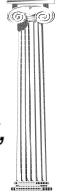


City of Lake Stevens Vision Statement



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

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

GUEST BUSINESS:

CONSENT AGENDA: *A. Approve July vouchers. Barb
*B. Approve Council regular meeting minutes of July 8, Norma
2013.

ACTION ITEMS: *A. Approve Interlocal Cooperation Agreement for Inter- Becky
Jurisdictional Coordination Relating to Affordable
Housing within Snohomish County.

DISCUSSION ITEMS: *A. Building & Construction and Fire Code adoption Larry/Karen/
briefing. Robert
*B. Final shoreline code amendments briefing. Karen
*C. Permissible Use code amendments briefing. Karen
*D. 2013 Budget amendment #3. Barb

**COUNCIL PERSON'S
BUSINESS:**

MAYOR'S BUSINESS:

STAFF REPORTS:

**INFORMATION
ITEMS:**

**EXECUTIVE
SESSION:**

Lake Stevens City Council Regular Meeting Agenda

July 22, 2013

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	907470-907524	\$130,569.51
Payroll Checks	35412	\$2,453.26
Electronic Funds Transfers	618-623	\$107,666.29
Claims	35413-35484	\$152,695.61
Void Checks	35398	(\$269.25)
Tax Deposit(s)	7/15/2013	\$54,177.10
Total Vouchers Approved:		\$447,292.52

This 22nd day of July 2013:

 Mayor

 Councilmember

 Finance Director

 Councilmember

 Councilmember

 Councilmember



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Direct Deposit Register

12-Jul-2013

Wells Fargo - AP

Lake Stevens

Direct Deposits to Accounts

12-Jul-2013	<u>Vendor</u>	<u>Source</u>	<u>Amount</u>	<u>Draft#</u>	<u>Bank Name</u>	<u>Transit</u>	<u>Account</u>
101	Assoc. Of Washington Cities	C	\$77,698.34	618	Wells Fargo	121000248	4159656917
9407	Department of Retirement (Pers	C	\$2,025.00	619	Wells Fargo	121000248	4159656917
9362	Department of Revenue	C	\$269.71	620	Wells Fargo	121000248	4159656917
11866	Dept. of Labor & Industries	C	\$26,297.53	621	Wells Fargo	121000248	4159656917
9408	NATIONWIDE RETIREMENT SOL	C	\$973.25	622	Wells Fargo	121000248	4159656917
9405	Wash State Support Registry	C	\$402.46	623	Wells Fargo	121000248	4159656917
Total:			\$107,666.29		Count:	6.00	

Direct Deposit Summary

<i>Type</i>	<i>Count</i>	<i>Total</i>
C	6	\$107,666.29

Pre-Note Transactions

Detail Check Register

16-Jul-13

Lake Stevens

Check No	Check Date	VendorNo	Vendor	Check Amount	
35413	16-Jul-13	969	Business Card		\$2,474.29
07/13 0979			Boat equip/passport supp/trvl	\$513.14	\$0.00
					\$513.14
001008521003102			Law Enforcement - Boating Oper	\$276.75	
001008521003104			Law Enforcement-Operating Cost	\$141.05	
001008521004200			Law Enforcement - Communicatio	\$19.95	
001008521004300			Law Enforce - Travel & Mtgs	\$75.39	
07/13 1056			Chamber mtg	\$12.22	\$0.00
					\$12.22
001003513104300			Administration - Travel & Mtgs	\$12.22	
07/13 1324			Travel/Aquafest/Ironman advert	\$57.29	\$0.00
					\$57.29
001007558004300			Planning - Travel & Mtgs	\$6.00	
001007558004400			Planning - Advertising	\$40.25	
001013531008000			General Government-Aquafest	\$11.04	
07/13 7750			WABO/advert/20th st	\$881.41	\$0.00
					\$881.41
001007558004400			Planning - Advertising	\$24.62	
001007559003101			Building Department - Operatin	\$83.39	
101016542004300			Street Fund - Travel & Mtgs	\$6.00	
101016542640000			Street Fund - Traffic Control	\$740.88	
309016595616301			Sidewalk Construction	\$26.52	
07/13 8877			signs/trvl/earphone/postage	\$1,010.23	\$0.00
					\$1,010.23
001008521003102			Law Enforcement - Boating Oper	\$43.90	
001008521003104			Law Enforcement-Operating Cost	\$384.16	
001008521004200			Law Enforcement - Communicatio	\$506.44	
001008521004300			Law Enforce - Travel & Mtgs	\$75.73	
35414	16-Jul-13	13314	Cash		\$140.00
07/15/13			Wyatt Park pkg fees - Aquafest	\$140.00	\$0.00
					\$140.00
001013519904900			General Government - Miscellan	\$140.00	
35415	16-Jul-13	860	Lake Stevens Sewer District		\$675.00
07/13			Utilities - 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	
35416	16-Jul-13	13322	Snohomish County Cities		\$35.00
07/18/13			07/18/13 meeting	\$35.00	\$0.00
					\$35.00
001001511604300			Legislative - Travel & Mtgs	\$35.00	
				Total Of Checks:	\$3,324.29

Detail Check Register

18-Jul-13

Lake Stevens

Check No	Check Date	VendorNo	Vendor			Check Amount
35417	22-Jul-13	1579	ACE HARDWARE			\$349.92
38448			Garbage bags/hose nozzle grip	\$13.55	\$0.00	\$13.55
001008521003104			Law Enforcement-Operating Cost	\$13.55		
38649			GFCI smart lock & covers	\$59.64	\$0.00	\$59.64
001010576803103			Parks-Lundeen-Operating Costs	\$59.64		
38652			Electrical supplies	\$43.48	\$0.00	\$43.48
001010576803103			Parks-Lundeen-Operating Costs	\$43.48		
38674			Backpack sprayer	\$97.73	\$0.00	\$97.73
101016542003102			Street Fund Operating Costs	\$97.73		
38690			Sand paper & rollers	\$41.78	\$0.00	\$41.78
001010576803103			Parks-Lundeen-Operating Costs	\$41.78		
38721			Treated lumber for dock	\$48.75	\$0.00	\$48.75
001010576803100			Parks - Operating Costs	\$48.75		
38724			Glue/Sink trap	\$17.35	\$0.00	\$17.35
001012572503100			Library - Office And Operating	\$17.35		
38772			Wirenuts/tape/photocell	\$27.64	\$0.00	\$27.64
001008521003104			Law Enforcement-Operating Cost	\$27.64		
35418	22-Jul-13	13328	ACES			\$329.00
9422			Safety mtg - Summer safety	\$329.00	\$0.00	\$329.00
001003517620000			Admin. Safety program	\$77.64		
101016517620000			safety program	\$146.08		
410016517620000			safety program	\$105.28		
35419	22-Jul-13	12187	AUCKLAND ENTERPRISES			\$725.00
626			Removal of danger trees behind 150	\$725.00	\$0.00	\$725.00
001010576804800			Parks - Repair & Maintenance	\$725.00		
35420	22-Jul-13	13849	BC Cancer Foundation RCVA			\$60.00
SPE2013-0003			Refund Recycle deposit	\$60.00	\$0.00	\$60.00
001000386000001			Refundable Customer Deposits	\$60.00		
35421	22-Jul-13	179	Blumenthal Uniforms			\$26.01
10429			Belt - Smith	\$26.01	\$0.00	\$26.01

Detail Check Register

18-Jul-13

Lake Stevens

Check No	Check Date	VendorNo	Vendor	Check Amount	
001008521002600			Law Enforcment Clothing	\$26.01	
35422	22-Jul-13	12844	BUD CLARY CHEVROLET		\$30,167.86
1782			New Patrol Car/PT51	\$30,167.86	\$0.00
520008521006400			Purchase Of Capital Equipment	\$30,167.86	
35423	22-Jul-13	274	City of Everett		\$210.00
I13001491			Lab analysis	\$210.00	\$0.00
410016531503104			DOE-G1100060 SW Capacity Exp	\$210.00	
35424	22-Jul-13	12004	CITY OF MARYSVILLE		\$6,432.36
13-011			Court Citations June 2013	\$6,432.36	\$0.00
001013512500001			Municipal Court Fees	\$6,432.36	
35425	22-Jul-13	290	Co-Op Supply		\$86.87
603635/4			Herbicide	\$86.87	\$0.00
001010576803100			Parks - Operating Costs	\$21.72	
101016542003102			Street Fund Operating Costs	\$43.44	
410016542403102			Storm Water - Operating Costs	\$21.71	
35426	22-Jul-13	13030	COMCAST		\$128.79
06/13 0827887			Traffic signal control	\$128.79	\$0.00
101016542640000			Street Fund - Traffic Control	\$128.79	
35427	22-Jul-13	13030	COMCAST		\$109.76
07/13 0443150			Internet services	\$109.76	\$0.00
001003513104200			Administration-Communications	\$2.20	
001003514104200			City Clerks-Communications	\$6.59	
001003516104200			Human Resources-Communications	\$2.20	
001003518104200			IT Dept-Communications	\$4.39	
001004514234200			Finance - Communications	\$4.39	
001007558004200			Planning - Communication	\$17.56	
001008521004200			Law Enforcement - Communicatio	\$63.64	
001010576804200			Parks - Communication	\$2.93	
101016542004200			Street Fund - Communications	\$2.93	
410016542404200			Storm Water - Communications	\$2.93	
35428	22-Jul-13	13030	COMCAST		\$93.70
06/13 0808840			Internet - Shop	\$93.70	\$0.00
101016542004200			Street Fund - Communications	\$46.85	
410016542404200			Storm Water - Communications	\$46.85	
35429	22-Jul-13	13757	Comdata Corporation		\$168.94
20190667			Fuel	\$168.94	\$0.00

Detail Check Register

18-Jul-13

Lake Stevens

Check No	Check Date	VendorNo	Vendor	Check Amount	
001008521003200			Law Enforcement - Fuel	\$168.94	
35430	22-Jul-13	9386	Crystal and Sierra Springs		\$247.42
5249844070113			Bottled Water	\$247.42	\$0.00
001007558003200			Planning-Operating Costs	\$58.64	
001007559003101			Building Department - Operatin	\$58.63	
001013519903100			General Government - Operating	\$60.33	
101016542003102			Street Fund Operating Costs	\$34.91	
410016542403102			Storm Water - Operating Costs	\$34.91	
35431	22-Jul-13	13782	Department of Revenue		\$1,159.45
Q2.2013			Q2.2013 Leasehold Excise Tax	\$1,159.45	\$0.00
633013586000005			Leasehold Excise Tax Remit	\$1,159.45	
35432	22-Jul-13	12800	DEPT OF CORRECTIONS		\$283.11
MCC4591 0613			Work crew	\$283.11	\$0.00
101016542003102			Street Fund Operating Costs	\$283.11	
35433	22-Jul-13	13104	Diane Irwin		\$115.00
EVNT2012-13			Refund Special event permit	\$115.00	\$0.00
001000322900001			Event Permits	\$115.00	
35434	22-Jul-13	473	Electronic Business Machines		\$438.60
088799			Copier maint	\$94.76	\$0.00
001007558004800			Planning - Repairs & Maint.	\$47.38	
101016542004800			Street Fund - Repair & Mainten	\$23.69	
410016542404800			Storm Water - Repairs & Maint.	\$23.69	
0892011			Copier maint	\$205.23	\$0.00
001013519904800			General Government - Repair/Ma	\$205.23	
089260			Copier maint	\$138.61	\$0.00
001008521004800			Law Enforcement - Repair & Mai	\$138.61	
35435	22-Jul-13	485	Employment Security Department		\$4,163.07
Q2.2013			Q1.2013 UI Tax 94513410 0	\$4,163.07	\$0.00
501000517007800			Payments To Claiments	\$4,163.07	
35436	22-Jul-13	14019	Everett Tent and Awning		\$207.48
4349			North Cove Park Stage Canopy rep	\$158.34	\$0.00
001010575304900			Arts Commission	\$158.34	
4351			North Cove Park Stage Canopy rep	\$49.14	\$0.00

Detail Check Register

18-Jul-13

Lake Stevens

Check No	Check Date	VendorNo	Vendor	Check Amount	
001010575304900			Arts Commission	\$49.14	
35437	22-Jul-13	13227	Glock Professional Inc		\$195.00
TRP/100036991			Armorers Course - Nelson	\$195.00	\$0.00
001008521004901			Law Enforcement - Staff Develo	\$195.00	
35438	22-Jul-13	13010	Grainger		\$272.38
9183519124			All purpose cleaner	\$40.46	\$0.00
101016542003102			Street Fund Operating Costs	\$30.35	
410016542403102			Storm Water - Operating Costs	\$10.11	
9183831651			Sunscreen	\$47.35	\$0.00
001010576803100			Parks - Operating Costs	\$15.78	
101016542003102			Street Fund Operating Costs	\$15.78	
410016542403102			Storm Water - Operating Costs	\$15.79	
9184358183			Screw driver bits	\$15.23	\$0.00
101016542003102			Street Fund Operating Costs	\$15.23	
9184702760			All purpose cleaner	\$62.88	\$0.00
001007558003200			Planning-Operating Costs	\$5.03	
001008521003104			Law Enforcement-Operating Cost	\$7.55	
001010576803103			Parks-Lundeen-Operating Costs	\$30.18	
001013519903100			General Government - Operating	\$2.52	
001013555504100			Community Center - Cleaning	\$15.09	
101016542003102			Street Fund Operating Costs	\$1.26	
410016542403102			Storm Water - Operating Costs	\$1.25	
9185572535			Painting supplies	\$40.86	\$0.00
101016542003102			Street Fund Operating Costs	\$30.64	
410016542403102			Storm Water - Operating Costs	\$10.22	
9185572543			Stainless Steel Eye Bolt	\$44.40	\$0.00
410016542403102			Storm Water - Operating Costs	\$44.40	
9185572550			Paint brushes	\$21.20	\$0.00
101016542003102			Street Fund Operating Costs	\$15.90	
410016542403102			Storm Water - Operating Costs	\$5.30	
35439	22-Jul-13	670	HOGLUNDS TOP SHOP		\$409.51
47739			PT23 / Seat Repair	\$409.51	\$0.00
001008521004800			Law Enforcement - Repair & Mai	\$409.51	
35440	22-Jul-13	12785	IIMC-RECERTIFICATION PROGRAM		\$145.00
2013-2014			Annual Mbrshp fee	\$145.00	\$0.00

