

**City of Lake Stevens Mission Statement**



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

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



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**REGULAR CITY COUNCIL MEETING AGENDA**  
**Lake Stevens School District Educational Service Center (Admin. Bldg.)**  
**12309 22<sup>nd</sup> Street NE, Lake Stevens**  
**Monday, July 25, 2011 - 7:00 p.m.**

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

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

**ROLL CALL:**

**GUEST BUSINESS:** A. Department of Transportation – Bickford SR2, SR9 RDP.

**CONSENT AGENDA:**

*A.	Approve July 2011 vouchers.	Barb
*B.	Approve minutes of July 11, 2011 regular Council meeting.	Norma
*C.	Final project acceptance for 20 <sup>th</sup> Street SE, west end overlay.	Mick
*D.	Approve Amendment to Narcotics Task Force Interlocal.	Randy
*E.	Approve Interlocal Agreement with Snohomish County for vehicle maintenance.	Randy

**ACTION ITEMS:**

*A.	Approve Interlocal Agreement for Police Skill Refresher.	Randy
*B.	Approve Resolution No. 2011-9, fees amendment.	Norma
*C.	Annexation Interlocal Agreement with Lake Stevens Sewer District.	Jan

**DISCUSSION ITEMS:**

**COUNCIL PERSON'S BUSINESS:**

**MAYOR'S BUSINESS:**

**STAFF REPORTS:**

**Lake Stevens City Council Regular Meeting Agenda**

**July 25, 2011**

**INFORMATION  
ITEMS:**

**EXECUTIVE  
SESSION:**

- A. Potential litigation.

**ADJOURN:**

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\* 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.*

**BLANKET VOUCHER APPROVAL  
 2011**

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

Payroll Direct Deposits	<b>904500-904559</b>	<b>\$124,873.69</b>
Payroll Checks	<b>32083-32085</b>	<b>\$5,192.39</b>
Claims	<b>32086-32166</b>	<b>\$357,316.09</b>
Electronic Funds Transfers	<b>352-355</b>	<b>\$4,969.60</b>
Void Checks		
Tax Deposit(s)	<b>7/15/2011</b>	<b>\$44,830.86</b>
Total Vouchers Approved:		<b>\$537,182.63</b>

**This 25th day of July 2011:**

\_\_\_\_\_  
 Mayor

\_\_\_\_\_  
 Councilmember

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

\_\_\_\_\_  
 Councilmember

\_\_\_\_\_  
 Councilmember

\_\_\_\_\_  
 Councilmember



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**Direct Deposit Register**

14-Jul-2011

**Wells Fargo - AP**

**Lake Stevens**

**Direct Deposits to Accounts**

14-Jul-2011	<u>Vendor</u>	<u>Source</u>	<u>Amount</u>	<u>Draft#</u>	<u>Bank Name</u>	<u>Transit</u>	<u>Account</u>
9407	Department of Retirement (Pers	C	\$3,758.50	352	Wells Fargo	121000248	4159656917
9408	NATIONWIDE RETIREMENT SOL	C	\$698.25	353	Wells Fargo	121000248	4159656917
9405	Wash State Support Registry	C	\$428.50	354	Wells Fargo	121000248	4159656917
<b>Total:</b>			\$4,885.25		<b>Count:</b>	3.00	

***Direct Deposit Summary***

<u>Type</u>	<u>Count</u>	<u>Total</u>
C	3	\$4,885.25

**Pre-Note Transactions**

**Direct Deposit Register**

18-Jul-2011

Wells Fargo - AP

**Lake Stevens**

**Direct Deposits to Accounts**

18-Jul-2011	<u>Vendor</u>	<u>Source</u>	<u>Amount</u>	<u>Draft#</u>	<u>Bank Name</u>	<u>Transit</u>	<u>Account</u>
9362	Department of Revenue	C	\$84.35	355	Wells Fargo	121000248	4159656917
<b>Total:</b>			\$84.35		<b>Count:</b>	1.00	

***Direct Deposit Summary***

<i>Type</i>	<i>Count</i>	<i>Total</i>
C	1	\$84.35

**Pre-Note Transactions**

# Detail Check Register

12-Jul-11

Lake Stevens

Check No	Check Date	VendorNo	Vendor			Check Amount
<b>32086</b>	<b>12-Jul-11</b>	<b>13314</b>	<b>Cash</b>			<b>\$200.00</b>
Ord 857			Funds for Cash box at PD	\$200.00	\$0.00	\$200.00
001000101000000			Cash	\$200.00		
<b>32087</b>	<b>12-Jul-11</b>	<b>13833</b>	<b>Deborah J Rhodes</b>			<b>\$4,002.00</b>
Final Pmt			Final pmt-Artwork The Dance	\$4,002.00	\$0.00	\$4,002.00
112013575306400			Art - Public Art Acquisition	\$4,002.00		
<b>Total Of Checks:</b>						<b>\$4,202.00</b>

# Detail Check Register

21-Jul-11

Lake Stevens

Check No	Check Date	VendorNo	Vendor	Check Amount	
<b>32088</b>	<b>25-Jul-11</b>	<b>13695</b>	<b>Aabco Barricade &amp; Sign Co</b>		<b>\$2,545.58</b>
89157			DOE Recycle Grant - Event Signage	\$503.90	\$0.00
		001010576693101	DOE - Coord Prevent - G1000456	\$503.90	
89195			Supplies	\$2,041.68	\$0.00
		101016542004800	Street Fund - Repair & Mainten	\$2,041.68	
<b>32089</b>	<b>25-Jul-11</b>	<b>13853</b>	<b>Aimee Zoe Tubbs</b>		<b>\$500.00</b>
08/18/11			Music by the Lake 8/18/11	\$500.00	\$0.00
		001010575304900	Arts Commission	\$500.00	
<b>32090</b>	<b>25-Jul-11</b>	<b>12540</b>	<b>ALLIED WASTE SERVICES #197</b>		<b>\$247.00</b>
0197-001359189			Dumpster services	\$247.00	\$0.00
		001010576803103	Parks-Lundeen-Operating Costs	\$234.74	
		001010576804500	Parks - Equipment Rental	\$12.26	
<b>32091</b>	<b>25-Jul-11</b>	<b>12540</b>	<b>ALLIED WASTE SERVICES #197</b>		<b>\$343.84</b>
0197-001359436			Dumpster services	\$343.84	\$0.00
		101016542003102	Street Fund Operating Costs	\$329.64	
		101016542004500	Street Fund - Rentals/Leases	\$14.20	
<b>32092</b>	<b>25-Jul-11</b>	<b>12540</b>	<b>ALLIED WASTE SERVICES #197</b>		<b>\$103.30</b>
0197-001359821			Dumpster services	\$103.30	\$0.00
		001013519903100	General Government - Operating	\$90.97	
		001013519904500	General Government-Equip Renta	\$12.33	
<b>32093</b>	<b>25-Jul-11</b>	<b>12949</b>	<b>ALPINE FIRE &amp; SAFETY SYS INC</b>		<b>\$39.10</b>
137			first aid supplies	\$39.10	\$0.00
		101016542003101	Street Fund Office Supplies	\$39.10	
<b>32094</b>	<b>25-Jul-11</b>	<b>13852</b>	<b>American Societ of Composers</b>		<b>\$309.00</b>
7/11-6/12			License for 7/11-6/12	\$309.00	\$0.00
		001010575304900	Arts Commission	\$309.00	
<b>32095</b>	<b>25-Jul-11</b>	<b>13846</b>	<b>AquaTechnex</b>		<b>\$154,684.03</b>
2993			Milfoil control	\$154,684.03	\$0.00
		410016531503105	DOE - Milfoil Solution	\$154,684.03	
<b>32096</b>	<b>25-Jul-11</b>	<b>174</b>	<b>Bills Blueprint</b>		<b>\$16.29</b>
441429			Min Chg Zone 4	\$16.29	\$0.00
		001007558004107	Planning-CA - Developer Reimb	\$16.29	
<b>32097</b>	<b>25-Jul-11</b>	<b>969</b>	<b>Business Card</b>		<b>\$3,331.14</b>
07/11 1411			Travel/misc	\$57.68	\$0.00

# Detail Check Register

21-Jul-11

Lake Stevens

Check No	Check Date	VendorNo	Vendor	Check Amount		
001008521004300			Law Enforce - Travel & Mtgs	\$18.66		
001008521004900			Law Enforcement - Miscellaneou	\$39.02		
07/11 4949			boating/misc	\$197.33	\$0.00	\$197.33
001008521003102			Law Enforcement - Boating Oper	\$163.84		
001008521004900			Law Enforcement - Miscellaneou	\$33.49		
07/11 5242			ID card/misc	\$44.72	\$0.00	\$44.72
001003514104900			City Clerks-Miscellaneous	\$36.22		
001003518104900			IT Dept-Miscellaneous	\$8.50		
07/11 6202			fees	\$35.05	\$0.00	\$35.05
001003513104900			Administration - Miscellaneous	\$35.05		
07/11 7750			Travel/misc/supplies	\$431.63	\$0.00	\$431.63
101016542003102			Street Fund Operating Costs	\$154.96		
101016542004300			Street Fund - Travel & Mtgs	\$29.06		
101016542004900			Street Fund - Miscellaneous	\$39.00		
410016531503104			DOE-G1100060 SW Capacity Exp	\$208.61		
07/11 8109			supplies/postage/repair/misc	\$898.90	\$0.00	\$898.90
001008521003100			Law Enforcement - Office Suppl	\$9.71		
001008521003104			Law Enforcement-Operating Cost	\$378.75		
001008521004200			Law Enforcement - Communicatio	\$400.00		
001008521004800			Law Enforcement - Repair & Mai	\$48.78		
001008521004900			Law Enforcement - Miscellaneou	\$61.66		
07/11 9127			Advert/travel/postage/misc/Aquafest	\$1,665.83	\$0.00	\$1,665.83
001007558004200			Planning - Communication	\$81.50		
001007558004300			Planning - Travel & Mtgs	\$11.00		
001007558004400			Planning - Advertising	\$1,487.95		
001007558004900			Planning - Miscellaneous	\$51.83		
001013531008000			General Government-Aquafest	\$33.55		
<b>32098</b>	<b>25-Jul-11</b>	<b>11952</b>	<b>Carquest Auto Parts Store</b>			<b>\$61.76</b>
2421-161624			Hi temp grease	\$16.46	\$0.00	\$16.46
101016542004800			Street Fund - Repair & Mainten	\$16.46		
2421-161908			glass/brake/grease cleaner	\$23.81	\$0.00	\$23.81
101016542004800			Street Fund - Repair & Mainten	\$23.81		
2421-161989			grease gun	\$21.49	\$0.00	\$21.49
410016542405101			Storm Water - Aerator O & M	\$21.49		
<b>32099</b>	<b>25-Jul-11</b>	<b>258</b>	<b>Champion Bolt &amp; Supply Inc</b>			<b>\$40.26</b>

# Detail Check Register

21-Jul-11

Lake Stevens

Check No	Check Date	VendorNo	Vendor		Check Amount
540330			Safety glasses	\$40.26	\$0.00 \$40.26
101016542003102			Street Fund Operating Costs	\$40.26	
<b>32100</b>	<b>25-Jul-11</b>	<b>13854</b>	<b>Chandler Edwards</b>		<b>\$195.00</b>
Training			Animal Investigation training	\$195.00	\$0.00 \$195.00
001008521004901			Law Enforcement - Staff Develo	\$195.00	
<b>32101</b>	<b>25-Jul-11</b>	<b>13776</b>	<b>Chris L Griffen</b>		<b>\$187.50</b>
C9732L			Public defender services	\$187.50	\$0.00 \$187.50
001013512800000			Court Appointed Attorney Fees	\$187.50	
<b>32102</b>	<b>25-Jul-11</b>	<b>13855</b>	<b>Cindy Moore</b>		<b>\$39.90</b>
Travel 6/28/11			Mileage	\$39.90	\$0.00 \$39.90
101016542004300			Street Fund - Travel & Mtgs	\$39.90	
<b>32103</b>	<b>25-Jul-11</b>	<b>12954</b>	<b>CIRCLE-N-LAUNDRY</b>		<b>\$1,216.32</b>
114			uniform cleaning	\$608.16	\$0.00 \$608.16
001008521002600			Law Enforcment Clothing	\$608.16	
115			uniform cleaning	\$608.16	\$0.00 \$608.16
001008521002600			Law Enforcment Clothing	\$608.16	
<b>32104</b>	<b>25-Jul-11</b>	<b>274</b>	<b>City of Everett</b>		<b>\$3,570.00</b>
I11001618			Animal shelter services	\$3,395.00	\$0.00 \$3,395.00
001008539004100			Code Enforcement - Professiona	\$3,395.00	
I11001819			Lab analysis	\$175.00	\$0.00 \$175.00
410016542404101			Storm Water - Professional Ser	\$175.00	
<b>32105</b>	<b>25-Jul-11</b>	<b>276</b>	<b>City Of Lake Stevens</b>		<b>\$2,931.26</b>
11038/1			Retainage - Lakeside Industries	\$2,896.21	\$0.00 \$2,896.21
621000380000006			Retainage - Street Project	\$2,896.21	
982			Retainage - New Chapter Cleaning	\$35.05	\$0.00 \$35.05
001007558004100			Planning - Professional Servic	\$1.15	
001007559004100			Building Department - Professi	\$1.15	
001008521004100			Law Enforcement - Professional	\$20.10	
001013519904100			General Government - Professio	\$5.75	
001013555504100			Community Center - Cleaning	\$4.60	
101016542004100			Street Fund - Professional Ser	\$1.15	
410016542404101			Storm Water - Professional Ser	\$1.15	

# Detail Check Register

21-Jul-11

Lake Stevens

Check No	Check Date	VendorNo	Vendor	Check Amount	
<b>32106</b>	<b>25-Jul-11</b>	<b>12004</b>	<b>CITY OF MARYSVILLE</b>		<b>\$20,774.73</b>
POLIN11-0074		Prisoner Housing Okanogan 05/11	\$2,711.40	\$0.00	\$2,711.40
001008523005100		Law Enforcement - Jail	\$2,711.40		
POLION11-0079		Prisoner Housing June 2011	\$18,063.33	\$0.00	\$18,063.33
001008523005100		Law Enforcement - Jail	\$18,063.33		
<b>32107</b>	<b>25-Jul-11</b>	<b>284</b>	<b>City Of Snohomish</b>		<b>\$24.95</b>
262		Channel 21	\$24.95	\$0.00	\$24.95
001013519904200		General Government - Communica	\$24.95		
<b>32108</b>	<b>25-Jul-11</b>	<b>290</b>	<b>Co-Op Supply</b>		<b>\$13.81</b>
190900		Propane	\$13.81	\$0.00	\$13.81
101016542004800		Street Fund - Repair & Mainten	\$13.81		
<b>32109</b>	<b>25-Jul-11</b>	<b>13030</b>	<b>COMCAST</b>		<b>\$109.90</b>
06/11 0827887		Traffic signal	\$109.90	\$0.00	\$109.90
101016542640000		Street Fund - Traffic Control	\$109.90		
<b>32110</b>	<b>25-Jul-11</b>	<b>13030</b>	<b>COMCAST</b>		<b>\$98.95</b>
07/11 0443150		Communications Internet	\$98.95	\$0.00	\$98.95
001003513104200		Administration-Communications	\$1.98		
001003514104200		City Clerks-Communications	\$1.98		
001003516104200		Human Resources-Communications	\$5.94		
001003518104200		IT Dept-Communications	\$3.96		
001004514234200		Finance - Communications	\$3.96		
001007558004200		Planning - Communication	\$15.83		
001008521004200		Law Enforcement - Communicatio	\$57.39		
001010576804200		Parks - Communication	\$2.64		
101016542004200		Street Fund - Communications	\$2.64		
410016542404200		Storm Water - Communications	\$2.63		
<b>32111</b>	<b>25-Jul-11</b>	<b>13757</b>	<b>Comdata Corporation</b>		<b>\$12,622.83</b>
20143212		Fuel	\$3,401.65	\$0.00	\$3,401.65
001003518104300		IT Dept-Travel & Mtgs	\$56.60		
001007559003101		Building Department - Operatin	\$168.05		
101016542003200		Street Fund - Fuel	\$1,588.50		
410016542403200		Storm Water - Fuel	\$1,588.50		
XU905		Fuel	\$9,221.18	\$0.00	\$9,221.18
001008521003200		Law Enforcement - Fuel	\$9,221.18		
<b>32112</b>	<b>25-Jul-11</b>	<b>91</b>	<b>Corporate Office Supply</b>		<b>\$681.20</b>

# Detail Check Register

21-Jul-11

Lake Stevens

Check No	Check Date	VendorNo	Vendor		Check Amount
118605i			Toner for copier and binders for grid	\$133.47	\$133.47
101016542003101			Street Fund Office Supplies	\$133.47	
118982i			paper and supplies	\$376.05	\$376.05
001008521003100			Law Enforcement - Office Suppl	\$376.05	
118988			selk inking stamps	\$130.21	\$130.21
001008521003100			Law Enforcement - Office Suppl	\$130.21	
119017i			legal pads/lead	\$41.47	\$41.47
001007558003100			Planning - Office Supplies	\$41.47	
<b>32113</b>	<b>25-Jul-11</b>	<b>9386</b>	<b>Crystal and Sierra Springs</b>		<b>\$304.12</b>
10156188070711			Bottled water	\$88.61	\$88.61
001008521003104			Law Enforcement-Operating Cost	\$88.61	
5249844070111			Bottled water	\$215.51	\$215.51
001007559003101			Building Department - Operatin	\$53.88	
001013519904900			General Government - Miscellan	\$53.88	
101016542003102			Street Fund Operating Costs	\$53.88	
410016542403102			Storm Water - Operating Costs	\$53.87	
<b>32114</b>	<b>25-Jul-11</b>	<b>13084</b>	<b>De Jong Sawdust &amp; Shavings</b>		<b>\$68.83</b>
B178354			Soil	\$24.71	\$24.71
101016542004800			Street Fund - Repair & Mainten	\$24.71	
B178402			Soil	\$29.59	\$29.59
101016542004800			Street Fund - Repair & Mainten	\$29.59	
B178436			Soil	\$14.53	\$14.53
101016542004800			Street Fund - Repair & Mainten	\$14.53	
<b>32115</b>	<b>25-Jul-11</b>	<b>13027</b>	<b>DEPARTMENT OF LICENSING</b>		<b>\$234.00</b>
07/07/11			Weapons permits	\$234.00	\$234.00
633008586000000			Gun Permit - State Remittance	\$234.00	
<b>32116</b>	<b>25-Jul-11</b>	<b>13027</b>	<b>DEPARTMENT OF LICENSING</b>		<b>\$249.00</b>
07/19/1			Weapons permits	\$249.00	\$249.00
633008586000000			Gun Permit - State Remittance	\$249.00	
<b>32117</b>	<b>25-Jul-11</b>	<b>13782</b>	<b>Department of Revenue</b>		<b>\$1,133.77</b>
Q2.2011			Q2.2011 Leasehold Excise Tax	\$1,133.77	\$1,133.77

# Detail Check Register

21-Jul-11

Lake Stevens

Check No	Check Date	VendorNo	Vendor	Check Amount	
633013586000005			Leasehold Excise Tax Remit	\$1,133.77	
<b>32118</b>	<b>25-Jul-11</b>	<b>13856</b>	<b>Department of Revenue</b>		<b>\$197.18</b>
3774			Q1.2011 Credit Card fees	\$197.18	\$0.00
001003514104901			City Clerk-Misc CC Fees (DOL)	\$197.18	
<b>32119</b>	<b>25-Jul-11</b>	<b>13743</b>	<b>Dept of Commerce</b>		<b>\$1,000.00</b>
07/01/11			NW Economic Dev Course	\$1,000.00	\$0.00
001007558004300			Planning - Travel & Mtgs	\$475.00	
001007558400001			Planning - Staff Development	\$525.00	
<b>32120</b>	<b>25-Jul-11</b>	<b>12800</b>	<b>DEPT OF CORRECTIONS</b>		<b>\$588.95</b>
MCC4591 0611			Work crew maintenance	\$588.95	\$0.00
101016542004800			Street Fund - Repair & Mainten	\$588.95	
<b>32121</b>	<b>25-Jul-11</b>	<b>9330</b>	<b>Dept of Emergency Management</b>		<b>\$7,062.00</b>
I000272928			Q2 2011 Emergency Services DEM	\$7,062.00	\$0.00
001013525005100			General Government - Emergency	\$7,062.00	
<b>32122</b>	<b>25-Jul-11</b>	<b>456</b>	<b>Dunlap Industrial Hardware</b>		<b>\$945.65</b>
1263143-01			Cable Pulls for Emergency Aerator	\$945.65	\$0.00
410016542405101			Storm Water - Aerator O & M	\$945.65	
<b>32123</b>	<b>25-Jul-11</b>	<b>473</b>	<b>Electronic Business Machines</b>		<b>\$15,472.50</b>
066484			Copier maint	\$92.90	\$0.00
001007558004800			Planning - Repairs & Maint.	\$46.45	
101016542004800			Street Fund - Repair & Mainten	\$46.45	
066928			Copier maint	\$82.22	\$0.00
001013519904800			General Government - Repair/Ma	\$82.22	
066994			Copier maint	\$105.33	\$0.00
001008521004800			Law Enforcement - Repair & Mai	\$105.33	
3881A			Canon IR 5051	\$15,192.05	\$0.00
510013519606400			Purchase Computer Equipment	\$15,192.05	
<b>32124</b>	<b>25-Jul-11</b>	<b>13468</b>	<b>Feldman &amp; Lee</b>		<b>\$5,250.00</b>
06/30/11			Public Defender services	\$5,250.00	\$0.00
001013512800000			Court Appointed Attorney Fees	\$5,250.00	
<b>32125</b>	<b>25-Jul-11</b>	<b>549</b>	<b>Foster Press</b>		<b>\$244.18</b>
27952			Office supplies	\$111.24	\$0.00

