



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 SPECIAL MEETING AGENDA Lake Stevens Fire District Station 82 Conference Room 9811 Chapel Hill Road, Lake Stevens

Tuesday, May 21, 2019 – 7:00 p.m.

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

CALL TO ORDER	7:00 p.m.	Mayor
PLEDGE OF ALLEGIANCE		Mayor
ROLL CALL		
APPROVAL OF AGENDA		Council President
GUEST BUSINESS	Doug Levy, Outcomes by Levy, Legislative Update	
CITIZEN COMMENTS		
COUNCIL BUSINESS		Council President
MAYOR'S BUSINESS		
CITY DEPARTMENT REPORT	Update	
CONSENT AGENDA	 *A 2019 Vouchers *B Interlocal Agreement with Marysville re Soper Hill Road and SR 9 *C Interlocal Agreement with Snohomish County re Building/Construction/Fire Plan Review and Code Inspection Services	Barb Gene Russ
PUBLIC HEARING:		
ACTION ITEMS:		
DISCUSSION ITEMS:	*D Interlocal Agreement with Marysville re Trails	Gene

Lake Stevens City Council Regular Meeting Agenda

May 21, 2019

*E Proposed Critical Areas Amendments

Russ

EXECUTIVE SESSION:

ADJOURN

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

Special Needs

The City of Lake Stevens strives to provide accessible opportunities for individuals with disabilities. Please contact Human Resources, City of Lake Stevens ADA Coordinator, (425) 622-9400, 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.

**Report for Lake Stevens Mayor & Council
2019 Washington State Legislature
Regular Session Wrap-up – A Very Good One For Us**

Doug Levy – May 15, 2019

The 2019 Session Overall

- They got done on time! First time in a decade that state legislators have finished a biennial budget session in the allotted 105 days – this one wrapped up a few minutes before midnight on the final day (April 28);
- An activist Legislature – 474 bills enacted – Governor has thus far partially-vetoed 12 and fully vetoed two (2), will finish signing all bills week of May 20
- **Legislators will receive kudos:** They passed measures calling for all renewable energy sources by 2045; moving up our Presidential Primary; implementing Initiative 1000; permanently recognizing daylight savings time; adjusting police “use of force” laws; combating the mental health and opioids crises; addressing Southern Resident Killer Whale recovery; restructuring school levy limits; establishing a Bump Stock buyback program; protecting tenants; creating a free path to college education and apprenticeships for low-income families; prohibiting those under 21 from purchasing tobacco or vaping products; and landmark legislation on everything from affordable housing to toxic-site cleanups to long-term care;
- **Legislators will also absorb criticisms:** They spent about \$8 billion more this biennium than last – an 18 percent increase; they raised anywhere from \$830 million to over \$1 billion in new taxes and revenues (depending whose measuring stick you rely upon); and they put much less into culvert repair and removal than the Governor had recommended they contribute in response to the settlement of a federal lawsuit.

OK – So How About the Take-away from a Local Government Perspective

- A very good Session overall – starting with only a couple of bills that present cost or mandate or “funding diversion” concerns. Biggest among those are **SSB 5163** on wrongful injury/death; **HB 2144** on diverting funds from the LEOFF 2 system; and a final Operating Budget that continues to divert Public Works Assistance Account monies into the General Fund;
- State-shared revenues and funding for key public safety programs preserved if not enhanced. This includes liquor excise tax and revolving account funds; municipal criminal justice assistance; marijuana excise tax revenue; and the like;
- In areas such as the Basic Law Enforcement Academy, funding for affordable housing, stormwater, and toxic-site cleanups, the Legislature took positive steps to significantly move the ball forward;
- The Legislature did **not** enact a bill to re-establish a Local Revitalization Financing type economic development program but **did** enact legislation providing cities outside of King County with new sales tax remittance and property tax reinvestment tools to attract Class A office space.

Now Let's View the Session Through a Very Lake Stevens-Specific Lens – Green Means All System Go, Yellow Means Incomplete, and Red Means We Ran into a Stop Sign (only one of those)

Top Priorities – Specific to our City

- **Capital Budget – Civic Center Phase II Request:** The Legislature allocated \$1 million in its 2019-21 Capital Budget (ESHB 1102), which will allow us to complete North Cover Park; relocate the library and historical society; construct the remaining plaza and trails and a water tower as public art; and move ahead with Williams property and beach restoration;
- **Transportation Needs – U.S. 2 Trestle:** While the Legislature did not enact a new-revenue transportation package, it imbedded the Trestle as a top priority project and listed it as a \$1.6 billion investment, which puts us in a very good position going forward. Additionally, language in a “MTCA” bill (ESSB 5993) makes it more likely an “additive funding” package will pass in the next couple of years;
- **Funding for roundabouts at SR 9 and South Lake Stevens Road (as well as 24th) to serve the Costco Development:** The Legislature allocated \$2 million of our \$3 million request – which appears to be the second-largest appropriation for any local project in the state. Only a handful of these projects were funded in what is a very modest two-year Transportation Budget;
- **Re-Purposing of a \$420,000 allocation from the prior 4th Street NE to Village Way Access:** Included in the final Transportation Budget!
- **Re-Purposing of a \$1.82 Million Regional Mobility Grant to Peak-Hour Transit Lanes from 20th Street to U.S. 2:** Included!
- **Study Funding for the Evaluation of a State Route 526 Eastbound Extension into East Snohomish County:** We raised this issue with legislators, but funding was not included.

Key Priorities – Lake Stevens in Coalition with Others

- **Address Public Safety – Additional “BLEA” Classes:** The Operating Budget includes \$4.5 million to cover the state’s 75-percent cost share of nine (9) new classes – a total of 19 overall;
- **Address Public Safety – Mental Health Field Response Teams:** \$4 million in the final Operating Budget for this Washington Association of Sheriffs and Police Chiefs (WASPC) grant program – with an additional \$2 million allocated to a new Law Enforcement Assisted Diversion (LEAD) program under **2SHB 1767**;
- **Address Public Safety – Processing DNA Evidence in Sexual Assault and Rape-Test Kits Submitted to WSP by Local Law Enforcement:** A nice win here - \$10.3 million in the Operating Budget for the FTE and resources to establish a “high-throughput” lab in Vancouver, another \$277,000 in Capital funds for improvements, and passage of **2SHB 1166** which will direct an audit of the program and a future 45-day turnaround time for processing;
- **Funding and Tools for Affordable Housing – State Sales Tax Credit Toward Construction of New Units:** **SHB 1406** passed by the Legislature is a game-changer that will put more than \$500 million into play over the next 10 years. The minimum amount for Lake Stevens each year (a little over \$28,000 per year) means you may wish to evaluate pooling your dollars with others;
- **Funding and Tools for Affordable Housing – Housing Trust Fund:** The final Capital Budget allocates \$175 million – one of the highest appropriations ever for the HTF;

- **Address Fiscal & Local Resource Needs – Preserve State-Shared Revenues:** We can check the box on this one, as I noted above;
- **Protection of Local Rights-of-Way and Right-of-Way Authority:** No bill attempting to undermine this authority;
- **Strong Support for Economic Development Incentives:** As I alluded to above, the Legislature did not enact an “LRF” type program for economic development recruitment (**ESB 5564**) but did enact the bill to incentivize Class A commercial office space (**ESHB 1746**).

Looking forward – what's next for us?

- Doug Levy will sit down with Mayor and City Administrator by month's end to map out an interim plan and think about 2020 priorities (starting early!);
- Legislatively-directed study of local transportation needs – being turned in by end of June;
- Initiative 976 on MVET tabs – one we need to watch closely;
- On the federal side – City wants to further assert itself;
- Other?????



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BLANKET VOUCHER APPROVAL
2019

Payroll Direct Deposits		
Payroll Checks		
Electronic Funds Transfers	ACH	\$292,360.18
Claims	47832-47888	\$202,547.49
Void Checks	47097	(\$350.00)
Total Vouchers Approved:		\$494,557.67

This 21st day of May 2019

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



May 21st, 2019

City Expenditures by Type on this voucher packet

Personnel Costs	\$	-	0%
Payroll Federal Taxes	\$	81,774	17%
Standard Insurance	\$	496	0%
Retirement Benefits - Employer	\$	55,300	11%
Medical Benefits - Employer	\$	143,317	29%
Other Employer paid Benefits	\$	3,907	1%
Employee paid benefits - By Payroll	\$	16,705	3%
Supplies	\$	8,147	2%
Professional Services *	\$	114,172	23%
Intergovernmental	\$	18,603	4%
Capital	\$	52,486	11%
Void Check	\$	(350)	-0.1%
Total	\$	494,558	100%

Large Purchases

* Microsoft Enterprise Agreement Subscription Renewal - \$46,771



Total for Period
\$494,907.67

Checks to be approved for period of 05/09/2019 - 05/15/2019

Vendor: Ace Hardware

Check Number: 47840

Invoice No	Check Date	Account Number	Account Name	Description	Amount
62730	5/15/2019	001 010 576 80 31 00	PK-Operating Costs	Shovels	\$287.67
62761	5/15/2019	001 010 576 80 31 00	PK-Operating Costs	Plants	\$160.72
62783	5/15/2019	101 016 542 61 31 00	ST-Sidewalk Repair Supply	Wiperblade/Goo Gone/Twine/Hammer	\$107.42
					\$555.81

Vendor: AFLAC

Check Number: 0

Invoice No	Check Date	Account Number	Account Name	Description	Amount
051019	5/13/2019	001 000 284 00 00 00	Payroll Liability Other	Employee paid Insurance Prem	\$1,446.60
					\$1,446.60

Vendor: Amazon Capital Services

Check Number: 47841

Invoice No	Check Date	Account Number	Account Name	Description	Amount
1Q6K-KHRC-6JFX	5/15/2019	001 008 521 20 31 01	LE-Fixed Minor Equipment	Wire Surveillance Earpiece	\$228.90
					\$228.90

Vendor: Amazon Capital Services

Check Number: 47842

Invoice No	Check Date	Account Number	Account Name	Description	Amount
1WMC-FV4K-LMKR	5/15/2019	410 016 531 10 31 01	SW-Office Supplies	Highlighters	\$27.17
					\$27.17

Vendor: Amec Foster Wheeler Environmental Inc

Check Number: 47843

Invoice No	Check Date	Account Number	Account Name	Description	Amount
S51701327	5/15/2019	101 016 542 30 41 02	ST-Professional Service	PW Yard Cultural Resources Survey/Monitoring	\$2,396.25
S51701327	5/15/2019	410 016 531 10 41 01	SW-Professional Services	PW Yard Cultural Resources Survey/Monitoring	\$2,396.25
					\$4,792.50

Vendor: Assoc of Washington Cities EFT

Check Number: 0

Invoice No	Check Date	Account Number	Account Name	Description	Amount
051019	5/13/2019	001 000 283 00 00 00	Payroll Liability Medical	Medical Insurance Premium	\$140,660.50
051019	5/13/2019	001 000 283 00 00 00	Payroll Liability Medical	Teamster Dental Premium	\$2,656.88
051019	5/13/2019	001 013 518 30 20 00	GG-Benefits	Medical Insurance Premium	(\$1.29)
051019	5/13/2019	001 013 518 30 20 00	GG-Benefits	Teamster Dental Premium	(\$0.08)
					\$143,316.01

Vendor: Aukerman
Check Number: 47844

Invoice No	Check Date	Account Number	Account Name	Description	Amount
042319 AUKERMAN	5/15/2019	001 008 521 20 43 01	LE-Business Meetings	Hotel/Meal Funeral Detail Cowlitz County - Aukerman	\$126.66
					\$126.66

Vendor: Business Card
Check Number: 47845

Invoice No	Check Date	Account Number	Account Name	Description	Amount
BEAZIZO 0519	5/15/2019	001 008 521 20 31 01	LE-Fixed Minor Equipment	CP-3-OP Light	\$142.12
BEAZIZO 0519	5/15/2019	001 008 521 20 31 01	LE-Fixed Minor Equipment	CP-3-TN Light	\$142.12
BEAZIZO 0519	5/15/2019	001 008 521 20 31 01	LE-Fixed Minor Equipment	Credit - Returned CP-3-OP Light	(\$142.12)
BEAZIZO 0519	5/15/2019	001 008 521 20 31 02	LE-Minor Equipment	Every Day Carry (EDC) Trauma Kit	\$94.33
BEAZIZO 0519	5/15/2019	001 008 521 20 31 02	LE-Minor Equipment	Fire Extinguishers/Brackets/Hose	\$273.90
BEAZIZO 0519	5/15/2019	001 008 521 20 31 02	LE-Minor Equipment	Sirchie Patrol Latent Print Kit	\$114.29
BEAZIZO 0519	5/15/2019	001 008 521 20 31 02	LE-Minor Equipment	Warranty Claim Fee Return Flashlight	\$10.90
BEAZIZO 0519	5/15/2019	001 008 521 20 41 01	LE-Professional Serv-Fixed	Thumbnails/Cameraid	\$9.99
BEAZIZO 0519	5/15/2019	001 008 521 20 41 01	LE-Professional Serv-Fixed	Transcription Services Case #2019-6823	\$572.00
BEAZIZO 0519	5/15/2019	001 008 521 20 43 00	LE-Travel & Per Diem	Uber - NOVATime Conf Las Vegas - Beazizo	\$17.39
BEAZIZO 0519	5/15/2019	520 008 594 21 63 00	Capital Equipment	License/Registration 2019 Ford Explorer PT-19-83	\$55.00
BEAZIZO 0519	5/15/2019	520 008 594 21 63 00	Capital Equipment	License/Registration PD Vehicle A-19-84	\$55.00
BRAZEL 0519	5/15/2019	001 001 511 60 49 01	Legislative - Prof. Developmen	Register Water Envir Federation TEC Conf - Petershagen	\$725.00
BRAZEL 0519	5/15/2019	001 002 513 11 43 00	AD-Travel & Meetings	Meal - April 2019 MAG Meeting Snohomish - Brazel	\$12.76
BRAZEL 0519	5/15/2019	001 002 513 11 49 00	AD-Staff Development	Register Water Envir Federation TEC Conf - Brazel	\$725.00
BROOKS 0419	5/15/2019	001 008 521 20 31 07	LE - Donation Canine Unit	Flight to Bring K-9 Haro Home From Training	\$330.00
BROOKS 0519	5/15/2019	001 008 521 20 41 01	LE-Professional Serv-Fixed	Transcription Services Case #2018-4438	\$236.25
BROOKS 0519	5/15/2019	001 008 521 40 49 04	LE-Finance Charges	Credit Card Finance Charge	\$9.60
DURPOS 0519	5/15/2019	001 010 576 80 31 00	PK-Operating Costs	Greenhouse	\$759.65
DURPOS 0519	5/15/2019	305 010 594 76 60 00	North Cove Park Capital	Solar Dock Dots/Solar Deck Lights - North Cove	\$198.75
DURPOS 0519	5/15/2019	410 016 531 10 49 01	SW-Staff Development	Registration APWA Membership - Knoepfle	\$124.00
DYER 0519	5/15/2019	001 008 521 20 43 01	LE-Business Meetings	Registration - LS Chamber Members Luncheon - Dyer	\$15.00
ESHLEMAN 0519	5/15/2019	001 010 576 80 31 00	PK-Operating Costs	Aluminum Solar Cleat Light	\$110.81
ESHLEMAN 0519	5/15/2019	101 016 542 61 31 00	ST-Sidewalk Repair Supply	Rebar	\$55.84
ESHLEMAN 0519	5/15/2019	410 016 531 10 32 00	SW-Fuel	Ethanol Fuel	\$27.47
ESHLEMAN 0519	5/15/2019	410 016 531 10 32 00	SW-Fuel	Ethanol Fuel	\$60.06
ESHLEMAN 0519	5/15/2019	410 016 531 10 32 00	SW-Fuel	Ethanol Fuel	\$99.41
GOOD 0519	5/15/2019	001 001 511 60 43 00	Legislative - Travel & Mtgs	Refund Economic Alliance Event	(\$70.00)
GOOD 0519	5/15/2019	001 001 511 60 49 01	Legislative - Prof. Developmen	Membership Water Environment Federation - Petershagen	\$200.00
GOOD 0519	5/15/2019	001 001 511 60 49 01	Legislative - Prof. Developmen	Membership Water Environment Federation - Tageant	\$200.00
GOOD 0519	5/15/2019	001 001 511 60 49 01	Legislative - Prof. Developmen	Register Water Envir Federation TEC Conf - Tageant	\$725.00
GOOD 0519	5/15/2019	001 001 511 60 49 01	Legislative - Prof. Developmen	Registration Economic Alliance Mtg - Council	\$300.00
GOOD 0519	5/15/2019	001 001 511 60 49 02	Legislative - C.C.Retreat	Facility Deposit Council 2020 Retreat Semiahmoo	\$899.00
GOOD 0519	5/15/2019	001 001 511 60 49 02	Legislative - C.C.Retreat	Reserve Brightwater Center Council Mini Retreat July 2019	\$150.00
GOOD 0519	5/15/2019	001 001 513 10 49 00	Executive - Miscellaneous	Membership Water Environment Federation - Spencer	\$200.00
GOOD 0519	5/15/2019	001 001 513 10 49 01	Executive - Prof. Development	Register Water Envir Federation TEC Conf - Spencer	\$725.00

GOOD 0519	5/15/2019	001 001 513 10 49 01	Executive - Prof. Development	Registration Economic Alliance Mtg - Mayor	\$50.00
GOOD 0519	5/15/2019	001 002 513 11 49 01	AD-Miscellaneous	Membership Water Environment Federation - Brazel	\$200.00
GOOD 0519	5/15/2019	001 005 518 10 43 00	HR-Travel & Meetings	Baggage Fee NOVATime Conf Las Vegas - Good	\$30.00
MINER 0519	5/15/2019	001 008 521 20 31 02	LE-Minor Equipment	Sim Cards Bulk	\$22.98
PUGH 0519	5/15/2019	001 001 511 60 31 00	Legislative - Operating Costs	Water for Council Meetings	\$7.61
SMITH 0519	5/15/2019	001 005 518 10 31 00	HR-Office Supplies	Name Badge Holders/Whiteboard Tape & Supplies	\$49.08
SMITH 0519	5/15/2019	001 005 518 10 49 01	HR-Staff Development	Registration - How Medicare Works	\$30.00
STEVENS B 0519	5/15/2019	001 013 518 20 48 00	GG-Repair & Maintenance	Repair City Hall Ice Machine	\$153.16
STEVENS B 0519	5/15/2019	410 016 531 10 43 00	SW-Travel & Meetings	Good-To-Go Toll Charge WOW Conf - Durpos/Brazel	\$2.75
SUMMERS 0519	5/15/2019	001 008 521 20 43 01	LE-Business Meetings	Meal PW Inmate Crew	\$27.96
UBERT 0519	5/15/2019	001 008 521 20 41 01	LE-Professional Serv-Fixed	LexisNexis	\$58.81
UBERT 0519	5/15/2019	001 008 521 20 43 00	LE-Travel & Per Diem	Hotel - BMLE Training Tacoma - Jewell	\$733.09
UBERT 0519	5/15/2019	001 008 521 20 43 00	LE-Travel & Per Diem	Hotel - Child Abuse Training - Miner	\$358.68
UBERT 0519	5/15/2019	001 008 521 20 43 00	LE-Travel & Per Diem	Hotel - Child Abuse Training - Parnell	\$358.68
UBERT 0519	5/15/2019	001 008 521 20 43 00	LE-Travel & Per Diem	Hotel - WAHIA Conf Suquamish - Wachtveitl	\$309.69
UBERT 0519	5/15/2019	001 008 521 20 43 00	LE-Travel & Per Diem	Hotel - WAHIA Conf Suquamish - Warbis	\$309.69
WRIGHT 0519	5/15/2019	001 007 558 50 31 02	PL-Permit Related Op. Costs	Storage Cabinet for Development Plans	\$198.08
WRIGHT 0519	5/15/2019	001 007 558 50 41 03	PL-Advertising	Surveymonkey Monthly Plan	\$40.34
WRIGHT 0519	5/15/2019	001 007 558 50 41 04	Permit Related Professional Sr	Postcard Mailers 2BR NOA	\$44.02
WRIGHT 0519	5/15/2019	001 007 558 50 41 04	Permit Related Professional Sr	Postcard Mailers 91st ROW/24th ROW	\$43.83
WRIGHT 0519	5/15/2019	001 007 558 50 41 04	Permit Related Professional Sr	Postcard Mailers J Kaintz Commercial	\$16.74
WRIGHT 0519	5/15/2019	001 007 558 50 49 00	PL-Miscellaneous	PAW Membership - Gassaway	\$75.00
WRIGHT 0519	5/15/2019	001 007 558 50 49 00	PL-Miscellaneous	PAW Membership - Roth	\$75.00
WRIGHT 0519	5/15/2019	001 007 559 30 43 00	PB-Travel & Mtgs	Hotel WSAPT 2019 Conference Leavenworth - Meyers	\$209.44
WRIGHT 0519	5/15/2019	305 010 594 76 60 00	North Cove Park Capital	Mantis Dock Light Kit & Add On Light North Cove Dock	\$3,916.00
					\$15,484.15

Vendor: Carlson

Check Number: 47846

Invoice No	Check Date	Account Number	Account Name	Description	Amount
051319 ALLPHASE	5/15/2019	001 010 576 80 41 01	PK -Professional Tree Srv	Tree Removal - Task Order 27	\$17,425.00
					\$17,425.00

Vendor: CDW Government Inc

Check Number: 47847

Invoice No	Check Date	Account Number	Account Name	Description	Amount
SCX4761	5/15/2019	001 006 518 80 31 00	IT-Office Supplies	LCD Tower/Mouse/Adapters/ViewSonic	\$973.43
SDB2262	5/15/2019	001 006 518 80 31 00	IT-Office Supplies	Mini Displayport	\$29.34
SFC1808	5/15/2019	510 006 518 80 49 18	LR - Microsoft Enterprise Agmt	Microsoft Enterprise Agreement Subscription Renewal	\$46,771.02
					\$47,773.79

Vendor: Cedar Grove Composting Inc

Check Number: 47848

Invoice No	Check Date	Account Number	Account Name	Description	Amount
0000453289	5/15/2019	305 010 594 76 60 00	North Cove Park Capital	TopSoil North Cove	\$2,670.50
					\$2,670.50

Vendor: Central Welding Supply

Check Number: 47849

Invoice No	Check Date	Account Number	Account Name	Description	Amount
EV267082	5/15/2019	101 016 542 61 31 00	ST-Sidewalk Repair Supply	Saw Metal Cutting Blade	\$602.80
					\$602.80

Vendor: CIC Valuation Group Inc

Check Number: 47850

Invoice No	Check Date	Account Number	Account Name	Description	Amount
19-3238-3239	5/15/2019	305 010 594 76 60 00	North Cove Park Capital	Appraisal Services Williams Investments	\$4,250.00
					\$4,250.00

Vendor: Comcast

Check Number: 47851

Invoice No	Check Date	Account Number	Account Name	Description	Amount
0419 COMCAST	5/15/2019	001 008 521 20 42 00	LE-Communication	Internet Services - Market Place	\$108.68
0419 COMCAST	5/15/2019	001 008 521 20 42 00	LE-Communication	Internet Services - N Lakeshore Dr	\$88.68
0419 COMCAST	5/15/2019	001 010 576 80 42 00	PK-Communication	Internet Services - Parks/Rec Office	\$138.68
0419 COMCAST	5/15/2019	101 016 542 64 47 00	ST-Traffic Control -Utility	Traffic Signal Control	\$155.86
					\$491.90

Vendor: Crystal Springs

Check Number: 47852

Invoice No	Check Date	Account Number	Account Name	Description	Amount
5249844 050119	5/15/2019	001 007 558 50 31 01	PL-Operating Costs	Bottled Water - City Hall/City Shop	\$109.42
5249844 050119	5/15/2019	001 007 559 30 31 01	PB-Operating Cost	Bottled Water - City Hall/City Shop	\$77.66
5249844 050119	5/15/2019	001 013 518 20 31 00	GG-Operating Costs	Bottled Water - City Hall/City Shop	\$77.65
5249844 050119	5/15/2019	101 016 544 90 31 02	ST-Operating Cost	Bottled Water - City Hall/City Shop	\$134.23
5249844 050119	5/15/2019	410 016 531 10 31 02	SW-Operating Costs	Bottled Water - City Hall/City Shop	\$134.23
					\$533.19

Vendor: Daily Journal of Commerce Inc

Check Number: 47853

Invoice No	Check Date	Account Number	Account Name	Description	Amount
3347651	5/15/2019	101 016 542 30 41 01	ST-Advertising	Advertisment 2019 Payment Overlay	\$424.20
					\$424.20

Vendor: Dept of Commerce

Check Number: 47854

Invoice No	Check Date	Account Number	Account Name	Description	Amount
PWTF-273433	5/15/2019	304 016 591 95 71 00	PWTF 2010 Principal	PWTF Loan #PE10-951-003 Principal	\$7,605.35
PWTF-273433	5/15/2019	304 016 592 95 83 00	PWTF 2010 Interest	PWTF Loan #PE10-951-003 Interest	\$228.22
					\$7,833.57

Vendor: Dept of Retirement (Deferred Comp)

Check Number: 0

Invoice No	Check Date	Account Number	Account Name	Description	Amount
051019	5/13/2019	001 000 282 00 00 00	Payroll Liability Retirement	Employee Portion-State Deferre	\$2,770.00
					\$2,770.00

Vendor: Dept of Retirement PERS LEOFF

Check Number: 0

Invoice No	Check Date	Account Number	Account Name	Description	Amount
042519	5/15/2019	001 000 282 00 00 00	Payroll Liability Retirement	PERS LEOFF Contributions Mangold Retro	\$112.54
051019	5/13/2019	001 000 282 00 00 00	Payroll Liability Retirement	PERS LEOFF Contributions	\$55,187.03
					\$55,299.57

Vendor: Dept of Revenue EFT

Check Number: 0

Invoice No	Check Date	Account Number	Account Name	Description	Amount
051419 DOR	5/15/2019	001 008 521 20 31 06	LE-Emergency Mgmt Supplies	Excise Taxes April 2019	\$8.49
051419 DOR	5/15/2019	001 013 518 90 49 06	GG-Excise Tax	Excise Taxes April 2019	\$31.98
051419 DOR	5/15/2019	305 010 594 76 60 00	North Cove Park Capital	Excise Taxes April 2019	\$17.89
					\$58.36

Vendor: Diamante Cleaning Experts LLC

Check Number: 47855

Invoice No	Check Date	Account Number	Account Name	Description	Amount
10	5/15/2019	001 007 558 50 41 00	PL-Professional Servic	Janitorial Services - City Hall	\$65.00
10	5/15/2019	001 007 559 30 41 00	PB-Professional Srv	Janitorial Services - City Hall	\$65.00
10	5/15/2019	001 008 521 20 41 00	LE-Professional Services	Janitorial Services - Police Department	\$390.00
10	5/15/2019	001 010 576 80 41 00	PK-Professional Services	Janitorial Services - City Hall	\$65.00
10	5/15/2019	001 013 518 20 41 00	GG-Professional Service	Janitorial Services - City Hall	\$65.00
10	5/15/2019	001 013 518 20 41 00	GG-Professional Service	Janitorial Services - VIC	\$98.00
10	5/15/2019	101 016 542 30 41 02	ST-Professional Service	Janitorial Services - City Hall	\$65.00
10	5/15/2019	410 016 531 10 41 01	SW-Professional Services	Janitorial Services - City Hall	\$65.00
					\$878.00

Vendor: EFTPS

Check Number: 0

Invoice No	Check Date	Account Number	Account Name	Description	Amount
051019	5/13/2019	001 000 281 00 00 00	Payroll Liability Taxes	Federal Payroll Taxes	\$81,774.30
					\$81,774.30

