

# CITY COUNCIL MEETING AGENDA



## *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.*

December 19, 2023 - 6:00 PM

### **WAYS TO PARTICIPATE:**

**In Person: The Mill, Sawyers Room, 1808 Main Street, Lake Stevens**

**or Join Zoom Meeting: <https://lakestevenswa.zoom.us/j/81970168527>**

**or call in at (253) 215-8782 Meeting ID 819 701 68527**

1. **Call to Order**
2. **Pledge of Allegiance** Mayor
3. **Roll Call**
4. **Approval of Agenda** Council President
5. **Guest Business**
6. **Citizen Comments**
7. **Council Business** Council President
8. **Mayor's Business**
9. **City Department Report**
10. **Consent Agenda**
  - A. City Council Meeting Minutes of November 28, 2023 Kelly Chelin
  - B. City Council Meeting Minutes of December 5, 2023 Kelly Chelin
  - C. Lake Stevens Food Bank Licensee Agreement Sarah Garceau
  - D. Cancel the Council Meeting of December 26, 2023 Kelly Chelin
  - E. Interlocal Agreement with the Everett Animal Shelter Jeffrey Beazizo
  - F. Board and Commission Reappointments Kelly Chelin
11. **Closed Record Hearing**
  - A. Mulvaney Rezone Jill Needham
12. **Action Items**
  - A. 2024 State Legislative Agenda Russ Wright, Gene Brazel

**13. Executive Session - Confidential Session of the Council**

- A. Discussion of Potential Litigation and Collective Bargaining per RCW 42.30.110

**14. Adjourn**

***THE PUBLIC IS INVITED TO ATTEND***

*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.**

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

Tuesday, November 28, 2023, at 6:00 p.m.

By Remote Participation via Zoom and In Person at The Mill, 1808 Main Street, Lake Stevens.

CALL TO ORDER: 6:00 p.m. by Mayor Brett Gailey

ELECTED OFFICIALS PRESENT: Councilmembers Kim Daughtry, Gary Petershagen, Ryan Donoghue, Mary Dickinson, Marcus Tageant, Steve Ewing and Anji Jorstad

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**Call to Order**

Mayor Gailey called the meeting to order at 6:00 p.m.

**Pledge of Allegiance**

Mayor Gailey led the Pledge of Allegiance.

**Oath of Office**

Mayor Gailey conducted the Oath of Office to returning Councilmember Ryan Donoghue.

**Roll Call**

All Councilmembers were present.

**Approval of the Agenda**

MOTION. Councilmember Dickinson made a motion, seconded by Councilmember Petershagen, to approve the agenda. The motion passed 7-0-0-0.

**Guest Business**

New Police Officers Dante Burns and Beau Zelenock

Promotion for Corporal Jason Holland

**Citizen Comments**

Melissa Knaak, Lake Stevens. Melissa thanked Councilmember Dickinson for all her work on the City Council.

**Council Business**

**Mayor's Business**

**City Department Report**

Risk Management Update

Risk Manager Roth provided an update to the Council.

**Consent Agenda**

Councilmember Daughtry stated he informed the City Clerk about a few typos in the November 14, 2023 meeting minutes and those will be fixed.

**MOTION.** Councilmember Daughtry made a motion, seconded by Councilmember Jorstad, to approve the consent agenda. The motion passed 7-0-0-0. The consent agenda included the following:

- 2023 Vouchers
- City Council Meeting Minutes of November 14, 2023 (as amended)
- Bridge Coordination Services (Domestic Violence Coordinator)
- ILA for Jail Services from City of Marysville for Lake Stevens - First Amendment
- Snohomish Regional Drug Task Force ILA Extension
- Public Safety Testing Subscriber Agreement
- Appointment to the Library Board

**Action Items****Catherine Creek Park Lease Renewal**

Parks Coordinator Meis explained that on August 29, 1973, the City and Lake Stevens School District entered a 25-year lease for Catherine Creek Park located at 12708 20th Street NE. The lease has been renewed twice for 10-year intervals and once for a 5-year interval. The park is used frequently and hosts disc golf tournaments and fundraisers. The lease requires the city to initiate the renewal one year prior to the expiration of the lease. The current lease expires on January 1, 2025. Lake Stevens leases the Community Park at Catherine Creek from Lake Stevens School District for \$1 a year.

**MOTION.** Councilmember Daughtry made a motion, seconded by Councilmember Ewing, to authorize the Mayor to sign lease renewal for Catherine Creek Park. The motion passed 7-0-0-0.

**Review Draft Council Agenda for December 5, 2023 Workshop Meeting****Adjourn**

**MOTION.** Councilmember Petershagen made a motion, seconded by Councilmember Donoghue, to adjourn the meeting. The motion passed 7-0-0-0.

The meeting was adjourned at 6:32 p.m.

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Brett Gailey, Mayor

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Kelly M. Chelin, City Clerk

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

December 5, 2023, at 6:00 p.m.

By Remote Participation via Zoom and In Person at The Mill, 1808 Main Street, Lake Stevens.

CALL TO ORDER: 6:00 p.m. by Council President Jorstad

ELECTED OFFICIALS PRESENT: Mayor Brett Gailey, Councilmembers Anji Jorstad, Kim Daughtry, Gary Petershagen, Marcus Tageant, Steve Ewing, Mary Dickinson and Ryan Donoghue

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**Call to Order**

Council President Jorstad called the meeting to order at 6:00 p.m.

**Discussion Items**

Audit Exit Conference – Erika Davies and Lingyun Zhon from the State Auditor's Office presented to the Council.

FLOCK Safety Discussion

Ogden Murphy Wallace Contract - 2024 Fee Amendment

Review of Draft Council Agenda for December 12, 2023

**Adjournment**

The meeting adjourned at 7:07 p.m.

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Brett Gailey, Mayor

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Kelly M. Chelin, City Clerk

# CITY COUNCIL STAFF REPORT



**Agenda Date:** 12/19/2023

**Subject:** Lake Stevens Food Bank Licensee Agreement

**Contact Person/Department:** Sarah Garceau, Parks Department

**Budget Impact:** \$10 monthly + leasehold

**Legal Review:** Yes

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## **RECOMMENDATION(S)/ACTION REQUESTED:**

Approve the mayor to sign a licensee agreement with Lake Stevens Food Bank to allow a storage container at Eagle Ridge Park.

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## **SUMMARY/BACKGROUND:**

The Lake Stevens Food Bank has rented the pole building at Eagle Ridge Park since 2016. The food bank also brought a storage container to store perishable food items. This storage container was placed adjacent to the pole building on the west side. With the construction of the permanent Food Bank facility on 20th Street SE, the food bank has vacated the building, but does not have room for the container at the new location. The food bank is actively trying to sell or relocate the container. The attached agreement has been signed by the food bank and outlines the provisions for the storage and removal of the container by May 1, 2024.

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## **APPLICABLE CITY POLICIES:**

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## **ATTACHMENTS:**

1. License agreement w att A

## **TEMPORARY LICENSE AND STORAGE CONTAINER USE AND ACCESS AGREEMENT**

This Temporary License and Storage Container Use and Access Agreement ("Agreement"), effective as of the later of the signature dates appearing below, is made and entered into by and between the Lake Stevens Community Food Bank Association, a Washington nonprofit corporation ("Licensee") and the City of Lake Stevens, a municipal corporation of the State of Washington ("Property Owner") (collectively, "the parties").

WHEREAS,

Licensee has previously leased and occupied real property owned by Property Owner at 2420 Soper Hill Road, Lake Stevens, Washington, Snohomish County Tax Parcel 00604900000501 ("the Property"); and

Currently owns and desires to continue the maintenance and use of a storage container that remains on the Property as shown on Attachment A hereto (red coloring), and

Property Owner is willing to grant Licensee the right to enter the Property and to maintain and use the storage container for a limited period of time, allowing the Licensee time to make arrangements for its removal and relocation, subject to the terms of this Agreement.

NOW, THEREFORE, in consideration of the premises and the mutual covenants set forth herein and for other good and valuable consideration the receipt and sufficiency of which is hereby acknowledged, Licensee and the Property Owner mutually agree as follows:

1. Property Owner hereby grants the Licensee, its employees, contractors, successors and assigns, a license ("License") to maintain and continue use of the storage container at its existing location on the Property ("License Area"). This License includes ingress and egress over the Property to access the storage container for a period ending no later than May 1, 2024.
  - a. The License Area is located on a portion of the Property, shown in red coloring on Attachment A hereto.
2. In consideration for Property Owner granting Licensee this License, Licensee agrees as follows:
  - a. TERM. This License Agreement shall be in effect upon full execution and subject to the right of the Property Owner to terminate this License Agreement at any time upon 30 days advance written notice to the Licensee, this License Agreement shall remain in effect until April 30, 2024. No later than by 5:00 pm on the termination date of this License Agreement,

the Licensee shall have removed the storage container and its contents from the Property.

- b. **LICENSE FEE.** Licensee will pay to the Property Owner \$10.00 per month during the term of this Agreement on the 1<sup>st</sup> day of each month beginning January 1, 2024. The payments shall be paid at: *Accounts Payable, City of Lake Stevens, 1812 Main Street, Post Office Box 257, Lake Stevens, WA 98258*. In the event Licensee should fail to pay any fee installment within ten (10) days after the date it is due, Licensee shall pay Property Owner a late charge of 5% of the delinquent payment, which late charge shall constitute additional license fee due hereunder.
  - c. **LEASEHOLD EXCISE TAX.** Licensee is responsible for payment of any and all leasehold excise tax determined by the Washington State Department of Revenue to be due as a result of this Agreement. During any month when Licensee does not qualify for exemption from leasehold excise tax pursuant to Chapter 82.29A RCW, as additional license fee the Licensee shall pay to the Property Owner with the monthly license fee a sum equal to 12.84% of the monthly license fee for leasehold excise tax. Said additional license fee shall be modified in accordance with any change in the leasehold excise tax rate occurring during the term of this Agreement, or any extension or holdover thereof, which modification shall be effective on the date the tax rate changes. The Property Owner shall give written notice to the Licensee of any change in the leasehold excise tax rate. Licensee shall be solely responsible for providing the Property Owner with proof and documentation demonstrating Licensee's exemption from leasehold excise tax.
  - d. **USEAGE** The storage container may be used only for dry storage of food product and the Licensee's personal property, and not for any other purpose without the express written consent of the Property Owner. Under no circumstances shall hazardous substances or materials be stored in the storage container.
  - e. **COMPLIANCE WITH LAWS.** Licensee shall promptly comply with all applicable laws, ordinances, order, and regulations now in effect, or as hereafter amended, affecting it's ownership and usage of the storage container and its cleanliness, safety, occupation and use. The Licensee will not use or permit the use of the storage container in any such manner as will tend to create a nuisance, or unnecessarily or unreasonably disturb other lessees or occupants of the Property.
  - f. **LOSS PREVENTION.** Licensee shall not use any vehicles, machinery or equipment on the Property that might be injurious to the Property and its improvements. Licensee shall not perform any act or carry on any practices that may damage the Property or its improvements or become a nuisance, or unnecessarily or unreasonably disturb other lessees or occupants of the Property. Licensee shall not commit or suffer any waste upon the Property.
  - g. **AT TERMINATION.** Upon termination of the term of this Agreement, Licensee shall vacate the Property and remove the storage container without damage to the Property or its improvements.
3. **UTILITIES.** Licensee agrees that the Property Owner will supply no utilities and acknowledges that utility services on the Property are not available to the Licensee.

