



## ***City of Lake Stevens Vision Statement***

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



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

**Monday, June 23, 2014 – 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:**

**RECOGNITION** Sharon Thurber in appreciation for outstanding service to the Planning Commission Mayor

#### **NEW EMPLOYEE INTRODUCTIONS**

**CONSENT AGENDA:** \*A Approve 2014 vouchers. Barb  
\*B Approve Council regular meeting minutes of June 9, 2014 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 2014 Comprehensive Plan Docket Ratification – Russ  
Resolution 2014-3 (continued from 6/9/2014 meeting)

**Lake Stevens City Council Regular Meeting Agenda**

**June 23, 2014**

**ACTION ITEMS:**

*A	Planning Commission appointment	Mayor
*B	Arts Commission appointments	Mayor
*C	Aquafest Alcohol in the Park	Becky
*D	Second Amendment to ILA re Interjurisdictional Housing	Becky
*E	ILA – Regional Drug and Gang Task Force	Dan

**DISCUSSION ITEMS:**

*A	2014 Budget Amendment – Ordinance 912	Barb
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**COUNCIL PERSON'S BUSINESS:**

**MAYOR'S BUSINESS:**

**STAFF REPORTS:**

**EXECUTIVE SESSION:**

A	Litigation
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**ADJOURN:**

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

**Special Needs**

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

**NOTICE:**

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

**BLANKET VOUCHER APPROVAL  
 2014**

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	6/13/2014	\$140,696.08
Payroll Checks	36987-36988	\$4,568.50
Tax Deposit(s)	6/18/2014	\$59,304.46
Electronic Funds Transfers	ACH	\$3,402.46
Claims	36989-37050	\$106,566.68
Void Checks		
<b>Total Vouchers Approved:</b>		<b>\$314,538.18</b>

**This 23th day of June 2014:**

\_\_\_\_\_  
 Mayor

\_\_\_\_\_  
 Councilmember

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

\_\_\_\_\_  
 Councilmember

\_\_\_\_\_  
 Councilmember

\_\_\_\_\_  
 Councilmember



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**Accounts Payable Checks and EFTs for period of 06/10/2014 to 06/23/2014**

Invoice	AccountCode	Account Description	Item Description	Amount	
<b>Nationwide Retirement Solution</b>			<b>Check 0</b>	<b>6/17/2014</b>	<b>\$1,150.00</b>
06/13/2014	001-000-282-00-00-00	Payroll Liability Retirement	PR Batch 00001.06.2014 Deferred Comp Nationwide Ded	\$1,150.00	
<b>Washington State Support Registry</b>			<b>Check 0</b>	<b>6/17/2014</b>	<b>\$402.46</b>
06/13/14	001-000-284-00-00-00	Payroll Liability Other	PR Batch 00001.06.2014 Child Support	\$402.46	
<b>EFTPS Electronic Federal Tax Pmt System</b>			<b>Check 0</b>	<b>6/17/2014</b>	<b>\$59,304.46</b>
63911475	001-000-281-00-00-00	Payroll Liability Taxes	PR Batch 00001.06.2014 Federal Income Tax	\$27,343.30	
63911475	001-000-281-00-00-00	Payroll Liability Taxes	PR Batch 00001.06.2014 FICA Employee Portion	\$12,951.60	
63911475	001-000-281-00-00-00	Payroll Liability Taxes	PR Batch 00001.06.2014 FICA Employer Portion	\$12,951.60	
63911475	001-000-281-00-00-00	Payroll Liability Taxes	PR Batch 00001.06.2014 Medicare Employee Portion	\$3,028.98	
63911475	001-000-281-00-00-00	Payroll Liability Taxes	PR Batch 00001.06.2014 Medicare Employer Portion	\$3,028.98	
<b>Dept of Retirement (Deferred Comp)</b>			<b>Check 0</b>	<b>6/17/2014</b>	<b>\$1,850.00</b>
06/13/2014	001-000-282-00-00-00	Payroll Liability Retirement	Deferred Comp paydate 06/13/14	\$1,850.00	
<b>Foster Press</b>			<b>Check 36989</b>	<b>6/17/2014</b>	<b>\$95.89</b>
23304	001-012-573-20-31-00	CS-Arts Commission	Posters for Music on the Lake 2014	\$95.89	
<b>Lake Stevens Police Guild</b>			<b>Check 36990</b>	<b>6/17/2014</b>	<b>\$1,058.00</b>
06/13/14	001-000-284-00-00-00	Payroll Liability Other	PR Batch 00001.06.2014 Guild Initiation Fees	\$25.00	
06/13/14	001-000-284-00-00-00	Payroll Liability Other	PR Batch 00001.06.2014 WACOPS Deduction	\$110.00	
06/13/14	001-000-284-00-00-00	Payroll Liability Other	PR Batch 00001.06.2014 Police Guild Deduction	\$923.00	
<b>Ace Hardware</b>			<b>Check 36991</b>	<b>6/23/2014</b>	<b>\$106.04</b>
42377	001-010-576-80-31-00	PK-Operating Costs	Fasteners	\$7.28	
42541	001-010-576-80-31-00	PK-Operating Costs	Pruners and holster	\$37.99	
42387	001-013-518-20-31-00	GG-Operating	Spraypaint	\$9.75	

Invoice	AccountCode	Account Description	Item Description	Amount
42508	101-016-544-90-31-02	ST-Operating Cost	Gloves	\$18.45
42515	410-016-531-50-31-06	DOE - G1100280 LID Exp	OSC Sprinkler	\$32.57
<b>Alexander Printing</b>			<b>Check 36992</b>	<b>6/23/2014</b>
				<b>\$357.36</b>
38773	001-003-514-20-31-00	CC-Office Supply	Business cards - K Pugh	\$36.17
38773	001-004-514-23-31-00	FI-Office Supplies	Business cards - B Stevens	\$36.18
38787	001-004-514-23-31-00	FI-Office Supplies	Business cards - Stevens	\$39.31
38773	001-007-558-50-31-00	PL-Office Supplies	Business cards - Thomas/Wright	\$101.01
38786	001-007-558-50-31-01	PL-Operating Costs	#10 Regular Envelopes	\$24.11
38786	001-007-559-30-31-01	PB-Operating Cost	#10 Regular Envelopes	\$24.12
38786	001-013-518-20-31-00	GG-Operating	#10 Regular Envelopes	\$96.46
<b>Berg Janet</b>			<b>Check 36993</b>	<b>6/23/2014</b>
				<b>\$48.59</b>
06/05/14	001-002-513-11-43-00	AD-Travel & Meetings	Mileage for WCIA Training	\$48.59
<b>Bills Blueprint</b>			<b>Check 36994</b>	<b>6/23/2014</b>
				<b>\$31.02</b>
489624	001-007-558-50-49-02	PL-Printing and Bindin	Holly Div Construction Plans/Wetland Mitigation	\$31.02
<b>Bio Clean Inc</b>			<b>Check 36995</b>	<b>6/23/2014</b>
				<b>\$309.52</b>
5679	001-008-521-20-48-00	LE-Repair & Maintenance	Decontamination of PT46	\$309.52
<b>Blumenthal Uniforms</b>			<b>Check 36996</b>	<b>6/23/2014</b>
				<b>\$3,644.51</b>
72546	001-008-521-20-26-00	LE-Clothing	Attach emblem on uniform	\$20.53
66714	001-008-521-20-26-00	LE-Clothing	Protective vest - Taylor	\$852.51
66715	001-008-521-20-26-00	LE-Clothing	Protective vest - Valvick	\$971.97
66712	001-008-521-20-26-00	LE-Clothing	Protective vest - Hingtgen	\$985.00
66711	001-008-521-20-26-00	LE-Clothing	Protective vest - Summers	\$814.50
<b>BMI</b>			<b>Check 36997</b>	<b>6/23/2014</b>
				<b>\$330.00</b>
8461968	001-013-518-20-31-00	GG-Operating	Base Music License fee	\$330.00
<b>Business Card</b>			<b>Check 36998</b>	<b>6/23/2014</b>
				<b>\$3,625.58</b>
06/14 4268	001-001-511-60-31-00	Legislative - Operating Costs	Name Badges	\$72.31
06/14 1324	001-001-511-60-43-00	Legislative - Travel & Mtgs	Meeting - Council member Low	\$55.00

Invoice	AccountCode	Account Description	Item Description	Amount
06/14 4268	001-001-513-10-31-00	Executive - Supplies	Name Badge	\$9.77
06/14 1324	001-001-513-10-43-00	Executive - Travel & Mtgs	Meeting - Mayor Little	\$50.00
06/14 4268	001-002-513-11-31-00	AD-Office Supply	Name Badge	\$10.42
06/14 2772	001-002-513-11-31-00	AD-Office Supply	Light bulbs Admin office	\$9.76
06/14 4268	001-003-514-20-31-00	CC-Office Supply	Paint & supplies for City Clerk office	\$70.24
06/14 4268	001-004-514-23-31-00	FI-Office Supplies	Name Badge	\$9.77
06/14 4268	001-005-518-10-31-00	HR-Office Supplies	Name Badge	\$9.77
06/14 1324	001-007-558-50-31-00	PL-Office Supplies	Parking	\$3.46
06/14 4268	001-007-558-50-31-00	PL-Office Supplies	Name Badge	\$10.42
06/14 2772	001-007-558-50-31-01	PL-Operating Costs	ID card - Thomas	\$19.00
06/14 1324	001-007-558-50-41-03	PL-Advertising	Mailing	\$27.28
06/14 1324	001-007-558-50-42-00	PL-Communication	Postage	\$60.05
06/14 1324	001-007-558-50-43-00	PL-Travel & Mtgs	Parking	\$9.00
06/14 2772	001-007-558-70-41-00	PL-Economic Devel	Econ Dev mtg	\$22.89
06/14 1324	001-007-558-70-41-00	PL-Economic Devel	Meeting with Econ Dev rep	\$65.08
06/14 0979	001-008-521-20-31-01	LE-Operating Costs	Server room rekey/Plaques/Badges/Plates	\$198.75
06/14 8877	001-008-521-20-31-01	LE-Operating Costs	Dynamic Entry Tactical Backpack	\$414.99
06/14 0979	001-008-521-20-42-00	LE-Communication	Postage	\$400.00
06/14 2772	001-008-521-20-43-00	LE-Travel & Meetings	Meal & Parking for deposition	\$33.24
06/14 0979	001-008-521-20-43-00	LE-Travel & Meetings	Meals at WASPC conference	\$93.18
06/14 8877	001-008-521-20-43-00	LE-Travel & Meetings	Parking	\$18.88
06/14 0979	001-008-521-21-31-00	LE-Boating Operating	Wall Mounted Key Storage Box	\$42.22
06/14 0979	001-013-518-20-31-00	GG-Operating	PA system O Connell street dedication	\$231.08
06/14 7750	001-013-518-20-31-00	GG-Operating	Ribbon for Street dedication Ofcr O Connell	\$6.89
06/14 2772	001-013-553-70-31-00	GG-Pollution Earthday Supplies	Supplies for Spring Cleanup event	\$20.00
06/14 2772	101-016-543-30-43-00	ST-Travel & Meetings	PW labor meeting	\$39.78
06/14 7750	101-016-543-30-43-00	ST-Travel & Meetings	Parking/mtg with LSSD	\$45.93
06/14 4268	101-016-544-90-31-01	ST-Office Supplies	Name Badge	\$10.42

Invoice	AccountCode	Account Description	Item Description	Amount
06/14 7750	410-016-531-16-48-00	SW-Water/Soil-Contract R&M Op	Alum treatment notices	\$166.06
06/14 8877	520-008-594-21-63-00	Capital Equipment	Chartplotter - Humminbird ((*c HD SI Combo	\$1,389.94
<b>Carquest Auto Parts Store</b>			<b>Check 36999</b>	<b>6/23/2014</b>
2421-206604	001-010-576-80-31-00	PK-Operating Costs	Tire sealant	\$8.68
2421-206942	001-010-576-80-31-00	PK-Operating Costs	Tire sealant	\$8.68
2421-206570	101-016-544-90-31-02	ST-Operating Cost	Oil and oil/air filters	\$32.88
2421-206570	410-016-531-10-31-02	SW-Operating Costs	Oil and oil/air filters	\$32.87
<b>City of Everett</b>			<b>Check 37000</b>	<b>6/23/2014</b>
I14001128	001-008-554-30-51-00	LE-Environmental-Animal Contro	Animal shelter services April 2014	\$1,705.00
I14001149	410-016-531-10-41-01	SW-Professional Services	Lab Analysis	\$210.00
<b>City of Marysville</b>			<b>Check 37001</b>	<b>6/23/2014</b>
POLIN11-0429	001-008-523-60-51-00	LE-Jail	Prisoner Medical May 2014	\$270.00
POLIN11-0420	001-008-523-60-51-00	LE-Jail	Prisoner Housing SCORE services	\$2,970.00
14-009	001-013-512-50-41-00	GG-Municipal Court Fees	Court citations May 2014	\$4,942.76
<b>Comdata Corporation</b>			<b>Check 37002</b>	<b>6/23/2014</b>
20211274	001-008-521-20-32-00	LE-Fuel	Fuel	\$423.40
<b>Corporate Office Supply</b>			<b>Check 37003</b>	<b>6/23/2014</b>
151263i	001-005-518-10-31-00	HR-Office Supplies	Binders	\$18.64
151350i	001-007-558-50-31-00	PL-Office Supplies	Stapler/fasteners/moistener/notepads/mousepads /paper	\$381.35
151351i	001-007-558-50-31-01	PL-Operating Costs	Restroom Paper products	\$20.81
151528i	001-008-521-20-31-00	LE-Office Supplies	Covers/file folders	\$52.01
151284i	001-008-521-20-31-00	LE-Office Supplies	Blank CDs	\$51.02
151278i	001-008-521-20-31-00	LE-Office Supplies	CDs-DVDs-pens-markers-corr tape	\$306.22
151421i	001-008-521-20-31-00	LE-Office Supplies	File folders & Boxes	\$220.37
151351i	001-008-521-20-31-01	LE-Operating Costs	Restroom Paper products	\$93.63

Invoice	AccountCode	Account Description	Item Description	Amount	
151351i	001-010-576-80-31-03	PK-Lundeen-Op Costs	Restroom Paper products	\$197.67	
151351i	001-012-575-50-31-00	CS-Community Center-Ops	Restroom Paper products	\$124.85	
151263i	001-013-518-20-31-00	GG-Operating	Cleaner-pens-Postits-Key tags	\$32.71	
151351i	001-013-518-20-31-00	GG-Operating	Restroom Paper products	\$31.21	
151351i	101-016-544-90-31-02	ST-Operating Cost	Restroom Paper products	\$26.01	
151351i	410-016-531-10-31-02	SW-Operating Costs	Restroom Paper products	\$26.01	
<b>Crystal and Sierra Springs</b>			<b>Check 37004</b>	<b>6/23/2014</b>	<b>\$345.07</b>
5249844060114	001-007-558-50-31-01	PL-Operating Costs	Bottled water	\$38.20	
5249844060114	001-007-559-30-31-01	PB-Operating Cost	Bottled water	\$38.20	
5249844060114	001-013-518-20-31-00	GG-Operating	Bottled water	\$79.41	
5249844060114	101-016-544-90-31-02	ST-Operating Cost	Bottled water	\$94.63	
5249844060114	410-016-531-10-31-02	SW-Operating Costs	Bottled water	\$94.63	
<b>Edin Steven</b>			<b>Check 37005</b>	<b>6/23/2014</b>	<b>\$74.99</b>
6/14 exp rpt	001-005-517-90-41-00	HR-Wellness Program	Spring Wellness Event : MELT	\$55.00	
6/14 exp rpt	001-005-518-10-42-00	HR-Communications	Postage	\$19.99	
<b>Electronic Business Machines</b>			<b>Check 37006</b>	<b>6/23/2014</b>	<b>\$294.30</b>
100319	001-007-558-50-48-00	PL-Repairs & Maint.	Copier maintenance	\$40.41	
100946	001-013-518-20-48-00	GG-Repair & Maintenance	Copier maintenance	\$213.48	
100319	101-016-542-30-48-00	ST-Repair & Maintenance	Copier maintenance	\$20.21	
100319	410-016-531-10-48-00	SW-Repairs & Maintenance	Copier maintenance	\$20.20	
<b>Frontier</b>			<b>Check 37007</b>	<b>6/23/2014</b>	<b>\$129.12</b>
06/14425334083 5	001-013-518-20-42-00	GG-Communication	Telephone services	\$25.31	
06/14425397967 4	101-016-542-64-47-00	ST-Traffic Control -Utility	Traffic control modem	\$53.19	
06/14425334083 5	101-016-543-30-42-00	ST-Communications	Telephone services	\$25.31	

Invoice	AccountCode	Account Description	Item Description	Amount
06/14425334083 5	410-016-531-10-42-00	SW-Communications	Telephone services	\$25.31
<b>FullIdentity</b>			<b>Check 37008</b>	<b>6/23/2014</b>
217314	001-003-514-20-41-00	CC-Professional Services	ID Card - Pugh	\$19.00
<b>Glens Rental Sales and Service</b>			<b>Check 37009</b>	<b>6/23/2014</b>
S6876	101-016-544-90-31-02	ST-Operating Cost	Weedeater parts	\$46.56
S6876	410-016-531-10-31-02	SW-Operating Costs	Weedeater parts	\$46.56
<b>Grainger</b>			<b>Check 37010</b>	<b>6/23/2014</b>
9457921063	001-012-572-20-31-00	CS-Library-Office & Operating	Light fixture	\$71.87
<b>Granite Construction Co</b>			<b>Check 37011</b>	<b>6/23/2014</b>
53320	101-016-542-64-31-00	ST-Traffic Control - Supply	Barricades	\$651.60
<b>Group Health Coop</b>			<b>Check 37012</b>	<b>6/23/2014</b>
74004866	001-007-558-50-41-00	PL-Professional Servic	Employee medical exams	\$60.00
74004866	001-008-521-20-41-00	LE-Professional Services	Employee medical exams	\$815.00
74004866	101-016-542-30-41-02	ST-Professional Service	Employee medical exams	\$107.50
74004866	410-016-531-10-41-01	SW-Professional Services	Employee medical exams	\$47.50
<b>HB Jaeger Co LLC</b>			<b>Check 37013</b>	<b>6/23/2014</b>
148736/1	101-016-542-30-41-00	ST-Overlays	Overlays on South Lake Stevens Rd	\$4,980.67
<b>Integra Telecom Inc</b>			<b>Check 37014</b>	<b>6/23/2014</b>
12085306	001-002-513-11-42-00	AD-Communications	Telephone services	\$13.44
12085306	001-003-514-20-42-00	CC-Communications	Telephone services	\$26.89
12085306	001-004-514-23-42-00	FI-Communications	Telephone services	\$26.89
12085306	001-005-518-10-42-00	HR-Communications	Telephone services	\$13.44
12085306	001-006-518-80-42-00	IT-Communications	Telephone services	\$40.33
12085306	001-007-558-50-42-00	PL-Communication	Telephone services	\$87.42
12085306	001-007-559-30-42-00	PB-Communication	Telephone services	\$13.44
12085306	001-008-521-20-42-00	LE-Communication	Telephone services	\$457.24

Invoice	AccountCode	Account Description	Item Description	Amount	
12085306	001-012-575-30-42-00	CS-Historical-Communications	Telephone services	\$13.44	
12085306	001-012-575-50-42-00	CS-Community Center - Comm	Telephone services	\$13.44	
12085306	001-013-518-20-42-00	GG-Communication	Telephone services	\$53.77	
12085306	101-016-543-30-42-00	ST-Communications	Telephone services	\$77.36	
12085306	410-016-531-10-42-00	SW-Communications	Telephone services	\$77.37	
<b>International Code Council</b>			<b>Check 37015</b>	<b>6/23/2014</b>	<b>\$125.00</b>
3007163	001-007-559-30-49-00	PB-Miscellaneous	2014-2015 member dues	\$125.00	
<b>Johns Cleaning Service</b>			<b>Check 37016</b>	<b>6/23/2014</b>	<b>\$243.09</b>
1362	001-008-521-20-26-00	LE-Clothing	Uniform cleaning	\$243.09	
<b>Keating Bucklin and McCormack Inc</b>			<b>Check 37017</b>	<b>6/23/2014</b>	<b>\$4,001.50</b>
4728	001-008-521-20-41-02	LE-Professional Srv-Legal	Legal services re grievance	\$4,001.50	
<b>Lake Industries LLC</b>			<b>Check 37018</b>	<b>6/23/2014</b>	<b>\$180.00</b>
28042	410-016-531-50-31-06	DOE - G1100280 LID Exp	Fill for Dispersion System	\$180.00	
<b>Lake Stevens School District</b>			<b>Check 37019</b>	<b>6/23/2014</b>	<b>\$1,000.00</b>
8401	001-013-518-20-31-00	GG-Operating	2014-2015 School Calendar	\$1,000.00	
<b>Lake Stevens Sewer District</b>			<b>Check 37020</b>	<b>6/23/2014</b>	<b>\$693.00</b>
06/14	001-008-521-50-47-00	LE-Utilities	Utilities - sewer	\$154.00	
06/14	001-010-576-80-47-00	PK-Utilities	Utilities - sewer	\$154.00	
06/14	001-012-572-20-47-00	CS-Library-Utilities	Utilities - sewer	\$77.00	
06/14	001-013-518-20-47-00	GG-Utilities	Utilities - sewer	\$308.00	
<b>Last Leaf Productions</b>			<b>Check 37021</b>	<b>6/23/2014</b>	<b>\$500.00</b>
7/3/14 Concert	001-012-573-20-31-00	CS-Arts Commission	7/3/14 Music on the Lake	\$500.00	
<b>Law Offices of Weed Graafstra</b>			<b>Check 37022</b>	<b>6/23/2014</b>	<b>\$14,476.80</b>
126	001-011-515-30-41-00	LG-Professional Service	Legal services	\$14,476.80	
<b>Lexis Nexis</b>			<b>Check 37023</b>	<b>6/23/2014</b>	<b>\$53.85</b>
14207002014053	001-008-521-20-41-00	LE-Professional Services	Data searches	\$53.85	

Invoice	AccountCode	Account Description	Item Description	Amount	
<b>McDanel Michele</b>			<b>Check 37024</b>	<b>6/23/2014</b>	<b>\$500.00</b>
07/10 Concert	001-012-573-20-31-00	CS-Arts Commission	7/10/14 Music on the Lake		\$500.00
<b>Northup Group Dr Bill Ekemo</b>			<b>Check 37025</b>	<b>6/23/2014</b>	<b>\$340.00</b>
2957	001-008-521-20-41-00	LE-Professional Services	Pre Employment Psych Eval		\$340.00
<b>Northwest Cascade Inc</b>			<b>Check 37026</b>	<b>6/23/2014</b>	<b>\$138.00</b>
1-934364	001-010-576-80-45-00	PK-Equipment Rental	HoneyBucket rental		\$138.00
<b>Outcomes by Levy LLC</b>			<b>Check 37027</b>	<b>6/23/2014</b>	<b>\$4,895.37</b>
2014-05-LS	001-013-511-20-41-02	GG-Advisory Srv - Lobbying	Lobbying services		\$4,895.37
<b>PACLAB</b>			<b>Check 37028</b>	<b>6/23/2014</b>	<b>\$62.40</b>
2574-2575	001-008-521-20-31-01	LE-Operating Costs	Pre Employment drug screening		\$62.40
<b>Peace of Mind Office Support</b>			<b>Check 37029</b>	<b>6/23/2014</b>	<b>\$104.00</b>
6/9 meeting	001-003-514-20-41-00	CC-Professional Services	Minutes of 6/9/14 Council meeting		\$104.00
<b>Pitney Bowes</b>			<b>Check 37030</b>	<b>6/23/2014</b>	<b>\$112.07</b>
9619164-JN14	001-013-518-20-45-00	GG-Equipment Rental	Postage machine rental		\$112.07
<b>Puget Sound Energy</b>			<b>Check 37031</b>	<b>6/23/2014</b>	<b>\$83.97</b>
06/14 3723810	001-008-521-50-47-00	LE-Utilities	Utilites - Natural gas		\$83.97
<b>Seattle University Criminal Justice Dept</b>			<b>Check 37032</b>	<b>6/23/2014</b>	<b>\$1,000.00</b>
Aug 11-15	001-008-521-40-49-01	LE-Staff Development	Summer Criminal Justice Leadership Academy- Lorentzen		\$1,000.00
<b>Sherwin-Williams Co</b>			<b>Check 37033</b>	<b>6/23/2014</b>	<b>\$274.65</b>
3120-4	101-016-542-64-31-00	ST-Traffic Control - Supply	Paint for crosswalks & stop bars		\$274.65
<b>Sirchie Finger Print</b>			<b>Check 37034</b>	<b>6/23/2014</b>	<b>\$56.41</b>
0166818-IN	001-008-521-20-31-01	LE-Operating Costs	Fingerprinting ink		\$56.41
<b>SMS</b>			<b>Check 37035</b>	<b>6/23/2014</b>	<b>\$1,916.25</b>
7009502	410-016-531-10-48-00	SW-Repairs & Maintenance	Aluminum Railing Fencing		\$1,916.25
<b>Snohomish County PUD</b>			<b>Check 37036</b>	<b>6/23/2014</b>	<b>\$3,857.07</b>

Invoice	AccountCode	Account Description	Item Description	Amount	
107491415	001-010-576-80-47-00	PK-Utilities	200748721	\$96.20	
133987835	001-010-576-80-47-00	PK-Utilities	201513934	\$32.03	
140519042	001-010-576-80-47-00	PK-Utilities	202513354	\$32.03	
110807375	001-012-572-20-47-00	CS-Library-Utilities	200206977	\$594.65	
137206206	001-012-575-30-47-00	CS-Historical-Utilities	202289237	\$89.28	
107490861	001-012-575-50-47-00	CS-Community Center-Utilities	200860922	\$521.93	
137206206	001-012-575-51-47-00	CS-Grimm House Expenses	202289237	\$89.27	
127383144	001-013-518-20-47-00	GG-Utilities	200245215	\$375.65	
107490115	001-013-518-20-47-00	GG-Utilities	201956075	\$49.15	
127383143	001-013-518-20-47-00	GG-Utilities	200206019	\$445.04	
107490114	001-013-518-20-47-00	GG-Utilities	201783685	\$164.69	
127383145	001-013-518-20-47-00	GG-Utilities	200321172	\$333.61	
110807375	001-013-518-20-47-00	GG-Utilities	200206977	\$134.00	
114125925	101-016-542-63-47-00	ST-Lighting - Utilities	200178218	\$332.65	
143835748	101-016-542-63-47-00	ST-Lighting - Utilities	202342622	\$125.14	
124075169	101-016-542-63-47-00	ST-Lighting - Utilities	200363505	\$115.04	
143832745	101-016-542-63-47-00	ST-Lighting - Utilities	203115522	\$243.89	
147142071	101-016-542-63-47-00	ST-Lighting - Utilities	202648705	\$82.82	
<b>Snohomish County PW S</b>			<b>Check 37037</b>	<b>6/23/2014</b>	<b>\$1,064.84</b>
1000358001	101-016-542-30-41-00	ST-Overlays	Overlays	\$98.65	
1000358001	101-016-542-64-48-00	ST-Traffic Control - R&M	Signal repair	\$966.19	
<b>Snohomish County Sherrifs Office</b>			<b>Check 37038</b>	<b>6/23/2014</b>	<b>\$10,572.16</b>
2014-2135	001-008-523-60-51-00	LE-Jail	Prisoner Housing May 2014	\$10,555.62	
May 2014	001-008-523-60-51-00	LE-Jail	Prisoner Medical May 2014	\$16.54	
<b>Snopac</b>			<b>Check 37039</b>	<b>6/23/2014</b>	<b>\$26,039.54</b>
6721	001-008-528-00-51-00	LE-Snopac Dispatch	Dispatch services	\$26,039.54	
<b>Sound Publishing Inc</b>			<b>Check 37040</b>	<b>6/23/2014</b>	<b>\$78.40</b>

Invoice	AccountCode	Account Description	Item Description	Amount
EDH565341	001-013-518-30-41-01	GG-Advertising	Public notice Ofcr O Connell dedication	\$31.08
1062371	101-016-542-30-41-01	ST-Advertising	Help wanted-Seasonal Parks worker	\$23.66
1062371	410-016-531-10-41-05	SW-Advertising	Help wanted-Seasonal Parks worker	\$23.66
<b>Springbrook Nursery</b>			<b>Check 37041</b>	<b>6/23/2014</b>
220893	410-016-531-50-31-06	DOE - G1100280 LID Exp	Debris removal from Dispersion System	\$200.00
<b>Staples</b>			<b>Check 37042</b>	<b>6/23/2014</b>
3233868898	001-008-521-20-31-00	LE-Office Supplies	Deskpad for Chiefs office	\$9.11
3233636914	001-008-521-20-31-01	LE-Operating Costs	Report cover	\$3.79
<b>Stericycle Inc</b>			<b>Check 37043</b>	<b>6/23/2014</b>
3002661763	001-008-521-20-41-00	LE-Professional Services	Hazardous waste disposal	\$10.36
<b>Tacoma Screw Products Inc</b>			<b>Check 37044</b>	<b>6/23/2014</b>
30531043	101-016-544-90-31-02	ST-Operating Cost	Power bits	\$11.67
30531043	410-016-531-10-31-02	SW-Operating Costs	Power bits	\$11.66
<b>Technocom Inc</b>			<b>Check 37045</b>	<b>6/23/2014</b>
0079468-IN	510-003-594-18-64-00	Purchase Computer Equipt - Cap	Replace Cabling at the PD	\$2,340.40
<b>Thomas Dean</b>			<b>Check 37046</b>	<b>6/23/2014</b>
06/06/14	001-008-521-20-43-00	LE-Travel & Meetings	PerDiem for CART training	\$138.00
<b>Thomas Jennifer</b>			<b>Check 37047</b>	<b>6/23/2014</b>
6/12 emp rpt	001-007-558-50-43-00	PL-Travel & Mtgs	Mileage and parking for address training	\$12.72
<b>UPS</b>			<b>Check 37048</b>	<b>6/23/2014</b>
74Y42234	001-008-521-20-42-00	LE-Communication	Evidence shipping	\$48.76
<b>Washington State Patrol</b>			<b>Check 37049</b>	<b>6/23/2014</b>
I14008995	633-008-586-00-00-06	Gun Permit - FBI Remittance	Background checks for weapons permits	\$330.00
<b>Western Graphics Inc</b>			<b>Check 37050</b>	<b>6/23/2014</b>
9564	520-008-594-21-63-00	Capital Equipment	Graphics for PT55	\$684.34
<b>Total Disbursements</b>				<b>\$169,273.60</b>

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

Monday, June 9, 2014

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 Vern Little

COUNCILMEMBERS PRESENT: Kim Daughtry, Suzanne Quigley, Todd Welch, Sam Low, Marcus Tageant, Kathy Holder, John Spencer

COUNCILMEMBERS ABSENT:

STAFF MEMBERS PRESENT: City Administrator Jan Berg, Planning Director Becky Ableman, Finance Director Barb Stevens, Public Works Director Mick Monken, Interim Police Chief Dan Lorentzen, Human Resources Director Steve Edin, City Attorney Cheryl Beyer, Senior Planner Russ Wright

OTHERS: None

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**Guest Business.**

Bruce Morton, 11222 Vernon Road addressed the Council regarding the branding contract. He encouraged the Council to turn this down stating that there are easier, less expensive ways to accomplish the same task. He encouraged the Council to utilize high school students for this effort.

