



**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	8/29/2014	\$123,362.24
Payroll Checks	37328-37330	\$4,863.20
Tax Deposit(s)	8/29/2014	\$49,274.10
Electronic Funds Transfers	ACH	\$145,330.70
Claims	37331-37373	\$58,723.64
Void Checks	37303	(\$175.00)
Total Vouchers Approved:		\$381,378.88

**This 9th day of September 2014:**

\_\_\_\_\_  
 Mayor

\_\_\_\_\_  
 Councilmember

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

\_\_\_\_\_  
 Councilmember

\_\_\_\_\_  
 Councilmember

\_\_\_\_\_  
 Councilmember



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**Accounts Payable Checks and EFTs for period of 08/26/2014 to 09/08/2014**

Invoice	AccountCode	Account Description	Item Description	Amount	
<b>AFLAC</b>			<b>Check 0</b>	<b>9/8/2014</b>	<b>\$1,495.80</b>
227522	001-000-284-00-00-00	Payroll Liability Other	08/2014 AFLAC Employee Deductions	\$1,495.80	
<b>Assoc of Washington Cities EFT</b>			<b>Check 0</b>	<b>9/8/2014</b>	<b>\$80,318.24</b>
for Sept 2014	001-000-283-00-00-00	Payroll Liability Medical	Insurance Premiums - employee portion	\$4,290.45	
for Sept 2014	001-002-513-11-20-00	AD-Benefits	Insurance Premiums - Employer portion	\$1,169.24	
for Sept 2014	001-003-514-20-20-00	CC-Benefits	Insurance Premiums - Employer portion	\$1,483.95	
for Sept 2014	001-004-514-23-20-00	FI-Benefits	Insurance Premiums - Employer portion	\$938.27	
for Sept 2014	001-005-518-10-20-00	HR-Benefits	Insurance Premiums - Employer portion	\$574.41	
for Sept 2014	001-006-518-80-20-00	IT-Benefits	Insurance Premiums - Employer portion	\$2,757.74	
for Sept 2014	001-007-558-50-20-00	PL-Benefits	Insurance Premiums - Employer portion	\$3,388.80	
for Sept 2014	001-007-559-30-20-00	PB-Benefits	Insurance Premiums - Employer portion	\$3,165.47	
for Sept 2014	001-008-521-20-20-00	LE-Benefits	Insurance Premiums - Employer portion	\$44,101.93	
for Sept 2014	001-010-576-80-20-00	PK-Benefits	Insurance Premiums - Employer portion	\$173.83	
for Sept 2014	001-013-518-30-20-00	GG-Benefits	Insurance Premiums - Employer portion	\$233.68	
for Sept 2014	101-016-542-30-20-00	ST-Benefits	Insurance Premiums - Employer portion	\$9,027.30	
for Sept 2014	401-070-535-10-20-00	SE-Benefits	Insurance Premiums - Employer portion	\$1,003.11	
for Sept 2014	410-016-531-10-20-00	SW-Benefits	Insurance Premiums - Employer portion	\$8,010.06	
<b>Dept of Licensing</b>			<b>Check 0</b>	<b>9/8/2014</b>	<b>\$707.00</b>
903-937	633-008-586-00-00-00	Gun Permit - State Remittance	Weapons permits and dealer license	\$707.00	
<b>Dept of Retirement PERS LEOFF</b>			<b>Check 0</b>	<b>9/8/2014</b>	<b>\$54,356.44</b>
08/29/2014	001-000-282-00-00-00	Payroll Liability Retirement	08/2014 LEOFF and PERs Employee and Employer paid	\$54,356.44	
<b>Nationwide Retirement Solution</b>			<b>Check 0</b>	<b>9/8/2014</b>	<b>\$1,150.00</b>
8/29/2014	001-000-282-00-00-00	Payroll Liability Retirement	8/29/2014 Nationwide Deferred Comp Employee paid	\$1,150.00	

Invoice	AccountCode	Account Description	Item Description	Amount
<b>Standard Insurance Company</b>			<b>Check 0</b>	<b>9/8/2014</b>
				<b>\$4,895.76</b>
8/29/14	001-000-284-00-00-00	Payroll Liability Other	Insurance Premiums Employee paid portion	\$104.50
8/29/14	001-002-513-11-20-00	AD-Benefits	Salary Insurance Premiums	\$67.74
8/29/14	001-003-514-20-20-00	CC-Benefits	Salary Insurance Premiums	\$97.61
8/29/14	001-004-514-23-20-00	FI-Benefits	Salary Insurance Premiums	\$122.52
8/29/14	001-005-518-10-20-00	HR-Benefits	Salary Insurance Premiums	\$78.54
8/29/14	001-006-518-80-20-00	IT-Benefits	Salary Insurance Premiums	\$158.44
8/29/14	001-007-558-50-20-00	PL-Benefits	Salary Insurance Premiums	\$243.98
8/29/14	001-007-559-30-20-00	PB-Benefits	Salary Insurance Premiums	\$223.33
8/29/14	001-008-521-20-20-00	LE-Benefits	Salary Insurance Premiums	\$2,575.84
8/29/14	001-010-576-80-20-00	PK-Benefits	Salary Insurance Premiums	\$10.67
8/29/14	001-013-518-30-20-00	GG-Benefits	Salary Insurance Premiums	\$15.76
8/29/14	101-016-542-30-20-00	ST-Benefits	Salary Insurance Premiums	\$593.04
8/29/14	401-070-535-10-20-00	SE-Benefits	Salary Insurance Premiums	\$74.84
8/29/14	410-016-531-10-20-00	SW-Benefits	Salary Insurance Premiums	\$528.95
<b>Washington State Support Registry</b>			<b>Check 0</b>	<b>9/8/2014</b>
				<b>\$402.46</b>
8/29/2014	001-000-284-00-00-00	Payroll Liability Other	Wa State Child Support-Employee paid	\$402.46
<b>EFTPS Electronic Federal Tax Pmt System</b>			<b>Check 0</b>	<b>9/8/2014</b>
				<b>\$49,274.10</b>
54976059	001-000-281-00-00-00	Payroll Liability Taxes	8/29/2014 Federal Taxes Employee and Employer Paid	\$49,274.10
<b>Dept of Retirement (Deferred Comp)</b>			<b>Check 0</b>	<b>9/8/2014</b>
				<b>\$2,005.00</b>
8/29/2014	001-000-282-00-00-00	Payroll Liability Retirement	8/29/2014 State Deferred Comp Employee Paid	\$2,005.00
<b>Ace Hardware</b>			<b>Check 37331</b>	<b>9/8/2014</b>
				<b>\$226.23</b>
43437	001-008-521-20-31-01	LE-Operating Costs	Door repair case #14-1886	\$8.67
43436	001-008-521-20-31-01	LE-Operating Costs	Door repair case #14-1886	\$21.69
43390	001-010-576-80-31-00	PK-Operating Costs	Tools for PW14	\$36.36
43467	001-012-572-20-31-00	CS-Library-Office & Operating	Pipe and Couplings for Library	\$33.62

Invoice	AccountCode	Account Description	Item Description	Amount	
43462	001-012-572-20-31-00	CS-Library-Office & Operating	Pipe and Couplings for Library	\$40.14	
43390	101-016-544-90-31-02	ST-Operating Cost	Tools for PW14	\$36.36	
43108	101-016-544-90-31-02	ST-Operating Cost	Rope/Marking Paint	\$46.13	
43459	101-016-544-90-31-02	ST-Operating Cost	Duct Tape	\$3.26	
<b>ACES</b>			<b>Check 37332</b>	<b>9/8/2014</b>	<b>\$449.00</b>
10088	001-005-517-60-31-00	HR-Safety Program	DOSH Heat Stress Training	\$103.26	
10088	101-016-517-60-31-00	ST-Safety Program	DOSH Heat Stress Training	\$172.87	
10088	410-016-517-60-31-00	SW-Safety Program	DOSH Heat Stress Training	\$172.87	
<b>Ad Specialty</b>			<b>Check 37333</b>	<b>9/8/2014</b>	<b>\$409.30</b>
6069	001-013-518-20-31-00	GG-Operating	City T-Shirts	\$409.30	
<b>Advantage Building Services</b>			<b>Check 37334</b>	<b>9/8/2014</b>	<b>\$936.70</b>
14-0475	001-007-558-50-41-00	PL-Professional Servic	Janitorial Services	\$27.31	
14-0475	001-007-559-30-41-00	PB-Professional Srv	Janitorial Services	\$27.31	
14-0475	001-008-521-20-41-00	LE-Professional Services	Janitorial Services	\$570.00	
14-0475	001-010-576-80-41-00	PK-Professional Services	Janitorial Services	\$18.20	
14-0475	001-012-575-50-41-00	CS-Community Center - Cleaning	Janitorial Services	\$109.25	
14-0475	001-013-518-20-41-00	GG-Professional Service	Janitorial Services	\$148.20	
14-0475	101-016-542-30-41-02	ST-Professional Service	Janitorial Services	\$18.21	
14-0475	410-016-531-10-41-01	SW-Professional Services	Janitorial Services	\$18.22	
<b>Anderson Jennifer</b>			<b>Check 37335</b>	<b>9/8/2014</b>	<b>\$416.66</b>
Sept 2014	001-000-284-00-00-00	Payroll Liability Other	Section 125 Dependent Care Reimb	\$416.66	
<b>Blumenthal Uniforms</b>			<b>Check 37336</b>	<b>9/8/2014</b>	<b>\$325.79</b>
84836-01	001-008-521-20-26-00	LE-Clothing	Shirt/alterations-Lorentzen	\$156.87	
84836	001-008-521-20-26-00	LE-Clothing	Shirts/alterations-Lorentzen	\$145.08	
84921	001-008-521-20-26-00	LE-Clothing	Alterations	\$23.84	
<b>Carquest Auto Parts Store</b>			<b>Check 37337</b>	<b>9/8/2014</b>	<b>\$49.91</b>

Invoice	AccountCode	Account Description	Item Description	Amount
2421-210473	101-016-544-90-31-02	ST-Operating Cost	Antifreeze	\$24.96
2421-210473	410-016-531-10-31-02	SW-Operating Costs	Antifreeze	\$24.95
<b>CDW Government Inc</b>			<b>Check 37338</b>	<b>9/8/2014</b>
				<b>\$389.32</b>
NQ25506	001-006-518-80-31-00	IT-Office Supplies	HP LJ PRO 400 Printer	\$213.41
NP07414	001-006-518-80-31-00	IT-Office Supplies	Replacement Battery Cartridge	\$175.91
<b>City of Lake Stevens</b>			<b>Check 37339</b>	<b>9/8/2014</b>
				<b>\$49.30</b>
14-0475	001-007-558-50-41-00	PL-Professional Servic	Retainage - Advantage Bldg Svcs	\$1.44
14-0475	001-007-559-30-41-00	PB-Professional Srv	Retainage - Advantage Bldg Svcs	\$1.44
14-0475	001-008-521-20-41-00	LE-Professional Services	Retainage - Advantage Bldg Svcs	\$30.00
14-0475	001-010-576-80-41-00	PK-Professional Services	Retainage - Advantage Bldg Svcs	\$0.96
14-0475	001-012-575-50-41-00	CS-Community Center - Cleaning	Retainage - Advantage Bldg Svcs	\$5.75
14-0475	001-013-518-20-41-00	GG-Professional Service	Retainage - Advantage Bldg Svcs	\$7.80
14-0475	101-016-542-30-41-02	ST-Professional Service	Retainage - Advantage Bldg Svcs	\$0.96
14-0475	410-016-531-10-41-01	SW-Professional Services	Retainage - Advantage Bldg Svcs	\$0.95
<b>City of Marysville</b>			<b>Check 37340</b>	<b>9/8/2014</b>
				<b>\$5,307.09</b>
14-013	001-013-512-50-41-00	GG-Municipal Court Fees	Court Citations - July 2014	\$5,307.09
<b>Comcast</b>			<b>Check 37341</b>	<b>9/8/2014</b>
				<b>\$85.71</b>
8/14 0810218	001-008-521-20-42-00	LE-Communication	Internet services - N Lakeshore Dr	\$85.71
<b>ConfirmdeliveryCom</b>			<b>Check 37342</b>	<b>9/8/2014</b>
				<b>\$125.13</b>
05314711	001-008-521-20-31-00	LE-Office Supplies	Passport mailers	\$125.13
<b>Corporate Office Supply</b>			<b>Check 37343</b>	<b>9/8/2014</b>
				<b>\$437.60</b>
153389i	001-008-521-20-31-00	LE-Office Supplies	Waste bin/bus card holder/clock/USB-flash drives/cord/mat	\$366.94
153493i	001-008-521-20-31-00	LE-Office Supplies	Locking laptop station	\$93.39
153566	001-008-521-20-31-00	LE-Office Supplies	Locking laptop station	(\$93.39)
153514i	001-008-521-20-31-00	LE-Office Supplies	Labels/legal & steno pads/Note books	\$70.66

Invoice	AccountCode	Account Description	Item Description	Amount	
<b>Dataquest LLC</b>			<b>Check 37344</b>	<b>9/8/2014</b>	<b>\$130.00</b>
CILKSTE20140831	001-005-518-10-41-00	HR-Professional Services	New Hire Background checks	\$130.00	
<b>Dwayne Lanes</b>			<b>Check 37345</b>	<b>9/8/2014</b>	<b>\$28,628.78</b>
2014 Charger	520-008-594-21-63-00	Capital Equipment	2014 Dodge Charger 2C3CDXKT9EH319826	\$28,628.78	
<b>Evergreen State Heat</b>			<b>Check 37346</b>	<b>9/8/2014</b>	<b>\$614.96</b>
25709	001-007-558-50-48-00	PL-Repairs & Maint.	HVAC Maintenance	\$50.40	
25709	001-008-521-20-48-00	LE-Repair & Maintenance	HVAC Maintenance	\$100.80	
25612	001-012-569-00-31-00	CS-Aging Services-Supplies	HVAC Filters	\$211.78	
25709	001-012-575-50-48-00	CS-Community Center - R & M	HVAC Maintenance	\$100.80	
25709	001-013-518-20-48-00	GG-Repair & Maintenance	HVAC Maintenance	\$100.80	
25709	101-016-542-30-48-00	ST-Repair & Maintenance	HVAC Maintenance	\$25.19	
25709	410-016-531-10-48-00	SW-Repairs & Maintenance	HVAC Maintenance	\$25.19	
<b>Fastenal Company</b>			<b>Check 37347</b>	<b>9/8/2014</b>	<b>\$694.33</b>
WAEV125710	101-016-542-64-31-00	ST-Traffic Control - Supply	Batteries for flashing school zone lights	\$694.33	
<b>Frontier</b>			<b>Check 37348</b>	<b>9/8/2014</b>	<b>\$132.61</b>
8/14 4253340835	001-013-518-20-42-00	GG-Communication	Telephone services	\$25.25	
8/14 4253979674	101-016-542-64-47-00	ST-Traffic Control -Utility	Traffic control modem	\$56.85	
8/14 4253340835	101-016-543-30-42-00	ST-Communications	Telephone services	\$25.26	
8/14 4253340835	410-016-531-10-42-00	SW-Communications	Telephone services	\$25.25	
<b>Glacken Charles</b>			<b>Check 37349</b>	<b>9/8/2014</b>	<b>\$530.00</b>
1	001-008-521-40-49-01	LE-Staff Development	Training - Background Investigations	\$530.00	
<b>Grainger</b>			<b>Check 37350</b>	<b>9/8/2014</b>	<b>\$518.74</b>
9523558543	001-010-576-80-31-00	PK-Operating Costs	Trash grabber/Lopper	\$32.28	

Invoice	AccountCode	Account Description	Item Description	Amount	
9523782747	001-010-576-80-31-00	PK-Operating Costs	Binder chain	\$27.97	
9521260928	001-010-576-80-31-00	PK-Operating Costs	Adjustable Wrench	\$27.41	
9518711669	001-010-576-80-31-00	PK-Operating Costs	Silicone Lubricant	\$30.36	
9523558543	101-016-544-90-31-02	ST-Operating Cost	Trash grabber/Lopper	\$32.27	
9523782747	101-016-544-90-31-02	ST-Operating Cost	Binder chain	\$27.97	
9524522977	101-016-544-90-31-02	ST-Operating Cost	Sledge Hammer/Lever Load Binder	\$49.21	
9518711669	101-016-544-90-31-02	ST-Operating Cost	Silicone Lubricant	\$30.36	
9521260928	101-016-544-90-31-02	ST-Operating Cost	Adjustable Wrench	\$27.40	
9521260928	410-016-531-10-31-02	SW-Operating Costs	Adjustable Wrench	\$27.40	
9524522977	410-016-531-10-31-02	SW-Operating Costs	Sledge Hammer/Lever Load Binder	\$49.21	
9523558543	410-016-531-10-31-02	SW-Operating Costs	Trash grabber/Lopper	\$32.27	
9523782747	410-016-531-10-31-02	SW-Operating Costs	Binder chain	\$27.96	
9518711669	410-016-531-10-31-02	SW-Operating Costs	Silicone Lubricant	\$30.35	
9524522951	410-016-531-10-31-02	SW-Operating Costs	Battery/Hand drilling hammer	\$66.32	
<b>Integra Telecom Inc</b>			<b>Check 37351</b>	<b>9/8/2014</b>	<b>\$924.73</b>
12255506	001-002-513-11-42-00	AD-Communications	Telephone service	\$13.59	
12255506	001-003-514-20-42-00	CC-Communications	Telephone service	\$27.19	
12255506	001-004-514-23-42-00	FI-Communications	Telephone service	\$27.19	
12255506	001-005-518-10-42-00	HR-Communications	Telephone service	\$13.59	
12255506	001-006-518-80-42-00	IT-Communications	Telephone service	\$40.78	
12255506	001-007-558-50-42-00	PL-Communication	Telephone service	\$88.40	
12255506	001-007-559-30-42-00	PB-Communication	Telephone service	\$13.59	
12255506	001-008-521-20-42-00	LE-Communication	Telephone service	\$462.37	
12255506	001-012-575-30-42-00	CS-Historical-Communications	Telephone service	\$13.59	
12255506	001-012-575-50-42-00	CS-Community Center - Comm	Telephone service	\$13.59	
12255506	001-013-518-20-42-00	GG-Communication	Telephone service	\$54.37	
12255506	101-016-543-30-42-00	ST-Communications	Telephone service	\$78.24	

Invoice	AccountCode	Account Description	Item Description	Amount
12255506	410-016-531-10-42-00	SW-Communications	Telephone service	\$78.24
<b>Lake Stevens Mini Mart</b>			<b>Check 37352</b>	<b>9/8/2014</b>
Tran18001	001-008-521-21-32-00	LE-Boating-Fuel	Fuel for Police Boat	\$120.61
Tran17985	001-008-521-21-32-00	LE-Boating-Fuel	Fuel for Police Boat	\$120.69
<b>Lake Stevens Police Guild</b>			<b>Check 37353</b>	<b>9/8/2014</b>
8/29/2014	001-000-284-00-00-00	Payroll Liability Other	8/29/2014 Union Dues	\$992.50
<b>Lake Stevens School District</b>			<b>Check 37354</b>	<b>9/8/2014</b>
935	001-007-559-30-32-00	PB-Fuel	Fuel for July 2014	\$204.64
935A	001-008-521-20-32-00	LE-Fuel	Fuel for July 2014	\$6,918.61
935	001-010-576-80-32-00	PK-Fuel Costs	Fuel for July 2014	\$1.25
935	101-016-542-30-32-00	ST-Fuel	Fuel for July 2014	\$886.40
935	410-016-531-10-32-00	SW-Fuel	Fuel for July 2014	\$887.96
<b>Lambier Jeff</b>			<b>Check 37355</b>	<b>9/8/2014</b>
Sept Per Diem	001-008-521-20-43-00	LE-Travel & Meetings	Travel Per Diem for Sept Training	\$234.00
<b>Northwest Cascade Inc</b>			<b>Check 37356</b>	<b>9/8/2014</b>
1-993830	001-010-576-80-45-00	PK-Equipment Rental	Honey Bucket Rental - Swim beach	\$80.00
1-993647	001-010-576-80-45-00	PK-Equipment Rental	Honey Bucket Rental - Boat Launch	\$80.00
<b>Partsmaster</b>			<b>Check 37357</b>	<b>9/8/2014</b>
20814042	101-016-544-90-31-02	ST-Operating Cost	Hazard Tape	\$20.97
20814042	410-016-531-10-31-02	SW-Operating Costs	Hazard Tape	\$20.96
<b>Republic Services 197</b>			<b>Check 37358</b>	<b>9/8/2014</b>
0197001743895	001-010-576-80-31-00	PK-Operating Costs	Dumpster services - Lundeen park	\$243.97
0197001743895	001-010-576-80-45-00	PK-Equipment Rental	Dumpster services - Lundeen park	\$13.20
0197001744697	001-013-518-20-31-00	GG-Operating	Dumpster services - City Hall	\$108.66
0197001744697	001-013-518-20-45-00	GG-Equipment Rental	Dumpster services - City Hall	\$14.15
0197001744080	101-016-542-30-45-00	ST-Rentals-Leases	Dumpster services - City Shop	\$7.65
0197001744080	101-016-544-90-31-02	ST-Operating Cost	Dumpster services - City Shop	\$170.87

Invoice	AccountCode	Account Description	Item Description	Amount
0197001744080	410-016-531-10-31-02	SW-Operating Costs	Dumpster services - City Shop	\$170.87
0197001744080	410-016-531-10-45-00	SW-Equipment Rental	Dumpster services - City Shop	\$7.65
<b>Safe Kids</b>			<b>Check 37359</b>	<b>9/8/2014</b>
9/22 Class	001-008-521-40-49-01	LE-Staff Development	Training - KIDZ CPS Update class	\$20.00
<b>Sexauer</b>			<b>Check 37360</b>	<b>9/8/2014</b>
315823146	001-012-575-50-31-00	CS-Community Center-Ops	Flush valves for Comm Ctr toilets	\$274.90
<b>Snohomish County PUD</b>			<b>Check 37361</b>	<b>9/8/2014</b>
124101969	001-010-576-80-47-00	PK-Utilities	203599006	\$95.98
124101969	101-016-543-50-47-00	ST-Utilities	203599006	\$95.98
124101969	410-016-531-10-47-00	SW-Utilities	203599006	\$95.98
100144559	410-016-531-20-47-00	SW-Aerator Utilities	202427720	\$33.99
114149752	410-016-531-20-47-00	SW-Aerator Utilities	202150405	\$313.92
<b>Snohomish County PW V</b>			<b>Check 37362</b>	<b>9/8/2014</b>
1000366135	001-008-521-20-48-00	LE-Repair & Maintenance	Vehicle and radio repair	\$755.78
1000366135	101-016-542-30-48-00	ST-Repair & Maintenance	Vehicle repair	\$179.32
1000366135	410-016-531-10-48-00	SW-Repairs & Maintenance	Vehicle repair	\$179.31
<b>Sound Publishing Inc</b>			<b>Check 37363</b>	<b>9/8/2014</b>
EDH582827	001-007-558-50-41-03	PL-Advertising	LUA2014 74 & 8 Huber Map Amend	\$67.20
EDH582800	001-007-558-50-41-03	PL-Advertising	LUA2014-0058-Frontage Rd	\$86.12
EDH582832	001-007-558-50-41-03	PL-Advertising	LUA2014-0009 Kjorsivk Map Amend	\$72.36
EDH583521	001-013-518-30-41-01	GG-Advertising	Council Workshop	\$36.24
<b>Sound Publishing Inc</b>			<b>Check 37364</b>	<b>9/8/2014</b>
EDH586181	101-016-542-30-41-01	ST-Advertising	Help Wanted-Cival Engineer	\$99.50
EDH586181	410-016-531-10-41-05	SW-Advertising	Help Wanted-Cival Engineer	\$99.50
<b>Summit Law Group</b>			<b>Check 37365</b>	<b>9/8/2014</b>
68809	001-008-521-20-41-02	LE-Professional Srv-Legal	Legal services-Guild Bargaining	\$180.00

Invoice	AccountCode	Account Description	Item Description	Amount	
<b>Tacoma Screw Products Inc</b>			<b>Check 37366</b>	<b>9/8/2014</b>	<b>\$72.05</b>
18049909	101-016-544-90-31-02	ST-Operating Cost	Nuts/screws/washers	\$36.03	
18049909	410-016-531-10-31-02	SW-Operating Costs	Nuts/screws/washers	\$36.02	
<b>Teamsters Local No 763</b>			<b>Check 37367</b>	<b>9/8/2014</b>	<b>\$560.50</b>
8/2014	001-000-284-00-00-00	Payroll Liability Other	8/2014 Union dues	\$560.50	
<b>Thomas Dean</b>			<b>Check 37368</b>	<b>9/8/2014</b>	<b>\$32.57</b>
8/28 exp rpt	001-008-521-20-31-01	LE-Operating Costs	Cell phone case	\$32.57	
<b>Thomas Jennifer</b>			<b>Check 37369</b>	<b>9/8/2014</b>	<b>\$19.66</b>
mileage	001-007-558-50-43-00	PL-Travel & Mtgs	Mileage to record document at Sno Co	\$19.66	
<b>United Way of Snohomish Co</b>			<b>Check 37370</b>	<b>9/8/2014</b>	<b>\$181.68</b>
8/2014	001-000-284-00-00-00	Payroll Liability Other	8/2014 United Way Employee contributions	\$181.68	
<b>WAPRO</b>			<b>Check 37371</b>	<b>9/8/2014</b>	<b>\$175.00</b>
2014	001-003-514-20-49-02	CC-Staff Development	2014 WAPRO training	\$175.00	
<b>Washington Aerospace Prtnrship</b>			<b>Check 37372</b>	<b>9/8/2014</b>	<b>\$1,000.00</b>
1181	001-013-518-20-49-00	GG-Miscellaneous	2014-2015 membership	\$1,000.00	
<b>Washington Teamsters Welfare Trust</b>			<b>Check 37373</b>	<b>9/8/2014</b>	<b>\$1,308.60</b>
8/29/14	001-010-576-80-20-00	PK-Benefits	Teamster Dental Premiums	\$8.72	
8/29/14	001-013-518-30-20-00	GG-Benefits	Teamster Dental Premiums	\$13.09	
8/29/14	101-016-542-30-20-00	ST-Benefits	Teamster Dental Premiums	\$630.31	
8/29/14	401-070-535-10-20-00	SE-Benefits	Teamster Dental Premiums	\$26.17	
8/29/14	410-016-531-10-20-00	SW-Benefits	Teamster Dental Premiums	\$630.31	
<b>Total Disbursements</b>				<b>\$253,328.44</b>	



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

Monday, August 25, 2014  
Lake Stevens School District Educational Service Center (Admin. Bldg.)  
12309 22<sup>nd</sup> Street N.E. Lake Stevens

CALL TO ORDER: 6:00 p.m. by Council President Kim Daughtry

COUNCILMEMBERS PRESENT: Todd Welch, Kathy Holder, Marcus Tageant, Sam Low and John Spencer, Suzanne Quigley (arrived at 6:35 p.m.)