4. RISK OF LOSS. The storage container and all personal property of Licensee kept or maintained on the Property under the terms of this Agreement shall be at the risk of Licensee. Property Owner has no obligation to provide security or protection from theft or vandalism.
5. HOLDHARMLESS/INDEMNIFICATION. Licensee shall protect, hold harmless, indemnify, and defend, at its own expense, the Licensee, its appointed officials, officers, employees, and agents from any loss or claim for damages of any nature whatsoever, including claims by third parties or by the Licensee's employees from which it would otherwise be immune under Title 51 RCW or other law, arising out of any act or omission on or about the Property or relating to this License by the Licensee, its officer, employees, or agents.
6. This Agreement forms the entirety of the covenants, promises, agreements, and conditions between the parties. It shall be interpreted, construed, and enforced in all respects in accordance with the laws of the State of Washington. No modifications of this Agreement shall be effective unless reduced to a writing and executed by the parties. Such changes, including any increase or decrease in work, shall be explicitly identified as an addendum and become part of the Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement on the dates stated below.

LAKE STEVENS  
COMMUNITY FOOD BANK ASSOCIATION

By: *Sophina Nunez*  
Name: Sophina Nunez (Dec 13, 2023 13:27 PST)  
Its:  
Date: Dec 13, 2023

CITY OF LAKE STEVENS

By: \_\_\_\_\_  
Name: Brett Gailey  
Its: Mayor  
Date: \_\_\_\_\_

Attest:

\_\_\_\_\_  
City Clerk

Approved as to form:

\_\_\_\_\_  
City Attorney

Attachment A - Site Plan



# License agreement w site plan

Final Audit Report

2023-12-13

|                 |                                                     |
|-----------------|-----------------------------------------------------|
| Created:        | 2023-12-13                                          |
| By:             | Jaclyn Lewandowski (jlewandowski@lakestevenswa.gov) |
| Status:         | Signed                                              |
| Transaction ID: | CBJCHBCAABAAYu_WxxD3euj79DkTtw49j42zxfGIEulX        |

## "License agreement w site plan" History

-  Document created by Jaclyn Lewandowski (jlewandowski@lakestevenswa.gov)  
2023-12-13 - 9:20:36 PM GMT
-  Document emailed to Sophina Nunez (sophina.n@aafcclinic.com) for signature  
2023-12-13 - 9:21:22 PM GMT
-  Email sent to jmeis@lakstevenswa.gov bounced and could not be delivered  
2023-12-13 - 9:21:30 PM GMT
-  Email viewed by Sophina Nunez (sophina.n@aafcclinic.com)  
2023-12-13 - 9:26:36 PM GMT
-  Document e-signed by Sophina Nunez (sophina.n@aafcclinic.com)  
Signature Date: 2023-12-13 - 9:27:02 PM GMT - Time Source: server
-  Agreement completed.  
2023-12-13 - 9:27:02 PM GMT

# CITY COUNCIL STAFF REPORT



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**Agenda Date:** 12/19/2023

**Subject:** Interlocal Agreement with the Everett Animal Shelter

**Contact Person/Department:** Jeffrey Beazizo, Police Department

**Budget Impact:**

**Legal Review:** No

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

Authorize the Mayor to sign the Everett Animal Shelter ILA.

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**SUMMARY/BACKGROUND:**

The Lake Stevens Police Department and the Everett Animal Shelter partner with an Interlocal Agreement Regarding Animal Shelter Services. This Agreement is pursuant to RCW 39.34.010 and 39.34.080, which authorize the parties to contract for the performance of government services such as Animal Shelter services. This Agreement will continue for the initial 1-year term (January 1, 224 – December 31, 2024) and will be automatically renewed for additional one-year terms, subject to the right of either party to terminate this Agreement on sixty (60) days' notice.

A summary of changes from 2023 include:

Holding time for animals with known owners is reduced from 10 days to 6 days, consistent with the Everett municipal code.

Lower 'per-animal fee' from \$250 in 2023 to \$215 for 2024 for dogs and cats.

New \$50 'per-animal fee' for all small animal intakes, and dogs and cats released to the shelter by their owners.

The lower impound and surrender fees charged to pet owners will be retained by Everett.

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All stray, impounded and surrendered animal intakes will be billed to cities at the new rates.

New, lower \$45 disposal fee for DOA animals brought to the shelter by officers.

If urgent veterinary services are required upon the animal's intake, cities will be billed up to \$250 for these services provided by Everett Animal Shelter. If the animal is reclaimed, these veterinary fees will be paid by the owner and not billed to the city.

Boarding fees have increased from \$20 to \$25/night for extended hold time at the written request of a city officer.

Animal remains may be held upon request by the city in an Everett Animal Shelter cooler or freezer for \$50/month or a portion of a month.

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**APPLICABLE CITY POLICIES:**

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**ATTACHMENTS:**

1. Everett Animal Shelter

September 27, 2023

City of Lake Stevens  
Mayor Brett Gailey  
PO Box 257  
Lake Stevens, WA 98258-0257

Dear Mayor Gailey:

Thank you for being a valued partner with the Everett Animal Shelter (EAS). Please be aware that this is notification that the current interlocal agreement for animal sheltering will expire on December 31, 2023. It will be replaced with a new agreement, enclosed, effective January 1, 2024.

While the number of stray and impounded animals entering the Everett Animal Shelter has decreased in recent years, as in all areas, operational costs continue to rise. Our partner cities are currently charged a 'per-animal fee' that is based on cost of shelter operations divided by the number of animal intakes.

Increases to the 'per-animal fee' have made it harder and harder for families to reclaim their lost pets, and EAS staff are increasingly confronted by angry and emotional people who can't afford the fees. Staff are faced with either turning families away or seeking approval to reduce fees. Nationally, most animal shelters charge much lower reclaim and surrender fees to pet owners and charge contracted jurisdictions separate fees for animal sheltering service.

We have restructured our animal sheltering agreement and lowered fees charged to pet owners and our city partners, and we have incorporated several suggestions from our cities. We feel that this new structure is fair and cost-effective for all parties, and it is more consistent with how most animal sheltering contracts are structured.

Please see the enclosed updated agreement for your review. A summary of changes include:

- Holding time for animals with known owners is reduced from 10 days to 6 days, consistent with Everett municipal code. We encourage our partner jurisdictions to amend their municipal code for consistency, and to help move animals through the shelter system more quickly.
- Lower 'per-animal fee' from \$250 in 2023 to \$215 for 2024 for dogs and cats.
- New \$50 'per-animal fee' for all small animal intakes, and dogs and cats released to the shelter by their owners.
- The lower impound and surrender fees charged to pet owners will be retained by Everett.
- All stray, impounded and surrendered animal intakes will be billed to cities at the new rates.
- New, lower \$45 disposal fee for DOA animals brought to the shelter by officers.
- We encourage partner jurisdictions to provide any urgent veterinary care needed prior to an animal's arrival. If urgent veterinary services are required upon the animal's intake, cities will be

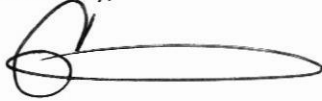
billed up to \$250 for these services provided by EAS. If the animal is reclaimed, these veterinary fees will be paid by the owner and not billed to the city.

- Boarding fees have increased from \$20 to \$25/night for extended hold time at the written request of a city officer.
- Animal remains may be held upon request by city in EAS cooler or freezer for \$50/month or portion of month.

A template of the new interlocal agreement is enclosed for your review. We now use Everett's AdobeSign system to sign contracts electronically. Please notify me by email at your earliest convenience of your city's intent to sign the agreement, so that we may collect the required contact information and prepare the document for signature routing.

If you have any questions regarding this matter please call me at 425-257-6013 or email [gfrederiksen@everettwa.gov](mailto:gfrederiksen@everettwa.gov).

Sincerely,

A handwritten signature in black ink, appearing to be 'Glynis', followed by a long horizontal oval stroke.

Glynis Frederiksen  
Animal Services Manager

Cc: Kimberly Moore, Assistant Parks Director



## INTERLOCAL AGREEMENT REGARDING ANIMAL SHELTER SERVICES

This Interlocal Agreement Regarding Animal Shelter Services ("**Agreement**") is effective as of the date of last signature below and is between the City of Everett, a Washington municipal corporation (the "**Everett**"), and the entity identified as Participating Jurisdiction in the Basic Provisions below ("**Participating Jurisdiction**"). This Agreement is pursuant to RCW 39.34.010 and 39.34.080, which authorize the parties to contract for the performance of government services such as Animal Shelter services. This Agreement includes the Basic Provisions, the General Provisions, the attached illustrative service list (Exhibit A), and the fee schedule (Exhibit B).

| BASIC PROVISIONS                          |                                                                                          |
|-------------------------------------------|------------------------------------------------------------------------------------------|
| Participating Jurisdiction                | Enter Participating Jurisdiction name<br><b>CITY OF LAKE STEVENS</b>                     |
| Participating Jurisdiction Notice Address | Enter Participating Jurisdiction name<br><b>CITY OF LAKE STEVENS - POLICE DEPARTMENT</b> |
|                                           | Enter Participating Jurisdiction street address<br><b>1825 S LAKE STEVENS RD</b>         |
|                                           | Enter Participating Jurisdiction city, state, zip<br><b>LAKE STEVENS WA 98258</b>        |
|                                           | Enter Participating Jurisdiction email address<br><b>LSPD@LAKESTEVENSWA.GOV</b>          |
| Everett Notice Address                    | Enter PM name                                                                            |
|                                           | City of Everett -- Enter PM's department                                                 |
|                                           | Enter PM office street address                                                           |
|                                           | Enter PM office city, state, zip                                                         |
|                                           | Enter PM email address                                                                   |
| Term of Agreement                         | From <b>1-1-2024</b> to <b>12-31-2024</b>                                                |

## GENERAL PROVISIONS

### I. Scope of Services.

A. Everett shall provide the services described herein for Animals found or living in the Participating Jurisdiction that are delivered to Everett's Animal Shelter. In consideration of Everett providing such services, Participating Jurisdiction agrees to comply with the provisions of this Agreement.

B. For purposes of this Agreement:

1. **"Animal"** refers to any member of the classes reptile, amphibian, bird or non-human mammal.
2. **"Small Animal"** refers to domestic Animals that are rabbits, small mammals, small birds/fowl, small reptiles, amphibians, and fish. Small Animal does not refer to dogs or cats.

