

City of Lake Stevens Vision Statement

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



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

Tuesday, December 12, 2017 – 6:00 p.m.

*A Stormwater Regulations Briefing
*B Land Disturbance Briefing

Russ & Josh
Russ & Josh

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

Tuesday, December 12, 2017 – 7:00 p.m.

NOTE:

WORKSHOP ON VOUCHERS AT 6:45 P.M.

CALL TO ORDER:	7:00 P.M.	Mayor
PLEDGE OF ALLEGIANCE		Council President
ROLL CALL		
APPROVAL OF AGENDA		Council President
GUEST BUSINESS:	Doug Levy, Outcomes by Levy	
CITIZEN COMMENTS		
COUNCIL BUSINESS		Council President City Attorney
	Oath of Office –Gary Petershagen, Kim Daughtry, Brett Gailey, Marcus Tageant Veteran’s Commission Reappointments Certification of Board of Health Representative and Community Transit Liaison	Council President Council President
MAYOR’S BUSINESS	Recognition of Outgoing Councilmember Holder Boards & Commissions Reappointments	Council President
CITY DEPARTMENT REPORT	Update	

Lake Stevens City Council Regular Meeting Agenda

December 12, 2017

CONSENT AGENDA:	*A Approve 2017 Vouchers	Barb
	*B Approve November 28, 2017 City Council Regular Meeting Minutes	Barb
	*C Approve Contract with Feldman & Lee re Public Defender Services	Gene
	*D Approve Cancellation of January 23, 2018 Council Meeting and Special Meeting January 22, 2018	Kathy
	*E Final Acceptance of 2017 Pavement Overlay Project	Eric
	*F Approve Lease to Own Sales Agreement with Komatsu re Excavator	Eric

PUBLIC HEARING:

PUBLIC HEARING FORMAT:

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

*A	Public Hearing re Ordinance 1009 Amending Marijuana Regulations	Russ
*B	Public Hearing re Ordinance 1004 Temporarily Prohibiting Safe Drug Injection Sites	Russ

ACTION ITEMS:

Admin/Budget Subcommittee Councilmember McDaniel

Economic Development Subcommittee Councilmember Tageant

*A	Approve Resolution 2017-21 re Pellerin Annexation	Josh
*B	Approve Resolution 2017-22 re Rhodora Annexation	Josh

Public Safety Subcommittee Councilmember McDaniel

Public Works Subcommittee Councilmember McDaniel

*C	Approve Professional Services Agreement with Bruce Dees & Associates, LLC re Lundeen Park Restoration Project	Eric
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City of Lake Stevens Vision Statement

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Parks Subcommittee

Councilmember Holder

Mayor

*D Accept a Citizen-Initiated Code Amendment to
Establish a Model Home Ordinance

Russ

DISCUSSION ITEMS:

EXECUTIVE SESSION: Collective Bargaining

ADJOURN

* ITEMS ATTACHED

** ITEMS PREVIOUSLY DISTRIBUTED

ITEMS TO BE DISTRIBUTED

THE PUBLIC IS INVITED TO ATTEND

Special Needs

The City of Lake Stevens strives to provide accessible opportunities for individuals with disabilities. Please contact Human Resources, City of Lake Stevens ADA Coordinator, (425) 334-1012, at least five business days prior to any City meeting or event if any accommodations are needed. For TDD users, please use the state's toll-free relay service, (800) 833-6384, and ask the operator to dial the City of Lake Stevens City Hall number.

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



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Staff Report
City of Lake Stevens
City Council Briefing

Date: December 12, 2017

Subject: Pending Code Amendments

1. **LUA2016-0171:** 2012 DOE Stormwater Manual.
2. **LUA2016-0025:** Land Disturbance

Contact Person/Department: Joshua Machen, *Senior Planner* / Russ Wright, *Community Development Director*

SUMMARY: Amendments to the municipal code to adopt 1) the 2012 Department of Ecology Stormwater Management Manual for Western Washington along with Low Impact Development (LID) standards and 2) to adopt updated Land Disturbance Code including local Forest Practices authority.

ACTION REQUESTED OF THE CITY COUNCIL:

Provide guidance to staff as to how the City Council would like to proceed with the adoption of the stormwater manual, low impact development standards and land disturbance updates.

BACKGROUND / HISTORY:

Both projects were established as part of the 2016 work program and carried over into 2017. The main purposes for both amendments were to meet regulatory mandates from state agencies, respectively the Department of Ecology (DOE) and the Department of Natural Resources (DNR). Staff also started a major review of our critical areas code around the same time, which is a separate and unrelated project.

Stormwater Updates

Under the Federal Clean Water Act the Environmental Protection Agency (EPA) delegates authority to the DOE to implement environmental regulations. DOE administers stormwater, shorelines and critical areas regulations in Washington State. Adoption of these codes is then delegated to local governments. Jurisdictions must implement stormwater management programs and regulations within prescribed state and federal time frames to comply with individual permits. The DOE issues Municipal Stormwater Permit, effective August 1, 2013 through July 13, 2018, which requires local governments like the city of Lake Stevens to adopt the 2012 (amended 2014) DOE Stormwater Management Manual for Western Washington. The original deadline for adoption of the stormwater manual was December 31, 2016, however, the city has been granted two extensions, one until July 2017 and the other until the end of 2017. The city will need to request another extension from ecology as staff continues to address the concerns associated with the new manual and low impact development standards. Based on recent case law, the city is already enforcing the 2012 Stormwater Manual in practice.

Staff held two briefings with the Planning Commission in late 2016 and a public hearing with the Planning Commission on January 4, 2017 to review the original scope of the proposed updates, which was to simply adopt the manual with minimal other changes. A first reading and public hearing was held with the City Council on January 24, 2017, with a motion passed to continue the hearing and

hold a second reading later. Based on DOE comments, staff a revised scope to the Planning Commission on February 15, 2017, which identified a need to review municipal code regulations to ensure that municipal standards did not create barriers to implementing LID. The distinction between prior stormwater manuals and the current manual is the preferred methodology to provide stormwater detention and water treatment. The current manual for emphasizes low impact development techniques and best management practices as the preferred method. For example, the city would expect to see smaller detention vaults and more bioretention and bioswales spread throughout project sites with the use of LID.

Staff presented the completed Low Impact Development (LID) Summary Reporting Template provided by DOE on March 15, 2017. This is spreadsheet that defines where city code may present barriers to LID or promotes opportunities to use LID techniques. In April, staff had briefed Planning Commission on some proposed code revisions to adopt the 2012 Manual and provide options to remove barriers and encourage LID practices in coordination with DOE, such as:

- **Chapter 11.06 Stormwater Management** provides the city's authority in administering the DOE Manual and the application and feasibility of LID measures;
- **Chapter 14.48 Density Standards** proposes reduced lot width requirements for lots created through a cluster subdivision and a maximum setback is proposed for residential platted lots;
- **Chapter 14.56 Street and Sidewalks** proposes to include a requirement for LID designs in road sections in combination with updated EDDS standards;
- **Chapter 14.72 Parking** proposes more flexibility in parking space dimensions and vehicle accommodation area surfacing. The unloading/loading space requirements were re-organized by use. Staff proposed requiring one accessible Electric Vehicle Charging Station with each new development; and
- **Chapter 14.76 Screening and Trees** recommends adoption of the "Seattle Green Factor Plant List" to assist developer's in choosing drought-tolerant, native plants appropriate for bioretention facilities, landscaping and screening. Staff also proposed alternatives to the 3:1 replanting ratio and add requirements for use of landscape beds for bioretention.

Due to loss of key staff in mid-2017 the project was tabled temporarily. In September, a new team began reviewing the past proposal and made further refinements to the amendments. In October 18, 2017 and November 1, 2017 staff briefed Planning Commission on LID principals and provided draft implementing code provisions. The primary changes to the municipal code were the following:

- **Chapter 11.06 Stormwater Management** provides the city's authority in administering the DOE Manual and the application and feasibility of LID measures;
- **Chapter 14.08 Definitions** the definitions in this section are proposed to identify low impact development, hard surfaces and to help provide clarity in the code regarding setbacks and where front, rear and side yards are located;
- **Chapter 14.38 Subareas** is proposed to be amended to provide limit hard surfaces while promoting the use of pervious surfaces, changing some parking requirements for restaurants, changing the landscaping section to allow for LID Facilities within landscape areas and requiring the use of more evergreen trees and vegetation and modifying setbacks to provide rear yard setbacks that are larger than side yards to help maintain vegetation and screening between developments;
- **Chapter 14.44 Supplemental Regulations** would modify "impervious surfaces" to "hard surfaces" to recognize the Washington State Department of Ecology definition, and to make

minor modifications to the previously recommended “Land Disturbance” section of code-LSMC14.50;

- **Chapter 14.46 Innovative Housing** would modify “impervious surfaces” to “hard surfaces” to recognize the Washington State Department of Ecology definition.
- **Chapter 14.48 Density Standards** suggests amendments to include maximum setbacks, modified lot coverage standards, reduced lot width requirements for lots created through a cluster subdivision and a reduction in the hard surface coverage for residential lots.
- **Chapter 14.56 Street and Sidewalks** proposes a requirement for LID design and to ensure hard surfaces are properly reviewed.
- **Chapter 14.64 Special Flood Hazards** modifies “impervious surfaces” to “hard surfaces” to recognize the Washington State Department of Ecology definition.
- **Chapter 14.72 Parking** proposes to allow more flexibility in the number of parking spaces, dimensions and vehicle accommodation area surfacing. The unloading/loading space requirements have been re-organized by use. Staff proposes requiring one accessible Electric Vehicle Charging Station with each new commercial development.
- **Chapter 14.76 Screening and Trees** is proposed to be amended to allow LID facilities within required landscape areas, to increase the size of landscape buffers between development types, to provide a more prescriptive approach to landscaping screening requirement, proposed adoption of the “Seattle Green Factor Plant List” to assist developer’s in choosing drought-tolerant, native plants appropriate for bio-retention facilities, landscaping and screening. Staff proposes that significant tree replacement should be with larger trees and staff suggest alternatives to the 3:1 replanting ratio and adding requirements for wheel stops for parking spaces adjacent to landscape beds.
- **Chapter 14.88 Critical Areas** would modify “impervious surfaces” to “hard surfaces” to recognize the Washington State Department of Ecology definition.

After the November briefing to Planning Commission, the Department met with the Master Builders Association and local developers. Major discussion points included the following:

- Technical changes to the adoption chapter to integrate the current Stormwater Manual
- Changes to setback requirements
- Reduction in total hard/impervious surface allowances
- Changes to the landscaping screening requirements
- Retention and replacement requirements for significant trees

In addition, staff met with the City Council Public Works Committee and the Mayor on separate occasions, who also expressed some concerns with the drafted code changes, specifically the implementation of specific low impact development standards. Staff has also contracted with the consulting firm OTAK, to help guide the city’s implementation and look at alternatives that would be functional within Lake Stevens. One such discussion item was the possibility of contracting with them to perform an infeasibility study for areas throughout the city. The infeasibility study would look at existing data available to the city through submitted geotechnical reports along with additional soil analysis and testing to determine infiltration rates and determine which types of low impact development techniques would be best to use locally.

Based on the concerns raised the Staff is now seeking guidance from the full City Council on to how to proceed with the adoption process of the Stormwater Manual, LID standards, and other implementing code sections. Due to the concerns raised, staff suggests following option #2, which will allow timely adoption of the Stormwater Manual and Land Disturbance ordinance, while we work through the more complicated changes in to code to fully implement LID practices. The following options are available:

Option #1:

Continue with the proposed changes to Chapter 11.06 adopting the 2012 DOE Stormwater Management Manual with 2014 amendments, the proposed changes to code adopting a new clearing and grading ordinance and the adoption of multiple code changes that address low impact development techniques across the city like those presented in the Planning Commission Packet of November 1, 2017. The changes to the Engineering Development Design Standards (EDDS) would be an implementation task that would follow the adoption of the manual next year. In addition to a possible infeasibility study for infiltration and the setting implementation policy.

Option #2:

Separate the adoption and implementation of the Stormwater Code, Low Impact Development, Land Disturbance and Landscape Changes into separate projects following individual processing steps (under this option each step would be taken separately through Planning Commission review process before being brought back to the City Council:

1. Adopted Ord. 985 as previously reviewed and now further refined making changes to Chapter 11.06, specifically adopting the 2012 (updated 2014) Department of Ecology Stormwater Management Manual.
2. Processing and adoption of a Land Disturbance ordinance, addressing our need to take over conversion forest practice permits within the City.
3. Adoption of new EDDS allowing for LID design.
4. Consideration of an infeasibility study for infiltration and setting implementation policy for LID best management practices implementation. A budget and scope of services would be provided.
5. Consider other changes to municipal code to further implement LID including a review of zoning regulations.
6. Revisions to landscape and tree retention as a separate project.

Staff believes priority amendments to best satisfy the citywide implementation of LID techniques would include the use of bioretention in road design, increase in landscaping and open spaces within developments, and retention and/or replacement of significant trees.

Land Disturbance Updates

Under the Planning Goals outlined in the Growth Management Act (RCW 36.70A.020), Cities and Counties subject to plan under RCW 36.70A.040, are required to adopt regulations that require appropriate approvals for clearing and grading and appropriate approvals for all phases of the conversion of forest lands (RCW 36.70A.570).

The scope and schedule for amendments to the city's grading and clearing regulations includes three major issues which require an update to the grading and clearing permit regulations:

1. Evaluate current thresholds for requiring clearing and grading permits and review process as found in Chapter 14.64 LSMC – Part II;
 - Consider modifying process for major clearing and grading projects – the current process requires an administrative conditional use process;
 - Clarify the administration of landscaping bonds associated with site stabilization after fill and grade activities;
 - Review the applicability of stand-alone land disturbance permits; and
 - Add language that requires the applicant to submit a letter to verify erosion controls are properly installed.
2. Integrate the forest practices regulations as outlined in RCW 76.09.010, authorizing the city to issue class IV forest practice conversion permits; and
3. Evaluate current tree preservation standards found in LSMC 14.76.120.

A Public Hearing was held with the Planning Commission on January 4, 2017 after DNR comments were received and integrated into the proposed changes. One public comment was received related to tree retention standards. The Planning Commission has recommended approval to the City Council to adopt the proposed amendments. Staff has not briefed the Council since the Planning Commission hearing because staff wanted to ensure that there was not any conflict between proposed amendments to the land disturbance code and the updated stormwater code. As noted above staff is recommending that the Council consider the land disturbance amendments as a standalone project limited to items 1 and 2 above. A more thorough and targeted review of tree retention should be undertaken separately as a potential LID implementation task.

NEXT STEPS

Based on Council's direction, staff would like to brief the Planning Commission on any final revisions to the primary code amendments and then return to Council to hold Public Hearings on the changes. If Council would like staff to pursue an infeasibility analysis a budget and scope will be provided. Outcomes of this effort would serve as the foundation for any additional code changes to remove barriers to LID implementation.



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City of Lake Stevens

Memo

To: **City Council**
From: **Mayor Spencer**
Date: **December 12, 2017**
RE: **Veterans Commission Reappointments**

The Council adopted Ordinance 996 establishing a Veterans Commission on April 25, 2017. The ordinance provides for three year-appointments to the Commission, with the first appointments being staggered, and further provides that up to three Councilmembers can be appointed to the Commission. Initial appointments to the Commission were made at the July 11, 2017 Council meeting. Councilmembers Hilt, Daughtry and Tageant were appointed to the Veterans Commission at the August 22, 2017 Council meeting, all with terms expiring December 31, 2017.

At this time, because Councilmembers/Commissioners Hilt, Daughtry and Tageant's appointments to the Veterans Commission expire at the end of the year, and because the next meeting of this commission is on January 2, 2018, it is my recommendation that Councilmembers Hilt, Daughtry and Tageant be reappointed to the Veterans Commission for full, three-year terms which will expire December 31, 2020.



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LAKE STEVENS CITY COUNCIL
STAFF REPORT

Council Agenda

Date: December 12, 2017

Subject: Appointment of Representatives to Snohomish Health District and Community Transit

Contact

Person/Department: Gene Brazel, City Administrator **Budget Impact:** N/A

RECOMMENDATION(S)/ACTION REQUESTED OF COUNCIL: Certify Councilmember Kurt Hilt as Lake Stevens representative to the Snohomish County Board of Health, and appoint Councilmember Kim Daughtry as Lake Stevens representative to Community Transit Board for the calendar year 2018.

SUMMARY/BACKGROUND: Each year the Council appoints representatives to various boards and commissions and area-wide agencies in January. Because both the Snohomish Health District and Community Transit Board have meetings prior to the City Council's first meeting in January, it is appropriate to make appointments to those two agencies at this time.

APPLICABLE CITY POLICIES:

BUDGET IMPACT: N/A

ATTACHMENTS: None.



Administration Division

November 28, 2017

The Honorable John Spencer
City of Lake Stevens
P.O. Box 257
Lake Stevens, WA 98258

Re: Annual Certification of Board of Health Representative

Dear Mayor Spencer:

It's time again to certify your city's representative to the Board of Health.

To improve the health of all Snohomish County residents, the Board of Health sets local public health policy and oversees the operations of the Snohomish Health District. The Board determines the Health District's programming, which affects how infectious diseases are prevented, how we respond to emergencies, and how we deal with the increasing challenges of an aging population and chronic diseases. The Board is also currently addressing the opioid epidemic, strategic planning, and financial sustainability.

In addition to attending monthly Board of Health meetings, Board members are asked to serve on one of three committees. These committees meet monthly and address topics such as budgeting, Board governance, and policy matters.

The Board is comprised of the five Snohomish County Council members and ten representatives from the incorporated cities within Snohomish County. Per the Health District Charter:

- (a) *The largest city within each County Council District shall appoint a Board of Health representative in accordance with each city's procedure for making such appointments. The representative appointed shall be certified annually by the mayor or city manager as properly appointed in a letter to the Health District.*
- (b) *Cities and towns other than the largest within each County Council District jointly shall select a single representative by a method of their choosing. This representative shall be jointly certified annually by the mayors or city managers as properly appointed in a letter to the Health District.*

Lake Stevens is the largest city in District 5 and thus selects its own representative. The current representative for your city is Councilmember Kurt Hilt, who remains eligible to serve on the Board. Mr. Hilt also serves as chair of the Board's Administration Committee and is a member of the Executive Committee. He's an important voice on the Board, and we're grateful for his participation and input. Returning Board members provide important institutional memory and consistency in addressing ongoing matters, and we hope Mr. Hilt will once again represent Lake Stevens on the Board.

The first 2018 meeting of the Board will be on January 9. Certification must occur before representatives can assume their seat on the Board. Certifications must be made by the Mayor or City Manager of the appointing city in a letter to the Health District. The letter can be mailed to the address below or emailed to lcarl@snohd.org.

Thank you for your consideration, Mayor Spencer. If you have any questions, please call me at (425) 339-5210.

Sincerely,

Jeff Ketchel, Administrator

cc: Lake Stevens City Council

3020 Rucker Avenue, Suite 306 ■ Everett, WA 98201-3900 ■ ph: 425.339.5210 ■ fax: 425.339.5263

City of Lake Stevens

Memo

To: **City Council**
From: **Mayor Spencer**
Date: **December 12, 2017**
RE: **Boards and Commissions Reappointments**

Several Boards and Commissions appointments expire on December 31, 2017. We have reached out to those Boards and Commission members asking if they would like to be reappointed for a four-year term beginning January 1, 2018 and expiring December 31, 2021. We have received the following requests for reappointment:

Planning Commission:

- Vicki Oslund

Park Board:

- Marlene Sweet
- Susan Green

It is my recommendation that these Board members be reappointed to their respective positions for a four-year term expiring December 31, 2021.



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**CITY DEPARTMENT REPORT
DECEMBER 12, 2017 CITY COUNCIL
MEETING**

• Human Resources

In 2018 we have included a High Deductible Health Plan (HDHP) as an option for employees to select as a medical plan. A High Deductible Health Plan is an effective option with an associated Health Savings Account. The city has reviewed options vetted by AWC Benefit Trust, which include HSABank and Navia. We have selected [HSABank](#) as the custodian for our employees' Health Savings Account. HSABank requires an affordable monthly fee, paid by employees, and is waived with a balance over certain limit (currently, balances over \$3,000 do not incur a monthly fee); additionally, the accounts allow for investment options directed by each employee.

For employees selecting a High Deductible Health Plan, the city will provide the employees the option of electing payroll deductions to be deposited into their accounts. The city will electronically administer the plan by enrolling employees and depositing contributions into the accounts. The employees will have the ability to access their funds to pay for qualifying medical expenses through a debit card and/or checks.



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BLANKET VOUCHER APPROVAL
2017

Payroll Direct Deposits	12/1/2017	\$220,300.62
Payroll Checks	44026-44028	\$5,237.86
Tax Deposit(s)	12/1/2017	\$93,747.60
Electronic Funds Transfers	ACH	\$239,302.12
Claims	44029-44119	\$380,264.96
Void Checks		
Total Vouchers Approved:		\$938,853.16

This 12th day of December 2017:

I, the undersigned, do hereby certify under penalty of perjury that the materials have been furnished, the services rendered or the labor performed as described herein, that any advance payment is due and payable pursuant to a contract or is available as an option for full or partial fulfillment or a contractual obligation, and that the claim is a just, due and unpaid obligation against the City of Lake Stevens, and that I am authorized to authenticate and certify to said claim.

Finance Director/Auditing Officer

Mayor

We, the undersigned Council members of the City of Lake Stevens, Snohomish County, Washington, do hereby approve for payment of the above mentioned claims:

Councilmember



December 12th, 2017

City Expenditures by Type on this voucher packet

Personnel Costs	\$ 225,538	24%
Payroll Federal Taxes	\$ 93,748	10%
Retirement Benefits - Employer	\$ 90,488	10%
Medical Benefits - Employer	\$ 125,387	13%
Employer paid Benefits - By Check	\$ 8,689	1%
Employee paid benefits - By Payroll	\$ 21,121	2%
Supplies	\$ 19,903	2%
Professional Services*	\$ 167,856	18%
Intergovernmental Services	\$ 51,802	6%
Capital **	\$ 134,321	14%
Debt Payments	\$ -	0%
Void Check	\$ -	0%
Total	\$938,853.16	100%

Large Purchases

* 24th St Design - \$53,716

** laserfiche - \$101,493



Checks to be Approved for 11/23/2017 to 12/7/2017

Name	Ck #	Date	Invoice #	Account #	Account Desc	Item Desc	Check Total	
A & J Builders LLC	44035	12/7/2017	BLD2017-0383	301-000-345-85-10-03	Traffic Mitigation - TIZ 3	BLD2017-0383 Refund Traffic Impact Fees	\$2,917.00	
Ace Hardware	44036	12/7/2017	56652	001-010-576-80-31-03	PK-Lundeen-Op Costs	PVC pipe & fittings for Lundeen Park	\$140.54	
			56978	101-016-544-90-31-02	ST-Operating Cost	Sealer & Fittings	\$7.77	
				410-016-531-10-31-02	SW-Operating Costs	Sealer & Fittings	\$7.76	
			56997	101-016-544-90-31-02	ST-Operating Cost	Fitting for torch assembly	\$12.50	
				410-016-531-10-31-02	SW-Operating Costs	Fitting for torch assembly	\$12.51	
			57008	001-013-518-20-31-00	GG-Operating	Supplies for Winterfest	\$98.94	
			57046	001-013-518-20-31-00	GG-Operating	Supplies for Winterfest	\$235.09	
			57051	101-016-544-90-31-02	ST-Operating Cost	Fittings for shop heater	\$17.88	
				410-016-531-10-31-02	SW-Operating Costs	Fittings for shop heater	\$17.88	
			57052	101-016-544-90-31-02	ST-Operating Cost	Nylon ties	\$6.53	
				410-016-531-10-31-02	SW-Operating Costs	Nylon ties	\$6.52	
			57060	001-010-576-80-31-00	PK-Operating Costs	Sandpaper for picnic tables	\$52.18	
			57066	101-016-544-90-31-02	ST-Operating Cost	Fittings for heater	\$8.96	
				410-016-531-10-31-02	SW-Operating Costs	Fittings for heater	\$8.96	
			57081	001-013-518-20-31-00	GG-Operating	Supplies for Winterfest	\$55.95	
			57116	001-013-518-20-31-00	GG-Operating	Supplies for Winterfest	\$303.56	
			57140	001-013-518-20-31-00	GG-Operating	Supplies for Winterfest	\$119.69	
			57153	001-008-521-20-31-02	LE-Minor Equipment	Car wash supplies	\$8.70	
			57165	001-013-518-20-31-00	GG-Operating	Supplies for Winterfest	\$150.12	
			57166	001-013-518-20-31-00	GG-Operating	Supplies for Winterfest	\$211.64	
			57177	001-013-518-20-31-00	GG-Operating	Supplies for Winterfest	\$156.69	
			57188	001-013-518-20-31-00	GG-Operating	Supplies for Winterfest	\$27.19	
Advance Auto Parts	44037	12/7/2017	2421-267769	101-016-544-90-31-02	ST-Operating Cost	Battery core return PW14		(\$11.98)
				410-016-531-10-31-02	SW-Operating Costs	Battery core return PW14		(\$11.98)
			2421-268203	101-016-544-90-31-02	ST-Operating Cost	Pliers		\$21.77
				410-016-531-10-31-02	SW-Operating Costs	Pliers		\$21.77
			2421-268413	101-016-544-90-31-02	ST-Operating Cost	Clamp for sign repair		\$5.51
			2421-268623	101-016-544-90-31-02	ST-Operating Cost	Electrical Tape/Diesel exhaust fluid		\$51.64



Checks to be Approved for 11/23/2017 to 12/7/2017

Name	Ck #	Date	Invoice #	Account #	Account Desc	Item Desc	
Advance Auto Parts	44037	12/7/2017	2421-268623	410-016-531-10-31-02	SW-Operating Costs	Electrical Tape/Diesel exhaust fluid	\$51.64
			2421-268632	001-010-576-80-31-00	PK-Operating Costs	Oil for PW23	\$31.10
Advantage Building Services	44038	12/7/2017	3435	001-007-558-50-41-00	PL-Professional Servic	Janitorial Services	\$30.00
				001-007-559-30-41-00	PB-Professional Srv	Janitorial Services	\$30.00
				001-008-521-20-41-01	LE-Proessional Serv-Fixed	Janitorial Services	\$315.00
				001-010-576-80-41-00	PK-Professional Services	Janitorial Services	\$20.00
				001-012-575-50-41-00	CS-Community Center - Cleaning	Janitorial Services	\$120.00
				001-013-518-20-41-00	GG-Professional Service	Janitorial Services	\$280.00
				101-016-542-30-41-02	ST-Professional Service	Janitorial Services	\$20.00
				410-016-531-10-41-01	SW-Professional Services	Janitorial Services	\$20.00
				621-000-389-20-00-05	Retainage -Public Bldg Maint	Retainage-Advantage svcs	(\$41.75)
AFLAC	0	12/1/2017	990916	001-000-284-00-00-00	Payroll Liability Other	Employee paid Insurance Prem	\$1,661.50
Amazon Capital Services	44039	12/7/2017	144H-PM6D-6VR9	001-008-521-20-31-02	LE-Minor Equipment	Motorola adapter for APX batteries	\$49.01
Assoc of Washington Cities EFT	0	12/7/2017	120117	001-000-283-00-00-00	Payroll Liability Medical	Medical Insurance Premium	\$125,387.28
Wayne Aukerman	44040	12/7/2017	110617	001-008-521-20-43-00	LE-Travel & Per Diem	PerDiem-Constitutional Use of Force-Burien WA-Aukerman	\$22.00



Checks to be Approved for 11/23/2017 to 12/7/2017

Name	Ck #	Date	Invoice #	Account #	Account Desc	Item Desc	Check Total	
Business Card	44029	12/1/2017	4517 1117	001-000-369-91-00-00	Miscellaneous Revenue - Other	T Smith - receipt # 19888	\$19.50	
				001-005-518-10-31-01	HR-Operating Cost	Computer Privacy Screens	\$125.98	
					HR-Operating Cost	Mat for standing work station- Smith	\$89.99	
					HR-Operating Cost	Security ID badge software upgrade	\$420.00	
				001-005-518-10-42-00	HR-Communications	Postage-Term letter-Hinze	\$6.59	
				001-005-518-10-49-01	HR - Staff Development	Washington Paid Sick Leave Webinar-T Smith	\$25.00	
				001-007-558-50-31-01	PL-Operating Costs	Construction calculator	\$51.17	
					PL-Operating Costs	Mat for standing work station- Ashe	\$59.99	
				001-013-518-20-31-00	GG-Operating	Badge holders	\$23.99	
					GG-Operating	Retractable reel badge holders	\$39.42	
					GG-Operating	Hisonic HS322 Portable wireless PA system	\$329.98	
Canon Financial Services Inc	44041	12/7/2017	17986947	001-013-594-18-60-02	GG - City Hall Demo	Mail station	\$656.99	
					GG - City Hall Demo	Office supply cabinet - metal	\$385.50	
								Check Total \$34.13
				101-016-542-30-48-00	ST-Repair & Maintenance	Copier maintenance - City Shop	\$17.06	
CDW Government Inc	44042	12/7/2017	KWF1685	410-016-531-10-48-00	SW-Repairs & Maintenance	Copier maintenance - City Shop	\$17.07	
				510-006-518-80-49-00	License Renewal - Annual Maint	Watchguard Security Parks & Rec	\$357.36	
				KWF1687	510-006-518-80-49-00	License Renewal - Annual Maint	Watchguard Firewall Public Works	\$357.36
								Check Total \$714.72
CIC Valuation Group Inc	44043	12/7/2017	17-3098	001-013-518-20-41-00	GG-Professional Service	Old Town Center project	\$5,451.30	
Cities Digital Inc	44044	12/7/2017	41422	510-006-594-18-64-00	Capital - Purch Computer Equip	MagniMail Standard Edition	\$13,590.72	
Clarks Native Trees & Shrubs	44045	12/7/2017	16949	001-013-518-20-31-00	GG-Operating	Trees for planters - Winterfest	\$71.87	
Code Publishing Co Inc	44046	12/7/2017	58304	001-003-514-20-41-00	CC-Professional Services	Ordinance 1003	\$174.95	
Comcast	44047	12/7/2017	0808840 1117	001-010-576-80-42-00	PK-Communication	Internet services - City Shop	\$32.06	
				101-016-543-30-42-00	ST-Communications	Internet services - City Shop	\$32.06	



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Name	Ck #	Date	Invoice #	Account #	Account Desc	Item Desc	
Comcast	44047	12/7/2017	0808840 1117	410-016-531-10-42-00	SW-Communications	Internet services - City Shop	\$32.06
	44048					Check Total	\$161.18
		12/7/2017	1012996 1117	101-016-542-64-47-00	ST-Traffic Control -Utility	Traffic Signal Control	\$161.18
	44049					Check Total	\$156.18
		12/7/2017	1009612 1117	001-013-518-20-42-00	GG-Communication	Internet services - VIC	\$156.18
	44050					Check Total	\$96.18
		12/7/2017	0810218	001-008-521-20-42-00	LE-Communication	Internet services - N Lakeshore Dr	\$96.18
Compulink Management Center Inc	44051					Check Total	\$116.18
		12/7/2017	0692756 1117	001-008-521-20-42-00	LE-Communication	Internet services - Market Pl	\$116.18
Crandall Arambula PC	44052					Check Total	\$101,492.62
		12/7/2017	INV00011473	510-006-594-18-64-00	Capital - Purch Computer Equip	Laserfiche	\$101,492.62
Daily Journal of Commerce Inc	44053					Check Total	\$16,927.50
		12/7/2017	18	001-007-558-70-41-00	PL-Economic Devel	LS Downtown Plan	\$12,937.50
			6	302-010-576-80-61-00	Park Mitigation Funds Exp	North Cove Park Master Plan & Construction Documentation svcs	\$3,990.00
Dataquest LLC	44054					Check Total	\$55.20
		12/7/2017	3331227	101-016-542-30-41-01	ST-Advertising	RFB-Oncall Asphalt repair	\$55.20
Dept of Retirement (Deferred Comp)	44055					Check Total	\$30.00
		12/7/2017	4067	001-010-576-80-41-00	PK-Professional Services	Background check for new employee	\$10.00
				101-016-542-30-41-02	ST-Professional Service	Background check for new employee	\$10.00
				410-016-531-10-41-01	SW-Professional Services	Background check for new employee	\$10.00
Dept of Retirement (Deferred Comp)	0					Check Total	\$4,995.00
		12/1/2017	120117	001-000-282-00-00-00	Payroll Liability Retirement	Employee Portion-State Deferre	\$4,995.00
Dept of Retirement PERS LEOFF	0					Check Total	\$90,488.16
		12/1/2017	120117	001-000-282-00-00-00	Payroll Liability Retirement	PERS LEOFF Contributions	\$90,488.16
Dicks Towing Inc	44056					Check Total	\$252.32
		12/7/2017	176268	001-008-521-20-41-00	LE-Professional Services	Evidence towing case 2017-26051	\$126.16
			177204	001-008-521-20-41-00	LE-Professional Services	Evidence towing case 2017-26155	\$126.16
DiJulio Displays Inc	44057					Check Total	\$3,234.21
		12/7/2017	8612	001-013-518-20-31-00	GG-Operating	Winterfest 40 Leaping Deer Tri-candle Skyline Display	\$3,234.21



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Name	Ck #	Date	Invoice #	Account #	Account Desc	Item Desc	Check Total	
Dunlap Industrial Hardware	44058	12/7/2017	1397932-01	101-016-544-90-31-02	ST-Operating Cost	Circular Saw/Reciprocating saw/imp driver/drill/battery	\$479.67	
				410-016-531-10-31-02	SW-Operating Costs	Circular Saw/Reciprocating saw/imp driver/drill/battery	\$479.66	
		1398267-01	001-010-576-80-31-00	PK-Operating Costs	20v 5AH battery		\$164.01	
				101-016-544-90-31-02	ST-Operating Cost	20v 5AH battery	\$164.00	
			410-016-531-10-31-02	SW-Operating Costs	20v 5AH battery		\$164.00	
John Dyer	44059	12/7/2017	112017	001-008-521-20-32-00	LE-Fuel	Fuel/Meals-WASPC Conference-Chelan	\$20.42	
				001-008-521-20-43-00	LE-Travel & Per Diem	Fuel/Meals-WASPC Conference-Chelan	\$42.45	
Electronic Federal Tax Pmt System EFTPS	0	12/1/2017	120117	001-000-281-00-00-00	Payroll Liability Taxes	Federal Payroll Taxes	\$93,747.60	
Electronic Business Machines	44060	12/7/2017	AR85410	001-007-558-50-48-00	PL-Repairs & Maint.	Copier maintenance	\$170.29	
				001-007-559-30-48-00	PB-Repair & Maintenance	Copier maintenance	\$170.29	
Emerald Inc	44061	12/7/2017	2806	001-013-518-20-48-00	GG-Repair & Maintenance	City wide fire extinguisher inspections	\$597.30	
Engineering Innovation	44062	12/7/2017	16634	001-008-521-20-42-00	LE-Communication	Parcelpaks for passport mailing	\$230.13	
Everett Steel	44063	12/7/2017	198585	001-013-518-20-31-00	GG-Operating	Winterfest - Flat iron steel for Fish Decor	\$122.03	
				199898	101-016-544-90-31-02	ST-Operating Cost	\$45.57	
				410-016-531-10-31-02	SW-Operating Costs	Shop heater	\$45.57	
FBI - LEEDA	44064	12/7/2017	200011046	001-008-521-40-49-01	LE-Registration Fees	SLI registration-Kirkland WA-Summers	\$650.00	
Financial Consulting Solutions Group	44065	12/7/2017	2563-21711047	001-004-514-23-41-00	FI-Professional Service	Annexation Analysis	\$9,935.00	
			2767-21711060	001-004-514-23-41-00	FI-Professional Service	Stormwater Rate Study	\$1,962.50	
First American Title and Insurance Co	44066	12/7/2017	869-422950168	301-016-544-40-41-00	Street Op - P&D - 20th St SE	20th St SE Condemnation-Peterson Family Trust	\$789.84	
			869-422950169	301-016-544-40-41-00	Street Op - P&D - 20th St SE	20th St SE Condemnation-Perry	\$789.84	
			869-422950170	301-016-544-40-41-00	Street Op - P&D - 20th St SE	20th St SE Condemnation-Petersen	\$745.96	



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Name	Ck #	Date	Invoice #	Account #	Account Desc	Item Desc	
First American Title and Insurance Co	44066	12/7/2017	869-422950171	301-016-544-40-41-00	Street Op - P&D - 20th St SE	20th St SE Condemnation-Vodegel	\$833.72
Donna Foster	44067					Check Total	\$33.82
		12/7/2017	39045	001-008-521-20-31-04	LE - Donation Exp - Other	Awards Banquet Invitations	\$33.82
Ariane Fox	44068					Check Total	\$19.00
		12/7/2017	112817	001-008-521-20-43-00	LE-Travel & Per Diem	PerDiem-NIBRS training-Marysville WA-Fox	\$19.00
Frontier	44069					Check Total	\$36.80
		12/7/2017	4253340835 1117	001-013-518-20-42-00	GG-Communication	Fax Line	\$12.26
				101-016-543-30-42-00	ST-Communications	Fax Line	\$12.27
				410-016-531-10-42-00	SW-Communications	Fax Line	\$12.27
	44070					Check Total	\$59.30
		12/7/2017	4253979674 1117	101-016-542-64-47-00	ST-Traffic Control -Utility	Traffic Control modem	\$59.30
Frontier Heights Homeowners Assoc	44071					Check Total	\$2,826.00
		12/7/2017	122817	302-010-576-80-61-00	Park Mitigation Funds Exp	Reimb HOA Attorney Fees per Agreement-Frontier Heights Park	\$2,826.00
Granite Construction Supply	44072					Check Total	\$2,139.15
		12/7/2017	262_00070180	101-016-544-90-31-02	ST-Operating Cost	Jacket-Nau/Measuring wheels for Nau & Durpos	\$262.72
			262_00070246	101-016-542-64-31-00	ST-Traffic Control - Supply	Sign	\$82.28
			262_00070264	001-010-576-80-31-01	PK-Ops-Clothing	Hats and ball caps	\$414.66
				101-016-542-90-31-01	ST-Clothing	Hats and ball caps	\$414.67
				410-016-531-10-31-00	SW-Clothing	Hats and ball caps	\$414.67
			262_00070271	101-016-542-64-31-00	ST-Traffic Control - Supply	Signs and sign posts	\$550.15
HB Jaeger Co LLC	44073					Check Total	\$5,165.85
		12/7/2017	194028/1	410-016-531-10-31-02	SW-Operating Costs	Stormdrain covers	\$178.70
			194297/1	410-016-531-10-31-02	SW-Operating Costs	Shear gate assemblies	\$1,075.39
			194298/1	410-016-531-10-31-02	SW-Operating Costs	Silt fence	\$275.59
			194495/1	410-016-531-10-31-02	SW-Operating Costs	420 feet of ADS N12 Pipe Series 65	\$3,636.17
Honey Bucket	44074					Check Total	\$335.50
		12/7/2017	0550501505	001-010-576-80-45-00	PK-Equipment Rental	Honey Bucket rental - Boat Launch	\$218.00
			0550501506	001-010-576-80-45-00	PK-Equipment Rental	Honey Bucket rental - Community Gardens	\$117.50



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Name	Ck #	Date	Invoice #	Account #	Account Desc	Item Desc	Check Total	
HW Lochner Inc	44075						Check Total	\$53,716.24
		12/7/2017	5	301-016-544-40-41-02	TIZ3 - 24th St Design	24th Street SE Extension project	\$53,716.24	
Iron Mountain Quarry LLC	44076						Check Total	\$3,350.08
		12/7/2017	0270914	001-013-594-18-60-02	GG - City Hall Demo	1 1/4 Minus gravel-Old City Hall site	\$254.30	
			0270952	001-013-594-18-60-02	GG - City Hall Demo	1 1/4 Minus gravel-Old City Hall site	\$624.54	
			0271002	001-013-594-18-60-02	GG - City Hall Demo	1 1/4 Minus gravel-Old City Hall site	\$947.44	
			0271055	001-013-594-18-60-02	GG - City Hall Demo	1 1/4 Minus gravel-Old City Hall site	\$328.41	
			0271125	410-016-531-10-31-02	SW-Operating Costs	2x4 Rock-98th Dr SE	\$395.08	
			0271177	410-016-531-10-31-02	SW-Operating Costs	2x4 Rock-98th Dr SE	\$518.19	
			0271230	101-016-544-90-31-02	ST-Operating Cost	2x4 inch rock/concrete disposal	\$141.06	
				410-016-531-10-31-02	SW-Operating Costs	2x4 inch rock/concrete disposal	\$141.06	
Dennis Irwin	44077						Check Total	\$22.00
		12/7/2017	110617	001-008-521-20-43-00	LE-Travel & Per Diem	PerDiem-Constitutional Use of Force-Burien WA-Irwin	\$22.00	
ISOutsource	44078						Check Total	\$7,017.50
		12/7/2017	CW208677	001-006-518-80-41-00	IT-Professional Services	IT Consulting Services	\$7,017.50	
J Thayer Company Inc	44079						Check Total	\$58.79
		12/7/2017	1199211-0	001-008-521-20-31-00	LE-Office Supplies	Notebooks/Wall Clock	\$37.02	
			1200588-0	001-008-521-20-31-00	LE-Office Supplies	Batteries	\$21.77	
Lake Industries LLC	44080						Check Total	\$1,582.00
		12/7/2017	34447	101-016-544-90-31-02	ST-Operating Cost	Fill Hauled in by the Yard	\$549.00	
				410-016-531-10-31-02	SW-Operating Costs	Fill Hauled in by the Yard	\$549.00	
			34552	101-016-544-90-31-02	ST-Operating Cost	Fill Hauled in by the Yard	\$192.00	
				410-016-531-10-31-02	SW-Operating Costs	Fill Hauled in by the Yard	\$192.00	
			34591	101-016-544-90-31-02	ST-Operating Cost	Concrete/asphalt hauled in by the yard	\$50.00	
				410-016-531-10-31-02	SW-Operating Costs	Concrete/asphalt hauled in by the yard	\$50.00	
Lake Stevens Chamber of Commerce	44081						Check Total	\$1,500.00
		12/7/2017	DEC2017	001-013-518-90-49-01	GG-Chamber of Commerce	Dec 2017 contributions for VIC	\$1,500.00	
Lake Stevens Fire	44082						Check Total	\$12,844.40
		12/7/2017	Q12017	633-000-589-30-00-02	Fire District Fee Remit	Q1 2017 Fire Fees	\$2,552.40	
				Q22017	633-000-589-30-00-02	Fire District Fee Remit	\$3,092.00	
				Q32017	633-000-589-30-00-02	Fire District Fee Remit	\$7,200.00	



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Name	Ck #	Date	Invoice #	Account #	Account Desc	Item Desc	Check Total	
Lake Stevens Police Guild	44030	12/1/2017	120117	001-000-284-00-00-00	Payroll Liability Other	Employee Paid Union Dues	\$1,050.00	\$1,050.00
Land Pro Group	44083	12/7/2017	112017	001-000-345-81-00-00	Zoning and Subdivision Fees	Refund LUA2017-0068 withdrawn application	\$150.00	\$150.00
LN Curtis & Sons	44084	12/7/2017	INV139225	001-008-521-20-31-02	LE-Minor Equipment	Pants-LeBlanc	\$54.40	\$54.40
Lowes Companies	44085	12/7/2017	911159	001-013-518-20-31-00	GG-Operating	Heat Tape for Pipe insulation	\$38.01	\$38.01
			911460	001-013-518-20-31-00	GG-Operating	Plasma cutter	\$2.46	\$2.46
Makers Architecture and Urban Design	44086	12/7/2017	1707-7	001-007-558-50-41-00	PL-Professional Servic	Chapel Hill Civic Center Site Development Plan	\$1,660.11	\$1,660.11
Teresa Meyers	44087	12/7/2017	112917	001-007-559-30-49-01	PB-Staff Development	WSAPT testing fee-Meyers	\$199.00	\$199.00
Nationwide Retirement Solution	0	12/1/2017	120117	001-000-282-00-00-00	Payroll Liability Retirement	Employee Portion-Nationwide	\$2,869.81	\$2,869.81
Neofunds by Neopost	44088	12/7/2017	PPNL01 1117	001-008-521-20-42-00	LE-Communication	Postage	\$442.59	\$442.59
Office of The State Treasurer	44089	12/7/2017	NOV2017	633-000-589-30-00-03	State Building Permit Remit	November 2017 State Court Fees	\$193.50	\$193.50
				633-000-589-30-00-07	Public Safety And Ed. 1986	November 2017 State Court Fees	\$7,434.15	\$7,434.15
				633-000-589-30-00-08	Public Safety And Education	November 2017 State Court Fees	\$4,323.84	\$4,323.84
				633-000-589-30-00-09	Judicial Information System-Ci	November 2017 State Court Fees	\$2,563.13	\$2,563.13
				633-000-589-30-00-12	Trauma Care	November 2017 State Court Fees	\$775.47	\$775.47
				633-000-589-30-00-13	School Zone Safety	November 2017 State Court Fees	\$175.81	\$175.81
				633-000-589-30-00-14	Public Safety Ed #3	November 2017 State Court Fees	\$170.83	\$170.83
				633-000-589-30-00-15	Auto Theft Prevention	November 2017 State Court Fees	\$1,113.61	\$1,113.61
				633-000-589-30-00-16	HWY Safety Act	November 2017 State Court Fees	\$24.44	\$24.44
				633-000-589-30-00-17	Death Inv Acct	November 2017 State Court Fees	\$5.44	\$5.44
				633-000-589-30-00-18	WSP Highway Acct	November 2017 State Court Fees	\$30.93	\$30.93
Ogden Murphy Wallace	44090	12/7/2017	804789	001-011-515-30-41-00	LG-Professional Service	Legal services - General Matters	\$101.50	\$101.50



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Name	Ck #	Date	Invoice #	Account #	Account Desc	Item Desc	Check Total	\$
Outcomes by Levy LLC	44091	12/7/2017	2017-11-LS	001-013-511-70-40-00	Lobbying Services	Legislative/Regulatory Consulting - Nov 2017	\$4,597.72	\$4,597.72
Pacific Logging LLC	44092	12/7/2017	22262	101-016-542-30-48-00	ST-Repair & Maintenance	Hauling excavator for Storm drain repair 98th Ave	\$300.00	\$300.00
Pitney Bowes Inc	44093	12/7/2017	1005483695	001-013-518-20-31-00	GG-Operating	Ethernet connectivity kit-New City Hall	\$73.36	\$73.36
Public Safety Testing Inc	44094	12/7/2017	PSTI17-1873	001-008-521-20-41-00	LE-Professional Services	New Hire Background check-Jewell	\$2,232.80	\$2,232.80
Kathleen Pugh	44095	12/7/2017	112817	001-001-511-60-43-00	Legislative - Travel & Mtgs	Bottled water for council	\$7.61	\$7.61
Snohomish County Human Service	44096	12/7/2017	I000452991	001-013-566-00-51-00	GG-Liquor Tax to SnoCo	Q2 2017 Liquor excise taxes	\$1,966.38	\$1,966.38
Snohomish County PUD	44097	12/7/2017	100327205	001-013-518-20-47-00	GG-Utilities	201783685 Annex	\$236.83	
			114738694	001-008-521-50-47-00	LE-Facility Utilities	200558690 Police N Lakeshore Drive	\$144.90	
			124684986	101-016-542-64-47-00	ST-Traffic Control -Utility	221128085 Traffic Signal 7441 20th St SE	\$93.12	
			127979148	101-016-542-63-47-00	ST-Lighting - Utilities	202013249 Traffic Signal	\$113.43	
			131294502	101-016-542-63-47-00	ST-Lighting - Utilities	201595113 Street Lights	\$231.90	
			134580009	001-010-576-80-47-00	PK-Utilities	202340527 Yard	\$8.35	
				101-016-542-63-47-00	ST-Lighting - Utilities	202340527 Yard	\$8.35	
				410-016-531-10-47-00	SW-Utilities	202340527 Yard	\$8.34	
			134584098	101-016-542-63-47-00	ST-Lighting - Utilities	201973682 Street Lights	\$46.93	
			144440279	101-016-542-63-47-00	ST-Lighting - Utilities	202988481 Street Lights	\$233.39	
			147730557	101-016-542-63-47-00	ST-Lighting - Utilities	203582010 Street Lights	\$104.61	
			147732602	001-010-576-80-47-00	PK-Utilities	203203245 Lundeen Restrooms	\$525.90	
			147733490	101-016-542-63-47-00	ST-Lighting - Utilities	202624367 Street Lights	\$10,863.52	
			147733558	101-016-542-63-47-00	ST-Lighting - Utilities	202648101 Street Lights - Soper Hill Annexation	\$1,401.53	
			147733633	101-016-542-63-47-00	ST-Lighting - Utilities	202670725 Street Lights	\$1,239.49	
			151026871	101-016-542-63-47-00	ST-Lighting - Utilities	203730189 Traffic Signal	\$88.67	
			151026873	101-016-542-63-47-00	ST-Lighting - Utilities	203731153 Traffic Signal	\$104.14	
			157479854	101-016-542-63-47-00	ST-Lighting - Utilities	204719074 Catherine Creek Bridge lights	\$22.68	



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Snohomish County PUD	44097	12/7/2017	163883090	001-012-557-30-40-01	CS - VIC Utilities	205395999 Visitor Center	\$228.33
Snohomish County PWS	44098	12/7/2017	I000456790	101-016-542-64-48-00	ST-Traffic Control - R&M	Sign & signal repair	\$1,689.62
			I000456791	101-016-542-30-48-00	ST-Repair & Maintenance	Bridge inspection	\$1,124.25
Snohomish County Sheriffs Office	44099	12/7/2017	2017-4214	001-008-523-60-51-00	LE-Jail	Prisoner services October 2017	\$19,918.39
Snohomish County Treasurer	44100	12/7/2017	NOV2017	633-000-589-30-00-06	Crime Victims Compensation	November 2017 Crime Victims Compensation	\$261.78
Sound Publishing Inc	44101	12/7/2017	EDH785454	001-013-518-30-41-01	GG-Advertising	Planned Final Action	\$220.40
			EDH785651	001-007-558-50-41-03	PL-Advertising	LUA2017-0159 WA Dept Fish & Wildlife	\$91.28
			EDH785675	001-007-558-50-41-03	PL-Advertising	LUA2017-0098 Rajamaki Variance & RUE	\$72.36
			EDH785679	001-007-558-50-41-03	PL-Advertising	LUA2017-0082 & 0085 Ray Moore Variance & RUE	\$68.92
			EDH786004	001-013-518-30-41-01	GG-Advertising	Ordinance 1006	\$25.92
			EDH786065	001-007-558-50-41-03	PL-Advertising	Beautification Plan Open House meeting	\$48.28
			EDH786303	101-016-542-30-41-01	ST-Advertising	RFB On Call Asphalt Repair	\$22.48
			EDH787421	001-013-518-30-41-01	GG-Advertising	Ordinance 1005 & 1008	\$31.08
Sound Security Inc	44102	12/7/2017	870215	001-013-594-18-60-02	GG - City Hall Demo	Installation of Panic & Access Control Systems	\$7,161.26
				621-000-589-20-00-01	Retainage Release - Other PW	Retainage - Sonitrol - Installation of Panic & Access Control	(\$3,580.63)
			870216	001-013-518-20-41-00	GG-Professional Service	Access/Hold up monitoring Oct-Nov 2017	\$333.34
			871472	001-013-518-20-41-00	GG-Professional Service	Security Monitoring-City hall-Dec 2017	\$570.87
Springbrook Nursery	44103	12/7/2017	17-112013	001-013-594-18-60-02	GG - City Hall Demo	Debris disposal after old City Hall demo	\$1,518.75
Standard Insurance Company	0	12/7/2017	120117	001-000-284-00-00-00	Payroll Liability Other	Life/Disability Ins Premiums	\$206.50
				001-002-513-11-20-00	AD-Benefits	Life/Disability Ins Premiums	\$65.37
				001-003-514-20-20-00	CC-Benefits	Life/Disability Ins Premiums	\$105.79
				001-004-514-23-20-00	FI-Benefits	Life/Disability Ins Premiums	\$184.14
				001-005-518-10-20-00	HR-Benefits	Life/Disability Ins Premiums	\$70.67



