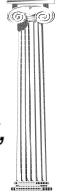


## City of Lake Stevens Vision Statement



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

**CITY COUNCIL REGULAR MEETING AGENDA**  
**Lake Stevens School District Educational Service Center (Admin. Bldg.)**  
**12309 22<sup>nd</sup> Street NE, Lake Stevens**  
**Monday, April 22, 2013 - 7:00 p.m.**

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

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

**ROLL CALL:**

**EMPLOYEE  
SERVICE AWARDS:**

**POLICE OFFICER  
OATH OF OFFICE:**

**GUEST BUSINESS:** A. Marysville Municipal Court-State of the Court.

**CONSENT AGENDA:** \*A. Approve April vouchers. Barb  
\*B. Authorize Professional Services Agreement for Becky  
business recruitment with Natalie Quick Consulting.

**PUBLIC HEARING:**

**PUBLIC HEARING FORMAT:**

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

\*A. Public Hearing in consideration of first and final reading of Ordinance No. 888, underground utilities code amendments. Becky

**Lake Stevens City Council Regular Meeting Agenda**

**April 22, 2013**

\*B. Public Hearing in consideration of first and final reading of Ordinance No. 889, approving amendment to approved 2011 Shoreline Management Program and related documents. Karen

**ACTION ITEMS:** \*A. Senior Center Southeast parking lot. Mick

**DISCUSSION ITEMS:** \*A. City and Sewer District merger. Jan  
\*B. Lake Stevens Municipal Code Title 17, Code Enforcement amendment. Karen

**COUNCIL PERSON'S BUSINESS:**

**STAFF REPORTS:**

**MAYOR'S BUSINESS:**

**INFORMATION ITEMS:**

**EXECUTIVE SESSION:**

**ADJOURN:**

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

**Special Needs**

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

**NOTICE:**

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

**BLANKET VOUCHER APPROVAL  
 2013**

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

Payroll Direct Deposits	<b>907108-907163</b>	<b>\$124,722.86</b>
Payroll Checks	<b>34992-34995</b>	<b>\$3,984.91</b>
Electronic Funds Transfers	<b>585-589</b>	<b>\$4,147.07</b>
Claims	<b>34996-35059</b>	<b>\$101,846.36</b>
Void Checks	<b>34993</b>	<b>\$0.00</b>
Tax Deposit(s)	<b>4/15/2013</b>	<b>\$50,101.35</b>
<b>Total Vouchers Approved:</b>		<b>\$284,802.55</b>

**This 22nd day of April 2013:**

\_\_\_\_\_  
 Mayor

\_\_\_\_\_  
 Councilmember

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

\_\_\_\_\_  
 Councilmember

\_\_\_\_\_  
 Councilmember

\_\_\_\_\_  
 Councilmember



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**Direct Deposit Register**

12-Apr-2013

**Wells Fargo - AP**

**Lake Stevens**

**Direct Deposits to Accounts**

12-Apr-2013	<u>Vendor</u>	<u>Source</u>	<u>Amount</u>	<u>Draft#</u>	<u>Bank Name</u>	<u>Transit</u>	<u>Account</u>
9407	Department of Retirement (Pers	C	\$2,025.00	585	Wells Fargo	121000248	4159656917
9408	NATIONWIDE RETIREMENT SOL	C	\$1,148.25	586	Wells Fargo	121000248	4159656917
9405	Wash State Support Registry	C	\$402.46	587	Wells Fargo	121000248	4159656917
<b>Total:</b>			\$3,575.71		<b>Count:</b>	3.00	

***Direct Deposit Summary***

<u>Type</u>	<u>Count</u>	<u>Total</u>
C	3	\$3,575.71

**Pre-Note Transactions**

**Direct Deposit Register**

16-Apr-2013

Wells Fargo - AP

**Lake Stevens**

**Direct Deposits to Accounts**

16-Apr-2013	<u>Vendor</u>	<u>Source</u>	<u>Amount</u>	<u>Draft#</u>	<u>Bank Name</u>	<u>Transit</u>	<u>Account</u>
13027	DEPARTMENT OF LICENSING	C	\$432.00	588	Wells Fargo	123456789	123123123
9362	Department of Revenue	C	\$139.36	589	Wells Fargo	121000248	4159656917
<b>Total:</b>			\$571.36		<b>Count:</b>	2.00	

***Direct Deposit Summary***

<u>Type</u>	<u>Count</u>	<u>Total</u>
C	2	\$571.36

**Pre-Note Transactions**

## Detail Check Register

16-Apr-13

Lake Stevens

Check No	Check Date	VendorNo	Vendor	Check Amount	
<b>34996</b>	<b>16-Apr-13</b>	<b>13322</b>	<b>Snohomish County Cities</b>		<b>\$35.00</b>
4/18 mtg		Sno Co Cities mtg 4/18/13		\$35.00	\$0.00
001001511604300		Legislative - Travel & Mtgs		\$35.00	
<b>Total Of Checks:</b>					<b>\$35.00</b>

# Detail Check Register

18-Apr-13

Lake Stevens

Check No	Check Date	VendorNo	Vendor	Check Amount		
<b>34997</b>	<b>22-Apr-13</b>	<b>13328</b>	<b>ACES</b>			<b>\$469.00</b>
9200			How to avoid injuries training	\$329.00	\$0.00	\$329.00
			001003517620000 Admin. Safety program	\$77.64		
			101016517620000 safety program	\$146.08		
			410016517620000 safety program	\$105.28		
9201			PPE Training for PW emps	\$140.00	\$0.00	\$140.00
			001003517620000 Admin. Safety program	\$33.04		
			101016517620000 safety program	\$62.16		
			410016517620000 safety program	\$44.80		
<b>34998</b>	<b>22-Apr-13</b>	<b>1053</b>	<b>Alexander Printing</b>			<b>\$18.51</b>
34033			Signature Stamp	\$18.51	\$0.00	\$18.51
			001004514233100 Finance - Office Supplies	\$18.51		
<b>34999</b>	<b>22-Apr-13</b>	<b>13243</b>	<b>Atlas Business Solutions, Inc</b>			<b>\$360.00</b>
IVC074821			Schedule Annual Enhancement plan	\$360.00	\$0.00	\$360.00
			001008521003104 Law Enforcement-Operating Cost	\$360.00		
<b>35000</b>	<b>22-Apr-13</b>	<b>12187</b>	<b>AUCKLAND ENTERPRISES</b>			<b>\$200.00</b>
609			Deck screws	\$200.00	\$0.00	\$200.00
			001010576804800 Parks - Repair & Maintenance	\$200.00		
<b>35001</b>	<b>22-Apr-13</b>	<b>969</b>	<b>Business Card</b>			<b>\$3,789.70</b>
04/13 0979			Patrol Cameras	\$325.70	\$0.00	\$325.70
			001008521003104 Law Enforcement-Operating Cost	\$325.70		
04/13 1056			Chamber mtg	\$12.31	\$0.00	\$12.31
			001003513104300 Administration - Travel & Mtgs	\$12.31		
04/13 1324			Electromark tags/advert/pkg	\$604.23	\$0.00	\$604.23
			001007558004300 Planning - Travel & Mtgs	\$342.90		
			001007558004400 Planning - Advertising	\$34.16		
			001007559003100 Building Department - Office S	\$227.17		
04/13 4381			Transcription/postage/shipping	\$576.63	\$0.00	\$576.63
			001008521003104 Law Enforcement-Operating Cost	\$420.43		
			001008521004200 Law Enforcement - Communicatio	\$56.25		
			001008521004900 Law Enforcement - Miscellaneou	\$99.95		
04/13 5242			Labor Relations Institute Conference	\$100.00	\$0.00	\$100.00
			001003516104101 Human Resources-Staff Developm	\$100.00		
04/13 7750			Supplies/Staff Dev/Software	\$2,170.83	\$0.00	\$2,170.83

# Detail Check Register

18-Apr-13

Lake Stevens

Check No	Check Date	VendorNo	Vendor	Check Amount	
001008521003104			Law Enforcement-Operating Cost	\$466.30	
101016542003102			Street Fund Operating Costs	\$70.45	
101016542004001			Street Fund - Staff Developmen	\$268.75	
101016542004105			Computer Software - Support	\$1,018.03	
101016542004300			Street Fund - Travel & Mtgs	\$6.00	
410016542403102			Storm Water - Operating Costs	\$7.83	
410016542404101			Storm Water - Professional Ser	\$252.22	
410016542404901			Storm Water - Staff Developmen	\$81.25	
<b>35002</b>	<b>22-Apr-13</b>	<b>13550</b>	<b>Case Power &amp; Equipment</b>		<b>\$92.08</b>
729892			LOF for shoulder mower (PW45)	\$92.08	\$0.00
101016542003102			Street Fund Operating Costs	\$92.08	
<b>35003</b>	<b>22-Apr-13</b>	<b>13969</b>	<b>Child Advocacy Center</b>		<b>\$1,767.23</b>
363			Q1 Child Interview Specialist	\$1,767.23	\$0.00
001008521004100			Law Enforcement - Professional	\$1,767.23	
<b>35004</b>	<b>22-Apr-13</b>	<b>13776</b>	<b>Chris L Griffen</b>		<b>\$187.50</b>
C9237L			Public defender	\$187.50	\$0.00
001013512800000			Court Appointed Attorney Fees	\$187.50	
<b>35005</b>	<b>22-Apr-13</b>	<b>274</b>	<b>City of Everett</b>		<b>\$660.00</b>
I13000587			Animal shelter services	\$310.00	\$0.00
001008539004100			Code Enforcement - Professiona	\$310.00	
I13000759			Lab analysis	\$350.00	\$0.00
410016542404101			Storm Water - Professional Ser	\$350.00	
<b>35006</b>	<b>22-Apr-13</b>	<b>276</b>	<b>City Of Lake Stevens</b>		<b>\$294.98</b>
482503			Retainage - Great Floors	\$294.98	\$0.00
621000380000009			Retainage New Facilities	\$294.98	
<b>35007</b>	<b>22-Apr-13</b>	<b>13932</b>	<b>CivicPlus</b>		<b>\$10,689.00</b>
131281			Website setup & hosting 2/2013-1-2	\$10,689.00	\$0.00
510013519103101			License Renewal/Annual Maint	\$10,689.00	
<b>35008</b>	<b>22-Apr-13</b>	<b>13841</b>	<b>Comcast</b>		<b>\$82.50</b>
03/13 0808840			Internet - Shop	\$82.50	\$0.00
101016542003102			Street Fund Operating Costs	\$61.88	
410016542403102			Storm Water - Operating Costs	\$20.62	
<b>35009</b>	<b>22-Apr-13</b>	<b>13841</b>	<b>Comcast</b>		<b>\$117.57</b>
03/13 0827887			Traffic signal control	\$117.57	\$0.00

# Detail Check Register

18-Apr-13

Lake Stevens

Check No	Check Date	VendorNo	Vendor	Check Amount	
101016542640000			Street Fund - Traffic Control	\$117.57	
<b>35010</b>	<b>22-Apr-13</b>	<b>91</b>	<b>Corporate Office Supply</b>		<b>\$485.21</b>
138121i			office supplies	\$485.21	\$0.00
001008521003100			Law Enforcement - Office Suppl	\$485.21	
<b>35011</b>	<b>22-Apr-13</b>	<b>13084</b>	<b>De Jong Sawdust &amp; Shavings</b>		<b>\$90.14</b>
W217191			Soil	\$90.14	\$0.00
001010576803100			Parks - Operating Costs	\$90.14	
<b>35012</b>	<b>22-Apr-13</b>	<b>12380</b>	<b>DEPARTMENT OF LICENSING</b>		<b>\$104.00</b>
04/17/13 request			Driving records request	\$104.00	\$0.00
101016542004100			Street Fund - Professional Ser	\$104.00	
<b>35013</b>	<b>22-Apr-13</b>	<b>13834</b>	<b>Department of Retirement (Insu</b>		<b>\$30.20</b>
981875			2012 OASI	\$30.20	\$0.00
001004514234900			Finance - Miscellaneous	\$30.20	
<b>35014</b>	<b>22-Apr-13</b>	<b>13782</b>	<b>Department of Revenue</b>		<b>\$1,337.93</b>
Q1.2013			Q1.2013 Leasehold Excise Tax	\$1,337.93	\$0.00
633013586000005			Leasehold Excise Tax Remit	\$1,337.93	
<b>35015</b>	<b>22-Apr-13</b>	<b>9330</b>	<b>Dept of Emergency Management</b>		<b>\$7,926.50</b>
I000325360			Q1.2013 Emergency Services DEM	\$7,926.50	\$0.00
001013525005100			General Government - Emergency	\$7,926.50	
<b>35016</b>	<b>22-Apr-13</b>	<b>473</b>	<b>Electronic Business Machines</b>		<b>\$557.47</b>
085808			copier maint	\$91.84	\$0.00
001007558004800			Planning - Repairs & Maint.	\$45.92	
101016542004800			Street Fund - Repair & Mainten	\$34.44	
410016542404800			Storm Water - Repairs & Maint.	\$11.48	
086205			Copier Maint City Hall	\$329.00	\$0.00
001013519904800			General Government - Repair/Ma	\$329.00	
086236			Copier maint	\$136.63	\$0.00
001008521004800			Law Enforcement - Repair & Mai	\$136.63	
<b>35017</b>	<b>22-Apr-13</b>	<b>12711</b>	<b>EVERGREEN SECURITY SYSTEMS</b>		<b>\$348.00</b>
35990			Monthly Monitoring 4/13-3/14	\$348.00	\$0.00
001008521914000			Law Enforcement -Alarm-Evid Rm	\$348.00	

# Detail Check Register

18-Apr-13

Lake Stevens

Check No	Check Date	VendorNo	Vendor			Check Amount
<b>35018</b>	<b>22-Apr-13</b>	<b>13907</b>	<b>Fastenal Company</b>			<b>\$87.22</b>
WAEV120973		Lubricant/rachet		\$87.22	\$0.00	\$87.22
101016542003102		Street Fund Operating Costs		\$65.42		
410016542403102		Storm Water - Operating Costs		\$21.80		
<b>35019</b>	<b>22-Apr-13</b>	<b>13468</b>	<b>Feldman &amp; Lee</b>			<b>\$5,250.00</b>
03/31/13		Public defender		\$5,250.00	\$0.00	\$5,250.00
001013512800000		Court Appointed Attorney Fees		\$5,250.00		
<b>35020</b>	<b>22-Apr-13</b>	<b>12393</b>	<b>GLENS RENTAL SALES &amp; SERVICE</b>			<b>\$1.74</b>
S2425		Choke Nob		\$1.74	\$0.00	\$1.74
001010576803100		Parks - Operating Costs		\$1.74		
<b>35021</b>	<b>22-Apr-13</b>	<b>14009</b>	<b>Great Floors</b>			<b>\$5,604.58</b>
482503		Carpet/Tile install less retainage		\$5,604.58	\$0.00	\$5,604.58
001008521004800		Law Enforcement - Repair & Mai		\$5,604.58		
<b>35022</b>	<b>22-Apr-13</b>	<b>13509</b>	<b>Industrial Supply, Inc</b>			<b>\$97.01</b>
512540		Stop/slow sign		\$97.01	\$0.00	\$97.01
101016542640000		Street Fund - Traffic Control		\$97.01		
<b>35023</b>	<b>22-Apr-13</b>	<b>13327</b>	<b>Jennifer Anderson</b>			<b>\$416.66</b>
April 2013		Dep Care Reimb		\$416.66	\$0.00	\$416.66
001000281000000		Payroll Liabilities		\$416.66		
<b>35024</b>	<b>22-Apr-13</b>	<b>13885</b>	<b>Lake Industries LLC</b>			<b>\$105.00</b>
26625		Haul away storm drainage spoil mat		\$75.00	\$0.00	\$75.00
410016542404800		Storm Water - Repairs & Maint.		\$75.00		
26634		Haul away storm drainage spoil mat		\$30.00	\$0.00	\$30.00
410016542404800		Storm Water - Repairs & Maint.		\$30.00		
<b>35025</b>	<b>22-Apr-13</b>	<b>852</b>	<b>Lake Stevens Journal</b>			<b>\$157.45</b>
79151		Shoreline Master Program		\$60.30	\$0.00	\$60.30
001007558004400		Planning - Advertising		\$60.30		
79201		LUA2013-11 Touchette		\$53.60	\$0.00	\$53.60
001007558004400		Planning - Advertising		\$53.60		
79202		Planning Comm Public Hearing		\$43.55	\$0.00	\$43.55
001007558004400		Planning - Advertising		\$43.55		

# Detail Check Register

18-Apr-13

Lake Stevens

Check No	Check Date	VendorNo	Vendor	Check Amount	
<b>35026</b>	<b>22-Apr-13</b>	<b>12751</b>	<b>LAKE STEVENS POLICE GUILD</b>		<b>\$997.50</b>
04/15/13		Union dues	\$997.50	\$0.00	\$997.50
001000281000000		Payroll Liabilities	\$997.50		
<b>35027</b>	<b>22-Apr-13</b>	<b>9340</b>	<b>Lake Stevens School District</b>		<b>\$8,407.41</b>
665		Fuel	\$1,227.58	\$0.00	\$1,227.58
001007559003200		Building Department - Fuel	\$89.74		
101016542003200		Street Fund - Fuel	\$1,057.09		
410016542403200		Storm Water - Fuel	\$80.75		
686		Fuel March 2013	\$7,179.83	\$0.00	\$7,179.83
001008521003200		Law Enforcement - Fuel	\$7,179.83		
<b>35028</b>	<b>22-Apr-13</b>	<b>860</b>	<b>Lake Stevens Sewer District</b>		<b>\$675.00</b>
04/13		Utilites - Sewer	\$675.00	\$0.00	\$675.00
001008521004700		Law Enforcement - Utilities	\$150.00		
001010576804700		Parks - Utilities	\$150.00		
001012572504700		Library - Utilities	\$75.00		
001013519904700		General Government - Utilities	\$300.00		
<b>35029</b>	<b>22-Apr-13</b>	<b>12618</b>	<b>LAKESIDE INDUSTRIES</b>		<b>\$814.50</b>
3244686MB		Cold patch asphalt for potholes	\$814.50	\$0.00	\$814.50
101016542004800		Street Fund - Repair & Mainten	\$814.50		
<b>35030</b>	<b>22-Apr-13</b>	<b>13404</b>	<b>LexisNexis</b>		<b>\$54.30</b>
1420700-20130331		Data search	\$54.30	\$0.00	\$54.30
001008521004100		Law Enforcement - Professional	\$54.30		
<b>35031</b>	<b>22-Apr-13</b>	<b>12498</b>	<b>MARYSVILLE PRINTING</b>		<b>\$252.07</b>
13561		trespass and missing person forms	\$252.07	\$0.00	\$252.07
001008521003100		Law Enforcement - Office Suppl	\$252.07		
<b>35032</b>	<b>22-Apr-13</b>	<b>12684</b>	<b>NORTHWEST CASCADE INC.</b>		<b>\$218.00</b>
1-638572		Honey bucket rentals	\$218.00	\$0.00	\$218.00
001010576804500		Parks - Equipment Rental	\$218.00		
<b>35033</b>	<b>22-Apr-13</b>	<b>14008</b>	<b>Porcello Estate Buyers</b>		<b>\$90.00</b>
Rental refund		Refund Comm Ctr rental	\$90.00	\$0.00	\$90.00
001000362004000		Facilities Rental	\$90.00		
<b>35034</b>	<b>22-Apr-13</b>	<b>11869</b>	<b>PUGET SOUND ENERGY</b>		<b>\$343.02</b>
04/08/2013		Utilities - Gas	\$157.69	\$0.00	\$157.69

# Detail Check Register

18-Apr-13

Lake Stevens

Check No	Check Date	VendorNo	Vendor	Check Amount	
001008521004700			Law Enforcement - Utilities	\$157.69	
04-08-13			Utilities - Gas	\$185.33	\$0.00 \$185.33
001010576804700			Parks - Utilities	\$61.78	
101016542004700			Street Fund - Utilities	\$61.78	
410016542404701			Storm Water Utilities	\$61.77	
<b>35035</b>	<b>22-Apr-13</b>	<b>12540</b>	<b>Republic Services #197</b>		<b>\$255.54</b>
0197-001573023			Dumpster services	\$255.54	\$0.00 \$255.54
001010576803103			Parks-Lundeen-Operating Costs	\$242.49	
001010576804500			Parks - Equipment Rental	\$13.05	
<b>35036</b>	<b>22-Apr-13</b>	<b>12540</b>	<b>Republic Services #197</b>		<b>\$354.91</b>
0197-001573231			Dumpster services	\$354.91	\$0.00 \$354.91
101016542003102			Street Fund Operating Costs	\$171.58	
101016542004500			Street Fund - Rentals/Leases	\$5.88	
410016542403102			Storm Water - Operating Costs	\$171.57	
410016542404501			Storm Water - Equipment Rental	\$5.88	
<b>35037</b>	<b>22-Apr-13</b>	<b>12540</b>	<b>Republic Services #197</b>		<b>\$112.98</b>
0197-001573725			Dumpster services	\$112.98	\$0.00 \$112.98
001013519903100			General Government - Operating	\$100.03	
001013519904500			General Government-Equip Renta	\$12.95	
<b>35038</b>	<b>22-Apr-13</b>	<b>13247</b>	<b>S Morris Co</b>		<b>\$42.21</b>
120885 & 862			Dead Animal Pickup	\$42.21	\$0.00 \$42.21
101016542003102			Street Fund Operating Costs	\$42.21	
<b>35039</b>	<b>22-Apr-13</b>	<b>1343</b>	<b>SIRCHIE FINGER PRINT</b>		<b>\$92.47</b>
0116889-IN			fingerprint lifting tape	\$92.47	\$0.00 \$92.47
001008521003104			Law Enforcement-Operating Cost	\$92.47	
<b>35040</b>	<b>22-Apr-13</b>	<b>11899</b>	<b>SNOHOMISH CO. SHERIFFS OFFICE</b>		<b>\$73.14</b>
143560			Mailing Request 143560	\$73.14	\$0.00 \$73.14
001008521003100			Law Enforcement - Office Suppl	\$73.14	
<b>35041</b>	<b>22-Apr-13</b>	<b>12363</b>	<b>SNOHOMISH COUNTY PLANNING</b>		<b>\$164.00</b>
I000325138			ILA Hrs	\$164.00	\$0.00 \$164.00
001007559004100			Building Department - Professi	\$164.00	
<b>35042</b>	<b>22-Apr-13</b>	<b>12961</b>	<b>SNOHOMISH COUNTY PUD</b>		<b>\$2,992.89</b>
104013214			200558690	\$129.26	\$0.00 \$129.26
001008521004700			Law Enforcement - Utilities	\$129.26	

# Detail Check Register

18-Apr-13

Lake Stevens

Check No	Check Date	VendorNo	Vendor		Check Amount	
104015027		201783685		\$277.83	\$0.00	\$277.83
		001013519904700	General Government - Utilities	\$277.83		
104018319		200178218		\$433.08	\$0.00	\$433.08
		101016542630000	Street Fund - Street Lighting	\$433.08		
107327978		201595113		\$338.65	\$0.00	\$338.65
		101016542630000	Street Fund - Street Lighting	\$338.65		
107330361		200206977		\$958.83	\$0.00	\$958.83
		001012572504700	Library - Utilities	\$823.59		
		001013519904700	General Government - Utilities	\$135.24		
110646041		200860922		\$725.60	\$0.00	\$725.60
		001013555504700	Community Center - Utilities	\$725.60		
113965090		201513934		\$31.42	\$0.00	\$31.42
		001010576804700	Parks - Utilities	\$31.42		
113966275		202648705		\$98.22	\$0.00	\$98.22
		101016542630000	Street Fund - Street Lighting	\$98.22		
<b>35043</b>	<b>22-Apr-13</b>	<b>12961</b>	<b>SNOHOMISH COUNTY PUD</b>			<b>\$2,135.50</b>
117282190		201956075		\$48.18	\$0.00	\$48.18
		001013519904700	General Government - Utilities	\$48.18		
117282928		200748721		\$85.02	\$0.00	\$85.02
		001010576804700	Parks - Utilities	\$85.02		
127228146		201973682		\$42.12	\$0.00	\$42.12
		101016542630000	Street Fund - Street Lighting	\$42.12		
133843571		202342622		\$147.63	\$0.00	\$147.63
		101016542630000	Street Fund - Street Lighting	\$147.63		
140376157		200206019		\$657.35	\$0.00	\$657.35
		001013519904700	General Government - Utilities	\$657.35		
140376158		200245215		\$584.93	\$0.00	\$584.93
		001013519904700	General Government - Utilities	\$584.93		
140676159		200321172		\$538.85	\$0.00	\$538.85

