



## City of Lake Stevens Vision Statement

*By 2030, we are a sustainable community around the lake with a vibrant economy, unsurpassed infrastructure and exceptional quality of life.*



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**CITY COUNCIL SPECIAL MEETING AGENDA**  
**Lake Stevens School District Educational Service Center (Admin. Bldg.)**  
**12309 22<sup>nd</sup> Street NE, Lake Stevens**

**Monday, January 25, 2016 – 7:00 p.m.**

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**NOTE:**

**WORKSHOP ON VOUCHERS AT 6:45 P.M.**

**CALL TO ORDER:**

7:00 P.M.  
Pledge of Allegiance

**ROLL CALL:**

**NEW EMPLOYEE  
INTRODUCTIONS**

Dan/  
Russ

**GUEST BUSINESS:**

**CITY DEPARTMENT  
REPORT**

**CONSENT AGENDA:**

*A	Approve 2015 Vouchers	Barb
*B	Approve 2016 Vouchers	Barb
*C	Approve January 12, 2016 City Council Workshop Meeting Minutes	Barb
*D	Approve January 12, 2016 City Council Regular Meeting Minutes	Barb
*E	Approve Resolution 2016-02 Accepting an Anonymous Cash Donation	Barb
*F	Marysville Jail Contract Amendment No. 12	Dan
*G	Approve Updates to Lexipol Chapter 1011 – Personnel Complaints	Dan
*H	Approve Updates to Lexipol Chapter 1013 – Seat Belts	Dan
*I	Award Bid and Authorize Mayor to Enter Into Contract with Advantage Building Services for Janitorial Services	Mick

**PUBLIC MEETING:**

*A	Dunroven Plat: Hold Public Meeting and Accept Final Plat and Associated Right-of-Way Dedication	Stacie
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**Lake Stevens City Council Special Meeting Agenda**

**January 25, 2016**

- ACTION ITEMS:**
- \*A Approve Prosecutor Contract with Zachor & Thomas, Inc. Dan
  - \*B Authorize Mayor to Enter Contract with Prothman Company Mary
  - \*C Authorize Mayor to Enter into Supplemental Agreement No. 1 with Otak, Inc. for the Hartford Trail Connection Survey Mick

**DISCUSSION ITEMS:**

**COUNCIL PERSON'S BUSINESS**

- MAYOR'S BUSINESS**
- A Lundeen House: Chamber/City Information Center
  - B Retreat

**EXECUTIVE SESSION** Personnel; Pending Litigation

**ADJOURN**

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

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

**NOTICE:**

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

CITY DEPARTMENT REPORT  
JANUARY 25, 2016 CITY COUNCIL SPECIAL MEETING

**Planning Department**

- **Long-range** – Staff is continuing research and development of marijuana, critical areas and clearing/grading amendments and preparing for 2016 Comprehensive Plan Docket, which will likely include two citizen-initiated amendments and one city-initiated amendment. The draft of the Downtown Subarea Plan Request for Proposal is complete. Staff attended the Planning Advisory Committee and discussed the countywide growth target reconciliation and PSRC comprehensive plan certification schedule. The city's 2015-2035 Comprehensive Plan will be certified this month ensuring continued eligibility for grant funding. Staff is attending the Northwest Planner's Forum.
- **Current Planning and Building** – Staff continues to be extremely busy with new land use applications and building permits. Building permits issuance and intake remain up with 72 permits issued in the last month and 63 applications received. We have also received a Conditional Use Permit / Variance application for a new school site, a rezone request and two final plat applications among others. The new Building Official is working on plan review and sharing field inspections with county staff – field inspections are also at a high.
- **Economic Development** – The Economic Development Coordinator has posted a Request for Proposals for Marketing, is assisting a Bellevue developer seeking property to build a hotel, and continuing ongoing local and regional networking with developers and businesses.

**Police Department**

- Every year for the Health and Safety fair we partner with Lake Stevens Fire to raffle a Safety Pizza Party for a child. On February 4<sup>th</sup> we will be having the party for 2015's raffle winner at Lake Stevens Fire headquarters, where we will be honoring the winner, along with giving tips on bike and sidewalk safety.
- The department is embarking on a very rigorous training schedule in 2016 to ensure employees are competent in their skills and abilities. We are focusing on the core responsibilities of our profession with a high emphasis on risk management and liabilities. 80% percent of the patrol division has completed training in pursuit decision making and force response-civil liability prevention.
- The 2016 Squad Leaders and Lead have been chosen for the police department. These positions are utilized in the absence of the supervisor to ensure the continuity of command and control. They are compensated for this duty under the Collective Bargaining Agreement (CBA) and we invest in training to promote their personal and professional growth. The following individuals were selected by their supervisors to fill this role:

Records Specialist Jennifer Anderson  
Detective Dean Thomas  
Officer Dennis Irwin  
Officer Chad Christensen  
Officer Michael Hingtgen  
Officer Kerry Bernhard

### **Public Works Department**

- Vernon Road closure – the closure is unavoidable during the burnt house removal due to the size of equipment and the potential of debris entering the street during the operations. It is anticipated by the contractor that work will be completed before Friday, but additional days have been allowed in case of any unexpected issues.
- Lake Water Quality Study – The City will be working with the County on the water quality analyses study of the lake to determine current conditions and to identify what affect the Alum treatment has had on the lake. Under the initial Alum proposal, it was estimated that it may take several years before a measurable effect could be seen. At the least, it is hopeful that the Alum treatment has matched past water quality levels as when the aerator was operating.
- Department of Corrections – Staff has been in contact with the DOC in an effort to get additional hours of service. On the average, we have the DOC in town once a week. As of last week, we tentatively have DOC two times a week. DOC crews are used mostly for grounds maintenance (Parks and City facilities) and storm ponds.
- Traffic Information Services – As part of the 2016 budget the City purchased an intersection counter. This is a valued tool to update the City traffic model and is used to help provide information for commercial developers interested in Lake Stevens for new investments. This is a new service that the City can provide in the effort to support economic development.

**BLANKET VOUCHER APPROVAL  
 2015**

We, the undersigned Council members of the City of Lake Stevens, Snohomish County, Washington, do hereby certify that the merchandise or services hereinafter specified have been received and that the following vouchers have been approved for payment:

Payroll Direct Deposits		
Payroll Checks		
Tax Deposit(s)		
Electronic Funds Transfers	<b>ACH</b>	<b>\$23,311.78</b>
Claims	<b>39673-39719</b>	<b>\$123,008.59</b>
Void Checks	<b>39603, 39563</b>	<b>(\$1,135.81)</b>
<b>Total Vouchers Approved:</b>		<b>\$145,184.56</b>

**This 26th day of January 2016:**

\_\_\_\_\_  
 Mayor

\_\_\_\_\_  
 Councilmember

\_\_\_\_\_  
 Finance Director

\_\_\_\_\_  
 Councilmember

\_\_\_\_\_  
 Councilmember

\_\_\_\_\_  
 Councilmember



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**Accounts Payable Checks and EFTs for period of 01/13/2016 to 01/26/2016**

Invoice	AccountCode	Account Description	Item Description	Amount	
<b>Ace Hardware</b>			<b>Check 39673</b>	<b>12/31/2015</b>	<b>\$582.67</b>
48845	001-008-521-20-31-01	LE-Operating Costs	Keys	\$43.22	
48970	001-008-521-20-31-01	LE-Operating Costs	Floor jack/Tarp/impact wrench kit	\$453.88	
45697	001-008-521-20-31-01	LE-Operating Costs	Light bulbs	\$43.24	
49097	101-016-544-90-31-02	ST-Operating Cost	Rope	\$21.17	
49097	410-016-531-10-31-02	SW-Operating Costs	Rope	\$21.16	
<b>Ashe Jeanie</b>			<b>Check 39674</b>	<b>12/31/2015</b>	<b>\$70.00</b>
	001-007-558-50-43-00	PL-Travel & Mtgs	Chamber meeting & EASC mtgs	\$70.00	
<b>Assoc of Washington Cities</b>			<b>Check 39675</b>	<b>12/31/2015</b>	<b>\$45.00</b>
39201	001-001-511-60-49-01	Legislative - Prof. Developmen	2015 Kirkland Elected Officials Essentials-Welc	\$45.00	
<b>Assoc of Washington Cities</b>			<b>Check 39676</b>	<b>12/31/2015</b>	<b>\$100.00</b>
	001-001-513-10-49-00	Executive - Miscellaneous	2015 Wellness Program	\$100.00	
<b>Business Card</b>			<b>Check 39677</b>	<b>12/31/2015</b>	<b>\$4,007.31</b>
3880.0625	001-001-511-60-43-00	Legislative - Travel & Mtgs	2016 Council retreat location deposit	\$200.00	
4396.0625	001-001-513-10-49-05	Executive - Board Appreciation	Supplies for Swearing In Ceremony	\$105.97	
8060.0625	001-007-558-50-31-01	PL-Operating Costs	Dakota Alert Alarm	\$20.36	
568.0625	001-007-558-50-31-01	PL-Operating Costs	DVI Adapter Converter Cable	\$26.00	
568.0625	001-007-558-50-41-03	PL-Advertising	LUA2015-0101 Soper Hill Grading	\$8.01	
568.0625	001-007-558-50-41-03	PL-Advertising	LUA2015-0115 Hinds2	\$27.30	
8060.0625	001-007-559-30-31-01	PB-Operating Cost	Dakota Alert Alarm	\$20.36	
8877.0625	001-008-521-20-31-01	LE-Operating Costs	Honeywell Eyesaline Solution	\$41.28	

Invoice	AccountCode	Account Description	Item Description	Amount
979.0625	001-008-521-20-31-01	LE-Operating Costs	Firearm cleaner & lubricant	\$9.76
8877.0625	001-008-521-20-31-01	LE-Operating Costs	Sony Cyber shot Dighital Still Camera	\$108.00
979.0625	001-008-521-20-31-01	LE-Operating Costs	Firearm cleaning patches	\$30.39
8877.0625	001-008-521-20-31-01	LE-Operating Costs	Transcription services	\$104.00
979.0625	001-008-521-20-31-01	LE-Operating Costs	Fix & Replace lock-Market Place office	\$303.00
8877.0625	001-008-521-20-31-01	LE-Operating Costs	Traffic Cones	\$201.00
979.0625	001-008-521-20-31-01	LE-Operating Costs	Enforcer Shield w/lights Window	\$1,950.00
8877.0625	001-008-521-20-42-00	LE-Communication	Postage	\$400.00
979.0625	001-008-521-20-43-00	LE-Travel & Meetings	Meals at training - Lambier	\$25.54
8060.0625	001-010-576-80-31-00	PK-Operating Costs	Style C Staff monitoring Gage for Lake	\$44.19
8060.0625	101-016-543-30-43-00	ST-Travel & Meetings	WSDOT Mtg SR9/SR204	\$9.93
8060.0625	101-016-543-30-43-00	ST-Travel & Meetings	Parking for US2 Coalition mtg	\$6.00
8060.0625	101-016-544-90-31-01	ST-Office Supplies	Bankers boxes/Keyboard cushion/Mailing Tub	\$27.58
8060.0625	101-016-544-90-31-01	ST-Office Supplies	Ink Cartridges	\$67.20
8060.0625	101-016-544-90-31-02	ST-Operating Cost	Dakota Alert Alarm	\$20.36
8060.0625	101-016-544-90-31-02	ST-Operating Cost	Rubber stamp	\$13.05
8060.0625	101-016-544-90-31-02	ST-Operating Cost	Dry Erase Markers	\$5.43
8060.0625	101-016-544-90-31-02	ST-Operating Cost	Membership - to be credited	\$99.00
8060.0625	410-016-531-10-31-01	SW-Office Supplies	Bankers boxes/Keyboard cushion/Mailing Tub	\$27.58
8060.0625	410-016-531-10-31-01	SW-Office Supplies	Ink Cartridges	\$67.20
8060.0625	410-016-531-10-31-02	SW-Operating Costs	Dry Erase Markers	\$5.42
8060.0625	410-016-531-10-31-02	SW-Operating Costs	Rubber stamp	\$13.04
8060.0625	410-016-531-10-31-02	SW-Operating Costs	Dakota Alert Alarm	\$20.36

<b>CDW Government Inc</b>	<b>Check 39678</b>	<b>12/31/2015</b>	<b>\$2,099.46</b>
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Invoice	AccountCode	Account Description	Item Description	Amount
	001-008-521-20-31-01	LE-Operating Costs	Micron M600 128GB solid state drive	\$86.98
	001-008-521-20-31-01	LE-Operating Costs	Panasonic Toughbook 5L7SA42038	\$2,164.44
	001-008-521-20-31-01	LE-Operating Costs	APC Power-Saving Backup UPS	(\$151.96)
<b>City of Everett</b>			<b>Check 39679</b>	<b>12/31/2015</b>
				<b>\$480.00</b>
	410-016-531-10-41-01	SW-Professional Services	Fecal coliform testing	\$480.00
<b>City of Marysville</b>			<b>Check 39680</b>	<b>12/31/2015</b>
				<b>\$5,632.18</b>
	001-013-512-50-41-00	GG-Municipal Court Fees	Municipal Court Fees December 2015	\$5,632.18
<b>Comdata Corporation</b>			<b>Check 39681</b>	<b>12/31/2015</b>
				<b>\$253.13</b>
20248878	001-008-521-20-32-00	LE-Fuel	Fuel expenses December 2015	\$253.13
<b>Crystal and Sierra Springs</b>			<b>Check 39682</b>	<b>12/31/2015</b>
				<b>\$243.20</b>
5249844010116	001-007-558-50-31-01	PL-Operating Costs	Bottled water - December 2015	\$15.47
5249844010116	001-007-559-30-31-01	PB-Operating Cost	Bottled water - December 2015	\$15.47
5249844010116	001-013-518-20-31-00	GG-Operating	Bottled water - December 2015	\$71.88
5249844010116	101-016-544-90-31-02	ST-Operating Cost	Bottled water - December 2015	\$70.19
5249844010116	410-016-531-10-31-02	SW-Operating Costs	Bottled water - December 2015	\$70.19
<b>Dell Marketing LP</b>			<b>Check 39683</b>	<b>12/31/2015</b>
				<b>\$1,319.96</b>
	510-006-594-18-64-00	Capital - Purch Computer Equip	Dell Latitude Laptop 9JL7G72 replacement	\$1,319.96
<b>Dept of Labor &amp; Industries</b>			<b>Check 0</b>	<b>12/31/2015</b>
				<b>\$23,090.40</b>
Q4 2015	001-000-281-00-00-00	Payroll Liability Taxes	Q4 Workers Comp Insurance	\$23,087.46
Q4 2015	001-008-521-20-20-00	LE-Benefits	Q4 Workers Comp Insurance-Volunteers	\$3.13
Q4 2015	001-013-518-30-20-00	GG-Benefits	Q4 Workers Comp Insurance	(\$1.45)
Q4 2015	101-016-542-30-20-00	ST-Benefits	Q4 Workers Comp Insurance-Volunteers	\$1.26
<b>Dept of Retirement PERS LEOFF</b>			<b>Check 0</b>	<b>12/31/2015</b>
				<b>\$221.38</b>

Invoice	AccountCode	Account Description	Item Description	Amount
12/2015	001-000-282-00-00-00	Payroll Liability Retirement	Adj contribution amount for 12/2015	\$221.38
<b>Dicks Towing</b>			<b>Check 39684</b>	<b>12/31/2015</b>
154035	001-008-521-20-31-01	LE-Operating Costs	Evidence towing Case 2015-204014	\$125.58
153594	001-008-521-20-31-01	LE-Operating Costs	Evidence towing Case 2015-203971	\$125.58
<b>Electronic Business Machines</b>			<b>Check 39685</b>	<b>12/31/2015</b>
	001-008-521-20-48-00	LE- Equip Repair & Maintenance	Copier repair & maintenance	\$212.35
<b>Employment Security Department</b>			<b>Check 39686</b>	<b>12/31/2015</b>
42339	501-000-517-60-49-00	Payment to Claimants	Unemployment claims Q4 2015 UBI# 600-589-	\$1,602.24
<b>Firstline Communications</b>			<b>Check 39687</b>	<b>12/31/2015</b>
137545	001-006-518-80-48-00	IT-Repair & Maintenance	Cut over to new circuit 12/23/2015	\$411.32
<b>Grainger</b>			<b>Check 39688</b>	<b>12/31/2015</b>
9928411959	101-016-544-90-31-02	ST-Operating Cost	Round Braid Rope	\$39.51
9928411959	410-016-531-10-31-02	SW-Operating Costs	Round Braid Rope	\$39.51
<b>Griffen Chris L</b>			<b>Check 39689</b>	<b>12/31/2015</b>
	001-011-515-91-41-00	LG-General Indigent Defense	Public Defender services November 2015	\$300.00
<b>Group Health Coop</b>			<b>Check 39690</b>	<b>12/31/2015</b>
74009425	001-008-521-20-41-00	LE-Professional Services	New employee health screening-Fiske	\$910.00
<b>Hunter Theodore</b>			<b>Check 39691</b>	<b>12/31/2015</b>
1804	001-007-558-60-41-02	PL-Prof Serv-Hearing E	Hearing Examiner svcs-LUA2015-014-Dec 2015	\$2,000.00
<b>Industrial Supply Inc</b>			<b>Check 39692</b>	<b>12/31/2015</b>
570831	001-010-576-80-31-01	PK-Ops-Clothing	Flexothane bibbs - P Stevens	\$26.96
570831	101-016-542-90-31-01	ST-Clothing	Flexothane bibbs - P Stevens	\$26.97
570831	410-016-531-10-31-00	SW-Clothing	Flexothane bibbs - P Stevens	\$26.97

Invoice	AccountCode	Account Description	Item Description	Amount	
<b>J Thayer Company</b>			<b>Check 39693</b>	<b>12/31/2015</b>	<b>\$1,744.91</b>
	001-003-514-20-31-00	CC-Office Supply	CD cases/Report covers/Wall clips	\$60.65	
	001-003-514-20-31-00	CC-Office Supply	Toner	\$91.17	
	001-004-514-23-31-00	FI-Office Supplies	Ergonomic footrest	\$71.31	
	001-007-558-50-31-00	PL-Office Supplies	Folders/pens/mailers/calendars	\$172.74	
	001-007-558-50-31-01	PL-Operating Costs	Laminator/ziplock bags	\$405.07	
	001-007-559-30-31-00	PB-Office Supplies	Folders/envelopes/Labels/calendars	\$224.20	
	001-007-559-30-31-00	PB-Office Supplies	Clasp envelopes	\$15.83	
	001-007-559-30-31-00	PB-Office Supplies	Clasp envelopes	(\$20.62)	
	001-008-521-20-31-00	LE-Office Supplies	Return chair mats	(\$325.61)	
	001-008-521-20-31-00	LE-Office Supplies	Paper/notebooks/legal pads/Clips/Report cov	\$771.87	
	001-013-518-20-31-00	GG-Operating	Paper	\$243.51	
	001-013-518-20-31-00	GG-Operating	Tape/Glue stick/Blank Certificate forms	\$34.79	
<b>Kim PS Inc Jamie</b>			<b>Check 39694</b>	<b>12/31/2015</b>	<b>\$600.00</b>
	001-011-515-91-41-00	LG-General Indigent Defense	Public Defender Services - June - Dec 2015	\$300.00	
	001-011-515-91-41-00	LG-General Indigent Defense	Public Defender Services - June - Dec 2015	\$300.00	
<b>Kroesen's Uniforms</b>			<b>Check 39695</b>	<b>12/31/2015</b>	<b>\$279.37</b>
30103	001-008-521-20-26-00	LE-Clothing	Sweaters - Records staff	\$279.37	
<b>Lake Stevens School District</b>			<b>Check 39696</b>	<b>12/31/2015</b>	<b>\$13,753.07</b>
1171	001-007-558-50-32-00	PL-Fuel	Fuel - December 2015	\$7.46	
1171	001-007-559-30-32-00	PB-Fuel	Fuel - December 2015	\$46.08	
1172	001-008-521-20-32-00	LE-Fuel	Fuel - December 2015	\$4,794.96	
1173	001-008-521-20-32-00	LE-Fuel	Fuel - November 2015	\$5,079.90	
1174	001-010-576-80-32-00	PK-Fuel Costs	Fuel - November 2015	\$50.29	

Invoice	AccountCode	Account Description	Item Description	Amount	
1171	001-013-518-20-32-00	GG-Fuel	Fuel - December 2015	\$7.46	
1171	101-016-542-30-32-00	ST-Fuel	Fuel - December 2015	\$753.57	
1174	101-016-542-30-32-00	ST-Fuel	Fuel - November 2015	\$1,092.03	
1171	410-016-531-10-32-00	SW-Fuel	Fuel - December 2015	\$753.57	
1174	410-016-531-10-32-00	SW-Fuel	Fuel - November 2015	\$1,167.75	
<b>Leighan Sarah A</b>			<b>Check 39697</b>	<b>12/31/2015</b>	<b>\$472.46</b>
19298	001-007-558-50-49-02	PL-Printing and Bindin	Blue project information signs	\$472.46	
<b>Lemay Mobile Shredding</b>			<b>Check 39698</b>	<b>12/31/2015</b>	<b>\$12.38</b>
4463239	001-008-521-20-31-01	LE-Operating Costs	Shredding services- December 2015	\$4.56	
4463240	001-013-518-20-31-00	GG-Operating	Shredding services- December 2015	\$7.82	
<b>Monroe Correctional Complex</b>			<b>Check 39699</b>	<b>12/31/2015</b>	<b>\$383.03</b>
	001-010-576-80-48-00	PK-Repair & Maintenance	DOC Work Crew services	\$140.19	
	101-016-542-30-48-00	ST-Repair & Maintenance	DOC Work Crew services	\$165.28	
	410-016-531-10-48-00	SW-Repairs & Maintenance	DOC Work Crew services	\$77.56	
<b>Office of The State Treasurer</b>			<b>Check 39700</b>	<b>12/31/2015</b>	<b>\$7,895.27</b>
42705	633-007-586-00-00-02	Building - State Bl	December 2015 State Court Fees	\$229.50	
42705	633-008-586-00-00-03	Public Safety And Ed. 1986	December 2015 State Court Fees	\$3,544.67	
42705	633-008-586-00-00-04	Public Safety And Education	December 2015 State Court Fees	\$2,113.87	
42705	633-008-586-00-00-05	Judicial Information System-Ci	December 2015 State Court Fees	\$959.55	
42705	633-008-586-00-00-08	Trauma Care	December 2015 State Court Fees	\$314.56	
42705	633-008-586-00-00-09	School Zone Safety	December 2015 State Court Fees	\$15.71	
42705	633-008-586-00-00-10	Public Safety Ed #3	December 2015 State Court Fees	\$110.11	
42705	633-008-586-00-00-11	Auto Theft Prevention	December 2015 State Court Fees	\$448.03	
42705	633-008-586-00-00-12	HWY Safety Act	December 2015 State Court Fees	\$27.79	

Invoice	AccountCode	Account Description	Item Description	Amount	
42705	633-008-586-00-00-13	Death Inv Acct	December 2015 State Court Fees	\$19.71	
42705	633-008-586-00-00-14	WSP Highway Acct	December 2015 State Court Fees	\$111.77	
<b>Petty Cash Account</b>			<b>Check 39701</b>	<b>12/31/2015</b>	<b>\$40.37</b>
42346	001-001-513-10-49-05	Executive - Board Appreciation	Supplies for Board Appreciation mtg	\$40.37	
<b>Prothman</b>			<b>Check 39702</b>	<b>12/31/2015</b>	<b>\$2,987.00</b>
	001-002-513-11-41-00	AD-Professional Services	Municipal Consulting 12/17/2015-1/1/2016	\$2,987.00	
<b>Puget Sound Energy</b>			<b>Check 39703</b>	<b>12/31/2015</b>	<b>\$313.06</b>
	001-010-576-80-47-00	PK-Utilities	Natural Gas - December 2015	\$104.35	
	101-016-543-50-47-00	ST-Utilities	Natural Gas - December 2015	\$104.35	
	410-016-531-10-47-00	SW-Utilities	Natural Gas - December 2015	\$104.36	
<b>Puget Sound Energy</b>			<b>Check 39704</b>	<b>12/31/2015</b>	<b>\$213.32</b>
	001-008-521-50-47-00	LE-Utilities	Natural Gas - December 2015	\$213.32	
<b>Republic Services 197</b>			<b>Check 39705</b>	<b>12/31/2015</b>	<b>\$361.15</b>
	101-016-542-30-45-00	ST-Rentals-Leases	Dumpster Rental - City Shop	\$7.82	
	101-016-544-90-31-02	ST-Operating Cost	Dumpster services - City Shop	\$172.76	
	410-016-531-10-31-02	SW-Operating Costs	Dumpster services - City Shop	\$172.75	
	410-016-531-10-45-00	SW-Equipment Rental	Dumpster Rental - City Shop	\$7.82	
<b>Republic Services 197</b>			<b>Check 39706</b>	<b>12/31/2015</b>	<b>\$260.33</b>
	001-010-576-80-31-00	PK-Operating Costs	Dumpster svcs - Lundeen Park	\$246.84	
	001-010-576-80-45-00	PK-Equipment Rental	Dumpster rental - Lundeen Park	\$13.49	
<b>Republic Services 197</b>			<b>Check 39707</b>	<b>12/31/2015</b>	<b>\$121.11</b>
	001-013-518-20-31-00	GG-Operating	Dumpster services - City Hall	\$106.11	
	001-013-518-20-45-00	GG-Equipment Rental	Dumpster rental - City Hall	\$15.00	

Invoice	AccountCode	Account Description	Item Description	Amount	
<b>Safeguard Pest Control Inc</b>			<b>Check 39708</b>	<b>12/31/2015</b>	<b>\$104.96</b>
48418	001-007-558-50-48-00	PL-Repairs & Maint.	Pest Control	\$13.12	
48418	001-007-559-30-48-00	PB-Repair & Maintenance	Pest Control	\$13.12	
48418	001-013-518-20-48-00	GG-Repair & Maintenance	Pest Control	\$52.48	
48418	101-016-542-30-48-00	ST-Repair & Maintenance	Pest Control	\$13.12	
48418	410-016-531-10-48-00	SW-Repairs & Maintenance	Pest Control	\$13.12	
<b>Snohomish County Planning</b>			<b>Check 39709</b>	<b>12/31/2015</b>	<b>\$7,628.75</b>
	001-007-559-30-41-00	PB-Professional Srv	Building & Plan review services-Dec 2015	\$7,628.75	
<b>Snohomish County PUD</b>			<b>Check 39710</b>	<b>12/31/2015</b>	<b>\$16,245.42</b>
134217074	001-010-576-80-47-00	PK-Utilities	200748721	\$46.53	
157082140	001-010-576-80-47-00	PK-Utilities	202513354	\$20.02	
111039288	001-010-576-80-47-00	PK-Utilities	201513934	\$17.81	
163500250	001-010-576-80-47-00	PK-Utilities	203531959	\$38.24	
107728110	001-012-572-20-47-00	CS-Library-Utilities	200206977	\$619.92	
153890254	001-012-575-30-47-00	CS-Historical-Utilities	202289237	\$103.22	
166769871	001-012-575-50-47-00	CS-Community Center-Utilities	200860922	\$788.75	
153890254	001-012-575-51-47-00	CS-Grimm House Expenses	202289237	\$103.21	
117672992	001-013-518-20-47-00	GG-Utilities	201956075	\$27.44	
153889922	001-013-518-20-47-00	GG-Utilities	201783685	\$180.16	
107728106	001-013-518-20-47-00	GG-Utilities	200206019	\$397.20	
120993051	001-013-518-20-47-00	GG-Utilities	200321172	\$332.05	
107728110	001-013-518-20-47-00	GG-Utilities	200206977	\$73.15	
120992873	001-013-518-20-47-00	GG-Utilities	200245215	\$311.36	
134216323	101-016-542-63-47-00	ST-Lighting - Utilities	201973682	\$44.73	

Invoice	AccountCode	Account Description	Item Description	Amount	
147349956	101-016-542-63-47-00	ST-Lighting - Utilities	202624367	\$9,965.55	
147350112	101-016-542-63-47-00	ST-Lighting - Utilities	202670725	\$1,181.12	
100200115	101-016-542-63-47-00	ST-Lighting - Utilities	201595113	\$281.54	
120997469	101-016-542-63-47-00	ST-Lighting - Utilities	205338056	\$78.06	
166768670	101-016-542-63-47-00	ST-Lighting - Utilities	203115522	\$219.16	
147350036	101-016-542-63-47-00	ST-Lighting - Utilities	202648101	\$1,057.77	
117672270	101-016-542-63-47-00	ST-Lighting - Utilities	204719074	\$19.72	
111041842	101-016-542-63-47-00	ST-Lighting - Utilities	200363505	\$84.62	
144058549	101-016-542-63-47-00	ST-Lighting - Utilities	202648705	\$55.77	
134217635	101-016-542-63-47-00	ST-Lighting - Utilities	201860178	\$198.32	
<b>Snohomish County PW S</b>			<b>Check 39711</b>	<b>12/31/2015</b>	<b>\$1,834.20</b>
	101-016-542-30-48-00	ST-Repair & Maintenance	Signal/sign/street light repair Dec 2015		\$1,834.20
<b>Snohomish County PW V</b>			<b>Check 39712</b>	<b>12/31/2015</b>	<b>\$24,315.92</b>
	001-008-521-20-48-00	LE- Equip Repair & Maintenance	Vehicle repair		\$10,930.59
	101-016-542-30-48-00	ST-Repair & Maintenance	Vehicle repair		\$6,151.54
	101-016-542-64-31-00	ST-Traffic Control - Supply	Street signs & posts		\$1,082.24
	410-016-531-10-48-00	SW-Repairs & Maintenance	Vehicle repair		\$6,151.55
<b>Snohomish County Treasurer</b>			<b>Check 39713</b>	<b>12/31/2015</b>	<b>\$134.14</b>
42339	633-008-586-00-00-01	Crime Victims Compensation	December 2015 Crime Victims Compensation		\$134.14
<b>Sound Publishing Inc</b>			<b>Check 39714</b>	<b>12/31/2015</b>	<b>\$273.01</b>
7650137	101-016-542-30-41-01	ST-Advertising	Classified ad-Public Works Crew Worker		\$136.50
7650137	410-016-531-10-41-05	SW-Advertising	Classified ad-Public Works Crew Worker		\$136.51
<b>State Auditors Office</b>			<b>Check 39715</b>	<b>12/31/2015</b>	<b>\$20,660.12</b>
	001-004-514-23-41-00	FI-Professional Service	Audit services 2013-2014		\$20,660.12

Invoice	AccountCode	Account Description	Item Description	Amount	
<b>Stericycle Inc</b>			<b>Check 39716</b>	<b>12/31/2015</b>	<b>\$10.36</b>
3003277452	001-008-521-20-41-00	LE-Professional Services	Hazardous waste disposal		\$10.36
<b>Tacoma Screw Products Inc</b>			<b>Check 39717</b>	<b>12/31/2015</b>	<b>\$184.28</b>
18101598	001-010-576-80-31-00	PK-Operating Costs	Couplers/plugs/hose nipple		\$29.49
18101598	101-016-544-90-31-02	ST-Operating Cost	Couplers/plugs/hose nipple		\$29.48
18101816	101-016-544-90-31-02	ST-Operating Cost	Steel setting tool/screws/steel dropins		\$47.92
18101816	410-016-531-10-31-02	SW-Operating Costs	Steel setting tool/screws/steel dropins		\$47.91
18101598	410-016-531-10-31-02	SW-Operating Costs	Couplers/plugs/hose nipple		\$29.48
<b>Washington State Dept of Enterprise Svcs</b>			<b>Check 39718</b>	<b>12/31/2015</b>	<b>\$136.20</b>
73143567	001-008-521-20-31-00	LE-Office Supplies	Business cards - Adams		\$45.40
73143566	001-008-521-20-31-00	LE-Office Supplies	Business cards - Fiske		\$45.40
73143568	001-008-521-20-31-00	LE-Office Supplies	Business cards - Lorentzen		\$45.40
<b>Washington State Patrol</b>			<b>Check 39719</b>	<b>12/31/2015</b>	<b>\$1,364.50</b>
I16004654	633-008-586-00-00-06	Gun Permit - FBI Remittance	December 2015 background checks		\$1,364.50
<b>Total Disbursements</b>					<b>\$146,320.37</b>

**BLANKET VOUCHER APPROVAL  
 2016**

We, the undersigned Council members of the City of Lake Stevens, Snohomish County, Washington, do hereby certify that the merchandise or services hereinafter specified have been received and that the following vouchers have been approved for payment:

Payroll Direct Deposits	<b>1/15/2016</b>	<b>\$142,616.24</b>
Payroll Checks	<b>39671-39672</b>	<b>\$4,261.83</b>
Tax Deposit(s)	<b>1/15/2016</b>	<b>\$59,140.20</b>
Electronic Funds Transfers	<b>1/15/2016</b>	<b>\$3,892.46</b>
Claims	<b>39720-39752</b>	<b>\$141,861.58</b>
Void Checks		
<b>Total Vouchers Approved:</b>		<b>\$351,772.31</b>

**This 26th day of January 2016:**

\_\_\_\_\_  
 Mayor

\_\_\_\_\_  
 Councilmember

\_\_\_\_\_  
 Finance Director

\_\_\_\_\_  
 Councilmember

\_\_\_\_\_  
 Councilmember

\_\_\_\_\_  
 Councilmember



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**Accounts Payable Checks and EFTs for period of 01/13/2016 to 01/26/2016**

Invoice	AccountCode	Account Description	Item Description	Amount	
<b>Ace Hardware</b>			<b>Check 39720</b>	<b>1/26/2016</b>	<b>\$623.24</b>
49229	001-007-558-50-31-01	PL-Operating Costs	Faucet for Permit Center	\$13.57	
49229	001-007-559-30-31-01	PB-Operating Cost	Faucet for Permit Center	\$13.58	
49247	001-008-521-20-31-01	LE-Operating Costs	Parts to repair toilet at Police Station	\$22.24	
49269	101-016-544-90-31-02	ST-Operating Cost	Cable/electrical parts for new shop light	\$38.69	
49267	101-016-544-90-31-02	ST-Operating Cost	Bolts & lock washers	\$0.70	
49251	101-016-544-90-31-02	ST-Operating Cost	Master locks for securing city gates & property	\$97.68	
49231	101-016-544-90-31-02	ST-Operating Cost	Weed eater heads/Plumbers tape	\$82.12	
49229	101-016-544-90-31-02	ST-Operating Cost	Faucet for Permit Center	\$13.57	
49269	410-016-531-10-31-02	SW-Operating Costs	Cable/electrical parts for new shop light	\$38.68	
49229	410-016-531-10-31-02	SW-Operating Costs	Faucet for Permit Center	\$13.57	
49251	410-016-531-10-31-02	SW-Operating Costs	Master locks for securing city gates & property	\$97.67	
49231	410-016-531-10-31-02	SW-Operating Costs	Weed eater heads/Plumbers tape	\$82.12	
49267	410-016-531-10-31-02	SW-Operating Costs	Bolts & lock washers	\$0.70	
49212	410-016-531-10-31-02	SW-Operating Costs	Chain/locks/bolts for bullard on Pond	\$108.35	
<b>Alexander Printing</b>			<b>Check 39721</b>	<b>1/26/2016</b>	<b>\$38.22</b>
45312	001-001-513-10-31-00	Executive - Supplies	Business Cards - Spencer	\$38.22	
<b>Assoc of Washington Cities</b>			<b>Check 39722</b>	<b>1/26/2016</b>	<b>\$591.00</b>
39547	101-016-542-30-41-02	ST-Professional Service	2016 Drug & Alcohol Consortium	\$295.50	
39547	410-016-531-10-41-01	SW-Professional Services	2016 Drug & Alcohol Consortium	\$295.50	
<b>Assoc of Washington Cities</b>			<b>Check 39723</b>	<b>1/26/2016</b>	<b>\$20,734.00</b>

Invoice	AccountCode	Account Description	Item Description	Amount
39839	001-013-518-90-49-04	GG-AWC	2016 AWC Membership Fee	\$20,734.00
<b>Bills Blueprint</b>			<b>Check 39724</b>	<b>1/26/2016</b>
523332	001-007-558-50-49-02	PL-Printing and Bindin	Copies for Public Records Request	\$21.72
<b>Carquest Auto Parts Store</b>			<b>Check 39725</b>	<b>1/26/2016</b>
2421-233348	101-016-544-90-31-02	ST-Operating Cost	Battery for PW39	\$49.36
2421-233037	101-016-544-90-31-02	ST-Operating Cost	Oil and Air filters - PW21	\$8.36
2421-233037	410-016-531-10-31-02	SW-Operating Costs	Oil and Air filters - PW21	\$8.36
2421-233348	410-016-531-10-31-02	SW-Operating Costs	Battery for PW39	\$49.36
<b>CDW Government Inc</b>			<b>Check 39726</b>	<b>1/26/2016</b>
BRS8152	001-008-521-20-31-01	LE-Operating Costs	Dell MS Surface PRO - Police Chief	\$786.00
BRT7700	001-008-521-20-31-01	LE-Operating Costs	Dell MS Surface PRO - FTO Program	\$2,422.37
BRS8152	510-006-594-18-64-00	Capital - Purch Computer Equip	Dell MS Surface PRO - Police Chief	\$1,200.00
<b>Co Op Supply</b>			<b>Check 39727</b>	<b>1/26/2016</b>
611403/4	001-013-518-20-31-00	GG-Operating	Gate to Eagle Ridge Bldg	\$86.87
<b>Code Publishing Co</b>			<b>Check 39728</b>	<b>1/26/2016</b>
51790	001-003-514-20-41-00	CC-Professional Services	Web Hosting 2016	\$350.00
<b>Comcast</b>			<b>Check 39729</b>	<b>1/26/2016</b>
1/16 0443150	001-002-513-11-42-00	AD-Communications	Internet Service - All City	\$3.02
1/16 0443150	001-003-514-20-42-00	CC-Communications	Internet Service - All City	\$9.07
1/16 0443150	001-004-514-23-42-00	FI-Communications	Internet Service - All City	\$6.04
1/16 0443150	001-005-518-10-42-00	HR-Communications	Internet Service - All City	\$3.02
1/16 0443150	001-006-518-80-42-00	IT-Communications	Internet Service - All City	\$6.05
1/16 0443150	001-007-558-50-42-00	PL-Communication	Internet Service - All City	\$24.19

Invoice	AccountCode	Account Description	Item Description	Amount	
1/16 0443150	001-008-521-20-42-00	LE-Communication	Internet Service - All City	\$87.66	
1/16 0443150	001-010-576-80-42-00	PK-Communication	Internet Service - All City	\$4.03	
1/16 0443150	101-016-543-30-42-00	ST-Communications	Internet Service - All City	\$4.03	
1/16 0443150	410-016-531-10-42-00	SW-Communications	Internet Service - All City	\$4.03	
<b>Crime Stoppers of Puget Sound</b>			<b>Check 39730</b>	<b>1/26/2016</b>	<b>\$1,084.07</b>
2016-05	001-008-521-20-41-00	LE-Professional Services	2016 Support of Crime Stoppers	\$1,084.07	
<b>Curvature</b>			<b>Check 39731</b>	<b>1/26/2016</b>	<b>\$491.25</b>
549073	001-008-521-20-31-01	LE-Operating Costs	Computer switch	\$491.25	
<b>Dept of Retirement (Deferred Comp)</b>			<b>Check 0</b>	<b>1/15/2016</b>	<b>\$2,240.00</b>
42384	001-000-282-00-00-00	Payroll Liability Retirement	Employee Portion-State Deferre	\$2,240.00	
<b>Dicks Towing</b>			<b>Check 39732</b>	<b>1/26/2016</b>	<b>\$251.16</b>
143569	001-008-521-80-40-01	LE - Evidence Impound	Towing services Case# 2015-0204017	\$125.58	
154040	001-008-521-80-40-01	LE - Evidence Impound	Towing services Case# 2016-00000177	\$125.58	
<b>Dwayne Lanes</b>			<b>Check 39733</b>	<b>1/26/2016</b>	<b>\$95,281.41</b>
FH903311	520-008-594-21-63-00	Capital Equipment	PT64 VIN#2C3CDXKT2FH903311	\$31,760.47	
FH919518	520-008-594-21-63-00	Capital Equipment	PT62 VIN# 2C3CDXKT5FH919518	\$31,760.47	
FH903312	520-008-594-21-63-00	Capital Equipment	PT63 VIN# 2C3CDXKT4FH903312	\$31,760.47	
<b>EFTPS Electronic Federal Tax Pmt System</b>			<b>Check 0</b>	<b>1/15/2016</b>	<b>\$59,140.20</b>
42384	001-000-281-00-00-00	Payroll Liability Taxes	Federal Payroll Taxes	\$59,140.20	
<b>Frontier</b>			<b>Check 39734</b>	<b>1/26/2016</b>	<b>\$62.94</b>
4253979674	101-016-542-64-47-00	ST-Traffic Control -Utility	Traffic control modem	\$62.94	
<b>Glens Rental Sales and Service</b>			<b>Check 39735</b>	<b>1/26/2016</b>	<b>\$167.44</b>
S6587	001-010-576-80-31-00	PK-Operating Costs	Brush cutting blades for clearing ponds	\$59.93	

Invoice	AccountCode	Account Description	Item Description	Amount
S6683	101-016-544-90-31-02	ST-Operating Cost	Weedeater line	\$23.79
S6587	410-016-531-10-31-02	SW-Operating Costs	Brush cutting blades for clearing ponds	\$59.94
S6683	410-016-531-10-31-02	SW-Operating Costs	Weedeater line	\$23.78
<b>Honey Bucket</b>			<b>Check 39736</b>	<b>1/26/2016</b>
				<b>\$136.00</b>
2-1499546	001-010-576-80-45-00	PK-Equipment Rental	Honeybucket rental Boat Launce	\$136.00
<b>J Thayer Company</b>			<b>Check 39737</b>	<b>1/26/2016</b>
				<b>\$770.44</b>
1007984-0	001-008-521-20-31-00	LE-Office Supplies	drawer organizer/copyholders	\$94.40
1008084-1	001-008-521-20-31-00	LE-Office Supplies	Wall files	\$49.70
1008112-0	001-008-521-20-31-00	LE-Office Supplies	Chairmats	\$115.01
1007271-0	001-008-521-20-31-00	LE-Office Supplies	Papar/laminator/folders/dvds/trays/wall pock	\$460.31
1008084-0	001-008-521-20-31-01	LE-Operating Costs	Hand Sanitizer	\$51.02
<b>Jamar Technologies</b>			<b>Check 39738</b>	<b>1/26/2016</b>
				<b>\$2,025.00</b>
28942	101-016-542-64-31-00	ST-Traffic Control - Supply	Traffic counters	\$2,025.00
<b>Lake Stevens Police Guild</b>			<b>Check 39739</b>	<b>1/26/2016</b>
				<b>\$963.00</b>
42384	001-000-284-00-00-00	Payroll Liability Other	Employee Paid Union Dues	\$963.00
<b>Lake Stevens Sewer District</b>			<b>Check 39740</b>	<b>1/26/2016</b>
				<b>\$830.00</b>
42370	001-008-521-50-47-00	LE-Utilities	Sewer - Police Station	\$83.00
42370	001-008-521-50-47-00	LE-Utilities	Sewer - N Lakeshore Dr	\$83.00
42370	001-010-576-80-47-00	PK-Utilities	Sewer - Lundeen Park	\$166.00
42370	001-012-572-20-47-00	CS-Library-Utilities	Sewer - Library	\$83.00
42370	001-013-518-20-47-00	GG-Utilities	Sewer - Permit Center	\$83.00
42370	001-013-518-20-47-00	GG-Utilities	Sewer - City Hall	\$166.00
42370	001-013-518-20-47-00	GG-Utilities	Sewer - Family Center	\$83.00
42370	101-016-543-50-47-00	ST-Utilities	Sewer - 99th Ave SE Property	\$83.00

Invoice	AccountCode	Account Description	Item Description	Amount	
<b>Mann Trevor</b>			<b>Check 39741</b>	<b>1/26/2016</b>	<b>\$102.00</b>
1/12/16 req	101-016-542-30-49-00	ST-Miscellaneous	CDL Endorcement - Mann	\$102.00	
<b>Nationwide Retirement Solution</b>			<b>Check 0</b>	<b>1/15/2016</b>	<b>\$1,250.00</b>
42384	001-000-282-00-00-00	Payroll Liability Retirement	Employee Portion-Nationwide	\$1,250.00	
<b>Noble Rider LLC</b>			<b>Check 39742</b>	<b>1/26/2016</b>	<b>\$318.24</b>
69770	001-008-521-20-26-00	LE-Clothing	Tactix System Jacket	\$318.24	
<b>Pacific Power Batteries</b>			<b>Check 39743</b>	<b>1/26/2016</b>	<b>\$222.97</b>
86923	001-010-576-80-31-00	PK-Operating Costs	Battery tester	\$28.59	
86923	101-016-544-90-31-02	ST-Operating Cost	Battery tester	\$28.59	
12223700	101-016-544-90-31-02	ST-Operating Cost	Batteries	\$68.60	
86923	410-016-531-10-31-02	SW-Operating Costs	Battery tester	\$28.59	
12223700	410-016-531-10-31-02	SW-Operating Costs	Batteries	\$68.60	
<b>Pitney Bowes</b>			<b>Check 39744</b>	<b>1/26/2016</b>	<b>\$113.10</b>
9619164-JA16	001-013-518-20-45-00	GG-Equipment Rental	Postage machine rental	\$113.10	
<b>Puget Sound Clean Air Agency</b>			<b>Check 39745</b>	<b>1/26/2016</b>	<b>\$4,789.50</b>
Q1/2016	001-013-553-70-51-00	GG-Air Pollution	Q1 2016 Clean Air Assessment	\$4,789.50	
<b>Right Systems Inc</b>			<b>Check 39746</b>	<b>1/26/2016</b>	<b>\$4,202.56</b>
139760	510-006-518-80-49-00	License Renewal - Annual Maint	Barracuda message archiver support 2016	\$4,202.56	
<b>SCCFOA</b>			<b>Check 39747</b>	<b>1/26/2016</b>	<b>\$43.00</b>
1/22/16 mtg	001-004-514-23-43-00	FI-Travel & Meetings	1/22/16 SCCFOA mtg	\$18.00	
2016 dues	001-004-514-23-49-00	FI-Miscellaneous	2016 annual dues SCCFOA	\$25.00	
<b>Sonsray Machinery LLC</b>			<b>Check 39748</b>	<b>1/26/2016</b>	<b>\$2,029.54</b>
P03839-09	101-016-544-90-31-02	ST-Operating Cost	Pump motor	\$1,014.77	

Invoice	AccountCode	Account Description	Item Description	Amount
P03839-09	410-016-531-10-31-02	SW-Operating Costs	Pump motor	\$1,014.77
<b>Sound Publishing Inc</b>			<b>Check 39749</b>	<b>1/26/2016</b>
EDH676700	001-004-514-23-41-01	FI-Advertising	Audit Exit Conference Workshop	\$32.80
EDH676703	001-007-558-50-41-03	PL-Advertising	LUA2015-0123 Public meeting	\$63.64
<b>Tacoma Screw Products Inc</b>			<b>Check 39750</b>	<b>1/26/2016</b>
18102491	101-016-544-90-31-02	ST-Operating Cost	Nuts/bolts/screws	\$48.82
18102491	410-016-531-10-31-02	SW-Operating Costs	Nuts/bolts/screws	\$48.81
<b>Thomas Dean</b>			<b>Check 39751</b>	<b>1/26/2016</b>
1/8/16 req	001-008-521-22-31-00	LE- Investigation Ops Costs	Supplies for suspect interview	\$7.73
<b>Washington State Support Registry</b>			<b>Check 0</b>	<b>1/15/2016</b>
42384	001-000-284-00-00-00	Payroll Liability Other	Employee Paid Child Support	\$402.46
<b>WaveDivision Holdings LLC</b>			<b>Check 39752</b>	<b>1/26/2016</b>
36447	510-006-518-80-49-00	License Renewal - Annual Maint	Fiber lease for New World Connection	\$656.16
<b>Total Disbursements</b>				<b>\$204,894.24</b>

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

Tuesday, January 12, 2016

Lake Stevens School District Educational Service Center (Admin. Bldg.)  
12309 22<sup>nd</sup> Street N.E. Lake Stevens

CALL TO ORDER: 6:15 p.m. by Mayor John Spencer

COUNCILMEMBERS PRESENT: Kim Daughtry, Sam Low, Kurt Hilt, Todd Welch, Raichel McDaniel, Kathy Holder, Marcus Tageant

COUNCILMEMBERS ABSENT: None.

