

City of Lake Stevens Vision Statement



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



**CITY COUNCIL REGULAR MEETING AGENDA
Lake Stevens School District Educational Service Center (Admin. Bldg.)
12309 22nd Street NE, Lake Stevens**

Tuesday, January 10, 2017 – 7:00 p.m.

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

CALL TO ORDER:	7:00 P.M.	Mayor
PLEDGE OF ALLEGIANCE		Council President
ROLL CALL:		
NEW COUNCILMEMBER OATH OF OFFICE:	Gary Petershagen	Grant
RECOGNITIONS:	County Councilmember Sam Low Interim City Administrator Mary Swenson Outgoing Board and Commission Members	Mayor Mayor Mayor
EMPLOYEE RECOGNITIONS:		Mayor
APPROVAL OF AGENDA:		Council President
GUEST BUSINESS:		
COUNCIL BUSINESS:	Council Election of Officers and Board/Liaison Assignments Council Reports	Council President Council President
MAYOR'S BUSINESS:	Retreat	
CITY DEPARTMENT REPORT:	Update	
CONSENT AGENDA:	*A Approve 2016 Vouchers	Barb

Lake Stevens City Council Regular Meeting Agenda

January 10, 2017

- *B Approve City Council-Joint Planning Commission Meeting Minutes of December 13, 2016 Barb
- *C Approve City Council Workshop Meeting Minutes of December 13, 2016 Barb
- *D Approve City Council Regular Meeting Minutes of December 13, 2016
- *E Approve City Council Special Meeting Minutes of December 20, 2016 Barb
- *F Approve Resolution 2017-01 Accepting a Cash Donation from Anonymous Donor Barb
- *G Approve Interlocal Agreement with Grant County for Cooperative Purchasing Barb
- *H Approve Resolution 2017-02 Authorizing Purchase Under Special Market Conditions Barb
- *I Approve Interlocal Agreement with Snohomish Health District re Funding Gene
- *J Approve Commercial Broker Agreement Jeanie

PUBLIC HEARINGS:

PUBLIC HEARING FORMAT:

1. Open Public Hearing
2. Staff presentation
3. Council's questions of staff
4. Proponent's comments
5. Comments from the audience
6. Close public comments portion of hearing
7. Discussion by City Council
8. Re-open public comment portion of the hearing for additional comments (optional)
9. Close Hearing
10. COUNCIL ACTION:
 - a. Approve
 - b. Deny
 - c. Continue

- *A Public Hearing and Adoption of Ordinance 972 re International Building Code Stacie, Mark, Mike Messer (LS Fire)

ACTION ITEMS:

- *A Authorize Mayor to Enter Into Professional Services Agreement with Mary Swenson for Consultant Services John

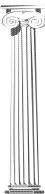
DISCUSSION ITEM:

- *A Grade Road Development Agreement Russ

EXECUTIVE SESSION:

ADJOURN

City of Lake Stevens Vision Statement



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* 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



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LAKE STEVENS CITY COUNCIL
STAFF REPORT

Council Agenda
Date: January 10, 2017

Subject: Election of Officers, Select City Council Liaisons to Boards, Commissions and Council Subcommittees

Contact
Person/Department: John Spencer, Mayor **Budget**
Impact: N/A

RECOMMENDATION(S)/ACTION REQUESTED OF COUNCIL: **Election of Council President and Vice President; discuss and select City Council Liaisons to Boards, Commissions and outside agencies, and City Council Subcommittees.**

SUMMARY/BACKGROUND: At the first meeting of each year the Council elects a President and Vice President of the Council. The President, or Vice President if the President is not available, serves as Mayor Pro Tem in the Mayor’s absence.

The Council also selects representatives amongst themselves to serve as liaisons to the City’s various boards and commissions, to attend various meetings of outside agencies including Lake Stevens Chamber of Commerce, Department of Emergency Management, Lake Stevens Fire District #8, Snohomish Health District, and new this year, the Sewer District Board Meetings, as well as others.

Additionally, Councilmembers select among themselves up to three representatives to comprise the Council Subcommittees, which are Finance/Budget/IT, Public Safety, Public Works, Economic Development/Chamber and Retreat.

APPLICABLE CITY POLICIES: City Council Rules of Procedure, Sections 20 and 21.

BUDGET IMPACT: N/A

ATTACHMENTS:

Attachment A: Representatives to Boards/Commissions – 2017 (Blank Form)

REPRESENTATIVES TO BOARDS/COMMISSIONS – 2017

UPDATED XX/XX/2017

Board/Commission	Date	Time	Location	Council Representative	Alternate
Arts Commission	2 nd and 4 th Wednesday (attend once a month)	6:30 p.m.	Visitor Information Center		
Chamber of Commerce	1 st Tuesday	11:30 a.m.-1:00 p.m.	Sewer District Board Room		
Community Transit	1 st Thursday	3:00 p.m.	CT Board Room 7100 Hardeson Rd, Everett		
Department of Emergency Management	January meeting date not yet set		Paine Field		
Family Center	1 st Wednesday	5:30 p.m.	Fire Commissioners Board Rm		
Fire District #8	1 st & 3 rd Thursday ¹	9:30 a.m.- 1 st Thurs 5:30 p.m. – 3 rd Thurs	1825 So Lake Stevens Road		
Health District Board	2 nd Tuesday	3:00-5:00 p.m.			
Highway 9 Coalition					
Library Board	3 rd Thursday (Quarterly)	4:30 p.m.	Museum Conference Room		
Park Board	2 nd Monday: Feb, April, June, Aug, Oct, Dec	6:00 p.m.	Community Center		
Planning Commission	1 st Wednesday monthly and 3 rd Wednesday if needed	7:00 p.m.	Community Center		
Retreat Committee	As needed				
SCCIT: CALL IN OPTION: 1-760-569-7171; Pass Code: 420-814-114#	4 th Tuesday	7:30-9:00 a.m.	EASC Office, 808 134 th St SW, Ste 101, Everett		
Senior Board	2 nd Monday	9:30 a.m.	Senior Center		
Sewer Utility Subcommittee	4 th Tuesday	4:00 p.m.	Sewer District Office		
Sewer District Board Meeting	2 nd & 4 th Thursday (NEW)	9:00 a.m.	Sewer District Office		
Snohomish Co. Tomorrow	4 th Wednesday	6:00 p.m.	Robert J. Drewel Building (Snohomish County Admin)	Spencer	Council President
SCC				All	
AWC				All	

SUBCOMMITTEES

- Finance/Budget/IT Committee:
- Public Safety:
- Public Works:
- Parks & Recreation:
- Economic Dev/Chamber:

¹ These meeting dates/times may vary depending on shift schedules.



CITY DEPARTMENT REPORT
JANUARY 10, 2017 CITY COUNCIL MEETING

Finance Director/City Clerk

- The City's 2015 Financial Statement Audit Report has been published. The City received a clean audit with no exceptions or recommendation. The auditors will be back at the end of this year to perform the 2016 Financial Statement and Accountability Audits.
- W2s have been processed and are being reviewed. They should go out by next week.

Planning Department

- Ending Development Numbers
 - Building permits – 847 for a 39% increase from 2015
 - o Inspections Performed – 4893
 - o Building Permit Fees – \$2,992,478
 - Code Enforcement – 133 for a 121% increase from 2015
 - o Inspections Performed – 569
 - Land Use – 202 for a 62% increase from 2015
 - o Land Use Permit Fees = \$360,856
 - Other
 - o 74 Fire Permits
 - o 135 Business Licenses
 - o 129 ROW Permits
 - o 20 Sign Permits
- Annexations
Staff is developing revised fact sheets, mailing lists, contact information and introductory letter to start annexation processes in 2017.
- Planning Commission
PC has held hearings on the Critical Areas Amendments, Land Disturbance Code and new Stormwater Code. The PC has recommend approval of all – Council will review in January / February.
- Staff is working with the Downtown consultant to schedule the next subarea meeting in January.

Police Department

- **Cases of interest**
Bank Robbery – On 12-29-16, at about 12:16 PM, the Opus Bank of Lake Stevens was robbed. The suspect did not display a gun, but indicated he had one. After money was given to the suspect he fled in a dark colored passenger car northbound from the location. The plate from the vehicle was seen and provided to dispatch who transmitted the info to responding officers. Approximately 15 minutes after the robbery occurred a Lake Stevens Police Department Detective located the suspect vehicle in the City of Marysville near I-5 and 4th Street NE. The vehicle was occupied and the driver matched the description given by the victims. The suspect was taken into custody without incident and subsequently admitted to the robbery.

- **Personnel Issues**
 - We continue to work with HR, to finish the process of a new Detective Sergeant. We have already:
 - Promoted a new Patrol Sergeant, to replace the Detective Sergeant when they were selected (Sergeant Thomas).
 - Selected the new Detective Sergeant (Sergeant Miner)
 - We are now in the process of selecting a new Detective (to fill an empty slot).
 - We are in the process of a background investigation on a Lateral Officer. This Officer will be the backfill for the new position. If things go as we hope, we will have information on this at the next Council meeting.

- **Notes of Interest**
 - We will be holding an “Appreciation” event for Lake Stevens citizens on January 14th, from 12:00 Noon to 2 PM, at the Trestle Station. We will be giving out free ice cream to citizens in our first “Cops and Cones” event. Big thank you to Trestle Station for donating this event.
 - We will be having a PSC meeting on the 18th, at 2 PM. Agenda items are:
 - Major case review
 - 2017 Organizational Review
 - LSPD staff organized a very nice “event” by purchasing presents for two LS families for Christmas. This was organized by Records Technician Anderson

Public Works Department

- Temporary City Hall update – the first stage of the staff relocation has been completed (this was moving everyone out of the Permit Center house). The Permit Center is now closed and the existing City Hall has become the main front counter for all City business. The new temporary modular City Hall is tentatively scheduled for the end of May and site work has begun. An early action expected in February will be the demolition of the Permit Center house.

- 91st Ave NE/Market Roundabout – the City applied for a grant this past year and received notification of selection for a grant funding award for the improvement of this intersection from a signal to a roundabout improvement. This is in part a safety and operation improvement and also an enhancement as part of the Lake Stevens Center masterplan (LSC sub-area plan). This improvement will allow for 91st Avenue NE commercial street section to have a “boulevard” treatment and to improve the movement around the retail area.

- SR 9/SR 204 System Improvement Project status – WSDOT held a sub-committee meeting in late December to review 16 technical layout concepts that had been developed through a technical workshop in November. The outcome narrowed it down to three concepts which will be presented to the Strategic Advisory Group (SAG) for comments at the February meeting. This will be a very high level review of the concepts to see if the group agrees on the direction at this point. Based on the response from the SAG, alternatives will be developed.

Human Resources Department

- H.R. will be conducting interviews with the Mayor for a new Civil Service Commissioner. This is to replace Commissioner Danny Pitocco, who recently resigned.
- Recruitment is currently underway for a new Public Works Crew Worker II.
- Recruitment is currently underway for a new Police Records Supervisor.
- H.R. is working on the 2016 1095 Forms to be sent out to employees later this month. The 1095 Forms are related the Affordable Care Act and provide proof to employees that they were offered and received health coverage for the plan year.

- The Police Department has finished the background check on Lateral Police Officer Candidate, Adam Bryant with positive results. A pre-employment physical and psychological exam have been scheduled. The City will hopefully be making a final offer of employment later this month.
- Final touches are being made on the City's 2017 WellCity Application. The application is due to AWC by February 1st. Participation in AWC's WellCity program helps to lower medical insurance premiums.



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**BLANKET VOUCHER APPROVAL
 2016**

Payroll Direct Deposits	12/15/2016, 12/30/2016	\$313,092.32
Payroll Checks	41620-41621, 41646- 41647	\$9,680.93
Tax Deposit(s)	12/15/2016, 12/30/2016	\$121,488.69
Electronic Funds Transfers	ACH	\$94,629.97
Claims	41622-41645, 41648- 41725	\$249,923.80
Void Checks	41609	(\$9,433.02)
Total Vouchers Approved:		\$779,382.69

This 10th day of January 2017:

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

 Finance Director/Auditing Officer

 Mayor

We, the undersigned Council members of the City of Lake Stevens, Snohomish County, Washington, do hereby approve for payment of the above mentioned claims:

 Councilmember



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Checks to be Approved for 12/9/2016 to 1/5/2017

Name	Ck #	Date	Invoice #	Account #	Account Desc	Item Desc	Check Total	\$	
A&A Language Services Inc	41648							Check Total	\$255.24
		12/31/2016	15-43049	001-008-521-20-41-00	LE-Professional Services	Spanish Court Certified Interpretation	\$255.24		
Ace Hardware	41649							Check Total	\$866.84
		12/31/2016	52733	001-008-521-20-31-01	LE-Operating Costs	Dishwasher Elbow	\$11.97		
			52914	001-010-576-80-31-00	PK-Operating Costs	Hole saw kit/hole saw	\$22.87		
				101-016-544-90-31-02	ST-Operating Cost	Hole saw kit/hole saw	\$22.86		
				410-016-531-10-31-02	SW-Operating Costs	Hole saw kit/hole saw	\$22.86		
			52918	101-016-544-90-31-02	ST-Operating Cost	Gablite/batteries	\$43.55		
				410-016-531-10-31-02	SW-Operating Costs	Gablite/batteries	\$43.54		
			52923	101-016-542-66-31-00	ST-Snow & Ice - Sply	Bungee cord/tarps/gloves	\$83.71		
				101-016-544-90-31-02	ST-Operating Cost	Wire stripper/Pliers	\$28.85		
				410-016-531-10-31-02	SW-Operating Costs	Wire stripper/Pliers	\$28.85		
			52936	001-010-576-80-31-00	PK-Operating Costs	Goof off to remove graffiti	\$7.61		
			52938	001-008-521-20-31-01	LE-Operating Costs	Cam lock for filing cabinet	\$7.07		
			52986	001-008-521-20-31-01	LE-Operating Costs	Texture spray/spackle	\$22.30		
			52987	001-008-521-20-31-01	LE-Operating Costs	Antifreeze	\$5.70		
			52993	001-008-521-20-31-01	LE-Operating Costs	Hole saw/fasteners	\$23.54		
			53009	001-013-594-18-60-02	GG - City Hall Demo	Electrical plates & plugs	\$16.36		
			53010	001-013-518-90-49-03	GG-Visitor Center	Antislip tape	\$119.78		
			53025	001-010-576-80-31-00	PK-Operating Costs	Security bit set	\$16.32		
			53030	001-013-594-18-60-02	GG - City Hall Demo	Mold killing primer	\$33.73		
			53037	001-010-576-80-31-00	PK-Operating Costs	Wire stripper/volt tester/circuit alerter/outlet tester	\$23.58		
				101-016-544-90-31-02	ST-Operating Cost	Wire stripper/volt tester/circuit alerter/outlet tester	\$23.58		
				410-016-531-10-31-02	SW-Operating Costs	Wire stripper/volt tester/circuit alerter/outlet tester	\$23.58		
			53061	001-013-594-18-60-02	GG - City Hall Demo	Cable	\$51.16		
			53074	001-013-594-18-60-02	GG - City Hall Demo	Insulation	\$18.50		
			53107	001-013-518-90-49-03	GG-Visitor Center	Fasteners	\$4.51		
			53112	001-013-594-18-60-02	GG - City Hall Demo	Claw Bar Pulling 12 inch	\$47.89		
			53114	001-013-518-90-49-03	GG-Visitor Center	Roto hammer bits	\$28.83		
			53124	001-013-518-90-49-03	GG-Visitor Center	Post Base	\$28.29		
			53135	001-013-518-90-49-03	GG-Visitor Center	Cement screws	\$19.21		
			53138	001-013-518-90-49-03	GG-Visitor Center	Fasteners/nutsetter/corner brace	\$15.63		



Checks to be Approved for 12/9/2016 to 1/5/2017

Name	Ck #	Date	Invoice #	Account #	Account Desc	Item Desc		
Ace Hardware	41649	12/31/2016	53146	001-013-518-90-49-03	GG-Visitor Center	Brad nails	\$8.70	
			53157	001-013-518-90-49-03	GG-Visitor Center	Light bulbs - VIC	\$9.32	
			53201	001-013-594-18-60-02	GG - City Hall Demo	L Brackets	\$2.59	
ACES	41650						Check Total	\$1,229.00
		12/31/2016	12194HS	001-005-517-60-31-00	HR-Safety Program	Confine Space/Onsite Forklift Bucket Training	\$204.54	
				101-016-517-60-31-00	ST-Safety Program	Confine Space/Onsite Forklift Bucket Training	\$347.73	
				410-016-517-60-31-00	SW-Safety Program	Confine Space/Onsite Forklift Bucket Training	\$347.73	
		12206VM	001-005-517-60-31-00	HR-Safety Program	Safety mtg: Cold weather safety	\$74.78		
			101-016-517-60-31-00	ST-Safety Program	Safety mtg: Cold weather safety	\$127.11		
			410-016-517-60-31-00	SW-Safety Program	Safety mtg: Cold weather safety	\$127.11		
AFLAC	0						Check Total	\$1,671.60
		12/31/2016	12/30/16	001-000-284-00-00-00	Payroll Liability Other	Employee paid Insurance Prem	\$1,671.60	
Alexander Printing	41651						Check Total	\$27.30
		12/31/2016	48950	001-007-558-50-31-01	PL-Operating Costs	Business cards - Meis	\$27.30	
Amec Foster Wheeler Environmental Inc	41653						Check Total	\$5,518.36
		12/31/2016	S22721924	001-010-576-80-41-00	PK-Professional Services	Lundeen Park Tree Plan	\$5,518.36	
Assoc of Washington Cities	41654						Check Total	\$591.00
		12/31/2016	47650	101-016-542-30-41-02	ST-Professional Service	Random employee drug testing	\$295.50	
				410-016-531-10-41-01	SW-Professional Services	Random employee drug testing	\$295.50	
BC Cancer Foundation Rcv	41655						Check Total	\$60.00
		12/31/2016	Dep Refund	001-000-389-10-00-00	Refundable Customer Deposits	BC Cancer Foundation Recycle Container Refund	\$60.00	
Bills Blueprint	41656						Check Total	\$44.07
		12/31/2016	543079	001-007-558-50-49-02	PL-Printing and Bindin	LUA2016-0012 Brewe	\$22.29	
			544439	001-007-558-50-49-02	PL-Printing and Bindin	PRR2016-0218 Blueprints	\$21.78	
Bratwear Group LLC	41657						Check Total	\$534.15
		12/31/2016	20444	001-008-521-20-26-00	LE-Clothing	Jumpsuit - Michael	\$534.15	
Joy Burke	41622						Check Total	\$2,250.00
		12/14/2016	119	001-013-518-20-41-00	GG-Professional Service	Final Payment on website editing	\$2,250.00	
Business Card	41624						Check Total	\$6,507.19
		12/19/2016	0597 12/16	001-008-521-20-43-00	LE-Travel & Meetings	Refreshments for Oral Boards	\$18.16	
					LE-Travel & Meetings	Lunch for Oral Boards Panel	\$55.59	



Checks to be Approved for 12/9/2016 to 1/5/2017

Name	Ck #	Date	Invoice #	Account #	Account Desc	Item Desc		
Business Card	41624	12/19/2016	0597 12/16	001-008-521-20-43-00	LE-Travel & Meetings	Coffee for Oral boards	\$17.37	
					LE-Travel & Meetings	Napkins for Oral boards	\$15.20	
			2956 12/16	001-008-521-20-26-00	LE-Clothing	Alterations on Dress Jacket - Dyer	\$76.16	
					001-008-521-20-31-01	LE-Operating Costs	Newspaper subscription	\$99.95
					001-008-521-20-43-00	LE-Travel & Meetings	Meeting Marshbank re: donation to Police Dept	\$9.69
			4396 12/16	001-001-511-60-43-00	Legislative - Travel & Mtgs	Hotel - Pittsburgh PA - Daughtry	\$839.04	
					Legislative - Travel & Mtgs	Hotel - Pittsburgh PA - Tageant	\$839.04	
					Legislative - Travel & Mtgs	SCC mtg - Nov 2016	\$105.00	
					001-003-514-20-31-00	CC-Office Supply	Wireless presenter w/laser pointer	\$38.10
					001-005-517-90-41-00	HR-Wellness Program	Supplies for Wellness event	\$6.49
					001-008-521-20-43-00	LE-Travel & Meetings	Toll for travel to training	\$15.50
			7638 12/16	001-008-521-20-43-00	LE-Travel & Meetings	Meals/parking for training	\$168.74	
			8026 12/16	001-007-558-70-43-00	PL-Econ Dev - Travel-Training	Train travel Amtrak-PDX Developer Mtg	\$79.00	
					PL-Econ Dev - Travel-Training	Meals-PDX Developer Mtg-Ashe	\$83.29	
					PL-Econ Dev - Travel-Training	Parking-PDX Developer Mtg-Ashe	\$7.00	
			8484 12/16	001-007-558-50-41-03	PL-Advertising	LUA2016-0145 Postcard mailer	\$48.67	
					PL-Advertising	LUA2016-0127 Postcard mailer	\$37.01	
					PL-Advertising	LUA2016-0163 Postcard mailer	\$15.94	
					PL-Advertising	LUA2016-0179 Postcard mailer	\$13.62	
					PL-Advertising	SW Quad Rezone Postcard mailer	\$104.79	
					PL-Advertising	School Rezone 2016 Postcard mailer	\$41.28	
					PL-Advertising	LUA2016-0138-139 Postcard mailer	\$10.46	
					PL-Advertising	LUA2016-0174 Postcard mailer	\$14.61	
					PL-Advertising	LUA2016-0161 Postcard mailer	\$48.67	
					PL-Advertising	LUA2016-0139 Postcard mailer	\$10.12	
					PL-Advertising	Postcard mailer credit issued	(\$8.99)	
					001-007-558-50-43-00	PL-Travel & Mtgs	Hotel-Training-Williamson/Farmer	\$175.38
					001-007-559-30-31-01	PB-Operating Cost	Mounting bracket for Ipad	\$50.98
			PB-Operating Cost	Disposable Boot Covers		\$53.35		
			8877 12/16	001-008-521-20-31-01	LE-Operating Costs	Gear return	(\$19.99)	
					LE-Operating Costs	Replacement dishwasher	\$217.36	
					LE-Operating Costs	Mini bike pump/Multi Tool	\$140.77	



Checks to be Approved for 12/9/2016 to 1/5/2017

Name	Ck #	Date	Invoice #	Account #	Account Desc	Item Desc	
Business Card	41624	12/19/2016	8877 12/16	001-008-521-20-31-04	LE - Donation Exp - Other	Tactical pants/Belt	\$112.95
					LE - Donation Exp - Other	LED Light Up Pin giveaways	\$936.07
				001-008-521-20-41-00	LE-Professional Services	Survey services	\$300.00
				001-008-521-20-43-00	LE-Travel & Meetings	Hotel - trip to pick up North River Boat	(\$126.84)
					LE-Travel & Meetings	Coffee mtg with outside agency officials	\$17.37
				001-008-521-20-48-00	LE-Repair & Maintenance Equip	Equipment repair	\$404.41
				001-008-521-22-40-00	LE-Investigations Prof.Service	Transcription services case 2016-18975	\$796.60
				001-008-521-30-49-00	LE - Investigations Prof Srvs	Transcription services case 2016-18975	\$43.20
			9185 12/16	001-001-511-60-43-00	Legislative - Travel & Mtgs	Water for Council mtg	\$7.99
				001-005-517-90-41-00	HR-Wellness Program	Coffee for United Way meeting	\$30.00
					HR-Wellness Program	Supplies Wellness event	\$50.59
				001-007-558-50-41-03	PL-Advertising	Help wanted ad - General	\$89.10
				001-008-521-20-41-03	LE-Advertising	Help wanted ad - General	\$89.10
				001-008-521-20-43-00	LE-Travel & Meetings	Lunches for Oral Board Panel	\$47.83
				001-013-518-20-31-00	GG-Operating	Frame for Certificate of Appreciation - Low	\$14.17
				001-013-518-30-41-01	GG-Advertising	Help wanted ad - General	\$89.10
				101-016-542-30-41-01	ST-Advertising	Help wanted ad - General	\$89.10
				410-016-531-10-41-05	SW-Advertising	Help wanted ad - General	\$89.10
Cabelas	41625	Check Total					\$5,923.82
		12/19/2016	12/15/16 req	001-008-521-20-31-01	LE-Operating Costs	Optics for police patrol rifles	\$5,923.82
Canon Financial Services Inc	41658	Check Total					\$34.13
		12/31/2016	16816400	001-010-576-80-31-00	PK-Operating Costs	Copier maintenance-City Shop	\$11.38
				101-016-544-90-31-02	ST-Operating Cost	Copier maintenance-City Shop	\$11.37
				410-016-531-10-31-02	SW-Operating Costs	Copier maintenance-City Shop	\$11.38
Carquest Auto Parts Store	41659	Check Total					\$10,941.33
		12/31/2016	2421-250091	101-016-544-90-31-02	ST-Operating Cost	Lights for PW23	\$91.36
				410-016-531-10-31-02	SW-Operating Costs	Lights for PW23	\$91.36
		2421-250092	101-016-544-90-31-02	101-016-544-90-31-02	ST-Operating Cost	ME-Grease gun	\$34.98
				101-016-544-90-31-02	ST-Operating Cost	Grease	\$21.61
			410-016-531-10-31-02	SW-Operating Costs	Grease	\$21.61	
		2421-250106	101-016-544-90-31-02	101-016-544-90-31-02	ST-Operating Cost	Solenoid for PW23	\$18.54
				410-016-531-10-31-02	SW-Operating Costs	Solenoid for PW23	\$18.54



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Name	Ck #	Date	Invoice #	Account #	Account Desc	Item Desc		
Carquest Auto Parts Store	41659	12/31/2016	2421-250233	101-016-544-90-31-02	ST-Operating Cost	Oil filter PW46	\$4.18	
				410-016-531-10-31-02	SW-Operating Costs	Oil filter PW46	\$4.18	
			2421-250239	101-016-544-90-31-02	ST-Operating Cost	ME-Serpentine belt	\$32.69	
					ST-Operating Cost	ME-Serpentine belt tool	\$49.40	
			2421-250240	101-016-544-90-31-02	ST-Operating Cost	Power steering fluid for shop stock	\$15.38	
					410-016-531-10-31-02	SW-Operating Costs	Power steering fluid for shop stock	\$15.38
			2421-250306	101-016-544-90-31-02	ST-Operating Cost	Striker/flints for shop stock	\$14.09	
					410-016-531-10-31-02	SW-Operating Costs	Striker/flints for shop stock	\$14.08
			2421-250339	101-016-544-90-31-02	ST-Operating Cost	Starter Solenoid for PW23	\$17.37	
					410-016-531-10-31-02	SW-Operating Costs	Starter Solenoid for PW23	\$17.36
			2421-250351	101-016-544-90-31-02	ST-Operating Cost	Hydraulic oil for PW19	\$80.51	
					410-016-531-10-31-02	SW-Operating Costs	Hydraulic oil for PW19	\$80.52
			2421-250354	101-016-544-90-31-02	ST-Operating Cost	Anti freeze/thread sealant for shop stock	\$7.99	
					410-016-531-10-31-02	SW-Operating Costs	Anti freeze/thread sealant for shop stock	\$7.99
			2421-250376	101-016-544-90-31-02	ST-Operating Cost	Hydraulic oil PW19	\$40.26	
					410-016-531-10-31-02	SW-Operating Costs	Hydraulic oil PW19	\$40.26
			2421-250517	101-016-544-90-31-02	ST-Operating Cost	ME-Serpentine belt tool return	(\$49.40)	
			2421-250563	101-016-544-90-31-02	ST-Operating Cost	ME-Serpentine belt ratchet	\$62.34	
			2421-250674	101-016-544-90-31-02	ST-Operating Cost	Brake pads/rotor/oil filter PW5	\$71.37	
					410-016-531-10-31-02	SW-Operating Costs	Brake pads/rotor/oil filter PW5	\$71.37
			2421-250676	101-016-544-90-31-02	ST-Operating Cost	Air filter/brake lube PW5	\$9.20	
					410-016-531-10-31-02	SW-Operating Costs	Air filter/brake lube PW5	\$9.19
			2421-250799	001-010-576-80-31-00	PK-Operating Costs	ME-Ratchet Drive/Impact Drive/ESI HD Diagnostics	\$3,302.88	
					101-016-544-90-31-02	ST-Operating Cost	ME-Ratchet Drive/Impact Drive/ESI HD Diagnostics	\$3,302.87
410-016-531-10-31-02	SW-Operating Costs	ME-Ratchet Drive/Impact Drive/ESI HD Diagnostics			\$3,302.87			
2421-250835	101-016-542-66-31-00	ST-Snow & Ice - Sply	Lights on back of PW47 to see sand disbursement	\$106.41				
2421-251184	101-016-544-90-31-02	ST-Operating Cost	Wheel cover for PW26	\$6.30				
		410-016-531-10-31-02	SW-Operating Costs	Wheel cover for PW26	\$6.29			
CDW Government Inc	41660						Check Total	\$4,434.50
		12/31/2016	GDD3287	510-006-518-80-31-00	Purchase Computer Equipment	PAN HAVIS Vehicle Docking Station	\$1,635.13	
			GHQ0221	510-006-518-80-31-00	Purchase Computer Equipment	Samsung 850 EVO 250GB SATA 2.5in SSD	\$210.70	
			GHR1038	001-013-594-18-60-02	GG - City Hall Demo	APC Power saving back ups/wallmount rack	\$395.62	



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Name	Ck #	Date	Invoice #	Account #	Account Desc	Item Desc		
CDW Government Inc	41660	12/31/2016	GHZ3361	001-013-594-18-60-02	GG - City Hall Demo	CICCO Meraki MR18/support	\$559.94	
			GHZ8738	001-013-594-18-60-02	GG - City Hall Demo	Watchguard Firebox	\$639.81	
			GJJ4920	001-013-594-18-60-02	GG - City Hall Demo	Hp Office jet Pro printer	\$192.88	
			GJQ6515	001-013-594-18-60-02	GG - City Hall Demo	Watchguard Firebox	\$800.42	
City of Everett	41626	Check Total					\$26.11	
		12/19/2016	07803281 12/16	101-016-543-50-47-00	ST-Utilities	Water services-9306 20th St SE	\$26.11	
	41661	Check Total					\$26.11	
City of Marysville	41662	12/31/2016	Check Total					\$48,378.50
			POLIN11-0672	001-008-523-60-51-00	LE-Jail	Prisoner Housing Yakima June 2016	\$273.75	
			POLIN11-0675	001-008-523-60-51-00	LE-Jail	Prisoner Housing May 2016	\$14,045.25	
			POLIN11-0681	001-008-523-60-51-00	LE-Jail	Prisoner Housing SCORE April 2016	\$85.00	
			POLIN11-0683	001-008-523-60-51-00	LE-Jail	Prisoner Housing SCORE May 2016	\$85.00	
			POLIN11-0685	001-008-523-60-51-00	LE-Jail	Prisoner Housing SCORE June 2016	\$5,880.00	
			POLIN11-0688	001-008-523-60-51-00	LE-Jail	Prisoner Transport to SCORE June 2016	\$255.00	
			POLIN11-0691	001-008-523-60-51-00	LE-Jail	Prisoner Medical SCORE June 2016	\$23.50	
			POLIN11-0693	001-008-523-60-51-00	LE-Jail	Prisoner Housing SCORE June 2016	\$1,260.00	
			POLIN11-0716	001-008-523-60-51-00	LE-Jail	Prisoner housing-Yakima Sept 2016	\$438.00	
			POLIN11-0720	001-008-523-60-51-00	LE-Jail	Prisoner housing-Sept 2016	\$13,658.25	
			POLIN11-0723	001-008-523-60-51-00	LE-Jail	Prisoner medical-November 2016	\$200.00	
			POLIN11-0726	001-008-523-60-51-00	LE-Jail	Prisoner housing-Yakima Oct 2016	\$1,697.25	
			POLIN11-0728	001-008-523-60-51-00	LE-Jail	Prisoner housing-Oct 2016	\$10,477.50	
	City of Marysville	41663	Check Total					\$23,482.13
12/31/2016			16-013	001-013-512-50-41-00	GG-Municipal Court Fees	Court Citations July 2016	\$10,748.21	
		16-021	001-013-512-50-41-00	GG-Municipal Court Fees	Municipal Court fees-November	\$12,733.92		
Comcast	41627	Check Total					\$136.18	
		12/19/2016	0991976 11/16	001-013-518-20-42-00	GG-Communication	Internet services - VIC	\$136.18	
	41664	Check Total					\$100.67	
		12/31/2016	0808840 12/16	001-010-576-80-31-00	PK-Operating Costs	Internet services - City Shop	\$33.55	
				101-016-544-90-31-02	ST-Operating Cost	Internet services - City Shop	\$33.56	
410-016-531-10-31-02	SW-Operating Costs			Internet services - City Shop	\$33.56			



Checks to be Approved for 12/9/2016 to 1/5/2017

Name	Ck #	Date	Invoice #	Account #	Account Desc	Item Desc	Check Total	
Comcast	41665	Check Total						\$78.12
		12/31/2016	0810218 12/16	001-008-521-20-42-00	LE-Communication	Internet services - N Lakeshore Dr	\$78.12	
	41666	Check Total						\$195.18
		12/31/2016	1009612 12/16	001-013-518-90-49-03	GG-Visitor Center	Internet services - VIC	\$195.18	
	41667	Check Total						\$125.18
		12/31/2016	0692756 12/16	001-008-521-20-42-00	LE-Communication	Internet services - Market Place	\$125.18	
Comdata Corporation	41628	Check Total						\$71.32
		12/19/2016	20258641	001-008-521-20-32-00	LE-Fuel	Fuel	\$71.32	
Crandall Arambula PC	41669	Check Total						\$6,908.00
		12/31/2016	2	001-007-558-70-41-00	PL-Economic Devel	Subarea plan & EIS/Planned Action Ordinance video documentation	\$2,338.00	
			3	001-007-558-70-41-00	PL-Economic Devel	Conceptual park & trail network design (Greenworks)	\$3,435.00	
			8	001-007-558-70-41-00	PL-Economic Devel	Subarea plan & EIS/Planned Action Ordinance	\$1,135.00	
Crystal and Sierra Springs	41670	Check Total						\$393.85
		12/31/2016	16015194121016	001-008-521-20-31-01	LE-Operating Costs	Bottled water	\$77.41	
			5249844120116	001-007-558-50-31-01	PL-Operating Costs	Bottled water	\$20.58	
				001-007-559-30-31-01	PB-Operating Cost	Bottled water	\$20.58	
				001-013-518-20-31-00	GG-Operating	Bottled water	\$102.28	
				101-016-544-90-31-02	ST-Operating Cost	Bottled water	\$86.50	
				410-016-531-10-31-02	SW-Operating Costs	Bottled water	\$86.50	
Day Wireless Systems	41671	Check Total						\$389.62
		12/31/2016	425482	001-008-521-20-26-00	LE-Clothing	Earphone/Flexible Ear insert/visar-Rutherford	\$284.46	
			425782	001-008-521-20-26-00	LE-Clothing	Remote speaker mic	\$105.16	
Dept of Licensing	0	Check Total						\$4,737.00
		12/19/2016	1905-2139	633-008-586-00-00-00	Gun Permit - State Remittance	Weapons permits	\$3,984.00	
			Dealer 4/16-9/1	633-008-586-00-00-00	Gun Permit - State Remittance	Weapons dealers permits	\$375.00	
	12/31/2016	2109-2162	633-000-589-30-00-05	Gun Permit - State Remittance	Weapons permits	\$378.00		
Dept of Retirement (Deferred Comp)	0	Check Total						\$3,925.00
		12/14/2016	12/15/16	001-000-282-00-00-00	Payroll Liability Retirement	Employee Portion-State Deferre	\$2,125.00	
		12/31/2016	12/30/16	001-000-282-00-00-00	Payroll Liability Retirement	Employee Portion-State Deferre	\$1,800.00	