# Detail Check Register

18-Apr-13

Lake Stevens

Check No	Check Date	VendorNo	Vendor	Check Amount	
001013519904700			General Government - Utilities	\$538.85	
143695222	202513354			\$31.42	\$31.42
001010576804700			Parks - Utilities	\$31.42	
<b>35044</b>	<b>22-Apr-13</b>	<b>12961</b>	<b>SNOHOMISH COUNTY PUD</b>		<b>\$10,656.22</b>
143695545	202289237			\$161.49	\$161.49
001010575304901			Historical Museum	\$80.75	
001010575304905			Grimm House Expenses	\$80.74	
150301670	203730189			\$160.51	\$160.51
101016542630000			Street Fund - Street Lighting	\$160.51	
150301671	203731153			\$186.07	\$186.07
101016542630000			Street Fund - Street Lighting	\$186.07	
150302661	204719074			\$13.48	\$13.48
101016542630000			Street Fund - Street Lighting	\$13.48	
150303014	203115522			\$316.67	\$316.67
101016542630000			Street Fund - Street Lighting	\$316.67	
153301088	202427720			\$95.02	\$95.02
410016542404700			Storm Water-Aerat. Utilities	\$95.02	
156831114	202624367			\$8,891.38	\$8,891.38
101016542630000			Street Fund - Street Lighting	\$8,891.38	
156831115	202648101			\$831.60	\$831.60
101016542630000			Street Fund - Street Lighting	\$831.60	
<b>35045</b>	<b>22-Apr-13</b>	<b>12961</b>	<b>SNOHOMISH COUNTY PUD</b>		<b>\$1,240.46</b>
156831116	202670725			\$1,101.11	\$1,101.11
101016542630000			Street Fund - Street Lighting	\$1,101.11	
156831522	200363505			\$139.35	\$139.35
101016542630000			Street Fund - Street Lighting	\$139.35	
<b>35046</b>	<b>22-Apr-13</b>	<b>14007</b>	<b>Snohomish County PW (S)</b>		<b>\$1,064.34</b>
I000324977	Signal repair			\$1,064.34	\$1,064.34
101016542640000			Street Fund - Traffic Control	\$1,064.34	

# Detail Check Register

18-Apr-13

Lake Stevens

Check No	Check Date	VendorNo	Vendor	Check Amount		
<b>35047</b>	<b>22-Apr-13</b>	<b>1356</b>	<b>SNOPAC</b>			<b>\$27,221.60</b>
5945			Dispatch Services	\$26,195.76	\$0.00	\$26,195.76
001008528005100			Law Enforcement - Snopac Dispa	\$26,195.76		
5966			Access Assessment	\$1,025.84	\$0.00	\$1,025.84
001008528005100			Law Enforcement - Snopac Dispa	\$1,025.84		
<b>35048</b>	<b>22-Apr-13</b>	<b>13415</b>	<b>Staples</b>			<b>\$93.71</b>
3196482371			Supplies	\$93.71	\$0.00	\$93.71
001003513103100			Administration - Office Supply	\$68.91		
001013519903100			General Government - Operating	\$24.80		
<b>35049</b>	<b>22-Apr-13</b>	<b>13931</b>	<b>Stericycle, Inc</b>			<b>\$10.36</b>
3002217053			Hazardous waste disposal	\$10.36	\$0.00	\$10.36
001008521004100			Law Enforcement - Professional	\$10.36		
<b>35050</b>	<b>22-Apr-13</b>	<b>13139</b>	<b>Steven Edin</b>			<b>\$423.66</b>
04/15/13			HR/Wellness Supplies	\$423.66	\$0.00	\$423.66
001003516103100			Human Resources-Office Supplie	\$8.68		
001003517400000			Admin. Wellness program	\$9.74		
001013519903100			General Government - Operating	\$405.24		
<b>35051</b>	<b>22-Apr-13</b>	<b>13891</b>	<b>Tacoma Screw Products Inc</b>			<b>\$504.96</b>
30342555			hex cap screws	\$87.37	\$0.00	\$87.37
101016542003102			Street Fund Operating Costs	\$65.53		
410016542403102			Storm Water - Operating Costs	\$21.84		
30343236			Steel threaded rod	\$97.66	\$0.00	\$97.66
001010576803100			Parks - Operating Costs	\$97.66		
30344564			Screws/washers/cable ties	\$75.41	\$0.00	\$75.41
101016542003102			Street Fund Operating Costs	\$56.56		
410016542403102			Storm Water - Operating Costs	\$18.85		
30347220			Deck screws	\$98.88	\$0.00	\$98.88
101016542003102			Street Fund Operating Costs	\$74.16		
410016542403102			Storm Water - Operating Costs	\$24.72		
30348557			Deck screws	\$88.80	\$0.00	\$88.80
101016542003102			Street Fund Operating Costs	\$66.60		
410016542403102			Storm Water - Operating Costs	\$22.20		
30349849			binder chain	\$56.84	\$0.00	\$56.84
101016542003102			Street Fund Operating Costs	\$42.63		
410016542403102			Storm Water - Operating Costs	\$14.21		

# Detail Check Register

18-Apr-13

Lake Stevens

Check No	Check Date	VendorNo	Vendor	Check Amount	
<b>35052</b>	<b>22-Apr-13</b>	<b>13821</b>	<b>Terminix Commercial</b>		<b>\$61.90</b>
323828692		Pest Control		\$61.90	\$0.00
001013519904800		General Government - Repair/Ma		\$61.90	
<b>35053</b>	<b>22-Apr-13</b>	<b>13178</b>	<b>The Daily Herald</b>		<b>\$186.00</b>
4/2013-4/2014		2013-2014 Subscription		\$186.00	\$0.00
001013519903100		General Government - Operating		\$186.00	
<b>35054</b>	<b>22-Apr-13</b>	<b>1491</b>	<b>The Everett Herald</b>		<b>\$106.88</b>
1815194		Planning Comm public hearing		\$55.16	\$0.00
001007558004400		Planning - Advertising		\$55.16	
1816454		Joint Planning Comm mtg w/Marysvi		\$51.72	\$0.00
001007558004400		Planning - Advertising		\$51.72	
<b>35055</b>	<b>22-Apr-13</b>	<b>13045</b>	<b>UPS</b>		<b>\$64.95</b>
74Y42133		Evidence shipping		\$63.84	\$0.00
001008521004200		Law Enforcement - Communicatio		\$63.84	
74Y42143		Evidense shipping		\$1.11	\$0.00
001008521004200		Law Enforcement - Communicatio		\$1.11	
<b>35056</b>	<b>22-Apr-13</b>	<b>1579</b>	<b>VILLAGE ACE HARDWARE</b>		<b>\$77.18</b>
37593		Fasteners		\$50.74	\$0.00
001010576803100		Parks - Operating Costs		\$50.74	
37594		nuts & washers		\$9.09	\$0.00
001013551503100		Community Center - Operations		\$9.09	
37717		Turtle wax		\$17.35	\$0.00
001008521003104		Law Enforcement-Operating Cost		\$17.35	
<b>35057</b>	<b>22-Apr-13</b>	<b>13956</b>	<b>Wa St Dept of Enterprise Svcs</b>		<b>\$82.52</b>
73-1-4515		OPEN PO for business cards and le		\$82.52	\$0.00
001008521003100		Law Enforcement - Office Suppl		\$82.52	
<b>35058</b>	<b>22-Apr-13</b>	<b>12761</b>	<b>WASHINGTON STATE PATROL</b>		<b>\$594.00</b>
113007524		CPL background cks		\$594.00	\$0.00
633008589000006		Gun Permit - FBI Remittance		\$594.00	
<b>35059</b>	<b>22-Apr-13</b>	<b>13295</b>	<b>Washington State Patrol</b>		<b>\$20.00</b>
113006852		Background checks		\$20.00	\$0.00

## Detail Check Register

18-Apr-13

Lake Stevens

Check No	Check Date	VendorNo	Vendor	Check Amount
001003516104100			Human Resources-Professional S	\$20.00
<b>Total Of Checks:</b>				<b>\$101,811.36</b>



LAKE STEVENS CITY COUNCIL  
**STAFF REPORT**

**Council Agenda Date:** April 22, 2013

**Subject:** Economic Development  
Professional Services Agreement –Business Recruitment Services – Natalie Quick Consulting

**Contact** Rebecca Ableman **Budget** Approximately  
**Person/Department:** Planning and Community Development Director **Impact:** \$30,000

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

Authorize the Mayor to enter into a Professional Services Agreement with Natalie Quick Consulting for the Business Recruitment Project.

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**SUMMARY:**

At the Council's April 8<sup>th</sup> meeting, staff presented a draft scope of work with the firm of Natalie Quick Consulting for the Business Recruitment Services Project. At that meeting, Council gave direction to proceed with a Professional Services Agreement.

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**BACKGROUND:**

A Business Recruitment effort was anticipated in 2013 budget. In December 2012, an RFQ was issued for this project. As a result, 2 Statements of Qualifications were submitted and shared with Council on March 25<sup>th</sup>. The consensus by Council was to move forward with Natalie Quick Consulting after reviewing her qualifications, approach, and reference checks as recommended by staff. Staff provided a draft scope of work for discussion at the April 8<sup>th</sup> meeting. Ms. Quick was also in attendance to provide Council with her background and approach to this project.

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**DISCUSSION:**

The Scope of Work for this effort includes developing a specific public relations plan that will identify goals and objectives as well as strategies and performances metrics for the overall recruitment project. Messaging and materials are also an early part of the work that needs to be accomplished by the consultant.

The main effort will includes a targeted event with specifically selected attendees to introduce the Lake Stevens community and its marketable elements to generate retail and employer/industry interest. The consultant will organize and hold this event with a City delegation/team. There would then be follow up with interested people including a driving tour of the City. The contract also includes a performance metrics component to enable to City measure successes of recruitment activity.

Upon approval of the PSA, staff and the consultant will prepare a schedule and meet with the Economic Development Council Subcommittee to begin implementation of the efforts.

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**APPLICABLE CITY POLICIES:**

The proposal is consistent with and will further the Economic Development Strategy Goals.

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**BUDGET IMPACT:**

The proposed budgeted amount for Natalie Quick Consulting PSA is \$25,725. Other expenses such as printed materials, meeting rooms, and other incidentals would also be a part of this project. Those items would be further identified during the early planning stages and therefore the goal of the overall budget, including the consultant, is approximately \$30,000.

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**ATTACHMENTS:**

A. Natalie Quick Consulting –Business Recruitment including communications strategy project

**PROFESSIONAL SERVICES AGREEMENT BETWEEN  
CITY OF LAKE STEVENS  
AND NATALIE QUICK CONSULTING 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 Natalie Quick Consulting, a Washington Limited Liability Company (“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 Business Recruitment Program-Public Relations and Outreach 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 the date of agreement execution and shall terminate at midnight, December 31, 2013. 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.** Any and all employees of the Consultant, while engaged in the performance of any work or services required by the Consultant under this Agreement, shall be considered employees of the Consultant only and not of the City, and any and all claims that may or might arise under the Workman's Compensation Act on behalf of any said employees while so engaged, and any and all claims made by any third party as a consequence of any negligent act or omission on the part of the Consultant or its employees while so engaged in any of the work or services provided herein shall be the sole obligation of the Consultant.

**III.6 INDEMNITY.** 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. 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. It is further specifically and expressly understood that the indemnification provided herein constitutes the Consultant's waiver of immunity under Industrial Insurance, Title 51 RCW, solely for the

purposes of this indemnification. This waiver has been mutually negotiated by the parties. The provisions of this section shall survive the expiration or termination of this Agreement.

### 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. Said certificates and policy endorsement shall name the City, its officers, elected officials, agents and/or employees as an additional named insured with respect to all coverages except professional liability insurance and workers' compensation. The minimum insurance requirements shall be as follows:

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

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

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

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

b. **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.

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

d. **Verification of Coverage.** In signing this agreement, the Consultant is acknowledging and representing that required insurance is active and current. Further, throughout the term of this Agreement, the Consultant shall provide the City with proof of insurance upon request by the City.

e. **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.

f. **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.

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

**III.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 Exhibit #:

Joy Johnston

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 as provided in this section. In no event shall the compensation paid to Consultant under this Agreement exceed \$25,725 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: Rebecca Ableman, Planning and Communtiy Development Director  
P.O. Box 257  
Lake Stevens, WA 982258

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

**Natalie Quick Consultting**  
**Natalie Quick**  
**3042 NW 60TH ST**  
**SEATTLE, WA, 98107-2557**

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 \_\_\_\_\_, 20\_\_.

CITY OF LAKE STEVENS

NATALIE QUICK  
CONSULTING LLC

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

By \_\_\_\_\_  
Natalie Quick

Approved as to form:

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

**EXHIBIT A  
SCOPE OF WORK**



## EXHIBIT A

### **City of Lake Stevens Marketing & Business Recruitment Program Public Relations & Outreach Scope of Work & Budget**

The following Scope of Work & Budget reflects strategies and tactics included in the Proposal submitted to the City of Lake Stevens in October 2012 related to its efforts to increase communication and outreach around its Marketing & Business Recruitment Program.

#### Scope of Work

##### *Public Relations Plan*

- Prepare for and hold kick-off meeting with City of Lake Stevens (COLS) team.
- Research and draft a detailed Public Relations plan that includes an overall goal, objectives, strategies, tactics, timeline and performance metrics. The plan will clearly define what 'success' means for this outreach effort and how we will go about implementing a road map toward these goals.

*Hours: 10 – 12*

*Budget: \$1,750 - \$2,100*

##### *Messaging & Materials Refinement*

- Hold meeting / discussion to discuss messaging direction. Test message direction with, if needed, trusted real estate professionals; discuss feedback gained with COLS team. Present final direction to COLS team and finalize Draft messaging and review with team; incorporate up to two rounds of edits and finalize.
- Review existing materials and provide recommendations on new / updated materials for this outreach effort. Test some materials if needed with trusted real estate professionals; discuss feedback gained with COLS team. Present final direction to COLS team and finalize. Draft / update materials as agreed-upon with team. Present drafts for COLS review; incorporate up to two rounds of edits and finalize.

*Hours: 15 – 20*

*Budget: \$2,625 - \$3,500\**

*\*Note: Does not include graphic design or printing expenses*

##### *Invitation-only Presentations to Seattle / Bellevue Real Estate Community*

- Work with COLS team to develop 'wish list' list of target market sector (retail and employment/industry)/ event attendees (developers, brokers, architects, retailers, etc). Refine list and present final list of target attendees.
- Create branded email invitation for attendees that showcase the marketable elements of Lake Stevens. Develop design explorations and present 1-2



## EXHIBIT A

- options to COLS team; Review and finalize. Draft text to accompany email; Review text and finalize.
- Once email is distributed to invitees, follow up individually to encourage attendance. Update COLS team as needed. Develop a “What to Expect” document for participants once they are confirmed; Review with team and finalize. Distribute to attendees once they are confirmed.
  - Work closely with City team to develop a ‘road show’ presentation for the event that builds on the messaging and materials (specifically the PowerPoint, visuals and a marketing leave-behind piece). Advise on materials and help create as needed; review all with COLS team and finalize.
  - Prepare for and hold prep session with City participants to organize flow of discussion / presentation.
  - Provide research and recommendations related to location for briefings, food / beverage, etc. Organize all on-site details as needed.
  - Hold / help lead two presentations with 10-12 minimum attendees in each session. Provide a scribe for each meeting and a thorough written recap for City leaders. Debrief with team and discuss next steps.

*Hours: 75 – 85*

*Budget: \$13,125 - \$14,875\**

*\*Note: does not include expenses*

### *City of Lake Stevens Driving Tours*

- Creation (with the City) of a tour route and talking points for key points of interest. Hold preparation meeting with all possible City spokespeople / attendees.
- Based on feedback from invite-only presentations, target and refine 8-12 possible attendees for the tour (about 30% of attendees from earlier briefings); Outreach individually to each target to attend; once confirmed, follow up with tour details as needed.
- Prepare in advance of each tour (with the City) to help customize tour route and messaging depending on attendees and their focus / desired outcome.
- Attend up to three tours (as needed).

*Hours: 25-30*

*Budget: \$4,375 - \$5,250*

**FEES: \$21,875 - \$25,725**



LAKE STEVENS CITY COUNCIL  
**STAFF REPORT**

**Council Agenda Date:** April 22, 2013

**Subject:** Underground Utilities Code Amendments (LUA2013-0006)

**Contact Person/Department:** Rebecca Ableman/Karen Watkins      **Budget Impact:** None

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**RECOMMENDATION(S)/ACTION REQUESTED OF COUNCIL:** Hold a public hearing on April 22, 2013 to consider Planning Commission recommendations and public testimony for a first and final reading of Ordinance No. 888 related to underground utilities code amendments.

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**SUMMARY:** The City Council directed staff to review the Underground Utilities code (LSMC 14.60.450) to determine if overhead utilities should remain overhead in specifically defined conditions relative to major arterial street projects. The proposed code amendment includes conditions when utilities may remain or be constructed aboveground; all other utilities must be constructed underground.

**BACKGROUND:** Code amendments to Title 14 LSMC require Planning Commission review and a recommendation to Council. The Planning Commission held a public hearing on April 3, 2013 and has provided a recommendation to approve the code amendment to Council (*Attachment 1*). A SEPA Determination of Nonsignificance (DNS) was issued on March 20, 2013 (*Attachment 2*). Two email comments were received from the Washington Department of Transportation (WSDOT) on the DNS (*Attachment 3*) stating WSDOT can “accept and support adherence to the new underground codes...” The proposed code amendments were submitted to the Washington Department of Commerce on March 6, 2013 with a request for a 15-day expedited review; Commerce granted the expedited review on March 28 (*Attachment 4*).

**DISCUSSION:** Ordinance No. 888 (*Attachment 5*) was reviewed and approved as to form by the City Attorney. No changes were required to the proposed code amendments based on the comments received from WSDOT.

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**APPLICABLE CITY POLICIES:** LSMC 14.60.450 is related to the undergrounding of utilities.

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**BUDGET IMPACT:** None

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**ATTACHMENTS:**

- 1 – Planning Commission Recommendation Letter dated April 3, 2013
- 2 – SEPA Determination of Nonsignificance issued March 20, 2013
- 3 – SEPA Email Comments Received from WSDOT
- 4 – Washington Department of Commerce Email dated March 28, 2013 & letter dated March 7, 2013
- 5 – Ordinance No. 888



April 3, 2013

Council President John Spencer  
Lake Stevens City Council  
1812 Main Street  
Lake Stevens, WA 98258

**SUBJECT: PLANNING COMMISSION RECOMMENDATION  
Underground Utilities Code Amendment (LUA2013-0006)**

Dear Council President Spencer and Council Members:

The Lake Stevens Planning Commission held a public hearing on Wednesday, April 3, 2013 to consider code amendments related to underground utilities (LSMC 14.60.450).

**Commissioners in attendance** were Chair Janice Huxford, and Commissioners Pam Barnet, Gary Petershagen, Jennifer Davis and Tom Matlack. Planning Commissioners absent were Vice Chair Sammie Thurber and Linda Hoult.

**Public Hearing** – One person attended. Planning and Community Development staff gave a short summary of the code amendments to the underground utilities regulations and described changes since the February 6 briefing. Planning Commission opened public testimony and no one provided verbal testimony. Two written comments of acceptance were received related to the SEPA Determination of Nonsignificance from the Washington State Department of Transportation. No other written testimony was received.

**SUMMARY OF PLANNING COMMISSIONER QUESTIONS**

The following topics were discussed by the Planning Commission during deliberations:

- Are the BPA (Bonneville Power Administration) power lines too large to underground? Staff: Yes, they would fall under subsection (a).
- If a new business on 20<sup>th</sup> Street SE was located 30 feet from the overhead power lines on 20<sup>th</sup> Street SE, would they be required to underground utilities? Staff: Yes, from the overhead line in the road right-of-way.

**PLANNING COMMISSION RECOMMENDATION**

The Planning Commission made a recommendation to accept the Underground Utilities Code Amendments as written and recommend Council approval. Motion made by Commissioner Davis, seconded by Vice Chair Petershagen. Passed 5-0-2-0

Respectfully submitted,

Lake Stevens Planning Commission

Janice Huxford

Chair

Pam Barnet

Commissioner



## DETERMINATION OF NONSIGNIFICANCE

**Issuance Date:** March 20, 2013

**Project Name (No.):** Underground Utilities Code Amendment (LUA2013-0006)

**Proponent:** City of Lake Stevens

**Applicants:** City of Lake Stevens

**Description of Proposal:** The proposal is to amend the Underground Utilities section (LSMC 14.60.450), which requires all utilities to be undergrounded, to allow two situations where utilities may be aboveground: (1) when utility company signs a waiver that utilities cannot be placed underground for specific reasons, or (2) the lines are located along one of seven specific roadways where utilities are allowed aboveground.

**Project Location (including street address, if any):** Within City Limits of Lake Stevens

**Contact Person:** Karen Watkins

**Phone:** (425) 377-3221

**Threshold Determination:** The City of Lake Stevens, acting as lead agency for this proposal has determined that it does not have a probable significant adverse impact on the environment. An environmental impact statement is not required under RCW 43.21C.030(2)(c). This decision was made after review of a completed environmental checklist and other information on file with the lead agency. This information is available to the public on request. This DNS is issued under 197-11-340(2); the lead agency will not act on this proposal for 14 days from the date of issuance.

**SEPA Responsible Official:**

  
\_\_\_\_\_  
Rebecca Ableman, Planning Director, City of Lake Stevens

**Comments on the Threshold Determination:** If you would like to comment on this Threshold Determination, your written comments should be sent to the address below by April 3, 2013. The Responsible Official may incorporate any substantial comments into the DNS. If the DNS is substantially modified, it will be reissued for further public review.

**Appeals:** You may appeal this determination of non-significance by submitting an appeal to the address below no later than 5:00 PM, April 3, 2013. The appeal must be in written form, contain a concise statement of the matter being appealed and the basic rationale for the appeal. A fee is required per the City's Fee Resolution. Please note that failure to file a timely and complete appeal shall constitute a waiver of all rights to an administrative appeal under City code. All comments or appeals are to be directed to City Hall, P.O. Box 257, Lake Stevens WA, 98258, Attn: Karen Watkins.

## City of Lake Stevens – Proposed Code Amendment

### 14.60.450 Underground Utilities.

(a) Except as noted in subsections (c) through ~~((e))~~(f) of this section, ~~((all))~~existing, extended, and new electric power lines (not to include transformers or enclosures containing electrical equipment including, but not limited to, switches, meters, or capacitors which may be pad mounted), telephone, gas distribution, cable television, telecommunications overhead facilities, and other communication lines in or adjacent to any land use or building permit approved after the effective date of this chapter shall be placed underground in accordance with the specifications and policies of the respective utility service providers and located in accordance with the currently adopted version of the Engineering Design and Development Standards for the City of Lake Stevens. In the event the distribution line originates from a point opposite any public roadway from the new construction the service lines shall be placed beneath said roadway by means of boring or surface excavation across said roadway.

(b) Whenever an unsubdivided development is hereafter constructed on a lot that is undeveloped on the effective date of this~~((e))~~ ordinance~~((codified in this chapter))~~, then all electric, power, telephone, gas distribution, telecommunications, and cable television lines installed to serve the development that are located on the development site outside of a previously existing public street right-of-way shall be placed underground in accordance with the specifications and policies of the respective utility companies.

(c) Wiring and/or related facilities for existing aboveground utilities may remain aboveground if one of the following circumstances exists:

(1) If the Public Works Director determines that an underground system cannot reasonably be installed according to accepted engineering practices or undergrounding would adversely impact services not adjacent to the proposed site, the requirements of this section may be waived. All applications for a waiver from the appropriate adversely impacted utility service provider shall be filed with the Department of Public Works, and shall include a description of the technical difficulties associated with or expected to result from such undergrounding. Such a waiver shall be noted in the permit. If undergrounding is determined not to be reasonable by the Public Works Director, the owner of any adjacent property to be served by the portion of the line that is subject to the waiver must either sign a development agreement or an agreement not to protest the formation of an LID for future undergrounding pursuant to RCW 35.43.182 and Chapter 35.96 RCW. The determination of which form of agreement shall be used shall be at the discretion of the Public Works Director.

(2) For aboveground utility lines located along the following roadways:

(i) State Route 9,

(ii) State Route 92,

(iii) State Route 204,

(iv) Lundeen Parkway from SR 9 to Callow Road,

(v) 20<sup>th</sup> Street NE except between 118<sup>th</sup> Avenue NE and 127<sup>th</sup> Avenue NE,

(vi) Grade Road, and

**City of Lake Stevens – Proposed Code Amendment**(vii) 20<sup>th</sup> Street SE.

~~((e))~~d) Building permits for additions, alterations, or repairs within any 12-month period and equal to less than 50 percent of the total value of the existing building or structure shall not be subject to the requirements of this section.

~~((d) If the Public Works Director determines that an underground system cannot reasonably be installed according to accepted engineering practices, the requirements of this section may be waived upon receipt of a written notice from the appropriate utility service provider. Such a waiver shall be noted in the permit or shall be construed as not being granted. If undergrounding is determined not to be feasible, the applicant must either sign a concomitant agreement or a no protest agreement of the formation of an LID for future undergrounding. Determination of which form of promissory shall be used shall be at the discretion of the Public Works Director.))~~

(e) Nothing in this section nor any other section in relation to underground utilities shall apply to power lines carrying a voltage of 15 kV or more, nor shall it be constructed to prohibit the placement of said mounted transformers, terminal pedestal, or other electrical and communications devices above ground, as determined by the appropriate utility service provider involved.

(f) Repair, maintenance or upgrading of existing underground service shall not be relocated overhead.



CITY OF LAKE STEVENS  
PLANNING AND COMMUNITY DEVELOPMENT  
PO BOX 257, LAKE STEVENS, WA 98258  
PHONE: (425) 377-3235 / FAX: (425) 212-3327

## CITY OF LAKE STEVENS ENVIRONMENTAL CHECKLIST

### ***Purpose of checklist:***

The State Environmental Policy Act (SEPA), Chapter 43.21C RCW, requires all governmental agencies to consider the environmental impacts of a proposal before making decisions. An environmental impact statement (EIS) must be prepared for all proposals with probable significant adverse impacts on the quality of the environment. The purpose of this checklist is to provide information to help you and the agency identify impacts from your proposal (and to reduce or avoid impacts from the proposal, if it can be done) and to help the agency decide whether an EIS is required.