## Detail Check Register

21-Jul-11

Lake Stevens

Check No	Check Date	VendorNo	Vendor	Check Amount	
001008521003100			Law Enforcement - Office Suppl	\$111.24	
27958			Music in the Park posters	\$132.94	\$0.00 \$132.94
001010575304900			Arts Commission	\$132.94	
<b>32126</b>	<b>25-Jul-11</b>	<b>13764</b>	<b>Frontier</b>		<b>\$56.11</b>
06/19			evidence alarm	\$56.11	\$0.00 \$56.11
001008521004200			Law Enforcement - Communicatio	\$56.11	
<b>32127</b>	<b>25-Jul-11</b>	<b>13785</b>	<b>Group Health Coop</b>		<b>\$29.00</b>
88105850			Diagnostic Services	\$29.00	\$0.00 \$29.00
101016542004100			Street Fund - Professional Ser	\$14.50	
410016542404101			Storm Water - Professional Ser	\$14.50	
<b>32128</b>	<b>25-Jul-11</b>	<b>12392</b>	<b>HERTZ EQUIPMENT RENTAL</b>		<b>\$103.74</b>
25727950-001			compressor rental	\$103.74	\$0.00 \$103.74
410016542406200			Storm Water - Aerator Repairs	\$103.74	
<b>32129</b>	<b>25-Jul-11</b>	<b>13509</b>	<b>Industrial Supply, Inc</b>		<b>\$1,288.61</b>
481823			gloves for crew	\$135.53	\$0.00 \$135.53
101016542003102			Street Fund Operating Costs	\$135.53	
481824			Hose	\$104.83	\$0.00 \$104.83
101016542003102			Street Fund Operating Costs	\$104.83	
482011			Rollup MOWER AHEAD signs	\$1,048.25	\$0.00 \$1,048.25
101016542004800			Street Fund - Repair & Mainten	\$1,048.25	
<b>32130</b>	<b>25-Jul-11</b>	<b>13232</b>	<b>Integra Telecom, Inc</b>		<b>\$839.34</b>
8527014			communications	\$839.34	\$0.00 \$839.34

# Detail Check Register

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Lake Stevens

Check No	Check Date	VendorNo	Vendor	Check Amount	
001003513104200			Administration-Communications	\$6.64	
001003514104200			City Clerks-Communications	\$7.75	
001003516104200			Human Resources-Communications	\$7.19	
001003518104200			IT Dept-Communications	\$18.81	
001004514234200			Finance - Communications	\$14.94	
001007558004200			Planning - Communication	\$55.23	
001007559004200			Building Department - Communci	\$36.87	
001008521004200			Law Enforcement - Communicatio	\$141.78	
001010575304200			Historical - Communications	\$36.87	
001013519904200			General Government - Communica	\$233.52	
001013555504200			Comminity Center-Communication	\$36.87	
101016542004200			Street Fund - Communications	\$120.26	
410016542404200			Storm Water - Communications	\$122.61	
<b>32131</b>	<b>25-Jul-11</b>	<b>13327</b>	<b>Jennifer Anderson</b>		<b>\$360.00</b>
July 2011			Dep Care Reimb July 2011	\$360.00	\$0.00
001000281000000			Payroll Liabilities	\$360.00	
<b>32132</b>	<b>25-Jul-11</b>	<b>812</b>	<b>Kesselring Gun Shop</b>		<b>\$981.74</b>
25507			Sgt Miner/Gun Buyback	\$981.74	\$0.00
001008521003105			Operating-Staff Purchases	\$981.74	
<b>32133</b>	<b>25-Jul-11</b>	<b>11777</b>	<b>Lake Stevens Fire</b>		<b>\$105.00</b>
5550			Annual inspection - 2302 Soper Hill	\$105.00	\$0.00
001013555506400			New Senior Center	\$105.00	
<b>32134</b>	<b>25-Jul-11</b>	<b>852</b>	<b>Lake Stevens Journal</b>		<b>\$351.75</b>
75313			Advertising - legal	\$20.10	\$0.00
101016542004400			Street Fund - Advertising	\$20.10	
75357			Advertising - legal	\$70.35	\$0.00
001007558004400			Planning - Advertising	\$70.35	
75359			Advertising - legal	\$261.30	\$0.00
001007558004400			Planning - Advertising	\$261.30	
<b>32135</b>	<b>25-Jul-11</b>	<b>12751</b>	<b>LAKE STEVENS POLICE GUILD</b>		<b>\$849.00</b>
07/15/11			Union dues	\$849.00	\$0.00
001000281000000			Payroll Liabilities	\$849.00	
<b>32136</b>	<b>25-Jul-11</b>	<b>860</b>	<b>Lake Stevens Sewer District</b>		<b>\$585.00</b>
07/11			Utilities - Sewer	\$585.00	\$0.00

# Detail Check Register

21-Jul-11

Lake Stevens

Check No	Check Date	VendorNo	Vendor	Check Amount	
001008521004700			Law Enforcement - Utilities	\$65.00	
001010576804700			Parks - Utilities	\$130.00	
001012572504700			Library - Utilities	\$65.00	
001013519904700			General Government - Utilities	\$260.00	
101016542004700			Street Fund - Utilities	\$32.50	
410016542404700			Storm Water-Aerat. Utilities	\$32.50	
<b>32137</b>	<b>25-Jul-11</b>	<b>12618</b>	<b>LAKESIDE INDUSTRIES</b>		<b>\$814.50</b>
3237323MB			Pallet of cold mix Asphalt	\$814.50	\$0.00 \$814.50
101016542004800			Street Fund - Repair & Mainten	\$814.50	
<b>32138</b>	<b>25-Jul-11</b>	<b>13857</b>	<b>Lakeside Industries</b>		<b>\$55,027.97</b>
11038/1			20th St SE - West End Overlay	\$55,027.97	\$0.00 \$55,027.97
101016542606400			Street Fund - Overlays	\$55,027.97	
<b>32139</b>	<b>25-Jul-11</b>	<b>12841</b>	<b>Law Offices of Weed, Graafstra</b>		<b>\$9,775.50</b>
90			Professional services	\$9,775.50	\$0.00 \$9,775.50
001005515204100			Legal - Professional Service	\$5,865.30	
101016542004100			Street Fund - Professional Ser	\$2,932.65	
410016542404101			Storm Water - Professional Ser	\$977.55	
<b>32140</b>	<b>25-Jul-11</b>	<b>13802</b>	<b>Leland Consulting Group Inc</b>		<b>\$922.50</b>
5066.2.5			Professional services	\$922.50	\$0.00 \$922.50
001007558804111			Planning-Economic Development	\$922.50	
<b>32141</b>	<b>25-Jul-11</b>	<b>12603</b>	<b>LES SCHWAB TIRE CENTER</b>		<b>\$145.89</b>
58353			Innertube replacement	\$145.89	\$0.00 \$145.89
101016542004800			Street Fund - Repair & Mainten	\$145.89	
<b>32142</b>	<b>25-Jul-11</b>	<b>13755</b>	<b>LMN Architects</b>		<b>\$11,671.69</b>
51280			Professional services May 2011	\$11,671.69	\$0.00 \$11,671.69
001007558804111			Planning-Economic Development	\$10,551.69	
101016542004103			Prof Svc - Hwy 9/204 Study	\$1,120.00	
<b>32143</b>	<b>25-Jul-11</b>	<b>12215</b>	<b>LOWES COMPANIES</b>		<b>\$202.00</b>
911339			Base Form lumber for artwork	\$62.50	\$0.00 \$62.50
112013575306400			Art - Public Art Acquisition	\$62.50	
928442			Rebar base for artwork	\$37.20	\$0.00 \$37.20
112013575306400			Art - Public Art Acquisition	\$37.20	
954702			Light fixture for Library	\$102.30	\$0.00 \$102.30
001012572504800			Library - Repair & Maint.	\$102.30	

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Lake Stevens

Check No	Check Date	VendorNo	Vendor	Check Amount	
<b>32144</b>	<b>25-Jul-11</b>	<b>13774</b>	<b>Maltby Container &amp; Recycling</b>		<b>\$75.00</b>
20173			Dump fee	\$75.00	\$0.00
			101016542004800	Street Fund - Repair & Mainten	\$75.00
<b>32145</b>	<b>25-Jul-11</b>	<b>13711</b>	<b>New Chapter Cleaning</b>		<b>\$665.95</b>
982			Janitorial Services	\$665.95	\$0.00
			001007558004100	Planning - Professional Servic	\$21.85
			001007559004100	Building Department - Professi	\$21.85
			001008521004100	Law Enforcement - Professional	\$381.90
			001013519904100	General Government - Professio	\$109.25
			00101355504100	Community Center - Cleaning	\$87.40
			101016542004100	Street Fund - Professional Ser	\$21.85
			410016542404101	Storm Water - Professional Ser	\$21.85
<b>32146</b>	<b>25-Jul-11</b>	<b>12684</b>	<b>NORTHWEST CASCADE INC.</b>		<b>\$218.00</b>
1-312645			Equipment rental at boat launch	\$218.00	\$0.00
			001010576804500	Parks - Equipment Rental	\$218.00
<b>32147</b>	<b>25-Jul-11</b>	<b>13845</b>	<b>Park It Bike Racks</b>		<b>\$200.98</b>
PB1001576			Library - Bike Rack	\$200.98	\$0.00
			001012572503100	Library - Office And Operating	\$200.98
<b>32148</b>	<b>25-Jul-11</b>	<b>12520</b>	<b>PUBLIC SAFETY TESTING</b>		<b>\$1,070.00</b>
2011-3926			Background Investigations	\$645.00	\$0.00
			001008521004100	Law Enforcement - Professional	\$645.00
2011-3987			Q2 2011 Recruiting Assistance	\$425.00	\$0.00
			001003516904100	Civil Service - Professional S	\$425.00
<b>32149</b>	<b>25-Jul-11</b>	<b>11869</b>	<b>PUGET SOUND ENERGY</b>		<b>\$112.29</b>
07/07/11			Utilities - gas	\$36.06	\$0.00
			001010576804700	Parks - Utilities	\$12.02
			101016542004700	Street Fund - Utilities	\$12.02
			410016542404701	Storm Water Utilities	\$12.02
7/7/11			Utilities - gas	\$76.23	\$0.00
			001010576804700	Parks - Utilities	\$25.41
			101016542004700	Street Fund - Utilities	\$25.41
			410016542404701	Storm Water Utilities	\$25.41
<b>32150</b>	<b>25-Jul-11</b>	<b>13836</b>	<b>SCCFOA</b>		<b>\$28.00</b>
07/28 mtg			SCCFOA mtg 7/28/11	\$28.00	\$0.00
			001004514234300	Finance - Travel & Mtgs	\$28.00

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Lake Stevens

Check No	Check Date	VendorNo	Vendor	Check Amount		
<b>32151</b>	<b>25-Jul-11</b>	<b>1343</b>	<b>SIRCHIE FINGER PRINT</b>			<b>\$51.20</b>
0037049-IN/0039037-C	Freight			\$51.20	\$0.00	\$51.20
001008521004200		Law Enforcement - Communicatio		\$51.20		
<b>32152</b>	<b>25-Jul-11</b>	<b>13715</b>	<b>Sno Co Sherrifs Office</b>			<b>\$4,209.08</b>
2011-730	Prisoner Housing June 2011			\$4,209.08	\$0.00	\$4,209.08
001008523005100		Law Enforcement - Jail		\$4,209.08		
<b>32153</b>	<b>25-Jul-11</b>	<b>1382</b>	<b>Snohomish County Public Works</b>			<b>\$1,197.01</b>
I000272801	Repair and Maint			\$1,197.01	\$0.00	\$1,197.01
101016542004800		Street Fund - Repair & Mainten		\$1,197.01		
<b>32154</b>	<b>25-Jul-11</b>	<b>12961</b>	<b>SNOHOMISH COUNTY PUD</b>			<b>\$12,596.33</b>
120355209	Utilities - electric			\$211.80	\$0.00	\$211.80
101016542630000		Street Fund - Street Lighting		\$211.80		
120358364	Utilities - electric			\$1,181.52	\$0.00	\$1,181.52
001008521004700		Law Enforcement - Utilities		\$1,181.52		
123672053	Utilities - electric			\$338.65	\$0.00	\$338.65
101016542630000		Street Fund - Street Lighting		\$338.65		
126990403	Utilities - electric			\$8,938.57	\$0.00	\$8,938.57
101016542630000		Street Fund - Street Lighting		\$8,938.57		
126990404	Utilities - electric			\$659.22	\$0.00	\$659.22
101016542630000		Street Fund - Street Lighting		\$659.22		
126990405	Utilities - electric			\$1,101.11	\$0.00	\$1,101.11
101016542630000		Street Fund - Street Lighting		\$1,101.11		
136850565	Utilities - electric			\$64.06	\$0.00	\$64.06
001010576804700		Parks - Utilities		\$64.06		
140171969	Utilities - electric			\$101.40	\$0.00	\$101.40
101016542630000		Street Fund - Street Lighting		\$101.40		
<b>32155</b>	<b>25-Jul-11</b>	<b>12961</b>	<b>SNOHOMISH COUNTY PUD</b>			<b>\$363.81</b>
143492173	Utilities - electric			\$28.82	\$0.00	\$28.82
001010576804700		Parks - Utilities		\$28.82		
146809270	Utilities - electric			\$203.60	\$0.00	\$203.60

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Lake Stevens

Check No	Check Date	VendorNo	Vendor	Check Amount	
101016542630000			Street Fund - Street Lighting	\$203.60	
150128029			Utilities - electric	\$131.39	\$0.00 \$131.39
001008521004700			Law Enforcement - Utilities	\$131.39	
<b>32156</b>	<b>25-Jul-11</b>	<b>12495</b>	<b>SOUND TRACTOR COMPANY</b>		<b>\$996.99</b>
68586			Equipment - Excavator 12 Bucket	\$996.99	\$0.00 \$996.99
410016531503104			DOE-G1100060 SW Capacity Exp	\$700.00	
530018594006400			Purchase Of Capital Equipment	\$296.99	
<b>32157</b>	<b>25-Jul-11</b>	<b>13821</b>	<b>Terminix Commercial</b>		<b>\$59.51</b>
306178907			Pest Control	\$59.51	\$0.00 \$59.51
001010576803101			Parks-Eagle Ridge Pk Exp	\$59.51	
<b>32158</b>	<b>25-Jul-11</b>	<b>1491</b>	<b>The Everett Herald</b>		<b>\$604.80</b>
1741728			Advertising - legal	\$135.80	\$0.00 \$135.80
001007558004400			Planning - Advertising	\$135.80	
1742136			Advertising - legal	\$175.00	\$0.00 \$175.00
001007558004400			Planning - Advertising	\$175.00	
1742293			Advertising - legal	\$294.00	\$0.00 \$294.00
001007558004400			Planning - Advertising	\$294.00	
<b>32159</b>	<b>25-Jul-11</b>	<b>13247</b>	<b>The S Morris Co</b>		<b>\$90.00</b>
9254			Dead animal pickup	\$90.00	\$0.00 \$90.00
101016542003102			Street Fund Operating Costs	\$90.00	
<b>32160</b>	<b>25-Jul-11</b>	<b>13858</b>	<b>Todd Kottsick</b>		<b>\$1,444.00</b>
Reimbursement			Reimb Milfoil remediation	\$1,444.00	\$0.00 \$1,444.00
410016531503105			DOE - Milfoil Solution	\$1,444.00	
<b>32161</b>	<b>25-Jul-11</b>	<b>13045</b>	<b>UPS</b>		<b>\$21.52</b>
74Y42281			Evidence shipping	\$21.52	\$0.00 \$21.52
001008521003104			Law Enforcement-Operating Cost	\$21.52	
<b>32162</b>	<b>25-Jul-11</b>	<b>1579</b>	<b>VILLAGE ACE HARDWARE</b>		<b>\$1,169.20</b>
06/30/11 stmt			Supplies	\$1,169.20	\$0.00 \$1,169.20

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Lake Stevens

Check No	Check Date	VendorNo	Vendor	Check Amount	
001008521004800			Law Enforcement - Repair & Mai	\$63.94	
001010576803100			Parks - Operating Costs	\$60.82	
001010576804800			Parks - Repair & Maintenance	\$280.01	
001010576804803			Parks-Lundeen-Repair & Maint	\$14.65	
001012572504800			Library - Repair & Maint.	\$0.86	
001013519904800			General Government - Repair/Ma	\$30.05	
101016542003102			Street Fund Operating Costs	\$270.23	
101016542004800			Street Fund - Repair & Mainten	\$330.66	
101016542640000			Street Fund - Traffic Control	\$4.77	
101016543504802			Facilities R&M (City Shop)	\$11.65	
112013575306400			Art - Public Art Acquisition	\$53.35	
410016542403102			Storm Water - Operating Costs	\$5.96	
410016542404800			Storm Water - Repairs & Maint.	\$42.25	
<b>32163</b>	<b>25-Jul-11</b>	<b>12761</b>	<b>WASHINGTON STATE PATROL</b>		<b>\$442.75</b>
I11010863			Weapons permits background cks	\$442.75	\$0.00
633008589000006			Gun Permit - FBI Remittance	\$442.75	
<b>32164</b>	<b>25-Jul-11</b>	<b>1653</b>	<b>Westside Fire and Safety Suppl</b>		<b>\$543.00</b>
020037			Police Department Fire Extinguisher	\$543.00	\$0.00
001008521003104			Law Enforcement-Operating Cost	\$543.00	
<b>32165</b>	<b>25-Jul-11</b>	<b>13263</b>	<b>WSSO Advanced Training</b>		<b>\$450.00</b>
Barnes			Barnes-SRO training	\$225.00	\$0.00
001008521004901			Law Enforcement - Staff Develo	\$225.00	
Guertin			Guertin SRO training	\$225.00	\$0.00
001008521004901			Law Enforcement - Staff Develo	\$225.00	
<b>Total Of Checks:</b>					<b>\$348,156.59</b>

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Check No	Check Date	VendorNo	Vendor	Check Amount	
<b>32166</b>	<b>25-Jul-11</b>	<b>13802</b>	<b>Leland Consulting Group Inc</b>		<b>\$4,957.50</b>
5066.2.3		Econ Development		\$4,957.50	\$0.00
001007558804111		Planning-Economic Development		\$4,957.50	
<b>Total Of Checks:</b>					<b>\$4,957.50</b>



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

Monday, July 11, 2011  
Lake Stevens School District Educational Service Center (Admin. Bldg.)  
12309 22<sup>nd</sup> Street N.E. Lake Stevens

CALL TO ORDER: 7:01 p.m. by Mayor Vern Little

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

COUNCILMEMBERS ABSENT:

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

OTHERS: Del Molenkamp, John Personius, Gigi & Cory Burke, Kevin St. John, Dave Douglas, Ted Boysen, Paul Olliges, Steve Miller, Michael Turner, James Gallegos, and Brent Kirk

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**Guest Business.** None

**Consent Agenda.** Councilmember Dooley moved to approve July 2011 vouchers (Payroll Direct Deposits 904435-904499 for \$117,280.18, Payroll Checks 3202/-32032 for \$6,516.10, Claims 32033-32082 for \$83,191.96, Electronic Funds Transfers 345-351 for \$133,665.74, Tax Deposit for 7-1-11 for \$41,278.84, for total vouchers approved of \$381,932.82), seconded by Councilmember Daughtry; motion carried unanimously. (7-0-0-0)

**Continued public hearing in consideration of second and final reading of Ordinance No. 856, adoption of the Shoreline Master Program (SMP) and associated documents, related code amendments and related Comprehensive Plan amendments.** City Clerk Scott read the public hearing procedure, which will be followed for both hearings. Principal Planner Watkins reviewed the difference between dock replacement (entire dock or 50% or more) and repair (less than 50% replacement and if re-decking). Ms. Watkins reviewed the regulations for the following: dock widths/lengths, grating, personal watercraft lifts, public and commercial docks, and non-conforming structures. There are eleven parcels on septic and many do not have houses on them.

Planning Director Ableman reviewed the permit requirements for common activities. Fish & Wildlife have authority for docks. Ms. Ableman reviewed mitigation sequencing and what SMP allows under permitted and also under conditional use permits. The SMP must be updated every seven years and can be update more often.

**Public comments.** Ted Boysen, 10432 Sandy Beach Drive, supports weir board placement every year during summer and spring months so the Lake level will remain high enough to launch boats. In the past he and his neighbors were unable to launch their boats because of

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possibly damaging their boat due to the low Lake level. He believes Department of Ecology and Fish & Wildlife prefer a higher Lake level.

Del Molenkamp, 10818 Vernon Road, commented that increasing the helicopter activity is a nuisance and dangerous. His neighbor lost his life, along with the instructor, in a helicopter accident in Arlington from an unforeseen mechanical malfunction. This neighbor was planning on a helicopter pad on the Lake. If the timing had been different, this accident could have occurred here.

Kevin St. John, 701 Stich Road, representing Save Our Shorelines Lake Stevens, a Washington State Non-profit Corporation, wants a SMP that assures the development of a balanced, fact based, and measurable shoreline regulations that respects and preserves property rights of residential and private use. They have hired independent planners and legal counsel, who are experts on SMP's. The State has a different agenda. The State would not allow docks if they had their way. Predator fish, such as Bass, were introduced into the Lake by Fish & Wildlife. And then they say we need to modify our docks to protect the Salmon from those same fish. He requested the City meet with them to insert some appropriate language in the SMP.