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Name	Ck #	Date	Invoice #	Account #	Account Desc	Item Desc	Check Total	
Dept of Retirement PERS LEOFF	0						Check Total	\$72,185.87
		12/31/2016	12/30/16	001-000-282-00-00-00	Payroll Liability Retirement	PERS LEOFF Contributions	\$72,185.87	
Dicks Towing Inc	41672						Check Total	\$502.32
		12/31/2016	123279	001-008-521-80-40-01	LE - Evidence Impound	Evidence towing case 2016-23749	\$125.58	
			159610	001-008-521-80-40-01	LE - Evidence Impound	Evidence towing case 2016-22894	\$125.58	
			160825	001-008-521-80-40-01	LE - Evidence Impound	Evidence towing case 2016-23505	\$125.58	
			160831	001-008-521-80-40-01	LE - Evidence Impound	Evidence towing case 2016-24138	\$125.58	
Discount Fence	41629						Check Total	\$6,977.01
		12/19/2016	1260	001-010-594-76-64-00	PK-Capital Outlay	Lundeen Park Playground Fence	\$7,344.22	
				621-000-386-00-00-02	Retainage - Other PW Project	Retainage - Discount Fence	(\$367.21)	
Dooley Enterprises	41673						Check Total	\$3,099.85
		12/31/2016	53348	001-008-521-20-31-01	LE-Operating Costs	Ammunition	\$3,099.85	
Dunlap Industrial Hardware	41674						Check Total	\$609.82
		12/31/2016	1378034-01	101-016-544-90-31-02	ST-Operating Cost	ME-Impact wrench	\$304.91	
			1378428-01	410-016-531-10-31-02	SW-Operating Costs	Impact wrench	\$304.91	
John Dyer	41675						Check Total	\$12,000.00
		12/31/2016	12/27/16 req	001-008-521-20-43-00	LE-Travel & Meetings	Moving expenses - Dyer	\$12,000.00	
Dynamic Technologies Inc	41676						Check Total	\$249.00
		12/31/2016	116-16926	001-008-521-20-41-00	LE-Professional Services	Support for photo logger	\$249.00	
E&E Lumber Inc	41677						Check Total	\$103.43
		12/31/2016	113582	001-013-594-18-60-01	GG - Lundeen House Capital	Handrail at VIC	\$103.43	
Electronic Federal Tax Pmt System EFTPS	0						Check Total	\$121,488.69
		12/14/2016	12/15/16	001-000-281-00-00-00	Payroll Liability Taxes	Federal Payroll Taxes	\$63,709.54	
		12/31/2016	12/30/16	001-000-281-00-00-00	Payroll Liability Taxes	Federal Payroll Taxes	\$57,779.15	
Envirotech Services Inc	41678						Check Total	\$3,225.27
		12/31/2016	CD201702085	101-016-542-66-31-00	ST-Snow & Ice - Sply	1375 gallons de-icer solution	\$3,225.27	
Everett Safe and Lock Inc	41679						Check Total	\$301.05
		12/31/2016	50082	001-013-594-18-60-02	GG - City Hall Demo	10 Keys	\$145.22	
			50086	001-013-594-18-60-02	GG - City Hall Demo	14 Keys	\$155.83	
Evergreen Security Systems	41680						Check Total	\$1,012.77
		12/31/2016	74644	001-008-521-20-31-01	LE-Operating Costs	CCTV Installation	\$1,012.77	



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Name	Ck #	Date	Invoice #	Account #	Account Desc	Item Desc	Check Total	\$
Frontier	41681	12/31/2016	425334083512/16	001-013-518-20-42-00	GG-Communication	Fax Line	\$28.27	
				101-016-543-30-42-00	ST-Communications	Fax Line	\$28.27	
				410-016-531-10-42-00	SW-Communications	Fax Line	\$28.26	
		41682						Check Total
		12/31/2016	425397967412/16	101-016-542-64-47-00	ST-Traffic Control -Utility	Traffic control modem	\$58.33	
Gall LLC	41683	12/31/2016	006528847	001-008-521-20-26-00	LE-Clothing	Pants - Thomas	\$113.96	
			006547820	001-008-521-20-26-00	LE-Clothing	Sergeant chevrons - Thomas	\$74.75	
								Check Total
Glass By Lund Inc	41684	12/31/2016	56804	001-008-521-50-48-00	LE -Repair & Maint Facilities	2 Windows at Police Station	\$1,306.80	
								Check Total
Glens Welding and Machine Inc	41685	12/31/2016	S9440	101-016-544-90-31-02	ST-Operating Cost	Hydraulic hose for PW19	\$55.19	
				410-016-531-10-31-02	SW-Operating Costs	Hydraulic hose for PW19	\$55.19	
			S9502	001-010-576-80-31-00	PK-Operating Costs	15 ft Pull Rope	\$1.81	
				101-016-544-90-31-02	ST-Operating Cost	15 ft Pull Rope	\$1.82	
				410-016-531-10-31-02	SW-Operating Costs	15 ft Pull Rope	\$1.82	
Grainger	41686	12/31/2016	9300147882	001-010-576-80-31-00	PK-Operating Costs	Industrial spotlight	\$105.81	
				101-016-544-90-31-02	ST-Operating Cost	Industrial spotlight	\$105.82	
				410-016-531-10-31-02	SW-Operating Costs	Industrial spotlight	\$105.82	
Granite Construction Supply	41687	12/31/2016	262_00065921	001-013-594-18-60-02	GG - City Hall Demo	Silt fence/wattles/T posts	\$391.99	
			262_00065922	101-016-542-90-31-01	ST-Clothing	Rip stop bibs	\$11.95	
				410-016-531-10-31-00	SW-Clothing	Rip stop bibs	\$11.95	
			262_00065950	001-010-576-80-31-00	PK-Operating Costs	Diamond Blade	\$72.23	
				101-016-544-90-31-02	ST-Operating Cost	Diamond Blade	\$72.24	
				410-016-531-10-31-02	SW-Operating Costs	Diamond Blade	\$72.24	
			262_00065960	001-010-576-80-31-00	PK-Operating Costs	Surface mount bases for posts	\$87.01	
			262_00065989	001-010-576-80-31-01	PK-Ops-Clothing	Jackets/boots/bibs	\$158.98	
				101-016-542-90-31-01	ST-Clothing	Jackets/boots/bibs	\$158.98	



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Name	Ck #	Date	Invoice #	Account #	Account Desc	Item Desc		
Granite Construction Supply	41687	12/31/2016	262_00065989	410-016-531-10-31-00	SW-Clothing	Jackets/boots/bibs	\$158.98	
			262_00066013	101-016-544-90-31-02	ST-Operating Cost	Suction line/fittings/strainer/skimmer	\$122.26	
				410-016-531-10-31-02	SW-Operating Costs	Suction line/fittings/strainer/skimmer	\$122.25	
HB Jaeger Co LLC	41688						Check Total	\$867.06
		12/31/2016	180210/1	001-013-594-18-60-02	GG - City Hall Demo	Plumbing supplies	\$856.34	
			180467/1	101-016-544-90-31-02	ST-Operating Cost	Camlock fittings/brass coupling/pvc nipples	\$41.67	
				410-016-531-10-31-02	SW-Operating Costs	Camlock fittings/brass coupling/pvc nipples	\$41.68	
	180866/1	410-016-531-10-31-02	SW-Operating Costs	PVC returned from 20th st vault	(\$72.63)			
HERC Rentals Inc	41689						Check Total	\$551.05
		12/31/2016	28998401-001	001-013-594-18-60-02	GG - City Hall Demo	Concrete saw rental	\$551.05	
Honey Bucket	41690						Check Total	\$214.00
		12/31/2016	0550199568	001-010-576-80-45-00	PK-Equipment Rental	Honey bucket rental-Boat Launch	\$214.00	
Theodore Hunter	41691						Check Total	\$4,600.00
		12/31/2016	1912	001-007-558-60-41-02	PL-Prof Serv-Hearing E	LUA2016-0118 Hearing examiner services	\$2,600.00	
					PL-Prof Serv-Hearing E	LUA2016-0117 Hearing examiner services	\$2,000.00	
Industrial Supply Inc	41692						Check Total	\$159.48
		12/31/2016	590574	101-016-542-66-31-00	ST-Snow & Ice - Sply	Winter gloves	\$95.39	
			590575	101-016-542-90-31-01	ST-Clothing	Rain Jacket	\$32.05	
				410-016-531-10-31-00	SW-Clothing	Rain Jacket	\$32.04	
Johns Cleaning Service	41693						Check Total	\$23.76
		12/31/2016	1875	001-008-521-20-26-00	LE-Clothing	Uniform cleaning Nov 2016	\$23.76	
Kroesens Uniforms	41694						Check Total	\$141.56
		12/31/2016	40843	001-008-521-20-26-00	LE-Clothing	Soft shell jacket-Starkenburg	\$141.56	
Lake Stevens Chamber of Commerce	41695						Check Total	\$746.20
		12/31/2016	4	001-013-518-90-49-01	GG-Chamber of Commerce	Chamber membership meeting-Buzz Inn	\$746.20	
Lake Stevens Police Guild	41623						Check Total	\$1,003.00
		12/14/2016	12/15/16	001-000-284-00-00-00	Payroll Liability Other	Employee Paid Union Dues	\$1,003.00	
	41696						Check Total	\$1,003.00
		12/31/2016	12/30/16	001-000-284-00-00-00	Payroll Liability Other	Employee Paid Union Dues	\$1,003.00	
Lake Stevens School District	41697						Check Total	\$4,827.40
		12/31/2016	0016170021	001-007-558-50-32-00	PL-Fuel	Fuel	\$7.16	



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Name	Ck #	Date	Invoice #	Account #	Account Desc	Item Desc		
Lake Stevens School District	41697	12/31/2016	0016170021	001-007-559-30-32-00	PB-Fuel	Fuel	\$180.04	
				001-008-521-20-32-00	LE-Fuel	Fuel	\$61.65	
				001-010-576-80-32-00	PK-Fuel Costs	Fuel	\$59.00	
				001-013-518-20-32-00	GG-Fuel	Fuel	\$7.16	
				101-016-542-30-32-00	ST-Fuel	Fuel	\$870.71	
				410-016-531-10-32-00	SW-Fuel	Fuel	\$870.71	
			1326	001-006-518-80-32-00	IT-Fuel	Fuel	\$33.18	
				001-007-558-50-32-00	PL-Fuel	Fuel	\$10.91	
				001-007-559-30-32-00	PB-Fuel	Fuel	\$151.90	
				001-010-576-80-32-00	PK-Fuel Costs	Fuel	\$65.14	
				001-013-518-20-32-00	GG-Fuel	Fuel	\$10.91	
				101-016-542-30-32-00	ST-Fuel	Fuel	\$1,046.90	
				410-016-531-10-32-00	SW-Fuel	Fuel	\$1,452.03	
				Check Total				
41698	12/31/2016	2197	001-001-511-60-45-01	Legislative - Rentals	Chamber rental for council meetings Oct-Nov 2016	\$172.50		
Lake Stevens Sewer District	41630	12/19/2016	12/2016	001-008-521-50-47-00	LE-Utilities	Sewer - Police Station	\$83.00	
					LE-Utilities	Sewer - N Lakeshore Dr	\$83.00	
				001-010-576-80-47-00	PK-Utilities	Sewer - Lundeen Park	\$166.00	
				001-012-572-20-47-00	CS-Library-Utilities	Sewer - Library	\$83.00	
				001-013-518-20-47-00	GG-Utilities	Sewer - City Hall	\$166.00	
					GG-Utilities	Sewer - Family Center	\$83.00	
					GG-Utilities	Sewer - Vacant Houses 20th St SE	\$166.00	
					GG-Utilities	Sewer - Permit Center	\$83.00	
				101-016-543-50-47-00	ST-Utilities	Sewer - 99th Ave SE Property	\$83.00	
				Check Total				
Lemay Mobile Shredding	41631	12/19/2016	4501768	001-013-518-20-31-00	GG-Operating	Shredding services	\$4.65	
								Check Total
	41699	12/31/2016	4501767	001-008-521-20-31-01	LE-Operating Costs	Shredding services	\$4.65	
Lowes Companies	41700	12/31/2016	911352	001-013-518-90-49-03	GG-Visitor Center	Water heater for VIC	\$455.36	
			920783	101-016-544-90-31-02	ST-Operating Cost	Shop vacuum	\$92.85	
			Check Total					



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Name	Ck #	Date	Invoice #	Account #	Account Desc	Item Desc		
Lowes Companies	41700	12/31/2016	920783	410-016-531-10-31-02	SW-Operating Costs	Shop vacuum	\$92.84	
			961976	001-013-518-90-49-03	GG-Visitor Center	Replacement lights for VIC	\$216.24	
Motorola	41701						Check Total	\$976.38
		12/31/2016	13138587	001-008-521-20-31-01	LE-Operating Costs	Radio batteries	\$976.38	
Nationwide Retirement Solution	0						Check Total	\$3,450.00
		12/14/2016	12/15/16	001-000-282-00-00-00	Payroll Liability Retirement	Employee Portion-Nationwide	\$1,725.00	
		12/31/2016	12/30/16	001-000-282-00-00-00	Payroll Liability Retirement	Employee Portion-Nationwide	\$1,725.00	
NAVSURFWARCENDIV Naval Surface Warfare Center	41702						Check Total	\$600.00
		12/31/2016	N00164LE0885-16	001-008-521-20-31-01	LE-Operating Costs	2 Thermal Ey X100xp Camera replacement valves	\$600.00	
Newtech Communications Inc	41703						Check Total	\$2,857.07
		12/31/2016	2011417	001-013-594-18-60-02	GG - City Hall Demo	Cabeling at Police Station - prep for IT move	\$2,857.07	
O Reilly Auto Parts	41632						Check Total	\$32.03
		12/19/2016	2960-303214	001-010-576-80-31-00	PK-Operating Costs	Blow guns	\$5.14	
				101-016-544-90-31-02	ST-Operating Cost	Blow guns	\$5.13	
				410-016-531-10-31-02	SW-Operating Costs	Blow guns	\$5.13	
		2960-304442	101-016-544-90-31-02	ST-Operating Cost	Door handle for PW1	\$8.32		
			410-016-531-10-31-02	SW-Operating Costs	Door handle for PW1	\$8.31		
Ogden Murphy Wallace	41633						Check Total	\$746.30
		12/19/2016	730278	001-011-515-30-41-00	LG-Professional Service	Attorney services - General Matters	\$746.30	
Outcomes by Levy LLC	41634						Check Total	\$5,399.40
		12/19/2016	2016-11-LS	001-013-511-20-41-02	GG-Advisory Srv - Lobbying	Legislative/Regulatory consulting Nov 2016	\$5,399.40	
Pacific Power Batteries	41704						Check Total	\$53.60
		12/31/2016	87970	001-010-576-80-31-00	PK-Operating Costs	Solar battery	\$17.86	
				101-016-544-90-31-02	ST-Operating Cost	Solar battery	\$17.87	
				410-016-531-10-31-02	SW-Operating Costs	Solar battery	\$17.87	
PACLAB	41705						Check Total	\$15.50
		12/31/2016	C19775	001-008-521-20-41-00	LE-Professional Services	Blood draw fee	\$15.50	
Kristen Parnell	41635						Check Total	\$86.32
		12/19/2016	12/5/16 req	001-008-521-20-43-00	LE-Travel & Meetings	Hotel room tax	\$86.32	



Checks to be Approved for 12/9/2016 to 1/5/2017

Name	Ck #	Date	Invoice #	Account #	Account Desc	Item Desc	Check Total	
Perteet Engineering Inc	41706						\$2,146.00	
		12/31/2016	20110012.020-1	001-007-558-50-41-01	PL-CA-Developer Reimb	LUA2016-0071 McKay Property Wetland Rating Review	\$2,146.00	
Petty Cash Account	41636						\$36.00	
		12/19/2016	12/12/16 req	001-004-514-23-43-00	FI-Travel & Meetings	SCCFOA mtg 11/17/16	\$36.00	
Pilchuck Rentals	41707						\$545.50	
		12/31/2016	45628	001-013-594-18-60-02	GG - City Hall Demo	Rental of Stump grinder	\$545.50	
Pitney Bowes	41637						\$337.44	
		12/19/2016	3302180816	001-013-518-20-45-00	GG-Equipment Rental	Postage machine rental - Nov 2016	\$112.48	
			3302183584	001-013-518-20-45-00	GG-Equipment Rental	Postage machine rental - Dec 2016	\$112.48	
			3302317274	001-013-518-20-45-00	GG-Equipment Rental	Postage machine rental - Jan 2017	\$112.48	
Prothman Company	41708						\$4,763.59	
		12/31/2016	2016-5708	001-002-513-11-41-00	AD-Professional Services	Municipal consulting - Swenson	\$3,525.06	
				101-016-542-30-41-02	ST-Professional Service	Municipal consulting - Swenson	\$714.54	
				401-070-535-10-41-00	SE-Professional Service	Municipal consulting - Swenson	\$47.64	
				410-016-531-10-41-01	SW-Professional Services	Municipal consulting - Swenson	\$476.35	
Puget Sound Energy	41638						\$174.85	
		12/19/2016	3723810 12/16	001-008-521-50-47-00	LE-Utilities	Natural Gas - N Lakeshore Dr	\$174.85	
		41709						\$178.96
			12/31/2016	2431649512/16	001-010-576-80-47-00	PK-Utilities	Natural gas - City shop	\$59.66
					101-016-543-50-47-00	ST-Utilities	Natural gas - City shop	\$59.65
					410-016-531-10-47-00	SW-Utilities	Natural gas - City shop	\$59.65
Republic Services 197	41639						\$2,458.02	
		12/19/2016	0197-002025529	001-010-576-80-31-00	PK-Operating Costs	Dumpster svcs - Lundeen Park	\$248.30	
				001-010-576-80-45-00	PK-Equipment Rental	Dumpster rental - Lundeen Park	\$13.64	
		0197-002025698	001-010-576-80-31-00	PK-Operating Costs	Dumpster services - City Shop	\$401.74		
			101-016-542-30-45-00	ST-Rentals-Leases	Dumpster Rental - City Shop	\$430.00		
			101-016-544-90-31-02	ST-Operating Cost	Dumpster services - City Shop	\$401.75		
			410-016-531-10-31-02	SW-Operating Costs	Dumpster services - City Shop	\$401.75		
			410-016-531-10-45-00	SW-Equipment Rental	Dumpster Rental - City Shop	\$430.00		
			0197-002026239	GG-Operating	Dumpster services - City Hall	\$114.64		
		001-013-518-20-45-00	GG-Equipment Rental	Dumpster rental - City Hall	\$16.20			



Checks to be Approved for 12/9/2016 to 1/5/2017

Name	Ck #	Date	Invoice #	Account #	Account Desc	Item Desc	Check Total	\$		
Snohomish County PUD	41640							Check Total	\$3,487.61	
	12/19/2016	100279785	001-010-576-80-47-00	PK-Utilities	200748721 Parks	\$49.24				
		104580239	001-013-518-20-47-00	GG-Utilities	200206019 City Hall	\$344.84				
		104580619	001-013-518-20-47-00	GG-Utilities	200321172 Permit Center	\$177.67				
		104581439	001-013-518-20-47-00	GG-Utilities	200245215 Family Center	\$224.86				
		104582453	101-016-542-63-47-00	ST-Lighting - Utilities	200363505 Traffic Signal	\$95.72				
		104584302	101-016-542-63-47-00	ST-Lighting - Utilities	200178218 Traffic Signal	\$251.91				
		111225566	001-012-575-50-47-00	CS-Community Center-Utilities	200860922 Community Center	\$451.13				
		114541671	001-008-521-50-47-00	LE-Utilities	200558690 Police N Lakeshore Drive	\$110.44				
		124494176	101-016-542-63-47-00	ST-Lighting - Utilities	201860178 Traffic Signal	\$211.16				
		124494411	001-013-518-20-47-00	GG-Utilities	201956075 War Memorial	\$26.59				
		127795683	001-013-518-20-47-00	GG-Utilities	201783685 Annex	\$124.01				
		131102165	001-012-572-20-47-00	CS-Library-Utilities	200206977 Library	\$485.85				
			001-013-518-20-47-00	GG-Utilities	200206977 Library water meter	\$123.71				
		134391339	101-016-542-63-47-00	ST-Lighting - Utilities	201595113 Street Lights	\$237.21				
		137613576	101-016-542-63-47-00	ST-Lighting - Utilities	205320781 SR92 Roundabout at 99th	\$79.88				
		140911071	101-016-542-63-47-00	ST-Lighting - Utilities	201973682 Street Lights	\$44.73				
		144239762	001-010-576-80-47-00	PK-Utilities	201513934 Parks	\$17.25				
		147530603	101-016-542-63-47-00	ST-Lighting - Utilities	203115522 Street Light meter	\$210.12				
		147534738	101-016-542-63-47-00	ST-Lighting - Utilities	205338056 SR92 Roundabout at 113th	\$85.83				
		154069338	001-012-575-30-47-00	CS-Historical-Utilities	202289237 Museum	\$24.89				
			001-012-575-51-47-00	CS-Grimm House Expenses	202289237 Grimm House	\$24.90				
		154073306	101-016-542-63-47-00	ST-Lighting - Utilities	202342622 Street Lights	\$85.67				
		41641							Check Total	\$891.86
		12/19/2016	157270306	001-010-576-80-47-00	PK-Utilities	202513354 Park lighting	\$20.30			
			157276841	001-008-521-50-47-00	LE-Utilities	203033030 Police Dept Water	\$78.90			
			160467895	001-010-576-80-47-00	PK-Utilities	203531959 Mobile at 2424 Soper Hill Rd	\$40.24			
			160472068	101-016-542-63-47-00	ST-Lighting - Utilities	202648705 Street Lights	\$60.67			
			163687059	001-008-521-50-47-00	LE-Utilities	202766820 Police Dept Electric	\$691.75			
		41642							Check Total	\$1,066.97
		12/19/2016	154067496	101-016-542-63-47-00	ST-Lighting - Utilities	202648101 Street Lights - Soper Hill Annexation	\$1,066.97			



Checks to be Approved for 12/9/2016 to 1/5/2017

Name	Ck #	Date	Invoice #	Account #	Account Desc	Item Desc	Check Total		
Snohomish County PUD	41643							Check Total	\$10,168.62
		12/19/2016	100278619	101-016-542-63-47-00	ST-Lighting - Utilities	202624367 Street Lights		\$10,168.62	
	41644							Check Total	\$1,181.12
		12/19/2016	157267840	101-016-542-63-47-00	ST-Lighting - Utilities	202670725 Street Lights		\$1,181.12	
	41710							Check Total	\$1,475.82
		12/31/2016	100281436	001-010-576-80-47-00	PK-Utilities	203203245 Lundeen Restrooms		\$391.38	
			107924996	001-010-576-80-47-00	PK-Utilities	200493443 Cath Creek Park meter 73867		\$18.37	
			111236029	101-016-542-64-47-00	ST-Traffic Control -Utility	221128085 Traffic Signal 7441 20th St SE		\$96.10	
			134402080	001-010-576-80-47-00	PK-Utilities	203599006 City Shop		\$165.74	
				101-016-543-50-47-00	ST-Utilities	203599006 City Shop		\$165.74	
410-016-531-10-47-00				SW-Utilities	203599006 City Shop		\$165.79		
140922173			101-016-542-63-47-00	ST-Lighting - Utilities	202013249 Traffic Signal		\$114.90		
147542000	101-016-542-63-47-00		ST-Lighting - Utilities	203728159 Traffic Signal		\$66.60			
154081505	101-016-542-63-47-00	ST-Lighting - Utilities	202988481 Street Lights		\$291.20				
Snopac	41711							Check Total	\$26,017.48
		12/31/2016	8695	001-008-528-00-51-00	LE-Snopac Dispatch	Dispatch services		\$26,017.48	
Sound Publishing Inc	41712							Check Total	\$2,188.24
		12/31/2016	7727837	001-005-521-11-31-00	HR-Civil - Office Supply	Police Civil Services Commission ad		\$299.00	
			EDH730750	001-007-558-50-41-03	PL-Advertising	LUA2016-0138/0139 Eagle Glen		\$101.60	
			EDH730940	001-007-558-50-41-03	PL-Advertising	Applications for Preferred Consultant Program		\$65.48	
			EDH731275	001-007-558-50-41-03	PL-Advertising	LUA2016-0127 Hartford Industrial		\$142.88	
			EDH732263	001-007-558-50-41-03	PL-Advertising	LUA2016-0163 McCourt		\$87.84	
			EDH732325	001-007-558-50-41-03	PL-Advertising	LUA2016-0046 Smoots		\$103.32	
			EDH732617	001-007-558-50-41-03	PL-Advertising	2016 Comp Plan Docket		\$172.24	
			EDH732716	001-007-558-50-41-03	PL-Advertising	LUA2016-007 Hild Comp Plan Amend		\$186.00	
			EDH732723	001-007-558-50-41-03	PL-Advertising	LUA2015-0119 LS School Dist 2016 Comp Plan Docket		\$192.88	
			EDH732727	001-007-558-50-41-03	PL-Advertising	LUA2016-0017 SW Quad Rezone		\$196.32	
			EDH732738	001-007-558-50-41-03	PL-Advertising	LUA2016-0174 Lyons Gate		\$96.44	
			EDH733059	001-007-558-50-41-03	PL-Advertising	LUA2016-0145/0146/0161 McCourt		\$105.04	
			EDH733070	001-007-558-50-41-03	PL-Advertising	Public hearing-Temporary building heights downtown		\$53.44	
EDH733078	001-007-558-50-41-03		PL-Advertising	Public hearing-RV placement in mfg home communities		\$51.72			
EDH733098	001-007-558-50-41-03	PL-Advertising	LUA2016-0179 Maple Rock II		\$77.40				



Checks to be Approved for 12/9/2016 to 1/5/2017

Name	Ck #	Date	Invoice #	Account #	Account Desc	Item Desc		
Sound Publishing Inc	41712	12/31/2016	EDH733211	001-007-558-50-41-03	PL-Advertising	LUA2016-0145/0146/0147/0161 Chapel 5	\$106.76	
			EDH733469	001-007-558-50-41-03	PL-Advertising	LUA2016-0145/0146/0159	\$127.40	
			EDH733553	001-007-558-50-41-03	PL-Advertising	RFQ Chapel Hill Civic Center	\$22.48	
John Spencer	41713						Check Total	\$291.48
		12/31/2016	12/28/16 req	001-001-513-10-43-00	Executive - Travel & Mtgs	Travel & Meetings 2016	\$291.48	
Standard Insurance Company	0						Check Total	\$5,819.98
		12/31/2016	12/30/16	001-000-284-00-00-00	Payroll Liability Other	Life/Disability Ins Premiums	\$148.00	
				001-002-513-11-20-00	AD-Benefits	Life/Disability Ins Premiums	\$0.00	
				001-003-514-20-20-00	CC-Benefits	Life/Disability Ins Premiums	\$105.79	
				001-004-514-23-20-00	FI-Benefits	Life/Disability Ins Premiums	\$184.14	
				001-005-518-10-20-00	HR-Benefits	Life/Disability Ins Premiums	\$70.67	
				001-006-518-80-20-00	IT-Benefits	Life/Disability Ins Premiums	\$141.89	
				001-007-558-50-20-00	PL-Benefits	Life/Disability Ins Premiums	\$539.30	
				001-007-559-30-20-00	PB-Benefits	Life/Disability Ins Premiums	\$310.22	
				001-008-521-20-20-00	LE-Benefits	Life/Disability Ins Premiums	\$2,753.77	
				001-010-576-80-20-00	PK-Benefits	Life/Disability Ins Premiums	\$202.94	
				001-013-518-30-20-00	GG-Benefits	Life/Disability Ins Premiums	\$75.83	
				101-016-542-30-20-00	ST-Benefits	Life/Disability Ins Premiums	\$693.08	
				401-070-535-10-20-00	SE-Benefits	Life/Disability Ins Premiums	\$12.05	
410-016-531-10-20-00	SW-Benefits	Life/Disability Ins Premiums	\$582.30					
Stericycle Inc	41714						Check Total	\$10.36
		12/31/2016	3003659565	001-008-521-20-41-00	LE-Professional Services	Hazardous waste disposal services	\$10.36	
Robert Stowe	41715						Check Total	\$130.00
		12/31/2016	11/30/16	001-007-558-70-41-00	PL-Economic Devel	20th St RFP & Downtown Consulting	\$130.00	
Summit Law Group	41716						Check Total	\$713.00
		12/31/2016	81987	001-008-521-20-41-00	LE-Professional Services	Legal services - Union	\$713.00	
Teamsters Local No 763	41717						Check Total	\$988.00
		12/31/2016	12/30/16	001-000-284-00-00-00	Payroll Liability Other	Union Dues	\$988.00	
United Way of Snohomish Co	41718						Check Total	\$61.68
		12/31/2016	12/30/16	001-000-284-00-00-00	Payroll Liability Other	Employee Contributions	\$61.68	



Checks to be Approved for 12/9/2016 to 1/5/2017

Name	Ck #	Date	Invoice #	Account #	Account Desc	Item Desc	Check Total	
Universal Field Services Inc	41719						Check Total	\$249.57
		12/31/2016	48082	301-010-576-80-61-00	Park Mitigation Funds Exp	Aquisition of ROW-Hartford Trailhead	\$249.57	
UPS	41645						Check Total	\$16.02
		12/19/2016	74Y42496	001-008-521-20-42-00	LE-Communication	Evidence shipping	\$2.01	
			74Y42506	001-008-521-20-42-00	LE-Communication	Evidence shipping	\$14.01	
Jerad Wachtveitl	41720						Check Total	\$13.84
		12/31/2016	12/21/16	001-008-521-20-43-00	LE-Travel & Meetings	Meal - case 2016-21267	\$13.84	
Washington State Support Registry	0						Check Total	\$804.92
		12/14/2016	12/15/16	001-000-284-00-00-00	Payroll Liability Other	Employee Paid Child Support	\$402.46	
		12/31/2016	12/30/16	001-000-284-00-00-00	Payroll Liability Other	Employee Paid Child Support	\$402.46	
Washington Teamsters Welfare Trust EFT	0						Check Total	\$2,035.60
		12/31/2016	12/30/2016	001-000-283-00-00-00	Payroll Liability Medical	Teamsters Dental Ins Premiums	\$2,035.60	
Wave Broadband	41721						Check Total	\$707.86
		12/31/2016	01449010	001-002-513-11-42-00	AD-Communications	Telephone Service	\$10.41	
				001-003-514-20-42-00	CC-Communications	Telephone Service	\$20.81	
				001-004-514-23-42-00	FI-Communications	Telephone Service	\$20.81	
				001-005-518-10-42-00	HR-Communications	Telephone Service	\$10.41	
				001-006-518-80-42-00	IT-Communications	Telephone Service	\$31.22	
				001-007-558-50-42-00	PL-Communication	Telephone Service	\$67.67	
				001-007-559-30-42-00	PB-Communication	Telephone Service	\$10.41	
				001-008-521-20-42-00	LE-Communication	Telephone Service	\$353.93	
				001-012-575-30-42-00	CS-Historical-Communications	Telephone Service Museum	\$10.40	
				001-012-575-50-42-00	CS-Community Center - Comm	Telephone Service Senior Ctr	\$10.41	
				001-013-518-20-42-00	GG-Communication	Telephone Service	\$41.62	
				101-016-543-30-42-00	ST-Communications	Telephone Service Shop	\$59.88	
				410-016-531-10-42-00	SW-Communications	Telephone Service Shop	\$59.88	
	41722						Check Total	\$650.94
12/31/2016		01452136	510-006-518-80-49-00	License Renewal - Annual Maint	Fiber lease for New World Connection	\$650.94		
Western Conference of Teamsters Pension Trust	41723						Check Total	\$2,306.38
		12/31/2016	12/30/2016	001-000-282-00-00-00	Payroll Liability Retirement	Employee Contributions - Teamster Pension	\$2,306.38	



Checks to be Approved for 12/9/2016 to 1/5/2017

Name	Ck #	Date	Invoice #	Account #	Account Desc	Item Desc		
Western Systems	41724						Check Total	\$8,297.48
		12/31/2016	0000031805	101-016-542-64-31-00	ST-Traffic Control - Supply	Traffic Signs & Lights	\$8,297.48	
David Williamson	41725						Check Total	\$139.19
		12/31/2016	12/21/16 req	001-007-559-30-31-02	PB - Clothing	Safety boots 2016 - Williamson	\$139.19	
Total							\$466,042.46	

CITY OF LAKE STEVENS
CITY COUNCIL JOINT MEETING WITH PLANNING COMMISSION
Tuesday, December 13, 2016
Lake Stevens School District Educational Service Center (Admin. Bldg.)
12309 22nd Street N.E. Lake Stevens

CALL TO ORDER: 5:31 p.m. by Mayor John Spencer

ELECTED OFFICIALS PRESENT: Councilmembers Kim Daughtry, Kurt Hilt (5:36 p.m.) Todd Welch, Rauchel McDaniel, Kathy Holder, Marcus Tageant

ELECTED OFFICIALS ABSENT: None.

PLANNING COMMISSIONERS PRESENT: Jennifer Davis, Janice Huxford, Gary Petershagen

PLANNING COMMISSIONERS ABSENT: Tracey Trout, Linda Hoult, Vicki Oslund

STAFF MEMBERS PRESENT: Finance Director/City Clerk Barb Stevens, Community Development Director Russ Wright, Police Chief John Dyer, Human Resources Director Steve Edin and Deputy City Clerk Kathy Pugh

OTHERS: Senior Planners Stacie Pratschner and Melissa Place, Associate Planner Dillon Roth, Assistant Planner Jill Meis, Permit Coordinator Jennie Fenrich, Economic Development Coordinator Jeanie Ashe

ROLL CALL: Moved by Planning Commissioner Petershagen, seconded by Planning Commissioner Huxford, to excuse Commissioners Tracey Trout, Linda Hoult and Vicki Oslund from the meeting. On vote the motion carried (3-0-0-0).

Community Development Director Russ Wright provided an overview of the changes in staffing to Planning and Community Development in 2016. He then reviewed permitting activity in 2016, including that over 800 building permits have been processed, with nearly 700 of those being for new single-family homes. He added that 113 commercial permits have been processed. Director Wright said that code enforcement has expanded, including the addition of two inspectors and development of a protocol for addressing code enforcement.

Director Wright reviewed that economic development incentives have been added including tax exemptions for manufacturing, and traffic incentive updates directed to retail development, and industrial exemptions. The permitting process has been streamlined, particularly for small projects.

Turning to parks, Director Wright highlighted that a Coordinator position was created and filled, which allows someone to take a dedicated look at moving the city's parks forward, including improvements to Lundeen Park, and the development of a restoration plan at Lundeen Park. Additionally the City has been working with Snohomish County to accomplish the development

of Cavelero Park, including the design of a skate park and other amenities. The City is planning to collaborate with the Lake Stevens School District in 2017 to create some recreational programming within the City.

Looking at land use, Director Wright then commented on the number of land use permits that have been issued, the beautification plan, and various code amendments, and the downtown subarea plan that is being developed.

Planning Commissioner Jennifer Davis appreciated the City Council liaisons who have attended Planning Commission meetings.

Director Wright added that the Planning Commission has been meeting twice a month this year and have put in a lot of effort this year to advance the City's agenda.

Discussion ensued regarding the increased levels of public participation.

Director Wright next reviewed upcoming proposed code amendments that will come to Council in 2017, following consideration and recommendations by the Planning Commission.

Senior Planner Stacie Pratschner reviewed that staff is working on a mandated update to adopt the 2012 Stormwater Manual. She also discussed updates to the City's land disturbance code. Staff responded to Councilmembers' questions.

Senior Planner Melissa Place next reviewed upcoming Recreational Vehicle code amendments that are being prepared in response to a WCIA land use audit. These amendments will include a nonconforming clause, at the request of the Planning Commission.

Director Wright added that International Building Code and Fire Code amendments will be brought forward in 2017 to bring them into compliance with state and federal regulations.

2017 Work Plan:

Director Wright commented there will be a city-initiated map amendment for the Chapel Hill site to reflect the public purpose at that site. Additionally there will be an update to the Capital Facilities Plan, and the Parks Plan will be reviewed to see if there are updates that need to take place. To date there are no citizen-initiated amendments requested. Director Wright reviewed the projected 2017 Long Range Work Program that includes a timetable. He also commented on the wireless consortium and legislation the carriers may pursue that would affect the cities.

Planner Pratschner updated on the December 13, 2016 teleconference with Association of Washington Cities, the consortium and the Verizon attorneys. Discussion ensued and Staff responded to Councilmembers' questions.

Director Wright reviewed additional items on the work program including possible private road standards and a possible model home ordinance.

Director Wright then responded to Councilmembers' questions.

Director Wright added an application will be coming in to allow car washes in the city, and annexation zoning will be brought forward by staff in anticipation of future annexation requests, permit extension packets will be reviewed and updated, together with a review and update of

park mitigation fees. Also, permitting review and small project review will be reviewed with an eye to improving processes.

