

### City of Lake Stevens Mission Statement



The City of Lake Stevens' mission is not only to preserve the natural beauty that attracted so many of its citizens, but to enhance and harmonize with the environment to accommodate new people who desire to live here. Through shared, active participation among Citizen, Mayor, Council, and City Staff, we commit ourselves to quality living for this and future generations.

Growth in our community is inevitable. The City will pursue an active plan on how, when, and where it shall occur to properly plan for needed services, ensure public safety, and maintain the unique ambience that is Lake Stevens.



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**REGULAR CITY COUNCIL MEETING AGENDA**  
**Lake Stevens School District Educational Service Center (Admin. Bldg.)**  
**12309 22<sup>nd</sup> Street NE, Lake Stevens**  
**Monday, August 8, 2011 - 7:00 p.m.**

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

**CALL TO ORDER:** 7:00 p.m.  
Pledge of Allegiance

**ROLL CALL:**

**GUEST BUSINESS:**

**CONSENT AGENDA:** \*A. Approve August 2011 vouchers. Barb

**PUBLIC HEARING:** 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 the public comment portion of the hearing for additional comments (optional)
9. Close Hearing
10. COUNCIL ACTION:
  - a. Approve
  - b. Deny
  - c. Continue

\*A. First and final reading of Ordinance No. 859, traffic mitigation fees code amendment Karen

**Lake Stevens City Council Regular Meeting Agenda**

**August 8, 2011**

- ACTION ITEMS:**
- \*A. Approve minutes of July 25, 2011 regular Council meeting. Norma
  - \*B. Approve Amendment No. 1 to 20<sup>th</sup> Street SE Interlocal Agreement with Snohomish County. Mick
  - \*C. Approve 20<sup>th</sup> Street SE Professional Services Agreement with Pertect. Mick

- DISCUSSION ITEMS:**
- \*A. FEMA/ESA Compliance. Russ
  - #B. Second Quarter Financial Summary. Barb
  - #C. Graffiti. Randy

**COUNCIL PERSON'S BUSINESS:**

**MAYOR'S BUSINESS:**

**STAFF REPORTS:**

**INFORMATION ITEMS:**

**EXECUTIVE SESSION:** Potential Litigation

**ADJOURN:**

- 
- \* ITEMS ATTACHED
  - \*\* ITEMS PREVIOUSLY DISTRIBUTED
  - # ITEMS TO BE DISTRIBUTED
- 

**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.*

**BLANKET VOUCHER APPROVAL  
 2011**

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

Payroll Direct Deposits	<b>904560-904626</b>	<b>\$119,397.87</b>
Payroll Checks	<b>32167-32170</b>	<b>\$5,427.09</b>
Claims	<b>32171-32218</b>	<b>\$113,072.52</b>
Electronic Funds Transfers	<b>356-362</b>	<b>\$146,856.15</b>
Void Checks		
Tax Deposit(s)	<b>8/1/2011</b>	<b>\$41,881.52</b>
Total Vouchers Approved:		<b>\$426,635.15</b>

**This 1st day of August 2011:**

\_\_\_\_\_  
 Mayor

\_\_\_\_\_  
 Councilmember

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

\_\_\_\_\_  
 Councilmember

\_\_\_\_\_  
 Councilmember

\_\_\_\_\_  
 Councilmember



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## Direct Deposit Register

25-Jul-2011

Wells Fargo - AP

## Lake Stevens

### Direct Deposits to Accounts

25-Jul-2011	<u>Vendor</u>	<u>Source</u>	<u>Amount</u>	<u>Draft#</u>	<u>Bank Name</u>	<u>Transit</u>	<u>Account</u>
11866	Dept. of Labor & Industries	C	\$18,447.26	356	Wells Fargo	121000248	4159656917
<b>Total:</b>			\$18,447.26	<b>Count:</b>		1.00	

### *Direct Deposit Summary*

<u>Type</u>	<u>Count</u>	<u>Total</u>
C	1	\$18,447.26

### Pre-Note Transactions

**Direct Deposit Register**

01-Aug-2011

Wells Fargo - AP

**Lake Stevens**

**Direct Deposits to Accounts**

01-Aug-2011	<u>Vendor</u>	<u>Source</u>	<u>Amount</u>	<u>Draft#</u>	<u>Bank Name</u>	<u>Transit</u>	<u>Account</u>
12112	AFLAC	C	\$1,626.18	357	Wells Fargo	121000248	4159656917
101	Assoc. Of Washington Cities	C	\$72,495.76	358	Wells Fargo	121000248	4159656917
9407	Department of Retirement (Pers	C	\$48,019.61	359	Wells Fargo	121000248	4159656917
9408	NATIONWIDE RETIREMENT SOL	C	\$698.25	360	Wells Fargo	121000248	4159656917
1418	Standard Insurance Company	C	\$5,140.59	361	Wells Fargo	121000248	4159656917
9405	Wash State Support Registry	C	\$428.50	362	Wells Fargo	121000248	4159656917
<b>Total:</b>			\$128,408.89		<b>Count:</b>	6.00	

***Direct Deposit Summary***

<i>Type</i>	<i>Count</i>	<i>Total</i>
C	6	\$128,408.89

**Pre-Note Transactions**

## Detail Check Register

01-Aug-11

Lake Stevens

Check No	Check Date	VendorNo	Vendor	Check Amount	
<b>32171</b>	<b>01-Aug-11</b>	<b>13824</b>	<b>Wash Teamsters Welfare Trust</b>		<b>\$1,464.50</b>
09/2011		Insurance Premiums		\$1,464.50	\$0.00
001010576802000		Parks - Benefits		\$58.58	
101016542002000		Street Fund - Benefits		\$702.96	
410016542402000		Storm Water - Benefits		\$702.96	
			<b>Total Of Checks:</b>		<b>\$1,464.50</b>

# Detail Check Register

04-Aug-11

Lake Stevens

Check No	Check Date	VendorNo	Vendor	Check Amount	
<b>32172</b>	<b>08-Aug-11</b>	<b>13695</b>	<b>Aabco Barricade &amp; Sign Co</b>		<b>\$251.95</b>
89196		City Hall Signs		\$251.95	\$0.00
101016542004800		Street Fund - Repair & Mainten		\$251.95	
<b>32173</b>	<b>08-Aug-11</b>	<b>13846</b>	<b>AquaTechnex</b>		<b>\$2,085.12</b>
3019		Sample testing		\$1,390.08	\$0.00
410016531503105		DOE - Milfoil Solution		\$1,390.08	
3038		Sample testing		\$695.04	\$0.00
410016531503105		DOE - Milfoil Solution		\$695.04	
<b>32174</b>	<b>08-Aug-11</b>	<b>13301</b>	<b>BARCO Products Co.</b>		<b>\$1,260.00</b>
071107017		Barricades for Aquafest		\$1,260.00	\$0.00
001013531008000		General Government-Aquafest		\$1,260.00	
<b>32175</b>	<b>08-Aug-11</b>	<b>179</b>	<b>Blumenthal Uniforms</b>		<b>\$492.91</b>
887467		Hudson uniforms		\$492.91	\$0.00
001008521002600		Law Enforcment Clothing		\$492.91	
<b>32176</b>	<b>08-Aug-11</b>	<b>11952</b>	<b>Carquest Auto Parts Store</b>		<b>\$521.67</b>
2421-160977		Filters		\$121.08	\$0.00
101016542004800		Street Fund - Repair & Mainten		\$121.08	
2421-161026		wiring harness		\$70.76	\$0.00
101016542004800		Street Fund - Repair & Mainten		\$70.76	
2421-161281		Tools		\$27.13	\$0.00
101016542004800		Street Fund - Repair & Mainten		\$27.13	
2421-161682		Oil and Filters		\$177.06	\$0.00
101016542004800		Street Fund - Repair & Mainten		\$177.06	
2421-162014		parts and supplies		\$4.17	\$0.00
101016542004800		Street Fund - Repair & Mainten		\$4.17	
2421-162341		Oil and Filter		\$96.99	\$0.00
101016542004800		Street Fund - Repair & Mainten		\$96.99	
2421-162364		air filter		\$17.70	\$0.00
101016542004800		Street Fund - Repair & Mainten		\$17.70	

# Detail Check Register

04-Aug-11

Lake Stevens

Check No	Check Date	VendorNo	Vendor		Check Amount
2421-162494			Switch	\$6.78	\$6.78
101016542004800			Street Fund - Repair & Mainten	\$6.78	
<b>32177</b>	<b>08-Aug-11</b>	<b>11952</b>	<b>Carquest Auto Parts Store</b>		<b>\$0.83</b>
2421-162027			Hose clamps	\$0.83	\$0.83
001013519904800			General Government - Repair/Ma	\$0.83	
<b>32178</b>	<b>08-Aug-11</b>	<b>13550</b>	<b>Case Power &amp; Equipment</b>		<b>\$2,531.39</b>
726668			Seal Kit and belts for shoulder mow	\$667.65	\$667.65
101016542700000			Street Fund - Shoulders	\$667.65	
726728			Replacemetrn Hoe Tracks	\$1,863.74	\$1,863.74
410016542404800			Storm Water - Repairs & Maint.	\$1,863.74	
<b>32179</b>	<b>08-Aug-11</b>	<b>276</b>	<b>City Of Lake Stevens</b>		<b>\$35.05</b>
999			Retainage - New Chapter	\$35.05	\$35.05
001007558004100			Planning - Professional Servic	\$1.15	
001007559004100			Building Department - Professi	\$1.15	
001008521004100			Law Enforcement - Professional	\$20.10	
001013519904100			General Government - Professio	\$5.75	
001013555504100			Community Center - Cleaning	\$4.60	
101016542004100			Street Fund - Professional Ser	\$1.15	
410016542404101			Storm Water - Professional Ser	\$1.15	
<b>32180</b>	<b>08-Aug-11</b>	<b>12004</b>	<b>CITY OF MARYSVILLE</b>		<b>\$13,305.09</b>
11-011			Citations June 2011	\$9,945.04	\$9,945.04
001013512500001			Municipal Court Fees	\$9,945.04	
POLIN11-0085			Prisoner Housing - Medical 6/11	\$285.00	\$285.00
001008523005100			Law Enforcement - Jail	\$285.00	
POLIN11-0088			Prisoner Housing - Okanogan 6/11	\$3,075.05	\$3,075.05
001008523005100			Law Enforcement - Jail	\$3,075.05	
<b>32181</b>	<b>08-Aug-11</b>	<b>91</b>	<b>Corporate Office Supply</b>		<b>\$171.51</b>
118497i			Supplies	\$50.40	\$50.40
001013519903100			General Government - Operating	\$50.40	
119253			file folders	(\$8.63)	(\$8.63)
001013519903100			General Government - Operating	(\$8.63)	
119255i			office and kitchen supplies	\$129.74	\$129.74

# Detail Check Register

04-Aug-11

Lake Stevens

Check No	Check Date	VendorNo	Vendor	Check Amount	
001008521003100			Law Enforcement - Office Suppl	\$129.74	
<b>32182</b>	<b>08-Aug-11</b>	<b>338</b>	<b>Cory De Jong and Son, Inc.</b>		<b>\$49.41</b>
C181087			Soil	\$49.41	\$0.00
101016542004800			Street Fund - Repair & Mainten	\$49.41	
<b>32183</b>	<b>08-Aug-11</b>	<b>473</b>	<b>Electronic Business Machines</b>		<b>\$96.31</b>
067442			Copier maint	\$96.31	\$0.00
001007558003200			Planning-Operating Costs	\$48.16	
101016542003102			Street Fund Operating Costs	\$48.15	
<b>32184</b>	<b>08-Aug-11</b>	<b>13379</b>	<b>Everett Safe &amp; Lock</b>		<b>\$52.85</b>
28298			Repair & Maint	\$52.85	\$0.00
001013519904800			General Government - Repair/Ma	\$52.85	
<b>32185</b>	<b>08-Aug-11</b>	<b>13468</b>	<b>Feldman &amp; Lee</b>		<b>\$5,250.00</b>
July 2011			Public defender svcs	\$5,250.00	\$0.00
001013512800000			Court Appointed Attorney Fees	\$5,250.00	
<b>32186</b>	<b>08-Aug-11</b>	<b>13764</b>	<b>Frontier</b>		<b>\$143.96</b>
07/11 03027810444875			Communications - Trunk line	\$64.37	\$0.00
001013519904200			General Government - Communica	\$21.46	
101016542004200			Street Fund - Communications	\$21.45	
410016542404200			Storm Water - Communications	\$21.46	
07/19			Communications - Evidence alarm	\$79.59	\$0.00
001008521004200			Law Enforcement - Communicatio	\$79.59	
<b>32187</b>	<b>08-Aug-11</b>	<b>13500</b>	<b>HB Jaeger Co LLC</b>		<b>\$214.32</b>
122887-1			Supplies	\$214.32	\$0.00
001013519904800			General Government - Repair/Ma	\$214.32	
<b>32188</b>	<b>08-Aug-11</b>	<b>12065</b>	<b>JUDD &amp; BLACK</b>		<b>\$41.50</b>
4-1-129945			Glass shelf for refrigerator	\$41.50	\$0.00
001008521004800			Law Enforcement - Repair & Mai	\$41.50	
<b>32189</b>	<b>08-Aug-11</b>	<b>13239</b>	<b>Karen Watkins</b>		<b>\$6.00</b>
07/26/11			Parking	\$6.00	\$0.00
001007558004300			Planning - Travel & Mtgs	\$6.00	
<b>32190</b>	<b>08-Aug-11</b>	<b>852</b>	<b>Lake Stevens Journal</b>		<b>\$87.10</b>
75413			Advertising - legal	\$87.10	\$0.00

# Detail Check Register

04-Aug-11

Lake Stevens

Check No	Check Date	VendorNo	Vendor	Check Amount	
001007558004400			Planning - Advertising	\$87.10	
<b>32191</b>	<b>08-Aug-11</b>	<b>12751</b>	<b>LAKE STEVENS POLICE GUILD</b>		<b>\$951.00</b>
08/01/11			Union Dues	\$951.00	\$0.00
001000281000000			Payroll Liabilities	\$951.00	
<b>32192</b>	<b>08-Aug-11</b>	<b>12341</b>	<b>LASTING IMPRESSIONS, INC.</b>		<b>\$62.99</b>
29044			Marine Patrol/Shirt embroidery for O	\$62.99	\$0.00
001008521002602			LE - Boating Clothing	\$62.99	
<b>32193</b>	<b>08-Aug-11</b>	<b>13755</b>	<b>LMN Architects</b>		<b>\$13,019.54</b>
10030-01			Econmic Development Plan	\$13,019.54	\$0.00
001007558804111			Planning-Economic Development	\$12,604.54	
101016542003105			Traffic Safety Corridor	\$415.00	
<b>32194</b>	<b>08-Aug-11</b>	<b>12215</b>	<b>LOWES COMPANIES</b>		<b>\$123.19</b>
911037			Wood, nuts, bolts	\$88.78	\$0.00
101016542004800			Street Fund - Repair & Mainten	\$88.78	
911038			Wood	\$34.41	\$0.00
001010576804800			Parks - Repair & Maintenance	\$34.41	
<b>32195</b>	<b>08-Aug-11</b>	<b>13774</b>	<b>Maltby Container &amp; Recycling</b>		<b>\$90.00</b>
20322			Dump fees	\$55.00	\$0.00
101016542004800			Street Fund - Repair & Mainten	\$55.00	
20358			Dump fee	\$35.00	\$0.00
101016542004800			Street Fund - Repair & Mainten	\$35.00	
<b>32196</b>	<b>08-Aug-11</b>	<b>13711</b>	<b>New Chapter Cleaning</b>		<b>\$665.95</b>
999			Janitorial Services	\$665.95	\$0.00
001007558004100			Planning - Professional Servic	\$21.85	
001007559004100			Building Department - Professi	\$21.85	
001008521004100			Law Enforcement - Professional	\$381.90	
001013519904100			General Government - Professio	\$109.25	
001013555504100			Community Center - Cleaning	\$87.40	
101016542004100			Street Fund - Professional Ser	\$21.85	
410016542404101			Storm Water - Professional Ser	\$21.85	
<b>32197</b>	<b>08-Aug-11</b>	<b>12684</b>	<b>NORTHWEST CASCADE INC.</b>		<b>\$90.00</b>
1-319980			Equipment rental	\$90.00	\$0.00
001010576804500			Parks - Equipment Rental	\$90.00	