COUNCILMEMBERS ABSENT: None

STAFF MEMBERS PRESENT: City Administrator Jan Berg, Planning Director Becky Ableman, Finance Director/City Clerk Barb Stevens, Public Works Director Mick Monken, Human Resource Director Steve Edin, Chief Dan Lorentzen, and Deputy City Clerk Kathy Pugh

OTHERS: Mayor Vern Little

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Council discussed the following: Identification of topics for future planning.

**Adjourn.** 6:45 p.m.

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Kim Daughtry, Council President

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Barb Stevens, Finance Director/City Clerk



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

Monday, August 25, 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: Todd Welch, Suzanne Quigley, Kathy Holder, Kim Daughtry, Marcus Tageant, Sam Low and John Spencer

COUNCILMEMBERS ABSENT: None.

STAFF MEMBERS PRESENT: City Administrator Jan Berg, Planning Director Becky Ableman, Finance Director/City Clerk Barb Stevens, Public Works Director Mick Monken, Police Chief Dan Lorentzen, Deputy City Clerk Kathy Pugh, Human Resources Director Steve Edin, and City Attorney Grant K. Weed

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**Guest Business:** None.

**Administrative Oath of Office:**

Mayor Little administered the oath of office to Police Chief Daniel Lorentzen. Police Chief Daniel Lorentzen administered the oath of office to Police Commander Dennis Taylor. Chief Lorentzen thanked the Council for their support of the Police Department.

**Consent Agenda:**

Mayor Little advised that Consent Agenda Item (D) Resolution 2014-5 adopting Policy P-1-2014 re Roadside Memorial Program is moved to Action Item (B) at the request of Staff.

MOTION: Councilmember Tageant moved, Councilmember Daughtry seconded, to approve the Consent Agenda: (A) Approve 2014 vouchers [Payroll Direct Deposits 8/15/2014 for \$140,243.35, (B) Payroll Checks 37267-37268 for \$5,216.29, Tax Deposits 8/15/2014 of \$60,500.21, Electronic Funds Transfers ACH of \$3,726.65, Claims Checks 37268-37327 for \$110,898.54, Void Check 37270 for \$91.75, Total Vouchers Approved for \$320,493.29], (B) Approve Council regular meeting minutes of August 11, 2014, (C) Approve 2014 Budget Amendment #3 – Ordinance 915. Councilmember Low moved, Councilmember Welch seconded, to approve the Consent Agenda. Motion passed unanimously (7-0-0-0).

**Action Items:**

**Ordinance 914 Establishing a Salary Commission.** Human Resources Director Steve Edin reviewed Ordinance 914 creating a new Chapter 2.51 entitled “Salary Commission” to the Lake Stevens Municipal Code. Responding to Councilmember Quigley’s question regarding Section 2.51.060 Referendum, Director Edin replied and City Attorney Weed confirmed, that state statute requires a referendum process to allow for a vote in the event citizens disagree with salary commission recommendations for salary increases.

MOTION: Councilmember Spencer moved, Councilmember Tageant seconded, to approve Ordinance 914 Establishing a Salary Commission. The motion passed unanimously (7-0-0-0).

**Resolution 2014-5 adopting Policy P-1-2014 re Roadside Memorial Program.** Public Works Director Mick Monken reviewed that the four changes Council requested to the proposed Policy P-1-2014 re Roadside Memorial Program at its August 11, 2014 meeting have been made. Director Monken further said that Section 6. Short Term Memorial providing for a one time temporary memorial has an additional change limiting the length of time for the temporary memorial 30 days, however, the length of time is at Council discretion. Council concurred that 30 days is an appropriate length of time. After discussion Council requested in the same paragraph that the parenthetical referencing a distraction to motorists be removed.

MOTION: Councilmember Daughtry moved, Councilmember Welch seconded, to approve Resolution 2014-5 adopting Policy P-1-2014 re Roadside Memorial Program with the requested change removing the parenthetical language in Section 6. Short Term Memorial. The motion passed unanimously (7-0-0-0).

**Discussion Items:** None.

**Council Person's Business:** Councilmembers reported on the following: Holder: volunteered at Ironman; Welch: Movie in the Park was very successful and well attended; Low: attended Snohomish County and Cities dinner; Daughtry: attended Snohomish County and Cities dinner and Family Center action committee.

**Mayor's Business:** Working on budget and reported on King 5 follow up.

**Staff Reports:** Staff reported on the following: City Administrator Berg: Library Board will provide an update on the findings from the focus groups at the September 22, 2014 Council meeting; Planning Director Ableman: Cavalero Park master planning is underway with the ad hoc committee meeting scheduled for September 4, 2014 and a public open house scheduled for September 9, 2014, Snohomish County Tomorrow Steering Committee General Assembly is next month, Ironman was very successful, Planning Commission met last week and received updates on the 2014 Comprehensive Plan and survey results for the 2015 Comprehensive Plan update, Park Board meets September 26, 2014; Public Works Director Monken: met with Snohomish County and Community Transit regarding mini roundabouts and Community Transit has agreed to work with the City on these roundabouts, the road work widening the shoulder of South Lake Stevens Road will begin next month; Police Chief Lorentzen: will bring new officers for introduction next month; Human Resources Director Edin: updated on current recruiting.

**Executive Session:** Mayor Little recessed the meeting at 7:33 p.m. and announced Executive Session to begin at 7:40 p.m. for 15 minutes to discuss litigation and potential litigation, with no action to follow. At 7:55 p.m. Mayor Little announced the executive session would extend an additional five to ten minutes. Executive session concluded at 8:01 p.m.

**Adjourn:** Councilmember Daughtry moved, Councilmember Spencer seconded, to adjourn the meeting at 8:02 p.m. Motion carried unanimously (7-0-0-0).

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Vern Little, Mayor

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Kathy Pugh, Deputy City Clerk



LAKE STEVENS CITY COUNCIL  
**STAFF REPORT**

**Council Agenda Date:** September 8, 2014

**Subject:** Final Plat – Stonebriar Phase 2 (LUA2014-0061)

**Contact Person/Department:** Russ Wright **Budget Impact:** N/A

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**RECOMMENDATION(S)/ACTION REQUESTED OF COUNCIL:** Hold a public meeting pursuant to LSMC 14.18.035(a) and accept Stonebriar Subdivision Phase 2 (LUA2014-0061) by motion.

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**SUMMARY:** Public meeting and City Council acceptance of the final plat of Stonebriar Phase 2 – a subdivision of 38 acres into 129 single-family lots.

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

Snohomish County issued a SEPA Determination of Non-Significance for the project August 25, 2006. Snohomish County approved a 193-lot Planned Residential Development subdivision on approximately 38 acres on November 17, 2006. The city of Lake Stevens annexed the property December 31, 2009. The city of Lake Stevens approved an administrative modification to the preliminary plat approval April 22, 2011 reducing the number of lots from 193 lots to 174 and a second modification on August 8, 2013 to reconfigure several lots and tracts. The Lake Stevens City Council approved Phase 1 on December 09, 2013.

The proponent submitted an application for Final Plat approval on August 20, 2014. The city issued a Notice of Application and Public Meeting for the final subdivision on August 27, 2014.

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

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**APPLICABLE CITY POLICIES:** Chapter 14.18 LSMC - Subdivisions, Boundary Line Adjustments and Binding Site Plans and Chapter 14.16B LSMC

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

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**ATTACHMENTS:**

Final Plat Recommendation with exhibits



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

September 4, 2014

Stonebriar Phase 2

LUA2014-0061

**A. PROJECT DESCRIPTION AND REQUEST**

**Project Description:**

Snohomish County approved a 193-lot Planned Residential Development subdivision of approximately 38 acres on November 17, 2006. The city of Lake Stevens annexed the property December 31, 2009. This project vests to Snohomish County Code (SCC) 30.42B (ORD 04-003). The subdivision includes landscape, open space, and recreational areas. The city of Lake Stevens approved an administrative modification to the preliminary plat approval April 22, 2011 reducing the number of lots from 193 lots to 174 and a second modification on August 8, 2013 to reconfigure several lots and tracts. The city of Lake Stevens approved the construction plans for the subdivision September 5, 2012 and revised construction plans on September 13, 2013. The Lake Stevens City Council approved Phase 1 on December 09, 2013. Phase 1 included 45 lots, tracts and new roads.

The city of Lake Stevens received a final plat application for Stonebriar Phase 2 on August 20, 2014. Phase 2 includes 129 proposed lots, tracts and new roads. The proponent has met the requirements for final plat approval in Phase 2 and has installed required improvements or provided necessary financial securities before recording.

Along with the approval of Phase 2, the proponent will dedicate rights-of-way (new roads) to the city of Lake Stevens. The Association of Stonebriar Homeowners will be responsible for maintenance of stormwater facilities and private open spaces.

**B. GENERAL INFORMATION**

1. Property Owner/ Applicant: SSHI, LLC dba DR Horton  
12910 Totem Lake Blvd NE, Suite 220  
Kirkland, WA 98034
2. Contact Person: Raelyn Hulquist  
SSHI, LLC dba DR Horton  
12910 Totem Lake Blvd NE, Suite 220  
Kirkland, WA 98034
3. Property Address: 7713 20<sup>th</sup> St SE  
Lake Stevens, WA 98258
4. Comprehensive Plan Land Use Designations, Zoning Designation and Existing Land Uses of the Site and Surrounding Area:

AREA	LAND USE DESIGNATION	ZONING	EXISTING USE
Project Site	Medium Density Residential	Urban Residential	Residential
North of Site	Medium Density Residential	Urban Residential	Residential
South of Site	Medium Density Residential	Urban Residential	Residential
East of Site	Local Commercial	Local Business	Residential
West of Site	Medium Density Residential	Suburban Residential	Residential

5. Public Utilities and Services Provided by:

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

**C. ENVIRONMENTAL REVIEW**

Snohomish County issued a SEPA Determination of Non-Significance the project on August 25, 2006.

**D. FINDINGS OF FACT**

1. Application Process: The city of Lake Stevens received a complete application for the Final Plat approval on August 20, 2014 (**Exhibit 1**) including an application, final plat map (**Exhibit 2**), title report, closing calculations, plat name certification and declaration of covenants, conditions and restrictions.

City staff issued a Notice of Application and Public Meeting for the project on August 27, 2014 (**Exhibit 3**). The notice was mailed to all property owners within 300 feet, posted on the subject property, and posted at city Hall. At the time that this staff report was authored no comments had been received.

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

2. Density and Dimensional Standards: Density and dimensional standard review was completed during preliminary plat approval by Snohomish County. The city has confirmed the proposed final plat complies with the preliminary plat approval. No encroachments have been identified by the city during review.
3. Stormwater Management: Stormwater impacts were reviewed during preliminary plat approval and construction plan approval. City staff has reviewed and inspected all required stormwater improvements. The applicant will provide financial securities for any remaining or incomplete stormwater items in addition to maintenance securities for road improvements.
4. Traffic Impacts: Snohomish County reviewed traffic impacts for this project during preliminary plat approval. Traffic impact fees have been calculated to address these impacts. These fees have been noted on the face of the final plat document, and will be collected prior to building permit issuance.
5. Public Roads and Frontage Improvements: Access to new lots within the subdivision will be from new public roads, constructed to applicable Snohomish County standards. New roads and required frontage improvements have been constructed to the approved plans. The applicant has provided financial securities for any remaining or incomplete road items. In addition, the proponent will dedicate new internal roads to the city.

6. Utilities: Public utilities have been installed to serve all of the proposed lots in the proposed subdivision. The Snohomish County PUD (water and electricity) and Lake Stevens Sewer District have granted approval for the utility improvements.
7. Fire Department Review: The Fire Marshall for the Lake Stevens Fire District has reviewed the proposed subdivision and approved the design as shown on the final plat drawings.
8. Impact Fees: Impact fees are required for the lots in the proposed subdivision and were defined in the preliminary plat approval or as revised. The following fees are indicated on the face of the plat and shall be collected prior to building permit issuance:
  - a. \$3,191.67 per lot for mitigation of impacts to county roads paid to the city of Lake Stevens (two lots shall receive credit for traffic impact fees).  
\$92.20 per lot for WSDOT impacts, paid directly to WSDOT.
  - b. The dwelling units within the development are subject to park impact fees ... based on the fee in effect at the time of building permit issuance.
  - c. The lots within the subdivision will be subject to school impact mitigation fees ... within the base fee schedule in effect at the time of building permit application ... credit shall be given for six existing lots (credit was provided to lots 1 through 6 of Phase 1).

**E. CONCLUSIONS**

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

**F. RECOMMENDATION**

The Planning and Community Development Department recommends **APPROVAL**, of the Final Plat for Stonebriar Phase 2, **subject to the conditions in Section G:**

**G. RECOMMENDED CONDITIONS**

The proponent shall meet the following required conditions in order to receive Final Plat approval:

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

**H. APPEALS**

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

**I. EXHIBITS**

1. Final Plat Application received August 20, 2014
2. Final Plat of Stonebriar Phase 2
3. Notice of Application and Public Meeting issued August 27, 2014

Signed Original on file.

September 4, 2014

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Russell Wright, *Senior Planner*

Date

Distributed to the Following Parties:

1. Lake Stevens City Council
2. Raelyn Hulquist, contact



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

<b>To Be Completed By Staff</b>	
Date of Application:	<u>8-20-14</u>
Staff Initials:	<u>gl</u>
Permit Number:	<u>LWA 2014-0061</u>

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

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

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

<b>Property Information</b>	Site Address: Northwest corner of 20 <sup>th</sup> ST SE and 79 <sup>th</sup> Ave SE <span style="float: right; color: blue;">7713</span>			
	Assessor Parcel No: 01136200090100	Area of property	Square Feet:	Acres:
	Land Use Designation: Urban Residential		Zoning: Urban Residential	
	Number of Buildings on Site/:		Number to be Retained:	
	Existing Impervious Surface Area:		Proposed Impervious Surface Area:	
<b>Applicant</b>	Name/Company: SSHI, LLC dba DR Horton			
	Address: 12910 Totem Lake Blvd NE #220		City/State/Zip: Kirkland, WA 98034	
	Phone: 425.821.3400 ext. 5114		Applicants relationship to owner: Owner - Employer	
	Fax: 817.928.6129		Email: rhulquist@drhorton.com	
<b>Primary Contact</b>	Name/Company: SSHI, LLC dba DR Horton – Raelyn Hulquist			
	Address: 12910 Totem Lake Blvd. NE #220		City/State/Zip: Kirkland, WA 98034	
	Phone: 425.821.3400 ext. 5114		Email: rhulquist@drhorton.com	
	Fax: 817.928.6129			

<b>Property Owner</b>	Name/Company: SSHI, LLC dba DR Horton				
	Address: 12910 Totem Lake Blvd. NE #220		City/State/Zip: Kirkland, WA 98034		
	Phone: 425.821.3400 Ext. 5114		Email: rhulquist@drhorton.com		
	Fax: 817-928-6129				
<b>Project Description</b>	Grading Quantities N/A	Cut: N/A		Fill: N/A	
	Proposed project/land use (attach additional sheets if necessary):				
	Final Plat Application for Phase 2 of our Stonebriar Subdivision.				
<b>Building Information</b>	Gross Floor Area of Existing and Proposed Buildings: N/A				
	Bldg 1:	Bldg: 2	Bldg 3:	Bldg 4:	Bldg 5:
	Gross Floor Area by Use of Buildings (please describe use as well as floor area):				
	Use 1:				
	Use 2:				
	Use3:				
	Use4:				

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

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

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

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

*SSHI LLC, dba DR Horton*

By:   
 Signature of Property Owner/Agent

8/13/14  
 Date of Application

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





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

**To be completed by staff**

Date of Application: \_\_\_\_\_

Staff Initials: \_\_\_\_\_

Permit Number: \_\_\_\_\_

**STATEMENT OF OWNERSHIP/APPLICANT AUTHORITY**

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

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

**Applicant SSHI, LLC dba DR Horton**

Signature: Tia Brotherton Heim

Name: Tia Brotherton Heim

Address: 12910 Totem Lake Blvd. NE, #220  
Kirkland, WA 98034

Phone: 425.821.3400 ext. 5114

Email address: rhulquist@drhorton.com

**Property Owner(s)**

**SSHI, LLC dba DR Horton**

Signature: Tia Brotherton Heim

Name: Tia Brotherton Heim

Address: 12910 Totem Lake Blvd. NE, #220  
Kirkland, WA 98034

Phone: 425.821.3400 ext. 5114

Email address: rhulquist@drhorton.com

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

Name: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

Phone: \_\_\_\_\_

Email address: \_\_\_\_\_

# STONEBRIAR PHASE 2

NW 1/4 AND SW 1/4 OF THE SE 1/4, SECTION 23, TOWNSHIP 29N, RANGE 5E, W.M.  
CITY OF LAKE STEVENS, SNOHOMISH COUNTY, WASHINGTON  
CFN 2011-2

VOL/PG

## LEGAL DESCRIPTION

TRACTS 901 AND 991, STONEBRIAR PHASE 1, ACCORDING TO THE PLAT THEREOF RECORDED UNDER RECORDING NUMBER 201312125001, AND AMENDED BY AFFIDAVITS OF MINOR CORRECTION AS RECORDED UNDER AUDITOR'S FILE NUMBERS 201406110522 AND 201407140148 SNOHOMISH COUNTY, WASHINGTON.

## EASEMENTS AND RESTRICTIONS

1. NO FURTHER DIVISION OF ANY LOT IS ALLOWED WITHOUT SUBMITTING FOR A NEW SUBDIVISION OR SHORT SUBDIVISION.
2. THE SALE OR LEASE OF LESS THAN A WHOLE LOT IN ANY SUBDIVISION PLATTED IS EXPRESSLY PROHIBITED EXCEPT IN COMPLIANCE WITH CITY SUBDIVISION CODE IN EFFECT.
3. ALL LANDSCAPED AREAS IN PUBLIC RIGHT-OF-WAY SHALL BE MAINTAINED BY THE HOA, AND MAY BE REDUCED OR ELIMINATED IF DEEMED NECESSARY FOR OR DETRIMENTAL TO CITY ROAD PURPOSES.
4. LOTS 1 THROUGH 129 HAVE BEEN APPROVED BASED UPON AN APPROVED DRAINAGE PLAN. SEE DRAINAGE PLANS FOR DETAILS.
5. PRIOR APPROVAL MUST BE OBTAINED FROM THE DIRECTOR OF PUBLIC WORKS BEFORE ANY STRUCTURES, FILL OR OBSTRUCTIONS, INCLUDING FENCES, ARE LOCATED WITHIN ANY DRAINAGE EASEMENT, DELINEATED FLOOD PLAIN AREA OR DRAINAGE SWALE.
6. CHAPTER 30.66B SCC REQUIRES THE NEW LOT MITIGATION PAYMENTS IN THE AMOUNTS SHOWN BELOW FOR EACH SINGLE-FAMILY RESIDENTIAL BUILDING PERMIT.  
\$3,191.67 PER LOT FOR MITIGATION OF IMPACTS ON ROADS PAID TO THE CITY OF LAKE STEVENS.  
\$92.20 PER LOT FOR WSDOT IMPACTS, PAID DIRECTLY TO WSDOT.
7. THE DWELLING UNITS WITHIN THE DEVELOPMENT ARE SUBJECT TO THE PARK IMPACT FEES AS MITIGATION FOR IMPACTS TO THE PARK SYSTEM. PARK IMPACT FEES SHALL BE BASED ON THE FEE IN EFFECT AT THE TIME OF BUILDING PERMIT ISSUANCE.
8. THE LOTS WITHIN THIS SUBDIVISION WILL BE SUBJECT TO SCHOOL IMPACT MITIGATION FEES FOR THE LAKE STEVENS SCHOOL DISTRICT TO BE DETERMINED BY THE CERTIFIED AMOUNT WITHIN THE BASE FEE SCHEDULE IN EFFECT AT THE TIME OF BUILDING PERMIT APPLICATION, AND TO BE COLLECTED PRIOR TO BUILDING PERMIT ISSUANCE, IN ACCORDANCE WITH THE PROVISIONS OF SCC 30.66C.010 CREDIT SHALL BE GIVEN FOR SIX EXISTING LOTS.
9. ALL OPEN SPACE SHALL BE PROTECTED AS OPEN SPACE IN PERPETUITY. USE OF OPEN SPACE TRACTS IN THIS SUBDIVISION IS RESTRICTED TO THOSE USES APPROVED FOR THE PLANNED RESIDENTIAL DEVELOPMENT, TO INCLUDE ANY CRITICAL AREAS AND THEIR BUFFERS, OPEN PLAY AREAS, SPORTS COURTS, TOT LOTS, TRAILS, DRAINAGE FACILITIES, PICNIC TABLES, BENCHES, AND REQUIRED LANDSCAPE IMPROVEMENTS AS SHOWN ON THE APPROVED SITE PLAN AND THE APPROVED LANDSCAPE PLAN. COVENANTS, CONDITIONS AND RESTRICTIONS AS RECORDED WITH THE PLAT, AND AS MAY BE AMENDED IN THE FUTURE, SHALL INCLUDE PROVISIONS FOR CONTINUING PRESERVATION AND MAINTENANCE OF THE USES, FACILITIES AND LANDSCAPING WITHIN THE OPEN SPACE AS APPROVED AND CONSTRUCTED.
10. ALL NATIVE GROWTH PROTECTION AREAS SHALL BE LEFT PERMANENTLY UNDISTURBED IN A SUBSTANTIALLY NATURAL STATE, NO CLEARING, GRADING, FILLING, BUILDING CONSTRUCTION OR PLACEMENT, OR ROAD CONSTRUCTION OF ANY KIND SHALL OCCUR, EXCEPT REMOVAL OF HAZARDOUS TREES. THE ACTIVITIES AS SET FORTH IN SCC 30.91N.010 ARE ALLOWED WHEN APPROVED BY THE CITY OF LAKE STEVENS.
11. ANY LOT THAT INCLUDES OR IS ADJACENT TO A RETAINING WALL OR ROCKERY INSTALLED BY THE DEVELOPER THAT IS ADJACENT TO OR STRADDLES ONE OR MORE PROPERTY LINES SHALL BE SUBJECT TO A PERMANENT EASEMENT GRANTED TO THE LOT OWNER ON THE OTHER SIDE OF SUCH RETAINING WALL OR ROCKERY FOR PURPOSES OF MAINTAINING AND REPAIRING SUCH RETAINING WALL OR ROCKERY. REPAIR AND MAINTENANCE OF SUCH RETAINING WALL OR ROCKERY SHALL BE THE SHARED RESPONSIBILITY OF THE LOT OWNERS ON BOTH SIDE OF SUCH RETAINING WALL OR ROCKERY.
12. NO DIRECT ACCESS TO 20TH STREET SE OR 79TH AVENUE SHALL BE PERMITTED FOR ANY LOT WITHIN THIS SUBDIVISION.
13. ALL PUBLIC STORM DRAINAGE EASEMENT (DE) WITHIN THE PLAT OF STONEBRIAR ARE HEREBY RESERVED FOR AND GRANTED TO THE CITY OF LAKE STEVENS.
14. SUBJECT TO EASEMENT INCLUDING THE TERMS AND PROVISIONS CONTAINED THEREIN AS RECORDED UNDER AUDITOR'S FILE NUMBER 7708150119.  
A PORTION OF THE EASEMENT IS EXTINGUISHED RECORDED UNDER RECORDING NO. 201308070706.
15. SUBJECT TO EASEMENT INCLUDING THE TERMS AND PROVISIONS CONTAINED THEREIN AS RECORDED UNDER AUDITOR'S FILE NUMBER 200708160941.
16. THE DRAINAGE FACILITY MAINTENANCE COVENANT RECORDED UNDER SNOHOMISH COUNTY AUDITOR'S FILE NO. 200702090228, IS HEREBY RELEASED BY THE COUNTY AND REPLACED WITH THE DRAINAGE FACILITY MAINTENANCE COVENANT HEREON. SEE "DRAINAGE FACILITY MAINTENANCE COVENANT" SHEET 3 OF 10.
17. SUBJECT TO THE TERMS AND PROVISIONS CONTAINED IN THE DOCUMENT ENTITLED "SUTHERLAND PHASE I DEVELOPER EXTENSION AGREEMENT" AS RECORDED UNDER AUDITOR'S FILE NUMBER 201110270581.
18. SUBJECT TO THE TERMS AND PROVISIONS CONTAINED IN THE DOCUMENT ENTITLED "SUTHERLAND PHASE II DEVELOPER EXTENSION AGREEMENT" AS RECORDED UNDER AUDITOR'S FILE NUMBER 201110270582.
19. SUBJECT TO THE TERMS AND PROVISIONS CONTAINED IN THE DOCUMENT ENTITLED "SUTHERLAND PHASE II DEVELOPER EXTENSION AGREEMENT" AS RECORDED UNDER AUDITOR'S FILE NUMBER 201110270582 AND MODIFIED BY ADDENDUM RECORDED UNDER AUDITOR'S FILE NUMBER 201401160143.