### ***Instructions for applicants:***

This environmental checklist asks you to describe some basic information about your proposal. Governmental agencies use this checklist to determine whether the environmental impacts of your proposal are significant, requiring preparation of an EIS. Answer the questions briefly, with the most precise information known, or give the best description you can.

You must answer each question accurately and carefully, to the best of your knowledge. In most cases, you should be able to answer the questions from your own observations or project plans without the need to hire experts. If you really do not know the answer, or if a question does not apply to your proposal, write "do not know" or "does not apply." Complete answers to the questions now may avoid unnecessary delays later.

Some questions ask about governmental regulations, such as zoning, shoreline, and landmark designations. Answer these questions if you can. If you have problems, the governmental agencies can assist you.

The checklist questions apply to all parts of your proposal, even if you plan to do them over a period of time or on different parcels of land. Attach any additional information that will help describe your proposal or its environmental effects. The agency to which you submit this checklist may ask you to explain your answers or provide additional information reasonably related to determining if there may be significant adverse impact.

### ***Use of checklist for nonproject proposals:***

Complete this checklist for nonproject proposals, even though questions may be answered "does not apply." IN ADDITION, complete the SUPPLEMENTAL SHEET FOR NONPROJECT ACTIONS (part D).

For nonproject actions, the references in the checklist to the words "project," "applicant," and "property or site" should be read as "proposal," "proposer," and "affected geographic area," respectively.

**A. BACKGROUND**

1. Name of proposed project, if applicable:  
Underground Utilities Code Amendment (LUA2013-0006)
2. Name of applicant:  
City of Lake Stevens
3. Address and phone number of applicant and contact person:  
Karen Watkins, Principal Planner  
City of Lake Stevens, P.O. Box 257, Lake Stevens, WA 98258
4. Date checklist prepared:  
March 11, 2013
5. Agency requesting checklist:  
City of Lake Stevens
6. Proposed timing or schedule (including phasing, if applicable):
  - SEPA Determination – March 20, 2013
  - City Council Public Hearing and Adoption – April 22, 2013
7. Do you have any plans for future additions, expansion, or further activity related to or connected with this proposal? If yes, explain.  
Not at this time
8. List any environmental information you know about that has been prepared, or will be prepared, directly related to this proposal.  
None
9. Do you know whether applications are pending for governmental approvals of other proposals directly affecting the property covered by your proposal? If yes, explain.  
Any project under review is vested to earlier codes. This amendment will only affect projects submitting applications after the effective date.
10. List any government approvals or permits that will be needed for your proposal, if known.  
Planning Commission recommendation, City Council approval and Department of Commerce review
11. Give brief, complete description of your proposal, including the proposed uses and the size of the project and site. There are several questions later in this checklist that ask you to describe certain aspects of your proposal. You do not need to repeat those answers on this page. (Lead agencies may modify this form to include additional specific information on project description.)  
The code amendment is to the Underground Utilities section (LSMC 14.60.450) to amend the current regulations requiring all utilities to be underground. In two circumstances, utilities may be above ground: utility company signs a waiver that utilities cannot be placed underground for specific reasons or the lines are on one of seven specific roadways or sections of roadways.
12. Location of the proposal. Give sufficient information for a person to understand the precise location of your proposed project, including a street address, if any, and section, township, and range, if known. If a proposal would occur over a range of area, provide the range or boundaries of the site(s). Provide a legal description, site plan, vicinity map, and topographic map, if reasonably available. While you should submit any plans required by the

agency, you are not required to duplicate maps or detailed plans submitted with any permit applications related to this checklist.

The code amendments would be implemented citywide.

**B. ENVIRONMENTAL ELEMENTS**

**1. Earth**

- a. General description of the site (circle one): Flat, rolling, hilly, steep slopes, mountainous, other . . . . .

The City of Lake Stevens' topography includes steep slopes, ravines, hilly and some flat land areas.

- b. What is the steepest slope on the site (approximate percent slope)?
- c. N/A – This nonproject action updates the City's Underground Utilities regulations.
- d. What general types of soils are found on the site (for example, clay, sand, gravel, peat, muck)? If you know the classification of agricultural soils, specify them and note any prime farmland.

The city contains the following soil series:

- |                               |                              |
|-------------------------------|------------------------------|
| • Tokul gravelly loam         | • Winston gravelly loam      |
| • Mukilteo Muck               | • Bellingham silty clay loam |
| • Everett gravelly sandy loam | • McKenna gravelly silt loam |
| • Norma loam                  | • Rober silt loam            |
| • Urban Land                  | • Pastik silt loam           |
| • Disturbed/Fill              | • Terric Medisaprist         |

- e. Are there surface indications or history of unstable soils in the immediate vicinity?

yes  no

If so, describe.

The Land Capability Classification from the USDA Web Soil Survey shows soil types ranging from 2e to 7e. This index rates the suitability of soil for cultivation. This means some soil types in the city are potentially unstable depending on site conditions, such as soil depth, water content and may be susceptible to erosion without proper soil management. The Tokul, Winston, and Paskit series are most susceptible to erosion. The Bellingham, McKenna, and Pilchuck series may be unstable with excessive water.

- f. Describe the purpose, type, and approximate quantities of any filling or grading proposed. Indicate source of fill.
- g. N/A – This nonproject action updates the City's Underground Utilities regulations.
- h. Could erosion occur as a result of clearing, construction, or use?  
 yes  no  
If so, generally describe.
- i. About what percent of the site will be covered with impervious surfaces after project construction (for example, asphalt, or buildings)?

N/A – This nonproject action updates the City’s Underground Utilities regulations.

- j. Proposed measures to reduce or control erosion, or other impacts to the earth, if any:

N/A – This nonproject action updates the City’s Underground Utilities regulations.

**2. Air**

- a. What types of emissions to the air would result from the proposal (i.e., dust, automobile, odors, industrial wood smoke) during construction and when the project is completed? If any, generally describe and give approximate quantities if known.

N/A – This nonproject action updates the City’s Underground Utilities regulations.

- b. Are there any off-site sources of emissions or odor that may affect your proposal?

yes  no

If so, generally describe.

N/A – This nonproject action updates the City’s Underground Utilities regulations.

- c. Proposed measures to reduce or control emissions or other impacts to air, if any:

N/A – This nonproject action updates the City’s Underground Utilities regulations.

**3. Water**

- a. Surface:

- 1) Is there any surface water body on or in the immediate vicinity of the site (including year-round and seasonal streams, saltwater, lakes, ponds, wetlands)?

yes  no

If yes, describe type and provide names. If appropriate, state what stream or river it flows into

The city of Lake Stevens has several bodies of water including Lake Stevens, Catherine Creek, Stevens Creek, Lundeen Creek, Stitch Lake and associated wetland complexes. Catherine Creek flows into Little Pilchuck Creek.

- 2) Will the project require any work over, in, or adjacent to (within 200 feet) the described waters?

yes  no

If yes, please describe and attach available plans.

- 3) Estimate the amount of fill and dredge material that would be placed in or removed from surface water or wetlands and indicate the area of the site that would be affected. Indicate the source of fill material.

N/A – This nonproject action updates the City’s Underground Utilities regulations.

- 4) Will the proposal require surface water withdrawals or diversions?

yes  no

Give general description, purpose, and approximate quantities if known.

- 5) Does the proposal lie within a 100-year floodplain?

yes  no

If so, note location on the site plan.

The city of Lake Stevens has lands with Special Flood Hazard Area Zone A, depicted on the FIRMs for Lake Stevens, WA that will be subject to the proposed Underground Utilities regulations.

6) Does the proposal involve any discharges of waste materials to surface waters?

yes  no

If so, describe the type of waste and anticipated volume of discharge.

b. Ground:

1) Will ground water be withdrawn, or will water be discharged to ground water?

yes  no

Give general description, purpose, and approximate quantities if known.

2) Describe waste material that will be discharged into the ground from septic tanks or other sources, if any (for example, domestic sewage; industrial, containing the following chemicals...; agricultural; etc.). Describe the general size of the system, the number of such systems, the number of houses to be served (if applicable), or the number of animals or humans the system(s) are expected to serve

N/A – This nonproject action updates the City’s Underground Utilities regulations.

c. Water runoff (including stormwater):

1) Describe the source of runoff (including stormwater) and method of collection and disposal, if any (include quantities, if known). Where will this water flow? Will this water flow into other waters? If so, describe.

N/A – This nonproject action updates the City’s Underground Utilities regulations.

2) Could waste materials enter ground or surface waters?

yes  no

If so, generally describe.

d. Proposed measures to reduce or control surface, ground, and runoff water impacts, if any:

N/A – This nonproject action updates the City’s Underground Utilities regulations.

4. **Plants**

a. Check types of vegetation found on the site:

Deciduous tree: alder, maple, aspen, other

Evergreen tree: fir, cedar, pine, other

Shrubs

Grass

Pasture

Crop or grain

Wet soil plants: cattail, buttercup, bullrush, skunk cabbage, other

- Water plants: water lily, eelgrass, milfoil, other
- Other types of vegetation

- b. What kind and amount of vegetation will be removed or altered?  
 N/A – This nonproject action updates the City’s Underground Utilities regulations.
- c. List threatened or endangered species known to be on or near the site.  
 N/A – This nonproject action updates the City’s Underground Utilities regulations.
- d. Proposed landscaping, use of native plants, or other measures to preserve or enhance vegetation on the site, if any:  
 N/A – This nonproject action updates the City’s Underground Utilities regulations.

**5. Animals**

- a. Circle any birds and animals, which have been observed on or near the site or are known to be on or near the site:  
 Birds: hawk, heron, eagle, songbirds, other:  
 Mammals: deer, bear, elk, beaver, other: raccoons, opossums, rodents  
 Fish: bass, salmon, trout, herring, shellfish, other: sculpin and stickleback
- b. List any threatened or endangered species known to be on or near the site.  
 The Lake Stevens area supports a variety of fish species, including bass, catfish, and perch. Chinook salmon and bull trout, both threatened species, have also been known to occur in Lake Stevens and several of its tributary streams, including Catherine Creek and Stevens Creek. WDFW has also documented the presence of Coho salmon in an unnamed stream in the southeastern corner of the study area. (20<sup>th</sup> Street SE Corridor Subarea Plan EIS 2012)
- a. Is the site part of a migration route?  
 yes    no  
 If so, explain. Pacific flyway, salmonid migratory route
- d. Proposed measures to preserve or enhance wildlife, if any:  
 N/A – This nonproject action updates the City’s Underground Utilities regulations.

**6. Energy and Natural Resources**

- a. What kinds of energy (electric, natural gas, oil, wood stove, solar) will be used to meet the completed project's energy needs? Describe whether it will be used for heating, manufacturing, etc.  
 N/A – This nonproject action updates the City’s Underground Utilities regulations.
- b. Would your project affect the potential use of solar energy by adjacent properties?  
 yes    no  
 If so, generally describe.  
 N/A – This nonproject action updates the City’s Underground Utilities regulations.

- c. What kinds of energy conservation features are included in the plans of this proposal?  
List other proposed measures to reduce or control energy impacts, if any:  
N/A – This nonproject action updates the City’s Underground Utilities regulations.

**7. Environmental Health**

- a. Are there any environmental health hazards, including exposure to toxic chemicals, risk of fire and explosion, spill, or hazardous waste that could occur as a result of this proposal?

yes  no

If so, describe.

N/A – This nonproject action updates the City’s Underground Utilities regulations.

1) Describe special emergency services that might be required.

N/A – This nonproject action updates the City’s Underground Utilities regulations.

2) Proposed measures to reduce or control environmental health hazards, if any:

N/A – This nonproject action updates the City’s Underground Utilities regulations.

- b. Noise

1) What types of noise exist in the area which may affect your project (for example, traffic, equipment, operation, other)?

N/A – This nonproject action updates the City’s Underground Utilities regulations.

2) What types and levels of noise would be created by or associated with the project on a short-term or a long-term basis (for example, traffic, construction, operation, other)? Indicate what hours noise would come from the site.

N/A – This nonproject action updates the City’s Underground Utilities regulations.

3) Proposed measures to reduce or control noise impacts, if any:

N/A – This nonproject action updates the City’s Underground Utilities regulations.

**8. Land and Shoreline Use**

- a. What is the current use of the site and adjacent properties?

The city of Lake Stevens includes a variety of urban land uses including residential, commercial, office, industrial and public.

- b. Has the site been used for agriculture?

yes  no

If so, describe.

Some parcels within the city of Lake Stevens were likely used for agriculture in the past. Currently, some larger parcels include fruit trees and may still have farm animals.

- c. Describe any structures on the site.

There is a mix of residential, commercial and public buildings within the City.

Will any structures be demolished?

yes  no

If so, what?

N/A – This nonproject action updates the City’s Underground Utilities regulations.

e. What is the current zoning classification of the site?

The city of Lake Stevens includes a variety of urban zones including residential, commercial, office, industrial and public.

f. What is the current comprehensive plan designation of the site?

The city of Lake Stevens includes a variety of comprehensive plan designations including residential, commercial, office, industrial and public.

g. If applicable, what is the current shoreline master program designation of the site?

The city’s draft Shoreline Master Program proposes the following Environment Designations: Aquatic, Natural, High Intensity, Urban Conservancy, and Shoreline Residential.

h. Has any part of the site been classified as an "environmentally sensitive" area?

yes  no

If so, specify.

Yes, the city of Lake Stevens includes a variety of critical areas including streams, wetlands, fish and wildlife habitat conservation areas, flood hazard areas and geologically hazardous areas.

i. Approximately how many people would reside or work in the completed project?

N/A – This nonproject action updates the City’s Underground Utilities regulations.

j. Approximately how many people would the completed project displace?

N/A – This nonproject action updates the City’s Underground Utilities regulations.

k. Proposed measures to avoid or reduce displacement impacts, if any:

N/A – This nonproject action updates the City’s Underground Utilities regulations.

l. Proposed measures to ensure the proposal is compatible with existing and projected land uses and plans, if any:

N/A – This nonproject action updates the City’s Underground Utilities regulations.

**9. Housing**

a. Approximately how many units would be provided, if any? Indicate whether high, middle, or low-income housing.

N/A – This nonproject action updates the City’s Underground Utilities regulations.

b. Approximately how many units, if any, would be eliminated? Indicate whether high, middle, or low-income housing.

N/A – This nonproject action updates the City’s Underground Utilities regulations.

c. Proposed measures to reduce or control housing impacts, if any:

N/A – This nonproject action updates the City’s Underground Utilities regulations.

**10. Aesthetics**

- a. What is the tallest height of any proposed structure(s), not including antennas; what is the principal exterior building material(s) proposed?  
N/A – This nonproject action updates the City’s Underground Utilities regulations.
- b. What views in the immediate vicinity would be altered or obstructed?  
N/A – This nonproject action updates the City’s Underground Utilities regulations.
- c. Proposed measures to reduce or control aesthetic impacts, if any:  
N/A – This nonproject action updates the City’s Underground Utilities regulations.

**11. Light and Glare**

- a. What type of light or glare will the proposal produce? What time of day would it mainly occur?  
N/A – This nonproject action updates the City’s Underground Utilities regulations.
- b. Could light or glare from the finished project be a safety hazard or interfere with views?  
N/A – This nonproject action updates the City’s Underground Utilities regulations.
- c. What existing off-site sources of light or glare may affect your proposal?  
N/A – This nonproject action updates the City’s Underground Utilities regulations.
- d. Proposed measures to reduce or control light and glare impacts, if any:  
N/A – This nonproject action updates the City’s Underground Utilities regulations.

**12. Recreation**

- a. What designated and informal recreational opportunities are in the immediate vicinity?  
The City of Lake Stevens includes a variety of recreational facilities including the lake, city and county parks, schools, athletic fields, and the Centennial Trail.
- b. Would the proposed project displace any existing recreational uses?  
 yes  no  
If so, describe.
- c. Proposed measures to reduce or control impacts on recreation, including recreation opportunities to be provided by the project or applicant, if any:  
N/A – This nonproject action updates the City’s Underground Utilities regulations.

**13. Historic and Cultural Preservation**

- a. Are there any places or objects listed on, or proposed for, national, state, or local preservation registers known to be on or next to the site?  
 yes  no  
If so, generally describe.  
The Washington Department of Archaeology and Historic Preservation database shows a number of historic properties, mostly in the downtown area.

- b. Generally describe any landmarks or evidence of historic, archaeological, scientific, or cultural importance known to be on or next to the site.

N/A – This nonproject action updates the City’s Underground Utilities regulations.

- c. Proposed measures to reduce or control impacts, if any:

N/A – This nonproject action updates the City’s Underground Utilities regulations. However, during future project construction, if the proponent/contractor(s) observe archaeological, historical materials, and/or human remains, they will stop all work in the immediate vicinity and notify affected agencies to assess the situation and determine how to preserve the resource(s).

**14. Transportation**

- a. Identify public streets and highways serving the site, and describe proposed access to the existing street system. Show on site plans, if any.

The City of Lake Stevens includes several major roads including highways SR-9, SR-92, and SR-204. Arterial roads through the city include Vernon Road, Lundeen Parkway, 20<sup>th</sup> Street NE and 20<sup>th</sup> Street SE.

- b. Is the site currently served by public transit?

yes  no

If not, what is the approximate distance to the nearest transit stop?

- c. How many parking spaces would the completed project have? How many would the project eliminate?

N/A – This nonproject action updates the City’s Underground Utilities regulations.

- d. Will the proposal require any new roads or streets, or improvements to existing roads or streets, not including driveways?

yes  no

If so, generally describe (indicate whether public or private).

N/A – This nonproject action updates the City’s Underground Utilities regulations.

- e. Will the project use (or occur in the immediate vicinity of) water, rail, or air transportation?

yes  no

If so, generally describe.

- f. How many vehicular trips per day would be generated by the completed project? If known, indicate when peak volumes would occur.

N/A – This nonproject action updates the City’s Underground Utilities regulations.

- g. Proposed measures to reduce or control transportation impacts, if any:

N/A – This nonproject action updates the City’s Underground Utilities regulations.

**15. Public Services**

- a. Would the project result in an increased need for public services (for example, fire protection, police protection, health care, schools, other)?

yes  no

If so, generally describe.

- b. Proposed measures to reduce or control direct impacts on public services, if any.

N/A – This nonproject action updates the City’s Underground Utilities regulations.

**16. Utilities**

- a. Check utilities currently available at the site:

Electricity

Telephone

Natural gas

Sanitary sewer

Water

Septic system

Refuse service

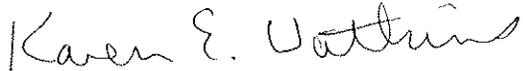
Other (list)

- f. Describe the utilities that are proposed for the project, the utility providing the service, and the general construction activities on the site or in the immediate vicinity, which might be needed.

N/A – This nonproject action updates the City’s Underground Utilities regulations.

**C. SIGNATURE**

The above answers are true and complete to the best of my knowledge. I understand that the lead agency is relying on them to make its decision.

Signature: 

Date Submitted: March 11, 2013

#### D. SUPPLEMENTAL SHEET FOR NONPROJECT ACTIONS

(Do not use this sheet for project actions)

Because these questions are very general, it may be helpful to read them in conjunction with the list of the elements of the environment.

When answering these questions, be aware of the extent the proposal or the types of activities likely to result from the proposal, would affect the item at a greater intensity, or at a faster rate than if the proposal were not implemented. Respond briefly and in general terms.

1. How would the proposal be likely to increase discharge to water; emissions to air; production, storage, or release of toxic or hazardous substances; or production of noise?

The proposal is not likely to increase discharge to water; air emissions; production, storage, or release of toxic or hazardous substances, or production of noise.

Proposed measures to avoid or reduce such increases are:

The Underground Utilities code amendment is specific to undergrounding utilities.

2. How would the proposal be likely to affect plants, animals, fish, or marine life?

The proposal is not likely to affect plants, animals, fish, or marine life as the current floodplain is highly developed.

Proposed measures to protect or conserve plants, animals, fish, or marine life are:

The Underground Utilities code amendment is specific to undergrounding utilities.

3. How would the proposal be likely to deplete energy or natural resources?

The proposal is not likely to deplete energy sources. All new development would be subject to the International Energy Code and all municipal code requirements.

Proposed measures to protect or conserve energy and natural resources are:

The Underground Utilities code amendment is specific to undergrounding utilities.

4. How would the proposal be likely to use or affect environmentally sensitive areas or areas designated (or eligible or under study) for governmental protection such as parks, wilderness, wild and scenic rivers, threatened or endangered species habitat, historic or cultural sites, wetlands, floodplains, or prime farmlands?

The proposal is not likely to affect environmentally sensitive areas and historical or archaeological sites.

Proposed measures to protect such resources or to avoid or reduce impacts are:

The Underground Utilities code amendment is specific to undergrounding utilities.

5. How would the proposal be likely to affect land and shoreline use, including whether it would allow or encourage land or shoreline uses incompatible with existing plans?

The proposal is not likely to affect land and shoreline use as utilities are placed on site or in the rights-of-way of roads.

Proposed measures to avoid or reduce shoreline and land use impacts are:

The Underground Utilities code amendment is specific to undergrounding utilities.

6. How would the proposal be likely to increase demands on transportation or public services and utilities?

It is not likely that the proposal will increase transportation demands or public services and utilities.

Proposed measures to reduce or respond to such demand(s) are:

The Underground Utilities code amendment is specific to undergrounding utilities.

7. Identify, if possible, whether the proposal may conflict with local, state, or federal laws or requirements for the protection of the environment.

The proposal creates no known conflicts with local, state, or federal law. It is consistent with the *City of Lake Stevens Comprehensive Plan*, SEPA regulations, and the Growth Management Act.

**Karen E. Watkins**

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**From:** Georgine Rosson  
**Sent:** Thursday, March 21, 2013 8:10 AM  
**To:** Karen E. Watkins  
**Subject:** FW: Review Request, City of Lake Stevens, Underground Utilities Code Amendment  
**Attachments:** SEPA Underground Package 3-20-13.pdf

FYI

*Georgine Rosson  
Public Works/Planning Coordinator  
City of Lake Stevens*

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**From:** Rodman, Scott [<mailto:RodmanS@wsdot.wa.gov>]  
**Sent:** Thursday, March 21, 2013 8:04 AM  
**To:** Wills, Don; Wehbe, Ahmad  
**Cc:** Georgine Rosson; Benenati, Steve M.  
**Subject:** Review Request, City of Lake Stevens, Underground Utilities Code Amendment

Don and Ahmad:  
The City of Lake Stevens has requested review comments for their utility code amendment.

Although our routes run thru the city, *limited access exists* on SR 9 and SR 204 therefore those areas would impact us requiring WSDOT Utility permits.

Please send the city your comments directly to Georgine Rosson, Planning Coordinator, via the email [grosson@lakestevenswa.gov](mailto:grosson@lakestevenswa.gov) prior to April 2, 2013.

Thank you for your assistance with this important matter.

Scott Rodman  
Assistant Development Services Engineer  
Washington State Department of Transportation  
Northwest Region  
15700 Dayton Ave. N., NB 82-240  
PO Box 330310  
Seattle, WA. 98133-9710  
206-440-4914

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**From:** [grosson@lakestevenswa.gov](mailto:grosson@lakestevenswa.gov) [<mailto:grosson@lakestevenswa.gov>]  
**Sent:** Wednesday, March 20, 2013 3:48 PM  
**Subject:** Underground Utilities Code Amendment

FYI

*Georgine Rosson  
Public Works/Planning Coordinator*

**Karen E. Watkins**

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**From:** Georgine Rosson  
**Sent:** Thursday, March 21, 2013 10:37 AM  
**To:** Karen E. Watkins  
**Subject:** FW: Review Request, City of Lake Stevens, Underground Utilities Code Amendment  
**Attachments:** UtilitiesAccommodationPolicy[1].pdf

Karen, here are some comments.

*Georgine Rosson*  
 Public Works/Planning Coordinator  
 City of Lake Stevens

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**From:** Wills, Don [<mailto:Willsd@wsdot.wa.gov>]  
**Sent:** Thursday, March 21, 2013 10:34 AM  
**To:** Georgine Rosson  
**Cc:** Lacy, Paul; Rodman, Scott; Wehbe, Ahmad; Benenati, Steve M.  
**Subject:** RE: Review Request, City of Lake Stevens, Underground Utilities Code Amendment

**Response and Comments from WSDOT Utilities Office:**

WSDOT can accept and support adherence to the new underground codes that Lake Stevens is proposing that fall under the Limited Access designation for state highways within city limits. For highways that lie within city limits and are not designated as Limited Access highways the city has jurisdiction, but must at a minimum meet the state standards for Accommodation of Utilities.

In current times it is not uncommon for electrical lines carrying voltages up to 35kv to be easily undergrounded. The technology exists for even greater voltages to be undergrounded but the costs do rise quickly.

WSDOT has a Scenic Classification list for each highway in Washington State, the city may want to use the listed classification as supporting their new code requirement. The Scenic Classification is subject to change as conditions along the highway change.

Don

*Donald K Wills II*  
 WSDOT, NWR Utilities and Railroad Engineer  
 206-440-4122

---

**From:** Rodman, Scott  
**Sent:** Thursday, March 21, 2013 8:04 AM  
**To:** Wills, Don; Wehbe, Ahmad  
**Cc:** 'grosson@lakestevenswa.gov'; Benenati, Steve M.  
**Subject:** Review Request, City of Lake Stevens, Underground Utilities Code Amendment

Don and Ahmad:  
 The City of Lake Stevens has requested review comments for their utility code amendment.

Although our routes run thru the city, *limited access exists* on SR 9 and SR 204 therefore those

ATTACHMENT 3  
areas would impact us requiring WSDOT Utility permits.