STAFF MEMBERS PRESENT: Interim City Administrator Mary Swenson, Finance Director/City Clerk Barb Stevens, Human Resources Director Steve Edin, Police Chief Dan Lorentzen and Deputy City Clerk Kathy Pugh

OTHERS: Auditors Erika Davies and Nick Sarpy

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**Excused Absence.** None.

Mayor Spencer convened the meeting at 6:15 p.m. for the purpose of receiving the Washington State Auditor's Exit Report for fiscal years 2013-2014.

**Adjourn.**

The workshop was adjourned at 6:35 p.m.

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John Spencer, Mayor

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Kathy Pugh, Deputy City Clerk



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

Tuesday, January 12, 2016

Lake Stevens School District Educational Service Center (Admin. Bldg.)  
12309 22<sup>nd</sup> Street N.E. Lake Stevens

CALL TO ORDER: 7:00 p.m. by Mayor John Spencer

COUNCILMEMBERS PRESENT: Kim Daughtry, Sam Low, Kurt Hilt, Todd Welch, Rauchel McDaniel, Kathy Holder, Marcus Tageant

COUNCILMEMBERS ABSENT: None.

STAFF MEMBERS PRESENT: Interim City Administrator Mary Swenson, Finance Director/City Clerk Barb Stevens, Interim Planning and Community Development Director Russ Wright, Public Works Director Mick Monken, Human Resources Director Steve Edin, Police Chief Dan Lorentzen, Economic Development Coordinator Jeanie Ashe, Deputy City Clerk Kathy Pugh and City Attorney Cheryl Beyer

OTHERS:

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**Recognition:** Human Resources Director Steve Edin presented Mayor Spencer with a plaque and recognized his eight years of service to the City as a City Councilmember.

**Guest Business.** None.

**Election of Council Officers:**

**MOTION:** Councilmember Hilt nominated, Councilmember Welch seconded, to elect Councilmember Low as City Council President. On vote the motion carried (7-0-0-0).

**MOTION:** Councilmember Low nominated, Councilmember Daughtry seconded, to nominate Councilmember Welch as City Council Vice President. On vote the motion carried (7-0-0-0).

Council President Low said the City needs new leadership and that he is looking forward to working with Mayor Spencer to move the City forward while meeting the needs of citizens and businesses and staying fiscally responsible. He commented that investing in streets and sidewalks while fixing Highway 204, the US 2 Trestle and 20<sup>th</sup> Street traffic issues will keep people moving safely and effectively, and keeping the public safe from crime are top priorities. Council President Low called for a new reinvestment in parks and quality of life that will make Lake Stevens a special place for all to enjoy, live, play and work. Council President Low concluded by saying he is excited to serve as Council President.

Mayor Spencer congratulated Council President Low and said the Council has a full and busy year ahead and he is excited for the coming projects.

Mayor Spencer said that under Agenda Action Items, Item A, Resolution 2016-001 re Traffic Impact Fees is being removed from the agenda as there is more work to be done to ensure it reflects the Council's intent. It will be brought back to Council at a later date.

### **City Department Report.**

### **Consent Agenda.**

**MOTION:** Moved by Councilmember Daughtry, seconded by Councilmember Tageant, to approve (A) 2015 Vouchers for December 15, and December 31, 2015 [Payroll Direct Deposits of \$275,502.82, Payroll Checks 39543-39544, 39557-39588 of \$8,024.61, Tax Deposits of \$109,002.29, Electronic Funds Transfers (ACH) of \$164,998.56, Claims Check Nos. 39545-39556 and 39559-39658 of \$285,739.70, Void Check No. 39414 in the amount of \$70.50, Total Vouchers Approved: \$843,187.48]; (B) 2016 Vouchers [Claims Check Nos. 39659-39670 of \$309,084.94; Total Vouchers Approved: \$309,084.94; (C) December 8, 2015 City Council Regular Meeting Minutes; (D) Professional Services Agreement regarding Crime Stoppers; (E) Amendment No. 4 to Interlocal Agreement with Lake Stevens School District for School Resource Officers; (F) Callow Road Embankment Supplement No. 1-Geotechnical; (G) Grade Road Embankment Supplement No. 2-Geotechnical; (H) North Lakeshore Drive Sidewalk On Call Survey Services; (I) 91<sup>st</sup> Avenue SE Sidewalk On Call Survey Services-Safe Routes to School; (J) Award of Bid and Authorize Mayor to Enter Contract with Discount Fencing; (K) Department of Corrections Annual Agreement; (L) Engineering Service On Call Service Agreements and (M) Ordinance 948 Adding New Code Section 3.60 Allowing for Donations of Property to the City. On vote the motion carried (7-0-0-0).

### **Action Items:**

**Snohomish County Small Business Development Center (SBDC) Funding:** Economic Development Coordinator Jeanie Ashe presented the staff report and said that tonight's requested action is to approve \$3,000 for investment in the Snohomish County Small Business Development Center (SBDC) for fiscal year 2016. Ms. Ashe said that the Lake Stevens Chamber of Commerce has committed to invest \$1,000 into the SBDC. She then responded to Councilmembers' questions.

Doug Warren, 12800 17<sup>th</sup> Street NE #9, Lake Stevens, president of the Lake Stevens Chamber of Commerce, believes the SBDC will be a great resource for the Chamber in providing small business resources by providing marketing and business plans to small businesses that the Chamber does not have the resources to provide.

**MOTION:** Councilmember Holder moved, Councilmember Daughtry seconded, to authorize funding the Snohomish County Small Business Development Center in the amount of \$3000 for fiscal year 2016. On vote the motion carried (7-0-0-0).

**Approve Lease with Lake Stevens Community Food Bank for Rental of Pole Barn at Eagle Ridge Park:** Interim City Administrator Mary Swenson presented the staff report and said that the Lake Stevens Food Bank would like to lease the building as an interim location for storing donated food items until their new storage building is completed. The Food Bank recently was advised that one of the local groceries will be donating a large volume of food on a weekly basis and the Food Bank does not have a facility to store the food.

Doug Warren clarified in response to a question from Councilmember Daughtry that the storage will be dry storage only.

**MOTION:** Councilmember Low moved, Councilmember Hilt seconded, to approve the Lease with Lake Stevens Community Food Bank. On vote the motion carried (7-0-0-0).

**Approve Collective Bargaining Agreement with Teamsters Union:** Interim City Administrator Swenson presented the staff report and said that this agreement was approved by the Teamster's Union during the week of December 20, 2015. She reviewed the changes to the agreement and responded to Councilmembers' questions.

**MOTION:** Councilmember Hilt moved, Councilmember Low seconded, to approve the Collective Bargaining Agreement. On vote the motion carried (7-0-0-0).

**Discussion Items:**

**2016 Long-Range Planning Work Program:** Interim Planner Director Russ Wright presented the staff report and said the work program includes the Planning Commission's and Park Board's proposed work plans for 2016. Council typically reviews the proposed work plans and approves them. Discussion ensued and Interim Director Wright responded to Councilmembers' questions.

Council and Mayor Spencer requested that Bonneville Park be included in the work plan for possible annexation, and that the changes to Shoreline Master Program, resulting from updates to critical areas codes and adoption of the subarea plan, be coordinated so that they occur together.

There was consensus by Council to bring the proposed Long-Range Planning Work Program with the additions that were discussed back for approval on the consent agenda at the next Council meeting.

**Boards and Commissions Liaison Assignments and Community Transit Appointment:**  
**Council Subcommittees:** Councilmember Low distributed a draft of proposed Boards and Commissions appointments and said that it is a very preliminary draft and open to discussion.

- **Arts Commission:** Councilmember Welch; alternate Councilmember Holder
- **Chamber of Commerce:** Councilmember Tageant; alternate Councilmember McDaniel
- **Community Transit:** Councilmember Low proposed Councilmember Hilt as the primary liaison and himself as the alternate. Discussion ensued and Councilmember Daughtry noted that if he is not the liaison the City will likely lose its seat on the board. He also reviewed things going on behind the scenes that will benefit the City. Councilmember Holder said she supports Councilmember Daughtry continuing on this board, particularly if the City's board seat will be lost if he does not continue.

**MOTION:** Moved by Councilmember Holder to reappoint Councilmember Daughtry as liaison to Community Transit. The motion was not voted due to lack of a second.

MOTION: Councilmember Tageant moved, Councilmember McDaniel seconded, to appoint Councilmember Hilt as liaison to Community Transit. On vote the motion carried (5-2-0-0) with Councilmembers Daughtry and Holder opposing. Councilmember Low will serve as alternate.

- Department of Emergency Management: Councilmember Hilt; alternate Police Chief Lorentzen
- Family Center: Councilmember Holder; alternate Councilmember Daughtry
- Fire District #8: Councilmember McDaniel; alternate Councilmember Tageant
- Health District Board: Councilmember Hilt
- Highway 9 Coalition: Councilmember Low; alternate Councilmember Tageant
- Library Board: Councilmember Welch; alternate Councilmember Daughtry
- Park Board: Councilmember Holder; alternate Councilmember Welch
- Retreat Committee: Council President; Councilmember Vice President
- Snohomish County Committee for Improved Transportation (SCCIT): Councilmember Daughtry; alternate Councilmember Low
- Senior Board: Councilmember Spencer; alternate Councilmember Low
- Sewer Utility Subcommittee: Mayor Spencer, and Councilmembers Daughtry, McDaniel and Tageant
- Snohomish County Tomorrow: Mayor Spencer; alternate Councilmember Low
- Snohomish County Cities: All
- AWC: All

Mayor Spencer said he has requested subcommittees be organized to address certain topics in depth. Appointments were made to the following requested subcommittees:

- Finance/Budget: Councilmembers McDaniel, Tageant and Welch
- Public Safety: Councilmembers Daughtry, Hilt and Tageant
- Public Works: Councilmembers Daughtry, Low and McDaniel
- Parks & Recreation: Councilmembers Holder, Low and Welch
- Economic Development/Chamber: Councilmembers Holder, McDaniel and Tageant

**Special Meeting January 25, 2016:** Mayor Spencer reminded that it was Council's decision to cancel the January 26, 2016 meeting because Councilmembers will be travelling to Olympia that evening for Association of Washington Cities Action Days, so there will be a special meeting on January 25, 2016 at 7:00 p.m. at the Lake Stevens School District Educational Services Center (Administration Building).

**Council Person's Business:** Councilmembers reported on the following meetings: Councilmember Hilt: Snohomish County Health District; Councilmember Low: Snohomish County Health District.

**Mayor's Business:** Mayor Spencer referred Councilmembers to a memorandum distributed this evening documenting the City's intent to acquire under threat of condemnation the lot on the east side of Grade Road where the embankment is failing, and commented this notice of the City's intent is procedural.

Mayor Spencer next updated on the Retreat scheduled for January 29 and 30 beginning at noon at the Channel Lodge in La Conner. He distributed a draft agenda and invited Councilmembers' input.

Mayor Spencer next referenced the Request for Proposal ("RFP") outline for a consultant to do the Downtown Subarea Plan, also distributed this evening. The full written RFP will be distributed soon. Mayor Spencer said he wants everyone to have an idea on how the City wants to approach this subarea plan. Mayor Spencer said his goal is that the City will receive an investment grade plan for the downtown area. It will be important to have a plan that the community, businesses and property owners can support and that will invite outside investors. Mayor Spencer hopes that once the contract is signed the subarea plan can be developed within nine to twelve months, but the key will be to make sure the entire Lake Stevens community is fully engaged in the process.

Councilmember Low recognized Janet Pritchard from Republic Services in this evening's audience.

**Executive Session:** Mayor Spencer announced an executive session for 10 minutes to discuss pending litigation beginning at 8:05 p.m. and ending at 8:15 p.m. with no action to follow.

The regular City Council meeting reconvened at 8:15 p.m.

**Adjourn.**

Moved by Councilmember Low, seconded by Councilmember McDaniel to adjourn the meeting at 8:16 p.m. On vote the motion carried (7-0-0-0).

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John Spencer, Mayor

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Kathy Pugh, Deputy City Clerk



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LAKE STEVENS CITY COUNCIL  
**STAFF REPORT**

**Council Date:** **Agenda** January 25, 2016  
\_\_\_\_\_

**Subject:** Resolution 2016-02 Accepting a Cash Donation

<b>Contact Person/Department:</b>	<u>Barb Stevens – Finance/City Clerk</u>	<b>Budget Impact:</b>	<u>\$10,000</u>
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**RECOMMENDATION(S)/ACTION REQUESTED OF COUNCIL:**

Approve Resolution 2016-02 Accepting a Cash Donation to City.

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**SUMMARY/BACKGROUND:**

A donor who requested to remain anonymous has made a generous donation to the Lake Stevens' Police Department, of ten thousand dollars (\$10,000), under conditions specified in the attached Exhibit A.

Lake Stevens Ordinance 948 allows acceptance of donations of value greater than \$5,000 by City Council Resolution.

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**APPLICABLE CITY POLICIES:**

LSMC 3.60 – Donations to City

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**BUDGET IMPACT:** \$10,000

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**ATTACHMENTS:**

- ▶ Resolution 2016-02 – Accepting a Cash Donation from an Anonymous Donor
- ▶ Exhibit A

**CITY OF LAKE STEVENS**  
**Lake Stevens, Washington**

RESOLUTION NO. 2016-02

**A RESOLUTION OF THE CITY OF LAKE STEVENS, WASHINGTON  
ACCEPTING A CASH DONATION FROM AN ANONYMOUS DONOR**

WHEREAS, RCW 35.21.100 and RCW 35A.11.010 allow cities to accept donated money or property by Ordinance; and

WHEREAS, Lake Stevens Ordinance 948 allows acceptance of donations of value greater than \$5,000 by City Council Resolution; and

WHEREAS, a donor who requested to remain anonymous has made a generous donation of ten thousand dollars (\$10,000), under conditions specified in the attached Exhibit A; and

WHEREAS, the City is willing to fulfill the conditions expressed in Exhibit A in exchange for the donation.

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

Section 1. Acceptance of Donation. The Lake Stevens City Council accepts the donation of ten thousand dollars (\$10,000) from the donor, to be deposited into the General Fund – Police Donations account, and agrees to the specific uses outlined in Exhibit A.

Section 2. Other Actions Authorized. The Lake Stevens City Council hereby authorizes the City Administrator or designee to take other actions necessary to implement this decision and to fulfill the City's obligations contained in the attached Exhibit A.

PASSED by the City Council and APPROVED by the Mayor this 25<sup>th</sup> day of January, 2016.

CITY OF LAKE STEVENS

\_\_\_\_\_  
John Spencer, Mayor

ATTEST:

\_\_\_\_\_  
Kathy Pugh, Deputy City Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
Grant K. Weed, City Attorney

**EXHIBIT A**

<b><u>DESCRIPTION OF USE</u></b>	<b><u>DONATION AMOUNT</u></b>
<ul style="list-style-type: none"><li>• Explorer Post 87 – part of Scouts of America Programs<ul style="list-style-type: none"><li>○ Monies to be utilized to buy explorer uniforms and send explorers to academies.</li></ul></li></ul>	\$2,500.00
<ul style="list-style-type: none"><li>• Night vision &amp; game cameras for investigations unit</li></ul>	\$4,000.00
<ul style="list-style-type: none"><li>• Public Education, Awards and Recognition Program<ul style="list-style-type: none"><li>○ Funds to be utilized to buy promotional/ educational items (sticker badges, temporary tattoos, erasers, pencils, books, Child ID cards/ ink) for the public education. The awards and recognition would be used to recognize Staff/ Officers within the organization.</li></ul></li></ul>	\$2,500.00
<ul style="list-style-type: none"><li>• “For other things needed”</li></ul>	<u>\$1,000.00</u>
<b><u>TOTAL</u></b>	<b><u>\$10,000.00</u></b>



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LAKE STEVENS CITY COUNCIL  
**STAFF REPORT**

**Council Agenda** January 25, 2016  
**Date:** \_\_\_\_\_

**Subject:** Twelfth Addendum to the Interlocal Agreement for Jail Services with the City of Marysville

**Contact** Chief Daniel Lorentzen **Budget Impact:** TBD  
**Person/Department:** \_\_\_\_\_

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**RECOMMENDATION(S)/ACTION REQUESTED OF COUNCIL:** Authorize the Mayor to sign Addendum No. 12 to the Interlocal Agreement for Jail Service with the City of Marysville

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**SUMMARY/BACKGROUND:** In 1999 the City of Lake Stevens entered into an agreement with the City of Marysville for jail services at the Marysville City Jail. This relationship has proven to be very successful and allows the Lake Stevens Police Department the ability to utilize the Marysville City Jail for booking of our prisoners. In most cases this process of using Marysville is quicker than using the Snohomish County Jail, which results in getting Lake Stevens Officers back into service and on the road in a timely manner.

Marysville Jail rates have increased this year with this addendum, and are now comparable with those at the Snohomish County Jail. The region has seen jail costs rise sharply due to the influx of individuals being incarcerated with mental health and addiction issues. These costs are passed along to the agencies as the jails have had to hire and train staff to deal with these issues coming into the jail systems.

The 2016 booking fee at Marysville City Jail will be \$79.00 and \$115.00 with the Snohomish County Jail (Marysville rate to increase to \$115.00 in 2017). The daily maintenance fee with Marysville Jail is \$88.50 and \$84.00-\$201.00 with Snohomish County, depending on the level of needed service. The transportation fee for Marysville also increased from \$42.32 to \$62.50. Snohomish County does not have a transportation fee. An additional change to the Marysville contract will be usage on an available basis, versus paying for a five bed minimum per day. A review of our daily usage with the Marysville City Jail in the first half of 2015 shows we were averaging 11.7 beds per day.

While the rate increase in this addendum will have a budget impact in 2016, we will be monitoring the jail usage to determine the shortfall and bring back a budget amendment in the 3<sup>rd</sup> Quarter of 2016.

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**APPLICABLE CITY POLICIES:**

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**BUDGET IMPACT:** The current rates for the Marysville Jail will be monitored in the 2016 budget with a possible budget amendment needed in 3<sup>rd</sup> quarter 2016.

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**ATTACHMENTS:**

- ▶ Exhibit A: Amendment #12 to Inter-local Agreement for Jail Services with the City of Marysville
- ▶ Exhibit B: Original Interlocal Agreement

EXHIBIT A

**AFTER RECORDING RETURN TO:**

City of Marysville  
1049 State Avenue  
Marysville, WA 98270

**Twelfth Amendment  
Interlocal Agreement for Jail Services  
Lake Stevens  
Amendment of Schedule "A":  
2016 Booking Fee \$79.00;  
2017 Booking Fee \$115.00;  
Transport Fee \$62.50 each way,  
Daily Maintenance Fee \$88.50,  
Effective January 1, 2016.**

THIS AMENDMENT TO INTERLOCAL AGREEMENT FOR JAIL SERVICES ("Agreement") is made and entered into by and between the CITY OF MARYSVILLE ("Marysville"), and the CITY OF LAKE STEVENS ("Lake Stevens").

WHEREAS, on September 27, 1999, Marysville and Lake Stevens entered into an Interlocal Agreement for Jail Services (hereinafter known as "Agreement"); and,

WHEREAS, on December 10, 2001, Marysville and Lake Stevens entered into a First Amendment to the Agreement for the purpose of extending the term of the same and for the adoption of a revised Schedule A Booking Fee and Daily Maintenance Fee; and

WHEREAS, on April 28, 2003, Marysville and Lake Stevens entered into a Second Amendment to the agreement for Jail Services; and

WHEREAS, on December 11, 2003, Marysville and Lake Stevens entered into a Third Amendment to the agreement for Jail Services; and

WHEREAS, on May 1, 2004, Marysville and Lake Stevens entered into a Amendment of Schedule "A" of Interlocal Agreement for Jail Services – Booking Fee – Change from \$32.30 to \$32.00 effective May 1, 2004; and

WHEREAS, On September 30, 2005, the parties entered into the Fourth Amendment of Schedule "A" of Interlocal Agreement for Jail Services Authority of Marysville to receive, pay and be reimbursed for Snohomish County Jail Billings and to coordinate and move Lake Stevens Prisoners from and in Snohomish County Jail Effective September 1, 2005; and

EXHIBIT A

WHEREAS, On November 13, 2006, the parties entered into the Fifth Amendment of Schedule "A" of Interlocal Agreement for Jail Services Changes per Bed per Day (Daily Maintenance) fee from \$50 to \$52 and Snohomish County Jail Billings fee from \$56 to \$58.45 Effective January 1, 2007; and

WHEREAS, On March 29, 2009, the parties entered into the Sixth Amendment and Renewal to Interlocal Agreement For jail services 2009 to 2012 and Amendment of Schedule "A" Other Jail Billing Fees Effective January 1, 2009; and

WHEREAS, On October 12, 2009, the parties entered into the Seventh Amendment and Amendment of Schedule A;

WHEREAS, On September 12, 2011, the parties entered into the Eighth Amendment relating to 90 day facility;

WHEREAS, On December 10, 2012, the parties entered into the Ninth Amendment Renewal from 2013 through 2016;

WHEREAS, on December 9, 2013, the parties entered into the Tenth Amendment and Amendment of Schedule A;

WHEREAS, on November 23, 2015, the parties entered into the Eleventh Amendment and Amendment of Schedule A;

WHEREAS Marysville and Lake Stevens have agreed to Amend Schedule "A" as follows, Booking Fee from \$42.32 to \$79.00 in 2016 and to \$115.00 in 2017, Transportation Fee from \$42.32 to \$ 62.50 per trip, Daily Maintenance Fee from \$63.23 to \$88.50, number of beds from 5 beds per day to beds on a space available basis – Effective January 1, 2016 necessitating the amendment of the Agreement; and,

**NOW, THEREFORE**, in consideration of the mutual covenants, conditions and promises contained herein, Marysville and Lake Stevens mutually agree as follows:

1. **Schedule A**, is as adopted and attached to this agreement as Schedule A and Amended as follows, Booking Fee from \$42.32 to \$79.00 for 2016 and increasing to \$115.00 on January 1, 2017, Transportation Fee from \$42.32 to \$62.50 per trip, Daily Maintenance Fee from \$63.23 to \$88.50, number of beds from 5 beds per day to beds on a space available basis – Effective January 1, 2016.

2. Except as provided herein, all other terms and conditions of the Interlocal Agreement for Jail Services dated September 27, 1999 and all of the written amendments set forth above shall remain in full force and effect unchanged.

3. **APPROVALS AND FILING**. Each party shall approve this Agreement by resolution, ordinance or otherwise pursuant to the laws of the governing body of said party. The

EXHIBIT A

attested signature of the officials identified below shall constitute a presumption that such approval was properly obtained. A copy of this Agreement shall be filed with the Snohomish County Auditor's office or, alternatively, listed by subject on a public agency's web site or other electronically retrievable public source pursuant to RCW 39.34.040.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals this \_\_\_\_\_ day of \_\_\_\_\_, 2016.

CITY OF LAKE STEVENS

CITY OF MARYSVILLE

By \_\_\_\_\_  
John Spencer, Mayor

By \_\_\_\_\_  
Jon Nehring, Mayor

DATE: \_\_\_\_\_

DATE: \_\_\_\_\_

APPROVED as to form:

APPROVED as to form:

By \_\_\_\_\_  
Grant Weed, City Attorney

By \_\_\_\_\_  
Jon Walker, City Attorney

DATE: \_\_\_\_\_

DATE: \_\_\_\_\_

Attest: \_\_\_\_\_  
Kathy Pugh, Deputy City Clerk

Attest: \_\_\_\_\_  
April O'Brien, Deputy City Clerk

EXHIBIT A

**SCHEDULE A**

Effective January 1, 2016

<u>Booking fee until December 31, 2016</u>	<u>\$79.00</u>
<u>Booking fee beginning January 1, 2017</u>	<u>\$115.00 **</u>

Should Marysville decide to collect booking fees pursuant to RCW 70.48.390 from the funds possessed by the prisoner or defendant directly at the time of booking, the booking fee to be paid by the City of Lake Stevens for such prisoner or defendant shall be adjusted by a credit in favor of the City Lake Stevens of that sum actually paid by the prisoner or defendant.

<u>Inmate transfer administrative fee</u>	<u>\$20.00</u>
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In cases where Lake Stevens prisoners are relocated to another jail facility other than the Snohomish County jail, Lake Stevens agrees to pay Marysville an Inmate Transfer Administrative Fee of \$20.00 per prisoner.

<u>Marysville Transportation Fee</u>	<u>\$62.50 per trip</u>
--------------------------------------	-------------------------

Lake Stevens agrees to pay Marysville a Transportation Fee of \$62.50 per prisoner for transportation to another facility or for transportation from another facility to the Marysville Municipal Court. For example: Transporting a prisoner from the Marysville Jail to the SCORE facility would be one trip. Transporting a prisoner from SCORE to the Marysville Municipal Court would be one trip. Transporting a prisoner from the Marysville Municipal Court back to SCORE would be one trip. The same examples would apply to transports to and from the Snohomish County Jail.

<u>Daily maintenance fee</u>	<u>\$88.50 **</u>
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Bed space as needed on a space available basis.

Snohomish County Jail

Lake Stevens gives Marysville the authority to receive and pay all Snohomish County Jail bills for the Lake Stevens Prisoners including those cases that are associated with the County District Court and not Marysville Municipal Court and to coordinate and move Lake Stevens Prisoners to and from Snohomish County Jail.

Other Jail Billings

Marysville will be reimbursed by Lake Stevens for all costs including Jail booking and Jail Bed and Daily Maintenance Fees and any other fee charged to Marysville by all other jail facilities for Lake Stevens Prisoners.

\*\*Yearly COLA Increase on Booking Fees and Daily Maintenance Fees

Booking and Daily Maintenance Fees will be increased at a rate of 100% of the Seattle CPI-W June Index for the year prior with a minimum of 0% to a maximum of 2.25%. The rate increase will occur on January 1 of each year unless otherwise negotiated and agreed by the parties. (For example the June 2016 Seattle CPI-W index will set the amount of the January 1, 2017 increase to Booking and Daily Maintenance Fees.)

EXHIBIT B



\*200009210551\* 200009210551  
09/21/2000 04:02 PM Snohomish  
P.0011 RECORDED County

AFTER RECORDING RETURN TO:

City of Marysville

4822 Grove Street

Marysville WA 98270

RECEIVED  
09/21/2000  
MARYSVILLE  
CITY CLERK

INTERLOCAL AGREEMENT  
FOR JAIL SERVICES

THIS INTERLOCAL AGREEMENT FOR JAIL SERVICES (hereinafter "Agreement") is made and entered into by and between the CITY OF MARYSVILLE (hereinafter "Marysville"), and the CITY OF LAKE STEVENS (hereinafter "Lake Stevens").

WHEREAS, Chapters 39.34 and 70.48 RCW authorize cities to enter into contracts for jail services that specify the responsibilities of each party; and

WHEREAS, Marysville has a jail facility, and Lake Stevens desires to enter into this agreement to utilize Marysville's jail facility and the terms and conditions of this agreement;

NOW, THEREFORE, in consideration of the mutual covenants, conditions and promises contained herein, Marysville and Lake Stevens mutually agree as follows:

200009210551

1. **DEFINITIONS.** Unless the context clearly shows another usage is intended, the following terms shall have the following meanings in this agreement:

a. **Marysville Jail** means a place owned and operated by Marysville primarily designed, staffed and used for the housing of adults charged with a criminal offense; for the punishment and correction of offenders after conviction of a criminal offense; or for confinement and/or holding during a criminal investigation, or a civil detention to enforce a court order. As of the date of the execution of this agreement, this jail is located at 1635 Grove, Marysville, Washington.

b. **Lake Stevens prisoner** means a person arrested by Lake Stevens Police and held and confined in the Marysville Jail (either pre- or post-trial) pursuant to a violation of a Lake Stevens ordinance or a violation of state law which designates the crime for which the person is held to be a misdemeanor or gross misdemeanor. The term **Lake Stevens prisoner** shall not include a person arrested for a felony offense by Lake Stevens Police, a person arrested on a warrant issued by another jurisdiction or for charges initiated by a non-Lake Stevens Police officer, or a person charged by the County Prosecutor with a felony or an attempt to commit a felony, even if there is a plea to or a conviction of a lesser offense. A Lake Stevens prisoner shall not include juveniles.

2. **JAIL AND HEALTH SERVICES.**

a. For prisoners accepted under this Agreement, Marysville shall accept Lake Stevens prisoners and furnish jail facilities, booking, custodial services, and personnel for the confinement of Lake Stevens prisoners equal to those Marysville provides for the confinement of its own prisoners. Medical costs for emergency or necessary health care for Lake Stevens prisoners shall be the responsibility of Lake Stevens. In the event an inmate is transported to the hospital, the hospital shall be directed to bill Lake Stevens directly. With respect to inmate prescriptions, Lake Stevens agrees to utilize the same pharmacies as Marysville, and Lake Stevens shall be billed directly for its inmates' prescriptions. Lake Stevens retains the option to contract with medical providers to provide medical service to Lake Stevens prisoners. Marysville shall notify Lake Stevens prior to outside medical care being provided for a Lake Stevens prisoner; provided, however, that when emergency medical care is required in life-threatening circumstances,

the notification may occur as soon as practicable, which may be after emergency medical care has been provided.

b. While Marysville will have the primary responsibility for transporting prisoners to the Snohomish County Jail and to medical care providers during the initial six months of this agreement, Marysville may request Lake Stevens to provide the transport of prisoners when Marysville Jail and police staff are unavailable. The rate and payment amount set forth in **Schedule A** shall include the cost of transport of Lake Stevens prisoners.

### 3. ACCEPTANCE OF PRISONERS.

a. Lake Stevens understands that Marysville will accept prisoners on a nonexclusive basis under this Agreement. The acceptance of prisoners is subject to space being available. Marysville reserves the right to reserve space in the jail for its anticipated prisoner needs and may require the removal of Lake Stevens prisoners to accommodate Marysville prisoners. If Lake Stevens prisoners are to be displaced and must be removed from the jail, Marysville agrees to provide Lake Stevens with notice in writing that the Lake Stevens prisoner must be removed.

b. Prisoners may not be incarcerated in the Marysville Jail longer than thirty (30) days or contrary to any federal or state statutes or regulations or constitutional requirements for the Marysville Jail. Should an inmate serve his/her 30-day sentence in the Marysville Jail and still have additional days of jail time, Lake Stevens will have the option of transporting their inmates to another facility or have Marysville transport with reimbursement by Lake Stevens of Marysville's actual costs. Should transportation be required for Lake Stevens inmates to appear in other than the Marysville Municipal Courts, transportation will be the responsibility of Lake Stevens.

c. Lake Stevens agrees that if any Lake Stevens prisoner is deemed out of control or dangerous by the personnel at the Marysville Jail, on eight (8) hours' notice from Marysville to Lake Stevens, Lake Stevens shall make arrangements to remove and transport to another facility. Marysville may also refuse to book any persons who are suspected to be an extreme danger to themselves or to other inmates. In cases where a Lake Stevens prisoner has obvious medical needs, Lake Stevens shall transport such prisoner to a medical facility for treatment prior to being booked into Marysville's Jail. In all cases, Lake

Stevens officers will remain at the Marysville Jail until the prisoner is accepted by the Marysville custody staff.

4. **RATE AND PAYMENT.** Lake Stevens shall pay Marysville at a rate per prisoner on a 24-hour basis (or portion of 24 hours) set out in **Schedule A** attached hereto. Said rates shall be adjusted from time to time by mutual agreement in advance of the renewal of any term of this agreement as provided in Section 6. Lake Stevens shall be responsible for all costs for the transport of its prisoners.

a. Payment shall be made promptly by Lake Stevens to Marysville within thirty (30) days after a monthly statement is submitted by Marysville to Lake Stevens.

b. Each party may examine the other's books and records to verify charges. If an examination reveals an improper charge, an adjustment shall be applied to the next month's statement, or if the agreement has terminated, by an appropriate payment from one to the other. The parties agree to meet at least once each year to examine and verify charges for the previous year. The parties shall enter into a written agreement verifying and reconciling charges for the previous year and closing the books on an annual basis.

c. Should the prisoner be sentenced to pay a portion of the daily rate, that amount will be deducted from the full daily rate.

5. **DURATION.** The initial term of this agreement shall commence upon execution by both parties and shall expire on December 31, 2001. Lake Stevens shall have an option to renew this agreement for a three-year term commencing on January 1, 2002 and ending on December 31, 2004, and a second renewal for a four-year term, commencing on January 1, 2005 and ending on December 31, 2008. Said renewals shall be subject only to mutual agreement of the parties with the rate and payment set forth in **Schedule A**.

6. **RECORD KEEPING (BOOKING).** Marysville agrees to maintain a system of record keeping relative to the booking and confinement of each Lake Stevens prisoner in such style and manner as equivalent to Marysville's records pertaining to its own prisoners. Such records shall include, but not be limited to, the following information: defendant's name, charge, booking date, release date, and manner of release (i.e., personal recognizance, bond, cash bail). Along with monthly billing statements, Marysville shall submit to Lake Stevens or its authorized representatives copies of said records.

7. **BOOKING PROCEDURE.** Prisoners will be booked by Marysville according to procedures and policies of Marysville by completing for each such prisoner an appropriate booking sheet with a copy to be provided to Lake Stevens, if requested. Personal property will be held by Marysville in the same manner as for its own prisoners.

8. **RELEASE OF LAKE STEVENS PRISONERS FROM MARYSVILLE JAIL.** No Lake Stevens prisoner confined in the Marysville jail subject to this Agreement shall be released except:

- a. When requested by a member of Lake Stevens Police Department;
- b. In compliance with orders of the court in those matters in which the courts have jurisdiction;
- c. For appearance in court;
- d. For interviews by Lake Stevens Police or attorneys;
- e. If the prisoner has served his or her sentence or the charge pending against the prisoner has been dismissed; or
- f. As determined by the Marysville Chief of Police or his designee as part of a plan to reduce prisoner population as a result of facility overcrowding; PROVIDED, however, Marysville and Lake Stevens prisoners shall be released or relocated to ~~the Snohomish County~~ **AN APPROVED** Jail on a "first in first out" basis.
- g. Where in the discretion of the custody/patrol supervisor or jail administrator such release is warranted, Marysville shall notify Lake Stevens Police of such event as soon as possible.

*REVISIT  
RE-WORDING*

9. **ALTERNATIVE/PARTIAL CONFINEMENT.** Lake Stevens prisoners shall be considered for Marysville's alternative and partial confinement programs on an equal basis with Marysville prisoners and subject to the same rules and regulations, as well as potential sanctions, for program rule violations. Lake Stevens shall have access to all alternative sentencing options which are available now and which may become available in the future. Prisoner participation in such programs may be limited to an operational capacity as identified by Marysville. Alternative and partial confinement programs shall include, but not be limited to, work release and

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work crew. It is understood by the parties that the term "alternative confinement program" shall include electronic home monitoring.

10. **ACCESS TO LAKE STEVENS PRISONERS.** All Lake Stevens Police officers, investigators, interpreters, mental health professionals, the prosecuting attorney and the prisoner's counselor or assigned counsel shall have the right to interview the prisoner inside the confines of the Marysville Jail, subject only to necessary security rules. Interview rooms will be made available to Lake Stevens Police and others in equal priority with those made available for Marysville prisoners.

11. **OPERATION OF JAIL.** Marysville agrees to operate the jail to current professional standards and practices in accordance with all state and federal standards, whether set by constitution, statute or regulation. Lake Stevens shall receive equal treatment to that supplied to Marysville's own prisoners.

12. **INDEMNIFICATION.**

a. Except as otherwise provided in 12(c), Lake Stevens agrees to defend, indemnify and hold harmless Marysville and its officers, agents and employees, or any of them, from any and all claims, actions, suits, liability, loss, costs, expenses and damages of any nature whatsoever by reason of or arising out of any act or omission of Lake Stevens, its officers, agents and employees, or any of them in arresting, detaining, charging or transporting prisoners. In the event that any suit based upon such a claim, action, loss or damage is brought against Marysville, Lake Stevens shall defend the same at its sole cost and expense; provided, that Marysville retains the right to participate in said suit if any principle of governmental or public law is involved; and if a final judgment is rendered against Marysville, its officers, agents, employees or any of them or jointly against Marysville and Lake Stevens and their respective officers, agents and employees or any of them, Lake Stevens shall satisfy and discharge the same.