ADJOURN:

The joint meeting of the City Council and Planning Commission was 6:25 p.m.

John Spencer, Mayor

Jennifer Davis, Planning Commission
Chair

Kathy Pugh, Deputy City Clerk



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

Tuesday, December 13, 2016

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

CALL TO ORDER: 6:33 p.m. by Mayor John Spencer

ELECTED OFFICIALS PRESENT: Councilmembers Kim Daughtry, Kurt Hilt, Todd Welch, Raichel McDaniel, Kathy Holder, Marcus Tageant

ELECTED OFFICIALS ABSENT: None.

STAFF MEMBERS PRESENT: Interim City Administrator Mary Swenson, Finance Director/City Clerk Barb Stevens, Community Development Director Russ Wright, Public Works Director Mick Monken, Police Chief John Dyer, Human Resources Director Steve Edin, Deputy City Clerk Kathy Pugh and City Attorney Grant Weed

Mayor Spencer opened the Workshop meeting and said that the purpose of tonight's meeting is to begin a discussion on whether City Hall will stay in the downtown area or move to the Chapel Hill property.

Community Development Director Russ Wright commented that the City needs to make a decision on where to site the new city hall so other important decisions can be made. He reviewed the advantages and disadvantages of siting the new city hall in the vicinity of the current location, known as Downtown Lake Stevens vs. siting the new facility in the area of Chapel Hill, where the new library facilities and police department buildings are anticipated to be built.

The decision on siting of the new city hall affects how the City will move forward in establishing the new city hall and other municipal buildings and services. Director Wright reviewed a Decision Statement matrix that contains an analysis of suggested objectives in selecting a new site, together with a district-level analysis of the two proposed sites.

Discussion ensued with Councilmember McDaniel commenting that the City's Downtown Subarea consultant originally said the city hall should be located in the downtown and act as an anchor, and that there needs to be time for public input. She suggested waiting to see if the Library bond passes in February, before making a decision.

Mayor Spencer suggested there also needs to be a conversation about whether the City should be part of the subarea planning.

Councilmember Welch commented that transportation availability needs to be considered, and that most transportation goes to the Chapel Hill area now. He also suggested that City Hall is more available on line, and that in-person visits are becoming less necessary.

Councilmember Holder said the city needs a good, functional community center, or a convention center. She added that people go downtown for recreation, and if there is a larger park area with amenities, more people will come to the downtown area.

Discussion ensued regarding possible uses for the current city property.

Councilmember Tageant would like to receive more public comment and to make sure that the Council is making a good decision.

Councilmember Hilt agreed with Councilmember McDaniel's concerns. He views the vision as moving the City's administrative function to Chapel Hill and developing the downtown area with cultural amenities.

Mayor Spencer commented that there can be more time for the decision, and also that the downtown plan does not hinge entirely on where City Hall is located.

The Workshop meeting was adjourned at 6:59 p.m.

John Spencer, Mayor

Kathy Pugh, Deputy City Clerk

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

Tuesday, December 13, 2016
Lake Stevens School District Educational Service Center (Admin. Bldg.)
12309 22nd Street N.E. Lake Stevens

CALL TO ORDER: 7:05 p.m. by Mayor John Spencer

ELECTED OFFICIALS PRESENT: Councilmembers Kim Daughtry, Kurt Hilt, Todd Welch, Raichel McDaniel, Kathy Holder, Marcus Tageant

ELECTED OFFICIALS ABSENT: None.

STAFF MEMBERS PRESENT: Interim City Administrator Mary Swenson, Finance Director/City Clerk Barb Stevens, Community Development Director Russ Wright, Public Works Director Mick Monken, Police Chief John Dyer, Human Resources Director Steve Edin, Deputy City Clerk Kathy Pugh, City Attorney Grant Weed, Senior Planners Stacie Pratschner and Melissa Place, Associate Planner Dillon Roth, Adam Emerson, Senior Engineer

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

Roll Call: All present.

Approval of Agenda:

Mayor Spencer said that the Public Hearing on the 2017 Budget will be heard first on the Public Hearing portion of the agenda.

Moved by Councilmember Tageant, seconded by Councilmember Hilt, to approve the agenda with the noted change. On vote the motion carried (6-0-0-0).

Guest Business: None.

Council Business:

- Kim Daughtry: Stakeholder Advisory Group (“SAG”) meeting for SR 9/SR 204, Public Works & Economic Development subcommittees, Military Affairs committee for Economic Alliance for Snohomish County
- Councilmember Hilt: Snohomish Health District
- Councilmember Welch: Budget subcommittee, Parks subcommittee, Chamber of Commerce ribbon cutting for new Lake Stevens brewery
- Councilmember McDaniel: Fire Commission, Budget Subcommittee, Planning Commission, SAG meeting for SR 9/SR 204
- Councilmember Holder: Parks Subcommittee, Parks Board Meeting; Economic Development and Planning Subcommittee

- Councilmember Tageant: Budget Subcommittee, SAG meeting for SR 9/SR 204, Economic Development subcommittee

Mayor's Business: Met with Lake Stevens Historical Society and committed that the City will work with the Historical Society to preserve historical artifacts they have.

City Department Report:

- Chief Dyer: Everett Crime Mapping
- Human Resources Director Edin: Holiday party tomorrow; ramping up online recruitment system
- Finance Director Stevens: Financial Statement Audit update
- Deputy Clerk Pugh: Staff is working hard to disposition files across city departments
- Public Works Director Monken: Washington State Department of Transportation kick-off meeting for Interchange Justification Report for the SR 2/US 2/SR 204

Consent Agenda:

MOTION: Moved by Councilmember Tageant, seconded by Councilmember Welch, to approve (A) 2016 Vouchers [Payroll Direct Deposits of \$359,560.18, Payroll Checks 41429-41430, 41530-41531 totaling \$10,939.31, Tax Deposits of \$151,305.64, Electronic Funds Transfers (ACH) of \$211,005.82, Claims Check Nos. 41431-41529, 41532-41619 totaling \$654,020.28, Void Check Nos. 40218, 40367, 40517, 41128 totaling \$511.95, Total Vouchers Approved: \$1,386,319.28], (B) City Council Workshop Meeting Minutes of November 8, 2016, (C) City Council Regular Meeting Minutes of November 8, 2016, (D) City Council Special Meeting Minutes of November 29, 2016, (E) Boards and Commissions Reappointments, (F) City Attorney Retainer Agreement, (G) Public Defender Contract, (H) 91st Avenue Safe Routes to School Project Final Acceptance (I) Resolution 2016-23 Establishing Park Mitigation Fund 302, (J) Resolution 2016-24 Establishing a Capital Equipment-Vehicle Replacement Fund 515, (K) Interlocal Agreement with Snohomish County Conservation District (L) Contract Extension with ServPro re Asbestos Inspection/Removal, (M) Budget and Size Increase for Modular Structure Purchase re Temporary City Hall, (N) Master Non-Exclusive On-Call Public Works Contract for Electrical Services; (O) First Amendment to WAVE Broadband Agreement for Dark Fiber. On vote the motion carried (6-0-0-0).

Public Meeting:

Accept Final Plat and Associated Right-of-Way for Maple Rock II: Deputy City Clerk Kathy Pugh opened the public meeting and read the rules of procedure for public meetings for the record.

Associate Planner Dillon Roth presented the staff report and said tonight's requested action is to hold a public meeting to accept the Maple Rock II subdivision and the associated right-of way dedication. Planner Roth provided an overview of the plat, and he reviewed the process for the Maple Rock II subdivision. Planner Roth said that the final development meets all the requirements established by the City's standards and is consistent with applicable requirements and procedures of the City. Planner Roth invited questions of Council and there were none.

Mayor Spencer invited public comment and there was none.

MOTION: Moved by Councilmember Hilt, seconded by Councilmember Tageant, to accept the Final Plat and Associated Right-of-Way for the Plat of Maple Rock II. On vote the motion carried (6-0-0-0).

Public Hearings:

Deputy City Clerk Pugh opened the public hearings and read the rules of procedure for record; she stated that the rules would apply for all three public hearings on tonight's agenda.

2017 Budget – Ordinance No. 975: Finance Director/City Clerk Barb Stevens said that tonight's requested action is to hold a public hearing and second and final reading and adoption of Ordinance No. 975 – 2017 Budget. Director Stevens reviewed the process in preparing the 2017 budget, identified budget priorities, reviewed city-wide revenue sources and expenditures, and the 2017 updates to the proposed 2017 budget following review by the Budget Subcommittee. Director Stevens invited Councilmembers' questions and there were none.

Mayor Spencer invited public comment and there was none.

MOTION: Councilmember Tageant moved, Councilmember McDaniel seconded, to close the public comment portion of the public hearing. On vote the motion carried (6-0-0-0).

MOTION: Councilmember Holder moved, Councilmember Hilt seconded, to close the public hearing. On vote the motion carried (6-0-0-0).

MOTION: Councilmember Daughtry moved, Councilmember Tageant seconded, to approving Ordinance 975 adopting the 2017 Budget. On vote the motion carried (6-0-0-0).

2016 Comprehensive Plan Amendments (LUA 2015-0119, LUA 2016-0007 and LUA 2016-0017): Senior Planner Stacie Pratschner presented the staff report and reviewed the public process undertaken to date to complete the 2016 Comprehensive Plan amendments. She explained that tonight's amendments include two citizen initiated amendments and concurrent rezone requests, and one city-initiated amendment and concurrent rezone request to the Comprehensive Plan, all of which are accomplished by ordinance. Planner Pratschner invited questions of Council and there were none.

Planner Pratschner reviewed that Ordinance No. 978 is a request by the Lake Stevens School District to amend the Comprehensive Plan Map to change the land use designation for two parcels located near Lake Drive and 28th Street NE from Medium Density Residential to Public/Semi Public. The Planning Commission recommends approval of this request. She then invited Councilmembers' questions and there were none.

Councilmember Holder disclosed that she is an employee of the school district

City Attorney Weed commented this disclosure applies to the rezone, and asked if Councilmember Holder's employment would have an effect on her ability to make a fair and impartial decision regarding the rezone affect. Councilmember Holder replied that it would not. City Attorney Weed then asked if there were any objections from the audience to Councilmember Holder participating in the decision making for the Lake Stevens School District request for rezone, and there were none.

Senior Planner Melissa Place reviewed that Ordinance No. 979 is a citizen-initiated map amendment and city-initiated expansion, which changes the land use designation for six parcels located near SR 92 and 127th Drive NE to Medium Density Residential, and an isolated parcel east of 127th Drive NE to General Industrial. It is the Planning Commission's recommendation to approve this request. She then invited Councilmembers' questions and there were none.

Planner Pratschner reviewed that Ordinance No. 980 amends the City's Comprehensive Plan and consists of city-initiated text amendments, amends the Official Comprehensive Plan Land Use Map and includes a city-initiated map amendment changing the land use designation for ten parcels located adjacent to SR-9 and 20th Street SE to Commercial. Planner Pratschner briefly reviewed some of the updates.

Director Wright reviewed the City-initiated land use amendment located near the intersection of Highway 9 and 20th Street SE, which is a result of reviewing the City's goals and how the properties on the west side of the intersection are used. Director Wright said there has been significant public comment during this process as it relates to this particular amendment and rezone. Director Wright then invited Councilmembers' questions.

Councilmember McDaniel commented that she has watched this process as it has evolved through the Planning Commission process and that a lot of time and consideration was taken, particularly with the residents affected by this change.

Director Wright responded to Councilmember Tageant's questions regarding traffic changes and impacts.

Discussion ensued and Director Wright responded to questions on how current homeowners located in the proposed rezone area will be affected by the rezone.

Mayor Spencer invited public comment regarding Ordinance No. 978 regarding Land Use Map Amendments requested by the Lake Stevens School District, and there was none.

MOTION: Moved by Councilmember Tageant, seconded by Councilmember Welch, to close the comment portion of the public hearing. On vote the motion carried (6-0-0-0).

MOTION: Moved by Councilmember Daughtry, seconded by Councilmember Welch, to close the public hearing. On vote the motion carried (6-0-0-0).

MOTION: Moved by Councilmember Hilt, seconded by Councilmember Welch, to adopt Ordinance No. 978 regarding Land Use Map Amendments requested by the Lake Stevens School District. On vote the motion carried (6-0-0-0).

Mayor Spencer invited public comment regarding Ordinance No. 979, a Citizen-initiated Land Use Map amendment, and there was none.

MOTION: Moved by Councilmember Holder, seconded by Councilmember Hilt, to close the public comment portion of the hearing. On vote the motion carried (6-0-0-0).

MOTION: Moved by Councilmember Daughtry, seconded by Councilmember Tageant, to close the public hearing. On vote the motion carried (6-0-0-0).

MOTION: Moved by Councilmember Daughtry, seconded by Councilmember Welch, to approve Ordinance No. 979, a Citizen-initiated Land Use Map amendment. On vote the motion carried (6-0-0-0).

Mayor Spencer invited public comment regarding Ordinance No. 980, regarding City-initiated Land Use Maps and Text amendments and 2016 Comprehensive Plan Amendments.

Angela McClure Miller, 2109 – 97th Drive SE, said she bought her home in 2006 and raised her family here. She said there are other areas in the City that could be designated commercial rather than disrupting existing residences and is strongly against rezoning adjacent to SR 9 and 20th SE.

Ken Fitzgerald, 2217 – 97th Drive SE, said that if the changes adjacent to SR 9 and 20th SE are approved the result will be a land-locked cul-de-sac with no development options for a future developer.

Andrew Fredette, 2220 – 97th Drive SE, does support the rezone and does not want to live next to a commercially zoned property. His home is his future, and there are other lands available for rezone to commercial.

Sally Jo Sebring, 1023 99th Avenue SE, is concerned about affordable housing; she commented new housing is expensive, and the homes that will be affected by a rezone to commercial adjacent to SR 9 and 20th SE are affordable.

Pamela Corbert, 3420 98th Drive SE, said that her parents live in the area that will be affected by the proposed rezone of properties adjacent to SR 9 and 20th Street SE, and that they cannot afford to move.

Mark Miller, 2109 97th Drive SE, commented his home is affordable and he and his wife want to look forward to living in their home for a long time. He understands the master plan, but asked that the City give the residents affected by the proposed rezone adjacent to 20th SE a chance.

Ron Large, 2103 – 97th Drive SE, is concerned about his home location in relation to the boundaries for the proposed rezone adjacent to SR 9 and 20th Street SE.

Dan Rike, 9706 20th Street SE, is against the proposed rezone adjacent to SR 9 and 20th Street SE. He is concerned that with the Everett water pipeline in the area it will limit commercial construction, even if the rezone is approved. High Density Residential would make more sense.

MOTION: Moved by Councilmember Daughtry, seconded by Councilmember Welch, to close the public comment portion of the public hearing. On vote the motion carried (6-0-0-0).

MOTION: Moved by Councilmember Daughtry, seconded by Councilmember McDaniel, to close the public hearing. On vote the motion carried (6-0-0-0).

MOTION: Moved by Councilmember McDaniel, seconded by Councilmember Holder to approve Ordinance 9890 regarding City-initiated Land Use Maps and Text amendments and 2016 Comprehensive Plan Amendments.

Discussion ensued and Director Wright responded to Councilmembers' questions including that the proposed amendments brought forward tonight have been reviewed and recommended by the Planning Commission and discussion about the City of Everett pipeline. Director Wright also said that the impetus for the proposed rezone is to create synergy between the two sides of the roadway to have similar land uses on both sides of the roadway. In response to a question about interest in economic development in the proposed rezone area, Economic Development Coordinator Jeanie Ashe said there has been no interest to date in commercial development, due in part because the City has aggressively planned for infrastructure on the west side of Highway 9. Homes in the area will not be forced out, but will remain as nonconforming uses.

VOTE: On vote the motion to approve Ordinance No. 980, regarding City-initiated Land Use Maps and Text amendments and 2016 Comprehensive Plan Amendments carried (5-1-0-0).

Lake Stevens School District #4 Request for Rezone: Senior Planner Pratschner presented the staff report and said tonight's requested action is to hold a public hearing and to adopt Ordinance 981 amending the Official Zoning Map and rezoning two parcels totaling approximately 38 acres from High Urban Residential to Public/Semi-Public. The parcels are located near Lake Drive and 28th Street NE, and Lake Stevens School District is the proponent. The Planning Commission recommends approval of this rezone. Planner Pratschner reviewed the public process. She then invited Councilmembers' questions and there were none.

Mayor Spencer briefly left the meeting.

Council President Welch invited public comment and there was none.

MOTION: Councilmember Tageant moved, Councilmember McDaniel seconded, to close the public comment portion of the public hearing. On vote the motion carried (6-0-0-0).

MOTION: Councilmember Holder moved, Councilmember Hilt seconded, to close the public hearing. On vote the motion carried (6-0-0-0).

MOTION: Councilmember Hilt moved, Councilmember McDaniel seconded, to approve Ordinance 981, amending the Official Zoning Map enacted by Ordinance 937k, approving the Lake Stevens School District #4 Rezone near Lake Drive and 28th Street NE rezoning two parcels totaling approximately 38 acres from High Urban Residential to Public/Semi-Public. On vote the motion carried (6-0-0-0).

Hild (aka The Refuge) Rezone: Senior Planner Place presented the staff report and said tonight's requested action is to hold a public hearing and to approve Ordinance 982 related to the Hild Rezone. Planner Place commented this is a citizen-initiated request for rezone of approximately 15.5 acres located on the west side of 127th Drive NE between SR-92 and 36th Street NE from Planned Business District to Medium Density Residential. Additionally the City is recommending that the proposed change be extended to the Planned Business District-zoned parcels that are adjacent to the eastern and western boundaries of the project area and that comprise approximately an additional 3.5 acres, and that an isolated 0.44 acre parcel east of 127th Avenue SE currently zoned Planned Business District be rezoned to General Industrial. Planner Place then reviewed the public process and noted the Planning Commission recommends approval of the request. She then invited Councilmembers' questions and there were none.

Mayor Spencer invited public comment and there was none.

MOTION: Councilmember Daughtry moved, Councilmember Tageant seconded, to close the public comment portion of the public hearing. On vote the motion carried (6-0-0-0).

MOTION: Councilmember Tageant moved, Councilmember Welch seconded, to close the public hearing. On vote the motion carried (6-0-0-0).

MOTION: Councilmember Tageant moved, Councilmember Welch seconded, to approve Ordinance 982, amending the Official Zoning Map, enacted by Ordinance No. 974, approve the Hild (aka The Refuge) rezone and a city-initiated expansion totaling approximately 19 acres, changing the zoning of six parcels located near SR-92 and 127th Drive NE, currently zoned Planned Business District to High Urban Residential and an isolated parcel east of 127th Drive NE currently zoned Planned Business District to General Industrial. On vote the motion carried (6-0-0-0).

SW Quad Rezone: Director Wright presented the staff report and said tonight's requested action is to hold a public hearing and approve Ordinance 983, amending the Official Zoning Map enacted by Ordinance 74, approving the SW Quad Rezone adjacent to SR-9 and 20th Street SE rezoning 10 parcels totaling approximately 8.5 acres from Mixed Use Neighborhood to Neighborhood Business as a concurrent land use action. Director Wright reviewed the public process and said that it is Planning Commission's recommendation to approve this request. He then responded to Councilmembers' questions related to what uses are allowed in commercial, neighborhood business and mixed use zoning designations.

Mayor Spencer invited public comment.

Dan Rike, 9706 – 20th Street SE, said he purchased property in the area with the intent to develop it as High Density Residential. He clarified his understanding of how the land could be developed and reiterated his concerns regarding the complications presented by the pipeline to development.

MOTION: Councilmember Welch moved, Councilmember Daughtry seconded, to close the public comment portion of the public hearing. On vote the motion carried (6-0-0-0).

MOTION: Councilmember Welch moved, Councilmember Daughtry seconded, to close the public hearing. On vote the motion carried (6-0-0-0).

MOTION: Councilmember McDaniel moved, Councilmember Daughtry seconded, to approve Ordinance 983, amending the Official Zoning Map enacted by Ordinance 74, approving the SW Quad Rezone adjacent to SR-9 and 20th Street SE rezoning 10 parcels totaling approximately 8.5 acres from Mixed Use Neighborhood to Neighborhood Business as a concurrent land use action.

Discussion ensued regarding the benefits of neighborhood business vs. commercial zoning designations, and Director Wright clarified the various zoning designations and what type of development each would allow.

VOTE: On vote the motion carried (5-1-0-0).

Action Items:

Approve Resolution 2016-22 authorizing the establishment of the International County/City Management Association Retirement Corporation (ICMA-RC) Deferred Compensation Plan:

Human Resources Director Steve Edin presented the staff report and said that adoption of this resolution provides City employees with a third option for deferred compensation and related benefits, all to the benefit of City employees. He then invited Councilmembers' questions and there were none.

MOTION: Councilmember Tageant moved, Councilmember Hilt seconded, to approve Resolution 2016-22 authorizing the establishment of the International County/City Management Association Retirement Corporation (ICMA-RC) Deferred Compensation Plan. On vote the motion carried (6-0-0-0).

2017 Legislative Agenda: Interim City Administrator Mary Swenson distributed the 2017 Legislative Agenda – Top Priority Items which has been amended to remove presumptive disease issues and to include continued support and progress of improvements to the U.S. 2 Trestle.

MOTION: Motion by Councilmember Hilt, second by Councilmember Tageant, to approve the 2017 Legislative Agenda as amended. On vote the motion carried (6-0-0-0).

Executive Session: At 9:01 p.m. Mayor Spencer announced an executive session beginning at 9:05 p.m., following a brief recess, and lasting 8 minutes minutes for the purpose of discussing a real property acquisition, with no action to follow.

At 9:13 p.m. the regular meeting of the City Council was reconvened.

Study Session: None.

Adjourn:

Moved by Councilmember Hilt, seconded by Councilmember Tageant, to adjourn the meeting at 9:13 p.m. On vote the motion carried (6-0-0-0).

John Spencer, Mayor

Kathy Pugh, Deputy City Clerk

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

Tuesday, December 20, 2016
Ebenezer Lutheran Church Fellowship Hall
2111 – 117th Avenue NE, Lake Stevens

CALL TO ORDER: 5:00 p.m. by Mayor John Spencer

ELECTED OFFICIALS PRESENT: Councilmembers Kim Daughtry, Kurt Hilt, Todd Welch, Rauchel McDaniel, Kathy Holder, Marcus Tageant

ELECTED OFFICIALS ABSENT: None

STAFF MEMBERS PRESENT: Interim City Administrator Mary Swenson, Human Resources Director Steve Edin, Police Chief John Dyer, Deputy City Clerk Kathy Pugh and City Attorney Grant Weed

Roll Call: All present.

Council Vacancy:

Mayor Spencer said that the purpose of tonight's meeting is to interview seven candidates who submitted letters of interest for the vacant City Council Position No. 2. Each councilmember may ask one question of each candidate, and a list of possible questions received from Councilmembers was distributed. Following the interviews, Council will convene into Executive Session to discuss the qualifications of the candidates. The meeting will then be reconvened and nominations received, followed by a roll call vote. Once there is a majority in support of one candidate, a motion will be entertained to appoint that candidate to fill the vacant council position.

Interviews began at 5:05 p.m., with interviews of the following candidates: Gary Petershagen by telephone interview, Karim Ali, Jim Stambaugh, Sara Schafer, Brett Gailey, Aaron Boren and Katrina Ondracek.

Executive Session:

MOTION: Motion by Councilmember Hilt, second by Councilmember Daughtry, to move into Executive Session. On vote the motion carried (6-0-0-0).

At 7:05 p.m. Mayor Spencer announced a brief recess and that the Executive Session would begin at 7:08 p.m. and last for 15 minutes, with action to follow.

Special Meeting Reconvened:

The Special Meeting reconvened at 7:24 p.m.

Before beginning the nomination process Mayor Spencer complimented the candidates and said that they each bring a passion to the community and the process, and that it was rewarding

to the Council to hear each of the candidates speak this evening. He encouraged the candidates to participate in city processes, both elective and volunteer.

Mayor Spencer requested nominations by roll call vote, and said he would read the name of each candidate and request a showing of hands.

There were no nominations for Karim Ali.

There were no nominations for Jerry Stambaugh.

There were no nominations for Sara Schafer.

Councilmembers Hilt, Welch and Tageant nominated Brett Gailey.

Councilmembers McDaniel, Holder and Daughtry nominated Gary Petershagen.

Executive Session:

MOTION: Councilmember Hilt moved, Councilmember McDaniel seconded, to reconvene the Executive Session. On vote the motion carried (6-0-0-0).

Mayor Spencer announced the executive session beginning at 7:30 and lasting for 10 minutes, with action to follow. At 7:40 p.m. the executive session was extended 15 minutes.

Special Meeting Reconvened:

The Special Meeting was reconvened at 7:51 p.m.

Mayor Spencer called for nominations by roll call vote on the two remaining candidates.

Councilmembers Tageant, McDaniel, Hilt, Holder and Daughtry nominated Gary Petershagen.

Councilmember Welch nominated Brett Gailey.

Mayor Spencer invited a motion for a unanimous vote to appoint Gary Petershagen to the vacant Position No. 2 on the Lake Stevens City Council.

MOTION: Moved by Councilmember Daughtry, seconded by Councilmember Holder seconded, to appoint Gary Petershagen to the vacant Position No. 2 on the Lake Stevens City Council. On vote the motion carried (6-0-0-0).

Mayor Spencer placed a telephone call to Gary Petershagen to advise him of the outcome of the interview process and left a message for him to call back.

City Attorney Weed explained the process for administering the oath of office.

Adjourn:

Moved by Councilmember Tageant, seconded by Councilmember Hilt, to adjourn the meeting at 7:20 p.m. On vote the motion carried (6-0-0-0).

John Spencer, Mayor

Kathy Pugh, Deputy City Clerk



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LAKE STEVENS CITY COUNCIL
STAFF REPORT

Council Date: **Agenda** January 10, 2016

Subject: Resolution 2017-01 Accepting a Cash Donation

Contact Person/Department: Barb Stevens – Finance/City Clerk **Budget Impact:** \$10,000

RECOMMENDATION(S)/ACTION REQUESTED OF COUNCIL:

Approve Resolution 2017-01 Accepting a Cash Donation to City.

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.

This donor has made donations in previous years, including 2016. By Resolution 2016-02, City Council accepted a donation of \$10,000, not all of which was spent. The donor has agreed that the 2016 donation in the following amounts may be carried over to 2017 over and applied as described below:

- \$2,964.41 designated for night vision and game cameras for the investigations unit may be converted to two AED’s to be placed in the Sergeant’s patrol vehicles.
- \$1,367.08 designated for Explorer Post 87 – part of Scouts of America Program may be carried over and be utilized as originally designated to buy explorer uniforms and send explorers to academies.

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

APPLICABLE CITY POLICIES:

LSMC 3.60 – Donations to City

BUDGET IMPACT: \$10,000

ATTACHMENTS:

- ▶ Resolution 2017-01 – Accepting a Cash Donation from an Anonymous Donor

CITY OF LAKE STEVENS
Lake Stevens, Washington

RESOLUTION NO. 2017-01

**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 same donor made a similar donation of \$10,000 in 2016 which Council accepted by Resolution 2016-02; and

WHEREAS, not all of the funds donated in 2016 were expended as designated, and the donor has agreed that the funds not expended may be expended in 2017 as indicated in 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 10th day of January, 2017.

CITY OF LAKE STEVENS

John Spencer, Mayor

ATTEST:

Kathy Pugh, Deputy City Clerk

APPROVED AS TO FORM:

Grant K. Weed, City Attorney

EXHIBIT A

DESCRIPTION OF USE **DONATION/CARRY-OVER AMOUNT**

2016:

- Night vision and game cameras for the investigations unit carried over and converted to two AED’s to be placed in Sergeant’s patrol vehicles \$2,964.41

- Explorer Post 87 – part of Scouts of America may be carried over and be utilized as originally designated:
 - Funds to be utilized to buy explorer uniforms and send explorers to academies \$1,367.08

TOTAL CARRIED OVER FROM 2016: **\$4,331.49**

2017:

- AED Machines for Vehicles \$3,000.00

- Tactical Trauma Kits/Training \$2,000.00

- Public Education, Awards and Recognition Program \$4,500.00
 - Funds to be utilized to buy promotional/ educational items (sticker badges, temporary tattoos, erasers, pencils, books, Child ID cards/ ink, paint the town purple) for the public education. The awards and recognition would be used to recognize Staff/ Officers within the organization.

- “For other things needed” \$500.00

TOTAL **\$10,000.00**



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LAKE STEVENS CITY COUNCIL
STAFF REPORT

Council Agenda Date: January 10, 2017

Subject: Intergovernmental Cooperative Purchasing Agreement with Grant County, WA

Contact Person/Department: Barb Stevens/ Finance Director **Budget Impact:** None

RECOMMENDATION(S)/ACTION REQUESTED OF COUNCIL:

Authorize the Mayor to enter into the Interlocal Procurement Agreement with Grant County.

SUMMARY/BACKGROUND:

The Interlocal Cooperation Act encourages participation in purchasing cooperatives to eliminate the duplication of efforts with regard to procurement requirements, thereby saving tax payer dollars.

This agreement will allow the City to pay a pre-negotiated price on products that have already been put out to bid by Grant County and vice versa. This eliminates the extra cost and effort that would be necessary to comply with State and Federal bid requirements. This agreement does not approve any specific purchase.

One anticipated purchase utilizing this agreement is for Laserfiche, the Enterprise Content Management System that has been included in the approved budget for the past 3 budget cycles. The City originally intended to utilize our Cooperative Purchasing Agreement with the State of Washington, yet we are able to get more favorable pricing by cooperating with Grant County.

APPLICABLE CITY POLICIES: In accordance with Purchasing Policies, and the Revised Code of Washington (39.34), the City's legislative authority must agree to enter into the Interlocal Procurement Agreement.

BUDGET IMPACT: None

ATTACHMENTS:

- ▶ Exhibit A: Interlocal Procurement Agreement with Grant County

INTERLOCAL PROCUREMENT AGREEMENT

THIS AGREEMENT is between the GRANT COUNTY, Washington, a political subdivision of the State of Washington, and CITY OF LAKE STEVENS, Washington, a political subdivision of the State of Washington.

WHEREAS, the Interlocal Cooperation Act, as amended, and codified in chapter 39.34 of the Revised Code of Washington provides for interlocal cooperation between governmental agencies; and

WHEREAS, chapter 39.33 of the Revised Code of Washington provides for the intergovernmental disposition of property; and

WHEREAS, the parties desire to utilize each other's procurement agreements when it is in their mutual interest; Now, Therefore,

The parties agree as follows:

1. PURPOSE. The purpose of this Agreement is to acknowledge the parties' mutual interest to jointly bid the acquisition of goods and services and/or jointly dispose of property where such mutual effort can be planned in advance, jointly acquire goods and services, and to purchase or acquire goods and services under contracts where a price is extended by either party's bidder to other governmental agencies.
2. ADMINISTRATION. No new or separate legal or administrative entity is created to administer the provisions of this Agreement.
3. SCOPE. This Agreement shall allow the following activities:
 - A. Purchase or acquisition of goods and services by each party acting as agent for either or both parties when agreed to in advance, in writing; and
 - B. Purchase or acquisition of goods and services by each party where provision has been provided in contracts for other governmental agencies to avail themselves of goods and services offered under the contract and/or where either party's bidder is willing to extend prices to other governmental agencies.
 - C. Disposal of goods by each party acting as agent for the other, or both parties when agreed to in advance, in writing.
4. DURATION AGREEMENT - TERMINATION. This Agreement shall remain in force until terminated by either party in writing. Either party may terminate this Agreement for any cause upon thirty (30) days advance written notice. Termination shall not alter the obligations of the parties regarding payment and/or disbursement of property in a joint purchase that was undertaken prior to termination.

5. RIGHT TO CONTRACT INDEPENDENT ACTION PRESERVED. Each party reserves the right to contract independently for the acquisition of goods or services or disposal of any property without notice to the other party and shall not bind or otherwise obligate the other party to participate in the activity.
6. COMPLIANCE WITH LEGAL REQUIREMENTS. Each party accepts responsibility for compliance with federal, state or local laws and regulations including, in particular, bidding requirements applicable to its acquisition of goods and services or disposal of property.
7. FINANCING. The method of financing of payment shall be through budgeted funds or other available funds of the party for whose use the property is actually acquired or disposed. Each party accepts no responsibility for the payment of the acquisition price of any goods or services intended for use by the other party.
8. FILING. Executed copies of this Agreement shall be filed as required by Section 39.34.040 of the Revised Code of Washington or alternatively listed on the parties' web sites or other electronically retrievable public source, prior to this Agreement becoming effective.
9. INTERLOCAL COOPERATION DISCLOSURE. Each party may insert in its solicitations for goods and services a provision disclosing that other authorized governmental agencies may also wish to procure the goods being offered to the party and allowing the bidder the option of extending its bid to other agencies at the same bid price, terms and conditions.
10. NON-DELEGATION/NON-ASSIGNMENT. Neither party may delegate the performance of any contractual obligation, to a third party, unless mutually agreed in writing. Neither party may assign this Agreement without the written consent of the other party.
11. HOLD-HARMLESS. Each party shall be liable and responsible for the consequence of any negligent or wrongful act or failure to act on the part of itself and its employees. Neither party assumes responsibility to the other party for the consequences of any act or omission of any person, firm or corporation not a party to this Agreement.
12. SEVERABILITY. Any provision of this Agreement, which is prohibited or unenforceable, shall be ineffective to the extent of such prohibition or unenforceability, without invalidating the remaining provisions or affecting the validity or enforcement of such provisions.

Dated: _____

GRANT COUNTY

By: _____

Title: _____

Attest:

Approved as to form:

Clerk of the Board

Legal Council

Dated: _____

CITY OF LAKE STEVENS

John Spencer, Mayor

Attest:

Approved as to form:

Kathy Pugh, Deputy City Clerk

Grant K. Weed, City Attorney



LAKE STEVENS CITY COUNCIL
STAFF REPORT

Council Agenda Date: January 10, 2017

Subject: Resolution 2017-02 Authorizing Purchase of Used Vehicles

Contact Person/Department: John Dyer/Police Department

Budget Impact: N/A

RECOMMENDATION(S)/ACTION REQUESTED OF COUNCIL:

Approve Resolution 2017-02 Authorizing the Purchase of (3) Used Vehicles from Roy Robinson Under Special Market Conditions.

SUMMARY/BACKGROUND:

In the 2017 adopted budget, the City Council approved the replacement of three detective vehicles. These vehicles were to be 2017 Ford Explorers, at an individual total cost of \$47,000, and total cost of \$141,000.

In discussions with the Detective Division, we went over the needs of the detectives and department. An alternative to the three new Ford Explorers was to look at used vehicles, for the following reasons:

- To meet the individual needs of the detectives
- As a cost saving measure
- To possibly add a 4th vehicle

The Detective explored this alternative and came to me with the following recommendation:

1. A 2017 Ford Explorer
2. A 2014 GMC Sierra 1500 with 17,549 miles
3. A 2015 Subaru Legacy with 20,780 miles
4. A 2014 Chevy Impala with 44,753 miles

The total cost of these four vehicles will be \$119,670. This does not yet include the installation of radio and emergency lighting equipment. After these cost, the total cost will still be below the budgeted \$141,000.

As these vehicles will be for detective use, which do not get the hard use and high mileage of Patrol vehicles, these vehicles will be usable for many years. The Detectives picked out high quality used vehicles which will meet their needs. This purchase will also reduce the needed replacements for 2018 by one vehicle. This will help get to a point of a level replacement cycle, to avoid cyclical budget.

RCW 39.04.280 authorizes the city council to waive, by resolution, standard competitive bidding requirements for the purchase of equipment where “special market conditions” exist for procurement of the equipment. These vehicles that fit the specific needs to the Police Department, are “used” which meets the requirement of “special market condition.”

APPLICABLE POLICIES: RCW 39.04.280, allows for exceptions from standard bidding procedures

BUDGET IMPACT: None – Included in 2017 budget

ATTACHMENTS:

- ▶ Exhibit A: Resolution 2017-02

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

RESOLUTION NO. 2017-02

**A RESOLUTION OF THE CITY OF LAKE STEVENS, WASHINGTON
AUTHORIZING THE PURCHASE OF (3) THREE USED VEHICLES FROM ROY
ROBINSON.**

WHEREAS, RCW 39.04.280, allows for exceptions from standard bidding procedures based on special market conditions and sole source findings for qualifying purchases; and

WHEREAS, the city council approved the purchase of police vehicles in the 2017 budget; and

WHEREAS, the City has researched the suitability of the used vehicles for the City Police Department's specific intended purpose; and

WHEREAS, the used equipment has been identified that fits the specific needs of the City at a very favorable price and may be sold before the City could complete a formal bidding process;

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

Section 1. The purchase of (1) used 2014 GMC Sierra 1500 in the amount of \$31,062.80, (1) used 2014 Chevrolet Impala LTZ in the amount of \$25,712, and (1) used 2015 Subaru Legacy in the amount of \$27,896 is hereby approved.