# Detail Check Register

04-Aug-11

Lake Stevens

Check No	Check Date	VendorNo	Vendor	Check Amount	
<b>32198</b>	<b>08-Aug-11</b>	<b>1091</b>	<b>Office Of The State Treasurer</b>		<b>\$18,147.42</b>
July 2011		July 2011 State Court Fees		\$18,147.42	\$0.00
633008559005100		Building Department - State Bl		\$76.50	
633008589000003		Public Safety And Ed. (1986 As		\$7,950.94	
633008589000004		Public Safety And Education		\$4,866.48	
633008589000005		Judicial Information System-Ci		\$2,201.10	
633008589000007		Crime Laboratory Analysis Fee		\$510.68	
633008589000008		Trauma Care		\$863.17	
633008589000009		school zone safety		\$225.16	
633008589000010		Public Safety Ed #3		\$220.67	
633008589000011		Auto Theft Prevention		\$1,232.72	
<b>32199</b>	<b>08-Aug-11</b>	<b>1053</b>	<b>Patricks Printing</b>		<b>\$178.00</b>
41066		Business Cards		\$178.00	\$0.00
001007558004902		Planning - Printing and Bindin		\$178.00	
<b>32200</b>	<b>08-Aug-11</b>	<b>13443</b>	<b>Pigskin Uniforms</b>		<b>\$491.87</b>
3005		PSO C. Brooks jumpsuit		\$491.87	\$0.00
001008521002600		Law Enforcment Clothing		\$491.87	
<b>32201</b>	<b>08-Aug-11</b>	<b>13304</b>	<b>Purchase Power</b>		<b>\$533.10</b>
07/11 15138902877		Postage		\$533.10	\$0.00
001007558004200		Planning - Communication		\$93.24	
001013519904200		General Government - Communica		\$396.92	
101016542004200		Street Fund - Communications		\$21.47	
410016542404200		Storm Water - Communications		\$21.47	
<b>32202</b>	<b>08-Aug-11</b>	<b>13862</b>	<b>Ridgeline Construction</b>		<b>\$49.56</b>
BP2011-98		Refund BP2011-98		\$49.56	\$0.00
001000322001000		Building Permits		\$49.56	
<b>32203</b>	<b>08-Aug-11</b>	<b>12722</b>	<b>SHRED-it WESTERN WASHINGTON</b>		<b>\$56.00</b>
101140142		Shredding services		\$56.00	\$0.00
001008521003104		Law Enforcement-Operating Cost		\$56.00	
<b>32204</b>	<b>08-Aug-11</b>	<b>13861</b>	<b>Sign A Rama</b>		<b>\$534.82</b>
13330		Milfoil signs		\$534.82	\$0.00
410016531503105		DOE - Milfoil Solution		\$534.82	
<b>32205</b>	<b>08-Aug-11</b>	<b>1343</b>	<b>SIRCHIE FINGER PRINT</b>		<b>\$279.92</b>
0044300-IN		towelettes for fingerprinting		\$279.92	\$0.00
001008521003104		Law Enforcement-Operating Cost		\$279.92	

# Detail Check Register

04-Aug-11

Lake Stevens

Check No	Check Date	VendorNo	Vendor	Check Amount	
<b>32206</b>	<b>08-Aug-11</b>	<b>1382</b>	<b>Snohomish County Public Works</b>		<b>\$16,854.32</b>
I000272332			Vehicle Repair	\$6,850.74	\$0.00
					\$6,850.74
001008521004800			Law Enforcement - Repair & Mai	\$6,102.02	
001013519904800			General Government - Repair/Ma	\$748.72	
I000279034			Vehicle Repair	\$9,186.39	\$0.00
					\$9,186.39
001008521004800			Law Enforcement - Repair & Mai	\$9,088.38	
101016542004800			Street Fund - Repair & Mainten	\$98.01	
I000281376			Road Repair & Maint	\$817.19	\$0.00
					\$817.19
101016542004800			Street Fund - Repair & Mainten	\$817.19	
<b>32207</b>	<b>08-Aug-11</b>	<b>12961</b>	<b>SNOHOMISH COUNTY PUD</b>		<b>\$3,315.65</b>
103761892			Utilities - Electric	\$2,168.94	\$0.00
					\$2,168.94
410016542404700			Storm Water-Aerat. Utilities	\$2,168.94	
117037240			Utilities - Electric	\$129.99	\$0.00
					\$129.99
101016542630000			Street Fund - Street Lighting	\$129.99	
120364052			Utilities - Electric	\$115.99	\$0.00
					\$115.99
101016542630000			Street Fund - Street Lighting	\$115.99	
123680757			Utilities - Electric	\$104.70	\$0.00
					\$104.70
101016542630000			Street Fund - Street Lighting	\$104.70	
133621107			Utilities - Electric	\$230.12	\$0.00
					\$230.12
001010576804700			Parks - Utilities	\$76.71	
101016542004700			Street Fund - Utilities	\$76.71	
410016542404701			Storm Water Utilities	\$76.70	
140177526			Utilities - Electric	\$100.43	\$0.00
					\$100.43
101016542630000			Street Fund - Street Lighting	\$100.43	
150130349			Utilities - Electric	\$387.91	\$0.00
					\$387.91
001010576804700			Parks - Utilities	\$387.91	
153446722			Utilities - Electric	\$77.57	\$0.00
					\$77.57
101016542630000			Street Fund - Street Lighting	\$77.57	
<b>32208</b>	<b>08-Aug-11</b>	<b>12961</b>	<b>SNOHOMISH COUNTY PUD</b>		<b>\$222.96</b>
120362459			Utilities - Electric	\$47.58	\$0.00
					\$47.58

# Detail Check Register

04-Aug-11

Lake Stevens

Check No	Check Date	VendorNo	Vendor	Check Amount	
001010576804700			Parks - Utilities	\$15.86	
101016542004700			Street Fund - Utilities	\$15.86	
410016542404701			Storm Water Utilities	\$15.86	
123681642			Utilities - Electric	\$72.14	\$0.00
410016542404700			Storm Water-Aerat. Utilities	\$72.14	
133620513			Utilities - Electric	\$31.25	\$0.00
001010576804700			Parks - Utilities	\$31.25	
133623208			Utilities - Electric	\$71.99	\$0.00
001008521004700			Law Enforcement - Utilities	\$71.99	
<b>32209</b>	<b>08-Aug-11</b>	<b>1388</b>	<b>Snohomish County Treasurer</b>		<b>\$338.74</b>
July 2011			July 2011 Crime Victims Comp	\$338.74	\$0.00
633008589000001			Crime Victims Compensation	\$338.74	
<b>32210</b>	<b>08-Aug-11</b>	<b>11787</b>	<b>Teamsters Local No. 763</b>		<b>\$520.00</b>
08/01/11			Union Dues	\$520.00	\$0.00
001000281000000			Payroll Liabilities	\$520.00	
<b>32211</b>	<b>08-Aug-11</b>	<b>1491</b>	<b>The Everett Herald</b>		<b>\$302.40</b>
1744187			Advertising	\$138.60	\$0.00
001007558004400			Planning - Advertising	\$138.60	
1744848			Advertising	\$163.80	\$0.00
001007558004400			Planning - Advertising	\$163.80	
<b>32212</b>	<b>08-Aug-11</b>	<b>13112</b>	<b>Tyler Enterprises</b>		<b>\$375.00</b>
July			Prof Services	\$375.00	\$0.00
001007559004100			Building Department - Professi	\$375.00	
<b>32213</b>	<b>08-Aug-11</b>	<b>11788</b>	<b>United Way of Snohomish Co.</b>		<b>\$257.68</b>
08/01/11			Employee Contributions	\$257.68	\$0.00
001000281000000			Payroll Liabilities	\$257.68	
<b>32214</b>	<b>08-Aug-11</b>	<b>13045</b>	<b>UPS</b>		<b>\$23.89</b>
74Y42291			Evidence shipping	\$23.89	\$0.00
001008521004200			Law Enforcement - Communicatio	\$23.89	
<b>32215</b>	<b>08-Aug-11</b>	<b>12158</b>	<b>VERIZON NORTHWEST</b>		<b>\$2,172.24</b>
0989191110			Communications - Wireless	\$2,172.24	\$0.00

# Detail Check Register

04-Aug-11

Lake Stevens

Check No	Check Date	VendorNo	Vendor	Check Amount	
001003511104200			Executive - Communication	\$57.52	
001003513104200			Administration-Communications	\$57.80	
001003514104200			City Clerks-Communications	\$34.73	
001003516104200			Human Resources-Communications	\$57.50	
001003518104200			IT Dept-Communications	\$115.00	
001007558004200			Planning - Communication	\$115.00	
001008521004200			Law Enforcement - Communicatio	\$1,152.91	
001010576804200			Parks - Communication	\$193.93	
101016542004200			Street Fund - Communications	\$193.93	
410016542404200			Storm Water - Communications	\$193.92	
<b>32216</b>	<b>08-Aug-11</b>	<b>13843</b>	<b>Weinman Consulting LLC</b>		<b>\$17,692.86</b>
4			20th St corridor	\$9,143.05	\$0.00 \$9,143.05
001007558804111			Planning-Economic Development	\$9,143.05	
4			Lake Stevens Center EIS	\$8,549.81	\$0.00 \$8,549.81
001007558804111			Planning-Economic Development	\$8,549.81	
<b>32217</b>	<b>08-Aug-11</b>	<b>12845</b>	<b>ZACHOR &amp; THOMAS, INC. P.S.</b>		<b>\$7,166.25</b>
537			Prosecutor services	\$7,166.25	\$0.00 \$7,166.25
001013515210000			Prosecutor fees	\$7,166.25	
<b>32218</b>	<b>08-Aug-11</b>	<b>13632</b>	<b>Zero Waste USA Inc</b>		<b>\$495.70</b>
13411			Waste bags	\$495.70	\$0.00 \$495.70
001010576804800			Parks - Repair & Maintenance	\$495.70	
				<b>Total Of Checks:</b>	<b>\$111,608.02</b>



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LAKE STEVENS CITY COUNCIL  
**STAFF REPORT**

**Council Agenda Date:** August 8, 2011

**Subject:** Ordinance 859 - Collection of Pre-Annexation Traffic Mitigation Fees (LS2011-6)

**Contact Person/Department:** Karen Watkins, Planning      **Budget Impact:** None

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**RECOMMENDATION(S)/ACTION REQUESTED OF COUNCIL:** Hold a First and Final Reading and Public Hearing on Ordinance No. 859. *This Code Amendment needs to be approved concurrent with the adoption of Approved Amendment No. 1 to the 20<sup>th</sup> Street SE Interlocal Agreement with Snohomish County.*

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**SUMMARY:** The Southwest Annexation included approximately 25 subdivisions in review by the County. The Annexation Interlocal Agreement between the City and County requires the County to complete the current stage of review. Many projects were in final review and the County imposed traffic mitigation fees related to 20<sup>th</sup> Street SE. The City has taken on financial responsibility to finish the 20<sup>th</sup> Street SE project and needs to collect the impact fees imposed by the County to assist in funding the project.

**BACKGROUND:** The City and County have negotiated an amendment to the 20<sup>th</sup> Street SE Interlocal Agreement, which will allow the City to take the lead in Phase 2 of the 20<sup>th</sup> Street SE project. The approximately 25 subdivisions recently approved or in permit review by the County have been or will be required to pay traffic mitigation fees for 20<sup>th</sup> Street SE. In order for the City to collect the fees imposed by the County on pre-annexation projects, two sections of code should be added. One section relates to the acceptance of concurrency determinations by the County and the other section authorizes the City to collect impact mitigation fees imposed by the County pre-annexation when an interlocal agreement is in place. In addition, twelve sections of Snohomish County Code Chapter 30.66B (Concurrency and Road Impact Mitigation) related to concurrency determination and road system impact fees are proposed to be adopted.

The proposed code language is not specific to the Southwest Annexation area. However, the only related interlocal agreement with the County currently is in the Southwest Annexation area for widening of 20<sup>th</sup> Street SE.

The ordinance has been approved as to form by the City Attorney. A SEPA Determination of Non-Significance was issued on July 25, 2011. No appeals have currently been filed and the appeal period ends on August 8, 2011. An expedited review was requested of the Washington Department of Commerce on July 15 and approval was provided on August 1, 2011.

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**APPLICABLE CITY POLICIES:** Traffic mitigation requires a determination of traffic concurrency and imposition of fees. The Lake Stevens Municipal Code includes traffic mitigation fees in Chapter 14.56 (Streets and Sidewalks) and traffic concurrency in Chapter 14.110 (Concurrency Management System).

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**BUDGET IMPACT:** The adoption of code amendments does not have a direct budget impact; however, the ability to collect pre-annexation traffic mitigation fees imposed by the County would have a beneficial impact on completion of the 20<sup>th</sup> Street SE project.

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**ATTACHMENT:** Ordinance No. 859

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

**ORDINANCE NO. 859**

**AN ORDINANCE OF THE CITY OF LAKE STEVENS, WASHINGTON, AMENDING A PORTION OF TITLE 14 OF THE LAKE STEVENS MUNICIPAL CODE BY ADDING A NEW SECTION 14.56.192 TO CHAPTER 14.56 LSMC REGARDING THE COLLECTION OF PRE-ANNEXATION TRAFFIC MITIGATION FEES; ADDING A NEW SECTION 14.110.115 TO CHAPTER 14.110 LSMC REGARDING THE TRAFFIC CONCURRENCY OF PRE-ANNEXATION PROJECTS; AND ADOPTING OF SECTIONS 30.66B.120, .125, .130, .135, .145, .150, .155, .310, .320, .330, .340, AND .350 OF CHAPTER 30.66B OF THE SNOHOMISH COUNTY CODE.**

**WHEREAS**, the Southwest Annexation, effective on December 31, 2009, included over 2,000 acres of land with approximately 80 projects under review by Snohomish County; and

**WHEREAS**, the annexation interlocal agreement between the City of Lake Stevens (City) and Snohomish County (County) states the County will complete projects to the next stage of review; and

**WHEREAS**, as of May 21, 2011, 19 subdivisions in the Southwest Annexation area requiring payment of traffic mitigation fees were approved by the County and seven additional subdivisions had pending applications in review at the County; and

**WHEREAS**, 20<sup>th</sup> Street SE, a major east-west arterial being widened by the County, was also included in the annexation; and

**WHEREAS**, the City and the County negotiated an interlocal agreement regarding completion of the 20<sup>th</sup> Street SE widening project on March 10, 2010 and have negotiated an Amendment No. 1 for completion of Phase II from 91<sup>st</sup> Avenue SE to US 2; and

**WHEREAS**, the subdivisions approved by the County include traffic mitigation fees which include funding for 20<sup>th</sup> Street SE to be paid to the County; and

**WHEREAS**, a code amendment is required for the City to collect the traffic mitigation fees imposed by the County and implement the County's concurrency determination; and

**WHEREAS**, the City needs to adopt related County codes in order to accept the traffic concurrency determinations and collect fees imposed by the County; and

**WHEREAS**, the City of Lake Stevens prepared a State Environmental Policy Act (SEPA) environmental checklist and issued a SEPA Determination of Non-Significance for adoption of the traffic mitigation fees code amendments on July 25, 2011 and published notice in the Everett Herald; and

**WHEREAS**, in taking the actions set forth in this ordinance, the City has complied with the requirements of the State Environmental Policy Act, Ch. 43.21C RCW; and

**WHEREAS**, pursuant to RCW 36.70A.106, a notice of intent to adopt proposed code amendments was transmitted to the Washington State Department of Commerce on July 15, 2011 and received expedited review with completion on August 1, 2011; and

**WHEREAS**, the Lake Stevens City Council conducted a public hearing on August 8, 2011 to consider adopting the traffic mitigation fees and traffic concurrency code amendments and adoption of County code.