**Consent Agenda.**

MOTION: Councilmember Welch moved, Councilmember Tageant seconded, to approve the Consent Agenda (A. Approve 2014 Vouchers [Payroll Direct Deposits 5/30/2014 for \$118,812.82, Payroll Checks 36921-36922 for \$4,440.53, Tax Deposit(s) 6/2/2014 for \$46,434.70, Electronic Funds Transfers ACH for \$145,988.66, Claims 36923-36986 for \$1,406,689.57, Total Vouchers Approved: \$1,722,366.28], B. Approve Council Regular Meeting Minutes for May 27, 2014) Motion passed unanimously (7-0-0).

**Public Hearing.**

**Public Hearing in Consideration of 2014 Comprehensive Plan Docket Ratification – Resolution 2014-3.** The public hearing was opened at 7:04. Senior Planner Russ Wright presented the Staff Report and reviewed the proposals as contained in Council's packet on pages 21-52. Mayor Little announced the hearing would be continued to the next meeting on June 23.

Dave Huber, 7304 – 10<sup>th</sup> Street SE, B201, Lake Stevens, WA, offered to answer any questions the Council might have on this docket proposal. He believes that this is a landlocked parcel, and the only access is through the Huber office complex.

MOTION: Councilmember Welch moved, Councilmember Tageant seconded, to close the public comment portion of the public hearing at 7:12 p.m. Motion passed unanimously (7-0-0-0).

Council Vice President Quigley asked for clarification about the process noting she had concerns about the Soper Hill development redesignation to Commercial. Senior Planner Wright explained that acceptance of the docket tonight just meant they were agreeing to further analysis of the proposals. Councilmember Spencer asked if there is a project proposed for that property. Senior Planner Wright replied there is not.

MOTION: Councilmember Spencer moved, Councilmember Tageant seconded, to continue the public hearing to June 23, 2014. Motion passed unanimously (7-0-0-0).

### **Action Items.**

#### **Professional Services Agreement with Roger Brooks, International for Branding**

Planning Director Becky Ableman introduced the proposal from Roger Brooks, International. She discussed other proposals the City received from North Star and PRR and commented that the Mayor and staff were recommending Roger Brooks should the Council decide to move forward with the branding effort. This would allow the City to have a more sophisticated brand to go out to the retailers and real estate professionals. She also discussed a memo she provided regarding Natalie Quick's contract. Councilmember Low asked why this needed to be done now. Director Ableman explained it has been on the Council's budget for several years and was recommended by both the Leland report and Burke and Associates. Councilmember Spencer expressed reluctance to move forward with branding until Council has determined how this step fits in the process. Councilmember Tageant expressed concern about Natalie Quick's report. Council Vice President Quigley and Councilmember Welch discussed the significance of Natalie Quick's work and the brochure they had developed. Council Vice President Quigley commented that the branding effort is the next step in this process. After significant discussion about possible courses of action, there was consensus to table this item and bring it back for a work session at a future date.

#### **Renewal of Interlocal Cooperation Agreement for "Urban County" Requalification with U.S. HUD**

Planning Director Becky Ableman reviewed and explained the benefit of this item.

MOTION: Councilmember Spencer moved, Council President Daughtry seconded, to approve authorize the Mayor to enter into a renewal of the Interlocal Cooperation Agreement for "Urban County" Requalification with U.S. HUD. Motion passed unanimously (7-0-0-0).

**Council Persons' Business.** Councilmembers reported on the following meetings: Tageant – Sewer District; Holder – Sewer District; Low – Sean O'Connell Memorial in Lake Stevens and Marysville, Molly Conley memorial; Daughtry – EASC Annual

Meeting, SCT, SCT Steering Committee, PSRC General Assembly, Trooper O'Connell Memorial,

**Mayor's Business.** Mayor Little discussed his comments at the PSRC General Assembly on concerns around the Transportation 2040 package. He also attended the EASC meeting and the Sewer District meeting.

**Staff Reports.** City Administrator Jan Berg invited everyone to the Wastewater Treatment Plant tour on July 14 from 1-3 p.m. Focus Groups for the library will be held this Tuesday and next Thursday. She attended an ad hoc committee with the City's insurance carrier last week to talk about the public defender caseload issue. - Finance Director Barb Stevens reminded the Council about the AWC Conference next week. Anyone planning on going should let her know.- Public Works Director Mick Monken stated that staff is working with the contractor Granite Construction who is moving forward to try to meet the pavement overlay project deadline. The project should be completed by the end of June if everything goes well. He gave an update on weed control efforts. - Interim Police Chief Dan Lorentzen reported that the police partnered with the fire district on the Health and Safety Fair this Saturday from 10 to 2. - Human Resource Director Steve Edin stated that the new Seasonal Parks Worker will be starting on Thursday. There is also a new Senior Planner who starts on June 16. The Deputy City Clerk started last Monday. Also, Jennifer Thomas started May 16 as the new Permit Specialist.

**Adjourn.**

MOTION: Councilmember Low moved, Councilmember Holder seconded, to adjourn the meeting at 8:12 p.m. Motion passed unanimously (7-0-0-0)

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Vern Little, Mayor

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Finance Dir. /City Clerk, Barb Stevens



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LAKE STEVENS CITY COUNCIL  
**STAFF REPORT**

**Council Agenda** June 23, 2014  
**Date:** \_\_\_\_\_

**Subject:** 2014 Comprehensive Plan Docket Ratification - Resolution 2014-03

**Contact Person/Department:** Russ Wright / Planning & Community Development      **Budget Impact:** N/A

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**RECOMMENDATION(S)/ACTION REQUESTED OF COUNCIL:** Hold continued public authorization hearing (continued from June 9, 2014) on proposed Comprehensive Plan map and text amendments to determine if the proposals merit consideration on the 2014 Docket and take final action on Resolution No. 2014-03 (**Attachment H**) by motion. The Planning Commission recommends approval of the proposed amendments (**Attachment G1**).

If docketed, city staff will conduct additional analysis, based on the merits of the application compared to established review criteria, for review and recommendation by the Planning Commission and action by the City Council. This action is to set the 2014 Docket by resolution and is not a recommendation of approval or denial of any amendments.

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**SUMMARY:** Public hearing to consider two (2) citizen-initiated amendments to the land use map and two (2) city-initiated amendments along with procedural amendments proposed for inclusion on the 2014 Comprehensive Plan Docket (**Attachment A**).

**BACKGROUND/ HISTORY:** Under the Growth Management Act, the City can amend its Comprehensive Plan and Future Land Use Map once per year through an annual docket process.

The city has received two citizen-initiated amendments to the land use map and concurrent rezone applications.

1. RM-1 – The first request (LUA2014-0007) is to change the land use designation, on two parcels totaling approximately 3.7 acres located at 1113 SR-204, from Medium-Density Residential to Local Commercial. Access to the site would be through an existing commercial development off 10th Street SE (**Attachments B1 and B2**).
2. RM-2 – The second request (LUA2014-0010) is to change the land use designation on seven parcels, totaling approximately 9 acres, to Commercial from High Density Residential and Medium-Density Residential and change the land use designation on a single parcel from Mixed-Use to Local Commercial. City staff recommends the Planning Commission extend the Local Commercial land use designation (and Local Business zoning designation) to the adjacent parcel to the east. Combined, these two parcels total approximately two acres. All of the described properties are located near the eastern intersection of SR-9 and Soper Hill Road. (**Attachments C1 and C2**).

The city is proposing two substantive text amendments to the Comprehensive Plan (LUA2014-0013).

1. RT-1 – The city is proposing a text amendment to Chapter 5 – the Parks, Recreation and Open Space Element, which would add and describe the City Boat Launch Improvement as a project on the Capital Project List of the Parks Element. (**Attachment D**).
2. RT-2 – The city is proposing a text amendment to Chapter 8 – the Capital Facilities Element, which would add the City Boat Launch Improvement as a capital project and add a pedestrian safety improvement project along 91<sup>st</sup> Ave SE to the Capital Project List (**Attachments E**).
3. RT-3 and RT-4 – Along with the specific defined text amendments, staff will also include standard administrative amendments, including incorporating SEPA documents as a new appendix and updating the dates on the cover, footnotes and the Table of Contents (**Attachments F1 and F2**).

The Comprehensive Plan provides a specific docket review process (Chapter 1, pages 1-21 through 1-27). Section B (Chapter 1, page 1-25 through 1-26) provides specific review criteria for Annual Amendment and Update of the Comprehensive Plan. A staff summary and analysis for each map and text proposal, attached, describe how each proposed amendment is consistent with the annual amendment and ratification criteria.

Section B (Chapter 1, page 1-21 through 1-22) provides specific review criteria for Annual Amendment and Update of the Comprehensive Plan

Annual amendments shall not include significant policy changes, which would be found inconsistent with the adopted Vision Goals (VG-1 through VG-7); rather, they are intended to address the following:

- Major or minor land use and road classification changes
- Amendments to Plan text including support data and implementation
- Changes to Element maps
- Minor changes to policies or clarification
- Other minor text changes

Section H (Chapter 1, page 1-25 through 1-26) provides specific review criteria for Ratification of Docket and Authorization Hearing

The City shall use the following decision criteria in selecting proposals for further analysis and consideration. Proposals must meet subsections 1 through 4 below and either subsection 5 or 6 below.

1. Is the proposed amendment appropriate to the Comprehensive Plan rather than implementation as a development regulation or program?
2. Is the proposed amendment legal? Does the proposed amendment meet existing state and local laws?
3. Is it practical to consider the proposed amendment? Reapplications for reclassification of property reviewed as part of a previous proposal are prohibited unless the applicant establishes there has been a substantial change of circumstances and support a plan or regulation change at this time.

5. Does the proposed amendment correct an inconsistency within or make a clarification to a provision of the Plan OR
6. All of the following:
  - a. The proposed amendment demonstrates a strong potential to serve the public interest by implementing specifically identified goals and policies of the Comprehensive Plan; and
  - b. The public interest would best be served by considering the proposal in the current year, rather than delaying consideration to a later subarea plan review or plan amendment process.

**DISCUSSION:** Staff will begin by discussing the requirements for ratification specified in the Comprehensive Plan. Next, staff will summarize each of the proposed amendments, consistency with the ratification decision criteria, findings and recommendation. Staff has provided a recommendation for City Council's review on each project summary sheet and a recommendation letter from the Planning Commission (*Attachment G1*) and meeting minutes (*Attachment G2*). A draft adopting resolution is attached.

If City Council ratifies the 2014 Docket by resolution (*Attachment H*), staff will provide a detailed analysis for each proposal so decision makers can determine if a proposal meets the criteria to grant or deny the request.

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**APPLICABLE CITY POLICIES:** Comprehensive Plan (pages 1-21 through 1-27)

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**BUDGET IMPACT:** None

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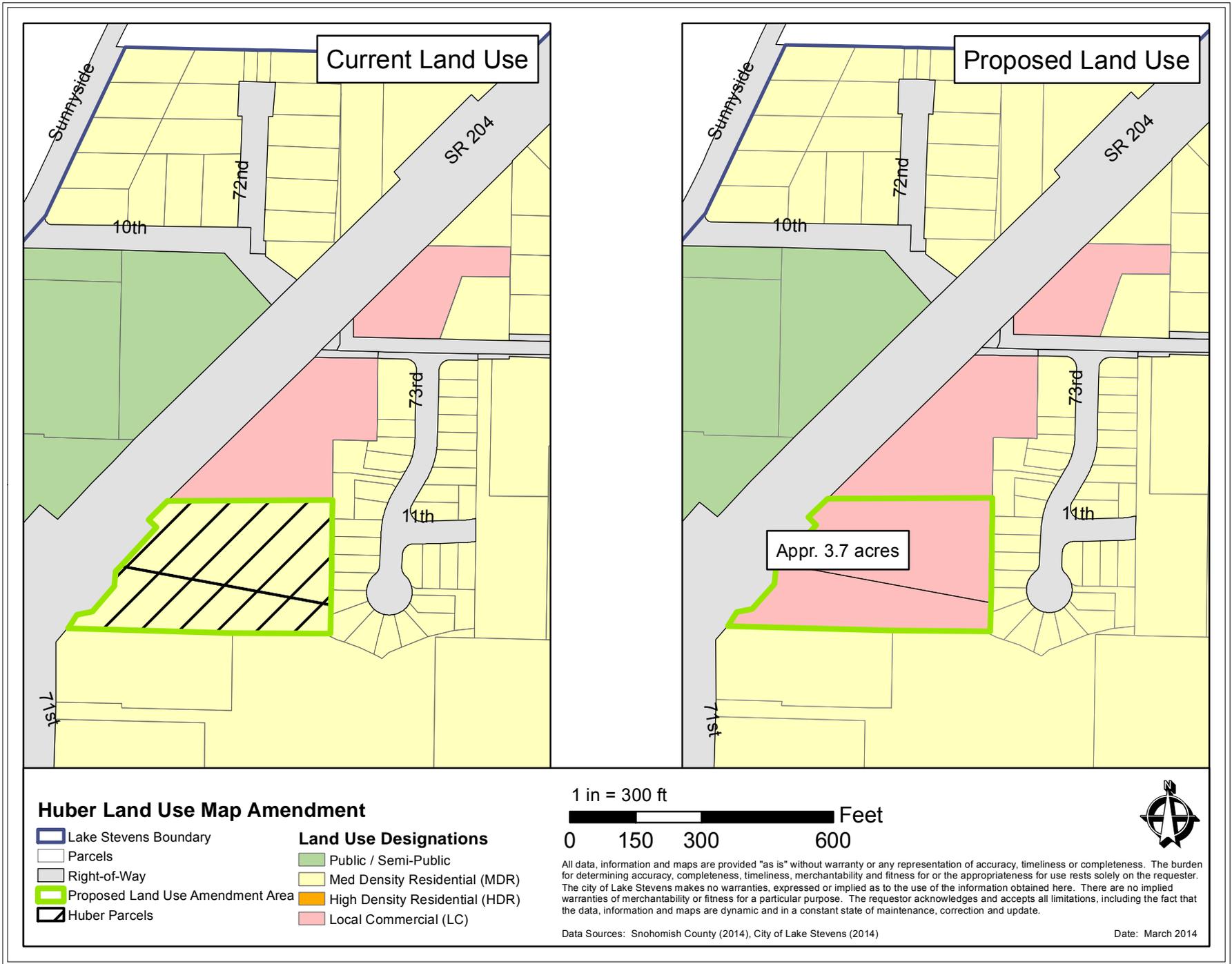
**ATTACHMENTS:**

- A. Docket Summary Table
- B1. RM-1 Map
- B2. RM-1 Analysis Sheet
- C1. RM-2 Map
- C2. RM-2 Analysis Sheet
- D. RT-1 Analysis Sheet
- E. RT-2 Analysis Sheet
- F1. RT-3 Analysis Sheet
- F2. RT-4 Analysis Sheet
- G1. Planning Commission Recommendation Letter
- G2. May 21, 2014 Planning Commission Minutes
- H. Resolution No. 2014-03

**Attachment A**

**SUMMARY OF 2014 DOCKET PROPOSALS  
 DRAFT**

<b>RATIFICATION MAPS</b>			
<b>#</b>	<b><u>NAME</u></b>	<b><u>PARCELS/ ACREAGE</u></b>	<b><u>REQUEST</u></b>
RM-1	Minor Map Amendment (LUA2014-0007)	3.7 acres	Citizen request to change the land use designation, for two parcels off SR-204, from Medium Density Residential to Local Commercial.
RM-2	Minor Map Amendment (LUA2014-0010)	9 acres	Segment 1 – Citizen request to change the land use designation on 7 parcels, to Commercial from High Density Residential and Medium-Density Residential; and
		2 acres	Segment 2 – Change the land use designation on a single parcel from Medium-Density Residential to Local Commercial. The city is recommending this land use change be extended to the adjacent parcel to the east.
<b>RATIFICATION TEXT</b>			
<b>#</b>	<b><u>NAME</u></b>	<b><u>REQUEST</u></b>	
RT-1	Chapter 5 – Parks, Recreation & Open Space	City-initiated text amendment to add a park project(s) to the Capital Project List.	
RT-2	Capital Facilities	City-initiated text amendment to add a park project and pedestrian safety improvement project to the Capital Project List.	
RT-4	Appendices	Add Appendix M – Addendum No. 7 to be prepared as environmental review for 2014 Docket	
RT-5	Update Dates & Table of Contents	Update dates on cover and footers and update Table of Contents	
<b>POTENTIAL DOCKET ITEMS</b>			
City-initiated comprehensive plan map or text amendment.			
Council may add items to the Docket based on recommendation from Planning Commission, discussion of proposed amendments or public testimony			





## 2014 Comprehensive Plan Docket Ratification

RM-1 - Staff Summary

Lake Stevens City Council & Planning Commission

City Council Hearing Date: June 9, 2014

Planning Commission Hearing Date: May 21, 2014

**SUBJECT:** Citizen-initiated map amendment

Summary	
<b>Location in Comprehensive Plan:</b> Chapter 4 Land Use Element – Figure 4.1 Land Use Map	
<b>Proposed Change(s):</b> Citizen-initiated request (LUA2014-0007) to change the land use designation, for two parcels near SR-204 and 10 <sup>th</sup> Street SE, from Medium Density Residential to Local Commercial, as illustrated on the attached map. If docketed, the city will evaluate a concurrent rezone application.	
<b>Applicant:</b> Dave Huber	<b>Property Location(s):</b> 1113 SR-204 (approximately 3.7 acres)
<b>Existing Land Use Designation</b>	<b>Proposed Land Use Designation</b>
Medium-Density Residential	Local Commercial
<b>Existing Zoning District</b>	<b>Proposed Zoning District</b>
Suburban Residential	Local Business

**ANALYSIS:** Annual amendments shall not include significant policy changes inconsistent with the adopted Vision Goals (VG-1 through VG-7).

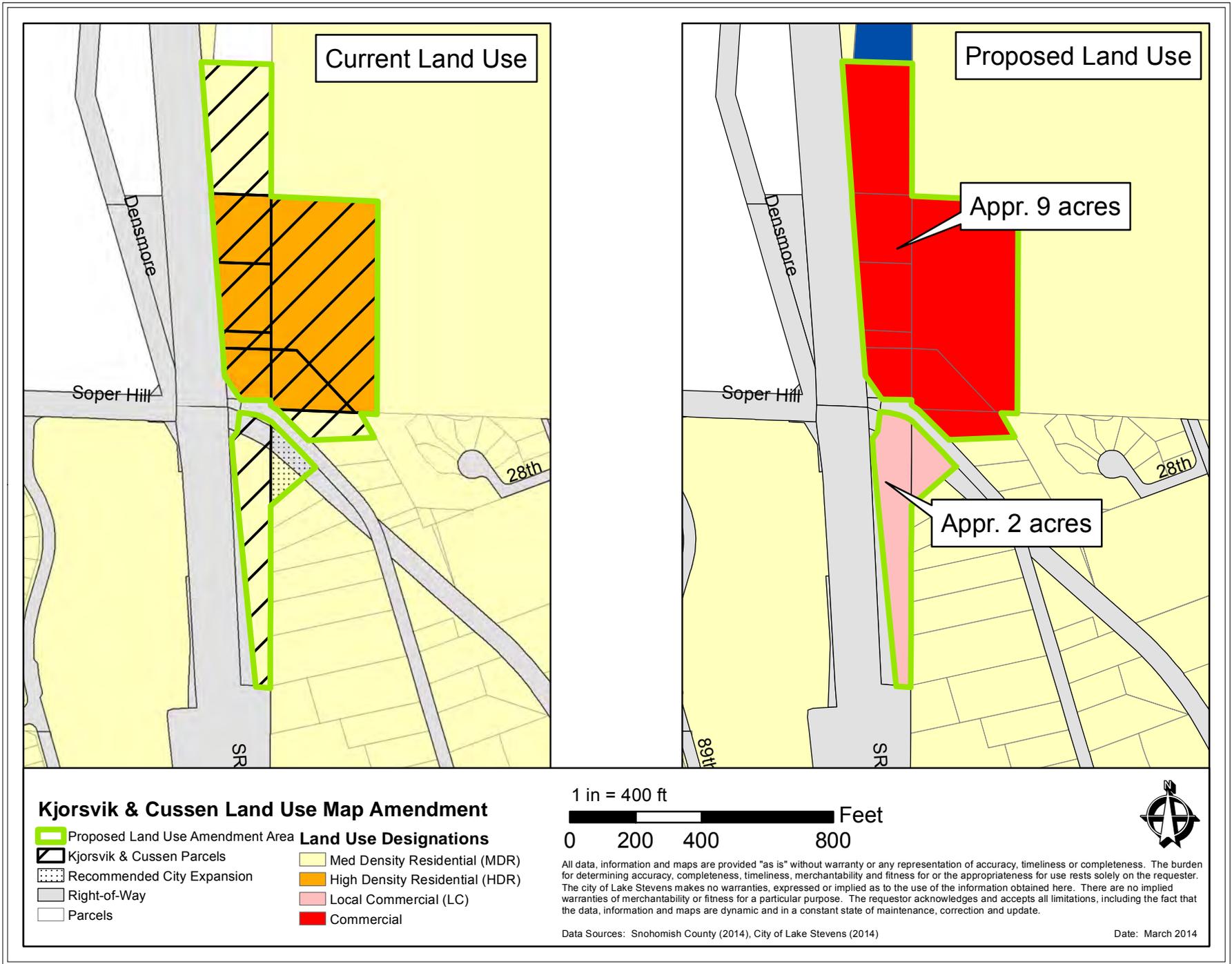
Ratification Review	Yes	No
Major or minor land use and road classification changes? <b>Discussion:</b> the proposal is for a minor land use map change and complies with Vision Goals (VG-1 through VG-7), specifically VG-3 and VG-5.	X	
Amendments to Plan text including support data and implementation? <b>Discussion:</b> the proposal does not include text changes.		X
Changes to Element maps? <b>Discussion:</b> the proposal is for a minor land use map change and complies with Vision Goals (VG-1 through VG-7), specifically VG-3 and VG-5.	X	
Minor changes to policies or clarifications? <b>Discussion:</b> the proposal does not include policy changes.		X
Other minor text changes? <b>Discussion:</b> the proposal does not include policy changes.		X

**FINDINGS:** The city shall use the following decision criteria to select proposals for further analysis and consideration. Proposals must meet subsection 1 through 4 and either subsection 5 or 6, included below.

Decision Criteria	Yes	No
1. Is the proposed amendment appropriate to the Comprehensive Plan rather than implementation as a development regulation or program? <b>Discussion:</b> the proposed minor land use map change is not designed to implement a development regulation or program.	X	
2. Is the proposed amendment legal? Does the proposed amendment meet existing state and local laws? <b>Discussion:</b> the proposed minor land use map change will be reviewed against the current Comprehensive Plan and applicable state laws related to process and environmental review.	X	
3. Is it practical to consider the proposed amendment? Reapplications for reclassification of property reviewed as part of a previous proposal are prohibited, unless the applicant establishes there has been a substantial change of circumstances and support a plan or regulation change at this time. <b>Discussion:</b> the land use designation for the subject properties has not been considered since the area was annexed into the city in 2009.	X	
4. Does the City have the resources, including staff and budget, necessary to review the proposed amendment? <b>Discussion:</b> the Growth Management Act and the city's Comprehensive Plan set a process to review annual amendments to the Comprehensive Plan. By extension, this is a Planning and Community Development function. The applicant has submitted required review fees. The applicant will provide any special studies deemed necessary to continue review at their expense.	X	
5. Does the proposed amendment correct an inconsistency within or make a clarification to a provision of the Plan? <b>OR</b>		X
6. All of the following: a. The proposed amendment demonstrates a strong potential to serve the public interest by implementing specifically identified goals of the Comprehensive Plan? <b>AND</b> <b>Discussion:</b> the proposed minor land use map change meets the following selected goals and policies of the current Comprehensive Plan's Land Use and Economic Development Elements. <ul style="list-style-type: none"> <li>• GOAL 4.3 Economic Development: Attain The Highest Level Of Economic Well-Being Possible For All Citizens In Lake Stevens Through The Achievement Of A Stable And Diversified Economy Offering A Wide Variety Of Employment Opportunities;</li> <li>• GOAL 4.20 Promote Neighborhood Commercial Uses In Appropriate Places;</li> <li>• GOAL 4.22 Apply Commercial Land Use Designations To Prevent Strip Or "Leap-Frog" Commercial Development; and</li> <li>• GOAL 9.5: Improve The City's Economic Condition for a Healthy, Vibrant and Sustainable Community.</li> </ul>	X	
b. The public interest would best be served by considering the proposal in the current year, rather than delaying consideration to a later subarea plan review or plan amendment process. <b>Discussion:</b> the Comprehensive Plan sets a procedure for evaluating minor amendments annually. The city is not considering a subarea plan or other amendments for the property; therefore, there is not a need to postpone review of the request.	X	

**Attachment B2**

<b>Recommendation</b>	Yes	No
Staff recommends City Council and the Planning Commission consider this proposal for inclusion in the 2014 Comprehensive Plan Docket.	X	
The Planning Commission recommends City Council consider this proposal for inclusion in the 2014 Comprehensive Plan Docket (see attached recommendation letter).	X	
The City Council accepts this proposal for inclusion in the 2014 Comprehensive Plan Docket.		



Current Land Use

Proposed Land Use

Appr. 9 acres

Appr. 2 acres

**Kjorsvik & Cussen Land Use Map Amendment**

- |                                  |                                |
|----------------------------------|--------------------------------|
| Proposed Land Use Amendment Area | <b>Land Use Designations</b>   |
| Kjorsvik & Cussen Parcels        | Med Density Residential (MDR)  |
| Recommended City Expansion       | High Density Residential (HDR) |
| Right-of-Way                     | Local Commercial (LC)          |
| Parcels                          | Commercial                     |



All data, information and maps are provided "as is" without warranty or any representation of accuracy, timeliness or completeness. The burden for determining accuracy, completeness, timeliness, merchantability and fitness for or the appropriateness for use rests solely on the requester. The city of Lake Stevens makes no warranties, expressed or implied as to the use of the information obtained here. There are no implied warranties of merchantability or fitness for a particular purpose. The requester acknowledges and accepts all limitations, including the fact that the data, information and maps are dynamic and in a constant state of maintenance, correction and update.

