



City of Lake Stevens Vision Statement

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



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

Monday, December 8, 2014 – 6:00 p.m.

WELCOME TO A CITY COUNCIL WORKSHOP SESSION

Council Workshops are designed to allow Councilmembers to gather information in preparation for making a decision on various community issues. Usually, City of Lake Stevens staff members, or occasionally an outside expert, present Councilmembers with information in response to their questions.

Brett Neissen / Community Oriented Public Health Practice Program – Presentation of Student Interview Findings re Marijuana Laws

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

Monday, December 8, 2014 – 7:00 p.m.

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

CALL TO ORDER: 7:00 P.M.
Pledge of Allegiance

ROLL CALL:

GUEST BUSINESS:

NEW EMPLOYEE INTRODUCTIONS Police Department Dan

CONSENT AGENDA: *A Approve 2014 vouchers. Barb
*B Approve Council Workshop Meeting Minutes of Barb
November 24, 2014

Lake Stevens City Council Regular Meeting Agenda

December 8, 2014

- *C Approve Council Regular Meeting Minutes of November 24, 2014 Barb
- *D Interlocal Agreement Snohomish County Surface Water Management for Billing Services Barb

PUBLIC HEARING:

PUBLIC HEARING FORMAT:

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

- *A Public Hearing in consideration of second and final reading and adoption of Ordinance No. 925, 2015 Budget Barb
- *B Public Hearing in consideration of Ordinance No. 922 re Temporary Economic Development Traffic Impact Fee Reduction – continued from November 24, 2014 City Council meeting Becky

ACTION ITEMS

- *A Resolution 2014-12 Establishing a Traffic Impact Fee Adjustment Incentive Program to Stimulate Job Growth Becky
- *B Resolution 2014-13 Establishing a Temporary Traffic Impact Fee Exemption Incentive Program Becky
- *C East Everett Voluntary Mitigation Agreement Modification Becky
- *D Resolution 2014-14 Adopting Public Defender Standards Jan
- *E Amendment to Public Defender Contract Jan
- *F Resolution 2014-10 re Senior Center Emergency Roof Repair Mick

DISCUSSION ITEMS

- *A Pedestrian Connection Plan Mick

COUNCIL PERSON'S BUSINESS

MAYOR'S BUSINESS



City of Lake Stevens Vision Statement



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STAFF REPORTS

EXECUTIVE SESSION Collective Bargaining

ADJOURN

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

Special Needs

The City of Lake Stevens strives to provide accessible opportunities for individuals with disabilities. Please contact Steve Edin, City of Lake Stevens ADA Coordinator, (425) 377-3227, at least five business days prior to any City meeting or event if any accommodations are needed. For TDD users, please use the state's toll-free relay service, (800) 833-6384, and ask the operator to dial the City of Lake Stevens City Hall number.

NOTICE:

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



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**BLANKET VOUCHER APPROVAL
 2014**

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

Payroll Direct Deposits	12/1/2014	\$153,625.83
Payroll Checks	37738-37739	\$6,185.49
Tax Deposit(s)	12/1/2014	\$65,558.77
Electronic Funds Transfers	ACH	\$94,989.82
Claims	37740-37799	\$230,527.97
Void Checks	37543	(\$210.00)
Total Vouchers Approved:		\$550,677.88

This 8th day of December 2014:

 Mayor

 Councilmember

 Finance Director

 Councilmember

 Councilmember

 Councilmember



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Accounts Payable Checks and EFTs for period of 11/25/2014 to 12/08/2014

Invoice	AccountCode	Account Description	Item Description	Amount	
AFLAC			Check 0	12/8/2014	\$1,495.80
12/01/14	001-000-284-00-00-00	Payroll Liability Other	Employee paid Insurance Prem	\$1,495.80	
Assoc of Washington Cities EFT			Check 0	12/8/2014	\$84,637.65
12/01/14	001-000-283-00-00-00	Payroll Liability Medical	Medical Insurance Premiums	\$84,637.60	
12/01/14	001-013-518-30-20-00	GG-Benefits	Medical Insurance Premium adj	\$0.05	
Dept of Revenue			Check 0	12/8/2014	\$92.35
Nov 2014	001-004-514-23-31-00	FI-Office Supplies	Excise taxes November 2014	\$5.84	
Nov 2014	001-013-518-90-49-06	GG-Excise Tax	Excise taxes November 2014	\$86.51	
Nationwide Retirement Solution			Check 0	12/8/2014	\$1,150.00
12/01/14	001-000-282-00-00-00	Payroll Liability Retirement	Employee Portion-Nationwide	\$1,150.00	
Standard Insurance Company			Check 0	12/8/2014	\$5,206.56
12/01/14	001-000-284-00-00-00	Payroll Liability Other	Life & LTD insurance premiums-Dec 2014	\$99.00	
12/01/14	001-002-513-11-20-00	AD-Benefits	Life & LTD insurance premiums-Dec 2014	\$67.74	
12/01/14	001-003-514-20-20-00	CC-Benefits	Life & LTD insurance premiums-Dec 2014	\$97.61	
12/01/14	001-004-514-23-20-00	FI-Benefits	Life & LTD insurance premiums-Dec 2014	\$122.52	
12/01/14	001-005-518-10-20-00	HR-Benefits	Life & LTD insurance premiums-Dec 2014	\$78.54	
12/01/14	001-006-518-80-20-00	IT-Benefits	Life & LTD insurance premiums-Dec 2014	\$158.44	
12/01/14	001-007-558-50-20-00	PL-Benefits	Life & LTD insurance premiums-Dec 2014	\$375.95	
12/01/14	001-007-559-30-20-00	PB-Benefits	Life & LTD insurance premiums-Dec 2014	\$167.66	
12/01/14	001-008-521-20-20-00	LE-Benefits	Life & LTD insurance premiums-Dec 2014	\$2,665.07	
12/01/14	001-010-576-80-20-00	PK-Benefits	Life & LTD insurance premiums-Dec 2014	\$10.71	
12/01/14	001-013-518-30-20-00	GG-Benefits	Life & LTD insurance premiums-Dec 2014	\$15.82	
12/01/14	101-016-542-30-20-00	ST-Benefits	Life & LTD insurance premiums-Dec 2014	\$682.47	
12/01/14	401-070-535-10-20-00	SE-Benefits	Life & LTD insurance premiums-Dec 2014	\$74.97	
12/01/14	410-016-531-10-20-00	SW-Benefits	Life & LTD insurance premiums-Dec 2014	\$590.06	

Invoice	AccountCode	Account Description	Item Description		Amount
Washington State Support Registry			Check 0	12/8/2014	\$402.46
12/01/14	001-000-284-00-00-00	Payroll Liability Other	Employee Paid Child Support		\$402.46
EFTPS Electronic Federal Tax Pmt System			Check 0	12/8/2014	\$65,558.77
12/01/14	001-000-281-00-00-00	Payroll Liability Taxes	Federal Tax Deposit for 12/01/2014		\$65,558.77
Dept of Retirement (Deferred Comp)			Check 0	12/8/2014	\$2,005.00
12/01/14	001-000-282-00-00-00	Payroll Liability Retirement	Employee Portion-State Deferre		\$2,005.00
Ace Hardware			Check 37740	12/8/2014	\$258.06
44442	001-007-558-50-31-01	PL-Operating Costs	Outlet Safety plugs		\$1.22
44442	001-007-559-30-31-01	PB-Operating Cost	Outlet Safety plugs		\$1.22
44130	001-008-521-20-31-01	LE-Operating Costs	Blaster lubricant		\$7.59
44524	001-008-521-20-31-01	LE-Operating Costs	Parts to secure fingerprint station		\$3.25
43892	001-008-521-20-31-01	LE-Operating Costs	Fluorescent light bulbs		\$39.06
44403	001-010-576-80-31-00	PK-Operating Costs	Concrete mix		\$32.47
44405	001-013-518-20-31-00	GG-Operating	Light bulbs		\$81.42
44457	101-016-544-90-31-02	ST-Operating Cost	Fasteners		\$5.17
44402	101-016-544-90-31-02	ST-Operating Cost	Circuit tester		\$7.06
44442	101-016-544-90-31-02	ST-Operating Cost	Outlet Safety plugs		\$1.22
44403	101-016-544-90-31-02	ST-Operating Cost	Concrete mix		\$32.47
44442	410-016-531-10-31-02	SW-Operating Costs	Outlet Safety plugs		\$1.22
44402	410-016-531-10-31-02	SW-Operating Costs	Circuit tester		\$7.05
44403	410-016-531-10-31-02	SW-Operating Costs	Concrete mix		\$32.47
44457	410-016-531-10-31-02	SW-Operating Costs	Fasteners		\$5.17
ACES			Check 37741	12/8/2014	\$329.00
10390GR	001-005-517-60-31-00	HR-Safety Program	Safety mtg:Common Sense & accident prevention		\$75.66
10390GR	101-016-517-60-31-00	ST-Safety Program	Safety mtg:Common Sense & accident prevention		\$126.67
10390GR	410-016-517-60-31-00	SW-Safety Program	Safety mtg:Common Sense & accident prevention		\$126.67
Advantage Building Services			Check 37742	12/8/2014	\$651.70

Invoice	AccountCode	Account Description	Item Description	Amount
1114	001-007-558-50-41-00	PL-Professional Servic	Janitorial Services	\$28.75
1114	001-007-559-30-41-00	PB-Professional Srv	Janitorial Services	\$28.75
1114	001-008-521-20-41-00	LE-Professional Services	Janitorial Services	\$300.00
1114	001-010-576-80-41-00	PK-Professional Services	Janitorial Services	\$19.16
1114	001-012-575-50-41-00	CS-Community Center - Cleaning	Janitorial Services	\$115.00
1114	001-013-518-20-41-00	GG-Professional Service	Janitorial Services	\$156.00
1114	101-016-542-30-41-02	ST-Professional Service	Janitorial Services	\$19.17
1114	410-016-531-10-41-01	SW-Professional Services	Janitorial Services	\$19.17
1114	621-000-386-00-00-00	Retainage -Public Bldg Maint	Retainage-Advantage svcs	(\$34.30)
Anderson Jennifer			Check 37743	12/8/2014
December 2014	001-000-284-00-00-00	Payroll Liability Other	Section 125 Dep Care Reimb	\$416.66
Auto Additions Inc			Check 37744	12/8/2014
IN0012917	001-008-521-20-48-00	LE-Repair & Maintenance	Rear Seat PT55	\$710.88
IN0012860	520-008-594-21-63-00	Capital Equipment	Rear Seats PT56/PT57/PT58	\$2,212.99
IN0012906	520-008-594-21-63-00	Capital Equipment	Siren Mount/light bar strap/speaker PT56	\$274.89
Blumenthal Uniforms			Check 37745	12/8/2014
96622	001-008-521-20-26-00	LE-Clothing	Armoured vest - Kilroy	\$834.05
107057	001-008-521-20-26-00	LE-Clothing	Collar brass - Lambier	\$21.79
98892-81	001-008-521-20-26-00	LE-Clothing	Pants return - J Anderson	(\$130.27)
98892-80	001-008-521-20-26-00	LE-Clothing	Pants - J Anderson	\$260.53
103267-01	001-008-521-20-31-01	LE-Operating Costs	Drug kits	\$35.19
Carquest Auto Parts Store			Check 37746	12/8/2014
2421-214187	101-016-544-90-31-02	ST-Operating Cost	Filter	\$19.05
2421-213977	101-016-544-90-31-02	ST-Operating Cost	Motor oil/fluid lubricant pump	\$44.43
2421-213967	101-016-544-90-31-02	ST-Operating Cost	Oil and air filters/motor oil	\$29.14
2121-214424	101-016-544-90-31-02	ST-Operating Cost	Windsheild wipers	\$16.28

Invoice	AccountCode	Account Description	Item Description	Amount	
2421-213977	410-016-531-10-31-02	SW-Operating Costs	Motor oil/fluid lubricant pump	\$44.42	
2121-214424	410-016-531-10-31-02	SW-Operating Costs	Windsheild wipers	\$16.28	
2421-213967	410-016-531-10-31-02	SW-Operating Costs	Oil and air filters/motor oil	\$29.14	
2421-214187	410-016-531-10-31-02	SW-Operating Costs	Filter	\$19.06	
CDW Government Inc			Check 37747	12/8/2014	\$2,180.17
QW49660	510-006-518-80-31-00	Purchase Computer Equipment	APC UPS replacement Battery	\$387.79	
QW44104	510-006-518-80-31-00	Purchase Computer Equipment	APC Uninterrupted Power Supply	\$1,792.38	
Centro Print Solutions			Check 37748	12/8/2014	\$67.95
204909	001-004-514-23-31-00	FI-Office Supplies	W2 Forms for 2014	\$67.95	
City of Everett			Check 37749	12/8/2014	\$465.00
I14002786	001-008-554-30-51-00	LE-Environmental-Animal Contro	Animal Shelter services October 2014	\$465.00	
City of Marysville			Check 37750	12/8/2014	\$22,496.26
POLIN11-0481	001-008-523-60-51-00	LE-Jail	Prisoner housing October 2014	\$4,519.88	
POLIN11-0485	001-008-523-60-51-00	LE-Jail	Prisoner Housing November 2014	\$12,400.60	
14-021	001-013-512-50-41-00	GG-Municipal Court Fees	Court fees November 2014	\$5,575.78	
Comcast			Check 37751	12/8/2014	\$116.60
11/14 0808840	001-010-576-80-42-00	PK-Communication	Internet services - City Shop	\$38.86	
11/14 0808840	101-016-543-30-42-00	ST-Communications	Internet services - City Shop	\$38.87	
11/14 0808840	410-016-531-10-42-00	SW-Communications	Internet services - City Shop	\$38.87	
Comcast			Check 37752	12/8/2014	\$134.08
11/14 0827887	101-016-542-64-47-00	ST-Traffic Control -Utility	Traffic signal control	\$134.08	
Comcast			Check 37753	12/8/2014	\$88.96
11/14 0692756	001-008-521-20-42-00	LE-Communication	Internet services - Market Place	\$88.96	
Comcast			Check 37754	12/8/2014	\$88.96
11/14 0810271	001-008-521-20-42-00	LE-Communication	Internet services - N Lakeshore Dr	\$88.96	
Comdata Corporation			Check 37755	12/8/2014	\$84.14

Invoice	AccountCode	Account Description	Item Description	12-8-14 Amount
20217084	001-008-521-20-32-00	LE-Fuel	Fuel	\$84.14
Corporate Office Supply			Check 37756	12/8/2014
156685i	101-016-544-90-31-02	ST-Operating Cost	Folders/pens/markers/White board cleaner	\$39.74
156685i	410-016-531-10-31-02	SW-Operating Costs	Folders/pens/markers/White board cleaner	\$39.73
Dwayne Lanes			Check 37757	12/8/2014
11/04/14 INV	520-008-594-21-63-00	Capital Equipment	2014 Dodge Charger 2C3CDXKT7EH371648	\$28,875.15
11/04/14 INV	520-008-594-21-63-00	Capital Equipment	2014 Dodge Charger 2C3CDXKT5EH371647	\$28,875.15
Electronic Business Machines			Check 37758	12/8/2014
107151	001-007-558-50-31-01	PL-Operating Costs	Copier repair & maint	\$46.09
105366	001-013-518-20-48-00	GG-Repair & Maintenance	Copier maintenance	\$288.90
107151	101-016-544-90-31-02	ST-Operating Cost	Copier repair & maint	\$23.04
107151	410-016-531-10-31-02	SW-Operating Costs	Copier repair & maint	\$23.04
55241A	510-006-594-18-64-00	Capital - Purch Computer Equip	Canon IRC 5250 Color Copier - Permit Center	\$12,396.69
Feldman and Lee			Check 37759	12/8/2014
Nov 2014	001-011-515-91-41-00	LG-General Indigent Defense	Public Defender services Nov 2014	\$6,982.50
Glens Rental Sales and Service			Check 37760	12/8/2014
S5685	001-010-576-80-31-00	PK-Operating Costs	Compressor rental to blow out sprinkler lines	\$123.80
Grainger			Check 37761	12/8/2014
9597508952	001-010-576-80-31-00	PK-Operating Costs	Contruaction adhesive-dock repair	\$19.28
9597043505	001-013-518-20-31-00	GG-Operating	Rodent station with blocks	\$22.22
9602503196	101-016-544-90-31-02	ST-Operating Cost	Tarps	\$36.36
9599629640	101-016-544-90-31-02	ST-Operating Cost	Hand truck	\$95.03
9602234156	101-016-544-90-31-02	ST-Operating Cost	Tarp	\$12.59
9599629640	410-016-531-10-31-02	SW-Operating Costs	Hand truck	\$95.03
9602234156	410-016-531-10-31-02	SW-Operating Costs	Tarp	\$12.59
9602503196	410-016-531-10-31-02	SW-Operating Costs	Tarps	\$36.36
Granite Construction Supply			Check 37762	12/8/2014

Invoice	AccountCode	Account Description	Item Description		Amount
55969	101-016-542-64-31-00	ST-Traffic Control - Supply	Signal light alert sign		\$119.46
Home Depot			Check 37763	12/8/2014	\$344.30
5134135	001-012-569-00-31-00	CS-Aging Services-Supplies	New door for Senior Center storage		\$344.30
Johns Cleaning Service			Check 37764	12/8/2014	\$112.84
1475	001-008-521-20-26-00	LE-Clothing	Uniform cleaning		\$112.84
Lake Stevens Fire			Check 37765	12/8/2014	\$155.00
8219	001-012-575-30-47-00	CS-Historical-Utilities	Annual Fire Inspection - Museum		\$155.00
Lake Stevens Police Guild			Check 37766	12/8/2014	\$1,042.50
12/01/14	001-000-284-00-00-00	Payroll Liability Other	Employee Paid Union Dues		\$1,042.50
Lake Stevens School District			Check 37767	12/8/2014	\$11,045.25
961	001-007-559-30-32-00	PB-Fuel	Fuel costs - October 2014		\$203.04
954	001-007-559-30-32-00	PB-Fuel	Fuel - Sept 2014		\$165.45
955	001-008-521-20-32-00	LE-Fuel	Fuel - Oct 2014		\$5,930.76
954	001-010-576-80-32-00	PK-Fuel Costs	Fuel - Sept 2014		\$35.38
961	001-010-576-80-32-00	PK-Fuel Costs	Fuel costs - October 2014		\$88.98
961	101-016-542-30-32-00	ST-Fuel	Fuel costs - October 2014		\$1,190.56
954	101-016-542-30-32-00	ST-Fuel	Fuel - Sept 2014		\$983.87
954	410-016-531-10-32-00	SW-Fuel	Fuel - Sept 2014		\$1,117.77
961	410-016-531-10-32-00	SW-Fuel	Fuel costs - October 2014		\$1,329.44
Lake Stevens Sewer District			Check 37768	12/8/2014	\$770.00
12/01/14	001-008-521-50-47-00	LE-Utilities	Sewer - N Lakeshore Dr		\$77.00
12/01/14	001-008-521-50-47-00	LE-Utilities	Sewer - Police Station		\$77.00
12/01/14	001-010-576-80-47-00	PK-Utilities	Sewer - Lundeen Park		\$154.00
12/01/14	001-012-572-20-47-00	CS-Library-Utilities	Sewer - Library		\$77.00
12/01/14	001-013-518-20-47-00	GG-Utilities	Sewer - Permit Center		\$77.00
12/01/14	001-013-518-20-47-00	GG-Utilities	Sewer - Family Center		\$77.00
12/01/14	001-013-518-20-47-00	GG-Utilities	Sewer - City Hall		\$154.00

Invoice	AccountCode	Account Description	Item Description		Amount
12/01/14	101-016-543-50-47-00	ST-Utilities	Sewer - 99th Ave SE Property		\$77.00
Law Offices of Weed Graafstra			Check 37769	12/8/2014	\$9,280.75
132	001-011-515-30-41-00	LG-Professional Service	Legal services November 2014		\$9,280.75
Lowes Companies			Check 37770	12/8/2014	\$530.28
971338	001-008-521-20-31-01	LE-Operating Costs	Formica for Police Dept		\$74.85
920232	001-008-521-20-31-01	LE-Operating Costs	Fastset Glue and cutting tool		\$9.30
972620	001-008-521-20-31-01	LE-Operating Costs	***Supplies to repair Police Dept Restroom		\$24.26
972619	001-008-521-20-31-01	LE-Operating Costs	***Supplies to repair Police Dept Restroom		\$143.86
920093	001-012-572-20-31-00	CS-Library-Office & Operating	Lights for Library		\$77.73
911499	001-013-518-20-31-00	GG-Operating	Lights & tools to repair		\$57.30
920920	001-013-518-20-31-00	GG-Operating	Flood lights		\$124.38
920232	101-016-544-90-31-02	ST-Operating Cost	Fastset Glue and cutting tool		\$9.30
920232	410-016-531-10-31-02	SW-Operating Costs	Fastset Glue and cutting tool		\$9.30
Macks Towing			Check 37771	12/8/2014	\$163.20
55060	001-008-521-20-31-01	LE-Operating Costs	Evidence towing - Case #14-02903		\$163.20
Monroe Correctional Complex			Check 37772	12/8/2014	\$378.16
MCC1410.117	101-016-542-30-48-00	ST-Repair & Maintenance	Work Crew October 2014		\$228.76
MCC1410.117	410-016-531-10-48-00	SW-Repairs & Maintenance	Work Crew October 2014		\$149.40
Office of The State Treasurer			Check 37773	12/8/2014	\$7,581.12
Nov 2014	633-007-586-00-00-02	Building - State Bl	Nov 2014 State Court Fees		\$74.00
Nov 2014	633-008-586-00-00-03	Public Safety And Ed. 1986	Nov 2014 State Court Fees		\$3,759.90
Nov 2014	633-008-586-00-00-04	Public Safety And Education	Nov 2014 State Court Fees		\$2,135.79
Nov 2014	633-008-586-00-00-05	Judicial Information System-Ci	Nov 2014 State Court Fees		\$632.48
Nov 2014	633-008-586-00-00-08	Trauma Care	Nov 2014 State Court Fees		\$220.45
Nov 2014	633-008-586-00-00-09	School Zone Safety	Nov 2014 State Court Fees		\$15.94
Nov 2014	633-008-586-00-00-10	Public Safety Ed #3	Nov 2014 State Court Fees		\$142.62
Nov 2014	633-008-586-00-00-11	Auto Theft Prevention	Nov 2014 State Court Fees		\$322.70

Invoice	AccountCode	Account Description	Item Description	Amount
Nov 2014	633-008-586-00-00-12	HWY Safety Act	Nov 2014 State Court Fees	\$36.56
Nov 2014	633-008-586-00-00-13	Death Inv Acct	Nov 2014 State Court Fees	\$36.09
Nov 2014	633-008-586-00-00-14	WSP Highway Acct	Nov 2014 State Court Fees	\$204.59
Orion Safety Products			Check 37774	12/8/2014
				\$614.70
238620	001-008-521-20-31-01	LE-Operating Costs	Road flares	\$614.70
Outcomes by Levy LLC			Check 37775	12/8/2014
				\$5,041.72
2014-11-LS	001-013-511-20-41-02	GG-Advisory Srv - Lobbying	Legislative Lobbying services Nov 2014	\$5,041.72
Pena Rod			Check 37776	12/8/2014
				\$4.33
12/3/14 exp	001-006-518-80-31-00	IT-Office Supplies	Mini Screwdriver set	\$4.33
Pitney Bowes			Check 37777	12/8/2014
				\$112.17
9619164NV14	001-013-518-20-45-00	GG-Equipment Rental	Postage Machine rental Nov 2014	\$112.17
Purchase Power			Check 37778	12/8/2014
				\$350.00
11/24/2014	001-007-558-50-42-00	PL-Communication	Postage	\$80.77
11/24/2014	001-013-518-20-42-00	GG-Communication	Postage	\$232.93
11/24/2014	101-016-543-30-42-00	ST-Communications	Postage	\$18.15
11/24/2014	410-016-531-10-42-00	SW-Communications	Postage	\$18.15
Republic Services 197			Check 37779	12/8/2014
				\$736.20
0197001775581	001-010-576-80-31-00	PK-Operating Costs	Dumpster svcs - Lundeen Park	\$243.97
0197001775581	001-010-576-80-45-00	PK-Equipment Rental	Dumpster rental - Lundeen Park	\$13.20
0197001776366	001-013-518-20-31-00	GG-Operating	Dumpster services - City Hall	\$107.84
0197001776366	001-013-518-20-45-00	GG-Equipment Rental	Dumpster rental - City Hall	\$14.15
0197001775758	101-016-542-30-45-00	ST-Rentals-Leases	Dumpster Rental - City Shop	\$7.65
0197001775758	101-016-544-90-31-02	ST-Operating Cost	Dumpster services - City Shop	\$170.87
0197001775758	410-016-531-10-31-02	SW-Operating Costs	Dumpster services - City Shop	\$170.87
0197001775758	410-016-531-10-45-00	SW-Equipment Rental	Dumpster Rental - City Shop	\$7.65
Robinson Noble			Check 37780	12/8/2014
				\$606.17
14-932	101-016-542-30-41-02	ST-Professional Service	Geotechnical engineering services	\$606.17

Invoice	AccountCode	Account Description	Item Description		Amount
Sherwin-Williams Co			Check 37781	12/8/2014	\$56.20
1584-7	101-016-542-64-31-00	ST-Traffic Control - Supply	White paint		\$56.20
Snohomish County PUD			Check 37782	12/8/2014	\$11,821.62
117507619	001-008-521-50-47-00	LE-Utilities	200558690		\$116.28
160181695	001-010-576-80-47-00	PK-Utilities	203203245		\$249.27
130756442	001-010-576-80-47-00	PK-Utilities	205395999		\$132.59
107553843	001-010-576-80-47-00	PK-Utilities	202340527		\$15.61
143887723	101-016-542-63-47-00	ST-Lighting - Utilities	203728159		\$103.02
120824108	101-016-542-63-47-00	ST-Lighting - Utilities	202624367		\$8,113.47
150482287	101-016-542-63-47-00	ST-Lighting - Utilities	204719074		\$14.36
107555287	101-016-542-63-47-00	ST-Lighting - Utilities	201595113		\$287.03
143890939	101-016-542-63-47-00	ST-Lighting - Utilities	201973682		\$37.37
120824109	101-016-542-63-47-00	ST-Lighting - Utilities	202648101		\$876.60
120824110	101-016-542-63-47-00	ST-Lighting - Utilities	202670725		\$977.89
110868729	101-016-542-63-47-00	ST-Lighting - Utilities	202013249		\$183.77
124138082	101-016-542-63-47-00	ST-Lighting - Utilities	203731153		\$181.51
107553843	101-016-542-63-47-00	ST-Lighting - Utilities	202340527		\$15.61
156950795	101-016-542-63-47-00	ST-Lighting - Utilities	203582010		\$188.48
124138081	101-016-542-63-47-00	ST-Lighting - Utilities	203730189		\$153.52
107553843	410-016-531-10-47-00	SW-Utilities	202340527		\$15.62
107552052	410-016-531-20-47-00	SW-Aerator Utilities	202150405		\$159.62
Snohomish County PW S			Check 37783	12/8/2014	\$212.18
1000368942	101-016-542-64-48-00	ST-Traffic Control - R&M	Traffic signal repair		\$212.18
Snohomish County PW V			Check 37784	12/8/2014	\$11,619.76
1000368875	001-008-521-20-48-00	LE-Repair & Maintenance	Vehicle and radio repairs		\$4,849.78
1000368875	101-016-542-30-48-00	ST-Repair & Maintenance	Vehicle repairs		\$3,095.46
1000368875	101-016-542-64-48-00	ST-Traffic Control - R&M	Traffic sign repair		\$579.06

Invoice	AccountCode	Account Description	Item Description	Amount
1000368875	410-016-531-10-48-00	SW-Repairs & Maintenance	Vehicle repairs	\$3,095.46
Snohomish County Sheriffs Office			Check 37785	12/8/2014
				\$7,474.00
1000368959	001-008-521-30-51-00	LE-Drug Task Force	JAG Grant Taskforce	\$7,474.00
Snohomish County Treasurer			Check 37786	12/8/2014
				\$159.46
Nov 2014	633-008-586-00-00-01	Crime Victims Compensation	Nov 2014 Crime Victimes Compensation	\$159.46
Snopac			Check 37787	12/8/2014
				\$26,039.54
7101	001-008-528-00-51-00	LE-Snopac Dispatch	Dispatch services	\$26,039.54
Sound Publishing Inc			Check 37788	12/8/2014
				\$255.04
EDH601258	001-001-511-60-31-00	Legislative - Operating Costs	Public Notice-Health Practice Program Council Workshop	\$27.52
EDH601238	001-004-514-23-41-01	FI-Advertising	2014 Budget Amend & Ord 924	\$29.36
EDH602756	001-004-514-23-41-01	FI-Advertising	2015 Budget hearing continuance	\$10.32
EDH601426	001-007-558-50-41-03	PL-Advertising	LUA2014-0084 Sedona Plat	\$60.32
EDH601457	001-007-558-50-41-03	PL-Advertising	LUA2014-0085 Stevens Crest Short Plat	\$60.32
EDH602280	001-007-558-50-41-03	PL-Advertising	LUA2014-0081 Westlake Crossing	\$67.20
Staples			Check 37789	12/8/2014
				\$12.83
3249658586	001-008-521-20-31-01	LE-Operating Costs	Key tags	\$9.04
3248866081	001-008-521-20-31-01	LE-Operating Costs	Box for evidence storage	\$3.79
Summit Law Group			Check 37790	12/8/2014
				\$2,231.44
70113	001-008-521-20-41-02	LE-Professional Srv-Legal	Services related to Guild negotiations	\$2,231.44
Tacoma Screw Products Inc			Check 37791	12/8/2014
				\$91.42
30604256	001-010-576-80-31-00	PK-Operating Costs	Gloves/screws/Hex nuts/shrink tube	\$30.48
30604256	101-016-544-90-31-02	ST-Operating Cost	Gloves/screws/Hex nuts/shrink tube	\$30.47
30604256	410-016-531-10-31-02	SW-Operating Costs	Gloves/screws/Hex nuts/shrink tube	\$30.47
Teamsters Local No 763			Check 37792	12/8/2014
				\$571.00
12/01/14	001-000-284-00-00-00	Payroll Liability Other	Union Dues	\$571.00
The Sharp Shop			Check 37793	12/8/2014
				\$43.44

Invoice	AccountCode	Account Description	Item Description		Amount
347839	101-016-544-90-31-02	ST-Operating Cost	Sharpen chipper knives		\$21.72
347839	410-016-531-10-31-02	SW-Operating Costs	Sharpen chipper knives		\$21.72
United Way of Snohomish Co			Check 37794	12/8/2014	\$181.68
12/01/14	001-000-284-00-00-00	Payroll Liability Other	Employee Contributions		\$181.68
UPS			Check 37795	12/8/2014	\$19.41
74Y42474	001-008-521-20-42-00	LE-Communication	Evidence shipping		\$19.41
Verizon Northwest			Check 37796	12/8/2014	\$2,341.00
9736005552	001-001-513-10-42-00	Executive - Communication	Wireless Phone and Data Services		\$82.24
9736005552	001-002-513-11-42-00	AD-Communications	Wireless Phone and Data Services		\$82.24
9736005552	001-003-514-20-42-00	CC-Communications	Wireless Phone and Data Services		\$16.98
9736005552	001-005-518-10-42-00	HR-Communications	Wireless Phone and Data Services		\$52.22
9736005552	001-006-518-80-42-00	IT-Communications	Wireless Phone and Data Services		\$124.44
9736005552	001-007-558-50-42-00	PL-Communication	Wireless Phone and Data Services		\$82.24
9736005552	001-007-559-30-42-00	PB-Communication	Wireless Phone and Data Services		\$104.83
9736005552	001-008-521-20-42-00	LE-Communication	Wireless Phone and Data Services		\$1,451.09
9736005552	001-010-576-80-42-00	PK-Communication	Wireless Phone and Data Services		\$114.91
9736005552	101-016-543-30-42-00	ST-Communications	Wireless Phone and Data Services		\$114.91
9736005552	410-016-531-10-42-00	SW-Communications	Wireless Phone and Data Services		\$114.90
Washington State Dept of Enterprise Svcs			Check 37797	12/8/2014	\$82.52
73128204	001-008-521-20-31-00	LE-Office Supplies	Business cards - Lyons/Heinemann		\$82.52
Washington Teamsters Welfare Trust			Check 37798	12/8/2014	\$1,308.60
12/01/14	001-000-283-00-00-00	Payroll Liability Medical	Teamsters Dental Ins Premiums		\$1,308.60
Zachor and Thomas Inc PS			Check 37799	12/8/2014	\$17,160.00
636	001-011-515-30-41-01	PG-Prosecutor Fees	Prosecutor services November 2014		\$8,580.00
637	001-011-515-30-41-01	PG-Prosecutor Fees	Prosecutor services December 2014		\$8,580.00
Total Disbursements					\$391,076.56



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

Monday, November 24, 2014

Lake Stevens School District Educational Service Center (Admin. Bldg.)
12309 22nd Street N.E. Lake Stevens

CALL TO ORDER: 6:00 p.m. by Mayor Vern Little

COUNCILMEMBERS PRESENT: Kim Daughtry, Sam Low, John Spencer, Todd Welch,
Kathy Holder, and Marcus Tageant

COUNCILMEMBERS ABSENT: Suzanne Quigley

STAFF MEMBERS PRESENT: City Administrator Jan Berg, Planning Director Becky
Ableman, Finance Director/City Clerk Barb Stevens, Police
Chief Dan Lorentzen, Human Resource Director Steve
Edin, Senior Planner Russ Wright, Civil Engineer Adam
Emerson

OTHERS: Brett Neissen and UW Students

Councilmembers participated in interviews conducted by Brett Neissen and a team of University of Washington students regarding the new marijuana laws and the impact on the community.

Adjourn. 6:45 p.m.

Mayor Vern Little

Barb Stevens, City Clerk



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

Monday, November 24, 2014

Lake Stevens School District Educational Service Center (Admin. Bldg.)
12309 22nd Street N.E. Lake Stevens

CALL TO ORDER: 7:00 p.m. by Mayor Vern Little

COUNCILMEMBERS PRESENT: Todd Welch, Kathy Holder, Kim Daughtry, Marcus Tageant, Sam Low and John Spencer

COUNCILMEMBERS ABSENT: Suzanne Quigley

STAFF MEMBERS PRESENT: City Administrator Jan Berg, Planning Director Becky Ableman, Finance Director/City Clerk Barb Stevens, Public Works Director Mick Monken, Human Resource Director Steve Edin, Police Chief Dan Lorentzen, Senior Planner Russ Wright, Senior Planner Sally Payne, Civil Engineer Adam Emerson, Deputy City Clerk Kathy Pugh and City Attorney Cheryl Beyer

OTHERS: Doug Levy and Jennifer Ziegler

Excused Absence. Councilmember Daughtry, moved, Councilmember Spencer seconded, to excuse Councilmember Quigley from the meeting. Motion carried unanimously (6-0-0-1).

Mayor Little announced that Action Item A Boards and Commissions Reappointments will be moved to Guest Business on the agenda and that the Executive Session is being rescheduled to the December 8, 2014 meeting.

Guest Business. Mayor Little said that Diana Borges is not present, but that she will receive a Certificate of Appreciation acknowledging her years of service as a Library Board member.

Boards and Commissions Reappointments to Planning Commission, Library Board and Arts Commission:

Library Board: Mayor Little reported that since production of the packet, Penny Dorsey interviewed for the Library Board and he recommended that she be appointed to the vacant position for a four-year term beginning January 1, 2015. He also recommended the reappointment of Shaelynn Charvet Bates, Janice Stepp and Andrew Powers for four-year terms beginning January 1, 2015 and ending December 31, 2018.

MOTION: Councilmember Low moved, Councilmember Tageant seconded, to approve the appointment of Penny Dorsey and the reappointment of Shaelynn Charvet Bates, Janice Stepp and Andrew Powers to the Library Board as recommended by the Mayor. Motion carried unanimously (6-0-0-1).

Arts Commission: Mayor Little recommended the reappointment of Robert Cruickshank, Eileen Tietze and Kristin Hunt to the Arts Commission for four-year terms beginning January 1, 2015 and ending December 31, 2018.

MOTION: Councilmember Spencer moved, Councilmember Holder seconded, to approve the reappointment of Robert Cruickshank, Eileen Tietze and Kristin Hunt to the Arts Commission as recommended by the Mayor. Motion carried unanimously (6-0-0-1).

Planning Commission: Mayor Little recommended the reappointment of Janice Huxford and Gary Petershagen to the Planning Commission for four-year terms beginning January 1, 2015 and ending December 31, 2018.

MOTION: Councilmember Daughtry moved, Councilmember Low seconded, to approve the reappointment of Janice Huxford and Gary Petershagen to the Planning Commission as recommended by the Mayor. Motion carried unanimously (6-0-0-1).

Consent Agenda. Moved by Councilmember Tageant, Councilmember Low seconded, to approve (A) 2014 vouchers [Payroll Direct Deposits 11/14/2014 of \$146,971.45, Payroll Checks 37683-37684 in the amount of \$5,989.97, Tax Deposit(s) 11/14/2014) of \$62,269.95; Electronic Funds Transfers (ACH) of \$5,152.78, Claims check numbers 37681-37682, 37685-37737 of \$124,184.70, Void Checks 37270, 37608 and 37645 totaling \$1,889.40, Total Vouchers Approved: \$342,679.65]; and (B) Council Regular Meeting Minutes of November 10, 2014. Motion carried unanimously (6-0-0-1).

PUBLIC HEARINGS: City Clerk Barb Stevens read the public hearing procedure for Open Record Public Hearings and noted the procedures would apply to both the public hearing in consideration of Ordinance 922 re Temporary Economic Development Traffic Impact Fee Reduction and the public hearing in consideration of the second reading and adoption of Ordinance No. 925, 2015 Budget.

Public Hearing in consideration of Ordinance 922 re Temporary Economic Development Traffic Impact Fee Reduction: Planning Director Becky Ableman noted this public hearing is continued from the November 10, 2014 regular council meeting. She then presented the staff report and said the ordinance does not adopt the incentive programs specifically, but adopts the authority for Council to put those incentive programs in place by resolution. Director Ableman said the two specific incentive programs will be before Council at the December 8 meeting. She reviewed first incentive program, which is targeted to job creation. Discussion ensued and there was consensus that this incentive be in place for three years, that there be no cap on the number of jobs created and that detail be provided on when an application would vest. The second incentive program is based on performance of retail sales tax receipts for the city averaged over a three-year period. Marysville uses a \$200,000 threshold, and Snohomish uses a sliding scale. Director Ableman explained that when a traffic impact fee is paid by a business it is held in an account, and once that business reaches the retail sales tax threshold, a percentage of the impact fee is returned, together with accrued interest. Discussion ensued and Council requested a program be developed and also that sample programs be provided for review.

Mayor Little invited public comments on the proposed code amendment.

Darron Pyper, 2011 – 99th Avenue SE, said it is important that these programs be handled at the pre-application meeting, agreed that permits should be extended two years and believes the City's allowable passby percentages for his site are off by 20% in accordance with the national standards.

Public Works Director Monken explained that traffic impact fees are determined specific to an individual site land use using a National Standard and include a passby trip discount. The information the city uses for passby trips was provided by the consultant and is based on Institute of Traffic Engineers guidelines, which uses the national standard for determining trip generation. Director Monken requested Mr. Pyper to provide a published document supporting the claimed passby percentage and this would be reviewed and considered for usage if accepted.

MOTION: Councilmember Tageant moved, Councilmember Low seconded, to continue the public comment and public hearing in consideration of Ordinance 922 re Temporary Economic Development Traffic Impact Fee Reduction to December 8, 2014. Motion carried unanimously (6-0-0-1).