Checks to be Approved for 11/23/2017 to 12/7/2017

Name	Ck #	Date	Invoice #	Account #	Account Desc	Item Desc	
Standard Insurance Company	0	12/7/2017	120117	001-006-518-80-20-00	IT-Benefits	Life/Disability Ins Premiums	\$141.89
				001-007-558-50-20-00	PL-Benefits	Life/Disability Ins Premiums	\$474.32
				001-007-559-30-20-00	PB-Benefits	Life/Disability Ins Premiums	\$289.78
				001-008-521-20-20-00	LE-Benefits	Life/Disability Ins Premiums	\$2,998.87
				001-010-576-80-20-00	PK-Benefits	Life/Disability Ins Premiums	\$268.62
				001-013-518-30-20-00	GG-Benefits	Life/Disability Ins Premiums	\$120.24
				101-016-542-30-20-00	ST-Benefits	Life/Disability Ins Premiums	\$749.52
				401-070-535-10-20-00	SE-Benefits	Life/Disability Ins Premiums	\$12.94
				410-016-531-10-20-00	SW-Benefits	Life/Disability Ins Premiums	\$629.06
Staples	44104						Check Total \$544.49
		12/7/2017	3353500734	001-013-594-18-60-02	GG - City Hall Demo	Dry Erase board for new City Hall	\$544.49
Kathy Starkenburg	44105						Check Total \$19.00
		12/7/2017	112817	001-008-521-20-43-00	LE-Travel & Per Diem	PerDiem NIBRS Training-Marysville WA-Starkenburg	\$19.00
Summit Law Group	44106						Check Total \$178.50
		12/7/2017	88366	001-005-518-10-41-00	HR-Professional Services	Legal services - Labor	\$178.50
Symbol Arts	44107						Check Total \$900.00
		12/7/2017	0295396-IN	001-008-521-20-31-02	LE-Minor Equipment	Challenge Coins	\$900.00
Tacoma Screw Products Inc	44108						Check Total \$213.14
		12/7/2017	18181311	001-010-576-80-31-00	PK-Operating Costs	Screws/Nuts/Bolts	\$46.17
				101-016-544-90-31-02	ST-Operating Cost	Screws/Nuts/Bolts	\$46.16
				410-016-531-10-31-02	SW-Operating Costs	Screws/Nuts/Bolts	\$46.16
		12/7/2017	18182316	001-010-576-80-31-00	PK-Operating Costs	screws/nuts/bolts/drill bits	\$24.89
				101-016-544-90-31-02	ST-Operating Cost	screws/nuts/bolts/drill bits	\$24.88
				410-016-531-10-31-02	SW-Operating Costs	screws/nuts/bolts/drill bits	\$24.88
Teamsters Local No 763	44031						Check Total \$1,072.00
		12/1/2017	120117	001-000-284-00-00-00	Payroll Liability Other	Union Dues	\$1,072.00
United Way of Snohomish Co	44032						Check Total \$130.00
		12/1/2017	120117	001-000-284-00-00-00	Payroll Liability Other	Employee Contributions	\$130.00
UPS	44109						Check Total \$9.13
		12/7/2017	74Y42467	001-008-521-20-42-00	LE-Communication	Evidence shipping	\$9.13



Checks to be Approved for 11/23/2017 to 12/7/2017

Name	Ck #	Date	Invoice #	Account #	Account Desc	Item Desc	Check Total	\$460.44
Vantagepoint Transfer Agents - 108991	44033	12/1/2017	120117	001-000-282-00-00-00	Payroll Liability Retirement	ICMA Deferred Comp - Employer Contribution		\$460.44
Vantagepoint Transfer Agents - 307428	44034	12/1/2017	120117	001-000-282-00-00-00	Payroll Liability Retirement	ICMA Deferred Comp - Employee Contribution		\$694.71
Verizon Northwest	44110	12/7/2017	9796847141	001-001-511-60-42-00	Legislative - Communication	Wireless Phone services		\$389.69
				001-001-513-10-42-00	Executive - Communication	Wireless Phone services		\$52.70
				001-002-513-11-42-00	AD-Communications	Wireless Phone services		\$105.40
				001-003-514-20-42-00	CC-Communications	Wireless Phone services		\$55.67
				001-005-518-10-42-00	HR-Communications	Wireless Phone services		\$52.70
				001-006-518-80-42-00	IT-Communications	Wireless Phone services		\$105.40
				001-007-558-50-42-00	PL-Communication	Wireless Phone services		\$198.11
				001-007-559-30-42-00	PB-Communication	Wireless Phone services		\$132.95
				001-008-521-20-42-00	LE-Communication	Wireless Phone services		\$2,603.26
				001-010-576-80-42-00	PK-Communication	Wireless Phone services		\$255.25
				101-016-543-30-42-00	ST-Communications	Wireless Phone services		\$255.25
				410-016-531-10-42-00	SW-Communications	Wireless Phone services		\$255.25
Washington Assoc of Sheriffs and Police Chiefs	44111	12/7/2017	INV027922	001-008-521-40-49-01	LE-Registration Fees	WASPC 2017 Fall Conference-Dyer		\$300.00
Washington State Criminal Justice	44112	12/7/2017	201129268	001-008-521-40-49-01	LE-Registration Fees	Interviewing Techniques-Schedler		\$75.00
					LE-Registration Fees	SWAT Basic-Michael		\$600.00
					LE-Registration Fees	SWAT Basic-Heinemann		\$600.00
					LE-Registration Fees	Interviewing Techniques-Michael		\$75.00
Washington State Support Registry	0	12/1/2017	120117	001-000-284-00-00-00	Payroll Liability Other	Employee Paid Child Support		\$163.50
Washington Teamsters Welfare Trust EFT	0	12/1/2017	120117	001-000-283-00-00-00	Payroll Liability Medical	Teamsters Dental Ins Premiums		\$2,975.72
		12/7/2017	120117	001-000-283-00-00-00	Payroll Liability Medical	Teamsters Dental Ins Premiums		\$2,326.40
Wave Broadband	44113	12/7/2017	03904272	001-002-513-11-42-00	AD-Communications	Telephone Service		\$13.42



Checks to be Approved for 11/23/2017 to 12/7/2017

Name	Ck #	Date	Invoice #	Account #	Account Desc	Item Desc	
Wave Broadband	44113	12/7/2017	03904272	001-003-514-20-42-00	CC-Communications	Telephone Service	\$26.83
				001-004-514-23-42-00	FI-Communications	Telephone Service	\$26.82
				001-005-518-10-42-00	HR-Communications	Telephone Service	\$13.41
				001-006-518-80-42-00	IT-Communications	Telephone Service	\$40.24
				001-007-558-50-42-00	PL-Communication	Telephone Service	\$87.23
				001-007-559-30-42-00	PB-Communication	Telephone Service	\$13.41
				001-008-521-20-42-00	LE-Communication	Telephone Service	\$456.22
				001-012-575-30-42-00	CS-Historical-Communications	Telephone Service Museum	\$13.41
				001-012-575-50-42-00	CS-Community Center - Comm	Telephone Service Senior Ctr	\$13.42
				001-013-518-20-42-00	GG-Communication	Telephone Service	\$53.65
				101-016-543-30-42-00	ST-Communications	Telephone Service Shop	\$77.19
				410-016-531-10-42-00	SW-Communications	Telephone Service Shop	\$77.19
	44114						Check Total \$650.94
		12/7/2017	03908484	510-006-518-80-49-00	License Renewal - Annual Maint	Fiber lease for New World Connection	\$650.94
Weed Graafstra & Associates Inc	44115						Check Total \$19,115.25
		12/7/2017	170	001-011-515-30-41-00	LG-Professional Service	Legal Services - General Matters	\$19,115.25
West Marine Pro	44116						Check Total \$281.82
		12/7/2017	009222	001-008-521-21-31-00	LE-Boating Minor Equipment	Anchor & Dock Lines PT67	\$281.82
Western Conference of Teamsters Pension Trust	44117						Check Total \$2,975.72
		12/7/2017	120117	001-000-282-00-00-00	Payroll Liability Retirement	Employee Contributions - Teamster Pension	\$2,975.72
WSAPT	44118						Check Total \$70.00
		12/7/2017	2018	001-007-558-50-49-01	PL-Staff Development	WSAPT membership-Fenrich/Meyers	\$35.00
				001-007-559-30-49-01	PB-Staff Development	WSAPT membership-Fenrich/Meyers	\$35.00
Zachor and Thomas Inc PS	44119						Check Total \$10,992.13
		12/7/2017	712	001-011-515-30-41-01	PG-Prosecutor Fees	Prosecutor Retainer Nov 2017	\$10,992.13
Total							\$713,314.68



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

Tuesday, November 28, 2017
Lake Stevens School District Educational Service Center (Admin. Bldg.)
12309 22nd Street N.E. Lake Stevens

CALL TO ORDER: 7:04 p.m. by Mayor John Spencer

ELECTED OFFICIALS PRESENT: Councilmembers Kim Daughtry, Gary Petershagen, Kurt Hilt, Todd Welch, Rauchel McDaniel, Kathy Holder and Marcus Tageant

ELECTED OFFICIALS ABSENT: None.

STAFF MEMBERS PRESENT: City Administrator Gene Brazel, Finance Director/City Clerk Barb Stevens, Community Development Director Russ Wright, Public Works Director Eric Durpos, Police Chief John Dyer, Human Resources Director Teri Smith, Deputy City Clerk Kathy Pugh, City Attorney Grant Weed, Police Commander Ron Brooks; Economic Development Coordinator Jeanie Ashe; Senior Planner Josh Machen

OTHERS: Jeff Ketchel, Administrator, Snohomish Health District, Dr. Mark Beatty, Health Officer, Snohomish Health District, Shawn Frederick, Administrative Services Director, Snohomish Health District, and Kevin Plemel, Environmental Health Director, Snohomish Health District

Pledge of Allegiance: Mayor Spencer led the Pledge of Allegiance.

Roll Call: All present.

Approval of Agenda: Moved by Councilmember Tageant, seconded by Councilmember Daughtry, to approve the agenda with the noted changes. On vote the motion carried (7-0-0-0).

Guest Business: Jeff Ketchel, Administrator of the Snohomish Health District, introduced the Snohomish Health District representatives in attendance with him. He then provided an overview of the Health District's programs that have been initiated in 2017, including Envision Connect, which allows for online access to Health District information and submittals of applications to the Health District. Mr. Ketchel reviewed this year has been a year in transition for the Health District, including selling of the Rucker building, and making an offer on a pair of buildings near the Xfinity Center. Also, there have been leadership changes through the year.

Turning to the opioid epidemic Mr. Ketchel shared that the Health District has supported needle exchange programs, adopted a new secure medicine return ordinance and continues to work on building healthy and resilient families. He also said the Health District has put together 1000 needle cleanup kits that are available to the public, and which was paid for by city contributions. Over half of the kits have been distributed throughout the county.

Mr. Ketchel said the Health District continues to work on data evaluation regarding the opioid epidemic and pointed to the one-week in time count, and said the Health District continues to seek ways to gather real time data. The Health District said it is also continuing to work with social marketing and has learned that there is not a one place stop for shopping for information about opioid overdose.

Dr. Beatty said that the Emergency Management Center has been partially activated by Snohomish County to help address the opioid crisis. Dr. Beatty is working more closely with physicians to monitor how closely opioid-based medications are prescribed, and this information will be used to educate physicians. There are also statewide and federal initiatives to develop more effective guidelines for physicians. Dr. Beatty noted there are different opioid-related problems for different age groups, and that the demographics for the different age groups are quite different, and the way these people access services will be quite different. Additionally, the Health District is working on preventive measures including education in the schools, working with seniors, talking to parents and providing information on social media sites.

Mr. Ketchel said another priority of Snohomish Health District is to encourage safe storage of medications in homes. He shared a Lock Bag that has been designed for storage of medications, which contains a lock and key. If someone unauthorized accesses a locked bag, it is easily seen.

Mr. Ketchel next reviewed the merger analysis that was done regarding the Health District merging with Snohomish County. Ultimately the Health District determined after reviewing the analysis that it would be in the best interests of Snohomish Health District to remain independent of the county, and that the Health District is effective as an independent agency, and avoids conflicts of interest that likely would arise. Also, there would be competition for funding, and costs would be higher if the county and Health District merged.

Mr. Ketchel reviewed that the Health District has changed its internal operations and is performing more effectively and efficiently. He added that software is being updated and the Snohomish Health District is working for accreditation, which it plans to achieve in 2019. Finally, Mr. Ketchel shared that the Health District is working to clarify its mission and to develop a new strategic plan. In closing, Mr. Ketchel requested that Lake Stevens renew its contract for 2018.

Councilmember Hilt commented that two Snohomish Health District employees are also members of the Veterans Commission.

Citizen Comments: None.

Council Business:

- Councilmember McDaniel: Planning Commission.
- Councilmember Holder: Winterfest.
- Councilmember Tageant: National League of Cities.

Mayor's Business: A proposed agenda for the retreat was provided and input is requested.

Arts Commission Appointments: Mayor Spencer introduced Sara Brown and Katherine Wyant, and said that following interviews of four candidates by himself, Parks & Recreation

Coordinator Jim Haugen and Arts Commission chair Steve Apodaca, there was agreement that nominees would provide a nice complement of skills to the Arts Commission. Mayor Spencer requested that his nomination of Ms. Brown and Ms. Wyant to fill two unexpired terms on the Arts Commission be confirmed and that they be appointed to the commission for terms expiring December 31, 2020.

MOTION: Moved by Councilmember Holder, seconded by Councilmember Welch, to appoint Sara Brown and Katherine Wyant to the Arts Commission for terms expiring December 31, 2020. On vote the motion carried (7-0-0-0).

Mayor Spencer administered the oath of office to Ms. Brown and Ms. Wyant.

City Department Report.

- City Administrator Gene Brazel: Consultant Agreement with Stowe Development & Strategies was terminated.
- Community Development Director Russ Wright: Beautification Plan Open House, Interviews for Lundein Park consultants; ESA, consultant for downtown plan on site Thursday doing environmental inventory of critical areas; public hearings scheduled at the December 12 Council meeting regarding marijuana interim regulations and the interim safe injection site regulations; Stormwater and Land Disturbance codes; Planning Commission is holding a hearing on the 2017 Comprehensive Plan.
- Public Works Director Eric Durpos: Winterfest.
- Human Resources Director Teri Smith: Open enrollment, Guild negotiations.
- Chief of Police John Dyer: Awards Dinner.
- Finance Director/City Clerk Barb Stevens: Auditor update.

Consent Agenda:

MOTION: Moved by Councilmember Welch, seconded by Councilmember Petershagen, to approve (A) 2017 Vouchers [Payroll Direct Deposits of \$185,344.54, Payroll Checks 43917-43919 totaling \$4,211.84, Tax Deposits of \$76,345.06, Electronic Funds Transfers (ACH) of \$99,655.10, Claims Check Nos. 43920-44025 totaling \$384,006.20, Void Check Nos. 43485 and 43787 totaling \$1,390.00, Total Vouchers Approved: \$748,172.74], (B) City Council Workshop Meeting Minutes of November 14, 2017, (C) City Council Regular Meeting Minutes of November 14, 2017, and (D) Cancellation of December 26, 2017 City Council Meeting. On vote the motion carried (7-0-0-0).

Public Hearing:

Mayor Spencer opened the public hearing.

Public Hearing and Second Reading and Adoption of Ordinance No. 1005 Adopting 2018

Budget: Finance Director Stevens said this is the second and final hearing for the proposed 2018 budget. She then presented the staff report, reviewed executive priorities and changes to the proposed 2018 budget. Director Stevens next discussed the three options for Human Services funding and requested Council input.

Mayor Spencer invited public comment and there was none. Mayor Spencer then closed the public comment portion of the hearing.

Regarding the Human Services Funding, Mayor Spencer suggested Council consider inviting him to return to Council in January with a program for administering the Human Services funding if the Council determines to add additional funding to this budget item. This might include how funding is designated to specific organizations or whether it is available as grant funding, and also would include metrics for identifying how the funding is used. Mayor Spencer is not proposing any changes to what is already in the budget.

Councilmember Hilt concurred with Mayor Spencer's comments regarding Human Services funding. He believes there is potential but it is not ripe at this time. He added that because there is an unsettled labor contract that will have budget implications, and secondly, there is not a plan to administer additional Human Services funding at this time. This could be revisited in 2018.

Councilmember Tageant supports moving this discussion to January.

Councilmember Daughtry asked whether the Senior Center will be in the 2019 budget, and Mayor Spencer responded that there is not a decision at this time. He added that the goal is to make the Senior Center self-sufficient.

Councilmember Welch commented that the funding for the Senior Center was discussed and noted that the funding was designed to be temporary funding while the Senior Center organizes itself. Councilmember Welch does not support additional funding to Human Services as this is being charitable with other people's money.

Councilmember McDaniel supports waiting until January and would like a very clear outline of the requirements to receive funding. She added the requirements need to be the same for everyone.

Councilmember Holder commented a grant program needs to be clearly developed, including metrics, before more funding is committed.

Councilmember Daughtry agreed with the comments made and supports putting this discussion over to 2018.

Councilmember Tageant suggested setting aside some criteria at the retreat that can be built on.

Mayor closed the public hearing.

MOTION: Moved by Councilmember Daughtry, seconded by Councilmember Welch, to have the second reading and approve Ordinance No. 1005 adopting the 2018 Budget as presented. On vote the motion carried (7-0-0-0).

Action Items:

Reconsideration of Resolution 2017-18 re Pellerin Annexation: Director Wright clarified that this agenda item is a reconsideration of both Resolution 2017-18 re Pellerin Annexation and Resolution 2017-19 re Rhodora Annexation.

Senior Planner Josh Machen presented the staff report and said there have been requests by the applicants to revise Resolution 2017-18 regarding the Pellerin Annexation to provide for an annexation area of 35 acres rather than the 67 acres originally proposed and to retain the High Urban Residential (HUR) zoning. Subsequently a request to revise Resolution 2017-19 regarding the Rhodora Annexation was also received requesting HUR zoning. Staff is seeking Council direction on how to proceed.

Planner Machen reviewed three options for proceeding: (1) affirm acceptance of the 10% annexation petitions and authorize the circulation of the 60% petition for both the Pellerin and Rhodora annexations with a different zoning classification, which could be the HUR and Waterfront Residential zoning as applicable; (2) direct staff to prepare revised resolutions affirming the 10% annexations as originally submitted, but only authorizing circulation of the 60% petitions after the City Council has adopted the Compact Residential (CR) zoning; and (3) rescind Resolutions 2017-18 and 2017-19 until such time as the City has reviewed the zoning and Comprehensive Plan in 2018.

Senior Planner Machen added that staff reviewed the proposed modification of the boundary, and due to irregularities of the boundary and limited connection to the existing City boundary, staff recommends that boundary change not be approved.

Councilmember Petershagen asked if the resolutions could be rescinded without conditions. He added that it was not that long ago that the City adopted an annexation plan that addressed this area and intended to proceed with annexation later in the annexation plan. He is concerned that petitioners based their petition on criteria established in 2016.

Planner Machen responded that because these petitions are citizen initiated, the City needs to consider these petitions at this time, before the zoning is solidified.

Director Wright clarified that option (1) allows the Council to direct staff to bring back a revised resolution to designate the areas in both annexations with current city zoning, like HUR. Option (3) is a rescind and wait until zoning is confirmed. As Councilmember Petershagen suggested, Council could rescind the resolutions entirely, which would terminate the annexation petitions with no further action.

Councilmember Daughtry asked if the City could take a different option of returning to the HUR designation as it was in the previous resolution and modifying the boundary as requested, as requested by proponents.

David Toyer of Toyer Strategic Consulting, 3705 Colby Avenue, Suite 1, Everett, WA, said he has been working with landowners in both of the annexation areas to gather signatures for the 10% petitions, and he is also retained by some landowners to move forward with the 60% petitions. Mr. Toyer commented that the City determined in Resolution 2016-021 that it would not move forward with annexation until a later date, possibly under an election method. Mr. Toyer said the timing element is a challenge; if this process takes time it is difficult to keep the process moving forward. He added that petition signatures expire after a certain time or

become invalid for a variety of reasons. Also there is concern about moving forward with a zoning designation that is not yet established.

Mr. Toyer commented that the reconsideration request was made based on the inconsistency in zoning designation between Resolution 2016-21 providing for HUR zoning and Resolution 2017-18/Pellerin with the CR zoning. The expectation was that the HUR zoning would be available. Also regarding the Pellerin annexation, there is some growing resistance, which is why the request was made to remove properties at the previous Council meeting. Boundary shrinkage is requested because it addresses issues with some of the landowners not wanting to be annexed, and also because with the smaller boundary area he is confident they can deliver a 60% petition. Mr. Toyer next commented on the reduced Pellerin boundaries, and how they fit with the city's current boundaries. Ultimately the Boundary Review Board makes the determination as to whether boundaries are irregular.

Mr. Toyer next commented on the Rhodora annexation, and said they would like to move this forward and to be clear moving forward it would be good to use existing city HUR zoning. He suggested development could be addressed through development agreements with bigger perimeter lots and smaller internal lots, rather than waiting on a code amendment. He reminded that the petition signatures are only valid for six months and that is a concern.

Patrick McCourt, 10515 20th Street SE, Lake Stevens, believes the cost of infrastructure is a paramount issue for the community. Mr. McCourt commented on the Sewer District's debt, and said that higher density is the only way that rate revenue and general facility charges are going to resolve the debt. He said it is important for the city to look at their projected growth targets and buildable lands inventory. He supports the petitioners' recommendation of Option No. 1, and that petitioners be allowed to reduce their boundary. Mr. McCourt also supports the HUR zone with larger periphery lots and smaller interior lots, and this provides a buffer with other neighborhoods. He is willing to work with staff to prepare an agreement regarding the Rhodora Heights property.

Responding to Councilmember Tageant's question regarding sewer infrastructure, Mr. McCourt said that the Rhodora Heights annexation requires the construction of a regional sewer facility and an additional lift state at an estimated at \$7.3 million in 2016 dollars.

Attorney Weed clarified that tonight's action is a two-step process to (1) entertain a motion to reconsider, and (2) a motion on how to change the previously approved resolutions.

MOTION: Moved by Councilmember Petershagen, seconded by Councilmember Tageant, to reconsider Resolutions 2017-18 and 2017-19 regarding the Pellerin and Rhodora annexations. On vote the motion carried (7-0-0-0).

Councilmember Hilt commented on density and said he is concerned about limiting options if the Council approves these 10% petitions with an HUR zoning designation and then determines in 2018 to change the zoning designation.

Councilmember McDaniel commented the CR zoning designation is not clear and is not fair to property owners in the area because it creates an ambiguity.

Attorney Weed explained the annexation statutes allow the Council to do three things when considering a 10% annexation petition: (1) set an annexation boundary, (2) set proposed

zoning, and (3) address existing City indebtedness. If a 60% petition with proposed zoning is circulated, the City can still consider an amendment to the Comprehensive Plan and zoning. He believes the concern is allowing a 60% petition with a yet-to-be defined zoning.

Responding to Mayor Spencer's request, Director Wright said that he has had discussions with the developer about having a continuum of housing types within a single neighborhood, which would allow for some larger lots and some compact development. The Council could use a development agreement to help craft the neighborhood to look like a neighborhood they would find more desirable and still meet the applicant's intent to maximize density and pay for the infrastructure. The developer is not obligated to bring forward a development agreement.

Councilmember Tageant agreed with Councilmember Hilt's comments on density and believes it would be helpful to have a buildable lands report, which staff is working on. Once that report is available that would be a good time to discuss density. Councilmember Tageant supports rescinding Council's previous actions.

Councilmember Daughtry commented the City has history with working with the proponent on development agreement in the past and changing things to produce a better development from the city's point of view, and that shows this developer is willing to be flexible, and he appreciates this.

Mayor Spencer reviewed the options for moving forward including (1) direct staff to prepare resolutions affirming acceptance of the 10% petitions and proceed with 60% petitions based upon the HUR zoning, (2) directing staff to prepare revised resolutions confirming acceptance of the 10% petitions as originally submitted but only authorizing circulation of the 60% petitions after a CR zoning designation is adopted by Council, and (3) to rescind the resolutions and accepting the 10% petitions until the Council adopts a complete review of the Comprehensive Plan and zoning designations. Mayor Spencer also said another option with any of the three options listed is to accept the amended boundaries.

MOTION: Moved by Councilmember Daughtry, seconded by Councilmember Tageant, to repeal Resolution 2017-18 accepting the Pellerin 10% annexation petition and Resolution 2017-19 accepting the Rhodora 10% annexation, and directing staff to return to Council with new resolutions accepting the 10% petitions and authorizing the circulation of the 60% petitions for both proposed annexations, with a different zoning classification of HUR and Waterfront Residential zoning as applicable, and accepting the reduced boundaries

Mayor Spencer appreciated Council's discussion of this matter and noted he is aware of Council's interest in revisiting a number of topics including density, zoning, infrastructure and mitigation funds. Mayor Spencer supports this motion. He noted the City's funding mechanisms for paying debt incurred due to construction of infrastructure is different than funding mechanisms available to the sewer district for infrastructure.

Mayor Spencer addressed the developers and said he would like to see the developers bring forward a different development product, and said he is willing to work with developers to reduce infrastructure costs so that the City will get better communities.

Councilmember Hilt agreed with Mayor Spencer's comments and supports the motion.

Councilmember Holder also agreed with Mayor Spencer's comments and said that people need livable communities.

VOTE: On vote the motion carried (7-0-0-0).

Public Safety Committee:

Approve Ordinance No. 1007 Prohibiting Use of Compression Braking: Chief Dyer presented the staff report and said that prohibiting compression braking was previously considered by the Council in 2008. At that time, Council held a first and second reading of Ordinance No. 767. The second reading was continued to allow the then Police Chief to bring back information regarding public education about compression braking. Staff has not located any record that Ordinance No. 767 was ever brought back to Council. Recently there have been renewed complaints about compression braking along SR 92 in the same area. Chief Dyer reviewed the various ways to move forward. He added that he has completed a lot of research on compression braking and supports a prohibition of unmuffled compression brakes. He is requesting direction from Council.

Discussion ensued, and Councilmember Holder commented she thought Council had previously prohibited compression braking.

Responding to Councilmember Daughtry's question, Chief Dyer said that although the state does not allow compression braking, if the City has its own prohibition, it allows the City to handle any offenses.

Attorney Weed added that to enforce prohibitions on compression braking off the state highway, and within the city, the City needs its own code.

Following additional discussion, Council supported an ordinance prohibiting all compression braking. This will be brought back to Council for approval at a future meeting.

Approve Contract with Snohomish County Human Services re First Responder Flex

Fund: Chief Dyer presented the staff report and said that Snohomish County Human Services started a pilot project called First Responder Flex Fund to make funding available to first responders to be used to fill short term gaps in services to highly vulnerable community residents. In October of this year Snohomish County notified the city of this program and invited the city to participate through 2018. The City would receive \$3,561 under this program, which would be used for transportation and shelter,

MOTION: Moved by Councilmember Tageant, seconded by Councilmember Holder, to authorize the Mayor to enter into a contract with Snohomish County Human Services in the amount of \$3,561 for the First Responder Flex Fund. On vote the motion carried (7-0-0-0).

MOTION: Moved by Councilmember Daughtry, seconded by Councilmember Welch, to extend the meeting beyond 9:00 p.m. On vote the motion carried (7-0-0-0).

Approve Ordinance No. 1008 re 20th Street SE Property Condemnations: City Attorney Grant Weed presented the staff report and said that Council is being asked to approve condemnation of the noted properties along 20th Street SE so that the city can continue with the right-of-way acquisitions and subsequent road-widening improvements for that roadway. While

the City has obtained right-of-way from most of the property owners, in some instances the City has not been able to complete this process due to either a property owner or more commonly, lien holders, being responsive. Attorney Weed explained the condemnation process and said this will allow City to move forward to acquire the right-of-ways for the road widening project.

MOTION: Moved by Councilmember Hilt, seconded by Councilmember Petershagen, to approve Ordinance No. 1008 authorizing the condemnation of strip parcels required for 20th Street SE improvements. On vote the motion carried (7-0-0-0).

Accept Letter of Intent and Authorize Appraisal of Nursery Property: Director Wright presented the staff report and said that the city has received a letter of intent to purchase a parcel located at 801 20th Street SE, next to Trestle Station. In order to move forward, the City must accept the letter of intent, obtain an appraisal, establish a boundary of property to be sold, process a boundary-line adjustment and create a wetland mitigation plan. He then responded to Councilmembers' questions.

MOTION: Moved by Councilmember Daughtry, seconded by Councilmember Welch, to accept the letter of intent and authorize an appraisal of property commonly known as the Nursery Property, and generally located at 801 20th Street SE. On vote the motion carried (7-0-0-0).

Discussion Items:

Ordinance No. 1002 re Traffic Impact Fee Adjustment re Employment: Jeanie Ashe, Economic Development Coordinator, presented the staff report and said that originally this traffic impact fee adjustment was adopted by resolution, which is sunsetting on December 8, 2017. Based on discussion between staff and the City Attorney, it was determined this incentive should be adopted by ordinance and codified. The incentive is intended to attract and reward businesses for job creation by reducing the cost of entry into the Lake Stevens market through a rebate of traffic impact fees. While the incentive has not been used to date, potential developers have been made aware of it. If Council is in support of moving forward with Ordinance No. 1002 it will be brought back for vote on the Consent Agenda at the next Council meeting.

Soper Hill Road Interlocal Agreement: Director Wright presented the staff report and reviewed the history of working with Marysville to develop an interlocal agreement that would allow Marysville to improve two intersections onto Soper Hill Road. This would allow for development proposed in Marysville that will have a direct impact on Lake Stevens. Permitting issues are resolved. The remaining issue is traffic impact from new development on the Marysville side, and Lake Stevens may receive 40% of impact. Options for moving forward are Marysville sharing traffic mitigation fees with Lake Stevens or some other form of payment to Lake Stevens for the impacts. Staff is requesting direction from Council

Mayor Spencer commented the impacts on the city's roads will be calculated and presented to Marysville, and Marysville will be asked to either share mitigation fees or pay Lake Stevens directly.

Councilmember Hilt said it is important to be flexible as to what type of compensation is agreed upon.

Councilmember Tageant said Lake Stevens will bear the biggest burden from new development and that Lake Stevens schools and roads will be directly affected as well as receiving other impacts, including long term impacts such as stormwater.

Councilmember Holder commented the Whiskey Ridge acquisition is a bad deal all around and it is important to ensure that Lake Stevens is compensated for all the impacts it will have.

Councilmember Hilt asked about a previous staff recommendation that planning on the east side of Highway 9 be a joint planning process so that the City can have a voice in what happens to that intersection. Director Wright responded the developers on both sides of the highway have been asked to work together with their traffic consultants to deliver an intersection alignment that makes sense and does not create more problems; WSDOT would be the lead agency on intersection improvements.

Responding to Councilmember Petershagen's question, Director Wright said the area of influence identified in previous negotiations extends to about 64th and down the corridor of 83rd/87th, and is truly the Whiskey Ridge area including the residential areas.

Study Session: None.

Executive Session:

MOTION: Moved by Councilmember McDaniel, seconded by Councilmember Holder, to move into executive session lasting 15 minutes, for the purpose of discussing a collective bargaining matter, with no action to follow. On vote the motion carried (7-0-0-0).

Council moved to executive beginning at 9:17 p.m.

At 9:36 p.m. the regular meeting of the City Council was reconvened.

Adjourn:

Moved by Councilmember Hilt, seconded by Councilmember McDaniel to adjourn the meeting at 9:36 p.m. On vote the motion carried (7-0-0-0).

John Spencer, Mayor

Kathy Pugh, Deputy City Clerk



LAKE STEVENS CITY COUNCIL
STAFF REPORT

Council Agenda

Date: December 12, 2017

Subject: Authorize Mayor to Enter into Contract for Public Defender Services

Contact		Budget	\$120,000
Person/Department:	<u>Gene Brazel, City Administrator</u>	Impact:	

RECOMMENDATION(S)/ACTION REQUESTED OF COUNCIL: **Authorize the Mayor to enter into a Professional Services Agreement with Feldman & Lee, P.S. for Public Defender Services.**

SUMMARY/BACKGROUND: The City entered into a contract with Feldman & Lee, P.S. to provide public defender services beginning January 1, 2014 through December 31, 2016. The contract was based on a formula that estimates the number of cases that will require public defender services times the estimated number of attorney hours to provide those services.

In 2015 the City entered into a first amendment which adjusted the estimated number of cases and the estimated attorney hours, with the fee for public defender services being adjusted to \$9,000 per month in 2015. In 2016 the City entered into a second amendment which extended the contract to December 31, 2017 and provided for a flat fee of \$10,000 per month for public defender services.

Feldman & Lee proposes to enter into a new Professional Services Agreement for a three-year term beginning January 1, 2018 through December 31, 2020 with the same fee structure of \$10,000 per month for public defender services, which was agreed to under the second amendment.

APPLICABLE CITY POLICIES: N/A

BUDGET IMPACT: **\$120,000**

ATTACHMENTS:

Attachment A: Professional Services Agreement

CITY OF LAKE STEVENS CONTRACT FOR PUBLIC DEFENSE SERVICES

1. PARTIES.

This Professional Services Agreement, ("Agreement"), is entered into as of the Effective Date specified below (¶ 3.3) between the City of Lake Stevens, a Washington municipal corporation having its principal place of business at 1812 Main Street, Lake Stevens, Washington 98258 ("City"), and Feldman & Lee, P.S., a corporation organized under the laws of the State of Washington, located and doing business at 19303 44th Avenue, West, Lynnwood, WA 98036, hereafter ("The Attorney").

2. RECITALS.

2.1 City desires to obtain professional services for work related to public defender services for all indigent criminal defendants charged under ordinances of the City of Lake Stevens at Marysville Municipal Court who qualify for appointed counsel.

2.2 The Attorney represents that it is available and able to provide sufficient qualified personnel and facilities necessary for the work and services contemplated herein, and can accomplish the work and services for the required time period and in accordance with City's specifications, professional standards and in accordance with standards, guidelines and/or rules as established by the State Office of Public Defense and/or the Washington State Supreme Court.

2.3 The Attorney agrees to perform the work and services specified herein in accordance with the terms and conditions of this Agreement.

NOW, THEREFORE, in consideration of the mutual benefits and promises set forth herein, it is agreed by and between the parties as follows:

3. TERMS AND CONDITIONS.

3.1 Services, Scope of Work, Performance Criteria.

City hereby retains the Attorney, and the Attorney agrees to perform the following work and services in accordance with this Agreement. An important objective of this Agreement is to achieve compliance with the Standards established by the State Supreme Court for representation of indigent defendants as they now read or are hereafter amended or supplemented.

3.1.1 Determination of indigence for eligibility for appointed counsel under this Contract shall be determined by the Court. The Court or persons directed by the Court shall be responsible for handling the screening process. Should the Attorney determine a defendant is not eligible for assigned counsel; the Attorney shall withdraw from the case and so advise the Court and the City of the withdrawal and the reason therefore.

3.1.2 The Attorney shall provide to the City Police Department the telephone number or numbers at which an attorney may be reached for "critical stage" advice to defendants during the course of police investigations and/or arrest twenty-four (24) hours each day.

3.1.3 Consistent with Standards for Indigent Defense as adopted by the State Supreme Court as they now read or are hereafter amended or supplemented, Defendant shall have reasonable access to the Attorney assigned to him/her. Qualifying criminal defendants shall be provided local telephone access to the Attorney. The Attorney will maintain office space within the City of Marysville and make such office open and available at times necessary to meet with defendants. Individuals in custody in the State of Washington shall be provided access by calling the Attorney collect or through a process established at the Marysville Jail. If the Attorney is appointed to represent an incarcerated defendant who remains in custody prior to trial, the Attorney agrees to conduct interview with such defendant either in person or by phone, as deemed necessary by the Attorney.

3.1.4 David Lee shall be the "lead attorney" assigned to appear in court, manage, supervise and otherwise provide the services under this contract. A different "lead attorney" shall not be assigned to this contract except by mutual agreement.

3.1.5 In addition to David Lee, the Attorney shall provide a minimum of two (2) full time equivalent (fte) attorneys to assist in providing public defender services to indigent defendants in City of Lake Stevens cases filed in Marysville Municipal Court. Attorneys must be licensed to practice law in the State of Washington.

3.1.6 Even though the Attorney is an independent contractor with the authority to control and direct the performance and details of the Services, the Services must meet the approval of City and shall be subject to City's general right of inspection and supervision to secure the satisfactory completion of this Agreement.

3.1.7 The Attorney represents that it has or will obtain all personnel necessary to perform the required Services and that such personnel shall be qualified, experienced, and licensed as may be necessary or required by applicable laws and regulations to perform the Services. All Services shall be performed by the Attorney, its employees, or by Attorney's representatives who meet or exceed the minimum experience requirements set forth in 3.1.5. The Attorney shall ensure that all contractual duties, requirements and obligations that the Attorney owes to City shall also be owed to City by Attorney's employees and representatives retained to perform the Services.

3.1.8 The Attorney shall be responsible for the professional quality, technical adequacy, accuracy, timely completion, and coordination of the Services pursuant to this Agreement. The Attorney shall perform the Services so that the Services conform to the highest professional standards. The Attorney shall be responsible for the professional standards, performance, and actions of all persons and firms performing the Services.

3.1.9 The Attorney shall represent, through trial, sentencing, post-sentence review and any appeals up to and including the Superior Court, indigent criminal defendants charged

under ordinances of the City of Lake Stevens and State of Washington who the City or Court shall qualify for indigent defense representation. Services also include appearance at the Marysville Municipal Court and/or jail for all criminal case calendars, unless excused by the Court.

3.1.10 The Attorney will provide criminal defense services and shall attend all hearings and trials involving defendants on whose behalf the Public Defender has been appointed, and will be available to talk with or meet, in person with indigent defendants, at the Public Defender's office and/or the Marysville Municipal Court and jail facilities.

3.1.11 The Attorney will be available to appear in Court/Jail before such individual has been in custody for 24 hours.

3.1.12 The Attorney may withdraw upon completion of the case as allowed by the Rules of Professional Conduct.

3.1.13 The Attorney shall provide to the City Police Department the telephone number or numbers at which an attorney may be reached for "critical stage" advice to defendants during the course of police investigations and/or arrest twenty-four (24) hours each day.

3.1.14 The Attorney shall file quarterly reports with the City to include each client who has been appointed to the Public Defender, the charges, cause number and disposition, bench or jury trial and whether an appeal was filed. The report is due to the City Chief Administrative Officer on or before the thirteenth day after the end of each quarter as to clients represented in the previous quarter.

3.1.15 All attorneys providing services under this contract shall be licensed to practice law before the courts of record for the State of Washington. The Attorney must immediately report to the City any change affecting the maintenance of membership in good standing of the Washington State Bar Association. No legal intern shall be used for this contract unless agreed to in advance by the City.

3.1.16 The Attorney shall serve as attorney for the day at arraignment or probation hearings

3.1.17 Public defender will review all cases prior to scheduled court date and work with City Prosecutor for possible resolution.

3.1.18 Public defender will arrive at least 15 minutes prior to the start of all scheduled calendars.

3.2 **Payment.**

City hereby retains the Attorney, and the Attorney agrees to the terms of this Agreement and in consideration the City agrees to pay attorney as follows:

3.2.1 Except as otherwise provided herein, City shall pay the Attorney for Services rendered under this Contract the sum of \$10,000 per month for all services set forth in this contract.

3.2.2 The fee set forth in 3.2.1 shall include those matters identified in Section 3.1 above. The fee set forth in 3.2.1 above shall also include services for each stage of appeal in the event of an appeal from a final order of the Marysville Municipal Court to the Snohomish County Superior Court.

3.2.3 In addition to the payments referenced in 3.2.1 above, the City shall pay the Attorney for documented special reasonable and necessary costs approved by the Court associated with defense of cases requiring unique services such as an investigator, polygraph or handwriting specialist, etc.

3.2.4 The Attorney shall submit monthly invoices (but not more frequently than monthly) to City upon completion of the Services under the terms of payments as described in this contract. City shall pay the Attorney within forty-five (45) days of the receipt of a correct invoice in accordance with City's usual payment procedures. If City objects to all or any portion of any invoice, it shall so notify the Attorney within twenty (20) days from the date of receipt but shall pay the undisputed portion of the invoice. The parties shall immediately make every effort to settle the disputed portion of any invoice.

3.2.5 Acceptance of any payment by the Attorney shall constitute a release of all payment claims against City arising under this Agreement as to such portion of the Services. No payment to the Attorney, whether periodic or final, shall constitute a waiver or release by City of any claim, right or remedy it may have against the Attorney regarding performance of the Services as required by this Agreement.

3.3 Time of Performance.

Unless terminated earlier pursuant to Section 3.7 or 3.17 below, the Attorney agrees that the Services shall be provided from January 1, 2018 at 12:01 a.m. through December 31, 2020 at 11:59 p.m.

3.4 Relationship of Parties.

The Attorney is an independent contractor under this Agreement, and the parties intend that an independent contractor-client relationship is the only City of Lake Stevens relationship created by this Agreement. No employee, agent, representative or by Attorney's representatives of Attorney shall be or shall be deemed to be the employee, agent representative or sub consultants of City. Attorney has no authority, and will not represent itself to have authority, to legally bind City or otherwise act for, or on City's behalf. None of the compensation or other benefits provided by City to its employees shall be available to the Attorney's employees, agents, representatives or by Attorney's representatives. The Attorney shall be solely responsible for all compensation, taxes, withholding, and other benefits due to its employees, agents, representatives, subcontractors and by Attorney's representatives. The Attorney shall be solely responsible for its acts and omissions and for the acts and omissions of The Attorney's agents, employees, representatives, subcontractors and by Attorney's representatives during performance

of this Agreement. On or before the Effective Date, the Attorney shall file, maintain and/or open all necessary records with the Internal Revenue Service and the State of Washington, and as may be required by RCW 51.08.195, to establish the Attorney's status as an independent contractor.

3.5 Services Performed at the Attorney's Risk.

The Attorney shall take all precautions reasonably necessary to perform the Services and shall be responsible for the safety of its employees, agents and his representatives in the performance of the Services.

3.6 Termination of Agreement.

3.6.1 Termination by City for the Attorney's Default.

City may terminate this Agreement, in whole or in part and at any time, in writing if the Attorney substantially fails to fulfill any or all of its material obligations through no fault of City. If City terminates all or part of this Agreement for default, City shall determine the amount of Services satisfactorily performed to the date of termination and the amount owing to the Attorney using the criteria set forth below; provided that

- A. No amount shall be allowed for anticipated profit on unperformed Services or other work, and
- B. Any payment due to the Attorney at the time of termination may be adjusted to the extent of any additional costs City incurs or will incur because of the Attorney's default. In such event, City shall consider the actual costs incurred by the Attorney in performing the Services to the date of termination, the amount of Services originally required which was satisfactorily completed to the date of termination, whether the Services or deliverables were in a form or of a type which is usable and suitable to City at the date of termination, the cost to City of either completing the Services itself or employing another firm to complete the Services in addition to the inconvenience and time which may be required to do so, and other factors which affect the value to City of the Services performed to the date of termination. Under no circumstances shall payments made under this provision exceed the Schedule of Charges. This provision shall not preclude City from filing claims and/or commencing litigation to secure compensation for damages incurred beyond that covered by withheld payments.

3.6.2 Termination by City for Convenience.

City may terminate this Agreement, in whole or in part and at any time with 90 days notice for the convenience of City. City shall terminate by delivery to the Attorney a notice of termination specifying the extent of the termination and the effective date of termination. If City terminates this Agreement for convenience, City shall pay the Attorney the amount otherwise due in accordance with this Agreement for Services satisfactorily performed to the date of termination.

3.6.3 Termination by the Attorney.

The Attorney may terminate this Agreement in the case of a material breach and upon failure of City to remedy said breach within twenty (20) days of written notice by the Attorney of such breach. The Attorney may also terminate the Agreement if key personnel and/or facilities are lost due to an act of God or other catastrophe creating a situation under which The Attorney is physically unable to perform. The Attorney's notice of termination shall be in writing.

3.7 Discrimination.

When hiring of employees to perform Services, the Attorney, its representatives, or any person acting on behalf of the Attorney or his representatives shall not, by reason of race, religion, color, age, sex, national origin or the presence of any sensory, mental or physical handicap, veteran status, or sexual orientation, discriminate against any person who is qualified and available to perform the Services to which the employment relates.

3.8 "Indemnity Obligations" - Indemnification and Compliance with Law.

3.8.1 The indemnification and defense obligations specified in this Section 3.8 ("Indemnity Obligations") have been mutually negotiated and shall survive the expiration, abandonment, or termination of this Agreement. The Indemnity Obligations shall extend to claims that are not reduced to a suit and to any claims that may be compromised prior to the culmination of any litigation or the institution of any litigation. Inspection, acceptance or payment by City of or for any Services performed by the Attorney shall not be grounds for avoidance of any Indemnity Obligations.

3.8.2 To the maximum extent permitted by law, the Attorney, for itself, its employees, subcontractors, assignees and agents (collectively "The Attorney" for purposes of this Section 3.8), agrees to indemnify and hold harmless City and its elected and appointed officers, employees and agents (collectively "City" for purposes of this Section 3.8) from and against any and all suits, claims, actions, losses, costs, attorney fees and expenses, liabilities, penalties, judgments, settlements, and damages of whatsoever kind or nature (collectively "Claims") arising out of, in connection with, or incident to the Attorney's errors, acts or omissions occurring in the performance of the Services and the Attorney's obligations under this Agreement, except and to the extent judicially determined to have been caused by the sole negligence of City. The Attorney's Indemnity Obligations include the obligation to

- A. Satisfy any judgment or other final decision of a court or other tribunal,
- B. Pay any reasonable settlement negotiated by City with respect to the Claims, and
- C. Pay all Claims against City by an employee or former employee of the Attorney or its Attorneys.

3.8.3 The Attorney further agrees to waive, and that this indemnification constitutes the Attorney's waiver of, immunity under Industrial Insurance, Title 51 RCW, solely for the purposes of this indemnification, and that this waiver has been mutually negotiated.

3.8.4 The Attorney further agrees to defend all Claims against City which, if proven, could result in liability to City for loss or damage caused by all such errors, acts, or omissions of The Attorney. The Attorney's obligation to defend shall include prompt payment of all reasonable attorney fees, costs and expenses incurred in the defense of such claims, including those incurred by City.

3.8.5 The Attorney shall comply, and shall ensure its attorneys, assignees and subcontractors comply, with the terms of this Agreement and with all applicable city, state or federal laws, rules or regulations.

3.9 **Insurance.**

Unless otherwise stated herein, the following Insurance requirements shall apply.

3.9.1 **Insurance.**

The Attorney shall procure and maintain for the duration of the Agreement, insurance against claims for injuries to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the Attorney, its agents, representatives, or employees.

3.9.2 **No Limitation.**

The Attorney's maintenance of insurance as required by the agreement shall not be construed to limit the liability of the Attorney to the coverage provided by such insurance, or otherwise limit the City's recourse to any remedy available at law or in equity.

3.9.3 **Minimum Scope of Insurance.**

The Attorney shall obtain insurance of the types described below:

A. **Commercial General Liability insurance** shall be written on ISO occurrence form CG 00 01 and shall cover liability arising from premises, operations, independent contractors and personal injury and advertising injury. The City shall be named as an insured under the Attorney's Commercial General Liability insurance policy with respect to the work performed for the City.

B. **Workers' Compensation** coverage as required by the Industrial Insurance laws of the State of Washington.

C. **Professional Liability Proof of Professional Liability Insurance.** The Attorney shall indemnify and hold the City, its elected officials, officers and employees harmless from any and all claims, losses or liability, including attorney's fees, whatsoever arising out of the Attorney's performance of obligations pursuant to this Contract, including claims arising by reason of

accident, injury or death caused to persons or property of any kind occurring by the fault or neglect of the Attorney, his agents, associates or employees, or occurring without the fault or neglect of the city. With respect to the performance of this agreement and as to claims against the City, its officers, agents and employees, the Attorney expressly waives its immunity under Title 51 of the Revised Code of Washington, the Industrial Insurance Act, for injuries to its employees and agrees that the obligation to indemnify, defend and hold harmless provided for in this paragraph extends to any claim brought by or on behalf of any employee of the Attorney. This waiver is mutually negotiated by the parties. This paragraph shall not apply to any damage resulting from the sole negligence of the City, its agents, and employees. To the extent of any of the damages referred by this paragraph were caused by or resulted from the concurrent negligence of the City, its agents, and employees, this obligation to indemnify, defend and hold harmless is valid and enforceable only to the extent of negligence of the Attorney, its officers, agents , employees, subcontractors and assignees.

3.9.4 Minimum Amounts of Insurance.

The Attorney shall maintain the following insurance limits:

- A. **Commercial General Liability insurance** shall be written with limits no less than \$1,000,000 each occurrence, \$2,000,000 general aggregate.
- B. **Professional Liability insurance** shall be written with limits no less than \$1,000,000 per claim and \$2,000,000 policy aggregate limit.

3.9.5 Other Insurance Provisions.

The insurance policies are to contain, or be endorsed to contain, the following provisions for Automobile Liability, Professional Liability and Commercial General Liability insurance:

- A. The Attorney's insurance coverage shall be primary insurance as respect the City. Any insurance, self-insurance, or insurance pool coverage maintained by the City shall be excess of the Attorney's insurance and shall not contribute with it.
- B. The Attorney's insurance shall be endorsed to state that coverage shall not be cancelled by either party, except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the City.

3.9.6 Acceptability of Insurers.

Insurance is to be placed with insurers with a current A.M. Best rating of not less than A:VII.

3.9.7 Verification of Coverage.

The Attorney shall furnish the City with original certificates and a copy of the amendatory endorsements, including but not necessarily limited to the additional insured

endorsement, evidencing the insurance requirements of the Attorney before commencement of the work.

3.10 **Disputes and Remedies.**

3.10.1 Choice of Law; Venue.

This Agreement shall be interpreted in accordance with the laws of the State of Washington. The Superior Court of Snohomish County, Washington, shall have exclusive jurisdiction and venue over any legal action arising under this Agreement.

