

EX: I PAID FOR A HEARING I NEVER GOT

Your attorney Jim Lies stated, after I spoke last week, that I've been given hearings. I said he lied. Here's one example of the truth. You have to catch Planning's approval within 14 days of Decision. I did that. I PAID for Appeal, APP19-002, Exhibit B, but the City never even sent my appeal to the Examiner!! Proof is Exhibit A. Exhibit C shows Appeal flow chart: I, appellant, files, planning staff reports, I reply back, then there's a Hearing. But, NO hearing. No staff report. Shocked I caught them in the 14 days, legal emailed planning to figure just how to get rid of my case till attorney Hall just wrote a motion to dismiss, illegal in City hearings, and the Examiner denied my appeal – sight unseen.

WHY would an examiner rule on something she never even saw? That's cause Examiner Rice signed a contract agreeing to always rule for the city. Exhibit D. She signed, quote, **"The Hearing Examiner agrees to indemnify and defend the city from and against any claims, valid or otherwise."** So, even if the city HAD sent Examiner my appeal, she was contractually required to deny it. In her denial, she stated all sorts of false things, saying my appeal was by email and that I had filed a LUPA – all false. I guess that's just false stuff attorney Hall told her. Examiner didn't even know my appeal number to write it on her denial -appeal # is the first thing listed on my appeal. Because her denial had no appeal #, I couldn't even appeal her denial in superior court. Exhibit E.

So, yes, I PAID for a hearing. I caught them within 14 days of them cheating. But because Legal and Planning knew they had no valid argument as to why they approved Jimmy Johns' illegal landscaping, getting examiner to rule on my case sight-unseen was the only solution to stop my complaint.

I guess even Examiner Rice was so disgusted on denial she had to sign, she quit immediately afterwards, in the middle of her contract.

How would YOU like to pay \$533 for a hearing, and Examiner deny your appeal sight-unseen?

If city legal's intent was to suck the life out of me, they were successful. We all look for fairness in the courts. In Everett, I've seen NO fairness, only attacks because I've complained your rogue Planning manager is not following your laws, and has injured me.

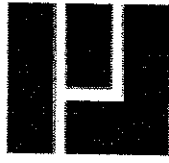
That is just ONE case where legal has broken laws themselves to protect your rogue planning manager. Why isn't legal instead trying to protect the laws of our city?

Why haven't others appealed? One must file within 14 days of plan approval, and landscaping plans aren't even *posted* in 14 days. That's cause they are 100% required to meet law. Period. Other cities that use *committees* to assure compliance. Everett just has Ingalsbe Contractors know he is sole-decider. Following zoning laws is expensive, and contractors know a little lubrication can get them out of those requirements. Contractors have told me they hate having to pay kickbacks in Everett. Is that really what you want our city to be known for?

 Oct 30, 2019

Jean Rittmann
2609 Lombard A B
Everett, WA
425-317-9332
more details at EverettCheats.com

--- Please respond above this line ---



EVERETT

WASHINGTON

RE: PUBLIC INFORMATION ACT REQUEST of 9/5/2019, Reference #E000512-090519

Dear Jean,

The City of Everett received a public records request from you on 9/5/2019. You requested the following:

"Did ANYONE from the City send a copy of APP19-002 to Examiner's office (ie to Anne Weech, who is the only one allowed to send anything to Examiner) between the dates of APP19-002 (June 25, 2019) and Aug 1, 2019? If so, who and on what date. Invoice max \$1"

After a diligent search, the City of Everett has located no records which are responsive to your request.

Thank you for your patience in awaiting this information.

Sincerely,

City Clerk's Office

CITY NEVER EVEN SENT EXAMINER MY APPEAL. ✓

She ruled on it site - unseem.

Exhibit A



CITY of EVERETT
PLANNING and COMMUNITY DEVELOPMENT

ADMINISTRATIVE DECISION
APPEAL FORM (Do not alter form)

Hearing Examiner Review

- Appeal of Review Process I Decision
Appeal of Review Process II Decision
Appeal of Application of Development Standards
Appeal of Short Subdivision
Appeal of Binding Site Plan
Appeal of Administrative Shoreline Permit
Appeal of Unlisted Use Determination
Other

FOR OFFICIAL USE ONLY
FILE # App 19-002
FEE \$ 533.00 RECEIPT # 20830.3
ASSIGNED TO:
RECEIVED
JUN 25 2019
CITY OF EVERETT
PLANNING DEPT
STAMP IN DATE

CONTACT INFORMATION

Name of Appellant Jean Rittmann Phone 425 3179382

Address 2016 Broadway Ave City Everett State WA Zip Code 98201

If applicable, list all additional Appellants below:

Name of Appellant #2 Phone
Address City State Zip Code
Name of Appellant #3 Phone
Address City State Zip Code
Name of Appellant #4 Phone
Address City State Zip Code
Name of Appellant #5 Phone
Address City State Zip Code

DECISION BEING APPEALED

Project Number B 1503-020 Project Name Jimmy Johns Planning Frial & Landscape

Property Address or Location 2602 Broadway Ave Approval

Signature of Appellant [Signature] Date June 24, 2019

If applicable:
Signature of Appellant #2 Date
Signature of Appellant #3 Date
Signature of Appellant #4 Date
Signature of Appellant #5 Date

Please Note: Policy requires that the appellant or the appellant's representative be present at the public hearing. The burden of proof for all appeals provided for by the City of Everett Zoning Code shall be upon the Appellant. All appeals must be filed on forms provided by the planning department and will not be considered valid unless the appeal form is filled out clearly, completely, and legibly and is accompanied by the applicable fee. This form shall not be altered in any way.

Exhibit B

Administrative Decision Appeal Process Flow Chart
Hearing Examiner Review

Appeal Submitted
within 14 calendar days of decision
(The appellant is precluded from later raising any appeal issue other than those specifically noted in the written appeals statement.)

Planning Staff Schedules Public Hearing
Applicant and Appellant Notified
(All appeals of Review Processes I or II project permit decisions, and any appeal of environmental determinations (other than a DS) shall be considered together in a single consolidated appeal hearing before the Hearing Examiner.)

Appellant Files Memorandum
within 10 calendar days of filing the appeal and at least 20 calendar days prior to the hearing
(Appellant files memorandum with Hearing Examiner's Office setting forth the appellant's arguments and authority. This shall be restricted to those issues set forth in appellant's typed appeals statement. This memorandum should restate the issues of appeal, cite all policies and ordinances which the appellant feels have not been properly applied by the City, and state all of the arguments the appellant plans to provide at the hearing. The appellant should begin typing this memorandum prior to obtaining notice of a hearing date.)

City Submits Staff Report
at least 10 calendar days prior to the hearing
(City staff provides Hearing Examiner and Appellant a staff report responding to Appellant's memorandum.)

Appellant Files Response
at least 5 calendar days prior to the hearing
(Appellant files memorandum with the Hearing Examiner. The scope of the reply shall be restricted to responding to issues raised in the staff report.)

Hearing Examiner Holds Hearing

Hearing Examiner Decision
10 working days after hearing
The Examiner's decision is final. Appeals are to Snohomish County Superior Court.
(The Hearing Examiner's decision starts a 10 working day request for reconsideration period. Parties of record may request reconsideration of the Examiner's decision, but this is not required.)

Reconsideration Requested
Hearing Examiner denies request or holds new hearing

Exhibit C

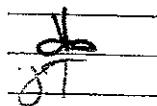
EVERETT CITY COUNCIL AGENDA ITEM COVER SHEET

PROJECT TITLE:

Appointment Confirmation
and Personal Services
Contract for Land Use and
Code Enforcement Hearing
Examiner

04/19/2017 Briefing
Proposed Action
Consent
04/26/2017 Action
First Reading
Second Reading
Third Reading
Public Hearing
Budget Advisory

COUNCIL BILL #
Originating Department Legal
Contact Person Jim Iles
Phone Number (425) 257-8739
FOR AGENDA OF April 19, 2017

Initialed by:
Department Head
CAA
Council President 

Location Preceding Action Attachments Department(s) Approval
Administration, Legal,
Planning, Code Enforcement

Amount Budgeted	-0-	
Expenditure Required	\$6,000/month	Account Number(s):
Budget Remaining	-0-	
Additional Required	-0-	

DETAILED SUMMARY STATEMENT:

James' Driscoll will complete his final term as the City's land use and code enforcement hearing examiner on July 31, 2017. At that time, he will begin providing pro tem hearing examiner services to the City. The Mayor now recommends confirmation of the appointment of Sharon Rice, who has been providing hearing examiner pro tem services to the City for the past 10 years, to the position of hearing examiner beginning August 1, 2017.

Having already completed an initial one-year term in her role as hearing examiner pro tem, this appointment is for a four-year term. Chapter 2.23 Everett Municipal Code.

Consistent with the terms of the proposed appointment, the City has negotiated a contract for Ms. Rice's land use and code enforcement hearing examiner services.