Please send the city your comments directly to Georgine Rosson, Planning Coordinator, via the email [grosson@lakestevenswa.gov](mailto:grosson@lakestevenswa.gov) prior to April 2, 2013.

Thank you for your assistance with this important matter.

Scott Rodman  
Assistant Development Services Engineer  
Washington State Department of Transportation  
Northwest Region  
15700 Dayton Ave. N., NB 82-240  
PO Box 330310  
Seattle, WA. 98133-9710  
206-440-4914

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**From:** [grosson@lakestevenswa.gov](mailto:grosson@lakestevenswa.gov) [<mailto:grosson@lakestevenswa.gov>]  
**Sent:** Wednesday, March 20, 2013 3:48 PM  
**Subject:** Underground Utilities Code Amendment

FYI

*Georgine Rosson  
Public Works/Planning Coordinator  
City of Lake Stevens*

\*\*\* eSafel scanned this email for malicious content \*\*\*  
\*\*\* IMPORTANT: Do not open attachments from unrecognized senders \*\*\*

**From:** [COM GMU Review Team](#)  
**To:** [Karen E. Watkins](#)  
**Cc:** [Andersen, Dave \(COM\)](#)  
**Subject:** 18967, City of Lake Stevens, Expedited Review Granted, DevRegs  
**Date:** Thursday, March 28, 2013 3:59:19 PM

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Dear Ms. Watkins:

The City of Lake Stevens has been granted expedited review for the proposed amendment to amend the current regulations requiring all utilities to be underground. This proposal was submitted for the required state agency review under RCW 36.70A.106.

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

If you have any questions, please contact Paul Johnson at 360.725.3048 or by email at [paul.johnson@commerce.wa.gov](mailto:paul.johnson@commerce.wa.gov).

Thank you.

Review Team, Growth Management Services  
Department of Commerce  
P.O. Box 42525  
Olympia WA 98504-2525  
(360) 725-3000  
FAX (360) 664-3123



STATE OF WASHINGTON  
DEPARTMENT OF COMMERCE  
1011 Plum Street SE • PO Box 42525 • Olympia, Washington 98504-2525 • (360) 725-4000  
[www.commerce.wa.gov](http://www.commerce.wa.gov)

March 7, 2013

Karen Watkins  
Principal Planner  
City of Lake Stevens  
1812 Main Street  
Post Office Box 257  
Lake Stevens, Washington 98258

Dear Ms. Watkins:

Thank you for sending the Washington State Department of Commerce (Commerce) the following materials as required under RCW 36.70A.106. Please keep this letter as documentation that you have met this procedural requirement.

**City of Lake Stevens - Proposed amendment to amend the current regulations requiring all utilities to be underground. These materials were received on March 06, 2013 and processed with the material ID # 18967. Expedited Review is requested under RCW 36.70A.106(3)(b).**

If this submitted material is an adopted amendment, then please keep this letter as documentation that you have met the procedural requirement under RCW 36.70A.106.

If you have submitted this material as a draft amendment requesting expedited review, then we have forwarded a copy of this notice to other state agencies for expedited review and comment. If one or more state agencies indicate that they will be commenting, then Commerce will deny expedited review and the standard 60-day review period (from date received) will apply. Commerce will notify you by e-mail regarding of approval or denial of your expedited review request. If approved for expedited review, then final adoption may occur no earlier than fifteen calendar days after the original date of receipt by Commerce. Please remember to submit the final adopted amendment to Commerce within ten days of adoption.

If you have any questions, please contact Growth Management Services at [reviewteam@commerce.wa.gov](mailto:reviewteam@commerce.wa.gov), or call Dave Andersen (509) 434-4491 or Paul Johnson (360) 725-3048.

Sincerely,

Review Team  
Growth Management Services

CITY OF LAKE STEVENS  
LAKE STEVENS WASHINGTON

## ORDINANCE NO. 888

**AN ORDINANCE OF THE CITY OF LAKE STEVENS AMENDING PORTIONS OF TITLE 14 ENTITLED "LAND USE CODE" INCLUDING AMENDING SECTION 14.60.450 ENTITLED "UNDERGROUND UTILITIES" PROVIDING FOR SEVERABILITY AND AN EFFECTIVE DATE.**

**WHEREAS**, the City desires to update portions of Title 14 related to the circumstances when utilities should be constructed underground and when existing aboveground utilities may remain; and

**WHEREAS**, the current regulations require most utilities to be undergrounded; and

**WHEREAS**, the City reviewed the underground utility requirements of other Snohomish County cities; and

**WHEREAS**, the City identified specific roadways where overhead utility lines are existing and would be appropriate to remain aboveground in the future; and

**WHEREAS**, the City prepared a State Environmental Policy Act (SEPA) environmental checklist and issued a SEPA determination of non-significance for adoption of the underground utilities code amendments on March 20, 2013 and published notice in the Lake Stevens Journal; and

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

**WHEREAS**, the City submitted the proposed code amendments on March 6, 2013 to the Washington State Department of Community, Trade, and Economic Development requesting a 15-day expedited review, which was granted by email on March 28, 2013; and

**WHEREAS**, the Planning Commission conducted a hearing on April 3, 2013, and forwarded a recommendation that the City Council to adopt the proposed underground utilities code amendments; and

**WHEREAS**, the City Council conducted a public hearing on April 22, 2013 to consider adopting the proposed underground utilities code amendments.

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

**Section 1.** Section 14.60.450 of the Lake Stevens Municipal Code (LSMC) entitled "Underground Utilities" is hereby revised, the amended section to read as follows:

**14.60.450 Underground Utilities.**

(a) Except as noted in subsections (c) through ~~((e))~~f) of this section, ~~((a))~~existing, extended, and new electric power lines (not to include transformers or enclosures

containing electrical equipment including, but not limited to, switches, meters, or capacitors which may be pad mounted), telephone, gas distribution, cable television, telecommunications overhead facilities, and other communication lines in or adjacent to any land use or building permit approved after the effective date of this chapter shall be placed underground in accordance with the specifications and policies of the respective utility service providers and located in accordance with the currently adopted version of the Engineering Design and Development Standards for the City of Lake Stevens. In the event the distribution line originates from a point opposite any public roadway from the new construction the service lines shall be placed beneath said roadway by means of boring or surface excavation across said roadway.

(b) Whenever an unsubdivided development is hereafter constructed on a lot that is undeveloped on the effective date of this ~~(e)~~ ordinance ~~(-codified in this chapter)~~, then all electric, power, telephone, gas distribution, telecommunications, and cable television lines installed to serve the development that are located on the development site outside of a previously existing public street right-of-way shall be placed underground in accordance with the specifications and policies of the respective utility companies.

(c) Wiring and/or related facilities for existing aboveground utilities may remain aboveground if one of the following circumstances exists:

(1) If the Public Works Director determines that an underground system cannot reasonably be installed according to accepted engineering practices or undergrounding would adversely impact services not adjacent to the proposed site, the requirements of this section may be waived. All applications for a waiver from the appropriate adversely impacted utility service provider shall be filed with the Department of Public Works, and shall include a description of the technical difficulties associated with or expected to result from such undergrounding. Such a waiver shall be noted in the permit. If undergrounding is determined not to be reasonable by the Public Works Director, the owner of any adjacent property to be served by the portion of the line that is subject to the waiver must either sign a development agreement or an agreement not to protest the formation of an LID for future undergrounding pursuant to RCW 35.43.182 and Chapter 35.96 RCW. The determination of which form of agreement shall be used shall be at the discretion of the Public Works Director.

(2) For aboveground utility lines located along the following roadways:

- (i) State Route 9,
- (ii) State Route 92,
- (iii) State Route 204,
- (iv) Lundeen Parkway from SR 9 to Callow Road,
- (v) 20<sup>th</sup> Street NE except between 118<sup>th</sup> Avenue NE and 127<sup>th</sup> Avenue NE,
- (vi) Grade Road, and

(vii) 20<sup>th</sup> Street SE.

~~((e))~~d) Building permits for additions, alterations, or repairs within any 12-month period and equal to less than 50 percent of the total value of the existing building or structure shall not be subject to the requirements of this section.

~~((d) If the Public Works Director determines that an underground system cannot reasonably be installed according to accepted engineering practices, the requirements of this section may be waived upon receipt of a written notice from the appropriate utility service provider. Such a waiver shall be noted in the permit or shall be construed as not being granted. If undergrounding is determined not to be feasible, the applicant must either sign a concomitant agreement or a no protest agreement of the formation of an LID for future undergrounding. Determination of which form of promissory shall be used shall be at the discretion of the Public Works Director.)~~)

(e) Nothing in this section nor any other section in relation to underground utilities shall apply to power lines carrying a voltage of 15 kV or more, nor shall it be constructed to prohibit the placement of said mounted transformers, terminal pedestal, or other electrical and communications devices above ground, as determined by the appropriate utility service provider involved.

(f) Repair, maintenance or upgrading of existing underground service shall not be relocated overhead.

**Section 8.** Severability. If any section, sentence, clause or phrase of this ordinance should be held to be invalid or unconstitutional by a court of competent jurisdiction, such invalidity or unconstitutionality shall not affect the validity or constitutionality of any other section, sentence, clause or phrase of this ordinance.

**Section 9.** Effective Date. This ordinance shall be in full force and effective five (5) days from and after its passage and approval and publication as required by law.

PASSED by the City Council and APPROVED by the Mayor of the City of Lake Stevens on this \_\_\_ day of \_\_\_\_\_, 2013.

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

ATTEST/AUTHENTICATION:

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

ATTACHMENT 5

APPROVED TO FORM

---

Grant Weed, City Attorney

Passed by Council:

Published:

Effective Date:



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LAKE STEVENS CITY COUNCIL  
**STAFF REPORT**

**Council Agenda Date:** April 22, 2013

**Subject:** Shoreline Master Program Update – Public Hearing #2 on Ecology’s Conditional Approval (LS2009-11) – Ordinance No. 889

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**Contact Person/Department:** Becky Ableman/Karen Watkins      **Budget Impact:** None

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**RECOMMENDATION(S)/ACTION REQUESTED OF COUNCIL:** Action requested of Council is to hold a second and final reading on Ecology’s required changes and suggested changes, proposed alternative language, additional staff changes, and public testimony provided at the public hearing on April 8, 2013. Ordinance No. 889 has been revised based on Council discussion at the first public hearing to include all possible amendments; however, Council can choose to remove some of the proposed amendments.

---

**SUMMARY:** This staff report provides additional information and discussion of topics introduced or discussed at the first public hearing on Ordinance No. 889 and public testimony. This staff report supplements the April 8, 2013 staff report.

---

**BACKGROUND:** A revised Ordinance No. 889 is included as *Attachment 1*. Staff, The Watershed Company and Joe Burcar of Ecology were able to discuss the draft Cumulative Impacts Analysis Addendum on April 9, 2013. The revised addendum is included as Exhibit 1 of the ordinance.

A. Written Testimony

Two written comments were submitted to Council by Principal Planner Watkins:

- Letter dated April 4, 2013 from Futurewise and Pilchuck Audubon Society included in Staff Report for April 8 public hearing.
- Email dated April 8, 2013 from Mr. Sam Rodabough, representing the community group SOS Lake Stevens, related to clarifying the side setback addition to a residence to state it is a footprint and not a total square footage, was submitted to Council at the public hearing.

B. Public Testimony

Public testimony was provided by three people. Council closed public testimony except the written comment mentioned by Kevin St. John regarding setbacks for outbuildings he was unable to provide in writing at the meeting. This comment was transmitted to staff by email from Sam Rodabough on April 11 with an additional clarification on April 15 (*Attachment 2*).

1. Mr. Ted Boysen requested the Council allow longer docks, if necessary, for shallower areas of the lake. Mr. John Volpone lives next to Mr. Boysen and agrees the longer docks should be allowed at least for those areas that are shallower.
2. Ms. Kristin Kelly, Futurewise and Pilchuck Audubon Society, provided written testimony. Ms. Kelly requested Council accept approval of all of Ecology's required changes, especially keeping native vegetation within 50 feet of the lake. She also requested no allowance for cabanas with walls and setting a maximum dock surface area of 500-700 feet. Ms. Kelly believes allowing a water front deck is a giveaway and can cause new impacts.

Staff Research: One of Ms. Kelly's comments is directly related to Ecology's required changes. This is related to Required Change #9 for a requirement to protect 50 feet of native vegetation from the OHWM on undeveloped lots. This required change is one of the changes Council requested The Watershed Company to review and provide alternative language. (See CIA Addendum for discussion and recommendation)

3. Mr. Kevin St. John, SOS Lake Stevens, reiterated Mr. Rodabough's email request to clarify the side setback was a footprint. He also presented a new request for setbacks for new outbuildings not be required to be 60 feet back from lake as they are used to store recreational equipment for use on the lake. Mr. St. John also mentioned the low water level of the lake was causing water to go under the bulkheads and eroding the foundations.

C. Council Discussion

1. Councilmember Quigley asked about accepting Ecology's required change in the public access section and changing the other two public access sections identified by staff to "shall" from "should".
2. Council President Spencer asked Staff to return with a proposal for the 150 foot vs. 200 foot length

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## DISCUSSION OF TOPICS NOT RELATED TO ECOLOGY'S REQUIRED CHANGES

A. Side Yard Extension

Staff Research: Mr. St. John's and Mr. Rodabough's comment on the clarification of additions in the side setback to be a footprint should be based on Council's intent when adopting the provision in November 2011. **Attachment 2** is an email from Mr. Rodabough regarding the outbuildings.

*The addition of the "footprint of the existing structure" can be made to the adopted SMP at the request of Council. No further analysis of the outbuildings was completed by Staff based on Mr. Rodabough's email dated April 11 as it would not be appropriate to include outbuildings with the addition in the setback. Outbuildings are considered an appurtenance and regulated in Chapter 5, Provision C.8.a.8.a.*

B. Dock Length

Staff Research: Mr. Boysen's residence is located at the north end of the lake. On aerial photographs, a large shallow area is visible (**Attachment 3**). The docks in this area currently range from 105 feet to 160 feet long. The following excerpt is from the adopted SMP related to dock length. In the adopted SMP, the limitations for dock length occur in the following order: (1) length of adjacent docks, (2) length to reach 5.5 foot water depth, and (3) length no more than 150 feet from shoreline (highlighted below). Staff asked Ecology about the potential change in dock length from 150 to 200 feet and Ecology said they defer to jurisdictions on dock length as they are mainly concerned with what happens in the first 30 feet from OHWM.

**Chapter 4 Section C.3.c.24:**

c. Length.

- i. The maximum waterward intrusion of any portion of the dock shall not extend beyond the average of the two most adjacent legally existing docks within 300 feet on either side of the proposed dock. If the most adjacent legally existing docks are 50 feet long or less, then any legally existing docks within 300 feet on either side of the proposed dock may be used to determine the average length for the proposed dock with documentation showing all dock lengths within 300 feet and identification of the two docks, one on each side of the proposed dock, being used to determine the average length. If no legal docks exist within 300 feet, the maximum length of the dock is the minimum necessary to reach a 5 ½ -foot water depth below the low water mark.

Exception: If the above dock limits do not allow the dock to reach an adequate depth to moor a boat, the Shoreline Administrator may approve a longer dock up to the minimum necessary to reach 5½ feet of depth, as measured from the low water mark. However, in no case shall a dock extend more than 150 feet from the shoreline, measured perpendicularly to the shoreline.

*Staff Comment: If the exception section is changed from 150 feet to 200 feet of maximum dock length, the only docks that could extend would have to show they do not have 5.5 feet of depth. Without this change, residents in the shallower areas would be required to request a variance to reach the 5.5 foot depth if it required more length than 150 feet. If an applicant wanted to increase length for a reason other than to reach the 5.5 foot depth, then they would also need to request a variance. It is unlikely that many docks will be required to go longer except in a few specific areas of the lake. Ecology did not have a concern with the change in maximum dock length to 200 feet.*

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**PROPOSED ALTERNATIVE LANGUAGE – UPDATED SINCE APRIL 8, 2013**

**A. NO CHANGE TO PROPOSAL, ONLY CIA ADDENDUM WAS REVISED**

**Required Change #6 – New Building Setbacks (SMP, Chapter 5, Provision C.8.c.3.a.i (page 85)):**

The City Council's adopted language was a standard 60 foot setback from the OHWM and that the Shoreline Administrator can allow it to be closer. Ecology's required change was to use the average of the setbacks of existing houses on adjacent lots with a minimum setback of 60 feet and not allowing the Shoreline Administrator to reduce the minimum as it does not provide any limits for the Shoreline Administrator to make a determination. Proposal is to modify the Council required changes and proposing alternative language to the Council Adopted SMP language based on the CIA Addendum.

Ecology Required Changes (in blue and red):

3. New residential development, including new structures, new pavement, and additions, within shoreline jurisdiction on lakes shall adhere to the following standards:

a. Setbacks:

- i. New buildings: Set back all covered or enclosed structures the average of the setbacks of existing houses on adjacent lots on both sides of the subject parcel, with a ~~standard~~ minimum setback, ~~which is a lake setback~~ of 60 feet from the OHWM (consisting of 50 feet from the OHWM plus an additional 10 foot building setback). ~~Where the Shoreline Administrator finds that an existing site does not provide sufficient area to locate the residence entirely landward of this setback, the Shoreline Administrator may allow the residence to be located closer to the OHWM, provided all other provisions of this SMP are met and impacts are mitigated.~~

Proposed Alternative Language (revisions shown from Council Adopted SMP) based on CIA Addendum:

- i. New buildings: Set back all covered or enclosed structures with a ~~standard~~ minimum setback, ~~which is a lake setback~~ of 60 feet from the OHWM (consisting of 50 feet from the OHWM plus an additional 10 foot building setback). ~~Where the Shoreline Administrator finds that an existing site does not provide sufficient area to locate the residence entirely landward of this setback, the Shoreline Administrator may allow the residence to be located closer to the OHWM, provided all other provisions of this SMP are met and impacts are mitigated.~~

**B. PROPOSED CHANGE Required Change #9 – New Residential Development, Vegetation Retention (SMP, Chapter 5, Provision C.8.c.4 (page 88)):** The City Council’s adopted language required existing native vegetation within 20-feet of the OHWM to be retained and if no or little vegetation exists, then 20 feet be planted. Ecology’s required change is the retention to 50 feet from the OHWM.

Ecology Required Changes (in blue and red):

4. For new development on previously undeveloped lots, any existing native vegetation shall be retained along the shoreline to a minimum of 50-feet ~~20-feet~~ upland from the OHWM. If little or no native vegetation exists on the previously undeveloped lot, native vegetation shall be planted along the shoreline to 20 feet from the OHWM. 25 percent of the required vegetated area can be cleared or thinned for view maintenance and waterfront access, provided 75 percent of the area remains vegetated. Invasive species may be removed, vegetation trimmed, and trees —limbed upl from the ground to provide views. In the 25 percent cleared area, pathways for access to the water are allowed.

Proposal to remove Chapter 5, Provision C.8.c.4 as other portions of the SMP and Appendix B are equally or more protective as discussed in the Cumulative Impacts Analysis Addendum. This was discussed with Ecology; however, they will need to review any alternative language by all of their reviewers.

**C. PROPOSED CHANGE Required Change #10 – Public Access (SMP, Chapter 5, Provision C.8.c.7 (page 89)):** Ecology required change #10 adds a reference to public access, which is already included in the SMP in two other sections. Councilmember Quigley requested Staff review all sections related to public access to see if “shall” could be used in all three.

Staff Research: The following three sections are the three referenced sections of the adopted SMP with Ecology’s required revision shown in strikeout/underline on the third section.

*The word “should” highlighted below could be changed to “shall” and still retain consistency with the SMP Guidelines and the rest of the SMP.*

## **Chapter 2 Environment Designation Provisions**

### **4. "Shoreline Residential" (SR) Environment**

#### **c. Management Policies**

##### Uses

5. New multi-family development and new subdivisions of land into more than four parcels should provide public access, which could include benches for viewing in a public right of way, community access, or similar types of public access.

## **Chapter 3 – General Provisions**

### **7. Public Access**

#### **b. Policies**

1. Public access should be considered in the review of all private and public developments with impacts on public access and related to the size of the impacts and with the exception of the following:
  - a. Single-family residential including one- and two-family dwelling units and residential subdivisions of four lots or less and their accessory structures (e.g., docks, garages, shoreline modification, etc.); or
  - b. Where deemed inappropriate due to health, safety and environmental concerns or constitutional limitations.

## **Chapter 5 – Shoreline Use Provisions Section C.8.c.7:**

7. The creation of new residential lots within shoreline jurisdiction on lakes shall be prohibited unless the applicant demonstrates that all of the provisions of this SMP, including setback and size restrictions, can be met on the proposed lot. Specifically, it must be demonstrated that:
  - a. The residence can be built in conformance with all applicable setbacks and development standards in this 2011 SMP.
  - b. Adequate water, sewer, road access, and utilities can be provided.
  - c. The intensity of development is consistent with the City's Comprehensive Plan.
  - d. The development will not cause flood or geological hazard to itself or other properties.
  - e. Land-division creating four or more new parcels shall provide Public Access (see Chapter 2 Section 4.c.5. and Chapter 3 Section B.7.).

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## **ADDITIONAL PROPOSED REVISIONS BY STAFF – UPDATED**

Over the past year, staff has been asked by residents the differences in the old and new SMPs or how a specific development would be reviewed under the new SMP. In addition, council recently adopted code amendments related to buoys, so amendments are proposed for consistency with new regulations.

**A. NO NEED TO CHANGE COST OF NEW DOCK Chapter 1 – Introduction to the SMP, E – How the Shoreline Master Program is Used, 1 – When is a Permit Required:** Engrossed Substitute House Bill (ESHB) 1090 (Increasing the dollar amount for construction of a dock that does not qualify as a substantial development under the shoreline management act) did not meet the cut-off deadline to change the cost of a dock from \$10,000 to 20,000. However, the addition to refer to future adjustments for inflation should be adopted to avoid having to update this section every five years.

“Substantial development” is any “development” where the total cost or fair market value exceeds five thousand seven hundred eighteen dollars (\$5,718), as adjusted for inflation by the Office of Financial Management every

five years, or any development that materially interferes with the normal public use of the water or shoreline of the state. The five thousand seven hundred eighteen dollar (\$5,718) threshold will be adjusted for inflation by the office of financial management every five years, beginning July 1, 2007, based upon changes in the consumer price index during that time period. A dock is not considered substantial development if the fair market value of the dock does not exceed ten thousand dollars (\$10,000), as adjusted for inflation by the Office of Financial Management every five years. ~~((but i))~~ If subsequent construction having a fair market value exceeding two thousand five hundred dollars (\$2,500) occurs within five years of completion of the prior construction, the subsequent construction shall be considered a substantial development.

**B. NEW PROPOSED SENTENCE Chapter 4 – Shoreline Modification Provisions, Section B, Table 4 Shoreline Modification Matrix:** Staff proposes minor revision to be consistent with recently adopted code amendments related to private buoys in Title 10 LSMC. Staff discovered one additional change to this section to be made based on Title 10 amendments (see highlighted sentence):

***Shoreline Modification Matrix Notes:***

1. *Fill in the floodplain must meet all federal, state, and local flood hazard reduction regulations.*
2. *Fill in aquatic areas for the purposes of shoreline ecological restoration may be allowed as a permitted use if the Shoreline Administrator determines that there will be an increase in desired ecological functions.*
3. *New non-public piers and docks are prohibited on Little Pilchuck Creek and Catherine Creek.*
4. *A shoreline modification may be allowed in the Aquatic Environment if the chart indicates that it is allowed in both the Aquatic Environment and the adjacent upland environment.*
5. *New shoreline stabilization structures are not allowed in the Aquatic Designation. Replacement walls or bulkheads shall not encroach waterward of the OHWM or existing structure unless the residence was occupied prior to January 1, 1992, and there are overriding safety or environmental concerns. In such cases, the replacement structure shall abut the existing shoreline stabilization structure (WAC 173-26-231(3)(a)(iii)(C)). All other shoreline stabilization structures in the Aquatic Designation require a conditional use permit.*
6. *A maximum of two private mooring piles or buoys per dock in lieu of fingers or ells are allowed only within the envelope of the dock and no farther waterward than the end of the dock pursuant to LSMC 10.16.070. Also a maximum of two private piles or buoys are allowed in lieu of dock if it includes markings for navigational safety where it shall be colored white and shall have a horizontal blue band around the circumference of the buoy centered midway between the top of the buoy and the water line (WAC 352-66-100 and LSMC 10.16.070(d)). “Envelope of the dock” is defined as the area measured 30 feet from shore and only as far from the side of the dock as required for the size of the boat to be moored at the dock. Mooring buoys or piles do require review by the Washington Department of Fish and Wildlife to determination if an HPA is required.*

**C. NEW PROPOSAL Chapter 5 – Shoreline Use Provisions (Section C.3.c.12 (page 78)):** Staff proposes minor revision to reference under Boating Facilities based on amendments adopted by Council on November 28, 2011 to allow new non-walled covered moorage:

Design/Renovation/Expansion

7. Boating facilities shall be designed to avoid or minimize significant ecological impacts. The Shoreline Administrator shall apply the mitigation sequence defined in Chapter 3 Section B.4 in the review of boating facility proposals. On degraded shorelines, the Shoreline Administrator may require ecological restoration measures to account for new environmental impacts and risks to the ecology to ensure no net loss of ecological function.

The Shoreline Administrator will consult the provisions of this SMP and determine the applicability and extent of ecological restoration required. The extent of ecological restoration shall be proportionate to the impact of the new or expanded proposed boating facility.