*elected officials,  
P. J. W.  
llw*

b. Except as otherwise provided in 12(c), Marysville shall defend, indemnify and hold harmless Lake Stevens and its officers, agents and employees, or any of them, from any and all claims, actions, suits, liability, loss, costs, expenses and damages of any nature whatsoever by reason of or arising out of any act or omission of Marysville, its officers, agents and employees, or any of them in confining or releasing persons who have been presented to and accepted by the Marysville Jail by Lake Stevens, its officers, agents

*elected officials,  
P. J. W.  
llw*

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and employees while said persons are in the Jail or in the custody of Marysville outside the Jail, except to the extent said claim, action, loss or damage is the result of the negligence of Lake Stevens. In the event that any suit based upon such a claim, action, loss or damage is brought against Lake Stevens, Marysville shall defend the same at its sole cost and expense, provided that Lake Stevens retains the right to participate in said suit if any principle of governmental or public law is involved, and if a final judgment is rendered against Lake Stevens, its officers, agents and employees or any of them, or jointly against Lake Stevens and Marysville and their respective officers, agents and employees or any of them, Marysville shall satisfy and discharge the same.

c. In the event of the concurrent negligence of the parties, each party shall be responsible for payment of any claim or judgment in proportion to the percentage fault attributed to that party.

d. The indemnities provided for in this paragraph 12 shall apply to all legal costs and attorneys' fees incurred by the party indemnified. In any action to enforce the indemnities provided for in this paragraph, the prevailing party shall be entitled to recovery of costs and attorneys' fees for the enforcement of these indemnities.

13. **INSURANCE.** At the date of entering into this agreement, Lake Stevens and Marysville are each members of the Washington Cities Insurance Authority (WCIA). So long as each city is a member of the WCIA, it agrees to abide by the WCIA compact and all other applicable rules, regulations and requirements that are necessary to keep each city as a member in good standing. In the event either party to this agreement ceases to be a member of WCIA, the parties shall renegotiate the insurance provisions of this agreement with the intent being the provision of insurance which adequately covers the nature of the risks associated with each party's responsibilities under this agreement.

14. **TERMINATION OF AGREEMENT.** Lake Stevens shall provide written notice of its intent to terminate this agreement without cause not less than 180 days prior to expiration of this agreement. Marysville shall provide written notice of its intent to terminate this agreement not less than one hundred eighty (180) days prior to expiration of this agreement (or any renewal thereof). In the event of termination of this agreement (or any extension thereof), the parties will work cooperatively to ensure the orderly transition of defendants from Marysville jail to the new facility.

15. **DISPUTE RESOLUTION.**

a. The Police Chiefs for each city and appropriate staff shall meet quarterly to discuss any pending issues and to resolve disputes, if any.

b. It is the parties' intent to resolve any disputes relating to the interpretation or application of this agreement informally through discussions at the staff level as described in paragraph 15(a) above. In the event disputes cannot be resolved informally, resolution shall be sought by the City Administrators. If the City Administrators reach no resolution within thirty (30) days, the parties agree to submit the dispute to nonbinding mediation/dispute resolution.

16. **WAIVER.** No waiver of any right under this Agreement shall be effective unless made in writing by the authorized representative of the party to be bound thereby. Failure to insist upon full performance on any one or several occasions does not constitute consent to or waiver of any later nonperformance.

17. **ASSIGNMENT.** Neither this Agreement nor any interest herein or claim hereunder shall be assigned or transferred, in whole or in part, by either Marysville or Lake Stevens to any other person or entity without the prior written consent of the other party. In the event that such prior written consent to an assignment is granted, the assignee shall assume all duties, obligations and liabilities of its assignor stated in this Agreement.

18. **INDEPENDENT CONTRACTOR.** Each party to this agreement is an independent contractor with respect to the subject matter herein. Nothing in this agreement shall make any employee of Marysville an employee of Lake Stevens, and vice versa, for any purpose, including, but not limited to, for withholding of taxes, payment of benefits, worker's compensation pursuant to Title 51 RCW, or any other rights or privileges according to either city's employee by virtue of their employment. At all times pertinent hereto, employees of Marysville are acting as Marysville employees and employees of Lake Stevens are acting as Lake Stevens employees.

19. **PARTIAL INVALIDITY.** Whenever possible, each provision of this agreement shall be interpreted in such a manner as to be effective and valid under applicable law. Any provisions of this agreement which shall prove to be invalid, void or illegal shall in no way affect, impair or invalidate any other provisions hereof, and such other provisions shall remain in full force and effect.

20. **ASSIGNABILITY.** The rights, duties and obligations of either party to this agreement may not be assigned to any third party without the prior written consent of the other party, which consent shall not be unreasonably withheld.

21. **NO THIRD-PARTY RIGHTS.** Except as expressly provided herein, nothing in this agreement shall be construed to permit anyone other than the parties hereto and their successors and assigns to rely upon the covenants and agreements herein contained nor to give any such third party a cause of action (as a third-party beneficiary or otherwise) on account of any nonperformance hereunder.

22. **ENTIRE AGREEMENT.** This agreement constitutes the entire agreement between the parties hereto and no other agreements, oral or otherwise, regarding the subject matter of this agreement shall be deemed to exist or bind any of the parties hereto. Either party may request changes in the agreement. Proposed changes that are mutually agreed upon shall be incorporated by written amendment hereto.

23. **SEVERABILITY.** If any portion of this Agreement is changed per mutual agreement, or any portion is held invalid, the remainder of the Agreement shall remain in full force and effect.

24. **INTEGRATION.** This written Agreement constitutes the complete and final agreement between Marysville and Lake Stevens. There are no other oral or written agreements between the parties as to the subjects covered by this Agreement. No changes or additions to this Agreement shall be valid or binding upon either party unless such change or addition be in writing and executed by both parties.

25. **NOTICES AND ADMINISTRATOR.** Unless stated otherwise herein, all notices and demands shall be in writing and sent or hand-delivered to the parties at their addresses as follows:

TO CITY OF LAKE STEVENS:

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

TO CITY OF MARYSVILLE:

City Administrator  
4822 Grove Street  
Marysville, WA 98270

The Marysville Chief of Police shall serve as Marysville's administrator or responsible official for this Agreement. The Chief of Police for Lake Stevens shall serve as Lake Stevens's administrator or responsible official for this Agreement.

26. **GOVERNING LAW.** This Agreement shall be governed by and construed in accordance with the laws of the State of Washington as they now read or are hereafter amended.

27. **APPROVAL AND FILING.** Each party shall approve this Agreement by resolution, ordinance or otherwise pursuant to the laws of the governing body of said party. The attested signature of the officials identified below shall constitute a presumption that such approval was properly obtained. A copy of this Agreement shall be filed with the Snohomish County Auditor's office pursuant to RCW 39.34.040.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals this 27 day of September, 1999.

CITY OF LAKE STEVENS

CITY OF MARYSVILLE

By Jay A. Echols  
JAY A. ECHOLS, Mayor

By Dave Weiser  
DAVE WEISER, Mayor

DATE: 6-22-99

DATE: 9/27/00

APPROVED as to form:

APPROVED as to form:

Dana D. Kapela  
DANA D. KAPELA, City Attorney  
*(Bruce Disend)*

Grant K. Weed  
GRANT K. WEED, City Attorney

DATE: 3/21/00

DATE: 9/27/99

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### SCHEDULE A

Booking fee	\$30.00
Daily maintenance fee	\$48.00

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LAKE STEVENS CITY COUNCIL  
**STAFF REPORT**

**Council Agenda Date:** January 25<sup>th</sup> 2016

**Subject:** Police Department Policies correlating to City Polices/Policy 1011 Personnel Complaints

**Contact Person/Department:** Lt. Lambier

**Budget Impact:** N/A

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**RECOMMENDATION(S)/ACTION REQUESTED OF COUNCIL:** City Council review and approval of revised LSPD Policy 1011.

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**SUMMARY/BACKGROUND:** Additional definitions and an outline of the disciplinary matrix have been added to the existing policy.

New sub-section: 1011.12.1 Progressive Discipline. This subsection outlines the expectation of progressive discipline when applicable in disposition of sustained personnel complaints/documentated personnel issues.

New Section: 1011.18 Disciplinary Matrix. This section outlines the defied range of action taken in the disposition of sustained personnel complaints/documentated personnel issues.

These additions to the policy have been developed in conjunction with, reviewed and approved by the Lake Stevens Police Guild.

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**APPLICABLE CITY POLICIES:** P-10-95

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**BUDGET IMPACT:** N/A

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**ATTACHMENTS:**

- ▶ Exhibit A: City of Lake Stevens Personnel Rules and Polies: P-10-95
- ▶ Exhibit B: Revised copy of LSPD Policy 1011

## EXHIBIT A

City of Lake Stevens  
Personnel Rules and Policies

### **RULES, PRACTICES AND PROGRESSIVE CORRECTIVE ACTION**

**City Policy No.:** P-10-95  
**Effective:** 7-1-95  
**Revised:** 2-9-04; 6-22-15

It is the policy of the City that certain rules governing conduct be defined and that any corrective action taken is fair and consistent to ensure the proper rights of all employees are recognized and protected.

#### **A. RULES DEFINED**

Unacceptable employee behavior shall be cause for corrective action, up to and including termination of employment, depending on the City's judgment and discretion regarding the severity of the infraction(s). Examples of unacceptable behavior include but are not limited to:

1. Failure to carry out work related instructions given by a Supervisor.
2. Insubordination.
3. Violation of City policies, procedures, regulations and rules specified in this manual or otherwise specified.
4. Falsification of City records and reports, including but not limited to time records, City documents and employment application.
5. Malicious or careless acts which result in personal injury, property damage or expenses, or any failure to observe safety rules and regulations.
6. Disorderly physical conduct or verbally threatening, harassing, insulting or abusing other employees or a member of supervision.
7. Introduction, being under the influence of, use and possession of alcoholic beverages or controlled substances on City property. This includes hallucinogenic drugs or other drugs when not prescribed by a medical doctor. Personal prescription medications are allowable to the extent that work performance and the safety of others is not adversely affected.
8. Any abuse of alcoholic beverages or controlled substances which adversely affects an employee's work performance.
9. Unauthorized use, possession, removal, neglect or willful damage to any City property, equipment, records, materials or supplies.
10. Using tobacco products in City buildings, parks or in City vehicles.

City of Lake Stevens  
Personnel Rules and Policies

11. Distribution of unauthorized literature or solicitation by employees on City premises during working time.
12. Excessive absenteeism or tardiness, including abuse of Sick Leave. Includes failure to report to work without notice or if the reason for absence is considered invalid.
13. Failure to report to work for three (3) consecutive workdays without prior notification to the City in the absence of a bona fide reason will be considered job abandonment.
14. Improper handling of cash or other financial transactions.
15. Sleeping or otherwise slacking on the job.
16. Failure to report immediately to your Supervisor any accident or injury which occurs on the job.
17. Misuse of City vehicles, telephones, cellular phones, FAX equipment, copy equipment and/or any City owned equipment.
18. Misuse of computer equipment/software in violation of copyright/license agreements or for personal gain and/or entertainment.
19. Disregarding the rights of other employees - harassment, endangerment or any other basis prohibited by law. (Revised 2/9/04)
20. Any violation of the City's Workplace Violence Policy.
21. Any violation of the City's policies against unlawful discrimination, harassment, or retaliation.
22. Failure to disclosure any conflict or potential conflict of interest to the City.

**B. CORRECTION ACTION**

In the event that an employee's performance or conduct is not up to the standards set by the City, the following procedure of Corrective Action shall be implemented to achieve correction and/or avoid recurrence. Although progressive discipline may be used when the City considers it appropriate, the following procedures may be skipped, eliminated, modified or repeated at the City's absolute discretion subject to the provisions of a collective bargaining agreement.

1. Verbal Warning: Employees may be notified verbally by their supervisor for a less serious offense or unacceptable trend in performance or conduct. A memorandum covering the conversation will be prepared by the supervisor for inclusion in the employee's personnel file.

City of Lake Stevens  
Personnel Rules and Policies

2. Written Reprimand: Should an employee's inadequate performance or conduct not improve following verbal notification, or in the event of a more serious offense, a formal written reprimand may be prepared and issued to the employee by the supervisor.
  - a. The City Administrator shall approve the written reprimand prior to any discussion with the employee.
  - b. The original copy of the written reprimand form shall be issued to the employee and a copy placed in the employee's personnel file.
3. Suspension without pay: An employee may be suspended without pay should an employee's performance or conduct not improve following written reprimand, or in the event of a more serious offense warranting suspension without pay as the initial level of discipline.
  - a. The City Administrator shall approve the suspension prior to any discussion with the Employee.
  - b. The original copy of the suspension form shall be issued to the employee and a copy placed in the employee's personnel file.
4. Demotion. An employee may be demoted should an employee's performance or conduct not improve following suspension, or in the event of a more serious offense warranting a demotion as the initial level of discipline.
  - a. The City Administrator shall approve the demotion prior to any discussion with the Employee.
  - b. The original copy of the demotion form shall be issued to the employee and a copy placed in the employee's personnel file.
5. Termination: Should the employee fail to correct deficiencies after verbal and written notifications of inadequate performance or conduct, including suspensions or demotions, or in the event of a more serious offense warranting termination as the initial level of discipline, the employee may be terminated.
6. Suspension with pay: An employee may be suspended with pay when the department head, with the prior concurrence of the City Administrator or designee:
  - a. Determines the situation or violation poses a risk to persons or property or disruption to City operations.
  - b. When it becomes advisable to remove the employee from the work environment until the situation can be investigated and a decision reached regarding an appropriate course of action.

City of Lake Stevens  
Personnel Rules and Policies

7. At Will Employment: The application of this correction procedure does not alter any employee's at will status.

**C. ADMINISTRATION**

The City Administrator or designee shall be responsible for the administration of the Rules, Practices and Progressive Corrective Action Administrative Procedure.

# Lake Stevens Police Department

## Policy Modification

### Review and Authorization Form

Policy Number 1011

Modified by: LAMBIERZ 1-11-16  
Name Date

#### Routing:

Administrative Services	
Office of Professional Standards	
Police Guild	<i>John 101</i>
Commander	

Chief's Authorization: *[Signature]* 1/17/16  
Date

Lexipol Updated by: \_\_\_\_\_  
Name Date

Policy  
**1011**Lake Stevens Police Department  
Policy Manual

## Personnel Complaints

### 1011.1 PURPOSE AND SCOPE

This policy provides guidelines for the reporting, investigation and disposition of complaints regarding the conduct of members of the Lake Stevens Police Department. This policy shall not apply to any questioning, counseling, instruction, informal verbal admonishment or other routine or unplanned contact of a member in the normal course of duty, by a supervisor or any other member, nor shall this policy apply to a criminal investigation.

### 1011.2 POLICY

The Lake Stevens Police Department takes seriously all complaints regarding the service provided by the Department and the conduct of its members.

The Department will accept and address all complaints of misconduct in accordance with this policy and applicable federal, state and local law, municipal and county rules and the requirements of any memorandum of understanding or collective bargaining agreements.

It is also the policy of this department to ensure that the community can report misconduct without concern for reprisal or retaliation.

#### 1011.2.1 COMPLAINT/INTERNAL AFFAIRS LOG

The OPS Lieutenant shall maintain a log of all formal personnel complaints received by the department. This log should contain the date the complaint was received and the number assigned, the name of the complainant, the name of the accused employee, the name of the assigned investigator, the allegation and the complaint disposition.

Complaint investigations are assigned identifiers beginning with the letters PC, followed by two digits representing the year, a dash and then a number sequence in the order the complaint was received (e.g. PC13-001).

Internal Affairs investigations are assigned identifiers beginning with the letter IA, followed by two digits representing the year, a dash and then a number sequence in the order the complaint was received (e.g. IA13-001).

This log is maintained in accordance with current records retention schedules.

### 1011.3 PERSONNEL COMPLAINTS

Personnel complaints include any allegation of misconduct or improper job performance that, if true, would constitute a violation of department policy or of federal, state or local law, policy or rule. Personnel complaints may be generated internally or by the public.

Inquiries about conduct or performance that, if true, would not violate department policy or federal, state or local law, policy or rule may be handled informally by a supervisor and shall not be considered a personnel complaint. Such inquiries generally include clarification regarding policy, procedures or the response to specific incidents by the Department.

# Lake Stevens Police Department

## Policy Manual

### *Personnel Complaints*

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#### 1011.3.1 COMPLAINT CLASSIFICATIONS

Personnel complaints shall be classified in one of the following categories:

**Informal** - A matter in which the Shift Sergeant is satisfied that appropriate action has been taken by a supervisor of rank greater than the accused member.

**Formal** - A matter in which a supervisor determines that further action is warranted. Such complaints may be investigated by a supervisor of rank greater than the accused member or referred to the Office of Professional Standards, depending on the seriousness and complexity of the investigation.

**Incomplete** - A matter in which the complaining party either refuses to cooperate or becomes unavailable after diligent follow-up investigation. At the discretion of the assigned supervisor or the Office of Professional Standards, such matters may be further investigated depending on the seriousness of the complaint and the availability of sufficient information.

#### 1011.3.2 SOURCES OF COMPLAINTS

The following applies to the source of complaints:

- (a) Individuals from the public may make complaints in any form, including in writing, by email, in person or by telephone.
- (b) Any department member becoming aware of alleged misconduct shall immediately notify a supervisor.
- (c) Supervisors shall initiate a complaint based upon observed misconduct or receipt from any source alleging misconduct that, if true, could result in disciplinary action.
- (d) Anonymous and third-party complaints should be accepted and investigated to the extent that sufficient information is provided.
- (e) Tort claims and lawsuits may generate a personnel complaint.

#### **1011.4 AVAILABILITY AND ACCEPTANCE OF COMPLAINTS**

##### 1011.4.1 COMPLAINT FORMS

Personnel complaint forms will be maintained in a clearly visible location in the public area of the police facility and be accessible through the department website. Forms may also be available at other City facilities.

Personnel complaint forms in languages other than English may also be provided, as determined necessary or practicable.

##### 1011.4.2 ACCEPTANCE

All complaints will be courteously accepted by any department member and promptly given to the appropriate supervisor. Although written complaints are preferred, a complaint may also be filed orally, either in person or by telephone. Such complaints will be directed to a supervisor. If a supervisor is not immediately available to take an oral complaint, the receiving member shall

# Lake Stevens Police Department

## Policy Manual

### *Personnel Complaints*

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obtain contact information sufficient for the supervisor to contact the complainant. The supervisor, upon contact with the complainant, shall complete and submit a complaint form as appropriate.

Although not required, complainants should be encouraged to file complaints in person so that proper identification, signatures, photographs or physical evidence may be obtained as necessary.

#### **1011.5 DOCUMENTATION**

Supervisors shall ensure that all formal and informal complaints are documented on a complaint form. The supervisor shall ensure that the nature of the complaint is defined as clearly as possible.

All complaints and inquiries should also be documented in a log that records and tracks complaints. The log shall include the nature of the complaint and the actions taken to address the complaint. On an annual basis, the Department should audit the log and send an audit report to the Chief of Police or the authorized designee.

#### **1011.6 ADMINISTRATIVE INVESTIGATIONS**

Allegations of misconduct will be administratively investigated as follows.

##### **1011.6.1 SUPERVISOR RESPONSIBILITIES**

In general, the primary responsibility for the investigation of a personnel complaint shall rest with the member's immediate supervisor, unless the supervisor is the complainant or has any personal involvement regarding the alleged misconduct. The Operations Commander may direct that another supervisor investigate any complaint.

A supervisor who becomes aware of alleged misconduct shall take reasonable steps to prevent aggravation of the situation.

The responsibilities of supervisors include, but are not limited to:

- (a) Ensuring that upon receiving or initiating any formal complaint, a complaint form is completed.
  1. The original complaint form will be directed to the OPS Lieutenant who will take appropriate action and/or determine who will have responsibility for the investigation.
  2. In circumstances where the integrity of the investigation could be jeopardized by reducing the complaint to writing or where the confidentiality of a complainant is at issue, a supervisor shall orally report the matter to the Operations Commander who will initiate appropriate action.
- (b) Responding to all complaints in a courteous and professional manner.
- (c) Resolving those personnel complaints that can be resolved immediately.
  1. Follow-up contact with the complainant should be made within 24 hours of the Department receiving the complaint.
  2. If the matter is resolved and no further action is required, the supervisor will note the resolution on a complaint form and forward the form to the OPS Lieutenant.

# Lake Stevens Police Department

## Policy Manual

### Personnel Complaints

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- (d) Ensuring that upon receipt of a complaint involving allegations of a potentially serious nature, the OPS Lieutenant and Operations Commander are notified as soon as practicable.
- (e) Promptly contacting the OPS Lieutenant for direction regarding their roles in addressing a complaint that relates to sexual, racial, ethnic or other forms of prohibited harassment or discrimination.
- (f) Forwarding unresolved personnel complaints to the OPS Lieutenant, who will determine whether to contact the complainant or assign the complaint for investigation.
- (g) Informing the complainant of the investigator's name and the complaint number within three days after assignment.
- (h) Investigating a complaint as follows:
  - 1. Making reasonable efforts to obtain names, addresses and telephone numbers of witnesses.
  - 2. When appropriate, ensuring immediate medical attention is provided and photographs of alleged injuries and accessible uninjured areas are taken.
- (i) Ensuring that the procedural rights of the accused member are followed.
- (j) Ensuring interviews of the complainant are generally conducted during reasonable hours.

#### 1011.6.2 ADMINISTRATIVE INVESTIGATION PROCEDURES

Whether conducted by a supervisor or a member of the Office of Professional Standards, the following applies to employees:

- (a) Interviews of an accused employee shall be conducted during reasonable hours and preferably when the employee is on-duty. If the employee is off-duty, he/she shall be compensated.
- (b) Unless waived by the employee, interviews of an accused employee shall be at the Lake Stevens Police Department or other reasonable and appropriate place.
- (c) No more than two interviewers should ask questions of an accused employee.
- (d) Prior to any interview, an employee should be informed of the nature of the investigation.
- (e) All interviews should be for a reasonable period and the employee's personal needs should be accommodated.
- (f) No employee should be subjected to offensive or threatening language, nor shall any promises, rewards or other inducements be used to obtain answers. Any employee refusing to answer questions directly related to the investigation may be ordered to answer questions administratively and may be subject to discipline for failing to do so.
- (g) The interviewer should record all interviews of employees and witnesses. The employee may also record the interview. If the employee has been previously interviewed, a copy of that recorded interview shall be provided to the employee prior to any subsequent interview.
- (h) All employees subjected to interviews that could result in discipline have the right to have an uninvolved representative present during the interview. However, in order to maintain the integrity of each individual's statement, involved employees shall not consult or meet with a representative or attorney collectively or in groups prior to being interviewed.

## Lake Stevens Police Department

### Policy Manual

#### *Personnel Complaints*

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- (i) All employees shall provide complete and truthful responses to questions posed during interviews.
- (j) No employee may be compelled to submit to a polygraph examination, nor shall any refusal to submit to such examination be mentioned in any investigation.
- (k) An employee covered by civil service shall be provided a written statement of all accusations with a duplicate statement filed with the civil service commission (RCW 41.12.090; RCW 41.14.120).

#### 1011.6.3 GENERAL GUIDELINES-INTERNAL AFFAIRS INVESTIGATION

Investigations will be conducted in compliance with this policy and the respective collective bargaining agreement.

Whether conducted by a supervisor or an assigned member of Investigations , the following procedures shall be followed with regard to the accused employee(s):

- (a) An IA number should be obtained from the OPS Lieutenant to ensure proper tracking.
- (b) Interviews of accused employees shall be conducted during reasonable hours and, if the employee is off-duty, the employee shall be compensated.
- (c) No more than two interviewers may ask questions of an accused employee.
- (d) Prior to any interview, an employee shall be informed of the nature of the investigation.
- (e) All interviews shall be for a reasonable period and the employee's personal needs shall be accommodated.
- (f) No employee shall be subjected to offensive or threatening language, nor shall any promises, rewards or other inducements be used to obtain answers. Any employee refusing to answer questions directly related to the investigation may be ordered to answer questions administratively or be subject to discipline for insubordination. Nothing administratively ordered may be provided to a criminal investigator.
- (g) Absent circumstances preventing it, the interviewer should record all interviews of employees and witnesses. The employee may also record the interview.
- (h) If the allegations involve potential criminal conduct, the employee shall be advised of his/her Constitutional rights. This admonishment shall be given administratively whether or not the employee was advised of these rights during any separate criminal investigation.
- (i) All employees subjected to interviews that could result in punitive action shall have the right to have an uninvolved representative present during the interview. However, in order to maintain the integrity of each individual employee's statement, involved employees shall not consult or meet with a representative or attorney collectively or in groups prior to being interviewed.

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- (j) All employees shall provide complete and truthful responses to questions posed during interviews.
- (k) No employee may be compelled to submit to a polygraph examination, nor shall any refusal to submit to such examination be mentioned in any investigation.

#### 1011.6.4 COMPLAINT INVESTIGATION FORMAT

Investigations of personnel complaints shall be detailed, complete and thorough. Recognizing that each investigation is different and varying reporting formats may be appropriate, most report will contain the following sections:

**Background** - Investigator explains why he/she is conducting the investigation. Include the identity of the employee(s), the identity of the assigned investigator(s), the initial date and source of the complaint.

**Summary Of Allegations** - List the allegations separately (including applicable policy sections) with a very brief summary of the evidence relevant to each allegation. A separate recommended finding should be provided for each allegation. This section should include a description of how the allegations came to the attention of the employer.

**Investigative Steps/Narrative** - Investigator's narrative of the investigative steps taken, evidence collected, interviews conducted, documents obtained/reviewed and other relevant information discovered.

**Findings** - The investigator makes a finding regarding the allegations. The findings should be supported by specific information regarding the facts and evidence upon which the findings are based. If sufficient evidence to make a definitive finding does not exist there should be an explanation to that effect.

**Conclusion** - A brief synopsis of the essential aspects of the report and the recommended disposition on the allegations (see Policy Manual §1020.7).

**Exhibits** - A separate list of exhibits (recordings, photos, documents, etc.) should be attached to the report.

#### 1011.6.5 ADMINISTRATIVE REVIEW

An administrative review is an informal process utilized by Command Staff in determining whether or not an incident warrants a formal investigation. An Administrative Review of an incident is not an investigation.

Administrative Reviews are conducted on occasion when incidents or employee actions appear to involve the potential of employee misconduct but specific allegations of misconduct are not readily apparent. The review enables the administration to determine if a formal investigation is warranted by a review of available documents and, if applicable, conversations with involved parties. Officers will not normally be interviewed or contacted for the purpose of an Administrative Review. If an initial review of the incident and available documentation indicates the likelihood of a violation of department policy, the matter under review will be classified as a Complaint Investigation or an

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Internal Affairs Investigation. The time taken to make this determination does not affect the normal timelines associated with a Complaint Investigation or Internal Affairs Investigation.

Any documentation relating to an Administrative Review that does not result in a Complaint or an Internal Affairs Investigation will be maintained by the Human Resources Director.

#### 1011.6.6 EMPLOYEE PRIVACY EXPECTATIONS

Any employee may be compelled to disclose personal financial information pursuant to proper legal process; if such information tends to indicate a conflict of interest with official duties; or, if the employee is assigned to or being considered for a special assignment with a potential for bribes.

Employees shall have no expectation of privacy when using telephones, computers, radios or other communications provided by the Department.

Assigned lockers and storage spaces may only be administratively searched in the employee's presence, with the employee's consent, with a valid search warrant or where the employee has been given reasonable notice that the search will take place.

All other departmentally assigned areas (e.g., desks, office space, assigned vehicles) may be administratively searched by a supervisor, in the presence of an uninvolved witness, for non-investigative purposes. (e.g., obtaining a needed report or radio). An investigative search of such areas shall only be conducted upon a reasonable suspicion that official misconduct is involved.

#### 1011.6.7 ADMINISTRATIVE INVESTIGATION FORMAT

Administrative investigations shall be thorough, complete and essentially follow this format:

**Introduction** - Include the identity of the members, the identity of the assigned investigators, the initial date and source of the complaint.

**Synopsis** - Provide a brief summary of the facts giving rise to the investigation.

**Summary** - List the allegations separately, including applicable policy sections, with a brief summary of the evidence relevant to each allegation. A separate recommended finding should be provided for each allegation.

**Evidence** - Each allegation should be set forth with the details of the evidence applicable to each allegation provided, including comprehensive summaries of member and witness statements. Other evidence related to each allegation should also be detailed in this section.

**Conclusion** - A recommendation regarding further action or disposition should be provided.

**Exhibits** - A separate list of exhibits (e.g., recordings, photos, documents) should be attached to the report.

#### 1011.6.8 DISPOSITIONS

Each personnel complaint shall be classified with one of the following dispositions:

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**Unfounded** - When the investigation discloses that the alleged acts did not occur or did not involve department members. Complaints that are determined to be frivolous will fall within the classification of unfounded.

**Exonerated** - When the investigation discloses that the alleged act occurred but that the act was justified, lawful and/or proper.

**Not sustained** - When the investigation discloses that there is insufficient evidence to sustain the complaint or fully exonerate the member.

**Sustained** - When the investigation discloses sufficient evidence to establish that the act occurred and that it constituted misconduct.

If an investigation discloses misconduct or improper job performance that was not alleged in the original complaint, the investigator shall take appropriate action with regard to any additional allegations.

#### 1011.6.9 COMPLETION OF INVESTIGATIONS

Every investigator or supervisor assigned to investigate a personnel complaint or other alleged misconduct shall proceed with due diligence in an effort to complete the investigation within six months from the date of discovery by an individual authorized to initiate an investigation.

#### 1011.7 ADMINISTRATIVE SEARCHES

Assigned lockers, storage spaces and other areas, including desks, offices and vehicles, may be searched as part of an administrative investigation upon a reasonable suspicion of misconduct.

Such areas may also be searched any time by a supervisor for non-investigative purposes, such as obtaining a needed report, radio or other document or equipment.

#### 1011.8 ADMINISTRATIVE LEAVE

When a complaint of misconduct is of a serious nature, or when circumstances indicate that allowing the accused to continue to work would adversely affect the mission of the Department, the Chief of Police or the Operations Commander may temporarily assign an accused employee to administrative leave. When an employee has been placed on Administrative Leave, the Operations Commander will forward any such notice to the Human Resources Department.

Any employee placed on administrative leave:

- (a) May be required to relinquish any department badge, identification, assigned weapons and any other department equipment.
- (b) Shall be required to continue to comply with all policies and lawful orders of a supervisor.
- (c) May be temporarily reassigned to a different shift, generally a normal business-hours shift, during the investigation. The employee may be required to remain available for contact at all times during such shift, and will report as ordered.

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#### **1011.9 CRIMINAL INVESTIGATION**

Where a member is accused of potential criminal conduct, a separate investigator shall be assigned to investigate the criminal allegations apart from any administrative investigation. Any separate administrative investigation shall be stayed, pending the outcome of the criminal investigation.

The Chief of Police shall be notified as soon as practicable when a member is accused of criminal conduct. The Chief of Police may request a criminal investigation by an outside law enforcement agency.

A member accused of criminal conduct shall be provided with all rights afforded to a civilian. The member should not be administratively ordered to provide any information in the criminal investigation.

No information or evidence administratively coerced from a member may be provided to anyone involved in conducting the criminal investigation or to any prosecutor.

The Lake Stevens Police Department may release information concerning the arrest or detention of any member, including an officer, that has not led to a conviction. No disciplinary action should be taken until an independent administrative investigation is conducted.

#### **1011.10 POST-ADMINISTRATIVE INVESTIGATION PROCEDURES**

Upon completion of a formal investigation, an investigation report should be forwarded to the Operations Commander. The Operations Commander may modify any classification or recommendation for disciplinary action.

##### **1011.10.1 COMMANDER RESPONSIBILITIES**

Upon receipt of any completed personnel investigation, the Operations Commander shall review the entire investigative file, the member's personnel file and any other relevant materials.

The Operations Commander may make recommendations regarding the disposition of any allegations and the amount of discipline, if any, to be imposed.

Prior to forwarding recommendations to the Chief of Police, the Operations Commander may return the entire investigation to the assigned investigator or supervisor for further investigation or action.

When forwarding any written recommendation to the Chief of Police, the Operations Commander shall include all relevant materials supporting the recommendation. Actual copies of a member's existing personnel file need not be provided and may be incorporated by reference.

##### **1011.10.2 CHIEF OF POLICE RESPONSIBILITIES**

Upon receipt of any written recommendation for disciplinary action, the Chief of Police shall review the recommendation and all accompanying materials. The Chief of Police may modify any recommendation and/or may return the file to the Operations Commander for further investigation or action.

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Once the Chief of Police is satisfied that no further investigation or action is required by staff and determines disciplinary action is warranted, the Chief of Police shall provide the member with a written notice and the following:

- (a) Access to all of the materials considered by the Chief of Police in recommending the proposed discipline.
- (b) An opportunity to respond orally or in writing to the Chief of Police within five days of receiving the notice.
  - (a) Upon a showing of good cause by the member, the Chief of Police may grant a reasonable extension of time for the member to respond.
  - (b) If the member elects to respond orally, the presentation shall be recorded by the Department. Upon request, the member shall be provided with a copy of the recording.

#### **1011.11 PRE-DISCIPLINE EMPLOYEE RESPONSE**

The pre-discipline process is intended to provide the accused employee with an opportunity to present a written or oral response to the Chief of Police after having had an opportunity to review the supporting materials and prior to imposition of any recommended discipline. The employee shall consider the following:

- (a) The response is not intended to be an adversarial or formal hearing.
- (b) Although the employee may be represented by an uninvolved representative or legal counsel, the response is not designed to accommodate the presentation of testimony or witnesses.
- (c) The employee may suggest that further investigation could be conducted or the employee may offer any additional information or mitigating factors for the Chief of Police to consider.
- (d) In the event that the Chief of Police elects to cause further investigation to be conducted, the employee shall be provided with the results prior to the imposition of any discipline.
- (e) The employee may thereafter have the opportunity to further respond orally or in writing to the Chief of Police on the limited issues of information raised in any subsequent materials.

#### **1011.12 DISCIPLINE**

Once the member has completed his/her response or if the member has elected to waive any such response, the Chief of Police shall consider all information received in regard to the recommended discipline. The Chief of Police shall render a timely written decision to the member and specify the grounds and reasons for discipline and the effective date of the discipline. Once the Chief of Police has issued a written decision, the discipline shall become effective.

The Chief of Police will consult with the City Administrator prior to issuing any discipline resulting in a suspension, demotion, or termination.

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#### **1011.12.1 PROGRESSIVE DISCIPLINE**

The administration of discipline is generally expected to be progressive in nature, with relatively minor violations of rules resulting in minor disciplinary action for first offenders. Repetitive similar violations, or more serious violations, would generally result in progressively more serious forms of discipline being administered. Nothing in this policy is intended to preclude the administration of more serious forms of discipline, including termination, for a first time offense when warranted by the seriousness of the offense.

#### **1011.13 RESIGNATIONS/RETIREMENTS PRIOR TO DISCIPLINE**

In the event that a member tenders a written resignation or notice of retirement prior to the imposition of discipline, it shall be noted in the file. The tender of a resignation or retirement by itself shall not serve as grounds for the termination of any pending investigation or discipline.

#### **1011.14 POST-DISCIPLINE APPEAL RIGHTS**

Non-probationary employees have the right to appeal a suspension without pay, punitive transfer, demotion, reduction in pay or step, or termination from employment. The employee has the right to appeal using the procedures established by any collective bargaining agreement, Civil Service Rules, and/or personnel rules.

In the event of punitive action against an employee covered by civil service, the appeal process shall be in compliance with RCW 41.12.090 and RCW 41.14.120.

#### **1011.15 PROBATIONARY EMPLOYEES AND OTHER MEMBERS**

At-will and probationary employees and members other than non-probationary employees may be disciplined and/or released from employment without adherence to any of the procedures set out in this policy, and without notice or cause at any time. These individuals are not entitled to any rights under this policy. However, any of these individuals released for misconduct should be afforded an opportunity solely to clear their names through a liberty interest hearing, which shall be limited to a single appearance before the Chief of Police or the authorized designee.

Any probationary period may be extended at the discretion of the Chief of Police in cases where the individual has been absent for more than a week. When the Chief of Police determines that additional time to review the individual is appropriate, he/she will notify the Civil Service Commission of the reason for the extension.

#### **1011.16 RETENTION OF PERSONNEL INVESTIGATION FILES**

All personnel complaints shall be maintained in accordance with the established records retention schedule and as described in the Personnel Files Policy.

#### **1011.17 NOTIFICATION TO CRIMINAL JUSTICE TRAINING COMMISSION (CJTC) CERTIFICATION BOARD**

Upon termination of a peace officer for any reason, including resignation, the Department shall, within 15 days of the termination, notify the CJTC on a personnel action report form provided

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by the commission. The Department shall, upon request of the CJTC, provide such additional documentation or information as the commission deems necessary to determine whether the termination provides grounds for revocation of the peace officer's certification (RCW 43.101.135).

#### **1011.18 DISCIPLINARY MATRIX**

The matrix below will determine the range of action taken to include discipline for suspected allegations.

#### **Minor Policy Violations:**

- 1st Offense = Coaching/Counseling (PIR) to Written Reprimand
- 2nd Offense = Written Reprimand to 8-32 Hours Suspension
- 3rd Offense = 32 Hours to 112 Hours Suspension

#### **Major Policy Violations:**

- 1st Offense = Written Reprimand to Demotion or Termination
- 2nd Offense = 112 Hours – 160 Hours Suspension to Demotion or Termination
- 3rd Offense = 160 Hours Suspension to Demotion or Termination

Major Policy Violations may include:

- Insubordination
- Dishonesty
- Committing a Crime
- Civil Rights Violation
- Conflict of Interest
- Workplace Discrimination/Harassment
- Negligent/Dangerous Acts
- CIJS Violations

Minor Policy Violations would include any policy violation that did not include the actions listed under Major Policy Violations. Nothing in this policy is intended to preclude the administration from determining that an unforeseen action by an employee, not listed under Major Policy Violations, would not be subject to that same disciplinary matrix as a major policy violation.

While a Coaching and Counseling is NOT a disciplinary step, it is considered an acceptable first step to addressing minor policy violations that the administration feels can be addressed without formal discipline. The form of documentation for this will be the Performance Incident Review (PIR). A PIR will remain in the employee's supervisor's file for the duration of the calendar year that the incident occurred. PIR's shall be noted on an employee's annual performance review, after which the PIR will be purged from the employees personnel file. A sustained complaint for

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any violations that were resolved with a PIR, within a 24 month time period, shall be considered a 2nd offense.



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LAKE STEVENS CITY COUNCIL  
**STAFF REPORT**

**Council Agenda Date:** January 25<sup>th</sup> 2016

**Subject:** Police Department Policies correlating to City Polices/Policy 1013 Seat Belts

**Contact Person/Department:** Lt. Lambier **Budget Impact:** N/A

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**RECOMMENDATION(S)/ACTION REQUESTED OF COUNCIL:** City Council review and approval of revised LSPD Policy 1013.

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**SUMMARY/BACKGROUND:** The existing policy has been revised and in some sections, re-written to clarify purpose and scope, provide definitions and address specific issues such as transporting of children, vehicles manufactured without seat belts and vehicle air bags. These changes are “best practice” and supported by LEXIPOL.

These changes to the policy have been reviewed and approved by the Lake Stevens Police Guild.

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**APPLICABLE CITY POLICIES:** P-1-99

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**BUDGET IMPACT:** N/A

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**ATTACHMENTS:**

- ▶ Exhibit A: City of Lake Stevens Personnel Rules and Polices P-1-99
- ▶ Exhibit B: Revised copy of LSPD Policy 1013

## EXHIBIT A

City of Lake Stevens  
Personnel Rules and Policies

### VEHICLE POLICY

**City Policy No.:** P-1-99  
**Effective:** 7-1-95  
**Revised:** 6-22-15

It is the policy of the City of Lake Stevens to provide vehicles for business use, to allow employees to drive on City business, and to reimburse employees for business use of personal vehicles according to the guidelines below.

#### VEHICLE USE

##### A. PROCEDURE

The term "vehicles" as used in these guidelines includes, but is not limited to, cars, trucks, backhoes, front end loaders, graders, and any motorized transportation or equipment.

1. Employees may not drive any city vehicles for city business without prior approval of their supervisor. Paragraph 4 deals with regular use of city vehicles.

Employees driving on city business are required to notify their supervisor should their operator's license be restricted, changed, suspended or revoked by official state agency action. Failure to notify their supervisor shall be grounds for disciplinary action which may include termination.

2. Employees holding the jobs designated as requiring regular driving for business shall have in their possession a motor vehicle operator's license valid for the State of Washington.

With City Administrator or department director approval, the City will reimburse employees the cost of acquiring special endorsements to their driver's license, when required solely for the operation of City of Lake Stevens equipment.

Employees must, if driving is a condition of employment, be able to meet the driver approval standards of their policy at all times. Employees required to drive on city business shall be subject to suspension or termination in the event their operator's license is suspended or revoked by official state agency action. In no case will the employee be allowed to operate city vehicles until such suspension is lifted.

3. City vehicles may be permanently assigned to those departments which have demonstrated a continued need for them.
4. Employees who need transportation in the course of their normal work may be assigned a city vehicle for their use. Employees who drive city vehicles on a regular basis need only get approval initially for driving the specific vehicles associated with their position. This

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includes vehicles assigned to specific departments or specific tasks. Specific examples include public works vehicles such as backhoes, dump trucks, road mowers, generator truck, crew vehicles, etc. All other employees needing transportation for city business may use vehicles assigned to their department or can schedule to use other city vehicles. As a last alternative, when no city vehicles are available, employees may use their own vehicles for business purposes provided insurance requirements outlined in Item 8 of this section have been met.