3.10.2 Dispute Resolution.

All claims, counterclaims, disputes, and other matters in question between City and the Attorney arising out of or relating to this Agreement shall be referred to the City (CAO) or a designee for determination, together with all pertinent facts, data, contentions, and so forth. The City Mayor or Chief Administrative Officer (CAO) shall consult with the Attorney's representative and make a determination within thirty (30) calendar days of such referral. Should the claims, counterclaims, or disputes not be resolved by the City (CAO)'s decision, the parties shall refer the matter to professional mediation in Snohomish County, Washington, which shall be conducted within thirty (30) calendar days of the City (CAO)'s decision. The cost of mediation shall be shared equally. No civil action on any claim, counterclaim, or dispute may be commenced until thirty (30) days following such mediation. In the event of litigation between the Attorney and City to enforce the rights under this Agreement, reasonable attorney fees and expenses shall be allowed to the prevailing party.

3.11. **Remedies.**

City's rights and remedies in this Agreement are in addition to all other rights and remedies provided by law. City may exercise such rights and remedies in any order and at any time as it determines necessary or appropriate.

3.12 **Notice.**

All communications regarding this Agreement shall be sent to the parties at the addresses listed below, or at such other address as given pursuant to this Section, and shall be effective on the next business day if sent by registered or certified mail or deposited with an overnight delivery service.

CITY OF LAKE STEVENS
Attention: City Administrator
1812 Main Street
Lake Stevens, Washington 98258

ATTORNEY
James A. Feldman
19303 44th Avenue, West
Lynnwood, WA 98036

3.13 **Entire Agreement.**

The written terms and provisions of this Agreement, together with all referenced Exhibits, which are incorporated herein by this reference, supersede all prior verbal statements of any officer or other representative of the City, and such statements shall not be effective or be construed as entering into or forming a part of, or altering in any manner whatsoever, this Agreement. The

entire agreement between the parties with respect to the subject matter hereunder is contained in this Agreement and the referenced Exhibits.

3.14 Priority of Documents.

In the event that the language and provisions of this Agreement are contrary to or conflict with any language or provisions set forth in any exhibit to this Agreement, the language and provisions of this Agreement shall control, and the contrary or conflicting language or provisions of the Exhibit(s) shall be disregarded and shall be considered void.

3.15 Modification.

No waiver, alteration, or modification of any of the provisions of this Agreement shall be binding unless in writing and signed by a duly authorized representative of City and the Attorney.

3.16 Assignment/Subcontract.

Any assignment or subcontracting of this Agreement or any of the services to be provided hereunder by the Attorney without the prior written consent of City shall be void.

3.17 Waiver.

A waiver of any breach by either party shall not constitute a waiver of any subsequent breach.

3.18 Third-Party Beneficiaries.

There are no third-party beneficiaries to this Agreement.

3.19 Counterparts.

This Agreement shall be signed in duplicate or triplicate and may not be signed in counterparts.

3.20 Authorized Signatures.

By their signatures below each party represents that it has taken all necessary steps and is fully authorized to sign for and on behalf of the named principal above.

3.21 Effective Date.

This Agreement shall be effective January 1, 2018 at 12:01 a.m.

CITY OF LAKE STEVENS

FELDMAN & LEE, P.S.

John Spencer, Mayor

Date: _____

James A. Feldman, President

Date: _____

Attest:

Kathleen Pugh, Deputy City Clerk

Approved as to form:

Grant K. Weed, City Attorney



LAKE STEVENS CITY COUNCIL
STAFF REPORT

Council Agenda

Date: December 12, 2017

Subject: City Council Meeting Schedule

Contact

Person/Department: Kathy Pugh, Deputy City Clerk **Budget Impact:** N/A

RECOMMENDATION(S)/ACTION REQUESTED OF COUNCIL: Approve cancellation of the regularly scheduled City Council meeting on January 23, 2018, and scheduling of Special Meeting on Monday, January 22, 2018.

SUMMARY/BACKGROUND: Councilmembers are scheduled to attend the Association of Washington Cities City Action Days January 23-24, 2018. Because City Action Days is a full day of programming in Olympia beginning on January 23, it is recommended to cancel the regularly scheduled meeting of January 23 to allow for travel time to Olympia that evening, and to in turn schedule a Special Meeting on January 22, 2018.

APPLICABLE CITY POLICIES:

BUDGET IMPACT: N/A

ATTACHMENTS: None.



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LAKE STEVENS CITY COUNCIL
STAFF REPORT

Council Agenda Date: 12 Dec 2017

Subject: 17001 – 2017 Pavement Overlay Project Acceptance

Contact / Department: Cory Nau, Public Works **Budget Impact:** \$271,605.39

RECOMMENDATION(S)/ACTION REQUESTED OF COUNCIL: Authorize final project acceptance of the work performed by Quilceda Paving, Inc. for the 2017 Pavement Overlay project.

SUMMARY/BACKGROUND: On July 6, 2017, Council awarded Quilceda Paving, Inc. the contract for the city's 2017 Pavement Overlay project. The authorized construction budget was \$288,351.00 with an administrative contingency of \$43,310.00 for a total project budget of \$332,041.00. The work, which was completed in September 2017, meets the intent of the contract and was performed on schedule. This Council action will final the project and begin the 45 day lien period requirement.

The final construction cost is \$271,605.39. This is \$60,435.61 below the Council approved project budget which includes the contingency. The overlay work included paving Grade Road from 30th St NE to 26th St NE, 123rd Ave NE from 36th St NE to 22nd St NE, 245' of Catherine Drive east of Grade Road, and the driveway of the Senior Center off Soper Hill Road.

APPLICABLE CITY POLICIES:

BUDGET IMPACT: \$271,605.39

ATTACHMENTS:

- Exhibit A: Final Quantity & Pay Estimate

EXHIBIT A
Final Pay Estimate

City of Lake Stevens

2017 Pavement Overlay

Final Contract Amount

Prepared By: Cory Nau, E.I.T.

Base Bid

#	Description	Standard Plan	SIN	Project Planned Totals					
				Unit	Quantity	Unit \$	Total	Total Quantity to Date	Total Project Amount
1	Mobilization	I-40.20-00	1-09.7	LS	1	\$ 18,000.00	\$ 18,000.00	1	\$ 18,000.00
2	Project Temporary Traffic Control		1-10.4(1)	LS	1	\$ 35,000.00	\$ 35,000.00	1	\$ 35,000.00
3	Variable Message Boards		N/A	EA	4	\$ 750.00	\$ 3,000.00	3	\$ 2,250.00
4	Inlet Protection		8-01.3(9)D	EA	19	\$ 125.00	\$ 2,375.00	16	\$ 2,000.00
5	Planing Bituminous Pavement		5-04.3(14)	SY	10980	\$ 3.92	\$ 43,041.60	10706	\$ 41,967.52
6	HMA Cl 1/2 PG 64-22 (2")		5-04	TON	1320	\$ 85.50	\$ 112,860.00	1366.75	\$ 116,857.13
7	Temporary Pavement Marking		8-22	LS	1	\$ 1,000.00	\$ 1,000.00	1	\$ 1,000.00
8	Paint Line		8-22	LF	9050	\$ 0.50	\$ 4,525.00	6050	\$ 3,025.00
9	Plastic Stop Line		8-22	LF	100	\$ 7.00	\$ 700.00	195	\$ 1,365.00
10	Plastic Crosswalk		8-22	SF	1400	\$ 6.60	\$ 9,240.00	1290	\$ 8,514.00
11	Raised Pavement Marker Type 2		8-09	HUND	4	\$ 575.00	\$ 2,300.00	3.77	\$ 2,167.75
12	Adjust Manhole		7-05	EA	1	\$ 800.00	\$ 800.00	1	\$ 800.00
13	Adjust Manhole (Sewer)		N/A	EA	8	\$ 800.00	\$ 6,400.00	4	\$ 3,200.00
14	Adjust Catch Basin		7-05	EA	7	\$ 750.00	\$ 5,250.00	1	\$ 750.00
15	Adjust Valve Box (Water)		N/A	EA	5	\$ 600.00	\$ 3,000.00	5	\$ 3,000.00
16	Adjust Valve Box (Gas)		N/A	EA	1	\$ 600.00	\$ 600.00	0	\$ -
17	Adjust Monuments		N/A	EA	4	\$ 600.00	\$ 2,400.00	1	\$ 600.00
18	Force Account		1-09.6	FA	1	\$ 20,000.00	\$ 20,000.00	0	\$ -
				Subtotal			\$ 270,491.60	\$ 240,496.40	

Alternate Bid 1 - Catherine Drive

#	Description	Standard Plan	SIN	Project Planned Totals					
				Unit	Quantity	Unit \$	Total	Total Quantity to Date	Total Project Dollar
1	Mobilization	I-40.20-00	1-09.7	LS	1	\$ 1,900.00	\$ 1,900.00	1	\$ 1,900.00
2	Project Temporary Traffic Control		1-10.4(1)	LS	1	\$ 6,000.00	\$ 6,000.00	1	\$ 6,000.00
3	Inlet Protection		8-01.3(9)D	EA	2	\$ 125.00	\$ 250.00	0	\$ -
4	Planing Bituminous Pavement		5-04.3(14)	SY	710	\$ 4.47	\$ 3,173.70	463	\$ 2,069.61
5	HMA Cl 1/2 PG 64-22 (2")		5-04	TON	95	\$ 90.00	\$ 8,550.00	60	\$ 5,400.00
6	Adjust Valve Box (Water)		N/A	EA	3	\$ 600.00	\$ 1,800.00	4	\$ 2,400.00

7 Adjust Valve Box (Gas)	N/A	EA	3	\$ 600.00	\$ 1,800.00	0	\$ -
8 Adjust Monuments	N/A	EA	2	\$ 600.00	\$ 1,200.00	0	\$ -
				Subtotal	\$ 24,673.70		\$ 17,769.61

Alternate Bid 2 - Senior Center

Project Planned Totals

#	Description	Standard Plan	SIN	Unit	Quantity	Unit \$	Total	Total Quantity to Date	Total Project Dollar
1	Mobilization		1-09.7	LS	1	\$ 900.00	\$ 900.00	1	\$ 900.00
2	Project Temporary Traffic Control		1-10.4(1)	LS	1	\$ 1,600.00	\$ 1,600.00	1	\$ 1,600.00
3	HMA Cl 1/2 PG 64-22 (2")		5-04	TON	75	\$ 110.00	\$ 8,250.00	77.72	\$ 8,549.20
4	HMA Cl 1/2 PG 64-22 (2")		N/A	LS	1	\$ 1,200.00	\$ 1,200.00	1	\$ 1,200.00
						Subtotal	\$ 10,750.00		\$ 12,249.20

Project Sub-Total \$ 270,515.21

8.9% Tax on non-City ROW work \$ 1,090.18

Project Grand Total \$ 271,605.39



LAKE STEVENS CITY COUNCIL
STAFF REPORT

Council Agenda

Date: December 12, 2017

Subject: PC 138 Komatsu Excavator Lease to Own Sales Agreement 2018

Contact / Department:	Eric Durpos Department of Public Works	Budget	\$196,107.12
		Impact:	4 year lease

RECOMMENDATION(S)/ACTION REQUESTED OF COUNCIL: Authorize the Mayor to execute a Lease to Own Sale Agreement based on a 4 year lease with Komatsu Finance in the amount of \$196,107.12

SUMMARY/BACKGROUND:

The City of Lake Stevens has needed a larger size excavator for some time now. 2017 was a year where Public Works rented a machine for most of the year for various projects. The first rental bill was about \$33,000. Knowing we were going to propose one in the 2018 budget, and knowing we still needed a machine for 4 more months, we knew we were not making good business sense. Modern Machinery was contacted to see if there was a way to rent a machine and potentially, if the budget got approved apply the rental towards the purchase. We first established a purchase price for the machine we needed, then rented it for 3 months. Modern Machinery was willing to credit the city \$14,700 of rental towards the purchase. The agreement will be a 4 year lease with payments of approximately \$47,581 per year, and the city will own the machine at the end of the lease. It is important that the base Sale Agreement be signed this year to be able to credit the rental charges to the city. The actual lease agreement will be produced in January after the new budget takes effect. \$60,000 was approved in the 2018 budget for this purchase.

APPLICABLE CITY POLICIES: NA

BUDGET IMPACT: \$60,000 approved in Public Works 2018 Budget

ATTACHMENTS:

- Lease to Own Sale Agreement
- Excavator Specifications
- Rental Contract

BILLING ADDRESS				SHIPPING ADDRESS		
Customer Name CITY OF LK STEVENS				F.O.B. Point (City, State) ON SITE		
Mailing Address 1812 MAIN ST / P.O. Box 257		Shipping Date	Country	Rental Start Date 9-18-2017 *		
City LAKE STEVENS, WA State 98258		Zip		Shipping Address		
Phone # 425-530-7532	Attention ERIC D.			City	State	
Customer # 2592281	Purchase Order #			Zip		
Job Location						

EQUIP. NO	DESCRIPTION: (INCLUDING ATTACHMENTS, SERIAL NUMBERS, ETC.)
635508	(1) 2017 KOMATSU PC138USLC-11 EXCAVATOR SN-S0832 w/THUMB, Quick Coupler, COMBO HYDRAULICS
600161	30" DIGGING Bucket
630977	(1) CLEAN UP Bucket BOLT ON RUBBER PADS INCL - TO BE INSTALLED IN KENT AT * IF ALL 3 Rental Payments Are PAID, CITY OF LK STEVENS CAN START A LEASE JAN 2 nd APPROX @ \$180,080 SALES PRICE

Warranties: (If applicable)	Extended Warranty	In Service Date
<input checked="" type="checkbox"/> Standard TO APRIL 2018	<input checked="" type="checkbox"/> Full Machine MO.s _____ HRS _____	Deductible\$ _____
<input checked="" type="checkbox"/> Other Premier TO 2020 OR 4000 HRS	<input type="checkbox"/> Powertrain + Hydraulics MO.s _____ HRS _____	Deductible\$ _____
<input type="checkbox"/> As Is: No Warranty	<input type="checkbox"/> Powertrain Only MO.s _____ HRS _____	Deductible\$ _____
* Extended Premier Warranty INCLUDES - KOMATSU CARE UPTO 2020/34yrs		

Sale Price	\$ 194,280.00
Add: Freight	INCL
Extended Warranty	INCL
Interest	
Document Fees	500.00
Other	
Other	
Other	*
Less: Rent Credit	* 14,700
Other	
Trade in - Net of loan	#
Subtotal	\$ 180,080.00
Sales Tax: State/County	8.9% LK STEVENS
Rate	8.9%
Amount	16,027.12
TOTAL SALE PRICE	194,107.12

Trade Information (if applicable)	N/A
Manufacturer	
Model	
Year	
SMR	
Trade Allowance	
Less: Loan Balance	
Payoff good thru:	
Lien Holder	
Net	

I ACKNOWLEDGE THAT I HAVE COMPLETELY READ AND UNDERSTAND THE TERMS AND CONDITIONS STATED ON ALL PAGES OF THIS AGREEMENT, INCLUDING SUCH TERMS AND CONDITIONS CONTAINED AFTER MY SIGNATURE BELOW. I AGREE TO GRANT MODERN A PURCHASE MONEY SECURITY INTEREST IN ALL EQUIPMENT DESCRIBED IN THIS AGREEMENT UNTIL COMPLETE SATISFACTION OF THE PURCHASE PRICE. I CERTIFY THAT ANY EQUIPMENT TRADED AS PART OF ANY TRANSACTION RELATED HERETO IS FREE AND CLEAR OF ALL LIENS AND ENCUMBRANCES. I UNDERSTAND AND ACKNOWLEDGE THAT MY ACCOUNT IS SUBJECT TO A FINANCE CHARGE OF 1.5% PER MONTH (18% PER YEAR) ON ANY UNPAID BALANCE COMMENCING 30 DAYS AFTER INVOICE DATE.

By: _____ Cosigner: _____

Customer Name: **Eric Duran** Title: _____ Date: _____ Cosigner Name: _____ Date: _____

Salesman: **Marc Bandy** Accepted by Modern Machinery Co., Inc.: Name: _____ Title: _____



Contract 21233

Rental Contract Payoff for: City of Lake Stevens

Manufacturer Komatsu
 Model # PC138USLC-11
 Serial # 50832
 Machine # 635508 +600161 & 630977 bkt
 Rental Start Date 9/18/2017
 Original Contract Balance \$194,280
 Monthly Payment \$4,900
 Interest Rate 0.00%
 Sales Tax Rate 8.90%
 Sales Tax State WA-3109

Rental Applied @ Sale		
100%	Mo. 1-6 Rent	
90%	Mo. 7-12 Rent	
80%	Mo. 13+ Rent	

SUMMARY	
Contract Price	194,280
Less : Paid Rentals	(14,700)
Add : Interest	0
Capitalized Repairs	0
Subtotal	179,580
Less : Net Trade	0
Subtotal	179,580
Add : Sales Tax if Applicable	15,983
Add : Document Fee	0
Contract Balance	\$195,563

Rental Activity			Date								
Invoice #	From	To	Payment Received	Days Since Last Payment	Amount To Apply	Calculated Interest	Accumulated Interest	Applied to Interest	Unpaid Interest	Applied to Principal	Contract Balance
39921	9/18/2017	10/16/2017	11/20/2017	63	4,900	0	0	0	0	4,900	189,380
40471	10/16/2017	11/13/2017	12/1/2017	11	4,900	0	0	0	0	4,900	184,480
to be invoiced	11/13/2017	12/11/2017	1/1/2018	31	4,900	0	0	0	0	4,900	179,580
	12/11/2017	1/8/2018	1/1/2018	0	0	0	0	0	0	0	179,580
	1/8/2018	2/5/2018	1/1/2018	0	0	0	0	0	0	0	179,580
	2/5/2018	3/5/2018	1/1/2018	0	0	0	0	0	0	0	179,580
	3/5/2018	4/2/2018	1/1/2018	0	0	0	0	0	0	0	179,580
	4/2/2018	4/30/2018	1/1/2018	0	0	0	0	0	0	0	179,580
	4/30/2018	5/28/2018	1/1/2018	0	0	0	0	0	0	0	179,580
	5/28/2018	6/25/2018	1/1/2018	0	0	0	0	0	0	0	179,580
	6/25/2018	7/23/2018	1/1/2018	0	0	0	0	0	0	0	179,580
	7/23/2018	8/20/2018	1/1/2018	0	0	0	0	0	0	0	179,580
	8/20/2018	9/17/2018	1/1/2018	0	0	0	0	0	0	0	179,580
	9/17/2018	10/16/2018	1/1/2018	0	0	0	0	0	0	0	179,580
**Bold denotes unpaid rentals assumed paid at sale date				105	14,700	0		0	0	14,700	179,580
Proof ----->				105							

Unpaid Rental Activity			Rental	Unpaid Interest
Invoice #	Start Date	Stop Date	Amount	Contract Balance
				179,580
				8%

Unpaid Rentals included above \$ -

Sales Tax Note : In ID, tax is not calculated on interest or doc fees.

In WA, tax is not calculated on doc fees

In WY, both are taxed.

MUNI LEASE \$179,580 w/o TAX
 36 MONTHS - \$5209.61 PER MO (\$2,494.50)
 48 MONTHS - \$3965.12 " " (\$17,581.44)
 60 MONTHS - \$3218.07 " " (\$38,616.00)
 Example \$179,580 ÷ 1000 = 179.58 × 29.01
 = \$5209.61 PER MO PLUS TAX

MUNICIPAL LEASE RATES

- Komatsu Equipment Only
- Qualified Government Agencies
- Not Available in all States, Counties or Cities
- Factors are based on a rate per \$1,000 (Sales Price \div 1000 x Factor = Payment)

Municipal Rate = 3.00%

Rate Effective 09/23/15

Payments In Advance

Term	Monthly	Quarterly	Semi-Annual	Annual
24 Mos.	\$42.87	\$128.29	\$255.61	\$507.39
36 Mos.	\$29.01	\$86.80	\$172.93	\$343.23
48 Mos.	\$22.08	\$66.06	\$131.61	\$261.19
60 Mos.	\$17.92	\$53.63	\$106.83	\$211.99
72 Mos.	\$15.16	\$45.34	\$90.33	\$179.22

KF237 – PARTS & SERVICE NOTE FINANCING

Program Period: 04/01/17 - 12/31/17

Eligible Equipment and Repairs:

- All Komatsu machines currently financed with KF or any Komatsu machines where a perfected security interest in the machine being repaired can be obtained in favor of KF. Machines used in rent to rent applications, agricultural, or for personal use do not qualify.

Parts Purchases

Eligible Customers: New and current KF customers; subject to standard credit review.

Amount Eligible for Financing: Minimum \$7,500 unless otherwise restricted by state or local law.

Amt to Finance	Term Up to:	Rate	1st Lein Req'd
\$0 to \$100K	15 mos.	0.0%	Subject to Credit Review
to \$150K	21 mos.	0.99%	Yes
to \$300K	27 mos.	1.99%	Yes
Over \$300K	Call for Custom Quote	With prior credit approval	up to 3 Skips available per 12-month period

KF Leased Machines: Finance term **CANNOT** exceed remaining term of the lease transaction.

In all instances, consult corresponding KA/KU Price and Policy Letter. Terms of Price & Policy Letter govern any discrepancy

KA1463 FLEET CONVERSION & REMARKETING

Program Period: 04/01/2017 – 12/31/17

With the sale of Fleet Conversions from participation in KA1462 DORF, this subsidized financing is available for up to 48 months on eligible machines.

Eligible Models: The following units ordered under the "RMK" SAP Order Reason Code or purchased from Komatsu ReMarketing are eligible.

D31/D37/D39/D51/D61-24/D61-24/D65-17/D65-18/D85-18
WA200/WA200PZ-6/WA270/WA320/WA380/WA470
PC138/PC160/PC170/PC210/PC228/PC240/PC290/
PC360/PC390/PC490/HB215LC-1
HM300/HM400
GD655

Only units ordered under the "RMK" SAP Order Reason Code or purchased from Komatsu ReMarketing are eligible for these finance rates.

All other KAC construction equipment would NOT qualify for these finance program rates.

Models listed above:

- 1) Purchased under KA1462 DORF are eligible provided:
 - In the Distributor's DORF fleet for a minimum of 6 months AND have at least 500 hours of use.
 - Within 36 months of the date of original invoice
- 2) Any eligible model purchased from Komatsu ReMarketing
 - ◊ All Mining Machines

FLEET CONVERSION & KRM FINANCE RATES for Fleet Conversions to End User Customers and Machines Purchased from Komatsu ReMarketing

Rates Effective 07/01/2017

No Cost to Distributor

FINANCE RATES and Factors

Effective 07/01/17

Qualifying Distributor

WITH AutoPay		WITHOUT AutoPay	
Term	Rate	Factor	Rate
12 Mo.	0.75%	0.08367	0.99%
24 Mo.	1.75%	0.04243	1.99%
36 Mo.	2.75%	0.02897	2.99%
48 Mo.	3.25%	0.02224	3.49%
			0.02235

To qualify for discounted AutoPay rate, the customer must sign up for the program and provide all required paperwork.

Rates will be reviewed on a quarterly basis

TERMS AND CONDITIONS APPLY. Refer to PPLs KA1462 and KA1463 for details and provisions.

Refer to current KF Bulletin for program details and provisions.

Terms of KF Bulletin govern any discrepancy.

KA1749 KOMATSU CARE CERTIFIED

Program Period: 07/01/17 – 12/31/17

Program Requirements:

- Distributor must be a Komatsu ReMarketing A or B Distributor according to the benchmarks as defined by Komatsu ReMarketing.
- All Komatsu CARE Complimentary Maintenance services with 50-pt inspections must be completed as well as continued maintenance services and inspections (as required) after machine expiration from that program, up to point of retail.
- ReMarketing Evaluation completed by a certified distributor technician with repairs completed for Certified "A" or "B" condition must be submitted to Komatsu ReMarketing.

Eligible Models:

- The following machines that have been qualified as "A" or "B" by a ReMarketing Certified Distributor are eligible:
 - ◊ All Tier 4 interim and Tier 4 final Komatsu Construction Equipment Division Machines that qualify for Komatsu CARE, except Large Machines defined as D155, D275, WA500, WA600, WA700, WD600, PC600, PC650, PC750, PC800, PC1250, HD325, HD405, HD465, HD605.

- Machines must be a minimum of 1 year from Final Delivery Date or have 1,500 hrs. minimum, whichever occurs first.
 - ◊ All Mining Machines
- In all Instances, consult corresponding KA Price and Policy Letter. Terms of Price & Policy Letter govern any discrepancy.

In all instances, consult corresponding KA/KU Price and Policy Letter. Terms of Price & Policy Letter govern any discrepancy.



**We CARE About
Reliability and
Performance!**

KOMATSU CARE

Program Includes:

*The PC138USLC-11 comes standard with complimentary factory scheduled maintenance for the first 3 years or 2,000 Hours, whichever comes first.

Planned Maintenance Intervals at:

500/1000/1500/2000 hour intervals. (250 hr. initial interval for some products) Complimentary Maintenance Interval includes: Replacement of Oils & Fluid Filters with genuine Komatsu Parts, 50-Point inspection, Komatsu Oil & Wear Analysis Sampling (KOWA) / Travel & Mileage (distance set by distributor; additional charges may apply)

Benefits of Using Komatsu CARE

- Assurance of Proper Maintenance with OEM Parts & Service
- Increased Uptime & Efficiency
- Factory Certified Technicians Performing Work
- Cost of Ownership Savings
- Transferable Upon Resale

Complimentary SCR System Maintenance

The PC138USLC-11 also includes 2 factory recommended services of the Selective Catalytic Reduction (SCR) Diesel exhaust fluid (DEF) system during the first 5 years—no hour limit—including:

- Factory recommended DEF tank flush and strainer cleaning at 4,500 hours and 9,000 hours

Interval PM	500	1000	1500	2000
KOWA SAMPLING (engine, hydraulics, swing circle, l & r final drives)	✓	✓	✓	✓
LUBRICATE MACHINE	✓	✓	✓	✓
LUBRICATE SWING CIRCLE	✓	✓	✓	✓
CHECK SWING PINION GREASE LEVEL AND ADD, WHEN NECESSARY	✓	✓	✓	✓
CHANGE ENGINE OIL	✓	✓	✓	✓
REPLACE ENGINE OIL FILTER	✓	✓	✓	✓
REPLACE FUEL PRE FILTER	✓	✓	✓	✓
REPLACE AIR CONDITIONER FRESH/RECIRC FILTERS	✓	✓	✓	✓
CLEAN AIR CLEANER ELEMENT	✓	✓	✓	✓
DRAIN SEDIMENT FROM FUEL TANK	✓	✓	✓	✓
COMPLETE 50 POINT INSPECTION FORM; LEAVE PINK COPY WITH CUSTOMER OR IN CAB	✓	✓	✓	✓
RESET MONITOR PANEL MAINTENANCE COUNTER FOR APPROPRIATE ITEMS	✓	✓	✓	✓
REPLACE HYDRAULIC TANK BREATHER ELEMENT		✓		✓
REPLACE DEF TANK BREATHER ELEMENT		✓		✓
CHANGE FINAL DRIVE OIL		✓		✓
CHECK OIL LEVEL IN PTO GEAR AND ADD, WHEN NECESSARY		✓		✓
REPLACE MAIN FUEL FILTER		✓		✓
REPLACE HYDRAULIC OIL FILTER ELEMENT		✓		✓
CHANGE SWING MACHINERY OIL		✓		✓
CLEAN HYDRAULIC TANK STRAINER				✓
REPLACE KCCV FILTER ELEMENT				✓
REPLACE DEF PUMP FILTER				✓
FACTORY TRAINED TECHNICIAN LABOR	✓	✓	✓	✓
Total Value for Komatsu CARE				

*Certain exclusions and limitations apply. Refer to the customer certificate for complete program details and eligibility.

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KomatsuCARE-122115

www.modernmachinery.com

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OREGON: EUGENE, PORTLAND WASHINGTON: KENT, ROCHESTER, SPOKANE
RUSSIA: MAGADAN, YUZHNO-SAKHALINSK



Modern Machinery Co., Inc.
22431 83rd Ave. S
Kent, WA 98032

(800) 669-2425
(253) 872-3500
(253) 872-3519 fax

Komatsu PC138USLC-11 (SPEC ARRANGEMENT A) Hydraulic Excavator Machine Proposal

Komatsu Model PC138USLC-11 Hydraulic Excavator COMPLETE WITH ALL STANDARD EQUIPMENT AND INCLUDING:	Date: 07/26/2017
	Quantity: 1 Proposal# 1357
<ul style="list-style-type: none">- STANDARD EQUIPMENT FOR BASE MACHINE- ENGINE AND RELATED ITEMS:<ul style="list-style-type: none">- Air cleaner, double element dry type with auto dust evacuator- Fan clutch cooling fan, suction, plastic blade, variable fan speed, with fan guard- Komatsu SAA4D95LE-7 Tier 4 Final emissions certified engine- Net 93.47HP (69.7 kW) @ 2,050 rpm- KDOC (Aftertreatment Assembly)- After-cooled, turbocharged, direct injection- Selective Catalytic Reduction System (SCR)- Large capacity batteries (2 x 12V / 64 AH)- UNDERCARRIAGE:<ul style="list-style-type: none">- 8 track / 2 carrier rollers (each side)- Hydraulic track adjusters (each side)- Revolving frame undercover- Track frame undercover- Dust Net for radiator and oil cooler- OPERATOR ENVIRONMENT:<ul style="list-style-type: none">- Cab, all weather sound suppression type with tinted safety glass windows, pull-up type front window- Round cab with sliding door mechanism- Large LCD high resolution color monitor panel Working mode selection, Equipment Management Monitoring System (EMMS) with self diagnostic system monitoring, maintenance tracking and records, fault code- ROPS certified cab- HYDRAULIC CONTROLS:<ul style="list-style-type: none">- Hydramind system, full hydrostatic with closed center load sensing (CLSS) and engine sensing with variable speed matching control- OTHER STANDARD EQUIPMENT:<ul style="list-style-type: none">- Counterweight, 6525 lbs. (2960 kg)- KOMTRAX 5.0 monitoring system- Rearview monitoring system (1 camera)- Provision for blade assembly- SPEC ARRANGEMENT A- PC138USLC-11 BASE MACHINE<ul style="list-style-type: none">- 15' 1" (4600mm) Mono boom- 8' 2" (2500mm) arm assembly *- 24.0" (600mm) triple grouser *	Quantity: 1 Proposal# 1357
Options	
24" (600mm) triple grouser shoes with sealed (dry) link assembly (each side)	
8' 2" (2500mm) arm assembly	
Dozer Blade assembly, 8'6" (2590mm) wide, with welded cutting edge	

Continued on next page

Options
Attachments
HKX Thumb Kit / Combo Kit
Coupler
Thumb
30" digging bucket
60" Clean up bucket w/boce
Optional — 24' bolt on rubber pads installed
Warranties/Coverage
Komatsu Standard Machine Warranty
Komatsu Advantage Extended POWERTRAIN Coverage [3 Years / 5,000 Hours] with \$0 deductible.
Komatsu CARE Complimentary Scheduled Maintenance (3 Years / 2,000 Hours) included.
Considerations
0%-48 month or 1.99% 60 month Financing Via Komatsu Finance OAC
SALE PRICE FOB: Kent
\$192,750

We appreciate the opportunity to present this proposal and look forward to discussing in more detail.

Machines Subject to Availability and/or Prior Sale.
Price Does Not Include Any Applicable Taxes.
Price Valid for Thirty (30) Days, Unless Otherwise Specified.

To learn more, go to:

<http://www.komatsuamerica.com/equipment/excavators/25001-70000lbs/pc138uslc-10>

Marc Bandy | Territory Manager | Modern Machinery
(253) 872-3500 | Cell: (425) 681-0256 | Fax: (253) 872-3519 | mbandy@moderntachinery.com



*Sold
R.P.O. - 6
\$198,200*

*PC228USLC-10
245,000*

www.modernmachinery.com

IDAHO: BOISE, JEROME, POCATELLO, MONTANA: BILLINGS, MISSOURI: KALISPELL
OREGON: EUGENE, PORTLAND, WASHINGTON: KENT, ROCHESTER, SPOKANE
RUSSIA: MAGADAN, YUZNOE, BAIKALSK



CITY OF LK STEVENS

Modern Machinery Co., Inc.
22431 83rd Ave. S
Kent, WA 98032

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(253) 672-3510 fax

Komatsu PC138USLC-11 (SPEC ARRANGEMENT A) Hydraulic Excavator Machine Proposal

**Komatsu Model PC138USLC-11 Hydraulic Excavator
COMPLETE WITH ALL STANDARD EQUIPMENT AND INCLUDING:**

Date: 07/26/2017

Quantity: 1
Proposal# 1357

- STANDARD EQUIPMENT FOR BASE MACHINE
- ENGINE AND RELATED ITEMS:
 - Air cleaner, double element dry type with auto dust evacuator
 - Fan clutch cooling fan, suction, plastic blade, variable fan speed, with fan guard
 - Komatsu SAA4D95LE-7 Tier 4 Final emissions certified engine
 - Net 93.47HP (69.7 kW) @ 2,050 rpm
 - KDOC (Aftertreatment Assembly)
 - After-cooled, turbocharged, direct injection
 - Selective Catalytic Reduction System (SCR)
 - Large capacity batteries (2 x 12V / 64 AH)
- UNDERCARRIAGE:
 - 8 track / 2 carrier rollers (each side)
 - Hydraulic track adjusters (each side)
 - Revolving frame undercover
 - Track frame undercover
 - Dust Net for radiator and oil cooler
- OPERATOR ENVIRONMENT:
 - Cab, all weather sound suppression type with tinted safety glass windows, pull-up type front window
 - Round cab with sliding door mechanism
 - Large LCD high resolution color monitor panel Working mode selection, Equipment Management Monitoring System (EMMS) with self diagnostic system monitoring, maintenance tracking and records, fault code
 - ROPS certified cab
- HYDRAULIC CONTROLS:
 - HydrauMind system, full hydrostatic with closed center load sensing (CLSS) and engine sensing with variable speed matching control
- OTHER STANDARD EQUIPMENT:
 - Counterweight, 6525 lbs. (2960 kg)
 - KOMTRAX 5.0 monitoring system
 - Rearview monitoring system (1 camera)
 - Provision for blade assembly
- SPEC ARRANGEMENT A
- PC138USLC-11 BASE MACHINE
 - 15' 1" (4600mm) Mono boom
 - 8' 2" (2500mm) arm assembly *
 - 24.0" (600mm) triple grouser *

Options

- 24" (600mm) triple grouser shoes with sealed (dry) link assembly (each side)
- 8' 2" (2500mm) arm assembly
- Dozer Blade assembly, 8'6" (2590mm) wide, with welded cutting edge

Continued on next page

Page 2

Options	
Attachments	
HKX Thumb Kit / Combo Kit	
Coupler	
Thumb	
30" digging bucket	
60" Clean up bucket w/boce	
Optional — 24' bolt on rubber pads installed	
Warranties/Coverage	
Komatsu Standard Machine Warranty	
Komatsu Advantage Extended POWERTRAIN Coverage [3 Years / 5,000 Hours] with \$0 deductible.	
Komatsu CARE Complimentary Scheduled Maintenance (3 Years / 2,000 Hours) included.	
Considerations	
0%-48 month or 1.99% 60 month Financing Via Komatsu Finance OAC	
SALE PRICE FOB: Kent	\$192,750
We appreciate the opportunity to present this proposal and look forward to discussing in more detail.	
Machines Subject to Availability and/or Prior Sale. Price Does Not Include Any Applicable Taxes. Price Valid for Thirty (30) Days, Unless Otherwise Specified.	
To learn more, go to: http://www.komatsuamerica.com/equipment/excavators/25001-70000lbs/pc138uslc-10	
Marc Bandy Territory Manager Modern Machinery (253) 872-3500 Cell: (425) 681-0256 Fax: (253) 872-3519 mbandy@moderntmachinery.com	

*SOLD
now*
*R.P.O. - 6
\$198,200*

MODERN
MACHINERY

PC 228 USLC-10

245,000

BILLING ADDRESS			SHIPPING ADDRESS		
Customer Name <i>CITY OF LAKE STEVENS</i>			F.O.B. Point (City, State) <i>Lake Stevens</i>		
Mailing Address <i>1812 MAIN ST. PO BOX 257</i>			Shipping Date Rental Start Date <i>9-18-2017</i>		
City <i>LAKE STEVENS WA</i>	State <i>WA</i>	Zip <i>98258 0257</i>	Shipping Address		
Phone # <i>425-530-7532</i>	Attention <i>ERIC D.</i>		City State Zip		
Customer # <i>2592281</i>	Purchase Order #		Job Location		

The undersigned (referred to as "Customer") agrees to rent the following "equipment" from Modern Machinery Co., Inc. (referred to as "Modern"). If t Agreement is converted to a purchase agreement, rental payments will be applied to the purchase price of the equipment as follows: (i) 100% of the first months of invoicing; (ii) 90% of months seven through 12; and (iii) 80% thereafter. All payments shall be less interest at the rate stated below on the declin balance of the initial RPO purchase price. The Customer's option to purchase the equipment shall expire 24 months after the start of the rental period.

Machine #	DESCRIPTION: (INCLUDING ATTACHMENTS, SERIAL NUMBERS, ETC.)	
635508	(1) 2017 KOMATSU PC138USLC-11 Excavator w/Thumb, QC, COMBOHYDRAULICS 30" Bucket 40" Bucket	SN-50832
10412708	Breaker Room	

Note: Equipment rented without factory warranty will have major repairs added to the purchase price. The equipment will be full of fuel at the start of the rental and must be returned full or fuel charges will apply.

The Customer represents that the equipment will normally be located in SN0 County, State of WA and shall not be moved to another location without the written permission of Modern.

Minimum Period Guaranteed	<u>1+</u> Months		Rental Amount	<u>4900.00</u>
Rental Purchase	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>		Sales Tax: State/County	
If Yes - RPO Term	<u>\$194,280</u>	(initials)	Rate	<u>8.9%</u>
Monthly Rates:			Sales Tax Amount	
Daily - 8 hrs. maximum			Total Rental Amount	
Weekly - 40 hrs maximum			Other Charges:	
Monthly - 160 hrs. maximum	<u>4900.00</u>		Freight Out	<u>Customer</u>
Overtime rate (per hour)			Freight In	
Interest Rate (if converted)			Wear Charges	
Initial RPO Price (if applicable)			Fuel	<u>Fuel</u>
Maintenance Responsibility	Customer <input checked="" type="checkbox"/> Modern <input type="checkbox"/>		Other	
	<u>4 Komatsu cranes</u>		Insurance Value	<u>200,000</u>

I ACKNOWLEDGE THAT I HAVE COMPLETELY READ AND UNDERSTAND THE TERMS AND CONDITIONS STATED ON ALL PAGES OF THIS AGREEMENT, INCLUDING THOSE PAGES THAT FOLLOW MY SIGNATURE. I UNDERSTAND AND ACKNOWLEDGE THAT TENDERING PAYMENT FOR RENTALS DUE DOES NOT GRANT ME ANY OWNERSHIP INTEREST IN THE EQUIPMENT. I FURTHER UNDERSTAND AND ACKNOWLEDGE THAT MY ACCOUNT IS SUBJECT TO A FINANCE CHARGE OF 1.5% PER MONTH (18% PER YEAR) ON ANY UNPAID BALANCE COMMENCING 30 DAYS AFTER INVOICE DATE.

By: Eric Durpois Cosigner: _____

Customer Name: ERIC DURPOIS Title: DIR. PUB WORKS Date: 9-18 Cosigner Name: _____ Date: _____

Salesman: Mark Bandy Accepted by Modern Machinery Co., Inc.: Name: _____ Title: _____



LAKE STEVENS CITY COUNCIL
STAFF REPORT

Council Agenda Date: December 12, 2017

Subject: Marijuana Regulations LUA2017-0083 – Ordinance 1009

Contact Person/Department: Russ Wright, Planning & Community Development

Budget Impact: none

RECOMMENDATION(S)/ACTION REQUESTED OF COUNCIL:

1. Hold a public hearing and take public comment on Ordinances 1003 and 1009 amending the city's marijuana regulations to prohibit marijuana sales in the Commercial District.
2. Approve Ordinance 1009, amending the city's marijuana regulations to prohibit marijuana sales in the Commercial District. and repealing Ordinance 1003.

BACKGROUND/HISTORY:

Washington state voters approved Initiative Measure No. 502 (I-502) November 6, 2012 to legalize the production, processing, sale and use of marijuana and marijuana products, purchased from state licensed stores. The Liquor and Cannabis Board (AKA Liquor Control Board) prepared state rules to implement I-502 as Chapter 314-55 of the Washington Administrative Code (WAC). The state has enacted several amendments since its initial adoption. Council analyzed relevant legal opinions, the community's voting record, the Planning Commission's recommendation and other implementing codes. During its legislative review, City Council considered the scope of regulations, protection of parks and schools, facility separation, market saturation, size restrictions and outright prohibition. The Lake Stevens City Council adopted local regulations to control the siting and administration of marijuana facilities and uses on February 10, 2014. City Council amended the city's rules on May 10, 2016 following a public process covering modified definitions, changes in medical marijuana standards and revisions to production and processing facilities – there was no change to the number of allowed retail locations.

Earlier this year, City Council indicated that it would re-examine the number of allowed marijuana retail locations based on public comment received from an interested retailer. On May 05, 2017, the city received a citizen-initiated application to amend the municipal code to allow a second retail location (**Exhibit 1**). The current state allocation for marijuana facilities in Lake Stevens is two. The applicant submitted a narrative (**Exhibit 2**) that describes compliance with the comprehensive plan, growth management act and state law.

At the June 21st and September 6th meetings, Planning Commission members discussed the proposal and concerns about the existing regulations. There was a desire on behalf of some commission members to restrict marijuana sales in the Commercial District. Staff presented the following options for consideration:

1. Adopt the changes to the regulations as presented;
2. Restrict the total number of marijuana retailers at two citywide;
3. Prohibit the retail sales of marijuana in the Commercial District outright;

4. Require an administrative or conditional use permit for retail marijuana sales citywide to provide more oversight of businesses to ensure that all potential impacts to adjacent businesses and neighborhoods are taken into consideration following public notice and comment; and
5. Require a 1,000-foot lineal separation between marijuana retailers to ensure that there is not a concentrated block of retailers.

At the end of the meeting, there was not agreement among Planning Commission members to recommend one of the options provided. A portion of the commission believed the number of retail outlets should be maintained at one, while others believed the land use should be restricted to the industrial zones.

Staff met with City Council to discuss the proposed code amendment requesting a second marijuana retail location. Staff provided a background related to the evolution of marijuana regulations in the city. Staff also shared the major points of the Planning Commission's discussions, specifically that there was not support for a second location particularly in the proposed area near Frontier Village. Some Councilmembers shared similar concerns about a second location and the proposed location. There was discussion about further limiting the location of marijuana sales to the industrial districts. There was a dissenting council opinion noting that marijuana was a legal product and should be allowed within the confines of the law and city regulations comparing marijuana sale to liquor and tobacco sales. Council recommended that the matter be referred to the Planning Commission for a final recommendation following a public hearing. City Council consensus was to move to a public hearing with direction to limit sales to the industrial zones and maintain the number of retail locations as one. The final recommended language follows.

Section 14.38.020(b)(4)(vi) of the Lake Stevens Municipal Code is hereby amended to read as follows, ~~Marijuana retail facilities are permitted, subject to Section 14.44.097.~~ "Marijuana facilities are not allowed."

At the October 4, 2017 City Council Meeting, Council directed staff to bring back an interim ordinance to prohibit the retail sales of marijuana in the Commercial District. These regulations would be in place until the Planning Commission makes a final recommendation and Council takes a final action related to the allowed number of marijuana retail facilities in the city. The City Council adopted interim Ordinance 1003 prohibiting the retail sales of marijuana facilities in the Commercial District on October 24, 2017.

Prior to the Planning Commission's public hearing, staff distributed the proposal to affected agencies and the Department of Commerce for the mandatory review under GMA and SEPA. No comments from agencies were received. Staff also notified property owners within 300-feet of properties that currently allow marijuana sales. Public comment received is attached (**Exhibits 6, 9 & 10**). At the Planning Commission's hearing on November 15, 2017, extensive public comment was provided both in support and opposition of the proposed amendment. Draft minutes of the meeting are attached summarizing the public testimony (**Exhibit 7**) along with the Planning Commission's recommendation (**Exhibit 8**).

FINDINGS AND CONCLUSIONS:

- 1. Compliance with selected Land Use & Economic Development Goals of the Comprehensive Plan**
 - Land Use Goal 2.10: Ensure that land uses optimize economic benefit and the enjoyment and protection of natural resources while minimizing the threat to health, safety and welfare.
 - Economic Development Goal 6.4: Support employment growth in the city.
 - Economic Development Goal 6.8: Support businesses and job creation.

Conclusions – The proposed code amendments are consistent with several Comprehensive Plan goals.

2. ***Compliance with the State Environmental Policy Act (SEPA)(Chapter 97-11 WAC and Title 16 LSMC)***

- Staff received an environmental checklist for the proposed code revisions, dated May 05, 2017.
- The SEPA official issued a Determination of Nonsignificance on October 18, 2017 (**Exhibit 3**).
- The city has not received any appeals related to the SEPA determination.

Conclusions – The proposed code amendments have met local and state SEPA requirements.

3. ***Compliance with the Growth Management Act (RCW 36.70A.106) (Exhibits 4a-4b)***

- The city requested expedited review from the Department of Commerce on October 12, 2017.
- The Department of Commerce granted approval of expedited review on October 30, 2017.
- Staff will file the final ordinance with the Department of Commerce within 10 days of City Council action.

Conclusions – The proposed code amendments have met Growth Management Act requirements.

4. ***Public Notice and Comments***

- The city published a notice of SEPA determination in the Everett Herald on October 18, 2017.
- The city published a notice of Public Hearing in the Everett Herald on October 25, 2017 for the Planning Commission Hearing.
- The city notified interested parties of the SEPA DNS and public hearing at the same times.
- The city mailed postcards to affect property owners in and around the Commercial District (**Exhibit 5**).
- 12 Public Comments have been received (**Exhibit 6a – 6L**).
- Additional comments and petition were received November 15 (**Exhibit 9**)
- A comment rebuttal letter was received on December 04, 2017 (**Exhibit 10**).
- The city published a notice of Public Hearing in the Everett Herald on December 1 and December 6 for the City Council Hearing.

Conclusions – The City has met public notice requirements per Chapter 14.16B LSMC.

RECOMMENDATIONS:

1. **APPROVE the proposed code amendment to Section 14.38.020(b)(4)(vi) of the Lake Stevens Municipal Code as follows, ~~Marijuana retail facilities are permitted, subject to Section 14.44.097. "Marijuana facilities are not allowed."~~**
2. **REPEAL** Interim Ordinance No. 1003

ATTACHED:

1. Application
2. Narrative
3. DNS
4. Commerce Review
 - a) Review Request
 - b) Approval email
5. Notice Distribution map
6. Public Comment
7. Draft Minutes
8. Planning Commission Recommendation
9. Additional Public Comment / Petition
10. Comment Rebuttal Letter



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

To Be Completed By Staff

Date of Application: _____

Staff Initials: _____

Permit Number: LUA.2017-0083

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

CHECK ONE

TYPE IV – Quasi-judicial

- Essential Public Facility
- Planned Neighborhood Development
- Rezone – Site Specific Zoning Map Amendment
- Secure Community Transition Facility
- Type IV Other: _____

TYPE V – Quasi-judicial

- Final Plats
- Plat Alterations
- Plat Vacations
- Right-of-Way Vacations
- Type V Other: _____

TYPE VI – Legislative

- Comprehensive Plan Amendment, Map and Text
- Development Agreements
- Land Use Code Amendments
- Rezones – Area Wide Zoning Map Amendments
- Type VI Other: _____

ARE ANY LOWER LEVEL PERMITS REQUIRED? Yes No Describe: _____

Property Information	Site Address: <u>909 Frontage Rd. Lake Stevens WA. 98258</u>			
	Assessor Parcel No: <u>0151800000201</u>	Area of property	Square Feet: <u>2640</u>	Acres: <u>0.53</u>
	Land Use Designation: <u>Retail</u>	Zoning: _____		
	Number of Buildings on Site/: <u>1</u>	Number to be Retained: <u>1</u>		
	Existing Impervious Surface Area:	Proposed Impervious Surface Area:		
Applicant	Name/Company: <u>SMP Retail LLC</u>			
	Address: <u>PO. Box 1429</u>	City/State/Zip: <u>Lake Stevens WA. 98258</u>		
	Phone: <u>425.471-0283</u>	Applicants relationship to owner:		
	Fax:	Email: <u>SmPreder@gmail.com</u>		
Primary Contact	Name/Company: <u>Shaun Preder</u>			
	Address: <u>PO Box 1429</u>	City/State/Zip: <u>Lake Stevens WA. 98258</u>		
	Phone: <u>425.471-0283</u>	Email: <u>SmPreder@gmail.com</u>		
	Fax:			

Property Owner	Name/Company:				
	Address:		City/State/Zip:		
	Phone:		Email:		
	Fax:				
Project Description	Grading Quantities	Cut:	Fill:		
	Proposed project/land use (attach additional sheets if necessary):				
	<i>USE EXISTING space for Retail.</i>				
Building Information	Gross Floor Area of Existing and Proposed Buildings:				
	Bldg 1: <i>2640</i>	Bldg: 2	Bldg 3:	Bldg 4:	Bldg 5:
	Gross Floor Area by Use of Buildings (please describe use as well as floor area):				
	Use 1: <i>2640</i>				
	Use 2:				
Use3:					
Use4:					

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

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

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

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



Signature of Property Owner/Agent

5/3/17

Date of Application

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



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

To be completed by staff

Date of Application: _____

Staff Initials: _____

Permit Number: _____

STATEMENT OF OWNERSHIP/APPLICANT AUTHORITY

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

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

Applicant

Signature: Shawn Preder

Name: Shawn Preder

Address: 2523 85th AVE NE
Lake Stevens WA 98258

Phone: 425.471.0283

Email address: ShPreder@gmail.com

Property Owner(s)

Signature: Heidi A. Fidoms

Name: Heidi A. Fidoms, Manager

Address: 9612 - 137nd ST NE
Arlington WA 98223

Phone: 425 239 6576

Email address: heidi@washtrunk.com

on behalf of Esart, LLC

Signature: _____

Name: _____

Address: _____

Phone: _____

Email address: _____

NOTE ON ENTERING PROPERTY

The City of Lake Stevens may enter onto the property, which is the subject of this application during the hours of 7:00 a.m. to 5:00 p.m., Monday – Friday, for the sole purpose of inspecting the limited area of the property, which is necessary to process this application. In the event the City determines that such an inspection is necessary during a different time or day, the City employees or agents will contact applicant verbally or in writing at least 24 hours before entering.

LEGAL DESCRIPTION

Parcel # 00518000000201

Montlake Plat of PIR 000 D-01 - That portion lots 2 and 3 DAF - Beg. at SELY COR SD LOT 3 TH N89°40'00" W 40.07 FT TO ELY MGN SEC 5/HY 1-A SR 9 TH N24°40'00" 22W ALG SD ELY MGN 208.45 FT TH CONT ALG SD MGN N07°16'52"

File No. LUA2017-0083
Narrative Statement

Introduction

Mr. Shaun Preder (Mr. Preder) is an experienced cannabis entrepreneur who has been involved in I-502 since the Washington State Liquor and Cannabis Board (WSLCB) began taking applications in 2013.