Detail Check Register

18-Jul-13

Lake Stevens

Check No	Check Date	VendorNo	Vendor	Check Amount	
001003514104900			City Clerks-Miscellaneous	\$145.00	
35441	22-Jul-13	13509	Industrial Supply, Inc		\$88.92
518512			Action Hoes	\$88.92	\$0.00
101016542003102			Street Fund Operating Costs	\$66.69	
410016542403102			Storm Water - Operating Costs	\$22.23	
35442	22-Jul-13	13232	Integra Telecom, Inc		\$893.73
11085060			Phone services	\$893.73	\$0.00
001003513104200			Administration-Communications	\$13.14	
001003514104200			City Clerks-Communications	\$26.28	
001003516104200			Human Resources-Communications	\$13.14	
001003518104200			IT Dept-Communications	\$39.41	
001004514234200			Finance - Communications	\$26.28	
001007558004200			Planning - Communication	\$85.44	
001007559004200			Building Department - Communci	\$13.14	
001008521004200			Law Enforcement - Communicatio	\$446.85	
001010575304200			Historical - Communications	\$13.14	
001013519904200			General Government - Communica	\$52.55	
001013555504200			Commnity Center-Communication	\$13.14	
101016542004200			Street Fund - Communications	\$75.61	
410016542404200			Storm Water - Communications	\$75.61	
35443	22-Jul-13	12682	INTERNATIONAL CODE COUNCIL		\$125.00
2948989			ICC membership dues for Building	\$125.00	\$0.00
001007559004900			Building Department - Miscella	\$125.00	
35444	22-Jul-13	13130	J & J Polygraph Service, LLC		\$325.00
1157			Polygraph services	\$325.00	\$0.00
001008521004100			Law Enforcement - Professional	\$325.00	
35445	22-Jul-13	13327	Jennifer Anderson		\$416.66
July 2013			Dep Care Reimb	\$416.66	\$0.00
001000281000000			Payroll Liabilities	\$416.66	
35446	22-Jul-13	13863	Johns Cleaning Service		\$268.49
1145			Uniform cleaning	\$268.49	\$0.00
001008521002600			Law Enforcment Clothing	\$268.49	
35447	22-Jul-13	13885	Lake Industries LLC		\$255.00
26939			Hauling spoil from storm water ditch	\$135.00	\$0.00
410016531503104			DOE-G1100060 SW Capacity Exp	\$135.00	

Detail Check Register

18-Jul-13

Lake Stevens

Check No	Check Date	VendorNo	Vendor		Check Amount
26950			Hauling spoil from storm water ditch	\$90.00	\$0.00 \$90.00
410016531503104			DOE-G1100060 SW Capacity Exp	\$90.00	
26971			Hauling spoil from storm water ditch	\$30.00	\$0.00 \$30.00
410016531503104			DOE-G1100060 SW Capacity Exp	\$30.00	
35448	22-Jul-13	852	Lake Stevens Journal		\$241.20
79629			Shoreline Master Program Update	\$36.85	\$0.00 \$36.85
001007558004400			Planning - Advertising	\$36.85	
79658			20th St NE Invitation to Bid	\$73.70	\$0.00 \$73.70
309016595616301			Sidewalk Construction	\$73.70	
79659			Public Hearing-Comprehensive Plan	\$60.30	\$0.00 \$60.30
001007558004400			Planning - Advertising	\$60.30	
79661			SPE2013-0005 Ironman	\$70.35	\$0.00 \$70.35
001007558004400			Planning - Advertising	\$70.35	
35449	22-Jul-13	12751	LAKE STEVENS POLICE GUILD		\$921.50
07/15/13			Union dues	\$921.50	\$0.00 \$921.50
001000281000000			Payroll Liabilities	\$921.50	
35450	22-Jul-13	9340	Lake Stevens School District		\$9,354.16
734			Fuel - June 2013	\$6,532.29	\$0.00 \$6,532.29
001008521003200			Law Enforcement - Fuel	\$6,532.29	
735			Fuel	\$2,821.87	\$0.00 \$2,821.87
001007559003200			Building Department - Fuel	\$91.99	
001010576803200			Parks - Fuel Costs	\$57.97	
101016542003200			Street Fund - Fuel	\$2,375.43	
410016542403200			Storm Water - Fuel	\$296.48	
35451	22-Jul-13	12603	LES SCHWAB TIRE CENTER		\$208.37
40200107230			Emergency repair of tire on shoulder	\$114.03	\$0.00 \$114.03
101016542004800			Street Fund - Repair & Mainten	\$114.03	
40200107414			Emergency repair of tire on shoulder	\$94.34	\$0.00 \$94.34
101016542004800			Street Fund - Repair & Mainten	\$94.34	
35452	22-Jul-13	13404	LexisNexis		\$54.30
1420700-20130630			Database searches	\$54.30	\$0.00 \$54.30

Detail Check Register

18-Jul-13

Lake Stevens

Check No	Check Date	VendorNo	Vendor	Check Amount	
001008521004100			Law Enforcement - Professional	\$54.30	
35453	22-Jul-13	14032	Northend Jazz		\$75.00
SPE2013-0024			Refund Special event permit	\$75.00	\$0.00
001000322900001			Event Permits	\$75.00	
35454	22-Jul-13	12684	NORTHWEST CASCADE INC.		\$298.00
1-694918			Honey bucket rental	\$218.00	\$0.00
001010576804500			Parks - Equipment Rental	\$218.00	
1-696120			Honey bucket rental	\$80.00	\$0.00
001010576804500			Parks - Equipment Rental	\$80.00	
35455	22-Jul-13	13044	PAKOR, INC - NW8935		\$232.58
907031			Passport printing supplies	\$232.58	\$0.00
001008521003100			Law Enforcement - Office Suppl	\$232.58	
35456	22-Jul-13	1066	PERTEET ENGINEERING, INC.		\$721.51
20110012.005-2			20th St Professional services	\$721.51	\$0.00
309016595616301			Sidewalk Construction	\$721.51	
35457	22-Jul-13	9333	Petty Cash Account (N. Scott)		\$374.35
07/12/13			recording fees/mailings/license	\$374.35	\$0.00
001007558003200			Planning-Operating Costs	\$251.10	
001008521004900			Law Enforcement - Miscellaneou	\$47.25	
410016542403102			Storm Water - Operating Costs	\$76.00	
35458	22-Jul-13	1128	PILCHUCK VETERINARY HOSPITAL		\$215.13
06/13 16111			Animal medical services	\$215.13	\$0.00
001008539004100			Code Enforcement - Professiona	\$215.13	
35459	22-Jul-13	12520	PUBLIC SAFETY TESTING		\$1,450.07
2013-5128			Background check	\$1,450.07	\$0.00
001008521004100			Law Enforcement - Professional	\$1,450.07	
35460	22-Jul-13	11869	PUGET SOUND ENERGY		\$108.93
07/08/13			Utilities - North Lakeshore Dr Gas	\$73.70	\$0.00
001008521004700			Law Enforcement - Utilities	\$73.70	
7/8/13			Utilities - City shop Gas	\$35.23	\$0.00

Detail Check Register

18-Jul-13

Lake Stevens

Check No	Check Date	VendorNo	Vendor	Check Amount	
001010576804700			Parks - Utilities	\$11.74	
101016542004700			Street Fund - Utilities	\$11.74	
410016542404701			Storm Water Utilities	\$11.75	
35461	22-Jul-13	12540	Republic Services #197		\$354.91
0197-001602421			Dumpster services	\$354.91	\$0.00
101016542003102			Street Fund Operating Costs	\$169.90	
101016542004500			Street Fund - Rentals/Leases	\$7.56	
410016542403102			Storm Water - Operating Costs	\$169.90	
410016542404501			Storm Water - Equipment Rental	\$7.55	
35462	22-Jul-13	12540	Republic Services #197		\$255.54
0197-001602217			Dumpster services	\$255.54	\$0.00
001010576803103			Parks-Lundeen-Operating Costs	\$242.49	
001010576804500			Parks - Equipment Rental	\$13.05	
35463	22-Jul-13	12540	Republic Services #197		\$111.87
0197-001602957			Dumpster services	\$111.87	\$0.00
001013519903100			General Government - Operating	\$98.92	
001013519904500			General Government-Equip Renta	\$12.95	
35464	22-Jul-13	13836	SCCFOA		\$18.00
7/25 mtg			7/25/13 SCCFOA meeting	\$18.00	\$0.00
001004514234300			Finance - Travel & Mtgs	\$18.00	
35465	22-Jul-13	12069	Seattle Pump		\$306.25
13-2615			6 ft vactor catch basin, and 8 clamp	\$306.25	\$0.00
410016531503104			DOE-G1100060 SW Capacity Exp	\$306.25	
35466	22-Jul-13	13363	Six Robblees Inc.		\$57.05
14-266391			Trailer jack & plug adapter	\$57.05	\$0.00
101016542003102			Street Fund Operating Costs	\$57.05	
35467	22-Jul-13	11899	SNOHOMISH CO. SHERIFFS OFFICE		\$7,256.00
I000328775			JAG Grant - Task Force	\$7,256.00	\$0.00
001008521005101			Law Enforcement - Drug Task Fo	\$7,256.00	
35468	22-Jul-13	12961	SNOHOMISH COUNTY PUD		\$12,992.42
107362723			201595113	\$338.65	\$0.00
101016542630000			Street Fund - Street Lighting	\$338.65	
117315714			202624367	\$8,900.29	\$0.00
101016542630000			Street Fund - Street Lighting	\$8,900.29	

Detail Check Register

18-Jul-13

Lake Stevens

Check No	Check Date	VendorNo	Vendor		Check Amount	
123951253		201860178		\$247.46	\$0.00	\$247.46
		101016542630000	Street Fund - Street Lighting	\$247.46		
127266994		202766820		\$1,350.78	\$0.00	\$1,350.78
		001008521004700	Law Enforcement - Utilities	\$1,350.78		
127266995		203033030		\$127.45	\$0.00	\$127.45
		001008521004700	Law Enforcement - Utilities	\$127.45		
140405678		202648101		\$831.60	\$0.00	\$831.60
		101016542630000	Street Fund - Street Lighting	\$831.60		
140405679		202670725		\$1,111.31	\$0.00	\$1,111.31
		101016542630000	Street Fund - Street Lighting	\$1,111.31		
147038043		203791496		\$84.88	\$0.00	\$84.88
		101016542630000	Street Fund - Street Lighting	\$84.88		
35469	22-Jul-13	12961	SNOHOMISH COUNTY PUD			\$136.32
120634806		203531959		\$79.52	\$0.00	\$79.52
		001010576804700	Parks - Utilities	\$79.52		
123950186		204719074		\$14.68	\$0.00	\$14.68
		101016542630000	Street Fund - Street Lighting	\$14.68		
150330701		201973682		\$42.12	\$0.00	\$42.12
		101016542630000	Street Fund - Street Lighting	\$42.12		
35470	22-Jul-13	14007	Snohomish County PW (S)			\$29,239.15
1000328857			Surface water service charge	\$29,239.15	\$0.00	\$29,239.15
		410016542405102	Storm Water - Customer Billing	\$29,239.15		
35471	22-Jul-13	1356	SNOPAC			\$27,221.60
6099			Dispatch services	\$26,195.76	\$0.00	\$26,195.76
		001008528005100	Law Enforcement - Snopac Dispa	\$26,195.76		
6120			Quarterly Access	\$1,025.84	\$0.00	\$1,025.84
		001008528005100	Law Enforcement - Snopac Dispa	\$1,025.84		
35472	22-Jul-13	13415	Staples			\$1,671.87
3202663972			Copy paper returned	(\$119.57)	\$0.00	(\$119.57)