5. Employees who drive a city vehicle on city business must, in addition to meeting the approval requirements above, exercise due diligence to drive safely and to maintain the security of the vehicle and its contents. This includes no cell phone usage, smoking, or other activities that may distract an employee from safely driving a City vehicle. In addition, such drivers must make sure that the vehicle meets any city or legal standards for insurance, maintenance, and drivability. Employees are also responsible for the cost of any driving infractions or fines as a result of their driving.
6. Employees are not permitted, under any circumstances, to operate a city vehicle, or a personal vehicle for city business, when any physical or mental impairment causes the employee to be unable to drive safely. This prohibition includes, but is not limited to, circumstances in which the employee is temporarily unable to operate a vehicle safely or legally because of injury, illness, or medication.
7. Non-employee non-business associates are prohibited from riding as passengers in city vehicles.
8. Employees who use their personal vehicle for approved business purposes will receive a mileage allowance equal to the Internal Revenue Service (IRS) optional mileage allowance for such usage. This allowance is to compensate for the cost of gasoline, oil, depreciation, and insurance. Employees who operate personal vehicles for city business shall obtain auto liability coverage for bodily injury and property damage with a special endorsement for business use, when determined to be necessary by the insuring agent.
9. Employees driving on city business may claim reimbursement for parking fees and tolls actually incurred, and employees driving city vehicles may charge or claim reimbursement for gasoline and other expenses directly incurred for business purposes which are not included in the IRS allowance. Charges and claims for mileage allowance for vehicle use reimbursement must be approved by the employee's supervisor and submitted to the finance department for voucher preparation.
10. Private use of city vehicles is prohibited. Employees who are on call on a 24-hour basis may be authorized by the City Administrator to take a city vehicle home so they can respond as soon as possible need to provide written acknowledgement that they fully understand that the vehicle is used only as part of emergency response.

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**B. RESPONSIBILITIES**

1. An employee shall be designated “Fleet Manager,” who has the authority to inspect any vehicle, arranges approved repairs, orders and has installed approved equipment and supplies, and maintains documentation on each vehicle. The Fleet Manager will report problems and vehicle performance information to the designated Department Head..
2. Vehicles are to be serviced by approved vendors. Service and repairs are scheduled by the Fleet Manager. If a vehicle should breakdown in the field, or outside the city, the employee may contact a convenient tow company to tow the vehicle to the city parking area or a vendor.
3. Employees must report any collisions, theft, or malicious damage involving a city vehicle or a personal vehicle used on city business to their supervisor and the Fleet Manager regardless of the extent of damage or lack of injuries. If the Fleet Manager is involved in a collision, the report should be to the Human Resources Director. Such reports must be made as soon as possible, but no later than forty-eight hours after the incident.
4. Employees involved in a collision will refrain from making statements concerning liability or fault to other parties involved in the collision. Statements made to investigating authorities should be confined to factual observations.
5. The driver and all passengers in city vehicles so equipped will wear seat belts.

**C. SPECIAL ENDORSEMENTS**

1. Employees designated to drive City vehicles that require a commercial driver’s license (CDL) will be required to obtain a commercial driver’s license within 90 days of employment, or as directed by the department.
2. The City will pay for CDL application and for annual CDL license renewals as long as said employee remains in a position to require said endorsement.
3. The City will also pay for the cost of reasonable and necessary training, and for the required physical examination.

**D. DRUG AND ALCOHOL POLICY/CITY VEHICLES**

The City has a “Drug Free Work Place Policy” that is in effect and shall cover all use of City vehicles. The Policy shall also include drivers involved in accidents while driving City vehicles. Any violation of the City Drug Free Work Place Policy, including suspension of driving privileges for Driving Under the Influence (DUI), refusing to submit to an alcohol or drug test, or leaving the scene of an accident or any other violations that restrict, suspend or revoke an employee’s Driver’s License, may be grounds for termination.

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**E. DRUG AND ALCOHOL TESTING POLICY/EMPLOYEES WITH CDL's**

**I. PURPOSE**

The City of Lake Stevens is dedicated to providing quality, dependable and economical municipal services to the residents of Lake Stevens. Part of our mission is to ensure that the services are delivered safely, efficiently, and effectively by establishing a drug and alcohol-free work environment, and to ensure that the workplace remains free from the effects of drugs and alcohol in order to promote the health and safety of employees and the general public. In keeping with this mission, The City of Lake Stevens declares that the unlawful manufacture, distribution, dispensation, possession or use of controlled substances or misuse of alcohol is prohibited for all employees.

Additionally, the purpose of this policy is to establish guidelines to maintain a drug and alcohol-free workplace in compliance with the Drug-Free Workplace Act of 1988, and the Omnibus Transportation Employee Testing Act of 1991. This policy is intended to comply with all applicable federal regulations governing workplace anti-drug and alcohol programs in the motor carrier industry. Specifically, the Federal Motor Carrier Safety Administration (FMCSA) of the U.S. Department of Transportation has published 49 CFR Part 382, as amended, that mandates urine drug testing and breath alcohol testing for safety-sensitive positions, and prohibits performance of safety-sensitive functions when there is a positive test result. The U.S. Department of Transportation (USDOT) has also published 49 CFR Part 40, as amended, which sets standards for the collection and testing of urine and breath specimens.

This policy sets forth the City of Lake Stevens alcohol and drug testing program and the testing and reporting requirements as required by those regulations.

**II. APPLICABILITY**

This drug and alcohol testing policy applies to all safety-sensitive employees (full- or part-time) of the City who are required to have and maintain a Commercial Driver's License in order to perform the duties of the job. Contractors performing functions for the City involving the use of a vehicle requiring a Commercial Driver's License, will be subject to specific alcohol and drug testing as required by federal regulations.

**III. DEFINITIONS**

ACCIDENT - Accident means an occurrence involving a commercial vehicle on a public road which results in (1) a fatality; (2) bodily injury to a person who, as a result of the injury, immediately receives medical treatment away from the scene of the accident; or (3) one or more motor vehicles incurring disabling damage requiring the vehicle to be transported away from the scene by a tow truck or other vehicle.

DRIVER - This term includes all employees whose positions may involve driving a commercial

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vehicle and that require the possession of a Commercial Driver's License.

COMMERCIAL VEHICLE - A commercial vehicle is one that either: 1) has a gross vehicle weight of over 26,000 pounds (including combined weight if towed unit weighs over 10,000 pounds); 2) is designed to transport 16 or more persons, including the driver; or 3) is used to transport hazardous materials, as provided under the Hazardous Materials Transportation Act and which require the motor vehicle to be placarded under the Hazardous Materials Regulations.

DRUGS - For the purposes of this policy, in accordance with the applicable federal regulations, "drugs" refers to the following five substances: marijuana (THC), cocaine, opiates, phencyclidine (PCP), and amphetamines.

MEDICAL REVIEW OFFICER (MRO) - The Medical Review Officer is the licensed physician responsible for receiving and interpreting laboratory results from the urine drug tests.

SAFETY SENSITIVE POSITION - For purposes of this policy, these are positions associated with the driving of commercial vehicles.

SUBSTANCE ABUSE PROFESSIONAL (SAP) - A Substance Abuse Professional is a licensed physician, or a licensed or certified psychologist, social worker, employee assistance professional, or addiction counselor (certified by the National Association of Alcoholism and Drug Abuse Counselors Certification Commission or by the International Certification Reciprocity Consortium/Alcohol and Other Drug Abuse) with knowledge of and clinical experience in the diagnosis and treatment of alcohol and drug-related disorders.

#### **IV. EDUCATION AND TRAINING**

Every covered employee will receive a copy of this policy and will have the ready access to the corresponding federal regulations including 49 CFR Parts 382 and 40, as amended. In addition, all covered employees will receive educational materials and/or on-site training on the signs and symptoms of drug use and alcohol misuse, including the effects and consequences of drug use and alcohol misuse on personal health

All supervisory personnel or city officials who are in a position to determine employee's fitness for duty will receive 60 minutes of reasonable suspicion training on the physical, behavioral, and performance indicators of probable drug use and 60 minutes of additional reasonable suspicion training on the physical, behavioral, speech, and performance indicators of probable alcohol misuse.

#### **V. PROHIBITED SUBSTANCES**

Prohibited substances addressed by this policy include the following:

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Illegally Used Controlled Substances or Drugs under the Drug-Free Workplace Act of 1988, any drug or any substance identified in Schedule I through V of Section 202 of the Controlled Substance Act (21 U.S.C. 812), and as further defined by 21 CFR 1300.11 through 1300.15 is prohibited at all times in the workplace unless a legal prescription has been written for the substance. This includes, but is not limited to: marijuana, amphetamines, opiates, phencyclidine (PCP), and cocaine, as well as any drug not approved for medical use by the U.S. Drug Enforcement Administration or the U.S. Food and Drug Administration. Illegal use includes use of any illegal drug, misuse of legally prescribed drugs, and use of illegally obtained prescription drugs. Also, the medical use of marijuana, or the use of hemp-related products, as which cause drug or drug metabolites to be present in the body above the minimum thresholds is a violation of this policy.

Federal Motor Carrier Safety Administration drug testing regulations (49 CFR Part 382) require that all covered employees be tested for marijuana, cocaine, amphetamines, opiates, and phencyclidine as described in Section VII of this policy. Illegal use of these five drugs is prohibited at all times, and thus covered employees may be tested for these drugs anytime that they are on duty.

**Legal Drugs:** The appropriate use of legally prescribed drugs and non-prescription medications is not prohibited. However, the use of any substance which carries a warning label that indicates mental functioning, motor skills, or judgment may be adversely affected must be reported to the designated supervisor and the employee is required to provide a written release from his/her doctor or pharmacist indicating that the employee can perform his/her safety-sensitive functions.

**Alcohol:** The use of beverages containing alcohol (including any mouthwash, medication, food or candy) or any other substances such that alcohol is present in the body while performing safety-sensitive job functions is prohibited. An alcohol test can be performed on a covered employee under 49 CFR Part 382 just before, during, or just after the performance of safety-sensitive job functions.

## **VI. PROHIBITED CONDUCT**

The following conduct regarding alcohol and drug use or abuse is prohibited:

All covered employees are prohibited from reporting for duty or remaining on duty any time there is a quantifiable presence of a prohibited drug in the body above the minimum thresholds defined in 49 CFR Part 40, as amended.

Each covered employee is prohibited from consuming alcohol while performing safety-sensitive job functions or while on-call to perform safety-sensitive job functions. If an on-call employee has consumed alcohol, they must acknowledge the use of alcohol at the time

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that they are called to report for duty. The covered employee will subsequently be relieved of his/her on-call responsibilities and subject to discipline.

The City of Lake Stevens shall not permit any covered employee to perform or continue to perform safety-sensitive functions if it has actual knowledge that the employee is using alcohol.

Each covered employee is prohibited from reporting to work or remaining on duty requiring the performance of safety-sensitive functions while having an alcohol concentration of 0.04 or greater regardless of when the alcohol was consumed.

No covered employee shall consume alcohol for eight (8) hours following involvement in an accident or until he/she submits to the post-accident drug/alcohol test, whichever occurs first.

No covered employee shall consume alcohol within four (4) hours prior to the performance of safety-sensitive job functions.

Consistent with the Drug-Free Workplace Act of 1988, all City of Lake Stevens employees are prohibited from engaging in the unlawful manufacture, distribution, dispensing, possession, or use of prohibited substances in the workplace including City premises, vehicles, while in uniform, or while on city business.

**VII. TESTING REQUIREMENTS**

Analytical urine drug testing and breath testing for alcohol will be conducted as required by 49 CFR Part 40, as amended. All covered employees shall be subject to the following testing, as defined below, and as described in the Drug & Alcohol Testing Procedures:

**A. Pre-employment Drug Testing**

All individuals who are covered by this policy must pass a drug test as a post-offer condition of employment. Additionally, a non-covered employee shall not be placed, transferred or promoted into a covered position until the employee takes a drug test with verified negative results. Applicants are required to report previous DOT-covered employer drug and alcohol test results—Failure to do so will result in the employment offer being rescinded.

**B. Reasonable Suspicion Testing**

Employees subject to this policy shall submit to a drug and/or alcohol test when the City reasonably suspects that this policy (except the prohibitions against possession, transfer or sale of alcohol) may have been or is presently being violated. A referral for testing will be

## City of Lake Stevens Personnel Rules and Policies

based on contemporaneous, articulable observations. Such referrals will be made by supervisory personnel who have received training concerning the signs and symptoms of drug and alcohol use.

Alcohol testing for reasonable suspicion may only be conducted just before, during or after an employee operates a commercial vehicle. If removed from duty based on reasonable suspicion of alcohol use and an alcohol test is not administered within eight hours, the employee will not be allowed to perform or continue to perform covered functions until:

- 1) An alcohol test is administered and the driver's breath alcohol concentration measures less than 0.02; or
- 2) 24 hours have elapsed following the determination that there is reasonable suspicion to believe that the employee has violated this policy concerning the use of alcohol.

### C. Post-Accident Testing

Following an accident (as defined above) involving a commercial vehicle, the driver is required to submit to alcohol and drug tests when the driver receives a citation under state or local law for a moving traffic violation, or where a fatality occurs as a result of the accident. Testing should occur as soon as possible, but may not exceed eight hours after the accident for alcohol testing and 32 hours after the accident for drug testing.

A driver who is subject to post-accident testing must remain readily available for such testing and may not take any action to interfere with testing or the results of testing. Drivers who do not comply with post-accident testing requirements will be considered to have refused to submit to testing and will be subject to sanctions for refusal to test as provided in this policy.

### D. Random Testing

Employees covered by this policy will be subject to random, unannounced alcohol and drug testing.

### E. Return to Duty Testing

Employees who have violated this policy, including those who have tested positive on a drug or alcohol test, and who under the discipline policy are allowed to return to work, must test negative prior to being released for duty. A return to duty test following alcohol misuse may not exceed an alcohol concentration of 0.02. All employees who go for return –to-duty testing must have their collections observed per 49 CFR 40.67(b).

### F. Follow-up Testing

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Personnel Rules and Policies

An employee who is referred for assistance related to alcohol misuse and/or use of drugs is subject to unannounced follow-up testing for a period not to exceed 60 months as directed by a Substance Abuse Professional and the City. The number and frequency of follow-up testing will be determined by the Substance Abuse Professional and the City, but will not be less than six tests in the first 12 months following the employee's return to duty. All employees who go for follow-up testing must have their collections observed per 49 CFR 40.67(b).

G. Split Sample Testing

Employees who test positive for drugs may request a second test of the remaining portion of the split sample within 72 hours of notification of a positive test result by the Medical Review Officer.

H. Retest for Dilute Test Results

Employees who render a dilute test that is positive for drugs will be treated as a verified test positive. Employees who render a dilute test that is negative may be subject to a retest, as specified in the Drug & Alcohol Testing Procedures.

**VIII. REFUSAL TO TAKE AN ALCOHOL OR DRUG TEST**

No employee shall refuse to submit to an alcohol or drug test as directed under this policy. A refusal to submit shall include, but is not limited to:

- a. Failure to provide adequate breath for testing without a valid medical explanation after the employee has received notice of the requirement for breath testing in accordance with the procedures manual;
- b. Failure to provide adequate urine for drug testing without a valid medical explanation after the employee has received notice of the requirement for urine testing in accordance with the procedures manual;
- c. Engaging in conduct that obstructs the testing process.

Refusal to submit to a test shall be considered the same as a positive test result.

**IX. SECURING INFORMATION FROM PREVIOUS EMPLOYERS**

If a person is to be hired into a position subject to this policy and during the previous two years has worked as a driver of a commercial vehicle, that person must authorize a request of all employers of the driver within the past two years to release information on the following:

City of Lake Stevens  
Personnel Rules and Policies

- a. Positive alcohol or drug tests
- b. Refusal to be tested

The City will make a good faith effort to obtain and review the information from prior employers within 30 days of the person performing safety sensitive duties for the first time.

If the information obtained from previous employer indicates either a positive test or that a refusal to be tested occurred within the past two years, that person would not be permitted to drive commercial vehicles unless subsequent information indicates that an evaluation by a Substance Abuse Professional was made and return to duty testing was administered.

**X. CONFIDENTIALITY AND RECORD RETENTION**

All records related to drug and alcohol testing will be maintained in a secure location with controlled access. These records will be kept separate from records pertaining to all other employees.

**XI. CONSEQUENCES OF ENGAGING IN PROHIBITED CONDUCT OR POSITIVE DRUG OR ALCOHOL TESTS**

A. Discipline

An employee will be subject to appropriate disciplinary action as specified in the Drug Free Workplace policy # P-23-95 up to and including termination from employment if:

- a. the employee tests positive for prohibited substances as outlined in Section V.
- b. results from an alcohol test indicate a breath alcohol level of 0.02 or greater; and/or,
- c. the employee has engaged in prohibited conduct as outlined in Section VI.

All employees regardless of disciplinary action taken will be advised of resources available to the employee in evaluating or resolving problems associated with drug use or alcohol misuse.

The following provisions apply to those employees who are not terminated for their policy violations:

B. Positive Test Result and/or Engaging in Prohibited Conduct.

If an employee tests positive for drugs or has an alcohol test that indicates a breath alcohol level of .04 or greater from a random, reasonable suspicion or post-accident test, or engages in prohibited conduct as outlined in Section VI, the employee will be immediately removed

City of Lake Stevens  
Personnel Rules and Policies

from duties requiring the driving of a commercial vehicle. The employee will not be permitted to return to work unless he/she:

1. Has been evaluated by a qualified Substance Abuse Professional; and,
2. If recommended by a Substance Abuse Professional, has properly followed any rehabilitation prescribed; and,
3. Has his/her Commercial Driver's License re-activated by the Washington State Department of Licensing; and,
4. Has a verified negative result on a return-to-duty alcohol (<0.02) and/or drug test.

Upon completion of a recommended rehabilitation program and successful return to work, an employee will be subject to follow-up random testing for up to sixty (60) months as recommended by the Substance Abuse Professional and the City with a minimum of six such unscheduled tests within the first twelve months of returning to duty.

C. Alcohol Concentration of 0.02 but less than 0.04

Employees having a breath alcohol concentration of at least 0.02 but less than 0.04, shall be removed from duty requiring the driving of a commercial vehicle for at least 24 hours.

**XII. EMPLOYEE ASSISTANCE PROGRAM/VOLUNTARY REFERRAL**

The City supports employees who volunteer for treatment of alcohol or drug abuse. Employees are encouraged to seek treatment voluntarily and to utilize the Employee Assistance Program. Any employee who comes forth and notifies the City of alcohol or drug abuse problems will be given the assistance extended to employees with any other illness. Any such program, however, may not interfere with the tests required by these rules. For example, a driver may not identify himself/herself as unfit to drive after having been notified of a random or reasonable suspicion test and expect to avoid the consequences for a positive test or a refusal to test. In addition, voluntarily seeking assistance does not excuse any failure to comply with all of the provisions of this policy or other policies of the city.

Sick leave, vacation leave or leave of absence without pay may be granted for treatment and rehabilitation as in other illnesses. Insurance coverage for treatment will be provided to the extent of individual coverage. Confidentiality of information will be maintained as much as possible at all times.

**F. OBTAINING DRIVER'S ABSTRACT**

City of Lake Stevens  
Personnel Rules and Policies

1. The City shall establish a method of obtaining and evaluating the Driver's Abstract using a Driving Record Request form utilizing the Driver Evaluation Point System (forms attached) to determine if current employees or potential employees are eligible, based on the outcome of the evaluation, to operate city vehicles within the scope of employment.
2. The employee shall be required to obtain a copy of their Abstract of Driving Record whenever request by the employer. The employee may obtain copies of their Abstract of Driving Record from any Washington Department of Licensing office or the appropriate department in any relevant state.
3. Nothing in this procedure will prevent the city from investigating the manner in which city employees operate motor vehicles of the city or for city business.

**G. ADMINISTRATION**

The Fleet Manager, under the direction of the designated Department Director, is responsible for the administration of the Vehicle Use Administrative Procedure.

*Handwritten initials/signature in blue ink.*

# Lake Stevens Police Department

## Policy Modification

### Review and Authorization Form

Policy Number 1013

Modified by: Lexipol 11/2015  
Name Date

#### Routing:

Administrative Services	
Office of Professional Standards	
Police Guild	<i>[Signature]</i>
Commander	<i>[Signature]</i> 101

Chief's Authorization: [Signature] 11/19/15  
Date

Lexipol Updated by: \_\_\_\_\_  
Name Date

# Seat Belts

## 1013.1 PURPOSE AND SCOPE

~~The use of seat belts and other safety restraints significantly reduces the chance of death or injury in case of a traffic collision. This~~ This policy establishes guidelines for the use of seat belt and child safety seat use to assure maximum operator and passenger safety, thus minimizing the possibility of death or injury as a result of motor vehicle crashes belts and child restraints. This policy will apply to all employees ~~members~~ operating or riding in department vehicles( RCW 46.61.688, RCW 46.61.687).

### 1013.1.1 DEFINITIONS

Definitions related to this policy include:

**Child restraint system** - An infant or child passenger restraint system that meets Federal Motor Vehicle Safety Standards (FMVSS) and regulations set forth in 49 CFR 571.213 and RCW 46.61.687(6).

## 1013.2 WEARING OF SAFETY RESTRAINTS POLICY

~~All members shall wear properly adjusted safety restraints when operating or riding in a seat equipped with restraints, in any vehicle owned, leased or rented by this department, while on- or off-duty, or in any privately owned vehicle while on-duty. The member driving such a vehicle shall ensure that all other occupants, including non-members, are also properly restrained.~~

~~Exceptions to the requirement to wear safety restraints may be made only in exceptional situations where, due to unusual circumstances, wearing a seat belt would endanger the member or the public. Members must be prepared to justify any deviation from this requirement.~~

It is the policy of the Lake Stevens Police Department that members use safety and child restraint systems to reduce the possibility of death or injury in a motor vehicle collision.

### 1013.2.1 TRANSPORTING CHILDREN

~~An approved child safety restraint system should be used for all children of age, size or weight for which such restraints are required by law. In the event an appropriate approved child safety restraint system is not available the child may be transported by sworn personnel however the child should be restrained in a seat belt( RCW 46.61.687(1)).~~

~~The rear seat passenger area in cage-equipped vehicles has reduced clearance which may interfere with the proper use of child safety restraint systems. Because of limited rear seat clearance in these vehicles, children and child restraint systems should be properly secured in the front seat according to the manufacturer's recommendations. Whenever a child is transported in the front seat of a vehicle, the passenger side air bag should be deactivated if possible. In the event this is not possible, alternative transportation should be considered.~~

## *Seat Belts*

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### **1013.3 TRANSPORTING PRISONERS WEARING OF SAFETY RESTRAINTS**

~~Whenever possible, prisoners should be secured in the prisoner restraint system in the rear seat of the patrol vehicle or, when a prisoner restraint system is not available, by safety belts in a seating position for which safety belts are provided by the vehicle manufacturer. The prisoner restraint system is not intended to be a substitute for handcuffs or other appendage restraints.~~

~~All members shall wear properly adjusted safety restraints when operating or riding in a seat equipped with restraints, in any vehicle owned, leased or rented by this department while on- or off-duty, or in any privately owned vehicle while on-duty. The member driving such a vehicle shall ensure that all other occupants, including those who are not members of the Department, are properly restrained (RCW 46.61.688; RCW 46.61.687).~~

~~Exceptions to the requirement to wear safety restraints may be made only in exceptional situations where, due to unusual circumstances, wearing a seat belt would endanger the department member or the public. Members must be prepared to justify any deviation from this requirement.~~

### **1013.4 INOPERABLE SEAT BELTS TRANSPORTING CHILDREN**

~~No person shall operate a department vehicle in which any safety belt in the driver's seating position is inoperable. No person shall be transported in a seating position in which the safety restraint is inoperable.~~

~~No person shall modify, remove, deactivate or otherwise tamper with the vehicle safety belts except for vehicle maintenance and repair and not without the express authorization of the Chief of Police.~~

~~Employees who discover an inoperable restraint system shall report the defect to the appropriate supervisor. Prompt action will be taken to replace or repair the system. A child restraint system shall be used for all children of an age, height or weight for which such restraints are required by law (RCW 46.61.687).~~

~~Rear seat passengers in a cage-equipped vehicle may have reduced clearance, which requires careful seating and positioning of seat belts. Due to this reduced clearance, and if permitted by law, children and any child restraint system may be secured in the front seat of such vehicles provided this positioning meets federal safety standards and the vehicle and child restraint system manufacturer's design and use recommendations. In the event that a child is transported in the front seat of a vehicle, the seat should be pushed back as far as possible and the passenger-side air bag should be deactivated. If this is not possible, members should arrange alternate transportation when feasible.~~

### **1013.5 TRANSPORTING SUSPECTS, PRISONERS OR ARRESTEES**

~~Suspects, prisoners and arrestees should be in a seated position and secured in the rear seat of any department vehicle with a prisoner restraint system or, when a prisoner restraint system is not available, by seat belts provided by the vehicle manufacturer. The prisoner restraint system is not intended to be a substitute for handcuffs or other appendage restraints (WAC 204-41-030).~~

## Seat Belts

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Prisoners in leg restraints shall be transported in accordance with the Handcuffing and Restraints Policy.

### **1013.6 INOPERABLE SEAT BELTS**

Department vehicles shall not be operated when the seat belt in the driver's position is inoperable. Persons shall not be transported in a seat in which the seat belt is inoperable.

Department vehicle seat belts shall not be modified, removed, deactivated or altered in any way, except by the vehicle maintenance and repair staff, who shall do so only with the express authorization of the Chief of Police.

Members who discover an inoperable restraint system shall report the defect to the appropriate supervisor. Prompt action will be taken to replace or repair the system.

### **1013.7 VEHICLES MANUFACTURED WITHOUT SEAT BELTS**

Vehicles manufactured and certified for use without seat belts or other restraint systems are subject to the manufacturer's operator requirements for safe use.

### **1013.8 VEHICLE AIRBAGS**

In all vehicles equipped with airbag restraint systems, the system will not be tampered with or deactivated, except when transporting children as written elsewhere in this policy. All equipment installed in vehicles equipped with airbags will be installed as per the vehicle manufacturer specifications to avoid the danger of interfering with the effective deployment of the airbag device.



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LAKE STEVENS CITY COUNCIL  
**STAFF REPORT**

**Council Date:** **Agenda** 25 January 2016

**Subject:** 2016 Janitorial Services

<b>Contact Person/Department:</b>	Mick Monken Public Works	<b>Budget Impact:</b>	\$14,180.00
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**RECOMMENDATION(S)/ACTION REQUESTED OF COUNCIL:** Award the 2016 Janitorial Services Contract and authorize the Mayor to execute a contact with Advantage Building Services for an amount not to exceed \$14,180.00.

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**SUMMARY/BACKGROUND:** The City uses outsource contracted janitorial services. The facilities served under this contract include the City Hall (including the annex), Permit Center, Police Station, and Community Center. The detail and level of services provided under this contract are included in Exhibit A of the contract provided in Attachment B.

In late 2015, the City made a request for bids and a total of 2 bids were received. The low bid, Advantage Building Services, came in at \$715.00 with the high bid coming in at \$2,800.00 for Base Services monthly rate. The City had estimated this service to be \$1,200.00 per month. The summary of the bids with the City's estimate are included in Attachment A.

Included with the bid proposal are optional services. These are intended to be performed only when needed. While some of the tasks may not be necessary, to determine a contract amount, an estimate was prepared using an assumption that each optional service task would be performed 2 times per year. This is included in Exhibit A.

As this contractor performs services after normal working hours, a security background check is planned to be performed on each employee that will work within a City facility. In addition, the City has the option of extending this contract under the current bid for up to 3 additional years.

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**BUDGET IMPACT: \$14,180**

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**ATTACHMENTS:**

- ▶ Attachment A: Bid Summary
- ▶ Attachment B: Contract with Scope of Work and Bid Proposal

ATTACHMENT A – Bid Summary

<b>Base Services - monthly</b>	City Est	Advantage	Superior
City Hall	\$ 300.00	\$ 160.00	\$ 665.00
Community Center	\$ 200.00	\$ 120.00	\$ 665.00
Permit Center	\$ 300.00	\$ 120.00	\$ 330.00
Police Station	\$ 400.00	\$ 315.00	\$ 1,140.00
	\$ 1,200.00	\$ 715.00	\$ 2,800.00
Months	12	12	12
<b>Annual Base Services</b>	<b>\$ 14,400.00</b>	<b>\$ 8,580.00</b>	<b>\$ 33,600.00</b>
<b>Optional Services</b>			
<b>City Hall &amp; Permit Center</b>			
Carpet cleaning	\$ 500.00	\$ 375.00	\$ 1,225.00
Windows	\$ 300.00	\$ 225.00	\$ 275.00
Floor waxing	\$ 350.00	\$ 225.00	\$ 875.00
Deep clean furniture	\$ 400.00	\$ 350.00	\$ 350.00
<b>Police Station</b>			
Carpet cleaning	\$ 600.00	\$ 350.00	\$ 1,250.00
Windows	\$ 400.00	\$ 200.00	\$ 715.00
Floor waxing	\$ 350.00	\$ 125.00	\$ 295.00
Deep clean furniture	\$ 500.00	\$ 250.00	\$ 875.00
		\$ 175.00	\$ 350.00
<b>Community Center</b>			
Carpet cleaning	\$ 400.00	\$ 250.00	\$ 1,110.00
Windows	\$ 300.00	\$ 125.00	\$ 290.00
Floor waxing	\$ 200.00	\$ 150.00	\$ 875.00
Restroom cleaning	\$ 60.00	\$ 50.00	\$ 82.50
	<b>\$ 4,360.00</b>	<b>\$ 2,850.00</b>	<b>\$ 8,567.50</b>
Estimate times	2	2	2
	<b>\$ 8,720.00</b>	<b>\$ 5,700.00</b>	<b>\$ 17,135.00</b>
Estimated Annual Cost	<b>\$ 23,120.00</b>	<b>\$ 14,280.00</b>	<b>\$ 50,735.00</b>
<b>Special Events</b>			
Minimum Charge	\$ 100.00	\$ 75.00	\$ 192.50
Per Hour	\$ 30.00	\$ 30.00	\$ 38.50

## ATTACHMENT B

### JANITORIAL SERVICES CONTRACT

**THIS JANITORIAL SERVICES CONTRACT** (“Contract”) is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2016, by and between Advantage Building Services, a Washington State business partnership (“Contractor”) and the City of Lake Stevens, a municipal corporation (“City”).

**WHEREAS**, the City has determined the need to have janitorial maintenance services performed for its City Hall, Permit Center, Community Center and Police Station; and

**WHEREAS**, the City desires to have the Contractor perform such services pursuant to certain terms and conditions and the Contractor has represented that it has the requisite skill and experience necessary to provide the necessary janitorial maintenance services, and

**WHEREAS**, the City has solicited bids through a Request for Bid Proposals and has received and evaluated quotations/bid proposals, and has determined that Contractor is the most qualified responsible bidder; and

**WHEREAS**, the Contractor and the City desire to enter into this Contract for said work in accordance with the terms and conditions of this Contract.

**NOW, THEREFORE**, in consideration of the terms, conditions and agreements contained herein, the City and Contractor agree as follows:

**1. Scope of Work – Term – Duration.**

a. The Contractor shall perform, carry out and complete the Janitorial Maintenance Services in accordance with this Contract and the incorporated Contract Documents specified in Section 2.

b. Term-Duration.

The term of this contract shall be from the date of the Notice to Proceed to December 31, 2017.

Prior to the expiration of the term of the contract or any renewals or extensions thereof, parties may, renew the contract for up to three additional terms (s) of one year each upon the same terms and conditions.

**2. Contract Documents.**

The following documents are incorporated into the Contract by this reference:

- a.  Scope of Work and Costs contained in Exhibits A and B
- b.  Proposal/Bid Submittal (attached).
- c.  Addenda (**if any**)

In the event of any inconsistencies or conflicts between the language of this Contract and these incorporated documents, the language of the Contract shall prevail over the language of the documents.

**3. Commencement of Work.**

- a. Work shall not proceed under this Contract until the following conditions have been met by the Contractor:
- b. Contract has been signed and fully executed by the parties.
- c. The Contractor has provided the City with the certificates of insurance required under Section 17.
- d. The Contractor has obtained a City of Lake Stevens Business License.
- e. The Contractor has provided the City with satisfactory documentation that Contractor is licensed and bonded as a contractor in the Washington State.

These conditions shall be satisfied within ten (10) calendar days of the City's Notice of Award of the Contract to the Contractor. Upon satisfaction of these conditions, the City shall issue a Notice to Proceed and Contractor shall commence work within five (5) calendar days of the date of said Notice.

**4. Payment for Project.**

a. **Compensation and Method of Payment.** Payments shall be made by the City to the Contractor based on month-end billings. The City shall pay the Contractor for services rendered within thirty days after receipt of a billing invoice from the Contractor. The total amount to be paid shall not exceed \$\_\_\_\_\_ per year (including sales tax). The month rate of payment and optional services rate shall be as shown on Exhibit B. Optional services shall only be authorized by the City in writing for each service to be rendered. The Contractor shall complete and provide the Department of the Treasury Internal Revenue Service form W-9, Request for Taxpayer Identification Number and Certification, to the City on or before the execution of this Agreement. All payments to Contractor include Washington State Sales Tax.

b. **Payments shall be for Performance of Contract Work.** Payments for work provided hereunder shall be made following the performance of such work, unless otherwise permitted by law and approved in writing by the City. No payment shall be made for any work rendered by the Contractor except as identified and set forth in this Contract.

c. **Right to Withhold Payments if Work is Unsatisfactory.** If during the course of the Contract, the work rendered does not meet the requirements set forth in the Contract, the Contractor shall correct or modify the required work to comply with the requirements of the Contract. The City shall have the right to withhold payment for such work until it meets the requirements of the Contract.

d. **Payments.** Progress payments shall be based on the timely submittal by the Contractor of the City's standard payment request form. The form shall be appropriately completed and signed by the

Contractor. Applications for payment not signed and/or completed shall be considered incomplete and ineligible for payment consideration. The City shall initiate authorization for payment after receipt of a satisfactorily completed payment request form and shall make payment to the Contractor within approximately thirty (30) calendar days thereafter.

e. Final Payment. The City shall not require a payment and performance bond nor withhold statutory retainage under RCW Chapter 60.28. However, the parties agree that the City shall not make the Final Payment to the Contractor under this Contract until the following has occurred:

- i. Affidavits of Wages Paid for the Contractor and all Subcontractors are on file with the City
- ii. An Affidavit by the Contractor is on file with the City that sums due from the Contractor and all Subcontractors to the Washington State Department of Revenue, Employment Security Department, and Department of Labor and Industries for all taxes and penalties due or to become due with respect to this Contract have been paid.
- iii. Releases from all of Contractor's subcontractors and/or suppliers have been provided to the City, or the period for filing claims by said subcontractors and/or suppliers has expired without claims being filed.
- iv. The Contractor shall provide the City with proof that insurance required under Section 17 remains in effect.

g. Payment in the Event of Termination. In the event this Contract is terminated by either party, the Contractor shall not be entitled to receive any further amounts under this Contract.

h. Maintenance and Inspection of Financial Records. The Contractor and its subcontractors shall maintain reasonable books, accounts, records, documents and other evidence pertaining to the costs and expenses allowable, and the consideration paid under this Contract, in accordance with reasonable and customary accepted accounting practices. All such books of account and records required to be maintained by this Contract shall be subject to inspection and audit by representatives of City and/or of the Washington State Auditor at all reasonable times, and the Contractor shall afford the proper facilities for such inspection and audit to the extent such books and records are under control of the City, and all Project Contracts shall similarly provide for such inspection and audit rights. Such books of account and records may be copied by representatives of City and/or of the Washington State Auditor where necessary to conduct or document an audit. The Contractor shall preserve and make available all such books of account and records in its control for a period of three (3) years after final payment under this Contract, and Contractor shall impose similar duties on the subcontractors, if any.

## **5. Termination of Contract.**

Either party may terminate this Contract upon ten (10) working days' written notice to the other party.

## **6. Status of Contractor.**

The Contractor is a licensed, bonded and insured contractor as required and in accordance with the laws of the State of Washington. Contractor is acting as an independent contractor in the performance of each and every part of this Contract. No officer, employee, volunteer, and/or agent of either party shall act on behalf of or represent him or herself as an agent or representative of the City. Contractor and its officers, employees, volunteers, agents, contractors and/or subcontractors shall make no claim of City employment nor shall claim against the City any related employment benefits, social security, and/or retirement benefits. Nothing contained herein shall be interpreted as creating a relationship of servant, employee, partnership or agency between Contractor and the City.

**7. Business License Required.**

The Contractor shall obtain a City of Lake Stevens Business License prior to commencement of work under this Contract.

**8. Work Ethic.**

The Contractor shall perform all work and services under and pursuant to this Contract in a timely, professional and workmanlike manner.

**9. Job Safety.**

General Job Safety. Contractor shall take all necessary precautions for the safety of employees on the work site and shall comply with all applicable provisions of federal, state and local regulations, ordinances and codes. Contractor shall erect and properly maintain, at all times, as required by the conditions and progress of the work, all necessary safeguards for the protection of workers and the public and shall post danger signs warning against known and unusual hazards.

**10. Prevailing Wages.**

Contractor shall pay its employees, and shall require its subcontractors to pay their employees, prevailing wages as required by and in compliance with applicable state and/or federal law and/or regulations, including but not limited to RCW Chapter 39.12 and RCW Chapter 49.28. Prior to final payment under this Contract, Contractor shall certify in writing that prevailing wages have been paid for all work on the contract as required and in accordance with applicable law and/or regulations.

**11. Taxes and Assessments.**

The Contractor shall be solely responsible for compensating its employees, agents, and/or subcontractors and for paying all related taxes, deductions, and assessments, including, but not limited to, applicable use and sales taxes, federal income tax, FICA, social security tax, assessments for unemployment and industrial injury, and other deductions from income which may be required by law or assessed against either party as a result of this Contract.

**12. Nondiscrimination Provision.**

During the performance of this Contract, the Contractor shall comply with all applicable equal opportunity laws and/or regulations and shall not discriminate on the basis of race, age, color, sex, sexual orientation, religion, national origin, creed, veteran status, marital status, political affiliation, or the presence of any sensory, mental or physical handicap. This provision shall include but not be limited to the following: employment, upgrading, demotion, transfer, recruitment, advertising, layoff or termination, rates of pay or other forms of compensation, selection for training, and the provision of work and services under this Contract. The Contractor further agrees to maintain notices, posted in conspicuous places, setting forth the provisions of this nondiscrimination clause. The Contractor understands that violation of this provision shall be cause for immediate termination of this Contract and the Contractor may be barred from performing any services or work for the City in the future unless the Contractor demonstrates to the satisfaction of the City that discriminatory practices have been eliminated and that recurrence of such discriminatory practices is unlikely.

**13. The Americans with Disabilities Act.**

The Contractor shall comply, and shall require its subcontractors to comply, with the Americans with Disabilities Act of 1990, 42 U.S.C. § 12101 et seq. (ADA), and its implementing regulations, and Washington State's anti-discrimination law as contained in RCW Chapter 49.60 and its implementing regulations, with regard to the work and services provided pursuant to this Contract. The ADA provides comprehensive civil rights to individuals with disabilities in the area of employment, public accommodations, public transportation, state and local government services, and telecommunications.

**14. Compliance With Law.**

The Contractor shall perform all work and services under and pursuant to this Contract in full compliance with any and all applicable laws, rules, and regulations adopted or promulgated by any governmental agency or regulatory body, whether federal, state, local, or otherwise.

**15. Contractor's Risk of Loss.**

It is understood that the whole of the work under this Contract is to be done at the Contractor's risk, and that he has familiarized himself with all existing conditions and other contingencies likely to affect the work, and has made his bid accordingly, and that he shall assume the responsibility and risk of all loss or damage to materials or work which may arise from any cause whatsoever prior to completion.

**16. Indemnification and Hold Harmless.**

a. The Contractor shall indemnify, defend and hold the City, its elected officials, agents, officers and/or employees harmless from and against any and all claims, demands, liabilities, losses, costs, damages or expenses of any nature whatsoever (including all costs and attorneys' fees) to or by third parties arising from, resulting from or connected with the work and

services performed or to be performed under this Contract by the Contractor and/or its directors, officers, agents, employees, consultants, and/or subcontractors to the fullest extent permitted by law and subject to the limitations provided below.

b. The Contractor's duty to indemnify the City shall not apply to liability for damages arising out of bodily injury to persons or damage to property caused by or resulting from the sole negligence of the City or its elected officials, agents, officers and/or employees.

c. The Contractor's duty to indemnify the City for liability for damages arising out of bodily injury to persons or damage to property caused by or resulting from the concurrent negligence of (a) the City and/or its elected officials, agents, officers and/or employees, and (b) the Contractor and/or its directors, officers, agents, employees, consultants, and/or subcontractors, shall apply only to the extent of negligence of Contractor and/or its directors, officers, agents, employees, consultants, and/or subcontractors.

d. 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 by Contractor.

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

f. 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.

## **17. Insurance.**

The Contractor shall procure, and maintain for the duration of the Contract and for thirty (30) days after the completion date, insurance against claims for injuries to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the Contractor, their agents, representatives, employees or subcontractors, unless otherwise indicated herein. Failure by the Contractor to maintain the insurance as required shall constitute a material breach of contract upon which the City may, after giving five (5) working days' notice to the Contractor to correct the breach, immediately terminate the Contract or at its discretion, procure or renew such insurance and pay any and all premiums in connection therewith, with any sums so expended to be repaid to the City on demand, or at the sole discretion of the City, off set against funds due the Contractor from the City.

Contractor's maintenance of insurance, its scope of coverage and limits as required herein

shall not be construed to limit the liability of the Contractor to the coverage provided by such insurance, or otherwise limit the City's recourse to any remedy available at law or in equity.

a. Minimum Scope of Insurance.

The Contractor shall obtain insurance of the types described below:

- i. Automobile Liability insurance covering all owned, non-owned, hired and leased vehicles. Coverage shall be written on Insurance Services Office (ISO) form CA Automobile 00 01 or a substitute form providing equivalent liability coverage. If necessary, the policy shall be endorsed to provide contractual liability coverage. Coverage shall be at least as broad as ISO form CA 00 01.
- ii. Commercial General Liability insurance shall be at least as broad as ISO occurrence form CG 00 01 and shall cover liability arising from premises, operations, independent contractors, products-completed operations, stop gap liability, personal injury and advertising injury, and liability assumed under an insured contract. The Commercial General Liability insurance shall be endorsed to provide a per project general aggregate limit using ISO form CG 25 03 05 09 or an equivalent endorsement. There shall be no exclusion for liability arising from explosion, collapse or underground property damage. The City shall be named as an additional insured under the Contractor's Commercial General Liability insurance policy with respect to the work performed for the City using an ISO Additional Insured endorsement CG 20 10 10 01 and Additional Insured-Completed Operations endorsement CG 20 37 10 01 or substitute endorsements providing at least as broad coverage.
- iii. Workers' Compensation coverage as required by the Industrial Insurance laws of the State of Washington.

b. Minimum Amounts of Insurance.