C. Animal Shelter services provided by Everett shall include:

1. Receiving, sheltering, and holding stray, impounded, and owner-surrendered Animals at facilities operated by Everett, provided that Everett determines that capacity is available at the time of delivery. Sheltering will include daily care, feeding and routine veterinary services. Exhibit A is a current list of services provided by the Everett Animal Shelter. Exhibit A is provided solely for illustrative purposes. Everett Animal Shelter services (including without limitation those described in Exhibit A) may, in the sole discretion of Everett, change from time to time without prior notice to Participating Jurisdiction.
2. Making a reasonable effort at the time of intake to verify each stray Animal's ownership status when delivered by finder to Everett, including scanning for microchips, checking for identification, and requesting information pertaining to how the Animal was found. Participating Jurisdiction is responsible for pursuing any payment directly from any individual later discovered to have provided incorrect or incomplete or false information about an Animal's ownership.
3. Providing owner notification and releasing Animals to their owners. When any identified Animal is impounded, Everett will attempt to give notice to the owner by telephone. The notice shall inform the owner of the impounding of such Animal, the reason for impounding and the time period during which the Animal can be claimed prior to disposition. It shall, however, be the entire responsibility of the owner to ascertain that the Animal has been impounded and to take such measures as the owner deems fit for redeeming the Animal. Everett shall not be responsible for failing to notify an Animal owner.
4. Disposing of Animals, including through adoption, transfer or humane destruction of Animals not claimed by an owner, in accordance with the provisions of Participating Jurisdiction's laws and regulations, the provisions of Everett Municipal Code, the

provisions of applicable Everett regulations, and the provisions of this Agreement. In the event of a conflict between any such provisions, the parties will engage in discussions and mutually agree which controls. Everett reserves the right to use reasonable and humane alternatives to euthanasia.

5. Disposing of dead Animals delivered to the Everett Animal Shelter by Participating Jurisdiction's animal control officer or designee. (Participating Jurisdiction will pay for Dead-on-Arrival (DOA) Animals in accordance with Exhibit B attached.)

D. Everett reserves the right to refuse acceptance of any Animal, where, in the opinion of the Animal Services Manager or designee, the Shelter does not have facilities, capacity, or expertise appropriate or available to accommodate the needs of the Animal.

E. Prior to a Participating Jurisdiction's animal control officer or designee delivering an Animal to the Everett Animal Shelter, any reasonably apparent, urgent, or necessary veterinary care shall have been already provided by Participating Jurisdiction. In the event an Animal in need of such veterinary care is delivered to the Everett Animal Shelter by an officer or designee without prior notification and authorization by Everett, and veterinary care was not provided, Participating Jurisdiction agrees to pay and will be billed for (1) the cost of such care and any direct cost incurred by Everett to provide such care, with total up to \$250, and (2) a \$200 additional fee. However, if Everett provides advance authorization to deliver the Animal to the Everett Animal Shelter, the additional \$200 fee will not apply.

F. Everett agrees to provide Animal Shelter Services for stray and impounded Animals delivered to the Everett Animal Shelter for the following periods:

1. Seventy-two (72) hours from the hour of delivery for unlicensed stray Animals and currently licensed stray Animals that do not display a license tag or traceable, registered microchip with current owner contact information.

2. One hundred forty-four hours (144) from the hour of delivery for (a) currently licensed stray Animals displaying a license tag and/or traceable, registered microchip with current owner contact information and (b) impounded Animals with a known owner at the time the Animal is delivered to the Everett Animal Shelter by a Participating Jurisdiction's animal control officer or designee.

3. At the written request of Participating Jurisdiction, for a period longer than that set forth in I.F.1 or I.F.2. In such cases, Participating Jurisdiction agrees to pay Everett the daily boarding fee, starting with the 11th day from the date of delivery.

G. Unless otherwise specified by Participating Jurisdiction, Everett will release an impounded stray Animal to any person who claims to be and has evidence of the ownership of such Animal.

H. Everett has no obligation to release an Animal to its owner until fees associated with the Animal have been paid. Regardless of the foregoing sentence, Everett, may, in its sole

discretion, release an Animal to its owner upon accepting less than the full amount of fees owed, if it is in the best interest of the Animal and the operations of the Everett Animal Shelter. All fees collected by Everett will be retained by Everett.

I. Participating Jurisdiction agrees to furnish Everett copies of all provisions of Participating Jurisdiction's Municipal Code and regulations affecting Everett's performance under this Agreement and shall notify Everett at least thirty (30) days prior to the effective date of any amendment or revision of the code or regulations.

J. Everett shall have the authority to immediately sell or dispose of owner-surrendered Animals, and stray and impounded Animals after the period(s) provided in section I.F if not claimed as provided in sections I.G and I.H. The proceeds of such sale shall belong to Everett. Any such sale or disposition by Everett shall be in accordance with all applicable state statutes and state administrative codes.

K. Everett shall not sell or donate any Animal for the purpose of scientific research or testing.

## **II. Term of Agreement.**

The initial term of this Agreement is as provided in the Basic Provisions. This Agreement will continue for the initial term and will be automatically renewed for additional one-year terms, subject to the right of either party to terminate this Agreement on sixty (60) days' notice in accordance with Section IV below.

## **III. Fees.**

A. Participating Jurisdiction agrees to pay Everett, within thirty (30) days of receipt of an invoice or statement from Everett, all fees incurred pursuant to this Agreement in accordance with Exhibit B. Administrative fees are based on the Animal Shelter's per-Animal maintenance and operation costs and may be adjusted in accordance with section III.B below. Participating Jurisdiction shall pay the administrative fee for any Animal born at the Everett Animal Shelter to an Animal delivered to Everett from Participating Jurisdiction during the holding periods set forth in section I.F.1-3.

B. Everett may adjust the fees imposed pursuant to this Agreement in Exhibit B on an annual basis to be effective on January 1 of each calendar year. If Everett intends to adjust Exhibit B, it will give Participating Jurisdiction at least ninety (90) days written notice of its intent to do so.

C. Everett, in its sole discretion, may establish and charge fees for additional and/or optional services.

D. Everett shall deliver a monthly invoice detailing the total number of Animals delivered and their disposition. Each invoice shall also be accompanied by a list that covers the same period as the invoice, showing the name, address, phone number and driver's license number of the person delivering the Animal that corresponds to each Animal on the invoice, the address where the Animal was found, if stray or impounded, and the name, address, phone

number and driver's license number of any person reclaiming an Animal during the invoice period. The invoice shall include a detailed list of any Animal that incurred other fees or charges during the invoice period, including any Animal held pursuant to section I.F.3., the number of billable nights held, and the name of the Participating Jurisdiction's Animal Control Officer or other representative requesting the hold or other activity.

E. Everett must maintain adequate records to support billings for a period of six (6) years after the date of billing. Participating Jurisdiction or any of its duly authorized representatives shall have access to any books, documents, papers and records of Everett which are directly related to this Agreement for the purposes of audit examinations.

#### **IV. Termination.**

Either party may terminate this Agreement, for any reason, by sixty (60) days' written notice to the other party.

#### **V. Indemnification.**

A. Each party agrees to defend, indemnify and hold harmless the other party from any and all claims arising out of, in connection with, or incident to its conduct relating to this Agreement. A party shall not indemnify the other party for the other party's sole negligence. If a claim is caused by or results from the conduct of both parties, each party shall be responsible to the extent of its fault.

B. As used in this paragraph, "claims" include, but are not limited to, any and all losses, claims, demands, expenses (including, but not limited to, attorney's fees and litigation expenses), suits, judgments, or damages, irrespective of the type of relief sought or demanded, such as money or injunctive relief, and irrespective of whether the damage alleged is bodily injury, damage to property, economic loss, general damages, special damages, or punitive damages. "Party" includes Everett, Participating Jurisdiction and their employees, volunteers, officers, representatives, and elected officials.

#### **VI. Miscellaneous.**

A. Notices. Notices to the parties shall be sent to the notice addresses in the Basic Provisions.

B. Construction. Each party acknowledges that it has read this Agreement, understands it and agrees to be bound by its terms. Each party acknowledges that the Agreement should not be strictly construed against one party or the other, but interpreted reasonably and fairly so as to give effect to the manifest intentions of the parties.

C. Modification. This Agreement may not be modified except by a written instrument duly executed by the parties hereto.

D. Severability. In the event that any provision of this Agreement is held invalid, void, illegal or unenforceable, the remainder of this Agreement shall not be impaired or affected thereby, and each term, provision, and part shall continue in full force and effect and shall be interpreted in a manner consistent with the intent of the parties.

E. Headings for Convenience. The section and subsection headings used herein are for convenience only and shall not be used to interpret the Agreement.

F. Assignment Barred. Neither party may assign its rights or duties under this Agreement without the prior written consent of the other party

G. Complete Agreement. This Agreement contains the complete and integrated understanding and agreement between the parties and supersedes any understanding, Agreement or negotiation whether oral or written not set forth herein.

H. Governing Law and Venue. The laws of the State of Washington shall govern this Agreement. Any lawsuit regarding this Agreement must be brought in the Superior Court of Snohomish County, Washington.

I. Relationship of Parties. Everett and Participating Jurisdiction shall not be construed as joint ventures or general partners, and neither shall have the power to bind or obligate the other party.

J. No Third-Party Rights. The provisions of this Agreement are intended solely for the benefit of, and may only be enforced by, the parties hereto. None of the rights or obligations of the parties herein set forth is intended to confer any claim, cause of action, remedy, defense, legal justification, indemnity, contribution claim, set-off, or other right whatsoever upon or for the benefit of any third party. This Agreement does not create any legal duty by any of the parties, except such contractual duties between them as explicitly stated in the Agreement.

K. Interlocal Cooperation Act. Each party to this Agreement shall serve as an administrator of this Agreement for the purposes of compliance with RCW 39.34.030 for each party's respective actions in performance of this Agreement. 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. The parties agree that no separate legal or administrative entities are necessary to carry out this Agreement. This Agreement shall be recorded or otherwise made available to the public in accordance with RCW 39.34.040.

L. Signatures/Counterparts. This Agreement and any amendment may be signed in counterparts, each of which shall be deemed an original, and all of which, taken together, shall be deemed one and the same document. Signatures with AdobeSign are fully binding. Any ink, electronic, faxed, scanned, photocopied, or similarly reproduced signature on this Agreement or any amendment hereto will be deemed an original signature and will be fully enforceable as an original signature.

IN WITNESS WHEREOF, Everett and Participating Jurisdiction have executed this Agreement, which includes the Basic Provisions, the General Provisions, the attached Exhibit A (Illustrative Service List), and the attached Exhibit B (Fee Schedule).

