXXX - FEBRUARY XX, 2016				
SMC	**FEE TYPE**	**CURRENT FEE**	**PROPOSED FEE**	**DESCRIPTION/DETAIL**
	~~Historic District Design Standards - BW~~	$5		Remove Fee Line Item. See Copy fee.
	~~Historic District Design Standards - color~~	$35		Remove Fee Line Item. See Copy fee.
	~~Snohomish Riverfront Master Plan~~	$60		Remove Fee Line Item. See Copy fee.
	~~**Maps:**~~	**Color**		
	~~8.5"x 11" B&W .50¢~~	$1.00		Remove Section. See Misc Service fees
	~~11"x17" B&W .40¢~~	$2.00		Remove Section. See Misc Service fees
	~~16"x16" B&W .40¢~~	$1.50		Remove Section. See Misc Service fees
	~~24"x36"~~	$5.50		Remove Section. See Misc Service fees
	~~36"x48"~~			Remove Section. See Misc Service fees
	~~42"x48"~~	$10.00		Remove Section. See Misc Service fees
	~~**Digital File disk copies:**~~			
	~~CD/DVD~~			Remove Section. See Misc Service fees
	~~Street and Utility map files City's Disk~~	$30		Remove Section. See Misc Service fees
	~~Customer's Disk~~	$25		Remove Section. See Misc Service fees
	~~Topographical Files City's disk~~	$30		Remove Section. See Misc Service fees
	~~Customer's Disk~~	$35		Remove Section. See Misc Service fees
	~~Customer's zip drive transfer~~	$20		Remove Section. See Misc Service fees
	~~Paper copy 24 x 36~~	$5.50		Remove Section. See Misc Service fees
	~~11 x 17~~	$2		Remove Section. See Misc Service fees
	~~8 ½ x 11~~	$0.50		Remove Section. See Misc Service fees

Schedule of Checks ***for the Checks Issued Since the January 5, 2016 Meeting***

Name	*Check #*	*Invoice #*	*Check Date*	*Description*		*Amount*
Haggen Foods						
	57983	010516	1/5/16	Bankruptcy Refund		$5,868.72
	57983	010516	1/5/16	Bankruptcy Refund		$5,708.88
	57983	010516	1/5/16	Bankruptcy Refund		$1,478.40
	57983	010516	1/5/16	Bankruptcy Refund		$617.09
					Check Total	**$13,673.09**
					Batch Total	**$13,673.09**
AAA Champion LLC						
	57984	62	1/13/16	Janitorial Services Dec		$1,852.93
					Check Total	**$1,852.93**
Aaa Everett Fire Ext. Co. Inc.						
	57985	147874	1/13/16	CO2 refill		$27.30
					Check Total	**$27.30**
Washington Tractor						
	57986	886290	1/13/16	spark plug, filter		$22.42
					Check Total	**$22.42**
Centro Print Solutions						
	57987	208371	1/13/16	W2 and 1099 Forms		$76.56
					Check Total	**$76.56**
Central Welding Supply Inc.						
	57988	RN12151038	1/13/16	acetylene		$13.92
					Check Total	**$13.92**
Chemsearch						
	57989	2156710	1/13/16	drain cobra program		$141.44
					Check Total	**$141.44**
City of Everett Finance						
	57990	I15003221	1/13/16	lab analysis		$463.50
					Check Total	**$463.50**
Dawn Reilly						
	57991	010216	1/13/16	Reimbursement for gasoline purchase		$10.00
					Check Total	**$10.00**
ECOSS						
	57992	SNO-PSSKIP-1	1/13/16	Storm NPDES Spill Kit Distribution 15-28		$3,091.55
					Check Total	**$3,091.55**
Evergreen State Heat & AC						
	57993	29784	1/13/16	HVAC repair City Hall		$320.97
					Check Total	**$320.97**
FCS Group						
	57994	2448-21512005	1/13/16	Water Supply Alternative Study #3		$6,065.00
					Check Total	**$6,065.00**
Firstline Communications, Inc						
	57995	29593	1/13/16	City Hall Phone System Support		$135.00
					Check Total	**$135.00**