RECOMMENDATION (Exact action requested of Council):

Concur with the Mayor's appointment of hearing examiner and authorize the Mayor to execute a personal services contract with Sharon Rice as the land use and code enforcement hearing examiner for a term of four years, beginning August 1, 2017.

see p. 2

Exhibit D 1/7

**PERSONAL SERVICES CONTRACT
(LAND USE – CODE ENFORCEMENT HEARING EXAMINER)**

THIS CONTRACT, entered into the ____ day of _____, _____, by and between the City of Everett, a municipal corporation under the laws of the State of Washington, hereinafter referred to as the “City” and Sharon Rice, hereinafter referred to as the “Hearing Examiner.”

WHEREAS, it is in the best interest of the City and its citizens to provide a land use regulatory hearing system and an administrative civil code enforcement system to fairly implement and enforce land use regulations and other City codes; and

WHEREAS, the City adopted Ordinance No. 692-80 (as amended) creating the Land Use Hearing Examiner Office and Ordinance No. 1383-87 (as amended) creating the violations hearing examiner to hear Code Enforcement matters; and

WHEREAS, in accordance with EMC 2.23.040, the Mayor must appoint, with the concurrence of four city council members, the violations and land use hearing examiner for a one-year probationary term followed by a four-year term; and

WHEREAS, the Hearing Examiner has completed her probationary term by acting as the Land Use and Violations Hearing Examiner Pro Tem since 2007; and

WHEREAS, City Council has concurred with the Mayor’s appointment of the Hearing Examiner for a four-year term beginning August 1, 2017; and

WHEREAS, the Hearing Examiner has expertise and experience to perform the tasks as assigned herein;

NOW, THEREFORE, the City and the Hearing Examiner mutually agree as follows:

1. The Hearing Examiner shall receive and examine available information, conduct hearings, prepare a record thereof, enter findings of fact and conclusions based on these facts and enter decisions and recommendations, all as specified in Ordinance No. 692-80 (as amended); conduct hearings and make decisions which can be incorporated into findings of fact, conclusions of law and orders as provided in Ordinance No. 1383-87 (as amended); and conduct such hearings and make decisions as otherwise required by City ordinance(s).
2. This Contract neither constitutes nor creates an employer-employee relationship. The Hearing Examiner must provide services under this Contract as an independent contractor. The Hearing Examiner must comply with all federal and state laws and regulations applicable to independent contractors including, but not limited to, the

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requirements listed in this Section 3. The Hearing Examiner agrees to indemnify and defend the City from and against any claims, valid or otherwise, made against the City because of these obligations.

In addition to the other requirements of this Section 3, if the Hearing Examiner is a sole proprietor, the Hearing Examiner agrees that the Hearing Examiner is not an employee or worker of the City under Chapter 51 of the Revised Code of Washington, Industrial Insurance for the service performed in accordance with this Contract, by certifying to the following:

- (1) The Hearing Examiner is free from control or direction over the performance of the service; and
- (2) The service performed is outside the usual course of business for the City, or will not be performed at any place of business of the City, or the Hearing Examiner is responsible for the costs of the principal place of business from which the service is performed; and
- (3) The Hearing Examiner is customarily engaged in an independently established business of the same nature as the service performed, or has a principal place of business for the service performed that is eligible for a business deduction for federal income tax purposes; and
- (4) On the effective date of this Contract, the Hearing Examiner is responsible for filing a schedule of expenses, for the next applicable filing period, with the internal revenue service for the type of service performed; and
- (5) By the effective date of this Contract or within a reasonable time thereafter, the Hearing Examiner has established an account with the department of revenue and other state agencies, where required, for the service performed for the payment of all state taxes normally paid by employers and businesses and has registered for and received a unified business identifier number from the state of Washington; and
- (6) By the effective date of this Contract, the Hearing Examiner is maintaining a separate set of records that reflect all items of income and expenses of the services performed.

Any and all employees of the Hearing Examiner, while engaged in the performance of any services performed under this Contract, shall be considered employees of only the Hearing Examiner and not employees of the City. The Hearing Examiner shall be solely liable for any and all claims that may or might arise under the Worker's Compensation Act on behalf of said employees or Hearing Examiner, while so engaged and for any and all claims made by a third party as a consequence of any negligent act or omission on the part of the Hearing Examiner's employees, while so engaged on any of the services performed under this Contract.

IN WITNESS WHEREOF, the parties have hereto set their hands the day and year first above written.