Vendor: Emerald Inc

Check Number: 47856

Invoice No	Check Date	Account Number	Account Name	Description	Amount
3117	5/15/2019	001 008 521 20 48 00	LE-Repair & Maintenance Equip	Fire Extinguishers	\$287.79
					\$287.79

Vendor: Frontier

Check Number: 47857

Invoice No	Check Date	Account Number	Account Name	Description	Amount
0519 FRONTIER	5/15/2019	001 012 575 30 42 00	CS-Historical-Communications	Telephone Services Museum	\$211.02
0519 FRONTIER	5/15/2019	001 013 518 20 42 00	GG-Communication	Fax Services City Hall	\$28.48
0519 FRONTIER	5/15/2019	101 016 542 64 47 00	ST-Traffic Control -Utility	Traffic Control Modem	\$61.69
0519 FRONTIER	5/15/2019	101 016 543 30 42 00	ST-Communications	Fax Services City Hall	\$28.48
0519 FRONTIER	5/15/2019	410 016 531 10 42 00	SW-Communications	Fax Services City Hall	\$28.48
					\$358.15

Vendor: Gordon Truck Centers Inc

Check Number: 47858

Invoice No	Check Date	Account Number	Account Name	Description	Amount
PC302067572-01	5/15/2019	410 016 531 10 31 02	SW-Operating Costs	Sweeper Belt	\$50.15
					\$50.15

Vendor: Grainger

Check Number: 47859

Invoice No	Check Date	Account Number	Account Name	Description	Amount
9165678385	5/15/2019	410 016 531 10 31 02	SW-Operating Costs	Block Bearings	\$478.16
9167766204	5/15/2019	410 016 517 60 31 00	SW-Safety Program	Chemical/Cut Resistant Gloves	\$58.82
9167766212	5/15/2019	410 016 531 10 31 02	SW-Operating Costs	Folding Utility Knife	\$82.49
9169651339	5/15/2019	410 016 531 10 31 02	SW-Operating Costs	Safety Read Glasses/Bungee Cord	\$80.12
					\$699.59

Vendor: Housing Authority of Snohomish County

Check Number: 47860

Invoice No	Check Date	Account Number	Account Name	Description	Amount
548116	5/15/2019	001 007 558 50 41 00	PL-Professional Servic	Annual Housing Authority Assessment	\$3,342.00
					\$3,342.00

Vendor: HRA VEBA Trust YA20192

Check Number: 47832

Invoice No	Check Date	Account Number	Account Name	Description	Amount
051019	5/13/2019	001 000 283 00 00 00	Payroll Liability Medical	Employee VEBA Contributions	\$743.24
					\$743.24

Vendor: HSA Bank

Check Number: 47833

Invoice No	Check Date	Account Number	Account Name	Description	Amount
051019	5/13/2019	001 000 284 00 00 00	Payroll Liability Other	Health Savings Account Employee Contribubtions	\$660.99
					\$660.99

Vendor: Iron Mountain Quarry LLC

Check Number: 47861

Invoice No	Check Date	Account Number	Account Name	Description	Amount
0288608	5/15/2019	305 010 594 76 60 00	North Cove Park Capital	Rock North Cove	\$291.90
					\$291.90

Vendor: Kaiser Permanente

Check Number: 47862

Invoice No	Check Date	Account Number	Account Name	Description	Amount
68132237	5/15/2019	101 016 542 30 41 02	ST-Professional Service	New Employee Physical/Drug Screen/CDME - Douglas	\$129.00
68132237	5/15/2019	410 016 531 10 41 01	SW-Professional Services	New Employee Physical/Drug Screen/CDME - Douglas	\$129.00
					\$258.00

Vendor: Lake Industries LLC

Check Number: 47863

Invoice No	Check Date	Account Number	Account Name	Description	Amount
279833	5/15/2019	305 010 594 76 60 00	North Cove Park Capital	Drain Rock - North Cove	\$142.03

279850	5/15/2019	305 010 594 76 60 00	North Cove Park Capital	Screened Pit Run - North Cove	\$2,214.23
36983	5/15/2019	305 010 594 76 60 00	North Cove Park Capital	Fill Hauled In - North Cove	\$100.00
					\$2,456.26

Vendor: Lake Stevens Mini Mart

Check Number: 47864

Invoice No	Check Date	Account Number	Account Name	Description	Amount
031519 LSMM	5/15/2019	410 016 531 10 32 00	SW-Fuel	Fuel PW74	\$69.76
					\$69.76

Vendor: Lake Stevens Police Guild

Check Number: 47834

Invoice No	Check Date	Account Number	Account Name	Description	Amount
051019	5/13/2019	001 000 284 00 00 00	Payroll Liability Other	Employee Paid Union Dues	\$1,155.00
					\$1,155.00

Vendor: Lake Stevens Sewer District

Check Number: 47865

Invoice No	Check Date	Account Number	Account Name	Description	Amount
050119 LSSD	5/15/2019	001 008 521 50 47 00	LE-Facility Utilities	Sewer - N Lakeshore Dr	\$86.00
050119 LSSD	5/15/2019	001 008 521 50 47 00	LE-Facility Utilities	Sewer - Police Station	\$86.00
050119 LSSD	5/15/2019	001 010 576 80 47 00	PK-Utilities	Sewer - Boat Launch Restrooms	\$87.00
050119 LSSD	5/15/2019	001 010 576 80 47 00	PK-Utilities	Sewer - Lundein Park	\$172.00
050119 LSSD	5/15/2019	001 012 572 20 47 00	CS-Library-Utilities	Sewer - Library	\$86.00
050119 LSSD	5/15/2019	001 013 518 20 47 00	GG-Utilities	Sewer - City Hall	\$172.00
050119 LSSD	5/15/2019	001 013 518 20 47 00	GG-Utilities	Sewer - Family Center	\$86.00
050119 LSSD	5/15/2019	001 013 518 20 47 00	GG-Utilities	Sewer - Permit Center	\$86.00
050119 LSSD	5/15/2019	001 013 518 20 47 00	GG-Utilities	Sewer - Vacant Houses 20th St SE	\$86.00
050119 LSSD	5/15/2019	001 013 518 20 47 02	GG - Utilities for Rentals	Sewer - 12202 Vernon Rd	\$860.00
050119 LSSD	5/15/2019	001 013 518 20 47 02	GG - Utilities for Rentals	Sewer - 12207 North Lane NE	\$86.00
050119 LSSD	5/15/2019	101 016 543 50 47 00	ST-Utilities	Sewer - 99th Ave SE Property	\$86.00
					\$1,979.00

Vendor: LeBlanc

Check Number: 47866

Invoice No	Check Date	Account Number	Account Name	Description	Amount
060319 LEBLANC	5/15/2019	001 008 521 20 43 00	LE-Travel & Per Diem	PerDiem - Meals SLI Training Marysville - LeBlanc	\$100.00
					\$100.00

Vendor: Lyons

Check Number: 47867

Invoice No	Check Date	Account Number	Account Name	Description	Amount
061219 LYONS	5/15/2019	001 008 521 20 43 00	LE-Travel & Per Diem	PerDiem - Meals BAC-SFST Training Marysville - Lyons	\$20.00
					\$20.00

Vendor: Mackenzie Engineering Inc

Check Number: 47868

Invoice No	Check Date	Account Number	Account Name	Description	Amount
1058167	5/15/2019	002 008 594 18 60 03	Police Dept Chapel Hill	Chapel Hill Civic Center Design Dec 2018	\$147.72
					\$147.72

Vendor: Method Barricade & Construction Supply LLC

Check Number: 47869

Invoice No	Check Date	Account Number	Account Name	Description	Amount
12051	5/15/2019	101 016 517 60 31 00	ST-Safety Program	Hats	\$526.47
12051	5/15/2019	410 016 517 60 31 00	SW-Safety Program	Hats	\$526.47
					\$1,052.94

Vendor: Nationwide Retirement Solution

Check Number: 0

Invoice No	Check Date	Account Number	Account Name	Description	Amount
051019	5/13/2019	001 000 282 00 00 00	Payroll Liability Retirement	Employee Portion-Nationwide	\$3,986.67
					\$3,986.67

Vendor: New York Life

Check Number: 47835

Invoice No	Check Date	Account Number	Account Name	Description	Amount
051019	5/13/2019	001 000 284 00 00 00	Payroll Liability Other	Whole LIfe Insurance Premiums	\$496.00
					\$496.00

Vendor: New York Life EFT

Check Number: 0

Invoice No	Check Date	Account Number	Account Name	Description	Amount
051019	5/13/2019	001 002 513 11 20 00	AD-Benefits	Life/Disability Ins Premiums	\$52.99
051019	5/13/2019	001 003 514 20 20 00	CC-Benefits	Life/Disability Ins Premiums	\$51.35
051019	5/13/2019	001 004 514 23 20 00	FI-Benefits	Life/Disability Ins Premiums	\$172.85
051019	5/13/2019	001 005 518 10 20 00	HR-Benefits	Life/Disability Ins Premiums	\$84.68
051019	5/13/2019	001 006 518 80 20 00	IT-Benefits	Life/Disability Ins Premiums	\$83.90
051019	5/13/2019	001 007 558 50 20 00	PL-Benefits	Life/Disability Ins Premiums	\$318.03
051019	5/13/2019	001 007 559 30 20 00	PB-Benefits	Life/Disability Ins Premiums	\$174.86
051019	5/13/2019	001 008 521 20 20 00	LE-Benefits	Life/Disability Ins Premiums	\$1,477.61
051019	5/13/2019	001 010 576 80 20 00	PK-Benefits	Life/Disability Ins Premiums	\$177.22
051019	5/13/2019	001 013 518 30 20 00	GG-Benefits	Life/Disability Ins Premiums	\$128.56
051019	5/13/2019	101 016 542 30 20 00	ST-Benefits	Life/Disability Ins Premiums	\$409.37
051019	5/13/2019	410 016 531 10 20 00	SW-Benefits	Life/Disability Ins Premiums	\$413.75
					\$3,545.17

Vendor: Pacific Rim Code Services Inc

Check Number: 47870

Invoice No	Check Date	Account Number	Account Name	Description	Amount
04-2019	5/15/2019	001 007 558 50 41 04	Permit Related Professional Sr	Plan Review - Ulta Beauty & Chase Bank	\$1,750.32
					\$1,750.32

Vendor: Perteet Inc

Check Number: 47871

Invoice No	Check Date	Account Number	Account Name	Description	Amount
20120176.001-47	5/15/2019	301 016 544 40 41 00	Street Op - P&D - 20th St SE	20th Street SE Phase II Segment 1 Design	\$3,168.36
					\$3,168.36

Vendor: Precision Turf Equipment LLC

Check Number: 47872

Invoice No	Check Date	Account Number	Account Name	Description	Amount
12088-39715	5/15/2019	001 010 576 80 31 00	PK-Operating Costs	Cord Holder	\$26.57
					\$26.57

Vendor: Puget Sound Energy

Check Number: 47873

Invoice No	Check Date	Account Number	Account Name	Description	Amount
24316495 0519	5/15/2019	001 010 576 80 47 00	PK-Utilities	Natural Gas - City Shop	\$134.64
24316495 0519	5/15/2019	101 016 543 50 47 00	ST-Utilities	Natural Gas - City Shop	\$134.63
24316495 0519	5/15/2019	410 016 531 10 47 00	SW-Utilities	Natural Gas - City Shop	\$134.68
3723810 0519	5/15/2019	001 008 521 50 47 00	LE-Facility Utilities	Natural Gas - N Lakeshore Dr	\$106.18
					\$510.13

Vendor: Republic Services 197

Check Number: 47874

Invoice No	Check Date	Account Number	Account Name	Description	Amount
0197-002439558	5/15/2019	001 013 518 20 47 02	GG - Utilities for Rentals	Dumpster Services 12202 N Lakeshore Dr	\$362.32
0197-002440460	5/15/2019	001 010 576 80 45 01	PK- Dumpster Service	Dumpster Services City Shop	\$407.71
0197-002440460	5/15/2019	101 016 542 30 45 01	ST-Dumpster Service	Dumpster Services City Shop	\$407.71
0197-002440460	5/15/2019	410 016 531 10 45 00	SW-Dumpster Service	Dumpster Services City Shop	\$407.72
0197-002441038	5/15/2019	001 013 518 20 45 01	GG-Dumpster Service	Dumpster Services City Hall	\$214.00
					\$1,799.46

Vendor: Rexel USA Inc

Check Number: 47875

Invoice No	Check Date	Account Number	Account Name	Description	Amount
SC99297	5/15/2019	410 016 531 10 31 02	SW-Operating Costs	Finance Change PLATT	\$9.84
U800276	5/15/2019	410 016 531 10 31 02	SW-Operating Costs	Credit - Welder Plug Supplies	(\$65.53)
U960263	5/15/2019	410 016 531 10 31 02	SW-Operating Costs	Cable Cutters/Receptacles/Outlets	\$585.66
					\$529.97

Vendor: Roth

Check Number: 47876

Invoice No	Check Date	Account Number	Account Name	Description	Amount
050719 ROTH	5/15/2019	001 007 558 50 49 01	PL-Staff Development	Reimburse for AICP Exam Registration	\$425.00
					\$425.00

Vendor: Smarsh Inc

Check Number: 47877

Invoice No	Check Date	Account Number	Account Name	Description	Amount
INV00501323	5/15/2019	510 006 518 80 49 05	LR - Smarsh	Archiving Platform	\$654.00
					\$654.00

Vendor: Snohomish County Parks and Recreation

Check Number: 47878

Invoice No	Check Date	Account Number	Account Name	Description	Amount
I000499036	5/15/2019	001 013 518 20 31 00	GG-Operating Costs	Centennial Trail Business Sign Permit 2019-2020	\$140.00
					\$140.00

Vendor: Snohomish County PUD

Check Number: 47879

Invoice No	Check Date	Account Number	Account Name	Description	Amount
100387069	5/15/2019	001 010 576 80 47 00	PK-Utilities	221908015 City Shop Mechanic	\$56.17
100387069	5/15/2019	101 016 543 50 47 00	ST-Utilities	221908015 City Shop Mechanic	\$56.16
100387069	5/15/2019	410 016 531 10 47 00	SW-Utilities	221908015 City Shop Mechanic	\$56.16
108430700	5/15/2019	001 010 576 80 47 00	PK-Utilities	200206019 Parks Electric	\$73.09
108430700	5/15/2019	001 010 576 80 47 00	PK-Utilities	200206019 Parks Water	\$69.39
108430700	5/15/2019	001 012 572 20 47 00	CS-Library-Utilities	200206019 Library Electric	\$422.04
108430700	5/15/2019	001 013 518 20 47 00	GG-Utilities	200206019 City Hall Admin Electric	\$120.32
108430700	5/15/2019	001 013 518 20 47 00	GG-Utilities	200206019 City Hall Electric	\$210.69
108430700	5/15/2019	001 013 518 20 47 00	GG-Utilities	200206019 City Hall Water	\$129.78
108430700	5/15/2019	001 013 518 20 47 00	GG-Utilities	200206019 Family Center Water	\$15.95
108430700	5/15/2019	001 013 518 20 47 00	GG-Utilities	200206019 Library Water	\$87.35
108430700	5/15/2019	101 016 542 63 47 00	ST-Lighting - Utilities	200206019 Street Lights	\$113.62
108432601	5/15/2019	101 016 542 63 47 00	ST-Lighting - Utilities	200363505 Traffic Signal	\$78.77
118346642	5/15/2019	001 010 576 80 47 00	PK-Utilities	201487055 2424 Soper Hill Rd Mobile Electric	\$21.81
118346642	5/15/2019	001 010 576 80 47 00	PK-Utilities	201487055 2424 Soper Hill Rd Mobile Water	\$26.97
128259279	5/15/2019	101 016 542 63 47 00	ST-Lighting - Utilities	201973682 Street Lights	\$47.38
128263606	5/15/2019	101 016 542 63 47 00	ST-Lighting - Utilities	202648705 Street Lights	\$41.92
138085015	5/15/2019	101 016 542 63 47 00	ST-Lighting - Utilities	201595113 Street Lights	\$145.09
138087492	5/15/2019	001 012 575 30 47 00	CS-Historical-Utilities	202289237 Museum	\$57.20
138087492	5/15/2019	001 012 575 51 47 00	CS-Grimm House Utilities	202289237 Grimm House	\$57.20
141394198	5/15/2019	101 016 542 63 47 00	ST-Lighting - Utilities	201860178 Traffic Signal 9101 Market Pl	\$123.77
148019670	5/15/2019	101 016 542 63 47 00	ST-Lighting - Utilities	202624367 Street Lights	\$12,053.31
148019671	5/15/2019	101 016 542 63 47 00	ST-Lighting - Utilities	202648101 Street Lights Soper Hill Annex	\$1,309.87
148019672	5/15/2019	101 016 542 63 47 00	ST-Lighting - Utilities	202670725 Street Lights	\$1,251.30
154575202	5/15/2019	001 010 576 80 47 00	PK-Utilities	221860174 Frontier Circle Park Electric	\$27.76
164171307	5/15/2019	101 016 542 63 47 00	ST-Lighting - Utilities	204719074 Catherine Creek Bridge Lights	\$22.90
164175082	5/15/2019	101 016 542 63 47 00	ST-Lighting - Utilities	205338056 SR92 Roundabout at 113th	\$46.88
164176354	5/15/2019	101 016 542 63 47 00	ST-Lighting - Utilities	205320781 SR92 Roundabout at 99th	\$50.85
					\$16,773.70

Vendor: Sound Publishing Inc

Check Number: 47880

Invoice No	Check Date	Account Number	Account Name	Description	Amount
7912600	5/15/2019	001 007 558 50 41 03	PL-Advertising	Advertisement - Interim Building Inspector	\$533.00
					\$533.00

Vendor: Sound Security Inc

Check Number: 47881

Invoice No	Check Date	Account Number	Account Name	Description	Amount
930706	5/15/2019	001 013 518 20 31 00	GG-Operating Costs	Plain Stickeys for Badges	\$10.90
					\$10.90

Vendor: Starkenburg
Check Number: 47882

Invoice No	Check Date	Account Number	Account Name	Description	Amount
0619STARKENBURG	5/15/2019	001 008 521 20 43 00	LE-Travel & Per Diem	PerDiem - Meals SLI Training Marysville - Starkenburg	\$100.00
					\$100.00

Vendor: SVR Inc
Check Number: 47883

Invoice No	Check Date	Account Number	Account Name	Description	Amount
21861	5/15/2019	305 010 594 76 60 00	North Cove Park Capital	Dumpster Rental - North Cove Williams Property Clean Up	\$891.95
21884	5/15/2019	305 010 594 76 60 00	North Cove Park Capital	Dumpster Rental - North Cove Williams Property Clean Up	\$3,652.39
					\$4,544.34

Vendor: Tacoma Screw Products Inc
Check Number: 47884

Invoice No	Check Date	Account Number	Account Name	Description	Amount
18239537	5/15/2019	001 010 576 80 31 00	PK-Operating Costs	Caution Tape/Absorbent Pads/Floves	\$83.76
18239537	5/15/2019	101 016 544 90 31 02	ST-Operating Cost	Caution Tape/Absorbent Pads/Floves	\$83.77
18239537	5/15/2019	410 016 531 10 31 02	SW-Operating Costs	Caution Tape/Absorbent Pads/Floves	\$83.77
					\$251.30

Vendor: Teamsters Local No 763
Check Number: 47836

Invoice No	Check Date	Account Number	Account Name	Description	Amount
051019	5/13/2019	001 000 284 00 00 00	Payroll Liability Other	Union Dues	\$1,004.00
					\$1,004.00

Vendor: The Watershed Co
Check Number: 47885

Invoice No	Check Date	Account Number	Account Name	Description	Amount
2019-0308	5/15/2019	001 007 558 50 41 00	PL-Professional Servic	Review Shoreline Master Program	\$292.50
					\$292.50

Vendor: US Bank St Paul
Check Number: 47886

Invoice No	Check Date	Account Number	Account Name	Description	Amount
1388952	5/15/2019	210 000 592 18 83 00	2008 Bond Interest Payment	LAKSGOREF08A Series 2008 Interest City Portion	\$34,752.50
1388952	5/15/2019	210 070 592 35 83 00	2008 Bond Interest Payment	LAKSGOREF08A Series 2008 Interest Sewer Portion	\$9,900.00
					\$44,652.50

Vendor: Vantagepoint Transfer Agents - 108991
Check Number: 47837

Invoice No	Check Date	Account Number	Account Name	Description	Amount
051019	5/13/2019	001 000 282 00 00 00	Payroll Liability Retirement	ICMA Deferred Comp - Employer Contribution	\$363.39
					\$363.39

Vendor: Vantagepoint Transfer Agents - 307428
Check Number: 47838

Invoice No	Check Date	Account Number	Account Name	Description	Amount
051019	5/13/2019	001 000 282 00 00 00	Payroll Liability Retirement	ICMA Deferred Comp - Employee Contribution	\$1,880.02
					\$1,880.02

Vendor: Verizon Northwest

Check Number: 47887

Invoice No	Check Date	Account Number	Account Name	Description	Amount
9829249990	5/15/2019	001 001 511 60 42 00	Legislative - Communication	Wireless Phone Service Council	\$329.28
9829249990	5/15/2019	001 001 513 10 42 00	Executive - Communication	Wireless Phone Service Executive	\$44.64
9829249990	5/15/2019	001 002 513 11 42 00	AD-Communications	Wireless Phone Service Admin	\$44.64
9829249990	5/15/2019	001 004 514 23 42 00	FI-Communications	Wireless Phone Service Finance	\$44.64
9829249990	5/15/2019	001 005 518 10 42 00	HR-Communications	Wireless Phone Service HR	\$89.28
9829249990	5/15/2019	001 006 518 80 42 00	IT-Communications	Wireless Phone Service IT	\$94.28
9829249990	5/15/2019	001 007 558 50 42 00	PL-Communication	Wireless Phone Service Planning	\$237.08
9829249990	5/15/2019	001 007 559 30 42 00	PB-Communication	Wireless Phone Service Building	\$149.32
9829249990	5/15/2019	001 008 521 20 42 00	LE-Communication	Wireless Phone Service Credit PD	(\$149.28)
9829249990	5/15/2019	001 010 576 80 42 00	PK-Communication	Wireless Phone Service PW	\$357.65
9829249990	5/15/2019	101 016 543 30 42 00	ST-Communications	Wireless Phone Service PW	\$357.65
9829249990	5/15/2019	410 016 531 10 42 00	SW-Communications	Wireless Phone Service PW	\$357.65
					\$1,956.83

Vendor: Washington State Support Registry

Check Number: 0

Invoice No	Check Date	Account Number	Account Name	Description	Amount
051019	5/13/2019	001 000 284 00 00 00	Payroll Liability Other	Employee Paid Child Support	\$163.50
					\$163.50

Vendor: Wells

Check Number: 47888

Invoice No	Check Date	Account Number	Account Name	Description	Amount
061219 WELLS	5/15/2019	001 008 521 20 43 00	LE-Travel & Per Diem	PerDiem - Meals BAC-SFST Training Marysville - Wells	\$20.00
					\$20.00

Vendor: Western Conference of Teamsters Pension Trust

Check Number: 47839

Invoice No	Check Date	Account Number	Account Name	Description	Amount
051019	5/13/2019	001 000 282 00 00 00	Payroll Liability Retirement	Employee Contributions - Teamster Pension	\$2,894.57
					\$2,894.57



LAKE STEVENS CITY COUNCIL
STAFF REPORT

Council Agenda Date: May 21, 2019

Subject: Soper Hill Road ILA

Contact	Gene Brazel, City Administrator	Budget Impact: N/A
Person/Department:	Russ Wright, Community Dev. Director	

RECOMMENDATION(S)/ACTION REQUESTED OF COUNCIL: Approve the Interlocal Agreement Between the City of Marysville and the City of Lake Stevens Regarding Improvements to Soper Hill Road and Authorize the Mayor to Approve Nonsubstantive Administrative Changes as Appropriate.

SUMMARY/BACKGROUND: The cities of Lake Stevens and Marysville have been coordinating an Interlocal Agreement (ILA) (Attachment 1) that would allow Marysville to improve two intersections (83rd Ave NE and 87 Ave NE) onto Soper Hill Road. The project has resulted from new and future development projects in Marysville seeking access to Soper Hill Road in Lake Stevens and adjacent development in Lake Stevens east of SR-9. The ILA addresses several main points:

1. Basic requirements of the ILA that would establish parameters and designees;
2. Effective date, which would follow execution by each Council;
3. Description of projects at 83rd Ave NE and 87 Ave NE along with frontage and capacity improvements along Soper Hill Road;
4. Responsibilities of each jurisdiction and private developers;
5. Design, construction, maintenance and access; and
6. Indemnification, insurance requirement, dispute resolution, duration, etc.

The ILA addresses the final concerns noted by the Lake Stevens City Council. The Mayors and City Administrators and both cities' attorneys have reviewed and approve the proposed agreement.

Staff is requesting that Council authorize the Mayor to sign the ILA.

APPLICABLE CITY POLICIES:

Lake Stevens Engineering, Design and Development Standards

Interlocal Cooperation Act, Chapter 39.34 RCW

BUDGET IMPACT: No immediate budget impacts have been addressed, however Improvements will be paid by development fees collected by Marysville and Marysville and Lake Stevens will pursue grant opportunities.

ATTACHMENTS:

- Exhibit A: Interlocal Agreement

INTERLOCAL AGREEMENT BETWEEN THE CITY OF MARYSVILLE AND THE CITY OF LAKE STEVENS REGARDING IMPROVEMENTS TO SOPER HILL ROAD

This Agreement is entered into this _____ day of _____, 2019, and is entered into by and between the City of Marysville, a municipal corporation under the laws of the state of Washington, (“Marysville”) and the City of Lake Stevens, a municipal corporation under the laws of the state of Washington (“Lake Stevens”), collectively referred to as the “parties.”

Whereas, the jurisdictional boundaries of Marysville and Lake Stevens meet along the northern boundary of the Soper Hill Road right-of-way, with the whole of Soper Hill Road, from the 8000 block east to State Route 9, being located within the jurisdictional boundaries of Lake Stevens; and

Whereas, future development in the Soper Hill Road area, largely within Marysville, and resulting traffic impacts may cause several Soper Hill Road intersections to fall below adequate levels of service for the cities of Marysville and Lake Stevens; and

Whereas, Marysville and Lake Stevens agree that future growth within Marysville will necessitate traffic control improvements at specific intersections and associated frontage improvements within Lake Stevens to maintain adequate levels of service and wish to define general standards for the Soper Hill Road corridor and the manner in which those improvements will be designed and constructed; and

Whereas, Marysville and Lake Stevens have the authority to enter into this Agreement pursuant to and in accordance with the State Interlocal Cooperation Act, Chapter 39.34 RCW;

Now, therefore, in consideration of the mutual promises herein, the parties agree that:

1. Requirements of the Interlocal Cooperation Act.

- a. Purpose of Agreement. This Agreement is authorized by and entered into pursuant to the Interlocal Cooperation Act, Chapter 39.34 RCW. The purpose and intent of this Agreement is for Marysville and Lake Stevens to work together effectively and efficiently to accomplish the “Soper Hill Projects,” as defined in Section 3 of this Agreement. This Agreement establishes the responsibilities of Marysville and Lake Stevens for the planning, design, and construction of the Soper Hill Projects, which includes intersection and frontage improvements. Lake Stevens will cooperate with Marysville and Marysville will cooperate with Lake Stevens to the extent reasonably necessary to accomplish the Soper Hill Projects.