Schedule of Checks ***for the Checks Issued Since the January 5, 2016 Meeting***

Name	Check #	Invoice #	Check Date	Description		Amount
Frontier						
	57996	227125-12/15	1/13/16	CSO Alarm Dialer		$62.92
	57996	413125-12/15	1/13/16	WWTP DSL		$85.31
	57996	1214935-12/15	1/13/16	Fleet & Facilities Share Shop Fax		$25.91
	57996	1214935-12/15	1/13/16	Water Share Shop Fax		$12.95
	57996	1214935-12/15	1/13/16	Storm Share Shop Fax		$12.95
	57996	1214935-12/15	1/13/16	Street Share Shop fax		$12.95
	57996	1214935-12/15	1/13/16	Parks Share Shop fax		$12.94
					Check Total	**$225.93**
GCR Tires & Service						
	57997	801-29460	1/13/16	tire repair		$29.08
					Check Total	**$29.08**
Girard Resources & Recycling, LLC						
	57998	30786	1/13/16	cobble rock		$23.35
	57998	30818	1/13/16	lawn and garden mix		$18.46
					Check Total	**$41.81**
Granite Construction Supply						
	57999	262-00061611	1/13/16	custom sign		$76.44
					Check Total	**$76.44**
H.B. Jaeger						
	58000	167132/1	1/13/16	poly pipe return		$-193.66
	58000	167163/1	1/13/16	quick joint adapters		$159.54
	58000	167161/1	1/13/16	90 elbow		$45.00
	58000	167162/1	1/13/16	water part		$119.50
	58000	167596/1	1/13/16	mega lug, mj sleeve		$239.41
					Check Total	**$369.79**
Home Depot – Parks						
	58001	2013728	1/13/16	Wht Board and Hooks		$79.22
	58001	4014648	1/13/16	Touchscreen Thermostat		$107.71
	58001	2132279	1/13/16	Carbide Hammer Bit		$43.38
	58001	2132399	1/13/16	Batteries, LED Lights		$47.36
					Check Total	**$277.67**
Home Depot - Shop						
	58002	15951	1/13/16	hardware		$45.33
					Check Total	**$45.33**
Home Depot - Streets						
	58003	2132400	1/13/16	concrete		$10.13
	58003	9015158	1/13/16	concrete		$50.65
	58003	9016060	1/13/16	concrete		$26.84
					Check Total	**$87.62**
HD Supply Waterworks LTD						
	58004	E859211	1/13/16	meters		$645.73
	58004	E859209	1/13/16	antenna asse for meters		$567.93
					Check Total	**$1,213.66**

Schedule of Checks ***for the Checks Issued Since the January 5, 2016 Meeting***

Name	*Check #*	*Invoice #*	*Check Date*	*Description*	*Amount*
IER Environmental Services, Inc					
	58005	2015-2625	1/13/16	magnesium hydroxide	$9,422.30
	58005	2015-2687	1/13/16	magnesium hydroxide	$8,756.66
				Check Total	**$18,178.96**
Integra Telecom					
	58006	13541688	1/13/16	City Hall Digital Phone	$66.62
	58006	13541778	1/13/16	WWTP Phone	$184.07
	58006	13542258	1/13/16	WTP Phone	$175.05
	58006	13542635	1/13/16	Water Department Share Shop Phones	$53.25
	58006	13542635	1/13/16	Street Dept. Share Shop Phone	$53.24
	58006	13542635	1/13/16	Parks Share Shop Phones	$26.61
	58006	13542635	1/13/16	Fleet & Facilities Share Shop Phone	$79.82
	58006	13542635	1/13/16	Collections Share Shop Phone	$53.24
	58006	13542635	1/13/16	Storm Share Shop Phone	$53.24
				Check Total	**$745.14**
Jaret Joe Palmer					
	58007	WWOPPALMER	1/13/16	wwop cert renewal	$42.00
				Check Total	**$42.00**
Jones Chemicals Inc					
	58008	676794	1/13/16	sulfur dioxide, chlorine	$3,106.11
	58008	676847	1/13/16	container credit	$-999.95
				Check Total	**$2,106.16**
J Thayer Company					
	58009	1004022-0	1/13/16	office supplies-shop	$77.00
	58009	1004022-0	1/13/16	office supplies-streets	$26.12
				Check Total	**$103.12**
McDaniel Do It Center - Parks					
	58010	466668	1/13/16	keys cut	$5.42
	58010	466810	1/13/16	circular saw, saw blade	$79.40
	58010	466814	1/13/16	fasteners, adhesive	$23.47
	58010	466405	1/13/16	storage tote	$27.19
	58010	466781	1/13/16	threadlock	$8.69
	58010	466834	1/13/16	mouse trap	$3.25
	58010	466705	1/13/16	fasteners	$11.96
	58010	466853	1/13/16	trade a blade	$17.40
	58010	466111	1/13/16	Regulator	$40.25
	58010	466126	1/13/16	Paint/Electrical Terminals	$16.29
	58010	465952	1/13/16	Paint/Batteries	$32.59
	58010	466366	1/13/16	Decorations	$20.63
				Check Total	**$286.54**
McDaniel Do It Center - Storm					
	58011	466807	1/13/16	hose fittings	$30.44
				Check Total	**$30.44**
McDaniel Do It Center- Streets					
	58012	466410	1/13/16	binocular	$65.27
	58012	466566	1/13/16	keys cut	$21.65
				Check Total	**$86.92**