## EASEMENTS AND RESTRICTIONS (CONTINUED)

20. SUBJECT TO THE TERMS AND PROVISIONS CONTAINED IN THE DOCUMENT ENTITLED "STORM DRAINAGE EASEMENT" AS RECORDED UNDER AUDITOR'S FILE NUMBER 201202030506.
21. SUBJECT TO RESERVATIONS AND EXCEPTIONS, INCLUDING THE TERMS AND CONDITIONS THEREOF AS RECORDED UNDER AUDITOR'S FILE NUMBER 201207310661.
22. SUBJECT TO EASEMENT INCLUDING THE TERMS AND PROVISIONS CONTAINED THEREIN AS RECORDED UNDER AUDITOR'S FILE NUMBER 201305030320.
23. SUBJECT TO THE TERMS AND PROVISIONS CONTAINED IN THE ENTITLED "EASEMENT AGREEMENT" AS RECORDED UNDER AUDITOR'S FILE NUMBER 201311180510.
24. SUBJECT TO ANY AND ALL OFFERS OF DEDICATION, CONDITIONS, RESTRICTIONS, EASEMENTS, FENCE LINE/ BOUNDARY DISCREPANCIES, NOTES AND/ OR PROVISIONS SHOWN OR DISCLOSED BY PLAT OF STONEBRIAR PHASE I RECORDED UNDER RECORDING NUMBER 201312125001.  
MODIFICATION AND/OR AMENDMENT BY INSTRUMENTS RECORDED UNDER AUDITOR'S FILE NUMBERS 201406110522, 201407140148 AND 201407220520.
25. SUBJECT TO COVENANTS, CONDITIONS, RESTRICTIONS AND/ OR EASEMENTS; BUT DELETING ANY COVENANT, CONDITION OR RESTRICTION INDICATING A PREFERENCE, LIMITATION OR DISCRIMINATION BASED ON RACE, COLOR, RELIGION, SEX, HANDICAP, FAMILIAL STATUS, OR NATIONAL ORIGIN TO THE EXTENT SUCH COVENANTS, CONDITIONS OR RESTRICTIONS VIOLATE TITLE 42, SECTINOS 3604(c), OF THE UNITED STATES CODES AS RECORDED UNDER AUDITOR'S FILE NUMBER 201312120212.
26. SUBJECT TO THE ARTICLES OF INCORPORATION AND BY-LAWS THE ASSOCIATION OF STONEBRIAR HOMEOWNERS, AND ANY TAX, FEE, ASSESSMENT OR CHANGES AS MAY BE LEVED BY SAID ASSOCIATION.

## SHARED DRIVEWAY EASEMENT PROVISIONS

SHARED DRIVEWAY EASEMENTS AS DEPICTED HEREIN ARE FOR THE BENEFIT OF INDIVIDUAL LOTS INDICATED HEREIN. THE RESPONSIBILITY OF AND THE COSTS FOR THE MAINTENANCE, REPAIR, AND/OR RECONSTRUCTION OF THE JOINT USE DRIVEWAY LOCATED WITHIN SAID PRIVATE EASEMENTS SHALL BE BORNE BY THOSE OWNERS BENEFITING FROM SAID SYSTEMS (INCLUDING THE OWNER OF THE LOT ON WHICH THE EASEMENT IS LOCATED IF SUCH LOT USES SUCH DRIVEWAY).



NW 1/4 AND SW 1/4 OF THE SE 1/4 OF SEC 23 TWN 29N, RGE 5E, W.M.			
<b>LDC</b> THE CIVIL ENGINEERING GROUP		Engineering Structural Planning Survey	
14201 NE 200th St., #100 Woodinville, WA 98072		Ph. 425.806.1889 Fx. 425.482.2893	
www.LDCcorp.com			
DATE: 8-26-14	SCALE: NA	JOB NUMBER: 13-101	SHEET: 2 OF 10

VOL/PG

# STONEBRIAR PHASE 2

NW 1/4 AND SW 1/4 OF THE SE 1/4, SECTION 23, TOWNSHIP 29N, RANGE 5E, W.M.  
CITY OF LAKE STEVENS, SNOHOMISH COUNTY, WASHINGTON  
CFN 2011-2

VOL/PG

## DRAINAGE FACILITY MAINTENANCE COVENANT

THE DRAINAGE FACILITY MAINTENANCE COVENANT RECORDED UNDER SNOHOMISH COUNTY AUDITOR'S FILE NUMBER 200702090228 IS RELEASED BY THE CITY AND REPLACED WITH THE FOLLOWING:

WE, THE OWNERS AND CONTRACT PURCHASERS OF THE LANDS HEREIN PLATTED (GRANTOR), AGREE THAT THE OBLIGATIONS OF GRANTOR SHALL INURE TO THE BENEFIT OF AND BE BINDING UPON THE HEIRS, SUCCESSORS, AND ASSIGNS. GRANTOR AGREES THAT THIS COVENANT TOUCHES AND CONCERNS THE LAND DESCRIBED HEREIN AND SHALL RUN WITH THE LAND.

GRANTOR BY EXECUTION OF THIS COVENANT ACKNOWLEDGES THAT THE BENEFITS OF THIS COVENANT INURE TO GRANTOR, DOWNSTREAM PROPERTY OWNERS, AND THE GENERAL PUBLIC, AND THAT THE CITY OF LAKE STEVENS (CITY) AS THIRD-PARTY BENEFICIARY OF THIS COVENANT HAS THE RIGHT, BUT NOT THE OBLIGATION, TO ENFORCE THIS COVENANT ON BEHALF OF DOWNSTREAM PROPERTY OWNERS AND THE GENERAL PUBLIC. CITY REQUIRES THIS COVENANT TO PROTECT PRIVATE AND PUBLIC PROPERTY, PRIVATE AND PUBLIC DRAINAGE INFRASTRUCTURE, AND NATURAL RESOURCES OF DOWNSTREAM PROPERTY OWNERS AND THE GENERAL PUBLIC.

GRANTOR, IN CONSIDERATION OF THE APPROVAL OF THIS SUBDIVISION, HEREBY COVENANTS TO PERFORM REGULAR MAINTENANCE UPON THE DRAINAGE FACILITIES INSTALLED, OR TO BE INSTALLED, UPON GRANTOR'S PROPERTY. REGULAR MAINTENANCE SHALL INCLUDE, AT A MINIMUM, ANNUAL INSPECTION OF THE STORM WATER DRAINAGE SYSTEM. AS APPLICABLE, THE SYSTEM SHALL INCLUDE THE STORM WATER CONVEYANCE SYSTEM PIPES, DITCHES, SWALES, AND CATCH BASINS; STORM WATER FLOW REGULATION SYSTEM DETENTION PONDS, VAULTS, PIPES, RETENTION PONDS, FLOW REGULATION AND CONTROL STRUCTURES; INFILTRATION SYSTEMS AND WATER QUALITY CONTROL SYSTEM.

THE SCOPE OF THIS COVENANT AND RIGHT OF ENTRY SHALL BE ADEQUATE TO PROVIDE FOR THE ACCESS, INSPECTION, AND MAINTENANCE OF THE STORM WATER DRAINAGE SYSTEM, AND SHALL BE SUBJECT TO THE FOLLOWING TERMS AND CONDITIONS:

- CITY SHALL HAVE THE PERPETUAL RIGHT OF ENTRY ACROSS ADJACENT LANDS OF THE GRANTOR FOR PURPOSES OF INSPECTION, AUDITING, OR CONDUCTING REQUIRED MAINTENANCE OF THE DRAINAGE FACILITY.
- IF CITY INSPECTION DETERMINES THAT MAINTENANCE IS NOT BEING PERFORMED, CITY SHALL ENDEAVOR TO PROVIDE GRANTOR REASONABLE ADVANCE NOTIFICATION OF THE NEED TO PERFORM THE MAINTENANCE AND A REASONABLE OPPORTUNITY FOR GRANTOR TO PERFORM IT. IN THE EVENT THAT GRANTOR FAILS TO COMPLETE THE REQUIRED MAINTENANCE WITHIN A REASONABLE TIME PERIOD, CITY SHALL HAVE THE RIGHT TO PERFORM OR CONTRACT WITH OTHERS TO PERFORM IT AT THE SOLE EXPENSE OF THE GRANTOR. IF CITY IN ITS SOLE DISCRETION DETERMINES THAT AN IMMINENT OR PRESENT DANGER EXISTS, REQUIRED MAINTENANCE AND/OR REPAIR MAY BEGIN IMMEDIATELY AT GRANTOR'S EXPENSE WITHOUT PRIOR NOTICE TO GRANTOR. IN SUCH EVENT, CITY SHALL PROVIDE GRANTOR WITH A WRITTEN STATEMENT AND ACCOUNTING OF ALL WORK PERFORMED AND THE FEES, CHARGES, AND EXPENSES INCURRED IN MAKING SUCH REPAIRS. GRANTOR SHALL AGREE TO REIMBURSE CITY OR PAY COUNTY'S VENDORS DIRECTLY FOR ALL REASONABLE FEES, CHARGES, AND EXPENSES IDENTIFIED IN COUNTY'S STATEMENT.
- IF CITY IS REQUIRED TO ACT AS A RESULT OF GRANTOR'S FAILURE TO COMPLY WITH THIS COVENANT, CITY MAY REMOVE ANY OBSTRUCTION AND/OR INTERFERENCES THAT IN THE SOLE OPINION OF CITY IMPAIR THE OPERATION OF THE DRAINAGE FACILITY OR THE MAINTENANCE THEREOF. GRANTOR AGREES TO HOLD CITY, ITS OFFICERS, EMPLOYEES, AND AGENTS HARMLESS FROM ANY AND ALL CLAIMS, ACTIONS, SUITS, LIABILITY, LOSS, EXPENSES, DAMAGES AND JUDGMENTS OF ANY NATURE WHATSOEVER, INCLUDING COSTS AND ATTORNEY'S FEES, INCURRED BY THE REMOVAL OF VEGETATION OR PHYSICAL INTERFERENCE FROM THE DRAINAGE FACILITY.
- WHEN EXERCISING THE MAINTENANCE PROVISIONS OF THE COVENANT, IN THE EVENT OF NONPAYMENT, CITY MAY BRING SUIT TO RECOVER SUCH COSTS, INCLUDING ATTORNEY'S FEES, AND UPON OBTAINING A JUDGEMENT, SUCH AMOUNT SHALL BECOME A LIEN AGAINST THE PROPERTY OF GRANTOR AS PROVIDED IN RCW 4.56.190.
- GRANTOR COVENANTS THAT ALL OF THE OWNERS, CONTRACT PURCHASERS AND LIEN HOLDERS OF THE PROPERTY DESCRIBED HEREIN HAVE SIGNED THE DEDICATION AND/OR DECLARATION OF THIS SUBDIVISION, THAT THEY HAVE THE RIGHT TO GRANT THIS COVENANT ON THE PROPERTY, AND THAT THE TITLE TO THE PROPERTY IS FREE AND CLEAR OF ANY ENCUMBRANCES WHICH WOULD INTERFERE WITH THE ABILITY TO GRANT THIS COVENANT.

## EASEMENT PROVISIONS

AN EASEMENT IS HEREBY RESERVED FOR AND GRANTED TO ALL UTILITIES SERVING SUBJECT PLAT AND THEIR RESPECTIVE SUCCESSORS AND ASSIGNS, UNDER AND UPON THE EXTERIOR 10 FEET PARALLEL WITH AND ADJOINING THE STREET FRONTAGE OF ALL LOTS, TRACTS AND COMMON AREAS IN WHICH TO INSTALL, LAY, CONSTRUCT, RENEW, OPERATE AND MAINTAIN UNDERGROUND CONDUITS, CABLES, PIPE, AND WIRES WITH NECESSARY FACILITIES AND OTHER EQUIPMENT FOR THE PURPOSE OF SERVING THIS SUBDIVISION AND OTHER PROPERTY WITH ELECTRIC, TELEPHONE, GAS (ADDITIONAL DOCUMENT RECORDED UNDER AUDITOR'S FILE NUMBER 201305030320, SEE NOTE 23 "EASEMENTS AND RESTRICTIONS" SHEET 2 OF 10), TELEVISION CABLE AND OTHER UTILITY SERVICES TOGETHER WITH THE RIGHT TO ENTER UPON THE LOTS, TRACTS AND COMMON AREAS AT ALL TIMES FOR THE PURPOSES HEREIN STATED.

DRAINAGE EASEMENTS DESIGNATED ON THE PLAT ARE HEREBY RESERVED FOR AND GRANTED TO THE CITY OF LAKE STEVENS, EXCEPT THOSE DESIGNATED ON THE PLAT AS PRIVATE EASEMENTS, TOGETHER WITH THE RIGHT OF INGRESS AND EGRESS AND THE RIGHT TO EXCAVATE, CONSTRUCT, OPERATE, MAINTAIN, REPAIR AND/OR REBUILD AN ENCLOSED OR OPEN CHANNEL STORM WATER CONVEYANCE SYSTEM AND/OR OTHER DRAINAGE FACILITIES, UNDER, UPON OR THROUGH THE DRAINAGE EASEMENT.

## PRIVATE STORM DRAINAGE EASEMENT PROVISIONS

- THE PRIVATE DRAINAGE EASEMENT (PDE) WITHIN LOTS 8 THROUGH 14, INCLUSIVE, AS SHOWN ON SHEET 6 OF 10 HEREON, IS HEREBY GRANTED AND CONVEYED TO LOTS 8 THROUGH 15, INCLUSIVE. THE OWNERS OF LOTS 8 THROUGH 15, INCLUSIVE, SHALL BE EQUALLY RESPONSIBLE FOR THE MAINTENANCE, REPAIR AND/ OR RECONSTRUCTION OF THAT PORTION OF THE DRAINAGE FACILITIES THEY HAVE THE BENEFIT OF USE, EXCEPT THAT NO OWNER SHALL BE RESPONSIBLE FOR THE MAINTENANCE, REPAIR, AND OR RECONSTRUCTION OF THAT PORTION OF THE COMMONLY USED STORM DRAINAGE LOCATED UPSTREAM FROM THE POINT OF CONNECTION OF THAT RESPECTIVE LOT OWNER.
- THE PRIVATE DRAINAGE EASEMENT (PDE) WITHIN LOTS 28 AND 33 THROUGH 41, INCLUSIVE, AS SHOWN ON SHEETS 6 AND 7 OF 10 HEREON, IS HEREBY GRANTED AND CONVEYED TO LOTS 27, 28 AND 33 THROUGH 42, INCLUSIVE. THE OWNERS OF LOTS 27, 28 AND 33 THROUGH 42, INCLUSIVE, SHALL BE EQUALLY RESPONSIBLE FOR THE MAINTENANCE, REPAIR AND/ OR RECONSTRUCTION OF THAT PORTION OF THE DRAINAGE FACILITIES THEY HAVE THE BENEFIT OF USE, EXCEPT THAT NO OWNER SHALL BE RESPONSIBLE FOR THE MAINTENANCE, REPAIR, AND OR RECONSTRUCTION OF THAT PORTION OF THE COMMONLY USED STORM DRAINAGE LOCATED UPSTREAM FROM THE POINT OF CONNECTION OF THAT RESPECTIVE LOT OWNER.
- THE PRIVATE DRAINAGE EASEMENT (PDE) WITHIN LOTS 43 THROUGH 46, INCLUSIVE, AS SHOWN ON SHEET 7 OF 10 HEREON, IS HEREBY GRANTED AND CONVEYED TO LOTS 43 THROUGH 46, INCLUSIVE. THE OWNERS OF LOTS 43 THROUGH 46, INCLUSIVE, SHALL BE EQUALLY RESPONSIBLE FOR THE MAINTENANCE, REPAIR AND/ OR RECONSTRUCTION OF THAT PORTION OF THE DRAINAGE FACILITIES THEY HAVE THE BENEFIT OF USE, EXCEPT THAT NO OWNER SHALL BE RESPONSIBLE FOR THE MAINTENANCE, REPAIR, AND OR RECONSTRUCTION OF THAT PORTION OF THE COMMONLY USED STORM DRAINAGE LOCATED UPSTREAM FROM THE POINT OF CONNECTION OF THAT RESPECTIVE LOT OWNER.

## PRIVATE STORM DRAINAGE EASEMENT PROVISIONS (CONTINUED)

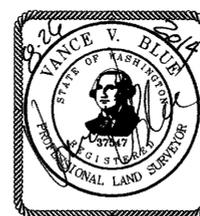
- THE PRIVATE DRAINAGE EASEMENT (PDE) WITHIN LOTS 51 THROUGH 68, INCLUSIVE, AS SHOWN ON SHEET 7 OF 10 HEREON, IS HEREBY GRANTED AND CONVEYED TO LOTS 51 THROUGH 69, INCLUSIVE. THE OWNERS OF LOTS 51 THROUGH 69, INCLUSIVE, SHALL BE EQUALLY RESPONSIBLE FOR THE MAINTENANCE, REPAIR AND/ OR RECONSTRUCTION OF THAT PORTION OF THE DRAINAGE FACILITIES THEY HAVE THE BENEFIT OF USE, EXCEPT THAT NO OWNER SHALL BE RESPONSIBLE FOR THE MAINTENANCE, REPAIR, AND OR RECONSTRUCTION OF THAT PORTION OF THE COMMONLY USED STORM DRAINAGE LOCATED UPSTREAM FROM THE POINT OF CONNECTION OF THAT RESPECTIVE LOT OWNER.
- THE PRIVATE DRAINAGE EASEMENT (PDE) WITHIN LOTS 108 THROUGH 112, INCLUSIVE, AS SHOWN ON SHEET 7 OF 10 HEREON, IS HEREBY GRANTED AND CONVEYED TO LOTS 108 THROUGH 112, INCLUSIVE. THE OWNERS OF LOTS 108 THROUGH 112, INCLUSIVE, SHALL BE EQUALLY RESPONSIBLE FOR THE MAINTENANCE, REPAIR AND/ OR RECONSTRUCTION OF THAT PORTION OF THE DRAINAGE FACILITIES THEY HAVE THE BENEFIT OF USE, EXCEPT THAT NO OWNER SHALL BE RESPONSIBLE FOR THE MAINTENANCE, REPAIR, AND OR RECONSTRUCTION OF THAT PORTION OF THE COMMONLY USED STORM DRAINAGE LOCATED UPSTREAM FROM THE POINT OF CONNECTION OF THAT RESPECTIVE LOT OWNER.
- THE PRIVATE DRAINAGE EASEMENT (PDE) WITHIN LOTS 115 AND 116, AS SHOWN ON SHEET 7 OF 10 HEREON, IS HEREBY GRANTED AND CONVEYED TO LOTS 115 AND 116. THE OWNERS OF LOTS 115 AND 116, SHALL BE EQUALLY RESPONSIBLE FOR THE MAINTENANCE, REPAIR AND/ OR RECONSTRUCTION OF THAT PORTION OF THE DRAINAGE FACILITIES THEY HAVE THE BENEFIT OF USE, EXCEPT THAT NO OWNER SHALL BE RESPONSIBLE FOR THE MAINTENANCE, REPAIR, AND OR RECONSTRUCTION OF THAT PORTION OF THE COMMONLY USED STORM DRAINAGE LOCATED UPSTREAM FROM THE POINT OF CONNECTION OF THAT RESPECTIVE LOT OWNER.
- THE PRIVATE DRAINAGE EASEMENT (PDE) WITHIN LOTS 123 THROUGH 128, INCLUSIVE, AS SHOWN ON SHEET 6 OF 10 HEREON, IS HEREBY GRANTED AND CONVEYED TO LOTS 122 THROUGH 128, INCLUSIVE. THE OWNERS OF LOTS 122 THROUGH 128, INCLUSIVE, SHALL BE EQUALLY RESPONSIBLE FOR THE MAINTENANCE, REPAIR AND/ OR RECONSTRUCTION OF THAT PORTION OF THE DRAINAGE FACILITIES THEY HAVE THE BENEFIT OF USE, EXCEPT THAT NO OWNER SHALL BE RESPONSIBLE FOR THE MAINTENANCE, REPAIR, AND OR RECONSTRUCTION OF THAT PORTION OF THE COMMONLY USED STORM DRAINAGE LOCATED UPSTREAM FROM THE POINT OF CONNECTION OF THAT RESPECTIVE LOT OWNER.
- THE PRIVATE DRAINAGE EASEMENT (PDE) WITHIN LOT 103 AS SHOWN ON SHEET 8 OF 10 HEREON, IS HEREBY GRANTED AND CONVEYED TO LOT 102. THE OWNERS OF LOT 102 SHALL BE EQUALLY RESPONSIBLE FOR THE MAINTENANCE, REPAIR AND/ OR RECONSTRUCTION OF THAT PORTION OF THE DRAINAGE FACILITIES THEY HAVE THE BENEFIT OF USE, EXCEPT THAT NO OWNER SHALL BE RESPONSIBLE FOR THE MAINTENANCE, REPAIR, AND OR RECONSTRUCTION OF THAT PORTION OF THE COMMONLY USED STORM DRAINAGE LOCATED UPSTREAM FROM THE POINT OF CONNECTION OF THAT RESPECTIVE LOT OWNER.

CURB PLUG TABLE			
LOT LINE	PROPERTY CORNER TO CURB PLUG	LOT LINE	PROPERTY CORNER TO CURB PLUG
1-2	11.20	33-34	11.22
2-3	11.20	34-35	11.20
3-4	11.20	35-36	11.20
4-5	11.20	36-37	11.20
5-TR 991 (PH1)	11.26	37-38	11.20
TR 991 (PH1)-6	11.45	38-39	11.20
6-7	11.83	39-40	12.69
7-8	11.20	40-41	11.58
8-9	11.20	41-42	11.21
9-10	11.20	42-43	11.20
10-11	11.20	43-44	11.20
11-12	11.20	44-45	11.20
12-13	11.39	45-46	11.20
13-TR 986	6.61	46-TR 979	11.20
TR 986-14	6.23	TR 974-47	11.20
14-15	6.77	47-48	11.20
15-16	6.21	48-49	11.40
16-17	6.20	49-50	12.02
17-TR 976	6.21	50-53	12.66
TR 976-18	6.20	53-54	11.60
18-19	11.20	54-55	11.74
19-20	11.20	55-56	11.20
20-21	11.18	56-57	11.20
21-TR 988	6.68	57-58	11.20
TR 988-22	6.21	58-59	11.20
22-24	6.26	59-60	11.20
24-25	6.53	60-61	11.20
25-26	6.33	61-62	11.20
26-28	6.22	62-63	11.20
28-29	6.71	63-64	11.20
29-30	6.22	64-65	11.20
30-31	7.37	65-66	11.20
31-32	11.20	66-67	11.20
32-33	15.08	67-68	9.57

DISTANCE FROM PROPERTY CORNER TO NAIL WITH SHINER PLS#37547 IN BACK OF CURB.

CURB PLUG TABLE			
LOT LINE	PROPERTY CORNER TO CURB PLUG	LOT LINE	PROPERTY CORNER TO CURB PLUG
68-69	0.71	98-99	11.20
69-TR 980	1.14	99-100	11.20
TR 980-TR 981	0.70	100-101	11.20
TR 981-70	1.14	101-102	11.20
70-71	0.71	102-103	11.20
71-72	9.38	103-104	11.20
72-73	11.20	104-105	11.20
73-74	11.20	105-106	11.20
74-75	11.20	106-107	12.38
75-76	11.20	107-TR 983	11.82
76-77	11.20	108-109	11.20
77-78	11.20	109-110	11.20
78-79	11.20	110-111	11.20
80-81	11.20	111-112	11.20
81-82	11.20	112-113	11.20
82-83	11.20	113-114	11.50
83-84	11.20	114-108	11.20
84-85	11.28	TR 984-TR 994	2.78
85-86	12.02	TR 984-115	3.90
86-87	11.27	115-116	11.10
87-89	11.92	116-117	11.10
89-90	11.52	118-119	11.10
90-91	11.20	119-120	11.10
91-92	11.20	120-121	11.10
92-93	11.20	121-32	REBAR AND CAP
93-TR 977	11.16	122-31	AT CORNER
TR 977-94	8.97	122-123	11.10
94-95	8.02	123-124	11.10
95-96	6.46	124-125	11.10
96-97	6.26	125-126	11.10
97-TR 983	8.98	126-127	11.10
TR 983-TR 975	22.35	127-128	11.10
TR 975-98	11.55	128-129	4.12

DISTANCE FROM PROPERTY CORNER TO NAIL WITH SHINER PLS#37547 IN BACK OF CURB.