- b. No Separate Entity. The parties agree that no separate legal or administrative entities are necessary to carry out this Agreement.
- c. Ownership of Property. Except as expressly provided to the contrary in this Agreement, any real or personal property used or acquired by either party in connection with its performance under this Agreement will remain the sole property of such party and the other party shall have no interest therein.
- d. Administrators. Each party to this Agreement shall designate an individual (an “Administrator”), who may be designated by title or position, to oversee and administer such party’s participation in this Agreement. The parties’ initial Administrators shall be the following individuals:

Marysville's Initial Administrator:

Lake Steven's Initial Administrator

Chief Administrative Officer
Gloria Hirashima
1049 State Avenue
Marysville, WA 98270

City Administrator
Gene Brazel
1812 Main St.
P.O. Box 257
Lake Stevens, WA 98258

Either party may change its Administrator at any time by delivering written notice of such party's new Administrator to the other party.

2. **Effective Date.** This Agreement shall take effect upon being authorized for execution by the City Council of each party, fully executed by the mayor for each party, and being (a) filed with the Snohomish County Auditor or (b) being posted on either Marysville's or Lake Stevens' city website.
3. **Soper Hill Projects.** Soper Hill Road is an important east-west minor arterial forming a portion of the jurisdictional boundary between Marysville and Lake Stevens. Continued development in the area will necessitate improvements to the Soper Hill Road corridor.
 - a. **Road Segments.** The parties agree to the following conceptual layouts for the identified road segments, all as represented in the attached Exhibit A:
 - i. **Soper Hill Road Between 83rd Avenue NE and 87th Avenue NE – Phase 1.** Two eleven-foot wide travel lanes and a twelve-foot wide center turn lane, twelve-foot shared used path north side and a road buffer accommodating variable width planters. The meandering pedestrian path on the southern frontage is to be maintained and integrated into the new road section.

- ii. Soper Hill Road Between 87th Avenue NE and Highway 9. Five eleven-foot travel lanes (two westbound and three eastbound) at Highway 9 tapering to three eleven-foot travel lanes (two westbound and one eastbound) at 87th Avenue NE. On the north side, a twelve-foot shared use path and variable width planters. The meandering pedestrian path on the southern frontage is to be maintained and integrated into the new road section.
- iii. Soper Hill Road West of 83rd Avenue NE to City Limits. Two eleven-foot wide travel lanes, five-foot wide bike lanes, five-foot wide planters, and five-foot wide sidewalks along both frontages.

b. Traffic Control at 83rd Avenue NE and 87th Avenue NE. Two roadway traffic control improvement projects including the installation of two mini-roundabouts and associated improvements including curb and gutter, sidewalks, and drainage improvements at the intersections of 83rd Avenue NE and Soper Hill Road (the “83rd Project”) and 87th Avenue NE and Soper Hill Road (along with frontage improvements between 87th Avenue NE and SR-9 that will be triggered and constructed by a developer as contemplated by this Agreement) (the “87th Project”).

- i. Collectively, the 83rd Project and 87th Project constitute the “Soper Hill Projects.” As more fully detailed below and as shown in Exhibit A, the parties intend that the Soper Hill Projects will be substantially similar in their design and that Marysville will design and construct the 83rd Project and that a developer will design and construct the 87th Project, with Marysville having the option at its discretion to instead design and/or construct the 87th Project in lieu of a developer.
- ii. Lake Stevens will be the permitting agency and the lead agency for SEPA purposes on the Soper Hill Projects, within Lake Stevens’ jurisdictional boundaries. Notwithstanding anything written herein, the City of Lake Stevens permitting and SEPA authority over Soper Road shall not be diminished or impaired by this Agreement.

c. Marysville’s Responsibilities for the 83rd Project. With regard to the 83rd Project, Marysville, by and through its officials, officers, employees, and agents, agrees to:

- i. Obtain Permits. Marysville is responsible for obtaining all required permits from Lake Stevens, including but not limited to construction plan approval, grading permit approval, environmental review, including issuance of a SEPA threshold determination, and right-of-way permit approval. The 83rd Project will be designed consistent with Lake Stevens’ ordinances and Engineering Design and Development Standards and to the greatest extent practicable the small roundabout design treatments contained on page 18 of Lake Stevens’ Beautification Plan (attached

hereto as Exhibit B), and consistent with the design and construction of the 87th Project. Marysville will comply with all applicable laws, rules, and regulations associated with said application and issuance of required permits and defense of all permitting decisions and any appeal thereof.

- ii. Grant of Access. Marysville will obtain permission and written right-of-entry on, over, under, above, and through private property if, in the reasonable judgment of Marysville's Engineer, access is necessary for designing or constructing the 83rd Project. Lake Stevens will reasonably assist Marysville to obtain permission and right-of-entry on, over, under, above, and through private property located within the jurisdictional boundaries of Lake Stevens as may be necessary from time to time. Any right-of-way, right of entry, or other real property interest that may need to be acquired by fee or easement will be the responsibility of Marysville and any private real property rights acquired by Marysville for the projects will be conveyed to Lake Stevens for properties located within Lake Stevens' boundaries.
- iii. Project Design. All aspects of the 83rd Project will be designed in compliance with federal law and regulations and pursuant to Lake Stevens' ordinances and Engineering Design and Development Standards. Final design will be subject to Lake Stevens' written approval or permit approval, which shall not be unreasonably withheld.
- iv. Sub-Contracting. Marysville may, in its sole discretion, hire one or more consultants, sub-consultants, contractors, and/or sub-contractors to perform some or all of the design or construction of the 83rd Project.
- v. Timeline. Marysville will complete design, permitting, and construction of the 83rd Project within two years of the effective date of this Agreement.
- vi. Conveyance. Within ninety (90) days following the later of (1) completion of construction of the 83rd Project, (2) final acceptance of the 83rd Project, or (3) resolution of all claims against retainage for the 83rd Project, Marysville will convey the 83rd Project, and any and all acquired interests in real property and improvements associated therewith and located within Lake Stevens, to Lake Stevens by bill of sale. The 83rd Project will be free of all liens and encumbrances at the time of conveyance.
- vii. Appropriation. Marysville currently has available funding for 83rd segment of the Soper Hill projects. To the extent such funding is not expended on the 83rd Project, the remaining funds shall be committed by Marysville to the funding of the 87th Project and frontage improvements in the project area.

- d. Lake Stevens' Responsibilities for the 83rd Project. With regard to the 83rd Project, Lake Stevens, by and through its officials, officers, employees, and agents, agrees to:
 - i. Lead Agency. Pursuant to WAC 197-11-926(1), Lake Stevens will serve as the lead agency on the 83rd Project for purposes of SEPA.
 - ii. Permit Authority. Lake Stevens will act as the permitting authority related to the 83rd Project and associated improvements within the Soper Hill Road right of way, including but not limited to construction plan approval, grading permit approval, environmental review, issuance of a SEPA threshold determination, and right-of-way permit approval.
 - iii. Cooperation. Lake Stevens agrees to cooperate with Marysville as may be necessary from time to time in designing and constructing the 83rd Project.
 - iv. Grant of Access. Lake Stevens grants Marysville, its officials, officers, employees, and agents, for the purposes of designing and constructing the 83rd Project pursuant to this Agreement, permission and right-of-entry on, over, under, above, and through those Lake Stevens rights-of-way that are necessary in the design or construction of the 83rd Project. The terms and conditions of such access shall be pursuant to a right-of-way permit issued by Lake Stevens.
- e. Marysville and Lake Stevens Responsibilities for Developer Construction of the 87th Project. With regard to the 87th Project, Marysville and Lake Stevens, by and through their officials, officers, employees, and agents, agree:
 - i. Developer Construction. Marysville anticipates that a development will locate within Marysville, near 87th Avenue NE and Soper Hill Road, and that such a development will trigger the need for the 87th Project. Any proposed development in Marysville for which traffic from the development will cause the intersection to be reduced to Service Level E shall trigger the need for the 87th Project.
 - ii. Analysis of Development. Upon receiving a complete application for a development in the vicinity of 87th Avenue NE and Soper Hill Road Marysville will provide Lake Stevens a notice of application and a timely opportunity for review, comment, staff consultation, and where applicable, participation in Marysville's development review and approval process. Marysville, in consultation with Lake Stevens, may either independently study the traffic impacts of a proposed development or may rely on a traffic impact study submitted by the applicant. Marysville may require the applicant to prepare a traffic impact study and may request such supplemental information and analysis as Marysville determines is necessary.

- iii. Conditioning of Development. If Marysville after consultation with Lake Stevens determines in the exercise of its land use authority that the development will trigger the need for the 87th Project, Marysville will condition the development upon construction of the 87th Project and conveyance of the 87th Project to Lake Stevens by a bill of sale.
- iv. Permits. The developer will be required to obtain the necessary permits and approvals from Lake Stevens pursuant to the Lake Stevens Municipal Code. Lake Stevens will act as the permitting authority for the 87th Project and, pursuant to WAC 197-11-926(1), will serve as the lead agency for purposes of SEPA on the 87th Project.
- v. Development Standards. Marysville and Lake Stevens agree that the 87th Project will be designed and constructed consistent with Lake Stevens' ordinances and Engineering Design and Development Standards and to the greatest extent practicable the small roundabout design treatments contained on page 18 of Lake Stevens' Beautification Plan (attached hereto as Exhibit B), and consistent with the design and construction of the 83rd Project.
- vi. Cooperation. To the extent necessary, Marysville and Lake Stevens will coordinate to assure that the 87th Project is designed, permitted, and constructed in a form substantially similar to the 83rd Project.
- vii. Conveyance. Following the developer's construction of the 87th Project, portions of the project shall be conveyed by the developer to Lake Stevens in accordance with the Lake Stevens Municipal Code and the Lake Stevens Engineering Design and Development Standards.
- viii. Marysville Public Improvement Project. In its sole discretion, Marysville will have the option to design, permit and potentially construct the 87th Project in lieu of a developer as a public improvement occurring in advance of a private development triggering said improvements. In the event Marysville exercises this option, then the terms of Section 3.c and 3.d will apply to the 87th Project (as though those Sections substituted "87th Project" in place of "83rd Project") except for Section 3.c.v, which will be modified so that the 87th Project will be completed prior to any development occupancy that trigger the improvements consistent with Section 3.e.iii.

4. Maintenance of the Soper Hill Projects.

- a. 83rd Project. During construction of the 83rd Project, and until such time as this Agreement expires or is terminated, Marysville will be responsible for the maintenance and repair of all improvements of the 83rd Project including the roadway, curb, gutter,

sidewalks, and storm water drainage improvements, but excluding pavement overlays and channelization.

- b. 87th Project.
 - i. Prior to conveyance to Lake Stevens, and in accordance with the Lake Stevens Municipal Code and the Lake Stevens Engineering Design and Development Standards, the developer shall be responsible for maintenance of the 87th Project.
 - ii. In accordance with the Lake Stevens Municipal Code and the Lake Stevens Engineering Design and Development Standards, Lake Stevens shall assure that any necessary maintenance or repair of the 87th Project is completed by the developer, or by Marysville with resort to available bonds, prior to conveyance of the improvements to Lake Stevens.
 - iii. Upon conveyance of all or any portion of the 87th Project improvements to Lake Stevens, Marysville will, within ninety (90) days, provide written notice to Lake Stevens of the conveyance. The written notice must identify the specific improvements conveyed to Lake Stevens (the “Noticed Improvements”). Thereafter, and until such time as this Agreement expires or is terminated, Marysville will be responsible for the maintenance and repair of the Noticed Improvements, excluding pavement overlays.
 - iv. In the event Marysville exercises its option to construct the 87th project pursuant to Section 3.e.viii, then during construction of the 87th Project, and until such time as this Agreement expires or is terminated, Marysville will be responsible for the maintenance and repair of all improvements of the 87th Project including the roadway, curb, gutter, sidewalks, and storm water drainage improvements, but excluding pavement overlays and channelization.

5. Access to Soper Hill Road.

- a. Marysville and Lake Stevens shall retain all permitting authority with regard to right-of-way use permits allowing access onto Soper Hill Road within their respective jurisdictions.
- b. The parties agree that one right-in or right-in-right-out access point onto Soper Hill Road may be located between State Route 9 and 87th Avenue NE and at least one access point onto Soper Hill Road may be located between 87th Avenue NE and 83rd Avenue NE, generally aligning with 85th Drive NE. An additional access point for emergency access only, as required by the Fire District, may also be located between 87th Avenue NE and 83rd Avenue NE for the subdivision known as Belle Haven.

- c. The access points in Marysville will be designed, constructed, and approved in compliance with Marysville ordinances and Marysville's Engineering Design and Development Standards. This includes the location and spacing of the access points relative to existing intersections and other access points and the nature of the access point (right-in-right-out, full access, etc.). Marysville will consult with Lake Stevens regarding the design and location of the Soper Hill Road access points and to the greatest extent practicable will incorporate Lake Stevens' design standards and aesthetic elements defined in Lake Stevens' Beautification Plan in its permitting decision.
- 6. **Coordination of Future Growth.** Marysville is committed to assuring that future growth in the area of the Soper Hill Projects does not unduly burden Lake Stevens.
 - a. Density. Lake Stevens desires to have future development within Marysville, in the area of the Soper Hill Projects, occur at densities similar to those found in Lake Stevens' Campus Park development, which is located adjacent to the Soper Hill Projects. Existing Marysville zoning allows slightly higher density. To the extent Marysville seeks to modify underlying zoning within the East Sunnyside/Whiskey Ridge Subarea in a manner that further increases density, Marysville will provide Lake Stevens notice of the possible modifications and reasonably attempt to address concerns raised by Lake Stevens.
 - b. Traffic. Marysville will continue to consider the traffic impacts of potential development within Marysville and condition such developments upon mitigation of traffic impacts as provided in the Marysville Municipal Code.
 - c. Parks. An interlocal agreement titled "Interlocal Agreement between the City of Marysville and City of Lake Stevens regarding improvements to Powerline Trail" provides for coordination of future recreation improvements between the cities will be executed by the parties no later than six months following approval of this Agreement. Marysville and Lake Stevens agree to good faith negotiation of an agreement mitigating the impact of future development in the Soper Hill area of Marysville on access to and usage of Lake Stevens park and recreation facilities.
 - d. Schools. Both Marysville and Lake Stevens are committed to supporting quality school facilities. Marysville regularly adopts the Lake Stevens School District's Capital Facilities Plan as a sub-element of the Public Facilities and Services Element of the Marysville Comprehensive Plan. This allows Marysville to collect impact fees to fund the Lake Stevens School District's necessary capital facility improvements and assure that future developments in the area of the Soper Hill Projects bear the cost of facilities necessitated by that future development. Marysville will continue to coordinate with the Lake Stevens School District to address the District's needs for capital facilities improvements.

- e. Coordination of Traffic Impacts on SR9. Marysville and Lake Stevens agree to coordinate with each other and the Washington State Department of Transportation (“WSDOT”) on future development impacts at the intersection of Soper Hill Road and SR9, as well as the intersection of SR92 and SR9, to ensure that new developments construct improvements necessary to mitigate safety and transportation impacts. Marysville will be responsible for coordinating (through its development review and approvals) intersection improvements and realignment of the intersection of Soper Hill Road and SR 9 on the west side of SR 9. Lake Stevens will be responsible for coordinating (through its development review and approvals) intersection improvements and realignment of the intersection of Soper Hill Road and SR9 on the east side of SR9. Each party’s responsibilities for the Soper Hill/SR9 intersection improvements and realignment will include addressing WSDOT specifications, and if one party’s improvements on their geographic side of the intersection (as described in this Section 6.e) trigger WSDOT specifications in the other party’s geographic side, the other party will be responsible for addressing those specifications on their geographic side of the intersection.
- f. Grant Application. Marysville agrees to cooperate (e.g. letters of support) with Lake Stevens in making application for state and federal grants to provide safe walkways from the Soper Hill area of Marysville to Lake Stevens Schools and Parks.

7. Indemnification/Hold Harmless.

- a. Marysville’s Indemnification of Lake Stevens. Marysville shall protect, hold harmless, indemnify, and defend, at its own expense, Lake Stevens, its elected and appointed officials, officers, employees, and agents, from any loss or claim for damages of any nature whatsoever arising out of Marysville’s performance of this Agreement, including claims by Marysville’s own employees or third parties, except for (1) those damages caused solely by the negligence or misconduct of Lake Stevens, its elected and appointed officials, officers, employees, or agents or (2) those damages caused by any breach by Lake Stevens under this Agreement.
- b. Lake Stevens’ Indemnification of Marysville. Lake Stevens shall protect, hold harmless, indemnify, and defend, at its own expense, Marysville, its elected and appointed officials, officers, employees, and agents, from any loss or claim for damages of any nature whatsoever arising out of Lake Stevens’ performance of this Agreement, including claims by Lake Stevens’ own employees or third parties, except for (1) those damages caused solely by the negligence or misconduct of Marysville, its elected and appointed officials, officers, employees, or agents or (2) those damages caused by any breach by Marysville under this Agreement.

- c. **Waiver of Immunity Under Industrial Insurance Act.** The indemnification provisions of Section 7.a. and Section 7.b. above are specifically intended to constitute a waiver of each party's immunity under Washington's Industrial Insurance Act, Title 51 RCW, as respects the other party only, and only to the extent necessary to provide the indemnified party with a full and complete indemnity of claims made by the indemnitor's employees. The parties acknowledge that these provisions were specifically negotiated and agreed upon by them.
- d. **Survival.** The provisions of this Section 7 shall survive the expiration or earlier termination of this Agreement.

8. Insurance. Each party shall maintain its own insurance and/or self-insurance (including membership in a self-insured pool) for its liabilities from damages to property and or injuries to persons arising out of its activities associated with this Agreement as it deems reasonably appropriate and prudent. The maintenance of, or lack thereof of insurance and/or self-insurance (including membership in a self-insured pool) shall not limit either party's indemnification obligations under Section 7.

9. Duration. This Agreement shall continue in force and effect until the earliest occurrence of:

- a. Marysville has constructed the 83rd Project and conveyed it to Lake Stevens and a developer (or Marysville pursuant to Section 3.e.viii) has constructed the 87th Project and conveyed it to Lake Stevens and thereafter Lake Stevens provides Marysville written notice that Lake Stevens no longer wishes for Marysville to provide maintenance of the Soper Hill Projects as provided in this Agreement.
- b. Fifteen (15) years from the date this Agreement is effective.

10. Compliance with Laws. Each party, in performing its obligations under this Agreement, shall comply with all applicable federal, state, and local laws, regulations, and rules.

11. Dispute Resolution.

- a. **Informal Discussions; Mediation.** The parties agree that any dispute, claim, or controversy arising out of or relating to this Agreement will first be discussed between the parties' Administrators. Thereafter and except as herein provided, no civil action with respect to any dispute, claim, or controversy arising out of or relating to this Agreement may be commenced until the dispute, claim, or controversy has been submitted to a mutually agreed upon mediator. The parties agree that they will participate in the mediation in good faith, and that they will share equally in its costs. Each party shall be responsible for the costs of its own legal representation. Either party may seek equitable

relief prior to the mediation process, but only to preserve the status quo pending the completion of that process.

- b. **Civil Action**. In the event the dispute, claim, or controversy is not resolved within 45 days of the commencement of mediation as described in Section 11.a, either party exercise any and all rights and remedies available to it in law or equity to resolve said dispute, claim, or controversy. The prevailing party shall be entitled to recover reasonable attorney's fees together with costs.

12. Relationship to Existing Laws and Statutes. This Agreement in no way modifies or supersedes existing state laws and statutes. In meeting the commitments encompassed in this Agreement, all parties will comply with all applicable state or local laws. Marysville and Lake Stevens will retain the ultimate authority for land use and development decisions within their respective jurisdictions. By executing this Agreement, Marysville and Lake Stevens do not intend to abrogate the decision-making responsibility or police powers vested in them by law.

13. Notices. All notices required to be given by any party to the other party under this Agreement shall be in writing and shall be delivered either in person, by United States mail, or by electronic mail (email) to the applicable Administrator. Notice delivered in person shall be deemed given when accepted by the recipient. Notice by United States mail shall be deemed given three days from the date the same is deposited in the United States mail, postage prepaid, and addressed to the Administrator, or their designee, at the addresses set forth in Section 1.d. of this Agreement. Notice delivered by email shall be deemed given as of the date and time received by the recipient.

14. Miscellaneous.

- a. **Entire Agreement; Amendment**. This Agreement constitutes the entire agreement between the parties regarding the subject matter hereof and supersedes any and all prior oral or written agreements between the parties regarding the subject matter contained herein. This Agreement may not be modified or amended in any manner except by a written document approved by the city council of each party and signed by the mayor of both parties.
- b. **Governing Law and Venue**. This Agreement shall be governed by and enforced in accordance with the laws of the State of Washington. The venue of any action arising out of this Agreement shall be the Superior Court of the State of Washington, in and for Snohomish County.
- c. **Interpretation**. This Agreement and each of the terms and provisions of it are deemed to have been explicitly negotiated by the parties and the language in all parts of this

Agreement shall, in all cases, be construed according to its fair meaning and not strictly for or against either of the parties hereto. The captions and headings in this Agreement are used only for convenience and are not intended to affect the interpretation of the provisions of this Agreement. This Agreement shall be construed so that wherever applicable the use of the singular number shall include the plural number, and vice versa, and the use of any gender shall be applicable to all genders.

- d. Severability. If any provision of this Agreement or the application thereof to any person or circumstance shall, for any reason and to any extent, be found invalid or unenforceable, the remainder of this Agreement and the application of that provision to other persons or circumstances shall not be affected thereby, but shall instead continue in full force and effect, to the extent permitted by law.
- e. No Waiver. A party's forbearance or delay in exercising any right or remedy with respect to a default by the other party under this Agreement shall not constitute a waiver of the default at issue. Nor shall a waiver by either party of any particular default constitute a waiver of any other default or any similar future default.
- f. No Assignment. This Agreement shall not be assigned, either in whole or in part, by either party without the express written consent of the other party, which may be granted or withheld in such party's sole discretion. Any attempt to assign this Agreement in violation of the preceding sentence shall be null and void and shall constitute a default under this Agreement.
- g. Warranty of Authority. Each of the signatories hereto warrants and represents that he or she is competent and authorized to enter into this Agreement on behalf of the party for whom he or she purports to sign this Agreement.
- h. No Joint Venture. Nothing contained in this Agreement shall be construed as creating any type or manner of partnership, joint venture, or other joint enterprise between the parties.
- i. No Third Party Beneficiaries. This Agreement and each and every provision thereof are for the sole benefit of Marysville and Lake Stevens. No other persons or parties shall be deemed to have any rights in, under, or to this Agreement.
- j. Execution in Counterparts. This Agreement may be executed in two or more counterparts, each of which shall constitute an original and all of which shall constitute one and the same Agreement.

In witness whereof, the parties have executed this Agreement as of the last date written below.

CITY OF MARYSVILLE

By: _____
Jon Nehring, Mayor

Attested/Authenticated:

Tina Brock, Deputy City Clerk

Approved as to form:

Jon Walker, City Attorney

CITY OF LAKE STEVENS

By: _____
John Spencer, Mayor

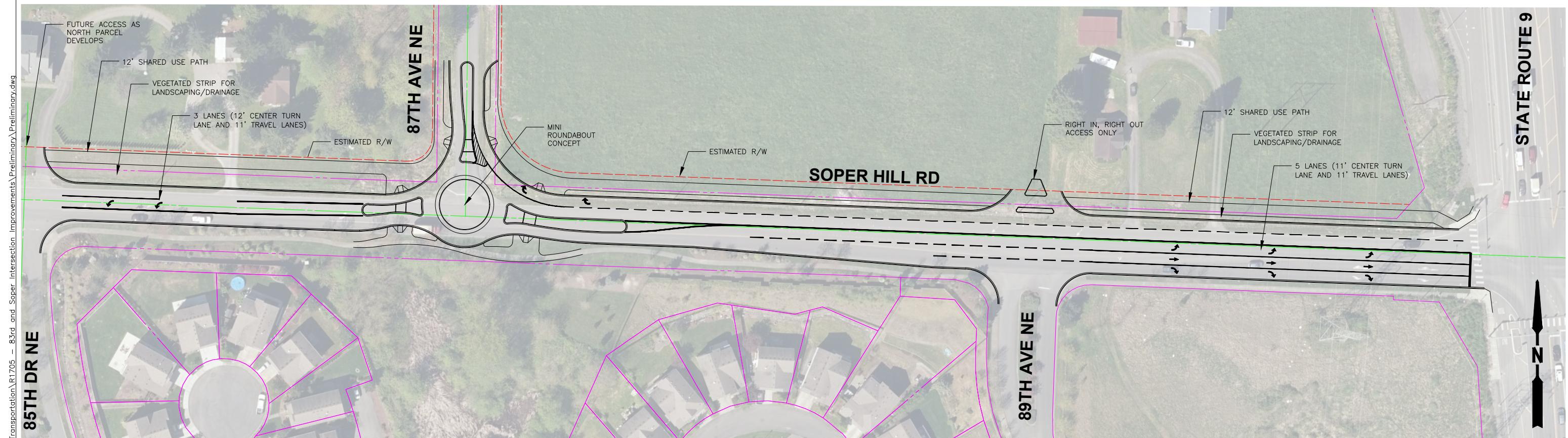
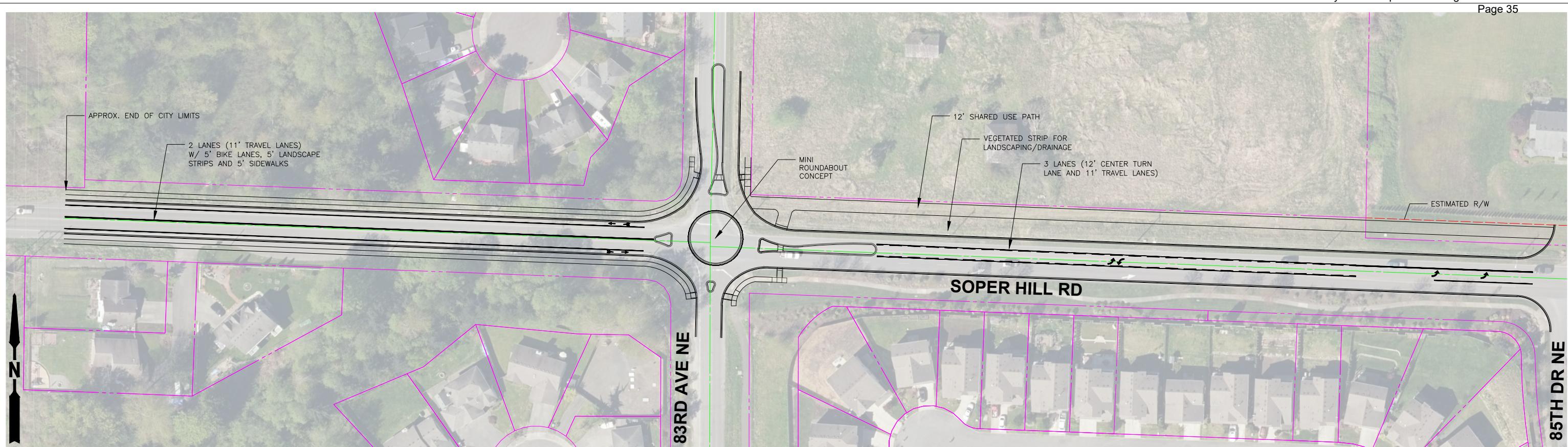
Attested/Authenticated:

Kathy Pugh, City Clerk

Approved as to form:

Greg Rubstello, City Attorney

Exhibit A



50' 0 50' 100'
SCALE IN FEET

SOPER HILL RD (west of 83rd Ave NE to SR 9) CONCEPTUAL PLAN

Small Roundabout Design Treatments

Design treatments for small roundabouts consists of rockscapes that evoke the “Pacific Northwest” theme, with durable mountable decorative pavement finishes that can withstand heavy turning truckloads and low maintenance landscape plantings.