Public Hearing in consideration of the second reading and adoption of Ordinance 925, 2015 Budget. Finance Director Barb Stevens presented the staff report and responded to Councilmembers' questions. Discussion ensued regarding staffing levels in the Police Department.

MOTION: Councilmember Low moved, Councilmember Spencer seconded, to bring Ordinance 925 – proposed 2015 budget to the December 8, 2014 Council Meeting with an amendment to include two additional full time police officers and an additional police vehicle. Motion carried unanimously (6-0-0-1).

Mayor Little invited public comments on the proposed 2015 budget and there were none.

MOTION: Councilmember Daughtry moved, Councilmember Holder seconded, to close the public comment portion of the public hearing. Motion carried unanimously (6-0-0-1).

MOTION: Councilmember Welch moved, Councilmember Tageant seconded, to continue the public hearing in consideration of the second reading and adoption of Ordinance No. 925, 2015 budget to December 8, 2014. Motion carried unanimously (6-0-0-1).

Action Items:

Resolution 2014-9 re Frontier Heights Park CDBG Grant Application: Associate Planner Sally Payne presented the staff report and said Council's endorsement is needed to complete the submittal of the 2015 Community Development Block Grant application. She then responded to Councilmembers' questions.

MOTION: Councilmember Daughtry moved, Councilmember Holder seconded, to approve Resolution 2014-9 endorsing the City's submittal of a 2015 Community Development Block Grant Application to Snohomish County for funds to make improvements to Frontier Heights Park. Motion carried unanimously (6-0-0-1).

PropertyRoom, Inc. Contract: Police Chief Dan Lorentzen presented the staff report and responded to Councilmembers' questions.

MOTION: Councilmember Spencer moved, Councilmember Holder seconded, to authorize the Mayor to enter into a two-year contract with Property Disposition Services (PropertyRoom, Inc.) for disposition of excess property collected by the Police Department. Motion carried unanimously (6-0-0-1).

Interlocal Agreement with Snohomish County re Fiber: City Administrator Jan Berg presented the staff report and said this will provide a faster and more reliable network connection for New World Systems (NWS) than public broadband services currently do.

MOTION: Councilmember Tageant moved, Councilmember Daughtry seconded, to authorize the Mayor to enter into a five-year interlocal agreement with Snohomish County Department of Information Services to allow the City to install networking gear in the County's Data Center. Motion carried unanimously (6-0-0-1).

2015 Legislative Priorities: City Administrator Berg presented the staff report and introduced Doug Levy and Jennifer Ziegler, the city's lobbyists. Ms. Ziegler and Mr. Levy reviewed the proposed 2015 legislative priorities; and responded to questions regarding the identified priorities.

MOTION: Councilmember Tageant moved, Councilmember Low seconded, to approve the 2015 legislative priorities as proposed. Motion carried unanimously (6-0-0-1).

Discussion Items:

2015 Comprehensive Plan Update: City Planner Russ Wright presented the staff report. He said the Draft 20-Year Comprehensive Plan Vision Statements was prepared with input from the Planning Commission. He also reviewed the public survey results on the 2015 Comprehensive Plan and issues that will affect the city over the next twenty years and responded to Councilmembers' questions. He then reviewed the next steps to update the Comprehensive Plan.

Council Person's Business: Councilmembers reported on the following meetings: Councilmember Low: DECA, met with UW students; Councilmember Daughtry: DECA, Community Transit.

Mayor's Business: Has been talking with legislators regarding legislative priorities.

Staff Reports: Staff reported on the following: City Administrator Berg: AWC Action Days; Planning Director Ableman: Cavalero Park Planning meeting, the next public meeting will be December 9 at 7:00 p.m. at the Fire Station Conference Center; there will be a joint Council-Park Board meeting on January 12 regarding Cavalero Park; Lake Stevens School District Strategic Planning Committee; Public Works Director Monken: received hydraulics repairs approval for boat launch repair, received notice of TIB funding for sidewalks by mini roundabouts; Police Chief Lorentzen: Police Department received recognition from Marysville for assisting in the response to the Marysville-Pilchuck High School tragedy.

Adjourn. Moved by Councilmember Low, Councilmember Daughtry seconded, to adjourn the meeting at 9:34 p.m. Motion carried unanimously (6-0-0-1).

Vern Little, Mayor

Kathy Pugh, Deputy City Clerk



LAKE STEVENS CITY COUNCIL
STAFF REPORT

Council Agenda Date: December 8, 2014

Subject: Interlocal Agreement with Snohomish County for Surface Water Management Billing Services

Contact Person/Department: Barb Stevens, Finance

Budget Impact: N/A

RECOMMENDATION(S)/ACTION REQUESTED OF COUNCIL: Authorize the Mayor to sign the Interlocal Agreement with Snohomish County for Surface Water Management Billing Services.

SUMMARY/BACKGROUND:

The City of Lake Stevens has been contracting with Snohomish County to provide billing for the collection of surface water fees since the establishment of the Surface Water Fund in 1998.

SWM fees are set by the City while customer accounts are maintained by the County's Surface Water Management department, and billing is completed by the County Treasurer. An amended interlocal agreement was approved in 2009 to include updated legal description and termination clause.

Per the ILA, by June 30th each year, the County is required to deliver the "estimate" of the Annual Service Fee for the next calendar year. For 2015, the estimate is \$2.79 per account or \$31,185. This amount is included in the 2015 proposed budget.

The ILA being recommended today is intended to replace and supersede the 1998 ILA. This ILA is substantially unchanged with regard to content, and includes a revised termination element, a simplified indemnification section, and the addition of a new paragraph regarding public disclosure laws.

APPLICABLE CITY POLICIES:

BUDGET IMPACT: None

ATTACHMENTS:

- ▶ Exhibit A: Interlocal Agreement for Surface Water Billing Services

INTERLOCAL AGREEMENT FOR SURFACE WATER MANAGEMENT BILLING SERVICES

This INTERLOCAL AGREEMENT FOR SURFACE WATER MANAGEMENT BILLING SERVICES (this “Agreement”) is made and entered into as of this 8th day of December, 2014, by and between the **CITY OF LAKE STEVENS**, a Washington municipal corporation (the “City”), and **SNOHOMISH COUNTY**, a political subdivision of the State of Washington (the “County”).

RECITALS

WHEREAS, the City recognizes the need for comprehensive surface water management to preserve and protect the environment, public and private property and the health and welfare of its citizens; and

WHEREAS, the City represents that it has adopted the necessary legislation authorizing the City to enter into this Agreement and to establish a surface water management program and service charge; and

WHEREAS, the County has systems, staffing and workflows in place for billing surface water management service charges which can be used for another jurisdiction’s billing when an interlocal agreement is entered into for that purpose; and

WHEREAS, Chapter 39.34 RCW, the Interlocal Cooperation Act, authorizes public agencies, including cities and counties, to enter into cooperative agreements with one another to make the most efficient use of their respective resources; and

WHEREAS, the City and the County are the parties to that certain Interlocal Agreement between Snohomish County and the City of Lake Stevens, dated July 28, 1998, and recorded under Snohomish County Auditor’s File No. 9807311210 (the “1998 ILA”), which has been renewed on an annual basis through calendar year 2014; and

WHEREAS, the City now desires to have the County continue to perform surface water management billing services for the City, and the County agrees to perform said services, all under the terms and conditions described in this Agreement; and

WHEREAS, the City and the County intend that this Agreement shall replace and supersede the 1998 ILA. Accordingly, if and when this Agreement becomes effective, the 1998 ILA shall immediately terminate and be of no further force or effect;

AGREEMENT

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

1. PURPOSE AND ADMINISTRATION

1.1 Purpose of Agreement

This Agreement is authorized by and entered into pursuant to the Interlocal Cooperation Act, chapter 39.34 RCW. The purpose and intent of this Agreement is for the County to perform surface water management billing and collection services for properties located within the incorporated limits of the City and within Snohomish County. The Agreement establishes a means whereby the County can act as the City's agent in performing the services. The City shall cooperate with the County to the extent reasonably necessary for accomplishing the services, and shall reimburse the County for the County's costs incurred in performing the services, as more fully described in Section 4 below. The parties agree that no separate legal or administrative entities are necessary to carry out 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 the performance of this Agreement will remain the sole property of such party, and the other party shall have no interest therein.

1.2 Administrators

Each party to this Agreement shall designate an individual (an "Administrator"), which may be designated by title or position, to oversee and administer such party's participation in this Agreement. The parties' initial Administrators shall be the following individuals:

City's Initial Administrator:

Barb Stevens
City Clerk
PO Box 257
Lake Stevens, WA 98258
Telephone: (425) 334-1012
Facsimile: (425) 344-0835
Email: bstevens@lakestevenswa.gov

County's Initial Administrator:

Lori White
Snohomish County
Department of Public Works
3000 Rockefeller Avenue M/S 607
Everett, Washington 98201
Telephone: (425) 388-3536
Facsimile: (425) 388-6449
Email: Lori.White@snoco.org

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

1.3 Condition Precedent to Effectiveness

As provided by RCW 39.34.040, this Agreement shall not take effect unless and until it has been: (i) duly executed by both parties; and (ii) either filed with the County Auditor or posted on the County's Interlocal Agreements website.

2. TERM

The term of this Agreement (the “Term”) shall commence on January 1, 2015 (the “Commencement Date”), and shall expire on December 31, 2025 (the “Expiration Date”); provided, however, that the County’s obligations after December 31, 2014, are contingent upon local legislative appropriation of the necessary funds for this specific purpose in accordance with the Snohomish County Charter and applicable law.

3. SERVICE CHARGE BILLING AND COLLECTIONS SERVICES

3.1 Service Charges

Chapter 11.04 of the Lake Stevens Municipal Code (“LSMC”) imposes on real property located within the City certain service charges (the “Service Charges”) to fund the City’s storm and surface water management utility. Each calendar year during the Term of this Agreement, the City shall have the option to instruct the County to handle for the City billing and collection of the Service Charges, as more fully described in this Section 3. The City shall at all times remain responsible for establishing rates for the Service Charges. The City shall promptly notify the County of any amendment to the LSMC that affects the County’s billing and collection Service Charges under this Agreement.

3.2 County Responsibilities

- (i) The County will maintain customer information systems as necessary to provide for Service Charges billing and collection.
- (ii) The County shall collect Service Charges from real property owners within the incorporated limits of the City and lying within Snohomish County using a combined property tax and surface water billing statement in accordance with rate categories provided by the City. The County shall not bill or collect Service Charges for public rights-of-way, federal real property, and real property without a Snohomish County tax parcel number.
- (iii) The County shall deposit the Service Charges into a separate account and will disburse the Service Charges to the City, less any accrued interest, in accordance with Section 3.4 of this Agreement
- (iv) The County shall provide the City with information about delinquent accounts to the extent reasonably apparent from County records upon request by the City.
- (v) The County shall respond to ratepayer inquiries regarding processes within the County’s control and refer to the City all other customer service inquiries related to billing and revenue collection for City property owners.
- (vi) The County shall provide other services reasonably incidental to billing and revenue collection as requested and determined appropriate by the County.

3.3 City Responsibilities

- (i) For each calendar year during the Term of this Agreement, the City shall ensure it has provided legal authority for this Agreement by enacting legislation which:
 - (a) Authorizes the County to collect Service Charges from owners of real property located in the City; and
 - (b) Permits the County to act as the City's agent for collecting the Service Charges and providing related services.
- (ii) On or before December 1st of each calendar year during the Term of this Agreement, the City shall provide to the County the rate structure for the Service Charges as adopted in the LSMC for the following calendar year. Such rate structure shall include all classifications, exemptions, credits, and non-standard charges.
- (iii) The City shall respond to ratepayer inquiries regarding service charges and processes within the City's control.
- (iv) The City shall be responsible for all actions pursuant to delinquent accounts.
- (v) The City shall be responsible for billing and collecting Service Charges for public rights-of-way, federal real property, and real property without a Snohomish County tax parcel number.
- (vi) For each calendar year during the Term of this Agreement, the City shall pay to the County a Service Fee as defined in Section 4 below.

3.4 Delivery of Service Charges

In any calendar year for which the County collects Service Charges for the City, the County shall deliver to the City the Service Charges it collects, without any accrued interest, according to the following schedule, or such other schedule as the parties may agree upon:

- (i) By May 31st, the County shall deliver to the City all Service Charges collected for the months of January, February, March and April.
- (ii) By August 31st, the County shall deliver to the City all Service Charges collected for the months of May, June and July.
- (iii) By November 30th, the County shall deliver to the City all Service Charges collected for the months of August, September and October.
- (iv) By January 31st of the following calendar year, the County shall deliver to the City all Service Charges collected for the months of November and December.

4. COMPENSATION

4.1 County Estimate of Annual Service Fee

The City shall reimburse the County for all reasonable costs and expenses incurred by the County related to the billing and collection of Service Charges (the “Annual Service Fee”) under this Agreement. On or before June 30th of each calendar year during the Term of this Agreement, the County shall deliver to the City a written non-binding estimate (the “Estimate”) of the Annual Service Fee for the following calendar year. The Estimate shall describe in reasonable detail the amount of time anticipated to be spent by the County on services and the cost of any material or equipment expected to be used by the County in performing its obligations under this Agreement.

4.2 City Response to the County Estimate

The City may respond to the Estimate within thirty (30) days by delivering written notice to the County identifying any errors or omissions contained in, or other corrections needed to, the Estimate.

4.3 Invoicing and Payment

On or before June 30th of each calendar year during the Term of this Agreement, the County shall submit an invoice for the Annual Service Fee to the City. The invoice shall describe in reasonable detail the amount of time spent by the County on services and the cost of any material or equipment used by the County in performing said services for the preceding calendar year. The City shall pay the invoice within thirty (30) days of receiving same. The invoice shall be sent to the following address:

City of Lake Stevens
P.O. Box 257
Lake Stevens, WA 98258
Attn: Accounts Payable

4.4 Invoice Dispute and Remedy

The City shall respond in writing to the County within ten (10) days of receiving the County invoice advising the County of any errors or omissions contained in, or other corrections needed to, the invoice. The County shall respond to each City concern with sufficient documentation to support the charge or adjust the invoice if it is in error. The County shall provide explanation where charges deviate from the estimate. When the City and County have agreed that charges listed in the invoice or adjusted charges accurately represent the true cost of reimbursement, the City shall have thirty (30) days to pay the revised invoice.

5. INDEPENDENT CONTRACTOR

All work performed by the County pursuant to this Agreement shall be performed by the County as an independent contractor and not as an agent or employee of the City. The

County shall furnish, employ, and have exclusive control of all persons to be engaged in performing the County's obligations under this Agreement (collectively, the "County Personnel") and shall prescribe and control the means and methods of performing such obligations by providing adequate and proper supervision. The County Personnel shall for all purposes be solely the employees or agents of the County and shall not be deemed to be employees or agents of the City for any purpose whatsoever. With respect to the County Personnel, the County shall be solely responsible for compliance with all rules, laws, and regulations relating to employment of labor, hours of labor, working conditions, payment of wages and payment of taxes, such as employment, Social Security, and other payroll taxes including applicable contributions from the County Personnel when required by law.

6. TERMINATION FOR CONVENIENCE

This Agreement may be terminated by either party for any reason or for no reason, by giving ninety (90) days advance written notice of termination to the other party. Any termination notice delivered pursuant to this Section 6 shall specify the date on which the Agreement will terminate. If this Agreement is terminated pursuant to this Section 6, the County shall continue performing services through the date of termination. The City shall compensate the County for all services performed by the County through the date of termination. The City's obligation to make such final payment to the County shall survive the termination of this Agreement.

7. COMPLIANCE WITH LAWS

The City and the County shall at all times exercise their rights and perform their respective obligations under this Agreement in full compliance with all applicable laws, ordinances, rules and regulations of any public authority having jurisdiction.

8. INDEMNIFICATION

Each party to this Agreement shall indemnify, defend and hold the other party and its agents, employees and contractors harmless from and against any and all costs, liabilities, suits, losses, damages, claims, expenses, penalties or charges, including, without limitation, reasonable attorneys' fees and disbursements, that the other party may incur or pay out by reason of: (i) any accidents, damages or injuries to persons or property occurring during the Term of this Agreement, but only to the extent the same are caused by any negligent or wrongful act of the indemnifying party; or (ii) any breach or Default (as such term is defined in Section 10 below) of the indemnifying party under this Agreement. The provisions of this Section 8 shall survive the expiration or earlier termination of this Agreement.

9. LIABILITY RELATED TO CITY ORDINANCES, POLICIES, RULES AND REGULATIONS

In executing this Agreement, the County does not assume liability or responsibility for or in any way release the City from any liability or responsibility which arises in whole or in part from the existence or effect of City ordinances, policies, rules or regulations. If any cause,

claim, suit, action or administrative proceeding is commenced in which the enforceability and/or validity of any such City ordinance, policy, rule or regulation is at issue, the City shall defend the same at its sole expense and, if judgment is entered or damages are awarded against the City, the County, or both, the City shall satisfy the same, including all chargeable costs and reasonable attorney's fees

10. DEFAULT AND REMEDIES

If either party to this Agreement fails to perform any act or obligation required to be performed by it hereunder, the party to whom such performance was due shall deliver written notice of such failure to the non-performing party. The non-performing party shall have thirty (30) days after its receipt of such notice in which to correct its failure to perform the act or obligation at issue, after which time it shall be in default ("Default") under this Agreement; provided, however, that if the non-performance is of a type that could not reasonably be cured within said thirty (30) day period, then the non-performing party shall not be in Default if it commences cure within said thirty (30) day period and thereafter diligently pursues cure to completion. In the event of a party's Default under this Agreement, then after giving notice and an opportunity to cure, the party to whom the performance was due shall have the right to exercise any or all rights and remedies available to it at law or in equity.

11. PUBLIC DISCLOSURE LAWS

The City and the County each acknowledges, agrees and understands that the other party is a public agency subject to certain disclosure laws, including, but not limited to Washington's Public Records Act, chapter 42.56 RCW. Each party understands that records related to this Agreement and the County's performance of services under this Agreement may be subject to disclosure pursuant to the Public Records Act or other similar law. Neither the City nor the County anticipates that the performance of either party's obligations under this Agreement will involve any confidential or proprietary information.

12. NOTICES

Each notice, demand, request, consent, approval, disapproval, designation or other communication that is required to be given by one party to the other party under this Agreement shall be in writing and shall be given or made or communicated by (i) United States registered or certified mail, postage prepaid, return receipt requested, (ii) any nationally recognized overnight carrier or express mail service (such as FedEx or DHL) that provides receipts to indicate delivery, (iii) by personal delivery, or (iv) by facsimile (with proof of successful transmission). All such communications shall be addressed to the appropriate Administrator of this Agreement, as that term is defined in Section 1.2 above. All notices shall be deemed given on the day each such notice is personally delivered, transmitted by facsimile (with evidence of receipt), or delivered by overnight courier service, or on the third business day following the day such notice is mailed if mailed in accordance with this Section.

13. MISCELLANEOUS

13.1 Entire Agreement

This Agreement constitutes the entire agreement between the parties regarding the subject matter hereof, and supersedes any and all prior oral or written agreements between the parties regarding the subject matter contained herein. This Agreement may not be modified or amended in any manner except by written agreement executed by both parties.

13.2 Interpretation

This Agreement shall be governed by and enforced in accordance with the laws of the State of Washington. This Agreement and each of the terms and provisions of it are deemed to have been explicitly negotiated by the parties, and the language in all parts of this Agreement shall, in all cases, be construed according to its fair meaning and not strictly for or against either of the parties hereto. The captions and headings in this Agreement are used only for convenience and are not intended to affect the interpretation of the provisions of this Agreement. This Agreement shall be construed so that wherever applicable the use of the singular number shall include the plural number, and vice versa, and the use of any gender shall be applicable to all genders.

13.3 Severability

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

13.4 No Waiver

A party's forbearance or delay in exercising any right or remedy with respect to a Default by the other party under this Agreement shall not constitute a waiver of the Default at issue. Nor shall a waiver by a party of any particular Default constitute a waiver of any other Default or any similar future Default.

13.5 Assignment

This Agreement shall not be assigned, either in whole or in part, by either of the parties hereto. Any attempt to assign this Agreement in violation of the preceding sentence shall be null and void and shall constitute a Default under this Agreement.

13.6 Warranty of Authority

Each of the signatories hereto warrants and represents that he or she is competent and authorized to enter into this Agreement on behalf of the party for whom he or she purports to sign this Agreement.

13.7 No Joint Venture

Nothing contained in this Agreement shall be construed as creating any type or manner of partnership, joint venture or other joint enterprise between the parties.

13.8 No Third Party Beneficiaries

This Agreement is made and entered into for the sole benefit of the City and the County. No third party shall be deemed to have any rights under this Agreement; there are no third party beneficiaries to this Agreement.

13.10 Execution in Counterparts

This Agreement may be executed in two or more counterparts, each of which shall constitute an original and all of which shall constitute one and the same agreement.

IN WITNESS WHEREOF, the City and the County have executed this Agreement as of the date first above written.

THE CITY:

City of Lake Stevens, a Washington municipal corporation

By _____
Name: Vern Little
Title: Mayor

THE COUNTY:

Snohomish County, a political subdivision of the State of Washington

By _____
Name: _____
Title: _____

Approved as to Form:

City Attorney

Approved as to Form:

Deputy Prosecuting Attorney



LAKE STEVENS CITY COUNCIL
STAFF REPORT

Council Agenda Date: December 8, 2014

Subject: 2015 Budget Presentation

Contact Person/Department: Barb Stevens - Finance **Budget Impact:** Yes

RECOMMENDATION(S)/ACTION REQUESTED OF COUNCIL:

Approve Second and Final Reading of Ordinance No. 925 and Authorizing the 2015 Budget.

SUMMARY/BACKGROUND

Budgeting is an essential element of the financial planning, control, and evaluation processes of governments. The planning process involves determining the types and levels of services to be provided and allocating available resources among various departments, programs, or functions. Financial control and evaluation processes typically focus upon assuring that fixed expenditure limitations (appropriations) are not exceeded and on comparing estimated and actual revenues.

Upon adoption, the expenditure estimates are enacted into law through the passage of an appropriations ordinance. The appropriations constitute maximum expenditure authorizations during the fiscal year, and cannot legally be exceeded unless subsequently amended by the legislative body. Expenditures should be monitored through the accounting system to assure budgetary compliance. Unexpended appropriations lapse at year end.

The following changes have been made since November 24, 2014 per Council motion

General Fund – 001

Expenditures have increased by \$115,465. \$110,355 for the additional patrol officer position recommended by Council motion. This is included in the budget as a mid-year hire and includes the transfer of \$40,000 to the Police Equipment Fund for an additional patrol vehicle. The additional \$5,110 is due to corrections in the salary/benefits worksheet of longevity pay dates.

Equipment Fund – Police - 520

Revenues and expenditures have increased by \$40,000 for an additional patrol vehicle.

APPLICABLE CITY POLICIES:

In accordance with the Financial Management Policies, Budget Themes and Policies, and the Revised Code of Washington, the legislative body shall adopt the budget by ordinance.

BUDGET IMPACT:

The budget ordinance will enact into law all approved appropriations for the 2015 calendar year.

ATTACHMENTS:

- ▶ Ordinance 925
- ▶ Exhibit A – Salary Ranges
- ▶ Exhibit B – Organizational Chart

CITY OF LAKE STEVENS
LAKE STEVENS, WASHINGTON

ORDINANCE NO. 925

AN ORDINANCE ADOPTING THE BUDGET FOR THE CITY OF LAKE STEVENS,
WASHINGTON, FOR THE CALENDAR YEAR ENDING DECEMBER 31, 2015

WHEREAS, the Mayor of the City of Lake Stevens, Washington completed and placed on file with the City Clerk a proposed budget and estimate of the amount of the moneys required to meet the public expenses including salaries and benefits of City employees, bond retirement and interest, reserve funds and expenses of government of said City for the fiscal year ending December 31, 2015, and a notice was published that the Council of said City would meet for the purpose of making a budget for said fiscal year and giving taxpayers within the limits of said City an opportunity to be heard upon said budget, and

WHEREAS, the said City Council did meet at said time and place and did then consider the matter of said proposed budget; and

WHEREAS, notices were published in the official newspaper of the City, that the Council of said City would meet on the 10th day of November and the 24th day of November, 2014, at the hour of 7:00 P.M., at the City Council Chambers in the Lake Stevens School District Educational Service Center of said City for the purpose of receiving public testimony in a public hearing as to the matter of said proposed budget; and

WHEREAS, the said City Council did meet at said dates, times, and place and did receive public testimony during a public hearing as to the matter of said proposed budget; and

WHEREAS, the said proposed budget does not exceed the lawful limit of taxation allowed by law to be levied on the property within the City of Lake Stevens for the purposes set forth in said budget, and the estimated expenditures set forth in said budget being all necessary to carry on the government of said City for said year and being sufficient to meet the various needs of said City during said period.

NOW, THEREFORE, the City Council of the City of Lake Stevens do ordain as follows:

Section 1. The budget for the City of Lake Stevens, Washington, for the year 2015 is hereby adopted in its final form and content as set forth in the document entitled City of Lake Stevens 2015 Annual Budget, 1 copy of which is on file in the Office of the Clerk.

Section 2. Totals for all such funds combined, for the year 2015 are set forth in summary form below, and are hereby appropriated for expenditure during the year 2015 as set forth below:

Fund #	Fund Name	Estimated Beg. Bal.	Resources	Expenditures	End. Bal.
001	General	\$ 6,877,194	\$ 9,225,643	\$ 9,428,765	\$ 6,674,072
002	Contingency Reserve	\$ 2,602,192	\$ 803,100	\$ 8,050	\$ 3,397,242
101	Street	\$ 3,417,511	\$ 2,155,451	\$ 2,132,956	\$ 3,440,006
103	Street Reserve	\$ 1,524	\$ 2	\$ -	\$ 1,526
111	Drug Seizure & Forfeiture	\$ 31,091	\$ 2,205	\$ 200	\$ 33,096
112	Municipal Arts Fund	\$ 1,323	\$ 20,120	\$ 21,443	\$ -
206	Police Station LTGO 2004	\$ -	\$ 102,532	\$ 102,532	\$ -
210	2008 Bonds	\$ -	\$ 351,424	\$ 351,424	\$ -
212	2010 LTGO Bonds	\$ -	\$ 539,539	\$ 539,539	\$ -
301	Cap. Proj.-Dev. Contrib.	\$ 3,627,182	\$ 314,500	\$ 190,388	\$ 3,751,294
303	Cap. Imp.-REET	\$ 941,185	\$ 402,640	\$ 811,002	\$ 532,823
304	Cap. Improvements	\$ 1,970,482	\$ 401,000	\$ 74,164	\$ 2,297,318
305	Downtown Redevelopment	\$ 1,640	\$ -	\$ 1,640	\$ -
309	Sidewalk Capital Project	\$ 507,540	\$ 500	\$ 223,000	\$ 285,040
401	Sewer	\$ 268,834	\$ 1,387,691	\$ 1,388,226	\$ 268,299
410	Storm and Surface Water	\$ 1,616,472	\$ 1,544,743	\$ 1,501,015	\$ 1,660,200
501	Unemployment	\$ 107,743	\$ -	\$ 30,000	\$ 77,743
510	Equipment Fund	\$ 89,544	\$ 272,317	\$ 297,483	\$ 64,378
520	Equipment Fund-Police	\$ 252,604	\$ 208,400	\$ 120,000	\$ 341,004
530	Equipment Fund-PW	\$ 221,352	\$ 156,225	\$ 215,400	\$ 162,177
540	Aerator Equipment Repl.	\$ 109,159	\$ 10,175	\$ -	\$ 119,334
621	Refundable Deposits	\$ 19,036	\$ 50,000	\$ 69,036	\$ -
633	Treasurer's Trust	\$ 6,957	\$ 200,000	\$ 206,957	\$ -
Total		\$ 22,670,565	\$ 18,148,207	\$ 17,713,220	\$ 23,105,552

Section 3. The City Clerk is directed to transmit a certified copy of the budget hereby adopted to the Division of Municipal Corporations in the Office of the State Auditor and to the Association of Washington Cities.

Section 4. A summary of this ordinance consisting of the title shall be published in the official City newspaper. This ordinance shall take effect and be in full force five (5) days after publication.

PASSED BY THE CITY COUNCIL OF THE CITY OF LAKE STEVENS this ____ day of _____, 2014.

 Vern Little, Mayor

ATTEST:

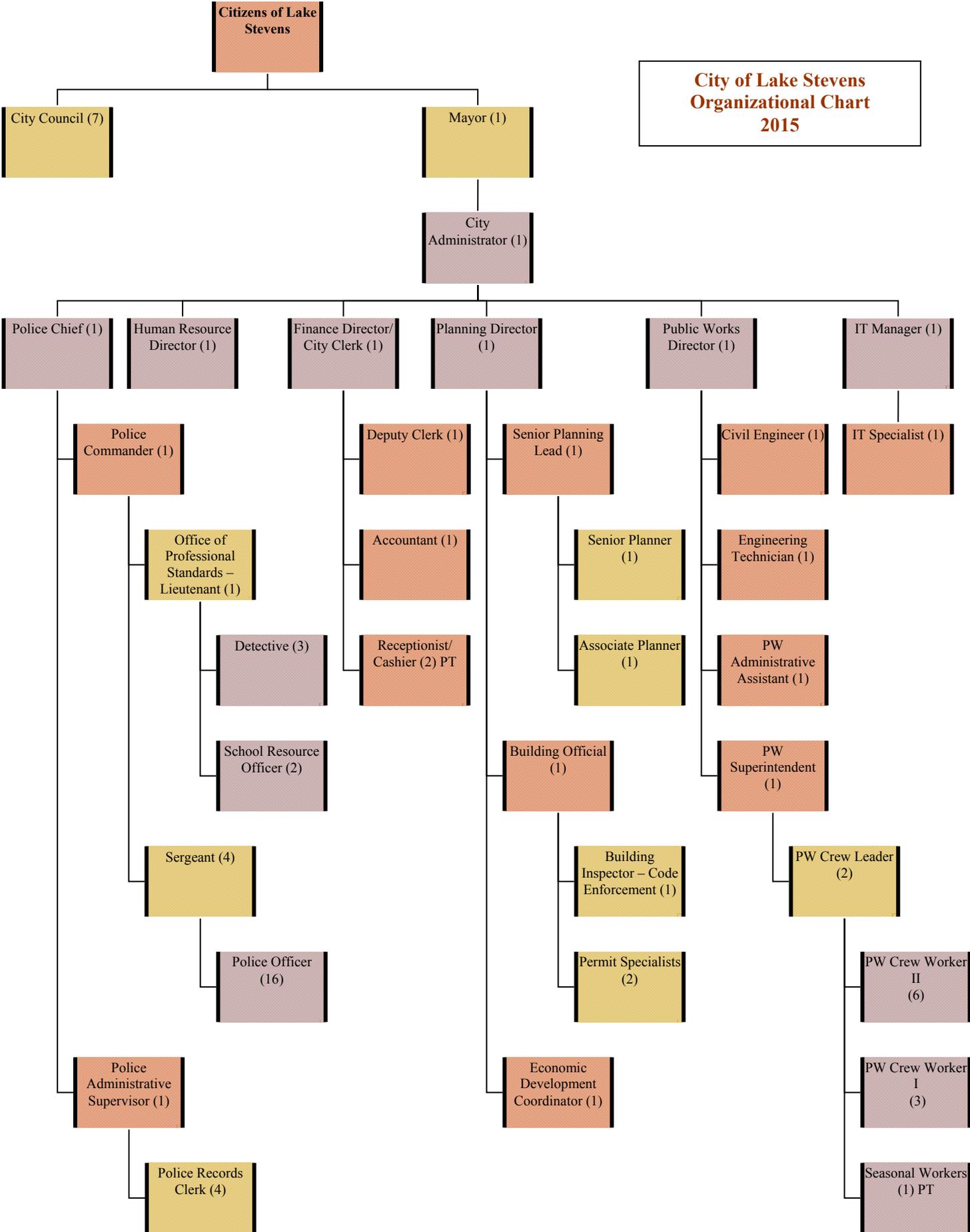
 Kathy Pugh, Deputy City Clerk

APPROVED AS TO FORM:

First Reading: November 10, 2014
 Second Reading: November 24, 2014
 Final Reading: December 8, 2014
 Effective:

 Grant Weed, City Attorney

**City of Lake Stevens
Organizational Chart
2015**





City of Lake Stevens

One Community Around the Lake

2015 Budget
Public Hearing



2015 Budget Calendar

- Estimated Revenues & Preliminary Budget Discussion October 13, 2014
- City Council Discussion October 27, 2014
- Public Hearing #1 (Property Tax Levy) November 10, 2014
- Final Public Hearing and Budget Adoption November 24, 2014

- **Final Public Hearing and Budget Adoption** (Continuation) **December 8, 2014**



2015 Executive Budget Staffing Recommendations

- Staffing Position Additions
 - (1) Commissioned Officer
 - (1) Economic Development Coordinator
 - (1) Public Works Crew Worker I
 - (1) Public Works Crew Worker II

- Staffing Position Reorganization
 - Eliminate (1) Senior Planner
 - Add (1) Senior Planning Lead
 - Building Official
 - Salary Range & Job Description Change to include Supervisory Duties

- 2015 Additional Staffing Expenditures \$438,000



General Fund Forecast Executive Budget

GENERAL FUND	2014	2014	2015	2016	2017	2018	2019	2020	2021
Line Item Description	Amended Budget	Estimated Ending	Executive/ Sub Committee Budget	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6
Estimated Beginning Fund Balance	\$5,837,901	\$5,837,901	\$6,877,194	\$6,784,427	\$6,424,506	\$5,794,653	\$5,025,435	\$4,105,658	\$3,044,403
TOTAL REVENUES	\$8,293,331	\$8,994,069	\$9,225,643	\$8,738,079	\$8,693,077	\$8,786,014	\$8,875,384	\$8,981,773	\$9,089,698
TOTAL RESOURCES	\$14,131,232	\$14,831,970	\$16,102,837	\$15,522,506	\$15,117,583	\$14,580,667	\$13,900,819	\$13,087,431	\$12,134,101
TOTAL EXPENDITURES	\$8,610,767	\$7,954,775	\$9,318,410	\$9,098,000	\$9,322,929	\$9,555,232	\$9,795,161	\$10,043,027	\$10,296,597
ENDING FUND BALANCE	\$5,520,465	\$6,877,194	\$6,784,427	\$6,424,506	\$5,794,653	\$5,025,435	\$4,105,658	\$3,044,403	\$1,837,504
10% Required Reserve	\$829,333	\$899,407	\$922,564	\$873,808	\$869,308	\$878,601	\$887,538	\$898,177	\$908,970
Excess & Capital Reserves	\$4,691,132	\$5,977,787	\$5,861,863	\$5,550,698	\$4,925,346	\$4,146,834	\$3,218,119	\$2,146,226	\$928,535
Total Reserve %	67%	76%	74%	74%	67%	57%	46%	34%	20%



2014 LE Patrol Officer Status

- 18 - Authorized Patrol Positions
(Includes 14 Officers and 4 Sergeants)
 - 2 - Field Training (FTO) Status
(Complete January – February 2015)
 - 1 - Academy in February
(Complete FTO Status December 2015)
 - 1 - Conditional Offer
(Potentially complete FTO Status December 2015)



2014 LE Patrol Vehicle Status

- 1 Vehicle for every 2 Patrol Officers
- Currently
 - 9 Patrol Vehicles (plus 1 “breakdown”)
 - 14 Patrol Officers and 4 Sergeants currently authorized
- 15th Officer would use “breakdown” vehicle (included in Executive Proposed Budget)
- 16th Officer (Council Motion), “breakdown” vehicle would not be sufficient for the workload required of it
 - Additional Patrol Vehicle needed



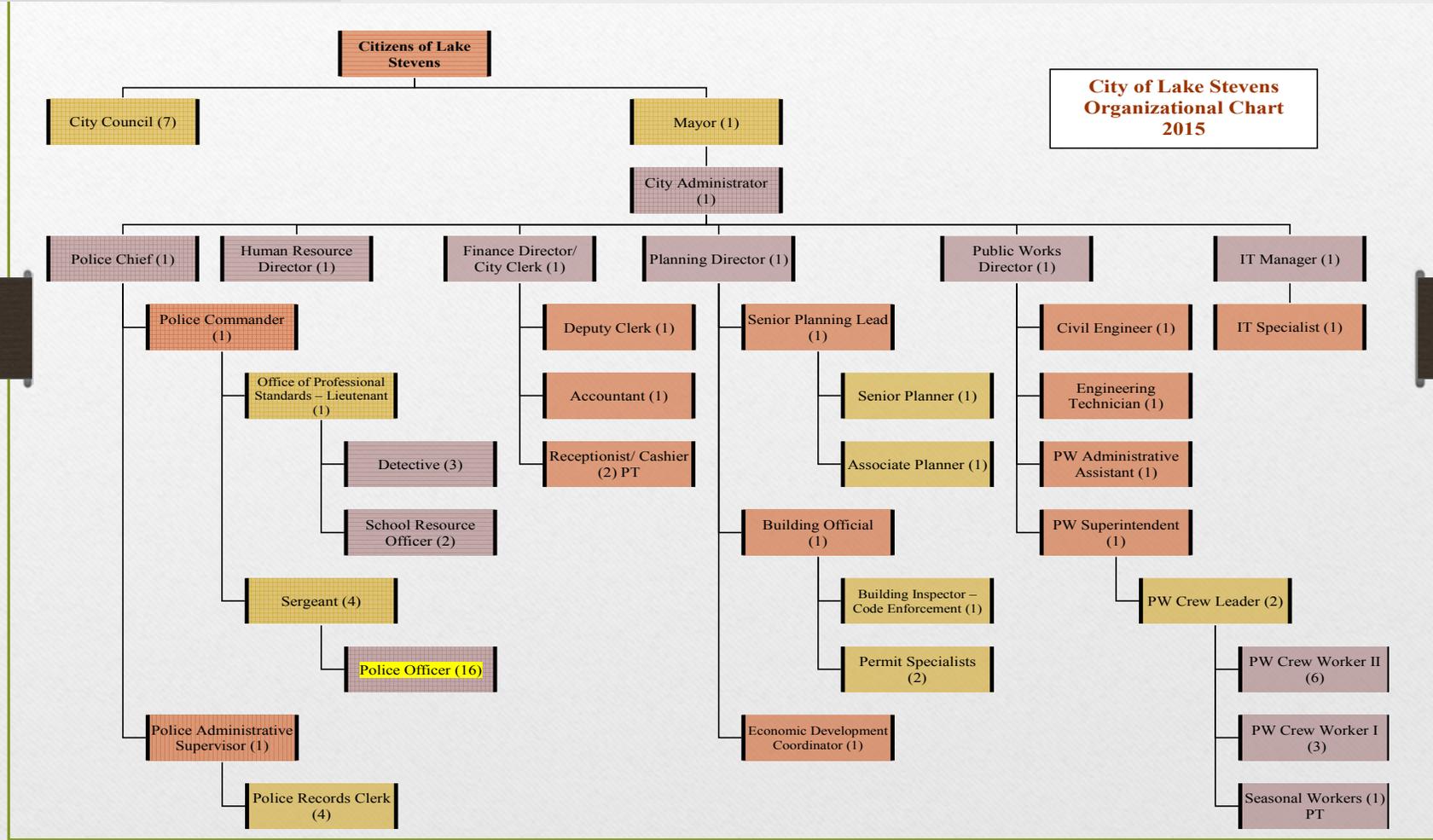
2015 Budgeted Staffing - Council Motion

- (1) Additional Commissioned Officer
 - Costs
 - Salary & Benefits \$98,500
 - Equipment/Training \$10,900
 - Hiring \$5,200
 - Patrol Vehicle/MDT \$45,000
 - Full Year Cost \$159,600
 - 2015 Additional mid-year hire \$110,350



2015 Draft Budgeted Staffing Levels

**City of Lake Stevens
 Organizational Chart
 2015**





General Fund Forecast Update

GENERAL FUND	2014	2014	2015	2016	2017	2018	2019	2020	2021
Line Item Description	Amended Budget	Estimated Ending	Executive/ Sub Committee Budget	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6
Estimated Beginning Fund Balance	\$5,837,901	\$5,837,901	\$6,877,194	\$6,674,072	\$6,219,291	\$5,491,396	\$4,620,843	\$3,596,327	\$2,426,813
TOTAL REVENUES	\$8,293,331	\$8,994,069	\$9,225,643	\$8,738,079	\$8,693,077	\$8,786,014	\$8,875,384	\$8,981,773	\$9,089,698
TOTAL RESOURCES	\$14,131,232	\$14,831,970	\$16,102,837	\$15,412,151	\$14,912,368	\$14,277,410	\$13,496,227	\$12,578,100	\$11,516,511
TOTAL EXPENDITURES	\$8,610,767	\$7,954,775	\$9,428,765	\$9,192,860	\$9,420,972	\$9,656,566	\$9,899,900	\$10,151,287	\$10,408,498
ENDING FUND BALANCE	\$5,520,465	\$6,877,194	\$6,674,072	\$6,219,291	\$5,491,396	\$4,620,843	\$3,596,327	\$2,426,813	\$1,108,013
10% Required Reserve	\$829,333	\$899,407	\$922,564	\$873,808	\$869,308	\$878,601	\$887,538	\$898,177	\$908,970
Excess & Capital Reserves	\$4,691,132	\$5,977,787	\$5,751,508	\$5,345,483	\$4,622,088	\$3,742,242	\$2,708,789	\$1,528,636	\$199,043
Total Reserve %	67%	76%	72%	71%	63%	53%	41%	27%	12%



City of Lake Stevens

One Community Around the Lake

Questions/Comments



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LAKE STEVENS CITY COUNCIL
STAFF REPORT

Agenda Date: December 8, 2014

Subject: Ordinance No. 922 - Traffic Impact Fee Calculation Code Amendment (LUA2014-0079) – Continued Public Hearing

Contact	Rebecca Ableman	Budget	None	at
Person/Department:	Planning and Community Development Director	Impact:	this time	

RECOMMENDATION(S)/ACTION REQUESTED OF CITY COUNCIL: Hold first and final reading of Ordinance No. 922 Code Amendment for Traffic Impact Fee Calculation (**Exhibit 1**). NOTE: **Exhibits 2-10** were included in the November 24, 2014 City Council packet.