Dave Douglas, 818 Mill Avenue, Snohomish, commented he has worked with waterfront construction for nine years and has permitted over three hundred projects and assisted with fourteen Shoreline Management Program updates. His concern is that no net loss is suppose to be based on existing conditions and asked if the 60 foot setback is based on existing conditions or what Ecology wants to see. Dock length should not be controlled by your neighbor; your dock length is dependent upon the neighbors dock length. Will moorage piles be allowed? You can repair a pile by doing a splice; does that contribute to the 50% regulation? Will moorage piles be allowed because a large type of moorage piles will eliminate the need for a boat lift? Jet ski lifts are put on the main walkway. If you are limiting the dock length and can't have any type of lift within thirty feet of the shoreline then you are essentially saying you can't have a lift.

James Gallegos, 229 116<sup>th</sup> Avenue NE, commented that many bulkheads are actually supporting the road. If you take away the ability to maintain those walls then the roads are going to fail. In planned communities there are shared docks that support hundreds of houses and are non-conforming. His development has 15 boat slips for 15 homes and none of the rules would allow this under this SMP. Tract 999 has 9 private lots which have their own dock plus share the community dock – would be required to remove the docks. The SMP language says one lot can have a dock. In that case we would have to tear out all the docks.

Gigi Burke, 920 East Lakeshore Drive, requested the City work with their planning people so they can have an outcome that everyone can live with.

Steve Miller, 11016 Maple Lane, wants to work on the plan together and is not sure you get what you want when dealing with Department of Ecology (DOE). He wants the Lake not so restricted. His house is 27 feet off the water and is in non-compliance.

Brent Kirk, 25 South Davies Road, commented he was on the subcommittee that worked on the SMP. The State legislature changed the date for updates from seven to eight years, which will allow more time to work on the SMP. DOE probably won't approve your plan; and if they do, Fish & Wildlife has control of docks.

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July 11, 2011

Cory Burke, 920 E. Lakeshore Drive, shared his story about the hundreds of small fish and an otter that swam under and near his dock and didn't seem to care whether they were in the sun or shade.

Paul Olliges, 824 E lakeshore Drive, recommend the City do a study on what we need to do to improve the Lake. Kokanne and bass have been planted in the Lake, so what is native and what is not?

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

Councilmember Tageant suggested extending the public hearing to take time and get together with the public.

Councilmember Spencer agreed the hearing should be extended to bring people closer together; the SMP is complicated.

City Administrator Berg commented it would be beneficial if the public have specific language. She suggested a subcommittee of three Council members. Councilmembers Tageant, Spencer and Daughtry volunteered with Councilmember Quigley as alternate.

Mayor Little asked for five or six from the audience to meet with the subcommittee.

Planning Director Ableman noted that July 20 at 2:00 p.m. was tentatively scheduled but may change.

City Attorney McMurray stated If fairly substantial changes are suggested, he would recommend a public hearing.

MOTION: Councilmember Spencer moved to continue the public hearing and approve second reading and continue hearing to provide for a third reading of the ordinance, seconded by Councilmember Tageant; motion carried unanimously. (7-0-0-0)

**Consideration of Resolution No. 2011-8 Six-Year Transportation Improvement Program (TIP) for the years 2012-2017.** Public Works Director Monken commented the TIP is required by State to receive funding. 28 projects on the list this year. The projects consist of 5 intersections, one corridor, one study area, and 16 non-motorized/pedestrian type road improvements.

Councilmember Spencer questioned completion of 20<sup>th</sup>. Public Works Director/Engineer Monken responded that Phase I was eliminated and Phase II is still on the plan – western portion from 91<sup>st</sup> to US2.

Councilmember Quigley asked for a description of the Lundeen Parkway project. Public Works Director/Engineer Monken responded this is to make pedestrian access between both roundabouts, which would include storm drainage, bicycle lanes, possibly wetland mitigation, and maybe some flashing lights.

Councilmember Quigley remarked that the pedestrian zone between first roundabout and Cedar Road needs to be included in the plan. Public Works Director/Engineer Monken responded that will be discussed in the sidewalk master plan this year, possibly November, which will set priorities. Councilmember Quigley requested this segment be added to the TIP now.

MOTION: Councilmember Quigley moved to add 20<sup>th</sup> St NE sidewalk improvement from the roundabout to Ashley Point, seconded by Councilmember Dooley; motion carried unanimously. (7-0-0-0)

Public comment. Michael Turner, 8516 5<sup>th</sup> Place SE, asked to keep in mind the speed limits.

Public Works Director/Engineer Monken responded speed limits are not considered in the TIP Speed limits go through Public Works department based upon specifics, such spot speed study, accidents, and vicinity.

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

MOTION: Councilmember Holder moved to close the Public Hearing, seconded by Councilmember Tageant; motion carried unanimously. (7-0-0-0)

Mayor Little called for a motion to approve Resolution 2011-8 6-year Transportation Improvement Program as amended tonight adding 20<sup>th</sup> Street NE as amended.

MOTION: Councilmember Quigley stated so moved, seconded by Councilmember Spencer; motion carried unanimously. (7-0-0-0)

**Approve minutes of June 27, 2011 regular meeting.** Councilmember Daughtry moved to approve June 27, 2011 minutes, seconded by Councilmember Tageant; motion carried with Councilmembers Dooley and Spencer abstaining. (5-0-2-0)

**Confirm reappointment of Hal Hupp to the Civil Service Commission.** Mayor Little recommended Mr. Hupp's continuance on the Commission.

MOTION: Councilmember Dooley moved to confirm appointment of Hal Hupp, seconded by Councilmember Somers; motion carried unanimously. (7-0-0-0)

**Approve amendment to Interlocal Agreement with multiples cities for lobbying services with Strategies 360.** City Administrator Berg reported the cities of Marysville, Arlington, Snohomish, and Lake Stevens contracted with Strategies 360 for lobbying services. This amendment is for them to be an advocate in the off season. They will attend SR9 coalition meetings and meet with legislators. The contract is for 10 hours/ month and then in November the cities will meet to see if they want to increase the hours. The contract extends through March 2012. The 2011 cost for Lake Stevens is \$2,625.

MOTION: Councilmember Spencer moved for approval of Amendment No. 1 with Strategies 360, seconded by Councilmember Holder; motion carried unanimously. (7-0-0-0)

**First and final reading of Ordinance No. 857, change fund amendment.** Finance Director/Treasurer Lowe reported there are currently four cashier change funds at City Hall and four at the Police Department. The Police Department requested additional funds to make change so they will have \$200 for the passport cashier's change fund and \$100 each for three clerks.

**MOTION:** Councilmember Tageant moved to approve first and final reading of Ordinance No. 857 change fund amendment, seconded by Councilmember Dooley; motion carried unanimously. (7-0-0-0)

**First and final reading of Ordinance No. 858, adopting a moratorium on dispensaries and collective gardens relating to medical marijuana and setting the public hearing date.** City Administrator Berg reported there is currently nothing in the land use code to address the dispensaries and gardens. This ordinance sets the Public Hearing for August 22.

City Attorney McMurray noted that the second paragraph should be 60 days rather than 30 days.

**MOTION:** Councilmember Daughtry moved to adopt Ordinance 858 establishing medical marijuana with the changes brought forth by City Council and Counsel and set the public hearing for August 22, seconded by Councilmember Holder; motion carried unanimously. (7-0-0-0)

**Underground power at the Surf Shack.** Public Works Director/Engineer Monken reported the owner of Surf Shack is requesting the temporary overhead power remain as a permanent service to his facility rather than underground as required by City code. Some of the things to consider are: slope, other neighbors are underground, and plan for future improvements. Under the current code there are no exceptions for a variance and have adhered to the code. Staff couldn't find any exceptions that would apply to the site. Granting this request would require a change to the code and would apply to all future developments.

John Personius, 5110 91<sup>st</sup> Avenue NE, provided a history of the espresso stand and believes a waiver could take care of the problem.

Planning Director Ableman commented two buildings are at this site and cannot be grandfathered in.

Mr. Personius commented he wanted to bring to Council and then approach the land owner.

Consensus of Council was to not change the underground power code and not grant Mr. Personius' request.

**Executive Session.** Mayor Little called for an executive session at 9:23 p.m. (with a three minute break to follow) for 10 minutes with no action to follow on collective bargaining negotiations. The executive session convened at 9:27 p.m. and reconvened into regular session at 9:38 p.m.

Councilmember Dooley noted the Sewer District is working toward getting on the ballot in November for annexing into the City.

**Adjourn.** Councilmember Spencer moved to adjourn at 9:40 p.m., seconded by Councilmember Somers; motion carried unanimously. (7-0-0-0)

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

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

DRAFT



LAKE STEVENS CITY COUNCIL  
**STAFF REPORT**

**Council Agenda Date:** 25 July 2011

**Subject:** 20<sup>th</sup> Street SE West End Overlay – Approval of Final Contract Amount and Final Acceptance of Project

**Contact** Mick Monken **Budget Impact:** \$ 57,924.18  
**Person/Department:** Public Works

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**RECOMMENDATION(S)/ACTION REQUESTED OF COUNCIL:** **Approve the final contract amount of \$57,924.18 and authorize final project acceptance of the work performed by Lakeside Industries, Inc. for the 20<sup>th</sup> Street SE West End Overlay project.**

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**SUMMARY/BACKGROUND:** On 28<sup>th</sup> March 2011 the City Council authorized the award of the 20<sup>th</sup> Street SE West End Overlay to Lakeside Industries, Inc for a total contract amount of \$83,291.00. Lakeside was issued the Notice to Proceed in April 2011. Due to the wet weather conditions, the project was delayed until early June 2011. The pavement work was performed over a weekend and pavement marking in late June. The final contract payment due for the work came in at \$57,924.18.

The project came in \$25,367 below the original approved contract amount. These savings were due in large to a design change and that no changed conditions were discovered. In the original design a pavement fabric was planned to be used over the entire length and width of the project. It was discovered that the entire length of failing pavement was strictly due to a delaminating (separating) of the pavement surface to the base pavement. Also, the delaminating was limited to the travel lane area. In this case pavement planing (grinding) of the entire section eliminated the need for the asphalt pre-leveling, fabric placement, and full width overlay. The second cost savings was that there were no un-expected conditions, such as sub-soil failures, discovered at the site.

There were two change orders issued for this project. Change Order 1 was the removal of the reinforcement fabric and some associated work. Change Order 2 increased quantities for additional pavement marking east of the overlay section. There was only one payment made on this contract.

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**APPLICABLE CITY POLICIES:** City Council must provide final acceptance of capital projects.

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**BUDGET IMPACT:** **The total cost of the project is \$57,924.18 which is within the original Council authorized budget of \$83,291. The project funds are from the Pavement Overlay line that has a budget of \$200,000.**

**ATTACHMENTS:**

- ▶ Exhibit A: Final Pay Estimate





LAKE STEVENS CITY COUNCIL  
**STAFF REPORT**

**Council Agenda Date:** 7/25/11

**Subject:** Interlocal Agreement Establishing Snohomish County Drug & Gang Task Force

**Contact Person/Department:** Chief Randy W. Celori      **Budget Impact:** \$6520.00

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**RECOMMENDATION(S)/ACTION REQUESTED OF COUNCIL:** Rescind the approval of the Interlocal Agreement Establishing Snohomish County Drug & Gang Task Force that occurred on April 25<sup>th</sup>, 2011 and approve the revised version of the agreement.

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**SUMMARY/BACKGROUND:** After approval of the Snohomish County Regional Drug & Gang Task Force Interlocal Agreement on April 25<sup>th</sup>, 2011 the County made some minor revision to the Interlocal agreement. Those changes included:

- The first change was a spelling correction to section 5.5 "nder" was changed to "under".
- The second change was to Section 8.0. The language now reflects Snohomish County's new nondiscrimination provision, SCC 2.460.

The council approved the aforementioned changes on May 9, 2011.

On June 3, 2011, I was notified of additional changes which are minor and don't affect the actions of the Task Force. Even though the changes are minor, they still need to be approved by each agency. Since that date more changes have been made and I anticipate this will be the final version. The additional changes include:

- 5.4 "SRDGTF" Changed to "Snohomish County" and "retained" changed to "maintain"
  - City of Everett "prosecutor" changed to "attorney"
  - Exhibits were referenced in the proper order
  - 10.2 – 10.5 Individual tribal language returned to agreement.
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**APPLICABLE CITY POLICIES:**

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**BUDGET IMPACT:** The budget impact will not change from the revised version. Local match breakdowns are determined by populations of the participating jurisdictions.

2006 - \$1643      2011 – \$6520  
2007 - \$2219  
2008 - \$3011  
2009 - \$3425  
2010 - \$6152

Our 2011 Budget included \$7500 for this agreement.

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**ATTACHMENTS:**

Exhibit A: Interlocal Agreement Establishing Snohomish Regional Drug Task Force.

Exhibit B: Signature page agreeing to changes.

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

This Interlocal Agreement is among Snohomish County, a political subdivision of the State of Washington, and the following jurisdictions (hereinafter collectively referred to as the "Participating Jurisdictions"):

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

**WITNESSES THAT:**

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

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

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

**WHEREAS**, Snohomish County and COMMERCE have entered into a Narcotics Control Grant Contract (hereinafter "Grant Contract") whereby Snohomish County shall use specified grant funds solely for a regional task force project consistent with the task force grant application submitted to COMMERCE on or before June 1, 2011, upon which the Grant Contract is based (by this reference both the Grant Contract and the grant application are incorporated in this agreement as though set forth fully herein); and

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

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

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

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

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

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

- 1.1 The countywide multi-jurisdictional task force, composed of law enforcement, prosecutor, and support personnel, known as the Snohomish Regional Drug & Gang Task Force (hereinafter "Task Force") was created pursuant to the Interlocal Agreement Among Participating Jurisdictions dated January 18, 1988. The Task Force has operated on a continuous basis since that time under a series of interlocal agreements, the most recent effective from July 1, 2010, through June 30, 2011. This agreement shall serve to continue the operation of the Task Force.
- 1.2 The effective date of this agreement shall be from July 1, 2011, through June 30, 2012, unless earlier terminated or modified as provided in this agreement.
- 1.3 The purpose of the Task Force shall be to formally structure and jointly coordinate selected law enforcement activities, resources, and functions in order to disrupt illegal drug trafficking systems and to remove traffickers through a cooperative program of investigation, prosecution, and asset forfeiture.
- 1.4 The Task Force agrees to perform the statement of work indicated in the Task Force Abstract set forth in the application for funding between COMMERCE and Snohomish County. Therefore each participating jurisdiction adopts the following Task Force goals:
  - Continue to attack the demand and supply sides of narcotics trafficking.

- Continue enforcement efforts directed toward mid and upper level dealers.
  - Continue to assist smaller agencies within Snohomish County with narcotics enforcement within their towns and cities.
  - Continue to provide narcotics enforcement training to smaller jurisdictions throughout Snohomish County.
- 1.5 The Task Force shall continue to follow a management system for the shared coordination and direction of personnel as well as financial, equipment and technical resources as stated in this agreement.
- 1.6 The Task Force shall continue to implement operations, including:
- a. Development of intelligence
  - b. Target identification
  - c. Investigation
  - d. Arrest of Suspects
  - e. Successful prosecution of offenders, and
  - f. Asset forfeiture/disposition
- 1.7 The Task Force shall evaluate and report on Task Force performance to COMMERCE as required in the Grant Contract.

## **2.0 ORGANIZATION**

- 2.1 Exhibit "A", attached hereto and incorporated herein by this reference, sets forth the organization of the Task Force.
- 2.2 The Task Force Executive Board shall be comprised of the Snohomish County Prosecuting Attorney, the Snohomish County Sheriff, the Everett Police Chief, the Everett City Attorney, and one (1) chief of police from the remaining Participating Jurisdictions chosen by the chiefs of police of the remaining Participating Jurisdictions. The Snohomish County

Sheriff shall serve as Chair of the Executive Board. The Task Force Executive Board may adopt bylaws providing for appointment of alternates to attend Executive Board meetings in the absence of members. At such meetings the alternate shall have the same rights as the appointing member. Any action taken by the Task Force Executive Board under this agreement shall be based on a majority vote.

- 2.3 All law enforcement personnel assigned to the Task Force shall be directed in their Task Force duties by the Snohomish County Sheriff's Office (SCSO) through the Task Force Commander. The Task Force Commander will be an employee of Snohomish County for all purposes and, if not a regular SCSO deputy, will hold a special commission for that purpose.
- 2.4 Exhibit "B", attached hereto and incorporated herein by this reference, sets forth the personnel and related equipment and supplies currently assigned to the Task Force by each Participating Jurisdiction. Nothing in this agreement shall restrict the ability of the Snohomish County Prosecuting Attorney, Snohomish County Sheriff, Everett Police Chief, or chief law enforcement officer of any Participating Jurisdiction to reassign personnel and related equipment and supplies now or later assigned to the Task Force.

### **3.0 FINANCING**

- 3.1 Exhibit "C" sets forth the estimated Task Force operating budget and is incorporated herein by reference. Participating Jurisdictions in the aggregate agree to provide funds that will allow for at least a one-third match of the funds awarded under the Grant Contract.

- 3.2 Exhibit "D" sets forth the Local Match breakdown for the period from July 1, 2011, to June 30, 2012, and is incorporated herein by reference. Although State and/or Federal Grant funds may vary from the amount initially requested, each Participating Jurisdiction agrees to provide funding that is no less than the amount indicated in Exhibit "D", and to pay its funding share to Snohomish County as administrator of Task Force funds promptly upon request.
- 3.3 As required by the Grant Contract, each Participating Jurisdiction agrees the funding it contributes shall be provided in addition to that currently appropriated to narcotics enforcement activities and that no Task Force activity will supplant or replace any existing narcotic enforcement activities.
- 3.4 Except as modified by section 5.3 below, all revenues collected or generated by or for the Task Force shall be forwarded to the Snohomish County Treasurer and placed in a designated special account for the purpose of supporting Task Force operations, and all real or personal property of the Task Force will be held in Snohomish County's name for the benefit of the Task Force.
- 3.5 Upon termination of the Task Force, all funds remaining in said special account shall be disbursed pro rata to the then-current Participating Jurisdictions in proportion to the percentage of their most recent financial participation as indicated in Exhibit "D".

#### **4.0 GENERAL ADMINISTRATION**

- 4.1 Snohomish County agrees to provide COMMERCE with the necessary documentation to receive grant funds.

- 4.2 By executing this agreement, each Participating Jurisdiction agrees to make any certified assurances required by the Grant Contract that are within its particular control, and agrees to make all its records related to the Task Force available for inspection consistent with the Grant Contract.
- 4.3 All Task Force contracts and agreements executed on behalf of Participating Jurisdictions under this agreement must first be approved on motion of the Task Force Executive Board. By executing this agreement, each Participating Jurisdiction agrees that, for the purpose of administering the assets and resources available to the Task Force, Snohomish County is hereby granted the authority to execute on behalf of the Participating Jurisdictions all agreements and contracts signed as approved by the Task Force Executive Board, by and through its Chair, including but not limited to all contracts for professional services. Agreements and contracts executed in this manner shall have the same legal effect as if they were executed by each Participating Jurisdiction. No such agreement or contract may impose or waive liability with respect to a Participating Jurisdiction in a manner that is inconsistent with the hold harmless provision in section 10.0 of this agreement.
- 4.4 Any dispute arising under this agreement will be forwarded to the Task Force Executive Board for arbitration. The determination made by the Executive Board shall be final and conclusive as between the parties. This provision shall not apply to issues of indemnity and liability governed by the hold harmless provision in section 10.0 of this agreement.

## **5.0 ASSET FORFEITURE**

- 5.1 The Participating Jurisdictions shall refer all potential asset forfeitures initiated or investigated by officers assigned to the Task Force during the pendency of this agreement to the Task Force for disposition at the discretion of the Task Force Executive Board or prosecuting authority (Prosecuting Attorney or United States Attorney). Any such referred asset forfeiture that is pursued in state court will be prosecuted in the name of Snohomish County on behalf of the Task Force and its Participating Jurisdictions.
- 5.2 The Task Force Commander, under the direction of the Task Force Executive Board, shall manage the acquisition and disposition of assets seized or forfeited as a result of this agreement in compliance with law and Task Force Procedures.
- 5.3 A portion of the net monetary proceeds of each asset forfeiture made by the Task Force shall be distributed to the involved investigating agencies commensurate with their participation as determined by prior agreement between the Task Force Commander and said agencies, or in the absence of such agreement, by the Task Force Executive Board, prior to dedication of the remaining proceeds to the Task Force as specified in section 3.4. As long as the personnel, equipment, and related supply assignments stated in Exhibit "B" remain unchanged, distributions to Snohomish County and the City of Everett under this subparagraph shall be 40 percent each of the net monetary proceeds remaining after distributions under this subparagraph to Participating Jurisdictions other than Snohomish County and the City of Everett. If assignments change from those stated in Exhibit "B", the Task Force Executive Board may modify the relative percentage allocations to Snohomish County and the

City of Everett on a case-by-case or permanent basis. For purposes of this subparagraph, the term “net monetary proceeds” means cash proceeds realized from property forfeited during the term of this agreement that is not retained for use by the Task Force after deducting all costs and expenses incurred in its acquisition, including but not limited to the cost of satisfying any bona fide security interest to which the property may be subject at the time of seizure, the cost of sale in the case of sold property (including reasonable fees or commissions paid to independent selling agencies), amounts paid to satisfy a landlord’s claim for damages, and the amount of proceeds (typically ten percent) payable to the State of Washington under RCW 69.50.505(9) or similar law.