ROCKSCAPE



STACKED STONE WALL

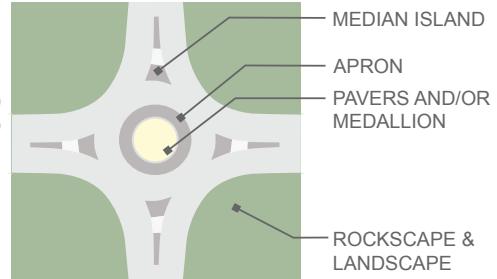


DECOMPOSED GRANITE



GRANITE STONE COLUMNS AT
BULBOUT APPROACHES

AYOUT KEY



LANDSCAPE



POTENTIAL EXISTING UPDATED LOCATIONS:

- Lake Drive & School Road

POTENTIAL NEW IMPROVEMENT LOCATIONS:

- Soper Hill Road & 83rd Avenue NE
- Soper Hill Road & 87th Avenue NE

HARDSCAPE



STAMPED MODULAR STONE
CONCRETE PATTERN



STAMPED MODULAR STONE
CONCRETE IN MEDIAN ISLANDS



STAMPED MODULAR STONE CONCRETE
IN ROUNDABOUT APRON



MOUNTABLE VEHICLE GRADE PAVERS (APPROX. 6"X6" CREAM/GRAY COLOR
TONES) SET IN GEOMETRIC PATTERN WITH CENTER ART MEDALLION



LAKE STEVENS CITY COUNCIL
STAFF REPORT

Council Agenda Date: May 21, 2019

Subject: ILA with Snohomish County for Building/Construction/Fire Plan Review and Code Inspection Services

Contact _____ **Budget Impact:** N/A
Person/Department: Russ Wright, Community Dev. Director

RECOMMENDATION(S)/ACTION REQUESTED OF COUNCIL: Approve an Interlocal Agreement between the City of Lake Stevens and Snohomish County Concerning Provision of Building/Construction/Fire Plan Review and Code Inspection Services

SUMMARY/BACKGROUND: Staff proposes entering into an Interlocal Agreement with Snohomish County to provide building, construction and fire plan review and code inspection services. This is recommended to assist staff with the workload created by the unanticipated extended leave of a member of the Building department. This is updating and extending a previous interlocal agreement for these services.

APPLICABLE CITY POLICIES:

BUDGET IMPACT: N/A

ATTACHMENTS:

- Exhibit A: Interlocal Agreement

**INTERLOCAL AGREEMENT
BETWEEN THE CITY OF LAKE STEVENS AND SNOHOMISH COUNTY
CONCERNING PROVISION OF BUILDING/CONSTRUCTION/FIRE PLAN REVIEW
AND CODE INSPECTION SERVICES**

THIS INTERLOCAL AGREEMENT BETWEEN THE CITY OF LAKE STEVENS AND SNOHOMISH COUNTY CONCERNING PROVISION OF BUILDING/CONSTRUCTION/FIRE PLAN REVIEW AND CODE INSPECTION SERVICES (this "Agreement") is made and entered into as of this _____ day of _____, 20____, by and between Snohomish County, a political subdivision of the State of Washington (the "County") and the City of Lake Stevens, a Washington municipal corporation (the "City").

RECITALS

1. The City has expressed interest in an interlocal agreement with the County to provide the following services: building/construction/fire plan review and code inspection.
2. The purpose of this Agreement is to allow the County to provide the above listed services to the City.
3. The Washington State Building Code, as periodically amended by the Washington State Legislature, is in effect in the both County and City as set forth in chapter 19.27 RCW, and is relied upon for plan review and inspection services performed under this Agreement.
4. This Agreement is made pursuant to the authority granted by the Interlocal Cooperation Act, chapter 39.34 RCW.

[The remainder of this page is intentionally left blank.]

AGREEMENT

NOW, THEREFORE, in consideration of the respective agreements set forth below and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the City and the County agree as follows:

Section 1. SCOPE OF SERVICES FOR BUILDING/CONSTRUCTION/FIRE PLAN REVIEW AND CODE INSPECTION

- 1.1 The County, through the Department of Planning and Development Services (PDS) and Office of the County Fire Marshal ("OCFM"), will conduct Building/Construction/Fire Plan Review and Code Inspections of industrial, commercial and residential projects on a case-by-case basis as requested by the City. The above mentioned Building/Construction/Fire Plan Review and Code Inspections are to be performed to determine compliance with applicable requirements of the Washington State Building Code and any local amendments adopted thereto by the City. The Code Inspections requested by the City under this Agreement may include, but not be limited to, new construction inspections, annual inspections for fire and life/safety, and code enforcement related inspections. Pursuant to the request of the City, the OCFM may perform any and all duties associated with the position of acting Fire Code Official for the City.
- 1.2 The City will determine when plans will be reviewed by PDS and OCFM.
- 1.3 The review of the plans will be scheduled in the order they are submitted by the City and will be subject to the processing timelines applicable to the other plans being reviewed by PDS and OCFM.
- 1.4 PDS and OCFM shall employ only certified and trained personnel in the Washington State Building Code, to conduct Building/Construction/Fire Plan Review and Code Inspections.
- 1.5 Building/Construction/Fire Plan Review will be conducted for determining compliance with the Washington State Building Code, as well as other subsidiary codes and local amendments as appropriate.
- 1.6 PDS and OCFM will provide plan mark-up and notation customary for professional plan review standards, and forward said plans to the City for return to applicants.
- 1.7 PDS and OCFM will conduct on-site Building/Construction/Fire Code Inspections as requested by the City, customarily with one day prior notice. Inspections shall be conducted and corrections noted as customary for professional Building/Construction/Fire Code Inspection standards, with correction notices provided to the City for records management.
- 1.8 The City shall be the responsible permit issuing agency, and shall collect all permit fees, issue all permits, and defend any and all challenges related to plan review, inspections, and permit decisions performed under this Agreement.

- 1.9 The City shall pay the County an hourly rate as established in Appendix A for the Building/Construction/Fire Plan Review and Code Inspections Service set forth in this Section 1.
- 1.10 The parties understand and agree that the County's ability to perform a requested service pursuant to this Agreement may be limited, delayed, or otherwise impacted by the availability of County personnel. If the County determines that sufficient staff time is not available to allow it to provide a requested service, it shall so notify the City as soon as possible after receiving the request for that services.

Section 2. COMPENSATION

- 2.1 The City shall pay the County for Building/Construction/Fire Plan Review and Code Inspection Services pursuant to Section 1 of this Agreement on an hourly basis in accordance with the rate schedule in Appendix A.
- 2.2 County staff time will be billed in one-tenth hour increments.
- 2.3 The County agrees to provide the City with a written invoice for Building/Construction/Fire Plan Review and Code Inspection Services rendered pursuant to this Agreement no later than 90 days after the date on which the services were rendered.
- 2.4 The City agrees to remit payment in full within 30 days of receipt of an invoice. Payment for these services shall be made to the County. County invoices shall be itemized to indicate each project and the time/cost allocated to the various projects.
- 2.5 The County will maintain all records reflecting fees and costs billed to the City.
- 2.6 All billing invoices and payments shall be delivered to the following:

County: Snohomish County
Planning and Development Services, Accounting
M/S 604, 3000 Rockefeller Avenue
Everett, WA 98201-4046

City : City of Lake Stevens
1812 Main Street
PO Box 257
Lake Stevens, WA 98258

Section 3. INSURANCE

- 3.1 Each party shall maintain and provide evidence to the other of insurance or self-insurance adequate to cover its liability obligations under this Agreement and/or arising out of each party's activities hereunder.

- 3.2 The City is part of a Public Entity insurance pool sanctioned by the Washington State Office of Financial Management Risk Management Division and it will provide a letter signed and executed by an authorized agent indicating the City's participation in said pool.
- 3.3 The County self-insures its common law and assumed liability for bodily injury and/or property damage to third parties. The County maintains a fully-funded self-insurance program as defined in Snohomish County Code 2.90 for the protection and handling of the County's liabilities, including injuries to persons and damage to property. The self-funded program will respond if an incident occurs involving negligence of County employees acting in the scope of their employment. The County will provide a letter of self-insurance signed and executed by an authorized agent.

Section 4. INDEMNIFICATION AND LIABILITY

- 4.1 **City Held Harmless.** The County shall indemnify and hold harmless the City and its officers, agents, and employees, or any of them from any and all claims, actions, suits, liability, loss, costs, expenses, and damages of any nature whatsoever, by any reason of or arising out of any negligent act or omission of the County, its officers, agents, and employees, or any of them relating to or arising out of performing services pursuant to this Agreement. In the event that any such suit based upon such a claim, action, loss, or damages is brought against the City, the County shall defend the same at its sole cost and expense; provided that the City reserves the right to participate in said suit if any principle of governmental or public law is involved; and if final judgment in said suit be rendered against the City, and its officers, agents, and employees, or any of them, or jointly against the City and the County and their respective officers, agents, and employees, or any of them, the County shall satisfy the same.
- 4.2 **County Held Harmless.** The City shall indemnify and hold harmless the County and its officers, agents, and employees, or any of them from any and all claims, actions, suits, liability, loss, costs, expenses, and damages of any nature whatsoever, by any reason of or arising out of any negligent act or omission of the City, its officers, agents, and employees, or any of them relating to or arising out of performing services pursuant to this Agreement. In the event that any suit based upon such a claim, action, loss, or damages is brought against the County, the City shall defend the same at its sole cost and expense; provided that the County reserves the right to participate in said suit if any principle of governmental or public law is involved; and if final judgment be rendered against the County, and its officers, agents, and employees, or any of them, or jointly against the County and the City and their respective officers, agents, and employees, or any of them, the City shall satisfy the same.
- 4.3 **Liability Related to City Ordinances, Policies, Rules and Regulations.** In executing this Agreement, the County does not assume liability or responsibility for, or in any way release the City from any liability or responsibility which arises in whole or in part from the existence or effect of City ordinances, policies, rules or regulations. If any cause, claim, suit, action or administrative proceeding is commenced in which the enforceability and/or validity of any such City ordinance, policy, rule or regulation is at issue, the City

shall defend the same at its sole expense and, if judgment is entered or damages are awarded against the City, the County, or both, the City shall satisfy the same, including all chargeable costs and reasonable attorney's fees.

4.4 Waiver Under Washington Industrial Insurance Act. The foregoing indemnity is specifically intended to constitute a waiver of each party's immunity under Washington's Industrial Insurance Act, Chapter 51 RCW, as respects the other party only, and only to the extent necessary to provide the indemnified party with a full and complete indemnity of claims made by the indemnitor's employees. The parties acknowledge that these provisions were specifically negotiated and agreed upon by them.

Section 5. GOVERNING LAW AND VENUE

This Agreement shall be governed by and construed in accordance with the laws of the State of Washington. The venue of any action arising out of this Agreement shall be in the Superior Court of the State of Washington, in and for Snohomish County.

Section 6. COMPLIANCE WITH LAW

Both parties shall comply with all applicable federal, state and local laws in the performance of this Agreement.

Section 7. PROPERTY

Any real or personal property used or acquired by either party in connection with the performance of this Agreement will remain the sole property of such party, and the other party shall have no interest therein, except as expressly provided to the contrary elsewhere in this Agreement.

Section 8. DURATION AND TERMINATION

8.1 This Agreement will become effective upon execution by the parties and being posted on the Snohomish County Council website pursuant to the Interlocal Cooperation Act, RCW 39.34.040. This Agreement shall remain in effect until December 31, 2023, unless the parties renew the Agreement in accordance with Section 9. Changes to Appendix A are subject to Section 13 below.

8.2 Either party may terminate this Agreement, for any reason, upon providing thirty (30) days written notice to the other party. The City would then pay the County for all Building/Construction/Fire Plan Review and Code Inspection Services provided up to and including the date of termination in accordance with Section 2.

8.3 The terms and conditions contained in Sections 2 and 4 of this Agreement shall survive the expiration or termination of this Agreement.

8.4 The County will immediately cease work, stop its review and return all City and/or applicant/business records to the City upon the effective date of the termination or expiration of this Agreement. The County will retain all fees already paid.

Section 9. AMENDMENT AND/OR RENEWAL

- 9.1 The Director of the County's Department of Planning and Development Service (the "Director") shall have the authority to amend and/or renew this Agreement on behalf of the County to the extent and under the circumstances described in this Section 9, without the need to obtain additional approvals from the County Council or the County Executive.
- 9.2 The Director shall have the authority to extend the term one or more times, for a total extension period not to exceed ten (10) years.
- 9.3 If both parties wish to renew the Agreement, negotiations of the hourly compensation rates of Appendix A must be completed 45 days prior to December 31, 2022. Changes to Appendix A are subject to Section 13 below.
- 9.4 In order to be effective, any renewal or amendment of this Agreement must be memorialized in writing, executed by both parties, and posted on the Snohomish County Council web site pursuant to RCW 39.34.040. A sample form of amendment is attached to this Agreement as Appendix B.

Section 10. NOTICES

All notices, including requests to terminate the Agreement, shall be delivered to the following:

County: Snohomish County
Planning and Development Services, Director
M/S 604, 3000 Rockefeller Avenue
Everett, WA 98201-4046

City: City of Lake Stevens
1812 Main Street
PO Box 257
Lake Stevens, WA 98258

Notices mailed by any party shall be deemed effective on the date mailed. Any party may change its address for receipt of reports, notices, invoices, payments and other documents by giving the other parties written notice of not less than seven (7) calendar days prior to the effective date.

Section 11. DESIGNATION OF ADMINISTRATOR

The Director of the Department of Planning and Development Services or his/her designee is the County's administrator of this Agreement for purposes of the Interlocal Cooperation Act. The City Mayor or his/her designee is the City's administrator of this Agreement for purposes of the Interlocal Cooperation Act.

Section 12. NO WAIVER

No term or provision in this Agreement shall be waived and no breach excused unless such waiver or consent shall be in writing and signed by the party claimed to have waived or consented.

Section 13. ENTIRE AGREEMENT

This Agreement constitutes the entire agreement between the parties regarding the subject matter hereof, and supersedes any and all prior oral or written agreements between the parties regarding the subject matter contained herein. This Agreement may not be modified or amended in any manner except by a written document signed by the party against whom such modification is sought to be enforced.

Section 14. PRIVILEGES AND IMMUNITIES

All privileges and immunities from liability, exemption from ordinances, rules, laws, all pension, disability, workers compensation and other benefits which apply to the activities of Snohomish County employees while performing their functions within the territorial limits of Snohomish County shall apply to current planners, building inspectors, inspectors and plan review to the same degree and extent while they are engaged in the performance of any of their authorized functions and duties within the City under the provisions of this Agreement.

Section 15. NO THIRD PARTY BENEFICIARIES; NO JOINT VENTURE

This Agreement is for the sole benefit of the City and County and shall not confer third-party beneficiary status on any non-party to this Agreement. Nothing contained in this Agreement shall be construed as creating any type or manner of partnership, joint venture or other joint enterprise between the parties. County employees who provide services under this Agreement shall at all times be acting in their official capacities as employees of Snohomish County.

Section 16. CONTINGENCY

The obligations of the City and County in this Agreement are contingent on the availability of funds through local legislative appropriation and allocation in accordance with law. Either party may terminate the Agreement under Section 8 of this Agreement in the event funding is withdrawn, reduced, or limited in any way after the effective date of this Agreement.

Section 17. SEVERABILITY

If any provision of this Agreement or the application thereof to any person or circumstance shall, for any reason and to any extent, be found invalid or unenforceable, the remainder of this Agreement and the application of that provision to other persons or circumstances shall not be affected thereby, but shall instead continue in full force and effect, to the extent permitted by law.

Section 18. AUTHORIZATION

The City hereby authorizes County personnel to conduct Building/Construction/Fire Plan Review and Code Inspections as described in this Agreement, and all acts incidental to the provision of these services, within the City's jurisdictional boundaries.

IN WITNESS WHEREOF, the parties have signed this Agreement, effective on the date indicated herein.

CITY OF LAKE STEVENS

By: John Spencer, Mayor

Date: _____

Attest:

Approved as to form:
Office of the City Attorney

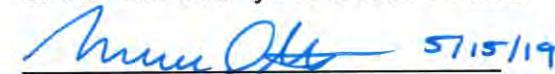
SNOHOMISH COUNTY

By: Dave Somers, Executive

Date: _____

Attest:

Approved as to form:
Snohomish County Prosecutor's Office



5/15/19

APPENDIX A

FEE SCHEDULE/HOURLY RATES INCLUDED IN CONTRACT FOR BUILDING/CONSTRUCTION/FIRE PLAN REVIEW AND CODE INSPECTION SERVICES

Rate Per Hour

2018	2019	2020	2021	2022	2023
\$97.00	\$100.00	\$103.00	\$106.00	\$109.00	\$112.00

APPENDIX B
Sample Form of Amendment

**AMENDMENT NO. 1 TO INTERLOCAL AGREEMENT
BETWEEN THE CITY OF LAKE STEVENS
AND SNOHOMISH COUNTY CONCERNING BUILDING/CONSTRUCTION/FIRE PLAN
REVIEW AND CODE INSPECTION SERVICES**

THIS AMENDMENT NO. 1 TO INTERLOCAL AGREEMENT BETWEEN THE CITY OF LAKE STEVENS AND SNOHOMISH COUNTY CONCERNING BUILDING/CONSTRUCTION/FIRE PLAN REVIEW AND CODE INSPECTION SERVICES (this "Amendment") is made and entered into as of this ____ day of _____, 20____, by and between Snohomish County, a political subdivision of the State of Washington (the "County"), and the City of Lake Stevens, a Washington municipal corporation (the "City").

RECITALS

- A. The County and City are parties to the "Interlocal Agreement between the City of Lake Stevens and Snohomish County Concerning Provision of Building/Construction/Fire Plan Review and Code Inspection Services" executed on _____, 20____ (the "Original Agreement").
- B. Pursuant to Section 9 of the Original Agreement, the Director of the County's Department of Planning and Development Services has authority to execute an amendment to the Original Agreement to the extent and under the circumstances more fully described herein.
- C. The County and City now desire to amend the Original Agreement to extend the Term [INSERT REASON].
- D. The County and City now desire to amend the Original Agreement to adopt a new fee schedule due to [INSERT REASON].
- E. [INSERT ANY OTHER PERTINENT RECITALS.]

AGREEMENT

NOW, THEREFORE, in consideration of the respective agreements set forth below and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the City and the County agree as follows:

Section 1. EXTENSION OF TERM

The County and City agree that the Term specified in Section 8 of the Original Agreement shall be extended by [INSERT AMOUNT OF TIME]. The new Expiration Date of the Agreement is [INSERT NEW EXPIRATION DATE].

Section 2. ADOPTION OF NEW FEE SCHEDULE

The County and City agree to adopt a new fee schedule as provided herein:

[INSERT NEW FEE SCHEDULE/HOURLY RATE]

Section 3. RATIFICATION

Except as modified by this Amendment, the Original Agreement shall remain in force and effect in accordance with its terms and is hereby ratified and affirmed.

Section 4. EXECUTION IN COUNTERPARTS

This Amendment may be executed in counter parts, each of which shall be an original and all of which shall constitute one and the same instrument.

IN WITNESS WHEREOF, the County and City have executed this Amendment as of the day and year first written above.

CITY OF LAKE STEVENS

By: _____

Name: _____

Title: _____

SNOHOMISH COUNTY

By: _____

Name: _____

Title: Director, Department of Planning
and Development Services



LAKE STEVENS CITY COUNCIL
STAFF REPORT

Council Agenda Date: May 21, 2019

Subject: ILA with Marysville re Trails

Contact	Gene Brazel, City Administrator	Budget Impact: N/A
Person/Department:	<u>Russ Wright, Community Dev. Director</u>	

RECOMMENDATION(S)/ACTION REQUESTED OF COUNCIL: Discuss and provide direction.

SUMMARY/BACKGROUND: The cities of Lake Stevens and Marysville have been coordinating on planning and development in areas sharing a common city boundary line. Both cities share a boundary line along the Bonneville powerline easement, which is deemed by both cities as an excellent area to develop a north-south recreational trail network.

The proposed Interlocal Agreement identifies how the two cities will work together to fund, design and construct the Powerline Trail Project.

APPLICABLE CITY POLICIES:

BUDGET IMPACT: N/A

ATTACHMENTS:

- Exhibit A: Interlocal Agreement

INTERLOCAL AGREEMENT BETWEEN THE CITY OF MARYSVILLE AND THE CITY OF LAKE STEVENS REGARDING IMPROVEMENTS TO POWERLINE TRAIL

This Agreement is entered into this _____ day of _____, 2019, and is entered into by and between the City of Marysville, a municipal corporation under the laws of the state of Washington, (“Marysville”) and the City of Lake Stevens, a municipal corporation under the laws of the state of Washington (“Lake Stevens”), collectively referred to as the “parties.”

Whereas, powerlines and associated easements run through the jurisdictional boundaries of Marysville and Lake Stevens; and

Whereas, development of a trail on or along these powerlines would benefit both cities and their citizens, provide recreational opportunities, and provide alternative transportation routes (bicycle and pedestrian) linking the cities; and

Whereas, Marysville and Lake Stevens agree that development of a trail (the “Powerline Trail”) along this route as shown in **Exhibit A** would benefit the public health and welfare and that its benefits would be greatly enhanced by joint development through both cities; and

Whereas, the Powerline Trail will be developed so as to connect to the Centennial Trail, with the connections tentatively planned at or near the Getchell trailhead site in Marysville, and at or near 20th SE in Lake Stevens; and

Whereas, the Powerline Trail will serve a population beyond that of Marysville and Lake Stevens; and

Whereas, Marysville and Lake Stevens have the authority to enter into this Agreement pursuant to and in accordance with the State Interlocal Cooperation Act, Chapter 39.34 RCW;

Now, therefore, in consideration of the mutual promises herein, the parties agree that:

1. Requirements of the Interlocal Cooperation Act.

- a. Purpose of Agreement. This Agreement is authorized by and entered into pursuant to the Interlocal Cooperation Act, Chapter 39.34 RCW. The purpose and intent of this Agreement is for Marysville and Lake Stevens to work together effectively and efficiently to accomplish the “Powerline Trail Projects,” as defined in Section 3 of this Agreement. This Agreement establishes the responsibilities of Marysville and Lake Stevens for the planning, design, and construction of the Powerline Trail Projects. Lake

Stevens will cooperate with Marysville and Marysville will cooperate with Lake Stevens to the extent reasonably necessary to accomplish the Powerline Trail Projects.

- b. No Separate Entity. The parties agree that no separate legal or administrative entities are necessary to carry out this Agreement.
- c. Ownership of Property. Except as expressly provided to the contrary in this Agreement, any real or personal property used or acquired by either party in connection with its performance under this Agreement will remain the sole property of such party and the other party shall have no interest therein.
- d. Administrators. Each party to this Agreement shall designate an individual (an "Administrator"), who may be designated by title or position, to oversee and administer such party's participation in this Agreement. The parties' initial Administrators shall be the following individuals:

Marysville's Initial Administrator:

Chief Administrative Officer
Gloria Hirashima
1049 State Avenue
Marysville, WA 98270

Lake Steven's Initial Administrator:

City Administrator
Gene Brazel
1812 Main St.
P.O. Box 257
Lake Stevens, WA 98258

Either party may change its Administrator at any time by delivering written notice of such party's new Administrator to the other party.

2. **Effective Date.** This Agreement shall take effect upon being authorized for execution by the City Council of each party, fully executed by the mayor for each party, and being (a) filed with the Snohomish County Auditor or (b) being posted on either Marysville's or Lake Stevens' city website.
3. **Powerline Trail Project Design.**

- a. Design. The Powerline Trail would be an important north-south recreational and transportation corridor. Each city will commit to funding preliminary (30%) design of the project for the segments of the Powerline Trail located within their jurisdiction up to \$200,000.00 per jurisdiction. The city of Marysville will plan, locate and provide a neighborhood park with parking and restroom facilities along their segment of the trail within ½ mile of the intersection of Soper Hill Road. The cities will coordinate planning of the trail and cooperate on design to ensure consistency throughout the project and each

will be the lead agency for design and future construction within their jurisdiction, unless otherwise agreed.

- b. **Design Option.** Upon written consent of both parties, Marysville may, in lieu of Lake Stevens, also design the segments of the Powerline Trail that are located in Lake Stevens, and Lake Stevens will reimburse Marysville for the cost of designing those segments.
- c. Preliminary design will be completed within two years of the effective date of this agreement.

4. Final Design and Construction of the Powerline Trail Project.

Following preliminary design, the cities agree to coordinate a phasing and funding plan for the final design, easement or property acquisition and trail construction. The parties agree to jointly prioritize the trail segments (if construction must occur in phases). The parties also agree to seek grant opportunities through joint application for State and Federal grants. and to work cooperatively on securing funding until all phases are constructed.

5. Maintenance of the Powerline Trail Project.

In the event the Powerline Trail is constructed, each city will be responsible for maintenance of the trail within its jurisdiction.

6. Access to Powerline Trail.

Each city will take all reasonable measures to ensure access to the trail and to connect the trail with other trails and recreational sites. On the north end, Marysville will ensure connection to the Centennial Trail and on the south end, Lake Stevens will connect to its trail section on 20th St SE which will ultimately connect to Centennial trail via the interconnected trail system.

7. Indemnification. Each party to this Agreement shall be responsible for its own acts and/or omissions and those of its officers, employees and agents. No party to this Agreement shall be responsible for the acts and/or omissions of entities or individuals not a party to this Agreement. The provisions of this Section 6 shall survive the expiration or earlier termination of this Agreement.

8. Insurance. Each party shall maintain its own insurance and/or self-insurance (including membership in a self-insured pool) for its liabilities from damages to property and or injuries to persons arising out of its activities associated with this Agreement as it deems reasonably appropriate and prudent. The maintenance of, or lack thereof of insurance and/or self-

insurance (including membership in a self-insured pool) shall not limit either party's indemnification obligations under Section 6.

9. Duration. This Agreement shall continue in force and effect until the earliest occurrence of:

- a. Completion of trail construction
- b. Ten years from the date this Agreement is effective, or as mutually extended by the parties.

10. Compliance with Laws. Each party, in performing its obligations under this Agreement, shall comply with all applicable federal, state, and local laws, regulations, and rules.

11. Dispute Resolution. The parties agree that any dispute, claim, or controversy arising out of or relating to this Agreement will first be discussed between the parties' Administrators. Thereafter and except as herein provided, no civil action with respect to any dispute, claim, or controversy arising out of or relating to this Agreement may be commenced until the dispute, claim, or controversy has been submitted to a mutually agreed upon mediator. The parties agree that they will participate in the mediation in good faith, and that they will share equally in its costs. Each party shall be responsible for the costs of its own legal representation. Either party may seek equitable relief prior to the mediation process, but only to preserve the status quo pending the completion of that process.

12. Relationship to Existing Laws and Statutes. This Agreement in no way modifies or supersedes existing state laws and statutes. In meeting the commitments encompassed in this Agreement, all parties will comply with all applicable state or local laws. Marysville and Lake Stevens will retain the ultimate authority for land use and development decisions within their respective jurisdictions. By executing this Agreement, Marysville and Lake Stevens do not intend to abrogate the decision-making responsibility or police powers vested in them by law.

13. Notices. All notices required to be given by any party to the other party under this Agreement shall be in writing and shall be delivered either in person, by United States mail, or by electronic mail (email) to the applicable Administrator. Notice delivered in person shall be deemed given when accepted by the recipient. Notice by United States mail shall be deemed given as of the date the same is deposited in the United States mail, postage prepaid, and addressed to the Administrator, or their designee, at the addresses set forth in Section 1.d. of this Agreement. Notice delivered by email shall be deemed given as of the date and time received by the recipient.