Detail Check Register

18-Jul-13

Lake Stevens

Check No	Check Date	VendorNo	Vendor	Check Amount	
001013519903100			General Government - Operating	(\$119.57)	
3203340840			offices supplies for accreditation	\$283.24	\$283.24
001008521003100			Law Enforcement - Office Suppl	\$283.24	
3203340841			Supplies	\$152.44	\$152.44
001003518103100			IT Dept-Office Supplies	\$118.92	
001013519903100			General Government - Operating	\$33.52	
3203607010			Office and bathroom supplies	\$610.09	\$610.09
001008521003104			Law Enforcement-Operating Cost	\$79.31	
001010576803103			Parks-Lundeen-Operating Costs	\$311.15	
001013519903100			General Government - Operating	\$24.40	
001013551503100			Community Center - Operations	\$158.62	
101016542003102			Street Fund Operating Costs	\$12.20	
410016531503104			DOE-G1100060 SW Capacity Exp	\$6.10	
410016542403101			Storm Water - Office Supplies	\$6.10	
410016542403102			Storm Water - Operating Costs	\$12.21	
3203703625			Office and bathroom supplies	\$745.67	\$745.67
001008521003104			Law Enforcement-Operating Cost	\$96.94	
001010576803103			Parks-Lundeen-Operating Costs	\$380.29	
001013519903100			General Government - Operating	\$29.83	
001013551503100			Community Center - Operations	\$193.87	
101016542003102			Street Fund Operating Costs	\$14.91	
410016531503104			DOE-G1100060 SW Capacity Exp	\$7.46	
410016542403101			Storm Water - Office Supplies	\$7.46	
410016542403102			Storm Water - Operating Costs	\$14.91	
35473	22-Jul-13	13931	Stericycle, Inc		\$10.36
3002312051			Hazardous Waste disposal	\$10.36	\$10.36
001008521004100			Law Enforcement - Professional	\$10.36	
35474	22-Jul-13	13994	Strategies 360		\$1,500.00
772-9770			Hwy 9 Prof Services	\$1,500.00	\$1,500.00
001013511204101			Advisory Srvs - Lobbying	\$1,500.00	
35475	22-Jul-13	13891	Tacoma Screw Products Inc		\$118.92
30391805			Ear plug replacement pads	\$59.46	\$59.46
101016542003102			Street Fund Operating Costs	\$44.60	
410016542403102			Storm Water - Operating Costs	\$14.86	
30393621			Ear plug replacement pads	\$59.46	\$59.46

Detail Check Register

18-Jul-13

Lake Stevens

Check No	Check Date	VendorNo	Vendor	Check Amount	
101016542003102			Street Fund Operating Costs	\$44.60	
410016542403102			Storm Water - Operating Costs	\$14.86	
35476	22-Jul-13	1491	The Everett Herald		\$1,082.92
102803-04/30/13			Police Records Clerk wanted	\$249.00	\$0.00
001008521004900			Law Enforcement - Miscellaneou	\$249.00	
1824543			LUA2013-0048 Smith ROA	\$79.24	\$0.00
001007558004400			Planning - Advertising	\$79.24	
1824722			LUA2013-0067 Sonterra	\$87.84	\$0.00
001007558004400			Planning - Advertising	\$87.84	
1825466			Advertise SPE2013-0011	\$84.40	\$0.00
001013531008000			General Government-Aquafest	\$84.40	
1825608			Cancel Planning Commission mtg	\$88.20	\$0.00
001007558004400			Planning - Advertising	\$88.20	
1825764			Final Shoreline Code Amendments	\$106.88	\$0.00
001007558004400			Planning - Advertising	\$106.88	
1825775			LUA2013-0001 Permissible Use	\$98.16	\$0.00
001007558004400			Planning - Advertising	\$98.16	
1826276-01			Employment ad	\$289.20	\$0.00
101016542004400			Street Fund - Advertising	\$144.60	
410016542404400			Storm Water - Advertising	\$144.60	
35477	22-Jul-13	1491	The Everett Herald		\$193.00
1824882			SPE2013-0005 Ironman	\$74.08	\$0.00
001007558004400			Planning - Advertising	\$74.08	
1825291			Comprehensive Plan mtg	\$63.76	\$0.00
001007558004400			Planning - Advertising	\$63.76	
1825946			Permissible Use Code Amendments	\$55.16	\$0.00
001007558004400			Planning - Advertising	\$55.16	
35478	22-Jul-13	14034	Traffic Data Gathering		\$455.00
3347			Traffic Count	\$455.00	\$0.00

Detail Check Register

18-Jul-13

Lake Stevens

Check No	Check Date	VendorNo	Vendor	Check Amount	
101016542004100			Street Fund - Professional Ser	\$455.00	
35479	22-Jul-13	13112	Tyler Enterprises		\$125.00
June 2013			Building Inspection Plan Review	\$125.00	\$0.00
001007559004100			Building Department - Professi	\$125.00	
35480	22-Jul-13	12158	VERIZON NORTHWEST		\$2,420.49
9707118277			Wireless phone services	\$2,420.49	\$0.00
001003511104200			Executive - Communication	\$83.06	
001003513104200			Administration-Communications	\$85.85	
001003514104200			City Clerks-Communications	\$30.42	
001003516104200			Human Resources-Communications	\$53.04	
001003518104200			IT Dept-Communications	\$106.08	
001007558004200			Planning - Communication	\$143.50	
001008521004200			Law Enforcement - Communicatio	\$1,402.58	
001010576804200			Parks - Communication	\$30.42	
101016542004200			Street Fund - Communications	\$242.77	
410016542404200			Storm Water - Communications	\$242.77	
35481	22-Jul-13	13956	Wa St Dept of Enterprise Svcs		\$82.52
73-1-8452			OPEN PO for business cards and le	\$82.52	\$0.00
001008521003100			Law Enforcement - Office Suppl	\$82.52	
35482	22-Jul-13	12761	WASHINGTON STATE PATROL		\$340.00
I13009465			Background check	\$10.00	\$0.00
001003516104100			Human Resources-Professional S	\$10.00	
I13010091			Background checks	\$330.00	\$0.00
633008589000006			Gun Permit - FBI Remittance	\$330.00	
Total Of Checks:					\$149,101.32

Detail Check Register

18-Jul-13

Lake Stevens

Check No	Check Date	VendorNo	Vendor			Check Amount
35483	22-Jul-13	13754	David Carter			\$135.00
07/18/13		Per Diem WSSO 2013		\$135.00	\$0.00	\$135.00
001008521004300		Law Enforce - Travel & Mtgs		\$135.00		
35484	22-Jul-13	13177	James Barnes			\$135.00
07/18/13		Per Diem WSSO 2013		\$135.00	\$0.00	\$135.00
001008521004300		Law Enforce - Travel & Mtgs		\$135.00		
Total Of Checks:						\$270.00



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

Monday, July 8, 2013
Lake Stevens School District Educational Service Center (Admin. Bldg.)
12309 22nd Street N.E. Lake Stevens

CALL TO ORDER: 7:00 p.m. by Mayor Vern Little

COUNCILMEMBERS PRESENT: Todd Welch, Suzanne Quigley, Kathy Holder, Kim Daughtry, Marcus Tageant, Neal Dooley and John Spencer

COUNCILMEMBERS ABSENT:

STAFF MEMBERS PRESENT: City Administrator Jan Berg, City Attorney Tom Graafstra, Planning Director Becky Ableman, Finance Director Barb Stevens, Public Works Director Mick Monken, Human Resource Director Steve Edin, Interim Police Chief Dan Lorentzen, and City Clerk/Admin. Asst. Norma Scott

OTHERS: Mark Wakefield, Senator Steve Hobbs, Mike Bain

Guest Business. Mark Wakefield, 121 95th Ave SE, commended the Police Department for their effort in solving the two homicide cases.

Mayor Little expressed appreciation to Senator Hobbs for all his support of the City including the transportation packet.

Senator Hobbs commented he feels transportation revenue package will come next year which includes \$58 million for the Frontier Village intersection.

Consent Agenda. Councilmember Daughtry moved to approve the Consent Agenda (A. Approve July vouchers [Payroll Direct Deposits 907407-907469 for \$122,063.54; Payroll Checks 35352-35353 for \$2,816.64; Electronic Funds Transfers 612-617 for \$54,951.95; Claims 35354-35411 for \$67,973.70; Tax Deposit 7.1.13 for \$48,185.78 for total vouchers approved of \$295,991.61] and B. Approve Council Regular meeting minutes of June 24, 2013), seconded by Councilmember Tageant; motion carried unanimously. (7-0-0-0)

Public Hearing in consideration of first and final reading of Ordinance No. 896 Duane Smith right-of-way vacation/dedication (LUA 2013-0048). City Clerk Scott read the public hearing procedure, which will be used for both hearings. Senior Planner Wright noted the applicant and City are trading equivalent property in the amount of 5400 square feet, which is a public benefit and removes an additional driveway cut. The requested action will create a shared access point off 20th Street SE for the City's stormwater detention facility and the Smith property.

Public comment. None

MOTION: Councilmember Welch moved to close the public comment portion of the hearing, seconded by Councilmember Dooley; motion carried unanimously. (7-0-0-0)

MOTION: Councilmember Spencer moved to close the public hearing on the Duane Smith right-of-way dedication/vacation, seconded by Councilmember Holder; motion carried unanimously. (7-0-0-0)

MOTION: Councilmember Welch moved to approve Ordinance 896, Duane Smith right-of-way vacation/dedication first and final reading, seconded by Councilmember Daughtry; motion carried unanimously. (7-0-0-0)

Public Hearing in consideration of Resolution No. 2013-5, Comprehensive Plan (Comp Plan) Amendment Proposals (2013 Docket ratification). Principal Planner Watkins noted the amendments meet all the criteria requirements for inclusion in the Comp Plan. Ms. Watkins reviewed the two minor map amendments and eight text amendments. There are also twenty-one proposed code housekeeping amendments. A new amendment to CH 7, Lake Stevens Municipal Code Section 14.18.045, was added for consistency with RCW 58.17.

Public comment. None

MOTION: Councilmember Dooley moved to close the public comment portion of the hearing; seconded by Councilmember Daughtry; motion carried unanimously. (7-0-0-0)

MOTION: Councilmember Tageant moved to close the public hearing, seconded by Councilmember Spencer; motion carried unanimously. (7-0-0-0)

Principal Planner Watkins noted the motion should include adding to Code Housekeeping #7 (CH-7) 14.18.045 of the Lake Stevens Municipal Code to update it for consistency with Chapter 58.17 of the RCW.

MOTION: Councilmember Spencer moved for approval of Resolution No. 2013-5 ratification of the 2013 docket list including the staff recommended addition to the docket list, seconded by Councilmember Welch; motion carried unanimously. (7-0-0-0)

Sonterra final plat approval. Planning Director Ableman noted final plats are required to be accepted by the Council. The plat originally consisted of 41 lots on 13.9 acres and was approved by the County. Quadrant came in for a plat modification which was approved by the Hearing Examiner in September 2012. The plat increased to 44 lots. June 17 they requested approval of the final plat. All improvements, mitigation and bonding have been achieved. The plat is located at 7700 10th Street. They will be required at building permit stage to pay traffic, park and school impact mitigation fees.

Councilmember Holder asked what the road modification means. Mike Bain, Quadrant Corporation, responded a two block section at the entrance was reduced to match City street standards with sidewalks on both sides.

MOTION: Councilmember Daughtry moved to approve Sonterra final plat, seconded by Councilmember Tageant; motion carried unanimously. (7-0-0-0)

Acceptance of 20th Streets sidewalk bid award and contract. Public Works Director Monken commented the project has a 75% grant match but no bids were received. Two bidders acknowledged they had plenty of work and one missed the bid closing time. It was advertised

in the Daily Journal of Commerce and computerized bid center. When it goes out to bid again, it will be advertised in the local newspaper, will contact one contractor who said they would like to bid, and will use MRSC's contractor list. If the second bid process does not work, then we would wait for winter.

Street naming. Principal Planner Watkins noted the City currently has a city policy but it only addresses the street numbering process. In regard to renaming 83rd Avenue after State Trooper Sean O'Connell, the street already has a secondary name of Skyline Drive which is the historical name on the County Assessor's Online Property Information webpage. Ms. Watkins reviewed some policies from other cities.

Councilmember Spencer commented we should honor individuals and favors historical name.

Councilmember Daughtry commented the War Memorial Committee is considering adding names to the Memorial for first responders.

Councilmember Spencer requested staff prepare a code amendment that would allow naming of streets in honor of first responders, in service here at Lake Stevens.

Council Person's Business: Councilmembers reported on the following meetings: Tageant – Sewer Utility Subcommittee; Holder – Sewer Utility Subcommittee and Fire Commissioner meetings; and Dooley – Sewer Utility Subcommittee.

Mayor's Business: Mayor Little attended the Sewer Utility Subcommittee meeting.

Staff Reports: Staff reported on the following: City Administrator Berg – met with the Fire Chief on subarea planning; Planning Director Ableman – met with Sewer District staff on flow charts to integrate processes and reviewing Comp Plan and sewer standards and over 1,000 City lots in various stages of development; Public Works Director Monken – milfoil contractor is ready to go in August, Grade Road slide concern was looked at by a geo tech, 83rd power concerns addressed and are going underground, and received a donation of a preservation project on the dock; and Interim Police Chief Lorentzen – update on two homicides and officer hiring process.

Adjourn. Councilmember Welch moved to adjourn at 7:56 p.m., seconded by Councilmember Dooley; motion carried unanimously. (7-0-0-0)

Vern Little, Mayor

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



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LAKE STEVENS CITY COUNCIL
STAFF REPORT

Agenda Date: July 22, 2013

Subject: Interlocal Agreement for the Inter-Jurisdictional Housing Committee - (New Name: Alliance for Housing Affordability)

Contact Person/	Rebecca Ableman	Budget Impact:	\$1,682
Department:	Planning & Community Development Director		<u>Budgeted</u>

RECOMMENDATION(S)/ACTION REQUESTED OF CITY COUNCIL:

The recommendation is for the Council to review the Interlocal Agreement (Attachment 1) and authorize the Mayor to sign.