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

**Section 1. Amendment.** Chapter 14.56 LSMC of the City of Lake Stevens is hereby amended by adding a new section 14.56.192 to read as follows:

**14.56.192 Collection of Pre-Annexation Traffic Mitigation Fees**

Pursuant to the terms of an interlocal agreement with Snohomish County, the City may collect traffic impact mitigation fees that were imposed by the County under County code and for which the application was vested under County code, where the subject property has been annexed to the City since the fees were imposed by the County. The City may condition the issuance of building permits or a certificate of occupancy on the payment of such fees. When the fees are paid to the City, the City shall issue a receipt to the applicant which deems the fee obligation of the City and the County satisfied and which indemnifies the applicant from payment of such fees to the County.

**Section 2. Amendment.** Chapter 14.110 LSMC of the City of Lake Stevens is hereby amended by adding a new section 14.110.115 to read as follows:

**14.110.115 Concurrency of Projects Vested in the County Pre-Annexation**

Pursuant to the terms of an interlocal agreement with Snohomish County, the City will accept the County's concurrency determination for projects vested to County code, where the subject property of a vested application has been annexed to the City since the concurrency determination was made by the County. The terms of the concurrency, including expiration, shall be regulated by the vested County code.

**Section 3. Adoption of County Code.** Consistent with the terms of an interlocal agreement with Snohomish County, the following sections of Chapter 30.66B of the Snohomish County Code are adopted by reference with regard to mitigation fees that were imposed by the County under County Code and for which the application was vested under the County Code where the subject property has been annexed to the City:

- 30.66B.120 Concurrency determination – required
- 30.66B.125 Concurrency determination – process
- 30.66B.130 Concurrency determination – methodology
- 30.66B.135 Development deemed concurrent
- 30.66B.145 Concurrency determination-forecasting level-of-service
- 30.66B.150 Changes to concurrency determination
- 30.66B.155 Concurrency determination – expiration

- 30.66B.310 Road system impact fee
- 30.66B.320 Road system impact fee-cost basis
- 30.66B.330 Fee schedule
- 30.66B.340 Timing of road system impact fee payment
- 30.66B.350 Administration of road system impact fee payments

The actual language of these sections is shown on attached and incorporated **Exhibit 1**.

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

PASSED by the City Council of the City of Lake Stevens this \_\_\_\_\_ day of \_\_\_\_\_, 2011.

\_\_\_\_\_  
Vern Little, Mayor

ATTEST/AUTHENTICATION:

\_\_\_\_\_  
Norma J. Scott, City Clerk.

APPROVED TO FORM

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

Passed by Council:

Published:

Effective Date:

## EXHIBIT 1 - SNOHOMISH COUNTY CODES FOR ADOPTION

### **30.66B.120 Concurrency determination- required.**

(1) The department of public works shall make a concurrency determination for each development application to ensure that the development will not impact a county arterial unit in arrears. The approving authority shall not approve any development that is not determined concurrent under this chapter.

(2) A concurrency determination shall state

(a) When the concurrency determination was made (the concurrency determination date),

(b) Whether the concurrency determination is conditioned upon satisfaction of specific conditions, and

(c) The expiration date of the concurrency determination (the "concurrency expiration date").

### **30.66B.125 Concurrency determination- process.**

(1) The department of public works shall make a concurrency determination following receipt of a development application and review of appropriate traffic data. Forecasts used in making concurrency determinations shall be in accordance with SCC 30.66B.145. The department of public works will include a concurrency determination in its first written traffic-related comments to the department following receipt of the application or receipt of other required information or analysis.

(2) In its concurrency determination, the department of public works shall find that, at the time of the determination, the development is concurrent, the development is not concurrent, or that additional information is needed to determine whether or not the development is concurrent. The department of public works will document in writing the methodology and information used in making the concurrency determination.

### **30.66B.130 Concurrency determination- methodology.**

(1) In determining whether or not a proposed development is concurrent, the department of public works shall analyze likely road system impacts on arterial units based on the size and location of the development.

(2) A concurrency determination is based on an evaluation of road system impacts for a proposed development within the boundaries of the development's transportation service area. The evaluation will identify the development's impacts on any arterial unit in arrears as specified in SCC 30.66B.160, or any arterial unit designated at ultimate capacity.

(3) A development's forecast trip generation at full occupancy shall be the basis for determining the impacts of the development on the road system. The department of public works will accept valid data from a traffic study prepared pursuant to this chapter or will use the latest edition of the ITE Trip Generation report published by the Institute of Transportation Engineers. Adjustments will be made for trip reduction credits approved under SCC 30.66B.640 - .650.

(4) If a development is proposed within a transportation service area that contains no arterial units in arrears and/or designated ultimate capacity arterial units, then the development shall be determined to be concurrent, except that if the development generates more than fifty peak-hour trips, the requirements of SCC 30.66B.035 shall also apply.

### **30.66B.135 Development deemed concurrent.**

The following development shall be deemed concurrent:

(1) Any development that has a valid pre-application concurrency approval pursuant to SCC 30.66B.175; and

(2) Building permit applications for development within an approved binding site plan, rezone accompanied by an official site plan, nonresidential subdivision or short subdivision for which a concurrency determination has already been made in accordance with this chapter if the following are met:

(a) The concurrency determination for the development approval has not expired;

(b) The building permit will not cause the approved traffic generation of the prior approval to be exceeded;

(c) There is no change in points of access; and

(d) Mitigation required pursuant to the previous development approval is performed as a condition of building permit issuance.

**30.66B.145 Concurrency determination-forecasting level-of-service.**

(1) An inventory of developments that have been determined concurrent, also referred to as "developments in the pipeline," will be used to estimate future traffic volumes for forecasting future level-of-service conditions. This inventory will be established and maintained by the department of public works in accordance with the department's administrative rules. Developments in the pipeline will also include developments given pre-application concurrency approval pursuant to SCC 30.66B.175.

(a) The department of public works shall use the inventory of developments in the pipeline when conducting analysis to determine whether an arterial unit is in arrears. Inventories or estimates shall be in accordance with the department of public works' administrative rules.

(b) A developer may be required to provide a forecast of future level-of-service conditions to the department of public works for purposes of making a concurrency determination on a proposed development. When required to provide a forecast, the developer shall use the inventory of developments in the pipeline, as established and maintained by the department of public works, when providing a forecast of future level-of-service conditions to the department. The inventory of developments in the pipeline used for making a concurrency determination on a proposed development shall not include any development that has been deemed concurrent subsequent to the proposed development.

(2) Estimates of future traffic volumes used for purposes of making level-of-service forecasts for concurrency determinations shall consist of the sum of the following: the current traffic volumes, the additional traffic volume that will be generated by the proposed development, and the additional traffic volume that will be generated by other developments in the pipeline.

(a) Estimates of current traffic volumes will be based on recent counts acceptable to the department of public works. The department of public works will provide them when available. When acceptable counts are not available, the applicant must provide them. The department of public works may specify by administrative rule the methodology for performing traffic counts of current traffic volumes.

(b) Additional traffic volume that will be generated by the proposed development will be based on the development's forecast trip generation at full occupancy, in accordance with SCC 30.66B.130(3).

(c) The following shall apply to forecasting additional traffic volume that will be generated by the inventory of developments in the pipeline:

(i) the inventory of developments in the pipeline shall not include developments that have been deemed concurrent subsequent to the proposed development;

(ii) estimates of additional traffic volume that will be generated by the inventory of developments in the pipeline will include, at minimum, residential developments generating seven (7) or more peak-hour trips and commercial developments generating five (5) or more peak-hour trips that have been determined concurrent based on the department's concurrency determination;

(iii) the department may, in its discretion, determine that certain developments in the pipeline should not be included in the inventory. The department may exclude a development, or part of a development, in the pipeline based on a factual demonstration by the applicant that one or more of the following is applicable:

(A) a development is not going to be constructed;

(B) a development is not going to be approved; or

(C) a development was already occupied at the time the current traffic volumes were counted;

and (iv) a threshold of three AM and/or PM peak-hour trips will be used for trip distributions.

(d) The department of public works will provide the applicant with the information in the department's inventory of developments in the pipeline and the number of trips added to the individual traffic movements at the intersections on the identified arterial units.

(e) The department of public works will identify the arterial unit(s) for which an applicant must make estimates of future traffic volumes and specify the methodology for level-of-service forecasts used by the applicant in forecasting level of service from the estimates of future traffic volumes. Estimates of future traffic volumes may be required of the applicant for weekday a.m. and p.m. peak hour vehicle trips for any traffic movements on any intersection located on the identified arterial unit(s) including termini.

(f) Forecasts will analyze traffic impacts for arterial units in the development's road system for the "forecast year" (i.e., the year of the proposed expiration date of the development's concurrency determination).

### **30.66B.150 Changes to concurrency determination.**

(1) A concurrency determination made pursuant to this chapter may be changed only if one or more of the following occurs:

(a) The applicant proposes substantial transportation-related changes to the development proposal prior to the final approval that would cause the approved traffic generation of the prior approval to be exceeded, change points of access or circulation, change mitigation measures relating to the transportation system, or increase traffic volumes on any arterial units;

(b) The determination was based on phasing and the applicant proposes changes to the development proposal prior to the final approval that would move up the occupancy dates for all or part of the development to earlier phases;

(c) The concurrency determination was procured by misrepresentation or lack of material disclosure or the data and/or analysis upon which the concurrency determination was made are found to have gross material errors and/or misrepresent the existing or future road system or the development's impact on that road system;

(d) More than one year has elapsed since the concurrency determination and the SEPA threshold determination for the development has not been made; or

(e) The developer proposes a change in the development after approval.

(2) Any development requiring an additional concurrency determination pursuant to SCC 30.66B.150(1) due to a change to the development or at the request of a developer will be subject to an additional review fee at the rate identified as the base review fee in SCC 13.110.030.

### **30.66B.155 Concurrency determination- expiration.**

(1) The concurrency expiration date for a development shall be six years after the concurrency determination date, except

(a) When it is determined by the director of public works that an earlier concurrency expiration date should be established due to the impact of the development on level-of-service conditions;

(b) When a later concurrency expiration date is established in accordance with SCC 30.66B.810; and

(c) The concurrency expiration date for a binding site plan may, at the request of the applicant, be established as the date of the latest certificate of occupancy for the development as proposed by the applicant, provided that the same or later date is used for the forecast year in the traffic study for determining impacts on level-of-service in accordance with SCC 30.66B.145.

(2) The concurrency expiration date shall be based upon the size of the development, the level of service of impacted arterial units, and shall be consistent with the level-of-service standards and revenue/expenditure forecast adopted in the comprehensive plan.

(3) Building permits for a development must be issued prior to expiration of the concurrency determination for the development, except when

(a) The development is a residential subdivision or short-subdivision, in which case the subdivision or short-subdivision must receive preliminary approval prior to expiration of the concurrency determination, or

(b) The development is a residential development which requires site plan approval, in which case the site approval must be issued prior to expiration of the concurrency determination, or

(c) The development is a conditional or administrative conditional use permit with no associated building permits, in which case the conditional or administrative conditional use permit must be issued prior to expiration of the concurrency determination for the development.

(4) No additional concurrency determination is required for residential dwellings within a subdivision or short subdivision that receives preliminary approval in compliance with this section.

(5) If a concurrency determination expires, or within one year will expire, the director of public works shall, at the request of the developer, consider evidence that conditions have not significantly changed, make a new concurrency determination, and may establish a new concurrency expiration date in accordance with this section. If the concurrency determination for a binding site plan has expired, subsequent building permit applications for development within the binding site plan will be evaluated for concurrency as stand-alone development applications in accordance with SCC 30.66B.100 - .185.

(6) A concurrency determination is tied to the development application upon which the determination is made, cannot be transferred to another development application, and always expires in cases in which the underlying development application expires.

### **30.66B.310 Road system impact fee.**

(1) A development shall mitigate its impact upon the future capacity of the road system by paying a road system impact fee reasonably related to the impacts of the development on arterial roads located in the same transportation service area as the development, at the rate identified in SCC 30.66B.330 for the type and location of the proposed development. A development's road system impact fee will be equal to the development's new average daily traffic (ADT), based on the latest edition of the ITE Trip Generation report published by the Institute of Transportation Engineers, times the per trip amount for the specific transportation service area identified in SCC 30.66B.330, except that the following adjustments may be made:

(a) In accordance with RCW 82.02.060(4), the director of public works shall have the authority to adjust the amount of the impact fee to consider unusual circumstances in specific cases to ensure that impact fees are fairly imposed;

(b) In accordance with RCW 82.02.060(5), the director of public works shall have the authority to adjust the amount of the impact fee to be imposed on a particular development to reflect local information when available, including studies and data submitted by the developer; and

(c) Adjustments will be made for trip reduction credits approved under SCC 30.66B.640 - .650.

(2) As required by RCW 82.02.060(3), credit against a development's road system impact fee shall be provided for dedication of land for, improvement to, or construction of any capacity improvements that are identified in the transportation needs report as part of the road system impact fee cost basis and are imposed by the county as a condition of approval.

(3) As provided for by RCW 82.02.060(2), exemption from road system impact fees may be provided for low income housing and other development with a broad public purpose, provided that the road system impact fee for such development is paid from public funds other than impact fee accounts. The developer requesting the exemption shall be responsible for identifying the source of and securing the availability of such public funds.

(4) Developments which are determined to cause a greater reduction in ADT on the road system than the number of new ADT generated by the development, by promoting the use of transit or other means, will be determined to generate no new ADT for the purpose of determining the developments road system impact fee.

### **30.66B.320 Road system impact fee-cost basis.**

(1) The road system impact fees will be collected and spent for capacity improvements on facilities that are addressed by the county's capital facilities plan. In accordance with RCW 82.02.050(3), the impact fees:

(a) Shall only be imposed for system improvements that are reasonably related to the new development;

(b) Shall not exceed a proportionate share of the costs of the system improvements reasonably related to the new development;

(c) Shall be used for system improvements that will reasonably benefit the new development.