The Contractor shall maintain the following insurance limits:

- i. Automobile Liability insurance with a minimum combined single limit for bodily injury and property damage of \$1,000,000 per accident.
  - ii. Commercial General Liability insurance shall be written with limits no less than \$1,000,000 each occurrence, \$2,000,000 general aggregate and a \$2,000,000 products-completed operations aggregate limit.
- c. Other Insurance Provisions.

The insurance policies are to contain, or be endorsed to contain, the following provisions for Automobile Liability and Commercial General Liability insurance.

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

- d. Acceptability of Insurers.

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

- e. Verification of Coverage.

The Contractor shall furnish the City with original certificates and a copy of the amendatory endorsements, including but not necessarily limited to the additional insured endorsement, evidencing the Automobile Liability and Commercial General Liability insurance of the Contractor before commencement of the work. Throughout the term of this Contract, the Contractor shall provide the City with proof of insurance upon request by the City. Upon request by City, the Contractor shall furnish certified copies of all required insurance policies, including endorsements, required in this contract and evidence of all subcontractors' coverage.

- f. Contractor's Insurance for Other Losses.

The Contractor shall assume full responsibility for all loss or damage from any cause whatsoever to any tools, Contractor's employee owned tools, machinery, equipment, or motor vehicles owned or rented by the Contractor, or the Contractor's agents, suppliers or subcontractors as well as to any temporary structures, scaffolding and protective fences.

- g. Subcontractors.

The Contractor shall cause each and every Subcontractor to provide insurance coverage that complies with all applicable requirements of the Contractor-provided insurance as set forth herein, except the Contractor shall have sole responsibility for determining the limits of coverage required to be obtained by Subcontractors. The Contractor shall ensure that the City is an additional insured on each and every Subcontractor's Commercial General Liability insurance policy using an endorsement at least as broad as ISO Additional Insured endorsement CGT 20 38 04 13.

- h. Waiver of Subrogation.

The Contractor and the City waive all rights against each other, any of their subcontractors, lower tier subcontractors, agents and employees, each of the other, for damages caused by fire or other perils to the extent covered by other property insurance obtained pursuant to the Insurance Requirements Section of this Contract or other property insurance applicable to the work. The policies shall provide such waivers by endorsement or otherwise.

- i. Notice of Cancellation of Insurance.

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.

j. Failure to Maintain Insurance.

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

**18. Assignment and Subcontractors.**

a. The Contractor shall not assign this Contract or any interest herein, nor any money due to or to become due hereunder, without first obtaining the written consent of the City.

b. The Contractor shall not subcontract any part of the services to be performed hereunder without first obtaining the consent of the City and complying with the provisions of this section.

c. In the event the Contractor does assign this Contract or employ any subcontractor, the Contractor agrees to bind in writing every assignee and subcontractor to the applicable terms and conditions of the Contract documents.

d. The Contractor shall, before commencing any work, notify the City in writing of the names of any proposed subcontractors. The Contractor shall not employ any subcontractor or other person or organization (including those who are to furnish the principal items or materials or equipment), whether initially or as a substitute, against whom the City may have reasonable objection. Each subcontractor or other person or organization shall be identified in writing to the City by the Contractor prior to the date this Contract is signed by the Contractor. Acceptance of any subcontractor or assignee by the City shall not constitute a waiver of any right of the City to reject defective work or work not in conformance with the contract documents. If the City, at any time, has reasonable objection to a subcontractor or assignee, the Contractor shall submit an acceptable substitute.

e. The Contractor shall be fully responsible for all acts and omissions of its assignees, subcontractors and of persons and organization directly or indirectly employed by it and of persons and organizations for whose acts any of them may be liable to the same extent that it is responsible for the acts and omissions of persons directly employed by it.

f. The Contract does not and shall not create or be construed to create any relationship, contractual or otherwise, between the City and any subcontractor or assignee. Nothing in the Contract shall create any obligation on the part of the City to pay or to assure payment of any monies due any subcontractor or assignee.

**19. City Confidences.**

The Contractor agrees to and will keep in strict confidence, and will not disclose, communicate or advertise to third parties without specific prior written consent from the City in each instance, the confidences of the City or any information regarding the City or services provided to the City. The Contractor will insure that each of its employees are aware of this covenant, and each employee agrees to keep City information confidential.

**20. Severability.**

a. 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.

b. 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.

**21. Integration and Supersession.**

This Contract sets forth all of the terms, conditions, and Contracts of the parties relative to the Project, and supersedes any and all such former Contracts which are hereby declared terminated and of no further force and effect upon the execution and delivery hereof. There are no terms, conditions, or Contracts with respect thereto except as provided herein, and no amendment or modification of this Contract shall be effective unless reduced to writing and executed by the parties. In the event of any conflicts or inconsistencies between this Contract and the Declaration, the terms of this Contract shall control in all cases.

**22. Non-Waiver.**

A waiver by either party hereto or a breach of 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 Contract, 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 Contract, covenant, condition or right.

**23. Survival.**

Any provision of this Contract which imposes an obligation after termination or expiration of this Contract shall survive the term or expiration of this Contract and shall be binding on the parties to this Contract.

**24. Contract Representatives and Notices.**

This Contract shall be administered for the City by the City Clerk, and shall be administered for the Contractor by the Contractor's Contract Representative, Mark Gipson. Unless stated otherwise herein, all notices and demands shall be in writing and sent or hand-delivered to the parties at their addresses as follows:

To City:

City of Lake Stevens  
City Clerk  
1812 Main Street, P.O. Box 257  
Lake Stevens, WA 98258-0257  
425-334-1012

To Contractor:

Advantage Building Services  
Attn: Bogdan Pankevich, Partner  
632 107<sup>th</sup> Place SE  
Everett, W 98208  
425-346-1660  
dan@abservices.us

or to such addresses as the parties may hereafter designate in writing. Notices and/or demands shall be sent by registered or certified mail, postage prepaid, or hand-delivered. Such notices shall be deemed effective when mailed or hand-delivered at the addresses specified above.

**25. Third Parties.**

The City and Contractor are the only parties to this Contract and are the only parties entitled to enforce its terms. Nothing in this Contract gives, is intended to give, or shall be construed to give or provide, any right or benefit, whether directly or indirectly or otherwise, to third persons.

**26. Governing Law.**

This Contract shall be governed by and construed in accordance with the laws of the State of Washington.

**27. Venue.**

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

**28. Attorney Fees**

Should either the City or the Contractor commence any legal action relating to the provisions of this Contract or the enforcement thereof, the prevailing party shall be awarded judgment for all costs of litigation including, but not limited to, costs, expert witnesses fees, and reasonable attorney fees.

**29. Authority**

The person executing this Contract on behalf of Contractor represents and warrants that he or she has been fully authorized by Contractor to execute this Contract on its behalf and to legally bind Contractor to all the terms, performances and provisions of this Contract. The person executing this Contract on behalf of the City represents and warrants that he or she has been fully authorized by the City to execute this Contract on its behalf and to legally bind the City to all the terms, performances and provisions of this Contract.

**30. 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.

**IN WITNESS WHEREOF**, the parties hereto have caused this Contract to be executed the day and year first hereinabove written.

CITY OF LAKE STEVENS

ADVANTAGE BUILDING SERVICES

By: \_\_\_\_\_  
John Spencer, Mayor

By: \_\_\_\_\_

\_\_\_\_\_  
*Print Name*

\_\_\_\_\_  
*Title*

Approved as to Form:

\_\_\_\_\_  
Grant K. Weed, City Attorney

Acknowledgement of Waiver of Contractor's Industrial Insurance Immunity:

\_\_\_\_\_  
City Signature

\_\_\_\_\_  
Contractor Signature

## EXHIBIT A

### SCOPE OF SERVICES

Work performed under this scope of services shall follow industry acceptable standards (OSHA, CIMS). In services the contractor is to provide transportation, labor, equipment, and cleaning chemicals. The City provides the paper products (towels, toilet paper, and seat protection), hand soap, air fresheners, and trash can liners.

#### BASE SERVICE

##### **City Hall & Permit Center & Community Center**

Services to be performed 1 time per week (weekend)

- Clean restrooms
- Clean and sanitize toilets
- Wash hard surface floor
- Clean sink and counter
- Restock paper products
- Refill soap dispensers
- Clean mirrors
- Empty waste receptacles in City's dumpster and reline all receptacles
- Empty recycle receptacles in City's recycle container
- Vacuum carpet areas
- Clean entrance door glass area inside and out

Services to be performed 1 time per month (weekend)

- Vacuum and mop hard floors
- Dust blinds
- Vacuum and dust heater vents
- Dust and clean window sills and frames, shelve tops, and cabinet tops

##### **Police Station**

Services to be performed 2 times per week (Thursday and Sunday evenings)

- Clean restrooms
- Clean and sanitize toilets and urinal
- Clean sink, counter, garbage cans
- Restock paper products
- Refill soap dispensers
- Clean mirrors
- Empty waste receptacles in City's dumpster and reline all receptacles
- Empty recycle receptacles in City's recycle container
- Vacuum carpet areas
- Vacuum, sweep, and mop hard floor areas as necessary.

- Clean entrance door glass area inside and out
- Clean glass window at both lobby service counters.

Services to be performed 1 time per month (Sunday evening)

- Vacuum and mop hard all floors
- Dust blinds
- Vacuum and dust heater vents
- Dust window frames, shelve tops, and cabinet tops
- Vacuum upholstered furniture in reception area

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### End of Base Proposal

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### **OPTIONAL SERVICES**

The following are optional services to be provided upon request by the City. Extra services shall be requested at least 24 hours in advance by and shall be provided by the Contractor on an occasional special request basis. Any such services performed shall be billed to the City as a separate additional itemized charge on the Contractor's monthly invoice.

#### **City Hall & Permit Center**

- Carpet shampoo cleaning
- Clean windows
- Hard floor waxing
- Deep clean furniture

#### **Police Station**

- Carpet cleaning entire facility
- Carpet cleaning in common areas
- Clean windows
- Hard floor stripping and waxing
- Deep clean furniture

#### **Community Center**

- Carpet shampoo cleaning
- Clean windows
- Hard floor waxing
- Restroom cleaning

#### **Special Events**

- Restroom Cleaning

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## **SERVICE PROVIDER'S EMPLOYEES**

Employees of the service provider:

1. Shall not be employees of the City.
2. Are not to disturb papers on desks, open drawers, cabinets, files, or table tops, or book cases.
3. Shall not use any equipment such as computers, appliances, telephones, copiers, or printers.
4. Nothing shall be removed from workspace areas without specific instructions.
5. Removal of material from a City facility shall be only that material contained within a waste or recycle receptacle except for the cleaning of the restrooms in the Community Center which can include debris and water left on the floor.
6. Must have successfully past a Police background check prior to being allowed into a City facility (The City shall be notified when a new employee is being proposed by the service provider so that a Police background check can be completed).
7. Are subject to a background investigation by the City of Lake Stevens Police Department.
8. Temporary Employees – Background Checks: The Contractor shall not hire temporary-type employees hired on the spot through an employment agency or otherwise that have not been properly trained. In no event shall any hires be made without proper background checks being conducted.
9. City reserves the right to reject any service provider's employee.

**EXHIBIT B**

**RECEIVED**  
 DEC 22 2015  
 CITY OF LAKE STEVENS

*Advantage*

**BID PROPOSAL - 2016 Janitorial Services**  
**BASE SERVICES**

The services to be provided under this Base Proposal are those as described in the document under Scope of Services - Base Proposal.

	<u>Monthly Rate</u> Including Sales Tax
City Hall (including annex out building)	\$160.00
Community Center	\$120.00
Permit Center	\$120.00
Police Station	\$315.00
<b>TOTAL MONTHLY RATE FOR BASE SERVICES</b> including WSST	<b>\$715.00</b>



**OPTIONAL SERVICES**

The following are optional services to be provided upon request by the City. The cost shown is PER each request for service.

	<u>Per Request Rate</u> Including Sales Tax
<b>City Hall &amp; Permit Center (includes both facilities in Rate)</b>	
Carpet shampoo cleaning	\$375.00
Clean windows	\$225.00
Hard floor waxing	\$225.00
Deep clean furniture	\$350.00
<b>Police Station</b>	
Carpet cleaning entire facility	\$350.00
Carpet cleaning in common areas	\$200.00
Clean windows	\$125.00
Hard floor stripping and waxing	\$250.00
Deep clean furniture	\$175.00
<b>Community Center</b>	
Carpet shampoo cleaning	\$250.00
Clean windows	\$125.00
Hard floor waxing	\$150.00
Restroom cleaning	\$50.00
<b>Special Event</b>	
Minimum charge \$	\$75.00

Per hour rate thereafter \$

\$30.00

If awarded this bid, I will be able complete the installation by the date listed in this document.

Company: Advantage Building Services

Email: dan@abservices.us

Address: 632 107<sup>th</sup> Place SE

City: Everett

Zip: 98208

Signature: \_\_\_\_\_

Date: 12/15/2015

Print Name: Bogdan Pankevich

Phone: 425-355-9287

Bid Proposal must be provided to the City by **4:00 PM** on **12/23/2015**, late submittals will not be accepted. Email, FAX and mailed bids will be accepted using the following methods:

Email: Amanda Wells at awells@lakestevenswa.gov

FAX: (425) 212-3328 attn. Amanda Wells

Mail: 1812 Main Street P.O. Box 257, Lake Stevens, WA 98258 attn. Amanda Wells

The successful bidder will be required to execute a contract substantially in the form attached as Attachment



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LAKE STEVENS CITY COUNCIL

## STAFF REPORT

Council Agenda Date: January 25, 2016

**Subject:** Final Plat – Dunroven Ranch (LUA2015-0123)

**Contact Person/Department:** Stacie Pratschner/Planning & Development **Budget Impact:** None

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### RECOMMENDATION(S)/ACTION REQUESTED OF COUNCIL:

1. **ACTION:** Hold a public meeting pursuant to LSMC 14.18.035(a); and
2. **MOTION:** Accept the Dunroven Ranch subdivision and associated right-of-way dedication (LUA2015-0123) by motion.

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**SUMMARY:** Public meeting and City Council acceptance of the final plat of Dunroven Ranch – a proposed 16-lot subdivision on 4.33 acres.

**BACKGROUND:** Final Plats are Type V Quasi-Judicial decisions per Table 14.16A-I LSMC. City Council accepts final plats, following a public meeting and dedication of right-of-way, when the subdivision's proponent has met municipal requirements for preliminary plats (Chapter 14.18 LSMC), completed applicable conditions of approval and met the requirements of Chapter 58.17 RCW.

Snohomish County issued a SEPA Determination of Non-Significance for the project on December 9, 2008, and later approved the preliminary subdivision on February 18, 2009. The city annexed the property in 2010 and issued construction plan approval for the subdivision in 2014. The project proponent, Mr. Chris Hemingson of Hillcrest Construction, Inc., was granted a plat alteration on July 17, 2015 to subdivide the two (2) future Development Tracts into four (4) lots, bringing the total lot count of the Dunroven Ranch Subdivision to sixteen (16). The proponent submitted an application for Final Plat approval on December 29, 2015. The city issued a Notice of Application and Public Meeting for the final subdivision on January 7, 2016.

Planning and Community Development have prepared a final plat recommendation for City Council's review and consideration along with the final plat map. Staff concludes the final subdivision meets the requirements of the Lake Stevens Municipal Code, conditions of approval and the requirements of Chapter 58.17 RCW (Subdivisions-Dedications). Staff recommends Council approve the final plat and accept the right-of-way dedications.

### RECOMMENDATION & CONDITIONS:

The Planning and Community Development Department recommends **APPROVAL**, of the Final Plat for Dunroven Ranch along with dedication of right-of-way as shown, subject to the listed conditions:

1. The proponent or successor shall record the approved subdivision (final plat) as depicted in the Attachment – all recording fees shall be the obligation of the subdivision proponent.
2. The proponent or successor shall provide conformed copies of the approved final plat to the city of Lake Stevens after recording with Snohomish County.
3. The proponent or successor must comply with any federal, state, or local statutes, ordinances, or regulations applicable to this project. Failure to meet or maintain strict compliance with these regulations and conditions shall be grounds for revocation of this permit.

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**APPLICABLE CITY POLICIES:** Chapter 14.18 LSMC - Subdivisions, Boundary Line Adjustments and Binding Site Plans and Chapter 14.16B LSMC – Types of Land Use Review.

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**BUDGET IMPACT:** None at the time of subdivision; however, the city will collect impact fees for schools, parks, and traffic when building permits are issued.

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**ATTACHMENTS:** Attachment 1 - Final Plat Recommendation with exhibits



## Planning and Community Development Type V Permit: Final Plat

Dunroven Ranch Final Plat

LUA2015-0123

### A. PROJECT DESCRIPTION AND REQUEST

Final plat application for the Dunroven Ranch Subdivision, a proposed sixteen (16) lot subdivision in the Urban Residential zoning district, received December 29, 2015 (**Exhibit A**). Snohomish County approved the preliminary subdivision (originally proposed as twelve (12) lots with two (2) future Development Tracts) on February 18, 2009 after an open record hearing and issuance of an environmental determination of non-significance (**Exhibit B**). The City annexed the property in 2010 and issued construction plan approval for the 12-lot subdivision pursuant to file number LUA2014-0022. The project proponent, Mr. Chris Hemingson of Hillcrest Construction, Inc., was granted a plat alteration on July 17, 2015 to subdivide the two (2) future Development Tracts into four (4) lots, bringing the total lot count of the Dunroven Ranch Subdivision to sixteen (16) (**Exhibit C**).

The city of Lake Stevens approved a revised stormwater report to account for the four (4) new lots on January 14, 2016. The proponent has met the requirements for final plat approval and has installed required improvements and provided necessary financial securities before recording. Along with the final plat approval, the proponent will dedicate rights-of-way (new roads) to the city of Lake Stevens.

Pursuant to Table 14.16A-II LSMC and LSMC 14.18.035, final plats for long subdivisions are Type V permits subject to public noticing and are to be approved by City Council following a public meeting. Final plats shall be approved if it is found that the requirements of preliminary plat, including applicable conditions of approval, have been met, and the requirements of Chapter 58.17 RCW have been met.

### B. GENERAL INFORMATION

1. Property Owner: Chris Hemingson, Hillcrest Construction Inc.
2. Contact Person: Sunshine Kapus, Gamut360 Holdings, LLC
3. Property Address: 8332 8<sup>th</sup> Street SE, Lake Stevens, WA 98258
4. Parcel Number: 00431400500402
5. Acreage: 4.33 acres
6. Comprehensive Plan Land Use Designations, Zoning Designation and Existing Land Uses of the Site and Surrounding Area:

AREA	LAND USE DESIGNATION	ZONING	EXISTING USE
Project Site	Medium Density Residential	Urban Residential	One Single Family Residence
North of Site	Medium Density Residential	Urban Residential	Single Family Residential
East of Site	Medium Density Residential	Urban Residential	Non-Residential Structure
South of Site	Medium Density Residential	Urban Residential	Single Family Residential

West of Site	Medium Density Residential	Urban Residential	Single Family Residential
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7. Public Utilities and Services Provided by:

UTILITY	PROVIDER	UTILITY	PROVIDER
Water:	Snohomish County PUD	Gas:	Puget Sound Energy
Sewer:	Lake Stevens Sewer District	Cable TV:	Comcast
Garbage:	Allied Waste/Waste Management	Police:	City of Lake Stevens
Storm Water:	City of Lake Stevens	Fire:	Lake Stevens Fire District
Telephone:	Verizon	School:	Lake Stevens School District
Electricity:	Snohomish County PUD	Hospital:	Providence Hospital

**C. PUBLIC NOTIFICATION (Exhibit D)**

1. The combined Notice of Application and Public Meeting was published in the Everett Herald on January 7, 2016.
2. The combined Notice of Application and Public Meeting was mailed to property owners within 300 feet of the site on January 7, 2016.
3. The combined Notice of Application and Public Meeting was posted to the subject property, at the city campus, and on the city website on or around January 7, 2016.
4. City staff did not receive any comments from the public concerning this project.

**D. ENVIRONMENTAL REVIEW**

Snohomish County issued a SEPA Determination of Non-Significance for the project on December 9, 2008 (Exhibit B).

**E. FINDINGS OF FACT**

1. Application Process: The city of Lake Stevens received a final plat application on December 29, 2015 (Exhibit A) associated materials (e.g., title report, closing calculations and a plat name reservation certificate) and a final plat map (Exhibit E) for the Dunroven Ranch Subdivision. City staff issued a Notice of Application and Public Meeting for the project on January 7, 2016 (Exhibit D). City staff mailed the notice to property owners within 300 feet, posted the subject property, posted at the city campus and on the city website, and posted the notice in the Everett Herald on or around January 7, 2016. At the time that this staff report was prepared, no comments have been received.

This staff report meets the requirements of LSMC 14.16B.535 as the written recommendation to the City Council for decision.

2. Density and Dimensional Standards: Density and dimensional standard review was completed during preliminary plat approval by Snohomish County and subsequent minor revisions by the city. The city has confirmed the proposed final plat complies with the preliminary plat approval and the plat alteration approval. No encroachments have been identified by the city during review.

3. Stormwater Management: Stormwater impacts were reviewed during preliminary plat approval and construction plan approval. A revised stormwater report was submitted to city staff pursuant to the approval of a plat alteration (LUA2015-0036). City staff has reviewed and inspected or will review and inspect all required stormwater improvements prior to recording.
4. Traffic Impacts: Snohomish County reviewed the initial traffic impacts for this project during preliminary plat approval. As the city of Lake Stevens is now the permitting authority and responsible for determining consistency with prior land use decisions and verifying concurrency, the Planning and Community Director and Public Works Director have determined that payment of traffic impact fees will be paid under the city's traffic impact fee program per Chapter 14.120 LSMC and will fulfill the intent of the Hearing Examiner's Condition.
5. Public Roads and Frontage Improvements: Access to new lots within the subdivision will be from a new public road, constructed to applicable Snohomish County standards and dedicated to the City of Lake Stevens. The new road and required frontage improvements will be constructed to the approved plans pursuant to a Completion Bond secured by the applicant.
6. Utilities: Public utilities have been installed to serve all of the proposed lots in the proposed subdivision. The Snohomish County PUD (water and electricity) and the Lake Stevens Sewer District will grant approval for the utility improvements prior to recording.
7. Fire Department Review: The Fire Marshall for the Lake Stevens Fire District has reviewed the proposed subdivision and approved the design as shown on the final plat drawings.
8. Impact Fees: Impact fees for schools, parks and traffic are required for the lots in the proposed subdivision and were defined in the preliminary plat approval or as revised and shall be collected at the time of building permit issuance. All sixteen lots will be subject to the City's traffic impact fees pursuant to E.4. (above). The four additional lots approved pursuant to LUA2015-0036 shall be subject to the City's adopted school impact fees and park impact fees (in addition to the City's traffic impact fees) in effect at the time of building permit application and shall be paid at the time of building permit issuance.

#### **F. CONCLUSIONS**

1. The city has confirmed that all required improvements for subdivision approval have been installed or have been bonded as approved by the Public Works Director and the Director of Planning and Community Development.
2. The proposed subdivision documents submitted to the city of Lake Stevens meet all requirements of the Preliminary Plat Approval issued by Snohomish County and the city's standards for Final Plat Approval.
3. The subdivision, as proposed, is consistent with all applicable requirements, permit processing procedures, and other applicable codes.

#### **G. RECOMMENDATION & CONDITIONS**

The Planning and Community Development Department recommends **APPROVAL**, of the Final Plat for Dunroven Ranch, along with dedication of right-of-way as shown, **subject to the listed conditions**:

1. The proponent or successor shall record the approved subdivision (final plat) as depicted in **Exhibit E** – all recording fees shall be the obligation of the subdivision proponent.

2. The proponent or successor shall provide conformed copies of the approved final plat to the city of Lake Stevens after recording with Snohomish County.
3. The proponent or successor must comply with any federal, state, or local statutes, ordinances, or regulations applicable to this project. Failure to meet or maintain strict compliance with these regulations and conditions shall be grounds for revocation of this permit.

**H. APPEALS**

Per LSMC 14.16B.740, to appeal the Council's decision interested parties must file an appeal application, with all required fees, within 14 days of the date of issuance of this permit. An appeal of this decision would be heard by the Snohomish County Superior Court.

**I. EXHIBITS**

- A. Final Plat Application, received on December 29, 2015
- B. Snohomish County Preliminary Approval, issued on February 18, 2009
- C. Dunroven Ranch Plat Alteration, issued on July 17, 2015
- D. Affidavit of Public Notice
- E. Final Plat Map



1.20.2016

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Stacie Pratschner, *Senior Planner*

Date

Distributed to the Following Parties:

1. Lake Stevens City Council
2. Mr. Chris Hemingson, Applicant
3. Ms. Sunshine Kapus, Primary Contact



DEC 29 2015  
**Exhibit A**

**Planning and Community Development**  
 1812 Main Street, P O Box 257  
 Lake Stevens WA 98258  
 Phone Number (425) 377-3235

**To Be Completed By Staff**

Date of Application: 12-29-15  
 Staff Initials: AM  
 Permit Number: LUA2015-0123

**TYPE IV, V AND VI - COUNCIL DECISIONS  
 LAND USE DEVELOPMENT APPLICATION**

CHECK ONE		
<p><b>TYPE IV – Quasi-judicial</b></p> <p><input type="checkbox"/> Essential Public Facility</p> <p><input type="checkbox"/> Planned Neighborhood Development</p> <p><input type="checkbox"/> Rezone – Site Specific Zoning Map Amendment</p> <p><input type="checkbox"/> Secure Community Transition Facility</p> <p><input type="checkbox"/> Type IV Other: _____</p>	<p><b>TYPE V – Quasi-judicial</b></p> <p><input type="checkbox"/> Final Plats</p> <p><input type="checkbox"/> Plat Alterations</p> <p><input type="checkbox"/> Plat Vacations</p> <p><input type="checkbox"/> Right-of-Way Vacations</p> <p><input type="checkbox"/> Type V Other: _____</p>	<p><b>TYPE VI – Legislative</b></p> <p><input type="checkbox"/> Comprehensive Plan Amendment, Map and Text</p> <p><input type="checkbox"/> Development Agreements</p> <p><input type="checkbox"/> Land Use Code Amendments</p> <p><input type="checkbox"/> Rezones – Area Wide Zoning Map Amendments</p> <p><input type="checkbox"/> Type VI Other: _____</p>

ARE ANY LOWER LEVEL PERMITS REQUIRED? Yes  No  Describe: \_\_\_\_\_

<b>Property Information</b>	Site Address: <u>8332 8th St SE Lake Stevens</u>			
	Assessor Parcel No: <u>004314000002</u>	Area of property	Square Feet:	Acres: <u>2.77</u>
	Land Use Designation:		Zoning: <u>R7200</u>	
	Number of Buildings on Site/: <u>2</u>		Number to be Retained: <u>2</u>	
	Existing Impervious Surface Area:		Proposed Impervious Surface Area:	
<b>Applicant</b>	Name/Company: <u>Hillcrest Contracting Inc., Chris Hemingson</u>			
	Address: <u>8332 8th St SE</u>		City/State/Zip: <u>Lake Stevens WA</u>	
	Phone: <u>425 754-5330</u>		Applicants relationship to owner: <u>owner</u>	
	Fax:		Email: <u>hemico1@gmail.com</u>	
<b>Primary Contact</b>	Name/Company: <u>Sunshine Kops Gamut360 Holding LLC</u>			
	Address: <u>3726 Broadway</u>		City/State/Zip: <u>Everett WA 98201</u>	
	Phone: <u>425 212 2110 Ste 301 x 302</u>		Email: <u>Sunshine@gamut360.com</u>	
	Fax:			

<b>Property Owner</b>	Name/Company: <i>Same as applied.</i>				
	Address:		City/State/Zip:		
	Phone:		Email:		
	Fax:				
<b>Project Description</b>	Grading Quantities		Cut:		Fill:
	Proposed project/land use (attach additional sheets if necessary):				
	<i>Property development complete. Application for final plat approved.</i>				
<b>Building Information</b>	Gross Floor Area of Existing and Proposed Buildings:				
	Bldg 1:	Bldg: 2	Bldg 3:	Bldg 4:	Bldg 5:
	Gross Floor Area by Use of Buildings (please describe use as well as floor area):				
	Use 1:				
	Use 2:				
	Use3:				
	Use4:				

**You may not begin any activity** based on this application until a decision, including the resolution of any appeal, has been made. Conditions or restrictions may be placed on your permit if it is approved. After the City has acted on your application, you will receive notice of the outcome. If an appeal is filed, you may not begin any work until the appeal is settled. You may also need approvals from other agencies; please check this before beginning any activity.

This application expires 180 days after the last date that additional information is requested (LSMC 14316A.245)

If you suspect that your site contains a stream or wetland or is adjacent to a lake, you may need a permit from the state or federal government.

I DECLARE UNDER PENALTY OF THE PERJURY LAWS THAT THE INFORMATION I HAVE PROVIDED ON THIS APPLICATION IS TRUE, CORRECT AND COMPLETE.

\_\_\_\_\_  
 Signature of Property Owner/Agent

*B December 29, 2015*  
 Date of Application

By affixing my signature I certify that I am the legal owner of the property for which this application is issued or an authorized agent of the owner.

DEC 29 2015



**Planning and Community Development**  
1812 Main Street, P O Box 257  
Lake Stevens WA 98258  
Phone Number (425) 377-3235

**To be completed by staff**

Date of Application: \_\_\_\_\_  
Staff Initials: AM  
Permit Number: LA2015-0123

**STATEMENT OF OWNERSHIP/APPLICANT AUTHORITY**

I certify or declare under penalty of perjury under the laws of the state of Washington that:

1. This application is authorized by the all the land owners with authority to bind the land/property;
2. That the developer is operating under the landowner's authority;
3. That the developer and/or landowner is either an individual or a duly formed and qualified corporation, partnership, or other legal entity; and
4. That the person signing all applications or other legal documents is authorized by the legal entity and/or landowner to do so; and
5. That the application and submittals are true and correct to the best of my information.

**Applicant**

Signature: \_\_\_\_\_  
Name: Hillcrest Contracting, Inc  
Address: 8332 8th St SE  
Lake Stevens, WA  
Phone: 425 754-5330  
Email address: hemico/p@gmail.com

**Property Owner(s)**

Signature: \_\_\_\_\_  
Name: Hillcrest Contracting, Inc  
Address: 8332 8th St SE  
Lake Stevens, WA  
Phone: 425 754-5330  
Email address: hemico/p@gmail.com

Signature: \_\_\_\_\_  
Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
Phone: \_\_\_\_\_  
Email address: \_\_\_\_\_

## Exhibit B

### DECISION of the SNOHOMISH COUNTY HEARING EXAMINER

DATE OF DECISION: February 18, 2009

PLAT/PROJECT NAME: **DUNROVEN RANCH**

APPLICANT/  
LANDOWNER: Bill Porter

FILE NO.: 06 133489 SD

TYPE OF REQUEST: 12-lot Subdivision with two future development tracts on approximately 4.33 acres, utilizing lot size averaging.

DECISION (SUMMARY): **APPROVE WITH PRECONDITION AND CONDITIONS**

#### BASIC INFORMATION

GENERAL LOCATION: 8332 8<sup>th</sup> Street SE, Everett (at the southeast corner of 83<sup>rd</sup> Avenue SE and 8<sup>th</sup> Street SE, in Section 24, Township 29 North, Range 5 East, W.M., Snohomish County, Washington).

ACREAGE: 4.33 acres

NUMBER OF LOTS: 12

AVERAGE LOT SIZE: 6,929 square feet

MINIMUM LOT SIZE: 3,895 square feet

DENSITY: 2.77 du/ac (gross)  
6.28 du/ac (net)

ZONING: R-7,200

COMPREHENSIVE PLAN DESIGNATION:  
General Policy Plan Designation: Urban Low Density Residential (6 du/ac Lake Stevens only)

UTILITIES:  
Water: Snohomish County PUD No. 1  
Sewer: Lake Stevens Sewer District

SCHOOL DISTRICT: Lake Stevens No. 4

FIRE DISTRICT: No. 8

STAFF RECOMMENDATION: Approve with Conditions

### **INTRODUCTION**

The applicant filed the Master Application on February 2, 2007. (Exhibit A1)

The Department of Planning and Development Services (PDS) gave proper public notice of the open record hearing as required by the county code. Exhibit F1 (Affidavit of Mailing); Exhibit F2 (Affidavit of Notification by Publication); Exhibit F3 (Posting Verification).

A SEPA determination was made on December 9, 2008. (Exhibit E2) No appeal was filed.

The Examiner held an open record hearing on February 4, 2009. Witnesses were sworn, testimony was presented, and exhibits were entered at the hearing.

1. Representing PDS was Monica McLaughlin, Senior Planner, Ann Goetz, Engineer, and Jack Hurley, Engineer.
2. The applicant, Bill Porter, was represented by Jeff Tapert.

**NOTE:** The oral transcript is hereby made a part of the record in this matter. For a full and complete record, a verbatim recording of the hearing is available in the Office of the Hearing Examiner.

### **FINDINGS OF FACT**

Based on all of the evidence of record, the following findings of fact are entered.

1. The master list of exhibits and witnesses which is a part of this file and which exhibits were considered by the Examiner, is hereby made a part of this file as if set forth in full herein.
2. Summary of Proposal: The applicant is requesting approval of a 12-lot subdivision with two future development tracts, utilizing the lot size averaging provisions of SCC 30.23.210. An existing house on the 4.33 acre property will be retained on one of the proposed lots, with the remainder developed with new single-family homes. The project will involve construction of a new public cul de sac road within the development which will intersect with 8<sup>th</sup> Street SE. This new road will provide access to all of the lots. Also associated with the proposal is installation of a stormwater management system incorporating an underground detention vault, utilities, and right of way improvements consisting of curb, gutter, and sidewalk along the development's road frontages. Two on-site wetlands will be preserved and placed within Native Growth Protection Area (NGPA) tracts. Water service is to be provided by the Snohomish County PUD No. 1 and sewer service is to be provided by the Lake Stevens Sewer District.

3. Project Chronology/Background: The subject land use application was submitted to Planning and Development Services (PDS) on February 2, 2007, and was determined to be complete, as of the date of submittal, on March 2, 2007. In response to review comments by the county on March 29, 2007, November 21, 2007 and December 8, 2008, the applicant submitted revised review materials on October 23, 2007, October 8, 2008 and December 10, 2008, respectively. As of the date of the hearing, 131 days of the 120-day review period will have elapsed. As per SCC 30.70.110(5), the applicant was notified that the decision of the Hearing Examiner will be rendered outside of the usual 120-day review period.
4. Site Description: The "L" shaped site is 4.33 acres in size and is located at the southeast corner of 83<sup>rd</sup> Avenue SE and 8<sup>th</sup> Street SE, approximately ½ mile west SR-9. A single-family residence and outbuildings occupy the property. The bulk of the property is vegetated with pasture grass; with a few trees and shrubs scattered around the site. There are two wetlands on the property, one located adjacent to the south property line and one in the northeast corner of the site. The topography of the site slopes gently down towards the west.
5. Adjacent Zoning/Uses: The subject and surrounding properties are all zoned R-7,200 and are developed with single-family uses.

**B. Issues of Concern.**

No public comment letters have been received in this file, nor was any public testimony taken at the hearing regarding the proposed development. The Examiner has not noted any issues of concern.

**C. Compliance with Codes and Policies.**

6. Parks Mitigation. The proposal is within Centennial Park Service Area No. 306 and is subject to Chapter 30.66A SCC, which requires payment of \$1,361.22 per each new single-family residential unit, to be paid either prior to plat recording or prior to building permit issuance for each unit. Such payment or contribution of in-kind mitigation is acceptable mitigation for parks and recreation impacts in accordance with county policies.
7. Traffic Mitigation and Road Design Standards (Title 13 SCC & Chapter 30.66B SCC). PDS Traffic has reviewed the proposal for compliance with Title 13 and Chapter 30.66B of Snohomish County Code, Snohomish County Engineering Design and Development Standards (EDDS), and the appropriate policies and procedures.

**A. Road System Capacity**

A development must mitigate its impact upon the future capacity of the road system by paying a road system impact fee reasonably related to the impacts of the development on arterial roads located in the same transportation service area as the development, at the rate identified in SCC 30.66B.330 for the type and location of the proposed development.

The impact fee for this proposal is based on the new average daily trips (ADT) generated by 11 new homes, which is 9.57 ADT/home. This rate comes from the 7<sup>th</sup> Edition of the ITE Trip Generation Report (Land Use Code 210). The development will generate 105.27 new ADT and has a road system capacity impact fee of \$38,318.28 (\$3,483.48 per lot), based on \$364.00/ADT. This impact fee must be paid proportionately, prior to issuance of each building permit. Consistent with SCC 30.66B.340, payment of this road

system impact is required prior to building permit issuance, and is included as a condition at the end of this report.

The ADT has been calculated as follows: 12 lots – 1 existing home = 11 homes x 9.57 = 105.27

The PM PHT has been calculated as follows: 11 homes x 1.01 = 11.11

The AM PHT has been calculated as follows: 11 homes x 0.75 = 8.25

**B. Concurrency [SCC 30.66B.120]**

The County makes a concurrency determination for each development application to ensure that the development will not impact a county arterial unit in arrears.

The concurrency for the review of this project was based on 11 new lots. It has been determined by DPW and PDS, as required by DPW Rule 4220.045, that the impacts of the entire development (current proposal and the Future Development Tracts) will be evaluated at the time of application for development of the "Future Development Tracts". This will be stated on the face of the recorded development document.

The subject development has been evaluated for concurrency under the provisions of SCC 30.66B.120 and is concurrent as of March 23, 2007. The expiration date of the concurrency determination is six years from this date. Consistent with DPW rule 4225.070 the point in time for which the concurrency analysis is based (the concurrency vesting date) is February 2, 2007.

**C. Inadequate Road Condition (IRC) [SCC 30.66B.210]**

Regardless of the existing level of service, any development which adds three or more p.m. peak-hour trips to a location in the road system determined to have an existing inadequate road condition (IRC) at the time of imposition of mitigation requirements, or development whose traffic will cause an IRC at the time of full occupancy of the development, must eliminate the IRC.

The subject proposal will not impact any IRC locations identified at this time within TSA B with three or more of its p.m. peak hour trips, nor will it create any. Therefore, it is anticipated that mitigation will not be required with respect to inadequate road conditions and no restrictions to building permit issuance or certificate of occupancy/final inspection will be imposed under this section of Chapter 30.66B.

**D. Frontage Improvements [SCC 30.66B.410]**

All developments will be required to make frontage improvements along the parcel's frontage on any opened, constructed, and maintained public road. The required improvement shall be constructed in accordance with the EDDS, including correction of horizontal and vertical alignments, if applicable.

The subject property frontage is located along 83<sup>rd</sup> Avenue SE. Urban standard frontage improvements are required consisting of 18 feet of pavement from centerline of right-of-way, vertical curb, 5-foot planter strips, and 5-foot sidewalks. Construction of frontage improvements is required prior to recording the subdivision unless bonding of improvements is allowed by PDS, in which case construction is required prior to any occupancy of the development. The Examiner has included this requirement as a condition of preliminary plat approval.

The subject property frontage is also located along 8<sup>th</sup> Street SE. Urban standard frontage improvements are required consisting of 23 feet of pavement from centerline of right-of-way, vertical curb, 5-foot planter strips, and 5-foot sidewalks. Construction of frontage improvements is required prior to recording the subdivision unless bonding of improvements is allowed by PDS, in which case construction is required prior to any occupancy of the development. The Examiner has included the dedication of right of way as a condition of preliminary plat approval.

**E. Access and Circulation [SCC 30.66B.420]**

All developments are required to provide for access and transportation circulation in accordance with the comprehensive plan and SCC 30.66B.420, design and construct such access in accordance with the EDDS, and improve existing roads that provide access to the development in order to comply with adopted design standards, in accordance with SCC 30.66B.430.

Access is proposed via a new public road off of 8<sup>th</sup> Street SE. The new plat road has been aligned directly across from 84<sup>th</sup> Avenue SE. The new public road forms a short "T" with both legs of the "T" ending in cul-de-sacs. The design was evaluated as to the need for the future road connection to the east, and it was determined that the current design is acceptable. The subject development would not have 250 or more ADT on a dead end road system, even with the future development of Tracts 995 and 996 (adding perhaps another 6 lots at the maximum, plus the 12 lots currently proposed would be a total of 172.26 ADT) so the development would meet the provisions of EDDS 3-01 (B) 1, which specifies that a road serving more than 250 ADT shall be connected in at least two locations with another road or roads that meet the applicable standard(s) for the resulting traffic volume. In addition, the property to the east has frontage on both 8<sup>th</sup> Street SE, which is an arterial road, and on 87<sup>th</sup> Avenue SE, which is a non-arterial road; so there are other access options for the property adjacent to the east if and when it develops in the future.

The new plat road has been designed so that it intersects with 8<sup>th</sup> Street at a 90-degree angle, so it meets EDDS 3-09. Previous plans did not meet EDDS table 3-11 for spacing between an arterial road and a residential/subcollector road, which is 165 feet between 8<sup>th</sup> Street SE and the east/west road in the development (called 8<sup>th</sup> Place SE on the plans). The proposed spacing is about 150 feet. A deviation request was submitted asking approval of the proposed spacing, which was conditionally approved by DPW. As long as there are no driveways located along 84<sup>th</sup> Avenue SE, there would not be a concern about traffic conflicts caused by the shorter centerline offset. The condition of approval would be to restrict driveways on 84<sup>th</sup> Avenue SE so that access to those lots is not hampered by queuing at the stop sign at the 8<sup>th</sup> Street/84<sup>th</sup> Avenue intersection, and there would not be conflicts from vehicles pulling in and out of the driveways versus traffic turning from 8<sup>th</sup> Street and 8<sup>th</sup> Avenue.

Sight distance has been checked, and it meets the minimum requirements of EDDS; as do the vertical and horizontal curves, and road grades. The right-of-way width shown is 52 feet, which meets requirements.

The driveway for the existing home to remain on lot 9 will be eliminated, and access to the home will be from the new public plat road instead of directly off of 8<sup>th</sup> Street SE.

**F. Dedication of Right-of-Way [SCC 30.66B.510, SCC 30.66B.520]**

A development shall be required to dedicate, establish, or deed right-of-way to the county for road purposes as a condition of approval of the development, when to do so is

reasonably necessary as a direct result of a proposed development, for improvement, use or maintenance of the road system serving the development.

83<sup>rd</sup> Avenue SE is designated as a collector arterial on the County's Arterial Circulation Map. This requires a right-of-way width of 35 feet on each side of the right-of-way centerline. 20 feet of right-of-way presently exists. Therefore, 15 feet of additional right-of-way is required, which has been shown on the plans. The Examiner has included the dedication of right-of-way as a condition of preliminary plat approval.