SUMMARY:

Background: In 2009, the “Feasibility Study for Inter-Jurisdictional Housing Programs” was approved by the Snohomish County Tomorrow (SCT) Steering Committee. The study recommended that an organization of jurisdictions within Snohomish County be formed to help cities and counties meet their goals for housing as it was recognized that more progress was need to be made in Snohomish County to keep up with the increasing demand. The organization would provide technical assistance to the jurisdictions at their request, for example, on housing issues related to the Comprehensive Plan. At some point, the organization could also provide funding to leverage other resources for housing projects. An organization with a similar approach exists in King County: “ARCH” (A Regional Coalition for Housing).

In 2010, the City Council voted to approve joining with other jurisdictions to form a committee— called the Inter-Jurisdictional Housing Committee (associated with SCT)—to explore creating a longer-term program along the lines of ARCH. Given local budget constraints and the exploratory nature of this early stage, jurisdictions were not asked to provide any funding, but rather to proceed together cautiously, through “in-kind” support of elected representatives and staff, to develop a mission, goals, organizational structure, work program, and a two-year budget.

In 2011, the Committee agreed to formalize its work through a Memorandum of Understanding while working to secure funding for the Inter-jurisdictional Housing Committee cooperative (IHC). There are 13 jurisdictions and HASCO that signed the MOU.

The City of Lake Stevens representation on the Committee was provided by Mayor Little, who also serves on the SCT Steering Committee, with support from Director Ableman. Director Ableman has also co-chaired the committee along with Directors from Mountlake Terrace and Mukilteo.

Status: In 2011, the Housing Authority of Snohomish County (HASCO) agreed to be the "Administering Agency" for the IHC. In 2012, HASCO was able to secure a grant from the Bill and Melinda Gates Foundation in the amount of \$50,000 to help with the startup cost given the challenging economy and budgets of local government. There is potential for an additional Grant for the second start up year. HASCO also hired an intern at its expense to work on "Community Housing Profile Templates". These templates are a detailed analysis of the housing within a community, particularly at lower income levels. Mukilteo's Profile was completed earlier this year and the Lake Stevens Profile is in process. These provide important information for planning and will be invaluable for the upcoming mandated Comprehensive Plan Update in 2015.

The Committee began work on the Interlocal Agreement late last year. The ILA establishes a cooperative structure similar to ARCH. The attached ILA for Council's consideration contains the following main

provisions:

1. A framework for the cooperative;
2. The mission and goals;
3. The Joint Board's role and decision making;
4. The Administering Agency function;
5. Role and function of the Fiscal Agent;
6. Contributions from member jurisdictions;
7. Membership and participation; and
7. Indemnification and dispute procedures.

Each jurisdiction's representative on the Committee has been asked to obtain his/her legislative body's approval for executing the ILA. Once an executed ILA is in place, the Joint Board will be appointed. HASCO is the designated Administering Agency and will begin the hiring process and continue the work started on the community profiles as well as any other work directed by the Joint Board. The Joint Board will approve a final Work Program as soon as possible. Mountlake Terrace will take on the Fiscal Agent role.

Many elected officials, affordable housing developers, and other social service non-profits have expressed support for this concept. It is expected that 12 jurisdictions and HASCO will sign the ILA. To date, the Town of Woodway and the City of Granite Falls have approved the ILA with many jurisdictions going forward to Council's in August and September. The ILA is structured so that other jurisdictions may join at any time. Please also note that the Interlocal Agreement will require renewal in 2015.

APPLICABLE CITY POLICIES:

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

BUDGET IMPACT:

The Committee's 2013-2014 fiscal year (July 1 - June 30) budget is \$89,850. Since the Committee received a \$50,000 grant from the Gates Foundation to assist in the start up, jurisdictions contributions will make up the remaining \$49,850 on a per capita basis. HASCO's contribution is all in-kind.

ATTACHMENTS:

Attachment 1 – Interlocal Agreement

ATTACHMENT 1

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

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

RECITALS

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

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

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

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

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

NOW, THEREFORE, IT IS HEREBY AGREED AS FOLLOWS:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Party;

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

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

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

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

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

(5) BUDGET; APPROPRIATIONS; OTHER FISCAL MATTERS.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

7. Termination of Agreement.

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

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

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

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

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

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

8. Indemnification and Hold Harmless.

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

(b) Should a court of competent jurisdiction determine that this Agreement is subject to RCW 4.24.115, then, in the event of liability for damages arising out of bodily injury to persons or damages to property caused by or resulting from the concurrent negligence of a Party hereto (including without limitation the Party serving as, and acting in its capacity as, the Administering Agency), its officers, officials, employees, and volunteers, the Party's liability hereunder shall be only to the extent of the Party's negligence. It is further specifically and expressly understood that the indemnification provided herein constitutes the Party's waiver of immunity under Industrial Insurance Title 51 RCW, solely for the purpose of this indemnification. This waiver has been mutually negotiated by the Parties.

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

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

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

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

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

11. Public Records; Confidential Information.

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

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

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

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

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

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

13. Notices.

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

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

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

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

City of Edmonds

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

City of Everett

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

City of Granite Falls

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

City of Lake Stevens

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

City of Lynnwood

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

City of Marysville

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

City of Mill Creek

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

City of Mountlake Terrace

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

City of Mukilteo

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

City of Snohomish

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

Town of Woodway

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

Housing Authority of Snohomish County

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

Snohomish County

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

14. General Provisions.

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

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

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

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

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

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

SNOHOMISH COUNTY

Approved as to form

By: _____
Signature Date

By: _____
Signature Date

Its: _____

Its: _____

CITY OF EDMONDS

Approved as to form

By: _____
Signature Date

By: _____
Signature Date

Its: _____

Its: _____

CITY OF EVERETT

Approved as to form

By: _____
Signature Date

By: _____
Signature Date

Its: _____

Its: _____

CITY OF GRANITE FALLS

Approved as to form

By: _____
Signature Date

By: _____
Signature Date

Its: _____

Its: _____

CITY OF LAKE STEVENS

By: _____
Signature Date

Its: _____

Approved as to form

By: _____
Signature Date

Its: _____

CITY OF LYNNWOOD

By: _____
Signature Date

Its: _____

Approved as to form

By: _____
Signature Date

Its: _____

CITY OF MARYSVILLE

By: _____
Signature Date

Its: _____

Approved as to form

By: _____
Signature Date

Its: _____

CITY OF MILL CREEK

By: _____
Signature Date

Its: _____

Approved as to form

By: _____
Signature Date

Its: _____

CITY OF MOUNTLAKE TERRACE

By: _____
Signature Date

Its: _____

Approved as to form

By: _____
Signature Date

Its: _____

CITY OF MUKILTEO

By: _____
Signature Date

Its: _____

Approved as to form

By: _____
Signature Date

Its: _____

CITY OF SNOHOMISH

By: _____
Signature Date

Its: _____

Approved as to form

By: _____
Signature Date

Its: _____

TOWN OF WOODWAY

By: _____
Signature Date

Its: _____

Approved as to form

By: _____
Signature Date

Its: _____

**HOUSING AUTHORITY OF
SNOHOMISH COUNTY**

By: _____
Signature Date

Its: _____

Approved as to form:

By: _____
Signature Date

Its: _____

HOUSING AUTHORITY OF SNOHOMISH COUNTY

12625 - 4th Avenue W., Suite 200 • Everett, Washington 98204
(425) 290-8499 or (425) 743-4505
TDD (425) 290-5785 • FAX (425) 290-5618

June 22, 2012

Mr. David Bley
Director, Pacific Northwest Initiative
Bill and Melinda Gates Foundation
PO Box 23350
Seattle, WA 98102

**RE: GATES FOUNDATION SUPPORT FOR
SNOHOMISH COUNTY INTER-JURISDICTIONAL HOUSING COMMITTEE**

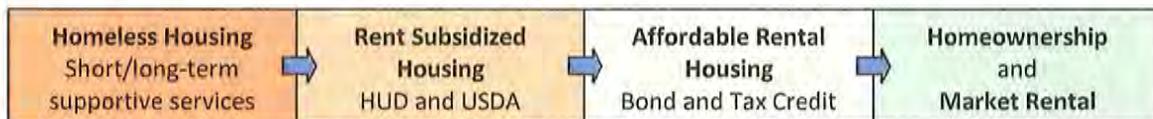
Dear David:

I am sorry it has taken so long to put this together. As we discussed a few months ago, Snohomish County continues to evolve in the creation of its vehicles to address affordable housing issues, and homelessness in particular.

The Sound Families Initiative and the current Investing in Families Initiative have brought private philanthropy, government, non-profits and private citizens together to combat homelessness and create systems change. These two initiatives have been instrumental in providing the necessary resources and developing the capacity of stakeholders in the community. The initiatives addressed the need for supportive services and housing and have made clear the need for both to effectively serve homeless families.

On a parallel track, the Housing Consortium of Everett and Snohomish County was formed by interested non-profit developers with the support of local government, the County's two housing authorities, and private supporters. The membership is made up of housing organizations dealing with every aspect of the housing continuum from homelessness to homeownership.

Housing Continuum



Through all of the work in the community to address housing and homelessness, it became clear that the community needed a vehicle for local governments to cooperatively address housing policy issues. A group of cities in Snohomish County began to explore the creation of such a vehicle over two years ago as an outgrowth of Snohomish County Tomorrow, the local inter-jurisdictional forum created to oversee Countywide Planning Policies.

The cities in Snohomish County and the Snohomish County government have now taken the step to create the Inter-Jurisdictional Housing Committee (IHC). This new group comprised of local governments in Snohomish County is a systems change that will create a centralized forum for local governments to efficiently disseminate housing information, work together to gain more expertise in housing policy issues, and cooperatively advocate at the federal and state level to ensure that there is adequate support for efforts to end homelessness and promote affordable housing in their communities. The group will inform local land use efforts to promote housing that is both economically and environmentally sustainable. The target model for the IHC is A Regional Coalition for Housing (ARCH) on King County's Eastside. The IHC Memorandum of Understanding (MOU) and draft Interlocal Agreement are attached. The following jurisdictions have signed onto the MOU: Mukilteo, Mountlake Terrace, Lake Stevens, Everett, Mill Creek, Snohomish, Sultan, Marysville, Edmonds, Lynnwood, Woodway, Granite Falls, and Snohomish County.

Every one of the jurisdictions signing on to this undertaking has at least one elected official and a planning executive who have decided that housing is a high priority for their community. Bringing these elected officials and planning executives together on the IHC will substantially enhance the work that is currently going on in the County to promote affordable housing and ensure that there are affordable housing options for families exiting homeless housing. During this period of intensive interest in housing and transportation, it is especially important that this entity is created and sustained to ensure that affordable housing is appropriately integrated into planning efforts.

Embarking on this effort right now is difficult when these cities and the County are experiencing economic distress. The goals of the IHC can advance significantly faster if the committee members can spend the first year establishing the priorities and substantive functions of the IHC rather than spending that time working to build financial support. It will be much easier to secure permanent and ongoing financial support from the cities and County if the IHC can get up and running with professional staff and products to show. That is why I would like to explore with you the potential of Gates Foundation support for the first full year of operation of the IHC. Please see the attached IHC 2013 budget.

HASCO committed to provide modest staffing and an administrative base to support the IHC. We have hired a graduate student intern from the University of Washington Master of Urban Planning program to supplement our staff work for the committee. This intern, with support from HASCO staff, will work to build the IHC and produce initial reports for the committee. HASCO will bear this expense through the end of 2012. Although HASCO is providing staff support for the committee, the IHC is not a HASCO project.

Starting in 2013, the IHC would like to have a full-time professional to staff the committee. Ideally the current intern would continue on in this full-time position. The Gates Foundation would cover the cost of the full-time staff person plus any additional outside consulting work that is needed. HASCO would still provide office space, all administrative support, and supplemental staffing support without reimbursement. Starting in 2014, the cities and the County would provide the financial support to fully cover the budget. HASCO would continue to provide the office space, administrative support, and supplemental staffing as an ongoing responsibility.

I would appreciate the opportunity to discuss this proposal further. I can be reached at 425-293-0532 or red@hasco.org.