NW 1/4 AND SW 1/4 OF THE SE 1/4 OF SEC 23 TWN 29N, RGE 5E, W.M.

**LDC** Engineering  
Structural Planning Survey

THE CIVIL ENGINEERING GROUP

14201 NE 200th St., #100 Ph. 425.806.1869  
Woodinville, WA 98072 Fx. 425.482.2883

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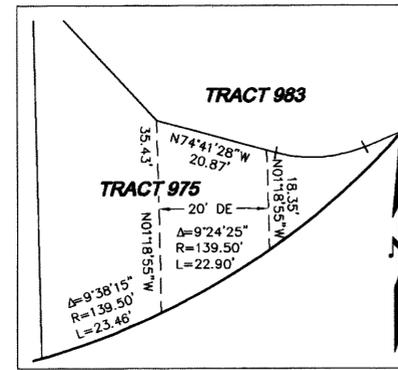
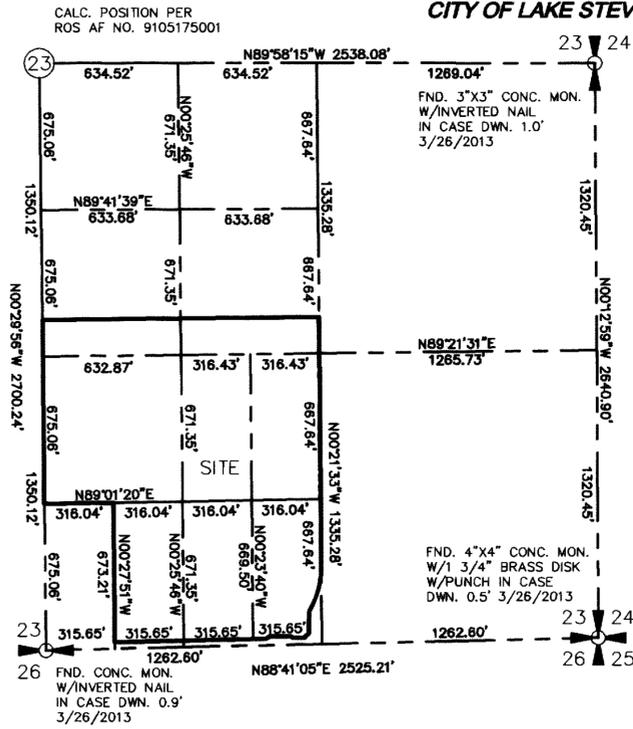
DATE: 8-26-14 SCALE: NA JOB NUMBER: 13-101 SHEET: 3 OF 10

VOL/PG

# STONEBRIAR PHASE 2

NW 1/4 AND SW 1/4 OF THE SE 1/4, SECTION 23, TOWNSHIP 29N, RANGE 5E, W.M.  
 CITY OF LAKE STEVENS, SNOHOMISH COUNTY, WASHINGTON  
 CFN 2011-2

VOL/PG



TRACT 975 DRAINAGE EASEMENT

SCALE: 1"=30'

SE 1/4, SEC. 23, T. 29 N., R. 5 E., W.M.

**BASIS OF BEARINGS:**

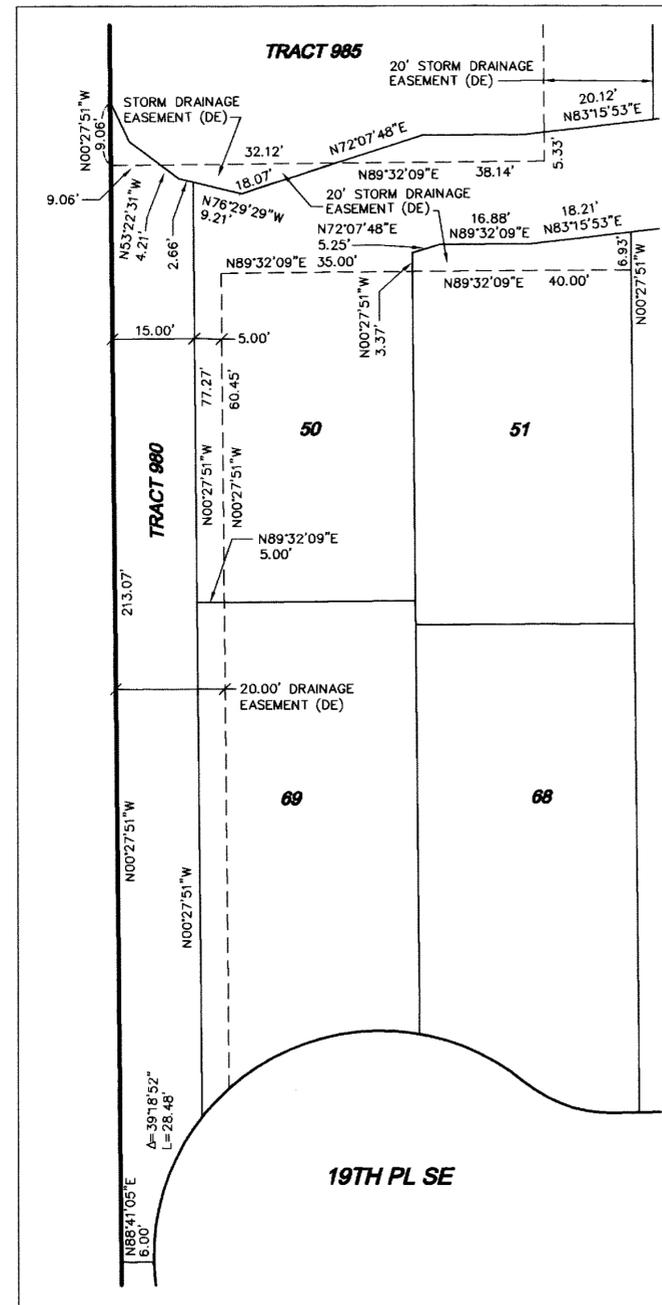
S. LINE OF SE QUARTER SEC. 23, T. 29N, R. 5E, W.M.  
 = N 88°41'05" E PER ROS A.F.# 200702025002

**SURVEY INSTRUMENTATION**

SURVEYING PERFORMED IN CONJUNCTION WITH THIS MAPPING UTILIZED THE FOLLOWING EQUIPMENT AND PROCEDURES:

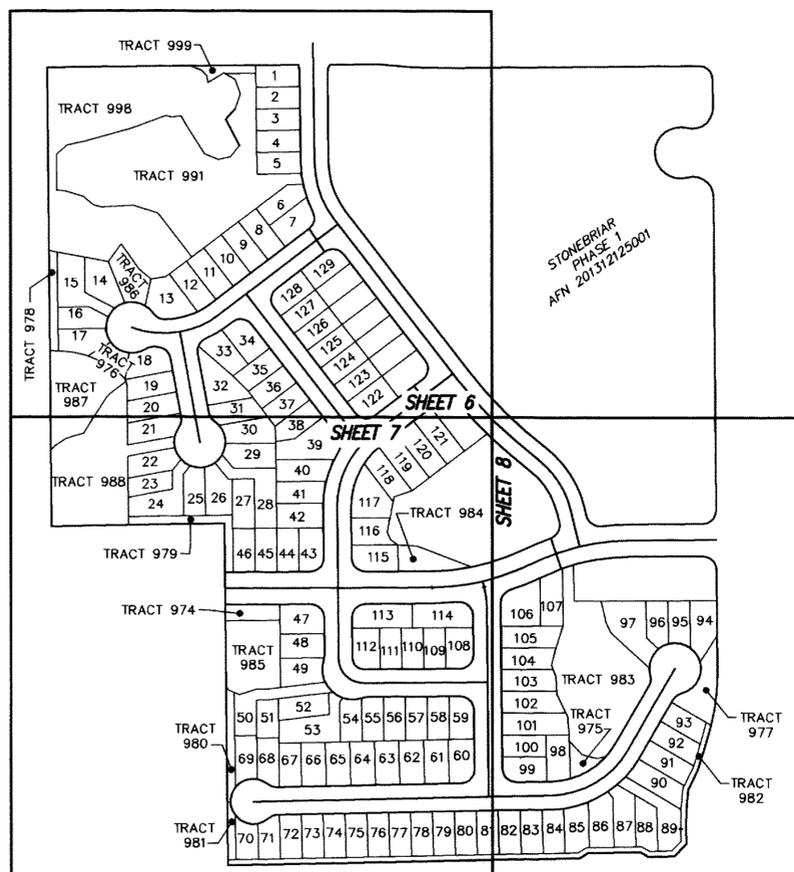
5" ROBOTIC TOTAL STATION MAINTAINED TO MANUFACTURE'S SPECIFICATIONS AS REQUIRED BY WAC-332-130-100.

PROCEDURE USED: FIELD TRAVERSE WITH ACCURACY MEETING OR EXCEEDING THE REQUIREMENTS OF WAC-332-130-090.



LOTS 50, 51, 69, TRACTS 980 AND 985  
 DRAINAGE AND ACCESS EASEMENT

SCALE: 1"=30'



**SHEET INDEX**  
 NOT TO SCALE

NW 1/4 AND SW 1/4 OF THE SE 1/4 OF  
 SEC 23 TWN 29N, RGE 5E, W.M.

**LDC** Engineering  
 Structural  
 Planning  
 Survey

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DATE: 8-26-14 SCALE: NA JOB NUMBER: 13-101 SHEET: 4 OF 10

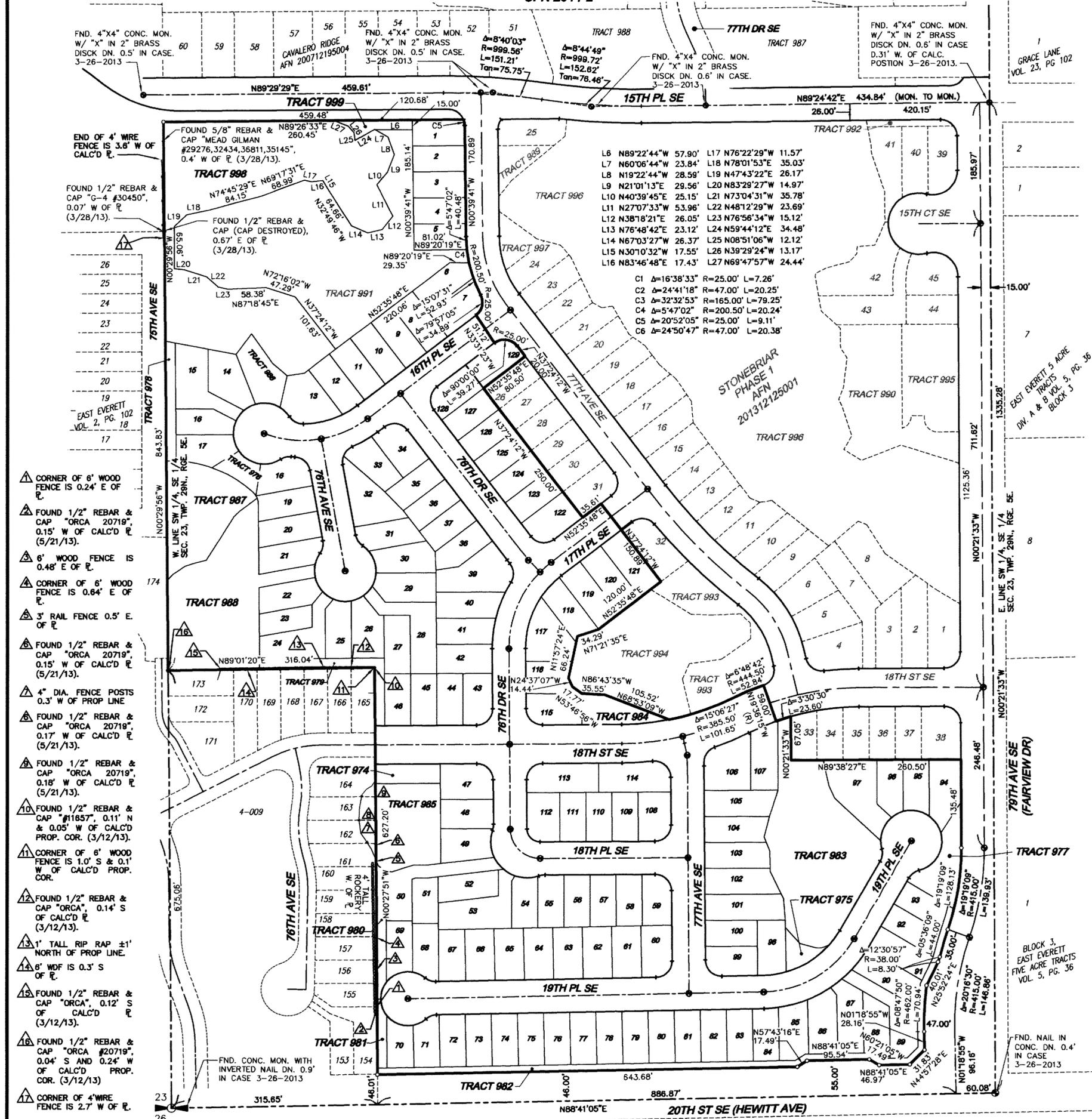


VOL/PG

# STONEBRIAR PHASE 2

NW 1/4 AND SW 1/4 OF THE SE 1/4, SECTION 23, TOWNSHIP 29N, RANGE 5E, W.M.  
CITY OF LAKE STEVENS, SNOHOMISH COUNTY, WASHINGTON  
CFN 2011-2

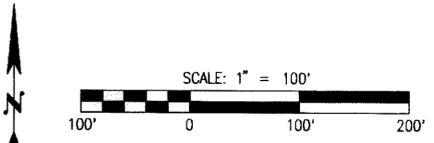
VOL/PG



- △ CORNER OF 6" WOOD FENCE IS 0.24' E OF R.
- △ FOUND 1/2" REBAR & CAP "ORCA 20719", 0.15' W OF CALC'D R (5/21/13).
- △ 6" WOOD FENCE IS 0.48' E OF R.
- △ CORNER OF 6" WOOD FENCE IS 0.64' E OF R.
- △ 3" RAIL FENCE 0.5' E. OF R.
- △ FOUND 1/2" REBAR & CAP "ORCA 20719", 0.15' W OF CALC'D R (5/21/13).
- △ 4" DIA. FENCE POSTS 0.3' W OF PROP LINE
- △ FOUND 1/2" REBAR & CAP "ORCA 20719", 0.17' W OF CALC'D R (5/21/13).
- △ FOUND 1/2" REBAR & CAP "ORCA 20719", 0.18' W OF CALC'D R (5/21/13).
- △ FOUND 1/2" REBAR & CAP "ORCA 20719", 0.17' W OF CALC'D R (5/21/13).
- △ FOUND 1/2" REBAR & CAP "ORCA 20719", 0.18' W OF CALC'D R (5/21/13).
- △ FOUND 1/2" REBAR & CAP "ORCA 20719", 0.14' S OF CALC'D R (3/12/13).
- △ 1" TALL RIP RAP ±1' NORTH OF PROP LINE.
- △ 6" WDF IS 0.3' S OF R.
- △ FOUND 1/2" REBAR & CAP "ORCA", 0.12' S OF CALC'D R (3/12/13).
- △ FOUND 1/2" REBAR & CAP "ORCA #20719", 0.04' S AND 0.24' W OF CALC'D PROP. COR. (3/12/13)
- △ CORNER OF 4" WIRE FENCE IS 2.7' W OF R.

**LEGEND**

- ⊙ FOUND MONUMENT AS NOTED HEREON
- ⊙ SET CONCRETE MONUMENT WITH BRASS DISK IN CASE
- SET 5/8"x24" REBAR WITH ORANGE PLASTIC CAP STAMPED "LDC - LDCCORP.COM - PLS 37547 - PROPERTY CORNER"
- FOUND REBAR AND CAP AS NOTED



**BASIS OF BEARINGS:**  
S. LINE OF SE QUARTER SEC. 23, T. 29N, R. 5E, W.M. = N 88°41'05" E PER ROS A.F.# 200702025002



NW 1/4 AND SW 1/4 OF THE SE 1/4 OF SEC 23 TWN 29N, RGE 5E, W.M.

**LDC** Engineering Structural Planning Survey  
THE CIVIL ENGINEERING GROUP

14201 NE 200th St., #100 Woodinville, WA 98072 Ph. 425.806.1869 Fx. 425.482.2893  
www.LDCcorp.com

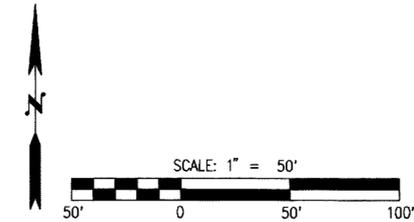
SCALE: 1"=100' JOB NUMBER: 13-101 SHEET: 5 OF 10  
DATE: 8-26-14

VOL/PG

# STONEBRIAR PHASE 2

NW 1/4 AND SW 1/4 OF THE SE 1/4, SECTION 23, TOWNSHIP 29N, RANGE 5E, W.M.  
CITY OF LAKE STEVENS, SNOHOMISH COUNTY, WASHINGTON  
CFN 2011-2

VOL/PG



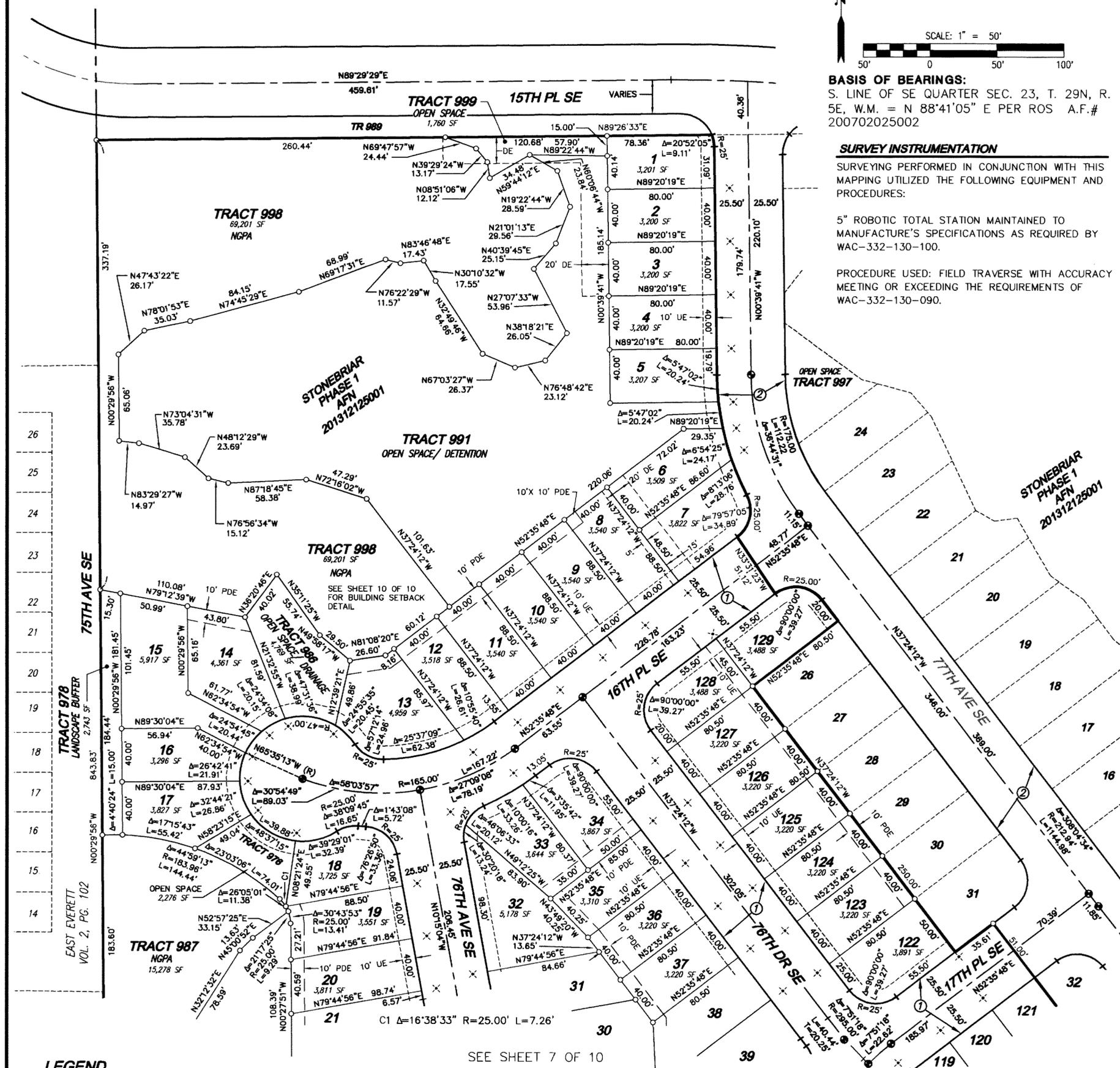
**BASIS OF BEARINGS:**  
S. LINE OF SE QUARTER SEC. 23, T. 29N, R. 5E, W.M. = N 88°41'05" E PER ROS A.F.# 200702025002

**SURVEY INSTRUMENTATION**

SURVEYING PERFORMED IN CONJUNCTION WITH THIS MAPPING UTILIZED THE FOLLOWING EQUIPMENT AND PROCEDURES:

5" ROBOTIC TOTAL STATION MAINTAINED TO MANUFACTURE'S SPECIFICATIONS AS REQUIRED BY WAC-332-130-100.

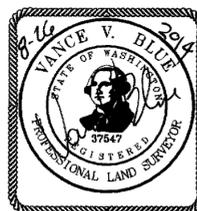
PROCEDURE USED: FIELD TRAVERSE WITH ACCURACY MEETING OR EXCEEDING THE REQUIREMENTS OF WAC-332-130-090.



**LEGEND**

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- FOUND REBAR AND CAP AS NOTED
- ① RIGHT OF WAY TO BE DEDICATED TO THE CITY OF LAKE STEVENS UPON THE RECORDING OF THIS PLAT.
- ② RIGHT OF WAY DEDICATED TO THE CITY OF LAKE STEVENS PER STONEBRIAR PHASE 1 AFN 201312125001
- AFN AUDITOR'S FILE NUMBER
- PDE PRIVATE DRAINAGE EASEMENT (SEE PRIVATE STORM DRAINAGE EASEMENT PROVISIONS SHEET 3 OF 10).
- UE UTILITY EASEMENT (SEE "EASEMENT PROVISIONS" SHEET 3 OF 10)
- DE PUBLIC DRAINAGE EASEMENT ("DRAINAGE FACILITY MAINTENANCE COVENANT" SHEET 3 OF 10).
- (R) RADIAL

SEE SHEET 7 OF 10



NW 1/4 AND SW 1/4 OF THE SE 1/4 OF SEC 23 TWN 29N, RGE 5E, W.M.