(2) The road system impact fee cost basis is established in the transportation needs report. The estimated cost of capacity improvements that are reasonably related to the impacts of new development, and that will reasonably benefit new development, will be identified in the transportation needs report for each transportation service area. Capacity improvements to facilities under the jurisdiction of the Washington State Department of Transportation (WSDOT), a city or another county may be included when consistent with the terms of an interlocal agreement as specified in SCC 30.61.230(9). The road system impact fee cost basis is subject to the following adjustments:

(a) As required by RCW 82.02.060(1)(b), the impact fee cost basis will be adjusted to provide a credit for taxes (excluding impact fees imposed under this section) paid by new development which help pay for the identified capacity improvements.

(b) Consideration shall be given to other funds available to pay for the capacity improvements included in the impact fee cost basis.

(c) The impact fee cost basis may include costs previously incurred by the county for capacity improvements for which excess capacity exists.

(3) The amount of the impact fee will be determined for each transportation service area, based on and not to exceed, the impact fee cost basis divided by the number of new daily vehicle trip ends generated, as identified in the transportation needs report.

(4) Improvements needed to remedy any level-of-service deficiencies in facilities serving current uses will not be included in the impact fee cost basis.

**30.66B.330 Fee schedule.**

<b>30.66B.330 Fee schedule.</b>	<b>TYPE</b>	<b>NEW TRIP AMOUNT</b>	
<b>LOCATION</b>			
Transportation Service Area (TSA)	Residential/ Commercial	Developments Inside the Urban Growth Area (UGA)	Developments Outside the Urban Growth Area (UGA)
A	RESIDENTIAL	\$242	\$264
A	COMMERCIAL	\$206	\$227
B	RESIDENTIAL	\$364	\$397
B	COMMERCIAL	\$309	\$343
C	RESIDENTIAL	\$152	\$166
C	COMMERCIAL	\$129	\$142
D	RESIDENTIAL	\$267	\$291
D	COMMERCIAL	\$227	\$252
E	RESIDENTIAL	\$230	\$252
E	COMMERCIAL	\$196	\$216
F	RESIDENTIAL	\$230	\$252
F	COMMERCIAL	\$196	\$216

**30.66B.340 Timing of road system impact fee payment.**

(1) Payment of a road system impact fee is required prior to building permit issuance except as provided in SCC 30.66B.340(3). Where no building permit will be associated with the development, such as a development requiring a conditional or administrative conditional use permit, payment is required as a precondition to approval. For a binding site plan for which the concurrency expiration date is more than six years after the concurrency determination date, one-half of the payment is required prior to recording of the binding site plan with record of survey.

(2) The amount of the road system impact fee payment shall be based upon the rate in effect at the time of filing of a complete application for development.

(3) Payment of the road system impact fee required for a detached single-family residential dwelling constructed for resale may be deferred from the time of building permit issuance, but shall be paid in full either upon the closing of the sale of the property, or 18 months from the date of issuance of the original building permit, whichever is earlier, or prior to any occupancy of the structure if the property owner elects to retain ownership and not sell the property. The department shall allow an applicant to defer payment of a road system impact fee when, prior to the issuance of the building permit, the applicant:

(a) Submits a signed and notarized deferred impact fee application and acknowledgement form for either an individual detached single-family residential dwelling, or a group of detached single-family residential dwellings in the same development, for which the property owner wishes to defer payment of road system impact fees; and

(b) Pays a non refundable \$250.00 administration fee for each deferred impact fee application; and

(c) Records a lien for impact fees against the property in favor of the county in the total amount of all deferred impact fee(s). The lien for impact fees shall:

(i) Be in a form approved by the county; and

(ii) Include the legal description, tax account number and address of the individual lot; or

(iii) Include the legal description, tax account number and address for each lot if the lien will encumber all lots in a development where the impact fee has not been paid.

(4) If the dwelling will be located within a subdivision or short subdivision, the subdivision or short subdivision shall be recorded prior to recording the lien for impact fees and issuance of the building permit.

(5) A single deferred impact fee application, administration fee, and lien for impact fees will be required when the applicant requests deferral of both road system impact fees and park and recreation impact fees under SCC 30.66A.020, either on an individual lot basis or for all lots in a development where the impact fees have not been paid.

(6) Payment of deferred road system impact fees shall be made by cash, escrow company check, cashiers check, certified check, or credit card.

(7) Upon receipt of payment of deferred mitigation fees the department will generate and execute a separate lien release for each individual detached single-family residential dwelling. The property owner, at their expense, will be responsible for recording each separate lien release.

(8) Compliance with the requirements of the deferral option shall constitute compliance with subdivision or short subdivision conditions pertaining to the timing of the impact fee payment.

### **30.66B.350 Administration of road system impact fee payments.**

(1) Any road system impact fee payment made pursuant to this chapter shall be held in a reserve account and shall be expended to fund improvements on the road system in accordance with chapter 82.02 RCW.

(2) An appropriate and reasonable portion of payments collected may be used for administration of this chapter.

(3) Any refund of a road system impact fee due to a developer shall be administered in accordance with chapter 82.02 RCW and this section. Any refund approved under this section, or following an administrative appeal as provided in SCC 30.66B.370, shall be made to the current property owner at the time the refund is authorized, unless the current property owner releases the county from any obligation to refund the current property owner. A developer may request and shall receive a refund, including interest earned on the impact fees, when the developer does not proceed with the development activity and no impact has resulted. Recording of a subdivision or short subdivision, or a binding site plan with a record of survey constitutes proceeding with development activity for the purpose of refund applicability.

(4) A developer shall pay a road system impact fee under protest in order to obtain a permit or other approval for development while reserving the right to challenge the road system impact fee pursuant to SCC 30.66B.370. Any developer protest to payment of the impact fee must be submitted in writing concurrently with payment. Failure to provide such written protest at the time of fee payment shall be deemed a withdrawal of any appeal filed under SCC 30.66B.370.



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

Monday, July 25, 2011  
Lake Stevens School District Educational Service Center (Admin. Bldg.)  
12309 22<sup>nd</sup> Street N.E. Lake Stevens

CALL TO ORDER: 7:00 p.m. by Mayor Pro Tem Somers

COUNCILMEMBERS PRESENT: Mark Somers, Kim Daughtry, Marcus Tageant, Kathy Holder, Neal Dooley and John Spencer

COUNCILMEMBERS ABSENT: Suzanne Quigley, Mayor Little

STAFF MEMBERS PRESENT: Planning Director Becky Ableman, City Administrator Jan Berg, City Attorney Thom Graafstra, Public Works Director/City Engineer Mick Monken, Finance Director/Treasurer Barb Lowe, Human Resource Director Steve Edin, Police Chief Randy Celori, and City Clerk/Admin. Asst. Norma Scott

OTHERS: Bill James and Gary McKee

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**Guest Business.** Department of Transportation presenter Gary McKee explained the Bickford Avenue/US2 intersection proposal. The Bickford Avenue area is very congested and has safety issues. The project design cost is \$ 2.1 million and construction cost is \$18.4 million. An open house is planned for late summer or fall.

**Consent Agenda.** Councilmember Spencer moved to approve the Consent Agenda (A. Approve July 2011 vouchers: Payroll Direct Deposits 904500-904559 for \$124,873.69; Payroll Checks 32083-32085 for \$5,192.39; Claims 32086-32166 for \$357,316.09; Electronic Funds Transfers 352-355 for \$4,969.60; Tax Deposit 7.15.11 for \$44,830.86 for total vouchers approved of \$537,182.63; B. Approve minutes of July 11, 2011 regular Council meeting; C. Final project acceptance of 20<sup>th</sup> Street SE, west end overlay; D. Approve amendment to Narcotics Task Force Interlocal; and E. Approve Interlocal Agreement with Snohomish County for vehicle maintenance), seconded by Councilmember Tageant; motion carried unanimously. (6-0-0-1)

**Excused Absence.** Councilmember Dooley moved to excuse Councilmember Quigley, seconded by Councilmember Holder; motion carried unanimously. (6-0-0-1)

**Approve Interlocal Agreement for Police Skill Refresher.** Police Chief Celori commented this agreement is between the City of Everett and other cities for Police in service training. This is a cost effective way to receive 24 hours of training a year.

**MOTION:** Councilmember Spencer moved to authorize the Mayor to sign Amendment No. 1 to Interlocal Government Agreement with the City of Everett, seconded by Councilmember Daughtry; motion carried unanimously. (6-0-0-1)

**Approve Resolution No. 2011-9, fees amendment.** City Clerk Scott reviewed the fee changes/additions to the following: solicitor license, duplication of public records, and certified copy fees.

**MOTION:** Councilmember Daughtry moved to approve Resolution No. 2011-9 fees amendment, seconded by Councilmember Dooley; motion carried unanimously. (6-0-0-1)

**Annexation Interlocal Agreement with Lake Stevens Sewer District.** City Administrator Berg reported the Sewer District was unable to place the annexation on the November ballot. The District will make a recommendation on when to hold the election.

**MOTION:** Councilmember Spencer moved to approve the Annexation Interlocal Agreement with Lake Stevens Sewer District, seconded by Councilmember Dooley; motion carried unanimously. (6-0-0-1)

**Council Person's Business:** Councilmembers reported on the following: Tageant - update on Shoreline Committee report and Ironman volunteers; Holder – questioned roundabout landscaping (Public Works Director/Engineer Monken responded he is working on it but will not be completed by Aquafest, but in 3-4 weeks); Somers – attended Subarea Planning Committee; and Daughtry – attended Snohomish County & Cities dinner.

**Staff Reports:** Staff reported on the following: City Administrator Berg – web site update, Finance Director/Treasurer Lowe is working on the budget, and Staples open house is tomorrow; Planning Director Ableman – Park Board tomorrow night, Aquafest update, first Design Review Board was with the Chapel Rock project; Public Works Director/Engineer Monken – two week anniversary of milfoil application; Police Chief Celori – large drug find occurred two weeks ago; and Human Resource Director Edin – provided bi-annual report on Wellness.

**Executive Session.** An executive session was called for potential litigation for 15 minutes with no action to follow 7:45 p.m. After a three minute break the executive session convened at 7:48 p.m. and reconvened into regular session at 8:05 p.m.

**Adjourn.** Councilmember Dooley moved to adjourn at 8:05 p.m., seconded by Councilmember Tageant; motion carried unanimously. (6-0-0-1)

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Mark Somers, Mayor Pro-Tem

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Norma J. Scott, City Clerk/Admin. Asst.



LAKE STEVENS CITY COUNCIL  
**STAFF REPORT**

**Council Agenda Date:** 8 August 2011

**Subject:** Approved Amendment No. 1 to 20<sup>th</sup> Street SE Interlocal Agreement with Snohomish County

**Contact** Mick Monken **Budget Impact:** NA  
**Person/Department:** Public Works

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**RECOMMENDATION(S)/ACTION REQUESTED OF COUNCIL:** **Approve Amendment No. 1 to the interlocal agreement with Snohomish County concerning coordination of improvements to 20<sup>th</sup> Street SE. This ILA Amendment needs to be approved concurrent with the adoption of related code amendments in Ordinance No. 859.**

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**SUMMARY/BACKGROUND:** As a County condition for the City's Southwest annexation (2010), an Interlocal Agreement (ILA) was executed that obligated the City to provide political, administrative, and financial support for the continuation and completion of 20<sup>th</sup> Street SE between US 2 and 91<sup>st</sup> Avenue SE (aka Phase 2). The ILA was approved by the City in late 2009 and recorded in March 2010.

In brief the ILA was a commitment for the County to continue to be the lead agency on this project, continue to obligate traffic mitigation dollars towards the project, and to seek grant opportunities in partnership with the City. For the City, the major commitments were that the City: grant the County full access to the newly annexed land for the purpose of completing the project; maintain a transportation demand management (TDM) program in the project area; require County past identified traffic mitigation dollars to be collected within the City and transferred to the County; and a payment to the County of \$3,000,000 (in annual payments of \$500,000).

Early last year, the City made its first and only payment to date of \$500,000. At that time, Phase 1 of the project was nearing completion and Phase 2 was expected to be ready for construction as early as 2011 (per Snohomish County published Projects Update newsletter). Within a few months, the County announced to the City that Phase 2 was expected to be delayed to 2013 due to the economic climate with funding shortfalls. During the 2011 County budget process, it was discovered that the County was delaying Phase 2 of the project indefinitely. This was a major concern for the City on several points: 1) the City was still committed to pay the County \$2.5 million towards the project with no certainty when a project might be built; 2) the City had obligations that would cost resources to follow through on the TDM requirements; 3) mitigation dollars collected in the area might be lost; and 4) the 20<sup>th</sup> Street SE corridor is part of the City's future economical development area and the improvements to this roadway is are critical to the full development potential of this area.

By the summer of 2010, the City staff began conversations with County staff on how to keep this project moving forward. The County's position was that they would not be able to keep this a priority project due to the economy and political budgetary direction changes. At this point, City staff-began working with the County to develop a change to the ILA that would put the City as the lead agency and remove the financial and TDM obligations on the City and would allow the City to collect the County identified traffic mitigation dollars in the annexation area.

It took several months to develop the attached amendment to the ILA. The major points of amendment number 1 of the ILA are: 1) The City is the lead agency on Phase 2; 2) The County will remain the lead agency on Phase 1 until the project is closed out and accepted by the City; 3) County will assist the City in pursuing funding but is not obligated to expend County Funds; 4) TDM obligation by the City has been rescinded; 5) the City no longer is obligated to make the remaining \$2.5 million payment to the County; 6) the City will be required to collect remaining outstanding past County identified traffic mitigation dollars (the County's identified traffic mitigation dollars are attached as part of the ILA amendment).

This ILA amendment will put the City in control of Phase 2 of this project. This amendment is very beneficial to the City to help ensure that this project continues to move forward with some level of certainty and that any City resources expended on this project have a near term return. If this amendment is not approved, the City is obligated under the original 20<sup>th</sup> Street SE ILA to expend staff resources and \$2.5 million dollars with no certainty on when any future action will occur on Phase 2.

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**APPLICABLE CITY POLICIES:** NA

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**BUDGET IMPACT:** NA. **If amendment is not approved the identified \$2,500,000 for TDM and traffic fee cannot be collected by the City and will be lost to future collection.**

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**ATTACHMENTS:**

- ▶ Exhibit A: County Approved 20<sup>th</sup> Street SE ILA Amendment No. 1

Exhibit A

AFTER RECORDING RETURN TO:  
Snohomish County Department of Public Works  
Attn: Doug McCormick  
3000 Rockefeller, M/S 607  
Everett, Washington 98201

**Parties:** City of Lake Stevens and Snohomish County  
**Tax Account No.:** Not Applicable  
**Legal Description:** Not Applicable  
**Reference No. of Documents Affected:** Not Applicable  
Filed with Auditor pursuant to RCW 39.34.040  
**Document Title:**

**AMENDMENT NO. 1 TO THE INTERLOCAL AGREEMENT BETWEEN  
SNOHOMISH COUNTY AND THE CITY OF LAKE STEVENS  
CONCERNING THE COORDINATION OF IMPROVEMENTS TO 20<sup>TH</sup> STREET SE**

*This Amendment No. 1 to the Interlocal Agreement Between Snohomish County and the City of Lake Stevens Concerning the Coordination of Improvements to 20<sup>th</sup> Street SE* (“Agreement”) is made and entered into by and between Snohomish County (“County”), a political subdivision of the State of Washington, and the City of Lake Stevens (“City”), a municipal corporation.