Data Sources: Snohomish County (2014), City of Lake Stevens (2014)

Date: March 2014



## 2014 Comprehensive Plan Docket Ratification

### RM-2 - Staff Summary Lake Stevens City Council & Planning Commission

City Council Hearing Date: June 9, 2014  
Planning Commission Hearing Date: May 21, 2014

**SUBJECT:** Citizen-initiated map amendment

Summary	
<b>Location in Comprehensive Plan:</b> Chapter 4 Land Use Element – Figure 4.1 Land Use Map	
<b>Proposed Change(s):</b> Citizen-initiated request (LUA2014-0010) to change the land use designation on seven parcels to Commercial from High Density Residential and Medium-Density Residential and change the land use designation on a single parcel from Medium-Density Residential to Local Commercial. The city is recommending the second proposed land use change be extended to the adjacent parcel to the east. All of the described properties are located on the east side of the intersection of SR-9 and Soper Hill Road as illustrated on the attached map. If docketed, the city will evaluate a concurrent rezone application.	
<b>Applicants:</b> Walter Kjorsvik and Harry Cussen	<b>Property Location(s):</b> Intersection of SR-9 and Soper Hill Road (11-acres and 9 parcels)
<b>Existing Land Use Designation</b>	<b>Proposed Land Use Designation</b>
Segment 1 - High Density Residential and Medium-Density Residential	Commercial
Segment 2 - Medium-Density Residential	Local Commercial
<b>Existing Zoning District</b>	<b>Proposed Zoning District</b>
Segment 1 - High Urban Residential, Multifamily Residential, and Suburban Residential	Commercial District
Segment 2 – Mixed-Use	Local Business

**ANALYSIS:** Annual amendments shall not include significant policy changes inconsistent with the adopted Vision Goals (VG-1 through VG-7).

Ratification Review	Yes	No
Major or minor land use and road classification changes? <b>Discussion:</b> the proposal is for a minor land use map change and complies with Vision Goals (VG-1 through VG-7), specifically VG-3 and VG-5.	X	
Amendments to Plan text including support data and implementation? <b>Discussion:</b> the proposal does not include text changes.		X
Changes to Element maps? <b>Discussion:</b> the proposal is for a minor land use map change and complies with Vision Goals (VG-1 through VG-7), specifically VG-3 and VG-5.	X	
Minor changes to policies or clarifications? <b>Discussion:</b> the proposal does not include policy changes.		X
Other minor text changes? <b>Discussion:</b> the proposal does not include policy changes.		X

**FINDINGS:** The city shall use the following decision criteria to select proposals for further analysis and consideration. Proposals must meet subsection 1 through 4 and either subsection 5 or 6, included below.

Decision Criteria	Yes	No
1. Is the proposed amendment appropriate to the Comprehensive Plan rather than implementation as a development regulation or program? <b>Discussion:</b> the proposal is for a minor land use map change; it is not designed to implement a development regulation or program.	X	
2. Is the proposed amendment legal? Does the proposed amendment meet existing state and local laws? <b>Discussion:</b> the proposal is for a minor land use map change that will be reviewed against the current Comprehensive Plan and applicable state laws related to process and environmental review.	X	
3. Is it practical to consider the proposed amendment? Reapplications for reclassification of property reviewed as part of a previous proposal are prohibited, unless the applicant establishes there has been a substantial change of circumstances and support a plan or regulation change at this time. <b>Discussion:</b> The southern segment of the subject properties received a change in Land Use in 2007 (Ordinance No. 762) to Mixed-Use and were subsequently rezoned to Mixed-Use with an implementing Development Agreement in 2088 (Ordinance No. 780 and Resolution 2008-4). Since then, no development has occurred under the current designation or agreement. The other areas received their current designations after annexation into the city – again no development has occurred on these properties as designated. Some changes in condition have occurred since the last land use changes. The applicant suggests commercial designations would be more convenient and better suited for uses at the intersection of two arterial roadways. Additionally, the properties on the west side of SR-9, located within the city of Marysville have a land use and zoning designation of Community Business.	X	
4. Does the City have the resources, including staff and budget, necessary to review the proposed amendment? <b>Discussion:</b> the Growth Management Act and the city’s Comprehensive Plan set a process to review annual amendments to the Comprehensive Plan. By extension, this is a Planning and Community Development function. The applicant has submitted required review fees. Any special studies deemed necessary to continue review will be provided by the applicant at their expense.	X	
5. Does the proposed amendment correct an inconsistency within or make a clarification to a provision of the Plan? <b>OR</b>		X
6. All of the following: a. The proposed amendment demonstrates a strong potential to serve the public interest by implementing specifically identified goals of the Comprehensive Plan? <b>AND</b> <b>Discussion:</b> the proposed minor land use map change meets the following selected goals and policies of the current Comprehensive Plan’s Land Use and Economic Development Elements. <ul style="list-style-type: none"> <li>• GOAL 4.3 Economic Development: Attain The Highest Level Of Economic Well-Being Possible For All Citizens In Lake Stevens Through The Achievement Of A Stable And Diversified Economy Offering A Wide Variety Of Employment Opportunities;</li> </ul>	X	

<ul style="list-style-type: none"> <li>• GOAL 4.20 Promote Neighborhood Commercial Uses In Appropriate Places;</li> <li>• GOAL 4.22 Apply Commercial Land Use Designations To Prevent Strip Or "Leap-Frog" Commercial Development; and</li> <li>• GOAL 9.5: Improve The City’s Economic Condition for a Healthy, Vibrant and Sustainable Community.</li> </ul>		
<p>b. The public interest would best be served by considering the proposal in the current year, rather than delaying consideration to a later subarea plan review or plan amendment process.</p> <p><b>Discussion:</b> the Comprehensive Plan sets a procedure for evaluating minor amendments annually. The city is not considering a subarea plan or other amendments for the property; therefore, there is not a need to postpone review of the request.</p>	X	

Recommendation	Yes	No
Staff recommends City Council and the Planning Commission consider this proposal for inclusion in the 2014 Comprehensive Plan Docket.	X	
The Planning Commission recommends City Council consider this proposal for inclusion in the 2014 Comprehensive Plan Docket (see attached recommendation letter).	X	
The City Council accepts this proposal for inclusion in the 2014 Comprehensive Plan Docket.		



## 2014 Comprehensive Plan Docket Ratification

RT-1 Staff Summary  
 Lake Stevens City Council & Planning Commission

City Council Hearing Date: June 9, 2014  
 Planning Commission Hearing Date: May 21, 2014

**SUBJECT:** City-initiated text amendment

<b>Summary</b>
<b>Location in Comprehensive Plan:</b> Chapter 5 Parks, Recreation & Open Space Element
<b>Proposed Change(s):</b> City-initiated request (LUA2014-0013) to add and describe the City Boat Launch Improvement as a project on the Capital Project List of the Parks Element.
<b>Applicant:</b> City of Lake Stevens Planning & Community Development

**ANALYSIS:** Annual amendments shall not include significant policy changes inconsistent with the adopted Vision Goals (VG-1 through VG-7).

<b>Ratification Review</b>	Yes	No
Major or minor land use and road classification changes? <b>Discussion:</b> the proposal does not change land use or road classifications.		X
Amendments to Plan text including support data and implementation? <b>Discussion:</b> the proposal would move a project identified in the Needs Assessment of the Parks Element (Page 5-30) onto the Capital Project List of the element. The project will be cross-referenced in the Capital Facilities Element and complies with Vision Goals (VG-1 through VG-7), specifically VG-6.	X	
Changes to Element maps? <b>Discussion:</b> the proposal does not change land use or road classifications.		X
Minor changes to policies or clarifications? <b>Discussion:</b> the proposal does not include policy changes.		X
Other minor text changes? <b>Discussion:</b> the proposal does not include policy changes.		X

**FINDINGS:** The city shall use the following decision criteria to select proposals for further analysis and consideration. Proposals must meet subsection 1 through 4 and either subsection 5 or 6, included below.

<b>Decision Criteria</b>	Yes	No
1. Is the proposed amendment appropriate to the Comprehensive Plan rather than implementation as a development regulation or program? <b>Discussion:</b> the proposal would move a project identified in the Needs Assessment of the Parks Element (Page 5-30) onto the Capital Project List of the element. The project will be cross-referenced in the Capital Facilities Element and complies with Vision Goals (VG-1 through VG-7), specifically VG-6. Implementation of a specific project may follow under review of a separate land use application.	X	

<p>2. Is the proposed amendment legal? Does the proposed amendment meet existing state and local laws?  <b>Discussion:</b> the proposal is legal and consistent with the Comprehensive Plan and Growth Management Act. Future development projects will need to meet applicable laws at the time of application.</p>	<p>X</p>	
<p>3. Is it practical to consider the proposed amendment? Reapplications for reclassification of property reviewed as part of a previous proposal are prohibited, unless the applicant establishes there has been a substantial change of circumstances and support a plan or regulation change at this time.  <b>Discussion:</b> the proposal would move a project identified in the Needs Assessment of the Parks Element (Page 5-30) onto the Capital Project List of the element. The project will be cross-referenced in the Capital Facilities Element. Significant projects must be included on the Capital Facilities Plan before they can be constructed.</p>	<p>X</p>	
<p>4. Does the City have the resources, including staff and budget, necessary to review the proposed amendment?  <b>Discussion:</b> the Growth Management Act and the city’s Comprehensive Plan set a process to review annual amendments to the Comprehensive Plan. By extension, this is a Planning and Community Development function.</p>	<p>X</p>	
<p>5. Does the proposed amendment correct an inconsistency within or make a clarification to a provision of the Plan? <b>OR</b></p>		<p>X</p>
<p>6. All of the following:                  a. The proposed amendment demonstrates a strong potential to serve the public interest by implementing specifically identified goals of the Comprehensive Plan.  <b>AND</b>  <b>Discussion:</b> the proposed amendment meets the following selected goals and policies of the current Comprehensive Plan’s Land Use and Economic Development Elements.</p> <ul style="list-style-type: none"> <li>• GOAL 4.4 Neighborhood Conservation: Achieve a Well Balanced and Well Organized Combination of Open Space, Commercial, Industrial, Recreation and Public Uses...;</li> <li>• GOAL 4.33 Give Priority to Shoreline Areas to Water-Oriented Uses and Discourage Non-Water-Oriented Uses;</li> <li>• GOAL 4.36 Protect and Enhance Shoreline Visual and Physical Access Consistent with Shoreline Management Act and Public Trust Doctrine Principles;</li> <li>• GOAL 5.1 Provide a High-Quality, Diversified Parks, Recreation and Open Space System that Provides Recreational and Cultural Opportunities for All Ages and Interest Groups; and</li> <li>• GOAL 5.5 Maintain Park Facilities to Maximize Life of The Facilities and to Provide an Attractive and Pleasing Environment for Users.</li> </ul>	<p>X</p>	
<p>b. The public interest would best be served by considering the proposal in the current year, rather than delaying consideration to a later subarea plan review or plan amendment process.  <b>Discussion:</b> the Comprehensive Plan sets a procedure for evaluating minor amendments annually – the existing Parks Element supports the proposal; therefore, there is not a need to postpone review of the request.</p>	<p>X</p>	

# Attachment D

Recommendation	Yes	No
Staff recommends City Council and the Planning Commission consider this proposal for inclusion in the 2014 Comprehensive Plan Docket.	X	
The Planning Commission recommends City Council consider this proposal for inclusion in the 2014 Comprehensive Plan Docket (see attached recommendation letter).	X	
The City Council accepts this proposal for inclusion in the 2014 Comprehensive Plan Docket.		



## 2014 Comprehensive Plan Docket Ratification

RT-2 Staff Summary  
Lake Stevens City Council & Planning Commission

City Council Hearing Date: June 9, 2014  
Planning Commission Hearing Date: May 21, 2014

**SUBJECT:** City-initiated text amendment

<b>Summary</b>
<b>Location in Comprehensive Plan:</b> Chapter 8 Capital Facilities
<b>Proposed Change(s):</b> City-initiated request (LUA2014-0013) to add a park project (City Boat Launch) and pedestrian safety improvement project (91 <sup>st</sup> Ave SE) to the Capital Project List.
<b>Applicant:</b> City of Lake Stevens Planning & Community Development

**ANALYSIS:** Annual amendments shall not include significant policy changes inconsistent with the adopted Vision Goals (VG-1 through VG-7).

<b>Ratification Review</b>	Yes	No
Major or minor land use and road classification changes? <b>Discussion:</b> the proposal does not change land use or road classifications.		X
Amendments to Plan text including support data and implementation? <b>Discussion:</b> the proposal would move a project identified in the Needs Assessment of the Parks Element (Page 5-30) onto the Capital Project List in the Capital Facilities Element and add a pedestrian safety improvement project to the Capital Project List. The requested text amendments comply with Vision Goals (VG-1 through VG-7).	X	
Changes to Element maps? <b>Discussion:</b> the proposal does not change land use or road classifications.		X
Minor changes to policies or clarifications? <b>Discussion:</b> the proposal does not include policy changes.		X
Other minor text changes? <b>Discussion:</b> the proposal does not include policy changes.		X

**FINDINGS:** The city shall use the following decision criteria to select proposals for further analysis and consideration. Proposals must meet subsection 1 through 4 and either subsection 5 or 6, included below.

<b>Decision Criteria</b>	Yes	No
1. Is the proposed amendment appropriate to the Comprehensive Plan rather than implementation as a development regulation or program? <b>Discussion:</b> the proposal would move a project identified in the Needs Assessment of the Parks Element (Page 5-30) onto the Capital Project List (Table 8-1) of the Capital Project element and add a pedestrian safety improvement project along 91 <sup>st</sup> Ave SE based on need and selection criteria from the Pedestrian Connection Plan. Construction of specific projects may follow under review of a separate land use application.	X	

**Attachment E**

<p>2. Is the proposed amendment legal? Does the proposed amendment meet existing state and local laws? <b>Discussion:</b> the proposal is legal and consistent with the Comprehensive Plan and Growth Management Act. Future development projects will need to meet applicable laws at the time of application.</p>	X	
<p>3. Is it practical to consider the proposed amendment? Reapplications for reclassification of property reviewed as part of a previous proposal are prohibited, unless the applicant establishes there has been a substantial change of circumstances and support a plan or regulation change at this time. <b>Discussion:</b> the proposal would move a project identified in the Needs Assessment of the Parks Element (Page 5-30) onto the Capital Project List (Table 8-1) of the Capital Project element and add a pedestrian safety improvement project (to be determined) based on need and selection criteria from the Pedestrian Connection Plan. Construction of specific projects may follow under review of a separate land use application. Significant projects must be included on the Capital Facilities Plan before they can be constructed.</p>	X	
<p>4. Does the City have the resources, including staff and budget, necessary to review the proposed amendment? <b>Discussion:</b> the Growth Management Act and the city’s Comprehensive Plan set a process to review annual amendments to the Comprehensive Plan. By extension, this is a Planning and Community Development function.</p>	X	
<p>5. Does the proposed amendment correct an inconsistency within or make a clarification to a provision of the Plan? <b>OR</b></p>		X
<p>6. All of the following: a. The proposed amendment demonstrates a strong potential to serve the public interest by implementing specifically identified goals of the Comprehensive Plan? <b>AND</b> <b>Discussion:</b> the proposed amendment meets the following selected goals and policies of the current Comprehensive Plan’s Land Use, Transportation and Economic Development Elements.</p> <ul style="list-style-type: none"> <li>• GOAL 4.4 Neighborhood Conservation: Achieve a Well Balanced and Well Organized Combination of Open Space, Commercial, Industrial, Recreation and Public Uses...;</li> <li>• GOAL 4.33 Give Priority to Shoreline Areas to Water-Oriented Uses and Discourage Non-Water-Oriented Uses;</li> <li>• GOAL 4.36 Protect and Enhance Shoreline Visual and Physical Access Consistent with Shoreline Management Act and Public Trust Doctrine Principles;</li> <li>• GOAL 5.1 Provide a High-Quality, Diversified Parks, Recreation and Open Space System that Provides Recreational and Cultural Opportunities for All Ages and Interest Groups;</li> <li>• GOAL 5.5 Maintain Park Facilities to Maximize Life of the Facilities and to Provide an Attractive and Pleasing Environment for Users;</li> <li>• GOAL 6.2 Strive for Continuous and Long Term Expansions to the Trail and Pedestrian System.</li> <li>• GOAL 8.1 Provide Public Facilities in a Manner which Protects Investments in and Maximizes Use of, Existing Facilities and Promotes Orderly Compact Urban Growth; and</li> </ul>	X	

**Attachment E**

<ul style="list-style-type: none"> <li>GOAL 8.4 Coordinate Land Use Decisions and Financial Resources with a Schedule of Capital Improvements to Meet Adopted Level of Service Standards, Measurable Objectives.</li> </ul>		
<p>b. The public interest would best be served by considering the proposal in the current year, rather than delaying consideration to a later subarea plan review or plan amendment process.</p> <p><b>Discussion:</b> the Comprehensive Plan sets a procedure for evaluating minor amendments annually – the existing Parks Element supports the proposal. The Land Use and Transportation Elements support pedestrian improvements; therefore, there is not a need to postpone review of the request.</p>	X	

<b>Recommendation</b>	Yes	No
Staff recommends City Council and the Planning Commission consider this proposal for inclusion in the 2014 Comprehensive Plan Docket.	X	
The Planning Commission recommends City Council consider this proposal for inclusion in the 2014 Comprehensive Plan Docket (see attached recommendation letter).	X	
The City Council accepts this proposal for inclusion in the 2014 Comprehensive Plan Docket.		



## 2014 Comprehensive Plan Docket Ratification

RT-3 Staff Summary  
 Lake Stevens City Council & Planning Commission

City Council Hearing Date: June 9, 2014  
 Planning Commission Hearing Date: May 21, 2014

**SUBJECT:** City-initiated text amendment

<b>Summary</b>
<b>Location in Comprehensive Plan:</b> New Appendix N
<b>Proposed Change(s):</b> City-initiated text changes to the Comprehensive Plan, as part of the 2014 Comprehensive Plan Docket (LUA2014-0013), to add SEPA environmental review documents as a new appendix.
<b>Applicant:</b> City of Lake Stevens Planning & Community Development

**ANALYSIS:** Annual amendments shall not include significant policy changes inconsistent with the adopted Vision Goals (VG-1 through VG-7).

Ratification Review	Yes	No
Major or minor land use and road classification changes? <b>Discussion:</b> the proposal does not change land use or road classifications.		X
Amendments to Plan text including support data and implementation? <b>Discussion:</b> the proposal updates procedural SEPA documentation in a technical appendix.	X	
Changes to Element maps? <b>Discussion:</b> the proposal does not change land use or road classifications.		X
Minor changes to policies or clarifications? <b>Discussion:</b> the proposal does not include policy changes.		X
Other minor text changes? <b>Discussion:</b> the proposal does not include policy changes.		X

**FINDINGS:** The city shall use the following decision criteria to select proposals for further analysis and consideration. Proposals must meet subsection 1 through 4 and either subsection 5 or 6, included below.

Decision Criteria	Yes	No
1. Is the proposed amendment appropriate to the Comprehensive Plan rather than implementation as a development regulation or program? <b>Discussion:</b> the proposal would document and add SEPA review documents to the Comprehensive Plan by reference.	X	
2. Is the proposed amendment legal? Does the proposed amendment meet existing state and local laws? <b>Discussion:</b> the proposal is legal and consistent with the Comprehensive Plan and Growth Management Act, and the State Environmental Policy Act.	X	

<p>3. Is it practical to consider the proposed amendment? Reapplications for reclassification of property reviewed as part of a previous proposal are prohibited, unless the applicant establishes there has been a substantial change of circumstances and support a plan or regulation change at this time.  <b>Discussion:</b> the proposal would document and add SEPA review documents to the Comprehensive Plan by reference.</p>	X	
<p>4. Does the City have the resources, including staff and budget, necessary to review the proposed amendment?  <b>Discussion:</b> the Growth Management Act and the city’s Comprehensive Plan set a process to review annual amendments to the Comprehensive Plan. By extension, this is a Planning and Community Development function.</p>	X	
<p>5. Does the proposed amendment correct an inconsistency within or make a clarification to a provision of the Plan? <b>OR</b>  <b>Discussion:</b> the proposal would document and add SEPA review documents to the Comprehensive Plan by reference to ensure consistency.</p>	X	
<p>6. All of the following:          a. The proposed amendment demonstrates a strong potential to serve the public interest by implementing specifically identified goals of the Comprehensive Plan?  <b>AND</b>  <b>Discussion:</b> Not applicable, procedural change.</p>		X
<p>b. The public interest would best be served by considering the proposal in the current year, rather than delaying consideration to a later subarea plan review or plan amendment process.  <b>Discussion: Not applicable, procedural change.</b></p>		X

Recommendation	Yes	No
Staff recommends City Council and the Planning Commission consider this proposal for inclusion in the 2014 Comprehensive Plan Docket.	X	
The Planning Commission recommends City Council consider this proposal for inclusion in the 2014 Comprehensive Plan Docket (see attached recommendation letter).	X	
The City Council accepts this proposal for inclusion in the 2014 Comprehensive Plan Docket.		



## 2014 Comprehensive Plan Docket Ratification

RT-4 Staff Summary  
 Lake Stevens City Council & Planning Commission

City Council Hearing Date: June 9, 2014  
 Planning Commission Hearing Date: May 21, 2014

**SUBJECT:** City-initiated text amendment

<b>Summary</b>
<b>Location in Comprehensive Plan:</b> Cover, footers and Table of Contents.
<b>Proposed Change(s):</b> City-initiated text changes to the Comprehensive Plan, as part of the 2014 Comprehensive Plan Docket (LUA2014-0013), to update the dates on the cover, footnotes and the Table of Contents.
<b>Applicant:</b> City of Lake Stevens Planning & Community Development

**ANALYSIS:** Annual amendments shall not include significant policy changes inconsistent with the adopted Vision Goals (VG-1 through VG-7).

<b>Ratification Review</b>	Yes	No
Major or minor land use and road classification changes? <b>Discussion:</b> the proposal does not change land use or road classifications.		X
Amendments to Plan text including support data and implementation? <b>Discussion:</b> the proposal does not change data or implementation.		X
Changes to Element maps? <b>Discussion:</b> the proposal does not change land use maps.		X
Minor changes to policies or clarifications? <b>Discussion:</b> the proposal does not include policy changes.		X
Other minor text changes? <b>Discussion:</b> the proposal includes minor “housekeeping” changes to update affected notes, table of contents and text footers.	X	

**FINDINGS:** The city shall use the following decision criteria to select proposals for further analysis and consideration. Proposals must meet subsection 1 through 4 and either subsection 5 or 6, included below.

<b>Decision Criteria</b>	Yes	No
1. Is the proposed amendment appropriate to the Comprehensive Plan rather than implementation as a development regulation or program? <b>Discussion:</b> the proposal includes minor “housekeeping” changes to update affected notes, table of contents and text footers.	X	
2. Is the proposed amendment legal? Does the proposed amendment meet existing state and local laws? <b>Discussion:</b> the proposal is legal and consistent with the Comprehensive Plan and Growth Management Act, and the State Environmental Policy Act.	X	

<p>3. Is it practical to consider the proposed amendment? Reapplications for reclassification of property reviewed as part of a previous proposal are prohibited, unless the applicant establishes there has been a substantial change of circumstances and support a plan or regulation change at this time.  <b>Discussion:</b> the proposal includes minor “housekeeping” changes to update affected notes, table of contents and text footers.</p>	X	
<p>4. Does the City have the resources, including staff and budget, necessary to review the proposed amendment?  <b>Discussion:</b> the Growth Management Act and the city’s Comprehensive Plan set a process to review annual amendments to the Comprehensive Plan. By extension, this is a Planning and Community Development function.</p>	X	
<p>5. Does the proposed amendment correct an inconsistency within or make a clarification to a provision of the Plan? <b>OR</b>  <b>Discussion:</b> the proposal includes minor “housekeeping” changes to update affected notes, table of contents and text footers.</p>	X	
<p>6. All of the following:          a. The proposed amendment demonstrates a strong potential to serve the public interest by implementing specifically identified goals of the Comprehensive Plan?  <b>AND</b>  <b>Discussion:</b> Not applicable, procedural change.</p>		X
<p>b. The public interest would best be served by considering the proposal in the current year, rather than delaying consideration to a later subarea plan review or plan amendment process.  <b>Discussion:</b> Not applicable, procedural change.</p>		X

Recommendation	Yes	No
Staff recommends City Council and the Planning Commission consider this proposal for inclusion in the 2014 Comprehensive Plan Docket.	X	
The Planning Commission recommends City Council consider this proposal for inclusion in the 2014 Comprehensive Plan Docket (see attached recommendation letter).	X	
The City Council accepts this proposal for inclusion in the 2014 Comprehensive Plan Docket.		



May 21, 2013

Lake Stevens City Council  
1812 Main Street  
Lake Stevens, WA 98258

**Subject: Planning Commission Recommendation  
2014 Comprehensive Plan Docket Ratification – LUA 2014-0007, LUA2014-0009 and  
LUA2014-0013**

Dear Council Members:

The Lake Stevens Planning Commission held a public hearing on Wednesday, May 21, 2013 to consider proposed map and text amendments to the Comprehensive Plan to determine whether these proposals should be included for further analysis on the 2014 Docket.

**Commissioners Present:** Hoult, Huxford, Matlack, and Petershagen

**PLANNING COMMISSION PUBLIC HEARING (May 21, 2014)**

Planning and Community Development staff presented the proposed amendments and responded to questions. Staff discussed the background and overview of the Docket and Comprehensive Plan amendments; presented each proposed amendment individually, describing whether each proposal met the requirements for annual amendments and the findings to allow the proposal to proceed through the amendment cycle. The detailed analysis will be completed for these projects on the final 2014 Docket if ratified by the City Council.

Two citizens provided initial comments related to the citizen-initiated proposals. The first speaker was the applicant for **LUA 2014-0007 (RM-1)** who spoke in favor of docketing the requested map amendment located near 10<sup>th</sup> Street SE and SR-204 because of its location and visibility. The speaker did not testify about the merits of the application as they relate to the docketing process. The next speaker relayed concerns about the proposed map amendment **LUA 2014-0009 (RM-2)** located near SR-9 and Soper Hill, specifically safety concerns about Soper Hill Road for pedestrians and its use as a bypass from SR-9 and the type and scale of commercial development. The speaker did not testify about the merits of the application as they relate to the docketing process. No public comment was received regarding the city-initiated text amendments **LUA2014-0013 (RT 1 – RT4)**.

A more detailed description of the public testimony and the Planning Commission's discussion are included in the attached draft Planning Commission meeting minutes.

**FINDINGS AND CONCLUSIONS**

The Planning Commission hereby adopts staff’s findings and conclusions, as outlined in the staff report and docket summary sheets dated May 21, 2014, and concludes that the proposed amendments:

- (1) Are consistent with the adopted Lake Stevens Comprehensive Plan;
- (2) Meet the criteria for inclusion on the annual Comprehensive Plan Amendment Docket; and
- (3) Comply with the Growth Management Act.

**PLANNING COMMISSION RECOMMENDATION**

**MOTION / RECOMMENDATION:**

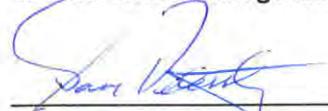
**Forward the docket proposals RM-1, RM-2, RT-1 – RT-4, together with the public comments and commissioner concerns expressed in the May 21<sup>st</sup> public hearing, to be addressed in the forwarding recommendation letter to City Council.**

The Planning Commission recommended the Council include the proposed map and text amendments as part of the 2014 Docket. The Planning Commission also wanted to alert Council to initial concerns addressed during Public testimony and Commission deliberation related primarily to LUA2014-0009 (RM-2), specifically safety concerns on Soper Hill, the quality and scale of future commercial development in this area, a desire to limit sprawling commercial development on SR-9, and potential competition to the subarea plans. Full comments included in attached meeting minutes.

The Motion passed 3:1 with Commissioner Petershagen dissenting on procedural grounds because the recommendation included comments and issues beyond the established docketing criteria.

Respectfully submitted,

**Lake Stevens Planning Commission**

  
\_\_\_\_\_, Chair  
Gary Petershagen

  
\_\_\_\_\_, Vice Chair  
Janice Huxford

**PLANNING COMMISSION PUBLIC HEARING MINUTES**

Community Center  
1808 Main Street, Lake Stevens  
Wednesday, May 21, 2014

CALL TO ORDER: 7: 00 pm by Chair Petershagen

MEMBERS PRESENT: Chair Gary Petershagen, Vice-Chair Janice Huxford, Linda Hoult, and Tom Matlack

MEMBERS ABSENT: Jennifer Davis, Sammie Thurber, Pam Barnet

STAFF PRESENT: Planning & Community Development Director Rebecca Ableman, Senior Planner Russ Wright and Planning/Public Works Coordinator Georgine Rosson

OTHERS PRESENT: Chair Petershagen welcomed the following members of the public:

Grant Elsworth  
Dave Huber

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**Excused Absence:** Commissioner Hoult motioned to excuse Commissioners Davis, Thurber and Barnet, Vice-Chair Huxford second, motion passed 4-0-0-3.