**LDC** Engineering  
THE CIVIL ENGINEERING GROUP  
Structural  
Planning  
Survey

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Woodinville, WA 98072 Fx. 425.482.2893

www.LDCcorp.com

DATE: 8-26-14 SCALE: 1"=50' JOB NUMBER: 13-101 SHEET: 6 OF 10

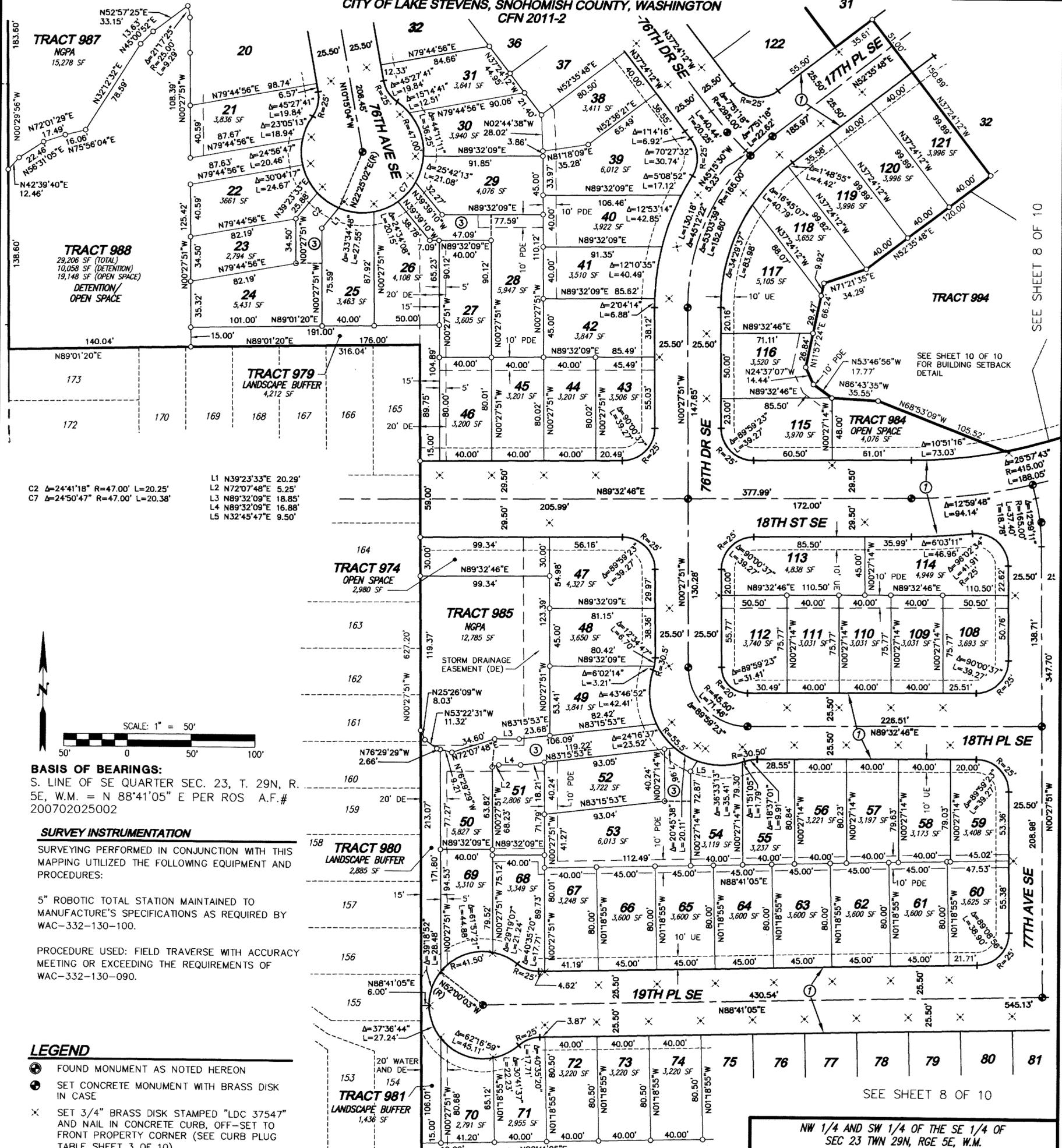
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# STONEBRIAR PHASE 2

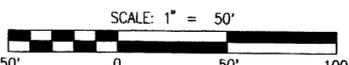
NW 1/4 AND SW 1/4 OF THE SE 1/4, SECTION 23, TOWNSHIP 29N, RANGE 5E, W.M.  
 CITY OF LAKE STEVENS, SNOHOMISH COUNTY, WASHINGTON  
 CFN 2011-2

VOL/PG

SEE SHEET 6 OF 10



C2 Δ=24°41'18" R=47.00' L=20.25'  
 C7 Δ=24°50'47" R=47.00' L=20.38'  
 L1 N39°23'33"E 20.29'  
 L2 N72°07'48"E 5.25'  
 L3 N89°32'09"E 18.85'  
 L4 N89°32'09"E 16.88'  
 L5 N32°45'47"E 9.50'



**BASIS OF BEARINGS:**  
 S. LINE OF SE QUARTER SEC. 23, T. 29N, R. 5E, W.M. = N 88°41'05" E PER ROS A.F.# 200702025002

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 SURVEYING PERFORMED IN CONJUNCTION WITH THIS MAPPING UTILIZED THE FOLLOWING EQUIPMENT AND PROCEDURES:

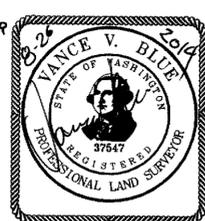
5" ROBOTIC TOTAL STATION MAINTAINED TO MANUFACTURE'S SPECIFICATIONS AS REQUIRED BY WAC-332-130-100.

PROCEDURE USED: FIELD TRAVERSE WITH ACCURACY MEETING OR EXCEEDING THE REQUIREMENTS OF WAC-332-130-090.

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- FOUND REBAR AND CAP AS NOTED
- ① RIGHT OF WAY TO BE DEDICATED TO THE CITY OF LAKE STEVENS UPON THE RECORDING OF THIS PLAT.
- ③ SHARED DRIVEWAY AND UTILITY EASEMENT. SEE NOTE ON SHEET 2 OF 10

- AFN AUDITOR'S FILE NUMBER
- ESMT EASEMENT
- PDE PRIVATE DRAINAGE EASEMENT (SEE PRIVATE STORM DRAINAGE EASEMENT PROVISIONS SHEET 3 OF 10).
- UE UTILITY EASEMENT (SEE "EASEMENT PROVISIONS" SHEET 3 OF 10)
- DE PUBLIC DRAINAGE EASEMENT ("DRAINAGE FACILITY MAINTENANCE COVENANT" SHEET 3 OF 10).
- (R) RADIAL



NW 1/4 AND SW 1/4 OF THE SE 1/4 OF SEC 23 TWN 29N, RGE 5E, W.M.

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www.LDCcorp.com

DATE: 8-26-14 SCALE: 1"=50' JOB NUMBER: 13-101 SHEET: 7 OF 10

SEE SHEET 8 OF 10

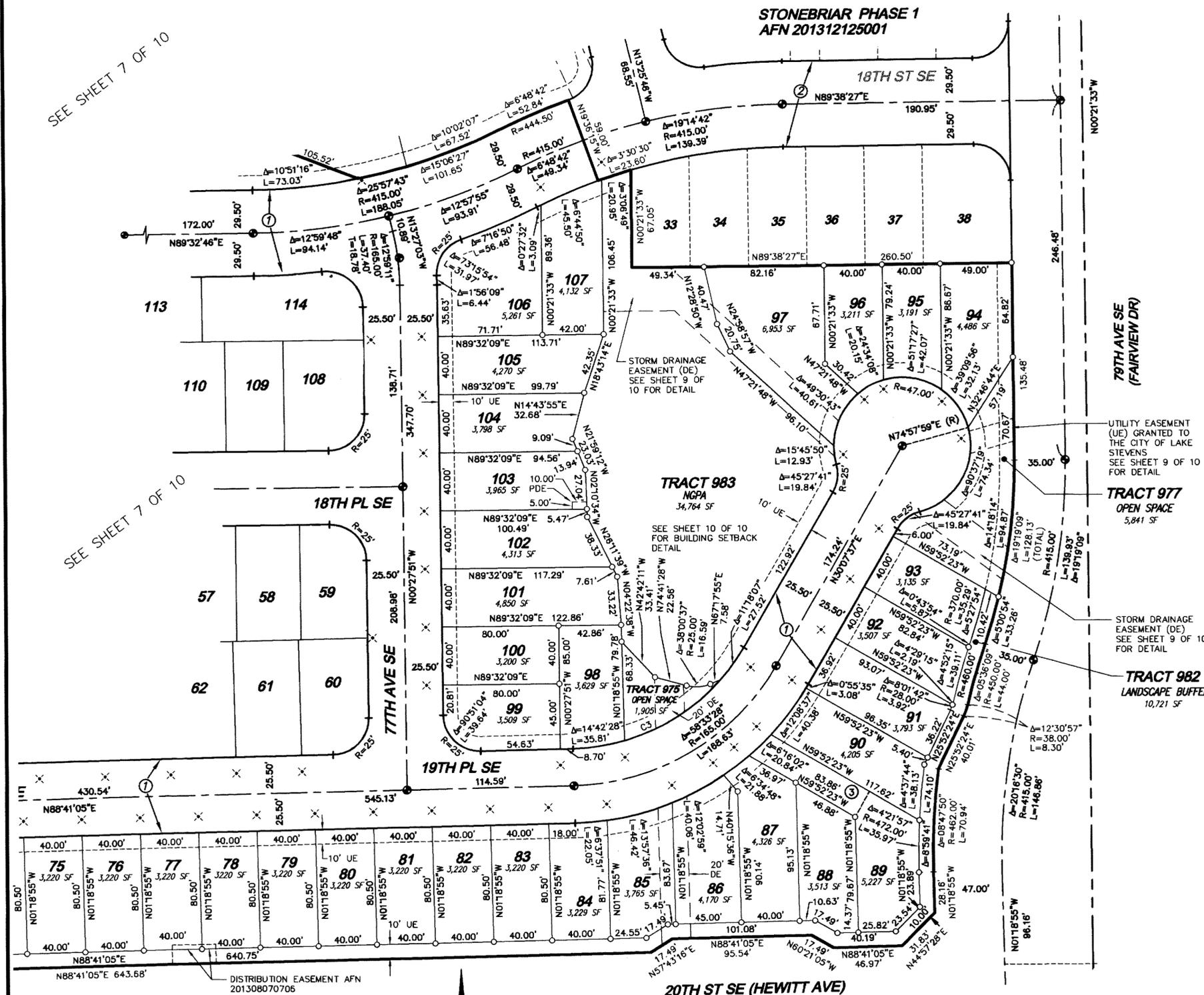
SEE SHEET 8 OF 10

VOL/PG

# STONEBRIAR PHASE 2

NW 1/4 AND SW 1/4 OF THE SE 1/4, SECTION 23, TOWNSHIP 29N, RANGE 5E, W.M.  
CITY OF LAKE STEVENS, SNOHOMISH COUNTY, WASHINGTON  
CFN 2011-2

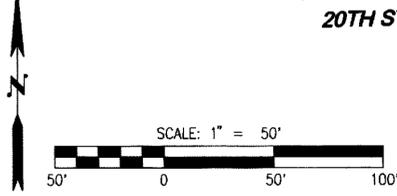
VOL/PG



SEE SHEET 7 OF 10

SEE SHEET 7 OF 10

**SURVEY INSTRUMENTATION**  
SURVEYING PERFORMED IN CONJUNCTION WITH THIS MAPPING UTILIZED THE FOLLOWING EQUIPMENT AND PROCEDURES:  
  
5" ROBOTIC TOTAL STATION MAINTAINED TO MANUFACTURE'S SPECIFICATIONS AS REQUIRED BY WAC-332-130-100.  
  
PROCEDURE USED: FIELD TRAVERSE WITH ACCURACY MEETING OR EXCEEDING THE REQUIREMENTS OF WAC-332-130-090.



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- LEGEND**
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  - FOUND REBAR AND CAP AS NOTED
  - ① RIGHT OF WAY TO BE DEDICATED TO THE CITY OF LAKE STEVENS UPON THE RECORDING OF THIS PLAT.

- ② RIGHT OF WAY DEDICATED TO THE CITY OF LAKE STEVENS PER STONEBRIAR PHASE 1 AFN 201312125001
- ③ SHARED DRIVEWAY AND UTILITY EASEMENT. SEE NOTE ON SHEET 2 OF 10
- AFN AUDITOR'S FILE NUMBER
- ESMT EASEMENT
- PDE PRIVATE DRAINAGE EASEMENT (SEE PRIVATE STORM DRAINAGE EASEMENT PROVISIONS SHEET 3 OF 10).
- UE UTILITY EASEMENT (SEE "EASEMENT PROVISIONS" SHEET 3 OF 10)
- DE PUBLIC DRAINAGE EASEMENT ("DRAINAGE FACILITY MAINTENANCE COVENANT" SHEET 3 OF 10).
- (R) RADIAL



NW 1/4 AND SW 1/4 OF THE SE 1/4 OF SEC 23 TWN 29N, RGE 5E, W.M.

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SCALE: 1" = 50'  
JOB NUMBER: 13-101  
SHEET: 8 OF 10

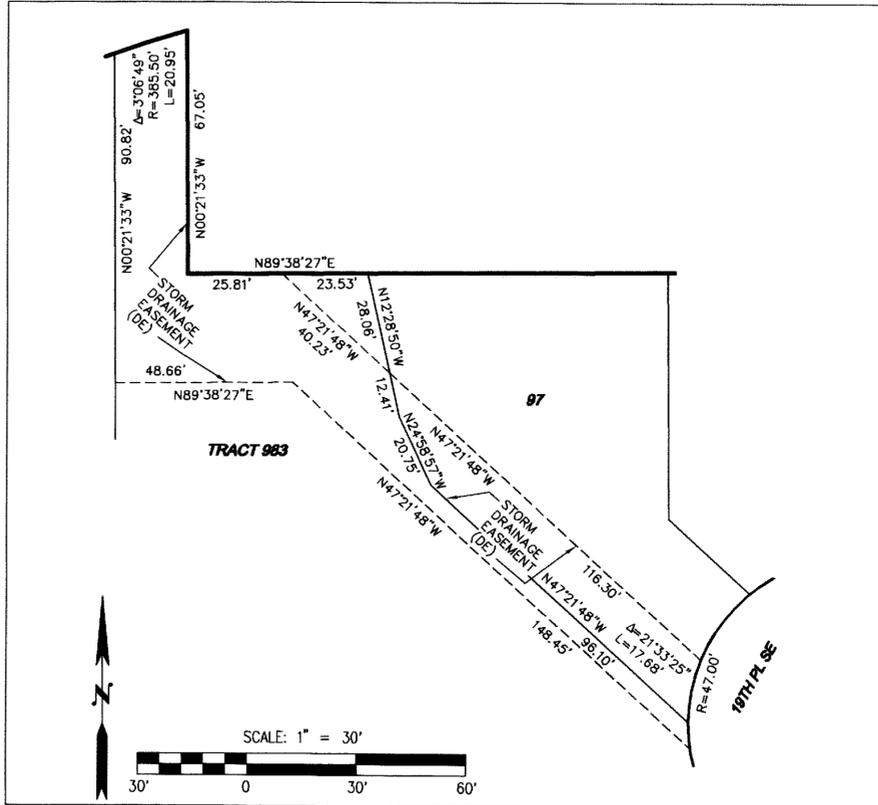
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VOL/PG

# STONEBRIAR PHASE 2

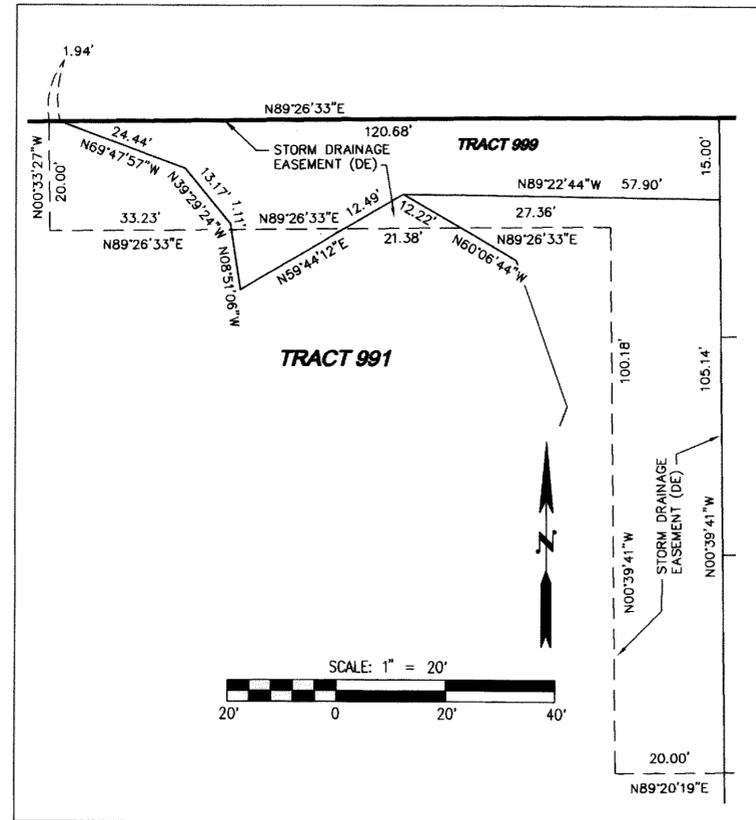
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 CITY OF LAKE STEVENS, SNOHOMISH COUNTY, WASHINGTON  
 CFN 2011-2

VOL/PAGE



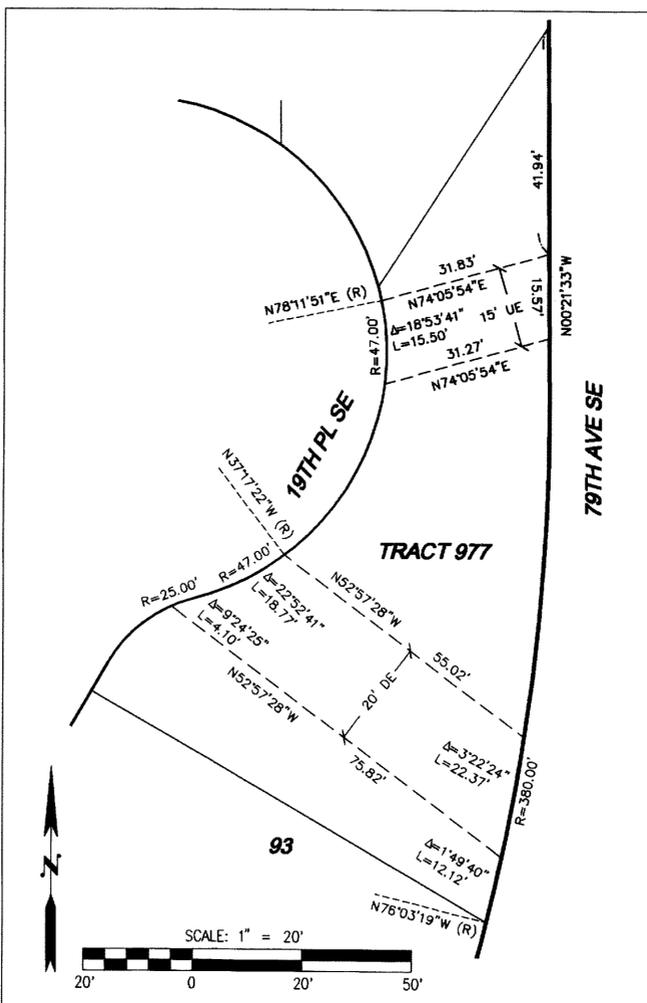
**LOT 97 AND TRACT 983  
 DRAINAGE EASEMENT**

SCALE: 1"=30'



**TRACTS 999 AND 991 DRAINAGE**

SCALE: 1"=20'



**TRACT 977 DRAINAGE EASEMENT**

SCALE: 1"=20'

**BASIS OF BEARINGS:**

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**SURVEY INSTRUMENTATION**

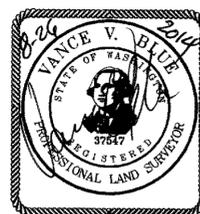
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PROCEDURE USED: FIELD TRAVERSE WITH ACCURACY MEETING OR EXCEEDING THE REQUIREMENTS OF WAC-332-130-090.

**LEGEND**

- DE PUBLIC DRAINAGE EASEMENT ("DRAINAGE FACILITY MAINTENANCE COVENANT" SHEET 3 OF 10).
- UE UTILITY EASEMENT (SEE "EASEMENT PROVISIONS" SHEET 3 OF 10)
- (R) RADIAL



NW 1/4 AND SW 1/4 OF THE SE 1/4 OF  
 SEC 23 TWN 29N, RGE 5E, W.M.

**LDC** Engineering  
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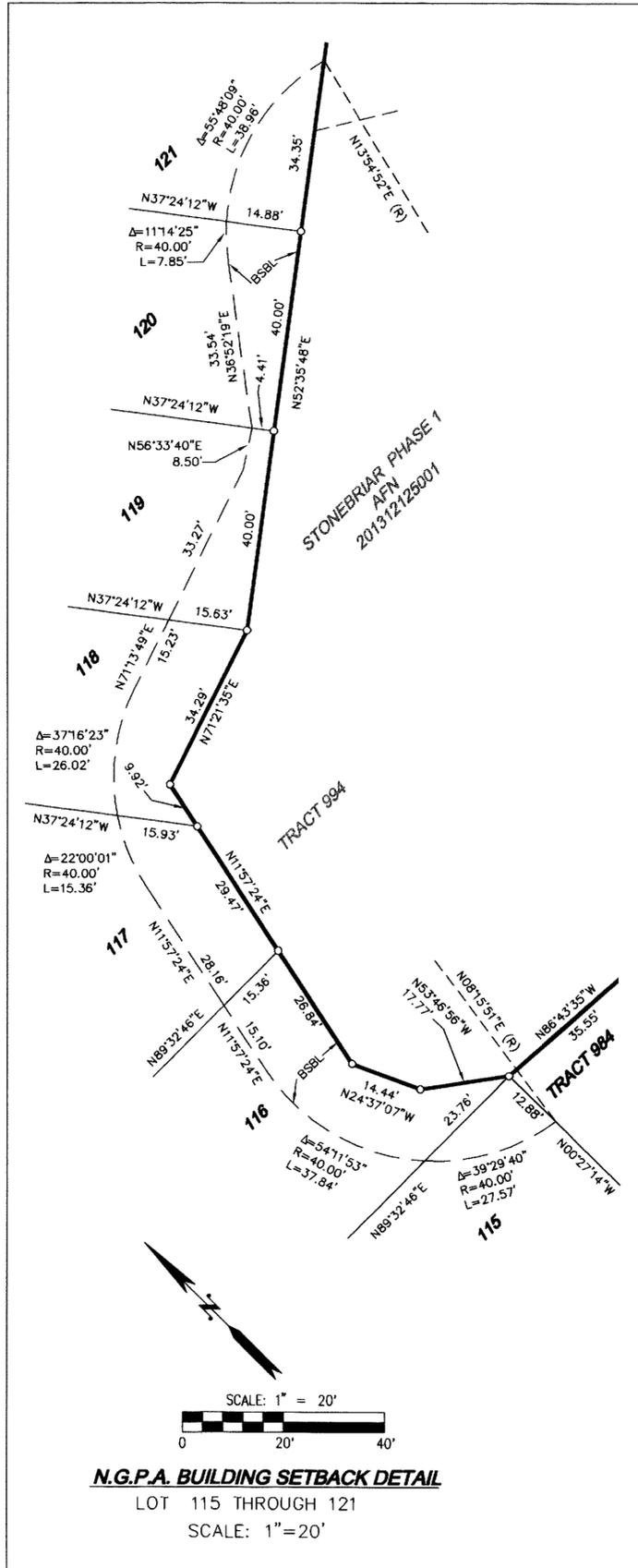
DATE: 8-26-14 SCALE: VARIES JOB NUMBER: 13-101 SHEET: 9 OF 10

9d/101

# STONEBRIAR PHASE 2

NW 1/4 AND SW 1/4 OF THE SE 1/4, SECTION 23, TOWNSHIP 29N, RANGE 5E, W.M.  
 CITY OF LAKE STEVENS, SNOHOMISH COUNTY, WASHINGTON  
 CFN 2011-2

VOL/Pg



**BASIS OF BEARINGS:**  
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**SURVEY INSTRUMENTATION**

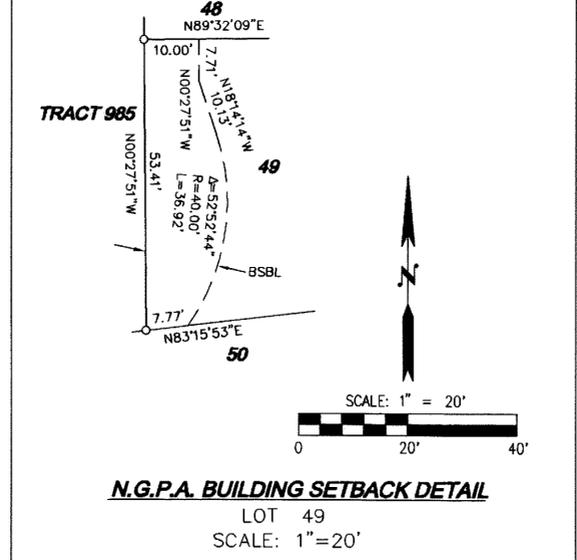
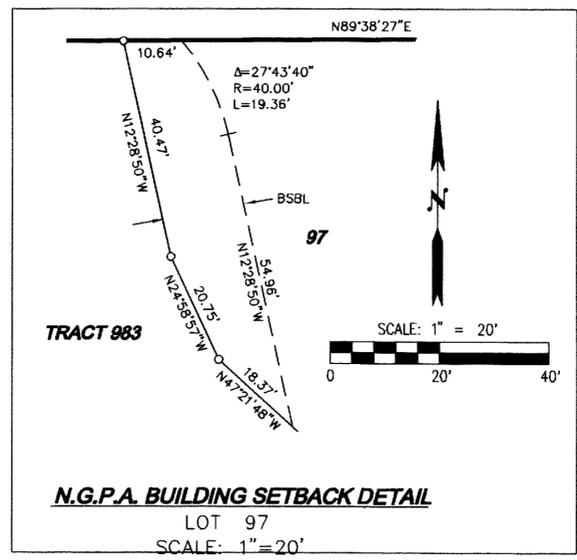
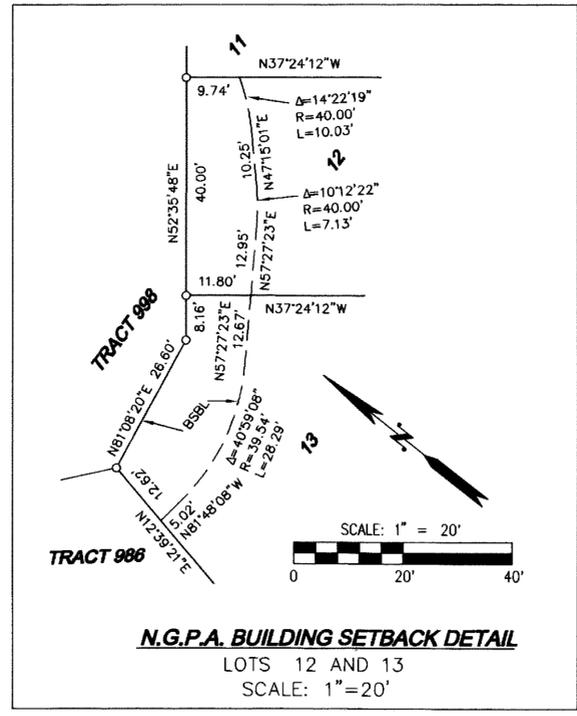
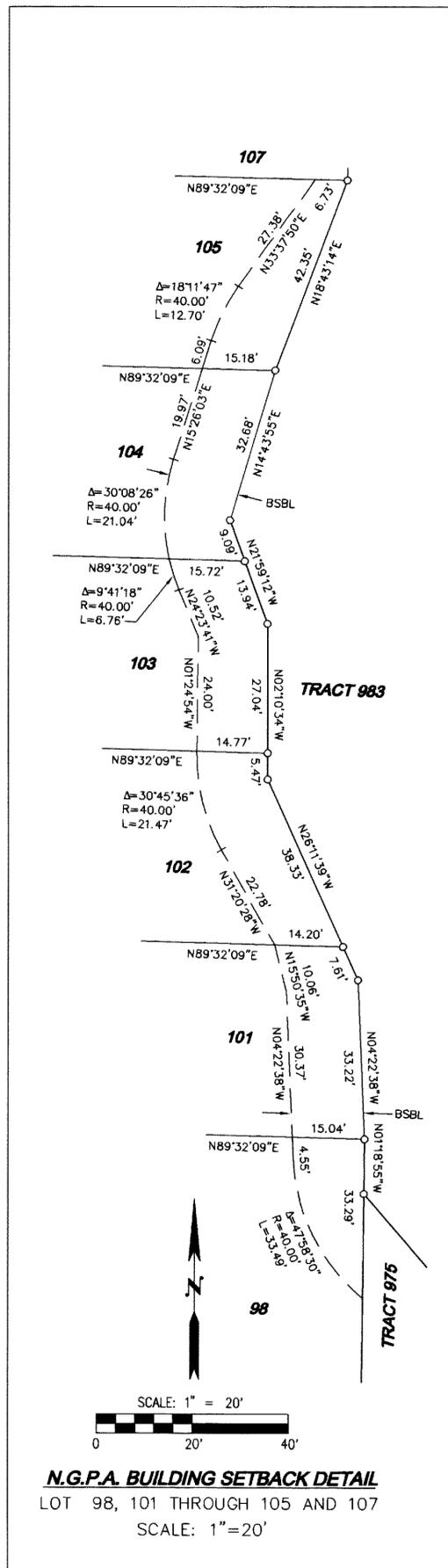
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PROCEDURE USED: FIELD TRAVERSE WITH ACCURACY MEETING OR EXCEEDING THE REQUIREMENTS OF WAC-332-130-090.