**CITY OF EVERETT**  
**WASHINGTON**

Enter Participating Jurisdiction name – must match name  
in Basic Provisions

\_\_\_\_\_  
Cassie Franklin, Mayor

Signature: \_\_\_\_\_

Name of Signer: Enter signer's name

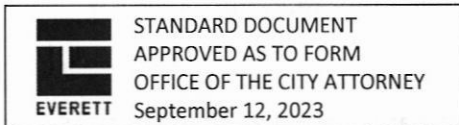
Signer's Email Address: Enter email address

\_\_\_\_\_  
Date

Title of Signer: Enter title

ATTEST

\_\_\_\_\_  
Office of the City Clerk



**EXHIBIT A**  
**ILLUSTRATIVE SERVICES LIST**

**Programs and services provided to the public:**

- Everett Animal Shelter is open for shelter services, 7-days per week, excluding holidays, by appointment from 11 a.m. – 5 p.m., at 333 Smith Island Road, Everett, WA 98201.
- Animal-related resource for Everett and contracted jurisdictions, including:
  - Lost/found inquiries, found pet reporting, lost pet website checks for found animals at the shelter
  - Information and referrals regarding pet rehoming, behavior issues, end-of-life services, and responsible pet ownership
  - Referrals for animal control, community cats, and wildlife concerns
  - Emergency pet food pantry and supplies for low-income pet owners
- Stray, impounded, and owner-surrendered animal receiving for Everett and Participating Jurisdictions.
  - Except for emergencies, intakes are by appointment
  - Animals scanned for microchips, vaccinated, de-wormed, and treated for fleas on intake (May be delayed for fractious animals.)
  - Veterinary care is provided in-house by staff veterinarians and technicians
  - No time limit for holding adoptable animals, no euthanasia of healthy, behaviorally sound, or non-aggressive animals
- Release animals to owners
- Adoption program, including spay/neuter, vaccinations, microchip
- Barn cat program for feral/unsocialized cats
- Adoption transfer partnerships with local shelters and rescue organizations
- Owner-requested euthanasia for animals with incurable or untreatable medical or behavioral condition
- Disposal and cremation of deceased animals (private cremation available)
- Public microchipping services, spay/neuter, and veterinary care on a limited basis for low-income pet owners within Participating Jurisdiction's service area
- Volunteer and foster opportunities, approximately 200 active volunteers assist with animal care, socialization and exercise, customer service, veterinary clinic support, fostering animals, laundry, dishes, events/outreach, clerical and special projects, and Shelter Advisory Board participation
- Community donations, bequests and grants to Everett's 'Fund for the Animals' pay for medical and surgery supplies and other veterinary costs

**Services limited to the City of Everett (and not provided to Participating Jurisdiction):**

- Animal control investigations and enforcement of Everett Municipal Code
- Pet licensing

**Services provided to Participating Jurisdictions:**

- Shelter animals at facility operated by Everett, including holding for dangerous dog, bite quarantine and cruelty investigations
- Research animal identification/microchips, provide owner notification
- Return animals to owners (Owners reclaiming animals pay fees set by the City of Everett.)
- Deceased animal disposal, animal remains holding upon request
- 24/7 key card access to the facility to deliver animals
- Orientation and training for Participating Jurisdictions animal control officers or designees to Everett Animal Shelter's admissions policies, procedures, and operations as appropriate. Hands-on animal experience and training with shelter animals may be provided upon request.

**Optional services that may be provided to Participating Jurisdiction if requested by Participating Jurisdiction and Everett agrees:**

- Animal forensic exams & testimony upon request (as veterinary staffing resources permit)
- Microchipping of animals at time of owner reclaim

**EXHIBIT B  
FEE SCHEDULE**

Fees are payable to Everett by Participating Jurisdiction as follows:

| <b>Fees Charged Pursuant to the Interlocal Agreement:</b> |                                       |                                                                                                                                                                                                                                                     |
|-----------------------------------------------------------|---------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Fee</b>                                                | <b>Amount</b>                         | <b>Description</b>                                                                                                                                                                                                                                  |
| Administrative Fee for Animals other than Small Animals   | \$215                                 | Fee for each Animal (for example: stray or impounded dog, cat, pot-bellied pig, goat, sheep, large exotic bird, e.g. ratite, large reptile) other than a Small Animal, delivered to and accepted by the Everett Animal Shelter                      |
| Administrative Fee for Small Animals                      | \$50                                  | Fee for each Small Animal (for example: stray or impounded domestic rabbit, small domestic mammal, bird/fowl, reptile, amphibian, fish) delivered to and accepted by the Everett Animal Shelter                                                     |
| Administrative Fee for Owner-Surrendered Animals          | \$50                                  | Fee for each Animal (including each Small Animal) delivered to the Everett Animal Shelter by its owner                                                                                                                                              |
| Boarding (per day)                                        | \$25                                  | Payable for each night an Animal is held by Everett at the Participating Jurisdiction's request, per I.F.3                                                                                                                                          |
| Additional Fee for Failure to Provide Veterinary Care     | \$200                                 | Per section I.E., payable if Participating Jurisdiction delivers an Animal in need of urgent veterinary care to the Everett Animal Shelter without prior authorization from Everett.                                                                |
| Urgent and Necessary Veterinary Costs                     | Varies, up to \$250                   | Payable to Everett for direct costs incurred for urgent and necessary veterinary care at intake, per I.E., up to a total \$250 per Animal if payable by Participating Jurisdiction, or, actual cost of invoiced care if paid by the Animal's owner. |
| DOA Disposal Fee                                          | \$45<br><br>\$2/lb for livestock/deer | For non-private cremation and disposal of deceased animals. No sheep.                                                                                                                                                                               |
| Animal Remains Storage                                    | \$50/month or portion of month        | For holding Animal remains in walk-in cooler or chest freezer, at the written request of Participating Jurisdiction.                                                                                                                                |

| <b>Fees For Optional Services:</b> |                                                                         |                                                                                                                                                                                                                                       |
|------------------------------------|-------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Forensic Veterinary Services       | \$120/hour for veterinarian's time                                      | When requested by Participating Jurisdiction and agreed upon by Everett if resources allow, may include exam/necropsy, report, and consultation.                                                                                      |
| Lab work                           | \$60 per item, or actual cost, if higher                                | When requested by Participating Jurisdiction and agreed upon by Everett as part of forensic veterinary services. Incurred vendor fees higher than \$60 are payable to Everett at cost.                                                |
| Radiographs                        | \$75 for first view, \$50 each add'l view, \$25 for sedation if needed. | When requested by Participating Jurisdiction as part of forensic veterinary services.                                                                                                                                                 |
| Animal Shelter Staff Overtime      | Actual cost                                                             | When assistance is requested by Participating Jurisdiction and agreed upon by Everett as resources allow, for work outside regularly scheduled work hours. This is not common and generally reserved for large-scale animal impounds. |
| Private Cremation                  | \$225                                                                   | When requested by Participating Jurisdiction.                                                                                                                                                                                         |
| Microchip                          | \$25                                                                    | Fee for microchip implantation, at the request of Participating Jurisdiction. May be payable by owner if reclaimed.                                                                                                                   |

# CITY COUNCIL STAFF REPORT



**Agenda Date:** 12/19/2023

**Subject:** Board and Commission Reappointments

**Contact Person/Department:** Kelly Chelin, Administration

**Budget Impact:** n/a

**Legal Review:** No

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## **RECOMMENDATION(S)/ACTION REQUESTED:**

Confirm the Mayor's reappointment of the incumbents listed below to the Library Board, Park Board, Salary Commission, Planning Commission and Civil Service Commission

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## **SUMMARY/BACKGROUND:**

The 8 incumbents listed below have terms that have expired. Each have expressed a desire to stay on their respective board or commission and have asked to be reappointed. The Mayor has agreed to the reappointment of each of these incumbents.

| Name             | Board                    | New Expiration Date |
|------------------|--------------------------|---------------------|
| Nancy Joao       | Library Board            | 12/31/2027          |
| Bryan Heigert    | Park Board               | 12/31/2027          |
| Colton Whitworth | Park Board               | 12/31/2027          |
| Dixie Behn       | Salary Commission        | 12/31/2026          |
| Michael Duerr    | Planning Commission      | 12/31/2027          |
| Jennifer Davis   | Planning Commission      | 12/31/2027          |
| Linda Hoult      | Planning Commission      | 12/31/2027          |
| Brian McManus    | Civil Service Commission | 12/31/2029          |

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## **APPLICABLE CITY POLICIES:**

n/a

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**ATTACHMENTS:**

None

# CITY COUNCIL STAFF REPORT



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**Agenda Date:** 12/19/2023

**Subject:** Mulvaney Rezone

**Contact Person/Department:** Jill Needham, Community Development

**Budget Impact:** None

**Legal Review:** No

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## RECOMMENDATION(S)/ACTION REQUESTED:

1. Hold a closed record public hearing related to the Mulvaney Rezone (LUA2023-0161).
2. **Motion to approve Ordinance No. 1175:** An ordinance of the city of Lake Stevens amending the zoning for three parcels totaling approximately 5.75 acres (APNs 29060600300600, 29060600302400 and 29060600301200), located approximately 1,000 feet south of SR 92, from R4 to R8-12 as part of the Mulvaney Rezone (City File No. LUA2023-0161).

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## SUMMARY/BACKGROUND:

### SUMMARY:

Closed Record Public Hearing and First and Final Reading of Ordinance No. 1175 (**Attachment 1**) related to the Mulvaney Rezone (LUA2023-0161).

### BACKGROUND/HISTORY:

The applicant, Peter Condyles of Toyer Strategic Advisors, has applied for a site-specific rezone for an approximately 5.75-acre site located east of 99<sup>th</sup> Ave SE, pursuant to Lake Stevens Municipal Code (LSMC) 14.16C.090(b)(1). The eastern lot is developed with a single family home while the two Mulvaney properties to the west are vacant. The applicant requests that the subject parcel's zoning designation change from R4 to R8-12. Site specific rezones are Type IV quasi-judicial applications that

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require a hearing examiner recommendation and City Council approval per Chapter 14.16A LSMC (Table 14.16A-I) and Chapter 14.16B LSMC – Part IV. No change is proposed to the underlying Medium Density Residential (MDR) land use designation.

A rezone to R8-12 would allow the applicant to create additional units on the property beyond what is allowed under the current R4 zoning designation. No concurrent development application has been submitted with the rezone application.

The subject property is located in the northern part of the city that was part of the Greenspace – CAM West Annexation in 2006 (Ordinance 719). The subject property has a comprehensive plan land use designation of Medium Density Residential (MDR). The surrounding properties are designated as MDR with the exception of the Sunnycrest Elementary School property to the north. No land use designation change is required for this rezone.

The city received the application on August 25, 2023 and issued a Notice of Application on November 1. A public meeting was held on November 14, 2023. An open record public hearing was held before the Hearing Examiner on December 4, 2023. The Hearing Examiner issued a recommendation of approval on December 14, 2023 (**Attachment 1**). City staff provided public notice for all actions by publication in the Everett Herald, direct mailings, emailing parties of record, and posting notices onsite, city website and city bulletin boards. No written public comments from either

The city requested a trip generation analysis to assess potential traffic impacts related to the rezone. Per the applicant's submitted Trip Generation Analysis, the rezone, if approved, would result in an increase of approximately 15 PM Peak Hour trips over a project developed under the current R4 zoning. As part of any future development application, the applicant would be required to include an intersection Level of Service (LOS) analysis.

The city has adopted reasonable measures in its Comprehensive Plan to increase residential capacity in an effort to meet its adopted population target, including both cluster subdivisions and increased residential densities. On February 23, 2022, the Snohomish County Council adopted Ordinance No. 22-003 establishing the 2044 Initial Population and Employment Growth Targets in Appendix B of the Countywide Planning Policies, which increased the population target for the City of Lake Stevens UGA to 50,952. This target is higher than the capacity of 50,241 identified for the UGA in the 2021 Buildable Lands Report. The result is a projected population shortfall/deficit of 711 for the UGA under current zoning.

The rezone would allow for an additional 16 single family units on the site, which based on Census data for average household size in Lake Stevens (2.9 persons per household) would increase the city's population capacity by approximately 46 people, or 6.5% of its projected population deficit.

The proposed rezone is consistent with a need to plan for increased residential density based on adopted growth targets. The Lake Stevens Hearing Examiner has determined that this rezone request is consistent with the goals and policies of the Comprehensive Plan, complies with the Growth Management Act and conforms with the Lake Stevens Municipal Code (LSMC).

Any future land use action resulting from the rezone will be subject to the rules and standards in effect at the time of application, including but not limited to public notice, subdivision, construction, environmental review, critical areas, streets and stormwater.

**FINDINGS AND CONCLUSIONS:**

The Hearing Examiner has found the Mulvaney Rezone proposal (LUA2023-0161) to be consistent with LSMC 14.16C.090 and has submitted a recommendation (**Attachment 1**) to the City Council to approve the proposal with conditions based on the findings and conclusions contained in the recommendation.