Schedule of Checks ***for the Checks Issued Since the January 5, 2016 Meeting***

Name	Check #	Invoice #	Check Date	Description	Amount
McDaniel Do It Center - Water					
	58013	466790	1/13/16	fasteners, pattern wand	$7.82
				Check Total	**$7.82**
McDaniel's Do It Center Wastewater					
	58014	466628	1/13/16	boot dryer	$97.90
				Check Total	**$97.90**
Myownly Boarding Kennel					
	58015	23	1/13/16	canine boarding July/August 2015	$350.00
				Check Total	**$350.00**
Nelson Petroleum					
	58016	0571312-IN	1/13/16	dyed diesel-WWTP	$399.95
				Check Total	**$399.95**
Northern Energy					
	58017	3046796833	1/13/16	propane	$307.79
				Check Total	**$307.79**
Platt Electric Supply					
	58018	I292244	1/13/16	breakers	$169.02
				Check Total	**$169.02**
Process Solutions					
	58019	29066	1/13/16	DWTP on call service-October	$2,284.80
	58019	29065	1/13/16	Engineering assistance-Sept-Dec.-WWCS	$735.00
	58019	29065	1/13/16	Engineering assistance-Sept-Dec.-WWTP	$3,727.50
	58019	29065	1/13/16	Engineering assistance-Sept-Dec.-DWTP	$630.00
				Check Total	**$7,377.30**
Puget Sound Energy					
	58020	29467812072015	1/13/16	116 Union Avenue	$285.96
	58020	2878612072015	1/13/16	112 Union Avenue	$106.67
				Check Total	**$392.63**
Rick Karschney					
	58021	karschcdlphy	1/13/16	reimbursement for CDL physical	$75.00
				Check Total	**$75.00**
Ricoh USA, Inc					
	58022	5039574838	1/13/16	Public Works Copier	$17.51
				Check Total	**$17.51**
Riverside Topsoil Inc					
	58023	8409	1/13/16	3 Way Mix Top Soil	$86.88
				Check Total	**$86.88**
Rubatino Refuse Removal Inc					
	58024	354401012016	1/13/16	35yd drop box	$965.08
				Check Total	**$965.08**
Snohomish County Department of Public Works					
	58025	I000403766	1/13/16	traffic lights	$1,207.57
	58025	I000403766	1/13/16	sweeping	$1,372.34