**LEGEND**

- BSBL BUILDING SET BACK LINE
- ESMT EASEMENT
- PDE PRIVATE DRAINAGE EASEMENT (SEE PRIVATE STORM DRAINAGE EASEMENT PROVISIONS SHEET 3 OF 10).
- UE UTILITY EASEMENT (SEE "EASEMENT PROVISIONS" SHEET 3 OF 10)
- DE PUBLIC DRAINAGE EASEMENT
- (R) RADIAL



NW 1/4 AND SW 1/4 OF THE SE 1/4 OF  
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DATE: 8-26-14	SCALE: VARIES	JOB NUMBER: 13-101	SHEET: 10 OF 10
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VOL/Pg



Planning & Community Development  
1812 Main Street / P.O. Box 257  
Lake Stevens, WA 98258-0257  
(425) 377-3235

## NOTICE OF APPLICATION/PUBLIC MEETING

*Project Name:* Stonebriar Phase 2 Final Plat  
*Project Number:* LUA2014-0061  
*Applicant:* SSHI LLC dba DR Horton  
*Project Size:* 37.96 Acres  
*Proposed Lots:* 129 lots  
*Date of Notice:* August 27, 2014  
*Date of Public Meeting:* September 8, 2014

**Project Description:** Final plat application for the Stonebriar Subdivision, Phase 2 (129 proposed lots) received 8/20/14. Snohomish County approved the preliminary subdivision on 11/17/06 after an open record hearing and issuance of an environmental determination of non-significance. The City annexed the property in 2010. The applicant has submitted necessary financial securities and installed required improvements. The Lake Stevens City Council will consider acceptance of the subdivision at a public meeting scheduled for Monday, September 8, 2014 at 7:00 pm in the Lake Stevens School District Educational Center (12309 22<sup>nd</sup> Street NE).

**Project Location:** Northwest corner of 20<sup>th</sup> Street SE and 79<sup>th</sup> Ave SE

The staff report for the final subdivision approval will be available for review in the Permit Center at 1812 Main Street, Lake Stevens. ADA information may be found at [www.lakestevenswa.gov](http://www.lakestevenswa.gov).

Comments regarding the proposed final subdivision approval may be submitted orally during the meeting or in writing before the meeting by sending them to City Hall, attn: Russ Wright, PO Box 257, Lake Stevens, WA 98258 or by email at [rwright@lakestevenswa.gov](mailto:rwright@lakestevenswa.gov). The project file is available for review at the Planning/Permit Center located behind City Hall, Monday-Friday 8:00 am-4:30 pm.

*It is the City's goal to comply with the Americans with Disabilities Act. The City offers its assistance to anyone with special needs, including the provision of TDD services.*

Distribution:

Applicant  
Official City Notification Boards  
Lake Stevens Webpage

Property Owners within 300 feet  
Subject Property  
Parties of Record

Everett Herald



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LAKE STEVENS CITY COUNCIL  
**STAFF REPORT**

**Council Agenda Date:** Sept. 8, 2014

**Subject:** Professional Services Agreement with Outcomes by Levy for government affairs services

**Contact Person/Department:** City Administrator Jan Berg

**Budget Impact:** 2014 \$15,500  
2015 \$46,500

---

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

Authorize the Mayor to Sign the Professional Services Agreement with Outcomes by Levy.

**SUMMARY/BACKGROUND:**

In October 2013 the City entered into a one year professional services agreement with Outcomes by Levy to assist the City with retaining the SR9/204 project in the transportation package, identify capital project requests and grant funding opportunities for additional capital projects and keep the City informed about issues in the legislative arena. At the April 14<sup>th</sup> City Council meeting Doug Levy and Jennifer Ziegler presented to the City Council an overview of the legislative session along with detailed material on the work they have accomplished on behalf of the City of Lake Stevens. Attached is a bullet point summary of this presentation.

City Staff is recommending a one year extension of the professional services agreement with no cost increase to continue the work that began last legislative session.

---

**BUDGET IMPACT:**

2014 in \$15,500 and \$46,500 in 2015

---

**ATTACHMENTS:**

- ▶ Exhibit A: Professional Services Agreement
- ▶ Exhibit B: Snapshot of Key Lobbying Efforts & Successes

## **PROFESSIONAL SERVICES AGREEMENT BETWEEN CITY OF LAKE STEVENS AND OUTCOMES BY LEVY LLC FOR CONSULTANT SERVICES**

**THIS AGREEMENT** (“Agreement”) is made and entered into by and between the City of Lake Stevens, a Washington State municipal corporation (“City”), and Outcomes by Levy LLC, , a Washington Limited Liability Corporation ("Consultant").

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

### **ARTICLE I. PURPOSE**

The purpose of this Agreement is to provide the City with consultant services regarding providing lobbying and government affairs services on an ongoing basis as described in Article II. The general terms and conditions of the relationship between the City and the Consultant are specified in this Agreement.

### **ARTICLE II. SCOPE OF SERVICES**

The Scope of Services is attached hereto as **Exhibit “A”** and incorporated herein by this reference (“Scope of Services”). All services and materials necessary to accomplish the tasks outlined in the Scope of Services shall be provided by the Consultant unless noted otherwise in the Scope of Services or this Agreement. All such services shall be provided in accordance with the standards of the Consultant’s profession.

### **ARTICLE III. OBLIGATIONS OF THE CONSULTANT**

**III.1 MINOR CHANGES IN SCOPE.** The Consultant shall accept minor changes, amendments, or revision in the detail of the Scope of Services as may be required by the City when such changes will not have any impact on the service costs or proposed delivery schedule. Extra work, if any, involving substantial changes and/or changes in cost or schedules will be addressed as follows:

**Extra Work.** The City may desire to have the Consultant perform work or render services in connection with each project in addition to or other than work provided for by the expressed intent of the Scope of Services in the scope of services. Such work will be considered as extra work and will be specified in a written supplement to the scope of services, to be signed by both parties, which will set forth the nature and the scope thereof. All proposals for extra work or services shall be prepared by the Consultant at no cost to the City. Work under a supplemental agreement shall not proceed until executed in writing by the parties.

**III.2 WORK PRODUCT AND DOCUMENTS.** The work product and all documents produced under this Agreement shall be furnished by the Consultant to the City, and upon completion of the work shall become the property of the City, except that the Consultant may retain one copy of the work product and documents for its records. The Consultant will be responsible for the accuracy of the work, even though the work has been accepted by the City.

In the event that the Consultant shall default on this Agreement or in the event that this Agreement shall be terminated prior to its completion as herein provided, all work product of the Consultant, along with a summary of work as of the date of default or termination, shall become the property of the City. Upon request, the Consultant shall tender the work product and summary to the City. Tender of said work product shall be a prerequisite to final payment under this Agreement. The summary of work done shall be prepared at no additional cost to the City.

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

**III.3 TERM.** The term of this Agreement shall commence on October 1, 2014 and shall terminate at midnight, September 30, 2015. The parties may extend the term of this Agreement by written mutual agreement.

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

**III.5 EMPLOYMENT.**

a. The term “employee” or “employees” as used herein shall mean any officers, agents, or employee of the of the Consultant.

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

c. Consultant represents, unless otherwise indicated below, that all employees of Consultant that will provide any of the work under this Agreement have not ever been retired from a Washington State retirement system, including but not limited to Teacher (TRS), School District (SERS), Public Employee (PERS), Public Safety (PSERS), law enforcement and fire fighters (LEOFF), Washington State Patrol (WSPRS), Judicial Retirement System (JRS), or otherwise. *(Please indicate No or Yes below)*

\_\_\_\_\_ No employees supplying work have ever been retired from a Washington state retirement system.

\_\_\_\_\_ Yes employees supplying work have been retired from a Washington state retirement system.

In the event the Consultant indicates “no”, but an employee in fact was a retiree of a Washington State retirement system, and because of the misrepresentation the City is required to defend a claim by the Washington State retirement system, or to make contributions for or on account of the employee, or reimbursement to the Washington State retirement system for benefits paid, Consultant hereby agrees to save, indemnify, defend and hold City harmless from and against all expenses and costs, including reasonable attorney’s fees incurred in defending the claim of the Washington State retirement system and from all contributions paid or required to be paid, and for all reimbursement required to the Washington State retirement system. In the event Consultant affirms that an employee providing work has ever retired from a Washington State retirement system, said employee shall be identified by Consultant, and such retirees shall provide City with all information required by City to report the employment with Consultant to the Department of Retirement Services of the State of Washington.

### III.6 INDEMNITY.

a. **Indemnification / Hold Harmless.** Consultant shall defend, indemnify and hold the City, its officers, officials, employees and volunteers harmless from any and all claims, injuries, damages, losses or suits including attorney fees, arising out of or resulting from the acts, errors or omissions of the Consultant in performance of this Agreement, except for injuries and damages caused by the sole negligence of the City.

b. Should a court of competent jurisdiction determine that this Agreement is subject to RCW 4.24.115, then, in the event of liability for damages arising out of bodily injury to persons or damages to property caused by or resulting from the concurrent negligence of the Consultant and the City, its officers, officials, employees, and volunteers, the Consultant's liability, including the duty and cost to defend, hereunder shall be only to the extent of the Consultant's negligence.

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

d. For the purposes of the indemnity contained in subpart “A” of this paragraph 3.6, Consultant hereby knowing, intentionally, and voluntarily waives the immunity of the Industrial Insurance Act, Title 51 RCW, solely for the purposes of this indemnification. This waiver has been mutually negotiated by the parties.

\_\_\_\_\_ (initials) \_\_\_\_\_ (initials)

### III.7 INSURANCE.

a. **Minimum Limits of Insurance.** The Consultant shall procure, and maintain for the duration of the Agreement, insurance against claims for injuries to persons or damage to property which may arise from or in connection with the performance of the work and services hereunder by the Consultant, its agents, representatives, employees or subcontractors. The Consultant shall, before commencing work under this agreement, file with the City certificates of insurance coverage and the policy endorsement to be kept in force continuously during this Agreement, in a form acceptable to the City.

b. **Minimum Scope of Insurance - Consultant shall obtain insurance of the types described below:**

- (1). Automobile Liability insurance covering all owned, non-owned, hired and leased vehicles. Coverage shall be written on Insurance Services Office (ISO) form CA 00 01 or a substitute form providing equivalent liability coverage. If necessary, the policy shall be endorsed to provide contractual liability coverage.
- (2). Commercial General Liability insurance shall be written on ISO occurrence form CG 00 01 and shall cover liability arising from premises, operations, independent contractors and personal injury and advertising injury. The City shall be named as an insured under the Consultant's Commercial General Liability insurance policy with respect to the work performed for the City.
- (3). Workers' Compensation coverage as required by the Industrial Insurance laws of the State of Washington.
- (4). Professional Liability insurance appropriate to the Consultant's profession.

c. **The minimum insurance limits shall be as follows:**

- (1) Comprehensive General Liability. \$1,000,000 combined single limit per occurrence for bodily injury personal injury and property damage; \$2,000,000 general aggregate.
- (2) Automobile Liability. \$1,000,000 combined single limit per accident for bodily injury and property damage.
- (3) Workers' Compensation. Workers' compensation limits as required by the Workers' Compensation Act of Washington.

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

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

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

f. **Verification of Coverage.** In signing this agreement, the Consultant is acknowledging and representing that required insurance is active and current. Consultant shall furnish the City with original certificates and a copy of the amendatory endorsements, including but not necessarily limited to the additional insured endorsement, evidencing the insurance requirements of the Consultant before commencement of the work. Further, throughout the term of this Agreement, the Consultant shall provide the City with proof of insurance upon request by the City.

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

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

i. **Claims-made Basis.** Unless approved by the City all insurance policies shall be written on an "Occurrence" policy as opposed to a "Claims-made" policy. The City may require an extended reporting endorsement on any approved "Claims-made" policy.

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

### III.8 DISCRIMINATION PROHIBITED AND COMPLIANCE WITH EQUAL

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

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

**III.10 LEGAL RELATIONS.** The Consultant shall comply with all federal, state and local laws and ordinances applicable to work to be done under this Agreement. The Consultant represents that the firm and all employees assigned to work on any City project are in full compliance with the statutes of the State of Washington governing activities to be performed and that all personnel to be assigned to the work required under this Agreement are fully qualified and properly licensed to perform the work to which they will be assigned. This Agreement shall be interpreted and construed in accordance with the laws of Washington. Venue for any litigation commenced relating to this Agreement shall be in Snohomish County Superior Court.

**III.11 INDEPENDENT CONTRACTOR.**

a. The Consultant and the City understand and expressly agree that the Consultant is an independent contractor in the performance of each and every part of this Agreement. The Consultant expressly represents, warrants and agrees that his status as an independent contractor in the performance of the work and services required under this Agreement is consistent with and meets the six-part independent contractor test set forth in RCW 51.08.195 or as hereafter amended. The Consultant, as an independent contractor, assumes the entire responsibility for carrying out and accomplishing the services required under this Agreement. The Consultant shall make no claim of City employment nor shall claim any related employment benefits, social security, and/or retirement benefits.

b. The Consultant shall be solely responsible for paying all taxes, deductions, and assessments, including but not limited to federal income tax, FICA, social security tax, assessments for unemployment and industrial injury, and other deductions from income which may be required by law or assessed against either party as a result of this Agreement. In the event the City is assessed a tax or assessment as a result of this

Agreement, the Consultant shall pay the same before it becomes due.

c. The City may, during the term of this Agreement, engage other independent contractors to perform the same or similar work that the Consultant performs hereunder.

d. Prior to commencement of work, the Consultant shall obtain a business license from the City.

**III.12 CONFLICTS OF INTEREST.** The Consultant agrees to and shall notify the City of any potential conflicts of interest in Consultant's client base and shall obtain written permission from the City prior to providing services to third parties where a conflict or potential conflict of interest is apparent. If the City determines in its sole discretion that a conflict is irreconcilable, the City reserves the right to terminate this Agreement.

**III.13 CITY CONFIDENCES.** The Consultant agrees to and will keep in strict confidence, and will not disclose, communicate or advertise to third parties without specific prior written consent from the City in each instance, the confidences of the City or any information regarding the City or services provided to the City.

**III.14 SUBCONTRACTORS/SUBCONSULTANTS.**

a. The Consultant shall is responsible for all work performed by subcontractors/subconsultants pursuant to the terms of this Agreement.

b. The Consultant must verify that any subcontractors/subconsultants they directly hire meet the responsibility criteria for the project. Verification that a subcontractor/subconsultant has proper license and bonding, if required by statute, must be included in the verification process. The Consultant will use the following Subcontractors/Subconsultants or as set forth in Exhibit \_\_\_\_:

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c. The Consultant may not substitute or add subcontractors/subconsultants without the written approval of the City.

d. All Subcontractors/Subconsultants shall have the same insurance coverages and limits as set forth in this Agreement and the Consultant shall provide verification of said insurance coverage.

## **ARTICLE IV. OBLIGATIONS OF THE CITY**

### **IV.1 PAYMENTS.**

a. The Consultant shall be paid by the City for services rendered under this Agreement as described in the Scope of Services and shall be \$4,800 per month plus reimbursement for routine legislative session related expenses for mileage, meals parking and overnight accommodations. Legislative expenses shall be prorated with other clients of Consultant to the maximum extent practicable. In no event shall the compensation paid to Consultant under this Agreement exceed \$62,000 without the written agreement of the Consultant and the City. Such payment shall be full compensation for work performed and services rendered and for all labor, materials, supplies, equipment and incidentals necessary to complete the work. In the event the City elects to expand the scope of services from that set forth in Exhibit A, the City shall pay Consultant a mutually agreed amount.

b. The Consultant shall submit a monthly invoice to the City for services performed in the previous calendar month in a format acceptable to the Cities. The Consultant shall maintain time and expense records and provide them to the Cities upon request.

c. The City will pay timely submitted and approved invoices received before the 20th of each month within thirty (30) days of receipt.

**IV.2 CITY APPROVAL.** Notwithstanding the Consultant's status as an independent contractor, results of the work performed pursuant to this Agreement must meet the approval of the City, which shall not be unreasonably withheld if work has been completed in compliance with the Scope of Services and City requirements.

**IV.3 MAINTENANCE/INSPECTION OF RECORDS.** The Consultant shall maintain all books, records, documents and other evidence pertaining to the costs and expenses allowable under this Agreement in accordance with generally accepted accounting practices. All such books and records required to be maintained by this Agreement shall be subject to inspection and audit by representatives of the City and/or the Washington State Auditor at all reasonable times, and the Consultant shall afford the proper facilities for such inspection and audit. Representatives of the City and/or the Washington State Auditor may copy such books, accounts and records where necessary to conduct or document an audit. The Consultant shall preserve and make available all such books of account and records for a period of three (3) years after final payment under this Agreement. In the event that any audit or inspection identifies any discrepancy in such financial records, the Consultant shall provide the City with appropriate clarification and/or financial adjustments within thirty (30) calendar days of notification of the discrepancy.

## **ARTICLE V. GENERAL**

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

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

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

**Outcomes by Levy  
15619 N.E. 62<sup>nd</sup> Place  
Kenmore, WA 98028**

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

V.2 **TERMINATION.** The right is reserved by the City to terminate this Agreement in whole or in part at any time upon ten (10) calendar days' written notice to the Consultant.

If this Agreement is terminated in its entirety by the City for its convenience, the City shall pay the Consultant for satisfactory services performed through the date of termination in accordance with payment provisions of Section VI.1.

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

V.4 **EXTENT OF AGREEMENT/MODIFICATION.** This Agreement, together with attachments or addenda, represents the entire and integrated Agreement between the parties and supersedes all prior negotiations, representations, or agreements, either written or oral. This Agreement may be amended, modified or added to only by written instrument properly signed by both parties.

V.5 **SEVERABILITY**

a. If a court of competent jurisdiction holds any part, term or provision of this Agreement to be illegal or invalid, in whole or in part, the validity of the remaining provisions shall not be affected, and the parties' rights and obligations shall be construed and enforced as if the Agreement did not contain the particular provision held to be invalid.

b. If any provision of this Agreement is in direct conflict with any statutory provision of the State of Washington, that provision which may conflict shall be deemed inoperative and null and void insofar as it may conflict, and shall be deemed modified to conform to such statutory provision.

V.6 **NONWAIVER.** A waiver by either party hereto of a breach by the other party hereto of any covenant or condition of this Agreement shall not impair the right of the party not in default to avail itself of any subsequent breach thereof. Leniency, delay or failure of either party to insist upon strict performance of any agreement, covenant or condition of this Agreement, or to exercise any right herein given in any one or more instances, shall not be construed as a waiver or relinquishment of any such agreement, covenant, condition or right.

V.7 **FAIR MEANING.** The terms of this Agreement shall be given their fair meaning and shall not be construed in favor of or against either party hereto because of authorship. This Agreement shall be deemed to have been drafted by both of the parties.

V.8 **GOVERNING LAW.** This Agreement shall be governed by and construed in accordance with the laws of the State of Washington.

V.9 **VENUE.** The venue for any action to enforce or interpret this Agreement shall lie in the Superior Court of Washington for Snohomish County, Washington.

V.10 **COUNTERPARTS.** This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same Agreement.

V.11 **AUTHORITY TO BIND PARTIES AND ENTER INTO AGREEMENT.** The undersigned represent that they have full authority to enter into this Agreement and to bind the parties for and on behalf of the legal entities set forth below.

DATED this \_\_\_\_\_ day of \_\_\_\_\_, 2014.

CITY OF LAKE STEVENS

Outcomes by Levy

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

By \_\_\_\_\_  
Doug Levy, Member

Approved as to form:

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

## Exhibit "A"

### Scope of Services

Doug Levy, in partnership with Jennifer Ziegler, will work on the following priority issues and issue areas for the City:

- Full funding for the SR 9/SR 204 project in any comprehensive transportation investment package, with a push for construction funding to start at the earliest possible date;
- A request for 2015-2017 Capital Budget "Local/Community Project" funding. The City will work with its area legislative delegation to identify the local project with the best chance for being successfully funded;
- Protecting and if possible enhancing state revenues that are shared with cities and counties, including liquor excise taxes, liquor revolving account funds, criminal justice assistance monies, any remaining 10-year Annexation Sales Tax Credit monies, etc.;
- Ensuring that the City, and other local governments throughout Washington, are included in a new distribution of revenues model established for excise tax proceeds under the voter-approved Initiative 502 marijuana retail, processing, and production;
- Local option revenue and fee authority for local governments, including potential reform of the 1 percent property tax limit, approaches to help offset State Supreme Court mandated public defense caseload standards, transportation funding options, etc.;
- Cost containment, mandate relief, and efficiency measures to assist local governments, including potential Public Records Act cost recovery;
- Funding for local infrastructure, both through the Capital Budget and including efforts to end the six-year diversion of significant Public Works Assistance Account monies;
- Protection of existing statutory authority in areas such as water/sewer district 'assumption,' annexations, etc.;
- Assisting City staff with ongoing pursuit of grant funding, particularly at the state level but also covering federal programs and regional funding competition as needed.

EXHIBIT B

**Snapshot of Key Lobbying Efforts & Successes for City of Lake Stevens**

**Doug Levy/Jennifer Ziegler – supported & assisted by Brittany Jarnot**

- **Transportation – SR 9/SR 204:** The \$58 million project has the best and strongest standing it has ever had. It is on every list being circulated. The Senate Majority Coalition put the project on a key jobs and revenue generation list in a proposal it announced in February. Senator Hobbs' end-of-session "middle of the road" project list expedites the construction start of the project to 2015-17. The City and Mayor have met with all key transportation chairs/co-chairs.
- **Grants/loans:** The City now has a much more developed game plan for pursuing grants and loans funding at the state level and has new information about capital and transportation categories specifically. We spent the better part of a day with Jan Berg, Mick Monken, and Becky Ableman introducing them to key grant administrators in multiple agencies.
- **Capital Budget:** Pending new direction from the Administration/Council, we fleshed out a 2015-17 Capital Budget ask – the Cavalero Park Skate Park project. Additionally, we are poised to partner with WDFW on boat launch improvements through a "WWRP" application.
- **2SSB 6096:** We got this bill amended by Marysville and Arlington to include Lake Stevens, and testified in support on multiple occasions. This economic development, local property tax tool legislation did not pass in 2014, but may well be poised to do so in 2015.
- **Indigent Defense Costs:** We were instrumental in the passage off the Senate Floor of a bill (**2ESSB 6249**) that would have greatly helped us with offsetting new indigent defense costs from a State Supreme Court caseload standard that starts in January 2015. We led the lobbying effort on **6249** and while it didn't pass, the formation of an interim work group gives hope for 2015.
- **Amendments and adjustments to bills:** We worked on amendments and adjustments to several bills, including one (ESHB 1484) that might have required an onerous Puget Sound Partnership criterion for any future Public Works Assistance Account application.
- **Heading off and amending the bad stuff:** We played a key role in heading off numerous damaging bills. Examples: **SHB 2677** on impact fees; **ESSB 6008** on water-sewer 'assumptions.'
- **Much greater level of information and awareness regarding the Legislature:** We provided detailed weekly reports that provide the Mayor, City Council, and staff with a much greater level of awareness and information on legislative goings-on than ever before.
- **Lake Stevens is a player now:** We would argue that the City is much more a player in impacting what happens in Olympia. Example: Mayor Little is part of a House Finance testimony panel on April 24.