14. Miscellaneous.

- a. **Entire Agreement; Amendment.** This Agreement constitutes the entire agreement between the parties regarding the subject matter hereof and supersedes any and all prior oral or written agreements between the parties regarding the subject matter contained herein. This Agreement may not be modified or amended in any manner except by a written document approved by the city council of each party and signed by the mayor of both parties.
- b. **Governing Law and Venue.** This Agreement shall be governed by and enforced in accordance with the laws of the State of Washington. The venue of any action arising out of this Agreement shall be the Superior Court of the State of Washington, in and for Snohomish County.
- c. **Interpretation.** This Agreement and each of the terms and provisions of it are deemed to have been explicitly negotiated by the parties and the language in all parts of this Agreement shall, in all cases, be construed according to its fair meaning and not strictly for or against either of the parties hereto. The captions and headings in this Agreement are used only for convenience and are not intended to affect the interpretation of the provisions of this Agreement. This Agreement shall be construed so that wherever applicable the use of the singular number shall include the plural number, and vice versa, and the use of any gender shall be applicable to all genders.
- d. **Severability.** If any provision of this Agreement or the application thereof to any person or circumstance shall, for any reason and to any extent, be found invalid or unenforceable, the remainder of this Agreement and the application of that provision to other persons or circumstances shall not be affected thereby, but shall instead continue in full force and effect, to the extent permitted by law.
- e. **No Waiver.** A party's forbearance or delay in exercising any right or remedy with respect to a Default by the other party under this Agreement shall not constitute a waiver of the Default at issue. Nor shall a waiver by either party of any particular Default constitute a waiver of any other Default or any similar future Default.
- f. **No Assignment.** This Agreement shall not be assigned, either in whole or in part, by either party without the express written consent of the other party, which may be granted or withheld in such party's sole discretion. Any attempt to assign this Agreement in violation of the preceding sentence shall be null and void and shall constitute a Default under this Agreement.

- g. Warranty of Authority. Each of the signatories hereto warrants and represents that he or she is competent and authorized to enter into this Agreement on behalf of the party for whom he or she purports to sign this Agreement.
- h. No Joint Venture. Nothing contained in this Agreement shall be construed as creating any type or manner of partnership, joint venture, or other joint enterprise between the parties.
- i. No Third Party Beneficiaries. This Agreement and each and every provision thereof are for the sole benefit of Marysville and Lake Stevens. No other persons or parties shall be deemed to have any rights in, under, or to this Agreement.
- j. Recitals; Exhibits. The recitals and attached exhibits are incorporated into and shall be considered part of this Agreement.
- k. Execution in Counterparts. This Agreement may be executed in two or more counterparts, each of which shall constitute an original and all of which shall constitute one and the same Agreement.

In witness whereof, the parties have executed this Agreement as of the last date written below.

CITY OF MARYSVILLE

By: _____
Jon Nehring, Mayor

Attested/Authenticated:

Tina Brock, Deputy City Clerk

Approved as to form:

Jon Walker, City Attorney

CITY OF LAKE STEVENS

By: _____
John Spencer, Mayor

Attested/Authenticated:

Kathy Pugh, City Clerk

Approved as to form:

Greg Rubstello, City Attorney



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LAKE STEVENS CITY COUNCIL
STAFF REPORT

Council Agenda Date: May 21, 2019

Subject: Proposed Critical Areas Amendments

Contact Person/Department: Russ Wright, Comm. Dev. Director **Budget Impact:** N/A

RECOMMENDATION(S)/ACTION REQUESTED OF COUNCIL:

This is an informational briefing of proposed changes to the Critical Areas chapter of the Lake Stevens Municipal Code. No action is requested at this time.

BACKGROUND/HISTORY:

The Growth Management Act of Washington requires cities and counties to review their critical area ordinances (CAO) as part of their mandatory Comprehensive Plan update under RCW 36.70A.130. Planning and Community Development started a review of the entire CAO – Chapter 14.88 LSMC (**Attachment A**) in 2016. The Planning Commission and City Council held public hearings in 2017. The City Council halted the review at the time because of its concerns over impacts to the city's buildable lands inventory when the model was untested. All changes to Chapter 14.88 LSMC are shown in edit mode – new items are underlined and deletions are shown as strikeouts.

The Washington State Department of Ecology (DOE) made significant changes to the Wetland Rating System for Western Washington, which became effective January 1, 2015. The changes to the rating system were designed to provide a more accurate characterization of wetland functions. After reviewing the model, DOE has refined its model and developed updated guidance in its July 2018 supplemental report.

As reviewed with the Planning Commission, staff has proposed minor updates to the full chapter to integrate model code elements for CAO Updates (Publication No. 16-06-001), dated June 2016 and proposed changes to the wetlands section based on the 2014 DOE Wetland Rating System for Western Washington in the July 2018 supplemental report.

With the revised buffer rating system in place, staff has held additional workshops and a public hearing with the Planning Commission in November 2018. The Planning Commission recommended approval of the revised Critical Areas Code subject to City Council Review and a final City Council Hearing. Staff has also provided the revised draft to DOE and other stakeholders for review. DOE has approved the proposed changes.

At the last Council briefing, Council requested that staff research the feasibility of allowing low impact stormwater features in the buffer of critical areas and review the requirements for setbacks from NGPA buffers. As drafted, the code would allow LID stormwater features in the outer 25% of buffers. The DOE would not support a greater use of buffers areas for stormwater because the additional decrease in buffers could result in a loss of habitat function in areas already reduced below the minimum. As to the setback from the edge of the NGPA, this area is the same as any other building setback from a tract, easement or property line established for maintenance of buildings, access for emergency services and private yard uses. Staff is proposing to maintain the current setback to primary structures per the underlying zoning code.

Staff is requesting that City Council provide feedback on the final draft and set a date to hold a final public hearing on either June 11 or June 25, 2019 and act on the revised critical areas regulations.

The following is a list of major changes:

1. Updated definitions added in Chapter 14.08 LSMC;
2. Section 14.88.120 Regulated Activities updated for compliance with the model ordinance, including references to assumption of Class IV permits and limitations on subdivisions;
3. Section 14.88.200 Applicability added a clause making a distinction about applicability between the city's critical areas code inside and outside of shoreline jurisdiction.
4. Section 14.88.220 Allowed Activities updated for compliance with the model ordinance, adding new sections (a) through (d) – section describes when stormwater facilities may be allowed in critical area buffers;
5. Section 14.88.275 Mitigation/Enhancement Plan Requirements updated to include criteria for data collection;
6. Section 14.88.276 Alternative Mitigation added that would allow purchase of credits or payment of in-lieu fees for impacts to streams, wetlands and associated buffers;
7. Section 14.88.283 updated to emphasize integrated pest management practices and wildlife protection when using pesticides per DOE request;
8. Section 14.88.285(d) clarifies exceptions from buffer setbacks and defines when fences and walls will be allowed in critical areas and buffers and materials;
9. Section 14.88.287 Fencing and Signage updated for compliance with the model ordinance;
10. Section 14.88.290 Critical Areas Tracts and Easements added to clarify when the city will require the dedication of a tract or easement to establish a Native Growth Protection Area;
11. Section 14.88.295 updated to allow alternative tree mitigation at the Planning Commission's request;
12. Section 14.88.297 On-site Density Transfer for Critical Areas updated to clarify the extent and allowed modifications for on-site density transfers; and
13. Section 14.88.440 Mitigation updated to include specific requirements for innovative design;
14. Section 14.88.650 (c) and (d) Prohibited alterations updated for consistency with WAC 173-26-221;
15. Part VIII Wetlands – most of this section was updated for compliance with the model ordinance and revised DOE rating system including the July 2018 Supplement.
 - New purpose statement – Section 14.88.800
 - Wetland rating manual reference and the description of wetland types updated - Section 14.88.805
 - Allowed activities updated – Section 14.88.820
 - A new Exemptions section added – Section 14.88.825
 - Requirements updated – Section 14.88.830

- Section on Buffers updated including Table 14.88-II Wetland Buffers and Table 14.88-III Required Measures, buffer averaging, and buffer conditions
- Section 14.88.840 adds/modifies subsections related to buffer mitigation ratios, innovative design and credit/debit methodology.

APPLICABLE CITY POLICIES: Chapter 14.88 LSMC – Critical Areas

BUDGET IMPACT: No budget impacts are expected from this update.

ATTACHMENTS:

Attachment A - Proposed Code Changes to Chapter 14.88 LSMC

Definitions Chapter 14.08

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 approved federal wetland delineation manual and applicable regional supplement~~, or as amended hereafter.

Qualified Professional. A person with experience and training in the pertinent scientific discipline, and who is a qualified scientific expert with expertise appropriate for the relevant critical area subject in accordance with WAC 365-195-905(4). A qualified professional must have obtained a B.S. or B.A. or equivalent degree in biology, engineering, environmental studies, fisheries, geomorphology, archaeology, cultural resources or related field, and two years of related work experience.

- A qualified professional for streams, wetlands or other natural habitats must have a degree in biology with professional experience related to the subject critical area, for wetlands this includes delineating wetlands using federal manuals, preparing wetland reports, conducting function assessments, and developing and implementing mitigation plans.
- B. A qualified professional for geologically hazardous areas must be a professional geotechnical engineer or geologist, licensed by the state of Washington.
- C. A qualified professional for cultural resources must have a degree in archaeology or cultural resources and professional experience related to their discipline of expertise.

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 approved federal wetland delineation manual and applicable regional supplement the Washington State Wetlands Identification and Delineation Manual.

Part I. Purpose and Intent

14.88.010 Purpose and Intent.

The purpose of this chapter is to designate, classify, and protect the critical areas of the Lake Stevens community by establishing regulations and standards for development and use of properties which contain or adjoin critical areas for protection of the public health, safety, and welfare. The purpose and intent of this chapter is also to ensure that there is no net loss of the acreage or functions and values of critical areas regulated by this chapter.

- (a) A project proponent shall make all reasonable efforts to avoid and minimize impacts to critical areas and buffers in the following sequential order of preference:
 - (1) Avoiding impacts altogether by not taking a certain action or parts of an action; or
 - (2) When avoidance is not possible, minimizing impacts by limiting the degree or magnitude of the action and its implementation, using appropriate technology, or by taking affirmative steps, such

as project redesign, relocations, or timing, to avoid or reduce impacts and mitigating for the affected functions and values of the critical area; and

- (3) Reducing or eliminating impacts over time by preservation and maintenance operations during the life of the action.
- (4) Compensating for unavoidable impacts by replacing, enhancing or providing substitute resources or environments.

(b) Protect the public from personal injury, loss of life, or property damage due to flooding, erosion, landslides, seismic events, or soil subsidence.

(c) Protect against publicly financed expenditures due to the misuse of critical areas which cause:

- (1) Unnecessary maintenance and replacement of public facilities;
- (2) Publicly funded mitigation of avoidable impacts;
- (3) Cost for public emergency rescue and relief operations where the causes are avoidable;
- (4) Degradation of the natural environment.

(d) Protect aquatic resources.

(e) Protect unique, fragile, and valuable elements of the environment, including wildlife and its habitat.

(f) Alert appraisers, assessors, owners, potential buyers, or lessees to the development limitations of critical areas.

(g) Provide City officials with sufficient information to adequately protect critical areas when approving, conditioning, or denying public or private development proposals.

(h) Give guidance to the development of Comprehensive Plan policies in regard to the natural systems and environment of the Lake Stevens Watershed.

(i) Provide property owners and developers with succinct information regarding the City's requirements for property development. (Ord. 903, Sec. 51, 2013; Ord. 773, Sec. 2, 2008; Ord. 741, Sec. 2, 2007)

Part II. Definitions

14.88.100 Definitions.

The definitions related to critical areas are included in Chapter [14.08](#). (Ord. 855, Secs. 3, 23, 2011; Ord. 773, Sec. 2, 2008; Ord. 741, Sec. 2, 2007; Ord. 590, 1998; Ord. 468, 1995)

Part III. General Provisions

14.88.200 Applicability.

The provisions of this chapter apply to all lands, land uses and development activity within the City. No action shall be taken by any person, which results in any alteration of any critical areas except as consistent with the purposes, objectives, and goals of this chapter. The provisions of the current Lake Stevens Shoreline Master Program Appendix B apply to shoreline critical areas within Lake Stevens. (Ord. 773, Sec. 2, 2008; Ord. 741, Sec. 2, 2007)

14.88.210 Regulated Activities.

- (a) For any regulated activity, a critical areas report is required to support the requested activity. All land use and/or development activities on lands containing critical areas are subject to this chapter and are prohibited unless:
 - (1) The use or activity is found to be exempt by the Planning and Community Development Director or designee per the "allowed activities" sections of this chapter; or
 - (2) The use or activity meets the performance standards found in the "requirements" sections of this chapter; or
 - (3) It can be demonstrated that the denial of authorization of such an activity would deny all reasonable economic uses, as demonstrated per Section [14.88.310](#). In such a case, approval in writing shall be issued by the Planning and Community Development Director or designee. Approval of a reasonable economic use must be attached to another type of development permit obtained from the City of Lake Stevens prior to undertaking the regulated activity in the critical area or its buffer.
- (b) Land use and development activities include, but are not limited to, the following activities:
 - (1) The removal, excavation, grading, or dredging of soil, sand, gravel, minerals, organic matter, or material of any kind.
 - (2) The dumping, discharging, or filling with any material.
 - (3) The draining, flooding, or disturbing of the water level or water table.
 - (4) The driving of pilings.
 - (5) The placing of obstructions.
 - (6) The construction, reconstruction, demolition, or expansion of any structure.
 - (7) The destruction or alteration of vegetation in a critical area through clearing, harvesting, shading, intentional burning, or planting of vegetation that would alter the character of a critical area.
 - (8) Class IV – General Forest Practices under the authority of the 1992 Washington State Forest Practices Act Rules and Regulations per WAC 222-12-030, or as thereafter amended, provided, that these activities are not part of a forest practice governed under Chapter [76.09](#) RCW and its rules
 - (9) Activities that result in a significant change of water temperature, a significant change of physical or chemical characteristics of water sources, including quantity, or the introduction of pollutants.
 - (10) Land that is located wholly within a critical area or its buffer may not be subdivided, unless specifically allowed elsewhere in this chapter.

(Ord. 773, Sec. 2, 2008; Ord. 741, Sec. 2, 2007)

14.88.220 Allowed Activities.

Unless specifically prohibited elsewhere in this chapter, the following uses are allowed in any critical area or buffer; provided, that a site/resource-specific report is prepared when the activity may result in a loss of functions and values, to that describes the environmental limitations of and proposed mitigation for

the site shall be submitted, reviewed, and approved by the City prior to permit issuance or land use approval:

- (a) Existing and ongoing agricultural activities, provided that they implement applicable Best Management Practices (BMPs) contained in the latest editions of the USDA Natural Resources Conservation Service (NRCS) Field Office Technical Guide (FOTG); or develop a farm conservation plan in coordination with the local conservation district. BMPs and/or farm plans should address potential impacts from livestock, nutrient and farm chemicals, soil erosion and sediment control and agricultural drainage infrastructure. BMPs and/or farm plans should ensure that ongoing agricultural activities minimize their effects on water quality, riparian ecology, salmonid populations and wildlife habitat.
- (b) Those activities and uses conducted pursuant to the Washington State Forest Practices Act and its rules and regulations, WAC 222-12-030, where state law specifically exempts local authority, except those developments requiring local approval for Class IV – General Forest Practice Permits (conversions) as defined in RCW 76.09 and WAC 222-12.
- (c) The harvesting of wild crops in a manner that is not injurious to natural reproduction of such crops and provided the harvesting does not require tilling of soil, planting of crops, chemical applications, or alteration of existing topography, water conditions, or water sources.
- (d) Enhancement of a wetland through the removal of non-native invasive plant species. Removal of invasive plant species shall be restricted to hand removal unless permits from the appropriate regulatory agencies have been obtained for approved mechanical, biological or chemical treatments. All removed plant material shall be taken away from the site and appropriately disposed of. Plants that appear on the Washington State Noxious Weed Control Board list of noxious weeds must be handled and disposed of according to a noxious weed control plan appropriate to that species. Re-vegetation with appropriate native species at natural densities is allowed in conjunction with removal of invasive plant species.
- (e) Educational and scientific research activities.
- (f) and Public and Private Pedestrian Trails
 - (1) Trails may be constructed and use of nature trails; provided, that they are proposed only within the outer 25 percent of the wetland critical area buffers to wetlands and fish and wildlife and conservation areas, except that trails may be located within the remainder of the critical area buffer when it is demonstrated through the site/resource-specific report that:
 - i. No other alternative for the trail location exists which would provide the same educational and/or scientific research opportunities; and
 - ii. The critical area functions and values will not be diminished as a result of the trail; and
 - iii. The materials used to construct the trail are pervious and will not harm the critical area; and
 - iv. Raised boardwalks using non-treated pilings may be acceptable.
 - v. (4) Land disturbance is minimized to the greatest extent possible including removal of significant trees; and
 - vi. (5) Where possible, the number of trails allowed in critical area buffers shall be limited.
 - (2) Trails proposed in geologically hazardous areas shall be constructed in a manner that does not increase the risk of landslide or erosion in accordance with an approved geotechnical report.

- (bg) Navigation aids and boundary markers.
- (eh) Site investigative work necessary for land use application submittals such as surveys, soil logs, percolation tests and other related activities. In every case, impacts shall be minimized and disturbed areas shall be immediately restored.
- (ei) Normal maintenance, repair, or operation of existing structures, facilities, or improved areas.
- (ej) Installation or construction of City road right-of-way; or installation, replacement, operation, repair, alteration, or relocation of all water, natural gas, cable communication, telephone, or other utility lines, pipes, mains, equipment or appurtenances, not including substations or other buildings, only when required by the City and approved by the Planning and Community Development Director or designee and when avoidance of critical areas and impact minimization has been addressed during the siting of roads and other utilities and a detailed report/mitigation plan is submitted, reviewed, and approved by the City prior to permit issuance or land use approval.
- (fk) Minor expansion of uses or structures existing at the time of adoption of this code, and which are in compliance with all other chapters of this title; provided, that the applicant obtains all required local, State, and Federal permits, including but not limited to a Department of Fish and Wildlife Hydraulic Permit and a Clean Water Act 404 Permit and the expansion does not create a loss of wetland critical area and functions nor pose a significant threat to water quality. A site/resource-specific report and mitigation plan shall be prepared to describe the wetland critical area, function, and water quality and submitted to the City for review and approval prior to permit issuance. For the purposes of this subsection, "minor expansion" refers to an addition to or alteration of a use or structure and shall be limited to a maximum of 1,000 square feet of impervious area.
- (gl) Stormwater Management Facilities. ~~Where buffers and setbacks are larger than 50 feet and slopes are less than 15 percent, stormwater management facilities, limited to stormwater dispersion outfalls, and bioswales and other low impact facilities, may be allowed within the outer 25 percent of the buffer to wetlands and fish and wildlife and conservation areas, when the location of such facilities will not degrade the function or values of the wetland critical area based on the recommendation of a qualified professional for the specific critical area type. Stormwater management facilities in geologically hazardous areas shall be constructed in a manner that does not increase the risk of landslide or erosion in accordance with an approved geotechnical report.~~
- (hm) Emergency Activities. Those activities that are necessary to prevent an immediate threat to public health, safety, or welfare or pose an immediate risk of damage to private property, and that require remedial or preventative action in a time frame too short to allow for compliance with the requirements of this chapter. (Ord. 773, Sec. 2, 2008; Ord. 741, Sec. 2, 2007)
- (n) Development when the subject property is separated from a critical area by pre-existing, intervening, and lawfully created structures, public roads, or other substantial improvements. The pre-existing improvements must be found to separate the subject property from the critical area or impair the delivery of buffer functions.

14.88.230 Compliance.

All land uses or development applications shall be reviewed to determine whether or not a critical area exists on the property for which the application is filed, what the action's impacts to any existing critical area would be, and what actions are required for compliance with this chapter. No construction activity,

including land clearing or grading, shall be permitted until the information required by this section is reviewed and a plan is approved by the City. (Ord. 773, Sec. 2, 2008; Ord. 741, Sec. 2, 2007)

14.88.235 Best Available Science.

- (a) Criteria for Best Available Science. The best available science is that scientific information applicable to the critical area prepared by local, State or Federal natural resource agencies, a qualified scientific professional, or team of qualified scientific professionals, that is consistent with criteria established in WAC [365-195-900](#) through [365-195-925](#).
- (b) Protection of Functions and Values and Fish Usage. Critical area studies and decisions to alter critical areas shall rely on the best available science to protect the functions and values of critical areas and must give special consideration to conservation or protection measures necessary to preserve or enhance anadromous fish and their habitat, such as salmon and bull trout.
- (c) Lack of Scientific Information. Where there is an absence of valid scientific information or incomplete scientific information relating to a critical area leading to uncertainty about the risk to critical area function or permitting an alteration of or impact to the critical area, the City shall:
 - (1) Take a precautionary or no-risk approach that strictly limits development and land use activities until the uncertainty is sufficiently resolved; and
 - (2) Require application of an effective adaptive management program that relies on scientific methods to evaluate how well regulatory and non-regulatory actions protect the critical area. An adaptive management program is a formal and deliberative scientific approach to taking action and obtaining information in the face of uncertainty. To effectively implement an adaptive management program, the City hereby commits to:
 - (i) Address funding for the research component of the adaptive management program;
 - (ii) Change course based on the results and interpretation of new information that resolves uncertainties; and
 - (iii) Commit to the appropriate time frame and scale necessary to reliably evaluate regulatory and non-regulatory actions affecting protection of critical areas and anadromous fisheries. (Ord. 773, Sec. 2, 2008; Ord. 741, Sec. 2, 2007)

14.88.240 Classification as a Critical Area.

Criteria for classification as a critical area will be listed under the applicable sections of this chapter. (Ord. 773, Sec. 2, 2008; Ord. 741, Sec. 2, 2007)

14.88.250 Procedures.

Prior to fulfilling the requirements of this chapter, the City of Lake Stevens shall not grant any approval or permission to conduct development or use in a critical area. The Planning and Community Development Director or designee is authorized to adopt administrative procedures for the purpose of carrying out the provisions of this chapter. (Ord. 773, Sec. 2, 2008; Ord. 741, Sec. 2, 2007)

14.88.260 Submittal Requirements.

To enable the City to determine compliance with this chapter, at the time of application submittal, the applicant shall file a SEPA Environmental Checklist (if use is subject to SEPA), a ~~critical area checklist~~, site/resource-specific reports as specified in Section [14.88.270](#), and any other pertinent information

requested by the Department of Planning and Community Development. ~~Any of these submittal requirements may be waived by the Planning and Community Development Director. The Planning and Community Development Director or designee may waive any of these submittal requirements if it is~~ deemed unnecessary to make a compliance determination. (Ord. 773, Sec. 2, 2008; Ord. 741, Sec. 2, 2007)

14.88.270 Site/Resource-Specific Reports.

Unless waived per Section [14.88.260](#), all applications for land use or development permits proposed on properties containing or adjacent to critical areas or their defined setbacks or buffers shall include site/resource-specific reports prepared to describe the environmental limitations of the site. These reports shall conform in format and content to guidelines prepared by the Department of Planning and Community Development, which is hereby authorized to do so. The report shall be prepared by a qualified professional who is a biologist or a geotechnical engineer as applicable with experience preparing reports for the relevant type of critical area. The report and conclusions present in the critical area report shall be based on best available science. (Ord. 773, Sec. 2, 2008; Ord. 741, Sec. 2, 2007)

14.88.275 Mitigation/Enhancement Plan Requirements.

In the event that mitigation and/or enhancement is required, the Department of Planning and Community Development shall require the applicant to provide a mitigation plan for approval and a performance and maintenance bond in a form and amount acceptable to the City in accordance with Section [14.88.278](#). The plan shall provide information on land acquisition, construction, maintenance and monitoring of the replaced critical area that creates a no-net-loss area in function of the original area in terms of acreage, function, ~~habitat, geographic location and setting. The plan shall also include critical areas and buffer impacts and critical areas and proposed buffer areas.~~ All mitigation plans shall include the following items, which shall be submitted by the applicant or a qualified biologist, civil or geotechnical engineer:

- (a) Data collected and synthesized for the critical area and/or the newly restored site:
 - (1) Description of existing site conditions, critical areas and proposed buffers;
 - (2) Description of proposed impacts to critical areas and buffers and proposed plans to mitigate those impacts; and
 - (3) Documentation of best available science or site criteria supporting the proposed mitigation plan.
- (b) Specific goals and objectives describing site function, target species, selection criteria and measures to avoid and minimize impacts ~~which shall include:~~
 - (1) Reducing or eliminating the impact over time by preservation and maintenance operations;
 - (2) Compensating for the impact by replacing, enhancing, or providing substitute resources or environments;
 - (3) Enhancing significantly degraded ~~wetlands~~ critical areas and buffers in combination with restoration or creation. Such enhancement should be part of a mitigation package that includes replacing the impacted area by meeting appropriate ratio requirements; and
 - (4) Unless it is demonstrated that a higher level of ecological functioning would result from an alternate approach, compensatory mitigation for ecological functions shall be either in-kind and on site, or in-kind and within the same stream reach, sub basin, or drift cell. Mitigation actions shall be conducted within the same sub drainage basin and on the same site as the alteration except as specifically provided for in Sections [14.88.440](#) and [14.88.840](#);

- (c) Performance standards, which shall include criteria for assessing project specific goals and objectives and whether or not the requirements of this chapter have been met;
- (d) Contingency plans which clearly define the course of action or corrective measures needed if performance standards are not met;
- (e) A legal description and a survey prepared by a licensed surveyor of the proposed development site and location of the critical area(s) on the site;
- (f) A scaled site plot-plan that indicates the proposed timing, duration and location of construction in relation to zoning setback requirements and sequence of construction phases including cross-sectional details, topographic survey data (including showing percent slope, existing and finished grade elevations noted at two-foot intervals or less), mitigation area, and water table elevation with sufficient detail to explain, illustrate and provide for:
 - (1) Soil and substrate conditions, topographic elevations, scope of grading and excavation proposal, erosion and sediment treatment and source controls needed for critical area construction and maintenance;
 - (2) Planting plans specifying plant species, types, quantities, location, size, spacing, or density. The planting season or timing, watering schedule, and nutrient requirements for planting, and where appropriate, measures to protect plants from destruction; and
 - (3) Contingency or mid-course corrections plan and a minimum five-year monitoring and replacement plan establishing responsibility for removal of exotic and nuisance vegetation and permanent establishment of the critical area and all component parts. The monitoring plan is subject to the provisions of Sections [14.88.277](#) and [14.88.278](#);
- (g) A clearly defined approach to assess progress of the project, including the measurement of the success of a mitigation project by the presence of native species and an increase in the coverage of native plants over the course of the monitoring period;
- (h) The plan must indicate ownership, size, type, and complete ecological assessment including flora, fauna, hydrology, functions, etc., of the critical area being restored or created; and
- (i) The plan must also provide information on the natural suitability of the proposed site for establishing the replaced critical area, including water source and drainage patterns, topographic position, wildlife habitat opportunities, and value of existing area to be converted. (Ord. 773, Sec. 2, 2008; Ord. 741, Sec. 2, 2007)

14.88.276 Alternative Mitigation

The director or designee may approve the establishment and use of a mitigation bank or in-lieu fee mitigation program to provide mitigation required by this chapter. The approval may allow deviations from the requirements of Parts IV and VII of this chapter with respect to the treatment of wetlands and fish and wildlife habitat conservation areas or buffers.

- (a) Credits from a mitigation bank may be approved for use as compensation for unavoidable impacts to wetlands and fish and wildlife habitat conservation areas or buffers when:
 - (1) Criteria in LSCM 14.88.440 and 14.88.840 are met;
 - (2) The bank is certified under Chapter 173-700 WAC;

- (3) The department determines that the mitigation bank provides appropriate compensation for the authorized impacts and that at minimum all proposals using a mitigation bank shall have made reasonable efforts to avoid and minimize impacts to wetlands, fish and wildlife habitat conservation areas and buffers through sequencing;
- (4) The proposed use of credits is consistent with the terms and conditions of the bank's certification;
- (5) The compensatory mitigation agreement occurs in advance of authorized impacts;
- (6) Replacement ratios for projects using bank credits shall be consistent with replacement ratios specified in the bank's certification; and
- (7) The use of the mitigation bank will result in equivalent treatment of the functions and values of the critical area or buffer to offset the impacts on the project site such that the total net impact will be no net loss of critical area functions and values in the watershed in which the impacts will occur.