Schedule of Checks ***for the Checks Issued Since the January 5, 2016 Meeting***

Name	Check #	Invoice #	Check Date	Description	Amount
	58025	I000403766	1/13/16	sweeping	$1,372.34
	58025	I000403118	1/13/16	Storm NPDES Permit Natural Yard Care	$2,177.00
				Check Total	**$6,129.25**
Schluter Water System					
	58026	73	1/13/16	Water Billing 2000 Ludwig Road	$23.31
				Check Total	**$23.31**
Snohomish County Pud #1					
	58027	127607285	1/13/16	#1000508263, 24021 24th, WTP House	$23.65
	58027	127611003	1/13/16	#1000320746, 2504 Menzel Lk Rd, WTP	$555.43
	58027	160282012	1/13/16	#1000272824, 24022 24th, WTP House	$646.66
	58027	104389214	1/13/16	#1000482443, 505 Rainier St, Rainier L/S	$639.26
	58027	120986958	1/13/16	#1000275828, 1110 Ferguson Pk Rd, L/S	$137.72
	58027	124305655	1/13/16	#1000539970, 1608 Park, Hill Park L/S	$84.95
	58027	127609376	1/13/16	#1000385243, 1329 Bonneville, L/S	$27.11
	58027	127612243	1/13/16	#1000439204, 40 Maple, Commercial L/S	$44.29
	58027	144053408	1/13/16	#1000542988, 50 Lincoln Ave, L/S	$91.11
	58027	147346539	1/13/16	#1000463019, 1801 Lakemount, Casino L/S	$177.14
	58027	160282480	1/13/16	#1000575906, 400 Rainbow, L/S	$134.88
	58027	107726423	1/13/16	#1000571566 501 2nd, 2nd&Lincoln Traffic	$86.44
	58027	111031355	1/13/16	#1000125224, 101 Cedar, Carnegie Power	$2,236.08
	58027	114349000	1/13/16	#1000578758,1501 Ave D,Round About Light	$102.59
	58027	117670403	1/13/16	#1000483278, 1001 Ave D, First St Signal	$74.91
	58027	117672264	1/13/16	Various Locations, Street Lighting	$11.00
	58027	117672265	1/13/16	Various Locations, Street Lighting	$41.59
	58027	120988356	1/13/16	#1000368128, 700 Ave D, 7th&D Lights	$39.48
	58027	120992155	1/13/16	Various Locations, Street Lighting	$132.91
	58027	124306130	1/13/16	Various Locations, Street Lighting	$50.90
	58027	127611307	1/13/16	#1000380098, 1109 13th, 13th St Signal	$20.47
	58027	127612436	1/13/16	#1000125213, 169 Cypress, Pilchuck Pk	$226.61
	58027	130920669	1/13/16	#1000370579, 1301 Ave D, 13&D Lights	$23.20
	58027	130924561	1/13/16	#1000531660, 9101 56th St,Traffic Signal	$109.71
	58027	134216437	1/13/16	#1000535766, 1610 Park, Hill Pk Sm Shltr	$15.73
	58027	140731726	1/13/16	1330 Ferguson Pk Rd, Street Lighting	$9.13
	58027	160285948	1/13/16	Various Locations, Street Lighting	$30.10
	58027	163498997	1/13/16	#1000566359, 811 1st,Union Railing Power	$16.29
	58027	163499830	1/13/16	#1000545615, 1610 Pk, Hill Pk Lg Shelter	$15.73
	58027	166768497	1/13/16	Various Locations, Street Lighting	$3,864.67
	58027	166768499	1/13/16	Various Locations, Street Lighting	$262.54
	58027	114355148	1/13/16	#1000395660, 617 18th, Champagne L/S	$224.18
	58027	127606122	1/13/16	#1000141396, 2015 2nd, Lab Bldg	$8,535.47
	58027	147350109	1/13/16	Various Locations, Street Lighting	$932.63
				Check Total	**$19,624.56**
Shred-It USA, Inc					
	58028	9408475628	1/13/16	Document destruction Dec 2015	$56.70
	58028	9408833465	1/13/16	Document destruction Dec 2015	$61.22
				Check Total	**$117.92**
Skillpath Seminars					
	58029	dallen2class	1/13/16	2 seminars-D. Allen	$388.00
				Check Total	**$388.00**