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LAKE STEVENS CITY COUNCIL  
**STAFF REPORT**

**Agenda Date:** September 8, 2014

**Subject:** City of Lake Stevens Affordable Housing Profile Presentation

**Contact Person/** Rebecca Ableman  
**Department:** Planning & Community Development Director  
Kristina Gallant  
Alliance for Housing Affordability Analyst

**Budget Impact:** None

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

Review the Lake Stevens Affordable Housing Profile presentation and provide feedback to staff on any follow up items.

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**DISCUSSION:**

The City of Lake Stevens is a member of the Alliance for Housing Affordability (AHA) along with several other Snohomish cities and the County. The Alliance is focused on affordable housing issues relating to public and elected official education, housing analysis, and comprehensive planning support.

Members include the cities of Arlington, Edmonds, Everett, Granite Falls, Lake Stevens, Lynnwood, Marysville, Mill Creek, Mountlake Terrace, Mukilteo, Snohomish, Stanwood, the Town of Woodway, and Snohomish County. The Housing Authority of Snohomish County is also a member and is the Administering Agency where the staff member is employed.

The first major effort of AHA staff is to prepare Affordable Housing profiles for each member jurisdiction, many of which are already completed or in process. The Lake Stevens profile is in draft form pending completion of the Executive Summary and Opportunities and Challenges sections. This analysis will provide the basis for changes to the City's Comprehensive Plan and any follow up implementation mechanisms and/or efforts to accommodate the affordable housing needs of the City.

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**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 Policies specifically require that jurisdictions plan for affordable housing needs in their communities.

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**BUDGET IMPACT:**

There is no budget impact to this amendment. This analysis will be used extensively for the 2015 Comprehensive Plan Update.

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**ATTACHMENTS:**

Attachment 1 – DRAFT Affordable Housing Profile – City of Lake Stevens

# Draft Affordable Housing Profile City of Lake Stevens

Prepared for the City of Lake Stevens by the Alliance for Housing  
Affordability

**February 2014**

DRAFT

## Acknowledgements

Special thanks to all those who helped prepare this profile.

### **City Staff**

Becky Ableman, Planning and Community Development Director

### **Alliance for Housing Affordability**

Kristina Gallant, Analyst

DRAFT

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## Executive Summary

### A Summary of Lake Stevens by the Numbers

Population	28,960 <sup>1</sup>
Total Households	9,550 <sup>2</sup>
Family <sup>3</sup> Households	7,077
Family Households with Minor Children	3,812
Cost-Burdened Households	4,167
Households Earning Less than 50% AMI	2,276
Median Household Income	\$73,128
Minimum income to afford 2012 median home mortgage	\$43,040
Subsidized Housing	
Section 8 Housing Choice Vouchers	125 vouchers
Other Dedicated Subsidized Housing	22 units
Workforce Housing	131 units
Total Renter-Occupied Housing Units	2,082
Affordable Rental Housing Units*	
Total Owner-Occupied Housing Units	7,468
Affordable Owner-Occupied Housing Units	
Total Vacant Housing Units	650

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<sup>1</sup> Washington State Office of Financial Management, 2013

<sup>2</sup> US Census Bureau; American Community Survey, 2007-2011

<sup>3</sup> This is based on the US Census Bureau's definition of family, which "consists of two or more people (one of whom is the householder) related by birth, marriage, or adoption residing in the same housing unit."

## Maps, Figures, & Tables

- Figure 1.1. Total Population for Lake Stevens, 1990 - 2012
- Figure 1.2. Population share by housing tenure, Lake Stevens and Snohomish County
- Table 1.1. Cost Burden by Income Level and Tenure, Lake Stevens & Snohomish County
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- Map 2.9. Remodeled Housing Stock
- Map 2.10. Average Occupants Per Rental Unit

## Introduction

The purpose of this profile is to provide detailed information on existing conditions for housing in the City of Lake Stevens so the City can plan more effectively to promote affordable housing and collaborate with neighboring jurisdictions. This profile will present the full spectrum of its subsidized and market rate housing stock.

Lake Stevens is located approximately 5 miles east of the City of Everett along Highway 2. It is bounded to the north by Highway 92, and Highway 9 runs through the western area of the city limits. The City surrounds a large lake, from which it takes its name. Over the past decade, the City has been steadily annexing the areas within its Urban Growth Area surrounding the lake, and currently only about a quarter of its shoreline remains unincorporated. Downtown Lake Stevens is located on the northeast side of the lake. Lake Stevens Center, a second, larger commercial center, is located on the west side of the lake featuring large scale retail and a transit center. The 20<sup>th</sup> Street SE Corridor, a third, mostly underdeveloped commercial area, is located in the southwest area of the City.

Several affordable housing-specific terms and concepts will be used throughout the profile. Income levels will be defined by their share of "Area Median Income", or AMI. For this report, median income for the Seattle-Bellevue HUD Metro Fair Market Rent Area (HMFA) will be used for AMI because it is the measure HUD uses to administer its programs. The affordable housing field defines income levels as they relate to AMI. These are:

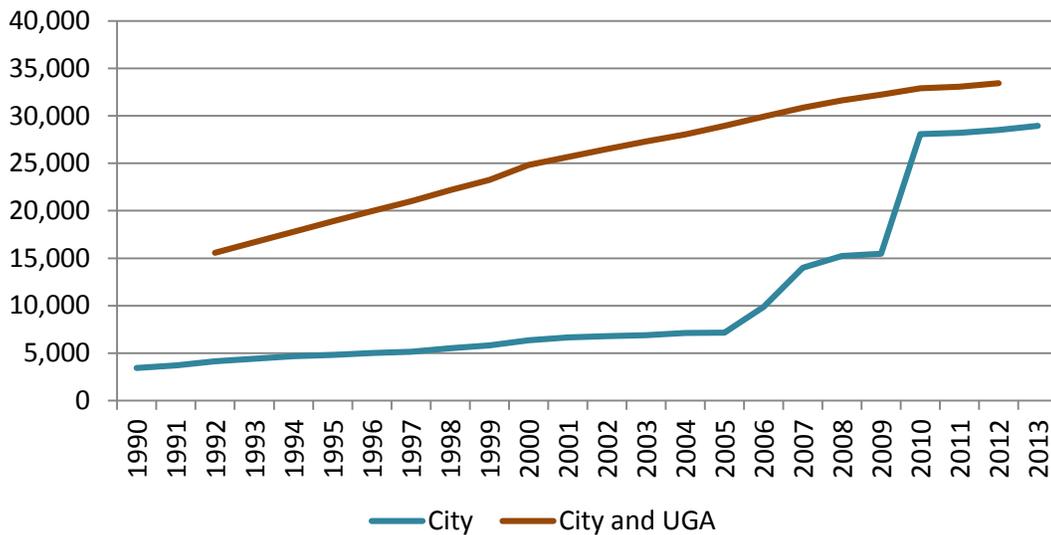
- Extremely Low Income - up to 30% AMI
- Very Low Income - up to 50% AMI
- Low Income - up to 80% AMI
- Moderate Income - up to 95% AMI
- Middle Income - up to 120% AMI

When a household spends more than 30% of their income on housing, they are considered to be "cost burdened", and, if lower income, will likely have to sacrifice spending on other essentials like food and medical care. "Cost burden" is used as a benchmark to evaluate housing affordability.

# 1. Demographics

In 2013, the City of Lake Stevens was home to an estimated 28,960 people, representing a 355% increase over its 2000 population of 6,361<sup>4</sup>. Most of this dramatic increase is explained by several significant annexations during this period. The combined population of Lake Stevens' incorporated and unincorporated areas has still increased steadily since the early 1990s, as shown in Figure 1.1, below.

**Figure 1.1. Total Population for Lake Stevens, 1990 - 2013**



Source: Washington State OFM, *Snohomish County Tomorrow*

The 2011<sup>5</sup> population includes 9,550 households. Of these, 7,077, or 74%, are family<sup>6</sup> households, and 54% of those families have children. In Snohomish County overall, 68% of households are families, and only 32% of those families have children. The average family size in Lake Stevens is 3.29, compared to 3.12 for the County<sup>7</sup>.

As shown in Figure 1.2, the share of the population living in renter-occupied housing units is lower in Lake Stevens than in the County overall. From 2000 to 2011, however, the share of renters rose around 2.5%. The increase in the share of owners from 2000 to 2011 across the County was less pronounced - less than 1%.

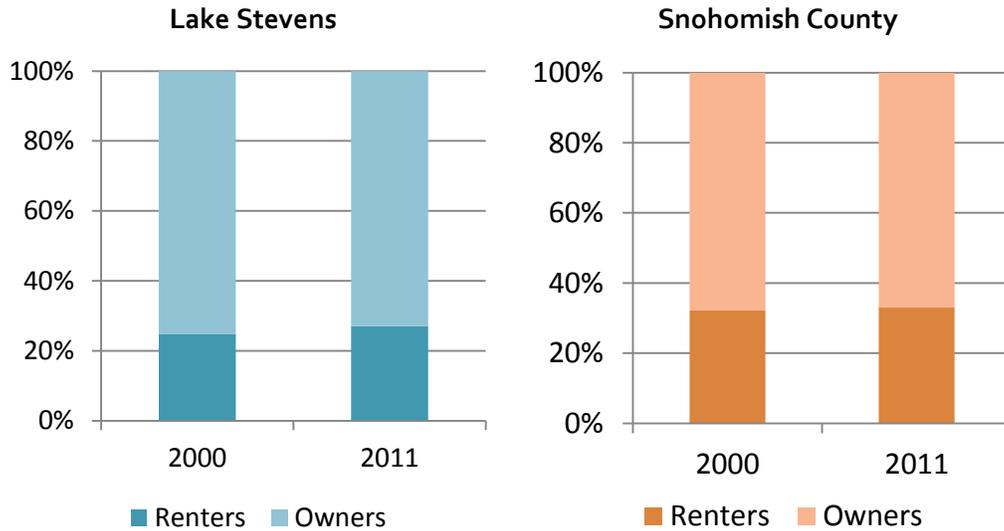
<sup>4</sup> Washington State Office of Financial Management, 2013

<sup>5</sup> 2011 data is used as, at time of writing, it is the most recent ACS 5-year data available

<sup>6</sup> This is based on the US Census Bureau's definition of family, which "consists of two or more people (one of whom is the householder) related by birth, marriage, or adoption residing in the same housing unit."

<sup>7</sup> US Census Bureau; American Community Survey, 2007-2011

Figure 1.2. Population share by housing tenure, Lake Stevens & Snohomish County



Source: US Census Bureau, 2000; US Census Bureau, 2010

Lake Stevens' 2011 median income of \$73,128 is higher than that of the County overall, which is \$67,777<sup>8</sup>. There are economic segments of the City's population that could still be at risk of housing burden, however. Based on 2011 American Community Survey (ACS) 5-year estimates, and comparing the City against income levels for the Seattle-Bellevue HMFA:

- 1,135 households, or 12% of Lake Stevens' total, are considered to be extremely low income, earning less than 30% of area median income (AMI),
- 1,141, or 12%, are considered very low income, earning between 30 and 50% of AMI,
- 2,160, or 23%, are considered low income, earning between 50 and 80% of AMI, and
- 1,068, or 11%, are considered moderate income, earning between 80 and 90% of AMI

It is worth noting that, due to data constraints, these percentages do not take household size into consideration. Here, a household consisting of one adult with an income level equal to another household consisting of two adults and three children would both be placed at the same percentage of AMI, even though the larger family would be more

<sup>8</sup> Ibid.

constrained financially. HUD’s AMI calculations include ranges for households sized 1-8 people, and, in this report, sensitivity for household size is used wherever possible, as detailed in Appendix F.

Maps 1.7 and 1.8 show the percentage of renter and owner households in each census tract that are cost burdened, meaning that they spend more than 30% of their income on housing. Overall, 44% of households in Lake Stevens are cost burdened, renters and owners combined. The share of cost burdened owner households ranges from 38% to 56% per tract. For renter households, the share of cost burden is more variable, ranging from 29% to 67% per tract<sup>9</sup>. For owners, the highest levels of cost burden are concentrated in the tracts to the northwest and generally decrease moving south, with the exception of the tract to the northeast of the lake which is among the least cost burdened for both renters and owners. Renters in the north are generally less cost burdened, while those on the west side of the city are more cost burdened.

Table 1.1, below, shows the percentage of each income group that is cost burdened in Snohomish County and Lake Stevens by tenure. According to this data, extremely low- and very low income renters are less likely to be cost burdened in Lake Stevens than the County overall. As income rises, renters become more likely to be cost burdened compared to the County. Owners in all income levels are more likely to be cost burdened in Lake Stevens compared to the entire County. When looking at renters and owners combined, extremely low-income households are essentially just as likely to be cost burdened in Lake Stevens as the County overall, but all other income groups are more likely to be cost burdened in Lake Stevens.

**Table 1.1: Cost Burden by Income Level and Tenure, Lake Stevens & Snohomish County**

	Renters		Owners		All	
	Lake Stevens	Snohomish County	Lake Stevens	Snohomish County	Lake Stevens	Snohomish County
<b>Extremely Low</b>	68%	82%	86%	74%	78%	79%
<b>Very Low</b>	66%	67%	69%	62%	68%	65%
<b>Low</b>	38%	30%	66%	57%	60%	47%

<sup>9</sup> Ibid.

<b>Moderate</b>	18%	15%	53%	47%	47%	39%
<b>Middle</b>	10%	5%	43%	40%	38%	33%

Source: US Census Bureau; American Community Survey, 2007 – 2011

ACS data for the tracts immediately surrounding the lake tends to be extreme across multiple categories. As shown in Map 1.4, for example, the area around the north and west lakeshore has the highest percentage of vacant housing units in the City. However, if there are a large amount of second homes (like vacation homes) in the area that are not rented out long term, the data could be distorted, as the census board considers such residences to be vacant. Vacancy is also very high along the western edge of the City, which may be explained by the fact that this area has a high concentration of brand new development. (See Map 2.4) Families in the tracts surrounding the lake also tend to be smaller, a statistic that would not be affected by second home skew. Homeowners in this area are more likely to own their homes free and clear relative to the rest of the city. This tract also has a higher percentage of residents with low or lower incomes than other tracts in the city. This could also be explained by the fact that the tract is fairly large and diverse in terms of types of housing.

In downtown Lake Stevens, located to the northeast of the lake, both renters and owners tend to be less cost burdened than those living elsewhere. The share of cost burden is higher for both renters and owners along the southern edge of downtown. As shown in Map 1.3, the City’s highest concentration of renters is centered around the downtown area.

The 2011 unemployment rate was 5.5% in Lake Stevens, compared to 5.7% for the County. For employed Lake Stevens residents, the mean commute time is 33.3 minutes, compared with 29.3 for the County. 77.4% of city residents drive to work alone compared with 74% of all County workers. At 32.5% of the employed population, the most common occupations for Lake Stevens residents are in “management, business, science, and arts” followed by sales and office with 26.5% of the employed population. The two most dominant industries employing city residents are education and health care, with 17.5% of workers, and manufacturing, with 14.8% of workers<sup>10</sup>.

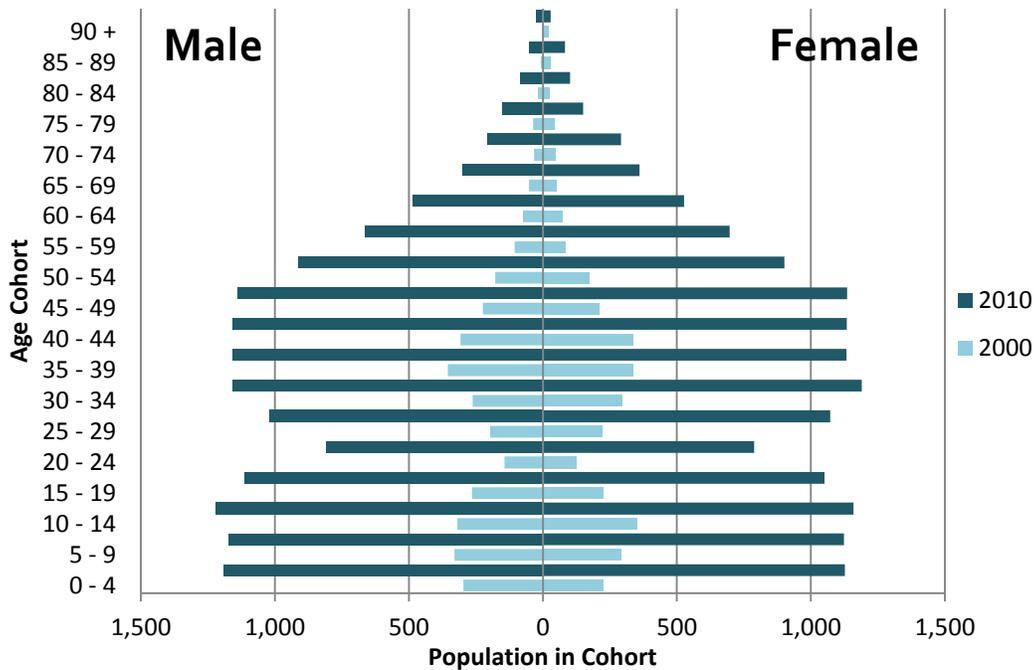
According to the Puget Sound Regional Council, Lake Stevens is home to 4,056 jobs. Most of these are in the Services or Education sector. Within those two sectors, the three

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<sup>10</sup> Ibid.

largest employers are education (1,028 jobs); accommodation and food services (607 jobs); and retail trade (529 jobs).

**Figure 1.3. Lake Stevens Population Pyramid, 2000 - 2010**



Source: US Census Bureau

The shape of the City’s population pyramid, shown in figure 1.3, offers additional insight into its housing needs and how they may be changing. Again, this information is for the incorporated city only, and thus reflects the tremendous absolute growth in population over the decade through annexation. In the 2010 pyramid, we see that births are staying strong, rather than dropping as in other communities. However, the fact that the two bulges around the child- and middle age cohorts are relatively even in size shows that the birth rate is not exceeding replacement levels. Therefore, the population will likely remain steady with any significant growth coming from migration or a future change in birth rates. The validity of these observations is limited by the fact that annexations between 2000 and 2010 changed the City’s population so dramatically.

## Household Profiles

These are the stories of several actual Lake Stevens households who receive some kind of housing assistance. All names and many nonessential details have been changed to respect their privacy.

## **JOANNE**

Joanne is a disabled woman in her 50s who lives alone. She receives around \$1,000 per month in disability assistance, and does not have other income.

### *With Assistance*

With her voucher, Joanne pays \$300 in rent, including utilities, for a one bedroom apartment. This leaves her \$700 per month for other expenses.

### *Without Assistance*

Without a voucher, Joanne would have to pay \$650 per month for her apartment, including utilities. This is more than 60% of her monthly income. There are no apartments advertised in Lake Stevens that would be remotely affordable to her. If she were to find alternative market rate housing, she could possibly find a more affordable mother-in-law unit or room in a shared house, but it would have to be compatible with her disability.

## **ASHLEY**

Ashley is a woman in her 20s who lives with her school age son. Between her job and assistance from her family, she makes \$1,900 per month.

### *With Assistance*

With her voucher, Ashley pays \$473 in rent and \$97 in utilities for a two bedroom apartment. This leaves her with \$1,330 per month.

### *Without Assistance*

Without a voucher, Ashley would pay \$900 in rent and \$97 in utilities for the same apartment. This would leave her with \$903 per month for food and other essentials for her family, less than half of her monthly income. The cheapest two bedroom rent advertised at the time this report was produced was \$822 for a mobile home. While this is more affordable than her current apartment, the rent is still more than 40% of her current monthly income. There is also no guarantee she would find a unit quite that affordable at another time – most other two bedroom units were in the high \$900 – low \$1000 range including utilities.

## **TODD**

Todd and Shelley are in their early 30s and live with their two young children in a three bedroom home. Todd works full time at about \$13/hour, and Shelley is a student. Not including Shelley's financial aid, they make around \$2,300 per month.

*With Assistance*

With their voucher, they pay \$525 in rent and \$165 for utilities per month to rent their home. This leaves their family with about \$1,610 per month for other expenses.

*Without Assistance*

Without a voucher, Todd and Shelley would pay \$1,275 in rent and \$165 in utilities for the same rental home – more than 60% of their income. This would leave them with \$860 per month. In order to afford their current unit, the couple would have to make \$4,250 per month. This increase in income is equal to Todd working an additional 37.5 hours per week at his current job. As Todd already works full time, this is not feasible. To make this work, Todd would either have to find a job that pays double his current pay, or Shelley would have to abandon her studies to work full time. Depending on what Shelley is studying, this could mean losing out on a significant future increase in household income if Shelley does not get her degree.

There are no two or three bedroom units with advertised rents that would be less than 30% of their monthly income including utilities. The cheapest three bedroom they could find would probably be around \$1,000 per month, and probably difficult to find. If they downsized to a two bedroom, they could probably find a unit in the \$800-900 range, still well above what would be affordable to them. Either way, they would likely have to forego certain essential expenses without housing assistance.

**CLAIRE**

Claire is a disabled woman in her 50s who lives with her three children, one of which is in her early 20s. Between Claire's disability assistance and her daughter's unemployment payments, the family makes \$2,800 per month.

*With Assistance*

With her voucher, Claire pays \$646 in rent and \$194 in utilities for a three bedroom apartment. This leaves her with \$1,960 per month for her family's other expenses.

*Without Assistance*

Without a voucher, Claire would pay \$1,300 in rent and \$194 in utilities for the same apartment, exceeding 50% of their income. This would leave her with \$1,306 per month,

\$654 less than with her voucher. There are three bedroom units in Lake Stevens that are cheaper than the one she currently rents, but none so affordable that she could avoid spending more than 30% of her income on housing.

DRAFT

## 2. Housing Units

For the purposes of this report, Lake Stevens’ housing stock is divided into subsidized rental units, workforce rental units, market rate rental units (both single- and multi-family), and home ownership. Subsidized rental units are targeted toward households with the lowest incomes, typically less than 30% AMI. Populations targeted for subsidized rental units often include the disabled, elderly, and other populations living on fixed incomes with special needs. A subsidized property is one that receives funding, perhaps rental assistance or an operating subsidy, to insure that its residents pay rents that are affordable for their income level. Some properties only apply their subsidy to select units. It is also common for subsidized units to be restricted to certain groups like families, the elderly, or homeless.

Workforce rental units are targeted to working households that still cannot afford market rents. Workforce rental units and subsidized rental units are both considered “assisted”, but differ in several areas. The key difference between subsidized and workforce units is that workforce units have a subsidy “built in” through the use of special financing methods and other tools, allowing (and typically requiring) the landlord to charge less for rent. An example of this would be when a private investor benefits from low income housing tax credits when building a new residential development. In exchange for the tax credit savings, the property owner would have to restrict a certain number of units to a certain income level for a certain period of time. When the owner is a for-profit entity, this often means that rents on restricted units will become market rate units when the period of restriction has ended. While nonprofit owners may also utilize workforce tools for capital funding, they are more likely to preserve restrictions on units longer than required.

**Table 2.1. Units in Structure by Tenure**

Units in Structure	Owner-Occupied Housing	Renter-Occupied Housing
1, Detached	85.9%	44.5%
1, Attached	5.1%	7.8%
2 Apartments	1.6%	19.1%
3 or 4 Apartments	1.2%	7.5%
5 to 9 Apartments	0.7%	8.2%
10 or More Apartments	0.0%	12.2%
Mobile Home	5.5%	0.8%
Occupied Housing Units	9,550	2,082

Market rate rental units are simply the stock of all housing units available for rent in the open market. These are units that are privately owned and whose rents are determined by market supply and demand pressures. A market rate rental unit can also be a subsidized rental unit, as is the case with the Federal Section 8 Housing Choice Voucher (HCV) Program. Section 8 vouchers can be used to rent any unit, as detailed below. Finally, home ownership includes all single family homes for sale.

The typical Lake Stevens residence is a newer, detached, single family home. Half the City's housing stock was built after 1992 and, as shown in Table 2.1, is dominated by detached single family homes. While 12% of renters live in complexes with 10 or more apartments, the bulk of Lake Stevens' rental stock is still low density, with 71% of renters in single family homes (both detached and attached) or duplexes. There is no question of this trend for homeowners, as more than 90% of homeowners live in single family homes, attached and detached. Housing unit densities across the City are low, as illustrated in Map 2.4.