SUMMARY:

Council held their first public hearing on November 10, 2014 to consider Ordinance No. 922 regarding calculations of Traffic Impact Fees related to potential development incentives. This amendment supports Council’s direction to further the City’s Economic Development goals consistent with Resolution 2014-7. Staff has prepared an assertive incentive programs and financial impact analysis for job and retails sales tax growth for Council’s discussion. These programs would be adopted by Council Resolutions. Incentive programs for permit fee waivers and to encourage multifamily development will be brought forward separately for Council discussion following enactment of these programs. A revised ordinance containing criteria for considering fee adjustments is included based on this information and discussions with the City Attorney.

The Planning Commission held a public hearing on October 22, 2014 and recommends approval by the Council . Council held the first public hearing on November 10, 2014 and November 24, 2014 took an action to continue the hearing to December 8, 2014.

PROPOSED CODE AMENDMENTS: Ordinance No. 922 contains the proposed code amendments.

FINDINGS AND CONCLUSIONS:

1. Compliance with selected Transportation Goals of the Comprehensive Plan

- Transportation Goal 6.12 – Ensure new development pays proportionate share of traffic impact fees toward transportation capacity needs outside the boundaries of the new development that benefit the contributing development.

Compliance with Economic Development Goals of the Comprehensive Plan

- Economic Development Goal 9.5 – Improve the city’s economic condition for a healthy, vibrant and sustainable community.

Council has the authority to adjust fees to be competitive with other jurisdictions while ensuring new development pays appropriate impact fees when there is a public benefit. Bringing in new business will improve the city’s financial conditions overall and bring new ongoing revenues from property taxes and retail sale tax that can be put towards new infrastructure improvements.

Conclusions – The proposed code amendments are consistent with some Transportation and Economic Development Goals and Policies.

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

- Staff prepared an environmental checklist for the proposed code revisions dated October 6, 2014.
- The SEPA official issued a Determination of Nonsignificance on October 8, 2014.
- The city has not received any appeals related to the SEPA determination.

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

3. Compliance with the Growth Management Act (RCW 36.70A.106)

- The city requested expedited review from the Department of Commerce on October 10, 2014.
- The Department of Commerce sent a letter of acknowledgment on October 13, 2014 and acknowledged completed review on October 28, 2014.
- Staff will file the final ordinance with the Department of Commerce within 10 days of City Council action.

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

4. Compliance with LSMC 14.16C.075 Land Use Code Amendment Decision Criteria

- The amendment is consistent with the adopted Lake Stevens Comprehensive Plan; *Proposal meets the City’s Comprehensive Plan goals and policies described in section 1 above.*
- The amendment is in compliance with the Growth Management Act; and *The Proposal is in compliance with the Growth Management Act as described in section 3 above.*
- The amendment serves to advance the public health, safety and welfare. *The amendment serves the public health, safety and welfare by acknowledging the City Council’s authority to adjust impact fees when there is a public benefit thereby supporting and promoting the public interest.*

Conclusions – The proposed code amendments have met the decision criteria for code amendments.

5. Public Notice and Comments

- The city posted a notice of SEPA determination on October 10, 2014 and published a notice of SEPA determination in the Everett Herald on October 16, 2014.
- The city posted a notice of Public Hearing on October 13, 2014 published a notice of Public Hearing in the Everett Herald on October 17, 2014.
- The city notified interested parties of the SEPA DNS and public hearing on October 10, 2014. No comments were received.
- The city published and posted a notice of the City Council Public Hearing on November 1, 2014.

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

DISCUSSION

Public Benefit

In accordance with RCW 82.02.060(2) related to assessment of development impact fees, cities:

*(2) May provide an exemption for low-income housing, **and other development activities with broad public purposes**, from these impact fees, provided that the impact fees for such development activity shall be paid from public funds other than impact fee accounts; (emphasis added).*

The City of Lake Stevens competes for economic growth with neighboring jurisdictions including the cities of Everett, Marysville, Arlington, and Snohomish. There can be a somewhat distant competition with the cities of Granite Falls and Monroe. Stimulating new job growth business development and retail sales tax growth through development incentives in order to advance several economic and community development goals and advance the City's long term financial position is an option for the Council to consider. These types of incentives have been used in other Washington State jurisdictions. Incentives include programs such as impact fee deferral and impact fee reduction/discount, and permit fee waivers. Staff will provide a more detailed list of some of these at the Council's hearing.

There are several specific public benefits from job growth and retail sales tax growth in the City including:

- Increased employment opportunities for citizens within the city limits that are not currently available
- Employees that spend money in the city contributing to increase in sales tax revenue
- Attraction of businesses that could stimulate more businesses including service sector growth
- Increased Utility Tax Revenue
- Increased property values contributing to increased property tax revenue

- Increase in retail sales tax revenue.

Job Growth Incentives Program

Resolution No. 2014-12 (**Exhibit 11**) shows the proposed job growth traffic impact fee incentive program based on the Council's direction at the November 24th meeting. The program uses a sliding scale thereby incentivizing larger over smaller job growth companies. Tables I and 2 in **Exhibit 10** shows the potential revenue impact of a 1,000 job growth development. This analysis was developed using gross number estimates and should be used only as a guide for decision making. Development may occur differently, however, a conservative approach was used in the analysis.

To account for the job growth incentive reductions in the Traffic Mitigation Account (TMA), Council could designate a portion of the revenues directly attributed from the new development to the TMA and done until the impact fee account is appropriately refunded.

Retail Sales Incentives Program

Resolution 2014-13 (**Exhibit 12**) includes proposed program for new retail sales growth was developed using a similar approach adopted by the City of Marysville. The program ties partial exemption of traffic impact fees to an actual per business retail sales tax receipt threshold. The threshold ensures a significant public purpose/benefit is gained by the City.

The proposal supports mid to large scale retail development that is lacking in Lake Stevens. The City's 2011 Retail Leakage Report identifies 5 Opportunity Industry Groups including Furniture & Home Furnishing stores, Electronic & Appliance Stores, Building Materials, Garden Equipment & Supply Stores, Gasoline Stations, and Clothing and Clothing Accessories stores. The initial program would be in effect for 3 years. The retail sales growth program components are as follows:

- Applies to "new commercial retail business"
- Must demonstrate by business plan that average annual City portion of sales tax revenue is at least \$100,000 based on a 3-year average (Marysville threshold \$200,000) prior to receiving approval of participation in the program
- Includes new retail in prescribed zones identified by the City
- Entitled to 50% exemption of Traffic Impact Fees
- Traffic Impact Fees are paid in full by development and the exempted portion is held in an interest bearing account by the City
- After 3 years, a qualifying development can request its identified incentive refund
- If the development fails to attain the sales tax threshold but achieves at least 75% or \$75,000 in the same period, the development/business is entitled to a reduced refund of 25%
- If development does not attain the minimum 75%, the City will retain the full Traffic Impact Fee
- The program period of 3 years can be extended if desired by the Council

Note that a large retailer could also qualify for the job growth incentive. In this case it is both programs indicate that only one incentive program can apply, whichever is greater.

Table 3 in **Exhibit 10** uses a conservative estimated 3-year commercial development scenario for the purposes of measuring impact of the fee exemption program. This is likely the maximum new commercial development that will occur within that 3 year program timeframe. These programs will need to be closely monitored to ensure effectiveness and evaluation of impacts of more anticipated development growth than expected.

Impact on Six-Year Transportation Improvement Program (STIP)

The total estimated fiscal impact to the Traffic Mitigation Account (TMA) from both the job growth and retail sales tax growth programs is approximately \$2,031,000 if fully utilized over the three year program period. The transportation projects listed below are programmed into the City's STIP however, it is anticipated that the shortfall in the TMA will have very little to no effect on the timing of these project primarily due to existing account balance and other variables as described. Assuming local funds from the increase in tax revenue described in Table 2 are used to replace the uncollected impact fees, there may be only a slight delay in these projects if all other factors are realized as initially programmed.

Programmed Projects in 2016 – 2018

- *SR 9/4th Street NE intersection (may become part of state transportation package)*
- *90th Street NE Connector north of SR 204*
- *91st Avenue NE/SR 204 RTP northbound (may be part of transportation package)*
- *91st Avenue NE/SR 204 RTP southbound (may be part of transportation package)*
- *20th Street SE Phase 2 – Segment 1 Design and ROW (grant funded in 2015-2017)*
- *91st Avenue SE (4th to 20th) Design (pending grant funding)*
- *91st Avenue SE (Developer improvement)*
- *99th Avenue NE non motorized improvements (may be delayed)*
- *91st Avenue NE/Vernon intersection (Developer improvement)*

PLANNING COMMISSION RECOMMENDATION:

The Planning Commission recommends the City Council approve Ordinance No. 922, proposed code amendment related to Traffic Impact Fee Calculations.

EXHIBITS:

- Exhibit 1: Revised Ordinance No. 922 Proposed Code Amendment to LSMC 14.112.080
(Council Packet 11-24-14)
- Exhibit 2: Resolution 2014-7 Economic Development Policies and Development Incentives
Handout
(Council Packet 11-24-14)

- Exhibit 3: Planning Commission Recommendation October 22, 2014
(Council Packet 11-24-14)
- Exhibit 4: Environmental Checklist dated October 6, 2014
(Council Packet 11-24-14)
- Exhibit 5: SEPA Determination dated October 10, 2014
(Council Packet 11-24-14)
- Exhibit 6: Department of Commerce Expedited Review Request dated October 10, 2014
(Council Packet 11-24-14)
- Exhibit 7: Department of Commerce Acknowledgement Letter dated October 13, 2014 and
acknowledgement of completed review dated October 28, 2014.
(Council Packet 11-24-14)
- Exhibit 8: Public Hearing Notice dated October 13, 2014
(Council Packet 11-24-14)
- Exhibit 9: Public Hearing Notice dated November 1, 2014
(Council Packet 11-24-14)
- Exhibit 10: Fiscal Analysis Tables including Traffic Impact Fee Cost Basis Table dated
September 13, 2012
(Included)
- Exhibit 11 Proposed Resolution 2014-12 Job Growth Incentive Program (Included)
- Exhibit 12 Proposed Resolution 2014-13 Retail Sales Tax Incentive Program (Included)

EXHIBIT 1

**CITY OF LAKE STEVENS
LAKE STEVENS WASHINGTON**

ORDINANCE No. 922

**AN ORDINANCE OF THE CITY OF LAKE STEVENS, WASHINGTON
AMENDING LSMC CHAPTER 14.112 BY ADDING A NEW SUBSECTION
14.112.080(d) ESTABLISHING THE CITY COUNCIL'S AUTHORITY
RELATED TO ADJUSTMENT OF TRAFFIC IMPACT FEES.**

WHEREAS, the City Council of the City of Lake Stevens desires to attract more employment opportunities within the City; and

WHEREAS, one component of the cost of construction of commercial and industrial projects which foster creation of jobs and increased retail sales tax receipts is the traffic impact fee set forth in LSMC Chapter 14.112; and

WHEREAS, subject to certain limitations and qualifying conditions, RCW 82.02.050 and RCW 82.02.060 authorize counties, cities and towns planning under the Growth Management Act to enact local ordinances for the imposition of impact fees; and

WHEREAS, RCW 82.02.060(2) authorizes cities who adopt local ordinances for imposition of impact fees to provide for an exemption for development activities with broad public purposes, provided that the fees are paid from public funds other than impact fee accounts; and

WHEREAS, it is the intent of the Lake Stevens City Council in the enactment of this ordinance to establish the Council's authority to allow consideration of adjustments to traffic impact fees including reductions thereby providing incentives for business to locate in Lake Stevens but at the same time to impose not more than a proportionate share of traffic impacts on developments that do not qualify for the temporary reduction/exemption and therefore, sources of funds other than traffic impact fees will be applied to mitigate impacts of such development; and

WHEREAS, justification of adjustment of traffic impact fees is set forth in a subsequent Resolution to be adopted demonstrating the City Council's intent to create an economic incentive program; and;

WHEREAS, the Lake Stevens City Council finds that a temporary, short term reduction/exemption in traffic impact fees for qualifying developments as set forth herein will serve the broad public purpose of making it attractive and incentivize new business to locate in the City of Lake Stevens that promote new jobs and retail sales tax growth to the local economy; and

WHEREAS, after providing notice to the public as required by law, on October 22, 2014, the Lake Stevens Planning Commission held public hearings on proposed

EXHIBIT 1

changes to the City's traffic impact fees and mitigation and received public input and comment on said proposed revisions; and

WHEREAS, at a public hearing on November 10, 2014 and November 24, 2014, the Lake Stevens City Council reviewed and considered the proposed amendment adding a new subsection 14.112.080(d) to the Lake Stevens Municipal Code as proposed by the Lake Stevens Planning Commission and modified by the City Council; and

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

Section 1. LSMC 14.112.080 is hereby amended by adding a new subsection (d) which shall read as follows:

14.112.080 Calculation of Street System Impact Fees.

(a) The traffic impact fees will be collected and spent for capacity improvements to the public street system identified in the City's capital facilities plan. In accordance with RCW 82.02.050(3), the impact fees shall only be imposed for system improvements reasonably related to development impacts and shall not exceed a proportionate share of the costs of the identified system improvements in the adopted capital facilities plan.

(b) The street system impact fee cost basis is established in the *Traffic Impact Fee Cost Basis for the City of Lake Stevens*, as amended, based on methodology consistent with the requirements of RCW 82.020.050 through .100 including, but not limited to the following:

(1) Street system capacity improvements identified in the City GMA capital facilities plan that are reasonably necessary to maintain adopted street system levels of service while accommodating the future development envisioned in the City's adopted GMA Comprehensive Plan.

(2) The costs of the needed street system capacity improvements estimated by the Public Works Director using generally-accepted engineering practices.

(3) The estimated costs adjusted (reduced) to account for portions of the identified street system improvements that will likely be constructed by new development as part of their required on-site public street improvements and/or frontage improvements.

(4) The estimated costs adjusted (reduced) to provide a credit for taxes (excluding impact fees paid under this section) paid by new development which help pay for the identified capacity improvements.

(5) The estimated costs adjusted (reduced) to account for any improvements needed to remedy any level of service deficiencies in the street system serving existing uses.

EXHIBIT 1

(6) The estimated costs adjusted (reduced) to reflect impacts on the capacity of the street system from new vehicle trips which have neither origin nor destination within the City of Lake Stevens (often referred to as “pass-through” trips).

(7) The final adjusted total costs of the identified improvements, as adjusted above, and aggregated for each traffic impact zone, are the cost basis of the impact fee.

(h) The number of weekday afternoon (PM) peak hour trips likely generated by existing land uses and future land uses (i.e., new development) are estimated based on current land use data and the adopted GMA Comprehensive Plan future land use map. The total existing and new trips are aggregated into the traffic impact zones.

(9) The maximum impact fee that can legally be charged to new development for each new weekday PM peak hour trip generated equals the cost basis of the impact fee divided by the new weekday PM peak hour trips for each traffic impact zone.

(10) The actual level of impact fees as established in *Traffic Impact Fee Cost Basis for the City of Lake Stevens*, as amended, shall not exceed the maximum as calculated above.

(c) A development shall mitigate its traffic impact upon the future capacity of the street system by paying an impact fee reasonably related to the impact of the development on public streets located in the same traffic impact zone as the development. A development’s street system impact fee will equal the number of new average weekday afternoon (PM) peak-hour trips generated by the development, based on the latest edition of the Institute of Traffic Engineers (ITE) Trip Generation Report, times the per trip amount identified in the currently adopted Fees Resolution, for the type and location of the development, except that the following adjustments may be made:

(1) In accordance with RCW 82.02.060(5), the Public Works Director shall have the authority to adjust the amount of the impact fee to consider unusual circumstances in specific cases, based on analysis of specific trip generating characteristics of the development (e.g., mixed-use characteristics, ridesharing programs, transit availability, etc.), to ensure that impact fees are fairly imposed; and

(2) In accordance with RCW 82.02.060(5), the Public Works Director shall have the authority to adjust the amount of the impact fee to be imposed on a particular development to reflect local information when available, including studies and data submitted by the developer.

(d) The City Council shall have the authority to adjust the amount of the impact fees pursuant to RCW 82.02.060(2) to reflect other public benefits resulting from proposed development or redevelopment in accordance with specific programs as determined and adopted by the City Council. Public benefits and/or broad public purposes for adjustments primarily include the Economic development goals identified in the City’s Comprehensive Plan related to job creation and growth of new retail sales tax receipts.

EXHIBIT 1

The City Council shall identify the public funding source other than impact fees collected to compensate for any reductions in impact fees pursuant to this provision.

Section 2. Severability. If any section, sentence, clause, or phrase of this ordinance should be held to be invalid or unconstitutional by a court of competent jurisdiction, such invalidity or unconstitutionality shall not affect the validity or constitutionality of any other section, sentence, clause, or phrase of this ordinance.

Section 3. Effective Date. This ordinance shall be in full force and effective five (5) days from and after its passage and approval and publication as required by law.

PASSED by the City Council and APPROVED by the Mayor of the City of Lake Stevens on this _____ day of _____ 2014.

Vern Little, Mayor

ATTEST/AUTHENTICATION:

Barbara Stevens, City Clerk

APPROVED TO FORM

Grant Weed, City Attorney

EXHIBIT 10
Traffic Impact Fee Incentive Programs
Fiscal Analysis

TABLE 1

Job Growth Incentive Impact					
Incentives available for a maximum of 1,000 jobs)equates to 24% job growth in the city based on 2012 employment)					
ITE (International Traffic Engineer) Manual – Weekday PM Peak Hour traffic trips generated by 1000 new jobs	400				
Zone 2 and 3 Per Trip Impact Fee	\$2,917				
Total Traffic Mitigation Fee Account (under existing plan)	\$1,166,800 (See total anticipated mitigation for Zones 2 & 3 attached)				
Incentive Proposal					
Job creation per development	<25	25-50	51-100	101-150	>150
		30%	50%	60%	90%
Per Trip Impact Fee per with reduction applied	\$2,917	\$2,042	\$1,459	\$1,167	\$292
Total Mitigation Fee Account reduction for 1,000 job growth	\$ -	\$350,000	\$583,200	\$700,000	\$1,050,000

EXHIBIT 10
Traffic Impact Fee Incentive Programs
Fiscal Analysis

TABLE 2
New Development Revenue Estimates

Revenue Source	Low	High
REET (one-time)	\$10,662	\$22,468
Construction Sales Tax - (one-time)	<u>\$350,000</u>	<u>\$630,000</u>
	\$360,662	\$652,468
Property Tax - Manufacturing (annual)	\$78,750	\$105,000
Utility Taxes - Commercial (annual)	<u>\$33,187</u>	<u>\$33,187</u>
	\$111,937	\$138,187
Manufacturing Estimated (year 1)	\$472,599	\$790,654
Property Tax - Office (annual)	<u>\$105,000</u>	<u>\$144,375</u>
	-	-
Office Estimated (year 1)	\$498,849	\$830,029

Assumptions

Total number of Employees	1,000
Facility SF	350,000
Site Areas Acres	20
Site Area SF	817,000
Assessed Land Value/SF -Low - (Actual Property for Sale)	\$2.61
Assessed Land Value/SF - High (Estimated Property Price)	\$5.50
Construction Sales Tax (Conservative)	\$1.00
Construction Sales Tax (Avg. of 2 projects)	\$1.80

REET	Property Sale Price	City Revenue (1/2 %)
Property Value Low	\$2,132,370	\$10,662
Property Value High	\$4,493,500	\$22,468

Construction Sales Tax - one-time	Per SF - Conservative	Per SF – Avg.
<i>Per Avg. actual & Conservative Rate</i>	\$1.00	\$1.80

Property Tax (\$1.50 Levy Rate)	Value added /SF "c"	Value added /SF "nr"
Manufacturing/Warehouse	\$150	\$200
Office	\$200	\$275

"c" - Current/ "nr" - New/Redevelopment

Per Leland Report - pg13

EXHIBIT 10
Traffic Impact Fee Incentive Programs
Fiscal Analysis

TABLE 2
New Development Revenue Estimates Continued

Utility Tax	Unit per SF	Per Unit	X Utility Tax %
Gas Utility Tax Commercial - Average	.3 therms/sf/year	\$0.99	\$0.01
Electric Utility Tax Commercial - Average	20 kw/sf/year	\$0.08	\$0.08
<i>Avg per SF provided by PSE & PUD</i>			\$0.09
<i>((SF X Unit Per SF)X Per Unit Cost)X Utility Tax %</i>			

	New Commercial Building- LSC	New Office/Storage Building Hartford- Area
Structure Area	15004	25000
Construction Tax	\$25,860	\$46,953
	\$1.72	\$1.88

EXHIBIT 10
Traffic Impact Fee Incentive Programs
Fiscal Analysis

TABLE 3
Traffic Impact Fee Calculation based on \$100k/3 year Sales Tax Generation

Period	2015-2017							
Impact Fee/Trip	\$2,917							
	PM Peak per 1000 sf	Est. Dev. (SF) In next 3 years	New Trips	Calculated base fee	Pass- by % (1)	Pass-by Discount	Total Traffic Fee Due	50% Discount
Free Standing Discount	5.43	28,000	152	\$443,501	20%	\$88,700.14	\$354,801	\$177,400.27
Shopping Center	3.75	40,000	150	\$437,550	35%	\$153,142.50	\$284,408	\$142,203.75
Pet Supply	4.96	11,000	55	\$159,152	35%	\$55,703.03	\$103,448	\$51,724.24
Supermarket	10.45	50,000	523	\$1,524,133	20%	\$304,826.50	\$1,219,306	\$609,653.00
		129,000	880	Total Est. 3 year impact Fee			\$1,961,963	\$980,981.27

EXHIBIT 11

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

RESOLUTION No. 2014-12

**A RESOLUTION OF THE CITY OF LAKE STEVENS, ESTABLISHING A
TRAFFIC IMPACT FEE ADJUSTMENT INCENTIVE PROGRAM FOR A
PERIOD OF THREE YEARS TO STIMULATE JOB GROWTH IN LAKE
STEVENS**

WHEREAS, the City of Lake Stevens, Washington is a city in Snohomish County, Washington, planning under the Growth Management Act, Chapter 36.70A Revised Code of Washington; and

WHEREAS, RCW Chapter 82.02 authorizes cities planning under the Growth Management Act to assess, collect, and use impact fees to help finance public facilities that are needed to accommodate growth; and

WHEREAS, the City Council adopted Ordinance No. 876 effective October 8, 2012 amending Lake Stevens Municipal Code 14.112 relating to traffic impact fees establishing a traffic fee calculation; and

WHEREAS, the City issued the "Traffic Impact Fee Cost Basis for the City of Lake Stevens" Policy Memorandum on October 1, 2012; and

WHEREAS, pursuant to Resolution No. 2013-13 the City established a specific traffic impact fee;; and

WHEREAS, the City Council approved Resolution No. 2014-7 supporting the City's intent to create economic development incentives to stimulate job and retail sales tax growth; and

EXHIBIT 11

WHEREAS, the City Council adopted Ordinance No. 922 on December 8, 2014, establishing the City Council's authority to adjust traffic impact fees;

WHEREAS, the Council declares it to be in the public interest to create incentives to promote job growth through growth in local economy and the resulting increase in local job opportunities;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF LAKE STEVENS AS FOLLOWS:

Section 1. Traffic Fee Adjustment. Pursuant to RCW 82.02.060(2) and (4), and Lake Stevens Municipal Code 14.112.080(d), there is hereby established a traffic impact fee adjustment program for development activity which meets the criteria of section 3 herein as authorized in LSMC 14.112.080(d).

Section 2. Application for Traffic Impact Fee Adjustment.

A. Any developer applying for or receiving a building permit which meets all criteria set forth in Section 3 herein may apply to the director of public works or designee for an adjustment from the traffic impact fee set forth in Resolution 2013-13 as it now reads or is hereafter amended. Said application shall be on forms provided by the city and shall be accompanied by all information and data the city deems necessary to process the application. The application must accompany the underlying development permit(s) application in order to be considered. To the extent it is authorized by law the city shall endeavor to keep all proprietary information submitted with said application confidential; provided, however, this section shall not create or establish a special duty to do so.

B. The eligible applicant may be entitled to an adjustment to Traffic Impact Fees due pursuant to LSMC 14.112.030 based on the following scale:

Job creation per development	<25	25-50	51-100	101-150	>150
Traffic Impact Fee Adjustment	0	30%	50%	60%	90%

C. The eligible applicant may only use one of the traffic impact fee incentives specified herein or in Resolution 2014-13, for retail sales tax traffic impact fee exemption but shall not qualify for more than one incentive program.

Section 3. Adjustment Criteria. To be eligible for the traffic impact fee adjustment established by this Resolution, the applicant shall meet each of the following criteria:

A. The applicant must be a new business in the Lake Stevens city limits that

EXHIBIT 11

establishes at least 25 new jobs in the city limits which applies for a development permit and which is subject to payment of traffic impact fees pursuant to LSMC 14.112.

B. Based on reliable data, as determined by the city, the applicant must make a formal declaration that the new business will generate the specified number of jobs for which the applicant is requesting the adjustment pursuant to Section 2. The job growth must be realized within 12 months of receiving a certificate of occupancy from the city.

Section 4. Annual reporting and penalties.

A. Each business that qualifies and receives a traffic impact fee adjustment under this program will be required to submit annual payroll--reports to the City which demonstrates the perpetuation of all jobs for which the business received a traffic fee credit.

B. Three (3) years from the date of approval of the credit or adjustment of the fees provided for herein, the applicant shall provide all required data to the City to determine the net gain or loss of jobs compared to the number which were utilized to calculate the adjustment to fees. If the number of jobs created at the end of the three year period is the same or greater than the number used to calculate the credit or adjustment, the original credit or adjustment shall be deemed finally approved and confirmed. Any decrease which the applicant received credit for will result in a proportionate reduction of the credit and repayment to the City for the loss of public benefit.

Section 5. Lien. The total amount of the traffic impact fee above shall constitute a lien against the real property which is the subject of the development proposal. Said lien shall secure repayment for the loss of jobs and a reduction of the previously allowed credit as described in Section 2 above. The lien for impact fees shall be in a form approved by the city attorney and include the legal description, tax account number and address of the property.

A. Upon receipt of final repayment of all fees for the development. the department shall execute a separate lien release for the property in a form approved by the city attorney. The property owner, at their expense, will be responsible for recording each lien release.

B. In the event that the fees are not repaid in accordance with Section 22].090.070. the city shall institute foreclosure proceedings under the process set forth in Chapter 61.12 RCW. In addition to any unpaid fees, the city shall be entitled to interest on the unpaid fees at the rate provided for in RCW 19.52.020 and the reasonable attorney fees and costs incurred by the city in the foreclosure process. Notwithstanding the foregoing. prior to commencement of foreclosure. the City shall give not less than thirty (30) days written notice to the person or entity whose name

EXHIBIT 11

appears on the assessment rolls of the county assessor as owner of the property via certified mail with return receipt requested and regular mail advising of its intent to commence foreclosure proceedings. If the fees are paid in full to the city within the thirty (30) day notice period. no attorney fees. costs and interest will be owed.

C. In the event that the fees are not paid in accordance with this section, and in addition to foreclosure proceedings provided in subsection (3). the city may initiate any other action(s) legally available to collect such fees.

Section 6. Severability. If any section, sentence, clause or phrase of this Resolution should be held invalid or unconstitutional by a court of competent jurisdiction, such invalidity or unconstitutionality shall not affect the validity or constitutionality of any other section, sentence, clause or phrase of this Resolution.

Section 7. Effective Date. This Resolution shall take effect immediately upon passage by the Lake Stevens City Council and shall automatically terminate three (3) years from the date of passage of this Resolution unless otherwise extended by resolution or Ordinance of the Lake Stevens City Council

PASSED by the City Council of the City of Lake Stevens this ___ day of December, 2014.

Vern Little, Mayor

ATTEST:

APPROVED AS TO FORM:

Grant K. Weed, City Attorney

EXIHIBIT 12

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

RESOLUTION No. 2014-13

**A RESOLUTION OF THE CITY OF LAKE STEVENS, ESTABLISHING A
TEMPORARY TRAFFIC IMPACT FEE EXEMPTION INCENTIVE
PROGRAM FOR A PERIOD OF THREE YEARS TO STIMULATE
GROWTH OF NEW RETAIL BUSINESSES IN LAKE STEVENS**

WHEREAS, the City of Lake Stevens, Washington is a city in Snohomish County, Washington, planning under the Growth Management Act, Chapter 36.70A Revised Code of Washington; and

WHEREAS, RCW Chapter 82.02 authorizes cities planning under the Growth Management Act to assess, collect, and use impact fees to help finance public facilities needed to accommodate growth; and

WHEREAS, the City Council adopted Ordinance No. 876 effective October 8, 2012 amending Lake Stevens Municipal Code 14.112 relating to traffic impact fees establishing a traffic fee calculation; and

WHEREAS, the City issued the "Traffic Impact Fee Cost Basis for the City of Lake Stevens" Policy Memorandum on October 1, 2012; and

WHEREAS, pursuant to Resolution No. 2013-13 the City established a specific traffic impact fee; and

WHEREAS, the City Council approved Resolution No. 2014-7 supporting the City's intent to create economic development incentives to stimulate job and retail sales tax growth; and

WHEREAS, the City Council adopted Ordinance No. 922 on December 8, 2014, establishing the City Council's authority to adjust traffic impact fees;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF LAKE STEVENS AS FOLLOWS:

Section 1. Traffic Fee Exemption. Pursuant to RCW 82.02.060(2) and (4), and Lake Stevens Municipal Code 14.112.080(d), there is hereby established a temporary exemption from the traffic impact fee set forth in LSCM 14.112.080(b) for development activity which meets the criteria of section 3.

Section 2. Application for Traffic Impact Fee Exemption. Any developer applying

EXIHIBIT 12

for a development permit which meets each of the criteria set forth in Section 3 herein may apply to the director of public works or designee for an exemption from the traffic impact fee established pursuant to fees Resolution 2013-13 as it now reads or is hereafter amended. Said application shall be on forms provided by the city and shall be accompanied by all information and data the city deems necessary to process the application. To the extent it is authorized by law the city shall endeavor to keep all proprietary information submitted with said application confidential; provided, however, this section shall not create or establish a special duty to do so.

Section 3. Exemption Criteria. To be eligible for the temporary traffic impact fee exemption established by this Resolution, the applicant shall meet each of the following criteria:

A. The applicant must be a new commercial retail business in the Lake Stevens city limits. For purposes of this section, “new commercial retail business” shall mean any business which sells retail goods and services which are subject to the retail sales tax provisions of Chapter 3.20, 3.28, 3.32 LSMC and Washington State Law which applies for a development permit and which is subject to payment of traffic impact fees pursuant to LSMC 14.112.

B. Based on similar store sales or other reliable data, as determined by the city, the applicant must demonstrate that it is likely to generate to the city of Lake Stevens average annual city of Lake Stevens portion sales and use tax revenue of at least \$100,000 based upon the three-year period commencing from date of City issuance of a certificate of occupancy.

C. The applicant must be a new retail business located within one of the following prescribed land use zones: Local Commercial (LC), Mixed Use (MU), Commercial District (CD), Downtown/Local Commercial (D/LC), and Planned Business District (PBD).

D. The eligible applicant may only use one of the traffic impact fee incentives specified herein or in Resolution 2014-13, for retail sales tax traffic impact fee exemption but shall not qualify for more than one incentive program.

Section 4. Administration of Traffic Impact Fee Exemption. Upon acceptance of an application for exemption from traffic impact fees pursuant to Section 2, the applicant shall pay to the city the full amount of the traffic impact fees required pursuant to LSMC 14.112, adopted Traffic Impact Fee Cost Basis for the City of Lake Stevens policy document, and Resolution 2013-13 as it now reads or is hereafter amended. Following payment in full of the traffic impact fees the city shall deposit and manage the fees as set forth in Section 5. At the expiration of a three-year period commencing from the date of issuance of a certificate of occupancy the public works director, and with the assistance of the city finance director, the City shall determine if the average annual city of Lake Stevens portion sales and use tax revenue received by the city meets the minimum amount stated in Section 3B. The determination shall be based upon the sales

EXIHIBIT 12

tax reporting requirements of Chapter 3.28 LSMC and Washington State law as it now reads or is hereafter amended.

A. In the event the three-year average annual city of Lake Stevens portion sales and use tax revenue criteria of Section 3B has been met as determined by the director of public works, there shall be an exemption of 50 percent from the traffic impact fees otherwise due pursuant to LSMC 14.112.030. In such case, 50 percent of the amount paid to the city shall be refunded to the applicant, plus any accrued interest. The remainder of the funds deposited shall belong to the city and shall be released to the city upon payment.

B. In the event the three-year average annual city of Marysville portion sales and use tax revenue criteria of Section 3B has not been met, the traffic impact fee required under 14.112.030 shall immediately belong to and shall be released to the city; provided, however, in cases where the applicant has met at least 75 percent of the amount set forth in Section 3B, the applicant shall receive a partial exemption which shall result in a refund of 25 percent of the amount of the traffic fee paid to the city plus any accrued interest. The remainder of the funds deposited shall belong to the city and shall be released to the city upon payment of the refund to the applicant.

C. In cases where the applicant has not met either the three-year annual sales and use tax revenue of Section 3B or 75 percent thereof, all traffic impact fees paid shall belong to the city.

Section 5. Deposit and Management of Traffic Impact Fees. Traffic impact fees paid by an applicant pursuant to LSMC 14.112.030 shall be deposited by the city into a separate interest bearing account with any qualified public depository for local government as determined by the city. The account holder shall be the city of Lake Stevens. The city may at its option withdraw up to 50 percent of said funds at any time for uses authorized by this title. All other funds deposited in that account shall be used exclusively for payment of refunds to eligible applicants and balances, if any, to which the city is entitled. All refunds and interest to which an applicant is entitled shall be paid by the city within 120 days following the three-year period following the issuance of a certificate of occupancy.

Section 6. Appeals. Any applicant aggrieved by the determination of the director of public works as to whether the criteria of Section 3 have been met or the eligibility for an exemption from LSMC 14.112.030 or the amount of refund to which an applicant is entitled to pursuant to Section 4 may file a written appeal to the city's land use hearing examiner as established by LSMC 2.48 and 14.16A.350. The city examiner is hereby specifically authorized to hear and decide such appeals and the decision of the hearing examiner shall be final action of the city and subject to appeal pursuant to 14.16B.140 for a Type I application LSMC .

Section 7. Application of Sales and Use Tax Revenue from Businesses Which Receive an Exemption or Partial Exemption.

EXIHIBIT 12

A. All sales and use tax received by the city from applicants who receive an exemption or partial exemption from the requirements of this title shall be deposited in a special account to be administered by the city. Said account shall be established to pay traffic impact fees that otherwise would have been paid had an exemption or partial exemption not been granted. Said amounts shall be expended for purposes authorized by and in accordance with the provisions of this Resolution and the provisions of the city's capital improvement plan for streets. All sales and use tax revenues in excess of the amount paid as traffic impact fees received by the city from the applicant may be deposited in the city's general fund and may be expended for any lawful purpose as directed by the city council.

B. Special Sales Tax Account. The city shall establish by separate ordinance a special sales tax account for the purposes set forth in Section 6A.

Section 8. Severability. If any section, sentence, clause or phrase of this Resolution should be held invalid or unconstitutional by a court of competent jurisdiction, such invalidity or unconstitutionality shall not affect the validity or constitutionality of any other section, sentence, clause or phrase of this Resolution.

Section 9. Effective Date. This Resolution shall take effect immediately upon passage by the Lake Stevens City Council and shall automatically terminate three (3) years from the date of passage of this Resolution unless otherwise extended by resolution or Ordinance of the Lake Stevens City Council

PASSED by the City Council of the City of Lake Stevens this ___ day of December, 2014.

Vern Little, Mayor

ATTEST:

APPROVED AS TO FORM:

Grant K. Weed, City Attorney



LAKE STEVENS CITY COUNCIL
STAFF REPORT

Agenda Date: December 8, 2014

Subject: Resolution 2014-12 Establishing a Traffic Impact Incentive Program to Stimulate Job Growth in Lake Stevens

Contact	Rebecca Ableman	Budget	\$1,050,000*
Person/Department:	Planning and Community Development Director	Impact:	Est. See Below

RECOMMENDATION(S)/ACTION REQUESTED OF CITY COUNCIL: Approve Resolution No. 2014-12, a Resolution of the City Of Lake Stevens Establishing A Traffic Impact Fee Adjustment Incentive Program For A Period Of Three Years To Stimulate Job Growth In Lake Stevens as authorized under Ordinance No. 922.

SUMMARY:

Council is expected to take action on Ordinance No. 922 authorizing adjustments to Traffic Impact fees for broad public purposes. Resolution 2014-12 establishes a program to incentivize job growth in Lake Stevens, a key economic goal.