- 5.4 The Snohomish County may maintain funds in an amount up to \$115,000.00 from the net proceeds of vehicle seizures for the purchase of Task Force vehicles and related fleet costs.
- 5.5 Any Participating Jurisdiction receiving a distribution of assets forfeited under RCW 69.50.505 shall use such assets in accordance with RCW 69.50.505(10), which limits use to the expansion and improvement of controlled substances related law enforcement activity and prohibits use to supplant preexisting funding sources.
- 5.6 Upon termination of the Task Force, the Task Force Executive Board shall dispose of the Task Force’s interest in assets seized or forfeited as a result of this agreement in accordance with applicable federal, state and county requirements, and shall distribute proceeds in accordance with sections 5.3 and 3.5.

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

- 6.1 In the event that any equipment is acquired with grant funds, the Participating Jurisdictions agree that the Task Force will use that equipment only for specified law enforcement purposes for the term of the grant.
- 6.2 Upon termination of the Task Force, any equipment provided by Participating Jurisdictions will be returned to those respective jurisdictions.
- 6.3 Upon termination of the Task Force, the Task Force Executive Board shall dispose of all acquired equipment in accordance with applicable federal, state and county requirements, and shall distribute proceeds in accordance with section 3.5.

## **7.0 MODIFICATION**

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

## **8.0 NONDISCRIMINATION PROVISION**

- 8.1 The Participating Jurisdiction shall comply with the Snohomish County Human Rights Ordinance, Chapter 2.460 SCC, which is attached hereto and incorporated herein by this reference. Execution of this Agreement constitutes a certification by the Participating Jurisdiction of the Participating Jurisdiction's compliance with the requirements of Chapter 2.460 SCC. If the Participating Jurisdiction is found to have violated

this provision, or furnished false or misleading information in an investigation or proceeding conducted pursuant to Chapter 2.460 SCC, this Agreement may be subject to a declaration of default and termination at the County's discretion. This provision shall not affect the Participating Jurisdiction's obligations under other federal, state, or local laws against discrimination.

## **9.0 TERMINATION OF AGREEMENT**

- 9.1 Notwithstanding any provisions of this agreement, any party may withdraw from the agreement as it pertains to them by providing written notice of such withdrawal to all other parties, specifying the effective date thereof at least thirty (30) days prior to such date. A withdrawing party may take with it any equipment it has loaned or donated to the Task Force, and shall be entitled to distributions under section 5.3 of this agreement with respect to asset forfeitures initiated before the effective date of withdrawal.
- 9.2 If there is a reduction in funds by the source of those funds, and if such funds are the basis of this agreement, Snohomish County may unilaterally terminate all or part of the agreement, or may reduce its scope of work and budget.

## **10.0 HOLD HARMLESS**

- 10.1 Each party hereto agrees to save, indemnify, defend and hold the other parties harmless from any allegations, complaints, or claims of wrongful and/or negligent acts or omissions, by said party and/or its officers, agents, or employees to the fullest extent allowed by law. In the case of allegations, complaints, or claims against more than one party, any

damages allowed shall be levied in proportion to the percentage of fault attributable to each party, and each party shall have the right to seek contribution from each of the other parties in proportion to the percentage of fault attributable to each of the other parties. Moreover, the parties agree to cooperate and jointly defend any such matter to the extent allowed by law. An agency that has withdrawn assumes no responsibility for the actions of the remaining members arising after the date of withdrawal, but shall remain liable for claims of loss or liability arising prior to the effective date of withdrawal.

- 10.2 The Tulalip Tribes waives sovereign immunity to suit by any party to interpret or enforce the terms of this Agreement. The parties agree that in enforcing obligations under this Agreement, a party seeking payment from the Tulalip Tribes shall look first to the proceeds of any insurance procured by the Tribes for this purpose. Should any claim exceed the limit of procured insurance arising from the entry of a final decree in any court, or by settlement of a civil action mutually agreed to by a party to this Agreement and the Tribes, the Tribes hereby waives any claim of immunity or exemption for any assets it holds that are not subject to a restriction against alienation up to the amount necessary to discharge the obligation and the costs of collection.
- 10.3 The Sauk Suiattle Tribe waives sovereign immunity to suit by any party to interpret or enforce the terms of this Agreement. The parties agree that in enforcing obligations under this Agreement, a party seeking payment from the Sauk Suiattle Tribe shall look first to the proceeds of any insurance procured by the Tribe for this purpose. Should any claim exceed the limit of procured insurance arising from the entry of a final decree in any court, or by settlement of a civil action mutually agreed to

by a party to this Agreement and the Tribe, the Tribe hereby waives any claim of immunity or exemption for any assets it holds that are not subject to a restriction against alienation up to the amount necessary to discharge the obligation and the costs of collection.

- 10.4 The Stillaguamish Tribe waives sovereign immunity to suit by any party to interpret or enforce the terms of this Agreement. The parties agree that in enforcing obligations under this Agreement, a party seeking payment from the Stillaguamish Tribe shall look first to the proceeds of any insurance procured by the Tribe for this purpose. Should any claim exceed the limit of procured insurance arising from the entry of a final decree in any court, or by settlement of a civil action mutually agreed to by a party to this Agreement and the Tribe, the Tribe hereby waives any claim of immunity or exemption for any assets it holds that are not subject to a restriction against alienation up to the amount necessary to discharge the obligation and the costs of collection.
- 10.5 The Swinomish Tribe waives sovereign immunity to suit by any party to interpret or enforce the terms of this Agreement. The parties agree that in enforcing obligations under this Agreement, a party seeking payment from the Swinomish Tribe shall look first to the proceeds of any insurance procured by the Tribe for this purpose. Should any claim exceed the limit of procured insurance arising from the entry of a final decree in any court, or by settlement of a civil action mutually agreed to by a party to this Agreement and the Tribe, the Tribe hereby waives any claim of immunity or exemption for any assets it holds that are not subject to a restriction against alienation up to the amount necessary to discharge the obligation and the costs of collection.

**11.0 GOVERNING LAW AND VENUE**

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

**12.0 INTEGRATION**

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

**13.0 EXECUTION OF MULTIPLE ORIGINAL COUNTERPARTS**

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

**14.0 SEVERABILITY**

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

**15.0 RECORDING**

15.1 This Interlocal agreement will be recorded in compliance with RCW 39.34.040.

In witness whereof, the parties have executed this agreement.

**SNOHOMISH COUNTY, approved at the direction of the County Council.**

\_\_\_\_\_  
Aaron Reardon, County Executive

DATE: \_\_\_\_\_

ATTEST:

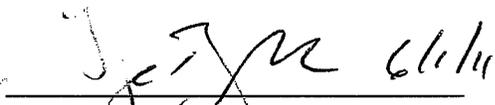
\_\_\_\_\_

APPROVAL RECOMMENDED:

\_\_\_\_\_  
John Lovick, Sheriff

DATE: \_\_\_\_\_

Approved as to form only:

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

**ATTEST:**

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

\_\_\_\_\_  
Title \_\_\_\_\_

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

**ATTEST:**

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

Dated \_\_\_\_\_

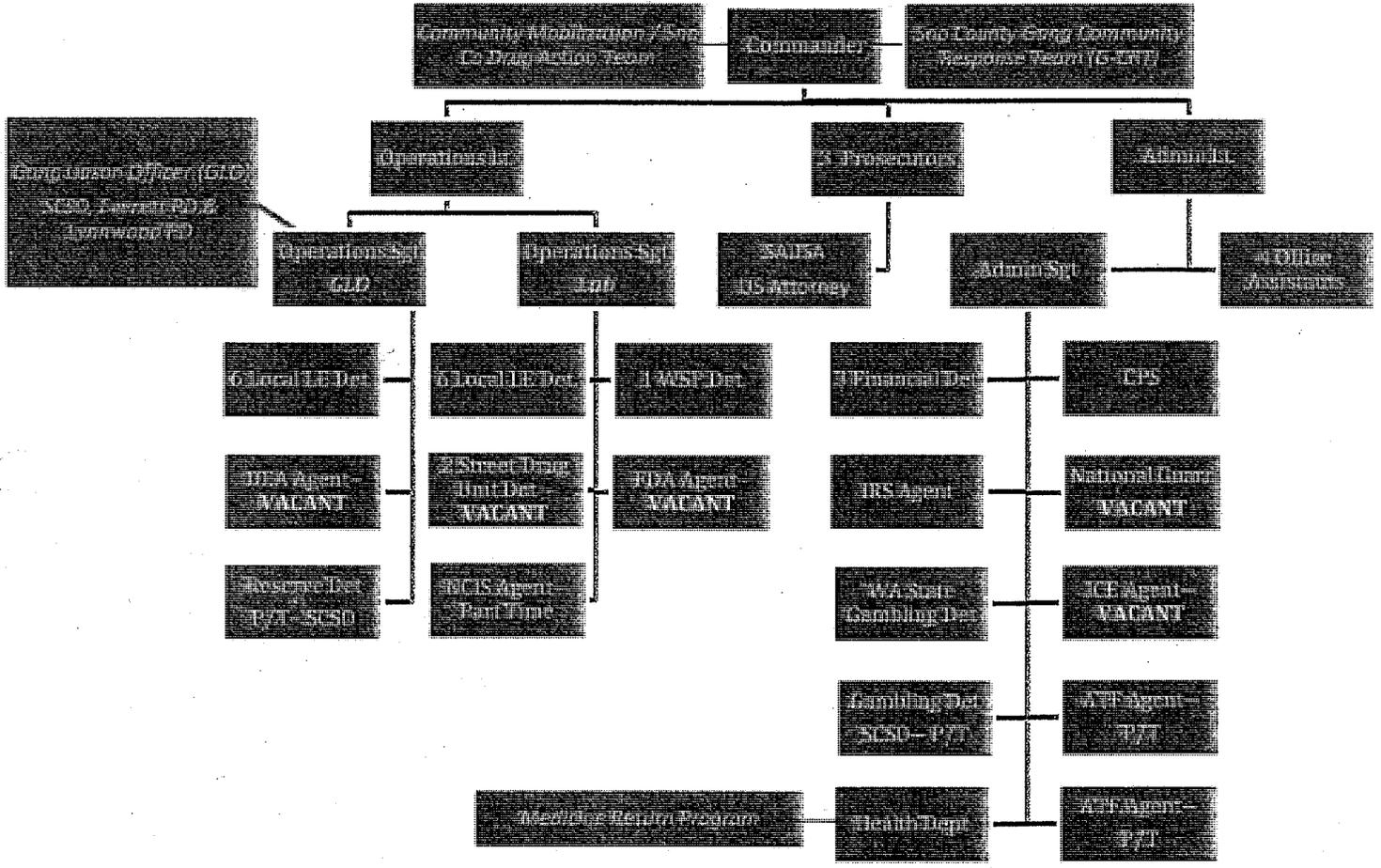
**APPROVED AS TO FORM:**

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

Dated \_\_\_\_\_

EXHIBIT A

**SRDGTF Executive Board**  
 Chief of Everett (Asst Chair), Chief of Lynnwood, Snohomish County Sheriff (Chair),  
 Snohomish County Prosecutor, City of Everett Prosecutor, SRDGTF



**EXHIBIT B**

**Snohomish Regional Drug & Gang Task Force**

Personnel and Basic Equipment Assigned by Jurisdiction  
July 1, 2011 through June 30, 2012

**EVERETT POLICE DEPARTMENT**

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

**FUNDING**

- Everett PD

**ARLINGTON POLICE DEPARTMENT**

- 1 Detective

**FUNDING**

- Justice Assistance Grant

**MARYSVILLE POLICE DEPARTMENT**

- 1 Detective

**FUNDING**

- Justice Assistance Grant

***VACANT***

**BOTHELL POLICE DEPARTMENT**

- 1 Detective

**FUNDING**

- Bothell PD

**SNOHOMISH COUNTY SHERIFF'S OFFICE**

- 1 Task Force Commander
- 1 Lieutenant
- 1 Sergeant
- 1 Sergeant
- 1 Detective
- 1 Gang Detective P/T
- 1 Reserve Deputy
- 1 Support Staff
- 1 Support Staff

**FUNDING**

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

***VACANT***

***VACANT***

**SNOHOMISH HEALTH DISTRICT**

**FUNDING**

1 Local Health Officer

SNOHOMISH COUNTY PROSECUTOR'S OFFICE

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

STATE OF WASHINGTON

1 Detective  
1 Case Worker

WA STATE GAMBLING COMMISSION

1 Agent

WASHINGTON NATIONAL GUARD

1 Intelligence Analyst

BUREAU OF ALCOHOL, TOBACCO, FIREARMS AND EXPLOSIVES

0.5 Agent  
0.5 Agent

DRUG ENFORCEMENT AGENCY

1 Agent

IMMIGRATION AND CUSTOMS ENFORCEMENT

1 Agent

NAVAL CRIMINAL INTELLIGENCE SERVICE

1 Agent

Snohomish Health District

FUNDING

Justice Assistance Grant  
Snohomish County Prosecutor  
Snohomish County Sheriff  
Snohomish County Prosecutor

FUNDING

Washington State Patrol  
DSHS, Child Protective Services

FUNDING

Washington State

FUNDING

Washington National Guard

*VACANT*

FUNDING

ATF  
ATF

FUNDING

Drug Enforcement Agency

*VACANT*

FUNDING

Immigration And Customs Enforcement

*VACANT*

FUNDING

NCIS

## EXHIBIT C

### Snohomish Regional Drug & Gang Task Force

Estimated Operating Budget for July 1, 2011 through June 30, 2012

	<u>FEDERAL FUNDS</u>	<u>LOCAL MATCH</u>	<u>TOTAL</u>
Salaries	177,428	139,466	316,894
Benefits	43,636	34,300	77,936
Contracted Services	54,080	42,420	96,500
Goods and Services	0	0	0
Travel	0	0	0
Training	2,750	2,250	5,000
Equipment	0	0	0
Confidential Funds	0	0	0
TOTALS	\$277,894	\$218,436 *	\$491,759

\* \$168,964 from Local Matching Funds; \$49,472 from Forfeited Assets Fund

Interlocal Agreement Establishing  
Snohomish Regional Drug & Gang Task Force

**EXHIBIT D**

**Snohomish Regional Drug & Gang Task Force**

Local Match Breakdowns for July 1, 2011 through June 30, 2012

<b>JURISDICTION</b>	<b>POPULATION</b>	<b>PERCENTAGE</b>	<b>AMOUNT</b>
Arlington	17,280	2.43%	\$ 4,224.00
Bothell	16,140	2.27%	\$ 3,945.00
Brier	6,490	0.91%	\$ 1,586.00
Darrington	1,505	0.21%	\$ 368.00
Edmonds	40,900	5.75%	\$ 9,998.00
Everett	104,100	14.64%	\$ 25,447.00
GoldBar	2,175	0.47%	\$ 825.00
Granite Falls	3,375	0.48%	\$ 809.00
Index	165	0.02%	\$ 40.00
Lake Stevens	26,670	3.75%	\$ 6,520.00
Lake Forest Park	-	-	\$ -
Lynnwood	36,160	5.09%	\$ 8,839.00
Marysville	58,040	8.16%	\$ 14,188.00
Mill Creek	18,700	2.63%	\$ 4,571.00
Monroe	16,680	2.35%	\$ 4,077.00
Mountlake Terrace	20,960	2.95%	\$ 5,124.00
Mukilteo	20,150	2.83%	\$ 4,926.00
Snohomish	9,320	1.31%	\$ 2,278.00
Snohomish County	300,815	42.30%	\$ 73,535.00
Stanwood	5,705	0.80%	\$ 1,395.00
Sultan	4,570	0.64%	\$ 1,117.00
DSHS, CPS	-	-	\$ -
Sauk Suiattle Tribe	-	-	\$ -
Snohomish Health District	-	-	\$ -
Stillaguamish Tribe	-	-	\$ -
Swinomish Tribe	-	-	\$ -
Tulalip Tribes	-	-	\$ -
Washington State Patrol	-	-	\$ -
<b>PARTICIPATING JURISDICTIONS' TOTALS:</b>			<b>\$ 173,535</b>



# Snohomish Regional Drug & Gang Task Force

M/S 606  
3000 Rockefeller Ave.  
Everett, WA 98201  
Phone (425) 388-3479  
Fax (360) 658-7664

June 3, 2011

Lake Stevens Police Department  
Attn: Chief Randy Celori  
PO Box 790  
Lake Stevens, WA 98258

Several changes have been made to our 2011-2012 Interlocal Agreement Establishing the Snohomish Regional Drug and Gang Task Force. While these changes have been minor and they do not affect the actions of the Task Force, they still need to be approved by each participating agency. This will eliminate the inconsistent agreements. Enclosed we have included a copy of the final 2011-2012 Interlocal Agreement.

The changes made are:

- \* 5.4 *SRDGTF* changed to *Snohomish County* and *retained* changed to *maintain*
- \* 5.5 "u" added to "nder"
- \* Exhibits were referenced in the proper order
- \* 8.0 Nondiscrimination Provision was updated to match the Snohomish County's language.
- \* City of Everett "*prosecutor*" changed to "*attorney*"
- \* 10.2 - 10.5 Individual tribal language returned to agreement.

If your agency finds these changes to be acceptable, please initial the signature lines below. By doing so, we will use the 3 original signature pages that you previously sent.

\_\_\_\_\_  
Title \_\_\_\_\_

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

**ATTEST:**

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

Dated \_\_\_\_\_

EXHIBIT B.

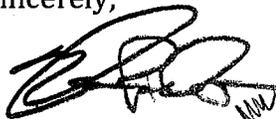
**APPROVED AS TO FORM:**

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

Dated \_\_\_\_\_

If you have any questions, please do not hesitate to contact me.

Sincerely,

A handwritten signature in black ink, appearing to be 'M. Richardson', with the initials 'MR' written below it.

Lt. Mark Richardson  
Acting Commander

MR/mlk



LAKE STEVENS CITY COUNCIL  
**STAFF REPORT**

**Council Agenda Date:** 7/25/11

**Subject:** Amendment to Intergovernmental Agreement for Furnishing Equipment Maintenance/Repair Service

**Contact Person/Department:** Chief Randy Celori **Budget Impact:** Minimal

---

**RECOMMENDATION(S)/ACTION REQUESTED OF COUNCIL:** Authorize the Mayor to sign Amendment No. 4 for Equipment Maintenance and Repair Service with Snohomish County.

---

**SUMMARY/BACKGROUND:** The Snohomish County fleet maintenance facility has provided repair and installation services to police and public works vehicles and equipment for over eleven years. The county services the police department vehicles, boats and equipment. Public Works also has select specialty vehicles serviced by the county. This annual ammendment is for one year and is related to the compensation portion of the 2007 agreement. In this amendment, the labor rate has increased from \$89.92 to \$90.95 per hour. The cost of parts from County inventory was reduced from fifty to forty percent, and the cost of parts from vendors has increased from ten to fifteen percent. If we prefer we may still choose to take our vehicles and equipment to other vendors.

---

**APPLICABLE CITY POLICIES:**

---

**BUDGET IMPACT:** I do not anticipate any significant change in costs from our 2010 budget.

---

**ATTACHMENTS:**

- ▶ Exhibit A: Amendment No. 4
- ▶ Exhibit B: Amendment No. 3

After Recording Return to:

Snohomish County  
Department of Public Works  
Fleet Management Division  
3402 McDougall Avenue  
Everett, WA 98201

**AMENDMENT NO. 4  
TO INTERLOCAL AGREEMENT FOR  
FURNISHING EQUIPMENT MAINTENANCE/REPAIR SERVICE**

Agency: City of Lake Stevens

---

THIS AMENDMENT to the certain Interlocal Agreement For Furnishing Equipment Maintenance/Repair Service ("Agreement") entered into on April 10, 2008 and amended on November 13, 2008, November 4, 2009, and October 15, 2010 is made by and between Snohomish County, a political subdivision of the State of Washington, and the City of Lake Stevens, a municipal corporation of the State of Washington. For and in consideration of the mutual benefits herein, the terms and conditions of the Agreement are hereby modified as follows:

1. COMPENSATION. Section 7.1, Compensation, is deleted and replaced with the following:

7.1. Compensation. Compensation for services rendered during the 2011 contract period shall be as follows:

- a. County inventory parts shall be supplied at cost + 40%.
- b. County labor shall be supplied at a cost of Ninety and 95/100 (\$90.95) per hour; overtime labor shall be provided at 1.5 times the hourly rate.

**AMENDMENT NO. 4 TO  
INTERLOCAL AGREEMENT FOR FURNISHING  
EQUIPMENT MAINTENANCE/REPAIR SERVICE  
WITH CITY OF LAKE STEVENS (2012)**

c. Vendor repairs shall be provided at County cost plus labor for transporting to and from vendor at the above County labor rate, and direct parts shall be supplied at cost + 15%.

2. TERM. The term of this Agreement, set out in section 8 of the Agreement, shall be extended one (1) year through December 31, 2012.

3. EXHIBIT B. Exhibit B is amended to add or delete vehicles/equipment as follows: Current list of applicable City equipment is attached hereto and incorporated within.

EXCEPT AS EXPRESSLY PROVIDED BY THIS AMENDMENT, ALL OTHER TERMS AND CONDITIONS OF THE AGREEMENT SHALL REMAIN IN FULL FORCE AND EFFECT.