Sincerely,



Robert E. Davis
Executive Director

cc: David Wertheimer, Deputy Director, Pacific NW Initiative, Bill & Melinda Gates Foundation
Kollin Min, Program Officer, Pacific NW Initiative, Bill & Melinda Gates Foundation

Enclosures

Memorandum of Understanding
Draft Interlocal Agreement
2013 Budget

**BILL & MELINDA
GATES foundation**

PO Box 23350
Seattle WA 98102 USA
206.709.3100

ATTACHMENT A

City of Lake Stevens
City Council Regular Agenda 7-22-13
Page 47

118062

Wells Fargo Bank, N.A.
Bellevue, WA 98004
11-24/1210

DATE	AMOUNT
Oct 11, 2012	\$ 50,000.00

PAY Fifty Thousand Dollars And 00 Cents

*to the
order
of* Housing Authority of Snohomish County

12625 4th Ave West Suite 200
Everett, WA 98204



Authorized Signature MP
VOID AFTER 180 DAYS



BILL & MELINDA GATES FOUNDATION PO Box 23350 Seattle, Washington 98102 206.709.3100

VENDOR ID	NAME	PAYMENT NUMBER	CHECK DATE	CHECK NUMBER	
HOUS002	Housing Authority of Snohomish	00156023	10/11/2012	118062	118062
OUR VOUCHER NUMBER	YOUR INVOICE NUMBER	DATE	AMOUNT	AMOUNT PAID	NET
GFPMT1069904	PMT1069904	10/11/2012	\$50,000.00	\$50,000.00	OPP1069901 - Robert Davis \$50,000.00
			\$50,000.00	\$50,000.00	\$50,000.00

COMMENT

Attachment B
Alliance for Housing Affordability
Fiscal Year August 2013 to June 2014
Budget and Contribution Schedule
July 2013

MOU Signees by Population	Population**	Population for Calculation Purpose	2013 Contribution
Everett	103,019	103,019	\$6,213
Marysville	60,020	60,020	\$3,613
Lynnwood	35,836	35,836	\$2,151
Edmonds	39,709	39,709	\$2,385
Lake Stevens	28,069	28,069	\$1,682
Mukilteo	20,254	20,254	\$1,209
Mountlake Terrace	19,909	19,909	\$1,188
Mill Creek	18,244	18,244	\$1,088
Snohomish ¹	9,098	9,098	\$1,000
Granite Falls ¹	3,364		\$1,000
Woodway ¹	1,307		\$1,000
HASCO			
Total city	338,829	343,480	\$22,530
County	286,727	286,727	\$17,320
Total	625,556		
		630,207	\$39,850
Gates Grant⁴	\$50,000		\$50,000
Proposed Budget	\$89,850	Contributions	\$89,850
Back Office Support	In kind ²		

Budget	
1 FTE	\$ 60,000.00
Benefits (@39%)	\$ 23,400.00
Local Travel/mi.	\$ 1,250.00
Supplies/Teleph	\$ 1,200.00
	\$ 85,850.00
Misc./Consult.	\$ 4,000.00
	\$ 89,850.00

Notes:

- 1. Minimum annual commitment \$1,000 for any participant**
- 2. HASCO funding staff intern for 12+ months 2012 began interim work in July**

**2011 Population



LAKE STEVENS CITY COUNCIL
STAFF REPORT

Council Agenda Date: July 22, 2013

Subject: Briefing – Building & Construction and Fire Code Amendments (LUA2013-0038)

Contact Person/Department: Karen Watkins, Planning;
Larry Skinner, Building &
Robert Marshall, Fire Marshall

Budget Impact: None

RECOMMENDATION(S)/ACTION REQUESTED OF COUNCIL: No action at this time as this is a briefing with a PowerPoint presentation. A public hearing is scheduled for August 12, 2013.

SUMMARY: The International Code Council publishes new and/or updated construction codes every three years. Subsequently the State Building Code Council adopts these codes, often with amendments, and requires jurisdictions to also adopt these codes. The State Building Code Council adopted the 2012 Editions of the International Code Group effective July 1, 2013. Each jurisdiction may adopt the codes as adopted by the state or make other amendments to the Building and Fire Codes.

BACKGROUND: The Lake Stevens Municipal Code has two chapters related to the model codes: Chapter 14.80 Building and Construction and Chapter 14.84 Fire Code. The state adopted amendments only are proposed to both chapters. SEPA and Planning Commission review are not required. We received an email from the Master Builders Association supporting the amendments with no comments.

DISCUSSION: The last adoption of model codes was in 2010 with adoption of the 2009 Editions of the International Code Group. The adoption in 2013 is of the 2012 Editions of the International Code Group, which were adopted by the State Building Code Council earlier this year and became effective on July 1, 2013. The regulations are instrumental in protecting personal property, health and safety of the general public.

The City is adopting the following 2012 editions consistent with the State adoption:

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

A few minor edits as adopted by the State are proposed in both the Building and Construction Codes and the Fire Codes. No changes to the fire sprinkler codes are proposed.

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

BUDGET IMPACT: No budget impact.

ATTACHMENT:

- PowerPoint Presentation

Building & Construction & Fire CODE ADOPTION PROCESS

- International Code Council adopts new codes every three years (current is 2012 model codes)
 - State adopts new codes every three years
 - Effective July 1, 2013
- Cities/Countries adopt state codes every three years
 - Adopt state adopted/amended codes
 - Make additional amendments, if required
- Notice of Code Amendments sent to stakeholders
 - Published for early comment June 21, 2013 and sent to the Master Builders Association (MBA)
 - MBA Response was approval of proposed changes with no comments
- LSC 14.96 requires no review by Planning Commission or SEPA review
- WA State Department of Commerce approved request for Expedited Review
- City Council review

City Council Briefing
July 8, 2013

Karen Watkins, Principal Planner
Larry Skinner, Building Official
Robert Marshall, Fire Marshal

Chapter 14.80 Building & Construction Part I

In 1707 BC:
Code of Hammurabi
Section 229

If a builder builds a house for someone, and does not construct it properly, and the house which he built falls in and kills its owner, then that builder shall be put to death.

Washington State Building
Codes Adopted

2012 International Code Groups

- 2012 International Building Code including:
 - Appendix E and ICC/ANCI A117.1 - 2009 (Accessible & Usable Buildings and Facilities) and
 - 2012 International Existing Building Code
- 2012 International Residential Code including:
 - Appendix F (Radon Control Methods) &
 - G (Swimming Pools, Spas and Hot Tubs)
 - Chapters 11, 25 through 42 are not adopted

International Code Group (continued)
2012 Uniform Plumbing Code
including:

Appendices A, B & I

2012 International Mechanical Code

- 2012 International Fuel Gas Code,
- 2011 National Fire Protection Association 58 (Liquefied Petroleum Gas Code) &
- 2012 NFPA 54 (National Fuel Gas Code)

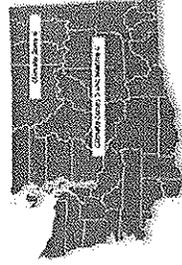
International Code Group (continued)
2012 Washington State Energy Code
(Based on the 2012 IECC)



Chapters 1-4 (RE) Residential Provisions
SF, Duplex, Townhouses, Apartment houses, etc.,
3 stories or less

Chapters 1-4 (CE) Commercial Provisions
Commercial buildings, Townhouses, Hotels buildings, etc.,
3 stories or greater

Washington State law requires that building energy efficiency requirements be increased by 60% by 2031



Changes to the WSEC

- Only one prescriptive option for residential construction
 - Stricter envelope and fenestration requirements
 - Additional documentation required for mechanical systems and insulation certification
 - 75% of permanently installed lighting shall be high-efficacy lamps

Chapter 14.80
Building &
Construction



- Part II - Building Official
 - No Changes Proposed
- Part III - Building Code
 - Minor technical corrections
 - 14.80.090 – building permits shall be required for all fences over seven feet in height from median grade



STAFF Recommendations for Building & Construction Code



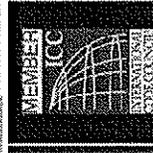
- Adopt the proposed amendments consistent with the state's adoption of the 2012 International Code Groups
- Adopt minor amendments proposed for the Lake Stevens Municipal Code

Carbon Monoxide Alarms



- Beginning January 1, 2011, state law required CO alarms to be installed in all new single family homes and residences, including apartments, condominiums, hotels, and motels.
- State law requires CO alarms be installed in existing apartments, condominiums, hotels, motels and single-family residences by January 1, 2013.
- Owner-occupied single-family residences, legally occupied before July 26, 2009, are not required to have CO alarms until they are sold. The seller is required to equip the residence with CO alarms before any other person legally occupies the home. *Substitute Senate Bill 6472 added CO alarms to the Purchase/Sale disclosure form in 2012.*
- Enforcement - Local code officials will check for compliance with the CO alarm installation requirements when a permit is required for new construction and most alterations, repairs or additions.

Building & Fire Code Relationship



- The IBC is a comprehensive governing code regulation of guidelines and standards for all building construction.
- The IFC is a comprehensive governing code regulation for the safeguarding of life and property from fire and explosion hazards. (Preventative/Maintenance Code)
- The IFC and IBC mirror and work together, and stand independently.

Chapter 14.84 Fire Code



- 14.84 LSMC Supersedes:
 - Key Boxes
 - Fire Hydrant standards
 - Fire Sprinklers
- IFC Appendices A, B & C related to Board of Appeals, Hydrant Standards & Fire Apparatus Access Roads are not adopted
- IFC Appendices J (Emergency Radio Communications) & K (Wildland & Urban Interface Code) are new

Chapter 14.84 Fire Code



- 14.84.150 Automatic Fire Extinguishing Systems
 - Brought into consistency with IFC
 - Incorporates NFPA 13 (minimum requirements for sprinklers), 13R (sprinkler standard for residential not SFR) and 13D (sprinkler standard for SFR) 2013 editions
- 14.84.170 Sprinkler System Monitoring Alarms
 - Brought into consistency with IFC
 - Incorporates NFPA 72 (fire alarms & signaling) 2013 edition.
 - Note: 2013 edition contains specific language pertaining to non-hard wire communication acceptance.

STAFF Recommendations for Fire Code



- Adopt proposed amendments consistent with Washington State adoption of the 2012 International Fire Code with NFPA 13 and 72, 2013 editions.

Staff Recommendation - Sprinklers

- Sprinklers, if required:
 - No change proposed to residential sprinklers
 - No change proposed from 10,000 sf for commercial sprinklers
- Consistent with the State's adoption, adopt commercial sprinkler requirements and IRC appendices R and S as appendices
 - Appendix R – If dwelling unit fire sprinkler's are required, design and install in accordance with 2012 International Residential Code.
 - Appendix S – States sprinklers are not mandatory. If a sprinkler system is to be installed in one and two family dwellings and townhouses, it shall be in accordance with Appendix R.

Any Questions for?



- Building Official – Larry Springer
- Fire Marshal – Robert Marshall
- Planning Staff – Becky Ableman, Director & Karen Watkins, Principal Planner



LAKE STEVENS CITY COUNCIL
STAFF REPORT

Council Agenda Date: July 22, 2013

Subject: Briefing – Final Shoreline Code Amendments (LUA2013-0073)

Contact Person/Department: Karen Watkins, Planning

Budget Impact: None

RECOMMENDATION(S)/ACTION REQUESTED OF COUNCIL: No action at this time as this is a briefing. A public hearing is scheduled for August 12, 2013.

SUMMARY: The City received final approval from Ecology for the Shoreline Master Program (SMP). Final code amendments to Chapter 14 Land Use Regulations need to be made for consistency with the Ecology-approved SMP.

BACKGROUND: Final Washington Department of Ecology approval of the City Council adopted SMP occurred on May 31, 2013. The new SMP became effective on June 14, 2013. With the final approval, final code amendments are required to retain consistency between the SMP and Title 14 Land Use Regulations. The code amendments are minor except for the complete removal of Chapter 14.92 Shoreline Management of which the information is included in the SMP. Many of the proposed amendments change the reference from Chapter 14.92 to reference the SMP.

DISCUSSION: The following code sections show the proposed code amendments using ~~strikeouts~~ for deletions and underlines for additions. Short sections of amendments are also highlighted. And ordinance will be included with the public hearing staff report.

14.08.010 Definitions of Basic Terms.

Shoreline Substantial Development. Any development of which the total cost or fair market value exceeds \$6,416((5,718)) (WSR 07-15-090), as adjusted for inflation by the Office of Financial Management every five years, or any development which materially interferes with the normal public use of the water or shorelines of the State; except that the types of development defined in Section 14.16C.100(c) shall not be considered substantial developments for the purpose of this chapter. A dock is not considered substantial development if the fair market value of the dock does not exceed \$10,000, but if subsequent construction having a fair market value exceeding \$2,500 occurs within five years of completion of the prior construction, the subsequent construction shall be considered a substantial development for the purpose of Chapter 14.92.

14.16A.220 Application Procedures.

- (a) This section describes the requirements for making application for review, including pre-application conferences, submittal requirements, and fees.
- (b) Applications for development permits and other land use actions shall be made to the Department of Planning and Community Development, except Type I applications shall be made to the department which has the decision making authority (see Section 14.16A.210(d)).
- (c) The property owner or any agent of the owner with authorized proof of agency may apply for a permit or approval under the type of process specified. Consent to the application must be made by the owners or lessees of property or persons who have contracted to purchase property. Signatures by agents of these parties may be accepted, if a letter from the party with ownership interest is submitted which authorizes the agent to sign the application in their name.

(d) Pre-Application Conferences.

(1) To achieve efficient and effective application of the requirements of this title, a pre-application conference between the applicant and the City staff is required for projects needing a conditional use permit, planned action certification and planned neighborhood developments.

(2) Pre-application conferences are highly recommended for applications requiring Type III, IV or V reviews, and/or design review. Pre-application conferences are optional for applications requiring Type I, II and VI reviews.

(3) Prior to submitting an application, the applicant may arrange a conference with Planning and Public Works staff to review the proposed action, to become familiar with City policies, plans and development requirements and to coordinate all necessary permits and procedures. Pre-application procedures and submittal requirements shall be determined by the Planning Director and available in the Department of Planning and Community Development.

(4) Since it is impossible for the conference to be an exhaustive review of all potential issues, the discussions at the conference shall not bind or prohibit the City's future application or enforcement of all applicable law.