Schedule of Checks ***for the Checks Issued Since the January 5, 2016 Meeting***

Name	Check #	Invoice #	Check Date	Description	Amount
Smarsh, Inc					
	58030	133303	1/13/16	Archiving Platform - social media	$100.00
				Check Total	**$100.00**
Snohomish Auto Parts					
	58031	434748	1/13/16	wiper blade	$17.40
	58031	435158	1/13/16	filters, belts	$177.30
	58031	435498	1/13/16	filter	$37.96
	58031	433017	1/13/16	bulb	$9.03
	58031	434643	1/13/16	synthetic oil	$28.14
	58031	435157	1/13/16	hyd fluid	$41.78
				Check Total	**$311.61**
Snohomish Co-Op					
	58032	257435	1/13/16	unleaded	$25.01
	58032	257803	1/13/16	unleaded	$24.80
	58032	257860	1/13/16	unleaded	$85.95
	58032	258004	1/13/16	unleaded	$32.57
	58032	258128	1/13/16	dyed fuel	$21.00
	58032	258211	1/13/16	diesel	$93.77
				Check Total	**$283.10**
Sonsray Machinery LLC					
	58033	P12072-08	1/13/16	sweeper cylinder	$957.00
	58033	p12125-08	1/13/16	sweeper wire refill	$882.71
				Check Total	**$1,839.71**
Sound Safety Products Co.					
	58034	29828/1	1/13/16	uniform samples-Public Works	$46.18
	58034	26748/1	1/13/16	Gloves	$32.71
				Check Total	**$78.89**
Speedway Chevrolet					
	58035	98906	1/13/16	gasket, cap	$64.17
	58035	98972	1/13/16	relay	$16.16
				Check Total	**$80.33**
Sterling Water Technologies LLC					
	58036	4792	1/13/16	chemicals-WTP	$1,420.00
				Check Total	**$1,420.00**
Summit Law Group PLLC					
	58037	76767	1/13/16	Labor Relation Services	$3,209.28
				Check Total	**$3,209.28**
TEC Equipment, Inc.					
	58038	609454	1/13/16	relay repair/ troubleshoot-Vac truck	$1,032.97
				Check Total	**$1,032.97**
Terminix					
	58039	350591712	1/13/16	pest control	$94.48
				Check Total	**$94.48**
Tim Jackson					
	58040	WWCERTJACK	1/13/16	WWOP cert renewal reimb-Jackson	$30.00
				Check Total	**$30.00**

Schedule of Checks ***for the Checks Issued Since the January 5, 2016 Meeting***

Name	*Check #*	*Invoice #*	*Check Date*	*Description*	*Amount*
US Bank CPS					
	58041	6100737	1/13/16	tires-EP9	$226.69
	58041	S3-793123	1/13/16	filters	$39.12
	58041	4729061	1/13/16	office supplies	$11.90
	58041	84608	1/13/16	sweeper brush	$242.66
	58041	000019	1/13/16	fletcher-garris oversize copies	$6.53
	58041	5144113801	1/13/16	EZ digger play equipment	$893.11
	58041	1037	1/13/16	CMC Admission Fee – Adams	$50.00
	58041	81502	1/13/16	Ecology 2014 Western WA Sd Mgt Manual	$231.56
	58041	76656	1/13/16	Finance Office Supplies	$86.65
	58041	026263	1/13/16	2016 Membership Dues - J Olson	$936.00
				Check Total	**$2,724.22**
U.S. Bank N.A - Custody					
	58042	December 2015	1/13/16	Monthly Maintenance Fee	$26.00
				Check Total	**$26.00**
U.S. Postmaster					
	58043	121815-122415	1/13/16	Council Postage	$13.92
	58043	121815-122415	1/13/16	City Manager Postage	$1.91
	58043	121815-122415	1/13/16	Clerk Postage	$58.53
	58043	121815-122415	1/13/16	Finance Postage	$4.85
	58043	121815-122415	1/13/16	Police Postage	$8.42
	58043	121815-122415	1/13/16	Planning Postage	$72.95
	58043	121815-122415	1/13/16	Engineering Postage	$8.78
	58043	122515-123115	1/13/16	Council Postage	$6.76
	58043	122515-123115	1/13/16	City Manager Postage	$0.49
	58043	122515-123115	1/13/16	Clerk Postage	$1.94
	58043	122515-123115	1/13/16	Finance Postage	$6.04
	58043	122515-123115	1/13/16	Police Postage	$4.34
	58043	122515-123115	1/13/16	Planning Postage	$3.04
	58043	122515-123115	1/13/16	Engineering Postage	$14.55
	58043	122515-123115	1/13/16	Public Works Postage	$0.49
	58043	122515-123115	1/13/16	Water Postage	$120.99
	58043	122515-123115	1/13/16	Sewer Postage	$136.76
				Check Total	**$464.76**
Voyager					
	58044	869344283601	1/13/16	fleet fuel-December	$2,385.73
				Check Total	**$2,385.73**
Washington Crane & Hoist					
	58045	27777-IN	1/13/16	supply/install electric chain hoist	$10,673.28
				Check Total	**$10,673.28**
Washington Cities Insurance Authority					
	58046	101298	1/13/16	Notary Bond - Adams	$40.00
				Check Total	**$40.00**
Washington Department of Licensing					
	58047	122315	1/13/16	Notary Public Applications - Adams	$30.00
				Check Total	**$30.00**
Whitney Equipment Company, Inc					
	58048	79973	1/13/16	flowlink software	$1,142.40
				Check Total	**$1,142.40**