8. Boating facility design shall:

- a. Provide thorough flushing of all enclosed water areas and shall not restrict the movement of aquatic life requiring shallow water habitat.
- b. Minimize interference with geohydraulic processes and disruption of existing shoreline ecological functions.

9. Dry moorage shall require a conditional use permit.

10. The perimeter of parking, dry moorage, and other storage areas shall be landscaped to provide a visual and noise buffer between adjoining dissimilar uses or scenic areas. See Chapter 14.76 LSMC for specific landscape requirements.

11. Moorage of floating homes is prohibited.

12. New covered moorage is prohibited except non-walled structures pursuant to Chapter 4 Section C.3.c.34.

**D. NO CHANGE Chapter 5 – Shoreline Use Provisions (Section C.8.c.3.b (page 86)):** Staff proposes minor revision to reference for designing and constructing pervious concrete and asphalt:

- b. Maximum amount of impervious surface: The maximum amount of impervious surface for each lot, including structures and pavement shall be no greater than 40 percent of the total lot area above OHWM.

In calculating impervious surface, pavers on a sand bed may be counted as 50 percent impervious and wood decks with gaps between deck boards may be counted as permeable if over bare soil or loose gravel (such as pea gravel). Pervious concrete and asphalt (~~may be counted as per manufacturer's specifications~~) should be designed and constructed to 2005 Stormwater Manual, as amended, and Puget Sound Partnership Low Impact Development Manual, as amended. To calculate the net impervious surface, multiply the area of the pavement by the percentage of imperviousness.

The City may determine the percentage of imperviousness for pavements that are not specified here.

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## COUNCIL ACTION

Pursuant to RCW 90.58.090(2)(e) and Ecology's Conditional Approval Letter, the City may:

- Agree to the proposed changes, or
- Submit an alternative proposal. Ecology will then review the alternative(s) submitted for consistency with the purpose and intent of the changes originally submitted by Ecology and with the Shoreline Management Act.

Since the April 8, 2013 public hearing, Staff and consultant have discussed alternative language with Ecology and made revisions to the CIA Addendum and the proposed alternative language as well as proposing two additional revisions to the Council Adopted SMP, as discussed above. Attached Ordinance No. 889 (*Attachment 1*) includes all the proposed revisions described above. The changes to the ordinance are highlighted to assist the Council in making a decision on the final revisions to be approved. The revised ordinance has been reviewed and approved as to form by the City Attorney.

**NEXT STEPS:** The City is required to respond to Ecology's Conditional Approval by April 30, 2013. Once Council adopts Ordinance No. 889, Staff will prepare a formal response to Ecology. When the SMP is adopted by Ecology, staff will bring forward a few final code amendments for consistency with the adopted SMP.

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**APPLICABLE CITY POLICIES:** The State requires all cities to update their Shoreline Master Programs (SMP) on a specific schedule. The City's current SMP was adopted in 1974.

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**BUDGET IMPACT:** An additional \$3,693 was approved for consultant review of Required Changes #6 and #9.

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**ATTACHMENTS:**

- 1 – Revised Ordinance No. 889 Adopting Amendments to SMP & Addendum to Cumulative Impacts Analysis
- 2 – Email String from Sam Rodabough, SOS Lake Stevens
- 3 – Aerial Photo of Area Near Ted Boysen's property on North Side of Lake

**CITY OF LAKE STEVENS**  
**Lake Stevens, Washington**  
**ORDINANCE NO. 889**

**AN ORDINANCE OF THE CITY OF LAKE STEVENS, WASHINGTON APPROVING AMENDMENTS TO THE APPROVED CITY OF LAKE STEVENS 2011 SHORELINE MASTER PROGRAM AND THE ACCOMPANYING ENVIRONMENT DESIGNATIONS, GOALS AND POLICIES, REGULATIONS, CUMULATIVE IMPACTS ANALYSIS, RESTORATION PLAN, AND NO NET LOSS REPORT SUMMARY UNDER THE PROCEDURES SET FORTH IN CHAPTER 90.58 RCW; AND DIRECTING THAT THE APPLICABLE SHORELINE MASTER PROGRAM UPDATE AMENDED MATERIALS BE PROVIDED TO THE WASHINGTON STATE DEPARTMENT OF ECOLOGY FOR ITS REVIEW.**

**WHEREAS**, the Washington Shoreline Management Act (Chapter 90.58 RCW, “SMA” or the “Shoreline Management Act”) recognizes that shorelines are among the most valuable and fragile resources of the State, and that State and local government must establish a coordinated planning program to address the types and effects of development occurring along shorelines of statewide significance; and

**WHEREAS**, the City of Lake Stevens (“City”) is required to update its Shoreline Master Program (“SMP” or “Shoreline Master Program”), adopted in 1974, pursuant to the Shoreline Management Act and Chapter 173-26 WAC; and

**WHEREAS**, the City updated its Shoreline Master Program under a two year grant (No. G1000027) from the Washington State Department of Ecology (“Ecology” or the “Department of Ecology”) to complete a comprehensive shoreline master program update (LS2009-11); and

**WHEREAS**, the Department of Ecology is authorized under the Shoreline Management Act to approve, deny or propose modifications to the City’s SMP; and

**WHEREAS**, Lake Stevens is classified as a unique shoreline by the State due to its size of 1,014 acres, and is known as a Shoreline of Statewide Significance; and

**WHEREAS**, the areas under State shoreline jurisdiction include, in general, the area around and within 200 feet of the shoreline of Lake Stevens, the shorelines of Catherine Creek and Little Pilchuck Creek where the creeks run at least 20 cubic feet per second, and three associated wetland complexes, Stevens Creek, Lundeen Creek and Stitch Lake; and

**WHEREAS**, the City has engaged in extensive public participation with respect to the Shoreline Master Program Update preceding the Local Adoption Process, including but not limited to the following: a Shoreline Citizens Advisory Committee, three public open houses, two Council workshops, four Council Subcommittee Meetings, four briefings to Planning Commission, four briefings to City Council, emails to interested parties, postcard notices to shoreline property owners, published notices in the local newspapers, and meetings with residents and developers, as requested; and

**WHEREAS**, on February 15, 2010, the City issued a Draft Shoreline Analysis Report, an inventory and characterization of the City’s shorelines to be used to record the existing or baseline

conditions upon which the development of shoreline master program provisions are examined to ensure the adopted regulations provide no net loss of shoreline ecological functions; and

**WHEREAS**, on April 19, 2011, the City issued a Final Draft Cumulative Impact Analysis for City of Lake Stevens shorelines and on November 17, 2011, issued a Preliminary Final Cumulative Impact Analysis for City of Lake Stevens shorelines, an inventory and characterization of the City's shorelines to assess ecological functions and ecosystem-wide processes operating within the City's shoreline jurisdiction and to serve as a baseline from which future development actions in the shoreline jurisdiction will be measured; and

**WHEREAS**, on April 19, 2011, the City issued a Final Draft 2011 Shoreline Master Program and on November 17, 2011, issued a Preliminary Final 2011 Shoreline Master Program, including goals and policies, environmental designations for areas within the City and in the Urban Growth Area, and regulations, and replacing the previously adopted 1974 Shoreline Master Program; and

**WHEREAS**, on April 19, 2011, the City issued a Final Draft Shoreline Restoration Plan for the City of Lake Stevens shorelines and on November 17, 2011, issued a Preliminary Final Shoreline Restoration Plan, listing restoration goals and objectives and discussing existing or potential programs and projects that positively impact the shoreline environment; and

**WHEREAS**, a No Net Loss Report confirms the goals, policies and regulations of the proposed 2011 Shoreline Master Program with mitigation for impacts pursuant to the Restoration Plan will result in "no net loss" in shoreline ecological function relative to the baseline due to its implementation and will ultimately produce a net improvement in shoreline ecological function; and

**WHEREAS**, it is anticipated that the City will consider and enact final code amendments and comprehensive plan amendments related to the Shoreline Master Program Update shortly after the adoption of the Shoreline Master Program by Ecology; and

**WHEREAS**, on April 15, 2011, the City issued a State Environmental Policy Act (SEPA) Determination of Non-Significance for the adoption of the Shoreline Master Program and related code amendments and comprehensive plan amendments and published the notice in the Everett Herald; and

**WHEREAS**, the amendments to the Shoreline Master Program and Cumulative Impacts Analysis adopted in this ordinance do not require additional SEPA review as they do not affect the overall previously adopted SMP and related documents, but are minor wording changes; and

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

**WHEREAS**, the City submitted the proposed comprehensive plan amendments and code amendments related to the 2011 Shoreline Master Program to the Washington State Department of Commerce on April 5, 2011 for its 60-day review and received documentation of completion of the procedural requirement on June 6, 2011; and

**WHEREAS**, the Lake Stevens Planning Commission, after review of the proposed comprehensive plan amendments, code amendments and 2011 Shoreline Master Program, held duly noticed public hearings on May 4 and 18, 2011, and all public testimony was given full consideration before a recommendation was made to the City Council; and

**WHEREAS**, on May 23, June 13, July 11, November 21, and November 28, 2011, the Lake Stevens City Council reviewed the Planning Commission’s recommendation relating to the proposed 2011 Shoreline Master Program and associated comprehensive plan amendments and code amendments and held duly noticed public hearings, and on November 28, 2011 adopted Ordinance No. 856 approving the Shoreline Master Program and related documents and directed the Planning Director to make approved revisions to the documents and submit to Ecology; and

**WHEREAS**, on December 10, 2011 the Planning Director forwarded the adopted 2011 Shoreline Master Program and related documents to Ecology for review; and

**WHEREAS**, on February 27, 2012, the SMP Amendment Package was deemed complete by Ecology;

**WHEREAS**, on April 19, 2012, Ecology held a public hearing in Lake Stevens and held a public comment period from April 19 to May 21, 2012; and

**WHEREAS**, Ecology summarized public hearing comments and requested the City respond to the comments and the City submitted responses to Ecology on September 10, 2012; and

**WHEREAS**, on January 4, 2013, Ecology sent a final Conditional Approval Letter to Mayor Vern Little with ten required changes and one proposed change and requested City response within 30 days; and

**WHEREAS**, the City requested an extension to April 30, 2013 in place of the 30-day response requirement to allow time for Council discussion and a public process before responding to Ecology; and

**WHEREAS**, the Council held a public workshop on February 24, 2013 to hear public comments on Ecology’s required changes; and

**WHEREAS**, on March 25, 2013, Council approved additional consultant analysis on Ecology’s required changes #6 and #9 to support proposed alternative language; and

**WHEREAS**, on April 8 and 22, 2013, the City Council held duly noticed public hearings on Ordinance No. 889 adopting amendments to the previously adopted 2011 Shoreline Master Program and adopting specific Ecology required changes, adopting the Addendum to the Cumulative Impacts Analysis and directing the Planning Director to submit a formal response to Ecology’s Conditional Approval Letter.

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

**Section 1. Conclusions.** The City Council hereby concludes the following with regard to the amendments to the previously adopted 2011 Shoreline Master Program and specific Ecology required changes, and Addendum to the Cumulative Impacts Analysis as revised and readopted and approved in this ordinance:

- A. Implementation of the Adopted 2011 Shoreline Master Program with adopted amendments will result in “no net loss” in shoreline ecological function relative to the established baseline and will ultimately produce a net improvement in shoreline ecological function; and

- B. The Adopted 2011 Shoreline Master Program and amendments are consistent with and meet the State Shoreline Guidelines established under Chapter 173-26 WAC; and
- C. The Adopted 2011 Shoreline Master Program and amendments are consistent with and implement the Shoreline Management Act (Chapter 90.58 RCW) and the Growth Management Act (Chapter 36.70A RCW).

**Section 2. Addendum to the Cumulative Impacts Analysis Adopted.** The Addendum to the City of Lake Stevens Adopted 2011 Cumulative Impacts Analysis, as set forth in **Exhibit 1** (attached to this ordinance and incorporated by reference) is hereby adopted.

**Section 3. Shoreline Master Program Amendments Adopted.** The City of Lake Stevens Adopted 2011 Shoreline Master Program is hereby amended as follows:

- 1. The Adopted 2011 Shoreline Master Program, Chapter 1, Section E.1 definition for “Substantial development” is hereby amended for consistency with Engrossed Substitute House Bill 1090, if approved by the Washington State Legislature:

“Substantial development” is any “development” where the total cost or fair market value exceeds five thousand seven hundred eighteen dollars (\$5,718), as adjusted for inflation by the Office of Financial Management every five years, or any development that materially interferes with the normal public use of the water or shoreline of the state. The five thousand seven hundred eighteen dollar (\$5,718) threshold will be adjusted for inflation by the office of financial management every five years, beginning July 1, 2007, based upon changes in the consumer price index during that time period. A dock is not considered substantial development if the fair market value of the dock does not exceed ~~((ten))~~ twenty thousand dollars ~~(\$((1))20,000)~~, as adjusted for inflation by the Office of Financial Management every five years. ~~((but if))~~ If subsequent construction having a fair market value exceeding two thousand five hundred dollars (\$2,500) occurs within five years of completion of the prior construction, the subsequent construction shall be considered a substantial development.

- 2. The Adopted 2011 Shoreline Master Program is hereby amended by the Ecology required change #1 as set forth in Attachment B of Ecology’s Conditional Approval Letter and to read as follows for Chapter 2, Section B:

The Shoreline Environment Designation Maps can be found in Appendix A. Pursuant to WAC 173-26-211, the maps illustrate the shoreline environment designations that apply to all shorelines of the state within the City of Lake Stevens’ jurisdiction. The lateral extent of the shoreline jurisdiction shall be determined for specific cases based on the location of the ordinary high water mark (OHWM), effective floodway, and presence of associated wetlands. The maps should be used in conjunction with the Environment Designation tables in Section C below. In the event of a mapping error, the City will rely upon the boundary descriptions and the criteria in Section C below.

- 3. The Adopted 2011 Shoreline Master Program is hereby amended for consistency with Ecology required change #10 described in Attachment B of Ecology’s Conditional Approval Letter and to read as follows for Chapter 2, Section C.4.c.:

**c. Management Policies**

Uses

- 1. Water-oriented recreational uses should be allowed.

2. New residential development should be supported by adequate land area and services.
  3. Land division and development should be permitted only 1) when adequate setbacks or buffers are provided to protect ecological functions and 2) where there is adequate access, water, sewage disposal, and utilities systems, and public services available and 3) where the environment can support the proposed use in a manner which protects or restores the ecological functions.
  4. Development standards for setbacks or buffers, shoreline stabilization, vegetation conservation, critical area protection, and water quality should be established to protect and, where significant ecological degradation has occurred, restore ecological functions over time.
  5. New multi-family development and new subdivisions of land into more than four parcels (~~should~~)shall provide public access, which could include benches for viewing in a public right of way, community access, or similar types of public access.
  6. New residential development should be located and designed so that future shoreline stabilization is not needed.
4. The Adopted 2011 Shoreline Master Program is hereby amended for consistency with Ecology required change #10 described in Attachment B of Ecology's Conditional Approval Letter and to read as follows for Chapter 3, Section B.7.b.:

**b. Policies**

1. Public access (~~should~~)shall be considered in the review of all private and public developments with impacts on public access and related to the size of the impacts and with the exception of the following:
  - a. Single-family residential including one- and two-family dwelling units and residential subdivisions of four lots or less and their accessory structures (e.g., docks, garages, shoreline modification, etc.); or
  - b. Where deemed inappropriate due to health, safety and environmental concerns or constitutional limitations.
2. Developments, uses, and activities on or near the shoreline should not impair or detract from the public's access to the water or the rights of navigation.
3. Public access should be provided as close as possible to the water's edge without causing significant ecological impacts and should be designed in accordance with the Americans with Disabilities Act.
4. Opportunities for public access should be identified on publicly owned shorelines. Public access afforded by shoreline street ends, public utilities and rights-of-way should be preserved, maintained and enhanced.
5. Public access should be designed to provide for public safety and comfort and to minimize potential impacts to private property and individual privacy. There should be a physical separation or other means of clearly delineating public and private space in order to avoid unnecessary user conflict.
6. Views from public shoreline upland areas should be enhanced and preserved. Enhancement of views should not be construed to mean excessive removal of existing native vegetation that partially impairs views.

7. Public access and interpretive displays should be provided as part of publicly funded restoration projects where significant ecological impacts can be avoided.
  8. City parks, trails and public access facilities adjacent to shorelines should be maintained and enhanced in accordance with City and County plans.
  9. Commercial and industrial waterfront development should be encouraged to provide a means for visual and pedestrian access to the shoreline area, wherever feasible.
  10. The acquisition of suitable upland shoreline properties to provide access to publicly owned shorelands should be encouraged.
  11. The City should acquire and develop waterfront property in the recently annexed portion of Lake Stevens to provide additional public access to the shoreline.
  12. The City should work with the School District to ensure that Catherine Creek Park will continue to provide public access to Catherine Creek for future generations.
5. The Adopted 2011 Shoreline Master Program, Chapter 4, Section B, Table 4 notes is hereby amended based on recently Council adopted amendments to Title 10 LSMC related to private buoys:

***Shoreline Modification Matrix Notes:***

1. *Fill in the floodplain must meet all federal, state, and local flood hazard reduction regulations.*
  2. *Fill in aquatic areas for the purposes of shoreline ecological restoration may be allowed as a permitted use if the Shoreline Administrator determines that there will be an increase in desired ecological functions.*
  3. *New non-public piers and docks are prohibited on Little Pilchuck Creek and Catherine Creek.*
  4. *A shoreline modification may be allowed in the Aquatic Environment if the chart indicates that it is allowed in both the Aquatic Environment and the adjacent upland environment.*
  5. *New shoreline stabilization structures are not allowed in the Aquatic Designation. Replacement walls or bulkheads shall not encroach waterward of the OHWM or existing structure unless the residence was occupied prior to January 1, 1992, and there are overriding safety or environmental concerns. In such cases, the replacement structure shall abut the existing shoreline stabilization structure (WAC 173-26-231(3)(a)(iii)(C)). All other shoreline stabilization structures in the Aquatic Designation require a conditional use permit.*
  6. *A maximum of two private mooring piles or buoys per dock in lieu of fingers or ells are allowed only within the envelope of the dock and no farther waterward than the end of the dock pursuant to LSMC 10.16.070. Also a maximum of two private piles or buoys are allowed in lieu of dock if it includes markings for navigational safety where it shall be colored white and shall have a horizontal blue band around the circumference of the buoy centered midway between the top of the buoy and the water line (WAC 352-66-100 and LSMC 10.16.070(d)). “Envelope of the dock” is defined as the area measured 30 feet from shore and only as far from the side of the dock as required for the size of the boat to be moored at the dock. Mooring buoys or piles do require review by the Washington Department of Fish and Wildlife to determination if an HPA is required.*
6. The Adopted 2011 Shoreline Master Program is hereby amended by the Ecology required change #2 as set forth in Attachment B of Ecology’s Conditional Approval Letter and to read as follows for Chapter 4, Provision C.3.c.20:

20. Alternative Design. The City shall approve new, replaced or additions to docks different from the standards below subject to Washington Department of Fish and Wildlife approval of an alternate project design ((of a width up to 6 feet for new docks or up to existing width on legally existing docks in the first 30 feet,)) limited to the following features: size of pilings, replacement area, and/or different decking requirements subject to a Hydraulic Permit Approval. With submittal of a building permit, the applicant shall provide documentation that the Washington Department of Fish and Wildlife has approved the alternative proposal design.

7. The Adopted 2011 Shoreline Master Program is hereby amended by increasing the maximum allowable dock length to get to 5.5 foot depth and to read as follows for Chapter 4, Provision C.3.c.24.c:

c. Length.

i. The maximum waterward intrusion of any portion of the dock shall not extend beyond the average of the two most adjacent legally existing docks within 300 feet on either side of the proposed dock. If the most adjacent legally existing docks are 50 feet long or less, then any legally existing docks within 300 feet on either side of the proposed dock may be used to determine the average length for the proposed dock with documentation showing all dock lengths within 300 feet and identification of the two docks, one on each side of the proposed dock, being used to determine the average length. If no legal docks exist within 300 feet, the maximum length of the dock is the minimum necessary to reach a 5 ½ -foot water depth below the low water mark.

Exception: If the above dock limits do not allow the dock to reach an adequate depth to moor a boat, the Shoreline Administrator may approve a longer dock up to the minimum necessary to reach 5½ feet of depth, as measured from the low water mark. However, in no case shall a dock extend more than ((150))200 feet from the shoreline, measured perpendicularly to the shoreline.

8. The Adopted 2011 Shoreline Master Program is hereby amended by the Ecology required change #3 as set forth in Attachment B of Ecology's Conditional Approval Letter and to read as follows for Chapter 4, Provision C.3.c.25:

**Replacement of Existing Private Pier or Dock**

25. Proposals involving replacement of the entire private pier or dock, or 50 percent or more of the pier-support piles can be replaced up to 100% of the ((size-))area (square footage ((and dimension))) of the existing pier or dock and shall comply with the following standards:

a. Decking: All replacement piers must include decking with a minimum of 40 percent open space as described in subsection c.24.a. above.

b. Replacement piles must be sized as described above under subsection 24.b, and must achieve the minimum 12-foot spacing to the extent allowed by site-specific engineering or design considerations.

c. Width shall comply with "New Private, Non-Commercial Piers" standards (see Chapter 4 Section C.3.c.24.d).

9. The Adopted 2011 Shoreline Master Program is hereby amended by the Ecology required change #4 as set forth in Attachment B of Ecology's Conditional Approval Letter and to read as follows for Chapter 4, Provision C.3.c.27:

27. When proposed additions to a private residential pier result in a pier that exceeds the maximum total length or width allowances for new docks as described in c.24 above, the addition may be proposed under a Variance application and subject to the following provisions:
- The applicant must remove any in-water structures rendered obsolete by the addition;
  - The additional length of walkway or ell must be no wider than 4 feet within the first 30 feet from shore and up to 6 feet for walkway or ell sections located more than 30 feet from shore;
  - The decking of all new pier elements include decking with a minimum of 40 percent open space as described in subsection c.24.a. above; and
  - Any proposed new piles must comply with standards under subsection c.24.b. above.

10. The Adopted 2011 Shoreline Master Program is hereby amended by adding clarification for Boating Facilities related to non-walled structures for consistency with Council's intent when adopting the SMP on November 28, 2011 and to read as follows for Chapter 5, Provision C.3.c.12:

Design/Renovation/Expansion

7. Boating facilities shall be designed to avoid or minimize significant ecological impacts. The Shoreline Administrator shall apply the mitigation sequence defined in Chapter 3 Section B.4 in the review of boating facility proposals. On degraded shorelines, the Shoreline Administrator may require ecological restoration measures to account for new environmental impacts and risks to the ecology to ensure no net loss of ecological function.

The Shoreline Administrator will consult the provisions of this SMP and determine the applicability and extent of ecological restoration required. The extent of ecological restoration shall be proportionate to the impact of the new or expanded proposed boating facility.

8. Boating facility design shall:

- Provide thorough flushing of all enclosed water areas and shall not restrict the movement of aquatic life requiring shallow water habitat.
- Minimize interference with geohydraulic processes and disruption of existing shoreline ecological functions.

9. Dry moorage shall require a conditional use permit.

10. The perimeter of parking, dry moorage, and other storage areas shall be landscaped to provide a visual and noise buffer between adjoining dissimilar uses or scenic areas. See Chapter 14.76 LSMC for specific landscape requirements.

11. Moorage of floating homes is prohibited.

12. New covered moorage is prohibited except non-walled structures pursuant to Chapter 4 Section C.3.c.34.

11. The Adopted 2011 Shoreline Master Program is hereby amended by the Ecology required change #5 as set forth in Attachment B of Ecology's Conditional Approval Letter and to read as follows for Chapter 5, Provision C.8.a.8.a:

**8. Residential Development**

- Applicability

Residential development means one or more buildings(,) or structures(, lots, parcels or portions thereof) which are designed for and used or intended to be used to provide a place of abode, including single-family residences, duplexes(, other detached dwellings, floating homes), multi-family residences, mobile home parks, residential subdivisions, residential short subdivisions, and planned residential development, together with normal appurtenances common to a single-family residence pursuant to WAC 173-27-040 (2) (g). (~~accessory uses and structures normally applicable to residential uses, including, but not limited to, garages, sheds, tennis courts, swimming pools, parking areas, fences, cabanas, saunas, and guest cottages.~~) Residential development does not include hotels, motels, or any other type of overnight or transient housing or camping facilities.

12. The Adopted 2011 Shoreline Master Program is hereby amended based on Ecology's required change #6 with alternative language to read as follows for Chapter 5, Provision C.8.c.3.a.:

3. New residential development, including new structures, new pavement, and additions, within shoreline jurisdiction on lakes shall adhere to the following standards:

a. Setbacks:

- i. New buildings: Set back all covered or enclosed structures with a ~~standard~~ minimum setback, ~~which is a lake setback of 60 feet from the OHWM (consisting of 50 feet from the OHWM plus an additional 10 foot building setback). Where the Shoreline Administrator finds that an existing site does not provide sufficient area to locate the residence entirely landward of this setback, the Shoreline Administrator may allow the residence to be located closer to the OHWM, provided all other provisions of this SMP are met and impacts are mitigated.~~
- ii. Existing buildings: The setback is at the face of the existing single-family residence if less than the standard setback. The footprint of the existing structure may be expanded up to 600 square feet within the area between the standard setback and the face of the structure, pursuant to mitigation sequencing in Chapter 3 Section B.4.c.4, and including mitigation proportional (1:1) to the setback area impacted through planting of vegetation or low impact development techniques on the shore and up to 20 feet landward and in conformance with all other regulations including side setbacks and impervious surface requirements. Additional expansion may occur landward of the standard setback in conformance with all other regulations.
- iii. Building overhangs are allowed to extend no more than 18 inches into the building setback.
- iv. Patios and decks: Uncovered patios made with porous materials or above grade decks may extend a maximum of 10 feet into the building setback, up to within 50 feet of the OHWM. See Section d below for exception to this requirement.