WHEREAS, the coordination of improvements to 20<sup>th</sup> Street SE was provided by the City and the County with the “Interlocal Agreement Between Snohomish County and the City of Lake Stevens Concerning the Coordination of Improvements to 20<sup>th</sup> Street SE” approved by both parties and recorded on March 10, 2010 under Auditor’s File Number 201003100073 (hereinafter “Original Agreement”); and

WHEREAS, 20<sup>th</sup> Street SE is predominantly a two-lane urban arterial roadway running through both portions of the incorporated City and the unincorporated Lake Stevens urban growth area (UGA); and

WHEREAS, the City and the County agree that 20th Street SE is a significant and important regional east-west connector arterial serving residents and businesses in the City and the County; and

WHEREAS, the County had a construction project for 20<sup>th</sup> Street SE, the (“Project”), that was divided into two segments. Segment 1 consisted of that portion of 20<sup>th</sup> Street SE from 91<sup>st</sup> Avenue SE to South Lake Stevens Road. Segment 2 consisted of that portion of 20<sup>th</sup> Street SE

from US 2 to 91<sup>st</sup> Avenue SE, pursuant to which the Original Agreement designated the County as lead agency for both segments of the Project; and

WHEREAS, on January 1, 2010, the City annexed the Project area and in the 4<sup>th</sup> quarter of 2010 the physical construction of Segment 1 improvements were completed by the County and turned over to the City; and

WHEREAS, the County and the City acknowledge that it is mutually beneficial to improve Segment 2 of the Project, for the purpose of adding capacity and improving road standards; and

WHEREAS, Segment 2 of the project is entirely within the City's limits, the City desires to act as lead agency for the design, right-of-way acquisition, and construction of Segment 2 and the County to remain as lead agency for Segment 1 until all existing claims are settled and the project is closed out by the County, which revision requires amendment of the Original Agreement; and

WHEREAS, the City desires the assistance of Snohomish County to aid the City in seeking and securing funding opportunities to complete the design, right-of-way acquisition, and construction of Segment 2; and;

WHEREAS, pursuant to chapter 82.02 RCW, the County has been collecting proportional traffic mitigation fees from developments located within the Transportation Service Area that the Project is located within; and

WHEREAS, the County has expended in conjunction with Segment 1, all the County traffic mitigation fees that were collected to date from developments located within the Transportation Service Area that the Project is located within and that no further County mitigation fees will be expended towards the Project.

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, it is agreed that the Original Agreement shall be amended as follows:

**A. AMENDMENT TO ORIGINAL AGREEMENT – PROJECT POSSIBILITIES**

1. **Purpose.** The purpose of this Amendment No. 1 to the original Agreement is to establish the rights and responsibilities of the City and County regarding Segment 2 of the Project.
2. **City as lead agency for Segment 2.** Section A, Paragraph 2 of the Original Agreement is hereby amended such that the City will be designated as lead agency for Segment 2 of the Project and shall be responsible for the completion of the design, right-of-way acquisition, and construction of Segment 2. The County will remain the lead agency for Segment 1 until all existing claims are settled and the project is closed out by the County, pursuant to which the terms and conditions of the Original Agreement shall remain in full

force and effect and govern the rights and obligations of the parties as it pertains to completion of Segment 1 of the Project. In accordance therewith the City grants the County the authority within the City to perform all work or duties needed by the County to close out the Segment 1 portion of the Project.

3. **Funding for Segment 2.** Section A, Paragraph 11 of the Original Agreement is hereby amended such that the City and County agree that the County will assist the City in pursuing funding to allow the City to complete the design, right-of-way acquisition, and/or construction of Segment 2 in the form of grants or loan programs; Provided, however, the County shall not be obligated to expend County funds in the repayment of any funding secured by the City relating thereto nor shall the County otherwise assume any funding obligation as to Segment 2 of the Project.
4. **Termination as to Segment 2.** Section A, Paragraphs 3, 4, 7 and 10 of the Original Agreement are hereby rescinded and otherwise terminated between the parties as to Segment 2 of the Project. In all other respects, Section A, Paragraphs 5, 6, 8, and 11 shall continue to apply as between the parties pertaining to Segment 2 of the Project as undertaken by the City except to the extent otherwise modified herein. In accordance therewith, the County shall have no further obligation to undertake performance of any portion of Segment 2 of the Project except as expressly provided herein. To the extent the County provides assistance or otherwise participates with the City in any portion of Segment 2 of the Project, the remaining provisions in the Original Agreement as set forth in Section B, Hold Harmless/Indemnification, and Section C, General Terms, shall continue to govern the rights and obligations of the parties pertaining thereto to the extent not expressly amended herein.
5. **Developments subject to County mitigation fees.** Section A, Paragraph 9 of the Original Agreement is hereby amended such that it reads as follows:
  - a. Both parties agree that as of the effective date of this amended Agreement the County traffic mitigation fees associated with the developments identified in the list referenced in paragraph 9a of the original agreement and attached to this agreement (Attachment A), will no longer be paid to the County and will be collected and used by the City for Phase II.
  - b. Both parties agree that all County traffic mitigation fees associated with the developments identified in the list referenced in paragraph 9a of the original agreement and collected by the County up to the effective date of this amended agreement, have been and will be expended by the County on Segment 1 of the Project, and that no further County mitigation fees associated with those developments will be expended by the County towards either Segments 1 or 2 of the Project.

## B. GENERAL TERMS AND CONDITIONS

In addition to those "GENERAL TERMS" set forth in Section C of the Original Agreement, the following additional Terms and Conditions are hereby included:

1. **Non-discrimination.** The City shall comply with the Snohomish County Human Rights Ordinance, Chapter 2.460 SCC, which is incorporated herein by this reference. Execution of this Agreement constitutes a certification by the City of the City's compliance with the requirements of Chapter 2.460 SCC. If the City is found to have violated this provision, or furnished false or misleading information in an investigation or proceeding conducted pursuant to Chapter 2.460 SCC, this Agreement may be subject to a declaration of default and termination at the County's discretion. This provision shall not affect the City's obligations under other federal, state, or local laws against discrimination.
2. **Savings Clause.** The County and the City intend that the Amendments contained herein shall supersede and otherwise control over conflicting provisions contained in that Original Agreement between the County and the City signed by the Snohomish County Executive and the Mayor of the City, and recorded with the Snohomish County Auditor under Auditor's No. 200708240249, as to the rights and obligations of the parties pertaining to Segment 2.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2011.

**CITY OF LAKE STEVENS**

**SNOHOMISH COUNTY**

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
County Executive

Approved as to Form:

Approved as to Form:

\_\_\_\_\_  
City Attorney

  
\_\_\_\_\_  
Deputy Prosecuting Attorney

ATTACHMENT A

LAKE STEVENS SOUTHWEST ANNEXATION AREA DEVELOPMENTS  
 5/21/2011

Approved applications within the SW Lake Stevens annexation area with fees assessed to be paid to the county												
Project File Number	Development Name, Location	Type	Project Status	Total dwelling units (DU) approved	Remaining DU permits to be issued	Future capacity payment required per DU prior to permit	Total Remaining future capacity payments due	Transportation Demand Management payment required per DU prior to permit	Total Remaining TDM Due	WSDOT payment required per DU prior to permit	Total Remaining WSDOT Due	
06104246 LU	Cascade Crest, 9 91st Ave SE	OSP	Approved	16	10	\$2,612.51	\$26,126.10	\$56.81	\$568.10	\$0.00	\$0.00	
06104240 LU	Olympic Estates, 9 91st Ave SE	OSP	Approved	25	25	\$3,844.14	\$85,603.50	\$72.72	\$1,818.00	\$0.00	\$0.00	
06104250 LU	Pacific Place, 9 91st Ave SE	OSP	Approved	27	27	\$3,354.46	\$90,570.42	\$72.94	\$1,969.58	\$0.00	\$0.00	
07102464 SP	Frontier Burger SP, 406 91st Ave SE	SP	Preliminary Approval	6	6	\$2,757.75	\$16,546.50	\$0.00	\$0.00	\$0.00	\$0.00	
06124971 SD	Fairbrook North, 8505 8th St SE	Plat	Preliminary Approval	12	12	\$3,038.53	\$36,402.36	\$0.00	\$0.00	\$0.00	\$0.00	
06124966 SD	Fairbrook South, 8505 8th St SE	Plat	Preliminary Approval	12	11	\$3,309.42	\$36,403.62	\$0.00	\$0.00	\$0.00	\$0.00	
06133489 SD	Dunroven Ranch, 8332 8th St SE	Plat	Preliminary Approval	12	11	\$3,483.48	\$38,318.28	\$75.75	\$835.25	\$0.00	\$0.00	
06102475 SD	Emilie Ridge, 8206 SR 204	Plat	Recorded	11	1	\$3,309.31	\$3,309.31	\$0.00	\$0.00	\$121.54	\$121.54	
04118541 SD	Sonterra, E of SR 204, N of 10 St SE, W lot 79 Ave SE	Plat	Preliminary Approval	41	41	\$3,225.09	\$132,228.69	\$75.75	\$3,105.75	\$109.46	\$14,125.32	
07111564 SD	Midland, 8002 8th St SE	Plat	Preliminary Approval	12	12	\$3,193.19	\$38,318.28	\$69.44	\$835.28	\$0.00	\$0.00	
06127825 SD	Snowberry Court, 305 81st Ave NE	Plat	Preliminary Approval	15	15	\$3,088.68	\$46,330.20	\$0.00	\$0.00	\$0.00	\$0.00	
06132970 SD	Saddle Plat, 7726 10th St SE	Plat	Preliminary Approval	12	12	\$3,193.19	\$38,318.28	\$69.44	\$835.28	\$0.00	\$0.00	
04118542 SD	Cavalero Ridge, 1520 78th Ave SE	Plat	Recorded	108	84	\$3,045.92	\$255,857.28	\$71.54	\$6,009.36	\$0.00	\$0.00	

LAKE STEVENS SOUTHWEST ANNEXATION AREA DEVELOPMENTS  
 5/21/2011

Project File Number	Development Name, Location	Type	Project Status	Total dwelling units (DU) approved	Remaining DU permits to be issued	Future capacity payment required per DU prior to permit	Total Remaining future capacity payments due	Transportation Demand Management payment required per DU prior to permit	Total Remaining TDM Due	WSDOT payment required per DU prior to permit	Total Remaining WSDOT Due
04110993 SD	Avery Park Phase I, 1224 79th Ave SE	Plat	Recorded	80	0	\$0.00	\$0.00	\$0.00	\$0.00	\$75.57	\$0.00
04110998 SD	Avery Park Phase II, 1224 79th Ave SE	Plat	Recorded	100	0	\$1,559.85	\$0.00	\$0.00	\$0.00	\$75.57	\$0.00
04119730 SD	Boges, W side of 83rd Ave SE at 12th St SE	Plat	Preliminary Approval	65	43	\$761.94	\$32,769.42	\$0.00	\$0.00	\$86.45	\$3,717.78
06100425 CP	Huber Office Building, 7304 10th St SE	Commercial	Approved	12,077 SF	12,077 SF		\$41,087.04		\$1,350.00		\$0.00
04120529 SD	L101-L Sutherland, 7713 20th St SE	Plat	Preliminary Approval	193	193	\$3,033.53	\$585,193.37	\$0.00	\$0.00	\$92.20	\$17,794.60
06101737 SD	Amber Skyline Div 1, 1109 83rd Ave SE	Plat	Final Plat Review	12	0	\$3,033.53	\$0.00	\$0.00	\$0.00	\$21.31	\$0.00
06101122 SD	Amber Skyline Div 2, 1121 83rd Ave SE	Plat	Final Plat Review	12	11	\$3,033.53	\$33,368.85	\$0.00	\$0.00	\$21.31	\$234.41
06101125 SD	Amber Skyline Div 3, 8421 12th St SE	Plat	Final Plat Review	12	12	\$3,033.53	\$36,402.36	\$0.00	\$0.00	\$21.31	\$255.72
06101129 SD	Amber Skyline Div 4, 8525 12th St SE	Plat	Final Plat Review	12	12	\$3,033.53	\$36,402.36	\$0.00	\$0.00	\$21.31	\$255.72
06101131 SD	Amber Skyline Div 5, 8625 12th St SE	Plat	Final Plat Review	12	12	\$3,033.53	\$36,402.36	\$0.00	\$0.00	\$21.31	\$255.72
06101132 SD	Amber Skyline Div 6, 8625 12th St SE	Plat	Final Plat Review	12	11	\$3,033.53	\$36,400.00	\$0.00	\$0.00	\$21.31	\$234.41
06101752 SD	Amber Skyline Div 7, W side of 87 Ave SE, 250' N of 12 St SE	Plat	Final Plat Review	12	12	\$3,033.53	\$36,400.00	\$0.00	\$0.00	\$21.31	\$255.72

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AMENDMENT NO. 1 TO THE INTERLOCAL AGREEMENT  
 BETWEEN SNOHOMISH COUNTY AND THE CITY OF LAKE STEVENS  
 CONCERNING THE COORDINATION OF IMPROVEMENTS TO 20<sup>TH</sup> STREET SE

LAKE STEVENS SOUTHWEST ANNEXATION AREA DEVELOPMENTS  
 5/21/2011

Project File Number	Development Name, Location	Type	Project Status	Total dwelling units (DU) approved	Remaining DU permits to be issued	Future capacity payment required per DU prior to permit	Total Remaining future capacity payments due	Transportation Demand Management payment required per DU prior to permit	Total Remaining TDM Due	WSDOT payment required per DU prior to permit	Total Remaining WSDOT Due
06107776 SP	Schuman Estates, 120 99th Ave SE	SP	Final Plat Review	9	2	\$3,483.48	\$6,966.96	\$328.25	\$656.50	\$0.00	\$0.00
06102710 CP	Hewitt Retirement Home, 10227 20 St SE	Commercial	Preliminary Approval	55	55	\$1,203.38	\$66,185.90	\$0.00	\$0.00	\$0.00	\$0.00
06125830 SP	Austin SP, 619 S Davies Rd	SP	Preliminary Approval	5	4	\$3,483.48	\$13,933.92	\$75.75	\$303.00	\$0.00	\$0.00
06129532 SD	L-105-1 Holly, 9924 S Lake Stevens Rd	Plat	Preliminary Approval	9	9	\$3,483.48	\$31,351.32	\$75.75	\$1,666.50	\$98.75	\$888.75
06129533 SD	L105-1 Holly Div 2, 10012 S Lk Stevens Rd	Plat	Preliminary Approval	11	11	\$3,008.63	\$33,094.98	\$84.55	\$931.15	\$100.01	\$1,100.11
06129535 SD	L105-1 Holly Div 3, 10024 S Lk Stevens Rd	Plat	Preliminary Approval	13	13	\$3,215.52	\$41,801.76	\$68.92	\$908.96	\$102.52	\$1,332.76
06129536 SD	L105-1 Holly Div 4, 2526 103rd Ave SE	Plat	Preliminary Approval	19	19	\$3,483.48	\$66,186.12	\$75.75	\$1,439.25	\$247.78	\$4,707.82
04125895 SD	Passadera, 3325 103rd Ave SE	Plat	Recorded	195	15	\$2,936.18	\$44,042.70	\$0.00	\$0.00	\$109.22	\$1,638.30
06103783 SP	Anderson, Mark	SP	Final SP Review	5	4	\$3,483.48	\$13,933.92	\$75.75	\$303.00	\$344.52	\$1,378.08
06125235 LU	Touchette LDMR, 9132 4th St SE	OSP	Approved	6	6	\$2,802.90	\$17,417.40	\$63.13	\$378.78	\$0.00	\$0.00
	<b>TOTAL</b>						<b>\$2,051,667.49</b>		<b>\$23,907.54</b>		<b>\$48,296.76</b>