**Guest Business:** Mr. Elsworth asked if members of the audience would be able to discuss the Soper Hill rezone during the public hearing. Chair Petershagen confirmed there would be opportunity for the public to comment.

**Action Items:**

*Approval of April 2, 2014 Minutes:* Chair Petershagen made a correction to the spelling of a guest name (Kyle Mose). Vice-Chair Huxford made a motion to approve the corrected minutes, Commissioner Hoult second, motion passed 4-0-0-3.

*Approval of May 7, 2014 Open House Minutes:* Commissioner Hoult made a motion to approve minutes, Commissioner Matlack second, motion passed 4-0-0-3. Vice-Chair Huxford asked about minutes from the April 14<sup>th</sup> joint meeting with council. Director Ableman responded she would provide minutes from this meeting.

**Public Hearing:**

Chair Petershagen read the public hearing procedures and officially opened the Public Hearing.

*Staff Presentation: 2014 Comprehensive Plan Docket Ratification - Senior Planner Russ Wright:*

Senior Planner Russ Wright introduced the items for consideration under the 2014 docket. He stated that tonight's public hearing was the first step in the docket ratification process. Planning Commissioners must consider the specific review criteria set out in

Section H of Chapter 1 of the Comprehensive Plan. The action taken is a procedural step to set the 2014 Docket. Planning Commission action is not a recommendation of approval or denial of any amendments. If Council decides to docket the amendments, staff will conduct further analysis and Planning Commission will consider the merits of the proposed amendments and make a recommendation to the City Council. Mr. Wright summarized each of the amendments, including two citizen-initiated amendments to the land use map and two substantive city-initiated text amendments summarized below.

1. RM-1 – Change land use designation on two parcels totaling approximately 3.7 acres located at 1113 SR-204, from Medium Density Residential to Local Commercial. Access to the site would be through existing commercial development off 10<sup>th</sup> Street SE.
  2. RM-2 - Change land use designation on seven parcels, totaling approximately 9 acres, from High Density Residential and Medium Density Residential to Commercial, and change the land use designation on a single parcel from Mixed Use to Local Commercial. City staff recommends the planning commission extend the Local Commercial land use designation (and Local Business zoning designation) to the adjacent parcel to the east. Combined, these two parcels total approximately two acres. All of the described properties are located near the eastern intersection of SR-9 and Soper Hill Road.
- 
1. RT-1 – Text amendment to Chapter 5 – the Parks, Recreation and Open Space Element, which would add and describe the City Boat Launch Improvement as a project on the Capital Project List of the Parks Element.
  2. RT-2 – Text amendment to Chapter 8 – the Capital Facilities Element, which would add the City Boat Launch Improvement as a capital project and add a pedestrian safety improvement project to the Capital Project List.

Additionally, the city is proposing RT-3 and RT-4 incorporating SEPA documents and updating the dates on the cover, footnotes and the Table of Contents, as standard administrative amendments.

Staff recommended acceptance of the city and citizen-initiated amendments on the 2014 Docket.

*Commission's questions for Staff:*

- Vice-Chair Huxford asked about RT-2 and lack of specificity for the pedestrian safety improvement project. Mr. Wright responded that the staff report was completed before Public Works staff identified a specific pedestrian safety project. Public Works has since chosen 91<sup>st</sup> Avenue to concentrate on pedestrian improvements.
- Chair Petershagen asked about the scope of work for the boat launch. Mr. Wright responded the scope will include much more than a new boat launch, it will also include permanent restrooms. The full scope of work is still being developed.

- Commissioner Hoult had several questions that focused on the proposed RM-2 amendment. She asked the difference between Commercial and Local Commercial zoning, and why should there be a higher density commercial zoning in the Soper Hill area? She also mentioned the Soper Hill area is not a designated commercial center area. Mr. Wright responded the Commercial zoning allows for big box stores, while Local Commercial zoning is smaller scale, serving a local population; Mr. Wright also stated the proximity of the Soper Hill location to Highway 9 does lend itself to a larger commercial development. Director Ableman stated the city does have existing commercial to the south and industrial zoning directly to the north of this site. Mr. Wright discussed the zoning on the west side of Highway 9, inside Marysville city limits, which is zoned Community Business and Mixed-Use.
- Commissioner Hoult does not want to see the Highway 9 corridor become like Aurora Avenue.
- Chair Petershagen mentioned development space [along SR-9] might be limited due to overhead power line utility easements that run through this area.
- Commissioner Hoult asked what is considered a minor amendment. Mr. Wright responded that major/minor amendments are based on acreage, RM-2 is considered a minor amendment.
- Commissioner Thurber's written comments were distributed to the commissioners.

*Public Comments:*

- Mr. Dave Huber, 7304 10<sup>th</sup> Street SE, B201, Lake Stevens. Mr. Huber is the proponent for the RM-1 proposed amendment. Mr. Huber believes this site is a "natural" for a commercial rezoning. The property is land locked and has site distance issues for any type of access off SR-204. The only access is from the commercial property to the northeast off 10<sup>th</sup> Street SE. Due to the slopes, even if this property were developed to its fullest potential, the views of neighboring properties would not be obstructed. Mr. Huber stated it makes sense to develop commercial properties on busy highways due to exposure. No critical areas are located on this property except at the south end where there is a ravine.
- Mr. Grant Elsworth, 2628 Soper Hill Road, Lake Stevens. Mr. Elsworth lives near the proposed RM-2 rezoning area. His primary concern is safety. The posted speed limit for Soper Hill Road is 25 mph. According to Mr. Elsworth, the average speed traveled on this road is 37 mph, there are no sidewalks and no shoulders, and is used as a main arterial for Crosswater and other developments to get to the lake. It is also used as a shortcut to Highway 9. If the land use designation of this area is going to be changed, Mr. Elsworth would like to see Local Commercial as opposed to Commercial; he feels Local Commercial would be a better fit for the neighborhood. Mr. Elsworth would like to see "higher quality" businesses go into this area, not fast food or convenience stores, but something more like Mill Creek Town Center. He also mentioned traffic calming devices for Soper Hill as well as making this road a dead end.

*Close Public Comment portion of Hearing for 2014 Comprehensive Plan Docket Ratification:* Commissioner Hoult made a motion to close the public comment portion

of the hearing, Vice Chair Huxford second, motion passed 4-0-0-3.

*Close Public Hearing for 2014 Comprehensive Plan Docket Ratification:* Commissioner Hoult made a motion to close the public hearing portion of the meeting, Commissioner Matlack second, motion passed 4-0-0-3.

*Discussion by Planning Commission:*

- Chair Petershagen asked what type of development can be done on 9 acres, referring to the Soper Hill property. Planning Director Ableman responded, as an example, Fred Meyer has stated in the past they need a minimum of 15 acres to develop.
- Vice-Chair Huxford asked what type of character or “flavor” would be developed for the Soper Hill change. She mentioned the subareas and the thought and care that went into that process.
- Commissioner Matlack expressed concern over both RM-1 and RM-2 creating strips of commercial zoning, or “leap-frog” commercial development, which would be inconsistent with Goal 4.22 listed on page 19 of the Planning Commission packet. Mr. Wright responded the zoning amendments would not create a spot zoning; the amendments would create cohesive areas of commercial activity.
- Vice-Chair Huxford asked if the Planning Commission can make a conditional recommendation.
- Chair Petershagen stated that at this point the Commission’s role is only passing along a recommendation to docket based on the amendments meeting the specific criteria. If Council does docket the amendments, the Planning Commission will have another opportunity to analyze the amendments.
- Commissioner Hoult asked, if the amendments are docketed, can the Commission or staff recommend a different zoning, Director Ableman responded that yes, this recommendation could be made.

*Commission Action by Motion - Recommendation to Council:*

- Commissioner Matlack made a motion that the Planning Commission forward the docket proposals RM-1, RM-2, RT-1 – RT-4 together with the public comments and commissioner concerns expressed in the May 21<sup>st</sup> public hearing addressed in the forwarding recommendation letter to City Council. Vice-Chair Huxford seconded the motion.
- Chair Petershagen opposed the motion based on the understanding that tonight’s meeting is just to recommend placing items on the docket, not to make site-specific recommendations.
- Staff reviewed the primary public and Commissioner concerns to include safety, access, scale, design, character, and Commercial vs. Local Commercial zoning.
- Director Ableman suggested making the recommendation, but also adding a statement that Planning Commission and staff conduct further analysis of these areas if the amendments are docketed. The motion was not revised.
- Original motion passed 3-1-0-3.

**Discussion Items:**

*Community Open House Review – Planning & Community Development Director Ableman and Senior Planner Russ Wright:*

Director Ableman congratulated the Planning Commission for a great job on the open house. She thanked them for taking ownership and engaging the public in the process.

Mr. Wright went over the survey results and public comments that came out of the open house. The survey results and comments were consistent with the results of the parks survey taken last year. At the time of the meeting, there were 17 responses to the online survey. Commissioner Matlack asked, what is the next step on the update? Mr. Wright responded that right now the active part is the survey. Staff will then go through individual chapters reviewing items that are required in each element. Also delving into the vision question so we have an idea of what entire chapters should look like. Staff will revisit the overall vision, and look at individual visions for each element. Vice-Chair Huxford asked if the survey could be highlighted during Aquafest? Mr. Wright responded the public will have the opportunity to take the survey during Aquafest, either a paper copy or the interactive touch pads will be available.

**Commissioner Reports:**

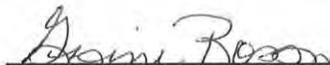
Commissioner Matlack mentioned the motor cross track just outside of Granite Falls was approved.

**Staff Reports:**

Director Ableman informed the Planning Commission that Council is scheduled to approve their work program next Tuesday night. She also noted that she should have some economic development information to share at the next meeting. Chair Petershagen asked if there has been any commercial permit activity, Director Ableman responded that a developer is working on replacing the La Hacienda restaurant building at Frontier Village with a new, three-tenant building.

**Adjourn.** Commissioner Hoult made a motion to adjourn at 8:17 p.m., Commissioner Matlack second, motion passed 4-0-0-3.

  
\_\_\_\_\_  
Gary Petershagen, Chair

  
\_\_\_\_\_  
Georgine Rosson, Planning/Public  
Works Coordinator

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

**RESOLUTION 2014-03**

A RESOLUTION OF THE CITY OF LAKE STEVENS, RATIFYING A LIST OF DOCKET ITEMS FOR FURTHER ANALYSIS FOR THE 2014 COMPREHENSIVE PLAN DOCKET

WHEREAS, the Washington City of Lake Stevens is a City in Snohomish County, Washington, planning under the Growth Management Act; and

WHEREAS, the City of Lake Stevens has established procedures and schedules to update, amend or revise the Comprehensive Plan as required under RCW 36.70A.130(2)(a) no more frequently than once every year; and

WHEREAS, the 2014 Docket proposals include two (2) citizen-initiated amendments to the land use map with associated rezones and two (2) city-initiated amendments along with procedural amendments proposed for inclusion on the 2014 Comprehensive Plan Docket; and

WHEREAS, the Planning Commission conducted a duly noticed public hearing on the proposed list of docket items attached hereto as Exhibit A on May 21, 2014, and all public testimony has been given full consideration and is included in the Planning Commission's recommendation to the City Council; and

WHEREAS, this action is exempt from the requirements of the State Environmental Policy Act (SEPA) pursuant to WAC 197-11-800(19) as a procedural action; and

WHEREAS, each individual proposal will undergo a full and complete SEPA review per Chapter 197-11 WAC and Chapter 16.04 LSMC during the analysis phase taking into consideration the interrelationship and cumulative effect of all requests as required under the Growth Management Act per Chapter 36.70A RCW.

WHEREAS, the City Council conducted a public hearing on the proposed list of docket items listed in Exhibit A on June 9, 2014 continued to June 23, 2014, which was duly noticed, and considered all public testimony and the Planning Commission's recommendation.

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

Section 1. Requested Action. The Lake Stevens City Council requests the Department of Planning and Community Development individually analyze the attached list of docket items, prepare reports, and present the detailed findings for each item to the Planning Commission and the City Council for action by December 31, 2014.

Section 2. 2013 Docket. The approved list of docket items including two (2) citizen-initiated amendments to the land use map with associated rezones and two (2) substantive city-initiated amendments along with procedural amendments constitute the official 2014 Docket for the city of Lake Stevens and will serve as the only potential

Comprehensive Plan changes as allowed under RCW 36.70A.130(2)(a) and the city of Lake Stevens Comprehensive Plan, Goal 1.1 which states: "Provide for a Consistent Review and Revision of the Comprehensive Plan."<sup>1</sup>

Section 3. Severability. If any section, sentence, clause or phrase of this resolution should be held invalid or unconstitutional by a court of competent jurisdiction, such invalidity or unconstitutionality shall not affect the validity or constitutionality of any other section, sentence, clause or phrase of this resolution.

Section 4. Effective Date. This resolution shall take effect immediately upon passage by the Lake Stevens City Council.

PASSED by the City Council of the City of Lake Stevens this 23 day of June 2014.

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

ATTEST:

\_\_\_\_\_  
Barb Stevens, City Clerk

APPROVED AS TO FORM:

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

<sup>1</sup> The rezone application (LUA 2014-0008) associated with the RM-1 Map amendment (LUA2014-0007) is considered a minor, site-specific rezone. LUA 2014-0008 rezone will be reviewed as a Type IV application and will include a public hearing in front of the hearing examiner who will recommend approval to the City Council. Final approval will be by ordinance following a closed record Public Hearing.

The rezone application (LUA 2014-0010) associated with the RM-2 Map amendment (LUA2014-0009) is considered a minor, area-wide rezone because the proposed changes involve different property owners, changes across rights-of-way, and changes to more than one land use designation. LUA 2014-0010 rezone will be reviewed as a Type VI application and will be reviewed concurrently with the comprehensive plan map amendment and include a public hearing in front of the Planning Commission who will recommend approval to the City Council. Final approval will be by ordinance following a Public Hearing.

**EXHIBIT A - 2014 DOCKET PROPOSALS**

<b>RATIFICATION MAPS</b>			
<b>#</b>	<b><u>NAME</u></b>	<b><u>PARCELS/ ACREAGE</u></b>	<b><u>REQUEST</u></b>
<b>RM-1</b>	<b>Minor Map Amendment (LUA2014-0007)</b>	3.7 acres	Citizen request to change the land use designation, for two parcels off SR-204, from Medium Density Residential to Local Commercial.
<b>RM-2</b>	<b>Minor Map Amendment (LUA2014-0010)</b>	9 acres	Segment 1 – Citizen request to change the land use designation on 7 parcels, to Commercial from High Density Residential and Medium-Density Residential; and
		2 acres	Segment 2 – Change the land use designation on a single parcel from Medium-Density Residential to Local Commercial. The city is recommending this land use change be extended to the adjacent parcel to the east.
<b>RATIFICATION TEXT</b>			
<b>#</b>	<b><u>NAME</u></b>	<b><u>REQUEST</u></b>	
<b>RT-1</b>	<b>Chapter 5 – Parks, Recreation &amp; Open Space</b>	City-initiated text amendment to add a park project(s) to the Capital Project List.	
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<b>RT-3</b>	<b>Appendices</b>	Add Appendix M – Addendum No. 7 to be prepared as environmental review for 2014 Docket	
<b>RT-4</b>	<b>Update Dates &amp; Table of Contents</b>	Update dates on cover and footers and update Table of Contents	
<b>POTENTIAL DOCKET ITEMS</b>			
Council may add items to the Docket based on recommendation from Planning Commission, discussion of proposed amendments or public testimony			

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LAKE STEVENS, WASHINGTON**

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Vern Little, Mayor

ATTEST:

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APPROVED AS TO FORM:

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# Memo

**To:** Council  
**From:** Mayor Little  
**Re:** Planning Commission  
**Date:** June 11, 2014

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Sharon "Sammie" Thurber resigned her position on the Planning Commission effective June 5, 2014. Planning Chairman Gary Petershagen and I interviewed two candidates. Following those interviews it is my recommendation that Mirza Avdic be appointed to the Planning Commission.



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**City of Lake Stevens**

# Memo

**To:** Council  
**From:** Mayor Little  
**Re:** Arts Commission  
**Date:** June 10, 2014

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There are currently three vacancies on the Arts Commission. Kristen Hunt, Robert Cruickshank and Eileen Tietze previously submitted applications for this board. I have interviewed Ms. Hunt, Mr. Cruickshank and Ms. Tietze and recommend they each be appointed to the Arts Commission.



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LAKE STEVENS CITY COUNCIL  
**STAFF REPORT**

**Council Agenda Date:** June 23, 2014

**Subject:** 2014 Aquafest Request - Serve Beer & Wine in VIP Booth, Saturday July 26, 2014

**Contact Person:** Rebecca Ableman

**Budget**

**Department:** Planning and Community Development Director

**Impact:** \$0

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

Approve the Aquafest Committee's request to serve Beer and Wine in the VIP Booth during the 2014 Aquafest Celebration, Saturday, July 26, 2014.

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**SUMMARY/BACKGROUND:** On April 7th, the Aquafest Committee submitted the permit application, SPE2014-0007 (**Attachment A**), to include serving Beer and Wine in the VIP Booth located in North Cove Park (**Attachment B**).

The Aquafest Committee is proposing that Beer and Wine be served in the VIP Booth on Saturday, July 26<sup>th</sup> for invited guests only. This proposal will have to meet the Washington State Liquor Control Board guidelines and requirements for a Banquet Permit (Application - **Attachment C**). If Council approves the request the applicant will be required to provide a Certificate of Liability Insurance and endorsement, specifically addressing the service of Wine and Beer and naming the City of Lake Stevens as an additional insured and a copy of the approved Washington State Liquor Control Board Banquet Permit.

---

**APPLICABLE CITY POLICIES:**

- A. Title 10.03.150 states, *the City Council may permit the sale and consumption of alcoholic beverages within a confined licensed area pursuant to an event permit issued by the City and a permit issued by the Washington State Liquor Control Board. Any application to the City Council for such a permit shall include a site plan identifying the specific areas to be licensed. In granting such a permit, the Council may apply restrictions reasonably calculated to comply with the purpose of the Public/Semi-Public Zone as set forth in the Lake Stevens Land Use Ordinance.*

---

**BUDGET IMPACT:** \$0

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**ATTACHMENTS:**

- ▶ **Attachment A:** Event Application
- ▶ **Attachment B:** Aquafest Permit Map Exhibit 11 - VIP Tent Location, North Cove Park Site Map
- ▶ **Attachment C:** Banquet Permit Application

ATTACHMENT A



1812 Main Street  
 PO Box 257  
 Lake Stevens, WA 98258 (425) 377-3235

EVENT PERMIT APPLICATION

PERMIT # \_\_\_\_\_

◀ See Page 3 for Required Application Submittal Materials ▶  
 ◀ A PREAPPLICATION MEETING IS REQUIRED FOR LEVEL 3 & 4 EVENTS ▶

APPLICANT INFORMATION				
1. Applicant/Agent Name:	LISA Elder, 2014 PRESIDENT			
2. Organization Represented by Applicant:	Lake Stevens Aquafest Association			
3. Organization Web Site:	www.aquafest.org			
4. Applicant Mailing Address-Street:	City:	State:	Zip:	
PO Box 670	Lake Stevens	WA	98258	
5. Applicant/Agent Phone & Contact Information:	Daytime Phone:	Fax:		
	425 377 8702	425 377 -8703		
	Cell Phone:	Email:		
425-330-2510	lisa@showcasemz.com			
Evening Phone:	Other:			
6. Event Contact Person:	Daytime Phone:	Fax:		
Please print name below:	425 377-8702	425 377 -8703		
Lisa Elder	Cell Phone:	Email:		
	425 330 -2510	lisa@showcasemz.com		
Evening Phone:	Other:			
EVENT OPERATIONS				
7. Official Name of Event:	Aquafest			
8. Describe in detail the nature of the event: (Attach additional sheets if information exceeds space available to completely describe all activities being conducted.)	Aquafest is a three day event including vendors, water events, carnival, parades, petshow, entertainment, beverage garden  see attached for full details.			
9. Is the event <input type="checkbox"/> Private <input type="checkbox"/> Public?	A Private event is one in which a specified guest list and attendees are known; a public event is one in which the general public is invited through word-of-mouth, flyers, or media advertisement.			
10. Anticipated Maximum Attendance: Spectators/Volunteers	Total - Duration of Event:	Maximum at any one time:		
	30,000 +/- 300 +/-	1		
11. Event Level: (See Event Application Instructions Sheet for further detail on LSMC 14.16C.065 Events. A Park Use Permit may be required for events that do not qualify for an Event Level.)	LEVEL 1 <input type="checkbox"/>	LEVEL 2 <input type="checkbox"/>	LEVEL 3 <input type="checkbox"/>	LEVEL 4 <input checked="" type="checkbox"/>
	• 100 to 500 attendees • Up to 1 day	• 500 to 1,000 attendees • Up to 2 consecutive days • Up to 3 similar events	• 1 day a week • Reoccurring on a periodical or seasonal basis	• 1,000+ attendees per day • Up to 4 consecutive days • Pre-application meeting required
12. Address/Location(s) of Event: (Provide all public and private locations.)	Downtown Lake Stevens: Main street, Boat Launch, BTG Club, Northcove Park, Library parking lot.  See attached for full details.			

ATTACHMENT A



1812 Main Street  
 PO Box 257  
 Lake Stevens, WA 98258 (425) 377-3235

EVENT PERMIT APPLICATION

Attach additional sheets if necessary.)

13. Event Set Up Date/Time: (i.e., tents, portable restrooms, etc. Note traffic control plan may be necessary)	Date: <i>July, 25, 26, 27</i>	Time:
14. Event Date(s) and Hours of Operation: (Include information of each day)	Date(s): <i>July, 24, 25, 26, 27</i>	Hours: <i>SEE attached for details</i>
15. Event Break Down Date/Time: (Note traffic control plan may be necessary)	Date: <i>July 27</i>	Time: <i>SEE attached for details</i>

EVENT FACILITY/ACTIVITY COMPONENTS

16. Please check all items below that apply to your event and provide details below (or attach additional sheets if necessary).  
 Include **if the request is for the City to provide equipment or service.**

- \$ indicates an additional fee and/or deposit may be required
- # indicates a separate permit or approval may be necessary from the City or other agency
- ✓C Check if request is for City to provide equipment or services

- Air Show-Hours: \_\_\_\_\_ #
- Alcohol sold/served-Hours: *SEE Attached* #  
 Location: *lot behind Buzz Inn*  
*Park locations require City Council approval. Additional Insurance Requirements*
- Amplified Sound-Hours: \_\_\_\_\_ \$ \_\_\_\_\_ C\$
- Animals
- Banners-Quantity \_\_\_\_\_ C\$  
 Locations: \_\_\_\_\_
- Brochures\$
- Bleachers#
- Carnival  
*Additional Insurance Requirements*
- Community Center#  
*Contact City Hall (425)334-1012 to reserve*
- Electricity  
*City staff must be present for all L&I Inspections on City property*
- Food sold or served#
- Garbage Service ✓C\$  
*Required for Level 4 events. Event sponsor is responsible for the cost of garbage disposal generated by the event. Recycling containers (refundable deposit required) must be used during the event and are provided by the City.*
- Inflatables (bouncy houses, advertising)  
*Additional Insurance Requirements*

- Parade(s)-Hours: \_\_\_\_\_  
*Provide routes and road closures below*
- Picnic Shelters (Lundeen Park only)#  
*Contact City Hall (425) 334-1012 to reserve*
- Portable Restrooms ✓C\$
- Protest/Rally
- Public Address System \_\_\_\_\_ C\$
- Pyrotechnics/Fireworks#
- Raffle/Lottery#
- Seating/Tables
- Sporting Event  
*Additional Insurance Requirements*
- Stage
- Vending, Food#
- Vending, Non Food
- Tent(s)/Trailer(s)#
- Water Events\$#
- Other: \_\_\_\_\_ C\$
- Other: \_\_\_\_\_ C\$

Provide details here and including items not on the checklist above:  
 (Attach additional sheets if needed)

*SEE Attached for details*

ATTACHMENT A



1812 Main Street  
 PO Box 257  
 Lake Stevens, WA 98258 (425) 377-3235

EVENT PERMIT APPLICATION

**STREET CLOSURES**

17. Provide the name of each street, intersection and the approximate distance. Include whether a full or half lane closure is being requested and include the dates, times and hours of each requested closure. Attach additional sheets if needed.

Road/Date/Time: <i>SEE Attached</i>	Road/Date/Time:	Road/Date/Time:	Road/Date/Time:
--	-----------------	-----------------	-----------------

**EVENT SECURITY/EMERGENCY SERVICES**

18. Are additional Polices Services requested? <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO	Date/Time	Date/Time	Date/Time
---	-----------	-----------	-----------

Please describe what type of polices services you are requesting (Security, Traffic control, Marine/on water, etc.)  
  
*SEE Attached*

**INSURANCE REQUIREMENTS**

19. Please list specific insurance provided. Contact Permit Center for detailed requirements for special insurance requirements. (Attach additional sheets if needed)	Activity/Insurance	Activity/Insurance	Activity/Insurance
	<i>Insurance endorsements to be provided to city</i>		

**SUBMITTAL REQUIREMENTS**

20. The following materials must be submitted with this application form:

- A. Clear and legible site plan or map that includes-
  - North, indicted by a directional arrow symbol
  - Name of park and/or other facilities with surrounding streets
  - Overall Event Area
  - Parking Plan
  - Location of all physical equipment being placed, including but not limited to vendors booths, tents, signs, barricades, portable restrooms, vehicles, etc.
  - Other applicable details
- B. Traffic Control Plan, as applicable
- C. Electrical Plans, as applicable
- D. Insurance with proper endorsements
- E. Copies of other permits and/or approvals required for the event
- F. Application Fee

INDEMNIFICATION/HOLD HARMLESS

The undersigned, shall defend, indemnify, and hold harmless the City of Lake Stevens, its officers, officials, employees and volunteers from and against any and all claims, suits, actions or liabilities for injury or death of any person, or for loss or damage to property, which arises during this event, use of the park and/or facility, or from conduct or any activity, work done, permitted or suffered during this event, in or about the park and/or facility, except only such injury or damage as shall have been occasioned by the sole negligence of the City. The undersigned further agrees to reimburse the City of Lake Stevens for any damage arising from the organization and/or group's use of the park and/or facility.

The undersigned further certifies that the information given in this application is true and correct and further states that he/she has the authority to make this application for the group or organization. The undersigned further states that he/she accepts responsibility for this organization and/or groups compliance with all of the terms and conditions and that the group and/or organization will observe all rules and regulations established herein for the site/facility requested and will comply with all applicable federal, state or local statutes, ordinances or regulations that may not be outlined in the permit when issued. The undersigned understands that failure to do so will be grounds for revocation of an issued permit.

*Lisa H Elder*  
 Signature of Responsible Person

4/7/2014  
 Date

*Lisa H Elder*



1812 Main Street  
PO Box 257  
Lake Stevens, WA 98258 (425) 377-3235

**EVENT PERMIT APPLICATION**

*Lisa L Elder*

Printed Name

**ATTACHMENT A**



1812 Main Street  
 PO Box 257  
 Lake Stevens, WA 98258 (425) 377-3235

**EVENT PERMIT APPLICATION**

**APPLICATION REQUIREMENTS**

All application materials must be submitted at least 60 days prior to the event. Level 3 & 4 events require a pre-application meeting with the City.

**FEES**

Application fees are due at the time of submittal. All other fees/charges/deposits are due at permit issuance.

**EXPEDITED REVIEW**

Applications submitted later than between 60 days and 14 days prior to the event may be accepted for processing with an additional fee. The City cannot guarantee that an event will be permitted even if expedited review is request.

**INSURANCE**

Most activities and events require a Certificate of Liability Insurance and Endorsement (naming the City of Lake Stevens as additional insured). Individuals, groups and organizations are able to obtain the appropriate insurance through the WCIA website at [www.wciapool.org](http://www.wciapool.org), follow the directions for 'One Day Insurance: TULIP'. All of the City of Lake Stevens facilities and parks are listed under 'Washington Cities Insurance Authority' in the 'Select a Facility' scroll down menu. Required Certificates of Liability Insurance, endorsements and/or other documentation must be submitted with an application. Please contact the Permit Center at (425) 377-3235 to determine insurance requirements prior to application submittal.