In addition to running successful stores in Wenatchee and Tacoma, Mr. Preder has an exemplary record with WSLCB as relates to following the administrative guidelines in Washington Administrative Code 314-55 et seq.

Mr. Preder's experience in Wenatchee and Tacoma has provided him with the important and unique experience of working with a small, local government concerned about the health, welfare, and safety of its residents. Mr. Preder understands that listening to and working with local governments is of vital importance to the communities in which he does business.

However, Mr. Preder understands that every locale is a bit different. At his request, we have reviewed Lake Steven's Comprehensive Plan (LSCP). Mr. Preder has taken it upon himself to explain, in detail, how his business intent will be compatible with the goals of the LSCP.

While he is our client, it is clear to us that he is willing and eager to work with Lake Stevens to ensure the goals of his business and the community are in alignment. We believe you will strongly agree with our assessment.

In support of the proposed municipal code amendment to increase the number of marijuana retailers, we specifically will address whether Mr. Preder's plan is (1) consistent with the adopted Lake Stevens Comprehension Plan; (2) compliant with the Growth Management Act; and (3) serves to advance public health, safety and welfare.

Mr. Preder's plan is consistent with Lake Stevens Comprehensive Plan (LSCP)

Mr. Preder understands and appreciates Lake Stevens's goal to maintain a vibrant sustainable community that provides a positive development atmosphere and maintains a strong community image with excellent schools and neighborhoods.

The Importance of Experience in a Regulated Industry

A community's vibrancy is depends upon its diversity, and the diversity of businesses it offers. While it may be unreasonable to expect everyone to accept Washington's cannabis experiment, we can all agree that, if cannabis is going to be consumed by the residents of Lake Stevens (as must be beyond doubt), then any such activity must be undertaken in a highly regulated fashion to ensure the image of Lake Stevens is enhanced by virtue of allowing additional cannabis retailers.



Mr. Preder is uniquely suited to this goal, because he has a positive administrative record, a fantastic working relationship with WSLCB, and the core know-how and key, compliance affiliates to make sure his businesses follow the rules.

The Importance of a Fair Wage and Opportunities to Advance

Mr. Preder is also aware of Lake Stevens focus on responsible sustainability that is manifested through environmental protection, conscientious community development and sound economic policy, and is excited to open a business that will provide a job at a fair wage to individuals that might otherwise struggle to find employment in the current economic environment.

Retail positions such as those offered by Mr. Preder are generally considered entry level positions that do not require advanced education. However, these positions typically pay better than other, non-cannabis retail operations, and most certainly offer better opportunities for advancement in a new field. Unlike many of the “big box” retail stores that come to small, local communities with the intent of exploiting low-skilled labor, Mr. Preder’s business model is one that relies upon low turnover, fostering strong staff relations, and making sure employees economic, as well as personal, needs are met.

Consistency with Community Goals

Lake Stevens residents’ responses to a community survey lend further support to expanding the retail, cannabis licenses in the city, particularly for Mr. Preder.

Retail businesses were identified as a priority for Lake Stevens, alongside high end tech and professional office jobs. Mr. Preder’s business is the sale of retail cannabis, and therefore meets that definition. However, there is an even more important point related to Lake Stevens’s goals of attracting more tech-based employees.

While the sale of cannabis is not directly tied to the technological sector, there are strong overlaps, and many of the most recently successful tech startups, including Leafly, Biotrack, and Greenbits, are all multi-million dollar companies exclusively servicing the cannabis commerce sector.

Additionally, one fact is quite clear. Broadly speaking, the individuals working in these sectors are younger professionals that tend to strongly support and consume cannabis. If Lake Stevens wants to attract the sorts of companies and individuals associated with the “new economy” then Lake Stevens should embrace cannabis as part of that the new economy. Lake Stevens’s expansion of the cannabis experiment sends a strong message that it’s a dynamic, flexible, community willing to consider common sense changes that grow its economy in a safe manner.

Finally, Lake Stevens has a vision for economic development that includes a sustainable local economy by supporting a varied job sector for residents, promoting excellent shopping and service options, providing a stable and predictable permitting process, and fostering accountable government oversight of public funds, because 25% of survey respondents indicated economic development (increased shopping and jobs) should be a priority, followed by public services over the next 20 years.



With this in mind, Lake Stevens should allow for more competition amongst its cannabis purveyors, because competition is the best way to ensure the residents of Lake Stevens have access to the most compliant, friendly, and successful retail cannabis stores possible.

Excellent Schools and Neighborhoods

One might reasonably ask themselves, “How does allowing for the retail sale of cannabis improve our schools, neighborhoods, and community?” This is a fair question that we will answer directly.

The residents of Lake Stevens have every right and reason to be proud of their community, and part of this pride must surely extend to the goal of ensuring a drug free environment in schools, playgrounds, and the many children of the neighborhoods within the community, generally.

In considering allowing additional retail, cannabis businesses, Lake Stevens is actually asking a tremendously important question: What is the *best* way to keep our children safe?

All of the data available so far suggests one very clear conclusion: legalized cannabis makes the community safer, because drug dealers don’t check for identification.

Mr. Preder and his trained, experienced staff *do* check for identification, because the state requires him to, and because he is a committed business person operating in the light of day with a track record of operational compliance.

Mr. Preder is able and willing to work with the local community and address the concerns of the community in a manner that would be inconceivable for the average black market drug dealer. Mr. Preder believes, and hopes Lake Stevens agrees, that the answer to a safer community with great schools, parks, and playgrounds is regulations that were passed by voters that share these same concerns.

Other Benefits

Mr. Preder’s plan will also include these benefits:

- Excise tax will be a critical financial injection to the city (direct economic growth).
- Valid expectation that other business establishments will see an increase in traffic after another retail location is added (specifically restaurants).
- Fosters government accountability in the sense that approving the amendment would show that the City Council’s top priority is the growth and progression of Lake Stevens.



Mr. Preder's Plan is Compliant with Growth Management Act

What is the GMA?

The Washington State Growth Management Act (GMA) requires state and local governments to manage Washington's growth by identifying and protecting critical areas and natural resource lands, designating urban growth areas, preparing comprehensive plans, and implementing them through capital investments and development regulations.

The Legislature found that uncoordinated and unplanned growth poses a threat to the environment, sustainable economic development, and the high quality of life enjoyed by residents of the State. The GMA requires counties of a certain size and growth rate, and the cities within them, to adopt comprehensive plans and development regulations which are guided by 14 goals:

1. Focus urban growth in urban areas
2. Reduce sprawl
3. Provide efficient transportation
4. Encourage affordable housing
5. Encourage sustainable economic development
6. Protect property rights
7. Process permits in a timely and fair manner
8. Maintain and enhance natural resource-based industries
9. Retain open space and habitat areas and develop recreation opportunities
10. Protect the environment
11. Encourage citizen participation and regional coordination
12. Ensure adequate public facilities and services
13. Preserve important historic resources
14. Goals and Policies of the Shoreline Management Act

Cannabis generally and Mr. Preder's business specifically are totally compatible with each and every one of these goals, because of our shared vision for sustainable economic development. Mr. Preder is proud that cannabis licensed businesses direct funds towards cities like Lake Stevens, which allow the taxes generated by owners such as Mr. Preder to advance all of the above goals.

Further, legalized cannabis is good for the environment, because it eliminates illegal grows that often occur on public lands, and pose threats of fire, pollution, and other spoliation of our state's natural beauty. Mr. Preder is legally required to avoid purchasing from any company that fails to adhere to the various administrative requirements of the WSLCB, which include a very specific and highly regulated requirement around pesticide use. *See WAC 314-55-084.* Obviously, black market operators are neither interested nor able to ensure their operations are similarly sustainable.



Mr. Preder's Plan Serves to Advance Public Health, Safety and Welfare of Lake Stevens

Washington's Voters Correctly Decided Federal Prohibition is a Failed Policy

Lake Stevens has a duty to see to the health, safety, and welfare of its community. Lake Stevens clearly understands that part of that responsibility considering new approaches to that all important goal.

About five years ago, Washington's voters resoundingly decided that the policies of the last century have failed to keep us safe, and those pioneers of the cannabis industry are committed to a new direction: participation in a state system designed to regulate the sale of cannabis to adults in a way that maximizes the health and safety of Washingtonians and to controls the cannabis industry to further public health objectives.

Washington state, and the WSLCB, have brought together representatives from all communities and backgrounds and the result is an agenda that protects children and consumers by encouraging “seed to sale” tracking, and eliminates black market “diversion.”

This agenda undermines the black market scourge of our communities. Reliance on responsible individuals who have been vetted by the state, (with help from the Federal Bureau of Investigation) decreases the likelihood that children will be approached by unregulated drug dealers.

Conclusion: Understanding the Real Policy Implications

Lake Stevens should expand the number of cannabis licenses, because doing so is (1) consistent with the adopted Lake Stevens Comprehension Plan; (2) compliant with the Growth Management Act; and (3) serves to advance public health, safety and welfare, as well as the broad legislative goals, and community aspirations these above items represent.

Ultimately, the question of whether to expand cannabis operations within Lake Stevens is a complex and multifaceted decision. However, one point is critical for the city to properly understand the choice it faces in deciding to expand the current number of cannabis licensees.

The choice is not about how much cannabis will be allowed to be sold within the city, because, unfortunately, the black market ensured that goal is unachievable. Indeed, the federal government, with virtually unlimited resources and half a century of implementation failed to achieve any success whatsoever. While reasonable minds may disagree with cannabis use, the failure of prohibition is not up for debate among those who have objectively reviewed the evidence to include a majority of Washintonians.

The true question presented to the community is *who* the community would like to see service this demand, and to what degree such individuals are able or willing to work with the city to pursue its highly important goals.



The choice is between a drug dealer who will not employ anyone, not pay wages, not check identification, not share any profits with the local government, and who will not be bothered to ensure young children do not have access to cannabis. Rest assured that every individual in this category in Lake Stevens is hoping that the city denies Mr. Preder's request.

Alternatively, Lake Stevens may look to someone who willing submitted to and successfully passed a FBI criminal background check in order to pursue a lawful state business in an open and transparent fashion. Lake Stevens may also understandingly look for someone who is experienced in operating multiple compliant state-licensed retail cannabis stores.

Lake Stevens has the opportunity to work with someone who is committed to this goal, excited to work with the community and become a part of it, while providing economic opportunities, ensuring its children are kept safe, and generating tax revenues to make sure its neighborhoods, parks, and playgrounds remain pristine.

Lake Stevens can and should look to the future, and insist that, if cannabis sales cannot be avoided, then they should be highly regulated and proceed in a manner that is consistent with the goals of the community. For these reasons, we request that you approve the addition of more licenses to Lake Stevens, and particularly the application of Mr. Shaun Preder.



DETERMINATION OF NONSIGNIFICANCE

Issuance Date: October 18, 2017

Project Name (No.): Amended Marijuana Regulations (LUA2017-0083)

Proponent: City of Lake Stevens

Applicant: City of Lake Stevens, 1812 Main Street, P.O. Box 257, Lake Stevens, WA 98258

Description of Proposal: The scope of this non-project action is to consider changes to the city's marijuana land use regulations including a citizen initiated request to allow a second retail location and planning commission recommendation to prohibit retail sales in the Commercial District.

Project Location: The proposed regulations would restrict marijuana facilities to the city's Light Industrial and General Industrial zoning districts.

Contact Person: Russ Wright, Community Development Director

Phone: (425) 212-3315

Threshold Determination: The City of Lake Stevens, acting as lead agency for this proposal has determined that it does not have a probable significant adverse impact on the environment. An environmental impact statement is not required under RCW 43.21.030(2)(c). This decision was made after review of a completed environmental checklist and other information on file with the lead agency. This information is available to the public on request. This DNS is issued under 197-11-340(2); the lead agency will not act on this proposal for 14 days from the date below.

SEPA Responsible Official: Russ Wright

Russ Wright, Community Development Director

Comments on the Threshold Determination: If you would like to comment on this Threshold Determination, your written comments should be sent to the address below by **November 1, 2017**. The Responsible Official may incorporate any substantial comments into the DNS. If the DNS is substantially modified, it will be reissued for further public review.

Appeals: You may appeal this determination of non-significance by submitting an appeal to the address below no later than 4:00 PM, **November 1, 2017**. The appeal must be in written form, contain a concise statement of the matter being appealed and the basic rationale for the appeal. A fee is required per the City's Fee Resolution. Please note that failure to file a timely and complete appeal shall constitute a waiver of all rights to an administrative appeal under City code. All comments or appeals are to be directed to City Hall, P.O. Box 257, Lake Stevens WA, 98258, Attn: Russ Wright.



Department of Commerce

Innovation is in our nature.

Notice of Proposed Amendment Request for Expedited Review

Pursuant to RCW 36.70A.106(3)(b), the following jurisdiction provides notice of a proposed development regulation amendment and requests expedited state agency review under the Growth Management Act.

*****Under statute, proposed amendments to comprehensive plans are not eligible for expedited review. The expedited review period is 10 business days (14 calendar days).***

(If needed, you may expand this form and the fields below, but please try to keep the entire form under two pages in length.)

Jurisdiction:	City of Lake Stevens
Mailing Address:	PO Box 257, Lake Stevens WA 98208
Date:	October 12, 2017
Contact Name:	Russ Wright
Title/Position:	Community Development Director
Phone Number:	425-212-3315
E-mail Address:	rwright@lakestevenswa.gov
Brief Description of the Proposed/Draft Development Regulations Amendment: (40 words or less)	The scope of the project is to consider changes to the city's marijuana land use regulations including a citizen initiated request to allow a second retail location and planning commission recommendation to prohibit retail sales in the Commercial District.
Public Hearing Date:	Planning Board/Commission: November 15, 2017 Council/County Commission: December 5, 2017
Proposed Adoption Date:	December 5, 2017

REQUIRED: Attach or include a copy the proposed amendment text.

Section 14.38.020(b)(4)(vi) of the Lake Stevens Municipal Code is hereby amended to read as follows, ~~Marijuana retail facilities are permitted, subject to Section 14.44.097.~~ "Marijuana facilities are not allowed."

From: [COM GMU Review Team](#)
To: [Russell Wright](#)
Cc: [Andersen, Dave \(COM\)](#)
Subject: 24236, City of Lake Stevens, Expedited Review Granted, DevRegs
Date: Monday, October 30, 2017 6:26:09 AM

Dear Mr. Wright:

The City of Lake Stevens has been granted expedited review for the Proposed amendment to consider changes to the city's marijuana land use regulations including a citizen initiated request to allow a second retail location and planning commission recommendation to prohibit retail sales in the Commercial District. This proposal was submitted for the required state agency review under RCW 36.70A.106.

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

If you have any questions, please contact reviewteam@commerce.wa.gov



----- CITY OF -----
LAKE STEVENS
LUA2017-0083 Mailing Distribution

*Protected entities are those entities described in WAC 314-55-050 (10) and are subject to a 1,000 foot separation from marijuana facilities.

Properties outside the protective buffer with appropriate zoning may have marijuana uses subject to review & approval

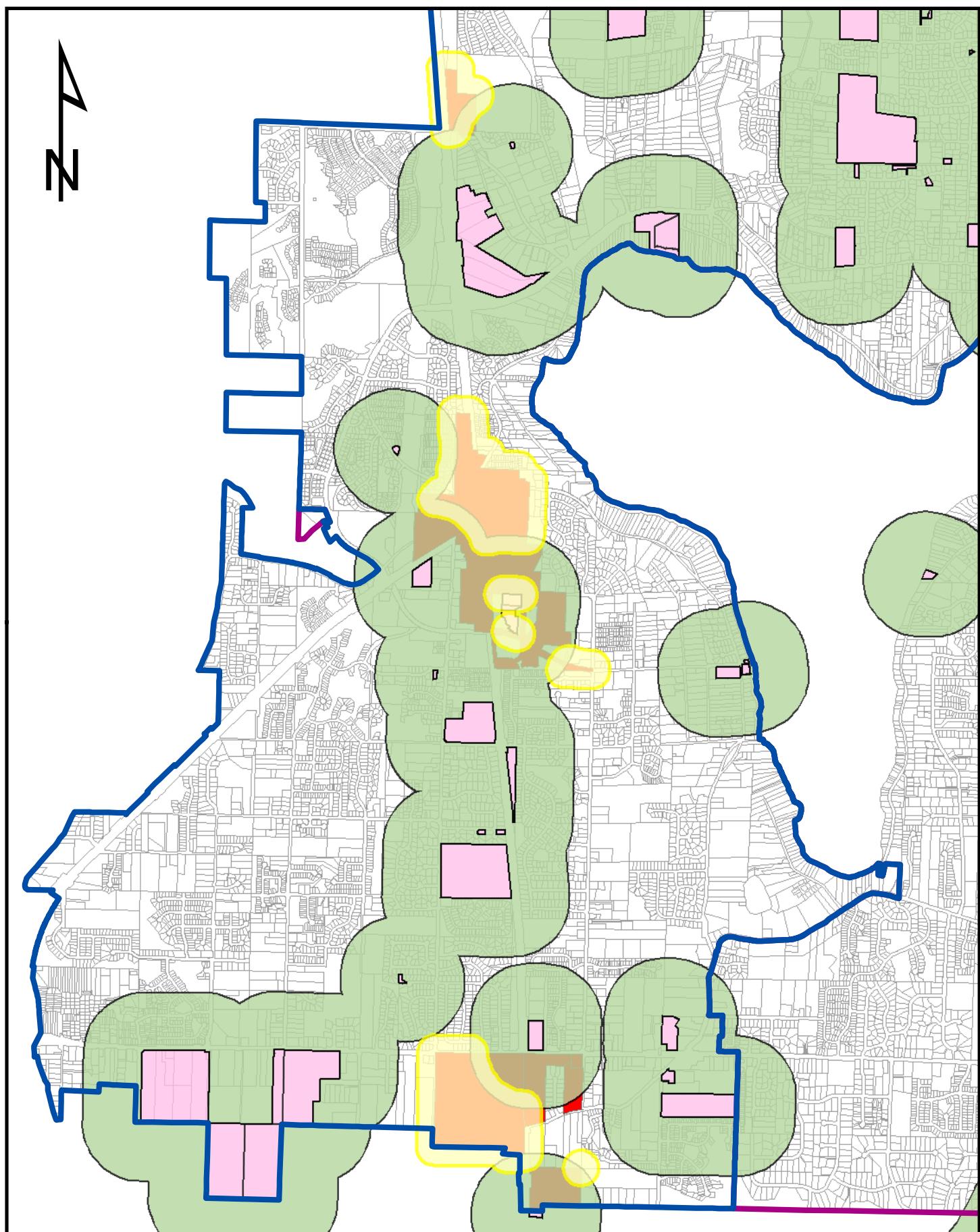
Public Notice has been provided to property owners within the affected Commercial District properties and to property owners within 300-feet of these locations.

Features

- City of Lake Stevens
- Unincorporated UGA
- 300 foot mailing buffer
- 1000-Buffer
- Protected Entities*

Zoning

- CD



From: [Kim Daughtry](#)
To: [Russell Wright](#)
Subject: FW: Marijuana shop
Date: Tuesday, October 3, 2017 7:41:13 PM

Could you ensure that her email is included for tonight's planning commission meeting.

Thanks

Kim Daughtry

From: Ashley Bryan [mailto:abbryan91@gmail.com]
Sent: Tuesday, October 3, 2017 9:27 AM
To: Kim Daughtry <kdaughtry@lakestevenswa.gov>
Subject: Marijuana shop

Dear council member,

I want my voice to be heard in this city I am choosing to raise my family in. I do NOT support the idea of implementing another recreational marijuana shop nor moving it into our more industrial zones. There are two shops, one on each side of our city, that are easily accessible to those wanting to purchase marijuana. These are in zones not overpopulated with children or people who have to smell or see the product unless they choose to. It would be a shame to have lake Stevens, a city known for its good school districts and family raising atmosphere, to lose that appeal in order to appeal more to people who want to recreationally smoke marijuana. This is a family town and that's where our focus should be. I'm sure many of us raising families here would be willing to even have an increase in taxes to avoid imposing the city more with these pot shops. Please take my voice into consideration.

Thanks,
Ashley Bryan

From: [Kim Daughtry](#)
To: [Russell Wright](#)
Subject: FW: Meeting October 4th
Date: Tuesday, October 3, 2017 7:40:46 PM

Could you ensure that her email is included for tonight's planning commission meeting.

Thanks

Kim Daughtry

From: Staci [mailto:srl7698@hotmail.com]
Sent: Tuesday, October 3, 2017 11:45 AM
To: Kim Daughtry <kdaughtry@lakestevenswa.gov>
Subject: Meeting October 4th

Dear City Council Members,

As a concerned citizen of this city, I feel the need to let my voice be heard regarding the issue of allowing another legal marijuana store in the city and moving the current one closer to town. I strongly oppose both of these actions for many reasons. Beyond the moral reasons that I hold, there are many other questions that this action brings to mind that I beg you to consider as this decision is being made. Although money is needed to build a community I do hope that profit-driven greed does not outweigh the social responsibility it takes to build a stable, upstanding community. Will this type of business create the community that the productive citizens of Lake Stevens want?

One of the concerns I have is that drivers under the influence of marijuana have a harder time concentrating and maintaining attention on the road, and can decrease coordination, according to the National Highway Transportation Safety Administration. Yet the tools that cops use to detect whether people are driving under the influence of weed are sometimes inadequate. Not only are the tools inadequate but with the increase of marijuana in our community, we are also going to need to invest in quality equipment and quantity due to the fact of more people using. This will also increase the number of man hours it will take to patrol the streets of Lake Stevens to keep our community safe. Do we as a city have the extra funds to invest in that even with the taxes collected for the sale of this product?

There are also a number of studies suggesting cannabis could have negative health effects for users. Cannabis smoke contains thousands of chemicals, including over 50 known carcinogens. As a citizen, mother of three boys and woman that is very active in the youth sports community, I am concerned about the increased availability it will provide for the youth of our city. Younger brains are still developing and are at high risk of long-term negative consequences of smoking or eating marijuana products. Bringing this drug into our community will broaden the access to our youth.

Please vote NO to bringing more of this type of business in our hometown. Let our community be set apart from the rest as a thriving community that family focused. Thank you for listening and honestly looking at what our community wants as a whole.

Sincerely,

Staci Lynch

From: [Kim Daughtry](#)
To: [Russell Wright](#)
Subject: FW: No marijuana!
Date: Tuesday, October 3, 2017 8:12:20 PM

Here is another one.

From: Nancy Farmer [mailto:gardenmom2002@msn.com]
Sent: Tuesday, October 3, 2017 7:59 PM
To: Kim Daughtry <kdaughtry@lakestevenswa.gov>; Kurt Hilt <khilt@lakestevenswa.gov>; Kathy Holder <kholder@lakestevenswa.gov>; Rauchel McDaniel <rmcdaniel@lakestevenswa.gov>; Gary Petershagen <gpetershagen@lakestevenswa.gov>; Marcus Tageant <mtageant@lakestevenswa.gov>; Todd Welch <twelch@lakestevenswa.gov>
Subject: No marijuana!

Dear Council Members,

Please do not allow another marijuana business into our city boundaries! I feel very strongly that this would be a step in the wrong direction for the welfare of the public. And do NOT allow the current one to move by Chevron in Frontier Village! What a mistake you are making!

Nancy Farmer

From: [Kim Daughtry](#)
To: [Russell Wright](#)
Subject: FW: NO more marijuana shops
Date: Tuesday, October 3, 2017 7:42:10 PM

Could you ensure that her email is included for tonight's planning commission meeting.

Thanks

Kim Daughtry

From: John Spencer
Sent: Tuesday, October 3, 2017 10:45 AM
To: Heidi Lawson <sorella_tate@hotmail.com>; Kim Daughtry <kdaughtry@lakestevenswa.gov>; Kurt Hilt <khilt@lakestevenswa.gov>; Kathy Holder <kholder@lakestevenswa.gov>; Rauchel McDaniel <rmcdaniel@lakestevenswa.gov>; Gary Petershagen <gpetershagen@lakestevenswa.gov>; Marcus Tageant <mtageant@lakestevenswa.gov>; Todd Welch <twelch@lakestevenswa.gov>
Subject: RE: NO more marijuana shops

Thank you for your email. The council gave staff strong direction along the lines you express in your email.

Also, thanks for your kind remarks. We have a wonderful city that is very family oriented. We will work to keep it that way!

From: Heidi Lawson [mailto:sorella_tate@hotmail.com]
Sent: Tuesday, October 3, 2017 9:23 AM
To: Kim Daughtry <kdaughtry@lakestevenswa.gov>; Kurt Hilt <khilt@lakestevenswa.gov>; Kathy Holder <kholder@lakestevenswa.gov>; Rauchel McDaniel <rmcdaniel@lakestevenswa.gov>; Gary Petershagen <gpetershagen@lakestevenswa.gov>; Marcus Tageant <mtageant@lakestevenswa.gov>; Todd Welch <twelch@lakestevenswa.gov>; John Spencer <ispencer@lakestevenswa.gov>
Subject: NO more marijuana shops

I am reaching out to each of you as I am aware that the City Council is about to decide on two critical measures regarding marijuana in our city. I absolutely oppose (1) a second marijuana shop location and (2) allowing any marijuana shop inside the commercial district. We NEED to set our city apart from those around us. We are a family focused community and do not need to allow easier access to marijuana (legal or not!) to those in our community. You each have the opportunity to make a difference and continue to improve our beautiful city, not bring it down. More marijuana gives the wrong image to our town. Let's continue to work together on family-focused business, projects, and positive recreation activities as you plan for the future growth of our town. I have been incredibly impressed with what Mayor Spencer has done during his short tenure already and would love to see things continue in that positive direction. Let's bring revenue into our city by continuing to explore options that benefit our

youth (I am definitely in the bowling alley/movie theatre category!) There are so many ways to boost business in our town and marijuana should not be one of them. It will drive other reputable and beneficial businesses away and does not have a place either in our town or in our commercial district.

Thank you very much,

Heidi Lawson

From: [Keith Bruce](#)
To: [Kim Daughtry](#); [Kurt Hilt](#); [Kathy Holder](#); [Rauchel McDaniel](#); [Gary Petershagen](#); [Marcus Tageant](#); [Todd Welch](#); [Russell Wright](#)
Subject: The Joint in Lake Stevens
Date: Tuesday, October 10, 2017 6:51:23 AM

Good Morning,

I wanted to first thank you folks for taking the time to read my email.... I have known Shaun Preder for many years and we have both coached hundreds of kids in the Lake Stevens School District. He is a great person and huge family man. Both of our kids are athletes at Lake Stevens High School.

I am asking that you will please vote yes for him opening The Joint in Lake Stevens. I feel there is a lot of ignorance in society as a whole when it comes to marijuana.... I personally do not take recreational marijuana but I have seen numerous benefits of its use and have seen it help people suffering from cancer...

I can bump into a bar every two blocks in this city and feel marijuana is far less dangerous to society than alcohol or meth....

Thanks so much for your valuable time and consideration!!!

Take Care,

Keith C Bruce-Jones
Designated Broker
U.S. Veteran Owned Business
Rapport Leadership Int'l Master Graduate
Keith@soundpointre.com
206.226.4663(HOME)
www.SoundPointRealEstate.com

Mail



From: [Lynda Routh](#)
To: [Kim Daughtry](#); [Kurt Hilt](#); [Kathy Holder](#); [Rauchel McDaniel](#); [Gary Petershagen](#); [Marcus Tageant](#); [Todd Welch](#); [Isplanning](#)
Subject: Vote yes for the new recreational marijuana store "The Joint" in Lake Stevens.
Date: Wednesday, October 11, 2017 5:28:07 PM

To Members of the City Council,
10/11/17

I live in the city of Lake Stevens and am in full support of The Joint, recreational marijuana shop, opening in Frontier Village. I look

forward to the convenience and location of this second store. Thank you for representing our communities evolving and progressive needs.

Thank you

Lynda Routh
2710 85th Ave NE
Lake Stevens, Wa 98258

From: [dubb2066](#)
To: [Russell Wright](#)
Subject: The Joint
Date: Saturday, October 14, 2017 7:43:11 AM

I would like to make a statement on behalf of the Joint facility that will possibly move into Lake Steven area as the 2nd shop in our area. I for one think that this is needed. There are alot of shops out there and we only have one and that's actually place next to a daycare and to me that's not very good. This venture would be great for The community. The Joint is a great establishment by personal identification I have been to these stores they are upscale price worthy and great people. I for one use cannabis for my back injuries and migraines I hate to drive cause of my back and it's hard to find great prices with only 1 selection in the area that is outrageously priced. Most people have to drive to Everett to find and establishment such as the Joint. So im am for the second store that is more convenient 62% of our residents have voted yes on this and would love to see that honored. Thank you for your time in advance for listening have a great day.

Eddie McFerrin

Sent from my T-Mobile 4G LTE Device

From: [Mark Long](#)
To: [Russell Wright](#)
Subject: 2nd store
Date: Tuesday, October 17, 2017 12:51:19 PM

Yes on the Joint

Get [Outlook for Android](#)

From: [Amber Steen](#)
To: [Russell Wright](#)
Subject: New Lake Stevens Location
Date: Monday, October 30, 2017 7:31:37 PM

To whom it may concern,

I'm writing to express my excitement for having a second recreational marijuana store in Lake Stevens. The location could not be better. It will be very convenient and in a safe, highly trafficked area. I am hopeful that this store will be open in the near future.

Thanks

Amber Steen

From: [Terri Mahoney](#)
To: [Kim Daughtry](#); [Kurt Hilt](#); [Kathy Holder](#); [Rauchel McDaniel](#); [Gary Petershagen](#); [Marcus Tageant](#); [Todd Welch](#); [Russell Wright](#)
Subject: New Recreational Store
Date: Tuesday, October 31, 2017 6:29:40 AM

To whom it may concern,

I'm writing to express my excitement for having a second recreational marijuana store in Lake Stevens. The location could not be better. It will be very convenient and in a safe, highly trafficked area. I am hopeful that this store will be open in the near future.

Thanks

Terri Mahoney

From: [Staci Eyman](#)
To: [Kim Daughtry](#); [Kurt Hilt](#); [Kathy Holder](#); [Rauchel McDaniel](#); [Gary Petershagen](#); [Marcus Tageant](#); [Todd Welch](#); [Isplanning](#)
Subject: The Joint in Lake Stevens
Date: Tuesday, October 17, 2017 10:58:03 PM

To whom it may concern,
I live in the city of Lake Stevens and am in full support of The Joint, opening in Frontier Village.
Thank you for representing our communities evolving and progressive needs.
Thanks,

Get [Outlook for iOS](#)

From: [Carrie Ford](#)
To: [Kim Daughtry](#); [Kurt Hilt](#); [Kathy Holder](#); [Rauchel McDaniel](#); [Gary Petershagen](#); [Marcus Tageant](#); [Todd Welch](#); [Russell Wright](#)
Subject: The Joint
Date: Tuesday, October 31, 2017 12:36:40 PM

Dear Council,

I live in Lake Stevens and work in the medical field and am ecstatic that we are going to progress as a community by providing another recreational marijuana store. I have seen firsthand how positively it can impact those with disabilities or other serious medical diagnosis'. Thank you for bringing this second store into our community.

Sincerely,

Carrie Ford

DRAFT MINUTES**PLANNING COMMISSION REGULAR MEETING MINUTES**

Community Center
1808 Main Street, Lake Stevens
Wednesday, November 15, 2017

CALL TO ORDER: 7:00 pm by Chair Jennifer Davis

MEMBERS PRESENT: Jennifer Davis, Vicki Oslund, Linda Hoult, Janice Huxford, Tracey Trout, Brett Gailey, Karim Ali

MEMBERS ABSENT: None

STAFF PRESENT: Community Development Director Russ Wright and Clerk Jennie Fenrich

OTHERS PRESENT: Rauchel McDaniel, Gary Petersagen, Kim Daughtry, 22 citizens

Excused Absence: None

Guest business: None

Action Items: The minutes we approved for October 4, 2017, October 18, 2017 and November 1, 2017. Commissioner Hoult made a motion and Commissioner Huxford seconded. Minutes were approved 7-0-0-0.

Public Hearing:

PC Chair Opens Meeting - Commissioner Davis opened the public hearing. Commissioner Hoult made motion to open the Public Hearing. Commissioner Trout seconded. Motion Passed 7-0-0-0.

Staff Presentation – Community Development Director Wright gave a briefing on the citizen request for a code amendment that would allow a second retail marijuana store in the City of Lake Stevens. After Planning Commission, City Council, and outside agencies reviewed the proposal, staff is recommending that the city maintain its current allowance for one retail store location and that retail stores only be allowed in Industrial Zoning. The Planning Commission's role is to deliberate the merits of the proposal and forward a recommendation to City Council on the action as proposed.

Commissioner's questions for staff – Commissioner Huxford asked if all the minutes, public testimony and audio would be available to council. Planning and Community Development Director said it will be available to the Council.

Proponent's comments – Shaun Preder is the applicant. He is licensed by the State to have a retail store in Lake Stevens. When he researched where to locate his potential space, he followed the current code to choose his location before signing the lease. He acknowledges this is a new industry and has researched this. He found there to be a lot more pros than cons to selling marijuana. He knows citizens have concerns of the location. He states that currently it is being used as a parking lot and there is no economic value to that. If a retail marijuana store was located there, people will be there

10minutes – in and out. It is against the law for patrons to use product on site, no loitering is allowed. The signage will be minimal at 42 inches. He said there is no odor as all product is wrapped. This location is well lit and it would be less likely for criminal activity as it is out in the open. He argues this is the best thing for children as it is heavily regulated. Mr. Preder has spoken to surrounding businesses and didn't find any opposition. He says other merchants are excited for the traffic. This store will bring more retail dollars to our community. He wonders why we would want to turn away business when we have open retail spaces. Mr. Preder also wants to support efforts on educating our youth about dangers of drugs. This business has opened-up many conversations with his own children and would like to help with education to others. He stated alcohol consequences are way worse than marijuana. He doesn't see any reason to push sales out to hide rather than use it as a tool to educate.

Comments from the audience:

Cynthia Tanlan is an aromatherapist, who originally voted against anything marijuana related, state that she learned from her patients who have PTSD, Cancer, Glaucoma and Parkinson's, that the medication is used to help with pain and nausea so they can keep up their strength for recovery. Law enforcement will be monitoring. She says it's imperative that people be able to purchase it locally and safely.

Heidi Lawson is opposed. She believes that it is not the best things for kids. She doesn't support the location or any commercial location. There is a strong sense of community, she doesn't want Lake Stevens to be known as the place to get marijuana, alcohol or opioids. This is not the image she thinks Lake Stevens wants to have. She suggested Lake Stevens is known for being a family-oriented, safe place for kids.

Kimberly Shipman is opposed. She does not feel this is best for children. She states this will be the first generation of children that legal marijuana will be normalized and we don't know the repercussions of it yet. Of the tax dollars that will be generated, the City will get a very small percent, the State will get 40%. She believes this will impact the "face" of Lake Stevens. Lake Stevens' marijuana smell is a landmark for people who use the Centennial Trail. She says we don't know the long-term collateral damage of marijuana and doesn't want to be the first ones to find out the repercussions.

Megan Stevens was here a year ago to address the same issue. She encourages a no vote for additional location and would like to include the UGA. She also encourages a no vote for rezone. She wants to maintain a family look and feel that our City currently has.

Linda Brown has a favorable opinion of a second retail. She doesn't have any problems with the proposal. She commented that she has grandchildren and she will educate them on the dangers of drugs.

Monika Preder is a nurse. She was very skeptical at first. Then she researched statistics and learned that crime has decreased since I-502 laws have gone into effect. She also said that DUI have not changed since the new law was enacted.

Telesa Packard mom of five is opposed to a second retail. She doesn't see a need to have additional retail.

Amber Steen shared that she is a medical marijuana user and she favors a second location. Retail stores are highly monitored. Visibility will keep it safer and it will be well lit.

Linda Thomas is opposed to a retail shop in the commercial zone and has concerns that

we couldn't handle the added traffic and there's not enough infrastructure to support this. Janelle McCall in favor of another store. She feels it is safer to purchase from a regulated shop, from a person she knows rather than a stranger.

Dawn Roberts stated everyone is undereducated. She does not feel that it is ok to pick and choose where businesses can go. Marijuana is a highly regulated industry and there will not be the problem people imagine. She stated it is parents' responsibility to educate their children.

Laura Dana owner of the Vault supports a second location. She states most of her clientele is 55+ years old. They use it for medical purposes. She says it is safer to have it in a retail where it can be monitored. Educate your kids. It is time to stop the stigma.

Darren Stevens is opposed. He would like to set the bar higher and have the community raise their expectations.

Proponent rebuttal comments – Phillip Dawdy noted his disappointment in the recommendation. He suggested that the Liquor Control Board was clumsy in the handling of this legislation. He discussed petitions submitted that included signatures of employees in many of the surrounding businesses and suggested local businesses are in support this location as well. He addressed the odor complaints and reminded people to contact Puget Sound Clean Air Agency if there are odor issues. He also refutes that it would deter investment dollars. He stated that didn't believe traffic would be an issue. Mr. Dawdy said the crime rates are down since I-502 passed. He informed us that legislation will determine allocation issues.

Comments from the audience – Chad Taylor said there is a misconception of how the industry works. He has a legal grow operation and would like to be able to sell more product. He is not a drug dealer but is a legal marijuana producer. He thinks the retail dollars would be beneficial for everyone.

Close public comments portion of hearing by motion – Commissioner Gailey made motion to close public portion. Commissioner Ali seconded. Motion carried 7-0-0-0.

Close public hearing – Commissioner Huxford made a motion to close the public hearing. Commissioner Hoult seconded. The motion carried 7-0-0-0.

Commission Action by Motion – Commissioner Ali asked if we could be selective of what was sold, to which Director Wright responded no, State law will not allow separate retail and medical stores. Commissioner Trout acknowledges that Mr. Preder is a good person, but she still doesn't support a second location in the Commercial District. Commissioner Gailey considers Mr. Preder a friend, but as a police officer he is against a second retail shop. Commissioner Huxford feels that Mr. Preder was not treated fairly because when he did his research, marijuana was allowable in Commercial and apologized to him. She is still not in favor of second location. Commissioner Ali says there is plenty of access and he feels we could work with Shaun to find another location. He is a no vote for this location. Commissioner Hoult wishes there was a way to only sell medical marijuana but as that is not legally allowable, she is a no vote. Commissioner Oslund is no vote as it is not in character with the City. Finally, Commissioner Davis asked for a restatement of the proposed language.

Commissioner Trout made a motion to approve the recommendation to Council to limit retail stores to one and to only allow retail sales in Industrial Zones. Commissioner Oslund seconded. The motion carried 7-0-0-0.

Commissioner Reports – Commissioner Huxford requested to have the Planning Commission attendance record be sent to Council. Commissioner Gailey attended the Council Meeting and he announced this would be his last Planning Commission Meeting as he is getting sworn in City Council in December. Chair Davis thanked staff for the leadership in navigating through amendments with such professionalism.

Directors Report – Community Development Director Wright told the Commission that there is Planning Boot Camp opportunity on December 15th at the Lake Stevens Fire Conference Center and that Planning Commissioners are invited to attend. He also asked that the commissioners make sure we have all their correct contact information.

Adjourn. Motion to adjourn by Commissioner Gailey seconded by Commissioner Ali. Motion carried 7-0-0-0. Meeting adjourned at approximately 8:30 p.m.

Jennifer Davis, Chair

Jennie Fenrich, Clerk, Planning & Community Development

DRAFT



November 15, 2017

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

Subject: Planning Commission Recommendation on Marijuana Code Amendments

Dear Council Members:

The Lake Stevens Planning Commission held a public hearing on Wednesday, November to consider amendments to the city's marijuana regulations to prohibit marijuana sales in the Commercial District.

Commissioners Present: Commissioners Davis, Oslund, Hoult, Huxford, Trout, Gailey and Ali

PLANNING COMMISSION PUBLIC HEARING

Planning and Community Development staff presented the proposed code amendments, provided City Council's direction, summarized findings and conclusions from the staff report, and answered the Commission's questions related to the proposed amendments to the city's marijuana regulations.

Several members of the public were present at the public hearing; many provided testimony. Testimony was mixed with some people supporting a second retail marijuana facility and some people expressing concerns over an additional store and the proposed location near Frontier Village.

The Planning Commission discussion focused on the difference between medical use and recreational use of marijuana, lack of enthusiasm for a second store, specifically in the Commercial District, law enforcement and community image.

FINDINGS AND CONCLUSIONS

The Planning Commission hereby adopts staff's findings and conclusions, as outlined in the staff report dated November 15, 2017 and concludes that the proposed amendments:

1. Are consistent with the adopted Lake Stevens Comprehensive Plan;
2. Comply with the Growth Management Act, State Environmental Policy Act; and
3. Met local process requirements for noticing and public participation.

PLANNING COMMISSION RECOMMENDATION

MOTION (Code Amendment) – Commissioner Trout made motion to approve the recommendation to Council that limits marijuana retail sale to one store and prohibits marijuana facilities in the Commercial District. Commissioner Oslund seconded. The motion carried 7-0-0-0.

Respectfully submitted,

Lake Stevens Planning Commission

Jennifer Davis, Planning Commission Chairperson, on behalf of the Planning Commission

I'm writing today in good faith that you will be open to giving my point of view a chance. As a father of three I do understand the fears and stigma that surround the open distribution of marijuana. I haven't disregarded those fears but did my own research, I discovered that there are many positives that have accompanied legalizing retail marijuana. The Drug Policy Alliance a non-profit organization in New York whose purpose is to end the war on drugs found these statistics and facts through their research.

- Crime has decreased by 98% for adults 21 and older. All categories of marijuana law violations are down 63% and marijuana-related convictions are down 81%.
- Our state is saving millions of dollars in law enforcement resources that were being used to enforce marijuana laws.
- Violent crime has decreased in Washington and other crime rates have remained stable since the passage of I-502.
- Washington has collected nearly \$83 million in marijuana tax revenues. These revenues are funding substance abuse prevention and treatment programs, youth and adult drug education, community health care services, and academic research and evaluation on the effects of marijuana legalization in the state.
- The number of traffic fatalities remained stable in the first year that adult possession was legalized.
- Youth marijuana use has not increased since the passage of I-502.
- Washington voters continue to support marijuana legalization. Fifty-six% continue to approve of the state's marijuana law – about the same as when it was approved in 2012 – while only 37% oppose, a decrease of 7 points since the election of 2012. More than three-quarters (77%) believe the law has had either a positive impact or no effect on their lives.

Another important research factor that they discovered is the medical benefits for the people using the marijuana.

- Alleviate symptoms of a wide range of debilitating medical conditions, including cancer, HIV/AIDS, multiple sclerosis, Alzheimer's Disease, epilepsy, and Crohn's Disease
- Act as a safer and more effective alternative to narcotic painkillers
- Treat severe pain
- Reduce nausea induced by cancer chemotherapy
- Stimulate appetite in AIDS patients
- Reduce intraocular pressure in people with glaucoma
- Reduce muscle spasticity in patients with neurological disorders
- Help manage some mental health conditions, particularly PTSD

These many positives allowed me to be able to push forward with my retail marijuana business.

My plan for my store. The sign on our store will not be larger than a 42" plasma. I will be ensuring with our security system and staff that there is no usage on the premise. Patrons will be spending only an average of 10minutes in the store. Our product is well packaged so that there is no smell. We strictly regulate the age limit 21+ and the product is regulated to check for chemicals. The strength of the product is also measured and regulated.

I hope to also work with council and planning commission to give back to the community by providing important programs. I have ideas about funding school resource officers or DARE type officers. Something that will allow us to help educate the community kids and parents.

I have compiled signatures from businesses in the Lake Stevens area and employees and some residents that support my retail shop going in. I hope that you will consider these factors when deciding on the future of my business.

To Members of the City Council,

I am the owner of Contos and have no problem with The Joint, opening in Frontier Village. I welcome new businesses in the area that create more traffic and possible customers for everyone. A business such as this, that complies with state law should be able to open. Thank you for moving forward the process to allow The Joint to open its doors.

Thanks,


Speros Asimakis
Owner

To Members of the City Council,

I am the owner of Lake Stevens Athletic Club and have no problem with The Joint, opening in Frontier Village. I welcome new businesses in the area that create more traffic and possible customers for everyone. A business such as this, that complies with state law should be able to open. Thank you for moving forward the process to allow The Joint to open its doors.

Thanks,

Todd Posey
Todd Posey
OWNER

To Members of the City Council,

As the owner of LJ's I am in full support of a retail marijuana store opening in Frontier Village. We are excited for the increased traffic this store will provide and how that will create more business for all of us. Thank you for your expedited process that will allow their business to open soon.

Thank you

A handwritten signature in black ink, appearing to read "mg. msp".

To Members of the City Council,

I am the owner of SOUND BOX ENTERTAINMENT I have no problem with a retail marijuana store opening in Frontier Village. I welcome new businesses in the area that create more traffic and possible customers for everyone. A business such as this, that complies with state law should be able to open. Thank you for moving forward the process to allow more business traffic in the area.

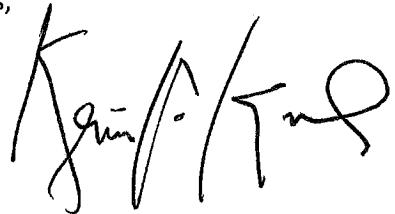
Thanks,

 11/14/17
Mark E. Walker Jr.

To Members of the City Council,

I am the manager Frontier Village Veterinary Clinic and have no problem with a retail marijuana store opening in Frontier Village. I welcome new businesses in the area that create more traffic and possible customers for everyone. A business such as this, that complies with state law should be able to open. Thank you for moving forward the process to allow The Joint to open its doors.

Thanks,



KEVIN HAYWOOD - MANAGER

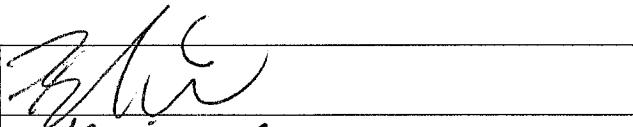
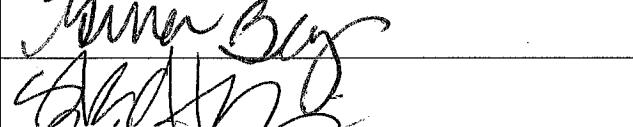
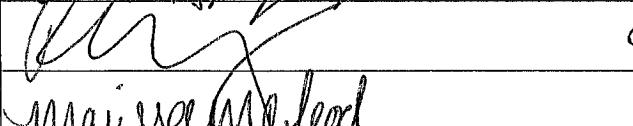
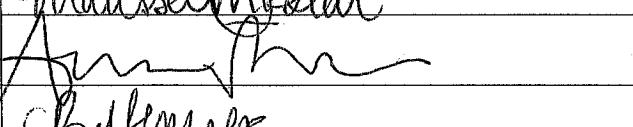
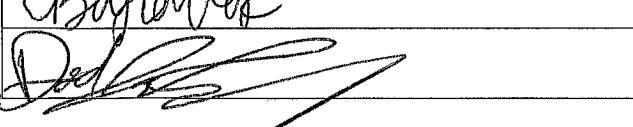
To Members of the City Council,

As an employee of Lj's Bistro in Lake Stevens WA. I am in full support of retail marijuana opening in Frontier Village. We are excited for the increased traffic this store will provide and how that will create more business for all of us. Thank you for your expedited process that will allow their business to open soon.

Thank you

Signature

Printed Name

	Blake Wilson
	Gina Beardstoy
	Shawn K. Kunkel
	Roberta Long
	MARISSA MCLEOD
	Alyssa Stewart
	Courtney Belflower
	David J. Corky

To Members of the City Council,

As an employee of Seattle Suntan in Lake Stevens WA. I am in full support of retail marijuana opening in Frontier Village. We are excited for the increased traffic this store will provide and how that will create more business for all of us. Thank you for your expedited process that will allow their business to open soon.

Thank you

Signature

Printed Name

<u>Sarah O'Dell</u>	<u>Sarah O'Dell</u>
<u>Taylor Cook</u>	<u>Taylor Cook</u>
<u>Angelica Gallo</u>	<u>Angelica Gallo</u>
<u>Chloe Downs</u>	<u>CHLOE DOWNS</u>
<u>Lauren Vance</u>	<u>Lauren Vance</u>

To Members of the City Council,

To Members of the City Council,

As an employee of *Lake Stevens Athletic Club* in Lake Stevens WA. I am in full support of retail marijuana opening in Frontier Village. We are excited for the increased traffic this store will provide and how that will create more business for all of us. Thank you for your expedited process that will allow their business to open soon.

Thank you

Signature

Printed Name

	Stacy Gonzalez

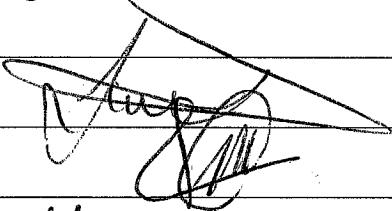
To Members of the City Council,

As an employee of Papa's Bells in Lake Stevens WA. I am in full support of retail marijuana opening in Frontier Village. We are excited for the increased traffic this store will provide and how that will create more business for all of us. Thank you for your expedited process that will allow their business to open soon.

Thank you

Signature

Printed Name

	Juan Chavez
	Ana Gonzalez
	Maria Uribe
	Griselda Castellano

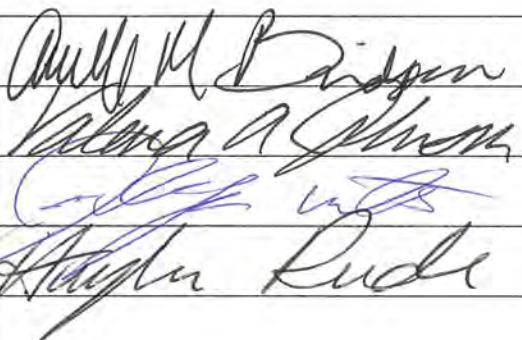
To Members of the City Council,

As an employee of Norms Market in Lake Stevens WA. I am in full support of retail marijuana opening in Frontier Village. We are excited for the increased traffic this store will provide and how that will create more business for all of us. Thank you for your expedited process that will allow their business to open soon.

Thank you

Signature

Printed Name

	Amber M. Bridges Valena A. Johnson JenDays 11/18/17 Haylie Rude

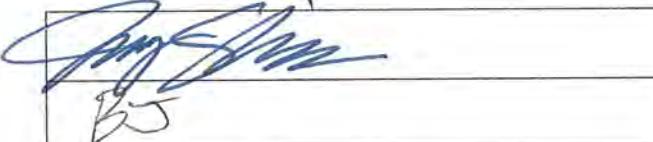
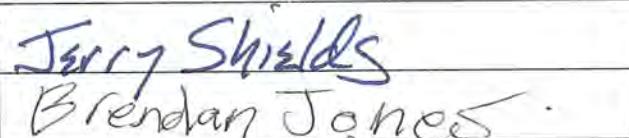
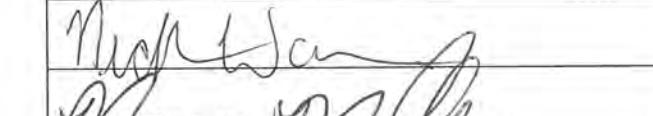
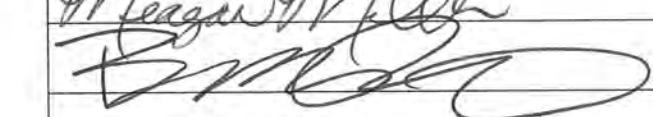
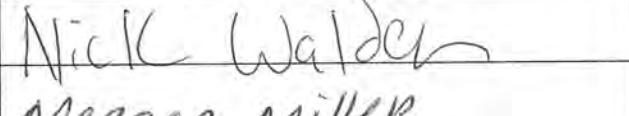
To Members of the City Council,

As an employee of Chevron in Lake Stevens WA. I am in full support of retail marijuana opening in Frontier Village. We are excited for the increased traffic this store will provide and how that will create more business for all of us. Thank you for your expedited process that will allow their business to open soon.