(b) In-lieu fee mitigation shall be established in accordance with the guidance contained in "Guidance on In-lieu Fee Mitigation" (Washington State Department of Ecology, December 2012, or latest edition, Publication #12-06-012) based upon the following order of preference:

- (1) A City or County approved program that gives priority to sites that will expand or improve habitat for Lake Stevens and associated tributaries;
- (2) A City or County approved program that utilizes receiving mitigation sites within the same sub-basin as the approved impact; and
- (3) A City or County approved program that gives priority to sites within the same sub-basin and/or a predefined service area that includes the City of Lake Stevens.

14.88.277 Mitigation Monitoring.

- (a) All compensatory mitigation projects shall be monitored for the period necessary to establish that performance standards have been met, but in no event for a period less than five years following the acceptance of the installation/construction by the Planning and Community Development Director or designee.
- (b) Monitoring reports on the current status of the mitigation project shall be submitted to the Planning and Community Development Department. The reports shall be prepared by a qualified consultant and shall include monitoring information on wildlife, vegetation, water quality, water flow, stormwater storage and conveyance, and existing or potential degradation. Reports shall be submitted in accordance with the following schedule:
 - (1) At the time of construction;
 - (2) Thirty days after planting;
 - (3) Early in the growing season of the first year;
 - (4) End of the growing season of the first year;
 - (5) Twice the second year (at the beginning and end of the growing season); and
 - (6) Annually thereafter, to cover a total monitoring period of at least five growing seasons.

(c) The Planning and Community Development Director or designee shall have the authority to extend the monitoring and surety period and require additional monitoring reports and maintenance activities beyond the initial five-year monitoring period for any project that involves one or a combination of the following factors:

- (1) Creation or restoration of forested wetland or buffer communities;
- (2) does not Failure to meet the performance standards identified in the mitigation plan;
- (3) does not Failure to provide adequate replacement for the functions and values of the impacted critical area; or if
- (4) otherwise warrants additional monitoring Additional monitoring is warranted.

-(Ord. 773, Sec. 2, 2008)

14.88.278 Bonding (Security Mechanism).

- (a) If the development proposal is subject to compensatory mitigation, the applicant shall enter into an agreement with the City to complete the mitigation plan approved by the City and shall post a mitigation performance surety to ensure mitigation is fully functional.
- (b) The surety shall be in the amount of 150 percent of the estimated cost of the uncompleted actions or the estimated cost of restoring the functions and values of the critical area that are at risk, whichever is greater. The surety shall be based on a detailed, itemized cost estimate of the mitigation activity including clearing and grading, plant materials, plant installation, irrigation, weed management, monitoring and all other costs.
- (c) The surety shall be in the form of an assignment of funds, bond, security device, or other means acceptable to the City Finance Director in consultation with the City Attorney.
- (d) The performance surety authorized by this section shall remain in effect until the City determines, in writing, that the permit conditions, code requirements and/or standards bonded for have been met. Once the mitigation installation has been accepted by the Planning Director or designee or Public Works Director, the bond may be reduced to 20 percent of the original mitigation cost estimate and shall become a maintenance surety. Said maintenance surety shall generally be held by the City for a period of five years to ensure that the required mitigation has been fully implemented and demonstrated to function, and may be held for longer periods under Section [14.88.277\(c\)](#).
- (e) Depletion, failure, or collection of surety funds shall not discharge the obligation of an applicant to complete required mitigation, maintenance, monitoring, or restoration.
- (f) Public development proposals shall be relieved from having to comply with the bonding requirements of this section if public funds have previously been committed for mitigation, maintenance, monitoring, or restoration.
- (g) Any failure to satisfy critical area requirements established by law or condition including, but not limited to, the failure to provide a monitoring report within 30 days after it is due or comply with other provisions of an approved mitigation plan shall constitute a default. Upon notice of any default, the City may demand immediate payment of any financial guarantees or require other action authorized by the City code or any other law.

- (h) Any funds paid or recovered pursuant to this section shall be used to complete the required mitigation or other authorized action.
- (i) The Director or designee may authorize a one-time temporary delay, up to 120-180 days, in completing mitigation activities when environmental conditions could produce a high probability of failure or significant construction difficulties. The delay shall not create or perpetuate hazardous conditions or environmental damage or degradation. The request for the temporary delay shall include a written justification documenting the environmental constraints that preclude implementation of the mitigation plan and shall include a financial guarantee. The justification shall be verified by the City before approval of any delay.
- (j) The provisions of Section [14.16A.180](#) (Security Mechanisms) shall also apply if necessary to ensure adequate protection of the public interest. (Ord. 811, Sec. 73, 2010; Ord. 773, Sec. 2, 2008)

14.88.280 Maps and Inventory.

The approximate location and extent of critical areas in the City are displayed on various inventory maps available at the Department of Planning and Community Development. More data will be included as inventories are completed in compliance with the requirements of the Growth Management Act. Maps and inventory lists are guides to the general location and extent of critical areas. Critical areas not shown are presumed to exist in the City and are protected under all the provisions of this chapter. In the event that any of the designations shown on the maps or inventory lists conflict with the criteria set forth in this chapter, the criteria and site-specific conditions shall control. Other mapping sources may include:

- (a) Washington Department of Fish and Wildlife Priority Habitat and Species maps.
- (b) Washington State Department of Natural Resources official water type reference maps, as amended.
- (c) Anadromous and resident salmonid distribution maps contained in the Habitat Limiting Factors reports published by the Washington Conservation Commission.
- (d) Washington State Department of Natural Resources State Natural Area Preserves and Natural Resource Conservation Area maps.
- (e) Washington State Department of Natural Resources Natural Heritage Program mapping data.
- (f) Lake Stevens and/or Snohomish County maps. (Ord. 773, Sec. 2, 2008; Ord. 741, Sec. 2, 2007)

14.88.283 Pesticide Management.

Pesticide use is not allowed in critical areas, including critical area buffers, unless it is determined by the Planning and Community Development Director or designee that there is no alternative to controlling invasive species using integrated pest management practices. If pest control is being proposed as mitigation measures to control invasive species, a pesticide management plan must be submitted to the Planning and Community Development Department. The pesticide management plan must be part of the critical areas report required in Section [14.88.270](#) for any development proposal, and shall include why there is no other alternative to pesticide use, mitigation of pesticide use, planned application schedules, types of pesticides proposed for use, and a means to prevent or reduce pesticide movement to groundwater and surface water. Any pesticides used within 25 ft of a wetland (100 ft if spraying) have to be listed in the MSDS as non-toxic to fish and aquatic invertebrates. The report shall be prepared by a qualified specialist. (Ord. 773, Sec. 2, 2008; Ord. 741, Sec. 2, 2007)

14.88.285 Building Setbacks.

Buildings and other structures shall maintain the standard building setbacks per the underlying zoning district, depending on the site orientation, from all critical area buffer tracts or easements or 10-feet from the edges of all critical areas, if no buffers are required, to ensure adequate width for construction staging, maintenance and repair of primary buildings and accessory structures and use of improvements without disturbing the critical area buffer or critical area.

~~Unless otherwise provided, buildings and other structures shall be set back a distance of 10 feet from the edges of all critical area buffers or from the edges of all critical areas, if no buffers are required.~~ The following may be allowed in the building setback area:

- (a) Uncovered decks;
- (b) Building overhangs, if such overhangs do not extend more than 18 inches into the setback area; ~~and~~
- (c) Impervious ground surfaces, such as driveways and patios; provided, ~~that~~ such improvements may be subject to water quality regulations as adopted;
- (d) Accessory structures less than 200 square feet may be setback five feet; ~~and~~
- (d) Fences and walls are exempt when the fence or wall further separate incompatible uses outside of the critical area and its associated buffer and when any temporary or permanent impacts are mitigated according to this chapter ~~and in compliance with other provisions of Title 14 LSCM, based on the recommendation of a qualified professional for the specific critical area type.~~

14.88.287 Fencing and Signage.

~~Wetland Critical Area~~ Permanent fencing and signage adjacent to a regulated wetland or stream corridor shall be required. Permanent signage may be required for geologically hazardous areas and setback buffers not approved for alteration under Section 14.88.670.

- (a) Fencing shall be smooth wire or an alternative approved by the Planning and Community Development Director.
 - (1) ~~The applicant shall install permanent fencing so as to not interfere with species migration, including fish runs, and shall be constructed in a manner that minimizes impacts to the critical areas and associated buffer. must be a permanent structure installed in a manner that allows continuous wildlife habitat corridors along critical fish and wildlife areas with a minimum gap of one and one half feet at the bottom of the fence, and maximum height of three and one half feet at the top;~~
 - (2) The fence shall be designed and constructed to clearly demarcate the buffer from the developed portion of the site and to limit access of landscaping equipment, vehicles, or other human disturbances; ~~and~~
 - (3) No pressure treated posts and rails will be used for signage or fencing, unless shown to be inert.
- (b) Signs designating the presence of a critical area shall be posted along the buffer boundary. The signs shall be posted at a minimum rate of one every 100 lineal feet, or one per lot, whichever provides more coverage. Standard details for signage shall be kept on file at the Planning and Community Development Department. (Ord. 773, Sec. 2, 2008; Ord. 741, Sec. 2, 2007)

14.88.290 Critical Areas Tracts and Easements.

(a) Unless otherwise required in this chapter, native growth protection areas shall be used in all development proposals to delineate and protect the following critical areas and buffers:

- (1) All geologically hazardous areas not approved for alteration and associated setback buffers;
- (2) All wetlands and buffers; and
- (3) All fish and wildlife habitat conservation areas and buffers.

(b) Native growth protection areas created pursuant to this Chapter shall be designated on the face of the plat, short plat or other recorded drawing pursuant to Sections 14.16C.105 and 14.18.040 LSMC and shall be protected by one of the following methods:

- (1) Development proposals for subdivisions, short subdivisions, binding site plans and similar land use actions that segregate property shall use separate critical area tracts to delineate and protect native growth protection areas. The critical area tract shall be held by each lot owner in the development in an undivided interest or held by a Homeowner's Association or other legal entity, which assures the ownership, maintenance, and protection of the tract; or
- (2) For development proposals that do not segregate lots, the permit holder shall establish and record a native growth protection area easement with the Snohomish County Auditor stating the location of and the limitations associated with all of the critical areas and associated buffers or mitigation sites on the property. Restrictions and limitations shall be stated on the face of the deed applicable to the property and recorded with the Snohomish County auditor.

(c) Such easements or tracts shall cover the critical area as delineated by its defined boundaries and buffers.

14.88.290 Dedication of Open Space/Native Growth Protection Area.

(a) In order to protect critical areas, open space easements or tracts, referred to as a native growth protection area, where proposed as mitigation, shall be dedicated to the City.

(b) Anyone may offer to dedicate a critical area easement or tract and its buffer to the City even if not proposed as mitigation. The Planning and Community Development Director shall make a determination regarding the City's acceptance of such a dedication, based on consistency with the goals and policies of the adopted Comprehensive Plan.

(c) Such easements or tracts shall cover the critical area as delineated by its defined boundaries and buffers. (Ord. 773, Sec. 2, 2008; Ord. 741, Sec. 2, 2007)

14.88.295 Permanent Protection for Streams, Wetlands and Buffers.

All streams and wetlands under this chapter and their required buffers shall be permanently protected by designating them as native growth protection areas (NGPAs) in accordance with Section [14.88.290](#). NGPAs are to be left permanently undisturbed in a substantially or environmentally enhanced natural state. No clearing, grading, filling, building construction or placement, or road construction is allowed except the following:

(a) On a case by case basis when supported by a critical areas assessment study, crossings for underground utility lines which utilize the shortest alignment possible and for which no alignment that would avoid such a crossing is feasible;

(b) Removal of hazardous trees by the property owner, when based on a recommendation by a qualified arborist and an assessment of hazardous tree risk study and when approved by the City.

(1) Any trees removed in an NGPA shall be replaced per LSMC 14.76.120, at a 3:1 ratio or at a 1.5:1 ratio when 4-6-foot-tall native evergreen trees are planted with the total count being rounded up to the next whole number.

(2) Any tree removed should only be cut to a point that it does not present a danger to adjacent properties or structures but can provide wildlife habitat.

(c) Existing legally (on-going) established structures, and non-native or ornamental landscaping, including, but not necessarily limited to, gardens, yards, pastures, and orchards, are not required to be designated as NGPAs. (Ord. 773, Sec. 2, 2008; Ord. 741, Sec. 2, 2007)

14.88.297 Density Transfers on Sites Less than Five Acres On-site Density Transfer for Critical Areas.

On-site density transfers ~~on sites less than five acres~~ may be permitted in single-family zoning districts when critical areas are located on the property subject to the following provisions:

(a) Only the area contained in the following critical area areas and their associated buffers of the following wetlands is are eligible to be used in the density transfer calculation:

- (1) Category II, and III, and IV wetlands with a habitat score of less than 20; and
- (2) Category IV wetlands, Fish and Wildlife Conservation areas; and
- (3) Geologically hazardous areas, not approved for alteration.

(b) The development must be proposed to connect to sewer service and sewer service must be available.

(c) The base density shall be consistent with the densities set forth in Chapter 14.36 for the zoning districts. The site density shall be calculated using the net area of the subject property divided by the minimum lot size of the applicable zone.

(d) The overall density of the proposed site may be transferred from the undevelopable portion to the developable part of the site and the development when the development is not using other allowed reductions or modifications to critical areas and buffers defined in Chapter 14.88 LSMC.

(e) The development shall meet applicable policies, setbacks and other standards of the City except:

- (1) Lot sizes may be modified to not less than 6,000 square feet in the WR and SR zones, not less than 4,500 square feet in the UR zone and not less than 3,000 square feet in the HUR zone; Lot widths of Chapter 14.48 Table V may be modified to not less than 40 feet in the SR and UR zones and not less than 30 feet in the HUR zone;
- (2) Lot widths of Chapter 14.48 Table I may be modified to not less than 50 feet in the WR and SR zones, and not less than 40 feet in the UR and HUR zones; Lot sizes may be modified to not less than 4,000 square feet in the SR and UR zones and not less than 3,000 square feet in the HUR zone
- (3) The front setbacks specified in Chapter 14.48 Table I may be reduced by five (5) feet, but in no instance may the garage setback be less than 19 feet. Setbacks of the zone as specified in Chapter 14.48 Table V may not be modified when using the density transfer provision.

- (4) The proposed development must be compatible with the character of the area and adjacent uses; and
- (5) The area to which density is transferred must not be constrained by other critical areas. (Ord. 773, Sec. 2, 2008)

14.88.298 Innovative Development Design.

A project permit applicant may request approval of an innovative design, which addresses wetland, fish and wildlife habitat conservation area or buffer treatment in a manner that deviates from the standards set forth in Sections [14.88.400](#) through [14.88.440](#), Fish and Wildlife Conservation Areas, and Sections [14.88.800](#) through [14.88.840](#), Wetlands.

- (a) An innovative development design will be considered in conjunction with the primary land use project approval or building permit approval, when the project. ~~The Planning and Community Development Director shall develop and adopt administrative procedures as authorized in Section [14.88.250](#) for review and approval of innovative development design that are~~ is consistent with subsection (b) of this section. An applicant may include the innovative development design proposal in the project pre-application review packet for review. ~~The Planning and Community Development Director shall give preliminary findings on the pre application and shall only issue a final decision for the design with the project or building permit approval, whichever occurs first.~~
- (b) The applicant shall demonstrate in a site/resource-specific report required pursuant to Section [14.88.270](#) how the innovative development design complies with the following requirements:
 - (1) The innovative development design will achieve protection equivalent to or better than the treatment of the functions and values of the critical areas that would be obtained by applying the standard prescriptive measures contained in this chapter;
 - (2) Applicants for innovative development design ~~are encouraged to~~ must consider measures prescribed in guidance documents, such as watershed conservation plans or other similar conservation plans, and low impact stormwater management strategies which address wetlands, fish and wildlife habitat conservation areas or buffer protection consistent with this chapter;
 - (3) The innovative development design will not be materially detrimental to the public health, safety or welfare or injurious to other properties or improvements located outside of the subject property; and
 - (4) Applicants for innovative development design are encouraged to consider measures prescribed in the Puget Sound Action Team ~~2005~~2012 Technical Guidance Manual for Low Impact Development or as amended. (Ord. 773, Sec. 2, 2008)

14.88.300 Dedication of Land and/or Easements in Lieu of Park Mitigation.

The dedication of critical areas and their buffers as open space may not be used ~~for~~ to satisfying park mitigation requirements. Park land must be dedicated or fees in lieu of dedication must be paid as set forth in this title. However, if an applicant provides recreation amenities in buffers as allowed under this chapter, the cost of those amenities may be subtracted from the total park mitigation calculated for a given project with prior approval of the Planning and Community Development Director. (Ord. 773, Sec. 2, 2008; Ord. 741, Sec. 2, 2007)

14.88.310 Demonstration of Denial of All Reasonable Economic Uses.

In order to conduct a regulated activity in a critical area where the applicant is claiming that denial of authorization of such an activity would deny all reasonable economic uses of the property, the applicant must demonstrate that such is the case. If a regulated activity is allowed within a critical area, it must minimize impacts per the “requirements” sections, below. If the Planning and Community Development Director or designee determines that alteration of a critical area is necessary and unavoidable, written findings addressing each of the items listed in this section shall be placed in the official project file. Demonstration of denial of all reasonable economic uses shall be accomplished as follows:

- (a) An applicant must demonstrate that denial of the permit would impose an extraordinary hardship on the part of the applicant brought about by circumstances peculiar to the subject property.
- (b) For water-dependent activities, unavoidable and necessary impact can be demonstrated where there are no practicable alternatives which would not involve a wetland critical area or which would not have less adverse impact on a wetland critical area, and would not have other significant adverse environmental consequences.
- (c) Where non-water-dependent activities are proposed, it shall be presumed that adverse impacts are avoidable. This presumption may be rebutted upon a demonstration that:
 - (1) The basic project purpose cannot reasonably be accomplished utilizing one or more other sites in the general region that would avoid, or result in less, adverse impact on regulated critical areas; and
 - (2) A reduction in the size, scope, configuration, or density of the project as proposed and all alternative designs of the project as proposed that would avoid, or result in less, adverse impact on a critical area or its buffer will not accomplish the basic purpose of the project; and
 - (3) In cases where the applicant has rejected alternatives to the project as proposed due to constraints such as zoning, deficiencies of infrastructure, or parcel size, the applicant has made reasonable attempt to remove or accommodate such constraints. (Ord. 903, Sec. 52, 2013; Ord. 773, Sec. 2, 2008; Ord. 741, Sec. 2, 2007)

14.88.320 Allowance of Regulated Use in a Critical Area Where Denial of All Economic Use is Demonstrated.

If an applicant for an activity or development proposal demonstrates to the satisfaction of the Planning and Community Development Director or designee that application of these standards would deny all reasonable economic use of the property as provided by Section [14.88.220](#), development, as may be conditioned, shall be allowed if the applicant also demonstrates all of the following to the satisfaction of the Director:

- (a) If proposed in a wetland, stream, creek, river, lake or other surface water, that the proposed project is water-dependent or requires access to the wetland as a central element of its basic function; or
- (b) If proposed in a critical area not listed in subsection (a) of this section, that it is not water-dependent but has no practicable alternative; and
- (c) That no reasonable use with less impact on the critical area and its buffer is possible (e.g., agriculture, aquaculture, transfer or sale of development rights or credits, sale of open space easements, etc.);

- (d) That there is no feasible on-site alternative to the proposed activities, including reduction in density, phasing of project implementation, change in timing of activities, revision of road and lot layout, and/or related site planning considerations, that would allow a reasonable economic use with less adverse impacts to the critical area and its buffer;
- (e) That the proposed activities will result in minimum feasible alteration or impairment to the functional characteristics of the critical area and its existing contours, vegetation, fish and wildlife resources, hydrological, and geologic conditions;
- (f) That disturbance of the critical area has been minimized by locating any necessary alteration in buffers to the extent possible;
- (g) That the proposed activities will not jeopardize the continued existence of endangered, threatened, or sensitive species as listed by the Federal Government or the State of Washington. An applicant is required to confirm with the State of Washington that special conditions or recommendations are not required for candidate or monitor species;
- (h) That the proposed activities will not cause significant degradation of groundwater or surface water quality;
- (i) That the proposed activities comply with all State, local and Federal laws, including those related to sediment control, pollution control, floodplain restrictions, and on-site wastewater disposal;
- (j) That any and all alterations to critical areas and their buffers will be adequately mitigated;
- (k) That there will be no damage to nearby public or private property and no threat to the health or safety of people on or off the property;
- (l) That the inability to derive reasonable economic use of the property is not the result of actions by the applicant in segregating or dividing the property and creating the undevelopable condition after the effective date of this chapter; and
- (m) That deliberate measures have been taken to minimize the impacts. Minimizing impacts shall include but not be limited to:
 - (1) Limiting the degree or magnitude of the prohibited activity;
 - (2) Limiting the implementation of the prohibited activity;
 - (3) Using appropriate and best available technology;
 - (4) Taking affirmative steps to avoid or reduce impacts;
 - (5) Sensitive site design and siting of facilities and construction staging areas away from critical areas and their buffers;
 - (6) Involving resource agencies early in site planning;
 - (7) Providing protective measures such as siltation curtains, hay bales and other siltation prevention measures; and
 - (8) Scheduling the prohibited activity to avoid interference with wildlife and fisheries rearing, resting, nesting or spawning activities. (Ord. 903, Sec. 53, 2013; Ord. 773, Sec. 2, 2008; Ord. 741, Sec. 2, 2007)

14.88.330 Nonconforming Activities.

A regulated activity that was approved prior to the passage of this chapter and to which significant economic resources have been committed pursuant to such approval but which is not in conformity with the provisions of this chapter may be continued subject to the following:

- (a) No such activity shall be expanded, modified, or substituted in any way that increases the extent of its nonconformity without a permit issued pursuant to the provisions of this chapter;
- (b) Except for cases of discontinuance as part of normal agricultural practices, if a nonconforming activity is discontinued for 180 days, any resumption of the activity shall conform to this chapter;
- (c) If a nonconforming use or activity is destroyed by human activities or a natural occurrence, it shall not be resumed except in conformity with the provisions of this chapter;
- (d) Activities or adjuncts thereof that are or become nuisances shall not be entitled to continue as nonconforming activities. (Ord. 773, Sec. 2, 2008; Ord. 741, Sec. 2, 2007)

14.88.340 Assessment Relief.

The Snohomish County Assessor's office considers critical area regulations in determining the fair market value of land. Any owner of an undeveloped critical area who has dedicated an easement or entered into a perpetual conservation restriction with the City of Lake Stevens or a nonprofit organization to permanently control some or all regulated activities in that portion of land assessed consistent with these restrictions shall be considered for exemption from special assessments to defray the cost of municipal improvements such as sanitary sewers, storm sewers, and water mains. (Ord. 773, Sec. 2, 2008; Ord. 741, Sec. 2, 2007)

Part IV. Fish and Wildlife Conservation Areas

14.88.400 Classification.

Fish and wildlife conservation areas include:

- (a) Lands containing priority habitats and species, including plant and/or animal species listed on Federal or State threatened or endangered species lists.
- (b) Naturally occurring ponds under 20 acres and their submerged aquatic beds that provide fish or wildlife habitat. These do not include ponds deliberately designed and created from dry sites such as canals, detention facilities, waste-water treatment facilities, farm ponds, temporary construction ponds (of less than three years' duration), and landscape amenities. However, naturally occurring ponds may include those artificial ponds intentionally created from dry areas in order to mitigate conversion of ponds, if permitted by a regulatory authority.
- (c) Waters of the State, as defined in WAC Title [222](#), Forest Practices Rules and Regulations. Waters of the State shall be classified using the system in WAC [222-16-030](#). In classifying waters of the State as fish and wildlife habitats the following shall be used:
 - (1) Species are present which are endangered, threatened or sensitive;
 - (2) Existing surrounding land uses are incompatible with salmonid and other game fish habitat;
 - (3) Presence and size of riparian ecosystem;
 - (4) Existing water rights.

- (d) Lakes, ponds, and streams planted with game fish (defined at RCW [77.08.020](#)), including those planted under the auspices of Federal, State, local, or tribal programs, or which support priority fish species as identified by the Department of Fish and Wildlife.
- (e) State natural area preserves and natural resource conservation areas.
- (f) Habitats or species of local importance. Such habitats or species may be locally listed per the process elucidated in Section [14.88.415](#).
- (g) Streams shall be classified according to the stream type system as provided in WAC [222-16-030](#), Stream Classification System, as amended.
 - (1) Type S Stream. Those streams, within their ordinary high water mark, as inventoried as shorelines of the State under Chapter [90.58](#) RCW and the rules promulgated pursuant thereto.
 - (2) Type F Stream. Those stream segments within the ordinary high water mark that are not Type S streams, and which are demonstrated or provisionally presumed to be used by fish. Stream segments which have a width of two feet or greater at the ordinary high water mark and have a gradient of 16 percent or less for basins less than or equal to 50 acres in size, or have a gradient of 20 percent or less for basins greater than 50 acres in size, are provisionally presumed to be used by fish. A provisional presumption of fish use may be refuted at the discretion of the Planning and Community Development Director where any of the following conditions are met:
 - (i) It is demonstrated to the satisfaction of the City that the stream segment in question is upstream of a complete, permanent, natural fish passage barrier, above which no stream section exhibits perennial flow;
 - (ii) It is demonstrated to the satisfaction of the City that the stream segment in question has confirmed, long-term, naturally occurring water quality parameters incapable of supporting fish;
 - (iii) Sufficient information about a geomorphic region is available to support a departure from the characteristics described above for the presumption of fish use, as determined in consultation with the Washington Department of Fish and Wildlife, the Department of Ecology, affected tribes, or others;
 - (iv) The Washington Department of Fish and Wildlife has issued a hydraulic project approval, pursuant to RCW [77.55.100](#), which includes a determination that the stream segment in question is not used by fish; and
 - (v) No fish are discovered in the stream segment in question during a stream survey conducted according to the protocol provided in the Washington Forest Practices Board Manual, Section 13, Guidelines for Determining Fish Use for the Purpose of Typing waters under WAC [222-16-031](#); provided, that no unnatural fish passage barriers have been present downstream of said stream segment over a period of at least two years.
 - (3) Type Np Stream. Those stream segments within the ordinary high water mark that are perennial and are not Type S or Type F streams. However, for the purpose of classification, Type Np streams include intermittent dry portions of the channel below the uppermost point of perennial flow. If the uppermost point of perennial flow cannot be identified with simple, nontechnical observations (see Washington Forest Practices Board Manual, Section 23), then said point shall be determined by a qualified professional selected or approved by the City.

(4) Type Ns Stream. Those stream segments within the ordinary high water mark that are not Type S, Type F, or Type Np streams. These include seasonal streams in which surface flow is not present for at least some portion of a year of normal rainfall that are not located downstream from any Type Np stream segment. (Ord. 903, Sec. 54, 2013; Ord. 773, Sec. 2, 2008; Ord. 741, Sec. 2, 2007)

14.88.410 Determination of Boundary.

(a) The boundaries of fish and wildlife conservation areas shall be determined by the Planning and Community Development Director or designee, who may rely on a Departmental approved biological resources survey prepared by a qualified wildlife biologist per the Department's Biological Resources Survey Guidelines. Such a report would be supplied by the applicant of a permit.