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**APPLICABLE CITY POLICIES:**

**APPLICABLE CITY POLICIES:** Chapters 14.16C.090, 14.16B–Part IV, and 16.04, of the Lake Stevens Municipal Code

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**ATTACHMENTS:**

1. Mulvaney Rezone (1)
2. Ordinance No. 1175

1 **BEFORE THE HEARING EXAMINER FOR THE CITY OF LAKE STEVENS**

2 Phil Olbrechts, Hearing Examiner

3

|                       |                                                                     |
|-----------------------|---------------------------------------------------------------------|
| 4 RE: Mulvaney Rezone | <b>FINDINGS OF FACT, CONCLUSIONS<br/>OF LAW AND RECOMMENDATION.</b> |
| 5 LUA2023-0161        |                                                                     |

6

7 **INTRODUCTION**

8 Harbour Homes has applied to rezone a 5.75-acre site from R-4 to R8-12. The site is  
9 located at 10025 32<sup>nd</sup> Street NE and 10107 32<sup>nd</sup> Street NE. A site map is on page 3  
10 below. It is recommended that the City Council approve the rezone subject to  
conditions.

11 The proposed rezone area is suited to accommodate this added growth due to its  
12 proximity to adequate infrastructure. The rezone area is in a relatively undeveloped  
13 area of the City, providing a significant amount of space for new higher density  
14 development. However, the presence of significant critical areas on the western portion  
of the site will somewhat temper that development. The rezone to R8-12 with its  
reduced setbacks and higher densities should allow the property to reach a higher  
density than could occur in less dense zoning classifications.

15  
16 The Applicant's traffic study (Ex. 5) indicates that the proposed upzone will generate  
an additional 15 PM peak-hour trips, which the study concludes is not anticipated to  
17 significantly alter the operations of the surrounding street network. The Snohomish  
County Wetland Inventory demonstrates the potential presence of a wetland on APN  
18 29060600300600 (Ex. 6). Natural areas such as trees and wetlands are protected by the  
City's critical area regulations and will be assessed at the time of future land use  
19 applications.

20 The rezone has a public benefit by helping the City meet its Growth Management Act  
21 growth targets. The City currently doesn't have adequate land capacity under existing  
zoning to accommodate Snohomish County's latest growth targets.

22 **ORAL TESTIMONY**

23  
24 Jill Needham, Associate Planner, summarized the staff report. In response to the  
Examiner, Ms. Needham stated the area's roads are expected to be able to  
25 accommodate the potential density increase associated with the rezone.

The Applicant's representative, Mr. Condyles agreed with the staff recommendation.  
Mr. Condyles noted the last sentence of the traffic report noted the project is 'not

1 anticipated to significantly alter the operations of the surrounding street network'. Mr.  
2 Condyles also presented a PowerPoint (Ex. 9).

3 There were no public comments.

## 4 EXHIBITS

5 Exhibits 1-8 listed at page 10 of staff report were admitted into the record during the  
6 December 4, 2023 public hearing. Additionally, the Applicant's PowerPoint from the  
7 hearing was admitted as Ex. 9.

## 8 FINDINGS OF FACT

### 9 Procedural:

10 1. Applicant. Peter Condyles of Toyer Strategic Advisors 10519 20<sup>th</sup> Street E,  
11 Lake Stevens, WA 98258 representing Harbour Homes of 18329 98<sup>th</sup> Avenue NE, Suite  
12 300, Bothell, WA 98011.

13 2. Hearing. The Hearing Examiner conducted a virtual hearing on the  
14 application at 1:00 pm on December 4, 2023, Zoom Meeting ID No. 837 0621 7680.

### 15 Substantive:

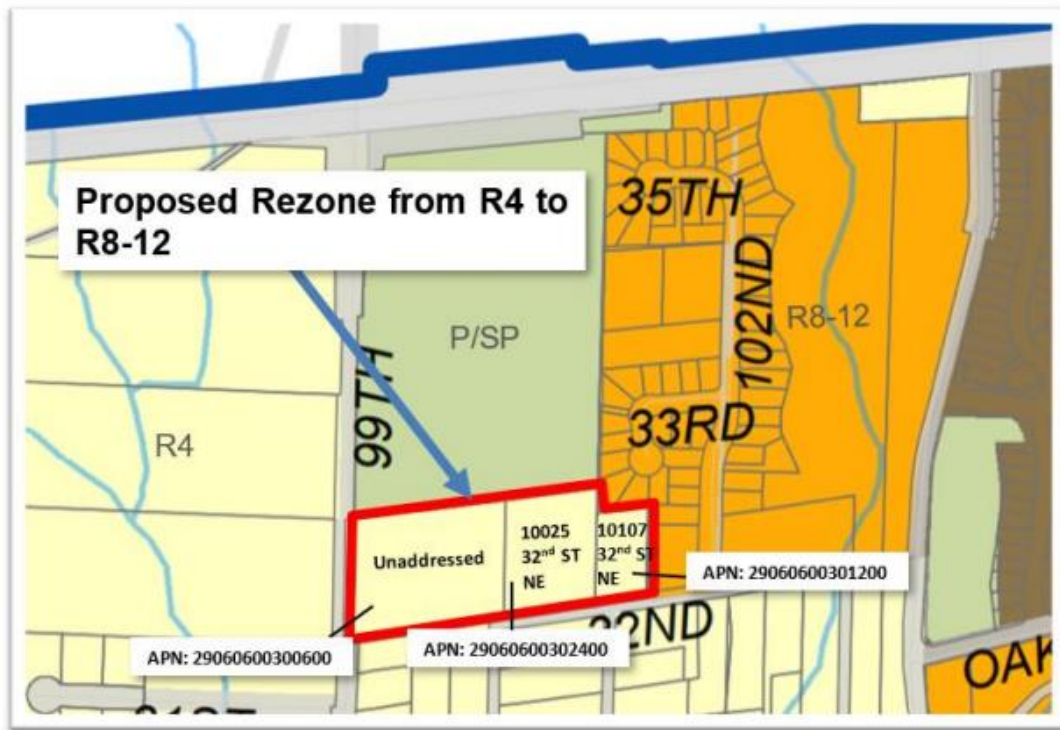
16 3. Site/Proposal Description. Harbour Homes as represented by Peter  
17 Condyles of Toyer Strategic Advisors has applied to rezone a 5.75-acre site from R-4  
18 to R8-12. The site is located at 10025 32nd Street NE and 10107 32nd Street NE. A  
19 site map is on page 3 below.

20 The Applicant initially requested a rezone to R6 from R4 for APN 29060600300600  
21 and APN 29060600302400 (Ex 2). However, staff recommended including parcel APN  
22 29060600301200 in the rezone and instead of a request for R6, to amend the request to  
23 rezone all three parcels to R8-12. Staff felt this additional parcel and change in  
24 requested rezone would maintain consistency and connectivity with the zoning of the  
25 properties to the east. The underlying Medium Density Residential comprehensive plan  
land use designation would remain unchanged.

A rezone to R8-12 would allow the Applicant to create additional units on the property  
beyond what is allowed under the current R4 zoning designation. No concurrent  
development application has been submitted with this rezone application. The  
Applicant has submitted a rezone narrative (Ex. 3), a trip generation analysis (Ex. 4)  
and a map showing the approximate location of critical areas (sourced from the  
Snohomish County Wetland Inventory) in support of the proposed rezone (Ex. 5).

The two Mulvaney properties are currently vacant while 10107 32nd ST NE is  
developed with an existing single-family home. Due to the critical areas likely to be

located on the unaddressed parcel (APN: 29060600300600), future access to the site would likely be taken from 32<sup>nd</sup> Street NE.



The subject property is designated by the City's Comprehensive Plan as Medium Density Residential (MDR).

The proposed rezone would maintain continuity of the R8-12 zoning district with the properties to the east without gaps or "islands."

4. Characteristics of the Area. The properties directly surrounding the site to the south, east, and west are identified by the Medium Density Residential comprehensive land use designation with the School District property to the north designated as Public/Semi-Public. The R8-12 zoning district is allowed in both the Medium-Density Residential and High-Density Residential designations. Adjacent properties to the south and west are within the R4 zoning district. Sunnycrest Elementary is located directly north of the subject site and is zoned Public/Semi-Public. On the map on the prior page, the area in red border is the rezone site; Yellow is R4; Orange is R8-12; and Green is public or semi-public.

5. Adverse Impacts. No adverse impacts are anticipated from the proposal. The Applicant's traffic study (Ex. 5) indicates that the proposed upzone will generate an additional 15 PM peak-hour trips, which the study concludes is not anticipated to significantly alter the operations of the surrounding street network. The Snohomish County Wetland Inventory demonstrates the potential presence of a wetland on APN 29060600300600 (Ex. 6). Natural areas such as trees and wetlands are protected by the

City's critical area regulations and will be assessed at the time of future land use applications. Conditions of approval will require the Applicant to demonstrate any future land use proposal will allow existing roads to operate within the adopted level of service (LOS) standards. A condition of approval will also require the Applicant to protect adjacent critical areas and buffers per the Lake Stevens municipal code. The staff have indicated with respect to the potential density, the rezone site is served by all necessary utilities and services and should provide adequate utilities and infrastructure as outlined in pages 7-8 of the staff report.

The proposed higher density is also consistent and compatible with the existing and increasing densities of surrounding areas. As shown in the zoning map above, the proposed rezone extends the existing adjacent R8-12 zoning to the north and northeast.

6. Change in Circumstances. A significant change in circumstances has occurred since the rezone area was zoned R4. The City's Growth Management Act growth target has changed in recent years. The Snohomish County Council increased the City's growth target to 50,952 in 2022. This target is 711 persons higher than the capacity of 50,241 identified for the UGA in the 2021 Buildable Lands Report. The proposed rezone is consistent with a need to plan for additional residential capacity based on growth targets. The rezone would allow for an estimated additional 30 units on the site, which based on Census data for average household size in Lake Stevens (2.9 persons per household) would increase the city's population capacity by approximately 87 people, or 12.2% of its projected population deficit. As noted in the staff report, in accordance with municipal standards there will be adequate infrastructure to develop the site under the proposed zoning. Public infrastructure, such as sewer, water, and power, all exist in the near vicinity and will not require large upgrades to be served. It is close to existing mains and is in the service area for Snohomish County PUD and the Lake Stevens Sewer District.

## CONCLUSIONS OF LAW

### Procedural:

1. Authority of Hearing Examiner. Table 14.16A-I LSMC grants the Hearing Examiner with the authority to review and make a recommendation on rezone requests to the City Council.

### Substantive:

2. Zoning Designation. The property is currently zoned R4 Residential.

3. Review Criteria. LSMC 14.16C.090(g) sets the criteria for site-specific rezones. Pertinent criteria are quoted below and applied via corresponding conclusions of law.

**LSMC 14.16C.090(g)(1):** *The amendment complies with the Comprehensive Plan Land Use Map, policies, and provisions and adopted subarea plans;*

1 4. Criterion met. The criterion is met. Most significant, the R8-12 designation is  
2 consistent with the underlying comprehensive plan map designation of medium density  
3 residential. Also, Policy 2.1.3 requires the City to meet Growth Management Act  
4 growth targets. As identified in Finding of Fact No. 6, the proposal is well suited to  
5 help the City meet this obligation. As further encouraged by the policies identified at  
6 page 5-8 of the staff report, the proposed rezone area is well situated with infrastructure  
7 and services to accommodate an increase in growth as determined in Finding of Fact  
8 No. 5.