**EVENT SECURITY**

Individuals, businesses, governmental agencies and public entities often desire police related services or assistance with their events or operations. In the event additional police services are requested, an Extra Duty Policy Services Contract will be required. Contracts will be provided upon review of the permit application by the Police Department. Execution of the contract is required prior to issuance of a permit.

**GARBAGE SERVICES**

Event Level 4 Event Sponsor is responsible for making arrangements for garbage dumpster for the disposal for garbage generated for the event. The Event Sponsor shall use the City's contracted waste management provider, Allied Waste Services. In addition a fee of \$200 is required to cover costs for the handling of waste left in City owned garbage cans and dumpster which are emptied by the City.

Event Sponsor shall provide a site map showing planned placement location of dumpsters with size of each shown on the map.

**RECYCLING CONTAINERS**

The City provides recycle containers. A deposit fee in accordance with the current fees resolution is required prior to the event. The Event Sponsor is responsible to checkout and check-in the recycle containers with the City representative. Missing units shall be charged

against the deposit fee. The balance of the deposit not charged for replacement shall be refunded.

**PORTABLE TOILETS**

The City will determine the number of units, arrange for serving during the event, delivery placement, and removal of units. The Event Sponsor is responsible to cover all costs for the portable toilets. The City will order the serve upon receipt of the estimated cost. The number of units and placement will be based on the event area and the estimated number of participants.

**OTHER PERMITS/APPROVALS**

Below is a list of other permits and/or approvals that may be required for the activities listed above. This is meant to assist you with your event and is not an exhaustive list therefore, other permits or approvals may be necessary.

ACTIVITY	REGULATORY AGENCY	REQUIREMENT	FEE CHARGED
Air Show	FAA	License and Inspection	Yes
Alcohol Sold or Served	WA State Liquor Control Board City Council	Liquor License Permit Approval	Yes
			No
Carnival Ride/ Inflatables Toys	WA Dept. of Labor and Industries	Operator and Equipment License	Yes
Concession/Vendors	City of Lake Stevens	Business License and Concession Contract	Yes
Electrical Services	WA Dept. of Labor and Industries	L & I Inspection	Yes
Food Sold or Served	Snohomish County Health District City of Lake Stevens	Food Handlers License and Business License	Yes
			Yes
Pyrotechnics (Fireworks)	Washington State Patrol Lake Stevens Fire Department	City of Lake Stevens Permit State Permit & License Fire Inspection	Yes
			Yes
Raffles/Lottery Games	State Gambling Commission	License	Yes
Tents or Trailers	Lake Stevens Fire Department	Fire Inspection	Yes

ATTACHMENT A



1812 Main Street  
PO Box 257  
Lake Stevens, WA 98258 (425) 377-3235

**PARK & FACILITY USE RULES & REGULATIONS**

- Any accident involving injury to participants or damages to park, facility or equipment occurring during the use of a City park, facility or equipment shall be reported to City authorities immediately.
- The event sponsor shall not leave the park or facility unattended at any time during the hours of use defined within the agreement.
- No animals will be permitted inside facilities without prior written consent of the Planning Director or his/her designee.
- If a group or individual(s) provide their own food for their own consumption within the premises of a City facility or park, they assume responsibility for the preparation, serving and consumption of the same and shall hold the City harmless from any liability arising there from.
- All entertainment involving acoustical or amplified music must have prior approval from the Planning Director or his/her designee. Use of electrical cords outside or inside the park and facility requires prior approval.
- When determined by the Planning Director or his/her designee, the applicant will be responsible for installing 'No Event Parking' signs in the downtown shopping center.
- Games of chance, lotteries, and door prizes are not allowed except where permitted by law.
- Alterations to the Park or Facility are prohibited without prior approval. This may include but is not limited to such things as hanging signs, erecting backstops, placing goals, using masking tape on walls and floors, etc.
- City-owned equipment shall not be removed from the park or facility or loaned to any individual or organization unless prior approval by the City has been granted. Use of City-owned expendable supplies is prohibited.
- Applicants are responsible for special set-up requirements and clean up, unless specifically requested in the application. Users shall be responsible for returning the park or facility to its original condition immediately following the event.
- Cancellations by applicants require at least a 72-hour notice. Otherwise, related actual costs shall be borne by the applicant. Facility or park use is cancelled when facility or park is closed due to an emergency.
- The City reserves the right to refuse or revoke any authorization issued for the use of a City park or facility, and if rental has been paid, to refund such rental, minus expenses incurred, by the City in connection therewith.

**EVENT PERMIT APPLICATION**

**CONTACT INFORMATION**

**Permit Center**  
 Address: 1812 Main Street  
 PO Box 257  
 Lake Stevens, WA 98258

Phone: (425) 377-3235

Email: jeilert@lakestevenswa.gov

**Public Works**  
 Address: 1812 Main Street  
 PO Box 257  
 Lake Stevens, WA 98258

Phone: (425) 377-3235

**Police Department**  
 Address: 2211 Grade Road  
 Lake Stevens, WA 98258

Non Emergency  
 Phone: (425) 334-9537

**Fire Department**  
 Address: 1825 South Lake Stevens Road  
 Lake Stevens, WA 98258

Phone: (425) 212-3042

**City Hall**  
 Address: 1812 Main Street  
 PO Box 257  
 Lake Stevens, WA 98258

Phone: (425) 334-1012



**Map Exhibit 11**  
**VIP Tent Location**  
**North Cove Park**  
**Liquor license to be provided**



Washington State  
Liquor Control Board

ATTACHMENT C

City of Lake Stevens  
City Council Regular Agenda 6/23/2014  
Page 67

**Washington State Liquor Control Board**  
**BANQUET PERMIT**  
**(Does Not Authorize the Sale of Alcohol)**

<b>Name of Organization (If Applicable):</b> Lake Stevens Aquafest		<b>Start Date of Event:</b> July 26, 2014
<b>Applicants Name:</b> Jennifer Callaghan	<b>Phone Number:</b> (425) 754-2047	<b>Event Start Time:</b> 6:00 pm
<b>Applicants Home Address:</b> 3206 - 82nd Drive NE Marysville WA 98270		<b>Event End Time:</b> 10:30 pm
<b>Name of Building or Location:</b> North Cove Park	<b>Room or Area Held:</b> Outdoor Tent	<b>Number of Event Days:</b> 1
<b>Street Address of Building or Location:</b> 1812 Main Street	<b>City of Building or Location:</b> Lake Stevens	<b>County of Building or Location:</b> Snohomish
<b>Purpose of Occasion (be specific):</b> Sponsors & VIP Hospitality Tent		
<b>Number of Persons to Attend:</b> 200-250	<b>Number of Persons Under 21 Years of Age That Will Attend:</b> 25-50	
Attendees <u>Will not</u> bring their own Alcohol.		
<b>Name of Caterer:</b>	<b>Address:</b>	<b>Phone:</b>

**I have accepted this permit subject to the following conditions:**

- **THE EVENT WILL NOT BE OPEN TO THE PUBLIC.** No advance sale of tickets will be made to the general public and no advertising will be directed to the general public.
- **Liquor will not be sold** for cash, scrip, tickets or any other manner whatsoever.
- This permit is not valid on a liquor-licensed premises while the liquor license is suspended.
- All liquor served will be purchased in Washington State from an authorized liquor retailer.
- This permit will be conspicuously posted in the banquet area.
- Liquor will be served and consumed only in the portion of the Building or Location described.
- Liquor will be served only to members and invited guests who are 21 years of age or older.
- Legal hours for service and consumption of liquor are 6:00 a.m. to 2:00 a.m. daily.
- The event and the premises for which this permit is issued will be subject to inspection by any liquor control officer or law enforcement officer.

**Warning: WAC 314-18-070 states that no banquet permittee or employee of a banquet permittee may knowingly permit.**

- The service of liquor to or consumption of liquor by any person under 21 years of age at the Banquet Permit event.
- Any disorderly conduct to occur at the Banquet Permit event.
- The service of liquor to or consumption of liquor by an apparently intoxicated person(s).

**By making this application and accepting the Banquet Permit YOU ARE ASSUMING FULL RESPONSIBILITY FOR THIS FUNCTION. A violation could subject the violator to criminal prosecution, immediate cancellation of the permit and render the applicant/premises ineligible for future permits.**

This permit is not valid unless signed, dated and posted at the event location.

I am assuming full responsibility for the event and the compliance of the rules stated above.

Sign your name to affirm the above conditions:

Date: 3/27/14



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LAKE STEVENS CITY COUNCIL  
**STAFF REPORT**

**Agenda Date:** June 23, 2014

**Subject:** Interlocal Agreement for the Inter-Jurisdictional Housing Committee - ILA Amendment No. 2 to Add the City of Stanwood as a member of the Alliance

---

**Contact Person/** Rebecca Ableman  
**Department:** Planning & Community Development Director  
**Budget Impact:** None

---

**RECOMMENDATION(S)/ACTION REQUESTED OF CITY COUNCIL:**

The recommendation is for the Council to review the Interlocal Agreement Amendment No. 2 to the Alliance for Housing Affordability adding the City of Stanwood to the Alliance (**Attachment A**) and authorize the Mayor to sign.

---

**DISCUSSION:**

The City of Lake Stevens entered into an Interlocal Agreement in July, 2013 to be a member of the original Alliance that is made up of 11 cities, one town, the County and the Housing Authority of Snohomish County (**Attachment B**). The Alliance hired a staff member in the fall who has begun work on individual community housing profiles for uses during the 2015 Comprehensive Plan Updates. Further efforts this year will include a website and education outreach for local elected officials to create more awareness of affordable housing issues.

Member cities are Edmonds, Everett, Granite Falls, Lake Stevens, Lynnwood, Marysville, Mill Creek, Mountlake Terrace, Mukilteo, Snohomish, and the Town of Woodway. One of the goals of the original membership was to allow jurisdiction to join at any time. Arlington was added in April. Stanwood will be a another welcomed addition to the Alliance. Please see the Alliance staff memo for further explanation (**Attachment C**).

Please note that an amendment to the master interlocal agreement is forthcoming that would make it a decision by the Joint Board of the Alliance that would approve addition of new members eliminating the need for each jurisdiction to take amendments back to Councils of approval.

---

**APPLICABLE CITY POLICIES:**

Cities and Counties are required under the Growth Management Act to address housing for all segments of the population. The newly adopted County-wide Planning Polices also require that jurisdictions consider participation in an inter-jurisdictional effort.

---

**BUDGET IMPACT:**

There is no budget impact to this amendment. Note that additional members can reduce each jurisdiction's contribution depending on the proposed budget for the Alliance's fiscal year.

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**ATTACHMENTS:**

Attachment A - Amendment No. 2  
Attachment B - Original Interlocal Agreement  
Attachment C - Memorandum from Kristina Gallant, Alliance for Housing Affordability Analyst

**ATTACHMENT A**

After Recording Return to:

City of Mountlake Terrace  
6100 219<sup>th</sup> Street SW, Suite 200  
Mountlake Terrace, WA 98043-0072

**Amendment No. 2  
To Interlocal Cooperation Agreement for Inter-Jurisdictional Coordination  
Relating to Affordable Housing Within Snohomish County**

THIS AMENDMENT NO. 2 to that certain Interlocal Cooperation Agreement for Inter-Jurisdictional Coordination Relating to Affordable Housing Within Snohomish County effective November 5, 2013 (the "Agreement"), as amended by Amendment No. 1 on July 1, 2014, is made by and among the cities of Arlington, Edmonds, Everett, Granite Falls, Lake Stevens, Lynnwood, Marysville, Mill Creek, Mountlake Terrace, Mukilteo, and Snohomish, and the town of Woodway, all of which are municipal corporations organized under the laws of the State of Washington; the Housing Authority of Snohomish County, a public housing authority organized under Ch. 35.82 RCW; and Snohomish County, a political subdivision of the State of Washington (herein each referred to individually as a "Party" and collectively as the "Parties"). This Amendment No. 2 shall be effective as of August 1, 2014.

WHEREAS, the city of Stanwood, a municipal corporation organized under the laws of the State of Washington, wishes to sign onto the Agreement and be bound by all of the terms and conditions of the Agreement; and

WHEREAS, the Parties wish to add the city of Stanwood as a Party to the Agreement; and

NOW, THEREFORE, the Parties agree as follows:

1. The introduction to the Agreement is hereby amended to read in its entirety as follows:

"This Interlocal Agreement ("Agreement") is made and entered into by and among the cities of Arlington, Edmonds, Everett, Granite Falls, Lake Stevens, Lynnwood, Marysville, Mill Creek, Mountlake Terrace, Mukilteo, Snohomish, and Stanwood, and the town of Woodway, all of which are municipal corporations organized under the laws of the State of Washington; the Housing Authority of Snohomish County, a public housing authority organized under Ch. 35.82 RCW;

**ATTACHMENT A**

and Snohomish County, a political subdivision of the State of Washington (herein each referred to individually as a "Party" and collectively as the "Parties"). This Agreement is made pursuant to the Interlocal Cooperation Act, Chapter 39.34 RCW, and has been authorized by the governing body of each Party. The Parties agree as follows:"

- 2. Section 5 (c) of the Agreement, Proposed Annual Budget, is hereby amended to add the following two sentences after the first sentence:

"The city of Stanwood's contribution for fiscal year July 1, 2014 through June 30, 2015, shall be \$944, which has been determined per Section 5 (c) (ii) of the Agreement. The city of Stanwood's contribution shall be paid to the Fiscal Agent by July 30, 2014."

- 3. Section 13 (d) of the Agreement, Notice Addresses of Parties, is hereby amended to add the following text after the first sentence:

"City of Stanwood

Ryan Larsen, Community Development Director  
10220 270<sup>th</sup> St NW  
Stanwood, WA 98292  
(360) 629 - 2181  
ryan.larsen@ci.stanwood.us"

This Amendment No. 2 may be executed in multiple counterparts and, if so signed, shall be deemed one integrated Amendment No. 2. The undersigned signatories represent that they are authorized to execute this Amendment No. 2 on behalf of the respective Party for which they have signed below. All other terms and conditions of the Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the Parties hereto have executed this Amendment No. 2 as of the effective date set forth above.

**CITY OF ARLINGTON**

**CITY OF EDMONDS**

By: \_\_\_\_\_  
Signature Date

By: \_\_\_\_\_  
Signature Date

Its: \_\_\_\_\_

Its: \_\_\_\_\_

**ATTACHMENT A**

**CITY OF EVERETT**

By: \_\_\_\_\_  
Signature Date

Its: \_\_\_\_\_

**CITY OF GRANITE FALLS**

By: \_\_\_\_\_  
Signature Date

Its: \_\_\_\_\_

**CITY OF LAKE STEVENS**

By: \_\_\_\_\_  
Signature Date

Its: \_\_\_\_\_

**CITY OF LYNNWOOD**

By: \_\_\_\_\_  
Signature Date

Its: \_\_\_\_\_

**CITY OF MARYSVILLE**

By: \_\_\_\_\_  
Signature Date

Its: \_\_\_\_\_

**CITY OF MILL CREEK**

By: \_\_\_\_\_  
Signature Date

Its: \_\_\_\_\_

**CITY OF MOUNTLAKE TERRACE**

By: \_\_\_\_\_  
Signature Date

Its: \_\_\_\_\_

**CITY OF MUKILTEO**

By: \_\_\_\_\_  
Signature Date

Its: \_\_\_\_\_

**CITY OF SNOHOMISH**

By: \_\_\_\_\_  
Signature Date

Its: \_\_\_\_\_

**CITY OF STANWOOD**

By: \_\_\_\_\_  
Signature Date

Its: \_\_\_\_\_

**CITY OF WOODWAY**

By: \_\_\_\_\_  
Signature Date

**ATTACHMENT A**

Its: \_\_\_\_\_

**HOUSING AUTHORITY OF SNOHOMISH COUNTY    SNOHOMISH COUNTY**

By: \_\_\_\_\_  
Signature                      Date

By: \_\_\_\_\_  
Signature                      Date

Its: \_\_\_\_\_

Its: \_\_\_\_\_

**Return Address**  
City of Mountlake Terrace  
6100 219<sup>th</sup> Street SW, Suite 200  
Mountlake Terrace, WA 98043-0072

201311050337 CONFORMED COPY  
11/05/2013 11:05am \$69.00 38 PGS  
SNOHOMISH COUNTY, WASHINGTON

COVER SHEET FOR RECORDING

Please print or type information

Document Title (or transactions contained therein):	
1. <b>Interlocal Cooperation Agreement for Inter-Jurisdictional Coordination Relating to Affordable Housing within Snohomish County</b>	
Reference numbers(s) of documents assigned or released: (on page _____ of document(s))	
Grantor(s) (Last name first, then first name and initials)	Additional Grantors on Page: <u>1</u>
<b>City of Mountlake Terrace</b>	
Grantee(s) (Last name first, then first name and initials) <i>Snohomish County</i>	
Legal description (abbreviated: i.e. lot, block, plat or section, township, range)	
Assessor's property tax parcel/account number:	
The Auditor/Recorder will rely on the information provided on the form. The staff will not read the document to verify the accuracy or completeness of the indexing information provided herein. RecCoverSht.doc	

N:\PLANNING\Contracts\_&\_Consultants\Interlocal Agreemt\Recording CoverSht\_Inter-Jurisdictional Coordination Relating to Affordable Housing\_Sno County.doc

**INTERLOCAL COOPERATION AGREEMENT FOR INTER-JURISDICTIONAL  
COORDINATION RELATING TO AFFORDABLE HOUSING WITHIN SNOHOMISH  
COUNTY**

This Interlocal Agreement ("Agreement") is made and entered into by and among the cities of Edmonds, Everett, Granite Falls, Lake Stevens, Lynnwood, Marysville, Mill Creek, Mountlake Terrace, Mukilteo, and Snohomish, and the town of Woodway, all of which are municipal corporations organized under the laws of the State of Washington; the Housing Authority of Snohomish County, a public housing authority organized under Ch. 35.82 RCW; and Snohomish County, a political subdivision of the State of Washington (herein each referred to individually as a "Party" and collectively as the "Parties"). This Agreement is made pursuant to the Interlocal Cooperation Act, Chapter 39.34 RCW, and has been authorized by the governing body of each Party. The Parties agree as follows:

RECITALS

WHEREAS, the Parties have a common goal to facilitate the availability of housing within Snohomish county and their respective jurisdictions that meets the needs of all income levels; and

WHEREAS, the Parties desire to provide a common foundation for housing policies and programs in Snohomish County and to complement—without duplication of or conflict with—the efforts of existing governmental and non-governmental organizations to address housing needs in Snohomish county; and

WHEREAS, the Parties further desire to act cooperatively (1) to educate and provide technical expertise in support of the affordable housing goals and policies of the Parties, as communities in Snohomish county; (2) to foster efforts to provide affordable housing by encouraging funding of housing projects from any combination of public, non-profit, and private-sector resources; (3) to seek opportunities to leverage resources to support implementation of the housing goals and policies of the state Growth Management Act and the Countywide Planning Policies relating to affordable housing; and (4) to accomplish the foregoing purposes efficiently and expeditiously; and

WHEREAS, the Parties have determined that one efficient and expeditious method for addressing affordable housing needs in Snohomish county is through the cooperative action by the Parties contemplated by this Agreement; and

WHEREAS, this cooperative undertaking is not intended to duplicate or to be in conflict with efforts of public, private, and non-profit corporations and other entities, including the Parties, already providing affordable housing-related services;

NOW, THEREFORE, IT IS HEREBY AGREED AS FOLLOWS:

1. Purpose. The purpose of this Agreement is to create a venue for the Parties to

undertake planning, cooperation and education in support of the goal of enhancing the supply of affordable housing in Snohomish county.

2. Term. This Agreement shall be effective when it has been both (a) executed by the Parties and (b) filed in the offices of the Snohomish County Auditor. The term of this Agreement will expire on June 30, 2015, unless:

(a) the Agreement is terminated earlier by action of the Parties in accordance with Section 7(a) hereof; or

(b) a simple majority of the Joint Board membership vote to extend the Agreement prior to March 31, 2015. The Parties may continue to vote in this manner to extend the Agreement in two (2) year increments prior to March 31<sup>st</sup> of the final year of each term.

3. Governance. To accomplish the purpose of this Agreement, a Board of representatives from the Parties is hereby created (the "Joint Board"). The Joint Board shall have policy-making and oversight authority over the activities undertaken in this Agreement. The cooperative undertaking of the signatories to this Agreement shall be known as the Alliance for Housing Affordability ("Joint Board" or "AHA").

(a) Representatives. The Joint Board shall consist of authorized representatives of the Parties. Each Party shall appoint one individual to act as its Representative. No later than 30 days following the effective date of this Agreement and thereafter no later than January 31 of each calendar year, each Party shall provide notice in writing to the other Parties of the identity and contact information for its Representative.

(b) Alternates. Each Party may designate one individual to serve in the place of its Representative on the Board during the Representative's absence or inability to serve. If an Alternate is designated by a Party, the Party shall notify the Joint Board in the manner described in subparagraph (2)(a) above.

(c) Meetings. A quorum of the Board shall consist of a simple majority of the Representatives (or Alternates serving in their stead) being present at the meeting.

(i) All meetings of the Board shall be open to the public and held in accordance with the Open Public Meetings Act, Chapter 42.30 RCW (the "OPMA").

(ii) Subject to the provisions of this Agreement and the OPMA, the Joint Board shall establish procedures for operations, meetings, and the frequency of meetings, provided that the Board shall meet not less often than quarterly.

(iii) Meetings of the Board shall be conducted according to Robert's Rules of Order, except when the Board agrees to waive or suspend those Rules. The Board shall provide for written minutes of all meetings of the Board.

(d) Voting. Action taken by the Board shall be by majority vote of those Representatives present (including Alternates serving in the absence of the appointed Representatives) except that a change in the Administrative Agency appointed shall require an affirmative vote of at least the majority of the Joint Board membership.

(e) Officers of Joint Board. The Representatives shall each year elect from their number a Chair and Vice Chair. The Chair shall set the agenda, preside over all meetings of the Board, and shall, with the assistance of the Administrative Agency, process issues, organize meetings, and provide for administrative support as required by the Joint Board. The Vice Chair shall fulfill the duties of the Chair in the absence, incapacity or resignation of the Chair.

4. Authorized Actions of the Joint Board. The Parties agree that the Joint Board shall have the authority to:

- (a) Develop housing information to assist local elected officials;
- (b) Provide technical assistance to Parties for their use in developing and implementing local housing policies, programs and regulations;
- (c) Educate on housing issues, and resources available to assist in the development and retention of affordable housing;
- (d) Propose to the Parties methods for attracting additional public, private, and not-for-profit investment into affordable housing, including by coordinating, leveraging or contributing local resources;
- (e) Identify opportunities for retention of existing sustainable housing;
- (f) Support, on a planning and technical assistance level, the activities of Parties in aid of the construction of affordable housing;
- (g) Discuss and bring forward proposals for cooperation among the Parties in promoting affordable housing; which shall be referred to the governing bodies of the Parties for consideration;
- (h) Monitor legislative and regulatory activities related to affordable housing at the state and federal levels;
- (i) Research model programs, develop draft legislation, prepare briefing materials, and make presentations to planning commissions and councils upon request by a

Party;

(j) Develop technical information about standard regulatory agreements acceptable to private and public financial institutions to facilitate the availability of funding for private and public projects containing affordable housing;

(k) Recommend an annual budget for approval by the governing body of each Party, which shall detail the authorized expenditures for the coming fiscal year;

(l) Establish an annual work-plan, specifying the activities planned for the coming fiscal year, to accompany the recommended annual budget;

(m) Submit an annual report to the governing body of each Party, apprising that Party of the tasks undertaken and accomplishments of the Joint Board in the previous fiscal year;

(n) Take other appropriate and necessary action to carry out the purposes of this Agreement, provided that any commitment of resources outside the scope of the annual budget or policies not within the annual work plan shall be subject to the ultimate approval of the governing bodies.

(5) BUDGET; APPROPRIATIONS; OTHER FISCAL MATTERS.

(a) Fiscal Year. The Joint Board shall operate for budgeting and expenditure purposes on the basis of a fiscal year beginning July 1 and ending the following June 30.

(b) Initial Year of the Agreement. The Parties have appropriated funds for the first year's budget of the Joint Board. The appropriated funds are shown on Attachment A to this Agreement. Upon execution of this Agreement, the Administering Agency may bill each Party for the committed funds and deposit them in the Operating Fund (see Paragraph 5(d) below). Funds granted for the purposes of this Agreement from the Gates Foundation (also shown on Attachment A) will also be deposited in the Operating Fund. The budget and work plan for the fiscal year July 1, 2013 through June 30, 2014 is shown on Attachment B.

(c) Proposed Annual Budget. For the fiscal year July 1, 2014 through June 30, 2015, the Joint Board shall recommend a Joint Board annual operating budget, proposed work plan, and annual report for submission to the governing body of each Party by September 1, 2013. For each fiscal year thereafter, the Joint Board shall recommend a Joint Board annual operating budget, proposed work plan, and annual report for submission to the governing body of each Party by June 1 of the preceding calendar year.

(i) The recommended operating budget shall include, but not be limited to,

reimbursements to the Administrative Agency for staff support, consultant, vendor and contractor costs and other costs for the work plan, and shall contain itemizations of all categories of budgeted expenses.

(ii) Each Party's proposed contribution shall be calculated as a percentage of the entire proposed budget, with that percentage determined on a per capita basis after factoring for available funds from grants and carryover of unspent funds from a previous budget.

(d) Authorization by Parties; Revisions. Upon receipt of the Joint Board-proposed budget, each Party shall consider approval and appropriation of its share of the proposed budget for the upcoming Fiscal Year in order to determine the amount of its payment to the Operating Fund. A Party's contribution may consist, in whole or in part, of in-kind services, if approved in the Final Budget. If any Party does not approve and appropriate its share of the Joint Board-proposed budget, it shall notify the Board, through the Party's Representative, of the amount it would be willing to approve and appropriate. The Joint Board shall then reconsider the budget and work plan and make adjustments accordingly. The revised budget will then be resubmitted to the Parties for consideration. The Parties acknowledge and agree that no commitment to pay any Party's share of a Joint Board-budgeted amount shall be effective absent an appropriation of funds by the legislative body of that Party in accordance with state and local law.

(e) Adoption of Final Budget. Upon approval of a budget and appropriation of their respective shares by the legislative bodies of all Parties, the Joint Board shall adopt the final budget and begin implementation of the work plan. The budget shall be adopted by the Joint Board no later than the March 31 preceding the commencement of the next-ensuing Fiscal Year.

(f) Billings; Payments. The Fiscal Agent shall mail billings based on the approved budget to each Party by no later than the April 30 preceding each Fiscal Year. Payments shall be due from the Parties by no later than June 15 and shall be deposited by the Administrative Agency upon receipt into the Operating Fund.

(g) Budget Amendments. No approved Joint Board budget shall be modified unless and until approved by the legislative bodies of the Parties and the Board in accordance with the procedures set forth in subsections (b)-(d) above, except that the Board may make modifications to the budget that carry out the work program so long as the total amount of the budget is not increased.

(h) No Other Charges. Except for the annual payments based upon an approved budget as set forth above, no separate dues, charges, or assessments shall be recommended to the Parties except upon affirmative vote of at least a majority of the membership of the Board.

6. Administration. The Joint Board shall appoint an Administrative Agency who is willing and capable of providing fiscal, technical and administrative support to the Joint Board.

(a) Duties of Administrative Agency. The Administrative Agency shall provide services, including but not limited to:

- (i) administrative support for Board meeting (including preparing meeting notices, agendas and minutes);
- (ii) responding to requests for public records;
- (iii) conducting audits;
- (iv) procuring and entering into contracts with consultants, vendors or other contractors on behalf of the Parties;
- (v) developing a proposed annual work plan and budget for Board consideration;
- (vi) serving as fiscal agent to the Joint Board, provided that the Joint Board may appoint a separate Party to be the "Fiscal Agent" or "Fiscal Agency" in accordance with the procedure set out in subsection (6)(i), and the duties set out in subsection (c), (d), (e), and (g) of this section will apply to the separate Fiscal Agency;
- (vii) applying for grants; and
- (viii) providing such other services as the Board directs and are within the authority of this Agreement and the Board-adopted work plan and budget.

(b) Administrative Agency Actions in Conformity with Its Internal Policies and Procedures. At all times, the Administrative Agency shall comply with applicable legal authorities. This shall include following the Administrative Agency's own internal processes applicable to comparable actions taken on its own behalf, including its contracting and procurement policies. At each regular meeting of the Board, the Administrative Agency shall report on the status of its activities including contracting, grant applications and any proposed changes to the Board-adopted work plan and budget.