(b) The boundary of the creek, stream, river, lake, or other surface water shall be determined by the Planning and Community Development Director or designee, relying on a delineation by a licensed surveyor or other comparable expert. Such boundary shall be contiguous with the 100-year floodplain designations as adopted by the City, or where such a designation has not been adopted by the City, the 100-year floodplain designation of the Federal Emergency Management Agency (FEMA) and the National Flood Insurance Program where it has been delineated (shown on Flood Insurance Rate Maps (FIRM)). Where this information does not exist, the boundary determination shall be made by a licensed surveyor and based upon the same criteria used by FEMA. This determination shall be confirmed by the City Engineer. (Ord. 773, Sec. 2, 2008; Ord. 741, Sec. 2, 2007)

14.88.415 Species/Habitats of Local Importance.

(a) Species or habitats may be listed as a species or habitat of local importance by the City Council according to the following process:

(1) An individual or organization must:

(i) Demonstrate a need for special consideration based on:

a. Declining populations;

b. Sensitivity to habitat manipulation; or

c. Commercial or game value or other special value, such as public appeal.

(ii) Propose relevant management strategies considered effective and within the scope of this chapter.

(iii) Provide species or habitat location(s) on a map.

(2) Submitted proposals will be reviewed by the Planning and Community Development Director or designee and forwarded to the Departments of Fish and Wildlife and Natural Resources, and/or other local, State, Federal, or tribal agencies or experts for comment and recommendation regarding accuracy of data and effectiveness of proposed management strategies.

(3) The City Council will hold a public hearing for proposals found to be complete, accurate, potentially effective, and within the scope of this chapter. Approved nominations will become designated a species or habitat of local importance and will be subject to the provisions of this chapter.

(b) Species or habitats of local importance include:

(1) [None adopted as of May 1, 1995] (Ord. 773, Sec. 2, 2008; Ord. 741, Sec. 2, 2007)

14.88.420 Allowed Activities.

Except where regulated by other sections of this or any other title or law, the following uses shall be allowed within fish and wildlife conservation areas when the requirements of Section [14.88.430](#) have been met and mitigation adequate to alleviate any other impacts has been proposed:

- (a) Those activities listed in Section [14.88.220](#).
- (b) Activities consistent with the species located there and all applicable State and Federal regulations regarding the species, as determined by the Planning and Community Development Director or designee, who may consult with other resource agencies as to their recommendations.
- (c) Bridges and other crossings over streams for public and private rights-of-way. (Ord. 773, Sec. 2, 2008; Ord. 741, Sec. 2, 2007)

14.88.430 Requirements.

- (a) Except as provided in this subsection, a 50-foot buffer shall be required for all regulated activities adjacent to fish and wildlife conservation areas. All buffers shall be measured from the fish and wildlife conservation area boundary as surveyed in the field. The width of the buffer may be increased depending on the habitat value and the proposed land use.
- (b) Buffer widths may be increased based on recommendations by the Department of Fish and Wildlife based on their Management Recommendations for Priority Habitats and Species.
- (c) To retain the natural functions of streams and stream corridors, the following streamside buffers shall be maintained:
 - (1) For ravines with banks greater than 10 feet in depth, maintain the existing or native vegetation within the ravine and a strip 25 feet from the top of the bank;
 - (2) Where there is no ravine or the bank is less than 10 feet in depth, maintain existing or native vegetation on both sides of the stream as measured from the ordinary high water mark (OHWM), in accordance with Table 14.88-I, which sets forth the required buffer widths based on classification of stream types:

Table 14.88-I: Stream Buffer Width

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

- (d) Widths shall be measured outward in each direction, on the horizontal plane, from the ordinary high water mark, or from the top of the bank if the ordinary high water mark cannot be identified, or from the outer edge of the channel migration zone when present.
- (e) The Planning and Community Development Director may modify the buffer widths in the above table in accordance with the following:
 - (1) Buffer widths may be increased as necessary to fully protect riparian functions. For example, the buffer may be extended to the outer edge of the floodplain or windward into an area of high tree blow-down potential as determined by an arborist.
 - (2) Buffer widths may be reduced in exchange for restoration and enhancement of degraded areas in accordance with an approved plan, or for buffer averaging in accordance with Section [14.88.275](#) and subsection (e)(4) of this section.
 - (3) If the stream enters an underground culvert or pipe, and is unlikely to ever be restored aboveground, the Planning and Community Development Director may waive the buffer along the underground stream; provided, that where the stream enters and emerges from the pipe the opposite outer edges of the buffer shall be joined by a radius equal to the buffer width, with said radius projecting over the piped stream.
 - (4) Stream buffer widths may be modified by averaging. In no instance shall the buffer width be reduced by more than 25 percent of the standard buffer. Stream buffer width averaging shall only be allowed when the applicant demonstrates the following:
 - (i) A site-specific evaluation and documentation of buffer adequacy is based on consideration of the best available science as described in Section [14.88.235](#); and
 - (ii) A buffer enhancement plan is proposed that would significantly improve the functions and values of the stream buffer(s); and
 - (iii) The averaging will not impair or reduce the habitat, water quality purification and enhancement, stormwater detention, groundwater recharge, shoreline protection and erosion and other functions and values of the stream and buffer.
 - (5) Buffer widths may be modified if the subject property is separated from the stream channel by pre-existing, intervening, and lawfully created structures, public roads, or other substantial pre-existing intervening improvements. The intervening structures, public roads, or other substantial improvements must separate the subject upland property from the stream channel by height or width, preventing or impairing the delivery of buffer functions to the stream channel. In such cases, the reduced buffer width shall reflect the buffer functions that can be delivered to the stream channel.
- (f) Development in the shorelines of State-wide significance is regulated under Appendix B of the City's State-approved Shoreline Master Program (SMP).
- (g) To protect the natural functions and aesthetic qualities of a stream and stream buffer, a detailed temporary erosion control plan which identifies the specific mitigating measures to be implemented during construction to protect the water from erosion, siltation, landslides and hazardous construction materials shall be required. The City shall review the plan with the appropriate State, Federal and tribal agencies and any adjacent jurisdiction. (Ord. 898, Sec. 8, 2013; Ord. 811, Sec. 92, 2010; Ord. 773, Sec. 2, 2008; Ord. 741, Sec. 2, 2007)

14.88.440 Mitigation.

In order to avoid significant environmental impacts, the applicant for a land use or development permit may consider performing the following actions, listed in order of preference. What is considered adequate mitigation will depend on the nature and magnitude of the potential impact as determined in accordance with Section [14.88.275](#).

- (a) Dedicate an exclusive open space easement for the protection of wildlife and/or habitat, creeks, streams, rivers, lakes, or other surface water over the creeks, streams, rivers, lakes, or other surface water and a buffer consistent with the standards listed in Section [14.88.430](#). Where such mitigation leads to, or would in the opinion of the Planning and Community Development Director lead to a court finding of a taking, the below listed mitigation may be considered.
- (b) Where on-site protection is not possible, dedicate an exclusive easement for the protection of an equivalent (in type and value) waterway over the waterway and a 50-foot buffer on an off-site waterway at a 2:1 ratio. The location of any off-site waterway shall be located as near to the site as possible, in accordance with the following preferred order:
 - (1) Contiguous to the impacted waterway;
 - (2) Within the same drainage basin;
 - (3) Elsewhere within the City;
 - (4) Within the Lake Stevens UGA;
 - (5) Within the region.
- (c) The applicant may propose innovative site design based on the best available science and pursuant to Section 14.88.298 if the innovative development design will achieve protection equivalent to or better than the standard provisions of this chapter. Approval of the innovative site design will be considered in combination with criteria listed in Section 14.88.298 if the design achieves the following:
 - (1) The site design avoids all impacts to the critical area and minimizes buffer impacts; or
 - (2) The site design increases the functions and/or values of the stream channel and buffer with a combination of the following measures:
 - (i) Increasing canopy-cover shade in the riparian zone to maintain cool stream temperatures and regulate micro-climates in the stream-riparian corridor;
 - (ii) Reducing fine sediment input in the stream system through hydrologic retention, filtration and streambank protection;
 - (iii) Stabilizing stream banks, and minimizing stream bank erosion;
 - (iv) Filtering and reducing potential of impact pollutants from groundwater and surface water runoff;
 - (v) Increasing large woody debris and coarse particulate matter into the stream channel for habitat and to moderate stream flow;
 - (vi) Increasing critical wildlife habitat along stream-associated migration corridors;

(vii) Increasing in-stream habitat for aquatic, amphibian, invertebrate and resident and/or anadromous fish species. (Ord. 773, Sec. 2, 2008; Ord. 741, Sec. 2, 2007)

Part V. Frequently Flooded Areas

14.88.500 Classification.

Classification for flood zones shall be consistent with the regulatory floodplain designations as adopted by the City per Chapter [14.64](#), Part I, or where such a designation has not been adopted by the City, by the special flood hazard area designations of the Federal Emergency Management Agency and the National Flood Insurance Program. Any such designations adopted by the City shall consider the following criteria if and when designating and classifying these areas:

- (a) Flooding impact to human health, safety, and welfare and to public facilities and services; and
- (b) Documentation including Federal, State and local laws, regulations and programs, local maps and federally subsidized flood insurance programs. (Ord. 860, Sec. 5 (Exh. 3), 2011; Ord. 773, Sec. 2, 2008; Ord. 741, Sec. 2, 2007)

14.88.510 Determination of Boundary.

The boundary of a flood zone shall be contiguous with the regulatory floodplain as adopted by the City, per Chapter [14.64](#), Part I, or where such a designation has not been adopted by the City, the special flood hazard area designations of the Federal Emergency Management Agency (FEMA) and the National Flood Insurance Program where it has been delineated [shown on Flood Insurance Rate Maps (FIRM)]. Where this information does not exist, the boundary determination shall be made by a licensed engineer and based upon the same criteria used by FEMA. The Planning and Community Development Director or designee shall confirm this determination. (Ord. 860, Sec. 5 (Exh. 3), 2011; Ord. 773, Sec. 2, 2008; Ord. 741, Sec. 2, 2007)

14.88.520 Allowed Activities.

Except where regulated by other sections of this or any other title or law, the following uses shall be allowed within the regulatory floodplain when the requirements of Section [14.88.530](#) have been met and mitigation adequate to alleviate any other impacts has been proposed:

- (a) Those activities allowed per Section [14.88.220](#).
- (b) Those activities allowed per Section [14.64.025](#). (Ord. 860, Sec. 5 (Exh. 3), 2011; Ord. 773, Sec. 2, 2008; Ord. 741, Sec. 2, 2007)

14.88.530 Requirements.

All land uses and development proposals shall comply with the applicable provisions of the Lake Stevens Municipal Code for general and specific flood hazard protection (see Chapter [14.64](#), Special Flood Hazard Areas, Drainage, and Erosion).

- (a) Development shall not reduce the effective flood storage volume. Reduction of the floodwater storage capacity due to grading, construction, or other regulated activities shall provide compensatory storage per Section [14.64.055\(b\)](#).
- (b) The final recorded subdivision plat or site plan shall include a notice that the property contains land within the regulatory floodplain including special flood hazard areas and protected areas, as applicable. (Ord. 860, Sec. 5 (Exh. 3), 2011; Ord. 773, Sec. 2, 2008; Ord. 741, Sec. 2, 2007)

14.88.540 Mitigation.

If potential flooding impacts from development cannot be avoided by design or if the use is not an allowed or exempt use, the applicant shall provide a habitat impact assessment and/or habitat mitigation plan to mitigate impacts on federal, state or locally protected species and habitat, water quality and aquatic and riparian habitat, per Section [14.64.055](#)(c) and (d). (Ord. 860, Sec. 5 (Exh. 3), 2011; Ord. 773, Sec. 2, 2008; Ord. 741, Sec. 2, 2007)

Part VI. Geologically Hazardous Areas

14.88.600 Classification.

- (a) Geologically hazardous areas include areas susceptible to erosion, sliding, earthquakes, liquefaction, or other geological events. Geologically hazardous areas shall be classified based upon the history or existence of landslides, unstable soils, steep slopes, high erosion potential or seismic hazards. In determining the significance of a geologically hazardous area the following criteria shall be used:
 - (1) Potential economic, health, and safety impact related to construction in the area;
 - (2) Soil type, slope, vegetative cover, and climate of the area;
 - (3) Available documentation of history of soil movement, the presence of mass wastage, debris flow, rapid stream incision, stream bank erosion or undercutting by wave action, or the presence of an alluvial fan which may be subject to inundation, debris flows, or deposition of stream-transported sediments.
- (b) The different types of geologically hazardous areas are defined as follows:
 - (1) Erosion hazard areas are as defined by the USDA Soil Conservation Service, United States Geologic Survey, or by the Department of Ecology Coastal Zone Atlas. The following classes are high erosion hazard areas.
 - (i) Class 3, class U (unstable) includes severe erosion hazards and rapid surface runoff areas;
 - (ii) Class 4, class UOS (unstable old slides) includes areas having severe limitations due to slope; and
 - (iii) Class 5, class URS (unstable recent slides).
 - (2) Landslide hazard areas shall include areas subject to severe risk of landslide based on a combination of geologic, topographic and hydrologic factors. Some of these areas may be identified in the Department of Ecology Coastal Zone Atlas, or through site-specific criteria. Landslide hazard areas include the following:
 - (i) Areas characterized by slopes greater than 15 percent; and impermeable soils (typically silt and clay) frequently interbedded with permeable granular soils (predominantly sand and gravel) or impermeable soils overlain with permeable soils; and springs or groundwater seepage;
 - (ii) Any area which has exhibited movement during the Holocene epoch (from 10,000 years ago to present) or which is underlain by mass wastage debris of that epoch;
 - (iii) Any area potentially unstable due to rapid stream incision, stream bank erosion or undercutting by wave action;

- (iv) Any area located on an alluvial fan presently subject to or potentially subject to inundation by debris flows or deposition of stream-transported sediments;
- (v) Any area with a slope of 40 percent or greater and with a vertical relief of 10 or more feet except areas composed of consolidated rock;
- (vi) Any area with slope defined by the United States Department of Agriculture Soil Conservation Service as having a severe limitation for building site development; and
- (vii) Any shoreline designated or mapped as class U, UOS, or URS by the Department of Ecology Coastal Zone Atlas.

(3) Slopes.

- (i) Moderate slopes shall include any slope greater than or equal to 15 percent and less than 40 percent.
- (ii) Steep slopes shall include any slope greater than or equal to 40 percent.

(4) Seismic hazard areas shall include areas subject to severe risk of earthquake damage as a result of seismic induced settlement, shaking, slope failure or soil liquefaction. These conditions occur in areas underlain by cohesionless soils of low density usually in association with a shallow groundwater table. (Ord. 773, Sec. 2, 2008; Ord. 741, Sec. 2, 2007)

14.88.610 Determination of Boundary.

Determination of a boundary of a geologically hazardous area shall be made by the Planning and Community Development Director, relying on a geotechnical or similar technical report and other information where available and pertinent. Such reports or information shall be provided by an applicant for an activity or permit at the request of the City. (Ord. 773, Sec. 2, 2008; Ord. 741, Sec. 2, 2007)

14.88.620 Allowed Activities.

Except where regulated by other sections of this or any other title or law, the following uses shall be allowed within geologically hazardous areas when the requirements of Section [14.88.630](#) have been met and mitigation adequate to alleviate any other impacts has been proposed:

- (a) Those activities allowed per Section [14.88.220](#).
- (b) Any other use allowed per the zone; provided, that it meets the requirements of Section [14.88.630](#) and will not have a detrimental impact on the health, safety, and welfare of the public, or will not negatively impact neighboring properties. (Ord. 773, Sec. 2, 2008; Ord. 741, Sec. 2, 2007)

14.88.630 Geological Assessment Requirements.

Development proposals on or within 200 feet of any areas which are designated as geologically hazardous, or which the City has reason to believe are geologically hazardous based on site-specific field investigation, shall be required to submit a geological assessment.

- (a) The geological assessment shall be submitted with the minimum required content as set forth in subsection (d) of this section and in the format established by the Planning and Community Development Director, and shall be consistent with the following:
 - (1) A geotechnical letter is required when the geologist or geotechnical engineer finds that no active geological hazard area exists on or within 200 feet of the site.

(2) A geotechnical report is required when the geologist or geotechnical engineer finds that an active geological hazard area exists on or within 200 feet of the proposed project area.

(b) The Department shall review the geological assessment and either accept or reject the assessment and require revisions or additional information. When the geological assessment has been accepted, the Department shall issue a decision on the land use permit application.

(c) A geological assessment for a specific site may be valid for a period of up to five years when the proposed land use activity and site conditions affecting the site are unchanged. However, if any surface and subsurface conditions associated with the site change during the five-year period or if there is new information about a geological hazard, the applicant may be required to submit an amendment to the geological assessment.

(d) A geological assessment shall include the following minimum information and analysis:

- (1) A field investigation that may include the use of historical air photo analysis, review of public records and documentation, and interviews with adjacent property owners or others knowledgeable about the area, etc.
- (2) An evaluation of any areas on the site or within 200 feet of the site that are geologically hazardous as set forth in Section [14.88.600](#).
- (3) An analysis of the potential impacts of the proposed development activity on any potential geological hazard that could result from the proposed development either on site or off site. For landslide hazard areas, the analysis shall consider the run-out hazard of landslide debris to the proposed development that starts upslope whether the slope is part of the subject property or starts off site.
- (4) Identification of any mitigation measures required to eliminate potentially significant geological hazards both on the proposed development site and any potentially impacted off-site properties. When hazard mitigation is required, the mitigation plan shall specifically address how the proposed activity maintains or reduces the pre-existing level of risk to the site and adjacent properties on a long term basis. The mitigation plan shall include recommendations regarding any long term maintenance activities that may be required to mitigate potential hazards.
- (5) The geological assessment shall document the field investigations, published data and references, data and conclusions from past geological assessments, or geotechnical investigations of the site, site-specific measurements, tests, investigations, or studies, as well as the methods of data analysis and calculations that support the results, conclusions, and recommendations.
- (6) The geological assessment shall contain a summary of any other information the geologist identifies as relevant to the assessment and mitigation of geological hazards.

(e) Geological assessments shall be prepared under the responsible charge of a geologist or geotechnical engineer, and shall be signed, sealed, and dated by the geologist or geotechnical engineer. (Ord. 773, Sec. 2, 2008; Ord. 741, Sec. 2, 2007)

14.88.640 Setback Buffer Requirements.

(a) The setback buffer width shall be based upon information contained in a geological assessment, and shall be measured on a horizontal plane from a vertical line established at the edge of the geologically hazardous area limits (both from the top and toe of slope). In the event that a specific setback buffer is not included in the recommendation of the geological assessment, the setback buffer shall be based

upon the standards contained in Chapter 18 of the International Building Code (IBC), or as the IBC is updated and amended.

- (1) If the geological assessment recommends setback buffers that are less than the standard buffers that would result from application of Chapter 18 of the IBC, the specific rationale and basis for the reduced buffers shall be clearly articulated in the geological assessment.
- (2) The City may require increased setback buffer widths under any of the following circumstances:
 - (i) The land is susceptible to severe erosion and erosion control measures will not effectively prevent adverse impacts.
 - (ii) The area has a severe risk of slope failure or downslope stormwater drainage impacts.
 - (iii) The increased buffer is necessary to protect public health, safety and welfare based upon findings and recommendations of geological assessment.
- (b) Unless otherwise permitted as part of an approved alteration, the setback buffers required by this subsection shall be maintained in native vegetation to provide additional soil stability and erosion control. If the buffer area has been cleared, it shall be replanted with native vegetation in conjunction with any proposed development activity.
- (c) The City may impose seasonal restrictions on clearing and grading within 200 feet of any geologically hazardous areas. (Ord. 773, Sec. 2, 2008; Ord. 741, Sec. 2, 2007)

14.88.650 Allowed Alterations.

Unless associated with another critical area, the Planning and Community Development Director or designee may allow alterations of an area identified as a geologically hazardous area or the setback buffers specified in the IBC if an approved geotechnical report demonstrates that:

- (a) The proposed development will not create a hazard to the subject property, surrounding properties or rights-of-way, or erosion or sedimentation to off-site properties or bodies of water;
- (b) The proposal addresses the existing geological constraints of the site, including an assessment of soils and hydrology;
- (c) The proposed method of construction will reduce erosion potential, landslide and seismic hazard potential, and will improve or not adversely affect the stability of slopes;
- (d) The proposal uses construction techniques which minimize disruption of existing topography and natural vegetation;
- (e) The proposal is consistent with the purposes and provisions of this chapter and mitigates any permitted impacts to critical areas in the vicinity of the proposal;
- (f) The proposal mitigates all impacts identified in the geotechnical letter or geotechnical report;
- (g) All utilities and access roads or driveways to and within the site are located so as to require the minimum amount of modification to slopes, vegetation or geologically hazardous areas; and
- (h) The improvements are certified as safe as designed and under anticipated conditions by a geologist or geotechnical engineer. (Ord. 773, Sec. 2, 2008; Ord. 741, Sec. 2, 2007)

14.88.660 Prohibited Alterations.

Modification of geologically hazardous areas shall be prohibited under the following circumstances:

- (a) Where geologically hazardous slopes are located in a stream, wetland, and/or a fish and wildlife habitat conservation area or their required buffers, alterations of the slopes are not permitted, except as allowed in Section [14.88.220](#). The required buffer for such slopes shall be determined through the site-specific geological assessment, but in no case shall be less than 25 feet from the top of slopes of 25 percent and greater.
- (b) Any proposed alteration that would result in the creation of, or which would increase or exacerbate existing geological hazards, or which would result in substantial unmitigated geological hazards either on or off site shall be prohibited. (Ord. 773, Sec. 2, 2008; Ord. 741, Sec. 2, 2007)
- (c) No new development or creation of new lots is allowed that would cause foreseeable risk from geological conditions to people or improvements during the life of the development (WAC 173-26-221(2)(c)(ii)(B)).
- (d) No new development is allowed that would require structural shoreline stabilization over the life of the development. Exceptions may be made for the limited instances where stabilization is necessary to protect allowed uses where no alternative locations are available and no net loss of ecological functions will result. (WAC 173-26-221(2)(c)(ii)(C)).

14.88.670 Mitigation.

- (a) In addition to the other requirements of this chapter, as part of any approval of development on or adjacent to geologically hazardous areas or within the setback buffers required by this section:
 - (1) The City shall require:
 - (i) Geologically hazardous areas not approved for alteration and their setback buffers shall be placed in a native growth protection area as set forth in Sections [14.88.290](#).
 - (ii) Any geologically hazardous area or required setback buffer that is allowed to be altered subject to the provisions of this chapter shall be subject to a covenant of notification and indemnification/hold harmless agreement in a form acceptable to the City Attorney. Such document shall identify any limitation placed on the approved alterations.
 - (2) The City may require:
 - (i) The presence of a geologist on the site to supervise during clearing, grading, filling, and construction activities which may affect geologically hazardous areas, and provide the City with certification that the construction is in compliance with the geologist's or geotechnical engineer's recommendations and has met approval of the geologist or geotechnical engineer, and other relevant information concerning the geologically hazardous conditions of the site.
 - (ii) Vegetation and other soil stabilizing structures or materials be retained or provided.
 - (iii) Long term maintenance of slopes and on-site drainage systems.
- (b) If potential geologic impacts cannot be avoided by adhering to the above requirements and the other requirements of this chapter, other forms of mitigation may be considered. Applicants must provide mitigation plans exploring and analyzing any proposed mitigation measures. What is considered adequate mitigation will depend on the nature and magnitude of the potential impact. For example,

some potential risk due to construction in geologically hazardous areas may be reduced through structural engineering design. (Ord. 773, Sec. 2, 2008; Ord. 741, Sec. 2, 2007)

Part VII. Streams, Creeks, Rivers, Lakes and Other Surface Water

14.88.700 Classification.

Repealed by Ord. 741.

14.88.710 Allowed Activities.

Repealed by Ord. 741.

14.88.720 Requirements.

Repealed by Ord. 741.

14.88.730 Determination of Boundary.

Repealed by Ord. 741.

14.88.740 Mitigation.

Repealed by Ord. 741.

Part VIII. Wetlands

14.88.800 Purpose

The purposes of this Chapter are to:

- (a) Recognize and protect the beneficial functions performed by wetlands, which include, but are not limited to, providing food, breeding, nesting and/or rearing habitat for fish and wildlife; recharging and discharging ground water; contributing to stream flow during low flow periods; stabilizing stream banks and shorelines; storing storm and flood waters to reduce flooding and erosion; and improving water quality through biofiltration, adsorption, and retention and transformation of sediments, nutrients, and toxicants.
- (b) Regulate land use to avoid adverse effects on wetlands and maintain the functions and values of wetlands throughout Lake Stevens.
- (c) Establish review procedures for development proposals in and adjacent to wetlands.
- (d) Compliance with the provisions of the Chapter does not constitute compliance with other federal, state, and local regulations and permit requirements that may be required (for example, Shoreline Substantial Development Permits, HPA permits, Army Corps of Engineers Section 404 permits, NPDES permits). The applicant is responsible for complying with these requirements, apart from the process established in this Chapter.

1.88.805 Classification Identification and Rating.

~~Wetlands shall be classified as Category I, II, III, or IV using the Washington State Department of Ecology's Wetland Rating System for Western Washington, Publication No. 04-06-025, or as amended hereafter. Wetland delineations shall be determined in accordance with WAC 173-22-035.~~

(a) Identification and Delineation. Wetlands, buffers and their boundaries shall be identified and delineated in accordance with the approved federal wetland delineation manual and applicable regional supplement. All areas within the City meeting the wetland designation criteria in that procedure are hereby-designated critical areas and are subject to the provisions of this Chapter. Wetland delineations are valid for five years; after such date, the City shall determine whether a revision or additional assessment is necessary. (a) Sources used to identify designated wetlands include, but are not limited to:

- (1) United States Department of the Interior, Fish and Wildlife Service, National Wetlands Inventory.
- (2) Areas identified as hydric soils, soils with significant soil inclusions and wet spots with the United States Department of Agriculture/Soil Conservation Service Soil Survey for Snohomish County.
- (3) Washington State Department of Natural Resources, Geographic Information System, Hydrography and Soils Survey Layers.
- (4) City of Lake Stevens Critical Areas Inventory Maps.

(b) Category I Criteria.

- (1) Wetlands that represent a unique or rare wetland type; or
- (2) Are more sensitive to disturbance than most wetlands; or
- (3) Are relatively undisturbed and contain ecological attributes that are impossible to replace within a human lifetime; or
- (4) Provide a high level of functions.

(5) Category I wetlands include:

- (i) Estuarine wetlands which are larger than one acre in size.
- (ii) Natural heritage wetlands as identified by the Natural Heritage Program of the Washington Department of Natural Resources.
- (iii) Bogs.
- (iv) Mature and old-growth forested wetlands over one acre in area.
- (v) Wetlands that score 70 or more 23 27 points out of 100 27 using the Western Washington Rating System.

(c) Category II Criteria.

- (1) Category II wetlands are difficult though not impossible to replace and provide high levels of some functions.
- (2) Category II wetlands include:
 - (i) Estuarine wetlands under one acre in area.
 - (ii) Wetlands that score between 51 and 69 points out of 100 on the Western Washington Rating System.
- (d) Category III Criteria. Wetlands with a moderate level of functions and with rating system scores between 30 and 50 points out of 100.

(e) ~~Category IV Criteria. Wetlands with a low level of functions and with rating system scores less than 30 points out of 100. (Ord. 855, Sec. 24, 2011; Ord. 773, Sec. 2, 2008; Ord. 741, Sec. 2, 2007)~~

(b) Rating. Wetlands shall be rated according to the Washington Department of Ecology wetland rating system, as set forth in the *Washington State Wetland Rating System for Western Washington: 2014 Update* (Ecology Publication #14-06-029, or as revised and approved by Ecology) and in accordance with WAC 173-22-035, which contains the definitions and methods for determining whether the criteria below are met.