9 **LSMC 14.16C.090(g)(2):** *The amendment is in compliance with the Growth*  
10 *Management Act;*

11 5. Criterion met. The criterion is met. As noted in Conclusion of Law No. 4, the  
12 proposal helps the City meet GMA growth targets. The proposal also meets GMA  
13 objectives by encouraging growth in urban growth areas and doing so via a review  
14 process that involves public participation.

15 **LSMC 14.16C.090(g)(3):** *The amendment serves to advance the public health, safety*  
16 *and welfare;*

17 6. Criterion met. The criterion is met. Public health, safety and welfare are furthered  
18 by the proposal by its advancement of GMA objectives of directing growth in an area  
19 well suited for additional density due to adequate infrastructure and compatible  
20 surrounding development.

21 **LSMC 14.16C.090(g)(4):** *The amendment is warranted because of changed*  
22 *circumstances, a mistake, or because of a need for additional property in the proposed*  
23 *zoning district;*

24 7. Criterion met. The criterion is met. The amendment is warranted due to the change  
25 of circumstances identified in Finding of Fact No. 6.

**LSMC 14.16C.090(g)(5):** *The subject property is suitable for development in*  
*general conformance with zoning standards under the proposed zoning district;*

8. Criterion met. The criterion is met. The rezone area is well suited for an upzone  
with adequate infrastructure and compatible surrounding development as determined  
in Finding of Fact No. 5 above. There is a suspected wetland on the western portion of  
the site. As noted in Finding of Fact No. 5 above, as conditioned the project will protect  
critical areas.

**LSMC 14.16C.090(g)(6):** *The amendment will not be materially detrimental to uses*  
*or property in the immediate vicinity of the subject property;*

9. Criterion met. The criterion is met. The proposal will not be materially detrimental to surrounding properties for the reasons identified in Finding of Fact No. 5. The City's development standards, including subdivision and critical area standards, will assure adequate infrastructure and protection of natural resources to the levels adopted by the City Council.

**LSMC 14.16C.090(g)(7):** *Adequate public facilities and services are likely to be available to serve the development allowed by the proposed zone;*

10. Criterion met. The criterion is met for the reasons identified in Finding of Fact No. 5.

**LSMC 14.16C.090(g)(8):** *The probable adverse environmental impacts of the types of development allowed by the proposed zone can be mitigated, taking into account all applicable regulations, or the unmitigated impacts are acceptable;*

11. Criterion met. The criterion is met. The project is not anticipated to create probable significant adverse impacts due to the reasons outlined in Finding of Fact No. 5 and the application of the City's development standards to future development.

**LSMC 14.16C.090(g)(9):** *The amendment complies with all other applicable criteria and standards in this title; and*

12. Criterion met. The criterion is met. Staff have determined that the proposal complies with municipal standards for a rezone application. All other applicable criteria and standards will be met by the preliminary plat application.

### RECOMMENDATION

Based upon the conclusions of law above, it is recommended that the City Council approve rezone application LUA2023-0161 as depicted in Exhibit 3 and subject to the following conditions.

1. This rezone is contingent upon final approval by the City Council. Upon approval, the proposed change will be incorporated into an official revised Lake Stevens zoning map.
2. Any future development must comply with federal, state and local regulations in effect at the time of application, including project-specific analysis of traffic impacts and critical areas.

Dated this 14<sup>th</sup> day of December 2023.



Phil Olbrechts,  
City of Lake Stevens Hearing Examiner

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

**ORDINANCE NO. 1175**

**AN ORDINANCE OF THE CITY OF LAKE STEVENS AMENDING THE OFFICIAL ZONING MAP ENACTED BY ORDINANCE 1169; APPROVING THE MULVANEY REZONE (CITY FILE NO. LUA2023-0161) LOCATED ON AN UDEVELOPED PARCEL ALONG CALLOW ROAD (PARCEL NUMBER: 29060600300600, 29060600302400 and 29060600301200) BY REZONING THE SUBJECT PARCELS FROM R4 TO R8-12; ADOPTING FINDINGS AND CONCLUSIONS RECOMMENDED BY THE HEARING EXAMINER; AND PROVIDING FOR SEVERABILITY, AN EFFECTIVE DATE AND FOR SUMMARY PUBLICATION BY ORDINANCE TITLE ONLY.**

**WHEREAS**, on September 26, 2023, the Lake Stevens City Council approved Ordinance No. 1169, adopting an updated Official Zoning Map; and

**WHEREAS**, on January 6, 2006, the City Council approved Ordinance No. 719, which authorized the annexation of those properties within the Greenspace – CAM West Annexation and established Comprehensive Plan land use designations and zoning designations effective as January 18, 2006; and

**WHEREAS**, on August 25, 2023, the city received an application for a site-specific rezone (City File No. LUA2023-0161) referred to as the Mulvaney Rezone; and

**WHEREAS**, the Mulvaney Rezone includes approximately 5.75 acres off of 32<sup>nd</sup> ST NE (**Exhibit A**) and would change the zoning designation on Parcel No. 29060600300600, 29060600302400 and 29060600301200 from R4 to R8-12 per Lake Stevens Municipal Code (LSMC) 14.16C.090; and

**WHEREAS**, Section 14.16C.090 of the Lake Stevens Municipal Code (LSMC) sets forth the process for rezone applications; and

**WHEREAS**, pursuant to LSMC 14.16C.090(b) the rezone is a minor amendment, as there are less than five tracts and less than 50 acres involved.

**WHEREAS**, the Comprehensive Plan land use designation for the subject parcel is Medium Density Residential (MDR) which supports the R8-12 zoning designation per LSMC Table 14.36-I – no change is proposed to the underlying comprehensive plan land use designation; and

**WHEREAS**, the city and its partner agencies reviewed the application materials pursuant to the requirements of LSMC 14.16C.090; and

**WHEREAS**, the city determined the proposal to be exempt from a State Environmental Policy Act (SEPA) checklist pursuant to Chapter 16.04 LSMC and the WAC 197-11-800(6)(c); and

**WHEREAS**, no public comments have been submitted in writing and nor orally at the duly

held public meeting and the duly held public hearing on December 4, 2023; and

**WHEREAS**, site-specific rezone is a Type IV quasi-judicial decision, per Chapter 14.16A LSMC (Table 14.16A-I), which requires a recommendation from the Hearing Examiner to City Council based on written findings and conclusions and supported by evidence from an open-record hearing; and

**WHEREAS**, the Hearing Examiner conducted a duly noticed open-record public hearing on December 4, 2023 and all public testimony has been given full consideration; and

**WHEREAS**, on December 14, 2023, the Hearing Examiner issued a recommendation to the City Council to approve the rezone request, subject to conditions, as the proposed rezone meets the legal criteria for approving a rezone as set forth in LSMC 14.16C.090 and applicable state requirements; and

**WHEREAS**, between December 6 & December 13, 2023, the City duly posted, published and mailed the notice of closed-record hearing before the City Council on December 19, 2023; and

**WHEREAS**, the City Council considered the Hearing Examiners recommendation at a closed record public hearing on December 19, 2023; and

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

**Section 1.** The City Council adopts and incorporates the findings and conclusions for approving a rezone, as set forth in the Hearing Examiner's recommendation, pursuant to LSMC 14.16C.090 and hereby adopts the Hearing Examiner's recommendation, including the conditions of approval attached hereto as **Exhibit B**.

**Section 2.** The City Council makes the following conclusions based on the entire record of this proceeding, including all testimony and exhibits:

- A. The open record public hearing of the Hearing Examiner and the closed record public hearing of the City Council satisfy the public participation requirements of Chapter 14.16A LSMC.
- B. The SEPA process conducted for this ordinance satisfies the requirements of the State Environmental Policy Act codified in Chapter 43.21C RCW as implemented by Chapter 197-11 WAC and Title 16 LSMC.
- C. The site-specific zoning map amendment, adopted by this ordinance, complies with the Growth Management Act (Chapter 36.70A RCW).
- D. The site-specific zoning map amendment adopted by this ordinance is consistent with the adopted Lake Stevens Comprehensive Plan per Ordinance No. 1169.

**Section 3.** The Official Zoning Map is hereby amended, as depicted in **Exhibit A**, by changing the zoning on parcels 29060600300600, 29060600302400 and 29060600301200 from R4 to R8-12.

**Section 4.** The city will review future development applications for the property under the applicable use and development regulations of the Lake Stevens Municipal Code in effect at the time of application.

**Section 5.** Severability. If any section, clause, phrase, or term of this ordinance is held for any reason to be invalid or unconstitutional, such decision shall not affect the validity of the remaining portions of this ordinance, and the remaining portions shall be in full force and effect.

**Section 6.** Effective Date and Publication. A summary of this ordinance consisting of its title shall be published in the official newspaper of the City. This ordinance shall take effect and be in full force five days after the date of publication.

**PASSED** by the City Council of the City of Lake Stevens this 19<sup>th</sup> day of December 2023.

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Brett Gailey, Mayor

ATTEST/AUTHENTICATION:

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Kelly Chelin, City Clerk

APPROVED AS TO FORM:

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Greg Rubstello, City Attorney

First and Final Reading: December 19, 2023

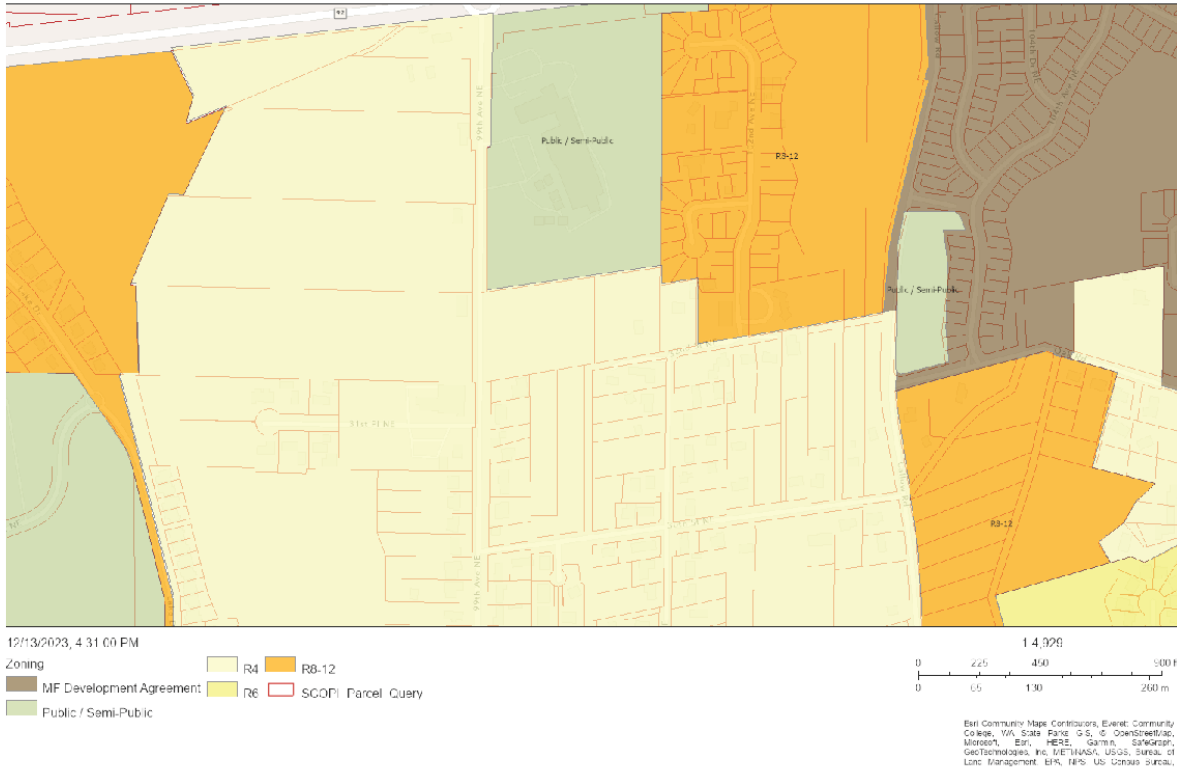
Published:

Effective Date:

# Exhibit A

## Mulvaney Rezone Map

Current Zoning



12/13/2023, 4:31:00 PM

Zoning

- R4
- R6
- R8-12
- MF Development Agreement
- Public / Semi-Public
- SGOF Parcel Query

14,926

0 225 450 500 M

0 0.5 1.0 2.0 km

Everett Community Maps Contributors: Everett Community College, WA State Park, G.S. & OpenStreetMap, Microsoft, Esri, HERE, Garmin, Swiremap, GeoNames, Mapbox, USGS, Bureau of Land Management, ERS, NPS, US Census Bureau.