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AMENDMENT NO. 1 TO THE INTERLOCAL AGREEMENT  
 BETWEEN SNOHOMISH COUNTY AND THE CITY OF LAKE STEVENS  
 CONCERNING THE COORDINATION OF IMPROVEMENTS TO 20<sup>TH</sup> STREET SE

LAKE STEVENS SOUTHWEST ANNEXATION AREA DEVELOPMENTS  
 5/21/2011

Project File Number	Development Name, Location	Type	Project Status	Total dwelling units (DU) approved	Remaining DU permits to be issued	Future capacity payment required per DU prior to permit	Total Remaining future capacity payments due	Transportation Demand Management payment required per DU prior to permit	Total Remaining TDM Due	WSDOT payment required per DU prior to permit	Total Remaining WSDOT Due
Pending Applications within the SW Lake Stevens annexation area:											
08106563 SP	Swenson SP	SP	Pending	5			\$17,417.40		\$1,641.25		\$1,722.60
07108743 SD	Cavalero Heights	Plat	Pending	11			\$88,338.28		\$899.25		\$0.00
07113490 SD	Shadow Hawk	Plat	Pending	25			\$83,503.52		\$1,818.00		\$8,268.48
07102437 SD	Vine Maple	Plat	Pending	15			\$52,252.20		\$1,136.25		\$5,167.80
06128059 SP	Berita Helseth SP	SP	Pending	3			\$10,450.44		\$227.25		\$0.00
06102354 SP	Jim Innot SP	SP	Pending	4			\$10,450.44		\$227.25		\$1,033.56
09102709	Lindberg SP	SP	Pending	3			\$6,966.96		\$656.50		\$0.00
	<b>TOTAL</b>						<b>\$219,459.24</b>		<b>\$6,539.75</b>		<b>\$16,192.44</b>

P:\Public Works\Projects\2010 Projects\1010 - 20th Street SE\Document\SW Annexation Dev Mitigation 5 21 11\Lake Stevens SW Annexation Developments FINAL 5 21 11.xls

AMENDMENT NO. 1 TO THE INTERLOCAL AGREEMENT  
 BETWEEN SNOHOMISH COUNTY AND THE CITY OF LAKE STEVENS  
 CONCERNING THE COORDINATION OF IMPROVEMENTS TO 20<sup>TH</sup> STREET SE



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**PROFESSIONAL SERVICES AGREEMENT BETWEEN  
CITY OF LAKE STEVENS  
AND PERTEET INC.  
FOR 20<sup>th</sup> Street SE - DESIGN EVALUATION - Vertical Profile**

THIS AGREEMENT, made and entered into in Snohomish County, Washington, by and between CITY OF LAKE STEVENS, hereinafter called the "City," and Perteet, Inc., a Washington corporation, hereinafter called the "Consultant."

WHEREAS, the Consultant has represented, and by entering into this Agreement now represents, that the firm and all employees assigned to work on any City project are in full compliance with the statutes of the State of Washington governing activities to be performed and that all personnel to be assigned to the work required under this agreement are fully qualified and properly licensed to perform the work to which they will be assigned.

NOW, THEREFORE, in consideration of the terms, conditions, covenants and performances contained herein below, the parties hereto agree as follows:

**ARTICLE I. PURPOSE**

The purpose of this agreement is to provide the City with consulting services to analysis of two vertical centerline profile with catch points as described in Article II. The general terms and conditions of relationships between the City and the Consultant are specified in this agreement.

**ARTICLE II. SCOPE OF WORK**

The scope of work is set out in the attached Estimate of Professional Services for the 20<sup>th</sup> Street SE - design evaluation for the vertical centerline profile alternative development, hereinafter referred to as the "scope of services," **Exhibit A**. All services and materials necessary to accomplish the tasks outlined in **Exhibit A** shall be provided by the Consultant unless noted otherwise in the scope of services or this agreement.

**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 work 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 work 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 listed in the scope of services 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 contract shall be terminated prior to its completion as herein provided, all work product of the Consultant, along with a summary of work done to 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 contract. The summary of work done shall be prepared at no additional cost to the City.

Consultant will not be held liable for reuse of these documents or modifications thereof for any purpose other than those authorized under this Agreement without the written authorization of Consultant.

**III.3 TIME OF PERFORMANCE.** The Consultant shall be authorized to begin work under the terms of this agreement upon signing of both the scope of services and this agreement and shall complete the work within 150 days, unless a mutual written agreement is signed to change the schedule. An extension of the time for completion may be given by the City due to conditions not expected or anticipated at the time of execution of this agreement.

**III.4 NONASSIGNABLE.** The services to be provided by the Consultant shall not be assigned or subcontracted without the express written consent of the City.

**III.5 EMPLOYMENT.** Any and all employees of the Consultant, while engaged in the performance of any work or services required by the Consultant under this agreement, shall be considered employees of the Consultant only and not of the City, and any and all claims that may or might arise under the Workman's Compensation Act on behalf of any said employees while so engaged, and any and all claims made by any third party as a consequence of any negligent act or omission on the part of the Consultant or its employees while so engaged in any of the work or services provided herein shall be the sole obligation of the Consultant.

**III.6 INDEMNITY.**

a. Consultant shall defend, indemnify and hold the City, its officers, officials, employees and volunteers harmless from any and all claims, injuries, damages, losses or

suits including attorney fees, arising out of or resulting from the acts, errors or omissions of the Consultant in performance of this Agreement, except for injuries and damages caused by the sole negligence of the City.

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

c. The provisions of this section shall survive the expiration or termination of this agreement.

### III.7 INSURANCE.

a. **Minimum Limits of Insurance.** The Consultant shall, before commencing work under this agreement, file with the City certificates of insurance coverage to be kept in force continuously during this agreement, and during all work performed pursuant to all short form agreements, in a form acceptable to the City. Said certificates shall name the City as an additional named insured with respect to all coverages except professional liability insurance. The minimum insurance requirements shall be as follows:

(1) Comprehensive General Liability. \$1,000,000 combined single limit per occurrence for bodily injury personal injury and property damage; \$2,000,000 general aggregate;

(2) Automobile Liability. \$300,000 combined single limit per accident for bodily injury and property damage;

(3) Workers' Compensation. Workers' compensation limits as required by the Workers' Compensation Act of Washington;

(4) Consultant's Errors and Omissions Liability. \$1,000,000 per occurrence and as an annual aggregate.

b. **Endorsement.** Each insurance policy shall be endorsed to state that coverage shall not be suspended, voided, canceled, reduced in coverage or in limits except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to the City.

c. **Acceptability of Insurers.** Insurance to be provided by Consultant shall be with a Bests rating of no less than A:VII, or if not rated by Bests, with minimum surpluses the equivalent of Bests' VII rating.

d. **Verification of Coverage.** In signing this agreement, the Consultant is

acknowledging and representing that required insurance is active and current.

**III.8 DISCRIMINATION PROHIBITED AND COMPLIANCE WITH EQUAL OPPORTUNITY LEGISLATION.** The Consultant agrees to comply with equal opportunity employment and not to discriminate against client, employee, or applicant for employment or for services because of race, creed, color, religion, national origin, marital status, sex, age or handicap except for a bona fide occupational qualification with regard, but not limited to, the following: employment upgrading; demotion or transfer; recruitment or any recruitment advertising; layoff or terminations; rates of pay or other forms of compensation; selection for training, rendition of services. The Consultant further agrees to maintain (as appropriate) notices, posted in conspicuous places, setting forth the provisions of this nondiscrimination clause. The Consultant understands and agrees that if it violates this nondiscrimination provision, this agreement may be terminated by the City, and further that the Consultant will be barred from performing any services for the City now or in the future, unless a showing is made satisfactory to the City that discriminatory practices have been terminated and that recurrence of such action is unlikely.

**III.9 UNFAIR EMPLOYMENT PRACTICES.** During the performance of this agreement, the Consultant agrees to comply with RCW 49.60.180, prohibiting unfair employment practices.

**III.10 AFFIRMATIVE ACTION.** Affirmative action shall be implemented by the Consultant to ensure that applicants for employment and all employees are treated without regard to race, creed, color, sex, age, marital status, national origin or the presence of any sensory, mental or physical handicap, unless based on a bona fide occupational qualification. The Consultant agrees to take affirmative action to ensure that all of its employees and agent adhere to this provision.

**III.11 LEGAL RELATIONS.** The Consultant shall comply with all federal, state and local laws and ordinances applicable to work to be done under this agreement. This contract shall be interpreted and construed in accordance with the laws of Washington. Venue for any action commenced relating to the interpretation, breach or enforcement of this agreement shall be in Snohomish County Superior Court.

**III.12 INDEPENDENT CONTRACTOR.** The Consultant's relation to the City shall at all times be as an independent contractor.

**III.13 CONFLICTS OF INTEREST.** While this is a non-exclusive agreement the Consultant agrees to and will notify the City of any potential conflicts of interest in Consultant's client base and will seek and obtain written permission from the City prior to providing services to third parties where a conflict of interest is apparent. If a conflict is irreconcilable, the City reserves the right to terminate this agreement.

**III.14 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.** The Consultant shall be paid by the City for completed work for services rendered under this agreement and as detailed in the scope of services as provided hereinafter. Such payment shall be full compensation for work performed or services rendered and for all labor, materials, supplies, equipment and incidentals necessary to complete the work. Payment shall be on a time and expense basis, provided, however, in no event shall total payment under this agreement exceed Twenty-Nine Thousand Nine Hundred Seventy-Four Dollars (\$29,974). In the event the City elects to expand the scope of services from that set forth in **Exhibit A**, the City shall pay Consultant an additional amount based on a time and expense basis, based upon Consultant's current schedule of hourly rates.

a. Invoices shall be submitted by the Consultant to the City for payment pursuant to the terms of the scope of services. The invoice will state the time expended, the hourly rate, a detailed description of the work performed, and the expenses incurred during the preceding month. Invoices must be submitted by the 20<sup>th</sup> day of the month to be paid by the 15<sup>th</sup> day of the next calendar month.

b. The City will pay timely submitted and approved invoices received before the 20<sup>th</sup> 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 contract must meet the approval of the City, which shall not be unreasonably withheld if work has been completed in compliance with the scope of work and City requirements.

## ARTICLE V. GENERAL

V.1 **NOTICES.** Notices to the City shall be sent to the following address:

CITY OF LAKE STEVENS  
C/O Mick Monken  
PO Box 257  
LAKE STEVENS, WA 98258-0257

Notices to the Consultant shall be sent to the following address:

Kurt Ahrensfield  
Perteet Inc.  
2707 Colby Avenue, Suite 900  
Everett, WA 98201

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) days' written notice to the Consultant.

If this agreement is terminated in its entirety by the City for its convenience, a final payment shall be made to the Consultant which, when added to any payments previously made, shall total the actual costs plus the same percentage of the fixed fee as the work completed at the time of termination applied to the total work required for the project.

V.3 **DISPUTES.** The parties agree that, following reasonable attempts at negotiation and compromise, any unresolved dispute arising under this contract may be resolved by a mutually agreed-upon alternative dispute resolution of arbitration or mediation.

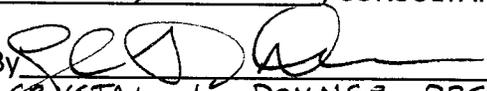
V.4 **NONWAIVER.** Waiver by the City of any provision of this agreement or any time limitation provided for in this agreement shall not constitute a waiver of any other provision.

DATED this \_\_\_\_\_ day of \_\_\_\_\_, 2011.

CITY OF LAKE STEVENS

By \_\_\_\_\_  
VERN LITTLE, MAYOR

PERTEET, INC., CONSULTANT

By   
CRYSTAL L. DONNER, PRESIDENT

APPROVED AS TO FORM:

\_\_\_\_\_  
GRANT K. WEED, CITY ATTORNEY

## **EXHIBIT A**

### **Scope of Services** **City of Lake Stevens** **20<sup>th</sup> Street Southeast Design Analysis** **(US 2 to 91<sup>st</sup> Avenue SE)**

#### **INTRODUCTION**

The purpose of this scope of services is to assist the City of Lake Stevens with a design analysis. The anticipated outcome of this effort will be: 1) the development of two new vertical centerline profile alternatives (in addition to the profile developed in Phase II by Snohomish County's design prepared by Perteet Inc.); 2) performance of an analysis for two general roadway cross sections with touch points along the corridor from 91<sup>st</sup> Avenue SE to US 2; 3) development of planning level cost opinions; 4) development of a brief technical memorandum summarizing the findings and recommendations for the corridor to be used by the City in developing a corridor plan with prioritization of subsection projects.

The City of Lake Stevens will prepare a design matrix for two alternatives. The City seeks to develop a design that can be staged in logical segments that could allow for the construction of portion of the projects that would match future improvements which could closely match the existing roadway profile, and a project with a lower overall construction cost that would allow for the project to be performed with potential funding sources. The proposed alternatives may include widening for additional through lanes and left turn lanes, interim shoulders, sidewalks (on one or both sides), bicycle lanes, illumination, an enclosed drainage system or interim ditch section, stormwater detention and water quality facilities (as required), wetland mitigation (as required) and retaining walls or rockeries.

The base map used for the previously completed PS&E work conducted for Snohomish County will be utilized for this design analysis. Drainage basin delineation will remain as specified in the previously completed PS&E work. It is assumed that drainage will be captured and routed in curb section or "turnpike section" (asphalt swale/wedge curb). R/W needs yet to be acquired will be limited to what is needed for interim condition only.

#### **Optional Services**

With prior written approval of a separate scope and fee by the City and written notice-to-proceed, work elements described in this scope of services as optional services, may be produced by the Consultant.

## **SCOPE OF SERVICES**

### **1 Management/Coordination/Administration**

- 1.1 Provide project management administration (billing invoices, monthly progress reports) throughout the project's duration. It is assumed that the project duration will be up to three months.
- 1.2 Assist the City project manager in preparation of a milestone schedule (Microsoft EXCEL) that will identify milestones.
- 1.3 Participate in project coordination meetings with City staff. It is assumed that four (4) coordination meetings will be required. Assist in preparation of meeting agendas and prepare meeting minutes.
- 1.4 Prepare independent QA/QC plan review of the proposed alternatives, planning level opinions of cost, and brief technical memorandum.
- 1.5 Conduct in-house technical review of the proposed alternatives by senior staff prior to the plan reviews to analyze constructability and to review that alternatives support the goals of the City.

### **2 Profile Alternatives**

- 2.1 Alternative A (based on City provided design matrix including posted/design speed of 35 mph)  
Items in this task shall include:
  - Review City provided design matrix
  - Analyze existing centerline profile using the City provided matrix.
  - Prepare recommendations of profile revisions to meet design matrix criteria. Identify matched design speed and maximum slope.
  - Submit profile data and recommendations to City for review.
  - Prepare final Alternative A centerline.
- 2.2 Alternative B (based on best fit to existing centerline)  
Items in this task shall include:
  - Develop a centerline profile that best matches existing centerline.
  - Prepare recommendations of profile revisions for substandard safety conditions (sight distance, etc.).
  - Submit profile data and recommendations to City for review.
  - Prepare final Alternative B centerline.