Schedule of Checks ***for the Checks Issued Since the January 5, 2016 Meeting***

Name	Check #	Invoice #	Check Date	Description		Amount
Whistle Workwear						
	58049	278885	1/13/16	insulated bibs-Wessell		$109.19
	58049	273560	1/13/16	winter coat-Galde		$63.88
	58049	273560	1/13/16	winter coat-Galde		$63.87
	58049	278826	1/13/16	boot dryer		$78.60
					Check Total	**$315.54**
William R Peacock, PE						
	58050	WWCPADEBAR	1/13/16	wwcpa renewal-Debardi		$15.00
	58050	WWCPASIMPS	1/13/16	wwcpa renewal-Simpson		$15.00
					Check Total	**$30.00**
Washington State Dept of Ecology						
	58051	2016WA0029548	1/13/16	Wastewater permit		$3,511.08
					Check Total	**$3,511.08**
Washington State Department of Enterprise Services						
	58052	73142965	1/13/16	Envelopes		$183.41
					Check Total	**$183.41**
Washington State Department of Revenue						
	58053	Q415	1/13/16	Leasehold Tax Return Quarter 4		$385.20
	58053	Q415	1/13/16	Leasehold Tax Return Quarter 4		$333.84
					Check Total	**$719.04**
Xerox Corporation						
	58054	082872552	1/13/16	#MX4-332344, 112115-122115		$504.39
	58054	082872553	1/13/16	#NKA-119437, 092515-122515		$193.90
	58054	082872554	1/13/16	#XL1-395908, 112115-122115		$21.91
	58054	082872555	1/13/16	#GNX-212028, 112015-122515		$69.31
	58054	082872556	1/13/16	#WTM-003709, 112115-122115		$14.16
	58054	082872550	1/13/16	#GNX-216657, 112015-122515		$111.92
					Check Total	**$915.59**
					Batch Total	**$104,338.54**
All Star Auto Glass, LLC						
	58055	I232538	1/13/16	windshield repair-Transit connect		$32.59
					Check Total	**$32.59**
Allied Waste of Lynnwood						
	58056	December 2015	1/13/16	Recycling Services December 2015		$47,277.73
	58056	December 2015	1/13/16	Solid Waste Services December 2015		$102,482.71
	58056	December 2015	1/13/16	Solid Waste Tax December 2015		$-530.07
					Check Total	**$149,230.37**
AT&T Mobility						
	58057	413073-1/16	1/13/16	WTP Modem Scada Remote Connections		$42.36
					Check Total	**$42.36**
Association of Washington Cities						
	58058	39920	1/13/16	2016 Membership Dues		$5,919.00
					Check Total	**$5,919.00**
Comcast						
	58059	475077-1/16	1/13/16	Skate Park Video		$101.85
	58059	892709-1/16	1/13/16	Water Share Shop Internet		$18.54