- (1) Category I. Category I wetlands represent unique or rare wetland types; are more sensitive to disturbance than most wetlands; are relatively undisturbed and contain ecological attributes that are impossible to replace within a human lifetime; or provide a high level of functions. In Lake Stevens Category I wetlands may include:
 - i Wetlands of high conservation value that are identified by scientists of the Washington Natural Heritage Program/DNR;
 - ii Bogs;
 - iii Mature and old-growth forested wetlands larger than 1 acre; and
 - iv Wetlands that perform many functions well (scoring 23 points or more).
- (2) Category II. In Lake Stevens Category II wetlands may include wetlands with a moderately high level of functions (scoring between 20 and 22 points) that are difficult though not impossible to replace and provide high levels of some functions.
- (3) Category III. In Lake Stevens Category III wetlands may include:
 - i Wetlands with a moderate level of functions (scoring between 16 and 19 points);
 - ii Can often be adequately replaced with a well-planned mitigation project; and
 - iii Wetlands scoring between 16 and 19 points generally have been disturbed in some ways and are often less diverse or more isolated from other natural resources in the landscape than Category II wetlands.
- (4) Category IV. In Lake Stevens Category IV wetlands have the lowest levels of functions (scoring fewer than 16 points) and are often heavily disturbed. These are wetlands that functions may be replaced, or in some cases improved. These wetlands may provide some important functions, and should be protected to some degree.

(c) Illegal modifications. Wetland rating categories shall not change due to illegal modifications made by the applicant or with the applicant's knowledge.

14.88.810 Determination of Boundary.

- (a) The Planning and Community Development Director or designee, relying on a field investigation supplied by an applicant and applying the wetland definition provided in this chapter, shall determine the location of the wetland boundary. Qualified professional and technical scientists shall perform wetland delineations as part of a wetland identification report in accordance with WAC [173-22-035](#). Criteria to be included in a required wetland identification report may be found in Section [14.88.275](#), Mitigation/Enhancement Plan Requirements. The applicant is required to show the location of the wetland boundary on a scaled drawing as a part of the permit application.

- (b) When the applicant has provided a delineation of the wetland boundary, the Planning and Community Development Director or designee shall verify the accuracy of, and may render adjustments to, the boundary delineation. In the event the adjusted boundary delineation is contested by the applicant, the Planning and Community Development Director shall, at the applicant's expense, obtain expert services to render a final delineation.
- (c) The Planning and Community Development Director, when requested by the applicant, may waive the delineation of boundary requirement for the applicant and, in lieu of delineation by the applicant, perform the delineation. The Planning and Community Development Director or designee shall consult with qualified professional scientists and technical experts or other experts as needed to perform the delineation. The applicant will be charged for the costs incurred. Where the Planning and Community Development Director city performs a wetland delineation at the request of the applicant, such delineation shall be considered a final determination. (Ord. 855, Sec. 25, 2011; Ord. 797, Sec. 6, 2009; Ord. 773, Sec. 2, 2008; Ord. 741, Sec. 2, 2007)

14.88.820 Allowed Activities.

Except where regulated by other sections of this or any other title or law, and provided they are conducted using best management practices, the following uses and activities shall be allowed and regulated within wetlands and their buffers when the requirements of Sections [14.88.830](#) and [14.88.840](#) have been met and mitigation adequate to alleviate any other impacts has been proposed.:

- (a) Those uses listed in Section [14.88.220](#).
- (b) ~~In Category IV wetlands only, access to developable portions of legal lots where:~~
 - (1) ~~There is no other reasonable method of accessing the property;~~
 - (2) ~~Altering the terrain would not cause drainage impacts to neighboring properties; and~~
 - (3) ~~Not more than 2,500 square feet of wetland is impacted. (Ord. 773, Sec. 2, 2008; Ord. 741, Sec. 2, 2007)~~
- (b) Conservation or preservation of soil, water, vegetation, fish, shellfish, and/or other wildlife that does not entail changing the structure or functions of the existing wetland.
- (c) Stormwater management facilities. A wetland or its buffer can be physically or hydrologically altered to meet the requirements of an LID, Runoff Treatment or Flow Control BMP if the following criteria are met:
 - (1) The location of the stormwater management facility is restricted to the outer 25 percent of the buffer around the wetland;
 - (2) There will be "no net loss" of functions and values of the wetland;
 - (3) The wetland does not contain a breeding population of any native amphibian species;
 - (4) The hydrologic functions of the wetland can be improved;
 - (5) The wetland lies in the natural routing of the runoff, and the discharge follows the natural routing, and
 - (6) All regulations regarding stormwater and wetland management are followed, including but not limited to local and state wetland and stormwater codes, manuals, and permits;

- (7) Modifications that alter the structure of a wetland or its soils will require permits. Existing functions and values that are lost would have to be compensated/replaced.
- (8) Stormwater LID BMPs required as part of New and Redevelopment projects can be considered within wetlands and their buffers. However, these areas may contain features that render LID BMPs infeasible. A site-specific characterization is required to determine if an LID BMP is feasible at the project site.

14.88.825 Exemptions

The following wetlands may be exempt from the requirement to avoid impacts and they may be filled if the impacts are fully mitigated based on the remaining actions, pursuant to state and federal requirements. If available, impacts should be mitigated through the purchase of credits from an in-lieu fee program or mitigation bank, consistent with the terms and conditions of the program or bank.

- (a) All isolated Category IV wetlands less than 4,000 square feet:
 - (1) Not associated with riparian areas or their buffers;
 - (2) Not associated with shorelines of the state or their associated buffers;
 - (3) Not part of a wetland mosaic;
 - (4) Do not score 6 or more points for habitat function based on the 2014 update to the *Washington State Wetland Rating System for Western Washington: 2014 Update* (Ecology Publication #14-06-029, or as revised and approved by Ecology); and
 - (5) Do not contain a Priority Habitat or a Priority Area for a Priority Species identified by the Washington Department of Fish and Wildlife, do not contain federally listed species or their critical habitat, or species of local importance.
- (b) Wetlands less than 1,000 square feet that meet the above criteria and do not contain federally listed species or their critical habitat are exempt from the buffer provisions contained in this Chapter.

14.88.830 Requirements.

- (a) Buffers. Wetland buffers shall be required for all regulated activities adjacent to regulated wetlands as provided in Table 14.88-II, unless modified per subsection (b) or (c) of this section elsewhere in this chapter.
 - (1) Any wetland created, restored, or enhanced as compensation for approved wetland alterations shall also include the standard buffer required for the category of the created, restored, or enhanced wetland. All buffers shall be measured from the wetland boundary as surveyed in the field. The width of the wetland buffer zone shall be determined according to wetland category and the proposed land use. These buffers have been established to reflect the impact of low and high intensity uses on wetland functions and values.
 - (2) To facilitate long-range planning using a landscape approach, the Planning and Community Development Director or designee may pre-assess wetlands using the rating system and establish appropriate wetland buffer widths for such wetlands. The Administrator will prepare maps of wetlands that have been pre-assessed in this manner.
 - (3) All buffers shall be measured perpendicular from the wetland boundary as surveyed in the field. The buffer for a wetland created, restored, or enhanced as compensation for approved wetland

alterations shall be the same as the buffer required for the category of the created, restored, or enhanced wetland. Buffers must be fully vegetated in order to be included in buffer area calculations. Lawns, walkways, driveways, and other mowed or paved areas will not be considered buffers or included in buffer area calculations.

Table 14.88-II

Category	Land Use	HS-29-36	HS-20-28	HS-20
I	High	190	95	65
	Low	125	65	45
II	High	190	95	65
	Low	125	65	45
III	High	N/A	95	50
	Low		65	35
IV	High	N/A	N/A	35
	Low			20

(b) The buffer widths in Table 14.88-II assume that the standard buffer is vegetated with a native plant community appropriate for the ecoregion. If the existing buffer is unvegetated, sparsely vegetated, or vegetated with invasive species that do not perform needed functions, the buffer should be planted to create the appropriate plant community, or the non-mitigated buffer should be widened to ensure that adequate functions of the buffer are provided.

Table 14.88-II Wetland Buffer Requirements

Wetland Category	Buffer Condition*	Buffer width in feet based on habitat scores		
		3-5	6-7	8-9
Category I	Standard	75	110	225
	<u>No Mitigation</u>	<u>100</u>	<u>150</u>	<u>300</u>
Category I (High Value)	Standard	190		225
	<u>No Mitigation</u>	<u>250</u>		<u>300</u>
Category II	Standard	75	110	225
	<u>No Mitigation</u>	<u>100</u>	<u>150</u>	<u>300</u>
Category III	Standard	60	110	225
	<u>No Mitigation</u>	<u>80</u>	<u>150</u>	<u>300</u>
Category IV	Standard	40		
	<u>No Mitigation</u>	<u>50</u>		

* The buffer condition directly affects the required buffer width. A standard buffer width is to be used when the buffer is vegetated or will be planted to comply with LSCM 14.88.830(b) and Table 14.88-III; otherwise, the buffer is considered to have no mitigation and an increased buffer is required when limited vegetation exists or no mitigation is proposed to enhance buffer functions.

Table 14.88-III Required Measures to minimize impacts to wetlands (measures are required if applicable to a specific proposal)

<u>Disturbance</u>	<u>Required Measures to Minimize Impacts</u>
<u>Lights</u>	<ul style="list-style-type: none">• Direct lights away from wetland
<u>Noise</u>	<ul style="list-style-type: none">• Locate activity that generates noise away from wetland• If warranted, enhance existing buffer with native vegetation plantings adjacent to noise source• For activities that generate relatively continuous, potentially disruptive noise, such as certain heavy industry or mining, establish an additional 10-foot heavily vegetated buffer strip immediately adjacent to the outer wetland buffer
<u>Toxic runoff</u>	<ul style="list-style-type: none">• Route all new, untreated runoff away from wetland while ensuring wetland is not dewatered• Establish covenants limiting use of pesticides within 150-feet of wetland• Apply integrated pest management
<u>Stormwater runoff</u>	<ul style="list-style-type: none">• Retrofit stormwater detention and treatment for roads and existing adjacent development• Prevent channelized flow from lawns that directly enters the buffer• Use Low Intensity Development techniques (for more information refer to the drainage ordinance and manual)
<u>Change in water regime</u>	<ul style="list-style-type: none">• Infiltrate or treat, detain, and disperse into buffer new runoff from impervious surfaces and new lawns
<u>Pets and human disturbance</u>	<ul style="list-style-type: none">• Use privacy fencing OR plant dense vegetation to delineate buffer edge and to discourage disturbance using vegetation appropriate for the ecoregion• Place wetland and its buffer in a separate tract or protect with a conservation easement
<u>Dust</u>	<ul style="list-style-type: none">• Use best management practices to control dust

(b) (c) Increased Wetland Buffer Widths. The Planning and Community Development Director shall require increased standard buffer zone widths on a case-by-case basis when a larger buffer is necessary to protect wetland functions and values based on local conditions. This determination shall be supported by appropriate documentation showing that it is reasonably related to protection of the functions and values of the regulated wetland. Such determination shall be attached as a permit condition and shall demonstrate that:

- ~~(1) A larger buffer is necessary to maintain viable populations of existing species; or~~
- ~~(2) The wetland is used by species proposed or listed by the Federal Government or the State as endangered, threatened, sensitive, critical or outstanding potential habitat for those species or has unusual nesting or resting sites such as heron rookeries or raptor nesting trees. An applicant must consult with the State Department of Fish and Wildlife to confirm any special recommendations for candidate or monitor species as listed for approval by the Planning and Community Development Director; or~~
- ~~(3) The adjacent land is susceptible to severe erosion and erosion control measures will not effectively prevent adverse wetland impacts, or the adjacent land has minimal vegetative cover or slopes greater than 15-30 percent.~~
- (1) The wetland is used by a state or federally listed plant or animal species or has essential or outstanding habitat for those species, or has unusual nesting or resting sites such as heron rookeries or raptor nesting trees; or
- (2) The adjacent land is susceptible to severe erosion, and erosion-control measures will not effectively prevent adverse wetland impacts; or
- (3) The adjacent land has minimal vegetative cover or slopes greater than 30 percent.

~~(e) (d) Wetland Buffer Width-Averaging.~~ Wetland buffer widths may be modified by averaging. In no instance shall the buffer width be reduced by more than 25 percent of the standard buffer. Wetland buffer width averaging shall be allowed only where the applicant demonstrates all of the following as demonstrated in accordance with an approved critical report:

- (1) The averaging will not impair or reduce the habitat, water quality purification and enhancement, stormwater detention, groundwater recharge, shoreline protection, erosion protection, and other functions and values of the wetland and buffer; and
- (2) The buffer is increased adjacent to the higher functioning area and decreased adjacent to lower-functioning area; and
- (23) The total area contained within the wetland buffer after averaging is no less than that contained within the standard buffer prior to averaging.

~~(e) (e) Buffer Conditions.~~ Except as otherwise specified, wetland buffers shall be retained in their natural condition.

- (1) Where buffer disturbance may or has occurred during construction, revegetation with native wetland vegetation may be required appropriate for the ecoregion or with vegetation performing similar functions.
- (2) If the existing buffer is unvegetated, sparsely vegetated, or vegetated with invasive species that do not perform needed functions, the buffer should be planted to create the appropriate plant community or the buffer should be widened to ensure that adequate functions of the buffer are provided.

~~(e) Permitted Uses in a Wetland Buffer.~~ Regulated activities shall not be allowed in a buffer zone except for the following:

(1) Activities having minimal adverse impacts on buffers and no adverse impacts on regulated wetlands. These may include low intensity, passive recreational activities such as pervious trails, nonpermanent wildlife watching blinds, short term scientific or educational activities, and sports fishing or hunting;

(2) For Category III and IV wetlands, stormwater management facilities restricted to the outer 25 percent of the buffer around the wetland; or

(3) For Category III and IV wetlands, development having no feasible alternative location, pursuant to sequencing and subject to the mitigation requirements of LSMC 14.88.840.

(f) Buffer Reductions. Buffer reductions may be allowed for Category III or IV wetlands, provided the applicant demonstrates the proposal meets the criteria in subsections (f)(1) through (4) of this section and either subsection (f)(5) or (6) of this section. Buffer width reduction proposals that meet the criteria as determined by the Planning and Community Development Director or designee shall be reduced by no more than 25 percent of the required buffer and shall not be less than 25 feet in width.

(1) The buffer area meets buffer area planting in Section 14.88.275 and has less than 15 percent slopes; and

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

(3) Buffer width averaging as outlined in subsection (c) of this section is not being used; and

(4) A buffer enhancement plan is proposed that would significantly improve the function and value of the a degraded wetland and buffer, specifically the required buffer enhancement plan should improve the ability of a degraded buffer to protect the water quality and hydrologic functions even if the width of the buffer is reduced, subject to mitigation requirements of LSMC 14.88.840; and either

(5) The subject property is separated from the wetland by pre-existing, intervening, and lawfully created structures, public roads, or other substantial improvements. The pre-existing improvements must be found to separate the subject upland property from the wetland by height or width that prevents or impairs the delivery of buffer functions to the wetland. In such cases, the reduced buffer width shall reflect the buffer functions that can be delivered to the wetland; or

(6) The wetland scores less than 20 5 or less points for wildlife habitat in accordance with the rating system applied in Section 14.88.800, and mitigation is provided based on Section 14.88.840(b) and Table 14.88-III, when determined appropriate based on the evaluation criteria in Section 14.88.840(f).

Table 14.88-III: Disturbance Mitigation

Examples of Disturbance	Activities that May Cause Disturbance	Example Measures to Minimize Impacts
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Lights	Parking lots, warehouses, manufacturing, high density residential	Direct lights away from wetland
Noise	Manufacturing, high density residential	Place activity away from wetland
Pets and humans	Residential areas	Landscaping to delineate buffer edge and to discourage disturbance of wildlife by humans and pets
Dust	Tilled fields	Best management practices for dust control
Toxic runoff*	Parking lots, roads, manufacturing, residential areas, landscaping	Route all new untreated runoff away from wetland while ensuring that wetland is not dewatered Establish covenants governing use of pesticides within 150 feet of wetland Apply integrated pest management
Changes in Water Regime	Residential, commercial and industrial development	Infiltrate or treat, detain, and disperse into buffer new runoff from

		impervious surface and lawns
Stormwater runoff	Parking lots, roads, manufacturing, residential areas, commercial areas, landscaping	<p>-Retrofit stormwater detention and treatment for roads and existing adjacent development</p> <p>-Prevent channelized flow from lawns that directly enters buffer</p>
<p>*These examples are not necessarily adequate for minimizing toxic runoff if threatened or endangered species are present at the site.</p>		

(g) Buffers may be modified when approved for the purpose of implementing innovative development design in accordance with Section [14.88.298](#). (Ord. 811, Sec. 92, 2010; Ord. 773, Sec. 2, 2008; Ord. 741, Sec. 2, 2007)

14.88.840 Mitigation.

The mitigation sequence set forth in this section should be applied after impact avoidance and minimization measures have been taken.

(a) Location and Timing of Mitigation.

- (1) Restoration, creation, or enhancement actions should be undertaken on or adjacent to the site, or, where restoration, creation, or enhancement of a former wetland is proposed, within the same watershed. In-kind replacement of the impacted wetland is preferred for creation, restoration, or enhancement actions. The City may accept or recommend restoration, creation, or enhancement which is off site and/or out-of-kind, if the applicant can demonstrate that on-site or in-kind restoration, creation, or enhancement is unfeasible due to constraints such as parcel size or wetland type, or that a wetland of a different type or location is justified based on regional needs or functions;
- (2) Whether occurring on site or off site, the mitigation project shall occur near an adequate water supply with a hydrologic connection to the wetland to ensure a successful wetlands development or restoration;

(3) Any approved proposal shall be completed before initiation of other permitted activities, unless a phased or concurrent schedule has also been approved by the Planning and Community Development Department;

(4) Wetland acreage replacement ratios shall be as specified in Table 14.88-IV;

(5) Credits from a wetland mitigation bank may be approved for use as compensation for unavoidable impacts to wetlands.

(i) This provision may be used when:

- a. The bank is certified under Chapter [173-700](#) WAC;
- b. The Planning and Community Development Director or designee determines that the wetland mitigation bank provides appropriate compensation for the authorized impacts; and
- c. The proposed use of credits is consistent with the terms and conditions of the bank's certification.

(ii) Replacement ratios for projects using bank credits shall be consistent with replacement ratios specified in the bank's certification.

(iii) Credits from a certified wetland mitigation bank may be used to compensate for impacts located within the service area specified in the bank's certification. In some cases, the service area of the bank may include portions of more than one adjacent drainage basin for specific wetland functions.

(b) Mitigation Performance Standards.

(1) All reasonable measures shall be taken to avoid and reduce impacts. When such avoidance and reduction is not reasonable, adverse impacts to wetland functions and values shall be mitigated. Mitigation actions shall be implemented in the preferred sequence identified in Section [14.88.010\(a\)](#). Proposals which include less preferred or compensatory mitigation shall demonstrate that:

- (i) All reasonable measures will be taken to reduce impacts and losses to the original wetland;
- (ii) No overall net loss will occur in wetland functions, values and acreage; and
- (iii) The restored, created or enhanced wetland will be as persistent and sustainable as the wetland it replaces.

(c) Wetland Replacement Ratios.

(1) Where wetland alterations are permitted by this chapter, the applicant shall restore or create equivalent areas of wetlands in order to compensate for wetland losses. Equivalent areas shall be determined according to size, function, category, location, timing factors, and projected success of restoration or creation.

(2) Where wetland creation is proposed, all required buffers for the creation site shall be located on the proposed creation site. Properties adjacent to or abutting wetland creation projects shall not be responsible for providing any additional buffer requirements.

(3) The following acreage replacement ratios shall be used as targets. The Planning and Community Development Director may vary these standards if the applicant can demonstrate and the Planning and Community Development Director or designee agrees that the variation will provide adequate compensation for lost wetland area, functions and values, or if other circumstances as determined by the Planning and Community Development Department justify the variation.

(4) The qualified scientific professional in the wetlands report may, where feasible, recommend that restored or created wetlands shall be a higher wetland category than the altered wetland.

(d) The Planning and Community Development Director may increase the ratios under the following circumstances:

- (1) Uncertainty exists as to the probable success of the proposed restoration or creation; or
- (2) A significant period of time will elapse between impact and replication of wetland functions.

(e) All wetland restoration, creation and/or enhancement projects required pursuant to this chapter either as a permit condition or as the result of an enforcement action shall follow a mitigation plan prepared in conformance to the requirements of Section [14.88.275](#), Mitigation/Enhancement Plan Requirements.

(f) Mitigation ratios for the replacement of impacted wetlands shall be as listed in Table 14.88-IV. However, Table 14.88-IV shall not apply to bogs, because it is not possible to create or restore bogs due to their unique chemistry and hydrology. Therefore, impacts to bogs are considered to be a loss of functions and shall be avoided.

Table 14.88-IV: Wetland Mitigation Ratios

Affected Wetland	Mitigation Type and Ratio			
Category	Re-establishment or Wetland Creation	Rehabilitation	Re-establishment or Creation (R/C) and Enhancement (E)	Enhancement Only
Category IV	1.5:1	3:1	1:1 R/C and 2:1 E	6:1
Category III	2:1	4:1	1:1 R/C and 2:1 E	8:1
Category II	3:1	6:1	1:1 R/C and 4:1 E	12:1
Category I – Forested	6:1	12:1	1:1 R/C and 10:1 E	24:1
Category I – Score Based	4:1	8:1	1:1 R/C and 10:1 E	16:1
Category I – Bog	Not considered possible	N/A	N/A	N/A

(Ord. 811, Sec. 92, 2010; Ord. 773, Sec. 2, 2008; Ord. 741, Sec. 2, 2007)

(g) Buffer Mitigation Ratios. Impacts to buffers shall be mitigated at a minimum 1:1 ratio. Compensatory buffer mitigation shall replace those buffer functions lost from development.

(h) The applicant may propose innovative site design based on the best available science and pursuant to Section 14.88.298 if the innovative development design will achieve protection equivalent to or better than the standard provisions of this Chapter. Approval of the innovative site design will be considered in combination with criteria listed in Section 14.88.298 if the design achieves the following:

- (1) The site design avoids impacts to the critical area; or
- (2) The site design increases the functions and/or values of the wetland and buffer with a combination of the following measures:
 - (i) Improving water quality functions and values of the wetland and buffer by reducing fine sediment and pollutant input in the watershed by increasing hydrologic retention and filtration;
 - (ii) Improving the hydrologic functions and values of the wetland and buffer by providing increased flood control adjacent to a stream channel or by improving water storage ability in the wetland system to increase groundwater recharge potential; and
 - (iii) Increasing habitat for aquatic, amphibian and invertebrate species and associated wetland bird and mammal species.

(i) Credit/Debit Method. As an alternative to the mitigation ratios found in the joint guidance *Wetland Mitigation in Washington State Parts I and II* (Ecology Publication #06-06-011a-b, Olympia, WA, March 2006), the Director or Designee may allow mitigation based on the “credit/debit” method developed by the Department of Ecology in *Calculating Credits and Debits for Compensatory Mitigation in Wetlands of Western Washington: Final Report*, (Ecology Publication #10-06-011, Olympia, WA, March 2012, or as revised).

Part IX. Transfer of Development Rights

14.88.900 Definitions.

- (a) “Development rights” are those rights granted to a property owner under a particular zoning district.
- (b) “Transferable rights” include dwelling unit equivalents (density) and commercial/industrial square footage. (Ord. 773, Sec. 2, 2008; Ord. 741, Sec. 2, 2007)

14.88.910 Intent and General Regulations of Transferring Development Rights (TDR).

- (a) The purpose in allowing the transfer of density is:
 - (1) To allow for the transfer of development rights out of critical areas into buildable areas; and
 - (2) To allow a property owner to recover a portion of the development value from property that may be used for a public purpose.
- (b) TDR is not a guarantee that full development value can be recovered from a parcel of land designated as a sending area. Certain market forces may limit demand for density transfers including limitations placed on critical area receiving district capacities; particularly where all such districts are built out. Value of development rights shall be determined by the market for said rights and shall in no way be the responsibility of the City of Lake Stevens.
- (c) All transfers must be consistent with the policies of the City’s Comprehensive Plan and the provisions of this chapter. In particular, land developed within a critical area receiving district through the

transfer of development rights shall comply with all use, dimensional, parking, screening, etc., requirements as set forth in this title.

- (d) Development rights may be transferred out of areas designated as critical area sending districts and only into areas designated as critical area receiving districts. They may be transferred within or across ownership boundaries.
- (e) When development rights are transferred off site, the property owners shall provide and enter into a contract with one another which, at a minimum, shall acknowledge their participation and acceptance. (Ord. 773, Sec. 2, 2008; Ord. 741, Sec. 2, 2007)

14.88.920 Qualifications for Designation of Land as a Critical Area Sending or Receiving District.

- (a) All areas classified as a critical area by this chapter shall be considered critical area sending districts. Additionally, land that does not qualify as a critical area but which has been determined by City Council to be land suitable for a public purpose may be designated as critical area sending districts by the Planning and Community Development Director with the concurrence of the majority ownership of the land.
- (b) Any parcel or portion of a parcel on which development can occur per this title may be designated as a critical area receiving district by the Planning and Community Development Director with the concurrence of the majority ownership of the land. (Ord. 773, Sec. 2, 2008; Ord. 741, Sec. 2, 2007)

14.88.930 Designation Process.

- (a) Critical area sending or receiving districts are considered overlay zones allowed per Section [14.88.920](#), Qualifications for Designation of Land as a Critical Area Sending or Receiving District. Designation as a critical area sending or receiving district is the equivalent of a rezone and shall be accomplished by the same process as specified in Section [14.16C.090](#).
- (b) Underlying land use and zoning designations may be changed by the legislative authority granted to the City through its normal Comprehensive Plan amendment or rezoning procedures. However, the land will retain the critical area sending district designation until that designation is specifically removed.
- (c) Land designated as a critical area sending or receiving district shall be shown as an overlay district on the Official Zoning Map. The map shall be modified upon each designation or revocation.
- (d) Designation or revocation as a critical area sending or receiving district shall be recorded with the Snohomish County recorder's office and shall run with the land. (Ord. 903, Sec. 55, 2013; Ord. 811, Sec. 74, 2010; Ord. 773, Sec. 2, 2008; Ord. 741, Sec. 2, 2007)

14.88.940 Designation Revocation.

- (a) Land that has been designated as a critical area sending district shall retain its designation:
 - (1) Until all development rights calculated for that parcel have been transferred; or
 - (2) For a period of three years, whereby the designation may be reviewed for reconsideration. The designation may be continued upon all of the following findings being met:
 - (i) The property retains the same characteristics that qualified it as a critical area receiving district in the first place.

- (ii) The owner(s) of the property desire a continuation of the designation.
- (iii) It is still in the public interest to continue the designation.

(b) Land that has been designated a critical area receiving district shall retain its designation until the property has yielded its development potential.

(c) The Council may reconsider designation revocation of a noncritical area when it determines that the property is no longer suitable for public use.

(d) Revocation of a critical area sending or receiving district designation shall not affect the underlying land use designation or zone. (Ord. 773, Sec. 2, 2008; Ord. 741, Sec. 2, 2007)

14.88.950 Calculating Transferable Development Rights.

- (a) Maximum transferable development rights shall be calculated for each parcel or portion of a parcel by calculating the theoretical development capacity were the land not classified as a critical area. Theoretical development capacity is calculated based on the requirements of this title, in particular Chapter [14.48](#), Density and Dimensional Regulations, but also taking into account the requirements of all other chapters (e.g., parking, screening, fire code, building code, etc.).
- (b) Only like development rights may be transferred, and may only be transferred to a zone allowing a similar use, e.g., commercial square footage may be transferred out of a commercial district and into another commercial district or an industrial district that allows commercial uses. (Ord. 773, Sec. 2, 2008; Ord. 741, Sec. 2, 2007)

Part X. Mitigation Plan Requirements

14.88.960 Criteria.

Repealed by Ord. 741. (Ord. 468, 1995)