SNOHOMISH COUNTY

CITY OF LAKE STEVENS

By: \_\_\_\_\_  
County Executive or Designee  
Date: \_\_\_\_\_

By: \_\_\_\_\_  
Name/Title: Vern Little, Mayor  
Date: \_\_\_\_\_

AMENDMENT TEMPLATE ONLY  
REVIEWED AND APPROVED:  
Gordon W. Sivley  
Deputy Prosecuting Attorney  
Date: September 16, 2009

**AMENDMENT NO. 4 TO  
INTERLOCAL AGREEMENT FOR FURNISHING  
EQUIPMENT MAINTENANCE/REPAIR SERVICE  
WITH CITY OF LAKE STEVENS (2012)**

**EXHIBIT B**

**CITY VEHICLE/EQUIPMENT LIST**

**EXHIBIT B  
INTERLOCAL AGREEMENT FOR FURNISHING  
EQUIPMENT MAINTENANCE/REPAIR SERVICE  
WITH CITY OF LAKE STEVENS (2012)**

EXIHIBT "B"  
EQUIPMENT  
INTERLOCAL AGREEMENT  
FOR FURNISHING VEHICLE MAINTENANCE/REPAIR  
SERVICE

New Agreement Title: 2012 vehicle maintenance/repair service agreement

Agency: Snohomish County

City: Lake Stevens

ID#	Vehicle	VIN	License
PT01	1997 Bayliner/Wahoo	HIN#WJ0A01VAL697	N/A
PT04	2004 Bombardier/Seadoo	ZZN14647L304	N/A
PT19	2003 Ford Crown Victoria	2FAHP71WX3X191044	33549D
PT20	1997 Ford CE Bus	1FDLE40S2VHA37434	35466D
PT21	2004 Ford Crown Victoria	2FAHP71W34X152300	35467D
PT22	2006 Ford Crown Victoria	2FAHP71W36X146113	40181D
PT23	2006 Ford Expedition	1FMPU16516LA75983	40183D
PT24	2004 Chevrolet Colorado	1GCCS138848189762	35469D
PT26	2006 Smart VMS2 (Radar Trailer)	1K9BM11166G118006	43601D
PT27	1998 Hawke/Yacht Club Trailer	4H1001317W0239526	43602D
PT28	2006 Chevrolet Impala	2G1WS581569426644	43606D
PT29	2007 Ford Expedition SSV	1FMFU16527LA55139	44829D
PT30	2007 Ford Crown Victoria	2FAHP71W27X132673	44814D
PT31	2007 Ford Crown Victoria	2FAHP71W17X132678	43610D
PT32	2007 Ford Crown Victoria	2FAHP71W67X132675	44813D
PT33	2007 Ford Crown Victoria	2FAHP71W87X132676	44816D

PT34	2007 Ford Crown Victoria	2FAHP71WX7X132677	44817D
PT35	2007 Ford Crown Victoria	2FAHP71W47X132674	44815D
PT37	2008 Chevrolet Impala	2G1WB58K489222056	44845D
PT38	2008 Chevrolet Impala	2G1WB58KX89179567	44842D
PT39	2008 Chevrolet Impala	2G1WB58KX89181853	44843D
PT40	2007 Dodge Caravan	1D4GP24E87B251264	44844D
PT41	2009 Chevrolet Tahoe	1GNEC03009R196837	44849D
PT43	1997 Escort Boat Trailer	405121BA6VA000002	44830D
PT44	2007 Load Rite Boat Trailer	5A4RH4V2372001212	44850D
PT45	2009 North River Boat 22'	NRB G0370 G909	
PT46	2010 Ford Crown Victoria	2FABP7BV7AX125768	51081D
PT47	2010 Ford Crown Victoria	2FABP7BV9AX125769	51082D
PT48	2011 Ford Crown Victoria	2FABP7BV6BX100653	51083D

Vehicle Number	Vehicle Description	Lic Plate	VIN	Department
PW1	99 Chevy C3 1ton	24956D	1G8HC34R2XF006916	PW
PW2	90 Chevy K3 1ton Sander	30920D	1G8HK34N2LE251506	PW
PW3	08 Ford F-150	44846D	1FTRF14WX8KD60855	PW
PW4	08 Ford F-150	44847D	1FTRF14W38KD60857	PW
PW5	08 Ford F-150	44848D	1FTRF14W18KD50856	PW
PW6	95 Ford Crown Victoria	39693D	2FALP71WXSX179064	IT
PW7	00 Ford Crown Victoria	24962D	2FAFP71W9YX202632	PW
PW9	87 GMC Boom Truck	30283D	1GDM7D1G3JB500086	PW
PW11	07 Elgin Sweeper	44831D	49HAADB17OX61686	PW
PW12	92 International Sweep	43604D	1HTSDNYL5NH406432	PW
PW13	97 GMC Sierra Dump	38311C	1GDKC34J8VJ501932	PW
PW14	97 Ford Ranger	54463C	1FTCR15XSHPA94535	PW
PW16	92 International Boom	43603D	1HTSDPBR0NH406437	PW
PW18	96 Chevy COE (Cab Over)	32555D	J8BC4B1KXT7004668	PW
PW19	96 Freightliner 5 Yard Dump	47291D	1FV6HLBA6TL622734	Planning
PW22	06 Ford Ranger	40180D	1FTZR15E16PA21477	PW
PW23	06 Ford F-350 Crew Cab	40182D	1FTWW31586ED43428	PW
PW26	04 Sterling Vactor	39692D	2FZHATAK44AM86486	PW
PW 27	02 Crown Victoria	33548D	2FAFP71W03X115694	PW
PW28	02 GMC Sweeper	44852D	1GDM7C1C92J512243	PW
PW24	Diesel Tank 100 Gallon	N/A	Attached to PW18	PW
PW41	04 Chevy Astro Van	35470D	1GNEL19X34B127426	PW
PW40	97 Ford Dump/Sander/Plow	44853D	1FDZS96V9VVA23274	PW

After Recording Return to:

Snohomish County  
Department of Public Works  
Fleet Management Division  
3402 McDougall Avenue  
Everett, WA 98201

**AMENDMENT NO. 3  
TO INTERLOCAL AGREEMENT FOR  
FURNISHING EQUIPMENT MAINTENANCE/REPAIR SERVICE**

Agency: City of Lake Stevens

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THIS AMENDMENT to that certain Interlocal Agreement For Furnishing Equipment Maintenance/Repair Service ("Agreement") entered into on April 10, 2008 and amended on November 13, 2008, and November 4, 2009, is made by and between Snohomish County, a political subdivision of the State of Washington, and the City of Lake Stevens, a municipal corporation of the State of Washington. For and in consideration of the mutual benefits herein, the terms and conditions of the Agreement are hereby modified as follows:

1. COMPENSATION. Section 7.1, Compensation, is deleted and replaced with the following:

7.1. Compensation. Compensation for services rendered during the 2011 contract period shall be as follows:

- a. County inventory parts shall be supplied at cost + 50%.
- b. County labor shall be supplied at a cost of Eighty Nine and 92/100 (\$89.92) per hour; overtime labor shall be provided at 1.5 times the hourly rate.
- c. Vendor repairs shall be provided at County cost plus labor for transporting to and from vendor at the above County labor rate, and direct parts shall be supplied at cost + 10%.

**AMENDMENT NO. 1 TO  
INTERLOCAL AGREEMENT FOR FURNISHING  
EQUIPMENT MAINTENANCE/REPAIR SERVICE  
WITH CITY OF LAKE STEVENS (2011)**

2. TERM. The term of this Agreement, set out in section 8 of the Agreement, shall be extended one (1) year through December 31, 2011.
3. EXHIBIT B. Exhibit B is amended to add or delete vehicles/equipment as follows: Current list of applicable City equipment is attached hereto and incorporated within.

EXCEPT AS EXPRESSLY PROVIDED BY THIS AMENDMENT, ALL OTHER TERMS AND CONDITIONS OF THE AGREEMENT SHALL REMAIN IN FULL FORCE AND EFFECT.

SNOHOMISH COUNTY

CITY OF LAKE STEVENS

By: \_\_\_\_\_  
County Executive or Designee  
Date: \_\_\_\_\_

By: \_\_\_\_\_  
Name/Title: Verne Little, Mayor  
Date: \_\_\_\_\_

AMENDMENT TEMPLATE ONLY  
REVIEWED AND APPROVED:  
Gordon W. Sivley  
Deputy Prosecuting Attorney  
Date: September 16, 2009

**AMENDMENT NO. 1 TO  
INTERLOCAL AGREEMENT FOR FURNISHING  
EQUIPMENT MAINTENANCE/REPAIR SERVICE  
WITH CITY OF LAKE STEVENS (2011)**

**EXHIBIT B**

**CITY VEHICLE/EQUIPMENT LIST**

**(10)**

**EXHIBIT B  
INTERLOCAL AGREEMENT FOR FURNISHING  
EQUIPMENT MAINTENANCE/REPAIR SERVICE  
WITH CITY OF \_\_\_\_\_(2)\_\_\_\_\_ (4)**

COPY

EXIHIBT "B"  
EQUIPMENT  
INTERLOCAL AGREEMENT  
FOR FURNISHING VEHICLE MAINTENANCE/REPAIR  
SERVICE

New Agreement Title: 2009-2010 Vehicle maintenance/repair service agreement

Agency: Snohomish County

City: Lake Stevens

ID#	Vehicle	VIN	License
PT01	1997 Bayliner/Wahoo	HIN#WJ0A01VAL697	N/A
PT03	1998 Wells Cargo Trailer	1WC200E1XW4033225	22915D
PT04	2004 Bombardier/Seadoo	ZZN14647L304	N/A
PT19	2003 Ford Crown Vic.	2FAHP71WX3X191044	33549D
PT20	1997 Ford CE Bus	1FDLE40S2VHA37434	35466D
PT21	2004 Ford Crown Vic.	2FAHP71W34X152300	35467D
PT22	2006 Ford Crown Vic.	2FAHP71W36X146113	40181D
PT23	2006 Ford Expedition	1FMPU16516LA75983	40183D
PT24	2004 Chevrolet Colorado	1GCCS138848189762	35469D
PT26	2006 Smart VMS2 (Radar Trailer)	1K9BM11166G118006	43601D
PT27	1998 Hawke/Yacht Club Trailer	4H1001317W0239526	43602D
PT28	2006 Chevrolet Impala	2G1WS581569426644	43606D
PT29	2007 Ford Expedition SSV	1FMFU16527LA55139	44829D
PT30	2007 Ford Crown Victoria	2FAHP71W27X132673	44814D
PT31	2007 Ford Crown Victoria	2FAHP71W17X132678	43610D
PT32	2007 Ford Crown Victoria	2FAHP71W67X132675	44813D

COPY

PT33	2007 Ford Crown Victoria	2FAHP71W87X132676	44816D
PT34	2007 Ford Crown Victoria	2FAHP71WX7X132677	44817D
PT35	2007 Ford Crown Victoria	2FAHP71W47X132674	44815D
PT37	2008 Chevrolet Impala	2G1WB58K489222056	44845D
PT38	2008 Chevrolet Impala	2G1WB58KX89179567	44842D
PT39	2008 Chevrolet Impala	2G1WB58KX89181853	44843D
PT40	2007 Dodge Caravan	1D4GP24E87B251264	44844D
PT41	2009 Chevrolet Tahoe	1GNEC03009R196837	44849D
PT42	2009 Harley Davidson M/C	1HD1FHM169Y664398	2469EX
PT43	1997 Escort Boat Trailer	405121BA6VA000002	44830D
PT44	2007 Load Rite Boat Trailer	5A4RH4V2372001212	44850D
	Radar Trailer 2000 Utility	LCAU5081220680	24961D

COPY

Exhibit "B" Public Works Vehicle/Equipment 10/01/09

Vehicle Type/Description	Vehicle PW #	Lic #	VIN #
Freightliner 5 yard dump truck	PW19	47291D	1FV6HLBA6TL622734
2008 Ford F-150	PW5	44848D	1FTRF14W18KD50856
2008 Ford F-150	PW4	44847D	1FTRF14W38KD60857
2008 Ford F-150	PW3	44846D	1FTRF14WX8KD60855
2007 Elgin Sweeper	PW11	44831D	49HAADB17OX61686
2006 Ford Ranger	PW22	622	1FTZR15E16PA21477
2006 Ford F-350 Crewcab	PW23	40182D	1FTWW31586ED43428
2004 Sterling (Vactor truck)	PW26	39692D	2FZHATAK44AM86486
2000 Ford Interceptor	PW7	24962D	2FAFP71W9YX202632
1999 C3 1 ton Chevy	PW1		1GBHC34R2XF006916
1997 GMC Sierra Dump Truck	PW13/27	38311C	1GDKC34J8VJ501932
1997 Ford Ranger 4x4	PW14	54463C	1FTCR15XSVPA94535
1996 Chevy W4 Cabover Truck	PW18		J8BC4B1KXT7004668
1995 Ford Crown Victoria	PW6	39693D	2FALP71WXSX179064
1994 Ford Sweeper	PW8	24964D	1FDXH70C9RVA40616
1994 Chevy Astro Van	PW17	33547D	1GCDM1522RB228215
1993 Shoulder Mower	PW 30		
1992 International White Boom Truck	PW16		
1992 International	PW12	43604D	1HTSDNYL5NH406432
1990 K3 1 ton Chevy sander/plow	PW2		1GBHK34N2LE251506
1988 GMC Van	PW15	30292D	2GTGG35KIJ4505524
1987 GMC Blue Boom Truck	PW9	30283D	1GDM7D1G3JB500086
1980 International Dump Truck	PW10	17687D	1HTAA1752BHB15539
1978 Chevy Orange Lift Van		17653D	



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LAKE STEVENS CITY COUNCIL  
**STAFF REPORT**

**Council Agenda Date:** 7/25/11

**Subject:** Amendment to Interlocal Agreement Concerning In-Service Training for Law Enforcement Officers

**Contact Person/Department:** Chief Randy W. Celori **Budget Impact:** \$400.00

---

**RECOMMENDATION(S)/ACTION REQUESTED OF COUNCIL:** Authorize the Mayor to sign Amendment No. 1 to Interlocal Government Agreement between the City of Everett and Snohomish County and Cities Located within Snohomish, King, and Skagit Counties for In-Service Training.

---

**SUMMARY/BACKGROUND:** Police Officers receive annual basic skills refresher training, approximately 24 hours, that is conducted by a consortium of police agencies called the Snohomish County Regional Training Group. The City of Everett is the host agency and we previously paid \$200 per year to offset expenses. Periodically we will provide instructors to assist in training. This amendment is a result of the increase in costs associated with the hosting, conducting, and participating in the training, along with the withdrawal of a few agencies. This amendment raises our annual fee to \$400 per year.

This amendment allows our officers to continue to receive current training at affordable costs. The Police Department has participated in this regional basic skills refresher-training program several years. We regularly attend meetings of the Regional Training Group. The training program is developed and approved by the committee to meet the current needs of the participating departments. This training is conducted over three days and is held every month. Each Patrol Officer and Sergeant is required to attend every year.

---

**APPLICABLE CITY POLICIES:**

*WAC 139-05-300 Requirement for in-service training.*

*The commission recognizes that continuing education and training is the cornerstone for a successful career as a peace officer in providing competent public safety services to the communities of Washington State.*

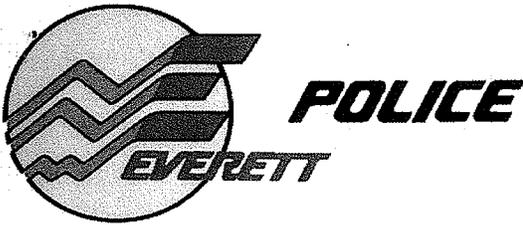
*(1) Effective January 1, 2006, every peace officer certified under RCW [43.101.095](#) will complete a minimum of twenty-four hours of in-service training annually.*

---

**BUDGET IMPACT:** Our previous annual fee was \$200. This amendment raises the annual fee to \$400 per year. This fee is for the entire department and not per individual.

---

**ATTACHMENTS:**► Exhibit A: Amendment No. 1 to Interlocal Government Agreement Between the City of Everett and Snohomish County and Cities Located within Snohomish, King, and Skagit Counties for In-Service Training.



June 7, 2011

Chief Randy Celori  
Lake Stevens Police Department  
1806 Main Street  
Lake Stevens, WA 98258

**RE: Amendment No. 1 to Interlocal Government Agreement Between the City of Everett and Snohomish County and Cities Located within Snohomish, King, and Skagit Counties for In-Service Training**

Dear Sir:

Enclosed are two duplicate originals of the proposed Amendment No. 1 to the 2007 Interlocal Government Agreement between the City of Everett and Snohomish County and Cities Located within Snohomish, King, and Skagit Counties for In-Service Training. Please take the necessary steps to have your agency/city sign both originals, returning one to me. Once the City of Everett has received all signed original counterparts from all of the agencies who are currently participating in this Agreement (or who had participated, until the date of this Amendment), the Amendment will be considered fully executed and effective among all of the agencies.

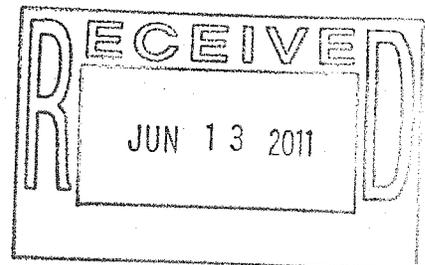
Thank you for your help in this matter.

Very truly yours,

JAMES I. SCHARF  
Chief of Police

A handwritten signature in black ink, appearing to read "J. Scharf", written over a horizontal line.

Sergeant Ryan Dalberg  
Everett Police Department Training Unit  
425-257-8455



**AMENDMENT NO. 1 TO INTERLOCAL GOVERNMENT AGREEMENT  
BETWEEN THE CITY OF EVERETT AND SNOHOMISH COUNTY AND  
CITIES LOCATED WITHIN SNOHOMISH, KING AND SKAGIT COUNTIES  
FOR IN-SERVICE TRAINING**

WHEREAS, in 2007 public agencies located in Snohomish County, King County and Skagit County, including the cities of Arlington, Bothell, Brier, Edmonds, Everett, Lake Stevens, Lynnwood, Marysville, Mill Creek, Monroe, Mount Vernon, Mountlake Terrace, Mukilteo, Snohomish, Sultan and the Town of Granite Falls and Snohomish County (hereinafter collectively referred to as the "2007 Participating Entities") entered into an Interlocal Agreement related to conducting regular in-service training sessions on various law enforcement topics; and

WHEREAS, the 2007 Agreement is currently set to be effective through December 31, 2012; and

WHEREAS, Snohomish County has withdrawn its participation subsequent to entering into the 2007 Agreement; and

WHEREAS, the City of Mount Vernon has withdrawn its participation subsequent to entering into the 2007 Agreement; and

WHEREAS, the city of Lynnwood has withdrawn its participation subsequent to entering into the 2007 Agreement; and

WHEREAS, as part of the Snohomish County Region of the Washington Criminal Justice Training Commission, the cities of Arlington, Bothell, Brier, Edmonds, Everett, Lake Stevens, Marysville, Mill Creek, Monroe, Mountlake Terrace, Mukilteo, and Snohomish, (hereinafter collectively referred to as the "Remaining Participating Entities") have continued to conduct regular in-service training sessions on various law enforcement topics; and

WHEREAS, the City of Everett Police Department is the typical coordinator of the regular in-service training sessions, and has incurred costs associated with these regular in-service training sessions, including but not limited to, acquisition of instructors for specialized classes and certifications, miscellaneous expendable goods, wear and tear on equipment, and use of facilities; and

WHEREAS, it is appropriate that the Remaining Participating Entities share in the costs associated with hosting, conducting, and participating in the regular in-service training sessions; and

WHEREAS, the increased costs associated with the annual training require an increase in the payment contribution from the Remaining Participating Entities;

NOW THEREFORE, the 2007 Participating Entities agree to amend and modify the 2007 Agreement as follows:

1. Section 1.0 "Payment" is modified to read as follows:

Participating Entities -- Payment

This Agreement's Participating Entities are the cities of Arlington, Bothell, Brier, Edmonds, Everett, Lake Stevens, Marysville, Mill Creek, Monroe, Mountlake Terrace, Mukilteo, and Snohomish. Each Participating Entity shall contribute fees at the rates indicated below\* per year toward paying for the costs of instructors, classes and certifications, equipment wear and tear, and expendable items used in the regular in-service training sessions: Payment for the year 2007 shall be paid to the City of Everett as custodian of the funds on or before January 31, 2007. Subsequent payments shall be made on or before January 31 of each year thereafter, and shall be payable to the City of Everett as custodian of the funds until notice of a change of custodian is given in accordance with Section 4 below.

\*Participating Entities shall contribute fees at a rate commensurate to the number of sworn officers in the agency.

Less than 50 officers	\$400.00 per year
50 – 100 officers	\$600.00 per year
Over 100 officers	\$800.00 per year

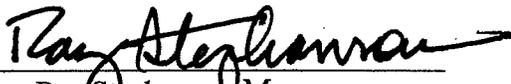
The annual contribution entitles each Participating Entity to have officers attend the regular training sessions.

2. Section 11.0 "Execution of Multiple Counterparts" is modified to read as follows:

Execution of Multiple Counterparts

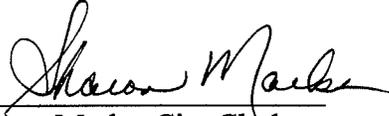
This Agreement and any Amendment thereto, may be reproduced in any number of original counterparts. Each participating agency need sign only one counterpart and when the signature pages are all assembled with one original counterpart, that compilation constitutes a fully executed and effective agreement among all the participating agencies.