13. The Adopted 2011 Shoreline Master Program, Chapter 5, Provision C.8.c.3.b, is hereby amended to modify the reference for designing and constructing pervious concrete and asphalt:

- b. Maximum amount of impervious surface: The maximum amount of impervious surface for each lot, including structures and pavement shall be no greater than 40 percent of the total lot area above OHWM.

In calculating impervious surface, pavers on a sand bed may be counted as 50 percent impervious and wood decks with gaps between deck boards may be counted as permeable if over bare soil or loose gravel (such as pea gravel). Pervious concrete and asphalt (~~may be counted as per manufacturer's specifications~~) should be designed and constructed to 2005

Stormwater Manual, as amended, and Puget Sound Partnership Low Impact Development Manual, as amended. To calculate the net impervious surface, multiply the area of the pavement by the percentage of imperviousness.

14. The Adopted 2011 Shoreline Master Program is hereby amended by the Ecology required change #7 as set forth in Attachment B of Ecology's Conditional Approval Letter and to read as follows for Chapter 5, Provision C.8.c.3.d:

d. If there is no bulkhead, or if a bulkhead is removed, a small waterfront deck or patio can be placed ~~((along-))~~within the shoreline setback provided the property owner agrees to not construct a bulkhead or install any hard shoreline stabilization to protect the deck in the future, and:

15. The Adopted 2011 Shoreline Master Program is hereby amended by the Ecology required change #8 as set forth in Attachment B of Ecology's Conditional Approval Letter and to read as follows for Chapter 5, Provision C.8.c.3.e:

e. All property owners who obtain approval for a waterfront deck or patio in exchange for removing a bulkhead and retaining or planting native vegetation must prepare, and agree to not construct a bulkhead or install hard shoreline stabilization to protect the deck in the future, and adhere to, a shoreline vegetation management plan prepared by a qualified professional and approved by the Shoreline Administrator that:

16. The Adopted 2011 Shoreline Master Program is hereby amended based on the Cumulative Impact Analysis Addendum and related to Ecology's required change #9 related to retention of shoreline vegetation by removing Provision C.8.c.4 of Chapter 5 because other code provisions are more protective.

17. The Adopted 2011 Shoreline Master Program is hereby amended by the Ecology required change #10 as set forth in Attachment B of Ecology's Conditional Approval Letter to read as follows for Chapter 5, Provision C.8.c.7:

7. The creation of new residential lots within shoreline jurisdiction on lakes shall be prohibited unless the applicant demonstrates that all of the provisions of this SMP, including setback and size restrictions, can be met on the proposed lot. Specifically, it must be demonstrated that:

- a. The residence can be built in conformance with all applicable setbacks and development standards in this 2011 SMP.
- b. Adequate water, sewer, road access, and utilities can be provided.
- c. The intensity of development is consistent with the City's Comprehensive Plan.
- d. The development will not cause flood or geological hazard to itself or other properties.
- e. Land-division creating four or more new parcels shall provide Public Access (see Chapter 2 Section 4.c.5. and Chapter 3 Section B.7.).

18. The Adopted 2011 Shoreline Master Program is hereby amended based on Ecology's suggested change #A as set forth in Attachment C of Ecology's Conditional Approval Letter and to read as follows for Chapter 5, Provision C.8.c.13.b:

b. Detached ~~((G))~~garages and vehicle (motorized and recreational) parking areas ~~((and pavements for motorized vehicles (drives and parking areas)))~~ shall be set back at least 200

feet from the OHWM. If the Shoreline Administrator determines that the property is not sufficiently deep (measured perpendicularly from the shoreline) to allow construction of garages or parking areas outside of shoreline jurisdiction then (s)he may allow such elements to be built closer to the water, provided that the garage or parking area is set back from the water as far as physically possible.

**Section 4.** The City Planning Director or designee shall make final revisions to the documents as adopted at the April 22, 2013 public hearing and any necessary format, numbering, or reference changes necessary to finalize adopted documents.

**Section 5.** The City Planning Director or designee shall forward the adopted 2011 Shoreline Master Program amendments and the Addendum to the Cumulative Impacts Analysis with a response to the Washington State Department of Ecology Conditional Approval Letter dated January 4, 2013 by April 30, 2013 pursuant to local approval submittal requirements in WAC 173-26-110, for formal review and approval.

**Section 6. Severability.** If any section, clause, phrase, or term of this ordinance is held for any reason to be invalid or unconstitutional, such decision shall not affect the validity of the remaining portions of this ordinance, and the remaining portions shall be in full force and effect.

**Section 7. Effective Date and Publication.** A summary of this ordinance consisting of its title shall be published in the official newspaper of the City. This ordinance shall take effect and be in full force following approval of the updated Shoreline Master Program by the Washington State Department of Ecology.

PASSED by the City Council of the City of Lake Stevens this 22 day of April, 2013.

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

ATTEST/AUTHENTICATION:

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

APPROVED AS TO FORM:

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

First & Final Reading:  
Published:  
Effective Date:

## **Exhibit 1**

### **Addendum to the 2011 Cumulative Impacts Analysis Adopted by the City of Lake Stevens**

**From:** [Samuel Rodabough](#)  
**To:** [Karen E. Watkins](#)  
**Cc:** [Kevinstjohn@comcast.net](mailto:Kevinstjohn@comcast.net)  
**Subject:** RE: Additional Language from Sam  
**Date:** Monday, April 15, 2013 10:32:28 AM

---

Karen,

One clarification... I limited my comments below to the potential changes proposed by my clients at the last Council meeting. Although not mentioned in my email, my clients also remain adamant about eliminating the stringline setback in favor of the option proposed in the staff report.

Regards,

Samuel A. Rodabough  
Groen Stephens & Klinge, LLP  
10900 N.E. 8th Street, Suite 1325  
Bellevue, WA 98004  
(425) 453-6206 (phone)  
(425) 453-6224 (fax)  
[sam@gsklegal.pro](mailto:sam@gsklegal.pro)

\*\*\*\*\*

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---

**From:** [kwatkins@lakestevenswa.gov](mailto:kwatkins@lakestevenswa.gov) [mailto:[kwatkins@lakestevenswa.gov](mailto:kwatkins@lakestevenswa.gov)]  
**Sent:** Monday, April 15, 2013 10:29 AM  
**To:** Samuel Rodabough  
**Cc:** [Kevinstjohn@comcast.net](mailto:Kevinstjohn@comcast.net)  
**Subject:** RE: Additional Language from Sam

**Good Morning Sam and Kevin,**

**Staff will pass on your email to Council for Monday, April 22. Karen**



**Karen E. Watkins, Principal Planner**

**City of Lake Stevens, P.O. Box 257, Lake Stevens, WA  
425-377-3221, FAX 425-334-0835**

---

**From:** Samuel Rodabough [mailto:[sam@GSKLegal.pro](mailto:sam@GSKLegal.pro)]  
**Sent:** Thursday, April 11, 2013 5:02 PM  
**To:** Karen E. Watkins  
**Cc:** Kevin  
**Subject:** RE: Additional Language from Sam

Karen,

After discussing the second proposed amendment (i.e., to allow construction of detached buildings, such as sheds, at the setback for existing single-family residence), a decision has been made by my clients to forego such an amendment. At every stage of this process, we have endeavored to provide proposed amendments that we believe would be palatable to City Staff, the City Council, and Ecology. So far, this approach has served us all very well.

Unfortunately, the addition of more impervious surface in the area between the standard minimum setback and OHWM may raise concerns for Ecology and might require additional analysis by the City's consultant. Accordingly, my clients have decided to forego such an amendment. They remain quite adamant, however, regarding the first proposed amendment to clarify that the one-time expansion is a footprint and not an overall limit on square footage.

That being said, if there is further interest in allowing detached buildings, in my opinion, the best and most non-controversial way to resolve the concern would be to have the impervious surface attributable to the new detached building count proportionally against the one-time footprint expansion of up to 600 feet for existing residences. In short, this would not add any additional impervious surface that has not already been considered in the analysis by the City's consultant and Ecology.

Regards,

Samuel A. Rodabough  
Groen Stephens & Klinge, LLP  
10900 N.E. 8th Street, Suite 1325  
Bellevue, WA 98004  
(425) 453-6206 (phone)  
(425) 453-6224 (fax)  
[sam@gsklegal.pro](mailto:sam@gsklegal.pro)

\*\*\*\*\*

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**From:** [kwatkins@lakestevenswa.gov](mailto:kwatkins@lakestevenswa.gov) [<mailto:kwatkins@lakestevenswa.gov>]  
**Sent:** Tuesday, April 09, 2013 1:17 PM  
**To:** [kevinstjohn@comsast.net](mailto:kevinstjohn@comsast.net)  
**Cc:** Samuel Rodabough  
**Subject:** Additional Language from Sam

**Good Afternoon Kevin (and Sam),**

**I need you or Sam to send me the second proposed amendment from Sam's email to you. I have the alternate language regarding the 600 square feet footprint from Sam's email, which was provided to Council as written testimony last night. However, you were going to send me the second amendment so staff can review and address for Council on April 22. Thank you, Karen**



**Karen E. Watkins, Principal Planner**  
**City of Lake Stevens, P.O. Box 257, Lake Stevens, WA**  
**425-377-3221, FAX 425-334-0835**

ATTACHMENT 3



Google earth





LAKE STEVENS CITY COUNCIL  
**STAFF REPORT**

**Council Agenda Date:** 22 April 2013

**Subject:** Senior Center Southeast Parking Lot

**Contact** Mick Monken **Budget Impact:** \$28,000  
**Person/Department:** Public Works

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**RECOMMENDATION(S)/ACTION REQUESTED OF COUNCIL:** Authorize a budget increase to \$26,000 for the paving of the Senior Center southeast parking lot.

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**SUMMARY/BACKGROUND:** It was planned for this year to construct a temporary gravel parking lot at the southeast corner of the Senior Center site. This improvement included minor grading and water quality features. The budget is \$6,000. The long term was to pave it in the future during the implementation of the site's Master Plan. It was determined through the permitting/environmental process that the parking lot requires paving at the time of construction to be consistent with current City code.

To perform the paving, the additional cost is estimated at \$18,000 bringing the estimated cost up to \$24,000. A \$4,000 contingency is being requested to cover any unexpected events, such as an increase in oil for the asphalt, bringing the total requested budget to \$28,000. The work for the site preparation would be performed by the City staff with the paving performed by an outside contractor. The parking lot proposed to be paved is per the site's Master Plan. The City is currently working with Snohomish County to include the paving work to be performed under the 2013 pavement overlay.

If this action is authorized by the City Council, this will be brought back before the Council as a budget adjustment and would be completed this year. Funding for the paving would be provided by General Funds under Parks.

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**APPLICABLE CITY POLICIES:**

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**BUDGET IMPACT:** \$28,000 under General Fund for Parks (\$6,000 already budgeted in 2013)

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**ATTACHMENTS:**

- ▶ Exhibit A: Senior Center SE parking lot cost estimate & Master Plan Cut of parking area
- ▶ Exhibit B: Proposed Parking layout

EXHIBIT A  
 Cost Estimate & Master Plan Cut

**Senior Center SE Parking**

**Cost Estimate**

Revision: 3-Apr-13

**PAVED**

No.	Description	Quantity	Unit	Unit \$	Total
1	Gravel Top Course	105	CY	\$ 38	\$ 3,997
2	Water Quality (rocks)	25	CY	\$ 45	\$ 1,125
3	Motion Lighting	2	Each	\$ 100	\$ 200
4	Stop Blocks	21	Each	\$ 70	\$ 1,470
5	Surface Pavement 2" Thickness	105	Tons	\$ 160	\$ 16,830
					\$ 23,622

**GRAVEL ONLY**

No.	Description	Quantity	Unit	Unit \$	Total
1	Gravel Top Course	79	CY	\$ 38	\$ 2,998
2	Water Quality (rocks)	25	CY	\$ 45	\$ 1,125
3	Motion Lighting	2	Each	\$ 100	\$ 200
4	Stop Blocks	21	Each	\$ 70	\$ 1,470
					\$ 5,793

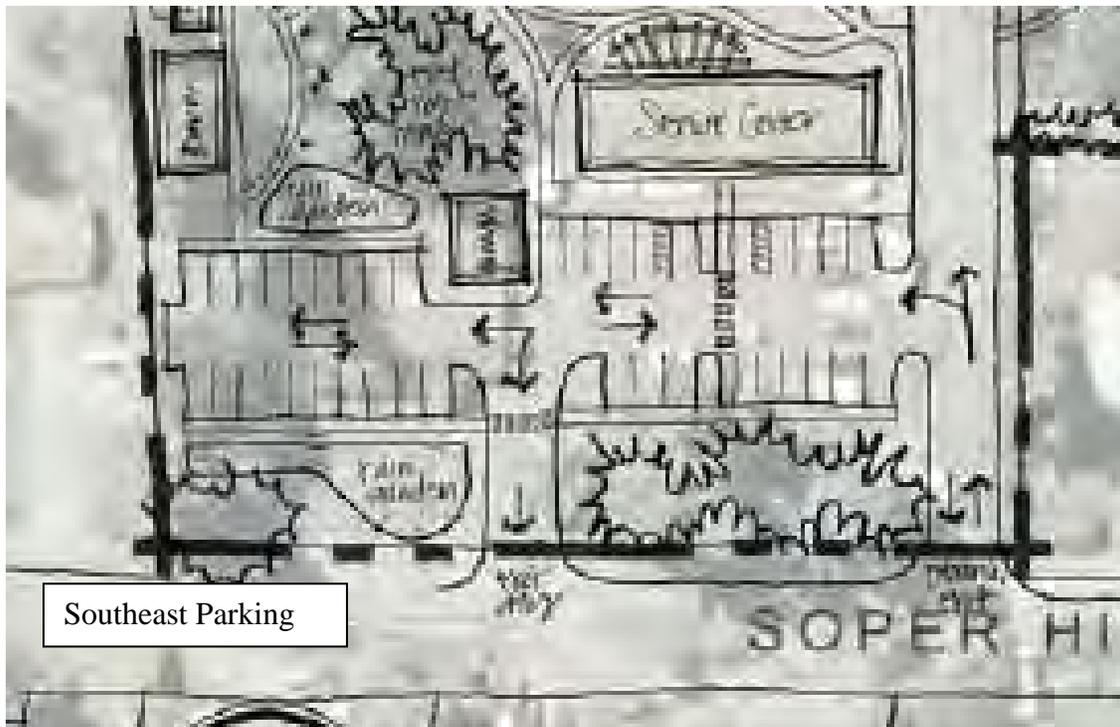


Figure 1 - Drawing from Eagle Ridge Master Plan





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LAKE STEVENS CITY COUNCIL  
**STAFF REPORT**

Council Meeting Date: April 22, 2013

Subject: Sewer District Merger

Contact Person/Department: City Administrator Jan Berg

Budget Impact: Yes

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**SUMMARY:**

In 2005 the City of Lake Stevens and the Lake Stevens Sewer District entered into the Unified Sewer Services and Annexation Agreement to transition the public sewer service from two systems to one and ultimately as a City system. The combining of systems was done in anticipation of the long term economies of scale of a single service provider that would benefit the entire community. The Unification Agreement also included the eventual transfer of the combined system to the City of Lake Stevens to become a department operating under City government.

On Monday April 15<sup>th</sup> the Lake Stevens City Council Sewer Subcommittee formally requested that the Lake Stevens Sewer District Commissioners consider accelerating a merge with the City. The basic reasons behind this action are to help stabilize rates and to ensure coordination with economic development. Preliminary financials shows there is a potential cost savings of \$750k - \$1.3 million dollars a year from the elimination of redundancies, sharing of resources, and planning to match land use. The Sewer Commissioners stated they will put the item on their April 25<sup>th</sup> meeting agenda for discussion.

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**ACTION REQUESTED OF CITY COUNCIL:**

No Action required at this time, staff is seeking direction from City Council

---

**BUDGET IMPACT:**

Preliminary financials show potential cost savings of \$750-1.3 million per year

---

**RECOMMENDATION(S):**

Direct staff to work with the Sewer District to develop merger implantation plan

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**COUNCIL PROCESS/ACTION:**

- Presentation by: Jan Berg
- Council Discussion
- Council Action

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**ATTACHMENTS:**

- Unification Agreement
-

**CITY OF LAKE STEVENS AND LAKE STEVENS SEWER DISTRICT  
UNIFIED SEWER SERVICES AND ANNEXATION AGREEMENT**

THIS AGREEMENT is made and entered into this 23<sup>rd</sup> day of May, 2005, by and between the Lake Stevens Sewer District, a special purpose district of the State of Washington, hereinafter referred to as the "District", and the City of Lake Stevens, a municipal corporation of the State of Washington, hereinafter referred to as the "City".

- A. WHEREAS, the District and City desire to enter into an agreement to determine the orderly transition of public sewer service in the Lake Stevens Urban Growth Area from two systems to one system, ultimately as the City's system; and
- B. WHEREAS, the District owns and operates a wastewater collection, conveyance and treatment system for the benefit of District customers, including the City; and
- C. WHEREAS, the City owns and operates a wastewater collection and conveyance system for the benefit of City customers; and
- D. WHEREAS, the City has statutory approval rights and responsibilities for the District's Comprehensive Sewer Plan under RCW Chapter 57; and
- E. WHEREAS, the District and City have previously entered into joint participation contracts dated April 28, 1970, April 21, 1983, July 1, 1986, and sewage disposal contracts dated September 1, 1991, and August 1, 1996, Wastewater Capital Facilities Agreement dated April 14, 2003 and Wastewater Treatment and Conveyance Services Agreement dated April 14, 2003, under the terms of which the District and the City shared in costs of building, improving and operating certain District facilities which are owned and operated by the District, and which serve the Parties; and
- F. WHEREAS, the District and City are planning for the replacement, relocation, upgrade and expansion of the District's WWTP, with possible completion by or before the year 2011, and the cost of such project is appropriately borne by both new and existing customers of the District and City Systems; and
- G. WHEREAS, the City is uniquely situated within the Lake Stevens Urban Growth Area such that less than 50 percent of the land area in the Lake Stevens Urban Growth Area is included in the City's corporate limits; and as the City annexes additional area within the Lake Stevens Urban Growth Area, the City will be assuming additional public service responsibilities from Snohomish County, including police services and roadway and stormwater systems in areas which are or can be served by the District wastewater collection and conveyance system; and

- H. WHEREAS, the District's existing finances will allow the District to fund a higher proportion of Phase I WWTP improvements in anticipation of the long term economies of scale of a single-service provider that will benefit the entire community; and the District and City wish to minimize and equitably share future capital and operating costs of sewerage service in the Lake Stevens Urban Growth Area and recognize the increased efficiencies and economy of scale of unifying service under a single provider; and
- I. WHEREAS, the City and District are each eligible, subject to other conditions, to separately apply for State Public Works Trust Fund loans and are able to use such loan proceeds in a coordinated manner for sewerage system improvements; and
- J. WHEREAS, the City and the District recognize that the City has the current authority under RCW 35.13A to assume the assets and functions of the District under certain conditions and that the District has authority under Title 57 RCW to operate sewerage facilities within the incorporated boundaries of the City;

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

### **Article 1. Authority for Agreement**

This Agreement is made and entered into pursuant to the authority vested in the District by the provisions of Chapter 57 RCW and the authority vested in the City pursuant to the provisions of Chapter 35.A RCW, and the authority vested in the City and the District pursuant to the provisions of Chapter 39.34 RCW.

### **Article 2. Definitions**

For the purpose of this Agreement, the following words, terms and phrases shall have the meanings identified in this article:

- 2.1 "Capital Agreement" shall mean the Wastewater Capital Facilities Agreement dated April 14, 2003, and any amendments thereto, executed between the District and City.
- 2.2 "City System" shall mean the Wastewater collection and conveyance facilities and appurtenances thereto (e.g. sewer mains, side sewer stubs, manholes, lift stations, force mains and metering and sampling equipment) which are owned, operated and maintained by the City, not including real property or any interest therein.

- 2.3 "Comprehensive Plan" shall mean the City and/or Snohomish County comprehensive land use plan prepared and updated pursuant to RCW 36.70A, including land use, housing, capital facilities and utilities elements.
- 2.4 "Comprehensive Sewer Plan" shall mean the District general sewer plan or comprehensive plan for sewer system prepared and updated pursuant to RCW 57.16 and WAC 173-240.
- 2.5 "District System" shall mean the Wastewater collection, conveyance, treatment and disposal facilities and appurtenances thereto (e.g. sewer mains, side sewer stubs, manholes, lift stations, force mains and metering and sampling equipment, treatment plants and outfalls) which are owned, operated and maintained by the District, including real property.
- 2.6 "Engineering Report/Facilities Plan" shall mean the District planning document prepared and updated to examine the engineering and administrative aspects of the District's WWTP, prepared pursuant to WAC 173-240 and 40 CFR 35.719-1.
- 2.7 "Franchise Agreement" shall mean that separate agreement executed between the parties providing for District operations within City limits as provided for by State statute (RCW 35A.11 and 35A.47).
- 2.8 "Franchise Fee" shall mean that fee paid by the District to the City per the terms of the Franchise Agreement.
- 2.9 "Lake Stevens Urban Growth Area" or "Urban Growth Area" shall mean that portion of Snohomish County designated as the urban growth area around Lake Stevens, under the Washington State Growth Management Act.
- 2.10 "Utility Agreement Fee" shall mean that fee paid by the District to the City as specified in this Agreement.
- 2.11 "Planning Document" shall mean any one or combination of the Comprehensive Sewer Plan, the Engineering Report/Facilities Plan, or the Sewer Capital Facilities Plan.
- 2.12 "PWTF" shall mean the Public Works Trust Fund and its loan programs, administered by the State Public Works Board.
- 2.13 "Services Agreement" shall mean the Wastewater Treatment and Conveyance Services Agreement dated April 14, 2003, and any amendments thereto, executed between the District and City.
- 2.14 "Sewer Capital Facilities Plan" shall mean the sewer planning element of the District's Comprehensive Sewer Plan

- 2.15 "Step 1" shall mean the process and requirements for provision and transition of sewer service per Article 4 herein.
- 2.16 "Step 2" shall mean the process and requirements for provision and transition of sewer service per Article 5 herein.
- 2.17 "Sewer Utility Committee" shall mean a board comprised of three District Commissioners and three City Council members. The representatives from the District and City shall be selected by the District and City elected officials, respectively.
- 2.18 "Unified Sewer System" shall mean the combination and integration of the District System and City System, as a result of the transition of sewer service in Step 1 and continuing in Step 2.
- 2.19 "Unified Sewer System Capital Projects" shall mean those projects initiated by the District in Step 1 or the City in Step 2 to improve, enhance, expand, replace or rehabilitate portions of the Unified Sewer System, without respect to the project having been identified in a Planning Document or as a result of an unanticipated or emergency condition.
- 2.20 "Wastewater Treatment Plant" or "WWTP" shall mean the Lake Stevens Sewer District's Wastewater Treatment Plant and appurtenances, as presently located adjacent to Ebey Slough and/or as planned for construction adjacent to State Route 204.

### **Article 3. Summary of Sewer Services Transition Plan**

In order to transition the provision of public sewer service within the UGA to a single service provider to minimize sewer service conditions as a hindrance to City annexations of area within the UGA, the Parties agree to a two-step process.

- 3.1. Step 1 provides for the transfer of the assets of the City System to the District after which the District shall own, operate and maintain the entire wastewater collection conveyance, treatment and discharge system in the UGA (the Unified Sewer System), until Step 2.
- 3.2. Step 2 provides for the ultimate transfer of the Unified Sewer System from the District to the City.
- 3.3. Upon the effective date of this agreement, Section 11.1 of the Capital Agreement shall be null and void.

#### Article 4. Step 1

- 4.1. Upon the effective date of Step 1 (June 1st, 2005), the City shall transfer the assets of the City System, not including real property and certain specific assets as specified herein, to the District. Such transfer shall be by bill of sale substantially in form presented in **Exhibit A**, attached and included herein by reference.
- 4.2. Upon the effective date of Step 1, and subject to the conditions of Articles 6 & 7, the District shall be solely responsible for the collection of rates and charges, planning, administration, operation, financing, maintenance, improvements, repair, replacement, upgrade and expansion of the Unified Sewer System, including funding of the City sewer obligations as described below. Such transfer shall continue until the effective date of Step 2. Upon the effective date of Step 1, the District System and City System shall be combined and integrated, and managed as one complete system (i.e. the Unified Sewer System).
- 4.3. Upon the effective date of this Agreement, the District adopts and establishes as policy with respect to City annexations in the UGA as follows, and such shall be included in all District Comprehensive Sewer Plans:
  - A. The City and District shall prepare a joint letter to applicants for District sewer service expressing support of City annexation in the UGA for local land use control and services. Such letter shall be included in materials presented to third parties interested in receiving sewer service from the District within the UGA.
  - B. Neither Party shall oppose lawful annexation proceedings commenced by the other Party at any time under this Agreement.
  - C. The District shall include a City-prepared annexation covenant substantially in the form presented in Exhibit B, included herein by reference, as a voluntary addendum to all District developer extension agreements and shall include the City-prepared annexation covenant with all District annexation application materials. Execution of the City-prepared annexation covenant shall be a voluntary element of developer extension applications and District annexation applications. The service to property that has not annexed to the City will be subject to paragraph D, below.
  - D. The District shall not provide sewer service to a property if such property is, at the time of application for sewer service, contiguous to the City limits and outside the District's corporate boundary unless City annexation covenants are duly executed for the entire subject property.
  - E. Originals of City annexation covenants received by the District shall be forwarded to the City within 15 days of receipt and the City will record such covenants at their own expense.