CITY OF EVERETT

HEARING EXAMINER

Ray Stephanson, Mayor



Sharon A. Rice

Attest:

Sharon Fuller
City Clerk

Approved as to form:

James D. Iles
City Attorney

STATE RETIREMENT SYSTEMS FORM
ATTACHMENT TO PERSONAL SERVICES CONTRACT
THE HEARING EXAMINER MUST COMPLETE AND SIGN THIS FORM

1. Does the Hearing Examiner have twenty-five (25) or more employees? Yes No
IF YES: SKIP QUESTION 2, SKIP QUESTION 3, AND SIGN BELOW.
IF NO: ANSWER QUESTIONS 2 AND 3.

2. If a Hearing Examiner employee will perform services under this Contract, did that employee retire under the Public Employers' Retirement System (PERS), School Employees' Retirement System (SERS), or Teachers' Retirement System (TRS)?
Yes No

3. Answer the appropriate question below for the Hearing Examiner's business organization:

Sole Proprietor. Did the Hearing Examiner retire under the Public Employers' Retirement System (PERS), School Employees' Retirement System (SERS), or Teachers' Retirement System (TRS)? Yes No

Partnership. If a partner will perform services under this Contract, did that partner retire under the Public Employers' Retirement System (PERS), School Employees' Retirement System (SERS), or Teachers' Retirement System (TRS)? Yes No

Limited Liability Company. If a member will perform services under this Contract, did that member retire under the Public Employers' Retirement System (PERS), School Employees' Retirement System (SERS), or Teachers' Retirement System (TRS)?
Yes No

Corporation. If a shareholder will perform services under this Contract, did that shareholder retire under the Public Employers' Retirement System (PERS), School Employees' Retirement System (SERS), or Teachers' Retirement System (TRS)?
Yes No

Hearing Examiner Name: Sharon A Rice
Hearing Examiner Phone Number: 206 295 0395

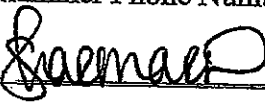
Signature:  Printed Name: Sharon A Rice Title: Principal

Exhibit D
p. 7/7

BEFORE THE HEARING EXAMINER
FOR CITY OF EVERETT

* No. Ingalisbe forced removal of zoning requirements from plan before he would approve.

In the Matter of the Appeal of)
 Jean Rittmann)
)
 of (a) Planning Department approval(s))
 regarding a landscape plan)
 at Jimmy Johns Restaurant at)
 2602 Broadway Avenue, Everett, WA)
)
 As impacting views at)
 2609 Lombard Avenue, Everett)

NO APPEAL #

ORDER DISMISSING APPEAL

False. Submitted in person - Exhibit B

Background

Jean Rittmann submitted an appeal (by email) dated June 25, 2019 and an attached declaration, which the City of Everett Examiner received on July 1, 2019. Because the appeal and declaration were confusing and did not clearly identify the City decision appealed from, on July 10, 2019 the undersigned requested a one page clarification of the appeal, which was timely submitted.

The Examiner requested a response from the City of Everett legal department, which was received on July 30, 2019. Ms. Rittmann submitted a reply, which was not invited.

Discussion

The current appeal challenges the June 21, 2019 final landscaping inspection approval of the installation of landscaping pursuant to an approved landscape plan associated with building permit #B1503-020.

Ms. Rittmann, co-author of the landscape plan, previously appealed the City's approval of her plan. Her appeal was heard and denied by the City's hearing examiner in a decision issued February 21, 2019. Ms. Rittmann appealed the examiner's decision to Superior Court pursuant to the Land Use Petition Act; the court dismissed her appeal.

False - Rittmann NEVER FILED a LUPA

The "decision" issued by the City on June 21, 2019 to grant final inspection approval to the installation of landscaping, indicating that it was installed consistent with the approved plan, is

FALSE / made - VP

not a "decision" that is appealable pursuant to Everett Municipal Code. The Code does not afford a third party appeal of inspection reports. As such, the Examiner lacks authority to hear and grant relief based on the current appeal.

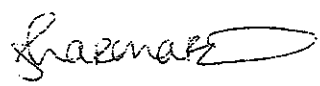
From the June 25, 2019 appeal and declaration, as well as from Ms. Rittmann's reply to the City's response to her appeal, it is clear that Ms. Rittmann's true intent remains the challenge of the landscape plan, the approval of which plan already upheld after a full and complete appeal hearing. The Everett Municipal Code does not provide for a second appeal of the approval of the landscape plan.

ORDER

The appeal is dismissed.

Ms. Rittmann is expressly informed that no further appeals related to the landscape plan approved in connection with building permit #B1503-020 will be accepted, as the matter is final and cannot be appealed again.

ORDERED: August 1, 2019



Sharon A. Rice
City of Everett Hearing Examiner

Exhibit E