### **3 Analysis of Roadway Section Alternatives**

- 3.1 Analyze two City-provided “typical” roadway cross sections. Sections will be minimized for non-peak hour interim condition (with 3 lane section) for 2017. It is assumed that existing traffic modeling or reports will be used for determination of these sections and that additional traffic modeling or reports will be considered an optional service.

Items in this task shall include:

- Using Civ3D, model the two roadway cross sections for Alternatives A and B for the corridor showing a continuous catch (or touch) point line on both sides of the road in plan view.
- Prepare corridor schematic plan layout (1”=40’) of the two general cross sections for Alternatives A and B.
- Utilize an existing (previously prepared) schematic layout of roundabout at Cavalero Road utilizing previously generated traffic information.
- Identify preliminary R/W needs, in plan view, in addition to what has already been acquired by the County prior to annexation.
- Submit schematic plan (and roundabout) layout data to the City for review.

### **4 Planning Level Opinions of Cost for Corridor**

- 4.1 Prepare planning level opinions of cost for the following:
- Alternative A with each “typical” cross section (2 opinions of cost)
  - Alternative B with each “typical” cross section (2 opinions of cost)
- 4.2 Submit opinions of cost to City for review. Revise opinions of cost based on City comments.

### **TIME FOR COMPLETION**

The Consultant shall not begin work under the terms of this Agreement until authorized in writing by the City. Work under this Agreement shall be completed by December 31, 2011.

### **ITEMS TO BE PREPARED AND/OR FURNISHED BY THE CONSULTANT**

1. Copies of minutes of meetings.
2. Monthly progress reports and invoices.
3. Electronic PDF copy of Alternative A and B centerlines with catch point lines.
4. Electronic PDF copy of typical roadway cross sections.
5. Electronic PDF copy of schematic plan (and roundabout) layout.
6. Electronic PDF copies of draft and final opinions of cost (total of 4).

7. Electronic PDF copy of plan showing preliminary R/W needs per alternative (interim condition only).

### **ITEMS TO BE FURNISHED BY THE CITY OF LAKE STEVENS**

1. Design matrix for Alternative A.
2. Current sub-area planning information prepared by others.

### **DESIGN CRITERIA**

Reports and plans, to the extent feasible, shall be developed in accordance with the latest edition and amendments of the following:

1. Washington State Department of Ecology, "Stormwater Management Manual for Western Washington", 2005.
2. Washington State Department of Transportation, "Design Manual."
3. Washington State Department of Transportation, "Highway Runoff Manual (M 31-16)".
4. Washington State Department of Transportation, "Hydraulics Manual (M 23-03)".
5. Washington State Department of Transportation, "Local Agency Guidelines".
6. Highway Research Board's Manual entitled "Highway Capacity".
7. FHWA and Washington State Department of Transportation, "Manual on Uniform Traffic Control Devices for Streets and Highways".
8. AASHTO "A Policy of Geometric Design of Highways and Streets."

### **OPTIONAL SERVICES**

The following optional services can be provided as needed. Scope of services and fee determination will be negotiated separately as a supplement to this Agreement.

1. Topographic survey services.
2. Formal R/W plan preparation and documentation of proposed acquisitions per parcel.
3. Environmental documentation and permitting assistance.
4. VISSIM traffic modeling.
5. Preparation of traffic reports.
6. Roundabout analysis (geometrics, speed analysis, modeling).
7. Drainage modeling.
8. Conceptual drainage layout.
9. Conceptual detention and water quality requirements associated with how much of the corridor is an overlay section and how much is potentially reconstructed.
10. Pond siting, conceptual layouts and water quality options.
11. Additional alternatives or options beyond what is described above.
12. Preparation of a technical memorandum to support development of a corridor plan.
13. Preparation of roadway cross sections cut at selected intervals (i.e. 50 feet).

14. Preparation of side street profiles and driveway profiles.
15. Assistance in development of sub-section projects, concept designs and opinions of cost.
16. Assistance in development of a corridor plan.
17. Assistance in preparation of grant application for project funding.



**Pertec**

**Consultant Fee Determination - Summary Sheet**

2707 Colby Avenue, Suite 900 | Everett, WA 98201 | PH: 425.252.7700 | FAX: 425-339-6018

Project: 20th Street SE Design Analysis: US2 to 91st Avenue SE  
 Client: City of Lake Stevens

**HOURLY COSTS PLUS FIXED FEE ESTIMATE**

<u>Classification</u>	<u>Hours</u>		<u>Rate</u>		<u>Cost</u>	
Associate	40	x	\$58.89	=	\$2,356	
Senior Engineer/ Manager	8	x	\$46.88	=	\$375	
Engineer II	188	x	\$29.00	=	\$5,452	
Lead Tech/Designer	6	x	\$35.73	=	\$214	
Technician III	52	x	\$25.00	=	\$1,300	
Contract Administrator	2	x	\$48.08	=	\$96	
Accountant	6	x	\$32.00	=	\$192	
Clerical	2	x	\$26.73	=	\$53	
<b>Total Direct Salary Costs</b>					<b>=</b>	<b>\$10,039</b>
<b>Overhead Costs at 162.58 %</b>					<b>=</b>	<b>\$16,321</b>
<b>Fixed Fee at 35 %</b>					<b>=</b>	<b>\$3,514</b>
<b>TOTAL HOURLY COSTS</b>					<b>=</b>	<b>\$29,874</b>

**REIMBURSABLES**

Copies	\$50
Mileage @ current IRS rate	\$50
<b>TOTAL REIMBURSABLE COST</b>	<b>= \$100</b>

**CONTRACT TOTAL** = **\$29,974**

Prepared By: Kurt Ahrensfield

Date: August 3, 2011

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LAKE STEVENS CITY COUNCIL  
**STAFF REPORT**

**Council Agenda Date:** August 8, 2011

**Subject:** Regulatory Floodplain Regulations (LS2011-05)

**Contact Person/Department:** Russ Wright, Planning &  
Community Development

**Budget Impact:** none

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**RECOMMENDATION(S)/ACTION REQUESTED OF COUNCIL:** None at this time – tonight’s discussion is an introductory workshop on the proposed floodplain regulation updates and map revisions.

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**SUMMARY:**

Introduction to proposed floodplain regulation updates and map revisions.

**BACKGROUND:**

The National Flood Insurance Program (NFIP) provides disaster assistance for flood prone properties. The Federal Emergency Management Agency (FEMA) manages the program. To receive federal flood insurance, local governments regulate development in floodplains.

In 2008, the National Marine Fisheries Service (NMFS) issued a biological opinion that required changes to the implementation of the NFIP to comply with the Endangered Species Act (ESA). A biological opinion is a scientific analysis that evaluates the potential effects of a proposed action to endangered species. The NMFS opinion found that the implementation of the NFIP, in the Puget Sound, adversely affects threatened and endangered species including different salmonids and Southern Resident Killer Whales.

In response to the findings, FEMA produced a model ordinance that addresses regulatory shortcomings in relation to endangered species. Subsequently, FEMA has required local jurisdictions to evaluate and/or amend their floodplain regulations by September 22, 2011 to comply with the biological opinion. Local governments have three primary compliance methods:

1. Adopt the newly revised model ordinance;
2. Demonstrate that existing plans and regulations provide protection for listed species; or
3. Comply project by project (by consulting with the federal services and preparing a habitat assessment).

Additionally, FEMA has updated its Flood Insurance Rate Maps (FIRMs) maps requiring local jurisdictions to update their adopted flood maps.

Floodplain regulations apply to all properties around the lake and along a portion of Catherine Creek. City staff is pursuing Method 2 to show how existing Flood Hazard, Critical Areas, and Shoreline codes and regulations adequately protect private properties and sensitive species in flood hazard areas. Staff has completed a draft of the FEMA checklist to show compliance with the model ordinance. Through this

process, staff identified some code deficiencies and proposed code revisions that conform to the model ordinance.

The proposed code amendments include mandatory and optional elements from the model ordinance. The mandatory elements will ensure consistency with ESA. The optional elements are updates to existing standards that provide additional protections for development in flood areas. The retention of optional elements is favorable to overall insurance rates in flood areas. Staff will provide the draft code amendments at a future workshop following FEMA's initial review.

If the City does not act, compliance will default to Method 3 – a case-by-case analysis with the cost of evaluation borne by future applicants to show no adverse effect to endangered species.

The second part of the FEMA update is to adopt the new FIRM maps. FIRMs indicate the location of special flood hazard areas. There were limited changes to the City's flood maps. Most changes relate to FEMA's current methodology for determining base flood elevation. The 90-day appeal period for the revised FIRMs ended May 12, 2011. FEMA will likely issue a Letter of Final Determination in August after they incorporate required changes from the comment/appeal period. After FEMA issues their letter, cities have six months to adopt the new flood maps. The City will need to make minor code revisions to Chapter 14.64 (Part I) LSMC, to incorporate the revised maps. Staff has provided maps that show the current FIRM boundaries and proposed FIRM boundaries for the Council's review.

If the City does not act, current code allows automatic map revisions. The proposed code change for the FIRM maps will have no affect other than updating the code reference.

Continued participation with the NFIP, updating the City's floodplain regulations, and adopting the current FIRM maps ensures that City residents will continue to receive favorable insurance rates and that FEMA will continue to provide disaster assistance to the City.

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**APPLICABLE CITY POLICIES:** Chapters 14.08 Basic Definitions; 14.64 Floodways, Floodplains, Drainage, and Erosion (Part I); and 14.88 Critical Areas (Part V) of the Lake Stevens Municipal Code (LSMC)

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**BUDGET IMPACT:** There is not an immediate budget effect; however, the City may need to look at floodplain permitting fees in the future.

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**ATTACHMENTS:**

1. Draft FEMA/ESA Checklist
- 2a. Existing Floodplain Map
- 2b. Revised Floodplain Map

<p align="center"><b>City of Lake Stevens</b></p> <p align="center"><b>Floodplain Management and the Endangered Species Act Checklist for Programmatic Compliance</b></p>			
<p align="center"><b>Biological Opinion Provision</b></p>	<p align="center"><b>ESA Reference</b></p>	<p align="center"><b>Model Ordinance Section</b></p>	<p align="center"><b>Community Regulations Reference</b></p>
<p><b>1. Activities Affected</b></p>			
<p>All “development” in the areas affected must comply with these provisions. The BiOp added the last two phrases to the NFIP definition of “development:” any man-made change to improved or unimproved real estate, including but not limited to buildings or other structures, mining, dredging, filling, grading, paving, excavation or drilling operations, storage of equipment or materials, subdivision of land, removal of substantial amounts of vegetation, or alteration of natural site characteristics.</p>	<p>App. 4, footnote 23</p>	<p>2. Definitions</p>	<p><b>Section 14.08.010 Definitions of Basic Terms -</b> Model Ordinance definition for "development" is proposed to be added to the identified section (Exhibit A).</p>
<p><b>2. Mapping Criteria</b></p>			
<p>a. In addition to the Special Flood Hazard Area (SFHA) and floodway on the community’s Flood Insurance Rate Map, the following areas are delineated (communitywide or permit by permit).</p>			<p>The proposed FIRM maps for the city of Lake Stevens only include Special Flood Hazard Area Zone A. The riparian habitat zone and channel migration zone and other protected areas correspond to the defined flood hazard boundaries or associated critical areas and buffers.</p>
<p>1) Riparian habitat zone (RHZ), using dimensions from the May 14, 2009, errata letter.</p>	<p>RPA 3.A, App. 4, Section 1,5/14/09 Errata letter page 6</p>	<p>3.4.C</p>	<p><b>Section 14.88.430</b> (Exhibit B) provides buffer requirements for Fish and Wildlife Habitat Conservation Areas (FWHCA), which correspond to the ESA RHZ.</p>

<p>1) Riparian habitat zone (RHZ), using dimensions from the May 14, 2009, errata letter (continued).</p>	<p>RPA 3.A, App. 4, Section 1,5/14/09 Errata letter page 6</p>	<p>3.4.C</p>	<p>The city has adopted the following buffers for FWHCA based on stream type: Type S 150 feet; Type F 100 feet; Type Np 50 feet; and Type Ns 50 feet based on localized urban development patterns (Exhibit B).</p> <p>Within shoreline jurisdiction, the Shoreline Master Program (SMP) (Exhibit E), Appendix B sets critical area buffers for associated critical areas. Lake Stevens is a Fish and Wildlife Conservation Area with a 50-foot buffer and 10-foot development setback. Buffers on wetlands associated with the shoreline are based on habitat score and all scores have been increased from the buffers in the critical areas regulations.</p> <p><b>Section 14.88.430</b> provides authority for the city to increase buffer widths based on management recommendations by the WA Department of Fish and Wildlife (WDFW) for Priority Habitats and Species (Exhibit B).</p> <p><b>Section 14.88.285</b> (Exhibit B) and the SMP (Exhibit E) require a mandatory 10-foot building setback from the edges of all critical area buffers. The city will map the RHZ based on the adopted buffers .</p> <p><b>Section 14.08.010</b> Definitions of Basic Terms - A modified definition for "RHZ" is proposed to be added to the identified section that corresponds to the adopted FWHCA buffers, vetted by WDFW and the WA Department of Ecology (DOE) (Exhibit A).</p>
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<p>2) Channel migration zone (CMZ) plus 50 feet</p>	<p>RPA 3.A, App. 4, Section 1</p>	<p>3.4.D</p>	<p>A channel migration zone has not been identified by FEMA for Catherine Creek or Lake Stevens. The channel migration zone will correspond to the proposed Special Flood Hazard Area / regulatory floodplain boundary, which in turn corresponds to the adopted FWHCA buffers described above and will be mapped accordingly.</p> <p><b>Section 14.08.010 Definitions of Basic Terms</b> - A modified definition for "CMZ" is proposed to be added to the identified section that corresponds to the adopted FWHCA buffers, vetted by WDFW and DOE (Exhibit A).</p>
<p>b. New mapping must consider future conditions and the cumulative effects from future land-use change.</p>	<p>RPA 2.C</p>	<p>3.5.E</p>	<p>See response to 2.a(2)</p> <p>The city as part of its SMP (Exhibit E) update completed an analysis of shoreline conditions and a cumulative impact analysis for Lake Stevens, Catherine Creek, and the Little Pilchuck Creek (Exhibits C and D). These reports established a baseline for determining future conditions and compliance with Section 404 of the federal Clean Water Act, Federal Endangered Species Act, Section 401 of the federal Clean Water Act, Chapter 77.55 RCW (the Hydraulic Code) among other federal and state environmental regulations.</p>