Section 2. RCW 39.04.280 authorizes the city council to waive standard competitive bidding requirements for the purchase of equipment where "special market conditions" exist for procurement of the equipment. To the extent any bidding requirements apply to the purchase of the equipment, in light of findings of fact set forth herein, the city council finds that special market conditions under RCW 39.04.280(b) exist and that all bidding requirements (if any) are hereby waived for the purchase of the specified equipment in Section 1.

Section 3. The city council hereby finds the following facts relating to the special market conditions of the specified equipment:

- a) The provider, Roy Robinson, is willing to sell to the city (1) used 2014 GMC Sierra 1500, (1) used 2014 Chevrolet Impala LTZ, and (1) used 2015 Subaru Legacy that would normally be offered for purchase.
- b) The 2014 GMC Sierra 1500, the 2014 Chevrolet Impala LTZ, and the 2015 Subaru Legacy are being offered at a very favorable price to the City of Lake Stevens.
- c) The equipment may be sold by the provider before the city could complete a formal bid process
- d) The vehicles are needed for a specific purpose and are suitable to the unique needs of the Lake Stevens Police Department. No other equipment has been found that meets the needs and budget of the city at this time.

PASSED by the City Council and **APPROVED** by the Mayor this 10th day of January,
2017.

CITY OF LAKE STEVENS

John Spencer, Mayor

APPROVED AS TO FORM:

Grant K. Weed, City Attorney

ATTEST:

Kathy Pugh, Deputy City Clerk



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LAKE STEVENS CITY COUNCIL
STAFF REPORT

Council Agenda

Date: January 10, 2017

Subject: Approve Interlocal Agreement with Snohomish Health District regarding Funding

Contact

Person/Department: Barb Stevens, Finance Director/City Clerk

Budget

Impact: \$30,900.00

RECOMMENDATION(S)/ACTION REQUESTED OF COUNCIL: **Approve an Interlocal Agreement with Snohomish Health District for a 2017 per capita contribution by the City to the Health District.**

SUMMARY/BACKGROUND: At the September 13, 2016 Council meeting representatives from the Snohomish Health District provided an overview of services the Health District has provided to county residents, including residents of Lake Stevens over the years, and reviewed the diminishing capital resources and resultant budget cuts to the Health District budget over the last several years. The budget cuts have resulted in loss of both programming and staffing and is affecting the ability of the Health District to provide vital services. The Health District requested the City make a per capita contribution to the Health District in its 2017 budget. Any contributions received can be targeted in part to specific City of Lake Stevens needs.

During the 2017 budget process the City determined to make a per capita contribution in the total amount of \$30,900. Approval of the attached Interlocal Agreement formalizes that decision.

APPLICABLE CITY POLICIES: Approved by Budget Committee and by City Council in the 2017 Budget

BUDGET IMPACT: \$30,900.00

ATTACHMENTS:

Attachment A: **Interlocal Agreement between Snohomish Health District and the City of Lake Stevens Per Capita Contribution for Health District Services**

ATTACHMENT A

INTERLOCAL AGREEMENT BETWEEN THE SNOHOMISH HEALTH DISTRICT AND THE CITY OF LAKE STEVENS PER CAPITA CONTRIBUTION FOR HEALTH DISTRICT SERVICES

This Interlocal Agreement for Per Capita Contribution for Health District Services is entered into by and between the SNOHOMISH HEALTH DISTRICT, a Washington Municipal Corporation (the District) and CITY OF LAKE STEVENS a municipal corporation of the State of Washington (the City) – collectively (the Parties), for the purpose of providing for a per capita contribution by the City for Health District Services.

RECITALS

WHEREAS, This Agreement is made pursuant to the Interlocal Cooperation Act, Chapter 39.34 RCW; and

WHEREAS, to promote the public health in Snohomish County, Washington, the Board of County Commissioners of Snohomish County, Washington, established a Health District on January 1, 1959, embracing all of the territory within Snohomish County, Washington, and all cities and towns therein; and

WHEREAS, in 1966 the Snohomish Health District became the first local health jurisdiction in the state to organize a city-county cooperative health program with cities indicating a willingness to participate financially in support of Health District programs; and

WHEREAS, on January 1, 1967, eleven of 18 cities and towns agreed to voluntarily contribute \$0.50 per capita to the Health District in return for public health services; and

WHEREAS, per capita contributions from towns and cities continued and in 1986, with such contributions ranging from \$1.60 to \$2.70 per capita until the early 1990s; and

WHEREAS, in 1993, counties assumed exclusive financial responsibility for public health relying on Motor Vehicle Excise Tax (MVET) revenues; and

WHEREAS, in 2000, the Washington State Legislature repealed MVET and backfilled only 90% of lost public health funds; and

WHEREAS, state funding for local public health has decreased 65.7% from a peak of \$27.29 per capita in 2000 to \$9.36 per capita in 2014; and

WHEREAS, the Health District has experienced a 22% decrease from its 2005 funding level while the county population has increased by 14 percent in the same 10-year period; and

WHEREAS, since the “peak” of 2008, the Health District has reduced its staffing by 37 percent (85 FTE) due to static or declining revenues in the face of increased costs; and

WHEREAS, the Health District ranks 34th out of 35 local health jurisdictions in the state for public health expenditures per resident; and

WHEREAS, the Health District’s ability to perform its most essential functions have been severely compromised since the great recession; and

WHEREAS, the Health District serves an essential public safety function whether ensuring safe food, schools, and septic systems, responding to disasters, or preventing and responding to disease outbreaks; and

WHEREAS, threats to the public's health in the form of foodborne illness such as E.coli and salmonella, communicable diseases such as pertussis, tuberculosis, measles, Zika, and Ebola and natural disasters such as the Oso/SR530 mud slide respect no municipal boundaries; and

WHEREAS, public health is a shared responsibility and regional public health threats require regional responses and close partnerships with every city and town in Snohomish County; and

WHEREAS, consistent with RCW 70.05, the Snohomish County Council is responsible for establishing the Snohomish Health District Board of Health, with jurisdiction coextensive with the boundaries of the county, to supervise all matters pertaining to the preservation of life and health of the people within its jurisdiction; and

WHEREAS, an effective, regional public health response to the threats to public health in Snohomish County requires the cooperation, participation and support of Snohomish County and all of the cities and towns in Snohomish County; and

WHEREAS, Snohomish County and the cities and towns therein seek to improve and sustain healthy years of life of their residents by engaging in an enhanced partnership with the Health District. This partnership will provide stable funding for public health priorities that would be established to meet the unique needs of each community.

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

1. Purpose.

- A. The recitals set forth above are incorporated herein by this reference.
- B. The purpose of this Agreement is to establish and define the terms and conditions for the cooperative efforts to be undertaken by the City and the District to promote, facilitate, and undertake various programs and activities.

2. Term.

The initial term of this Agreement shall be from January 1, 2017 to December 31, 2017. The term may be extended by mutual written agreement of the parties.

3. Scope of Services.

A. Responsibilities of the City.

The City shall contribute \$1.00 per capita (\$30,900) to the Snohomish Health District commencing January 1, 2017. Payment may be made in one lump sum on or before January 31, 2017, or in four (4) equal payments before the end of each quarter in 2017.

B. Responsibilities of the District.

The Health District shall provide basic essential public health services and functions such as ensuring safe food, and inspecting septic systems, responding to disasters, or preventing and responding to disease outbreaks.

The District will provide quarterly reports to the city identifying services provided to Lake Stevens residents and businesses on or before May 31, 2017, August 31, 2017, November 30, 2017, and February 28, 2018.

Additional specific services provided by the Health District to the City may be developed jointly by the parties.

4. Legal Requirements.

Both parties shall comply with all applicable federal, state and local laws in performing this Agreement.

5. Public disclosure laws.

The City and the District each acknowledge, agree and understand that the other party is a public agency subject to certain disclosure laws, including, but not limited to Washington's Public Records Act, chapter 42.56 RCW. Each party understands that records related to this Agreement and the District's performance of services under this Agreement may be subject to disclosure pursuant to the Public Records Act or other similar law.

6. Insurance.

- A. Insurance Term. The Consultant shall procure and maintain for the duration of the Agreement, insurance against claims for injuries to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the Consultant, its agents, representatives, or employees.
- B. No Limitation. Consultant's maintenance of insurance as required by the agreement shall not be construed to limit the liability of the Consultant to the coverage provided by such insurance, or otherwise limit the City's recourse to any remedy available at law or in equity.
- C. Minimum Scope of Insurance. Consultant shall obtain insurance of the types described below:
1. Automobile Liability insurance covering all owned, non-owned, hired and leased vehicles. Coverage shall be written on Insurance Services Office (ISO) form CA 00 01 or a substitute form providing equivalent liability coverage.
 2. Commercial General Liability insurance shall be written at least as broad on ISO occurrence form CG 00 01 and shall cover liability arising from premises, operations, stop-gap, independent contractors and personal injury and advertising injury. The City shall be named as an additional insured under the Consultant's Commercial General Liability insurance policy with respect to the work performed for the City using an additional insured endorsement at least as broad as ISO CG 20 26.
 3. Workers' Compensation coverage as required by the Industrial Insurance laws of the State of Washington.
 4. Professional Liability insurance appropriate to the Consultant's profession.
- D. Minimum Insurance Limits. Consultant shall maintain the following insurance limits:

1. Comprehensive General Liability. \$1,000,000 combined single limit per occurrence for bodily injury personal injury and property damage; \$2,000,000 general aggregate.
 2. Automobile Liability. \$1,000,000 combined single limit per accident for bodily injury and property damage.
 3. Workers' Compensation. Workers' compensation limits as required by the Workers' Compensation Act of Washington.
 4. Professional Liability/Consultant's Errors and Omissions Liability. \$1,000,000 per claim and \$1,000,000 as an annual aggregate.
- E. Notice of Cancellation. In the event that the Consultant receives notice (written, electronic or otherwise) that any of the above required insurance coverage is being cancelled and/or terminated, the Consultant shall immediately (within forty-eight (48) hours) provide written notification of such cancellation/termination to the City.
- F. Acceptability of Insurers. Insurance to be provided by Consultant shall be with insurers with a current A.M.Best rating of no less than A:VII, or if not rated by Best, with minimum surpluses the equivalent of Best VII rating.
- G. Verification of Coverage. In signing this agreement, the Consultant is acknowledging and representing that required insurance is active and current. Consultant shall furnish the City with original certificates and a copy of the amendatory endorsements, including but not necessarily limited to the additional insured endorsement, evidencing the insurance requirements of the Consultant before commencement of the work. Further, throughout the term of this Agreement, the Consultant shall provide the City with proof of insurance upon request by the City.
- H. Insurance shall be Primary - Other Insurance Provision. The Consultant's insurance coverage shall be primary insurance as respect the City. The Consultant's Automobile Liability and Commercial General Liability insurance policies are to contain, or be endorsed to contain that they shall be primary insurance as respect the City. Any Insurance, self-insurance, or self-insured pool coverage maintained by the City shall be excess of the Consultant's insurance and shall not contribute with it.
- I. Claims-made Basis. Unless approved by the City all insurance policies shall be written on an "Occurrence" policy as opposed to a "Claims-made" policy. The City may require an extended reporting endorsement on any approved "Claims-made" policy.
- J. Failure to Maintain Insurance. Failure on the part of the Consultant to maintain the insurance as required shall constitute a material breach of contract, upon which the City may, after giving five business days' notice to the Consultant to correct the breach, immediately terminate the contract or, at its discretion, procure or renew such insurance and pay any and all premiums in connection therewith, with any sums so expended to be

repaid to the City on demand, or at the sole discretion of the City, offset against funds due the Consultant from the City.

7. Indemnification.

The District shall protect, save harmless, indemnify and defend the City its elected officials, officers, employees and agents, from and against any loss or claim for damages of any nature whatsoever, including claims by third parties or District employees against which it would otherwise be immune under Title 51 RCW or other law, arising out of any act or omission of the District in performance of this Agreement, its elected or appointed officials, officers, employees or agents, except to the extent the loss or claim is attributable to the negligence or willful misconduct of the City, its elected officials, officers, employees or agents.

The City shall protect, save harmless, indemnify and defend the District, its elected and appointed officials, officers, employees and agents from and against any loss or claim for damages of any nature whatsoever, including claims by third parties or City employees against which it would otherwise be immune under Title 51 RCW or other law, arising out of any act or omission of the City in performance of this Agreement, its elected or appointed officials, officers, employees or agents, except to the extent the loss or claim is attributable to the negligence or willful misconduct of the County, its elected or appointed officials, officers, employees or agents.

8. Notices.

Any notice/payment to be given to the District under this Agreement shall be either mailed or personally delivered to:

Snohomish Health District
3020 Rucker Avenue, Ste 306
Everett, WA 98201

Any notice/invoice to the City shall be mailed or hand delivered to:

City of Lake Stevens
Attn: City Clerk
P.O. Box 257
Lake Stevens, WA 98258

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

9. Venue.

The laws of the State of Washington shall apply to the construction and enforcement of this Agreement. Any action at law, suit in equity, or judicial proceedings for the enforcement of this agreement or any provision hereto shall be in the Superior Court of Snohomish County, Everett, Washington.

10. Disputes.

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

11. No third party beneficiaries; no joint venture.

This Agreement is for the sole benefit of the City and District and shall not confer third-party beneficiary status on any non-party to this Agreement. Nothing contained in this Agreement shall be construed as creating any type or manner of partnership, joint venture or other joint enterprise between the parties. County employees who provide services under this Agreement shall at all times be acting in their official capacities as employees of Snohomish County.

12. Entire Agreement.

This Agreement constitutes the entire agreement between the parties regarding the subject matter hereof, and supersedes any and all prior oral or written agreements between the parties regarding the subject matter contained herein. This Agreement may not be modified or amended in any manner except by written agreement executed by both parties. Both parties recognize that time is of the essence in the performance and the provisions of this Agreement.

13. Severability.

- A. If a court of competent jurisdiction holds any part, term or provision of this Agreement to be illegal or invalid, in whole or in part, the validity of the remaining provisions shall not be affected, and the parties' rights and obligations shall be construed and enforced as if the Agreement did not contain the particular provision held to be invalid.
- B. If any provision of this Agreement is in direct conflict with any statutory provision of the State of Washington, that provision which may conflict shall be deemed inoperative and null and void insofar as it may conflict, and shall be deemed modified to conform to such statutory provision.

14. Filing.

As provided by RCW 39.34.040, this Agreement shall be filed with the Snohomish County Auditor, or, alternatively, posted on the website of each party.

15. Execution in Counterparts.

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

16. Effective Date. January 1, 2017

City of Lake Stevens

Snohomish Health District

John Spencer, Mayor

Peter M. Mayer, Deputy Director

ATTEST:

ATTEST:

Deputy City Clerk

Approved as to Form:

Approved as to Form:

City Attorney

Grant Weed, Health District Attorney



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LAKE STEVENS CITY COUNCIL
STAFF REPORT

Council Agenda January 10, 2017
Date: _____

Subject: NAI Puget Sound Properties Commercial Broker Agreement

Contact	Jeanie L. Ashe, Economic Development	Budget	Revenue
Person/Department:	<u>Coordinator</u>	Impact:	<u>from sales</u>

RECOMMENDATION(S)/ACTION REQUESTED OF COUNCIL:

Authorize the Mayor to execute a Commercial Services Agreement with NAI Puget Sound Properties to provide commercial real estate services for surplus properties on the 20th St. SE corridor.

SUMMARY/BACKGROUND: Finding that the properties on the 20th Street Corridor (listed in attached agreement) were no longer useful to the City, Council passed Resolution No. 2016-18 to surplus real property along the 20th St. Corridor and authorizing staff to enter into an agreement with a commercial property broker.

Staff issued a request for qualifications for broker services. Staff and Bob Stowe reviewed the NAI Puget Sound Properties proposal and found that their response incorporated extensive property analyses of Lake Stevens' surplus property as well as a Strength Weakness Opportunity and Threat analyses and marketing plan.

The Planning and Economic Development Subcommittee have been briefed on the proposal.

APPLICABLE CITY POLICIES:

BUDGET IMPACT: Broker fees will be paid from sales. Revenue from sales will be put in a dedicated capital fund for infrastructure improvements within the 20th Street SE Corridor subarea

ATTACHMENTS:

- ▶ Exhibit A: NAI Puget Sound Properties Exclusive Sale Listing Agreement

EXHIBIT A



NAI Puget Sound Properties
600 108th Ave NE, Suite 340
Bellevue, WA 98004
Phone: (425) 586-5600
Fax: (425) 455-9138

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CBA Form XS
Exclusive Sale Listing
Rev. 6/2011
Page 1 of 7

EXCLUSIVE SALE LISTING AGREEMENT

CBA Text Disclaimer: Text deleted by licensee indicated by strike.
New text inserted by licensee indicated by small capital letters.

This Agreement is made by and between City of Lake Stevens (WA) ("Seller") and Puget Sound Properties Commercial Real Estate Services, LLC dba NAI Puget Sound Properties ("Firm"). Seller hereby grants to Firm the exclusive and irrevocable right to sell and to receipt for deposit in connection therewith, Seller's commercial real estate legally described as set forth on attached Exhibit A and commonly described as multiple tax parcels located on the 20th Street SE corridor, 73rd Avenue SE, and S Lake Stevens Road, City of Lake Stevens, Snohomish County, Washington (the "Property").

1. DURATION OF AGREEMENT. This Agreement shall commence on January 11, 2017 and shall expire at 11:59 p.m. on January 10, 2018.

2. PRICE AND TERMS. Seller agrees to list the Property at a price of [see attached schedule of prices for tax parcels, incorporated here by reference as Exhibit B] and shall consider offers that include the following terms:

Possession: Upon closing

Terms: All cash at closing, and/or terms and conditions acceptable to Seller

3. DEFINITIONS. As used in this Agreement, (a) "CBA" shall mean the Commercial Brokers Association; and (b) "sell" shall mean sell, contract to sell, enter into a contract to sell, exchange, lease for over 5 years, and/or enter into an option to purchase the Property. The phrases "this Agreement" and "during the term hereof" include separate, written extensions or renewals of this Agreement.

4. AGENCY/DUAL AGENCY. Seller authorizes Firm to appoint Talor Okada and Darrell Okada of NAI Puget Sound Properties as Seller's Listing Broker. This Agreement creates an agency relationship with Listing Broker and any of Firm's brokers who supervise Listing Broker's performance as Seller's agent ("Supervising Broker"). No other brokers affiliated with Firm are agents of Seller, except to the extent that Firm, in its discretion, appoints other brokers to act on Seller's behalf as and when needed. *MADelyn LOREEN OF RESOURCE CONSULTING GROUP, LLC WILL CO-BROKER WITH LISTING BROKER UNDER SEPARATE AGREEMENT BETWEEN BROKERS AND WILL BE CONSIDERED A LISTING BROKER PER THIS AGREEMENT.*

If the Property is sold to a buyer represented by one of Firm's brokers other than Listing Broker ("Buyer's Broker"), Seller consents to any Supervising Broker, who also supervises Buyer's Broker, acting as a dual agent. If the Property is sold to a buyer who Listing Broker also represents, Seller consents to Listing Broker and Supervising Broker acting as dual agents. Seller has received from Listing Broker the pamphlet entitled "The Law of Real Estate Agency."

If any of Firm's brokers act as a dual agent, Firm shall be entitled to the entire commission payable under this Agreement plus any additional compensation Firm may have negotiated with the buyer.

5. PROPERTY OWNERSHIP AND INFORMATION. Seller warrants that Seller has the right to sell the Property on the terms set forth in this Agreement and agrees to furnish and pay for a buyer's policy of title insurance showing marketable title to the Property. Seller also warrants that the Property information on the Property Information pages of this Agreement is correct, *TO THE BEST OF SELLER'S KNOWLEDGE*. Seller understands that Firm and other members of CBA will make representations to prospective buyers based solely on the Property information in this Agreement and agrees to indemnify and hold Firm and other members of CBA harmless in the event the foregoing warranties are incorrect. Seller confirms that following closing, the amount of the purchase price and any other terms of the sale of the Property shall



NAI Puget Sound Properties
600 108th Ave NE, Suite 340
Bellevue, WA 98004
Phone: (425) 586-5600
Fax: (425) 455-9138

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CBA Form XS
Exclusive Sale Listing
Rev. 6/2011
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EXCLUSIVE SALE LISTING AGREEMENT
(CONTINUED)

not be deemed confidential information and Seller authorizes disclosure of the same. Seller acknowledges receipt of a copy of this Agreement, with the Property Information pages of this Agreement fully filled in.

6. CLOSING COSTS. In addition to purchasing a buyer's policy of title insurance, Seller agrees to pay one-half of any escrow fees. ~~Rents, insurance, taxes, interest and reserves on assumed encumbrances are to be prorated between Seller and buyer as of the date of closing. A sale on real estate contract shall be on Form LPB45, currently distributed by title insurance companies.~~

7. COMMISSION. Firm shall be entitled to a commission if: (a) Seller sells the Property during the term of this Agreement; (b) Seller sells the Property within six months after the expiration or sooner termination of this Agreement to a person or entity that submitted an offer to purchase the Property during the term of this Agreement. ~~or that appears on any registration list provided by Firm pursuant to this Agreement or to an "Affiliate" of such a person or entity that submitted an offer or that appears on the registration list; (c) the Property is made unmarketable by Seller's voluntary act; or (d) Seller withdraws the Property from sale, or otherwise prevents Broker from selling it.~~ The commission shall be calculated as follows: Six percent (6%) of the sale price, payable at closing. Commissions shall be shared equally with the Buyer's Broker, if any, involved in a sale.

~~Firm shall submit any registration list to Seller within 15 days after the expiration or sooner termination of this Agreement and shall only include on the registration list persons or entities to whose attention the Property was brought through the signs, advertising or other action of Firm, or who received information secured directly or indirectly from or through Broker during the term of this Agreement. Seller shall provide the registration list to any other brokers that assist the Seller with this Property. "Affiliate" means, with respect to any person or entity that submitted an offer during the term of this Agreement or that appears on the registration list, any buyer which has more than a 10% ownership or voting interest in such an entity or any buyer in which more than 10% of the ownership or voting interests are owned or controlled by such a person or entity.~~

8. FIRM/MULTIPLE LISTING. Firm shall cause this listing to be published by CBA for distribution to all CBA members through CBA's listing distribution systems, *PROVIDING LISTING PRICES SHALL NOT BE PUBLISHED*. Firm shall cooperate with all other members of CBA in working toward the sale of the Property. Seller understands and agrees that all Property information contained in this Agreement or otherwise given to CBA becomes the Property of CBA, is not confidential, and will be given to third parties, including prospective buyers, other cooperating members of CBA who do not represent the Seller and, in some instances, may represent the buyer and other parties granted access to CBA's listing systems. ~~Seller agrees that Firm may record this Agreement.~~ Regardless of whether a cooperating member is the Firm of the buyer, the Seller, neither or both, the member shall be entitled to receive the selling office's share of the commission as designated by the listing office. IT IS UNDERSTOOD THAT CBA IS NOT A PARTY TO THIS AGREEMENT, AND ITS SOLE FUNCTION IS TO FURNISH THE DESCRIPTIVE INFORMATION SET FORTH IN THIS LISTING TO ITS MEMBERS, WITHOUT VERIFICATION AND WITHOUT ASSUMING ANY RESPONSIBILITY FOR SUCH INFORMATION OR IN RESPECT TO THIS AGREEMENT.

9. ATTORNEY'S FEES. In the event either party employs an attorney to enforce any terms of this Agreement and is successful, the other party agrees to pay a reasonable attorney's fee and any costs and expenses incurred. In the event of trial, venue shall be in the county in which the Property is located,



NAI Puget Sound Properties
600 108th Ave NE, Suite 340
Bellevue, WA 98004
Phone: (425) 586-5600
Fax: (425) 455-9138

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EXCLUSIVE SALE LISTING AGREEMENT
(CONTINUED)

and the amount of the attorney's fee shall be as fixed by the court.

10. ADDITIONAL TERMS. In addition to the Property Information pages of this Agreement and Exhibit A (legal description), the following amendments or addenda (which are also attached hereto) are part of this Agreement: Properties will be listed on Broker's website, CoStar and other platforms typically used to promote the sale of properties. Marketing will commence no later than ten (10) days following full execution of this Agreement. Seller will incur no costs related to signage or marketing materials provided by Broker. Signage will be placed on many, if not all, properties in prominent locations, subject to approval of Seller. Broker will assist city as required and included in "Scope of Work" in the RFP for Commercial Real Estate Services 20th Street SE Corridor issued by Seller.

Listing Brokers acknowledge that the focus for their work will be on assembling properties that adjoin City surplus property providing greater value for individual properties and achieving the City's interest of a holistic development consistent with its vision for the 20th Street corridor.

Listing Brokers will work with the City to develop a comprehensive strategy and marketing plan to assemble properties along the 20th Street corridor. At a minimum, Listing Brokers will work with the City and its consultants to contact neighboring landowners, determining their level of interest in selling their property, responding to their key concerns and establish a dialogue with reluctant landowners and identify potential purchasers and developers who can purchase and develop the properties within a reasonable time frame; possibly creating a competitive bidding process among interested buyers/developers. Listing brokers will also provide guidance and assistance for preparing the property for sale, including support and disclosure documents and related items, when necessary.

Listing prices are not to be publicly listed.

Any Purchase and Sale Agreement(s) are to be drafted by the City or its attorney.



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**EXCLUSIVE SALE LISTING AGREEMENT
(CONTINUED)**

SELLER

Seller/Authorized Signature

Seller/Authorized Signature

Title: _____

Title: _____

Date: _____

Date: _____

FIRM

Puget Sound Properties Commercial Real Estate
Services, LLC
dba NAI Puget Sound Properties
(Office)

By: 
SCOTT COOMBS, DESIGNATED BROKER

Date: 1-4-17



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**EXCLUSIVE SALE LISTING AGREEMENT
(CONTINUED)**

**EXHIBIT A
(Legal Description)**

1. Parcel #29052600207800:

Section 26 Township 29 Range 05 Quarter NW TH PTN NE1/4 NW1/4 SEC 26 TWP29N RGE 5E WM DAF THE S 130FT OF FDP CAAP ON N LN SD SUB 561FT W OF NE COR SD SUB TH S 30FT TH W 20FT TO TPB TH CONT W PLT N LN SD SUB 75 FT TH S PLT E LN SD SUB 150FT TH E PLT N LN SD SUB 75FT TH N PLT E LN SD SUB 150FT TO TPB

2. Parcel #00431400300202:

EAST EVERETT 5 AC TR DIV A & B BLK 003 D-02 - S 150 FT OF E 135 FT OF W 165 FT OFFDT E1/2 OF LOT 2 & W1/2 LOT 3

3. Parcel #00609500000700:

Section 23 Township 29 Range 05 Quarter SE WEGMAN PLAT BLK 000 D-00 - LOT 7 EXC TH PTN LY S AND E OF FDL COM SE COR SEC 23 TWP 29N RGE 5E WM FR WH S 1/4 COR BEARS N89*52 51W 2525.19FT TH N89*52 51W ALG S LN SE 1/4 SD SEC 23 103.52FT TH N1*13 00E 50.01FT TO TPB SD LN DESC TH S89*52 51E 42.37FT TH N58*22 47E 31.12FT TH N1*13 00E 113.68FT TO N LN SD LOT 7 AND TERM SD LN DESC

4. Parcel #00457000001903:

Section 25 Township 29 Range 05 Quarter NW GLENWOOD DIV A BLK 000 D-03 - W 100FT OF N 134FT LOT 19 SUBJ ESE CITY OF EVERETT LESS CO RD AKA LOT 1 OF SP 543 (12-77) REC AFN 7803240336 LESS N 20FT TO SNO CO FOR RD PER SWD AFN 200808120590

5. Parcel #00473400000400:

Section 25 Township 29 Range 05 Quarter NE HILLSIDE HOMES BLK 000 D-00 TH PTN LOT 4 DAF: THE S 134.95FT OF SD LOT 4

6. Parcel #004709000003000:

Section 24 Township 29 Range 05 Quarter SE HEWITT HILLS DIV 1 BLK 000 D-00 - LOT 30 TGW TH PTN LOT 9 GLENWOOD DIV A LY WLY OF SD LOT 30 & SLY OF THE N LN SD LOT 30 PROJ WLY TO W LN OF SD LOT 9 EXC CO ROADS AKA LOT 1 OF SNO CO BLA 03-108408-BA REC AFN 200310071232 ALSO LESS PORTION TO SNO CO FOR RD PER SWD AFN 200803200536

7. Parcel #00457000000507:

Section 24 Township 29 Range 05 Quarter SE GLENWOOD DIV A BLK 000 D-07 - S 120 FT EXC E 180 FT OF LOT 5 EXC SLY 15FT TH OF TO SNO CO PER SWD REC AFN 200711020072



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**EXCLUSIVE SALE LISTING AGREEMENT
(CONTINUED)**

8. Parcel #00457000002802:

Section 25 Township 29 Range 05 Quarter NE GLENWOOD DIV A BLK 000 D-02 - BEG NE COR TR 28 TH S89*02 10W 123.89 FT TH S00*09 00W 75FT TH S89*02 10W 25FT TH S00*09 00W 20FT TH S89*02 10W 60FT TO ELY LN OF W 110FT OF TR 28 TH N00*09 00E ALG SD E LN OF W 110FT SD TR 95FT TO N LN SD TR TH E 85FT TO TPB LESS PTN TO CO FOR RD PER QCD VOL 36/618 & LESS PTN TO SNO CO FOR ADD RD R/W PER WD VOL 1601/79AUD FILE NO. 7909270217 DAF BEG AT NE COR SD TR 28 TH S89*03 00W ALG S LN OF 20TH ST SE 123.89FT TO TPB TH CONT S89*30 00W FOR 30FT TH S81*27 37E 30.32FT TH N 5FT TO TPB ALSO LESS PTN TO SNO CO FOR RD PER SWD AFN 200709200667

9. Parcel #29061900302801:

Section 19 Township 29 Range 06 Quarter SW SEGD FOR TAX PURP ONLY, BLDG ONLY ON FDP: S 237FT W 355FT S1/2 SW1/4 GOVT LT 4 EXC E 180FT & EXC N 112FT S 237FT W 120FT & EXC W 30FT FOR CO RD ALSO EXC FDT BAAP 30FT N & 30FT E OF SW COR SEC 19 TPB TH N88*33 13E 40FT TH N54*00 28W 49.06FT TH S00*33 06W 30FT TO TPB PER SWD TO SNO CO 1601/83 AF NO 7909270219 EXC TH PTN OF S 237FT OF W 355FT S1/2 SW1/4 GOVT LOT 4 SD SEC DAF: COM SW SEC COR SD SEC 19 FR WH W ¼ COR SD SEC BEARS N1*29 31E 2632.60FT TH ALG W LN SW1/4 SD SEC 50.04FT TH N89*15 51E 120.09FT TO TPB TH CONT N89*15 51E 55.05FT TH N1*29 31E PLW W LN SW1/4 SD SEC 181.51FT TH N88*56 52W 55.01FT TH S1*29 31W 183.22FT TO TPB AS DEEDED TO SNO CO FOR RD R/W PER SWD AFN 200506090589 FOR RC 1261 & AS DELINEATED ON 20TH ST SE 91ST AVE SE TO S LK ST RD R/W PLAN, NOW GRANTED TO CITY LK ST PER CORR ORD NO 801 EFF DEC 31, 2009

9a. Parcel #29061900302100:

Section 19 Township 29 Range 06 Quarter SW SEGD FOR TAX PURP ONLY TH PTN OF S 237FT OF W 355FT S1/2 SW1/4 GOVT LOT 4 SD SEC DAF: COM SW SEC COR SD SEC 19 FR WH W ¼ COR SD SEC BEARS N1*29 31E 2632.60FT TH ALG W LN SW1/4 SD SEC 50.04FT TH N89*15 51E 120.09FT TO TPB TH CONT N89*15 51E 55.05FT TH N1*29 31E PLW W LN SW1/4 SD SEC 181.51FT TH N88*56 52W 55.01FT TH S1*29 31W 183.22FT TO TPB



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**EXCLUSIVE SALE LISTING AGREEMENT
(CONTINUED)**

**EXHIBIT B
(SCHEDULE OF PRICES)**

PARCEL REFERENCE NUMBER	LISTING PRICE**
1	\$
2	\$
3	\$
4	\$
5	\$
6	\$
7	\$
8	\$
9	\$

**** INITIAL MARKETING FOR ALL PARCELS WILL NOT INCLUDE A SET LISTING PRICE. HOWEVER, THE SELLER AND LISTING BROKERS WILL DOCUMENT AN ACCEPTABLE MINIMUM PRICE FOR EACH PARCEL THAT IS TO REMAIN CONFIDENTIAL BETWEEN SELLER AND LISTING BROKERS.**



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EXCLUSIVE SALE LISTING AGREEMENT
(CONTINUED)

EXHIBIT C

(Property Information Pages)

1. Quit Claim Deed
2. Statutory Warranty Deed
3. Assessor Map

1. Quit Claim Deed

When recorded return to:

SNOHOMISH COUNTY
PROPERTY MANAGEMENT
3000 ROCKEFELLER AVENUE M/S 404
EVERETT, WA 98201

**NO EXCISE TAX
REQUIRED**

JUN 17 2016

KIRKE SIEVERS, Snohomish County Treasurer

By KIRKE SIEVERS

CONFIRMED COPY
201606170509 27 PGS
06/17/2016 2:38pm \$99.00
SNOHOMISH COUNTY, WASHINGTON

QUIT CLAIM DEED

Reference #: N/A
Grantor: Snohomish County, a political subdivision of the State of Washington
Grantee: City of Lake Stevens, a municipal corporation of the State of Washington
Legal Description: See Exhibits A and B, PTN OF LOT 19 GLENWOOD DN A
Assessor's Tax Parcel ID #: 00457000001903; 00473400000400; 00457000002306; 00470900003000;
00457000000804; 00457000000507; 00457000002802; 29061900302100;
29061900302700; 00457100004902; 00431400300201; 00431400300202;
00457000001600; 29052400301800; 29052600207800; 00604200000200;
00609500000700; 00457100005000

None (county road), abuts: 00457000001901; 00457000002305;
00457000000600; 00457000000603; 00431301001300; 00431301101100;
00431301101300; 00609500000800; 00398500000500; 00398500001900;
00457000001802; 00457000001801; 29052500200800; 29052500201000;
29052600101300; 29052600101500; 29052600101200; 29052600101600;
29052600101400; 29052600201500; 29052600104200; 29052600201800;
00398500001800; 00823100000100; 29052600100600; 29052500200200

THE GRANTOR, SNOHOMISH COUNTY, a political subdivision of the State of Washington, for and in consideration of Ten and 00/100 Dollars (\$10.00) and other good and valuable consideration paid in hand, hereby conveys and quit claims to THE GRANTEE, CITY OF LAKE STEVENS, a municipal corporation, of the State of Washington, all of the Grantor's right, title and interest in and to the following real property situated in the County of Snohomish, State of Washington, as more fully described on Exhibits A and B, subject to matters of record, and together with any interest therein which the Grantor may hereafter acquire.

DATED June 17, 2016.

GRANTEE: CITY OF LAKE STEVENS
ACCEPTED AND APPROVED:

John F Spencer
Date

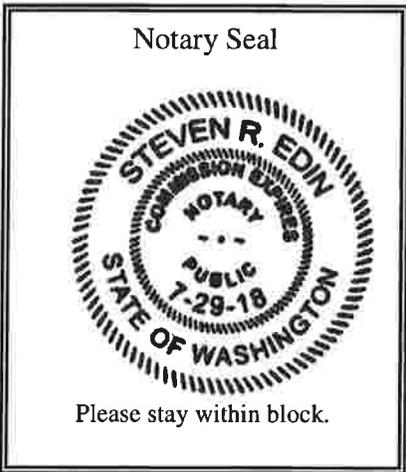
By: JOAN F SPENCER

Its: Mayor

STATE OF WASHINGTON)
) §
COUNTY OF SNOHOMISH)

On this 14th day of June, 2016, before me personally appeared John Spencer, to me known to be the Mayor, of the City of Lake Stevens, that executed the foregoing instrument, and acknowledged said instrument to be the free and voluntary act and deed of said political subdivision, for the uses and purposes therein mentioned, and on oath stated that he was duly elected, qualified and acting as said officer or member of the political subdivision, and that he was authorized to execute said instrument on behalf of said political subdivision.