8<sup>th</sup> Street SE is designated as a collector arterial on the County's Arterial Circulation Map. This requires a right-of-way width of 35 feet on each side of the right-of-way centerline. 20 feet of right-of-way presently exists. Therefore, 15 feet of additional right-of-way is required, which has been shown on the plans. The Examiner has included the dedication of right-of-way as a condition of preliminary plat approval.

Dedication of additional right-of-way that is tangent to the ultimate right-of-way on 8<sup>th</sup> Street SE and 83<sup>rd</sup> Avenue SE with a curve sufficient for a 35-foot radius curb return is required. The plans have identified the curb return radii on the arterial roads as 35-foot radius curb returns, which meets requirements. The Examiner has included the dedication of right-of-way as a condition of preliminary plat approval.

**G. State Highway Impacts [SCC 30.66B.710]**

When a development's road system includes a state highway, mitigation requirements will be established using the County's SEPA authority consistent with the terms of the interlocal agreement between the County and the WSDOT. This is consistent with the County's SEPA policy SCC 30.61.230(9), through which the county designates and adopts by reference the formally designated SEPA policies of other affected agencies for the exercise of the County's SEPA authority.

This development is subject to the Washington State Department of Transportation (WSDOT)/County Interlocal Agreement (ILA) which became effective on applications determined complete on or after December 21, 1997.

The impact mitigation measures under the ILA, Section IV(4.1)(b), may be accomplished through a) voluntary negotiated construction of improvements, b) voluntary negotiated payment in lieu of construction, c) transfer of land from the developer to the State, or d) a voluntary payment in the amount of \$36.00 per ADT.

A copy of a voluntary offer signed the applicant was submitted with the application for the amount of \$0.00, based on the Gibson Traffic analysis dated February 1, 2007, which states that the development will not impact any WSDOT collection projects with 3 directional trips. Comments dated February 1, 2007 (see Exhibit H1) were received from WSDOT indicating agreement with the traffic study, and no traffic mitigation was requested. Therefore, no traffic mitigation payment to WSDOT is required.

**H. Other Streets and Roads [SCC 30.66B.720]**

There are no local jurisdictions that have an interlocal agreement with the County for traffic mitigation; therefore the provisions of this section of code do not apply to this project.

**I. Transportation Demand Management (TDM) [SCC 30.66B.630]**

All new developments in the urban area shall provide transportation demand management measures. Sufficient transportation demand management measures shall be provided to indicate the potential for removing a minimum of five (5) percent of a

development's P.M. peak hour trips from the road system. This requirement shall be met by the provisions of site design requirements under SCC 30.66B.640, as applicable, except where the development proposes construction or purchase of specific offsite TDM measures or voluntary payment in lieu of site design, in accordance with SCC 30.66B.620 and 30.66B.625.

It has been determined that the cost of removing one peak hour trip from the road system is approximately \$1,500. This is based on the average cost of one stall in a park and ride lot and the average cost of one "seat" in a 15-passenger van. For a development required to provide TDM, the development's TDM obligation will equal \$1,500 times the required trip reduction percentage times the development's peak hour trip generation. [SCC 30.66B.615]

The trip reduction percentage for this development is five percent. The TDM obligation for this development is therefore equivalent to 5% of the 11.11 new PM peak hour trips x \$1,500.00 which equals \$833.25. An acceptable written offer for payment of this TDM obligation has been received. The Examiner has included this payment as a condition of preliminary plat approval.

8. Pedestrian Facilities [RCW 58.17.110]

The county is required to make findings regarding safe walking conditions for school children who may reside in the subject development. Comments dated December 7, 2007, have been received from the Lake Stevens School District (Exhibit H2) stating that the elementary and high school students would take the bus to their respective schools from the intersection of the proposed entrance to the subject development on 8<sup>th</sup> Street SE. The middle school students would walk to Lake Stevens Middle School located at 1031 91<sup>st</sup> Avenue SE. Pedestrian facilities in accordance with EDDS will be provided within the plat and along the frontage improvements on 8<sup>th</sup> Street SE. There is paved shoulder walkway or sidewalks along the remainder of 8<sup>th</sup> Street SE, and south along 91<sup>st</sup> Avenue SE to the school. The Examiner finds that adequate pedestrian facilities will be provided to allow for safe walking conditions for school children.

9. Mitigation for Impacts to Schools [Chapter 30.66C SCC]

The proposal is subject to Chapter 30.66C which requires payment of mitigation fees or comparable mitigation for each new dwelling unit to the appropriate school district. Pursuant to SCC 30.66C.100, school impact mitigation fees will be determined, according to the Base Fee Schedule in effect for the Lake Stevens School District, at the time of building permit application and collected at the time of building permit issuance for the proposed units. Credit will be given for 1 existing lot. The Examiner has included a condition of approval for inclusion within the project decision to comply with the requirements of Chapter 30.66C SCC.

10. Drainage and grading.

Drainage. The Applicant has submitted a targeted drainage plan (Exhibit B3) and supplementary drainage report (Exhibit C2) with the land use application in conformance with the regulatory provisions of Chapter 30.63A SCC, the drainage code. Rainwater runoff from the site will be collected and transported via catch basins and pipes to an underground detention vault to be constructed within Tract 999, at the southwest corner of the site. Water quality treatment will be provided via a storm filter vault. Stormwater will be released at a controlled rate into the existing drainage system on the east side of 83<sup>rd</sup> Avenue SE. The provisions of SCC 30.63A.226 apply in this drainage basin,

requiring the minimum computation standard for sizing detention facilities to be the flow duration standard. Water in this system travels north, intersects with the drainage system on the south side of 8<sup>th</sup> Street SE and then flows west towards Ebey Slough. PDS has found the targeted drainage plan and supplementary drainage report in conformance with Chapter 30.63A SCC. Prior to site development, a full drainage plan must be approved pursuant to Chapter 30.63A SCC.

Grading. Grading quantities are anticipated to be approximately 14,900 cubic yards of cut and 14,900 cubic yards of fill, primarily for road, drainage facility, and home site construction. Water quality would be controlled during construction by use of silt fences and straw bales in accordance with a Temporary Erosion and Sedimentation Control Plan (TESCP) required by Chapter 30.63A SCC, 63B SCC, and Chapter 33 UBC.

11. Critical Areas Regulations (Chapter 30.62 SCC)

PDS has reviewed the Wetland Report prepared by B & A, Inc. (Exhibit C3) submitted with the application and has determined that the project complies with county critical areas regulations (CAR). Portions of two Category 3 wetlands are found on the site in the northeast corner and along the southern property line. It is possible or probable that these two wetland areas are connected off-site to the south and east but this could not be confirmed without access to other properties. The on-site wetland areas have been historically disturbed and contain pasture grasses and reed canary grass.

PDS staff determined that the wetlands were accurately flagged in the field and were accurately categorized and depicted on the submitted site plans. The applicant has avoided the impacts to critical areas and buffers as required per SCC 30.62.365. Two on-site wetlands will be preserved and placed within Native Growth Protection Area (NGPA) tracts. The Examiner has included conditions of approval related to critical areas requirements in this decision.

12. Consistency with the GMA Comprehensive Plan.

Four elements of the Snohomish County GMA Comprehensive Plan (GMACP) were adopted pursuant to Ordinance 94-125, which became effective on July 10, 1995. These elements are: the General Policy Plan (GPP); the Transportation Element; the 1995-2000 Capital Plan; and the Comprehensive Park & Recreation Plan. The General Policy Plan has been revised since its initial adoption by a number of amendments. On December 21, 2005, effective February 1, 2006, the Council adopted Amended Ordinances 05-069 through 05-079, 05-081 through 05-085, 05-090 which amended the map and text of the Snohomish County GMA Comprehensive Plan, added rural lands to Urban Growth Areas and adopted area-wide rezones within the Urban Growth Areas of the county respectively. This application was complete after the effective date of the Amended Ordinances. Therefore, the subject application has been evaluated for consistency with the version of the GMA Comprehensive Plan, which became effective on February 1, 2006, and as revised through the completeness date of the application.

The subject property is designated as Urban Low Density Residential (6du/ac Lake Stevens UGA only) on the Future Land Use map. The Urban Low Density Residential- (6) designation “allows mostly detached housing developments on larger lot sizes in the Lake Stevens UGA. It is applied to most of the non-constrained ULDR land in the Lake Stevens UGA. Implementing zones include R-7,200 and PRD 7,200.” A rezone is not proposed with this application.

13. Zoning.

Single-family dwellings are a permitted use in the R-7,200 zone. The number of lots proposed (12) is allowed per code. The proposal meets the minimum net density requirements of SCC 30.23.020 and access requirements of SCC 30.24.052. Prior to the issuance of building permits for the proposed dwellings, PDS staff will verify that the building setbacks, building height, and lot coverage requirements outlined in SCC 30.23 will be met.

The proposal complies with the lot size averaging provisions of SCC 30.23.210, which provide that the minimum lot area of the applicable zone is deemed to have been met if the area in lots plus critical areas and their buffers and areas designated as open space or recreation uses, if any, divided by the total number of lots equals or exceeds the minimum lot area of the zone in which the property is located. In no case shall the density achieved be greater than the gross site area divided by the underlying zoning. Lots may not be less than 3,000 square feet in area, and any lot having an area less than the minimum zoning requirement must provide a minimum lot width of not less than 40 feet.

Lot size averaging calculations for this proposal are as follows:

Area in lots [83,155] +NGPA [17,030] + open space [12,300] = 112,485 ÷ number of proposed lots [12] = 9,375 (exceeds the minimum lot size of 7,200 for proposed underlying zone).

Note: These calculations do not include the area for the Future Development Tracts 995 and 996.

Besides the tracts set aside for future development, there are two lots in the plat that are large enough to be potentially subdivided at a later date under a different application. A condition is included in the approval of the subdivision to ensure that any further subdivision of the existing lots or tracts in the plat does not result in more lots being approved than would have been allowed under the original application.

14. Utilities

- A. Water. Applicant provided a letter of water availability from the Snohomish PUD, but it is now expired. Applicant must provide an updated letter as a pre-condition of approval. (Exhibit H5)
- B. Sewer. Sewer service is available from the Lake Stevens Sewer District. (Exhibit H3)
- C. Electricity. The Snohomish County PUD submitted a letter stating that electricity is available, but that existing facilities may need upgrading. (Exhibit H4)
- D. Snohomish Health District (SHD) Approval: the SHD has no objections to the preliminary subdivision approval but indicates that any existing onsite septic systems and wells must be abandoned as required by WAC 246-272-18501 prior to final plat approval. The Examiner will incorporate these requirements as conditions of approval. (Exhibit H6)

15. State Environmental Policy Act Determination (Chapter 30.61 SCC)

PDS issued a Determination of Nonsignificance (DNS) for the subject application on December 9, 2008. (Exhibit E2) The DNS was not appealed.

16. Subdivision Code (Chapter 30.41A SCC)

The proposed plat also meets Chapter 30.41A SCC requirements. A complete application for the proposed plat was received by PDS on February 2, 2007. The proposed plat as conditioned also meets the general requirements under Section 30.41A.100 with respect to health, safety and general welfare of the community. Specifically, the following are met:

- A. Roads. The Examiner finds that based on the information provided in the file, Staff Report and in the public hearing, the design standards for roads are met. See SCC 30.41A.210.
- B. Flood Hazard. The Examiner finds that the lots as proposed are outside of all regulated flood hazard areas and that none of the lots are proposed in areas that are subject to flood, inundation or swamp conditions. See 30.41A.110.
- C. Fire Code. The Staff Report (Exhibit I at p.8) provides the following comments from the Fire Marshall's office:

Fire apparatus access as depicted has been found to meet the minimum requirements of SCC 30.53A.150. During the construction plan review stage detailed plans will be reviewed by the Fire Marshall's Office to determine the appropriate placement of fire hydrants and any required signage or pavement striping denoting fire lanes to ensure access by emergency vehicles is not impeded. PDS inspection staff will insure that prior to the start of combustible construction, fire hydrants are installed and operational and that approved addresses are placed on all new buildings as required. A request for comment on this project was sent to Fire District 8, but they did not respond. No special conditions of approval are necessary.

- D. As indicated earlier in this decision, applicant has met the requirements of the health district, school district, parks, the county drainage code, code requirements for building area, lot size averaging, and minimum net density.
- E. Applicant has mapped sloping land as required by SCC 30.41A.250. Elevation rise across entire site is no more than .2%; therefore, the density restrictions of SCC 30.41A.250 do not apply. (Exhibit B1)

17. Plats – Subdivisions – Dedications (Chapter 58.17 RCW)

The subdivision has been reviewed for conformance with criteria established by RCW 58.17.100, .110, .120, and .195. Such criteria require that the plat conform with applicable zoning ordinances and comprehensive plans, and make appropriate provisions for the public health, safety and general welfare, for open spaces, drainage ways, streets or roads, alleys, other public ways, transit stops, potable water supplies, sanitary wastes, parks and recreation, playgrounds, schools and school grounds, and other planning features including safe walking conditions for students.

The applicant must provide a new updated letter of water availability from the Snohomish PUD to demonstrate that adequate potable water supply is available. Otherwise, the Applicant has demonstrated that the project is in conformance with all the required criteria.

18. Any finding of fact in this order which should be deemed a conclusion is hereby adopted as such.

### **CONCLUSIONS OF LAW**

1. The Examiner has original jurisdiction over preliminary subdivision applications pursuant to chapter 30.72 SCC and chapter 2.02 SCC.
2. The legal standard the Examiner must review a preliminary subdivision under the state subdivision code, Chapter 58.17 RCW, is:

whether the proposed subdivision complies with the established criteria therein and makes the appropriate provisions for public, health, safety and general welfare, for open spaces, drainage ways, streets or roads, alleys, other public ways, transit stops, potable water supplies, sanitary wastes, parks and recreation, playgrounds, schools and school grounds, and other planning features including safe walking conditions for students...

RCW 58.17.110.

3. The applicant has met its burden in all respects of showing that the preliminary plat should be approved, except that it has not yet provided an updated letter demonstrating water availability. The Examiner will make demonstration of adequate potable water supply a precondition of preliminary plat approval.
4. Any conclusion in this order, which should be deemed a finding of fact, is hereby adopted as such.

### **DECISION**

Based on the findings of fact and conclusions of law entered above, the decision of the Hearing Examiner on the application is as follows:

The request for a 12-lot subdivision on 4.33 acres is hereby **CONDITIONALLY APPROVED**, subject to the following precondition and conditions:

#### **PRECONDITION:**

Applicant must supply a new updated letter of water availability from the Snohomish County PUD No. 1. See Finding of Fact 14A and Exhibit H5. Applicant has up to one year to submit such evidence, which shall also be copied to the Hearing Examiner. The Applicant may request an extension pursuant to Part 900 of the Hearing Examiner Rules.

#### **CONDITIONS:**

- A. The preliminary plat, received by Planning and Development Services (PDS) on December 10, 2008 (Exhibit B1), shall be the approved plat. Changes to approved preliminary plats are governed by SCC 30.41A.330.**
- B. Prior to initiation of any further site work, and/or prior to issuance of any development permits by the county:**



- i. The plat shall mark with temporary markers in the field the boundary of all Native Growth Protection Areas (NGPA) required by Chapter 30.62 SCC, or the limits of the proposed site disturbance outside of the NGPA, using methods and materials acceptable to the county.
- C. The following additional restrictions and/or items shall be indicated on the face of the final plat:**

- i. "Further division of lots or tracts in this plat proposed under a future application(s) may not result in more lots than would have been allowed under the original application, unless the new application includes all the property/lots included in the originally approved plat and the new application complies with the regulations in effect at the time of the new application."
- ii. "The lots within this subdivision will be subject to school impact mitigation fees for the Lake Stevens School District to be determined by the certified amount within the Base Fee Schedule in effect at the time of building permit application, and to be collected prior to building permit issuance, in accordance with the provisions of SCC 30.66C.010. Credit shall be given for one existing parcel. Lot 9, containing the existing house, shall receive credit."
- iii. "The dwelling units within this development are subject to park impact fees in the amount of \$1,361.22 per single-family unit as mitigation for impacts to the Centennial parks service area of the County parks system in accordance with SCC 30.66A. Payment of these mitigation fees is required prior to building permit issuance, provided that the building permit is issued by February 2, 2012 (5 years after the completeness date of the subject application). After this date, park impact fees shall be based upon the rate in effect at the time of building permit issuance."
- iv. All Critical Areas shall be designated Native Growth Protection Areas (NGPA) (unless other agreements have been made) with the following language on the face of the plat;

"All NATIVE GROWTH PROTECTION AREAS shall be left permanently undisturbed in a substantially natural state. No clearing, grading, filling, building construction or placement, or road construction of any kind shall occur, except removal of hazardous trees. The activities as set forth in SCC 30.91N.010 are allowed when approved by the County."

- v. "Chapter 30.66B SCC requires the new lot mitigation payments in the amounts shown below for each single-family residential building permit:

\$3,483.48 per lot for mitigation of impacts on county roads paid to the County,  
\$75.75 per unit for transportation demand management paid to the county for TSA B,

These payments are due prior to or at the time of each building permit issuance. Notice of these mitigation payments shall be contained in any deeds involving this subdivision, short subdivision of the lots therein or binding site plan. Once

building permits have been issued all mitigation payments shall be deemed paid by PDS.”

- vi. “The impacts for concurrency of this entire subdivision (existing lots and future development tracts) will be evaluated at the time of application for development of the “Future Development Tracts” in accordance with DPW Rule 4220.045.”
- vii. “No lot within this development shall have direct driveway access from 84<sup>th</sup> Avenue SE, including the lots to be created in the “Future Development” Tracts 995 and 996. All driveway access shall be via 8<sup>th</sup> Place SE, the interior cul-de-sac road.”
- viii. The final plat shall show a 15-foot right-of-way dedication along the property frontage with 83<sup>rd</sup> Avenue SE to total 35 feet from the right-of-way centerline, or as determined by DPW.
- ix. The final plat shall show a 15-foot right-of-way dedication along the property frontage with 8<sup>th</sup> Street SE to total 35 feet from the right-of-way centerline, or as determined by DPW.
- x. The final plat shall show dedication of right-of-way that is tangent to the ultimate right-of-way on 8<sup>th</sup> Street SE and 83<sup>rd</sup> Avenue SE with a curve sufficient for a 35-foot radius curb return, or as determined by DPW.

**D. Prior to recording of the final plat:**

- i. The public road and the turnaround shall have been constructed to the satisfaction of the County.
- ii. Urban frontage improvements shall be constructed along the parcel’s frontage on 8<sup>th</sup> Street SE, and on 83<sup>rd</sup> Avenue SE to the satisfaction of the County.
- iii. Native Growth Protection Area boundaries (NGPA) shall have been permanently marked on the site prior to final inspection by the county, with both NGPA signs and adjacent markers which can be magnetically located (e.g.: rebar, pipe, 20 penny nails, etc.). The plat may use other permanent methods and materials provided they are first approved by the county. Where an NGPA boundary crosses another boundary (e.g.: lot, tract, plat, road, etc.), a rebar marker with surveyors’ cap and license number must be placed at the line crossing.

NGPA signs shall have been placed no greater than 100 feet apart around the perimeter of the NGPA. Minimum placement shall include one Type 1 sign per wetland, and at least one Type 1 sign shall be placed in any lot that borders the NGPA, unless otherwise approved by the county biologist. The design and proposed locations for the NGPA signs shall be submitted to the Snohomish County PDS Land Use Division for review and approval prior to installation.

- iv. The applicant will abandon any existing onsite septic systems by having the septic tank(s) removed by a certified pumper, then having the top of the tank removed or destroyed and filling the void (WAC 246-272-18501). Existing wells must be decommissioned pursuant to WAC 173-160-381. Documentation demonstrating completion of this work must be submitted to Snohomish Health District prior to final plat approval.

- v. All required landscaping improvements shall be installed, including any required detention facility area landscaping. The applicant shall provide a maintenance bond for required landscape improvements, in an amount and form satisfactory to PDS.
- vi. All development activity shall conform to the requirements of Chapter 30.63A SCC.
- vii. The development shall meet reasonable health and safety requirements that may be imposed by the Fire District and/or Fire Marshall's Office, including but not limited to: adequate fire flow standards, inclusion of fire hydrants, adequate road signage prior to construction and adequate building addresses.
- viii. PDS shall ensure that the applicant has renewed as necessary all available utility certificates so the necessary infrastructure adequately serves the final plat.

Nothing in this approval excuses the applicant, owner, lessee, agent, successor or assigns from compliance with any other federal, state or local statutes, ordinances or regulations applicable to this project.

Preliminary plats which are approved by the county are valid for five (5) years from the date of approval and must be recorded within that time period unless an extension has been properly requested and granted pursuant to SCC 30.41A.300.

Decision issued this 18<sup>th</sup> day of February 2009.

\_\_\_\_\_  
Examiner Barbara Dykes, Hearing

### EXPLANATION OF RECONSIDERATION AND APPEAL PROCEDURES

The decision of the Hearing Examiner is final and conclusive with right of appeal to the County Council. However, reconsideration by the Examiner may also be sought by one or more parties of record. The following paragraphs summarize the reconsideration and appeal processes. For more information about reconsideration and appeal procedures, please see Chapter 30.72 SCC and the respective Examiner and Council Rules of Procedure.

#### **Reconsideration**

Any party of record may request reconsideration by the Examiner. A petition for reconsideration must be filed in writing with the Office of the Hearing Examiner, 2<sup>nd</sup> Floor, County Administration-East Building, 3000 Rockefeller Avenue, Everett, Washington, (Mailing Address: M/S #405, 3000 Rockefeller Avenue, Everett WA 98201) on or before **MARCH 2, 2009**. There is no fee for filing a petition for

reconsideration. **“The petitioner for reconsideration shall mail or otherwise provide a copy of the petition for reconsideration to all parties of record on the date of filing.” [SCC 30.72.065]**

A petition for reconsideration does not have to be in a special form but must: contain the name, mailing address and daytime telephone number of the petitioner, together with the signature of the petitioner or of the petitioner's attorney, if any; identify the specific findings, conclusions, actions and/or conditions for which reconsideration is requested; state the relief requested; and, where applicable, identify the specific nature of any newly discovered evidence and/or changes proposed by the applicant.

The grounds for seeking reconsideration are limited to the following:

- (a) The Hearing Examiner exceeded the Hearing Examiner's jurisdiction;
- (b) The Hearing Examiner failed to follow the applicable procedure in reaching the Hearing Examiner's decision;
- (c) The Hearing Examiner committed an error of law;
- (d) The Hearing Examiner's findings, conclusions and/or conditions are not supported by the record;
- (e) New evidence which could not reasonably have been produced and which is material to the decision is discovered; or
- (f) The applicant proposed changes to the application in response to deficiencies identified in the decision.

Petitions for reconsideration will be processed and considered by the Hearing Examiner pursuant to the provisions of SCC 30.72.065. Please include the County file number in any correspondence regarding this case.

### **Appeal**

An appeal to the County Council may be filed by any aggrieved party of record. Where the reconsideration process of SCC 30.72.065 has been invoked, no appeal may be filed until the reconsideration petition has been disposed of by the hearing examiner. An aggrieved party need not file a petition for reconsideration but may file an appeal directly to the County Council. If a petition for reconsideration is filed, issues subsequently raised by that party on appeal to the County Council shall be limited to those issues raised in the petition for reconsideration. Appeals shall be addressed to the Snohomish County Council but shall be filed in writing with the Department of Planning and Development Services, 2<sup>nd</sup> Floor, County Administration-East Building, 3000 Rockefeller Avenue, Everett, Washington (Mailing address: M/S #604, 3000 Rockefeller Avenue, Everett, WA 98201) on or before **MARCH 4, 2009** and shall be accompanied by a filing fee in the amount of five hundred dollars (\$500.00); PROVIDED, that the filing fee shall not be charged to a department of the County or to other than the first appellant; and PROVIDED FURTHER, that the filing fee shall be refunded in any case where an appeal is dismissed without hearing because of untimely filing, lack of standing, lack of jurisdiction or other procedural defect. [SCC 30.72.070]

An appeal must contain the following items in order to be complete: a detailed statement of the grounds for appeal; a detailed statement of the facts upon which the appeal is based, including citations to specific Hearing Examiner findings, conclusions, exhibits or oral testimony; written arguments in support of the appeal; the name, mailing address and daytime telephone number of each appellant, together with the signature of at least one of the appellants or of the attorney for the appellant(s), if any; the name,

mailing address, daytime telephone number and signature of the appellant's agent or representative, if any; and the required filing fee.

The grounds for filing an appeal shall be limited to the following:

- (a) The decision exceeded the Hearing Examiner's jurisdiction;
- (b) The Hearing Examiner failed to follow the applicable procedure in reaching his decision;
- (c) The Hearing Examiner committed an error of law; or
- (d) The Hearing Examiner's findings, conclusions and/or conditions are not supported by substantial evidence in the record. [SCC 30.72.080]

Appeals will be processed and considered by the County Council pursuant to the provisions of Chapter 30.72 SCC. Please include the County file number in any correspondence regarding the case.

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Staff Distribution:

Department of Planning and Development Services: Monica McLaughlin

The following statement is provided pursuant to RCW 36.70B.130: "Affected property owners may request a change in valuation for property tax purposes notwithstanding any program of revaluation." A copy of this Decision is being provided to the Snohomish County Assessor as required by RCW 36.70B.130.

**This decision is binding but will not become effective until the above precondition(s) have been fulfilled and acknowledged by the Department of Planning and Development Services (PDS) on the original of the instant decision. Document(s) required for fulfillment of the precondition(s) must be filed in a complete, executed fashion with PDS not later than FEBRUARY 18, 2010.**

1. "Fulfillment" as used herein means recordation with the County Auditor, approval/acceptance by the County Council and/or Hearing Examiner, and/or such other final action as is appropriate to the particular precondition(s).
2. One and only one six month period will be allowed for resubmittal of any required document(s) which is (are) returned to the applicant for correction.
3. This conditional approval will automatically be null and void if all required precondition(s) have not been fulfilled as set forth above; PROVIDED, that:
  - A. The Examiner may grant a one-time extension of the submittal deadline for not more than twelve (12) months for just cause shown if and only if a written request for such extension is received by the Examiner prior to the expiration of the original time period; and
  - B. The submittal deadline will be extended automatically an amount equal to the number of days involved in any appeal proceedings.

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**ACKNOWLEDGMENT OF FULFILLMENT OF PRECONDITIONS**

The above imposed precondition(s) having been fulfilled by the applicant and/or the successors in interest, the Department of Planning and Development Services hereby states that the instant Decision is effective as of \_\_\_\_\_, \_\_\_\_\_.

Certified by:

\_\_\_\_\_  
(Name)

\_\_\_\_\_  
(Title)

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**Exhibit C**  
**BEFORE THE HEARING EXAMINER**  
**FOR THE CITY OF LAKE STEVENS**



In the Matter of the Application of	)	No. LUA2015-0036
	)	
<b>Chris Hemingson, on behalf of</b>	)	<b>Dunroven Ranch</b>
<b>Hillcrest Construction, Inc.</b>	)	<b>Preliminary Plat Modification</b>
	)	
	)	
For approval of a	)	FINDINGS, CONCLUSIONS,
<u>Preliminary Plat Modification</u>	)	AND DECISION

**SUMMARY OF DECISION**

The request for a preliminary plat modification to subdivide two future development tracts into four residential lots in the Dunroven Ranch Subdivision at 8332 8<sup>th</sup> Street SE in Lake Stevens, Washington, is **APPROVED**. Conditions are necessary to address specific impacts of the proposed development.

**SUMMARY OF RECORD**

Hearing Date:

The Hearing Examiner held an open record hearing on the request on July 7, 2015.

Testimony:

The following individuals presented testimony under oath at the open record hearing:

Stacie Pratschner, City Associate Planner  
Chris Hemingson, Applicant Representative

Exhibits:

The following exhibits were admitted into the record:

1. Land Use Development Application, received April 29, 2015
2. Decision of the Snohomish County Hearing Examiner, Dunroven Ranch Preliminary Plat, dated February 18, 2009
3. Dunroven Ranch Preliminary Plat (Sheet 2 of 2), dated January 31, 2007
4. Preliminary Plat Site Plan, undated
5. Notice Materials:
  - a. Affidavit of Notice, dated June 16 and 18, 2015
  - b. Affidavit of Publication, *Everett Daily Herald*, dated June 18, 2015
  - c. Notice of Application ad copy, published *Everett Daily Herald*, June 18, 2015
  - d. Notice of Application: SEPA Amendment and Public Hearing, dated

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*Dunroven Ranch Preliminary Plat Modification*  
*No. LUA2015-0036*

June 18, 2015

6. SEPA Materials:
  - a. Environmental Checklist, dated January 23, 2007
  - b. Revised Environmental Checklist, dated April 16, 2015
  - c. SEPA Addendum, dated June 15, 2015
7. Staff Report, dated July 1, 2015

The Hearing Examiner enters the following Findings and Conclusions based upon the testimony and exhibits admitted at the open record hearing:

### **FINDINGS**

#### Plat Application and Notice

1. Chris Hemingson, on behalf of Hillcrest Construction, Inc. (Applicant), requests a preliminary plat modification to subdivide two future development tracts into four residential lots in the Dunroven Ranch Subdivision at 8332 8<sup>th</sup> Street SE. The proposal would bring the total number of lots within the subdivision from 12 to 16.<sup>1</sup> *Exhibit 1; Exhibit 2; Exhibit 4; Exhibit 6; Exhibit 7, Staff Report, page 1.*
2. The City of Lake Stevens (City) determined the application was complete on April 29, 2015. The City issued a joint Notice of Application and Public Hearing, with a 14-day comment period, for the proposal. On June 16, 2015, the City mailed the combined notice to property owners within 300 feet of the site and posted notice at City Hall and at the City Permit Center. On June 18, 2015, the City published the combined notice in the *Everett Herald* and posted notice on the project site. The City did not receive any public comments on the application. *Exhibit 5; Exhibit 7, Staff Report, page 2.*

#### Background

3. The Snohomish County Hearing Examiner previously approved the Dunroven Ranch Preliminary Plat on February 18, 2009. The Dunroven Ranch Subdivision was not completed and the property was later annexed into the City of Lake Stevens (City) in 2010. City Associate Planner Stacie Pratschner testified that the City's Planning Director reviewed the application and determined that, as a proposal seeking to modify an existing approved project exceeding the criteria of Lake Stevens Municipal Code (LSMC) 14.16C.025(c)(2), the proposal should be reviewed as a new, Type III application by the Hearing Examiner.<sup>2</sup> Additionally, under LSMC 14.16A.160(b), the City honors subdivisions and other projects that have vested under the Snohomish County development standards prior to annexation. Accordingly, Ms. Pratschner testified that the

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<sup>1</sup> The property is identified by tax parcel No. 00431400500402. *Exhibit 7, Staff Report, page 1.* A legal description is provided in Exhibit 2.

<sup>2</sup> LSMC 14.16C.025(c)(2)(ii) does not allow administrative modification of a previously approved project that increases the density or number of dwelling units or lots originally proposed.

Hearing Examiner should review the proposal under Snohomish County's applicable development standards for preliminary plats. *Exhibit 7, Staff Report, pages 2 and 3; Testimony of Ms. Pratschner.*

#### Environmental Review

4. For the prior plat approval request, Snohomish County Department of Planning and Development Services (PDS) acted as lead agency and analyzed the environmental impacts of the original Dunroven Ranch Preliminary Plat, as required by the State Environmental Policy Act (SEPA), Chapter 43.21C RCW. PDS reviewed the Applicant's environmental checklist and other available information, and determined that the proposal would not have a probable significant adverse impact on the environment. PDS issued a Determination of Nonsignificance (DNS) on December 9, 2008. The DNS was not appealed. *Exhibit 2; Exhibit 6.a.*
5. After receiving the plat modification request and reviewing the Applicant's updated environmental checklist, the City's SEPA Responsible Official determined that the additional subdivision of the future development tracts would not increase the size of the proposal or create larger discernable impacts than originally existed for the project. The City issued a SEPA addendum on June 15, 2015, explaining this determination and noting that further environmental review of the proposal would not be required. *Washington Administrative Code (WAC) 197-11-625; Exhibit 6.b; Exhibit 6.c.*

#### Comprehensive Plan Designation and Zoning

6. The property is located in an area designated Medium Density Residential (MDR) by the City Comprehensive Plan. The surrounding properties are also designated MDR. The MDR designation allows single-family (1 dwelling unit per lot) and two-family residential development. This includes detached, attached, conversion, accessory apartments, townhouses, condominiums, duplexes, tourist homes, special service homes, and some manufactured/mobile structures. The MDR designation also allows limited public/semi-public, community, recreational, and neighborhood commercial uses. *Lake Stevens Comprehensive Plan, page 4-14. Exhibit 7, Staff Report, pages 2 and 3.*
7. The MDR Comprehensive Plan designation corresponds to the City's Urban Residential zoning district (UR) in which the property is located. Surrounding properties are also zoned UR and contain single-family residences. UR districts are designed primarily to accommodate single-family detached residential uses at medium densities in areas served by public water and sewer facilities. Some types of two-family residences are allowed in these districts on larger lots. *Lake Stevens Municipal Code (LSMC) 14.36.010(b). Exhibit 7, Staff Report, pages 2 and 3.*
8. As previously noted, the City has determined that the proposal should be reviewed under Snohomish County's applicable development standards for preliminary plats. The

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City of Lake Stevens Hearing Examiner  
Dunroven Ranch Preliminary Plat Modification  
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original Snohomish County Comprehensive Plan designation for the subdivision was Urban Low Density Residential. In the Lake Stevens area, this designation allows for a maximum density of 6 units per acre. The Dunroven Ranch Subdivision sits on approximately 4.33 acres. With the additional 4 lots, the subdivision would have a gross density of approximately 4 units per acre, satisfying this requirement. The property was originally zoned R-7200. This zoning designation allows for minimum lot sizes of 3,895 square feet and an average lot size of no more than 7,200 square feet (with lot averaging). *Snohomish County Code (SCC) 30.23.210*. As currently proposed, the minimum lot size for the Dunroven Ranch Subdivision would be 3,895 square feet and the average lot size would be 6,929 feet, satisfying this requirement. City staff determined that the subdivision would meet all other development standards of the Snohomish County Code, including requirements related to setbacks. *Exhibit 7, Staff Report, page 3*.

#### Property Description

9. The property is L-shaped, approximately 4.33 acres, and located at the southeast corner of 83<sup>rd</sup> Avenue SE and 8<sup>th</sup> Street SE. Applicant Representative Chris Hemingson testified that, under the previous preliminary plat approval, the Applicant has nearly completed all infrastructure for the Dunroven Ranch Subdivision. This includes construction of a public cul de sac road within the development intersecting with 8<sup>th</sup> Street SE, which provides access to all 16 lots; installation of a stormwater management system incorporating an underground detention vault; stubbing of all utilities; and completion of right-of-way improvements, including curb, gutter, and sidewalk improvements along the development's road frontages. Two on-site wetlands have been placed within Native Growth Protection Area (NGPA) tracts and would not be affected by subdivision of the two future development tracts into four additional lots. *Exhibit 2; Testimony of Mr. Hemingson*.

#### Proposed Modification

10. The Applicant proposes to modify the Dunroven Ranch Subdivision by subdividing two future development tracts, Tracts 995 and 996, into four additional lots. Mr. Hemingson testified that, when first seeking approval of the Dunroven Ranch Subdivision, it was expected that these future development tracts would later be subdivided. Accordingly, all infrastructure for the plat was designed to accommodate the additional lots. *Testimony of Mr. Hemingson*.
11. The Snohomish County Hearing Examiner previously analyzed the subdivision under SCC 30.41A.100 and Revised Code of Washington (RCW) 58.17.110 and determined that appropriate provisions had been made for the public health, safety, and general welfare, for open spaces, drainage ways, streets, alleys, sidewalks, other public ways, transit stops, potable water supplies, sanitary wastes, parks and recreation, playgrounds, sites for schools and school grounds, fire protection, and other public facilities. *Exhibit 2*.

12. The current proposal would not significantly alter the previously approved plat. No modifications are proposed to the NGPA tracts or other designated open spaces, to the required frontage improvements, to the size or location of other lots, or to the right-of-way dedication adjacent to 8<sup>th</sup> Street SE. Access to the additional lots is already available from the internal road connecting to 8<sup>th</sup> Street SE. Snohomish County PUD would provide water and electricity to the entire plat, Puget Sound Energy would provide gas, and Lake Stevens Sewer District would provide sewer services. The Lake Stevens Police Department, the Lake Stevens Fire District, and the Lake Stevens School District would serve the plat; these organizations were notified of the proposed modification and expressed no objection to the proposal. The four proposed additional lots would be subject to currently adopted traffic impact mitigation fees, park impact mitigation fees, and school impact fees. *Exhibit 2; Exhibit 7, Staff Report, pages 1 to 5.*
13. Because the addition of four lots to the development could impact the plat's existing stormwater system, the City requested that the Applicant submit a revised drainage report confirming the system's capacity to serve four additional lots. Mr. Hemingson testified that the stormwater system has the capacity to serve the four additional lots or would be modified to obtain that capacity and that a revised drainage report has been submitted to the City. *Exhibit 7, Staff Report, page 4; Testimony of Mr. Hemingson.*

#### City Recommendation

14. Ms. Pratschner testified that City staff determined that, with conditions, the proposed plat modifications would be consistent with all applicable City, county, and state requirements, including applicable Comprehensive Plan, municipal code, and development standards. The City recommends approval of the plat modifications with conditions. These conditions generally relate to: conformance with submitted plans, the need for a revised stormwater drainage report, limitations on impervious surface coverage, conformance with setback requirements, installation of no parking signs, maintenance of planter areas, installation of fire hydrants, submittal of final plat drawings, and payment of all outstanding fees. Mr. Hemingson testified that the Applicant agrees with the City's proposed conditions. *Exhibit 7, Staff Report, pages 4 and 5; Testimony of Ms. Pratschner; Testimony of Mr. Hemingson.*

### **CONCLUSIONS**

#### Jurisdiction

The City's Planning Director reviewed the application and determined that, as a proposal seeking to modify an existing approved project exceeding the criteria of Lake Stevens Municipal Code 14.16C.025(c)(2), the proposal should be reviewed as a new, Type III application by the Hearing Examiner. Essentially, the Planning Director determined that the Hearing Examiner should review the modification request as a new preliminary plat application.<sup>3</sup> The Hearing Examiner is

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<sup>3</sup> The Lake Stevens Municipal Code does not have a specific provision related to modification of preliminary plats. RCW 58.17.215, however, allows for "the alteration of any subdivision or the altering of

granted jurisdiction to hear and decide applications for preliminary plats, under LSMC 2.48.030, LSMC 14.16B.350, LSMC 14.18.025, and LSMC Table 14.16A-I. The Hearing Examiner shall approve a project, or approve with modifications, if the Applicant has demonstrated that the proposal complies with the applicable decision criteria. The Applicant carries the burden of proof and must demonstrate that a preponderance of the evidence supports the conclusion that the application merits approval or approval with modifications. In all other cases, the Hearing Examiner shall deny the application. *LSMC 14.16B.350(a)*.

#### Criteria for Review

The City determined that, under LSMC 14.16A.160(b), the Hearing Examiner should review the proposal under Snohomish County's applicable development standards for preliminary plats.<sup>4</sup> The Snohomish County Code provides the following criteria for preliminary plat review:

1. The hearing examiner and the department shall inquire into the public use and interest proposed to be served by the establishment of the subdivision and dedication. The hearing examiner shall approve a preliminary subdivision only if appropriate provisions are made for, but not limited to, the public health, safety, and general welfare, for open spaces, drainage ways, streets, alleys, other public ways, transit stops, potable water supplies, sanitary wastes, parks and recreation, playgrounds, sites for schools and school grounds, fire protection and other public facilities. The hearing examiner shall consider all other relevant facts, including the physical characteristics of the site and sidewalks and other planning features that assure safe walking conditions for students who walk to and from school to determine whether the public interest will be served by the subdivision and dedication.
  
2. If the hearing examiner finds that the proposed preliminary subdivision

---

any portion thereof" when an applicant submits the request to the legislative authority of the city, town, or county where the subdivision is located. The designated decisionmaker (i.e., the Hearing Examiner) is then tasked with determining whether the public use and interest would be served by the alteration. *RCW 58.17.215; RCW 58.17.330*.

<sup>4</sup> The Hearing Examiner notes that the plat review criteria under the Lake Stevens Municipal Code are essentially identical to the criteria for Snohomish County. Under LSMC 14.18.025, the criteria for subdivision approval is as follows:

- (a) A preliminary plat shall follow the procedures for a Type II review for a short plat and Type III review for plats pursuant to Chapter 14.16B.
- (b) A preliminary plat shall be approved if it meets the approval criteria in Chapter 58.17 RCW and the requirements of this title.
- (c) Preliminary plat approvals may contain conditions as deemed necessary to ensure the approval criteria are met.

*LSMC 14.18.025.*

*Findings, Conclusions, and Decision  
City of Lake Stevens Hearing Examiner  
Dunroven Ranch Preliminary Plat Modification  
No. LUA2015-0036*

makes appropriate provisions for the matters listed in SCC 30.41A.100(1) and enters written findings that the subdivision conforms to all applicable development regulations and construction codes, then it shall be approved. If the hearing examiner finds that the proposed subdivision does not make such appropriate provisions or that development regulations requirements are not met, or the public use and interest will not be served, then the hearing examiner may deny the proposed preliminary subdivision.

*SCC 30.41A.100.*

The state subdivision criteria are as follows:

A proposed subdivision and dedication shall not be approved unless the city, town, or county legislature body makes written findings that: (a) appropriate provisions are made for the public health, safety, and general welfare and for such open spaces, drainage ways, streets or roads, alleys, other public ways, transit stops, potable water supplies, sanitary wastes, parks and recreation, playgrounds, schools and schoolgrounds and all other relevant facts, including sidewalks and other planning features that assure safe walking conditions for students who only walk to and from school; and (b) the public use and interest will be served by the platting of such subdivision and dedication.