(5) To request a pre-application conference, an applicant shall submit a set of preliminary plans to the City. The amount and quality of the information submitted is up to the applicant; however, better information provided initially is more likely to result in better feedback and discussion with Planning staff. At a minimum, the plans should include a basic layout of the proposal, including circulation, lot patterns and building locations, location of critical areas, and other site constraints.

(e) Submittal Requirements.

(1) The Planning Director shall specify submittal requirements, including type, detail, and number of copies, for an application to be complete. Submittal requirements for each permit application shall be available in the Department of Planning and Community Development. At a minimum the following shall be submitted with new applications:

- (i) General application form;
- (ii) Applicable fees;
- (iii) Environmental checklist (if not exempt);
- (iv) Applicable signatures, stamps or certifications;
- (v) All required items stated in the applicable development handouts.

(2) The Planning Director may waive in writing specific submittal requirements determined to be unnecessary for review of an application. Alternatively, the Planning Director may require additional material, such as maps, studies, or models, when the Planning Director determines such material is needed to adequately assess the proposed project and submits the request in writing to the applicant.

(3) Applications for shoreline substantial development permits shall include submittal of the supplemental requirements set forth in Chapter 7 of the Shoreline Master Program and Shoreline Permits application materials((Section 14.92.050)).

(f) Determination of Complete Application.

(1) The presumption established by this title is that all of the information set forth in the specified submittal checklists is necessary to satisfy the requirements of this section. However, each development is unique, and therefore the Planning Director may request additional information, if necessary, or may waive certain items if it is determined they are not necessary to ensure that the project complies with City requirements.

(2) The Planning Director shall make a determination of completeness pursuant to Section 14.16A.230(c).

(g) Consolidated Permit Process.

(1) When applying concurrently for a development that involves two or more related applications, individual permit numbers shall be assigned and separate permit fees shall be paid, but the applications shall be reviewed and processed collectively. A consolidated report setting forth the recommendation and decision shall be issued.

(2) Applications processed in accordance with subsection (g)(1) of this section, which have the same highest numbered procedure but are assigned different hearing bodies, shall be heard collectively by the highest decision maker(s). The City Council is the highest, followed by the Hearing Examiner and then the Design Review Board.

(3) No hearing or deliberation upon an application for a conditional use permit, subdivision, variance, planned neighborhood development, site plan review, administrative conditional use permit,

shoreline permit, or similar quasi-judicial or administrative action, which is inconsistent with the existing Zoning Map, shall be scheduled for the same meeting at which the required Zoning Map amendment will be considered by the Hearing Examiner or the City Council. This section is intended to be a procedural requirement applicable to such actions as noted in RCW [58.17.070](#).

(h) Application and Inspection Fees. Fees are set forth in a separate fees resolution adopted by the City Council.

14.16C.100 Shoreline Permits.

(a) ~~The Shoreline Master Program~~~~(This section)~~ describes the procedures and requirements for development within specified areas related to lakes, rivers, streams, wetlands, and floodplains, as required to implement the Shoreline Management Act, as amended, Chapter [90.58](#) RCW~~(, and as consistent with Chapter 14.92)~~.

(b) Permit Required. ~~Chapter 1, Section E.1 of the Shoreline Master Program describes when a~~~~(A)~~ substantial shoreline development permit is required for development that either materially interferes with the normal public use of the water or shorelines of the City~~(or exceeds a total cost or fair market value of \$5,718, or \$10,000 for docks, and is located within the shorelines of the City as defined in Section 14.92.010 and RCW 90.58.030)~~. The current shoreline areas are described below:

(1) Shoreline Areas. The shoreline areas are designated in the Shoreline Master Program and are generally described as:

(i) Lake Stevens, its underlying land, associated wetlands, and a line 200 feet landward at the line of ordinary high water (elevation 27 feet above sea level) plus the area within the one percent numerical probability floodplain (100-year floodplain) as defined by the best available data.

(ii) Catherine Creek for approximately one mile south of Hartford Drive NE, the confluence with the outflow from Lake Stevens, where the mean annual flow is 20.0 cubic feet per second or more, and the territory between 200 feet on either side of the tops of the banks, plus associated wetlands and the area within the one percent probability floodplain (100-year floodplain) as defined by the best possible data.

(iii) Little Pilchuck Creek within the urban growth area as the mean annual flow is 20.0 cubic feet per second or more in these areas, and the territory between 200 feet on either side of the tops of the banks, plus associated wetlands and the area within the one percent probability floodplain (100-year floodplain) as defined by the best possible data.

(2) Adjacent Areas. Those parcels of land adjacent to the shoreline areas involving projects and developments that overlap into the shoreline areas.

(c) Exemptions. Certain developments are exempt from the requirement to obtain a substantial development permit pursuant to WAC 173-27-040. An exempt development is only exempt from a shoreline permit, but is still subject to other provisions in this SMP and any other applicable federal, state and local rules and regulations. See Chapter 7, Subsection C.1 for a short summary of the types of developments which do not require substantial development permits (see WAC 173-27-040 for detailed descriptions).

~~((The following types of developments are exempt from the requirements of a shoreline substantial development permit but shall obtain a shoreline exemption under subsection (d)(1) of this section and comply with all other policies, plans, codes and regulations of the City and shall be consistent with the policy and intent of the Shoreline Management Act of 1971 and of this chapter and with the City's Shoreline Master Program:~~

~~(1) Normal maintenance or repair of existing structures or developments, including damage by accident, fire, or elements.~~

~~(2) Construction of the normal protective bulkhead common to single family residences.~~

~~(3) Emergency construction necessary to protect property from damage from the elements.~~

~~(4) Construction or modification of navigational aids such as markers and anchor buoys.~~

~~(5) Construction by an owner, lessee or contract purchaser of a single family residence for his own use or for the use of his family, which residence does not exceed a height of 35 feet above average grade level and which meets all requirements of the State agency or City government having jurisdiction, other than requirements imposed pursuant to Chapter [90.58](#) RCW and this title.~~

~~(6) Construction of a dock, including a community dock, designed for pleasure craft only, for the private noncommercial use of the owner, lessee, or contract purchaser of single and multiple family residences, when the fair market value of the dock does not exceed \$10,000, but if subsequent construction~~

having a fair market value exceeding \$2,500 occurs within five years of completion of the prior construction, the subsequent construction shall be considered a substantial development for the purpose of this section.

~~(7) Operation, maintenance, or construction of canals, waterways, drains, reservoirs, or other facilities that now exist or are hereafter created or developed as a part of an irrigation system for the primary purpose of making use of system waters, including return flow and artificially stored groundwater for the irrigation of lands.~~

~~(8) The marking of property lines or corners on State owned lands, when such marking does not significantly interfere with normal public use of the surface of the water.~~

~~(9) Operation and maintenance of any system of dikes, ditches, drains, or other facilities existing on September 8, 1975, which were created, developed, or utilized primarily as a part of an agricultural drainage or diking system.~~

~~(10) Site exploration and investigation activities that are prerequisite to preparation of an application for development authorization under this chapter, if:~~

~~(i) The activity does not interfere with the normal public use of the surface waters;~~

~~(ii) The activity will have no significant adverse impact on the environment including, but not limited to, fish, wildlife, fish or wildlife habitat, water quality, and aesthetic values;~~

~~(iii) The activity does not involve the installation of a structure, and upon completion of the activity the vegetation and land configuration of the site are restored to conditions existing before the activity;~~

~~(iv) A private entity seeking development authorization under this section first posts a performance bond or provides other evidence of financial responsibility to the local jurisdiction to ensure that the site is restored to preexisting conditions; and~~

~~(v) The activity is not subject to the permit requirements of RCW [90.58.550](#).~~

~~(11) The process of removing or controlling an aquatic noxious weed, as defined in RCW [17.26.020](#), through the use of an herbicide or other treatment methods applicable to weed control that are recommended by a final environmental impact statement published by the Department of Agriculture or the Department jointly with other State agencies under Chapter [43.21C](#) RCW.)~~

(d) Procedures.

(1) Applications for a shoreline exemption shall follow the procedures for a Type I review pursuant to Chapter [14.16B](#).

(2) Applications for a shoreline substantial development permit shall follow the procedures for a Type II review pursuant to Chapter [14.16B](#).

(3) Applications for a shoreline conditional use permit shall follow the procedures for a Type III review pursuant to Chapter [14.16B](#).

(4) Applications for a shoreline variance shall follow the procedures for a Type III review pursuant to Chapter [14.16B](#).

(5) Special Requirements. No final action or construction shall be taken until 21 days after notice of the final action taken by the City is filed with the Department of Ecology.

(e) Decision Criteria. All applications, including exemptions, shall comply with the [Shoreline Master Program](#). (~~WAC [173.27.140](#).~~)

~~(1) Shoreline Exemption. Types of developments outlined in subsection (e) of this section are exempt from the requirements of a shoreline substantial development permit but shall comply with all other policies, plans, codes and regulations of the City.~~

~~(2) Shoreline Substantial Development Permit. Shoreline substantial development permit applications shall be reviewed pursuant to WAC [173.27.150](#) and the following shoreline policies:~~

~~(i) A permit shall be granted only when the proposed development is consistent with the Lake Stevens Shoreline Master Program.~~

~~(ii) A permit shall be granted only when the proposed development is consistent with the policy of RCW [90.58.020](#).~~

~~(iii) Surface drilling for oil and gas is prohibited in the waters of Lake Stevens from on all lands within 1,000 feet landward from the ordinary high water mark.~~

~~(iv) A permit shall be denied if the proposed development is not consistent with the above enumerated policies.~~

~~(v) The granting of any shoreline development permit by the City shall be subject to the conditions imposed by the Shoreline Hearings Board.~~

~~(3) Shoreline Conditional Use Permit. Uses which are not classified or set forth in the Shoreline Master Program or use regulations may be allowed, provided the applicant can demonstrate that they meet the criteria outlined in WAC [173.27.160](#).~~

~~(4) Shoreline Variance. Relief may be granted from specific provisions of the Shoreline Master Program or shoreline use regulations, provided the applicant can demonstrate that the variance will meet the criteria outlined in WAC [173.27.170](#).)~~

(f) Administrative Provisions. Chapter 7 of the Shoreline Master Program establishes an administrative system designed to assign responsibilities for implementation of the Shoreline Master Program and to outline the process for review of proposals and project applications. All proposed shoreline uses and development, including those that do not require a shoreline permit, must conform to the Shoreline Management Act (SMA) (Chapter 90.58 Revised Code of Washington (RCW)) and to the policies and regulations of this SMP. Where inconsistencies or conflicts with other sections of the Lake Stevens Municipal Code (LSMC) occur, Chapter 7 of the Shoreline Master Program shall apply.

14.18.120 Decision Criteria.

In order to approve a binding site plan, the Department must find that the newly created lots function and operate as one site and that the binding site plan and record of survey comply and are consistent with the following provisions as well as any other applicable regulations as determined by the Department:

- (a) Requirements of this part;
- (b) Requirements for noise control, Chapter [9.56](#);
- (c) Requirements for public or private roads, right-of-way establishment and permits, access, and other applicable road and traffic requirements;
- (d) Compliance with fire lane, emergency access, fire-rated construction, hydrants and fire flow, and other requirements of Chapter [14.84](#);
- (e) Compliance with applicable construction code requirements, Chapter [14.80](#);
- (f) Compliance with applicable use and development standard requirements of this title;
- (g) Compliance with applicable shoreline management code requirements of the Shoreline Master Program~~((Chapter [14.92](#)))~~ and/or flood hazard area requirements of Chapter [14.64](#);
- (h) Compliance with environmental policies and procedures and critical areas regulations of Title [16](#) and Chapter [14.88](#);
- (i) Compliance with applicable drainage requirements of Chapter [14.64](#);
- (j) Compliance with applicable impact fee requirements;
- (k) Provisions for adequate sewer service, water supply and refuse disposal; and
- (l) Any other applicable provision of this title.

14.36.060 Shoreline Environment Designation.

The shoreline environment designation is hereby established as an “overlay” district, meaning that these districts are overlaid upon other districts and the land so encumbered may be used in a manner permitted in the underlying district only if and to the extent such use is also permitted in the applicable overlay district and a shoreline development permit has been granted, if necessary, pursuant to the Shoreline Master Program~~((Chapter [14.92](#)))~~, where this district is further described.

14.40.010 Table of Permissible Uses.

Table 14.40-I, the Table of Permissible Uses, under Use Description 6.000 Recreation, Amusement, Entertainment to be amended and addition of three new footnotes as shown on the following pages.