- 4.4. Within 6 months of the effective date of Step 1 the Parties shall enter into a Franchise Agreement, whereby the District shall obtain a franchise for operation of the Unified Sewer System within the City public rights of way and on City-owned real property, and easements granted to the City as applicable, within City-incorporated areas. The City shall designate in the Franchise Agreement the District as an agent of the City solely in regards to exercising the rights assigned to the City in easements granted to the City. The District shall pay the City the Franchise Fee stipulated therein until the effective date of Step 2. The Franchise Fee shall not exceed \$2,000 per year, unless otherwise approved by the Sewer Utility Committee.
- 4.5. The City shall retain title to all real property of the current City System and shall retain all easements granted to the City for the benefit of the public sewer system. Subject to the terms of the Franchise Agreement, the District is hereby assigned the right to use all real property owned by the City for sewer system collection and conveyance facilities until the effective date of Step 2.
- 4.6. The District shall designate the City as a future assignee on all future easements.
- 4.7. The District shall pay a Utility Agreement Fee described below as the sole source of revenue for ancillary City liabilities or costs associated with the implementation and maintenance of this Agreement. Such fee shall be paid monthly starting thirty (30) days following the effective date of Step 1, through the effective date of Step 2. The Utility Agreement Fee may be adjusted after January 1<sup>st</sup> 2007 as described in Section 7.3.
  - A. Upon the effective date of Step 1 through December 31<sup>st</sup> 2005, the Utility Agreement Fee shall be \$12,500 per month
  - B. The Utility Agreement Fee shall be \$10,835 per month beginning January 1<sup>st</sup>, 2006
  - C. The Utility Agreement Fee shall be \$9,165 per month beginning January 1<sup>st</sup>, 2007.
- 4.8. The Franchise Agreement and Utility Agreement Fees paid by the District are a business expense that shall not be separately identified on customer billings.
- 4.9. Each Party shall apply for PWTF pre-construction and construction loans for design and construction of the phase 1 WWTP replacement project including related conveyance projects and may apply for future Unified Sewer System projects, to the extent and when each is eligible. Prior to executing final PWTF loan agreements, the Parties shall execute agreements defining the responsibilities for draws and disbursement of loan funds, debt service and local match.
- 4.10. Within thirty (30) days of the effective date of Step 1, the City shall transfer all funds within the City's wastewater treatment plant replacement fund to the

District. The District shall not use said funds for any other purpose except for WWTP Phase I design or construction costs.

- 4.11. The District shall transfer to the City all funds necessary for the City sewer utility's share of the 1997 General Obligations Bonds, Series 1997, and PWTF Loan No. PW-02-691-020 debt payments thirty (30) days prior to scheduled City payments. The District may defease either of said City sewer debt obligations at any time consistent with existing City debt covenants.
- 4.12. Upon the effective date of Step 1, The City shall continue to bill and collect for all existing City sewer utility accounts until Jan 1<sup>st</sup> 2006. The City will transfer all revenues associated with sewer utility billing to the District on a daily basis. The City shall transfer all accounts to the District's billing system in whole, including delinquencies in January of 2006.
- 4.13. The District agrees to pay \$275,000 towards the City's purchase of a jetter/vactor truck.
- 4.14. The City may initiate construction of facilities or further extend local collection lines(s) utilizing the District developer extension agreement process. The financial obligation associated with the said developer extension improvement(s) shall remain the sole obligation of the City, unless mutually agreed to and recommended by the Sewer Utility Committee. Accordingly, the City may initiate construction of sewer collection and conveyance system improvements and expansion projects in the industrial-zoned land in the City limits by creation of utility local improvement district or local improvement districts in combination with City developer extension agreements with the District. The City shall notify the Sewer Utility Committee of its intent to utilize this process for construction of sewer facilities.
- 4.15. Upon District annexation, the District shall implement sewer collection and conveyance system improvements and expansion projects in the industrial-zoned land in the City limits by creation of utility local improvement districts. The District shall notify the Sewer Utility Committee of its intent to utilize this process for construction of sewer facilities.
- 4.16. Neither Party shall surcharge rates or charges for customers outside their respective corporate boundary.
- 4.17. The District will invite the City to attend and participate in quality assurance/quality control workshops for major Unified Sewer System projects.
- 4.18. Both Parties shall negotiate all new contracts and loan agreements or other debt obligation instruments so that the obligations of either Party may be assumed by the other Party upon the effective date of Step 1 and/or Step 2, without penalty or cost due to such transfers.

- 4.19. The District shall prepare and implement an Industrial Wastewater Pretreatment program.
- 4.20. Upon the effective date of Step 1, both Parties shall cooperatively develop a set of written protocols and standards for the purpose of information sharing, project review, equipment sharing, standardization of sewer specifications both public and private, development review processes, easement conditions, and other process needs identified through the Sewer Utility Committee.
- 4.21. The City public works department decant facility will be allowed for discharge under a separate license agreement with District.
- 4.22. The Capital and Services Agreements shall remain in effect until of the effective date of Step 1 when said Agreements shall become null and void by this Agreement. The stranded cost and purchased capacity provisions of the Capital and Services Agreements are agreed to be null and void.

#### **Article 5. Step 2**

- 5.1. The Unified Sewer System shall, subject to the conditions in Article 5, be transferred in its entirety from the District to the City, no sooner than twenty years from the date of District acceptance of the Phase I WWTP improvements construction project subject to the City satisfying then-current statutes regulating assumption of special purpose districts by code cities. Such timing may be extended or accelerated at the mutual agreement of the City and District.
- 5.2. If, after twenty years from the date of District acceptance of the Phase 1 WWTP improvements construction project, the City does not satisfy the then-current statute conditions for City assumption of the entire District, the Parties agree to the following process. The District shall call for a vote of eligible voters on the question of City assumption of the District and Unified Sewer System in its entirety, after 20 years and within 180 days thereafter following District acceptance of the Phase I WWTP improvements construction project. Approval by the voters shall require the District and City to plan for and implement the assumption of the District by the City and transfer of the Unified Sewer System to the City within one year of the date of certification of results of such vote of approval. Upon a vote of non-approval, the District shall, at the City's request but no more often than 24 months following the date of the prior election on this question, again submit to the voters in the UGA the question of City assumption of the District and Unified Sewer System in its entirety.
- 5.3. Upon the effective date of Step 2 as determined by satisfying the conditions of Paragraph 5.1 or 5.2 above, the District shall transfer all assets, debt, real and personal property, easements, agreements, etc. of the District and Unified Sewer

System to the City without compensation, unless compensation is required by law. In the event the District has acquired, developed or is otherwise providing drainage and/or street lighting services, such systems including all assets, debt, real and personal property, easements, agreements, etc. shall be transferred to the City without compensation.

- 5.4 The Parties agree that the Unified Sewer System shall not be separated or subdivided at any time during or following the effective date of Step 1. If after 20 years from the date of District acceptance of the Phase 1 WWTP Improvements construction project, the conditions of 5.1 or 5.2 have not been satisfied, the City agrees to not assume portions of the Unified Sewer System with or following City annexations that do not result in satisfying the conditions of 5.1 above.
- 5.5 The District shall discontinue operation as a sewer, drainage and/or street lighting service provider upon the effective date of Step 2, and shall dissolve within 12 months following the effective date of Step 2.

#### **Article 6. Comprehensive Planning**

- 6.1. Upon the effective date of Step 1, the District will initiate an amendment to their existing Comprehensive Plan to include this executed agreement as policy and an appendix to the Comprehensive Plan. The Comprehensive Sewer Plan shall include policies and goals indicating support for the benefits of annexation by the City within the UGA including the provisions referenced in Section 4.3.
- 6.2. After completion of Comprehensive Sewer Plan amendment (Section 6.1) and consistent with the review process outlined in this agreement, the District will prepare a new Comprehensive Sewer Plan to include a single Sewer Capital Facilities Plan for the Unified Sewer System. The new Comprehensive Sewer Plan and Sewer Capital Facilities Plan element shall be adopted by the District, and following City approval shall be adopted by the City as satisfying the sewer element of the City Comprehensive Plan.
- 6.3. Until Step 2, the process described in Section 6.2 shall be utilized in all future City and District sewer planning updates and amendments.
- 6.4. Following adoption and City approval of the Comprehensive Sewer Plan, the District shall not defer or remove projects in the capital improvement plan with an estimated project cost of \$500,000 or more and within City limits without a City-approved Comprehensive Sewer Plan amendment.
- 6.5. The Parties shall minimize infrastructure costs by coordinating the schedule for sewer system Capital Projects in conjunction with City and County transportation improvement projects when feasible.

### **Article 7. Sewer Utility Committee and Other Requirements**

- 7.1. The current District and City Sewer Utility Committee will provide recommendations and oversight for planning, coordination, and management of the Unified Sewer System and may adopt rules of order, structure and operation of this overseeing committee except as specified herein.
- 7.2. The Sewer Utility Committee shall meet at least once a quarter but may meet more frequently consistent with Section 7.1.
- 7.3. A quorum consisting of a minimum of two (2) members from both the City and the District is required to conduct business and make recommendations.
- 7.4. The Sewer Utility Committee may, with a majority vote and a quorum of all six committee members, change the amount of the Utility Agreement Fee, Franchise fee and any other administrative requirements and structures regarding the Fees, consistent with Article 4.
- 7.5. The District hereby adopts and shall take subsequent action ratifying actions taken under Section 7.3.
- 7.6. The Sewer Utility Committee shall review any proposed change in rates or charges prior to implementation by the District.
- 7.7. The Sewer Utility Committee shall prepare and implement transition of employees of the District to the City as part of Step 2, subject to the requirements of RCW 35.13A.090 and/or other statutes.
- 7.8. The Sewer Utility Committee shall plan for the transfer of service prior to the effective date of Steps 1 and 2 to provide for continuity and orderly transition of service.
- 7.9. The Sewer Utility Committee shall review all Planning Documents and may provide recommendations, prior to the approval of said documents.

### **Article 8. Insurance**

- 8.1. The District shall obtain and maintain in full force and effect throughout the term of this Agreement insurance with a self-insured risk pool as authorized under Washington law or with an insurance company licensed to do business in the State of Washington and acceptable by the City. Such insurance shall cover loss or damage to the Unified Sewer System, including loss or damage caused by the

operation of the sewerage facilities. Upon request, the District shall provide the City with certificates of the insurance required therein. The City reserves the right to review these insurance requirements during the effective period of the Agreement and to request reasonable adjustments in insurance coverage and limits when deemed necessary and prudent by the City based upon the recommendation of its insurance carrier or changes in status, court decisions, or the claims history of the industry or the District. The insurance required by this section shall provide for the indemnification for the City for claims arising out of the use of City real property and easements in accordance with Section 12, herein.

Subject to the District's right to maintain reasonable deductibles, the District shall obtain and maintain in full force and effect for the duration of this Agreement, at the District's sole expense, insurance coverage in the following type and minimum amounts:

1. Comprehensive general liability insurance with limits not less than:
  - (a) Ten million dollars (\$10,000,000.00) for bodily injury or death to each person;
  - (b) Ten million dollars (\$10,000,000.00) for property damage resulting from any one (1) accident;
  - (c) Ten million dollars (\$10,000,000.00) for all other types of liability.
2. Automobile liability for owned, non-owned and hired vehicles with a limit of ten million dollars (\$10,000,000.00) for each person and ten million (\$10,000,000.00) for each accident.

The liability insurance policies required by this section shall be maintained by the District throughout the term of this agreement.

### **Article 9. Bonds and Other Obligations**

- 9.1. The City and the District each retain their rights to issue bonds and other obligations in accordance with applicable law, but neither Party shall act in such a manner as to impair the rights of the holders or owners of bonds issued by the other Party.
- 9.2. Upon reasonable notice, the District shall make its financial records available for review and inspection by the City.

### **Article 10. Dispute Resolution**

- 10.1. A dispute regarding the implementation of this Agreement shall be addressed as described herein. A written notice shall be provided stating the nature and basis for the dispute and the specific remedy requested.

- 10.2. Following receipt of notice of dispute, the Parties shall meet at least twice in the sixty-day period following issuance of written notice of dispute, to resolve claims or disputes regarding the terms of this Agreement. The review period may be extended as mutually agreed in writing. If the dispute is not resolved at end of review period, the parties shall proceed to mediation.
- 10.3. Mediation shall be conducted using a professional mediator or mediation service mutually agreeable to the parties. Each party shall be responsible for its own costs and for one-half of the mediator's fees.
- 10.4. The parties shall retain the ability to seek enforcement of the dispute resolution process through injunctive relief and specific performance in the Snohomish County Superior Court.

#### **Article 11. Assignment, Amendment and Term**

- 11.1 This contract shall not be assigned by either Party without the written consent of the other.
- 11.2 Any amendments to this Agreement must be in writing with mutual Agreement of the Parties.
- 11.3 The term of this Agreement is through the full performance of the terms of Article 5.

#### **Article 12. Hold Harmless**

- 12.1. The City shall protect, hold harmless and indemnify at its own expense the District, its elected and appointed officials, employees, and agents, from any loss or claim for damages of any nature whatsoever arising out of the City's performance of this Agreement. The District shall protect, hold harmless and indemnify, at its own expense, the City, its elected officials, employees, and agents, from any loss or claim for damages of any nature whatsoever arising out of the District's performance of this Agreement.

#### **Article 13. Notice**

- 13.1 Unless written notice is otherwise given, any notice shall be directed to the District by addressing the same as follows:

Secretary, Board of Commissioners  
Lake Stevens Sewer District

1106 Vernon Road, Suite A  
Lake Stevens, WA 98258

- 14.2 Unless written notice is otherwise given, any notice shall be directed to the City by addressing the same as follows:

Mayor  
City of Lake Stevens  
Post Office Box 257  
1812 Main Street  
Lake Stevens, Washington 98258

#### **Article 14. Other Agreement Provisions**

- 14.1 This Agreement shall be construed and interpreted in accordance with the laws of the State of Washington.
- 14.2 The recitals are a material part of this Agreement.
- 14.3 Should any terms in this Agreement be deemed invalid or unenforceable or contrary to any bond covenants of the City or the District, the remaining terms shall be unaffected. No term or provision herein shall be deemed waived and no breach excused unless such waiver shall be in writing and signed by the party claimed to have committed the waiver.
- 14.4 This Agreement, including the documents and exhibits referenced herein, constitutes the entire agreement between the Parties.

IN WITNESS WHEREOF, the Parties have executed this Agreement in duplicate as of the day first indicated above.

CITY OF LAKE STEVENS

LAKE STEVENS SEWER DISTRICT:

By: [Signature]  
Mayor

By: [Signature]  
President and Commissioner

By: [Signature]  
Secretary and Commissioner

By: [Signature]  
Commissioner

ATTEST:

[Signature]  
City Clerk

Approved as to Form

By: [Signature]  
City Attorney

By: [Signature]  
District Attorney

Date approved by City Council May 23, 2005.



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LAKE STEVENS CITY COUNCIL  
**STAFF REPORT**

**Council Agenda Date:** April 22, 2013

**Subject:** Title 17 Enforcement Code - Code Amendments Briefing Ordinance No. 891(LUA2013-0040)

**Contact Person/Department:** Rebecca Ableman/Karen Watkins      **Budget Impact:** None

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**RECOMMENDATION(S)/ACTION REQUESTED OF COUNCIL:** This is a briefing only to introduce Council to the proposed code amendments. Public hearing is proposed for May 13, 2013.

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**SUMMARY:** The City Attorney, WCIA Attorney and Staff have been discussing amendments to the Code Enforcement regulations (Title 17) since last year. The Code Enforcement regulations have not been updated since 1999 and a code amendment is necessary.

**BACKGROUND:** The current Code Enforcement regulations are written with no administrative process to follow first under a code violation. The current regulations require municipal court rather than a hearing examiner decision as a first step. Municipal courts do not usually hear land use issues, so the current code is awkward to implement. Hearing Examiner review is the typical process for civil violations with appeal to Superior Court. Snohomish County and the cities of Marysville and Snohomish all use the Hearing Examiner process with appeal to Superior Court.

The attached draft ordinance repeals Chapter 17.20 Civil Enforcement and Penalties and adopts a new Chapter 17.20 with an administrative process first and an appeal to Snohomish County Superior Court. This is also consistent with the process for most appeals of Title 14 and the current land use regulations.

**DISCUSSION:** Ordinance No. 891 (*Attachment 1*) is currently in draft form as staff and the City Attorney work together on final amendments. Staff will brief the Council on the proposed code amendment and answer questions at the briefing.

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**APPLICABLE CITY POLICIES:** Title 17 is related to code enforcement.

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**BUDGET IMPACT:** The proposed code amendments will require less attorney resources by allowing for an administrative appeal process before a Hearing Examiner before an appeal to Superior Court.

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**ATTACHMENT:**

1 – Draft Ordinance No. 891

**DRAFT ORDINANCE FOR COUNCIL BRIEFING ONLY**

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

**ORDINANCE NO. 891**

**AN ORDINANCE OF THE CITY OF LAKE STEVENS, WASHINGTON, RELATING TO CIVIL ENFORCEMENT OF VIOLATIONS OF THE LAKE STEVENS MUNICIPAL CODE; AMENDING SECTIONS 9.60.010 AND 9.60.050 OF LSMC CHAPTER 9.60 NUISANCE ACTIVITY; AMENDING SECTIONS 14.28.030 AND 14.28.040 OF LSMC 14.28 ENFORCEMENT AND REVIEW; AMENDING SECTION 17.08.050 OF LSMC CHAPTER 17.08 ADMINISTRATIVE PROCESS; REPEALING LSMC CHAPTER 17.20 CIVIL ENFORCEMENT AND PENALTIES AND REPLACING IT WITH A NEW LSMC CHAPTER 17.20 CIVIL ENFORCEMENT AND PENALTIES; AND REPEALING LSMC CHAPTER 17.24.**

**WHEREAS**, the City of Lake Stevens adopted a civil process of resolving violations of the municipal code in 1999 with Ordinance No. 604; and

**WHEREAS**, staff has implemented the adopted process for over a decade and determined the process for civil violations and penalties should be updated to create a more detailed and easier process to follow for future violations; and

**WHEREAS**, the code amendments are exempt under the Procedural Actions exemption under SEPA (WAC 197-11-800(19)) as the amendments are related solely to governmental procedures; and

**WHEREAS**, procedural actions are not required to have review and recommendation of the Planning Commission; and

**WHEREAS**, sections amending Title 14 were sent to the Washington Department of Commerce on April 15, 2013 with a request for expedited review; and

**WHEREAS**, the City Council held a duly noticed public hearing on Ordinance No. XXX relating to Civil Enforcement of Violations to the Lake Stevens Municipal Code on May 13, 2013.

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

**Section 1.** Section 9. 60.010 o f LS MC C hapter 9. 60 N uisance A ctivity i s her eby amended to read as follows:

**9.60.010 Legislative Intent.**

The quality of the neighborhoods within the city impacts the quality of life within the city.

The city strives to balance the rights of the property owner to use their property with the community's need for safety, peace and tranquility. Corrective action to fix a neighborhood problem is often based ~~((not reliant-))~~ upon a complaint from a resident. ~~((Therefore, City employees are encouraged to find violators of this chapter.))~~

**DRAFT ORDINANCE FOR COUNCIL BRIEFING ONLY**

**Section 2.** Section 9. 60.050 of LS MC Chapter 9. 60 Nuisance Activity is hereby amended to read as follows:

**9.60.050 Violations of Land Use Ordinances Constitute Public Nuisances.**

In response to the enactment of the Private Property Regulatory Fairness Act, it is declared that the intent of Title 14 of the Lake Stevens Municipal code is to prevent and abate public nuisances. Accordingly, all violations of Title 14 of the Lake Stevens Municipal Code are determined to be detrimental to the public health, safety, and welfare and are public nuisances. All conditions which are determined by a director to be in violation of Title 14 shall ~~((either)) be((a))~~ subject to enforcement pursuant to Title 14 and 17 of the Lake Stevens Municipal Code ~~((or (b) subject to enforcement pursuant to Title 17 of the Lake Stevens Municipal Code))~~; except for first time violations of nuisance activity in Sections 9.60.040 through 9.60.220, within any consecutive 365 days, which shall be subject to Chapter 9.72.

**Section 3.** Section 14. 28.030 of LS MC Chapter 14. 28 Enforcement and Review is hereby amended to read as follows:

**14.28.030 Procedures Upon Discovery of Violations.**

(a) Upon finding that any provision of this title is being violated, the Planning Director shall send a written notice of violation in accordance with LSMC 17.20.070 to the offending party, indicating the nature of the violation and ordering the action necessary to correct it.

(b) The final written notice (and the initial written notice may be the final notice) shall state what action the Planning Director intends to take if the violation is not corrected and shall advise that the Planning Director's decision or order may be contested((appealed)) in accordance with LSMC 17.20.080 and .100((14.16A.265)).

(c) When delay in enforcement would seriously threaten the effectiveness of this title or pose a danger to the public health, safety, or welfare, the Planning Director may seek enforcement without prior written notice by invoking any of the penalties or remedies authorized in Section 14.28.040.

**Section 4.** Section 14. 28.040 of LS MC Chapter 14. 28 Enforcement and Review is hereby amended to read as follows:

**14.28.040 Violation and Penalty.**

(a) Violation of any provision of this title or any permits issued pursuant to this title shall either be (1) a misdemeanor subject to a jail term of not more than one year, a fine of not more than \$1,000, or both such fine and imprisonment or (2) subject to abatement, civil fines, penalties, costs and enforcement pursuant to Title 17 of the Lake Stevens Municipal Code.

(b) Except as otherwise provided herein, ((V)) violation of the provisions of this title or any permits issued pursuant to this title shall also subject the offender to a civil penalty of \$500((50)).00 for each and every violation. If the offender fails to pay this penalty within 10 days after being cited for a violation, the penalty may be recovered by the City in a civil action in the nature of debt and in accordance with LSMC Chapter 17.20. A civil penalty may not be contested((appealed)) to the Hearing Examiner if the offender was sent a final notice of violation in accordance with Section 14.28.030 and LS MC

**DRAFT ORDINANCE FOR COUNCIL BRIEFING ONLY**

17.20.070 and did not ~~contest the notice of violation((take an appeal))~~ to the Hearing Examiner within the prescribed time as set forth in LSMC 17.20.080 and .100.

(c) Violations of Section 14.76.120 (Retention and Protection of Large Trees) or any permits or permit conditions imposed pursuant to that section shall be remedied by the forfeiture, by the violator, to the City of the value of the trees removed, plus \$3,000 per tree, plus any costs incurred in determining said value. Value shall be determined by the submission of receipts by the applicant or, in the absence of receipts, by a certified arborist or timber estimator engaged by the City for this purpose. Three new trees of six-inch trunk diameter at breast height (dbh) shall be planted to replace each tree lost as a result of said violations. The location these trees are to be planted shall be approved by the Planning Director. A maintenance bond shall be provided pursuant to Sections 14.16A.180(d) and (g)(3) to ensure survival of the replacement trees for two years from the date of planting. Sections 14.76.120(h) and (i) which prohibit development and building permits from being issued prior to actual tree replacement shall be applied to this section. Completion securities authorized by Section 14.16A.180(c) shall not be allowed in lieu of actual tree replacement.

(d) This title may also be enforced by any appropriate equitable action.

(e) Each day that any violation continues after notification by the Planning Director that such violation exists shall be considered a separate offense for purposes of the penalties and remedies specified in this section.

(f) Any one, all, or any combination of the foregoing penalties and remedies may be used to enforce this title.

**Section 5.** Section 17.08.050 of LSMC Chapter 17.08 Administrative Process is hereby amended to read as follows:

**17.08.050 Extensions.**

Extensions of the time specified in an order for correction of a violation may be granted at the discretion of the applicable department director(~~or by order of the court~~) if the cause for the extension is reasonable or necessary.

**Section 6.** Current LSMC Chapter 17.20 Civil Enforcement and Penalties is repealed in its entirety and replaced with the following new LSMC Chapter 17.20 Civil Enforcement and Penalties which shall read as follows:

**Chapter 17.20 CIVIL ENFORCEMENT AND PENALTIES**

**Sections:**

- 17.20.010 Civil Enforcement**
- 17.20.020 Violation Unlawful – Each Day is Separate Violation – Misdemeanor**
- 17.20.030 Joint and Several Responsibility and Liability**
- 17.20.040 Interference with Code Enforcement Unlawful – Misdemeanor**
- 17.20.050 Voluntary Compliance**
- 17.20.060 Suspension or Revocation of Permits**

**DRAFT ORDINANCE FOR COUNCIL BRIEFING ONLY**

- 17.20.070 Notice of Civil Violation**
- 17.20.080 Response to Notice of Violation**
- 17.20.090 Failure to Respond**
- 17.20.100 Scheduling of Hearing to Contest or Mitigate – Correction Prior to Hearing**
- 17.20.110 Contested Hearing – Procedure**
- 17.20.120 Contested Hearing – Decision of the Hearing Examiner**
- 17.20.130 Mitigation Hearing – Procedure**
- 17.20.140 Mitigation Hearing – Decision of the Hearing Examiner**
- 17.20.150 Failure to Appear – Default Order**
- 17.20.160 Monetary Penalty**
- 17.20.170 Appeal**
- 17.20.180 Repeat Violation or Failure to Abate – Misdemeanor**
- 17.20.190 Abatement**
- 17.20.200 Collection of Penalties and Costs**
- 17.20.210 Additional Enforcement Procedures**
- 17.20.220 Conflicting Code Provisions**
- 17.20.230 Duty Not Creating Liability**

**17.20.010 Civil Enforcement.**

As a means of correcting a violation of the Lake Stevens Municipal Code, civil enforcement actions may be taken by the City of Lake Stevens. The primary goal of enforcement is to achieve compliance with the regulations in Title 14 Lake Stevens Municipal Code.