GIVEN under my hand and official seal the day and year last above written.



Signature: SR Edin
Notary (print name) Steven R. Edin
Notary Public in and for the State of Washington,
residing at Marysville, WA
My commission expires 7-29-18

20TH Street SE (91ST Ave. SE to S. Lake Stevens Rd.)
Survey 3691/RC 1261
October 7, 2015

EXHIBIT "A"

Reference: Right of Way Plan for 20th Street SE: 91st Ave SE to S. Lake Stevens Rd., on file in the office of the Snohomish County Engineer under Survey Number 3735, RC1261.

PARCEL -042 (Parcel # 00457000001903)

Lot 1 of Short Plat 54 (12-77) recorded under Recording Number 7803240336, being a portion of Lot 19, Plat of Glenwood Division "A", according to the plat thereof, recorded in Volume 7 of Plats, Page 46, records of Snohomish County, Washington.

EXCEPT the North 20.0 feet conveyed to County of Snohomish, recorded under Auditor's File Number 200808120590.

Containing an area of 11,400 square feet, more or less, according to the Right of Way Plan for 20th Street SE: 91st Ave SE to S. Lake Stevens Rd., on file in the office of the Snohomish County Engineer under Survey Number 3735, RC1319 and RC1261.

PARCEL -043 (Adjacent to Parcel # 00457000001901)

Reference Document: Superior Court Cause No. 08-2-08290-1, Decree of Appropriation, dated 08-24-2010, AF# 201009140793 & 201302270087

The North 10 feet of the following described Parcel:

Lot 1 of Short Plat ZA 881044SP recorded under Recording Number 8912130183, being a portion of Lot 19, Plat of Glenwood Division A, according to the plat thereof, recorded in Volume 7 of Plats, Page 46, records of Snohomish County, Washington.

Containing an area of 2,232 square feet, more or less.

PARCEL -045 (Parcel # 00473400000400)

Reference document: Quit Claim Deed AF# 200710260565

Lot 4, Hillside Homes, according to the plat thereof recorded in Volume 24 of Plats, Pages 10, in Snohomish County Washington,

EXCEPT the North 5 feet, conveyed to Snohomish County for road by Deed recorded under Recording Number 2173989.

EXCEPT the South 10.00 feet of the North 15.00 feet of said Lot 4 for public road purposes.

Containing an area of 10,777 square feet, more or less, according to the Right of Way Plan for 20th Street SE: 91st Ave SE to S. Lake Stevens Rd., on file in the office of the Snohomish County Engineer under Survey Number 3735, RC1319 & RC1261.

PARCEL -052 (Parcel # 00457000002306)

Reference document: Quit Claim Deed AF# 200901300662

All that portion of Tract 23, Plat of Glenwood Division A, according to the plat thereof, recorded in Volume 7 of Plats, Page 46, in Snohomish County, Washington, described as follows:

Beginning in the northwest corner of said Tract 23;
Thence southerly along the west line of said Tract 23 for 150 feet;
Thence easterly parallel to the north of said Tract for 130 feet;
Thence northerly parallel to the west line of said Tract for 150 feet to the north line of said Tract;
Thence westerly along the north line of said Tract for 130 feet to the True Point of Beginning.

LESS the portion of the property acquired by Snohomish County through the Superior Court Cause No. 08-2-06701-5.

EXCEPT any portion within the South 5.00 feet of the North 20.00 feet of said Tract 23.

Situate in the County of Snohomish, State of Washington.

Containing an area of 16,750 square feet, more or less, according to the Right of Way Plan for 20th Street SE: 91st Ave SE to S. Lake Stevens Rd., on file in the office of the Snohomish County Engineer under Survey Number 3735, RC1319 & RC1261.

PARCEL -053 (Adjacent to Parcel # 00457000002305)

Reference Document: Superior Court Cause No. 08-2-06699-0, Decree of Appropriation, dated 05-25-2010, AF# 201302270090

All the property northerly and westerly of the following described line on "Parcel A":

Commencing on the northeast corner of "Parcel A", said point also known as County Engineer's Station (hereinafter "CES") 94+45.40, Right 30.0 feet;
Thence south, along east property line of said parcel, 20.0 feet to CES 94+45.40, Right 50.00 feet and the True Point of Beginning;
Thence N89°59'49"W, 117.70 feet to CES 93+27.70, Right 50.00 feet,
Thence S46°11'52"W, 17.44 feet to CES 93+15.12, Right 62.07 feet, said point is also on the west property line of said parcel and the end of this line description.

"Parcel A":

Portion of Tract 23 Plat of Glenwood Division "A", according to the plat thereof, recorded in Volume 7 of Plats, Page 46, in Snohomish County, Washington.

Beginning at the northeast corner of said Tract 23;
Thence south 130 feet along east boundary of said Tract 23;
Thence west 130 feet;
Thence north 130 feet to intersect with the north boundary of said Tract 23;
Thence east 130 feet to the Point of Beginning.

Situate in the County of Snohomish, State of Washington.

Containing an area of 2,675 square feet, more or less according to the Right of Way Plan for 20th Street SE: 91st Ave SE to S. Lake Stevens Rd., on file in the office of the Snohomish County Engineer under Survey Number 3735, RC1319 & RC1261.

PARCEL -021 (Parcel # 00470900003000)

Lot 30, Hewitt Hills Division No. 1, according to the plat thereof recorded in Volume 26 of Plats, Pages 38 and 39, in Snohomish County, Washington;

TOGETHER WITH that portion of Lot 9, Glenwood Division "A", as recorded in Volume 7 of Plats, Page 46, records of Snohomish County, Washington, lying westerly of said Lot 30 and southerly of the north line of said Lot 30 projected westerly to the west line of said Lot 9;

Continued on next page

EXCEPT County Roads;

(Also known as Lot 1 of Boundary Line Adjustment recorded under Recording Number 200310071232);

EXCEPT that southerly portion of the above described parcel, by deed recorded under Snohomish County Auditor's File No. 200803200536.

Containing an area of 8,573 square feet, more or less, according to the Right of Way Plan for 20th Street SE: 91st Ave SE to S. Lake Stevens Rd., on file in the office of the Snohomish County Engineer under Survey Number 3735, RC1319 & RC1261.

PARCEL -023 (Parcel # 00457000000804)

Reference document: Superior Court Cause # 08-2-08286-3, Dated 06-23-11

The South 299.45 feet of the following described parcel:

Lot 8, Plat of Glenwood Division "A", according to the plat thereof, recorded in Volume 7 of Plats, Page 46, in Snohomish County, Washington;

EXCEPT portion conveyed to State of Washington for Secondary State Highway No. 1A by deed recorded under Auditor's File No. 802970;

And EXCEPT any portion lying East of the West margin of State Highway;

And EXCEPT portion deeded to State of Washington by deeds recorded under Auditor's File No. 970768 and 1292252;

And EXCEPT the south 10 feet thereof deeded to Snohomish County for road purposes by deed recorded under Auditor's File No. 2147343.

Situate in the County of Snohomish, State of Washington.

Containing an area of 42,624 square feet, more or less according to the Right of Way Plan for 20th Street SE: 91st Ave SE to S. Lake Stevens Rd., on file in the office of the Snohomish County Engineer under Survey Number 3735, RC1319 & RC1261.

Subject to:

A 40.00 foot wide easement for ingress, egress, and utilities, being 20.00 feet wide on each side of the following described line:

Continued on next page

Commencing at the south quarter corner of Section 24, Township 29 North, Range 5 East, W.M. from which the southeast section corner thereof bears S89°59'49"E, a distance of 2554.08 feet;

Thence S89°59'49"E along the south line of the southeast quarter of said Section 24, being on the centerline of the 20th Street SE (Hewitt Ave. East), a distance of 1277.58 feet, to a point on the southerly extension of the west line of aforesaid parcel;

Thence N01°26'21"E along the extension of said west line, a distance of 40.01 feet to the southwest corner of said above described parcel and northerly margin of said 20th Street SE;

Thence S89°59'49"E along said northerly margin, a distance of 19.54 feet to the True Point of Beginning (TPOB) of said centerline:

Thence N16°07'28"E, a distance of 82.26 feet;

Thence N07°42'55"E, a distance of 74.14 feet;

Thence N40°10'24"E, a distance of 72.45 feet;

Thence N20°48'03"E, a distance of 87.29 feet to the north line of the south 299.45 feet of aforesaid Lot 8, and the Terminus of this centerline description;

The sidelines of this easement shall be lengthened or shortened to terminate at the northerly margin of said 20th Street SE and the north line of the south 299.45 feet of aforesaid Lot 8.

Situate in the County of Snohomish, State of Washington.

Containing an area of 12,642 square feet, more or less, according to the Right of Way Plan for 20th Street SE: 91st Ave SE to S. Lake Stevens Rd., on file in the office of the Snohomish County Engineer under Survey Number 3735, RC1319 & RC1261

PARCELS -027 & -028 (Adjacent to Parcels # 00457000000600 & # 00457000000603)

Reference document: Superior Court Cause # 08-2-06696-5, Decree of Appropriation, AF# 201302270095

The south fifteen (15) feet of the following described parcel:

Lots 1 AND 4 of Short Plat 523 (10-78) recorded under Recording Number 7812290356, being a portion of Lot 6, Plat of Glenwood Division "A", according to the plat thereof, recorded in Volume 7 of Plats, Page 46, in Snohomish County, Washington;

Containing an area of 1,225 square feet, more or less, according to the Right of Way Plan for 20th Street SE: 91st Ave SE to S. Lake Stevens Rd., on file in the office of the Snohomish County Engineer under Survey Number 3735, RC1319 & RC1261.

PARCEL -029 (Parcel # 00457000000507)

The South 120 feet of Lot 5, Less the East 180 feet, Plat of Glenwood Division "A", according to the plat thereof, recorded in Volume 7 of Plats, Page 46, records of Snohomish County, Washington;

EXCEPT the Southerly 15 feet of said South 120 feet of Lot 5, to County of Snohomish for road, recorded under Snohomish County Auditor's File No. 200711020072.

Situate in the County of Snohomish, State of Washington

Containing an area of 11,388 square feet, more or less, according to the Right of Way Plan for 20th Street SE: 91st Ave SE to S. Lake Stevens Rd., on file in the office of the Snohomish County Engineer under Survey Number 3735, RC1319 & RC1261

PARCEL -063 (Parcel # 00457000002802)

Reference document: Statutory Warranty Deed AF# 200709200668

All that portion of Tract 28, Plat of Glenwood Division "A", according to the plat thereof, recorded in Volume 7 of Plats, Page 46, in Snohomish County, Washington, described as follows:

Beginning at the northeast corner of said Tract 28,

Thence S89°02'10"W, a distance of 123.89 feet to the TRUE POINT OF BEGINNING,

Thence S00°09'00"W, a distance of 75 feet;

Thence S89°02'10"W, a distance of 25 feet;

Thence S00°09'00"W, a distance of 20 feet;

Thence S89°02'10"W, 60 feet to the easterly line of the west 110 feet of said Tract, a distance of 95 feet to the north line of said tract,

Thence east along said line a distance of 85 feet to the TRUE POINT OF BEGINNING,

EXCEPT that portion conveyed to Snohomish County recorded under Recording Number 7909270217,

AND EXCEPT the north 10 feet for East Hewitt Avenue,

AND EXCEPT the portion conveyed to Snohomish County for road, recorded under Snohomish County Auditor's File No.200709200667

Containing 6,264 square feet, more or less according to the Right of Way Plan for 20th Street SE: 91st Ave SE to S. Lake Stevens Rd., on file in the office of the Snohomish County Engineer under Survey Number 3735, RC1319 & RC1261.

PARCEL -088 (Parcel # 29061900302100)

Reference document: Statutory Warranty Deed AF# 200506090589

The South 237 Feet of the West 355 feet of the South half of the Southwest quarter of Government Lot 4, Section 19, Township 29 North, Range 6 East, W M in Snohomish County, Washington,

EXCEPT The East 180 feet thereof, and
EXCEPT the North 112 feet of the South 237 feet of the West 120 feet thereof, and
EXCEPT the West 30 feet as conveyed to Snohomish County for Road by Deed recorded under Recording Number 176514, and
EXCEPT the South 30 feet as conveyed to Snohomish County for Road by Deed recorded under Recording Number 32209, and

EXCEPT portion of property herein described Deeded to Snohomish County per Deed recorded under Recording Number 7909270219

EXCEPT that portion lying south and west of the following described line:

Commencing at the southwest corner of aforesaid Section 19;
Thence N01°29'31"E along the west line of said Section, a distance of 125.00 feet to the south line of the North 112 feet of the South 237 feet of the southwest quarter of aforesaid Government Lot 4;
Thence S88°56'52"E along said south line, a distance of 30.00 feet to the True Point of Beginning (TPOB);
Thence continuing S88°56'52"E, a distance of 90.00 feet to the east line of the West 120 feet of said Government Lot 4;
Thence S01°29'31"W along said east line, a distance of 71.22 feet to a point 50.00 feet north of and perpendicular to the centerline of 20th Street SE;
Thence N89°15'51"E parallel with said centerline, a distance of 55.05 feet to the West line of the East 180 feet of the southwest quarter of said Government Lot 4, and the Terminus of this line description.

Containing an area of 10,031 square feet, more or less according to the Right of Way Plan for 20th Street SE: 91st Ave SE to S. Lake Stevens Rd., on file in the office of the Snohomish County Engineer under Survey Number 3735, RC1319 and RC1261.

Situate in the County of Snohomish, State of Washington.

PARCEL -040 (Parcel # 29061900302700)

Reference document: Superior Court Cause # 08-2-05761-3, AF# 201302270088

That portion of the East 10 acres of aforesaid Government Lot 4, Section 19, Township 29 North, Range 6 East, W.M., described as follows:

Commencing at the southwest corner of said Section 19, being at the right-of-way centerline intersection of 20th Street SE (Hewitt Ave. East) and 99th Ave. SE, from which the east quarter section corner thereof, bears S88°56'52"E, 2669.60 feet;
Thence N89°15'51"E along the centerline of said 20th Street SE, a distance of 1004.59 feet more or less, to the west line of the east 10 acres of said Government Lot 4;
Thence N01°58'35"E along said west line, 30.03 feet to the northerly margin of said 20th Street SE, and the TRUE POINT OF BEGINNING (TPOB);
Thence continuing along said west line N01°58'35"E, 10.01 feet;

Continued on next page

Thence N89°15'51"E parallel with said northerly margin, 192.58 feet;
Thence N00°44'09"W, 47.64 feet;
Thence N18°11'19"E, 109.81 feet;
Thence N14°34'33"W, 158.50 feet;
Thence N00°33'31"E, 88.98 feet;
Thence N57°52'45"E, 166.23 feet;
Thence N02°08'13"E, 97.08 feet;
Thence S89°11'15"E, 25.01 feet more or less, to the east line to the east line of said Government Lot 4;
Thence S02°08'13"W, along said east line, 549.78 feet to the north line of the south 110.00 feet of said Government Lot 4;
Thence S88°56'52"W, along said north line, 50.01 feet to the west line of the east 50.00 feet of said Government Lot 4;
Thence S02°08'13"W along said west line, 39.74 feet more or less, to the northerly margin of aforesaid 20th Street SE;
Thence S89°15'51"W along said northerly margin, 285.00 feet to the TPOB.

Situate in the County of Snohomish, State of Washington.

Containing an area of 67,752 square feet, more or less.

PARCEL -086 (Parcel # 00457100004902 & 00457100005000)

Reference document: Statutory Warranty Deed AF# 201209120570

The West 200.00 feet of the South 380.00 feet of Lot 49, and all of Lot 50, all being within the Plat of Glenwood Division B, according to the plat thereof, recorded in Volume 7 of Plats, Page 47, in Snohomish County, Washington;

Except that portion thereof lying within the right of way of Secondary State Highway 1A, (State Route 9).

Containing an area of 263,845 square feet, more or less, as shown on the approved Right-of-Way Plan for 20th St. SE, 91st Ave. SE to S. Lake Stevens Rd., Survey No. 3735, as approved by County Engineer on Jan. 11th, 2006.

Together with a 20.00 foot wide non-exclusive easement within said Lot 49 for the purpose of Ingress, egress, and utilities, over, under and upon the following described parcel:

Commencing at the southeast corner of said Lot 49;
Thence N89°06'27"W along the south line of said Lot 49, a distance of 118.28 feet, more or less, to the east line of the West 200.00 feet of said Lot 49;
Thence N01°10'34"E along the east line of the west 200.00 feet of said Lot 49, a distance of 380.00 feet to the north line of the South 380.00 feet of said Lot 49, and the True Point of Beginning (TPOB) of said 20.00 foot wide easement;
Thence N89°06'27"W parallel with the south line of said Lot 49, a distance of 20.00 feet;
Thence N06°26'53"W, 146.48 feet;
Thence N05°10'12"E, 123.75 feet;
Thence N10°01'23"W, 173.90 feet, more or less, to the southerly margin of South Lake Stevens Road;
Thence N57°00'15"E along the southerly margin of said road, 21.72 feet;
Thence S10°01'23"E, 182.37 feet;
Thence S05°04'31"W, 124.58 feet;
Thence S06°23'12"E, 149.43 feet to the TPOB.

Containing an area of 8,920 square feet, more or less.



20TH Street SE (U.S. 2 to 91ST Ave. SE)
Survey 3735/RC1503 & 1504
June 13, 2016

EXHIBIT "B"

Reference: Right of Way Plan for 20th Street SE: U.S. 2 to 91st Ave. NE., on file in the office of the Snohomish County Engineer under Survey Number 3735, RC1503/RC1504.

Parcel -001: (Adjacent to Parcel # 00431301001300)

Reference document: Statutory Warranty Deed AF# 201008240719

All that portion of the following described parcel lying southerly of the northerly margin of 20th Street SE, said northerly margin being 50.00 feet from the centerline of 20th Street SE and referenced on the Right of Way Plan for 20th Street SE: U.S. 2 to 91st Ave SE, Right of Way Plan, dated May 2, 2008, on file in the office of the Snohomish County Engineer under Survey No. 3735.

Lots 13 through 15, inclusive, Block 10, East Everett, according to the plat thereof recorded in Volume 2 of Plats, Page 102, records of Snohomish County, Washington.

Except that portion conveyed to State of Washington, under Recording No. 9004100200.

And Except that portion vacated 3rd Street as would attach by operation of law per Quit Claim Deed recorded under Auditor's File No. 200610240236.

Containing an area of 1,079 square feet, more or less.

Situate in the County of Snohomish State of Washington.

Parcel -003: (Adjacent to Parcel # 00431301101100)

Reference document: Statutory Warranty Deed AF# 201006110173

The South 15.0 feet of the following described parcel:

Lot 12, Block 11, East Everett, according to the plat thereof recorded in Volume 2 of Plats, Page 102, records of Snohomish County, Washington, together with that portion of vacated 3rd Street and that portion of vacated alley in block 11 adjacent thereto which would attach by operation of law by Snohomish County Superior Court Cause No. 99-2-01806-9.

Situate in the County of Snohomish, State of Washington.

Containing an area of 2,451 square feet, more or less, as shown on the Right-of-Way Plan for 20th Street SE: U.S. 2 to 91st Ave SE, Survey No. 3735, as approved by County Engineer on May 2, 2008.

Parcel -004: (Adjacent to Parcel # 00431301101300)

Reference document: Statutory Warranty Deed AF# 201011050261

The South 15.0 feet of the following described parcel:

Lots 13 through 17, inclusive, in Block 11, East Everett, according to the plat recorded in Volume 2 of Plats at Page 102, in Snohomish County, Washington.

Situate in the County of Snohomish, State of Washington

Containing 1,776 square feet, more or less, as shown on the Right-of-Way Plan for 20th Street SE: U.S. 2 to 91st Ave SE, Survey No. 3735, as approved by County Engineer on May 2, 2008.

Parcel -012 & -013: (Entire Parcel # 00431400300201 & 00431400300202)

Reference document: Statutory Warranty Deed AF# 201011080229

Parcel A:

The south 150 feet of the east 135 feet of the west 165 feet of the following described tract: The east half of Lot 2 and the west half of Lot 3, Block 3, East Everett Five Acre Tracts, according to the plat thereof recorded in Volume 5 of plats, Page(s) 36, records of Snohomish County, Washington.

Parcel B:

The east half of Lot 2 and the west half of Lot 3, Block 3, East Everett Five Acre Tracts, according to the plat thereof recorded in Volume 5 of plats, Page(s) 36, records of Snohomish County, Washington.

Except the south 150 feet of the east 135 feet of the west 165 feet thereof.
Situate in the County of Snohomish, State of Washington.

Containing an area of 196,065 square feet, more or less, as shown on the Right-of-Way Plan for 20th Street SE: U.S. 2 to 91st Ave SE, Survey No. 3735, as approved by County Engineer on May 2, 2008.

Parcel -016: (Adjacent to Parcel # 00609500000800)

Reference document: Statutory Warranty Deed AF# 201003190216

The Southerly twenty (20.0) feet of the following Parcel A:

Parcel A:

Lot 8, Wegman Plat, as per plat recorded in Volume 21 of Plats, Page 83, records of Snohomish County, Washington.

Situate in the County of Snohomish, state of Washington.

Containing 1,471 square feet, more or less, as shown on the Right of Way Plan for 20th Street SE: U.S. 2 to 91st Ave S.E. on file in the office of Snohomish County Engineer under the Survey No. 3735.

Parcel -024: (Adjacent to Parcel # 00398500000500)

Reference document: Statutory Warranty Deed AF# 201003110375

All that portion of the following described Parcel A, lying southerly and easterly of the following described line:

Commencing at the southwest corner of Parcel A, said point is also on the margin of 20th Street SE;

Thence north 20 feet, along the west property line of said parcel to County Engineer's Station (hereinafter CES) 65+53.70, Left 50.0 feet and the TRUE POINT OF BEGINNING;

Thence S87°56'39"E 72.82 feet CES 66+98.52, Left 50 feet;

Thence N49°45'46"E 29.67 feet to CES 67+20.46, Left 69.97, said point is also on the east property line of said parcel and the end of the line description.

Parcel A:

Lot 5, Brunswick Division No. 1, according to the plat thereof recorded in Volume 27 of Plats, Page 86, records of Snohomish County, Washington.

Situate in the County of Snohomish, State of Washington.

Containing an area of 1,984 square feet, more or less, as shown on the-Right of way Plan for 20th Street SE: U.S. 2 to 91st Ave. S.E., on file in the office of the Snohomish County Engineer under the Survey No. 3735.

Parcel -025: (Adjacent to Parcel # 00398500001800)

Reference document: Statutory Warranty Deed AF# 200909170116

That portion of Lot 18, Brunswick, Division No. 1, According to the Plat Thereof Recorded in Volume 27 of Plats, Page 86, in Snohomish County, Washington, lying Westerly and Southerly of the following described line:

Beginning at a point on the West line of said Lot 18, Brunswick, Division No. 1, said point being opposite County Engineer Station (hereinafter referred to as CES) 67+80.47, and 69.78 feet left therefrom;
Thence South 48°32'43" East a distance of 31.17 feet to a point opposite CES 68+04.56 and 50 feet left therefrom;
Thence Easterly, parallel with the Centerline of 20th St. SE to a point on the East line of said Lot 18, Brunswick, Division No. 1, at CES 69+23.67 and 50 feet left therefrom, and the end of this line description.

Containing an area of 2,964 square feet, more or less, as shown on the-Right of way Plan for 20th Street SE: U.S. 2 to 91st Ave. S.E., on file in the office of the Snohomish County Engineer under the Survey No. 3735.

Parcel -026: (Adjacent to Parcel # 00398500001900)

Reference document: Statutory Warranty Deed AF# 201011050262

The south 20.0 feet of the following described Parcel A:

Parcel A:

Lot 19, Brunswick Div. No. 1, according to the plat thereof, recorded in Volume 27 of Plats, Page 86, in Snohomish County, Washington.

Parcel B:

The east 5 feet of Lot 17, Brunswick Div. No. 1, according to the plat thereof, recorded in Volume 27 of Plats, Page 86, in Snohomish County, Washington.

EXCEPT the north 50 feet thereof.

(As disclosed by affidavit of Boundary Line Adjustment recorded January 28, 1992 under recording Number 9201280235.

Situate in the County of Snohomish, State of Washington.

Containing an area of 1,799 square feet, more or less, as shown on the Right of way Plan for 20th Street SE: U.S. 2 to 91st Ave. S.E., on file in the office of the Snohomish County Engineer under the Survey No. 3735.

Parcels -028 & -029: (Entire Parcel # 00457000001600 & 29052400301800)

Reference document: Statutory Warranty Deed AF# 200808080309 & 201109060211

Parcel A:

The west 2/3 of Lot 16, Plat of Glenwood Division "A", according to the plat thereof, recorded in Volume 7 of Plats, Page 46, in Snohomish County, Washington.

EXCEPT the south 20 feet thereof for 20th Street SE; recorded under Auditor's File No. 201109060211.

Containing an area of 276,079 square feet, more or less, as shown on the Right of Way Plan for 20th Street SE: US 2 to 91stAve SE, on file in the office of the Snohomish County Engineer under Survey Number 3735.

TOGETHER WITH:

Parcel B:

The south 190 feet of the east 95 feet of the east half of the southwest quarter of the southwest quarter of Section 24, Township 29 North, Range 5 East of the W.M.;

EXCEPT the south 30 feet thereof for Hewitt Avenue East;

AND EXCEPT the south 20 feet thereof for 20th Street SE; recorded under Auditor's File No. 201109060211.

Containing an area of 13,298 square feet, more or less, as shown on the Right of Way Plan for 20th Street SE: US 2 to 91stAve SE, on file in the office of the Snohomish County Engineer under Survey Number 3735.

Situate in the County of Snohomish, State of Washington.

Parcel -031: (Adjacent to Parcel # 00823100000100)

Reference document: Statutory Warranty Deed AF# 200907160507

All that portion of the following described Parcel "A", lying southerly and westerly of the following described line:

Beginning at the southeast property corner of Parcel "A", said point also being County Engineer's Station (hereinafter referred to as CES) 76+29.60, Left 40.0 feet;
Thence north, along the east property line of said parcel 10.0 feet to CES 76+29.60, Left 50.0 feet and the TRUE POINT OF BEGINNING;
Thence N87°56'39"W, 94.09 feet to CES 75+35.51, Left 50.0 feet;
Thence N40°34'30"W, 34.43 feet to CES 75+12.19, Left 75.33 feet, said point is also on the west property line of said parcel and the end of this line description.

"Parcel A":

Lot 1, Quail Court, according to the plat thereof recorded in Volume 56 of Plats, Pages 29 through 32, inclusive, records of Snohomish County, Washington.

Situate in the County of Snohomish, State of Washington.

Containing an area of 1,331 square feet, more or less, as shown on the Right of Way Plan for 20th Street SE: US 2 to 91stAve SE, on file in the office of the Snohomish County Engineer under Survey Number 3735.

Parcel -032: (Adjacent to Parcel # 00457000001802)

Reference document: Statutory Warranty Deed AF# 201004020393

That portion of the following described "Parcel A" lying North and West of a line described as follows:

Beginning at a point on the West line of said Parcel "A", said point being South of the

Northwest corner of said "Parcel A" a distance of 40 feet;
Thence North 58°12'22" East a distance of 35.35 feet;

Thence East, parallel with the centerline of 20th St SE, to a point on the East line of said "Parcel A", said point being 20 feet South of the Northeast corner of said "Parcel A" and the end of this line description.

Containing an area of 2,931 square feet, more or less, as shown on the Right of Way Plan for 20th Street SE: US 2 to 91stAve SE, on file in the office of the Snohomish County Engineer under Survey Number 3735.

"Parcel A"

The North 135 feet of the of the East 162 feet of Tract 18, plat of Glenwood Division "A", according to the plat thereof recorded in Volume 7 of plats, page 46, in Snohomish County, Washington.

Except the West 30 feet thereof conveyed to Snohomish County for road purposes by deed recorded under recording number 2014089.

Situate in the County of Snohomish, State of Washington.

Parcel -033: (Adjacent to Parcel # 00457000001801)

Reference document: Statutory Warranty Deed AF# 201005210587

That portion of the following described "Parcel A" lying Northerly and Easterly of a line, said line described as:

Beginning at a point on the West line of said "Parcel A", said point being 20 feet South of the Northwest corner of said "Parcel A";
Thence Easterly, along the North line of said "Parcel A"; parallel with the centerline of 20th St SE a distance of 105.9 feet to a point opposite County

Engineer Station 76+28.73 and 50 feet right therefrom;
Thence South 50°26'50" East a distance of 32.13 feet to a point on the East line of said "Parcel A", said point being 39.56 feet South of the Northeast corner of said "Parcel A" and the end of this line description.

Containing an area of 2,872 square feet, more or less, as shown on the Right of Way Plan for 20th Street SE: US 2 to 91stAve SE, on file in the office of the Snohomish County Engineer under Survey Number 3735.

"Parcel A"

The North 135 feet of Lot 18, Plat of Glenwood Division "A", according to the plat thereof, recorded in Volume 7 of Plats, Page 46, in Snohomish County, Washington;
Except the East 192 feet thereof.

Parcels -035 & -036: (Adjacent to Parcel # 29052500200800 & 29052500201000)

Reference document: Statutory Warranty Deed AF# 201102140749

That portion of the following described "Parcel A" lying Northerly and Easterly of the following described line:

Beginning at the Northwest corner of said "Parcel A";
Thence South along the West line of said "Parcel A" a distance of 20 feet;
Thence Easterly, parallel with the centerline of 20th St SE a distance of 166.01 feet;
Thence South 48°56'52" East a distance of 31.06 feet to a point on the East line of said "Parcel A", said point being 69.54 feet from the centerline of 20th St SE, opposite County Engineer Station 71+69.74, and the end of this line description, said area comprising 4034 square feet, more or less, as shown on the Right of Way Plan for 20th Street SE: US 2 to 91st Ave SE, on file in the office of the Snohomish County Engineer under Survey Number 3735;
Situate in the County of Snohomish, State of Washington.

"Parcel A"

The East 220.00 feet of the East 330 feet of the North 200.00 Feet of the Northwest One-Quarter (1/4) of the Northwest One-Quarter (1/4) Section 25, Township 29 North, Range 5 East, W.M.; Except the North 30.00 feet thereof dedicated as the Public for road by deed recorded in Volume 37 of Deeds on Page 78, Records of Snohomish County, State of Washington.
(Also known as Lot A of Short Plat Recorded May 4, 1981 under 'Auditor's File No. 8105040145).

Parcel -037: (Adjacent to Parcel # 29052500200200)

Reference document: Statutory Warranty Deed AF# 200909170117

The Northerly 20 feet of the following described Parcel "A":

"Parcel A"

The West 110 feet of the East 330 feet of the North 400 feet of the Northwest quarter of the Northwest quarter of Section 25, Township 29 North, Range 5 East, W.M. in Snohomish County, Washington;

Except the North 30 feet for County Road recorded in Volume 37 of Deeds on Page 78, Records of Snohomish County, State of Washington (Also known as Lot B of Short Plat 186(8-74) Recorded under Recording Number 8105040145.)

Containing an area of 2,200 square feet, more or less, as shown on the Right of Way Plan for 20th Street SE: US 2 to 91stAve SE, on file in the office of the Snohomish County Engineer under Survey Number 3735.

Parcel -044: (Adjacent to Parcel # 29052600100600)

Reference document: Statutory Warranty Deed AF# 200911090114

The North 20.0 feet of the following described Parcel:

All that portion of the northwest quarter of northeast quarter of northeast quarter of Section 26, Township 29 North, Range 5 East, W.M., as described in Schedule A of Title Report Order No. 1020503, by Pacific Northwest Title Company of Snohomish County, with effective date of October 23, 2008, being more particularly described as follows:

Beginning at the northeast corner of said Section 26;
Thence West 44 rods to the TRUE POINT OF BEGINNING;
Thence South 40 rods;
Thence West 8 rods;
Thence North 40 rods;
Thence East 8 rods to the Point of Beginning;

Except that portion thereof lying within the bounds of East Hewitt Avenue.

Situate in the County of Snohomish, Washington.

Containing an area of 2,640 square feet, more or less, as shown on the Right of Way Plan for 20th Street SE: US 2 to 91stAve SE, on file in the office of the Snohomish County Engineer under Survey Number 3735.

Parcel -049: (Adjacent to Parcel # 29052600101300)

Reference document: Custodial Transfer, County Council Motion No. 10-385

That portion of the northeast quarter of Section 26, Township 29 North, Range 5 East, W.M., lying south of 20th Street SE, and shown as proposed Right-of-Way for Parcel 049

on the Right-of-Way Plan for 20th Street SE, U.S. 2 to 91st Ave. SE, Survey No. 3735, as approved by County Engineer on May 2, 2008, described as follows:

Commencing at the north quarter corner of said Section 26, Township 29 North, Range 5 East, W.M., from which the northeast section corner thereof bears S89°52'51"E, a distance of 2525.19 feet;
Thence S89°52'51" E along the north line of the northeast quarter of said Section 26, a distance of 1262.60 feet to the east line of the northwest quarter of the northeast quarter of Section 26;
Thence S01°43'15"W along said east line, a distance of 30.01 feet to the southerly margin of aforesaid 20th Street SE;
Thence N89°52'51"W along said southerly margin, a distance of 20.01 feet to a point 20.00 feet west of the east line of the northwest quarter of the northeast quarter of said Section 26 and the **TRUE POINT OF BEGINNING**;
Thence S01°43'15"W parallel with said east line, a distance of 50.02 feet;
Thence S89°52'51"E parallel with said southerly margin of 20th Street SE, a distance of 71.49 feet;
Thence N23°23'41"W, a distance of 32.72 feet to the south line of the north 50.00 feet of the northeast quarter of said section 26;
Thence N89°52'51"W parallel with the north line of the northeast quarter of said Section 26, a distance of 210.21 feet to the west line of the east half of the east half of the northwest quarter of the northeast quarter of Section 26;
Thence N01°40'10"E along said west line, a distance of 20.01 feet to the southerly margin of aforesaid 20th Street SE;
Thence S89°52'51"E along said southerly margin, a distance of 295.61 feet to the **TRUE POINT OF BEGINNING**.

Situate in the County of Snohomish, State of Washington.

Containing an area of 8,265 square feet, more or less, as shown on the Right of Way Plan for 20th Street SE: US 2 to 91st Ave SE, on file in the office of the Snohomish County Engineer under Survey Number 3735.

Parcels -050, -051 & -052: (Adjacent to Parcel # 29052600101500, 29052600101200, 29052600104200 & 29052600101600)

Reference document: Custodial Transfer, County Council Motion No. 10-385

The north 20.00 feet of the following described parcels:

That portion of the northeast quarter of Section 26, Township 29 North, Range 5 East, W.M., lying south of 20th Street SE, and shown as proposed Right-of-Way for Parcels 050, 051, and 052 as shown on the Right-of-Way Plan for 20th Street SE, U.S. 2 to 9st Ave. SE, Survey No. 3735, as approved by County Engineer on May 2, 2008, described as follows:

-052 (PARCEL C)

The east half of the west half of the northwest quarter of the northeast quarter of Section 26, Township 29 North, Range 5 East, W.M., in Snohomish County, Washington;

Except the east 150 feet of the north half thereof;

Also except the north 30 feet thereof for road;

Also except the west 60 feet of the east 210 feet of the north 244 feet of the west half of the northwest quarter of the northeast quarter of said Section 26, Township 29 North, Range 5 East, W.M., in Snohomish County, Washington;

(being a portion of Parcel B of Short Plat no. SP 180 (5-76) recorded under recording no. 7610080283.)

-051 (PARCEL E)

The east 150 feet of the north 184 feet of the west half of the northwest quarter of the northeast quarter of Section 26, Township 29 North, Range 5 East, W.M.

Except the north 30 feet for road.

-051 (PARCEL F)

The east 150 feet of the north half of the west half of the northwest quarter of the northeast quarter of Section 26, Township 29 North, Range 5 East W.M.,

Except the north 184 feet thereof, and also, the west 60 feet of the east 210 feet of the north 244 feet of the west half of the northwest quarter of the northeast quarter of said Section 26, Except the north 30 feet for county road.