TABLE 14.40-I: TABLE OF PERMISSIBLE USES BY ZONES⁶

A blank box indicates a use is not allowed in a specific zone. Note: Reference numbers within matrix indicate special conditions apply. P - Permitted Use; A - Administrative Conditional Use; C - Conditional Use (See Section 14.40.020 for explanation of combinations)														
USE DESCRIPTIONS	SR	WR	UR	HUR	MFR	NC ⁴	LB	CBD	MU ¹	PBD ⁵	SRC	LI	GI	P/SP
6.000 RECREATION, AMUSEMENT, ENTERTAINMENT														
6.100 Activity Conducted Primarily Within Building or Substantial Structure, Except Those Uses Described in 6.300														
6.110 Bowling alleys, skating rinks, indoor tennis and squash courts, billiard and pool halls, indoor athletic and exercise facilities and similar uses							PA	PA	PA	P	PA	PC	PC	PA
6.120 Movie theaters														
6.121 Seating capacity of not more than 300							PA	PA	PA	P	P			PA
6.122 Unlimited seating capacity							PA	PA	PA	P	P			PA
6.130 Coliseums, stadiums, and all other facilities listed in the 6.100 classification designed to seat or accommodate simultaneously more than 1,000 people										P	P	PC	PC	C
6.200 Activities Conducted Primarily Outside Enclosed Buildings or Structures, Except Those Uses Described in 6.300, 6.400, or 6.500														
6.210 Privately owned outdoor recreational facilities such as	C	C	C	C	C		PA	PA	PA	P		PA	PA	PA

	golf and country clubs, swimming or tennis clubs, etc., not constructed pursuant to a permit authorizing the construction of some residential development														
6.220	Publicly owned and operated outdoor recreational facilities such as athletic fields, golf courses, tennis courts, swimming pools, parks, etc., not constructed pursuant to a permit authorizing the construction of another use such as a school	C	C	C	C	C	PA	PA	PA	PA	P	P	PA	PA	PA
6.230	Golf driving ranges not accessory to golf courses, par 3 golf courses, miniature golf courses, skateboard parks, water slides, and similar uses										P	PA	PA	PA	PA
6.240	Horseback riding; stables (not constructed pursuant to permit authorizing residential development)												A	A	A
6.250	Automobile and motorcycle racing tracks													A	
6.260	Drive-in movie theaters											A		A	
6.300	Indoor or Outdoor Recreational Activities Compatible with Regional Recreation Facilities and/or Intended to Cater to Users of Such Facilities										P		PA	PA	PA
6.400	Over-Water or In-Water Structures, Other Than Boathouses or Boat Shelters, Accessible from Shore ¹⁸														
6.410	Privately owned, used by		P					C							

	owner(s) of property only														
6.415	Privately owned, used by public ¹⁹							<u>C</u>							
6.420	Publicly owned, used by public		A					C							A
6.500	Boathouses or Boat Shelters														
6.600	Over-Water or In-Water Structures, Other Than Boathouses or Boat Shelters, Inaccessible from Shore ^{18, 19}														
6.610	Privately owned, used by owner(s) of property only		<u>P</u>												
6.620	Publicly owned, used by public		A												A
6.700	Marina ¹⁸							<u>C</u>							
6.800	Accessory Uses to a Boating Facility ^{18, 20}							<u>C</u>							

¹⁸ These structures are regulated by the Shoreline Master Program, Shoreline Management Act and Title 14.

¹⁹ Allowed structures are jet ski lifts, boatlifts, and boatlift canopies. Temporary inflatable recreational equipment is allowed between May 1 and September 30. New recreational floats and swimming platforms are prohibited.

²⁰ Accessory uses in support of boating facilities may include fuel docks and storage, boating equipment sales and rental, wash-down facilities, fish cleaning stations, repair services, public launching, bait and tackle shops, potable water, waste disposal, administration, parking, groceries, and dry goods.

14.48.040 Building Setback Requirements.

(a) Table 14.48-I sets forth the minimum building and freestanding sign setbacks required from lot lines, ultimate street rights-of-way and street centerlines.

(1) If the ultimate street right-of-way line is readily determinable (by reference to the Comprehensive Plan Transportation Plan, a recorded map, set irons, adopted plan, or other means), the setback shall be measured from the ultimate right-of-way line. If it is not so determinable, the setback shall be measured from the actual street centerline.

(2) As used in this section, the term “lot boundary line” refers to all easements and lot boundaries other than those that abut streets. Setbacks from access easements and access tracts are considered lot boundary line setbacks.

(3) As used in this section, the term “building” includes any substantial structure which by nature of its size, scale, dimensions, bulk, or use tends to constitute a visual obstruction or generate activity similar to that usually associated with a building. It also includes any element that is substantially a part of the building, such as eaves, bay windows and chimneys, and not a mere appendage, such as a flagpole. Without limiting the generality of the foregoing, for the purpose of determining setbacks the following structures are to be considered buildings:

- (i) Gas pumps and overhead canopies or roofs;
- (ii) Fences and hedges taller than 42 inches.

(b) Whenever a lot in a residential district abuts a nonresidential district, and its required setback is greater than that of the nonresidential lot, the nonresidentially zoned lot shall observe the more restrictive setback. Where a lot zoned General or Light Industrial shares a boundary with a residentially zoned lot, the setback for the industrial property along that common boundary shall be 30 feet.

(c) In the High Urban Residential District, one five-foot interior side yard setback of a lot may be reduced to a zero feet for portions of the house that shares a common wall with the home on the adjacent lot. Portions of a house which do not share a common wall must be setback a minimum of five feet. The Fire and Building Codes have special building requirements which must be met when setbacks are less than five feet.

(d) All docks and other permissible overwater structures shall be set back pursuant to the Shoreline Master Program, Chapter 4, Section C.3 (a minimum of 20 feet from side property lines). For the purposes of this section each property line extending into the lake shall be construed as extending perpendicular from the shore from the point at which they leave the shore.

14.64.025 Conformance with Chapter 14.88 (Critical Areas), ~~(Chapter 14.92 (Shoreline Management),)~~ Section 14.16C.100 (Shoreline Permits), and the Shoreline Master Program.

Uses permitted within regulatory floodplain must also be consistent with Chapter 14.88, ~~(Chapter 14.92,)~~ Section 14.16C.100 and the Shoreline Master Program. Wherever regulations conflict in these chapters, the more restrictive provisions shall prevail. The intent of this section is to prevent development that is inconsistent with Chapter 14.88, ~~(Chapter 14.92,)~~ Section 14.16C.100 and the Shoreline Master Program even though it may seem permissible according to the regulations of this chapter.

14.88.430 Requirements.

(a) Except as provided in this subsection, a 50-foot buffer shall be required for all regulated activities adjacent to fish and wildlife conservation areas. All buffers shall be measured from the fish and wildlife conservation area boundary as surveyed in the field. The width of the buffer may be increased depending on the habitat value and the proposed land use.

(b) Buffer widths may be increased based on recommendations by the Department of Fish and Wildlife based on their Management Recommendations for Priority Habitats and Species.

(c) To retain the natural functions of streams and stream corridors, the following streamside buffers shall be maintained:

(1) For ravines with banks greater than 10 feet in depth, maintain the existing or native vegetation within the ravine and a strip 25 feet from the top of the bank;

(2) Where there is no ravine or the bank is less than 10 feet in depth, maintain existing or native vegetation on both sides of the stream as measured from the ordinary high water mark (OHWM), in accordance with Table 14.88-I, which sets forth the required buffer widths based on classification of stream

types:

Table 14.88-I: Stream Buffer Width

Stream Type	Buffer
S	150 feet
F	100 feet
Np	50 feet
Ns	50 feet

(d) Widths shall be measured outward in each direction, on the horizontal plane, from the ordinary high water mark, or from the top of the bank if the ordinary high water mark cannot be identified, or from the outer edge of the channel migration zone when present.

(e) The Planning and Community Development Director may modify the buffer widths in the above table in accordance with the following:

(1) Buffer widths may be increased as necessary to fully protect riparian functions. For example, the buffer may be extended to the outer edge of the floodplain or windward into an area of high tree blow-down potential as determined by an arborist.

(2) Buffer widths may be reduced in exchange for restoration and enhancement of degraded areas in accordance with an approved plan, or for buffer averaging in accordance with Section [14.88.275](#) and subsection (e)(4) of this section.

(3) If the stream enters an underground culvert or pipe, and is unlikely to ever be restored aboveground, the Planning and Community Development Director may waive the buffer along the undergrounded stream; provided, that where the stream enters and emerges from the pipe the opposite outer edges of the buffer shall be joined by a radius equal to the buffer width, with said radius projecting over the piped stream.

(4) Stream buffer widths may be modified by averaging. In no instance shall the buffer width be reduced by more than 25 percent of the standard buffer. Stream buffer width averaging shall only be allowed when the applicant demonstrates the following:

(i) A site-specific evaluation and documentation of buffer adequacy is based on consideration of the best available science as described in Section [14.88.235](#); and

(ii) A buffer enhancement plan is proposed that would significantly improve the functions and values of the stream buffer(s); and

(iii) The averaging will not impair or reduce the habitat, water quality purification and enhancement, stormwater detention, groundwater recharge, shoreline protection and erosion and other functions and values of the stream and buffer.

(5) Buffer widths may be modified if the subject property is separated from the stream channel by pre-existing, intervening, and lawfully created structures, public roads, or other substantial pre-existing intervening improvements. The intervening structures, public roads, or other substantial improvements must separate the subject upland property from the stream channel by height or width, preventing or impairing the delivery of buffer functions to the steam channel. In such cases, the reduced buffer width shall reflect the buffer functions that can be delivered to the stream channel.

(f) Development in the shorelines of State-wide significance is regulated under the City's State-approved Shoreline Master Program (SMP). ~~((Because such shorelines are considered fish and wildlife conservation areas, they are also regulated under this chapter. Accordingly, the setbacks of subsection (a) of this section shall apply when there are no setbacks specified in the SMP, and the more restrictive setbacks shall apply when there are setbacks specified in both the SMP and this chapter.))~~

(g) To protect the natural functions and aesthetic qualities of a stream and stream buffer, a detailed temporary erosion control plan which identifies the specific mitigating measures to be implemented during construction to protect the water from erosion, siltation, landslides and hazardous construction materials

shall be required. The City shall review the plan with the appropriate State, Federal and tribal agencies and any adjacent jurisdiction.

~~((Chapter 14.92
SHORELINE MANAGEMENT~~

Sections:

- ~~[14.92.010](#) Definitions~~
- ~~[14.92.020](#) Administration~~
- ~~[14.92.030](#) Repealed~~
- ~~[14.92.040](#) Requirements for Exempted Developments~~
- ~~[14.92.050](#) Supplemental Application Requirements for a Shoreline Development Permit~~
- ~~[14.92.060](#) Fees~~
- ~~[14.92.070](#) Processing Requirements~~
- ~~[14.92.080](#) Repealed~~
- ~~[14.92.090](#) Hearing~~
- ~~[14.92.100](#) Duties of Hearing Examiner~~
- ~~[14.92.110](#) Repealed~~
- ~~[14.92.120](#) Effective Date of Permit~~
- ~~[14.92.130](#) Variances and Conditional Uses~~
- ~~[14.92.140](#) Appeals~~
- ~~[14.92.150](#) Modification or Rescission of Permit~~
- ~~[14.92.160](#) Permit Expiration and Extension~~
- ~~[14.92.170](#) Reapplication~~

~~14.92.010 Definitions.~~

~~Definitions contained in the Washington State Shoreline Management Act of 1971 shall apply to all terms and concepts used in this title; provided, that shoreline related definitions contained in Chapter [14.08](#) shall be applicable where not in conflict with the Washington State Shoreline Management Act of 1971.~~

~~14.92.020 Administration.~~

- ~~(a) Map. Shorelines of the State located within Lake Stevens shall be designated on an official map to be kept in City Hall.~~
- ~~(b) Administration. The Planning Director as the Shoreline Administrator is vested with the duty of administering the rules and regulations relating to shoreline management and may prepare and require the use of such forms as are essential to such administration.~~
- ~~(c) Compliance with Other Laws. Nothing in this title shall be construed as excusing a developer from compliance with any other local, State, or Federal statute, ordinance or regulation applicable to a proposed development.~~
- ~~(d) Enforcement and Penalty. The Lake Stevens City Attorney shall bring such criminal injunctive, declaratory, or other actions as are necessary to ensure that no uses are made of the shorelines of the City located within the City in conflict with provisions, policy, or intent of this chapter or the Shoreline Management Act of 1971. Procedures for enforcement action and penalties shall be as specified in WAC [173-27-240](#) through [173-27-310](#).~~

~~14.92.030 Development Exempted from the Shoreline Development Permit Requirement.~~

~~14.92.040 Requirements for Exempted Developments.~~

~~Any development or substantial development exempted from obtaining a shoreline development permit by Section [14.16C.100\(c\)](#) (Development Exempted from the Shoreline Development Permit Requirement) shall be consistent with the policy and intent of the Shoreline Management Act of 1971 and of this chapter and with the City's Shoreline Master Program.~~

~~14.92.050 Supplemental Application Requirements for a Shoreline Development Permit.~~

~~In addition to the application requirements of the specified submittal checklist, any person applying for a~~

~~shoreline substantial development permit, shoreline conditional use permit, or shoreline variance shall submit with their land use development application the following information:~~