*RCW 58.17.110(2).*

The criteria for review adopted by the Lake Stevens City Council and Snohomish County are designed to implement the requirement of Chapter 36.70B RCW to enact the Growth Management Act. In particular, RCW 36.70B.040 mandates that local jurisdictions review proposed development to ensure consistency with local development regulations, considering the type of land use, the level of development, infrastructure, and the characteristics of development.  
*RCW 36.70B.040.*

#### Conclusions Based on Findings

- 1. With conditions, appropriate provisions would be made for the public health, safety, and general welfare for open spaces, drainage ways, streets or roads, alleys, other public ways, transit stops, potable water supplies, sanitary wastes, parks and recreation, playgrounds, schools and school grounds, and all other relevant factors.** The Snohomish County Hearing Examiner previously analyzed the Dunroven Ranch Subdivision under Snohomish County Code 30.41A.100 and Revised Code of Washington 58.17.110 and determined that appropriate provisions had been made for the public health, safety, and general welfare, for open spaces, drainage ways, streets, alleys, sidewalks, other public ways, transit stops, potable water supplies, sanitary wastes, parks and recreation, playgrounds, sites for schools and school grounds, fire protection, and other public facilities.

The City determined that, under LSMC 14.16A.160(b), the proposal vests under Snohomish County's applicable development standards for preliminary plats. The subdivision would meet all development standards of the Snohomish County Code, including requirements related to setbacks, minimum lot size, average lot size, and maximum density.

The proposal to subdivide two existing future development tracts into four additional lots would not significantly alter the previously approved plat. No modifications are proposed to the NGPA tracts or other designated open spaces, to the required frontage improvements, to the size or location of other lots, or to the right-of-way dedication adjacent to 8<sup>th</sup> Street SE. Access to the additional lots is already available from the internal road connecting to 8<sup>th</sup> Street SE. Snohomish County PUD would provide water and electricity to the entire plat, Puget Sound Energy would provide gas, and sewer services would be provided by Lake Stevens Sewer District. The Lake Stevens Police Department, the Lake Stevens Fire District, and the Lake Stevens School District would serve the plat; these organizations were notified of the proposed modification and expressed no objection to the proposal. The Applicant would pay park, school, and traffic mitigation fees for the four proposed additional lots.

Conditions are necessary to ensure that the Applicant constructs all improvements in accord with the revised preliminary plat map, ensures that the stormwater system serving the plat can handle additional stormwater from the new lots, limits impervious surface coverage, adheres to setback requirements for all lots, installs appropriate street signs, maintains planter areas, installs fire hydrants, submits final plat drawings, and pays all outstanding fees prior to recording the final plat. *Findings 1 – 14.*

2. **With conditions, the proposed subdivision would be consistent with development regulations, considering land use type, development level, infrastructure, and development characteristics, such as development standards, as required by RCW 36.70B.040.** The City provided adequate notice and opportunity to comment on the proposed preliminary plat modifications. Environmental impacts of the proposed plat were previously considered, as required by SEPA, and a Determination of Nonsignificance was previously issued that was not appealed.

The preliminary plat would provide single-family residential development consistent with applicable development regulations. City staff determined that, with conditions, the proposed plat modifications would be consistent with all applicable City, county, and state requirements, including applicable Comprehensive Plan, municipal code, and development standards. The public interest would be served by the platting of the subdivision.

Conditions are necessary to ensure that the Applicant constructs all improvements in

accord with the revised preliminary plat map, ensures that the stormwater system serving the plat can handle additional stormwater from the new lots, limits impervious surface coverage, adheres to setback requirements for all lots, installs appropriate street signs, maintains planter areas, installs fire hydrants, submits final plat drawings, and pays all outstanding fees prior to recording the final plat. *Findings 1 – 14.*

### DECISION

Based upon the preceding Findings and Conclusions, the request for a preliminary plat modification to subdivide two future development tracts into four residential lots for a total of 16 lots in the Urban Residential (UR) zoning district located at 8332 8<sup>th</sup> Street SE is **APPROVED**, with the following conditions.<sup>5</sup>

1. All development shall be in conformance with the revised preliminary site plan submitted as part of the preliminary modified construction plans on April 29, 2015 (Exhibit 4). The Planning and Community Development Director may allow minor modifications subject to LSMC 14.16C.025.
2. Changes to the subdivision will result in modifications to the stormwater impacts of the property. Prior to construction plan approval, the Applicant shall modify the existing stormwater system to accommodate additional stormwater runoff with revised construction plans.
3. The maximum allowed lot coverage for all lots is 55 percent. This condition shall be listed on the face of the Final Plat.
4. For all lots in the proposed subdivision that are smaller than 7,200 square feet the following setbacks shall apply:
  - a. The setback from rights-of-way shall be 15 feet, except that garages must be setback 18 feet.
  - b. Corner lots may reduce one right-of-way setback to no less than 10 feet.

These setback requirements shall be listed on the face of the Final Plat.

5. No parking signs shall be placed along one side of all rights-of-way in the subdivision. These signs must be installed before the construction plan will receive final approval.

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<sup>5</sup> Conditions include both legal requirements applicable to all developments and conditions to mitigate the specific impacts of this development.

6. The planter areas of all rights-of-way improved by this subdivision shall be maintained by the Home Owner's Association. This requirement shall be listed on the final plat document.
7. The developer shall meet all local, state, or federal code requirements.
8. Final plat drawings shall be submitted to the City for signature after site improvements are completed and approved. The final plat shall comply with all Snohomish County Assessor requirements for recorded documents.
9. Before recordation of the final plat, all outstanding fees shall be paid and final inspection completed for all outstanding permits.
10. A fire hydrant shall be located within 300 feet of all dwelling units, or the dwelling units shall be protected with fire sprinklers pursuant to LSMC 14.84.060(c)(2)(i). These requirements shall appear on the face of the plat.
11. The four (4) proposed additional lots shall be subject to adopted traffic impact fees, school impacts fees, and park impact fees in effect at the time of building permit application and shall be paid at the time of building permit issuance.

**DECIDED** this 17<sup>th</sup> day of July 2015.



---

ANDREW M. REEVES  
Hearing Examiner  
Sound Law Center



## Exhibit D

### AFFIDAVIT OF NOTICE

Project Name: Dunroven Ranch Subdivision

Project Number: LUAZ015-0123 Final Plat

Place Posted

Date Posted

Signature

1. Property

1-7-16

[Signature]

2. City Hall

1-7-16

[Signature]

3. Planning

1-7-16

[Signature]

4. Everett Herald

1-7-16

[Signature]

5. Mailings

1-7-16

[Signature]

6. Website

1-6-16

[Signature]

Exhibit E

# DUNROVEN RANCH

VOLUME/PAGE

A portion of the SW 1/4 of the NW 1/4 of Section 24, Township 29 N., Range 5 E., W.M.  
City of Lake Stevens Snohomish County Washington

### DEDICATION:

KNOW ALL PERSONS BY THESE PRESENTS THAT THE UNDERSIGNED  
OWNER, IN FEE SIMPLE OF THE LAND HEREBY PLATTED, AND

HEREBY DECLARE THIS PLAT AND DEDICATE TO THE USE OF THE PUBLIC FOREVER ALL STREETS, AVENUES, PLACES AND SEWER EASEMENTS OR WHATEVER PUBLIC PROPERTY THERE IS SHOWN ON THE PLAT AND THE USE FOR ANY AND ALL PUBLIC PURPOSES NOT INCONSISTENT WITH THE USE THEREOF FOR PUBLIC HIGHWAY PURPOSES. ALSO, THE RIGHT TO MAKE ALL NECESSARY SLOPES FOR CUTS AND FILLS UPON LOTS, BLOCKS, TRACTS, ETC. SHOWN ON THIS PLAT IN THE REASONABLE ORIGINAL GRADING OF ALL THE STREETS, AVENUES, PLACES, ETC. SHOWN HEREON. ALSO, THE RIGHT TO DRAIN ALL STREETS OVER AND ACROSS ANY LOT OR LOTS WHERE WATER MIGHT TAKE A NATURAL COURSE AFTER THE STREET OR STREETS ARE GRADED. ALSO ALL CLAIMS FOR DAMAGE AGAINST ANY GOVERNMENTAL AUTHORITY ARE WAIVED WHICH MAY BE OCCASIONED TO THE ADJACENT LAND BY THE ESTABLISHED CONSTRUCTION, DRAINAGE, AND MAINTENANCE OF SAID ROADS.

FOLLOWING ORIGINAL REASONABLE GRADING OF ROADS AND WAYS HEREON, NO DRAINAGE WATERS ON ANY LOT OR LOTS SHALL BE DIVERTED OR BLOCKED FROM THEIR NATURAL COURSE SO AS TO DISCHARGE UPON ANY PUBLIC ROAD RIGHTS-OF-WAY TO HAMPER PROPER ROAD DRAINAGE. THE OWNER OF ANY LOT OR LOTS, PRIOR TO MAKING ANY ALTERATION IN THE DRAINAGE SYSTEM AFTER THE RECORDING OF THE PLAT, MUST MAKE APPLICATION TO AND RECEIVE APPROVAL FROM THE DIRECTOR OF THE DEPARTMENT OF PUBLIC WORKS FOR SAID ALTERATION. ANY ENCLOSING OF DRAINAGE WATERS IN CULVERTS OR DRAINS OR REROUTING THEREOF ACROSS ANY LOT AS MAY BE UNDERTAKEN BY OR FOR THE OWNER OF ANY LOT SHALL BE DONE BY AND AT THE EXPENSE OF SUCH OWNER.

TRACT(S) 997, 998 AND 999 ARE HEREBY GRANTED AND CONVEYED TO THE \_\_\_\_\_ (HOA) UPON RECORDING OF THIS PLAT SUBJECT TO AN EMERGENCY MAINTENANCE EASEMENT GRANTED AND CONVEYED TO THE CITY OF LAKE STEVENS. OWNERSHIP AND MAINTENANCE OF SAID TRACTS CONSISTENT WITH CITY CODE SHALL BE THE RESPONSIBILITY OF THE HOA UNLESS AND UNTIL TRACT OWNERSHIP BY ALL LOTS WITHIN THIS SUBDIVISION IS AUTHORIZED PURSUANT TO A FINAL PLAT ALTERATION. USE OF SAID TRACTS IS RESTRICTED TO THAT SPECIFIED IN THE APPROVED FINAL PLAT. THE HOA AND THE OWNERS OF ALL LOTS WITHIN THE SUBDIVISION SHALL COMPLY WITH THOSE CITY REGULATIONS AND CONDITIONS OF FINAL SUBDIVISION APPROVAL SPECIFIED ON THE PLAT. THE HOA SHALL REMAIN IN EXISTENCE UNLESS AND UNTIL ALL LOTS WITHIN THIS SUBDIVISION HAVE ASSUMED COMMON OWNERSHIP OF SAID TRACTS. IN THE EVENT THAT THE HOA SHOULD BE DISSOLVED, THEN EACH LOT SHALL HAVE AN EQUAL AND UNDIVIDED OWNERSHIP INTEREST IN THE TRACTS PREVIOUSLY OWNED BY THE HOA AS WELL AS RESPONSIBILITY FOR MAINTAINING THE TRACTS. MEMBERSHIP IN THE HOA AND PAYMENT OF DUES OR OTHER ASSESSMENTS FOR MAINTENANCE PURPOSES SHALL BE A REQUIREMENT OF LOT OWNERSHIP, AND SHALL REMAIN AN APPURTENANCE TO AND INSEPARABLE FROM EACH LOT. THIS COVENANT SHALL BE BINDING UPON AND INURE TO THE BENEFIT OF THE HOA, THE OWNERS OF ALL LOTS WITHIN THE SUBDIVISION AND ALL OTHERS HAVING ANY INTEREST IN THE TRACTS OR LOTS.

IN WITNESS WHEREOF, WE SET OUR HANDS AND SEALS THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2016.

BY: \_\_\_\_\_ IT'S: \_\_\_\_\_

BY: \_\_\_\_\_ IT'S: \_\_\_\_\_

### ACKNOWLEDGEMENTS:

STATE OF WASHINGTON )  
COUNTY OF SNOHOMISH ) SS

I CERTIFY THAT I KNOW OR HAVE SATISFACTORY EVIDENCE THAT \_\_\_\_\_ IS THE PERSON WHO APPEARED BEFORE ME, AND SAID PERSON ACKNOWLEDGED THAT (HE/SHE/THEY) SIGNED THIS INSTRUMENT, ON OATH STATED THAT (HE/SHE/THEY) WAS/WERE AUTHORIZED TO EXECUTE THE INSTRUMENT AND ACKNOWLEDGED IT AS THE \_\_\_\_\_ OF VOLUNTARY ACT OF SUCH PARTY FOR THE USES AND PURPOSES MENTIONED IN THE INSTRUMENT.

DATED: \_\_\_\_\_  
SIGNATURE: \_\_\_\_\_  
(PRINT NAME): \_\_\_\_\_  
NOTARY PUBLIC IN AND FOR THE STATE OF WASHINGTON  
RESIDING AT \_\_\_\_\_  
MY APPOINTMENT EXPIRES: \_\_\_\_\_

STATE OF WASHINGTON )  
COUNTY OF SNOHOMISH ) SS

I CERTIFY THAT I KNOW OR HAVE SATISFACTORY EVIDENCE THAT \_\_\_\_\_ IS THE PERSON WHO APPEARED BEFORE ME, AND SAID PERSON ACKNOWLEDGED THAT (HE/SHE/THEY) SIGNED THIS INSTRUMENT, ON OATH STATED THAT (HE/SHE/THEY) WAS/WERE AUTHORIZED TO EXECUTE THE INSTRUMENT AND ACKNOWLEDGED IT AS THE \_\_\_\_\_ OF VOLUNTARY ACT OF SUCH PARTY FOR THE USES AND PURPOSES MENTIONED IN THE INSTRUMENT.

DATED: \_\_\_\_\_  
SIGNATURE: \_\_\_\_\_  
(PRINT NAME): \_\_\_\_\_  
NOTARY PUBLIC IN AND FOR THE STATE OF WASHINGTON  
RESIDING AT \_\_\_\_\_  
MY APPOINTMENT EXPIRES: \_\_\_\_\_

STATE OF WASHINGTON )  
COUNTY OF SNOHOMISH ) SS

I CERTIFY THAT I KNOW OR HAVE SATISFACTORY EVIDENCE THAT \_\_\_\_\_ IS THE PERSON WHO APPEARED BEFORE ME, AND SAID PERSON ACKNOWLEDGED THAT (HE/SHE/THEY) SIGNED THIS INSTRUMENT, ON OATH STATED THAT (HE/SHE/THEY) WAS/WERE AUTHORIZED TO EXECUTE THE INSTRUMENT AND ACKNOWLEDGED IT AS THE \_\_\_\_\_ OF VOLUNTARY ACT OF SUCH PARTY FOR THE USES AND PURPOSES MENTIONED IN THE INSTRUMENT.

DATED: \_\_\_\_\_  
SIGNATURE: \_\_\_\_\_  
(PRINT NAME): \_\_\_\_\_  
NOTARY PUBLIC IN AND FOR THE STATE OF WASHINGTON  
RESIDING AT \_\_\_\_\_  
MY APPOINTMENT EXPIRES: \_\_\_\_\_

### APPROVALS:

#### APPROVAL OF PUBLIC IMPROVEMENTS:

EXAMINED AND APPROVED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2016.

LAKE STEVENS PUBLIC WORKS DIRECTOR

#### PLANNING AND COMMUNITY DEVELOPMENT SUBDIVISION APPROVAL:

EXAMINED AND APPROVED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2016.

#### CITY COUNCIL APPROVAL:

EXAMINED, FOUND TO BE IN CONFORMITY WITH APPLICABLE ZONING AND OTHER LAND USE CONTROLS, AND APPROVED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2016.

LAKE STEVENS MAYOR \_\_\_\_\_ DATE \_\_\_\_\_

### AUDITOR'S CERTIFICATE:

FILED FOR RECORD AT THE REQUEST OF NORMAN E. LARSON THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2016, AT \_\_\_\_\_ MINUTES PAST \_\_\_\_\_ M., AND RECORDED IN VOLUME \_\_\_\_\_ OF PLATS, PAGE \_\_\_\_\_ AFN \_\_\_\_\_ RECORDS OF SNOHOMISH COUNTY, WASHINGTON.

AUDITOR, SNOHOMISH COUNTY

BY: \_\_\_\_\_  
DEPUTY COUNTY AUDITOR

### TREASURER'S CERTIFICATES:

I HEREBY CERTIFY THAT ALL STATE AND COUNTY TAXES HERETOFORE LEVIED AGAINST THE PROPERTY DESCRIBED HEREIN, ACCORDING TO THE BOOKS AND RECORDS OF MY OFFICE, HAVE BEEN FULLY PAID AND DISCHARGED, INCLUDING \_\_\_\_\_ TAXES.

TREASURER, SNOHOMISH COUNTY

BY: \_\_\_\_\_  
DEPUTY TREASURER, SNOHOMISH COUNTY

### CERTIFICATE OF CITY TREASURER:

I HEREBY CERTIFY THAT ALL MONIES AND DEBTS PERTAINING TO THIS DIVISION WERE PAID TO THE CITY OF LAKE STEVENS BY THE \_\_\_\_\_ DAY OF \_\_\_\_\_, 2016.

FINANCE DIRECTOR \_\_\_\_\_ DATE \_\_\_\_\_

### SURVEYOR'S CERTIFICATE:

I HEREBY CERTIFY THAT THIS PLAT OF THE DUNROVEN RANCH IS BASED UPON AN ACTUAL SURVEY AND SUBDIVISION OF SECTION 24, TOWNSHIP 29 NORTH, RANGE 5 EAST, W.M. AS REQUIRED BY STATE STATUTES; THAT THE DISTANCES, COURSES AND ANGLES ARE SHOWN THEREON CORRECTLY; THAT THE MONUMENTS SHALL BE SET AND LOT AND BLOCK CORNERS SHALL BE STAKED CORRECTLY ON THE GROUND, THAT I FULLY COMPLIED WITH THE PROVISIONS OF THE STATE AND LOCAL STATUTES AND REGULATIONS GOVERNING PLATTING.

\_\_\_\_\_  
NORMAN E. LARSON, P.L.S. 22338

1-20-16  
DATE

LUA2015-0123



**CENTRE POINTE**  
Consultants, Inc., P.S.

14209 29th Street East, #105 - Sumner, WA 98390  
253-987-5924 main 253-987-7859 fax

DRAWN BY: D Woods	CHECKED BY: N Larson
DATE: June 20, 2015	JOB NAME: Plat
SCALE: NA	JOB NO.: 2513

INDEX DATA: SW-NW, 24-29N-5E
SURVEY FOR: Hillcrest Contracting, Inc. 7625 10th Street Southeast Lake Stevens, WA 98258
SNOHOMISH COUNTY, WASHINGTON
SHEET 1 OF 5

VOLUME/PAGE

# DUNROVEN RANCH

## SURVEYOR'S NOTES:

- 1) THE MONUMENT CONTROL SHOWN FOR THIS SITE WAS ACCOMPLISHED BY FIELD TRAVERSE UTILIZING A ONE (1) SECOND THEODOLITE WITH INTEGRAL ELECTRONIC DISTANCE MEASURING METER (GEODIMETER 600) AND REAL TIME KINEMATIC (RTK) / STATIC GLOBAL POSITIONING SYSTEM (GPS). LINEAR AND ANGULAR CLOSURE OF THE TRAVERSES MEET THE STANDARDS OF WAC 332-130-090.
- 2) THIS SURVEY REPRESENTS PHYSICAL IMPROVEMENT CONDITIONS AS THEY EXISTED OCTOBER 27, 2005, THE DATE OF THIS FIELD SURVEY.
- 3) FULL RELIANCE FOR LEGAL DESCRIPTIONS AND RECORDED EASEMENTS HAVE BEEN PLACED ON THE TITLE REPORT FROM CHICAGO TITLE INSURANCE COMPANY COMMITMENT ORDER NO. 500030885C, DATED NOVEMBER 10, 2015. NO ADDITIONAL RESEARCH HAS BEEN ATTEMPTED.
- 4) OFFSET DIMENSIONS SHOWN HEREON ARE MEASURED PERPENDICULAR TO PROPERTY LINES.

## DESCRIPTION:

LOT 4, BLOCK 5, EAST EVERETT FIVE ACRE TRACTS, ACCORDING TO THE PLAT THEREOF, RECORDED IN VOLUME 5 OF PLATS, PAGE 36, RECORDS OF SNOHOMISH COUNTY, WASHINGTON;

EXCEPT THAT PORTION DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER;  
 THENCE EASTERLY 150 FEET;  
 THENCE NORTH 100 FEET;  
 THENCE WEST 150 FEET;  
 THENCE SOUTH 100 FEET TO THE TRUE POINT OF BEGINNING.

SITUATE IN THE COUNTY OF SNOHOMISH, STATE OF WASHINGTON.

## BASIS OF BEARING:

TRUE NORTH, BASED UPON GLOBAL POSITIONING SYSTEM (GPS) LAMBERT GRID WASHINGTON STATE NORTH ZONE COORDINATES. A CONVERGENCE ANGLE OF 00°57'12.82" COUNTERCLOCKWISE WAS APPLIED AT A PUNCH IN 2" BRASS DISC STAMPED "LS 17068", INCASED, AT THE INTERSECTION OF 87TH AVE SE AND 12TH ST. THE MONUMENT IS THE SE CORNER OF THE SE 1/4 OF THE SW 1/4 OF THE NW 1/4 OF SECTION 24, TOWNSHIP 29 NORTH, RANGE 5 EAST OF THE WILLAMETTE MERIDIAN.  
 THE NORTH AMERICAN DATUM OF 1983/1991 (NAD 83/91) GRID COORDINATES WERE FOUND TO BE 362036.342 / 1326783.878 AT THAT POINT. THE INVERSE OF BOTH THE SEA LEVEL CORRECTION FACTOR OF 0.999986046 AND THE GRID SCALE FACTOR OF 0.999944920 WAS APPLIED TO THE GRID COORDINATES FOR SHOWN GROUND DISTANCES.

## EASEMENT NOTES:

AN EASEMENT IS HEREBY RESERVED FOR AND GRANTED TO ALL UTILITIES SERVING SUBJECT PLAT AND THEIR RESPECTIVE SUCCESSORS AND ASSIGNS, UNDER AND UPON THE EXTERIOR 10 FEET PARALLEL WITH AND ADJOINING THE STREET FRONTAGE OF ALL LOTS, TRACTS AND COMMON AREAS IN WHICH TO INSTALL, LAY, CONSTRUCT, RENEW, OPERATE AND MAINTAIN UNDERGROUND CONDUITS, CABLES, PIPE, AND WIRES WITH NECESSARY FACILITIES AND OTHER EQUIPMENT FOR THE PURPOSE OF SERVING THIS SUBDIVISION AND OTHER PROPERTY WITH ELECTRIC, TELEPHONE, GAS, TELEVISION CABLE AND OTHER UTILITY SERVICES TOGETHER WITH THE RIGHT TO ENTER UPON THE LOTS, TRACTS AND COMMON AREAS AT ALL TIMES FOR THE PURPOSES HEREIN STATED.

AN EASEMENT FILED UNDER RECORDING NUMBER 8008260147, EXISTS. HOWEVER DOCUMENT DOES NOT CONTAIN AN EXACT LOCATION, SEE APPROXIMATE LOCATION CROSSING LOTS 9 AND 13 SHEET 4 OF 5.

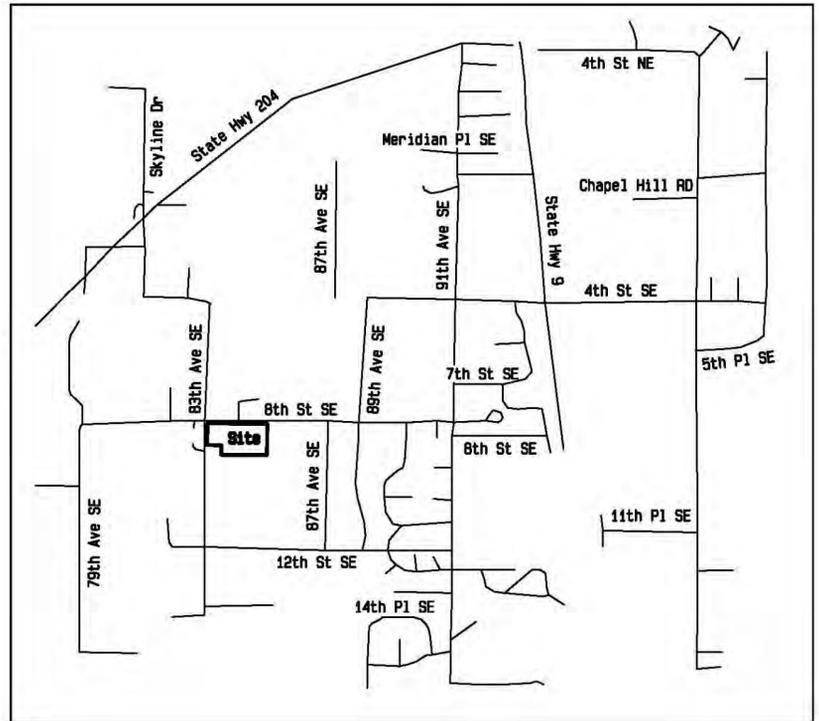
AN EASEMENT FILED UNDER RECORDING NUMBER 201510080321, EXISTS. THIS IS A BLANKET EASEMENT ACROSS THE ENTIRE SITE FOR AN ELECTRIC DISTRIBUTION SYSTEM.

THIS PLAT IS AFFECTED BY A 15' SANITARY SEWER EASEMENT, FILED UNDER RECORDING NUMBER \_\_\_\_\_.

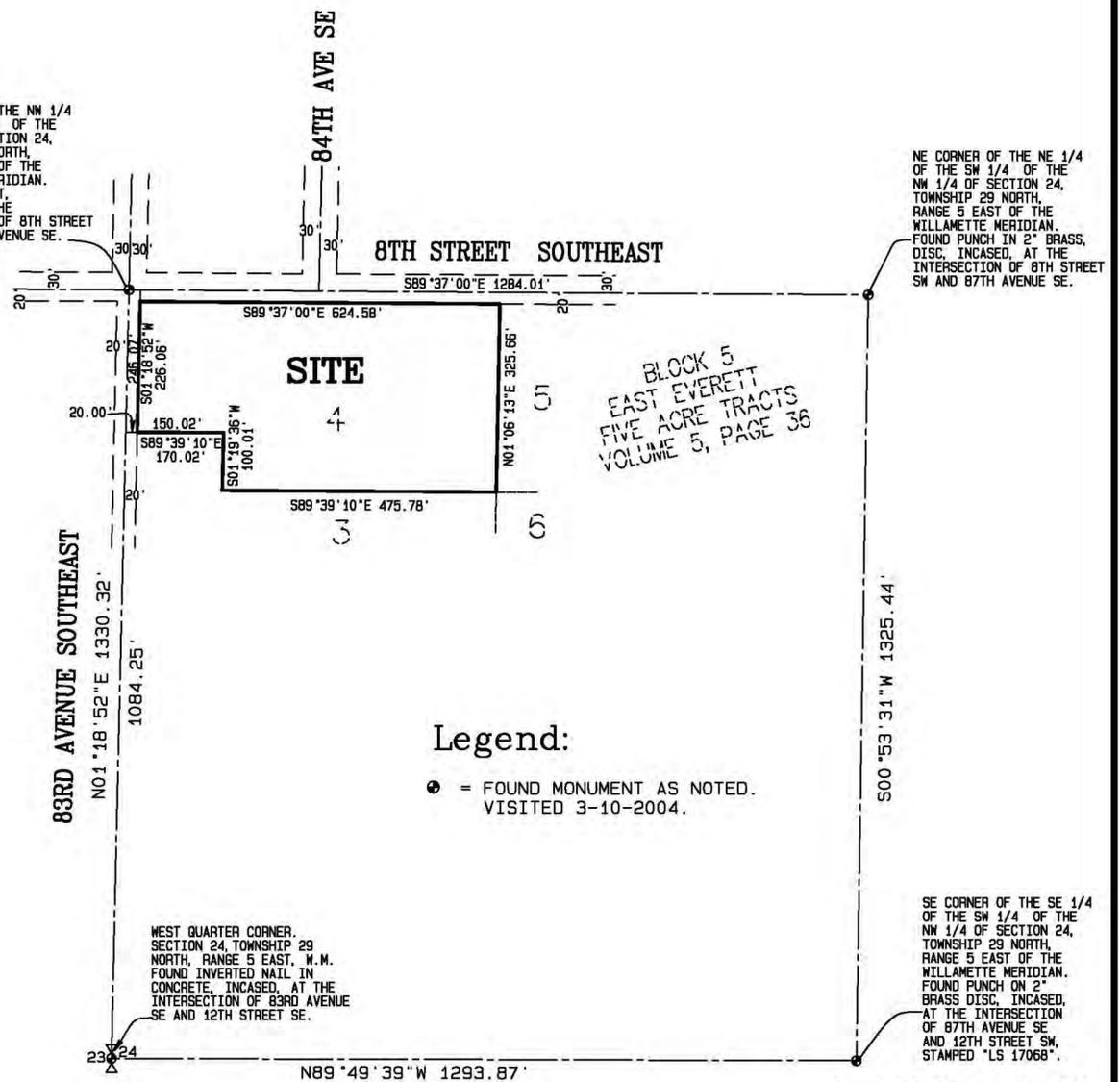
SEE DRAINAGE FACILITY MAINTENANCE COVENANT ON SHEET 5

## PLAT NOTES:

1. FOR ALL LOTS IN THE PROPOSED SUBDIVISION THAT ARE SMALLER THAN 7200 SQUARE FEET, SETBACKS FROM RIGHT-OF-WAYS SHALL BE 15 FEET, EXCEPT THAT GARAGES, WHICH MUST BE 18 FEET. CORNER LOTS MAY REDUCE ONE RIGHT-OF-WAY SETBACK TO NO LESS THAN 10 FEET.
2. THE PLANTER AREA OF ALL RIGHT-OF-WAYS IMPROVED BY THIS SUBDIVISION SHALL BE MAINTAINED BY THE HOME OWNER'S ASSOCIATION.
3. A FIRE HYDRANT SHALL BE LOCATED WITHIN 300 FEET OF ALL DWELLING UNITS, OR THE DWELLING UNITS MUST BE PROTECTED WITH FIRE SPRINKLERS PURSUANT TO LSMC 14.84060 (C) (2) (I).



NW CORNER OF THE NW 1/4 OF THE SW 1/4 OF SECTION 24, TOWNSHIP 29 NORTH, RANGE 5 EAST OF THE WILLAMETTE MERIDIAN. FOUND MONUMENT, INCASED, AT THE INTERSECTION OF 8TH STREET SW AND 83RD AVENUE SE.



LUA2015-0123



**CENTRE  
 POINTE**  
 Consultants, Inc., P.S.  
 14209 29th Street East, #105 - Sumner, WA 98390  
 253-987-5924 main 253-987-7859 fax

DRAWN BY: D Woods	CHECKED BY: N Larson
DATE: June 20, 2015	JOB NAME: Plat
SCALE: NA	JOB NO.: 2513

INDEX DATA:  
 SW-NW, 24-29N-5E

SURVEY FOR:  
 Hillcrest Contracting, Inc.  
 7625 10th Street Southeast  
 Lake Stevens, WA 98258

SNOHOMISH COUNTY, WASHINGTON

SHEET 2 OF 5

VOLUME/PAGE

# DUNROVEN RANCH

FOUND MONUMENT, INCASED,  
 AT THE INTERSECTION OF  
 83RD AVENUE SE AND  
 8TH STREET SE.

83RD AVENUE SOUTHEAST

8TH STREET SOUTHEAST  
 S89°37'00"E

TRACT 999

LOT 16  
 7924 SQ. FT.  
 0.182 ACRES

LOT 15  
 7935 SQ. FT.  
 0.182 ACRES

LOT 1  
 7945 SQ. FT.  
 0.182 ACRES

TRACT 999  
 (DETENTION VAULT)  
 11411 SQ. FT.  
 0.262 ACRES

LOT 2  
 5771 SQ. FT.  
 0.132 ACRES

LOT 3  
 4555 SQ. FT.  
 0.105 ACRES

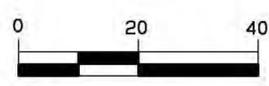
LOT 4  
 3895 SQ. FT.  
 0.089 ACRES

LOT 6  
 5560 SQ. FT.  
 0.128 ACRES

LOT 5  
 7965 SQ. FT.  
 0.183 ACRES

TRACT 998  
 (N.G.P.A.)  
 12805 SQ. FT.  
 0.294 ACRES

KAINITZ  
 00431400500401

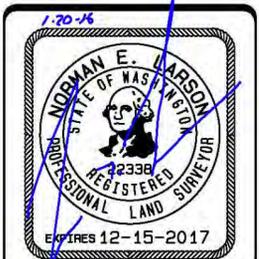


Scale:  
 1" = 20'

BLOCK 5  
 EAST EVERETT  
 FIVE ACRE TRACTS  
 VOLUME 5, PAGE 38

**LEGEND:**

- = FOUND MONUMENT AS NOTED. VISITED 3-10-2004.
- ⊗ = MONUMENT TO BE SET.
- = 5/8" REBAR WITH CAP STAMPED "CPC INC 22338" TO BE SET



**CENTRE POINTE**  
 Consultants, Inc., P.S.  
 14209 29th Street East, #105 - Sumner, WA 98390  
 253-987-5924 main 253-987-7859 fax

DRAWN BY: D Woods	CHECKED BY: N Larson
DATE: June 20, 2015	JOB NAME: Plat
SCALE: 1" = 20'	JOB NO.: 2513

INDEX DATA:  
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 Hillcrest Contracting, Inc.  
 7625 10th Street Southeast  
 Lake Stevens, WA 98258

SNOHOMISH COUNTY, WASHINGTON

SHEET 3 OF 5

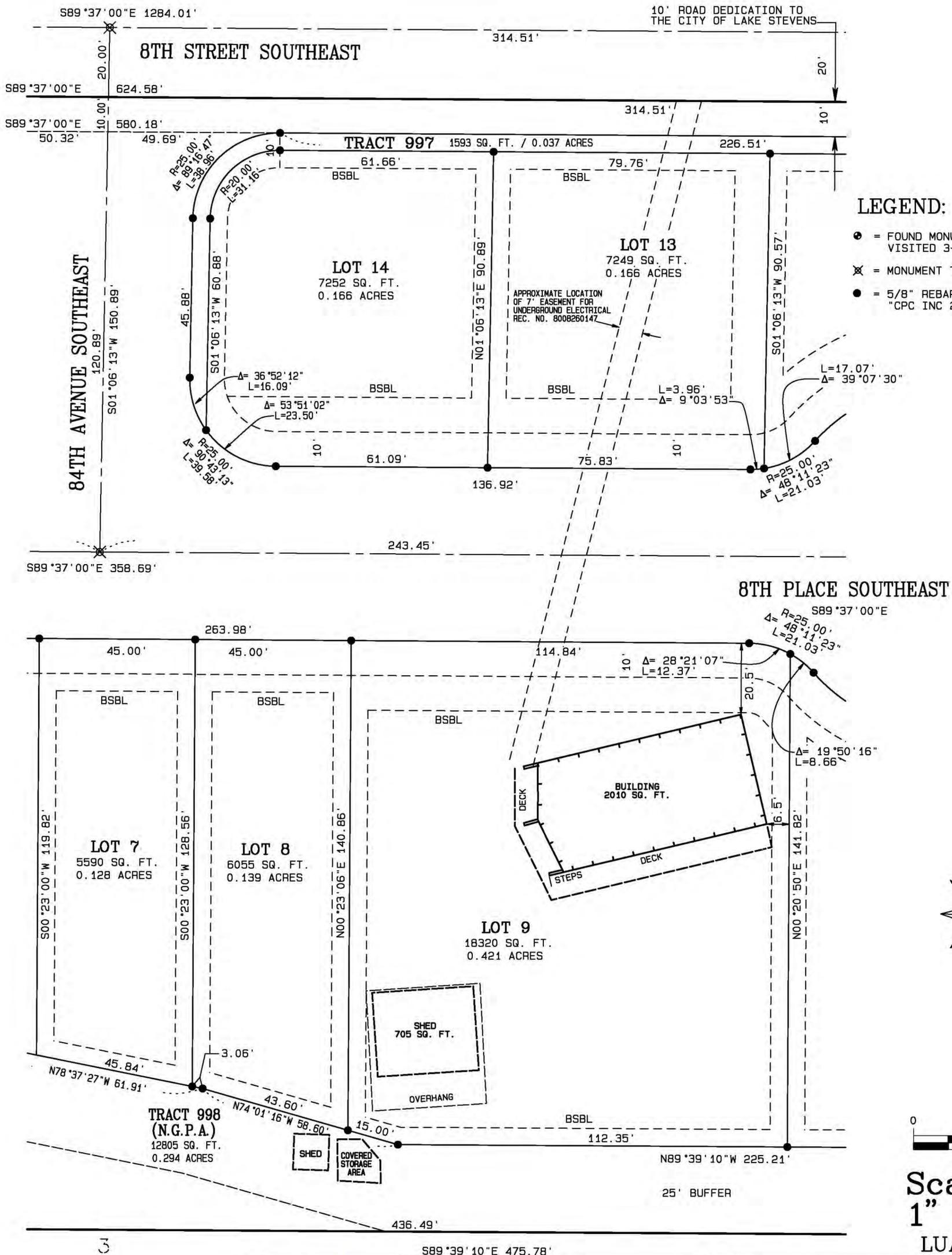
LUA2015-0123

WEST QUARTER CORNER.  
 SECTION 24, TOWNSHIP 29  
 NORTH, RANGE 5 EAST, W.M.  
 FOUND INVERTED NAIL IN  
 CONCRETE, INCASED, AT THE  
 INTERSECTION OF 83RD AVENUE  
 SE AND 12TH STREET SE.

VOLUME/PAGE

# DUNROVEN RANCH

VOLUME/PAGE



3  
 TOLL  
 00431400500300



**CENTRE  
 POINTE**  
 Consultants, Inc., P.S.

14209 29th Street East, #105 - Sumner, WA 98390  
 253-987-5924 main 253-987-7859 fax

DRAWN BY: D Woods	CHECKED BY: N Larson
DATE: June 20, 2015	JOB NAME: Plat
SCALE: 1" = 20'	JOB NO.: 2513

INDEX DATA:  
 SW-NW, 24-29N-5E

SURVEY FOR:  
 Hillcrest Contracting, Inc.  
 7625 10th Street Southeast  
 Lake Stevens, WA 98258

**SNOHOMISH COUNTY, WASHINGTON**

**SHEET 4 OF 5**

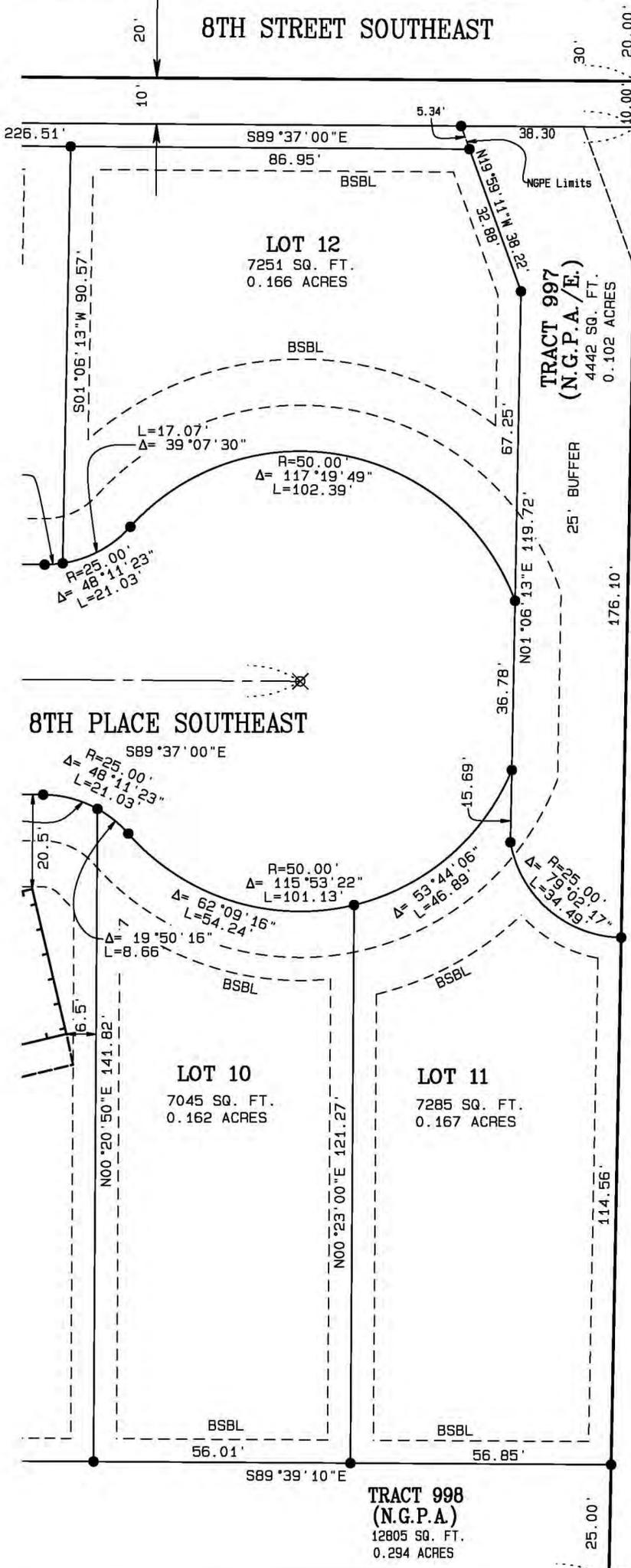
VOLUME/PAGE

# DUNROVEN RANCH

VOLUME/PAGE

10' ROAD DEDICATION TO THE CITY OF LAKE STEVENS

FOUND PUNCH ON 2" BRASS DISC, INCISED, AT THE INTERSECTION OF 8TH AVENUE SE AND 8TH STREET SE.



## DRAINAGE FACILITY MAINTENANCE COVENANT:

WE, THE OWNERS AND CONTRACT PURCHASERS OF THE LANDS HEREIN PLATTED (GRANTOR), AGREE THAT THE OBLIGATIONS OF GRANTOR SHALL INURE TO THE BENEFIT OF AND BE BINDING UPON THE HEIRS, SUCCESSORS, AND ASSIGNS. GRANTOR AGREES THAT THIS COVENANT TOUCHES AND CONCERNS THE LAND DESCRIBED HEREIN AND SHALL RUN WITH THE LAND.