DISCUSSION

Public Benefit

In accordance with RCW 82.02.060(2) related to assessment of development impact fees, cities:

*(2) May provide an exemption for low-income housing, **and other development activities with broad public purposes**, from these impact fees, provided that the impact fees for such development activity shall be paid from public funds other than impact fee accounts; (emphasis added).*

The City of Lake Stevens competes for economic growth with neighboring jurisdictions including the cities of Everett, Marysville, Arlington, and Snohomish. There can be a somewhat distant competition with the cities of Granite Falls and Monroe. Stimulating new job growth business development through development incentives in order to advance several economic and community development goals and advance the City's long term financial position is an option for the Council to consider. These types of incentives have been used in other Washington State jurisdictions. Incentives include programs such as impact fee deferral and impact fee reduction/discount, and permit fee waivers. Staff will provide a more detailed list of some of these at the Council's hearing.

There are several specific public benefits from job growth in the City including:

- Increased sales tax revenue
- Increased shopping and services opportunities for citizens within the city limits that are not currently available
- Attraction of businesses that could stimulate more businesses including service sector growth
- Increased Utility Tax Revenue
- Increased property values contributing to increased property tax revenue

Job Growth Incentives Program

Resolution No. 2014-12 (**Exhibit 11**) shows the proposed job growth traffic impact fee incentive program based on the Council's direction at the November 24th meeting. The program uses a sliding scale thereby incentivizing larger over smaller job growth companies. Tables 1 and 2 in **Exhibit 10** shows the potential revenue impact of a 1,000 job growth development. This analysis was developed using gross number estimates and should be used only as a guide for decision making. Development may occur differently, however, a conservative approach was used in the analysis.

To account for the job growth incentive reductions in the Traffic Mitigation Account (TMA), Council could designate a portion of the revenues directly attributed from the new development to the TMA and done until the impact fee account is appropriately refunded. A three year period has been placed on this program.

BUDGET IMPACT*

For purposes of budget impact analysis, an overall estimated 1,000 job growth scenario was used. The primary impact is to the Transportation Improvement Program as the City will have to make up any difference created by the incentive adjustments from other public funding sources. Estimated property and utility taxes benefits are explained in Table 2 and would apply similarly to commercial development.

Impact on Six-Year Transportation Improvement Program (STIP)

The total estimated fiscal impact to the Traffic Mitigation Account (TMA) from both the job growth and retail sales tax growth programs is approximately \$2,031,000 if fully utilized over the three year program period. The transportation projects listed below are programmed into the City's STIP however, it is anticipated that the shortfall in the TMA will have very little to no effect on the timing of these project primarily due to existing account balance and other variables as described. Assuming local funds from the increase in tax revenue described in Table 2 are used to replace the uncollected impact fees, there may be only a slight delay in these projects if all other factors are realized as initially programmed.

Programmed Projects in 2016 – 2018

- *SR 9/4th Street NE intersection (may become part of state transportation package)*

- *90th Street NE Connector north of SR 204*
- *91st Avenue NE/SR 204 RTP northbound (may be part of transportation package)*
- *91st Avenue NE/SR 204 RTP southbound (may be part of transportation package)*
- *20th Street SE Phase 2 – Segment 1 Design and ROW (grant funded in 2015-2017)*
- *91st Avenue SE (4th to 20th) Design (pending grant funding)*
- *91st Avenue SE (Developer improvement)*
- *99th Avenue NE non motorized improvements (may be delayed)*
- *91st Avenue NE/Vernon intersection (Developer improvement)*

ATTACHMENTS:

- A: Resolution 2014-13
- B. Traffic Impact Fee Fiscal Analysis Tables 1 through 3

Attachment A

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

RESOLUTION No. 2014-12

**A RESOLUTION OF THE CITY OF LAKE STEVENS, ESTABLISHING A
TRAFFIC IMPACT FEE ADJUSTMENT INCENTIVE PROGRAM FOR A
PERIOD OF THREE YEARS TO STIMULATE JOB GROWTH IN LAKE
STEVENS**

WHEREAS, the City of Lake Stevens, Washington is a city in Snohomish County, Washington, planning under the Growth Management Act, Chapter 36.70A Revised Code of Washington; and

WHEREAS, RCW Chapter 82.02 authorizes cities planning under the Growth Management Act to assess, collect, and use impact fees to help finance public facilities that are needed to accommodate growth; and

WHEREAS, the City Council adopted Ordinance No. 876 effective October 8, 2012 amending Lake Stevens Municipal Code 14.112 relating to traffic impact fees establishing a traffic fee calculation; and

WHEREAS, the City issued the "Traffic Impact Fee Cost Basis for the City of Lake Stevens" Policy Memorandum on October 1, 2012; and

WHEREAS, pursuant to Resolution No. 2013-13 the City established a specific traffic impact fee; and

WHEREAS, the City Council approved Resolution No. 2014-7 supporting the City's intent to create economic development incentives to stimulate job and retail sales tax growth; and

Attachment A

WHEREAS, the City Council adopted Ordinance No. 922 on December 8, 2014, establishing the City Council's authority to adjust traffic impact fees;

WHEREAS, the Council declares it to be in the public interest to create incentives to promote job growth through growth in local economy and the resulting increase in local job opportunities;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF LAKE STEVENS AS FOLLOWS:

Section 1. Traffic Fee Adjustment. Pursuant to RCW 82.02.060(2) and (4), and Lake Stevens Municipal Code 14.112.080(d), there is hereby established a traffic impact fee adjustment program for development activity which meets the criteria of section 3 herein as authorized in LSMC 14.112.080(d).

Section 2. Application for Traffic Impact Fee Adjustment.

A. Any developer applying for or receiving a building permit which meets all criteria set forth in Section 3 herein may apply to the director of public works or designee for an adjustment from the traffic impact fee set forth in Resolution 2013-13 as it now reads or is hereafter amended. Said application shall be on forms provided by the city and shall be accompanied by all information and data the city deems necessary to process the application. The application must accompany the underlying development permit(s) application in order to be considered. To the extent it is authorized by law the city shall endeavor to keep all proprietary information submitted with said application confidential; provided, however, this section shall not create or establish a special duty to do so.

B. The eligible applicant may be entitled to an adjustment to Traffic Impact Fees due pursuant to LSMC 14.112.030 based on the following scale:

Job creation per development	<25	25-50	51-100	101-150	>150
Traffic Impact Fee Adjustment	0	30%	50%	60%	90%

C. The eligible applicant may only use one of the traffic impact fee incentives specified herein or in Resolution 2014-13, for retail sales tax traffic impact fee exemption but shall not qualify for more than one incentive program.

Section 3. Adjustment Criteria. To be eligible for the traffic impact fee adjustment established by this Resolution, the applicant shall meet each of the following criteria:

A. The applicant must be a new business in the Lake Stevens city limits that

Attachment A

establishes at least 25 new jobs in the city limits which applies for a development permit and which is subject to payment of traffic impact fees pursuant to LSMC 14.112.

B. Based on reliable data, as determined by the city, the applicant must make a formal declaration that the new business will generate the specified number of jobs for which the applicant is requesting the adjustment pursuant to Section 2. The job growth must be realized within 12 months of receiving a certificate of occupancy from the city.

Section 4. Annual reporting and penalties.

A. Each business that qualifies and receives a traffic impact fee adjustment under this program will be required to submit annual payroll reports to the City which demonstrates the perpetuation of all jobs for which the business received a traffic fee credit.

B. Three (3) years from the date of approval of the credit or adjustment of the fees provided for herein, the applicant shall provide all required data to the City to determine the net gain or loss of jobs compared to the number which were utilized to calculate the adjustment to fees. If the number of jobs created at the end of the three year period is the same or greater than the number used to calculate the credit or adjustment, the original credit or adjustment shall be deemed finally approved and confirmed. Any decrease which the applicant received credit for will result in a proportionate reduction of the credit and repayment to the City for the loss of public benefit.

Section 5. Lien. The total amount of the traffic impact fee above shall constitute a lien against the real property which is the subject of the development proposal. Said lien shall secure repayment for the loss of jobs and a reduction of the previously allowed credit as described in Section 2 above. The lien for impact fees shall be in a form approved by the city attorney and include the legal description, tax account number and address of the property.

A. Upon receipt of final repayment of all fees for the development, the department shall execute a separate lien release for the property in a form approved by the city attorney. The property owner, at their expense, will be responsible for recording each lien release.

B. In the event that the fees are not repaid in accordance with Section 22].090.070. the city shall institute foreclosure proceedings under the process set forth in Chapter 61.12 RCW. In addition to any unpaid fees, the city shall be entitled to interest on the unpaid fees at the rate provided for in RCW 19.52.020 and the reasonable attorney fees and costs incurred by the city in the foreclosure process. Notwithstanding the foregoing, prior to commencement of foreclosure, the City shall give not less than thirty (30) days written notice to the person or entity whose name

Attachment A

appears on the assessment rolls of the county assessor as owner of the property via certified mail with return receipt requested and regular mail advising of its intent to commence foreclosure proceedings. If the fees are paid in full to the city within the thirty (30) day notice period. no attorney fees. costs and interest will be owed.

C. In the event that the fees are not paid in accordance with this section, and in addition to foreclosure proceedings provided in subsection (3). the city may initiate any other action(s) legally available to collect such fees.

Section 6. Severability. If any section, sentence, clause or phrase of this Resolution should be held invalid or unconstitutional by a court of competent jurisdiction, such invalidity or unconstitutionality shall not affect the validity or constitutionality of any other section, sentence, clause or phrase of this Resolution.

Section 7. Effective Date. This Resolution shall take effect immediately upon passage by the Lake Stevens City Council and shall automatically terminate three (3) years from the date of passage of this Resolution unless otherwise extended by resolution or Ordinance of the Lake Stevens City Council

PASSED by the City Council of the City of Lake Stevens this ___ day of December, 2014.

Vern Little, Mayor

ATTEST:

APPROVED AS TO FORM:

Grant K. Weed, City Attorney

**Attachment B
 Traffic Impact Fee Incentive Programs
 Fiscal Analysis**

TABLE 1

Job Growth Incentive Impact					
Incentives available for a maximum of 1,000 jobs)equates to 24% job growth in the city based on 2012 employment)					
ITE (International Traffic Engineer) Manual – Weekday PM Peak Hour traffic trips generated by 1000 new jobs	400				
Zone 2 and 3 Per Trip Impact Fee	\$2,917				
Total Traffic Mitigation Fee Account (under existing plan)	\$1,166,800 (See total anticipated mitigation for Zones 2 & 3 attached)				
Incentive Proposal					
Job creation per development	<25	25-50	51-100	101-150	>150
		30%	50%	60%	90%
Per Trip Impact Fee per with reduction applied	\$2,917	\$2,042	\$1,459	\$1,167	\$292
Total Mitigation Fee Account reduction for 1,000 job growth	\$ -	\$350,000	\$583,200	\$700,000	\$1,050,000

Attachment B
Traffic Impact Fee Incentive Programs
Fiscal Analysis

TABLE 2
New Development Revenue Estimates

Revenue Source	Low	High
REET (one-time)	\$10,662	\$22,468
Construction Sales Tax - (one-time)	<u>\$350,000</u>	<u>\$630,000</u>
	\$360,662	\$652,468
Property Tax - Manufacturing (annual)	\$78,750	\$105,000
Utility Taxes - Commercial (annual)	<u>\$33,187</u>	<u>\$33,187</u>
	\$111,937	\$138,187
Manufacturing Estimated (year 1)	\$472,599	\$790,654
Property Tax - Office (annual)	<u>\$105,000</u>	<u>\$144,375</u>
	-	-
Office Estimated (year 1)	\$498,849	\$830,029

Assumptions

Total number of Employees	1,000
Facility SF	350,000
Site Areas Acres	20
Site Area SF	817,000
Assessed Land Value/SF -Low - (Actual Property for Sale)	\$2.61
Assessed Land Value/SF - High (Estimated Property Price)	\$5.50
Construction Sales Tax (Conservative)	\$1.00
Construction Sales Tax (Avg. of 2 projects)	\$1.80

REET	Property Sale Price	City Revenue (1/2 %)
Property Value Low	\$2,132,370	\$10,662
Property Value High	\$4,493,500	\$22,468

Construction Sales Tax - one-time	Per SF - Conservative	Per SF – Avg.
<i>Per Avg. actual & Conservative Rate</i>	\$1.00	\$1.80

Property Tax (\$1.50 Levy Rate)	Value added /SF "c"	Value added /SF "nr"
Manufacturing/Warehouse	\$150	\$200
Office	\$200	\$275

"c" - Current/ "nr" - New/Redevelopment

Per Leland Report - pg13

**Attachment B
 Traffic Impact Fee Incentive Programs
 Fiscal Analysis**

**TABLE 2
 New Development Revenue Estimates Continued**

Utility Tax	Unit per SF	Per Unit	X Utility Tax %
Gas Utility Tax Commercial - Average	.3 therms/sf/year	\$0.99	\$0.01
Electric Utility Tax Commercial - Average	20 kw/sf/year	\$0.08	\$0.08
<i>Avg per SF provided by PSE & PUD</i>			\$0.09
<i>((SF X Unit Per SF)X Per Unit Cost)X Utility Tax %</i>			

	New Commercial Building- LSC	New Office/Storage Building Hartford- Area
Structure Area	15004	25000
Construction Tax	\$25,860	\$46,953
	\$1.72	\$1.88

**Attachment B
 Traffic Impact Fee Incentive Programs
 Fiscal Analysis**

**TABLE 3
 Traffic Impact Fee Calculation based on \$100k/3 year Sales Tax Generation**

Period	2015-2017							
Impact Fee/Trip	\$2,917							
	PM Peak per 1000 sf	Est. Dev. (SF) In next 3 years	New Trips	Calculated base fee	Pass- by % (1)	Pass-by Discount	Total Traffic Fee Due	50% Discount
Free Standing Discount	5.43	28,000	152	\$443,501	20%	\$88,700.14	\$354,801	\$177,400.27
Shopping Center	3.75	40,000	150	\$437,550	35%	\$153,142.50	\$284,408	\$142,203.75
Pet Supply	4.96	11,000	55	\$159,152	35%	\$55,703.03	\$103,448	\$51,724.24
Supermarket	10.45	50,000	523	\$1,524,133	20%	\$304,826.50	\$1,219,306	\$609,653.00
		129,000	880	Total Est. 3 year impact Fee			\$1,961,963	\$980,981.27



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LAKE STEVENS CITY COUNCIL
STAFF REPORT

Agenda Date: December 8, 2014

Subject: Resolution 2014-13 Establishing a Temporary Traffic Impact Fee Exemption
Incentive Program to Stimulate New Retail Business Growth in Lake Stevens

Contact	Rebecca Ableman	Budget	\$981,000*
Person/Department:	Planning and Community Development Director	Impact:	Est. See Below

RECOMMENDATION(S)/ACTION REQUESTED OF CITY COUNCIL: Approve Resolution No. 2014-12, a Resolution of the City Of Lake Stevens, Establishing A Temporary Traffic Impact Fee Exemption Incentive Program For A Period Of Three Years To Stimulate Growth Of New Retail Businesses In Lake Stevens as authorized under Ordinance No. 922.

SUMMARY:

Council is expected to take action on Ordinance No. 922 authorizing adjustments to Traffic Impact fees for broad public purposes. Resolution establishes a program to incentivize retail sales tax growth in Lake Steven, a key economic goal.

DISCUSSION

Public Benefit

In accordance with RCW 82.02.060(2) related to assessment of development impact fees, cities:

*(2) May provide an exemption for low-income housing, **and other development activities with broad public purposes**, from these impact fees, provided that the impact fees for such development activity shall be paid from public funds other than impact fee accounts;*
(emphasis added).

The City of Lake Stevens competes for economic growth with neighboring jurisdictions including the cities of Everett, Marysville, Arlington, and Snohomish. There can be a somewhat distant competition with the cities of Granite Falls and Monroe. Stimulating new job growth business development through development incentives in order to advance several economic and community development goals and advance the City's long term financial position is an option for the Council to consider. These types of incentives have been used in other Washington State jurisdictions. Incentives include programs such as impact fee deferral and impact fee reduction/discount, and permit fee waivers. Staff will provide a more detailed list of some of these at the Council's hearing.

There are several specific public benefits from job growth and retail sales tax growth in the City including:

- Increased employment opportunities for citizens within the city limits that are not currently available
- Employees that spend money in the city contributing to increase in sales tax revenue
- Attraction of businesses that could stimulate more businesses including service sector growth
- Increased Utility Tax Revenue
- Increased property values contributing to increased property tax revenue
- Increase in retail sales tax revenue.

Impact on Six-Year Transportation Improvement Program (STIP)

The total estimated fiscal impact to the Traffic Mitigation Account (TMA) from both the job growth and retail sales tax growth programs is approximately \$2,031,000 if fully utilized over the three year program period. The transportation projects listed below are programmed into the City's STIP however, it is anticipated that the shortfall in the TMA will have very little to no effect on the timing of these project primarily due to existing account balance and other variables as described. Assuming local funds from the increase in tax revenue described in Table 2 are used to replace the uncollected impact fees, there may be only a slight delay in these projects if all other factors are realized as initially programmed.

Programmed Projects in 2016 – 2018

- *SR 9/4th Street NE intersection (may become part of state transportation package)*
- *90th Street NE Connector north of SR 204*
- *91st Avenue NE/SR 204 RTP northbound (may be part of transportation package)*
- *91st Avenue NE/SR 204 RTP southbound (may be part of transportation package)*
- *20th Street SE Phase 2 – Segment 1 Design and ROW (grant funded in 2015-2017)*
- *91st Avenue SE (4th to 20th) Design (pending grant funding)*
- *91st Avenue SE (Developer improvement)*
- *99th Avenue NE non motorized improvements (may be delayed)*
- *91st Avenue NE/Vernon intersection (Developer improvement)*

BUDGET IMPACT*

For purposes of budget impact analysis, an overall estimated three year potential retail development scenario was used. The primary impact is to the Transportation Improvement Program as the City will have to make up any difference created by the incentive adjustments from other public funding sources. Estimated property and utility taxes benefits are explained in Table 2 and would apply similarly to commercial development.

Impact on Six-Year Transportation Improvement Program (STIP)

The total estimated fiscal impact to the Traffic Mitigation Account (TMA) from both the job growth and retail sales tax growth programs is approximately \$2,031,000 if fully utilized over the three year program period. The transportation projects listed below are programmed into the City's STIP however, it is anticipated that the shortfall in the TMA will have very little to no effect on the timing of these project primarily due to existing account balance and other variables as described. Assuming local funds from the increase in tax revenue described in Table 2 are used to replace the uncollected impact fees, there may be only a slight delay in these projects if all other factors are realized as initially programmed.

Programmed Projects in 2016 – 2018

- *SR 9/4th Street NE intersection (may become part of state transportation package)*
- *90th Street NE Connector north of SR 204*
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- *91st Avenue NE/Vernon intersection (Developer improvement)*

ATTACHMENTS:

- A: Resolution 2014-13
- B. Traffic Impact Fee Fiscal Analysis Tables 1 through 3

Attachment A

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

RESOLUTION No. 2014-13

**A RESOLUTION OF THE CITY OF LAKE STEVENS, ESTABLISHING A
TEMPORARY TRAFFIC IMPACT FEE EXEMPTION INCENTIVE
PROGRAM FOR A PERIOD OF THREE YEARS TO STIMULATE
GROWTH OF NEW RETAIL BUSINESSES IN LAKE STEVENS**

WHEREAS, the City of Lake Stevens, Washington is a city in Snohomish County, Washington, planning under the Growth Management Act, Chapter 36.70A Revised Code of Washington; and

WHEREAS, RCW Chapter 82.02 authorizes cities planning under the Growth Management Act to assess, collect, and use impact fees to help finance public facilities needed to accommodate growth; and

WHEREAS, the City Council adopted Ordinance No. 876 effective October 8, 2012 amending Lake Stevens Municipal Code 14.112 relating to traffic impact fees establishing a traffic fee calculation; and

WHEREAS, the City issued the "Traffic Impact Fee Cost Basis for the City of Lake Stevens" Policy Memorandum on October 1, 2012; and

WHEREAS, pursuant to Resolution No. 2013-13 the City established a specific traffic impact fee; and

WHEREAS, the City Council approved Resolution No. 2014-7 supporting the City's intent to create economic development incentives to stimulate job and retail sales tax growth; and

WHEREAS, the City Council adopted Ordinance No. 922 on December 8, 2014, establishing the City Council's authority to adjust traffic impact fees;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF LAKE STEVENS AS FOLLOWS:

Section 1. Traffic Fee Exemption. Pursuant to RCW 82.02.060(2) and (4), and Lake Stevens Municipal Code 14.112.080(d), there is hereby established a temporary exemption from the traffic impact fee set forth in LSCM 14.112.080(b) for development activity which meets the criteria of section 3.

Section 2. Application for Traffic Impact Fee Exemption. Any developer applying

Attachment A

for a development permit which meets each of the criteria set forth in Section 3 herein may apply to the director of public works or designee for an exemption from the traffic impact fee established pursuant to fees Resolution 2013-13 as it now reads or is hereafter amended. Said application shall be on forms provided by the city and shall be accompanied by all information and data the city deems necessary to process the application. To the extent it is authorized by law the city shall endeavor to keep all proprietary information submitted with said application confidential; provided, however, this section shall not create or establish a special duty to do so.

Section 3. Exemption Criteria. To be eligible for the temporary traffic impact fee exemption established by this Resolution, the applicant shall meet each of the following criteria:

A. The applicant must be a new commercial retail business in the Lake Stevens city limits. For purposes of this section, "new commercial retail business" shall mean any business which sells retail goods and services which are subject to the retail sales tax provisions of Chapter 3.20, 3.28, 3.32 LSMC and Washington State Law which applies for a development permit and which is subject to payment of traffic impact fees pursuant to LSMC 14.112.

B. Based on similar store sales or other reliable data, as determined by the city, the applicant must demonstrate that it is likely to generate to the city of Lake Stevens average annual city of Lake Stevens portion sales and use tax revenue of at least \$100,000 based upon the three-year period commencing from date of City issuance of a certificate of occupancy.

C. The applicant must be a new retail business located within one of the following prescribed land use zones: Local Commercial (LC), Mixed Use (MU), Commercial District (CD), Downtown/Local Commercial (D/LC), and Planned Business District (PBD).

D. The eligible applicant may only use one of the traffic impact fee incentives specified herein or in Resolution 2014-13, for retail sales tax traffic impact fee exemption but shall not qualify for more than one incentive program.

Section 4. Administration of Traffic Impact Fee Exemption. Upon acceptance of an application for exemption from traffic impact fees pursuant to Section 2, the applicant shall pay to the city the full amount of the traffic impact fees required pursuant to LSMC 14.112, adopted Traffic Impact Fee Cost Basis for the City of Lake Stevens policy document, and Resolution 2013-13 as it now reads or is hereafter amended. Following payment in full of the traffic impact fees the city shall deposit and manage the fees as set forth in Section 5. At the expiration of a three-year period commencing from the date of issuance of a certificate of occupancy the public works director, and with the assistance of the city finance director, the City shall determine if the average annual city of Lake Stevens portion sales and use tax revenue received by the city meets the minimum amount stated in Section 3B. The determination shall be based upon the sales

Attachment A

tax reporting requirements of Chapter 3.28 LSMC and Washington State law as it now reads or is hereafter amended.

A. In the event the three-year average annual city of Lake Stevens portion sales and use tax revenue criteria of Section 3B has been met as determined by the director of public works, there shall be an exemption of 50 percent from the traffic impact fees otherwise due pursuant to LSMC 14.112.030. In such case, 50 percent of the amount paid to the city shall be refunded to the applicant, plus any accrued interest. The remainder of the funds deposited shall belong to the city and shall be released to the city upon payment.

B. In the event the three-year average annual city of Marysville portion sales and use tax revenue criteria of Section 3B has not been met, the traffic impact fee required under 14.112.030 shall immediately belong to and shall be released to the city; provided, however, in cases where the applicant has met at least 75 percent of the amount set forth in Section 3B, the applicant shall receive a partial exemption which shall result in a refund of 25 percent of the amount of the traffic fee paid to the city plus any accrued interest. The remainder of the funds deposited shall belong to the city and shall be released to the city upon payment of the refund to the applicant.

C. In cases where the applicant has not met either the three-year annual sales and use tax revenue of Section 3B or 75 percent thereof, all traffic impact fees paid shall belong to the city.

Section 5. Deposit and Management of Traffic Impact Fees. Traffic impact fees paid by an applicant pursuant to LSMC 14.112.030 shall be deposited by the city into a separate interest bearing account with any qualified public depository for local government as determined by the city. The account holder shall be the city of Lake Stevens. The city may at its option withdraw up to 50 percent of said funds at any time for uses authorized by this title. All other funds deposited in that account shall be used exclusively for payment of refunds to eligible applicants and balances, if any, to which the city is entitled. All refunds and interest to which an applicant is entitled shall be paid by the city within 120 days following the three-year period following the issuance of a certificate of occupancy.

Section 6. Appeals. Any applicant aggrieved by the determination of the director of public works as to whether the criteria of Section 3 have been met or the eligibility for an exemption from LSMC 14.112.030 or the amount of refund to which an applicant is entitled to pursuant to Section 4 may file a written appeal to the city's land use hearing examiner as established by LSMC 2.48 and 14.16A.350. The city examiner is hereby specifically authorized to hear and decide such appeals and the decision of the hearing examiner shall be final action of the city and subject to appeal pursuant to 14.16B.140 for a Type I application LSMC .

Section 7. Application of Sales and Use Tax Revenue from Businesses Which Receive an Exemption or Partial Exemption.

Attachment A

A. All sales and use tax received by the city from applicants who receive an exemption or partial exemption from the requirements of this title shall be deposited in a special account to be administered by the city. Said account shall be established to pay traffic impact fees that otherwise would have been paid had an exemption or partial exemption not been granted. Said amounts shall be expended for purposes authorized by and in accordance with the provisions of this Resolution and the provisions of the city's capital improvement plan for streets. All sales and use tax revenues in excess of the amount paid as traffic impact fees received by the city from the applicant may be deposited in the city's general fund and may be expended for any lawful purpose as directed by the city council.

B. Special Sales Tax Account. The city shall establish by separate ordinance a special sales tax account for the purposes set forth in Section 6A.

Section 8. Severability. If any section, sentence, clause or phrase of this Resolution should be held invalid or unconstitutional by a court of competent jurisdiction, such invalidity or unconstitutionality shall not affect the validity or constitutionality of any other section, sentence, clause or phrase of this Resolution.

Section 9. Effective Date. This Resolution shall take effect immediately upon passage by the Lake Stevens City Council and shall automatically terminate three (3) years from the date of passage of this Resolution unless otherwise extended by resolution or Ordinance of the Lake Stevens City Council

PASSED by the City Council of the City of Lake Stevens this ___ day of December, 2014.

Vern Little, Mayor

ATTEST:

APPROVED AS TO FORM:

Grant K. Weed, City Attorney

**Attachment B
 Traffic Impact Fee Incentive Programs
 Fiscal Analysis**

TABLE 1

Job Growth Incentive Impact					
Incentives available for a maximum of 1,000 jobs)equates to 24% job growth in the city based on 2012 employment)					
ITE (International Traffic Engineer) Manual – Weekday PM Peak Hour traffic trips generated by 1000 new jobs	400				
Zone 2 and 3 Per Trip Impact Fee	\$2,917				
Total Traffic Mitigation Fee Account (under existing plan)	\$1,166,800 (See total anticipated mitigation for Zones 2 & 3 attached)				
Incentive Proposal					
Job creation per development	<25	25-50	51-100	101-150	>150
		30%	50%	60%	90%
Per Trip Impact Fee per with reduction applied	\$2,917	\$2,042	\$1,459	\$1,167	\$292
Total Mitigation Fee Account reduction for 1,000 job growth	\$ -	\$350,000	\$583,200	\$700,000	\$1,050,000

Attachment B
Traffic Impact Fee Incentive Programs
Fiscal Analysis

TABLE 2
New Development Revenue Estimates

Revenue Source	Low	High
REET (one-time)	\$10,662	\$22,468
Construction Sales Tax - (one-time)	<u>\$350,000</u>	<u>\$630,000</u>
	\$360,662	\$652,468
Property Tax - Manufacturing (annual)	\$78,750	\$105,000
Utility Taxes - Commercial (annual)	<u>\$33,187</u>	<u>\$33,187</u>
	\$111,937	\$138,187
Manufacturing Estimated (year 1)	\$472,599	\$790,654
Property Tax - Office (annual)	<u>\$105,000</u>	<u>\$144,375</u>
	-	-
Office Estimated (year 1)	\$498,849	\$830,029

Assumptions

Total number of Employees	1,000
Facility SF	350,000
Site Areas Acres	20
Site Area SF	817,000
Assessed Land Value/SF -Low - (Actual Property for Sale)	\$2.61
Assessed Land Value/SF - High (Estimated Property Price)	\$5.50
Construction Sales Tax (Conservative)	\$1.00
Construction Sales Tax (Avg. of 2 projects)	\$1.80

REET	Property Sale Price	City Revenue (1/2 %)
Property Value Low	\$2,132,370	\$10,662
Property Value High	\$4,493,500	\$22,468

Construction Sales Tax - one-time	Per SF - Conservative	Per SF – Avg.
<i>Per Avg. actual & Conservative Rate</i>	\$1.00	\$1.80

Property Tax (\$1.50 Levy Rate)	Value added /SF "c"	Value added /SF "nr"
Manufacturing/Warehouse	\$150	\$200
Office	\$200	\$275

"c" - Current/ "nr" - New/Redevelopment

Per Leland Report - pg13

Attachment B
Traffic Impact Fee Incentive Programs
Fiscal Analysis

TABLE 2
New Development Revenue Estimates Continued

Utility Tax	Unit per SF	Per Unit	X Utility Tax %
Gas Utility Tax Commercial - Average	.3 therms/sf/year	\$0.99	\$0.01
Electric Utility Tax Commercial - Average	20 kw/sf/year	\$0.08	\$0.08
<i>Avg per SF provided by PSE & PUD</i>			\$0.09
<i>((SF X Unit Per SF)X Per Unit Cost)X Utility Tax %</i>			

	New Commercial Building- LSC	New Office/Storage Building Hartford- Area
Structure Area	15004	25000
Construction Tax	\$25,860	\$46,953
	\$1.72	\$1.88

Attachment B
Traffic Impact Fee Incentive Programs
Fiscal Analysis

TABLE 3
Traffic Impact Fee Calculation based on \$100k/3 year Sales Tax Generation

Period	2015-2017							
Impact Fee/Trip	\$2,917							
	PM Peak per 1000 sf	Est. Dev. (SF) In next 3 years	New Trips	Calculated base fee	Pass- by % (1)	Pass-by Discount	Total Traffic Fee Due	50% Discount
Free Standing Discount	5.43	28,000	152	\$443,501	20%	\$88,700.14	\$354,801	\$177,400.27
Shopping Center	3.75	40,000	150	\$437,550	35%	\$153,142.50	\$284,408	\$142,203.75
Pet Supply	4.96	11,000	55	\$159,152	35%	\$55,703.03	\$103,448	\$51,724.24
Supermarket	10.45	50,000	523	\$1,524,133	20%	\$304,826.50	\$1,219,306	\$609,653.00
		129,000	880	Total Est. 3 year impact Fee			\$1,961,963	\$980,981.27



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LAKE STEVENS CITY COUNCIL
STAFF REPORT

Council Agenda Date: December 8, 2014

Subject: Voluntary Mitigation Agreement Amendments – East Everett Investments

Contact Rebecca Ableman **Budget** None
Person/Department: Planning & Community Development Director **Impact:** _____

RECOMMENDATION(S)/ACTION REQUESTED OF COUNCIL:

The recommendation is for Council to approve the proposed amendments (**Attachment B**) to the Voluntary Mitigation Agreement (**Attachment A**) for East Everett Investments.

SUMMARY:

On December 12, 2013, the City Council authorized the Mayor to enter into a Voluntary Mitigation Agreement Amendment (VMAA) for the project known as East Everett Investments generally located at 75th Avenue SE and 20th Street SE. The primary changes relate to the timing of the traffic signal installation and other signage requirements.

BACKGROUND:

The project known as East Everett was annexed into the City on December 31, 2009. This project was developed under a series of boundary line adjustments of a 1891 plat and grading permit issued by Snohomish County. The project construction was not completed prior to annexation.

In December 2013, the City issued a Code Interpretation regarding vesting of jurisdictional regulations which triggered the need for the Voluntary Mitigation Agreement (VMA). The VMA specified improvements and the timing of installations related to building permit issuance. The project has been sold to another developer, HRA, LLC since the execution of the agreement and proposes adding some clarity and adjustments to timing of some improvements.

DISCUSSION:

Specific amendments are shown in the VMAA as follows:

1. Installation of “no parking (on-street)”, “private streets”, and “street name” signs are currently required to be installed prior to issuance of any building permits. The owner proposes to install them in phases tied to the installation of the final road pavement lift. In order to educate potential new home owners in the development, the City requests that an informational sign at the entrance to the project be installed indicating the no parking on the streets and that the project contains private streets.

Comment: *The purpose of the timing amendment relates to the vandalism that has been*

out on the site in areas where there is no construction activity. The City has observed vandalism on the site in the past as well. The added City requirement would ensure education to future owners and ensure that signs are posted prior to occupancy of any structures in that phase and meets the initial intent of the requirement.

2. The VMA requires that ADA facilities be brought up to current standards. The proposal clarifies specifics facilities.

Comment: For clarity purposes.

3. A traffic signal is required to be installed after the first 25 building permits have been issued. The traffic signal has been order by owner but there is concern that delays out of the control of the owner will prevent progress of the project for potential builders. The proposal is to allow an additional 25 permits to be issued prior to the installation and a date certain for installation. The owner also proposes to install a “No Left Turn” sign at the Northwest corner of the intersection of 75th Avenue and 20th Street SE for safety purposes until the light is installed. Additionally, the roadway from this project through to the easterly adjacent property is now open to 79th Avenue SE where there is a signal onto 20th Street SE providing route options for residents.

Comment: This proposal provides traffic safety and is a reasonable time frame.

Other amendments recognize that all lots are now under one ownership.

APPLICABLE CITY POLICIES:

NA

BUDGET

No budget impact.

ATTACHMENTS:

- A Original Voluntary Mitigation Agreement dated December 12, 2013
- B Proposed Voluntary Mitigation Agreement Amendment

VOLUNTARY MITIGATION AGREEMENT

This VOLUNTARY MITIGATION AGREEMENT ("Agreement") is dated the 12th day of December, 2013 and is made and entered by and between the City of Lake Stevens, a Washington municipal corporation (the "City") and East Everett Investments, LLC, a Washington limited liability company ("EEI").

RECITALS

- A. EEI owns the real property legally described in Exhibit A attached hereto (the "EEI Property").
- B. East West Bank ("EWB") is the owner of real property legally described in Exhibit B attached hereto (the "EWB Property"). The EWB Property is adjacent to the EEI Property.
- C. The EEI Property and the EWB Property (together referred to herein as the "Properties") are both part of the Plat of East Everett. The Properties were located in Unincorporated Snohomish County (the "County") until annexation of the Properties by the City effective December 31, 2009. Prior to Annexation, the Properties received Boundary Line Adjustment ("BLA") approvals from the County to reconfigure the lots originally platted as part of the Plat of East Everett. Also prior to Annexation, grading permits were applied for and granted by the County ("Grading Permits") after County review under the State Environmental Policy Act ("SEPA Review"), in order for roads, utilities and other infrastructure to be constructed necessary to develop residences on each of the lots within the Properties (the "Project"). Roads, utilities and other infrastructure were built under the Grading Permits to serve the Project and, prior to Annexation, the County issued final approvals for such work. A small number of homes have been built on lots within the Project but several lots within the Properties remain undeveloped with residences.
- D. On July 18, 2013 EEI filed a Land Use Petition under Chapter 36.70C RCW and a Damages Claim under Chapter 64.40 RCW against the City and Snohomish County (the "County") in response to a letter sent by the City to EEI on July 1, 2013, which addressed the EEI Property and permits for construction of houses on the EEI Property (the "Lawsuit"). On September 17, 2013 the Court granted motions by the County and the City to dismiss the Lawsuit. The Court reserved for a later determination whether the City was entitled to an award of reasonable attorneys' fees and costs pursuant to RCW 64.40.020(2).
- E. On October 7, 2013, EEI filed a code interpretation request with the City asking the City to confirm that the Project is vested to the land use ordinances of the County (the "Vested Codes") in effect when the Grading Permits were applied for (the "Interpretation Request"). On October 29, 2013, EWB joined in the EEI Interpretation Request.
- F. Under the terms and conditions set forth below, and notwithstanding the fact that EWB has not joined in this Agreement, EEI agrees that the City may impose on the Properties, as a condition

of granting the Interpretation Request, certain mitigation measures set forth in Exhibit C, beyond those imposed by the County in the County's SEPA Review, issuance of Grading Permits and approval of BLA's for development of the Project. EEI does not waive the right to seek reimbursement from any property owner benefitted from EEI's implementation of any mitigation measure in Exhibit C.

NOW THEREFORE, in consideration of the mutual promises set forth below, the Parties agree as follows:

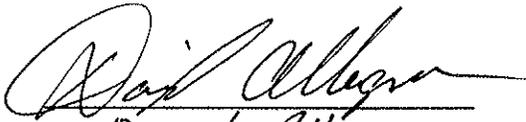
AGREEMENT

1. Timely Issuance of Interpretation. The City agrees to issue a decision on the Interpretation Request no later than December 13, 2013. The Parties agree that the City has not prejudged the Interpretation Request and has not, at the time of this Agreement, made a decision on the Interpretation Request.
2. No City Attorneys' Fees or Costs in Lawsuit. The City agrees that it will not seek attorneys' fees or costs pursuant to RCW Ch. 64.40.020(2) in the Lawsuit.
3. Voluntary Mitigation Measures. EEI agrees that if the Interpretation Request is granted by the City, the City may impose, as a condition of granting the Interpretation Request, all of the conditions specified in Exhibit C as conditions for the development of residences within the Project. The City agrees that, if such conditions are imposed, the City will adhere to and be bound by such conditions.
4. No Appeal of Interpretation. EEI further agrees that if the Interpretation Request is granted and is only subject to the mitigation measures set forth in Exhibit C, EEI will not appeal the City's decision on the Interpretation Request.
5. Termination of Agreement. The Parties agree that if the Interpretation Request is denied or if the Interpretation Request is granted subject to conditions imposed other than those set forth in Exhibit C, then, EEI, in its sole and absolute discretion, may: (a) terminate this Agreement and (b) with or without termination, appeal the City's decision on the Interpretation Request.
6. Covenant Running with the Land; Successors. Subject to the terms and conditions set forth above, this Agreement shall be considered a covenant running with the EEI Property and binding on EEI and its respective successors, grantees and assignees. EEI also agrees that if EEI acquires the EWB Property, this Agreement shall be considered a covenant running with the EWB Property and binding on EEI and its respective successors, grantees and assignees. The Agreement shall also be binding on the City. After the effective date of this Agreement, the Agreement or a Memorandum of the Agreement may be filed in the records of the Snohomish County Auditor.

7. Remedies; Attorneys' Fees. This Agreement may be specifically enforced in equity in addition to any other remedy provided by law. In the event suit is brought to enforce any provision of this Agreement, the prevailing party shall be entitled to recover reasonable costs and attorney's fees from the non-prevailing party.
8. Venue. Any action for claims arising out of or relating to this Agreement shall be governed by the laws of the State of Washington. Venue shall be in Snohomish County Superior Court.
9. Authority. The persons executing this Agreement on behalf of the respective Parties represent and warrant that they are authorized to enter into this Agreement on the terms and conditions herein stated.
10. Counterparts. This Agreement may be executed in counterparts, all of which shall be deemed as original if signed by all Parties.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed the day and year first above written.