Schedule of Checks ***for the Checks Issued Since the January 5, 2016 Meeting***

Name	Check #	Invoice #	Check Date	Description	Amount
	58059	892709-1/16	1/13/16	Storm Share Shop Internet	$18.55
	58059	892709-1/16	1/13/16	Wastewater Share Shop Internet	$18.55
	58059	892709-1/16	1/13/16	Streets Share Shop Internet	$18.55
	58059	892709-1/16	1/13/16	Parks Share Shop Internet	$9.27
	58059	892709-1/16	1/13/16	Fleet & Facilities Share Shop Internet	$27.81
	58059	482016-1/16	1/13/16	Manager Share City Hall Internet	$16.83
	58059	482016-1/16	1/13/16	Human Resources Share City Hall Internet	$16.79
	58059	482016-1/16	1/13/16	Clerk Share City Hall Internet	$16.79
	58059	482016-1/16	1/13/16	Inspection Share City Hall Internet	$16.79
	58059	482016-1/16	1/13/16	Economic Dev Share City Hall Internet	$16.79
	58059	482016-1/16	1/13/16	Planning Share City Hall Internet	$16.79
	58059	482016-1/16	1/13/16	Finance Share City Hall Internet	$16.79
	58059	482016-1/16	1/13/16	IS Share City Hall Internet	$16.81
	58059	482016-1/16	1/13/16	Engineering Share City Hall Internet	$16.79
				Check Total	**$364.29**
Home Depot - Parks					
	58060	5016459	1/13/16	hammer carbide bit	$43.38
				Check Total	**$43.38**
Les Schwab Tire Center					
	58061	36800244883	1/13/16	Studded tire Install	$76.16
				Check Total	**$76.16**
Northend Truck Equipment, Inc					
	58062	2013-172	1/13/16	toolbox-Street truck	$1,079.30
				Check Total	**$1,079.30**
Puget Sound Clean Air Agency					
	58063	16-081S	1/13/16	2016 Assessment	$1,682.25
				Check Total	**$1,682.25**
Snohomish County Tomorrow					
	58064	01012016	1/13/16	2016 Dues	$1,677.00
				Check Total	**$1,677.00**
Snohomish Senior Center					
	58065	15-443	1/13/16	Monthly Fee	$1,000.00
				Check Total	**$1,000.00**
Sound Publishing					
	58066	EDH675028	1/13/16	File #23-15-SP Notice of Application	$55.04
	58066	EDH675024	1/13/16	File #22-15-SP Notice of Application	$55.04
				Check Total	**$110.08**
Tyler Enterprises					
	58067	Dec 2015	1/13/16	Bldg Insp Svcs 12/29, 12/30, & 12/31	$300.00
				Check Total	**$300.00**
US Bank CPS					
	58068	010516	1/13/16	Annual Membership - Emge	$185.00
	58068	010516	1/13/16	Volunteer Match Annual Fee	$75.00
	58068	49967	1/13/16	CDL medical exam-D. Allen	$120.00
	58068	14520054382437	1/13/16	10% Down Car Port - WWTP	$277.77
	58068	0526603	1/13/16	SDS Bnder	$22.21

Schedule of Checks ***for the Checks Issued Since the January 5, 2016 Meeting***

Name	Check #	Invoice #	Check Date	Description		Amount
	58068	7787-8599	1/13/16	Meeting facilitation supplies		$58.00
					Check Total	**$737.98**
U.S. Postmaster						
	58069	010116-010716	1/13/16	Clerk Postage		$21.08
	58069	010116-010716	1/13/16	Finance Postage		$38.79
	58069	010116-010716	1/13/16	Police Postage		$6.23
	58069	010116-010716	1/13/16	Planning Postage		$4.69
	58069	010116-010716	1/13/16	Engineering Postage		$0.71
					Check Total	**$71.50**
Washington Cities Insurance Authority						
	58070	40128	1/13/16	2016 Liability & Property Insur Premiums		$171,093.00
	58070	40128	1/13/16	2016 Liability & Property Insur Premiums		$65,891.00
					Check Total	**$236,984.00**
					Batch Total	**$399,350.26**
					Total All Batches	**$517,361.89**

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

WE, the undersigned council members of the City of Snohomish, Washington, do hereby certify that the claim warrants #57983 through #58070 in the total of $517,361.89 dated through January 13, 2016 are approved for payment on January 19, 2016.

_____ _____
Mayor Councilmember

_____ _____
Councilmember Councilmember