<p>b. New mapping must consider future conditions and the cumulative effects from future land-use change (continued).</p>	<p>RPA 2.C</p>	<p>3.5.E</p>	<p>The shoreline analysis and cumulative impact analysis will be the basis for the updated SMP (Exhibit E) and shoreline development regulations (Exhibit F) that ensure no net loss of ecological functions, which are similar to floodplain functions.</p>
<p>c. Communities are encouraged to consider identifying and evaluating the risk of flooding behind 100-year levees based on future conditions and cumulative effects.</p>	<p>RPA 2 D</p>		<p>NA - there are no levees in the city.</p>
<p><b>3. Administrative Procedures</b></p>			
<p>a. The application for a permit to develop in the affected area must include the elevations of the 10-, 50-, and 100-year floods, where such data are available.</p>	<p>App. 4, Section 3.4</p>	<p>4.2.A.3</p>	<p>The city is proposing to add mandatory and optional model ordinance elements in <b>Section 14.64.020</b>, addressing application requirements (Exhibit A).</p>
<p>b. The applicant must record a Notice on Title that the property contains land within the RHZ and/or 100-year floodplain before a permit may be issued.</p>	<p>App. 4, Section 3.9</p>	<p>5.1.G</p>	<p><b>Section 14.88.530</b> includes a provision that requires base flood data and flood hazard notes shall be on the face of any recorded plat or site plan including, but not limited to, base flood elevations, flood protection elevation, boundary of floodplain and zero-rise floodway. The city will update this section for consistency with current FEMA terminology and proposed changes to <b>Chapter 14.64 Lake Stevens Municipal Code (LSMC)</b> (Exhibit A).</p> <p>The city is proposing to add mandatory and optional model ordinance elements in <b>Sections 14.64.020(c)</b> and <b>14.64.050(h)</b> (Exhibit A).</p>

<p>c. Communities that permit development outside the protected area must track the projects for which they issue floodplain development permits, including effects to flood storage and fish habitat and mitigation provided.</p>	<p>App. 4, Section 4</p>	<p>4.5.F, 4.5.G</p>	<p>The city is proposing to add mandatory and optional model ordinance elements in <b>Sections 14.64.015 and .020</b>, addressing application requirements including flood hazard area permit tracking (Exhibit A). <b>Section 14.64.015(e)</b> deals specifically with permit tracking requirements.</p>
<p><b>4. General Development Standards</b></p>			
<p>a. If a lot has a buildable site out of the Special Flood Hazard Area, all new structures shall be located there, when feasible. If the lot is fully in the floodplain, structures must be located to have the least impact on salmon.</p>	<p>App. 4, Sections 3.1 and 3.11</p>	<p>5.2.A</p>	<p>The city is proposing to add mandatory and optional model ordinance elements addressing development standards including the siting of structures in <b>Section 14.64.040</b> (Exhibit A).</p> <p>As noted above, the city has adopted critical area regulations, including frequently flooded areas in <b>Chapter 14.88 LSMC</b>, that require buffers and setbacks from critical areas (Exhibit B).</p> <p>The city's existing shoreline code <b>Chapter 14.92 LSMC</b> and critical areas code <b>Chapter 14.88 LSMC</b>, draft SMP(Exhibit E), and draft shoreline regulations (Exhibit F) require setbacks from existing waterways and promote the protection of sensitive species.</p>
<p>b. Stormwater and drainage features shall incorporate low impact development techniques that mimic pre-development hydrologic conditions, when technically feasible.</p>	<p>RPA 3.A.3.B and 4.A</p>	<p>5.2.B.1</p>	<p>The city has adopted the 2005 DOE Stormwater Management Manual for Western Washington and encourages applicants to use LID techniques in <b>Chapter 11.06 LSMC Stormwater Management</b> (Exhibit B).</p>

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<p>b. Stormwater and drainage features shall incorporate low impact development techniques that mimic pre-development hydrologic conditions, when technically feasible (continued).</p>	<p>RPA 3.A.3.B and 4.A</p>	<p>5.2.B.1</p>	<p>The city is proposing to add mandatory and optional model ordinance elements addressing development standards including stormwater in <b>Section 14.64.040(b)</b> with a link to <b>Chapter 11.06 LSMC</b> (Exhibit A).</p>
<p>c. Creation of new impervious surfaces shall not exceed 10 percent of the surface area of the portion of the lot in the floodplain unless mitigation is provided.</p>	<p>App. 4, Section 3.6</p>	<p>5.2.B.2</p>	<p>The city is proposing to add mandatory and optional model ordinance elements addressing development standards including stormwater in <b>Section 14.64.040</b> with a link to <b>Chapter 11.06 LSMC Stormwater Management</b> (Exhibit A).</p>
<p>d. Any loss of floodplain storage shall be avoided, rectified or compensated for. Any compensation off site must be in a priority floodplain restoration area identified in the associated ESU Recovery Plan for listed species.</p>	<p>RPA 3.A.3.b, App. 4, Section 2</p>	<p>7.6</p>	<p><b>Sections 14.88.530 and 540</b> include requirements related to flood storage capacity. The city will update this section for consistency with current FEMA terminology and proposed changes to <b>Chapter 14.64 LSMC</b> (Exhibit A).  The city is proposing to add mandatory and optional model ordinance elements addressing development standards including compensatory storage in <b>Section 14.64.055(b)</b> (Exhibit A).</p>
<p>e. Uses that are not permitted in the Protected Area unless shown not to adversely affect water quality, habitat, etc., include septic tanks and drain fields, dumping of any materials, hazardous or sanitary waste landfills; receiving areas for toxic or hazardous waste or other contaminants.</p>	<p>App. 4, Section 1</p>	<p>5.3</p>	<p>The city is proposing to add mandatory and optional model ordinance elements addressing development standards including hazardous materials in <b>Section 14.64.040</b> (Exhibit A).</p>

<b>5. Habitat Protection Standards</b>			
a. Any improvements or repairs to existing structures that result in a greater than 10 percent increase of the structure footprint must mitigate for any adverse effects.	RPA 3.A.4	7.2.B	The city is proposing to add mandatory and optional model ordinance elements addressing development standards including exemptions and allowed activities in <b>Section 14.64.030</b> (Exhibit A).
b. Removal of native vegetation must leave 65 percent of the surface area of the portion of the property in the floodplain in an undeveloped state.	App. 4, Section 3.7	7.4	The city currently requires that buffers of critical areas be set aside either in protective easements or tracts under <b>Chapter 14.88 LSMC</b> - this would include buffers for wetlands and FWHCA (Exhibit B).
b. Removal of native vegetation must leave 65 percent of the surface area of the portion of the property in the floodplain in an undeveloped state (continued).	App. 4, Section 3.7	7.4	The city is proposing to add mandatory and optional model ordinance elements addressing development standards including retention of native vegetation in <b>Section 14.64.055</b> (Exhibit A).
c. The community must prohibit development in the floodway, RHZ, and CMZ plus 50 feet or demonstrate that any proposed development in the area does not adversely affect water quality, water quantity, flood volumes, flood velocities, spawning substrate, and/or floodplain refugia for listed salmonids.	RPA 3.A.2, App. 4, Section 1, 4	7.7 7.8	FEMA has not designated any of these features within the city. The city currently requires that critical areas and buffers be set aside either in protective easements or tracts that prohibit development under <b>Chapter 14.88 LSMC</b> - this would include buffers for wetlands and FWHCA (Exhibit B).  Because of local urban development patterns, described in Exhibit C, the city is proposing to treat the RHZ and CMZ as equivalent to the established buffers and setbacks for FWHCA.

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<p>c. The community must prohibit development in the floodway, RHZ, and CMZ plus 50 feet or demonstrate that any proposed development in the area does not adversely affect water quality, water quantity, flood volumes, flood velocities, spawning substrate, and/or floodplain refugia for listed salmonids (continued).</p>	<p>RPA 3.A.2, App. 4, Section 1, 4</p>	<p>7.7 7.8</p>	<p>The city is proposing to add mandatory and optional model ordinance elements addressing development standards including development prohibitions, water quality and quantity, flood storage and habitat protection in <b>Section 14.64.055</b> with cross references in <b>Chapter 14.88 LSMC</b> (Exhibit A).</p>
<p>d. Any development outside the Protected Area must mitigate for adverse indirect effects on stormwater, riparian vegetation, bank stability, channel migration, hyporheic zone, wetland and large woody debris functions such that equivalent or better salmon habitat protection is provided.</p>	<p>App. 4, Section 3</p>	<p>7.7 7.8</p>	<p>see response to 5.c</p>
<p>e. In the SFHA outside the Protected Area, require zoning to maintain a low density of floodplain development.</p>	<p>App. 4, Section 3.2</p>	<p>Credited by the CRS, (431LD.b)</p>	<p>The majority of the property around Lake Stevens, in city jurisdiction, is zoned Waterfront Residential. There are smaller areas with other residential zoning along with public and business districts. The majority of the shoreline and associated floodplain are developed (Exhibit G).</p> <p>The zoning along Catherine Creek varies from low-density residential zones to industrial zones. Most of the surrounding property is developed. The city owns the remaining large vacant parcels.</p> <p>Table 2 to Exhibit C provides a complete breakdown of the zoning, land uses, and development patterns for the shoreline areas that correspond to the regulatory floodplains in the city.</p>

<p>f. All structures must be set back at least 15 feet from the Protected Area and sited as close to the SFHA boundary as possible.</p>	<p>App. 4, Section 3.3</p>	<p>5.2.A</p>	<p>The city has adopted mandatory buffers for critical areas depending on the type and class under <b>Chapter 14.88 LSMC</b>. In addition under <b>Section 14.88.285</b>, a mandatory setback of 10 feet is required from the edges of all critical area buffers (Exhibit B).</p> <p>As noted because of local urban development patterns, the city is proposing to treat the RHZ and CMZ as equivalent to the established buffers for FWHCA and apply the setback described above. Over-water structures and shoreline stabilization do not require a setback from the lake, but must meet the regulations in the SMP (Exhibit E).</p> <p>The city's adopted critical areas regulations (Exhibit B) and SMP (Exhibit E) have been vetted by WDFW and DOE.</p>
<p>g. The proposed action must be designed and located so that new structural flood protection is not needed.</p>	<p>App. 4, Section 3.8</p>	<p>4.2.E</p>	<p>No such citation found in the model ordinance for comparison.</p> <p>The city is proposing to add optional model ordinance elements addressing flood protection standards in <b>Section 14.64.045</b> (Exhibit A).</p>

<p>h. New road crossings over streams are prohibited outside the Protected Area</p>	<p>App. 4, Section 3.10</p>	<p>7.8.A.3 Note 1.</p>	<p>No such citation found in the model ordinance for comparison.</p> <p>The city is proposing to add optional model ordinance elements addressing flood protection standards in <b>sections 14.64.045 through .055</b> (Exhibit A).</p>
<p>i. All bank stabilization measures requiring armoring of the streambank or shoreline shall utilize bioengineering per the Integrated Streambank Protection Guidelines 2003 (for riverine shorelines) or the State Shorelines Guidelines on bank stabilization (2003) (for estuarine and marine shorelines).</p>	<p>App. 4, Section 3</p>	<p>4.2.F Commentary</p>	<p>No such citation found in the model ordinance for comparison.</p> <p>The SMP (Exhibit E) meets the state shoreline guidelines for shoreline stabilization.</p> <p>The city is proposing to add optional model ordinance elements addressing flood protection standards in <b>sections 14.64.045 through .055</b> (Exhibit A).</p>
<p><b>Exhibit List</b></p>			
<p>Exhibit A - Draft Floodplain Regulations                  Exhibit B - Existing Municipal Code Sections (Chapters 14.08, 14.64, and 14.88)                  Exhibit C - Shoreline Analysis                  Exhibit D - Cumulative Impacts Analysis                  Exhibit E - Draft Shoreline Master Program                  Exhibit F - Draft Shoreline Zoning Regulations                  Exhibit G - Zoning Map</p>			

# Existing Flood Hazard Area Boundaries

## Features & Boundaries

 City Boundary

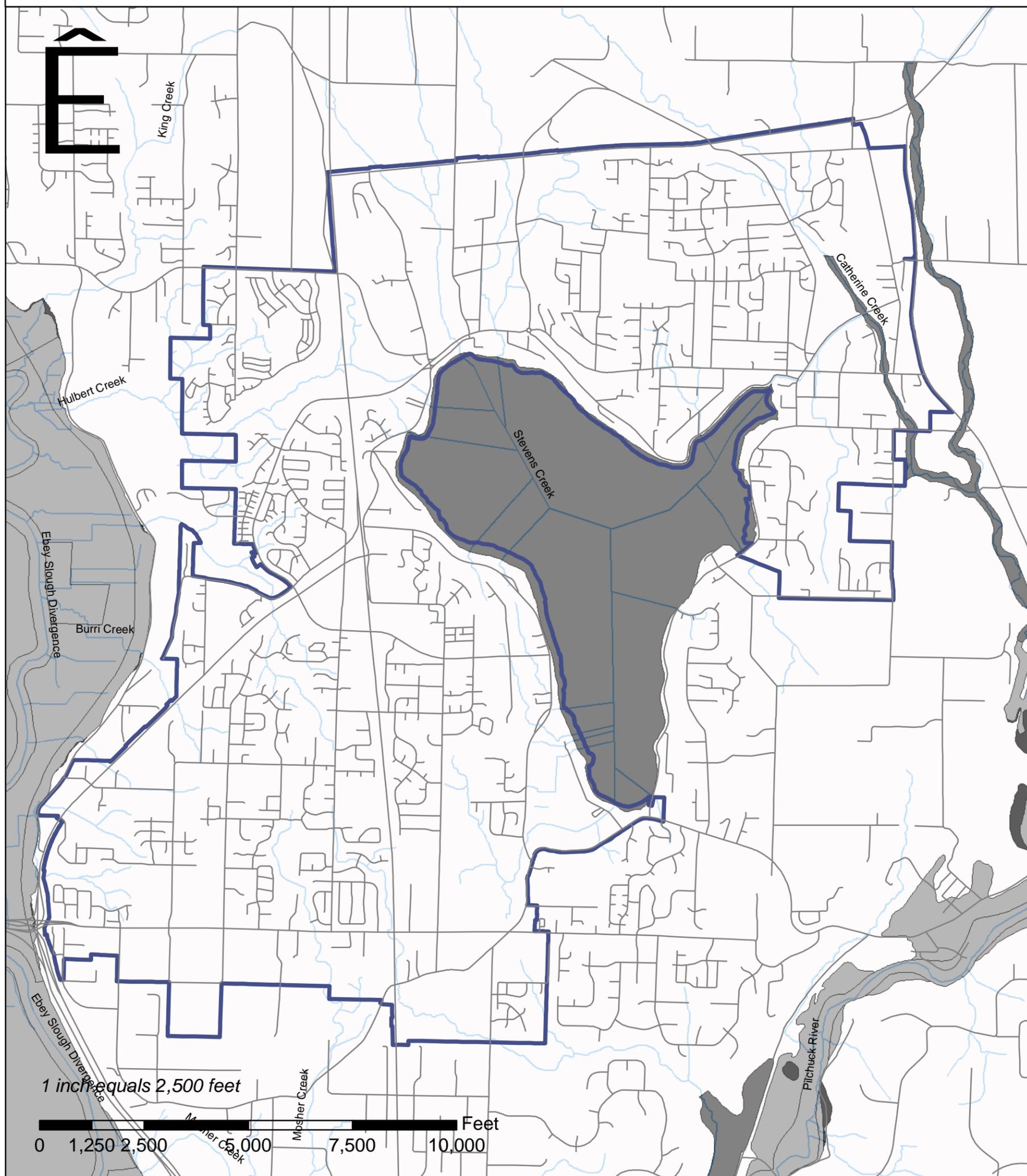
## Existing Flood Hazard Areas

 A

 X

 AE

 0.2 PCT ANNUAL CHANCE FLOOD HAZARD



# Proposed Flood Hazard Area Boundaries

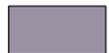
## Features & Boundaries

 City Boundary

### Flood Hazard Areas

 A

 X

 AE

 0.2 PCT ANNUAL CHANCE FLOOD HAZARD