EAST EVERETT INVESTMENTS, LLC


By: David Allegre
Its: Managing Member

THE CITY OF LAKE STEVENS


By: Vern Little
Its: MAYOR

Exhibit A

EEl Property

PARCEL A:

LOTS 47 THROUGH 64, INCLUSIVE AND LOTS 78 THROUGH 118, INCLUSIVE AND LOTS 120 THROUGH 122 INCLUSIVE, AND LOTS 125 THROUGH 130, INCLUSIVE, AND LOTS 137 THROUGH 148, INCLUSIVE OF SNOHOMISH COUNTY BOUNDARY LINE ADJUSTMENT NO. 07-101038 RECORDED UNDER AUDITOR'S FILE NUMBER 200706270931 AND SURVEY RECORDED UNDER AUDITOR'S FILE NUMBER 200706275060, AND CORRECTED BY INSTRUMENT RECORDED UNDER AUDITOR'S FILE NUMBER 200706290468 ALL IN THE PLAT OF EAST EVERETT, ACCORDING TO THE PLAT THEREOF, RECORDED IN VOLUME 2 OF PLATS, PAGE 102, RECORDS OF SNOHOMISH COUNTY, WASHINGTON.

(ALSO SHOWN AS LOTS 47 THROUGH 64, LOTS 78 THROUGH 118, 120 THROUGH 122, 125, 209 THROUGH 217, 221 THROUGH 224, 228 THROUGH 232 ON LOT RENUMBERING SURVEY, RECORDED UNDER AUDITOR'S FILE NUMBER 200810215065)

PARCEL B:

LOTS A THROUGH D, INCLUSIVE OF SNOHOMISH COUNTY BOUNDARY LINE ADJUSTMENT NO. 08-104344 BA, RECORDED UNDER AUDITOR'S FILE NUMBER 200810080197, BEING PORTIONS OF LOTS 2 THROUGH 5, INCLUSIVE, BLOCK 11, EAST EVERETT, ACCORDING TO THE PLAT THEREOF, RECORDED IN VOLUME 2 OF PLATS, PAGE 102, RECORDS OF SNOHOMISH COUNTY, WASHINGTON.

TOGETHER WITH THOSE PORTIONS OF VACATED STREETS AND ALLEYS WHICH ATTACH THERETO.

(ALSO SHOWN AS LOTS 233 THROUGH 236 ON LOT RENUMBERING SURVEY RECORDED UNDER AUDITOR'S FILE NUMBER 200810215065)

PARCEL C:

LOTS 14 THROUGH 16 INCLUSIVE, LOTS 33 THROUGH 39, INCLUSIVE, LOTS 41, 43, 49 AND 50, LOTS 72 THROUGH 80 INCLUSIVE, SNOHOMISH COUNTY BOUNDARY LINE ADJUSTMENT 07-101039 RECORDED UNDER AUDITOR'S FILE NUMBER 200706270932, AS DELINEATED ON RECORD OF SURVEY RECORDED UNDER AUDITOR'S FILE NUMBER 200706275061; AND LOTS 1 THROUGH 12, INCLUSIVE, LOT 17, LOTS 26 THROUGH 29 INCLUSIVE, LOTS 55 THROUGH 58 INCLUSIVE, LOTS 60 THROUGH 62, INCLUSIVE, LOTS 66, 69 AND 70 SNOHOMISH COUNTY BOUNDARY LINE ADJUSTMENT 08-105154, RECORDED UNDER AUDITOR'S FILE NUMBER 200810080198, AS DELINEATED ON RECORD OF SURVEY RECORDED UNDER AUDITOR'S FILE NUMBER 200806245075, AND AFFIDAVIT OF MINOR CORRECTION RECORDED UNDER

AUDITOR'S FILE NUMBER 200807170190, SAID BOUNDARY LINE ADJUSTMENTS BEING A SUBDIVISION OF BLOCKS 5, 6 AND 12, AND A PORTION OF BLOCK 3, EAST EVERETT, ACCORDING TO THE PLAT THEREOF, RECORDED IN VOLUME 2 OF PLATS, PAGE 102, RECORDS OF SNOHOMISH COUNTY, WASHINGTON AND VARIOUS VACATED ROADS AND ALLEYS, AND A PORTION OF THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 23, TOWNSHIP 29 NORTH, RANGE 5 EAST, W.M., RECORDS OF SNOHOMISH COUNTY, WASHINGTON

(ALSO SHOWN AS LOTS 126 THROUGH 137, LOTS 139 THROUGH 142, LOTS 151 THROUGH 154, LOTS 158 THROUGH 164, LOTS 166, 168, 174, 175, LOTS 180 THROUGH 183, LOTS 185 THROUGH 187, LOTS 191, 194, 195, AND LOTS 197 THROUGH 205 ON LOT RENUMBERING SURVEY RECORDED UNDER AUDITOR'S FILE NUMBER 200810215065 AND AMENDED SURVEY RECORDED UNDER AUDITOR'S FILE NUMBER 200906235002)

PARCEL D

PARCELS 3, 4 AND 5 OF CITY OF LAKE STEVENS BOUNDARY LINE ADJUSTMENT NO. BLA2010-3, RECORDED UNDER AUDITOR'S FILE NUMBER 201011025006, BEING A PORTION OF LOTS 46, 47 AND 48 OF SNOHOMISH COUNTY BOUNDARY LINE ADJUSTMENT NO. 07-101039, RECORDED UNDER AUDITOR'S FILE NUMBER 200706270932 AND DELINEATED ON SURVEY RECORDED UNDER AUDITOR'S FILE NUMBER 200706275061, AND ALSO KNOWN AS A PORTION OF LOTS 171, 172 AND 173 OF LOT RENUMBERING SURVEY RECORDED UNDER AUDITOR'S FILE NUMBER 200810215065, AND AMENDED SURVEY RECORDED UNDER AUDITOR'S FILE NUMBER 200906235002)

LOT 65 SNOHOMISH COUNTY BOUNDARY LINE ADJUSTMENT 08-105154, RECORDED UNDER AUDITOR'S FILE NUMBER 200810080198, AS DELINEATED ON RECORD OF SURVEY RECORDED UNDER AUDITOR'S FILE NUMBER 200806245075 (ALSO SHOWN AS LOT 190 ON LOT RENUMBERING SURVEY RECORDED UNDER AUDITOR'S FILE NUMBER 200810215065 AND AMENDED SURVEY RECORDED UNDER AUDITOR'S FILE NUMBER 200906235002).

ADJUSTED PARCEL A SNOHOMISH COUNTY BOUNDARY LINE ADJUSTMENT 08-104360, RECORDED UNDER AUDITOR'S FILE NUMBER 200806240990 (ALSO SHOWN AS LOT 226 ON LOT RENUMBERING SURVEY RECORDED UNDER AUDITOR'S FILE NUMBER 200810215065 AND AMENDED SURVEY RECORDED UNDER AUDITOR'S FILE NUMBER 200906235002).

ALL SITUATE IN THE COUNTY OF SNOHOMISH, STATE OF WASHINGTON.

Exhibit B

EWB Property

PARCEL A:

LOTS 1 THROUGH 45, INCLUSIVE OF SNOHOMISH COUNTY BOUNDARY LINE ADJUSTMENT NO. 07-101038, RECORDED UNDER AUDITOR'S FILE NUMBER 200706270931 AS AMENDED BY AFFIDAVIT OF MINOR CORRECTION RECORDED UNDER AUDITOR'S FILE NUMBER 200706290468 AND AS DELINEATED ON RECORD OF SURVEY RECORDED UNDER AUDITOR'S FILE NUMBER 200706275060, BEING A PORTION OF THE SOUTHWEST QUARTER OF SECTION 23, TOWNSHIP 29 NORTH, RANGE 5 EAST W.M.

PARCEL B:

LOTS 65 THROUGH 77 AND 123 OF SNOHOMISH COUNTY LINE ADJUSTMENT #07-101038 RECORDED UNDER AUDITOR'S FILE NUMBER 200706270931, AS AMENDED BY AFFIDAVIT OF MINOR CORRECTION RECORDED UNDER AUDITOR'S FILE NUMBER 200706290468, AND AS DELINEATED ON RECORD OF SURVEY RECORDED UNDER AUDITOR'S FILE NUMBER 200706275060, BEING A PORTION OF LOTS I THROUGH 26 INCLUSIVE, BLOCK 1, LOTS 1 THROUGH 12 INCLUSIVE, BLOCK 2, LOTS 14 THROUGH 26 INCLUSIVE, BLOCK 2, AND LOTS 4 THROUGH 13 INCLUSIVE, BLOCK 3 ALL IN PLAT OF EAST EVERETT, ACCORDING TO THE PLAT THEREOF, RECORDED IN VOLUME 2 OF PLATS, PAGE 102, RECORDS OF SNOHOMISH COUNTY, WASHINGTON, TOGETHER WITH VACATED STREETS AND ALLEYS.

PARCEL C:

LOTS 51, 52, 54, 81, 82, AND 83, OF SNOHOMISH COUNTY BOUNDARY LINE ADJUSTMENT #07-101039 RECORDED UNDER AUDITOR'S FILE NUMBER 200706270932 AS AMENDED BY AFFIDAVIT OF MINOR CORRECTION RECORDED UNDER AUDITOR'S FILE NUMBER 200706290469, AND AS DELINEATED ON RECORD OF SURVEY RECORDED UNDER AUDITOR'S FILE NUMBER 200706275061, BEING A PORTION OF BLOCKS 3, 5, 6 AND 12 AND VACATED ALLEYS AND STREETS OF THE PLAT OF EAST EVERETT, AND OF THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 23, TOWNSHIP 29 NORTH, RANGE 5 EAST, W.M., RECORDS OF SNOHOMISH COUNTY, WASHINGTON.

PARCEL D:

LOTS 131 THROUGH 135, INCLUSIVE, OF SNOHOMISH COUNTY BOUNDARY LINE ADJUSTMENT NO. PFN 07-101038 FILED AS A SURVEY UNDER AUDITOR'S FILE NUMBER 200706275060 AND RECORDED UNDER AUDITOR'S FILE NUMBER 200706270931 AND CORRECTED UNDER AUDITOR'S FILE NUMBER

200706290468, BEING A PORTION OF LOTS 3 THROUGH 8, INCLUSIVE, BLOCK 9, EAST EVERETT, ACCORDING TO THE PLAT THEREOF, RECORDED IN VOLUME 2 OF PLATS, PAGE 102, RECORDS OF SNOHOMISH COUNTY, WASHINGTON.

ADJUSTED PARCEL B SNOHOMISH COUNTY BOUNDARY LINE ADJUSTMENT 08-104360, RECORDED UNDER AUDITOR'S FILE NUMBER 200806240990 (ALSO SHOWN AS LOT 227 ON LOT RENUMBERING SURVEY RECORDED UNDER AUDITOR'S FILE NUMBER 200810215065 AND AMENDED SURVEY RECORDED UNDER AUDITOR'S FILE NUMBER 200906235002).

ALL SITUATE IN THE COUNTY OF SNOHOMISH, STATE OF WASHINGTON.

EXHIBIT C

I. Voluntary Mitigation Conditions Applicable to EEI Property

1. Before City issuance of the first new occupancy permit after the effective date of the Voluntary Mitigation Agreement to which this Exhibit C is a part (the "Posting Date"), "No Parking" signs will be installed by EEI at its expense on the EEI Property. The frequency of the signs and their location will be determined by the City in accordance with the MUTCD or other engineering standards. The City will give notice of required locations to EEI and will allow EEI to comment on the locations.
2. Before the Posting Date, existing street signs located on property owned by EEI shall be modified by EEI at the expense of EEI to meet the following requirements: Street signs shall be (a) 9 feet from the bottom of the sign to ground level and (b) 6 inches high and 4 inch text.
3. Before the Posting Date, EEI shall install, at its expense, "Private Road" signs on each street sign on the roads on the EEI Property.
4. The final pavement lift for the road system within the EEI Property shall be completed by EEI at its expense in two phases with those phases to be defined as follows: Phase 1 - all road improvements east of the west end of 18th Street; and Phase 2 - all road improvements west of the west end of 18th Street. The Phase 1 lift will be completed before the last 25% of the building permits remaining to be issued for Phase 1 are issued by the City. The Phase 2 lift will be completed before the last 25% of the building permits remaining to be issued for Phase 2 are issued by the City. Prior to the installation of the final lift in each Phase, the following shall be completed by EEI at its expense: weed abatement, damaged pavement sections will be patched, temporary asphalt drainage berms shall be removed, and all ADA handicap ramps, signage and other ADA requirements shall be installed in accordance with federal specifications. Notwithstanding the above, EEI shall not be obligated to perform any final lift work within any portion of the private road system where the lots on both sides of the road are owned by EWB.
5. Before the twenty sixth (26th) residential building permit is issued by the City to EEI or its successors or assigns for the EEI Property (the "Permit Date"), a permanent traffic signal will be installed by EEI at its expense at the intersection of 20th Street SE. The traffic signal will be installed in accordance with the design prepared by Snohomish County entitled 20th Street S.E. 20th St. SE/ Cavelero Rd. Signal Plan, Sheets SG1- SG5 Last Saved Date Dec. 23, 2009 – 3:30 p.m. Once installed, the traffic signal shall be owned and maintained by the City, who shall also be responsible for any relocation once the 20th Street improvements are completed in the future.
6. Before the Permit Date, EEI will dedicate existing Tract 999 to the City at no cost to the City for the purpose of the improvement of 20th Street.
7. Before the Permit Date, EEI will dedicate to the City, at no cost to the City, right of way for 75th Ave SE and 18th Street east of 75th Ave SE.
8. No residential building permits shall be issued with respect to any lots served by 75th Drive SE (Lots

173, 174, 175 and 176) until an emergency vehicle turn around has been constructed by EEI at its expense. A hammerhead type turnaround design as approved by the City will be accepted for that road only.

9. The cul-de-sacs at 19th Street SE, 72nd Ave. SE and 73rd SE shall be maintained and repaired by EEI to preserve the current size and radii of each cul-de-sac. "No Parking" signs shall be installed by EEI at its expense in each of the above described cul-de-sacs by the Posting Date.

10. By the Posting Date, EEI shall install at its expense in a location designated by the City in the public right of way, a temporary emergency access gate with Knox Box Key System restricting access to 71st Street. The gate shall be locked. This gate may not be removed until the gate called out in condition II (5) is installed.

II. Building Permit Conditions Applicable to EWB Property

1. Before any building permit is issued by the City to EWB for its Property, "No Parking" signs will be installed by EWB at its expense on the EWB Property. The frequency of the signs and their location will be determined by the City in accordance with the MUTCD or other engineering standards. The City will give notice of required locations to EWB and will allow EWB to comment on the locations.
2. Before any building permit is issued by the City to EWB for its Property, existing street signs located on property owned by EWB shall be modified by EWB at the expense of EWB to meet the following requirements: Street signs shall be (a) 9 feet from the bottom of the sign to ground level and (b) 6 inches high and 4 inch text.
3. Before any building permit is issued by the City to EWB for its Property, "Private Road" signs shall be installed on each street sign on the roads on the EWB Property.
4. Before any building permit is issued by the City to EWB for its Property, EWB shall install the final lift on any road on which a lot it owns fronts on that road. Prior to the installation of the final lift, the following shall be completed by EWB at its expense: weed abatement, damaged pavement sections will be patched, temporary asphalt drainage berms shall be removed, and all ADA handicap ramps shall be installed in accordance with federal specifications. In the event EEI acquires the EWB Property, then paragraph I (4) will govern EEI's obligation to complete the final lift on the EWB Property.
5. Before any building permit is issued by the City to EWB for its property, the traffic light to be constructed by EEI shall be installed. In the event that EEI acquires the EWB Property, the traffic light shall be installed before the twenty sixth (26th) residential building permit is issued by the City to EEI or its successors or assigns for the Properties.
6. Before any building permit is issued by the City to EWB for its Property, a Knox Box Key System shall be installed by EWB on the access gate at 71st Street on the EWB Property. The gate shall thereafter be locked. Additionally, an optical actuator shall be installed by EWB.
7. Before any building permit is issued by the City for a lot on the EWB Property, the City shall have evidence of a recorded easement benefitting the property for which the building permit application is submitted allowing storm drainage to flow into the property on the west side of SR 204,

8. In the event that EEI acquires the EWB Property, the conditions set forth in paragraph II(1), (2), (3), and (6) shall be modified to require performance by EEI before the Posting Date.

III. Approval Conditions Applicable to Both the EEI Property and EWB Property

1. The conditions in I,II and III are applicable to the respective successors and assigns of EEI and EWB.
2. All residences that do not front on a private road and that gain access via a 10 foot shared driveway will be either be sprinkled or wider driveways (20-feet in width) will be installed sufficient for emergency vehicle access. It shall be the builder's option to choice as to which of these alternatives will be used.
3. Driveways for any duplex units will be limited to one per structure onto any roadway.
4. Park impact fees shall be due at the time of building permit issuance in the amount established by the City at the time of such permit issuance.
5. If the City confirms vesting, vesting shall apply to fully complete building permit applications received by the City prior to December 31, 2019 for lots within the Properties. Lots within the Properties not subject to a fully complete building permit application on file with the City by December 31, 2019 shall be subject to all then current building and development regulations, including regulations concerning impact fees of the City. Any residence constructed pursuant to a complete building permit application filed prior to December 31, 2019 may, if damaged or destroyed by fire, accident or natural disaster, be rebuilt but not expanded, notwithstanding its nonconformity with then existing City land use ordinances.

IV. Agreements of City of Lake Stevens

1. In consideration of EEI performing conditions I (5), (6) and (7) as above described, the City will not charge a traffic impact fee for the residential development of any lot on the EEI Property or on the EWB Property if the EWB Property is acquired by EEI. EEI shall not be entitled to any other consideration or offset from the City for performing conditions I (5), (6) and (7).
2. Development of residences within the Properties is exempt from the payment of school impact fees because the lots within the Project were created before adoption of the school impact fee ordinance. The City will not require a receipt showing payment of school impact fees.
3. A City Code Interpretation confirming that the Project is vested to the permits and approvals issued by Snohomish County prior to annexation of the Properties into the City does not affect any permit or approval issued, or that should have been issued, by any other state or federal agency, including but not limited to, agencies of the State of Washington and the U.S. Army Corps of Engineers. The City's confirmation of vesting is not binding as to any permit or lack of permit issued or required to be issued by any agency other than the City. The City agrees to accept, process and approve any fully complete building permit application that complies with the applicable Vested Codes and the conditions set forth in Conditions I, II and III above unless ordered or enjoined not to issue a permit by an agency with jurisdiction. Provided, however, in the event such an order or injunction occurs, and the injunction or order remain in effect for more than six (6) months, then in that event the vesting period in III(5) shall be

extended for each day in excess of the six months the order or injunction remains in effect. Provided further, if the agency with jurisdiction secures an order or injunction ruling on vesting, then the provisions in such order or injunction ruling shall control.

Attachment B

AMENDMENTS TO VOLUNTARY MITIGATION AGREEMENT RECORDED UNDER SNOHOMISH COUNTY AUDITOR'S FILE NUMBER 201401070242

RECITALS

- A. A Voluntary Mitigation Agreement (“VMA”) was entered into on December 12, 2013 between East Everett Investments, LLC (“EEI”) and the City of Lake Stevens as recorded under Snohomish County Auditor’s File Number 201401070242; and,
- B. Highland Realty Advisors, LLC, a Washington Limited Liability Company (“HRA”) is now the record owner of EEI’s interest in the real estate described by Exhibit A attached to the VMA; and,
- C. EEI is the now owner of record of the East West Bank property described by Exhibit B to the VMA;
- D. The current owners of record of the real estate described by Exhibits A and B to the VMA have proposed certain amendments/clarifications to the VMA as set forth below.
- E. Except as set forth below, the VMA recorded under Snohomish County Auditor’s File Number 201401070242 shall remain in full force and effect as to all unamended terms and conditions; Provided, However, that as to the EEI Property described by Exhibit A attached to the VMA, it is acknowledged (see footnote 1 below) that HRA is the successor to EEI as the owner of the EEI Property and that HRA is also bound by the terms and conditions of the VMA as to the EEI Property.

NOW, THEREFORE, in consideration of the premises, the Parties agree as follows:

AMENDED AGREEMENT

A. Paragraph I-1 of Exhibit C attached to the Voluntary Mitigation Agreement recorded under Snohomish County Auditor’s File Number 201401070242 is hereby amended and restated in its entirety as follows:

- 1. Before City issuance of the first new occupancy permit within the area defined as Phase 1 in paragraph I-4 below after the effective date of the Voluntary Mitigation Agreement to which Exhibit C is a part (the “Posting Date”), “No Parking” signs will be installed by EEI¹ at its expense on the EEI Property² with

1

HRA acknowledges and agrees that, as to the real estate described by Exhibit A to the VMA, that it has succeeded to and is bound to the obligations of EEI under the VMA and is, therefore,

Attachment B

that Phase.

Before City issuance of the first new occupancy permit within the area defined as Phase 2 in paragraph I-4 below after the effective date of the Voluntary Mitigation Agreement to which Exhibit C is a part (the "Posting Date"), "No Parking" signs will be installed by EEI at its expense on the EEI Property with that Phase.

The frequency of the signs and their location will be determined by the city in accordance with the MUTCD or other engineering standards. The City will give notice of required locations to EEI and will allow EEI to comment on the locations.

Prior to the Posting Date, EEI shall install a sign near the entrance to the project to notify potential buyers that there is no on-street parking within the development.

B. Paragraph I-2 of Exhibit C attached to the Voluntary Mitigation Agreement recorded under Snohomish County Auditor's File Number 201401070242 is hereby amended and restated in its entirety as follows:

2. Before the posting date as related to the EEI property within the area defined as Phase 1 in paragraph I-4 below, existing street signs located within that phase shall be modified by EEI at the expense of EEI to meet the following requirements: Street signs shall be (a) 9 feet from the bottom of the sign to ground level and (b) 6 inches high and 4 inch text.

Before the posting date as related to the EEI property within the area defined as Phase 2 in paragraph I-4 below, existing street signs located within that phase shall be modified by EEI at the expense of EEI to meet the following requirements: Street signs shall be (a) 9 feet from the bottom of the sign to ground level and (b) 6 inches high and 4 inch text.

C. Paragraph I-3 of Exhibit C attached to the Voluntary Mitigation Agreement recorded under Snohomish County Auditor's File Number 201401070242 is hereby amended and restated in its entirety as follows:

a signator to this Amendment. References to the obligations of EEI as to the real property described by Exhibit A to the VMA will hereafter be deemed to include HRA.

2

Notwithstanding the fact that HRA has acquired the interest of EEI in and to the real property described by Exhibit A attached to the VMA, unless the context indicates otherwise, the term "EEI Property" will continue to hereafter refer to the real property described by Exhibit A attached to the VMA.

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3. Before the Posting Date as related to the EEI property within the area defined as Phase 1 in paragraph I-4 below, EEI shall install, at its expense, "Private Road" signs on each street sign on the roads within that phase of the EEI Property.

Before the Posting Date as related to the EEI property within the area defined as Phase 2 in paragraph I-4 below, EEI shall install, at its expense, "Private Road" signs on each street sign on the roads within that phase of the EEI Property.

Prior to the Posting Date, EEI shall install a sign near the entrance to the project to notify potential buyers that except for 75th Avenue SE and the east leg of 18th, all roads are private.

D. Paragraph I-4 of Exhibit C attached to the Voluntary Mitigation Agreement recorded under Snohomish County Auditor's File Number 201401070242 is hereby amended and restated in its entirety as follows:

4. The final pavement lift for the road system within the EEI Property shall be completed by EEI at its expense in two phases with those phases to be defined as follows: Phase 1 - all road improvements east of the west end of 18th Street; and Phase 2 - all road improvements west of the west end of 18th Street. The Phase 1 lift will be completed before the last 25% of the building permits remaining to be issued for Phase 1 are issued by the City. The Phase 2 lift will be completed before the last 25% of the building permits remaining to be issued for Phase 2 are issued by the City. Prior to the installation of the final lift in each Phase, the following shall be completed by EEI at its expense: weed abatement, damaged pavement sections will be patched, and temporary asphalt drainage berms shall be removed. Notwithstanding the above, EEI shall not be obligated to perform any final lift work within any portion of the private road system where the lots on both sides of the road are owned by EWB.

On all roadways with in the designated plat, to satisfy the requirement of this paragraph I-4 of the VMA the property owner shall verify through a Licensed Professional Engineer that each existing ADA sidewalk access ramp is in compliance with applicable Federal Americans with Disability Act requirements as of the date of this VMA. Certification will be confirmed in a PE stamped letter. If any ADA ramp does not meet the Federal requirement as of the date of the VMA, property owner will make corrections to bring that access ramp location into compliance. The certification will be provided to the City by _____. Corrections will be completed will be completed by_____.

E. Paragraph I-5 of Exhibit C attached to the Voluntary Mitigation Agreement recorded under Snohomish County Auditor's File Number 201401070242 is hereby amended and restated in its entirety as follows:

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5. Before the twenty sixth (26th) residential building permit is issued by the City to EEI or its successors or assigns for the EEI Property (the "Permit Date"), a permanent traffic signal will be installed by EEI at its expense at the intersection of 20th Street SE. The traffic signal will be installed in accordance with the design prepared by Snohomish County entitled 20th street S.E. 20th St. SE/Cavelaro Rd. Signal Plan, Sheets SG-1-SG5 Last Save Date Dec. 23, 2009 - 3:30 p.m. Once installed, the traffic signal shall be owned and maintained by the City, who shall also be responsible for any relocation once the 20th Street improvements are completed in the future.

Notwithstanding the above, upon request and proper application by EEI and/or its successors and assigns including HRA and HRA's successors and assigns, the City will issue up to an additional twenty-five (25) building permits for the EEI Property in the event that the following conditions are satisfied: (1) the City has approved shop drawings for the construction of the subject traffic signal; (2) evidence is provided to the City that the poles and hardware for the subject traffic signal have been ordered; (3) evidence that a contract has been entered into with a qualified contractor (in this case Service Electric) for the construction of the signal; (4) a "No Left Hand Turn" sign is installed at the Northwest corner of the intersection of 20th and Cavelaro Road (75th Street SE); and (5) the subject traffic signal shall be installed not later than May 31, 2015.

F. Paragraph I-6 of Exhibit C attached to the Voluntary Mitigation Agreement recorded under Snohomish County Auditor's File Number 201401070242 is hereby amended and restated in its entirety as follows:

6. Before the Permit Date, EEI will dedicate existing Tract 999 to the City at no cost to the City for the purpose of the improvement of 20th Street, a condition which has been satisfied.

G. Paragraph I-7 of Exhibit C attached to the Voluntary Mitigation Agreement recorded under Snohomish County Auditor's File Number 201401070242 is hereby amended and restated in its entirety as follows:

7. Before the Permit Date, EEI will dedicate to the City, at no cost to the City, right of way for 75th Ave SE and 18th Street east of 75th Ave SE, a condition which has been satisfied.

H. Paragraph I-8 of Exhibit C attached to the Voluntary Mitigation Agreement recorded under Snohomish County Auditor's File Number 201401070242 is hereby amended and restated in its entirety as follows:

8. No residential building permits shall be issued with respect to any lots served by 75th Drive SE (Lots 173, 174, 175 and 176) until an emergency vehicle turn around has been constructed by EEI at its expense. A hammerhead type

Attachment B

turnaround design as approved by the City will be accepted for that road only; Provided, However, in lieu of an approved hammerhead type turnaround, residential structures to be built on Lots 173 - 176 shall be sprinklered.

I. Paragraph II-7 of Exhibit C attached to the Voluntary Mitigation Agreement recorded under Snohomish County Auditor's File Number 201401070242 is hereby amended and restated in its entirety as follows:

7. Before any building permit is issued by the City for a lot on the EWB Property, the City shall have evidence of a recorded easement benefitting the property for which the building permit application is submitted allowing storm drainage to flow into the property on the west side of SR 204, a condition which has now been satisfied as a result of the Deed recorded under Snohomish County Auditor's File Number 201401070242 under which EEI acquired title to the EWB property together with the easement reservation set forth in that certain Deed recorded under Snohomish County Auditor's File Number 200709100468.

J. Paragraph II-8 of Exhibit C attached to the Voluntary Mitigation Agreement recorded under Snohomish County Auditor's File Number 201401070242 is hereby amended and restated in its entirety as follows:

8. In the event that EEI acquires the EWB Property, the condition set forth in paragraph II(1), (2), (3), and (6) shall be modified to require performance by EEI before the Posting Date a condition which has now been satisfied as a result of the Deed recorded under Snohomish County Auditor's File Number 201401070242 under which EEI acquired title to the EWB property.

HIGHLAND REAL ADVISORS, LLC, a
Washington Limited Liability Company

By: _____
Ted McCaugherty
Its: Managing Member

EAST EVERETT INVESTMENTS, LLC, a
Washington Limited Liability Company

By: _____
Ted McCaugherty
Its: Managing Member

Attachment B

THE CITY OF LAKE STEVENS

By: _____
Vern Little

Its: _____
Mayor



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LAKE STEVENS CITY COUNCIL
STAFF REPORT

Council Agenda Date: December 8, 2015

Subject: Resolution to Adopt Public Defense Standards

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

RECOMMENDATION(S)/ACTION REQUESTED OF COUNCIL: Approve Resolution 2014-14 Adopting Public Defense Standards.

SUMMARY/BACKGROUND:

RCW 10.101.030 requires the City of Lake Stevens to adopt standards for the delivery of public defense services. The Washington State Bar Association Board of Governors approved standards for indigent defense services and the Washington State Supreme Court issued New Standards for Indigent Defense by Order.

The adoption of Resolution 2014-14 would put in place practices and procedures utilized by the public defense services firm consistent with the Washington State Supreme Court and other recommended best practices for the City of Lake Stevens.

BUDGET IMPACT:

Adopt Resolution 2014-14 Public Defense Standards.

ATTACHMENTS:

- ▶ Exhibit 1: Resolution 2014-14

EXHIBIT 1

RESOLUTION NO. 2014-14

A RESOLUTION OF THE CITY OF LAKE STEVENS, WASHINGTON ADOPTING NEW STANDARDS FOR THE DELIVERY OF PUBLIC DEFENDER SERVICES PURSUANT TO RCW 10.101.030

WHEREAS, RCW 10.101.030 requires the City of Lake Stevens ("City") to adopt standards for the delivery of public defense services, specifies the topics to be addressed in such standards, and urges local legislative bodies to use the standards endorsed by the Washington State Bar Association for indigent defense as guidelines; and

WHEREAS, the City of Lake Stevens has previously incorporated standards for the delivery of Public Defense Services in its contracts for public defense services and has contracted with a Public Defense firm in anticipation of the eventual adoption of amendments to the Washington Court Rules regarding indigent defense services; and

WHEREAS, the Washington Supreme Court by Order No. 25700-A-1004 has adopted new standards for indigent defense and a certificate of compliance; and

WHEREAS, the City Council of Lake Stevens deems it to be in the public interest to proceed with the adoption and implementation of the standards as provided herein,

NOW, THEREFORE, BE IT RESOLVED BY THE CITY OCUNCIL OF THE CITY OF LAKE STEVENS AS FOLLOWS:

Section 1. The City of Lake Stevens Standards for the Delivery of Public Defense Services as set forth in Exhibit A to this resolution are hereby adopted and approved

Section 2. The City Clerk is directed to provide a certified copy of the Standards to the Presiding Judge of the Marysville Municipal Court.

Section 3. Effective Date. The provisions of this resolution shall be effective upon adoption.

PASSED by the City Council of the City of Lake Stevens this ____ day of December, 2014.

CITY OF LAKE STEVENS

Vern Little, Mayor

ATTEST/AUTHENTICATED:

Barb Stevens, Finance Director/City Clerk

APPROVED AS TO FORM:

Grant Weed, City Attorney

EXHIBIT A

STATEMENT OF INTENT AND INTERPRETATION: These standards are adopted in order to comply with the requirements of RCW 10.101.030, the rules established by the Washington State Supreme Court and the requirements of the Sixth Amendment to the U.S. Constitution. The provisions of these standards shall be construed to effectuate their stated purpose, which is to provide standards that afford quality representation in the provision of public defense to indigent criminal defendants. "Quality representation" describes the minimum level of attention, care, and skill that Washington citizens would expect of their State's criminal justice system meeting all legal requirements for the provision of public defense services. These standards may be amended from time to time to reflect changes in the rules established by the Washington State Supreme Court, guidance offered by the Washington State Bar Association, or decisions of the Washington State and federal courts.

1. DUTIES AND RESPONSIBILITIES OF COUNSEL.

1.1 Public defense services ("the Services") shall be provided to all clients in a professional, skilled manner consistent with the minimum standards set forth by the American Bar Association, the Washington State Bar Association, the Rules of Professional Conduct, case law and applicable court rules and decisions defining the duties of counsel and the rights of defendants in criminal cases. The Public Defender's primary and most fundamental responsibility is to promote and protect the interests of the client.

1.2 Services shall be provided to indigent clients whose eligibility has been determined by the City of Lake Stevens through an established screening process.

1.3 All Public Defenders providing services by contract shall certify their compliance with the standards for indigent defense by filing a Certification of Compliance quarterly as required by CrR 3.1, CrRLJ 3.1, and JuCR 9.2. Such forms shall be filed with the Marysville Municipal Court. Copies of each Public Defender's certification shall be provided to the City.

1.4 Non-Discrimination. The Public Defender shall comply with all federal, state and local non-discrimination laws or ordinances. The duty of nondiscrimination relates not only to the provision of services by the Public Defender to the clients, but also with respect to the hiring and employment practices of the Public Defender Contractor.

2. QUALIFICATIONS OF ATTORNEYS.

2.1 Every Public Defender performing services under contract with the City (herein "Public Defense" or "Public Defender") or appointed by the Marysville Municipal Court in a particular case shall satisfy the minimum requirements for practicing law in the State of Washington as determined by the Washington State Supreme Court and possess a license to practice law in the State. Interns may assist in the provision of services so long as such interns comply with APR 9, and are trained and supervised by contract Public Defenders.

2.2 In a firm providing public defense services, one attorney shall be designated as the lead attorney. The designated Public Defender or the designated lead attorney in a firm providing public defense services by contract shall have a minimum of five years of experience in a practice emphasizing criminal defense.

2.3 Public Defenders and Rule 9 interns (herein "intern" or "interns") performing services under contract shall:

2.3.1 Be familiar with the statutes, court rules, constitutional provisions, and case law relevant to the practice area; and

2.3.2 Be familiar with the Washington Rules of Professional Conduct (WRPC); and

2.3.3 Be familiar with the Performance Guidelines for Criminal Defense Representation approved by the Washington State Bar Association; and

2.3.4 Be familiar with the consequences of a conviction or adjudication, including possible immigration consequences and the possibility of civil commitment proceedings based upon a criminal conviction; and

2.3.5 Be familiar with mental health issues and be able to identify the need to obtain expert services; and

2.4 The City Attorney, City Prosecutor, Chief of Police and law enforcement personnel shall not participate in the selection and evaluation process leading to the recommendation of a contract for Public Defense Services. Nothing herein shall be interpreted to prohibit the City Attorney, City Prosecutor or Chief of Police from performing the normal functions of his/her office, including by way of illustration, the drafting of contracts, ordinances and resolutions.

3. ADMINISTRATIVE EXPENSES AND SUPPORT SERVICES

3.1 All contracts for Public Defense shall provide sufficient amounts, in addition to reasonable compensation for attorneys, for adequate administrative expenses and support services to provide for adequate staffing and other costs associated with the day-to-day management of a law office. Administrative expenses include travel, telephones, law library including electronic legal research, financial accounting, case management systems, computers and software, office space and supplies and training. Support services include secretaries, word processing staff, paralegals, and access to translators, social work staff, mental health professionals, and immigration law advice, as appropriate.

3.2 Private offices and/or conference rooms shall be available which are convenient to defendants charged in the Marysville Municipal Court and allow the maintenance of confidentiality. Public Defenders shall maintain a telephone system, an email address and postal address to enable convenient communications by clients.

4. TRAINING, SUPERVISION, AND EVALUATION OF ATTORNEYS.

4.1 The designated lead attorney in a firm providing public defender services shall be responsible for training, supervising, and evaluating all attorneys in the firm providing public defender services.

4.2 No attorney in a firm providing public defender services shall be assigned sole or primary responsibility for a case unless the lead attorney determines that attorney has the required training, experience, knowledge and skill.

4.3 All attorneys providing public defense services shall participate in a minimum of seven hours of continuing legal education per year in areas relating to criminal defense law and practice.

4.4 In addition to required continuing legal education (CLE) training, in the event that seven (7) or more attorneys perform services to the City by the same contract and in the same entity, the contract for services shall provide for in-house training. Proposals made in response to requests for proposals for pursuit of a contract for Public Defense Services shall provide information regarding in-house training, the development of manuals to inform new attorneys of the rules and procedures of the Marysville Municipal Court, and encourage the opportunity to attend courses that foster trial advocacy skills. The Public Defender is encouraged to obtain and review professional publications and other media relating to criminal defense.

5. CASELOAD LIMITS AND TYPES OF CASES.

5.1 The Public Defender shall provide Services to all eligible person charged in the Marysville Municipal Court with violation of the City's ordinances defining misdemeanor and gross misdemeanor crimes for which incarceration is a possible consequence upon conviction, and RALJ appeals of convictions to Superior Court. A case is defined as the filing of a document with the Court naming a person as a defendant or respondent, to which an attorney is appointed in order to provide representation.

5.2 The caseload of a full time public defender or assigned counsel shall not exceed four hundred cases per year.

5.3 If a Public Defender or assigned counsel is carrying a caseload consisting of cases performed under contract with the City, as well as other criminal cases from other jurisdictions, including a mixed caseload of felonies and misdemeanors, these standards shall be adjusted proportionally to determine a full caseload. If the contract or assigned counsel also maintains a private law practice, the caseload shall be based upon the percentage of time that the lawyer devotes to public defense with the City.

5.4 The caseload of a Public Defender who also maintains a private practice shall not exceed the number of cases resulting from multiplying 400 cases by the percentage of his or her time the public defender devotes to providing public defense services under all contracts for public

defense services.

5.5 A case credit is a unit of work computed as follows:

5.5.1 The Public Defender will receive no credit for a misdemeanor case when the court dismisses the case upon the motion of the prosecuting attorney before any legal service has been performed. Any case in which the Public Defender's duty is limited to explaining to the individual defendant the implication of any action by the City Prosecutor to reduce a criminal matter to a civil infraction, bail forfeiture or dismissal, shall not be counted as a case assignment to the Public Defender's office. The Public Defender shall receive no work for credit on cases which are substantively identified as conflicts, with the exception of cases in which, after performing a conflicts check, receiving discovery and having a confidential conference with the client, the client obtains a new attorney at his own expense or through a request to the court, or for other extraordinary circumstances approved by the City, including but not limited to, information or evidence which the Public Defender could not have reasonably known or discovered at the time of the initial conflicts check.

5.5.2 Each case assigned to the Public Defender shall only be counted once, irrespective of the number of hearings either prior to disposition or post disposition.

5.5.3 A criminal matter shall be defined as one (1) case for billing purposes no matter how many charges are filed against the individual, so long as all the charges arise out of the same incident. Any additional charges filed against the same defendant, arising out of a separate incident, shall be counted by the Public Defender as a new case.

5.5.4 If the Public Defender is required to attend an arraignment or probation review/failure to comply calendar, each hour of such calendar time shall be counted as 0.17 case credit toward the maximum caseload limit. This shall apply regardless of whether the attorney is appointed to represent a client.

5.5.5 A case in which a jury is empaneled shall be counted as three case credits.

5.5.6 A RALJ appeal to which the Public Defender is assigned shall not count as a case credit if dismissed prior to briefing.