- ~~(a) The name, address and phone number of the applicant, applicant's representative and property owner;~~
- ~~(b) The location and legal description of the proposed shoreline substantial development;~~
- ~~(c) Name of the shoreline (water body) associated with proposal;~~
- ~~(d) A general description of the vicinity of the project (at least 400 feet) including adjacent uses, structures and improvements, intensity of development and physical characteristics;~~
- ~~(e) The present and intended use of the property and a description of the proposed shoreline substantial development project, including proposed use(s) and activities necessary to accomplish the project;~~
- ~~(f) A site development plan consisting of maps and elevation drawings, drawn to an appropriate scale to depict clearly all required information, and including photos or text, as required. The following information will be provided on a site plan map:
 - ~~(1) Land contours, using five foot contour intervals; if project includes grading, filling or other alteration of contours, then either:
 - ~~(i) Show both existing and proposed contours on a single map, clearly indicating which is which, and include subsections (f)(2) through (13) of this section; or~~
 - ~~(ii) Provide two or more maps, one showing existing contours, including subsections (f)(2) through (6) of this section, and the others showing proposed contours, including subsections (f)(7) through (13) of this section;~~~~
 - ~~(2) Dimensions, including height, size and location of existing and proposed structures and improvements, including but not limited to buildings, paved or gravel areas, roads, utilities, septic tanks and drainfields, material stockpiles or surcharge, and stormwater management facilities;~~
 - ~~(3) Ordinary high water mark;~~
 - ~~(4) Beach type: sand, mud, gravel, etc.;~~
 - ~~(5) Width of setback, side yards;~~
 - ~~(6) Delineate all critical areas including lakes, streams and wetland areas and their buffers and identify those to be altered or used as part of development;~~
 - ~~(7) General indication of character of vegetation found on the site;~~
 - ~~(8) Proposed temporary and permanent fill areas (state quantity, source and composition of fill);~~
 - ~~(9) Proposed excavated or dredged areas (state quantity, composition and destination of material);~~
 - ~~(10) A landscaping plan for the project, if applicable;~~
 - ~~(11) Plans for mitigation on or off the site for impacts associated with project, if applicable;~~
 - ~~(12) A depiction of impacts to views from existing residential uses and public areas, where applicable; and~~
 - ~~(13) For variances, clearly show on plans where development could occur without approval of variance, the physical features and circumstances on the property that provide a basis for request and location of adjacent structures and uses;~~~~
- ~~(g) Total value of all construction and finishing work for which the permit will be issued, including all permanent equipment to be installed on the premises;~~
- ~~(h) Approximate dates of construction initiation and completion;~~
- ~~(i) Short statement explaining why this project needs a shoreline location and how the proposed development is consistent with the policies of the Shoreline Management Act of 1971;~~
- ~~(j) Listing of any other permits for this project from State, Federal or local government agencies for which the applicant has applied or will apply;~~
- ~~(k) Any additional material or comments concerning the application which the applicant wishes to submit may be attached to the application on additional sheets; and~~
- ~~(l) Property owners of record within 300 feet of project site in electronic table format.~~

14.92.060 Fees.

The fees for each proposed shoreline exemption, shoreline substantial development, shoreline conditional use, or shoreline variance permit shall be set by resolution.

14.92.070 Processing Requirements.

(a) ~~Shoreline substantial development permits shall be processed as a Type II review, and shoreline conditional use permits and shoreline variances shall be processed as a Type III review, pursuant to Chapters [14.16A](#) and [14.16B](#), conforming to the requirements of RCW [90.58.140](#)(4).~~

(b) ~~Each permit issued shall include a provision that construction pursuant to the permit shall not begin and is not authorized until 21 days from date of filing as defined in RCW [90.58.140](#)(6) and WAC [173-27-130](#), or until all review proceedings initiated within 21 days from date of filing have been terminated, except as provided in RCW [90.58.140](#)(5)(a) and (b).~~

(c) ~~The Washington Department of Ecology shall review the permit submitted by the City and approve, approve with conditions or disapprove permit within 30 days of the date of submittal by City. (WAC [173-27-200](#)(1))~~

14.92.080 Policies.

~~Repealed by Ord. 811.~~

14.92.090 Hearing.

~~Within a reasonable time after the filing of an application for a shoreline development permit, the Hearing Examiner shall consider such application at a meeting, notice of which shall be given as per Section [14.16A.225](#) (Noticing Requirements).~~

14.92.100 Duties of Hearing Examiner.

~~The Hearing Examiner shall consider the proposed substantial development based on information from: the application; written comments from interested persons; the advice of the various City departments; independent study of the Hearing Examiner; and views expressed by the public. The Hearing Examiner may request an applicant furnish information concerning a proposed substantial development in addition to information required in an application. The Hearing Examiner shall formulate findings of fact and a decision, based on the decision criteria enumerated in Section [14.16C.100](#)(e). The Hearing Examiner shall transmit its recommendations in writing, together with a statement setting forth the factors considered, and an analysis of the findings considered by him to be controlling, to the Shoreline Hearings Board within 14 days following the Hearing Examiner meeting.~~

14.92.110 Notification of Decision.

~~Repealed by Ord. 811.~~

14.92.120 Effective Date of Permit.

~~No person shall begin substantial development of any part of the shorelines of the State located within the City of Lake Stevens for at least 21 days pursuant to Section [14.92.070](#)(b).~~

14.92.130 Variances and Conditional Uses.

~~The City's shoreline master program shall contain provisions to allow for the varying of the application of use regulations of the program, including provisions for permits for conditional uses and variances to ensure that strict implementation of the shoreline master program will not create unnecessary hardships or thwart the policy enumerated in this chapter or in Section 2 of the Shoreline Management Act of 1971 (RCW [90.58.020](#)). Any such varying shall be allowed only if extraordinary circumstances are shown and the public interest suffers no substantial detrimental effect.~~

14.92.140 Appeals.

~~Any person aggrieved by the granting, denying or rescinding of a shoreline permit may seek review by filing a request for review with the Shoreline Hearings Board, the Department of Ecology, and the Attorney General within 21 days of receipt of the decision pursuant to WAC [461-08-340](#). The City may appeal to the Shoreline Hearings Board any rules, regulations, guidelines, designations, or master programs for shorelines of the State adopted or approved by the Department of Ecology within 30 days of the date of adoption or approval.~~

14.92.150 Modification or Rescission of Permit.

~~The Hearing Examiner shall retain continuing jurisdiction over permits which it issues. It may modify or rescind any shoreline development permit if it finds that a permittee has not complied with the conditions of a permit. The Hearing Examiner shall hold a public hearing and make findings of fact relating to a permit in question before it may take action to modify or rescind the permit.~~

~~14.92.160 Permit Expiration and Extension.~~

~~Shoreline permits are valid for five years. A shoreline permit shall become void two years from the date of its issuance when substantial work on the authorized shoreline development has not been initiated within that time period. However, and consistent with RCW [90.58.143\(2\)](#), the City may authorize a single extension for a period not to exceed one year based on reasonable factors, if a request for extension has been filed before the expiration or void date and notice of the proposed extension is given to parties of record on the shoreline permit and to the Department of Ecology.~~

~~14.92.170 Reapplication.~~

~~After the final action regarding the denial of a shoreline development permit, a reapplication for such a permit involving substantially the same development on the same property shall not be accepted for consideration for a period of six months.))~~

APPLICABLE CITY POLICIES: Shoreline Master Program and Chapter 14.92 LSMC.

BUDGET IMPACT: No budget impact.

ATTACHMENT: None



LAKE STEVENS CITY COUNCIL
STAFF REPORT

Council Agenda Date: July 22, 2013

Subject: Briefing – Permissible Uses Code Amendments (LUA2013-0001)

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

RECOMMENDATION(S)/ACTION REQUESTED OF COUNCIL: No action at this time as this is a briefing. A public hearing is scheduled for August 12, 2013.

SUMMARY: The City received a code amendment request from a private party related to allowing automobile sales and rental in the Local Business Zone with specific limitations.

DISCUSSION: The following code sections show the proposed code amendments using strikeouts for deletions and underlines for additions.

LSMC 14.40.010, Table 14:40-I Table of Permissible Uses by Zones

Propose to add a “P¹⁷” in the “LB” column to Use Description “9.100 Motor Vehicle Sales or Rental; Mobile Home Sales” and adding the following footnote to the table to read as follows:

¹⁷ Only permitted in the Local Business zone on a road designated as a state route or state highway.

COMMENTS RECEIVED TO DATE: No comments have been received to date.

APPLICABLE CITY POLICIES: Chapter 14.40 Permissible Uses

BUDGET IMPACT: No budget impact.

ATTACHMENT: None



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LAKE STEVENS CITY COUNCIL
STAFF REPORT

Council Agenda Date: July 22, 2013

Subject: 2013 Budget Amendment #3

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

RECOMMENDATION(S)/ACTION REQUESTED OF COUNCIL:

Approve Ordinance No. 899 Amending Ordinance No. 883

SUMMARY/BACKGROUND:

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

Detailed explanations of the changes requested are described below:

General Fund - 001

The increased revenues are partly due to the Boating Safety grant funds in the amount of \$18,261. A portion of these funds were budgeted to be received in 2012 (\$12,636) but were not receipted until 2013. The remainder (\$5,625) is additional funding granted by the Federal Parks Dept for boat safety. Additional increases in revenue include a reimbursement of training costs (\$1,800) by the Dept of Treasury for specialized detective training and a donation made to the Art Commission for the Movie in the Park event. The increase in expenditures is mostly due to the correlating expenses related to the increased revenue line items. The additional increase (\$2,000) is for Lexipol daily training bulletins as recommend through the LEMAP process. The ending fund balance reflects these changes.

Street Fund - 101

The increased revenues are due to the TIB grants awarded to the City for the installation of School Zone flashing beacons (\$24,000). The increased expenditures are for the purchase and installation of the beacons.

PWTF 2006 - 207

The increased revenues and expenditures (\$25,865) are due to the increased debt service payments required due to the additional (final) draws made by the Sewer District on this loan. The draw amounts were included in a previous budget amendment, yet neither the payment nor transfers in and out were. This loan is fully funded by the Sewer District.

PWTF 2008 - 209

The increased revenues and expenditures (\$32,485) are due to the increased debt service payments required due to the additional (final) draws made by the Sewer District on this loan. The draw amounts were included in a previous budget amendment, yet neither the payment nor transfers in and out were. This loan is fully funded by the Sewer District.

Sewer – 401

The increased revenues (\$58,350) are due to increased payments from the Sewer District to the City and the increased expenditures (\$58,350) are due to the increased transfers needed for debt service payments on PWTF 2006 and PWTF 2008 required due to the additional (final) draws made by the Sewer District on the loan. These loans are fully funded by the Sewer District.

Capital Project Equipment Fund – Police - 520

The increased revenues are due to the increased contribution for future boat replacement. The funding is a portion of the additional boating safety fund received (\$1,000). The ending fund balance reflects these changes.

APPLICABLE CITY POLICIES:

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

BUDGET IMPACT:

The budget ordinance will amend the beginning and ending balances, and revenues and expenditures in the funds set forth in the ordinance.

ATTACHMENTS:

- ▶ Exhibit A: Ordinance No. 899

**CITY OF LAKE STEVENS
 LAKE STEVENS, WASHINGTON
 ORDINANCE NO. 899**

AN ORDINANCE OF THE CITY OF LAKE STEVENS, WASHINGTON, AMENDING THE 2013 BUDGET AS SET FORTH IN ORDINANCE NO. 883 CONCERNING FUND BALANCES AND EXPENDITURES FOR VARIOUS FUND BALANCES FOR THE YEAR 2013.

WHEREAS, the City of Lake Stevens adopted the 2013 budget pursuant to Ordinance No. 883; and

WHEREAS, the City of Lake Stevens will incur expenditures in categories and amounts other than anticipated in the adopted 2013 budget;

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

SECTION 1. The 2013 budget, as adopted in Ordinance No. 883, is hereby amended as follows:

<i>Fund</i>	<i>Description</i>	<i>Current Budget</i>	<i>Amended Budget</i>	<i>Amount of Inc/(Dec)</i>	<i>ExpRev</i>
001 - General	Revenues	\$7,918,815	\$7,941,265	\$22,450	Rev.
001 - General	Expenditures	\$7,998,340	\$8,010,154	\$11,814	Exp.
001 - General	Ending Fund Balance	\$4,549,329	\$4,559,965	\$10,636	EndBal.
101 - Street	Revenues	\$2,118,685	\$2,142,685	\$24,000	Rev.
101 - Street	Expenditures	\$1,825,505	\$1,849,505	\$24,000	Exp.
207 - PWTF 2006	Revenues	\$761,458	\$787,323	\$25,865	Rev.
207 - PWTF 2006	Expenditures	\$761,458	\$787,323	\$25,865	Exp.
209 - PWTF 2008	Revenues	\$1,063,685	\$1,096,170	\$32,485	Rev.
209 - PWTF 2008	Expenditures	\$1,063,685	\$1,096,170	\$32,485	Exp.
401 - Sewer	Revenues	\$1,379,199	\$1,437,549	\$58,350	Rev.
401 - Sewer	Expenditures	\$1,396,476	\$1,454,826	\$58,350	Exp.
520 - Equip Fund Police	Revenues	\$107,000	\$108,000	\$1,000	Rev.
520 - Equip Fund Police	Ending Fund Balance	\$207,491	\$208,491	\$1,000	EndBal.

SECTION 2. Except as set forth above, all other provisions of Ordinance 883 shall remain in full force, unchanged.

SECTION 3. Effective Date and Publication. A summary of this ordinance consisting of its title shall be published in the official newspaper of the City. This ordinance shall take effect and be in force five (5) days after the date of publication.

PASSED by the City Council of the City of Lake Stevens this 12th day of August, 2013.

 Vern Little, Mayor

ATTEST/AUTHENTICATION:

 Norma J. Scott, City Clerk/Admin Asst

APPROVED AS TO FORM:

First and Final Reading:
Published:
Effective:

Grant Weed, City Attorney