Thank you

Signature

Printed Name

	 Jerry Shields
	Brendan Jones
  	 Nick Walker
	Meagan Miller
	Breanna Piatz

To Members of the City Council,

I am a employee of GAMES PLUS I have no problem with a retail marijuana store opening in Frontier Village. I welcome new businesses in the area that create more traffic and possible customers for everyone. A business such as this, that complies with state law should be able to open. Thank you for moving forward the process to allow more business traffic in the area.

Thanks,



Kelly Foebig

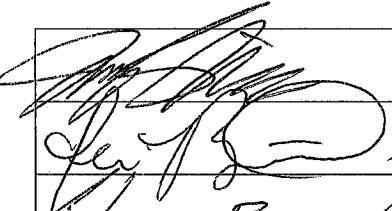
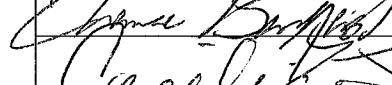
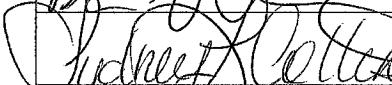
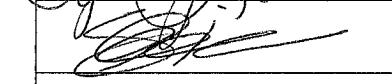
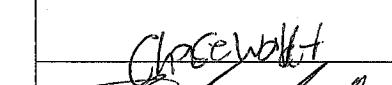
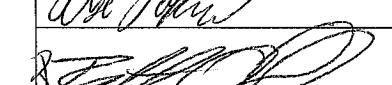
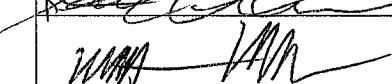
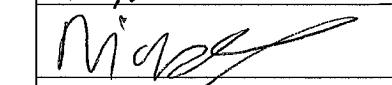
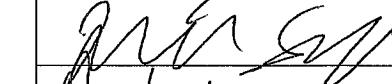
To whom it may concern,

I'm writing to express my excitement for having a second recreational marijuana store in Lake Stevens.

The location could not be better. It will be very convenient and in a safe, highly trafficked area. I am hopeful that this store will be open in the near future.

Thanks

Signature	Printed Name	Residence Zip code
-----------	--------------	--------------------

	Jerry Shields	98258
	LEVI BISSITT	98258
	Chance Borgquist	98258
	CECILIA JENSEN	98258
	Brian Pfleiderer	98258
	Sydney L. Collins	98258
	Shelley Dixon	98258
	Chase Wolf	98258
	Brandon Lemieux	98258
	Beau Frueh	98258
	Lisa Lakowski	98258
	ROBERT ORELLANA	98258
	Matt Donoghue	98258
	Nicole Hatfield	98258
	JACOB SMITH	98258
	Nick Walden	98258

Dear Council Member,

I am aware that a second recreational store is going in at Frontier Village. This area will be perfect. It is very convenient for me and the many errands that I run in the area throughout the day. I look forward to its opening.

Thanks

<u>Signature</u>	<u>Printed Name</u>	<u>Residence zip Code</u>
------------------	---------------------	---------------------------

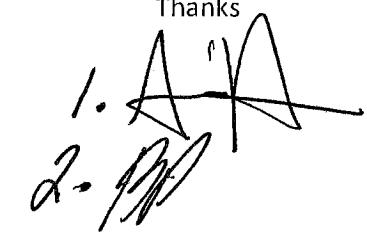
<u>Angie</u>	Cori Fessenden	98258
<u>Mike Shields</u>	Mike Shields	98258
<u>Nancy Shields</u>	Nancy Shields	98258
<u>Jeffrey C.</u>	Jennifer	98258
<u>Jeff C.</u>	Blake Wilson	98270
<u>Raymond Bagdarian</u>	Raymond Bagdarian	98223
<u>Daniel Trotter</u>	Daniel Trotter	98258
<u>E.A. Galloway</u>	E.A. Galloway	98258
<u>Kris Ricarra</u>	Kris Ricarra	98258
<u>A. M.</u>	A. Micali	98258
<u>Kelsey Brown</u>	Kelsey Brown	98258
<u>Cody McLead</u>	Cody McLead	98258
<u>Kaylee Watts</u>	Kaylee Watts	98258
<u>Dale Daniels</u>	Dale Daniels	98258
<u>Levelle Edwards</u>	Levelle Edwards	98270
<u>William S. Hyde</u>	William S. Hyde	98252

To whom it may concern,

I'm writing to express my excitement for having a second recreational marijuana store in Lake Stevens.

The location could not be better. It will be very convenient and in a safe, highly trafficked area. I am hopeful that this store will be open in the near future.

Thanks

1. 
2. 
3.
4.



LASHER
HOLZAPFEL
SPERRY &
EBBERSON

PLLC

November 30, 2017

ATTORNEYS AT LAW 601 UNION STREET, SUITE 2600
SEATTLE WA 98101-4000 / TELEPHONE 206 624-1230 / FAX 206 340-2563
WWW.LASHER.COM

EMAIL: MESSMER@LASHER.COM
DIRECT LINE: 206-654-2440

via email attachment and U.S. mail

Mayor John Spencer
City of Lake Stevens
1812 Main Street
P.O. Box 257
Lake Stevens, WA 98258

Re: SMP Retail, LLC - LUA2017-0083 - Proposed Retail Marijuana Location

Dear Mayor Spencer:

We represent LCN, LLC, which owns and operates Norm's Market at 10027 Lundeen Parkway. I am writing to you with respect to the above-referenced application, which we understand seeks approval for a retail marijuana store location at 909 Frontage Road (Frontier Village). I am also writing with respect to the public hearing which we understand will be conducted by the Lake Stevens City Council on December 12, on the issues of whether to allow an additional retail marijuana store to be opened within the City, and whether such businesses should be allowed in Commercial Districts, which I understand to include Frontier Village.

Through a public records request, my clients have obtained the enclosed copy of a petition supporting SMP Retail's application, signed by four hourly employees of Norm's Market. While those employees have the right to comment on the application as private citizens, they have no authority to speak on behalf of their employer, Norm's Market, as the petition could be read to imply.

Please be advised that our client as owner of Norm's Market opposes the pending application by SMP Retail, LLC for approval of a retail marijuana store at Frontier Village. Our client also opposes any change in the Lake Stevens City Code which could allow additional retail marijuana store locations in the City, beyond the one which currently exists.

Thank you for the opportunity to clarify the record.

Very truly yours,

Dean A. Messmer

cc: Client

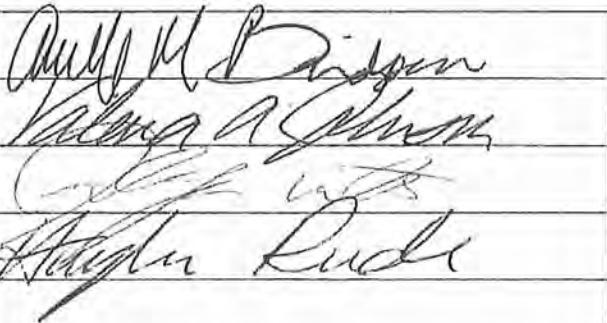
To Members of the City Council,

As an employee of Norms Market in Lake Stevens WA. I am in full support of retail marijuana opening in Frontier Village. We are excited for the increased traffic this store will provide and how that will create more business for all of us. Thank you for your expedited process that will allow their business to open soon.

Thank you

Signature

Printed Name

	Amber M. Bridges Valena A. Johnson Jendaylo (u/1892) Haylie Rude

**CITY OF LAKE STEVENS
Lake Stevens, Washington**

ORDINANCE NO. 1009

**AN ORDINANCE OF THE CITY OF LAKE STEVENS, WASHINGTON
REPEALING INTERIM ORDINANCE NO. 1003; PROHIBITING THE
ESTABLISHMENT, SITING, LOCATION, PERMITTING, LICENSING OR
OPERATION OF NEW RETAIL LOCATIONS TO SELL MARIJUANA IN THE
COMMERCIAL DISTRICT; AND ESTABLISHING AN EFFECTIVE DATE.**

WHEREAS, Initiative Measure No. 502 (I-502), approved by the voters of Washington state on November 6, 2012, legalized the production, sale and use of marijuana products purchased from State licensed stores for adults age twenty-one (21) and over; and

WHEREAS, on February 10, 2014 the Lake Stevens City Council adopted Ordinance 908 related to the siting and administration of marijuana facilities; and

WHEREAS, Second Engrossed Substitute House Bill 2136 and Senate Bill 5052 revised state requirements for state marijuana regulations; and

WHEREAS, on May 10, 2016, the Lake Stevens City Council adopted Ordinance 958 amending its marijuana regulations; and

WHEREAS, on May 05, 2017, the City received a citizen-initiated application to amend the municipal code to allow a second retail location; and

WHEREAS, The Lake Stevens City Council and Planning Commission have reviewed proposed changes to the city's marijuana regulations following the receipt of a citizen-initiated code amendment; and

WHEREAS, on October 10, 2017, the Lake Stevens City Council on a vote of 4-0-0, directed staff to bring forward an interim ordinance to prohibit the retail sales of marijuana in the Commercial District; and

WHEREAS, on October 18, 2017, the Lake Stevens SEPA Official issued a Determination of Non-Significance; and

WHEREAS, on October 18, 2017, Lake Stevens staff requested expedited review from the Department of Commerce for the proposed amendments to the city's regulations; and

WHEREAS, on October 24th, 2017, the Lake Stevens City Council adopted interim Ordinance 1003 prohibiting the retail sales of marijuana in the Commercial District; and

WHEREAS, on November 15, 2017 the Lake Stevens Planning Commission held a duly advertised public hearing and recommended that the total number of allowed marijuana retail sales facilities within the City remain as one; that marijuana retail sales be restricted to the Light and General Industrial Districts; and that marijuana retail sales be prohibited in the Commercial District.

WHEREAS, on October 24 the Lake Stevens City Council held a duly advertised public hearing and concurred with the recommendation of the Planning Commission that the total number of marijuana retail sales facilities within the City remain as one; that marijuana retail sales be restricted to the Light and General Industrial Districts; and that marijuana retail sales be prohibited in the Commercial District.

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

Section 1. The above "Whereas" paragraphs constitute findings of fact in support of the zoning established by this Ordinance and said findings are fully incorporated into this Ordinance. The City Council also adopts the Findings and Conclusions recommended by the Lake Stevens Planning Commission attached hereto as **Exhibit A**, dated November 15, 2017.

Section 2. Interim Ordinance No. 1003 is hereby repealed in its entirety.

Section 3. Section 14.38.020(b) of the Lake Stevens Municipal Code) is hereby amended to read as follows (all other sections and subsections of LSCM 14.38.020 remain as codified):

(b) Commercial District (CD). The purpose of this district is to accommodate the high-intensity retail needs of the community and regional market by attracting a mix of large to small format retail stores and

restaurants to create a vibrant and unified regional shopping center. Transportation accessibility, exposure to highways and arterials with adequate public services and traffic capacity characterize this district.

(1) Principal Uses.

- (i) Accommodation services;
- (ii) Arts and entertainment;
- (iii) Food services;
- (iv) Retail trade; and
- (v) Transit-oriented development (including transit facilities/stops).

(2) Secondary Uses.

- (i) Amusement and recreation industries;
- (ii) Commercial parking structures/lots;
- (iii) Educational services (colleges and/or technical schools);
- (iv) Finance and insurance;
- (v) Health care services;
- (vi) Information services;
- (vii) Personal services;
- (viii) Professional, scientific, and technical services;
- (ix) Public administration; and
- (x) Warehousing, storage and distribution.

(3) Residential Uses.

- (i) Mixed use multi-family residential units including apartments, condominiums, and live/work units, where the majority of residential units are located above commercial uses.

(4) Special Regulations.

- (i) Health care, professional, scientific, and technical services require a conditional use permit per Section 14.16C.045 when the structure's footprint exceeds 10,000 gross square feet;
- (ii) Places of worship over 10,000 gross square feet require a conditional use permit per Section 14.16C.045;
- (iii) Wireless and cellular communications facilities require an administrative conditional use permit per Section 14.16C.015;
- (iv) Warehousing, storage and distribution accessory to the principal use shall not exceed 25 percent of the gross floor area of individual structures, unless a conditional use permit is granted per Section 14.16C.045;
- (v) Outdoor retail sales of building materials, garden equipment and supplies, and vehicles are permitted; and
- (vi) ~~Marijuana retail facilities are permitted, subject to Section 14.44.097. Marijuana retail facilities are not allowed.~~

Section 4. Ordinance to be Transmitted to Department. Pursuant to RCW 36.70A.106, a copy of this Ordinance shall be transmitted to the Washington State Department of Commerce.

Section 5. Severability. If any section, clause, and/or phrase of this Ordinance is held invalid by a court of competent jurisdiction, such invalidity and/or unconstitutionality shall not affect the validity and/or constitutionality of any other section, clause and/or phrase of the Ordinance.

Section 6. Effective Date. This Ordinance shall take effect five (5) days after passage and publication of an approved summary thereof consisting of the title, PROVIDED, HOWEVER, that unless extended by the act of the Lake Stevens City Council, this Ordinance shall automatically expire six (6) months following its effective date.

ADOPTED by the City Council and **APPROVED** by the Mayor this 12th day of December 2017.

CITY OF LAKE STEVENS

By: _____
John Spencer, Mayor

ATTEST/AUTHENTICATED:

By: _____
Kathleen Pugh, Deputy City Clerk.

APPROVED AS TO FORM:

By: _____
Grant K. Weed, City Attorney

1st and Final Reading: _____
Date of Publication: _____

Effective Date: _____



November 15, 2017

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

Subject: Planning Commission Recommendation on Marijuana Code Amendments

Dear Council Members:

The Lake Stevens Planning Commission held a public hearing on Wednesday, November 15, 2017 to consider amendments to the city's marijuana regulations to prohibit marijuana sales in the Commercial District.

Commissioners Present: Commissioners Davis, Oslund, Hoult, Huxford, Trout, Gailey and Ali

PLANNING COMMISSION PUBLIC HEARING (November 15, 2017)

Planning and Community Development staff presented the proposed code amendments, provided City Council's direction, summarized findings and conclusions from the staff report, and answered the Commission's questions related to the proposed amendments to the city's marijuana regulations.

Several members of the public were present at the public hearing; many provided testimony. Testimony was mixed with some people supporting a second retail marijuana facility and some people expressing concerns over an additional store and the proposed location near Frontier Village.

The Planning Commission discussion focused on the difference between medical use and recreational use of marijuana, lack of enthusiasm for a second store, specifically in the Commercial District, law enforcement and community image.

FINDINGS AND CONCLUSIONS

The Planning Commission hereby adopts staff's findings and conclusions, as outlined in the staff report dated November 15, 2017 and concludes that the proposed amendments:

1. Are consistent with the adopted Lake Stevens Comprehensive Plan;
2. Comply with the Growth Management Act, State Environmental Policy Act; and
3. Met local process requirements for noticing and public participation.

PLANNING COMMISSION RECOMMENDATION

MOTION (Code Amendment) – Commissioner Trout made motion to approve the recommendation to Council that limits marijuana retail sale to one store and prohibits marijuana facilities in the Commercial District. Commissioner Oslund seconded. The motion carried 7-0-0-0.

Respectfully submitted,

Lake Stevens Planning Commission

Jennifer Davis, Planning Commission Chairperson, on behalf of the Planning Commission



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LAKE STEVENS CITY COUNCIL
STAFF REPORT

Council Agenda Date: December 12, 2017

Subject: Interim Ordinance 1004 temporarily prohibiting the establishment, siting, location, permitting, licensing or operation of supervised drug consumption facilities.

Contact Person/Department: Russ Wright, Planning & Community Development **Budget Impact:** none

RECOMMENDATION(S)/ACTION REQUESTED OF COUNCIL:

1. Hold a public hearing and take public comment on Ordinance 1004 temporarily prohibiting the establishment, siting, location, permitting, licensing or operation of supervised drug consumption facilities within the City of Lake Stevens pursuant to the authority of RCW 36.70A.390.
2. Direct staff to consider options for permanent regulations, including potentially banning such facilities within the city of Lake Stevens as part of the work program in 2018.

BACKGROUND/HISTORY:

In 2016, King County and the cities of Seattle, Renton, and Auburn convened a Heroin and Opioid Addiction Task Force, which released a report in September 2016. The report included recommendations to prevent opioid addiction and improve opioid use disorder outcomes in King County, including a recommendation to establish, on a pilot program basis, at least two sites for supervised opioid consumption in King County.

Snohomish County and other jurisdictions within the state are and have enacted similar interim ordinances or moratoria to prohibit the siting of supervised drug consumption facilities within their jurisdictions while they consider permanent regulations. The recommendation to establish supervised drug consumption facilities in the region highlights the lack of regulation of such facilities within the city of Lake Stevens. Concerns have been expressed about potential negative impacts to the community that could occur if such a facility were to be sited within the city without thoughtful public input and consideration of regulations.

To prevent the establishment of supervised drug consumption facilities, the Council passed an interim ordinance prohibiting the siting of supervised drug consumption facilities on October 24, 2017. These temporary regulations will be in place while the City Council and Planning Commission explore potential remedies and consider options for permanent regulations, including potentially banning such facilities altogether. In compliance with RCW 36.70A.390, the City Council is holding this public hearing to receive public testimony on Ordinance 1004 (**Attachment A**), which temporarily prohibits the establishment, siting, location, permitting, licensing or operation of supervised drug consumption facilities in Lake Stevens. Notice of the public hearing was published in the Everett Herald on December 01 and December 06, 2017.

The project scope would include a review of legal policy, topical research and a review of other jurisdictions' codes with the Planning Commission and drafting of permanent regulations followed by a public hearing and recommendation to City Council per the adopted schedule and work plan (**Attachment B**).

APPLICABLE CITY POLICIES: Chapters 14.08, and 14.40 of the Lake Stevens Municipal Code

BUDGET IMPACT: There is not a budget impact.

EXHIBITS (attached):

Attachment A – Adopted Ordinance 1004

Attachment B - Work Plan (Supervised Drug Consumption Facility Ordinance)

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

ORDINANCE NO. 1004

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF LAKE STEVENS,
WASHINGTON RELATING TO GROWTH MANAGEMENT, ADOPTING AN
INTERIM OFFICIAL CONTROL PROHIBITING THE SITING OF SUPERVISED
DRUG CONSUMPTION FACILITIES AND AMENDING LSMC 14.08.010 AND
LSMC 14.40.090 (TABLE 14.40-I: TABLE OF PERMISSIBLE USES BY ZONES),
DECLARING AN EMERGENCY AND SETTING A DATE FOR PUBLIC
HEARING.**

WHEREAS, in March 2016, King County and the cities of Seattle, Renton, and Auburn convened a Heroin and Opioid Addiction Task Force; and

WHEREAS, in September 2016, the Heroin and Opioid Addiction Task Force released a report with recommendations to prevent opioid addiction and improve opioid use disorder outcomes in King County; and

WHEREAS, one of the recommendations of the Heroin and Opioid Addiction Task Force was to establish, on a pilot program basis, at least two sites for supervised opioid consumption in King County; and

WHEREAS, Lake Stevens does not currently regulate the siting and establishment of supervised drug consumption facilities; and

WHEREAS, the City Council has concerns about negative impacts to communities resulting from supervised drug consumption facilities; and

WHEREAS, the City Council wishes to research and explore options for regulating the siting and establishment of supervised drug consumption facilities, including potentially prohibiting the siting and establishment of such facilities within the City; and

WHEREAS, without adequate regulations and review processes, new supervised drug consumption facilities may locate in areas that would create negative impacts and potential public safety issues for the City; and

WHEREAS, the City Council wishes to prevent supervised drug consumption facilities or uses from siting or commencing such use in the City during the period of time necessary for the City to consider appropriate regulations for such facilities; and

WHEREAS, Lake Stevens is an optional municipal code City and RCW 35A.11.020 confers broad legislative powers on the City's Council;

WHEREAS among the City's powers is the power to plan and zone under Chapter 35A.63 RCW;

WHEREAS, RCW 35A.63.220 provides that the City Council may adopt a moratorium, interim zoning ordinance, interim zoning map, and/or interim official control; and,

WHEREAS, RCW 36.70A.390 authorizes the City Council to adopt an immediate moratorium, interim zoning ordinance, interim zoning map, and/or interim official control for a period of up to twelve (12) months if a public hearing on the proposal is held within at least sixty (60) days of its adoption and a work plan is developed for related studies providing for the period; and

WHEREAS, moratoria, interim zoning ordinances, interim zoning maps, and interim official controls enacted under RCW 35A.63.220 are methods by which local governments may preserve the status quo so that new regulations will not be rendered moot by intervening development.

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

Section 1. The City Council makes the following findings and conclusions:

A. The City Council adopts and incorporates the foregoing recitals as findings as if set forth fully herein.

B. Proposals to open supervised drug consumption facilities within the region have highlighted the lack of regulation of such facilities and uses within the City.

C. The interim zoning regulations in LSCM 14.08.010 and LSCM 14.40.090 (Table 14.40-I: Table of Permissible Uses By Zones) will prohibit new supervised drug consumption facilities from locating or establishing such a use in the City while regulations that address the siting of supervised drug consumption facilities, including the possibility of prohibiting such facilities entirely, are considered.

D. It is in the best interest of Lake Stevens to prohibit supervised drug consumption facilities from locating or establishing such a use in the City at this time, pending further research, study and public engagement on potential long-term regulatory changes.

E. The proposed interim official control will promote the public health, safety, morals, and general welfare, and it is consistent with the goals and policies of the City's Comprehensive Plan.

F. This ordinance satisfies the procedural and substantive requirements of and is consistent with the GMA.

G. Pursuant to WAC 197-11-880 and LSCM 16.04.050, the adoption of this ordinance is exempt from the requirements for a threshold determination under the State Environmental Policy Act (SEPA).

Section 2. The City Council finds and concludes that adopting an interim official control to regulate the siting of supervised drug consumption facilities is necessary for the immediate preservation of the public peace, health or safety. Non-emergency options would not be adequate to prevent supervised drug consumption facilities from opening in neighborhoods where they would be detrimental to the public peace, health, and safety. Based on the foregoing, the City Council declares that a public emergency exists under RCW 35A.12.130 and this ordinance shall take effect immediately if passed by a majority plus one vote of the City Council.

Section 3. Lake Stevens Municipal Code Section 14.08.010 Definitions of Basic Terms is amended to read as follows (adding a definition for "Supervised drug consumption facility"):

14.08.010 Definitions of Basic Terms.

Unless otherwise specifically provided, or unless clearly required by the context, the words and phrases defined in this section shall have the meaning indicated when used in this title.

Access Easement. An easement for vehicle access over another piece of property and dedicated primarily for ingress/egress to one or more lots.

Access Tract. A privately owned tract of land used primarily for ingress/egress for four or fewer dwelling units.

Accessory Use. (See Section 14.40.050)

Accommodation Services. Facilities that provide lodging or short-term accommodations for travelers, vacationers, and others that include bed and breakfasts, hotels, inns, and motels.

Administrative Conditional Use (previously *Special Use*). A use allowed in a zone after review by the department and with approval of permit conditions as necessary to make the use compatible with other permitted uses in the same vicinity and zone.

Adult Entertainment.

(a) “Adult entertainment establishments” means adult motion picture theaters, adult drive-in theaters, adult bookstores, adult cabarets, adult video stores, adult retail stores, adult massage parlors, adult sauna parlors or adult bathhouses, which are defined as follows:

(1) “Adult bathhouse” means a commercial bathhouse which excludes any person by virtue of age from all or any portion of the premises.

(2) “Adult bookstore” means a retail establishment in which:

(i) Ten percent or more of the “stock-in-trade” consists of books, magazines, posters, pictures, periodicals or other printed materials distinguished or characterized by an emphasis on matter depicting, describing or relating to “specified sexual activities” or “specified anatomical areas”; and

(ii) Any person is excluded by virtue of age from all or part of the premises generally held open to the public where such material is displayed or sold.

(3) “Adult cabaret” means a commercial establishment which presents go-go dancers, strippers, male or female impersonators, or similar types of entertainment and which excludes any person by virtue of age from all or any portion of the premises.

(4) “Adult massage parlor” means a commercial establishment in which massage or other touching of the human body is provided for a fee and which excludes any person by virtue of age from all or any portion of the premises in which such services are provided.

(5) “Adult motion picture theater” means a building, enclosure, or portion thereof, used for presenting material distinguished or characterized by an emphasis on matter depicting, describing, or relating to “specified sexual activities” or “specified anatomical areas” for observation by patrons therein.

(6) "Adult retail store" means retail establishment in which:

- (i) Ten percent or more of the "stock-in-trade" consists of books, magazines, posters, pictures, periodicals or other printed materials distinguished or characterized by an emphasis on matter depicting, describing or relating to "specified sexual activities" or "specified anatomical areas"; and
- (ii) Any person is excluded by virtue of age from all or part of the premises generally held open to the public where such material is displayed or sold.

(7) "Adult sauna parlor" means a commercial sauna establishment which excludes any person by virtue of age from all or any portion of the premises.

(8) "Adult video store" means a retail establishment in which:

- (i) Ten percent or more of the stock-in-trade consists of books, magazines, posters, pictures, periodicals or other printed materials distinguished or characterized by an emphasis on matter depicting, describing or relating to specified sexual activities or specified anatomical areas; and
- (ii) Any person is excluded by virtue of age from all or part of the premises generally held open to the public where such material is displayed or sold.

(b) "Specified anatomical areas" means:

- (1) Less than completely and/or opaquely covered human genitals, pubic region, buttock, or female breast below a point immediately above the top of the areola;
- (2) Human male genitals in a discernably turgid state even if completely or opaquely covered.

(c) "Specified sexual activities" means:

- (1) Acts of human masturbation, sexual intercourse, or sodomy; or
- (2) Fondling or other erotic touching of human genitals, pubic region, buttock or female breast; or
- (3) Human genitals in a state of sexual stimulation or arousal.

(d) "Stock-in-trade" means:

- (1) The dollar value of all products, equipment, books, magazines, posters, pictures, periodicals, prerecorded video tapes, discs, or similar material readily available for purchase, rental, viewing, or use by patrons of the establishment, excluding material located in any storeroom or other portion of the premises not regularly open to patrons; or
- (2) The number of titles of all products, equipment, books, magazines, posters, pictures, periodicals, other printed materials, prerecorded video tapes, discs, or similar material readily available for purchase, rental, viewing, or use by patrons of the establishment, excluding material located in any storeroom or other portion of the premises not regularly open to patrons.

Agency with Jurisdiction. An agency with authority to approve, veto, or finance all or part of a SEPA-nonexempt proposal (or part of a proposal). The term does not include an agency authorized to adopt rules or standards of general applicability that could apply to a proposal, when no license or approval is required from the agency for the specific proposal. The term also does not include a local, State, or federal agency involved in approving a grant or loan, that serves only as a conduit between the primary administering agency and the recipient of the grant or loan. Federal agencies with jurisdiction are those from which a license or funding is sought or required.

Agriculture Land. Land used for commercial production (as shown by record of any income) of horticultural, viticultural, floricultural, dairy, apiary, or animal products, or of vegetables, Christmas trees, berries, grain, hay, straw, turf, seed, or livestock, and that has long-term (six years or longer) commercial significance for agricultural production.

Alley. A thoroughfare or right-of-way, usually narrower than a street, which provides access to the rear boundary of two or more residential or commercial properties and is not intended for general traffic circulation. Alleys are only permitted for properties fronting a public road.

Alteration. Any human-induced action which impacts the existing condition of a critical area. Alterations include but are not limited to grading; filling; dredging; draining; channelizing; cutting, pruning, limbing or topping, clearing, relocating or removing vegetation; applying herbicides or pesticides or any hazardous or toxic substance; discharging pollutants; grazing domestic animals; paving, construction, application of gravel; modifying for surface water management purposes; or any other human activity that impacts the existing vegetation, hydrology, wildlife or wildlife habitat. Alteration does not include walking, passive recreation, fishing or other similar activities.

Amusement and Recreation. Enterprises that operate facilities or provide services that enable patrons to participate in recreational activities or pursue amusement, hobby, and leisure-time interests that may include specific uses, such as amusement parks, arcades, golf courses, and bowling centers.

Animated Display Boards. Any display designed to catch attention by using animated graphics or moving text, excluding information screens located on drive-through window menu boards which are used to convey order information to the customer.

Antenna. Equipment designed to transmit or receive electronic signals.

Antenna Array. Consists of one or more rods, panels, discs or similar devices used for the transmission or reception of radio frequency signals, which may include omni-directional antenna (rod), directional antenna (panel) and parabolic antenna (disc).

Appeal (Definition related to flood permits only). A request for a review of the interpretation of any provision of this title or a request for a variance.

Applicant. A person, partnership, corporation, or other legal entity who applies for any approval under this title and who is an owner of the subject property or the authorized agent of the owner. The applicant for a project permit is deemed to be a participant in any comment period, open record hearing, or closed record appeal.

Aquifer Recharge Area. Geological formations with recharging areas having an effect on aquifers used for potable water where essential source of drinking water is vulnerable to contamination.

Arts and Entertainment. Enterprises involved in producing or promoting performances, events, exhibits, or spectator sports intended for public viewing; and enterprises that exhibit objects of historical, cultural, and educational interest or animals, such as art galleries, museums and zoos.

Base Flood. The flood having a one percent chance of being equaled or exceeded in any given year (also referred to as the “100-year flood”). The area subject to the base flood is the special flood hazard area designated on Flood Insurance Rate Maps as Zones “A” or “V” including AE, AO, AH, A1-99 and VE.

Base Flood Elevation (BFE). The elevation of the base flood above the datum of the effective FIRM to which floodwater is anticipated to rise during the base flood.

Basement. Any area of a building having its floor below ground level (subgrade) on all sides in relationship to Chapter [14.64](#), Part I, and Chapter [14.88](#), Part V.

Best Available Science. Current scientific information, which is used to designate, regulate, protect, or restore critical areas and which is derived from a valid scientific process as set forth in WAC [365-195-900](#) through [365-195-925](#) and Section [14.88.235](#).

Best Management Practices (BMPs). The best available conservation practices or systems of practices and management measures that:

- (a) Control soil loss and protect water quality from degradation caused by nutrients, animal waste, toxins, and sediment; and
- (b) Minimize adverse impacts to surface water and groundwater flow, circulation patterns, and to the chemical, physical, and biological characteristics of critical areas.

Billboard. An off-premises sign owned by a person, corporation, or other entity that engages in the business of selling the advertising space on that sign.

Binding Site Plan. A drawing to a scale specified in this title which: (a) identifies and shows the areas and locations of all streets, roads, improvements, utilities, open spaces, and any other matters specified herein; (b) contains inscriptions or attachments setting forth such appropriate limitations and conditions for the use of the land as are established in this title; and (c) contains provisions making any development be in conformity with the site plan.

Block. A group of lots, tracts, or parcels within well defined and fixed boundaries.

Boarding House. A residential use consisting of at least one dwelling unit together with more than two rooms that are rented or are designed or intended to be rented but which rooms, individually or collectively, do not constitute separate dwelling units. A rooming house or boarding house is distinguished from a tourist home in that the former is designed to be occupied by longer term residents (at least month-to-month tenants) as opposed to overnight or weekly guests.

Boathouse or Boat Shelter. An over-water structure specifically designed or used for storage of boats with permanent walls and/or roofs.

Bog. A wetland with limited drainage and generally characterized by extensive peat deposits and acidic waters. Vegetation can include, but is not limited to, sedges, sphagnum moss, eriogonums, shrubs, and trees.

Bond. A written certificate guaranteeing to pay up to a specified amount of money if specified work is not performed; or any similar mechanism whereby the City has recourse to an identified fund from which to secure performance of specified work.

Boundary Line Adjustment. The adjustment of boundary lines between two abutting platted or unplatted lots, tracts or parcels, which does not create any additional lot, tract, parcel, or site and which results in no lot, tract, parcel, or site that contains insufficient area and dimension to meet minimum requirements for width and area.

Breakaway Wall. A wall that is not part of the structural support of the building and is intended through its design and construction to collapse under specific lateral loading forces, without causing damage to the elevated portion of the building or supporting foundation system in relationship to Chapter [14.64](#), Part I, and Chapter [14.88](#), Part V.

Buffer Areas, Wetlands. Areas that are contiguous to and protect a critical area and are required for the continued maintenance, functioning, and/or structural stability of a critical area.

Buffer Management. An activity proposed by a public agency, public utility, or private entity, and approved by the Planning and Community Development Director, within a buffer required by this title, that is proposed to:

- (a) Reduce or eliminate a verified public safety hazard;
- (b) Maintain or enhance wildlife habitat diversity; or
- (c) Maintain or enhance a fishery or other function of stream, wetland, or terrestrial ecosystems.

Building. A structure designed to be used as a place of occupancy, storage or shelter.

Building, Accessory. A minor building that is located on the same lot as a principal building and that is used incidentally to a principal building or that houses an accessory use.

Building Permit. An official document or certificate issued by the Building Official authorizing performance of construction or alteration of a building or structure.

Building, Principal. The primary building on a lot or a building that houses a principal use.

Bulletin Board. A board or wall on which bulletins, notices or displays are attached by pushpin, tape, staple or similar method and which are intended for communicating information to the target audience at a close distance, usually not to exceed four feet.

Cannabis. All parts of the plant Cannabis, whether growing or not; the seeds thereof; the resin extracted from any part of the plant; and every compound, manufacture, salt, derivative, mixture, or preparation of the plant, its seeds, or resin. For the purposes of this definition, "cannabis" does not include the mature stalks of the plant, fiber produced from the stalks, oil or cake made from the seeds of the plant, any other compound, manufacture, salt, derivative, mixture, or preparation of the mature stalks, except the resin extracted therefrom, fiber, oil, or cake, or the sterilized seed of the plant which is incapable of germination. The term "cannabis" includes cannabis products and useable cannabis.

Carriage House. A single-level unit on top of a common garage in a cottage housing development.

Certificate of Concurrency. The certificate issued by the Department of Planning and Community Development upon finding that an application for a development approval will not result in the reduction of the level of service standards set forth in the Comprehensive Plan.

Certify. Whenever this title requires that some agency certify the existence of some fact or circumstance to the city, the city may require that such certification be made in any manner that provides reasonable assurance of the accuracy of the certification. By way of illustration, and without limiting the foregoing, the city may accept certification by telephone from some agency when the circumstances warrant it, or the city may require that the certification be in the form of a letter or other document.

Change of Use. A change of the type of use of a building from one principal use category to another. It shall be determined to have occurred when it is found that the general character of the building use has been modified and results in an intensification of land use that will require new development conditions to comply with existing regulations.

Channel Migration Area. The area within the lateral extent of likely stream channel movement due to stream bank destabilization and erosion, rapid stream incision, aggradations, avulsions, and shifts in location of stream channels locally characterized to include the outer limits of the special flood hazard area.

Child Care Center (definition related to recreational marijuana facilities regulations only). An entity that regularly provides child day care and early learning services for a group of children for periods of less than 24 hours licensed by the Washington State Department of Early Learning under Chapter [170-295](#) WAC. Child care centers include “Commercial Day Care Center” and “In-Home Day Care” entities.

Circulation Area. That portion of the vehicle accommodation area used for access to parking or loading areas or other facilities on the lot. Essentially, driveways and other maneuvering areas (other than parking aisles) comprise the circulation area.

City. The City of Lake Stevens.

City-Sponsored/Co-Sponsored Event. The City Administrator may consider some events for City sponsorship or co-sponsorship. City-sponsored events must benefit the community as a whole, be open to the general public and offer activities that would encourage the participation of residents.

Classes, Wetland. The wetland taxonomic classification system of the United States Fish and Wildlife Service (Cowardin, et al. 1978).

Clearing. The act of removing or destroying vegetation or other organic plant materials by physical, mechanical, or chemical means.

Cluster. A group of residential dwelling units arranged around usable open space (Cluster Subdivisions, Section 14.48.070) or a common open area (Cottage Housing Development Standards, Chapter 14.46).

Combination Use. A use consisting of a combination on one lot of two or more principal uses separately listed in the Table of Permissible Uses, Section [14.40.010](#). (Under some circumstances, a second principal use may be regarded as accessory to the first, and thus a combination use is not established. See Section [14.40.050](#) (Accessory Uses). In addition, when two or more separately owned or separately operated enterprises occupy the same lot, and all such enterprises fall within the same principal use classification, this shall not constitute a combination use.)

Common Open Area. An area improved for passive recreational use or gardening. A common open area is required to be owned and maintained commonly, through a homeowners' or condominium association or similar mechanism. It does not include cottages, other buildings, driveways, parking areas, and the individual dwelling unit areas that define the spacing around each cottage. Except for interior walkways, it does not include paved surfaces.

Community Group-Care Facility. An agency, other than a foster-family home, which is maintained and operated for the care of a group of children on a 24-hour basis.

Compensation. The replacement, enhancement, or creation of an undevelopable critical area equivalent in functions, values and size to those being altered by or lost to development.

Complete Application. An application which contains all required information and signatures and which is accompanied by payment of all fees required to be submitted by Title [14](#) or by any formal written rule or procedure adopted by the City. (See Section 14.16A.220(f).)

Comprehensive Plan. The City's adopted land use plan.

Concurrency. When adequate public facilities meeting the level of service standard are in place at the time a development permit is issued, or a development permit is issued subject to the determination that the necessary facilities will be in place when the impacts of the development occur, or that improvements or strategy are in place at the time of development or that a financial commitment is in place to complete the improvements or strategies within six years of the time of the development.

Concurrency Determination. A non-binding determination of what public facilities and services are available at the date of inquiry.

Concurrency Management System. The procedures and processes utilized by the City to determine that development approvals, when issued, will not result in the reduction of the level of service standards set forth in the Comprehensive Plan.

Conditional Use. A use allowed in a zone only after review by the Hearing Examiner and with approval of permit conditions as necessary to make the use compatible with other permitted uses in the same vicinity and zone.

Consistency. For the purpose of reviewing a project per ESHB 1724, the term "consistency" shall include all terms used in Chapter IV of that bill and Chapter [36.70A](#) RCW to refer to performance in accordance with Chapter IV of that bill and Chapter [36.70A](#) RCW, including but not limited to compliance, conformity, and consistency.

Construction Facilities. Establishments designed primarily to store construction equipment and materials for the construction of buildings or engineering projects.

Convenience Store. A one story, retail store containing less than 2,000 square feet of gross floor area that is designed and stocked to sell primarily food, beverages, and other household supplies to customers who purchase only a relatively few items (in contrast to a "supermarket"). It is designed to attract and depends upon a large volume of stop and go traffic. Illustrative examples of convenience stores are those operated by the "Arco AM/PM" and "7/11" chains.

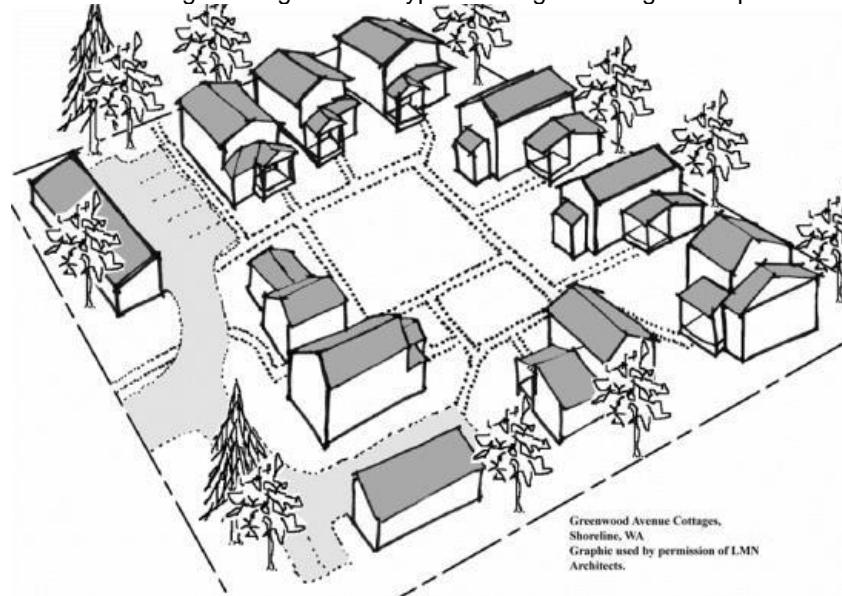
Cooperative. A cooperative established under RCW [69.51A.250](#) to produce and process marijuana only for the medical use of members of the cooperative (definition related to medical marijuana regulations only).

Cottage. A single-family detached dwelling unit, not larger than 1,500 square feet, constructed as part of a cottage housing development. More than one cottage may occupy a single lot.

Cottage Housing Development. One or more clusters of cottages developed under a single land development plan or as part of another land development plan (mixed use development or planned business district) (see Chapter 14.46). A cottage housing development shall have the following characteristics:

- (a) Each cottage is of a size and function suitable for one to three people;
- (b) Each cottage has the construction characteristics of a single-family house as set forth in this chapter;
- (c) Cottages are developed as a detached dwelling or carriage house, common interest community, and share use of common elements such as a common open area, tool shed, community building, gazebo, workshop or parking areas; and
- (d) The site is designed with a unified concept that includes homes surrounding a shared common open area, detached parking arranged on site perimeters, access within the site and from the site, and visually consistent landscaping and architecture.

The following drawing shows a typical cottage housing development:



Greenwood Avenue Cottages,
Shoreline, WA.
Graphic used by permission of LMN
Architects.

Cottage Housing Development Lot. The undivided lot on which a cottage housing development takes place.

Council. The City Council of the City of Lake Stevens.

County Auditor. As defined in Chapter [36.22](#) RCW or the office or person assigned such duties under a county charter.

County Treasurer. As defined in Chapter [36.29](#) RCW or the office or person assigned such duties under a county charter.

Covered Animal. Any hoofed animal usually found on farms, such as horses, ponies, mules, bovine animals, sheep and goats.

Creation, Wetland Mitigation. The manipulation of the physical, chemical, or biological characteristics present to develop a wetland on an upland or deepwater site, where a wetland did not previously exist. Activities typically involve excavation of upland soils to elevation that will produce a wetland hydroperiod, create hydric soils, and support the growth of hydrophytic plant species. Establishment results in a gain in wetland acres.

Crisis Residential Center. An agency which is a temporary protective residential facility operated to perform the duties specified in Chapter [13.32A](#) RCW, in the manner provided in RCW [74.13.032](#) through [74.13.036](#).

Critical Areas. Areas of the City that are subject to natural hazards or any landform feature that carries, holds, or purifies water and/or supports unique, fragile or valuable natural resources including fish, wildlife, and other organisms and their habitat. Critical areas include the following features: geologically hazardous areas, wetlands, streams, frequently flooded hazard areas, fish and wildlife conservation areas, aquifer recharge areas, and groundwater discharge areas.

Critical Facility. A facility necessary to protect the public health, safety and welfare during a flood. Critical facilities include, but are not limited to, schools, nursing homes, hospitals, police, fire and emergency operations installations, water and wastewater treatment plants, electric power stations, and installations which produce, use, or store hazardous materials or hazardous waste (other than consumer products containing hazardous substances or hazardous waste intended for household use) in relationship to Chapter [14.64](#), Part I, and Chapter [14.88](#), Part V.

Critical Habitat. Habitat necessary for the survival of endangered, threatened, sensitive species as listed by the Federal Government or the State of Washington. Habitat for species listed on the candidate list, or monitored species as listed by the Federal Government or the State of Washington, may be considered critical habitat.

Day Care Center, Commercial. Any child care arrangement that provides day care on a regular basis for more than 12 children of whom at least one is unrelated to the provider. See *Child Care Center*.

Day Care, In-Home. Any child care arrangement that provides day care on a regular basis for less than 12 children of whom at least one is unrelated to the provider. See *Child Care Center*.

De Minimis. Lacking significance, importance, or so minor as to merit disregard.

Dedication. The deliberate appropriation of land by an owner for any general and public uses, reserving to himself no other rights than such as are compatible with the full exercise and enjoyment of the public uses to which the property has been devoted. The intention to dedicate shall be evidenced by the owner by the presentment for filing of a final plat or short plat showing the dedication thereon; and the acceptance by the public shall be evidenced by the approval of such plat for filing by the appropriate governmental unit.

Degraded Wetland. A wetland in which the vegetation, soils, and/or hydrology have been adversely altered, resulting in lost or reduced functions and values.

Developable (e.g., *land, acres*). Land on which development can occur per the regulations of this and other titles of the Lake Stevens Municipal Code. Specifically, lands that are considered critical areas per Chapter [14.88](#) (Critical Areas) are not considered developable.

Developable Area. Land outside of critical areas, their setback, and buffers.

Developer. A person, firm or corporation applying for or receiving a permit or approval for a development.

Development (Definition related to flood permits only). Any manmade change to improved or unimproved real estate in the regulatory floodplain, including but not limited to buildings or other structures, mining, dredging, filling, grading, paving, excavation or drilling operations, storage of equipment or materials, subdivision of land, removal of more than five percent of the native vegetation on the property, or alteration of natural site characteristics in relationship to Chapter [14.64](#), Part I, and Chapter [14.88](#), Part V.

Development (Definition related to shoreline permits only). A use consisting of the construction or exterior alteration of structures; dredging, drilling, dumping, filling, removal of sand, gravel or minerals, bulkheading, driving of pilings, placing of obstructions, or any project of a permanent or temporary nature which interferes with the normal public use of the surface of the waters of the State subject to Chapter [90.58](#) RCW at any stage of water level.

Development Activity. Any construction or expansion of a building, structure or use; any change in use of a building or structure; or any changes in the use of land.

Development Approval. An approval issued by a body or officer of the City that authorizes a developer or applicant to take or initiate specific development actions within the City.

Development or Development Proposal. Any land use action or manmade change to improved or unimproved real estate, including but not limited to buildings or other structures, site work, or installation of utilities, regulated by Title [14](#) of the Lake Stevens Municipal Code.

Dimensional Nonconformity. A nonconforming situation that occurs when the height, size, floor space, lot coverage, or other dimensional requirements of a structure or the relationship between an existing building or buildings and other buildings or lot lines does not conform to the regulations applicable to the district in which the property is located.

Disabled. Qualified persons with a disability as that term is defined by the Federal Fair Housing Act Amendments, [42](#) USC Section [12131](#)(2), [442](#) USC 3602(h) and (i) and [42](#) USC Section [12210](#)(b)(1) and (2). The term includes persons with a handicap as that term is defined by applicable Federal and State law as the same exists or is hereafter amended. A handicap is:

- (a) A physical or mental impairment which substantially limits one or more of a person's major life activities;
- (b) A record of having such an impairment; or
- (c) Being regarded as having such an impairment.

The term “disabled” includes alcoholics and recovering drug addicts but does not include those who currently and illegally use controlled substances or who constitute a threat to the community.

DNS (Determination of Nonsignificance). The written decision by the responsible official of the lead agency that a proposal is not likely to have a significant adverse environmental impact, and therefore an EIS is not required. See WAC [197-11-734](#).

Driveway. That portion of the vehicle accommodation area that consists of a travel lane bounded on either side by an area that is not part of the vehicle accommodation area.

DS (Determination of Significance). The written decision by the responsible official of the lead agency that a proposal is likely to have a significant adverse environmental impact, and therefore an EIS is required. See WAC [197-11-736](#).

Duplex. See *Residence, Duplex*.

Dwelling Unit. A single unit providing complete, independent living facilities for one family, including permanent provisions for living, sleeping, eating, cooking and sanitation.

Easement. Land which has specific air, surface, or subsurface rights conveyed for use by someone other than the owner of the subject property or to benefit some property other than the subject property.

Edge. The boundary of a wetland as delineated based on the criteria contained in Chapter [14.88](#).

Educational Services. Facilities that provide instruction and training in a wide variety of subjects by specialized enterprises, such as schools, colleges, universities, and training centers.

Effective Date of This Chapter. Whenever this title refers to the effective date of this chapter, the reference shall be deemed to include the effective date of the chapter as originally adopted, or the effective date of an amendment to it if the amendment creates a nonconforming situation.

Effective Date of This Title. Whenever this title refers to the effective date of this title, the reference shall be deemed to include the effective date of any amendments to this title if the amendment, rather than this title as originally adopted, creates a nonconforming situation.

EIS (Environmental Impact Statement). Defined in WAC [197-11-738](#).

Elementary School (definition related to recreational marijuana facilities regulations only). A school for early education that provides the first four to eight years of basic education and recognized by the Washington State Superintendent of Public Instruction.

Elevated Building. A non-basement building which has its lowest elevated floor raised above ground level by foundation walls, shear walls, post, piers, pilings, or columns.

Elevation Certificate. The official form (Form 81-31) used by FEMA to provide elevation information necessary to determine the proper flood insurance premium rate.

Emergency. An action that must be undertaken immediately or within a time frame too short to allow full compliance with this chapter, in order to avoid an immediate threat to public health or safety, to prevent an imminent danger to public or private property, or to prevent an imminent threat of serious environmental degradation.

Emergent Wetland. A wetland with at least 30 percent of its surface covered by erect, rooted, herbaceous vegetation at the uppermost vegetative strata.

Enhancement, Wetland Mitigation. The manipulation of the physical, chemical or biological characteristics of a wetland site, in order to heighten, intensify or improve functions or to change the growth stage or composition of the vegetation present. Enhancement is undertaken for specified purposes such as water quality improvement, flood water retention or habitat improvement. Activities typically consist of planting vegetation, controlling non-native or invasive species, modifying the site elevation or the proportion of open water to influence hydroperiods, or some combination of these activities. Enhancement results in a benefit to some wetland functions and can lead to a decline in other wetland functions but does not result in a gain in wetland acres. Activities typically consist of planting vegetation, controlling non-native or invasive species, modifying site elevations or the proportion of open water to influence hydroperiods, or some combination of these activities.

Erosion Hazard Areas. Lands or areas that, based on a combination of slope inclination and the characteristics of the underlying soils, are susceptible to varying degrees of risk of erosion.

Essential Public Facility. Any facility owned, operated or contracted to be operated by a unit of local or State government, by a public utility or transportation company, or by any other entity providing a public service as its primary mission may qualify as an essential public facility. In general, an essential public facility is a necessary component of a system or network which provides a public service or good; and may be difficult to site because of potential significant opposition.

Essential Public Facility of a County-Wide Nature. Essential public facilities which serve a population base extending beyond the host community, which may include several local jurisdictions within Snohomish County or a significant share of the total County population.

Essential Public Facility of a Regional or Statewide Nature. Essential public facilities which serve a multi-county population base; and other large public facilities appearing on the Office of Financial Management (OFM) list created and maintained pursuant to Chapter [36.70A](#) RCW.