(c) Fiscal Agent. The Fiscal Agent, or Administrative Agency acting as the fiscal agent, shall receive and deposit into, and expend funds from, the Operating Fund created by Section 6(d) hereof for Joint Board purposes only. At all times, the Fiscal Agent and Administrative Agency shall comply with applicable legal authorities and its own internal processes regarding its action. At each regular meeting of the Board, the Fiscal Agent and Administrative Agency shall report on the status of its activities including Operating Fund receipts and expenditures.

(d) Operating Fund. The Fiscal Agent or Administrative Agency acting as the Fiscal Agent shall establish a fund which shall constitute the "operating fund of the Joint Board" for purposes of RCW 39.34.030(4)(b) and is herein referred to as the Operating Fund. All funds received on behalf of the Joint Board shall be deposited in the Operating Fund and all costs and reimbursements paid on behalf of the Joint Board shall be paid from the Operating Fund. At the Fiscal

Agent's sole discretion, the Operating Fund may be established as an administrative fund or sub-fund within an existing fund. The Parties agree that interest will not accrue on the Operating Fund.

(e) Accounting. Budgeting procedures and records shall conform to generally accepted accounting principles and to the State Auditor's budget, accounting and reporting ("BARS") manual, and shall be subject to disclosure and audit as provided by applicable law.

(f) Services and Reimbursement. The Administrative Agency shall be reimbursed for its costs in providing the services required as Administrative Agency.

(i) The Administrative Agency will provide qualified staffing for technical and administrative services to the Joint Board. After considering the advice and recommendations of the Joint Board, the Administrative Agency will designate a level of qualified staffing necessary to carry out the Board's annual work plan consistent with the approved budget in order to provide technical and administrative services as set out by the Joint Board work plan.. Designated staff rendering services hereunder shall be considered employee(s) of the Administrative Agency for all purposes. The Administrative Agency shall be responsible for all aspects of the staff's employment including but not limited to wages, benefits, performance, discipline and termination. The Administrative Agency shall address staffing issues within sixty (60) days of a receipt of a written request from the Joint Board outlining the reasons for said request. Any written request related to staffing shall be delivered to the Administrative Agency personally or by certified or registered mail.

(ii) The Administrative Agency shall be reimbursed for the wages of designated staff providing services that are related to and required to carry out the duties of the Administrative Agency as set out in the annual budget and work plan.

(iii) Any contract expenditures or other costs incurred by the Administrative Agency at the direction of the Joint Board or required under this Agreement shall also be reimbursed, and such costs shall be reflected in the annual budget and work plan.

(g) Liabilities of Fiscal Agent, Administrative Agency; Late Payments; Failures to Pay. The Fiscal Agent or Administrative Agency may not incur costs that exceed the approved budget and shall not be obliged to incur costs or advance its own funds if the Operating Fund balance is not sufficient to cover costs payable from the Operating Fund. In the event that one or more Parties do not remit payment within the timeframes prescribed by this Agreement, the Fiscal Agent or Administrative Agency may, but is not obliged to, make a payment to avoid

breach of an obligation with an outside party such as a consultant, vendor or contractor. Each Party shall be responsible and liable to the other Parties for interest and other costs, claims or liabilities of any kind that result from late payment by the Party, and the late-paying Party shall defend, indemnify and hold harmless the other Parties from such costs, claims or liabilities resulting from the late payment. For clarification and without limiting the foregoing, the late-paying Party will be responsible for any late payment charges. In the event that a Party fails to pay its individual share of the Board's adopted final budget, the other Parties may also seek a judgment against said Party. Any costs incurred to seek the judgment and recover costs will be charged in full against the responsible Party.

(h) Initial Appointment. The initial Administrative Agency shall be the Housing Authority of Snohomish County.

(i) Change in Administrative Agency. The Administrative Agency may be changed by a majority vote of the majority of the membership in the Joint Board. The Administrative Agency may resign from its appointment on ninety (90) days written notice.

#### 7. Termination of Agreement.

(a) By Affirmative Vote. This Agreement may be terminated at any time by affirmative vote of a majority of the Joint Board Representatives.

(b) Withdrawal. Any Party may withdraw from this Agreement and thereby terminate its participation in the Agreement by providing 90 days' prior written notice to every other Party and to the Joint Board. Upon withdrawal, any contributions previously authorized by the governing body of the Party for that fiscal year shall remain in the Operating Fund, to meet any obligations incurred in reliance upon the approved Budget. In the event any Party fails to approve and appropriate funds to pay for the next fiscal year's budget by March 1 of any year, such Party shall be deemed to have provided notice of withdrawal effective upon June 30 of the then current fiscal year. Additionally, should the Housing Authority of Snohomish County cease to be the Administrative Agency, by vote or resignation, the Housing Authority of Snohomish County will be deemed to have submitted a notice of withdrawal pursuant to the provisions of this subsection.

(c) Expiration. This Agreement shall expire automatically if the Joint Board fails to vote to extend prior to the expiration date as set forth in section 2(b) of this Agreement, or if there is less than three remaining Parties.

(d) Acts Upon Termination. Upon termination of this Agreement, the Joint Board shall be dissolved and the Board shall establish a plan of dissolution for payment of outstanding bills and obligations, payment of ongoing obligations incurred prior to dissolution and other terms to wind up the affairs of the Joint

Board. All assets and liabilities of the Joint Board shall be dispensed with [and property acquired or set aside during the life of the Agreement shall be disposed of in the following manner:

- (i) all assets contributed without charge by any Party shall revert to the contributing Party;
- (ii) all assets acquired by the administering agency for the purpose of carrying out the work of the Joint Board and purchased by the Parties contributions during the term of the Agreement shall be distributed to the Parties based on each Party's pro rata contribution to the overall budget during the fiscal year the asset was acquired;
- (iii) any liability remaining after the application of unencumbered funds shall be dispensed consistent with the approved budget as determined by the Board; and
- (iv) except as provided by this Agreement, all unexpended and unencumbered funds held in the Operating Fund shall be distributed by the Fiscal Agency to the Parties based on each Party's pro rata contribution to the overall budget in effect at the time the Agreement is terminated.

8. Indemnification and Hold Harmless.

(a) Each Party shall, indemnify and hold other Parties (including without limitation the Party serving as, and acting in its capacity as the Administering Agency), their officers, officials, agents and volunteers harmless from any and all claims, injuries, damages, losses or suits including attorney fees, arising out of that Party's wrongful acts or omissions in connection with the performance of its obligations under this Agreement, except to the extent the injuries or damages are caused by another Party. In the event of recovery due to the aforementioned circumstances, the Party responsible for any such wrongful acts or omissions shall pay any judgment or lien arising therefrom, including any and all costs and reasonable attorneys fees as part thereof. In the event more than one Party is held to be at fault, the obligation to indemnify and to pay costs and attorneys fees, shall be only to the extent of the percentage of fault allocated to each respective Party by a final judgment of the court.

(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 damages arising out of bodily injury to persons or damages to property caused by or resulting from the concurrent negligence of a Party hereto (including without limitation the Party serving as, and acting in its capacity as, the Administering Agency), its officers, officials, employees, and volunteers, the Party's liability hereunder shall be only to the extent of the Party's negligence. It is further specifically and expressly understood that the indemnification provided herein constitutes the Party's waiver of immunity under Industrial Insurance Title 51 RCW, solely for the purpose of this indemnification. This waiver has been mutually negotiated by the Parties.

The provisions of this Section shall survive the expiration or termination of this Agreement.

(c) Each Party (including without limitation the Party serving as, and acting in its capacity as the Administering Agency) shall give the other Parties proper notice of any claim or suit coming within the purview of these indemnities.

(d) Notwithstanding any provision in this Agreement to the contrary, the provisions of this section shall remain operative and in full force and effect, regardless of the withdrawal or termination of any Party or the termination of this Agreement for the duration of any applicable statute of limitations

9. Insurance. The Joint Board, the Fiscal Agency, and the Administering Agency shall take such steps as are reasonably practicable to minimize the liability of the Parties associated with their participation in this Agreement, including but not limited to the utilization of sound business practices. The Board shall determine which, if any, insurance policies may be reasonably practicably acquired to cover the operations of Joint Board and the activities of the Parties pursuant to this Agreement (which may include general liability, errors and omissions, fiduciary, crime and fidelity insurance), and shall direct the acquisition of same.

10. Dispute Resolution. Whenever any dispute arises between the Parties or between a Party or Parties, the Board, or the Administering Agency (referred to collectively in this Section as the "parties" ) under this Agreement which is not resolved by routine meetings or communications, the parties agree to seek resolution of such dispute in good faith by meeting, as soon as feasible. The meeting shall include the Chair of the Board, the Vice-Chair, and the representative(s) of the Parties involved in the dispute. If the parties do not come to an agreement on the dispute through this process, any party may pursue mediation through a process to be mutually agreed to in good faith between the parties within 30 days, which may include binding or nonbinding decisions or recommendations. The mediator(s) shall be individuals skilled in the legal and business aspects of the subject matter of this Agreement. The parties to the dispute shall share equally the costs of mediation and assume their own costs. If the Parties are not able to resolve the dispute through the above process, or conduct or resolve the dispute through mediation, then any Party may pursue whatever legal remedies may be available.

11. Public Records; Confidential Information.

(a) Application of PRA. All records related to this Agreement or the Joint Board will be available for inspection and copying under the provisions of the Public Records Act, Chapter 42.56 RCW (the "PRA"), subject to any exemptions or limitations on disclosure.

(b) Confidential Information. If a Party considers any portion of a record it provides another Party under this Agreement, whether in electronic or hard copy

form, to be protected from disclosure under law, the Party shall clearly identify any specific information that it claims to be "Confidential." A Party receiving a request for a record marked as Confidential shall notify the other Parties of the request and the date that such record will be released to the requester unless another Party obtains a court order to enjoin that disclosure pursuant to RCW 42.56.540. If another Party fails to timely obtain a court order enjoining disclosure, the receiving Party will release the requested information on the date specified. No Party shall be liable for any records that the Party releases in compliance with this section or in compliance with an order of a court of competent jurisdiction.

12. Limitations. Nothing in this Agreement shall be construed or applied in a manner that:

(a) Is inconsistent with or intrudes upon other contractual agreements of the Parties including, but not limited to, the interlocal cooperation agreements between Snohomish County and various cities for urban county consortium qualification under the United States Department of Housing and Urban Department Community Development Block Grant Program and HOME Investment Partnership Program; or

(b) Authorizes or permits the Joint Board to lobby or to attempt to gain preferential treatment in processes conducted by any of the Parties to award federal, state or local funds for affordable housing.

13. Notices.

(a) To the Joint Board. Any notice to the Joint Board shall be in writing and shall be addressed to the Chair of the Board and to the Administrative Agency.

(b) To a Party. Any notice to a Party shall be to the Representative and Alternate, if any, of that Party.

(c) Methods of Notice. Any notice may be given by certified mail, overnight delivery, facsimile, telegram, or personal delivery. Notice is deemed given when delivered. Email may be used for notice that does not allege a breach or dispute under this Agreement.

(d) Notice Addresses of Parties. The following contact information for each Party shall apply until amended in writing by a Party providing new contact information to each other Party, the Chair of the Board, and the Administrative Agency, if any:

City of Edmonds

Robert Chave, Development Services  
121 5th Ave. N  
Edmonds, WA 98020  
Phone (425) 771-0220  
Facsimile (425) 771-0221  
Planning@Edmondswa.gov

City of Everett

Dave Koenig, Planning  
2930 Wetmore Ave., Suite 8A  
Everett, WA 98201  
Phone (425) 257-8736  
Facsimile (425) 257-8742

City of Granite Falls

Sheikh Haroon Saleem, Mayor and Ray Sturtz, City Planner  
206 S. Granite Ave, PO Box 1440  
Granite Falls, WA 98252  
Phone (360) 691-6441  
Facsimile (360) 691-6734

City of Lake Stevens

Rebecca Ableman, Planning and Community Development Director  
1812 Main Street, PO Box 257  
Lake Steven, WA 98258  
Phone (425) 377-3229  
Facsimile (425) 212-3327  
bableman@lakestevenswa.gov

City of Lynnwood

Don Gough, Mayor and Paul Krauss, CD Director  
PO Box 5008  
Lynnwood, WA 98046-5008  
Phone (425) 670-5401  
Facsimile (425) 771-6585  
pkrauss@ci.lynnwood.wa.us

City of Marysville

Gloria Hiroshima  
1049 State Avenue  
Marysville, WA 98270  
Phone (360) 363-8000  
Facsimile (360) 651-5033  
ghirashima@marysvillewa.gov

City of Mill Creek

Tom Rogers, Director of Community Development  
15728 Main Street  
Mill Creek, WA 98012  
Phone (425) 745-1891  
Facsimile (425) 745-9650  
tom@cityofmillcreek.com

City of Mountlake Terrace

Shane Hope  
6100 219th St. SW, Suite 200  
Mountlake Terrace, WA 98043  
Phone (425) 744-6281  
Facsimile (425) 775-0420  
shope@ci.mlt.wa.us

City of Mukilteo

Mayor and Planning Director  
11930 Cyrus Way  
Mukilteo, WA 98275  
Phone (425) 263-8017  
Facsimile (425) 212-2068  
mayor@ci.mukilteo.wa.us

City of Snohomish

Larry Bauman, City Manager  
City of Snohomish  
116 Union  
Snohomish, WA 98290  
Phone (360) 568-3115  
Facsimile (360) 568-1375  
bauman@ci.snohomish.wa.us

Town of Woodway

Mayor Carla Nichols  
23920 113th Pl. W  
Woodway, WA 98020  
Phone (206) 542-4443  
Facsimile (206) 546-9453  
Mayor@townofwoodway.com

Housing Authority of Snohomish County

Executive Director  
12625 4th Avenue W. Suite 200  
Everett, WA 98204  
Phone (425) 290-8499  
Facsimile (425) 290-5618  
rdavis@hasco.org

Snohomish County

Mary Jane Brell Vujovic, Division Manager  
Housing and Community Services  
3000 Rockefeller Ave., M/S 305  
Everett, WA 98201  
Phone (425) 388-7116  
Facsimile (425) 259-1444  
maryjane.brell@snoco.org

14. General Provisions.

(a) Rights and Obligations Reserved; MOU Superseded. This Agreement reserves to each Party and shall not be construed to be in derogation of any rights, powers, privileges, authority, liability, obligations and duties set forth in or provided by any previous agreement executed by a Party relating in any way to affordable housing, except that the Memorandum of Understanding dated September 21, 2011, by and among the Housing Authority of Snohomish County, the cities of Edmonds, Everett, Granite Falls, Lake Stevens, Lynnwood, Marysville, Mill Creek, Mountlake Terrace, Mukilteo, Snohomish, Sultan and the town of Woodway (the "MOU"), shall be deemed terminated pursuant to section 2.6.B of the MOU and shall be of no force and effect upon the effective date of this Agreement.

(b) Access to Records. To the extent permitted by law, all records, accounts and documents relating to matters covered by this Agreement shall be subject to inspection, copying, review or audit by the Washington State Auditor or any Party. Upon reasonable notice, during normal working hours, each Party shall provide auditors from the Washington State Auditor or the other Parties with access to its facilities for copying said records at their expense.

(c) No Third Party Beneficiaries. This Agreement is for the benefit of the Parties only, and no third party shall have any rights hereunder.

(d) Venue. The venue for any action related to this Agreement shall be in Superior Court in and for Snohomish County, Washington at Everett.

(e) Severability. If any of the provisions of this Agreement are held to be invalid, illegal or unenforceable, the remaining provisions shall remain in full force and effect. If the invalidated provision is essential to the benefit of the Parties' bargain, the Parties will in good faith negotiate a replacement provision to make the Parties whole to the greatest extent possible.

15. Execution. This Agreement may be executed in multiple counterparts and, if so signed, shall be deemed one integrated Agreement. The undersigned signatories represent that they are authorized to execute this Agreement on behalf of the respective Party for which they have signed below.

**SNOHOMISH COUNTY**

By: [Signature] 7/29/13  
Signature Date

Its: PETER B. CAMP  
Executive Director

Approved as to form

By: Rebecca Wendling 7/19/2013  
Signature Date

Its: Deputy Prosecuting Attorney

**CITY OF EDMONDS**

By: \_\_\_\_\_  
Signature Date

Its: \_\_\_\_\_

Approved as to form

By: \_\_\_\_\_  
Signature Date

Its: \_\_\_\_\_

**CITY OF EVERETT**

By: \_\_\_\_\_  
Signature Date

Its: \_\_\_\_\_

Approved as to form

By: \_\_\_\_\_  
Signature Date

Its: \_\_\_\_\_

**CITY OF GRANITE FALLS**

By: \_\_\_\_\_  
Signature Date

Its: \_\_\_\_\_

Approved as to form

By: \_\_\_\_\_  
Signature Date

Its: \_\_\_\_\_

COUNCIL USE ONLY  
Approved: 7-29-13  
Docfile: D-2

(c) No Third Party Beneficiaries. This Agreement is for the benefit of the Parties only, and no third party shall have any rights hereunder.

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**SNOHOMISH COUNTY**

Approved as to form

By: \_\_\_\_\_  
Signature Date

By: \_\_\_\_\_  
Signature Date

Its: \_\_\_\_\_

Its: \_\_\_\_\_

**CITY OF EDMONDS**

Approved as to form

By: [Signature] 9.10.13  
Signature Date

By: [Signature] 8/29/13  
Signature Date

Its: Mayor

Its: CITY ATTORNEY

**CITY OF EVERETT**

Approved as to form

By: \_\_\_\_\_  
Signature Date

By: \_\_\_\_\_  
Signature Date

Its: \_\_\_\_\_

Its: \_\_\_\_\_

**CITY OF GRANITE FALLS**

Approved as to form

By: \_\_\_\_\_  
Signature Date

By: \_\_\_\_\_  
Signature Date

Its: \_\_\_\_\_

Its: \_\_\_\_\_

ATTACHMENT B

CITY OF LAKE STEVENS

By: William Latta 7/25/13  
Signature Date

Its: Mayor

Approved as to form

By: Arontic Weed 7-23-13  
Signature for Waiver Date

Its: City Attorney

CITY OF LYNNWOOD

By: \_\_\_\_\_  
Signature Date

Its: \_\_\_\_\_

Approved as to form

By: \_\_\_\_\_  
Signature Date

Its: \_\_\_\_\_

CITY OF MARYSVILLE

By: \_\_\_\_\_  
Signature Date

Its: \_\_\_\_\_

Approved as to form

By: \_\_\_\_\_  
Signature Date

Its: \_\_\_\_\_

CITY OF MILL CREEK

By: \_\_\_\_\_  
Signature Date

Its: \_\_\_\_\_

Approved as to form

By: \_\_\_\_\_  
Signature Date

Its: \_\_\_\_\_

CITY OF MOUNTLAKE TERRACE

By: \_\_\_\_\_  
Signature Date

Its: \_\_\_\_\_

Approved as to form

By: \_\_\_\_\_  
Signature Date

Its: \_\_\_\_\_

CITY OF MUKILTEO

By: \_\_\_\_\_  
Signature Date

Its: \_\_\_\_\_

Approved as to form

By: \_\_\_\_\_  
Signature Date

Its: \_\_\_\_\_

**SNOHOMISH COUNTY**

Approved as to form

By: \_\_\_\_\_  
Signature Date

By: \_\_\_\_\_  
Signature Date

Its: \_\_\_\_\_

Its: \_\_\_\_\_

**CITY OF EDMONDS**

Approved as to form

By: \_\_\_\_\_  
Signature Date

By: \_\_\_\_\_  
Signature Date

Its: \_\_\_\_\_

Its: \_\_\_\_\_

**CITY OF EVERETT**

Approved as to form

By: \_\_\_\_\_  
Signature Date

By: \_\_\_\_\_  
Signature Date

Its: \_\_\_\_\_

Its: \_\_\_\_\_

**CITY OF GRANITE FALLS**

Approved as to form

By: [Signature] 7/17/13  
Signature Date

By: [Signature] 7-17-13  
Signature Date

Its: MAYOR

Its: City Attorney

**CITY OF LAKE STEVENS**

Approved as to form

By: \_\_\_\_\_  
Signature Date

By: \_\_\_\_\_  
Signature Date

Its: \_\_\_\_\_

Its: \_\_\_\_\_

**CITY OF LYNNWOOD**

Approved as to form

By: \_\_\_\_\_  
Signature Date

By: \_\_\_\_\_  
Signature Date

Its: \_\_\_\_\_

Its: \_\_\_\_\_

**ATTACHMENT B**

**CITY OF LAKE STEVENS**

By: \_\_\_\_\_  
Signature Date

Its: \_\_\_\_\_

Approved as to form

By: \_\_\_\_\_  
Signature Date

Its: \_\_\_\_\_

**CITY OF LYNNWOOD**

By: \_\_\_\_\_  
Signature Date

Its: \_\_\_\_\_

Approved as to form

By: \_\_\_\_\_  
Signature Date

Its: \_\_\_\_\_

**CITY OF MARYSVILLE**

By: \_\_\_\_\_  
Signature Date

Its: \_\_\_\_\_

Approved as to form

By: \_\_\_\_\_  
Signature Date

Its: \_\_\_\_\_

**CITY OF MILL CREEK**

By: \_\_\_\_\_  
Signature Date

Its: \_\_\_\_\_

Approved as to form

By: \_\_\_\_\_  
Signature Date

Its: \_\_\_\_\_

**CITY OF MOUNTLAKE TERRACE**

By: \_\_\_\_\_  
Signature Date

Its: \_\_\_\_\_

Approved as to form

By: \_\_\_\_\_  
Signature Date

Its: \_\_\_\_\_

**CITY OF MUKILTEO**

By: \_\_\_\_\_  
Signature Date

Its: \_\_\_\_\_

Approved as to form

By: \_\_\_\_\_  
Signature Date

Its: \_\_\_\_\_

(c) No Third Party Beneficiaries. This Agreement is for the benefit of the Parties only, and no third party shall have any rights hereunder.

(d) Venue. The venue for any action related to this Agreement shall be in Superior Court in and for Snohomish County, Washington at Everett.

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**SNOHOMISH COUNTY**

Approved as to form

By: \_\_\_\_\_  
Signature Date

By: \_\_\_\_\_  
Signature Date

Its: \_\_\_\_\_

Its: \_\_\_\_\_

**CITY OF EDMONDS**

Approved as to form

By: \_\_\_\_\_  
Signature Date

By: \_\_\_\_\_  
Signature Date

Its: \_\_\_\_\_

Its: \_\_\_\_\_

**CITY OF EVERETT**

Approved as to form

By: Ray Stephenson 10-22-13  
Signature Date

By: Tim Bardsley 10.21.13  
Signature Date

Its: \_\_\_\_\_

Its: Assistant City Attorney

ATTEST:  
Sharon Julla  
City Clerk

**CITY OF GRANITE FALLS**

Approved as to form

By: \_\_\_\_\_  
Signature Date

By: \_\_\_\_\_  
Signature Date

Its: \_\_\_\_\_

Its: \_\_\_\_\_

ATTACHMENT B

CITY OF LAKE STEVENS

Approved as to form

By: \_\_\_\_\_  
Signature Date

By: \_\_\_\_\_  
Signature Date

Its: \_\_\_\_\_

Its: \_\_\_\_\_

CITY OF LYNNWOOD

Approved as to form

By: *Don Gaus*  
Signature Date

By: \_\_\_\_\_  
Signature Date

Its: *Mayor*

*9-19-13*

Its: \_\_\_\_\_

CITY OF MARYSVILLE

Approved as to form

By: \_\_\_\_\_  
Signature Date

By: \_\_\_\_\_  
Signature Date

Its: \_\_\_\_\_

Its: \_\_\_\_\_

CITY OF MILL CREEK

Approved as to form

By: \_\_\_\_\_  
Signature Date

By: \_\_\_\_\_  
Signature Date

Its: \_\_\_\_\_

Its: \_\_\_\_\_

CITY OF MOUNTLAKE TERRACE

Approved as to form

By: \_\_\_\_\_  
Signature Date

By: \_\_\_\_\_  
Signature Date

Its: \_\_\_\_\_

Its: \_\_\_\_\_

CITY OF MUKILTEO

Approved as to form

By: \_\_\_\_\_  
Signature Date

By: \_\_\_\_\_  
Signature Date

Its: \_\_\_\_\_

Its: \_\_\_\_\_

ATTACHMENT B

CITY OF LAKE STEVENS

Approved as to form

By: \_\_\_\_\_  
Signature Date

By: \_\_\_\_\_  
Signature Date

Its: \_\_\_\_\_

Its: \_\_\_\_\_

CITY OF LYNNWOOD

Approved as to form

By: \_\_\_\_\_  
Signature Date

By: *[Handwritten Signature]* 10-14-13  
Signature Date

Its: \_\_\_\_\_

Its: *City Attorney*

CITY OF MARYSVILLE

Approved as to form

By: \_\_\_\_\_  
Signature Date

By: \_\_\_\_\_  
Signature Date

Its: \_\_\_\_\_

Its: \_\_\_\_\_

CITY OF MILL CREEK

Approved as to form

By: \_\_\_\_\_  
Signature Date

By: \_\_\_\_\_  
Signature Date

Its: \_\_\_\_\_

Its: \_\_\_\_\_

CITY OF MOUNTLAKE TERRACE

Approved as to form

By: \_\_\_\_\_  
Signature Date

By: \_\_\_\_\_  
Signature Date

Its: \_\_\_\_\_

Its: \_\_\_\_\_

CITY OF MUKILTEO

Approved as to form

By: \_\_\_\_\_  
Signature Date

By: \_\_\_\_\_  
Signature Date

Its: \_\_\_\_\_

Its: \_\_\_\_\_

ATTACHMENT B

CITY OF LAKE STEVENS

Approved as to form

By: \_\_\_\_\_  
Signature Date

By: \_\_\_\_\_  
Signature Date

Its: \_\_\_\_\_

Its: \_\_\_\_\_

CITY OF LYNNWOOD

Approved as to form

By: \_\_\_\_\_  
Signature Date

By: \_\_\_\_\_  
Signature Date

Its: \_\_\_\_\_

Its: \_\_\_\_\_

CITY OF MARYSVILLE

Approved as to form

By: [Signature] 9/12/13  
Signature Date

By: [Signature] 9-12-13  
Signature Date

Its: Mayor

Its: City Attorney (per waiver of conflict)

CITY OF MILL CREEK

Approved as to form

By: \_\_\_\_\_  
Signature Date

By: \_\_\_\_\_  
Signature Date

Its: \_\_\_\_\_

Its: \_\_\_\_\_

CITY OF MOUNTLAKE TERRACE

Approved as to form

By: \_\_\_\_\_  
Signature Date

By: \_\_\_\_\_  
Signature Date

Its: \_\_\_\_\_

Its: \_\_\_\_\_

CITY OF MUKILTEO

Approved as to form

By: \_\_\_\_\_  
Signature Date

By: \_\_\_\_\_  
Signature Date

Its: \_\_\_\_\_

Its: \_\_\_\_\_

CITY OF LAKE STEVENS

Approved as to form

By: \_\_\_\_\_  
Signature Date

By: \_\_\_\_\_  
Signature Date

Its: \_\_\_\_\_

Its: \_\_\_\_\_

CITY OF LYNNWOOD

Approved as to form

By: \_\_\_\_\_  
Signature Date

By: \_\_\_\_\_  
Signature Date

Its: \_\_\_\_\_

Its: \_\_\_\_\_

CITY OF MARYSVILLE

Approved as to form

By: \_\_\_\_\_  
Signature Date

By: \_\_\_\_\_  
Signature Date

Its: \_\_\_\_\_

Its: \_\_\_\_\_

CITY OF MILL CREEK

Approved as to form

By:  \_\_\_\_\_  
Signature Date 11/26/2013

By:  \_\_\_\_\_  
Signature Date 9-6-13

Its: CITY MANAGER

Its: City Attorney

CITY OF MOUNTLAKE TERRACE

Approved as to form

By: \_\_\_\_\_  
Signature Date

By: \_\_\_\_\_  
Signature Date

Its: \_\_\_\_\_

Its: \_\_\_\_\_

CITY OF MUKILTEO

Approved as to form

By: \_\_\_\_\_  
Signature Date

By: \_\_\_\_\_  
Signature Date

Its: \_\_\_\_\_

Its: \_\_\_\_\_

(c) No Third Party Beneficiaries. This Agreement is for the benefit of the Parties only, and no third party shall have any rights hereunder.

(d) Venue. The venue for any action related to this Agreement shall be in Superior Court in and for Snohomish County, Washington at Everett.

(e) Severability. If any of the provisions of this Agreement are held to be invalid, illegal or unenforceable, the remaining provisions shall remain in full force and effect. If the invalidated provision is essential to the benefit of the Parties' bargain, the Parties will in good faith negotiate a replacement provision to make the Parties whole to the greatest extent possible.