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## **Exhibit B**

1 **BEFORE THE HEARING EXAMINER FOR THE CITY OF LAKE STEVENS**

2 Phil Olbrechts, Hearing Examiner

3

|                       |                                                                     |
|-----------------------|---------------------------------------------------------------------|
| 4 RE: Mulvaney Rezone | <b>FINDINGS OF FACT, CONCLUSIONS<br/>OF LAW AND RECOMMENDATION.</b> |
| 5 LUA2022-0161        |                                                                     |

6

7 **INTRODUCTION**

8 Harbour Homes has applied to rezone a 5.75-acre site from R-4 to R8-12. The site is  
9 located at 10025 32<sup>nd</sup> Street NE and 10107 32<sup>nd</sup> Street NE. A site map is on page 3  
10 below. It is recommended that the City Council approve the rezone subject to  
conditions.

11 The proposed rezone area is suited to accommodate this added growth due to its  
12 proximity to adequate infrastructure. The rezone area is in a relatively undeveloped  
13 area of the City, providing a significant amount of space for new higher density  
14 development. However, the presence of significant critical areas on the western portion  
of the site will somewhat temper that development. The rezone to R8-12 with its  
reduced setbacks and higher densities should allow the property to reach a higher  
density than could occur in less dense zoning classifications.

15  
16 The Applicant's traffic study (Ex. 5) indicates that the proposed upzone will generate  
an additional 15 PM peak-hour trips, which the study concludes is not anticipated to  
17 significantly alter the operations of the surrounding street network. The Snohomish  
County Wetland Inventory demonstrates the potential presence of a wetland on APN  
18 29060600300600 (Ex. 6). Natural areas such as trees and wetlands are protected by the  
City's critical area regulations and will be assessed at the time of future land use  
19 applications.

20 The rezone has a public benefit by helping the City meet its Growth Management Act  
21 growth targets. The City currently doesn't have adequate land capacity under existing  
zoning to accommodate Snohomish County's latest growth targets.

22 **ORAL TESTIMONY**

23  
24 Jill Needham, Associate Planner, summarized the staff report. In response to the  
Examiner, Ms. Needham stated the area's roads are expected to be able to  
25 accommodate the potential density increase associated with the rezone.

The Applicant's representative, Mr. Condyles agreed with the staff recommendation.  
Mr. Condyles noted the last sentence of the traffic report noted the project is 'not

1 anticipated to significantly alter the operations of the surrounding street network'. Mr.  
2 Condyles also presented a PowerPoint (Ex. 9).

3 There were no public comments.

## 4 EXHIBITS

5 Exhibits 1-8 listed at page 10 of staff report were admitted into the record during the  
6 December 4, 2023 public hearing. Additionally, the Applicant's PowerPoint from the  
7 hearing was admitted as Ex. 9.

## 8 FINDINGS OF FACT

### 9 Procedural:

10 1. Applicant. Peter Condyles of Toyer Strategic Advisors 10519 20<sup>th</sup> Street E,  
11 Lake Stevens, WA 98258 representing Harbour Homes of 18329 98<sup>th</sup> Avenue NE, Suite  
12 300, Bothell, WA 98011.

13 2. Hearing. The Hearing Examiner conducted a virtual hearing on the  
14 application at 1:00 pm on December 4, 2023, Zoom Meeting ID No. 837 0621 7680.

### 15 Substantive:

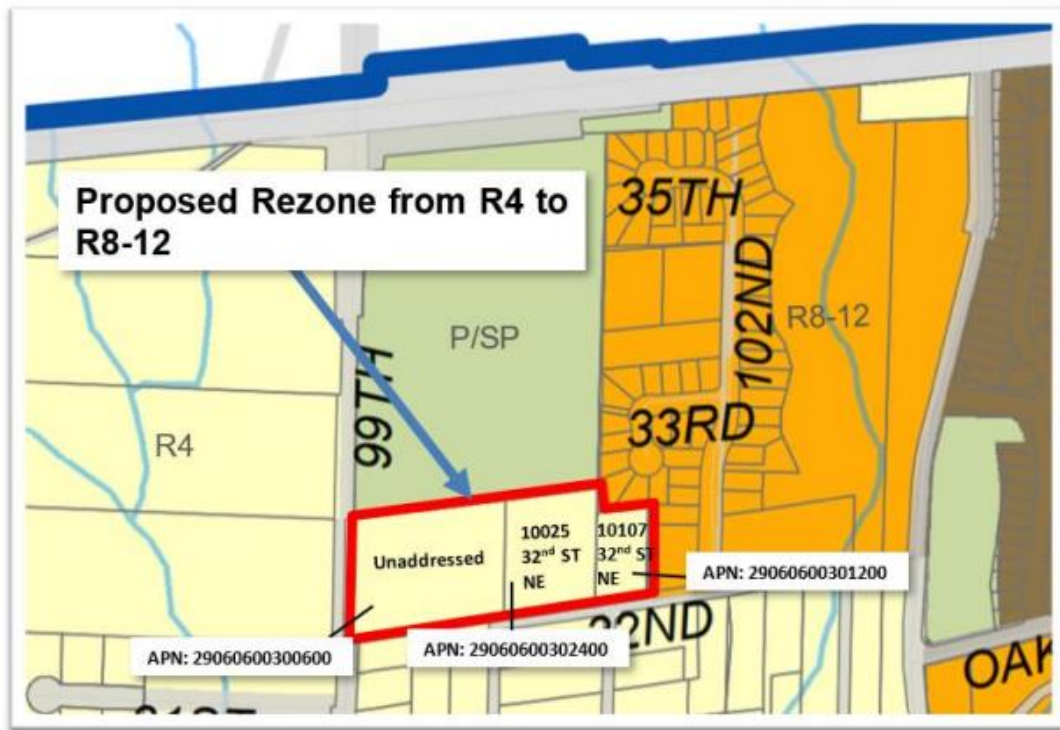
16 3. Site/Proposal Description. Harbour Homes as represented by Peter  
17 Condyles of Toyer Strategic Advisors has applied to rezone a 5.75-acre site from R-4  
18 to R8-12. The site is located at 10025 32nd Street NE and 10107 32nd Street NE. A  
19 site map is on page 3 below.

20 The Applicant initially requested a rezone to R6 from R4 for APN 29060600300600  
21 and APN 29060600302400 (Ex 2). However, staff recommended including parcel APN  
22 29060600301200 in the rezone and instead of a request for R6, to amend the request to  
23 rezone all three parcels to R8-12. Staff felt this additional parcel and change in  
24 requested rezone would maintain consistency and connectivity with the zoning of the  
25 properties to the east. The underlying Medium Density Residential comprehensive plan  
land use designation would remain unchanged.

A rezone to R8-12 would allow the Applicant to create additional units on the property  
beyond what is allowed under the current R4 zoning designation. No concurrent  
development application has been submitted with this rezone application. The  
Applicant has submitted a rezone narrative (Ex. 3), a trip generation analysis (Ex. 4)  
and a map showing the approximate location of critical areas (sourced from the  
Snohomish County Wetland Inventory) in support of the proposed rezone (Ex. 5).

The two Mulvaney properties are currently vacant while 10107 32nd ST NE is  
developed with an existing single-family home. Due to the critical areas likely to be

located on the unaddressed parcel (APN: 29060600300600), future access to the site would likely be taken from 32<sup>nd</sup> Street NE.



The subject property is designated by the City's Comprehensive Plan as Medium Density Residential (MDR).

The proposed rezone would maintain continuity of the R8-12 zoning district with the properties to the east without gaps or "islands."

4. Characteristics of the Area. The properties directly surrounding the site to the south, east, and west are identified by the Medium Density Residential comprehensive land use designation with the School District property to the north designated as Public/Semi-Public. The R8-12 zoning district is allowed in both the Medium-Density Residential and High-Density Residential designations. Adjacent properties to the south and west are within the R4 zoning district. Sunnycrest Elementary is located directly north of the subject site and is zoned Public/Semi-Public. On the map on the prior page, the area in red border is the rezone site; Yellow is R4; Orange is R8-12; and Green is public or semi-public.

5. Adverse Impacts. No adverse impacts are anticipated from the proposal. The Applicant's traffic study (Ex. 5) indicates that the proposed upzone will generate an additional 15 PM peak-hour trips, which the study concludes is not anticipated to significantly alter the operations of the surrounding street network. The Snohomish County Wetland Inventory demonstrates the potential presence of a wetland on APN 29060600300600 (Ex. 6). Natural areas such as trees and wetlands are protected by the

City's critical area regulations and will be assessed at the time of future land use applications. Conditions of approval will require the Applicant to demonstrate any future land use proposal will allow existing roads to operate within the adopted level of service (LOS) standards. A condition of approval will also require the Applicant to protect adjacent critical areas and buffers per the Lake Stevens municipal code. The staff have indicated with respect to the potential density, the rezone site is served by all necessary utilities and services and should provide adequate utilities and infrastructure as outlined in pages 7-8 of the staff report.

The proposed higher density is also consistent and compatible with the existing and increasing densities of surrounding areas. As shown in the zoning map above, the proposed rezone extends the existing adjacent R8-12 zoning to the north and northeast.

6. Change in Circumstances. A significant change in circumstances has occurred since the rezone area was zoned R4. The City's Growth Management Act growth target has changed in recent years. The Snohomish County Council increased the City's growth target to 50,952 in 2022. This target is 711 persons higher than the capacity of 50,241 identified for the UGA in the 2021 Buildable Lands Report. The proposed rezone is consistent with a need to plan for additional residential capacity based on growth targets. The rezone would allow for an estimated additional 30 units on the site, which based on Census data for average household size in Lake Stevens (2.9 persons per household) would increase the city's population capacity by approximately 87 people, or 12.2% of its projected population deficit. As noted in the staff report, in accordance with municipal standards there will be adequate infrastructure to develop the site under the proposed zoning. Public infrastructure, such as sewer, water, and power, all exist in the near vicinity and will not require large upgrades to be served. It is close to existing mains and is in the service area for Snohomish County PUD and the Lake Stevens Sewer District.