Event. An “event” is:

- (a) Any organized formation, parade, procession or assembly consisting of persons, animals, motorized or nonmotorized vehicles or any combination thereof, traveling in unison and with a common purpose upon any public street, highway, alley, sidewalk, body of water, or other public right-of-way which does not normally comply with normal and usual traffic regulations or controls; or
- (b) Any organized assemblage of 100 or more persons at any public park, beach, body of water, right-of-way, or other publicly owned property, gathering for a common purpose under the direction and control of a responsible person or agency; or
- (c) Any other organized activity or set of activities conducted by an individual, group or entity for a common or collective use or benefit and which may be conducted on public or private property which would have a direct significant impact on:
 - (1) Traffic congestion or traffic flow to and from the event over public streets, bodies of water or rights-of-way;
 - (2) Public streets or rights-of-way near the event; or

(3) City-provided emergency and/or public services such as those provided by police, fire, medical aid or public works personnel.

Event Sponsor. A person making application to hold, host or sponsor an event or person authorized to make application on behalf of a group, organization or agency to hold, host or sponsor an event and who is responsible for being in compliance with any conditions outlined in the event permit for which application was made.

Exotic Species. Plants or animals that are not native to the Puget Sound Lowlands region.

Expenditure. A sum of money paid out in return for some benefit or to fulfill some obligation. The term also includes binding contractual commitments to make future expenditures, as well as any other substantial changes in position.

Exterior Side Property Line. Means the property line, on a corner lot, that abuts the street that is not the front property line.

Extraordinary Hardship. Prevention of all reasonable economic use of the parcel due to strict application of this chapter and/or programs adopted to implement this chapter.

Facade. Any face of a building.

Family. One or more persons related by blood, marriage or adoption, or a group of not more than six persons (excluding servants), not related by blood, marriage or adoption, living together as a single housekeeping unit in a dwelling unit. The term "family" shall also include consensual living arrangements of any number of disabled persons living in a family-like setting which are protected by the provisions of the Federal Fair Housing Act and the Washington Fair Housing Practices Act, RCW [36.70.990](#).

Farm Animals. Includes but is not limited to covered animals, poultry and rabbits.

FEMA. The Federal Emergency Management Agency, the agency responsible for administering the National Flood Insurance Program.

Final Plat. The final drawing of the subdivision and dedication prepared for filing for record with the county auditor and containing all elements and requirements set forth in Chapter [58.17](#) RCW and in this title.

Finance and Insurance. Enterprises engaged in financial transactions and/or in facilitating financial transactions including banking, insurance and annuities, specialized services facilitating or supporting financial intermediation, insurance, and employee benefit programs.

Fire Department. Lake Stevens Fire District.

Fire Marshal. The City of Lake Stevens Fire Marshal or his designee.

Fish and Wildlife Habitats (of Local Importance). A seasonal range or habitat element with which a given species has a primary association, and which, if altered, may reduce the likelihood that the species will maintain and reproduce over the long-term. These might include areas of relative density or species richness, breeding habitat, winter range, and movement corridors. These also include habitats of limited availability or high vulnerability to alteration, such as cliffs and wetlands.

Flood or Flooding. A general and temporary condition of partial or complete inundation of normally dry land areas from the overflow of inland or tidal waters, and/or the unusual and rapid accumulation of runoff of surface waters from any source.

Flood Fringe. The portion of the floodplain lying outside of the floodway.

Flood Insurance Rate Map (FIRM). The official map on which the Federal Insurance Administration has delineated both the areas of special flood hazards and the risk premium zones applicable to the community.

Flood Insurance Study. The official report provided by the Federal Emergency Management Agency that includes flood profiles, the Flood Insurance Rate Map, and the water surface elevation of the base flood.

Floodplain. See *Regulatory Floodplain*.

Flood Protection Elevation (FPE). The base flood elevation plus one foot.

Floodway. The channel of a stream or other watercourse and the adjacent land areas that must be reserved in order to discharge the base flood without cumulatively increasing the water surface elevation more than one foot at any point. As used in this title, the term refers to that area designated as a floodway on the Flood Insurance Rate Map prepared by the U.S. Federal Emergency Management Agency, a copy of which is on file in the Planning and Community Development Department.

Flood Zones. Geographic areas that the FEMA has defined according to varying levels of flood risk. These zones, as depicted on the city's Flood Insurance Rate Map (FIRM), reflect the severity or type of flooding in the area.

Floor Area Ratio (FAR). The ratio of the floor area of a building to the area of the lot on which the building is located.

Flow. The flow rate of a water supply, measured at 20 pounds per square inch (psi) (138 kPa) residual pressure, that is available for firefighting (2006 International Fire Code).

Food Services. Enterprises that prepare meals, snacks, and beverages for on-premises and off-premises consumption including full service restaurants, cafes, fast food restaurants, coffee shops, and taverns.

Footprint. The total floor area, measured at ground level, within the inside perimeter of the exterior walls of the building under consideration.

Forest Land. Land used for growing trees, not including Christmas trees, for commercial purposes (as shown by record of any income) that has long-term (six years or more) commercial significance.

Forested Wetland. Wetlands with at least 20 percent of the surface area covered by woody vegetation greater than 30 feet in height.

Foster-Family Home. An agency which regularly provides care on a 24-hour basis to one or more children, expectant mothers, or persons with developmental disabilities in the family abode of the person or persons under whose direct care and supervision the child, expectant mother, or person with a developmental disability is placed.

Fowl. Birds which are sometimes raised for their eggs or meat including but not necessarily limited to, chickens, turkeys, pigeons, doves, geese, pheasants, and peacocks.

Freestanding Sign. See *Sign, Freestanding.*

Frequently Flooded Areas. Lands indicated on the most current FEMA map to be within the 100-year floodplain. These areas include, but are not limited to, streams, lakes, coastal areas, and wetlands.

Front Property Line. Means the property line abutting a street. In the event of a corner lot, the front property line is that which faces the principal entry into the principal structure.

Functions and Values. The beneficial roles served by critical areas including, but not limited to, water quality protection and enhancement, fish and wildlife habitat, food chain support, flood storage, conveyance and attenuation, groundwater recharge and discharge, erosion control, wave attenuation, aesthetic value protection, and recreation. These roles are not listed in order of priority.

Game Arcade (definition related to recreational marijuana facilities regulations only). An entertainment venue featuring primarily video games, simulators, and/or other amusement devices where persons under 21 years of age are not restricted.

Geologically Hazardous Areas. Areas susceptible to erosion, sliding, seismic activity, or other geological events. They may pose a threat to the health and safety of citizens when used as sites for incompatible commercial, residential or industrial development.

G.I.S. Geographic Information System.

G.P.S. Global Positioning System.

Grading. Any excavating or filling of land, including the duff layer, or any combination thereof.

Gross Floor Area. The total area of a building measured by taking the outside dimensions of the building at each floor level intended for occupancy or storage.

Habitable Floor. Any floor usable for living purposes, which includes working, sleeping, eating, cooking, or recreation, or any combination thereof. A floor used only for storage is not a habitable floor.

Harmony. For the purposes of this title, a project may be found to be in harmony with the area in which it is located in terms of design and use when it meets the following criteria:

Harmony of Design. Where a project is subject to the City's Development Design Guidelines or design regulations within this Title it is presumed to be in harmony with the neighborhood in terms of design when it is found to be in conformance with those guidelines or regulations, even if it does not resemble existing development, as it is the intent of the City Council that neighborhoods should eventually develop or redevelop according to those design specifications. Where a project is not subject to those design guidelines or regulations, it may be found to be in harmony with the neighborhood in terms of design when it generally conforms to the architectural aspects (i.e., those aspects addressed in the Development Design Guidelines) of the existing development.

Harmony of Use. A project may be found to be in harmony with the existing uses of a neighborhood if it causes no significant impacts on surrounding uses or, if it could cause significant impacts, that those

impacts have been mitigated through project design or by conditioning the permit to restrict or limit certain aspects of the use so as to minimize those impacts.

Health and Social Service Facilities- Levels I, II and III:

Level I Health and Social Service Facility (Level I HSSF). A Level I HSSF means a use which occupies a residential structure used by the disabled as a residence along with their family members and caregivers. By way of illustration and not limitation, this definition shall include:

- (a) Group homes for the disabled and consensual living arrangements equivalent to a familial setting which are protected by State or federal law as residential uses.
- (b) Adult family homes, licensed pursuant to RCW [70.128.050](#).
- (c) Foster homes licensed pursuant to Chapter [74.15](#) RCW for the placement of youth, disabled or expectant mothers in a residential setting, including but not limited to Foster Family homes, Community Group Care facilities and Crisis Residential Centers.
- (d) Any other residential facilities for the disabled which must be accommodated in a single-family zone pursuant to RCW [36.70.990](#) (Washington Fair Housing Practices Act).

Level II Health and Social Service Facility (Level II HSSF). A Level II HSSF means a use which is licensed or regulated by the State to provide emergent medical treatment on a 24-hour per day basis or which houses persons in an institutional setting that provides chronic care or medical service on a regular recurring basis to its residents and which includes, but are not limited to a:

- (a) Hospital (including acute alcoholism/drug, psychiatric and State mental hospitals).
- (b) Nursing home.
- (c) Private adult treatment home.
- (d) Mental health facility, adult and child residential.
- (e) Soldiers' home and veterans home.
- (f) Large institutional boarding home for the care of senior citizens and the disabled (sometimes known as assisted living facilities).
- (g) State residential school for hearing and visually impaired.
- (h) Alcoholism and drug residential treatment facility.
- (i) Child birthing center/facility.
- (j) Hospice.

Level III Health and Social Service Facility (Level III HSSF). A Level III HSSF means a use, including commercial enterprises and charitable institutions, which provides social, medical, counseling or other forms of treatment in a clinical setting or on an outpatient basis. Shelters providing services to the homeless or other transients shall be included in this category. Level III HSSF includes, but are not limited to an:

- (a) Ambulatory surgical center.
- (b) Blood bank.
- (c) Medical claims processing facility.
- (d) Counseling, psychological and psychiatric treatment clinics in an office setting.
- (e) Eye bank.
- (f) Renal disease center and kidney dialysis treatment center.
- (g) Home health care agency.
- (h) Medical laboratory.
- (i) Occupational and physical therapy facility.
- (j) Rehabilitation facility.
- (k) Homeless and transient shelter.

Health and Social Service Facilities Levels I, II and III do not include:

- (a) Correctional facilities, including but not limited to, group homes for juvenile offenders, juvenile detention facilities, work release, pre-release, or similar facilities, prisons and jails.
- (b) Secure community transition facilities.

Health Care Services. Facilities that provide health care and social assistance for individuals, such as physicians, dentists, mental health and social health care specialists, nursing facilities, and clinics.

Hearing Examiner. A person appointed by the City to conduct public hearings, make decisions, and prepare a record and findings of fact and conclusions on those permit applications outlined in this title.

Hearing Officer. The person, or chair of the board, before whom a hearing is being held. This can be the Planning Director or the Hearing Examiner.

High Volume Traffic Generation. All uses in the 2.000 classification other than low volume traffic generation uses.

Home Occupation. A commercial activity that: (i) is conducted by a person on the same lot (in a residential district) where such person resides, and (ii) is not so insubstantial or incidental or is not so commonly associated with the residential use as to be regarded as an accessory use (see Section [14.40.050](#), Accessory Uses).

Household Pet. Any domestic or exotic animal which because of its relatively small size, generally gentle temperament, and ability to learn from or serve man is normally bred and raised to live in or around a residence. The term does not include fowl, livestock or bees.

Hydrant, Private. A fire hydrant which is situated and maintained so as to provide water for firefighting purposes, with restrictions as to its use and accessibility as to public use.

Hydrant, Public. A fire hydrant that is situated within a public or private easement or right-of-way and maintained so as to provide water for firefighting purposes without restrictions as to use or accessibility for fire suppression.

Hydric Soil. Soil that is saturated, flooded, or ponded long enough during the growing season to develop anaerobic conditions in the upper part. The presence of hydric soil shall be determined following the methods described in the Washington State Wetlands Identification and Delineation Manual 1997, or as amended hereafter.

Impervious Surface. A hard surface area, which either prevents or retards the entry of water into the soil mantle as it entered under natural conditions prior to development, and/or a hard surface area, which causes water to run off the surface in greater quantities or at an increased rate of flow from the flow present under natural conditions prior to development. Common impervious surfaces include, but are not limited to, roofs, walkways, patios, driveways, parking lots, storage areas, areas that are paved, graveled or made of packed or oiled earthen materials, or other surfaces which similarly impede the natural infiltration of surface and stormwater. Open, uncovered retention/detention facilities shall not be considered as impervious surfaces for the purpose of this chapter.

Infill Development. The creative recycling of vacant or underutilized lands within cities and suburbs. Examples include a vacant lot within an existing neighborhood, surface parking lots, or empty buildings. Infill development can reduce traffic congestion, save open space, and create more livable communities. Infill development contributes to a more compact form of development, which consumes less land and resources and offers increased mobility for those who cannot drive or prefer not to drive.

Information Services. Enterprises that produce and distribute information and cultural products, provide the means to transmit or distribute these products as well as data or communications, and process data including publishing (software, traditional media, and Internet); recording industries; broadcasting industries; and telecommunications industries.

Innovative Housing Options. Different housing styles that provide a choice of housing in the City including, but not limited to, cottages, compact single-family homes, accessory dwelling units, “skinny” houses, and duplexes, triplexes, and fourplexes designed to look like single-family homes.

Internally Illuminated Signs. Signs where the source of the illumination is inside the sign and light emanates through the message of the sign, rather than being reflected off the surface of the sign from an external source. Without limiting the generality of the foregoing, signs that consist of or contain tubes that (a) are filled with neon or some other gas that glows when an electric current passes through it and (b) are intended to form or constitute all or part of the message of the sign, rather than merely providing illumination to other parts of the sign that contain the message, shall also be considered internally illuminated signs.

International Building Code (IBC). The International Building Code as adopted and amended by the City of Lake Stevens.

International Fire Code (IFC). The International Fire Code as adopted and amended by the City of Lake Stevens.

Junk. Any scrap, waste, reclaimable material, or debris, whether or not stored, for sale or in the process of being dismantled, destroyed, processed, salvaged, stored, baled, disposed, or other use or disposition.

Junkyard. Any area, lot, land, parcel, building, or structure, or part thereof, used for the storage, collection, processing, purchase, sale, salvage, or disposal of junk.

Kennel. A commercial operation that: (a) provides food and shelter and care of animals for purposes not primarily related to medical care (a kennel may or may not be run by or associated with a veterinarian), or (b) engages in the breeding of animals for sale.

Lake Stevens. Any lands or waters contained within the incorporated boundaries of the City.

Land Clearing. The cutting, logging, or removal of enough vegetation so that the overall nature of a site's vegetation is altered, except for what would otherwise be considered gardening, landscaping, or yard maintenance on a developed lot or portion of a lot where not all of the lot is developed. For example, selectively logging a few mature trees from many trees would not be considered clearing, while logging all mature trees (even if immature ones are left) so that habitat value or shading is altered, shall be considered clearing. Another example of clearing would be to grub or remove all groundcover (blackberries, etc.) over the area limits specified in the code, while partial grubbing of this area may not be.

Land Uses, High Intensity. Uses which are associated with moderate or high levels of human disturbance or substantial impacts including, but not limited to, a zone classification allowing four or more dwelling units per acre, active recreation, and commercial and industrial land uses.

Land Uses, Low Intensity. Land uses which are associated with low levels of human disturbance or low habitat impacts, including, but not limited to, passive recreation and open space.

Landslide Hazard Areas. Areas that, due to a combination of slope inclination and relative soil permeability, are susceptible to varying degrees of risk of landsliding.

Library (definition related to recreational marijuana facilities regulations only). An organized collection of resources made accessible to the public for reference or borrowing supported with money derived from taxation.

Light Manufacturing and Assembly. Enterprises engaged in the mechanical, physical, or chemical transformation of materials, substances, or assemblage of components into new products. This category typically includes electronics production and assembly, machine shops, medical supplies, clothing manufacturing and similar industries, but does not include smelting, pulp mills, fertilizer production, refineries, animal products, and similar intensive industries that require large footprints and land area.

Live/Work Unit. A structure or portion of a structure combining a commercial/office activity and a residential unit, where the owner of the business or the owner's employee and that person's household occupy the residential space.

Loading and Unloading Area. That portion of the vehicle accommodation area used to satisfy the requirements of Section [14.72.100](#) (Loading and Unloading Areas).

Lot. A fractional part of divided lands having fixed boundaries, being of sufficient area and dimension to meet minimum zoning requirements for width and area. The term shall include tracts or parcels.

If a public body or any authority with the power of eminent domain condemns, purchases, or otherwise obtains fee simple title to or a lesser interest in a strip of land cutting across a parcel of land otherwise characterized as a lot by this definition, or a private road is created across a parcel of land otherwise

characterized as a lot by this definition, and the interest thus obtained or the road so created is such as effectively to prevent the use of this parcel as one lot, then the land on either side of this strip shall constitute a separate lot.

Subject to Section [14.32.020](#) (Nonconforming Lots), the permit-issuing authority and the owner of two or more contiguous lots may agree to regard the lots as one lot if necessary or convenient to comply with any of the requirements of this title.

Lot Area. The total area circumscribed by the boundaries of a lot, except that: (a) when the legal instrument creating a lot shows the boundary of the lot extending into a public street right-of-way, then the lot boundary for purposes of computing the lot area shall be the street right of way line, or if the right-of-way line cannot be determined, a line running parallel to and 30 feet from the center of the traveled portion of the street; and (b) in a residential district, when a private road that serves more than three dwelling units is located along any lot boundary, then the lot boundary for purposes of computing the lot area shall be the inside boundary of the traveled portion of that road.

Lot, Parent. The initial lot from which unit lots are subdivided.

Lot, Unit. One of the individual lots created by the subdivision of a parent lot pursuant to Section [14.46.030](#).

Lowest Floor. The lowest floor of the lowest enclosed area (including basement). An unfinished or flood resistant enclosure, usable solely for parking of vehicles, building access or storage, in an area other than a basement area, is not considered a building's lowest floor, provided that such enclosure is not built so as to render the structure in violation of the applicable non-elevation design requirements per Chapter [14.64](#) (Floodways, Floodplains, Drainage and Erosion).

Low-Volume Traffic Generation. Uses such as furniture stores, carpet stores, major appliance stores, etc. that sell items that are large and bulky, that need a relatively large amount of storage or display area for each unit offered for sale, and that therefore generate less customer traffic per square foot of floor space than stores selling smaller items.

Management of Companies and Enterprises. Enterprises that administer, oversee, and manage the operation of companies, corporations, or enterprises.

Marijuana. All parts of the plant Cannabis, whether growing or not, with a THC concentration greater than 0.3 percent on a dry weight basis; the seeds thereof; the resin extracted from any part of the plant; and every compound, manufacture, salt, derivative, mixture, or preparation of the plant, its seeds or resin. The term does not include the mature stalks of the plant, fiber produced from the stalks, oil or cake made from the seeds of the plant, any other compound, manufacture, salt, derivative, mixture, or preparation of the mature stalks (except the resin extracted therefrom), fiber, oil, or cake, or the sterilized seed of the plant which is incapable of germination.

Marijuana Concentrates. Any product consisting wholly or in part of the resin extracted from any part of the plant Cannabis and having a THC concentration greater than 10 percent.

Marijuana Facility. A State-licensed marijuana facility and is either a marijuana processing facility or a marijuana retailer.

Marijuana-Infused Products. Products that contain marijuana or marijuana extracts, are intended for human use, are derived from marijuana as defined in this section, and have a THC concentration no

greater than 10 percent. The term “marijuana-infused products” does not include either usable marijuana or marijuana concentrates.

Marijuana Processing Facility (definition related to recreational marijuana facilities regulations only). A person or entity licensed by the Washington State Liquor and Cannabis Board to process marijuana into marijuana concentrates, usable marijuana and marijuana-infused products, package and label marijuana concentrates, usable marijuana and marijuana-infused products for sale in retail outlets, and sell marijuana concentrates, usable marijuana and marijuana-infused products at wholesale to marijuana retailers.

Marijuana Production Facility (definition related to recreational marijuana facilities regulations only). A person or entity licensed by the Washington State Liquor and Cannabis Board to produce marijuana at wholesale to marijuana processor licensees and to other marijuana producers.

Marijuana Products. Usable marijuana, marijuana concentrates, and marijuana-infused products as defined in this section.

Marijuana Retailer (definition related to recreational marijuana facilities regulations only). A person or entity licensed by the Washington State Liquor and Cannabis Board to sell marijuana concentrates, usable marijuana, and marijuana-infused products in a retail outlet.

Marina. A system of piers, buoys, or floats to provide moorage for four or more boats.

Medical Cannabis (Marijuana) Collective Gardens or Collective Garden. A garden where qualifying patients engage in the production, processing, and delivery of cannabis for medical use as set forth in Chapter [69.51A](#) RCW and subject to the limitations therein and in the ordinance codified in this definition.

Medical Cannabis (Marijuana) Dispensary or Dispensary. Any facility or location where medical marijuana is grown, made available to and/or distributed by or to two or more of the following: a primary caregiver, a qualified patient, or a person with an identification card.

Mineral Resource Lands. Lands primarily devoted to the extraction of gravel, sand, other construction materials, or valuable metallic or mineral substances.

Mining, Quarrying, and Oil and Gas Extraction. Enterprises that extract naturally occurring mineral solids (e.g., coal and ores), liquid minerals (e.g., petroleum), and gases (e.g., natural gas); processing of these materials (e.g., crushing, screening, washing, and flotation); and other preparation customarily performed at the mine site, or as a part of mining activity or mining support activities.

Mitigation (Definition related to critical areas and shoreline permits only). An action or combination of actions which avoids, minimizes, or compensates for adverse impacts to critical areas or sensitive resources. Mitigation is considered in the following order of preference:

- (a) Avoiding the impact altogether by not taking a certain action or parts of an action;
- (b) Minimizing impacts by limiting the degree or magnitude of the action and its implementation by using appropriate technology or by taking affirmative steps to avoid or reduce impacts;
- (c) Rectifying the impacts by repairing, rehabilitating, or restoring the affected environment;

- (d) Reducing or eliminating the impact over time by preservation and maintenance operations during the life of the action;
- (e) Compensating for the impact by replacing, enhancing, or providing substitute resources or environments;
- (f) Monitoring the impact and the compensation project and taking appropriate corrective measures.

Mitigation (Definition related to flood permits only). An action taken to reduce or eliminate the risk of a hazard such as flooding; mitigation

actions attempt to prevent flood hazards from developing into disasters, or to reduce the effects of flooding when it occurs in relationship to Chapter [14.64](#), Part I, and Chapter [14.88](#), Part V.

Mixed Use. A building or site with two or more different land uses, such as residential, office, manufacturing, retail, public or entertainment.

Mobile Home, Class A. A mobile home constructed after July 1, 1976, that meets or exceeds the construction standards promulgated by the U.S. Department of Housing and Urban Development that were in effect at the time of construction and that satisfies each of the following additional criteria:

- (a) The home has a length not exceeding four times its width;
- (b) The pitch of the home's roof has a minimum vertical rise of one foot for each five feet of horizontal run, and the roof is finished with a type of shingle that is commonly used in standard residential construction;
- (c) The exterior siding consists of wood, hardboard, or aluminum (vinyl covered or painted, but in no case exceeding the reflectivity of gloss white paint) comparable in composition, appearance, and durability to the exterior siding commonly used in standard residential construction;
- (d) A continuous, permanent masonry foundation, unpierced except for required ventilation and access, is installed under the home; and
- (e) The tongue, axles, transporting lights, and removable towing apparatus are removed after placement on the lot and before occupancy.

Mobile Home, Class B. A mobile home constructed after July 1, 1976, that meets or exceeds the construction standards promulgated by the U.S. Department of Housing and Urban Development that were in effect at the time of construction but that does not satisfy the criteria necessary to qualify the house as a Class A mobile home.

Mobile Home, Class C. Any mobile home that does not meet the definitional criteria of a Class A or Class B mobile home.

Mobile Home Park. A residential use in which more than one mobile or manufactured home is located on a single lot.

Mobile or Manufactured Home. A dwelling unit that: (a) is not constructed in accordance with the standards set forth in the International Building Code applicable to site-built homes; and (b) is composed of one or more components, each of which was substantially assembled in a manufacturing plant and

designed to be transported to the home site on its own chassis; and (c) exceeds 40 feet in length and eight feet in width.

Moderate-to-Low-Risk Areas or Non-Special Flood Hazard Area. Lands outside the one percent special flood hazard areas where the risk of being flooded is reduced, but not completely removed. FIRM maps designate non-special flood hazard areas with the letters B, C or X (or a shaded X).

Modular Home. A dwelling unit constructed in accordance with the standards set forth in the International Building Code applicable to site-built homes and composed of components substantially assembled in a manufacturing plant and transported to the building site for final assembly on a permanent foundation. Among other possibilities, a modular home may consist of two sections transported to the site in a manner similar to a mobile home (except that the modular home meets requirements of the International Building Code applicable to site-built homes), or a series of panels or room sections transported on a truck and erected or joined together on the site.

National Marine Fisheries Service (NMFS). One of two federal agencies responsible for overseeing the Endangered Species Act (ESA). NMFS is primarily responsible for marine species and anadromous species.

Native Growth Protection Areas (NGPA). Areas where native vegetation is permanently preserved for the purpose of preventing harm to property and the environment, including, but not limited to, controlling surface water runoff and erosion, maintaining slope stability, buffering and protecting plants and animal habitat.

Native Vegetation. Plant species which are indigenous to the Puget Sound Lowlands region.

Natural Floodplain Functions. The contribution that a floodplain makes to support habitat, including, but not limited to, providing flood storage and conveyance, reducing flood velocities, reducing sedimentation, filtering nutrients and impurities from runoff, processing organic wastes, moderating temperature fluctuations, and providing breeding and feeding grounds, shelter, and refugia for aquatic or riparian species.

Natural Resource Lands. Agriculture, forest, and mineral resource lands as defined in Chapter [14.88](#).

Nonconforming Lot, Legal. A lot which does not meet the current minimum area requirement of the district in which the lot is located, but at the time of its creation, it was legally subdivided consistent with the laws in place at the time the lot was created, as well as it met all area and dimension standards for such a lot at that time.

Nonconforming Project. Any structure, development, or undertaking that is incomplete at the effective date of this title and would be inconsistent with any regulation applicable to the district in which it is located if completed as proposed or planned.

Nonconforming Sign. See *Sign, Nonconforming*.

Nonconforming Situation. A situation that occurs when, on the effective date of this title, any existing lot or structure or use of an existing lot or structure does not conform to one or more of the regulations applicable to the district in which the lot or structure is located. Among other possibilities, a nonconforming situation may arise because a lot does not meet minimum acreage requirements, because structures exceed maximum height limitations, because the relationship between existing buildings and the land (in such matters as density and setback requirements) is not in conformity with this title, or

because land or buildings are used for purposes made unlawful by this title. Nonconforming signs shall not be regarded as nonconforming situations for purposes of Chapter [14.32](#) but shall be governed by the provisions of Sections [14.68.150](#) and [14.68.160](#) (Amortization of Nonconforming Signs).

Nonconforming Use. A nonconforming situation that occurs when property is used for a purpose or in a manner made unlawful by the use regulations applicable to the district in which the property is located. (For example, a commercial office building in a residential district may be a nonconforming use.) The term also refers to the activity that constitutes the use made of the property. (For example, all the activity associated with operating a retail clothing store in a residentially zoned area constitutes a nonconforming use.)

Occupancy. The purpose for which a building or part thereof is used, or intended to be used.

On-Premises Sign. See *Sign, On-Premises*.

Open Space. Areas of varied size which contain distinctive geologic, botanic, zoologic, historic, scenic or other critical area or natural resource land features.

Ordinary High Water Mark. A mark that has been found where the presence and action of waters are common and usual and maintained in an ordinary year long enough to mark a distinct character from that of the abutting upland.

Ordinary High Water Mark on Lake Stevens. The mark that will be found by examining the bed and banks and ascertaining where the presence and action of waters are so common and usual, and so long continued in all ordinary years, as to mark upon the soil a character distinct from that of the abutting upland, in respect to vegetation, as that condition exists on June 1, 1971, as it may naturally change thereafter, or as it may change thereafter in accordance with permits issued by the City or the Department of Ecology; provided, that in any area where the ordinary high water mark cannot be found, the ordinary high water mark shall be the line of mean high water. (RCW [90.58.030](#)(2)(b) and (c))

Owner. All persons, partnerships, corporations, and other legal entities that have an ownership interest (including purchasers and sellers under a real estate contract) in the subject property.

Parking Area Aisles. A portion of the vehicle accommodation area consisting of lanes providing access to parking spaces.

Parking Space. A portion of the vehicle accommodation area set aside for the parking of one vehicle.

Parking Structures/Lots, Commercial. Facilities that provide motor vehicle parking spaces on an hourly, daily, or monthly basis and/or valet parking services.

Party of Record. The following persons in an application or appeal are considered a party of record:

- (a) The applicant and any appellant;
- (b) Any person who submitted written comments to the department prior to a Type I or II decision;
- (c) Any person, City department and/or public agency who individually submitted written comments or testified at the open record hearing (excluding persons who have only signed petitions or mechanically produced form letters); and

(d) Any person, City department and/or public agency who specifically requests notice of decision by entering their name and mailing address on a register provided for such purpose at the open record hearing.

A party of record does not include a person who has only signed a petition or mechanically produced form letters. A party of record to an application/appeal shall remain such through subsequent City proceedings involving the same application/appeal. The City may cease mailing material to any party of record whose mail is returned by the postal service as undeliverable.

Permit-Issuing Authority. Person, board, office, or institution having jurisdiction over the permit in question, as specified in Chapters [14.16A](#) and [14.16B](#).

Person. An individual, trustee, executor, other fiduciary, corporation, firm, partnership, association, organization, or other entity acting as a unit.

Person (Definition related to shoreline permits only). An individual, partnership, corporation, association, organization, cooperative, public or municipal corporation or agency of the State or local governmental unit however designated. (RCW [90.58.030](#)(1)(e))

Personal Services. Enterprises that provide personal benefits to individuals, such as repair shops, laundry services, personal care services, death care services, pet care services, etc.

Pesticide Management Plan. A guidance document for the prevention, evaluation, and mitigation for occurrences of pesticides or pesticide breakdown products in ground and surface waters.

Places of Worship. A church, synagogue, temple, or other place of religious worship.

Planned Neighborhood Development (PND). A development constructed on at least 15 acres under single application, planned and developed as an integral unit, and consisting of a combination of residential and nonresidential uses on land within a PND district (see Section [14.36.040](#), Planned Neighborhood Development Districts Established) in accordance with Section [14.16C.080](#).

Planned Residential Development. A development constructed on at least five acres under single application, planned and developed as an integral unit, and consisting of single-family detached residences and may be combined with two-family residences, multi-family residences, public/semi-public amenities (e.g., usable open space, a community center, recreational facilities, etc.), or a combination thereof, all developed in accordance with Section [14.44.020](#), Planned Residential Developments.

Planning Director. The Director of the Department of Planning and Community Development.

Planning Jurisdiction. The area within the City limits as well as any area beyond the City limits within which the City is authorized to plan for and regulate development, as set forth in Section [14.04.030](#) (Jurisdiction).

Planning Official. The Director of the Department of Planning and Community Development or his/her designee.

Plat. A map or representation of a subdivision, showing thereon the division of a tract or parcel of land into lots, blocks, streets and alleys, or other divisions and dedications.

Plat, Final. The final drawing of a long or short subdivision and dedication prepared for filing for record with the county auditor and containing all elements and requirements set forth in this title.

Plat, Formal. See *Plat, Long.*

Plat, Long. A map or representation of a long or formal subdivision.

Plat, Preliminary Long, or Plat, Preliminary Short. A neat and approximate drawing of a proposed subdivision showing the general layout of streets and alleys, lots, blocks, restrictive covenants, and other elements of a subdivision consistent with the requirements of this title. The preliminary plat shall be the basis for the approval or disapproval of the general layout of a subdivision.

Plat, Short. A map or representation of a short subdivision.

Playground (definition related to recreational marijuana facilities regulations only). A public outdoor recreation area for children, usually equipped with swings, slides, and other playground equipment, owned and/or managed by a city, county, state, or federal government.

Practicable Alternative. An alternative that is available and capable of being carried out after taking into consideration cost, existing technology, and logistics in light of overall project purposes, and having less impacts to critical areas. It may include an area not owned by the applicant which can reasonably be obtained, utilized, expanded, or managed in order to fulfill the basic purpose of the proposed activity.

Priority Habitats. Areas that support diverse, unique, and/or abundant communities of fish and wildlife, as determined by the Washington Department of Fish and Wildlife Map Products 2006.

Priority Species. Wildlife species of concern due to their population status and their sensitivity to habitat alteration.

Professional, Scientific, and Technical Services. Enterprises that perform professional, scientific, and technical activities for others that require a high degree of expertise and training. Activities performed may include legal services; accounting, bookkeeping, and payroll services; architectural, engineering, and specialized design services; computer services; consulting services; research services; advertising services; veterinary services; and other professional, scientific, and technical services.

Protected Area (Definition related to flood permits only). The lands that lie within the boundaries of the floodway, the riparian habitat zone, and the channel migration area. Because of the impact that development can have on flood heights and velocities and habitat, special rules apply in the protected area in relationship to Chapter [14.64](#), Part I, and Chapter [14.88](#), Part V.

Public Administration. Federal, State, and local government agencies that administer, oversee, and manage public programs and have emergency, executive, legislative, or judicial authority within a given area.

Public Park (definition related to recreational marijuana facilities regulations only). An area of land for the enjoyment of the public, having facilities for rest and/or recreation, such as a baseball diamond or basketball court, owned and/or managed by a city, county, state, federal government, or metropolitan park district. Public park does not include trails.

Public Place of Adult Entertainment. Any exhibition or dance constituting “adult entertainment,” as defined in this section, which is for the use or benefit of a member or members of the adult public, or

advertised for the use or benefit of a member or members of the adult public, held conducted, operated or maintained for a profit, direct or indirect.

Public Transit Center (definition related to recreational marijuana facilities regulations only). A facility located outside of the public right-of-way that is owned and managed by a transit agency or city, county, state, or federal government for the express purpose of staging people and vehicles where several bus or other transit routes converge. They serve as efficient hubs to allow bus riders from various locations to assemble at a central point to take advantage of express trips or other route to route transfers.

Public Water Supply System. Any water supply system furnishing potable water to two or more dwelling units or businesses or any combination thereof.

Public Water System. A water system that serves two or more connections.

Receive-Only Earth Station. An antenna and attendant processing equipment for reception of electronic signals from satellites.

Recreation Center or Facility (definition related to recreational marijuana facilities regulations only). A supervised center that provides a broad range of activities and events intended primarily for use by persons under 21 years of age, owned and/or managed by a charitable nonprofit organization, city, county, state, or federal government.

Recreational Vehicle. A vehicle which is:

- (a) Built on a single chassis;
- (b) 400 square feet or less when measured at the largest horizontal projection;
- (c) Designed to be self-propelled or permanently towable by a light-duty truck; and
- (d) Designed primarily not for use as a permanent dwelling but as temporary living quarters for recreational, camping, travel or seasonal use.

Re-establishment, Wetland Mitigation. The manipulation of the physical, chemical, or biological characteristics of a site with the goal of returning natural or historic functions to a former wetland. Activities could include removing fill material, plugging ditches, or breaking drain tiles. Re-establishment results in a gain in wetland acres.

Regulatory Floodplain. The regulatory floodplain is comprised of the special flood hazard area and all protected areas within the jurisdiction.

Regulated Wetlands. Wetlands, including their submerged aquatic beds, and those lands defined as wetlands under the 1989 Federal Clean Water Act, [33](#) USC Section [251](#), et seq., and rules promulgated pursuant thereto, and shall be those areas that are inundated or saturated by surface or groundwater at a frequency and duration sufficient to support, and that under normal circumstances do support, a prevalence of vegetation typically adapted for life in saturated soil conditions. Regulated wetlands generally include swamps, bogs, and similar areas. Wetlands created as mitigation and wetlands modified for approved land use activities shall be considered as regulated wetlands. Regulated wetlands do not include those constructed wetlands intentionally created from nonwetland sites, including, but not limited to, irrigation and drainage ditches, grass-lined swales, canals, detention/retention facilities, wastewater

treatment facilities, farm ponds, and landscape amenities or those wetlands created after July 1, 1990, that were unintentionally created as a result of the construction of a road, street, or highway.

Rehabilitation, Wetland Mitigation. The manipulation of the physical, chemical, or biological characteristics of a site with the goal of repairing natural or historic function of a degraded wetland. Activities could involve breaching a dike or reconnecting wetland to a floodplain or returning tidal influence to a wetland. Rehabilitation results in a gain in wetland function but does not result in a gain in wetland acres.

Religious, Political, or Other Noncommercial Messages. Messages which state scripture, opinion, ideas, sentiments and postures and do not advertise events, goods and services of any kinds.

Repair or Maintenance Activities. An action to restore the character, size, or scope of a project only to the previously authorized condition.

Residence, Duplex. A two-family residential use in which the dwelling units share a common wall (including without limitation the wall of an attached garage or porch) and in which each dwelling unit has living space on the ground floor and a separate, ground floor entrance.

Residence, Multi-Family. A residential use consisting of a building containing three or more dwelling units. For purposes of this definition, a building includes all dwelling units that are enclosed within that building or attached to it by a common floor or wall (even the wall of an attached garage or porch).

Residence, Multi-Family Apartments. A multi-family residential use other than a multi-family conversion or multi-family townhouse.

Residence, Multi-Family Conversion. A multi-family residence containing not more than four dwelling units and results from the conversion of a single building containing at least 2,000 square feet of gross floor area that was in existence on the effective date of this provision and that was originally designed, constructed and occupied as a single-family residence.

Residence, Multi-Family Townhomes and Row Houses. A multi-story structure containing a group of three or more attached dwelling units, in which each dwelling unit shares a common wall (including without limitation the wall of an attached garage or porch) with at least one other dwelling unit; has a separate, ground floor entrance; and each dwelling unit has open space on at least two sides.

Residence, Primary with Accessory Apartment. A residential use having the external appearance of a single-family residence but in which there is located a second dwelling unit that comprises not more than 25 percent of the gross floor area of the building nor more than a total of 750 square feet.

Residence, Single-Family Attached, One Dwelling Unit Per Lot. A residential use consisting of a single building containing two dwelling units which share a common wall (including without limitation the wall of an attached garage or porch), but located on two separate lots containing no other dwelling units in such a manner that a lot line bisects the building along the common wall and that each dwelling unit is completely on a separate lot.

Residence, Single-Family Detached, More Than One Dwelling Per Lot. A residential use consisting of two or more single-family detached dwelling units on a single lot.

Residence, Single-Family Detached, One Dwelling Unit Per Lot. A residential use consisting of a single detached building containing one dwelling unit and located on a lot containing no other dwelling units.

Residence, Two-Family. A residential use consisting of a building containing two dwelling units. If two dwelling units share a common wall, even the wall of an attached garage or porch, the dwelling units shall be considered to be located in one building.

Residence, Two-Family Apartment. A two-family residential use other than a duplex, two-family conversion, or primary residence with accessory apartment.

Residence, Two-Family Conversion. A two-family residence resulting from the conversion of a single building containing at least 2,000 square feet of gross floor area that was in existence on the effective date of this provision and that was originally designed, constructed and occupied as a single-family residence.

Retail Trade. Enterprises, such as department stores, electronic stores and hardware stores, engaged in direct retail sales of goods and merchandise to the public.

Right-of-Way. Land dedicated primarily to the movement of vehicles and pedestrians and providing for primary access to adjacent parcels. Secondarily, the land provides space for utility lines and appurtenances and similar components.

Riparian Area. A transitional area between terrestrial and aquatic ecosystems and which is distinguished by gradients in biophysical conditions, ecological processes, and biota.

Riparian Habitat. An ecosystem that borders a stream which is occasionally flooded and periodically supports predominantly hydrophytes.

Riparian Habitat Zone. The riparian habitat zone includes those watercourses within the special flood hazard area and adjacent land areas that are likely to support aquatic and riparian habitat that correlate locally to the applicable, adopted fish and wildlife conservation area buffers. The size and location of the riparian habitat zone is dependent on the type of water body, as described in Section [14.88.430](#). The riparian habitat zone includes the water body and adjacent lands, measured perpendicularly from ordinary high water on both sides of the water body.

Riparian Zone. A transitional area between aquatic ecosystems (lakes, streams, and wetlands) and upland terrestrial habitats.

Road. An open way for vehicles. All public and private ways used to provide motor vehicle access to and from a destination.

Road, Private. A privately maintained easement or parcel created to provide vehicle access from a public road to one or more lots or units.

Rooming House. See *Boarding House*.

Scrub-Shrub Wetland. A wetland with at least 30 percent of its surface area covered with woody vegetation less than 20 feet in height.

Secondary School (definition related to recreational marijuana facilities regulations only). A high and/or middle school: A school for students who have completed their primary education, usually attended by children in grades seven to 12 and recognized by the Washington State Superintendent of Public Instruction.

Secure Community Transition Facility. A residential facility for persons civilly committed and conditionally released to a less restrictive alternative under Chapter [71.09](#) RCW. A secure community transition facility has supervision and security, and either provides or ensures the provision of sex offender treatment services. Secure community transition facilities include but are not limited to the facilities established pursuant to RCW [71.09.250](#) and any community-based facilities established under this chapter and operated by the secretary or under contract with the secretary.

Seismic Hazard Areas. Areas that, due to a combination of soil and groundwater conditions, are subject to severe risk of ground shaking, subsidence or liquefaction of soils during earthquakes.

SEPA. The Washington State Environmental Policy Act of 1971 (Chapter [43.21C](#) RCW).

SEPA Rules. Chapter [197-11](#) WAC.

Servient Lot. Any lot which has the burden of providing an access easement for use by other lots.

Setbacks. Protective buffers which provide a margin of safety through protection of slope stability, attenuation of surface water flows, and landslide hazards reasonably necessary to minimize risk to the public from loss of life or well-being or property damage resulting from natural disasters; or an area which is an integral part of a stream or wetland ecosystem and which provides shading, input of organic debris and coarse sediments, room for variation in stream or wetland edge, habitat for wildlife and protection from harmful intrusion necessary to protect the public from losses suffered when the functions and values of aquatic resources are degraded.

Shared Driveway. A private driveway located on two easements used for the access of one or more dwelling units, where each easement provides half the width of the driveway.

Shorelands or Shoreland Areas. Lands extending landward for 200 feet in all directions as measured on a horizontal plane from the ordinary high water mark; floodways and contiguous floodplain areas landward 200 feet from such floodways; and all wetlands and river deltas associated with the streams, lakes, and tidal waters which are subject to the provisions of this chapter; the same to be designated as to location by the Department of Ecology. (RCW [90.58.030](#)(2)(d))

Shoreline Master Program. The City's comprehensive shoreline plan and supplemental land use regulations for shorelines adopted pursuant to Chapter [90.58](#) RCW.

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

Shorelines. All of the water areas of the State, including reservoirs, and their associated wetlands, together with the lands underlying them; except:

(a) Shorelines of Statewide significance;

(b) Shorelines on segments of streams upstream of a point where the mean annual flow is 20 cubic feet per second or less and the wetlands associated with such upstream segments;

(c) Shorelines on lakes less than 20 acres in size and wetlands associated with such small lakes. (RCW [90.58.030](#)(2)(e))

Shorelines of Statewide Significance. In the Lake Stevens area, those lakes, whether natural, artificial or a combination, with a surface acreage of 1,000 acres or more measured at the ordinary high water mark, and those natural rivers or segments thereof downstream of a point where the annual flow is measured at 1,000 cubic feet per second or more.

Shorelines of the State. The total of all “shorelines and shorelines of Statewide significance” within the State.

Short Plat. See *Plat, Preliminary*.

Short Subdivision. See *Subdivision, Short*.

Sign. Any device that (a) is sufficiently visible to persons not located on the lot where such device is located to accomplish either of the objectives set forth in subdivision (b) of this definition; and (b) is designed to attract the attention of such persons or to communicate information to them.

Sign, Freestanding. A sign that is attached to, erected on, or supported by some structure (such as a pole, mast, frame, or other structure) that is not itself an integral part of or attached to a building or other structure having a principal function other than the support of a sign. A sign that stands without supporting elements, such as a “sandwich sign,” is also a freestanding sign.

Sign, Informational/Directional. A small sign of a noncommercial nature intended primarily for the convenience of the public. Included are signs designating restrooms, address numbers, hours of operation, entrances to buildings, directions, help wanted, public telephone, parking directions, etc.

Sign, Internally Illuminated. Any lighted sign whereby the light source is located within the sign cabinet, excluding use of lighting for animated display boards.

Sign, Monument. A ground-mounted, freestanding sign with a wide, solid, and decorative base attached to the ground.

Sign, Nonconforming. A sign that, on the effective date of this title, does not conform to one or more of the regulations set forth in this title, particularly Chapter [14.68](#), Signs.

Sign, Off-Premises. A sign that draws attention to or communicates information about a business, service, commodity, accommodation, attraction, or other activity that is conducted, sold, or offered at a location other than the premises on which the sign is located.

Sign, On-Premises. A sign that draws attention to or communicates information about a business, service, commodity, accommodation, attraction, or other enterprise or activity that exists or is conducted, sold, offered, maintained, or provided on the premises where the sign is located.

Sign Permit. A permit issued by the Planning Director that authorizes the recipient to erect, move, enlarge, or substantially alter a sign.

Sign, Portable. A sign not permanently attached to a building or the ground that includes A-frame, sandwich boards, and signs with mobile bases, etc., but does not include real estate, open house, or political signs.

Sign, Projecting. A sign that extends out from the face of a building supported by a frame or arm attached to the structure.

Sign, Suspended. A sign hanging down from a marquee, awning, canopy, or similar structure.

Sign, Temporary. A sign that (a) is used in connection with a circumstance, situation, or event that is designed, intended or expected to take place or to be completed within a reasonably short or definite period after the erection of such sign; or (b) is intended to remain on the location where it is erected or placed for a period of not more than 15 days. If a sign display area is permanent but the message displayed is subject to periodic changes, that sign shall not be regarded as temporary.

Significant Tree(s). See *Tree(s), Significant.*

Site Plan Review. The process whereby local officials review the site plans or master plans to ensure they meet the stated purposes and standards of the zone, provide for necessary public facilities such as roads, and accomplish the goals of the City as stated in adopted comprehensive plans and development regulations.

Special Flood Hazard Area (SFHA). Land subject to inundation by the base flood having a one percent chance of being equaled or exceeded in any given year. FIRM maps designate special flood hazard areas as Zone A, Zone AO, Zone AH, Zones A1-A30, Zone AE, Zone A99, Zone AR, Zone AR/AE, Zone AR/AO, Zone AR/A1-A30, Zone AR/A, Zone V, Zone VE, and Zones V1-V30.

Sphagnum. Any of a large genus of mosses that grow only in wet acidic soils and whose remains become compacted with other plant debris to form peat.

Standard Record of Survey. A record of survey form approved by the City of Lake Stevens and in accordance with Chapter [58.09](#) RCW.

Start of Construction (Definition related to flood permits only). Includes substantial improvement, and means the date the building permit was issued, provided the actual start of construction, repair, reconstruction, placement or other improvement was within 180 days of the permit date. The actual start means either the first placement of permanent construction of a structure on a site, such as the pouring of slab or footings, the installation of piles, the construction of columns, or any work beyond the stage of excavation; or the placement of a manufactured home on a foundation. Permanent construction does not include land preparation, such as clearing, grading and filling; nor does it include the installation of streets and/or walkways; nor does it include excavation for a basement, footings, piers, or foundations or the erection of temporary forms; nor does it include the installation on the property of accessory buildings, such as garages or sheds not occupied as dwelling units or not part of the main structure. For a substantial improvement, the actual start of construction means the first alteration of any wall, ceiling, floor, or other structural part of a building, whether or not that alteration affects the external dimensions of the building.

Streams. Water contained within a channel, either perennial or intermittent, and classified according to a locally appropriate stream classification system based on WAC [222-16-030](#). Streams also include open natural watercourses modified by man. Streams do not include irrigation ditches, waste ways, drains, outfalls, operational spillways, channels, stormwater runoff facilities or other wholly artificial

watercourses, except those that directly result from the modification to a natural watercourse. Streams are further characterized as S, F, Np, or Ns.

Street. A facility providing access, including the roadway and all other improvements.

Street, Arterial. A main street in the City's street system that serves as an avenue for the circulation of traffic onto, out, or around the City and carries high volumes of traffic. Major arterials are inter-community roadways connecting community centers or major facilities. Minor arterials are intra-community roadways for areas bounded by the major arterials.

Street, Collector. A street whose principal function is to carry traffic between local access streets and arterial streets, but they may also provide direct access to abutting properties.

Street, Cul-de-sac. A street that terminates in a vehicular turnaround.

Street, Freeway/Expressway. An inter-regional divided or undivided highway connecting major centers.

Street, Local Access. A street whose sole function is to provide access to abutting properties.

Street, Private. See *Road, Private.*

Structure. Anything constructed or erected.

Structure (Definition related to flood permits only). A walled and roofed building including a gas or liquid storage tank that is principally above ground in relationship to Chapter [14.64](#), Part I, and Chapter [14.88](#), Part V.

Subdivision. The division or redivision of land into lots, tracts, parcels, sites, or divisions for the purpose of sale, lease, or transfer of ownership; but the following shall not be included within this definition nor be subject to the regulations of this title applicable strictly to subdivisions: the public acquisition by purchase or dedication of strips of land for widening or opening streets.

Subdivision, Architecturally Integrated. (Deleted by Ord. 676)

Subdivision, Formal. See *Subdivision, Long.*

Subdivision, Long. The division or redivision of land into 10 or more lots, tracts, parcels, sites, or divisions for the purpose of sale, lease, or transfer of ownership; provided, however, unbuildable areas outside of such lots, tracts, parcels, sites or divisions for other purposes, such as access, drainage, and the protection of critical areas, shall not be considered a lot, tract, parcel, site or division.

Subdivision, Short. The division or redivision of land into nine or fewer lots, tracts, parcels, sites, or divisions for the purpose of sale, lease, or transfer of ownership; provided, however, unbuildable areas outside of such lots, tracts, parcels, sites or divisions for other purposes, such as access, drainage, and the protection of critical areas, shall not be considered a lot, tract, parcel, site or division.

Substantial Damage. Damage of any origin sustained by a structure whereby the cost of restoring the structure to its pre-damaged condition would equal or exceed 50 percent of the assessed market value of the structure before the damage occurred. Substantial damage also means flood-related damage sustained by a structure on two separate occasions during a 10-year period for which the cost of repairs at the time

of each such flood event, on the average, equals or exceeds 25 percent of the assessed market value of the structure before the damage occurred in relationship to Chapter [14.64](#), Part I, and Chapter [14.88](#), Part V.

Substantial Improvement (Definition related to flood permits only). Means any repair, reconstruction, or improvement of a structure, the cost of which equals or exceeds 50 percent of the market value of the structure either:

- (a) Before the improvement or repair is started; or
- (b) If the structure has been damaged and is being restored, before the damage occurred. For the purpose of this definition “substantial improvement” is considered to occur when the first alteration of any wall, ceiling, floor, or other structural part of the building commences, whether or not that alteration affects the external dimensions of the structure.