15. Execution. This Agreement may be executed in multiple counterparts and, if so signed, shall be deemed one integrated Agreement. The undersigned signatories represent that they are authorized to execute this Agreement on behalf of the respective Party for which they have signed below.

**SNOHOMISH COUNTY**

Approved as to form

By: \_\_\_\_\_  
Signature Date

By: \_\_\_\_\_  
Signature Date

Its: \_\_\_\_\_

Its: \_\_\_\_\_

**CITY OF EDMONDS**

Approved as to form

By: \_\_\_\_\_  
Signature Date

By: \_\_\_\_\_  
Signature Date

Its: \_\_\_\_\_

Its: \_\_\_\_\_

**CITY OF EVERETT**

Approved as to form

By: \_\_\_\_\_  
Signature Date

By: \_\_\_\_\_  
Signature Date

Its: \_\_\_\_\_

Its: \_\_\_\_\_

**CITY OF GRANITE FALLS**

Approved as to form

By: \_\_\_\_\_  
Signature Date

By: \_\_\_\_\_  
Signature Date

Its: \_\_\_\_\_

Its: \_\_\_\_\_

CITY OF LAKE STEVENS

Approved as to form

By: \_\_\_\_\_  
Signature Date

By: \_\_\_\_\_  
Signature Date

Its: \_\_\_\_\_

Its: \_\_\_\_\_

CITY OF LYNNWOOD

Approved as to form

By: \_\_\_\_\_  
Signature Date

By: \_\_\_\_\_  
Signature Date

Its: \_\_\_\_\_

Its: \_\_\_\_\_

CITY OF MARYSVILLE

Approved as to form

By: \_\_\_\_\_  
Signature Date

By: \_\_\_\_\_  
Signature Date

Its: \_\_\_\_\_

Its: \_\_\_\_\_

CITY OF MILL CREEK

Approved as to form

By: \_\_\_\_\_  
Signature Date

By: \_\_\_\_\_  
Signature Date

Its: \_\_\_\_\_

Its: \_\_\_\_\_

CITY OF MOUNTLAKE TERRACE

Approved as to form

By: [Signature] 8/6/2013  
Signature Date

By: [Signature] 8-6-13  
Signature Date

Its: City Manager

Its: City Attorney

CITY OF MUKILTEO

Approved as to form

By: \_\_\_\_\_  
Signature Date

By: \_\_\_\_\_  
Signature Date

Its: \_\_\_\_\_

Its: \_\_\_\_\_

CITY OF LAKE STEVENS

Approved as to form

By: \_\_\_\_\_  
Signature Date

By: \_\_\_\_\_  
Signature Date

Its: \_\_\_\_\_

Its: \_\_\_\_\_

CITY OF LYNNWOOD

Approved as to form

By: \_\_\_\_\_  
Signature Date

By: \_\_\_\_\_  
Signature Date

Its: \_\_\_\_\_

Its: \_\_\_\_\_

CITY OF MARYSVILLE

Approved as to form

By: \_\_\_\_\_  
Signature Date

By: \_\_\_\_\_  
Signature Date

Its: \_\_\_\_\_

Its: \_\_\_\_\_

CITY OF MILL CREEK

Approved as to form

By: \_\_\_\_\_  
Signature Date

By: \_\_\_\_\_  
Signature Date

Its: \_\_\_\_\_

Its: \_\_\_\_\_

CITY OF MOUNTLAKE TERRACE

Approved as to form

By: \_\_\_\_\_  
Signature Date

By: \_\_\_\_\_  
Signature Date

Its: \_\_\_\_\_

Its: \_\_\_\_\_

CITY OF MUKILTEO

Approved as to form

By: Joe Merrill 8/21/13  
Signature Date

By: Dwight Smith 8/19/13  
Signature Date

Its: Mayor

Its: City Attorney

(c) No Third Party Beneficiaries. This Agreement is for the benefit of the Parties only, and no third party shall have any rights hereunder.

(d) Venue. The venue for any action related to this Agreement shall be in Superior Court in and for Snohomish County, Washington at Everett.

(e) Severability. If any of the provisions of this Agreement are held to be invalid, illegal or unenforceable, the remaining provisions shall remain in full force and effect. If the invalidated provision is essential to the benefit of the Parties' bargain, the Parties will in good faith negotiate a replacement provision to make the Parties whole to the greatest extent possible.

15. Execution. This Agreement may be executed in multiple counterparts and, if so signed, shall be deemed one integrated Agreement. The undersigned signatories represent that they are authorized to execute this Agreement on behalf of the respective Party for which they have signed below.

**SNOHOMISH COUNTY**

Approved as to form

By: \_\_\_\_\_  
Signature Date

By: \_\_\_\_\_  
Signature Date

Its: \_\_\_\_\_

Its: \_\_\_\_\_

**CITY OF EDMONDS**

Approved as to form

By: \_\_\_\_\_  
Signature Date

By: \_\_\_\_\_  
Signature Date

Its: \_\_\_\_\_

Its: \_\_\_\_\_

**CITY OF EVERETT**

Approved as to form

By: \_\_\_\_\_  
Signature Date

By: \_\_\_\_\_  
Signature Date

Its: \_\_\_\_\_

Its: \_\_\_\_\_

**CITY OF GRANITE FALLS**

Approved as to form

By: \_\_\_\_\_  
Signature Date

By: \_\_\_\_\_  
Signature Date

Its: \_\_\_\_\_

Its: \_\_\_\_\_



CITY OF SNOHOMISH

Approved as to form

By: \_\_\_\_\_  
Signature Date

By: \_\_\_\_\_  
Signature Date

Its: \_\_\_\_\_

Its: \_\_\_\_\_

TOWN OF WOODWAY

Approved as to form

By: Carl Nibel 7/20/13  
Signature Date

By: Wage Dene  
Signature Date

Its: Mayor

Its: City Attorney

HOUSING AUTHORITY OF SNOHOMISH COUNTY

Approved as to form:

By: \_\_\_\_\_  
Signature Date

By: \_\_\_\_\_  
Signature Date

Its: \_\_\_\_\_

Its: \_\_\_\_\_

ATTACHMENT B

CITY OF SNOHOMISH

Approved as to form

By: \_\_\_\_\_  
Signature Date

By: \_\_\_\_\_  
Signature Date

Its: \_\_\_\_\_

Its: \_\_\_\_\_

TOWN OF WOODWAY

Approved as to form

By: \_\_\_\_\_  
Signature Date

By: \_\_\_\_\_  
Signature Date

Its: \_\_\_\_\_

Its: \_\_\_\_\_

HOUSING AUTHORITY OF  
SNOHOMISH COUNTY

Approved as to form:

By: [Signature] 10/10/13  
Signature Date

By: [Signature] 10/10/13  
Signature Date

Its: Executive Director

Its: Staff Attorney

## ATTACHMENT C

# Memorandum

To: Alliance for Housing Affordability Membership

From: Kristina Gallant, Alliance for Housing Affordability Analyst

Date: June 4, 2014

Subject: Alliance for Housing Affordability Status Update and Requested Action

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This memo explains proposed amendments to the Alliance for Housing Affordability's (the "Alliance") Interlocal Agreement ("ILA") and provides an update of the Alliance's progress to date.

### **BACKGROUND**

The Alliance was established to create a venue for cities in Snohomish County to share resources and plan collaboratively for affordable housing, and is intended to function within existing structures to support cities' housing planning efforts in a cost-effective manner. In late 2013, 11 cities, the County, and the Housing Authority of Snohomish County ("HASCO") signed the ILA, which memorialized this collaborative effort. The ILA established the following for the Alliance: a Board of representatives from each member jurisdiction ("Alliance Board"), HASCO as the administrative agency, and the City of Mountlake Terrace as the fiscal agency. The administrative agency hired Kristina Gallant to serve as the Alliance's full time dedicated staff person. In March, the work plan and budget for the period of July 1, 2014 to June 30, 2015 were formally adopted. Since the Alliance was created in 2013, additional cities have expressed interest in joining. Alliance member councils recently approved the City of Arlington to join the Alliance through Amendment 1 to the ILA, which will be effective as of July 1, 2014.

### **AMENDMENT 2**

The City of Stanwood now desires to join the Alliance and the Alliance Board recommends that Alliance governing bodies approve Amendment 2 to the ILA to add the City of Stanwood as an Alliance member effective August 1, 2014. The City of Stanwood's contribution to the Alliance budget has been calculated using the same method that the existing Alliance member cities' contributions have been calculated, prorated to 11 months, and will be due prior to August 1, 2014. As is the case with all existing members, once the City of Stanwood becomes a member, they will have access to Alliance staff for technical assistance, including the provision of an Affordable Housing Profile report.

### **AMENDMENT 3**

The Alliance Board would now like to amend the ILA to create a more streamlined process for adding new members. Therefore, a draft Amendment 3 has been prepared, which would give the Alliance Board the authority to admit new members and approve any new member's initial contribution by a

June 4, 2014

majority vote. This draft Amendment 3 is currently being reviewed by the County Prosecuting Attorney's office. Once this review is completed, the draft Amendment 3 will be circulated to the governing bodies of the remaining Alliance members for further legal review and governing body approval.

#### **STATUS UPDATE**

Since being hired in November 2013, my work has largely been occupied by preparing "housing profiles" for every Alliance member. These profiles provide an in-depth analysis of each jurisdiction's entire housing stock juxtaposed with local demographics and trends, and draw from a wide range of data sources. They are written to be highly readable and informative, even for those with limited knowledge of housing policy, and include an array of maps, tables, charts, and other visual aids. I developed the profile model as an intern supporting the group from 2012-2013, and have completed profiles for six cities to date. A seventh profile is near completion, with the remaining profiles scheduled for completion by August.

While most of my time is currently devoted to the profiles project, I am preparing to move forward with other elements of the work plan after all profiles are complete. In general, I will be shifting from working to understand the demographics and housing stock in all member jurisdictions to providing more technical expertise and education on housing issues, tailored to suit the varying needs of each member jurisdiction. This includes developing a website for the Alliance, which will come online by the end of the second quarter of this year. In addition to providing updates on the Alliance's progress, this website will serve as a resource for the officials and employees of Alliance members on housing policy tools and news.

I anticipate that a major portion of my work in the latter half of 2014 will be to support Alliance members preparing housing elements for their 2015 comprehensive plan updates. I am available to assist Alliance members' officials and staff as needed through this process.

#### **RECOMMENDED ACTION**

The Alliance Board recommends that Alliance governing bodies approve Amendment 2 to the ILA to add the City of Stanwood as an Alliance member effective August 1, 2014.



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LAKE STEVENS CITY COUNCIL  
**STAFF REPORT**

**Council Agenda Date:** 6/23/14

**Subject:** Interlocal Agreement for the Snohomish Regional Drug & Gang Task Force

**Contact** Interim Chief Daniel Lorentzen  
**Person/Department:**

**Budget Impact:** \$7,474.00

**RECOMMENDATION(S)/ACTION REQUESTED OF COUNCIL:** Authorize the Mayor to sign the Snohomish Regional Drug & Gang Task Force Interlocal Agreement.

**SUMMARY/BACKGROUND:**

Snohomish County Regional Drug and Gang Task Force is a multi-agency effort to combat drug dealers and suppliers. The purpose of the Task Force is to formally structure and jointly coordinate selected law enforcement activities, resources and functions in order to disrupt drug trafficking systems and to remove traffickers through a cooperative program of investigations, prosecution and asset forfeiture. The Task Force efforts are directed towards mid and upper level dealers. The Task Force also assists agencies within the county with narcotics enforcement and narcotics training. This inter-local agreement continues our participation through June 30, 2015.

The City of Lake Stevens has participated in the county wide Task Force since 1988. The main Task Force staffing comes from participating agencies at their expense and with the assistance of federal funding. Lake Stevens has been a part of short-term projects, but has not dedicated an individual to the Task Force full time. Our participation continues to be providing support funding for the program. The City has benefited from the Task Force in numerous cases over the years and the Task Force provides resources for the City to utilize.

The differences between the 2013 and 2014 ILA are with the participating agencies, updated populations, costs for participating agencies and additional legal language. The revisions can be found in Section(s) 1.3, 2.5, 6.0, 10.0, 15.0, Exhibit's A, B, & C. The 2013 ILA is posted at the city's website.

This ILA was reviewed by the City Attorney's Office and approved as to form.

**APPLICABLE CITY POLICIES:**

**BUDGET IMPACT:** Local match breakdowns are determined by populations of the participating jurisdictions.

2006- \$1642	2010- \$6152	2014-\$7474
2007- \$2219	2011- \$6520	
2008- \$3011	2012- \$7044	
2009- \$3425	2013- \$7256	

The 2014 Budget included \$7500 for this agreement.

**ATTACHMENTS:**

- ▶ Exhibit A: Interlocal Agreement for the Snohomish Regional Drug & Gang Task Force.

**INTERLOCAL AGREEMENT ESTABLISHING  
SNOHOMISH REGIONAL DRUG & GANG TASK FORCE**

This Interlocal Agreement Establishing the Snohomish Regional Drug & Gang Task Force, is entered into by and among Snohomish County, a political subdivision of the State of Washington, and the following jurisdictions (hereinafter collectively referred to as the “Participating Jurisdictions”):

City of Arlington	City of Monroe
City of Bothell	City of Mountlake Terrace
City of Brier	City of Mukilteo
City of Darrington	City of Snohomish
City of Edmonds	City of Stanwood
City of Everett	City of Sultan
City of Gold Bar	DSHS, Child Protective Services
City of Granite Falls	Washington State Patrol
City of Index	Snohomish Health District
City of Lake Stevens	City of Mill Creek
City of Lake Forest Park	
City of Lynnwood	
City of Marysville	

**WITNESSES THAT:**

**WHEREAS**, the State of Washington Department of Commerce (hereinafter "Commerce"), has received funds from the U.S. Department of Justice under authority of the Anti-Drug Abuse Act of 1988 to provide grants to local units of government for drug law enforcement; and

**WHEREAS**, eligible applicants include cities, counties and Indian tribes; and

**WHEREAS**, chapter 39.34 RCW permits one or more public agencies to contract with any one or more other public agencies to perform any governmental service, activity, or undertaking that each public agency is authorized by law to perform; and

**WHEREAS**, Snohomish County and Commerce have entered into a Narcotics Control Grant Contract (hereinafter "Grant Contract") whereby Snohomish County will use specified grant funds solely for a regional task force project consistent with the task force grant application submitted to Commerce on or before July 1, 2013, upon which the Grant Contract is based (by this reference both the Grant Contract and the grant application are incorporated in this agreement as though set forth fully herein); and

**WHEREAS**, the Participating Jurisdictions recognize the above-mentioned Grant Contract between Commerce and Snohomish County; and

**WHEREAS**, the Participating Jurisdictions desire to participate as members of the multi-jurisdictional task force with Snohomish County administering task force project grants on their behalf; and

**WHEREAS**, the Participating Jurisdictions desire to enter into an agreement with Snohomish County to enable Snohomish County to continue to be the receiver of any grant funds related to the task force project; and

**WHEREAS**, each of the Participating Jurisdictions represented herein is authorized to perform each service contemplated for it herein;

**NOW, THEREFORE**, in consideration of covenants, conditions, performances and promises hereinafter contained, the parties hereto agree as follows:

## **1.0 TASK FORCE CONTINUATION, TERM, AND PURPOSE**

- 1.1 The countywide multi-jurisdictional task force, composed of law enforcement, prosecutor, and support personnel, known as the Snohomish Regional Drug & Gang Task Force (hereinafter "Task Force"), was created pursuant to the Interlocal Agreement Among Participating Jurisdictions dated January 18, 1988. The Task Force has operated on a continuous basis since that time under a series of interlocal agreements, the most recent effective from July 1, 2013, through June 30, 2014. This agreement shall serve to continue the operation of the Task Force.
- 1.2 The term of this agreement shall be from July 1, 2014, through June 30, 2015, unless earlier terminated or modified as provided in this agreement.
- 1.3 The purpose of the Task Force shall be to formally structure and jointly coordinate selected law enforcement activities, resources, and functions in order to disrupt illegal drug trafficking systems and to remove traffickers through a cooperative program of investigation, prosecution, and asset forfeiture. The parties do not intend that this agreement create a separate legal entity subject to suit.
- 1.4 The Task Force agrees to perform the statement of work indicated in the Task Force Abstract set forth in the application for funding between Commerce and Snohomish County. Therefore each participating jurisdiction adopts the following Task Force goals:
  - Reduce the number of drug traffickers and gang members in the communities of Snohomish County through the professional investigation, apprehension and conviction.
  - Efficiently attack, disrupt and prosecute individual and organized mid to upper level drug traffickers and street gang members who do not recognize jurisdictional boundaries or limitations, and by doing so, impact drug trafficking organizations previously impregnable.

- Enhance drug enforcement cooperation and coordination through multi-agency investigations, training of local jurisdictions and the sharing of resources and information.
  - To address these issues with the foremost consideration of safety for both law enforcement and the community.
- 1.5 The Task Force shall continue to follow a management system for the shared coordination and direction of personnel as well as financial, equipment and technical resources as stated in this agreement.
- 1.6 The Task Force shall continue to implement operations, including:
- a. Development of intelligence
  - b. Target identification
  - c. Investigation
  - d. Arrest of Suspects
  - e. Successful prosecution of offenders, and
  - f. Asset forfeiture/disposition
- 1.7 The Task Force shall evaluate and report on Task Force performance to Commerce as required in the Grant Contract.

## **2.0 ORGANIZATION**

- 2.1 Exhibit "D", incorporated herein by this reference, sets forth the organization of the Task Force.
- 2.2 The Task Force Executive Board shall be comprised of the Snohomish County Prosecuting Attorney, the Snohomish County Sheriff, the Everett Police Chief, the Everett City Attorney, and one (1) chief of police from the remaining Participating Jurisdictions chosen by the chiefs of police of the remaining Participating Jurisdictions. The Snohomish County Sheriff shall serve as Chair of the Executive Board. The Task Force Executive Board may adopt bylaws providing for appointment of alternates to attend Executive Board meetings in the absence of members. At such meetings the alternate shall have the same

rights as the appointing member. Any action taken by the Task Force Executive Board under this agreement shall be based on a majority vote.

- 2.3 Personnel assigned to the Task Force shall be directed in their Task Force duties by the Snohomish County Sheriff's Office (SCSO) through the Task Force Commander. The Task Force Commander will be an employee of Snohomish County for all purposes and, if not a regular SCSO deputy, will hold a special commission for that purpose.
- 2.4 Exhibit "A", incorporated herein by this reference, sets forth the personnel currently assigned to the Task Force by each Participating Jurisdiction. Nothing in this agreement shall restrict the ability of the Snohomish County Prosecuting Attorney, Snohomish County Sheriff, Everett Police Chief, or chief law enforcement officer of any Participating Jurisdiction to reassign personnel now or later assigned to the Task Force.
- 2.5 Participating Jurisdiction Employees: Personnel assigned to the Task Force by Participating Jurisdiction shall be considered employees of that Participating Jurisdiction. All rights, duties, and obligations of the employer and the employee shall remain with that individual jurisdiction. Each Participating Jurisdiction shall be responsible for ensuring compliance with all applicable laws, collective bargaining agreements, and/or civil service rules and regulations, with regard to its employees.

### **3.0 FINANCING**

- 3.1 Exhibit "B" sets forth the estimated Task Force Grant Contract budget and is incorporated herein by reference. Participating Jurisdictions agree to provide funds that in the aggregate will allow for at least a one-third match of the funds awarded under the Grant Contract ("Local Match").
- 3.2 Exhibit "C" sets forth the Local Match breakdown for the period from July 1, 2014, to June 30, 2015, and is incorporated herein by reference. Although State and/or Federal Grant funds may vary from the amount initially requested,

each Participating Jurisdiction agrees to provide funding that is no less than the amount indicated in Exhibit “C”, and to pay its funding share to Snohomish County as administrator of Task Force funds promptly upon request.

- 3.3 As required by the Grant Contract, each Participating Jurisdiction agrees that the funding it contributes shall be provided in addition to that currently appropriated to narcotics enforcement activities and that no Task Force activity will supplant or replace any existing narcotic enforcement activities.
- 3.4 Except as modified by section 5.3 below, all revenues collected or generated by or for the Task Force shall be forwarded to the Snohomish County Treasurer and placed in a designated special account for the purpose of supporting Task Force operations, and all real or personal property of the Task Force will be held in Snohomish County’s name for the benefit of the Task Force.
- 3.5 Upon termination of the Task Force, all funds remaining in said special account shall be disbursed pro rata to the then-current Participating Jurisdictions in proportion to the percentage of their most recent contribution to the Local Match indicated in Exhibit “C”.

#### **4.0 GENERAL ADMINISTRATION**

- 4.1 Snohomish County agrees to provide Commerce with the necessary documentation to receive grant funds.
- 4.2 By executing this agreement, each Participating Jurisdiction agrees to make any certified assurances required by the Grant Contract that are within its particular control, and agrees to make all its records related to the Task Force available for inspection consistent with the Grant Contract.
- 4.3 All Task Force contracts and agreements executed on behalf of Participating Jurisdictions under this agreement must first be approved on motion of the Task Force Executive Board. By executing this agreement, each Participating Jurisdiction agrees that, for the purpose of administering the assets and

resources available to the Task Force, Snohomish County is hereby granted the authority to execute on behalf of the Participating Jurisdictions all agreements and contracts signed as approved by the Task Force Executive Board, by and through its Chair, including but not limited to all contracts for professional services. Agreements and contracts executed in this manner shall have the same legal effect as if they were executed by each Participating Jurisdiction. No such agreement or contract may impose or waive liability with respect to a Participating Jurisdiction in a manner that is inconsistent with the hold harmless provision in section 10.0 of this agreement.

- 4.4 Any dispute arising under this agreement will be forwarded to the Task Force Executive Board for arbitration. The determination made by the Executive Board shall be final and conclusive as between the parties. This provision shall not apply to issues of indemnity and liability governed by the hold harmless provision in section 10.0 of this agreement.

## **5.0 ASSET FORFEITURE**

- 5.1 The Participating Jurisdictions shall refer all potential asset forfeitures initiated or investigated by officers assigned to the Task Force during the pendency of this agreement to the Task Force for disposition at the discretion of the Task Force Executive Board or prosecuting authority (Prosecuting Attorney or United States Attorney). Any such referred asset forfeiture that is pursued in state court will be prosecuted in the name of Snohomish County on behalf of the Task Force and its Participating Jurisdictions.
- 5.2 The Task Force Commander, under the direction of the Task Force Executive Board, shall manage the acquisition and disposition of assets seized or forfeited as a result of this agreement in compliance with law and Task Force procedures.
- 5.3 A portion of the net monetary proceeds of each asset forfeiture made by the Task Force shall be distributed to the involved investigating agencies

commensurate with their participation as determined by prior agreement between the Task Force Commander and said agencies, or in the absence of such agreement, by the Task Force Executive Board, prior to dedication of the remaining proceeds to the Task Force as specified in section 3.4. As long as the personnel assignments stated in Exhibit "A" remain unchanged, distributions to Snohomish County and the City of Everett under this subparagraph shall be 40 percent each of the net monetary proceeds remaining after distributions under this subparagraph to Participating Jurisdictions other than Snohomish County and the City of Everett. If assignments change from those stated in Exhibit "A", the Task Force Executive Board may modify the relative percentage allocations to Snohomish County and the City of Everett on a case-by-case or permanent basis. For purposes of this subparagraph, the term "net monetary proceeds" means cash proceeds realized from property forfeited during the term of this agreement that is not retained for use by the Task Force after deducting all costs and expenses incurred in its acquisition, including but not limited to the cost of satisfying any bona fide security interest to which the property may be subject at the time of seizure, the cost of sale in the case of sold property (including reasonable fees or commissions paid to independent selling agencies), amounts paid to satisfy a landlord's claim for damages, and the amount of proceeds (typically ten percent) payable to the State of Washington under RCW 69.50.505(9) or similar law.

- 5.4 The Task Force may retain funds in an amount up to \$250,000.00 from the net proceeds of vehicle seizures for the purchase of Task Force vehicles and related fleet costs.
- 5.5 Any Participating Jurisdiction receiving a distribution of assets forfeited under RCW 69.50.505 shall use such assets in accordance with RCW 69.50.505(10), which limits use to the expansion and improvement of controlled substances related law enforcement activity and prohibits use to supplant preexisting funding sources.

- 5.6 Upon termination of the Task Force, the Task Force Executive Board shall dispose of the Task Force's interest in assets seized or forfeited as a result of this agreement in accordance with applicable federal, state and county requirements, and shall distribute proceeds in accordance with sections 5.3 and 3.5.

## **6.0 ACQUISITION AND USE OF EQUIPMENT**

- 6.1 For purposes of this agreement, the term "Equipment" shall refer to all personal property used by the Task Force in performing its purpose and function, including but not limited to: materials, tools, machinery, equipment, vehicles, supplies, and facilities.
- 6.2 In the event that any Equipment is acquired with grant funds, the Participating Jurisdictions agree that the Task Force will use that equipment only for specified law enforcement purposes for the term of the grant.
- 6.3 Personnel assigned to the Task Force may use Equipment that is provided or acquired for Task Force purposes as directed by the Task Force Commander.
- 6.4 Upon termination of the Task Force, any Equipment provided to the Task Force by a Participating Jurisdiction will be returned to that jurisdiction.
- 6.5 Upon termination of the Task Force, the Task Force Executive Board shall dispose of all acquired equipment in accordance with applicable federal, state and county requirements, and shall distribute proceeds in accordance with section 3.5.

## **7.0 MODIFICATION**

Participating Jurisdictions hereto reserve the right to amend this agreement in the future from time to time as may be mutually agreed upon. No such amendment shall be effective unless written and signed by all then-contributing jurisdictions with the same formality as this agreement.

## **8.0 NONDISCRIMINATION PROVISION**

There shall be no discrimination against any employee who is paid by the grant funds or against any applicant for such employment because of race, color, religion, handicap, marital status, political affiliation, sex, age, or national origin. This provision shall include, but not be limited to the following: employment, upgrading, demotion, transfer, recruitment, advertising, lay-off or termination, rates of pay or other forms of compensation, and selection for training.

## **9.0 TERMINATION OF AGREEMENT**

9.1 Notwithstanding any provisions of this agreement, any party may withdraw from the agreement as it pertains to it by providing written notice of such withdrawal to all other parties, specifying the effective date thereof at least thirty (30) days prior to such date. A withdrawing party may take with it any Equipment it has provided to the Task Force, and shall be entitled to distributions under section 5.3 of this agreement with respect to asset forfeitures initiated before the effective date of withdrawal.

9.2 If there is a reduction in funds by the source of those funds, and if such funds are the basis of this agreement, Snohomish County may unilaterally terminate all or part of the agreement, or may reduce its scope of work and budget.

## **10.0 HOLD HARMLESS**

Each party hereto agrees to save, indemnify, defend and hold the other parties harmless from any allegations, complaints, or claims of wrongful and/or negligent acts or omissions, by said party and/or its officers, agents, or employees to the fullest extent allowed by law. In the case of allegations, complaints, or claims against more than one party, any damages allowed shall be levied in proportion to the percentage of fault attributable to each party, and each party shall have the right to seek contribution from each of the other parties in proportion to the percentage of fault attributable to each of the other parties. Moreover, the parties agree to cooperate and jointly defend

any such matter to the extent allowed by law. An agency that has withdrawn assumes no responsibility for the actions of the remaining members arising after the date of withdrawal, but shall remain liable for claims of loss or liability arising prior to the effective date of withdrawal.

#### **11.0 GOVERNING LAW AND VENUE**

This agreement shall be governed by, construed, and enforced in accordance with the laws of the State of Washington without reference to choice of law principles, and venue of any suit between the parties arising out of this agreement shall be in the Superior Court of Snohomish County, Washington.

#### **12.0 INTEGRATION**

With the exception of necessary operational agreements between law enforcement agencies of the Participating Jurisdictions and agreements pursuant to section 5.3 hereof, this agreement constitutes the whole and entire agreement among those parties as to the Task Force and no other understandings, oral, or otherwise, regarding the Task Force shall be deemed to exist or bind the parties.

#### **13.0 EXECUTION OF MULTIPLE ORIGINAL COUNTERPARTS**

This agreement may be reproduced in any number of original counterparts. Each party need sign only one counterpart and when the signature pages are all assembled with one original counterpart, that compilation constitutes a fully executed and effective agreement among all the Participating Jurisdictions. In the event that fewer than all named parties execute this agreement, the agreement, once filed as specified in section 15.0, shall be effective as between the parties that have executed the agreement to the same extent as if no other parties had been named.

**14.0 SEVERABILITY**

If any part of this agreement is unenforceable for any reason the remainder of the agreement shall remain in full force and effect.

**15.0 RECORDING**

This interlocal agreement will be filed with the Snohomish County auditor in compliance with RCW 39.34.040.