Also together with

-050 (PARCEL G)

A portion of the west half of the northeast quarter of the northwest quarter of the northeast quarter of Section 26, Township 29 North, Range 5 East, W.M., in Snohomish County, Washington, described as follows:

The south 20.00 feet of the north 50.00 feet, parallel and contiguous with the county road, being 30 feet in width, as recorded in Volume 37, page 178, Records of Snohomish County,

All Situate in the County of Snohomish, State of Washington.

Containing an area of 12,624 square feet, more or less, as shown as proposed Right-of-Way Plan for 20th Street SE, U.S. 2 to 9st Ave. SE, Survey No. 3735, as approved by County Engineer on May 2, 2008.

Parcel -053: (Adjacent to Parcel # 29052600101400)

Reference document: Custodial Transfer, County Council Motion No. 10-385

That portion of the northeast quarter of Section 26, Township 29 North, Range 5 East, W.M., lying south of 20th Street SE, and shown as proposed Right-of-Way for Parcel 053 on the Right-of-Way Plan for 20th Street SE, U.S. 2 to 91st Ave. SE, Survey No. 3735, as approved by County Engineer on May 2, 2008; described as follows:

Commencing at the north quarter corner of said Section 26, Township 29 North, Range 5 East, W.M., from which the northeast section corner thereof bears S89°52'51"E, a distance of 2525.19 feet;

Thence S89°52'51"E along the north line of the northeast quarter of said Section 26, a distance of 110.02 feet;

Thence S01°30'48"W, a distance of 30.01 feet to the southerly margin of aforesaid 20th Street

SE, and the **TRUE POINT OF BEGINNING**;

Thence S89°52'51"E along said southerly margin, a distance of 205.59 feet to the east line of the west half of the west half of the northwest quarter of the northeast quarter of Section 26;

Thence S01°33'56"W along said east line, a distance of 20.01 feet;

Thence N89°52'51"W parallel with the north line of the Northeast Quarter of said Section 26, a distance of 207.81 feet;

Thence S49°28'22"W, a distance of 37.38 feet to the easterly margin of 75th Avenue SE;

Thence N01°30'48"E along said easterly margin, a distance of 19.39 feet to the south line of said 20th Street SE;

Thence N64°56'54"E along the southerly margin of said 20th Street SE, a distance of 33.54 feet to a point which bears S01°30'48"W from the point of beginning;

Thence N01°30'48"E along said southerly margin, a distance of 10.69 feet to the **TRUE POINT OF BEGINNING**.

Situate in the County of Snohomish, State of Washington.

Containing an area of 4,513 square feet, more or less, as shown as proposed Right-of-Way Plan for 20th Street SE, U.S. 2 to 9st Ave. SE, Survey No. 3735, as approved by County Engineer on May 2, 2008.

Parcel -057: (Adjacent to Parcel # 29052600201500)

Reference document: Statutory Warranty Deed AF# 201005130292

The north 20.0 feet of the following described tract:

The north 204 feet of the west 131 feet of the east 328.5 feet of the northeast quarter of the northwest quarter of Section 26, Township 29 North, Range 5 East, W.M., records of the Snohomish County, Washington;

EXCEPT the north 30 feet thereof.

Situate in the County of Snohomish, State of Washington.

Containing an area of 2,620 square feet, more or less, as shown as proposed Right-of-Way Plan for 20th Street SE, U.S. 2 to 9st Ave. SE, Survey No. 3735, as approved by County Engineer on May 2, 2008.

Parcel -061: (Adjacent to Parcel # 29052600201800)

Reference document: Statutory Warranty Deed AF# 201004190477

The north 20.0 feet of the following described tract:

Beginning at a point on the north line 561 feet west of the northeast corner of the northeast corner of the northwest corner;

Thence west 95 feet;

Thence south 332 feet;

Thence east 8.25 feet;

Thence south 118 feet;

Thence east 86.75 feet;

Thence north 450 feet to the point of beginning;

Less County Road;

Also except the west 75 feet of the north 150 feet thereof, all located in Section 26, Township 29 North, Range 5 East, W .M.

Situate in the County of Snohomish, State of Washington.

Containing an area of 400 square feet, more or less, as shown as proposed Right-of-Way Plan for 20th Street SE, U.S. 2 to 9st Ave. SE, Survey No. 3735, as approved by County Engineer on May 2, 2008.

Parcel -062: (Parcel # 29052600207800)

Reference document: Statutory Warranty Deed AF# 200910280149

All that Portion of the northeast quarter of the northwest quarter of Section 26, Township 29 North, Range 5 East, W.M. in Snohomish County, Washington, described as follows:

Commencing at a point of the north line of said subdivision, 561 feet west of the northwest corner of said subdivision;

Thence south 30 feet;

Thence west 20 feet to the **TRUE POINT OF BEGINNING**;

Thence continue west parallel to the north line of said subdivision 75 feet;

Thence south parallel to the east line of said subdivision 150 feet;

Thence east parallel to the north line of said subdivision 75 feet;

Thence north parallel to the east line of said subdivision 150 feet to the **TRUE POINT OF BEGINNING**.

EXCEPT the North 20.00 feet thereof for 20th Street SE.

Containing an area of 9,751 square feet, more or less, as noted on the Right of Way Plan for 20th Street SE: U.S. 2 to 91st Ave SE, on file in the office of the Snohomish County Engineer under Survey No. 3735.

Parcel -066: (Entire Parcel # 00604200000200)

Reference document: Statutory Warranty Deed AF# 200912300944

All that portion of the following described Parcel A and Parcel B:

Parcel A:

Lots 2 and 3, Valley View Heights, according to the plat thereof recorded in Volume 12 of Plats, Page 42, records of Snohomish County, Washington.

Parcel B:

That part of the southwest quarter of the southwest quarter of Section 23, Township 29 North, Range 5 East, W .M., lying between said lots 2 and 3 and County road.

Except that portion of said parcels A and B conveyed to the State of Washington under Auditor's File No. 9002280756.

Situate in the County of Snohomish, State of Washington.

Containing an area of 37,276 square feet, more or less, as shown on the Right of Way Plan for 20th Street SE: U.S. 2 to 91st Ave S.E., on file in the office of the Snohomish County Engineer under Survey No. 3735.

Parcel -099: (Parcel # 00609500000700)

Reference document: Statutory Warranty Deed AF# 200709200287

Lot 7, Wegman Plat, according to the plat thereof recorded in Volume 21 of Plats, Page 83, records of Snohomish County Washington;

Situate in the County of Snohomish, State of Washington

Containing an area of 10,454 square feet, more or less, as noted on the Right of Way Plan for 20th Street SE: U.S. 2 to 91st Ave S.E., on file in the office of the Snohomish County Engineer under Survey Number 3735.



6/13/2010

200508090589.001

296869

Return to
Snohomish County Public Works
Engineering Services - Right-of-Way
2930 Wetmore Avenue
Everett, WA 98201

**NO EXCISE TAX
REQUIRED**

JUN 09 2005

BOB DANTINI, Snohomish County Treasurer

By: BOB DANTINI

200508090589 2 PGS
08-09-2005 03:09pm \$0.00
SNOHOMISH COUNTY, WASHINGTON

STATUTORY WARRANTY DEED

Reference No N/A
Grantor Rarden, Michael F & Roberta C h&w
Grantee County of Snohomish
Legal Description Ptn of Gov Lot 4, S19, T29, R6
Assessor's Tax Parcel ID No 280819-003-021-00
Additional on page 3

In the matter of 20th St SE - 90th to S Lake Stevens Rd
RC 1281
Parcel No 088

The Grantor, Michael F. Rarden and Roberta C. Rarden, husband and wife for and in consideration of Ten and No/100 Dollars and other valuable consideration, in hand paid does hereby convey and warrant to the Grantee, County of Snohomish, a political subdivision of the State of Washington, fee simple title in and to the following described real estate and any after acquired interest therein, situated in Snohomish County, State of Washington, to the same extent and purpose as if the rights herein granted had been acquired under the Eminent Domain Statute of the State of Washington

The South 237 Feet of the West 355 feet of the South half of the Southwest quarter of Government Lot 4, Section, 19 Township 29 North, Range 6 East, W M in Snohomish County, Washington,

EXCEPT The East 180 feet thereof, and
EXCEPT the North 112 feet of the South 237 feet of the West 120 feet thereof, and
EXCEPT the West 30 feet as conveyed to Snohomish County for Road by Deed recorded under Recording Number 176514, and
EXCEPT the South 30 feet as conveyed to Snohomish County for Road by Deed recorded under Recording Number 32209, and
EXCEPT portion of property herein described Deeded to Snohomish County per Deed recorded under Recording Number 7809270219

Situate in the County of Snohomish, State of Washington

The undersigned hereby agrees to surrender possession of the lands and/or rights herein conveyed, granted, transferred and/or released upon receipt of payment from the grantee

It is understood and agreed that the delivery of this deed is tendered and that the terms and obligations hereof shall not become binding upon the County of Snohomish, State of Washington unless and until accepted and approved in writing by the Snohomish County Director of Public Works or County Engineer

The covenants shall run with the land and bind the Grantor and Grantor's heirs, successors and assigns



3 day of JUNE, 2005
Michael F Rarden
Michael F Rarden
Roberta C Rarden
Roberta C Rarden

STATE OF WASHINGTON,
 COUNTY OF _____ } ss
 On this _____ day of _____, 20____, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally came _____ to me known to be the _____ of the _____ the Corporation that executed the within and foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of said corporation for the uses and purposes therein mentioned and on oath stated that _____ he _____ w _____ authorized to execute said instrument, and that the seal affixed is the seal of said Corporation
 IN WITNESS WHEREOF, I have hereunto set my hand and affixed my seal the day and year in this certificate above written
 Notary Public in and for the State of Washington, residing at _____
 My commission expires _____
 (print name of notary)

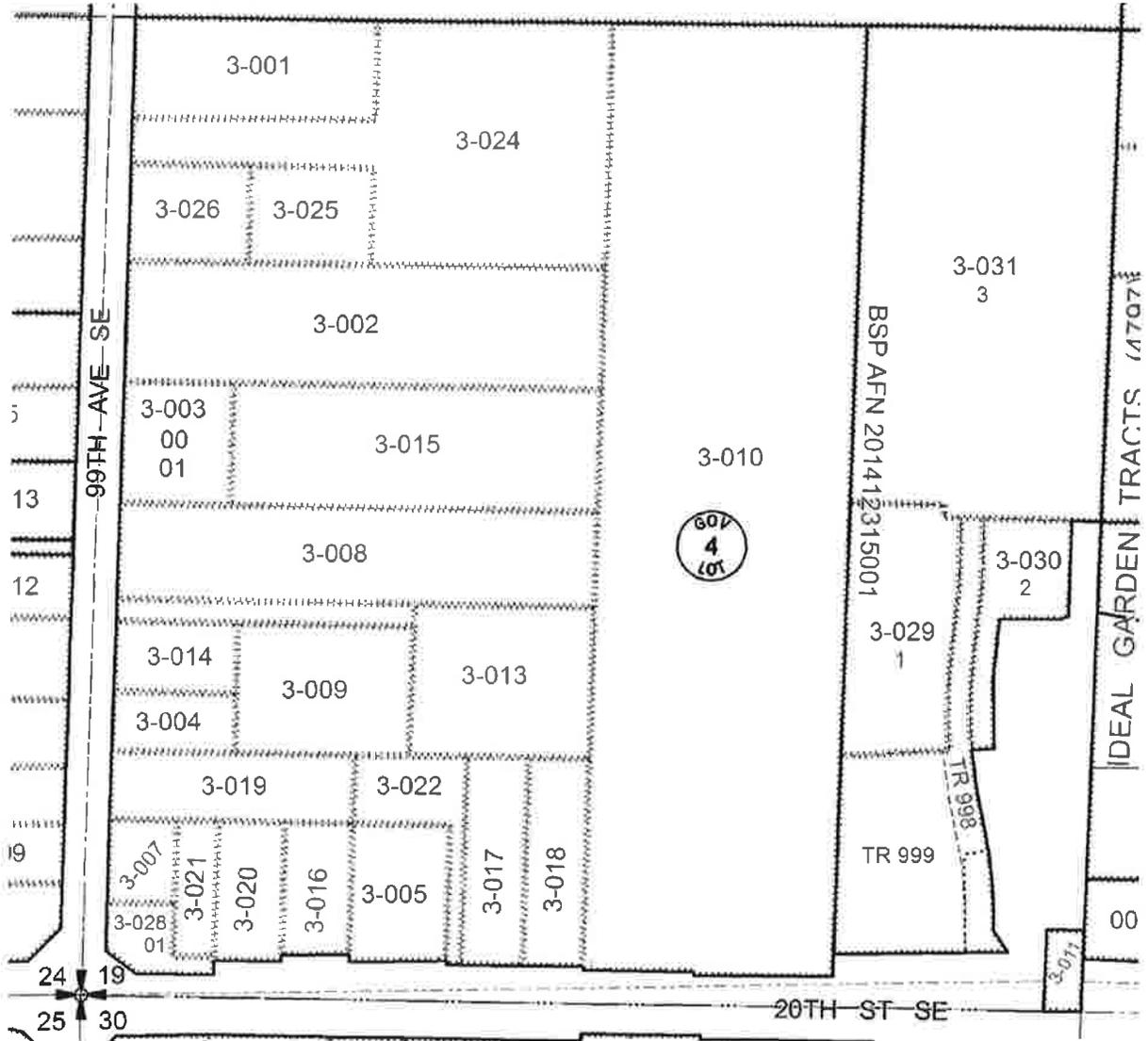
STATE OF WASHINGTON,
 COUNTY OF Snohomish } ss
 On this 3rd day of June, 2005, before me, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally came Michael F Rorden, Robert C Rorden, Husband + Wife to me known to be the individual described in and who executed the within instrument and acknowledged to me that they signed and sealed the same as their free and voluntary act and deed for the uses and purposes therein mentioned
 Witness my hand and seal the day and year first above written
 Notary Public in and for the State of Washington, residing at F Everett WA
 My commission expires 7-5-08
Michael E McVey
 (print name of notary)

STATE OF WASHINGTON,
 COUNTY OF _____ } ss
 On this _____ day of _____, 20____, before me, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally came _____ to me known to be the individual described in and who executed the within instrument and acknowledged to me that _____ signed and sealed the same as _____ free and voluntary act and deed for the uses and purposes therein mentioned
 Witness my hand and seal the day and year first above written
 Notary Public in and for the State of Washington, residing at _____
 My commission expires _____
 (print name of notary)

Stat No _____
 STATUTORY WARRANTY DEED
 FROM _____
 TO _____
 COUNTY OF SNOHOMISH
 Dated _____, 20____
 FILED FOR RECORD AT REQUEST OF _____
 Department of Public Works

Dir. of PUBLIC WORKS - APPROVES
 SNOHOMISH CO PUBLIC WORKS
 ENGINEERING SERVICES
Steven B. Thomsen
 STEVEN B. THOMSEN, P.E.
 COUNTY ENGINEER
 6-7-05
 DATE

Approved by _____
 Seal: Property Administration
 Checked by THL/SH





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LAKE STEVENS CITY COUNCIL
STAFF REPORT

Council Agenda Date: January 10, 2017

Subject: Public Hearing – Building & Construction and Fire Code Amendments (LUA2016-0111)

Contact Person/Department: Stacie Pratschner, Planning
Mark Sniffen, Building
Mike Messer, Fire Marshall

Budget Impact: None

RECOMMENDATION(S)/ACTION REQUESTED OF COUNCIL: Hold a first and final hearing on Ordinance No. 984 with a decision on adopting code amendments.

BACKGROUND/DISCUSSION:

The International Code Council publishes new and/or updated construction codes every three years. The State Building Code Council subsequently adopts these codes, often with amendments, and also requires jurisdictions to adopt these codes. The State Building Code Council adopted the 2015 Editions of the International Code Group effective July 1, 2016. Each jurisdiction may adopt the codes as adopted by the state or make other amendments to the Building and Fire Codes.

The Lake Stevens Municipal Code has two chapters related to the model codes: Chapter 14.80: Building and Construction and Chapter 14.84: Fire Code. Only the state adopted amendments are proposed to both chapters. Pursuant to the WAC 197-11-800 (19) this code amendment is exempt from SEPA (**Exhibit 1**) but is subject to review from the Department of Commerce per RCW 36.70A.106(3)(b) (**Exhibits 2a** and **2b**).

The last adoption of model codes was in 2013 with adoption of the 2012 Editions of the International Code Group. The adoption in 2016 is of the 2015 Editions of the International Code Group, which were adopted by the State Building Code Council earlier this year and became effective on July 1, 2016. The regulations are instrumental in protecting personal property, health and safety of the general public.

The City is adopting the following 2015 editions consistent with the State adoption:

- International Building Code
- International Residential Code
- Uniform Plumbing Code
- International Mechanical Code
- Washington State Energy Code
- International Fire Code (including Appendices “C” and “D”)
- International Property Maintenance Code (new).

Pursuant to LSMC 14.16C.075(e)(2) and (3), amendments to Chapters 14.80 and 14.84 LSMC are not required to be reviewed before the Planning Commission. The Planning Department chose to hold a public hearing in front of the Planning Commission to describe the updates in detail and to answer any questions

about the adoption of the 2015 International Fire Code Appendix D: Fire Apparatus Access Roads (**Exhibit 3**) and provide an avenue for the public to comment. Appendix D contains provisions for ensuring safe access that are mirrored in already-established municipal code and the city's EDDS; the most important changes are the requirements for two separate and approved fire apparatus access roads for developments with more than 30 dwelling units (Section D107.1) and for these two access points to meet a minimum remoteness requirement (Section D106.3). The Fire Marshal has the ability to modify the requirements administratively of the IFC pursuant to an approved Request for Fire Code Modification form (**Exhibit 4**). The Planning Commission forwarded a recommendation of approval of the updates on August 3, 2016.

A few minor edits as adopted by the State are proposed in both the Building and Construction Codes and the Fire Codes. No changes to the fire sprinkler codes are proposed. The draft code is attached for review (**Exhibit 5**).

RECOMMENDATION: Forward a recommendation to the City Council to **APPROVE** the edits to Chapters 14.80 and 14.84 LSMC, which will adopt the 2015 Editions of the International Code Group.

APPLICABLE CITY POLICIES: Chapter 14.80 Building and Construction. Chapter 14.84 Fire Code.

BUDGET IMPACT: No budget impact.

EXHIBITS:

1. SEPA Exemption, dated July 29, 2016
2. Department of Commerce
 - a. Request for Expedited Review, dated July 28, 2016
 - b. Approval of Expedited Review, dated August 23, 2016
3. Planning Commission Staff Report, dated August 3, 2016
4. Request for Fire Modification Form
5. Draft Codes
6. Ordinance No. 972 (Approved as to form by City Attorney)



Planning & Community Development

1812 Main Street
Lake Stevens, WA 98258
(425) 377-3235
Fax (425) 212-3327

SEPA CATEGORICAL EXEMPTION DETERMINATION

File Number: LUA2016-0111
Project Title: Building and Construction and Fire Code Amendments
Applicant: City of Lake Stevens
Address/Project Location: City of Lake Stevens

SUMMARY OF PROPOSAL

The International Code Council publishes new and/or updated construction codes every three years. The City of Lake Stevens will be adopting the 2015 editions of the International Code Group and drafting concurrent edits to Chapter's 14.80 and 14.84 LSMC.

EXISTING SITE CONDITIONS

This is a code amendment / non-project action to adopt the 2015 editions of the ICG.

WAC 197-11-800 CATEGORICAL EXEMPTIONS

The proposal is categorically exempt pursuant to WAC 197-118-800(19): Procedural Actions. The actions shall be exempt:

(19) Procedural actions: The proposal, amendment or adoption of legislation, rules, regulations, resolutions or ordinances, or of any plan or program shall be exempt if they are:

- (a) Relating solely to governmental procedures, and containing no substantive standards respecting use or modification of the environment.*
- (b) Text amendments resulting in no substantive changes respecting use or modification of the environment.*

FINDINGS AND CONCLUSIONS

Per WAC 197-11-800 – Proposed actions contained in Part Nine are categorically exempt from threshold determination and EIS requirements, subject to the rules and limitation on categorical exemptions contained in WAC 197-11-305

SEPA DETERMINATION

The project, as proposed, falls under the categorical exemption for Procedural Actions.

Prepared by,

Stacie Pratschner, Senior Planner

7.29.16

Date



Department of Commerce

Innovation is in our nature.

Notice of Proposed Amendment Request for Expedited Review

Pursuant to RCW 36.70A.106(3)(b), the following jurisdiction provides notice of a proposed development regulation amendment and requests expedited state agency review under the Growth Management Act.

*****Under statute, proposed amendments to comprehensive plans are not eligible for expedited review. The expedited review period is 10 business days (14 calendar days).***

(If needed, you may expand this form and the fields below, but please try to keep the entire form under two pages in length.)

Jurisdiction:	City of Lake Stevens
Mailing Address:	1812 Main Street, PO Box 257, Lake Stevens, WA 98258
Date:	07-28-2016

Contact Name:	Stacie Pratschner
Title/Position:	Senior Planner
Phone Number:	425-377-3219
E-mail Address:	spratschner@lakestevenswa.gov

Brief Description of the Proposed/Draft Development Regulations Amendment: <i>(40 words or less)</i>	Proposed adoption of the 2015 editions of the International Code Group (including the IBC and IRC) with concurrent minor edits to Chapter 14.80: Building & Construction and Chapter 14.84: Fire Code.
Public Hearing Date:	Planning Commission: August 3, 2016 City Council: September 13, 2016
Proposed Adoption Date:	September 23, 2016

REQUIRED: Attach or include a copy the proposed amendment text.

EXHIBIT 2b

From: [COM GMU Review Team](#)
To: [Stacie Pratschner](#)
Cc: [Andersen, Dave \(COM\)](#)
Subject: 22666, City of Lake Stevens, Expedited Review Granted, DevRegs
Date: Tuesday, August 23, 2016 6:32:03 AM

Dear Ms. Pratschner:

The City of Lake Stevens has been granted expedited review for the: Proposed adoption of the 2015 editions of the International Code Group (including the IBC and IRC) with concurrent minor edits to Chapter 14.80: Building & Construction and Chapter 14.84: Fire Code. This proposal was submitted for the required state agency review under RCW 36.70A.106.

As of receipt of this email, the City of Lake Stevens has met the Growth Management Act notice to state agency requirements in RCW 36.70A.106 for this submittal. For the purpose of documentation, please keep this email as confirmation.

If you have any questions, please contact reviewteam@commerce.wa.gov

Thank you.

Review Team, Growth Management Services
Department of Commerce
P.O. Box 42525
Olympia WA 98504-2525

Staff Report City of Lake Stevens Planning Commission

Planning Commission Public Hearing
Date: **August 3, 2016**

Subject: **Public Hearing – Building & Construction and Fire Code Amendments (LUA2016-0111)**

Contact Person/Department: **Mark Sniffen**, Building Official and **Mike Messer**, Fire Marshal

SUMMARY:

Public Hearing concerning the adoption of the 2015 editions of the International Code Group and concurrent minor edits to Chapter 14.80 LSMC: Building and Construction and Chapter 14.84 LSMC: Fire Code.

ACTION REQUESTED OF PLANNING COMMISSION:

Public Hearing and recommendation to City Council.

BUDGET IMPACT:

None.

BACKGROUND/DISCUSSION:

The International Code Council publishes new and/or updated construction codes every three years. The State Building Code Council subsequently adopts these codes, often with amendments, and also requires jurisdictions to adopt these codes. The State Building Code Council adopted the 2015 Editions of the International Code Group effective July 1, 2016. Each jurisdiction may adopt the codes as adopted by the state or make other amendments to the Building and Fire Codes.

The Lake Stevens Municipal Code has two chapters related to the model codes: Chapter 14.80: Building and Construction and Chapter 14.84: Fire Code. Only the state adopted amendments are proposed to both chapters. Pursuant to the WAC 197-11-800 (19) this code amendment is exempt from SEPA (**Exhibit 1**) but is subject to review from the Department of Commerce per RCW 36.70A.106(3)(b).

The last adoption of model codes was in 2013 with adoption of the 2012 Editions of the International Code Group. The adoption in 2016 is of the 2015 Editions of the International Code Group, which were adopted by the State Building Code Council earlier this year and became effective on July 1, 2016. The regulations are instrumental in protecting personal property, health and safety of the general public.

The City is adopting the following 2015 editions consistent with the State adoption:

- International Building Code
- International Residential Code
- Uniform Plumbing Code
- International Mechanical Code
- Washington State Energy Code
- International Fire Code

- International Property Maintenance Code (new)

A few minor edits as adopted by the State are proposed in both the Building and Construction Codes and the Fire Codes. No changes to the fire sprinkler codes are proposed. The draft code is attached for Planning Commission's review (**Exhibit 2**).

RECOMMENDATION: Forward a recommendation to the City Council to **APPROVE** the edits to Chapters 14.80 and 14.84 LSMC, which will adopt the 2015 Editions of the International Code Group.

ATTACHMENTS:

1. SEPA Exemption
2. Draft Code



City of Lake Stevens – Request for Fire Code Modification

The City of Lake Stevens Fire Code states the Fire Marshal may grant modifications to provisions of the Fire Code upon application by the owner or the owner's agent, provided the spirit and intent of the Fire Code are observed and public health, welfare, and safety are assured.

Lake Stevens Fire Division of Community Risk Reduction recognizes that there must be a mechanism within the code that allows the authorities having jurisdiction (AHJ's) to accept alternatives, as long as they provide an equivalent level of safety. Lake Stevens Fire Division of Community Risk Reduction does not permit waivers or variances. A waiver or variance is permission to not comply with some code requirements. A modification is an equivalency which allows the use of some other alternative to meet the level of safety intended by the code.

Sufficient technical data must be submitted to substantiate the proposed use of any alternative. The technical data shall consist of three parts. The first item must be the applicable code requirement for which an equivalency is being sought. The second item must include the reasons the code requirement cannot be met. The third item in the documentation must include a detailed analysis of how the proposed alternative meets the level of safety intended by the code. It is important that the analysis demonstrate the equivalency, not just state that it is equivalent. Incomplete requests will not be considered.

Fire protection or safety features provided in the facility, in excess of the minimum code requirements, may also affect the equivalency. It is important to consider that fire safety usually consists of a system of protection, not just a set of independent features. When considering accepting an equivalency, the Fire Marshal will take into account how the specific item being evaluated affects the entire fire safety system of the building. Such items or combination of items as additional fire walls, installation of non-required fire suppression or fire alarm systems, standpipes, additional fire hydrants and other fire protection systems will affect equivalency considerations.

If it is determined that the evidence presented is satisfactory proof of performance for the use intended, the Fire Marshal may approve the use of such alternative, subject to the requirements of Lake Stevens Fire Division of Community Risk Reduction. The Fire Marshal may require and consider a statement from a professional engineer, architect or other competent person, as to the equivalency of the proposed modification.

As required by Lake Stevens Fire Division of Community Risk Reduction, the application for modification and the final decision of the Fire Marshal shall be in writing, and will be recorded in the permanent records of the City of Lake Stevens. The second page of this form has an application that shall be used to request a Lake Stevens Fire Division of Community Risk Reduction modification.

Fire Code Modification Application

Facility Name:					
Facility's Address:					
	Number	Street	City	State	Zip
Facility Owner:			Phone:		
Owner's Address:					
	Number	Street	City	State	Zip
Applicant Name:			Phone:		
Applicant's Address:					
	Number	Street	City	State	Zip
Contact Person:			Phone:		
Type of Facility:			Use Group:		
This Facility is:	<input type="checkbox"/> New	<input type="checkbox"/> Existing	<input type="checkbox"/> Renovation	Date of Construction:	
<input type="checkbox"/> Check if a Modification Request to the International Building Code is being submitted to the City of Lake Stevens.					
Applicable fire code requirement for which an equivalency is be sought:					
The reasons the fire code requirements cannot be met are:					

How does the proposed alternative meet the level of safety as intended by the fire code?

*Attach additional documentation as needed

Print applicant's name

Signature of Applicant

Date

DRAFT

Part I. Washington State Building Codes Adopted

14.80.010 Washington State Building Codes Adopted.

The below-listed model codes, as approved, adopted and amended by the State Building Code Council (SBCC) are hereby adopted by this reference. These codes shall apply to all new construction, remodeling, or repairs. Copies of the codes are on file in the office of the Building Official.

(a) ~~2012-2015~~ Edition of the International Building Code (IBC) as published by the International Code Council, including Appendix E, International Code Council/American National Standards Institute (ICC/ANSI) A117.1-2009 (Accessible and Usable Buildings and Facilities), and the ~~2009~~15 International Existing Building Code with the exceptions noted in Chapter 51-50 WAC (WAC 51-50-003); excluding Section 903 (Automatic Sprinkler Systems), which is replaced in its entirety by Section 14.84.150.

(b) ~~2012~~2015 Edition of the International Residential Code (IRC) published by the International Code Council with additions, deletions and exceptions noted in Chapter 51-51 WAC; provided, inclusion of Appendices F (Radon Control Methods), G (Swimming Pools, Spas and Hot Tubs), and R (Dwelling Unit Fire Sprinkler Systems); and that Chapters 11 and 25 through 42 of this code are not adopted (WAC 51-51-003).

(c) ~~2012~~15 Edition of the Uniform Plumbing Code, including Appendices A, B and I, published by the International Association of Plumbing and Mechanical Officials, with additions, deletions and exceptions noted in Chapter 51-56 WAC; provided, that Chapters 12 and 15 of this code are not adopted; provided further, that those requirements relating to venting and combustion air of fuel-fired appliances as found in Chapter 5 and portions of the code addressing building sewers are not adopted (WAC 51-56-003).

(d) 2015 Edition of the International Mechanical Code published by the International Code Council, including 2015 International Fuel Gas Code, 2008 National Fire Protection Association (NFPA) 58 (Liquefied Petroleum Gas Code) and 2009 NFPA 54 (National Fuel Gas Code) with exceptions noted in WAC 51-52-003.

(e) ~~2012~~15 International Energy Conservation Code of the State of Washington regulated by Chapter 51-11 WAC. (Ord. 897, Sec. 2 (Exh. A), 2013; Ord. 833, Sec. 2 (Exh. A), 2010; Ord. 778, Sec. 2, 2008; Ord. 746, Sec. 7, 2007)

(f) 2015 Edition of the International Property Maintenance code

Part II. Building Official

14.80.020 Building Official.

It shall be the duty of the Building Official to administer and enforce the code. If the Building Official shall find that any of the provisions of this code are being violated, the person responsible for such violations shall be

notified in writing indicating the nature of the violation and ordering the action necessary to correct it. The Building Official shall order discontinuance of illegal use of buildings or structures; removal of illegal buildings or structures or of additions, alterations or structural changes thereto; discontinuance of any illegal work being done; or shall take any other action authorized by this code to ensure compliance with or to prevent violations of its provisions. (Ord. 897, Sec. 2 (Exh. A), 2013; Ord. 833, Sec. 2 (Exh. A), 2010; Ord. 778, Sec. 2, 2008)

Part III. Building Code

14.80.030 Building Permits.

(a) No building or other structure shall be constructed, enlarged, altered, erected, moved, moved, demolished added to or structurally altered or change occupancy without a permit issued by the Building Official. No building permit shall be issued except in conformity with the provisions of this code.

(b) All applications for building permits shall be accompanied by plans in duplicate, drawn to scale, showing the actual dimensions and shape of the lot to be built upon; the exact sizes and locations of existing buildings on the lot, if any; and the location and dimensions of the proposed building or alteration. The application shall include such other information as lawfully may be required by the Building Official, including existing or proposed building or alteration; existing or proposed uses of the building and land; the number of units, or rental units, the building is designed to accommodate; conditions existing on the lot; and such other matters as may be necessary to determine conformance with, and provide for the enforcement of, this code. One copy of the plans shall be returned to the applicant by the Building Official after marking such copy approved or disapproved and attesting to same by having signed such copy. The second copy of the plans shall be retained by the Building Official for 180 days.

(c) If work described in any building permit has not begun within 180 days from the date of issuance thereof, said permit shall expire. It may be cancelled by the Building Official, and written notice shall be given to the applicant.

(d) The applicant may request in writing an extension of the building permit from the Building Official. The Building Official may approve one or more 180-day extensions if justifiable cause is demonstrated pursuant to IBC Chapter 1, Section 105.

(e) In place of the Board of Appeals per the IBC, appeals of orders, decisions or determinations made by the Building Official have an administrative appeal to the Hearing Examiner as set forth in the following procedures:

(1) Appellant. The project applicant may appeal the decision.

(2) Form of Appeal. The applicant appealing a building permit decision must submit a completed appeal form which sets forth:

- (i) A claim that the true intent of the building and construction code or the rules legally adopted thereunder have been incorrectly interpreted;
 - (ii) The provisions of the building and construction code does not fully apply; or
 - (iii) An equally good or better form of construction is proposed.
- (3) Time to Appeal. The written appeal and the appeal fee, if any, must be received by the Department of Planning and Community Development no later than 4:00 p.m. on the fourteenth day following the date of the notice of decision.
- (4) Notice of Appeal. If a building permit decision is appealed, a hearing before the Hearing Examiner shall be set and notice of the hearing shall be mailed or emailed to the appellant/applicant by the Building Official. Notice shall be mailed or emailed no less than 10 days prior to the appeal hearing.
- (i) Public Hearing. The Hearing Examiner shall conduct an open record hearing on a building permit decision appeal. The appellant/applicant and the City shall be designated parties to the appeal. Each party may participate in the appeal hearing by presenting testimony or calling witnesses to present testimony.
 - (ii) Decision on Appeal.
 - a. Within 14 days after the close of the record for the appeal of orders, decisions or determinations made by the Building Official, the Hearing Examiner shall issue a written decision to grant, grant with modifications, or deny the appeal. The Hearing Examiner may grant the appeal or grant the appeal with modification if:
 - 1. The appellant/applicant has carried the burden of proof for meeting subsection (e)(2) of this section; and
 - 2. The Examiner finds that the building permit decision is not supported by a preponderance of the evidence.
 - b. The Hearing Examiner shall accord substantial weight to the decision of the Building Official.
- (5) Time Period to Complete Appeal Process. In all cases, except where the parties to an appeal have agreed to an extended time period, the administrative appeal process generally shall be completed within 90 days from the date the original administrative appeal period closed. The

administrative appeal process shall be deemed complete on the date of issuance of the Hearing Examiner's decision.

(6) Appeal of Hearing Examiner Decision. An appeal from the Hearing Examiner's decision shall be brought before the superior court of Snohomish County in accordance with the Land Use Petition Act, Chapter [36.70C](#) RCW, as amended. (Ord. 903, Sec. 50, 2013; Ord. 897, Sec. 2 (Exh. A), 2013; Ord. 833, Sec. 2 (Exh. A), 2010; Ord. 778, Sec. 2, 2008; Ord. 746, Sec. 8, 2007)

14.80.040 Fees.

The City shall collect fees for all services rendered and activities performed in reviewing and issuing building permits. Said fees shall be set by resolution. (Ord. 897, Sec. 2 (Exh. A), 2013; Ord. 833, Sec. 2 (Exh. A), 2010; Ord. 778, Sec. 2, 2008)

14.80.050 Building Sewer Permits.

No building permits for primary use structures shall be issued without the applicant having first secured a sewage disposal permit per Chapter [14.60](#) (Utilities). (Ord. 897, Sec. 2 (Exh. A), 2013; Ord. 833, Sec. 2 (Exh. A), 2010; Ord. 778, Sec. 2, 2008)

14.80.060 Construction and Use.

Building permits issued on the basis of plans and applications approved by the Building Official authorize only the construction set forth in such approved plans and applications and no other construction. Nor does the issuance of building plans authorize use or arrangement of structures or property. Authorization of use of property or arrangement of structures is authorized by the issuance of required land use approvals pursuant to Section [14.16A.215](#) (Land Use Permits Required). Construction different than that authorized shall be deemed a violation of this code and punishable as provided by Chapter [14.28](#) (Enforcement and Review). (Ord. 897, Sec. 2 (Exh. A), 2013; Ord. 833, Sec. 2 (Exh. A), 2010; Ord. 811, Sec. 70, 2010; Ord. 778, Sec. 2, 2008)

14.80.070 Accessory Buildings.

Accessory buildings shall not be constructed prior to the commencement of construction of the main building and shall comply with Chapter [14.48](#) (Density and Dimensional Regulations). (Ord. 897, Sec. 2 (Exh. A), 2013; Ord. 833, Sec. 2 (Exh. A), 2010; Ord. 778, Sec. 2, 2008)

14.80.080 Docks and Over-Water Structures.

Building permits shall be required for all docks, bridges or other over-water structures and shall comply with the regulations of this title. (Ord. 897, Sec. 2 (Exh. A), 2013; Ord. 833, Sec. 2 (Exh. A), 2010; Ord. 778, Sec. 2, 2008)

14.80.090 Fences.

(a) Building permits shall be required for all fence construction for fences over six feet in height from median grade.