GRANTOR BY EXECUTION OF THIS COVENANT ACKNOWLEDGES THAT THE BENEFITS OF THIS COVENANT INURE TO GRANTOR, DOWNSTREAM PROPERTY OWNERS, AND THE GENERAL PUBLIC, AND THAT THE CITY OF LAKE STEVENS (CITY) AS THIRD-PARTY BENEFICIARY OF THIS COVENANT HAS THE RIGHT, BUT NOT THE OBLIGATION, TO ENFORCE THIS COVENANT ON BEHALF OF DOWNSTREAM PROPERTY OWNERS AND THE GENERAL PUBLIC. CITY REQUIRES THIS COVENANT TO PROTECT PRIVATE AND PUBLIC PROPERTY, PRIVATE AND PUBLIC DRAINAGE INFRASTRUCTURE, AND NATURAL RESOURCES OF DOWNSTREAM PROPERTY OWNERS AND THE GENERAL PUBLIC.

GRANTOR, IN CONSIDERATION OF THE APPROVAL OF THIS SUBDIVISION, HEREBY COVENANTS TO PERFORM REGULAR MAINTENANCE UPON THE DRAINAGE FACILITIES INSTALLED, OR TO BE INSTALLED, UPON GRANTOR'S PROPERTY. REGULAR MAINTENANCE SHALL INCLUDE, AT A MINIMUM, ANNUAL INSPECTION OF THE STORM WATER DRAINAGE SYSTEM, AS APPLICABLE. THE SYSTEM SHALL INCLUDE THE STORM WATER CONVEYANCE SYSTEM PIPES, DITCHES, SWALES, AND CATCH BASINS; STORM WATER FLOW REGULATION SYSTEM DETENTION PONDS, VAULTS, PIPES, RETENTION PONDS, FLOW REGULATION AND CONTROL STRUCTURES; INFILTRATION SYSTEMS AND WATER QUALITY CONTROL SYSTEM.

THE SCOPE OF THIS COVENANT AND RIGHT OF ENTRY SHALL BE ADEQUATE TO PROVIDE FOR THE ACCESS, INSPECTION, AND MAINTENANCE OF THE STORM WATER DRAINAGE SYSTEM, AND SHALL BE SUBJECT TO THE FOLLOWING TERMS AND CONDITIONS:

1. CITY SHALL HAVE THE PERPETUAL RIGHT OF ENTRY ACROSS ADJACENT LANDS OF THE GRANTOR FOR PURPOSES OF INSPECTING, AUDITING, OR CONDUCTING REQUIRED MAINTENANCE OF THE DRAINAGE FACILITY.
2. IF CITY INSPECTION DETERMINES THAT MAINTENANCE IS NOT BEING PERFORMED, CITY SHALL ENDEAVOR TO PROVIDE GRANTOR REASONABLE ADVANCE NOTIFICATION OF THE NEED TO PERFORM THE MAINTENANCE AND A REASONABLE OPPORTUNITY FOR GRANTOR TO PERFORM IT. IN THE EVENT THAT GRANTOR FAILS TO COMPLETE THE REQUIRED MAINTENANCE WITHIN A REASONABLE TIME PERIOD, CITY SHALL HAVE THE RIGHT TO PERFORM OR CONTRACT WITH OTHERS TO PERFORM IT AT THE SOLE EXPENSE OF THE GRANTOR. IF CITY IN ITS SOLE DISCRETION DETERMINES THAT AN IMMINENT OR PRESENT DANGER EXISTS, REQUIRED MAINTENANCE AND/OR REPAIR MAY BEGIN IMMEDIATELY AT GRANTOR'S EXPENSE WITHOUT PRIOR NOTICE TO GRANTOR. IN SUCH EVENT, CITY SHALL PROVIDE GRANTOR WITH A WRITTEN STATEMENT AND ACCOUNTING OF ALL WORK PERFORMED AND THE FEES, CHARGES, AND EXPENSES INCURRED IN MAKING SUCH REPAIRS. GRANTOR SHALL AGREE TO REIMBURSE CITY OR PAY CITY'S VENDORS DIRECTLY FOR ALL REASONABLE FEES, CHARGES, AND EXPENSES IDENTIFIED IN CITY'S STATEMENT.
3. IF CITY IS REQUIRED TO ACT AS A RESULT OF GRANTOR'S FAILURE TO COMPLY WITH THIS COVENANT, CITY MAY REMOVE ANY OBSTRUCTIONS AND/OR INTERFERENCES THAT IN THE SOLE OPINION OF CITY IMPAIR THE OPERATION OF THE DRAINAGE FACILITY OR THE MAINTENANCE THEREOF. GRANTOR AGREES TO HOLD CITY, ITS OFFICERS, EMPLOYEES, AND AGENTS HARMLESS FROM ANY AND ALL CLAIMS, ACTIONS, SUITS, LIABILITY, LOSS, EXPENSES, DAMAGES AND JUDGMENTS OF ANY NATURE WHATSOEVER, INCLUDING COSTS AND ATTORNEY'S FEES, INCURRED BY THE REMOVAL OF VEGETATION OR PHYSICAL INTERFERENCE FROM THE DRAINAGE FACILITY.
4. WHEN EXERCISING THE MAINTENANCE PROVISIONS OF THE COVENANT, IN THE EVENT OF NONPAYMENT, CITY MAY BRING SUIT TO RECOVER SUCH COSTS, INCLUDING ATTORNEY'S FEES, AND UPON OBTAINING A JUDGMENT, SUCH AMOUNT SHALL BECOME A LIEN AGAINST THE PROPERTY OF GRANTOR AS PROVIDED IN RCW 4.56.190.
5. GRANTOR COVENANTS THAT ALL OF THE OWNERS, CONTRACT PURCHASERS AND LIEN HOLDERS OF THE PROPERTY DESCRIBED HEREIN HAVE SIGNED THE DEDICATION AND/OR DECLARATION OF THIS SUBDIVISION, THAT THEY HAVE THE RIGHT TO GRANT THIS COVENANT ON THE PROPERTY, AND THAT THE TITLE TO THE PROPERTY IS FREE AND CLEAR OF ANY ENCUMBRANCES WHICH WOULD INTERFERE WITH THE ABILITY TO GRANT THIS COVENANT.

## IMPERVIOUS SURFACE:

THE STORMWATER SYSTEM AS DESIGNED AND CONSTRUCTED WILL ACCOMMODATE A TOTAL OF 47,916 SQUARE FEET OF IMPERVIOUS SURFACE FOR THE LOTS AND ASSOCIATED IMPROVEMENTS. THE STORMWATER SYSTEM AS DESIGNED AND CONSTRUCTED LIMITS EACH LOT TO APPROXIMATELY 40% IMPERVIOUS AREA, WHICH IS LESS THAN THE 55% LOT COVERAGE STANDARD PER SNOHOMISH COUNTY CODE. THE DEVELOPER WILL BE RESPONSIBLE TO TRACK TOTAL REMAINING IMPERVIOUS AREA AT THE TIME OF BUILDING PERMIT APPLICATION

## LEGEND:

- = FOUND MONUMENT AS NOTED. VISITED 3-10-2004.
- ⊗ = MONUMENT TO BE SET.
- = 5/8" REBAR WITH CAP STAMPED "CPC INC 22338" TO BE SET



**CENTRE POINTE**  
 Consultants, Inc., P.S.  
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SHEET 5 OF 5

VOLUME/PAGE

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LAKE STEVENS CITY COUNCIL  
**STAFF REPORT**

Council Agenda Date: January 25, 2016

**Subject:** Zachor & Thomas Inc., P.S.-City Prosecutor/DV Coordinator PSA

<b>Contact</b>	Chief Daniel Lorentzen	<b>Budget</b>	\$19,753.12
<b>Person/Department:</b>	_____	<b>Impact:</b>	_____

---

**RECOMMENDATION(S)/ACTION REQUESTED OF COUNCIL:** Authorize the Mayor to sign the Zachor & Thomas PSA for Prosecutor and Domestic Violence Coordinator Services.

---

**SUMMARY/BACKGROUND:** The City of Lake Stevens has utilized Zachor & Thomas Inc., P.S. as its city prosecutor since 2001. This relationship has been very beneficial not only for the city, but to the citizens we serve. Zachor & Thomas have been very responsive to the needs of the police department when called upon for their legal opinions for cases needing prosecution. The department has built a solid foundation with Zachor & Thomas for the legal updates and legal work that is needed to be successful. Zachor & Thomas Inc., P.S. represents numerous municipal agencies in the Snohomish County area.

This contract comes before the Lake Stevens City Council as we continue to build our level of services to our citizens. The renewed contract for the 2016 budget year and beyond would need an amendment of \$19,753.12. This increase is detailed in the following paragraphs.

The largest increase to this contract is for a Domestic Violence Coordinator. The current practice of the city prosecutor trying to call and coordinate with the victim is not the best practice. This was done as a stop gap measure for the last couple years, but is not sustainable or recommended to meet professional standards. The coordinator position is needed, so that victims of domestic violence have someone to help them through the legal process. The funding needed to staff for 10-12 hours a week is \$1,200.00 dollars a month. These dollars would pay for a regional approach to providing this service with our neighboring cities, Marysville and Arlington.

The second part of the needed funding request is a 5% increase over the current contract. The prosecutor's office has seen a significant increase in their work load as they have had to manage procedural changes with the court and the new public defense standards. These standards were implemented by the Washington State Supreme Court and have had a far reaching effect on how criminal cases are being managed. While this standard was primarily put into place for defense work, the ramifications and work load have carried over to the prosecutors office. Since 2013, Zachor & Thomas have seen our average case load filings reach 420 criminal case a year. This does not account for the civil infraction cases they prosecute or any of the time spent reviewing cases for a charging decision. The trend appears to be on the upswing and will continue in the foreseeable future.

The recommendation by staff is to approve the contract with Zachor & Thomas Inc., P.S. A budget amendment will be necessary from general fund reserves.

---

**APPLICABLE CITY POLICIES:**

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**BUDGET IMPACT: A budget amendment will be necessary from general fund reserves.**

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**ATTACHMENTS:**

- ▶ Exhibit A: PSA Agreement with Zachor & Thomas Inc., P.S.

EXHIBIT A

**PROFESSIONAL SERVICES  
AGREEMENT**

**THIS AGREEMENT** ("Agreement") is made and entered into between the City of Lake Stevens, a Washington municipal corporation (hereinafter referred to as the "City"), and the Law Offices of Zachor & Thomas, Inc., P.S. (hereinafter referred to as the "Consultant").

**WHEREAS**, the City wishes to contract with a skilled firm with attorneys familiar with the prosecution of criminal and infraction matters involving allegations of violation of municipal ordinances;

**WHEREAS**, the Consultant and its attorneys are licensed to practice law in the State of Washington and have experience as prosecutors within the State of Washington and the City of Lake Stevens;

**WHEREAS**, the City and the Consultant have a current contract for prosecutorial services that expires on December 31<sup>st</sup>, 2015; and

**WHEREAS**, the City has been satisfied with the services of the Consultant;

**NOW THEREFORE**, in consideration of the mutual promises and benefits to be derived, this Agreement is entered into on a date specified hereafter between the City and the Consultant, subject to the terms and conditions set forth below:

1. **Scope of work.** The scope of work shall include all services and material necessary to accomplish the above mentioned objectives in accordance with the Scope of Work that is marked as Exhibit A, attached hereto and incorporated herein by this reference.
2. **Payments.** The Consultant shall be paid by the City for completed work for services rendered under this Agreement as provided hereinafter. Such payment shall be full compensation for work performed or services rendered and for all labor, materials, supplies, equipment and incidentals necessary to complete the work, and shall consist of the following:
  - 2.1. **Base Rate:** The Prosecutor shall receive a monthly retainer of \$10,569.36 per month for performance of those duties set forth in Attachment A, Scope of Work.
  - 2.2. **Hourly Rate.** Services performed outside the scope of work described in Attachment A, or which may be mutually agreed upon to be added at a later date, or additional court calendars including preparation and appearance time, shall be in addition to the base rate set forth in paragraph 2.1. Absent a separate agreement, those services shall be billed at a rate of ONE HUNDRED TWENTY FIVE DOLLARS (\$125.00) per hour. Any Rules of Appeal of Decisions of Courts of Limited Jurisdiction ( RALJ ) case filed in Superior

Court, shall be billed at the rate of ONE HUNDRED DOLLARS TWENTY FIVE (\$125.00) per hour. Forfeitures shall be billed at a flat rate of \$300 per case.

Any other cases filed at the Court of Appeals; cases filed at the Supreme Court; cases filed in another Division of the Snohomish County District Court; forfeiture cases filed in courts other than the Marysville Municipal Court, which require the appearance of the Prosecutor; and such other activities agreed to by the City and the Prosecutor, shall be billed at ONE HUNDRED FIFTY DOLLARS (\$150.00) per hour. The Consultant shall obtain written approval from the City prior to pursuing appeal of any matter beyond the Superior Court.

- 2.3 Fees Review. The schedule of fees provided for in paragraph 2.1 and 2.2 shall apply for the contract period reflected in Article 4. Should the court substantially alter the requirements of the Consultant, the Consultant shall provide notification to the City. Changes in fees shall be proposed by the Consultant to the Mayor. Any changes must be mutually agreed to by the Mayor and the Consultant, and then must be approved by the Lake Stevens City Council. Upon acceptance by all parties, the changes will be made a part of this Agreement.

Payment Rate Adjustment. The payment rate shall be increased each January 1st by 4%. This shall take into account the cost of doing business as well as the cost of nominal filing increases, increases in legal research costs and malpractice. Should the filings exceed a 10% increase or decrease per calendar year, the parties may renegotiate the terms of this fee agreement.

- 2.4 Costs. The City shall be the sole obligor and shall pay all witness fees, expert witness fees (including but not limited to Speed Measuring Device Experts), transcript and document fee's and interpreters' fees determined to be necessary by the Consultant in the preparation and disposition of its cases. The City shall approve all other anticipated fees, before such expense is incurred. The City will not unreasonably delay in granting approval of such expenses. The City further agrees to hold the Consultant harmless from such expenses and costs as set forth hereinabove.

- 2.5 Assistant Prosecutors. The City contracts with the Consultant for a monthly fee for prosecution services. Should the Consultant be absent, it shall be the responsibility of the Consultant to provide substitute coverage with a properly licensed State of Washington attorney, who has been previously approved by the Court.

If a "Conflict Prosecutor" is required, such "Conflict Prosecutor" shall be approved by the City through its Court. The City is responsible for any costs

associated with the "Conflict Prosecutor, where there is an actual conflict with the City.

3. **Ownership and use of documents.** All City files and other documents maintained by the Consultant shall be the files of the City and accessible by the City through its City Attorney or other duly authorized representative during normal business hours, subject to the Washington State Bar Association Rules of Ethics. At the request of the City, any and all files maintained by the Consultant shall be tendered to the City, subject to the terms and conditions of this Agreement and the Washington State Bar Association Rules of Ethics. All equipment and facilities furnished by the City shall remain the sole property of the City. Any equipment, facilities and materials provided by the Consultant shall remain the sole property of the Consultant.

4. **Term of Contract.** The term of this Agreement shall be from the \_\_\_\_ day of \_\_\_\_\_, 2016 through December 31, 2018. Upon the effective date of this Agreement, all other existing contracts and/or agreements between the parties for prosecutorial services shall terminate. The Consultant shall submit a proposed contract for the calendar year 2018 by mutual date of the parties. It is anticipated that negotiations for renewal of this contract will take place prior to the expiration of 2018 ; provided, however, that if no negotiations shall occur, or if no agreement has been reached, this contract shall be renewed automatically each calendar year, subject to the same terms and conditions set forth herein. Consultant shall perform the work authorized by this Agreement promptly in accordance with the receipt of the required governmental approvals.

5. **Hold harmless agreement.** The Consultant shall indemnify and hold the City and its officers and employees harmless from and shall process and defend at its own expense all claims, demands, or suits at law or equity arising in whole or in part from the Consultant's negligence or breach of any of its obligations under this Agreement; provided that nothing herein shall require the Consultant to indemnify the City against and hold harmless the City from claims, demands or suits based solely upon the conduct of the City, its agents, officers and employees; and provided further that if the claims or suits are caused by or result from the concurrent negligence of: (a) the Consultant's agents or employees; and (b) the City, its agents, officers and employees, this indemnity provision with respect to: (1) claims or suits based upon such negligence; and/or (2) the costs to the City of defending such claims and suits shall be valid and enforceable only to the extent of the Consultant's negligence or the negligence of the Consultant's agents or employees.

The Consultant shall comply with all applicable sections of the applicable Ethics laws, including state statutes and the Washington Rules for Professional Conduct. The Consultant specifically assumes potential liability for actions brought by the Consultant's own employees against the City and, solely for the purpose of this indemnification and defense, the Consultant specifically waives any immunity under the state industrial insurance law, Title 51 RCW.

6. **General and professional liability insurance.** During the life of this Contract, the Prosecutor shall maintain professional liability and malpractice insurance which shall include anyone acting for or on behalf of the Prosecutor in the performance of this Contract. Such insurance shall be obtained from any insurance company authorized to do

business as such in the State of Washington and shall have policy limits of ONE MILLION DOLLARS (\$1,000,000.00) or more.

7. **Discrimination prohibited.** Consultant shall not discriminate against any employee or applicant for employment because of age, sex, marital status, sexual orientation, race, creed, color, national origin, honorably discharged veteran or military status, or the presence of any sensory, mental, or physical disability or the use of a trained dog guide or service animal by a person with a disability.

8. **Consultant is an independent contractor.** The parties intend that an independent contractor relationship will be created by this Agreement. No agent, employee or representative of the Consultant shall be deemed to be an agent, employee or representative of the City for any purpose. Consultant shall be solely responsible for all acts of its agents, employees, representatives and subcontractors during the performance of this contract.

9. **City approval of work and relationships.** Notwithstanding the Consultant's status as an independent contractor, results of the work performed pursuant to this contract must meet the approval of the City.

10. **Termination.** The attorney/client relationship is personal and involves the ability of the parties to communicate and maintain credibility. This is an agreement for legal services and either party may terminate the agreement for any reason upon one hundred twenty (180) days written notice and the contractor shall be paid through the last month of the billing cycle in which work is completed. In the event of termination, work in progress will be completed by Consultant if authorized by the City under terms acceptable to both parties. If completion of work in progress is not authorized or acceptable terms cannot be worked out, Consultant will submit all unfinished documents, reports, or other material to City and Consultant will be entitled to receive payment for any and all satisfactory work completed prior to the effective date of termination.

11. **Integration.** The entire agreement between the parties shall consist of this document and the Consultant's proposal, attached hereto as Exhibit A. These writings constitute the entire Agreement of the parties and shall not be amended except by a writing executed by both parties. In the event of any conflict between this written Agreement and any provision of Exhibit A, this Agreement shall control.

12. **Changes/Additional Work.** The City may engage Consultant to perform services in addition to those listed in this Agreement, and Consultant will be entitled to additional compensation for authorized additional services or materials as described in 2.2. The City shall not be liable for additional compensation until and unless any and all additional work and compensation is approved in advance in writing and signed by both parties to this Agreement. If conditions are encountered which are not anticipated in the Scope of Services, the City understands that a revision to the Scope of Services and fees may be required. Provided, however, that nothing in this paragraph shall be interpreted to obligate the Consultant to render or the City to pay for services rendered in excess of the

Scope of Services in Exhibit A unless or until an amendment to this Agreement is approved in writing by both parties.

13. **Standard of Care.** Consultant represents that Consultant has the necessary knowledge, skill and experience to perform services required by this Agreement. Consultant and any persons employed by Consultant shall use their best efforts to perform the work in a professional manner consistent with the Washington State Bar Association Standards.

14. **Non-waiver.** Waiver by the City of any provision of this Agreement or any time limitation provided for in this Agreement shall not constitute a waiver of any other provision.

15. **Non-assignable.** The services to be provided by the Consultant shall not be assigned or subcontracted without the express written consent of the City.

16. **Covenant against contingent fees.** The Consultant warrants that he has not employed or retained any company or person, other than a bona fide employee working solely for the Consultant, to solicit or secure this Agreement, and that he has not paid or agreed to pay any company or person, other than a bona fide employee working solely for the Consultant, any fee, commission, percentage, brokerage fee, gifts, or any other consideration contingent upon or resulting from the award of making of this Agreement. For breach or violation of this warranty, the City shall have the right to annul this Agreement without liability or, in its discretion to deduct from the contract price or consideration, or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift, or contingent fee.

17. **Compliance with laws.** The Consultant in the performance of this Agreement shall comply with all applicable Federal, State or local laws and ordinances, including regulations for licensing, certification and operation of facilities, programs and accreditation, and licensing of individuals, and any other standards or criteria as described in the Agreement to assure quality of services.

The Consultant specifically agrees to pay any applicable business and occupation (B & O) taxes which may be due on account of this Agreement.

18. **Notices.**

Notices to the Consultant shall be sent to the following address:

**Zachor & Thomas, Inc., P.S.  
23607 Highway 99, Suite 1D  
Edmonds, Washington 98026**

Receipt of any notice shall be deemed effective three days after deposit of written notice in the U.S. mails, with proper postage and properly addressed.

DATED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_.

CITY OF LAKE STEVENS

ZACHOR & THOMAS, INC., P.S.

By \_\_\_\_\_  
John Spencer, Mayor

By \_\_\_\_\_  
H. James Zachor, Jr., President

ATTEST:

\_\_\_\_\_  
\_\_\_\_\_, City Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
Office of the City Attorney

## **Attachment A**

### **Scope of Work Zachor & Thomas Prosecution Services**

The Consultant shall provide the following services

1. Review police incident reports for determination of charging;
2. Maintain all current cases in an appropriate filing system;
3. Review and remain familiar with filed criminal misdemeanor and gross misdemeanor cases;
4. Interview witnesses as necessary in preparation of prosecution of cases;
5. Until such time as the City hires a domestic violence coordinator, the Consultant shall provide staffing at a maximum of 12 hours per week to work as liaison between the police department and prosecutor to assist the prosecutor in the preparation of domestic violence cases.
6. Respond to discovery requests, make sentence recommendations and prepare legal memoranda, when necessary;
7. Prepare cases for trial, including the issuance of witness subpoenas (for service by the Police Department, when applicable), conduct evidence retrieval (with the assistance of the Police Department and other City agencies), and prepare jury instructions, as necessary;
8. Represent the City at all arraignments, pretrial hearings, motion hearings, review hearings, in-custody hearings, and trials on currently scheduled court days( based on the 2016 court calendar);
9. Prosecute contested code and traffic infraction violations which are scheduled on the regular 2016 criminal calendar;
10. Forfeitures shall be billed at a flat rate of \$300 per case. Notice of Intended Forfeitures and Seizure Hearings shall be set in the Court of jurisdiction within 90 days of receipt of Notice of Demand for Hearing.
11. Be available to the Police Department for questions at reasonable times, by providing appropriate telephone numbers, cell phone numbers, e-mail addresses, and voice mail access. Calls shall be returned as soon as practicable. And at a time and date to be mutually agreed upon by the parties, the Consultant shall conduct yearly training with the Police Department.



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LAKE STEVENS CITY COUNCIL  
**STAFF REPORT**

**Council Agenda** January 25, 2016  
**Date:** \_\_\_\_\_

**Subject:** Planning Director Recruitment

**Contact** Mary Swenson, Interim City Administrator **Budget** \$18,500  
**Person/Department:** \_\_\_\_\_ **Impact:** \_\_\_\_\_

---

**RECOMMENDATION(S)/ACTION REQUESTED OF COUNCIL:** Authorize the Mayor to enter into a contract with Prothman Company for recruitment of a Planning Director.

---

**SUMMARY/BACKGROUND:** Attached is a contract with Prothman Company for an Executive Search for the City's next Planning Director. The cost of this search, while not specifically budgeted, will be covered by the salary savings from the vacant position.

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**APPLICABLE CITY POLICIES:** N/A

---

**BUDGET IMPACT:** \$18,500

---

**ATTACHMENTS:** Contract with Prothman Company

January 21, 2016

Mr. John Spencer  
Mayor  
City of Lake Stevens  
1812 Main St.  
P.O. Box 257  
Lake Stevens, WA 98258

Dear Mayor Spencer:

Thank you for your confidence in Prothman to assist the City of Lake Stevens in the recruitment for its next Planning Director. The following represents a scope of work for this search and associated professional fees and expenses.

## SCOPE OF SERVICES

### Project Review

The first step will be to review the following topics:

- ◆ Review the scope of work and project schedule
- ◆ Identify the geographic scope of the search (local, regional or national)
- ◆ Review the compensation package and decide if a salary survey is needed
- ◆ Identify key stakeholders

### Information Gathering and Research

Our goal is to thoroughly understand the values and culture of the City of Lake Stevens, as well as the preferred qualifications you desire in your next Planning Director. We will travel to Lake Stevens and:

- ◆ Meet with the Mayor and other stakeholders as directed
- ◆ Review all documents related to the position

### Position Profile Development

We will develop a profile of your ideal candidate. Once the Position Profile is written and approved, it will serve as the foundation for our determination of a candidate's "fit" within the organization and community. Profiles include the following:

- ◆ **A description of the ideal candidate's qualifications**
  - Years of related experience and education required
  - Ideal personality traits and work habits
- ◆ **Organization-specific information**
  - Description of the organization, position and key responsibilities
  - Priorities and challenges facing the organization
- ◆ **Community-specific information**
  - Overview of the region
  - Description of the environment and quality of life details
- ◆ **Compensation package details**
- ◆ **Information on how to apply**

## Recruitment and Advertising Strategy

We recognize that often the best candidates are not actively looking for a new position - this is the person we want to reach and recruit. We have an aggressive recruitment strategy which involves the following:

- ◆ **Print and Internet-based Ads** placed nationally in professional publications, journals and on related websites.
- ◆ **Direct Mail Recruitment Brochures** sent directly to hundreds of highly qualified planning professionals who are not actively searching.
- ◆ **Direct Contact Calls** placed to planning professionals.
- ◆ **Posting the Position Profile on the Prothman website**, which receives thousands of hits per month.

## Candidate Screening

Once the application deadline has passed, we will conduct an extensive candidate review designed to gather detailed information on the leading candidates. The screening process has 4 key steps:

- 1) **Application Review:** Using the Position Profile as our guide, we will screen the candidates for qualifications based on the resumes, applications, and supplemental questions (to determine a candidate's writing skills, analytical abilities and communication style). After the initial screening, we take the yes's and maybe's and complete a second screening where we take a much deeper look into the training, work history and qualifications of each candidate.
- 2) **Personal Interviews:** We will conduct in-depth videoconference or in-person interviews with the top 8 to 15 candidates. During the interviews, we ask the technical questions to gauge their competency, and just as importantly, we design our interviews to measure the candidate's fit within your organization.
- 3) **Internet Publication Background Search:** We conduct an internet publication search on all semifinalist candidates prior to their interviews. If we find anything out of the ordinary, we discuss this during the initial interview and bring this information to you.
- 4) **Work Session:** We will prepare a detailed summary report which includes each candidate's application materials and the results of the personal interviews and publication search. We will travel to Lake Stevens and advise you of the candidates meeting the qualifications, our knowledge of them, and their strengths and weaknesses relative to fit within your organization. We will give you our recommendations and then work with you to identify the top 4 to 6 candidates to invite to the final interviews.

## Final Interview Process

- ◆ **Design of the Final Interviews**

The design of the final interviews is an integral component towards making sure that all stakeholders have the opportunity to learn as much as possible about each candidate. Elements of the design process include:

  - **Deciding on the Structure of the Interviews**

We will tailor the interview process to fit your needs. It may involve using various interview panels or just one-on-one interviews with the decision makers.
  - **Deciding on Candidate Travel Expenses**

We will help you identify which expenses your organization wishes to cover.

- **Identifying Interview Panel Participants & Panel Facilitators**  
We will work with you to identify the participants of different interview panels to ensure that all stakeholders identified have been represented.
- ◆ **Background Checks**  
Prior to the final interviews, we will conduct a background check on each of the finalist candidates. Background checks include the following:
  - **References**  
We conduct 4-6 reference checks on each candidate. We ask each candidate to provide names of their supervisors, subordinates and peers for the last several years.
  - **Education Verification, Criminal History, Driving Record and Sex Offender Check**  
We contract with Sterling for all driving record, education verification, criminal history, and sex offender checks.
- ◆ **Candidate Travel Coordination**  
For those candidates who will be traveling to the final interviews, we work with the candidates to organize the most cost effective travel arrangements.
- ◆ **Final Interview Binders**  
We will provide Final Interview Binders. They are the tool that keeps the final interview process organized and ensures that all interviewers are “on the same page” when it comes to evaluating each candidate.
- ◆ **Final Interviews with Candidates**  
We travel to Lake Stevens and facilitate the interviews. The interview process usually begins with a morning briefing where schedule and process will be discussed with all those involved in the interviews. Each candidate will then go through a series of one hour interview sessions, with an hour break for lunch.
- ◆ **Panelists & Decision Makers Debrief:** After the interviews are complete, we will facilitate a debrief with all panel participants where the panel facilitators will report their panel's view of the strengths and weaknesses of each candidate interviewed. The decision makers will also have an opportunity to ask panelists questions.
- ◆ **Candidate Evaluation Session:** After the debrief we will facilitate the evaluation process, help the decision makers come to consensus, discuss next steps, and organize any additional candidate referencing or research if needed.
- ◆ **Facilitate Employment Agreement:** Once the top candidate has been selected, we will offer any assistance needed in developing a letter of offer and negotiating terms of the employment agreement.

### **Warranty**

- ◆ **Repeat the Recruitment:** Should a top candidate not be chosen, we will repeat the recruitment with no additional professional fee. The only cost to you would be the cost for the expenses.





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LAKE STEVENS CITY COUNCIL  
**STAFF REPORT**

**Council Agenda** 25 January 2016  
**Date:** \_\_\_\_\_

**Subject:** Hartford Trail Head Centennial Trail Connection Survey – Supplemental Agreement No. 1

<b>Contact</b>	Mick Monken	<b>Budget</b>	\$9,401.00
<b>Person/Department:</b>	<u>Public Works</u>	<b>Impact:</b>	_____

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**RECOMMENDATION(S)/ACTION REQUESTED OF COUNCIL:** Authorize the Mayor to execute Supplemental Agreement No. 1 with Otak Inc. for survey services for Hartford Trail Head Centennial Trail Connection Survey in the amount of \$7,401 and authorize a \$2,000 management reserve.

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**SUMMARY/BACKGROUND:** On 8<sup>th</sup> December 2015 the Council authorized the Mayor to execute a Professional Services Agreement for survey services. This was an estimated amount and the intent was to execute a contract under an existing contracted service provider. It was discovered that the existing Professional Services Agreement was no longer a valid contract so staff has put this work under the recently awarded Master Professional Services Agreement for surveying service. Under this Master Agreement, all work is authorized under a Supplemental Agreement and work exceeding \$5,000 is to be approved by the City Council.

The survey services will be used to develop the base map by which the City staff will prepare the design for the trailhead and the transfer/trade of private and public land. The survey work is expected to be completed by early spring with a target for construction in the summer of 2016. The \$2,000 management reserve is for any contingency that may require additional work beyond the scope of services.

Otak is one of three firms included in the on-call engineering service Master Professional Services Agreement awarded by the City Council in December 2015. Otak was selected based on their position scoring.

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**BUDGET IMPACT: \$9,401.00 Park Mitigation**

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**ATTACHMENTS:**

- ▶ Exhibit A: Supplemental Agreement No. 1 with Fee

**EXHIBIT A**

**SUPPLEMENTAL AGREEMENT NO. 1  
TO  
PROFESSIONAL SERVICES AGREEMENT  
FOR  
CITY OF LAKE STEVENS  
Hartford Trail Head Centennial Trail Connection Survey**

This Supplemental Agreement No. 1 is made and entered into on the \_\_\_\_ day of \_\_\_\_\_, 2016, between the City of Lake Stevens, hereinafter called the "City" and **Otak, Inc.** hereinafter called the "Consultant."

This agreement is made pursuant to and in compliance with the Master Professional Services Agreement for On-Call Surveying Services dated 11 January 2016 and RCW 39.80 entitled "Contracts for Architectural and Engineering Services" following a Request for Qualifications awarded on 8<sup>th</sup> October 2015.

WITNESSETH THAT:

WHEREAS, the parties hereto have previously entered into an Agreement for Survey Services hereinafter called the "Project," said Agreement being dated 11 January, 2016; and

WHEREAS, both parties desire to supplement said Agreement, by expanding the Scope of Services to provide for survey services for the Hartford Trail Head Centennial Trail Connection and to amend the total amount payable for this Agreement,

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

Each and every provision of the Original Agreement for Professional Services dated 11 January 2016 shall remain in full force and effect, except as modified in the following sections:

1. Article II of the Original Agreement, "SCOPE OF SERVICES", shall be supplemented to include the Scope of Services as described in **Exhibit A1**, attached hereto and by this reference made part of this Supplemental Agreement No. 1.
2. Article IV of the Original Agreement, "OBLIGATIONS OF THE CITY", Paragraph VI.1 Payments, Section (a), Provides that the Consultant shall be paid by the City for services rendered under this Agreement as described in the Scope of Services and as provided in this section. In no event shall the compensation paid to Consultant under this Agreement exceed

\$75,000.00 per calendar year without the written agreement of the Consultant and the City. Such payment shall be full compensation for work performed and services rendered and for all labor, materials, supplies, equipment and incidentals necessary to complete the work. In the event the City elects to expand the scope of services from that set forth in Exhibit A, the City shall pay Consultant a mutually agreed amount. The costs for this Supplemental Agreement No.1 are not to exceed \$7,401.00 as set forth in **Exhibit A 1** attached.

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

Original Agreement Authorized Amount not to exceed per year		\$75,000.00
Supplemental Agreement No.1	\$7,401.00	
Supplemental Agreement No.2	\$ _____	
Supplemental Agreement No.3	\$ _____	
Grand Total	\$7,401.00	

3. Article III, Section III.3 of the Original Agreement, Term is amended to add that the parties agree to extend the term of the agreement to terminate at midnight (NA).

IN WITNESS WHEREOF, the parties hereto have executed this SUPPLEMENTAL AGREEMENT NO. 1 as of the day and year first above written.

CITY OF LAKE STEVENS

OTAK, INC.

By: \_\_\_\_\_  
John Spencer, Mayor

By: \_\_\_\_\_  
Its \_\_\_\_\_

ATTEST/AUTHENTICATED:

\_\_\_\_\_  
City Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
Grant K. Weed, City Attorney

## EXHIBIT A1

### SCOPE OF WORK FOR HARTFORD TRAIL HEAD CENTENNIAL TRAIL CONNECTIVITY

JANUARY 15, 2016

#### CITY OF LAKE STEVENS PROJECT No. 16010

**PROJECT INTENT:** EXCHANGE A PORTION OF PUBLIC LAND FOR A PORTION OF APPROXIMATELY EQUAL SIZE PRIVATE LAND FOR THE FUTURE CONSTRUCTION OF A PUBLIC PEDESTRIAN TRAIL CONNECTION TO THE CENTENNIAL TRAIL.

**DESCRIPTION OF SERVICES:** BASED UPON THE ATTACHED CONCEPT TRAIL DRAWING;

1. PERFORM A SURVEY SHOWING THE LOCATION OF PHYSICAL STRUCTURES (FENCES, PAVEMENT, DRAINAGE, POWERLINES, ETC.), TOPOGRAPHY OF TRAIL AREA UP TO APPROXIMATELY 20 FEET BEYOND THE LIMITS OF THE PROPOSED CONCEPT TRAIL SHOWN, RIGHT-OF-WAY AND PROPERTY LINES;
2. PROCURE A TITLE REPORT FROM A TITLE COMPANY;
3. COORDINATE WITH THE CITY TO DETERMINE DIMENSIONS OF ROW VACATION AND PROPERTY DEDICATION;
4. PREPARE A LEGAL DESCRIPTION FOR A VACATION OF PUBLIC RIGHT-OF-WAY (SHOWN AS ROW VACATION);
5. PREPARE A LEGAL DESCRIPTION OF A PORTION OF PRIVATE LAND (SHOWN AS PROPERTY DEDICATION); AND
6. PLACEMENT OF FOUR NEW PROPERTY CORNERS; PROVIDE A RECORD OF SURVEY DOCUMENT FOR RECORDING WITH SNOHOMISH COUNTY. (SHOWN AS STARS)

**STANDARDS:** CITY OF LAKE STEVENS EDDS, CURRENT WSDOT DESIGN MANUAL, WSDOT STANDARDS SPECIFICATIONS FOR ROAD, BRIDGE, AND MUNICIPAL CONSTRUCTION 2014, CURRENT MUTCD.

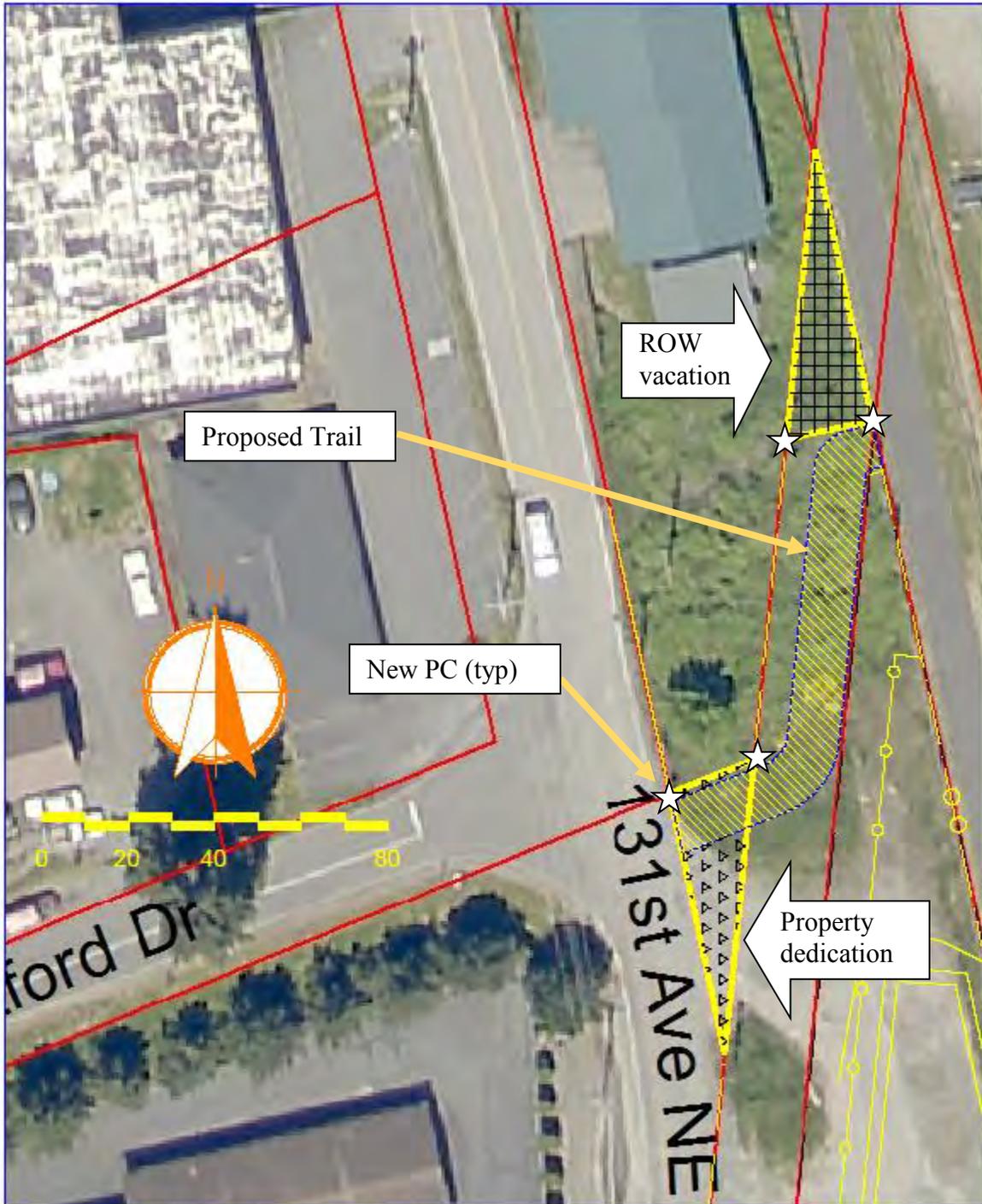
#### Deliverables:

1. LEGAL DESCRIPTIONS FOR TWO PARCELS ALONG WITH DRAWING
2. CAD FILE (AUTOCAD 2010 DWG FORMAT) OF SITE SURVEY AND 11x17 HARD COPY.  
SHALL INCLUDE WITHIN LIMITS OF THE ATTACHED PROPOSED CONCEPT DRAWING:
  - a. PROPERTY LINES OF ADJACENT PARCELS
  - b. ROW LINES.
  - c. STRUCTURES AND UTILITIES WITHIN 20 FEET BEYOND THE LIMITS OF THE PROPOSED TRAIL.
  - d. TOPOGRAPHY WITHIN 20 FEET BEYOND THE LIMITS OF THE PROPOSED TRAIL.
3. PLS STAMPED AND SIGNED RECORD OF SURVEY READY FOR RECORDING WITH SNOHOMISH COUNTY SHOWING THE TRANSFER OF PROPERTIES AND THE NEW PROPERTY LINES.

**Timing of Completion: 60 calendar days following notice to proceed.**

City of Lake Stevens  
 Storm Water Facilities Inventory  
 Project Number 16010  
 Otak Project No. 32659

CITY OF LAKE STEVENS						
Hartford Trail Head						
Centennial Trail connectivity						
Section Description	PLS Project Manager	Sr. Professional Land Surveyor	Survey Technician	Field Survey Technician II	Total Hours	Total Fees
1.0 Survey and Mapping						\$ -
1.1 Boundary and Topography Survey and Mapping	4	12	10	10	36	\$ 3,444
1.2 Legal Descriptions and Exhibits	2	8	0		10	\$ 1,129
1.3 Record of Survey and 4 new property corner monuments	2	10	4	4	20	\$ 2,003
Subtotal Hours/Fees - OTAK	8	30	14	14	66	\$ 6,576
Expenses - Mileage, Miscellaneous						\$ 75
Expenses - Utility Locates						\$ 350
Expenses - Title Report						\$ 400
<b>Total Hours and Costs</b>	<b>8</b>	<b>30</b>	<b>14</b>	<b>14</b>	<b>66</b>	<b>\$ 7,401</b>



Hartford/131st Avenue NE - Centennial Trail connection - PROPOSED  
Rev: 15 Jan 14