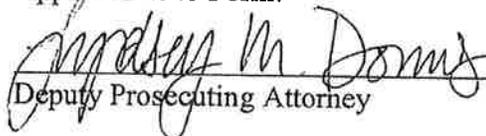
In witness whereof, the parties have executed this agreement.

THE COUNTY:

Snohomish County, a political subdivision  
of the State of Washington

By \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

Approved as to Form:

 6/11/14  
Deputy Prosecuting Attorney

**EXHIBIT A**

**Snohomish Regional Drug & Gang Task Force**

Personnel Assigned by Jurisdiction  
July 1, 2014 through June 30, 2015

**EVERETT POLICE DEPARTMENT**

- 1 Lieutenant
- 1 Sergeant
- 1 Detective
- 1 Support Personnel

**FUNDING**

- Everett PD

*VACANT*

**ARLINGTON POLICE DEPARTMENT**

- 1 Detective

**FUNDING**

- Arlington PD

*VACANT*

**MARYSVILLE POLICE DEPARTMENT**

- 1 Detective

**FUNDING**

- Marysville PD

*VACANT*

**BOTHELL POLICE DEPARTMENT**

- 1 Detective

**FUNDING**

- Bothell PD

*VACANT*

**SNOHOMISH COUNTY SHERIFF'S OFFICE**

- 1 Task Force Commander
- 1 Lieutenant
- 1 Sergeant
- 1 Sergeant
- 1 Detective
- 1 K9 Detective
- 1 Reserve Deputy
- 1 Support Staff

**FUNDING**

- Justice Assistance Grant
- Snohomish County Sheriff
- Justice Assistance Grant
- Snohomish County Sheriff

*VACANT*

**SNOHOMISH HEALTH DISTRICT**

- 1 Local Health Officer

**FUNDING**

- Snohomish Health District

SNOHOMISH COUNTY PROSECUTOR'S OFFICE

1 Deputy Prosecutor  
1 Deputy Prosecutor  
1 Support Staff  
1 Deputy Prosecutor

FUNDING

Justice Assistance Grant  
Snohomish County Prosecutor / Federal  
Snohomish County Prosecutor / Federal  
Snohomish County Prosecutor *VACANT*

STATE OF WASHINGTON

1 Detective  
1 Case Worker

FUNDING

Washington State Patrol  
DSHS, Child Protective Services

WA STATE GAMBLING COMMISSION

1 Agent

FUNDING

Washington State

WASHINGTON NATIONAL GUARD

1 Intelligence Analyst

FUNDING

Washington National Guard

BUREAU OF ALCOHOL, TOBACCO, FIREARMS AND EXPLOSIVES

1 Agent

FUNDING

ATF *VACANT*

DRUG ENFORCEMENT AGENCY

1 Agent

FUNDING

Drug Enforcement Agency *VACANT*

INTERNAL REVENUE SERVICE

1 Agent

FUNDING

Internal Revenue Service *VACANT*

IMMIGRATION AND CUSTOMS ENFORCEMENT

1 Agent

FUNDING

Immigration And Customs Enforcement *VACANT*

NAVAL CRIMINAL INTELLIGENCE SERVICE

1 Agent

FUNDING

NCIS *VACANT*

## EXHIBIT B

### Snohomish Regional Drug & Gang Task Force

Byrne/JAG Grant Estimated Operating Budget for July 1, 2014 through June 30, 2015

	<u>FEDERAL FUNDS</u>	<u>LOCAL MATCH</u>	<u>TOTAL</u>
Salaries	122,000	141,651	263,561
Benefits	23,000	47,959	70,959
Contracted Services	0	0	0
Goods and Services	0	0	0
Travel	0	0	0
Training	0	0	0
Equipment	0	0	0
Confidential Funds	0	0	0
TOTALS	\$145,000	\$189,610	\$334,520

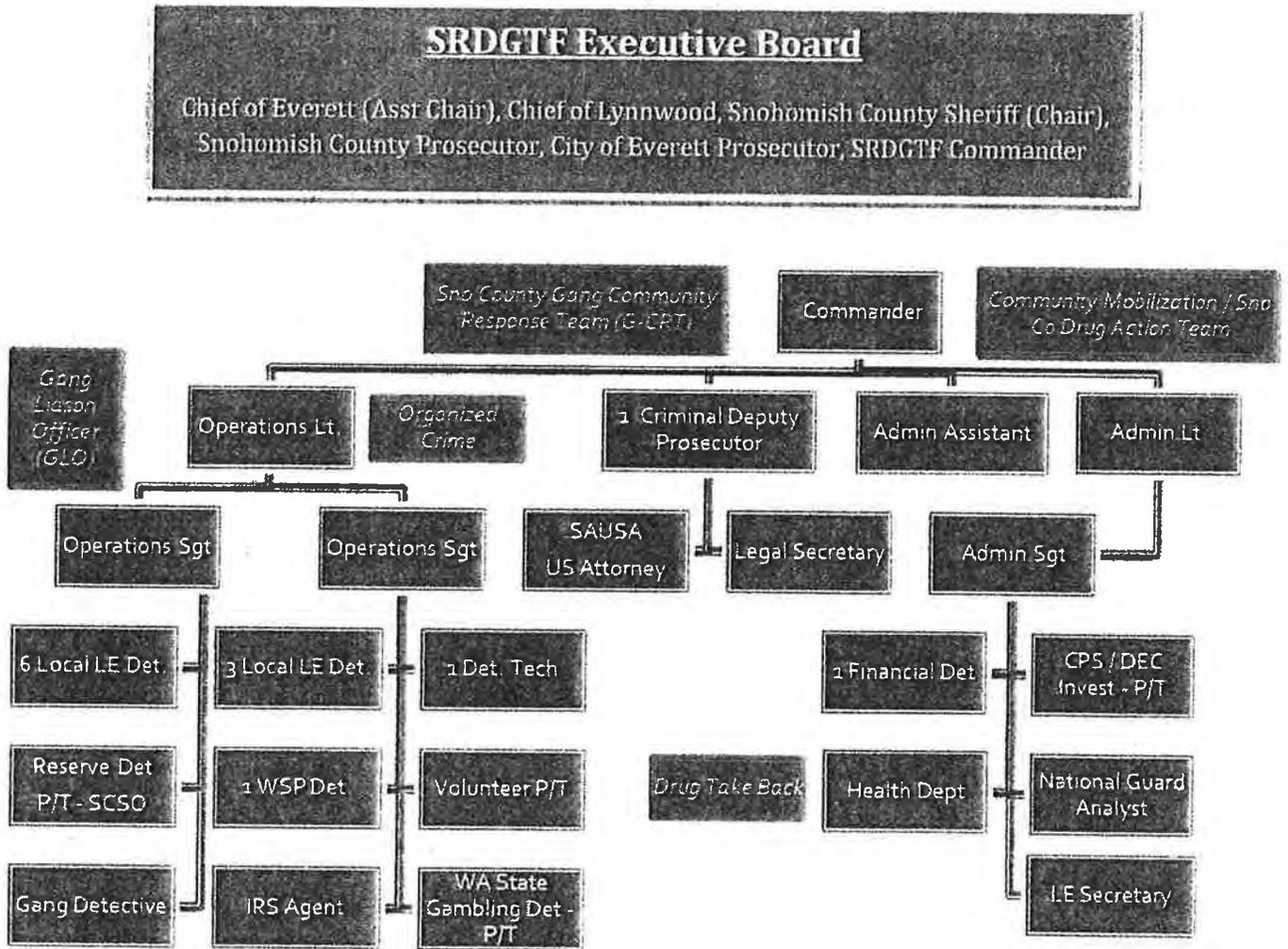
## EXHIBIT C

### Snohomish Regional Drug & Gang Task Force

Local Match Breakdowns for July 1, 2014 through June 30, 2015

<u>JURISDICTION</u>	<u>POPULATION</u>	<u>PERCENTAGE</u>	<u>AMOUNT</u>
Arlington	18,270	2.53%	\$ 4,750.00
Bothell	17,020	2.34%	\$ 4,390.00
Brier	6,315	0.86%	\$ 1,616.00
Darrington	1,350	0.19%	\$ 356.00
Edmonds	39,950	5.49%	\$ 10,544.00
Everett	104,200	14.29%	\$ 27,314.00
Gold Bar	2,080	0.29%	\$ 546.00
Granite Falls	3,385	0.46%	\$ 893.00
Index	180	0.02%	\$ 47.00
Lake Stevens	28,960	3.97%	\$ 7,474.00
Lake Forest Park	-	-	-
Lynnwood	35,960	5.03%	\$ 9,500.00
Marysville	62,100	8.52%	\$ 16,070.00
Mill Creek	18,600	2.55%	\$ 4,867.00
Monroe	17,510	2.40%	\$ 4,591.00
Mountlake Terrace	20,160	2.76%	\$ 5,296.00
Mukilteo	20,440	2.80%	\$ 5,381.00
Snohomish	9,220	1.26%	\$ 2,437.00
Snohomish County	312,500	42.29%	\$ 80,651.00
Stanwood	6,340	0.87%	\$ 1,648.00
Sultan	4,660	0.63%	\$ 1,233.00
DSHS, CPS	-	-	\$ -
Snohomish Health District	-	-	\$ -
Washington State Patrol	-	-	\$ -
<b>PARTICIPATING JURISDICTIONS' TOTALS:</b>			<b>\$ 189,610</b>

## EXHIBIT D



**ATTEST:**

**APPROVED AT THE DIRECTION OF THE PARTICIPATING JURISDICTION:**

\_\_\_\_\_ Dated \_\_\_\_\_  
Title \_\_\_\_\_ Jurisdiction of \_\_\_\_\_

**ATTEST:**

\_\_\_\_\_ Dated \_\_\_\_\_  
Jurisdiction Clerk

**APPROVED AS TO FORM:**

\_\_\_\_\_ Dated \_\_\_\_\_  
Jurisdiction Attorney



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LAKE STEVENS CITY COUNCIL  
**STAFF REPORT**

**Council Agenda Date:** June 23, 2014

**Subject:** 2014 Budget Amendment #2

**Contact Person/Department:** Barb Stevens - Finance      **Budget Impact:** Yes

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

Review Ordinance No. 912 Amending Budget Ordinance No. 904 for Creation and Elimination of Staffing Positions

---

**SUMMARY/BACKGROUND:**

Throughout the year the City Council authorizes various purchase requests and agreements. At the time of authorization, the budget impact is presented to the Council as part of the information required in order for the Council to make an informed decision. The budget amendment follows to adjust the specific line items that will be affected by purchase or contract award. Detailed explanations of the changes requested are described below:

The following changes to budgeted staff positions are recommended:

Public Works

- Eliminate: 1 Engineering Technician
- Add: 1 Civil Engineer

Recently, one Engineering Technician position became vacant. Through review of departmental needs, the Public Works Director recommended an elimination of this position in exchange for a Civil Engineer position.

The salary and benefits related to this position are split between the Street and Surface Water Funds. The 2014 net change is an increase in expenditures of approximately \$1,300. This amendment affects the Street Fund and the Surface Water Fund.

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**APPLICABLE CITY POLICIES:**

In accordance with the Financial Management Policies, Budget Themes and Policies, and the Revised Code of Washington, changes in the adopted budget must be brought before the City Council.

---

**BUDGET IMPACT:**

The budget ordinance will amend the beginning and ending balances, and revenues and expenditures in the funds set forth in the ordinance and the staffing positions as outlined in the Organizational Chart.

---

**ATTACHMENTS:**

- ▶ Ordinance 912
- ▶ Exhibit B: Amended Organizational Chart
- ▶ Attachment A: Technical Staff Replacement Proposal
- ▶ Attachment B: Job Description - Civil Engineer
- ▶ Attachment C: 2014 Salary Survey & Cost Difference

**CITY OF LAKE STEVENS  
 LAKE STEVENS, WASHINGTON  
 ORDINANCE NO. 912**

AN ORDINANCE OF THE CITY OF LAKE STEVENS, WASHINGTON, AMENDING THE 2014 BUDGET AS SET FORTH IN ORDINANCE NO. 904 CONCERNING FUND BALANCES AND EXPENDITURES FOR VARIOUS FUND BALANCES FOR THE YEAR 2014.

WHEREAS, the City of Lake Stevens adopted the 2014 budget pursuant to Ordinance No. 904; and

WHEREAS, the City of Lake Stevens will incur expenditures in categories and amounts other than anticipated in the adopted 2014 budget;

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

SECTION 1. The 2014 budget, as adopted in Ordinance No. 904, is hereby amended as follows:

<i>Fund</i>	<i>Description</i>	<i>Current Budget</i>	<i>Amended Budget</i>	<i>Amount of Inc/(Dec)</i>	<i>ExpRev</i>
101 - Street	Expenditures	\$1,894,919	\$1,895,569	\$650	Exp.
101 - Street	Ending Fund Balance	\$3,101,508	\$3,100,858	(\$650)	EndBal.
410 - Storm & Surface Water	Expenditures	\$1,304,884	\$1,305,534	\$650	Exp.
410 - Storm & Surface Water	Ending Fund Balance	\$1,404,801	\$1,404,151	(\$650)	EndBal.

SECTION 2. Except as set forth above, all other provisions of Ordinance 904 shall remain in full force, unchanged.

SECTION 3. Effective Date and Publication. A summary of this ordinance consisting of its title shall be published in the official newspaper of the City. This ordinance shall take effect and be in force five (5) days after the date of publication.

PASSED by the City Council of the City of Lake Stevens this 14th day of July, 2014.

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

ATTEST/AUTHENTICATION:

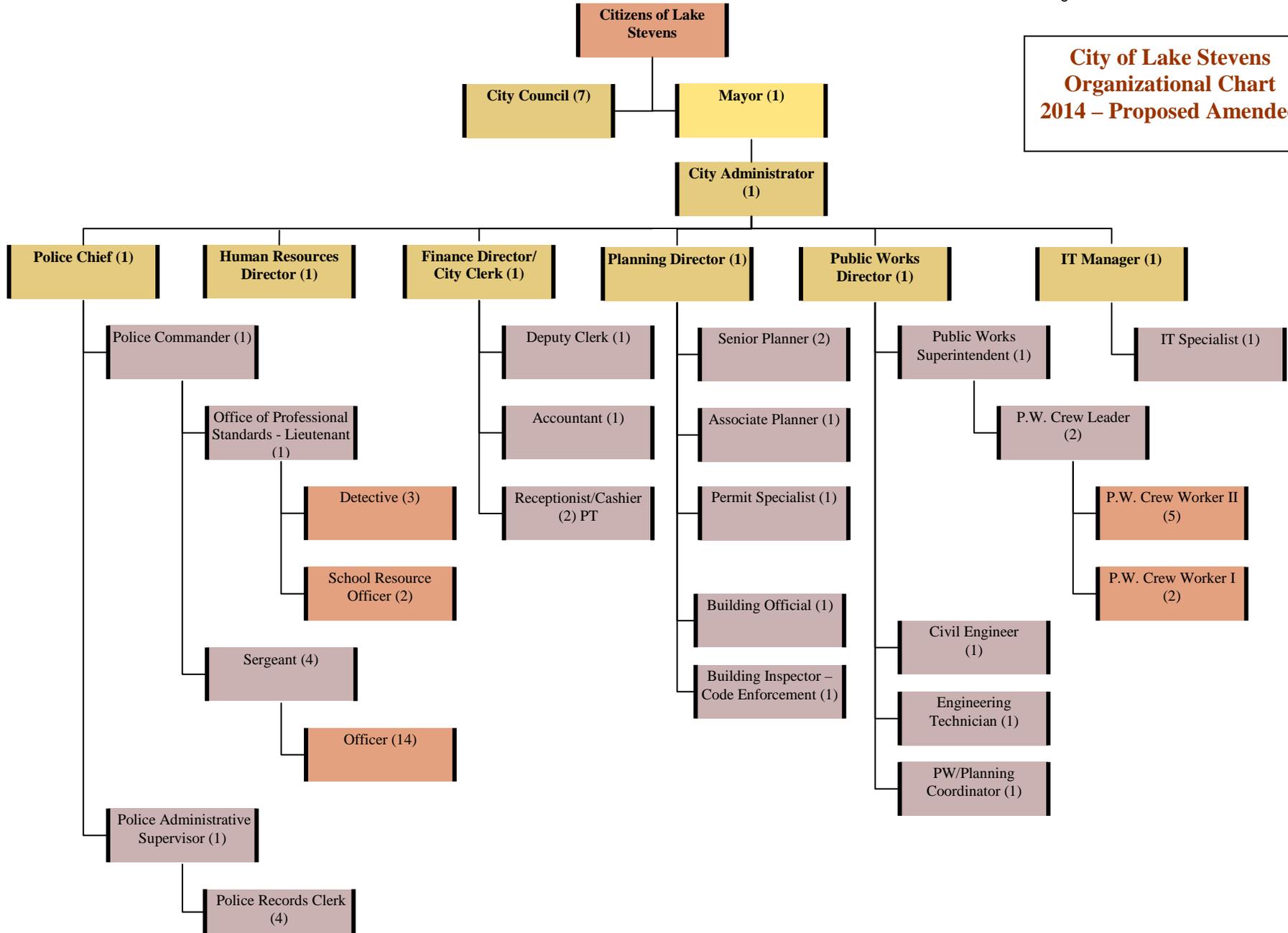
\_\_\_\_\_  
 Barb Stevens, Finance Director/City Clerk

APPROVED AS TO FORM:

First and Final Reading: July 14, 2014  
 Published:  
 Effective:

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

**City of Lake Stevens  
Organizational Chart  
2014 – Proposed Amended**





## MEMORANDUM

To: Jan Berg, City Administrator  
From: Mick Monken, Public Works Director/City Engineer  
Date: 14 May 2014  
Subject: Technical Staff Replacement Proposal

---

With the departure of one of the Engineering Technician position on 18<sup>th</sup> June, I am requesting that this position be replaced with an engineer level position. The proposal is that this would be an assistant to the Public Works Director/City Engineer (PWD/CE) at an engineer level that could provide a higher level of service and responsibility than that of an Engineering Technician. The intent of this proposed position is to provide the engineering levels needs for development, internal support, community engineer services, long range comprehensive transportation planning, and to provide engineering coverage in the absence of PWD/CE.

Some of the typical duties would be:

- Working directly with developers and providing support for planning related to private development for adherence to the City's Codes and Standards.
- Preparing contracts for services and projects.
- Performing engineering analysis and studies such as traffic warrants, geotechnical areas, and capital needs.
- Assist in the development and update of the City's traffic short and long range planning and cost estimate development and revisions.
- Perform interpretations and provide recommendation on City policy on engineering design and construction standards.
- Perform development and or maintenance of plans: ie: ADA Transition Plan, Pavement Management Plan, City EDDS, Sign Reflectivity, Traffic Sign Management Program, Pedestrian Safety Plan, Roadway Channelization and pavement marking management plan, Sidewalk Plan, Parks Facility inventory Plan, Traffic Model plan.
- Performing Traffic Modeling for support to Land Use, Police, Engineering forecasting, and marketing future development

- Perform investigation on new procedures, processes, equipment, or materials.
- Advises the City Engineer regarding the review comments on specific projects.
- Manage assigned contracts.

This proposed position is expected to raise the level of service of the department by providing higher skill set than the current position and also relieve the Director's position of some of the responsibilities that require an engineer level response.

In the big picture of staffing needs, I expect that the higher skill set and the authority to make engineering decisions will help to make staff services more efficient.

## CITY OF LAKE STEVENS POSITION DESCRIPTION

<b>POSITION TITLE:</b>	Civil Engineer
<b>DEPARTMENT:</b>	Public Works
<b>CLASSIFICATION:</b>	Non-Union/Exempt
<b>EFFECTIVE DATE:</b>	June 23, 2014

### **POSITION PURPOSE:**

This is professional level work at the advanced level. Responsibilities involve project development and implementation (including grant and permit applications, utility and agency coordination; design; preparation of plans, specifications and cost estimates; contract administration, and construction inspection), developer plans and site review, developer data research on engineering methods and design, engineering analysis, traffic warrants, development of engineering level reports and memorandums, assist in emergency events, technical support for field crew operations, and other functions as assigned. The work is performed with limited supervision, and the employee has relative independence and latitude for exercising independent judgment and initiative within the scope of oral and written instructions and established policies, guidelines, and procedures. Work involves performance of technical and sometimes complex tasks to provide engineering support for Public Works projects and programs and for development review to ensure technical congruence and compliance with current codes and criteria.

### **SUPERVISION RECEIVED:\***

- o Works under the supervision of the Public Works Director.

### **SUPERVISION EXERCISED:\***

- o None.

### **ESSENTIAL DUTIES AND RESPONSIBILITIES-** Essential duties and responsibilities may include, but are not limited to, the following:

- o Undertake a wide variety of simple to complex projects including but not limited to: preparing bid specifications, designing, inspection , reviewing permit applications, and Prepares and reviews a wide variety of maps and technical drawings.
- o Respond to inquiries from developers and the general public regarding requirements for making utility connections, use of the public right-of-way, location of utility easements, and public works requirements.

\* See "City of Lake Stevens, Administrative Organization" in the HR Policy and Procedures Manual.

- o Research a variety of technical and administrative subjects related to public works and prepare reports and recommendations.
- o Organize, maintain and retrieve department engineering files, including but not limited to as-builts, maps and reports.
- o Conduct preliminary and construction plan review of new development proposals for consistency with City codes, policies and design standards.
- o Coordinates engineering programs and projects and provide technical support with other City departments.
- o The duties listed above are intended only as illustrations of the various types of work that may be performed. The omission of specific statements of duties does not exclude them from the position if the work is similar, related or a logical assignment to the position.

**PERIPHERAL DUTIES:**

- o Assists the Public Works Director in preparing the department's annual operating budget recommendations.
- o Perform neighborhood meetings with residents, as needed

**PHYSICAL DEMANDS AND WORK ENVIRONMENT:**

Please see the attached questionnaire for position specific physical requirements and typical working conditions. The physical demands and work environment characteristics described in the attached form are representative of those an employee encounters while performing the essential functions of this job. Reasonable accommodations may be made to enable individuals with disability to perform the essential functions. Traveling is required. Evening or variable hours to attend meetings is required.

**QUALIFICATIONS:**

**Education, Training and Experience Guidelines**

- ✓ Graduation from a four-year college or university with a degree in Civil Engineering or related field;
- ✓ Two year civil engineering experience required;
- ✓ Skills in Drainage and Transportation required;
- ✓ AutoCAD experience desired; and
- ✓ Any combination of education and experience, which provides the applicant with the desired skills, knowledge and ability required to perform the job, may be substituted for these qualifications. Examples of these skills include:

**Knowledge of:**

- ✓ Public works construction principles and practices;
- ✓ Basic civil engineering principles; and
- ✓ Current construction methods and associated costs.

**Ability to:**

- ✓ Perform a wide variety of technical design work, including preparation of plans, engineering drawings, and maps, including but not limited to the computer applications such as Computer Aided Drafting (CAD), word processing, spreadsheet, data-base, and G.I.S.
- ✓ Establish and maintain effective working relationships with the general public, elected and appointed officials and City employees. Maintain a customer service orientation, be courteous and diplomatic in the exchange of information and present a positive image of the City in a variety of circumstances.
- ✓ Communicate effectively, both orally and in writing.
- ✓ Interpret engineering plans, survey notes and legal descriptions.
- ✓ Perform civil engineering computations, either manually or with the aid of a computer or calculator.
- ✓ Perform research and analysis on complex engineering, environmental or water resources issues.

0

**LICENSES OR CERTIFICATE REQUIREMENTS**

- ✓ Valid Washington State Driver's License required;
- ✓ Engineering in Training (EIT) preferred.

This position description does not constitute an employment agreement between the employer and employee and is subject to change by the employer as the needs of the employer and requirements of the job change.

\_\_\_\_\_  
EMPLOYEE ACKNOWLEDGEMENT

\_\_\_\_\_/\_\_\_\_\_/\_\_\_\_\_  
/ /

Position Title: Civil Engineer

Attachment B  
 Date: June 6, 2014

**➤ PHYSICAL REQUIREMENTS**

**How much on-the-job time is spent on the following physical activities? Check the appropriate boxes below:**

Activity	Amount of time (see descriptions at bottom of page)				
	Never	Seldom	Occasional	Frequent	Constant
Stand	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Walk	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Sit	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Use hands to finger, handle, or feel	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Reach with hands and arms	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Climb or balance	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Stoop, kneel, crouch, or crawl	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Talk or hear	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Taste or smell	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

**➤ Does this job require that weight be lifted or force be exerted? Check the appropriate boxes below:**

Activity	Amount of time (see descriptions at bottom of page)				
	Never	Seldom	Occasional	Frequent	Constant
<b>Lift, push, pull or carry</b>					
Up to 10 pounds	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Up to 25 pounds	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Up to 50 pounds	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Up to 100 pounds	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
More than 100 pounds	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

**➤ Does this job have any special vision requirements? Check all that apply:**

- Close vision (clear vision at 20 inches or less)
- Distance vision (clear vision at 20 feet or more)
- Color vision (ability to identify and distinguish colors)
- Peripheral vision (ability to observe up and down or to the left and right while eyes are fixed on a given point)
- Depth perception (three-dimensional vision, ability to judge distances and spatial relationships)
- Ability to adjust focus (ability to adjust the eye to bring an object into sharp focus)
- No special vision requirements

**➤ Note the specific job duties that require the physical demands selected above:**

Perform fine adjustments on instruments such as Auto Level, Theolite, and measuring devices.

<b>N: Never (not at all)</b>	<b>S: Seldom (0-10%)</b>	<b>O: Occasional (11-33% of the time)</b>
	<b>F: Frequent (34%-66% of the time)</b>	<b>C: Constant (67%-100% of the time)</b>

**WORK ENVIRONMENT**

**How much exposure to the following environmental conditions does this job require? Show the amount of time by checking the appropriate boxes below:**

Environmental Conditions	Amount of time (see descriptions at bottom of page)				
	Never	Seldom	Occasional	Frequent	Constant
Wet or humid conditions	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Work near moving mechanical parts	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Work in high, precarious places	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Fumes or airborne particles	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Toxic or caustic chemicals	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Outdoor weather conditions	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Extreme cold (non-weather)	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Extreme heat (non-weather)	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Risk of electrical shock	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Work with explosives	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Risk of radiation	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Vibration	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

➤ **How much noise is typical for the work environment of this job? Check the appropriate level below:**

- Very quiet conditions (examples: forest trail, isolation booth for hearing test)
- Quiet conditions (examples: library, private office)
- Moderate noise (examples: business office with computers and printers, light traffic)
- Loud noise (examples: metal can manufacturing department, large earth-moving equipment)
- Very loud noise (examples: jack hammer work, front row at rock concert)

➤ **Note the specific job duties that are affected by the environmental conditions:**

Responding to developer and general public in the field; Code review in the field; providing technical support to other departments associated with field investigation; in the field analysis and studies; construction inspection; assisting field staff.

QUESTIONNAIRE PREPARED BY:

Name: Mick Monken                      Date: 9 June 2014  
Title: Director of Public Works

<b>N: Never (not at all)</b>	<b>S: Seldom (0-10%)</b>	<b>O: Occasional (11-33% of the time)</b>
	<b>F: Frequent (34%-66% of the time)</b>	<b>C: Constant (67%-100% of the time)</b>

6/18/2014

City of Lake Stevens  
 Salary Survey Results  
 2014

City	2014 COLA	New Engineering Position	
		Low	High
Bonney Lake	2.00%	\$ 5,120	\$ 6,737
Camas	3.00%	\$ 5,154	\$ 6,154
Des Moines	NS - Based on Union	\$ 5,683	\$ 6,907
Kenmore	1.20%		
Maple Valley	1.00%		
Mill Creek	1.02%		
Mountlake Terrace	0.00%		
Oak Harbor	0.00%	\$ 5,748	\$ 7,069
Average:		\$ 5,426	\$ 6,717
<b>RECOMMENDED SALARY:</b>		<b>\$ 5,425</b>	<b>\$ 6,715</b>

	A	B	C	D	E	F	G
Civil Engineer	5,425	5,640	5,855	6,070	6,285	6,500	6,715
New Engr. Tech	4,480	4,679	4,878	5,077	5,275	5,474	5,673
Current Engr. Tech					5,594	5,789	5,996

Engin. Tech	E	F	G	2014	2015
	5594	5789	5996	\$ 68,103.00	\$ 72,618.09
6%	5275	5474	5673	\$ 64,295.00	\$ 68,683.49
Approved				\$ 68,103.00	\$ 70,503.00

Civil Eng.	A	B	C	D	E	F	G	2014	2015
	5,425	5640	5855	6070	6285	6500	6715	\$ 35,130.00	\$ 73,696.50
Total Annual Salary Increase								\$ 1,078.50	\$ 3,193.50
0.1686	Total Increase including FICA/Medicare/PERS							\$ 1,260.34	\$ 3,731.92