5.6 The request for qualifications process for selection of a Public Defender and Public Defender Counsel shall strive to obtain a Public Defender whose experience and training is sufficient to comport with the caseload assumptions and credits assigned. Attorneys assigned to RALJ appeals shall have a minimum of one year's experience in RALJ appeals or in the event multiple attorneys perform services in the contract, a minimum of one attorney assigned to or supervising RALJ appeals shall have such experience.

5.7 The standards provided herein for caseloads may be adjusted upward depending upon the complexity of a particular case. A Public Defender may request to have the weighting for an unusually complex case not addressed adequately by these standards to be increased

depending upon the complexity and requirements of the case. The maximum caseload for a particular attorney shall be adjusted downward when the mix of case assignments becomes weighted toward an unanticipated number of more serious offenses or case types that demand more investigation, legal research and writing, use of experts, and/or social workers or other expenditure of time and resources.

6. COMPENSATION OF COUNSEL.

The City has a constitutional obligation to provide Public Defender Services that ensure that public defense attorneys and staff are compensated at a rate commensurate with their training and experience. For conflict and other assigned counsel, reasonable compensation shall also be provided. Compensation shall reflect the time and labor required to be spent by the attorney and the degree of professional experience demanded by the assigned caseload. Contracted and assigned counsel shall be compensated for reasonable out of pocket expenses.

6.1 The Public Defender may move the court to fix additional compensation in the event that a particular case requires an extraordinary amount of time and preparation, or to approve adjustment of the caseload counting for that case pursuant to Standard Five.

6.2 Attorneys with a conflict of interest shall not be required to compensate the new, substituted attorney under the contract.

7. RESPONSIBILITY FOR EXPERTS WITNESS FEES AND OTHER COSTS ASSOICATED WITH REPRESENTATION.

7.1 The expenses of expert witnesses and investigative costs in appropriate cases shall be borne by the City.

7.2 The Public Defense Contract shall provide reasonable compensation for an expert of the Public Defender's choosing. No appointment shall be from a pre-approved list designated by the City Attorney, the City Prosecutor, or other City officials.

7.3 The services of expert witnesses will be paid directly by the City when approved by the Court through ex parte motion.

7.4 Investigative services shall be employed as appropriate. The investigator shall have appropriate training and experience in the area of criminal defense and investigations relating to criminal matters. Contracts for Public Defense Services may include investigative services as a part of reimbursed overhead included in the contract compensation.

8. LIMITATIONS ON PRIVATE PRACTICE.

Subject to the provisions of Standard Five on Caseload Limits, there is no prohibition on a public defender engaging in private practice, provided, such private practice does not interfere with performance of Public Defense Services and complies with all requirements of the Rules of

Professional Conduct.

9. REPORTS OF ATTORNEY ACTIVITY AND VOUCHERS.

9.1 Public Defense Services shall maintain a case reporting system and information management system. The Public Defender or firm providing public defense services shall provide monthly reports to the City regarding the caseloads generated under the contract for each attorney and intern providing services under the contract.

9.2 The monthly caseload reports to be provided by the Public Defender shall identify the number of cases assigned, the case count year-to-date, and records of the time expended on each case. The monthly caseload report shall also include information relating to calculation of caseload under public defense contracts with other jurisdictions and private practice caseload to permit the City to monitor and evaluate compliance with these Standards. The City may require supplementation of reports if the information provided does not allow evaluation of the Public Defender's compliance with caseload limits.

9.3 The Public Defender shall keep track of the amount of time spent on each case assigned to it. All client consultations, investigations, witness interviews, legal research, and any other time spent on an appointed client will be tracked. An exception to the time tracking rules above is for the amount of time the attorney spends with each individual client while at a pretrial or confirmation hearing. The amount of time an attorney or attorneys spend assisting clients at those hearings may be calculated as a whole. That time need not be broken down into individual minutes spent per individual case in court. If a motion hearing or trials, hourly time spent will be attributed to the individual client's case.

9.4 Requests for payment shall be made by voucher on a form approved by the City Administrator and supported by the monthly caseload report.

10. DISPOSITION OF CLIENT COMPLAINTS.

10.1 The City Administrator shall identify a procedure for complaints regarding the provision of services by the Public Defender.

10.2 Public Defender Service Providers shall first be afforded an opportunity to resolve any complaint.

10.3 Complaints regarding the provision of services under the contract, or regarding a violation of any of these standards shall be investigated by the City Administrator provided, however, that any complaint regarding trial strategy or any other matter which could breach confidentiality shall be referred to the Washington State Bar Association or the presiding judge of the Marysville Municipal Court. Nothing in this section or in these standards should be interpreted to require the Public Defender or any indigent defendant to breach any duty of confidentiality, including, but not limited to trial strategy.

11. CAUSE FOR TERMINATION OF CONTRACT OR REMOVAL OF ATTORNEY.

11.1 The City may terminate the contract for Public Defense Services either “for cause,” after such notice and opportunity to cure as is warranted in the circumstances, or “for convenience,” on 90 days’ notice of termination.

11.2 Removal by the Court of counsel from representation normally should not occur over the objection of the attorney and the client.

12. SUBSTITUTION OF ATTORNEYS OR ASSIGNMENT OF CONTRACTS, AND CONFLICT COUNSEL.

12.1 The contract for Public Defense Services shall not be assignable without the express written consent of the City.

12.2 In the event of conflict or removal of the Public Defender, Conflict Counsel shall be assigned, either by separate contract with Conflict Counsel or by court appointment. In the event that alternative or Conflict Counsel is required to be assigned, the Public Defender shall bear no part of the costs associated with the appointment of an alternative or Conflict Counsel. The contract should address the procedures for continuing representation of clients upon conclusion of the agreement.

12.3 Conflict Counsel shall adhere to the standards established by this resolution, including but not limited to, an evaluation of the overall case count annually by Conflict Counsel under the procedures set forth in these Standards.

13. NON-DISCRIMINATION.

The Public Defender shall comply with all federal, state and local non-discrimination laws or ordinances. The duty of nondiscrimination relates not only to the provision of services by the Public Defender to the clients, but also with respect to the hiring and employment practices of the Public Defender Contractor.



LAKE STEVENS CITY COUNCIL
STAFF REPORT

Council Agenda Date: December 8, 2015

Subject: Contract Amendment with Feldman and Lee for Public Defender Services

Contact Person/Department: City Administrator Jan Berg **Budget Impact:** \$24,180

RECOMMENDATION(S)/ACTION REQUESTED OF COUNCIL:

Approve contact amendment with Feldman and Less for Public Defender Services.

SUMMARY/BACKGROUND:

In January, 2014 the City of Lake Stevens entered into a three year contract with Feldman and Lee, P.S. for public defender services. Section 3.16 of the contract provides for a re-opener of those portions of the contract impacted by the implementation of the mandatory caseload limits as established by the Washington State Supreme Court, which became effective January 1, 2015. Using the City's case number history the proposed increase to meet the new standards is a monthly retainer of \$9,000 from \$6,985. The proposed contract amendment includes an annual review of the number of cases and the ability to adjust the monthly retainer amount lower or higher based on the annual caseload. This will allow the City to monitor that the amount authorized is sufficient to provide public defense services necessary to meet adopted standards but also reduce the budget if annual caseloads decrease.

BUDGET IMPACT:

The 2015 proposed budget is sufficient to include the proposed increase.

ATTACHMENTS:

- ▶ Exhibit A: Contract Amendment #1

EXHIBIT A

CITY OF LAKE STEVENS AMENDMENT TO CONTRACT FOR PUBLIC DEFENSE SERVICE

THIS AGREEMENT amends that certain Contract for Public Defense Services between The City of Lake Stevens, Washington, hereinafter “the City,” and Feldman & Lee, P.S., hereinafter “Attorney.”

I RECITALS

A. The City selected Attorney to provide public defense services for the period January 1, 2014, through December 31, 2016, inclusive, and entered a Contract for Public Defense Services executed by Attorney on December 12, 2013, and by the City on December 19, 2013, herein after “the Contract.”

B. The Washington State Supreme Court adopted Standard 3.4 by Order No. 25700-A-1004 establishing a mandatory caseload limit of 400 cases per attorney in jurisdictions using unweighted case counting, but delayed its effective date until January 1, 2015, by Order No. 25700-A-1016. The City uses unweighted case counting.

C. Section 3.16 of the Contract provides for a re-opener of those portions of the Contract impacted by implementation of the mandatory caseload limits. The City and Attorney have negotiated and agreed to certain amendments to the Contract as a result of the mandatory caseload limits that are set forth below.

D. Subsequent to the parties entering the Contract, the City has adopted Resolution No.2014-14 adopting New Standards for the Delivery of Public Defense Services as required by RCW 10.101.030, hereinafter “the City Standards.” Incorporation of the New Standards for the Delivery of Public Defense Services will further the goal of meeting the City’s obligation to provide a constitutionally adequate indigent defense program.

E. The parties also desire to provide for an annual adjustment of the flat monthly fee based upon the actual number of cases compared to the anticipated number of cases upon which the fee for 2015 is based. The City and Attorney acknowledge that the estimated number of City cases to which Attorney will be appointed in 2015 is 250 cases, requiring the provision of 62.5% of one full time equivalent public defender.

UPON the foregoing premises and the mutual undertakings set forth below, the parties agree as follows.

II AGREEMENT

1. The City Standards are hereby incorporated into the Contract by this reference as if set forth at length.

2. Section 3.2 of the Contract is replaced in its entirety with the following:

3.2. Compensation. Subject to all the provisions of this section, the City shall pay to the Attorney a flat fee of Nine Thousand Dollars (\$9,000.00) per month for the Services, as set forth in Section 3.1 of the Contract.

3.2.1 Except as expressly provided in Section 3.2.2, the cost of all infrastructure, wages and benefits, administrative and support expenses, equipment and systems, the investigator, and overhead costs necessary to comply with the City Standards is included in the payment provided in the flat monthly fee.

3.2.2 The City shall pay for the following case expenses in addition to the flat monthly fee when reasonably incurred and approved by the Municipal Court on ex-parte motion:

3.2.2.1 Medical and psychiatric evaluations;

3.2.2.2 Expert witness fees and expenses;

3.2.2.3 Interpreters fees;

3.2.2.4 Polygraph, forensic and other scientific tests;

3.2.2.5 Lay witness fees and mileage incurred in bringing defense witnesses to court, including the cost of service of a subpoena, but not including salary or expenses of law enforcement officers required to accompany incarcerated witnesses;

3.2.2.6 The cost of obtaining medical, school, birth, DMV, and other similar records, and 911 and emergency communication recordings and logs; and

3.2.2.7 Any other costs or expenses the Municipal Court finds necessary and proper for the investigation, preparation, and presentation of a case.

3.2.3. For post-conviction relief cases, the City shall pay the cost to obtain copies of the court file, the transcript and original charging documents.

3.2.4 In January 2016, and in January of each additional extension of the Contract, if any, the City and the Attorney shall review the number of City cases to which Attorney was appointed during the prior year, if the actual number of cases is more than 10% greater or lesser than the anticipated 250 cases, the flat monthly fee shall be adjusted on a pro rata basis, i.e., by dividing the actual number of cases by 400, and increasing or decreasing the flat monthly fee by the percentage of increase or decrease represented by the actual number of cases assigned compared to 250.

3.2.5 Attorney shall submit an invoice to the City monthly accompanied by the reports required by the City Standards.

3. All other provisions of the Contract not specifically amended herein shall remain in full force and effect.

CITY OF LAKE STEVENS

FELDMAN & LEE, P.S.

Vern Little, Mayor

Dated:_____

James A. Feldman, President

Dated:_____

Attest:

Barb Stevens, City Clerk

Approved as to form:

Grant K. Weed, City Attorney



LAKE STEVENS CITY COUNCIL
STAFF REPORT

Council Agenda 10 December 14
Date: _____

Subject: Emergency Resolution for Roof Repair Services at the Senior Center

Contact	Mick Monken	Budget	\$21,738.57
Person/Department:	<u>Public Works</u>	Impact:	_____

RECOMMENDATION(S)/ACTION REQUESTED OF COUNCIL: Adopt Emergency Resolution 2014-10 and Authorize the Mayor to execute a contract for the emergency roof repair of the Senior Center.

SUMMARY/BACKGROUND: A leak was discovered in the roof of the Senior Center recently. Following an inspection, it was discovered that the leak had resulted in extensive damage to the roofing underlayment resulting in depressed sections in the roof. This action is considered to be an emergency for public safety and for the protection of future damage to the structure and property within the facility. To perform the roofing repair work will require the removal two existing HVAC units, roofing material, and underlayment sheets of plywood. Following this, the underlayment will be replaced, roofing installed, and the two HVAC units reinstalled and sealed. A contract has been prepared to perform this work in the amount of \$11,738.57.

It is unknown if there is further damage below the underlayment (rafters) but an inspection of the rafters will be performed to ensure the integrity of these structural supports is sound. In the event that additional repairs are needed an additional estimated contingency of \$10,000 is included in the total budget impact amount. By the Council's approval of this contingency, staff will have the approval to authorize an expenditure of up to an additional \$10,000 to this contract.

APPLICABLE CITY POLICIES: NA

BUDGET IMPACT: Funding will come from the General Fund

ATTACHMENTS:

- ▶ Exhibit A: Resolution
- ▶ Exhibit B: Limited Pubic Works Contract

EXHIBIT A

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

RESOLUTION NO. 2014-10

A RESOLUTION OF THE CITY OF LAKE STEVENS DECLARING AN EMERGENCY TO EXIST AND AUTHORIZING AN EMERGENCY PUBLIC WORKS CONTRACT FOR REPAIR OF THE SENIOR CENTER ROOF.

WHEREAS, the City of Lake Stevens owns the property located at 2302 Soper Hill Road and rents the same to the Lake Stevens Senior Center; and

WHEREAS, the Senior Center roof is in a state of disrepair and there are leaks from the roof into the building; and

WHEREAS, if not immediately repaired, damage from water will adversely affect the structure and contents; and

WHEREAS, the public health, safety and welfare of the City and city residents will be jeopardized if said roof is not immediately repaired,

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF LAKE STEVENS AS FOLLOWS:

1. An emergency exists and property or persons within the City would suffer material injury or damage by delay, and the public health, safety and welfare would suffer material injury or damage by delay, and such emergency is now hereby declared.
2. The existence of such emergency, and the facts constituting the emergency, are set out in the recital paragraphs of this Resolution.
3. The City Council does hereby waive the requirements of RCW 35A.40.210 and RCW 35.23.352 requiring public bidding to contract for replacement of the Senior Center roof and remediation of the emergency.
4. The City Council directs Staff to enter into an emergency work contract to repair the Senior Center roof. The City Administrator or designee is authorized to enter into an appropriate emergency public works contract with a qualified contractor for said emergency work and any work previously contracted to remediate this public emergency is hereby ratified and approved.

PASSED by the City Council and APPROVED by the Mayor this _____ day of
December, 2014.

CITY OF LAKE STEVENS

Vern Little, Mayor

APPROVED AS TO FORM:

Grant K. Weed, City Attorney

ATTEST:

Kathy Pugh, Deputy City Clerk

EXHIBIT B

LIMITED PUBLIC WORKS CONTRACT

THIS LIMITED PUBLIC WORKS CONTRACT (“Contract”) is made and entered into this _____ day of _____, 20____, by and between Theodore F. Brown d/b/a Park Place Construction (“Contractor”)(Washington Contractor’s Registration # PARKPC*099BS) and the City of Lake Stevens, a municipal corporation (“City”).

WHEREAS, a City facility, the Lake Stevens Senior Center, has a damaged roof and also requiring a reinstall of heating and air conditioning units; and

WHEREAS, RCW 39.04.155(3) provides for a Limited Public Works procedures for awarding contracts less than \$35,000; and

WHEREAS, the City has solicited written quotations from a minimum of three contractors from the appropriate Small Works Roster, has received and evaluated quotations, and has determined that Contractor is the lowest responsible bidder; and

WHEREAS, the Contractor and the City desire to enter into this Contract for said work in accordance with the terms and conditions of this Contract.

NOW, THEREFORE, in consideration of the terms, conditions and agreements contained herein, the City and Contractor agree as follows:

1. Scope of Work—the Project.

The Contractor shall perform, carry out and complete the Emergency Repair of Senior Center Project (“Project”) in accordance with this Contract and the incorporated Contract Documents specified in Section 2. The Project shall be completed no later than 12/24/2014.

2. Contract Documents.

The following documents are incorporated into the Contract by this reference:

- a. Plans and Contract Drawings.
- b. Scope of Work.
- c. Proposal/Bid Submittal (attached).
- d. 2014 Standard Specifications for Road, Bridge, and Municipal Construction (WSDOT/APWA) (“Standard Specifications”) (referenced but not attached).
- e. 2010 APWA Supplement General Special Provisions (referenced but not attached).
- f. Addenda (**if any**)

In the event of any inconsistencies or conflicts between the language of this Contract and these incorporated documents, the language of the Contract shall prevail over the language of the documents.

3. Commencement of Work.

Work shall not proceed under this Contract until the following conditions have been met by the Contractor:

- a) Contract has been signed and fully executed by the parties.
- b) The Contractor has provided the City with the certificates of insurance required under Section 22.
- c) The Contractor has obtained a City of Lake Stevens Business License.
- d) The Contractor has provided the City with satisfactory documentation that Contractor is licensed and bonded as a contractor in the Washington State.

These conditions shall be satisfied within ten (10) calendar days of the City's Notice of Award of the Contract to the Contractor. Upon satisfaction of these conditions, the City shall issue a Notice to Proceed and Contractor shall commence work within five (5) calendar days of the date of said Notice.

4. Time is of the Essence/Liquidated Damages.

Time is of the essence in the performance of this Contract. The Contractor shall diligently pursue the Project work to physical completion by the date specified in Section 1. If said work is not completed within the time specified, the Contractor agrees to pay the City as liquidated damages the sum set forth in Section 1-08.9 of the Standard Specifications for each and every calendar day said work remains uncompleted after expiration of the specified time.

5. Payment for Project.

a. Total Contract Sum for Project. Excluding approved changes orders, the City shall pay the Contractor for satisfactory completion of the Project under the Contract a total Contract Sum not to exceed **\$11,738.57** in accordance with the bid price in Contractor's Proposal and including all applicable Washington State Sales Tax. The total Contract Sum includes all expenses and costs incurred in planning, designing and constructing the Project, including, but not limited to, applicable sales and use taxes, costs and expenses for overhead, profit, labor, materials, supplies, permits, subcontractors, consultants, and professional services necessary to construct and complete the Project.

b. Payments shall be for Performance of Project Work. Payments for work provided hereunder shall be made following the performance of such work, unless otherwise permitted by law and approved in writing by the City. No payment shall be made for any work rendered by the Contractor except as identified and set forth in this Contract.

c. Right to Withhold Payments if Work is Unsatisfactory. If during the course of the Contract, the work rendered does not meet the requirements set forth in the Contract, the Contractor shall correct or modify the required work to comply with the requirements of the Contract. The City shall have the right to withhold payment for such work until it meets the requirements of the Contract.

d. Payments. Progress payments shall be based on the timely submittal by the Contractor of the City's standard payment request form. The form shall be appropriately completed and signed by the Contractor. Applications for payment not signed and/or completed shall be considered incomplete and ineligible for payment consideration. The City shall initiate authorization for payment after receipt of a satisfactorily completed payment request form and shall make payment to the Contractor within approximately thirty (30) calendar days thereafter.

e. Payments for Alterations and/or Additions. Requests for change orders and/or payments for any alterations in or additions to the work provided under this Contract shall be in accordance with the change order process set forth in Section 1-04.4 of the Standard Specifications.

f. Final Payment. As a Limited Public Works project under \$35,000, the City shall not require a payment and performance bond nor withhold statutory retainage under RCW Chapter 60.28. However, the parties agree that the City will withhold and retain fifty percent of the contract amount for a period of thirty days after date of final acceptance, shall not make the Final Payment to the Contractor under this Contract until the Public Works Director has issued a Final Acceptance of the Project and the following has occurred:

- i. Affidavits of Wages Paid for the Contractor and all Subcontractors are on file with the City.
- ii. An Affidavit by the Contractor is on file with the City that sums due from the Contractor and all Subcontractors to the Washington State Department of Revenue, Employment Security Department, and Department of Labor and Industries for all taxes and penalties due or to become due with respect this Contract have been paid.
- iii. Releases from all of Contractor's subcontractors and/or suppliers have been provided to the City, or the period for filing claims by said subcontractors and/or suppliers has expired without claims being filed.
- iv. The Contractor shall provide the City with proof that insurance required under Section 22 remains in effect.

g. Final Acceptance. Final Acceptance of the Project is determined when the Project is accepted by the Public Works Director as being one hundred percent (100%) complete.

h. Payment in the Event of Termination. In the event this Contract is terminated by either party, the Contractor shall not be entitled to receive any further amounts due under this Contract until the work specified in the Scope of Work is satisfactorily completed, as scheduled, up to the date of termination. At such time, if the unpaid balance of the amount to be paid under the Contract exceeds the expense incurred by the City in finishing the work, and all damages sustained by the City or which may be sustained by the City or which may be sustained by the reason of such refusal, neglect, failure or discontinuance of Contractor performing the work, such excess shall be paid by the City to the Contractor. If the City's expense and damages exceed the unpaid balance, Contractor and his surety shall be jointly and severally liable therefore to the City and shall pay such difference to the City. Such expense and damages shall include all reasonable legal expenses and costs incurred by the City to protect the rights and interests of the City under the Contract.

i. Maintenance and Inspection of Financial Records. The Contractor and its subcontractors shall maintain reasonable books, accounts, records, documents and other evidence pertaining to the costs and expenses allowable, and the consideration paid under this Contract, in accordance with reasonable and customary accepted accounting practices. All such books of account and records required to be maintained by this Contract shall be subject to inspection and audit by representatives of City and/or of the Washington State Auditor at all reasonable times, and the Contractor shall afford the proper facilities for such inspection and audit to the extent such books and records are under control of the City, and all Project Contracts shall similarly provide for such inspection and audit rights. Such books of account and records may be copied by representatives of City and/or of the Washington State Auditor where necessary to conduct or document an audit. The Contractor shall preserve and make available all such books of account and records in its control for a period of three (3) years after final payment under this Contract, and Bunker Repair Project

subcontracts shall impose similar duties on the subcontractors.

6. Term of Contract.

The term of this Contract shall commence upon full execution of this Contract by the City and Contractor and shall terminate upon final payment by the City to the Contractor, unless sooner terminated by either party under Section 7 or applicable provision of the Contract.

7. Termination of Contract.

a. Except as otherwise provided under this Contract, either party may terminate this Contract upon ten (10) working days' written notice to the other party in the event that said other party is in default and fails to cure such default within that ten-day period, or such longer period as provided by the non-defaulting party. The notice of termination shall state the reasons therefore and the effective date of the termination.

b. The City may also terminate this Contract in accordance with the provisions of Section 1-08.10 of the Standard Specifications.

8. Status of Contractor.

The Contractor is a licensed, bonded and insured contractor as required and in accordance with the laws of the State of Washington. Contractor is acting as an independent contractor in the performance of each and every part of this Contract. No officer, employee, volunteer, and/or agent of either party shall act on behalf of or represent him or herself as an agent or representative of the City. Contractor and its officers, employees, volunteers, agents, contractors and/or subcontractors shall make no claim of City employment nor shall claim against the City any related employment benefits, social security, and/or retirement benefits. Nothing contained herein shall be interpreted as creating a relationship of servant, employee, partnership or agency between Contractor and the City.

9. Permits.

Required permits shall be obtained as follows:

City shall obtain.

Contractor shall obtain and all costs are included in the Total contract Sum for the Project.

10. Business License Required.

The Contractor shall obtain a City of Lake Stevens Business License prior to commencement of work under this Contract.

11. Work Ethic.

The Contractor shall perform all work and services under and pursuant to this Contract in a timely, professional and workmanlike manner.

12. City Ownership of Work Products.

All work products (reports, maps, designs, specifications, etc.) prepared by or at the request of

Contractor regarding the planning, design and construction of the Project shall be the property of the City. Contractor shall provide the City with paper and electronic copies of all work products in possession or control of Contractor at the request of final payment from Contractor or upon written request from the City.

13. Job Safety.

a. General Job Safety. Contractor shall take all necessary precautions for the safety of employees on the work site and shall comply with all applicable provisions of federal, state and local regulations, ordinances and codes. Contractor shall erect and properly maintain, at all times, as required by the conditions and progress of the work, all necessary safeguards for the protection of workers and the public and shall post danger signs warning against known and unusual hazards.

b. Trench Safety Systems. The Contractor shall ensure that all trenches are provided with adequate safety systems as required by RCW Chapter 49.17 and WAC 296-155-650 and -655. The Contractor is responsible for providing the competent person and registered professional engineer required by WAC 296-155-650 and -655.

14. Prevailing Wages.

Contractor shall pay its employees, and shall require its subcontractors to pay their employees, prevailing wages as required by and in compliance with applicable state and/or federal law and/or regulations, including but not limited to RCW Chapter 39.12 and RCW Chapter 49.28. Prior to final payment under this Contract, Contractor shall certify in writing that prevailing wages have been paid for all work on the Project as required and in accordance with applicable law and/or regulations.

15. Taxes and Assessments.

The Contractor shall be solely responsible for compensating its employees, agents, and/or subcontractors and for paying all related taxes, deductions, and assessments, including, but not limited to, applicable use and sales taxes, federal income tax, FICA, social security tax, assessments for unemployment and industrial injury, and other deductions from income which may be required by law or assessed against either party as a result of this Contract.

16. Nondiscrimination Provision.

During the performance of this Contract, the Contractor shall comply with all applicable equal opportunity laws and/or regulations and shall not discriminate on the basis of race, age, color, sex, sexual orientation, religion, national origin, creed, veteran status, marital status, political affiliation, or the presence of any sensory, mental or physical handicap. This provision shall include but not be limited to the following: employment, upgrading, demotion, transfer, recruitment, advertising, layoff or termination, rates of pay or other forms of compensation, selection for training, and the provision of work and services under this Contract. The Contractor further agrees to maintain notices, posted in conspicuous places, setting forth the provisions of this nondiscrimination clause. The Contractor understands that violation of this provision shall be cause for immediate termination of this Contract and the Contractor may be barred from performing any services or work for the City in the future unless the Contractor demonstrate to the satisfaction of the City that discriminatory practices have been eliminated and that recurrence of such discriminatory practices is unlikely.

17. The Americans with Disabilities Act.

The Contractor shall comply, and shall require its subcontractors to comply, with the Americans

with Disabilities Act of 1990, 42 U.S.C. § 12101 *et seq.* (ADA), and its implementing regulations, and Washington State's anti-discrimination law as contained in RCW Chapter 49.60 and its implementing regulations, with regard to the work and services provided pursuant to this Contract. The ADA provides comprehensive civil rights to individuals with disabilities in the area of employment, public accommodations, public transportation, state and local government services, and telecommunications.

18. Compliance With Law.

The Contractor shall perform all work and services under and pursuant to this Contract in full compliance with any and all applicable laws, rules, and regulations adopted or promulgated by any governmental agency or regulatory body, whether federal, state, local, or otherwise.

19. Guarantee of Work.

a. The Contractor guarantees and warrants all of its work, materials, and equipment provided and utilized for this Project to be free from defects for a period of one (1) year from the date of final acceptance of the Project work. The Contractor shall remedy any defects in its Project work, and the materials, and equipment utilized in the Project and pay for any damages resulting therefrom which shall appear within a period of one (1) year from the date of final acceptance of the Project work unless a longer period is specified. The City will give notice of observed defects with reasonable promptness.

b. The guarantee/warranty period shall be suspended from the time a significant defect is first documented by the City until the work or equipment is repaired or replaced by the Contractor and accepted by the City. In the event that fewer than ninety (90) calendar days remain in the guarantee period after acceptance of such repair or replacement (after deducting the period of suspension above), the guarantee period shall be extended to allow for at least ninety (90) calendar days guarantee of the work from the date of acceptance of such repair or equipment.

c. The Contractor shall also provide the City with manufacturer's warranties for all components, materials and equipment installed as part of the Project.

20. Contractor's Risk of Loss.

It is understood that the whole of the work under this Contract is to be done at the Contractor's risk, and that he has familiarized himself with all existing conditions and other contingencies likely to affect the work, and has made his bid accordingly, and that he shall assume the responsibility and risk of all loss or damage to materials or work which may arise from any cause whatsoever prior to completion.

21. Indemnification and Hold Harmless.

a. The Contractor shall indemnify, defend and hold the City, its elected officials, agents, officers and/or employees harmless from and against any and all claims, demands, liabilities, losses, costs, damages or expenses of any nature whatsoever (including all costs and attorneys' fees) to or by third parties arising from, resulting from or connected with the work and services performed or to be performed under this Contract by the Contractor and/or its directors, officers, agents, employees, consultants, and/or subcontractors to the fullest extent permitted by law and subject to the limitations provided below.

b. The Contractor's duty to indemnify the City shall not apply to liability for damages arising out of bodily injury to persons or damage to property caused by or resulting from the sole negligence of the City or its elected officials, agents, officers and/or employees.

c. The Contractor's duty to indemnify the City for liability for damages arising out of bodily injury to persons or damage to property caused by or resulting from the concurrent negligence of (a) the City and/or its elected officials, agents, officers and/or employees, and (b) the Contractor and/or its directors, officers, agents, employees, consultants, and/or subcontractors, shall apply only to the extent of negligence of Contractor and/or its directors, officers, agents, employees, consultants, and/or subcontractors.

d. The Contractor specifically and expressly waives any immunity that may be granted it under the Washington State Industrial Insurance Act, Title 51 RCW, as provided in RCW 4.24.115. The indemnification obligation under this Contract shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable to or for any third party under workers compensation acts, disability benefits acts, or other employee benefits acts; provided the Contractor's waiver of immunity by the provisions of this paragraph extends only to claims against the Contractor by the City and does not include, or extend to, any claims by the Contractor's employees directly against Contractor. The obligations of Contractor under this subsection have been mutually negotiated by the parties hereto, and Contractor acknowledges that the City would not enter into this Contract without the waiver thereof by Contractor.

e. Nothing contained in this section or Contract shall be construed to create a liability or a right of indemnification by any third party.

f. The provisions of this section shall survive the expiration or termination of this Contract with respect to any event occurring prior to such expiration or termination.

22. Insurance.

The Contractor shall procure, and maintain for the duration of the Contract, insurance against claims for injuries to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the Contractor, its agents, representatives, employees or subcontractors. Failure by the Contractor to maintain the insurance as required shall constitute a material breach of contract upon which the City may, after giving five (5) working days notice to the Contractor to correct the breach, immediately terminate the Contract or at its discretion, procure or renew such insurance and pay any and all premiums in connection therewith, with any sums so expended to be repaid to the City on demand, or at the sole discretion of the City, off set against funds due the Contractor from the City.

a. Minimum Scope of Insurance.

The Contractor shall obtain insurance of the types described below:

- i. Automobile Liability insurance covering all owned, non-owned, hired and leased vehicles. Coverage shall be written on Insurance Services Office (ISO) form CA Automobile 00 01 or a substitute form providing equivalent liability coverage. If necessary, the policy shall be endorsed to provide contractual liability coverage.
- ii. Commercial General Liability insurance shall be written on ISO occurrence form CG 00 01 and shall cover liability arising from premises, operations, stop gap liability, independent contractors, products-completed operations, personal injury and advertising injury, and liability assumed under an insured contract. The Commercial General Liability insurance shall be endorsed to provide the Aggregate Per Project Endorsement ISO form CG 25 03 11 85. There shall be no endorsement or modification of the Commercial General Liability insurance for liability arising from explosion, collapse or underground

property damage. The City shall be named as an insured under the Contractor's Commercial General Liability insurance policy with respect to the work performed for the City using ISO Additional Insured endorsement CG 20 10 10 01 and Additional Insured-Completed Operations endorsement CG 20 37 10 01 or substitute endorsements providing equivalent coverage.

- iii. Workers' Compensation coverage as required by the Industrial Insurance laws of the State of Washington.
 - iv. Required. Builders Risk insurance covering interests of the City, the Contractor, Subcontractors, and Sub-contractors in the work. Builders Risk insurance shall be on a all-risk policy form and shall insure against the perils of fire and extended coverage and physical loss or damage including flood and earthquake, theft, vandalism, malicious mischief, collapse, temporary buildings and debris removal. This Builders Risk insurance covering the work will have a deductible of \$5,000 for each occurrence, which will be the responsibility of the Contractor. Higher deductibles for floor and earthquake perils may be accepted by the City upon written request by the Contractor and written acceptance by the City. Any increased deductibles accepted by the City will remain the responsibility of the Contractor. The Builders Risk insurance shall be maintained until final acceptance of the work by the City.
- b. Minimum Amounts of Insurance.

The Contractor shall maintain the following insurance limits:

- i. Automobile Liability insurance with a minimum combined single limit for bodily injury and property damage of \$1,000,000 per accident.
 - ii. Commercial General Liability insurance shall be written with limits no less than \$1,000,000 each occurrence, \$2,000,000 general aggregate and a \$2,000,000 products-completed operations aggregate limit.
 - iii. Required. Builders Risk insurance shall be written in the amount of the completed value of the project with no coinsurance provisions.
- c. Other Insurance Provisions.

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

- i. The Contractor's insurance coverage shall be primary insurance with respect to the City. Any insurance, self-insurance, or insurance pool coverage maintained by the City shall be in excess of the Contractor's insurance and shall not contribute with it.
- d. Acceptability of Insurers.

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

- e. Verification of Coverage.

The Contractor shall furnish the City with original certificates and a copy of the amendatory endorsements, including but not necessarily limited to the additional insured endorsement, evidencing the Automobile Liability and Commercial General Liability insurance of the Contractor before commencement of the work. Throughout the term of this Contract, the Contractor shall provide the City with proof of insurance upon request by the City.

Required. Before any exposure to loss may occur, the Contractor shall file with the City a copy of the Builders Risk insurance policy that includes all applicable conditions, exclusions, definitions, terms and endorsements related to this Project.

f. Contractor's Insurance for Other Losses.

The Contractor shall assume full responsibility for all loss or damage from any cause whatsoever to any tools, Contractor's employee owned tools, machinery, equipment, or motor vehicles owned or rented by the Contractor, or the Contractor's agents, suppliers or subcontractors as well as to any temporary structures, scaffolding and protective fences.

g. Subcontractors.

The Contractor shall include all subcontractors as insured under its policies or shall furnish separate certifications and endorsements for each subcontractor. All coverage for subcontractors shall be subject to all of the same insurance requirements as stated herein for the Contractor.

h. Waiver of Subrogation.

The Contractor and the City waive all rights against each other, any of their subcontractors, lower tier subcontractors, agents and employees, each of the other, for damages caused by fire or other perils to the extent covered by Builders Risk insurance or other property insurance obtained pursuant to the Insurance Requirements Section of this Contract or other property insurance applicable to the work. The policies shall provide such waivers by endorsement or otherwise.

i. Notice of Cancellation of Insurance.

In the event that the Contractor receives notice (written, electronic or otherwise) that any of the above required insurance coverage is being cancelled and/or terminated, the Contractor shall immediately (within forty-eight (48) hours) provide written notification of such cancellation/termination to the City.

23. Assignment and Subcontractors.

a. The Contractor shall not assign this Contract or any interest herein, nor any money due to or to become due hereunder, without first obtaining the written consent of the City.

b. The Contractor shall not subcontract any part of the services to be performed hereunder without first obtaining the consent of the City and complying with the provisions of this section.

c. In the event the Contractor does assign this Contract or employ any subcontractor, the Contractor agrees to bind in writing every assignee and subcontractor to the applicable terms and conditions of the Contract documents.

d. The Contractor shall, before commencing any work, notify the City in writing of the names of any proposed subcontractors. The Contractor shall not employ any subcontractor or other person or organization (including those who are to furnish the principal items or materials or equipment), whether

initially or as a substitute, against whom the City may have reasonable objection. Each subcontractor or other person or organization shall be identified in writing to the City by the Contractor prior to the date this Contract is signed by the Contractor. Acceptance of any subcontractor or assignee by the City shall not constitute a waiver of any right of the City to reject defective work or work not in conformance with the contract documents. If the City, at any time, has reasonable objection to a subcontractor or assignee, the Contractor shall submit an acceptable substitute.

e. The Contractor shall be fully responsible for all acts and omissions of its assignees, subcontractors and of persons and organizations directly or indirectly employed by it and of persons and organizations for whose acts any of them may be liable to the same extent that it is responsible for the acts and omissions of persons directly employed by it.

f. The Contract does not and shall not create or be construed to create any relationship, contractual or otherwise, between the City and any subcontractor or assignee. Nothing in the Contract shall create any obligation on the part of the City to pay or to assure payment of any monies due any subcontractor or assignee.

24. Severability.

a. If a court of competent jurisdiction holds any part, term or provision of this Contract to be illegal or invalid, in whole or in part, the validity of the remaining provisions shall not be affected, and the parties' rights and obligations shall be construed and enforced as if the Contract did not contain the particular provision held to be invalid.

b. If any provision of this Contract is in direct conflict with any statutory provision of the State of Washington, that provision which may conflict shall be deemed inoperative and null and void insofar as it may conflict, and shall be deemed modified to conform to such statutory provision.

25. Integration and Supersession.

This Contract sets forth all of the terms, conditions, and Contracts of the parties relative to the Project, and supersedes any and all such former Contracts which are hereby declared terminated and of no further force and effect upon the execution and delivery hereof. There are no terms, conditions, or Contracts with respect thereto except as provided herein, and no amendment or modification of this Contract shall be effective unless reduced to writing and executed by the parties. In the event of any conflicts or inconsistencies between this Contract and the Declaration, the terms of this Contract shall control in all cases.

26. Non-Waiver.

A waiver by either party hereto of a breach of the other party hereto of any covenant or condition of this Contract shall not impair the right of the party not in default to avail itself of any subsequent breach thereof. Leniency, delay or failure of either party to insist upon strict performance of any Contract, covenant or condition of this Contract, or to exercise any right herein given in any one or more instances, shall not be construed as a waiver or relinquishment of any such Contract, covenant, condition or right.

27. Survival.

Any provision of this Contract which imposes an obligation after termination or expiration of this Contract shall survive the term or expiration of this Contract and shall be binding on the parties to this Contract.

28. Contract Representatives and Notices.

This Contract shall be administered for the City by the City's Contract Representative, Barb Stevens, and shall be administered for the Contractor by the Contractor's Contract Representative Theodore F Brown. Unless stated otherwise herein, all notices and demands shall be in writing and sent or hand-delivered to the parties at their addresses as follows:

To the City: City of Lake Stevens
 City Clerk
 1812 Main Street, P.O. Box 257
 Lake Stevens, WA 98258-0257
 425-334-1012

To Contractor: Theodore F. Brown, Owner
 10125 West River Side Drive
 Bothell, WA 98011
 206-841-7296

or to such addresses as the parties may hereafter designate in writing. Notices and/or demands shall be sent by registered or certified mail, postage prepaid, or hand-delivered. Such notices shall be deemed effective when mailed or hand-delivered at the addresses specified above.

29. Third Parties.

The City and Contractor are the only parties to this Contract and are the only parties entitled to enforce its terms. Nothing in this Contract gives, is intended to give, or shall be construed to give or provide, any right or benefit, whether directly or indirectly or otherwise, to third persons.

30. Governing Law.

This Contract shall be governed by and construed in accordance with the laws of the State of Washington.

31. Venue.

The venue for any action to enforce or interpret this Contract shall lie in the Superior Court of Washington for Snohomish County, Washington.

32. Attorney Fees.

Should either the City or the Contractor commence any legal action relating to the provisions of this Contract or the enforcement thereof, the prevailing party shall be awarded judgment for all costs of litigation including, but not limited to, costs, expert witnesses, and reasonable attorney fees.