**17.20.020 Violation Unlawful – Each Day is Separate Violation – Misdemeanor.**

The violation of any provision of the Lake Stevens Municipal Code shall be unlawful. Each day or portion thereof in which the violation continues constitutes a separate offense for which separate notices of violation may be issued. In addition, any violation of this chapter shall constitute a misdemeanor and the city attorney, or the city attorney's designee, shall, at his or her discretion, have authority to file a violation as either a civil violation pursuant to this chapter or as a criminal misdemeanor punishable by imprisonment in jail for a maximum term fixed by the court of not more than ninety (90) days or by a fine in an amount fixed by the court of not more than one thousand dollars (\$1,000) or by both such imprisonment and fine. All criminal misdemeanor charges filed under this chapter shall be filed with the appropriate court of jurisdiction. When the city files criminal misdemeanor charges pursuant to this chapter, the City shall have the burden of proving, beyond a reasonable doubt, that the violation occurred.

**17.20.030 Joint and Several Responsibility and Liability.**

Responsibility for violations of the codes enforced under this chapter is joint and several, and the City is not prohibited from taking action against a party where other persons may also be potentially responsible for a violation, nor is the City required to take action against all persons potentially responsible for a violation.

**DRAFT ORDINANCE FOR COUNCIL BRIEFING ONLY**

**17.20.040 Interference with Code Enforcement Unlawful – Misdemeanor.**

Any person who intentionally obstructs, impedes, or interferes with any lawful attempt to serve notice of a violation, stop work or stop use or order, or an emergency order, or intentionally obstructs, impedes, or interferes with lawful attempts to correct a violation shall be guilty of a misdemeanor punishable by imprisonment in jail for a maximum term fixed by the court of not more than ninety (90) days or by a fine in an amount fixed by the court of not more than one thousand dollars (\$1,000), or by both such imprisonment and fine.

**17.20.050 Voluntary Compliance.**

(a) **Applicability.** This section applies whenever the applicable department director determines that a violation of the Lake Stevens Municipal Code has occurred or is occurring.

(b) **General.** The applicable department director shall attempt to secure voluntary compliance by contacting the responsible person for the violation and, where possible, explaining the violation and requesting correction.

(c) **Issuance of Voluntary Correction Agreement.** When the applicable department director determines that a violation has occurred or is occurring, the department director or directors may issue and enter into a voluntary correction agreement.

(1) **Content.** The voluntary correction agreement is a contract between the City and the responsible person for the violation under which such person agrees to abate the violation within a specified time and according to specified conditions. The voluntary correction agreement shall include the following:

- (i) The name and address of the person responsible for the violation; and
- (ii) The street address or other description sufficient for identification of the building, structure, premises, or land upon or within which the violation has occurred or is occurring; and
- (iii) A description of the violation and a reference to the regulation which has been violated; and
- (iv) The necessary corrective action to be taken, and a date or time by which correction must be completed; and
- (v) An agreement by the person responsible for the violation that the City may inspect the premises as may be necessary to determine compliance with the voluntary correction agreement; and
- (vi) An agreement by the person responsible for the violation that the City may abate the violation and recover its costs and expenses (including attorney fees, expert witness fees, and court costs) and/or a monetary penalty pursuant to this chapter from the person responsible for the violation if the terms of the voluntary correction agreement are not satisfied; and
- (vii) An agreement that by entering into the voluntary correction agreement,

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the person responsible for the violation waives the right to a hearing before the hearing examiner or court, under this chapter or otherwise, regarding the matter of the violation and/or the required corrective action.

(2) Right to a Hearing Waived. Upon entering into a voluntary correction agreement, the person responsible for the violation shall have no right to a hearing before the hearing examiner, under this chapter or otherwise, regarding the matter of the violation and/or the required corrective action.

(3) Extension and Modification. An extension of the time limit for correction or a modification of the required corrective action may be granted by the applicable department director if the person responsible for the violation has shown due diligence and/or substantial progress in correcting the violation, but unforeseen circumstances delay correction under the original conditions.

(4) Abatement by the City. The City may abate the violation pursuant to all legal means if the terms of the voluntary correction agreement are not met.

(5) Collection of Costs. If the terms of the voluntary correction agreement are not met the responsible person for the violation shall be assessed a monetary penalty commencing on the date set for correction plus all costs and expenses of abatement.

**17.20.060 Suspension or Revocation of Permits.**

If the holder of any permit issued by the City of Lake Stevens allows or creates a violation of any Lake Stevens Municipal Code, said permit may be immediately suspended by the applicable department director until the violation is corrected. Permits may be permanently revoked or suspended for subsequent or on-going violations, or failure to correct violations.

**17.20.070 Notice of Civil Violation.**

(a) Issuance.

(1) When the applicable department director determines that a violation has occurred or is occurring, and it is unable to secure voluntary correction, the applicable department director may issue a notice of civil violation to the person responsible for the violation.

(2) The applicable department director may issue a notice of civil violation without having attempted to secure voluntary correction under the following circumstances:

(i) When an emergency exists; or

(ii) When the violation substantially impacts the public health or safety; or

(iii) When a repeated violation occurs; or

(iv) When the violation creates a situation or condition which cannot be corrected; or

(v) When the person knows or reasonably should have known that the action is in violation of a City regulation; or

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- (vi) The person cannot be contacted or refuses to communicate or cooperate with the City in correcting the violation.
- (b) Content. The notice of civil violation shall include the following:
- (1) The name and address of the person responsible for that violation; and
  - (2) The street address or description sufficient for identification of the building, structure, premises, or land upon or within which the violation has occurred or is occurring; and
  - (3) A description of the violation and a reference to the provision(s) of the City regulation(s) which has been violated; and
  - (4) The required corrective action and a date and time by which the correction must be completed, after which the City may abate the unlawful condition using all legal means; and
  - (5) A statement indicating that the person must respond to the notice of violation within fourteen (14) days of the date of issuance by doing one of the following:
    - (i) Paying the penalty and correcting the violation;
    - (ii) Requesting a mitigation hearing and correcting the violation; or
    - (iii) Requesting a hearing to contest the violation; and
  - (6) A statement indicating that failure to respond shall result in the violation(s) being deemed committed without requiring further action by the City, and that the full penalty amount indicated on the notice of violation shall be due and owing to the City by the person or entity to whom the notice of violation was issued; and
  - (7) A statement indicating that, unless a request to contest the violation or to mitigate the penalty is properly filed, a monetary penalty of five hundred dollars (\$500) for each violation listed on the notice of violation is due and owing at the time the notice of violation is issued, and must be paid in full within thirty (30) days or may be assigned to a collection agency; and
  - (8) A statement indicating that if the person or entity to whom a notice of violation was issued requests a hearing and fails to attend the hearing, a default judgment shall be entered against the person or entity to whom the violation was issued, with the full amount of the penalty indicated on the notice of violation immediately due and owing, and that any unpaid penalties and any costs may be assigned to a collection agency after thirty (30) days have elapsed from the date the notice of violation was issued; and
  - (9) A statement indicating that the City may seek to recover from the person to whom the notice of violation was issued the costs to the City of any abatement action taken; and

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(10) A statement indicating that separate notices of violation may be issued for each day, or portion thereof, in which a violation continues; and

(11) A statement indicating that payment of a monetary penalty does not relieve the person or entity named in the notice of violation of the duty to abate the violation, and that failure to abate may result in the issuance of additional notices of violation and/or criminal charges, with additional civil and/or criminal penalties.

(c) Service of Notice. The applicable department director shall serve the notice of civil violation upon the person responsible for the violation, either personally or by mailing a copy of the notice of civil violation by certified or registered mail, return receipt requested, to such person at their last known address. If the person responsible for the violation cannot be personally served within Snohomish County and if an address for mailed service cannot be ascertained, notice shall be served by posting a copy of the notice of civil violation conspicuously on the affected property or structure. Proof of service shall be made by a written declaration under penalty of perjury executed by the person effecting the service, declaring the time and date of service, the manner by which the service was made and, if by posting, the facts showing the attempts to serve the person personally or by mail.

(d) Extension. Extensions of the time specified in the notice of civil violation for the correction of the violation may be granted at the discretion of the applicable department director.

**17.20.080 Response to Notice of Violation.**

(a) Generally. A person who has been served with a notice of violation must respond to the notice within fourteen (14) days of the date the notice is served. A person may respond to the notice of violation by:

(1) Paying the amount of the monetary penalty as set forth in the notice of violation. Partial payment or payment using a check that is rejected for insufficient funds shall not be deemed payment under this subsection. Payment of the penalty shall not relieve the person or entity responsible for the violation from the duty to correct or abate the violation. Additional notices of violation may be issued if the violation goes uncorrected.

(2) Contesting the notice of violation by requesting a contested hearing in writing and sending the request and a filing fee as per the City's Fees Resolution to the City as provided in subsection (B) below. The violator will also be responsible for payment of the Hearing Examiner Fees for the hearing. The written request shall state the reasons and basis for the contesting the notice of violation and shall include the following:

- (i) Facts demonstrating that the person is adversely affected by the decision;
- (ii) A concise statement identifying each alleged error and the manner in which the decision fails to satisfy the applicable decision criteria;
- (iii) The specific relief requested; and

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(iv) Any other information reasonably necessary to make a decision being contested.

(3) Seeking to mitigate the monetary penalty by requesting a mitigation hearing to explain the circumstances surrounding the violation. The request to mitigate must be made in writing and sent to the City with a filing fee as per the City's Fees Resolution as provided subsection (B) below. The violator will also be responsible for payment of the Hearing Examiner Fees for the hearing. Requesting to mitigate the penalty shall not relieve the person responsible for the violation from the duty to correct or abate the violation. Additional notices of violation may be issued if the violation goes uncorrected. The written mitigation request shall include the following:

(i) Facts demonstrating that the person is adversely affected by the decision;

(ii) A concise statement explaining the basis for the mitigation request;

(iii) The specific relief requested; and

(iv) Any other information reasonably necessary to make a decision regarding the mitigation request.

(b) Method of Response. The person or entity to whom a notice of violation has been issued may respond by mailing or hand-delivering the response and the filing fee as per the City's Fees Resolution to the City Clerk. Mailed responses must be postmarked no later than the fourteenth day from the date of service of the notice of violation; hand-delivered responses must be brought to the City Clerk no later than 4:30 p.m. on the fourteenth day after service; provided, where the fourteenth day falls on a weekend or holiday, the deadline shall be extended to the next regular business day. Telephone, facsimile, or email responses shall not satisfy the requirements of this section.

**17.20.090 Failure to Respond.**

If the person to whom the notice of violation is issued fails to respond as required in LSMC 17.20.060, the violation(s) shall be deemed committed without requiring further action by the City or the City's hearing examiner and the person to whom the notice of violation was issued shall owe the full fine amount indicated in the notice of violation.

**17.20.100 Scheduling of Hearing to Contest or Mitigate – Correction Prior to Hearing.**

(a) Notice and Scheduling of Hearing. Upon the timely filing of a request for a hearing to contest a violation or to mitigate the penalty, the matter shall be scheduled to be heard by the hearing examiner that is a minimum of fourteen (14) but no later than sixty (60) calendar days after the date the request was received by the City. Notice of the hearing date and time shall be served by certified mail – return receipt requested and first class mail to the address of the party who requested the hearing. The date and time for any hearing may be rescheduled by the hearing examiner for good cause upon the motion of a party or the hearing examiner.

(b) Correction of Violation Prior to Hearing. The hearing may be cancelled and the party requesting the hearing need not appear only if, at least two (2) business days prior to the scheduled hearing, the applicable department director determines that the violation has

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been satisfactorily corrected or abated and the monetary penalty paid in full. Where the scheduled hearing involves a repeat violation as defined in this chapter, the hearing shall not be cancelled unless the new violation has been corrected or abated to the satisfaction of the applicable department director and the monetary penalty and costs for the new violation(s) and any monetary penalty and costs owing for the previous violation(s) have been paid in full.

**17.20.110 Contested Hearing – Procedure.**

The City and the person or entity to whom the notice of civil violation was issued may participate in the hearing and each party, or its legal representatives, may call witnesses and present evidence and rebuttal, subject to the following:

(a) The City shall have the burden of proving by a preponderance of the evidence that a violation has occurred.

(b) The parties are responsible for securing the appearance of any witnesses they may wish to call; neither the City nor the hearing examiner shall have the burden of securing any witnesses on behalf of the person who is contesting the violation(s) or seeking to mitigate the penalties.

(c) Because formal rules of evidence shall not apply to any such hearing, the hearing examiner shall allow hearsay testimony by the parties and not require proof of chain of custody for evidence that is presented; provided, the hearing examiner shall determine the weight to be assigned to any evidence presented.

(d) Any notes, reports, summaries, photographs, or other materials prepared by the parties shall be admitted into evidence if requested; provided, the parties are free to argue the weight that should be assigned by the hearing examiner to any evidence submitted.

**17.20.120 Contested Hearing – Decision of the Hearing Examiner.**

(a) Contents of Order. Upon the conclusion of a hearing to contest a violation, the hearing examiner may issue a verbal decision pending issuance of the written decision; if necessary, the hearing examiner may delay issuing the written order for up to ten (10) business days following the hearing. In either event, the verbal decision and written order shall contain findings and conclusions based on the record that includes the following information:

(1) For each alleged violation of the City code, a statement indicating whether the violation has been found committed or not committed;

(2) For violations found committed, the monetary penalties and costs being assessed pursuant to this chapter and other applicable provisions of the Lake Stevens Municipal Code;

(3) For violations found committed, any required corrective actions and a timeline for such corrective actions;

(4) For violations found committed, a finding that abatement of the violations by the City is authorized at the expense of the person responsible for the violations;

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(5) A statement notifying the person responsible for the violation that he or she is subject to additional civil and/or criminal penalties if any violation that was the subject of the hearing has not been corrected or abated in accordance with hearing examiner's order and applicable provisions of the Lake Stevens Municipal Code.

(b) Notice of Decision. The hearing examiner may cause a copy of the decision and order to be served upon the parties at the close of the hearing. When the hearing examiner requires more time to prepare a written order, or when a party fails to appear after requesting a contested hearing, the hearing examiner shall cause a copy of the decision and order to be served on the parties by mailing a copy to each party's last known address within ten (10) business days of the hearing.

**17.20.130 Mitigation Hearing – Procedure.**

The hearing examiner shall conduct a hearing to mitigate the penalty on a violation when such hearing is properly and timely requested; provided, that in the event a person has requested a hearing to contest a violation and prior to the start of the hearing indicates to the hearing examiner a desire to mitigate rather than contest, the examiner shall permit the person to seek mitigation of the monetary penalty. The mitigation hearing shall be conducted according to the following general procedures:

(a) The person responsible for the violation shall, as a condition of proceeding with the mitigation hearing, agree that he or she has committed the violations as set forth in the notice of the violation. The City shall be relieved of any burden of proving that the violations were committed, and such a agreement by the person responsible for the violations shall be sufficient basis for the hearing examiner to find the violations committed.

(b) If the person who has requested the mitigation hearing decides at the time of the hearing that he or she wishes to contest all or some of the alleged violations, the matters wishing to be contested shall, at the request of the City, be rescheduled.

(c) The person responsible for the violations shall be given the opportunity to explain or provide evidence regarding the nature of the violations, why the violations exist, why the violations have not been abated or corrected, and any other information the hearing examiner determines is relevant.

(d) The City shall be given the opportunity, at its discretion, to provide evidence of the nature of the violation, evidence to rebut assertions made by any party, and any other information or evidence the hearing examiner deems is relevant.

(e) At the conclusion of the hearing, the hearing examiner shall enter an order finding the violations committed pursuant to LSMC 17.20.120, and shall assess a monetary penalty in accordance with LSMC 17.20.160.

**17.20.140 Mitigation Hearing – Decision of the Hearing Examiner.**

(a) Order to be issued at Close of Hearing. Upon the conclusion of a penalty mitigation hearing, the hearing examiner shall issue, at that time, a written decision and order using a standard form that contains the following findings and conclusions based on the record:

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- (1) For each alleged violation of the City code, a statement indicating whether that the violation has been found committed;
- (2) For violations found committed, the monetary penalties and costs being assessed pursuant to this chapter and other applicable provisions of the Lake Stevens Municipal Code;
- (3) For violations found committed, any required corrective actions and a timeline for such corrective actions;
- (4) A statement notifying the person responsible for the violation that he or she is subject to additional civil and/or criminal penalties if any violation that was the subject of the hearing has not been corrected or abated in accordance with hearing examiner's order and applicable provisions of the Lake Stevens Municipal Code;
- (5) A finding that abatement of the founded violations by the City is authorized at the expense of the person responsible for the violations.

(b) Notice of Decision. The City shall provide a copy of the decision and order to the parties at the close of the mitigation hearing. When the City, for good cause shown, requires more time to prepare a written order, or when a party fails to appear after requesting a hearing, the hearing examiner shall cause a copy of the decision and order to be served on the parties by mailing a copy to the last known addresses of the parties within ten (10) business days of the hearing.

**17.20.150 Failure to Appear – Default Order.**

If the person who requests a hearing to contest a violation or mitigate the penalty then fails to appear at the scheduled hearing after having been given notice in the manner provided for by this chapter, the hearing examiner shall use a standard form to immediately issue a default order, which finds committed all the violations set forth in the notice of violation and which assesses a fine in the full amount indicated in the notice of violation. In addition, at the request of the City, the hearing examiner shall also impose upon the non-appearing party any costs to the City related to preparation for the hearing. The hearing examiner shall cause a copy of the decision to be served upon the non-appearing party by mailing a copy to the last known address of the non-appearing party within ten (10) business days of the hearing. Upon the motion of a party, the hearing examiner may rescind a default judgment only upon a showing of good cause to do so and only if such motion has been brought within thirty (30) calendar days of the date of the hearing at which the default judgment was ordered.

**17.20.160 Monetary Penalty.**

(a) Monetary penalty. Each violation of a City code provision deemed committed by the hearing examiner is subject to a monetary penalty in an amount of five hundred dollars (\$500) unless a different penalty amount for a given violation is expressly authorized or required by a more specific City code provision. Except where the person responsible for the violation has requested mitigation of the monetary in accordance with the provisions of this chapter, the hearing examiner shall have no authority to reduce the amount of the monetary penalty. Where the person has requested to mitigate the monetary penalty, the examiner may reduce the monetary penalty for each violation, but in no case shall the penalty be reduced to an amount less than one hundred dollars (\$100) for each violation found committed.

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(b) Payment of monetary penalty. Any monetary penalties assessed pursuant to this chapter constitute a personal obligation of the person to whom the notice of civil violation is directed. In addition, the monetary penalties assessed pursuant to this chapter may be assessed against the property that is the subject of the enforcement action. Any monetary penalty assessed must be paid in full to the city within thirty (30) days from the date of service of an uncontested notice of violation or any order of the hearing examiner that assesses monetary penalties.

(c) Continuing duty to abate violations. Payment of a monetary penalty pursuant to this chapter does not relieve the person responsible for the violation of the duty to correct or abate the violation. Additional notices of violation may be issued and/or criminal charges filed for continuing failure to correct or abate a violation.

**17.20.170 Appeal.**

An appeal of the decision of the hearing examiner must be filed with the Snohomish County Superior Court within twenty-one (21) calendar days of service of the decision, which shall be the exclusive means to appeal a decision of the hearing examiner rendered under this chapter.

**17.20.180 Repeat Violation or Failure to Abate – Misdemeanor.**

Where a person or entity has been found to have committed a violation under this chapter, regardless of whether the violation was resolved without penalty, the failure to abate the violation, or the commission of a subsequent violation, or the violation of a written order of the hearing examiner after having received notice of the order as provided in this chapter, shall each constitute a repeat violation and shall each be a misdemeanor subject to the penalties and provisions of LSMC 17.20.020. The city attorney, or the city attorney's designee, shall, at his or her discretion, have authority to file a repeat violation as either a civil violation or as a misdemeanor.

**17.20.190 Abatement.**

(a) Other Abatement Proceedings Not Precluded. Nothing in this chapter shall prohibit the City from pursuing abatement of a violation pursuant to any other laws of the state of Washington or the City of Lake Stevens.

(b) Urgent Abatement. Whenever a condition, the continued existence of which constitutes an immediate threat to the public health, safety or welfare or to the environment, exists, the city may summarily and without prior notice abate the condition. Notice of such abatement, including the reason for it shall be given to the person responsible for the violation as soon as reasonably possible after the abatement. No right of action shall lie against the City or its agents, officers, or employees for actions reasonably taken to prevent or cure any such immediate threats, but neither shall the city be entitled to recover any costs incurred for summary abatement, prior to the time that actual notice of same is provided to the person responsible for the violation.

(c) Judicial Abatement: The city may seek judicial process, as it deems necessary to abate a condition which was caused by or continues to be a violation of the Lake Stevens Municipal Code and other method of remedial action fails to produce compliance. An order of abatement is issued through the appropriate court of jurisdiction.

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(d) Costs of Abatement. Except as otherwise provided in this section, the costs of any abatement action taken by the city shall become a charge to the person responsible for the violation. These charges may be assessed against the person responsible for the violation or the property upon which the violation occurred, or both. The City may use any lawful means to collect these charges.

**17.20.200 Collection of Penalties and Costs.**

(a) Collection of Monetary Penalty. The monetary penalties assessed pursuant to this chapter shall constitute a personal obligation of the person to whom the notice of civil violation is directed or the person responsible for the violation. In addition, the monetary penalties assessed pursuant to this chapter may be assessed against the property that is the subject of the enforcement action. Any monetary penalty assessed must be paid to the city within ten (10) calendar days from the date of mailing of the hearing examiner's decision or a notice from the City that penalties are due. The city attorney, or his or her designee, is authorized to take legal action to collect the monetary penalty.

(b) Use of Collection Agency. Pursuant to Chapter 19.16 RCW, as currently enacted or hereafter amended, the city may, at its discretion, use a collection agency for the purposes of collecting penalties and costs assessed pursuant to this chapter. The collection agency may add fees or interest charges to the original amount assigned to collections as allowed by law. No debt may be assigned to a collection agency until at least thirty (30) calendar days have elapsed from the time that the city attempts to notify the person responsible for the debt of the existence of the debt and that the debt may be assigned to a collection agency for collection if the debt is not paid. Notice of potential assignment to collections shall be made by certified mail – return receipt requested and first class mail to the last known address of the person responsible for the violation; provided, inability to ascertain a current mailing address shall not prohibit the debt from being assigned to collections.

(c) Costs of Abatement as Personal Obligation. The costs of any abatement action taken by the city shall become a charge to the person responsible for the violation. These charges may be assessed against the person responsible for the violation or the property upon which the violation occurred. The City may use any lawful means to collect charges.

(d) Lien Authorized. The City of Lake Stevens shall have a lien for any monetary penalty imposed, to the extent allowed by law, the cost of any abatement proceedings under this chapter, and all other related costs including attorney and expert witness fees, against the real property on which the monetary penalty was imposed or any of the work of abatement was performed. Such costs shall be forwarded by the applicable director to the Finance Director, who shall certify them to the County Treasurer for assessment on the tax rolls, and to the city attorney, who shall file a lien for such costs against the real property. The lien shall be subordinate to all previously existing special assessment liens imposed on the same property and shall be superior to all other liens, except for state and county taxes, with which it shall be on a parity.

(e) Contests of Abatement Costs. Any challenge to the amount of the abatement costs shall be heard by the Finance Director in an informal hearing. The Finance Director shall then make a written determination as to whether or not the City's costs were accurate and necessary for accomplishing the abatement. If the costs are confirmed, then they shall be subject to collection as set forth in this section.

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**17.20.210 Additional Enforcement Procedures.**

The provisions of this chapter are not exclusive and may be used in addition to other enforcement and penalty provisions authorized by the Lake Stevens Municipal Code or any other law.

**17.20.220 Conflicting Code Provisions.**

In the event a conflict exists between the enforcement provisions of this chapter and the enforcement provisions of any international or uniform code, statute, or regulation that is adopted in the Lake Stevens Municipal Code and subject to the enforcement provisions of this chapter, the enforcement provisions of this chapter will prevail, unless the enforcement provisions of this chapter are preempted or specifically modified by said code, statute, or regulation.

**17.20.230 Duty Not Creating Liability.**

No provision or term used in this chapter is intended to impose any duty upon the City or any of its officers and/or employees which would subject them to damages in a civil action.

**Section 7.** LSMC Chapter 17.24 Hearings and Appeals is hereby repealed in its entirety.

**Section 8. Severability.** If any section, clause, phrase, or term of this Ordinance is held for any reason to be invalid or unconstitutional, such decision shall not affect the validity of the remaining portions of this Ordinance, and the remaining portions shall be in full force and effect.

**Section 9. Effective Date.** This Ordinance shall be in force and effect five (5) days after publication of the summary consisting of the title.

PASSED by the City Council of the City of Lake Stevens this \_\_\_\_\_ day of \_\_\_\_\_, 2013.

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

ATTEST/AUTHENTICATION:

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

APPROVED TO FORM

\_\_\_\_\_

ATTACHMENT 1

**DRAFT ORDINANCE FOR COUNCIL BRIEFING ONLY**

Grant Weed, City Attorney

Passed by Council:

Published:

Effective Date:



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