**CITY OF EVERETT**, a Washington  
municipal corporation

By:   
Ray Stephanson, Mayor

4-9-2011  
Date

ATTEST:

  
Sharon Marks, City Clerk  
Date: 4/5/11

\_\_\_\_\_  
Participating Entity

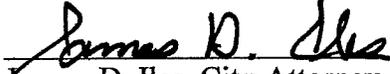
By: \_\_\_\_\_  
Typed/Printed Name: \_\_\_\_\_  
Position/Office: \_\_\_\_\_

\_\_\_\_\_  
Date

ATTEST:

\_\_\_\_\_  
Date: \_\_\_\_\_

APPROVED AS TO FORM:

  
James, D. Iles, City Attorney  
Date: 4/5/11

APPROVED AS TO FORM:

\_\_\_\_\_  
Date: \_\_\_\_\_

**INTERLOCAL GOVERNMENT AGREEMENT BETWEEN THE  
CITY OF EVERETT AND SNOHOMISH COUNTY AND CITIES LOCATED WITHIN  
SNOHOMISH, KING AND SKAGIT COUNTIES FOR IN-SERVICE TRAINING.**

THIS AGREEMENT is made and entered into this 25<sup>th</sup> day of January 2008, by and between the City of Everett and the city of Edmonds.

**RECITALS:**

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

WHEREAS, public agencies located in the Snohomish County, King County and Skagit County including the cities of Arlington, Bothell, Brier, Edmonds, Everett, Lake Stevens, Lynnwood, Marysville, Mill Creek, Monroe, Mount Vernon, Mountlake Terrace, Mukilteo, Snohomish, Sultan and the Town of Granite Falls and Snohomish County (herein after collectively referred to as the "Participating Entities") comprise the Snohomish County Regional Training Group and are empowered by law to train their law enforcement personnel; and

WHEREAS, the Participating Entities conduct regular in-service training sessions on various law enforcement topics; and

WHEREAS, the City of Everett Police Department is typically the host of the regular in-service training sessions, and has incurred and will incur costs associated with these regular in-service training sessions, including but not limited to, miscellaneous expendable goods, wear and tear on equipment, and the use of facilities, and

WHEREAS, other Participating Entities may host the regular in-service training sessions at future times; and

WHEREAS, it is appropriate that all of the Participating Entities share in the costs associated with hosting, conducting and participating in the regular in-service training sessions;

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

POLICE IN-SERVICE TRAINING - Edmonds

## **1.0 Payment**

The undersigned Participating Entities shall contribute fees at the rates indicated below\* per year toward paying for the costs of equipment wear and tear, and expendable items used in the regular in-service training sessions: Payment for the year 2007 shall be paid to the City of Everett as custodian of the funds on or before January 31, 2007. Subsequent payments shall be made on or before January 31 of each year thereafter, and shall be payable to the City of Everett as custodian of the funds until notice of a change of custodian is given in accordance with Section 4 below.

- Participating Entities shall contribute fees at a rate commensurate to the number of sworn officers in the agency.

Less than 50 officers	\$200.00 per year
50-100 officers	\$300.00 per year
Over 100 officers	\$400.00 per year

The annual contribution entitles each Participating Entity to have officers attend the regular training sessions.

## **2.0 Scope of Services**

2.1 Until notice of a change is given, in accordance with Section 4 below, the Everett Police Department shall coordinate the facilities necessary to conduct regular in-service training sessions. The Everett Police Department shall schedule regular in-service training sessions on various law enforcement –related topics, and shall give reasonable prior notice to each Participating Entity of the date, time and place where each training session will be held, and the nature of the topic for each regular training sessions.

2.2 Training for Participating Entities' personnel shall be jointly provided by the law enforcement personnel of the Participating Entities.

## **3.0 Effective Date**

The initial term of this Agreement shall commence on January 1, 2007 and it shall continue in effect through December 31, 2012, unless sooner terminated as provided under this Agreement. Thereafter, this Agreement shall automatically renew and continue on a year to year basis, until terminated as provided under this Agreement.

#### 4.0 Changes

- 4.1 This Agreement may be modified by mutual agreement of the Participating Entities. No such amendment shall be effective until it is reduced to writing and signed by all Participating Entities with the same formality as this Agreement.
- 4.2 The fund custodian and regular in-service site may be changed by the majority agreement of the Participating Entities without modifying this Agreement, but with reasonable notice to all Participating Entities.

#### 5.0 Waiver

No waiver by any party of any term of condition of this Agreement shall be deemed or construed as a waiver of any other term of condition, nor shall a waiver of any breach be deemed to constitute a waiver of any subsequent breach, whether of the same or of a different provision of this Agreement.

#### 6.0 Allocation of Liability / Insurance

- 6.1 Each Participating Entity shall be responsible for the conduct and liability of its own personnel in the performance of this Agreement. Each Participating Entity shall maintain appropriate insurance coverage for the activities occurring under this Agreement, including but not limited to personal injury, death and property damage limits of not less than \$1,000,000 (one million dollars) per occurrence, or provide proof of participating in an insurance pool providing equivalent or greater coverage acceptable to the city.
- 6.2 This Section 6 shall survive termination of this Agreement.

#### 7.0 Legal Requirements

The Participating Entities shall comply with all applicable federal, state and local laws in performing this Agreement.

#### 8.0 Termination

8.1 Any Participating Entity may terminate or suspend its participation in this Agreement, with or without reason, by providing written notice to the other Participating Entities at least thirty (30) days prior to the effective date of any such termination or suspension.

8.2 Termination shall not relieve a Participating Entity of its obligations as set forth in section 6 and shall not entitle it to any refund.

#### 9.0 Entire Agreement – Severability

This Agreement shall be governed by the laws of the State of Washington, as to interpretation and performance. Any action hereunder may be brought only in the Superior Court of Washington for Snohomish County. This Agreement constitutes the entire agreement of the parties. Should any part, term or provision of this Agreement be determined by a court of competent jurisdiction to be invalid, the remainder of the Agreement shall not be affected, and the same shall continue in full force and effect.

#### 10.0 Agreement- Amendment

This Agreement contains the terms and conditions agreed upon by the Participating Entities. The Participating Entities agree that there are no other understandings, oral or otherwise, regarding the subject matter of this Agreement. This Agreement may only be amended by written instrument executed by the Participating Entities.

#### 11.0 Execution of Multiple Counterparts

This Agreement may be reproduced in any number of original counterparts. Each participating agency need sign only one counterpart and when the signature pages are all assembled with one original counterpart, that compilation constitutes a fully executed and effective agreement among all the participating agencies.

#### 12.0 Recording

As required by RCW 39.34.040, this Agreement shall be filed with the County Auditor.

#### 13.0 Interlocal Cooperation Act

The parties agree that no separate legal administrative entities are necessary in order to carry out this Agreement. If determined by a court to be necessary for the purposes of the Interlocal Cooperation ACT, Ch. 39.34 RCW, by an administrator or joint board responsible for administering the Agreement will be established by mutual agreement. Any real or personal property used by the parties in connection with this

Agreement will be acquired, held and disposed of by that party in its discretion, and other parties will have no joint or other interest herein.

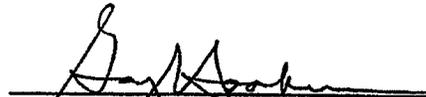
14.0 Liability

No liability shall attach to any of the parties by reason of entering into this Agreement except as expressly provided herein. None of the parties to this Agreement assume any duty to any third party.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day and year first above written.

CITY OF EVERETT

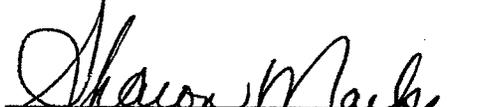
  
Ray Stephanson, Mayor

  
Participating Entity

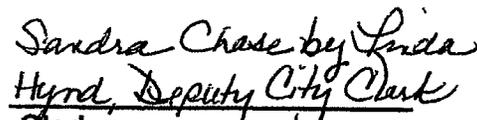
By: City of Edmonds

Its: Mayor

ATTEST:

  
Clerk

ATTEST:

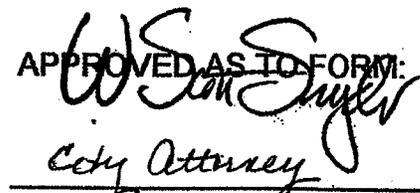
  
Clerk

APPROVED AS TO FORM:

  
City Attorney

Elmer E. "Ned" Johnston, Jr.

APPROVED AS TO FORM:

  
City Attorney

By:

**AMENDMENT NO. 1 TO INTERLOCAL GOVERNMENT AGREEMENT  
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WHEREAS, the City of Mount Vernon has withdrawn its participation subsequent to entering into the 2007 Agreement; and

WHEREAS, the city of Lynnwood has withdrawn its participation subsequent to entering into the 2007 Agreement; and

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**CITY OF EVERETT**, a Washington  
municipal corporation

By: Ray Stephanson  
Ray Stephanson, Mayor

4-9-2011  
Date

ATTEST:

Sharon Marks  
Sharon Marks, City Clerk  
Date: 4/5/11

\_\_\_\_\_  
Participating Entity

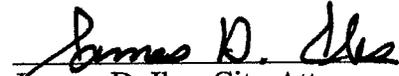
By: \_\_\_\_\_  
Typed/Printed Name: \_\_\_\_\_  
Position/Office: \_\_\_\_\_

\_\_\_\_\_  
Date

ATTEST:

\_\_\_\_\_  
Date: \_\_\_\_\_

APPROVED AS TO FORM:

  
James, D. Iles, City Attorney  
Date: 4/5/11

APPROVED AS TO FORM:

\_\_\_\_\_  
Date: \_\_\_\_\_



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LAKE STEVENS CITY COUNCIL  
**STAFF REPORT**

**Council Agenda Date:** July 25, 2011

**Subject:** Amendment to the fees resolution

**Contact Person/Department:** Norma Scott, City Clerk/Admin. Asst. **Budget Impact:** N/A

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**RECOMMENDATION(S)/ACTION REQUESTED OF COUNCIL:** **Approve Resolution No. 2011-9 amending the fees resolution.**

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**SUMMARY/BACKGROUND:** Staff is requesting the fees resolution be amended to include the following changes:

On Page 14, Table F: Schedule of Miscellaneous Fees and Fines, under Duplication of Public Records, for in-house copying of City documents for the public, the copying fee listed is 15 cents per page after the fifth page which is being changed to 15¢/page/side with the first \$2.00 charge free. The same changes were made for creating an electronic record. I have also added per side (15¢/page/side) for clarification. Increasing the free copies will save accounting/cashiering time on such nominal amounts.

Under business licenses on Page 14, the Canvassers, Solicitors, and Peddlers license was changed from \$40 application fee plus \$10/person/day to a flat charge of \$75 for the first three employees and \$10/employee for each additional employee. The \$75 does not include the Washington State Patrol's application fee for records check that is currently \$10. Solicitor licenses require considerable staff time to process, for example: we request the State Patrol's background check for each solicitor, forward all license documentation to the Police Department who reviews the solicitor's background check and provides a written report of approval or denial, and then City Hall creates license identification cards for each approved solicitor. We will collect all license fees at time of application with no refunds. For clarification under this same section I have changed the temporary license fee to \$40. Currently it appears they pay the \$40 license application fee plus the \$20 temporary license fee or pay just the \$20.

A certification fee was added to Page 15, under Table F: Schedule of Miscellaneous Fees and Fines, to cover certifying of public records at \$5 for the first page and \$1 for each page after the 1<sup>st</sup> page. This fee is what the State allows the Courts to charge.

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**APPLICABLE CITY POLICIES:** Council approves all fees.

---

**BUDGET IMPACT:** N/A

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**ATTACHMENTS:**

- ▶ Exhibit A: Resolution No. 2011-9



CITY OF LAKE STEVENS  
Lake Stevens, Washington

RESOLUTION NO. 2011-9

A RESOLUTION REPEALING RESOLUTION NO. 2011-6 AND ADOPTING AMOUNTS FOR THE RATES, FEES, AND DEPOSITS FOR VARIOUS SERVICES PROVIDED AND ACTIONS PERFORMED BY THE CITY AND FINES LEVIED AGAINST CODE VIOLATORS, TO INCLUDE NEW LAND USE FEES FOR SERVICES ACTIONS OR PERMITS

WHEREAS, the City Council, through ordinance, has adopted regulations requiring certain actions and services; and,

WHEREAS, these various ordinances set forth that fees shall be set by resolution, and;

WHEREAS, the cost of providing these various services consistent with applicable codes, regulations, and policies periodically increase or decrease, or certain services or practices are discontinued and fees are no longer needed; and,

WHEREAS, it is the intent of the City of Lake Stevens to charge appropriate fees and charges that are consistent with the services provided and to cover the public cost of providing these various services so that the public is not subsidizing individual benefits derived therefrom;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF LAKE STEVENS AS FOLLOWS: Resolution No. 2011-6 is hereby repealed and the following rates, fees, and deposits for various services provided and actions performed by the city and fines levied against code violators are hereby adopted:

**Section 1. Fees and Deposits-General.**

- A. **Fees.** Fees are intended to cover the normal, recurring administrative costs associated with said action, such as secretarial staff time, advertising, mailings, file distribution, etc. and project review. Fees are non-refundable. The applicant is responsible for costs incurred for any portion of project/permit reviewed by a consultant hired by the City for such review.
- B. **Payment Due.** Fees and deposits are due at the time the action is requested (e.g., at time of application) or occurs (e.g., prior to a specific action). An applicant may pay all fees and deposits of a multi-phased project in advance; however, doing so does not vest applicable fees due. Fees due are those in effect at the time the specific action or phase of an action is requested or occurs.
- C. **Late Payment Penalties.** If payment is not received within 30 days of the due date specified on the invoice, the amount due shall accrue interest at the rate of 1.5 percent per month from the date the fee became due and the date payment is actually made.
- D. **Waivers.** Upon petition by the applicant, the City Council may waive any of the fees or portions thereof, for any non-profit organization that provide services for the necessary support of the poor or infirm.
- E. **Concurrent Applications.** Concurrent applications requiring land use fees established by this resolution shall be subject to each fee cumulatively as if reviewed separately. There shall be no reduction in fees where more than one type of fee is charged for a project.

**Section 2. Land Use Fees.** Fees for various services, actions, and permits regarding land use, as per LSMC Title 14 and 16, shall be as listed in Table A. Land Use fees are in addition to Building Permit fees. Attorney fees may be recovered for specific projects. (Note: "X.XX" number refers to Use Category from Title 14 Table of Permissible Uses.)

Table A: Schedule of Land Use Fees

Action/Permit/Determination	Fee (\$)
<b>ADMINISTRATIVE APPROVALS/DETERMINATIONS – TYPE I REVIEW</b>	
Administrative Design Review	450
Administrative Modifications	450
Boundary Line Adjustments	1,000
Changes of Use	750
Code Interpretations	150
Docks – Private (6.410)	200
<b>Grading Permits</b>	<b>375</b>
Home Occupations	Reviewed as part of business license
Lot Line Consolidation	500
Reasonable Use Exceptions	200+critical areas review
Temporary Use	
- Temporary Residence (1.700)	125
- Temporary Mobile/Modular Public Structures (15.500) in any zone	100
- Temporary Structures (23.000)	200
<b>ADMINISTRATIVE CONDITIONAL USE PERMITS (formerly Special Use Permits)</b>	
Basic Review & administrative decision	1,000
If hearing called for in addition to previous costs)	Hearing Examiner cost
<b>ANNEXATIONS</b>	
Submission of 10% Petition	0
Submission of 60% Petition	0
If it goes to BRB hearing	0
<b>ATTORNEY FEES</b>	Applicant pays actual cost charged City plus 10/hr
<b>APPEALS PER TITLE 14</b>	
To City Council	350
To Hearing Examiner	350+Hearing Examiner cost
To Shoreline Hearings Board	75/hr
<b>BINDING SITE PLANS</b>	<b>6,000</b>
Revision	1,000
<b>COMPREHENSIVE PLAN AMENDMENTS (including area-wide-rezones)</b>	
Minor Amendment (annual cycle)	2,400
Major Amendment (5-year cycle)	3,500
<b>CONDITIONAL USE PERMITS</b>	5,500+ Hearing Examiner cost
<b>CONSTRUCTION PLAN APPROVAL</b>	
Residential developments 1-9 units	1,300 for first two reviews + 200 for each additional review
Residential developments 10 or more units	1,500 + 150 per lot for first two reviews + 300 for each

Action/Permit/Determination	Fee (\$)
Commercial and/or non-residential developments	additional review 2,000 for first two reviews + 300 for each additional review
<b>CONSULTANT FEES</b>	Applicant pays actual cost charged City plus 10/hr
<b>CRITICAL AREA REVIEW</b>	Applicant pays actual cost charged City plus 10/hr
<b>DEVELOPMENT AGREEMENT</b>	1,400
<b>EDDS DEVIATION REQUEST</b>	100
<b>ESSENTIAL PUBLIC FACILITIES (in addition to conditional use permit fees)</b>	
Essential Public Facility	Public participation costs (e.g., mailings, noticing, room rental) +consultant fees +attorney fees
Secure Community Transition Facility	Public participation costs (e.g., mailings, noticing, room rental) +consultant fees +attorney fees
<b>EVENT PERMITS</b>	
Event Level 1	75
Event Level 2	225
Event Level 3	300
Event Level 4	1,050
Event Level 4 Deposit	80% of City estimated cost for City services
Event Expedited Review Fee	100
Boat Launch Closure	100/day
Recycle Containers	10/unit deposit 35/unit replacement fee for unreturned or damaged units
<b>FIREWORKS PERMITS</b>	
Fireworks Display	100
Fire Works Stand	185
<b>IMPACT FEES</b>	
Park Mitigation	
Single Family Residence and Apartments with 3+ bedrooms	2,363/dwelling
Duplex and Apartments with 2 bedrooms	1,733/dwelling
Apartments with 0-1 bedrooms	1,103/dwelling
School Mitigation	
Detached Single Family Residence	4,532/dwelling
Duplex/Apartment/Townhouse with 2 or more bedrooms	3,035/dwelling
Duplex/Apartment/Townhouse with 1 or fewer bedrooms	0
Traffic Mitigation	Based on a project specific traffic report
<b>LAND USE CODE AMENDMENTS</b>	3,000
<b>MISCELLANEOUS ACTIONS/ITEMS</b>	
Permit Extension	150
Public Notice Signs Rental Fee	50
Sign Non-Return Charge – If not returned within 7 days of permit approval	10/sign
Security Administration Fee, per each security	100

<b>MISCELLANEOUS TASKS</b>	
Miscellaneous Engineering Review (e.g., storm drainage plans for Single-Family Residential & Duplexes, drainage studies, etc.)	75/hr
Miscellaneous Research or other staff time	75/hr
<b>PARK PERMITS</b>	
Park Permit without Picnic Shelter	35
Park Permit is included if Picnic Shelter is rented	0
<b>PLANNED NEIGHBORHOOD DEVELOPMENTS</b>	
	3,500+Hearing Examiner cost
<b>PRE-APPLICATION CONFERENCE FEE</b> (Credited toward preliminary subdivision/short subdivision application fee upon submittal of said application if received within 12 months from date of pre-application conference.)	
Without Consultant Review	400
With Consultant Review	1,100
<b>RECONSIDERATION OF DECISION by:</b>	
Planning Director	200
Design Review Board	200
City Council	200
Hearing Examiner	100+Hearing Examiner cost
<b>RECORDING FEES</b>	
	At cost (paid directly to Snohomish County)
<b>REZONES - ZONING MAP AMENDMENTS</b>	
Rezone Minor	500+Hearing Examiner cost
Rezone Major	1,000+Hearing Examiner cost
Area-wide Rezones	See Comprehensive Plan Amendments fee
<b>RIGHT-OF-WAY</b>	
Right-of-Way Permit	
Individual Residential (outside roadway improvements)	50
All Others	200
Right-of-Way Vacation	1,000
Road Cuts (required only for pavement cuts where roadway overlay is not required by City)	2 per square foot
<b>SEPA REVIEW (does not include critical areas review, which is a separate fee)</b>	
Review of SEPA Checklist	750
Review of requested studies	75/study per hour 2 hour minimum
Review of requested traffic studies	75 per hour 2 hour minimum
Review of requested drainage studies	75 per hour 2 hour minimum
Environmental Impact Statement (EIS)	75 per hour 10 hour minimum
Addendum	300
SEPA Appeals (to Hearing Examiner)	150+Hearing Examiner cost
<b>SHORELINE PERMITS</b> (may also require SEPA and critical area review fees)	
Shoreline Conditional Use	1,200+Hearing Examiner cost
Shoreline Exemption	200
Shoreline Substantial Development	1,875
Shoreline Variance	1,200+Hearing Examiner cost
<b>SIGN PERMITS</b>	
Sign Permit	150+50/sign

CITY OF LAKE STEVENS

RESOLUTION NO. 2011-9  
 FEES, DEPOSITS, AND FINES

Action/Permit/Determination	Fee (\$)
Master Sign Program Permit	450
Action/Permit/Determination	Fee (\$)
<b>SUBDIVISIONS (1-9 lots – Short Plat; more than 9 lots – Plat)</b>	
Preliminary Short Plat	4,320
Final Short Plat	765
Short Plat Alteration	1,225
Short Plat Vacation	1,225
Preliminary Plat	10,030
Final Plat	1,565 + 100 per lot or unit + Survey Consultant Review cost
Plat Alteration	1,600
Plat Vacation	1,600
Street Signs (per Manual on Uniform Traffic Control Devices)	Purchased & installed by applicant per code & consistent with MUTCD
<b>VARIANCE (Hearing Examiner review)</b>	1,100+Hearing Examiner cost
<b>ZONING CERTIFICATION LETTER</b>	150

**Section 3. Building Permit Fees.** (Land Use fees, if required, are in addition to Building Permit fees.)

- A. Washington State Building Codes Adopted. The City of Lake Stevens does hereby incorporate by this reference as though fully set forth the fees from:
1. 2009 edition of the International Building Code (IBC)
  2. 2009 edition of the International Residential Code (IRC)
  3. 2009 edition of the International Mechanical Code including the 2009 International Fuel Code, 2008 National Fire Protection Association 58 (Liquefied Petroleum Gas Code) and 2009 National Fire Protection Association 54 (National Fuel Gas Code)
  4. 2009 edition of the Uniform Plumbing Code
  5. Washington State Barrier Free Regulations (Title 51 WAC)
  6. Current edition of the Washington State Energy Code
  7. 2009 edition of the International Fire Code
  8. Current edition of the Washington State Ventilation & Indoor Air Quality Code
- B. Valuation for Calculating Building Permit Fees. Any building or structure not addressed in Subsection C, below, shall be determined according to the International Code Council "Building Valuation Data" which is herein incorporated by reference as though fully set forth. The "Building Valuation Data," including modifiers, is found in Building Safety Journal, and is published quarterly by the International Code Council. Subsequent semi-annual revisions of the "Building Valuation Data" shall be automatically incorporated by this reference to be effective immediately following each new publication. Building permit fees shall be based on the formulas contained in Table 1A.