The term can exclude:

- (a) Any project for improvement of a structure to correct pre-cited existing violations of state or local health, sanitary, or safety code specifications which have previously been identified by the local code enforcement official and which are the minimum necessary to assure safe living conditions; or
- (b) Any alteration of a structure listed on the National Register of Historic Places or a State Inventory of Historic Places.

Supervised Drug Consumption Facility. A facility designed to provide a location where individuals are able to consume illicit drugs under professional supervision.

Swamp. A wetland whose dominant vegetation is composed of woody plants and trees.

Temporary Emergency, Construction, or Repair Residence. A residence (which may be a mobile home) that is: (a) located on the same lot as a residence made uninhabitable by fire, flood, or other natural disaster and occupied by the persons displaced by such disaster; or (b) located on the same lot as a residence that is under construction or undergoing substantial repairs or reconstruction and occupied by the persons intending to live in such permanent residence when the work is completed; or (c) located on a nonresidential construction site and occupied by persons having construction or security responsibilities over such construction site.

Temporary Sign. See *Sign, Temporary*.

Temporary Use. An incidental use of limited duration and/or frequency allowed over a specified period.

Tourist Home. A single-family structure in which rooms are rented by the day or week.

Tower. Any structure whose principal function is to support an antenna.

Tract. A lot (see Lot). The term “tract” is used interchangeably with the term “lot,” particularly in the context of subdivisions, where one tract is subdivided into several lots.

Traffic Calming Technique. Any technique, whether physical, visual or regulatory, which is designed to slow the speed of vehicles to safe and posted speed limits.

Transit-Oriented Development. Developments that emphasize access to public transportation and often incorporate features that encourage pedestrian activity and transit ridership.

Travel Trailer. A structure that (a) is intended to be transported over the streets and highways (either as a motor vehicle or attached to or hauled by a motor vehicle) and (b) is designed for temporary use as sleeping quarters but that does not satisfy one or more of the definitional criteria of a mobile home.

Tree(s), Significant. Any deciduous tree eight inches or greater in diameter (25 inches in circumference or greater), and any evergreen tree 12 inches or greater in diameter (37 inches in circumference or greater), measured one foot above the root crown.

Trees(s), Significant Stands of. Any stand of healthy trees, not particularly of a large size, that has a high likelihood of withstanding wind-throw even after adjacent trees are removed, and serves or could serve as biological habitat, a recreational or aesthetic amenity, or screening as required by this title.

Unavoidable and Necessary Impacts. Impacts that remain after a person proposing to alter critical areas has demonstrated that no practicable alternative exists for the proposed project.

Undetermined-Risk Areas. Land where no flood-hazard analysis has been conducted, but a flood risk still exists. FIRM maps designate these areas with the letter D on the flood maps.

Urban Growth Area. That portion of the City's planning jurisdiction that lies outside the corporate limits of the City and within the urban growth boundary.

Usable Open Space. Land to be devoted to meet usable open space requirements of this title must not be encumbered with any substantial structure; not devoted to use as a roadway and associated sidewalks or parking area; be left in its natural or undisturbed state if wooded, except for the cutting of trails for walking or jogging, or, if not wooded, is landscaped for ball fields, picnic areas, or similar facilities, or is properly vegetated and landscaped with the objective of creating a wooded area; is capable of being used and enjoyed for purposes of informal and unstructured recreation and relaxation; is legally and practicably accessible to the public; and consists of land no more than 25 percent of which lies within a floodplain or floodway as those terms are defined in Section [14.08.010](#).

Use. The activity or function that actually takes place or is intended to take place on a lot.

Use, Principal. A use listed in the Table of Permissible Uses.

Utility Facilities. Any above ground structures or facilities (other than buildings, unless such buildings are used as storage incidental to the operation of such structures or facilities) owned by a governmental entity, a nonprofit organization, a corporation, or any entity defined as a public utility for any purpose by RCW [80.04.015](#) and used in connection with the production, generation, transmission, delivery, collection, or storage of water, sewage, electricity, gas, oil, or electronic signals. Excepted from this definition are utility lines and supporting structures listed in Section [14.60.450](#).

Utility Facilities, Community or Regional. All utility facilities other than neighborhood facilities.

Utility Facilities, Neighborhood. Utility facilities that are designed to serve the immediately surrounding neighborhood and that must, for reasons associated with the purpose of the utility in question, be located in or near the neighborhood where such facilities are proposed to be located.

Variance. A grant of permission by the City for the purpose of granting relief from specific development standards of this title as applied to a particular piece of property.

Vehicle Accommodation Area. That portion of a lot that is used by vehicles for access, circulation, parking, and loading and unloading. It comprises the total of circulation areas, loading and unloading areas, and parking areas.

Vested Right. The guarantee that an application will be reviewed and a project can be developed (if a permit is issued) under regulations and procedures existing at one moment in time and regardless of changes that may have been made later and prior to final completion of a project or use.

Warehousing, Storage and Distribution. Enterprises that provide facilities to store general merchandise, refrigerated goods, and other warehouse products. These establishments generally handle goods in containers, such as boxes, barrels, and/or drums, using equipment, such as forklifts, pallets, and racks.

Waste Management and Remediation Services. Enterprises engaged in the collection, treatment, and disposal of waste materials, including hauling waste materials; operating materials recovery facilities; remediation services and facilities (i.e., those that provide for the cleanup of contaminated buildings, mine sites, soil, or groundwater); and septic pumping and other miscellaneous waste management services.

Water-Dependent. A use for which the use of surface water would be essential in fulfilling the purpose of the proposed project.

Water Purveyor, Recognized. Any entity legally bound to supply to any area of the City of Lake Stevens and, in addition, shall have a water supply capable of delivering at least 500 gallons per minute for one hour for fire protection above the maximum daily demand rate as defined by State statute.

Wetland Mitigation Bank. A site where wetlands and buffers are restored, created, enhanced, or, in exceptional circumstances, preserved expressly for the purpose of providing compensatory mitigation in advance of authorized impacts to similar resources.

Wetlands. Areas that are inundated or saturated by surface water or groundwater at a frequency and duration sufficient to support, and that under normal circumstances do support, a prevalence of vegetation typically adapted for life in saturated soil conditions. Wetlands generally include swamps, bogs, marshes, and similar areas. Wetlands do not include those artificial wetlands intentionally created from nonwetland sites, including but not limited to irrigation and drainage ditches, grass-lined swales, canals, detention facilities, wastewater treatment facilities, farm ponds, and landscape amenities or those wetlands created after July 1, 1990, that were unintentionally created as a result of the construction of a road, street, or highway. However, wetlands include those artificial wetlands intentionally created to mitigate conversion of wetlands. See the Washington State Wetlands Identification and Delineation Manual.

Wholesale Sales. On-premises sales of goods primarily to customers engaged in the business of reselling the goods.

Wholesale Trade. Enterprises that sell or arrange the purchase of goods for resale (i.e., goods sold to other wholesalers or retailers), nonconsumer goods, and raw and intermediate materials and supplies used in production that are normally operated from a warehouse or office, characterized by having little or no display of merchandise.

Wireless Communication Tower. A support structure to which is attached equipment used for the transmission and/or reception of wireless telecommunications services, usually consisting of an antenna array, connection cables, and equipment cabinet.

Wireless Communications. Any personal wireless services as defined in the Telecommunications Act of 1996 or as may be subsequently amended. This includes FCC licensed commercial wireless telecommunications services including cellular, personal communication services (PCS), specialized mobile radio (SMR), enhanced specialized mobile radio (ESMR), paging and similar services that currently exist or that may in the future be developed.

Wooded Area. An area of contiguous wooded vegetation where trees are at a density of at least one six-inch or greater caliper tree per 325 square feet of land and where the branches and leaves form a contiguous canopy.

Work Release, Pre-Release or Similar Facilities. Any dwelling or place licensed, certified or authorized by State, Federal or local authorities for inmates on release from more restrictive custodial confinement or initially placed in lieu of such more restrictive custodial confinement, wherein supervision, rehabilitation and counseling are provided to transition residents back into society, enabling them to live independently.

Zone. A classification of land use that provides a range of allowed uses that are subject to bulk and performance standards. A zone is applied to parcels within the City limits and depicted on the zoning map.

Zoning. The process by which the City legally controls the use of property and physical configuration of development upon tracts of land within its jurisdiction by establishing zones and adopting the zoning map. Zoning is an official control that implements the Comprehensive Plan and is enacted for the protection of the public health, safety and welfare.

Zoning Map or Official Zoning Map. A map adopted by the City which depicts the boundaries of the various zones established by this title.

Section 4. Lake Stevens Municipal Code Section 14.40.090 “More Specific Use Controls” (Table 14.40-I: Table of Permissible Uses By Zones) is hereby amended to read as follows:

14.40.090 More Specific Use Controls.

Whenever a development could fall within more than one use classification in the Table of Permissible Uses (referenced in Section [14.40.010](#) and found at the end of this chapter), the classification that most closely and most specifically describes the development controls. For example, a small doctor’s office or clinic clearly falls within the 3.110 classification (office and service operations conducted entirely indoors and designed to attract customers or clients to the premises). However, classification 3.130, “office or clinics of physicians or dentists with not more than 10,000 square feet of gross floor area” more specifically covers this use and therefore is controlling.

A blank box indicates a use is not allowed in a specific zone. Note: Reference numbers within matrix indicate special conditions apply.

P - Permitted Use; A - Administrative Conditional Use; C - Conditional Use (See Section [14.40.020](#) for explanation of combinations)

USE DESCRIPTIONS		SR	WR	UR	HUR	MFR	NC ⁴	LB	CBD	MU ¹	PBD ⁵	SRC	LI	GI	P/SP
1.000	RESIDENTIAL														
1.100	Single-Family Residences														
1.110	Single-family detached, one dwelling unit per lot														
1.111	Site-built & modular structures	P	P	P	P	P					P				
1.112	Class A mobile home	P	P	P	P	P									
1.113	Class B mobile home	P	P	P	P	P									
1.114	Class C mobile home														
1.115	Class A, B, or C mobile home or apartment used exclusively for a night watchman and his/her family												A	A	
1.116	Single-family apartment above permitted nonresidential use							P	P	PA	PA	P			
1.120	Single-family detached, more than one dwelling unit per lot ³														
1.121	Site-built and modular structures					PAC						P			
1.122	Class A, B or C mobile home parks	PAC	PAC	PAC	PAC	PAC									
1.123	Single-family apartment above permitted nonresidential use						PA	PA	PA	PA	P	P			
1.124	Cottage housing developments ¹¹	PAC	PAC	PAC	PAC					PAC	P				

1.130	Single-family attached, one dwelling unit per lot, site-built and modular structures	P	P	P	P	P			P					
1.200	Two-Family Residences													
1.210	Two-family conversion	P ³		P ³	P ³	P			P					
1.220	Primary residence with accessory apartment	P ³	P ³	P ³	P ³	P			P					
1.230	Duplex	P ³		P ³	P ³	P			P ¹⁰		P			
1.240	Two-family apartment					P			P ¹⁰		P			
1.250	Any 1.200 use above a permitted nonresidential use					P		PA	PA	PA	P	P		
1.300	Multifamily Residences													
1.310	Multifamily conversions					P				P	PA			
1.320	Multifamily townhouses				PAC	P			P ¹⁰		P			
1.330	Multifamily apartments	P ^{14/} C ¹⁵				P			P ¹⁰		P			
1.340	Any 1.300 use above a permitted nonresidential use						PA	PA	PA	P	PC			
1.400	Health and Social Service													
1.410	Level 1	P	P	P	P	P			P	P				A
1.420	Level 2				C	C					P	P		A
1.430	Level 3							P	P	P	P	P	P	A
1.440	Group homes licensed for juvenile offenders	C	C	C	C	C	PA	PA	PA					
1.450	Supervised Drug Consumption Facility													

1.500	Miscellaneous, Rooms for Rent Situations													
1.510	Rooming houses, boarding houses					A		PA	PA	PA	P			
1.520	Tourist homes and other temporary residences renting by the day or week	A	A	A	A	A		PA	PA	PA	P			
1.530	Hotels, motels, and similar businesses or institutions providing overnight accommodations					C		PA	PC	PC	P	C		
1.600	In-Home Day Care	P	P	P	P	P		P	P	P				
1.700	Temporary Emergency, Construction, and Repair Residences	P	P	P	P	P	P	P	P	P	P	P	P	P
1.800	Home Occupations	P	P	P	P	P	P	P	P	P	P	P	P	P
1.900	Planned Residential Developments	C		C	C	C								
2.000	SALES AND RENTAL OF GOODS, MERCHANDISE AND EQUIPMENT ²													
2.100	No Storage or Display of Goods Outside Fully Enclosed Building (except for sidewalk displays, occasional/temporary sales, or horticultural sales occupying less than 200 square feet)													
2.110	High-volume traffic generation													
2.111	Miscellaneous ²						PA	PA	PA	P	P	PA	PC	PA
2.112	Convenience stores ²						A	PA	PA	P	P	PA	PC	PA
2.120	Low-volume traffic generation ²						PA	PA			P	PA	PC	PA
2.130	Wholesale sales ²										PA	PC	PC	PA

2.200	Storage and Display of Goods Outside Fully Enclosed Building Allowed														
2.210	High-volume traffic generation ²							PA	PA		P	PA	PC	PC	PA
2.220	Low-volume traffic generation ²							PA	PA		P	PA	PC	PC	PA
2.230	Wholesale sales ²										PA	PC	PC	PA	
2.300	Mobile Sales and Delivery (Vending Carts, Ice Cream Trucks, Mobile Delivery, Peddlers, and Similar Uses) (See Section 14.44.080) ²	P	P	P	P	P	P	P	P	P	P	P	P	P	P
2.400	Any Retail Sales, Rental, or Services Compatible with Regional Recreation Facilities and Primarily Intended to Cater to Users of Such Facilities ²							PC	PC		P		PC	PC	PC
3.000	OFFICE, CLERICAL, RESEARCH AND SERVICES NOT PRIMARILY RELATED TO GOODS OR MERCHANDISE ²														
3.100	All Operations Conducted Entirely Within Fully Enclosed Building														
3.110	Operations designed to attract and serve customers or clients on the premises, such as the offices of attorneys, physicians, other professions, insurance and stock brokers, travel agencies, government office buildings, etc. ²							PA	PA	PA	P	PA			PA

3.120	Operations designed to attract little or no customer or client traffic other than employees of the entity operating the principal use ²							PA	PA	PA	P	PA			PA
3.130	Office or clinics of physicians or dentists with not more than 10,000 square feet of gross floor area ²						PA	PA	PA	PA	P	PA			PA
3.200	Operations Conducted Within or Outside Fully Enclosed Building														
3.210	Operations designed to attract and serve customers or clients on the premises ²										P	PC	PC		
3.220	Operations designed to attract little or no customer or client traffic other than the employees of the entity operating the principal use ²										P	PC	PC		
3.230	Banks with drive-in windows ^{2,9}						PA	PA		P	PC				
4.000	MANUFACTURING, PROCESSING, CREATING, REPAIRING, RENOVATING, PAINTING, CLEANING, ASSEMBLING OF GOODS, MERCHANDISE AND EQUIPMENT ⁶														
4.100	All Operations Conducted Entirely Within Fully Enclosed Building														
4.110	Majority of dollar volume of business done with walk-in trade ⁶						PA	PA	PA	P	PC	PC	PC	PC	
4.120	Majority of dollar volume of business not done with walk-in trade ⁶						PA				PC	PC	PC		

4.200	Operations Conducted Within or Outside Fully Enclosed Building ⁶									P	PC		PC	
5.000	EDUCATIONAL, CULTURAL, RELIGIOUS, PHILANTHROPIC, SOCIAL, FRATERNAL USES													
5.100	Schools													
5.110	Elementary and secondary (including associated grounds and athletic and other facilities)	C	C	C	C	C								C
5.120	Trade or vocational schools					C		PA	PA	PA		A	A	A
5.130	Colleges, universities, community colleges (including associated facilities such as dormitories, office buildings, athletic fields, etc.)	C	C	C	C	C					C	PC	PC	C
5.200	Churches, Synagogues, and Temples (Including Associated Residential Structures for Religious Personnel and Associated Buildings but Not Including Elementary School or Secondary School Buildings)	A	A	A	A	A		PA	PA	PA	P	A		
5.300	Libraries, Museums, Art Galleries, Art Centers, and Similar Uses (Including Associated Educational and Instructional Activities)													
5.310	Located within a building designed and previously legally occupied as a residence or within a building having a gross floor area not exceeding 3,500 square feet	A	A	A	A	A		PA	PA	PA	P	P		PA
5.320	Located within any permissible structure					A		PA	PA	PA	P	P		PA

5.400	Social, Fraternal Clubs and Lodges, Union Halls, and Similar Uses						A		PA	PA	PA	P	P			PA
6.000	RECREATION, AMUSEMENT, ENTERTAINMENT															
6.100	Activity Conducted Primarily Within Building or Substantial Structure, Except Those Uses Described in 6.300															
6.110	Bowling alleys, skating rinks, indoor tennis and squash courts, billiard and pool halls, indoor athletic and exercise facilities and similar uses								PA	PA	PA	P	PA	PC	PC	PA
6.120	Movie theaters															
6.121	Seating capacity of not more than 300								PA	PA	PA	P	P			PA
6.122	Unlimited seating capacity								PA	PA	PA	P	P			PA
6.130	Coliseums, stadiums, and all other facilities listed in the 6.100 classification designed to seat or accommodate simultaneously more than 1,000 people											P	P	PC	PC	C
6.200	Activities Conducted Primarily Outside Enclosed Buildings or Structures, Except Those Uses Described in 6.300, 6.400, or 6.500															
6.210	Privately owned outdoor recreational facilities such as golf and country clubs, swimming or tennis clubs, etc., not constructed pursuant to a permit authorizing the construction of some residential development	C	C	C	C	C		PA	PA	PA	P		PA	PA	PA	

6.220	Publicly owned and operated outdoor recreational facilities such as athletic fields, golf courses, tennis courts, swimming pools, parks, etc., not constructed pursuant to a permit authorizing the construction of another use such as a school	C	C	C	C	C	PA	PA	PA	PA	P	P	PA	PA	PA
6.230	Golf driving ranges not accessory to golf courses, par 3 golf courses, miniature golf courses, skateboard parks, water slides, and similar uses										P	PA	PA	PA	PA
6.240	Horseback riding; stables (not constructed pursuant to permit authorizing residential development)												A	A	A
6.250	Automobile and motorcycle racing tracks													A	
6.260	Drive-in movie theaters											A		A	
6.300	Indoor or Outdoor Recreational Activities Compatible with Regional Recreation Facilities and/or Intended to Cater to Users of Such Facilities										P		PA	PA	PA
6.400	Over-Water or In-Water Structures, Other Than Boathouses or Boat Shelters, Accessible from Shore ¹⁸														
6.410	Privately owned, used by owner(s) of property only		P						C						
6.415	Privately owned, used by public ¹⁹								C						
6.420	Publicly owned, used by public		A						C						A
6.500	Boathouses or Boat Shelters														

6.600	Over-Water or In-Water Structures, Other Than Boathouses or Boat Shelters, Inaccessible from Shore ^{18, 19}														
6.610	Privately owned, used by owner(s) of property only		P												
6.620	Publicly owned, used by public		A												A
6.700	Marina ¹⁸							C							
6.800	Accessory Uses to a Boating Facility ^{18, 20}							C							
7.000	SECURE COMMUNITY TRANSITION FACILITIES AND CONFINEMENT FACILITIES														
7.100	Secure Community Transition Facilities												C	C	
7.400	Penal and Correctional Facilities, Work Release, Pre-Release or Similar Facilities												C	C	C
8.000	RESTAURANTS, BARS, NIGHT CLUBS														
8.100	No Substantial Carry-Out or Delivery Service, No Drive-In Service, No Service or Consumption Outside Fully Enclosed Structure							PA	PA	PA	P	P	P	P	PA
8.200	No Substantial Carry-Out or Delivery Service, No Drive-In Service, Service or Consumption Outside Fully Enclosed Structure Allowed							PA	PA	PA	P	P	P	P	PA
8.300	Carry-Out and Delivery Service, Consumption Outside Fully Enclosed Structure Allowed							PA	PA	PA	P	P	P	P	PA

8.400	Carry-Out and Delivery Service, Drive-In Service ⁹ , Service or Consumption Outside Fully Enclosed Structure Allowed								PA	PA		P	P	P	P	
8.500	Any Restaurant, Bar, or Night Club Except 8.600 Uses Compatible with Regional Recreation Facilities and Primarily Intended to Cater to Users of Such Facilities											P	P	P		
8.600	Public Places of Adult Entertainment											C	A			
9.000	MOTOR VEHICLE-RELATED SALES AND SERVICE OPERATIONS															
9.100	Motor Vehicle Sales or Rental; Mobile Home Sales								P ¹⁷	PA ²¹			P	P	P	
9.200	Sales with Installation of Motor Vehicle Parts or Accessories (e.g., Tires, Mufflers, Etc.)											P	P	P		
9.300	Motor Vehicle Repair and Maintenance, Not Including Substantial Body Work								PA	PA		P	P	P	P	
9.400	Motor Vehicle Painting and Body Work											P	P	P		
9.500	Gas Sales								PA	PA		P	P	P	P	
9.600	Car Wash								A ¹⁷			P	P	P	P	
10.000	STORAGE AND PARKING															
10.100	Automobile Parking Garages or Parking Lots Not Located on a Lot on Which There Is Another Principal Use to Which the Parking Is Related								PA	PA	PA	P	P	P	P	

10.200	Storage of Goods Not Related to Sale or Use of Those Goods on the Same Lot Where They Are Stored													
10.210	All storage within completely enclosed structures											P	P	P
10.220	Storage inside or outside completely enclosed structures											A		P
10.300	Parking of Vehicles or Storage of Equipment Outside Enclosed Structures Where: (1) Vehicles or Equipment Are Owned and Used by the Person Making Use of Lot, and (2) Parking or Storage Is More Than a Minor and Incidental Part of the Overall Use Made of the Lot											A	P	P
11.000	SCRAP MATERIALS SALVAGE YARDS, JUNKYARDS, AUTOMOBILE GRAVEYARDS												PC	
12.000	SERVICES AND ENTERPRISES RELATED TO ANIMALS													
12.100	Veterinarian							PA	PA	PA	P	P		
12.200	Kennel											A	P	P
13.000	EMERGENCY SERVICES													
13.100	Police Stations	C	C	C	C	C		C	C	C	P	C	P	C
13.200	Fire Stations	C	C	C	C	C		C	C	C	P	C	P	C
13.300	Rescue Squad, Ambulance Service	C	C	C	C	C		C	C	C	P	C	P	C
13.400	Civil Defense Operation											A	P	P

14.000	AGRICULTURAL, SILVICULTURAL, MINING, QUARRYING, SOIL PROCESSING OPERATIONS														
14.100	Agricultural Operations, Farming														
14.110	Excluding livestock											PC	P		
14.120	Including livestock												P		
14.200	Silvicultural Operations											P	P		
14.300	Mining, Quarrying, or Soil Processing Operations, Including On-Site Sales of Product												PC		
14.400	Reclamation Landfill											PC	C		
15.000	MISCELLANEOUS PUBLIC AND SEMI-PUBLIC FACILITIES														
15.100	Post Office							PA	PA	PA	P	PA	P	P	A
15.200	Airport													P	
15.300	Solid Waste Facilities (Publicly or Privately Owned)														
15.310	Solid waste transfer station											PC		PC	PC
15.320	Solid waste recycling center											PA		PC	PC
15.330	Sanitary landfill													PC	PC
15.340	Sewage/septic sludge recycling ²²													PC	PC
15.400	Military Reserve, National Guard Centers													PC	PC
15.500	Temporary Mobile or Modular Structures Used for Public Services (e.g., Mobile Classrooms, Civic	P	P	P	P	P	P	P	P	P	P	P	P	P	

	Services, Public Health Centers, Emergency Response Centers, Etc.) (See Section 14.44.048)														
16.000	DRY CLEANER, LAUNDROMAT								P	P	P	P	P		
17.000	UTILITY FACILITY														
17.100	Neighborhood	P	P	P	P	P		PA	PA	PA	P	P	P	P	P
17.200	Community or Regional												PC	PC	PC
18.000	TOWERS AND RELATED STRUCTURES														
18.100 ¹²	Towers and Antennas 50 Feet Tall or Less	P	P	P	P	P		P	P	P	P	P	P	P	P
18.200 ¹²	Towers and Antennas More Than 50 Feet Tall and Receive-Only Earth Stations	A	A	A	A	A		A	A	A		A	A	A	A
18.300	Wireless Communications Facilities ¹³	C	C	C	C	C	A	A	A	A		A	A	A	A
19.000	OPEN AIR MARKETS AND HORTICULTURAL SALES														
19.100	Open Air Markets (Farm and Craft Markets, Flea Markets, Produce Markets)							PA	PA	PA	P	PA	P	PC	PA
19.200	Horticultural Sales with Outdoor Display							PA	PA		P	P	P	P	PA
20.000	FUNERAL HOME							PA			P	P	P		
21.000	CEMETERY AND CREMATORIUM														
21.100	Cemetery											P	P	C	
21.200	Crematorium											P	C		

22.000	COMMERCIAL NURSERY SCHOOLS; DAY CARE CENTERS	A	A	A	A	P	PA	PA	PA	PA	P	PA		
23.000	TEMPORARY STRUCTURES USED IN CONNECTION WITH THE CONSTRUCTION OF A PERMANENT BUILDING OR FOR SOME NONRECURRING PURPOSE	P	P	P	P	P	P	P	P	P	P	P	P	P
24.000	BUS STATION, TRAIN STATION							PA			A	P	P	PA
25.000	COMMERCIAL GREENHOUSE OPERATIONS													
25.100	No On-Premises Sales										P	P	P	
25.200	On-Premises Sales Permitted										P	P	P	
26.000	EVENTS	Allowed in all zones. Level 3 and 4 events in all residential zones require public notice and a public hearing may be requested pursuant to Section 14.16C.065 (Events).												
27.000	STATE-LICENSED MARIJUANA FACILITIES ²³													
27.100	Marijuana Processing Facility - Indoor Only											A	A	
27.200	Marijuana Production Facility - Indoor Only											A	A	
27.300	Marijuana Retailer ²⁴											P	P	

Footnotes to the Permissible Use Table

¹ Subject to Section [14.44.010](#) (Mixed Use).

² A retail or office use in a commercial zone is permitted, except adjacent to or across the street from a residential zone will require an administrative or conditional use permit.

³ Subject to Section [14.48.010](#) (Minimum Lot Size Requirements).

⁴ Subject to Section [14.44.095](#) (Neighborhood Commercial).

⁵ Subject to Section [14.44.090](#) (Planned Business District).

⁶ A manufacturing or industrial use in an industrial zone is permitted, except adjacent to or across the street from a residential zone will require an administrative or conditional use permit.

⁷ For future use.

⁸ For future use.

⁹ Subject to Section [14.44.350](#) (Drive-Through Windows).

¹⁰ Subject to Section [14.44.015](#) (Residential Transition in the Central Business District).

¹¹ Developments pursuant to Chapter [14.46](#) require a administrative conditional use permit for less than 13 dwelling units and a conditional use permit for 13 or more dwelling units.

¹² Excludes wireless communication facilities. See Use Class 18.300.

¹³ No land use permit is required in certain situations. See Section [14.44.360](#)(d) and (e).

¹⁴ Existing multi-family structures, located in the Suburban Residential Zoning District, annexed into the City on or after January 1, 2006, are allowed and considered conforming land uses, so long as the structure is not expanded and/or replaced.

¹⁵ Any requests to expand and/or replace (regardless of reason) an existing multi-family structure, located in the Suburban Residential Zoning District, annexed into the City on or after January 1, 2006, shall require a conditional use permit and comply with the supplemental regulations found in Part V of Chapter [14.44](#), Supplementary Use Regulations.

¹⁶ Permissible and prohibited uses for subarea zoning districts are listed in Section [14.38.020](#). For development within adopted subareas, see Section [14.44.030](#).

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

¹⁸ These structures are regulated by the Shoreline Master Program, Shoreline Management Act and Title [14](#).

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

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

²¹ Only allowed in the Central Business District on properties north of 20th Street NE.

²² Only allowed as an essential public facility pursuant to Section [14.16C.060](#).

²³ Subject to Section [14.44.097](#) (State-Licensed Marijuana Facilities).

²⁴ Medical marijuana/cannabis can be sold at licensed retail facilities with endorsements from the Liquor and Cannabis Board pursuant to RCW [69.50.375](#).

Section 5. Expiration. The interim zoning regulations in sections 3, and 4 of this ordinance shall automatically expire and be deemed to have been repealed 12 months from the date of adoption unless renewed or otherwise extended prior to such date in accordance with RCW 35A.63.220.

Section 6. Public hearing. The City Council will hold a public hearing on this matter on December 12, 2017, at the hour of 7:00 p.m. at 12309 22nd Street NE Lake Stevens, Washington for the purpose of hearing public testimony on this matter in accordance RCW 35A.63.220. The notice for the public hearing shall specifically indicate that this ordinance may be renewed for one or more six month periods if a subsequent public hearing is held and findings of fact are made prior to each renewal.

Section 7. Renewal. In accordance with RCW 35A.63.220, this ordinance may be renewed for one or more six month periods if a subsequent public hearing is held and findings of fact are made prior to each renewal.

Section 8. Severability. If any section, sentence, clause or phrase of this ordinance shall be held to be invalid or unconstitutional by the Growth Management Hearings Board, or a court of competent jurisdiction, such invalidity or unconstitutionality shall not affect the validity or constitutionality of any other section, sentence, clause or phrase of this ordinance. Provided, however, that if any section, sentence, clause or phrase of this ordinance is held to be invalid by the Board or court of competent jurisdiction, then the section, sentence, clause or phrase in effect prior to the effective date of this ordinance shall be in full force and effect for that individual section, sentence, clause or phrase as if this ordinance had never been adopted.

PASSED by the City Council of the City of Lake Stevens this _____ day of October, 2017.

John Spencer, Mayor

ATTEST/AUTHENTICATION:

Kathy Pugh, Deputy City Clerk

APPROVED AS TO FORM:

Grant K. Weed, City Attorney

First and Final Reading: _____, 2017

Published: _____

Effective Date: _____

City of Lake Stevens SUPERVISED DRUG CONSUMPTION FACILITIES - Code Revision Work Program

ACTIVITY	OCTOBER	SUPERVISED DRUG CONSUMPTION FACILITIES / NO. 17- Draft Regulations							MAY	JUNE	JULY	AUGUST	SEPTEMBER
		NOVEMBER	DECEMBER	JANUARY	FEBRUARY	MARCH	APRIL						
Research					30 – 90 days								
Draft Code Amendments							14-days						
Draft Ordinances								14-days					
Attorney Review									7 Days Before Hearing				
Prepare & Issue SEPA (comment/appeal)							14-day review						
Commerce Review							60-day review						
Publish Notice Planning Commission Public Hearing								Notice Twice – 1 st notice 10 Days Before Hearing					
Planning Commission Review (B-briefing; PH-public hearing)							4-4-2018 (B)	5-2-2018 (B)	6-6-2018 (PH)				
Publish Notice City Council Public Hearing										Notice 10 Days Before Hearing	Notice 10 Days Before Hearing		
City Council Briefings & Workshops (B-briefing; PH-public hearing)									6-12-2018 (B) – 1 ST meeting				
City Council Public Hearing, 1 st Reading			12-12-2017 (PH) Interim Ord							7-10-2018 (PH) 1 st Reading			
City Council Public Hearing, 2nd & Final Reading											8-14-2018 (PH) 2 nd Reading		
Effective date	Adoption of Emergency Interim Ord 10-24-2017											Code Revisions Effective -5 Days After Publication	

Purpose: To define and regulate “Supervised Drug Consumption Facilities” within the City of Lake Steven. Regulations to be included in the Lake Stevens Municipal Code.

Note: Snohomish County has also adopted an interim ordinance prohibiting the siting of Supervised Drug Consumption Facilities within the unincorporated portions of the county.

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LAKE STEVENS CITY COUNCIL
STAFF REPORT

Council Agenda Date: December 12, 2017

Subject: Repeal of Resolution 2017-18 and adoption of Resolution 2017-21, Accepting the 10 Percent Pellerin Annexation Petition/Authorization of 60 Percent Petition Circulation

Contact Person/Department: Joshua Machen, AICP, Senior Planner
Budget Impact: none
Person/Department: Russ Wright, Community Dev. Director

RECOMMENDATION(S)/ACTION REQUESTED OF COUNCIL:

Approve Resolution 2017-21 to:

1. Repeal Resolution 2017-18;
2. Accept the revised 10 percent Pellerin Annexation petition and authorize the circulation of 60 percent petition; and
3. Require the simultaneous adoption of land use and zoning designations and require the assumption of all existing City indebtedness.

DISCUSSION:

On November 14, 2017, the City Council passed Resolution 2017-018 accepting the 10 percent Pellerin Annexation petition and authorizing the gathering of signatures for the 60 percent annexation petition. At the request of the petitioners, the City Council reconsidered Resolution 2017-018 at its meeting on November 28, 2017. Council discussed proposed revisions to the area and alternate zoning.

As directed, the staff has prepared a new resolution that repeals Resolution 2017-018 and accepts the 10 percent annexation petition and authorizes the circulation of a 60 percent annexation petition. The property is approximately 27 acres and the petitioners own over 10-percent of the land value within the proposed annexation area (Resolution Exhibits B &C). The revised annexation area is located east of Lake Stevens city limits, which is just across South Lake Stevens Road. The proposed annexation is an area bounded on the north by an existing neighborhood and large undeveloped lots, on the south by 18th Street SE, by Lake Stevens Road on the west and on the east by Mission Ridge Subdivision.

In accordance with the City Council direction received on November 28, 2017, the zoning for the modified Pellerin Annexation area is proposed to be HUR (High Urban Residential) with a land use designation of Medium Density Residential.

ATTACHMENTS

Attachment 1 – Draft Resolution 2017-21 with exhibits

**City of Lake Stevens
Lake Stevens, WA****RESOLUTION NO. 2017-021****A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LAKE STEVENS REPEALING
RESOLUTION NO. 2017-018/PELLERIN AND APPROVING A REVISED 10%
ANNEXATION PETITION TO THE CITY PURSUANT TO RCW 35A.14.120;
APPROVING ZONING AND COMPREHENSIVE PLAN DESIGNATIONS UPON
ANNEXATION; REQUIRING ASSUMPTION OF CITY INDEBTEDNESS AND
AUTHORIZING THE CIRCULATION OF ANNEXATION PETITIONS.**

WHEREAS, The Lake Stevens City Council (Council) adopted Ordinance No. 937 establishing the 2015 – 2035 Comprehensive Plan that sets planning goals, policies and implementation strategies for the Lake Stevens Urban Growth Area (UGA) pursuant to Chapter 36.70A RCW; and

WHEREAS, the City of Lake Stevens (City) and Snohomish County entered into an updated Interlocal Agreement related to Annexation and Urban Development in the Lake Stevens UGA recorded under Auditors File No. 200511100706 on November 10, 2005; and

WHEREAS, the City Council recently reviewed the City's annexation strategy to determine its consistency with current practices, policies and procedures and passed Resolution 2016-21; and

WHEREAS, a notice from a property owner signifying their intention to commence annexation proceedings pursuant to RCW 35A.14.120 has been filed with the City (Exhibit A).

WHEREAS, the applicant requested a reduced annexation area and the City Council approved the area shown on the Exhibit B map and a list of tax parcel numbers and owners is listed in Exhibit C. The annexation area being contiguous with the existing City limits, lies within unincorporated Snohomish County, and may generally be described as an area of approximately twenty-seven (27) acres, bounded on the north by an existing neighborhood and large undeveloped lots, on the south by 18th Street SE, by Lake Stevens Road on the west and on the east by Mission Ridge Subdivision. Said unincorporated area is within the City's Urban Growth Area; and

WHEREAS, pursuant to RCW 35A.14.120, the signed property-owner letter represents more than ten (10) percent of the current total assessed value of all parcels in the proposed annexation area; and

WHEREAS, on November 14, 2017 the City Council passed Resolution 2017-018 authorizing the petitioners to circulate a 60% petition; and

WHEREAS, on November 22 and 24, 2017, the petitioner requested that the City Council reconsider Resolution 2017-18 regarding the proposed zoning and annexation boundary and;

WHEREAS, on November 28, 2017 the City Council voted to reconsider Resolution 2017-018 and directed staff to prepare a new resolution designating the zoning to be HUR (High Urban Residential) and adjusting the annexation boundary;

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

SECTION 1. Resolution 2017-18 adopted November 14, 2017 is hereby repealed for the reason that it is replaced by this Resolution.

SECTION 2. Subject to Sections 3-5 below, the Lake Stevens City Council approves the initiation of annexation proceedings pursuant to RCW 35A.14.120 for the area described in attached Exhibits B and C and authorizes the circulation of 60% petitions for annexation within the area in accordance with the requirements of RCW 35A.14.120.

SECTION 3. The area described in attached Exhibits B and C, if annexed, shall be required to assume its proportionate share of the general indebtedness of the City of Lake Stevens at the time of the effective date of such annexation.

SECTION 4. The area described in attached Exhibits B and C, if annexed, shall be designated in the City's Comprehensive Plan as MDR (Medium Density Residential) and on the City's Zoning Map as HUR (High Urban Residential).

SECTION 5. A certified copy of this resolution, together with a copy of the letter of intention to commence annexation proceeding shall be filed with the Snohomish County Boundary Review Board in accordance with its procedures.

SECTION 6. Petitions for annexation to be circulated as authorized by this resolution shall set forth clearly the decision of the Lake Stevens City Council in Sections 2 and 3 hereof, regarding the assumption of indebtedness and the zoning of the properties upon annexation and shall be on petition forms with language as approved by the City prior to circulation of said petitions.

PASSED by the City Council of the City of Lake Stevens this 12th day of December 2017

John Spencer, Mayor

ATTEST:

Kathy Pugh, Deputy City Clerk

APPROVED AS TO FORM:

Grant Weed, City Attorney

DRAFT



Exhibit A

TOYER STRATEGIC CONSULTING NAVIGATE OPPORTUNITY

October 4, 2017

Mr. Russ Wright
Community Development Director
City of Lake Stevens
PO Box 257
Lake Stevens, WA 98258

RE: PETITION FOR ANNEXATION

Dear Russ,

Our firm has provided assistance to landowners of real property adjacent to the existing corporate limits of the City of Lake Stevens who wish to petition the City for annexation under the Direct Petition Method. With their signatures (or the signatures of legal signatories in some cases), the attached petition meets the 10% threshold to initiate the Direct Petition Annexation process.

The area covered by this proposed annexation has been drawn based on natural boundaries, etc. A map is hereto attached. For convenience, our firm has been referring to this area as the "Pellerin" annexation.

We fully expect our firm will continue to work with landowners and interested parties throughout the designated annexation process and we look forward to working with the City to assist in scheduling community meetings, distributing information to the proposed annexation area and etc.

Should you have any questions or should we be able to be of assistance, please do not hesitate to contact us at any time.

Respectfully submitted this 4th day of October 2017.

TOYER STRATEGIC CONSULTING, LLC.

BY: DAVID K. TOYER
ITS: FOUNDER/AUTHORIZED AGENT



NOTICE OF INTENT TO ANNEX – PELLERIN ANNEXATION

DECLARATION

We, the undersigned, are owners of real property lying outside of the corporate limits of the city of Lake Stevens, Washington, but contiguous thereto and designated as part of the Lake Stevens Urban Growth Area.

We, the undersigned, owning in excess of 10% of the total value of the area formed by our property and that between and abutting the city of Lake Stevens; do hereby declare our intention to circulate a petition for annexation to the city of Lake Stevens, Washington under the direct petition method for the area attached hereto as Exhibit A. It is acknowledged that this petition may consist of multiple documents filed separately.

AUTHORIZATION

Printed names and signatures of all persons having an interest in real property in the area formed by their property and that between and abutting the city of Lake Stevens whose consent is required by virtue of such interest to authorize the filing of this notice are hereto attached.

Name of Property Owner (Print Clearly)	Signature of Property Owner	Date Signed	Property Address or Assessors Parcel Number	Acres
Christopher Haynes STEPHANIE HAYNES		9/14/17	29061900401300	1.00
James Trimble		9/4/17	29061900401500 29061900400900 29061900400800 29061900400801	0.44 2.43 2.85 0.00
Timothy Kaintz		9/13/17	479700000401 479700000402 479700000403	1.00 0.09 1.57
Anna Sebring Trust		9/14/17	29061900400600 29061900400601	1.00 3.88
On Rita Day Martin James Edward Haynes STEPHANIE HAYNES		9/14/17	29061900403500	2.41

RETURN TO: City of Lake Stevens
1812 Main Street, P.O. Box 257

Who can I call for more information?

For questions regarding the annexation process or for general information regarding land use and zoning, Planning and Community Development at (425) 212-3315.

Who can I call for more information?

For questions regarding the annexation process or for general information regarding land use and zoning, Planning and Community Development at (425) 212-3315.

C:\Users\larmomullen\MPSS55\AppData\Local\Microsoft\Windows\Temporary Internet Files\Content.Outlook\AQNJ8XF3\10% Intent Signature Form Pellerin Reg Dir Petition Method.doc

Exhibit B





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LAKE STEVENS CITY COUNCIL
STAFF REPORT

Council Agenda Date: December 12, 2017

Subject: Repeal of Resolution 2017-19 and adoption of Resolution 2017-22, Accepting the 10 Percent Rhodora Annexation Petition/Authorization of 60 Percent Petition Circulation

Contact Person/Department: Joshua Machen, AICP, Senior Planner
Budget Impact: none
Person/Department: Russ Wright, Community Dev. Director

RECOMMENDATION(S)/ACTION REQUESTED OF COUNCIL:

Approve Resolution 2017-22 to:

1. Repeal Resolution 2017-19;
2. Accept the revised 10 percent Rhodora Annexation petition and authorize the circulation of 60 percent petition; and
3. Require the simultaneous adoption of land use and zoning designations and require the assumption of all existing City indebtedness.

DISCUSSION:

On November 14, 2017, the City Council passed Resolution 2017-019 accepting the 10 percent Rhodora Annexation petition and authorizing the gathering of signatures for the 60 percent annexation petition. At the request of the petitioners, the City Council reconsidered Resolution 2017-019 during its meeting on November 28, 2017. Council discussed alternate zoning.

As directed, staff has prepared a new resolution that repeals Resolution 2017-019 and accepts the 10 percent annexation petition and authorizes the circulation of a 60 percent annexation petition. The property is approximately 93 acres and the petitioners own over 10-percent of the land value within the proposed annexation area (Resolution Exhibits B &C). The proposed annexation area lies within unincorporated Snohomish County, and may generally be described as an area located just east of Lake Stevens city limits, which is at the parcels located on the northeast corner of South Lake Stevens Road and Machias Cutoff Rd. The proposed annexation extends north along the shore of Lake Stevens approximately 680 feet, then extends to the east to 123rd Avenue then south to Machias Cutoff Road including all the land and subdivisions bounded by 123rd Ave, Machias Cut off and South Lake Stevens Road. Said unincorporated area is within the City's Urban Growth Area;

In accordance with the City Council direction received on November 28, 2017, the zoning for the Rhodora Annexation is proposed to be HUR (High Urban Residential, except for those properties within 200 feet of the shoreline which would be zoned WR (Waterfront Residential). The land use designations would be Medium Density Residential and Waterfront Residential respectively.

ATTACHMENTS

Attachment 1 – Draft Resolution 2017-22 with exhibits

**City of Lake Stevens
Lake Stevens, WA****RESOLUTION NO.2017-022****A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LAKE STEVENS REPEALING
RESOLUTION NO. 2017-019/RHODORA AND APPROVING A REVISED 10%
ANNEXATION PETITION TO THE CITY PURSUANT TO RCW 35A.14.120;
APPROVING ZONING AND COMPREHENSIVE PLAN DESIGNATIONS UPON
ANNEXATION; REQUIRING ASSUMPTION OF CITY INDEBTEDNESS AND
AUTHORIZING THE CIRCULATION OF ANNEXATION PETITIONS.**

WHEREAS, The Lake Stevens City Council (Council) adopted Ordinance No. 937 establishing the 2015 – 2035 Comprehensive Plan that sets planning goals, policies and implementation strategies for the Lake Stevens Urban Growth Area (UGA) pursuant to Chapter 36.70A RCW; and

WHEREAS, the City of Lake Stevens (City) and Snohomish County entered into an updated Interlocal Agreement related to Annexation and Urban Development in the Lake Stevens UGA recorded under Auditors File No. 200511100706 on November 10, 2005; and

WHEREAS, the City Council recently reviewed the City's annexation strategy to determine its consistency with current practices, policies and procedures and passed Resolution 2016-21; and

WHEREAS, a notice from a property owner signifying their intention to commence annexation proceedings pursuant to RCW 35A.14.120 has been filed with the City (Exhibit A). The proposed annexation area is shown on the Exhibit B map and a list of tax parcel numbers and owners is listed in Exhibit C. This area lies within unincorporated Snohomish County, and may generally be described as an area of approximately ninety- three (93) acres, located just east of Lake Stevens city limits, which is at the parcels located on the northeast corner of South Lake Stevens Road and Machias Cutoff Rd. The proposed annexation extends north along the shore of Lake Stevens approximately 680 feet, then extends to the east to 123rd Avenue then south to Machias Cutoff Road including all the land and subdivisions bounded by 123rd Ave, Machias Cut off and South Lake Stevens Road. Said unincorporated area is within the City's Urban Growth Area; and

WHEREAS, pursuant to RCW 35A.14.120, the signed property-owner letter represents more than ten (10) percent of the current total assessed value of all parcels in the proposed annexation area;

WHEREAS, on November 14, 2017 the City Council passed Resolution 2017-019 authorizing the petitioners to circulate a 60% petition; and

WHEREAS, on November 22 and 24, 2017 the petitioner requested that the City Council reconsider Resolution 2017-19 and;

WHEREAS, on November 28, 2017 the City Council voted to reconsider Resolution 2017-019 and directed staff to prepare a new resolution designating the zoning to be HUR (High Urban Residential), except for the area within 200 feet of the shoreline, which is to be designated WR (Waterfront Residential);

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

SECTION 1. Resolution 2017-19 adopted November 14, 2017 is hereby repealed for the reason that it is replaced by this Resolution.

SECTION 2. Subject to Sections 3-5 below, the Lake Stevens City Council approves the initiation of annexation proceedings pursuant to RCW 35A.14.120 for the area described in attached Exhibits B and C, and authorizes the circulation of 60% petitions for annexation within the area in accordance with the requirements of RCW 35A.14.120.

SECTION 3. The area described in attached Exhibits B and, if annexed, shall be required to assume its proportionate share of the general indebtedness of the City of Lake Stevens at the time of the effective date of such annexation.

SECTION 4. The area described in attached Exhibits B and C, if annexed, shall be designated in the City's Comprehensive Plan as MDR (Medium Density Residential) and on the City's Zoning Map as HUR (High Density Residential), except that any lot within 200 feet of the ordinary high water line of Lake Stevens shall be zoned WR (Waterfront Residential).

Section 5. Petitions for annexation to be circulated as authorized by this resolution shall set forth clearly the decision of the Lake Stevens City Council in Sections 2 and 3 hereof, regarding the assumption of indebtedness and the zoning of the properties upon annexation and shall be on petition forms with language as approved by the City prior to circulation of said petitions.

PASSED by the City Council of the City of Lake Stevens this 12th day of December 2017

John Spencer, Mayor

ATTEST:

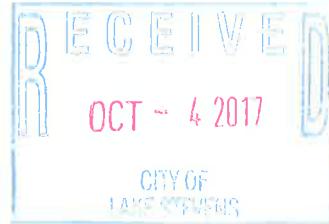
Kathy Pugh, Deputy City Clerk

Grant Weed, City Attorney

**TOYER STRATEGIC CONSULTING**
NAVIGATE OPPORTUNITY

October 4, 2017

Mr. Russ Wright
Community Development Director
City of Lake Stevens
PO Box 257
Lake Stevens, WA 98258

**RE: PETITION FOR ANNEXATION**

Dear Russ,

Our firm has provided assistance to several land owners of real property adjacent to the existing corporate limits of the City of Lake Stevens who wish to petition the City for annexation under the Direct Petition Method. With their signatures and those of other adjacent owners of real property, the attached petition meets the 10% threshold to initiate the Direct Petition Annexation process.

The area covered by this proposed annexation has been drawn based on natural boundaries, etc. A map is hereto attached. For convenience, our firm has been referring to this area as the "Rhodora South" annexation.

We fully expect our firm will continue to work with landowners and interested parties throughout the designated annexation process and we look forward to working with the City to assist in scheduling community meetings, distributing information to the proposed annexation area and etc.

Should you have any questions or should we be able to be of assistance, please do not hesitate to contact us at any time.

Respectfully submitted this 4th day of October 2017.

TOYER STRATEGIC CONSULTING, LLC.

BY: DAVID K. TOYER
ITS: FOUNDER/AUTHORIZED AGENT



NOTICE OF INTENT TO ANNEX – RHODORA SOUTH ANNEXATION

DECLARATION

We, the undersigned, are owners of real property lying outside of the corporate limits of the city of Lake Stevens, Washington, but contiguous thereto and designated as part of the Lake Stevens Urban Growth Area.

We, the undersigned, owning in excess of 10% of the total value of the area formed by our property and that between and abutting the city of Lake Stevens; do hereby declare our intention to circulate a petition for annexation to the city of Lake Stevens, Washington under the direct petition method for the area attached hereto as Exhibit A. It is acknowledged that this petition may consist of multiple documents filed separately.

AUTHORIZATION

Printed names and signatures of all persons having an interest in real property in the area formed by their property and that between and abutting the city of Lake Stevens whose consent is required by virtue of such interest to authorize the filing of this notice are hereto attached.

Name of Property Owner (Print Clearly)	Signature of Property Owner	Date Signed	Property Address or Assessor's Parcel Number	Acres
Garrison Ford	<i>Garrison Ford</i>	10/3/17	1143400002000	0.11
WENDY WAGNER	<i>Wendy Wagner</i>	10-3-17	1143400001700	0.12
Gwen R. Simmerman	<i>Gwen R. Simmerman</i>	10-3-17	1143400001300	0.17
JSA D WEINSTEIN	<i>JSA D Weinstein</i>	10/3/17	1143400000900	0.12
OPALIO MARKS	<i>Opalio Marks</i>	10-3-17	1143400000600	0.16
Brock Mery	<i>Brock Mery</i>	10-3-17	1143400000500	0.18
MATK Collins	<i>Matk Collins</i>	10-2-17	29062000204200	0.29
Don Mulvey	<i>D. Mulvey</i>	10/4/17	1120600000300	0.11

RETURN TO: City of Lake Stevens
1812 Main Street, P.O. Box 257
Lake Stevens, WA 98258-0257

Who can I call for more information?

For questions regarding the annexation process or for general information regarding land use and zoning, Planning and Community Development at (425) 212-3315.