(b) Height and setbacks shall comply with Section [14.48.050](#)(e).

(c) Fence permits shall be approved as set forth in Section [14.44.420](#). (Ord. 897, Sec. 2 (Exh. A), 2013; Ord. 833, Sec. 2 (Exh. A), 2010; Ord. 811, Sec. 71, 2010; Ord. 778, Sec. 2, 2008; Ord. 746, Sec. 11, 2007)

14.80.100 Retaining Walls.

Building permits shall be required for all retaining walls four feet and higher in height, measured from the bottom of the footing. Building permits shall be required for all retaining walls with a surcharge. All retaining walls over four feet in height from the bottom of the footing shall be engineered by a professional engineer registered in the State of Washington. (Ord. 897, Sec. 2 (Exh. A), 2013; Ord. 833, Sec. 2 (Exh. A), 2010; Ord. 811, Sec. 72, 2010; Ord. 778, Sec. 2, 2008; Ord. 746, Sec. 12, 2007)

14.80.110 Signs.

Building permits shall be required for sign installations and shall comply with the regulations of Chapter [14.68](#) (Signs). (Ord. 897, Sec. 2 (Exh. A), 2013; Ord. 833, Sec. 2 (Exh. A), 2010; Ord. 778, Sec. 2, 2008)

14.80.120 Repairs and Maintenance.

Nothing in this code shall be deemed to prevent the strengthening or restoring to a safe condition of any building or part thereof declared to be unsafe by any official charged with protecting public safety, upon order of such official, nor to prevent the improvement of a single-family house without expanding its exterior dimensions. (Ord. 897, Sec. 2 (Exh. A), 2013; Ord. 833, Sec. 2 (Exh. A), 2010; Ord. 778, Sec. 2, 2008)

14.80.130 Certificate of Occupancy.

No building or structure shall be used or occupied until the Building Official has issued a certificate of occupancy except for accessory structures. Prior to the issuance of a certificate of occupancy all completed projects shall be accepted by the Planning and Public Works Departments. No certificate of occupancy may be issued for any dwelling units in a subdivision until all improvements required by a permit or this title have been completed, even where a completion security has been posted. (Ord. 897, Sec. 2 (Exh. A), 2013; Ord. 833, Sec. 2 (Exh. A), 2010; Ord. 778, Sec. 2, 2008; Ord. 746, Sec. 13, 2007)

14.80.140 Inspection of Improvements.

Prior to signing off the final inspection, the Building Official shall inspect all improvements on or adjacent to the site installed as a requirement of this title or as a condition of a permit. Any improvements found to be damaged by the builder shall be repaired prior to receiving final inspection sign-off. (Ord. 897, Sec. 2 (Exh. A), 2013; Ord. 833, Sec. 2 (Exh. A), 2010; Ord. 778, Sec. 2, 2008)

14.80.150 Fire-Extinguishing Systems.

Repealed by Ord. 778.

14.80.160 Automatic Fire-Extinguishing Systems Required.

Repealed by Ord. 778.

14.80.170 Installation.

Repealed by Ord. 778.

14.80.180 Sprinkler System Monitoring and Alarms.

Repealed by Ord. 778. (Ord. 694, Sec. 1, 2004; Ord. 657, Sec. 2, 2001; Ord. 501, 1995; Ord. 468, 1995)



~~(1) Add to the list of recognized standards and publications adopted by reference as a part of Section 102.7 of the IFC the 101 Life Safety Code, as published by the National Fire Protection Association, 2012 Edition.~~

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~~(12) All adoptable appendices to the International Fire Code 2012 Edition IFC, except Appendices A, C and D, J and L, are hereby adopted, incorporated by reference and made a part hereof as if fully set forth in this section. Where conflicts occur between the adopted appendices and Lake Stevens Municipal Code, Lake Stevens Municipal Code shall apply.~~ (Ord. 897, Sec. 3 (Exh. B), 2013; Ord. 833, Sec. 3 (Exh. B), 2010; Ord. 775, Sec. 16, 2008)

Commented [MM1]: The NFPA 101: Life Safety Code is meant for adoption with NFPA 1: Fire Code as its complement. NFPA 101 conflicts with the IFC and should be deleted. The NFPA standards are referenced in IFC.

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Commented [MM2]: Clarified appendices to be referenced and conflicts that exist between appendices and LSMC.

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14.84.030 Applicability.

The provisions of this chapter shall supersede Sections 506.1 (Key Box), 507.5 (Hydrants) and 903 (Sprinklers), IFC ~~2012~~ 2015 Edition or current edition as adopted by the City of Lake Stevens pursuant to Section 14.84.020, and shall apply to all commercial occupancy buildings constructed or developed within the City limits, wherein the same shall be served by water mains and fire hydrants capable of delivering the required fire flow and installed as required by this chapter unless specifically exempted thereby, or unless waived or modified by the Fire Marshal pursuant to Section 14.84.100 (Waiver and Modification). Decisions of the Fire Marshal are deemed to be made in the best interest, and with the concurrence, of an affected Fire District in the absence of any credible evidence to the contrary. A final determination of any dispute relating to an aforementioned Fire Marshal decision shall be made by an Appeals Board established by the City Council. (Ord. 897, Sec. 3 (Exh. B), 2013; Ord. 833, Sec. 3 (Exh. B), 2010; Ord. 775, Sec. 16, 2008)

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14.84.040 Fire Marshal Approval.

No project subject to this chapter, other than a building of R-3 and U-1 occupancy under the IBC, shall have final approval until the Fire Marshal has verified that the provisions of this chapter are satisfied. (Ord. 897, Sec. 3 (Exh. B), 2013; Ord. 833, Sec. 3 (Exh. B), 2010; Ord. 775, Sec. 16, 2008)

14.84.050 Hydrants to Be Served by Recognized Water Purveyor.

All water mains and fire hydrants required here under shall be served by a recognized water purveyor or, in the absence of such, by alternate method(s) as approved by the Fire Marshal, except residential accessory buildings classified under the International Building Code as U with a lot size of 20,000 square feet or greater, whether platted or un-platted, provided there is no conflict with the requirements of the recognized water purveyor serving the building site. (Ord. 897, Sec. 3 (Exh. B), 2013; Ord. 833, Sec. 3 (Exh. B), 2010; Ord. 775, Sec. 16, 2008)

14.84.060 Hydrant Standards.

(a) Every development (subdivided or un~~subdivided~~) that is served by a public water system shall include a system of fire hydrants sufficient to provide adequate fire protection for the buildings located or intended to be located within such development.

(b) The presumption established by this chapter is that to satisfy the standards set forth in subsection (c) of this section.

(c) The following hydrant standards shall apply as set forth herein unless waived or modified pursuant to Section 14.84.100 (~~Waiver and Modification~~).

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(1) Type. Any new hydrant installations under this chapter shall have not less than a five-inch main valve opening, two hose outlets having nominal diameters of two and one-half inches National Standard Thread (NST), and one engine port outlet having a nominal diameter of four and one-half inches NST fitted with a four-inch Storz coupling. All hydrant threads shall be National Standard Threads with seven and one-half threads per inch for two-and-one-half-inch hose outlets and four threads per inch for four-and-one-half-inch engine port outlets. Water lines that serve hydrants shall be at least six-inch lines, and, unless no other practicable alternative is available, no such lines shall be dead-end lines. If the hydrant is connected to a dead-end main line, the dead-end lines shall be a minimum of eight inches to the hydrant tee, or larger if necessary to provide required fire flows and be approved by the local water purveyor and the Fire Marshal.

(2) Spacing.

(i) Within areas exclusively developed or being exclusively developed for ~~R-3 or U-1~~ one and two family dwellings and U occupancy, maximum distance from a fire hydrant to a dwelling unit shall be 300 feet along a roadway. The maximum distance between hydrants in ~~residential these~~ areas shall be no greater than 600 feet.

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(ii) For all other occupancy types, the maximum distance from a fire hydrant to a ~~dwelling unit~~ structure shall be 150 feet along a roadway. The maximum distance between hydrants in these areas shall be no greater than 300 feet.

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(iii) When any portion of a commercial structure to be protected is in excess of 150 feet from ~~the water supply a hydrant~~ on a public street, and when required by the Fire Marshal, there shall be provided on-site fire hydrants and mains capable of supplying the required fire flow. Water supply may consist of reservoirs, pressure tanks, elevator tanks, water mains or other fixed systems capable of supplying the required fire flow

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as approved by the Fire Marshal and the recognized water purveyor having jurisdiction over said project.

(3) Location.

(i) Whenever possible, hydrants shall be located at street intersections; provided, that when such location results in spacing distances greater than allowed by this section, additional hydrants may be required between intersections; provided further, that when the required fire flow is greater than 2,000 gallons per minute (GPM), the number and location of hydrants shall be approved by the Fire Marshal.

(ii) For commercial buildings:

a. ~~The minimum number of public and private hydrants required shall be determined by dividing the required fire flow for the building by 1,000. Table C102.1 of the IFC.~~

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b. Hydrants shall be located no less than 40 feet from the building to be protected. Where hydrants cannot be located in accordance with this section, hydrant placement to include the use of wall hydrants shall be coordinated with the Fire Marshal. Hydrants shall be located no closer than 50 feet to any served building and at no greater distance than 300 feet from any portion thereof.

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c. A hydrant shall be located not more than ~~100~~ 25 feet from a ~~sprinkler or standpipe connection~~ fire department connection (FDC).

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(iii) All hydrants shall be accessible to Fire Department apparatus by roadways meeting the requirements of Section 503 of the IFC and Appendix D of the IFC and LSMC 14.84.180, Section 503 of the IFC 2012 Edition.

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(iv) ~~When fire protection facilities are to be installed by the developer or permittee, such facilities shall be installed prior to any combustible construction being installed on site. Water mains and fire hydrants shall be capable of delivering the required fire flow to the site and shall remain the responsibility of the developer until accepted by the recognized water purveyors. When alternate provisions for protection are provided pursuant to Section 14.84.100 (Waiver and Modification) the above requirements may be waived or modified.~~

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(v) When locating hydrants, consideration shall be given to:

- a. Hazardous operations and the practicality of sound fire service practices (fences, roadways, barriers to operation, etc.);
- b. The recommended location preferred by the water purveyor;
- c. The required five-foot vehicle clear zone on each side of each hydrant.

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(4) Installation. Hydrants shall stand plumb and be set to the finished grade. The bottom of the lowest outlet of the hydrant shall be no less than 18 inches or more than 36 inches above the grade. There shall be a 36-inch radius of clear area about the hydrant for the operation of hydrant wrench on the outlets and the control valve. The engine port shall face the street or, where the street cannot be clearly identified, shall face the most likely location of a fire truck while pumping, as determined by the Fire Marshal.

(d) Fire hydrants shall be protected from damage. Internal maintenance of public fire hydrants shall be the responsibility of the recognized water purveyor. Private hydrants shall be protected and maintained in accordance with NFPA ~~2425~~, (Ord. 897, Sec. 3 (Exh. B), 2013; Ord. 833, Sec. 3 (Exh. B), 2010; Ord. 775, Sec. 16, 2008)

Commented [MM5]: NFPA 24 is installation, NFPA 25 is maintenance.

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14.84.070 Piping and Flow Standards.

The following standards relating to water mains, hydrant branches, and fire flow shall apply, unless ~~waived or~~ modified pursuant to Section 14.84.100 by the Fire Marshal:

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(a) Hydrant Branches. Hydrant branches shall not have a domestic supply outlet and shall meet the design standards of the Snohomish County Public Utilities District No. 1.

(b) Service Main. New or replaced water mains serving fire hydrants shall meet the design standards of the Snohomish County Public Utilities District No. 1.

(c) Flow Requirements. Service mains supplying hydrants shall be designed to provide not less than 500 GPM at 20 pounds per square inch residual pressure over and above the computed maximum daily domestic consumption for the period of time specified in the Washington Survey and Rating Bureau's Grading Schedule, Table 4. In addition, service mains supplying hydrants shall provide the fire flow required to each building covered thereby at the number of GPM specified in IFC, ~~2012 Edition~~, Appendix B, except as to single-family dwellings. The Fire Marshal may require data or design standards from a registered professional engineer, and construction in accordance therewith, in order to assure that the fire flow required will be achieved. (Ord. 897, Sec. 3 (Exh. B), 2013; Ord. 833, Sec. 3 (Exh. B), 2010; Ord. 775, Sec. 16, 2008)

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14.84.080 Plan Approval Required.

- (a) Prior to the installation of any new hydrants or mains serving hydrants, the developer shall provide plans for review to the recognized water purveyor and Fire Marshal.
- (b) Upon completed installation, and acceptance by the recognized water purveyor and the Fire Marshal, the Fire Marshal shall be provided with two copies of the accurate and identifiable as-built drawings or plans showing the location of all mains, hydrant branches, valves and fire hydrants installed. (Ord. 897, Sec. 3 (Exh. B), 2013; Ord. 833, Sec. 3 (Exh. B), 2010; Ord. 775, Sec. 16, 2008)

14.84.090 Plan Submittal Review.

The Fire Marshal, prior to the issuance of a development construction permit for any new or altered commercial building, plat development or residential complex, shall certify that the plans have been reviewed. If the plans are found to be in compliance with this chapter, IFC and applicable standards, a notice of approval for issuance of a building permit shall be forwarded to the Building Official. Such approval shall be based on the provisions of this chapter being satisfied either:

- (a) Prior to start of any construction;
- (b) Prior to the issuance of the certificate of occupancy for the building. (Ord. 897, Sec. 3 (Exh. B), 2013; Ord. 833, Sec. 3 (Exh. B), 2010; Ord. 775, Sec. 16, 2008)

(c) All applications for construction permits referenced in IFC Section 105.7 shall include the following:

(1) Completed City of Lake Stevens Permit application.

(2) Cut sheets for all devices to be altered or installed

(3) Shop drawings, floor plans and working plans with all notes, legends and calculations per applicable NFPA standard as referenced in Chapter 9 of the IFC.

(4) Evidence of contractor/system designer qualification.

(i) Sprinkler system: System designer qualifications shall be in compliance with WAC 12-80 and RCW 18.160.

(ii) Fire alarm system: System designer shall have a minimum level III National Institute for Certification in Engineering Technologies (NICET) certification for fire alarm systems.

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Commented [MM6]: Section added to clarify required permit documentation and designer qualifications.

Commented [RW7]: Is shop drawing defined – is there a more appropriate term?

Commented [MM8R7]: Added floor plans and working plans. These are common terms for fire protection plan submittals.

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(iii) Hood suppression system: System designer shall have a certificate of design qualification issued by the suppression system manufacturer.

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14.84.100 ~~Waiver and Modification~~

(a) Where there are practical difficulties involved in carrying out the provisions of this code or provisions of the IFC, the Fire Marshal shall have the authority to grant modifications for individual cases, provided the Fire Marshal shall first find that special individual reason makes the strict letter of this code or provisions of the IFC impractical and the modification is in compliance with the intent and purpose of this code and that such modification does not lessen health, life and fire safety requirements. The Fire Marshal may, subject to acceptance of recognized water purveyor, grant a waiver of or modification to the standards contained in Sections 14.84.060 (Hydrant Standards) and 14.84.070 (Piping and Flow Standards) if strict compliance with such standards would create a substantial hardship on the applicant and where such a waiver or modification does result in adequate fire protection.

Commented [MM9]: Removed Wavier language. A waiver or varience is permission to not comply with a code and the IFC does not allow willful non-compliance.

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(b) Waivers or mModification requestss shall be in writing, state the reasons therefore, and be provided to the fire district with which jurisdiction lies over the projectFire Marshal for review. A completed fire code modification application is required to be submitted as notice of written request. (Ord. 897, Sec. 3 (Exh. B), 2013; Ord. 833, Sec. 3 (Exh. B), 2010; Ord. 775, Sec. 16, 2008)

14.84.110 Obstruction Prohibited - Declared Nuisance - Abatement.

Obstructing the view, by any means, of a fire hydrant for a distance of 75 feet from any direction of vehicular approach is prohibited. Any violation of this section is declared a public nuisance, subject to immediate abatement and application of the civil penalty provided for herein. (Ord. 897, Sec. 3 (Exh. B), 2013; Ord. 833, Sec. 3 (Exh. B), 2010; Ord. 775, Sec. 16, 2008)

14.84.120 Authority of Water Purveyor.

Nothing in this chapter, nor any rules and regulations as may be adopted by the Fire Marshal pursuant to this chapter, shall be construed to prohibit water purveyors from imposing more stringent requirements for the construction of water mains and fire hydrants.(Ord. 897, Sec. 3 (Exh. B), 2013; Ord. 833, Sec. 3 (Exh. B), 2010; Ord. 775, Sec. 16, 2008)

14.84.130 ~~Subsection Section 903 of the IFC 2012 Edition Superseded.~~

Subsection Section 903 of the IFC 2012 Edition is deleted in its entirety and replaced by Sections 14.84.140 through 14.84.170. (Ord. 897, Sec. 3 (Exh. B), 2013; Ord. 833, Sec. 3 (Exh. B), 2010; Ord. 775, Sec. 16, 2008)

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14.84.140 Fire Extinguishing Systems.

(a) Fire extinguishing systems required in this fire code shall be installed in accordance with the requirements of this section.

(1) The Fire Department ~~hose-e~~Connections shall not be attached to an exterior wall of the protected structure. The location of the Fire Department ~~hose-e~~Connections shall be approved by the Fire Marshal.

(2) Rooms housing the control valves and sprinkler riser(s) shall be located in such a manner as to allow the door to exit directly to the outside of the structure and be a separate and distinct room. The room shall not be used for the storage of any material. This standard is not required in R-3 and R-4 occupancies.

(3) The type and model key box system required shall be The Knox Company and based on the criteria listed below:

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(i) Buildings with less than five stories: Model 3200 series with side hinge.

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(ii) Hazardous Materials Facilities with site specific plans per Snohomish County LEPC: Data Storage Cabinet.

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(iii) Buildings of five or more stories: Data Storage Cabinet.

The Fire Marshal may approve other data storage boxes and Hazardous Material Data Cabinets which are equivalent to those listed herein. A Knox Box key box shall be installed per Fire Department guidelines at each fire sprinkler riser room.

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(iv) Keys to the riser room, main entrance, fire alarm panel, pull stations, and elevator and other building equipment rooms are to be locked inside the key box.

(v) Whenever the main entrance is located more than 100 feet away from the riser room key box, a second key box shall be installed at the main entrance.

(vi) Key boxes shall be mounted within 5 feet of the door to be served and at a height no more than 5 feet off of the finished floor or as approved by the fire marshal.

(4) In buildings used for high-piled combustible storage, fire protection shall be in accordance with Chapter 32 of the IFC.

(b) For the purposes of this section, area separation walls shall not define separate buildings.

(c) Alternative automatic fire extinguishing systems complying with Section 904 of the IFC 2012, shall be permitted in lieu of automatic sprinkler protection where recognized by the

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applicable standard and approved by the Fire Marshal. (Ord. 897, Sec. 3 (Exh. B), 2013; Ord. 833, Sec. 3 (Exh. B), 2010; Ord. 775, Sec. 16, 2008)

14.84.150 Automatic Fire Extinguishing Systems Required.

(a) Approved automatic sprinkler systems in new buildings and structures shall be provided in the locations described in this section with the exception of spaces or areas in telecommunications buildings used exclusively for telecommunications equipment, associated electrical power distribution equipment, batteries and standby engines, provided those spaces or areas are equipped throughout with an automatic fire alarm system and are separated from the remainder of the building by a wall with a fire-resistance rating of not less than one hour and a floor/ceiling assembly with a fire-resistance rating of not less than two hours.

(1) All newly constructed structures in excess of 10,000 square feet shall be provided with an approved automatic sprinkler system.

(2) Any existing structure that is modified to increase the square footage of the structure shall be provided with an approved sprinkler system if the total square footage of the new and existing areas exceeds 10,000 square feet.

(b) An automatic sprinkler system shall be installed in the following Group A occupancies:

(1) An automatic sprinkler system shall be provided throughout buildings and portions thereof used as Group A occupancies as provided in this section. For Group A-1, A-2, A-3, and A-4 occupancies, the automatic sprinkler system shall be provided throughout the floor area where the Group A-1, A-2, A-3 or A-4 occupancy is located, and in all floors between the Group A occupancy and the level of exit discharge. For Group A-5 occupancies, the automatic sprinkler system shall be provided in the spaces indicated in subsection (b)(6) of this section.

(2) Group A-1. An automatic sprinkler system shall be provided for Group A-1 occupancies where one of the following conditions exists:

- (i) The fire area exceeds 10,000 square feet (929 square meters);
- (ii) The fire area has an occupant load of 300 or more;
- (iii) The fire area is located on a floor other than the level of exit discharge; or
- (iv) The fire area contains a multi-theater complex.

(3) Group A-2. An automatic sprinkler system shall be provided for Group A-2 occupancies where one of the following conditions exists:

- (i) The fire area exceeds 5,000 square feet (464.5 square meters);
- (ii) The fire area has an occupant load of 300 or more; or
- (iii) The fire area is located on a floor other than the level of exit discharge.

(4) Group A-3. An automatic sprinkler system shall be provided for Group A-3 occupancies where one of the following conditions exists:

- (i) The fire area exceeds 10,000 square feet (929 square meters);
- (ii) The fire area has an occupant load of 300 or more; or
- (iii) The fire area is located on a floor other than the level of exit discharge.

(5) Group A-4. An automatic sprinkler system shall be provided for Group A-4 occupancies where one of the following conditions exists:

- (i) The fire area exceeds 10,000 square feet (929 square meters);
- (ii) The fire area has an occupant load of 300 or more; or
- (iii) The fire area is located on a floor other than the level of exit discharge.

(6) Group A-5. An automatic sprinkler system shall be provided in concession stands, retail areas, press boxes, and other accessory use areas in excess of 1,000 square feet (93 square meters).

(7) Nightclub. An automatic sprinkler system shall be provided throughout Group A-2 nightclubs as defined in the International Fire Code 2015 Edition.

~~(87)~~ Group B. An automatic sprinkler system shall be provided throughout buildings containing a Group B occupancy where one of the following conditions exists:

- (i) Where a Group B fire area exceeds 10,000 square feet (929 square meters);
- (ii) Where a Group B fire area is located more than three stories above grade; or
- (iii) Where the combined area of all Group B fire areas on all floors, including any mezzanines, exceeds 10,000 square feet (929 square meters).

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(iv) -An automatic sprinkler system shall be installed throughout all fire areas containing a Group B ambulatory health care facility occupancy when either of the following conditions exists at any time:

- a. Four or more care recipients are incapable of self-preservation.
- b. One or more care recipients who are incapable of self-preservation are located at other than the level of exit discharge serving and occupancy.

(98) Group E. An automatic sprinkler system shall be provided for Group E occupancies as follows:

- (i) Throughout all Group E fire areas greater than 10,000 square feet (929 square meters) in area.
- (ii) Throughout every portion of educational buildings below the level of exit discharge.
- (iii) Throughout all newly constructed Group E occupancies having an occupant load of 510 or more for more than 12 hours per week or four hours in any one day. A minimum water supply meeting the requirements of NFPA 13 2013 Edition shall be required. The Fire Marshal may reduce the fire flow requirement for buildings that are protected by an approved automatic sprinkler system.

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For the purpose of this section, additions exceeding 60 percent of the value of such building or structure, or alterations and repairs to any portion of a building or structure within a 12-month period that exceed 100 percent of the value of such building or structure, shall be considered new construction.

Exceptions:

Portable school classrooms shall be exempt from the requirement contained in this subsection (b)(8), provided the aggregate area of clusters of portable school classrooms does not exceed 65,000 square feet with an occupant load of 50 or less and clusters of portable school classrooms shall be separated as required in Chapter 5 of the 2012-International Building Code.

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Group E Day Care. When not required by other provisions of this chapter, a fire extinguishing system installed in accordance with NFPA 13 2013 may be used for increases and substitutions allowed in Sections 504.2 and 506.3 (Automatic Sprinkler

System Increase) and Table 601 (Fire-Resistance Rating Requirements for Building Elements) of the International Building Code, ~~2012 Edition~~.

(109) Group F. An automatic sprinkler system shall be provided throughout all buildings containing a Group F occupancy where one of the following conditions exists:

- (i) Where a Group F fire area exceeds 10,000 square feet (929 square meters);
- (ii) Where a Group F fire area is located more than three stories above grade; or
- (iii) Where the combined area of all Group F fire areas on all floors, including any mezzanines, exceeds 10,000 square feet (929 square meters).

Woodworking Operations. An automatic sprinkler system shall be provided throughout all Group F-1 occupancy fire areas that contain woodworking operations in excess of 2,500 square feet in area (232 square meters) which generate finely divided combustible waste or which use finely divided combustible materials.

(110) Group H. An automatic sprinkler system shall be installed in high-hazard occupancies.

(i) Group H-5 Occupancies. An automatic sprinkler system shall be installed throughout buildings containing Group H-5 occupancies. The design of the sprinkler system shall not be less than that required under the International Building Code for the occupancy hazard classifications in accordance with the following table.

Group H-5 Sprinkler Design Criteria

Location	Occupancy Hazard Classification
Fabrication areas	Ordinary Hazard Group 2
Service corridors	Ordinary Hazard Group 2
Storage rooms without dispensing	Ordinary Hazard Group 2

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Storage rooms with dispensing	Extra Hazard Group 2
Corridors	Ordinary Hazard Group 2

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Where the design area of the sprinkler system consists of a corridor protected by one row of sprinklers, the maximum number of sprinklers required to be calculated is 13.

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Pyroxylin Plastics. An automatic sprinkler system shall be provided in buildings, or portions thereof, where cellulose nitrate film or pyroxylin plastics are manufactured, stored or handled in quantities exceeding 100 pounds (45 kg).

(12+) Group I. An automatic sprinkler system shall be provided throughout buildings with a Group I fire area.

Exception: An automatic sprinkler system installed in accordance with Section [14.84.160](#)(c), (d) or (e) shall be allowed in Group I-1 facilities.

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(132) Group M. An automatic sprinkler system shall be provided throughout buildings containing a Group M occupancy where one of the following conditions exists:

- (i) Where a Group M fire area exceeds 10,000 square feet (929 square meters);
- (ii) -Where a Group M fire area is located more than three stories above grade; or
- (iii) -Where the combined area of all Group M fire areas on all floors, including any mezzanines, exceeds 10,000 square feet (929 square meters).

(iv) ~~-A Group M occupancy used for the display and sale of upholstered furniture or mattresses exceeds 5,000 square feet.~~ Where occupancies display or sell upholstered furniture regardless of fire area square footage.

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High-Piled Storage. An automatic sprinkler system shall be provided as required in Chapter ~~3223~~ of the IFC in all buildings of Group M where storage of merchandise is in high-piled or rack storage arrays.

(143) Group R. An automatic sprinkler system installed in accordance with Section [14.84.160](#) shall be provided throughout all buildings with a Group R fire area to include R-1, R-2, and R-3 occupancies.

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Exceptions:

R-1 congregate living facilities (transient) with 10 or fewer occupants are permitted to comply with the construction requirements for Group R-3.

R-3 buildings that do not contain more than two dwelling units. Adult care facilities that provide accommodations for five or fewer persons of any age for less than 24 hours. Child care facilities that provide accommodations for five or fewer persons of any age for less than 24 hours. Congregate living facilities with 16 or fewer persons. Adult care within a single-family home, adult family homes and family child day care homes are permitted to comply with the International Residential Code 2012-2015 Edition. Foster family care homes licensed by Washington State are permitted to comply with the International Residential Code 2012-2015 Edition, as an accessory use to a dwelling for six or fewer children including those of the resident family.

(154) Group S. An automatic sprinkler system shall be provided throughout all buildings containing a Group S occupancy where one of the following conditions exists:

- (i) Where a Group S fire area exceeds 10,000 square feet (929 square meters);
- (ii) Where a Group S fire area is located more than three stories above grade plane;
or
- (iii) Where the combined area of all Group S fire areas on all floors, including any mezzanines, exceeds 10,000 square feet (929 square meters).
- (iv) -A Group S-1 fire area used for the storage of commercial trucks or buses where the fire area exceeds 10,000 square feet (929 square meters).
 - a. Repair Garages. An automatic sprinkler system shall be provided throughout all buildings used as repair garages in accordance with Section 406 of the International Building Code 2012-2015 Edition, as follows:
 - 1. Buildings two or more stories in height, including basements, with a fire area containing a repair garage exceeding 10,000 square feet (929 square meters).
 - 2. One-story buildings with a fire area containing a repair garage exceeding 10,000 square feet (929 square meters).
 - 3. Buildings with a repair garage servicing vehicles parked in the basement.
 - 4. A Group S-1 fire area used for the repair of commercial trucks or buses where the fire area exceeds 10,000 square feet (929 square meters).

b. Bulk Storage of Tires. Buildings and structures where the area for the storage of tires exceeds 20,000 cubic feet (566 cubic meters) shall be equipped throughout with an automatic sprinkler system in accordance with Section 14.84.160(a).

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(165) Group S-2. An automatic sprinkler system shall be provided throughout buildings classified as an enclosed parking garage in accordance with Section 406.4 of the International Building Code 2012-2015 Edition.

(i) Where enclosed parking garage is located beneath other groups.

Exception: Enclosed parking garages located beneath Group R-3 occupancies.

(ii) Where the fire area of the enclosed parking garage exceeds 10,000 square feet (929 square meters).

(iii) Commercial Parking Garages. An automatic sprinkler system shall be provided throughout buildings used for commercial storage of automobiles, trucks or buses.

(176) All Occupancies ~~e~~ Except Groups R-3 and U. An automatic sprinkler system shall be installed in the locations set forth in subsections (b)(16)(i) through (iv) of this section. Exception: Group R-3 and Group U.

(i) Stories and Basements without Openings. An automatic sprinkler system shall be installed in every story or basement of all buildings where the floor area exceeds 1,500 square feet (139.4 square meters) and where there is not provided at least one of the following types of exterior wall openings:

a. Openings below grade that lead directly to ground level by an exterior stairway complying with Section 1009 of the IFC or an outside ramp complying with Section 1010 of the IFC. Openings shall be located in each 50 linear feet (15,240 millimeters), or fraction thereof, of exterior wall in the story on at least one side. The required openings shall be distributed such that the lineal distance between adjacent openings does not exceed 50 feet (15,240 mm).

b. Openings entirely above the adjoining ground level totaling at least 20 square feet (1.86 meters squared) in each 50 linear feet (15,240 mm) or fraction thereof of exterior wall in the story on at least one side. The required openings shall be distributed such that the lineal distance between adjacent openings does not exceed 50 feet (15,240 mm).

(ii) **Opening Dimensions and Access.** Openings shall have a minimum dimension of not less than 30 inches (762 millimeters). Such openings shall be accessible to the Fire Department from the exterior and shall not be obstructed in a manner that firefighting or rescue cannot be accomplished from the exterior.

(iii) **Openings on One Side Only.** Where openings in a story are provided on only one side and the opposite wall of such story is more than 75 feet (22,860 mm) from such openings, the story shall be equipped throughout with an approved automatic sprinkler system, or openings as specified above shall be provided on at least two sides of the story.

(iv) **-Basements.** Where any portion of a basement is located more than 75 feet (22,860 millimeters) from openings required by subsection (b)(16)(i) of this section, the basement shall be equipped throughout with an approved automatic sprinkler system.

(v) **Rubbish and Linen Chutes.** An automatic sprinkler system shall be installed at the top of rubbish and linen chutes and in their terminal rooms. Chutes extending through three or more floors shall have additional sprinkler heads installed within such chutes at alternate floors. Chute sprinklers shall be accessible for servicing.

(vi) **-Buildings More Than 55 Feet in Height.** An automatic sprinkler system shall be installed throughout buildings with a floor level having an occupant load of 30 or more that is located 55 feet (16,764 millimeters) or more above the lowest level of fire department vehicle access.

Exceptions:

- a. Airport control towers.
- b. Open parking structures.
- c. Occupancies in Group F-2.

(vii) **During Construction.** Automatic sprinkler systems required during construction, alteration and demolition operations shall be provided in accordance with Section 1413 IFC 2012 Edition.

(viii) **Ducts Conveying Hazardous Exhausts.** Where required by the International Mechanical Code, automatic sprinklers shall be provided in ducts conveying hazardous exhaust, flammable or combustible materials.

Exception: Ducts where the largest cross-sectional diameter of the duct is less than 10 inches (254 millimeters).

(ix) Commercial Cooking Operations. An automatic sprinkler system shall be installed in a commercial kitchen exhaust hood and duct system where an automatic sprinkler system is used to comply with Section 904 of the IFC.

(x) Other Required Suppression Systems. In addition to the requirements of this section, the provisions indicated in the following table also require the installation of a suppression system for certain buildings and areas.

Section	Subject	
914.2.1	Covered malls	Formatted Table
914.3.1	High rise buildings	Formatted: Font: (Default) Times New Roman, 12 pt
914.4.1	Atriums	Formatted: Font: (Default) Times New Roman, 12 pt
914.5.1	Underground structures	Formatted: Font: (Default) Times New Roman, 12 pt
914.6.1	Stages	Formatted: Font: (Default) Times New Roman, 12 pt
914.7.1	Special amusement buildings	Formatted: Font: (Default) Times New Roman, 12 pt
914.8.2, 914.8.5	Aircraft hangers	Formatted: Font: (Default) Times New Roman, 12 pt
914.9	Flammable finishes	Formatted: Font: (Default) Times New Roman, 12 pt
914.10	Drying Rooms	Formatted: Font: (Default) Times New Roman, 12 pt
914.11.1	Group B ambulatory health care facilities	Formatted: Font: (Default) Times New Roman, 12 pt
1028.6.2	Smoke-protected seating	Formatted: Font: (Default) Times New Roman, 12 pt
2108.2	Dry cleaning plants	Formatted: Font: (Default) Times New Roman, 12 pt
2108.3	Dry cleaning machines	Formatted: Font: (Default) Times New Roman, 12 pt
2404.2	Spray finishing in Group A, E, I, or R	Formatted: Font: (Default) Times New Roman, 12 pt
2309.3.2.6.2	Hydrogen motor fuel dispensing area canopies	Formatted: Font: (Default) Times New Roman, 12 pt
2404.4	Spray booths and rooms	Formatted: Font: (Default) Times New Roman, 12 pt

2405.2	Dip-tank rooms Group A, I, R	Formatted: Font: (Default) Times New Roman, 12 pt
2405.4.1	Dip tanks	Formatted: Font: (Default) Times New Roman, 12 pt
2405.9.1	Hardening & tempering tanks	Formatted: Font: (Default) Times New Roman, 12 pt
2703.10	HPM facilities	Formatted: Font: (Default) Times New Roman, 12 pt
2703.10.1	HPM work station exhaust	Formatted: Font: (Default) Times New Roman, 12 pt
2703.10.2	HPM gas cabinets	Formatted: Font: (Default) Times New Roman, 12 pt
2703.10.3	HPM corridors	Formatted: Font: (Default) Times New Roman, 12 pt
2703.10.4	HPM exhaust ducts	Formatted: Font: (Default) Times New Roman, 12 pt
2703.10.4.1	HPM noncombustible ducts	Formatted: Font: (Default) Times New Roman, 12 pt
2703.10.4.2	HPM combustible ducts	Formatted: Font: (Default) Times New Roman, 12 pt
2807.3	Lumber production conveyer rooms	Formatted: Font: (Default) Times New Roman, 12 pt
2808.7	Recycling facility conveyer rooms	Formatted: Font: (Default) Times New Roman, 12 pt
3006.1	Class A & B ovens	Formatted: Font: (Default) Times New Roman, 12 pt
3006.2	Class C & D ovens	Formatted: Font: (Default) Times New Roman, 12 pt
Table 3206.2	Storage fire protection	Formatted: Font: (Default) Times New Roman, 12 pt
3206.4	Storage	Formatted: Font: (Default) Times New Roman, 12 pt
5003.8.4.1	Gas rooms	Formatted: Font: (Default) Times New Roman, 12 pt
5003.8.5.3	Exhausted enclosures	Formatted: Font: (Default) Times New Roman, 12 pt
5004.5	Indoor storage of hazardous materials	Formatted: Font: (Default) Times New Roman, 12 pt
5005.1.8	Indoor dispensing of hazardous materials	Formatted: Font: (Default) Times New Roman, 12 pt
5104.1.1	Aerosol warehouses	Formatted: Font: (Default) Times New Roman, 12 pt
5106.3.2	Aerosol display and merchandising areas	Formatted: Font: (Default) Times New Roman, 12 pt
5204.5	Storage of more than 1,000 cubic feet of loose combustible fibers	Formatted: Font: (Default) Times New Roman, 12 pt

5306.2.1	Exterior medical gas storage room	Formatted: Font: (Default) Times New Roman, 12 pt
5306.2.2	Interior medical gas storage room	Formatted: Font: (Default) Times New Roman, 12 pt
5306.2.3	Medical gas storage cabinet	Formatted: Font: (Default) Times New Roman, 12 pt
5606.5.2.1	Storage of smokeless propellant	Formatted: Font: (Default) Times New Roman, 12 pt
5606.5.2.3	Storage of small arms primers	Formatted: Font: (Default) Times New Roman, 12 pt
5704.3.7.5.1	Flammable & combustible liquid storage rooms	Formatted: Font: (Default) Times New Roman, 12 pt
5704.3.8.4	Flammable & combustible liquid storage warehouses	Formatted: Font: (Default) Times New Roman, 12 pt
5705.3.7.3	Flammable & combustible liquid gas Group H-2 or H-3 areas	Formatted: Font: (Default) Times New Roman, 12 pt
6004.1.2	Gas cabinets for highly toxic & toxic gas	Formatted: Font: (Default) Times New Roman, 12 pt
6004.1.3	Exhausted enclosures for highly toxic & toxic gas	Formatted: Font: (Default) Times New Roman, 12 pt
6004.2.2.6	Gas rooms for highly toxic & toxic gas	Formatted: Font: (Default) Times New Roman, 12 pt
6004.3.3	Outdoor storage for highly toxic & toxic gas	Formatted: Font: (Default) Times New Roman, 12 pt
6504.1.1	Pyroxylin plastic storage cabinets	Formatted: Font: (Default) Times New Roman, 12 pt
6504.1.3	Pyroxylin plastic storage vaults	Formatted: Font: (Default) Times New Roman, 12 pt
6504.2	Pyroxylin plastic storage & manufacturing	Formatted: Font: (Default) Times New Roman, 12 pt
International Building Code	Sprinkler requirements as set forth in Section 903.2.13 of the International Building Code	Formatted: Font: (Default) Times New Roman, 12 pt

(Ord. 897, Sec. 3 (Exh. B), 2013; Ord. 833, Sec. 3 (Exh. B), 2010; Ord. 775, Sec. 16, 2008)

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14.84.160 Installation Requirements.