**(Building Code) Table 1A: Building Permit Fees**

Total Valuation	Fee
\$1.00 to \$499.99	\$23.50
\$500.00 to \$1,999.99	\$23.50 for the first \$499.99 plus \$3.05 for each additional \$100, or fraction thereof, up to and including \$1,999.99.
\$2,000.00 to \$24,999.99	\$69.25 for the first \$1,999.99 plus \$14 for each additional \$1,000, or fraction thereof, up to and including \$24,999.99.
\$25,000.00 to \$49,999.99	\$391.25 for the first \$24,999.99 plus \$10.10 for each additional \$1,000, or fraction thereof, up to and including \$49,999.99.
\$50,000 to \$99,999.99	\$643.75 for the first \$49,999.99 plus \$7.00 for each additional \$1,000, or fraction thereof, up to and including \$99,999.99.
\$100,000 to \$499,999.99	\$993.75 for the first \$99,999.99 plus \$6.50 for each additional \$1,000, or fraction thereof, up to and including \$499,999.99.
\$500,000 to \$999,999.99	\$3,233.75 for the first \$499,999.99 plus \$4.75 for each additional \$1,000, or fraction thereof, up to and including \$999,999.99.
\$1,000,000 and up	\$5,608.75 for the first \$999,999.99 plus \$3.65 for each additional \$1,000, or fraction thereof.

- C. Plan Review Fees:

Building: Residential: 65% of the building permit fee using table 1A, Commercial 85% of the building permit fee using table 1A . Plumbing and Mechanical: 25% of permit fee or City's hourly cost or \$75 per hour, whichever is greater.

- D. Fire Department Commercial Plan Review.  
 New or Tenant Improvement Building Permits – Applies to all Occupancies except Groups R-3 and U

Construction Valuation		Fee
From:	To:	
\$0	\$1,000	\$30
\$1,001	\$5,000	\$115
\$5,001	\$10,000	\$175
\$10,001	\$20,000	\$200
\$20,001	\$45,000	\$260
\$45,001	\$100,000	\$315
\$100,001	\$250,000	\$430
\$250,001	\$500,000	\$545
\$500,001	\$1,000,000	\$690
\$1,000,001	\$1,500,000	\$775
\$1,500,001	\$2,000,000	\$835
>\$2 million		\$865 plus \$55 per \$500,000 (prorated over \$2 million)

- E. Other Inspections and Fees:  
 See Section II Tables D and E for Sprinkler and Alarm fees.  
 Inspections outside of normal business hours: \$75/ hour, 2 hour minimum.  
 Reinspection fees assessed at \$75 per hour (1 hour minimum).  
 Penalty for commencing work prior to permit issuance: Double permit fee.  
 Inspections for which no fee is specifically indicated: \$75 /hour (1/2 hour minimum).  
 Additional plan review required by changes, additions or revisions to plans: \$75/hour.  
 For use of outside consultants for plan checking and inspections, or both: Actual Costs
- F. Miscellaneous Building Permit Fees. Tables B2 and B3 specifies those fees charged for permits to be issued pursuant to the Washington State Building Code and which are not included in the provisions of Subsections A and B:

**Table B2: Schedule of Miscellaneous Building Permit Fees**

Permit	Fee (\$)		
	Permit	Plan Check	Total
Accessory Structures/Porch Cover	Valued as for carport or garage per IRC, whichever it more closely resembles		
Building Code fee - WA State per RCW 19.27.085: per unit	\$4.50		\$4.50
Each additional unit	\$2.00		\$2.00
Deck Permit	Refer to Table 1A	65% of permit fee	Permit fee + plan check fee

Permit	Fee (\$)		
	Permit	Plan Check	Total
Demolition Permit	50		50
Dock Permit	Refer to building standards valuation list		
Fence/Retaining Wall	75		75
Masonry Fireplace	Refer to building standards valuation list		
Mobile Home Placement & Skirting	225		225
Certificate of Occupancy	100		100
Temporary C of O valid for 30 days	75		75
Reroof: Residential	40.00		40.00
Residential with sheathing	90.00		90.00
Commercial	Refer to Table B1	85% of permit fee	Permit fee + plan check fee

Table B3: Mechanical and Plumbing Fees

Mechanical Fees		Plumbing Fees	
Mechanical Permit	27.00	Plumbing Permit	27.00
AC unit < 100,000k	20.00	Back Flow Preventer	10.00
AC unit 100,000k – 499,999 k	30.00	Bathtub	10.00
AC unit 500,000k and up	40.00	Commercial Dishwasher	15.00
Air Handlers <10,000 CFM	13.00	Drinking Fountain	10.00
Air Handlers 10,000 CFM and up	23.00	Floor Sink or Drain	10.00
Boilers	15.00	Grease Interceptor	50.00
Commercial Incinerator	30.00	Grease Traps	10.00
Condensers	20.00	Hose Bibs	10.00
Domestic Incinerator	20.00	Ice Makers	10.00
Duct Work	15.00	Kitchen Sink	10.00
Evaporative Cooler	15.00	Laundry Tray	10.00
Forced Air System <100,000 BTU	18.00	Lavatory	10.00
Forced Air System 100,000 or more BTU	24.00	Lawn Sprinkler System	10.00
Gas Clothes Dryer	15.00	Medical Gas 1- 5	50.00

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Mechanical Fees		Plumbing Fees	
Gas Piping 1 – 4 Outlets	11.00	Medical Gas, for each one over five	10.00
Additional Outlets	1.00	Mop Sink	10.00
Heat Exchanger	15.00	Other	10.00
Heat Pump	15.00	Pedicure Chair	10.00
Manf. Fireplace/ Log Lite	18.00	Reclaimed Water System	40.00
Misc. Appliance	15.00	Residential Dishwasher	10.00
Range Hood – Residential	15.00	Roof Drains	10.00
Range Hood – Commercial	150.00	Shower	10.00
Refrigeration Unit <100K	20.00	Specialty Fixtures	10.00
Refrigeration Unit 100K – 499K	30.00	Supplemental Permit	15.00
Refrigeration Unit 500K and up	40.00	Testing of Reclaimed Water System	30.00
Relocation Repair	15.00	Urinal	10.00
Stove Appliance	15.00	Vacuum Breakers 1- 5	10.00
Supplemental Permit	15.00	Vacuum Breakers, for each one over five	2.00
Vent Systems	15.00	Washing Machine	10.00
Vent w/o Appliance	10.00	Waste Interceptor	10.00
Ventilation Fans	10.00	Water Closet	10.00
Wall/Unit Heaters	20.00	Water Heater	15.00
Water Heater	15.00	Water Service	10.00
Wood Stoves	18.00		

**Section 4. Sewer Fees.** Fees for various services, actions, and permits regarding sewerage, as per LSMC Titles 6 and 14, shall be as listed in Table C (below).

**Table C: Schedule of Sewer Service Rates, Fees, and Fines**

Service/Action	Fee/Fine (\$)
<b>Sewer Disconnection Inspection - Capping</b>	125
<b>Sewer Re-Connection - Uncapping</b>	125
<b>Side Sewer Permit Fee</b>	
- Single-family dwelling units	250
- Duplex	375
- Tri-plex	500
- Multiple Units 4+ (apartments & condos)	250 for the first unit served, next 3 units 125 each. Sequence restarts with 5 <sup>th</sup> unit.
- Commercial or industrial buildings	250for the first unit served, next 3 units 125 for each additional separate leasable area. Sequence restarts with 5 <sup>th</sup> unit.
- Modifications or additions to an existing side sewer servicing a building where such modification or addition is done entirely on private property	125 each
<b>Local Facilities Charge</b>	
- Sewer stub permit (except in case below)	3,530 each
- No stub provided by District	
- Exception per Developer Extension Agreement or through ULID Agreement. Stub extension is subject to reimbursable.	Check with Lake Stevens Sewer District
<b>Illegal connections to District sewer system</b>	1000 fine and 100per day
<b>Sewer Connection Charges</b>	6,850 per residential unit or equivalent
- Grade Road Basin Charge	1,080 per residential unit or equivalent within Grade Road Basin per LSMC 6.16.100
- Grade Road Frontage Charge*	6,280 per residential unit or equivalent fronting Grade Road Sewer Main Extension per LSMC 6.16.100
	*Units subject to Grade Road Frontage charge are also subject to Grade Road Basin Charge
	The Grade Road Basin and Frontage Charges shall be updated with interest annually in January of each year with the current State Investment Pool rate until January 1, 2015

Service/Action	Fee/Fine (\$)
<ul style="list-style-type: none"> <li>- General Facilities (except some properties in ULID 70-1)</li> <li>- General Facility Reimbursable Fee per Developer Extension Agreement</li> <li>- Administrative Fee for processing sewer assessment agreements</li> </ul>	<p>6,850 per residential unit or equivalent</p> <p>May be applicable on a basin to basin case. Check with Lake Stevens Sewer District.</p> <p>1,100</p>
<p><b>Monthly Sewer Service Rate (LSMC 6.20.020)</b></p> <ul style="list-style-type: none"> <li>- Except grandfathered qualified Low Income Senior Citizens and Low Income Disabled Persons.</li> </ul>	<p>65/unit for the first 900 ft<sup>3</sup> of water consumption/unit 7.22/100 ft<sup>3</sup> (or part thereof) of water consumption/unit over 900 ft<sup>3</sup></p>
<p><b>Late Payment Charge (effective 1/1/97)</b></p> <ul style="list-style-type: none"> <li>- If the monthly sewer service charge is not received by the District on or by the last calendar day of the month there will be assessed a 10% late charge on the current month's outstanding charges and 8% annum interest charge on the total outstanding balance.</li> </ul>	
<p><b>Lien Fee</b></p> <ul style="list-style-type: none"> <li>- The fee for filing/releasing liens shall include the cost set by the Snohomish County Auditor's Office plus District administrative fee.</li> </ul>	<p>County Fee + 35</p>
<p><b>Collection of delinquent accounts</b></p> <ul style="list-style-type: none"> <li>- The fee shall be set by the collection agency</li> </ul> <p><b>Foreclosure (attorney and administrative fees)</b></p>	<p>2,500</p>

**Section 5. Animal Code Fees.** Fees for other various services, actions, and permits related to Animal Control, as per LSMC Title 5, shall be as listed in Table D.

Table D: Animal Code Fees

Permit/Action	Fee (\$)
<b>Dog/Cat License:</b>	
– Each dog or cat licensed within 60 days of residency or within 60 days of acquiring pet, lifetime	Free
– Each dog or cat neutered or non-neutered, lifetime	20
– Senior Citizen (defined as being 62 years of age or older) owners, lifetime	Free
– Service and guide dogs, lifetime	Free
– Duplicate license for lost or destroyed dog/cat tag	4
– Other Code Violations:	
■ First Offense, For first offense the fee for such violation will be set equivalent to the Basic Rule Violation as set forth in the Justice Information System (JIA) Law Table as published by the Administrative Office of the Courts.	
■ Second Offense, For the second offense, the fee for such violation shall be set equivalent to double the Basic Rule Violation as set forth in the Justice Information System (JIA) Law Table as published by the Administrative Office of the Courts.	
<b>Impound Fees for Cost Recovery:</b>	
– Dogs and cats (at police kennel)	25
– Dogs, Cats and other animals (at/or transported to animal shelter) As set forth by the Everett Animal Shelter animal impound fee schedule, plus an additional \$5.00 administrative fee for reviewing and processing billing statements.	
– Animals	30
– Additionally, any costs incurred which exceed the base fee and which are associated with the collection, impoundment, maintenance, treatment, and destruction of the animal(s), any fees owing, and any costs of damage cause by the animal(s) shall be the liability of the owner. The City is not responsible for such costs incurred.	Varies
<b>Pasture/Waste Management Plan (Sec5.18.040):</b>	
– Plan review fee	75
– Subsequent plan modification review	75/hour

**Section 6. Miscellaneous Police Fees.** Fees for various Police services, actions, and permits shall be as listed in Table E.



**Table E: Schedule of Miscellaneous Police Fees & Fines**

Permit/Action/Service	Fee (\$)
<b>Fingerprinting:</b>	
1. For Concealed Pistol Licenses	State fee
2. People who work or reside in the City (per 2 cards)	10
3. People who do not work or reside in the City (per 2 cards)	20
<b>Boat Launch Parking Fees and Fine:</b>	
1. Daily	5
2. Annual Permit	75
3. Low-income Seniors (defined as being 62 years of age or older)	40
4. Failure to pay fee (50% reduction if paid with in 24 hours)	40
5. Current Washington State Fishing License decal affixed to vehicle	Free
<b>DUI cost recovery:</b>	
1. Administrative fee	200
2. Jail booking fee (or as revised by Snohomish County or City of Marysville)	82
3. Daily lodging fee (or as revised by Snohomish County or City of Marysville)	61
<b>False Alarm Fees:</b>	
1. Second response to premises within six months after the first response	25
2. Third response to premises within six months after a second response	50
3. Fourth response to premises in six months after the third response and for all succeeding responses within six months of last response	100
<b>Impound Fees for Cost Recovery:</b>	
Signs if owner wants returned, per sign	25
Impound fee for wheeled recreational devices	60
Administrative storage fee for impounded vehicles	15
<b>Fine for parking:</b>	
1. Fine for parking as described in Lake Stevens Municipal Code Section 7.12.090, Prohibited Parking	40
2. Fine if paid within 24 hours	20
<b>Off-duty Officer:</b>	<b>Rate effective beginning:</b>
Security for Non-profits	1/1/10
Security for others	73.00/hr
	84.00/hr
<b>Special Event Services Deposit:</b> (For special planned events that require additional police services)	\$100 per hour of event with one hour minimum
<b>Private buoy or marker permit (annual) (LSMC 10.16.070)</b>	30
<b>Letters for search of local criminal justice data bases</b>	10
<b>Police records research, 1 hour minimum, billed in ½ hr increments, paid in advance</b>	<b>Rate effective beginning:</b>
	1/1/10
	61.00/hr
<b>Administrative dismissal of infraction for operating motor vehicle without insurance – administrative fee</b>	<b>25</b>

**Section 7. Miscellaneous Fees.** Fees for various other services, actions, and permits shall be as listed in Table F.

Table F: Schedule of Miscellaneous Fees and Fines

Permit/Action	Fee or Fine (\$)
<b>Public Works :</b>	<b>Rate effective beginning:</b>
Hourly Rate for Service for Non-profits	1/1/10 65.00/hr
Hourly Rate for Service for others	75.00/hr
<b>Business Licenses:</b>	
- Non-refundable Adult Entertainment (Cabaret) application Fee	100
- Adult Entertainment (Cabaret) Establishment (annual)	500
- Adult Entertainment (Cabaret) Establishment Manager/Entertainer (annual)	50/person
- Business License Registration – Application	40
- Business License Registration – Annual Renewal	25
<del>— Canvassers, Solicitors and Peddlers</del>	<del>40/person/day</del>
- <del>Temporary business license</del>	<del>240</del>
- <del>Renewal</del>	<del>5</del>
- <u>Canvassers, Solicitors and Peddlers (includes City application fee, does not include Washington State Patrol application fee. License expires one year from date of application)</u>	<u>75 for the 1st three employees, and \$10 for each additional employee</u>
- Live music and/or dance entertainment (annual)	50
- Games (annual)	50
- Pawnbroker and Second Dealers (annual)	500
- Washington State Department of Licensing's Master License Service	Currently New Application \$15 Renewal \$9
- Business license handling fee (fees shall be automatically amended by the State)	
<b>Duplication of Public Records: (postage/delivery costs extra)</b>	
- In-house Copying of City documents for the public	15¢/page/side <del>after the 5th page</del> first \$2 charge is free
- In-house Copying of City documents to pdf when original document is not in electronic format	10¢/page/side <del>after the 5th page</del> first \$2 charge is free \$1 extra for copy to CD
- In-House duplication of City documents to CD, such as Comprehensive Plan, Lake Stevens Municipal Code Title 14, Urban Design Standards, Engineering Design and Development Standards, etc.	10/CD
- Documents or CDs printed by outside party	Actual cost to reproduce
- Maps - Duplication of maps less than 11"X17"	2
- Maps - Duplication of maps greater than 11"x17"	6
- Special requests for plotted maps, aerials, plans, etc. (each)	12
- Audio cassette recordings of meetings: Duplicated by staff	1/tape

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Permit/Action	Fee or Fine (\$)
Duplicated by outside party - Color photos (cost to reproduce) - Duplication of all other types of City media (i.e., photographs, audio/video tapes, blueprints) shall include the cost of duplication, postage/delivery costs, and actual staff time <u>- Certified copy of a public record</u>	Actual cost to reproduce 40¢  <u>\$5 for 1st Page and \$1 each after the 1st Page</u>
<b>Dishonored Check Fine (in payment of City services)</b>	35
<b>Passports</b> ( fees shall be automatically amended by U.S. Dept. of State )	Consistent with effective federal changes
Age 16 and Over	Passport Fee 75 Execution Fee 25
Under Age 16	Passport Fee 60 Execution Fee 25
<b>Passport Photos</b>	\$16.00/set including sales tax

**Section 8. Community Center Rental Fees.** Fees for renting the City's Community Center shall be as listed in Table G.

Table G: Schedule of Rental Fees

Classification	Rental Amount (\$)
*Local users – see definition below	\$10/ hour or \$60/day
Non-local users	\$15/hour or \$90/day
**Non-Profit Community Interest Groups - see definition below	\$5/hour
Public utilities and any instrumentality of the United States, State of Washington, or political subdivision thereof with respect to the exercise of governmental functions	Free

1. If the City requires general liability insurance coverage, the event shall be required to provide proof of insurance in compliance with the Facility Use Permit rules ten days prior to the event. If applicant requests additional time (less than 10 days prior to the event) to provide proof of insurance, a City expedite fee of \$25 will be charged. If proof of insurance is not provided, the event will be cancelled.
2. "Local" user is a group whose coordinator or assigned member is a citizen of the City of Lake Stevens.
3. \*\*Non-Profit Community Interest Groups devoted to community interest whose activities generally take place within the geographical confines of the City of Lake Stevens. This classification would include, but not be limited to: Girl Scouts, Lake Stevens Historical Society and Lake Stevens Rowing Club. Non-profit group is defined as being registered with the Secretary of State as a non-profit.
4. A minimum security deposit of \$25 MAY be required of users when, in the judgment of the facilities scheduler, the type of facility use may necessitate such a deposit.
5. In case of a cancellation, a written ten-day advance notice must be received to qualify for a refund.

**Section 9. Lundeen Park Shelter Fees.** Fees for the rental of Lundeen Park Shelters shall be as listed in Table H (below).

**Table H: Schedule of Lundeen Park Shelter Rental Fees**

	<b>Group Size</b>	<b>Number of shelters</b>	<b>Rate</b>
<b>Lundeen Park Single Shelter Pricing</b>	1-25	1	\$ 40 <i>reservation fee</i> + \$ 7 <b>\$ 47</b>
	26-50	1	\$ 60 <i>reservation fee</i> + \$ 7 <b>\$ 67</b>
<b>Lundeen Park Double Shelter Pricing</b>	1-50 <i>(patron requests both shelters)</i>	2	\$ 80 <i>reservation fee</i> + \$ 7 <b>\$ 87</b>
	51-75	2	\$ 100 <i>reservation fee</i> + \$ 7 <b>\$ 107</b>
	76-100	2	\$ 120 <i>reservation fee</i> + \$ 7 <b>\$ 127</b>

**Maximum of 50 people per shelter.**

**Section 10. Stormwater Utility and Lake Management Charges.** Fees for the Stormwater Management Utility, as per LSMC Title 11, shall be as listed in Table IA (below).

**Table I: Stormwater Management Utility**

Class	Impervious Surface %	Monthly Rate	Annual Rate
Single Family	NA	\$8.67/parcel	\$104.00 per parcel
Condominium	NA	\$7.17 per unit	\$86.02per unit
Undeveloped Lot	NA	Exempt	Exempt
Exempt	Less than 1%	No Charge	No Charge
Very Light	1% to 19%	\$2.38 per 1/4 acre	\$28.61per 1/4 acre
Light	20% to 39%	\$8.00 per 1/4 acre	\$96.00 per 1/4 acre
Moderate	40% to 59%	\$13.28 per 1/4 acre	\$159.36 per 1/4 acre
Heavy	60% to 79%	\$18.06 per 1/4 acre	\$216.77 per 1/4 acre
Very Heavy	80% to 100%	\$23.90 per 1/4 acre	\$286.85 per 1/4 acre
City Roads	NA	Set in accordance with RCW 90.03.525	Set in accordance with RCW 90.03.525
State Highways	NA	Set in accordance with RCW 90.03.525	Set in accordance with RCW 90.03.525

Mobile Home parks shall be charged under the appropriate rate category by their percentage of impervious surface. Duplex, Triplex, Four-plex will be charged the base single family rate multiplied by the number of units. Parcels with multiple single family structures will be charged the base single family rate multiplied by the number of structures.