NOTICE OF INTENT TO ANNEX – RHODORA SOUTH ANNEXATION

DECLARATION

We, the undersigned, are owners of real property lying outside of the corporate limits of the city of Lake Stevens, Washington, but contiguous thereto and designated as part of the Lake Stevens Urban Growth Area.

We, the undersigned, owning in excess of 10% of the total value of the area formed by our property and that between and abutting the city of Lake Stevens; do hereby declare our intention to circulate a petition for annexation to the city of Lake Stevens, Washington under the direct petition method for the area attached hereto as Exhibit A. It is acknowledged that this petition may consist of multiple documents filed separately.

AUTHORIZATION

Printed names and signatures of all persons having an interest in real property in the area formed by their property and that between and abutting the city of Lake Stevens whose consent is required by virtue of such interest to authorize the filing of this notice are hereto attached.

Name of Property Owner (Print Clearly)	Signature of Property Owner	Date Signed	Property Address or Assessors Parcel Number	Acres
Janay Ransom	Janay Ransom	9/13/17	1120600000400	0.12
Jacob Black	Jacob Black	9/13/17	1120600000800	0.17
Jaime Collins	Jaime Collins	9/13/17	1120600001800	0.16
Nathan Packard	Nathan Packard	9/13/17	1120600002200	0.27
Robert Goeke	Robert Goeke	9/13/17	1120600003100	0.09

RETURN TO: City of Lake Stevens
1812 Main Street, P.O. Box 257
Lake Stevens, WA 98258-0257

Who can I call for more information?

For questions regarding the annexation process or for general information regarding land use and zoning, Planning and Community Development at (425) 212-3315.



DECLARATION

We, the undersigned, are owners of real property lying outside of the corporate limits of the city of Lake Stevens, Washington, but contiguous thereto and designated as part of the Lake Stevens Urban Growth Area.

We, the undersigned, owning in excess of 10% of the total value of the area formed by our property and that between and abutting the city of Lake Stevens; do hereby declare our intention to circulate a petition for annexation to the city of Lake Stevens, Washington under the direct petition method for the area attached hereto as Exhibit A. It is acknowledged that this petition may consist of multiple documents filed separately.

AUTHORIZATION

Printed names and signatures of all persons having an interest in real property in the area formed by their property and that between and abutting the city of Lake Stevens whose consent is required by virtue of such interest to authorize the filing of this notice are hereto attached.

Name of Property Owner (Print Clearly)	Signature of Property Owner	Date Signed	Property Address or Assessors Parcel Number	Acres
Mary M. Mayberry	Mary M. Mayberry	9/19/17	29062000204400	27.62

RETURN TO: City of Lake Stevens
1812 Main Street, P.O. Box 257
Lake Stevens, WA 98258-0257

For questions regarding the annexation process or for general information regarding land use and zoning, Planning and Community Development at (425) 212-3315.

Exhibit B

Rhodora Annexation Map



Exhibit C

PARCEL ID	TAX YEAR	ACRES	VALUE	NAME	ADDRESS	CITY	STATE	ZIP
626800000700	2017	0.33	\$262,100.00	PERRY ERICKA N	11919 12TH ST SE	LAKE STEVENS	WA	98258
29062000204100	2017	0.29	\$301,600.00	DELP TYLER LUCAS/BENNETT BROOKE NICOLE	831 116TH AVENUE SE	LAKE STEVENS	WA	98258
29062000204200	2017	0.29	\$321,000.00	COLLINS MARK G & MICHELLE LYNN	12680 NE 10TH PL	BELLEVUE	WA	98005
29062000204300	2017	0.29	\$43,400.00	WARRICK STEPHEN K & JACQUELINE	917 115TH AVE SE	LAKE STEVENS	WA	98258-9470
29062000204000	2017	0.62	\$311,000.00	BREWER STACY J & JENNIKA MAE	1101 116TH AVE SE	LAKE STEVENS	WA	98258
29062000210300	2017	0.64	\$413,000.00	SEY SOTHY/HAGEN KYLE	1119 116TH AVE SE	LAKE STEVENS	WA	98258
29061900103900	2017	0.28	\$617,300.00	REEKS ERIC E	815 S LAKE STEVENS RD	LAKE STEVENS	WA	98258-8549
29061900103600	2017	0.29	\$736,300.00	HEGGIE ERIC D & LORI R	821 S LAKE STEVENS RD	LAKE STEVENS	WA	98258
29061900103500	2017	0.2	\$172,900.00	DONNELLY BRIAN J	907 123RD AVE NE	LAKE STEVENS	WA	98258
29061900106200	2017	0.3	\$262,000.00	BISSON WALTER L	905 S LK STEVENS RD	LAKE STEVENS	WA	98258
29061900103400	2017	0.4	\$80,680.00	BISSON WALTER L	905 S LK STEVENS RD	LAKE STEVENS	WA	98258
29061900103300	2017	1.32	\$182,400.00	SHILLINGFORD BURTON R	925 S LK STEVENS RD	LK STEVENS	WA	98258
29062000203900	2017	4.92	\$344,900.00	WARRICK DAVID F & JANICE K	625 S LAKE STEVENS RD	LAKE STEVENS	WA	98258-8548
29061900104800	2017	2.74	\$958,700.00	KNUTSON LEONARD G & DARLENE	11325 MACHIAS CUTOFF	LAKE STEVENS	WA	98258
29062000203800	2017	1.2	\$302,700.00	KINNEY KEVIN C	11623 MACHIAS CUTOFF	LAKE STEVENS	WA	98258-9410
29062000209800	2017	1.33	\$326,400.00	OLSON KERRI B	11617 MACHIAS CUTOFF	LAKE STEVENS	WA	98258-9410
29062000210000	2017	0.38	\$87,500.00	KRUSE THOMAS C & MICHELLE	11615 MACHIAS CUTOFF RD	LAKE STEVENS	WA	98258
29062000209900	2017	2.47	\$519,300.00	KRUSE THOMAS C & MICHELLE	11615 MACHIAS CUTOFF RD	LAKE STEVENS	WA	98258
1120600000600	2017	0.27	\$316,500.00	TIMCHAK DANIEL R & MUTASCU JOSEFINA P	1117 117TH DR SE	LAKE STEVENS	WA	98258
1120600001100	2017	0.15	\$331,600.00	WITHEROW MATTHEW W & BRITTAINE R	1027 117TH DR SE	LAKE STEVENS	WA	98258
1120600002000	2017	0.25	\$349,500.00	VERBA AARON J/PROCTOR ANNE K	919 117TH DR SE	LAKE STEVENS	WA	98258
1120600002100	2017	0.23	\$349,500.00	LACELLE RICHARD & TERESA	918 117TH DR SE	LAKE STEVENS	WA	98258
1120600002200	2017	0.27	\$332,100.00	PACKARD NATHAN O & TELISHA M	924 117TH DR SE	LAKE STEVENS	WA	98258
1120600002300	2017	0.18	\$317,400.00	EBNER BRAD & NICOLE	1002 117TH DR SE	LAKE STEVENS	WA	98258
1120600002400	2017	0.14	\$332,100.00	KIRK RONA	1008 117TH DR SE	LAKE STEVENS	WA	98258
1120600002500	2017	0.14	\$317,400.00	GERO NICHOLAS S & SUTTON JENNIFER A	1014 117TH DR SE	LAKE STEVENS	WA	98258
1120600002600	2017	0.1	\$316,600.00	CORBIN RONALD L	1024 117TH DR SE	LAKE STEVENS	WA	98258
1120600002700	2017	0.09	\$331,200.00	SOPHIE M LYNETTE & BROWN VINCENT R	1030 117TH DR SE	LAKE STEVENS	WA	98258
1120600002800	2017	0.09	\$317,400.00	BROWN PAULA MARIE	1102 117TH DR SE	LAKE STEVENS	WA	98258
1120600002900	2017	0.09	\$331,600.00	GRAFF MATTHEW & TINA	1108 117TH DR SE	LAKE STEVENS	WA	98258
1120600003000	2017	0.09	\$317,400.00	DUCE MICHAEL J	1112 117TH DR SE	LAKE STEVENS	WA	98258
1120600003100	2017	0.09	\$332,100.00	GOETZ ROBERT GERALD	1116 117TH DR SE	LAKE STEVENS	WA	98258
1120600003200	2017	0.09	\$331,600.00	DAVIS FAMILY TRUST	1122 117TH DR SE	LAKE STEVENS	WA	98258

1120600003300	2017	0.09	\$317,400.00	EHRESMAN BRENT O & SAMANTHA N	1130 117TH DR SE	LAKE STEVENS	WA	9258
626800000500	2017	0.34	\$233,400.00	FOUDRAY JOHN W	11907 12TH ST SE	LAKE STEVENS	WA	98258-9701
626800000800	2017	0.37	\$240,800.00	FAGERLIE QUINTIN E	11927 12TH ST SE	LAKE STEVENS	WA	98258-9701
626800000900	2017	0.54	\$85,720.00	LARSON THERESE M	1117 119TH DR SE	LAKE STEVENS	WA	98258-9751
626800001000	2017	0.31	\$321,700.00	KEPLER MELODEE L	1123 119TH DR SE	LAKE STEVENS	WA	98258
585800000700	2017	0.28	\$243,900.00	BRAINARD KERINA L	1122 121ST AVE SE	LAKE STEVENS	WA	98258-8649
585800000800	2017	0.33	\$275,800.00	WRIGHT LINDA M	1116 121ST AVE SE	LAKE STEVENS W		98258
585800000900	2017	0.31	\$311,300.00	SANDERS ERIK KALSKIN	1104 121ST AVE SE	LAKE STEVENS	WA	98258
585800001000	2017	0.24	\$278,800.00	WICKLINE DAVID M	1232 121ST AVE SE	LAKE STEVENS	WA	98258
585800001100	2017	0.25	\$262,100.00	AUERBACH BARRY W & TRACEY S	12115 11TH PL SE	LAKE STEVENS	WA	98258-9799
585800001200	2017	0.25	\$299,700.00	DOTY BRIAN & LINDSAY	12123 11TH PL SE	LAKE STEVENS	WA	98258-9799
585800001300	2017	0.23	\$275,500.00	TRUMBULL BERNA A	12131 11TH PL SE	LAKE STEVENS	WA	98258
585800001700	2017	0.26	\$315,100.00	JOHNSON DYLAN G & PYKA JULIE M	15211 94TH ST NE	LAKE STEVENS	WA	98258
29062000204600	2017	1.93	\$304,300.00	NEWELL ROBERT E	1020 123RD AVE SE	LAKE STEVENS	WA	98258-9794
626800000400	2017	0.29	\$286,600.00	POSTELWAIT CARY	11918 12TH ST SE	LAKE STEVENS	WA	98258-9701
626800000600	2017	0.42	\$189,700.00	CONINE WAYNE	11903 12TH ST SE	LAKE STEVENS	WA	98258-9701
585800000600	2017	0.25	\$258,300.00	HARRIS GINA ANNE/TAUSCHECK JASON EDWARI	1132 121ST AVE SE	LAKE STEVENS	WA	98258
585800001400	2017	0.23	\$241,800.00	MCGINNIS RICKARD & VICKI	12130 11TH PL SE	LAKE STEVENS	WA	98258
585800001500	2017	0.25	\$229,300.00	HOWELL CHRISTOPHER GRANT	6625 WILLOW RD	EVERETT	WA	98203-4304
585800001600	2017	0.25	\$258,300.00	BELSHEE GARY L	12114 11TH PLACE S E	LAKE STEVENS	WA	98258
585800001800	2017	0.28	\$307,700.00	WESTERINEN BRANDON M & STEPHANIE R	1201 121ST AVE SE	LAKE STEVENS	WA	98258-9750
29062000204400	2017	27.62	\$471,700.00	ALLEN SHEILA A	711 123RD AVE SE	LAKE STEVENS	WA	98258-9794
626800001100	2017	0.27	\$301,100.00	LUDWIG BARBARA	1131 119TH DR SE	LAKE STEVENS	WA	98258
29062000209200	2017	4	\$354,200.00	FENNER RUSSELL J	827 RHODORA HEIGHTS RD	LAKE STEVENS	WA	98258-9257
29062000209100	2017	2	\$299,000.00	SLAUGHTER ALBERT & JOANN	1113 RHODORA HTS RD	LAKE STEVENS	WA	98258
29062000209600	2017	1	\$415,000.00	HANSEN ROGER	808 RHODORA HEIGHTS RD	LAKE STEVENS	WA	98258-9257
1120600000100	2017	0.14	\$338,900.00	MULVEY DONALD & TRACY	11733 12TH ST SE	LAKE STEVENS	WA	98258
1120600000200	2017	0.11	\$348,600.00	LOCKE LOLA M	11727 12TH ST SE	LAKE STEVENS	WA	98258
1120600000300	2017	0.11	\$316,500.00	ROBENS DAWN MARIE	11721 12TH ST SE	LAKE STEVENS	WA	98258
1120600000400	2017	0.12	\$316,600.00	RANSOM CALEB C & JANAY L	1129 117TH DR SE	LAKE STEVENS	WA	98258
1120600000500	2017	0.11	\$330,800.00	WOOD JEFFREY STEPHEN	1121 117TH DR SE	LAKE STEVENS	WA	98258
1120600000700	2017	0.1	\$348,600.00	CLARK BRADY W & JEANETTE	1113 117TH DR SE	LAKE STEVENS	WA	98258
1120600000800	2017	0.17	\$331,100.00	BLACK JACOB & RACHEL	1109 117TH DR SE	LAKE STEVENS	WA	98258
1120600000900	2017	0.18	\$348,600.00	FINK JASON M & AMY K	1105 117TH DR SE	LAKE STEVENS	WA	98258

1120600001000	2017	0.17	\$317,400.00	CABE MICHAEL JUSTIN	1033 117TH DR SE	LAKE STEVENS	WA	98258
1120600001200	2017	0.14	\$317,400.00	BARRY YEVETTE D	1023 117TH DR SE	LAKE STEVENS	WA	98258
1120600001300	2017	0.13	\$332,100.00	DISHION MARGARET JOLENE	1019 117TH DR SE	LAKE STEVENS	WA	98258
1120600001400	2017	0.12	\$317,400.00	BOECKEL JEREMY D & ALICIA M	1013 117TH DR SE	LAKE STEVENS	WA	98258
1120600001500	2017	0.11	\$331,600.00	MCCOOL JOSEPH M	1009 117TH DR SE	LAKE STEVENS	WA	98258
1120600001600	2017	0.12	\$317,400.00	OLSON MATHEW E & ERIN L	1005 117TH DR SE	LAKE STEVENS	WA	98258
1120600001700	2017	0.14	\$317,000.00	SMITH JANENE K	933 117TH DR SE	LAKE STEVENS	WA	98258
1120600001800	2017	0.16	\$332,100.00	COLLINS DAVID C & JAIME M	929 117TH DR SE	LAKE STEVENS	WA	98258
1120600001900	2017	0.18	\$349,500.00	SMITH ROBERT/CORRINNE MALLON	2925 117TH DR SE	LAKE STEVENS	WA	98258
1120600003400	2017	0.18	\$348,600.00	BAYHA TRAVIS & HUFFMAN KIELY	11708 12TH ST SE	LAKE STEVENS	WA	98258
1120600003500	2017	0.2	\$348,600.00	KERSHNER KATRINA L	11714 12TH ST SE	LAKE STEVENS	WA	98258
1120600003600	2017	0.18	\$350,800.00	LYON RICHARD R & ROSANNE L	11720 12TH ST SE	LAKE STEVENS	WA	98258
1120600003700	2017	0.13	\$331,200.00	DALLAS GARRETT WESLEY & CARLY NICOLE	11726 12TH ST SE	LAKE STEVENS	WA	98258
1120600003800	2017	0.15	\$331,700.00	BUTE APRIL A/ROTHERMEL NICK C	11732 12TH ST SE	LAKE STEVENS	WA	98258
1120600003900	2017	0.16	\$356,500.00	MCDANIEL GARY L & ARLENE A	826 RHODORA HEIGHTS RD	LAKE STEVENS	WA	98258
1120600004000	2017	0.16	\$338,600.00	RUGG CARL M & KATIE	824 RHODORA HEIGHTS RD	LAKE STEVENS	WA	98258
1120600004100	2017	0.16	\$365,100.00	TAYLOR ANISH A	822 RHODORA HEIGHTS RD	LAKE STEVENS	WA	98258
1120600004200	2017	0.16	\$339,000.00	PODDO MICHAEL & JESSICA	820 RHODORA HEIGHTS RD	LAKE STEVENS	WA	98258
1120600004300	2017	0.21	\$356,500.00	LAYHER REED L & KAREN	818 RHODORA HEIGHTS RD	LAKE STEVENS	WA	98258
1120600004400	2017	0.48	\$304,600.00	FENNER ELIZABETH	814 RHODORA HEIGHTS RD	LAKE STEVENS	WA	98258
29062000209300	2017	1.06	\$421,600.00	HINTZ EUGENE & LORENE	811 RHODORA HEIGHTS RD	LAKE STEVENS	WA	98258-9257
29062000205300	2017	1.6	\$148,400.00	THOMAS DAVID L	7327 229TH ST SW	EDMONDS	WA	98026
626800001300	2017	0.25	\$335,800.00	RATCLIFF JEREMY STUART & ASHLEY MARIE	1215 119TH DR SE	LAKE STEVENS	WA	98258-8650
626800001400	2017	0.25	\$300,800.00	NEWSOM CHRISTINE	1223 119TH DR SE	LAKE STEVENS	WA	98258-8650
626800001500	2017	0.24	\$229,100.00	CASTORENA JENNIFER A	1231 119TH DR SE	LAKE STEVENS	WA	98258-8650
585800000100	2017	0.24	\$268,200.00	WICKLINE DAVID M	1232 121ST AVE SE	LAKE STEVENS	WA	98258
585800000200	2017	0.25	\$280,300.00	RASMUSSEN V H	PO BOX 713	LAKE STEVENS	WA	98258-0713
585800000300	2017	0.25	\$295,100.00	FRASER JEFFREY B & MICHELLE M	1220 121ST AVE SE	LAKE STEVENS	WA	98258-9750
585800000400	2017	0.25	\$187,600.00	GRIGG NORMAN H	1214 121ST AVE SE	LAKE STEVENS	WA	98258-9750
585800001900	2017	0.28	\$274,300.00	VAUGHN MONICA V	P.O BOX 1251	CLINTON	WA	98236
585800002100	2017	0.36	\$252,600.00	YAKSHIN GENNADY & SIWEK MALGORZATA	1211 121ST AVE S E	LAKE STEVENS	WA	98258
585800002200	2017	0.53	\$214,400.00	HECATHORN GLEN D	1213 121ST AVE SE	LAKE STEVENS	WA	98258-9750
585800002300	2017	0.25	\$253,600.00	BELDIN KIMBERLY	1215 121ST AVE SE	LAKE STEVENS	WA	98258-9750
585800002400	2017	0.26	\$291,900.00	ROEDER JASON K	1219 121ST AVE SE	LAKE STEVENS	WA	98258-9750

585800002500	2017	0.32	\$334,100.00	HOFFMAN JOHN M	1231 SE 121ST AVE	LAKE STEVENS	WA	98258
585800002600	2017	0.31	\$289,400.00	RILEY ROBERT R & GENTRY CHANDRA R	12115 MACHIAS CUTOFF RD	LAKE STEVENS	WA	98258
585800002700	2017	0.58	\$258,100.00	ORT TERESA	12121 MACHIAS CUTOFF	LAKE STEVENS	WA	98258
626800001101	2017	0.31	\$296,500.00	WILSON WESLEY A	1207 119TH DR SE	LAKE STEVENS	WA	98258
626800000100	2017	0.42	\$377,500.00	RAYMOND BRETT & STEPHANIE	1224 119TH DRIVE S E	LAKE STEVENS	WA	98258
626800000200	2017	0.35	\$276,900.00	TROLL ROBERT	11904 12TH ST SE	LAKE STEVENS	WA	98258-9701
626800000300	2017	0.38	\$252,200.00	MOORE JOANNE	11910 12TH ST SE	LAKE STEVENS	WA	98258-9701
585800000500	2017	0.25	\$229,800.00	HENRY STEPHEN D & CHERYL M	PO BOX 1384	MARYSVILLE	WA	98270
585800002000	2017	0.42	\$252,300.00	DAUNCEY ROBIN K	1209 121ST AVE SE	LAKE STEVENS	WA	98258-9750
29062000300400	2017	6.29	\$536,700.00	BELL DARREN J/KIMBERLY & BELL BRETT A	1232 123RD AVE SE	LAKE STEVENS	WA	98258-8015
1120600099600	2017	3.1 \$-		FENNER HOA	227 BELLEVUE WAY #545	BELLEVUE	WA	98004
29062000304400	2017	1	\$435,500.00	FENNER PAUL B & SUSAN M	1203 RHODORA HEIGHTS RD	LAKE STEVENS	WA	98258
1143400099600	2017	0.23 \$-		ROBINETT LAND COMPANY LLC	2825 COLBY AVE STE 304	EVERETT	WA	98201
1143400002400	2017	0.1	\$354,700.00	ATKINS JOY & DUSTIN	1108 116TH AVE SE	LAKE STEVENS	WA	98258
1143400002300	2017	0.11	\$406,900.00	ROBERSON COLIN L & MARYANNE	1104 SE 116TH AVE	LAKE STEVENS	WA	98258
1143400002200	2017	0.11	\$377,300.00	HEISER RYAN A & NATALIA	1032 116TH AVE SE	LAKE STEVENS	WA	98258
1143400000100	2017	0.16	\$372,500.00	KULLBERG STEPHAN PAUL	1017 116TH AVE SE	LAKE STEVENS	WA	98258
1143400000200	2017	0.13	\$384,800.00	ZARI JENNINE A	1013 116TH AVE SE	LAKE STEVENS	WA	98258
1143400000300	2017	0.13	\$386,300.00	DETTRICK JAMES T & HESSLER CINDY L	1009 116TH AVE SE	LAKE STEVENS	WA	98258
1143400099700	2017	2.08 \$-		NORTH STAR II HOMEOWNERS ASSOCIATION	PO BOX 73144	PUYALLUP	WA	98373
1143400002100	2017	0.11	\$362,500.00	JACKS CHRISTOPHER & MARGO	916 116TH AVE SE	LAKE STEVENS	WA	98258
1143400002000	2017	0.11	\$377,300.00	FORD GARRISON J & PAISANO DOMINIQUE A	910 116TH AVE SE	LAKE STEVENS	WA	98258
1143400001900	2017	0.11	\$405,000.00	BACKLUND MICHAEL & CASSANDRA	904 116TH AVE SE	LAKE STEVENS	WA	98258
1143400001800	2017	0.11	\$371,500.00	GALANGA MARIO V & KARINA G	830 116TH AVE SE	LAKE STEVENS	WA	98258
1143400001700	2017	0.12	\$377,200.00	WAGNER DALE R & WENDY A	826 116TH AVE SE	LAKE STEVENS	WA	98258
1143400001600	2017	0.12	\$404,900.00	GOIN ERICK J & MYKEN L	822 116TH AVE SE	LAKE STEVENS	WA	98258
1143400000600	2017	0.16	\$385,600.00	MARKLE DAVID & VIVIAN	817 116TH AVE SE	LAKE STEVENS	WA	98258
1143400001500	2017	0.14	\$443,500.00	CLARK BRIAN P & JAMIE J	816 116TH AVE SE	LAKE STEVENS	WA	98258
1143400000700	2017	0.13	\$353,200.00	SMITH ERNEST C & ANGIE M	813 116TH AVE SE	LAKE STEVENS	WA	98258
1143400001400	2017	0.15	\$406,000.00	PIEPER KEVIN L	808 116TH AVE SE	LAKE STEVENS	WA	98258
1143400000800	2017	0.16	\$405,900.00	FERRARI MARK E & STACIE D	809 116TH AVE SE	LAKE STEVENS	WA	98258
1143400000900	2017	0.12	\$371,500.00	WEINSTEIN LISA D & IRA M	805 116TH AVE SE	LAKE STEVENS	WA	98258
1143400001000	2017	0.11	\$361,900.00	RONDESTVEDT HARALD E & KIMBERLY A	801 116TH AVE SE	LAKE STEVENS	WA	98258
1143400001100	2017	0.11	\$375,300.00	XU YANNI	9 RONALD DR	EAST HANOVER	NJ	7936

1143400001200	2017	0.13	\$404,900.00	YAMAMOTO ANDY & TARA	802 116TH AVE SE	LAKE STEVENS	WA	98258
1143400001300	2017	0.17	\$447,600.00	SARAUT GWENETTE & MARK	804 116TH AVE SE	LAKE STEVENS	WA	98258
1143400000500	2017	0.18	\$358,500.00	MERY BROCK N & ANGELA K	823 116TH AVE SE	LAKE STEVENS	WA	98258
29062000204800	2017	0.3	\$309,800.00	CAGLE LIVING TRUST	2388 HIGHVIEW LN	SPRING VALLEY	CA	91977-3622
1143400000400	2017	0.15	\$352,900.00	WOOD BRITTANY L	1005 116TH AVE SE	LAKE STEVENS	WA	98258
		93.17	\$44,778,400.00					



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LAKE STEVENS CITY COUNCIL
STAFF REPORT

Council Agenda Date: Dec 12, 2017

Subject: Lundeen Park Restoration – Design Authorization

Contact Person/Department:	Cory Nau, Senior Engineer, Public Works	Budget Impact:	\$63,693.00
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RECOMMENDATION(S)/ACTION REQUESTED OF COUNCIL: Authorize the Mayor to execute a Professional Services Agreement with Bruce Dees & Associates to provide design for the Lundeen Park Restoration project in the amount of 57,903.00 with a management reserve of 5,790.00.

SUMMARY/BACKGROUND: This project will result in the construction of necessary restorative measures to Lundeen Park. This design is intended to fix the drainage and irrigation problems that currently exist in the great lawn area, as well as replace one of the play structures on the north end of the great lawn. Additionally, this project will repair and install a handful of other features which will improve the overall performance and aesthetic of the park.

The city of Lake Stevens received 5 qualifications packets in response to the RFQ. Two applicants were selected to move forward in the process and were interviewed. Bruce Dees & Associates was selected as the best candidate based on their previous experience with Lundeen Park and their success with other similar projects.

Bruce Dees and Associates is expected to deliver the complete bid ready package by the end of January 2018. The project will be on ad for the month of February, and work is expected to begin in March. Construction will be completed by the end of June 2018.

The Lundeen Park Restoration project was identified as a priority project and included in the 2018 budget for \$315,000.00. The design packet provided by Bruce Dees & Associates will provide a construction bid ready document including, but not limited to plans and specifications. Based on the scope and fee provided by Bruce Dees & Associates, \$57,903.00 will be used for design of the park renovation. The timing for completion of the bid package is 45 days which will allow this project to be ready for construction in March 2018 with full usage by June 2018. The \$5,790.00 management reserve is to allow staff the ability to address changes administratively to keep the project on task.

APPLICABLE CITY POLICIES:

BUDGET IMPACT: Identified in the **\$2018 budget as Park Mitigation - \$315,000.00**

ATTACHMENTS:

- Attachment A: Professional Services Agreement

PROFESSIONAL SERVICES AGREEMENT BETWEEN CITY OF LAKE STEVENS, WASHINGTON AND BRUCE DEES & ASSOCIATES, LLC FOR CONSULTANT SERVICES

THIS AGREEMENT ("Agreement") is made and entered into by and between the City of Lake Stevens, Washington, a Washington State municipal corporation ("City"), and Bruce Dees & Associates, LLC, a Washington limited liability company ("Consultant").

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

ARTICLE I. PURPOSE

The purpose of this Agreement is to provide the City with consultant services regarding landscape design services at Lundein Park as described in Article II. The general terms and conditions of the relationship between the City and the Consultant are specified in this Agreement.

ARTICLE II. SCOPE OF SERVICES

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

ARTICLE III. OBLIGATIONS OF THE CONSULTANT

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

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

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

In the event that the Consultant shall default on this Agreement or in the event that this Agreement

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

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

III.3 TERM. The term of this Agreement shall commence upon full signing of this Professional Services Agreement and shall terminate at midnight, June 30, 2018. The parties may extend the term of this Agreement by written mutual agreement.

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

III.5 EMPLOYMENT.

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

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

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

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

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

In the event the Consultant indicates “no”, but an employee in fact was a retiree of a Washington State retirement system, and because of the misrepresentation the City is required to defend a claim by the Washington State retirement system, or to make contributions for or on account of the employee, or reimbursement to the Washington State retirement system for benefits paid, Consultant hereby agrees to save, indemnify, defend and hold City harmless from and against all expenses and costs, including reasonable attorney's fees incurred in defending the claim of the Washington State retirement system and from all contributions paid or required to be paid, and for

all reimbursement required to the Washington State retirement system. In the event Consultant affirms that an employee providing work has ever retired from a Washington State retirement system, said employee shall be identified by Consultant, and such retirees shall provide City with all information required by City to report the employment with Consultant to the Department of Retirement Services of the State of Washington.

III.6 INDEMNITY.

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

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

c. It is further specifically and expressly understood that the indemnification provided herein constitutes the Consultant's waiver of immunity under Industrial Insurance, Title 51 RCW, solely for the purposes of this indemnification. This waiver has been mutually negotiated by the parties.

d. **Public Records Requests.**

In addition to Paragraph IV.3 b, when the City provides the Consultant with notice of a public records request per Paragraph IV. 3 b, Consultant agrees to save, hold harmless, indemnify and defend the City its officers, agents, employees and elected officials from and against all claims, lawsuits, fees, penalties and costs resulting from the consultants violation of the Public Records Act RCW 42.56, or consultant's failure to produce public records as required under the Public Records Act.

e. The provisions of this section III.6 shall survive the expiration or termination of this agreement.

III.7 INSURANCE.

a. **Insurance Term**

The Consultant shall procure and maintain for the duration of the Agreement, insurance against claims for injuries to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the Consultant, its agents, representatives, or employees.

b. **No Limitation**

Consultant's maintenance of insurance as required by the agreement shall not be construed to limit the liability of the Consultant to the coverage provided by such insurance, or otherwise limit the City's recourse to any remedy available at law or in equity.

c. **Minimum Scope of Insurance - Consultant shall obtain insurance of the types**

described below:

- (1). Automobile Liability insurance covering all owned, non-owned, hired and leased vehicles. Coverage shall be written on Insurance Services Office (ISO) form CA 00 01 or a substitute form providing equivalent liability coverage.
- (2). Commercial General Liability insurance shall be written at least as broad on ISO occurrence form CG 00 01 and shall cover liability arising from premises, operations, stop-gap, independent contractors and personal injury and advertising injury. The City shall be named as an additional insured under the Consultant's Commercial General Liability insurance policy with respect to the work performed for the City using an additional insured endorsement at least as broad as ISO CG 20 26.
- (3). Workers' Compensation coverage as required by the Industrial Insurance laws of the State of Washington.
- (4). Professional Liability insurance appropriate to the Consultant's profession.

d. The minimum insurance limits shall be as follows:

Consultant shall maintain the following insurance limits:

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

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

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

g. Verification of Coverage. In signing this agreement, the Consultant is acknowledging and representing that required insurance is active and current. Consultant shall furnish the City with original certificates and a copy of the amendatory endorsements, including but not necessarily limited to the additional insured endorsement, evidencing the insurance

requirements of the Consultant before commencement of the work. Further, throughout the term of this Agreement, the Consultant shall provide the City with proof of insurance upon request by the City.

h. **Insurance shall be Primary - Other Insurance Provision.** The Consultant's insurance coverage shall be primary insurance as respect the City. The Consultant's Automobile Liability and Commercial General Liability insurance policies are to contain, or be endorsed to contain that they shall be primary insurance as respect the City. Any Insurance, self-insurance, or self-insured pool coverage maintained by the City shall be excess of the Consultant's insurance and shall not contribute with it.

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

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

k. **Public Entity Full Availability of Consultant Limits**

If the Consultant maintains higher insurance limits than the minimums shown above, the Public Entity shall be insured for the full available limits of Commercial General and Excess or Umbrella liability maintained by the Consultant, irrespective of whether such limits maintained by the Consultant are greater than those required by this contract or whether any certificate of insurance furnished to the Public Entity evidences limits of liability lower than those maintained by the Consultant.

III.8 DISCRIMINATION PROHIBITED AND COMPLIANCE WITH EQUAL OPPORTUNITY LEGISLATION. The Consultant agrees to comply with equal opportunity employment and not to discriminate against client, employee, or applicant for employment or for services because of race, creed, color, religion, national origin, marital status, sex, sexual orientation, age or handicap except for a bona fide occupational qualification with regard, but not limited to, the following: employment upgrading; demotion or transfer; recruitment or any recruitment advertising; layoff or terminations; rates of pay or other forms of compensation; selection for training, rendition of services. The Consultant further agrees to maintain (as appropriate) notices, posted in conspicuous places, setting forth the provisions of this nondiscrimination clause. The Consultant understands and agrees that if it violates this nondiscrimination provision, this Agreement may be terminated by the City, and further that the Consultant will be barred from performing any services for the City now or in the future, unless a showing is made satisfactory to the City that discriminatory practices have been terminated and that recurrence of such action is unlikely.

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

III.10 LEGAL RELATIONS. The Consultant shall comply with all federal, state and local laws and ordinances applicable to work to be done under this Agreement. The Consultant represents that the firm and all employees assigned to work on any City project are in full compliance with the statutes of the

State of Washington governing activities to be performed and that all personnel to be assigned to the work required under this Agreement are fully qualified and properly licensed to perform the work to which they will be assigned. This Agreement shall be interpreted and construed in accordance with the laws of Washington. Venue for any litigation commenced relating to this Agreement shall be in Snohomish County Superior Court.

III.11 INDEPENDENT CONTRACTOR.

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

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

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

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

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

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

III.14 SUBCONTRACTORS/SUBCONSULTANTS.

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

b. The Consultant must verify that any subcontractors/subconsultants they directly hire meet the responsibility criteria for the project. Verification that a subcontractor/subconsultant

has proper license and bonding, if required by statute, must be included in the verification process. The Consultant will use the following Subcontractors/Subconsultants or as set forth in Exhibit B:

Stantec, Inc. – Electrical Engineer _____
Harmsen & Associates – Civil Engineer _____
Wetleand Resource – Environmental Consultant _____

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

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

ARTICLE IV. OBLIGATIONS OF THE CITY

IV.1 PAYMENTS.

a. The Consultant shall be paid by the City for services rendered under this Agreement as described in the Scope of Services and as provided in this section. In no event shall the compensation paid to Consultant under this Agreement exceed \$57,903.00 without the written agreement of the Consultant and the City. Such payment shall be full compensation for work performed and services rendered and for all labor, materials, supplies, equipment and incidentals necessary to complete the work. In the event the City elects to expand the scope of services from that set forth in Exhibit A, the City shall pay Consultant a mutually agreed amount.

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

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

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

IV.3 MAINTENANCE/INSPECTION OF RECORDS.

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

b. **Public Records**

The parties agree that this Agreement and records related to the performance of the Agreement are with limited exception, public records subject to disclosure under the Public Records Act RCW 42.56. Further, in the event of a Public Records Request to the City, the City may provide the Consultant with a copy of the Records Request and the Consultant shall provide copies of any City records in Consultant's possession, necessary to fulfill that Public Records Request. If the Public Records Request is large the Consultant will provide the City with an estimate of reasonable time needed to fulfill the records request.

ARTICLE V. GENERAL

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

To the City:

City of Lake Stevens
Attn: City Clerk
Post Office Box 257
Lake Stevens, WA 98258

To the Consultant:

Bruce Dees & Associates, LLC
Attn: Bruce Dees
222 East 26th Street Suite 202
Tacoma, WA 98421

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

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

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

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

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

V.5 **SEVERABILITY**

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

b. If any provision of this Agreement is in direct conflict with any statutory provision of the State of Washington, that provision which may conflict shall be deemed inoperative and null

and void insofar as it may conflict, and shall be deemed modified to conform to such statutory provision.

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

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

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

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

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

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

DATED this ____ day of December 2017.

CITY OF LAKE STEVENS

BRUCE DEES & ASSOCIATES, LLC

By _____
_____, Mayor

By _____
[PRINT OR TYPE NAME AND TITLE]

Approved as to form:

_____, City Attorney

Exhibit A
Scope of Services

EXHIBIT 'A'
CITY OF LAKE STEVENS
LUNDEEN PARK IMPROVEMENTS
December 7, 2017

Description

The City of Lake Stevens (Client) intends to make improvements to the existing facilities at Lundeen Park. Bruce Dees & Associates (BDA) will provide professional services for preparation of contract drawings and specifications and estimated probable cost of construction. Bidding phase and construction review will be added by amendment at a future date.. Work performed by subconsultants is as follows:

*Harmsen & Associates – Civil Engineering
Stantec Inc – Lighting and Electrical Engineering
Wetland Resources – Wetland mapping, if required*

All final drawings will be produced on AutoCAD. Coordination of all drawings and contract documents will be by Bruce Dees & Associates, LLC.

PROGRAM

Program elements to be designed include:

1. Great lawn fill and/or drainage trenches
 - a. Regrade for use as event lawn
 - b. Provide a flat space to accommodate 20 x 40 portable stage
2. Irrigation system
3. Existing Rail Fence repair – replace
4. ADA pathway along the north side of the great lawn
5. Relocation and renovation of existing memorial
6. Renovation of the two existing lookout areas
7. Repair/replace play structures
8. Complete planting of the parking lot islands
9. Lighting
 - a. Pathway lighting
 - b. 1 festival power
 - c. Parking Lot Lighting

MAXIMUM ALLOWABLE CONSTRUCTION COST (MACC)

The MAAC for this project has not been established. The desire is to design all identified program elements and to prioritize elements to be constructed to the extent that funds allow.

SCOPE OF WORK

I. SCHEMATIC DESIGN

The specific scope of work is as follows:

Background Data Collection:

1. Review the goals, objectives and program of activities and facilities with the Client.
2. Review existing as-built information.
3. Review site conditions.
4. Electrical: investigate extending existing electrical at the site.
5. Storm Drainage / Wetlands: conduct a meeting with the City Engineering and Building Department staff to confirm standards and compliance and permit requirements.

Schematic Plan:

Develop schematic level plans and details and estimated construction costs to address the program, site constraints, and background information.

Meetings:

Two meetings to meet with the client at the beginning and again at the end of schematic design for review.

Products:

- 24" x 36" plans and details.
- Estimate of probable construction cost.
- Minutes from all meetings.

II. DESIGN DEVELOPMENT

In the Design Development Phase, BDA will finalize and describe the size and character of the project for approval by the Client. Consideration shall be given to availability of materials, equipment and labor, construction sequencing and scheduling, user safety and maintenance requirements. Design Development includes the following:

Disciplines Coordination: Coordination of the work with other involved consultants for the project.

Document Checking: Review and coordination of documents prepared for the project.

Permitting Authority Consulting: Research of critical applicable regulations, applicable laws, statutes, regulations, and codes.

Site Design: Continued development and expansion of Schematic Design Documents to establish the final scope, relationships, forms, size, and appearance of the project through plans, sections and elevations, typical construction details, materials selections, and equipment layouts.

Cost Estimating: Development of a probable construction cost. Costs shall reflect the level of design elements presented in the Design Development documents, plus appropriate design contingencies to encompass unidentified scope ultimately included in the program. Analyze scope, schedule and budget options to stay within the MACC.

Meetings:

Client review at 100%.

Products:

- Design Development drawings.
- Catalog cut sheets for equipment and written description of materials.
- Design Development cost estimate.
- Minutes from all meetings.

III. CONSTRUCTION DOCUMENTS

Based on the design development decisions, final construction plans will be prepared. Design standards will comply with City of Lake Stevens and Snohomish County. Construction drawings will be developed as follows:

Construction Documents:

Composite Site Plan: This plan will provide an overall view of the project area with specific items required by the Grading Permit highlighted.

Demolition, Clearing, & Grubbing Plans: This plan will show the extent of the clearing and grubbing for the site. It will also show any demolition items.

Erosion Control Plan: This plan will show erosion control measures for the site, along with details and notes required by the Grading Permit.

Layout Plans: These plans will be developed on an overall grid of the site at an appropriate scale. It will allow layout of all facilities by coordinate and critical dimensions.

Grading and Drainage: These plans will be developed on a grid of an appropriate scale. They will show overall site grading, including spot elevations, locations of catch basins and storm drainage, and other buried utilities dashed.

Site Sections and Details: These plans will show cross sections for earthwork and various site details. Details will be referenced from the plans as well as from the details to the plans.

Electrical: These plans will show complete lighting design, including electrical service.

Specifications and Project Manual:

Specifications for the park work will be developed in the CSI (Construction Specification Institute) format. The project manual will utilize the Client's boilerplate. The overall estimated cost of construction will be developed at this point and bidding strategy will be developed for the base bid and alternates. The bids will be lump sum with alternates.

Cost Estimate:

A final probable cost of construction will be prepared prior to finalizing a bid proposal format. This estimate will be based on actual quantities and is the basis for establishing the lump sum bid proposal, base bid, and alternates.

Meetings:

Meet at 60% and 100% of the construction documents phase for review.

Products:

- Full size drawings and specifications for each review.
- Cost estimate at 60% and 100% complete.

IV. PERMITS

Grading Permit

BDA will complete the Grading Permit and Building Applications, and will coordinate the permit review process with the City of Lake Stevens. Client will complete the SEPA Checklist in house.

Environmental Report

We understand from conversations with Russ Wright of City of Lake Stevens, that we do not need to delineate the wetland and stream on site since they are well established. We do however need to prepare a report that describes the wetland, stream and lake, and addresses how the proposed improvements are consistent with the critical areas and shoreline codes.

Drainage Report

We understand that because the new path may be impervious, a Surface Water Pollution Prevention Plan (drainage report) must be prepared.

All permit fees to be paid directly by the Client.

V. SCHEDULE

The schedule is yet to be determined.

PROVIDED BY CLIENT

1. Site Access

Rights-of-entry upon all lands necessary for the performance of the above-described Scope of Services.

2. Geotechnical Investigation

The Client will provide a geotechnical study and any testing that may be required for design or permitting.

3. Survey

It is the intent to use record drawings for design. If it is determined that an updated survey is needed, the Client will provide a field topographic survey of the site.

EXTRA WORK

1. Expanded Scope of Work

If during the course of the project, the Client elects to expand the Scope of Work design fees for the additional work shall be negotiated.

2. Phased Development

The Scope of Work is based on a single construction phase. In the event the Client elects to divide the project into multiple construction phases or separate construction contracts, requiring multiple construction drawings, the fees for additional work to prepare the additional construction documents shall be increased proportionately.

EXHIBIT 'B'
CITY OF LAKE STEVENS
LUNDEEN PARK IMPROVEMENTS
December 7, 2017

FEES

The Scope of Work shall be provided for a lump sum amount of \$57,903.00 with payments made each month on a percentage of completed work.

Bruce Dees & Associates:

<u>TASK</u>	<u>PERCENTAGE</u>	<u>AMOUNT</u>
I. Schematic Design	20%	\$ 9,041.00
II. Design Development	35%	\$15,821.00
III. Construction Documents	<u>45%</u>	<u>\$20,341.00</u>
	100%	\$45,203.00

Subconsultants:

Stantec, Inc. – Electrical Engineer	\$ 9,200.00
Harmsen & Associates – Civil Engineer Allowance	\$ 2,000.00
Wetland Resources – Environmental Consultant Allowance	<u>\$ 1,500.00</u>
	\$12,700.00

GRAND TOTAL **\$57,903.00**

City of Lake Stevens
Lundeen Park Improvements
December 7, 2017

SCOPE OF WORK SUMMARY

The work will entail schematic design through construction documents and permit application assistance the following improvement elements: Great lawn area, irrigation, fencing repair, ADA path, memorial repair/relocation, lookouts, 1 playground replacement, planting of parking islands, pathway lighting, festival power and parking lot lights. All improvements to be designed and refinement of materials and quality during development of the improvements and estimate of probable construction will determine items to be constructed now or in later phases.

ITEM	Principal	LA III	LA II	ENG. TECH	CLER.
I. SCHEMATIC DESIGN					
1. Client Kickoff Meeting	2		3		1
2 Background Data Collection	4		6		1
3 Schematic Plan	8		25	4	0
4. Cost Estimate	2		4	1	1
5. Client Review Meeting	2		3		1
Subtotal	18	0	41	5	4

ITEM	Principal	Sr LA	LA II	CADD	CLER.
II. DESIGN DEVELOPMENT					
1. Refinement of Concepts	10		47	50	
2. Product Cutsheets	2		6		1
6. 100% Estimate of Probable Construction Costs	2		2	1	1
5. 100% Client Review Meeting	2		3		1
Subtotal	16	0	58	51	3

ITEM	Principal	Sr LA	LA II	CADD	CLER.
III. CONSTRUCTION DOCUMENTS / PERMITS					
1. 60% Construction Drawings	8		8	40	
2. 60% CSI Specifications	8		6		4
3. 60% Estimate of Probable Construction Costs	0.5		1	1	1
4. Draft Permit Applications	2		4		4
5. 60% Client Review Meeting	2		3		1
6. 100% Construction Drawings	8		8	30	
7. 100% CSI Specifications	4		4		3
8. 100% Estimate of Probable Construction Costs	0.5		1		1
9. Permit Applications and Exhibits	2		2	1	1
10. 100% Client Review Meeting	2		3		1
Subtotal	37	0	40	72	16

ITEM	Principal	Sr LA	LA II	CADD	CLER.
IV. BIDDING					
1. Assist in Preparing Bid Documents					
2. Attend Pre-Bid Conference					
3. Respond to Bidder Questions Related to BDA Work					
4. Review Bids and Comment					
Subtotal	0	0	0	0	0

ITEM	Principal	Sr LA	LA II	CADD	CLER.
V. CONSTRUCTION ADMINISTRATION					
1. Construction Review Meetings					
2. Submittal Review					
3. RFI Response					
4. Design Clarifications / Proposal Requests / Field Authorization					
5. Evaluate Change Proposals / Orders					
6. Maintenance of Document Logs					
7. Assistance in Evaluating Pay Requests					
Subtotal	0	0	0	0	0

ITEM	Principal	Sr LA	LA II	CADD	CLER.
VI. PROJECT CLOSEOUT & RECORD DOCUMENTS					
1. Review Completed Work and Develop Punchlist					
2. Back Check Punchlist					
3. CAD Drafted Asbuilts					
Subtotal	0	0	0	0	0
GRAND TOTAL HOURS	71	0	139	128	23

City of Lake Stevens
Lundeen Park Improvements
December 7, 2017

SUMMARY OF COSTS

Labor	Hours	\$/Hour	Total
PRINCIPAL	71	\$170.00	\$12,070.00
LA IV	0	\$130.00	\$0.00
LA III	139	\$125.00	\$17,375.00
ENGINEERING TECHNICIAN	128	\$110.00	\$14,080.00
CLERICAL	23	\$70.00	\$1,610.00
			Labor Subtotal <u>\$45,135.00</u>

SUMMARY OF COSTS BY PHASE

I. SCHEMATIC	20%	\$9,015.00
II. DESIGN DEVELOPMENT	35%	\$15,790.00
III. CONSTRUCTION DOCUMENTS / PERMITS	45%	\$20,330.00
IV. BIDDING		\$0.00
V. CONSTRUCTION ADMINISTRATION		\$0.00
VI. PROJECT CLOSEOUT & RECORD DOCUMENTS		\$0.00
		Subtotal <u>\$45,135.00</u>

REIMBURSABLE EXPENSES

Mileage	\$68.00
Printing	\$0.00
	<u>\$68.00</u>

BDA TOTAL	\$45,203.00
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SUBCONSULTANTS

Consultant	Fee	BDA Markup	Total
Stantec - Electrical Engineer	\$8,000.00	15.00%	\$9,200.00
Harmsen & Associates - Civil Engineer Allowance	\$1,739.13	15.00%	\$2,000.00
Wetland Resources - Environmental Scientist Allowance	\$1,304.35	15.00%	\$1,500.00
	Subtotal <u>\$12,700.00</u>		

BDA Total \$45,203.00

GRAND TOTAL	\$57,903.00
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LAKE STEVENS CITY COUNCIL
STAFF REPORT

Council Agenda Date: December 12, 2017

Subject: Applicant initiated code amendment establishing a Model Home Ordinance.

Contact	Joshua Machen, AICP, Senior Planner	Budget	none
Person/Department:	Russ Wright, Community Dev. Director	Impact:	

RECOMMENDATION(S)/ACTION REQUESTED OF COUNCIL:

Direct staff to work on a code revision to be taken to the Planning Commission as part of the 2018 work plan to develop a model home ordinance.

DISCUSSION:

In accordance with LSMC 14.16C.075 a private petitioner has requested that the City consider amending the municipal code to develop a model home ordinance.

As proposed by the petitioner a model home ordinance would allow the construction of multiple model homes within a proposed subdivision after preliminary plat approval was granted, but prior to the final recording of the plat. It could also be used to permit temporary sales offices within one of the model homes.

While model home ordinances are not prevalent throughout Western Washington, several cities do have model home ordinances, including Monroe, Marysville and Mill Creek. As part of the ordinance development, staff will review the request against other jurisdictional model home regulations. The main points to consider would be the percentage, total number of model homes that could be allowed within any given development. The City would also consider regulations that would protect the public interest by drafting indemnification language and requiring financial assurance prior to the construction of any model home.

ATTACHMENTS

Attachment 1 Proposed Work Plan for Model Home Ordinance

Attachment 2 Comparison Matrix

Attachment 1

City of Lake Stevens Model Home / LUA 2017-148 Code Revision Work Program

ACTIVITY	Model Home / LUA 2017-148 Draft Regulations							MAY	JUNE	JULY
	NOVEMBER	DECEMBER	JANUARY	FEBRUARY	MARCH	APRIL				
Research	30 – 60 days									
Draft Code Amendments		14-days								
Draft Ordinances		14-days								
Attorney Review					7 Days Before Hearing					
Prepare & Issue SEPA (comment/appeal)			14-day review							
Commerce Review			14-day review (Expedited)							
Publish Notice Planning Commission Public Hearing			Notice Twice – 1 st notice 10 Days Before Hearing							
Planning Commission Review (B-briefing; PH-public hearing)			1-3-2018 (B)	2-7-2018 (PH)						
Publish Notice City Council Public Hearing				Notice 10 Days Before Hearing	Notice 10 Days Before Hearing					
City Council Briefings & Workshops (B-briefing; PH-public hearing)		12-12-2017 (B) Scope/Work Program		2-28-2018 (B) – 1 st meeting						
City Council Public Hearing, 1 st Reading					3-13-2018 (PH) 1 st Reading					
City Council Public Hearing, 2nd & Final Reading						5-8-2018 (PH) 2 nd Reading				
Effective date						Code Revisions Effective -5 Days After Publication				

Purpose: To create a new “Model Home” ordinance within the City of Lake Steven. Regulations to be included in the Lake Stevens Municipal Code.

Note: Multiple jurisdictions in Western Washington have Model Home ordinances.

Attachment 2

Model Home Ordinance Comparison

<u>Jurisdiction</u>	<u>Percentage Allowed</u>	<u>Max Number of Units Allowed</u>
Snohomish County		9
Monroe	20%	7
Marysville		9
Mill Creek		4
Renton	20%	5
Auburn		4
Mt. Vernon	20%	9
North Bend		5
Poulsbo		4
Tumwater		4
Average:	20%	6
Lake Stevens	Proposed 30%	7 - formal subdivisions 3 - short subdivisions