Automatic sprinkler systems shall be designed and installed in accordance with this section.

(a) NFPA 13 Sprinkler Systems. Where the provisions of this fire code require that a building or portion thereof be equipped throughout with an automatic sprinkler system in accordance with this section, sprinklers shall be installed throughout in accordance with NFPA 13 2013 Edition except as provided in this chapter.

(b) Exempt Locations. Automatic sprinklers shall not be required in the following rooms or areas where such rooms or areas are protected with an approved automatic fire detection system in accordance with Section 907.2 of the IFC that will respond to visible or invisible particles of combustion. Sprinklers shall not be omitted from any room merely because it is damp, of fire-resistance-rated construction or contains electrical equipment.

(1) Any room where the application of water, or flame and water, constitutes a serious life or fire hazard.

(2) Any room or space where sprinklers are considered undesirable because of the nature of the contents, when approved by the Fire Marshal.

(3) Generator and transformer rooms separated from the remainder of the building by walls and floor/ceiling or roof/ceiling assemblies having a fire-resistance rating of not less than two hours.

(4) In rooms or areas that are of noncombustible construction with wholly noncombustible contents.

(5) Fire service access elevator machine rooms and machinery spaces.

(c) NFPA 13R Sprinkler Systems. Where allowed in buildings of Group R, up to and including four stories in height, automatic sprinkler systems shall be installed throughout in accordance with NFPA 13R 2013 Edition.

(1) Balconies. Sprinkler protection shall be provided for exterior balconies and ground floor patios of dwelling units where the building is of Type V construction. Sidewall sprinklers that are used to protect such areas shall be permitted to be located such that their deflectors are within one inch (25 mm) to six inches (152 mm) below the structural members, and a maximum distance of 14 inches (356 mm) below the deck of the exterior balconies that are constructed of open wood joist construction.

Exception: Sprinkler protection is exempt if there is no roof, canopy or upper deck projecting over the balcony or deck.

(d) NFPA 13D Sprinkler Systems. Where allowed, automatic sprinkler systems installed in one- and two-family dwellings shall be installed throughout in accordance with NFPA 13D 2013 Edition.

(e) Quick-Response and Residential Sprinklers. Where automatic sprinkler systems are required by this fire code, quick-response or residential automatic sprinklers shall be installed in the following areas in accordance with NFPA standards and other listings:

- (1) Throughout all spaces within a smoke compartment containing patient sleeping units in Group I-2 in accordance with the International Building Code.
- (2) Dwelling units and sleeping units in Group R and I-1 occupancies.
- (3) Light-hazard occupancies as defined in NFPA 13 2013 Edition.

(f) Obstructed Locations. Automatic sprinklers shall be installed with due regard to obstructions that will delay activation or obstruct the water distribution pattern. Automatic sprinklers shall be installed in or under covered kiosks, displays, booths, concession stands, or equipment that exceeds four feet (1,219 mm) in width. Not less than a three-foot (914 mm) clearance shall be maintained between automatic sprinklers and the top of piles of combustible fibers.

Exception: Kitchen equipment under exhaust hoods protected with a fire-extinguishing system in accordance with Section 904 of the IFC.

(g) Actuation. Automatic sprinkler systems shall be automatically actuated unless specifically provided for in this fire code.

(h) Water Supplies. Water supplies for automatic sprinkler systems shall comply with this section and NFPA standards. The potable water supply shall be protected against backflow in accordance with the requirements of this section and the Uniform Plumbing Code ~~2012~~2015 Edition.

- (1) Domestic Services. Where the domestic service provides the water supply for the automatic sprinkler system, the supply shall be in accordance with this section.
- (2) Limited Area Sprinkler Systems. Limited area sprinkler systems serving fewer than 20 sprinklers on any single connection are permitted to be connected to the domestic

service where a wet automatic standpipe is not available. Limited area sprinkler systems connected to domestic water supplies shall comply with each of the following requirements:

(i) Valves shall not be installed between the domestic water riser control valve and the sprinklers. Exception: An approved indicating control valve supervised in the open position in accordance with Section 14.84.170.

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(ii) The domestic service shall be capable of supplying the simultaneous domestic demand and the sprinkler demand required to be hydraulically calculated by NFPA 13, NFPA 13R or NFPA 13D 2013 Edition.

(3) Residential Combination Services. A single combination water supply shall be permitted; provided, that the domestic demand is added to the sprinkler demand as required by NFPA 13R 2013 Edition.

(4) Secondary Water Supply. A secondary on-site water supply equal to the hydraulically calculated sprinkler demand, including the hose stream requirement, shall be provided for high-rise buildings in Seismic Design Category C, D, E or F as determined by the International Building Code. The secondary water supply shall have a duration not less than 30 minutes as determined by the occupancy hazard classification in accordance with NFPA 13 2013 Edition. Exception: Existing buildings.

(i) ~~Hose Threads. Fire hose threads used in connection with automatic sprinkler systems shall be approved and shall be compatible with Fire Department hose threads.~~ Fire Department Connections shall be a four-inch Storz coupling. Fire hose threads used in connection with interior standpipe connections shall be to National Standard and of sizing in accordance with Section 905 of IFC 2015 Edition. (Ord. 897, Sec. 3 (Exh. B), 2013; Ord. 833, Sec. 3 (Exh. B), 2010; Ord. 775, Sec. 16, 2008)

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14.84.170 Sprinkler System Monitoring and Alarms.

(a) Alarms. All new fire alarm systems shall be addressable systems. Only one fire panel per building, a fire wall or other means of separation for this purpose does not constitute two separate spaces requiring individual panels. Combination alarms will not be allowed within the City Limits. For purpose of this section, combination alarm shall include devices combining burglary and fire alarms, devices combining burglary and hold-up alarms, and devices combining burglary and trouble alarms. There must be a distinct separation in the transmittal of any specific alarm activation. Fire alarm control panels shall be installed in the sprinkler riser room and an annunciator panel shall be installed at the main entrance. For non-sprinklered buildings, the FACP location shall be coordinated with the Fire Marshal. Alarms. A fire alarm annunciator panel

shall be installed in the fire sprinkler riser room. This panel shall have capabilities to view the activated zone and be able to silence and reset the alarm.

(b) All valves controlling the water supply for automatic sprinkler systems, pumps, tanks, water levels and temperatures, critical air pressures and water flow switches on all sprinkler systems shall be electrically supervised by a listed fire alarm control panel.

Exceptions:

- (1) Automatic sprinkler systems protecting one- and two-family dwellings.
 - (i) Automatic sprinkler systems installed in accordance with NFPA 13R where a common supply main is used to supply both domestic water and the automatic sprinkler system, and a separate shutoff valve for the automatic sprinkler system is not provided.
 - (ii) Jockey pump control valves that are sealed or locked in the open position.
 - (iii) Control valves to commercial kitchen hoods, paint spray booths or dip tanks that are sealed or locked in the open position.
 - (iv) Valves controlling the fuel supply to fire pump engines that are sealed or locked in the open position.
 - (v) Trim valves to pressure switches in dry, pre-action and deluge sprinkler systems that are sealed or locked in the open position.

(c) Signals. Alarm, supervisory and trouble signals shall be distinctly different and shall be automatically transmitted to an approved central station, remote supervising station or proprietary supervising station as defined in NFPA 72 2013 Edition or, when approved by the Fire Marshal, shall sound an audible signal at a constantly attended location.

Exceptions:

- (1) Underground key or hub valves in roadway boxes provided by the City of Lake Stevens or public utility are not required to be monitored.
- (2) Backflow prevention device test valves, located in limited area sprinkler system supply piping, shall be locked in the open position. In occupancies required to be equipped with a fire alarm system, the backflow preventer valves shall be electrically supervised by a

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tamper switch installed in accordance with NFPA 72 2013 Edition and separately annunciated.

(d) Alarms. Approved audible devices shall be connected to ~~all~~ every automatic sprinkler systems. Such sprinkler water flow alarm devices shall be activated by water flow equivalent to the flow of a single sprinkler of the smallest orifice size installed in the system. Alarm devices shall be provided on the exterior of the building in an approved location.

Exceptions:

(1) Looped, non-stagnant automatic sprinkler systems in compliance with NFPA 13D 2013 Edition and the International Residential Code 2015 Edition.

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Where a fire alarm system is installed, actuation of the automatic sprinkler system shall actuate the building fire alarm system.

(e) Floor Control Valves. Approved supervised control valves shall be provided at the point of connection to the riser on each floor in high-rise buildings.

(f) Testing and Maintenance. Sprinkler systems shall be tested and maintained in accordance with Sections 901 through 903 and 907 through 914 IFC ~~2012 Edition~~, NFPA 13 2013 Edition and NFPA 72 2013 Edition.

(g) Existing Buildings. The provisions of this section are intended to provide a reasonable degree of safety in existing structures not complying with the minimum requirements of the International Building Code by requiring installation of an automatic fire-extinguishing system.

(1) Pyroxylin Plastics. All structures occupied for the manufacture or storage of articles of cellulose nitrate (pyroxylin) plastic shall be equipped with an approved automatic fire-extinguishing system where required in Chapter 64 IFC 2012 Edition.

(2) Group I-2. An automatic sprinkler system shall be provided throughout Group I-2 fire areas where required in Chapter ~~1164~~ IFC ~~2012-2015~~ Edition. (Ord. 897, Sec. 3 (Exh. B), 2013; Ord. 833, Sec. 3 (Exh. B), 2010; Ord. 775, Sec. 16, 2008; Ord. 694, Sec. 2, 2004; Ord. 657, Sec. 4, 2001; Ord. 468, Sec. 3, 1995)

14.84.180 Fire Apparatus Access Roads.

(a) Where Required. Fire apparatus access roads shall be provided and maintained in accordance with Sections (a)(1) through (a)(3).

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(1) Buildings and facilities. Approved fire apparatus access roads shall be provided for every facility, building or portion of a building hereafter constructed or moved into or

within the jurisdiction. The fire apparatus access road shall comply with the requirements of this section and shall extend to within 150 feet (45 720 mm) of all portions of the facility and all portions of the exterior walls of the first story of the building as measured by an approved route around the exterior of the building or facility.

Exceptions:

1. The Fire Marshal is authorized to increase the dimension of 150 feet (45 720 mm) where any of the following conditions occur:

1.1. The building is equipped throughout with an approved automatic sprinkler system installed in accordance with LSMC 14.84.150.

1.2. There are not more than two Group U occupancies or the building is on a residential lot and not to be used as a dwelling.

2. Where approved by the Fire Marshal, fire apparatus access roads shall be permitted to be exempted or modified for solar photovoltaic power generation facilities.

(2) Additional access. The Fire Marshal is authorized to require more than one fire apparatus access road based on the potential for impairment of a single road by vehicle congestion, condition of terrain, climatic conditions or other factors that could limit access.

(3) High-piled storage. Fire department vehicle access to buildings used for high-piled combustible storage shall comply with the applicable provisions of Chapter 32 of the IFC 2015 Edition.

(b) Specifications. Fire apparatus access roads shall be installed and arranged in accordance with Sections (b)(1) through (b)(8).

(1) Dimensions. Fire apparatus access roads shall have an unobstructed width of not less than 20 feet (6096mm), exclusive of shoulders, except for approved security gates in accordance with Section 503.6 of the IFC 2015 Edition, and an unobstructed vertical clearance of not less than 13 feet 6 inches (4115 mm).

(2) Authority. The Fire Marshal shall have the authority to require or permit modifications to the required access widths where they are inadequate for fire or rescue operations or where necessary to meet the public safety objectives of the jurisdiction.

(3) Surface. Fire apparatus access roads shall be designed and maintained to support the imposed loads of fire apparatus and shall be surfaced so as to provide all-weather driving capabilities.

(4) Turning radius. The required turning radius of a fire apparatus access road shall be determined by the Fire Marshal.

(5) Dead ends. Dead-end fire apparatus access roads in excess of 150 feet (45 720 mm) in length shall be provided with an approved area for turning around fire apparatus.

(6) Bridges and elevated surfaces. Where a bridge or an elevated surface is part of a fire apparatus access road, the bridge shall be constructed and maintained in accordance with AASHTO HB-17. Bridges and elevated surfaces shall be designed for a live load sufficient to carry the imposed loads of fire apparatus. Vehicle load limits shall be posted at both entrances to bridges where required by the Fire Marshal. Where elevated surfaces designed for emergency vehicle use are adjacent to surfaces that are not designed for such use, approved barriers, approved signs or both shall be installed and maintained where required by the Fire Marshal.

(7) Grade. The grade of the fire apparatus access road shall be within the limits established by the Fire Marshal based on the fire department's apparatus.

(8) Angles of approach and departure. The angles of approach and departure for fire apparatus access roads shall be within the limits established by the Fire Marshal based on the fire department's apparatus.

(c) Marking. Fire lanes shall be marked with painting/outlining or signage or a combination thereof as outlined below. Requirements for fire lanes to be marked using both paint and signs in conjunction shall be determined by the Fire Marshal. Said specifications shall include, but are not limited to the following:

(1) Signs shall measure 12 inches by 18 inches and have red letters on a white reflective background.

(2) Signs shall be metal construction only. Plastic or wooden signs are not acceptable.

(3) Signs shall be mounted at a minimum height of four (4) feet to the maximum of seven (7) feet.

(4) Signs shall be placed along the fire lane at intervals not to exceed fifty (50) feet and as designated by the Fire Marshal.

(5) Signs and striping shall be required on both sides of a fire lane when the fire lane is less than twenty-six (26) feet in width.

(6) Outlining or painting the fire lane and hydrant zone on the roadway surfaces shall be done as follows:

(i) Curb top and side shall be painted red and the words, "NO PARKING-FIRE LANE" shall be stenciled in reflective white on the top and side of all red curbs at

a maximum interval of 50 feet. Letters shall be a minimum of three inches (3") in height with a minimum 3/4 inch stroke.

(ii) Alternatively, if the roadway has no curbing, a 6 inch wide red stripe with the words "NO PARKING-FIRE LANE" in reflective white may be painted along the curb and parallel with the roadway. The lettering shall be a minimum 3 inches high with a 3/4 inch stroke.

NO PARKING-FIRE LANE

(7) Existing fire lanes shall continue in effect as installed until such time as they are in need of re-stripping due to wear or re-paving. Responsibility for properly maintaining the fire lanes and signs shall be that of the owner of the property or owner's designee.

(d) Obstruction of fire apparatus access roads. Fire apparatus access roads shall not be obstructed in any manner, including the parking of vehicles. The minimum widths and clearances established in Sections (b)(1) and (b)(2) shall be maintained at all times.

(1) Traffic calming devices. Traffic calming devices shall be prohibited unless approved by the Fire Marshal.



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CITY OF LAKE STEVENS
LAKE STEVENS, WASHINGTON

ORDINANCE NO. 972

AN ORDINANCE OF THE CITY OF LAKE STEVENS, AMENDING PORTIONS OF ORD. NO. 833, 811, 778, AND 746 CODIFIED AS LAKE STEVENS MUNICIPAL CODE (LSMC) CHAPTER 14.80 ENTITLED "BUILDING AND CONSTRUCTION"; AND AMENDING PORTIONS OF ORD. NO. 775 CODIFIED AS LSMC CHAPTER 14.84 ENTITLED "FIRE CODE" - REVISING AND UPDATING THESE CITY REGULATIONS TO COMPLY WITH WASHINGTON STATE'S ADOPTION OF THE 2015 INTERNATIONAL CODE COUNCIL EDITIONS OF INTERNATIONAL CODES; AND PROVIDING FOR SEVERABILITY AND EFFECTIVE DATE.

WHEREAS, in November 2015, the Washington State Building Code Council voted to adopt the 2015 Editions of the International Code Group, with some changes; and

WHEREAS, these new codes became effective in Washington State on July 1, 2016; and

WHEREAS, state building code regulations (RCW 19.27.031) require all counties and cities to have state building codes in effect; and

WHEREAS, the City Council finds that adoption of "Building and Construction" and "Fire Code" and Fire Code Appendices "C" and "D" regulations are instrumental in protecting personal property, health and safety of the general public; and

WHEREAS, this action is exempt from the requirements of the State Environmental Policy Act pursuant to WAC 197-11-800(19) (b) and LSMC 16.04; and

WHEREAS, draft amendments to Chapters 14.80 and 14.84 LSMC were sent to the Washington State Department of Commerce as required by the Growth Management Act on July 28, 2016; and

WHEREAS, the Department of Commerce granted expedited review of the proposed code amendments on August 23, 2016; and

WHEREAS, amendments to Chapters 14.80 and 14.84 LSMC are not required for review before the Planning Commission pursuant to LSMC 14.16C.075(e)(2) and (3); and

WHEREAS, the city opted to hold a duly-noticed a public hearing with the Planning Commission on August 3, 2016 to discuss the implications of the 2015 code updates and the adoption of Fire Code Appendices "C" and "D";

WHEREAS, the City noticed the City Council public hearing in the Everett Herald twice, once on December 16 and again on December 31, 2016; and

WHEREAS, the City Council held a duly noticed public hearing on the revision and update of the "Building and Construction" and "Fire Code" regulations on January 10, 2017 pursuant to LSMC 14.16C.075(g).

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

SECTION 1. The City Council hereby makes the following findings:

- A. The proposed ordinance for revising and updating the City’s “Building and Construction” regulations and “Fire Code” regulations and adoption of the Washington State Building Codes was sent to the Washington State Department of Commerce with a request for expedited review on July 28, 2016 as required by the Growth Management Act and received approval on August 23, 2016.
- B. The requirements of Chapter 14.16C.075 LSMC for land use code amendments have been met.
- C. As required by LSMC 14.16C.075(f), the adoption and amendment of codes in ordinance sections in the attached Exhibits A and B are consistent with the Comprehensive Plan, comply with the Growth Management Act, and serve to advance the public health, safety, and welfare.

SECTION 2. Chapter 14.80 entitled “BUILDING AND CONSTRUCTION” of the Lake Stevens Municipal Code is hereby amended to read as referenced and incorporated in Attached **Exhibit A**.

SECTION 3. Chapter 14.84 entitled “FIRE CODE“ of the Lake Stevens Municipal Code is hereby amended to read as referenced, amended and incorporated by reference in Attached **Exhibit B**.

SECTION 4. Severability. If any section, subsection, sentence, clause, phrase, or word of this Ordinance should be held to be invalid or unconstitutional by a court of competent jurisdiction, such invalidity or unconstitutionality shall not affect the validity or constitutionality of any other section, subsection, sentence, clause, phrase, or word of this Ordinance.

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

PASSED by the City Council of the City of Lake Stevens this 10th day of January, 2017.

John Spencer, Mayor

ATTEST/AUTHENTICATION:

By: _____
Kathy Pugh, Deputy City Clerk

APPROVED AS TO FORM:

Grant K. Weed, City Attorney

First and Final Reading: January 10, 2017
Published:
Effective Date:

EXHIBIT A

Chapter 14.80 Building & Construction Code Correction Amendments As Attached

EXHIBIT B

Chapter 14.84 Fire Code Amendments As Attached

LAKE STEVENS CITY COUNCIL
STAFF REPORT

Council Agenda

Date: January 10, 2017

Subject: Authorize Mayor to Enter Into Professional Services Agreement with Mary Swenson for Consultant Services

Contact	Budget	Not to Exceed
Person/Department: <u>John Spencer, Mayor</u>	Impact:	<u>\$21,000.00</u>

RECOMMENDATION(S)/ACTION REQUESTED OF COUNCIL: **Authorize the Mayor to enter into a Professional Services Agreement to provide Consultant Services**

SUMMARY/BACKGROUND: Beginning in late 2015 through 2016 the City retained the services of Mary Swenson to act as Interim City Administrator. During this time Ms. Swenson was instrumental in securing funding for capital projects including for the development of a downtown Civic Center, and for an Interchange Justification Report for improvements to the east merge of US Highway 2 at the Trestle and 20th SE. Ms. Swenson was also instrumental in making key legislative and congressional contacts in tandem with the City's government relations specialist, and in making changes and developing efficiencies at City Hall that have resulted in improved staff morale.

The City now has a new City Administrator, Gene Brazel. However, to continue to move forward and continue to accomplish the goals the City has set for itself it is important that Ms. Swenson be retained to share her knowledge with the Mr. Brazel, thus providing for a seamless transition.

APPLICABLE CITY POLICIES: N/A

BUDGET IMPACT: Not to exceed \$21,000

ATTACHMENTS:

Attachment A: Professional Services Agreement between City of Lake Stevens, Washington and Mary Swenson for Consultant Services

ATTACHMENT A

PROFESSIONAL SERVICES AGREEMENT BETWEEN CITY OF LAKE STEVENS, WASHINGTON AND MARY SWENSON FOR CONSULTANT SERVICES

THIS AGREEMENT (“Agreement”) is made and entered into by and between the City of Lake Stevens, Washington, a Washington State municipal corporation (“City”), and Mary Swenson, (“Consultant”).

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

ARTICLE I. PURPOSE

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

ARTICLE II. SCOPE OF SERVICES

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

ARTICLE III. OBLIGATIONS OF THE CONSULTANT

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

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

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

In the event that the Consultant shall default on this Agreement or in the event that this Agreement shall be terminated prior to its completion as herein provided, all work product of the Consultant, along with a summary of work as of the date of default or termination, shall become the property of the City. Upon request, the Consultant shall tender the work product and summary to the City. Tender of said work product shall be a prerequisite to final payment under this Agreement. The summary of work done shall be prepared at no additional cost to the City.

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

III.3 TERM. The term of this Agreement shall commence upon execution of this agreement and shall terminate on April 28, 2017 or earlier upon mutual agreement of the parties.

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

III.5 INSURANCE.

a. Insurance Term

The Consultant shall procure and maintain for the duration of the Agreement, insurance against claims for injuries to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the Consultant, its agents, representatives, or employees.

b. Minimum Scope of Insurance - Consultant shall obtain insurance of the types described below:

- (1). Automobile Liability insurance covering all owned, non-owned, hired and leased vehicles. Coverage shall be written on Insurance Services Office (ISO) form CA 00 01 or a substitute form providing equivalent liability coverage.

c. Minimum Insurance. Consultant shall maintain the following insurance limits for Automobile Liability: \$1,000,000 combined single limit per accident for bodily injury and property damage.

d. Notice of Cancellation. In the event that the Consultant receives notice (written, electronic or otherwise) that any of the above required insurance coverage is being

cancelled and/or terminated, the Consultant shall immediately (within forty-eight (48) hours) provide written notification of such cancellation/termination to the City.

e. **Acceptability of Insurers.** Insurance to be provided by Consultant shall be with insurers with a current A.M. Best rating of no less than A:VII or if not rated by Best, with minimum surpluses the equivalent of Best VII rating.

f. **Claims-made Basis.** Unless approved by the City all insurance policies shall be written on an "Occurrence" policy as opposed to a "Claims-made" policy. The City may require an extended reporting endorsement on any approved "Claims-made" policy.

III.6 INDEPENDENT CONTRACTOR.

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

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

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

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

III.7 **CONFLICTS OF INTEREST.** The Consultant agrees to and shall notify the City of any potential conflicts of interest in Consultant's client base and shall obtain written permission from the City prior to providing services to third parties where a conflict or potential conflict of interest is apparent. If the City determines in its sole discretion that a conflict is irreconcilable, the City reserves the right to terminate this Agreement.

III.8 **CITY CONFIDENCES.** The Consultant agrees to and will keep in strict confidence, and will not disclose, communicate or advertise to third parties without specific prior written consent from the City in each instance, the confidences of the City or any information regarding the City or services provided to the City.

ARTICLE IV. OBLIGATIONS OF THE CITY

IV.1 PAYMENTS.

a. The Consultant shall be paid by the City for services rendered under this Agreement as described in the Scope of Services and as provided in this section. The Consultant shall be paid \$85.00 per hour for services rendered. In no event shall the amount paid to the Consultant exceed \$21,000 for the duration of this contract.

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

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

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

IV.3 MAINTENANCE/INSPECTION OF RECORDS.

a. The Consultant shall maintain all books, records, documents and other evidence pertaining to the costs and expenses allowable under this Agreement in accordance with generally accepted accounting practices. All such books and records required to be maintained by this Agreement shall be subject to inspection and audit by representatives of the City and/or the Washington State Auditor at all reasonable times, and the Consultant shall afford the proper facilities for such inspection and audit. Representatives of the City and/or the Washington State Auditor may copy such books, accounts and records where necessary to conduct or document an audit. The Consultant shall preserve and make available all such books of account and records for a period of three (3) years after final payment under this Agreement. In the event that any audit or inspection identifies any discrepancy in such financial records, the Consultant shall provide the City with appropriate clarification and/or financial adjustments within thirty (30) calendar days of notification of the discrepancy.

b. Public Records

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

Consultant will provide the City with an estimate of reasonable time needed to fulfill the records request.

ARTICLE V. GENERAL

V.1 **NOTICES.** Notices shall be sent as follows:

<p><u>To the City:</u></p> <p>City of Lake Stevens Attn: City Clerk 1812 Main Street (Physical Address) Post Office Box 257 (Mailing Address) Lake Stevens, WA 98258</p>	<p><u>To the Consultant:</u></p> <p>Mary Swenson 430 – 81st Avenue SE Lake Stevens, WA 98258</p>
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Receipt of any notice shall be deemed effective three (3) days after deposit of written notice in the U.S. mail with proper postage and address.

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

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

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

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

V.5 **SEVERABILITY.**

a. If a court of competent jurisdiction holds any part, term or provision of this Agreement to be illegal or invalid, in whole or in part, the validity of the remaining provisions shall not be affected, and the parties' rights and obligations shall be construed and enforced as if the Agreement did not contain the particular provision held to be invalid.

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

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

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

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

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

V.10 **COUNTERPARTS.** This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same Agreement.

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

DATED this _____ day of January, 2017.

<p>CITY OF LAKE STEVENS</p> <p>By: _____ John Spencer, Mayor</p>	<p>CONSULTANT</p> <p>_____ Mary Swenson</p>
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APPROVED AS TO FORM:

By: _____
Grant K. Weed, City Attorney

Exhibit A Scope of Services

Purpose: The Consultant is retained to assist the Mayor, City Administrator and City Council to continue its efforts to secure state and federal funding for transportation and Civic Center projects, and to assist in the transition to a new permanent City Administrator.

Discussion: During 2016 the City Council and the Mayor were successful in their efforts to secure funding for the initial development of the downtown Civic Center and funding for an Interchange Justification Report (“IJR”) for the east end merge onto the Highway 2 Trestle. During the upcoming 2017 legislative session, Council and Mayor intend to continue their pursuit of state funding for implementation of the City’s downtown subarea plan and to pursue federal funding for upgrade of the east end intersection onto the Highway 2 Trestle.

Mary Swenson was instrumental in making key contacts, developing legislative and congressional messages and follow-through with Doug Levy, the City’s contracted government relations specialist, to advance the City’s legislative agenda.

During her term as Interim City Administrator, Mary Swenson initiated and completed many organizational changes and staffing adjustments to achieve improved efficiencies and improve staff morale. With retention of a permanent City Administrator, Gene Brazel, it is important that Mary be available to share and explain the background and status of each of these changes, as well as planned changes, to Gene Brazel.

Therefore, the following services, as task orders, will be assigned to Mary Swenson by the Mayor or City Administrator as appropriate:

TASK ONE: Assist Mayor and Council President to finalize agenda and coordinate with staff development of background material needed for the City Council Retreat scheduled for January 20-21, 2017.

TASK TWO: Attend Retreat and participate in deliberations.

TASK THREE: Prepare, for City Council approval, a proposed system of comparable cities to be used in establishing personnel compensation for city executives to be included in City Personnel Rules.

TASK FOUR: Assist Mayor, City Administrator and Council to coordinate attendance at National League of Cities annual Congressional Visit scheduled for March 2017.

TASK FIVE: Assist Mayor, City Administrator and Council in coordination with Doug Levy to advance Lake Stevens’ legislative agenda during the 2017 legislative session.

TASK SIX: Attend Association of Washington Cities, “City Action Days”, during the 2017 legislative session.

TASK SIX: Provide background and advice to City Administrator regarding City staffing, development and organization to assist in his start-up as City Administrator for Lake Stevens.



LAKE STEVENS CITY COUNCIL
STAFF REPORT

Council Agenda January 10, 2017
Date: _____

Subject: Grade Road Development Agreement

Contact	Russ Wright	Budget	N/A
Person/Department:	Planning & Community Development	Impact:	_____

RECOMMENDATION(S)/ACTION REQUESTED OF COUNCIL: No action requested at this time.

SUMMARY/BACKGROUND: The Lake Stevens City Council recently passed a resolution to surplus unneeded property off Grade Road. Staff has been coordinating with Lake Stevens Senior Housing LLC (LSSH) on a proposed real estate transaction for this property. Concurrently, LSSH has applied for a Development Agreement to establish the terms for future phased development of the site and preferred uses. Staff is coordinating with the City Attorney on final language. The applicant has provided a project narrative (**Exhibit 1**) and a conceptual site plan (**Exhibit 2**) along with the Development Agreement. Under state law, Development Agreements are designed to provide certainty to the city and the developer for large, complex projects.

Following the execution of the Development Agreement, LSSH proposes to submit a master development plan that will identify specific locations for assisted living units, memory care units, a commercial/medical office building, independent residences and project phasing.

Under the city’s municipal code, Development Agreements are Type VI applications subject to City Council review and approval. Staff has issued a Notice of Application for the project and issued a SEPA threshold determination for the project. No comments have been received.

The next step will be for the City Council to hold a public hearing, which is scheduled for January 24, 2017. The execution of the Development Agreement will be contingent on completing the real estate transaction with LSSH.

EXHIBITS

- Exhibit 1 Project Narrative
- Exhibit 2 Conceptual Site Plan

BUDGET IMPACT: NA



Commercial
Infrastructure
Residential

November 28th, 2016

City of Lake Stevens
Planning and Community Development
1812 Main Street, PO Box 257
Lake Stevens, WA. 98258

RE: Lake Stevens Senior Housing, LLC
Development Agreement application
Project Narrative

The Lake Stevens Senior Housing, LLC Development Agreement application provides the opportunity for the City and Lake Stevens Senior Housing, LLC to agree on the scope and timing of future development of the site, applicable regulations and requirements, and other matters relating to the development process. Future development will be reviewed pursuant to the approved Development Agreement and Master Development Plan process, which is a requirement for development proposals located within the Planned Business District zone:

Tax Parcel Numbers:	005622-000-002-02, 005622-000-003-00, 005622-000-004-00, 005622-000-012-03, 005622-000-012-04, and 005622-000-013-01
Property Area:	Approximately 22.11 Acres
Property Zoning:	Planned Business District
Comprehensive Plan designation:	Planned Business District
Current Proposal:	Development Agreement

Site Description

The site is an approximately 22.11 acres made up of six vacant parcels currently owned by the City of Lake Stevens. The site is relatively flat and contains critical areas and floodplain which take up a portion of the property. The site is surrounded by property zoned Suburban Residential to the North, Grade Road and both Suburban and Multi-Family Residential to the West, Planned Business District to the southwest. Hartford Road and both Urban and High Urban Residential to the South and Light Industrial to the East.

Proposal

This will be a phased development proposal. It includes execution of a Development Agreement followed by the application for a Master Development Plan, which is a requirement for development within the Planned Business District zone. The overall proposal is a mixed use development consisting of:

14201 NE 200th Street, #100 • Woodinville, WA 98072 • ph: 425.806.1869 • fx: 425.482.2893 • www.LDCcorp.com

Exhibit 1

Lake Stevens, LLC Development Agreement application
November 28th, 2016
Page 2 of 3

Phase 1: Senior housing phase - 120 Assisted Living units + 50 Memory care units, arranged in a shared configuration with independent entry points. Ground floor would be memory care around a garden courtyard and assisted living commons with shared back-of-house spaces. Second & third floor would contain the assisted living units.

Phase 2: Commercial/Medical office component phase- approximately 30,000 GSF, 3 story building. Ground floor would be retail commercial with patio space, medical office on 2nd & 3rd floors above.

Phase 3: Housing phase - up to 150 units - 3-story residential housing project.

The uses and site layout attached as part of the development agreement application may change after complete review of the sensitive areas on site subject to the requirements of the Development Agreement.

A development agreement is necessary for this proposal because of the complexity of the site. The current Planned Business District (PBD) zoning recognizes this within the definition of the zone. LSMC 14.36.020(g) defines the PBD zone as:

(g) The Planned Business District (PBD) is designed to accommodate commercial or mixed use development, including supporting residential structures, generally similar to the types permissible in a Central Business District or Mixed Use zone. It is intended that this zone be used on sites containing sensitive resources or other sites where, due to property-specific circumstances, detailed planning would benefit all property owners involved as well as the public by, among other things, allowing for comprehensive site planning and a transfer of densities among parcels in order to avoid impacts to sensitive resources.

The site contains floodplain and wetlands which will require permitting and mitigation with state and local agencies. Since a portion of the site is located outside of sensitive areas, we will be able to develop certain phases of the project while we are working on permitting for other phases. With a Development Agreement in place, we can be assured of code consistency throughout the phasing and permitting of this project.

Project Phasing

Once the Development Agreement is approved, a Master Development Plan will be applied for along with all other required permit applications. The following is a general phasing plan, consistent with the proposed Development Agreement. Site improvements will be phased and included within the Master Development Plan

Exhibit 1

Lake Stevens, LLC Development Agreement application
November 28th, 2016
Page 3 of 3

Phasing of this project may generally be as follows per the attached site plan:

- 2017 - Master Development Plan submittal/processing.
- 2017 - Phase one construction and site improvements.
- 2018 - Phase two construction and site improvements.
- 2019-2027 - Phase three construction and site improvements.

We look forward to working with you and appreciate your review on this project.

Sincerely,

Clay White
Principal Planner
LDC, Inc.