33. Authority.

The person executing this Agreement on behalf of Contractor represents and warrants that he or she has been fully authorized by Contractor to execute this Agreement on its behalf and to legally bind Contractor to all the terms, performances and provisions of this Agreement. The person executing this Contractor on behalf of the City represents and warrants that he or she has been fully authorized by the City

to execute this Contractor on its behalf and to legally bind the City to all the terms, performances and provisions of this Contractor.

34. Counterparts.

This Contract may be executed in one or more counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same Contract.

IN WITNESS WHEREOF, the parties hereto have caused this Contract to be executed the day and year first hereinabove written.

CITY OF LAKE STEVENS

CONTRACTOR

By: _____
Vern Little, Mayor

By: _____

Print Name: _____

Title: _____

Approved as to form:

Grant Weed, City Attorney

Acknowledgement of Waiver of Contractor's Industrial Insurance Immunity:

City Signature

Contractor Signature

**City of Lake Stevens Senior Center
Emergency Roof Repair
December 2014**

Scope of Work

Intent: Perform emergency roof repairs to the main Senior Center building in a good and workmanlike fashion and manner to address a water leak, sagging roof sections, possible plywood roof sheeting damage, and roofing seal to the flat roof at the Senior Center.

Scope of Work: The work shall include:

- Removal and reinstallation of the two existing roof mounted heating and air conditioning units
- Removal and replacement of damaged plywood roof sheeting up to 16 sheets
- Replacing EPDM roofing in damaged area where roof sheeting replacement is performed
- Weather sealing the reinstalled roof mounted heating and air condition units and any associated roof penetrations
- Perform inspection and assessment of rafters condition in area of damage

General Statement:

- Work shall be performed in accordance with 2012 IBC
- Waste debris shall be properly disposed of off site

Location: 2302 Soper Hill Road, Lake Steven, Washington 98258



LAKE STEVENS CITY COUNCIL
STAFF REPORT

Council Agenda Date: 8 December 14

Subject: Pedestrian Connection Plan – Status Report

Contact Person/Department: Mick Monken **Budget Impact:** NA
Public Works

RECOMMENDATION(S)/ACTION REQUESTED OF COUNCIL: Discussion Item – Staff will present brief status on plan, review policies, and highlight active projects.

SUMMARY/BACKGROUND: In 2011 the City Council adopted a Pedestrian Connection Plan (Plan). The Plan’s purpose is to develop a strategy to facilitate the public implementation of safe connection walking routes within the community. The intent of the Plan is to fill in the gaps in the existing pedestrian network.

At the time of the Plan’s adoption four questions were asked of the Council:

1. Does the Plan meet the Council’s vision of what this plan should accomplish?
2. Are the policies in the Plan acceptable?
3. Is the priority route network acceptable?
4. Do the evaluation criteria and applied scores make sense?

Staff is seeking input from the Council if these questions are still applicable and what, if any, changes would the Council like included in this plan.

APPLICABLE CITY POLICIES: NA

BUDGET IMPACT: None

ATTACHMENTS:

- ▶ Exhibit A: Revised – Pedestrian Connectivity Plan



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Sidewalk Connection Plan

2015 Revision



Prepared by
City of Lake Stevens
November 2014

Acknowledgements

Mayor

Vern Little

Council

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Todd Welch

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Mathew Goad, Engineering Technician

Adam Emerson, E.I.T., Civil Engineer

Cory Morton, Former Engineering Intern

Sidewalk Master Plan

Introduction

The City of Lake Stevens’ Sidewalk Connection Plan (Plan) intends to provide a strategy to facilitate the implementation of safe, connected pedestrian routes within the community to enhance livability and comfort for residents and visitors to the City. The intent of the Plan is to fill the gaps in the existing pedestrian network.

Adoption of this Plan will establish long term pedestrian facility planning and scheduling of the pedestrian construction improvements. The prioritized project list defined in this Plan will be used to update the City’s capital improvement plan and as supplemental information in other planning and construction efforts.



Figure 1 - Safe pedestrian facilities encourages people to walk the community

Background

The City of Lake Stevens has approximately 188 miles of roadway frontages. It is estimated that 63% of all paved roadway frontage has some type of walking surface. In this Plan, a walking surface is defined as a concrete sidewalk or paved shoulder with a minimum width of 4-feet. Most streets with concrete sidewalks along both sides of the street are in residential neighborhoods estimated to have been developed from the late 1970’s to present. The breakdown of pedestrian facilities within the City is shown in Table 1.

Walkway Type	Miles	%
Concrete Sidewalk	94.6	50
Paved Shoulder	15.1	8
Asphalt Paths	5.8	3
Centennial Trail	1.3	0.7
Soft Trail	2.3	1.2
TOTAL	119.1	63

Table 1 - Pedestrian facilities inventoried in July 2011 and modified in November 2015. Percentage based on 188 miles of roadway frontage.

Goals and Objectives

The Lake Stevens Comprehensive Plan includes a transportation policy that states: “Where appropriate, the City will install or cause to be installed, budget permitting, new sidewalks on existing City streets considered by the City to be high priority areas...” (Policy 6.2.4).

Goal

Provide an interconnected and contiguous network of sidewalks, walking paths, and trails along priority routes to move pedestrians about the community safely and efficiently.

Objectives of Sidewalk Connection Plan

- Prepare a set of policies and standards that facilitate the completion of the sidewalk and trail systems along the identified priority routes.
- Inventory the existing public pedestrian facilities.
- Identify pedestrian trip generating sites such as commercial areas, schools and public facilities.
- Identify transit routes.
- Establish priority routes.
- Identify connection needs (links).
- Determine construction methods for each identified link.
- Develop planning level cost estimates for each link.
- Establish evaluation criteria.
- Evaluate links.
- Integrate this Plan into the City GIS system and Comprehensive Plan.
- Provide implementation strategy.

Policy:

- CP.1 - High priority areas for sidewalks and walking paths will be along the priority routes as established and adopted in this Plan.
- CP.2 - Priority routes will be along existing streets, typically arterial and collector roads that provide connectivity to schools, public facilities (parks, public buildings, regional trails), and goods and service centers.
- CP.3 - Contiguous sidewalk or other pedestrian features may be acceptable along only one side of the roadway.
- CP.4 - Existing paved shoulders on arterial roads should be 5-foot minimum width and on all other roads, a 4-foot minimum width will be acceptable as a pedestrian facility.
- CP.5 - Priority of rating potential projects shall be determined based on the adopted evaluation criteria matrix included in this Plan.
- CP.6 - For existing established neighborhoods that typically include local access roads, new sidewalk placement will be considered a low priority.
- CP.7 - Any identified project in this Plan may be implemented early due to a funding opportunity, construction opportunity, or other unique circumstance.

Inventory

An inventory of pedestrian facilities was performed for the entire City using aerial maps, GIS data, and site visits to identify the location and type of pedestrian facilities within the City's corporate limits as well as deficiencies and gaps in the network. The inventory identified concrete sidewalks, asphalt walkways (which includes paved shoulders), and curb (ADA) ramps. The inventory information was integrated into the City's GIS system. This included showing the location of each facility on the physical side of the street.

This inventory did not consider whether existing facilities comply with current ADA standards. The City will address ADA compliance in a future study. Paved shoulder widths were determined using an aerial map. Paved shoulder areas with an average width less than 4 feet were not included in the inventory and not shown on the GIS map.



Figure 2 - Pedestrian facilities need to address the needs of every type of pedestrian mode of travel

Appendix A provided shows the inventory data.

Pedestrian Trip Generating Sites

Existing developed sites that include schools, commercial areas, and public facilities (parks, library, senior center, public trails, etc.) were shown on the GIS map.

Appendix B shows the trip generating sites.

Transit Routes

Transit routes were provided by Community Transit. Bus stops are considered pedestrian trip generating sites although the locations were not shown on the maps.

Appendix B provided shows the transit routes.

Priority Routes Network

Priority routes were chosen for their access and importance to the connectivity of the City's overall pedestrian network. Connections along main arterial and collector streets were given higher importance than local streets.

Appendix B provided shows these routes along with the transit routes

Connectivity Needs (links)

Pedestrian needs were identified along the priority routes network. This was performed using the policies included in this plan.

Appendix A shows a map of proposed sidewalks indicating connectivity needs along priority routes. Appendix C provides project files with individual descriptions of each project.

Construction Method

The construction of new links will be designed to fit the character of the area and to match existing pedestrian facilities. Construction methods may include: 1) concrete sidewalk with curb and gutter; 2) asphalt paved walkway detached or attached to the roadway with extruded curbing; and 3) widened shoulder with designated no parking. Gravel, pervious asphalt and pervious concrete are materials that would be considered based on the site conditions and location. Gravel or wood chips may be used for trails.



Concrete Sidewalk



Detached walkway



Wide Shoulder

Attachment IV shows a spreadsheet with the project ratings and cost estimates for projects which include the installation of curb and gutter. For additional cost estimate please contact the Public Works Department.

Cost Estimates

Initial cost estimates used in this plan are considered to be planning level costs. To better understand how the cost estimates will be developed, a detailed worksheet is used that identifies the major items, quantities and costs that should be expected in a pedestrian facility project. An example of this worksheet is provided in Attachment I of this Plan.

The purpose for using a planning level estimate is to provide a preliminary cost to compare similar types of projects. A detailed cost estimate will be developed for projects during the design phase and will include costs for additional right-of-way, sensitive area impact mitigation, extensive property restoration (i.e., rebuilding a retaining wall), or utility conflict resolutions. These types of items will be identified during the design phase after the survey is completed and a preliminary design alignment and layout are developed. This level of project cost estimate is not included in this plan.

For planning level costs, each project was estimated using similar criteria. In this case, curb and gutter was assumed to have been placed with the lip of curb at the existing edge of the traveled way. A 5' concrete sidewalk was placed immediately behind the curb in most cases. This method attempts to utilize right-of-way currently under the City's ownership and reduces disturbed area. Areas where frontage improvements could be used to create continuity to streets were not calculated for these base costs. It should be noted that the cost for widened shoulder improvements should be significantly less than that for sidewalk and that cost could increase drastically where frontage improvements are wanted. For cost estimates using other criteria please speak with Public Works staff.

Costs vary greatly depending upon type of improvement, existing and proposed conditions. As stated previously, only curb and gutter estimates are provided in this report and they range from \$81,000 for shorter projects to \$1,157,000 for longer projects which would likely require a retaining wall and substantial cut or fill. While these are planning level estimates, it is viable to say that installing curb and gutter with a five foot sidewalk at several of these locations may not prove feasible. Quantities were determined by creating a preliminary horizontal design in AutoCAD Civil 3D 2010. These drawings allow for more precise estimates in total project length, concrete sidewalk, curb and gutter and storm sewer. Since no survey has been completed, earthwork quantities are estimated based on the observed terrain. Unit costs were determined through WSDOT's Standard Item Inquiry for the Northwest region and were refined using engineering judgment. Attachment I provides the breakdown of costs for the Lake View Drive project.

2015 Cost Estimates – Curb & Gutter with 5' Sidewalk Improvements				
Project	Road	Start	End	2015 Cost Estimate
CP-101	16th Street NE	130th Drive NE	East City Limit	\$287,000
CP-102	123rd Avenue NE	20th Street NE	North Lakeshore Drive	\$120,000
CP-103	Hartford Drive	20th Street NE	Grade Road	\$81,000
CP-104	Grade Road	Hartford Drive	22nd Street NE	\$135,000
CP-105	Grade Road	30th Street NE	32nd Street NE	\$173,000
CP-106	32nd Street NE	Grade Road	118th Drive NE	\$209,000
CP-107	117th Avenue NE	22nd Street NE	26th Street NE	\$434,000
CP-108	Lake View Drive	112th Street NE	Callow Road	\$1,070,000
CP-109	Cedar Road	20th Street NE	Forest Road	\$423,000
CP-110	Cedar Road	Forest Road	28th Street NE	\$523,000
CP-111	Lake Drive	Lundeen Parkway	28th Street NE	\$597,000
CP-112	Soper Hill Road	Lake Drive	State Route 9	\$1,031,000
CP-113	Vernon Road	North Davies Road	7th Place NE	\$247,000
CP-114	92nd Avenue NE	7th Place NE	4th Street NE	\$296,000
CP-115	State Route 204	State Route 9	Market Place	\$556,000
CP-116	4th Street NE	97th Drive NE	98th Drive NE	\$163,000
CP-117	99th Avenue NE	Lakemont Avenue	3rd Street NE	\$230,000
CP-118	99th Avenue NE	1st Street NE	Chapel Hill Road	\$198,000
CP-119	99th Avenue NE	Market Place	4th Street SE	\$507,000
CP-120	99th Avenue NE	11th Place SE	11th Place SE	\$159,000
CP-121	99th Avenue NE	12th Place SE	20th Street SE	\$814,000
CP-122	8th Street SE	79th Avenue SE	83rd Avenue SE	\$476,000
CP-123	79th Avenue SE	8th Street SE	12th Street SE	\$477,000
CP-125	Vernon Road	12th Place NE	15th Street NE	\$266,000

Evaluation Criteria

Evaluation criteria needs to prioritize and reflect the needs of the community for pedestrian connectivity. The process uses a weighted system based on four criteria.

These criteria are defined as follows:

1. **Connection to pedestrian trip generators:** This includes Schools, Parks, Public Buildings, and Retail centers. From general pedestrian studies, a pedestrian is only willing to walk a quarter-mile as part of a commute. If young children are included, trips greater than a quarter of a mile are unlikely to be acceptable to parents.
2. **Vicinity density:** Points are awarded to pedestrian facilities in densely populated areas where walking is a viable mode of transportation and where the greatest number of people can benefit from the facility. Under this criterion, a quarter-mile radius is used.
3. **Street characteristic:** Street classification indicates relative vehicle volumes and speed. Both of these can create an unsafe and uncomfortable environment for pedestrians. Traffic volumes are considered a factor in a street characteristic regardless of street classification. Average Daily Volume (ADT) for 2010 and projected for 2030 are included in Attachment II and are used to calculate points.
4. **Public benefit corridor:** This multiplier that takes into account the benefits a project that will provide to the entire City, completion of a critical pedestrian link, and the Council's preferences for a project.

Evaluation Scoring

The following matrix has been designed to assist in developing a ranking of projects. The scoring has four criteria. In the first three criteria it is possible for a project to have multiple scoring categories to apply to the project. For example a sidewalk project ½ mile from a school and ¼ mile from downtown would score 25 points in the “Connection to trip generator” criteria (10 points and 15 point respectively). The complete score sheet is included as Attachment III.

Feature	Point Value		Score
	¼ mile Radius	½ mile Radius	
Connection to trip generator			
School	20	10	
Parks & Public Trails	15	5	
Public Building	10	0	
Retail Center	15	10	
Vicinity Density			
School Route	20		
High Density Corridor	20		
Retail Center	15		
Transit	10		
Street Characteristic			
Arterial	15		
Major Collection	10		
Neighborhood Collection	5		
No Shoulder on Roadway	10		
Traffic Volume (ADT) – points per 1,000 ADT	1		
Sum of Criteria Score			
SUB TOTAL			
Public Benefit Corridor			
Provides city wide benefit	0.25		
Completes a critical link in city wide circulation system	0.25		
Preferred project (Council directed)	0.5		
TOTAL MULTIPLIER (1 + sum of percentages) Max 2.0			
TOTAL SCORE (Sub Total * Multiplier)			

Evaluate Connection Needs

Each identified project has had a scoring worksheet prepared that includes a planning level cost estimate. A summary of this information is included in Attachment IV. The summary bases priority of a connection link project on the scoring and does not take the project estimate cost into consideration. Factors not included in the priorities shown are public support of a project, timing opportunities, or economic development. It is possible that a lower scoring project will be raised above in priority to a higher scoring project because one or more of these factors are considered important in evaluating a project need. In this case, a comment is provided justifying this effect.

Integrate Plan into the City GIS

The maps provided in this Plan have been prepared using the City's Geographical information System (GIS). Updates to the sidewalk inventory will be completed continuously as private and public works projects are completed.

Implementation Strategy

Projects identified in this Plan will be included in the City Capital Facility Plan section of the City's Comprehensive Plan. Those projects that come within the period of the current Six Year Transportation Improvement Program (TIP) period will be added to the TIP list. Projects not completed within that time period will be rescheduled as needed during the next Six Year Transportation Improvement Program process. Right of way availability will be considered when scheduling the projects.

Conclusion

Projects within the Sidewalk Connection Plan have been carefully determined in order to provide a more safe and connected pedestrian transportation system within the City. 25 projects were identified by comparing existing inventory of pedestrian facilities to the priority routes. Routes have been chosen to fill in holes within the system or provide greater access to important corridors. Each route was then ranked based upon a metric developed by the City in 2011 which accounts for several factors important to pedestrians. In total, these projects are estimated to cost \$10,700,000 if constructed to City standards for curb and gutter and a five foot sidewalk.

Progress Report

The following lists outline the progress made through January 2015 to Lake Stevens' Sidewalk Connection Plan. Years associated with completed projects are the year in which the project was closed, active projects years include the anticipated year of completion.

Completed Projects

- 20th Street NE to Centennial Trail, 2013

Active Projects

- North Davies Road from Vernon Road to the Lake Stevens Clinic, 2015
- 91st Avenue SE from 4th Street SE to 8th Street SE, 2015
- S. Lake Stevens Road (CP-124) in conjunction with 2015 Pavement Overlay, 2015

ATTACHMENT I

Sample Cost Estimate Work Sheet

LAKE VIEW DRIVE

112th Street NE to Callow Road

Sidewalk to be constructed along North side only.

Total Project Length

2650 LF

Item Description	Item	Qty	Unit	Unit \$	Totals
Mobilization (15%)	0001	1	LS	\$98,721	\$98,721
Right-of-way		1	LS	-	-
Traffic Control	6971	1	LS	\$36,235	\$36,235
Removal (Pavement, Sidewalk, Rock)	0120	450	SY	\$40	\$18,000
Storm Sewer	Various	2,650	LF	\$50	\$132,500
Catch Basins (based on 180' OC)	3090	16	EA	\$2,000	\$32,000
Erosion/Water Pollution Control	6490	1	LS	\$53,355	\$53,355
Excavation/Borrow Including Haul	310/405	1,500	CY	\$40	\$60,000
Cement Conc. Traffic Curb and Gutter	6700	2,040	LF	\$30	\$61,200
Cement Conc. Sidewalk	7055	1,310	SY	\$50	\$65,500
Retaining Walls (key stone)		1,050	LF	\$100	\$105,000
Cement Conc. Driveway Entrance	7059	125	SY	\$150	\$18,750
Cement Conc. Curb Ramp (ADA Accessible)	7058	4	EA	\$3,000	\$12,000
Commercial HMA (9")	5875	0	TONS	\$140	\$0
Crushed Surfacing Base Course (6")	5100	0	TONS	\$40	\$0
Saw Cut Asphalt		2,650	LF	\$3	\$7,950
Restoration		2,650	LF	\$5	\$13,250
Street Lighting		2,650	LF	\$10	\$26,500
Signage		2,650	LF	\$2	\$5,300
Pavement Markings (x-walk, shoulder)		2,650	LF	\$4	\$10,600
Subtotal					\$756,861
ENGINEERING - LSPW Department					\$10,000
SURVEY - Consultant (10%)					\$75,686
CONTINGENCY (30%)					\$227,058

\$1,069,605

Cost/LF

\$404

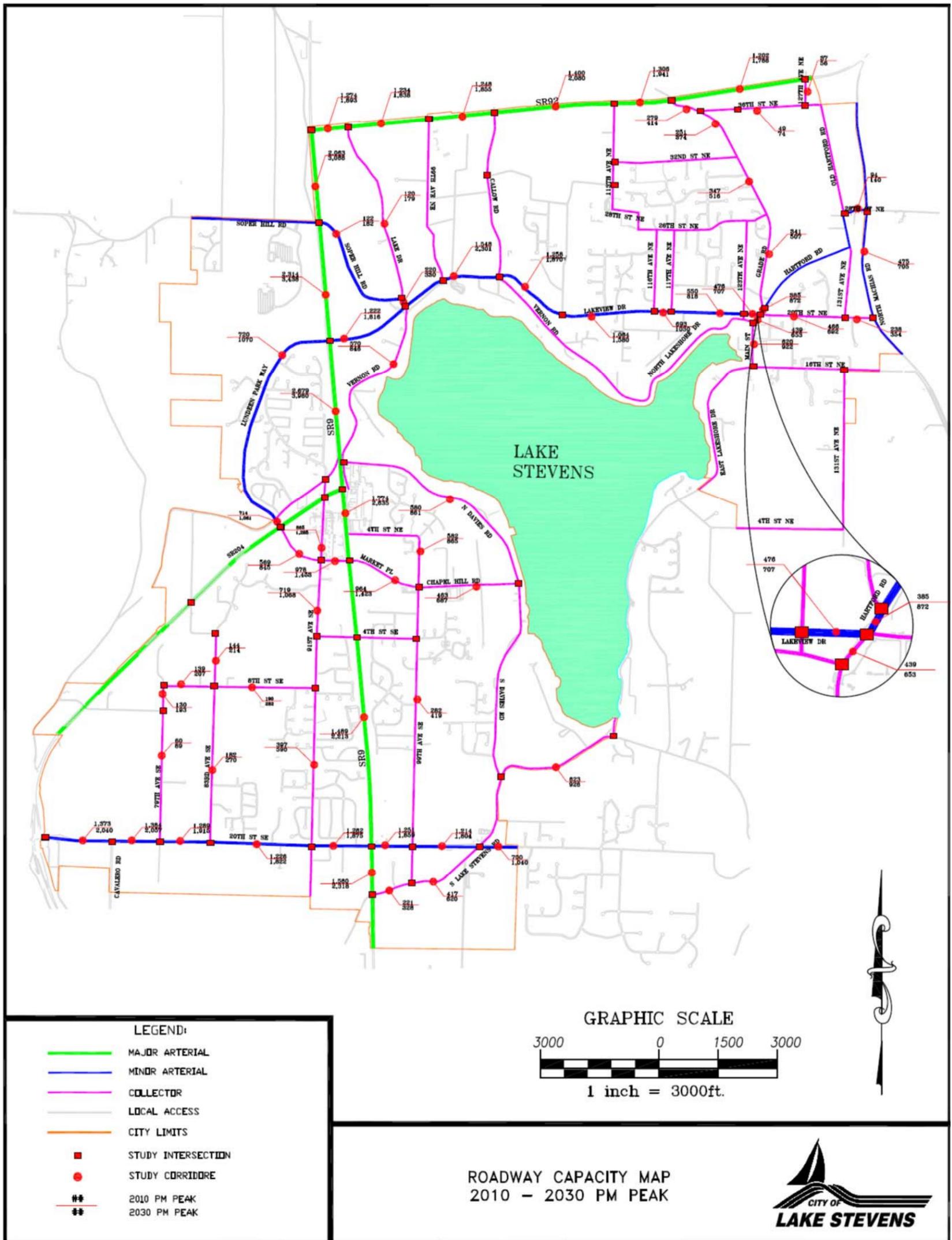
Assumptions

1. No ROW or Easement is accounted for in these estimates.
2. Soil conditions are suitable for sidewalk

City of Lake Stevens Sidewalk Connection Plan – 2015 Revision

ATTACHMENT II

Road Classification and Peak Hour Traffic Volumes



ATTACHMENT III

Project Evaluation Score Sheet

Project Location: _____

Evaluator: _____

Date: _____

Reviewer: _____

Date: _____

Feature	Point Value		Score
	¼ mile Radius	½ mile Radius	
Connection to trip generator			
School	20	10	
Parks & Public Trails	15	5	
Public Building	10	0	
Retail Center	15	10	
Vicinity Density			
School Route	20		
High Density Corridor	20		
Retail Center	15		
Transit	10		
Street Characteristic			
Arterial	15		
Major Collection	10		
Neighborhood Collection	5		
No Shoulder on Roadway	10		
Traffic Volume (ADT) – points per 1,000 ADT	1		
Sum of Criteria Score			
SUB TOTAL			
Public Benefit Corridor			
Provides city wide benefit	0.25		
Completes a critical link in city wide circulation system	0.25		
Preferred project (Council directed)	0.5		
TOTAL MULTIPLIER (1 + sum of percentages) Max 2.0			
TOTAL SCORE (Sub Total * Multiplier)			

Comments: _____

City of Lake Stevens Sidewalk Connection Plan – 2015 Revision

ATTACHMENT IV

Proposed Sidewalk Connection Improvement Projects

Rank	Project	Score	Road	Start	End	2015 Cost Estimate
ACTIVE	ACP-15003	N/A	North Davies Road	Vernon Road	Lake Stevens Clinic	\$414,000
ACTIVE	ACP-15004	N/A	91 st Avenue SE	4 th Street SE	8 th Street SE	\$604,000
1	CP-102	101	123rd Avenue NE	20th Street NE	North Lakeshore Drive	\$120,000
2	CP-108	96	Lake View Drive	112th Street NE	Callow Road	\$1,070,000
3	CP-111	91	Lake Drive	Lundeen Parkway	28th Street NE	\$597,000
4	CP-115	82	State Route 204	State Route 9	Market Place	\$556,000
5	CP-113	81	Vernon Road	North Davies Road	7th Place NE	\$247,000
6	CP-125	80	Vernon Road	12th Place NE	15th Street NE	\$266,000
7	CP-104	78	Grade Road	Hartford Drive	22nd Street NE	\$135,000
8	CP-118	76	99th Avenue NE	1st Street NE	Chapel Hill Road	\$198,000
9	CP-103	74	Hartford Drive	20th Street NE	Grade Road	\$81,000
10	CP-107	71	117th Avenue NE	22nd Street NE	26th Street NE	\$434,000
11	CP-101	71	16th Street NE	130th Drive NE	East City Limit	\$287,000
12	CP-112	71	Soper Hill Road	Lake Drive	State Route 9	\$1,031,000
13	CP-114	61	92nd Avenue NE	7th Place NE	4th Street NE	\$296,000
14	CP-117	51	99th Avenue NE	Lakemont Avenue	3rd Street NE	\$230,000
15	CP-119	51	99th Avenue NE	Market Place	4th Street SE	\$507,000
16	CP-116	51	4th Street NE	97th Drive NE	98th Drive NE	\$163,000
17	CP-110	37	Cedar Road	Forest Road	28th Street NE	\$523,000
18	CP-124	36	South Lake Stevens Road	South Davies Road	Machias Cut Off Road	\$1,157,000
19	CP-120	33	99th Avenue NE	11th Place SE	11th Place SE	\$159,000
20	CP-121	33	99th Avenue NE	12th Place SE	20th Street SE	\$814,000
21	CP-106	32	32nd Street NE	Grade Road	118th Drive NE	\$209,000
22	CP-109	32	Cedar Road	20th Street NE	Forest Road	\$423,000
23	CP-105	23	Grade Road	30th Street NE	32nd Street NE	\$173,000
24	CP-123	21	79th Avenue SE	8th Street SE	12th Street SE	\$477,000
25	CP-122	21	8th Street SE	79th Avenue SE	83rd Avenue SE	\$476,000

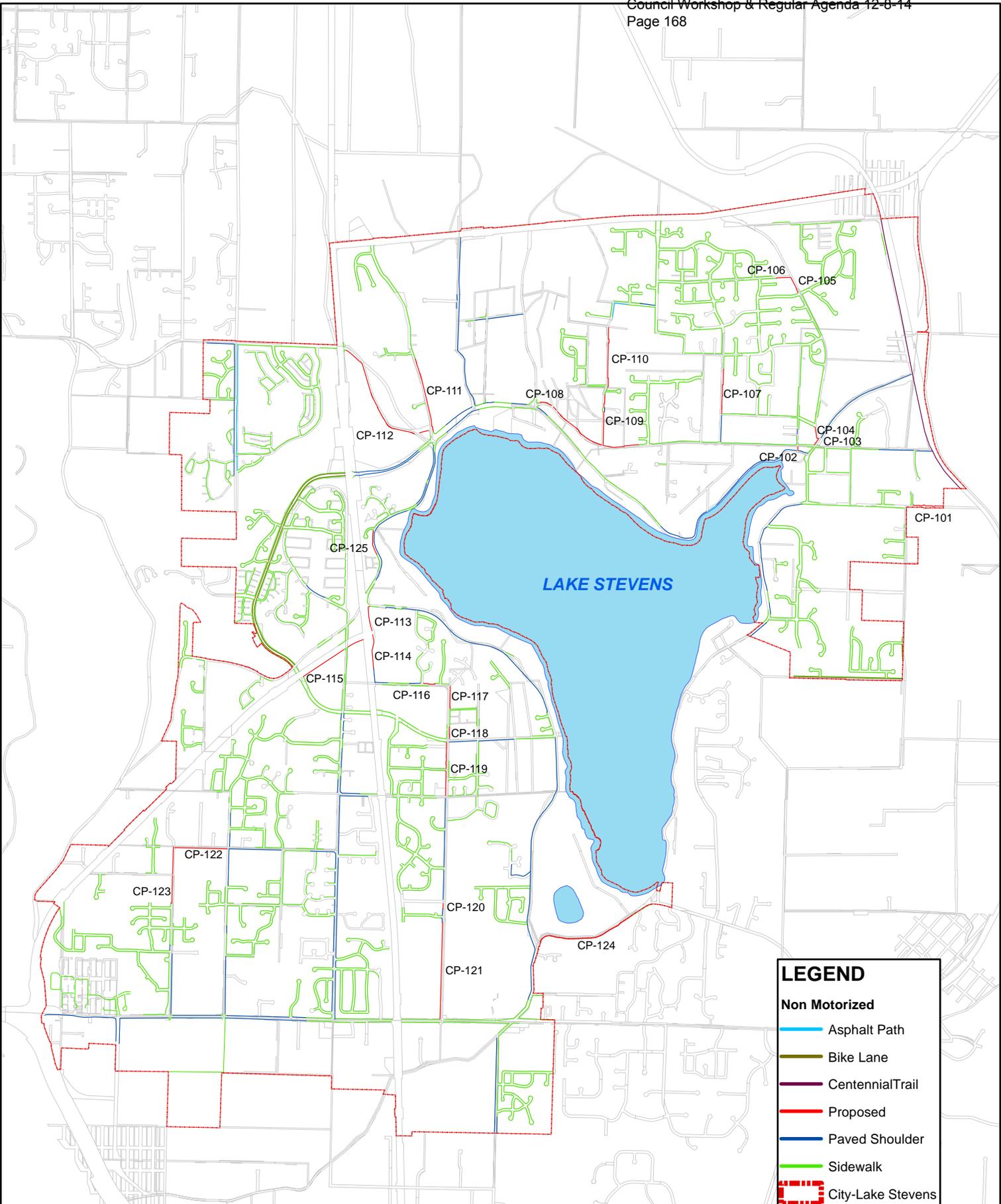
ATTACHMENT V

Sidewalk Installation Scoring

Project Number	Road Name	Location		Connection to Trip Generator				Vicinity Density				Street Characteristic					Missing Link	Adjacent Site Development		Total Score
		Beginning	End	School	Parks & Public trails	Public Building	Retail Center	School Route	High Density Corridor	Retail Center	Transit	Arterial	Major Collection	Neighborhood Collection	No Shoulder on Roadway	Traffic Volume	Completion	Fully Developed	50% or greater developed	
CP-102	123rd Ave	20th St NE	N. Lakeshore Drive	20	15	10	15	0	0	0	0	0	10	0	0	1	20	10	0	101
CP-108	Lake View Drive	112th Ave NE	Callow Road	10	15	0	0	0	0	0	0	15	0	0	10	16	20	10	0	96
CP-111	Lake Drive	Lundeen Parkway	28th St NE	0	15	0	0	0	20	0	10	0	10	0	10	1	20	0	5	91
CP-115	SR 204	SR 9	Market Place	0	0	0	15	0	20	0	0	15	0	0	27	0	0	5	82	
CP-113	Vernon Road	N. Davies Road	7th Pl NE	0	0	0	15	0	20	0	0	0	10	0	0	6	20	10	0	81
CP-125	Vernon Road	Address #1314	15th St NE	0	0	0	10	0	20	15	0	0	10	0	0	20	0	5	80	
CP-104	Grade Road I	Hartford Drive	22nd St NE	20	15	10	15	0	0	0	0	10	0	0	3	0	0	5	78	
CP-118	99th Ave II	1st St NE	Chapel Hill Road	0	5	0	15	0	0	15	10	0	10	0	10	6	0	0	5	76
CP-103	Hartford Drive	20th St NE	Grade Road	20	15	10	15	0	0	0	0	0	10	0	0	4	0	0	0	74
CP-107	117th Ave	22nd St NE	26th St NE	20	0	0	0	0	0	0	0	10	0	10	1	20	10	0	71	
CP-101	16th St	130th Drive NE	E. City Limit	20	15	0	10	0	0	0	0	10	0	10	1	0	0	5	71	
CP-112	Soper Hill Road	Lake Drive	SR 9	0	15	0	0	0	20	0	10	0	10	0	10	1	0	0	5	71
CP-114	Frontage Road	7th Pl NE	4th St NE	0	0	0	15	0	0	0	0	0	0	5	10	1	20	10	0	61
CP-117	99th Ave I	Lakemont Ave	3rd St NE	0	0	0	15	0	0	0	0	0	10	0	10	6	0	10	0	51
CP-119	99th Ave III	Chapel Hill Road	4th St SE	0	5	0	15	0	0	0	0	10	0	10	6	0	0	5	51	
CP-116	4th St	97th Dr NE	98th Dr NE	0	0	0	15	0	0	0	0	0	10	0	10	6	0	10	0	51
CP-110	Cedar Road II	Forest Rd	28th St NE	20	0	0	0	0	0	0	0	0	0	5	10	2	0	0	0	37
CP-124	S. Lake Stevens Road	S. Davies Road	Machias Cut Off Road	0	0	0	10	0	0	0	0	0	10	0	10	6	0	0	0	36
CP-120	99th Ave IV	1100 SE Block		0	0	0	0	0	0	0	0	0	10	0	10	3	0	10	0	33
CP-121	99th Ave V	12th Pl SE	20th St SE	0	0	0	10	0	0	0	0	0	10	0	10	3	0	0	0	33
CP-106	32nd St	Grade Road	118th Dr NE	10	0	0	0	0	0	0	0	0	10	0	10	2	0	0	0	32
CP-109	Cedar Road I	20th St NE	Forest Rd	10	0	0	0	0	0	0	0	0	10	0	10	2	0	0	0	32
CP-105	Grade Road II	30th St NE	32nd St NE	0	0	0	0	0	0	0	0	0	10	0	10	3	0	0	0	23
CP-123	79th Ave	8th St SE	12th St SE	0	0	0	0	0	0	0	0	0	10	0	10	1	0	0	0	21
CP-122	8th St	79th Ave SE	83rd Ave SE	0	0	0	0	0	0	0	0	0	10	0	10	1	0	0	0	21

APPENDIX A

Inventory



LEGEND

- Asphalt Path
- Bike Lane
- Centennial Trail
- Proposed
- Paved Shoulder
- Sidewalk
- City-Lake Stevens

Priority and Transit Routes
 Note: Paved shoulder areas are considered to be acceptable pedestrian connections
November 2014

City of Lake Stevens, Washington

All data, information and maps are provided "as is" without warranty or any representation of accuracy, timeliness or completeness. The burden for determining accuracy, completeness, timeliness, merchantability and fitness for or the appropriateness for use rests solely on the requester. The City of Lake Stevens makes no warranties, expressed or implied as to the use of the information obtained here. There are no implied warranties of merchantability or fitness for a particular purpose. The requester acknowledges and accepts all limitations, including the fact that the data, information and maps are dynamic and in a constant state of maintenance, correction and update.

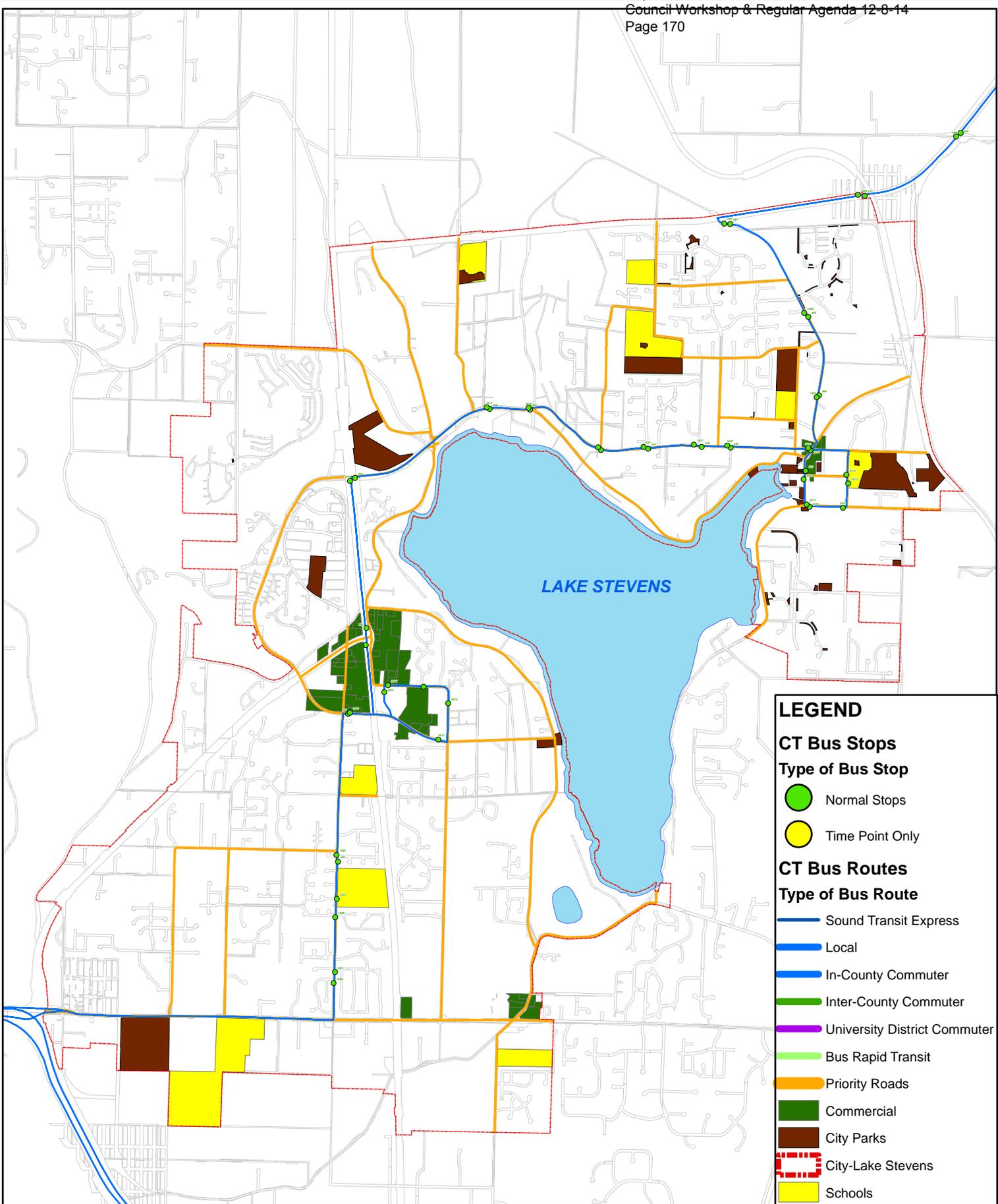
Data Source: Snohomish County, City of Lake Stevens



APPENDIX B

Priority Routes

Transit Routes



LEGEND

CT Bus Stops
Type of Bus Stop

- Normal Stops
- Time Point Only

CT Bus Routes
Type of Bus Route

- Sound Transit Express
- Local
- In-County Commuter
- Inter-County Commuter
- University District Commuter
- Bus Rapid Transit
- Priority Roads
- Commercial
- City Parks
- City-Lake Stevens
- Schools

Priority and Transit Routes
 Note: Paved shoulder areas are considered to be acceptable pedestrian connections
November 2014

City of Lake Stevens, Washington

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Data Source: Snohomish County, City of Lake Stevens

APPENDIX C

Project Description Papers



Project Description Paper

Active Connection Project 15003 Sidewalk Connection Plan

PROJECT

As a part of the City of Lake Stevens' Sidewalk Connection Plan, several areas have been selected for the addition of pedestrian facilities. Project ACP-15003 parallels North Davies Road for roughly 500' between the mini-roundabouts. This project intends to provide safe pedestrian access to the commercial center at Frontier Village. This project has been awarded funding by the Transportation Improvement Board for design and construction to be completed by the fall of 2015. This project will add a 7' sidewalk along with replacement of curb and gutter, replacement of several driveways, addition of ADA ramps and relocation of some utilities. The City of Lake Stevens' Public Works Department will complete the design and plan production while construction activities will be awarded to an outside contractor.