## CONCLUSIONS OF LAW

### Procedural:

1. Authority of Hearing Examiner. Table 14.16A-I LSMC grants the Hearing Examiner with the authority to review and make a recommendation on rezone requests to the City Council.

### Substantive:

2. Zoning Designation. The property is currently zoned R4 Residential.

3. Review Criteria. LSMC 14.16C.090(g) sets the criteria for site-specific rezones. Pertinent criteria are quoted below and applied via corresponding conclusions of law.

**LSMC 14.16C.090(g)(1):** *The amendment complies with the Comprehensive Plan Land Use Map, policies, and provisions and adopted subarea plans;*

1 4. Criterion met. The criterion is met. Most significant, the R8-12 designation is  
2 consistent with the underlying comprehensive plan map designation of medium density  
3 residential. Also, Policy 2.1.3 requires the City to meet Growth Management Act  
4 growth targets. As identified in Finding of Fact No. 6, the proposal is well suited to  
5 help the City meet this obligation. As further encouraged by the policies identified at  
6 page 5-8 of the staff report, the proposed rezone area is well situated with infrastructure  
7 and services to accommodate an increase in growth as determined in Finding of Fact  
8 No. 5.

9 **LSMC 14.16C.090(g)(2):** *The amendment is in compliance with the Growth*  
10 *Management Act;*

11 5. Criterion met. The criterion is met. As noted in Conclusion of Law No. 4, the  
12 proposal helps the City meet GMA growth targets. The proposal also meets GMA  
13 objectives by encouraging growth in urban growth areas and doing so via a review  
14 process that involves public participation.

15 **LSMC 14.16C.090(g)(3):** *The amendment serves to advance the public health, safety*  
16 *and welfare;*

17 6. Criterion met. The criterion is met. Public health, safety and welfare are furthered  
18 by the proposal by its advancement of GMA objectives of directing growth in an area  
19 well suited for additional density due to adequate infrastructure and compatible  
20 surrounding development.

21 **LSMC 14.16C.090(g)(4):** *The amendment is warranted because of changed*  
22 *circumstances, a mistake, or because of a need for additional property in the proposed*  
23 *zoning district;*

24 7. Criterion met. The criterion is met. The amendment is warranted due to the change  
25 of circumstances identified in Finding of Fact No. 6.

**LSMC 14.16C.090(g)(5):** *The subject property is suitable for development in*  
*general conformance with zoning standards under the proposed zoning district;*

8. Criterion met. The criterion is met. The rezone area is well suited for an upzone  
with adequate infrastructure and compatible surrounding development as determined  
in Finding of Fact No. 5 above. There is a suspected wetland on the western portion of  
the site. As noted in Finding of Fact No. 5 above, as conditioned the project will protect  
critical areas.

**LSMC 14.16C.090(g)(6):** *The amendment will not be materially detrimental to uses*  
*or property in the immediate vicinity of the subject property;*

9. Criterion met. The criterion is met. The proposal will not be materially detrimental to surrounding properties for the reasons identified in Finding of Fact No. 5. The City's development standards, including subdivision and critical area standards, will assure adequate infrastructure and protection of natural resources to the levels adopted by the City Council.

**LSMC 14.16C.090(g)(7):** *Adequate public facilities and services are likely to be available to serve the development allowed by the proposed zone;*

10. Criterion met. The criterion is met for the reasons identified in Finding of Fact No. 5.

**LSMC 14.16C.090(g)(8):** *The probable adverse environmental impacts of the types of development allowed by the proposed zone can be mitigated, taking into account all applicable regulations, or the unmitigated impacts are acceptable;*

11. Criterion met. The criterion is met. The project is not anticipated to create probable significant adverse impacts due to the reasons outlined in Finding of Fact No. 5 and the application of the City's development standards to future development.

**LSMC 14.16C.090(g)(9):** *The amendment complies with all other applicable criteria and standards in this title; and*

12. Criterion met. The criterion is met. Staff have determined that the proposal complies with municipal standards for a rezone application. All other applicable criteria and standards will be met by the preliminary plat application.

### RECOMMENDATION

Based upon the conclusions of law above, it is recommended that the City Council approve rezone application LUA2023-0161 as depicted in Exhibit 3 and subject to the following conditions.

1. This rezone is contingent upon final approval by the City Council. Upon approval, the proposed change will be incorporated into an official revised Lake Stevens zoning map.
2. Any future development must comply with federal, state and local regulations in effect at the time of application, including project-specific analysis of traffic impacts and critical areas.

Dated this 14<sup>th</sup> day of December 2023.



Phil Olbrechts,  
City of Lake Stevens Hearing Examiner

# CITY COUNCIL STAFF REPORT



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**Agenda Date:** 12/19/2023

**Subject:** 2024 State Legislative Agenda

**Contact Person/Department:** Russ Wright, Gene Brazel, Administration

**Budget Impact:** NA

**Legal Review:** No

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

Approve the 2024 State Legislative Agenda for the city of Lake Stevens

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**SUMMARY/BACKGROUND:**

Every year, city staff and administration work with our lobbyist, Trevor Justin of Government Relations, LLC to develop a list of priorities for the city to focus on during the state's legislative session (Attachment 1). This year will be a short term.

- The city will request the Connecting Washington grants for Phase 2 of the South Lake Stevens Multiuse Path and the 16th Street Northeast Connector be re-prioritized to release the funding sooner.
- Our legislative funding request will be for \$100,000 to start a feasibility analysis and preliminary design of a Council Chambers and Emergency Operation Center to ensure the campus has resilient infrastructure to support local and future countywide services.
- The city will support three criminal justice/law enforcement issues (e.g., unlawful possession of firearms, PTSD study, and Police recruitment/retention).
- The city will monitor various bills related to budget / fiscal matters; behavioral health / public safety; and housing and homelessness / economic development / infrastructure.

Staff and administration are available to address any questions.

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**APPLICABLE CITY POLICIES:**

NA

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**ATTACHMENTS:**

1. Att.1 State Leg-Priority 2024 AGENDA\_12-19-2023

**City of Lake Stevens -- 2024 State Legislative Agenda**  
**Key-Priority Issues at a Glance – Impacting Lake Stevens Directly**

**Transportation Infrastructure**

- **Move Ahead Washington Project Construction and Implementation Dates – South Lake Stevens Road Multi-Use Trail, 16<sup>th</sup> Street NE/Centennial Trail, and U.S. 2 Trestle:** Lake Stevens will continue to advocate that those funds for Phase 2 of the South Lake Stevens Road Multi-Use Path (\$3 million) and for the 16<sup>th</sup> Street Northeast Centennial Trail Connector (\$2.5 million) are deployed as early as possible. Funding for Money for both projects is currently slated for “future” biennium (after the 27-29 biennium). The City will also team with regional partners to keep pre-construction work on the U.S. 2 Trestle (\$210.54 million) a high priority and funding be slated as early as possible. Currently, \$80.54 million is scheduled for “future” biennium.

**Capital Budget**

- **City Hall Campus – Emergency Services.** As part of the new City Hall Campus, the City of Lake Stevens will request \$100,000 dollars from the legislature to fund a feasibility analysis and preliminary design for a Council Chambers and Emergency Operation Center. As the City looks to develop its central campus, we recognize this campus can support other countywide public services and will need resilient infrastructure for power and communications. Specifically, as we design the City Council Chambers, we want to ensure this space can support a regional Emergency Operation Center for eastern Snohomish County and be used as an additional Snohomish County District and Therapeutic Court in the future. Lake Stevens would use legislative funds to analyze existing infrastructure; recommend necessary upgrades to power, communications and parking; and provide preliminary designs to support multiple complementary uses at the City Hall Campus.
- **Cedarwood Clubhouse – continued construction and renovation:** The City of Lake Stevens is extremely appreciative of the legislature’s \$1.123 million investment from the 2023 state capital budget for the Cedarwood Clubhouse. Unfortunately, project costs have increased, and the city needs to come up with a \$2m shortfall to complete the project. The City is exploring other funding options including local funds, other grant programs, impact fees, and in-kind donations to continue the project, which will become a community and youth recreation center. The City is not seeking state funds in the 2024 legislative session but may need additional support in 2025.

**Criminal Justice/Law Enforcement**

- **Unlawful possession of firearms –** The City supports legislation that would make unlawful possession of a firearm in the first degree a violent offense. The City is working closely with Rep. Sam Low who plans to prime sponsor this legislation.
- **PTSD Presumptive Claims Study Budget Proviso (\$275k):** The City strongly urges the legislature to include \$275k in operating budget funds to the Department of Labor & Industries for a study to review presumptive occupational PTSD claims filed since June 2018, and report back to the legislature their findings.
- **Police Officer Recruitment and Retention:** The City strongly supports and urges the legislature to allow local jurisdictions additional funding tools and resources to support officer recruitment and retention. The City supports updating the local option Public Safety Sales Tax to allow implementation by councilmanic or voter approved action, as well as additional flexibility for

how these funds can be used to include increased officer wages and behavioral health co-response teams.

**The City of Lake Stevens supports the Association of Washington Cities 2024 legislative priorities.**

**Support/Oppose and Track/Monitor Issues**

**Budget and Fiscal Matters**

- **Revising the 1% Property Tax Cap:** The City supports efforts to revise the 1% property tax cap to tie to inflation, up to 3%, and population growth factors so that local elected officials can better serve their communities.
- **Protect Existing Revenues, including “State-Shared” Revenues:** Lake Stevens urges lawmakers to ‘do no harm’ and refrain from state-shared revenue reductions or other cuts to local governments that result in a *transferring* of negative impacts from the state level to the local level.

**Behavioral Health/Public Safety**

- **Blake/Drug Possession Laws:** The City strongly supports direct state funding for costs of implementing the new Blake/drug possession laws, including funding for law enforcement assisted diversion, co-responder teams, therapeutic courts, and diversion programs.
- **Behavioral Health:** The City supports broader access to additional behavioral health services for substance use disorder (SUD) treatment, including crisis treatment and ongoing behavioral and mental health treatment.
- **Funding for Basic Law Enforcement Academy Training Slots and for Formation of Regional Academies:** Lake Stevens will strongly support additional Operating funds for BLEA classroom slots and will also support expanding additional training capabilities through the formation of additional regional academies in areas such as Snohomish County.

**Housing & Homelessness/Economic Development/Infrastructure**

- **Transit Oriented Development (TOD):** The City supports density and development around appropriate transit in the city. The City desires legislation that addresses affordable housing needs, while reflecting existing and future transportation modes and maintains consistency with local community needs and local decision making.
- **Affordable Housing/Homelessness:** Lake Stevens will *support* measures to bring funding and tools to local communities to add affordable housing, permanent shelter space, and other options for those in need. This includes *support* of additional funding through the Housing Trust Fund (HTF); and other tools to use for affordable housing options in local jurisdictions, like expanding REET authority for state and locals.
- **Culverts and Fish-Barrier Removals:** Lake Stevens strongly supports additional efforts to add to the level of state investments in helping local governments address needed local culvert projects and fish-barrier removals.
- **Infrastructure:** The City strongly supports continued state investments in infrastructure (including broadband investment) particularly for operations and maintenance costs.