## Subsidized Housing Units

In Lake Stevens, the stock of subsidized housing consists of Section 8 Housing Choice Vouchers (HCVs) and several properties – Stevens Circle, Hawkins House, Cedarwood I, Cedarwood IV, Lake Stevens Manor, Craigmont, Glenwood Apartments, and Lake Village East. As of February 2013, there were 125 HCVs in use in Lake Stevens issued by the Housing Authority of Snohomish County (HASCO). Families making up to 50% of AMI are eligible for Section 8 housing vouchers, however, 75% of these vouchers are limited to those making no more than 30% of AMI. Public Housing Authorities (PHAs) receive federal funds from the US Department of Housing and Urban Development (HUD) to administer the HCV program. HUD sets Fair Market Rents (FMRs) annually and PHAs determine their individual payment standards (a percentage of FMR) by unit bedroom size. The tenant identifies a unit, then the PHA inspects the unit to make sure it meets federal Housing Quality Standards and determines if the requested rent is reasonable. If the unit is approved, the tenant pays rent equal to 30-40% of their income, and the PHA pays the difference directly to the landlord. While the voucher amount is set up so that a family does not need to spend more than 30% of their income on housing, including an allowance for utilities, a family may choose to spend up to 40% of their income on housing. This happens most often when the family chooses a home with more bedrooms

than the size approved for their voucher. For instance, a single mother with two daughters that are age 6 and 14 will only qualify for a two bedroom voucher, but may opt to select a three bedroom unit so her children can have their own rooms. The voucher will still only cover the difference between an affordable rent for the household and the two bedroom payment standard. The two PHAs that administer the HCV program in Snohomish County are HASCO and the Everett Housing Authority (EHA). Vouchers issued by both PHAs can be used in the City of Lake Stevens.

**Table 2.2. Subsidized Unit Summary (Including Section 8 & Workforce Housing)**

Subsidized Units by Number of Bedrooms		Subsidized Units by Income Level Served	
1 Bedroom	180	Extremely Low	190
2 Bedrooms	145	Very Low	200
3 Bedrooms	83	Low	12
4 Bedrooms	13	Moderate	20

Source: HASCO

Because the number of vouchers a PHA can distribute is limited by the amount of federal funding they receive, the wait for a new applicant to receive an HCV can be extremely long and is usually dependent on existing voucher holders leaving the program. Until recently, the wait to receive an HCV from HASCO had been about 6 years. At the time this report was produced, however, there was no estimate of how long the wait for a voucher will be, as funding for the HCV program has been frozen due to the sequester.

Four of the subsidized properties – Cedarwood I (30 units), Cedarwood IV (38 units), Lake Stevens Manor (33 units), and Lake Village East (30 units) – are owned and managed by Mercy Housing, a national nonprofit affordable housing provider. Mercy Housing benefited from tax-exempt bond financing for purchase and rehabilitation when it acquired all three of its Lake Stevens properties in 2003. There are 93 units between the three properties; a mix of one, two, and three bedrooms in size. While the bond agreement for the properties only requires that Mercy Housing reserve 20% of its units to households making 50% AMI or less for 20 years, it currently only rents to households with incomes below 80% AMI. Additionally, at the time of purchase Mercy Housing placed restrictive covenants on the properties requiring that all units be reserved for households making 80% AMI or less for 40 years. This restriction would apply to any new owner in the next 40 years.

HASCO owns and manages Stevens Circle, Craigmont, and Glenwood. Stevens Circle has 19 two- and three-bedroom units. It is public housing funded by HUD, owned and managed by HASCO. Craigmont which provides 36 one-bedroom units for very low-income seniors and disabled individuals. Funding for Craigmont is provided by HUD's Project-Based Section 8 program, so renters pay no more than 30% of their income for rent and utilities. Glenwood consists of 46 one- and two-bedroom units for very low-income seniors and disabled individuals. Ongoing funding for Glenwood is provided by the US Department of Agriculture's Rural Rental Assistance Program. Renters pay no more than 30% of their income for rent and utilities.

Senior Services of Snohomish County owns and manages Hawkins House, which provides 39 one-bedroom units to very low income seniors. Households must earn less than \$30,350 per year for one person or \$34,700 for two people to be added to the wait list for a unit. Senior Services received an interest-free capital advance from HUD's Section 202 Supportive Housing for the Elderly Program to fund the property acquisition and rehabilitation. This capital advance does not have to be repaid as long as the property serves very low income seniors for 40 years. This restriction will run until 2048.

## Workforce Housing

There are two properties in Lake Stevens with dedicated workforce housing – Avanti House and Cedarwood II. Cedarwood II is owned and managed by the Low Income Housing Institute, a Washington State-based affordable housing provider. For this property, rent for subsidized tenants is scaled so that rent and utilities do not cost more than 30% of a household's income.

The Low Income Housing Institute received an allocation of Washington State Low Income Housing Tax Credits in 2004 for Cedarwood II. Per the terms of the regulatory agreement, all of its units are reserved for households making less than 50% AMI. At least 8 units are reserved for disabled individuals, and the remainder are reserved for families.

Housing Hope provides transitional housing for homeless teen parents at Avanti House. In addition to housing, Housing Hope provides case management and personalized services for its residents. The property has 3 units and received funding from the Washington State Housing Trust Fund. While this is not the type of population normally associated with workforce housing, it is still considered workforce housing due to its funding type.

While all of these properties currently restrict occupancy of all of their units to low-income households, many other workforce housing properties only dedicate a portion of their units. This is typical of properties developed or rehabilitated by entities using tax credits or tax-exempt bond financing in exchange for income restrictions on the properties. In those cases, affordable housing requirements are limited to a certain period of time, typically 20 to 30 years, after which time the property owners can increase rents to market rates.

### Market Rate Multifamily Rental Units

There are an estimated 90 multifamily complexes in Lake Stevens, ranging in size from 2 to 40 units. In addition, at the time this profile was written, there were 13 condo complexes in the city where voucher holders were renting or units were advertised for rent. Several of these condo complexes are much larger than the largest apartment complexes in the City. These were also typically detached single family condominium complexes. There could be more condo complexes that allow rentals. Researching which ones permit renters, and how many renters at a time, could be a useful next step.

Table 2.3 summarizes ACS data on the number of units available at certain rent levels by bedroom size in Lake Stevens. No evidence was found of any market rents below \$600, despite ACS data to the contrary. This could be because the ACS Sample may include subsidized units and less formal rent arrangements – renting rooms or mother-in-law suites in single family homes, renting from family members – that are more affordable. These sorts of arrangements were not included in the scope of this report, but should be studied further.

**Table 2.3. Rents by Bedroom Size and Price**

	<b>1 Bedroom Units</b>	<b>2 Bedroom Units</b>	<b>3+ Bedroom Units</b>
Less than \$200	26	0	0
\$200 - \$299	81	12	0
\$300 - \$499	0	52	38
\$500 - \$749	150	11	22
\$750 - \$999	14	251	33

\$1,000 more	or	11	290	1038
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Source: American Community Survey, 2007 – 2011

To complement census data, Appendix A contains data on Lake Stevens’ multifamily rental complexes, compiled from Section 8 tenant data and market research from a variety of rental posting websites and property management companies. The median rents presented in Appendix A include utility allowances, calculated using the same HUD-established standards that PHAs use to estimate utility costs for HCV holders. While no properties were found with market rents affordable to extremely low income households, 26 properties had median rents affordable to very low income households, including utility costs. (This does not include subsidized or workforce housing properties.) Affordability for all income levels by apartment and household size is detailed in the following section.

Maps 2.5 and 2.6 show the spatial arrangement of rental affordability for two bedroom or smaller units and three bedroom or larger units, respectively. Both single- and multifamily rental properties are included. Smaller rental units are generally clustered around the lake, while larger units are more broadly scattered – this reflects the fact that most larger rental units in Lake Stevens are single family homes.

These rental research results are limited by the fact that rents could not be found for several properties. In addition, it is unclear how many additional condo complexes permit rentals or what those rents and bedroom sizes could be. Finally, another important question for further study is to determine what portion of market rate affordable rentals are being occupied by renters with sufficient income to rent more expensive units, edging out low income renters.

## Rental Affordability by Household Size

Information on rents was obtained for 70 multifamily properties and 111 single family homes in Lake Stevens’ city limits and UGA. Using HUD guidelines, utility allowances<sup>11</sup> were added to each of these rents to estimate the total monthly cost to rent each of these units. Next the median total monthly cost by bedroom size was compared with household

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<sup>11</sup> Based on 2012 HUD standards, average utility allowances, including all utilities, are \$171 for a 1 bedroom, \$190.50 for a 2 bedroom, \$219.50 for a 3 bedroom, and \$247 for a 4 bedroom. This will be higher for natural gas.

maximum monthly housing costs to show rental housing options for households of different sizes and income levels. HUD occupancy standards were also used to determine the appropriate apartment size range for each household size. These results are summarized in tables 2.4 – 2.8. (Household size affordability adjustment is described in detail in Appendix F.)

The numbers in each table represent the total number of houses and multifamily properties with apartments at the specified size that are affordable to households of the specified income level and size. This does not address the total number of units of each size. Note that there is no table for extremely low-income households, as there were no rents advertised during the research period that would be affordable to extremely low income households while maintaining HUD occupancy standards.

**Table 2.4. Total Properties with Rent Information by Bedroom Size**

	Number of Bedrooms			
	1	2	3	4+
Properties	13	41	109	35

**Table 2.5. Rental Affordability for Very Low-Income Households – 30-50% AMI**

HH Size	Number of Bedrooms			
	1	2	3	4+
1	6			
2	8	3		
3		17	0	
4		31	4	0
5			5	0
6			10	1

**Table 2.6. Rental Affordability for Low-Income Households – 50-80% AMI**

HH Size	Number of Bedrooms			
	1	2	3	4+
1	13			
2	13	37		
3		38	35	
4		40	63	2
5			78	4
6			91	11

**Table 2.7. Rental Affordability for Moderate-Income Households – 80-95% AMI**

HH Size	Number of Bedrooms			
	1	2	3	4+
1	13			
2	13	40		
3		41	91	
4		41	103	28
5			107	33
6			107	33

**Table 2.8: Rental Affordability for Middle-Income Households – 95-120% AMI**

HH Size	Number of Bedrooms			
	1	2	3	4+
1	13			
2	13	41		
3		41	107	
4		41	109	34
5			109	35
6			109	35

### Market Rate Single Family Rental Units

Rent information was gathered for 110 single family homes. Of these, 70 were three bedrooms in size and 28 were four bedrooms in size. As shown in Table 2.10, single family home rentals in Lake Stevens are less affordable than multifamily rentals of an equivalent size. However, there were still no rents found advertised during the research period that would be considered “not affordable”, whether single- or multifamily. (For a rent to be considered “not affordable”, the minimum income required to afford it should be above the upper threshold for middle income.) Median single family rents by bedroom size are summarized in Table 2.9 and detailed in Appendix C.

While single family median rents do not seem dramatically higher than multifamily median rents at first glance, the difference is significant for low income households. For a family renting the median multifamily two bedroom unit to rent the median single family two bedroom unit, and have rent remain the same percentage of their income, the family would need to make \$3,640 more per year. To do the same with a three bedroom, they would need an additional \$11,040.

**Table 2.9. Single Family Rental Affordability**

Bedrooms	Median Rent	Total Minimum Income	Sample Size
1	\$ 979	Low	1
2	\$ 1,101	Low	8
3	\$ 1,714	Moderate	70
4+	\$ 2,036	Moderate	31

Source: IHC staff

**Table 2.10. Median Rent by Size, Single- and Multifamily**

Bedrooms	Multifamily	Single Family
1	\$ 727	\$ 979
2	\$ 1,010	\$ 1,101
3	\$ 1,438	\$ 1,714
4+	\$ 1,778	\$ 2,036

Source: IHC staff

## Home Ownership

Between 2007 and 2012, 66% of single family homes sold in Lake Stevens were 3 bedrooms in size. 22% of homes sold were 4 bedrooms in size, meaning that three- and four-bedroom homes together represented 88% of sales. 7% were two bedrooms and 2% were five bedrooms. This includes freestanding single family homes, common wall single family homes (townhouses), mobile homes, and condominiums<sup>12</sup>.

In 2012, the median sale price for a single family home in Lake Stevens was \$178,800. Assuming a 20% down payment and using average rates of interest, property taxes, and insurance as determined by the Federal Housing Funding Board, the monthly payment for this home would be \$1,076. For a family to afford this payment without being cost burdened, they would require an annual income of at least \$43,040, below both Snohomish County median income and the Seattle- Bellevue HMFA median income. \$43,040 is considered low income for a three or four person household, and very low income for a five person household. Appendix D provides high level statistics on sales of Lake Stevens single family homes from 2007 - 2012 as well the minimum income necessary to afford the median sale home by year. Again, this calculation only considers

<sup>12</sup> Snohomish County property use codes 111, 112, 116, 117, 118, 119, 141, 142, 143

the monthly mortgage payment in affordability. While a 20% down payment is assumed in calculating the monthly debt service, the question of whether or not a household can obtain the funds necessary for a down payment is another important question.

Table 2.11 displays the percentage of 2012 sales of homes of different sizes that are affordable to each income level. "Not affordable" means that the minimum income required is higher than the middle income upper cutoff. All of the percentages specify the portion of homes of that size that someone in the particular income group could afford, adjusting for household size as detailed in Appendix F.

**Table 2.11. Affordable Home Sales by Size, 2012**

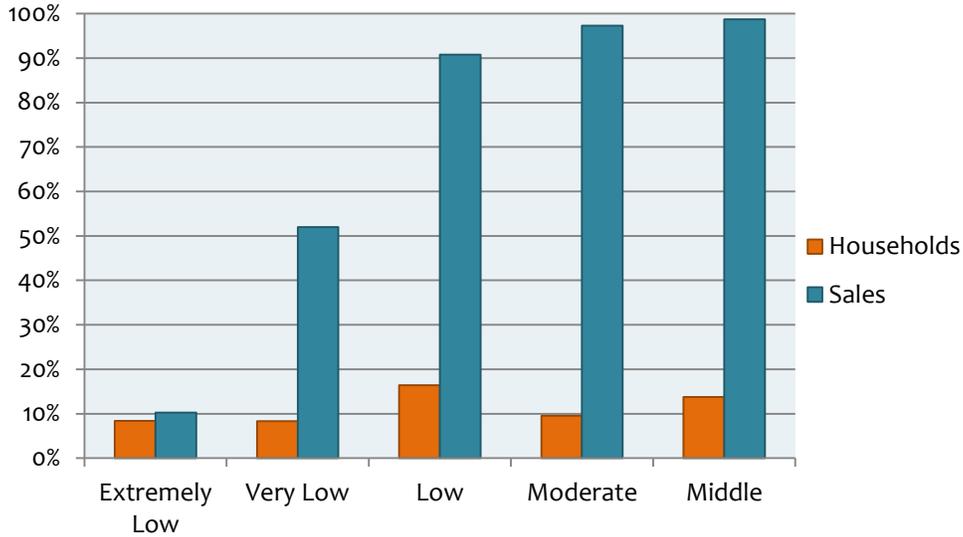
Bedrooms	Extremely Low	Very Low	Low	Moderate	Middle	Not Affordable	Total Sales
1-2	40%	72%	86%	97%	98%	2%	58
3	11%	55%	91%	98%	99%	1%	482
4	3%	30%	83%	95%	97%	3%	199
5+	0%	12%	68%	88%	90%	10%	41

*Source: Snohomish County Assessor*

The "affordability gap" describes situations where there are more households at a given income level than there are housing options affordable to those households. Figure 2.1 displays the percentage of households in Lake Stevens at each income level as well as the percentage of all home sales in 2012 that each income level could afford. As shown, there currently appears to be an abundance of homes for sale affordable to all income levels. Figure 2.2 shows how the percentage of sales affordable to each income level has changed from 2007 to 2012. Home sales have become dramatically more affordable over this period, particularly for low income households. The important questions are what will happen to this trend over time, and whether or not the households that can afford monthly payments for these homes are actually able to obtain financing and a down payment.

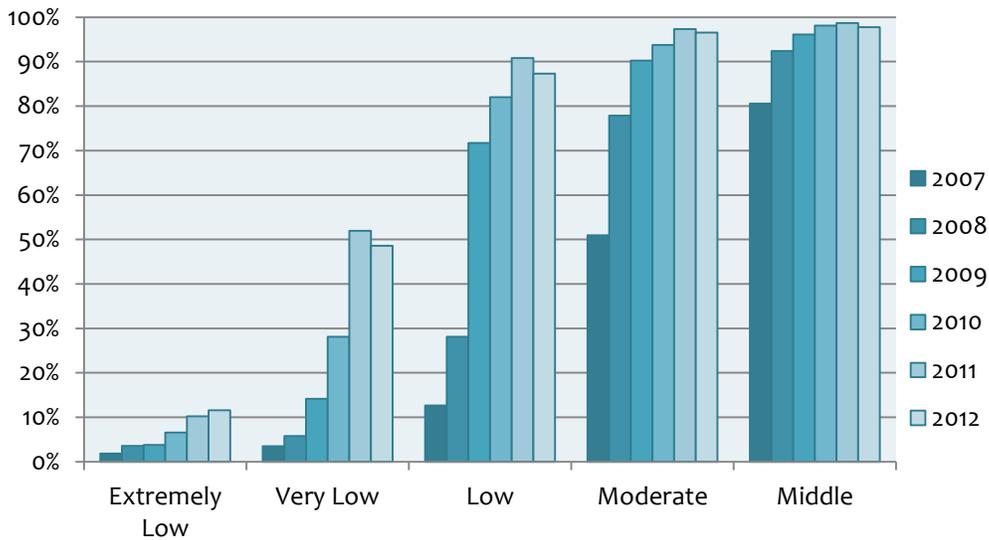
Many of the most affordable sales were likely only so affordable because they were foreclosed homes sold by banks. While low priced foreclosed homes can put home ownership within reach for more households, this is accomplished at the expense of previously displaced homeowners. Additionally, these sales contribute to ongoing uncertainty about market home values. Low income home buyers could also become cost burdened by higher property taxes on these "bargain" homes.

**Figure 2.1. 2012 Home Sale Affordability Gap**



Source: ACS, Snohomish County Assessor

**Figure 2.2. Home Sale Affordability, 2007 – 2012**

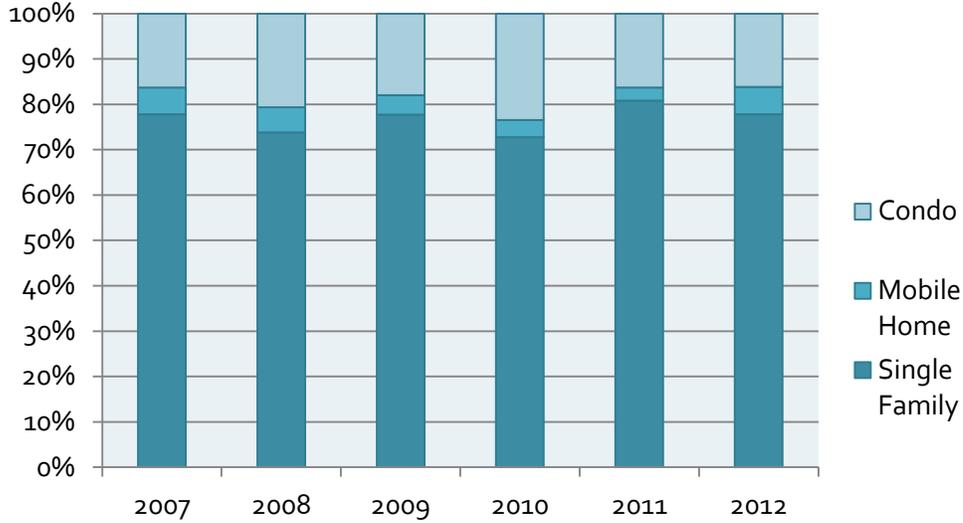


Source: Snohomish County Assessor

Figure 2.3, below, shows how sales have been divided between single family homes, condominiums, and mobile homes over time. Single family homes are clearly dominant. Table 2.12 shows how many sales of each type were affordable to each income level in 2012. While there are fewer sales of mobile homes, they also tend to be more affordable

than single family homes or condominiums. As shown in Table 2.13, mobile homes sold in Lake Stevens also tend to be smaller than single family homes or condominiums.

**Figure 2.3. Home Sales by Type, 2007 - 2012**



Source: Snohomish County Assessor

**Table 2.12. Affordable Home Sales by Type, 2012**

	Single Family	Mobile Home	Condo
Extremely Low	34	31	23
Very Low	217	9	69
Low	271	4	36
Moderate	70	2	2
Middle	10	0	0
Not Affordable	13	0	0

**Median Sale**

**Price**                      \$ 235,126              \$ 57,450              \$ 199,925

Source: Snohomish County Assessor

**Table 2.13. Size of Homes Sold by Type, 2012**

<b>Bedrooms</b>	<b>Single Family</b>	<b>Mobile Home</b>	<b>Condo</b>
<b>1-2</b>	30	15	13
<b>3</b>	363	21	98
<b>4</b>	180	0	19
<b>5+</b>	41	0	0

*Source: Snohomish County Assessor*

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### 3. Current Challenges and Opportunities

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## 4. Maps

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## Appendix E: Affordable Housing Glossary

**Affordable Housing:** For housing to be considered affordable, a household should not pay more than 30 percent of its annual income on housing. This includes all costs related to housing - rent, mortgage payments, utilities, etc.

**AMI:** Area Median Income. The measure of median income used in this report is that of the Seattle-Bellevue HMFA. This measure is used in administering the Section 8 voucher program in Snohomish County.

**Cost-Burdened:** Households that spend more than 30 percent of their income on housing.

**Extremely Low Income:** Households that make up to 30 percent of AMI.

**Fair Market Rent:** HUD determines what a reasonable rent level should be for a geographic area, and sets this as the area's fair market rent. Section 8 voucher holders are limited to selecting units that do not rent for more than fair market rent.

**HMFA:** HUD Metro FMR Area

**Low Income:** Households that make up to 80 percent of AMI.

**Median Income:** The median income for a community is the annual income at which half the households earn less and half earn more.

**Middle Income:** Households that make up to 120 percent of AMI.

**Moderate Income:** Households that make up to 95 percent of AMI.

**PHA:** Public Housing Agency

**Section 8:** HUD's Section 8 Housing Choice voucher program. Qualifying households can take their voucher to any housing unit which meets HUD safety and market rent standards. HUD funds are administered by PHAs.

**Severely Cost-Burdened:** Households that spend more than 50 percent of their income on housing.

**Subsidized Rental Unit:** A unit which benefits from a direct, monthly rent subsidy. This subsidy will vary to ensure that a household does not spend more than 30% of their income on housing. Section 8 Housing Choice Vouchers are an example of a direct rent subsidy.

**Very Low Income:** Households that make up to 50 percent of AMI.

**Workforce Rental Housing:** Workforce rental units have rents which are set in order to be affordable to households at certain income levels. While a household may need to have income below a certain level to apply for a workforce rental unit, the rent level does not adjust to their actual income. A property may feature units with rents affordable to households with 50% AMI, but a household earning 30% AMI would still have to pay the same rent.

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## Appendix F: Methodology

### Affordability - Adjustment for Household Size

Where it is indicated that housing cost affordability is assessed adjusting for household size, several factors are considered. First, using HUD standards, the appropriate size range that could inhabit the housing unit in question is determined. For example, the appropriate range for a 2 bedroom unit would be 2-4 people. Next, the cutoff income levels are averaged across the household size range, and this average is used for comparison.

To assess whether or not a 2 bedroom unit is affordable to extremely low income households using this method, one would first average the extremely low cutoff levels for 2-, 3-, and 4-person households. For 2012, these levels were \$21,150, \$23,800, and \$26,400. Their average is \$23,783. A household with this income can afford to spend no more than \$595 per month on housing. If the unit in question rents for less than this amount, then one can say that, on average, it is affordable to extremely low income households, adjusting for household size.

### Home Ownership Affordability

Home ownership affordability was calculated using similar techniques to the California Association of Realtor's Housing Affordability Index. First, property sale data was acquired from the Snohomish County Assessor, and single family home sales in Mukilteo were separated. Next, the monthly payment for these homes was calculated using several assumptions:

- 1) Assuming a 20% down payment, the loan amount is then 80% of the total sale price  
Mortgage term is 30 years
- 2) Interest rate is the national average effective composite rate for previously occupied homes as reported by the Federal Housing Finance Board
- 3) Monthly property taxes are assumed to be 1% of the sale price divided by 12
- 4) Monthly insurance payments are assumed to be 0.38% of the sale price divided by 12

Using all of these assumptions, the monthly payment is the sum of principal and interest; taxes; and insurance.

## Household Income Levels

Area Median Income, or AMI, is an important part of many housing affordability calculations. In Snohomish County, HUD uses the Seattle-Bellevue HMFA median income as AMI. This is recalculated every year, both as an overall average and by household size up to 8 individuals. Standard income levels are as follows:

Extremely low income: <30% AMI

Very low income: between 30 and 50% AMI

Low income: between 50 and 80% AMI

Moderate income: between 80 and 95% AMI

Middle income: between 95 and 120% AMI

## Household Profiles

Information on households was gathered from Section 8 Housing Choice Voucher data. All names have been changed as well as many other nonessential details to protect privacy.

## Rental Housing Units

Snohomish County Assessor's data was used to identify every multifamily unit in the city. This includes duplexes, triplexes, fourplexes, and apartment complexes. Condominium complexes were included if they had units advertised for rent during the research period. Information on rents was gathered from a variety of rental posting websites, property management companies, and Section 8 Housing Choice Voucher data.