SCHEDULE – Estimated completion of September 2015.

ESTIMATED PROJECT COSTS - \$414,000

Estimated Engineering Design Costs - \$69,000

Estimated Construction Costs - \$345,000



PROJECT FACTS

- Grant approved by TIB for 75% funding (\$310,000)
- Project length is roughly 500 linear feet.
- ROW acquisition not anticipated.
- Curb ramps to be upgraded to ADA Standards
- Connects vital portion of City's pedestrian facility system.



Project Description Paper

Active Connection Project 15004 Sidewalk Connection Plan

PROJECT

As a part of the City of Lake Stevens' Sidewalk Connection Plan, several areas have been selected for the addition of pedestrian facilities. ACP-15004 parallels 91st Avenue SE from 4th Street SE to 8th Street SE. This project is intended to provide safe, non-motorized facilities for pedestrians particularly for school age children trying to reach Hillcrest Elementary, Skyline Elementary and Lake Stevens Middle School. This project will add concrete sidewalk as well as curb and gutter to the east side of 91st Avenue SE. This project has been awarded a grant from the Washington Department of Transportation's Safe Routes to School program. Funding has not yet been allocated, however pending a successful funding campaign at the State level the City expects to see funds in 2015.

SCHEDULE – Estimated completion within 24 months of funding.

PROJECTED PROJECT COSTS - \$604,000



PROJECT FACTS

- Project length is approximately 1,350 linear feet.
- ROW acquisition not anticipated.
- Provides connection to a key area (schools) as outlined in the Connection Plan.
- Project engineering expected to be completed by Public Works staff.
- Construction expected to be completed by outside contractor.



Project Description Paper

Connection Project 101 Sidewalk Connection Plan

PROJECT

As a part of the City of Lake Stevens' Sidewalk Connection Plan, several areas have been selected for the addition of pedestrian facilities. Project CP-101 parallels 16th Street NE from 130th Drive NE to the eastern City limit. This project intends to provide safe access from an additional twenty plus parcels for parents and students attempting to walk to Mt. Pilchuck Elementary. It will also provide a safe method for a significant number of pedestrians within City limits to reach Centennial Trail. Pedestrian facilities can be added by either widening the shoulder or adding sidewalk. At this location either method should be acceptable. For the purposes of a planning level cost estimate, addition of a sidewalk section was completed. Features of the project likely include the addition of five foot wide sidewalk, curb and gutter, concrete driveway entrances, storm sewer and improvements to ADA compliance.

SCHEDULE – Estimated completion within 18 months of funding.

PROJECTED PROJECT COSTS - \$287,000



PROJECT FACTS

- Project length is estimated to be 1165 linear feet.
- ROW acquisition not anticipated assuming full frontage improvements are not desired.
- Shoulder widening should substantially reduce total project cost.
- Cooperation with Snohomish County could result in a project connecting with Centennial Trail.
- Ratings metric produces a score of 71/100 for this project ranking 11th of 25 projects.



Project Description Paper

Connection Project 102 Sidewalk Connection Plan

PROJECT

As a part of the City of Lake Stevens' Sidewalk Connection Plan, several areas have been selected for the addition of sidewalk. Project CP-102 parallels 123rd Avenue NE from 20th Street NE to North Lakeshore Drive. This project serves to connect the concrete sidewalk pedestrian route along 123rd Avenue NE with the widened asphalt shoulder pedestrian route which follows North Lakeshore Drive. This will project will aid in a safe route for pedestrians to North Lake Middle School and facilitates traffic to the pedestrian features around Lake Stevens. Pedestrian facilities can be added by either widening the shoulder or adding sidewalk. For the purposes of a planning level cost estimate, addition of a sidewalk section was completed. Features of the project will include the addition of five foot wide sidewalk, curb and gutter, concrete driveway entrances, storm sewer and ADA ramps.

SCHEDULE – Estimated completion within 18 months of funding.

PROJECTED PROJECT COSTS - \$120,000



PROJECT FACTS

- Project length is estimated to be 110 linear feet.
- ROW acquisition may be required, however the City owns the land adjacent to the proposed sidewalk.
- Shoulder widening could substantially reduce total project cost.
- Ratings metric produces a score of 101 for this project ranking 1st of 25 projects.



Project Description Paper

Connection Project 103 Sidewalk Connection Plan

PROJECT

As a part of the City of Lake Stevens' Sidewalk Connection Plan, several areas have been selected for the addition of sidewalk. Project CP-103 parallels Hartford Drive from 20th Street NE to Grade Road. This project expands sidewalks in the downtown area and will, in conjunction with CP-104, connect downtown Lake Stevens to a significant number of residential areas in the north part of the City. As stated in the Sidewalk Connection Plan, however, pedestrian facilities should be designed to fit the character of the area. As much of downtown already features sidewalk, it is anticipated that new projects should also include concrete sidewalk. For the purposes of a planning level cost estimate, addition of a sidewalk section was completed. Features of the project would likely include the addition of five foot wide sidewalk, curb and gutter, concrete driveway entrances, storm sewer, ADA ramps and HMA pavement where needed.

SCHEDULE – Estimated completion within 18 months of funding.

PROJECTED PROJECT COSTS - \$81,000



PROJECT FACTS

- Project length is estimated to be 150 linear feet.
- ROW acquisition may be required.
- Shoulder widening could substantially reduce total project cost but would not be consistent with current pedestrian facilities in the area.
- Ratings metric produces a score of 74 for this project ranking 9th of 25 projects.



Project Description Paper

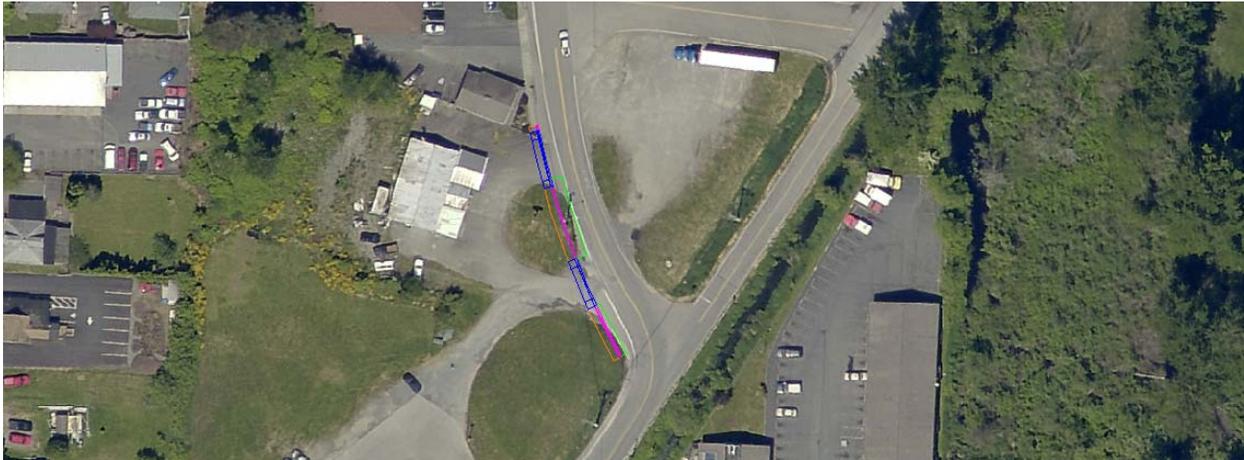
Connection Project 104 Sidewalk Connection Plan

PROJECT

As a part of the City of Lake Stevens' Sidewalk Connection Plan, several areas have been selected for the addition of sidewalk. Project CP-104 parallels Grade Road from Hartford Drive to 22nd Street NE. This project expands sidewalks in the downtown area and will connect downtown to a significant number of residential areas in the north part of the City. This section should be built in conjunction with CP-103 for maximum pedestrian mobility. While pedestrian facilities can be added by either widening the shoulder or adding sidewalk, the Sidewalk Connection Plan states that projects should fit the character of the existing facilities. In this case, it should be expected that concrete sidewalk will be added to comply with the existing sidewalks. For the purposes of a planning level cost estimate, addition of a sidewalk section was calculated. Features of the project would likely include the addition of five foot wide sidewalk, curb and gutter, concrete driveway entrances, storm sewer, ADA ramps and HMA pavement where needed.

SCHEDULE – Estimated completion within 18 months of funding.

PROJECTED PROJECT COSTS - \$135,000



PROJECT FACTS

- Project length is estimated to be 180 linear feet.
- ROW acquisition may be required.
- Shoulder widening could substantially reduce total project cost but would not be consistent with current pedestrian facilities in the area.
- Ratings metric produces a score of 78 for this project ranking 7th of 25 projects.



Project Description Paper

Connection Project 105 Sidewalk Connection Plan

PROJECT

As a part of the City of Lake Stevens' Sidewalk Connection Plan, several areas have been selected for the addition of sidewalk. Project CP-105 parallels Grade Road from 30th Street NE to 32nd Street NE. This project expands sidewalks in the north part of town providing access to downtown for more residents in the north part of the City. Pedestrian facilities can be added by either widening the shoulder or adding sidewalk. For the purposes of a planning level cost estimate, addition of a sidewalk section was completed. Features of the project would likely include the addition of five foot wide sidewalk, curb and gutter, retaining wall, concrete driveway entrances, storm sewer, ADA ramps and HMA pavement where needed.

SCHEDULE – Estimated completion within 18 months of funding.

PROJECTED PROJECT COSTS - \$173,000



PROJECT FACTS

- Project length is estimated to be 335 linear feet.
- ROW acquisition may be required.
- Shoulder widening could substantially reduce total project cost but would not be consistent with current pedestrian facilities in the area.
- Significant frontage improvements could result in encroachment on wetlands and significant cut resulting in a retaining wall.
- Ratings metric produces a score of 23 for this project ranking 23rd of 25 projects.



Project Description Paper

Connection Project 106 Sidewalk Connection Plan

PROJECT

As a part of the City of Lake Stevens' Sidewalk Connection Plan, several areas have been selected for the addition of sidewalk. Project CP-106 parallels 32nd Street NE from Grade Road to the existing sidewalk east of 118th Drive NE. This project connects sidewalks within new developments to the proposed sidewalk in CP-105 providing easier access to downtown for pedestrians in the area. This project should be considered in conjunction with CP-105. Pedestrian facilities can be added by either widening the shoulder or adding sidewalk however recent development in the area has constructed concrete sidewalks. For the purposes of a planning level cost estimate, addition of a sidewalk section was calculated. Features of the project would likely include the addition of five foot wide sidewalk, curb and gutter, retaining wall, concrete driveway entrances, storm sewer, ADA ramps and HMA pavement where needed.

SCHEDULE – Estimated completion within 18 months of funding.

PROJECTED PROJECT COSTS - \$209,000



PROJECT FACTS

- Project length is estimated to be 450 linear feet.
- ROW acquisition may be required.
- Shoulder widening could substantially reduce total project cost but would not be consistent with current pedestrian facilities in the area.
- Sidewalk location could potentially require a retaining wall which would increase price substantially.
- Ratings metric produces a score of 32 for this project ranking 21st of 25 projects.



Project Description Paper

Connection Project 107

Sidewalk Connection Plan

PROJECT

As a part of the City of Lake Stevens' Sidewalk Connection Plan, several areas have been selected for the addition of sidewalk. Project CP-107 parallels 117th Avenue NE between 22nd Street NE and 26th Street NE. This project adds to the City's pedestrian network by providing increased and safer access for pedestrians to Lake Stevens High School to the north and North Lake Middle School to the east. Pedestrian facilities can be added by either widening the shoulder or adding sidewalk. For the purposes of a planning level cost estimate, addition of a sidewalk section was completed. Features of the project would likely include the addition of five foot wide sidewalk, curb and gutter, concrete driveway entrances, storm sewer and ADA ramps.

SCHEDULE – Estimated completion within 18 months of funding.

PROJECTED PROJECT COSTS - \$434,000



PROJECT FACTS

- Project length is estimated to be 1065 linear feet.
- ROW acquisition may be required.
- Shoulder widening could substantially reduce total project.
- Ratings metric produces a score of 71 for this project ranking 10th of 25 projects.



Project Description Paper

Connection Project 108 Sidewalk Connection Plan

PROJECT

As a part of the City of Lake Stevens' Sidewalk Connection Plan, several areas have been selected for the addition of sidewalk. Project CP-108 parallels Lake View Drive from Callow Road to 112th Street NE. This project connects the existing sidewalk along Lundeen Parkway to existing sidewalk at 112th Street NE. This project would serve as a major connection between downtown Lake Stevens and the newly annexed portions of the City including business centers such as Frontier Village. Pedestrian facilities can be added by either widening the shoulder or adding sidewalk. For the purposes of a planning level cost estimate, addition of a sidewalk section was completed. Features of the project will include the addition of five foot wide sidewalk, curb and gutter, retaining walls, concrete driveway entrances, storm sewer and ADA ramps.

SCHEDULE – Estimated completion within 18 months of funding.

PROJECTED PROJECT COSTS - \$1,070,000



PROJECT FACTS

- Project length is estimated to be 2650 linear feet.
- ROW acquisition may be required.
- Shoulder widening could substantially reduce total project.
- Installation of curb and gutter with concrete sidewalk would likely require a retaining wall in some areas and could provide stormwater challenges.
- Ratings metric produces a score of 96 for this project ranking 2nd of 25 projects.



Project Description Paper

Connection Project 109 Sidewalk Connection Plan

PROJECT

As a part of the City of Lake Stevens' Sidewalk Connection Plan, several areas have been selected for the addition of sidewalk. Project CP-109 parallels Cedar Road from 20th Street NE to Forest Road. This project adds to the City's pedestrian network by increasing pedestrian access to both Lake Stevens High School and to the proposed sidewalk along Lake View Drive. For maximum connectivity, this project should be considered along with CP-110. Pedestrian facilities can be added by either widening the shoulder or adding sidewalk. For the purposes of a planning level cost estimate, addition of a sidewalk section was completed. Features of the project would likely include the addition of five foot wide sidewalk, curb and gutter, concrete driveway entrances, storm sewer and ADA ramps.

SCHEDULE – Estimated completion within 18 months of funding.

PROJECTED PROJECT COSTS - \$423,000



PROJECT FACTS

- Project length is estimated to be 1140 linear feet.
- ROW acquisition may be required.
- Shoulder widening could substantially reduce total project.
- Addition of curb and gutter may increase the chances of flooding on the east side of the road. Storm sewer would likely be needed.
- Ratings metric produces a score of 32 for this project ranking 22nd of 25 projects.



Project Description Paper

Connection Project 110 Sidewalk Connection Plan

PROJECT

As a part of the City of Lake Stevens' Sidewalk Connection Plan, several areas have been selected for the addition of sidewalk. Project CP-110 parallels Cedar Road from Forest Road to 28th Street NE. This project adds to the City's pedestrian network providing increased pedestrian access to both Lake Stevens High School and to the proposed sidewalk along Lake View. To maximize mobility, the project should be considered in conjunction with CP-109. Pedestrian facilities can be added by either widening the shoulder or adding sidewalk. For the purposes of a planning level cost estimate, addition of a sidewalk section was completed. Features of the project will likely include the addition of five foot wide sidewalk, curb and gutter, concrete driveway entrances, storm sewer and ADA ramps.

SCHEDULE – Estimated completion within 18 months of funding.

PROJECTED PROJECT COSTS - \$523,000



PROJECT FACTS

- Project length is estimated to be 1430 linear feet.
- ROW acquisition may be required.
- Shoulder widening could substantially reduce total project.
- Addition of curb and gutter could cause substantial drainage issues.
- Ratings metric produces a score of 37 for this project ranking 17th of 25 projects.



Project Description Paper

Connection Project 111 Sidewalk Connection Plan

PROJECT

As a part of the City of Lake Stevens' Sidewalk Connection Plan, several areas have been selected for the addition of pedestrian paths. Project CP-111 parallels Lake Drive from Lundeen Parkway to 28th Street NE. This project will serve to connect the existing pedestrian facilities in the northwest portion of the City which are currently isolated from all other pedestrian facilities. Addition of sidewalk at this location could potentially increase pedestrian traffic at the Frontier Village shopping center as this will complete a connection to the business center. Pedestrian facilities can be added by either widening the shoulder or adding sidewalk. For the purposes of a planning level cost estimate, addition of a sidewalk section was completed. Features of the project would likely include the addition of five foot wide sidewalk, curb and gutter, concrete driveway entrances, storm sewer and ADA ramps.

SCHEDULE – Estimated completion within 18 months of funding.

PROJECTED PROJECT COSTS - \$597,000



PROJECT FACTS

- Project length is estimated to be 1750 linear feet.
- ROW acquisition may be required.
- Shoulder widening could substantially reduce total project.
- Ratings metric produces a score of 91 for this project ranking 3rd of 25 projects.



Project Description Paper

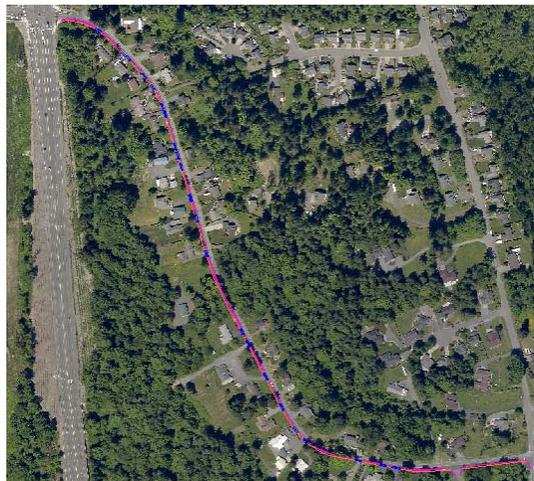
Connection Project 112 Sidewalk Connection Plan

PROJECT

As a part of the City of Lake Stevens' Sidewalk Connection Plan, several areas have been selected for the addition of pedestrian paths. Project CP-112 parallels Soper Hill Road between Lake Drive and Washington State Route 9. This project will serve to connect the current residents and future development along Soper Hill Road with the proposed sidewalk on Lake Drive which could potentially increase pedestrian traffic at retail centers in the City. This will also serve to connect the isolated pedestrian route in the northwest portion of the City to the remainder of the City. Pedestrian facilities can be added by either widening the shoulder or adding sidewalk. For the purposes of a planning level cost estimate, addition of a sidewalk section was completed. Features of the project would likely include the addition of five foot wide sidewalk, curb and gutter, concrete driveway entrances, storm sewer and ADA ramps.

SCHEDULE – Estimated completion within 18 months of funding.

PROJECTED PROJECT COSTS - \$1,031,000



PROJECT FACTS

- Project length is estimated to be 3220 linear feet.
- ROW acquisition may be required.
- Shoulder widening could substantially reduce total project.
- Ratings metric produces a score of 71 for this project ranking 12th of 25 projects.



Project Description Paper

Connection Project 113 Sidewalk Connection Plan

PROJECT

As a part of the City of Lake Stevens' Sidewalk Connection Plan, several areas have been selected for the addition of pedestrian paths. Project CP-113 parallels Vernon Road between North Davies and 7th Place NE. This project will add safety and pedestrian capacity along the frontage road at the Frontier Village shopping center and allow for substantially more access for businesses. Pedestrian facilities can be added by either widening the shoulder or adding sidewalk however the volumes of traffic expected at this location indicate a sidewalk would likely be more safe as it will clearly define a pedestrian area. For the purposes of a planning level cost estimate, addition of a sidewalk section was completed. Features of the project would likely include the addition of five foot wide sidewalk, curb and gutter, concrete driveway entrances, storm sewer, ADA ramps and HMA pavement where needed.

SCHEDULE – Estimated completion within 18 months of funding.

PROJECTED PROJECT COSTS - \$247,000



PROJECT FACTS

- Project length is estimated to be 650 linear feet.
- ROW acquisition may be required.
- Sidewalk is suggested for this project as it will more clearly define pedestrian and vehicle travel areas where high volumes of traffic currently exist.
- Would supplement the proposed sidewalk on North Davies Road, which currently has funding, to provide more complete pedestrian route around the business center.
- Ratings metric produces a score of 81 for this project ranking 5th of 25 projects.



Project Description Paper

Connection Project 114 Sidewalk Connection Plan

PROJECT

As a part of the City of Lake Stevens' Sidewalk Connection Plan, several areas have been selected for the addition of pedestrian paths. Project CP-114 parallels 92nd Avenue NE between 7th Place NE and 4th Street NE. This project will add safety and pedestrian capacity along the frontage road at the Frontier Village shopping center and will allow for substantially better ease of access for the businesses. Pedestrian facilities can be added by either widening the shoulder or adding sidewalk. For the purposes of a planning level cost estimate, addition of a sidewalk section was completed. Features of the project would likely include the addition of five foot wide sidewalk, curb and gutter, concrete driveway entrances, storm sewer, ADA ramps and HMA pavement where needed.

SCHEDULE – Estimated completion within 18 months of funding.

PROJECTED PROJECT COSTS - \$296,000



PROJECT FACTS

- Project length is estimated to be 730 linear feet.
- ROW acquisition may be required.
- As this is a one way street, volumes are not expected to be as high as on Vernon Road. Widened shoulder should be considered for cost effectiveness.
- Ratings metric produces a score of 61 for this project ranking 13th of 25 projects.



Project Description Paper

Connection Project 115 Sidewalk Connection Plan

PROJECT

As a part of the City of Lake Stevens' Sidewalk Connection Plan, several areas have been selected for the addition of pedestrian paths. Project CP-115 parallels State Route 204 between State Route 9 and Market Place. As this project runs along a state highway, coordination with WSDOT will likely be required. This project will provide increased access to Frontier Village and other business centers west of SR 9. For the purposes of a planning level cost estimate, addition of a sidewalk section was completed. Features of the project will include the addition of five foot wide sidewalk, curb and gutter, concrete driveway entrances, storm sewer and ADA.

SCHEDULE – Estimated completion within 18 months of funding.

PROJECTED PROJECT COSTS - \$556,000



PROJECT FACTS

- Project length is estimated to be 1700 linear feet.
- ROW acquisition may be required.
- Sidewalk is suggested for this project as it will more clearly define pedestrian and vehicle travel areas where high volumes of traffic currently exist.
- Coordination with WSDOT will be likely.
- Ratings metric produces a score of 82 for this project ranking 4th of 25 projects.



Project Description Paper

Connection Project 116

Sidewalk Connection Plan

PROJECT

As a part of the City of Lake Stevens' Sidewalk Connection Plan, several areas have been selected for the addition of pedestrian paths. Project CP-114 parallels 4th Street NE between 97th Drive NE and 98th Drive NE. This project is intended to connect two segments of the pedestrian transportation facilities. This will allow for safer access to businesses. While this is a smaller segment of sidewalk it is essential to achieving a complete and connected pedestrian facility and could be used to complete frontage improvements along the corridor to promote continuity for drivers as well. For the purposes of a planning level cost estimate, addition of a sidewalk section, no frontage improvements was completed. Features of the project would likely include the addition of five foot wide sidewalk, curb and gutter, concrete driveway entrances, storm sewer and ADA ramps.

SCHEDULE – Estimated completion within 18 months of funding.

PROJECTED PROJECT COSTS - \$163,000



PROJECT FACTS

- Project length is estimated to be 300 linear feet.
- ROW acquisition may be required.
- Widened shoulder could reduce the cost of the project, but sidewalk is suggested to maintain continuity in the pedestrian system.
- Full frontage improvements between sections will lead to more continuity in the corridor and should be considered.
- Ratings metric produces a score of 51 for this project ranking 16th of 25 projects.



Project Description Paper

Connection Project 117 Sidewalk Connection Plan

PROJECT

As a part of the City of Lake Stevens' Sidewalk Connection Plan, several areas have been selected for the addition of pedestrian paths. Project CP-117 parallels 99th Avenue NE from Lakemont Avenue to 3rd Street NE. This project is intended to connect isolated areas of pedestrian facilities to one another. This particular route could be used in conjunction with CP-116 to promote increased safety and allow for a greater amount of pedestrian access to businesses. For the purposes of a planning level cost estimate, addition of a sidewalk section was completed. Features of the project would likely include the addition of five foot wide sidewalk, curb and gutter, concrete driveway entrances, storm sewer and ADA.

SCHEDULE – Estimated completion within 18 months of funding.

PROJECTED PROJECT COSTS - \$230,000



PROJECT FACTS

- Project length is estimated to be 500 linear feet.
- ROW acquisition may be required.
- Widened shoulder could reduce the cost of the project, but sidewalk is suggested to maintain continuity in the pedestrian system.
- Ratings metric produces a score of 51 for this project ranking 14th of 25 projects.



Project Description Paper

Connection Project 118 Sidewalk Connection Plan

PROJECT

As a part of the City of Lake Stevens' Sidewalk Connection Plan, several areas have been selected for the addition of pedestrian paths. Project CP-118 parallels 99th Avenue NE 1st Street NE and Chapel Hill Road. This project is intended to connect several segments of the pedestrian facility. This particular route is intended to allow pedestrian access to business centers on 4th Street NE and Market Place along with the Lake Stevens' waterfront. For the purposes of a planning level cost estimate, addition of a sidewalk section was completed. Features of the project will include the addition of five foot wide sidewalk, curb and gutter, concrete driveway entrances, storm sewer and ADA.

SCHEDULE – Estimated completion within 18 months of funding.

PROJECTED PROJECT COSTS - \$198,000



PROJECT FACTS

- Project length is estimated to be 400 linear feet.
- ROW acquisition may be required.
- Widened shoulder could reduce the cost of the project, but sidewalk is suggested to maintain continuity in the pedestrian system.
- Ratings metric produces a score of 76 for this project ranking 8th of 25 projects.



Project Description Paper

Connection Project 119 Sidewalk Connection Plan

PROJECT

As a part of the City of Lake Stevens' Sidewalk Connection Plan, several areas have been selected for the addition of pedestrian paths. Project CP-119 parallels 99th Avenue between Market Place and 4th Street SE. This project is intended as one segment of a three part project connecting the Frontier Village shopping center area with 99th Avenue SE. With the future development and expansion that is planned for 20th Street SE the City would benefit from having these two areas connected for pedestrian traffic. For the purposes of a planning level cost estimate, addition of a sidewalk section was completed. Features of the project would likely include the addition of a five foot wide sidewalk, curb and gutter, concrete driveway entrances, storm sewer and ADA ramps.

SCHEDULE – Estimated completion within 18 months of funding.

PROJECTED PROJECT COSTS - \$507,000



PROJECT FACTS

- Project length is estimated to be 1305 linear feet.
- ROW acquisition may be required.
- Widened shoulder could substantially reduce the cost of the project.
- Facilitates pedestrian traffic between Frontier Village and 20th Street SE.
- Ratings metric produces a score of 51 for this project ranking 15th of 25 projects.



Project Description Paper

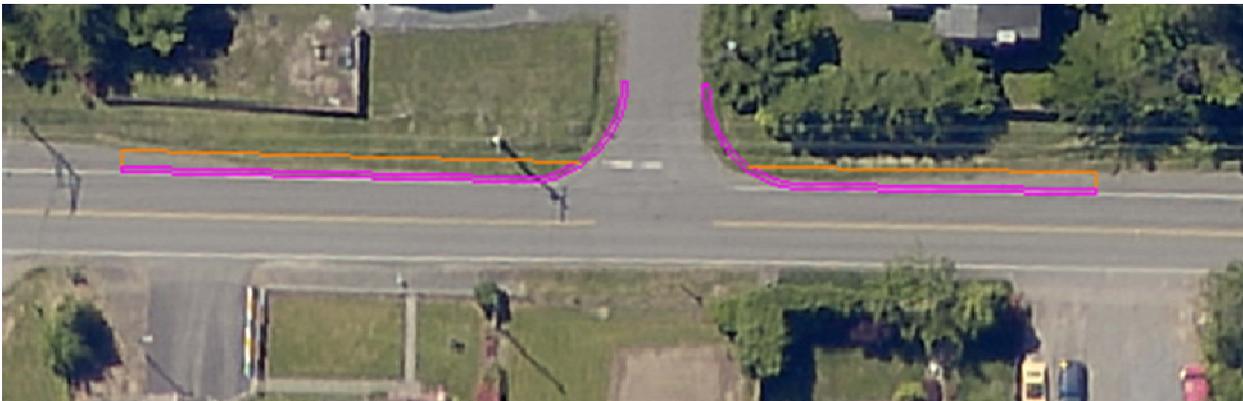
Connection Project 120 Sidewalk Connection Plan

PROJECT

As a part of the City of Lake Stevens' Sidewalk Connection Plan, several areas have been selected for the addition of pedestrian paths. Project CP-120 parallels 99th Avenue NE and spans from roughly 150' north of 11th Place SE to roughly 120' south of 11th Place SE. This project is intended as one of three segments connecting the Frontier Village shopping center area with 20th Street SE. With the future development and expansion that is planned for 20th Street SE the City would benefit from having these two areas connected for pedestrian traffic. For the purposes of a planning level cost estimate, addition of a sidewalk section was completed. Features of the project would likely include the addition of five foot wide sidewalk, curb and gutter, concrete driveway entrances, storm sewer and ADA ramps.

SCHEDULE – Estimated completion within 18 months of funding.

PROJECTED PROJECT COSTS - \$159,000



PROJECT FACTS

- Project length is estimated to be 208 linear feet.
- ROW acquisition may be required.
- Widened shoulder should substantially reduce the cost of the project.
- Ratings metric produces a score of 33 for this project ranking 19th of 25 projects.



Project Description Paper

Connection Project 121 Sidewalk Connection Plan

PROJECT

As a part of the City of Lake Stevens' Sidewalk Connection Plan, several areas have been selected for the addition of pedestrian paths. Project CP-121 parallels 99th Avenue NE and spans from 12th Place SE to 20th Street SE. This project is intended as one of three segments connecting the Frontier Village shopping center with 20th Street SE. With the future development and expansion that is planned for 20th Street SE the City would benefit from having these two areas connect for pedestrian traffic. For the purposes of a planning level cost estimate, addition of a sidewalk section was completed. Features of the project would likely include the addition of a five foot wide sidewalk, curb and gutter, concrete driveway entrances, storm sewer and ADA ramps.

SCHEDULE – Estimated completion within 18 months of funding.

PROJECTED PROJECT COSTS - \$814,000



PROJECT FACTS

- Project length is estimated to be 2360 linear feet.
- ROW acquisition may be required.
- Widened shoulder could substantially reduce the cost of the project.
- Ratings metric produces a score of 33 for this project ranking 20th of 25 projects.



Project Description Paper

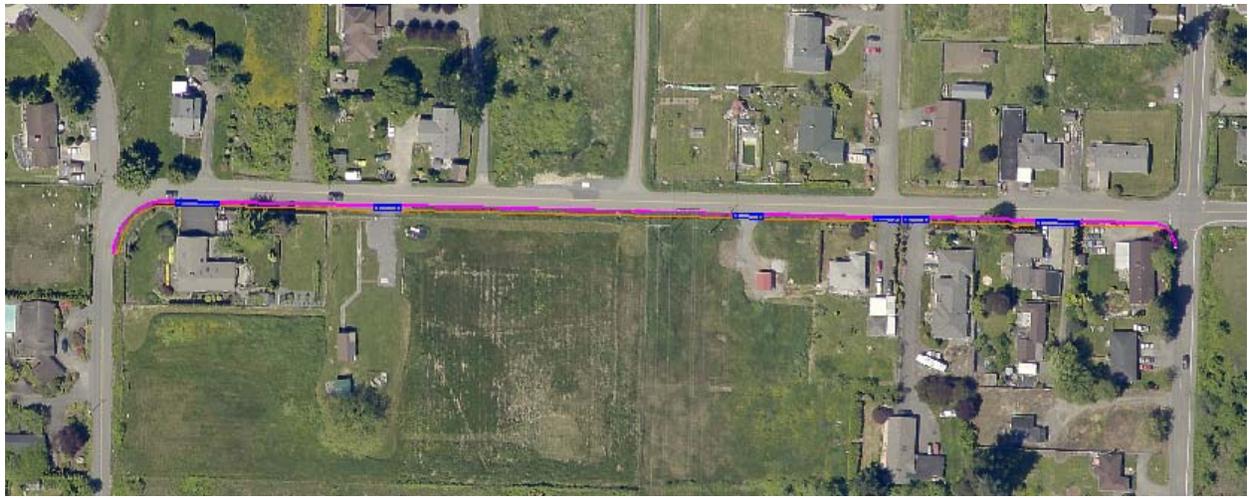
Connection Project 122 Sidewalk Connection Plan

PROJECT

As a part of the City of Lake Stevens’ Sidewalk Connection Plan, several areas have been selected for the addition of pedestrian paths. Project CP-122 parallels 8th Street SE between 79th Avenue SE and 83rd Avenue SE. This project is intended to connect an isolated portion of the pedestrian transportation facility with a larger segment. In conjunction with CP-123, the new developments along 79th will have a complete pedestrian route to Frontier Village. The addition of a development at 79th Avenue SE and 20th Street SE also provides connection to the proposed development along 20th Street SE. For the purposes of a planning level cost estimate, addition of a sidewalk section was completed. Features of the project would likely include the addition of a five foot wide sidewalk, curb and gutter, concrete driveway entrances, storm sewer and ADA ramps.

SCHEDULE – Estimated completion within 18 months of funding.

PROJECTED PROJECT COSTS - \$476,000



PROJECT FACTS

- Project length is estimated to be 1270 linear feet.
- ROW acquisition may be required.
- Widened shoulder could substantially reduce the cost of the project.
- Ratings metric produces a score of 21 for this project ranking 25th of 25 projects.



Project Description Paper

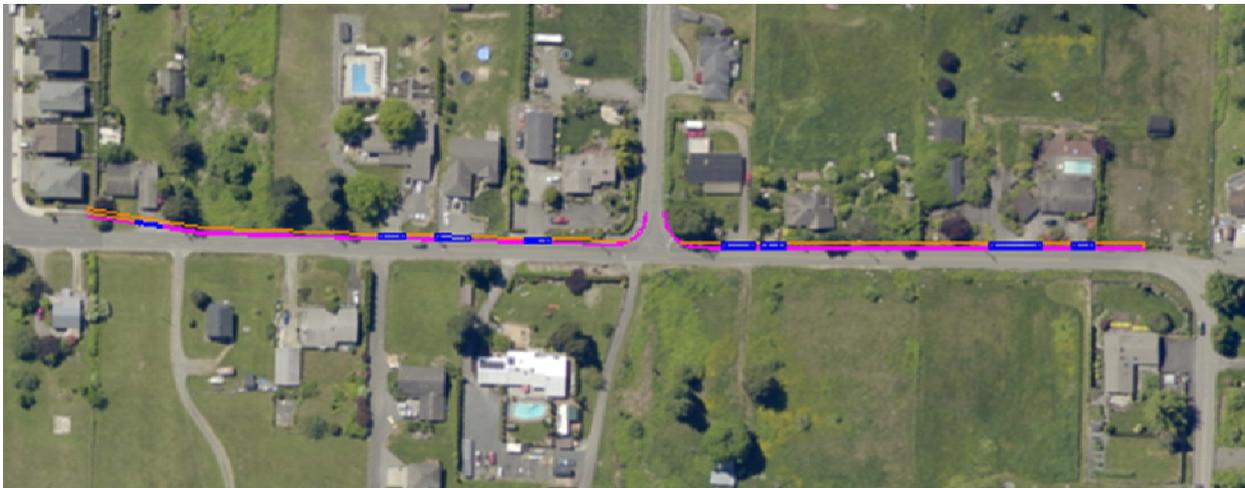
Connection Project 123 Sidewalk Connection Plan

PROJECT

As a part of the City of Lake Stevens' Sidewalk Connection Plan, several areas have been selected for the addition of pedestrian paths. Project CP-123 parallels 79th Avenue SE between 8th Street SE and 12th Street SE. This project is intended to connect an isolated portion of the pedestrian transportation facility with a larger segment. In conjunction with CP-122, the new developments along 79th will have a complete pedestrian route to Frontier Village. The addition of a development at 79th Avenue SE and 20th Street SE also provides connection to the anticipated development along 20th Street SE. For the purposes of a planning level cost estimate, addition of a sidewalk section was completed. Features of the project would likely include the addition of a five foot wide sidewalk, curb and gutter, concrete driveway entrances, storm sewer and ADA ramps.

SCHEDULE – Estimated completion within 18 months of funding.

PROJECTED PROJECT COSTS - \$477,000



PROJECT FACTS

- Project length is estimated to be 1260 linear feet.
- ROW acquisition may be required.
- Widened shoulder could substantially reduce the cost of the project.
- Ratings metric produces a score of 21 for this project ranking 24th of 25 projects.



Project Description Paper

Connection Project 124 Sidewalk Connection Plan

PROJECT

As a part of the City of Lake Stevens' Sidewalk Connection Plan, several areas have been selected for the addition of pedestrian paths. Project CP-124 parallels South Lake Stevens Road between South Davies Road and the Machias Cut Off. This project is intended as part of the walking system around the lake. In conjunction with a number of other connection projects this will allow for an uninterrupted ring of pedestrian facilities around the lake. This segment of sidewalk will also connects Lake Stevens with a sidewalk system in the county thus increasing the mileage pedestrians can use substantially. For the purposes of a planning level cost estimate, addition of a sidewalk section was completed. Features of the project would likely include the addition of a five foot wide sidewalk, curb and gutter, concrete driveway entrances, storm sewer and ADA ramps.

SCHEDULE – Estimated completion within 18 months of funding.

PROJECTED PROJECT COSTS - \$1,157,000



PROJECT FACTS

- Project length is estimated to be 2350 linear feet.
- ROW acquisition is not anticipated but could be required based on final design.
- Widened shoulder could substantially reduce the cost of the project.
- Ratings metric produces a score of 36 for this project ranking 18th of 25 projects.



Project Description Paper

Connection Project 125 Sidewalk Connection Plan

PROJECT

As a part of the City of Lake Stevens' Sidewalk Connection Plan, several areas have been selected for the addition of pedestrian paths. Project CP-125 parallels Vernon Road from 1314 Vernon Road to 15th Street NE. This project is intended as part of the walking system around the lake. In conjunction a number of other connection projects this will allow for an uninterrupted ring of pedestrian facilities around the lake. This pedestrian route will also connect existing sidewalk to other existing sidewalk leading to Frontier Village. For the purposes of a planning level cost estimate, addition of a sidewalk section was completed. Features of the project would likely include the addition of a five foot wide sidewalk, curb and gutter, concrete driveway entrances, storm sewer and ADA ramps.

SCHEDULE – Estimated completion within 18 months of funding.

PROJECTED PROJECT COSTS - \$266,000



PROJECT FACTS

- Project length is estimated to be 650 linear feet.
- ROW acquisition is not anticipated but could be required based on final design.
- Widened shoulder could substantially reduce the cost of the project.
- Ratings metric produces a score of 80 for this project ranking 6th of 25 projects.