Miscellaneous structures over 120sf, parking lots, play areas, and sport courts will be charged under the appropriate rate category by their percentage of impervious surface.

Segregated plat roads and driveways in private easements will be charged a single family base rate.

Unsegregated plat roads will be charged under the appropriate rate category by their percentage of impervious surface.

Undeveloped lots are not altered from the natural state by construction and include lakefront and split lots.

Fees for the Lake Management, as per Title 11 LSMC, shall be listed in Table IB (below).

**Table IB: Lake Management Benefit Assessment**

Class	Impervious Surface %	Monthly Rate	Annual Rate
Lakefront Lot	NA	\$16.00per parcel	\$192.00 per parcel
Split Lot	NA	\$11.33 per parcel	\$136.00per parcel

The lake front lot assessment applies to each land parcel abutting the lake shore. The split lot assessment applies to each land parcel with a portion of the lot abutting the lake shore and a portion of the lot separated from the lake shore by the city road. Each parcel abutting the lake will be charged a lakefront/split lot surcharge in addition to the appropriate Stormwater Management Utility rate.

Lakefront lots developed with only a dock or other over the water structure will receive a lakefront assessment.

Lakefront /split lot parcels with multiple single family structures will be charged the applicable assessment in addition to the single family Stormwater Management Utility rate multiplied by the number of units.

Commercial lakefront/split lot parcels will be charged a lakefront/split lot assessment in addition to the appropriate rate category by their percentage of impervious surface.

Parcels with a common interest in a community beach will be charged a proportionate share of the lakefront assessment in addition to their single family (or other) Stormwater Management Utility rate.

**Section 11. Annual Fire Inspection Fees and Fire Department Related Service fees.** Fees for fire inspection and Fire Department related Services fees shall be as listed in Table J below.

**Table J: ANNUAL FIRE INSPECTION**

**AND FIRE DEPARTMENT RELATED SERVICE FEES**

<b>TABLE A -- ANNUAL FIRE INSPECTION FEE</b>			
Building size In square feet	FEE		
	B, M, R	A, E, LC, R	F, H, I, S Occupancies
0-1000	\$45	\$75	\$95
1,001-2,500	\$65	\$105	\$165
2,501-5,000	\$95	\$155	\$245
5,001-7,500	\$115	\$185	\$285
7,501-10,000	\$125	\$195	\$300
10,001-12,500	\$145	\$230	\$315
12,501-15,000	\$165	\$275	\$330
15,001-17,500	\$175	\$295	\$345
17,501-20,000	\$190	\$310	\$365
20,001-30,000	\$215	\$350	\$375
30,001-40,000	\$230	\$375	\$385
40,001-50,000	\$245	\$400	\$400
50,001-60,000	\$260	\$425	\$425
60,001-70,000	\$275	\$450	\$450
70,001-100,000	\$300	\$475	\$475
100,001-150,000	\$350	\$500	\$500
150,001-200,000	\$400	\$525	\$525
OVER 200,000	\$450	\$550	\$550
<b>REINSPECTION FEES</b>			
For uncorrected violations at time of first re-inspection			\$25
For uncorrected violations at time of second re-inspection			\$50
<b>SPECIAL INSPECTION FEES</b>			
Riser system Re testing			\$58 each

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Fuel storage tank abandonment	\$58.00 each
Alarm System re-testing	\$58.00 each
<b>SPECIAL EVENT PERMIT FIRE INSPECTIONS</b>	
During regular business hours	\$115
After regular business hours/weekends	\$69/hour of actual
<b>PYROTECHNIC FIREWORKS</b>	
Retail fireworks	\$115
Wholesale fireworks	\$115

**FIRE DEPARTMENT RELATED SERVICE**

<b>Table B -- SPECIAL ASSEMBLY PERMITS(IFC 105.6.43)</b>	
Temporary Membrane Structures, Tents & Canopies	
(See IFC 105.6.43& IFC 24)	
Duration / Commercial Use	Fee:
< 3 days	No Fee
4 to 180 days	\$58
Temporary Assembly	
For <99 people	\$58
For >100 people	\$115
<b>Table C -- EXPLOSIVES (105.6.15)</b>	
Retail Fireworks Stand	
Retail Sales - Wood Stand	included in Fireworks Permit fee
Retail Sales – Tent	included in Fireworks Permit fee
Must meet requirements of Table B, but no additional fees required.	
Public Display	
Licensed Pyrotechnic Operators Only	\$115
Temporary Storage	\$173

<b>Table D -- NFPA 72 FIRE ALARM SYSTEMS 105.7.4</b>		
Comprehensive Fees for Permit, Review & Inspection		
Tenant Improvement or System Modification		
Number of Devices*		Fee:
From:	To:	
1	2	\$ 86
3	5	\$ 144
6	10	\$ 201
11	20	\$ 259
21	40	\$ 345
41	100	\$ 431
101	200	\$ 546
>200		\$575 plus \$58 per 100 additional devices (prorated)
New System		
Number of Devices*		Fee:
From:	To:	
1	100	\$403
101	200	\$546
>200		\$575 plus \$58 per 100 additional devices (prorated)
In addition to device* fees shown, the following fees also apply:		
FACP and/or Transmitter		
Replaced		\$144
New		\$230
Note: All Central Station Monitoring must be UL or FM listed.		
*Devices include separate individual portions of a Fire Alarm System such as: Initiation Devices, Notification Appliances, Flow Switches, Supervisory Switches, Magnetic Door Hold-Open devices, Remote Annunciators, Pull Stations, Beam Detectors (each piece is one device), and other such devices.		

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<b>Table E -- FIRE SPRINKLER SYSTEMS (105.7.1, 105.7.11, 105.7.4)</b>		
Tenant Improvement or System Modification (NFPA 13 / 13R)		
Number of Sprinklers or Devices** From:      To:		Fee:
1	2	\$ 86
3	5	\$ 144
6	10	\$ 201
11	20	\$ 259
21	40	\$ 345
41	100	\$ 460
101	200	\$ 546
201	300	\$ 661
>300		\$690 plus \$58 per 100 additional devices (prorated)
New System (NFPA 13 / 13R)		
Number of Sprinklers or Devices** From:      To:		Fee:
1	100	\$431
101	200	\$546
201	300	\$690
>300		\$719 plus \$58 per 100 additional devices (prorated)
NFPA 13-D (RESIDENTIAL)		
Number of Sprinklers:		Fee*:
1 to 10		\$ 201
11 to 25		\$ 259
26+		\$ 316
*Non-required NFPA 13-D Systems Fee 50% of listed fees for voluntary installations		
Hood Suppression Systems		
Type of System:		Fee:

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Pre-Engineered	\$144
Custom Engineered	\$316
Standpipe Systems	
Class I, II or III new or existing	\$173
Fire Pump (each)	
\$345 each, maximum \$575	
**Devices include separate individual portions of a Fire Sprinkler System such as: Sprinklers, Risers, Valves, Pull Stations, Beam Detectors (each piece is one device) and other such devices.	
<b>Table F -- HAZARDOUS MATERIALS FACILITY CONSTRUCTION (105.7.7)</b>	
Hazardous Materials Installation, Repair, Abandonment, Removal, Closure or Substantial Improvement	
Permits in addition to Annual Operational Permit	
Permits required when quantity exceeds permit amounts in Table 105.6.20.	
QUANTITY	FEE
1-2 Materials in Excess of Permit Amount	\$115.00
3-5 Materials in Excess of Permit Amount	\$230.00
>5 Materials in Excess of Permit Amount	\$460.00
<b>Table G -- COMPRESSED GASES (105.7.3) AND FLAMMABLE &amp; COMBUSTIBLE LIQUIDS (105.7.6) AND LP-GAS (105.7.9)</b>	
Compressed Gas Installation, Repair, Abandonment, Closure or Substantial Modification to a Compressed Gas System when the Compressed Gases used or Stored exceed the amounts listed in Table 105.6.8.	
Modification or repair of a flammable or combustible liquids pipeline. Installation or construction or Alteration of those items listed in 105.7.6	
For installation of or modification to an LP-gas system.	
Compressed Gas System	\$201
Flammable & Combustible Liquids	
< 500 Gallons	\$115
>/= 500 Gallons	\$230
>/= 1000 Gallons	\$575
LP-Gas System	\$86

<b>Table H -- SPRAY BOOTHS (105.7.11) AND INDUSTRIAL OVENS (105.7.8) Note: Separate Sprinkler Permit Required under Table E</b>
NOT SUBJECT TO TABLE A FEES

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SPRAY BOOTHS Type:	Fee:
Pre-Engineered w/ documents	\$ 173
Site-Built or used w/o documents	\$ 288
INDUSTRIAL OVENS	\$ 288
<b>Table I -- ANNUAL BUSINESS INSPECTION FEES</b>	
1 <sup>st</sup> Inspection	In accordance with LSMC 2.52
<b>Table J -- MISCELLANEOUS FEES</b>	
Work Begun or Completed before Permit Issuance	Permit Fees Triple / No inspections until paid
After Hours Inspection (Regular Inspection Hours: 7:30am to 3:30pm)	\$86 per hour / 1 hour minimum
Firefighter Fire Watch or Standby	\$75 per hour / per firefighter 2-hour minimum per firefighter
Fire Flow Determination	\$115
Re-Inspection Fee for each inspection after the 3rd site visit, or as required by the fire code official.	\$86
<p>Fees may be reduced by the fire code official for small or short duration projects.                      Note: \$25 of each fire permit issued is retained by the permit department as an administrative fee. The remainder of the fees listed is remitted to the Fire Department.  <b>"Additional plan review required by changes, additions or revisions to plans \$58.00 per hour."</b>  <b>Outside Consultant Review: Actual Costs plus 10% (Fire Marshal Review Fee)</b></p>	
<b>TABLE K -- OPERATIONAL PERMITS</b>	
An Operational Fire Permit constitutes permission to store, or handle hazardous materials, or to operate processes which may produce conditions hazardous to life or property.	
An Operational Fire Permit is required prior to engagement in the activities, operations, practices or functions described in IFC 105.6 AND, if an ongoing operation, is required to be renewed annually before expiration.	
Unless otherwise indicated, Operational Permit Fees are \$100 each. If more than one permit is required for a single occupancy, all permits shall be issued under a single permit fee in the amount of \$150.	
Request for waivers of fees for non-profit events, in accordance with Title 9.28.135, shall be made in writing to the Fire Marshal no less than 7 days before the event or will not be considered.	
Permit Type:	Required for:
Aerosol Products	Level 2 or 3 in excess of 500 lbs

Amusement buildings	Operation of a special amusement building
Aviation Facilities	Using a Group H or Group S occupancy for aircraft servicing or aircraft fuel-servicing vehicles
Carnivals & Fairs	Conducting a carnival or fair
Battery Systems	Installing or using lead-acid battery systems w/ a liquid capacity > 50 gallons
Cellulose Nitrate film	Storing, handling or using cellulose nitrate film in a Group A occupancy
Combustible Dust	Operation of a grain elevator, flour starch mill, feed mill, or a plant pulverizing aluminum, coal, cocoa, magnesium, spices or sugar, or other operations producing combustible dusts as defined in Chapter 2 of the IFC
Combustible Fibers	Storage and handling of combustible fibers in excess of 100 cubic feet (Agricultural storage exempt)
Compressed Gases	Storage, use or handling at normal temperature and pressure of compressed gases in excess of quantities listed in IFC 105.6.8(compressed gas-fueled vehicles exempt)
Covered Mall Buildings	1. Placement of retail fixtures or displays, concession equipment, displays of highly combustible goods and similar items in the mall 2. Display of liquid- or gas- fired equipment in the mall. 3. The use of open-flame or flame-producing equipment in the mall.
Cryogenic Fluids	Production, storage, transport on site, using, handling or dispensing cryogenic fluids in excess of the amounts listed in Table 105.6.11. Exception: Permits are not required for vehicles equipped for and using cryogenic fluids as a fuel for propelling the vehicle or for refrigerating the lading.
Cutting and Welding	Cutting or welding operations within the jurisdiction
Dry Cleaning Plants	Engaging in the business of dry cleaning or to change to a more hazardous cleaning solvent used in existing dry cleaning equipment
Exhibits and Trade Shows	Operating an exhibit or trade show
Explosives	The manufacture, storage, handling, sale or use of any quantity of explosive, explosive material, fireworks, or pyrotechnic special effects within the scope of IFC 33
Flammable and Combustible Liquids	See WAC 51-54-0100, 105.6.16
Floor Finishing	Floor finishing or surfacing operations exceeding 350 square feet (33 m2) using Class I or Class II liquids
Fruit and Crop Ripening	Operating a fruit-, or crop-ripening facility or conducting a fruit-ripening process using ethylene gas.

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Fumigation and Thermal Insecticidal Fogging	Operating a business of fumigation or thermal insecticidal fogging and to maintaining a room, vault or chamber in which a toxic or flammable fumigant is used.
Hazardous Materials	Storage or Use in excess of quantities shown in Table 105.6.20.
High-piled Storage	Using a building or portion thereof as a high-piled storage area exceeding 500 square feet (46 m <sup>2</sup> )
Hot Work Operations	Hot work including, but not limited to: 1. Public exhibitions and demonstrations where hot work is conducted. 2. Use of portable hot work equipment inside a structure. Exception: Work that is conducted under a construction permit. 3. Fixed-site hot work equipment such as welding booths. 4. Hot work conducted within a hazardous fire area. 5. Application of roof coverings with the use of an open-flame device. 6. When approved, the fire code official shall issue a permit to carry out a Hot Work Program. This program allows approved personnel to regulate their facility's hot work operations. The approved personnel shall be trained in the fire safety aspects denoted in this chapter and shall be responsible for issuing permits requiring compliance with the requirements found in Chapter 26. These permits shall be issued only to their employees or hot work operations under their supervision.
Industrial Ovens	Operation of industrial ovens regulated by IFC 21
Lumberyards and Woodworking Plants	Storage or processing of lumber exceeding 100,000 board feet (8,333 ft <sup>3</sup> ) (236 m <sup>3</sup> )
Liquid- or gas-fueled vehicles or equipment in assembly buildings	Display, operation or demonstration of liquid- or gas-fueled vehicles or equipment in assembly buildings
LP Gas	1. Storage and use of LP-gas Exception: A permit is not required for individual containers with a 500-gallon (1893 L) water capacity or less serving occupancies in Group R-3. 2. Operation of cargo tankers that transport LP-gas.
Magnesium	Melting, casting, heat treating or grinding more than 10 pounds (4.54 kg) of magnesium
Miscellaneous Combustible Storage	Storing in any building or upon any premises in excess of 2,500 cubic feet (71 m <sup>3</sup> ) gross volume of combustible empty packing cases, boxes, barrels or similar containers, rubber tires, rubber, cork or similar combustible material
Open Burning	Contact Fire District Directly at 425.334.3034
Open Flames and Torches	Removing paint with a torch; or using a torch or open-flame device in a hazardous fire area
Open Flames and Candles	Using open flames or candles in connection with assembly areas, dining areas of restaurants or drinking establishments
Organic Coatings	Any organic-coating manufacturing operation producing more than 1 gallon (4 L) of an organic coating in one day

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Places of Assembly	Operating a place of assembly
Pyrotechnic special effects material	Use and handling of pyrotechnic special effects material
Pyroxylin Plastics	Storage or handling of more than 25 pounds (11 kg) of cellulose nitrate (pyroxylin) plastics and for the assembly or manufacture of articles involving pyroxylin plastics
Refrigeration Equipment	Operation of a mechanical refrigeration unit or system regulated by IFC 6
Repair garages and motor fuel-dispensing facilities.	Operation of repair garages and automotive, marine and fleet motor fuel-dispensing facilities
Rooftop Heliport	Operation of a rooftop heliport
Spraying and Dipping	Conducting a spraying or dipping operation utilizing flammable or combustible liquids or the application of combustible powders regulated by IFC 15
Storage of scrap tires and tire byproducts	Establishing, conducting or maintaining storage of scrap tires and tire byproducts that exceeds 2,500 cubic feet (71m3) of total volume of scrap tires and for indoor storage of tires and tire byproducts
Temporary Membrane Structures, Tents & Canopies	The fees for this permit are in Table B. An operational permit is not required – but a construction permit is required under Table B.
Tire-rebuilding Plants	Operation and maintenance of a tire-rebuilding plant
Waste Handling	Operation of wrecking yards, junk yards and waste material-handling facilities
Wood products	Storing chips, hogged material, lumber or plywood in excess of 200 cubic feet (6 m3)

PASSED BY THE CITY COUNCIL OF THE CITY OF LAKE STEVENS THIS 25th DAY OF July, 2011.

ATTEST:

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

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

APPROVED AS TO FORM:

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



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LAKE STEVENS CITY COUNCIL  
**STAFF REPORT**

**Council Agenda Date:** July 18, 2011

**Subject:** Interlocal Agreement for Annexation of Certain Areas of the City of Lake Stevens into the Lake Stevens Sewer District

**Contact Person/Department:** City Administrator Jan Berg      **Budget Impact:** N/A

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

Approve Interlocal Agreement for Annexation of Certain Areas of the City of Lake Stevens into the Lake Stevens Sewer District.

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**SUMMARY/BACKGROUND:**

There are currently 2,390 parcels inside the City of Lake Stevens' city limits that are not included in the Lake Stevens Sewer District boundary but are being served by the Sewer District as a result of the unification agreement. The City and District desire to correct the boundary to include all city parcels in the District. In order for the District to annex into the City, the two entities must enter into an Annexation Interlocal.

The attached agreement was approved by the Lake Stevens Sewer Commissions at their July 21<sup>st</sup> meeting.

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**APPLICABLE CITY POLICIES:**

The City Council authorizes the Mayor to sign Agreements on behalf of the City.

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**BUDGET IMPACT:**

None

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**ATTACHMENTS:**

- ▶ Exhibit A: Interlocal Agreement

**INTERLOCAL AGREEMENT FOR  
ANNEXATION OF CERTAIN AREAS WITHIN THE CITY OF LAKE STEVENS  
INTO THE LAKE STEVENS SEWER DISTRICT**

THIS AGREEMENT is made and entered into this \_\_\_\_ day of July, 2011, by and between the City of Lake Stevens, a municipal corporation of the State of Washington, hereinafter referred to as the "City" and the Lake Stevens Sewer District, a special purpose district of the State of Washington, hereinafter referred to as the "District".

- A. WHEREAS, the District and the City entered into a Unified Sewer Services Agreement relating to the provision of public sanitary sewer service in the Lake Stevens Urban Growth Area ("UGA"); and
- B. WHEREAS, the Unified Sewer Services Agreement describes, inter alia, the unification of the sewerage system within the UGA and coordination of capital projects and annexations of the District by the City which affect the sewerage system; and
- C. WHEREAS, pursuant to the Unified Sewer Services Agreement the District acquired certain sewerage facilities from the City and agreed to provide sewerage services to customers within the City's incorporated boundaries and UGA; and
- D. WHEREAS, the City and the District have determined and agree that it is in the public interest to ensure that the District's annexed boundaries include all real property located within the incorporated boundaries of the City, and accomplishment of that goal will require approximately 1,500 acres of real property currently in the City to be annexed into the District.

**AGREEMENT**

IN CONSIDERATION OF THE TERMS AND CONDITIONS SET FORTH  
BELOW, THE PARTIES AGREE AS FOLLOWS:

**1. ANNEXATION PROCESS**

- A. **Pursuit of Annexation.** The City and the District agree to pursue annexation of all real property located within the incorporated boundaries of the City into the District according to the provisions of RCW 57.24.230 -- .250 and the terms and conditions set forth in this Agreement and any amendments thereto.
- B. **Annexation Territory.** At the District's expense, the District's consulting engineers shall determine and certify the boundary of the area to be annexed and if necessary in order to effectuate the annexation, shall prepare a perimeter legal description of the boundary to be annexed.

- C. Annexation Resolution.** The annexation process shall commence upon the adoption of a resolution by the Commissioners of the District calling for the question of annexation to be submitted to the voters of the territory proposed for annexation and setting forth the boundaries thereof. Following adoption by the District the annexation resolution will be filed with the Snohomish County Council as required by RCW 57.24.230.
  
- D. Boundary Review Board.** If it is determined that the proposed annexation is subject to review by the Boundary Review Board for Snohomish County, the District agrees to submit a notice of intent to annex as required by Chapter 36.93 RCW within ten (10) days of the full execution of this Agreement. The City and District agree to take all steps required by law to secure approval by the Boundary Review Board. Each party hereto agrees that it shall not seek to invoke the jurisdiction of the Boundary Review Board and will not request or encourage any third party to do so.
  
- E. Annexation Information.** The City and the District will work cooperatively to provide technical information about the proposed annexation to the public as allowed by RCW 57.24.200.
  
- F. Election Cost.** The cost of any election provided for by RCW 57.24.250 shall be borne by the District.
  
- G. Recording or Posting.** Pursuant to RCW 39.34.040 this Agreement shall be filed with the Snohomish County Auditor or listed by subject on the web site of the District or City.

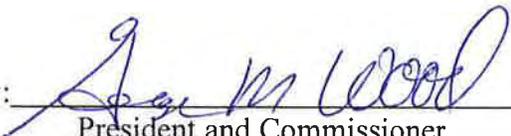
**2. UNIFIED SEWER SERVICES AGREEMENT.** Nothing contained in this Agreement shall be construed to modify or affect any of the understandings or agreements contained in the Unified Sewer Services Agreement between the parties or any amendment thereto.

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

**CITY OF LAKE STEVENS**

**LAKE STEVENS SEWER DISTRICT:**

By: \_\_\_\_\_  
Mayor

By:   
President and Commissioner



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